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

CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL MEETING
June 22, 2021 - 10:00 AM
300 North Loraine
Midland, Texas
Council Chamber - City Hall

Videoconference Information
Join from a PC, Mac, iPad, iPhone or Android device:
Please click this URL to join. https://zoom.us/j/94892944559?pwd=WWJsNmZQeSt6WnpJRHpTdW4xeUZIUT09
Passcode: 615473

Or One tap mobile:
+13462487799,,94892944559# US (Houston)
+16699009128,,94892944559# US (San Jose)

Or join by phone:
Dial(for higher quality, dial a number based on your current location):
US: +1 346 248 7799 or +1 669 900 9128 or +1 253 215 8782 or +1 312 626 6799 or +1 646 558 8656 or +1 301 715 8592
Webinar ID: 948 9294 4559
International numbers available: https://zoom.us/u/aBnfiFYs5

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

OPENING ITEMS

1. Invocation – Pastor Dennis Hodge, Mount Moriah Disciples of Christ

2. Pledge of Allegiance

PRESENTATIONS

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

   3a. Presentation of a proclamation honoring the Division IV TAPPS State Champion Midland Classical Academy Varsity Baseball Team.

3b. Presentation of a proclamation honoring the Division I TAPPS State Champion Midland Christian School Varsity Baseball Team.

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:

   4a. REGULAR SESSION OF JUNE 8, 2021

5. 2021-068 – RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT WITH WELLS FARGO BANK, N.A. TO PROVIDE PRIMARY DEPOSITORY AND COMMERCIAL BANKING SERVICES FOR THE CITY OF MIDLAND (DISTRICT: NONE) (GENERAL SERVICES)

6. 2021-069 – RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH PRESIDIO NETWORKED SOLUTIONS GROUP, LLC, FOR CISCO ROUTERS AND NETWORK ENGINEERING SERVICES THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES AT A TOTAL COST OF $739,155.12 FOR THE COMMUNICATION AND INFORMATION SYSTEMS DEPARTMENT; AND TRANSFERRING AND APPROPRIATING FUNDS (DISTRICT NONE) (GENERAL SERVICES)

7. 2021-070 – RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PARKHILL, SMITH & COOPER, INC., FOR THE TEXAS COMMISSION ON ENVIRONMENTAL COMPLIANCE LANDFILL TESTING AND CITIZEN COLLECTION STATION DESIGN SERVICES FOR THE SOLID WASTE DEPARTMENT FOR A COST OF $546,300.00 (DISTRICT 2) (GENERAL SERVICES)

8. 064-2021 – MOTION AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE A REQUEST FOR PROPOSALS FOR STATE LOBBYING CONSULTANT SERVICES AND TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT FOR SAID SERVICES; PROVIDED, HOWEVER, THAT SAID AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY COUNCIL (DISTRICT: NONE) (GENERAL SERVICES)

9. 065-2021 – MOTION AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE A REQUEST FOR PROPOSALS FOR FEDERAL LOBBYING CONSULTANT SERVICES AND TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT FOR SAID SERVICES; PROVIDED, HOWEVER, THAT SAID AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY COUNCIL (DISTRICT: NONE) (GENERAL SERVICES)

10. 066-2021 – MOTION APPROVING PLANS AND SPECIFICATIONS FOR THE RELOCATE VEHICLE GATES SV1A AND SV1B AND ASSOCIATED ROADWAY AND CARGO ROAD RECONSTRUCTION PROJECT AT MIDLAND INTERNATIONAL AIR & SPACE PORT, SAID PLANS AND SPECIFICATIONS BEING ON FILE IN THE CITY SECRETARY'S OFFICE REFERENCED BY THE NUMBER AND DATE OF THIS

MOTION, AND AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE FOR COMPETITIVE BIDS FOR SAID PROJECT PURSUANT TO THE STATUTES OF THE STATE OF TEXAS FOR ACCOMPLISHING THE WORK SET FORTH IN SAID PLANS AND SPECIFICATIONS (900321) (DISTRICT 4) (AIRPORTS)

11. 067-2021 – MOTION APPROVING PLANS AND SPECIFICATIONS FOR THE AIRFIELD LIGHTING REHABILITATION PROJECT AT MIDLAND INTERNATIONAL AIR & SPACE PORT, SAID PLANS AND SPECIFICATIONS BEING ON FILE IN THE CITY SECRETARY'S OFFICE REFERENCED BY THE NUMBER AND DATE OF THIS MOTION, AND AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE FOR COMPETITIVE BIDS FOR SAID PROJECT PURSUANT TO THE STATUTES OF THE STATE OF TEXAS FOR ACCOMPLISHING THE WORK SET FORTH IN SAID PLANS AND SPECIFICATIONS (DISTRICT 4) (AIRPORTS)

12. 2021-071 – RESOLUTION APPROVING A PROMOTIONAL AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND THE MUSEUM OF THE SOUTHWEST (DISTRICT 2) (CITY MANAGER)

13. 2021-072 – RESOLUTION APPROVING AN AMENDMENT TO THAT CERTAIN WESTERN UNITED LIFE BUILDING TEMPORARY ROOF CONTRACT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND LYDICK-HOOKS ROOFING CO. (DISTRICT 2) (CITY MANAGER)

14. 2021-073 – RESOLUTION APPROVING THE MIDLAND DEVELOPMENT CORPORATIONS DESIGNATION OF THIRTY PERCENT (30%) OF SALES TAX REVENUES FOR AUTHORIZED INFRASTRUCTURE IMPROVEMENT PROJECTS PURSUANT TO TEXAS LOCAL GOVERNMENT CODE § 501.103 (DISTRICT: ALL) (CITY MANAGER)

15. 068-2021 – MOTION APPROVING A PROPOSED PRELIMINARY PLAT OF TAHOE LAKES ADDITION, SECTION 3, BEING A RE-PLAT OF LOT 2, BLOCK 1, TAHOE LAKES ADDITION, SECTION 2 AND A PLAT OF A 57.55 ACRE TRACT OF LAND LOCATED IN THE SW/4 OF SECTION 1, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF INTERSTATE 20, APPROXIMATELY 465 FEET EAST OF LAMESA ROAD) (DISTRICT 2) (DEVELOPMENT SERVICES)

16. 2021-074 – RESOLUTION AUTHORIZING AN OPERATING CERTIFICATE FOR RED RAIDER RIDES LLC TO OPERATE A LIMOUSINE BUSINESS; SETTING FORTH CONDITIONS ACCOMPANYING THE CERTIFICATE; AND ESTABLISHING THE TERMS OF THE CERTIFICATE (DISTRICT: ALL) (POLICE)

SECOND READINGS

17. 10191 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOTS 1 AND 2,

BLOCK 37, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST INDIANA AVENUE AND SOUTH E STREET), BY PERMITTING A REDUCED MINIMUM LOT DEPTH IN THE EVENT THAT THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND IS AMENDED TO REZONE THE PROPERTY FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES) (FIRST READING HELD JUNE 08, 2021)

18. 10192 – AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 97.05-ACRE TRACT OF LAND OUT OF SECTIONS 35 AND 36, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST STATE HIGHWAY 158, APPROXIMATELY 11 FEET WEST OF BRANDY HILL ROAD); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT: NONE) (DEVELOPMENT SERVICES) (FIRST READING HELD JUNE 08, 2021)

19. 10193 – AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATIONS OF THE AREA INDICATED AS BEING A 97.05-ACRE TRACT OF LAND OUT OF SECTIONS 35 AND 36, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN SF-1, SINGLE-FAMILY DWELLING DISTRICT, IN PART, AND AN RR, REGIONAL RETAIL DISTRICT, IN PART; SAID TRACT BEING GENERALLY LOCATED ON THE NORTH SIDE OF WEST STATE HIGHWAY 158, APPROXIMATELY 11 FEET WEST OF BRANDY HILL ROAD; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT: NONE) (DEVELOPMENT SERVICES) (FIRST READING HELD JUNE 08, 2021)

20. 10194 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 4,712-SQUARE FOOT PORTION OF LOT 20A, BLOCK 17, GREATHOUSE ADDITION, SECTION 13, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF BRIARWOOD AVENUE AND PORTICO WAY), WHICH IS PRESENTLY ZONED LR, LOCAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN AN EVENT 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 1) (DEVELOPMENT SERVICES) (FIRST READING HELD JUNE 08, 2021)

PUBLIC HEARINGS

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

21. 069-2021 – THE PROPOSED GRANTING OF OIL AND GAS WELL PERMITS TO MCM OPERATING, LLC FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELLS: MB-1H; MB-2H; MB-3H; MB-4H; MB-5H; MB-6H AND MB-7H; SAID WELLS BEING GENERALLY LOCATED 485 FEET SOUTH OF MOCKINGBIRD LANE AND BETWEEN 1,681 FEET AND 1,801 FEET EAST OF HOLIDAY HILL ROAD (DISTRICT 1) (DEVELOPMENT SERVICES)

22. 10195 – AN ORDINANCE VACATING AND ABANDONING A 0.05-ACRE PORTION OF SOUTH CARRIZO STREET RIGHT-OF-WAY LOCATED ADJACENT TO THE SOUTH 20 FEET OF LOT 2 AND ALL OF LOTS 3 AND 4, BLOCK 60, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH CARRIZO STREET, APPROXIMATELY 92 FEET SOUTH OF WEST WALL STREET); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $4,400.00; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 3) (DEVELOPMENT SERVICES)

23. 10196 – AN ORDINANCE VACATING AND ABANDONING A 1.15-ACRE PORTION OF REYES STREET RIGHT-OF-WAY LOCATED IN SECTION 42, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED BETWEEN CHUKAR LANE AND TODD DRIVE, APPROXIMATELY 823 FEET NORTH OF EAST BUSINESS INTERSTATE 20); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $21,850.00; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 2) (DEVELOPMENT SERVICES)

24. 10197 – AN ORDINANCE VACATING AND ABANDONING A 0.65-ACRE PORTION OF WASHITA STREET RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 24 THROUGH 27 AND LOTS 30 AND 31, BLOCK 2, 349 RANCH ESTATES, SECTION 2, AND LOT 28A, BLOCK 2, 349 RANCH ESTATES, SECTION 14, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF STATE HIGHWAY 349, APPROXIMATELY 527 FEET SOUTH OF TEJAS); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $28,203.00; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 1) (DEVELOPMENT SERVICES)

25. 10198 – AN ORDINANCE VACATING AND ABANDONING A 0.032-ACRE PORTION OF EAST MISSOURI AVENUE RIGHT-OF-WAY LOCATED ADJACENT TO LOT 1, BLOCK 79, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST MISSOURI AVENUE AND SOUTH MINEOLA STREET); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $2,772.00; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 2) (DEVELOPMENT SERVICES)

26. 10199 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 1, MIDLAND COUNTRY CLUB ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT

TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED APPROXIMATELY 345 FEET NORTH OF TEJAS AND APPROXIMATELY 455 FEET WEST OF NORTH STATE HIGHWAY 349); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES)

MISCELLANEOUS

27. 10200 – DISCUSSION AND CONSIDERATION OF ALL MATTERS INCIDENT AND RELATED TO THE ISSUANCE AND SALE OF "CITY OF MIDLAND, TEXAS TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021," INCLUDING THE ADOPTION OF AN ORDINANCE AUTHORIZING THE ISSUANCE OF SUCH CERTIFICATES OF OBLIGATION, ESTABLISHING PARAMETERS FOR THE SALE AND ISSUANCE OF SUCH CERTIFICATES OF OBLIGATION AND DELEGATING CERTAIN MATTERS TO AN AUTHORIZED OFFICIAL OF THE CITY (DISTRICT: NONE) (FINANCE)

28. 070-2021 – MOTION PROVIDING DIRECTION TO THE CITY MANAGER REGARDING FISCAL YEAR 2022 HOTEL MOTEL FUND GRANT FUNDING LEVELS FOR AGENCY RECIPIENTS (DISTRICT: NONE) (FINANCE)

29. 10201 – AN ORDINANCE AMENDING THE 2020-2021 FISCAL YEAR BUDGET SO AS TO INCREASE THE AMOUNT APPROPRIATED TO THE SPAY / NEUTER VOUCHER PROGRAM (DISTRICT: ALL) (CITY MANAGER)

30. 071-2021 – MOTION GRANTING CACTUS SIGN COMPANY'S APPEAL AND REVERSING THE BUILDING OFFICIAL'S DENIAL OF A SIGN PERMIT FOR LOT 1A, BLOCK 109, ORIGINAL TOWN ADDITION, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH MARIENFELD STREET, APPROXIMATELY 80 FEET NORTH OF EAST FRONT STREET (COUNCIL DISTRICT 3) (DEVELOPMENT SERVICES)

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

PUBLIC COMMENT

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

EXECUTIVE SESSION

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

the following sections of the Texas Government Code:

a. Section 551.072, Deliberation Regarding Real Property

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

Respectfully Submitted,

Robert Patrick
City Manager

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

MIDLAND CITY COUNCIL
MINUTES
June 8, 2021

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., June 08, 2021.

Council Members present:	Patrick Payton, Michael Trost, John Norman, Jack Ladd
Council Members absent:	Spencer Robnett, Scott Dufford, Lori Blong
Staff members present:	City Manager Robert Patrick, City Attorney John Ohnemiller, Deputy City Manager Morris Williams, Assistant City Manager Tina Jauz

The meeting was called to order at 10:03 a.m.

OPENING ITEMS

1. Invocation – Pastor Roy Smith, True-Lite Christian Fellowship

2. Pledge of Allegiance

PRESENTATIONS

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

    3a. Presentation of a proclamation for “Emancipation Proclamation Celebration Days”

CONSENT AGENDA

Jack Ladd moved to approve Consent Agenda items 4-8 excluding item(s) 8; seconded by Michael Trost.

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

DRAFT

4. MOTION APPROVING THE FOLLOWING MINUTES:

   4a. BRIEFING SESSION OF MAY 25, 2021

   4b. REGULAR SESSION OF MAY 25, 2021

5. 059-2021 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE BETWEEN THE CITY OF MIDLAND AND ENDEAVOR ENERGY RESOURCES, L.P., REGARDING CITY OWNED PROPERTY DESCRIBED AS SECTION 9, BLOCK 39, TOWNSHIP 2 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

6. 060-2021 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE BETWEEN THE CITY OF MIDLAND AND SCM CRUDE L.L.C.; REGARDING CITY OWNED PROPERTY DESCRIBED AS SECTIONS 18 AND 21, BLOCK C-23, P.S.L. SURVEY, ABSTRACT NO. 1388, WINKLER COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

7. 061-2021 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE BETWEEN THE CITY OF MIDLAND AND MEDALLION CRUDE OIL LOGISTICS, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 4, 9 AND 16, BLOCK 37, TOWNSHIP 3 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

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

8. 2021-067 – RESOLUTION GRANTING A VARIANCE FOR A 57.55-ACRE TRACT OF LAND OUT OF SECTION 1, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF INTERSTATE 20, APPROXIMATELY 700 FEET EAST OF SOUTH LAMESA ROAD), BY PERMITTING CONSTRUCTION OF COMMERCIAL BUILDINGS WHERE NO PORTION OF ANY STRUCTURE IS CLOSER THAN 474 FEET OF AN OIL AND GAS WELL; AND AUTHORIZING ISSUANCE OF BUILDING PERMITS (DISTRICT: NONE) (DEVELOPMENT SERVICES)

   Council Member Norman asked for more information. Development Services Director Chuck Harrington gave a brief overview of the item noting it is located on the north side of Interstate 20. The variance is to build a structure 25 feet into the 500-foot radius of the oil well. The oil company is in agreement.

   John Norman moved to approve Resolution No. 2021-067; seconded by Jack Ladd.

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

DRAFT

SECOND READINGS

9. 10188 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 141.53-ACRE TRACT OF LAND OUT OF SECTION 12, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND AND MARTIN COUNTIES, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF NORTH STATE HIGHWAY 349 AND OCCIDENTAL PARKWAY); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES) (FIRST READING HELD MAY 25, 2021)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10188.

Council Member Trost asked if there were any amenities here. Development Services Director Chuck Harrington reported this is strictly a straight single family subdivision being done by Mr. Martin with no undersized lots. Staff recommends approval.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10188; seconded by John Norman.

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

10. 10189 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOTS 4, 5 AND 6, WEST WAY ADDITION, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF WEST GOLF COURSE ROAD AND HUGHES STREET), BY PERMITTING A REDUCED MINIMUM 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) (FIRST READING HELD MAY 25, 2021)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10189.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10189; seconded by John Norman.

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

DRAFT

11. 10190 – AN ORDINANCE AMENDING TITLE III, “DEPARTMENTS”, CHAPTER 3, “HOTEL OCCUPANCY TAX”, SECTION 1, “DEFINITIONS”, OF THE CITY CODE OF MIDLAND, TEXAS, SO AS TO DEFINE “HOTEL” IN ACCORDANCE WITH STATE LAW; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF FIVE HUNDRED DOLLARS ($500.00); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND ORDERING PUBLICATION (CITY ATTORNEY) (FIRST READING HELD MAY 25, 2021)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10190.

John Norman moved to approve the second and final reading of Ordinance No. 10190; seconded by Michael Trost.

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

PUBLIC HEARINGS

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

12. 10187 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 27.05-ACRE TRACT OF LAND OUT OF SECTION 7, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-3, SINGLE-FAMILY DWELLING DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE SOUTH SIDE OF OCCIDENTAL PARKWAY, APPROXIMATELY 1,335 FEET EAST OF CARRIAGE ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10187.

Council Member Trost asked for a report. Development Services Director Chuck Harrington reported this is a request by Betenbough for a development on 27 acres. It was presented to Planning & Zoning where they did not receive a favorable vote and this is coming to Council on appeal. There are a number of different lots with smaller rear yards. It will have a total of 120 residential lots. The current zoning of SF3 requires a minimum 5,500 square foot lot size. Some of the lots are undersized. No additional amenities have been added and they are relying on the amenities from their previous development. Staff’s position is to deny this item as there needs to be additional open space to make up for it. The entire area has 1,100 lots and there is inadequate open space.

Mayor Payton opened the public hearing at 10:21 a.m.

Dustin Eggleston, Lubbock, clarified that they are not proposing a variance on the lot width,

DRAFT

but a reduction in depth of the lot to address the concern of homeowners that there is too much maintenance. There is no compromise on aesthetics and the lots are still 55-feet wide they are only reducing the depth of the yard. In terms of open space, he didn't think there was a requirement for open space. There are parks and walking space in the community. They haven't proposed any additional amenities because of the added cost of HOA. HOA fees are paid by the homeowners who live in the community.

There being no one else wishing to speak, the public hearing was closed at 10:23 a.m.

Council Member Norman thought all Council should be present to vote on this item.

John Norman moved to defer the first of two readings of Ordinance No.10187; seconded by .

The motion by the following vote:
AYE: None
NAY: None
ABSTAIN: None
ABSENT: None

The motion died for the lack of a second.

13. 10191 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOTS 1 AND 2, BLOCK 37, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST INDIANA AVENUE AND SOUTH E STREET), BY PERMITTING A REDUCED MINIMUM LOT DEPTH IN THE EVENT THAT THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND IS AMENDED TO REZONE THE PROPERTY FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10191.

Mayor Payton opened the public hearing at 10:26 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

John Norman moved to approve the first of two readings of Ordinance No. 10191; seconded by Jack Ladd.

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

14. 10192 – AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND,

DRAFT

TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 97.05-ACRE TRACT OF LAND OUT OF SECTIONS 35 AND 36, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST STATE HIGHWAY 158, APPROXIMATELY 11 FEET WEST OF BRANDY HILL ROAD); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT: NONE) (DEVELOPMENT SERVICES)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10192.

Mayor Payton opened the public hearing at 10:27 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

John Norman moved to approve the first of two readings of Ordinance No. 10192; seconded by Michael Trost.

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

15. 10193 – AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATIONS OF THE AREA INDICATED AS BEING A 97.05-ACRE TRACT OF LAND OUT OF SECTIONS 35 AND 36, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN SF-1, SINGLE-FAMILY DWELLING DISTRICT, IN PART, AND AN RR, REGIONAL RETAIL DISTRICT, IN PART; SAID TRACT BEING GENERALLY LOCATED ON THE NORTH SIDE OF WEST STATE HIGHWAY 158, APPROXIMATELY 11 FEET WEST OF BRANDY HILL ROAD; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT: NONE) (DEVELOPMENT SERVICES)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10193.

Mayor Payton opened the public hearing at 10:28 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Jack Ladd moved to approve the first of two readings of Ordinance No. 10193; seconded by John Norman.

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

16. 10194 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 4,712-

DRAFT

SQUARE FOOT PORTION OF LOT 20A, BLOCK 17, GREATHOUSE ADDITION, SECTION 13, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF BRIARWOOD AVENUE AND PORTICO WAY), WHICH IS PRESENTLY ZONED LR, LOCAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN AN EVENT 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 1) (DEVELOPMENT SERVICES)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10194.

Mayor Payton opened the public hearing at 10:29 a.m.

Monica LeClair, 5701 East County Road 55, spoke in support of this item noting there was a need for more businesses on this side of town and it will bring growth. It is a good spot.

There being no one else wishing to speak, the public hearing was closed at 10:30 a.m.

Michael Trost moved to approve the first of two readings of Ordinance No. 10194; seconded by John Norman.

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

17. 062-2021 – HOLD A PUBLIC HEARING IN ORDER FOR THE CITY OF MIDLAND AND THE CDBG PRIORITIZATION COMMITTEE TO RECEIVE PUBLIC COMMENTS, GUIDANCE AND RECOMMENDATIONS REGARDING THE 2021-2022 CDBG GRANT APPLICATION SUBMISSIONS AND THE SECOND YEAR ACTION PLAN IN ACCORDANCE WITH THE FIVE YEAR CONSOLIDATED PLAN GOALS (DISTRICT: NONE) (DEVELOPMENT SERVICES)

CDBG Manager Isaac Garnett gave a brief overview of the item noting this is a public hearing to allow comments to the action plan for use of CDBG funds. They put out 150 surveys and received back 58. He presented to Council the raw numbers that gives a snapshot of that moment of what the community feels is important at this time. The top priorities included: senior services, homeless facilities, health facilities, flood and drainage, and health services. Mayor Payton asked if there was more specific information on health services. Mr. Garnett reported that the survey did not ask for specifics but staff can look at that in the future.

Mr. Garnett continued that after his initial staff report he discovered that his unappropriated fund balance was less than he originally thought because a project had been approved but the money had not been assigned to a project. He reviewed the trimmed down numbers.

DRAFT

The total funding is now approximately $400,000 less.

Mayor Payton opened the public hearing at 10:38 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

No action was taken on this item.

MISCELLANEOUS

18. 063-2021 – RECEIVE AN UPDATE ON THE TEMPORARY LAND USE PERMIT FOR A VENDOR MARKET AND CONCERT ON LOT 1A, BLOCK 54, ALL OF BLOCK 55, A 0.57-ACRE PORTION OF WEST WALL STREET RIGHT-OF-WAY, A 0.57-ACRE PORTION OF NORTH COLORADO STREET RIGHT-OF-WAY, AND A 0.57-ACRE PORTION OF WEST TEXAS AVENUE RIGHT-OF-WAY, ALL ADJACENT TO BLOCK 55, ALL OUT OF ORIGINAL TOWN ADDITION, SECTION 14, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH COLORADO STREET AND WEST TEXAS AVENUE) (DISTRICT 2) (DEVELOPMENT SERVICES)

Development Services Director Chuck Harrington reported the first event took place last Saturday. From staff observation, it was very well received by both vendors and attendees. There were a few rough spots but staff feels like they can be handled before the next event. Staff would like to reach out to the applicant to help them accomplish some items. One example is to have someone man the barricades. There was an instance where a vendor moved a barricade and left it open and a car ended up driving through the area. Staff requested 20 restrooms and they provided 10 which turned out to be more than adequate. However, they did not put the restrooms in the best location which ended up putting a burden on the park restrooms.

Council Member Trost thought the event was well organized and suggested that signage could help address some of the issues such as letting people know how to get to the businesses further down the block on Wall Street. Mr. Harrington agreed noting that Wall and Colorado could be better used and to leave Texas open. Council Member Trost added that when he talked with the applicant, they are willing to do what staff requests.

Grant Billingsly, 901 Pine Court, reported he has spoken with several of his board members and they would like to echo that the event went off very well and is on the path for a successful event going forward. It was a very good event in part due to communication, cooperation and understanding between the parties. They do have some items they need to point out. The first is managing trash. With an event this size there is a lot of food and beverages and there was more trash than they could deal with. They asked for the participation of the organizers in this area. He agreed with Mr. Harrington's observation regarding the placement of the portable toilets and that the public did not know where they were. The restroom constraints helps them identify the real capacity of the park. Their next concern is alcohol. There is no alcohol in the park except by special permit which controls where it would be allowed and requires additional insurance and security. At the event one of the popular sites was free wine tasting, which was a hit. The availability of alcohol in close proximity to the boundary of the park signaled to the attendees that they could walk

DRAFT

around with their alcohol and take it where they needed to go. He clarified that there were no incidents, but alcohol needs to be understood and addressed. Other issues included no glass containers or balloons are allowed in the park. He also suggested more cooperation and communication with vendors noting the importance that they stay out of vehicle throughways and stay in their designated areas. Their final issue is that someone ran an extension cord from the park out into the street. There are two more events coming up and he hopes they are big successes.

Council Member Ladd reported that the atmosphere was joyous. It felt like the community had come back from COVID. He thanked the guys at the conservancy for allowing this to go forward. We want to manage the trash and keep the park beautiful and wants to ensure we address the conservancy's concerns. He asked the conservancy to let Council know about any other hiccups that need to be addressed.

Sallie Vega, 1300 Cerrillos Avenue, reported she is a new real estate agent. Her group participated in the event and she made a lot of connections and networked with other people and vendors. It was a joyous event and everyone was very supportive. It was clean and she didn't feel that alcohol was a problem, which is something that worries moms. She hopes to see more micro markets.

Becky McCraney, 4410 Cherrywood, reported she is a business owner and this is the first time she has ever seen such energy in downtown Midland. She really saw entrepreneurs explode and saw women have the opportunity to expose their creativity and share what they are passionate about. She is thankful for the organization. She was glad to see the splash pad downtown and thankful to the conservancy and Stephanie for the park. If we all work together this can be improved. She met two young men who recently moved here who work in the oil business. They were given grief by their coworkers before moving here but they both thought there was a lot of stuff to do. The synergy this event created right next to the park is amazing. She appreciates everyone working together to make this happen and is happy to be a part of it.

Dan Corrales, 1600 Weatherford, took his son down to the splash pad and posted videos on social media. Many people commented that they didn't know this was in downtown. He suggested making people aware of what is acceptable at the park with QR codes linking to TicTok to increase awareness. We should take a jewel like Centennial Park and make it the best in order to increase a sense of community. The market has done wonders and he is grateful we have it.

Lauren Johnston, 3406 Sinclair Avenue, shared letters from her neighbors and other tenants of the micro market. She thanked Council for hearing them and thanked the conservancy for hosting them and for their continued work with them. The last market event was even bigger, better and more joyous than previous ones. She heard nothing but positive feedback from all of the vendors. She heard people at the market say this doesn't feel like Midland. Her hope is to change the mindset of Midlanders that this is a place where people want to be to raise their children. Her group includes a lot of hustlers and they are really good at adapting to whatever is going on. They are always looking for more ways to keep the market fresh such as bringing in non profits for pumpkin carving. She thanked Council for their support.

DRAFT

Seth Streun, 721 West Dengar, reiterated how beneficial this event is for community, for small business, for downtown, and for Centennial park. There are people who haven't been downtown for 10 years and an event like this brings people downtown. He is seeking permission to get the remainder of the dates in order to continue to grow the events and make the market even better. He is looking at finding headlining bands and carnival attractions but he needs more than 60 or 90 days in advance to book them. The last market had 80 plus vendors. If the schedule is opened for the whole year they can increase the quality of the market. Council Member Ladd asked if they captured how many people came from out of town. Mr. Streun only knew vendor locations noting they came from as far as San Angelo and Lubbock. They don't yet know their sales revenue but the April 24th market had over $200,000 in sales. When asked about the restroom situation he said he thought signage would help them.

Patrick Resch, 3406 Boyd Avenue, is the general manager of Lost Books wine bar and co-owner of the shop next door. Both locations benefited from the micro market and their sales were ten times that of a regular Saturday. As a father, he loved watching his daughter dance in front of the band after being cooped up for the last year.

Mayor Payton appreciated everyone's input noting they would be having future discussions. When asked about extending the dates of the Micro Market , staff was asked to bring this item back after the August 7th event for further discussion and a decision.

PUBLIC COMMENT

19. 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.)

There were no citizens present wishing to speak.

EXECUTIVE SESSION

Mayor Payton recessed the meeting at 11:16 a.m. to go to Executive Session.

20. 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 551.072, Deliberation Regarding Real Property

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

All the business at hand having been completed, the meeting adjourned at 11:41 a.m.

PASSED AND APPROVED June 22, 2021.

DRAFT

Patrick Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

DRAFT

City Council Meeting

Item Number: 5

Meeting Date: June 22, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT WITH WELLS FARGO BANK, N.A. TO PROVIDE PRIMARY DEPOSITORY AND COMMERCIAL BANKING SERVICES FOR THE CITY OF MIDLAND (DISTRICT: NONE) (GENERAL SERVICES)

Purpose:

Approval of a resolution authorizing the City Manager to negotiate and execute a contract for Primary Depository/Banking Services for City funds.

Recommended City Council Action:

Approve

Fiscal Impact:

Operations Funds

Discussion:

The City Manager approved the issuance of a request of proposals for primary depository/banking services and secondary depository for City funds. Request for proposals were sent to thirteen (13) financial institutions. We received one (1) proposal. The Finance and Audit Committee recommends that the City Manager negotiate and execute a contract with Wells Fargo Bank, N.A. of San Francisco, California for primary depository/banking services for City funds. Please see the attached memo from Mala Ramkissoon, City Treasurer, for more information.

Morris Williams Jr.

City Manager's Office

Evaluation Only. Created with Aspose.Cells for .NET.Copyright 2003 - 2021 Aspose Pty Ltd.

12 Month Client Analysis Summary

ACCOUNT NUMBER	AFP CODE	DESCRIPTION	Total Sum of VOLUME	Most Recent Current Price	New RFP Proposed Price	Price Variance * Total Volume
Municipal Court	10 0220	DEPOSITED CHECKS - ON US	1	0.0200	0.0450	0.03
Jury	10 0006	BRANCH DEPOSIT	1	0.3500	3.5000	3.15
	15 0030	POSITIVE PAY ONLY MONTHLY BASE	12	35.0000	15.0000	(240.00)
	15 0120	POSITIVE PAY ONLY - ITEM	21	0.0800	0.0800	-
	20 9999	ARP AGED ISSUE RECORDS ON FILE-ITEM	554	0.0060	0.0060	-
	15 0310	POSITIVE PAY EXCEPTIONS - ITEM	1	5.0000	5.0000	-
	15 0310	POS PAY CHECKS WITH NO ISSUE RECORD	1	-	0.5000	0.50
	15 9999	CHECKS RETURNED W/STATEMENT-ITEM	25	0.0018	0.0500	1.21
	15 0100	DDA CHECKS PAID	25	0.05987	0.0600	0.00
	25 1050	ACH CEO FRAUD FILTER REVIEW MO BASE	12	5.0000	5.0000	-
	01 0000	ACCOUNT MAINTENANCE W/ CHK RETURN	12	-	5.0000	60.00
	00 0230	RECOUPMENT MONTHLY IB	14.64	0.1095	0.1095	-
		(Municipal Court Jury) Total	679.64			(175.12)
Pooled Cash	10 0220	DEPOSITED CHECKS - ON US	669	0.0150	0.0450	20.07
	10 0225	DEPOSITED CHECK	3940	0.0281	0.0450	66.78
	05 0400	LBX TRANSMISSION BASE	2	75.0000	75.0000	-
	05 0410	LBX PKG US MAIL DELIVERY	5	1.0000	1.0000	-
	05 0000	LBX REMIT PROCESSED EXPRESS MAIL	1	2.5000	2.5000	-
	05 011R	LBX DOCUMENT SCANNED	31144	0.0500	0.0500	-
	25 0302	ACH RETURN ITEM-ELECTRONIC	15	-	1.0000	15.00
	25 0302	ACH RETURN ADMIN -ELECTRONIC	29	-	6.5000	188.50
	25 0312	ACH RETURN UNAUTHORIZED -ELECTRONIC	3	-	1.0000	3.00
	25 0312	ACH RETURN UNAUTHORIZED QUALITY FEE	2	5.0000	5.0000	-
	10 0015	MISCELLANEOUS CREDITS POSTED	710	0.3500	0.2000	(106.50)
	10 0015	CASH DEP/$1 VERIFY IN CASH VAULT T1	1931533	0.0010	0.0015	946.45
	10 0015	CASH DEP/$1 VERIFY IN CASH VAULT T2	354180	-	0.0015	531.27
	10 0501	ADJ FOR CASH DEPOSITED IN WF BRANCH	12	7.5000	7.5000	-
	20 0020	ARP MONTHLY BASE - PARTIAL	12	-	10.0000	120.00
	20 0201	ARP PART POSITIVE PAY ISSUE - ITEM	6739	0.0100	0.0100	-
	20 0301	ARP OUTPUT - TRANSMISSION	251	13.0000	5.0000	(2,008.00)
	15 0222	POSITIVE PAY EXCEPTION CHECKS RETND	4	5.0000	15.0000	40.00
	20 0306	ARP OPTIONAL REPORTS	251	-	2.0000	502.00
	15 0410	STOP PAYMENT - ONLINE	119	5.0000	5.0000	-
	20 9999	ARP AGED ISSUE RECORDS ON FILE-ITEM	12809	0.0060	0.0060	-
	20 0100	OUTGOING TRANSMISSION - PER ITEM	6366	-	0.0100	63.66
	15 1352	CEO IMAGE VIEW < 90 DAYS - ITEM	151	0.5000	0.5000	-
	15 1352	CEO IMAGE VIEW > 90 DAYS - ITEM	32	10.0000	10.0000	-
	15 1352	DESKTOP DEPOSIT IMAGES RETRIEVED	632	-	-	-
	15 0310	POSITIVE PAY EXCEPTIONS - ITEM	4	5.0000	5.0000	-
	15 0030	POSITIVE PAY MONTHLY BASE	12	-	10.0000	120.00
	15 0310	POS PAY CHECKS WITH NO ISSUE RECORD	3	-	0.5000	1.50
	40 0231	DESKTOP DEPOSIT REPORT PER ITEM	632	-	-	-
	01 0101	DESKTOP DEPOSIT-DEPOSIT CREDITED	27	0.3500	0.7500	10.80
	40 0003	DESKTOP DEPOSIT MONTHLY BASE	15	-	10.0000	150.00
	15 1353	WELLSIMAGE PAID CHECK PER CD	12	5.0000	5.0000	-
	15 1350	WELLSIMAGE PAID CHECK MONTHLY BASE	12	-	10.0000	120.00
	15 0100	DDA CHECKS PAID	6341	0.0599	0.0600	0.82
	01 0010	ACCT MAINTENANCE CHEXSTOR-PLUS	12	-	5.0000	60.00
	10 001A	BRANCH DEPOSIT POST VERIFY	2512	0.3500	2.0000	4,144.80
	15 0500	WF CHK CASHED FOR NONACCT HOLDER	16	-	-	-
	40 0340	CEO SEARCH	957	-	0.0300	28.71

Evaluation Only. Created with Aspose.Cells for .NET.Copyright 2003 - 2021 Aspose Pty Ltd.

30 0200	REC MGR OR E-BOX TRANSMISSION	191	15.0000	5.0000	(1,910.00)
30 0320	RECEIVABLES MANAGER SET UP	1	1,500.0000	-	(1,500.00)
30 0010	RECEIVABLES MANAGER MONTHLY BASE	10	250.0000	250.0000	-
10 0225	WHOLESALE LOCKBOX - DEPOSITED CHECK	10150	0.0300	0.0300	-
10 0220	DEPOSITED CHECKS LBX - ON US	5943	0.2000	0.0300	(1,010.31)
10 0225	RETAIL LOCKBOX - DEPOSITED CHECK	24150	0.2000	0.0300	(4,105.50)
40 0052	CEO PREV DAY REPORTING MAINTENANCE	40	12.0000	12.0000	-
	CEO PREV DAY REPORTING SUBSCRIPTION	8	12.0000	12.0000	-
40 0271	CEO PREV DAY REPORTING ITEMS LOADED	3019	0.0100	0.0100	-
40 0272	CEO PREV DAY REPORTING ITEMS LOADED	18399	0.0100	0.0100	-
40 0055	CEO INTRADAY REPORTING MAINTENANCE	40	12.0000	12.0000	-
	CEO INTRADAY REPORTING SUBSCRIPTION	8	12.0000	12.0000	-
40 0274	CEO INTRADAY REPORTING ITEMS RPTD	765	0.0100	0.0100	-
40 022Z	CEO ALERTS SERVICE - EMAIL	42	0.5000	0.3000	(8.40)
	CEO EVENT MESSAGING SERVICE - EMAIL	347	0.5000	0.3000	(69.40)
40 0003	CEO WIRE XFR DETAIL US ACCT MO BASE	40	8.0000	8.0000	-
	WIRE TRANSFER REPORT BASE-CEO	8	8.0000	8.0000	-
40 0274	CEO WIRE XFR DETAIL US ACCT ITEM	63	1.0000	1.0000	-
40 0340	CEO WIRE INQUIRY DETAIL - PER ITEM	78	3.5000	2.0000	(117.00)
	WIRE INQUIRY DETAIL PER ITEM-CEO	17	3.5000	2.0000	(25.50)
30 0010	CEO EDI PMT DETAIL SUBSC MO BASE	24	60.0000	35.0000	(600.00)
30 0225	CEO EDI PMT DETAIL - ITEM	24178	0.2500	0.1800	(1,692.46)
30 0225	CEO EDI PMT DETAIL - ADDENDA ITEM	5980	0.1000	0.1000	-
40 0800	INFO REPORTING HISTORY STORAGE 60	25607	0.0150	-	(384.11)
40 0054	CEO DEPOSIT DETAIL MAINTENANCE	10	20.0000	15.0000	(50.00)
	CEO DEPOSIT DETAIL RPT SUBSCRIPTION	2	20.0000	15.0000	(10.00)
40 0274	CEO DEPOSIT DETAIL ITEMS RPTD	368	0.2500	0.2500	-
25 0703	CEO ACH HYP ITM DET INQ - PER ITEM	214	1.5000	1.5000	-
25 1050	ACH CEO FRAUD FILTER REVIEW MO BASE	12	5.0000	5.0000	-
25 1053	ACH CEO FRAUD FILTER REVIEW - ITEM	8	5.0000	5.0000	-
15 0724	POSITIVE PAY EXCEPTION - CEO IMAGE	5	1.0000	1.0000	-
20 0201	CEO CHECK ISSUES-ITEM	283	0.0500	0.0500	-
25 0400	ACH CEO RETURN SUBSCRIPTION-ACCOUNT	48	37.5000	25.0000	(600.00)
40 0051	ARP STMTS & RPTS (CSV/EXCEL) BASE	24	80.0000	20.0000	(1,440.00)
40 0272	ARP STMTS & RPTS (CSV/EXCEL) / ITEM	29869	0.0300	0.0200	(298.69)
40 0054	CEO E-BOX RPT SUBSCRIPTION MO BASE	12	30.0000	30.0000	-
40 0274	CEO E-BOX RPT - ITEM	36276	0.0600	0.0450	(544.14)
05 0500	LBX ONLINE DECISION BASE	2	50.0000	50.0000	-
05 0500	LBX ONLINE DECISION EXCEPTIONS	131	0.1000	0.1000	-
05 0500	LBX ONLINE DECISION REJECT	9	0.1000	0.1000	-
05 0530	LBX CORRESPONDENCE OR REJECTS	29	0.2000	0.2000	-
05 0129	LBX VALUE ADDED KEYING	18932	0.0100	0.0100	-
05 0600	LBX 7 YEAR IMAGE ARCHIVE	31144	0.0375	0.0375	-
05 0020	LBX WHOLETAIL BASE	2	100.0000	100.0000	-
	WTLBX MONTHLY BASE	10	100.0000	100.0000	-
05 0401	WTLBX TRANSMISSION MONTHLY BASE	10	75.0000	100.0000	250.00
05 0100	LBX WT CHECKS	9458	-	-	-
	WTLBX CHECKS	28650	-	-	-
05 0122	LBX WT TOTAL PAYMENTS PROCESSED	10364	0.1200	0.1200	-
	WTLBX TOTAL PAYMENTS PROCESSED	31020	0.1200	0.1200	-
05 0122	LBX WT MULTI PAYMENT	1276	0.2000	0.2000	-
	WTLBX MULTI PAYMENT	3428	0.2000	0.2000	-
05 0002	LBX WT PARTIAL PAYMENT	1003	0.0400	0.0400	-
	WLTLBX PARTIAL PAYMENT	2942	0.0400	0.0400	-
05 0301	WTLBX DAILY DEPOSIT CUT	134	1.5000	-	(201.00)
05 0101	WTLBX IMAGING - SCANNABLE	88320	0.0500	-	(4,416.00)
05 0127	WTLBX MICR DATA CAPTURE	28650	0.1300	-	(3,724.50)
05 0137	WTLBX PROGRAMMING CHARGES	10	0.1300	-	(1.30)

Evaluation Only. Created with Aspose.Cells for .NET.Copyright 2003 - 2021 Aspose Pty Ltd.

05 9999	WTLBX REMIT PROCESSED EXPR MAIL	4	2.5000	2.5000	-
05 0530	WTLBX CORRESPONDENCE / REJECTS	118	0.2000	0.2000	-
05 0424	WTLBX 7 YEAR B/W IMAGE ARCHIVE	92445	0.0350	0.0380	277.34
05 9999	WTLBX EXCESSIVE CHECK SURCHARGE	12	0.0200	0.0200	-
05 0002	WTLBX PO BOX RENTAL/ANNUAL	1	225.0000	-	(225.00)
05 0801	WTLBX SET UP FEE	1	135.0000	-	(135.00)
05 9999	LBX WT STD ITEM PROCESSED NON SCAN	692	0.3000	0.3000	-
	WTLBX STD ITEM PROCESSED NON SCAN	1446	0.3000	0.3000	-
05 9999	WTLBX RESTRICTIVE / SPEC PROCESSING	1446	0.3500	-	(506.10)
05 9999	WTLBX MICR CAPTURE NON-SCANNABLE	1446	0.1300	0.3000	245.82
05 9999	WTLBX VALUE ADDED KEYING - NON SCAN	61101	0.0180	0.0100	(488.81)
05 9999	WTLBX IMAGING NON-SCANNABLE	4125	0.0500	0.3000	1,031.25
05 9999	WTLBX ONLINE DECISION MTHLY BASE	10	50.0000	50.0000	-
05 9999	WTLBX ONLINE DECISION EXCEPTN POST	363	10.0000	0.1000	(3,593.70)
05 9999	WTLBX ONLINE DECISION ITEMS REJECT	54	0.1000	0.1000	-
05 9999	WTLBX REMIT PROCESSED CASH	3	9.0000	9.0000	-
05 0410	WTLBX FIRST CLASS POSTAGE PKG	26	2.2500	-	(58.50)
05 0401	LBX WT TRANSMISSION PER ITEM	11056	0.0100	0.0100	-
	WTBX TRANSMISSION ITEM	32466	0.0100	0.0100	-
05 0425	LBX IMAGE FILE IMPORT	31144	0.0200	0.0200	-
	WLBX IMAGE FILE IMPORT-IMAG	92445	0.0200	0.0200	-
15 1357	IFI SETUP PER PRODUCT	1	150.0000	-	(150.00)
15 1350	IFI MAINTENANCE PER PRODUCT	10	75.0000	75.0000	-
10 0220	DESKTOP DEPOSIT-DEPOSITED ITEM ONUS	57	0.0950	0.1200	1.43
10 0224	DESKTOP DEPOSIT-DEPOSITED ITEM	597	0.1250	0.1200	(2.99)
10 0220	WF ELEC DEPOSIT-DEPOSITED ITEM ONUS	15178	0.0150	0.0150	-
10 0224	WF ELEC DEPOSIT-DEPOSITED ITEM	49029	0.0400	0.0400	-
10 0230	ELECTRONIC DEPOSIT - DEP ADJUSTMENT	140	2.5000	2.5000	-
25 0201	ELECTRONIC CREDITS POSTED	9275	0.1000	0.1000	-
01 0100	DEBITS POSTED	777	0.1000	0.1000	-
10 0416	CEO RETURN ITEM RETRIEVAL-IMAGE	8	3.5000	3.5000	-
10 0416	CEO RETURN ITEM SERVICE MTHLY BASE	24	-	-	-
10 0040	ROLLED COIN FURNISHED BY WF BRANCH	800	0.0800	0.0800	-
10 0040	CURRENCY FURNISHED BY WF BRANCH	91442	0.0010	0.0025	137.16
10 0040	CASH ORDER FEE IN A WF BRANCH	154	1.0000	2.0000	154.00
10 001A	POST VERIFY CASH DEP IN WF BRANCH	235626	0.0010	0.0015	117.81
	POST VERIFY CASH DEPOSITED	349037	0.0010	0.0015	171.03
10 0010	LOOSE COIN DEPOSITED IN BRANCH	13	4.0000	13.0000	117.00
00 0321	ACCOUNT ANALYSIS-CREDIT ADJUSTMENT	-0.12	1.0000	-	0.12
15 1399	WELLSIMAGE PAID CHECK PER ITEM	6500	0.0200	0.0200	-
20 0120	ARP PARTIAL RECONCILIATION - ITEM	6341	-	0.0200	126.82
01 0020	ZERO BALANCE MASTER ACCOUNT MAINT	8	50.0000	20.0000	(240.00)
05 9999	E-BOX PAYMENT	26348	0.1800	0.1500	(790.44)
05 0030	E-BOX MONTHLY MAINT (W/CROSS REF)	12	100.0000	100.0000	-
05 9999	E-BOX PAYMENT RETURN	39	0.1500	0.1500	-
05 9999	E-BOX PAYMENT REVERSED	1	0.2500	0.2500	-
05 0030	E-BOX REVERSAL REPORTING MTHLY BASE	12	5.0000	5.0000	-
35 0300	WIRE IN - DOMESTIC	51	4.0000	4.0000	-
	WIRE IN TO USA ACCT-USA DOMESTIC	10	4.0000	4.0000	-
35 0412	WIRE MAIL CONFIRMATION	275	1.0000	1.0000	-
35 9999	WIRE BASE -VOICE	2	-	-	-
	WIRE MONTHLY DDA BASE - VOICE	10	-	-	-
35 0551	WIRE TEMPLATE STORAGE BASE	36	0.5000	0.5000	-
	WIRE TEMPLATE STORAGE MONTHLY BASE	180	0.5000	0.5000	-
35 0100	WIRE OUT DOMESTIC - CEO	161	4.0000	4.0000	-
	WIRE OUT DOMESTIC CEO/API	34	4.0000	4.0000	-
35 0120	WIRE BOOK TRANSFER - CEO	14	1.0000	1.0000	-
	WIRE BOOK TRANSFER CEO/API	1	1.0000	1.0000	-

Evaluation Only. Created with Aspose.Cells for .NET.Copyright 2003 - 2021 Aspose Pty Ltd.

	35 9999	WIRE PIN BASE	8	-	-	-
		WIRE SECURITY PIN MONTHLY BASE	40	-	-	-
	25 0102	ACH TWO DAY ITEM	5647	0.0300	0.0300	-
	25 0102	ACH FUTURE DATED ITEM	248	0.0314	0.0300	(0.34)
		ACH ONE DAY ITEM	1087	0.0500	0.0300	(21.74)
	25 0102	ACH SAME DAY	1547	1.5000	1.0000	(773.50)
	25 0710	ACH FAX SERVICE	72	-	-	-
	25 0000	ACH MONTHLY BASE	36	15.0000	15.0000	-
	25 1010	ACH SPECIAL INVESTIGATION	1	35.0000	20.0000	(15.00)
	25 0202	ACH RECEIVED ITEM	9468	-	0.1000	946.80
	25 0642	ACH REVERSAL - ITEM	1	35.0000	20.0000	(15.00)
	25 1070	ACH WELLS FARGO NOC-INFO REPT ADVIC	1	-	-	-
	25 0302	ACH NOC - INFO REPORTING ADVICE	7	6.5000	6.5000	-
	25 0501	ACH TRANSMISSION CHARGE	78	4.0000	4.0000	-
	00 0230	RECOUPMENT MONTHLY IB	226460.79	0.1095	0.1095	-
		(Pooled Cash) Total	4169237.67			(21,128.97)
NSF	10 0225	DEPOSITED CHECK	2	0.0300	0.0450	0.03
	10 0006	BRANCH DEPOSIT	2	0.0350	2.5000	4.93
	01 0010	ACCT MAINTENANCE CHEXSTOR-PLUS	12	-	5.0000	60.00
	15 0340	OVERDRAFT CHARGE-PAID ITEM	1	-	35.0000	35.00
	40 022Z	CEO ALERTS SERVICE - EMAIL	2	0.5000	0.3000	(0.40)
		CEO EVENT MESSAGING SERVICE - EMAIL	2	0.5000	0.3000	(0.40)
	25 1050	ACH CEO FRAUD FILTER REVIEW MO BASE	12	5.0000	5.0000	-
	25 1053	ACH CEO FRAUD FILTER REVIEW - ITEM	4	5.0000	5.0000	-
	25 0201	ELECTRONIC CREDITS POSTED	10	0.1000	0.1000	-
	01 0100	DEBITS POSTED	81	0.0500	0.1000	4.05
	10 0400	RETURN ITEM - CHARGEBACK	87	1.5000	1.5000	-
	10 0401	RETURN ITEM SPECIAL INSTRUCTIONS	87	0.2500	0.2500	-
	10 0402	RETURN ITEM REDEPOSITED	77	1.0000	1.0000	-
	10 0401	RETURN ITEM SPECIAL INST MTHLY BASE	24	-	3.0000	72.00
	35 0412	WIRE MAIL CONFIRMATION	6	1.0000	1.0000	-
	25 0202	ACH RECEIVED ITEM	18	-	0.1000	1.80
	00 0230	RECOUPMENT MONTHLY IB	166.09	0.1095	0.1100	0.08
	15 0240	PYMT AUTH MAX CHECK MTHLY BASE	12	10.0000	5.0000	(60.00)
		(NSF) Total	605.09			117.09
		** NSF account has switched to ZBA as of 4/1/2021				
Payroll	25 0302	ACH RETURN ADMIN -ELECTRONIC	4	-	6.5000	26.00
	25 1010	ACH COMPLEX SPECIAL INVESTIGATION	8	210.0000	210.0000	-
	20 0020	ARP MONTHLY BASE - PARTIAL	12	-	10.0000	120.00
	20 0201	ARP PART POSITIVE PAY ISSUE - ITEM	880	0.0100	0.0100	-
	20 9999	ARP AGED ISSUE RECORDS ON FILE-ITEM	6846	0.0060	0.0060	-
	15 0030	POSITIVE PAY MONTHLY BASE	12	-	10.0000	120.00
	15 0100	DDA CHECKS PAID	883	0.0599	0.0600	0.11
	01 0010	ACCT MAINTENANCE CHEXSTOR-PLUS	12	-	5.0000	60.00
	15 0500	WF CHK CASHED FOR NONACCT HOLDER	23	-	-	-
	40 022Z	CEO EVENT MESSAGING SERVICE - EMAIL	87	0.5000	0.3000	(17.40)
	25 1050	ACH CEO FRAUD FILTER REVIEW MO BASE	12	5.0000	5.0000	-
	25 0201	ELECTRONIC CREDITS POSTED	147	0.1000	0.1000	-
	01 0100	DEBITS POSTED	165	0.0500	0.1000	8.25
	01 0021	ZERO BALANCE MONTHLY BASE	8	40.0000	10.0000	(240.00)
	15 1399	WELLSIMAGE PAID CHECK PER ITEM	946	0.0200	0.0200	-
	20 0120	ARP PARTIAL RECONCILIATION - ITEM	883	-	0.0200	17.66
	35 0412	WIRE MAIL CONFIRMATION	12	1.0000	1.0000	-
	35 9999	WIRE BASE -VOICE	2	-	-	-
		WIRE MONTHLY DDA BASE - VOICE	10	-	-	-
	35 0120	WIRE BOOK TRANSFER - CEO	3	1.0000	1.0000	-
	25 0120	ACH ORIGINATED - ADDENDA REC	1467	-	0.0500	73.35

Evaluation Only. Created with Aspose.Cells for .NET.Copyright 2003 - 2021 Aspose Pty Ltd.

25 0102	ACH TWO DAY ITEM	20232	0.0300	0.0300	-
25 0102	ACH FUTURE DATED ITEM	4618	0.0314	0.0300	(6.28)
	ACH ONE DAY ITEM	4150	0.0500	0.0300	(83.00)
25 0102	ACH SAME DAY	435	1.5000	1.0000	(217.50)
25 0710	ACH FAX SERVICE	36	-	-	-
25 0000	ACH MONTHLY BASE	12	15.0000	15.0000	-
25 0202	ACH RECEIVED ITEM	163	-	0.1000	16.30
25 0642	ACH REVERSAL - ITEM	2	35.0000	20.0000	(30.00)
25 1070	ACH WELLS FARGO NOC-INFO REPT ADVIC	5	-	-	-
25 0302	ACH NOC - INFO REPORTING ADVICE	22	6.5000	6.5000	-
25 0501	ACH TRANSMISSION CHARGE	135	4.0000	4.0000	-
00 0230	RECOUPMENT MONTHLY IB	6955.03	0.1095	0.1095	-
	(Payroll) Total	49187.03			(152.51)
	Grand Total	4219723.73			(21,339.50)

Overall reduction in annual fees

Also proposed:
Earnings Credit Allowance at 0.50%
Competitive interest rate at 0.16% for interest bearing accounts
Two month fee waiver up to $20,674 per year should fees exceed ECR

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT WITH WELLS FARGO BANK, N.A. TO PROVIDE PRIMARY DEPOSITORY AND COMMERCIAL BANKING SERVICES FOR THE CITY OF MIDLAND

WHEREAS, a request for proposals was advertised to provide for the selection of a bank to perform as the primary depository for the investment of City funds and the source of commercial banking services; and

WHEREAS, the City Council finds it to be in the public interest to select Wells Fargo Bank, N.A. to provide primary depository and commercial banking services; and

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager to negotiate and execute, on behalf of the City of Midland, a contract with Wells Fargo Bank, N.A. for the performance of said primary depository and commercial banking services;

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

THAT the City Manager is hereby authorized and directed to negotiate and execute, on behalf of the City of Midland, a contract with Wells Fargo Bank, N.A. for the performance of said primary depository and commercial banking services.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

_____
Christy Weakland, Interim Director of Finance

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

An RFP was released on April 9th, 2021 for banking services for the City of Midland. The City is required by state law to bid out banking services every five years.

The City received one bid. The submitting bank was Wells Fargo, the City's current bank.

The Finance Department had established a staff evaluation committee to review bids, but since only one was received, there was no need for the committee's participation. The Finance Director and the City Treasurer together have reviewed and compared the new terms and conditions of Wells Fargo's proposal with our current banking conditions. Based on that assessment, a recommendation to the Finance and Audit Committee was to approve a new five-year contract with Wells Fargo Bank.

The Finance and Audit Committee met on May 27th, 2021 and voted to recommend to the City Council to contract with Wells Fargo Bank for depository services for the City of Midland for the next 5 years.

Attachments:

- Executive Summary to Finance and Audit Committee
- Finance and Audit Committee Minutes

Mala Ramkissoon, CPA
City Treasurer

Executive Summary – Banking Services RFP 2021

Purpose of RFP

Select a bank to perform as the primary depository for the investment of City funds and source of commercial banking services, and to select a bank or banks to serve as a secondary depository or depositories for the investment of City funds.

Schedule

April 9, 2021	Release of Request for Proposal
April 21, 2021	Deadline for submission of RFP questions (2:00pm CST)
April 23, 2021	Responses to questions provided (2:00pm CST)
May 14, 2021	Deadline for proposal submission (2:00pm CST)
June 8, 2021	City Council Action to Award Contract
August 31, 2021	Termination of old Contract Agreement
September 1, 2021	New Contract Commence

Staff Committee Evaluation Team and Selection Criteria

The following staff members were selected to be on the evaluation committee

- Mark C. Mason, Finance Director
- Mala Ramkissoon, City Treasurer
- Cara Everts, Municipal Court Administrator
- Hugo Rodriguez, Assistant Director of Information Systems
- Kim Watkins, Accounting Manager at Midland Int'l Air & Space Port
- Regina Stephenson & Erika Martinez, Purchasing Staff members to serve as observers

Selection Criteria

- 25% - Banking Service costs
- 25% - Responsiveness and ability to provide services
- 20% - Earning potential and funds availability
- 15% - Experience and continuity of bank and bank officials
- 15% - Creditworthiness of the bank

Bids Results on Base Services

As of the deadline date, May 14th, 2021, the only bid submission received was from Wells Fargo. The City had received questions from BB&T and Frost Bank, but there were no bid submissions from either one of these banks.

As a result of receiving just one bid, there was no need for participation from the selection panel.

Wells Fargo Bank – Federally Chartered Bank

Wells Fargo is currently serving as the City's Bank and has served us for over 25 years. The Finance Director and the City Treasurer together have reviewed and compared the newly proposed Wells Fargo terms and rates against the current banking conditions. Details of the rate comparison is shown in Exhibit A. This analysis shows a possible reduction in annual fees of over $21,000. In addition to an overall rate reduction, the City will continue to receive a 0.50% earning credit rate (ECR) against our average cash balance in the pooled checking account and an interest rate of 0.16% on all interest bearing accounts. The ECR will only be used to offset fees. In the event of an account analysis shortfall, where fees are not completely offset by

credits, they are offering a two (2) month analysis fees waiver every year of the contract up to $20,674. The bank has agreed to meet our 102% collateral and house the bonds with 3rd party agency. A dedicated government banking team with more than 85 years of combined experience of working with Texas public entities will continue to be of service to the City.

In its most recent Community Reinvestment Act (CRA), which covers the years 2012 through 2018, Wells Fargo has received an outstanding national rating from the Office of Comptroller of Currency (OCC). Credit rating table below shows very strong capacity to meet financial commitments from four big credit rating agencies. Ratings as of July 2020.

Wells Fargo & Company	**DBRS**	**Fitch**	**Moody's**	**Standard & Poor's**
Long-term Issuer Rating	AA(low)	A+	A2	BBB+
Short-term Issuer Rating	R-1 (middle)	Fl	P-1	A-2
Senior Unsecured	AA(low)	A+	A2	BBB+
Subordinated	A (high)	A-	A3	BBB
Preferred Stock	A (low)	BBB	Baa2	BB+
Wells Fargo Bank, N.A.	**DBRS**	**Fitch**	**Moody's**	**Standard & Poor's**
Long-term Issuer Rating	AA	AA-	Aa2	A+
Short-term Issuer Rating	R-1 (high)	Fl+	P-1	A-1
Bank Deposits	AA	AA	Aal	A+
Senior Unsecured	AA	AA	Aa2	A+
Subordinated	AA (low)	A	Aa3	BBB+

CITY OF MIDLAND
FINANCE AND AUDIT COMMITTEE MEETING MINUTES
Thursday, May 27th, 2021
City Hall Basement Conference Room, 11:00am

Present were:

Scott Dufford, Council Member
Robert Patrick, City Manager
Mark C. Mason, Director of Finance
Marcia Bentley-German, Assistant to City Manager
Christy Weakland, Comptroller
Jamie Radcliff, Budget Manager

Guests:

Kevin Kemp, BKD Partner
Lauren Berry, BKD Audit Manager

Agenda Item #1 – FY 2020 Financial Overview

Christy Weakland began the meeting with a financial overview of the City as of 9/30/2020, highlighting key points of the fiscal year 2020 CAFR, specifically in the areas of financial position, near-term financing and economic position.

Agenda Item #2 – FY 2020 Post-Audit Discussion

BKD Partner Kevin Kemp and Audit Manager Lauren Berry presented the results of the FY 2020 audit. The City received unmodified "clean" opinions on all aspects audited. They discussed the audit scope and results in further detail as well as provided reminders of future GASB pronouncements that the City will soon be required to implement.

Agenda Item #3 – Q2, FY2021 Investment Report Review

Mark Mason next gave a brief presentation of the City's investment portfolio as of 3/31/2021. He pointed out that non-liquid investments in agency and municipal bonds now stand around $125M and he would like for that to be kept at that level given the current interest rate conditions.

Agenda Item #4 – Banking Services RFP

Mark Mason reminded the committee that every five years the City is required by state statute to engage in a bank RFP process. This was done this year. The only bid submission received was from Wells Fargo, the bank that the City is currently using and have been doing so for over twenty-five years. He asked the committee to consider awarding a new five-year contract to Wells Fargo.

Motion to accept proposed new Wells Fargo banking contract:	Scott Dufford
Seconded:	Mark Mason
Motion carried unanimously	

Agenda Item #5 – Quarterly Financial Report, Q2 FY2021

Based on a request from management to compile a quarterly financial report, Mark Mason and Christy Weakland outlined the format and contents of the first report using data as of March 31st, 2021. The report was well received by the committee.

Agenda Item #6 – Other Matters

There were no other matters. The meeting was adjourned at 11:39am.

City Council Meeting

Item Number: 6

Meeting Date: June 22, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH PRESIDIO NETWORKED SOLUTIONS GROUP, LLC, FOR CISCO ROUTERS AND NETWORK ENGINEERING SERVICES THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES AT A TOTAL COST OF $739,155.12 FOR THE COMMUNICATION AND INFORMATION SYSTEMS DEPARTMENT; AND TRANSFERRING AND APPROPRIATING FUNDS (DISTRICT NONE) (GENERAL SERVICES)**

Purpose:

Approval of a resolution approving an agreement with Presidio Networked Solutions Group, LLC., for Cisco routers and network engineering services.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the FY21 Tech Fund (770) operating budget and will be transferred and appropriated to the existing Fiber Optics Project (900208-777).

Discussion:

Staff recommends approving an agreement with Presidio Networked Solutions Group, LLC., through Department of Information Resources (DIR) contract DIR-TSO-4167 for Cisco routers and network engineering services. The Citywide Fiber Project is in implementation and at this time the procurement of the Cisco routers and network configuration is required for project completion. Please see attached memo from Jennifer Frescaz, Chief Information Officer, for additional information.

Therefore, please consider a resolution approving an agreement with Presidio Networked Solutions Group, LLC. of Austin, Texas through Department of Information Resources (DIR) contract DIR-TSO-4167 for a total cost of $739,155.12.

Morris Williams Jr.

City Manager's Office

DATE: June 8, 2021

TO: Erika Martinez, Purchasing Manager

FROM: Jennifer Frescaz, Chief Information Officer

SUBJECT: Request the approval Cisco routers and network engineering services from Presidio Networked Solutions Group, LLC via DIR-TSO-4167

Consider a resolution approving the purchase of Cisco routers and network engineering services from Presidio Networked Solutions Group, LLC via DIR contract DIR-TSO-4167.

The Citywide Fiber Project is in implementation and at this time the procurement of the Cisco routers and network configuration is required for project completion. The team chose a leader in network routing projects, Presidio Networked Solutions. The project is a complete redesign of the current network from the main datacenter to the various city facility connection points creating a redundant ring with multiple failover points.

In recent years Presidio Networked Solutions Group, LLC provided networking services for major routing projects for the Cities of Allen, New Braunfels, Galveston, Jersey Village and Denton County.

The total cost for both hardware and network engineering services is $739,155.12 and is budgeted in the Technology Fund and will be transferred and appropriated to the existing Fiber Optics Project (900208-777).

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH PRESIDIO NETWORKED SOLUTIONS GROUP, LLC, FOR CISCO ROUTERS AND NETWORK ENGINEERING SERVICES THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES AT A TOTAL COST OF $739,155.12 FOR THE COMMUNICATION AND INFORMATION SYSTEMS DEPARTMENT; AND TRANSFERRING AND APPROPRIATING FUNDS

WHEREAS, the Texas Department of Information Resources ("DIR") is a cooperative program in which the City participates on purchases; and

WHEREAS, Presidio Networked Solutions Group, LLC., has agreed to provide Cisco routers and network engineering services through the DIR for the Communication and Information Systems Department; and

WHEREAS, the City Council finds the price proposed for the Cisco routers and network engineering services for the Communication and Information Systems Department through the DIR to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to execute and agreement with Presidio Networked Solutions Group, LLC, for the Cisco routers and network engineering services for the Communication and Information Systems Department through the DIR;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, an agreement with Presidio Networked Solutions Group, LLC. Said contract to be kept on file in the office of the City Secretary, referenced by the date and number of this Resolution.

SECTION TWO. That funding is available in the FY21 Tech Fund (770) operating budget and will be transferred and appropriated to the existing Fiber Optics Project (900208-777).

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Presidio Networked Solutions Group, LLC, from funds available in the existing Fiber Optics Project (900208-777) upon proper receipt of invoices or statements approved by the City Manager.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Jennifer Frescaz, Chief Information Officer

APPROVED ONLY AS TO FORM:

_____

John Ohnemiller, City Attorney

AGREEMENT
#21003667

THIS AGREEMENT is made and effective the 23 day of June 2021, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, Presidio Networked Solution Group, LLC hereinafter referred to as "COMPANY."

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform Cisco routers and network engineering services for the City of Midland. This work shall be govemed by this Agreement and the DIR TSO 4167, excluding Section ll(A) of Appendix A of DIR TSO 4167, and expressly subject to Article XIV.O hereof.

ARTICLE II. SERVICES TO BE PERFORMED

1. COMPANY shall provide those services described in Exhibit "A".

2. COMPANY shall perform all the services under this Agreement consistent with the same level of skill and care as other companies in approximately the same region at approximately the same point in time and for the same types of projects. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform the services described in Exhibit "A".

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY in an amount not to exceed $739,155.12 for the services described in **Exhibit A**. CITY agrees to pay COMPANY according to the schedule set forth in **Exhibit A**, which is attached hereto and incorporated herein for all purposes, upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in **Exhibit A** incurred during the previous month that have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within thirty (30) days of the date COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within fifteen (15) days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The term of this Agreement shall be from June 23, 2021 until the project is completed or the Agreement is terminated as provided below.

ARTICLE V. TERMINATION AT WILL

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

ARTICLE VI. ASSIGNMENT

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

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

All reports, information and other data ("*Instruments of Service*"), given to, prepared or assembled by COMPANY under this Agreement, and any other related documents or items shall become the sole property of CITY and shall be delivered to CITY, without restriction, except that COMPANY may make copies of any and all Instruments of Service for its files. CITY shall not make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of COMPANY, which consent shall not be unreasonably withheld.

ARTICLE VIII. INDEPENDENT CONTRACTOR

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

ARTICLE IX. INSURANCE

COMPANY 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
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 Agreement. 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 Agreement. The Workers' Compensation shall waive all rights of subrogation in favor of CITY.

All insurance required pursuant to this Agreement shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Agreement, 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 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).

The parties agree that, prior to the execution of the Agreement, 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 Agreement.

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.

ARTICLE X. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY REGARDING THE AWARD OR ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS AGREEMENT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'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 AGREEMENT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OR GOVERNMENTAL IMMUNITY AND SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

ARTICLE XI. GOVERNMENTAL IMMUNITY

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

ARTICLE XII. NO THIRD-PARTY BENEFICIARIES

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

ARTICLE XIII. RELEASE

NOTWITHSTANDING ANY OTHER 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 AGREEMENT.

ARTICLE XIV. GENERAL PROVISIONS

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

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

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

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

If to COMPANY: Presidio Networked Solutions Group, LLC
PO BOX 677638
Dallas, TX 75267-7638

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

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

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

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

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

H. 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.

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which 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 Agreement are reasonable. The provisions and obligations of this Section shall survive the termination of this Agreement.

J. Prompt Pay Act. CITY and COMPANY agree that Texas Government Code, Chapter 2251, *Payment for Goods and Services* does not waive governmental immunity.

K. 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.

L. To the extent that Section 2270.002 of the Texas Government Code applies to this Agreement, COMPANY hereby verifies that COMPANY does not boycott Israel and will not boycott Israel during the term of this Agreement. If Section 2270.002 of the Texas Government Code does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

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

N. Public Information. To the extent that this Agreement is a contract described by 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 Agreement, and COMPANY agrees that the contract can be terminated if COMPANY knowingly or intentionally fails to comply with a requirement of that subchapter.

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

ARTICLE XV. INDEMNITY

THE COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY AND ALL OF THE CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF THE 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 AGREEMENT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

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

THE COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE THE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF

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

[Signature Pages Follow]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, Interim City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLYAS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§

§

COUNTY OF _____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of Presidio Networked Solutions Group, 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 Texas

PRESIDIO®

City of Midland Fiber Ring, Datacenter Interconnect and Internet Connections

STATEMENT OF WORK

CITY OF MIDLAND

4-June-2021

PROPOSAL TEAM

Name	Company/Function	Phone	Email
Daniel Guzman	Presidio Account Manager	267.632.7680	dguzman@presidio.com
Steve Jones	Presidio Solution Architect	512.795.7158	stjones@presidio.com
Kenneth Gallegos	Presidio Solution Architect	210.245.3814	kgallegos@presidio.com

REVISION HISTORY

Revision	Revision Date	Name	Notes
V0.1	13-May-2021	Kenneth Gallegos Steve Jones	First Internal Release
V0.2	13-May-2021	Kenneth Gallegos Steve Jones	First Client Release
V1.0	14-May-2021	Ted Kilgore	RAP Review & Approval
V1.1	4-June-2021	Kenneth Gallegos Steve Jones	Revised Scope Traffic and Public Wi-Fi

2021 Presidio. All Rights Reserved. This document and its contents are the confidential and proprietary intellectual property of PRESIDIO and may not be duplicated, redistributed or displayed to any third party without the express written consent of PRESIDIO.

Other product and company names mentioned herein may be the trademarks of their respective owners.

The scope and pricing are valid for 60 days unless otherwise noted.

1. Executive Overview 4
1.1. Introduction 4
1.2. Solution and Approach Overview 4
1.3. Location 5
2. Scope of Work 5
2.1. Planning – Design 5
2.2. Execution – 6
2.1. Execution – High Speed DC Interconnect (DCI) 6
2.2. Execution - Midland Super Ring 6
2.3. Execution – New Firewall Implementation 8
2.4. Execution – New Internet – BGP Peering with ISP 8
2.5. Execution – Microwave Failover 9
2.6. Execution - Final MSR Testing and Documentation 9
2.7. Execution – Microwave Public Wi-Fi and Traffic Lights 9
2.8. Execution – PW&TL Testing and Documentation 9
2.9. Training & Knowledge Transfer 10
2.10. Deliverables 10
2.11. Project Management 10
2.12. Resources 11
2.13. Project Change Request Process 11
3. Assumptions 12
3.1. General Assumptions 12
3.2. Client Responsibilities 12
4. Presidio Project Management Method (PMM) 13
4.1. Escalation Path 13
4.2. Technical Support after Completion 14
5. Pricing 15
5.1. Expenses 15
5.2. Travel Time 15
6. Terms and Conditions 15
7. Approval Signoff 16

1. EXECUTIVE OVERVIEW

1.1. Introduction

Presidio Networked Solutions Group LLC ("Presidio") is pleased to propose the following solution to City of Midland ("Client"). This Statement of Work ("SOW") defines the scope of work to be accomplished by Presidio. The tasks to be performed by Presidio are defined and the responsibilities of Presidio and Client are contained herein as well.

1.2. Solution and Approach Overview

The City of Midland is looking for a solution for the City-Wide Fiber Optic Network to expand and improve the connectivity, reliability, and future performance. Presidio discovered that the construction of a new Midland Super Ring (MSR) required investigating the overall architecture of the Midland network and discovered the opportunity to greatly enhance Midland's environment. The City of Midland operates a network that has multiple/disparate routing touchpoints redistribution as well as existing infrastructure that runs across multiple microwave "rings". The result is intractable routing scenarios, multiple points of "route truth" and overlapping fault domains.

Presidio has developed a response designed to deliver a complete, end-to-end solution for The City of Midland's networking infrastructure. The design works with and improves upon the fiber optic cable "ring" installation and is positioned to provide future performance and growth utilizing Cisco's latest technology installed by Presidio Professional Services.

The new "Super Ring" will interface with each remote location using the same basic architecture, ie.,

At the core of this network are new Production and DR Datacenter networks, designed to seamlessly connect to the new fiber ring as well as to each other and to the Internet.

1.3. Location

Work will be done at the following locations. All work will be performed remotely unless otherwise specified.

Site Name	Address	City State ZIP	On-Site / Remote Services
Primary	300 N. Loraine	Midland TX 79702	Remote and Onsite

2. SCOPE OF WORK

2.1. Planning – Design

Presidio will perform the following tasks.

- Conduct design workshops with the City of Midland technical staff to identify all aspects of the network and future design requirements.
- Assess the current state of network (architecture, security, and operational practices) against best practices and industry standards.
- Create a future-state network architecture blueprint and operation vision that provides a modern, reliable, scalable, secure, and efficient environment.
- Develop a detailed plan to migrate from current-state to future-state.

  Future State will be:
  - Rebuild of the Police/Com DC and Airport DC Core Networks
  - Buildout of the DC-to-DC Interconnect
  - Buildout the new Internet Firewall and ISP Peering connections in each DC.
  - Buildout of the Midland Super Ring (MSR) to encompass up to 30 Ring Nodes
    - Migration of each Ring Node site from the old Microwave connection to the new Fiber connection
  - Buildout of the “Last Resort” microwave failover for the MSR
  - Routing Traffic Signal Connections
  - Routing Public Wi-Fi Connections
  - End to End Testing
    - ISP Failure
    - DC Failure
    - Ring Node Failure
  - Documentation, Training and Turnover
- Verify all information with the City of Midland before moving to the execution phases

2.2. Execution –

1. Rebuild Police / Com Data Center and Airport Data Center

The picture above represents a simplified view of the current PB DC and Airport DC core networks. The goal of this phase is to build each DC such that routing is simplified, tractable and divided into fault domains.

The new DC networks will implement the “Best Practice” of dividing the networks into layers – Datacenter, Core, WAN – with Layer3 separation providing well defined fault domains.

2. Police/Com Data Center
   - Presidio will install two (2) new core switches
   - Presidio will configure two (2) new switches
   - Presidio will reconfigure two (2) existing routers
   - Presidio will reconfigure two (2) existing fabric switches
3. Airport Data Center
   - Presidio will install two (2) new core switches
   - Presidio will configure two (2) new core switches
   - Presidio will reconfigure two (2) existing routers
   - Presidio will reconfigure two (2) existing fabric switches
4. High-level Execution
   - The new DC networks will be installed in parallel to the existing networks.
   - The existing router will continue to serve the old network and will tie into the new core switch.
   - The existing fabric switches will be swung over to the new DC cores and configured to continue serving the City of Midland.
   - Locations such as City Hall, the Municipal Building, etc. will be migrated during the final migration to the MSR.

2.1. Execution – High Speed DC Interconnect (DCI)

5. Police Com Data Center
   - Presidio will reconfigure two (2) existing fabric switches
   - Presidio will link two (2) new fiber optic cable pairs from the Police / Com Data Center to the Airport Data Center disconnecting the existing service provider Link.
6. Airport Data Center
   - Presidio will reconfigure two (2) existing fabric switches
   - Presidio will link two (2) new fiber optic cable pairs from the Police / Com Data Center to the Airport Data Center disconnecting the existing service provider Link.
7. High-level Execution
   - The two Datacenters are currently connected via a leased line
   - The leased connection is via the core routers

2.2. Execution - Midland Super Ring

The deployment and connectivity of the Midland Super Ring is the most critical part of the project with key success factors to include the connectivity from building to building with fiber optic connectivity to enable a secure and high-performance network.

The service router will be the first component connecting to the new fiber optic cable installed connecting in a series to other service routers to provide a uniform hardware deployment.

The switch install will be used as an aggregate switch will be used as the distribution switch to provide secure and high-performance.

1. Service Router Deployment

Presidio will install and configure twenty-six (26) Services Routers for the following locations:

1. Police HQ / Com Data Center (2EA)
2. City Hall 1EA)
3. Municipal Courthouse (1EA)
4. Fire Station 2 (1EA)
5. Water Pollution Control (1EA)
6. Landfill (1EA)
7. Police Shooting Range (1EA)
8. Fire Training (1EA)
9. Animal Services (1EA)
10. Orchard Complex (1EA)
11. Fire Station 3 (1EA)
12. MLK Jr. Community Center (1EA)
13. Golf Course (1EA)
14. Fire Station 8 (1EA)
15. Water Purification Plant (1EA)
16. Fire Station 11 (1EA)
17. Fire Station 10 (1EA)
18. Grande Stadium (1EA)
19. Fire Station 6 (1EA)
20. International Airport (2EA)
21. Fire Station 7 (1EA)
22. Health Department (1EA)
23. Fire Station 5
24. Parks and Recreation (1EA)
25. Central Fire (1EA)

2.2.1. Distribution Switch Deployment

Presidio will install and configure thirty-five (35) switches for the following locations:

1. Police HQ / Com Data Center (2EA)
2. City Hall 1EA)
3. Municipal Courthouse (1EA)
4. Fire Station 2 (1EA)
5. Water Pollution Control (1EA)
6. Landfill (1EA)
7. Police Shooting Range (1EA)
8. Washington Pool (1EA)
9. Fire Training (1EA)
10. Animal Services (1EA)
11. Orchard Complex (1EA)
12. Fire Station 3 (1EA)
13. MLK Jr. Community Center (1EA)
14. Golf Course (1EA)
15. Golf Course Maintenance (1EA)
16. Fire Station 8 (1EA)

17. Water Purification Plant (1EA)
18. Fire Station 4 (1EA)
19. Fire Station 9 (1EA)
20. Fire Station 11 (1EA)
21. Fire Station 10 (1EA)
22. Grande Stadium (1EA)
23. Grande Stadium Baseball (1EA)
24. Fire Station 6 (1EA)
25. International Airport (2EA)
26. Airport Fuel (1EA)
27. Fire Station 7 (1EA)
28. Health Department (1EA)
29. Fire Station 5
30. Parks and Recreation (1EA)
31. Central Fire (1EA)

Presidio will cut over each Ring node site from the old firewalls to the new distribution switches, using the same IP addressing scheme and configuration, leveraging the “Distribution Switch” connecting to other edge stacks in accordance with the following diagrams:

Finally, the old WAN will be decommissioned in preparation for the next steps.

2.3. Execution – New Firewall Implementation

2. Police / Com Data Center Firewall
   Firewall: set up in an HA pair

   Currently the ISP terminates into an edge switch.

   a. Presidio will re-use the router liberated in the buildout of and migration to the MSR.

   b. Configure one (1) router for the service provider connectivity for internet traffic.

3. Airport Data Center Firewall
   Firewall: (Not in use yet) setup in an HA pair.

   Currently the ISP terminates into an edge switch.

   a. Presidio will re-use the router liberated in the buildout of and migration to the MSR.

   b. Configure one (1) router for the service provider connectivity for internet traffic.

4. Firewalls will be managed by Panorama

2.4. Execution – New Internet – BGP Peering with ISP

Presidio will provide support and direction for the new internet service to include BGP peering but will require the City of Midland to lead on certain aspects and milestones outlined below.

5. City of Midland Requirements

The City of Midland is the customer that is responsible for communicating and placing orders with an internet service provider (ISP).

The following items will need to be coordinated by the City of Midland:

Request ARIN IP block from ISP

Request one AS number with ARIN for the City of Midland to identify BGP peers.

Setup meeting with Presidio and ISP1 to discuss process to migrate from current IP block to new IP block and convert to external BGP routing

Setup meeting with Presidio and ISP2 to discuss process to migrate from current IP block to new IP block and convert to external BGP routing

Setup meeting with Presidio to discuss “internal” routing changes to migrate to BGP, routing, switches, firewalls etc.

6. Presidio Requirements

Presidio will use the information gathered from the City of Midland and the Internet Service Providers to accomplish the following.

Review external ISP facing routers to make sure that they can support Internet Link Bandwidth, BGP, BGP routing table size (memory)

Create migration plan to migrate public facing services from old IP addresses to new IP block

Plan DNS infrastructure changes

This deployment will include a single router connection at the Police / Com Data Center and a single router connection at the Airport Data Center.

2.5. Execution – Microwave Failover

The existing microwave radio transmission point-to-point communication systems that are currently being used today will be utilized as the failover solution in the event that the Midland Fiber Optic Ring fails and will be a last resort for providing connectivity from building to building.

Presidio will configure the new network traffic routing tables to use the microwave system as a last resort for communications.

2.6. Execution - Final MSR Testing and Documentation

Presidio will conduct a test plan to ensure network performance and fail over capabilities for the following:

- Hard failure of path A
- Hard Failure of path B
- Soft Failure of path A
- Soft Failure of path B
- Cascading A path node failure
- Cascading B path node failure
- Single TCP thread testing
- Dual TCP thread testing
- Edge Service Restoration
- Validate BGP session establishment.

2.7. Execution – Microwave Public Wi-Fi and Traffic Lights

Presidio will, using the remaining fiber ring pairs, build a Public Wi-fi (PW) and Traffic Lights (TL) dedicated fiber ring that *WILL NOT* be connected to the new MSR. The current PW&TL network is built using the current Microwave network switch platform. The existing switch platform will be leveraged as termination points for the new PW&TL ring and will utilize routing protocols.

The fiber ring connection points are depicted in the diagram below. Node to Node connectivity will be achieved by “Patching Through” intervening fiber Light Interface Cabinets (LIC’s). Existing switch (supplied by CoM IT) will be used in locations where fiber distances/db loss exceeds the optical budget.

2.8. Execution – PW&TL Testing and Documentation

- Hard failure of path A
- Hard Failure of path B

2.9. Training & Knowledge Transfer

Presidio will provide up to 4 (2-hour sessions) of formal knowledge transfer of the updated infrastructure to ensure the City of Midland is fully up to date with the project information.

To include:

- Architecture Review
- Template Review
- Future Deployment Review
- Trouble Shooting Review

2.10. Deliverables

Documentation may be created by Presidio and provided as part of the Project Deliverables. Some of these deliverables may be delivered as a single document. The specific documentation to be provided depends on your chosen solution(s); several example documentation items are listed below. Additional documentation and/or printed documentation is available upon request for an additional cost.

Deliverable	Format
High Level Design Diagram	Visio
Testing Document	PDF
As-Built Documentation	PDF

With the exception of Project Status Reports, each deliverable material will be approved in accordance with the following procedure:

- If a written list of requested changes is received within five (5) business days, the Presidio Project Team will make the agreed upon revisions and will, within five (5) business days, re-submit the updated version to Client.
- At that time Client has five (5) business days to review and request changes for the final document. If no written response is received from Client within five (5) business days, either accepting or requesting changes, then the deliverable material shall be deemed accepted.
- Deliverable documentation may be delivered via email, uploaded to a portal, or provided on a physical media and it may be provided in either an encrypted or unencrypted format. If Client requests a specific delivery method and format, Presidio will use that method for all documentation delivery and format otherwise, the sender will choose a delivery method and format that they feel is appropriate given the content of the documentation.

2.11. Project Management

Presidio will provide a Project Manager (PM), who will be single point of contact for all project support issues within the scope of this project. The PM is experienced in project management best practice methodologies and familiar with the technology involved. This Project Manager is responsible for timely completion of the scope, schedule and budget utilizing Presidio's Project Management Method. Included for our standard Project Management offering for this engagement are the following:

- Remote/on-site kickoff meeting with presentation
- Planning and design session facilitation
- Project plan development and management
- Resource scheduling and oversight
- Escalation management
- Working calls as required
- Regularly scheduled remote/on-site status meetings
- Agenda, meeting minutes and risk/issue/ item tracking
- Scope/budget management
- Project closeout onsite/remote meeting

2.12. Resources

Presidio approaches project execution from a skills-based perspective. Our Execution Team is made up of individuals who have specific skill sets that will be utilized at different times during a given project. This allows us to provide a very specialized workforce to Client and utilize the appropriate resource for the task required.

2.12.1. Presidio Engineering Resources

- **Practice Manager(s)** – the technical manager and regional team lead of the field consulting team. The Practice Manager provides resource and technical oversight assistance to the Project Manager and ensures availability of technical resources and escalation paths for field consultants.
- **Architect / Senior Engineer(s)** – the technical escalation points for Engineer(s) and Project Oversight teams. An Architect or Senior Engineer is a subject matter expert within a certain technology or field. This senior level resource will be the principal technical resource for the engagement and will have ownership of the final deliverables.
- **Engineer(s)** – one or more individuals assigned to complete technical project tasks. Assignment of these resources depends upon the skill set of the task(s) and the timeline(s) within which the task(s) must be completed. These individuals report directly to the Project Manager for task assignment updates and to the Practice Manager or Architect/Senior Engineer for technical escalation needs.

The following Presidio resources will be engaged on this project:

- Sr. Network Engineer
- Sr. Security Engineer

Contact information for the project team personnel will be distributed by the Project Manager.

2.12.2. Client Resources

Throughout the project, Client resources may be required for completion of specific tasks, providing key information or data, oversight, review, and approvals. The responsibilities of Client are outlined in this document.

The following Client resources will be engaged on this project:

- Network Security Administrator
- System Administrator

Contact information for the project team personnel will be distributed by the Project Manager.

2.13. Project Change Request Process

Any items that are determined to be outside of this Scope of Work and deliverables defined must be submitted with a Project Change Request Form. No work outside of this Scope of Work will be undertaken without written approval and processing of a Project Change Request.

In the event that both Presidio and Client agree to a change in this Statement of Work, a written description of the agreed upon change will be prepared using a Project Change Request (PCR) form, which both parties must sign. The PCR form will be used to describe the change, the rationale for the change, and to specify any change in the scope, schedule or budget. The terms of a mutually agreed upon Change Authorization will prevail over those of this Statement of Work or any previous Change Authorization.

Modifications in project scope including but not limited to the following will require a change order:

- Customer requested changes in outcome, approach, features, or capabilities.
- Additional required tasks discovered through the planning and design review, but not mentioned in this SOW or changes to the design after the Sign-off of the design phase and/or during the implementation phase.
- Upgrade, modification, or repair of equipment or applications to effectively deploy this scope.
- Changes required to existing infrastructure components, not called out in this Statement of Work including patching and/or reconfiguration.
- Remedial work for the resolution of issues which existed prior to the installation (bad cables, lost passwords, third-party solutions, and so forth).

- Defective equipment provided by Client and integrated into the solution requiring additional diagnostic troubleshooting and/or remediation.
- Troubleshooting issues due Client changes to configurations made "after" releasing the system or “after” a specific milestone completion in a multi-site phased deployment
- Delays due to issues relating to site preparation that result in delays to the project.
- Delays in responding to scheduling requests, acceptance requests, and requests for information.
- Insufficient notice of a schedule change. If 24-hour notice is not provided charges may be applied.

3. ASSUMPTIONS

Presidio makes the following assumptions in developing this Statement of Work. These assumptions serve as the foundation to which the project estimate, approach and timeline were developed. By signing this SOW, Client agrees that these assumptions are correct and valid. Any changes to the following assumptions must be processed using the Presidio Change Management Process and may impact the project duration and labor requirements.

3.1. General Assumptions

The following project assumptions are made and will be verified as part of the engagement:

1. Client has read and agrees with all items contained or omitted within this Statement of Work.
2. This SoW supersedes any previous scope discussion or agreement including “Vision Deck” PowerPoint proposals, emails, or verbal communications.
3. All Presidio activities will take place during normal working hours (Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays) unless noted as “Off Hours” in this SOW.
4. Any items or tasks not explicitly listed as in-scope within this SOW are considered to be outside of the scope and not associated with this SOW and price.
5. If integration of the product is performed at a Presidio facility, then transfer of ownership (acceptance) occurs upon the receipt and integration of goods at Presidio, regardless of shipment, as manufacturers will not accept returns of opened products.
6. Presidio will not be held responsible for troubleshooting networks, applications and/or hardware if Client has no formal change management documented processes and policies
7. Presidio may engage subcontractors and third parties in performing a portion of this work.
8. Presidio will not make changes to the configuration of any network equipment after it has been installed and tested.
9. Some activities included in this project may be performed on Presidio’s premises.
10. Not all features or functions of the installed system are included in the scope of this engagement
11. Presidio reserves the right to modify the approach outlined within this SoW if it does not alter the timeline or overall outcome of the engagement.
12. Presidio will configure the systems outlined within this Statement of Work, with a unique set of authentication credentials, unless otherwise provided by Client. Upon the completion of the engagement, Presidio will provide Client with all usernames, passwords, and additional authentication information that were implemented during the engagement. Presidio strongly recommends that these credentials be changed upon the completion of the engagement.

3.2. Client Responsibilities

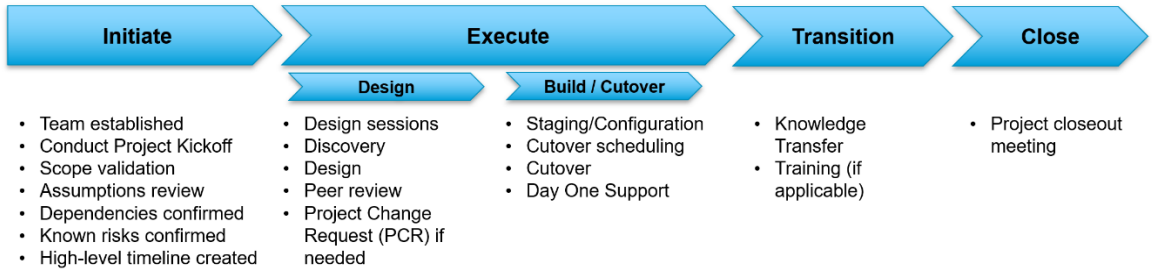
The following items are listed as responsibilities of Client for this engagement. Client is responsible for performing the items and activities listed in this section or arranging for them to be performed by a third-party if appropriate.

13. Provide a single Client point of contact with the authority and the responsibility of issue resolution and the identification, coordination and scheduling of Client personnel to participate in the implementation of the SOW. Without a single Client point of contact, a Project Change Request may be required for the additional effort by Presidio.
14. Participate in any required design sessions or workshops.
15. Provide or procure all appropriate hardware, software, licensing and media required for implementation of the SOW.
16. Supply current equipment configuration for review if applicable.

17. Schedule appropriate maintenance windows for system upgrades or installs and notify user community.
18. Be responsible for having in place, active manufacturer support contracts on all devices that are the subject of this SOW.
19. Dispose all retired equipment as part of this project.
20. Provide all required physical access to Client's facility (identification badge, escort, parking decal, etc.), as required by Client's policies; and provide all required functional access (passwords, IP address information, etc.), as required for Presidio to complete the tasks.
21. Provide to Presidio all required IP addresses, passwords, system names, and aliases.
22. Validate the site readiness prior to the dispatch of Presidio personnel to perform the services being contracted.
23. Provide adequate facilities for the installation of the hardware. This includes all necessary peripheral hardware (KVM ports or monitors, keyboards, mice, network access, etc.) as well as electrical and spatial needs and required antivirus software.
24. Provide high-speed access to the Internet for verification of device support requirements and for software downloads.
25. Verify operation of the installed/upgraded equipment per the predefined Verification Plan.
26. Provide Presidio administrator access on appropriate devices for the completion of the engagement.
27. Complete all Client installations where required in accordance with Client PC requirements for the new application versions.
28. Provide remote access for troubleshooting and configurations related to the project - preferably VPN access, as necessary.
29. Provide requested documentation or information needed for the project within two (2) business days, unless otherwise agreed to by all parties.
30. Transport of equipment from receiving area(s) to the data center(s) and/or equipment rooms where it will be installed.
31. Ensure all Cat. 5 (or higher) and fiber cable infrastructure is in place and tested (for all sites).
32. Provide patch cables and complete necessary fiber or CAT5 cable terminations to patch panels for new switching and routing infrastructure.

4. PRESIDIO PROJECT MANAGEMENT METHOD (PMM)

Presidio has developed a project methodology that utilizes best practices from our experience throughout the project lifecycle that is based on specific project requirements and the appropriate processes for the scope of each project. Presidio's Project Management Method is derived from a combination of best practice methods including the Waterfall and Agile methodologies, customized for the specific scopes of work defined in each SOW. This allows Presidio to right size the project management approach to be flexible and efficient, while maintaining an appropriate structure and governance to effectively deliver the project.



4.1. Escalation Path

Client experience is of the utmost importance to Presidio. If at any time a Client feels the need to escalate an issue or concern, please consider the escalation points and options described below.

Level 1

- **Account Manager** – Client's first point of escalation is always their Account Manager. The AM can facilitate additional escalation if required and coordinate meetings between the required people within Presidio and Client in order to swiftly resolve any issues.
- **Project Manager** – for projects that include Project Management, the Project Manager is an escalation point for any concerns or questions.
- **Practice Manager**– for technical issues, the Service Delivery team will reach out to the manufacturer's support avenues within one (1) hour of identifying an issue. If additional technical escalation is warranted, the Presidio Practice Manager will be contacted after that time.

Level 2

- **Program and Project Management (PPM) Team Lead** – If the Client is not satisfied with the response from the Level 1 escalation, the PPM Team Lead would be the next level of escalation for any and all issues associated with the project scope, and would own the management of the issue to resolution including technical and non-technical related concerns.
- **Service Delivery Director** – For technical issues specifically, if the issue is not resolved within an hour, the Service Delivery Director will be contacted for additional escalation and action. For technical issues escalated by the Delivery Team, the Service Delivery Director will:
    - Contact and speak with Client via phone to explain the status
    - Develop a plan of action
    - Communicate the plan of action status and completion to Client
    - Contact the Operations team, as required, to request additional resources, as required, in order to execute the plan of action.

Level 3

- **Program and Project Management Services (PPM) Director** – for projects that include Project Management, the PMO Director is the third escalation point for any technical or non-technical concerns or questions.
- **Services Vice President** – if the issue or concern cannot be addressed or resolved within Level 1 or Level 2 of the escalation process, the issue will be raised to the executive level for visibility and resolution.

4.2. Technical Support after Completion

For non-critical support, including system expansion options, assessments, audits, and related services, or services that are not covered by a support contract with Presidio or another vendor, Presidio offers a variety of options including Fixed Fee, Hourly Rate, or Daily Rate options. Pricing for these services is not included in this Statement of Work.

Managed Services Clients	Non-Managed Services Clients
Technical support for the solution implemented within the scope of this SOW can be obtained by: • calling 800-494-0118 • sending an email to presidio@service-now.com	Vendor's (such as Cisco or EMC) Support Center or Technical Assistance Center (TAC) is the vehicle for all support. These Vendor Support Centers provides 7x24 support on all hardware and software, including replacement parts, software patches and updates, and configuration assistance

5. PRICING

Presidio is providing a Fixed Fee Price as part of this Statement of Work. Presidio will invoice Client based on the project milestone(s) listed below:

Milestone Name	Amount
Planning - Design	$30,250.00
Execution - Rebuild PDDC Network	$49,500.00
Execution - Rebuild Airport DC Network	$22,000.00
Execution - High Speed DC Interconnect	$11,000.00
Execution - Midland Super Ring	$49,500.00
Site Migration to Midland Super Ring	$41,250.00
Execution - New Firewall and New Internet - BGP Peering with ISP	$27,500.00
Execution - Microwave Failover	$24,750.00
Public Wi-Fi and Traffic Light Fiber Ring	$16,500.00
Final Test and Documentation	$2,750.00
Total	**$275,000.00**

Presidio will bill Client upon completion of each Milestone. Invoices may contain multiple Milestones.

If Client requires a change in the scope of work, the parties will negotiate in good faith to generate a written change order documenting the additional labor and requirements that will be mutually agreed upon by the parties prior to onset of the additional work. Payment terms are subject to credit department approval and will be negotiated and documented on a valid purchase order or other financial document. Presidio payment terms are Net-30. If Client fails to provide a notice of acceptance or a statement of issues to be resolved within ten (10) business days of project conclusion, the project will be deemed accepted, and Client will be invoiced.

5.1. Expenses

Travel and incidental expenses incurred by Presidio in association with the execution of this Statement of Work are included in the pricing listed above. No additional expenses will be invoiced to Client.

5.2. Travel Time

Travel to and from the work site(s) by Presidio resources in association with the execution of this Statement of Work is included in the pricing above.

6. TERMS AND CONDITIONS

This service agreement is governed by DIR Contract Numbers DIR-TSO-4167 between Presidio and the Texas Department of Information Resources.

7. APPROVAL SIGNOFF

The use of signatures on this Statement of Work is to ensure agreement on project objectives and the work to be performed by Presidio.

Presidio signature signifies our commitment to proceed with the project as described in this document. Please review this document thoroughly, as it will be the basis for all work performed by Presidio on this project.

This Statement of Work is valid for a period of sixty (60) days from the date that this Statement of Work is provided by Presidio to Client unless otherwise agreed to by both parties.

City of Midland

Signature Date

Printed Name

Presidio

Signature Date

Printed Name & Title

PRESIDIO

QUOTE: 2003221105665-10

DATE: 06/03/2021

TO:
City of Midland
Jennifer Frescaz
300 N. Loraine
Midland, TX 79702

FROM:
Presidio Networked Solutions Group, LLC
Daniel Guzman
10415 Morado Circle
The Campus Building 1
Suite 320
Austin, TX 78759

Customer#: CITYO920
Account Manager: Daniel Guzman
Inside Sales Rep: Greg Hubbard
Title: Fiber Ring Hardware (Cisco)

Contract Vehicle: Texas DIR-TSO-4167 Cisco

Comments: Items marked as Open Market are not currently DIR eligible and are subject to Presidio's standard terms and conditions.

#	Part #	Description	List Price	Unit Price	Qty	Discount	Ext DIR Price	Ext Price
Cisco Router								
1	1	Cisco Router **Contract Vehicle:** Texas DIR-TSO-4167 Cisco	$7,024.50	$2,667.53	27	62.03%	$121,383.36	$72,023.31
2	2	Cisco Router Support and **Contract Vehicle:** Texas DIR-TSO-4167 Cisco	$560.00	$504.00	27	10.00%	$13,608.00	$13,608.00
3	3	Cisco Router Software **Contract Vehicle:** *Open Market	$255.89	$159.94	27	37.50%	$4,421.79	$4,318.38
4	4	Cisco Router Software Support **Contract Vehicle:** *Open Market	$51.00	$45.90	27	10.00%	$1,239.30	$1,239.30
5	5	Cisco Router Software **Contract Vehicle:** Texas DIR-TSO-4167 Cisco	$1,505.25	$564.48	27	62.50%	$26,010.72	$15,240.96
6	6	Cisco Router Support and **Contract Vehicle:** Texas DIR-TSO-4167 Cisco	$120.00	$108.00	27	10.00%	$2,916.00	$2,916.00
7	7	Cisco Router Software **Contract Vehicle:** Texas DIR-TSO-4167 Cisco	$2,007.00	$752.63	27	62.50%	$34,680.96	$20,321.01

8	8	Cisco Router Software Support **Contract Vehicle:** Texas DIR-TSO-4167 Cisco	$160.00	$144.00	27	10.00%	$3,888.00	$3,888.00
9	9	Cisco Router License **Contract Vehicle:** Texas DIR-TSO-4167 Cisco	$2,007.00	$752.63	27	62.50%	$34,680.96	$20,321.01
10	10	Cisco Router Software Support **Contract Vehicle:** Texas DIR-TSO-4167 Cisco	$160.00	$144.00	27	10.00%	$3,888.00	$3,888.00
11	11	Cisco Router Power Supply **Contract Vehicle:** Texas DIR-TSO-4167 Cisco	$1,003.50	$376.31	54	62.50%	$34,680.96	$20,320.74
12	12	Cisco Router Hardware **Contract Vehicle:** Texas DIR-TSO-4167 Cisco	$802.80	$301.05	27	62.50%	$13,872.33	$8,128.35
13	13	Cisco Router Hardware **Contract Vehicle:** Texas DIR-TSO-4167 Cisco	$4,557.00	$1,708.88	27	62.50%	$78,744.96	$46,139.76
14	14	Cisco Router Software Support **Contract Vehicle:** Texas DIR-TSO-4167 Cisco	$363.44	$327.10	27	10.00%	$8,831.70	$8,831.70
							Total:	**$241,184.52**
Cisco Switch								
15	15	Cisco Switch **Contract Vehicle:** Texas DIR-TSO-4167 Cisco	$5,031.41	$1,886.78	36	62.50%	$115,923.60	$67,924.08
16	16	Cisco Router Support and **Contract Vehicle:** Texas DIR-TSO-4167 Cisco	$361.42	$325.28	36	10.00%	$11,710.08	$11,710.08
17	17	Cisco Switch Hardware **Contract Vehicle:** Texas DIR-TSO-4167 Cisco	$652.28	$244.60	36	62.50%	$15,028.56	$8,805.60
18	18	Cisco Switch Hardware **Contract Vehicle:** Texas DIR-TSO-4167 Cisco	$100.35	$37.64	36	62.49%	$2,311.92	$1,355.04
19	19	Cisco Switch Hardware **Contract Vehicle:** Texas DIR-TSO-4167 Cisco	$95.33	$35.75	36	62.50%	$2,196.36	$1,287.00
20	20	Cisco Switch Hardware **Contract Vehicle:** Texas DIR-TSO-4167 Cisco	$2,558.93	$959.60	36	62.50%	$58,957.92	$34,545.60
21	21	Cisco Switch Software **Contract Vehicle:** Texas DIR-TSO-4167 Cisco	$3,361.73	$1,260.65	36	62.50%	$77,454.36	$45,383.40
							Total:	**$171,010.80**
Cisco Switch								
22	22	Cisco Switch **Contract Vehicle:** Texas DIR-TSO-4167 Cisco	$21,675.60	$8,128.35	4	62.50%	$55,489.52	$32,513.40
23	23	Cisco Switch Support and	$1,555.00	$1,399.50	4	10.00%	$5,598.00	$5,598.00

		Contract Vehicle: Texas DIR-TSO-4167 Cisco						
24	24	Cisco Switch Hardware	$2,107.35	$790.27	4	62.50%	$5,394.80	$3,161.08
		Contract Vehicle: Texas DIR-TSO-4167 Cisco						
25	25	Cisco Switch License	$7,124.85	$2,671.83	4	62.50%	$18,239.60	$10,687.32
		Contract Vehicle: Texas DIR-TSO-4167 Cisco						
							Total:	**$51,959.80**

Total List Price:	**$1,150,347.16**
Sub Total:	**$464,155.12**
Grand Total:	**$464,155.12**

This quote is governed by Terms and Conditions of Texas DIR-TSO-4167 Contract.
State of Texas Vendor ID 17605152499

Customer hereby authorizes and agrees to make timely payment for products delivered and

Customer Signature Date

City Council Meeting

Item Number: 7

Meeting Date: June 22, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PARKHILL, SMITH & COOPER, INC., FOR THE TEXAS COMMISSION ON ENVIRONMENTAL COMPLIANCE LANDFILL TESTING AND CITIZEN COLLECTION STATION DESIGN SERVICES FOR THE SOLID WASTE DEPARTMENT FOR A COST OF $546,300.00 (DISTRICT 2) (GENERAL SERVICES)**

Purpose:

Approval of a resolution authorizing a professional services agreement with Parkhill, Smith & Cooper, Inc. for Texas Commission on Environmental Compliance (TCEQ) Landfill Testing and Citizen Collection Station Design services.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds are available in the FY21 Sanitation (430) operating budget.

Discussion:

Staff recommends the authorization of a professional services agreement with Parkhill, Smith & Cooper, Inc. for Texas Commission on Environmental Compliance (TCEQ) Landfill Testing and Citizen Collection Station Design services. Please see the attached memo from Jeffery Ahrlett, Director of Solid Waste, for further information.

Therefore, please consider a resolution authorizing a professional services agreement for Texas Commission on Environmental Compliance (TCEQ) Landfill Testing and Citizen Collection Station Design services with Parkhill, Smith & Cooper, Inc. of Midland, Texas for a total cost of

$546,300.00.

Morris Williams Jr.

City Manager's Office

MIDLAND
Solid Waste

INTEROFFICE MEMORANDUM

TO: **Erika Munoz Martinez, Purchasing Manager**

FROM: **Jeffery Ahrlett, Director of Solid Waste**

SUBJECT: **Professional Services for TCEQ Landfill Compliance Testing and Citizen Collection Station Design.**

DATE: **June 9, 2021**

CC: **Tina Jauz, Assistant City Manager**
Regina Stephenson, General Services Director

I am requesting the approval of a professional services agreement with Parkhill to provide essential Texas Commission on Environmental Quality compliance related testing at the Landfill. This testing will include: Air permit compliance certification, (NMOC) Nonmethane organic compounds testing, Greenhouse gas reporting, Annual volume reporting, Groundwater monitoring, Federal Title V Air Permit Renewal, and General Stormwater Permit Renewal. Parkhill has a firm knowledge of the City of Midland landfill and its testing requirements, as they have worked with the Landfill for over ten years. The cost associated with the professional services agreement are based on the reporting requirements. I am requesting the approval of the professional services for a total of $243,200.00.

Professional services also included are for the design, bidding, and construction duties for a Citizens Collection Station to be constructed in Midland. I am requesting the approval of the professional services for the Citizen Collection Station for a total of $303,100.00

I am requesting the approval of the professional services agreement with Parkhill for a total of $546,300.00

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PARKHILL, SMITH & COOPER, INC., FOR THE TEXAS COMMISSION ON ENVIRONMENTAL COMPLIANCE LANDFILL TESTING AND CITIZEN COLLECTION STATION DESIGN SERVICES FOR THE SOLID WASTE DEPARTMENT FOR A COST OF $546,300.00

WHEREAS, the Solid Waste Department has selected Parkhill, Smith & Cooper, Inc., to provide the Texas Commission on Environmental Compliance Landfill Testing and Citizen Collection design services; and

WHEREAS, Parkhill, Smith & Cooper, Inc., has agreed to perform said professional services at a cost of $546,300.00; and

WHEREAS, the City Council finds that Parkhill, Smith & Cooper, Inc., is qualified to perform said professional services; and

WHEREAS, the City Council finds that the professional fees proposed by Parkhill, Smith & Cooper, Inc., are consistent with and not higher than the recommended practices and fees published by the applicable professional associations and do not exceed any maximum provided by law; and

WHEREAS, the City Council finds that Parkhill, Smith & Cooper, Inc., provides professional services for a fair and reasonable price; and

WHEREAS, the City Council finds it to be in the public interest to execute a professional services agreement with Parkhill, Smith & Cooper, Inc., as the most highly qualified provider of said professional services based on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fee for the services;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a professional services agreement with Parkhill, Smith & Cooper, Inc., for said professional

services. A copy said agreement is attached hereto as Exhibit "1" and incorporated herein for all purposes.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Parkhill, Smith & Cooper, Inc., from funds available in the capital project in the FY21 Sanitation (430) operating budget upon receipt of proper invoices or statements approved by the City Manager.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Jeffery Ahrlett, Solid Waste Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

PROFESSIONAL SERVICES AGREEMENT
#21003675

THIS AGREEMENT is made and effective the 23 day of June 2021, by and between the CITY OF MIDLAND, TEXAS ("*CITY*"), and, Parkhill, Smith & Cooper, Inc. dba Parkhill ("*COMPANY*").

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform Texas Commission of Environmental Quality (TCEQ) Landfill Compliance Testing and Citizen Collection Station Design services for CITY.

ARTICLE II. SERVICES TO BE PERFORMED

A. COMPANY shall provide those services described in **Exhibit A**.

B. COMPANY shall perform the services described in **Exhibit A**: (i) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license, and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform the services described in **Exhibit A**.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY in an amount not to exceed $ 546,300.00 for the professional services described in **Exhibit A**. CITY agrees to pay COMPANY according to the schedule set forth in **Exhibit A**, which is attached hereto and incorporated herein for all purposes, upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in **Exhibit A** incurred during the previous month that have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within thirty (30) days of the date COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within fifteen (15) days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event shall pay every portion of the

invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The term of this Agreement shall be from June 23, 2021 until the project is completed, or the Agreement is terminated as provided below.

ARTICLE V. TERMINATION AT WILL

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

ARTICLE VI. ASSIGNMENT

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

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

All reports, information and other data ("*Instruments of Service*"), given to, prepared or assembled by COMPANY under this Agreement, and any other related documents or items shall become the sole property of CITY and shall be delivered to CITY, without restriction, except that COMPANY may make copies of any and all Instruments of Service for its files. CITY shall not make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of COMPANY, which consent shall not be unreasonably withheld.

ARTICLE VIII. INDEPENDENT CONTRACTOR

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

ARTICLE IX. INSURANCE

COMPANY 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
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 Agreement. 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 Agreement. The Workers' Compensation shall waive all rights of subrogation in favor of CITY.

All insurance required pursuant to this Agreement shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Agreement, 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 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).

The parties agree that, prior to the execution of the Agreement, 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 Agreement.

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.

ARTICLE X. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY REGARDING THE AWARD OR ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS AGREEMENT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'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 AGREEMENT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OR GOVERNMENTAL IMMUNITY AND SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

ARTICLE XI. GOVERNMENTAL IMMUNITY

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

ARTICLE XII. NO THIRD-PARTY BENEFICIARIES

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

ARTICLE XIII. RELEASE

NOTWITHSTANDING ANY OTHER 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 AGREEMENT.

ARTICLE XIV. GENERAL PROVISIONS

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

B. Governing Law and Venue. 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. 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 Agreement or the performance of this contract shall be in Midland County, Texas.

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

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

If to COMPANY: Parkhill, Smith & Cooper, Inc.
4222 85th Street
Lubbock, Texas 79423

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

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

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

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

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

H. 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.

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which 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 Agreement are reasonable. The provisions and obligations of this Section shall survive the termination of this Agreement.

J. Prompt Pay Act. CITY and COMPANY agree that Texas Government Code, Chapter 2251, *Payment for Goods and Services* does not waive governmental immunity.

K. 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.

L. To the extent that Section 2271.002 of the Texas Government Code applies to this Agreement, COMPANY hereby verifies that COMPANY does not boycott Israel and will not boycott Israel during the term of this Agreement. If Section 2271.002 of the Texas Government Code does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

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

N. Public Information. To the extent that this Agreement is a contract described by 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 Agreement, and COMPANY agrees that the contract can be terminated if COMPANY knowingly or intentionally fails to comply with a requirement of that subchapter.

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

signature page(s), which evidences the parties' execution.

[Signature Pages Follow]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Robert Patrick, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of Parkhill, Smith & Cooper, Inc. dba Parkhill , 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 _____

June 8, 2021

Mr. Jeffery Ahrlett
Solid Waste Director
City of Midland
P.O. Box 1152
Midland, Texas 79702-1152

Re: City of Midland Landfill – TCEQ MSW Permit No. 1605B
Professional Services for Fiscal Years 2020 and 2021
Proposed Scope and Professional Fees

Dear Mr. Ahrlett:

As you requested, we have prepared an Engineering Scope of Services and associated fee estimates for design, bid, and construction administration services for a new Citizens Collection Station (CCS) to be constructed at your site in Midland. Also included with this letter are associated fees for your annual compliance related items necessary to close out the current fiscal year (FY 2020/2021) as well as those that will begin in fiscal year beginning October 1, 2021 (FY2021/2022).

Citizens Collection Station

This task includes design, bidding, and construction administration duties for a CCS to be constructed in Midland. Prior to start of Engineering, Parkhill will prepare and submit a TCEQ registration application for the site. Our fee is based on the following Scope of Services:

- Preparation and submittal of registration documents
- Design of facility
- Preparation of bidding and construction Drawings and Specifications
- Preparation of an Engineer's Opinion of Probable Cost
- Resident Project Representative services
- Construction testing
- Geotechnical services
- Surveying

This proposal letter does not include an estimate of construction costs.

- CCS Professional Services Fee Summary $303,100
  - Citizens Collection Station (Design and Bid Phase) $164,600
    - TCEQ Registration $12,400
    - Architecture $25,000
    - Mechanical, Electrical, Plumbing $34,000
    - Structural $12,000
    - Civil $53,500
    - Landscape Architecture $10,700
    - Surveying $8,000
    - Geotechnical Subconsultant $7,500
    - TDLR & RAS $1,500

- Citizens Collection Station (Construction Phase)..... $138,500
  - Construction Administration.....$51,500
  - Resident Project Representative.....$72,000
  - Materials Testing.....$15,000

Additionally, we have prepared an Engineering Scope of Services and associated fee estimates for annual compliance related items at the City of Midland Landfill. A summary of the fee estimates remaining for FY 2020/2021 and for all of FY 2021/2022 are as follows:

Professional Services Fee Summary – FY 2020/2021 .....$102,800
- Air Permit Compliance Certification..... $3,200
- Federal Title V Air Permit Renewal $8,400
- General Stormwater Permit Renewal $4,500
- Groundwater Monitoring..... $51,700
- Miscellaneous Services (Hourly with Max.)..... $35,000

Professional Services Fee Summary – FY 2021/2022 .....$140,400
- Air Permit Compliance Certification..... $3,200
- Greenhouse Gas Reporting $3,200
- NMOC Reporting..... $5,200
- Annual Volume Report for FY 2020/2021 ..... $24,600
  - Surveying $15,200
  - Report Preparation.....$9,400
- Groundwater Monitoring..... $69,200
- Miscellaneous Services (Hourly with Max.)..... $35,000

<u>Air Permit Compliance Certification</u>

The landfill's Federal Title V air permit requires the facility to submit an annual compliance certification to report deviations, if any, from the permit during the previous year. Our fee is based on the following Scope of Services:

Determine deviations during previous operating year
Prepare permit compliance certification form
Prepare designated official and responsible official form
Review draft certification with city staff
Incorporate comments from city staff
Submit certification forms to regulatory agencies
Prepare report documentation for recordkeeping

<u>Federal Title V Air Permit Renewal</u>

The landfill's Federal Title V air permit (#1993) was last renewed on December 1, 2016 and is valid for five years. The current permit must be renewed by December 1, 2021. Our fee is based on the following Scope of Services:

Prepare Federal Title V air permit
Submit necessary documentation to regulatory agencies

Multi-Sector Stormwater Permit Renewal

The landfill's coverage under the Industrial Multi-Sector General Permit (TXR050000) was last renewed in 2016 and is valid for five years. The current permit must be following issuance of the updated general stormwater permit in August 2021. Our fee is based on the following Scope of Services:

- Prepare NOI for coverage under the updated general permit
- Update the landfill's SWPPP
- Submit necessary documentation to regulatory agencies

NMOC Reporting

As a condition of the landfill's Federal Title V air permit, the facility must prepare and submit an annual estimate of the Non-Methane Organic Compound (NMOC) emissions from the site. Our fee is based on the following Scope of Services:

- Perform NMOC emission calculations
- Prepare NMOC report for review by city staff
- Submit necessary documentation to regulatory agencies

Greenhouse Gas Reporting

As part of the EPA's Greenhouse Gas (GHG) reporting rule, the City of Midland's landfill is subject to annual emissions reporting. Our fee is based on the following scope of services:

- Process waste acceptance data from previous year
- Perform emission calculations
- Generate draft GHG report
- Review draft report with city staff
- Incorporate comments from city staff
- Submit final GHG report to EPA
- Prepare report documentation for recordkeeping

Annual Volume Report

The annual volume report required by TCEQ is to be prepared and submitted following the end of the state's fiscal year. Due to this regulatory timeframe, this task will be performed for the previous year, but charged to the current fiscal year. For example, 2020's annual report will be charged to the FY2021 task.

Parkhill will survey all areas of the landfill that received waste during the previous 12-month period. Parkhill will analyze the previous year's waste data and determine compaction rates, waste acceptance rates, and life projections of currently active cells. Our fee is based on the following Scope of Services:

- Topographic survey of active portions
- Determine waste volume in place from previous operating year
- Calculate compaction and waste acceptance rates
- Determine projected life of active cells
- Prepare summary of data for use by city staff
- Complete TCEQ annual report form
- Submit annual report form to TCEQ

Groundwater Monitoring

Groundwater monitoring will continue at Midland's landfill until the site has completed the post-closure care period. Parkhill will perform the following services for groundwater monitoring at your landfill. These services include the first semi-annual monitoring event and three background monitoring events.

- Sample monitoring wells in detection or background monitoring
- Laboratory testing of samples for associated constituents
- Compile and submit electronic files to TCEQ
- Perform statistical analysis of testing results
- Prepare and submit analytical reports to TCEQ
- Create background database update report

Our proposed fees for groundwater monitoring vary based on the number of wells being sampled, which wells are in background or detection, and the addition of one new monitor well. The fee for groundwater monitoring does not include additional assessment monitoring, sampling, or testing, verification re-sampling or testing, or compiling and submitting alternate source demonstrations. Any of these items will be addressed on an as-needed basis should they occur.

Miscellaneous Services

Occasionally, there are additional tasks that Parkhill is requested to perform. These tasks do not generally fit into one of the tasks previously described. In order to budget for these additional tasks, we propose this miscellaneous task as an hourly rate, not to exceed the amount shown for each fiscal year and based on ten hours per month for each month. This task will only be used for those instances that do not justifiably pertain to a certain task described in this letter.

We appreciate the opportunity to provide engineering services to the City of Midland to help maintain your municipal solid waste operations. We would be happy to discuss these services in more detail at your convenience.

If you need any additional information, please call me at (806) 473-2200.

Sincerely,

PARKHILL

By _____
Robert H. (Holly) Holder, PE
Sector Director – Public Works

RHH/kdc

City Council Meeting

Item Number: 8

Meeting Date: June 22, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **Motion authorizing the City Manager or the City Manager's designee to advertise a request for proposals for state lobbying consultant services and to negotiate a professional services agreement for said services; provided, however, that said agreement shall not become effective until approved by the City Council (DISTRICT: NONE) (GENERAL SERVICES)**

Purpose:

Approval of a motion to authorize the City Manager or the City Manager's designee to advertise a request for proposals for Lobbying Consultant Services at the State Level and to negotiate a professional services agreement for said services; provided, however, that said agreement shall not become effective until approved by the City Council.

Recommended City Council Action:

Approve

Fiscal Impact:

No funding at this time.

Discussion:

We are requesting approval of a motion to authorize the City Manager or the City Manager's designee to advertise a request for proposals for Lobbying Consultant Services at the State Level and to negotiate a professional services agreement for said services; provided, however, that said agreement shall not become effective until approved by the City Council. Staff will be looking for a successful firm that will have municipal experience in providing lobbying services at the State level to assist the City in developing an agenda and securing funding.

Therefore, please consider approval of a motion to authorize the City Manager or the City

Manager's designee to advertise a request for proposals for Lobbying Consultant Services at the State Level and to negotiate a professional services agreement for said services; provided, however, that said agreement shall not become effective until approved by the City Council.

Morris Williams Jr.

City Manager's Office

REQUEST FOR PROPOSALS

RFP 21003697
Lobbying Consultant Services
At the State Level

DEADLINE FOR SUBMISSION OF PROPOSALS

July 21, 2021 at 2:00 p.m. CST

City Secretary's Office
Suite 330
300 North Loraine
Midland, TX 79701

TEL: 432-685-7234
FAX: 432-685-0523

City of Midland, TX
RFP 21003697
Lobbying Consulting Services at the State Level

Checklist

Please ensure that you complete and return the following documents and information to the City of Midland Purchasing and Contract Management Department before the deadline. Any corrections must be initialed by person making the correction. Late submittals will not be accepted.

	The **Request for Proposal Form** MUST be completed.
	Completed and signed **Statement of Qualifications**
	Completed and signed **Suspension and Debarment Certification**. Please include Company Federal TAX ID number or Social Security number.
	Completed and signed **Insurance Affidavit**.
	Completed and signed **Non-Collusion Affidavit**.
	Completed and signed **Conflict of Interest Questionnaire**.
	Completed **Reference Form**.
	Completed **Form 1295 – Disclosure of Interested Parties**
	Clearly mark the Request for Proposal (RFP) number, title, due date and time, and your company name and address on the outside of the sealed envelope or container.
	Submit **original** and **four copies** of the proposal.
	Three signed copies of the **Contract**

FAILURE TO PROVIDE ANY OF THE ABOVE MAY RESULT IN YOUR PROPOSAL BEING DEEMED NON-RESPONSIVE.

_____

Printed Name of Company

_____

Contact Person Name and Phone Number

PLEASE INCLUDE THIS COMPLETED PAGE AS THE FIRST PAGE OF YOUR SUBMITTAL.

SUBMIT TO: CITY OF MIDLAND City Secretary's Office 300 North Loraine, Suite 330 Midland, TX 79701		**CITY OF MIDLAND, TEXAS** **REQUEST FOR PROPOSAL** **#21003697**
CONTACT PERSON: **Erika Martinez**	AN EQUAL OPPORTUNITY EMPLOYER	
TEL: 432.685.7234 FAX: 432.685.0523		

TITLE: **Lobbying Consulting Services at State Level**	SUBMITTAL DEADLINE: **July 21, 2021 at 2:00 p.m. CST**
PRE PROPOSAL MEETING DATE, TIME AND LOCATION: Deleted	*Any proposals received after the time and date listed above, **regardless of the mode of delivery**, shall be returned unopened.*

RESPONDENT NAME:	IF RETURNING AS A "NO RESPONSE", PLEASE STATE REASON.
MAILING ADDRESS:	
CITY – STATE – ZIP:	THE CITY OF MIDLAND RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL PROPOSALS IN WHOLE OR IN PART AND WAIVE ANY INFORMALITY IN THE COMPETITIVE PROPOSAL PROCESS. FURTHER, THE CITY RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN THE BEST INTEREST OF THE CITY. IT IS THE INTENT AND PURPOSE OF THE CITY OF MIDLAND THAT THIS REQUEST PERMITS COMPETITIVE PROPOSALS. IT IS THE PROPOSER'S RESPONSIBILITY TO ADVISE THE CITY OF MIDLAND DIRECTOR OF PURCHASING AND CONTRACT MANAGEMENT IF ANY LANGUAGE, REQUIREMENTS, ETC., OR ANY COMBINATIONS THEREOF, INADVERTENTLY RESTRICTS OR LIMITS THE REQUIREMENTS STATED IN THIS RFP TO A SINGLE SOURCE. SUCH NOTIFICATION MUST BE SUBMITTED IN WRITING AND MUST BE RECEIVED BY THE DIRECTOR OF PURCHASING AND CONTRACT MANAGEMENT NO LATER THAN FIVE (5) BUSINESS DAYS PRIOR TO THE ABOVE SUBMITTAL DEADLINE.
TELEPHONE NO:	
FAX NO:	
E-MAIL:	

THE PROPOSER HEREBY ACKNOWLEDGES RECEIPT OF AND AGREES ITS PROPOSAL IS BASED ON ANY ADDENDA POSTED ON BIDSYNC.COM

IN COMPLIANCE WITH THIS SOLICITATION, THE UNDERSIGNED PROPOSER HAVING EXAMINED THE REQUEST FOR PROPOSAL, AND BEING FAMILIAR WITH THE CONDITIONS TO BE MET, HEREBY SUBMITS THE FOLLOWING. AN INDIVIDUAL AUTHORIZED TO BIND THE COMPANY MUST SIGN THE FOLLOWING SECTION. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN PROPOSAL REJECTION.

By my signature I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree that if the offer is accepted, the offeror will convey, sell, assign, or transfer to the City of Midland all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Texas for price fixing relating to the particular commodity(s) or service (s) purchased or acquired by the City of Midland. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the vendor.

Authorized Signature	**Title**
Print/Type Name	Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.

Lobbying Consulting Services at the State Level
CITY OF MIDLAND, TEXAS
Request for Proposals (RFP)

The City of Midland (the "City") appreciates your time and effort in preparing your proposal. All offerors should familiarize themselves with the following INSTRUCTIONS TO PROPOSERS and GENERAL REQUIREMENTS:

I. INSTRUCTIONS TO PROPOSERS

1 PROPOSAL DELIVERY, TIME & DATE

1.1 The City of Midland will receive written and sealed competitive proposals for **Lobbying Consulting Services at the State Level** until 2:00 p.m. CST, Date, if date/time stamped on or before 2:00 p.m. at the office listed below. Any proposal received after the date and hour specified will be rejected and returned unopened to the offeror. Each proposal and supporting documentation must be in a sealed envelope or container plainly labeled in the lower left-hand corner: "**RFP 21003697, Lobbying Consulting Services at the State Level"** and the closing date and time. Proposers must also include their company name and address on the outside of the envelope or container. Proposals must be addressed to:

City Secretary
City of Midland
300 North Loraine, Suite 330
Midland, Texas 79701

1.2 Proposers are responsible for making certain proposals and proposed contracts are delivered to the City Secretary's Office. Mailing of a proposal does not ensure that the proposal will be delivered on time or delivered at all. If offeror does not hand deliver proposal, we suggest that he/she use some sort of delivery service that provides a receipt. The City of Midland assumes no responsibility for errant delivery of proposals, including those relegated to a courier agent who fails to deliver in accordance with the time and receiving point specified.

1.3 Proposals will be accepted in person, by United States Mail or by private courier service. No proposals will be accepted by oral communication, telephone, electronic mail, telegraphic transmission, or telefacsimile transmission. THE CITY WILL NOT ACCEPT FAX PROPOSALS.

1.4 Proposals may be withdrawn prior to the above scheduled time set for closing. Alteration made before RFP closing must be initialed by offeror guaranteeing authenticity.

1.5 The City of Midland reserves the right to postpone the date and time for accepting proposals through an addendum.

1.6 A proposal will be subject to being considered irregular and may be rejected if it shows omissions, alterations of form, conditional alternate proposals, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind.

2 PRE-PROPOSAL MEETING

2.1 [Deleted]

2.2 [Deleted]

2.3 [Deleted]

3 CLARIFICATION OF REQUIREMENTS

3.1 It is the intent and purpose of the City that this request permits competitive proposals. It is the offeror's responsibility to advise the City of Midland Purchasing Manager if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the City of Midland Purchasing Office no later than five (5) business days prior to the proposal closing date. A review of such notifications will be made.

3.2 ALL REQUESTS FOR ADDITIONAL INFORMATION OR CLARIFICATION CONCERNING THIS RFP MUST BE SUBMITTED IN WRITING NO LATER THAN FIVE (5) BUSINESS DAYS PRIOR TO THE PROPOSAL CLOSING DATE AND ADDRESSED TO:

Erika Martinez, Purchasing Manager
City of Midland
300 North Loraine, Suite 220
Midland, TX 79701
Email: purchasing@midlandtexas.gov

4 ADDENDA & MODIFICATIONS

4.1 Any changes, additions, or clarifications to the RFP are made by **ADDENDA. We strongly suggest that you check for any addenda a minimum of forty-eight hours in advance of the response deadline. BUSINESSES WITHOUT INTERNET ACCESS** may use computers available at most public libraries.

4.2 Any offeror in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation thereof from the Purchasing Division. At the request of the offeror, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addenda issued by the Purchasing Division. Such addenda issued by the Purchasing Division will be available via email and will become part of the proposal package having the same binding effect as provisions of the original RFP. No verbal explanations or interpretations will be binding. In order to have a request for interpretation considered, the request must be submitted in writing and must be received by the Purchasing Division no later than five (5) days prior to the proposal closing date.

4.3 The City does not assume responsibility for the receipt of any addendum sent to offerors.

5 EXAMINATION OF DOCUMENTS AND REQUIREMENTS

5.1 Each offeror shall carefully examine all RFP documents and thoroughly familiarize itself with all requirements prior to submitting a proposal to ensure that the proposal meets the intent of this RFP.

5.2 Before submitting a proposal, each offeror shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the offeror from obligation to comply, in every detail, with all provisions and requirements of this RFP.

6 PROPOSAL COPIES

6.1 PROPOSERS MUST SUBMIT THE ORIGINAL AND FIVE (5) COPIES OF THE SEALED PROPOSAL TO THE CITY SECRETARY'S OFFICE PRIOR TO **RESPONSE DUE DATE/TIME**. FAILURE TO SUBMIT THE ADDITIONAL COPIES MAY RESULT IN THE PROPOSAL BEING DECLARED UNRESPONSIVE. The original must be clearly marked **"ORIGINAL"** and the copies must be clearly marked **"COPY**."

6.2 All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all electronic media, reports, charts, and other documentation submitted by offerors shall become the property of the City when received.

7 PROPOSAL PREPARATION COSTS

7.1 Issuance of this RFP does not commit the City, in any way, to pay any costs incurred in the preparation and submission of a proposal.

7.2 The issuance of this RFP does not obligate the City to enter into contract for any services or equipment.

7.3 All costs related to the preparation and submission of a proposal shall be paid by the Proposer.

8 TRADE SECRETS, CONFIDENTIAL INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

8.1 If you consider any portion of your proposal to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions.

8.2 Proposals will be opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for inspection. *Tex. Loc. Gov't. Code 252.049(b).*

8.3 The City will honor your notations of trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your proposal is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your proposal that you have marked as being confidential information, you will be notified of such request and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to Section 552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas

Attorney General or a court of competent jurisdiction that such information is in fact not privileged and confidential under Section 552.110 of the Government Code and Section 252.049 of the Local Government Code, then such information will be made available to the requester.

8.4 Marking your entire proposal CONFIDENTIAL/PROPRIETARY **is not** in conformance with the Texas Public Information Act.

9 DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

9.1 The City hereby notifies all offerors that in regard to any contract entered into pursuant to this RFP, Disadvantaged Business Enterprises (DBEs) will be afforded equal opportunities to submit proposals and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award.

9.2 A DBE is defined as a small business concern which is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one ore more socially and economically disadvantaged individuals. Socially and economically disadvantaged include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

10 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) REQUIREMENTS

10.1 The City hereby notifies all offerors that in regard to any contract entered into pursuant to this RFP, Historically Underutilized Businesses (HUBs) will be afforded equal opportunities to submit proposals and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award.

10.2 A HUB is defined as a small business concern which is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one ore more socially and economically disadvantaged individuals. Socially and economically disadvantaged include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

11 CONFLICT OF INTEREST

11.1 The Proposer shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City.

11.2 By signing their proposal, the offeror certifies and represents to the City the offeror has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this RFP.

12 ANTI-LOBBYING PROVISION

12.1 DURING THE PERIOD BETWEEN PROPOSAL SUBMISSION DATE AND THE CONTRACT AWARD, PROPOSERS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR PROPOSAL WITH ANY MEMBER OF THE MIDLAND CITY COUNCIL OR CITY STAFF EXCEPT UPON THE REQUEST OF THE CITY OF MIDLAND PURCHASING

DIVISION IN THE COURSE OF CITY-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS.

12.2 This provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential offerors, assure that contract decisions are made in public, and to protect the integrity of the RFP process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. Violation of this provision may result in rejection of the offeror's proposal.

13 AUTHORIZATION TO BIND SUBMITTER OF PROPOSAL

Proposals must show vendor name and address of offeror. The original proposal must be manually signed by an officer of the company having the authority to bind the submitter to its provisions. Person signing proposal must show title or AUTHORITY TO BIND THEIR FIRM IN A CONTRACT. Failure to manually sign proposal will disqualify it.

14 ABOUT THIS DOCUMENT

This document is a Request for Proposal. It differs from an Invitation to Bid in that the City is **seeking a solution**, as described in the following General Requirements section, **not a bid/quotation** meeting firm specifications for the lowest price. As such, **the lowest price proposed will not guarantee an award** recommendation. Sealed proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well an offeror's approach meets the desired requirements and needs of the City. Those criteria that will be used and considered in evaluation for award are set forth in this document. The City will thoroughly review all proposals received. The City will also utilize its best judgment when determining whether to schedule a pre-proposal conference (before proposals are accepted), or meetings with offerors (after receipt of all proposals). A Purchase Order/Contract will be awarded to a qualified offeror submitting the best proposal. **The City reserves the right to select, and subsequently recommend for an award, the proposed service which best meets its required needs, quality levels, and budget constraints.**

15 EVALUATION PROCESS

15.1 All proposals will be evaluated by an evaluation committee and may include senior management representatives, a financial officer, and/or an independent consultant.

15.2 Respondents to this RFP may be required to submit additional information that the City may deem necessary to further evaluate the offeror’s qualifications.

15.3 The committee will evaluate and numerically score each proposal in accordance with the evaluation criteria included in the Request for Proposal.

15.4 The committee will arrive at a short list of the top respondents and these short-listed respondents may be scheduled for a structured oral presentation and interview. Such presentations will be at no cost to the City. At the end of the oral presentation and interview, the evaluation of the short-listed respondents will be completed. The oral interview may be recorded and/or videotaped.

16 SELECTION

16.1 Selection shall be based on the responsible offeror whose proposal is determined to be the most advantageous to the City considering the relative importance of evaluation factors included in this RFP.

16.2 NO INDIVIDUAL OF ANY USING DEPARTMENT HAS THE AUTHORITY TO LEGALLY AND/OR FINANCIALLY COMMIT THE CITY TO ANY CONTRACT, AGREEMENT OR PURCHASE ORDER FOR GOODS OR SERVICES, UNLESS SPECIFICALLY SANCTIONED BY THE REQUIREMENTS OF THIS REQUEST FOR PROPOSALS.

17 FINANCIAL CONDITION

17.1 Contractor must provide audited financial statements, if requested, to the City.

18 CONTRACT TERMS AND CONDITIONS

It is understood that any resulting contract executed will contain the following Indemnification and Release language:

a) INDEMNIFICATION

IT IS FURTHER AGREED THAT THE CONTRACTOR (SEPARATELY AND COLLECTIVELY THE "INDEMNITEE") SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY THE CONTRACTOR UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.

b) RELEASE

THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE CONTRACTOR'S WORK TO BE PERFORMED HEREUNDER. THIS RELEASE SHALL APPLY REGARDLESS OF WHETHER SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION ARE COVERED IN WHOLE OR IN PART BY INSURANCE AND REGARDLESS OF WHETHER SUCH INJURY, DEATH, LOSS, OR

DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY RELEASED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.

c) Non-Arbitration

The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

d) Contract Term

The contract shall be for a term of one year with the option for a two, one-year extensions with the initial term beginning upon formal approval under the same terms and conditions upon written agreement from both parties.

19 EQUAL EMPLOYMENT OPPORTUNITY

Proposer agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violative of Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

20 NON-APPROPRIATION

All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the Midland City Council for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.

21 PROTEST

21.1 All protests regarding the RFP process must be submitted in writing to the Purchasing Manager within five (5) business days following the opening of proposals. This includes all protests relating to advertising of notices, deadlines, proposal opening, and all other related procedures under the Local Government Code, as well as any protest relating to alleged improprieties with the RFP process.

This limitation does not include protests relating to staff recommendations as to award of contract. Protests relating to staff recommendations may be directed to the City Manager.

All staff recommendations will be made available for public review prior to consideration by the City Council as allowed by law.

21.2 **FAILURE TO PROTEST WITHIN THE TIME ALLOTTED SHALL CONSTITUTE A WAIVER OF ANY PROTEST.**

22 THE CITY RIGHT TO AUDIT

At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

23 ASSIGNING OR SUBLETTING THE CONTRACT

The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Purchasing Manager. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.

24 TEXAS LABOR CODE § 214.008

Texas Labor Code § 214.008 authorizes a penalty to be imposed on a person who contracts for certain services with a governmental entity and who fails to properly classify any person the person directly retains and compensates for services performed in connection with the contract. Contractors and subcontractors who fail to properly classify individuals performing work under a governmental contract will be penalized $200 for each individual that has been misclassified (Texas Government Code Section 2155.001).

25 TEXAS GOVERNMENT CODE § 2252.908

Texas Government Code § 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Section 2252.908 requires the disclosure form to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity or state agency before the contract may be signed or has a value of at least $1 million.

NOTE: Bid and Proposal terms are interchangeable.

AWARD

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

Public Information. To the extent that Proposer is submitting a proposal for a contract described by Section 552.371 of the Texas Government Code, Proposer agrees as follows in accordance with Section

552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this proposal, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

PROPOSAL WAIVERS:

A. <u>Waiver of Attorney Fees</u>: BY SIGNING THIS PROPOSAL, PROPOSER 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. PROPOSER SPECIFICALLY AGREES THAT IF PROPOSER 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, PROPOSER AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH PROPOSER MIGHT OTHERWISE BE ENTITLED.

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

PROPOSER AND THE CITY ARE RELYING ON THEIR OWN JUDGMENT. PROPOSER HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

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

i. **THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY PROPOSAL;**
ii. **WAIVER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE PROPOSAL DOCUMENTS OR THE CONTRACT DOCUMENTS;**
iii. **ACCEPTANCE OR REJECTION OF ANY PROPOSALS; OR**
iv. **AWARD OF THE CONTRACT.**

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

C. Notice of Alleged Breach; Statutory Prerequisites: As a condition precedent to filing suit for alleged damages incurred in connection with this Proposal, Proposer or his legal representative, shall give the City Manager, or any other reasonable official of the City, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Proposal) 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 Proposer will settle, the physical and mailing addresses of Proposer at the time and date the claim was presented and the physical and mailing addresses of Proposer for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Proposer 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 Proposer that Proposer'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, Proposer's failure to comply with the requirements herein shall perpetually bar Proposer'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. Proposer agrees that the requirements of this entire Proposal are reasonable.

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

GOVERNMENTAL IMMUNITY: THE CITY IS NOT WAIVING ITS RIGHT OF GOVERNMENTAL IMMUNITY. THE CITY IS RETAINING ITS IMMUNITY FROM SUIT. THE CITY IS NOT GRANTING CONSENT TO BE SUED BY LEGISLATIVE RESOLUTION OR ACTION. THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

Proposer	Authorized Signature	Telephone
Address, City and State	Please Print above Name	Fax

Proposer's Enclosure Check List: (Proposer - Please review the following list and check to ensure that you have included the documents with your proposal.)

☐ 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, Proposer shall cause the City to be added as an additional insured to the above insurance policies. Additionally, the Proposer shall provide for waivers of subrogation to be issued in favor of the City with respect to the above insurance policies. Proposer shall cause a certificate(s) of insurance reflecting the above to be issued to the City.**

PLEASE NOTE:
Failure to include any of the required documents on the check list, may cause rejection of your proposal.

***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).**

The City of Midland is aware of the time and effort you expend in preparing and submitting proposals to the City. Please let us know of any requirement causing you difficulty in responding to our Request for Proposal. We want to facilitate your participation so that all responsible firms can compete for the City's business. Awards should be made approximately two to six weeks after the opening date. If you have any questions, please contact the City of Midland Purchasing Manager at (432)685-7234.

1 INTENT

a) The City of Midland (the "City") is soliciting proposals from firms that are interested and qualified to provide lobbying consulting services.

b) It is the intent of the City to select a single consultant to accomplish all the services outlined in this Request for Proposal ("RFP").

2 PURPOSE

a) The City invites all interested, qualified firms with municipal experience to submit a proposal to provide professional consulting services for representing the City on legislative matters at the State level for projects identified by Council. The lobbying services shall include, but not be limited to, scheduled, extended, or special legislative sessions and meetings; state administrative and agency hearings, meetings, or rule making proceedings; all in accordance with the terms, conditions, and scope of work identified in this Request for Proposal.

3 SCOPE OF WORK

a) The successful firm will have municipal experience in providing lobbying services at the State level to assist the City in developing an agenda and securing funding. This agenda will include areas of general municipal government, including but not limited to: telecommunications, sanitation waste disposal, parks and recreational services, economic development, streets and transportation, sanitary sewer, storm water, infrastructure, health, animal control, police and fire services, homeland security, grants, legislative issues that restrict the powers of local government such as eminent domain and annexation, and other issues affecting municipalities as more fully described in this RFP.

b) The successful firm must agree to be available at all times upon reasonable request to meet with City Council, City staff and others as specified in order to perform the responsibilities assigned; and to attend meetings, represent the interest of the City, and act as liaison between the City and all branches, departments, and agencies of the State government. It is expected that the successful firm will review and understand the agendas of the House and Senate leaders at the State level in order to assist the City to strategically seek funds.

c) The City expects that the successful Proposer shall refrain from undertaking any representation of other parties concerning any Legislative Matter whose interests are adverse to the interests of the City. The City reserves the right to determine in its sole discretion the existence of a conflict of interest or a potential conflict of interest.

d) The successful firm will work collaboratively with the Midland City Council, City Manager and designated staff to develop the City's State program and represent the City's interests in Austin, Texas.

The successful firm will handle a range of activities including, but not limited to:

1. Work closely with the City Council, City Manager, and key staff to develop a detailed strategic plan, to be referred to as the City of Midland State Legislative Program, for acquiring appropriations and funding for the City.

2. A minimum of two (2) in-person meetings to assist in the development of the City's State Legislative Program. Status updates will be presented to the City Council on a semi-annual basis and as needed or required throughout the term of the Contract.
3. Identify State grant opportunities; draft funding/grant applications in collaboration with the City, which addresses specific funding needs of the City; monitor and facilitate the progress of funding/grant applications through appropriate state agencies on behalf of the City, when requested.
4. Assist the City in the preparation of appropriations requests and required sub-committee forms.
5. Identify and aggressively act to obtain funding for the City's projects.
6. Continuously review all existing and proposed State policies, programs, and legislation. Identify those issues that may affect the City or its citizens, and regularly inform the City on these matters. Provide legal and legislative expertise and consulting services.
7. Review the legislative policy statements adopted by the Texas Municipal League, National League of Cities and other local governments and lobbying groups for the purpose of identifying issues which may either positively or negatively affect the City.
8. Identify other state legislation of interest to the City, monitor action on these initiatives, and advocate the City's interest when appropriate.
9. Monitor State legislative committee meetings, agency hearings and meetings prior to and during the regular and special legislative session(s) at which specific issues with the City's adopted Legislative Program are considered, as well as other issues that may arise that affect the City.
10. Work with the City Council, City Manager and designated staff to develop special or general legislation in keeping with, or supportive of, the City adopted Legislative Program.
11. Develop and evaluate strategy for the support, opposition, or amendment of pending legislation.
12. Testify and lobby before State legislative and appropriations committees as necessary on behalf of the City, during the annual legislative session, extended, or special session(s) and at legislative committee meetings. Assist City Mayor, Council Members and Staff when testifying.
13. Appear and testify before agency hearings, rule making proceedings and other administrative agency or legislative meetings, as required, to promote, oppose, and seek passage of legislation affecting the City or its citizens, and specific legislation contained in the City's Legislative Program.
14. Coordinate appointments or meetings between the City Council, other designated individuals, and Congressional leaders.
15. Assist the City in drafting any needed letters to State Congressional leaders regarding issues of interest and concern to the City.
16. Provide written monthly updates and quarterly status reports on the firm's achievements as they relate to the goals and objectives set forth in the City's Legislative Program.

17. Other required reports may include, but not necessarily be limited to, personal briefings and information bulletins pertinent to any legislation, rules, or regulations and other State policies or programs that affect the City and its citizens either directly or indirectly.

18. While the Legislature is in Session, a written summary report shall be submitted at the end of each week detailing legislative action taken during the week, status of legislative issues, anticipated action for the upcoming week, and suggestion action that City staff or elected officials may implement.

19. A written report that summarizes the status of the City's Legislative Program shall be provided within one (1) week of the closing of the session and a more detailed final written report on specific legislation and new requirements affecting the City shall be provided within a reasonable time period, not to exceed thirty (30) days from the close of session.

20. When the Legislature is not in Session, the successful firm shall provide periodic reports (at least monthly) on issues of interest or concern to the City. Such information may include, but not necessarily limited to: action taken at interim committee meetings, rule making hearings, status of studies underway, and advance notice of legislation being proposed.

4. EVALUATION CRITERIA

The following criteria will be used to evaluate and rank submittals:

a) 30% Qualifications and experience

b) 30% Rates and expenses

c) 25% Methodology including technical approach and understanding of the scope of the project.

d) 15% References

5. PROPOSAL FORMAT

a) The City requires comprehensive responses to every section within this RFP. To facilitate the review of the proposals, Firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Firms regarding content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation.

b) Cover letter addressed to the Honorable Mayor and City Council that states the Proposer's understanding of the services to be provided. Include any additional information believed necessary that is not requested elsewhere in the RFP.

c) The proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.

d) The proposal must be organized into the following response item sections and submitted in an indexed binder.

TAB A Qualifications and experience

1. Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm, including multiple offices, if applicable.

Provide an organizational chart indicating the positions and names of the core management team which will undertake this engagement.

2. Identify the project manager and each individual who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications and licenses, etc.
3. Describe the experience of the firm in the last thirty-six (36) months in performing consulting services in similar size and scope.
4. The same information must be provided for any associate firm or sub-consultant.
5. Describe five (5) instances in which your firm was successful in obtaining funding for a municipality similar in size to the City in the following areas: transportation, economic development, affordable housing, environmental mitigation, homeland security, and infrastructure improvements.
6. Specify the firm's area of expertise and how the Firm's strengths stand to benefit the City.
7. Specify what unique characteristics set the firm apart from others who perform the same or similar functions.

TAB B Rates and expenses

1. Provide a detailed fee schedule. Express your administrative fee in a lump sum not-to-exceed maximum amount and separate price for travel and related expenses (if applicable). An itemized bill with receipts must be included with request for payment.
2. Firm shall not incur travel or related expenses chargeable to the City without prior approval by an authorized City representative.
3. Consultants may submit proposals based on a lump sum basis payable monthly over the course of the year or on an hourly fee basis. All proposals must include a maximum not-to-exceed amount. Expenses not specifically listed will not be considered.
4. The actual contract amount will be negotiated after the consultant has been selected and the scope of work finalized.
5. Provide an hourly rate for Federal lobbyist activities to be utilized on an as-need basis.

TAB C Methodology including technical approach and understanding of the scope of the project.

1. Proposals must include a narrative description of the Firms' plan for accomplishing the work and services to be provided to the City.
2. Proposals must indicate a clear understanding of the scope of work, including a detailed project plan for this engagement outlying major tasks and responsibilities, time frames, and staff assigned for each category of the scope of work identified above.
3. Proposals shall identify progress reports that will be made available during the process and key decision points.

4. Proposals shall clearly distinguish the Firms' duties and responsibilities and those of the City. Absence of this distinction shall mean the Firm is assuming full responsibility for all tasks.

TAB D References

1. Provide references for similarly successful projects from five current governmental agencies, including the name of the agency, contact name, telephone, fax and email address.

TAB E Certification, acknowledgement of any Addenda issued and a statement of willingness to sign the City's Standard Form of Agreement.

SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of $25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.

Before an award of $25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a Federal agency.

COMPANY NAME:_____

Signature of Company Official:_____

Date Signed:_____

Printed name of company official signing above:_____

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS
§
MIDLAND COUNTY

_____ being first duly sworn, on his/her oath, says that the proposal above submitted is a genuine and not a sham or collusive proposal, or made in the interest or on behalf of any person not therein named; and s/he further says that the said proposer has not directly induced or solicited any proposer on the above work or supplies to put in a sham proposal, or any other person or corporation to refrain from submitting a proposal; and that said proposer has not in any manner sought by collusion to secure to self an advantage over any other proposer or proposers.

_____
NAME OF FIRM

_____
SIGNATURE OF PROPOSER

_____
TITLE

Subscribed and sworn to before me this _____ day of _____, 2016

_____
Notary Public in and for the State
of _____ residing at

_____

NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED IN WITH THE BID/PROPOSAL

FORM 1295 - DISCLOSURE OF INTERESTED PARTIES

House Bill 1295, adopted by the 84th Legislature, created §2252.908, Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency.

§2252.908, Texas Government Code requires the commission to adopt rules necessary to implement the new disclosure requirement and to prescribe the disclosure form. Section 2252.908 requires the disclosure form to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity or state agency before the contract may be signed or has a value of at least $1 million. Section 2252.908 provides definitions of certain terms occurring in the section. House Bill 1295 provides that §2252.908 applies only to a contract entered into on or after January 1, 2016.

An interested party is defined as a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts or who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.

Contractors are required to acquire Form 1295 via the Texas Ethics Commission website. This requires registration, generation of Form 1295 with a unique Certificate Number & filing date, printing the form, notarizing and returning the form to City of Midland Purchasing Division.

Once the form is received by the Purchasing Division, the Buyer associated with the project will log-in to the Texas Ethics Commission portal and acknowledge receipt of the form not later than the 30th day after the date the contract for which the form was filed binds all parties to the contract. This will complete the form for the contract with which the form is associated. The completed form will be made available via the Texas Ethics Commission website.

Form 1295 can be generated via the Texas Ethics Commission web portal. The website and detailed instructions are located at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

AGREEMENT

THIS AGREEMENT is made and effective the ___day of ____ 20____, by and between the CITY OF MIDLAND, TEXAS ("*CITY*"), and, _____ ("*COMPANY*").

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform _____ services for CITY.

ARTICLE II. SERVICES TO BE PERFORMED

A. COMPANY shall provide those services described in **Exhibit A**.

B. COMPANY shall perform all the services under this Agreement consistent with the same level of skill and care as other companies in approximately the same region at approximately the same point in time and for the same types of projects. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform the services described in **Exhibit A**.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY in an amount not to exceed $_____ for the services described in **Exhibit A**. CITY agrees to pay COMPANY according to the schedule set forth in **Exhibit A**, which is attached hereto and incorporated herein for all purposes, upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in **Exhibit A** incurred during the previous month that have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within thirty (30) days of the date COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within fifteen (15) days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The term of this Agreement shall be from [INSERT BEGINNING DATE] until [INSERT END DATE], unless the project is completed sooner or the Agreement is terminated as provided below.

ARTICLE V. TERMINATION AT WILL

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

ARTICLE VI. ASSIGNMENT

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

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

All reports, information and other data ("*Instruments of Service*"), given to, prepared or assembled by COMPANY under this Agreement, and any other related documents or items shall become the sole property of CITY and shall be delivered to CITY, without restriction, except that COMPANY may make copies of any and all Instruments of Service for its files. CITY shall not make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of COMPANY, which consent shall not be unreasonably withheld.

ARTICLE VIII. INDEPENDENT CONTRACTOR

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

ARTICLE IX. INSURANCE

COMPANY 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
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 Agreement. 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 Agreement. The Workers' Compensation shall waive all rights of subrogation in favor of CITY.

All insurance required pursuant to this Agreement shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Agreement, 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 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).

The parties agree that, prior to the execution of the Agreement, 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 Agreement.

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.

ARTICLE X. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO WAIVE AND

DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY REGARDING THE AWARD OR ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS AGREEMENT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'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 AGREEMENT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS ARTICLE SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OR GOVERNMENTAL IMMUNITY AND SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

ARTICLE XI. GOVERNMENTAL IMMUNITY

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

ARTICLE XII. NO THIRD-PARTY BENEFICIARIES

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

ARTICLE XIII. RELEASE

NOTWITHSTANDING ANY OTHER 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 ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XIV. GENERAL PROVISIONS

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

B. Governing Law and Venue. 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. 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 Agreement or the performance of this contract shall be in Midland County, Texas.

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

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

If to COMPANY:

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

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

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

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

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

H. 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.

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one hundred

twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which 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 Agreement are reasonable. The provisions and obligations of this Section shall survive the termination of this Agreement.

J. Prompt Pay Act. CITY and COMPANY agree that Texas Government Code, Chapter 2251, *Payment for Goods and Services* does not waive governmental immunity.

K. 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.

L. To the extent that Section 2271.002 of the Texas Government Code applies to this Agreement, COMPANY hereby verifies that COMPANY does not boycott Israel and will not boycott Israel during the term of this Agreement. If Section 2271.002 of the Texas Government Code does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement

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

N. Public Information. To the extent that this Agreement is a contract described by 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 Agreement, and COMPANY agrees that the contract can be terminated if COMPANY knowingly or intentionally fails to comply with a requirement of that subchapter.

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

[Signature Pages Follow]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Robert Patrick, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLYAS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§

§

COUNTY OF _____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of _____, 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 _____

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 June 22, 2021

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

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.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

City Council Meeting

Item Number: 9

Meeting Date: June 22, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **Motion authorizing the City Manager or the City Manager's designee to advertise a request for proposals for federal lobbying consultant services and to negotiate a professional services agreement for said services; provided, however, that said agreement shall not become effective until approved by the City Council (DISTRICT: NONE) (GENERAL SERVICES)**

Purpose:

Approval of a motion to authorize the City Manager or the City Manager's designee to advertise a request for proposals for Lobbying Consultant Services at the Federal Level and to negotiate a professional services agreement for said services; provided, however, that said agreement shall not become effective until approved by the City Council.

Recommended City Council Action:

Approve

Fiscal Impact:

No funding at this time.

Discussion:

We are requesting approval of a motion to authorize the City Manager or the City Manager's designee to advertise a request for proposals for Lobbying Consultant Services at the Federal Level and to negotiate a professional services agreement for said services; provided, however, that said agreement shall not become effective until approved by the City Council. The successful firm will have municipal experience in providing lobbying services at the Federal level to assist the City in developing an agenda and securing funding.

Therefore, please consider approval of a motion to authorize the City Manager or the City Manager's designee to advertise a request for proposals for Lobbying Consultant Services at the Federal Level and to negotiate a professional services agreement for said services; provided, however, that said agreement shall not become effective until approved by the City Council

Morris Williams Jr.

City Manager's Office

REQUEST FOR PROPOSALS

RFP 21003698
Lobbying Consultant Services
At the Federal Level

DEADLINE FOR SUBMISSION OF PROPOSALS

July 21, 2021 at 2:00 p.m. CST

City Secretary's Office
Suite 330
300 North Loraine
Midland, TX 79701

TEL: 432-685-7234
FAX: 432-685-0523

City of Midland, TX
RFP

Lobbying Consulting Services
At the Federal Level

Checklist

Please ensure that you complete and return the following documents and information to the City of Midland Purchasing and Contract Management Department before the deadline. Any corrections must be initialed by person making the correction. Late submittals will not be accepted.

	The **Request for Proposal Form** MUST be completed.
	Completed and signed **Statement of Qualifications**
	Completed and signed **Suspension and Debarment Certification**. Please include Company Federal TAX ID number or Social Security number.
	Completed and signed **Insurance Affidavit**.
	Completed and signed **Non-Collusion Affidavit**.
	Completed and signed **Conflict of Interest Questionnaire**.
	Completed **Reference Form**.
	Completed **Form 1295 – Disclosure of Interested Parties**
	Clearly mark the Request for Proposal (RFP) number, title, due date and time, and your company name and address on the outside of the sealed envelope or container.
	Submit **original** and **four copies** of the proposal.
	Three signed copies of the **Contract**

FAILURE TO PROVIDE ANY OF THE ABOVE MAY RESULT IN YOUR PROPOSAL BEING DEEMED NON-RESPONSIVE.

_____

Printed Name of Company

_____

Contact Person Name and Phone Number

PLEASE INCLUDE THIS COMPLETED PAGE AS THE FIRST PAGE OF YOUR SUBMITTAL.

SUBMIT TO: CITY OF MIDLAND City Secretary's Office 300 North Loraine, Suite 330 Midland, TX 79701		**CITY OF MIDLAND, TEXAS** **REQUEST FOR PROPOSAL** **#21003698**
CONTACT PERSON: **Erika Martinez**	AN EQUAL OPPORTUNITY EMPLOYER	
TEL: 432.685.7234 FAX: 432.685.0523		

TITLE: **Lobbying Consulting Services at Federal Level**	SUBMITTAL DEADLINE: **July 21, 2021 at 2:00 p.m. CST**
PRE PROPOSAL MEETING DATE, TIME AND LOCATION: Deleted	*Any proposals received after the time and date listed above, **regardless of the mode of delivery**, shall be returned unopened.*

RESPONDENT NAME:	IF RETURNING AS A "NO RESPONSE", PLEASE STATE REASON.
MAILING ADDRESS:	
CITY – STATE – ZIP:	THE CITY OF MIDLAND RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL PROPOSALS IN WHOLE OR IN PART AND WAIVE ANY INFORMALITY IN THE COMPETITIVE PROPOSAL PROCESS. FURTHER, THE CITY RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN THE BEST INTEREST OF THE CITY. IT IS THE INTENT AND PURPOSE OF THE CITY OF MIDLAND THAT THIS REQUEST PERMITS COMPETITIVE PROPOSALS. IT IS THE PROPOSER'S RESPONSIBILITY TO ADVISE THE CITY OF MIDLAND DIRECTOR OF PURCHASING AND CONTRACT MANAGEMENT IF ANY LANGUAGE, REQUIREMENTS, ETC., OR ANY COMBINATIONS THEREOF, INADVERTENTLY RESTRICTS OR LIMITS THE REQUIREMENTS STATED IN THIS RFP TO A SINGLE SOURCE. SUCH NOTIFICATION MUST BE SUBMITTED IN WRITING AND MUST BE RECEIVED BY THE DIRECTOR OF PURCHASING AND CONTRACT MANAGEMENT NO LATER THAN FIVE (5) BUSINESS DAYS PRIOR TO THE ABOVE SUBMITTAL DEADLINE.
TELEPHONE NO:	
FAX NO:	
E-MAIL:	

THE PROPOSER HEREBY ACKNOWLEDGES RECEIPT OF AND AGREES ITS PROPOSAL IS BASED ON ANY ADDENDA POSTED ON BIDSYNC.COM

IN COMPLIANCE WITH THIS SOLICITATION, THE UNDERSIGNED PROPOSER HAVING EXAMINED THE REQUEST FOR PROPOSAL, AND BEING FAMILIAR WITH THE CONDITIONS TO BE MET, HEREBY SUBMITS THE FOLLOWING. AN INDIVIDUAL AUTHORIZED TO BIND THE COMPANY MUST SIGN THE FOLLOWING SECTION. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN PROPOSAL REJECTION.

By my signature I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree that if the offer is accepted, the offeror will convey, sell, assign, or transfer to the City of Midland all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Texas for price fixing relating to the particular commodity(s) or service (s) purchased or acquired by the City of Midland. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the vendor.

Authorized Signature	**Title**
Print/Type Name	Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.

Lobbying Consulting Services at the Federal Level
CITY OF MIDLAND, TEXAS
Request for Proposals (RFP)

The City of Midland (the "City") appreciates your time and effort in preparing your proposal. All offerors should familiarize themselves with the following INSTRUCTIONS TO PROPOSERS and GENERAL REQUIREMENTS:

I. INSTRUCTIONS TO PROPOSERS

1 PROPOSAL DELIVERY, TIME & DATE

1.1 The City of Midland will receive written and sealed competitive proposals for **Lobbying Consulting Services at the Federal Level** until 2:00 p.m. CST, Date, if date/time stamped on or before 2:00 p.m. at the office listed below. Any proposal received after the date and hour specified will be rejected and returned unopened to the offeror. Each proposal and supporting documentation must be in a sealed envelope or container plainly labeled in the lower left-hand corner: "**RFP 21003698, Lobbying Consulting Services at the Federal Level"** and the closing date and time. Proposers must also include their company name and address on the outside of the envelope or container. Proposals must be addressed to:

City Secretary
City of Midland
300 North Loraine, Suite 330
Midland, Texas 79701

1.2 Proposers are responsible for making certain proposals and proposed contracts are delivered to the City Secretary's Office. Mailing of a proposal does not ensure that the proposal will be delivered on time or delivered at all. If offeror does not hand deliver proposal, we suggest that he/she use some sort of delivery service that provides a receipt. The City of Midland assumes no responsibility for errant delivery of proposals, including those relegated to a courier agent who fails to deliver in accordance with the time and receiving point specified.

1.3 Proposals will be accepted in person, by United States Mail or by private courier service. No proposals will be accepted by oral communication, telephone, electronic mail, telegraphic transmission, or telefacsimile transmission. THE CITY WILL NOT ACCEPT FAX PROPOSALS.

1.4 Proposals may be withdrawn prior to the above scheduled time set for closing. Alteration made before RFP closing must be initialed by offeror guaranteeing authenticity.

1.5 The City of Midland reserves the right to postpone the date and time for accepting proposals through an addendum.

1.6 A proposal will be subject to being considered irregular and may be rejected if it shows omissions, alterations of form, conditional alternate proposals, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind.

2 PRE-PROPOSAL MEETING

2.1 [Deleted]

2.2 [Deleted]

2.3 [Deleted]

3 CLARIFICATION OF REQUIREMENTS

3.1 It is the intent and purpose of the City that this request permits competitive proposals. It is the offeror's responsibility to advise the City of Midland Purchasing Manager if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the City of Midland Purchasing Office no later than five (5) business days prior to the proposal closing date. A review of such notifications will be made.

3.2 ALL REQUESTS FOR ADDITIONAL INFORMATION OR CLARIFICATION CONCERNING THIS RFP MUST BE SUBMITTED IN WRITING NO LATER THAN FIVE (5) BUSINESS DAYS PRIOR TO THE PROPOSAL CLOSING DATE AND ADDRESSED TO:

Erika Martinez, Purchasing Manager
City of Midland
300 North Loraine, Suite 220
Midland, TX 79701
Email: purchasing@midlandtexas.gov

4 ADDENDA & MODIFICATIONS

4.1 Any changes, additions, or clarifications to the RFP are made by **ADDENDA. We strongly suggest that you check for any addenda a minimum of forty-eight hours in advance of the response deadline. BUSINESSES WITHOUT INTERNET ACCESS** may use computers available at most public libraries.

4.2 Any offeror in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation thereof from the Purchasing Division. At the request of the offeror, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addenda issued by the Purchasing Division. Such addenda issued by the Purchasing Division will be available via email and will become part of the proposal package having the same binding effect as provisions of the original RFP. No verbal explanations or interpretations will be binding. In order to have a request for interpretation considered, the request must be submitted in writing and must be received by the Purchasing Division no later than five (5) days prior to the proposal closing date.

4.3 The City does not assume responsibility for the receipt of any addendum sent to offerors.

5 EXAMINATION OF DOCUMENTS AND REQUIREMENTS

5.1 Each offeror shall carefully examine all RFP documents and thoroughly familiarize itself with all requirements prior to submitting a proposal to ensure that the proposal meets the intent of this RFP.

5.2 Before submitting a proposal, each offeror shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the offeror from obligation to comply, in every detail, with all provisions and requirements of this RFP.

6 PROPOSAL COPIES

6.1 PROPOSERS MUST SUBMIT THE ORIGINAL AND FIVE (5) COPIES OF THE SEALED PROPOSAL TO THE CITY SECRETARY'S OFFICE PRIOR TO **RESPONSE DUE DATE/TIME**. FAILURE TO SUBMIT THE ADDITIONAL COPIES MAY RESULT IN THE PROPOSAL BEING DECLARED UNRESPONSIVE. The original must be clearly marked **"ORIGINAL"** and the copies must be clearly marked **"COPY**."

6.2 All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all electronic media, reports, charts, and other documentation submitted by offerors shall become the property of the City when received.

7 PROPOSAL PREPARATION COSTS

7.1 Issuance of this RFP does not commit the City, in any way, to pay any costs incurred in the preparation and submission of a proposal.

7.2 The issuance of this RFP does not obligate the City to enter into contract for any services or equipment.

7.3 All costs related to the preparation and submission of a proposal shall be paid by the Proposer.

8 TRADE SECRETS, CONFIDENTIAL INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

8.1 If you consider any portion of your proposal to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions.

8.2 Proposals will be opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for inspection. *Tex. Loc. Gov't. Code 252.049(b).*

8.3 The City will honor your notations of trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your proposal is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your proposal that you have marked as being confidential information, you will be notified of such request and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to Section 552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas

Attorney General or a court of competent jurisdiction that such information is in fact not privileged and confidential under Section 552.110 of the Government Code and Section 252.049 of the Local Government Code, then such information will be made available to the requester.

8.4 Marking your entire proposal CONFIDENTIAL/PROPRIETARY **is not** in conformance with the Texas Public Information Act.

9 DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

9.1 The City hereby notifies all offerors that in regard to any contract entered into pursuant to this RFP, Disadvantaged Business Enterprises (DBEs) will be afforded equal opportunities to submit proposals and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award.

9.2 A DBE is defined as a small business concern which is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one ore more socially and economically disadvantaged individuals. Socially and economically disadvantaged include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

10 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) REQUIREMENTS

10.1 The City hereby notifies all offerors that in regard to any contract entered into pursuant to this RFP, Historically Underutilized Businesses (HUBs) will be afforded equal opportunities to submit proposals and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award.

10.2 A HUB is defined as a small business concern which is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one ore more socially and economically disadvantaged individuals. Socially and economically disadvantaged include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

11 CONFLICT OF INTEREST

11.1 The Proposer shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City.

11.2 By signing their proposal, the offeror certifies and represents to the City the offeror has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this RFP.

12 ANTI-LOBBYING PROVISION

12.1 DURING THE PERIOD BETWEEN PROPOSAL SUBMISSION DATE AND THE CONTRACT AWARD, PROPOSERS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR PROPOSAL WITH ANY MEMBER OF THE MIDLAND CITY COUNCIL OR CITY STAFF EXCEPT UPON THE REQUEST OF THE CITY OF MIDLAND PURCHASING

DIVISION IN THE COURSE OF CITY-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS.

12.2 This provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential offerors, assure that contract decisions are made in public, and to protect the integrity of the RFP process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. Violation of this provision may result in rejection of the offeror's proposal.

13 AUTHORIZATION TO BIND SUBMITTER OF PROPOSAL

Proposals must show vendor name and address of offeror. The original proposal must be manually signed by an officer of the company having the authority to bind the submitter to its provisions. Person signing proposal must show title or AUTHORITY TO BIND THEIR FIRM IN A CONTRACT. Failure to manually sign proposal will disqualify it.

14 ABOUT THIS DOCUMENT

This document is a Request for Proposal. It differs from an Invitation to Bid in that the City is **seeking a solution**, as described in the following General Requirements section, **not a bid/quotation** meeting firm specifications for the lowest price. As such, **the lowest price proposed will not guarantee an award** recommendation. Sealed proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well an offeror's approach meets the desired requirements and needs of the City. Those criteria that will be used and considered in evaluation for award are set forth in this document. The City will thoroughly review all proposals received. The City will also utilize its best judgment when determining whether to schedule a pre-proposal conference (before proposals are accepted), or meetings with offerors (after receipt of all proposals). A Purchase Order/Contract will be awarded to a qualified offeror submitting the best proposal. **The City reserves the right to select, and subsequently recommend for an award, the proposed service which best meets its required needs, quality levels, and budget constraints.**

15 EVALUATION PROCESS

15.1 All proposals will be evaluated by an evaluation committee and may include senior management representatives, a financial officer, and/or an independent consultant.

15.2 Respondents to this RFP may be required to submit additional information that the City may deem necessary to further evaluate the offeror’s qualifications.

15.3 The committee will evaluate and numerically score each proposal in accordance with the evaluation criteria included in the Request for Proposal.

15.4 The committee will arrive at a short list of the top respondents and these short-listed respondents may be scheduled for a structured oral presentation and interview. Such presentations will be at no cost to the City. At the end of the oral presentation and interview, the evaluation of the short-listed respondents will be completed. The oral interview may be recorded and/or videotaped.

16 SELECTION

16.1 Selection shall be based on the responsible offeror whose proposal is determined to be the most advantageous to the City considering the relative importance of evaluation factors included in this RFP.

16.2 NO INDIVIDUAL OF ANY USING DEPARTMENT HAS THE AUTHORITY TO LEGALLY AND/OR FINANCIALLY COMMIT THE CITY TO ANY CONTRACT, AGREEMENT OR PURCHASE ORDER FOR GOODS OR SERVICES, UNLESS SPECIFICALLY SANCTIONED BY THE REQUIREMENTS OF THIS REQUEST FOR PROPOSALS.

17 FINANCIAL CONDITION

17.1 Contractor must provide audited financial statements, if requested, to the City.

18 CONTRACT TERMS AND CONDITIONS

It is understood that any resulting contract executed will contain the following Indemnification and Release language:

a) INDEMNIFICATION

IT IS FURTHER AGREED THAT THE CONTRACTOR (SEPARATELY AND COLLECTIVELY THE "INDEMNITEE") SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY THE CONTRACTOR UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.

b) RELEASE

THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE CONTRACTOR'S WORK TO BE PERFORMED HEREUNDER. THIS RELEASE SHALL APPLY REGARDLESS OF WHETHER SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION ARE COVERED IN WHOLE OR IN PART BY INSURANCE AND REGARDLESS OF WHETHER SUCH INJURY, DEATH, LOSS, OR

DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY RELEASED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.

c) Non-Arbitration

The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

d) Contract Term

The contract shall be for a term of one year with the option for a two, one-year extensions with the initial term beginning upon formal approval under the same terms and conditions upon written agreement from both parties.

19 EQUAL EMPLOYMENT OPPORTUNITY

Proposer agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violative of Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

20 NON-APPROPRIATION

All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the Midland City Council for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.

21 PROTEST

21.1 All protests regarding the RFP process must be submitted in writing to the Purchasing Manager within five (5) business days following the opening of proposals. This includes all protests relating to advertising of notices, deadlines, proposal opening, and all other related procedures under the Local Government Code, as well as any protest relating to alleged improprieties with the RFP process.

This limitation does not include protests relating to staff recommendations as to award of contract. Protests relating to staff recommendations may be directed to the City Manager.

All staff recommendations will be made available for public review prior to consideration by the City Council as allowed by law.

21.2 **FAILURE TO PROTEST WITHIN THE TIME ALLOTTED SHALL CONSTITUTE A WAIVER OF ANY PROTEST.**

22 THE CITY RIGHT TO AUDIT

At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the United States federal government, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

23 ASSIGNING OR SUBLETTING THE CONTRACT

The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Purchasing Manager. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.

24 TEXAS LABOR CODE § 214.008

Texas Labor Code § 214.008 authorizes a penalty to be imposed on a person who contracts for certain services with a governmental entity and who fails to properly classify any person the person directly retains and compensates for services performed in connection with the contract. Contractors and subcontractors who fail to properly classify individuals performing work under a governmental contract will be penalized $200 for each individual that has been misclassified (Texas Government Code Section 2155.001).

25 TEXAS GOVERNMENT CODE § 2252.908

Texas Government Code § 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Section 2252.908 requires the disclosure form to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity or state agency before the contract may be signed or has a value of at least $1 million.

NOTE: Bid and Proposal terms are interchangeable.

AWARD

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

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

PROPOSAL WAIVERS:

A. Waiver of Attorney Fees: BY SIGNING THIS PROPOSAL, PROPOSER 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. PROPOSER SPECIFICALLY AGREES THAT IF PROPOSER 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, PROPOSER AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH PROPOSER MIGHT OTHERWISE BE ENTITLED.

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

PROPOSER AND THE CITY ARE RELYING ON THEIR OWN JUDGMENT. PROPOSER HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

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

i. **THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY PROPOSAL;**
ii. **WAIVER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE PROPOSAL DOCUMENTS OR THE CONTRACT DOCUMENTS;**
iii. **ACCEPTANCE OR REJECTION OF ANY PROPOSALS; OR**

iv. AWARD OF THE CONTRACT.

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

C. Notice of Alleged Breach; Statutory Prerequisites: As a condition precedent to filing suit for alleged damages incurred in connection with this Proposal, Proposer or his legal representative, shall give the City Manager, or any other reasonable official of the City, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Proposal) 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 Proposer will settle, the physical and mailing addresses of Proposer at the time and date the claim was presented and the physical and mailing addresses of Proposer for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Proposer 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 Proposer that Proposer'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, Proposer's failure to comply with the requirements herein shall perpetually bar Proposer'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. Proposer agrees that the requirements of this entire Proposal are reasonable.

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

GOVERNMENTAL IMMUNITY: THE CITY IS NOT WAIVING ITS RIGHT OF GOVERNMENTAL IMMUNITY. THE CITY IS RETAINING ITS IMMUNITY FROM SUIT. THE CITY IS NOT GRANTING CONSENT TO BE SUED BY LEGISLATIVE RESOLUTION OR ACTION. THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

Proposer	Authorized Signature	Telephone

Address, City and State	Please Print above Name	Fax

Proposer's Enclosure Check List: (Proposer - Please review the following list and check to ensure that you have included the documents with your proposal.)

☐ 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, Proposer shall cause the City to be added as an additional insured to the above insurance policies. Additionally, the Proposer shall provide for waivers of subrogation to be issued in favor of the City with respect to the above insurance policies. Proposer shall cause a certificate(s) of insurance reflecting the above to be issued to the City.**

PLEASE NOTE:
Failure to include any of the required documents on the check list, may cause rejection of your proposal.

***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).**

The City of Midland is aware of the time and effort you expend in preparing and submitting proposals to the City. Please let us know of any requirement causing you difficulty in responding to our Request for Proposal. We want to facilitate your participation so that all responsible firms can compete for the City's business. Awards should be made approximately two to six weeks after the opening date. If you have any questions, please contact the City of Midland Purchasing Manager at (432)685-7234.

1 INTENT

a) The City of Midland (the "City") is soliciting proposals from firms that are interested and qualified to provide lobbying consulting services.

b) It is the intent of the City to select a single consultant to accomplish all the services outlined in this Request for Proposal ("RFP").

2 PURPOSE

a) The City invites all interested, qualified firms with municipal experience to submit a proposal to provide professional consulting services for representing the City on legislative matters at the Federal level for projects identified by Council. The lobbying services shall include, but not be limited to, scheduled, extended, or special legislative sessions and meetings; Federal administrative and agency hearings, meetings, or rule making proceedings; all in accordance with the terms, conditions, and scope of work identified in this Request for Proposal.

3 SCOPE OF WORK

a) The successful firm will have municipal experience in providing lobbying services at the Federal level to assist the City in developing an agenda and securing funding. This agenda will include areas of general municipal government, including but not limited to: telecommunications, sanitation waste disposal, parks and recreational services, economic development, streets and transportation, sanitary sewer, storm water, infrastructure, health, animal control, police and fire services, homeland security, grants, legislative issues that restrict the powers of local government such as eminent domain and annexation, and other issues affecting municipalities as more fully described in this RFP.

b) The successful firm must agree to be available at all times upon reasonable request to meet with City Council, City staff and others as specified in order to perform the responsibilities assigned; and to attend meetings, represent the interest of the City, and act as liaison between the City and all branches, departments, and agencies of the Federal government. It is expected that the successful firm will review and understand the agendas of the House and Senate leaders at the Federal level in order to assist the City to strategically seek funds.

c) The City expects that the successful Proposer shall refrain from undertaking any representation of other parties concerning any Legislative Matter whose interests are adverse to the interests of the City. The City reserves the right to determine in its sole discretion the existence of a conflict of interest or a potential conflict of interest.

d) The successful firm will work collaboratively with the Midland City Council, City Manager and designated staff to develop the City's Federal program and represent the City's interests in Austin, Texas.

The successful firm will handle a range of activities including, but not limited to:

1. Work closely with the City Council, City Manager, and key staff to develop a detailed strategic plan, to be referred to as the City of Midland Federal Legislative Program, for acquiring appropriations and funding for the City.

2. A minimum of two (2) in-person meetings to assist in the development of the City's Federal Legislative Program. Status updates will be presented to the City Council on a semi-annual basis and as needed or required throughout the term of the Contract.
3. Identify Federal grant opportunities; draft funding/grant applications in collaboration with the City, which addresses specific funding needs of the City; monitor and facilitate the progress of funding/grant applications through appropriate Federal agencies on behalf of the City, when requested.
4. Assist the City in the preparation of appropriations requests and required sub-committee forms.
5. Identify and aggressively act to obtain funding for the City's projects.
6. Continuously review all existing and proposed Federal policies, programs, and legislation. Identify those issues that may affect the City or its citizens, and regularly inform the City on these matters. Provide legal and legislative expertise and consulting services.
7. Review the legislative policy statements adopted by the Texas Municipal League, National League of Cities and other local governments and lobbying groups for the purpose of identifying issues which may either positively or negatively affect the City.
8. Identify other Federal legislation of interest to the City, monitor action on these initiatives, and advocate the City's interest when appropriate.
9. Monitor Federal legislative committee meetings, agency hearings and meetings prior to and during the regular and special legislative session(s) at which specific issues with the City's adopted Legislative Program are considered, as well as other issues that may arise that affect the City.
10. Work with the City Council, City Manager and designated staff to develop special or general legislation in keeping with, or supportive of, the City adopted Legislative Program.
11. Develop and evaluate strategy for the support, opposition, or amendment of pending legislation.
12. Testify and lobby before Federal legislative and appropriations committees as necessary on behalf of the City, during the annual legislative session, extended, or special session(s) and at legislative committee meetings. Assist City Mayor, Council Members and Staff when testifying.
13. Appear and testify before agency hearings, rule making proceedings and other administrative agency or legislative meetings, as required, to promote, oppose, and seek passage of legislation affecting the City or its citizens, and specific legislation contained in the City's Legislative Program.
14. Coordinate appointments or meetings between the City Council, other designated individuals, and Congressional leaders.
15. Assist the City in drafting any needed letters to Federal Congressional leaders regarding issues of interest and concern to the City.

16. Provide written monthly updates and quarterly status reports on the firm's achievements as they relate to the goals and objectives set forth in the City's Legislative Program.

17. Other required reports may include, but not necessarily be limited to, personal briefings and information bulletins pertinent to any legislation, rules, or regulations and other Federal policies or programs that affect the City and its citizens either directly or indirectly.

18. While the Legislature is in Session, a written summary report shall be submitted at the end of each week detailing legislative action taken during the week, status of legislative issues, anticipated action for the upcoming week, and suggestion action that City staff or elected officials may implement.

19. A written report that summarizes the status of the City's Legislative Program shall be provided within one (1) week of the closing of the session and a more detailed final written report on specific legislation and new requirements affecting the City shall be provided within a reasonable time period, not to exceed thirty (30) days from the close of session.

20. When the Legislature is not in Session, the successful firm shall provide periodic reports (at least monthly) on issues of interest or concern to the City. Such information may include, but not necessarily limited to: action taken at interim committee meetings, rule making hearings, status of studies underway, and advance notice of legislation being proposed.

4. EVALUATION CRITERIA

The following criteria will be used to evaluate and rank submittals:

a) 30% Qualifications and experience

b) 30% Rates and expenses

c) 25% Methodology including technical approach and understanding of the scope of the project.

d) 15% References

5. PROPOSAL FORMAT

a) The City requires comprehensive responses to every section within this RFP. To facilitate the review of the proposals, Firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Firms regarding content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation.

b) Cover letter addressed to the Honorable Mayor and City Council that states the Proposer's understanding of the services to be provided. Include any additional information believed necessary that is not requested elsewhere in the RFP.

c) The proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.

d) The proposal must be organized into the following response item sections and submitted in an indexed binder.

TAB A Qualifications and experience

1. Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names of the core management team which will undertake this engagement.
2. Identify the project manager and each individual who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications and licenses, etc.
3. Describe the experience of the firm in the last thirty-six (36) months in performing consulting services in similar size and scope.
4. The same information must be provided for any associate firm or sub-consultant.
5. Describe five (5) instances in which your firm was successful in obtaining funding for a municipality similar in size to the City in the following areas: transportation, economic development, affordable housing, environmental mitigation, homeland security, and infrastructure improvements.
6. Specify the firm's area of expertise and how the Firm's strengths stand to benefit the City.
7. Specify what unique characteristics set the firm apart from others who perform the same or similar functions.

TAB B Rates and expenses

1. Provide a detailed fee schedule. Express your administrative fee in a lump sum not-to-exceed maximum amount and separate price for travel and related expenses (if applicable). An itemized bill with receipts must be included with request for payment.
2. Firm shall not incur travel or related expenses chargeable to the City without prior approval by an authorized City representative.
3. Consultants may submit proposals based on a lump sum basis payable monthly over the course of the year or on an hourly fee basis. All proposals must include a maximum not-to-exceed amount. Expenses not specifically listed will not be considered.
4. The actual contract amount will be negotiated after the consultant has been selected and the scope of work finalized.
5. Provide an hourly rate for Federal lobbyist activities to be utilized on an as-need basis.

TAB C Methodology including technical approach and understanding of the scope of the project.

1. Proposals must include a narrative description of the Firms' plan for accomplishing the work and services to be provided to the City.
2. Proposals must indicate a clear understanding of the scope of work, including a detailed project plan for this engagement outlying major tasks and responsibilities, time frames, and staff assigned for each category of the scope of work identified above.

3. Proposals shall identify progress reports that will be made available during the process and key decision points.

4. Proposals shall clearly distinguish the Firms' duties and responsibilities and those of the City. Absence of this distinction shall mean the Firm is assuming full responsibility for all tasks.

TAB D References

1. Provide references for similarly successful projects from five current governmental agencies, including the name of the agency, contact name, telephone, fax and email address.

TAB E Certification, acknowledgement of any Addenda issued and a statement of willingness to sign the City's Standard Form of Agreement.

SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of $25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.

Before an award of $25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a Federal agency.

COMPANY NAME:_____

Signature of Company Official:_____

Date Signed:_____

Printed name of company official signing above:_____

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS
§
MIDLAND COUNTY

_____ being first duly sworn, on his/her oath, says that the proposal above submitted is a genuine and not a sham or collusive proposal, or made in the interest or on behalf of any person not therein named; and s/he further says that the said proposer has not directly induced or solicited any proposer on the above work or supplies to put in a sham proposal, or any other person or corporation to refrain from submitting a proposal; and that said proposer has not in any manner sought by collusion to secure to self an advantage over any other proposer or proposers.

_____
NAME OF FIRM

_____
SIGNATURE OF PROPOSER

_____
TITLE

Subscribed and sworn to before me this _____ day of _____, 2016

_____
Notary Public in and for the State
of _____ residing at

_____

NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED IN WITH THE BID/PROPOSAL

FORM 1295 - DISCLOSURE OF INTERESTED PARTIES

House Bill 1295, adopted by the 84th Legislature, created §2252.908, Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency.

§2252.908, Texas Government Code requires the commission to adopt rules necessary to implement the new disclosure requirement and to prescribe the disclosure form. Section 2252.908 requires the disclosure form to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity or state agency before the contract may be signed or has a value of at least $1 million. Section 2252.908 provides definitions of certain terms occurring in the section. House Bill 1295 provides that §2252.908 applies only to a contract entered into on or after January 1, 2016.

An interested party is defined as a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts or who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.

Contractors are required to acquire Form 1295 via the Texas Ethics Commission website. This requires registration, generation of Form 1295 with a unique Certificate Number & filing date, printing the form, notarizing and returning the form to City of Midland Purchasing Division.

Once the form is received by the Purchasing Division, the Buyer associated with the project will log-in to the Texas Ethics Commission portal and acknowledge receipt of the form not later than the 30th day after the date the contract for which the form was filed binds all parties to the contract. This will complete the form for the contract with which the form is associated. The completed form will be made available via the Texas Ethics Commission website.

Form 1295 can be generated via the Texas Ethics Commission web portal. The website and detailed instructions are located at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

AGREEMENT

THIS AGREEMENT is made and effective the ___day of ____ 20____, by and between the CITY OF MIDLAND, TEXAS ("*CITY*"), and, _____ ("*COMPANY*").

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform _____ services for CITY.

ARTICLE II. SERVICES TO BE PERFORMED

A. COMPANY shall provide those services described in **Exhibit A**.

B. COMPANY shall perform all the services under this Agreement consistent with the same level of skill and care as other companies in approximately the same region at approximately the same point in time and for the same types of projects. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform the services described in **Exhibit A**.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY in an amount not to exceed $_____ for the services described in **Exhibit A**. CITY agrees to pay COMPANY according to the schedule set forth in **Exhibit A**, which is attached hereto and incorporated herein for all purposes, upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in **Exhibit A** incurred during the previous month that have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within thirty (30) days of the date COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within fifteen (15) days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The term of this Agreement shall be from [INSERT BEGINNING DATE] until [INSERT END DATE], unless the project is completed sooner or the Agreement is terminated as provided below.

ARTICLE V. TERMINATION AT WILL

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

ARTICLE VI. ASSIGNMENT

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

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

All reports, information and other data ("*Instruments of Service*"), given to, prepared or assembled by COMPANY under this Agreement, and any other related documents or items shall become the sole property of CITY and shall be delivered to CITY, without restriction, except that COMPANY may make copies of any and all Instruments of Service for its files. CITY shall not make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of COMPANY, which consent shall not be unreasonably withheld.

ARTICLE VIII. INDEPENDENT CONTRACTOR

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

ARTICLE IX. INSURANCE

COMPANY 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
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 Agreement. 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 Agreement. The Workers' Compensation shall waive all rights of subrogation in favor of CITY.

All insurance required pursuant to this Agreement shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Agreement, 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 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).

The parties agree that, prior to the execution of the Agreement, 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 Agreement.

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.

ARTICLE X. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO WAIVE AND

DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY REGARDING THE AWARD OR ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS AGREEMENT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'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 AGREEMENT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS ARTICLE SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OR GOVERNMENTAL IMMUNITY AND SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

ARTICLE XI. GOVERNMENTAL IMMUNITY

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

ARTICLE XII. NO THIRD-PARTY BENEFICIARIES

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

ARTICLE XIII. RELEASE

NOTWITHSTANDING ANY OTHER 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 ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XIV. GENERAL PROVISIONS

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

B. Governing Law and Venue. 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. 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 Agreement or the performance of this contract shall be in Midland County, Texas.

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

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

If to COMPANY:

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

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

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

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

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

H. 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.

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one hundred

twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which 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 Agreement are reasonable. The provisions and obligations of this Section shall survive the termination of this Agreement.

J. Prompt Pay Act. CITY and COMPANY agree that Texas Government Code, Chapter 2251, *Payment for Goods and Services* does not waive governmental immunity.

K. 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.

L. To the extent that Section 2271.002 of the Texas Government Code applies to this Agreement, COMPANY hereby verifies that COMPANY does not boycott Israel and will not boycott Israel during the term of this Agreement. If Section 2271.002 of the Texas Government Code does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement

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

N. Public Information. To the extent that this Agreement is a contract described by 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 Agreement, and COMPANY agrees that the contract can be terminated if COMPANY knowingly or intentionally fails to comply with a requirement of that subchapter.

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

[Signature Pages Follow]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Robert Patrick, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLYAS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§

§

COUNTY OF _____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of _____, 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 _____

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 June 22, 2021

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.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

066-2021

City Council Meeting

Item Number: **10**

Meeting Date: **June 22, 2021**

To: **City Council / City Manager**

From: **Justine Ruff, Director**

Subject: **Motion approving plans and specifications for the Relocate Vehicle Gates SV1A and SV1B and Associated Roadway and Cargo Road Reconstruction Project at Midland International Air & Space Port, said plans and specifications being on file in the City Secretary's office referenced by the number and date of this Motion, and authorizing the City Manager or the City Manager's designee to advertise for competitive bids for said project pursuant to the statutes of the State of Texas for accomplishing the work set forth in said plans and specifications (900321) (District 4) (Airports)**

Purpose:

Motion approving plans and specifications for the Relocate Vehicle Gates SV1A and SV1B and Associated Roadway and Cargo Road Reconstruction Project at Midland International Air & Space Port, said plans and specifications being on file in the City Secretary's office referenced by the number and date of this Motion, and authorizing the City Manager or the City Manager's designee to advertise for competitive bids for said project pursuant to the statutes of the State of Texas for accomplishing the work set forth in said plans and specifications (900321) (District 4) (Airports)

Recommended City Council Action:

Approve

Fiscal Impact:

To Be Determined

Discussion:

Amendment #13 to Parkhill Smith & Cooper's Professional Service Agreement authorized by Motion on the February 22, 2020 meeting included the SV1A and SVIB and Associated Roadway and Cargo Road Reconstruction Project at Midland International Air & Space Port. This project will relocate the existing vehicle security access control gates SV1A and SV1B located immediately south of the Terminal Building and the associated roadway that provides access to the air carrier ramp. This project is necessary due to the new aircraft boarding Gate #6 with its elevated walkway on the south end of the Terminal. The gate relocation will shift the access gates and roadway further south, preventing vehicles and aircraft equipment using these gates from having to traverse under or navigate around the new Gate #6 passenger boarding gate. An FAA Grant will cover 100% of the gate relocation cost and some of the roadway expenses, the additional expenses will come from the Airport Fund.

Morris Williams Jr.

City Manager's Office

City Council Meeting

Item Number: 11

Meeting Date: June 22, 2021

To: City Council / City Manager

From: Justine Ruff, Director

Subject: Motion approving plans and specifications for the Airfield Lighting Rehabilitation Project at Midland International Air & Space Port, said plans and specifications being on file in the City Secretary's office referenced by the number and date of this Motion, and authorizing the City Manager or the City Manager's designee to advertise for competitive bids for said project pursuant to the statutes of the State of Texas for accomplishing the work set forth in said plans and specifications (DISTRICT 4) (AIRPORTS)

Purpose:

Motion approving plans and specifications for the Airfield Lighting Rehabilitation Project at Midland International Air & Space Port, said plans and specifications being on file in the City Secretary's office referenced by the number and date of this Motion, and authorizing the City Manager or the City Manager's designee to advertise for competitive bids for said project pursuant to the statutes of the State of Texas for accomplishing the work set forth in said plans and specifications (DISTRICT 4) (AIRPORTS)

Recommended City Council Action:

Approve

Fiscal Impact:

To Be Determined

Discussion:

During the September 22, 2020 meeting, a Motion authorized Amendment #14 to Parkhill, Smith & Cooper's 2016 Professional Services Agreement to include the addition of the MAF Airfield Lighting Rehabilitation Project. Parkhill has completed the Design Phase of this project and it is ready to be advertised to bidders. The airfield lighting at Midland International Air & Space Port

is 12 years old. Obtaining replacement parts for the existing equipment has become an issue due to the age and the fact the manufacturers have developed new versions of the FAA-approved equipment. The original manufacturer of the light fixture stems, frangible couplings and bases can no longer produce this equipment. This project will replace all the runway and taxiway edge light fixtures with new fixtures. This project will also replace the airfield lighting regulators located in the Lighting Vault. Passenger Facility Charges will pay for all of the Air Carrier Runways and Taxiways on the Airfield, the lighting on the two General Aviation Runways will be paid for with Airport funds.

Morris Williams Jr.

City Manager's Office

City Council Meeting

Item Number: 12

Meeting Date: June 22, 2021

To: City Council / City Manager

From: Tina Jauz, Director

Subject: RESOLUTION APPROVING A PROMOTIONAL AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND THE MUSEUM OF THE SOUTHWEST (DISTRICT 2) (CITY MANAGER)

Purpose:

The Board of Directors of the Midland Development Corporation approved at a regular meeting on June 7, 2021, a resolution authorizing the execution of a promotional agreement with the Museum of the Southwest to advertise or publicize the City of Midland for the purpose of developing new and expanded business enterprises.

Recommended City Council Action:

Approve

Fiscal Impact:

$75,000

Discussion:

MDC will provide funds to the Museum of the Southwest that will be directed toward re-paving the Museum's westernmost parking lot, which is currently in disrepair. This lot provides parking for the Museum, Blakemore Planetarium, and the Midland Downtown Farmer's market, making it a key component to maintaining accessibility in Midland's museum district.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION APPROVING A PROMOTIONAL AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND THE MUSEUM OF THE SOUTHWEST

WHEREAS, the Midland Development Corporation authorized the execution of a promotional agreement with the Museum of the Southwest; and

WHEREAS, the City Council finds it to be in the public interest to approve the promotional agreement between the Midland Development Corporation and the Museum of the Southwest;

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

THAT the promotional agreement between the Midland Development Corporation and the Museum of the Southwest is hereby approved. Said promotional agreement being attached hereto as Exhibit A and incorporated herein for all purposes.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

PROMOTIONAL AGREEMENT

THIS PROMOTIONAL AGREEMENT ("***Agreement***") is made and effective the 22nd day of June, 2021, by and between the MIDLAND DEVELOPMENT CORPORATION ("***MDC***"), an economic development corporation existing under the authority of Chapter of 504 of the Texas Local Government Code, and the MUSEUM OF THE SOUTHWEST ("***MUSEUM***"). In this Agreement, MDC and MUSEUM are sometimes individually referred to as a "***Party***" and collectively referred to as the "***Parties***."

W I T N E S S E T H:

WHEREAS, MDC is authorized to expend promotional funds in order to advertise or publicize the City of Midland for the purpose of developing new and expanded business enterprises pursuant to Section 504.105 of the Texas Local Government Code;

WHEREAS, MDC's expenditure of promotional funds for the advertising and promotional services described herein will advertise and publicize the City of Midland for the purpose of developing new and expanded business enterprises, and will thereby enhance and promote economic development within the City of Midland; and

WHEREAS, it is the desire of the Parties to combine their efforts for the purpose of promoting the City of Midland and MUSEUM;

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits which will accrue to the Parties, as well as the general citizenry of the City of Midland, the Parties have agreed and do hereby agree as follows:

I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which MUSEUM shall perform advertising and promotional services for MDC for the purpose of developing new and expanded business enterprises in the City of Midland and thereby enhance and promote economic development within the City of Midland.

II. OBLIGATIONS OF THE PARTIES

A. MDC Payment. MDC agrees to make one (1) lump-sum payment to MUSEUM in the amount of $75,000.00, with said payment to be made on or before July 31, 2021. The total funds provided by MDC under this Agreement shall not exceed $75,000.00. The Parties covenant and agree that all funds provided by MDC under this Agreement are in exchange for MUSEUM's advertising and promotional services as set forth herein.

B. Museum of the Southwest Services. MUSEUM shall use commercially reasonable efforts to provide those services described in **Exhibit A**, which is attached hereto and incorporated herein for all purposes. MUSEUM shall perform all services in a workmanlike manner. MUSEUM shall coordinate with MDC's Chairman, or his designee, regarding the design, nature, content, and implementation of the services to enable the advertising and promotional activities performed hereunder to be effective and efficient in achieving the purpose of this Agreement.

Exhibit A

C. Museum of the Southwest Report. During the term of this Agreement, at a time and place mutually agreed to by the Parties, MUSEUM shall provide MDC with a report or presentation containing a detailed summary of MUSEUM's efforts to promote new and expanded business enterprises within the City of Midland.

III. INDEPENDENT CONTRACTOR

MUSEUM shall operate hereunder as an independent contractor and not as an officer, agent, servant, or employee of MDC. MUSEUM shall have exclusive control of, and the exclusive right to control, the details of the work to be performed hereunder and all personnel performing the same, and shall be solely responsible for the acts and omissions of its officers, members, agents, employees or contractors. In no event shall any person participating in or performing any of MUSEUM's duties or responsibilities hereunder be considered an officer, agent, or employee of MDC. 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. MUSEUM 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. MDC does not have the power to direct the order in which the work is done. MDC shall not have the right to control the means, methods or details of MUSEUM's work. MUSEUM shall assume exclusive responsibility for its work.

IV. TERM OF AGREEMENT

Upon execution by the Parties, this Agreement becomes effective June 22, 2021, and shall terminate on September 30, 2022, or when terminated by mutual agreement of the Parties, or when terminated as hereinafter provided.

V. GENERAL TERMS

A. Entire Agreement. This Agreement embodies the complete agreement of the Parties, superseding all oral or written, previous and contemporary agreements between the Parties relating to matters in this Agreement; and except as otherwise provided herein, this Agreement cannot be modified or amended without a written agreement of the Parties.

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

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

D. Legal Construction. In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity,

illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

E. Notices. All notices to either Party required under this Agreement shall be sent by certified U.S. mail, postage prepaid, addressed to such Party at its respective address shown below. All notices shall be deemed given on the date so deposited in the mail, unless otherwise provided herein. Either Party hereto may change the address below by sending written notice of such change to the other Party.

If to MDC:	*If to MUSEUM:*
Executive Director Midland Development Corp. 200 N. Loraine St., Suite 610 Midland, Texas 79701	Museum of the Southwest 1705 W. Missouri Ave. Midland, Texas 79701

F. Assignment. This Agreement shall be binding upon the Parties and their successors and assigns. This Agreement may not be assigned by MUSEUM without the prior written consent of MDC.

G. Release. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, MUSEUM 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 WHICH MUSEUM 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 MDC'S NEGLIGENCE.

H. Amendments. This Agreement may be amended by written instrument executed by both Parties expressly stating the intention to amend this Agreement.

I. Governmental Immunity. By executing this agreement, MDC is not waiving its right of governmental immunity. MDC is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

J. Waiver of Attorney Fees. By executing this Agreement, **THE PARTIES AGREE TO WAIVE AND DO HEREBY WAIVE ANY CLAIM THEY HAVE OR MAY HAVE AGAINST THE OTHER PARTY REGARDING THE AWARD OF ATTORNEY FEES, WHICH ARE IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION, OR BREACH OF THIS AGREEMENT. THE PARTIES SPECIFICALLY AGREE THAT IF EITHER PARTY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY**

JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), THAT PARTY AGREES TO WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY FEES TO WHICH IT MIGHT OTHERWISE BE ENTITLED.

K. 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 shall be deemed to have occurred in Midland County, Texas.

L. Third-Party Beneficiary. MDC'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.

M. Governmental Function. MDC and MUSEUM hereby acknowledge and agree that the entirety of MDC's performance and obligations under this Agreement are governmental functions. By entering into this Agreement, MUSEUM releases MDC from any present or future claims asserting that MDC's performance or obligations under this Agreement are not governmental functions.

[Signature Pages Follow]

EXECUTED by the duly authorized officials of the Parties as of the day and year first above written.

MIDLAND DEVELOPMENT CORPORATION

By _____
Wesley Bownds, Chairman

ATTEST:

_____
Berry Simpson, Secretary

MUSEUM OF THE SOUTHWEST

By Lori Wesley

Name Lori Wesley

Title Executive Director

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

KRISTIN MICHELLE ROBERSON
Notary ID #131243938
My Commission Expires
August 14, 2021

BEFORE ME, the undersigned authority, on this day personally appeared Lori Wesley, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of the MUSEUM OF THE SOUTHWEST.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of June, 2021.

Kristin Michelle Roberson
Notary Public, State of Texas

Promotional Services to be Provided by Museum of the Southwest

1. Branding the City of Midland for the purpose of developing new and expanded business enterprises in website, brochure, and media materials.
2. Promoting the Museum of the Southwest as a cultural entity that immerses its visitors in experiences that will transform their universe and reveal new possibilities, inspiring exploration and interaction with the arts, science, history and culture.
3. Including references to the Midland Development Corporation's support for the Museum of the Southwest in media releases, including advertising, social media posts, television, and newspaper coverage where appropriate.
4. Including a description and logo for the Midland Development Corporation in the Museum of the Southwest's website and promotional materials.

Exhibit A

PROMOTIONAL AGREEMENT

THIS PROMOTIONAL AGREEMENT ("***Agreement***") is made and effective the 22nd day of June, 2021, by and between the MIDLAND DEVELOPMENT CORPORATION ("***MDC***"), an economic development corporation existing under the authority of Chapter of 504 of the Texas Local Government Code, and the MUSEUM OF THE SOUTHWEST ("***MUSEUM***"). In this Agreement, MDC and MUSEUM are sometimes individually referred to as a "***Party***" and collectively referred to as the "***Parties***."

W I T N E S S E T H:

WHEREAS, MDC is authorized to expend promotional funds in order to advertise or publicize the City of Midland for the purpose of developing new and expanded business enterprises pursuant to Section 504.105 of the Texas Local Government Code;

WHEREAS, MDC's expenditure of promotional funds for the advertising and promotional services described herein will advertise and publicize the City of Midland for the purpose of developing new and expanded business enterprises, and will thereby enhance and promote economic development within the City of Midland; and

WHEREAS, it is the desire of the Parties to combine their efforts for the purpose of promoting the City of Midland and MUSEUM;

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits which will accrue to the Parties, as well as the general citizenry of the City of Midland, the Parties have agreed and do hereby agree as follows:

I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which MUSEUM shall perform advertising and promotional services for MDC for the purpose of developing new and expanded business enterprises in the City of Midland and thereby enhance and promote economic development within the City of Midland.

II. OBLIGATIONS OF THE PARTIES

A. MDC Payment. MDC agrees to make one (1) lump-sum payment to MUSEUM in the amount of $75,000.00, with said payment to be made on or before July 31, 2021. The total funds provided by MDC under this Agreement shall not exceed $75,000.00. The Parties covenant and agree that all funds provided by MDC under this Agreement are in exchange for MUSEUM's advertising and promotional services as set forth herein.

B. Museum of the Southwest Services. MUSEUM shall use commercially reasonable efforts to provide those services described in **Exhibit A**, which is attached hereto and incorporated herein for all purposes. MUSEUM shall perform all services in a workmanlike manner. MUSEUM shall coordinate with MDC's Chairman, or his designee, regarding the design, nature, content, and implementation of the services to enable the advertising and promotional activities performed hereunder to be effective and efficient in achieving the purpose of this Agreement.

Exhibit A

C. Museum of the Southwest Report. During the term of this Agreement, at a time and place mutually agreed to by the Parties, MUSEUM shall provide MDC with a report or presentation containing a detailed summary of MUSEUM's efforts to promote new and expanded business enterprises within the City of Midland.

III. INDEPENDENT CONTRACTOR

MUSEUM shall operate hereunder as an independent contractor and not as an officer, agent, servant, or employee of MDC. MUSEUM shall have exclusive control of, and the exclusive right to control, the details of the work to be performed hereunder and all personnel performing the same, and shall be solely responsible for the acts and omissions of its officers, members, agents, employees or contractors. In no event shall any person participating in or performing any of MUSEUM's duties or responsibilities hereunder be considered an officer, agent, or employee of MDC. 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. MUSEUM 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. MDC does not have the power to direct the order in which the work is done. MDC shall not have the right to control the means, methods or details of MUSEUM's work. MUSEUM shall assume exclusive responsibility for its work.

IV. TERM OF AGREEMENT

Upon execution by the Parties, this Agreement becomes effective June 22, 2021, and shall terminate on September 30, 2022, or when terminated by mutual agreement of the Parties, or when terminated as hereinafter provided.

V. GENERAL TERMS

A. Entire Agreement. This Agreement embodies the complete agreement of the Parties, superseding all oral or written, previous and contemporary agreements between the Parties relating to matters in this Agreement; and except as otherwise provided herein, this Agreement cannot be modified or amended without a written agreement of the Parties.

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

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

D. Legal Construction. In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity,

illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

E. Notices. All notices to either Party required under this Agreement shall be sent by certified U.S. mail, postage prepaid, addressed to such Party at its respective address shown below. All notices shall be deemed given on the date so deposited in the mail, unless otherwise provided herein. Either Party hereto may change the address below by sending written notice of such change to the other Party.

If to MDC:	*If to MUSEUM:*
Executive Director Midland Development Corp. 200 N. Loraine St., Suite 610 Midland, Texas 79701	Museum of the Southwest 1705 W. Missouri Ave. Midland, Texas 79701

F. Assignment. This Agreement shall be binding upon the Parties and their successors and assigns. This Agreement may not be assigned by MUSEUM without the prior written consent of MDC.

G. Release. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, MUSEUM 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 WHICH MUSEUM 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 MDC'S NEGLIGENCE.

H. Amendments. This Agreement may be amended by written instrument executed by both Parties expressly stating the intention to amend this Agreement.

I. Governmental Immunity. By executing this agreement, MDC is not waiving its right of governmental immunity. MDC is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

J. Waiver of Attorney Fees. By executing this Agreement, **THE PARTIES AGREE TO WAIVE AND DO HEREBY WAIVE ANY CLAIM THEY HAVE OR MAY HAVE AGAINST THE OTHER PARTY REGARDING THE AWARD OF ATTORNEY FEES, WHICH ARE IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION, OR BREACH OF THIS AGREEMENT. THE PARTIES SPECIFICALLY AGREE THAT IF EITHER PARTY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY**

JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), THAT PARTY AGREES TO WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY FEES TO WHICH IT MIGHT OTHERWISE BE ENTITLED.

K. 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 shall be deemed to have occurred in Midland County, Texas.

L. Third-Party Beneficiary. MDC'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.

M. Governmental Function. MDC and MUSEUM hereby acknowledge and agree that the entirety of MDC's performance and obligations under this Agreement are governmental functions. By entering into this Agreement, MUSEUM releases MDC from any present or future claims asserting that MDC's performance or obligations under this Agreement are not governmental functions.

[Signature Pages Follow]

EXECUTED by the duly authorized officials of the Parties as of the day and year first above written.

MIDLAND DEVELOPMENT CORPORATION

By _____
Wesley Bownds, Chairman

ATTEST:

_____
Berry Simpson, Secretary

MUSEUM OF THE SOUTHWEST

By Lori Wesley

Name Lori Wesley

Title Executive Director

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

KRISTIN MICHELLE ROBERSON
Notary ID #131243938
My Commission Expires
August 14, 2021

BEFORE ME, the undersigned authority, on this day personally appeared Lori Wesley, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of the MUSEUM OF THE SOUTHWEST.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of June, 2021.

Kristin Michelle Roberson
Notary Public, State of Texas

Promotional Services to be Provided by Museum of the Southwest

1. Branding the City of Midland for the purpose of developing new and expanded business enterprises in website, brochure, and media materials.
2. Promoting the Museum of the Southwest as a cultural entity that immerses its visitors in experiences that will transform their universe and reveal new possibilities, inspiring exploration and interaction with the arts, science, history and culture.
3. Including references to the Midland Development Corporation's support for the Museum of the Southwest in media releases, including advertising, social media posts, television, and newspaper coverage where appropriate.
4. Including a description and logo for the Midland Development Corporation in the Museum of the Southwest's website and promotional materials.

Exhibit A

City Council Meeting

Item Number: 13

Meeting Date: June 22, 2021

To: City Council / City Manager

From: Tina Jauz, Director

Subject: RESOLUTION APPROVING AN AMENDMENT TO THAT CERTAIN WESTERN UNITED LIFE BUILDING TEMPORARY ROOF CONTRACT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND LYDICK-HOOKS ROOFING CO. (DISTRICT 2) (CITY MANAGER)

Purpose:

The Board of Directors of the Midland Development Corporation approved at a regular meeting on June 7, 2021, a resolution authorizing the execution of an amendment to that certain Western United Life Building Temporary Roof Contract between the Midland Development Corporation and Lydick-Hooks Roofing Co.

Recommended City Council Action:

Approve

Fiscal Impact:

$12,068.00

Discussion:

The amount added to the contract by amendment was $12,068.00, bringing the contract total to $138,983.00. This amount covers the costs of an additional month of leasing the construction elevator and perimeter fencing. These costs were incurred due to delays. As of has since been completed and all leased equipment, including the construction elevator, has been removed from the premises.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION APPROVING AN AMENDMENT TO THAT CERTAIN WESTERN UNITED LIFE BUILDING TEMPORARY ROOF CONTRACT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND LYDICK-HOOKS ROOFING CO.

WHEREAS, the City Council finds it to be in the public interest to approve an amendment to that certain Western United Life Building Temporary Roof Contract between the Midland Development Corporation and Lydick-Hooks Roofing Co.;

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

THAT the amendment to that certain Western United Life Building Temporary Roof Contract between the Midland Development Corporation and Lydick-Hooks Roofing Co., which is attached hereto as Exhibit A and incorporated herein for all purposes, is hereby approved.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

AMENDMENT TO THE WESTERN UNITED LIFE BUILDING TEMPORARY ROOF CONTRACT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND LYDICK-HOOKS ROOFING CO.

THIS AMENDMENT is made and effective June 23, 2021, by and between the Midland Development Corporation ("*MDC*"), a Type A corporation existing under the authority of Chapter 504 of the Texas Local Government Code, and Lydick-Hooks Roofing Co. ("*Company*").

WHEREAS, MDC and Company entered into that certain Western United Life Building Temporary Roof Contract dated December 22, 2020 (the "*Contract*"), which was approved by the Midland Development Corporation Board of Directors and the Midland City Council; and

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

WHEREAS, Company and MDC desire to make certain amendments to the Contract as set forth below;

WITNESSETH:

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

1) Section 1 of the Contract is hereby deleted in its entirety and replaced with the following:

   1. **Cost:** Total Proposal: $138,983.00

2) The Contract, inclusive of this Amendment, is hereby ratified and affirmed by Company and MDC, and the Contract shall in all respects remain in full force and effect in accordance with its provisions and as amended above.

[Signature Pages Follow]

Exhibit A

EXECUTED by the duly authorized officials as of the day and year first above written.

MIDLAND
DEVELOPMENT CORPORATION

Wesley Bownds, Chairman

ATTEST:

Berry Simpson, Secretary

LYDICK-HOOKS ROOFING CO.

By: _____

Name: Caleb Jones

Title: Estimator

STATE OF Texas §
§
COUNTY OF Midland §

BEFORE ME, the undersigned authority, on this 4 day of June, 2021, personally appeared, Caleb Jones of Lydick-Hooks Roofing, 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 entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4 day of June, 2021.

RACHEL FORGA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 11/13/24
NOTARY ID 132780930-1

Notary Public, State of Texas

AMENDMENT TO THE WESTERN UNITED LIFE BUILDING TEMPORARY ROOF CONTRACT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND LYDICK-HOOKS ROOFING CO.

THIS AMENDMENT is made and effective June 23, 2021, by and between the Midland Development Corporation ("*MDC*"), a Type A corporation existing under the authority of Chapter 504 of the Texas Local Government Code, and Lydick-Hooks Roofing Co. ("*Company*").

WHEREAS, MDC and Company entered into that certain Western United Life Building Temporary Roof Contract dated December 22, 2020 (the "*Contract*"), which was approved by the Midland Development Corporation Board of Directors and the Midland City Council; and

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

WHEREAS, Company and MDC desire to make certain amendments to the Contract as set forth below;

WITNESSETH:

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

1) Section 1 of the Contract is hereby deleted in its entirety and replaced with the following:

   1. **Cost:** Total Proposal: $138,983.00

2) The Contract, inclusive of this Amendment, is hereby ratified and affirmed by Company and MDC, and the Contract shall in all respects remain in full force and effect in accordance with its provisions and as amended above.

[Signature Pages Follow]

Exhibit A

EXECUTED by the duly authorized officials as of the day and year first above written.

MIDLAND
DEVELOPMENT CORPORATION

Wesley Bownds, Chairman

ATTEST:

Berry Simpson, Secretary

LYDICK-HOOKS ROOFING CO.

By: _____

Name: Caleb Jones

Title: Estimator

STATE OF Texas §
§
COUNTY OF Midland §

BEFORE ME, the undersigned authority, on this 4 day of June, 2021, personally appeared, Caleb Jones of Lydick-Hooks Roofing, 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 entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4 day of June, 2021.

RACHEL FORGA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 11/13/24
NOTARY ID 132780301

Notary Public, State of Texas

City Council Meeting

Item Number: 14

Meeting Date: June 22, 2021

To: City Council / City Manager

From: Tina Jauz, Director

Subject: RESOLUTION APPROVING THE MIDLAND DEVELOPMENT CORPORATIONS DESIGNATION OF THIRTY PERCENT (30%) OF SALES TAX REVENUES FOR AUTHORIZED INFRASTRUCTURE IMPROVEMENT PROJECTS PURSUANT TO TEXAS LOCAL GOVERNMENT CODE § 501.103 (DISTRICT: ALL) (CITY MANAGER)

Purpose:

The Board of Directors of the Midland Development Corporation approved at a regular meeting on June 7, 2021, a resolution authorizing the designation of thirty percent (30%) of Midland Development Corporation's sales tax revenues for authorized infrastructure improvement projects pursuant to Texas Local Government Code § 501.103.

Recommended City Council Action:

Approve

Fiscal Impact:

None

Discussion:

This designation is anticipated to earmark between $3M and $4.5M each fiscal year for infrastructure. This amount will be budgeted each fiscal year and each project will be approved individually by the MDC board and City Council. This designation will allow MDC staff and City staff to collaborate on long-term plans for critical infrastructure needs.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION APPROVING THE MIDLAND DEVELOPMENT CORPORATIONS DESIGNATION OF THIRTY PERCENT (30%) OF SALES TAX REVENUES FOR AUTHORIZED INFRASTRUCTURE IMPROVEMENT PROJECTS PURSUANT TO TEXAS LOCAL GOVERNMENT CODE § 501.103

WHEREAS, the Midland Development Corporation passed a resolution authorizing the designation of thirty percent (30%) of sales tax revenues for authorized infrastructure improvement projects pursuant to Texas Local Government Code § 501.103; and

WHEREAS, the City Council finds it to be in the public interest to approve the Midland Development Corporation's the designation of thirty percent (30%) of sales tax revenues for authorized infrastructure improvement projects pursuant to Texas Local Government Code § 501.103;

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

THAT the Midland Development Corporation's the designation of thirty percent (30%) of sales tax revenues for authorized infrastructure improvement projects pursuant to Texas Local Government Code § 501.103 is hereby approved.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

City Council Meeting

Item Number: 15

Meeting Date: June 22, 2021

To: City Council / City Manager

From: Joseph Marynak, Planner

Subject: **Motion approving a proposed Preliminary Plat of Tahoe Lakes Addition, Section 3, being a re-plat of Lot 2, Block 1, Tahoe Lakes Addition, Section 2 and a plat of a 57.55 acre tract of land located in the SW/4 of Section 1, Block 39, T-2-S, T&P RR Co. Survey, City and County of Midland, Texas (Generally located on the north side of Interstate 20, approximately 465 feet east of Lamesa Road) (DISTRICT 2) (DEVELOPMENT SERVICES)**

Purpose:

The applicant, Landgraf, Crutcher & Associates, is requesting to re-plat Lot 2, Block 1 Tahoe Lakes Addition Section 2 and plat a 57.55 acre tract of land located in Section 1, Block 39, T-2-S, T & P RR Co. Survey, City and County of Midland, Texas into thirty-seven (37) lots for a mixed use development.

Recommended City Council Action:

Approve

Fiscal Impact:

Processing this request does not require City funds.

Current Zoning:

MF-22, Multiple Family Dwelling District, in part; MF-16, Multiple Family Dwelling District, in part; MH, Manufactured Housing District, in part; and BP, I-20 Business Park, in part.

Discussion:

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 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

SURVEYOR: (Approved)

No comments.

ENGINEERING: (Approved with Conditions)

IMPACT FEES: Impact Fee statement okay as shown.

ROW: ROW okay as shown.

PAVING: Pave Latta Street to City of Midland standards along the platted frontage. I-20 Service Road is TxDOT ROW and will be maintained by them. All internal roadways to be private.

WATER: Construct all internal water mains to City of Midland Standards.

FIRE HYDRANTS: Required as needed to meet NFPA, IFC & City Fire Code; and/or comply with directives of City Fire Marshal. After January 1, 2019 - Fire hydrants shall be spaced no more than 400' apart, color coded rings shall be installed on the fire hydrant to indicate flow rate per NFPA (less than 500gpm RED, 500-999gpm YELLOW, 1000-1499gpm GREEN, Greater than 1500GPM BLUE)

PRO RATA: None.

SEWER: Construct all internal wastewater mains to City of Midland standards.

DRAINAGE: Drainage report required.

EASEMENTS: Show existing and proposed.

SIDEWALKS: required with building permit

DIMENSION: * * *

OTHER: * * *

TRANSPORTATION: (Approved)

TxDOT comments, “Access should be in accordance with current Access Management Standards which is 510’ for the posted speed of 50 or greater on a two-way frontage road. Will need to review the current IH 20 schematic to ensure it doesn’t conflict with the proposed ramp configuration. Post-development drainage/runoff should not be increased from pre-development conditions.”

No additions or changes to site access are approved with plat or zoning review. Driveways or other access points are approved only with construction drawing review.

FIRE: (Approved)

Future development shall meet all requirements of IFC 2015 ed. and local ordinances

CODE COMPLIANCE: (Approved with Conditions)

These are similar notes that were given around January 2021. There are two permitted wells to the south operated by Permian Deep Rock-a 500 ft. radius needs to be identified on the plat from the well locations. It appears the radius will clip the South end of this plat but unable to verify without the radius previously requested. The wells are the McClurg B#1 & A#1. LCA should be familiar with these wells and process from experience in this area. Any occupied residential/commercial building permits inside the 500 ft. radius would require a variance to the permitted well from the City Council. A variance would have to be presented to the City Council by the City Building Official. A letter of endorsement/support to approved distance from the Operator would be helpful but not required. Understand in the variance request process currently. But the 500 ft. radius needs to be identified and if variance is granted that will need to be included on the final plat.

PLANNING:

Update the legal description to read, “Tahoe Lakes Addition, Section 3, being a re-plat of Lot 2, Block 1, Tahoe Lakes Addition, Section 2 and a plat of a 57.55 acre tract of land located in the SW/4 of Section 1, Block 39, T-2-S, T&P RR Co. Survey, City and County of Midland, Texas.”

This plat is over 25-acres and meets the conditions in Section 11-2-3 (D) 11 of the Subdivision Ordinance of the City of Midland Code; therefore, this plat requires City Council approval.

Provide a section for the plat recordation information.

Change note 6 in the ‘General Notes” section to say the following:

"Approval of a site plan by the City of Midland may be required before these lot(s) may be developed and before a building permit may be obtained."

This property is in the zone change process to change the zoning classification from MF-22, Multiple Family Dwelling District, in part; MF-16, Multiple Family Dwelling District, in part; MH,

Manufactured Housing District, in part; and BP, I-20 Business Park District, in part, to PD, Planned Development District.

Several lots throughout the subdivision do not meet the minimum depth requirements of our Zoning Ordinance. Approval of the zone change to PD, Planned Development District is required prior to approval of a final plat.

This preliminary plat was recommended for approval at the June 7, 2021 Planning and Zoning Commission meeting.

Staff recommends approval of the preliminary plat of Tahoe Lakes Addition, Section 3 subject to conditions A through D.

Conditions:

A. That a drainage study is approved.

B. That all public improvements above are addressed.

C. That the technical items listed above are addressed.

D. All plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filling for recording with the County Clerk of Midland County, Texas.

Attachments:

Proposed Preliminary Plat
Proposed Regulating Plan and Development Standards
Application
Maps

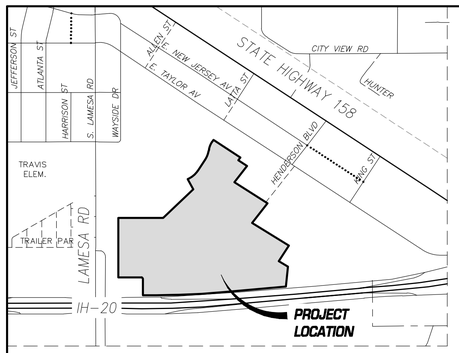
Robert Patrick

City Manager's Office

PRELIMINARY PLAT

TAHOE LAKES ADDITION, SECTION 3

BEING A RE-PLAT OF LOT 1, BLOCK 1, TAHOE LAKES ADDITION, SECTION 2
DESCRIBED IN CABINET M, PAGE 73, OF THE MIDLAND COUNTY PLAT RECORDS
AND 57.55 ACRE TRACT LOCATED IN SECTION 1, BLOCK 39, T-2-S, T&P RR CO. SURVEY
CITY AND COUNTY OF MIDLAND, TEXAS



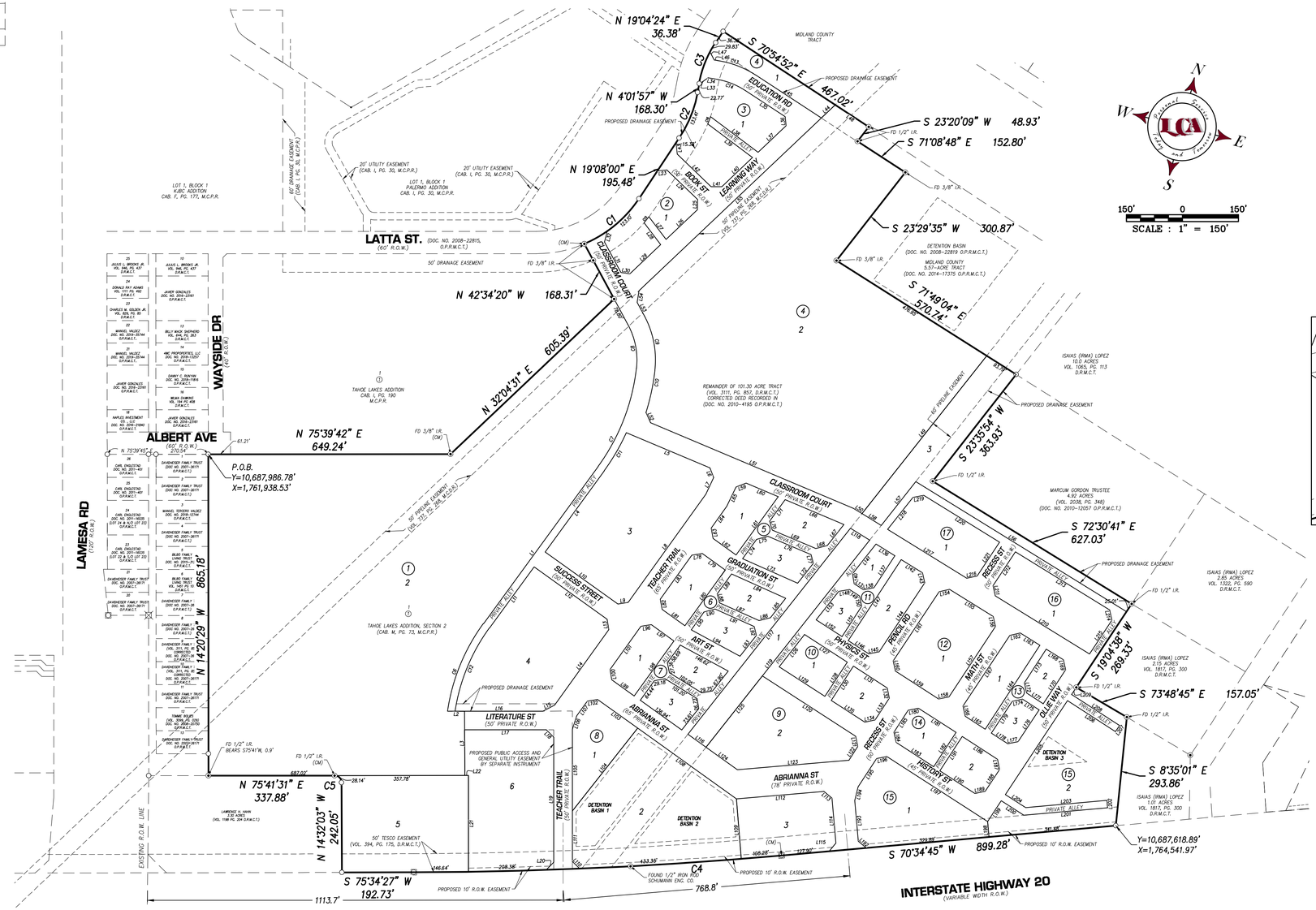
VICINITY MAP

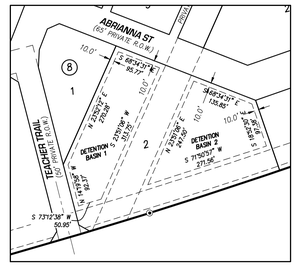
SCALE: N.T.S.

LEGEND

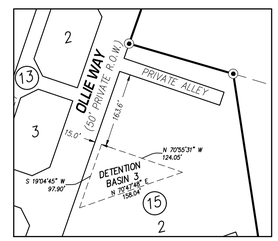
- ⊙ FOUND 1/2" I.R. W/CAP MARKED "LCA ODESSA TX" UNLESS OTHERWISE NOTED
- ○ SET 1/2" I.R. W/CAP MARKED "LCA ODESSA TX"
- ▢ TXDOT R.O.W. MONUMENT
- ⊠ BROKEN TXDOT R.O.W. MONUMENT
- (CM) CONTROL MONUMENT
- ó PC OR PT

CURVE TABLE					
Curve #	DELTA	RADIUS	LENGTH	CD. BEARING	CD. DIST.
C1	33°32'14"	330.00'	193.16'	N 35°54'07" E	190.41'
C2	23°09'45"	330.00'	133.40'	N 07°33'08" E	132.50'
C3	23°10'30"	295.00'	119.32'	N 07°33'31" E	118.51'
C4	4°59'56"	11,309.20'	986.68'	S 73°03'27" W	986.37'
C5	89°59'12"	18.61'	29.23'	N 59°31'38" W	26.32'
C6	27°47'11"	530.00'	257.03'	S 07°47'45" W	254.52'
C7	29°32'19"	556.30'	286.80'	S 06°55'11" W	283.63'
C8	34°43'22"	200.00'	121.21'	S 25°12'39" E	119.36'
C9	34°43'22"	250.00'	151.51'	S 25°12'39" E	149.20'
C10	11°01'51"	606.30'	116.73'	S 02°20'03" E	116.55'
C11	11°49'53"	576.30'	119.01'	N 15°46'24" E	118.79'
C12	27°27'34"	510.00'	244.42'	N 07°57'33" E	242.09'
C13	25°01'57"	250.00'	109.22'	S 83°25'50" E	108.36'
C14	25°01'57"	200.00'	87.38'	S 83°25'50" E	86.69'
C15	3°06'37"	380.00'	20.63'	S 24°37'06" W	20.63'
C16	3°08'33"	380.00'	20.84'	S 06°20'37" W	20.84'





DETENTION BASIN 1 & 2 DETAIL



DETENTION BASIN 3 DETAIL

TAHOE LAKES ADDITION, SECTION 3

SHEET 01 OF 02

ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING
521 North Texas, Odessa Tx. 79761 F-001363 F-10034300
Phone # (432) 332-5058 E-Mail : lca@lcaodessa.com

ENG. _____ E.T. _____
SVY. _____ DFT. _____
LCA JOB No. 2021-001

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 21°41'20" W	522.76'
L2	N 75°37'36" E	45.07'
L3	S 14°33'25" E	173.12'
L4	N 21°41'20" E	269.67'
L5	S 81°19'42" E	243.04'
L6	S 35°12'13" E	27.72'
L7	S 10°55'16" W	49.35'
L8	S 21°11'21" W	357.75'
L9	S 66°18'21" W	28.23'
L10	N 68°34'40" W	240.29'
L11	N 21°41'20" E	203.09'
L12	S 68°34'40" E	240.73'
L13	S 23°41'39" E	28.34'
L14	S 21°11'21" W	249.63'
L15	S 48°24'29" W	35.57'
L16	S 75°37'36" W	234.57'
L17	N 75°37'36" E	218.69'
L18	S 59°21'12" E	28.27'
L19	S 14°20'00" E	336.81'
L20	S 29°41'14" W	28.76'
L21	N 14°20'12" W	259.23'
L22	S 75°38'03" W	9.72'
L23	N 69°23'54" E	25.57'
L24	S 60°20'12" E	114.19'
L25	S 14°07'51" E	27.68'
L26	S 32°04'31" W	116.25'
L27	N 51°13'37" W	76.42'
L28	S 51°13'37" E	73.72'
L29	S 32°04'31" W	113.77'
L30	S 84°45'05" W	24.25'
L31	N 42°34'20" W	93.05'
L32	N 00°09'53" W	29.53'
L33	N 40°51'00" E	29.16'
L34	N 84°03'11" E	18.77'
L35	S 70°54'52" E	128.09'
L36	S 19°25'11" E	24.90'
L37	S 32°04'31" W	103.46'
L38	N 67°20'12" E	159.46'
L39	S 67°20'12" E	150.29'
L40	S 32°04'31" W	113.71'
L41	S 75°52'09" W	28.87'
L42	N 60°20'12" W	125.59'
L43	N 20°36'06" W	30.76'
L44	N 32°04'31" E	51.31'
L45	S 70°54'52" E	210.94'
L46	N 84°03'11" E	9.53'
L47	S 42°16'06" E	23.69'
L48	N 70°54'52" W	107.85'
L49	N 23°51'06" E	540.33'
L50	S 72°30'41" E	26.97'
L51	S 81°19'42" E	590.60'
L52	S 38°36'04" E	29.38'
L53	S 42°34'20" E	41.41'
L54	S 05°14'55" E	31.81'
L55	S 32°04'31" W	725.54'
L56	N 72°30'41" W	664.29'
L57	S 23°51'06" W	149.92'
L58	N 72°30'41" W	60.37'
L59	S 54°47'47" W	28.83'
L60	N 81°19'42" W	93.48'
L61	N 21°25'29" E	192.98'
L62	S 68°35'00" E	76.13'
L63	S 23°41'49" E	28.34'
L64	S 21°11'21" W	71.50'
L65	S 10°55'16" W	57.75'
L66	N 81°19'42" W	170.94'
L67	N 23°51'06" E	72.22'
L68	N 61°15'42" E	31.77'
L69	S 81°19'42" E	126.94'
L70	S 29°57'07" E	24.97'
L71	S 21°25'29" W	71.25'
L72	N 23°51'06" E	68.11'
L73	S 80°05'56" E	161.46'
L74	S 21°25'29" W	63.64'
L75	S 60°02'53" W	31.25'

LINE TABLE		
LINE #	BEARING	DISTANCE
L76	N 81°19'42" W	126.04'
L77	N 28°44'18" W	24.30'
L78	S 66°18'11" W	28.23'
L79	N 68°35'00" W	75.93'
L80	N 21°25'29" E	185.08'
L81	S 68°32'37" E	75.17'
L82	S 23°40'38" E	28.35'
L83	S 21°11'21" W	145.01'
L84	N 80°05'56" W	159.24'
L85	N 23°51'06" E	66.55'
L86	N 61°52'35" E	31.51'
L87	S 80°05'56" E	115.50'
L88	S 29°20'14" E	25.30'
L89	S 21°25'29" W	65.73'
L90	S 60°39'46" W	30.98'
L91	N 80°05'56" W	114.61'
L92	N 28°07'25" W	24.64'
L93	N 23°51'06" E	71.26'
L94	S 75°44'09" E	148.78'
L95	S 21°25'29" W	58.84'
L96	N 66°18'22" E	28.22'
L97	S 68°32'37" E	74.96'
L98	S 21°25'29" W	182.38'
L99	N 68°34'31" W	74.21'
L100	N 23°41'35" W	28.34'
L101	N 21°11'21" E	142.44'
L102	N 66°18'25" E	28.23'
L103	S 68°34'31" E	132.36'
L104	S 23°52'12" W	283.32'
L105	S 14°19'58" E	219.43'
L106	N 03°25'42" E	38.09'
L107	N 21°11'21" E	48.77'
L108	N 68°34'31" W	325.90'
L109	N 18°52'30" W	162.01'
L110	S 60°29'24" E	27.71'
L111	S 14°19'58" E	136.28'
L112	N 70°47'40" E	235.26'
L113	S 64°12'09" E	28.28'
L114	S 19°11'58" E	121.52'
L115	S 25°41'24" W	28.34'
L116	N 68°34'31" W	60.05'
L117	N 23°51'06" E	705.12'
L118	S 72°30'41" E	60.37'
L119	S 23°51'06" W	709.27'
L120	N 71°17'20" W	297.88'
L121	N 26°17'57" W	28.29'
L122	N 18°41'25" E	44.06'
L123	N 70°47'40" E	299.96'
L124	S 68°34'31" E	103.28'
L125	S 23°51'06" W	244.48'
L126	N 23°51'06" E	110.44'
L127	S 71°17'20" E	136.34'
L128	S 18°41'52" W	110.00'
L129	N 71°17'20" W	146.26'
L130	N 18°41'52" E	110.00'
L131	S 71°17'20" E	107.50'
L132	S 26°17'44" E	28.29'
L133	S 18°41'52" W	70.00'
L134	S 63°42'16" W	28.28'
L135	N 71°17'20" W	107.50'
L136	N 72°30'41" W	59.27'
L137	N 18°42'06" E	102.53'
L138	N 63°42'06" E	28.28'
L139	S 71°17'54" E	30.18'
L140	S 23°43'24" E	26.98'
L141	S 23°51'06" W	101.77'
L142	N 72°30'41" W	67.37'
L143	N 26°43'01" W	27.89'
L144	N 19°04'38" E	221.90'
L145	N 63°53'35" E	28.38'
L146	S 71°17'28" E	65.63'
L147	S 18°42'06" W	260.04'
L148	S 66°16'36" W	29.53'
L149	N 71°17'54" W	31.99'
L150	N 26°17'54" W	28.28'

LINE TABLE		
LINE #	BEARING	DISTANCE
L151	N 18°42'06" E	97.08'
L152	S 71°17'28" E	82.54'
L153	S 23°51'06" W	97.55'
L154	S 63°16'59" W	28.67'
L155	N 72°30'41" W	138.07'
L156	N 26°43'01" W	27.89'
L157	N 19°04'38" E	226.65'
L158	N 63°53'35" E	28.38'
L159	S 71°17'28" E	138.00'
L160	S 26°06'25" E	28.19'
L161	S 19°04'38" W	222.86'
L162	S 63°16'59" W	28.67'
L163	N 72°30'41" W	62.15'
L164	N 18°42'06" E	269.36'
L165	S 71°17'28" E	63.88'
L166	S 26°06'25" E	28.19'
L167	S 19°04'38" W	227.61'
L168	N 72°30'41" W	53.92'
L169	N 26°43'01" W	27.89'
L170	N 19°04'38" E	109.23'
L171	S 71°17'54" E	53.05'
L172	S 26°17'54" E	28.28'
L173	S 18°42'06" W	107.66'
L174	S 63°42'06" W	28.28'
L175	N 71°17'54" W	52.92'
L176	N 19°04'38" E	102.14'
L177	N 63°53'35" E	28.38'
L178	S 71°17'28" E	52.12'
L179	S 18°42'06" W	102.12'
L180	S 63°41'29" W	28.28'
L181	N 71°18'34" W	119.97'
L182	N 18°41'29" E	110.03'
L183	S 71°17'20" E	119.97'
L184	S 26°17'54" E	28.29'
L185	S 18°41'32" W	69.97'
L186	N 71°18'36" W	112.56'
L187	N 26°07'02" W	28.19'
L188	N 19°04'33" E	70.03'
L189	N 63°53'36" E	28.37'
L190	S 71°17'20" E	111.82'
L191	S 18°41'31" W	109.98'
L192	S 64°18'44" E	28.23'
L193	S 19°12'12" E	109.82'
L194	S 00°15'24" E	37.83'
L195	S 18°41'25" W	90.73'
L196	S 63°42'02" W	28.28'
L197	N 71°17'20" W	321.52'
L198	N 19°25'15" W	41.80'
L199	N 19°04'38" E	67.02'
L200	S 71°17'54" E	71.68'
L201	N 70°34'45" E	225.48'
L202	N 19°25'15" W	20.00'
L203	S 70°34'45" W	218.57'
L204	N 71°17'54" W	64.64'
L205	N 19°04'38" E	302.51'
L206	S 71°17'54" E	153.19'
L207	N 18°42'06" E	20.00'
L208	N 71°17'54" W	153.06'
L209	N 19°04'38" E	22.69'
L210	S 72°30'41" E	297.12'
L211	S 26°43'01" E	27.89'
L212	S 19°04'38" W	109.05'
L213	N 72°30'41" W	297.12'
L214	N 26°43'01" W	27.89'
L215	N 19°04'38" E	109.05'
L216	N 63°16'59" E	28.67'
L217	S 72°30'41" E	249.50'
L218	S 23°51'06" W	109.80'
L219	S 65°40'13" W	29.81'
L220	N 72°30'41" W	238.69'
L221	N 19°04'38" E	109.05'

PRELIMINARY PLAT

TAHOE LAKES ADDITION, SECTION 3

BEING A RE-PLAT OF LOT 1, BLOCK 1, TAHOE LAKES ADDITION, SECTION 2 DESCRIBED IN CABINET M, PAGE 73, OF THE MIDLAND COUNTY PLAT RECORDS AND 57.55 ACRE TRACT LOCATED IN SECTION 1, BLOCK 39, T-2-S, T&P RR CO. SURVEY CITY AND COUNTY OF MIDLAND, TEXAS

§ STATE OF TEXAS
§ COUNTY OF MIDLAND

BEING ALL OF LOT 1 BLOCK 2, TAHOE LAKES ADDITION, SECTION 2 AS DESCRIBED IN CABINET M PAGE 73 OF THE MIDLAND COUNTY PLAT RECORDS AND A 57.22-ACRE REMAINDER OF THAT CERTAIN 75.62-ACRE TRACT AS DESCRIBED IN DOCUMENT NO. 2020-247344195 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS AND ALSO A 0.39-ACRE PORTION OF THE ALLEYS AND STREET LOCATED IN THAT CERTAIN CAROL CREST ADDITION, AN UNRECORDED SUBDIVISION PLAT, ALL IN SECTION 1 BLOCK 39, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT (Y=10,687,919.78' & X= 1,761,676.41') A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT) AT THE SOUTHEAST CORNER OF LAMESA ROAD AND ALBERT AVENUE AS DESCRIBED ON THAT CERTAIN PLAT OF TAHOE LAKES ADDITION, AS RECORDED IN CABINET I, PAGE 190 OF THE MIDLAND COUNTY PLAT RECORDS AND ALSO BEING THE NORTHWEST CORNER OF THAT CERTAIN 0.16-ACRE TRACT, ALSO KNOWN AS (AKA) LOT 26, BLOCK 7 OF SAID CAROL CREST ADDITION, AN UNRECORDED SUBDIVISION, AS DESCRIBED IN DOCUMENT NO. 2011-401 OF SAID OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS,:

THENCE NORTH 75°39'45" EAST WITH THE NORTH LINE OF SAID AKA LOT 26 AND THE NORTH LINE OF LOT 1 OF BLOCK 7 OF SAID CAROL CREST ADDITION, AN UNRECORDED SUBDIVISION, AND THE SOUTH RIGHT-OF-WAY LINE OF SAID ALBERT AVENUE A DISTANCE OF 270.54 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT)(Y= 10,687,986.75' & X= 1,761,938.53') ON THE EAST LINE OF SAID CAROL CREST ADDITION, AN UNRECORDED SUBDIVISION, AND THE SOUTH RIGHT-OF-WAY OF SAID ALBERT AVENUE AND THE NORTHWEST CORNER OF LOT 1, BLOCK 2 TAHOE LAKES ADDITION, SECTION 2 AS DESCRIBED IN CABINET M PAGE 73 OF THE MIDLAND COUNTY PLAT RECORDS AND BEING THE POINT OF THE BEGINNING OF THIS SURVEY;

THENCE NORTH 75°39'45" EAST WITH THE NORTH LINE OF SAID LOT 1 BLOCK 2, PASS THE SOUTHEAST CORNER OF SAID ALBERT AVENUE AND THE SOUTHWEST CORNER OF LOT 1, BLOCK 1 OF SAID TAHOE LAKES ADDITION AT 61.21 FEET, CONTINUING WITH THE SOUTH LINE OF SAID LOT 1, A TOTAL DISTANCE OF 649.24 FEET TO A 3/8" IRON ROD (CONTROL MONUMENT) FOUND AT A POINT OF DEFLECTION OF THIS SURVEY;

THENCE NORTH 32°04'31" EAST WITH THE SOUTHERN LINE OF SAID LOT 1 AND THE NORTHERN LINE OF SAID LOT 1 BLOCK 2, A DISTANCE OF 605.39 FEET TO A 3/8" IRON ROD FOUND AT THE EASTERNMOST SOUTHEAST CORNER OF SAID LOT 1 AND A POINT OF DEFLECTION OF THIS SURVEY;

THENCE NORTH 42°34'20" WEST WITH THE EAST LINE OF SAID LOT 1, A DISTANCE OF 168.30 FEET TO A 3/8" IRON ROD (CONTROL MONUMENT) FOUND AT THE NORTHEAST CORNER OF SAID LOT 1 ON THE CURVED SOUTH RIGHT-OF-WAY LINE OF LATTA STREET AS DESCRIBED IN DOCUMENT NO. 2008-22815 OF SAID OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS HAVING A RADIAL BEARING OF NORTH 37°19'47" WEST;

THENCE ALONG SAID CURVE TO THE LEFT IN A NORTHEASTERLY DIRECTION, HAVING A RADIUS LENGTH OF 330.00 FEET, A DELTA ANGLE OF 33°32'14", AN ARC LENGTH OF 193.16 FEET, A CHORD LENGTH OF 190.41 FEET BEARING NORTH 35°54'07" EAST TO A ½" IRON ROD WITH PLASTIC CAP MARKED "LCA ODESSA TX" FOUND AT THE POINT OF TANGENCY;

THENCE NORTH 19°08'00" EAST WITH THE SOUTH RIGHT-OF-WAY OF SAID LATTA STREET, A DISTANCE OF 195.48 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" FOUND AT A POINT OF CURVATURE OF A CURVE TO THE LEFT;

THENCE ALONG SAID CURVE TO THE LEFT IN A NORTHEASTERLY DIRECTION, HAVING A RADIUS LENGTH OF 330.00 FEET, A DELTA ANGLE OF 23°09'44", AN ARC LENGTH OF 133.40 FEET, A CHORD LENGTH OF 132.50 FEET BEARING NORTH 07°33'08" EAST TO A ½" IRON ROD WITH PLASTIC CAP MARKED "LCA ODESSA TX" FOUND FOR THE POINT OF TANGENCY;

THENCE NORTH 04°01'57" WEST WITH THE EASTERN RIGHT-OF-WAY OF SAID LATTA STREET, A DISTANCE OF 24.19 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" FOUND AT THE POINT OF CURVATURE OF A CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE TO THE RIGHT IN A NORTHEASTERLY DIRECTION, HAVING A RADIUS LENGTH OF 295.00 FEET, A DELTA ANGLE OF 23°10'32", AN ARC LENGTH OF 119.32 FEET, A CHORD LENGTH OF 118.51 FEET BEARING NORTH 07°33'31" EAST TO A ½" IRON ROD WITH PLASTIC CAP MARKED "LCA ODESSA TX" FOUND FOR THE POINT OF TANGENCY;

THENCE NORTH 19°04'24" EAST WITH THE EAST RIGHT-OF-WAY OF SAID LATTA STREET, A DISTANCE OF 36.38 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX SET AT THE WEST CORNER OF THAT CERTAIN 7.53-ACRE TRACT CURRENTLY IN THE NAME OF MIDLAND COUNTY ON THE EAST RIGHT-OF-WAY LINE OF SAID LATTA STREET, WHENCE A 3/8" IRON ROD (CONTROL MONUMENT) FOUND AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF SAID LATTA STREET AND THE SOUTHERN RIGHT-OF-WAY OF E. TAYLOR AVENUE BEARS NORTH 19°03'10" EAST, A DISTANCE OF 300.00 FEET;

THENCE SOUTH 70°54'52" EAST WITH THE SOUTHERN LINE OF SAID 7.53-ACRE TRACT, A DISTANCE OF 467.02 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" FOUND AT AN ELL CORNER OF THIS SURVEY AND THE NORTHERNMOST CORNER OF THAT CERTAIN 5.57-ACRE TRACT AS DESCRIBED IN DOCUMENT NO. 2014-17375 OF SAID OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY TEXAS;

THENCE SOUTH 23°20'09" WEST WITH A WEST LINE OF SAID 5.57-ACRE TRACT, A DISTANCE OF 48.93 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" FOUND AT A POINT OF DEFLECTION OF THIS SURVEY;

THENCE SOUTH 71°08'48" EAST WITH A SOUTH LINE OF SAID 5.57-ACRE TRACT, A DISTANCE OF 152.80 FEET TO A 3/8" IRON ROD (CONTROL MONUMENT) FOUND AT A POINT OF DEFLECTION OF THIS SURVEY;

THENCE SOUTH 23°29'35" WEST WITH A WEST LINE OF SAID 5.57-ACRE TRACT, A DISTANCE OF 300.87 FEET TO A 3/8" IRON ROD FOUND AT THE SOUTHERNMOST WEST CORNER OF SAID 5.57-ACRE TRACT AND AN ELL CORNER OF THIS SURVEY;

THENCE SOUTH 71°49'04" EAST WITH THE SOUTHERN LINE OF SAID 5.57-ACRE TRACT, A DISTANCE OF 570.74 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" FOUND AT THE NORTH CORNER OF THAT CERTAIN 4.92-ACRE TRACT AS DESCRIBED IN DOCUMENT NO. 2010-12057 OF SAID OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY TEXAS AND A POINT OF DEFLECTION OF THIS SURVEY;

THENCE SOUTH 23°35'54" WEST WITH THE WESTERN LINE OF SAID 4.92-ACRE TRACT, A DISTANCE OF 363.93 FEET TO A ½" IRON ROD (CONTROL MONUMENT) FOUND AT THE WEST CORNER OF SAID 4.92-ACRE TRACT AND AN ELL CORNER OF THIS SURVEY;

THENCE SOUTH 72°30'41" EAST, WITH THE SOUTH LINE OF SAID 4.92-ACRE TRACT, A DISTANCE OF 627.03 FEET TO A ½" IRON ROD FOUND AT THE SOUTH CORNER OF SAID 4.92-ACRE TRACT, THE NORTH CORNER OF THAT CERTAIN 2.15-ACRE TRACT AS DESCRIBED IN VOLUME 1817 PAGE 300 OF THE DEED RECORDS OF MIDLAND COUNTY TEXAS AND AN ELL CORNER OF THIS SURVEY;

THENCE SOUTH 19°04'38" WEST WITH THE WESTERN LINE OF SAID 2.15-ACRE TRACT, A DISTANCE OF 269.33 FEET TO A ½" IRON ROD FOUND AT THE WEST CORNER OF SAID 2.15-ACRE TRACT AND AN ELL CORNER OF THIS SURVEY;

THENCE SOUTH 73°48'45" EAST WITH THE SOUTHERN LINE OF SAID 2.15-ACRE TRACT, A DISTANCE OF 157.05 FEET TO A ½" IRON ROD FOUND AT THE WEST CORNER OF THAT CERTAIN 1.01-ACRE TRACT AS DESCRIBED IN SAID VOLUME 1817 PAGE 300 OF SAID MIDLAND COUNTY DEED RECORDS FOR AN ELL CORNER OF THIS SURVEY;

THENCE SOUTH 08°35'01" EAST WITH THE WESTERN LINE OF SAID 1.01-ACRE TRACT, A DISTANCE OF 293.86 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT THE SOUTHWEST CORNER OF SAID 1.01-ACRE TRACT ON THE NORTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 20FOR THE EASTERNMOST SOUTHEAST CORNER OF THIS SURVEY;

THENCE SOUTH70°34'45" WEST WITH THE NORTH RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY 20, A DISTANCE OF 899.28 FEET TO A TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) CONCRETE MONUMENT WITH A BRASS DISK (CONTROL MONUMENT) FOR THE POINT OF CURVATURE OF A CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE TO THE RIGHT IN A SOUTHWESTERLY DIRECTION, HAVING A RADIUS LENGTH OF 11,309.20 FEET, A DELTA ANGLE OF 04°59'56", AN ARC LENGTH OF 986.68 FEET, A CHORD LENGTH OF 986.37 FEET BEARING SOUTH 73°03'27" WEST TO A TXDOT CONCRETE MONUMENT WITH BRASS DISK AT THE POINT OF TANGENCY;

THENCE SOUTH 75°34'27" WEST WITH THE NORTH RIGHT-OF-WAY OF SAID INTERSTATE HIGHWAY 20, A DISTANCE OF 192.73 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT THE SOUTHEAST CORNER OF THAT CERTAIN 3.30-ACRE TRACT AS DESCRIBED IN VOLUME 1198 PAGE 204 OF SAID MIDLAND COUNTY DEED RECORDS FOR THE WESTERNMOST SOUTHWEST CORNER OF THIS SURVEY;

THENCE NORTH 14°32'03" WEST WITH THE EAST LINE OF SAID 3.30-ACRE TRACT, A DISTANCE OF 242.05 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" FOUND AT A POINT OF CURVATURE;

THENCE ALONG SAID CURVE TO THE LEFT IN A NORTHWESTERLY DIRECTION, HAVING A RADIUS LENGTH OF 18.61 FEET, A DELTA ANGLE OF 89°59'12", AN ARC LENGTH OF 29.23 FEET, A CHORD LENGTH OF 26.32 FEET BEARING NORTH 59°31'38" WEST TO A ½" IRON ROD (CONTROL MONUMENT) FOUND AT THE POINT OF TANGENCY ON THE SOUTH LINE OF SAID LOT 1 BLOCK 2;

THENCE SOUTH 75°41'31" WEST WITH THE NORTH LINE OF SAID 3.30-ACRE TRACT AND THE SOUTH LINE OF SAID LOT 1 BLOCK 2, A DISTANCE OF 337.88 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX FOUND AT THE SOUTHERNMOST SOUTHWEST CORNER OF THE REMAINDER OF SAID 101.49-ACRE TRACT AND IN THE SOUTH LINE OF A PROPOSED STREET ON THE SAID CAROL CREST ADDITION, AN UNRECORDED SUBDIVISION, WHENCE A ½" IRON ROD BEARS SOUTH 75°41' WEST, A DISTANCE OF 0.9 FEET;

THENCE NORTH 14°20'29" WEST WITH THE EAST LINE OF LOTS 13 THRU 1, BLOCK 7 OF SAID CAROL CREST ADDITION, AN UNRECORDED SUBDIVISION, AND THE WEST LINE OF SAID LOT 1 BLOCK 2, A DISTANCE OF 865.18 FEET TO THE POINT OF THE BEGINNING CONTAINING 75.62 SURFACE ACRES.

BEARINGS, DISTANCES AND COORDINATES ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM, 1983 NAD, CENTRAL ZONE, BASED ON THE CITY OF MIDLAND GPS CONTROL MONUMENT "LAM 20" (Y=10,686,841.66' AND X=1,761,908.42", ELEVATION = 2775.01 NAVD 29) WITH A THETA ANGLE OF -00°53'17" WITH A COMBINED GRID FACTOR OF 0.999893673 AS PUBLISHED IN US SURVEY FEET.

GENERAL NOTES

1. Bearing, distances and coordinates are relative to the Texas Coordinate System, 1983 NAD, Central Zone, Based on the City of Midland GPS Control Monument "LAM 20" (Y=10,686,841.66' and X=1,761,908.42', Elevation = 2775.01 NAVD 29) with a Theta Angle of -00°53'17" with a Combined Grid Factor of 0.999893673 as published in US Survey Feet. Elevations are NAVD 29.
2. This property lies in Zone X per the FEMA/FIRM map number 48329C0206F, dated September 16, 2005.
3. 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 in fees may not be assessed against the tract unless the tract unless the number of service units to be developed on the tract increases.
4. "Comply with the existing drainage analysis titled XXXXXXXXXX, sealed by XXXXXXXX, P.E., and approved by the City of Midland on XXXXXXXXXX, or any revisions, corrections, amendments, or replacements of this drainage analysis that are approved by the City of Midland."
5. Selling a portion of this addition by metes and bounds may be a violation of city ordinance and state law subject to fines and withholding of utilities and building permits.
6. Approval of the Zoning regulation plan by the City of Midland may be required before these lot(s) may be developed and before a building permit may be obtained.

CERTIFICATE OF APPROVAL

For approval by the Commission:

This is to certify that the above and foregoing Plat of Tahoe Lakes 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 _____, 2021.

SIGNED: _____
CHAIRMAN OF PLANNING & ZONING
REGGIE LAWRENCE

SIGNED: _____
SECRETARY OF PLANNING & ZONING
CRISTINA ODENBORG BURNS

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That I, Mickey McNamara, do hereby adopt this plat designating the herein described property as Tahoe Lakes Addition, Section 3, and do hereby dedicate to the public use forever the streets, alley and easements shown thereon for the purpose and consideration therein expressed, and an easement of egress and ingress for trash collection, and location and maintenance of trash containers, and as a condition of said easement that no construction shall commence on the sad lot or lots until the exact location of said containers there with have been selected and approved by the Director of Utilities.

WITNESS our hands at Midland, Texas this the _____ day of _____ 2021.

_____
ZEKELMAN PROPERTY, LLC
Mickey McNamara, President

THE STATE OF ILLINOIS
COUNTY OF COOK

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Mickey McNamara known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____ 2021.

My commission expires: _____

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

SURVEYOR'S CERTIFICATE
KNOW ALL MEN BY THESE PRESENTS:

That I, John F. Landgraf, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this plat was prepared from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Midland, Texas.

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED FOR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

JOHN F. LANDGRAF, R.P.L.S. # 2410

OWNER: ZEKELMAN PROPERTY, LLC
277 W. MONROE ST. SUITE 2600
CHICAGO, IL 60606
312-275-1600

ENGINEER: LCA
521 NORTH TEXAS
ODESSA, TEXAS 79761-5131
PHONE: (432) 332-5058

THE UTILITY COMPANIES CERTIFICATE

This plat has been checked for accessibility of utilities

_____ ATMOS ENERGY

_____ AT&T TELEPHONE COMPANY

_____ ONCOR ELECTRIC

_____ SUDDENLINK COMMUNICATIONS

_____ GRANDE COMMUNICATIONS

ENG. _____ E.T. _____
SVY. _____ DFT. _____
LCA JOB No. 2021-003

TAHOE LAKES ADDITION, SECTION 3

SHEET 02 OF 02

ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING
521 North Texas, Odessa Tx. 79761 F-001363 F-10034300
Phone # (432) 332-5058 E-Mail : lca@lcaodessa.com

LCA Job # 21-001

MIDLAND Planning Division

Preliminary Plat Application

Project Number: SUB-21-0020

Case Number: P-21-1099

Proposed Subdivision Plat Name: Tahoe Lakes Addition Section 3

Legal Description (attached sealed Metes and Bounds): Being a Relat of Lot 1, Block 1 Tahoe Lakes Addition, Section 2 described in Cabinet M, page 73, of the Midland County plat records and a 57.55 acre tract located in Section 1, Block 39, T-2-S, T&P RR Co. Survey City and County of Midland, Texas.

Property Owner			
Printed Name: Zekelman Property, LLC			Phone (734) 582-2650 Email brandon.ryckman@zekelman.com
Address 227 W. Monroe Suite 2600	City Chicago	State IL	Zip 60606

Developer *(if different than Owner)*			
Printed Name: Land Design Studio Attn: Gary Bellomy			Phone ( ) Email garyb@landdesignstudio.com
Address 3307 Northland Drive, Suite 240	City Austin	State TX	Zip 79761

Representative *(if acting as Agent, see affidavit on page 2)*			
Firm: Landgraf, Crutcher & Associates Printed Name: LCA			Phone (432) 332-5058 Email lca@lcaodessa.com
Address 521 N. Texas Avenue	City Odessa	State TX	Zip 79761

Current Zoning: MH, MF-16, MF-22 / Proposed zone change to PD

Reason for Platting: mixed use project. Future building permits will be required.

Plat Information	Total Acreage: 75.95
Type: ☒ Single-Family Residential ☒ Multi-Family Residential ☒ Commercial ☐ Extraterritorial Jurisdiction (ETJ)	
Number of Residential Lots: See site plan	Number of Multi-Family Dwelling Units: See site plan

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:

Property Owner (printed) : _____

The Preliminary Plat shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Subdivision Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared George E. Thornley who, being by me duly sworn, upon oath says: That (s)he is authorized by Zekelman Property, LLC, 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.

George E. Thornley
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 21st day of May, 20 21, to certify which witness my hand and seal of office.

Melanie Martinez
My Commission Expires
12/09/2022
ID No. 130046270

Melanie Martinez
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

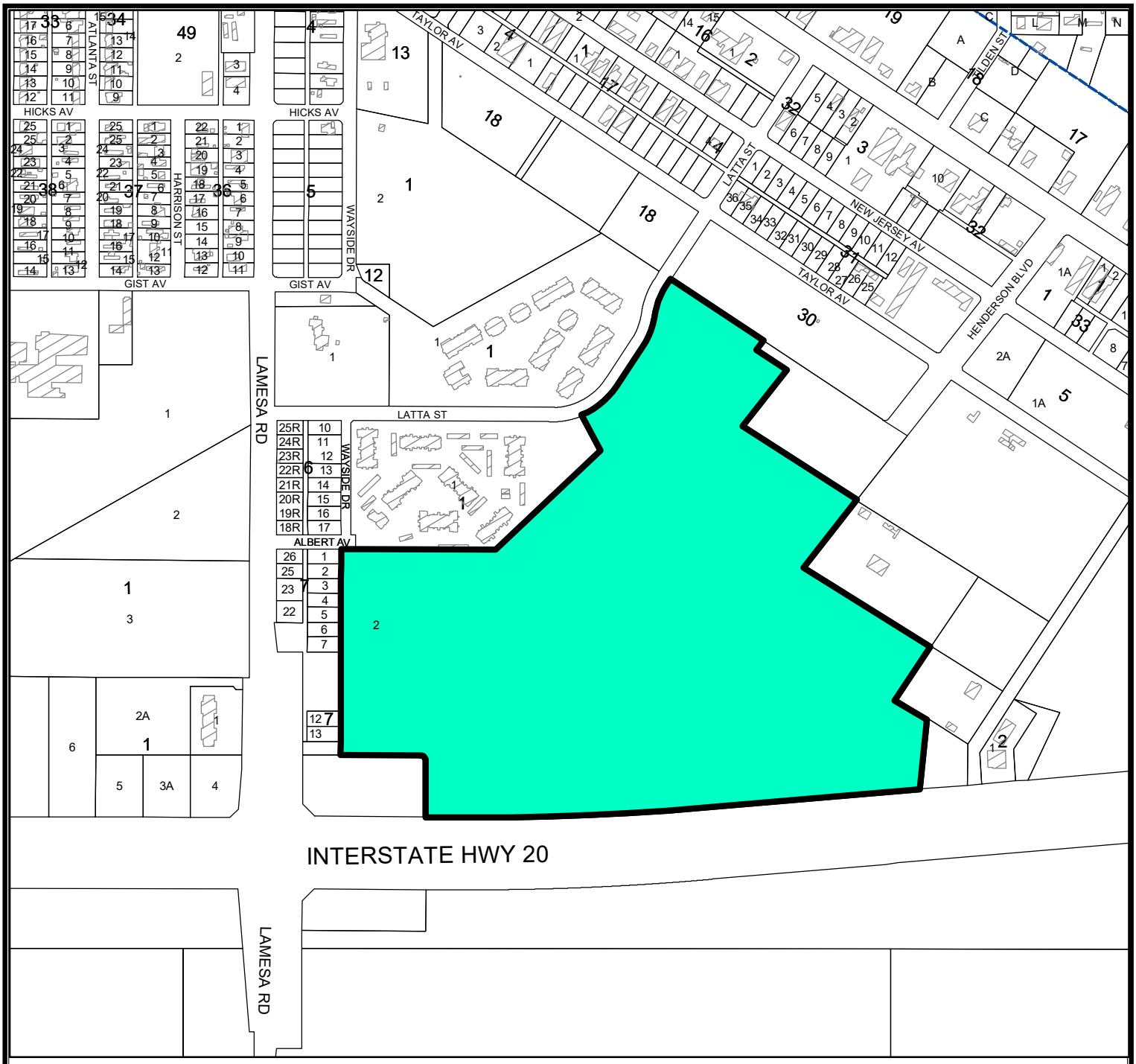
FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ 1 Copy of Dimensioned Plat	☐ Plat in Digital Format (PDF/JPEG)
☑ Application Fee	☐ 1 Copy of Plat (11x17)	
Check # 39089		

Received By: _____ Date: _____

RECEIVED
MAY 21 2021
BY: _____

**Application will not be considered for scheduling until reviewed by a planner.



LOCATION MAP

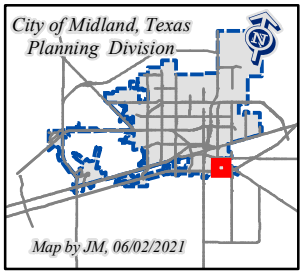
SUB-21-0420 **Scale: 1" = 600'**

Proposed plat of Tahoe Lakes Addition, Section 3, being a re-plat of Lot 2, Block 1, Tahoe Lakes Addition, Section 2 and a plat of a 57.55 acre tract of land located in the SW/4 of Section 1, Block 39, T-2-S, T&P RR Co. Survey, City and County of Midland, Texas.

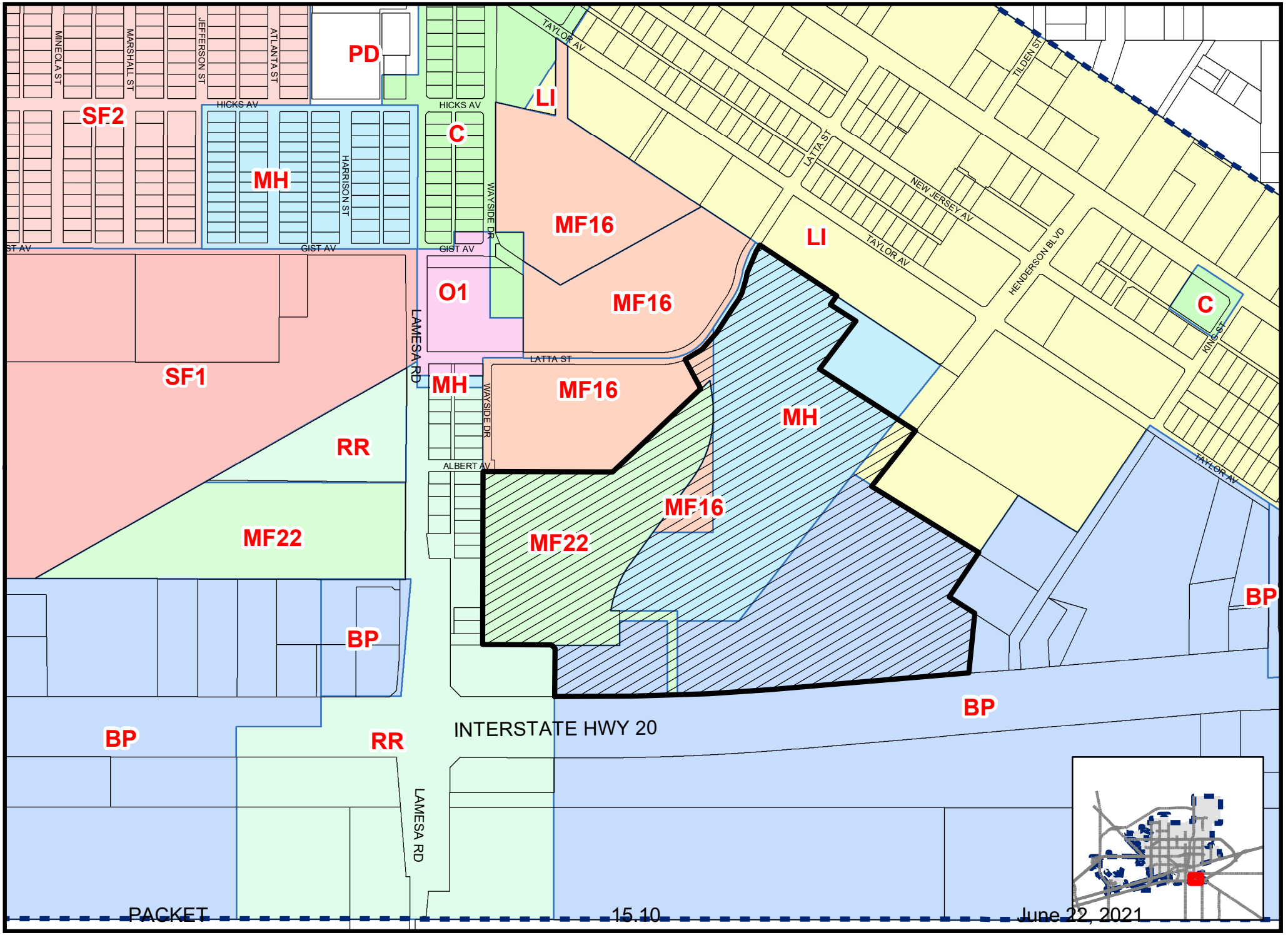
Generally located on the north side of Interstate 20, approximately 465 feet east of Lamesa Road. 15.9 (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



June 22, 2021



Map by JM, 06/02/2021

SUb-21-0420

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.

OASIS

A NEW VISION FOR DEVELOPMENT IN MIDLAND



REGULATING PLAN AND DEVELOPMENT STANDARDS

Oasis
Regulating Plan and Development Standards
Midland, Texas

CITY COUNCIL

Patrick Payton • Mayor
Scott Dufford • Council Member
Spencer Robnett• Council Member
John Norman • Council Member
Jack Ladd• Council Member
Lori Blong• Council Member
Michael Trost• Council Member

PLANNING AND ZONING COMMISSION

Cristina Odenborg Burns • Planning Manager
Chuck Harrington • Development Services
Reggie Lawrence • Commission Chair
Lucy Sisniega • Commission Vice Chair
Zachary Deck. • Commission Member
Chase Gardaphe • Commission Member
Stacy Jo Grosse • Commission Member
Diane Williams • Commission Member
Karen Bryant • Commission Member
Emily Holeva • Alternates
Adrian Carrasco • Alternates

OASIS PLANNING TEAM
Land Design Studio • Urban Planning & Design
LCA • Civil Engineers

PLANNED DEVELOPMENT CREATION

An action creating the PLANNED DEVELOPMENT district number _____ for Oasis.

This Regulating Plan is approved by the Planning and Zoning Commission on _____ ___ , 2021 and takes effect on _____ ___ , 2021

Passed and Approved:

_____, 2021 _____ _____, Chairman

Attest:_____ _____, Recording Secretary

Table of Contents

Section 1.0	**Introduction : Why use Development Standards?**	**6**
Section 2.0	**How to Use These Standards**	**8**
Section 2.1	Illustrative Plan	9
Section 3.0	**Definitions**	**10**
Section 3.1	The Regulating Plan	11
Section 4.0	**Summary of Frontage Types**	**12**
Section 4.1	Frontage Type F1 : Main Street Commercial	14
Section 4.2	Frontage Type F2 : Live/work	16
Section 4.3	Frontage Type F3 : Townhouse	18
Section 4.4	Frontage Type F4 : Sideyard House	20
Section 4.5	Frontage Type F5 : Education	22
Section 5.0	**Street Types**	**24**
Section 5.1	Street Type MS-78: Main Street 78' R.O.W.	25
Section 5.2	Street Type BVD-VAR : Boulevard Variable R.O.W.	25
Section 5.3	Street Type CS-65 : Commercial Street 65' R.O.W.	26
Section 5.4	Street Type CS-60 : Commercial Street 60' R.O.W.	26
Section 5.5	Street Type US-50 : Urban Street 50' R.O.W.	27
Section 5.6	Street Type US-45 : Urban Street 45' R.O.W.	27
Section 5.7	Street Type US-40 : Urban Street 40' R.O.W.	28
Section 5.8	Street Type CL-20 : Commercial Alley 20' Easement	28
Section 5.9	Street Type AL-20 : Residential Alley 20' Easement	29
Section 6.0	**Utility Standards**	**30**
Section 7.0	**Public Space Standards**	**32**
Section 8.0	**Landscape Standards**	**33**
Section 9.0	**Drainage Standards**	**34**
Section 10.0	**Not Used**	**35**
Section 11.0	**Lighting Standards**	**35**
Section 12.0	**Signage Standards**	**36**
Section 13.0	**Amendment Procedure/Other Codes and Development Regulations Applicable**	**37**

The Oasis Plan

Oasis was conceived as a new mixed-use, mixed-income neighborhood for the City of Midland, offering local retail, daily services, and residential development all in close proximity to one another. The goal is to offer a quality development in a previously undeveloped area near the core of the city.

While this form of development is traditional from a historic standpoint, it no longer represents conventional suburban development patterns. Traditional Neighborhood Development principles form the backbone for the design decisions that have been made in creating the Oasis plan. Many of these principles are rooted in time-tested methodologies and practices, but vary from current development models in most cities around the country. Consequently, the Oasis team has crafted a Regulating Plan and Development Standards in order to assist the City of Midland in administration of the development and allow the Master Developer to utilize a new form of development regulation in the build-out of Oasis.

The Regulating Plan and Development Standards streamlines the entitlement and site planning process while outlining the desired form of development in greater detail than single purpose zoning regulations.

PRINCIPLES OF TRADITIONAL NEIGHBORHOOD DEVELOPMENT (TND)

These are the principles that have been integrated into the Oasis plan. Each principle is followed by the reason or condition that has caused us to pursue this form of development.

1. Cluster retail and basic services together along a single street, without expansive parking lots between them.

This allows people to 'park once' and walk from store to store, reducing vehicle-miles traveled and the congestion often associated with new suburban retail locations.

2. Locate the parking behind the building, shading the parking and providing broad sidewalks in front of the stores, shaded by street trees.
Shaded parking and pedestrian-oriented sidewalks greatly enhances the experience of coming and going from that retail space. Trees have consistently been shown to increase land values, even if only used to shade or screen parking.

3. Integrate residential in close proximity to retail to create a more walkable, sustainable, and usable neighborhood.

If people can walk or bike to work or shopping locations, a second household vehicle may become optional. This flexibility is also enhanced by alternative transportation options. In communities around Texas and around the country, neighborhoods offering this degree of flexibility are consistently becoming more desirable than neighborhoods that isolate residential from commercial uses.

4. Buildings are required to be built adjacent to the edge of the sidewalk, clearly defining a public street space known as 'the public realm'. Parking is predominantly located in the back of buildings, improving the visual connection of buildings to the street. Parking is connected to the front sidewalk by pedestrian passages between buildings.

Placing commercial space directly on the sidewalk improves the experience of walking along the sidewalk and improves the retailing performance by a continous pedestrian activity zone.

5. Provide moderately dense housing alternatives for people less interested in, or not needing a large house and yard.

Conventional suburban housing is often designed for families with two parents and kids, assuming they are looking for a large house and yard. This demographic now represents a much smaller part of the market than it used to, and increasingly, buyers are looking for smaller homes with less maintenance. The townhouse and cottage neighborhoods included in Oasis are designed to offer a variety of homes catering to a variety of ages and income levels.



Above is an artist's rendering of the desired look and feel of a commercial/mixed use street in Oasis - retail shop fronts are pulled up to the shaded sidewalk, parking is provided along the street and behind the buildings. Sidewalks are generous and street widths are narrower than usual. All streets are designed to accommodate pedestrians and cyclists as well as low speed auto traffic.



Oasis' Main Street encourages development of retail frontages and public spaces. This artist's rendering illustrates the possibility of a public open space anchoring one side of the street. Evening entertainment and dining within Oasis would add to the quality of the neighborhood by offering walkable destinations other than just for shopping.



The plan includes a location for a K-12 public charter school. Additionally, Oasis has several acres of public open space of various sizes located throughout the community.

The intent of the Development Standards is to create a clear and predictable system of mandatory design standards that become enabling tools to create a more varied and inherently richer form of community. This form of community embraces a diversity of uses, people, and buildings. The standards are prescriptive, that is, they delineate the desired result and enable its success. The standards are graphic by nature as drawings can more clearly communicate what is prescribed under, or enabled by the standards. The standards are organized into four principle sections, The Regulating Plan, The Frontage Types, The Street Types and Other Standards. Used in concert, these four components form a "Graphical User Interface" utilized by the public and private sectors to expedite the permitting and development process.

DEVELOPMENT PROCEDURE

Component developments in the various Frontage Type Districts will have the incentive of speed to delivery in that the first two steps in the development process, Zoning and Preliminary Plat, are approved by the adoption of this Regulating Plan. Final plats will follow the same procedure as other projects, but will be aided by being components of the Regulating Plan. Building permits and approval of construction plans for infrastructure will follow the review and approval procedures currently in place.

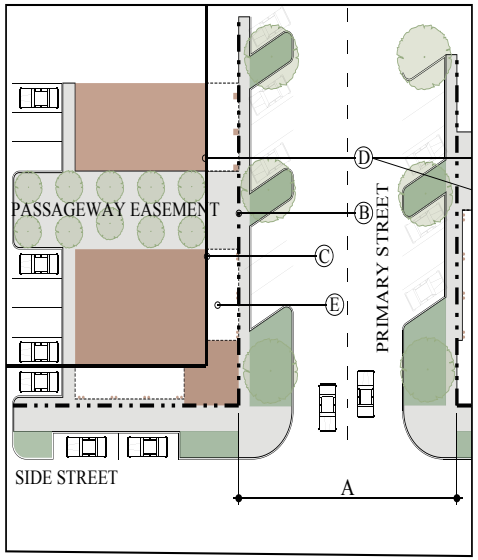
THE REGULATING PLAN

The Regulating Plan lays out the street grid and precisely marks the various urban design regulations within the Standards which are used to produce the community design or town plan. The Regulating Plan designates where and how the Frontage Types are appropriately combined with the various Street Types. The Regulating Plan also designates sites to be set-aside for public open spaces and special sites reserved for civic buildings (such as town halls, schools, and churches).



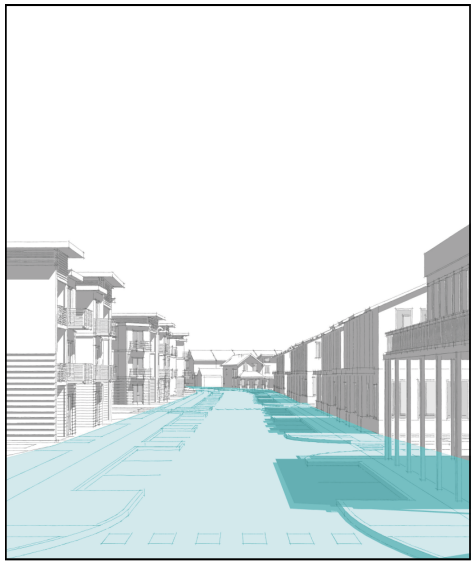
THE FRONTAGE TYPES

The Frontage types take the place of typical zoning categories. Each Frontage type defines the required placement of buildings (build-to-line), the minimum and maximum height, parking standards, architectural standards, and allowable uses for the property. By using a Frontage type instead of traditional zoning, the standards require that buildings meet the sidewalk in a particular way, ensuring the quality of the pedestrian experience.



THE STREET TYPES

The Street Types set out, according to the Regulating Plan, the physical parameters of each street including right-of-way and pavement width, design speed, parking, placement of street trees, etc. The Street Type combined with the Frontage Type establishes the all-important public realm. The public realm is the space defined by opposing building fronts which contains the sidewalks, streets, and open spaces.



OTHER STANDARDS

Other Standards including Open Space, Landscape, Drainage and Signage augment the Frontage and Street Types by filling in important details. These details serve to define the quality of the community beyond what type of building should be built. They set out and ensure what the quality of the public realm will be.



THE ILLUSTRATIVE PLAN

This plan for Oasis represents one potential build-out option and is not intended to replace individual site plans. Streets, block patterns, and land uses shown on this plan are defined and enabled by the Regulating Plan on the following pages.



For the purposes of these Development Standards, the following terms, phrases, words and their derivations shall have the meaning ascribed to them in this section:

Accessory Dwelling Units
A secondary living space which shares ownership and utility connections, and which is on-site with a primary living space and that may be contained within the same structure as is the primary living space, or may be contained in a separate structure.

Appurtenances: Spires, belfries, cupolas, water tanks, ventilators, chimneys or other appurtenances usually required to be placed above the roof level and not intended for human occupancy.

Arcade: a Private Frontage conventional for Retail use wherein the Facade is a colonnade supporting habitable space that overhangs the Sidewalk, while the Facade at Sidewalk level remains at the Build to Line.

Avenue (AV): a Thoroughfare of high vehicular capacity and low to moderate speed, acting as a short distance connector between urban centers, and usually equipped with a landscaped median.

Bed and Breakfast: An owner-occupied Lodging type offering 1 to 5 bedrooms, permitted to serve breakfast in the mornings to guests.

Bicycle Lane (BL): a dedicated lane for cycling within a moderate-speed vehicular Thoroughfare, demarcated by striping or other markings.

Block: the aggregate of private Lots, Passages, Rear Alleys and Rear Lanes, circumscribed by Thoroughfares.

Boulevard (BV): a Thoroughfare designed for high vehicular capacity and moderate speed, traversing an Urbanized area. Boulevards are often equipped with Slip Roads buffering Sidewalks and buildings.

Civic: the term defining not-for-profit organizations dedicated to arts, culture, education, recreation, government, transit, and/or municipal parking.

Build to Line (BTL): The line within a property defining the maximum horizontal distance between a building and the adjacent street right of way line.

City: refers to the City of Midland, Texas

Civic Building: a building operated by not-for-profit organizations dedicated to arts, culture, education, economic development, recreation, religion, government, transit, and municipal parking, or for use approved by Oasis.

Civic Uses: The use of a parcel of land for one or more of the following purposes: park and recreation services, cultural services, religious assembly use, safety and medical services, or transit stops.

Commercial: the term collectively defining workplace, Office, Retail, Service, Sales, Display and Lodging Functions.

Diameter at breast height (DBH): Standard method, in forestry terminology, of expressing the diameter of the trunk of a tree at approximately four feet above grade.

Design Speed: is the velocity at which a Thoroughfare tends to be driven without the constraints of signage or enforcement. There are four ranges of speed: Very Low: (below 20 MPH); Low (20-25 MPH); Moderate: (25-35 MPH); High: (above 35 MPH). Lane width is determined by desired Design Speed. Design Speed is related to but separate from the posted Speed Limit.

Developer (Master Developer): Oasis Development Corporation, a Texas Limited Liability Company, or assigns; serves as the owner and development entity for the Oasis project.

Director: The Director of Planning for the City of Midland.

District: An area of land developed with similar, distinguishing characteristics or uses as defined by Frontage Type.

Driveway: a vehicular lane within a Lot, often leading to a garage.

Effective Turning Radius: the measurement of the inside Turning Radius taking parked cars into account.

Elevation: an exterior wall of a building not along a Frontage Line. See: Facade.

Encroach: to break the plane of a vertical or horizontal regulatory limit with a structural element, so that it extends into a Setback, into the Public Frontage, or above a height limit.

Encroachment: any structural element that breaks the plane of a vertical or horizontal regulatory limit, extending into a Setback, into the Public Frontage, or above a height limit.

Facade: the exterior wall of a building that is set along a Frontage Line. See Elevation.

Forecourt: a frontage wherein a portion of the facade is at the build-to line while a significant portion is setback allowing suitable space for a garden, terrace or entry courtyard.

Frontage: The area between a building Facade and the vehicular lanes, inclusive of its built and planted components. Frontage is divided into Private Frontage and Public Frontage.

Frontage Line: a Lot line bordering a Public Frontage,ie the R.O.W. line. Facades facing Frontage Lines define the public realm and are therefore more regulated than the Elevations facing other Lot Lines.

Green: a Civic Space type for unstructured recreation, spatially defined by landscaping rather than building Frontages and having at least one boundary fronting on a public right-of-way.

Half-Story: the portion of a buildings habitable, conditioned space such as an attic or basement with windows.

Home Occupation: non-Retail Commercial enterprises. The work quarters should be invisible from the Frontage, located either within the house or in an Outbuilding.

Live-Work (or Work-Live): a Mixed Use unit consisting of a Commercial and Residential Functions. The Commercial and/or Residential Function may be anywhere in the unit. It may to be occupied by a business operator who lives in the same structure that contains the Commercial activity or industry or it may be leased.

Lodging: Premises available for daily and weekly renting of bedrooms.

Lot Line: the boundary that legally and geometrically demarcates a Lot.

Lot Width: the length along the Principal Frontage Line of a Lot.

Oasis: Oasis Development Corporation, a Texas Limited Liability Company, or assigns; serves as the owner and development entity for the Oasis project.

Off-Street Parking: Vehicular parking outside the street right-of-way that have adequate drives, aisles, and turning and maneuvering areas for access and usability.

Office: uses associated with buildings occupied for the transaction of business, excluding retail and manufacturing.

On-Street Parking: Vehicular parking contained on the street pavement (public and private streets) located outside the primary travel way, which spaces shall be designated and located parallel or at an angle to the street centerline.

Open Space: A parcel or parcels of land or an area of water, or a combination of land and water, which may include floodplain and wetland areas, within a development area and intended for the use and enjoyment of residents of the development area and, where designated, the community at large, which may be landscaped and improved.

Park: a Public Space type that is available for rest and recreation, may be privately developed and maintained but publicly accessible and having at least one boundary fronting on a public right-of-way.

Planned Development (PD): a development in which the applicable code restrictions, other density requirements, may be modified and/or applied to the development as a whole rather than to each individual lot.

Plaza: a Civic Space type designed for Civic purposes and Commercial activities in the more urban Transect Zones, generally paved and spatially defined by building Frontages and having at least one boundary fronting on a public right-of-way.

Primary Street: . The primary street will be determined based on the following criteria:
1. The street with the highest street classification;
2. The street abutting the longest face of the block;
3. The street generally parallel to an alley within the block.

Principal Building: the main building on a Lot, usually located toward the Frontage.

Regulating Plan: a Zoning Map or set of maps that shows the Use Zones, Civic Zones, Special Districts if any, and Special Requirements if any, of areas subject to, or potentially subject to, regulation by the Development Standards.

Retail: uses for commercial enterprises established for the sale of goods and services.

Residential: uses associated with buildings occupied for the purpose of long term human habitation, excluding short term lodging.

Shared Parking Factor: an accounting for parking spaces that are available to more than one Function.

Shopfront: a Private Frontage conventional for Retail use, with substantial glazing and an awning, wherein the Facade is aligned close to the Frontage Line with the building entrance at Sidewalk grade.

Side Yard Lot: A Lot created for the purpose of a dwelling to be constructed along or near an interior side Lot line with a yard created on the opposite side of the Lot.

Sideyard Building: a building that occupies one side of the Lot with a Setback for a yard on the other side. This type can be a Single or Duplex depending on whether it abuts the neighboring house.

Square: a Civic Space type designed for unstructured recreation and Civic purposes, spatially defined by building Frontages and consisting of Paths, lawns and trees, formally disposed and having at least one boundary fronting on a public right-of-way.

Story: a habitable level within a building, excluding an Attic or raised basement and not exceeding 15 feet in height.

Town Architect/Design Review Board: A licensed Architect or designated committee, contracted by Oasis, with the responsibility of reviewing development concepts, finished construction drawings or completed construction for aesthetic compliance with the overall concept of the Oasis project.

PACKET 15 20 June 22, 2021

Section 3.1

The Regulating Plan

LEGEND

FRONTAGE TYPES

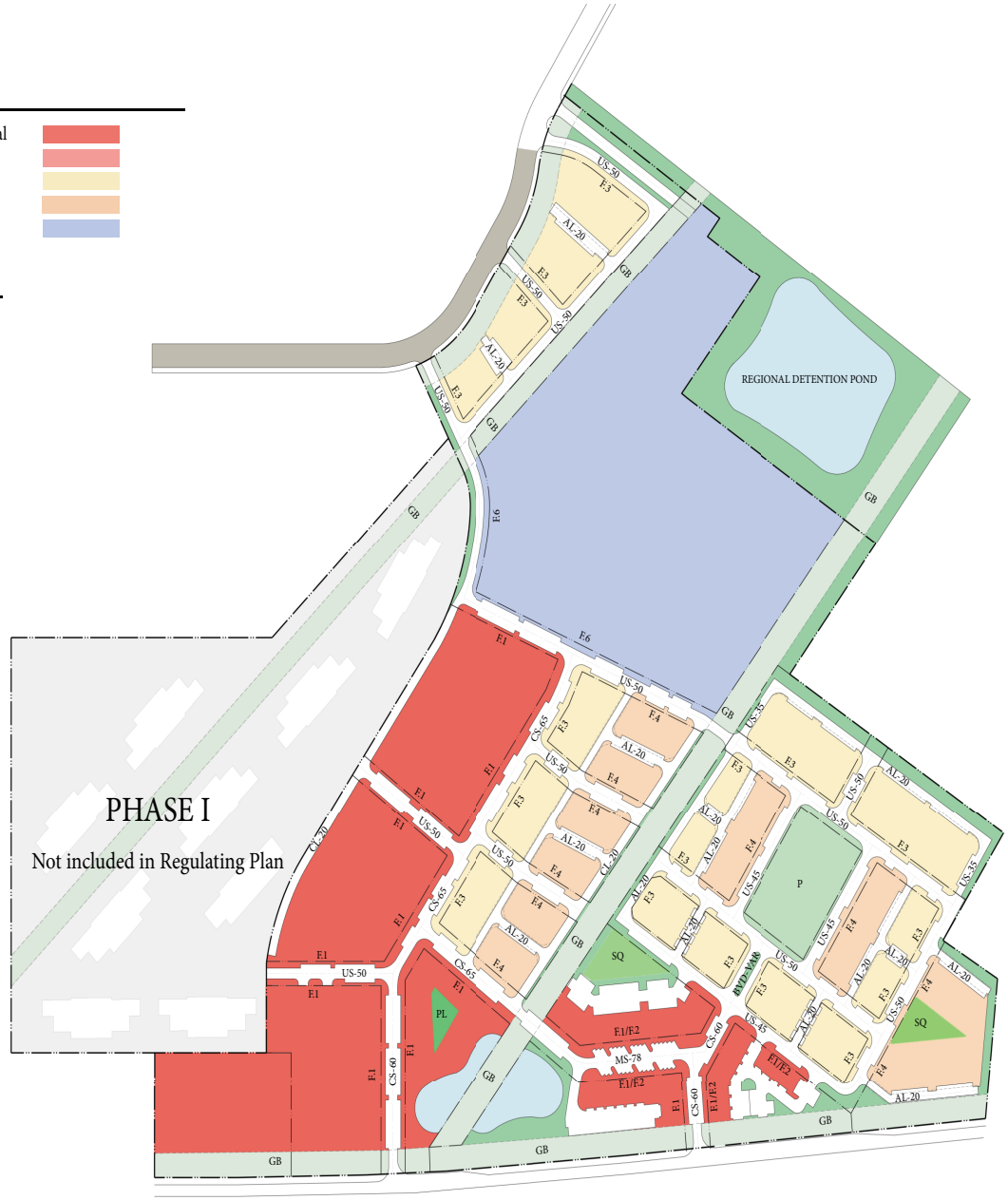
F1	(Section 4.1) Type F1:	Main Street Commercial
F2	(Section 4.2) Type F2:	Live/Work
F3	(Section 4.3) Type F3:	Townhouse
F4	(Section 4.4) Type F4:	Side Yard House
F5	(Section 4.5) Type F5:	Education / Civic

STREET TYPES

MS-78	Main Street 78' R.O.W.
BVD-VAR	Boulevard Variable R.O.W.
CS-65	Commercial Street 65' R.O.W.
CS-60	Commercial Street 60' R.O.W.
US-50	Urban Street 50' R.O.W.
US-45	Urban Street 45' R.O.W.
US-40	Urban Street 40' R.O.W.
CL-20	Commercial Alley 20' Access Easement
AL-20	Residential Alley 20' Access Easement

PUBLIC OPEN SPACE

PL	Plaza
SQ	Square
GR	Green
GB	Greenbelt
P	Park



NORTH

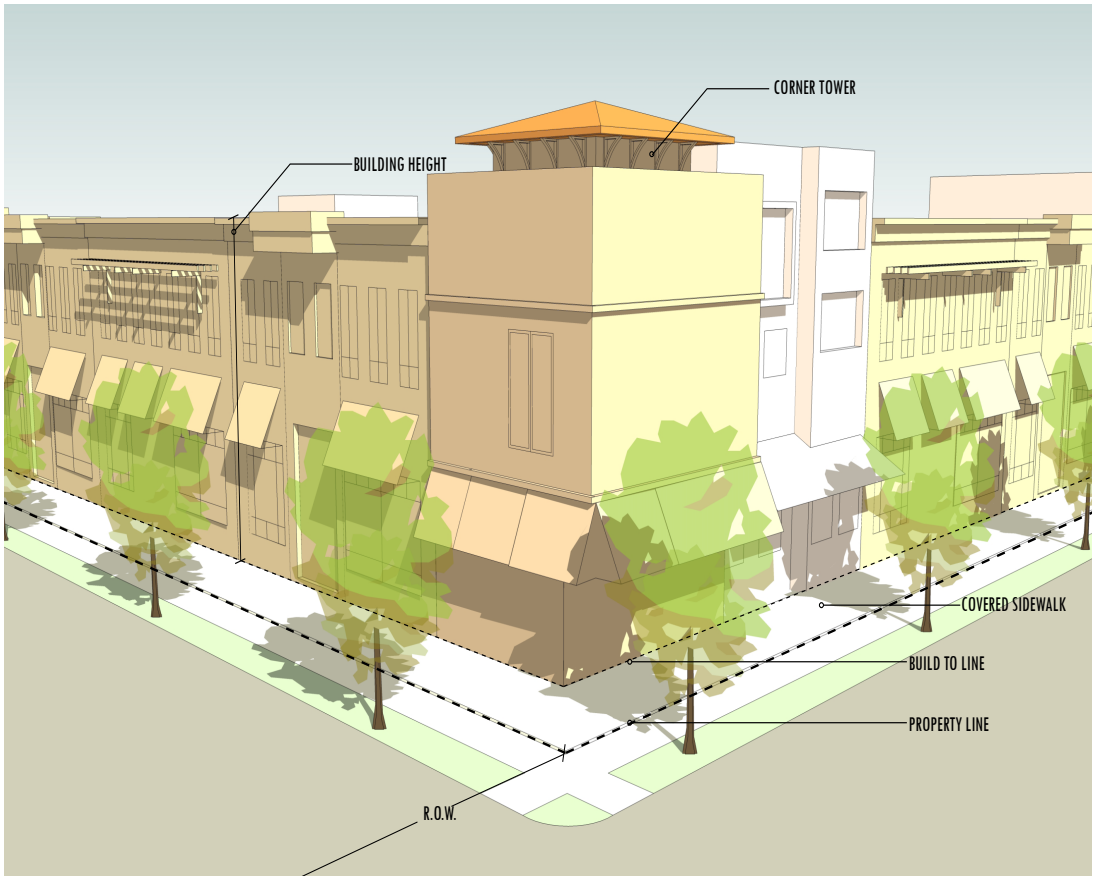
0 300' 600' 900'

HOW DOES A FRONTAGE TYPE CODE WORK?

The Oasis Regulating Plan is a Frontage Type code; this means that land uses, height restrictions, parking requirements, etc. are defined by street frontage, rather than by zoning of a particular parcel. In most cases, a parcel will have only one frontage designation; however, unlike traditional zoning, the Frontage Type code prescribes the location of buildings in a way that forms a quality public realm between buildings.

Another unique element of this Frontage Type code is that density is limited primarily by parking requirements. There is no mandated mix of uses, nor compatibility restrictions; instead, frontage types have been assigned in a way that forms a cohesive neighborhood with market flexibility as the project is built out.

Each Frontage Type has a text description and a site plan diagram to help illustrate the intended regulation. The summary Table 4.01, gives a snapshot of the five frontage types designated within the Oasis Regulating Plan.



Summary of Frontage Types

Complete detailed requirements of Frontage Types can be found in Sections 4.1 through 4.5

FRONTAGES	F1 (See Section F1) Main Street Commercial	F2 (See Section F2) Live/Work	F3 (See Section F3) Townhouse	F4 (See Section F4) Sideyard House	F5 (See Section F5) Education
PERMITTED USES	Retail Sales and Service (20,000 SF max per tenant) Office/Research and Development Lodging/Hotel Multi-Family Residential Single Family Attached Residential Day Care	Limited Retail (≤3,000 SF) Limited Office (≤3,000 SF) Lodging/Hotel (≤10 rooms) Multi-Family Residential (≤10 dwelling units Single Family Attached Residential	Single Family Attached Residential	Single Family Detached Residential Ancillary unit	Public or private School
CONDITIONAL USES	Manufacturing (10,000 SF max. per tenant) Congregate Care (100 room max)	None	Home Occupation	Home Occupation	None
PROHIBITED USES	Vehicle Sales Auto Service & Repair Auto Parts Sales Gas Stations Auto Body Painting and Repair Drive-Through Commercial Storage &Warehouse Single Family Detached Residential Sexually-Oriented Businesses	Same as F1 - Main Street	Same as F1 - Main Street Plus: Retail Office Manufacturing	Same as F1 - Main Street Plus: Retail Office Manufacturing	Same as F1 - Main Street Plus: Retail Office Manufacturing
LOT WIDTH	30' min. 240' max (30' increments)	20' min. 40' max	20' min. 40' max	35' min. 60' max	90' min. no max.
LOT DEPTH	No Minimum Maximum limited by block size	No Minimum Maximum limited by block size	80' min. 125' max.	80' min. 150' max.	50' min. no max.
BUILDING HEIGHT	2 stories or 25' minimum 5 stories maximum	2 stories minimum 3 stories maximum	2 stories minimum 3 stories maximum	2 stories minimum 2.5 stories maximum	2 stories minimum 5 stories maximum
SIDE SETBACK	None	None	None	2.5' on one side & 10' on the opposite side	5'
BUILD-TO LINE	0' to 10' from property line (on designated primary frontage)	0' to 10' from property line (on designated primary frontage)	10' from property line (on designated primary frontage)	20' from property line (on designated primary frontage)	90' from property line (on designated primary frontage)
REAR SETBACK	None	None	5' from Alley	5' from Alley	N/A
PARKING RATIOS					
Retail	4 spaces per 1000 GSF	4 spaces per 1000 GSF	N/A	N/A	N/A
Office	4 spaces per 1000 GSF	4 spaces per 1000 GSF	N/A	N/A	N/A
Lodging/Hotel	1 space per Room	1 space per Room	N/A	N/A	N/A
Residential	1.5 spaces per Unit	1.5 spaces per Unit	2 spaces per Primary Unit plus 1 space per ancillary unit	2 spaces per Primary Unit plus 1 space per ancillary unit	N/A
Congregate Care	1.0 spaces per every 2 beds	NA	NA	NA	N/A
Manufacturing	1.0 spaces per 600 GSF	N/A	N/A	N/A	N/A
Education	1.0 spaces per 575 GSF	N/A	N/A	N/A	1.0 spaces per 575 GSF

Table 4.01

PACKET 15.23 June 22, 2021

Section 4.1
Frontage Type F1 : Main Street Commercial

4.1.1 DEVELOPMENT REGULATIONS

4.1.1.1 BUILDING PLACEMENT

A) Build-to Line:
A 10' setback from the front property line
1) Primary building facade shall be constructed along a minimum of 80% of the total length of the Build-to-Line.
2) If a forecourt is utilized it may occupy up to 50% of the frontage

B) Rear and side setbacks:
Not required

C) Encroachment:
Arcades and corner towers with occupied or unoccupied space may encroach beyond the Build-to Line to the Property Line. Arcades and corner towers shall encroach a maximum of 10'. No corner tower shall have more than 300 SF on the ground floor encroaching beyond the Build-to line.

D) Pedestrian Passageways:
If parking is provided behind a building, pedestrian passageway must be provided at the ground level providing access to the parking area from the from the Right-of-Way. The passageway shall be a minimum 15' in width and one full floor in height. The passageway may be covered by additional occupied floors or a roof structure.
1. When pedestrian passageways are required, one must be provided for every 150' of frontage.

E) Covered sidewalks:
Covered sidewalks shall be constructed along a minimum of 80% of the primary building facade. Covered sidewalks may be provided as arcades or shop-fronts (fig.4.1A).
1) Covered sidewalks and associated structures may encroach beyond the build-to-line up to the property line. Occupiable space may be constructed above the covered sidewalk and may also encroach beyond the build-to-line up to the property line.
2) Building facades with a covered sidewalk may be constructed a maximum of 3' behind the build-to-line.
3) Arcades shall be constructed to provide a minimum of 8' clear walkway between vertical supports and building facade.
4) Shop-fronts (fig.4.1A) shall provide a minimum of 8' of continuous covered walkway width.
5) If the building does not occupy the entire frontage the sidewalk must still occupy 100% of the frontage.

F) 1st Floor Elevation:
The finish floor of the first level shall be at grade with street sidewalk or made accessible to disabled persons in compliance with the Americans With Disabilities Act and Texas Accessibility Standards.

G) Minimum and Maximum Wall Height:
The maximum building height shall be five stories. Buildings shall be a minimum of two stories or 25' in height at the primary building facade.

4.1.1.2 PARKING

A) Parking spaces shall be 9' width by 18' depth, up to 10% of the total spaces may be assigned as oversized spaces with a width of 10' and a depth of 20'.

B) On-site parking is allowed only at the rear of the building.

C) On-Street Parking in front of building may be used to satisfy minimum parking requirements (see Use Standards below)

D) Shared Parking Standards:
Shared parking standards may replace conventional parking requirements outlined in Use Standards below. Minimum parking requirements may be reduced by 15% percent if shared parking lots serve more than a single use (e.g. Restaurants and Office) long term shared parking agreement shall apply.

E) Parking supply may not exceed the minimum parking requirements outlined in the Use Standards by more than 15%.

F) Parking Garages
Structured parking may be provided for optimal land use efficiency. Parking structure shall meet architectural standards.

4.1.2 USE STANDARDS

4.1.2.1 RETAIL

A) Defined Retail Use:
Retail uses include commercial enterprises established for the sales of goods and services including shops, entertainment establishments, banking, restaurants, and hotel lobbies, eateries and day care facilities.
1) No single retail space shall exceed 20,000 SF per floor.
2) Retail uses shall provide parking at 4 spaces per 1,000 square feet.

4.1.2.2 OFFICE

A) Office Uses Defined:
Office uses are those associated with buildings occupied for the transaction of business, excluding retail and manufacturing.
1) Office uses shall provide parking at 4 spaces per 1,000 square feet (no maximum square footage)

4.1.2.3 LODGING

A) Lodging Uses Defined:
Lodging uses are those associated with buildings occupied for short-term (not to exceed three consecutive weeks) human habitation.
1) Lodging uses shall provide 1 parking space per lodging unit. (no maximum number of units)

4.1.2.4 RESIDENTIAL

A) Residential Uses Defined:
Residential uses are those associated with buildings occupied for the purpose of long term human habitation, excluding lodging.
1) Residential uses shall provide designated parking at 1.5 spaces per dwelling unit. (no maximum density)
2)Multifamily residential uses may provide detached garages for up to 10% of total dwelling units and may include storage outside dwelling unit not to exceed a rate of 2 storage units per garage.

4.1.2.5 CONDITIONAL USES

A) Conditional Uses Defined:
Conditional Uses are considered exceptional situations that must have the approval of the Design Review Board or Town Architect. The following may be acceptable conditional uses in areas designated F1:
1) Limited Manufacturing:
No single manufacturing occupied building space shall exceed 10,000 SF. All rear service yards and visible materials must be screened by a solid masonry wall at least 6 ft. tall. The parking requirement shall be negotiated according to the specific manufacturing activity. Screens shall match adjacent architecture.
2) Congregate Care:
Longterm residential facilities offering skilled nursing services are allowed, not to exceed 100 beds. Related single family attached residences for individuals utilizing services of the congregate care facility are allowed so long as they are owned and managed by the congregate care provider.

4.1.2.6 PROHIBITED USES

A) See prohibited use Table 4.01

4.1.3 ARCHITECTURAL STANDARDS

Architectural standards shall be enforced by the Oasis Master Developer.

4.1.3.1 ARCHITECTURAL CHARACTER

All architectural design shall reflect the vernacular traditions of the West Texas region. The following architectural standards allow for a variety of interpretations, both contemporary and historic.

A) Building massing and facades:
No single building facade type shall exceed 90' in length along the primary Build-to-Line; change in massing or materials shall constitute a change in facade type.

B) Exterior walls:
All exterior-building walls shall be finished in brick, native stone, cast stone, stucco, cementitious board (Hardie), wood or engineered wood. Exterior insulation finishing system (E.I.F.S.) may be used above the first story or a minimum of 12' above grade, whichever is higher. Galvanized or factory finished metal paneling is permitted, but may be used on no more than 50% of exterior elevations.

C) Change in materials:
Shall occur along a horizontal line (with the heavier material at the bottom), or at the joint along an inside corner. Facades shall include no more than three major materials.

D) Awnings and canopies:
Shall be made of sheet metal or canvas/poly membrane. Plastic or vinyl awnings are not permitted. Trellises and sun shading devices are recommended and shall be made of wood or metal.

E) Signage: refer to signage standards (section 9.0)

F) Bicycle racks:
One bicycle rack shall be provided per 10,000 square feet of occupied building area. Bike racks may be ganged together block-by-block and located in the Passageway Easements.

G) Roofs:
1) Pitched roofs:
Pitched roofs may be clad in painted or galvanized metal, clay or concrete tile. Composition shingles are permitted only where not visible from a public right-of-way. Pitched roofs shall be symmetrical gable, hip, or barrel vault with a pitch no less than 3/12. Porch and arcade roofs may be 2/12 min. Pitch. Mansard roofs are not permitted.
2) Flat roofs may be made of built-up roofing or a membrane roofing system.
3) Roof penetrations and rooftop mechanical systems shall be screened or setback from view at street level from either the front or side. Screening devices may be parapet extensions or free standing and shall be of material similar to the base building.

H) Glazing:
Glazed openings shall be at least 40 percent of the wall surface along a build-to line at the ground level and 25 percent on upper floors. Glazing shall not exceed 80 percent.
1) Framing shall be commercial grade painted wood, aluminum, or steel.
2) Glazing shall be clear; no reflective or spandrel glass is permitted.
3) Window openings shall be vertical or square in proportion.

Frontage Type F1 : Main Street Commercial

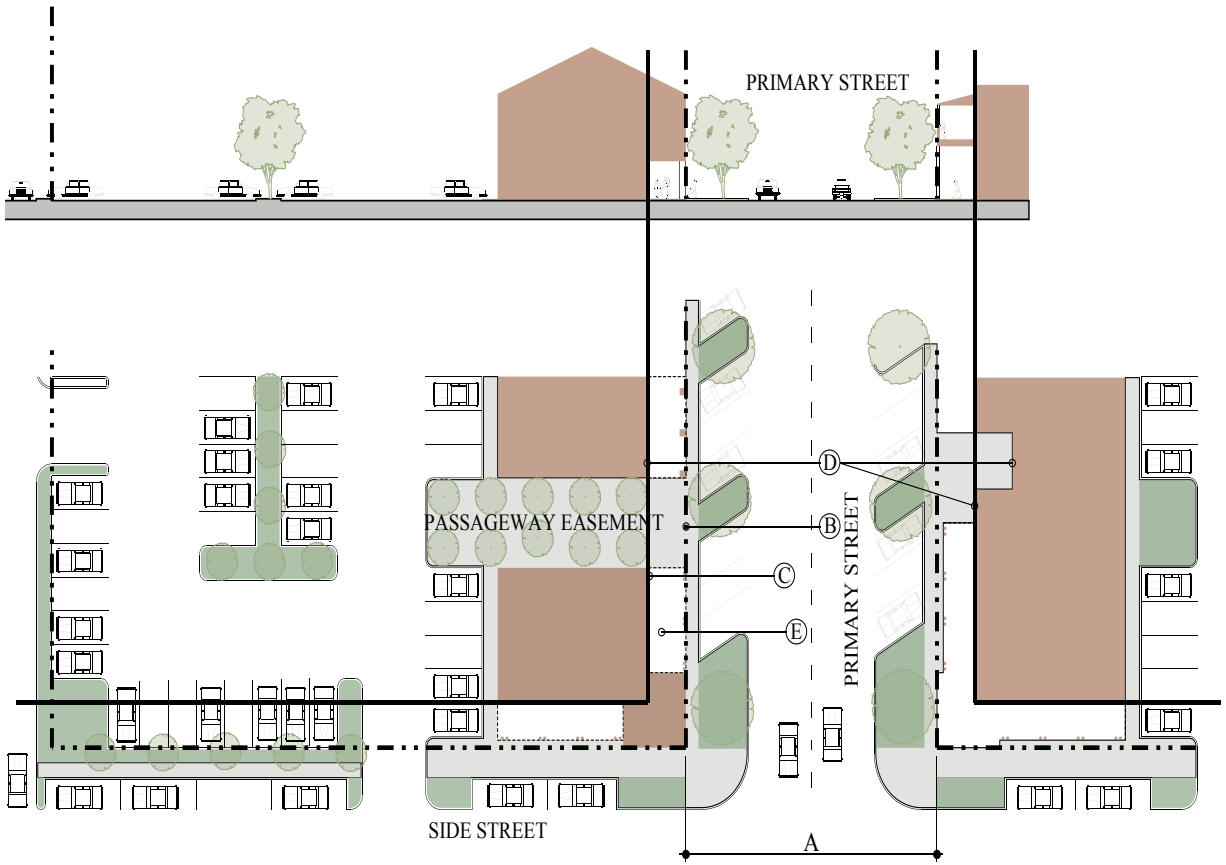


Figure 4.1 Frontage Type - Main Street Commercial

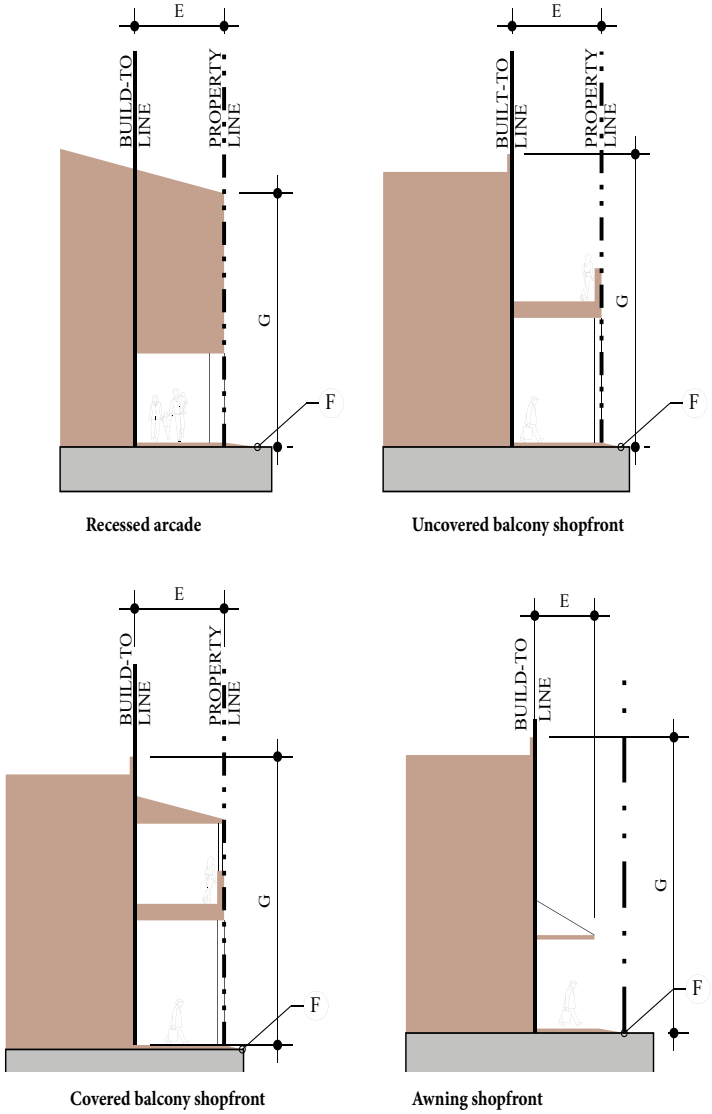


Figure 4.1A
STREET FRONTAGE ARCHITECTURAL OPTIONS

KEYED NOTES

Frontage Type F1: Main Street Commercial

- (A) Right of Way; see street types and standards
- (B) Property Line:
- (C) The Build-to-Line, 0' to 10' setback from the property line
- (D) Primary Building Facade; constructed along 80% of the length of the Build-to-Line
- (E) Covered Sidewalk; may encroach in the setback up to the property line, minimum of 8' deep
- (F) First floor elevation flush with sidewalk or fully accessible
- (G) Building height; 2 stories or 25' minimum; 5 stories maximum

4.2.1 DEVELOPMENT REGULATIONS

4.2.1.1 BUILDING PLACEMENT

A) Build-to Line:
A 10' setback from the front property line
1) Primary building facade shall be constructed along a minimum of 80% of the total length of the Build-to-Line.

B) Rear and side setbacks:
Not required

D) Encroachment:
Corner towers, bay windows, or canopies with occupied or unoccupied space may encroach a maximum of 3' beyond the Build-to-Line. No corner tower shall have more than 300 SF on the ground floor encroaching beyond the Build-to-Line.
1) Stoops, porches or balconies may encroach a maximum of 8' beyond the Build-to-Line.
2) If a stoop is provided, it shall be a minimum of 30 square feet.
3) Stoops and/or porches shall be spaced no more than 60 linear feet along the Build-to-Line within a single parcel.

E) Pedestrian Passageways:
None required

F) Covered sidewalks:
Not required

J) 1st Floor Elevation:
The finish floor of the first level shall be at grade with street sidewalk or made accessible to disabled persons in compliance with the Americans With Disabilities Act and Texas accessibility standards.

K) Minimum and Maximum Wall Height:
The maximum building height shall be three stories. Buildings shall be a minimum of two stories at the primary building facade.

4.2.1.2 PARKING

A) Parking spaces shall be 9' in width by 18' depth, up to 10% of the total spaces may be assigned as oversized spaces with a width of 10' and a depth of 20'.

B) On-site parking is allowed only at the rear of the building.

C) On-Street Parking in front of building may be used to satisfy minimum parking requirements (see Use Standards below)

D) Shared Parking Standards:
Shared parking standards may replace conventional parking requirements outlined in Use Standards below. Minimum parking requirements may be reduced by 15% percent if shared parking lots serve more than a single use (e.g. Restaurants and Office)

E) Parking supply may not exceed the minimum parking requirements outlined in the Use Standards by more than 25%.

F) Parking Garages
Structured parking may be provided for optimal land use efficiency. Parking structure shall meet architectural standards.

4.2.2 USE STANDARDS

4.2.2.1 RETAIL (limited)

A) Defined Retail Use:
Retail uses include commercial enterprises established for the sales of goods and services including shops, entertainment establishments, banking, restaurants, and hotel lobbies and eateries.
1) Retail uses shall provide parking at 4 spaces per 1,000 square feet (maximum of 3,000 square feet)

4.2.2.2 OFFICE (limited)

A) Office Uses Defined:
Office uses are those associated with buildings occupied for the transaction of business, excluding retail and manufacturing.
1) Office uses shall provide parking at 4 spaces per 1,000 square feet (maximum of 3,000 square feet)

4.2.2.3 LODGING (limited)

A) Lodging Uses Defined:
Lodging uses are those associated with buildings occupied for short-term human habitation.
1) Lodging uses shall provide 1 parking space per lodging unit. (maximum of 10 units)

4.2.2.4 RESIDENTIAL

A) Residential Uses Defined:
Residential uses are those associated with buildings occupied for the purpose of long term human habitation, excluding lodging.
1) Residential uses shall provide designated parking at 1.5 spaces per dwelling unit. (no maximum density)
2) Parking for conditional uses and non-conventional unit sizes may be modified with approval of the Town Architect.

4.2.2.5 CONDITIONAL USES

A) Conditional Uses Defined:
Conditional Uses are considered exceptional situations that must have the approval of the Master Developer. The following may be acceptable conditional uses in areas designated F2:
1) Multifamily Residential:
Townhouse lots may be combined to create multifamily development parcels. Architectural massing shall remain consistent with that of surrounding uses, as determined by the Town Architect. Multifamily uses shall be allowed a maximum height of 4 stories and not exceed 20 dwelling units. A maximum of 25% of all combined F2 and F3 frontage may be used for Multifamily Residential.
2) Home occupation permitted

4.2.2.6 PROHIBITED USES

A) See prohibited use Table 4.01.

4.2.3 ARCHITECTURAL STANDARDS

Architectural standards shall be enforced by the Oasis Master Developer.

4.1.3.1 ARCHITECTURAL CHARACTER

All architectural design shall reflect the vernacular traditions of the West Texas region. The following architectural standards allow for a variety of interpretations, both contemporary and historicist.

A) Building massing and facades:
No single building facade type shall exceed 90' in length along the primary Build-to-Line; change in massing or materials shall constitute a change in facade type.

B) Exterior walls:
All exterior-building walls shall be finished in brick, native stone, cast stone, stucco, cementitious board (Hardie), wood or engineered wood. Exterior insulation finishing system (E.I.F.S.) may be used above the first story or a minimum of 12' above grade, whichever is higher. Galvanized or factory finished metal paneling is permitted, but may be used on no more than 50% of exterior elevations.

C) Change in materials:
Shall occur along a horizontal line (with the heavier material at the bottom), or at the joint along an inside corner. Facades shall include no more than three major materials.

D) Awnings and canopies:
Shall be made of sheet metal or canvas/poly membrane. Plastic or vinyl awnings are not permitted. Trellises and sun shading devices are recommended and shall be made of wood or metal.

E) Signage: refer to signage standards (section 9.0)

F) Bicycle racks:
One bicycle rack shall be provided per 10,000 square feet of occupied building area. Bike racks may be ganged together block-by-block and located in the Passageway Easements.

G) Roofs:
1) Pitched roofs:
Pitched roofs may be clad in painted or galvanized metal, clay or concrete tile. Composition shingles are permitted only where not visible from a public right-of-way. Pitched roofs shall be symmetrical gable, hip, or barrel vault with a pitch no less than 3/12. Porch and arcade roofs may be 2/12 min. Pitch. Mansard roofs are not permitted.
2) Flat roofs may be made of built-up roofing or a membrane roofing system.
3) Roof penetrations and rooftop mechanical systems shall be screened or setback from view at street level from either the front or side. Screening devices may be parapet extensions or free standing and shall be of material similar to the base building.

H) Glazing:
Glazed openings shall be at least 30 percent of the wall surface along a build-to line at the ground level and 20 percent on upper floors. Glazing shall not exceed 70 percent.
1) Framing shall be commercial grade painted wood, aluminum, or steel.
2) Glazing shall be clear; no reflective or spandrel glass is permitted.
3) Window openings shall be vertical or square in proportion.

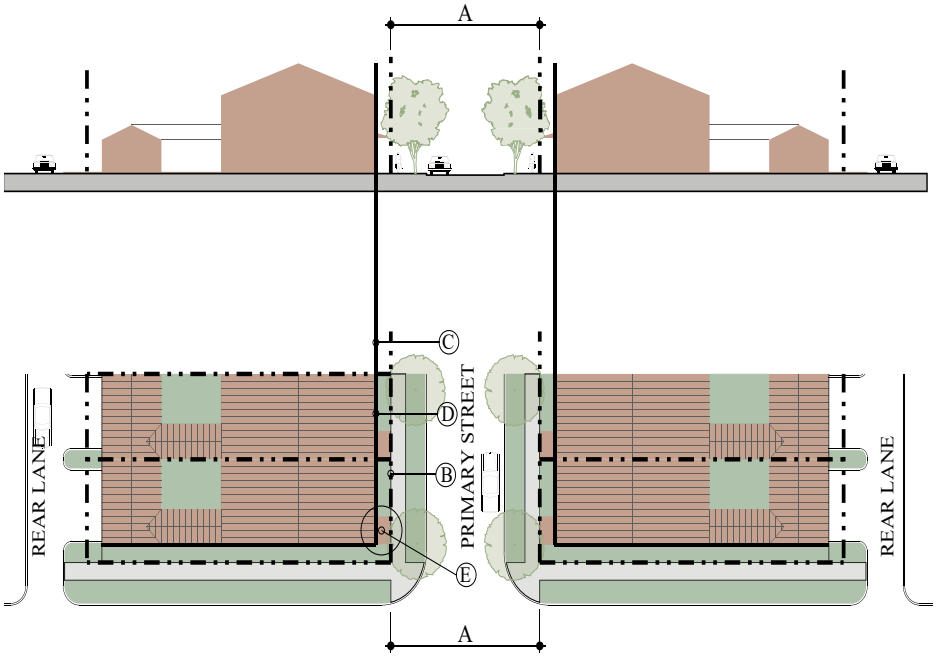


Figure 4.2: Frontage Type- - Livework

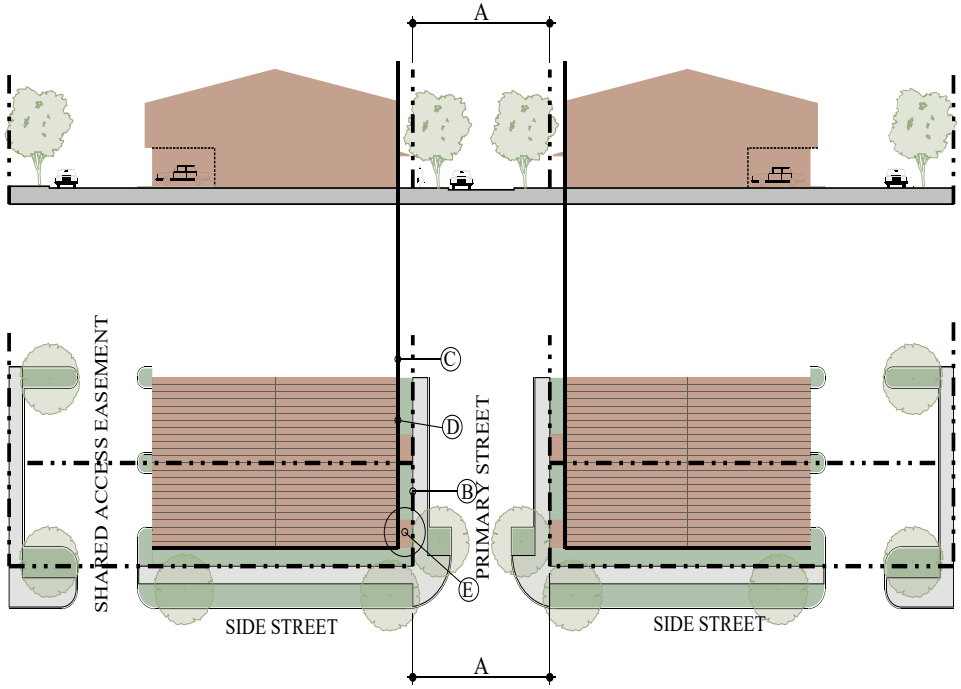


Figure 4.2a
TYPE F2 with TUCK-UNDER GARAGE

KEYED NOTES
Frontage Type F2: Livework

- (A) Right of Way; see street types and standards
- (B) Property Line:
- (C) The Build-to-Line, 0' to 10' setback from the property line
- (D) Primary Building Facade; constructed along 80% of the length of the Build-to-Line
- (E) Porch/Stoop Encroachment
- (F) Building height; 2 stories or 25' minimum; 3 stories maximum

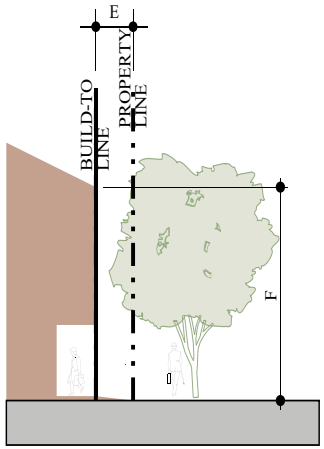


Figure 4.2b
TYPE F2 with RECESSED STOOP

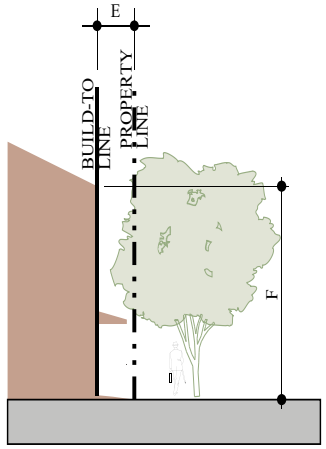


Figure 4.2c
TYPE F2 with PROJECTING STOOP

4.3.1 DEVELOPMENT REGULATIONS

4.3.1.1 BUILDING PLACEMENT

A) Build-to Line:
A 10' setback from the front property line
1) Primary building facade shall be constructed along a minimum of 80% of the total length of the Build-to-Line.

B) Rear and side setbacks:
Not required

C) Encroachment:
Corner towers, bay windows, or canopies with occupied or unoccupied space may encroach a maximum of 3' beyond the Build-to-Line. No corner tower shall have more than 300 SF on the ground floor encroaching beyond the Build-to-Line.
1) Stoops, porches or balconies may encroach a maximum of 8' beyond the Build-to-Line.
2) If a stoop is provided, it shall be a minimum of 30 square feet.
3) Stoops and/or porches shall be spaced no more than 60 linear feet along the Build-to-Line within a single parcel.

D) Pedestrian Passageways:
None required

E) Covered sidewalks:
Not required

F) 1st Floor Elevation:
The finish floor of the first level shall be a minimum of 24 inches above the sidewalk or top of curb.

G) Minimum and Maximum Wall Height:
The maximum building height shall be three stories. Buildings shall be a minimum of two stories at the primary building facade.

4.3.1.2 PARKING

A) Parking spaces shall be 9' in width by 18' depth, up to 10% of the total spaces may be assigned as oversized spaces with a width of 10' and a depth of 20'.

B) On-site parking is allowed only at the rear of the building.

C) On-Street Parking in front of building may be used to supplement minimum parking requirements (see Use Standards below)

D) Shared Parking Standards:
Shared parking standards may NOT replace minimum parking standards in areas designated F3.

E) Parking supply may not exceed the minimum parking requirements outlined in the Use Standards by more than 15%.

F) Parking garages shall count as required parking.

4.3.2 USE STANDARDS

4.3.2.4 RESIDENTIAL

A) Residential Uses Defined:
Residential uses are those associated with buildings occupied for the purpose of long term human habitation, excluding lodging.
1) Residential uses shall provide designated parking at 2 spaces per dwelling unit. (no maximum density)
2) Parking for conditional uses and non-conventional unit sizes may be modified with approval of the Town Architect.

4.3.2.5 CONDITIONAL USES

A) Conditional Uses Defined:
Conditional Uses are considered exceptional situations that must have the approval of the Town Architect or district Design Review Board. The following may be acceptable conditional uses in areas designated F3:
1) Multifamily Residential:
Townhouse lots may be combined to create multifamily development parcels. Architectural massing shall remain consistent with that of surrounding uses, as determined by the Town Architect. Multifamily uses shall be allowed a maximum height of 4 stories and not exceed 20 dwelling units. A maximum of 25% of all combined F2 and F3 frontage may be used for Multifamily Residential.
2) Home occupation permitted

4.3.2.6 PROHIBITED USES

A) See prohibited use Table 4.01.

4.3.3 ARCHITECTURAL STANDARDS

Architectural standards shall be enforced by the Oasis Master Developer.

4.3.3.1 ARCHITECTURAL CHARACTER

All architectural design shall reflect the vernacular traditions of the Central Texas region. The following architectural standards allow for a variety of interpretations, both contemporary and historicist.

A) Building massing and facades
No single building facade type shall exceed 30' in length along the primary Build-to-Line; change in massing or materials shall constitute a change in facade type.

B) Exterior walls:
All exterior-building walls shall be finished in brick, native stone, cast stone, stucco, cementitious board (Hardie), or wood. Exterior insulation finishing system (E.I.F.S.) may not be used. Galvanized or weathered metal paneling is permitted, but may be used on no more than 50% of exterior elevations.

C) Change in materials:
Shall occur along a horizontal line (with the heavier material at the bottom), or at the joint along an inside corner. Facades shall include no more than three major materials.

D) Awnings and canopies:
Shall be made of sheet metal or canvas membrane. Plastic, fabric or vinyl awnings are not permitted. Trellises and sun shading devices are recommended and shall be made of wood or metal.

E) Roofs
1) Pitched roofs:
Pitched roofs may be clad in painted or galvanized metal, clay or concrete tile. No composition shingles are permitted. Pitched roofs shall be symmetrical gable, hip, or barrel vault with a pitch no less than 3/12. Porch and arcade roofs may be 2/12 min. Pitch. Mansard roofs are not permitted.
2) Flat roofs may be made of built-up roofing or a membrane roofing system.
3) Roof penetrations and rooftop mechanical systems shall be screened or setback from view at street level.

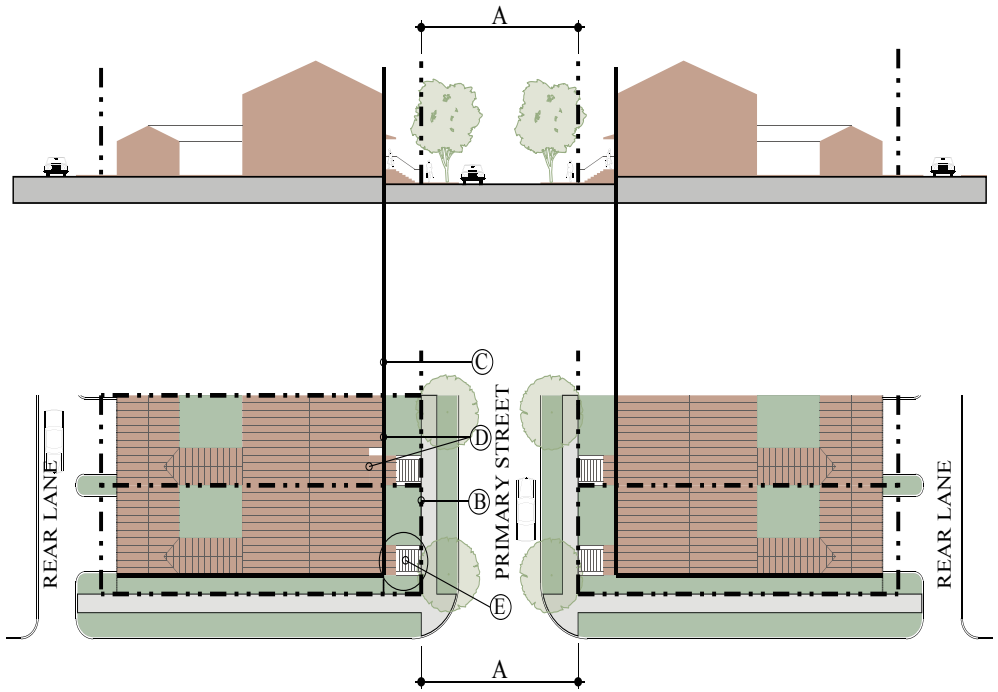


Figure 4.3: Frontage Type - Townhouse

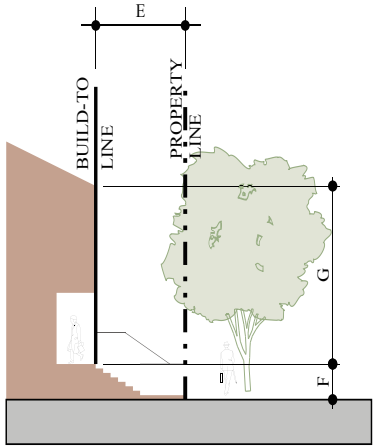


Figure 4.3a
TYPE F3 with RECESSED STOOP

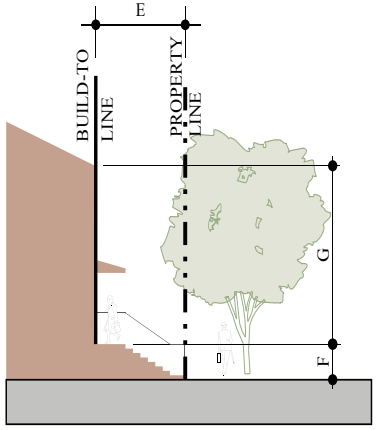


Figure 4.3b
TYPE F3 with PROJECTING STOOP

KEYED NOTES
Frontage Type F3: Townhouse

- (A) Right of Way; see street types and standards
- (B) Property Line:
- (C) The Build-to-Line, 10' setback from the property line
- (D) Primary Building Facade; constructed along 80% of the length of the Build-to-Line
- (E) Porch/Stoop Encroachment
- (F) First floor elevation min. 24" above sidewalk
- (G) Building height; 2 stories or 25' minimum; 3 stories maximum

4.4.1 DEVELOPMENT REGULATIONS

4.4.1.1 BUILDING PLACEMENT

A) Build-to Line:
A 20' setback from the front property line
1) Primary building facade shall be constructed along a minimum of 50% of the total length of the Build-to-Line.

B) Rear and side setbacks:
1) 5' rear setback
2) 2.5' side setback on one side; 10' side setback on opposite side.
3) 10' street sideyard setback where the lot occupies the end of a block.

D) Encroachment:
Corner towers, bay windows, or canopies with occupied or unoccupied space may encroach a maximum of 3' beyond the Build-to-Line. No corner tower shall have more than 300 SF on the ground floor encroaching beyond the Build-to-Line.
1) Stoops, porches or balconies may encroach a maximum of 10' beyond the Build-to-Line.
2) If a stoop is provided, it shall be a minimum of 30 square feet.
3) If a porch is provided, it shall be a minimum of 8' deep.

E) Pedestrian Passageways:
None required

F) Covered sidewalks:
Not required

J) 1st Floor Elevation:
The finish floor of the first level shall be a minimum of 24 inches above the sidewalk.

K) Minimum and Maximum Wall Height:
The maximum building height shall be two and one-half stories. Buildings shall be a minimum of two stories at the primary building facade.

4.4.1.2 PARKING

A) Off street parking spaces shall be 9' in width by 18' depth, up to 10% of the total spaces may be assigned as oversized spaces with a width of 10' and a depth of 20'.

B) On-site parking is allowed only at the rear of the building.

C) On-Street Parking in front of building may be used to supplement minimum parking requirements (see Use Standards below)

D) Shared Parking Standards:
Shared parking standards may NOT replace minimum parking standards in areas designated F4.

E) Parking supply may not exceed the minimum parking requirements outlined in the Use Standards by more than 15%.

F) Parking garages shall count as required parking

4.4.2 USE STANDARDS

4.4.2.4 RESIDENTIAL

A) Residential Uses Defined:
Residential uses are those associated with buildings occupied for the purpose of long term human habitation, excluding lodging.
1) Residential uses shall provide designated parking at 2 spaces per dwelling unit plus 1 space per accessory dwelling unit. (no maximum density)
2) Parking for conditional uses and non-conventional unit sizes may be modified with approval of the Town Architect.

4.4.2.5 CONDITIONAL USES

A) Conditional Uses Defined:
Conditional Uses are considered exceptional situations that must have the approval of the Town Architect. The following may be acceptable conditional uses in areas designated F4:
1) Multifamily Residential is not permitted
2) Home occupation permitted
3) Ancillary units permitted

4.4.2.6 PROHIBITED USES

A) See prohibited use Table 4.01.

4.4.3 ARCHITECTURAL STANDARDS

Architectural standards shall be enforced by the Oasis Master Developer.

4.4.3.1 ARCHITECTURAL CHARACTER

All architectural design shall reflect the vernacular traditions of the Central Texas region. The following architectural standards allow for a variety of interpretations, both contemporary and historicist.

A) Building massing and facades
No single building facade type shall exceed 30' in length along the primary Build-to-Line; change in massing or materials shall constitute a change in facade type.

B) Exterior walls:
All exterior-building walls shall be finished in brick, native stone, cast stone, stucco, cementitious board (Hardie), or wood. Exterior insulation finishing system (E.I.F.S.) may not be used. Galvanized or weathered metal paneling is permitted, but may be used on no more than 50% of exterior elevations.

C) Change in materials:
Shall occur along a horizontal line (with the heavier material at the bottom), or at the joint along an inside corner. Facades shall include no more than three major materials.

D) Awnings and canopies:
Shall be made of sheet metal or canvas membrane. Plastic, fabric or vinyl awnings are not permitted. Trellises and sun shading devices are recommended and shall be made of wood or metal.

G) Roofs
1) Pitched roofs:
Pitched roofs may be clad in painted or galvanized metal, clay or concrete tile. No composition shingles are permitted. Pitched roofs shall be symmetrical gable, hip, or barrel vault with a pitch no less than 3/12. Porch and arcade roofs may be 2/12 min. Pitch. Mansard roofs are not permitted.
2) Flat roofs may be made of built-up roofing or a membrane roofing system.
3) Roof penetrations and rooftop mechanical systems shall be screened or setback from view at street level.

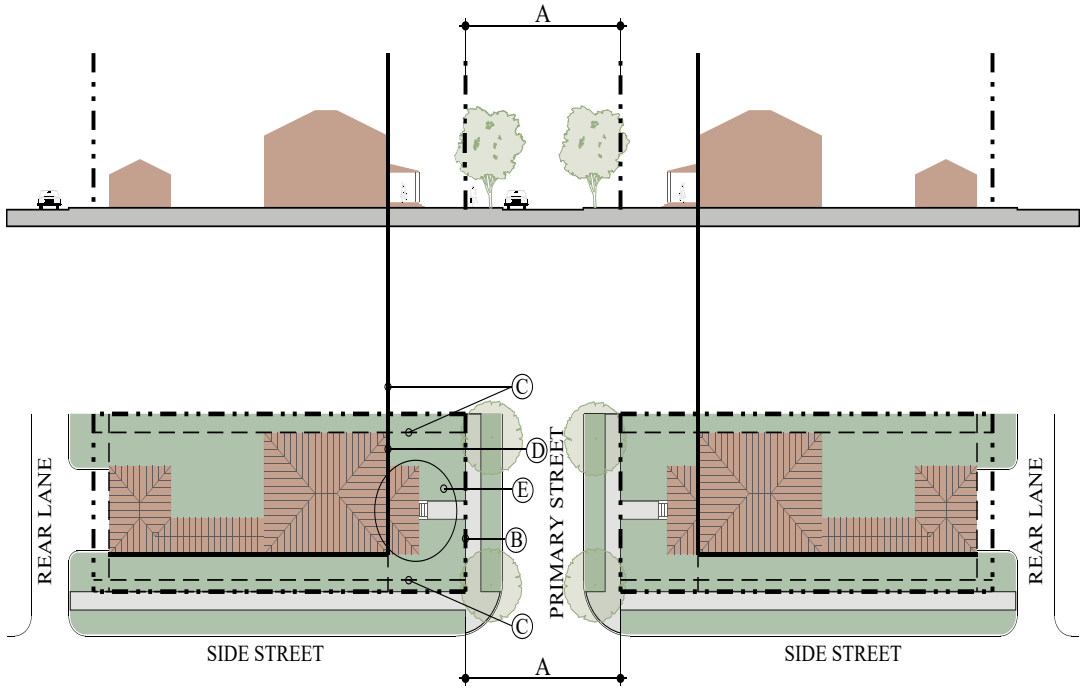


Figure 4.4: Frontage Type - Sideyard

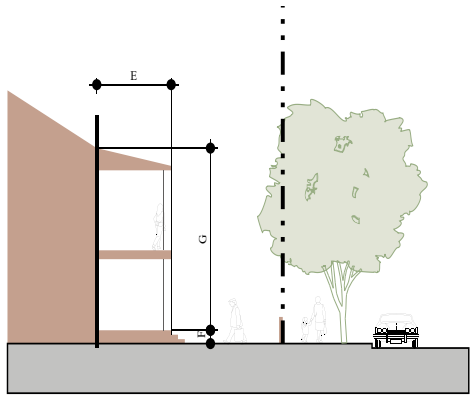


Figure 4.4a
TYPE F4 with COLONNADE

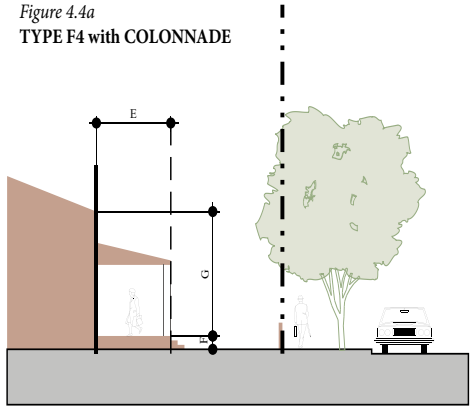


Figure 4.4b
TYPE F4 with ONE STORY PORCH

KEYED NOTES
Frontage Type F4: Sideyard

- (A) Right of Way; see street types and standards
- (B) Property Line:
- (C) The Build-to-Line, 20' setback from the front property line, 5' rear and side setback, 2.5' side setback on one side.
- (D) Primary Building Facade; constructed along 80% of the length of the Build-to-Line
- (E) Porch/Stoop Encroachment
- (F) First floor elevation min. 24" above sidewalk
- (G) Building height; 2 stories or 25' minimum; 2.5 stories maximum

4.4.1 DEVELOPMENT REGULATIONS

4.4.1.1 BUILDING PLACEMENT

A) Build-to Line:
A 90' setback from the front property line
1) Primary building facade shall be constructed along a minimum of 50% of the total length of the Build-to-Line.

B) Rear and side setbacks:
1) 5' rear setback
2) 5' side setback

D) Encroachment:
Corner towers, or canopies with occupied or unoccupied space may encroach a maximum of 30' beyond the Build-to-Line. No corner tower shall have more than 1,000 SF on the ground floor encroaching beyond the Build-to-Line.

E) Pedestrian Passageways:
None required

F) Covered sidewalks:
Recommended for primary student entries.

J) 1st Floor Elevation:
The finish floor of the first level shall be at grade with street sidewalk or made accessible to disabled persons in compliance with the Americans With Disabilities Act and Texas accessibility standards.

K) Minimum and Maximum Wall Height:
The minimum building height shall be two and maximum five stories. Ancillary structures may be one story.

4.4.1.2 PARKING

A) Parking spaces shall be 9' in width by 18' depth, up to 10% of the total spaces may be assigned as oversized spaces with a width of 10' and a depth of 20'.

B) On-site parking is allowed only behind the building.

C) On-Street Parking in front of building may be used to satisfy visitor parking requirements.

D) Shared Parking Standards:
Shared parking standards may NOT replace minimum parking standards in areas designated F5.

E) Parking supply may not exceed the minimum parking requirements outlined in the Use Standards by more than 15%.

4.4.2 USE STANDARDS

4.4.2.4 EDUCATIONAL

A) Educational Uses Defined:
Educational uses are those associated with buildings occupied for the purpose of educational instruction and related services, for public school grades Pre-K through 12.
1) Educational uses shall provide designated parking at one space per 575 gross square feet excluding ancillary structures, play fields, etc. Visitor spaces shall be included in the total parking allowed.

4.4.2.5 CONDITIONAL USES

None are allowed.

4.4.2.6 PROHIBITED USES

A) See prohibited use Table 4.01.

4.4.3 ARCHITECTURAL STANDARDS

Architectural standards shall be enforced by the Oasis Master Developer.

4.4.3.1 ARCHITECTURAL CHARACTER

All architectural design shall reflect the vernacular traditions of the West Texas region. The following architectural standards allow for a variety of interpretations, both contemporary and historic.

A) Building massing and facades
No single building facade type shall exceed 180 feet in length along the primary Build-to-Line; change in massing or materials shall constitute a change in facade type.

B) Exterior walls:
All exterior-building walls shall be finished in brick, native stone, cast stone, stucco or cementitious board (Hardie). Exterior insulation finishing system (E.I.F.S.) may not be used. Galvanized or factory finished metal paneling is permitted, but may be used on no more than 50% of exterior elevations.

C) Change in materials:
Shall occur along a horizontal line (with the heavier material at the bottom), or at the joint along an inside corner. Facades shall include no more than three major materials.

D) Awnings and canopies:
Shall be made of factory finished metal or other permanent roofing materials. Plastic, fabric or vinyl awnings are not permitted. Trellises and sun shading devices are recommended and shall be made of wood or metal.

G) Roofs
1) Pitched roofs:
Pitched roofs may be clad in factory finished or galvanized metal, clay or concrete tile. No composition shingles are permitted. Pitched roofs shall be symmetrical gable, hip, or barrel vault with a pitch no less than 3/12. Canopy, colonnade and arcade roofs may be 1/12 min. Pitch. Mansard roofs are not permitted.
2) Flat roofs may be made of built-up roofing or a membrane roofing system.
3) Roof penetrations and rooftop mechanical systems shall be screened or setback from view at street level, including adjacent public rights-of-way.

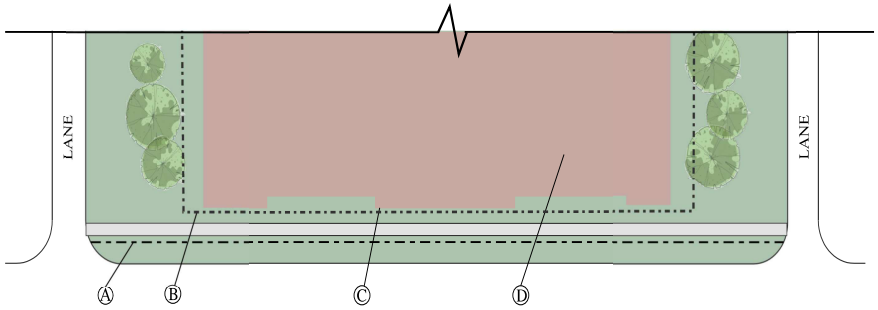


Figure 4.5: Frontage Type - Education

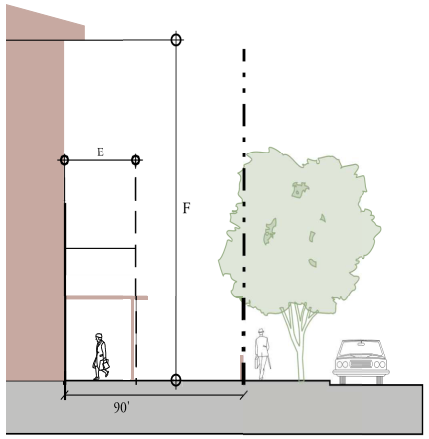


Figure 4.5a
TYPE F5 with ONE STORY PORCH

KEYED NOTES
Frontage Type F5: Education

Ⓐ Right of Way; see street types and standards
Ⓑ Property Line:
Ⓒ The Build-to-Line, 10' setback from the property line, 5' rear and side setback
Ⓓ Primary Building Facade; constructed along 75% of the length of the Build-to-Line
Ⓔ Porch/Stoop Encroachment
Ⓕ Building height 2 stories or 25' minimum, 5 stories maximum

HOW DO STREET TYPES AFFECT DEVELOPMENT?

The frontage types outlined in the previous section of these standards are paired with street types to define the general character and quality of public space within the plan. The Regulating Plan defines locations for each street type and frontage type. The remainder of the Development Standards fills in the gaps, specifying landscape and drainage requirements, utility locations, open space programming, etc.

SEQUENCING

All streets within the Oasis PD shall be built in complete block lengths. A block is defined as a section of street from the intersection of one perpendicular street to the next. If the street-type has a parallel alley, the alley and access to it must be built at the same time as the street.

The following street types are detailed in this section:

MS-78: Main Street 78' R.O.W.

BVD-VAR: Boulevard Variable R.O.W.

CS-65: Commercial Street 65' R.O.W.

CS-60: Commercial Street 60' R.O.W.

US-50: Urban Street 50' R.O.W.

US-45: Urban Street 45' R.O.W.

US-40: Urban Street 40' R.O.W.

CL-20: Comercial Alley 20' Access Easement

AL-20: Residential Alley 20' Access Easement

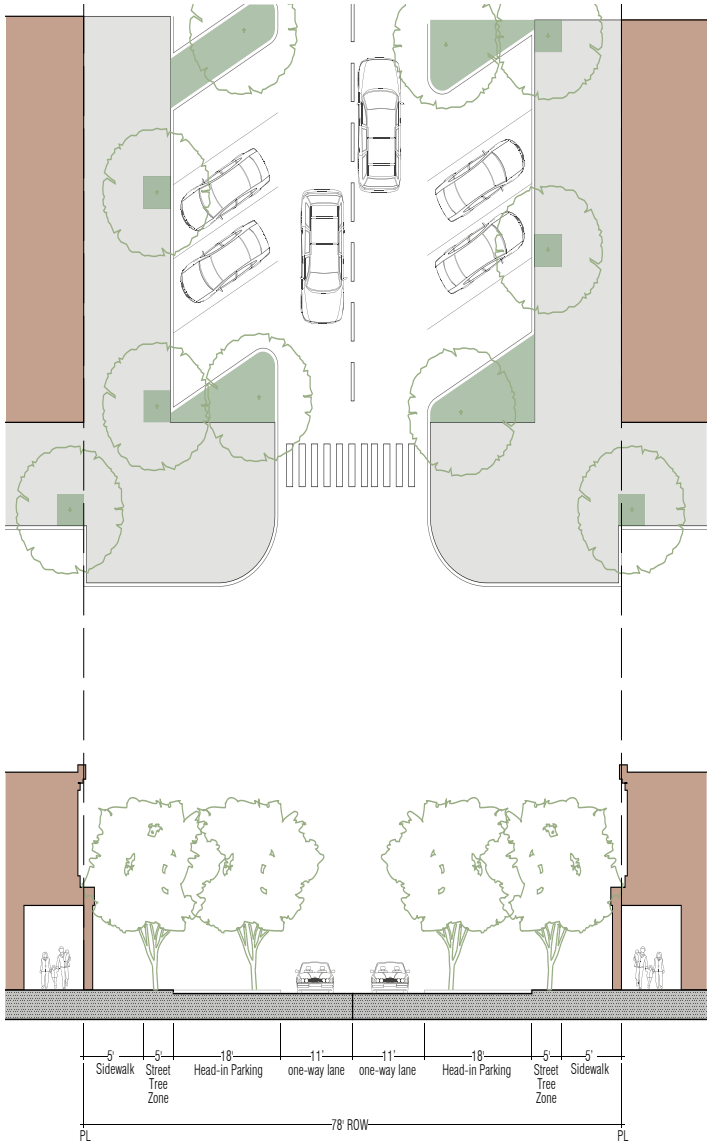
OWNERSHIP AND MAINTENANCE

All streets within the Oasis PD shall be built to meet City of Midland construction standards. However, geometric layout, design speed and details including bulb-outs, pedestrian crossings, sidewalks etc. shall be controlled by this Code.

Maintenance of streets and sidewalks in public rights-of-way shall be performed by a private property owners association as provided for in Section 13.5 of this Code.

Section 5.1

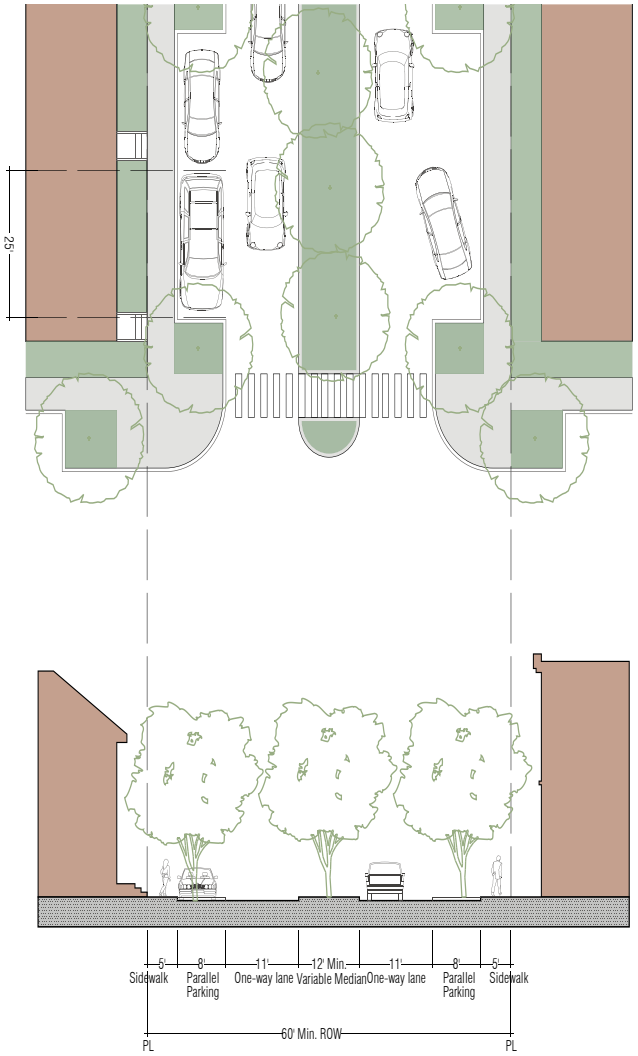
Street Type MS-78 : Main Street 78' R.O.W.



ROW	78'
DESIGN SPEED	25 mph
PAVEMENT WIDTH	58'
PARKING	Head-in both sides
CURB RADIUS	20' radius at street corners
STREET TREES	30'o.c. max.
MIN. CENTERLINE RADII.	166

Section 5.2

Street Type BVD-VAR : Boulevard Variable R.O.W.

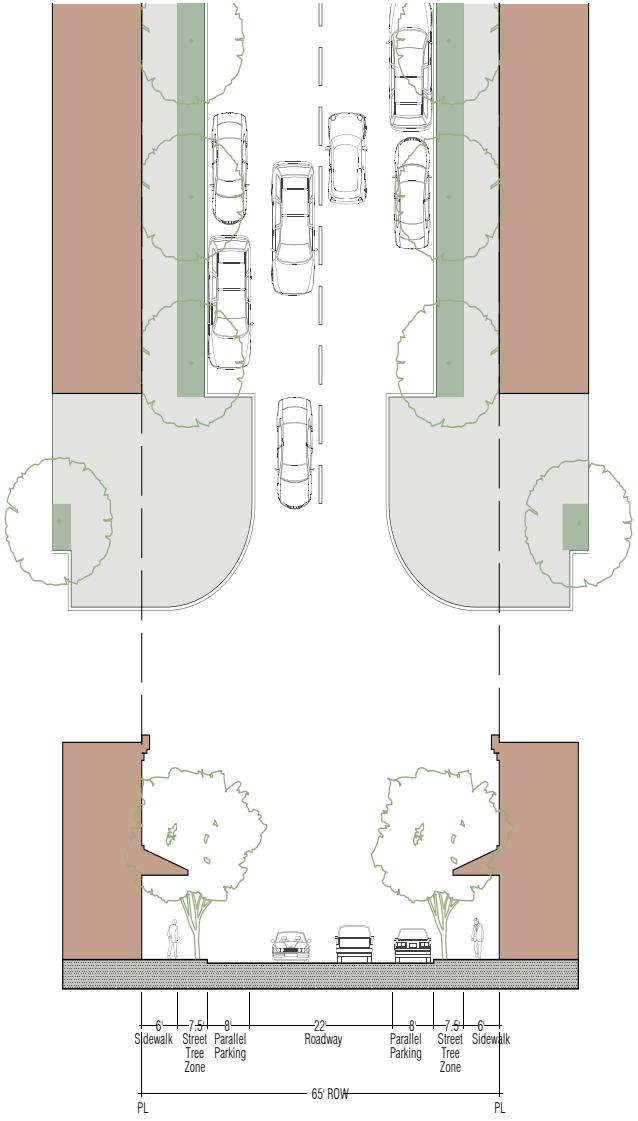


ROW	Min. 60'
DESIGN SPEED	25 mph
PAVEMENT WIDTH	38'
PARKING	Parallel either side (or none)
CURB RADIUS	20' radius at street corners
STREET TREES	30' o.c.
MIN. CENTERLINE RADII.	166'

PACKET

Section 5.3

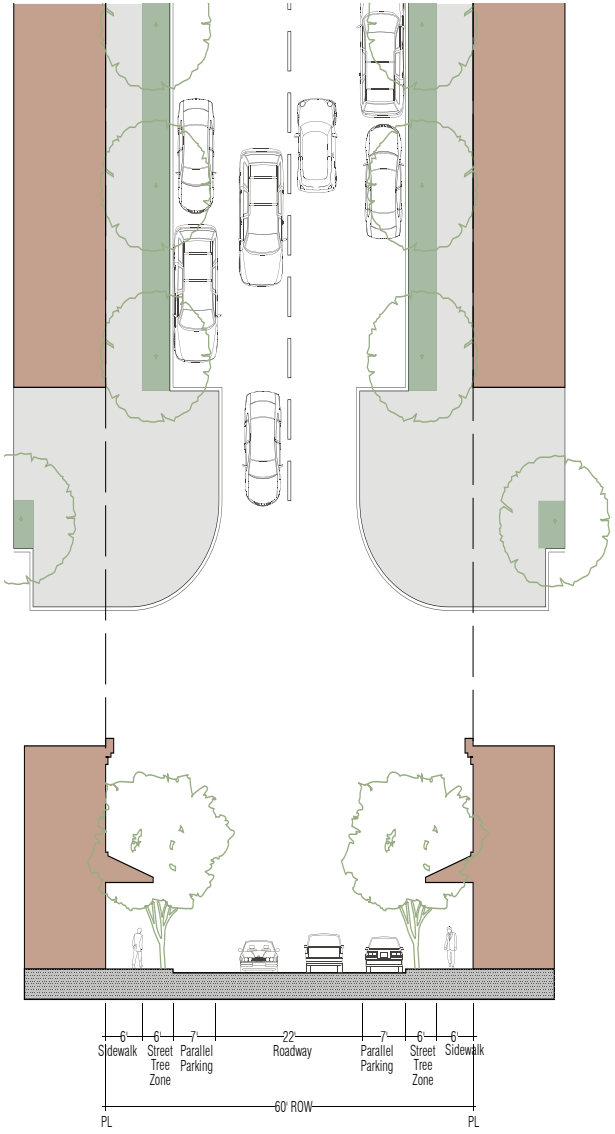
Street Type CS-65 : Commercial Street 65' R.O.W.



ROW	65'
DESIGN SPEED	25 mph
PAVEMENT WIDTH	38'
PARKING	Parallel both sides
CURB RADIUS	20' radius at street corners
STREET TREES	30' o.c.
MIN. CENTERLINE RADII	166'

Section 5.4

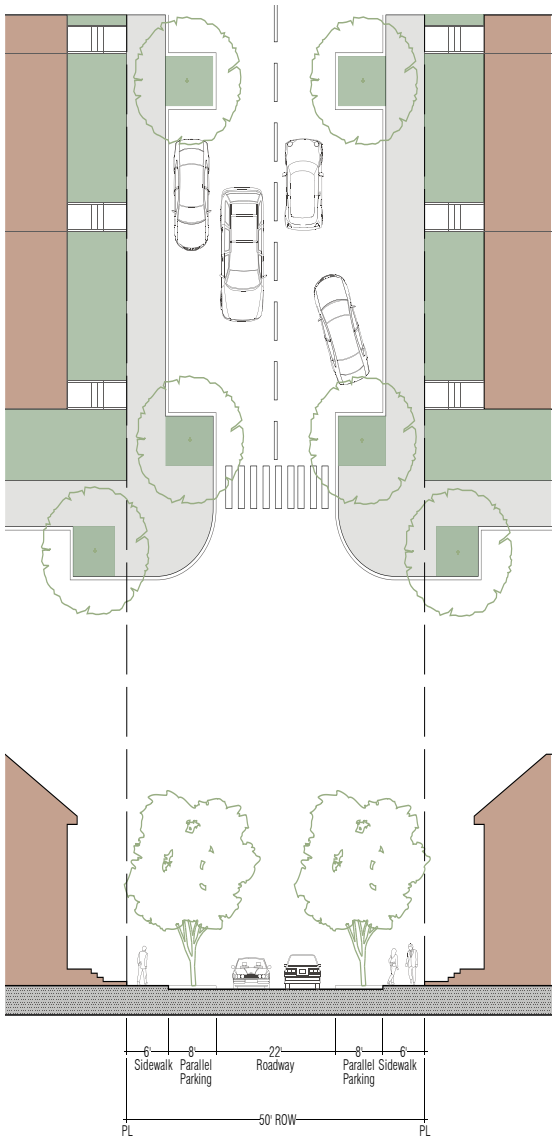
Street Type CS-60 : Commercial Street 60' R.O.W.



ROW	60'
DESIGN SPEED	25 mph
PAVEMENT WIDTH	22'
PARKING	None
CURB RADIUS	20' radius at street corners
STREET TREES	30' o.c.
MIN. CENTERLINE RADII	166'

Section 5.5

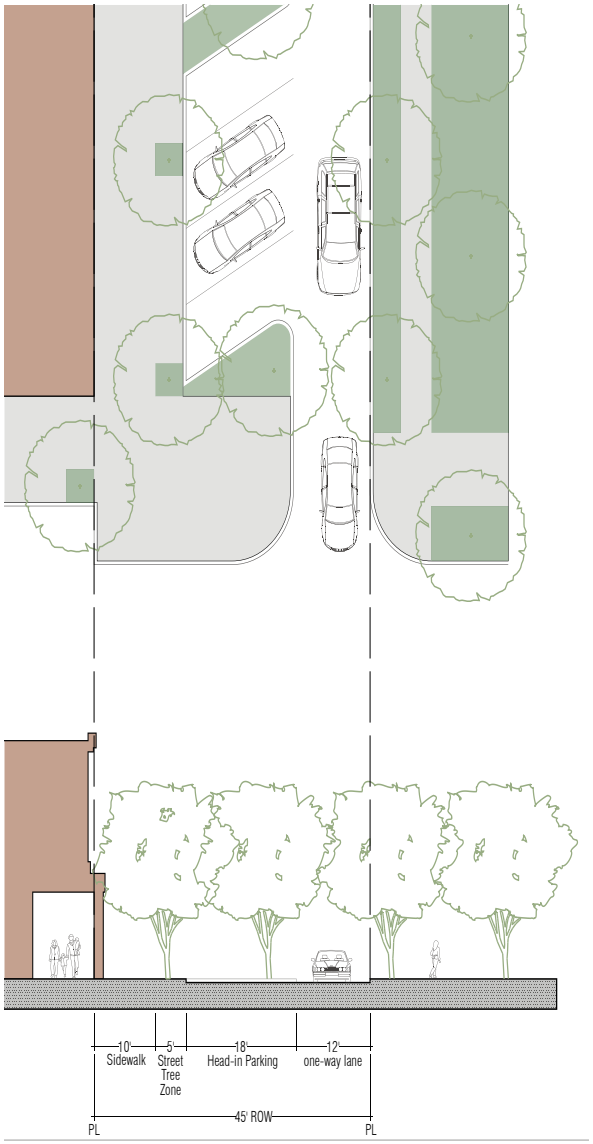
Street Type US-50 : Urban Street 50' R.O.W.



ROW	50'
DESIGN SPEED	20 mph
PAVEMENT WIDTH	38'
PARKING	Parallel both sides
CURB RADIUS	20' radius at street corners
STREET TREES	50' o.c.
MIN. CENTERLINE RADII.	90

Section 5.6

Street Type US-45 : Urban Street 45' R.O.W.

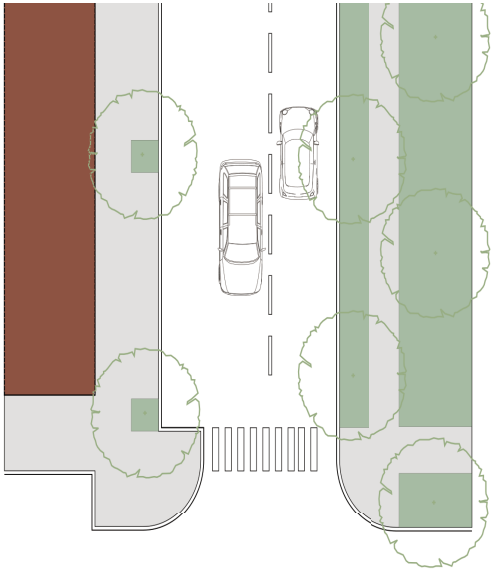


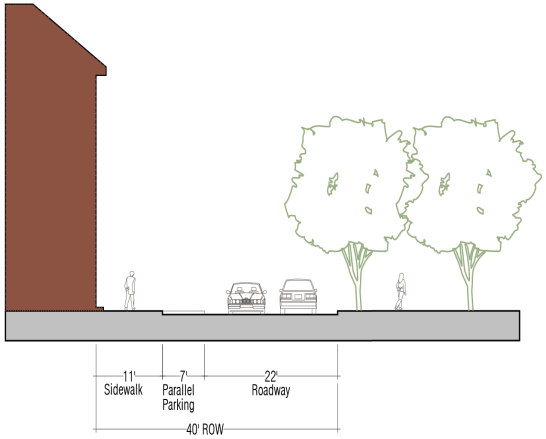
ROW	45'
DESIGN SPEED	20 mph
PAVEMENT WIDTH	30'
PARKING	Parallel or Head-in Parking one side
CURB RADIUS	20' radius at street corners
STREET TREES	30' o.c.
MIN. CENTERLINE RADII.	90'

PACKET

Section 5.7

Street Type US-40 : Urban Street 40' R.O.W.

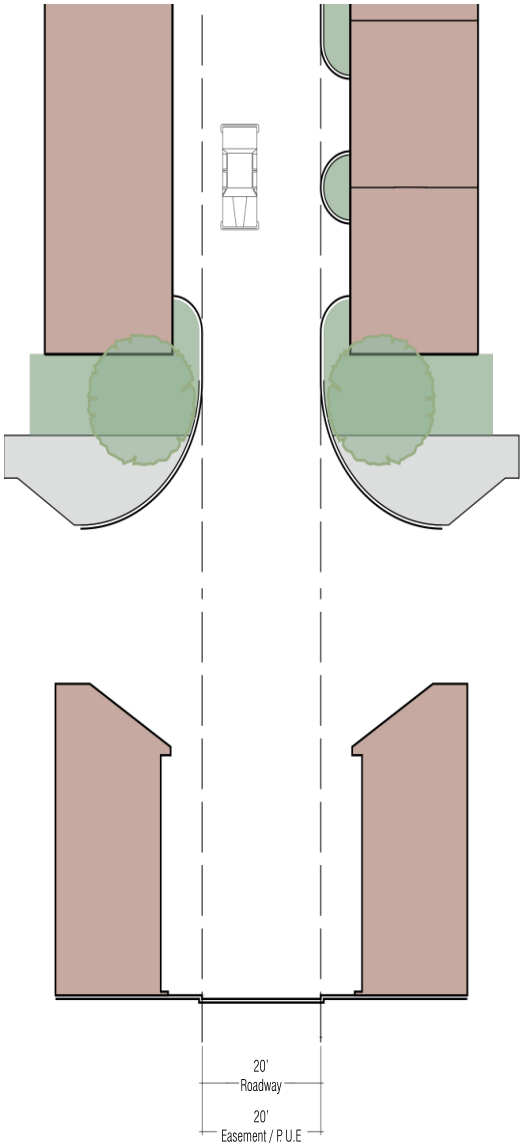




ROW/EASEMENT	40'
DESIGN SPEED	20 mph
PAVEMENT WIDTH	29'
PARKING	Parallel one side
CURB RADIUS	20' radius at street corners
STREET TREES	30' o.c.
MIN. CENTERLINE RADII.	90

Section 5.8

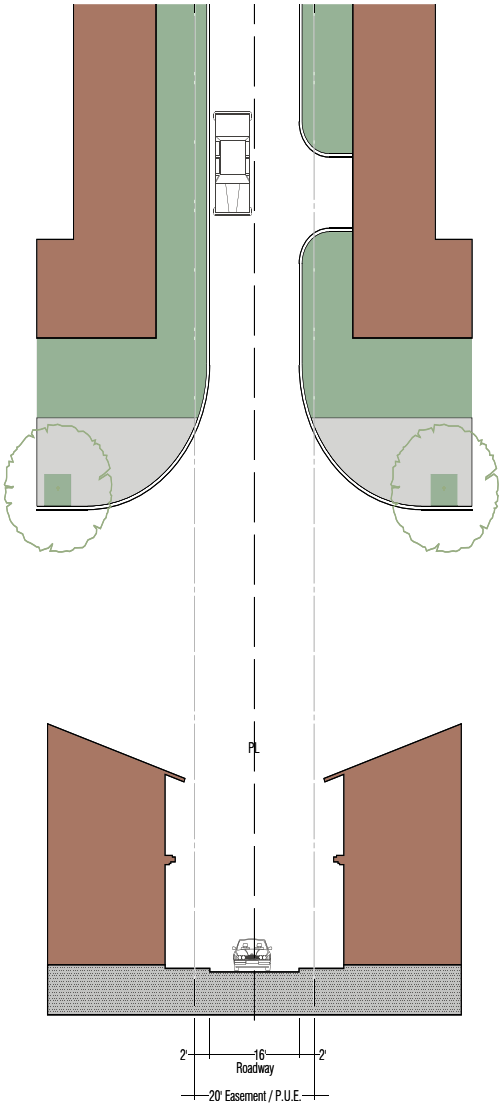
Street Type CL-20 : Commercial Alley 20' Easement



ROW/EASEMENT	20'
DESIGN SPEED	10 mph
PAVEMENT WIDTH	20'
PARKING	None
CURB RADIUS	20' radius at street corners
STREET TREES	None
MIN. CENTERLINE RADII.	50'

PACKET

Street Type AL-20 : Residential Alley 20' Easement



ROW/EASEMENT	20'
DESIGN SPEED	10 mph
PAVEMENT WIDTH	16'
PARKING	None
CURB RADIUS	20' radius at street corners
STREET TREES	None
MIN. CENTERLINE RADII	50

6.1 UTILITIES

All utilities must be located in 1) a Dedicated Utility Corridor within a Public Right of Way, 2) a public utility easement (P.U.E.) on a lot as indicated on a final plat, 3) or by separate dedication instrument. This includes both Dry Utilities and Wet Utilities. Except for temporary construction site offices, utilities shall be located underground. Dry Utilities in common trenches are allowed, providing required separation distances are maintained. Utilities must follow the pattern in the Typical Utility Corridor Section diagram unless the City Engineer or the City Engineer's designee authorizes deviation from the standards in the diagram.

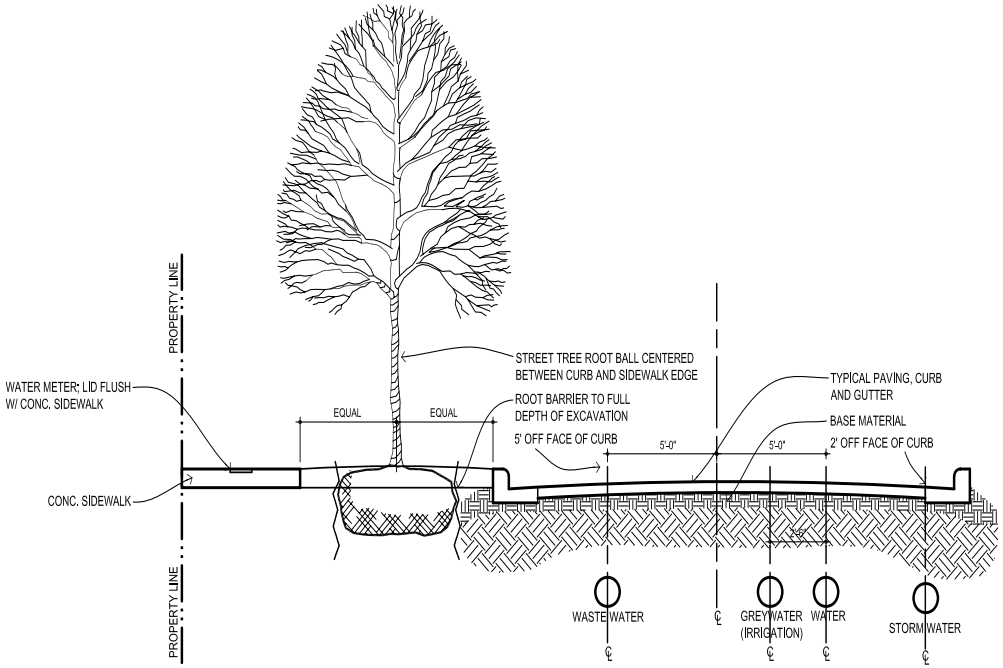
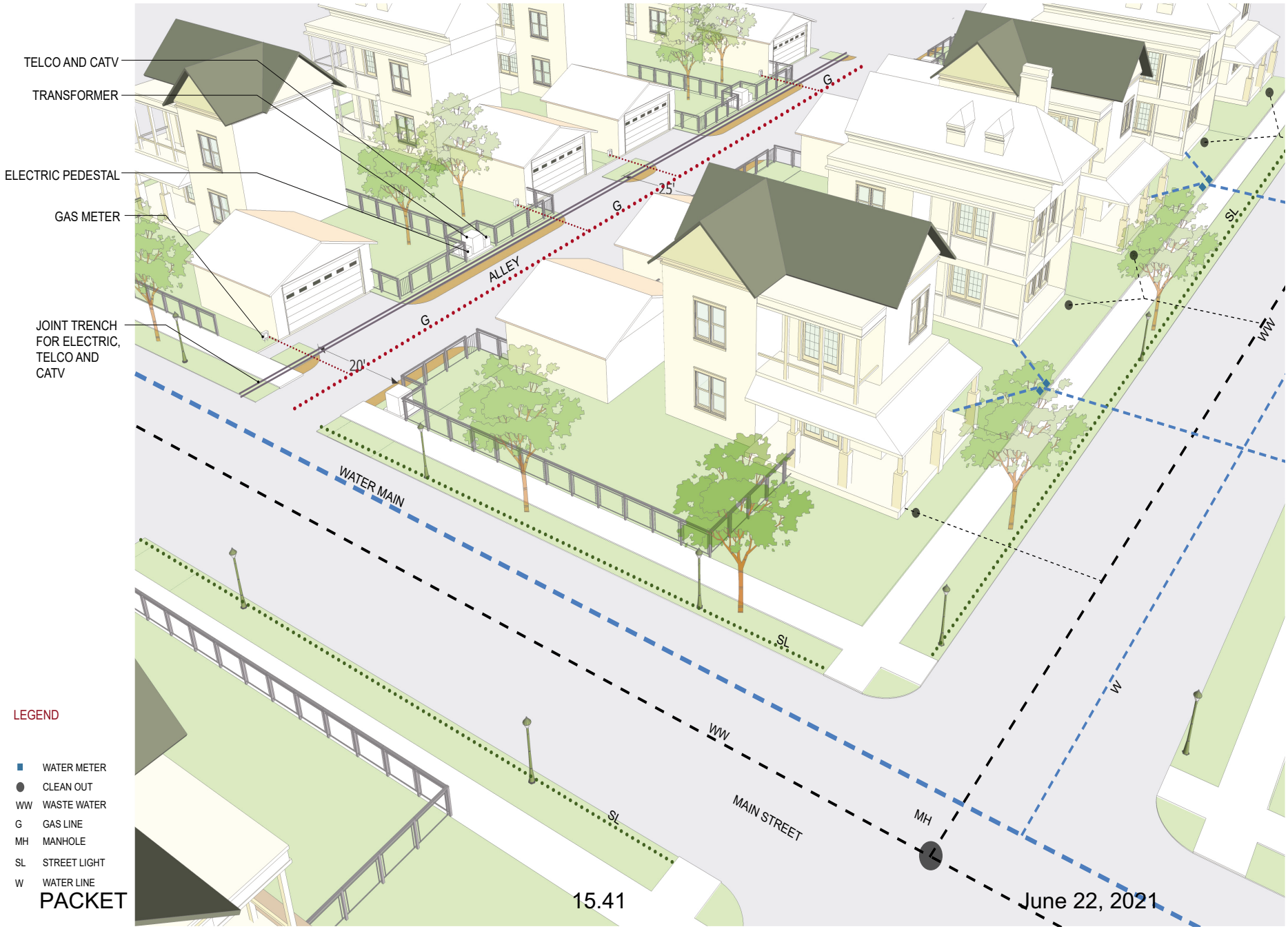


Figure 6a: **Typical Utility Corridor Section**

Fig. 6b: Assignments



PACKET 15.41 June 22, 2021

7.1 INTENT

The following is the intent of the public space standards:

· To create socially active and culturally vibrant public open spaces.

· To create a public open space system which becomes a source of community pride and an attractive feature for encouraging positive town growth.

· To provide for a range of public open space types for community use from highly developed public squares to larger more loosely programmed public greens and greenbelts.

· Public Spaces shall be privately owned, developed and maintained and publicly accessible.

7.2 DEFINITIONS & PROGRAMMING

7.2.1 PLAZA

A plaza is an open area adjacent to, or part of, a civic building or facility. Plazas function as gathering places and may incorporate a variety of temporary activities such as vendors and display stands. Plazas shall be no less than 75% paved in brick or another type of paver or crushed stone. Plazas shall be level, stepped, or gently sloping (less than 3% grade). The following sizes are recommended but may be larger or smaller depending on the building or facility design. The recommended minimum size is 2000 sf., and the recommended maximum size shall be 30,000 sf.

A) Plantings:
Plaza interiors may be left unplanted or may be planted with shade trees. If a programming element such as an outdoor cafe or seating area is incorporated then trees may be planted to provide shade. Arbors may also be used as shade elements. Street trees shall be planted as per Street Types Standards (see tree list in Landscape Guidelines).

B) Public seating:
Seating should be provided with exposure to both shady and sunny conditions. Benches or seat walls should provide seating for at 10 linear feet of seating per 1,000 square feet of plaza area.

C) Optional programming elements:
Optional programming elements might be music concerts, festivals, outdoor cafes or vending areas. Other elements may be considered if determined appropriate by the City.

D) Street Lamps:
Street lighting shall be provided along pedestrian path and marking entrances to the Plaza. At least on half of a foot candle of light shall be provided per 20 ft. of perimeter sidewalk. All street lighting shall be Metal Halide or color corrected LED light sources and shall have full cut-off shields to minimize light pollution.

D) Irrigation:
Irrigation is required for all landscaped areas within the Plaza.

7.2.2 SQUARE

An open space, spatially defined by the facades of surrounding buildings (as a room is defined by its walls), usually surrounded by streets on at least two sides. Squares are at the intersection of important streets and are designed to accommodate public gathering and activities, usually with an area set aside for civic structures or monuments.

A) Shade Trees:
Shade trees (no less than 4 caliper inches at installation and container grown) shall be planted at no less than 1 tree per 2,000 sf. Street trees (as required in the Street Types Standards) shall count towards the minimum number of tree planting. Trees shall be limbed up to a minimum of 10' at maturity. (see tree list in Landscape Standards)

B) Small Flowering Trees:
Small Flowering Trees (no less than 2 caliper inches) shall be planted at no less than 1 tree per 2,000 sf in groupings no greater than 15' on center. (see tree list in Landscape Standards).

C) Lawn:
In areas requiring turfgrass, only shade tolerant varieties of turfgrass shall be allowed. Decomposed granite and other pervious paving is encouraged in all high traffic areas. Mulched beds and native grasses are encouraged to minimize irrigation demand. Solid sod shall have a sandy loam growing soil, not clay.

D) Street Lamps:
Street lighting shall be provided along pedestrian path and marking entrances to the Square. At least on half of a foot candle of light shall be provided per 20 ft. of perimeter sidewalk. All street lighting shall be Metal Halide or color corrected LED light sources and shall have full cut-off shields to minimize light pollution.

E) Public seating:
Public seating shall include metal, stone or concrete benches placed along pathways. Seating shall be a minimum of 10 linear ft. of seating per 1,000 sf. of square area. Other seating alternatives may be approved or by the Town Architect if they meet the criteria of long term durability and minimal susceptibility to vandalism.

F) Irrigation:
Irrigation is required for all landscaped areas. Irrigation shall be minimized through the use of native and drought resistant landscaping.

G) Drinking fountains:
At least two (2) shall be provided within a Square.

H) Other elements:
Plaza or Square shall incorporate at least one of the following as a primary organizing element to be approved by the Town Architect:

· Fountain or water feature
· Monument, sculpture or statue
· Gazebo, covered pavilion, or shade structure

7.2.3 GREEN

A Green is similar to a Square in that it is spatially defined by the facades of surrounding buildings surrounded by streets on at least two sides. A Green is more informally planted than a Square.

A) Shade Trees:
Shade trees (no less than 4 caliper inches and container grown) shall be planted at no less than 1 tree per 4,000 sf. Street trees (as required in the Street Types Standards) shall count towards the minimum number of tree planting. Trees shall be limbed up to a minimum of 10' at maturity. (see tree list in Landscape Standards)

C) Lawn:
In areas requiring turfgrass, only shade tolerant varieties of turfgrass shall be allowed. Decomposed granite and other pervious paving is encouraged in all high traffic areas. Mulched beds and native grasses are encouraged to minimize irrigation demand.

D) Street Lamps:
At least 1/2 of a foot candle of light shall be provided per 50 ft. of perimeter sidewalk. All street lighting shall be Metal Halide or color corrected LED light sources and shall have full cut-off shields to minimize light pollution.

E) Public seating:
Public seating shall include metal, stone or concrete benches placed along pathways. Seating shall be a minimum of 10 linear ft. of seating per 2,000 sf. of Green area. Other seating alternatives may be approved or by the Town Architect if they meet the criteria of long term durability and minimal susceptibility to vandalism.

F) Irrigation:
Irrigation is required for all landscaped areas. Irrigation shall be minimized through the use of native and drought resistant landscaping.

7.2.4 GREENBELT

Greenbelts are linear greenways or natural preserves which may feature walking or cycling trails and serve to buffer a neighborhood from surrounding non-compatible uses such as highway corridor or industrial district.

Uses may include large scale recreational uses such as golf courses, multiple playing fields, hike and bike trails or other program elements that help to create a green buffer. There are no tree planting requirements along ROWs for greenbelts. Greenbelts shall integrate the existing natural landscape. Newly landscaped area shall be compatible with existing vegetation. Shade trees shall be planted at 1 per 100 linear feet of trail and shall be 2" caliper container grown or 3" balled and burlapped or transplanted trees planted in naturalistic pattern.

7.2.5 PARK

An open space defined by surrounding buildings and vegetation and connecting with streets on at least two sides.

A) Paving:
Parks shall be naturally landscaped, not more than 10% paved.

B) Boundaries:
Parks will be bounded by streets on a minimum of 50% of their perimeter. Parks are encouraged to be entirely bounded by streets.

C) Size:
Minimum size shall be one (1) acre; maximum size shall be three (3) acres. Maximum park size may exceed three (3) acres if through design, the park creates a central open space that services an entire neighborhood or group of neighborhoods, or incorporates physical features which are an asset to the community (i.e., lake frontage, high ground or significant stands of trees.

7.3 IMPLEMENTATION

All public and private open space improvements shall be constructed or installed at the time of adjacent street and utility infrastructure construction. Park land dedication, fee in lieu or development of parks in value equal to fees in lieu will be accomplished as each 100 dwelling units are platted.



Figure 7a
PLAZA



Figure 7b
SQUARE

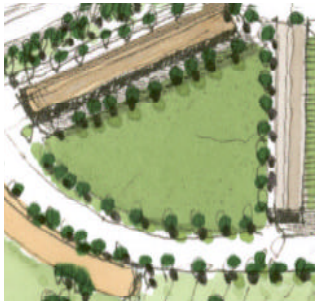


Figure 7c
GREEN



Figure 7d
GREENBELT

PACKET 15.42 June 22, 2021

8.1.THE PUBLIC LANDSCAPE

8.1.1 SOIL PRESERVATION
Wherever possible grades for thoroughfare and open spaces shall follow existing topography and drainage patterns. Areas to be left natural shall be fenced and undisturbed during construction. The soil structure for planting strips shall be protected from compaction with protective fencing. During construction, topsoil shall be removed, and stockpiled for later use.

8.1.2 COMPACTION
All planting areas shall be cultivated and top-dressed with organic matter. Deeply compacted areas shall be cultivated to a depth of one foot and top-dressed with an addition of loose topsoil, coarse sand and compost. Ballfields shall be underlain with a mix of coarse sand.

8.1.3 HYDROLOGY / DRAINAGE
All planting areas shall have drainage outlets achieve positive drainage. Playing fields shall be uniformly graded to a 2% -3% slope.

8.1.4 SITE CLEARING / EROSION CONTROL
To prevent erosion, clearing of easements and access routes should not occur more than 60 days prior to construction. Trees to be removed shall be taken down in a manner that will not impact any of the adjacent trees to remain. All trees will have crown and limbs removed before being felled and depending upon the density of vegetation the trunk shall be felled before the stump is removed. It is recommended that limbs and underbrush be chipped shredded and retained on site to be spread as a mulch after construction has finished. The boundary of construction sites shall be marked with a barrier and erosion control fencing on the downhill sides. No clearing operations will be allowed in an unmarked area. When construction is adjacent to a waterway, care should be taken to prevent any excavated material from spilling into the waterway by use of erosion control barriers.

8.1.5 TREE PROTECTION:
Protecting existing trees on site adds value and prevents additional planting costs. In areas of construction where trees are to be preserved, tree protection fencing must be installed and maintained at the dripline. No storage of materials or equipment is allowed within the dripline area of trees to be protected.

With the exception of Protected Trees as defined by the City's General Landscape Ordinance these Oasis landscape standards shall be adhered to in lieu of City's landscape regulations.

8.1.6 PLANT SELECTION
Trees may be selected from the lists outlined below. The use of native shrubs and ground cover species is encouraged given their adaptability to drought and indigenous soil conditions. Plant quality shall follow the highest Nursery Industry Standards.

8.2. PUBLIC OPEN SPACE TREES

8.2.1 STREETS, SQUARES, AND GREENS
The following is a list of trees that may be used in Squares and Greens, as well as for Street Trees. These trees were selected for their shade providing qualities and their ability to tolerate compaction, drought and pollution typically associated with heavily trafficked areas. Low maintenance and disease resistance are also important qualities for trees in this category. With pruning, these trees also have high a branching character so as not interfere with pedestrian and vehicular activities. Street trees shall have a single trunk and should be limbed up to a minimum of 14' at maturity. All street tree plantings shall utilize root barriers to prevent heaving of adjacent paving.

·Live Oak, Quercus virginiana
·Bur Oak, Quercus macrocarpa
·Texas Red Oak, Quercus texana
·Pecan, Carya illinoensis
·Bald Cypress, Taxodium distinctum
·Afghan Pine, Pinus elderica
·Mexican White Oak, Quercus polymorpha.

8.2.2 GREENBELT TREES

The following trees may be planted in Greenbelts (as defined in the Open Space Standards) This list of trees was selected for their more naturalistic character which is representative of the above listed public open spaces. Native species are encouraged given their adaptability to native soils and drought conditions:

Native Large Trees (Mature Height Over 30'):
·Texas Ash, Fraxinus texensis
·Bald Cypress, Taxodium distinctum
·Cedar Elm, Ulmus crassifolia
·Live Oak, Quercus virginiana
·Pecan, Carya illinoensis
·Bur Oak, Quercus macrocarpa
·Chinkapin Oak, Quercus muhlenbergii
·Texas Red Oak, Quercus texana
·Eastern Red Cedar, Juniperus virginiana

Non-Native Large Trees (Mature Height Over 30'):
·Arizona Cypress, Cupressus arizonica
·Austrian Pine, Pinus nigra
·Goldenraintree, Koelreuteria paniculata
·Italian Stone Pine, Pinus pinea
·Lacebark Elm, Ulmus parvifolia

Native Small Trees (Mature Height 30' or less):
·Crabapple, Malus spp.
·Eve's Necklace, Sophora affinis.
·Goldenball Leadtree, Leucaena retusa.
·Mexican Redbud, Cercis canadensis var. mexicana.
·Mexican-Buckeye, Ungnadia speciosa.
·Pinyon Pine, Pinus edulis.
·Prairie Flameleaf Sumac, Rhus Lanceolata.
·Texas Mountain Laurel, Sophora secundiflora.
·Texas Walnut, Juglans microcarpa.
·Desert Willow, Chilopsis linearis
·Texas Persimmon, Diospyros virginiana
·Texas Pistache, Pistacia texana
·Mexican Plum, Prunus mexicana
·Texas Redbud, Cercis canadensis texensis
·Vitex, Vitex agnus-castus

Non-Native Small Trees (Mature Height 30' or less):
·American Smoketree, Cotinus obovatus
·Crape Myrtle, Lagerstroemia indica
·Chinese Pistache, Pistacia chinensis

8.2.3 PARKS
Shade trees shall be 3" caliper container grown or 4" balled and burlapped trees planted in naturalistic pattern. At least 1 tree per 5,000 sf shall be planted. Existing hardwood trees may count toward the minimum number of trees. Trees may be grouped to allow for large lawn cover areas (see tree list in Landscape Standards 8.2.2)

B) Small Flowering Trees:
Small flowering trees(no less than 2 caliper inches) shall be planted in groupings at no less than 1 per 5,000 SF. (see tree list in Landscape Standards).

C) Lawn:
Lawns shall include Bermuda grass in sun to partly shade conditions; St. Augustine shall be provided in dense shade. In conditions with a more natural landscape character, coverage should be a mixture of native grass and wildflower seed. This mixture should contain a minimum of three (3) different species of grass and five (5) different species of wildflowers.

D) Street Lamps:
Street lamps shall be provided along pedestrian paths and at entrances to a Square or Plaza. At least 1/2 of a foot candle must be maintained.

E) Public seating:
Public seating shall include metal, stone or concrete benches placed along pathways. Seating shall be provided at no less than ten linear feet of seating per 10,000 SF of park area.

F) Irrigation:
Irrigation is required for all landscaped areas.

8.3 PARKING LOT LANDSCAPES

It is the intent of this section to establish standards in harmony with a city's landscape ordinance. However, due to the different development pattern (i.e. parking behind rather than in front of buildings) these standards shall apply where they may conflict with the landscape ordinance, including the Buffer requirements.

8.3.1 LANDSCAPE ISLANDS
In parking lots, landscaped islands must be provided at the end of all parking rows. Landscaped islands shall have a minimum width of 9 feet measured from back of curb to back of curb. A continuous poured-in-place concrete curb shall be provided around parking islands to prevent vehicular intrusion.

8.3.2 TREE ISLANDS
In addition to landscaping islands at the end of all parking rows, tree islands shall be incorporated into the parking lot layout every eight spaces to provide for additional shade. Tree islands shall incorporate a continuous poured-in-place concrete curb and shall be a minimum of 5' from back of curb to back of curb.

8.3.3 PARKING LOT TREES
In parking areas, two shade trees shall be planted in landscape islands at the end of all parking rows. A shade tree shall be installed no further than 30' from each stall. In addition, one shade tree will be provided for each five perimeter parking spaces. The parking lot trees will be a minimum 4 inch caliper balled and burlapped or 3 inch caliper container grown.

8.3.4 STREET TREES
Street trees shall be installed in locations shown on Street Types (Section 5.0), and shall be a minimum of 4" caliper, container grown with a minimum branching height of 9'-0".

8.3.5 MAXIMUM AREA OF PARKING SECTIONS
Parking areas shall be broken into individual sections not to exceed 60 cars. Each section shall be separated by a 10' wide major landscaped buffer to provide visual relief.·

8.3.6 PARKING LOT SCREENING
Any parking lot fronting along a Build-to-Line shall be landscaped at the perimeter and screened from view. A landscaped strip at least three feet wide shall be planted with a shrub hedge at least 30 inches in height at the time of installation and a mature height of 4' to 5'.

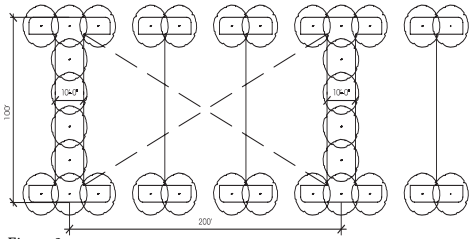


Figure 8a
MAXIMUM PARKING AREA

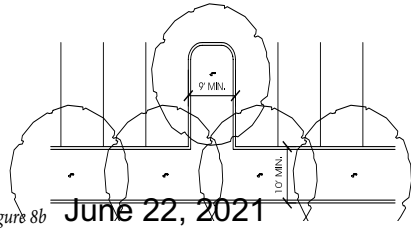


Figure 8b
LANDSCAPE ISLANDS

PACKET 15.43 June 22, 2021

8.3.7 STORAGE SCREENING
All loading and storage areas for commercial uses shall be screened from view from public streets and public open space. This provision includes above grade utility transformers, meters, valve boxes or other such apparatus. Screen elements may include permanent walls, fences, plant material or architectural enclosures. Open storage of goods, materials, machinery, equipment, vehicles, plants, trash or other items shall be similarly screened from public view.

8.3.8 IRRIGATION
All landscape areas shall be irrigated with the exception of natural areas and undeveloped areas. All irrigation systems are to be below ground, fully automated systems and in compliance with applicable building code requirements. The use of drip irrigation for shrubs and trees is acceptable. All backflow control devices are to be installed in below-grade Valve boxes or located and screened so that they are not visible from public streets or parking lots. All parking areas, drives and walks are to be "trimmed" to minimize spray onto pavements. Owners shall be required to irrigate to back of the curb of public roads. Oasis will provide reclaimed waste water to all irrigation users.

8.3. EXISTING TREE LOCATIONS
If specimen quality existing trees of 16" DBH or greater are encountered in tree surveys subsequent to the formulation of these standards, modifications to the layout of streets and walks may be considered. Refer to section 11.0 for Revisions to the Regulating Plan.

8.4 IMPLEMENTATION

All public landscape improvements shall be constructed or installed at the time of adjacent street and utility infrastructure construction.

9.1 STORM WATER MANAGEMENT

A Regional Storm water Management approach is desirable for the Oasis District. The benefits of a regional approach to providing storm water detention over an on-site approach are many. They include the following:

- A greater level of confidence in the hydraulic performance of the regional facilities;
- Less land area required thus increasing taxable land base in the District;
- Centralized, focused long term maintenance and thus a greater level of confidence in the long term function of the regional facility;
- Less overall construction, design, and administration costs;
- The ability to combine the regional facilities into an amenity area.

9.2 DRAINAGE STANDARDS
The Oasis District is anticipated to be a moderately high density and impervious cover area and as such the management of storm water runoff will be essential and critical to the ongoing health, safety, and welfare of not only the District, but also areas downstream of the District.

9.3 FLOODING CONDITIONS
There is increased potential for downstream erosion and degradation of water quality due to the increase in frequency of storm water runoff by the smaller more frequent storm events and corresponding increase in storm runoff volume. The increase in volume of runoff and frequency of storm water runoff events will have the effect of eroding the natural downstream waterways and further the potential for flooding. The effects of this can be mitigated by providing detention for the higher frequency (smaller) storm events and/or providing extended detention or a combination of detention/retention.

9.4 REGIONAL DETENTION
Due to the location of the Oasis District and its direct interface with the Midland County detention facility, accomodating approximately the north half of the project. The south half of the project shall drain to a combination of common area detention facilities.

9.5 WET PONDS
Detention may be combined with irrigation reservoirs and/or aesthetic ponds. Sufficient free board shall be designed into the pond to allow for adequate detention volume. These ponds may also be used to create man made wetlands where appropriate.

9.6 TIME OF IMPLEMENTATION
As with open space and landscape improvements, the implementation of drainage and water quality improvements outlined in this section shall be simultaneous with the development of sub basin served by the various drainage phases.



Figure 9a: Storm water management facilities can become a community amenity. (Hogan Park Golf Course, Midland, TX)

Section 10.0
Not Used

Section 11.0
Lighting Standards

11.1 GENERAL INTENT

A) Street lights shall be decorative and blend with the architectural style of the buildings in the Oasis District. Exterior lighting in the Public right-of-way will be coordinated with the electric utility provider. Standards for exterior lighting of private development such as parking areas and public spaces shall be subject to the regulations below and enforced by the Master Developer.

B) Street lights and site lights shall provide adequate lighting, while minimizing adverse impacts, such as glare and upward oriented glow. House side shields shall be provided where abutting a residential use. 'Dark Sky' protocols shall be integrated to the greatest extent possible.

11.2 PLACEMENT

A) Along all commercial or mixed use streets, parking areas, sidewalks, walkways, courtyards, community greens, and common open spaces, twelve to fourteen foot high decorative light posts shall be provided at regular intervals. Post shall be spaced at no greater than 60 feet on center on both sides of a commercial or main street and at all street intersections. Lighting on residential streets should be confined to the intersections and corners. Lighting standards shall be consistent throughout each district.

1) Lighting level along commercial streets shall be no less than one-half foot candle and shall be no greater than two foot candles.
2) Lighting level at an intersection of two residential streets (excluding alleys or access easements) shall be no less than one foot candle and shall be no greater than three foot candles.
3) Lighting level at an intersection of a commercial street and any other street (excluding alleys or access easements) shall be no less than one foot candle and shall be no greater than three foot candles.
4) Lighting level in parking lots shall be no less than one foot candle and shall be no greater than two foot candles.

B) In parking lots, post heights may be extended to a maximum of 18 feet.

11.3 TYPES

A) Use of metal halide or color corrected LED light sources are required. High pressure and sodium and non-color corrected mercury vapor light sources may be considered in special circumstances.

B) Porch light and yard post lighting are encouraged in residential areas. Where yard post lighting is used post and luminaires shall be of compatible styles.

12.1 INTENT

The following Standards address the number, location, size and types of allowable signs throughout the Oasis District. These signage standards take precedent over the Midland Signage Ordinance and shall be enforced by the Master Developer. Where this section is silent, the standards of the Midland Sign Ordinance, if any, shall apply.

12.2 TYPE AND PLACEMENT

12.2.1 SIGNS AND EXTERIORS
Signing should be designed to directly relate to the exterior design of the building. Signing should not cover important features or cross transitions between features. Signing should be at the first floor level, should not project above the cornice or facia line, and should be primarily oriented to the pedestrian with the exception of the commercial district. However, lettering on second story windows, to identify separate uses located there, is appropriate. Anchor tenants (10,000 sq. ft. or greater) may place signage to within two feet of highest point of facade.

12.2.2 PROJECTING SIGNS
Signs should generally be flush with the facade and not protrude more than eight (8) inches from the wall. Projecting signs may be considered when the sign does not conflict with the building's exterior design.

12.2.3 OTHER PERMITTED SIGNS
Under-canopy shingle type signs and signing painted on canopies or awnings are permitted. Symbolic three-dimensional signs, such as barber poles, are encouraged. Moving and rotating signs are not permitted.

12.2.4 FREESTANDING SIGNS
Freestanding signs are allowed to identify a district, or multiple-business complex. In a multiple business complex one permanent directory or freestanding master identification sign, not to exceed twenty-five (25) square feet per sign face, is allowed at each main entrance to a public street.

12.2.5 SHINGLE SIGN STANDARDS
Shingle sign, also known as blade or projecting signs, may be permitted to be placed on a building frontage only if all of the following Standards are met:

A) Context
The sign is historically accurate or appropriate for the building

B) Visibility
The sign does not impair the visibility of adjacent signs

C) Materials
The size, location and materials of the sign are compatible with the building and conform to the requirements of this section.

D) Height
The height of the sign does not extend above the cornice line of a one story building or the sill of a second floor window.

12.2.6 SIGN CONTENT
A permanent sign is limited to the name and graphic logo of the business, the type of service rendered, the principal brand names or classification of merchandise for sale, and street address. Street addresses are mandatory for each building. Brand names may occupy not more than twenty five percent (25%) of the allowable sign area, except for storefront window signs.

12.2.7 NEON SIGNS
Neon signs are permitted only when all of the following Standards are met:

A) Visibility
The sign does not impair the visibility of adjacent signs.

B) Materials
The sign, location and materials of the sign are compatible with the building and conform to the other requirements of this Section.

C) Associated Use
The sign is more appropriate than an otherwise illuminated sign because of its associated use (e.g. nightclub).

12.3 ALLOWABLE SIGN AREA

12.3.1 MAXIMUM SIGN AREA
A maximum area of one-half (1/2) square foot of signing may be permitted for each linear foot of a business on a primary frontage (facing a public street, public parking lot, or public space) not to exceed forty (40) square feet on any one frontage. A maximum of one-fourth (1/4) square foot of signing may be permitted for each linear foot of a business on a secondary frontage (facing an alley, private driveway, an adjacent building, private parking or service area) not to exceed twenty (20) square feet on any one frontage.

12.3.2 APPLICABILITY
The maximum area of signing noted above shall apply to all wall, window and projecting signs and signs painted on awnings. Further, shingle signs shall not exceed twenty (20) square feet per sign face and shall not project more than five (5) feet from the wall. Shingle signs located under canopies may be the width of the canopy.

12.3.3 FIRST FLOOR SIGNS
Each business with first floor frontage or direct sidewalk access may have a pedestrian-oriented sign attached below a canopy not exceeding five (5) square feet per sign face and with a minimum clearance of eight (8) feet above the sidewalk. Such a sign will not count as part of the maximum business sign allowance.

12.3.4 MULTIPLE TENANT SIGNS
Multiple business directories are intended to address situations where businesses have limited visibility from the adjacent street, and may be permitted when not exceeding two (2) square feet per tenant and twenty (20) square feet total per sign face. Such a sign will not count as part of the maximum business sign allowance.

12.4 MATERIALS

Signs should be painted and/or carved wood, wrought iron, cut out, non reflective metal lettering such as brass, or glass (including stained glass). Signs painted directly on plain surfaces, windows and canvas awnings are generally appropriate. Three dimensional metal "box" signs are not permitted. Decorative neon identification signs may be used as an accent or design feature, but shall not dominate the general appearance of the facade.

12.5 ILLUMINATION

12.5.1 INDIRECT ILLUMINATION
Illumination should generally be indirect such as that provided by "goose necked" light fixtures. In some instances, signs may be flood-lighted or may utilize exposed LED light bulbs.

12.5.2 ILLUMINATED SIGNS NOT PERMITTED
No interior-illuminated signs are permitted. Fluorescent, flashing, and intermittent illumination is not permitted.

12.6 TEMPORARY SIGNS

12.6.1 STORE EVENTS
Temporary signs pertaining to special store events or sales lasting no more than thirty (30) days may be painted or affixed to display windows provided that their total area shall not exceed twenty-five percent (25%) of the window area.

12.6.2 TEMPORARY BANNERS
Banners or other promotional signs may be displayed for up to thirty (30) days. The same or similar signage shall not be replaced within thirty (30) days after removal.

12.7 NON-CONFORMING SIGNS

Non-conforming signs or sign structures shall be removed upon change in tenancy or ownership of the business identified by the sign. No change in copy and/or reuse of non-conforming sign or sign structure shall be permitted in order to identify a new business, product, tenant or occupant.

12.8 UNUSED SIGNS

12.8.1 UNUSED SIGNS
Any sign existing as of or after the effective date of these Standards, which no longer advertises a bona fide business conducted or a product available for purchase by the public, shall be taken down and removed by the owner, agent or person having the beneficial use of the building or structure or land upon to do so.

12.8.2 SIGN REMOVAL BY CITY OR DEVELOPER
Upon failure to comply with such notice within the time specified in such order, the Developer is authorized to cause removal of such sign and any expense incident thereto shall be paid by the owner of the building or structure to which such sign is attached or, if the sign is not attached to a building, then such expense shall be paid by the owner of the sign.

12.9 ILLEGAL CONSTRUCTION

If the Developer finds that any sign has been constructed or erected, or is being maintained in violation of the provisions of this Section, they shall give written notice of such conditions to the permittee. In the event no valid permit exists, the owner will remove or alter the sign so as to comply with this section within thirty (30) days after such notice. Such signs may be removed or altered to comply at the expense of the permittee or the owner of the property upon which the sign is located.

12.10 STREET ADDRESS SIGNS

Building shall display a numerical address sign indicating the legal address in letters not less than four inches in height and clearly visible from the public street.

12.11 PROHIBITED SIGNS

All auto oriented pylon, pole mounted berm mounted, or off-premise identification signs are prohibited. Off-premise directional signs may be approved on a case-by-case basis by the Design Review Board or Town Architect.

PACKET 15.46 June 22, 2021

13.1 ADOPTION AND REVISION OF THE REGULATING PLAN

The Regulating Plan for the Oasis District shall be included in the ordinance zoning for the area as the Oasis District.

13.2 REVISION OF THE REGULATING PLAN

13.2.1 MINOR REVISIONS

The Director of Planning, or their designee, may administratively approve minor revisions to the Regulating Plan if the Director determines that there are no adverse effects on areas that are part of a final plat nor to the overall intent of the Regulating Plan. The following shall be considered minor revisions:

A) The size of a District Area, including its building or structures, may be revised if the size is increased or decreased by not more than 10% and (a) the Director determines that the basic layout of the District remains the same and (b) the Regulating Plan functions as well as before the revision.

B) The location of a Frontage Type may be revised if the Director determines that the revised location is appropriate.

C) The location or size of an open space may be revised if the overall amount of open space does not decrease by more than ten percent, and the Director determines that the quality and functionality of the revised open space is the same or better.

D) A construction phasing plan for open space improvements may be revised to extend a deadline for completion by not more than six months after the adjacent streets are completed.

E) The locations of major utility facilities and easements may be revised if the Director determines the revised locations are more functional or appropriate.

F) The location of a civic site may be revised if the Director determines that (a)the revised location is appropriate, and (b) the transportation network, the infrastructure, and the overall land use mix are not adversely affected.

13.2.2 MAJOR REVISIONS

All revisions other than those described above are major revisions. Major revisions must be approved by the City Council through a rezoning of the property.

13.3 PRIORITY

Requirements of these standards supersede any inconsistent provisions of the City's Development Codes and Ordinances.

13.4 OTHER PERMITS REQUIRED

A) Building Permit Required
A building permit issued by the City is required for a structure within the District.

B) Construction Permit Required
A construction permit is required for development of more than 1,000 sq. ft. of site area if a building permit is not otherwise required.

C) Site Plan
A site plan must be submitted with the building or construction permit application. A building or construction permit may not be issued unless a site plan complies with these Regulations. A site plan must provide the following information, if applicable:

1. Locations and types of easements;

2. The locations of proposed utility connections;

3. Building location and gross building square footage;

4. Proposed use that complies with the Regulating Plan;

5. Locations, quantity, and dimensions of sidewalks, pedestrian ramps, driveways, parking areas, parking spaces, and off-street loading areas;

6. Information that shows compliance with accessibility requirements;

7. Landscaping, screening, and fencing;

8. Locations of protected trees and significant tree clusters;

9. An erosion and sedimentation control plan;

10. Lot size, setbacks, build-to lines, building height and building coverage;

11. Other information that may be required by the Town Architect or Design Review Board.

D) Architectural Standards
A building or construction permit may not be issued unless the Design Review Board or the Town Architect has certified that the proposed development complies with the architectural standards. This requirement applies to other than single family housing intended for sale.

13.5 PROPERTY OWNERS' ASSOCIATIONS

A) Conditions, Covenants, and Restrictions for all single family residential property within the Oasis District must be filed in the county real property records by the owner before a final subdivision plat may be approved, a lot sold, or a building permit issued.

B) Conditions, Covenants, and Restrictions must be approved by the Master Developer, and they must:

1. Create a Property Owners' Association (or Home Owners' Association) with mandatory membership for each property owner;

2. Establish Design Review Board(DRB) if no Town Architect is hired by the master developer.

3. Establish architectural standards that are in conformity with the requirements of these standards;

4. Collaborate with the Town Architect or DRB to review projects for compliance with the architectural standards and issue certificates of approval;

5. Provide for the ownership, development, management, and maintenance of private open space (except plazas owned by individual property owners), community parking facilities, community meeting halls, and other common areas;

6.Provide for the maintenance of the landscaping and trees within the rigth-of-way;

7. Require the collection of assessments from members in an amount sufficient to pay for its functions;

8. Be effective for a term of not less than 50 years;

9. Require that the Property Owners' Association (or Home Owners' Association) obtain the approval of the Director regarding the disposition and management of private open space, community parking facilities, community meeting halls, and other common areas before it may be dissolved; and

10. Require the Property Owners' Association (or Home Owners' Association) obtain the approval of the Director for amendments to the Conditions, Covenants, and Restrictions which relate to provisions required by this chapter.

13.6 ARCHITECTURAL STANDARDS

The Property Owners Association may establish separate Architectural Standards for non commercial buildings in the District. If created those standards shall accomplish the following:

A) Conditions, Covenants, and Restrictions shall establish architectural standards for the property within the Oasis District. The standards must comply with this section.

B) The architectural standards must achieve the following objectives:

1. Architectural compatibility between residential and commercial buildings;

2. Human scale design;

3. Integration of uses;

3. Encouragement of pedestrian activity;

5. Buildings that relate to and are oriented toward the street and surrounding buildings;

6. Residential scale buildings in Mixed Residential Areas;

7. Buildings that contain special architectural features to signify entrances to the Neighborhood Center Area and important street intersections; and

8. Neighborhood Center Area buildings that focus activity on the neighborhood square.

13.7 LIFE SAFETY CODES

A) Due to the proximity of commercial to residential buildings, voluntary sprinkler compliance should be considered for all commercial buildings and residential buildings over 500 sq. ft. in the district.

B) NFPA Standards for commercial buildings in excess of 500 sq. ft. shall apply.

City Council Meeting

Item Number: 16

Meeting Date: June 22, 2021

To: City Council / City Manager

From: Seth Herman, Police Chief

Subject: RESOLUTION AUTHORIZING AN OPERATING CERTIFICATE FOR RED RAIDER RIDES LLC TO OPERATE A LIMOUSINE BUSINESS; SETTING FORTH CONDITIONS ACCOMPANYING THE CERTIFICATE; AND ESTABLISHING THE TERMS OF THE CERTIFICATE (DISTRICT: ALL) (POLICE)

Purpose:

RESOLUTION AUTHORIZING THE ISSUANCE OF AN OPERATING CERTIFICATE FOR RED RAIDER RIDES; SETTING FORTH CONDITIONS ACCOMPANYING THE CERTIFICATE; AND ESTABLISHING THE TERMS OF THE CERTIFICATE (POLICE)

Recommended City Council Action:

Approve

Fiscal Impact:

NONE

Discussion:

Edward Rocha, owner of Red Raider Rides, has filed an application with the City Secretary's Office for renewal of his taxi service operating certificate. The applicant has passed the requisite background investigation on criminal and driving records conducted by the Midland Police Department. Furthermore, Mr. Rocha has furnished all necessary documents related to proof of financial responsibility and has signed a copy of the operating certificate indicating his acceptance of the provisions.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AN OPERATING CERTIFICATE FOR RED RAIDER RIDES LLC TO OPERATE A LIMOUSINE BUSINESS; SETTING FORTH CONDITIONS ACCOMPANYING THE CERTIFICATE; AND ESTABLISHING THE TERMS OF THE CERTIFICATE

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

SECTION ONE. That the City Secretary is hereby authorized and directed to act on behalf of the City of Midland to grant to Red Raider Rides LLC an operating certificate for a limousine business pursuant to Title V, Chapter 6 of the Midland City Code, the provisions of said certificate to be as set forth in Exhibit A, attached hereto and incorporated herein by reference.

SECTION TWO. Notwithstanding Section One, above, the City Secretary shall not issue the operating certificate set forth above unless and until:

A. Red Raider Rides LLC has delivered to the City Secretary a current certificate of insurance indicating compliance with the insurance requirements set forth in Section 5-6-2(F) of the Midland City Code for all motor vehicles to be used as limousines under the Operating Certificate; and

B. Red Raider Rides LLC has paid to the City the amount of the annual fee required under Section 5-6-2(G) of the City Code; and

C. Red Raider Rides LLC has signed a copy of the Operating Certificate indicating acceptance of the provisions set forth therein.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Seth Herman, Police Chief

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

CITY OF MIDLAND OPERATING CERTIFICATE FOR LIMOUSINE BUSINESS

THIS OPERATING CERTIFICATE is issued to Edward Rocha (hereafter called "Operator") whose address is 4317 Harlowe Drive, Midland, Texas 79703, pursuant to Title V, Chapter 6 of the Midland City Code, for the purpose of granting to Operator the privilege of operating a limousine business along, across, and over the public streets of the City of Midland, Texas, now laid out or dedicated, and all extensions thereof, subject to the following provisions and conditions:

1. Business Name: The name of the limousine business operated pursuant to this certificate shall be Red Raider Rides LLC.

2. Term: This certificate shall be valid and in effect for five years from the date of issuance indicated below, subject to earlier termination as set forth in the Midland City Code.

3. Suspension of Certificate for Non-Payment: This certificate shall be automatically suspended on March 1 of any year during the term of this certificate if Operator has not paid the annual fee required by Section 5-6-2(G) of the Midland City Code when due, and shall remain suspended until the annual fee is paid.

4. Compliance With All Laws: Operator must at all times operate the above-named limousine business in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including, but not limited to, Title V, Chapter 6 and Title XIII, Chapter 2 of the Midland City Code, as amended from time to time, and this certificate may be revoked by the Midland City Council at any time for Operator's non-compliance with said laws, regulations, or ordinances.

5. Assignability and Transferability: This certificate is personal to the Operator named above and may not be assigned by sale or otherwise to any other person or entity. Any attempt to assign this certificate or any interest in this certificate shall be void and will serve as grounds for termination of this certificate by the City.

6. Airport Privileges: This certificate grants to the Operator the privilege of operating at Midland International Air & Space Port, provided that such operations shall not be permitted until Operator has complied with Section 5-6-8 of the Midland City Code.

ISSUED THIS _____ DAY OF _____, 2021.

_____
Amy M. Turner, City Secretary
City of Midland, Texas

ACCEPTANCE

The Operator herein named accepts this Operating Certificate and agrees to abide by all its provisions and all applicable federal, state, and local laws, ordinances, and regulations, including, but not limited to, applicable provisions of the Midland City Code, as amended, and the regulations governing the charging of fares between the City of Midland and the City of Odessa.

Name:_____ Date:_____

TAXI/LIMO OPERATING CERTIFICATE

APPLICATION CHECKLIST

Date Submitted	06.08.2021
Name of Applicant	Red Raider Ride's
Application Complete?	Yes ✓ NO
Attachments Complete?	Yes ✓ NO
Copy of current lease or affidavit to ownership & occupancy	Yes ✓ NO
Application verified by City Secretary's Office:	Jamie
Certificate of Insurance Included? ***(5-6-2 (F)3)**	Yes ✓ NO
Certificate of Insurance reviewed by Legal?	Approved: ✓ Disapproved:
Original Application sent to Chief of Police by the City Secretary's Office?	Date Sent: 06/10/2021
Reviewed by Chief of Police?	Approved: Disapproved:
On file with City Secretary Office 15 days prior to Council Meeting *** (5-6-2(B))**	Yes NO
Date Application went to Council	
Results	Approved: Rejected:

See notes

References from Ordinance NO. 9577

Following review Please return to:

Jamie R. Lopez

City Secretary's Office

City Hall Room 330

For questions please call:

432-685-7559

CITY OF MIDLAND

APPLICATION FOR OPERATING CERTIFICATE FOR LIMOUSINE BUSINESS

The City of Midland reserves the right to deny this application and to require additional information as needed.

Please print in **black ink or type**:

1. Applicant Information:

   a. Name (complete): Edward Rocha
   Permanent Address: 4317 Harlowe Dr
   Mailing Address: _____
   City Midland State TX Zip 79703
   Phone: 806-445-1924 / 972-333-5909 business

   b. Is this application filed by a partnership? Yes ____ No X
   If Yes, list all partners' names, addresses and phone numbers:

Name	Address	Phone

   c. Is this application filed by a corporation? Yes ___ No X
   If Yes, list the name and location of its principal place of business:

   Attach a list of the names and addresses of all officers, directors and stockholders in the corporation.

   d. List all persons with an interest in this limousine business:

Name	Address	Occupation
Elisa Rocha	4317 Harlowe Dr Midland TX 79705	teacher

2. Limousine Business Information:
   a. Headquarters Address: 4317 Harlowe Dr
   Headquarters Phone: 972-333-5909

   b. Location and Description of Additional Limousine Stands:

   c. Trade Name: Red Raider Rides

   d. Color Scheme: Red / Black / White

e. Description of each limousine:

Year	Make	Model	Limo #	Owner	Leased?
2010	Lincln	MKS	car	Edward R	NO
2004	GMC	Sylvania 3500	Bus	Red Raidelides	NO
2016	Ford	Transit 350 XLT	Van	Edward Roth	NO
2020	Ford	Explorer	SUV	Edward Roth	NO

3. Do you currently operate or have an interest in any limousine business other than Midland? If yes, provide complete information concerning same.

NO

4. Please outline below your program and requirements to test employees to determine use of illegal drugs? (Minimum requirement: Test 50% of employees and 50% of contract drivers at least once a year.)

Currently have 3 drivers 2 are owners other driver or any others we hire are tested prior to hire and once a year randomly

5. The following should be attached and made a part of this application:

Attachment A: financial statement of applicant and for all partners or corporation.

Attachment B: statement of assets and liabilities dedicated to limousine business.

Attachment C: liability insurance certificate to be approved by City Attorney's office.

Attachment D: applicants must supply a copy of their corporate charter or a copy of the corporation's certificate from the Texas Secretary of State indicating authority to conduct business in the State of Texas.

Attachment E: applicant's experience record.

Attachment F: City chauffeur's license application information.

6. Affidavit

I hereby swear or affirm that the information on this application and the attachments to same are true and correct to the best of my knowledge.

Edward Roth
Applicant's signature

Subscribed and sworn to before me by the said this the 17th day of May, 2021, to certify which witness my hand and seal of office.

Notary Public

VANESSA WHITE
Notary Public, State of Texas
Comm. Expires 04-04-2022
Notary ID 129715316

PLEASE BE ADVISED THAT CRIMINAL RECORDS OF ALL APPLICANTS WILL BE CHECKED PURSUANT TO TEX. REV. CIV. STAT. ANN. ART. 6252-13c (VERNON SUPP. 1998)

Return completed application and attachments to:

City Secretary's Office
300 N. Loraine, Room 340
Midland, Texas 79701

Attachment A

FINANCIAL STATEMENT

The following is a financial statement for Edward Rocha, an applicant for a limousine operating certificate in the application attached. This constitutes a full disclosure of my financial status. (Attach additional pages if necessary.)

ASSETS	LIABILITIES
REAL ESTATE	
AUTOMOBILES	
GMC Sylvania Savana BUS	2020 Ford Explorer
2010 Lincoln MKS	2016 Ford Transit 350 XLT
PERSONAL AND HOUSEHOLD GOODS	
CASH	
3654.67	
SECURITIES, STOCKS, OTHER INVESTMENTS	
OTHER	

Edward Rocha
Applicant

Attachment C

INSURANCE COVERAGE

A Certificate of Insurance listing coverage and each vehicle covered shall be filed with this application as set forth in City Code 5-6-2(F).

Coverage shall be:

(a) not less than twenty thousand dollars ($20,000.00) for bodily injury or death in any one accident;

(b) not less than forty thousand dollars ($40,000.00) because of injury or death of two (2) or more persons in any one accident;

(c) not less than fifteen thousand dollars ($15,000.00) for property damage;

(d) not less than two thousand dollars ($2,000.00) for personal injury protection for passengers; and

(e) include uninsured motorists coverage in the same amounts as required for liability coverage.

Attachment D

CORPORATE CHARTER OR CERTIFICATE

Corporate applicants must supply a copy of their Corporate Charter or a copy of the corporation's certificate from the Texas Secretary of State indicating the corporation's authority to conduct business in the State of Texas. Please attach as Attachment D.

INSUREALL OF W TEXAS
3328 N MIDKIFF RD #1
MIDLAND, TX 79705
1-432-848-3055

PROGRESSIVE COMMERCIAL

Policy number: 02454239-0
Underwritten by:
PROGRESSIVE COUNTY MUTUAL INS CO
June 9, 2021

Certificate of Insurance

Certificate Holder

EDWARD ROCHA
4317 HARLOWE DR
MIDLAND, TX 79703

Insured

EDWARD ROCHA
RED RAIDERS RIDES
4317 HARLOWE DR
MIDLAND, TX 79703

Agent/Surplus Lines Broker

INSUREALL OF W TEXAS
3328 N MIDKIFF RD #1
MIDLAND, TX 79705

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Aug 3, 2020 Policy Expiration Date: Aug 3, 2021

Insurance coverage(s)	Limits
BODILY INJURY/PROPERTY DAMAGE	$1,000,000 COMBINED SINGLE LIMIT
UNINSURED/UNDERINSURED MOTORIST	$1,000,000 COMBINED SINGLE LIMIT
UNINSURED MOTORIST PROPERTY DAMAGE	$1,000,000 COMBINED SINGLE LIMIT W/$250 DED

Description of Location/Vehicles/Special Items

Scheduled autos only

2016 FORD T-350 TRANSIT W 1FBZX2ZM4GKA69300	
PERSONAL INJURY PROTECTION	$5,000
COMPREHENSIVE	$500 DED
COLLISION	$500 DED
ROADSIDE ASSISTANCE	SELECTED
2020 FORD EXPLORER 1FMSK7DH7LGA69920	
PERSONAL INJURY PROTECTION	$5,000
COMPREHENSIVE	$500 DED
COLLISION	$500 DED
ROADSIDE ASSISTANCE	SELECTED

Continued

Certificate number
16021NET239

Form 5241 (10/02)

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Jose A. Esparza
Deputy Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

Red Raider Rides LLC
File Number: 802452336

The undersigned, as Deputy Secretary of State of Texas, hereby certifies that the application for reinstatement for the above named entity has been received in this office and has been found to conform to law. It is further certified that the entity has been reinstated to active status on the records of this office.

ACCORDINGLY the undersigned, as Deputy Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Filing.

Dated: 06/08/2021

Effective: 06/08/2021

Jose A. Esparza
Deputy Secretary of State

Phone: (512) 463-5555
Prepared by: Lisa Sartin
Come visit us on the internet at https://www.sos.texas.gov/
Fax: (512) 463-5709
TID: 10011
Dial: 7-1-1 for Relay Services
Document: 1057099370002

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Jose A. Esparza
Deputy Secretary of State

Office of the Secretary of State

June 08, 2021

Edward Rocha
4317 Harlowe Dr.
Midland, TX 79703 USA

RE: Red Raider Rides LLC
File Number: 802452336

It has been our pleasure to file your application for reinstatement thereby returning the entity to active status. The appropriate evidence is attached for your files.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555

Enclosure

Phone: (512) 463-5555
Prepared by: Lisa Sartin
Come visit us on the internet at https://www.sos.texas.gov/
Fax: (512) 463-5709
TID: 10217
Dial: 7-1-1 for Relay Services
Document: 1057099370002

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Jose A. Esparza
Deputy Secretary of State

Office of the Secretary of State

Packing Slip

June 8, 2021

Edward Rocha
4317 Harlowe Dr.
Midland, TX 79703

Batch Number: **105709937**
Batch Date: **06-08-2021**
Client ID: **821603121**
Return Method: **Fax and Mail 00**

Document Number	Document Detail	Number / Name	Page Count	Fee
1057099370002	**Expedited**	**Red Raider Rides LLC**	**0**	**$25.00**
1057099370002	**Reinstatement**	**Red Raider Rides LLC**	**0**	**$75.00**
		Total Fees:		**$100.00**

Payment Type	Payment Status	Payment Reference	Amount
Credit Card	**Received**	**************5901**	**$100.00**
		Total:	**$100.00**

Total Amount Charged to Client Account: **$0.00**
(Applies to documents or orders where Client Account is the payment method)

Note to Customers Paying by Client Account: This is not a bill. Payments to your client account should be based on the monthly statement and not this packing slip. Amounts credited to your client account may be refunded upon request. Refunds (if applicable) will be processed within 10 business days.

User ID: LSARTIN

Come visit us on the Internet @ https://www.sos.texas.gov/
Phone: (512) 463-5555 FAX: (512) 463-5709 Dial: 7-1-1 for Relay Services

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13528 • Austin, TX 78711-3528

April 17, 2021

RED RAIDER RIDES LLC
4317 HARLOWE DR
MIDLAND TX 79703-6109

Tax Clearance Letter for Reinstatement*

To: Texas Secretary of State
Corporations Section

Re: RED RAIDER RIDES LLC
Taxpayer number: 32060405407
File number: 0802452336

The referenced entity has met all franchise tax requirements and is eligible for reinstatement through June 15, 2021.

Comptroller of Public Accounts
Account Maintenance Division
Franchise Tax Section
1-800-531-5441 ext. 34402 or 512-463-4402

---

* *The reinstatement must be filed with the Texas Secretary of State on or before the expiration date of this letter. After this date, additional franchise tax filing requirements must be met, and a new request for tax clearance must be submitted.*

You can file for reinstatement online at www.sos.state.tx.us/corp/sosda/index.shtml. Forms and instructions for reinstatement are available at www.sos.state.tx.us/corp/forms_option.shtml or by calling 512-463-5555. This tax clearance letter must be attached to the reinstatement forms.

Form 05-377 (Rev 4-14/5)

Form 801
(Revised 05/11)

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512 463-5709
Filing Fee: See instructions

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas

JUN 08 2021

Corporations Section

Application for Reinstatement And Request to Set Aside Tax Forfeiture

1. The entity name is: Red Raider Rides

The entity is a foreign entity that was required to obtain its registration under a name that differs from the legal name stated above. The name under which the entity is registered is:

2. The file number issued to the entity by the secretary of state is: 0802452336

3. The entity was forfeited or revoked under the provisions of the Tax Code on: 06/08/2021

4. The undersigned requests that the forfeiture or revocation of the entity be set aside, and certifies that:

a. The entity has filed each delinquent report that is required by chapter 171 of the Tax Code and has made payment for the tax, penalty, and interest imposed and that is due at the time of this application as evidenced by the attached tax clearance letter, and

b. On the date of forfeiture or revocation, the undersigned person was:

- an officer, director or shareholder of the above-named for-profit or professional corporation; or
- an officer, director, shareholder or member of the above-named professional association; or
- an officer, director, or member of the above-named nonprofit corporation; or
- a member or manager of the above-named limited liability company; or
- a partner of the above-named limited partnership; or
- a trustee or beneficial owner of the above-named statutory or business trust.

Additional Required Documentation or Filings

☑ Comptroller of Public Accounts Tax Clearance Letter
☐ Letter of Consent or Amendment to Certificate of Formation or Registration (Required when entity name is no longer available)

Execution

The undersigned declares under penalty of perjury, and the penalties imposed by law for the submission of a materially false or fraudulent instrument, that the undersigned is authorized to make this request; that the statements contained herein are true and correct, and that tax clearance was not obtained by providing false or fraudulent information.

Date: 6/8/21

BY: E Rocha

Signature of authorized person (see instructions)

Edward Rocha

Printed or typed name of authorized person

Attachment B

ASSETS AND LIABILITIES DEDICATED TO LIMOUSINEBUSINESS

I, _____, the applicant for an operating certificate in the attached application hereby designate the following of my assets and liabilities as being dedicated to the limousine business for which I seek an operating certificate. The following represents a full disclosure of my financial commitment to that limousinebusiness.

ASSETS	LIABILITIES
REAL ESTATE	
AUTOMOBILES	
PERSONAL AND HOUSEHOLD GOODS	
CASH	
SECURITIES, STOCKS, OTHER INVESTMENTS	
OTHER	

_____
Applicant

Attachment E

EXPERIENCE RECORD

I, Edward Rocha, the applicant for a limousine operating certificate in the attached application, have the following experience record in relation to limousineand other commercial transportation:

Company Name and Address	Dates of Service	Position with Company
Uber	Dec. 2015-2017	Driver
Red Raider Rides	May 2017-present	Driver/Manager

Total number of years driving a taxicab: 6 yrs

How long have you held a driver's license? 12 Date of Birth: 8/11/79

Provide information below for States in which you have held a Driver's License:

State of Issuance	Dates Held	Type	Driver's License Number
Texas	2010-present	C	24501439

Describe any accident with a motor vehicle which you have had in the last ten years. Specific responsibility for the accident, any property damaged and the extent of any injuries suffered by any person involved:

March 2021 - Not at fault - car failed to yield right of way turned left in front of my vehicle

Other Comments:

Applicant

Attachment F
CITY CHAUFFEUR'S LICENSE

Full Name (including Maiden): Edward Rocha Sr.
Address: 4317 Harlowe Dr Phone: 806-445-1926
Business Address: _____ Phone: 972 333-5907
Birth Place: Lubbock Birth Date: 5-11-79 Age: 41
Race: ~~Wht~~ White Sex: M Hgt 5'6 Wgt: 220 Hair: Brown Eyes: Brn Complexion: _____
List any body or facial marks/defects: _____
Length of Residence: Midland 13yrs State TX U.S. Citizen? (Yes) or No:
Driving Experience-Number of Years: 1 Social Security #: 464-63-7041

TX DRIVERS LICENSE #: 34501439

LIMOUSINE COMPANY YOU ARE WORKING FOR:
Name of Limousine Company: Red Raider Rides
Limousine Company Address: 4317 Harlowe Dr
Physician Name: Al Bendeck
Physician Address: 1103 S. 9th St Phone #: 806-828-1600

HAVE YOU EVER BEEN ARRESTED? Yes ✓ No _____

List the charge(s) whether or not you know the date and/or disposition, and whether or not you were convicted: (Do not list traffic violations here.)

Place Arrested	Date	Charge	Disposition
Slaton /TX	2006	POM	
Slaton /TX	2000	POM	

(List additional arrests on the back of this sheet.)

If convicted of a criminal offense, you may attach any recommendations from authorities regarding your record of good conduct.

List all traffic violations you have received (if any):

Place	Date	Charge	Disposition
Midland		No insurance	
Lubbock		No licence	

(List additional traffic violations on the back of this sheet.)

Any omission will result in a denial of this application. This information is true and correct to the best of my knowledge.

Signed: Edward Rocha

Dated: _____

City Council Meeting

Item Number: 17

Meeting Date: June 22, 2021

To: City Council / City Manager

From: Elizabeth Shaughnessy, Senior Planner

Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOTS 1 AND 2, BLOCK 37, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST INDIANA AVENUE AND SOUTH E STREET), BY PERMITTING A REDUCED MINIMUM LOT DEPTH IN THE EVENT THAT THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND IS AMENDED TO REZONE THE PROPERTY FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Alamo Heights Homes, LLC., is requesting a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, concerning the minimum lot dimensions for a corner lot to be able to replat the described property.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The applicant's property is located at 1205 and 1207 W. Indiana Avenue and currently has a residential house at 1207 and 1205 is vacant. This property is zoned MF-16, Multiple-Family Dwelling District and, if this special exception is granted, will be requesting a zone change to SF-3, Single-Family Dwelling District.

Per our City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart:

SF-3, Single-Family Dwelling District
Lot dimensions

Minimum Lot Depth:
Lot: 100 Feet

The applicant is requesting to reduce the required minimum lot depth dimension for the proposed lot to be approximately 81.43-feet to be able to proceed with the replat process.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Engineering: (Approved)

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Fire: (Approved)

No objections.

Code Compliance: (Approved)

No Oil and Gas issues.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2017 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Planning:

While this request represents a deviation from the existing Zoning Ordinance, staff would recommend approval of this application for a Special Exception due to the unique circumstance of this lot. This lot is already platted with a lot depth of 81.43 feet and exceeds the minimum lot width requirement for the SF-3 district with a lot width of approximately 75 feet. The applicant is currently in the process of re-platting the lots to match the tax parcels on record with the Midland Central Appraisal District. This will reduce the lot width to approximately 66 feet, which still exceeds the SF-3 requirement of 55 feet for a corner lot. This special exception is required in order to continue with the re-plat, as well as change the zoning to SF-3 to better conform to develop a single family residence.

This request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 3 An Integrated Land Use Vision, “Future Land Use Map” as it designates this area for Urban Residential-Medium, a classification which calls for “a mix of housing styles including sing-family detached, single-family attached, and townhouses.” This special exception would allow for the development of a single-family residence on this lot that would otherwise remain vacant.

This request was approved at the June 8, 2021 City Council meeting.

Should the City Council approve this request, the property shall be subject to conditions A and B:

Conditions:

A. That the minimum lot depth for this property shall be 81.43-feet.

B. That said special exception shall be of no force or effect unless and until the Property is rezoned as described in Section One of this ordinance.

Letters of Objection:

As of May 28, 2020, staff has not received any letters of objection

Attachments:

Proposed Plat
Application
Maps

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOTS 1 AND 2, BLOCK 37, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST INDIANA AVENUE AND SOUTH E STREET), BY PERMITTING A REDUCED MINIMUM LOT DEPTH IN THE EVENT THAT THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND IS AMENDED TO REZONE THE PROPERTY FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Code, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

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

SECTION ONE. That a special exception is hereby granted for the property described as Lots 1 and 2, Block 37, West End Addition, City and County of Midland, Texas (the "Property"). Said special exception shall allow a reduced minimum lot depth in the event that the Zoning District Map of the City of Midland, Texas, is amended to rezone the Property from MF-16, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District.

SECTION TWO. That said special exception is subject to the following special conditions:

A. That the minimum lot depth for this Property shall be 81.43 feet.

B. That said special exception shall be of no force or effect unless and until the Property is rezoned as described in Section One 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 file this ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND
Planning Division

Special Exception Application

Project Number: 2-21-0053

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)*		Phone (806) 441-6453 Email mdawson@dawsonparrish.com	
Printed Name: Alamo Heights Homes, LLC			
Address 309 W 7TH ST STE 915	City Ft Worth	State Tx	Zip 76102

Property Owner		Phone (806) 441-6453 Email mdawson@dawsonparrish.com	
Printed Name: Alamo Heights Homes, LLC			
Address 309 W 7TH ST STE 915	City Ft Worth	State Tx	Zip 76102

Representative *(if different from Applicant or Property Owner)*		Phone (432) 697-1447 Email jwallender@parkhill.com	
Firm: Parkhill Job # 1076.21			
Printed Name: Josh Wallender			
Address 1700 W. Wall Street, Suite 100	City Midland	State Tx	Zip 79701

Street Address: 1205 and 1207 W Indiana Ave

Legal Description
Lot: 1 & 2 Block: 37 Subdivision: West End Addition

Current Zoning: MF16

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: Current platted lot layouts do not conform to SF3 zoning minimum requirements.

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)

RECEIVED
MAY 10 2021
BY: .....

Signatures	
Applicant (signature):	Date: 05/05/2021
Applicant (printed): Michael Dawson	
Property Owner (signature):	Date: 05/05/2021
Property Owner (printed) : Alamo Heights Homes, LLC, Michael Dawson, Member	

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 Josh Wallender (Parkhill) who, being by me duly sworn, upon oath says: That (s)he is authorized by Alamo Heights Homes, LLC, 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 10th day of May, 2021, to certify which witness my hand and seal of office.

DALIA SALINAS
My Notary ID # 128541568
Expires March 9, 2023

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☐ Property Owner Authorization	☐ Dimensioned Site Plan
☒ Application Fee Check # 1502	☐ Plans in Digital Format (PDF/JPEG)
Received By: ES	Date: MAY 10 2021

DI: .....

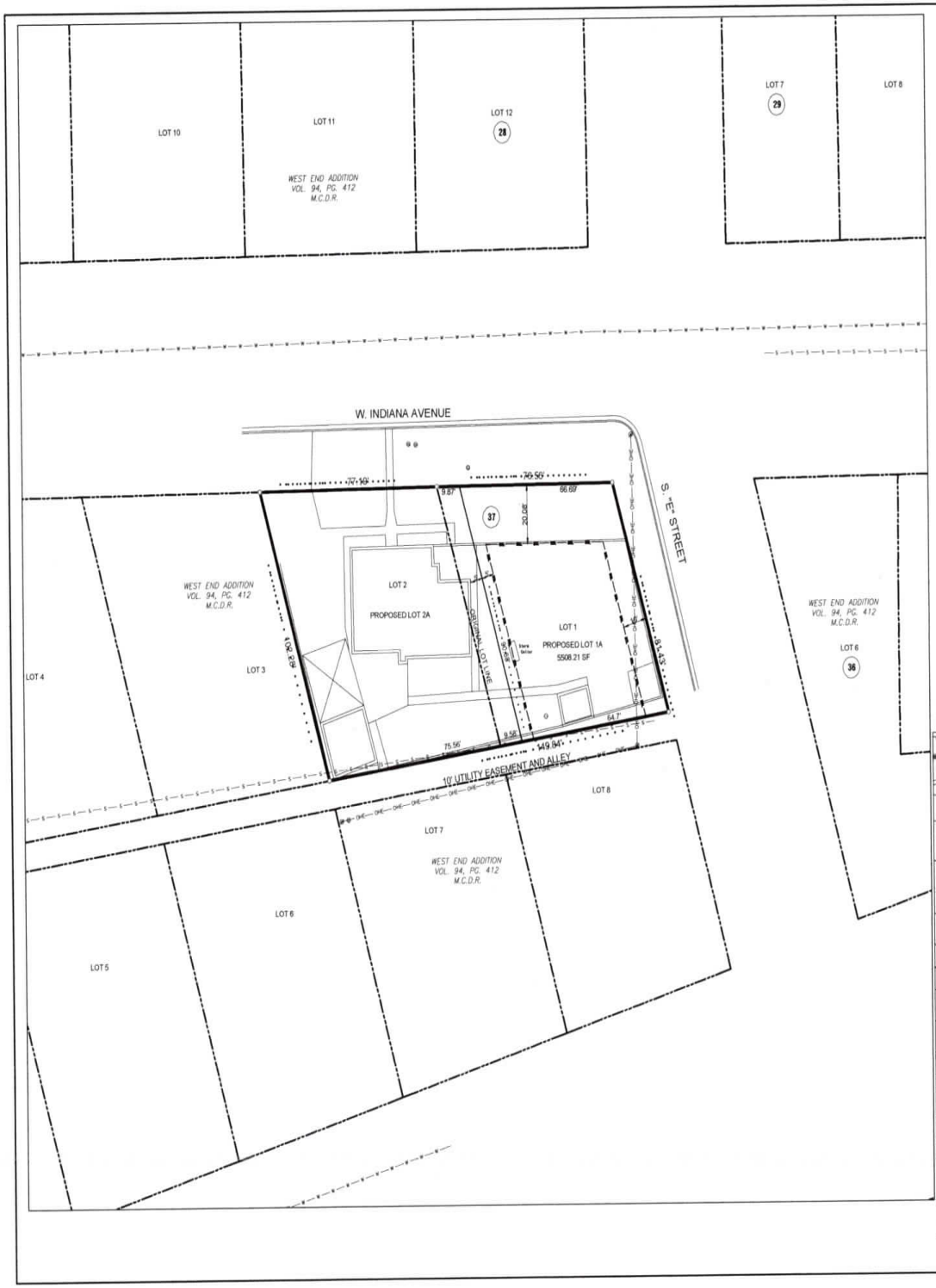
****Application will not be considered for scheduling until reviewed by a planner.****

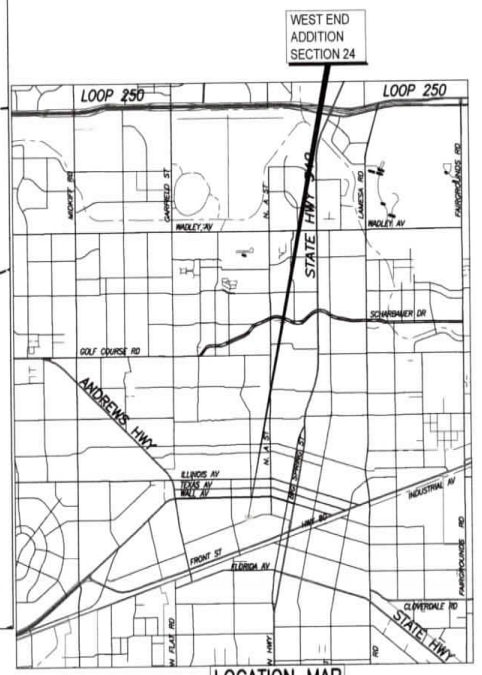
WEST END ADDITION
SECTION 24

Being a Replat of Lots 1 and 2, Block 37
West End Addition
City and County of Midland, Texas

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. 1/2" iron rod with plastic cap marked "PSC RPLS 6453" set as indicated on this plat.
3. Approval of a site plan by the City of Midland may be required before these lots may be developed or before a building permit may be obtained.





LOCATION MAP

Original Scale: 1"=20'

LEGEND

- PROPOSED PLAT LIMITS
- PROPOSED PLATTED LOT LINES
- EXISTING WATER
- EXISTING SEWER
- EXISTING LOT LINES

OWNER &
DEVELOPER:

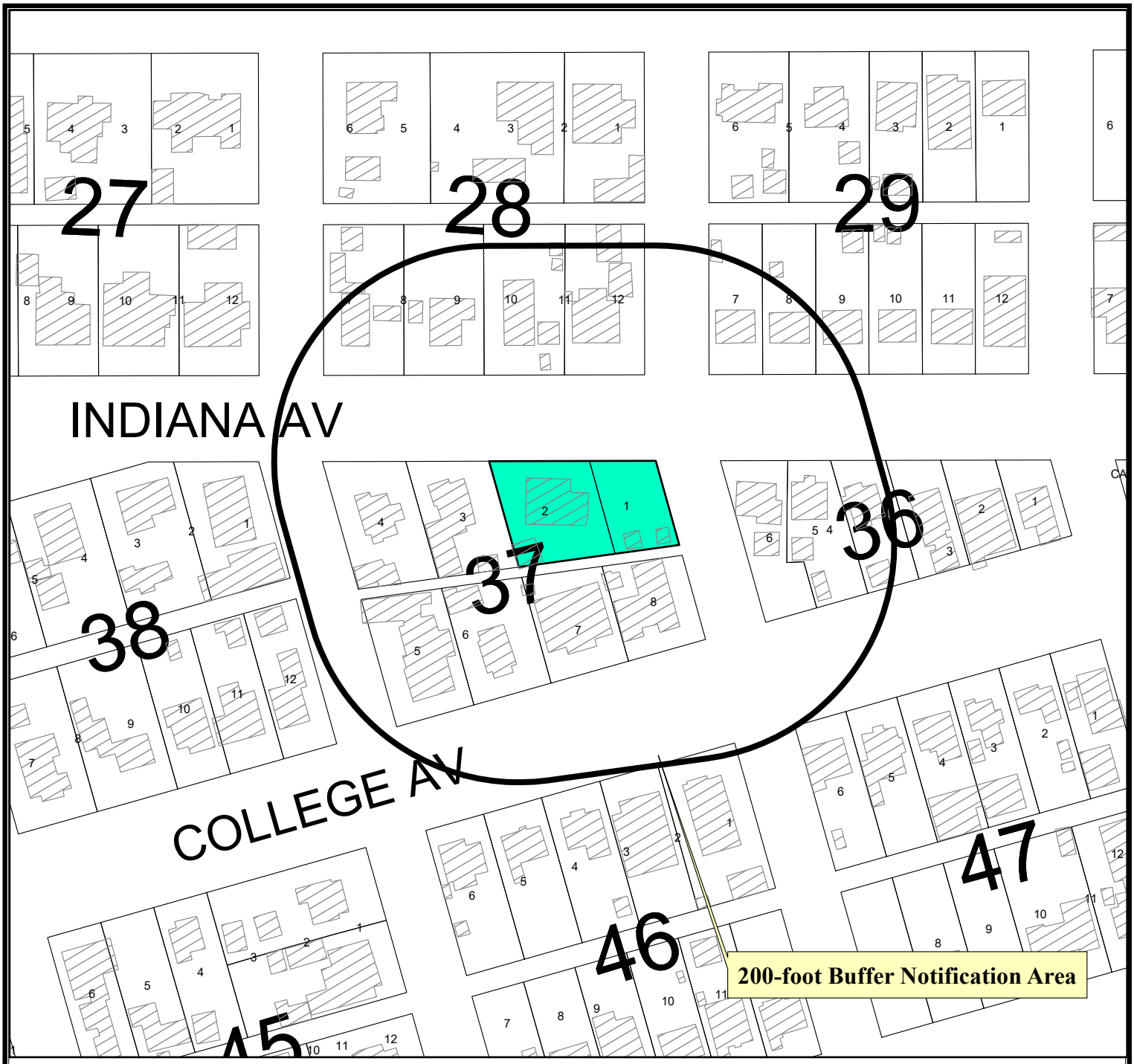
ALAMO HEIGHTS HOMES, LLC
309 W 7TH ST, STE. 915
FT WORTH, TEXAS 76102

ENGINEER:

PARKHILL
1700 W Wall St., #100
Midland, Texas 79701
432-697-1447

Parkhill
Parkhill.com
TBPELS FIRM REGISTRATION NO. 10194091

June 22, 2021 17.11 PACKET



LOCATION MAP

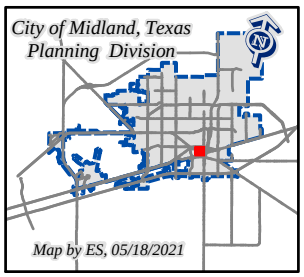
E-21-0053 **Scale: 1" = 250'**

Consider a request by Alamo Heights Homes, LLC for a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, concerning the minimum lot depth for a corner lot of Lots 1 & 2, Block 37, West End Addition, City and County of Midland, Texas.

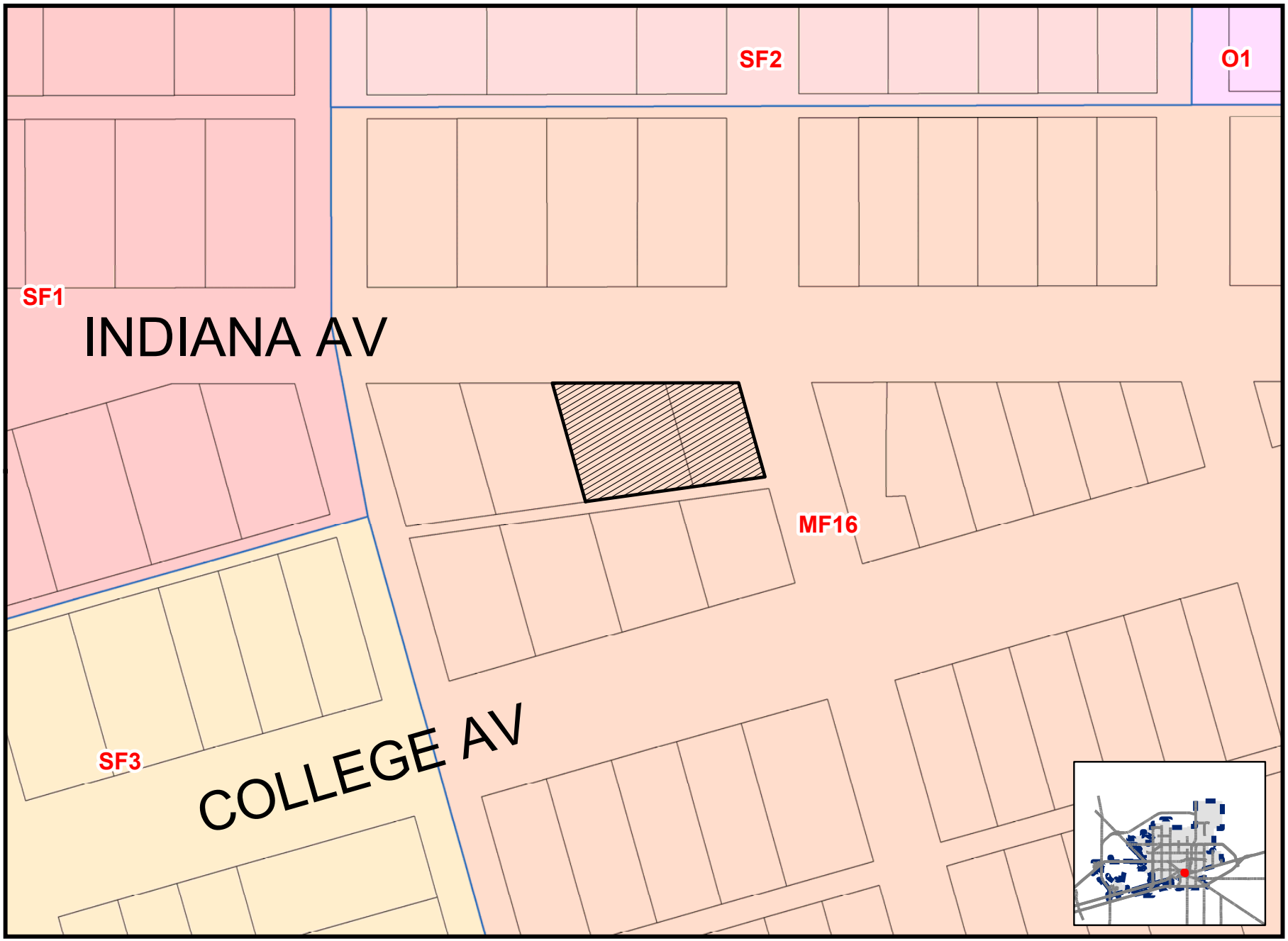
Generally located on the southwest corner of the intersection of West Indiana Avenue and South E Street. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



June 22, 2021



Map By ES, 05/20/2021

Z-21-0053

Scale: 1" = 100'

ZONING MAP

NOR IS IT DESIGNED
INFORMATION CONTAINED
THE USE OF THIS DATA.









City Council Meeting

Item Number: 18

Meeting Date: June 22, 2021

To: City Council / City Manager

From: Valerie A. Sherman, Senior Planner

Subject: AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 97.05-ACRE TRACT OF LAND OUT OF SECTIONS 35 AND 36, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST STATE HIGHWAY 158, APPROXIMATELY 11 FEET WEST OF BRANDY HILL ROAD); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT: NONE) (DEVELOPMENT SERVICES)

Purpose:

Consider an ordinance for an annexation of a 97.05-acres tract of land located in Sections 35 and 36, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas, located on the north side of W. State Highway 158, approximately 11 feet west of Brandy Hill Road.

Recommended City Council Action:

Approve

Fiscal Impact:

Additional land to be developed under City regulations in an expanded growth area.

Discussion:

The applicant, Grasslands IV, LTD, is requesting to annex a 97.05-acres tract of land located in Sections 35 and 36, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas. The proposed annexation will allow the provision of City services to the property. This is considered a voluntary annexation.

On May 3, 2021, the service agreement between the City and the property was executed. This is the next step in the annexation process.

This project has been circulated to all respective departments for internal review and received no objections.

Engineering: (Approved)

No objection to annexation.

Transportation: (Approved)

No objection to annexation.

Fire: (Approved)

No comments.

Code Administration: (Approved)

No objections.

Building Code: (Approved)

No objections.

Oil and Gas: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

Planning:

As this proposed development will conform with the Tall City Tomorrow Comprehensive Plan, staff recommends approval of this annexation.

This request was approved at the June 8, 2021 City Council meeting.

Letters of Objection:

As of June 17, 2021, staff has received one letter of objection to this request.

Attachments:

Petition (Exhibit A)
Service Agreement (Exhibit B)
Application

Maps
Letter of Objection

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 97.05-ACRE TRACT OF LAND OUT OF SECTIONS 35 AND 36, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST STATE HIGHWAY 158, APPROXIMATELY 11 FEET WEST OF BRANDY HILL ROAD); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, a public hearing before the City Council of the City of Midland, Texas, a home rule municipal corporation, was held in the City Council Chamber on June 8, 2021, during which all interested persons were provided an opportunity to be heard on the proposed annexation of the hereinafter described territory; and

WHEREAS, notice of the public hearing was published on the City of Midland, Texas' Internet website on May 20, 2021, and the notice remained posted until the date of the public hearing; and

WHEREAS, notice of the public hearing was published in a newspaper having general circulation in the City of Midland, Texas, and in the below described territory, on May 22, 2021; and

WHEREAS, all required notices of the proposed annexation and the public hearing were given in accordance with applicable laws; and

WHEREAS, the City of Midland has entered into a written agreement with the owner(s) of the hereinafter described territory for the provision of services in said area;

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

SECTION ONE. That the following described property adjoining the present boundary lines of the City of Midland, Texas, be and the same is hereby annexed to and incorporated within the boundary of the City of Midland, Texas:

Being a 97.05-acre tract of land out of Sections 35 and 36, Block 40, T-1-S,

T&P RR Co. Survey, Midland County, Texas, and being more fully described by metes and bounds in the petition for annexation attached hereto as Exhibit "A" and incorporated herein by reference for all legal purposes.

SECTION TWO. That this ordinance shall be published in the official newspaper in the City of Midland, Texas, and the same shall not be effective until after the publication thereof.

SECTION THREE. That the City Secretary is hereby authorized and directed to file a certified copy of this ordinance with the County Clerk of Midland County, Texas, for the purpose of recording in the Deed Records of Midland County, Texas.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT A

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) "A" (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, GRASSLANDS IV, LTD. ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Signature of Owner or Owner's Authorized Representative

LARRY H. WALKER, P.E.

Printed Name

V.P. ENGINEERING

Title

THE STATE OF Texas §
§
COUNTY OF Midland §

This instrument was acknowledged before me on the 16th day of March, 2021, by Larry H. Walker in the capacity herein stated.

MY COMMISSION EXPIRES

11/20/2022

Notary Public, State of Texas

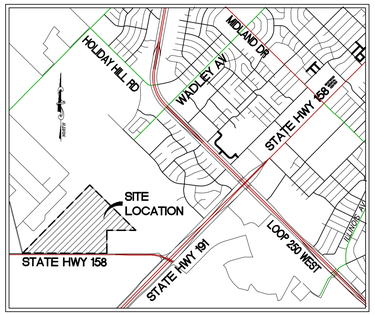
KAREN S WHITE
My Notary ID # 130032445
Expires November 20, 2022

EXHIBIT A

ANNEXATION EXHIBIT

GRASSLAND ESTATES WEST, SECTION 12 [PHASE 1]
68.71 ACRES (TRACTS A1, A2, A3, A4)
&
TRACT TO BE DEDICATED TO THE CITY OF MIDLAND
27.05 ACRES (TRACT B)
&
EXISTING TRACT OWNED BY THE CITY OF MIDLAND
0.20 ACRES (TRACT C)
&
EXISTING R.O.W. OF WADLEY ROAD
1.28 ACRES (TRACT D)

LOCATED IN SECTION 35, BLOCK 40, T-1-S, T & P RR Co. SURVEY,
CITY AND COUNTY OF MIDLAND, TEXAS



VICINITY MAP
(NOT TO SCALE)

LEGEND

- DENOTES SET 1/2-INCH IRON ROD W/RED PLASTIC CAP MARKED "WEST CO. MIDLAND"
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING TOPOGRAPHIC POINTS & ELEVATIONS
- DENOTES POWER POLE
- DENOTES FLOODWAY BOUNDARY
- DENOTES ZONE AE – REGULATORY FLOODWAY
- DENOTES ZONE AE – WITH BASE FLOOD ELEVATION
- DENOTES BOUNDARY LINE
- DENOTES LOT LINE
- DENOTES RIGHT OF WAY (R.O.W.) DEDICATION
- DENOTES EASEMENT LINE
- DENOTES EXISTING EASEMENT LINE
- DENOTES ADJACENT DEED OR PROPERTY LINE
- DENOTES EXISTING WATER LINE
- DENOTES EXISTING SANITARY SEWER
- DENOTES EXISTING ELECTRIC LINE
- DENOTES EXISTING FENCE LINE
- DENOTES FIBER OPTIC LINE
- DENOTES EXISTING CONTOURS
- DENOTES SECTION LINE
- 35 DENOTES SECTION NUMBER

Curve Table					
CURVE	RADIUS	DELTA	Length	CHORD BEARING	DIST.
C1	693.27'	32°13'03"	389.35'	N 47°03'46" E	384.24'
C2	70.61'	57°25'53"	70.48'	S 87°56'14" E	62.57'
C3	70.20'	44°16'14"	54.25'	N 53°07'25" E	52.91'
C4	71.05'	45°18'41"	55.66'	S 81°52'36" E	54.24'
C5	101.46'	45°05'04"	79.59'	N 88°06'19" E	77.56'
C6	160.23'	37°44'45"	105.53'	S 04°13'36" W	103.66'

Parcel Line Table		
Line #	Length	Direction
L1	39.26'	S 30°17'37" W
L2	28.30'	S 75°56'28" W
L3	56.44'	N 59°04'16" W
L4	139.92'	S 30°55'01" W
L5	30.01'	N 59°04'41" W
L6	60.00'	S 30°55'44" W
L7	28.29'	S 14°03'57" E
L8	60.00'	S 59°04'48" E
L9	28.28'	N 75°55'12" E
L10	119.09'	S 59°04'42" E
L11	159.85'	S 59°06'24" E
L12	121.75'	S 21°12'09" W
L13	190.12'	S 30°55'45" W
L14	70.88'	N 14°04'48" W
L15	50.00'	S 59°02'26" E
L16	70.88'	N 14°04'48" W
L17	70.16'	N 51°58'36" W
L18	28.28'	N 75°55'12" E
L19	88.30'	N 14°42'41" W
L20	28.29'	N 59°41'31" W
L21	100.00'	N 75°19'38" E
L22	28.28'	S 30°18'29" W
L23	88.48'	S 14°39'13" E
L24	162.08'	S 59°04'40" E
L25	60.75'	N 51°58'36" W
L26	70.88'	N 75°55'12" E
L27	170.12'	N 59°05'30" W

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, Kerry M. Hoefner, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this plat was prepared from an actual and accurate survey of the land and that the corner monuments shown thereon were properly located under my personal supervision, in accordance with the Subdivision Regulations of the City of Midland, Texas.

KERRY M. HOEFNER, R.P.L.S. 4562
2713 CANTRELL ST.
IRVING, TX 75062
214.714.2340

STATE OF TEXAS
KERRY M HOEFNER
4562
REGISTERED PROFESSIONAL LAND SURVEYOR

18 JAN, 2021
REV. 28 FEB, 2021
REV. 16 MAR, 2021

OWNER:
GRASSLAND IV, LTD.
5908 Homestead Blvd
Midland, TX 797072115

WEST COMPANY
SURVEYORS - ENGINEERS - PLANNERS ,
ENGINEER REGISTRATION: FIRM 2184
SURVEYOR REGISTRATION: FIRM 100682-00
110 W. LOUISIANA AVE., SUITE 110,
MIDLAND, TEXAS 79701
(432) 687-0865 - FAX (432) 687-0868

FEBRUARY 2021

GRASSLAND ESTATES WEST, SECTION 12 [PHASE 1]

© COPYRIGHT 2020 ALL RIGHTS RESERVED

E:_03_WESTCO\2020\2020-0252 GRASSLAND 12 ANNEX\DIBUJOS\ANNEXATION\2020-0252-ANNEXATION-EXHIBIT (2).DWG

CONTINUATION OF EXHIBIT A

ANNEXATION DESCRIPTION - OVERALL

BEING a 97.05 acre tract or parcel of land situated in Section 35, Block 40, T-1-S of the T & P RR Co. Survey, Midland County, Texas and being a portion of that certain tract described in Warranty Deed to SBC Corporation, recorded in Volume 1464, Page 174, Official Public Records, Midland County, Texas (O.P.R.M.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at [N= 10,697,791.19; E= 1,721,846.96] a found capped iron rod marked "PLS 1974" located North 75 degrees 19 minutes 38 seconds East a distance of 657.97 feet from a found 60d nail for the most westerly corner of said SBC tract; said iron rod also being the most northerly west corner of that certain tract described in Special Warranty Deed to SCP Hwy 158 Land, LLC, recorded in Document Number 2019-15764, O.P.R.M.C.T., and being located on the north line of said Section 35;

THENCE North 75 degrees 19 minutes 38 seconds East, along the north line of said SBC tract and said section line, a distance of 3997.10 feet to a set iron rod with red plastic cap marked "WEST CO MIDLAND" (hereinafter referred to as a set iron rod) located at or near the northeast corner of said Section 35;

THENCE South 14 degrees 20 minutes 36 seconds East, along the east line of said Section 35, a distance of 1162.92 feet to a point for the beginning of a non-tangent curve to the right having a radius of 1050.64 feet and a chord bearing South 28 degrees 45 minutes 59 seconds West, 60.87 feet;

THENCE Southerly, along said curve to the right, through a central angle of 03 degrees 21 minutes 41 seconds, an arc distance of 61.54 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND" for the end of said curve and the northeast corner of GRASSLAND ESTATES WEST Section 10, recorded in Cabinet L, Page 50A, O.P.R.M.C.T.;

THENCE along the northeast, north and northwest line of said GRASSLAND ESTATES WEST Section 10 the following:

North 59 degrees 04 minutes 48 seconds West, a distance of 304.40 feet to 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND"

South 30 degrees 17 minutes 37 seconds West, a distance of 39.26 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

North 59 degrees 43 minutes 03 seconds West, a distance of 662.80 feet to a found iron rod with red plastic cap marked "WEST CO MIDLAND";

South 75 degrees 18 minutes 01 seconds West, a distance of 447.12 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

South 30 degrees 57 minutes 35 seconds West, a distance of 1,035.07 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

(Description continues on Page 2 of 3)

(Description continued from Page 3 of 3)

South 75 degrees 56 minutes 28 seconds West, a distance of 28.30 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

North 59 degrees 04 minutes 16 seconds West, a distance of 56.44 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

South 30 degrees 55 minutes 01 seconds West, a distance of 139.92 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

North 59 degrees 04 minutes 41 seconds West, a distance of 30.01 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

South 30 degrees 55 minutes 44 seconds West, a distance of 60.00 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

South 14 degrees 03 minutes 57 seconds East, a distance of 30.00 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

South 59 degrees 04 minutes 42 seconds East, a distance of 60.00 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

North 75 degrees 55 minutes 12 seconds East, a distance of 28.28 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

South 59 degrees 04 minutes 42 seconds East, a distance of 120.15 feet to a set Mag Nail for the most westerly northwest corner of GRASSLAND ESTATES WEST Section 9, recorded in Cabinet I, Page 198, O.P.R.M.C.T.;

THENCE along the west line of said GRASSLAND ESTATES WEST, Section 9 the following:

South 30 degrees 55 minutes 12 seconds West, a distance of 514.14 feet to set Mag Nail;

South 59 degrees 04 minutes 41 seconds East, a distance of 159.85 feet to a set iron rod;

South 21 degrees 12 minutes 11 seconds West, a distance of 121.75 feet to a set iron rod;

South 30 degrees 55 minutes 12 seconds West, a distance of 190.00 feet to a set iron rod for the southwest corner of said GRASSLAND ESTATES WEST Section 9 on the southwest line of said SBC tract; said set iron rod being located on the northeasterly right-of-way line of State Highway 158 (a 120' right-of-way per Cabinet I, Page 198, O.P.R.M.C.T.);

(Description continues on Page 3 of 3)

(Description continued from Page 2 of 3)

THENCE North 59 degrees 05 minutes 30 seconds West, along the southwest line of said SBC tract and said northeast right-of-way line, a distance of 1826.31 feet to a Point for the southwest corner of the right-of-way of Wadley Drive (Cabinet L, Page 189, O.P.R.M.C.T.);

THENCE Northeasterly, along said right-of-way line, the following:

North 75 degrees 55 minutes 12 seconds East, a distance of 70.88 feet to a found capped iron rod marked “PLS 1974”;

THENCE North 30 degrees 55 minutes 11 seconds East, a distance of 512.04 feet to a found capped iron rod marked "PLS 1974" for the beginning of a curve to the right having a radius of 1060.00 feet and a chord bearing North 36 degrees 40 minutes 40 seconds East, 216.35 feet;

THENCE Northeasterly, along said curve to the right, through a central angle of 11 degrees 42 minutes 54 seconds, an arc distance of 216.73 feet to a found capped iron rod marked "PLS 1974" for the end of said right-of-way of Wadley Drive and the beginning of a curve to the right having a radius of 1060.00 feet and a chord bearing North 58 degrees 34 minutes 08 seconds East, 611.29 feet; said found iron rod also being located on the remainder of the aforementioned SCP Hwy 158, LLC tract;

THENCE Northeasterly, along said curve to the right and said SCP Hwy 158, LLC tract, through a central angle of 33 degrees 31 minutes 05 seconds, an arc distance of 620.11 feet to a found capped iron rod marked "PLS 1974" for the end of said curve;

THENCE South 75 degrees 19 minutes 38 seconds West, along the north line of said SCP Hwy 158 Land, LLC tract, a distance of 927.08 feet to a found capped iron rod marked "PLS 1974" for the beginning of a non-tangent curve to the right having a radius of 1183.00 feet and a chord bearing North 77 degrees 24 minutes 09 seconds West, 545.61 feet;

THENCE Westerly, along said curve to the right and continuing along the north line of said SCP Hwy 158 Land, LLC tract, through a central angle of 26 degrees 39 minutes 55 seconds, an arc distance of 550.57 feet, to the Point of Beginning and containing 97.05 acres of land.

Kerry M Hoefner

16 MAR, 2021

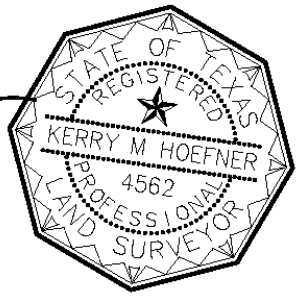


EXHIBIT A

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) "A" (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, GRASSLANDS IV, LTD. ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Signature of Owner or Owner's Authorized Representative

LARRY H. WALKER, P.E.

Printed Name

V.P. ENGINEERING

Title

THE STATE OF Texas §
§
COUNTY OF Midland §

This instrument was acknowledged before me on the 16th day of March, 2021, by Larry H. Walker in the capacity herein stated.

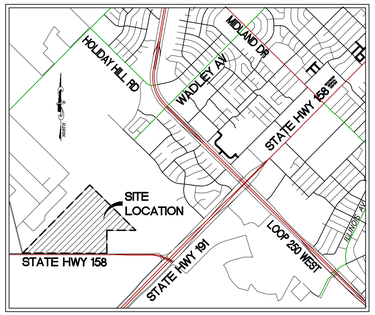
MY COMMISSION EXPIRES

11/20/2022

Notary Public, State of Texas

KAREN S WHITE
My Notary ID # 130032445
Expires November 20, 2022

EXHIBIT A



VICINITY MAP
(NOT TO SCALE)

LEGEND

- DENOTES SET 1/2-INCH IRON ROD W/RED PLASTIC CAP MARKED "WEST CO. MIDLAND"
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING TOPOGRAPHIC POINTS & ELEVATIONS
- DENOTES POWER POLE
- DENOTES FLOODWAY BOUNDARY
- DENOTES ZONE AE – REGULATORY FLOODWAY
- DENOTES ZONE AE – WITH BASE FLOOD ELEVATION
- DENOTES BOUNDARY LINE
- DENOTES LOT LINE
- DENOTES RIGHT OF WAY (R.O.W.) DEDICATION
- DENOTES EASEMENT LINE
- DENOTES EXISTING EASEMENT LINE
- DENOTES ADJACENT DEED OR PROPERTY LINE
- DENOTES EXISTING WATER LINE
- DENOTES EXISTING SANITARY SEWER
- DENOTES EXISTING ELECTRIC LINE
- DENOTES EXISTING FENCE LINE
- DENOTES FIBER OPTIC LINE
- DENOTES EXISTING CONTOURS
- DENOTES SECTION LINE
- DENOTES SECTION NUMBER

Curve Table					
CURVE	RADIUS	DELTA	Length	CHORD BEARING	DIST.
C1	693.27'	32°13'03"	389.35'	N 47°03'46" E	384.24'
C2	70.61'	57°25'53"	70.48'	S 87°56'14" E	62.57'
C3	70.20'	44°16'14"	54.25'	N 53°07'25" E	52.91'
C4	71.05'	45°18'41"	55.66'	S 81°52'36" E	54.24'
C5	101.46'	45°05'04"	79.59'	N 88°06'19" E	77.56'
C6	160.23'	37°44'45"	105.53'	S 04°13'36" W	103.66'

Parcel Line Table		
Line #	Length	Direction
L1	39.26'	S 30°17'37" W
L2	28.30'	S 75°56'28" W
L3	56.44'	N 59°04'16" W
L4	139.92'	S 30°55'01" W
L5	30.01'	N 59°04'41" W
L6	60.00'	S 30°55'44" W
L7	28.29'	S 14°03'57" E
L8	60.00'	S 59°04'48" E
L9	28.28'	N 75°55'12" E
L10	119.09'	S 59°04'42" E
L11	159.85'	S 59°06'24" E
L12	121.75'	S 21°12'09" W
L13	190.12'	S 30°55'45" W
L14	70.88'	N 14°04'48" W
L15	50.00'	S 59°02'26" E
L16	70.88'	N 14°04'48" W
L17	70.16'	N 51°58'36" W
L18	28.28'	N 75°55'12" E
L19	88.30'	N 14°42'41" W
L20	28.29'	N 59°41'31" W
L21	100.00'	N 75°19'38" E
L22	28.28'	S 30°18'29" W
L23	88.48'	S 14°39'13" E
L24	162.08'	S 59°04'40" E
L25	60.75'	N 51°58'36" W
L26	70.88'	N 75°55'12" E
L27	170.12'	N 59°05'30" W

ANNEXATION EXHIBIT

GRASSLAND ESTATES WEST, SECTION 12 [PHASE 1]
68.71 ACRES (TRACTS A1, A2, A3, A4)
&
TRACT TO BE DEDICATED TO THE CITY OF MIDLAND
27.05 ACRES (TRACT B)
&
EXISTING TRACT OWNED BY THE CITY OF MIDLAND
0.20 ACRES (TRACT C)
&
EXISTING R.O.W. OF WADLEY ROAD
1.28 ACRES (TRACT D)

LOCATED IN SECTION 35, BLOCK 40, T-1-S, T & P RR Co. SURVEY,
CITY AND COUNTY OF MIDLAND, TEXAS

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, Kerry M. Hoefner, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this plat was prepared from an actual and accurate survey of the land and that the corner monuments shown thereon were properly located under my personal supervision, in accordance with the Subdivision Regulations of the City of Midland, Texas.

KERRY M. HOEFNER, R.P.L.S 4562
2713 CANTRELL ST.
IRVING, TX 75062
214.714.2340

STATE OF TEXAS – REGISTERED – KERRY M HOEFNER – 4562 – PROFESSIONAL LAND SURVEYOR

18 JAN, 2021
REV. 28 FEB, 2021
REV. 16 MAR, 2021

OWNER:
GRASSLAND IV, LTD.
5908 Homestead Blvd
Midland, TX 797072115

WEST COMPANY
SURVEYORS - ENGINEERS - PLANNERS ,
ENGINEER REGISTRATION: FIRM 2184
SURVEYOR REGISTRATION: FIRM 100682-00
110 W. LOUISIANA AVE., SUITE 110,
MIDLAND, TEXAS 79701
(432) 687-0865 - FAX (432) 687-0868

FEBRUARY 2021

GRASSLAND ESTATES WEST, SECTION 12 [PHASE 1]

© COPYRIGHT 2020 ALL RIGHTS RESERVED

E:_03_WESTCO\2020\2020-0252 GRASSLAND 12 ANNEX\DIBUJOS\ANNEXATION\2020-0252-ANNEXATION-EXHIBIT (2).DWG

PACKET
18:13
June 22, 2021

CONTINUATION OF EXHIBIT A

ANNEXATION DESCRIPTION - OVERALL

BEING a 97.05 acre tract or parcel of land situated in Section 35, Block 40, T-1-S of the T & P RR Co. Survey, Midland County, Texas and being a portion of that certain tract described in Warranty Deed to SBC Corporation, recorded in Volume 1464, Page 174, Official Public Records, Midland County, Texas (O.P.R.M.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at [N= 10,697,791.19; E= 1,721,846.96] a found capped iron rod marked "PLS 1974" located North 75 degrees 19 minutes 38 seconds East a distance of 657.97 feet from a found 60d nail for the most westerly corner of said SBC tract; said iron rod also being the most northerly west corner of that certain tract described in Special Warranty Deed to SCP Hwy 158 Land, LLC, recorded in Document Number 2019-15764, O.P.R.M.C.T., and being located on the north line of said Section 35;

THENCE North 75 degrees 19 minutes 38 seconds East, along the north line of said SBC tract and said section line, a distance of 3997.10 feet to a set iron rod with red plastic cap marked "WEST CO MIDLAND" (hereinafter referred to as a set iron rod) located at or near the northeast corner of said Section 35;

THENCE South 14 degrees 20 minutes 36 seconds East, along the east line of said Section 35, a distance of 1162.92 feet to a point for the beginning of a non-tangent curve to the right having a radius of 1050.64 feet and a chord bearing South 28 degrees 45 minutes 59 seconds West, 60.87 feet;

THENCE Southerly, along said curve to the right, through a central angle of 03 degrees 21 minutes 41 seconds, an arc distance of 61.54 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND" for the end of said curve and the northeast corner of GRASSLAND ESTATES WEST Section 10, recorded in Cabinet L, Page 50A, O.P.R.M.C.T.;

THENCE along the northeast, north and northwest line of said GRASSLAND ESTATES WEST Section 10 the following:

North 59 degrees 04 minutes 48 seconds West, a distance of 304.40 feet to 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND"

South 30 degrees 17 minutes 37 seconds West, a distance of 39.26 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

North 59 degrees 43 minutes 03 seconds West, a distance of 662.80 feet to a found iron rod with red plastic cap marked "WEST CO MIDLAND";

South 75 degrees 18 minutes 01 seconds West, a distance of 447.12 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

South 30 degrees 57 minutes 35 seconds West, a distance of 1,035.07 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

(Description continues on Page 2 of 3)

(Description continued from Page 3 of 3)

South 75 degrees 56 minutes 28 seconds West, a distance of 28.30 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

North 59 degrees 04 minutes 16 seconds West, a distance of 56.44 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

South 30 degrees 55 minutes 01 seconds West, a distance of 139.92 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

North 59 degrees 04 minutes 41 seconds West, a distance of 30.01 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

South 30 degrees 55 minutes 44 seconds West, a distance of 60.00 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

South 14 degrees 03 minutes 57 seconds East, a distance of 30.00 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

South 59 degrees 04 minutes 42 seconds East, a distance of 60.00 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

North 75 degrees 55 minutes 12 seconds East, a distance of 28.28 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

South 59 degrees 04 minutes 42 seconds East, a distance of 120.15 feet to a set Mag Nail for the most westerly northwest corner of GRASSLAND ESTATES WEST Section 9, recorded in Cabinet I, Page 198, O.P.R.M.C.T.;

THENCE along the west line of said GRASSLAND ESTATES WEST, Section 9 the following:

South 30 degrees 55 minutes 12 seconds West, a distance of 514.14 feet to set Mag Nail;

South 59 degrees 04 minutes 41 seconds East, a distance of 159.85 feet to a set iron rod;

South 21 degrees 12 minutes 11 seconds West, a distance of 121.75 feet to a set iron rod;

South 30 degrees 55 minutes 12 seconds West, a distance of 190.00 feet to a set iron rod for the southwest corner of said GRASSLAND ESTATES WEST Section 9 on the southwest line of said SBC tract; said set iron rod being located on the northeasterly right-of-way line of State Highway 158 (a 120' right-of-way per Cabinet I, Page 198, O.P.R.M.C.T.);

(Description continues on Page 3 of 3)

(Description continued from Page 2 of 3)

THENCE North 59 degrees 05 minutes 30 seconds West, along the southwest line of said SBC tract and said northeast right-of-way line, a distance of 1826.31 feet to a Point for the southwest corner of the right-of-way of Wadley Drive (Cabinet L, Page 189, O.P.R.M.C.T.);

THENCE Northeasterly, along said right-of-way line, the following:

North 75 degrees 55 minutes 12 seconds East, a distance of 70.88 feet to a found capped iron rod marked “PLS 1974”;

THENCE North 30 degrees 55 minutes 11 seconds East, a distance of 512.04 feet to a found capped iron rod marked "PLS 1974" for the beginning of a curve to the right having a radius of 1060.00 feet and a chord bearing North 36 degrees 40 minutes 40 seconds East, 216.35 feet;

THENCE Northeasterly, along said curve to the right, through a central angle of 11 degrees 42 minutes 54 seconds, an arc distance of 216.73 feet to a found capped iron rod marked "PLS 1974" for the end of said right-of-way of Wadley Drive and the beginning of a curve to the right having a radius of 1060.00 feet and a chord bearing North 58 degrees 34 minutes 08 seconds East, 611.29 feet; said found iron rod also being located on the remainder of the aforementioned SCP Hwy 158, LLC tract;

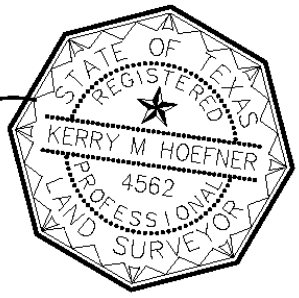
THENCE Northeasterly, along said curve to the right and said SCP Hwy 158, LLC tract, through a central angle of 33 degrees 31 minutes 05 seconds, an arc distance of 620.11 feet to a found capped iron rod marked "PLS 1974" for the end of said curve;

THENCE South 75 degrees 19 minutes 38 seconds West, along the north line of said SCP Hwy 158 Land, LLC tract, a distance of 927.08 feet to a found capped iron rod marked "PLS 1974" for the beginning of a non-tangent curve to the right having a radius of 1183.00 feet and a chord bearing North 77 degrees 24 minutes 09 seconds West, 545.61 feet;

THENCE Westerly, along said curve to the right and continuing along the north line of said SCP Hwy 158 Land, LLC tract, through a central angle of 26 degrees 39 minutes 55 seconds, an arc distance of 550.57 feet, to the Point of Beginning and containing 97.05 acres of land.

Kerry M Hoefner

16 MAR, 2021



SERVICE AGREEMENT

THIS AGREEMENT is made and effective the 3 day of MAY 20 21, by and between the CITY OF MIDLAND, TEXAS, hereinafter called "CITY," and GRASSLANDS IV, LTD, hereinafter referred to as "PETITIONER" whether one or more.

WHEREAS, a petition for annexation of a **97.05-acres tract of land, located in Sections 35 and 36, Block 40, T-1-S, T&P Railroad Survey, Midland County, Texas**, said tract being more fully described by metes and bounds therein (the "Area"), has been submitted to CITY by PETITIONER, the owner(s) of the land located in the Area, a copy of which is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, before CITY annexes the Area, CITY and PETITIONER must enter into a written agreement for the provision of services in the Area in accordance with Section 43.0672 of the Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is (1) to list each service CITY will provide in the Area on the effective date of the annexation, (2) to establish a schedule that includes the period within which CITY will provide each service in the Area that is not provided on the effective date of the annexation, and (3) to establish the duty of PETITIONER to pay fees similar to impact fees in the event that CITY has adopted, or adopts in the future, one or more ordinances establishing impact fees. PETITIONER understands and agrees that CITY is not required to provide a service that is not included in this Agreement. PETITIONER further understands and agrees that the execution of this Agreement does not constitute a promise by CITY to annex the Area and that this Agreement is not a permit for purposes of Chapter 245 of the Local Government Code.

ARTICLE II. TERM

The term of this Agreement shall be one year; provided, however, that if CITY annexes the Area within one year from the effective date, the term of this Agreement shall continue until such time when all services described in this Agreement are provided in the Area, and at such time, the Agreement shall terminate and shall be of no further force or effect except for those provisions that expressly survive termination. If CITY does not annex the Area during the term of this Agreement, this Agreement shall terminate and shall be of no further force or effect, and CITY shall have no duty to provide services to the Area.

ARTICLE III. SERVICES TO BE PROVIDED UPON ANNEXATION

CITY will provide the following services in the Area on the date that the ordinance annexing the Area becomes effective:

A. **Engineering:** CITY's Engineering Services Department will maintain streets, drainage facilities, and rights-of-way in accordance with CITY policies, procedures, and ordinances and applicable laws. PETITIONER understands and agrees that PETITIONER may be required to construct public improvements, including but not limited to (i) roadways adjacent to property located in the Area upon platting and (ii) roadway connections to existing facilities in the Area upon issuance of building permits in accordance with applicable laws and ordinances. PETITIONER understands and agrees that the Area will be included in CITY's service area of CITY's drainage utility.

B. **Utilities:** CITY will provide water services and wastewater collection services, upon platting property in the Area, in accordance with the City Code at rates established by ordinances for such services; provided, however, that no such service shall be provided until the public improvements necessary therefor have been constructed and CITY has approved said improvements. PETITIONER understands and agrees that CITY may require PETITIONER to construct such public improvements in accordance with applicable laws and ordinances.

C. **Development:** CITY's Development Services Department will provide planning, land development, land use, building review and inspection, and code enforcement services in accordance with applicable laws, rules, regulations, and ordinances.

D. **Police:** CITY's Police Department will provide emergency and routine call response, traffic enforcement, and law enforcement services in the Area.

E. **Fire:** CITY's Fire Department will provide emergency service for fire protection services and emergency medical services.

F. **Community Services:** CITY's Community Services Department will provide access to services and programs that may be offered by the Health and Senior Services Division, services and programs that may be offered by Animal Services Division, and access to City-owned parks.

G. **Solid Waste:** CITY's Solid Waste Department will provide residential garbage pickup service only. PETITIONER understands and agrees that CITY will not provide garbage pickup services to new commercial developments.

Regarding the services described above, PETITIONER understands and agrees that CITY will provide a level of services that is comparable to the level of services available in other parts of the City of Midland with topography, land use, and population density similar to those reasonably contemplated or projected for the Area. PETITIONER understands and acknowledges that any CITY departments or divisions identified above may change names or be reorganized. Any reference to a specific CITY department or division also includes any subsequent CITY department or division that will provide the same or similar services.

ARTICLE IV. IMPACT FEES

A. **Fees to be assessed and collected.** Except as otherwise described herein, if CITY has adopted, or adopts in the future, one or more ordinances establishing impact fees in accordance with Chapter 395 of the Local Government Code, CITY shall assess and collect fees associated with the development of the Area as described for impact fees in the applicable impact fee ordinance(s) (the "Fees").

B. **Service areas.** For purposes of assessing and collecting Fees for water and wastewater under this Agreement, the Area is deemed to be located within CITY's capital improvements plan service area therefor. For the purpose of assessing and collecting Fees for roadways under this Agreement, the Area is deemed to be located in CITY's capital improvements plan roadway service area(s) immediately adjacent thereto; provided, however, that if the Area is not located immediately adjacent to a roadway service area and is located immediately adjacent to a tract of land that is associated with an agreement regarding fees similar to the Fees in this Agreement, the Area is deemed to be located in the roadway service area(s) specified in such similar agreement associated with the adjacent tract of land.

C. **Capital improvements and facility expansions.** For purposes of this Agreement, a capital improvement or facility expansion that will serve the Area shall be deemed to be included in CITY's capital improvements plan if:

   a. said capital improvement or facility expansion is substantially similar to a type of capital improvement or facility expansion identified in CITY's capital improvements plan; or

   b. said capital improvement or facility expansion is an extension of a capital improvement or facility expansion identified in CITY's capital improvements plan.

D. **Time of assessment.** Fees shall be assessed at the time of recordation of a final plat of any portion of the Area, at the time the Area is annexed, or on the effective date(s) of the applicable impact fee ordinance(s), whichever is later.

E. **Time of collection.** CITY shall collect the Fees from PETITIONER at the time of issuance of a building permit. PETITIONER acknowledges and agrees that no building permit or certificate of occupancy shall be issued until PETITIONER has paid the applicable Fees.

F. **Amendment to land use assumptions, capital improvements plan, or impact fees.** Notwithstanding any provision in this Agreement to the contrary, if CITY amends its land use assumptions, capital improvements plan, or impact fees such that PETITIONER would be required to pay impact fees, CITY shall assess and PETITIONER shall pay the applicable impact fees in accordance with the applicable impact fee ordinance(s), as amended; provided, however, that to the extent CITY assesses applicable Fees for service units under this Agreement, PETITIONER shall pay such Fees in accordance with this Agreement and shall not be required to pay the applicable impact fees for the same service units.

G. **Article to survive termination.** If CITY annexes the Area within one year from the

effective date, the provisions of this Article shall survive termination of this Agreement.

ARTICLE V. GOVERNMENTAL IMMUNITY

By executing this agreement CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE VI. RELEASE

NOTWITHSTANDING ANY OTHER PROVISIONS, PETITIONER HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH PETITIONER HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, CITY'S NEGLIGENCE, OR CLAIMS UNDER CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE VII. ATTORNEYS' FEES

In the event of any conflict between the parties hereto such that either party brings or commences any legal action or proceeding related to this Agreement, including but not limited to any action pursuant to the provisions of the Texas Uniform Declaratory Judgments Act (Tex. Civ. Prac. & Rem. Code §37.001, et seq., as amended), the parties hereto agree to waive any and all rights to recovery of attorneys' fees to which the prevailing party might otherwise be entitled.

BY EXECUTING THIS AGREEMENT, THE PARTIES AGREE TO WAIVE AND DO HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM EITHER PARTY HAS OR MAY HAVE IN THE FUTURE AGAINST THE OTHER PARTY, SPECIFICALLY AND SOLELY REGARDING THE AWARD OF ATTORNEYS' FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. THE PARTIES SPECIFICALLY AGREE THAT IF A PARTY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING

RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE PARTY BRINGING THE ACTION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEYS' FEES TO WHICH THE PARTY MIGHT OTHERWISE BE ENTITLED.

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

THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT. PETITIONER AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE VIII. GENERAL PROVISIONS

A. **Governing law and venue.** This Agreement shall be governed by the laws of the State of Texas. All performance made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. The provisions of this Article VIII.A. shall survive termination of this Agreement.

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

follows:

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

If to PETITIONER: Grasslands IV, LTD
5908 Homestead Boulevard
Midland, Texas 79707

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

C. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

D. **Use of language.** Words in the singular shall be held to include the plural, unless the context otherwise requires.

E. **Amendments, modifications, alterations.** No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

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

G. **Notice of alleged breach; statutory prerequisites.** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, PETITIONER or PETITIONER'S legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which PETITIONER will settle, the physical and mailing addresses of PETITIONER at the time and date the claim was presented and the physical and mailing addresses of PETITIONER for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom PETITIONER relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to PETITIONER that PETITIONER'S notice is insufficient. CITY reserves the right to request reasonable additional information regarding the claim. Said additional information shall be

supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, PETITIONER'S failure to comply with the requirements herein shall perpetually bar PETITIONER'S claim for damages under Chapter 271 of the Texas Local Government Code and Section 311.034 of the Texas Government Code, regardless of whether CITY has actual or constructive notice or knowledge of said claim or alleged damages. The provisions of this Article VIII.G. shall survive termination of this agreement. **PETITONER AGREES THAT THE REQUIREMENTS OF THIS ENTIRE AGREEMENT ARE REASONABLE.**

H. **Covenants run with the land.** The provisions of this Agreement are covenants that run with the land located in the Area. CITY and PETITIONER agree that this Agreement may be recorded in the deed records of the county in which the Area is located. CITY and PETITIONER acknowledge and agree that this Agreement is binding upon CITY and PETITIONER and their respective successors, executors, heirs, and assigns, as applicable. The provisions of this Article VIII.H. shall survive termination of this Agreement.

EXECUTED the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, Interim City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

PETITIONER:

By: _____

Name: Robert W. Graham

Title: PRES

STATE OF Texas §

§

COUNTY OF Midland §

BEFORE ME, the undersigned authority, on this 29th day of April, 2021 personally appeared, Robert W. Graham, an officer of Grasslands IV, 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 29th day of April, 2021.

KAREN S WHITE
My Notary ID # 130032445
Expires November 20, 2022

Karen S White

Notary Public, State of Texas

EXHIBIT "A" TO SERVICE AGREEMENT

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) "A" (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, GRASSLANDS IV, LTD. ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Signature of Owner or Owner's Authorized Representative

LARRY H. WALKER, P.E.

Printed Name

V.P. ENGINEERING

Title

THE STATE OF Texas §
§
COUNTY OF Midland §

This instrument was acknowledged before me on the 16th day of March 2021 by Larry H. Walker in the capacity herein stated.

MY COMMISSION EXPIRES

11/20/2023

Notary Public, State of Texas

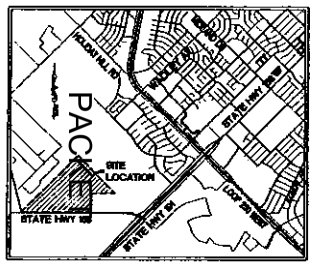
KAREN S WHITE
My Notary ID # 130032445
Expires November 20, 2022

EXHIBIT A

ANNEXATION EXHIBIT

GRASSLAND ESTATES WEST, SECTION 12 [PHASE 1]
68.71 ACRES (TRACTS A1, A2, A3, A4)
&
TRACT TO BE DEDICATED TO THE CITY OF MIDLAND
27.05 ACRES (TRACT B)
&
EXISTING TRACT OWNED BY THE CITY OF MIDLAND
0.20 ACRES (TRACT C)
&
EXISTING R.O.W. OF WADLEY ROAD
1.28 ACRES (TRACT D)

LOCATED IN SECTION 35, BLOCK 40, T-1-S, T & P RR Co. SURVEY,
CITY AND COUNTY OF MIDLAND, TEXAS



VICINITY MAP
(NOT TO SCALE)

LEGEND

Curve Table					
CURVE	RADIUS	DELTA	Length	CHORD BEARING	DIST.
C1	683.27'	32°13'03"	389.35'	N 47°03'46" E	384.24'
C2	70.61'	57°25'53"	70.48'	S 87°56'14" E	62.57'
C3	70.20'	44°16'14"	54.25'	N 53°07'25" E	52.91'
C4	71.05'	45°18'41"	55.68'	S 81°52'38" E	54.24'
C5	101.46'	45°05'04"	79.58'	N 88°06'19" E	77.56'
C6	180.23'	37°44'45"	105.53'	S 04°13'36" W	103.64'

Parcel Line Table		
Line #	Length	Direction
L1	39.26'	S 30°17'37" W
L2	28.30'	S 75°56'28" W
L3	56.44'	N 59°04'16" W
L4	139.92'	S 30°55'01" W
L5	30.01'	N 59°04'41" W
L6	60.00'	S 30°55'44" W
L7	28.29'	S 14°03'57" E
L8	60.00'	S 59°04'48" E
L9	28.26'	N 75°55'12" E
L10	119.09'	S 59°04'42" E
L11	159.85'	S 59°06'24" E
L12	121.75'	S 21°12'09" W
L13	190.12'	S 30°55'45" W
L14	70.88'	N 14°04'48" W
L15	50.00'	S 59°02'26" E
L16	70.88'	N 14°04'48" W
L17	70.16'	N 51°58'36" W
L18	28.26'	N 75°55'12" E
L19	88.30'	N 14°42'41" W
L20	28.29'	N 59°41'31" W
L21	100.00'	N 75°19'38" E
L22	28.26'	S 30°16'29" W
L23	88.48'	S 14°39'13" E
L24	162.06'	S 59°04'40" E
L25	60.75'	N 51°58'36" W
L26	70.88'	N 75°55'12" E
L27	170.12'	N 59°05'30" W

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, Kerry M. Hoefner, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this plat was prepared from an actual and accurate survey of the land and that the corner monuments shown thereon were properly located under my personal supervision, in accordance with the Subdivision Regulations of the City of Midland, Texas.

KERRY M. HOEFNER, RPLS 4562
2713 CANTRELL ST.
IRVING, TX 75062
214.714.2340

15 JAN, 2021
REV. 28 FEB, 2021
REV. 16 MAR, 2021

OWNER:
GRASSLAND IV, LTD.
5908 Homestead Blvd
Midland, TX 797072115

WEST COMPANY
SURVEYORS - ENGINEERS - PLANNERS,
ENGINEER REGISTRATION: FIRM 2184
SURVEYOR REGISTRATION: FIRM 100682-00
110 W. LOUISIANA AVE., SUITE 110,
MIDLAND, TEXAS 79701
(432) 687-0865 - FAX (432) 687-0868

FEBRUARY 2021

GRASSLAND ESTATES WEST, SECTION 12 [PHASE 1]

© COPYRIGHT 2020 ALL RIGHTS RESERVED

PAGE 1826

June 22, 2021

E:\...\3_INVESTCO\2020\3020-0252 GRASSLAND 12 ANNEX\DWG\PLAT\ANNEXATION\3020-0252-ANNEXATION-EXHIBIT (2).DWG

CONTINUATION OF EXHIBIT A

ANNEXATION DESCRIPTION - OVERALL

BEING a 97.05 acre tract or parcel of land situated in Section 35, Block 40, T-1-S of the T & P RR Co. Survey, Midland County, Texas and being a portion of that certain tract described in Warranty Deed to SBC Corporation, recorded in Volume 1464, Page 174, Official Public Records, Midland County, Texas (O.P.R.M.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at [N= 10,697,791.19; E= 1,721,846.96] a found capped iron rod marked "PLS 1974" located North 75 degrees 19 minutes 38 seconds East a distance of 657.97 feet from a found 60d nail for the most westerly corner of said SBC tract; said iron rod also being the most northerly west corner of that certain tract described in Special Warranty Deed to SCP Hwy 158 Land, LLC, recorded in Document Number 2019-15764, O.P.R.M.C.T., and being located on the north line of said Section 35;

THENCE North 75 degrees 19 minutes 38 seconds East, along the north line of said SBC tract and said section line, a distance of 3997.10 feet to a set iron rod with red plastic cap marked "WEST CO MIDLAND" (hereinafter referred to as a set iron rod) located at or near the northeast corner of said Section 35;

THENCE South 14 degrees 20 minutes 36 seconds East, along the east line of said Section 35, a distance of 1162.92 feet to a point for the beginning of a non-tangent curve to the right having a radius of 1050.64 feet and a chord bearing South 28 degrees 45 minutes 59 seconds West, 60.87 feet;

THENCE Southerly, along said curve to the right, through a central angle of 03 degrees 21 minutes 41 seconds, an arc distance of 61.54 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND" for the end of said curve and the northeast corner of GRASSLAND ESTATES WEST Section 10, recorded in Cabinet L, Page 50A, O.P.R.M.C.T.;

THENCE along the northeast, north and northwest line of said GRASSLAND ESTATES WEST Section 10 the following:

North 59 degrees 04 minutes 48 seconds West, a distance of 304.40 feet to 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND"

South 30 degrees 17 minutes 37 seconds West, a distance of 39.26 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

North 59 degrees 43 minutes 03 seconds West, a distance of 662.80 feet to a found iron rod with red plastic cap marked "WEST CO MIDLAND";

South 75 degrees 18 minutes 01 seconds West, a distance of 447.12 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

South 30 degrees 57 minutes 35 seconds West, a distance of 1,035.07 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

(Description continues on Page 2 of 3)

(Description continued from Page 3 of 3)

South 75 degrees 56 minutes 28 seconds West, a distance of 28.30 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

North 59 degrees 04 minutes 16 seconds West, a distance of 56.44 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

South 30 degrees 55 minutes 01 seconds West, a distance of 139.92 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

North 59 degrees 04 minutes 41 seconds West, a distance of 30.01 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

South 30 degrees 55 minutes 44 seconds West, a distance of 60.00 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

South 14 degrees 03 minutes 57 seconds East, a distance of 30.00 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

South 59 degrees 04 minutes 42 seconds East, a distance of 60.00 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

North 75 degrees 55 minutes 12 seconds East, a distance of 28.28 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

South 59 degrees 04 minutes 42 seconds East, a distance of 120.15 feet to a set Mag Nail for the most westerly northwest corner of GRASSLAND ESTATES WEST Section 9, recorded in Cabinet I, Page 198, O.P.R.M.C.T.;

THENCE along the west line of said GRASSLAND ESTATES WEST, Section 9 the following:

South 30 degrees 55 minutes 12 seconds West, a distance of 514.14 feet to set Mag Nail;

South 59 degrees 04 minutes 41 seconds East, a distance of 159.85 feet to a set iron rod;

South 21 degrees 12 minutes 11 seconds West, a distance of 121.75 feet to a set iron rod;

South 30 degrees 55 minutes 12 seconds West, a distance of 190.00 feet to a set iron rod for the southwest corner of said GRASSLAND ESTATES WEST Section 9 on the southwest line of said SBC tract; said set iron rod being located on the northeasterly right-of-way line of State Highway 158 (a 120' right-of-way per Cabinet I, Page 198, O.P.R.M.C.T.);

(Description continues on Page 3 of 3)

(Description continued from Page 2 of 3)

THENCE North 59 degrees 05 minutes 30 seconds West, along the southwest line of said SBC tract and said northeast right-of-way line, a distance of 1826.31 feet to a Point for the southwest corner of the right-of-way of Wadley Drive (Cabinet L, Page 189, O.P.R.M.C.T.);

THENCE Northeasterly, along said right-of-way line, the following:

North 75 degrees 55 minutes 12 seconds East, a distance of 70.88 feet to a found capped iron rod marked "PLS 1974";

THENCE North 30 degrees 55 minutes 11 seconds East, a distance of 512.04 feet to a found capped iron rod marked "PLS 1974" for the beginning of a curve to the right having a radius of 1060.00 feet and a chord bearing North 36 degrees 40 minutes 40 seconds East, 216.35 feet;

THENCE Northeasterly, along said curve to the right, through a central angle of 11 degrees 42 minutes 54 seconds, an arc distance of 216.73 feet to a found capped iron rod marked "PLS 1974" for the end of said right-of-way of Wadley Drive and the beginning of a curve to the right having a radius of 1060.00 feet and a chord bearing North 58 degrees 34 minutes 08 seconds East, 611.29 feet; said found iron rod also being located on the remainder of the aforementioned SCP Hwy 158, LLC tract;

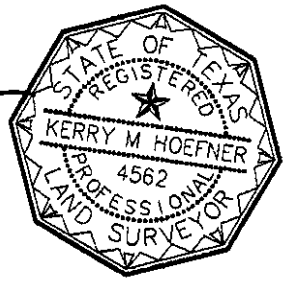
THENCE Northeasterly, along said curve to the right and said SCP Hwy 158, LLC tract, through a central angle of 33 degrees 31 minutes 05 seconds, an arc distance of 620.11 feet to a found capped iron rod marked "PLS 1974" for the end of said curve;

THENCE South 75 degrees 19 minutes 38 seconds West, along the north line of said SCP Hwy 158 Land, LLC tract, a distance of 927.08 feet to a found capped iron rod marked "PLS 1974" for the beginning of a non-tangent curve to the right having a radius of 1183.00 feet and a chord bearing North 77 degrees 24 minutes 09 seconds West, 545.61 feet;

THENCE Westerly, along said curve to the right and continuing along the north line of said SCP Hwy 158 Land, LLC tract, through a central angle of 26 degrees 39 minutes 55 seconds, an arc distance of 550.57 feet, to the Point of Beginning and containing 97.05 acres of land.

Kerry M Hoefner

16 MAR, 2021



MIDLAND
Planning Division

Annexation/Initial Zoning Application

Project Number A-21-0025
Case Number Z-21-0213

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Larry H. Walker, PE		Phone (432) 528-3159 Email lwalker@team-west.com	
Address 110 W. Louisiana St., Suite 110	City Midland	State Texas	Zip 79701

Property Owner Printed Name: GRASSLANDS IV, LTD		Phone (432) 697-9866 Email	
Address 5908 Homestead Blvd.	City Midland	State Texas	Zip 797072215

Representative *(if different from Applicant or Property Owner)* Firm: WEST COMPANY OF MIDLAND, LLC Printed Name: Larry H. Walker, PE		Phone (432) 528-3159 Email lwalker@team-west.com	
Address 110 W. Louisiana St., Suite 110	City Midland	State Texas	Zip 79701

Street Address: Approximate location S.H.158 between Brandy Hill Road & Future W. Wadley Ave.

Legal Description
Lot: Block: Subdivision: GRASSLAND ESTATES WEST, SECTION 12

Current Zoning: **Proposed Zone:** *(A1&4-SF1), (A2&A3-Regional Retail) (B&C-CITY OF MIDLAND)*

Reason for Annexation/Zone Change Request: Tracts 1 &4 will be used to build a subdivision of single family homes. Tracts A2&3 will be used for commercial and Tracts B&C are to be dedicated to the City of Midland

Present Use of Property: Agricultural

Proposed Use of Property: Subdivision of single family homes & Commercial development

How would this annexation/zone change affect the public health, safety and welfare? It would have a positive impact by providing additional living and business resources. No negative impacts.

Describe how this annexation/zone change will affect adjacent properties: Annexation of this property will expand the current residential area with no adverse effects to the adjacent properties.

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: 3.16.21
Applicant (printed): Larry H. Walker, PE	
Property Owner (signature):	Date: 3.16.21
Property Owner (printed): Robert Graham, Owner Cassland IV LP	

The Annexation/Initial Zoning shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me the undersigned authority on this day personally appeared LARRY H. WALKER, PE who, being by me duly sworn, upon oath says That (s)he is authorized by ROBERT GRAHAM the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

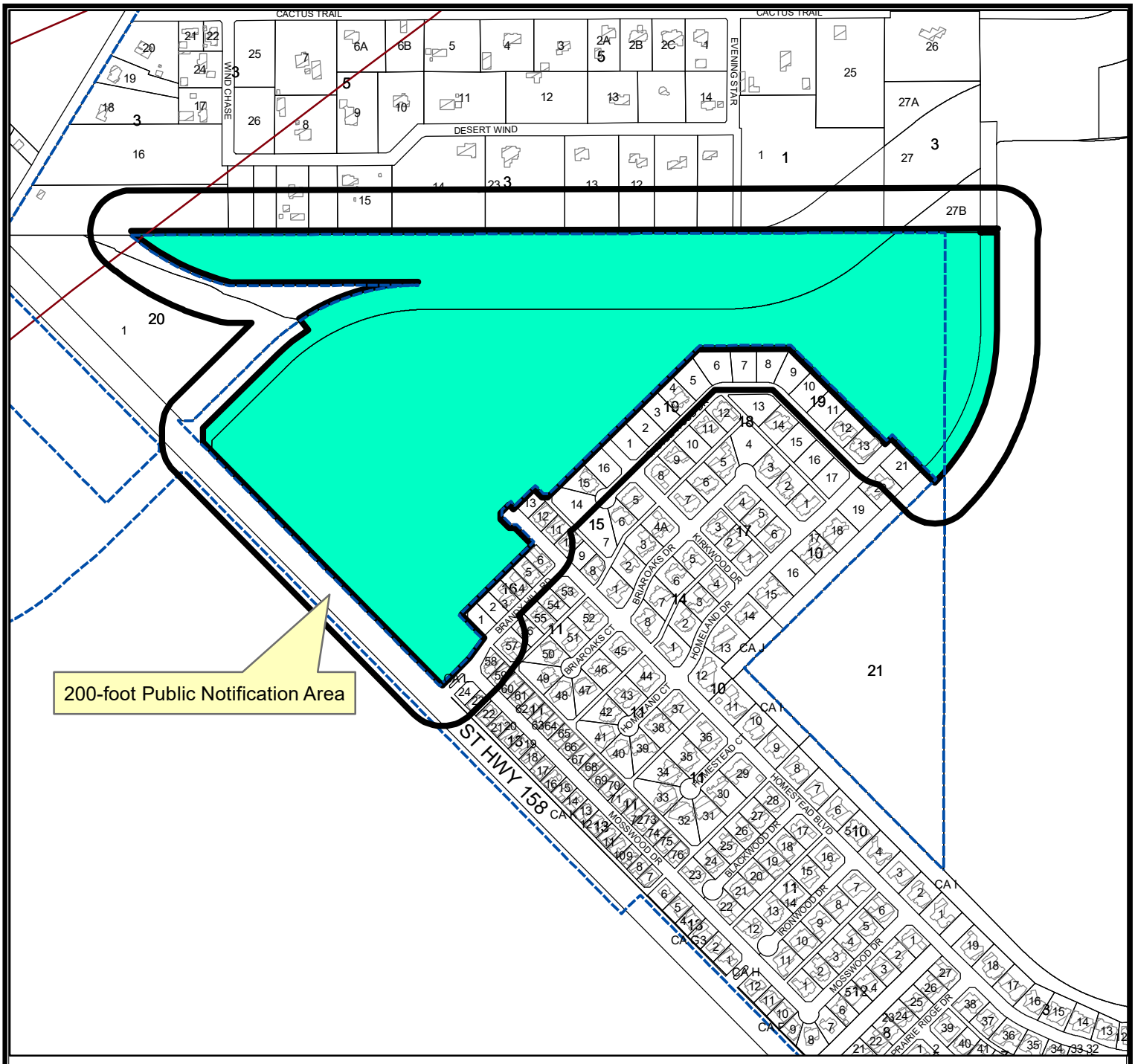
Subscribed and sworn to before me this 16th day of March 2021 to certify which witness my hand and seal of office.

KAREN S WHITE
My Notary ID # 130032445
Expires November 20, 2022

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
☐ Property Owner Authorization	☐ Metes and Bounds (Sealed by Surveyor)
☐ Application Fee	☐ Files in Digital Format (PDF/JPEG)
Check #_____	Petition
Received By:	Date:

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

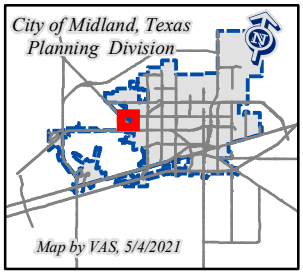
A-21-0025 **Scale: 1" = 600'**

Consider an ordinance for an annexation of a 97.05-acres tract of land located in Sections 35 and 36, Block 40, T-1-S, T&P RR. Co. Survey, Midland County, Texas.

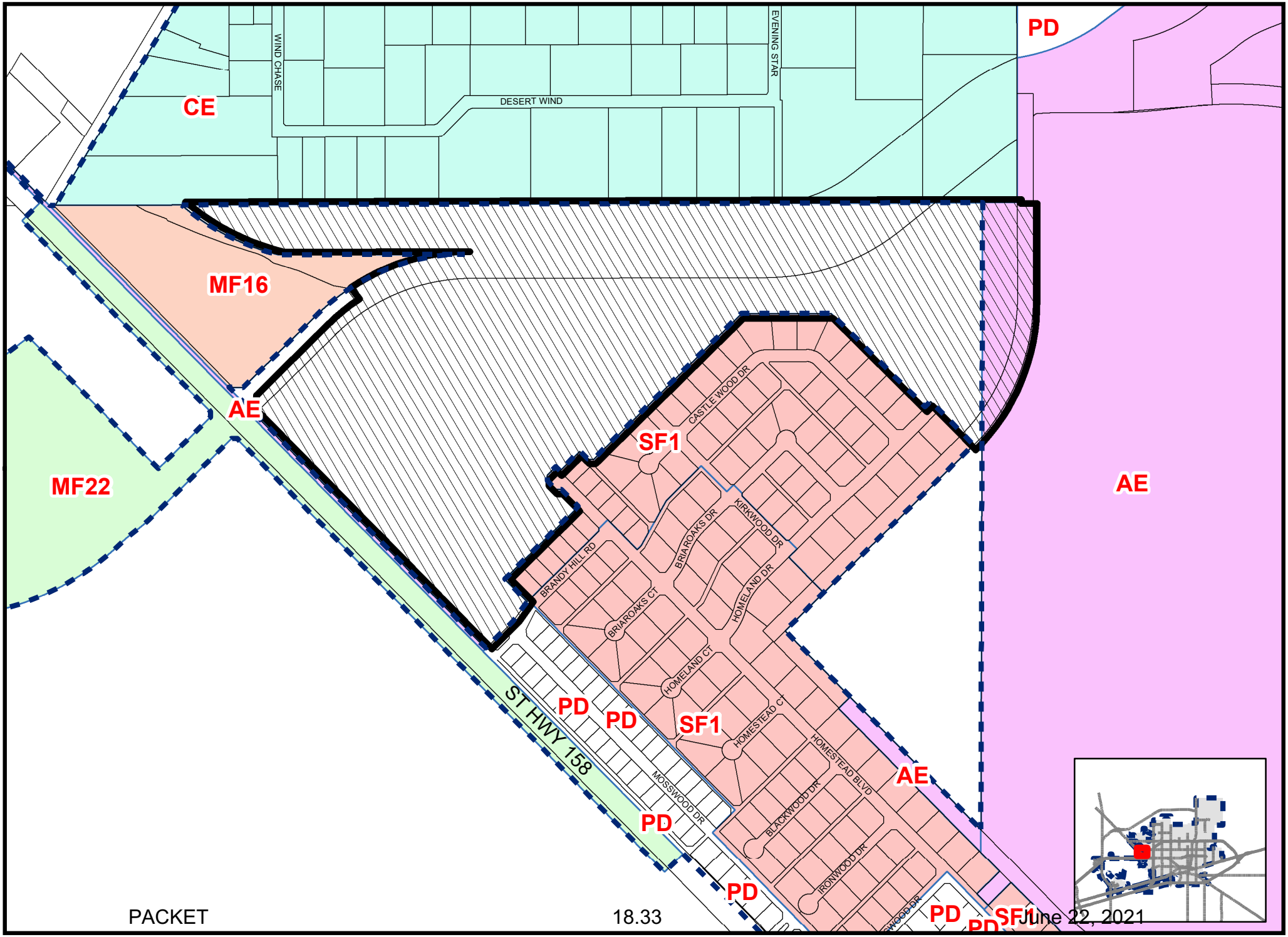
Generally located on the north side of W. State Highway 158, approximately 11 feet west of Brandy Hill Road. (Extraterritorial Jurisdiction)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



June 22, 2021



Map By VAS, 5/7/2021

Z-21-0213

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2020: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

MIDLAND
Planning Division

MAHAN RHONDA
6904 HOMESTEAD BLVD
MIDLAND TX 79707

PUBLIC NOTICE

The **City Council** of the City of Midland, Texas will hold a public hearing at **10:00 A.M.** on **Tuesday, June 8, 2021,** in the Council Chambers, City Hall, 300 N. Loraine, Midland, TX 79701, on a request by **Grasslands IV, LTD** for approval of an **Annexation** of the following described property:

LEGAL DESCRIPTION: A 97.05-acres tract of land located in Sections 35 and 36, Block 40, T-1-S, T&P RR Co. Survey, County of Midland, Texas.

LOCATION: Generally located on the north side of W. State Highway 158, approximately 11 feet west of Brandy Hill Road. (Extraterritorial Jurisdiction)

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request ✓ **Comments:** _____

Required Information:

Rhonda Mahan — Property Owner's Signature
Rhonda Mahan — Printed Name
6904 Homestead Blvd Midland, TX 79707 — Property Address (~~No P.O. Boxes~~)

If any further information is desired, please contact the Planning Division, at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 37
Date Mailed: May 21, 2021
Case Number: A-21-0025
Case Name: Grasslands Annexation
VAS Planner's Initials

Charles Harrington
Director of Development Services
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989.









City Council Meeting

Item Number: 19

Meeting Date: June 22, 2021

To: City Council / City Manager

From: Valerie A. Sherman, Senior Planner

Subject: AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATIONS OF THE AREA INDICATED AS BEING A 97.05-ACRE TRACT OF LAND OUT OF SECTIONS 35 AND 36, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN SF-1, SINGLE-FAMILY DWELLING DISTRICT, IN PART, AND AN RR, REGIONAL RETAIL DISTRICT, IN PART; SAID TRACT BEING GENERALLY LOCATED ON THE NORTH SIDE OF WEST STATE HIGHWAY 158, APPROXIMATELY 11 FEET WEST OF BRANDY HILL ROAD; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT: NONE) (DEVELOPMENT SERVICES)

Purpose:

Consider an ordinance on a request by Grasslands IV, LTD for the initial zoning of a 97.05-acres tract of land located in Sections 35 and 36, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas, located on the north side of W. State Highway 158, approximately 11 feet west of Brandy Hill Road.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Discussion:

The applicant, Grasslands IV, LTD, is requesting the initial zoning of a 97.05- acres tract of

land located in Sections 35 and 36, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas, located on the north side of W. State Highway 158, approximately 11 feet west of Brandy Hill Road, which is currently being annexed to be SF-1, Single-Family Dwelling District, in part; and RR, Regional Retail District, in part.

The applicant is requesting for the initial zoning of the land to be annexed to be SF-1, Single-Family Dwelling District for Tracts A1 and A4 (refer to Diagram A) and RR, Regional Retail District for Tracts A2 and A3 (refer to Diagram A).

The site is currently in the process of being annexed into City Limits as well as in the process of being platted.

This case has been circulated to and reviewed by all pertinent City departments for internal review and has received no objections. Their comments are as follows.

Engineering: (Approved)

Annexation exhibit needs to be revised to show correct Wadley R.O.W.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Transportation: (Approved)

Access spacing will be required to adhere to the TxDOT Access Management Standards along the state highway.

Depending on the nature and scale of the proposed development, a Traffic Impact Analysis MAY be required prior to approval of construction drawings.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Fire: (Approved)

No comments.

Code Administration: (Approved)

No objections.

Oil and Gas: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

Planning:

The Future Land Use Map in Tall City Tomorrow Comprehensive Plan calls for Urban-Medium uses in this location, encompassing a mix of housing types, neighborhood and community commercial, office and service uses.

This request was recommended for approval at the May 17, 2021 Planning and Zoning Commission meeting and was approved at the June 8, 2021 City Council meeting.

Staff recommends approval of this initial zoning of SF-1, Single-Family Dwelling District, in part; and RR, Regional Retail District, subject to condition A.

Conditions:

A. **That the use and development of the property shall conform to the regulations of the SF-1, Single-Family Dwelling District and RR, Regional Retail District.**

Letters of Objection:

As of June 17, 2021, staff has received one letter of objection to this request.

Attachments:

Petition (Exhibit A)
Service Agreement (Exhibit B)
Application
Diagram A
Maps
Letter of Objection

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATIONS OF THE AREA INDICATED AS BEING A 97.05-ACRE TRACT OF LAND OUT OF SECTIONS 35 AND 36, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN SF-1, SINGLE-FAMILY DWELLING DISTRICT, IN PART, AND AN RR, REGIONAL RETAIL DISTRICT, IN PART; SAID TRACT BEING GENERALLY LOCATED ON THE NORTH SIDE OF WEST STATE HIGHWAY 158, APPROXIMATELY 11 FEET WEST OF BRANDY HILL ROAD; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, notice has been given to all parties in interest and citizens by publication in the official newspaper and otherwise of a public hearing to be held before the City Council on June 8, 2021 (the "Hearing Date"), to consider an amendment to the Zoning District Map of the City of Midland, Texas, so as to establish the initial zoning classifications of the property described in Section One hereof as an SF-1, Single-Family Dwelling District, in part, and an RR, Regional Retail District, in part, as set out in Title XI, Chapter 1 of the City Code of Midland, Texas; and

WHEREAS, such a public hearing was held in the Council Chambers on the Hearing Date, as advertised; and

WHEREAS, after a full hearing, at which all parties in interest and citizens were given an opportunity to be heard; and after considering among other things, the character of the property involved and the surrounding area and its peculiar suitability for particular uses; and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout such municipality, the Council finds it to be in the best interest of the health, safety, morals and general welfare of the City of Midland to amend the Zoning District Map accordingly;

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

SECTION ONE. That the initial zoning classifications of the area indicated on Exhibit "A", attached hereto and incorporated herein by reference, are hereby established as follows:

A. The zoning classification of the tracts identified in Exhibit "A" as Tracts A1 and A4 is established as an SF-1, Single-Family Dwelling District.

B. The zoning classification of the tracts identified in Exhibit "A" as Tracts A2 and A3 is established as an RR, Regional Retail District.

The Zoning District Map of the City of Midland, Texas, is hereby amended to reflect the establishment of these initial zoning classifications.

SECTION TWO. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION THREE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FOUR. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION FIVE. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on

first reading, the ___day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the ___ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT A

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) "A" (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, GRASSLANDS IV, LTD. ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Signature of Owner or Owner's Authorized Representative

LARRY H. WALKER, P.E.

Printed Name

V.P. ENGINEERING

Title

THE STATE OF Texas §
§
COUNTY OF Midland §

This instrument was acknowledged before me on the 16th day of March, 2021, by Larry H. Walker in the capacity herein stated.

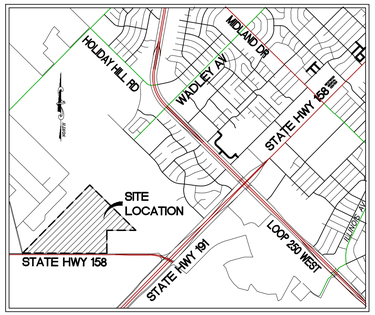
MY COMMISSION EXPIRES

11/20/2022

Notary Public, State of Texas

KAREN S WHITE
My Notary ID # 130032445
Expires November 20, 2022

EXHIBIT A



VICINITY MAP
(NOT TO SCALE)

LEGEND

- DENOTES SET 1/2-INCH IRON ROD W/RED PLASTIC CAP MARKED "WEST CO. MIDLAND"
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING TOPOGRAPHIC POINTS & ELEVATIONS
- DENOTES POWER POLE
- DENOTES FLOODWAY BOUNDARY
- DENOTES ZONE AE – REGULATORY FLOODWAY
- DENOTES ZONE AE – WITH BASE FLOOD ELEVATION
- DENOTES BOUNDARY LINE
- DENOTES LOT LINE
- DENOTES RIGHT OF WAY (R.O.W.) DEDICATION
- DENOTES EASEMENT LINE
- DENOTES EXISTING EASEMENT LINE
- DENOTES ADJACENT DEED OR PROPERTY LINE
- DENOTES EXISTING WATER LINE
- DENOTES EXISTING SANITARY SEWER
- DENOTES EXISTING ELECTRIC LINE
- DENOTES EXISTING FENCE LINE
- DENOTES FIBER OPTIC LINE
- DENOTES EXISTING CONTOURS
- DENOTES SECTION LINE
- DENOTES SECTION NUMBER

Curve Table					
CURVE	RADIUS	DELTA	Length	CHORD BEARING	DIST.
C1	693.27'	32°13'03"	389.35'	N 47°03'46" E	384.24'
C2	70.61'	57°25'53"	70.48'	S 87°56'14" E	62.57'
C3	70.20'	44°16'14"	54.25'	N 53°07'25" E	52.91'
C4	71.05'	45°18'41"	55.66'	S 81°52'36" E	54.24'
C5	101.46'	45°05'04"	79.59'	N 88°06'19" E	77.56'
C6	160.23'	37°44'45"	105.53'	S 04°13'36" W	103.66'

Parcel Line Table		
Line #	Length	Direction
L1	39.26'	S 30°17'37" W
L2	28.30'	S 75°56'28" W
L3	56.44'	N 59°04'16" W
L4	139.92'	S 30°55'01" W
L5	30.01'	N 59°04'41" W
L6	60.00'	S 30°55'44" W
L7	28.29'	S 14°03'57" E
L8	60.00'	S 59°04'48" E
L9	28.28'	N 75°55'12" E
L10	119.09'	S 59°04'42" E
L11	159.85'	S 59°06'24" E
L12	121.75'	S 21°12'09" W
L13	190.12'	S 30°55'45" W
L14	70.88'	N 14°04'48" W
L15	50.00'	S 59°02'26" E
L16	70.88'	N 14°04'48" W
L17	70.16'	N 51°58'36" W
L18	28.28'	N 75°55'12" E
L19	88.30'	N 14°42'41" W
L20	28.29'	N 59°41'31" W
L21	100.00'	N 75°19'38" E
L22	28.28'	S 30°18'29" W
L23	88.48'	S 14°39'13" E
L24	162.08'	S 59°04'40" E
L25	60.75'	N 51°58'36" W
L26	70.88'	N 75°55'12" E
L27	170.12'	N 59°05'30" W

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, Kerry M. Hoefner, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this plat was prepared from an actual and accurate survey of the land and that the corner monuments shown thereon were properly located under my personal supervision, in accordance with the Subdivision Regulations of the City of Midland, Texas.

KERRY M. HOEFNER, R.P.L.S. 4562
2713 CANTRELL ST.
IRVING, TX 75062
214.714.2340

STATE OF TEXAS
KERRY M HOEFNER
4562
REGISTERED PROFESSIONAL LAND SURVEYOR

18 JAN, 2021
REV. 28 FEB, 2021
REV. 16 MAR, 2021

ANNEXATION EXHIBIT

GRASSLAND ESTATES WEST, SECTION 12 [PHASE 1]
68.71 ACRES (TRACTS A1, A2, A3, A4)
&
TRACT TO BE DEDICATED TO THE CITY OF MIDLAND
27.05 ACRES (TRACT B)
&
EXISTING TRACT OWNED BY THE CITY OF MIDLAND
0.20 ACRES (TRACT C)
&
EXISTING R.O.W. OF WADLEY ROAD
1.28 ACRES (TRACT D)

LOCATED IN SECTION 35, BLOCK 40, T-1-S, T & P RR Co. SURVEY,
CITY AND COUNTY OF MIDLAND, TEXAS

OWNER:
GRASSLAND IV, LTD.
5908 Homestead Blvd
Midland, TX 797072115

WEST COMPANY
SURVEYORS - ENGINEERS - PLANNERS ,
ENGINEER REGISTRATION: FIRM 2184
SURVEYOR REGISTRATION: FIRM 100682-00
110 W. LOUISIANA AVE., SUITE 110,
MIDLAND, TEXAS 79701
(432) 687-0865 - FAX (432) 687-0868

FEBRUARY 2021

GRASSLAND ESTATES WEST, SECTION 12 [PHASE 1]

© COPYRIGHT 2020 ALL RIGHTS RESERVED

E:_03_WESTCO\2020\2020-0252 GRASSLAND 12 ANNEX\DIBUJOS\ANNEXATION\2020-0252-ANNEXATION-EXHIBIT (2).DWG

CONTINUATION OF EXHIBIT A

ANNEXATION DESCRIPTION - OVERALL

BEING a 97.05 acre tract or parcel of land situated in Section 35, Block 40, T-1-S of the T & P RR Co. Survey, Midland County, Texas and being a portion of that certain tract described in Warranty Deed to SBC Corporation, recorded in Volume 1464, Page 174, Official Public Records, Midland County, Texas (O.P.R.M.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at [N= 10,697,791.19; E= 1,721,846.96] a found capped iron rod marked "PLS 1974" located North 75 degrees 19 minutes 38 seconds East a distance of 657.97 feet from a found 60d nail for the most westerly corner of said SBC tract; said iron rod also being the most northerly west corner of that certain tract described in Special Warranty Deed to SCP Hwy 158 Land, LLC, recorded in Document Number 2019-15764, O.P.R.M.C.T., and being located on the north line of said Section 35;

THENCE North 75 degrees 19 minutes 38 seconds East, along the north line of said SBC tract and said section line, a distance of 3997.10 feet to a set iron rod with red plastic cap marked "WEST CO MIDLAND" (hereinafter referred to as a set iron rod) located at or near the northeast corner of said Section 35;

THENCE South 14 degrees 20 minutes 36 seconds East, along the east line of said Section 35, a distance of 1162.92 feet to a point for the beginning of a non-tangent curve to the right having a radius of 1050.64 feet and a chord bearing South 28 degrees 45 minutes 59 seconds West, 60.87 feet;

THENCE Southerly, along said curve to the right, through a central angle of 03 degrees 21 minutes 41 seconds, an arc distance of 61.54 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND" for the end of said curve and the northeast corner of GRASSLAND ESTATES WEST Section 10, recorded in Cabinet L, Page 50A, O.P.R.M.C.T.;

THENCE along the northeast, north and northwest line of said GRASSLAND ESTATES WEST Section 10 the following:

North 59 degrees 04 minutes 48 seconds West, a distance of 304.40 feet to 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND"

South 30 degrees 17 minutes 37 seconds West, a distance of 39.26 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

North 59 degrees 43 minutes 03 seconds West, a distance of 662.80 feet to a found iron rod with red plastic cap marked "WEST CO MIDLAND";

South 75 degrees 18 minutes 01 seconds West, a distance of 447.12 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

South 30 degrees 57 minutes 35 seconds West, a distance of 1,035.07 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

(Description continues on Page 2 of 3)

(Description continued from Page 3 of 3)

South 75 degrees 56 minutes 28 seconds West, a distance of 28.30 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

North 59 degrees 04 minutes 16 seconds West, a distance of 56.44 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

South 30 degrees 55 minutes 01 seconds West, a distance of 139.92 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

North 59 degrees 04 minutes 41 seconds West, a distance of 30.01 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

South 30 degrees 55 minutes 44 seconds West, a distance of 60.00 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

South 14 degrees 03 minutes 57 seconds East, a distance of 30.00 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

South 59 degrees 04 minutes 42 seconds East, a distance of 60.00 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

North 75 degrees 55 minutes 12 seconds East, a distance of 28.28 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

South 59 degrees 04 minutes 42 seconds East, a distance of 120.15 feet to a set Mag Nail for the most westerly northwest corner of GRASSLAND ESTATES WEST Section 9, recorded in Cabinet I, Page 198, O.P.R.M.C.T.;

THENCE along the west line of said GRASSLAND ESTATES WEST, Section 9 the following:

South 30 degrees 55 minutes 12 seconds West, a distance of 514.14 feet to set Mag Nail;

South 59 degrees 04 minutes 41 seconds East, a distance of 159.85 feet to a set iron rod;

South 21 degrees 12 minutes 11 seconds West, a distance of 121.75 feet to a set iron rod;

South 30 degrees 55 minutes 12 seconds West, a distance of 190.00 feet to a set iron rod for the southwest corner of said GRASSLAND ESTATES WEST Section 9 on the southwest line of said SBC tract; said set iron rod being located on the northeasterly right-of-way line of State Highway 158 (a 120' right-of-way per Cabinet I, Page 198, O.P.R.M.C.T.);

(Description continues on Page 3 of 3)

(Description continued from Page 2 of 3)

THENCE North 59 degrees 05 minutes 30 seconds West, along the southwest line of said SBC tract and said northeast right-of-way line, a distance of 1826.31 feet to a Point for the southwest corner of the right-of-way of Wadley Drive (Cabinet L, Page 189, O.P.R.M.C.T.);

THENCE Northeasterly, along said right-of-way line, the following:

North 75 degrees 55 minutes 12 seconds East, a distance of 70.88 feet to a found capped iron rod marked “PLS 1974”;

THENCE North 30 degrees 55 minutes 11 seconds East, a distance of 512.04 feet to a found capped iron rod marked "PLS 1974" for the beginning of a curve to the right having a radius of 1060.00 feet and a chord bearing North 36 degrees 40 minutes 40 seconds East, 216.35 feet;

THENCE Northeasterly, along said curve to the right, through a central angle of 11 degrees 42 minutes 54 seconds, an arc distance of 216.73 feet to a found capped iron rod marked "PLS 1974" for the end of said right-of-way of Wadley Drive and the beginning of a curve to the right having a radius of 1060.00 feet and a chord bearing North 58 degrees 34 minutes 08 seconds East, 611.29 feet; said found iron rod also being located on the remainder of the aforementioned SCP Hwy 158, LLC tract;

THENCE Northeasterly, along said curve to the right and said SCP Hwy 158, LLC tract, through a central angle of 33 degrees 31 minutes 05 seconds, an arc distance of 620.11 feet to a found capped iron rod marked "PLS 1974" for the end of said curve;

THENCE South 75 degrees 19 minutes 38 seconds West, along the north line of said SCP Hwy 158 Land, LLC tract, a distance of 927.08 feet to a found capped iron rod marked "PLS 1974" for the beginning of a non-tangent curve to the right having a radius of 1183.00 feet and a chord bearing North 77 degrees 24 minutes 09 seconds West, 545.61 feet;

THENCE Westerly, along said curve to the right and continuing along the north line of said SCP Hwy 158 Land, LLC tract, through a central angle of 26 degrees 39 minutes 55 seconds, an arc distance of 550.57 feet, to the Point of Beginning and containing 97.05 acres of land.

Kerry M Hoefner

16 MAR, 2021

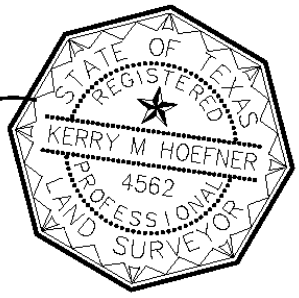


EXHIBIT A

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) "A" (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, GRASSLANDS IV, LTD. ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Signature of Owner or Owner's Authorized Representative

LARRY H. WALKER, P.E.

Printed Name

V.P. ENGINEERING

Title

THE STATE OF Texas §
§
COUNTY OF Midland §

This instrument was acknowledged before me on the 16th day of March, 2021, by Larry H. Walker in the capacity herein stated.

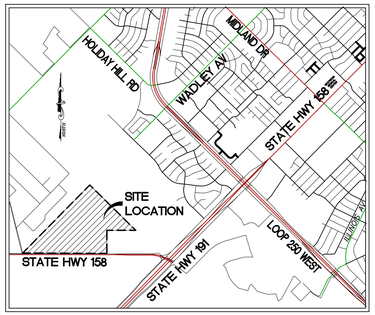
MY COMMISSION EXPIRES

11/20/2022

Notary Public, State of Texas

KAREN S WHITE
My Notary ID # 130032445
Expires November 20, 2022

EXHIBIT A



VICINITY MAP
(NOT TO SCALE)

LEGEND

- DENOTES SET 1/2-INCH IRON ROD W/RED PLASTIC CAP MARKED "WEST CO. MIDLAND"
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING TOPOGRAPHIC POINTS & ELEVATIONS
- DENOTES POWER POLE
- DENOTES FLOODWAY BOUNDARY
- DENOTES ZONE AE – REGULATORY FLOODWAY
- DENOTES ZONE AE – WITH BASE FLOOD ELEVATION
- DENOTES BOUNDARY LINE
- DENOTES LOT LINE
- DENOTES RIGHT OF WAY (R.O.W.) DEDICATION
- DENOTES EASEMENT LINE
- DENOTES EXISTING EASEMENT LINE
- DENOTES ADJACENT DEED OR PROPERTY LINE
- DENOTES EXISTING WATER LINE
- DENOTES EXISTING SANITARY SEWER
- DENOTES EXISTING ELECTRIC LINE
- DENOTES EXISTING FENCE LINE
- DENOTES FIBER OPTIC LINE
- DENOTES EXISTING CONTOURS
- DENOTES SECTION LINE
- DENOTES SECTION NUMBER

Curve Table					
CURVE	RADIUS	DELTA	Length	CHORD BEARING	DIST.
C1	693.27'	32°13'03"	389.35'	N 47°03'46" E	384.24'
C2	70.61'	57°25'53"	70.48'	S 87°56'14" E	62.57'
C3	70.20'	44°16'14"	54.25'	N 53°07'25" E	52.91'
C4	71.05'	45°18'41"	55.66'	S 81°52'36" E	54.24'
C5	101.46'	45°05'04"	79.59'	N 88°06'19" E	77.56'
C6	160.23'	37°44'45"	105.53'	S 04°13'36" W	103.66'

Parcel Line Table		
Line #	Length	Direction
L1	39.26'	S 30°17'37" W
L2	28.30'	S 75°56'28" W
L3	56.44'	N 59°04'16" W
L4	139.92'	S 30°55'01" W
L5	30.01'	N 59°04'41" W
L6	60.00'	S 30°55'44" W
L7	28.29'	S 14°03'57" E
L8	60.00'	S 59°04'48" E
L9	28.28'	N 75°55'12" E
L10	119.09'	S 59°04'42" E
L11	159.85'	S 59°06'24" E
L12	121.75'	S 21°12'09" W
L13	190.12'	S 30°55'45" W
L14	70.88'	N 14°04'48" W
L15	50.00'	S 59°02'26" E
L16	70.88'	N 14°04'48" W
L17	70.16'	N 51°58'36" W
L18	28.28'	N 75°55'12" E
L19	88.30'	N 14°42'41" W
L20	28.29'	N 59°41'31" W
L21	100.00'	N 75°19'38" E
L22	28.28'	S 30°18'29" W
L23	88.48'	S 14°39'13" E
L24	162.08'	S 59°04'40" E
L25	60.75'	N 51°58'36" W
L26	70.88'	N 75°55'12" E
L27	170.12'	N 59°05'30" W

ANNEXATION EXHIBIT

GRASSLAND ESTATES WEST, SECTION 12 [PHASE 1]
68.71 ACRES (TRACTS A1, A2, A3, A4)
&
TRACT TO BE DEDICATED TO THE CITY OF MIDLAND
27.05 ACRES (TRACT B)
&
EXISTING TRACT OWNED BY THE CITY OF MIDLAND
0.20 ACRES (TRACT C)
&
EXISTING R.O.W. OF WADLEY ROAD
1.28 ACRES (TRACT D)

LOCATED IN SECTION 35, BLOCK 40, T-1-S, T & P RR Co. SURVEY,
CITY AND COUNTY OF MIDLAND, TEXAS

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, Kerry M. Hoefner, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this plat was prepared from an actual and accurate survey of the land and that the corner monuments shown thereon were properly located under my personal supervision, in accordance with the Subdivision Regulations of the City of Midland, Texas.

KERRY M. HOEFNER, R.P.L.S 4562
2713 CANTRELL ST.
IRVING, TX 75062
214.714.2340

STATE OF TEXAS
KERRY M HOEFNER
4562
REGISTERED PROFESSIONAL LAND SURVEYOR

18 JAN, 2021
REV. 28 FEB, 2021
REV. 16 MAR, 2021

OWNER:
GRASSLAND IV, LTD.
5908 Homestead Blvd
Midland, TX 797072115

WEST COMPANY
SURVEYORS - ENGINEERS - PLANNERS ,
ENGINEER REGISTRATION: FIRM 2184
SURVEYOR REGISTRATION: FIRM 100682-00
110 W. LOUISIANA AVE., SUITE 110,
MIDLAND, TEXAS 79701
(432) 687-0865 - FAX (432) 687-0868

FEBRUARY 2021

GRASSLAND ESTATES WEST, SECTION 12 [PHASE 1]

© COPYRIGHT 2020 ALL RIGHTS RESERVED

E:_03_WESTCO\2020\2020-0252 GRASSLAND 12 ANNEX\DIBUJOS\ANNEXATION\2020-0252-ANNEXATION-EXHIBIT (2).DWG

PACKET
19.14
June 22, 2021

CONTINUATION OF EXHIBIT A

ANNEXATION DESCRIPTION - OVERALL

BEING a 97.05 acre tract or parcel of land situated in Section 35, Block 40, T-1-S of the T & P RR Co. Survey, Midland County, Texas and being a portion of that certain tract described in Warranty Deed to SBC Corporation, recorded in Volume 1464, Page 174, Official Public Records, Midland County, Texas (O.P.R.M.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at [N= 10,697,791.19; E= 1,721,846.96] a found capped iron rod marked "PLS 1974" located North 75 degrees 19 minutes 38 seconds East a distance of 657.97 feet from a found 60d nail for the most westerly corner of said SBC tract; said iron rod also being the most northerly west corner of that certain tract described in Special Warranty Deed to SCP Hwy 158 Land, LLC, recorded in Document Number 2019-15764, O.P.R.M.C.T., and being located on the north line of said Section 35;

THENCE North 75 degrees 19 minutes 38 seconds East, along the north line of said SBC tract and said section line, a distance of 3997.10 feet to a set iron rod with red plastic cap marked "WEST CO MIDLAND" (hereinafter referred to as a set iron rod) located at or near the northeast corner of said Section 35;

THENCE South 14 degrees 20 minutes 36 seconds East, along the east line of said Section 35, a distance of 1162.92 feet to a point for the beginning of a non-tangent curve to the right having a radius of 1050.64 feet and a chord bearing South 28 degrees 45 minutes 59 seconds West, 60.87 feet;

THENCE Southerly, along said curve to the right, through a central angle of 03 degrees 21 minutes 41 seconds, an arc distance of 61.54 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND" for the end of said curve and the northeast corner of GRASSLAND ESTATES WEST Section 10, recorded in Cabinet L, Page 50A, O.P.R.M.C.T.;

THENCE along the northeast, north and northwest line of said GRASSLAND ESTATES WEST Section 10 the following:

North 59 degrees 04 minutes 48 seconds West, a distance of 304.40 feet to 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND"

South 30 degrees 17 minutes 37 seconds West, a distance of 39.26 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

North 59 degrees 43 minutes 03 seconds West, a distance of 662.80 feet to a found iron rod with red plastic cap marked "WEST CO MIDLAND";

South 75 degrees 18 minutes 01 seconds West, a distance of 447.12 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

South 30 degrees 57 minutes 35 seconds West, a distance of 1,035.07 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

(Description continues on Page 2 of 3)

(Description continued from Page 3 of 3)

South 75 degrees 56 minutes 28 seconds West, a distance of 28.30 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

North 59 degrees 04 minutes 16 seconds West, a distance of 56.44 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

South 30 degrees 55 minutes 01 seconds West, a distance of 139.92 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

North 59 degrees 04 minutes 41 seconds West, a distance of 30.01 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

South 30 degrees 55 minutes 44 seconds West, a distance of 60.00 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

South 14 degrees 03 minutes 57 seconds East, a distance of 30.00 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

South 59 degrees 04 minutes 42 seconds East, a distance of 60.00 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

North 75 degrees 55 minutes 12 seconds East, a distance of 28.28 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

South 59 degrees 04 minutes 42 seconds East, a distance of 120.15 feet to a set Mag Nail for the most westerly northwest corner of GRASSLAND ESTATES WEST Section 9, recorded in Cabinet I, Page 198, O.P.R.M.C.T.;

THENCE along the west line of said GRASSLAND ESTATES WEST, Section 9 the following:

South 30 degrees 55 minutes 12 seconds West, a distance of 514.14 feet to set Mag Nail;

South 59 degrees 04 minutes 41 seconds East, a distance of 159.85 feet to a set iron rod;

South 21 degrees 12 minutes 11 seconds West, a distance of 121.75 feet to a set iron rod;

South 30 degrees 55 minutes 12 seconds West, a distance of 190.00 feet to a set iron rod for the southwest corner of said GRASSLAND ESTATES WEST Section 9 on the southwest line of said SBC tract; said set iron rod being located on the northeasterly right-of-way line of State Highway 158 (a 120' right-of-way per Cabinet I, Page 198, O.P.R.M.C.T.);

(Description continues on Page 3 of 3)

(Description continued from Page 2 of 3)

THENCE North 59 degrees 05 minutes 30 seconds West, along the southwest line of said SBC tract and said northeast right-of-way line, a distance of 1826.31 feet to a Point for the southwest corner of the right-of-way of Wadley Drive (Cabinet L, Page 189, O.P.R.M.C.T.);

THENCE Northeasterly, along said right-of-way line, the following:

North 75 degrees 55 minutes 12 seconds East, a distance of 70.88 feet to a found capped iron rod marked “PLS 1974”;

THENCE North 30 degrees 55 minutes 11 seconds East, a distance of 512.04 feet to a found capped iron rod marked "PLS 1974" for the beginning of a curve to the right having a radius of 1060.00 feet and a chord bearing North 36 degrees 40 minutes 40 seconds East, 216.35 feet;

THENCE Northeasterly, along said curve to the right, through a central angle of 11 degrees 42 minutes 54 seconds, an arc distance of 216.73 feet to a found capped iron rod marked "PLS 1974" for the end of said right-of-way of Wadley Drive and the beginning of a curve to the right having a radius of 1060.00 feet and a chord bearing North 58 degrees 34 minutes 08 seconds East, 611.29 feet; said found iron rod also being located on the remainder of the aforementioned SCP Hwy 158, LLC tract;

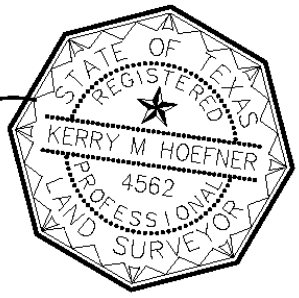
THENCE Northeasterly, along said curve to the right and said SCP Hwy 158, LLC tract, through a central angle of 33 degrees 31 minutes 05 seconds, an arc distance of 620.11 feet to a found capped iron rod marked "PLS 1974" for the end of said curve;

THENCE South 75 degrees 19 minutes 38 seconds West, along the north line of said SCP Hwy 158 Land, LLC tract, a distance of 927.08 feet to a found capped iron rod marked "PLS 1974" for the beginning of a non-tangent curve to the right having a radius of 1183.00 feet and a chord bearing North 77 degrees 24 minutes 09 seconds West, 545.61 feet;

THENCE Westerly, along said curve to the right and continuing along the north line of said SCP Hwy 158 Land, LLC tract, through a central angle of 26 degrees 39 minutes 55 seconds, an arc distance of 550.57 feet, to the Point of Beginning and containing 97.05 acres of land.

Kerry M Hoefner

16 MAR, 2021



SERVICE AGREEMENT

THIS AGREEMENT is made and effective the 3 day of MAY 20 21, by and between the CITY OF MIDLAND, TEXAS, hereinafter called "CITY," and GRASSLANDS IV, LTD, hereinafter referred to as "PETITIONER" whether one or more.

WHEREAS, a petition for annexation of a **97.05-acres tract of land, located in Sections 35 and 36, Block 40, T-1-S, T&P Railroad Survey, Midland County, Texas**, said tract being more fully described by metes and bounds therein (the "Area"), has been submitted to CITY by PETITIONER, the owner(s) of the land located in the Area, a copy of which is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, before CITY annexes the Area, CITY and PETITIONER must enter into a written agreement for the provision of services in the Area in accordance with Section 43.0672 of the Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is (1) to list each service CITY will provide in the Area on the effective date of the annexation, (2) to establish a schedule that includes the period within which CITY will provide each service in the Area that is not provided on the effective date of the annexation, and (3) to establish the duty of PETITIONER to pay fees similar to impact fees in the event that CITY has adopted, or adopts in the future, one or more ordinances establishing impact fees. PETITIONER understands and agrees that CITY is not required to provide a service that is not included in this Agreement. PETITIONER further understands and agrees that the execution of this Agreement does not constitute a promise by CITY to annex the Area and that this Agreement is not a permit for purposes of Chapter 245 of the Local Government Code.

ARTICLE II. TERM

The term of this Agreement shall be one year; provided, however, that if CITY annexes the Area within one year from the effective date, the term of this Agreement shall continue until such time when all services described in this Agreement are provided in the Area, and at such time, the Agreement shall terminate and shall be of no further force or effect except for those provisions that expressly survive termination. If CITY does not annex the Area during the term of this Agreement, this Agreement shall terminate and shall be of no further force or effect, and CITY shall have no duty to provide services to the Area.

ARTICLE III. SERVICES TO BE PROVIDED UPON ANNEXATION

CITY will provide the following services in the Area on the date that the ordinance annexing the Area becomes effective:

A. **Engineering:** CITY's Engineering Services Department will maintain streets, drainage facilities, and rights-of-way in accordance with CITY policies, procedures, and ordinances and applicable laws. PETITIONER understands and agrees that PETITIONER may be required to construct public improvements, including but not limited to (i) roadways adjacent to property located in the Area upon platting and (ii) roadway connections to existing facilities in the Area upon issuance of building permits in accordance with applicable laws and ordinances. PETITIONER understands and agrees that the Area will be included in CITY's service area of CITY's drainage utility.

B. **Utilities:** CITY will provide water services and wastewater collection services, upon platting property in the Area, in accordance with the City Code at rates established by ordinances for such services; provided, however, that no such service shall be provided until the public improvements necessary therefor have been constructed and CITY has approved said improvements. PETITIONER understands and agrees that CITY may require PETITIONER to construct such public improvements in accordance with applicable laws and ordinances.

C. **Development:** CITY's Development Services Department will provide planning, land development, land use, building review and inspection, and code enforcement services in accordance with applicable laws, rules, regulations, and ordinances.

D. **Police:** CITY's Police Department will provide emergency and routine call response, traffic enforcement, and law enforcement services in the Area.

E. **Fire:** CITY's Fire Department will provide emergency service for fire protection services and emergency medical services.

F. **Community Services:** CITY's Community Services Department will provide access to services and programs that may be offered by the Health and Senior Services Division, services and programs that may be offered by Animal Services Division, and access to City-owned parks.

G. **Solid Waste:** CITY's Solid Waste Department will provide residential garbage pickup service only. PETITIONER understands and agrees that CITY will not provide garbage pickup services to new commercial developments.

Regarding the services described above, PETITIONER understands and agrees that CITY will provide a level of services that is comparable to the level of services available in other parts of the City of Midland with topography, land use, and population density similar to those reasonably contemplated or projected for the Area. PETITIONER understands and acknowledges that any CITY departments or divisions identified above may change names or be reorganized. Any reference to a specific CITY department or division also includes any subsequent CITY department or division that will provide the same or similar services.

ARTICLE IV. IMPACT FEES

A. **Fees to be assessed and collected.** Except as otherwise described herein, if CITY has adopted, or adopts in the future, one or more ordinances establishing impact fees in accordance with Chapter 395 of the Local Government Code, CITY shall assess and collect fees associated with the development of the Area as described for impact fees in the applicable impact fee ordinance(s) (the "Fees").

B. **Service areas.** For purposes of assessing and collecting Fees for water and wastewater under this Agreement, the Area is deemed to be located within CITY's capital improvements plan service area therefor. For the purpose of assessing and collecting Fees for roadways under this Agreement, the Area is deemed to be located in CITY's capital improvements plan roadway service area(s) immediately adjacent thereto; provided, however, that if the Area is not located immediately adjacent to a roadway service area and is located immediately adjacent to a tract of land that is associated with an agreement regarding fees similar to the Fees in this Agreement, the Area is deemed to be located in the roadway service area(s) specified in such similar agreement associated with the adjacent tract of land.

C. **Capital improvements and facility expansions.** For purposes of this Agreement, a capital improvement or facility expansion that will serve the Area shall be deemed to be included in CITY's capital improvements plan if:

   a. said capital improvement or facility expansion is substantially similar to a type of capital improvement or facility expansion identified in CITY's capital improvements plan; or

   b. said capital improvement or facility expansion is an extension of a capital improvement or facility expansion identified in CITY's capital improvements plan.

D. **Time of assessment.** Fees shall be assessed at the time of recordation of a final plat of any portion of the Area, at the time the Area is annexed, or on the effective date(s) of the applicable impact fee ordinance(s), whichever is later.

E. **Time of collection.** CITY shall collect the Fees from PETITIONER at the time of issuance of a building permit. PETITIONER acknowledges and agrees that no building permit or certificate of occupancy shall be issued until PETITIONER has paid the applicable Fees.

F. **Amendment to land use assumptions, capital improvements plan, or impact fees.** Notwithstanding any provision in this Agreement to the contrary, if CITY amends its land use assumptions, capital improvements plan, or impact fees such that PETITIONER would be required to pay impact fees, CITY shall assess and PETITIONER shall pay the applicable impact fees in accordance with the applicable impact fee ordinance(s), as amended; provided, however, that to the extent CITY assesses applicable Fees for service units under this Agreement, PETITIONER shall pay such Fees in accordance with this Agreement and shall not be required to pay the applicable impact fees for the same service units.

G. **Article to survive termination.** If CITY annexes the Area within one year from the

effective date, the provisions of this Article shall survive termination of this Agreement.

ARTICLE V. GOVERNMENTAL IMMUNITY

By executing this agreement CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE VI. RELEASE

NOTWITHSTANDING ANY OTHER PROVISIONS, PETITIONER HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH PETITIONER HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, CITY'S NEGLIGENCE, OR CLAIMS UNDER CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE VII. ATTORNEYS' FEES

In the event of any conflict between the parties hereto such that either party brings or commences any legal action or proceeding related to this Agreement, including but not limited to any action pursuant to the provisions of the Texas Uniform Declaratory Judgments Act (Tex. Civ. Prac. & Rem. Code §37.001, et seq., as amended), the parties hereto agree to waive any and all rights to recovery of attorneys' fees to which the prevailing party might otherwise be entitled.

BY EXECUTING THIS AGREEMENT, THE PARTIES AGREE TO WAIVE AND DO HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM EITHER PARTY HAS OR MAY HAVE IN THE FUTURE AGAINST THE OTHER PARTY, SPECIFICALLY AND SOLELY REGARDING THE AWARD OF ATTORNEYS' FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. THE PARTIES SPECIFICALLY AGREE THAT IF A PARTY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING

RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE PARTY BRINGING THE ACTION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEYS' FEES TO WHICH THE PARTY MIGHT OTHERWISE BE ENTITLED.

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

THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT. PETITIONER AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE VIII. GENERAL PROVISIONS

A. **Governing law and venue.** This Agreement shall be governed by the laws of the State of Texas. All performance made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. The provisions of this Article VIII.A. shall survive termination of this Agreement.

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

follows:

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

If to PETITIONER: Grasslands IV, LTD
5908 Homestead Boulevard
Midland, Texas 79707

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

C. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

D. **Use of language.** Words in the singular shall be held to include the plural, unless the context otherwise requires.

E. **Amendments, modifications, alterations.** No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

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

G. **Notice of alleged breach; statutory prerequisites.** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, PETITIONER or PETITIONER'S legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which PETITIONER will settle, the physical and mailing addresses of PETITIONER at the time and date the claim was presented and the physical and mailing addresses of PETITIONER for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom PETITIONER relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to PETITIONER that PETITIONER'S notice is insufficient. CITY reserves the right to request reasonable additional information regarding the claim. Said additional information shall be

supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, PETITIONER'S failure to comply with the requirements herein shall perpetually bar PETITIONER'S claim for damages under Chapter 271 of the Texas Local Government Code and Section 311.034 of the Texas Government Code, regardless of whether CITY has actual or constructive notice or knowledge of said claim or alleged damages. The provisions of this Article VIII.G. shall survive termination of this agreement. **PETITONER AGREES THAT THE REQUIREMENTS OF THIS ENTIRE AGREEMENT ARE REASONABLE.**

H. **Covenants run with the land.** The provisions of this Agreement are covenants that run with the land located in the Area. CITY and PETITIONER agree that this Agreement may be recorded in the deed records of the county in which the Area is located. CITY and PETITIONER acknowledge and agree that this Agreement is binding upon CITY and PETITIONER and their respective successors, executors, heirs, and assigns, as applicable. The provisions of this Article VIII.H. shall survive termination of this Agreement.

EXECUTED the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, Interim City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

PETITIONER:

By: _____

Name: Robert W. Graham

Title: Pres

STATE OF Texas §

§

COUNTY OF Midland §

BEFORE ME, the undersigned authority, on this 29th day of April, 2021 personally appeared, Robert W. Graham, an officer of Grasslands IV, 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 29th day of April, 2021.

KAREN S WHITE
My Notary ID # 130032445
Expires November 20, 2022

Karen S White

Notary Public, State of Texas

EXHIBIT "A" TO SERVICE AGREEMENT

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) "A" (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, GRASSLANDS IV, LTD. ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Signature of Owner or Owner's Authorized Representative

LARRY H. WALKER, P.E.

Printed Name

V.P. ENGINEERING

Title

THE STATE OF Texas §
§
COUNTY OF Midland §

This instrument was acknowledged before me on the 16th day of March 2021 by Larry H. Walker in the capacity herein stated.

MY COMMISSION EXPIRES

11/20/2023

Notary Public, State of Texas

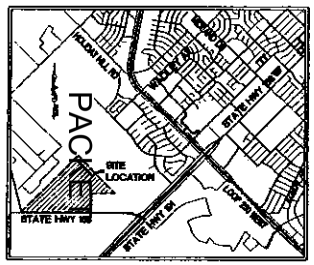
KAREN S WHITE
My Notary ID # 130032445
Expires November 20, 2022

EXHIBIT A

ANNEXATION EXHIBIT

GRASSLAND ESTATES WEST, SECTION 12 [PHASE 1]
68.71 ACRES (TRACTS A1, A2, A3, A4)
&
TRACT TO BE DEDICATED TO THE CITY OF MIDLAND
27.05 ACRES (TRACT B)
&
EXISTING TRACT OWNED BY THE CITY OF MIDLAND
0.20 ACRES (TRACT C)
&
EXISTING R.O.W. OF WADLEY ROAD
1.28 ACRES (TRACT D)

LOCATED IN SECTION 35, BLOCK 40, T-1-S, T & P RR Co. SURVEY,
CITY AND COUNTY OF MIDLAND, TEXAS



VICINITY MAP
(NOT TO SCALE)

LEGEND

Curve Table					
CURVE	RADIUS	DELTA	Length	CHORD BEARING	DIST.
C1	683.27'	32°13'03"	389.35'	N 47°03'46" E	384.24'
C2	70.61'	57°25'53"	70.48'	S 87°56'14" E	62.57'
C3	70.20'	44°16'14"	54.25'	N 53°07'25" E	52.91'
C4	71.05'	45°18'41"	55.68'	S 81°52'38" E	54.24'
C5	101.46'	45°05'04"	79.58'	N 88°06'19" E	77.56'
C6	180.23'	37°44'45"	105.53'	S 04°13'36" W	103.64'

Parcel Line Table		
Line #	Length	Direction
L1	39.26'	S 30°17'37" W
L2	28.30'	S 75°56'28" W
L3	56.44'	N 59°04'16" W
L4	139.92'	S 30°55'01" W
L5	30.01'	N 59°04'41" W
L6	60.00'	S 30°55'44" W
L7	28.29'	S 14°03'57" E
L8	60.00'	S 59°04'48" E
L9	28.26'	N 75°55'12" E
L10	119.09'	S 59°04'42" E
L11	159.85'	S 59°06'24" E
L12	121.75'	S 21°12'09" W
L13	190.12'	S 30°55'45" W
L14	70.88'	N 14°04'48" W
L15	50.00'	S 59°02'26" E
L16	70.88'	N 14°04'48" W
L17	70.16'	N 51°58'36" W
L18	28.26'	N 75°55'12" E
L19	88.30'	N 14°42'41" W
L20	28.29'	N 59°41'31" W
L21	100.00'	N 75°19'38" E
L22	28.26'	S 30°16'29" W
L23	88.48'	S 14°39'13" E
L24	162.06'	S 59°04'40" E
L25	60.75'	N 51°58'36" W
L26	70.88'	N 75°55'12" E
L27	170.12'	N 59°05'30" W

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, Kerry M. Hoefner, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this plat was prepared from an actual and accurate survey of the land and that the corner monuments shown thereon were properly located under my personal supervision, in accordance with the Subdivision Regulations of the City of Midland, Texas.

KERRY M. HOEFNER, RPLS 4562
2713 CANTRELL ST.
IRVING, TX 75062
214.714.2340

15 JAN, 2021
REV. 28 FEB, 2021
REV. 16 MAR, 2021

OWNER:
GRASSLAND IV, LTD.
5908 Homestead Blvd
Midland, TX 797072115

WEST COMPANY
SURVEYORS - ENGINEERS - PLANNERS,
ENGINEER REGISTRATION: FIRM 2184
SURVEYOR REGISTRATION: FIRM 100682-00
110 W. LOUISIANA AVE., SUITE 110,
MIDLAND, TEXAS 79701
(432) 687-0865 - FAX (432) 687-0868

FEBRUARY 2021

GRASSLAND ESTATES WEST, SECTION 12 [PHASE 1]

© COPYRIGHT 2020 ALL RIGHTS RESERVED

PACKET 1927

June 22, 2021

CONTINUATION OF EXHIBIT A

ANNEXATION DESCRIPTION - OVERALL

BEING a 97.05 acre tract or parcel of land situated in Section 35, Block 40, T-1-S of the T & P RR Co. Survey, Midland County, Texas and being a portion of that certain tract described in Warranty Deed to SBC Corporation, recorded in Volume 1464, Page 174, Official Public Records, Midland County, Texas (O.P.R.M.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at [N= 10,697,791.19; E= 1,721,846.96] a found capped iron rod marked "PLS 1974" located North 75 degrees 19 minutes 38 seconds East a distance of 657.97 feet from a found 60d nail for the most westerly corner of said SBC tract; said iron rod also being the most northerly west corner of that certain tract described in Special Warranty Deed to SCP Hwy 158 Land, LLC, recorded in Document Number 2019-15764, O.P.R.M.C.T., and being located on the north line of said Section 35;

THENCE North 75 degrees 19 minutes 38 seconds East, along the north line of said SBC tract and said section line, a distance of 3997.10 feet to a set iron rod with red plastic cap marked "WEST CO MIDLAND" (hereinafter referred to as a set iron rod) located at or near the northeast corner of said Section 35;

THENCE South 14 degrees 20 minutes 36 seconds East, along the east line of said Section 35, a distance of 1162.92 feet to a point for the beginning of a non-tangent curve to the right having a radius of 1050.64 feet and a chord bearing South 28 degrees 45 minutes 59 seconds West, 60.87 feet;

THENCE Southerly, along said curve to the right, through a central angle of 03 degrees 21 minutes 41 seconds, an arc distance of 61.54 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND" for the end of said curve and the northeast corner of GRASSLAND ESTATES WEST Section 10, recorded in Cabinet L, Page 50A, O.P.R.M.C.T.;

THENCE along the northeast, north and northwest line of said GRASSLAND ESTATES WEST Section 10 the following:

North 59 degrees 04 minutes 48 seconds West, a distance of 304.40 feet to 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND"

South 30 degrees 17 minutes 37 seconds West, a distance of 39.26 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

North 59 degrees 43 minutes 03 seconds West, a distance of 662.80 feet to a found iron rod with red plastic cap marked "WEST CO MIDLAND";

South 75 degrees 18 minutes 01 seconds West, a distance of 447.12 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

South 30 degrees 57 minutes 35 seconds West, a distance of 1,035.07 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

(Description continues on Page 2 of 3)

(Description continued from Page 3 of 3)

South 75 degrees 56 minutes 28 seconds West, a distance of 28.30 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

North 59 degrees 04 minutes 16 seconds West, a distance of 56.44 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

South 30 degrees 55 minutes 01 seconds West, a distance of 139.92 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

North 59 degrees 04 minutes 41 seconds West, a distance of 30.01 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

South 30 degrees 55 minutes 44 seconds West, a distance of 60.00 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

South 14 degrees 03 minutes 57 seconds East, a distance of 30.00 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

South 59 degrees 04 minutes 42 seconds East, a distance of 60.00 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

North 75 degrees 55 minutes 12 seconds East, a distance of 28.28 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO MIDLAND";

South 59 degrees 04 minutes 42 seconds East, a distance of 120.15 feet to a set Mag Nail for the most westerly northwest corner of GRASSLAND ESTATES WEST Section 9, recorded in Cabinet I, Page 198, O.P.R.M.C.T.;

THENCE along the west line of said GRASSLAND ESTATES WEST, Section 9 the following:

South 30 degrees 55 minutes 12 seconds West, a distance of 514.14 feet to set Mag Nail;

South 59 degrees 04 minutes 41 seconds East, a distance of 159.85 feet to a set iron rod;

South 21 degrees 12 minutes 11 seconds West, a distance of 121.75 feet to a set iron rod;

South 30 degrees 55 minutes 12 seconds West, a distance of 190.00 feet to a set iron rod for the southwest corner of said GRASSLAND ESTATES WEST Section 9 on the southwest line of said SBC tract; said set iron rod being located on the northeasterly right-of-way line of State Highway 158 (a 120' right-of-way per Cabinet I, Page 198, O.P.R.M.C.T.);

(Description continues on Page 3 of 3)

(Description continued from Page 2 of 3)

THENCE North 59 degrees 05 minutes 30 seconds West, along the southwest line of said SBC tract and said northeast right-of-way line, a distance of 1826.31 feet to a Point for the southwest corner of the right-of-way of Wadley Drive (Cabinet L, Page 189, O.P.R.M.C.T.);

THENCE Northeasterly, along said right-of-way line, the following:

North 75 degrees 55 minutes 12 seconds East, a distance of 70.88 feet to a found capped iron rod marked "PLS 1974";

THENCE North 30 degrees 55 minutes 11 seconds East, a distance of 512.04 feet to a found capped iron rod marked "PLS 1974" for the beginning of a curve to the right having a radius of 1060.00 feet and a chord bearing North 36 degrees 40 minutes 40 seconds East, 216.35 feet;

THENCE Northeasterly, along said curve to the right, through a central angle of 11 degrees 42 minutes 54 seconds, an arc distance of 216.73 feet to a found capped iron rod marked "PLS 1974" for the end of said right-of-way of Wadley Drive and the beginning of a curve to the right having a radius of 1060.00 feet and a chord bearing North 58 degrees 34 minutes 08 seconds East, 611.29 feet; said found iron rod also being located on the remainder of the aforementioned SCP Hwy 158, LLC tract;

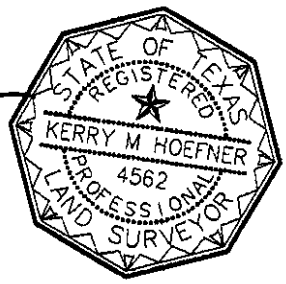
THENCE Northeasterly, along said curve to the right and said SCP Hwy 158, LLC tract, through a central angle of 33 degrees 31 minutes 05 seconds, an arc distance of 620.11 feet to a found capped iron rod marked "PLS 1974" for the end of said curve;

THENCE South 75 degrees 19 minutes 38 seconds West, along the north line of said SCP Hwy 158 Land, LLC tract, a distance of 927.08 feet to a found capped iron rod marked "PLS 1974" for the beginning of a non-tangent curve to the right having a radius of 1183.00 feet and a chord bearing North 77 degrees 24 minutes 09 seconds West, 545.61 feet;

THENCE Westerly, along said curve to the right and continuing along the north line of said SCP Hwy 158 Land, LLC tract, through a central angle of 26 degrees 39 minutes 55 seconds, an arc distance of 550.57 feet, to the Point of Beginning and containing 97.05 acres of land.

Kerry M Hoefner

16 MAR, 2021



MIDLAND
Planning Division

Annexation/Initial Zoning Application

Project Number A-21-0025
Case Number Z-21-0213

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Larry H. Walker, PE		Phone (432) 528-3159 Email lwalker@team-west.com	
Address 110 W. Louisiana St., Suite 110	City Midland	State Texas	Zip 79701

Property Owner Printed Name: GRASSLANDS IV, LTD		Phone (432) 697-9866 Email	
Address 5908 Homestead Blvd.	City Midland	State Texas	Zip 797072215

Representative *(if different from Applicant or Property Owner)* Firm: WEST COMPANY OF MIDLAND, LLC Printed Name: Larry H. Walker, PE		Phone (432) 528-3159 Email lwalker@team-west.com	
Address 110 W. Louisiana St., Suite 110	City Midland	State Texas	Zip 79701

Street Address: Approximate location S.H.158 between Brandy Hill Road & Future W. Wadley Ave.

Legal Description
Lot: Block: Subdivision: GRASSLAND ESTATES WEST, SECTION 12

Current Zoning: **Proposed Zone:** *(A1&4-SF1), (A2&A3-Regional Retail) (B&C-CITY OF MIDLAND)*

Reason for Annexation/Zone Change Request: Tracts 1 &4 will be used to build a subdivision of single family homes. Tracts A2&3 will be used for commercial and Tracts B&C are to be dedicated to the City of Midland

Present Use of Property: Agricultural

Proposed Use of Property: Subdivision of single family homes & Commercial development

How would this annexation/zone change affect the public health, safety and welfare? It would have a positive impact by providing additional living and business resources. No negative impacts.

Describe how this annexation/zone change will affect adjacent properties: Annexation of this property will expand the current residential area with no adverse effects to the adjacent properties.

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: 3.16.21
Applicant (printed): Larry H. Walker, PE	
Property Owner (signature):	Date: 3.16.21
Property Owner (printed): Robert Graham, Owner Cassland IV LP	

The Annexation/Initial Zoning shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me the undersigned authority on this day personally appeared LARRY H. WALKER, PE who, being by me duly sworn, upon oath says That (s)he is authorized by ROBERT GRAHAM the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me this 16th day of March 2021 to certify which witness my hand and seal of office.

KAREN S WHITE
My Notary ID # 130032445
Expires November 20, 2022

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

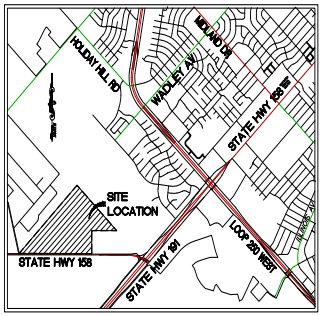
FOR OFFICE USE ONLY	
☐ Property Owner Authorization	☐ Metes and Bounds (Sealed by Surveyor)
☐ Application Fee	☐ Files in Digital Format (PDF/JPEG)
Check #_____	Petition
Received By:	Date:

****Application will not be considered for scheduling until reviewed by a planner.****

ANNEXATION EXHIBIT

GRASSLAND ESTATES WEST, SECTION 12 [PHASE 1]
68.71 ACRES (TRACTS A1, A2, A3, A4)
&
TRACT TO BE DEDICATED TO THE CITY OF MIDLAND
27.05 ACRES (TRACT B)
&
EXISTING TRACT OWNED BY THE CITY OF MIDLAND
0.20 ACRES (TRACT C)
&
EXISTING R.O.W. OF WADLEY ROAD
1.28 ACRES (TRACT D)

LOCATED IN SECTION 35, BLOCK 40, T-1-S, T & P RR Co. SURVEY,
CITY AND COUNTY OF MIDLAND, TEXAS



VICINITY MAP
(NOT TO SCALE)

DIAGRAM A

PACKET 19.33

SF-1

RR

LEGEND

- DENOTES SET 1/2-INCH IRON ROD W/RED PLASTIC CAP MARKED "WEST CO. MIDLAND"
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING TOPOGRAPHIC POINTS & ELEVATIONS
- DENOTES POWER POLE
- DENOTES FLOODWAY BOUNDARY
- DENOTES ZONE AE — REGULATORY FLOODWAY
- DENOTES ZONE AE — WITH BASE FLOOD ELEVATION
- DENOTES BOUNDARY LINE
- DENOTES LOT LINE
- DENOTES RIGHT OF WAY (R.O.W.) DEDICATION
- DENOTES EASEMENT LINE
- DENOTES EXISTING EASEMENT LINE
- DENOTES ADJACENT DEED OR PROPERTY LINE
- DENOTES EXISTING WATER LINE
- DENOTES EXISTING SANITARY SEWER
- DENOTES EXISTING ELECTRIC LINE
- DENOTES EXISTING FENCE LINE
- DENOTES FIBER OPTIC LINE
- DENOTES EXISTING CONTOURS
- DENOTES SECTION LINE
- DENOTES SECTION NUMBER

Curve Table

CURVE	RADIUS	DELTA	Length	CHORD BEARING	DIST.
C1	693.27'	32°13'03"	389.35'	N 47°03'46" E	384.24'
C2	70.61'	57°25'53"	70.48'	S 87°56'14" E	62.57'
C3	70.20'	44°16'14"	54.25'	N 53°07'25" E	52.91'
C4	71.05'	45°18'41"	55.66'	S 81°52'36" E	54.24'
C5	101.46'	45°05'04"	79.59'	N 88°06'19" E	77.56'
C6	160.23'	37°44'45"	105.53'	S 04°13'36" W	103.66'

Parcel Line Table

Line #	Length	Direction
L1	39.26'	S 30°17'37" W
L2	28.30'	S 75°56'28" W
L3	56.44'	N 59°04'16" W
L4	139.92'	S 30°55'01" W
L5	30.01'	N 59°04'41" W
L6	60.00'	S 30°55'44" W
L7	28.29'	S 14°03'57" E
L8	60.00'	S 59°04'48" E
L9	28.28'	N 75°55'12" E
L10	119.09'	S 59°04'42" E
L11	159.85'	S 59°06'24" E
L12	121.75'	S 21°12'09" W
L13	190.12'	S 30°55'45" W
L14	70.88'	N 14°04'48" W
L15	50.00'	S 59°02'26" E
L16	70.88'	N 14°04'48" W
L17	70.16'	N 51°58'36" W
L18	28.28'	N 75°55'12" E
L19	88.30'	N 14°42'41" W
L20	28.29'	N 59°41'31" W
L21	100.00'	N 75°19'38" E
L22	28.28'	S 30°18'29" W
L23	88.48'	S 14°39'13" E
L24	162.08'	S 59°04'40" E
L25	60.75'	N 51°58'36" W
L26	70.88'	N 75°55'12" E
L27	170.12'	N 59°05'30" W

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, Kerry M. Hoefner, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this plat was prepared from an actual and accurate survey of the land and that the corner monuments shown thereon were properly located under my personal supervision, in accordance with the Subdivision Regulations of the City of Midland, Texas.

KERRY M. HOEFNER, R.P.L.S. 4562
2713 CANTRELL ST.
IRVING, TX. 75062
214.714.2340

STATE OF TEXAS
KERRY M HOEFNER
4562
REGISTERED PROFESSIONAL LAND SURVEYOR

12 JAN, 2021
REV. 25 FEB, 2021
REV. 16 MAR, 2021

OWNER:
GRASSLAND IV, LTD.
5908 Homestead Blvd
Midland, TX 797072115

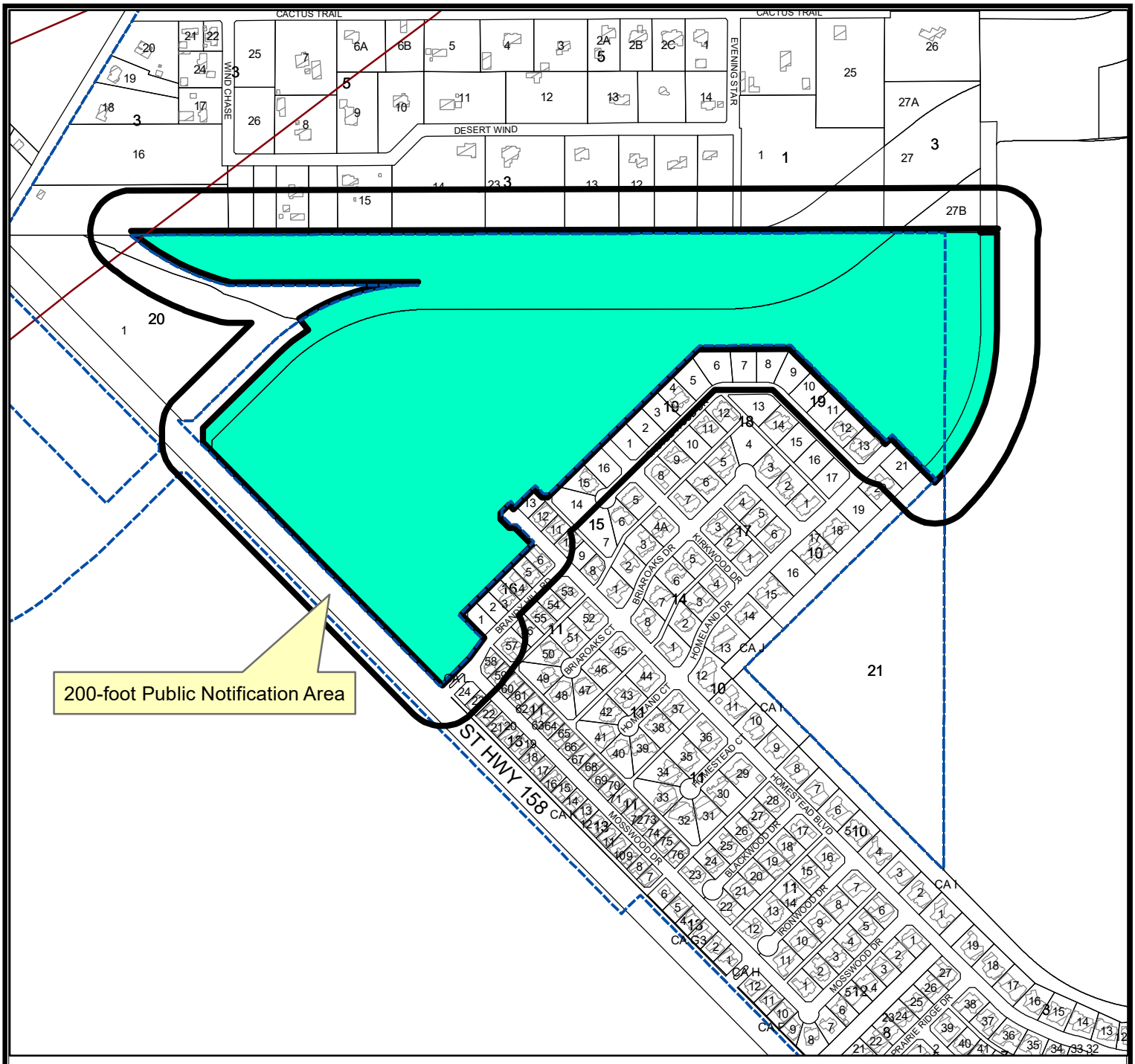
WEST COMPANY
SURVEYORS - ENGINEERS - PLANNERS ,
ENGINEER REGISTRATION: FIRM 2184
SURVEYOR REGISTRATION: FIRM 100682-00
110 W. LOUISIANA AVE., SUITE 110,
MIDLAND, TEXAS 79701
(432) 687-0865 - FAX (432) 687-0868

June 22, 2021

FEBRUARY 2021

GRASSLAND ESTATES WEST, SECTION 12 [PHASE 1]

© COPYRIGHT 2020 ALL RIGHTS RESERVED



LOCATION MAP

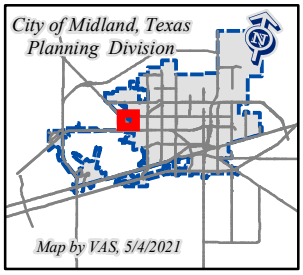
Z-21-0213 **Scale: 1" = 600'**

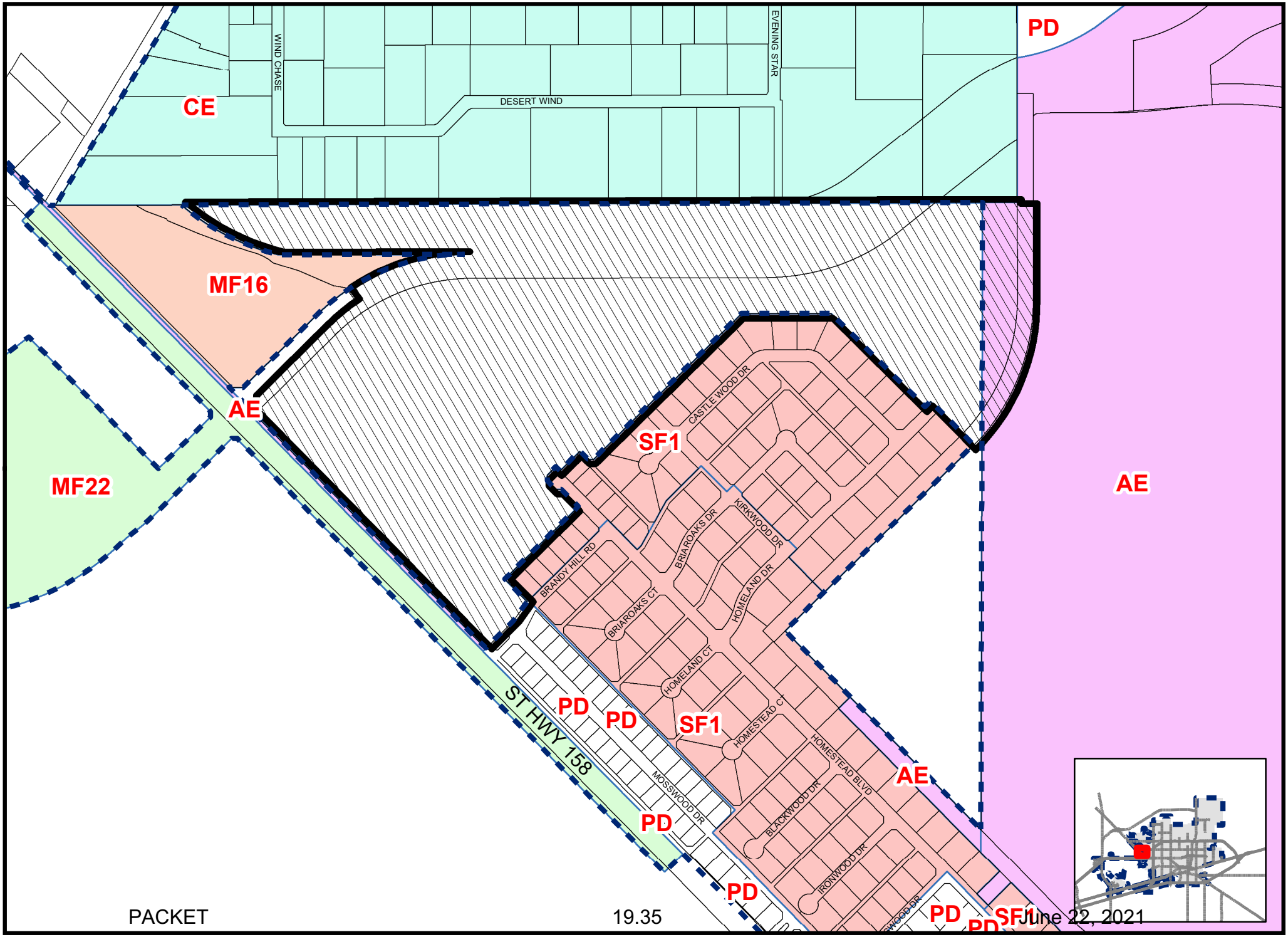
Consider a request for the initial zoning of a 97.05-acres tract of land located in Sections 35 and 36, Block 40, T-1-S, T&P RR. Co. Survey, Midland County, Texas.

Generally located on the north side of W. State Highway 158, approximately 11 feet west of Brandy Hill Road. (Extraterritorial Jurisdiction)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS





Map By VAS, 5/7/2021

Z-21-0213

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2020: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

MIDLAND
Planning Division

MAHAN RHONDA
6904 HOMESTEAD BLVD
MIDLAND TX 79707

PUBLIC NOTICE

The **City Council** of the City of Midland, Texas will hold a public hearing at **10:00 A.M.** on **Tuesday, June 8, 2021,** in the Council Chambers, City Hall, 300 N. Loraine, Midland, TX 79701, on a request by **Grasslands IV, LTD,** for the **Initial Zoning** of the following described property:

LEGAL DESCRIPTION: A 97.05-acres tract of land located in Sections 35 and 36, Block 40, T-1-S, T&P RR Co. Survey, County of Midland, Texas.

LOCATION: Generally located on the north side of W. State Highway 158, approximately 11 feet west of Brandy Hill Road. (Extraterritorial Jurisdiction)

PROPOSED ZONING:

From: No Current Zoning
To: SF-1, Single-Family Dwelling District in part; and RR, Regional Retail District in part.

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request ✓ **Comments:** _____

Required Information:

Rhonda Mah — Property Owner's Signature
Rhonda Mahan — Printed Name
6904 Homestead Blvd Midland TX 79707 — Property Address (No P. O. Boxes)

If any further information is desired, please contact the Planning Division, at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 37
Date Mailed: May 21, 2021
Case Number: Z-21-0213
Case Name: Grasslands Annexation
VAS Planner's Initials

Charles Harrington
Director of Development Services
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989.









City Council Meeting

Item Number: 20

Meeting Date: June 22, 2021

To: City Council / City Manager

From: Kelly Martinez, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 4,712-SQUARE FOOT PORTION OF LOT 20A, BLOCK 17, GREATHOUSE ADDITION, SECTION 13, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF BRIARWOOD AVENUE AND PORTICO WAY), WHICH IS PRESENTLY ZONED LR, LOCAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN AN EVENT 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 1) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Monica Leclair, is requesting a Specific Use Designation with Term (SUD) for the sale of all alcoholic beverages, for on-premises consumption, in an event center for Indulgence Catering, LLC., located at 4906 Briarwood Avenue.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Current Zoning:

LR, Local Retail District.

Surrounding Zoning and Land Use:

This property is located at 4906 Briarwood Avenue, in the LR, Local Retail District. The properties to the north are zoned O1, Office District, and the locations of vacant lots. The properties to the east and west are zoned LR, Local Retail District, and the locations of West Texas Allergy and a vacant lot. The property to the south is zoned SF-2, Single Family Dwelling District, and the location of residential homes.

Discussion:

Monica Leclair is requesting a Specific Use Designation with term, for the property located at 4906 Briarwood Avenue to be able to sell all alcoholic beverages for on premises consumption, in an event center. The property is in the LR, Local Retail District, which allows for the sale of all alcoholic beverages for on-premises consumption with a Specific Use Designation with Term.

The floor plan attached hereto as “Exhibit A” illustrates that the establishment, will have a total square footage of 8,024 square feet, with an alcohol serviceable area of 4,712 square feet.

Indulgence Catering, LLC is a full-service catering company, diner, and event center. They host private events throughout the year. They also have a diner located within the property called Gloria’s Diner. The diner serves food Monday through Friday from 11 a.m. to 3 p.m. However, the SUD will solely be for the purpose of private events on the property. The restaurant will be closed if the private event takes place during restaurant hours. The event hours and days depend on the occasion. Typically, they can range anywhere between the following:

Sunday through Saturday from 9:00 a.m. to 2:00 a.m. (the following day)

The applicant is proposing the following hours for all alcoholic beverages service:

Sunday through Saturday from 11:00 a.m. to 12:00 a.m. (midnight)

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public school, public school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property.

Engineering: (Approved)

No objections.

Fire: (Approved)

No objections.

Transportation: (Approved)

No objection to zone change.

Code Administration: (Approved)

The SUD for Indulgence Catering is acceptable. The property must adhere to the maximum occupant load of 314. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning:

The request is in compliance with the *Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4,* "Encourage the development of places where Midland residents can gather and socialize to build connections." (Tall City Tomorrow page 137).

This request was recommended for approval by a unanimous vote at the May 17, 2021 Planning and Zoning Commission meeting and approved at the June 8, 2021 City Council meeting.

Staff recommends approval of this Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in an event center, subject to the following conditions A through F.

Conditions:

A. That the serviceable area of the establishment shall be limited to approximately 4,712-square feet, as shown in Exhibit A.

B. That the permitted hours of the sale of alcoholic beverages shall be limited to the hours of operation for private events that occur:

Sunday through Saturday, from 11:00 a.m. to 12:00 a.m. (midnight)

C. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

D. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

E. That the establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That when the establishment is operating as a restaurant the sale and consumption of alcoholic beverages shall be prohibited.

Letters of Objection:

As of May 26, 2021, staff has received one letter of objection.

Attachments:

Application
Floor Plan (Exhibit A)
Site Plan (Exhibit B)
Maps

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 4,712-SQUARE FOOT PORTION OF LOT 20A, BLOCK 17, GREATHOUSE ADDITION, SECTION 13, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF BRIARWOOD AVENUE AND PORTICO WAY), WHICH IS PRESENTLY ZONED LR, LOCAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN AN EVENT 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

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for a 4,712-square foot portion of Lot 20A, Block 17, Greathouse Addition, Section 13, 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 an event center (the "Establishment") for on-premises consumption, together with the uses permitted in the present LR, Local 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 4,712 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Sunday through Saturday from 11:00 a.m. to 12:00 a.m. (midnight) during the operation of private events when the Establishment is not open to the general public.

D. That except as provided in Subsection C above, alcoholic beverage sales and consumption shall be prohibited, including when the Establishment is operating as a restaurant that is open to the general public.

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.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland,

Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

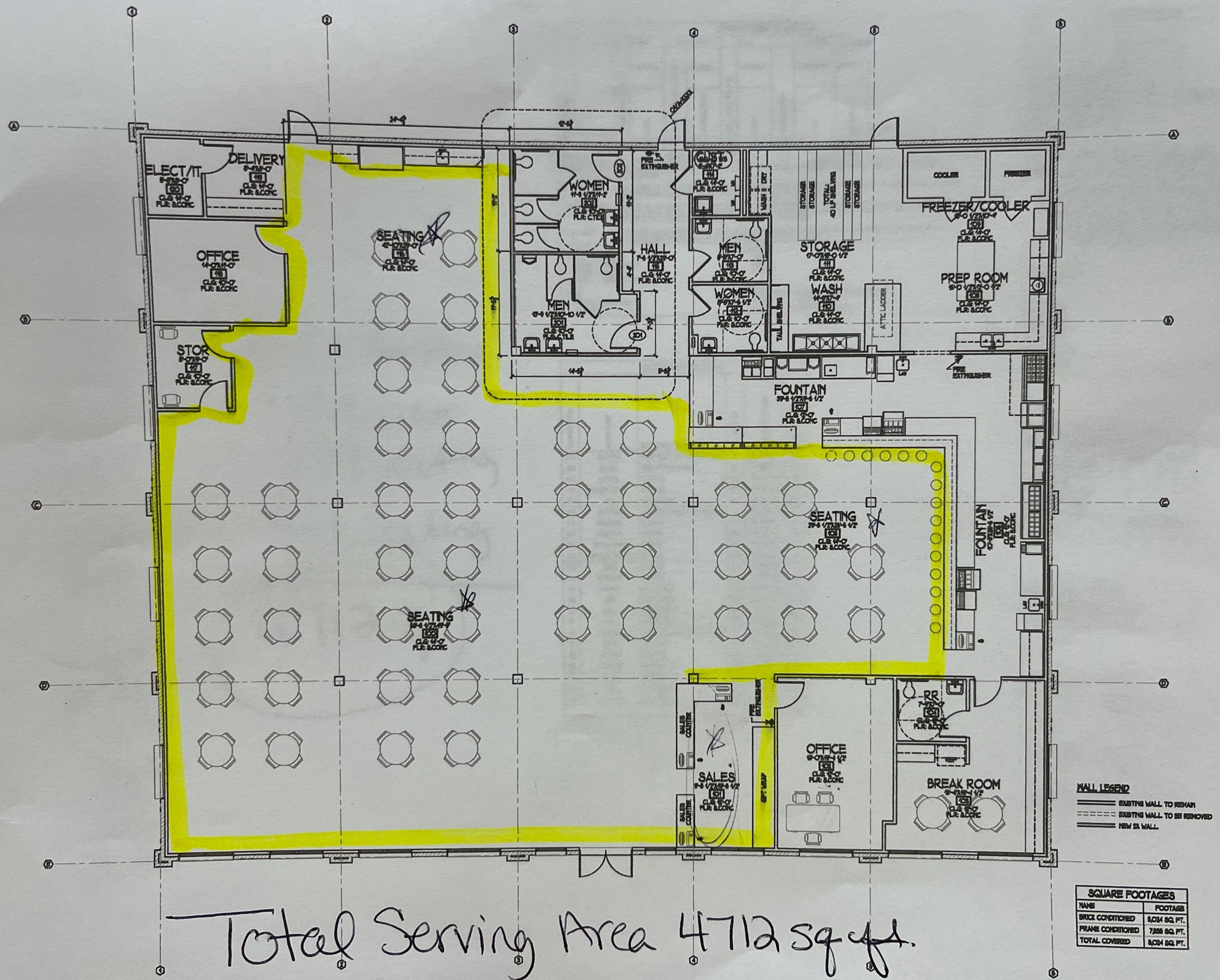
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"



Total Serving Area 4712 sq ft.

01 NEW PLAN
SCALE: 1/4" = 1'-0"

WALL LEGEND
- EXISTING WALL TO REMAIN
- EXISTING WALL TO BE REMOVED
- NEW 2X WALL

SQUARE FOOTAGES	
NAME	FOOTAGE
BRICK CONDITIONED	8,034 SQ. FT.
FRAME CONDITIONED	7,855 SQ. FT.
TOTAL COVERED	8,034 SQ. FT.

CORNERSTONE DESIGN GROUP

SHEET TITLE: NEW PLAN

INDULGENCE CATERING AND EVENTS
4406 BRIARWOOD
MIDLAND, TEXAS
PROJECT NUMBER: 4120

SHEET NUMBER: A-2.3
SHEET 08 OF 10

05/08/19 - 02:44 PM

INDULGENCE CATERING AND EVENTS
4406 BRIARWOOD
MIDLAND, TEXAS
PROJECT NUMBER 2020

SHEET NUMBER A-2.3

NEW PLAN

CORNERSTONE DESIGN GROUP

WALL LEGEND
EXISTING WALL TO REMAIN
EXISTING WALL TO BE REMOVED
NEW 1/2 WALL

SQUARE FOOTAGES	
NAME	FOOTAGE
BRICK CONDITIONED	1,434 SQ. FT.
FRAME CONDITIONED	7,288 SQ. FT.
TOTAL COVERED	8,434 SQ. FT.

4712 sq. ft.

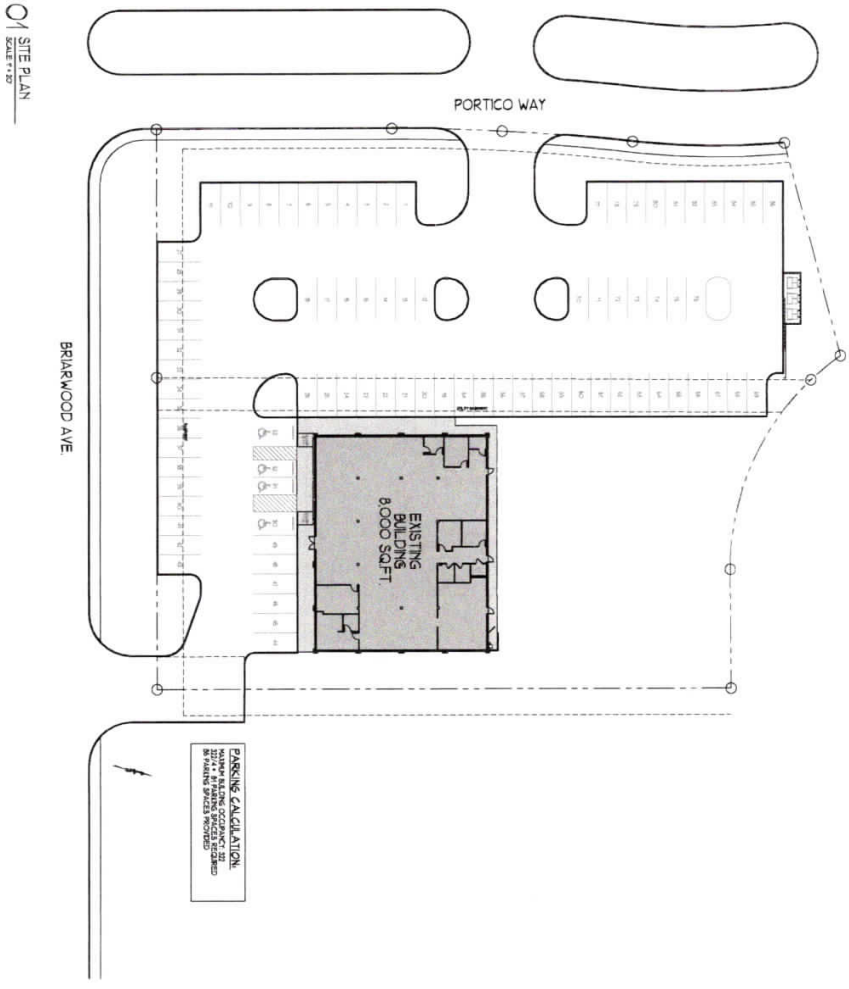
Total Serving Area

01 NEW PLAN
SCALE: 1/4" = 1'-0"

05/03/19 - 02:44 PM

RECEIVED
APR 1 9 2021

BY: .....



01 SITE PLAN
SCALE: 1" = 30'

A-1.1	INDULGENCE CATERING AND EVENTS 4906 BRIARWOOD MIDLAND, TEXAS		ARCHITECURAL SITE PLAN	CORNERSTONE DESIGN GROUP	

MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: 340-21-0099

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Kimberley Herard		Phone (432) 218 7595 Email indulgencecatering@hotmail.com	
Address 4906 Briarwood Ave	City Midland	State TX	Zip 79707

Property Owner Printed Name: Lyn-San LLC		Phone (432) 296-2834 Email millweeoilinc@sbcglobal.net	
Address 2009 Neely	City Midland	State TX	Zip 79705

Representative *(if different from Applicant or Property Owner)* Firm: Monica Leclair Printed Name: Monica Leclair		Phone (432) 3521915 Email monica.leclair@gmail.com	
Address 5701 E er 55	City Midland	State TX	~~Zip~~ 79705

Street Address: 4906 Briarwood Ave Midland TX 79707

Business Name: Indulgence Catering, LLC

Legal Description
Lot: 20A Block: 17 Subdivision: Greathouse Addition Sec. 13

Current Zoning:

Reason for Request: Sell alcohol

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: restaurant

Proposed/Current Days and Hours of Operation: Monday-Friday 11am-3pm

Proposed Days and Hours of Alcohol Service: Sunday-Saturday 11am-12am

Total Square Footage of Business: 18,000

Square Footage of Alcohol Serviceable Area:

Restroom Fixtures:	*Men*	**Toilets/Urinals:** 3 / 1	**Bathroom Sinks:** 3
	Women	**Toilets:** 4	**Bathroom Sinks:** 3

RECEIVED
APR 19 2021
BY: .....

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): Kimberley Herard	Date: 4/9/21
Applicant (printed): Kimberley Herard	
Property Owner (signature): Lynda Krol	Date: 4/11/21
Property Owner (printed): Lynda Krol	

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 Kimberley Herard who, being by me duly sworn, upon oath says: That (s)he is authorized by Lynda Krol, 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.

K Herard
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 9th day of April, 2021, to certify which witness my hand and seal of office.

MONICA L. LECLAIR
Notary Public, State of Texas
Comm. Expires 06-20-2021
Notary ID 129465041

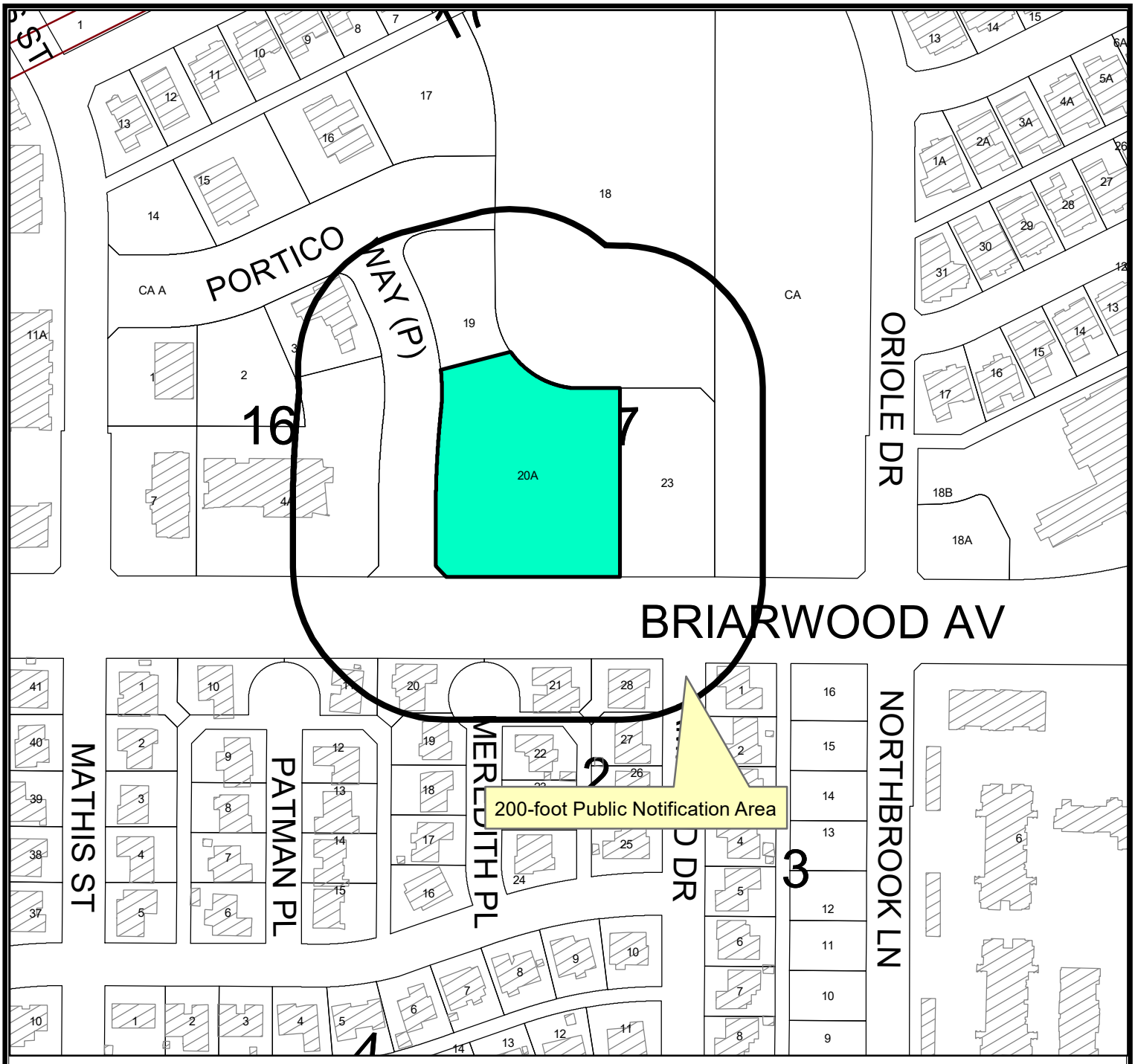
Monica L LeClair
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****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 # 3216	☐ Plans in Digital Format (PDF/JPEG)
Received By: April 21, 21	Date: 4/19

RECEIVED
APR 19 2021
BY: .....

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

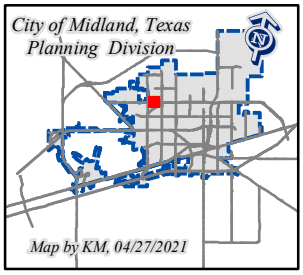
SUD-21-0099 **Scale: 1" = 200'**

Consider a request by Monica Leclair for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages, for on premises consumption in an event center, on a 4,712 square foot portion of Lot 20A, Block 17, Greathouse Addition, Section 13, City and County of Midland, Texas.

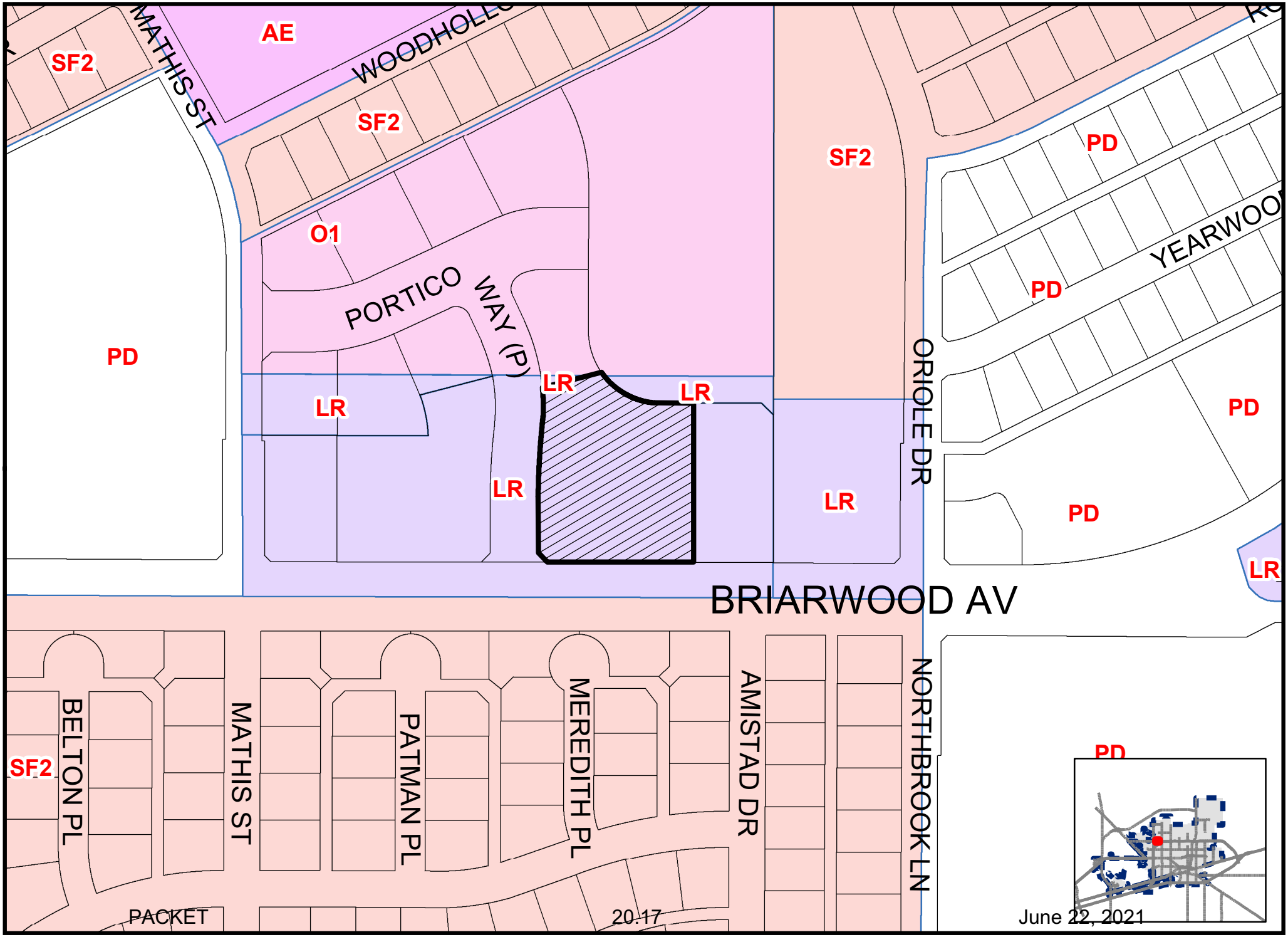
Generally located on the northeast corner of the intersection of Briarwood Avenue and Portico Way. (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



June 22, 2021



Map By KM, 4/27/2021

SUD-21-0099

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2020: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.


4906







City Council Meeting

Item Number: 21

Meeting Date: June 22, 2021

To: City Council / City Manager

From: Ron Jenkins, Oil and Gas Coordinator

Subject: **The proposed granting of oil and gas well permits to MCM Operating, LLC for the drilling of the following oil and gas wells: MB-1H; MB-2H; MB-3H; MB-4H; MB-5H; MB-6H and MB-7H; said wells being generally located 485 feet south of Mockingbird Lane and between 1,681 feet and 1,801 feet east of Holiday Hill Road (DISTRICT 1) (DEVELOPMENT SERVICES)**

Purpose:

MCM Operating, LLC, for the drilling of oil gas wells, as listed prior. This is an opportunity for the Council to receive public comment. Council may consider this permit following a 30-day public comment period and at a regularly scheduled meeting. One notice of objection received.

Recommended City Council Action:

Directional / Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The Oil and Gas Advisory Committee has reviewed the well sites in detail and recommends approval. MCM Operating will be using 24 ft. tall sound walls on all sides of the well pad during drilling and fracing operations. Additionally, will be utilizing a quite frac crew to further minimize concerns with sound. Existing tank battery being relocated out of neighborhood and relocated to the county side west of Holiday Hill Road. Existing 4 wells located in the neighborhood, have been or in the process of being plugged and abandoned. MCM Operating does have a surface agreement with the surface owner. Receiving support of the Oil & Gas Advisory Committee, MCM Operating is requesting the following variances:

1. Requesting a variance to the hours of operation for fracture stimulations and to allow for frac operations to occur during a 24-hour period which will include the use a workover rig during the completion process following the fracing operations on the subject wells.

2. Requesting a variance to the landscaping plan, the proposed fencing plan provides adequate screening from adjacent roads and parcels. Additionally, MCM Operating, LLC will work with the surface owner/developer Los Conchos Ventures, LLC on future screening and landscaping.

3. Requesting a variance to have perimeter fence around entire pad site instead of the individual wellheads.

Attachments: Applications, Location maps, Exhibit - Drill site maps, Exhibit – Flow Line Location.

Robert Patrick

City Manager's Office

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
4/1/2021	MCM Operating, LLC	223 W. Wall Street, Suite 400 Midland, TX 79701

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432) 704-2500
Matthew Chitwood	223 W. Wall St,Ste. 400 Midland,TX	Rep. Fax
Fee: $4,000.00 Rec'd Yes_X_ No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): No. 2 (Tele.):

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):***

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

Matthew Chitwood - (817) 675-6680 (Cell Phone)
223 W. Wall Street, Suite 400 Midland, TX 79701

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).**

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1. Attached as Exhibit "C"
2.
3.

ATTACHED AS EXHIBIT C **is (a** ***Title Opinion by*** Dawson Parrish, PC ***, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from , a Certified Petroleum Landman/an opinion letter from ,*** ***a licensed Texas Attorney)*** **indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

- Existing single family residences to the north
- Undeveloped and existing oil and gas facilities to the east
- Undeveloped, existing oil and gas facilities, future single family residences to the south
- Undeveloped and existing oil and gas facilities to the west

ATTACHED AS EXHIBIT D **is Current Tax Roll from Midland Central Appraisal District), which lists**

***ATTACHED AS EXHIBIT E* is a *(map/p lat/satellite/aerial photo)* depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The *(map/p lat/satellite/aerial photo)* includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

***ATTACHED AS EXHIBIT F* is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: MB-1H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

Attached as Exhibit V.

Legal Description of Proposed Well Site:
SHL - 1,681' FWL and 485' FNL-Situated in Section 6, A-15, Block X, H.P. Hilliard Survey, Midland County, TX

BHL - 330' FWL and 50' FSL-Situated in Section 18, A-681,Block 39, T-1-S,T& P RR Co, Midland County,TX

***ATTACHED AS EXHIBIT G* is the Location Site Plan [See § J(9)].**

***ATTACHED AS EXHIBIT H* is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

***ATTACHED AS EXHIBIT I* is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments *(also file copy of W-1 with City Secretary before commencement of drilling operations).* [See § J(16) and (20)].**

***ATTACHED AS EXHIBIT J* is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

***ATTACHED AS EXHIBIT K (if applicable)* is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

***ATTACHED AS EXHIBIT L* is the Fencing and Irrigation Plan. [See § J(30)].**

***ATTACHED AS EXHIBIT M* is the Road Repair Agreement and *Letter of Credit/Certificate of Deposit/Surety Bond* in the amount of at least $25,000. *Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable):* Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary $75,000 *letter of credit/certificate of deposit/surety bond* in conjunction with this request. [See § J(31)].**

***ATTACHED AS EXHIBIT N* is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling:
None.
(2) Opera tions:

Electrical.

Description of water source to be used during Drilling:

Water will be stored in off-site frac ponds. Water source will be from an off-site water well or trucked if necessary.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

Attached as Exhibit N

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

Attached as Exhibit O

V. Additional Required Exhibits

***ATTACHED AS EXHIBIT P* is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].**

***ATTACHED AS EXHIBIT Q* are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].**

***ATTACHED AS EXHIBIT R* is the required Insurance Certificate. [See § J(19) and § K(3)].**

***ATTACHED AS EXHIBIT S (if applicable)* is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].**

***ATTACHED AS EXHIBIT T* is Applicant's Emergency Action Response Plan. [See § J(22)].**

***ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

MCM Operating, LLC
[NAME OF COMPANY]

By Matt Chitwood
Its Vice President of Land

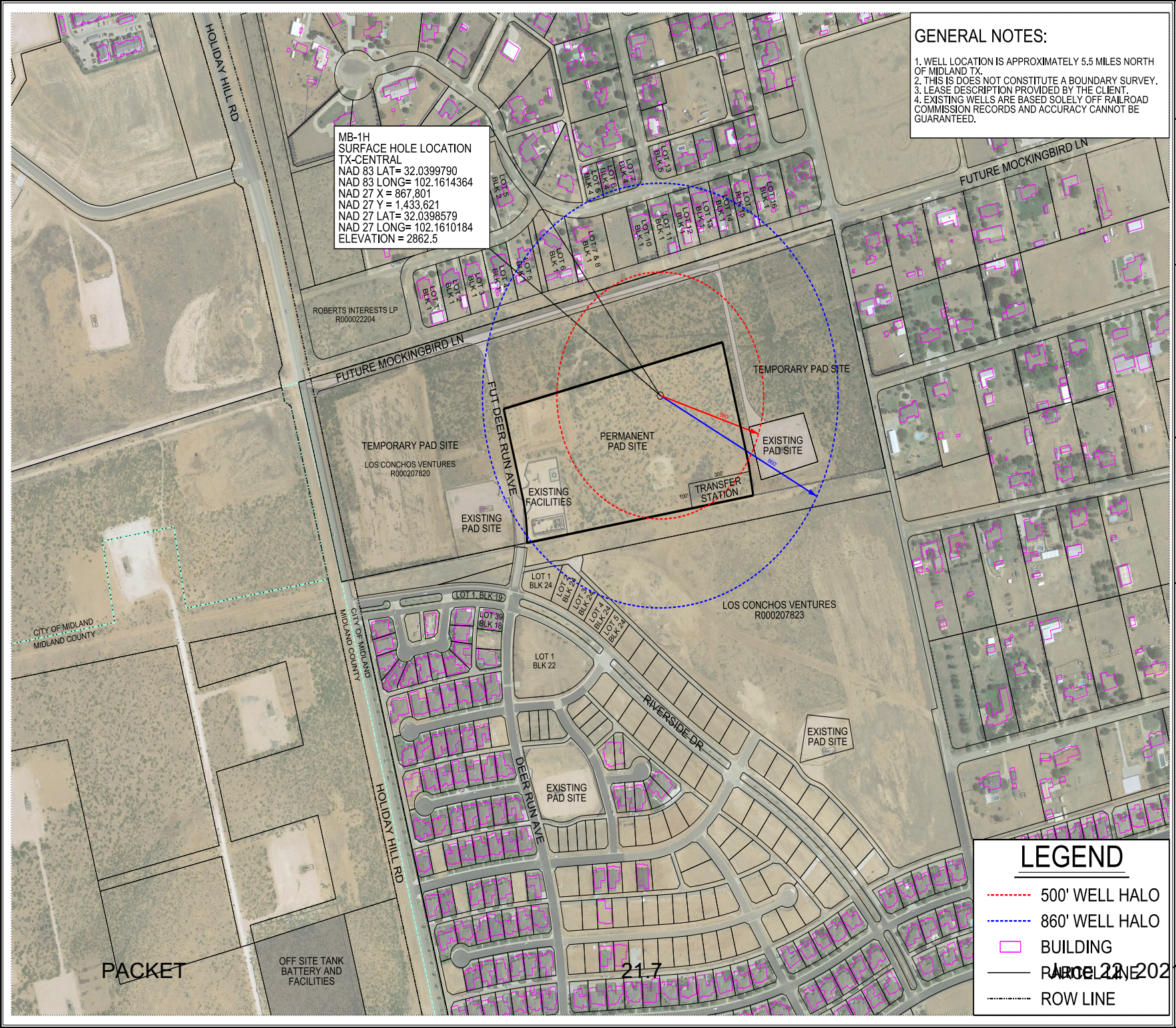
State of Texas)

County of Midland)

Matt Chitwood , personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Adam Borgman
Notary Public, State of Texas

ADAM MURRAY BORGMAN
Notary Public, State of Texas
Comm. Expires 03-16-2022
Notary ID 128191650
[SEAL]



GENERAL NOTES:

1. WELL LOCATION IS APPROXIMATELY 5.5 MILES NORTH OF MIDLAND TX.
2. THIS IS DOES NOT CONSTITUTE A BOUNDARY SURVEY.
3. LEASE DESCRIPTION PROVIDED BY THE CLIENT.
4. EXISTING WELLS ARE BASED SOLELY OFF RAILROAD COMMISSION RECORDS AND ACCURACY CANNOT BE GUARANTEED.

LEGEND

- 500' WELL HALO
- 860' WELL HALO
- BUILDING
- PARCEL LINE
- ROW LINE

PACKET 21.7 June 22, 2021

MOCKINGBIRD PROSPECT

OIL AND GAS PERMIT
MIDLAND, TX

APPLICANT:

MCM OPERATING, LLC
223 W. WALL ST., SUITE 400
MIDLAND, TX 79701
PHONE: (432) 685-1790

SITE PLAN PREPARED BY:

PELOTON LAND SOLUTIONS

9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350

TBPE FIRM NO. 12207
TBPLS FIRM NO. 10177700

WELLS AND PADS STAKED BY:

LNV
801 NAVIGATION BLVD., SUITE 300
CORPUS CHRISTI, TX 78408
PHONE: (361) 883-1984
TBPLS FIRM NO. 10126500

PROJECT NO:	MCM20001
FILE PATH:	Planning\Exhibits\MB-1H
DRAWN BY:	AW
REVIEWED BY:	CH
DATE:	3/23/2021
REV:	

NORTH

0 200' 400' 600'
GRAPHIC SCALE

SHEET CONTENT

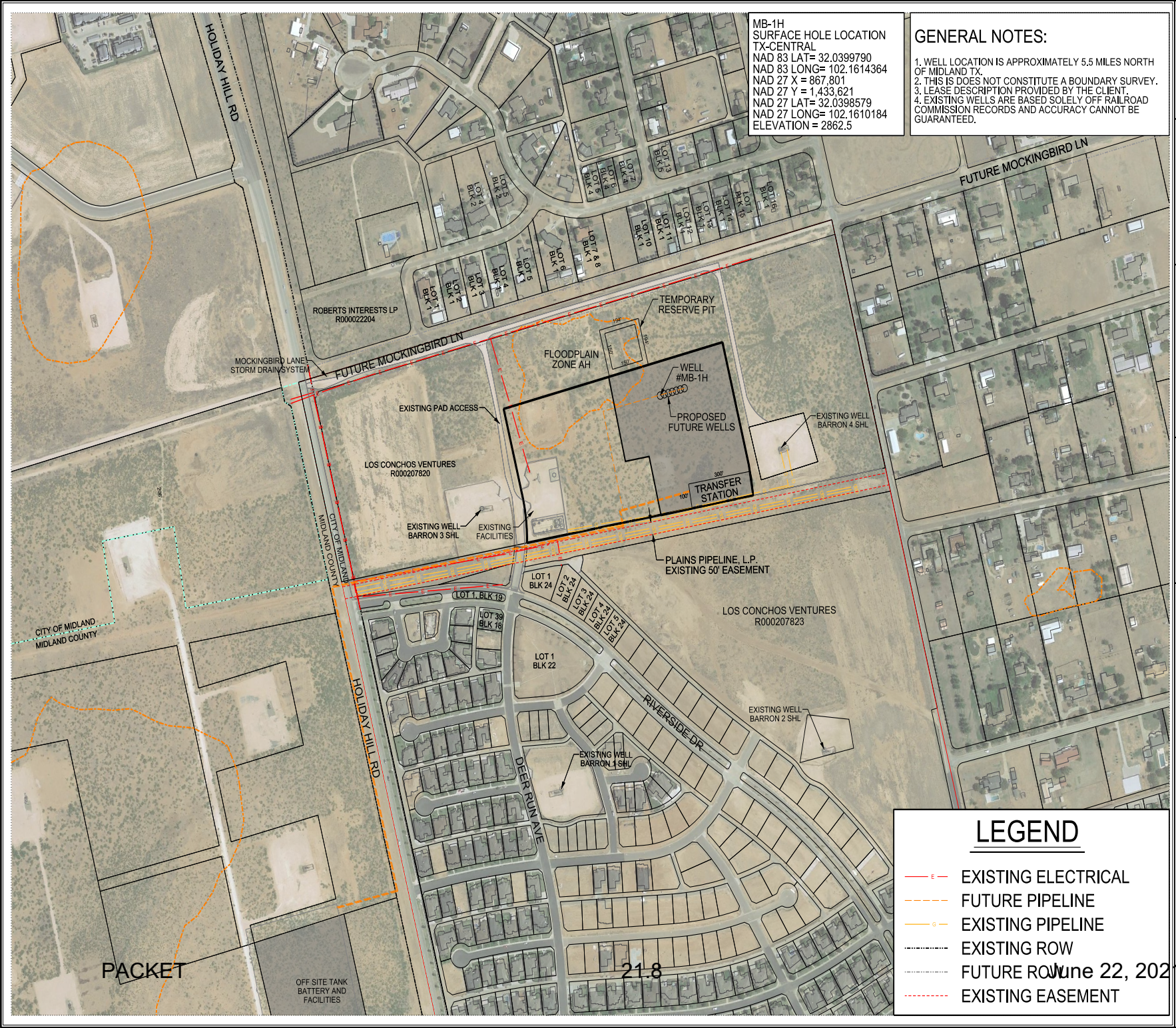
EXHIBIT 'E'

AERIAL SITE PLAN

MOCKINGBIRD
MB-1H

Situated in Section 6, A-15
Block X, H.P. Hilliard Survey,
Midland County, Texas

Printed by: alwilson
3:45:08 PM
3/23/2021



MOCKINGBIRD PROSPECT

OIL AND GAS PERMIT
MIDLAND, TX

APPLICANT:

MCM OPERATING, LLC
223 W. WALL ST., SUITE 400
MIDLAND, TX 79701
PHONE: (432) 685-1790

SITE PLAN PREPARED BY:

PELOTON LAND SOLUTIONS

9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350

TBPE FIRM NO. 12207
TBPLS FIRM NO. 10177700

WELLS AND PADS STAKED BY:

LNV
an Ardurra Company

LNV
801 NAVIGATION BLVD., SUITE 300
CORPUS CHRISTI, TX 78408
PHONE: (361) 883-1984
TBPLS FIRM NO. 10126500

PROJECT NO:	MCM20001
FILE PATH:	Planning\Exhibits\MB-1H
DRAWN BY:	AW
REVIEWED BY:	CH
DATE:	3/23/2021
REV:	

NORTH

0 200' 400' 600'
GRAPHIC SCALE

SHEET CONTENT

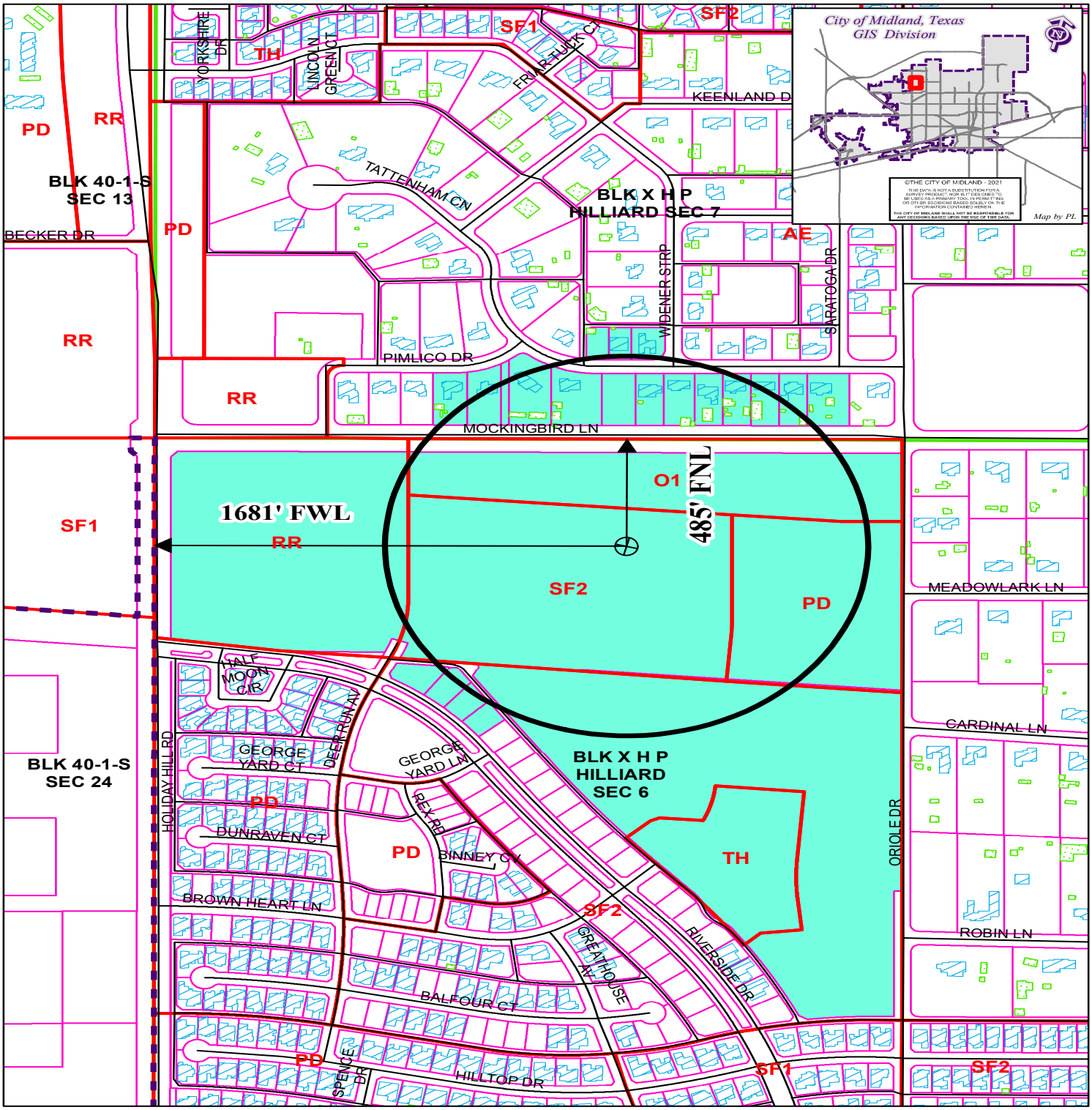
EXHIBIT 'G' - 1

DRILL SITE, GATHERING LINES, ACCESS ROAD, ELECTRIC

MOCKINGBIRD
MB-1H

Situated in Section 6, A-15 Block X, H.P. Hilliard Survey, Midland County, Texas

Printed by: shelson
3/23/2021 4:25:52 PM



LOCATION AND ZONING MAP

Oil-033420-2021 **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 485' FNL and 1,681' FWL, Section 6, Block X, H.P. Hilliard Survey, Midland County, Texas.

Generally located 485 feet south of Mockingbird Lane and 1,681 feet east of Holiday Hill Road.

MB-1H

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR, MR, HR	COMMUNITY RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
4/1/2021	MCM Operating, LLC	223 W. Wall Street, Suite 400 Midland, TX 79701

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432) 704-2500
Matthew Chitwood	223 W. Wall St,Ste. 400 Midland,TX	Rep. Fax
Fee: $4,000.00 Rec'd Yes_X_ No___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):***

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

Matthew Chitwood - (817) 675-6680 (Cell Phone)
223 W. Wall Street, Suite 400 Midland, TX 79701

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).**

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1. Attached as Exhibit "C"
2.
3.

ATTACHED AS EXHIBIT C **is (a** ***Title Opinion by*** Dawson Parrish, PC ***, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from*** ***, a Certified Petroleum Landman/an opinion letter from*** ***,***
a licensed Texas Attorney) **indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

- Existing single family residences to the north
- Undeveloped and existing oil and gas facilities to the east
- Undeveloped, existing oil and gas facilities, future single family residences to the south
- Undeveloped and existing oil and gas facilities to the west

ATTACHED AS EXHIBIT D **is Current Tax Roll from Midland Central Appraisal District), which lists**

ATTACHED AS EXHIBIT E **is a** ***(map/p lat/satellite/aerial photo)*** **depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The** ***(map/p lat/satellite/aerial photo)*** **includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

ATTACHED AS EXHIBIT F **is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: MB-2H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

Attached as Exhibit V.

Legal Description of Proposed Well Site:
SHL - 1,701' FWL and 485' FNL-Situated in Section 6, A-15, Block X,H.P. Hilliard Survey, Midland County, TX

BHL - 610' FWL and 50' FSL-Situated in Section 18, A-681,Block 39, T-1-S,T& P RR Co, Midland County,TX

ATTACHED AS EXHIBIT G **is the Location Site Plan [See § J(9)].**

ATTACHED AS EXHIBIT H **is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

ATTACHED AS EXHIBIT I **is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments** ***(also file copy of W-1 with City Secretary before commencement of drilling operations).*** **[See § J(16) and (20)].**

ATTACHED AS EXHIBIT J **is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

ATTACHED AS EXHIBIT K (if applicable) **is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

ATTACHED AS EXHIBIT L **is the Fencing and Irrigation Plan. [See § J(30)].**

ATTACHED AS EXHIBIT M **is the Road Repair Agreement and** ***Letter of Credit/Certificate of Deposit/Surety Bond*** **in the amount of at least $25,000.** ***Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable):*** **Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary $75,000** ***letter of credit/certificate of deposit/surety bond*** **in conjunction with this request. [See § J(31)].**

ATTACHED AS EXHIBIT N **is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling:
None.
(2) Opera tions:

Electrical.

Description of water source to be used during Drilling:

Water will be stored in off-site frac ponds. Water source will be from an off-site water well or trucked if necessary.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

Attached as Exhibit N

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

Attached as Exhibit O

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P **is the** ***Letter of Credit/Certificate of Deposit*** **in accordance with Subsection (K)(2). [See § J(18)].**

ATTACHED AS EXHIBIT Q **are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].**

ATTACHED AS EXHIBIT R **is the required Insurance Certificate. [See § J(19) and § K(3)].**

ATTACHED AS EXHIBIT S (if applicable) **is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].**

ATTACHED AS EXHIBIT T **is Applicant's Emergency Action Response Plan. [See § J(22)].**

ATTACHED AS EXHIBIT U **is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

MCM Operating, LLC
[NAME OF COMPANY]

By Matt Chitwood
Its Vice President of Land

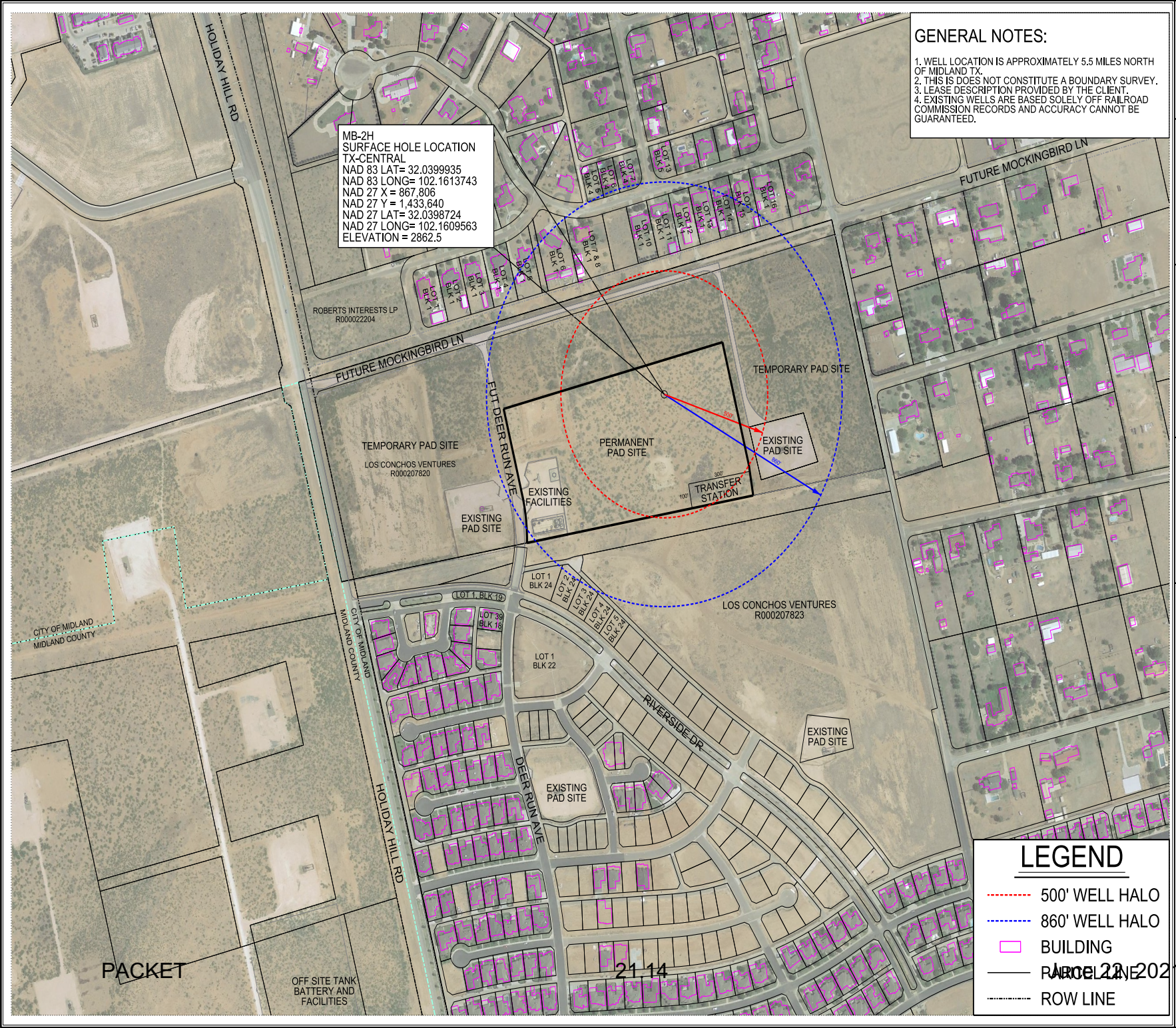
State of Texas)

County of Midland)

Matt Chitwood, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Adam Borgman
Notary Public, State of Texas

ADAM MURRAY BORGMAN
Notary Public, State of Texas
Comm. Expires 03-16-2022
Notary ID 128191650
[SEAL]



GENERAL NOTES:

1. WELL LOCATION IS APPROXIMATELY 5.5 MILES NORTH OF MIDLAND TX.
2. THIS IS DOES NOT CONSTITUTE A BOUNDARY SURVEY.
3. LEASE DESCRIPTION PROVIDED BY THE CLIENT.
4. EXISTING WELLS ARE BASED SOLELY OFF RAILROAD COMMISSION RECORDS AND ACCURACY CANNOT BE GUARANTEED.

LEGEND

- 500' WELL HALO
- 860' WELL HALO
- BUILDING
- PARCEL LINE
- ROW LINE

PACKET 21 14 June 22, 2021

MOCKINGBIRD PROSPECT

OIL AND GAS PERMIT
MIDLAND, TX

APPLICANT:

MCM OPERATING, LLC
223 W. WALL ST., SUITE 400
MIDLAND, TX 79701
PHONE: (432) 685-1790

SITE PLAN PREPARED BY:

PELOTON LAND SOLUTIONS

9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350

TBPE FIRM NO. 12207
TBPLS FIRM NO. 10177700

WELLS AND PADS STAKED BY:

LNV
an Ardurra Company

LNV
801 NAVIGATION BLVD., SUITE 300
CORPUS CHRISTI, TX 78408
PHONE: (361) 883-1984
TBPLS FIRM NO. 10126500

PROJECT NO:	MCM20001
FILE PATH:	Planning\Exhibits\MB-1H
DRAWN BY:	AW
REVIEWED BY:	CH
DATE:	3/23/2021
REV:	

NORTH

0 200' 400' 600'
GRAPHIC SCALE

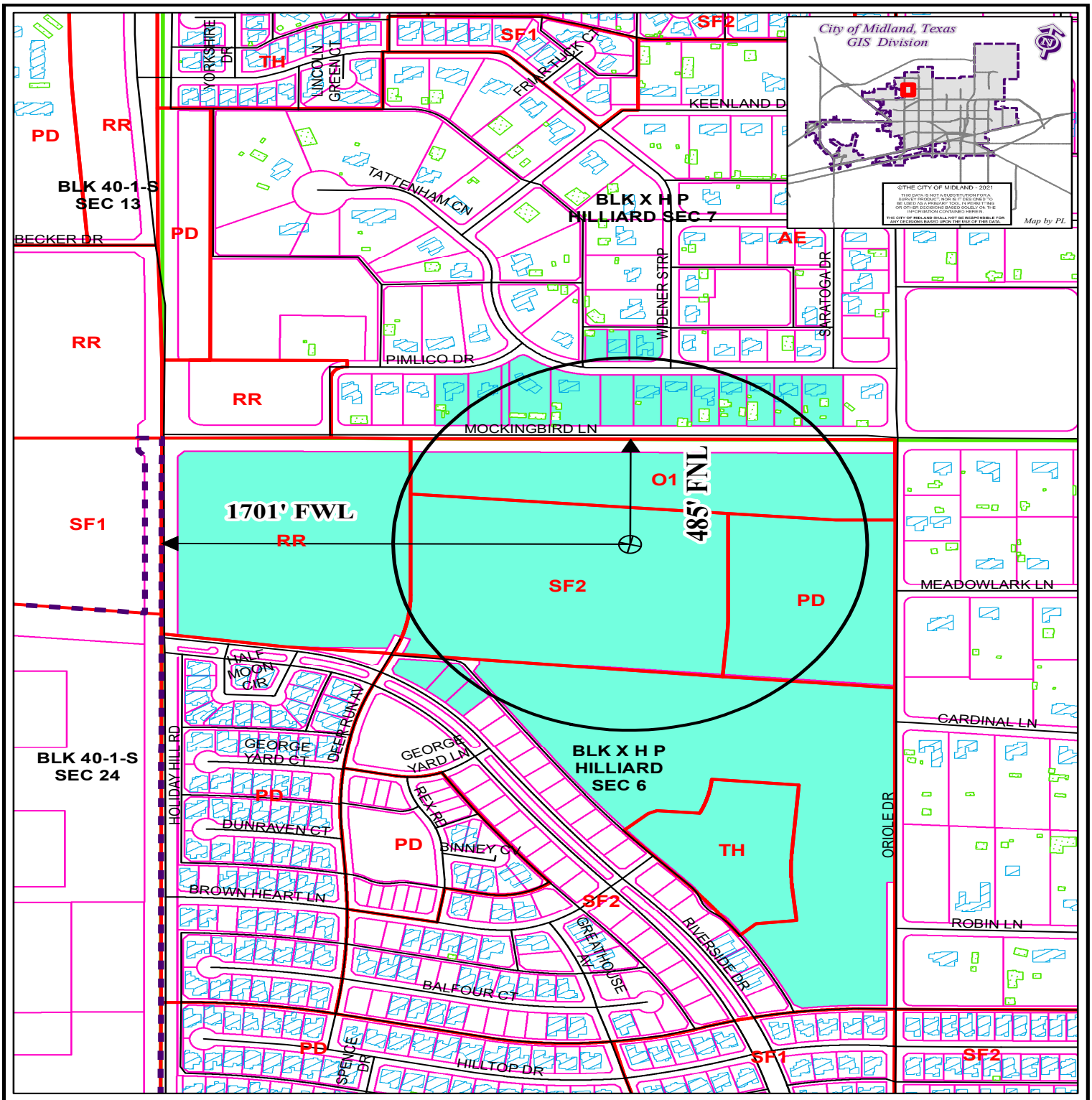
SHEET CONTENT

EXHIBIT 'E'

AERIAL SITE PLAN
MOCKINGBIRD
MB-2H

Situated in Section 6, A-15
Block X, H.P. Hilliard Survey,
Midland County, Texas

Printed by: alwilson
3/23/2021 8:09:53 PM



LOCATION AND ZONING MAP

Oil-033419-2021 **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 485' FNL and 1,701' FWL, Section 6, Block X, H.P. Hilliard Survey, Midland County, Texas.

Generally located 485 feet south of Mockingbird Lane and 1,701 feet east of Holiday Hill Road.

MB-2H

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOW RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
4/1/2021	MCM Operating, LLC	223 W. Wall Street, Suite 400 Midland, TX 79701

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432) 704-2500
Matthew Chitwood	223 W. Wall St,Ste. 400 Midland,TX	Rep. Fax
Fee: $4,000.00 Rec'd Yes X No___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):***

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

Matthew Chitwood - (817) 675-6680 (Cell Phone)
223 W. Wall Street, Suite 400 Midland, TX 79701

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).**

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1. Attached as Exhibit "C"
2.
3.

ATTACHED AS EXHIBIT C **is (a** ***Title Opinion by*** Dawson Parrish, PC ***, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from , a Certified Petroleum Landman/an opinion letter from ,*** ***a licensed Texas Attorney)*** **indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

- Existing single family residences to the north
- Undeveloped and existing oil and gas facilities to the east
- Undeveloped, existing oil and gas facilities, future single family residences to the south
- Undeveloped and existing oil and gas facilities to the west

ATTACHED AS EXHIBIT D **is Current Tax Roll from Midland Central Appraisal District), which lists**

ATTACHED AS EXHIBIT E **is a** ***(map/p lat/satellite/aerial photo)*** **depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The** ***(map/p lat/satellite/aerial photo)*** **includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

ATTACHED AS EXHIBIT F **is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: MB-3H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

Attached as Exhibit V.

Legal Description of Proposed Well Site:
SHL - 1,721' FWL and 485' FNL-Situated in Section 6, A-15, Block X,H.P. Hilliard Survey, Midland County, TX

BHL - 990' FWL and 50' FSL-Situated in Section 18, A-681,Block 39, T-1-S,T& P RR Co, Midland County,TX

ATTACHED AS EXHIBIT G **is the Location Site Plan [See § J(9)].**

ATTACHED AS EXHIBIT H **is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

ATTACHED AS EXHIBIT I **is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments** ***(also file copy of W-1 with City Secretary before commencement of drilling operations).*** **[See § J(16) and (20)].**

ATTACHED AS EXHIBIT J **is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

ATTACHED AS EXHIBIT K (if applicable) **is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

ATTACHED AS EXHIBIT L **is the Fencing and Irrigation Plan. [See § J(30)].**

ATTACHED AS EXHIBIT M **is the Road Repair Agreement and** ***Letter of Credit/Certificate of Deposit/Surety Bond*** **in the amount of at least $25,000.** ***Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable):*** **Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary $75,000** ***letter of credit/certificate of deposit/surety bond*** **in conjunction with this request. [See § J(31)].**

ATTACHED AS EXHIBIT N **is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling:
None.
(2) Opera tions:

Electrical.

Description of water source to be used during Drilling:

Water will be stored in off-site frac ponds. Water source will be from an off-site water well or trucked if necessary.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

Attached as Exhibit N

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

Attached as Exhibit O

V. Additional Required Exhibits

***ATTACHED AS EXHIBIT P* is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].**

***ATTACHED AS EXHIBIT Q* are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].**

***ATTACHED AS EXHIBIT R* is the required Insurance Certificate. [See § J(19) and § K(3)].**

***ATTACHED AS EXHIBIT S (if applicable)* is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].**

***ATTACHED AS EXHIBIT T* is Applicant's Emergency Action Response Plan. [See § J(22)].**

***ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

MCM Operating, LLC
[NAME OF COMPANY]

By Matt Chitwood
Its Vice President of Land

State of Texas)

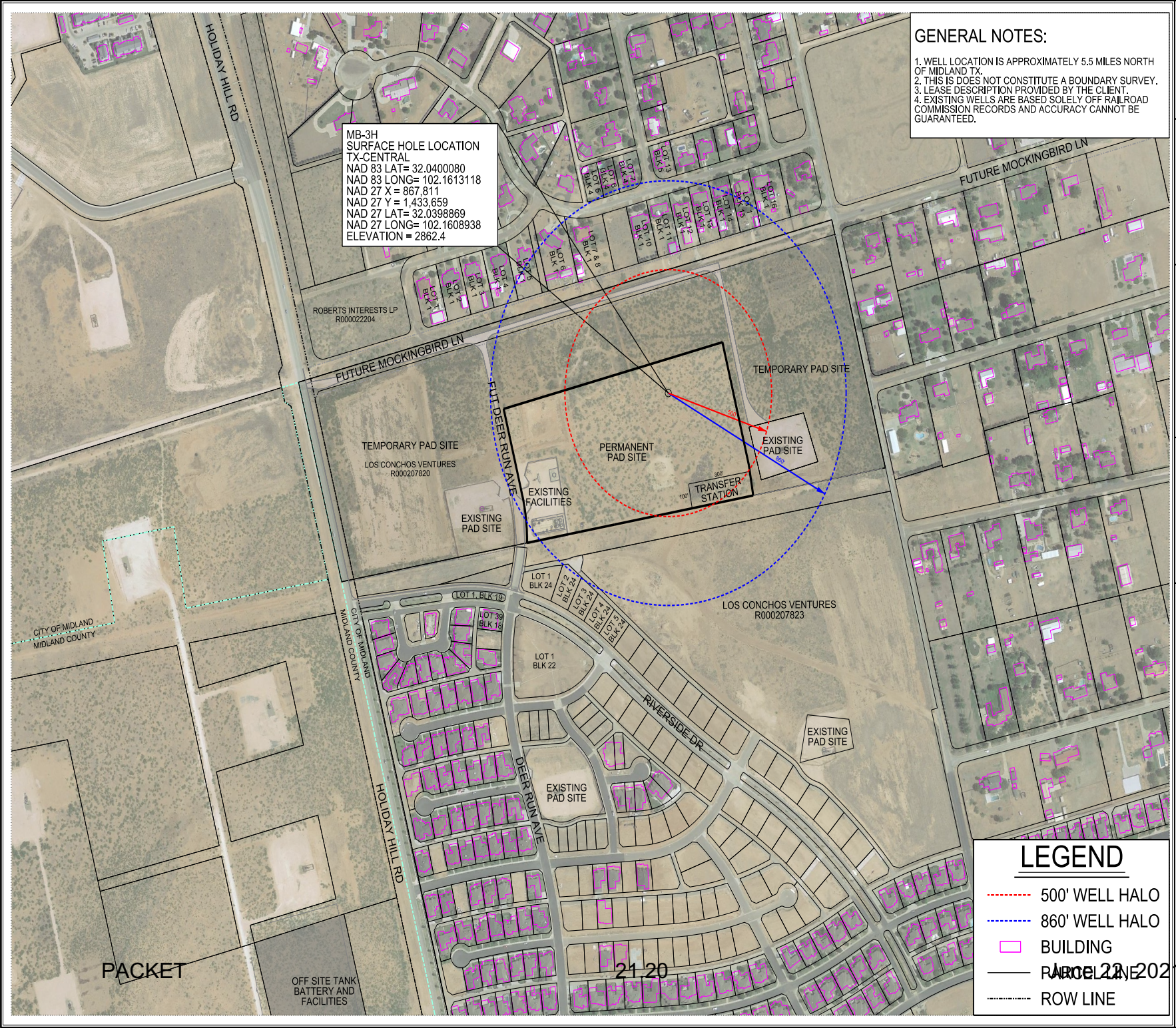
County of Midland)

Matt Chitwood, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Adam Borgman
Notary Public, State of Texas

ADAM MURRAY BORGMAN
Notary Public, State of Texas
Comm. Expires 03-16-2022
Notary ID 128191650

[SEAL]



GENERAL NOTES:

1. WELL LOCATION IS APPROXIMATELY 5.5 MILES NORTH OF MIDLAND TX.
2. THIS IS DOES NOT CONSTITUTE A BOUNDARY SURVEY.
3. LEASE DESCRIPTION PROVIDED BY THE CLIENT.
4. EXISTING WELLS ARE BASED SOLELY OFF RAILROAD COMMISSION RECORDS AND ACCURACY CANNOT BE GUARANTEED.

LEGEND

- 500' WELL HALO
- 860' WELL HALO
- BUILDING
- PARCEL LINE
- ROW LINE

MOCKINGBIRD PROSPECT

OIL AND GAS PERMIT
MIDLAND, TX

APPLICANT:

MCM OPERATING, LLC
223 W. WALL ST., SUITE 400
MIDLAND, TX 79701
PHONE: (432) 685-1790

SITE PLAN PREPARED BY:

PELOTON LAND SOLUTIONS

9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350

TBPE FIRM NO. 12207
TBPLS FIRM NO. 10177700

WELLS AND PADS STAKED BY:

LNV
an Ardurra Company

LNV
801 NAVIGATION BLVD., SUITE 300
CORPUS CHRISTI, TX 78408
PHONE: (361) 883-1984
TBPLS FIRM NO. 10126500

PROJECT NO:	MCM20001
FILE PATH:	Planning\Exhibits\MB-1H
DRAWN BY:	AW
REVIEWED BY:	CH
DATE:	3/23/2021
REV:	

NORTH

0 200' 400' 600'
GRAPHIC SCALE

SHEET CONTENT

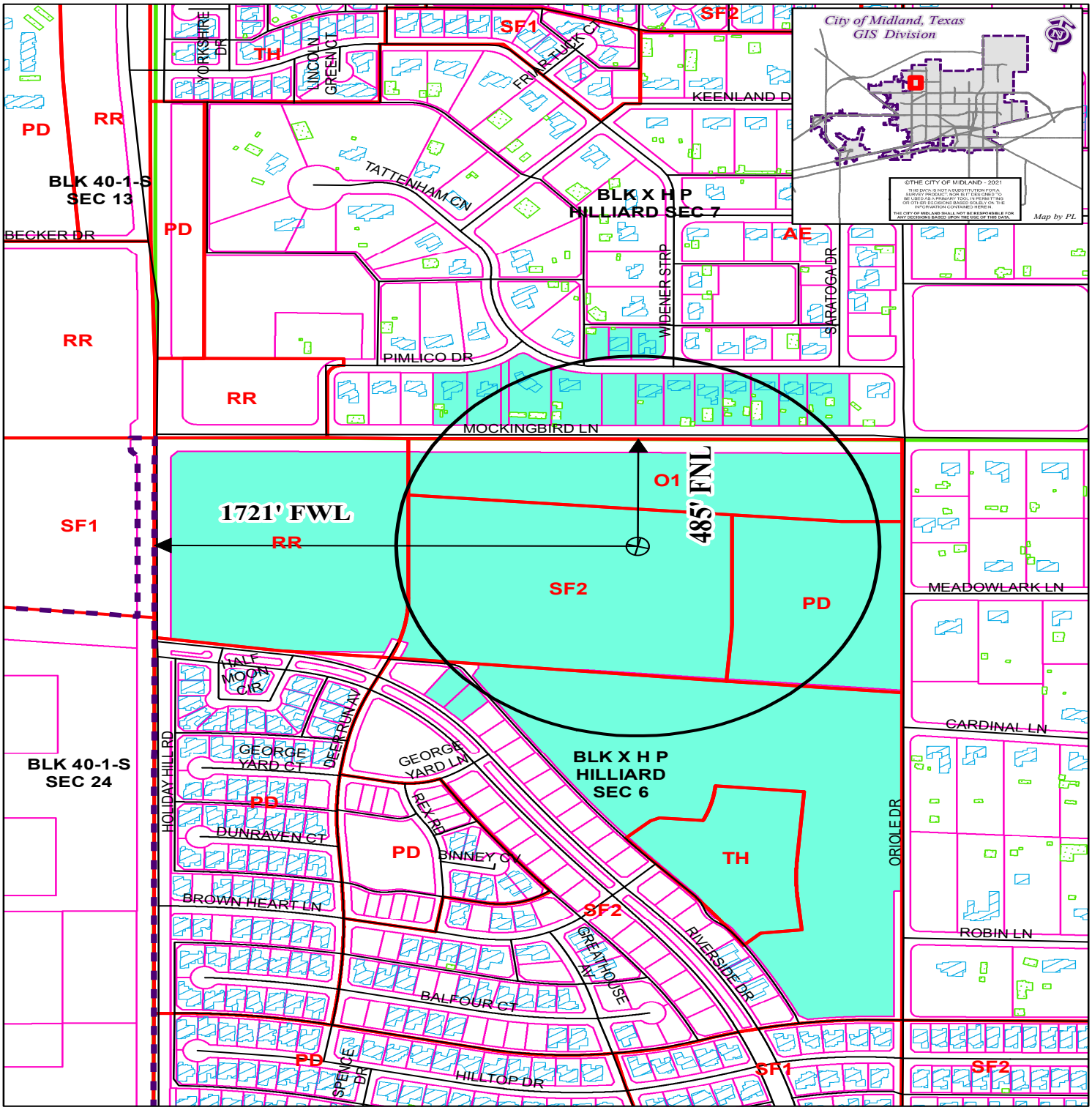
EXHIBIT 'E'

AERIAL SITE PLAN
MOCKINGBIRD
MB-3H

Situated in Section 6, A-15
Block X, H.P. Hilliard Survey,
Midland County, Texas

June 22, 2021

3/24/2021 9:14:44 AM Printed by: alwilson



LOCATION AND ZONING MAP

Oil-033418-2021 **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 485' FNL and 1,721' FWL, Section 6, Block X, H.P. Hilliard Survey, Midland County, Texas.

Generally located 485 feet south of Mockingbird Lane and 1,721 feet east of Holiday Hill Road.

MB-3H

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F, 1F2, 1F3	ONE-FAMILY DWELLING	LRC, MRC, HRC	COMMERCIAL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
4/1/2021	MCM Operating, LLC	223 W. Wall Street, Suite 400 Midland, TX 79701

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432) 704-2500
Matthew Chitwood	223 W. Wall St,Ste. 400 Midland,TX	Rep. Fax
Fee: $4,000.00 Rec'd Yes_X_ No___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):***

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

Matthew Chitwood - (817) 675-6680 (Cell Phone)
223 W. Wall Street, Suite 400 Midland, TX 79701

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).**

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1. Attached as Exhibit "C"
2.
3.

ATTACHED AS EXHIBIT C **is (a** ***Title Opinion by*** Dawson Parrish, PC ***, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from , a Certified Petroleum Landman/an opinion letter from ,*** ***a licensed Texas Attorney)*** **indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

- Existing single family residences to the north
- Undeveloped and existing oil and gas facilities to the east
- Undeveloped, existing oil and gas facilities, future single family residences to the south
- Undeveloped and existing oil and gas facilities to the west

ATTACHED AS EXHIBIT D **is Current Tax Roll from Midland Central Appraisal District), which lists**

ATTACHED AS EXHIBIT E **is a** ***(map/p lat/satellite/aerial photo)*** **depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The** ***(map/p lat/satellite/aerial photo)*** **includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

ATTACHED AS EXHIBIT F **is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: MB-4H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

Attached as Exhibit V.

Legal Description of Proposed Well Site:
SHL - 1,741' FWL and 485' FNL-Situated in Section 6, A-15, Block X,H.P. Hilliard Survey, Midland County, TX

BHL - 1,270' FWL and 50' FSL-Situated in Section 18, A-681,Block 39, T-1-S,T& P RR Co, Midland County,TX

ATTACHED AS EXHIBIT G **is the Location Site Plan [See § J(9)].**

ATTACHED AS EXHIBIT H **is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

ATTACHED AS EXHIBIT I **is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments** ***(also file copy of W-1 with City Secretary before commencement of drilling operations).*** **[See § J(16) and (20)].**

ATTACHED AS EXHIBIT J **is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

ATTACHED AS EXHIBIT K (if applicable) **is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

ATTACHED AS EXHIBIT L **is the Fencing and Irrigation Plan. [See § J(30)].**

ATTACHED AS EXHIBIT M **is the Road Repair Agreement and** ***Letter of Credit/Certificate of Deposit/Surety Bond*** **in the amount of at least $25,000.** ***Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable):*** **Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary $75,000** ***letter of credit/certificate of deposit/surety bond*** **in conjunction with this request. [See § J(31)].**

ATTACHED AS EXHIBIT N **is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling:
None.

(2) Operations:

Electrical.

Description of water source to be used during Drilling:

Water will be stored in off-site frac ponds. Water source will be from an off-site water well or trucked if necessary.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

Attached as Exhibit N

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

Attached as Exhibit O

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P **is the** ***Letter of Credit/Certificate of Deposit*** **in accordance with Subsection (K)(2). [See § J(18)].**

ATTACHED AS EXHIBIT Q **are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].**

ATTACHED AS EXHIBIT R **is the required Insurance Certificate. [See § J(19) and § K(3)].**

ATTACHED AS EXHIBIT S (if applicable) **is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].**

ATTACHED AS EXHIBIT T **is Applicant's Emergency Action Response Plan. [See § J(22)].**

ATTACHED AS EXHIBIT U **is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

MCM Operating, LLC
[NAME OF COMPANY]

By Matt Chitwood
Its Vice President of Land

State of Texas)

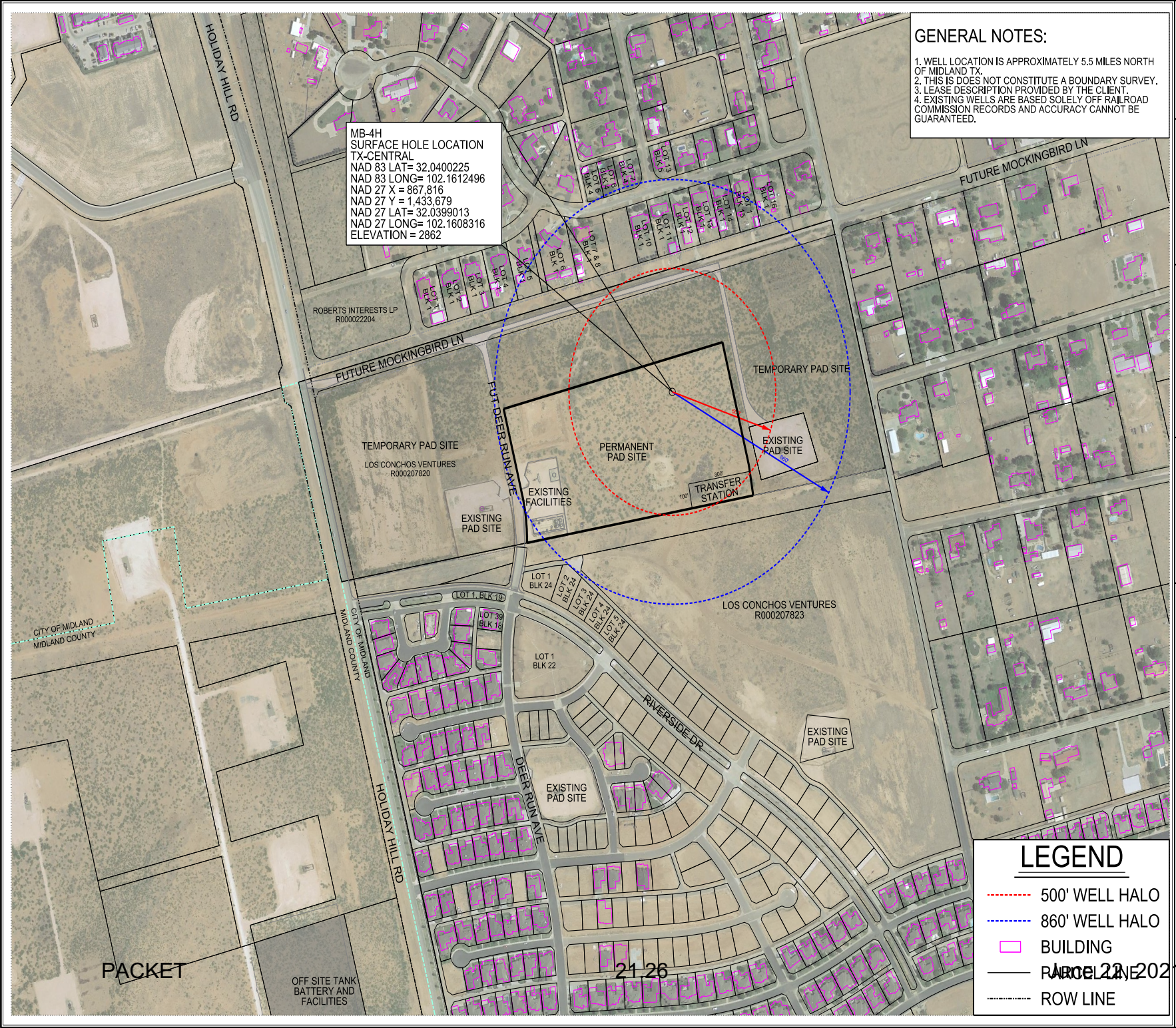
County of Midland)

Matt Chitwood, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Adam Borgman
Notary Public, State of Texas

ADAM MURRAY BORGMAN
Notary Public, State of Texas
Comm. Expires 03-16-2022
Notary ID 128191650

[SEAL]



GENERAL NOTES:

1. WELL LOCATION IS APPROXIMATELY 5.5 MILES NORTH OF MIDLAND TX.
2. THIS IS DOES NOT CONSTITUTE A BOUNDARY SURVEY.
3. LEASE DESCRIPTION PROVIDED BY THE CLIENT.
4. EXISTING WELLS ARE BASED SOLELY OFF RAILROAD COMMISSION RECORDS AND ACCURACY CANNOT BE GUARANTEED.

MOCKINGBIRD PROSPECT

OIL AND GAS PERMIT
MIDLAND, TX

APPLICANT:

MCM OPERATING, LLC
223 W. WALL ST., SUITE 400
MIDLAND, TX 79701
PHONE: (432) 685-1790

SITE PLAN PREPARED BY:

PELOTON LAND SOLUTIONS

9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350

TBPE FIRM NO. 12207
TBPLS FIRM NO. 10177700

WELLS AND PADS STAKED BY:

LNV
an Ardurra Company

LNV
801 NAVIGATION BLVD., SUITE 300
CORPUS CHRISTI, TX 78408
PHONE: (361) 883-1984
TBPLS FIRM NO. 10126500

PROJECT NO:	MCM20001
FILE PATH:	Planning\Exhibits\MB-1H
DRAWN BY:	AW
REVIEWED BY:	CH
DATE:	3/23/2021
REV:	

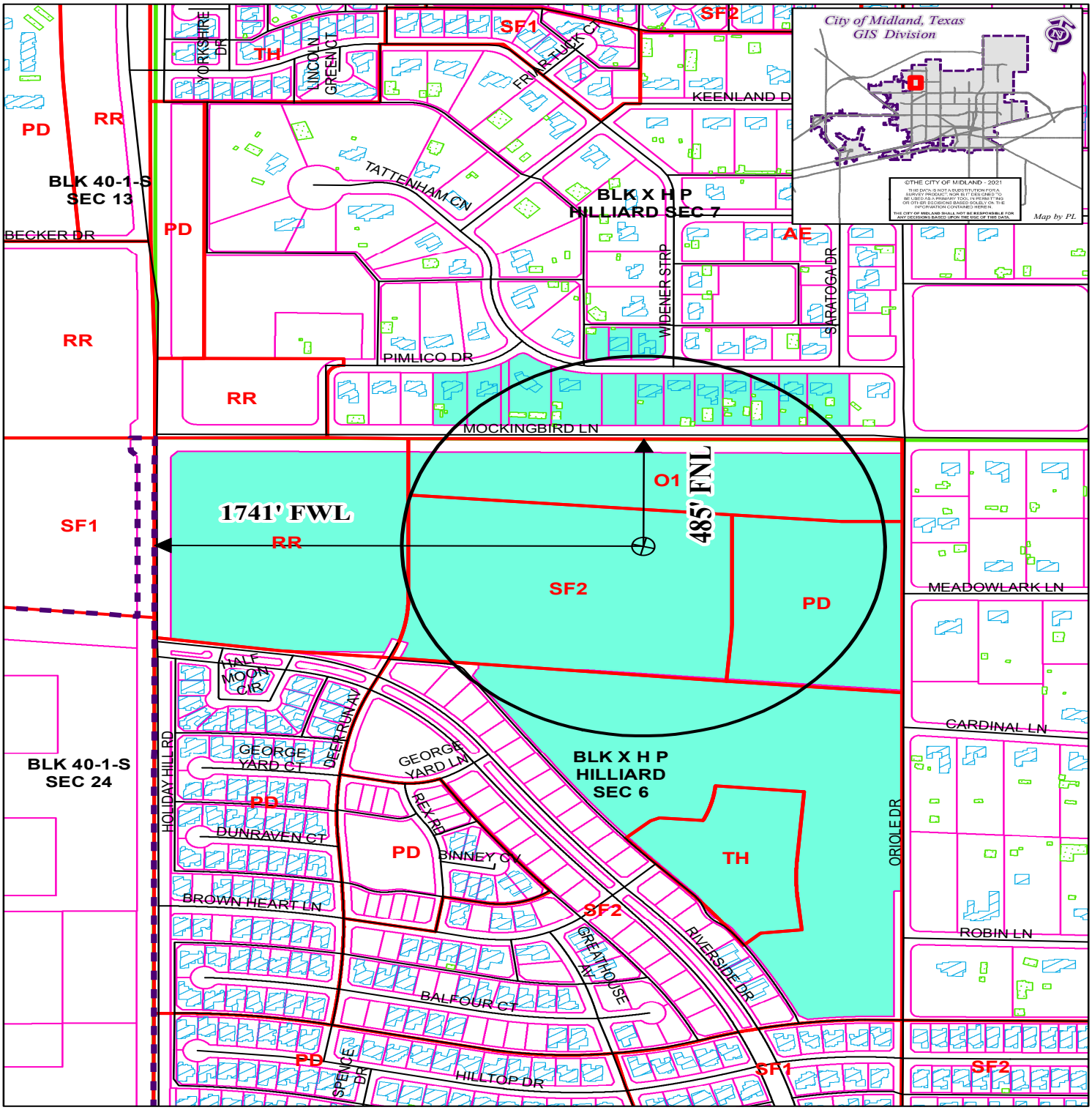
SHEET CONTENT

EXHIBIT 'E'

AERIAL SITE PLAN
MOCKINGBIRD
MB-4H

Situated in Section 6, A-15
Block X, H.P. Hilliard Survey,
Midland County, Texas

3/24/2021 9:42:07 AM Printed by: alwilson



LOCATION AND ZONING MAP

Oil-033417-2021 **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 485' FNL and 1,741' FWL, Section 6, Block X, H.P. Hilliard Survey, Midland County, Texas.

Generally located 485 feet south of Mockingbird Lane and 1,741 feet east of Holiday Hill Road.

MB-4H

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LRC, MRC, HRC	COMMUNITY RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

MIDLAND Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
4/1/2021	MCM Operating, LLC	223 W. Wall Street, Suite 400 Midland, TX 79701

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432) 704-2500
Matthew Chitwood	223 W. Wall St,Ste. 400 Midland,TX	Rep. Fax
Fee: $4,000.00 Rec'd Yes_X_ No___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):***

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

Matthew Chitwood - (817) 675-6680 (Cell Phone)
223 W. Wall Street, Suite 400 Midland, TX 79701

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).**

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1. Attached as Exhibit "C"
2.
3.

ATTACHED AS EXHIBIT C **is (a** ***Title Opinion by*** Dawson Parrish, PC ***, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from , a Certified Petroleum Landman/an opinion letter from ,*** ***a licensed Texas Attorney)*** **indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

- Existing single family residences to the north
- Undeveloped and existing oil and gas facilities to the east
- Undeveloped, existing oil and gas facilities, future single family residences to the south
- Undeveloped and existing oil and gas facilities to the west

ATTACHED AS EXHIBIT D **is Current Tax Roll from Midland Central Appraisal District), which lists**

ATTACHED AS EXHIBIT E **is a** ***(map/p lat/satellite/aerial photo)*** **depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The** ***(map/p lat/satellite/aerial photo)*** **includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

ATTACHED AS EXHIBIT F **is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: MB-5H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

Attached as Exhibit V.

Legal Description of Proposed Well Site:
SHL - 1,761' FWL and 485' FNL-Situated in Section 6, A-15, Block X,H.P. Hilliard Survey, Midland County, TX

BHL - 1,650' FWL and 50' FSL-Situated in Section 18, A-681,Block 39, T-1-S,T& P RR Co, Midland County,TX

ATTACHED AS EXHIBIT G **is the Location Site Plan [See § J(9)].**

ATTACHED AS EXHIBIT H **is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

ATTACHED AS EXHIBIT I **is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments** ***(also file copy of W-1 with City Secretary before commencement of drilling operations).*** **[See § J(16) and (20)].**

ATTACHED AS EXHIBIT J **is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

ATTACHED AS EXHIBIT K (if applicable) **is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

ATTACHED AS EXHIBIT L **is the Fencing and Irrigation Plan. [See § J(30)].**

ATTACHED AS EXHIBIT M **is the Road Repair Agreement and** ***Letter of Credit/Certificate of Deposit/Surety Bond*** **in the amount of at least $25,000.** ***Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable):*** **Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary $75,000** ***letter of credit/certificate of deposit/surety bond*** **in conjunction with this request. [See § J(31)].**

ATTACHED AS EXHIBIT N **is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling:
None.

(2) Opera tions:

Electrical.

Description of water source to be used during Drilling:

Water will be stored in off-site frac ponds. Water source will be from an off-site water well or trucked if necessary.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

Attached as Exhibit N

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

Attached as Exhibit O

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P **is the** ***Letter of Credit/Certificate of Deposit*** **in accordance with Subsection (K)(2). [See § J(18)].**

ATTACHED AS EXHIBIT Q **are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].**

ATTACHED AS EXHIBIT R **is the required Insurance Certificate. [See § J(19) and § K(3)].**

ATTACHED AS EXHIBIT S (if applicable) **is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].**

ATTACHED AS EXHIBIT T **is Applicant's Emergency Action Response Plan. [See § J(22)].**

ATTACHED AS EXHIBIT U **is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

MCM Operating, LLC
[NAME OF COMPANY]

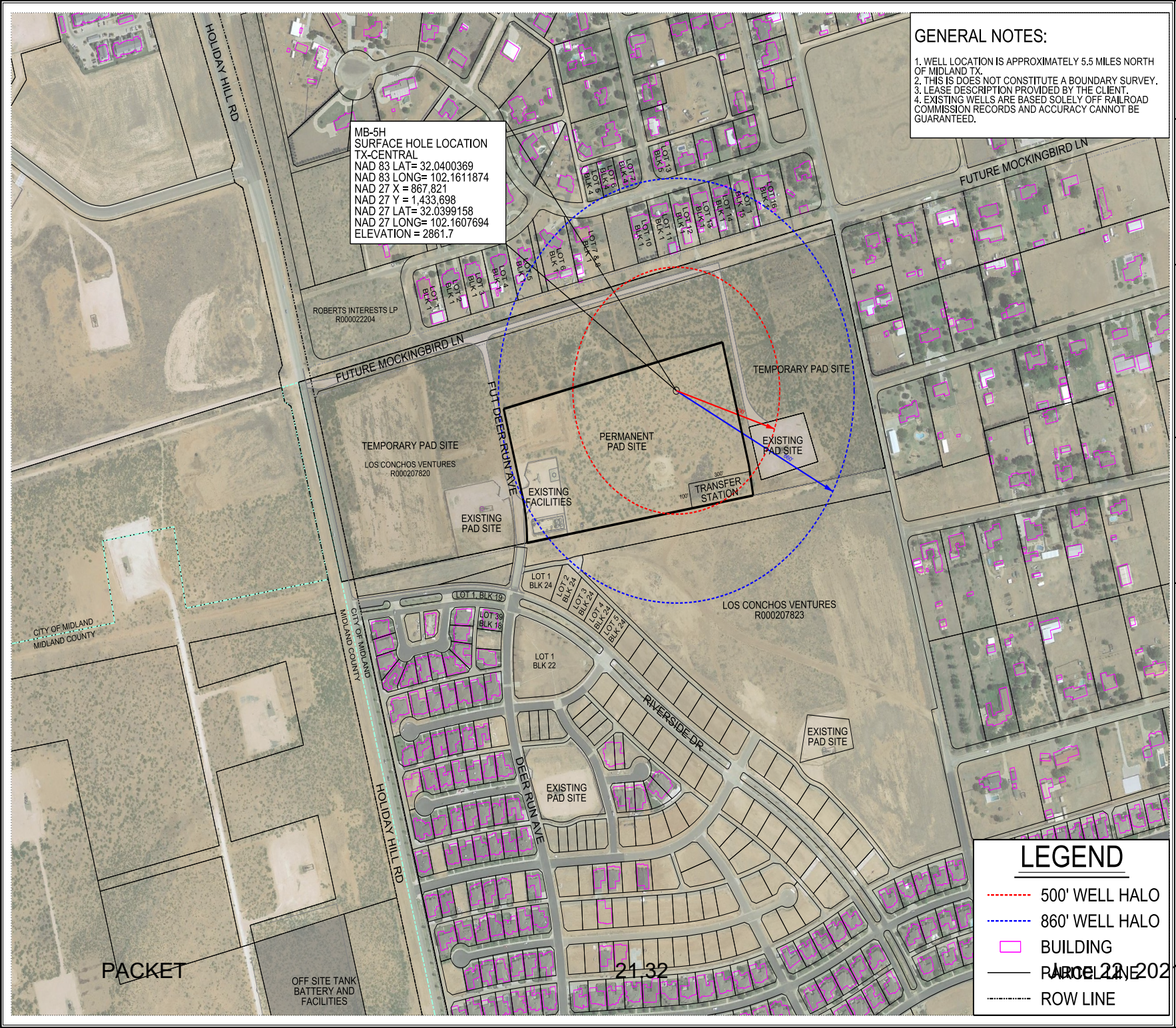
By Matt Chitwood
Its Vice President of Land

State of Texas)
County of Midland)

Matt Chitwood, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Adam Borgman
Notary Public, State of Texas

ADAM MURRAY BORGMAN
Notary Public, State of Texas
Comm. Expires 03-16-2022
Notary ID 128191650
[SEAL]



GENERAL NOTES:

1. WELL LOCATION IS APPROXIMATELY 5.5 MILES NORTH OF MIDLAND TX.
2. THIS IS DOES NOT CONSTITUTE A BOUNDARY SURVEY.
3. LEASE DESCRIPTION PROVIDED BY THE CLIENT.
4. EXISTING WELLS ARE BASED SOLELY OFF RAILROAD COMMISSION RECORDS AND ACCURACY CANNOT BE GUARANTEED.

LEGEND

- 500' WELL HALO
- 860' WELL HALO
- BUILDING
- PARCEL LINE
- ROW LINE

PACKET

21 32

June 22, 2021

MOCKINGBIRD PROSPECT

OIL AND GAS PERMIT
MIDLAND, TX

APPLICANT:

MCM OPERATING, LLC
223 W. WALL ST., SUITE 400
MIDLAND, TX 79701
PHONE: (432) 685-1790

SITE PLAN PREPARED BY:

PELOTON LAND SOLUTIONS

9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350

TBPE FIRM NO. 12207
TBPLS FIRM NO. 10177700

WELLS AND PADS STAKED BY:

LNV
801 NAVIGATION BLVD., SUITE 300
CORPUS CHRISTI, TX 78408
PHONE: (361) 883-1984
TBPLS FIRM NO. 10126500

PROJECT NO:	MCM20001
FILE PATH:	Planning\Exhibits\MB-1H
DRAWN BY:	AW
REVIEWED BY:	CH
DATE:	3/23/2021
REV:	

NORTH

0 200' 400' 600'
GRAPHIC SCALE

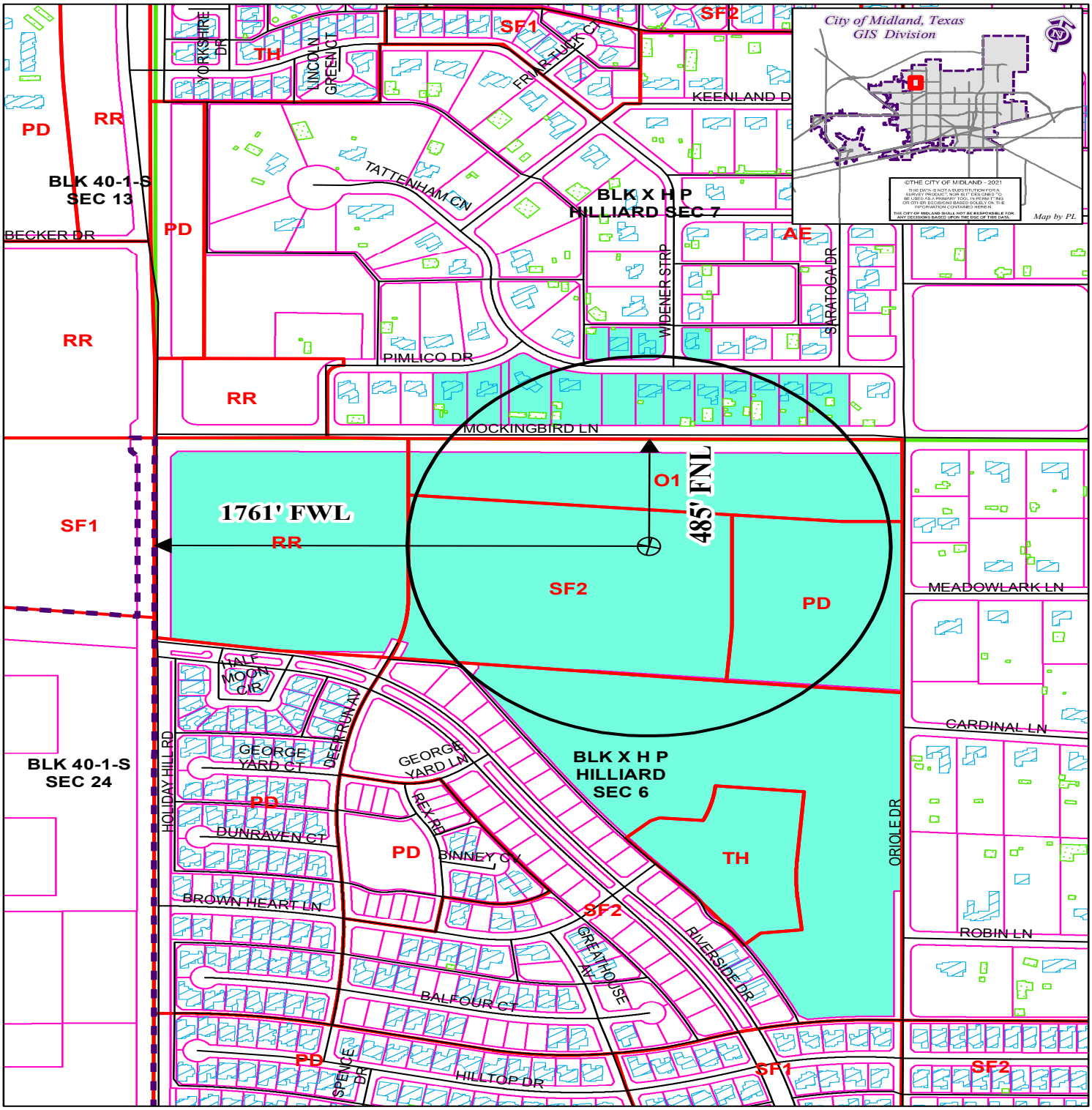
SHEET CONTENT

EXHIBIT 'E'

AERIAL SITE PLAN
MOCKINGBIRD
MB-5H

Situated in Section 6, A-15 Block X, H.P. Hilliard Survey, Midland County, Texas

3/24/2021 10:03:52 AM Printed by: awilson



LOCATION AND ZONING MAP

Oil-033416-2021 **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 485' FNL and 1,761' FWL, Section 6, Block X, H.P. Hilliard Survey, Midland County, Texas.

Generally located 485 feet south of Mockingbird Lane and 1,761 feet east of Holiday Hill Road.

MB-5H

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOW LIRETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
4/1/2021	MCM Operating, LLC	223 W. Wall Street, Suite 400 Midland, TX 79701

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432) 704-2500
Matthew Chitwood	223 W. Wall St,Ste. 400 Midland,TX	Rep. Fax
Fee: $4,000.00 Rec'd Yes X No___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):***

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

Matthew Chitwood - (817) 675-6680 (Cell Phone)
223 W. Wall Street, Suite 400 Midland, TX 79701

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).**

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1. Attached as Exhibit "C"
2.
3.

ATTACHED AS EXHIBIT C **is (a** ***Title Opinion by*** Dawson Parrish, PC ***, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from , a Certified Petroleum Landman/an opinion letter from ,*** ***a licensed Texas Attorney)*** **indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

- Existing single family residences to the north
- Undeveloped and existing oil and gas facilities to the east
- Undeveloped, existing oil and gas facilities, future single family residences to the south
- Undeveloped and existing oil and gas facilities to the west

ATTACHED AS EXHIBIT D **is Current Tax Roll from Midland Central Appraisal District), which lists**

ATTACHED AS EXHIBIT E **is a** ***(map/p lat/satellite/aerial photo)*** **depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The** ***(map/p lat/satellite/aerial photo)*** **includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

ATTACHED AS EXHIBIT F **is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: MB-6H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

Attached as Exhibit V.

Legal Description of Proposed Well Site:
SHL - 1,781' FWL and 485' FNL-Situated in Section 6, A-15, Block X,H.P. Hilliard Survey, Midland County, TX

BHL - 1,930' FWL and 50' FSL-Situated in Section 18, A-681,Block 39, T-1-S,T& P RR Co, Midland County,TX

ATTACHED AS EXHIBIT G **is the Location Site Plan [See § J(9)].**

ATTACHED AS EXHIBIT H **is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

ATTACHED AS EXHIBIT I **is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments** ***(also file copy of W-1 with City Secretary before commencement of drilling operations).*** **[See § J(16) and (20)].**

ATTACHED AS EXHIBIT J **is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

ATTACHED AS EXHIBIT K (if applicable) **is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

ATTACHED AS EXHIBIT L **is the Fencing and Irrigation Plan. [See § J(30)].**

ATTACHED AS EXHIBIT M **is the Road Repair Agreement and** ***Letter of Credit/Certificate of Deposit/Surety Bond*** **in the amount of at least $25,000.** ***Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable):*** **Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary $75,000** ***letter of credit/certificate of deposit/surety bond*** **in conjunction with this request. [See § J(31)].**

ATTACHED AS EXHIBIT N **is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling:
None.
(2) Opera tions:

Electrical.

Description of water source to be used during Drilling:

Water will be stored in off-site frac ponds. Water source will be from an off-site water well or trucked if necessary.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

Attached as Exhibit N

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

Attached as Exhibit O

V. Additional Required Exhibits

***ATTACHED AS EXHIBIT P* is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].**

***ATTACHED AS EXHIBIT Q* are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].**

***ATTACHED AS EXHIBIT R* is the required Insurance Certificate. [See § J(19) and § K(3)].**

***ATTACHED AS EXHIBIT S (if applicable)* is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].**

***ATTACHED AS EXHIBIT T* is Applicant's Emergency Action Response Plan. [See § J(22)].**

***ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

MCM Operating, LLC
[NAME OF COMPANY]

By Matt Chitwood
Its Vice President of Land

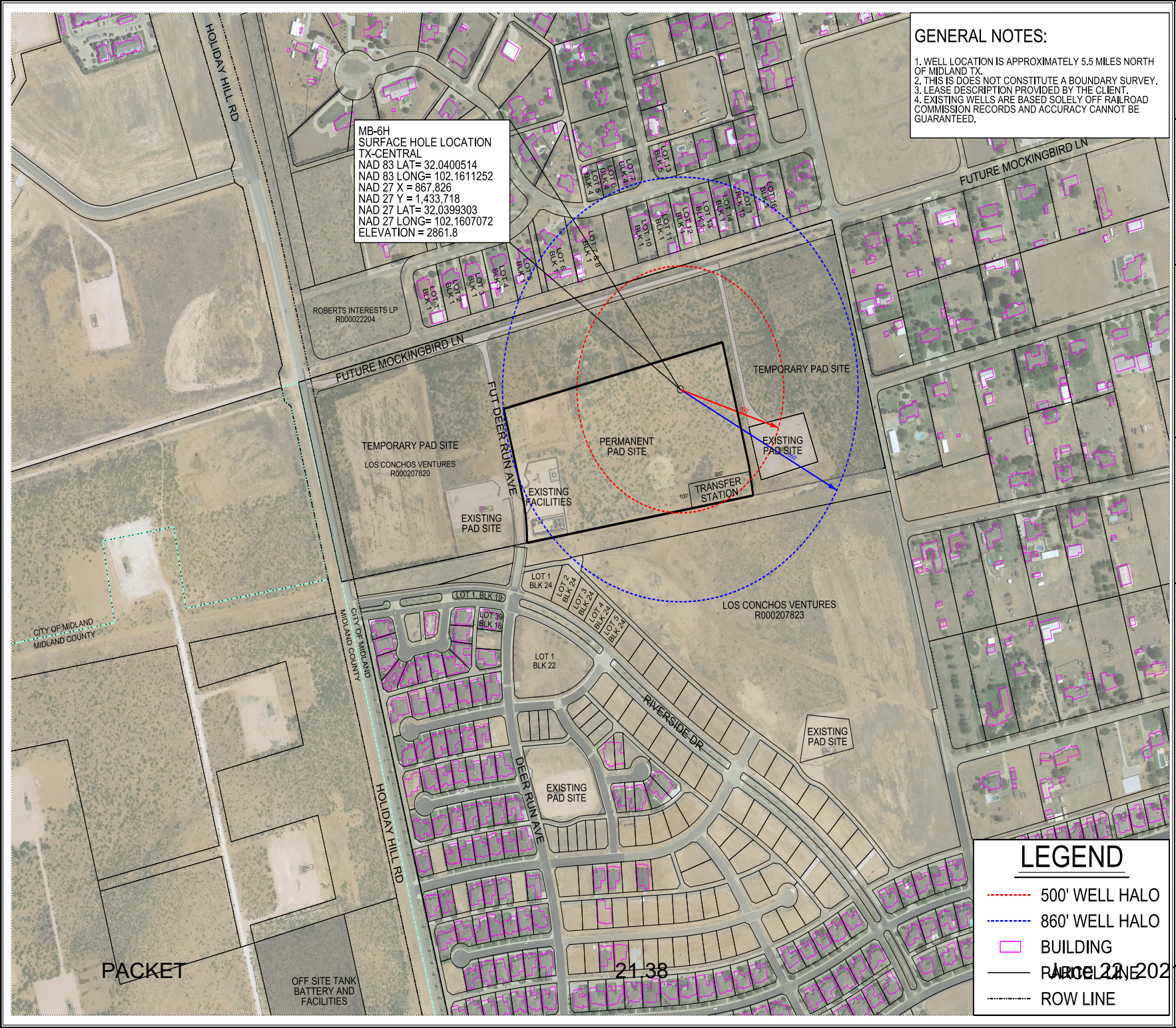
State of Texas)

County of Midland)

Matt Chitwood, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Adam Borgman
Notary Public, State of Texas

ADAM MURRAY BORGMAN
Notary Public, State of Texas
Comm. Expires 03-16-2022
Notary ID 128191650
[SEAL]



GENERAL NOTES:

1. WELL LOCATION IS APPROXIMATELY 5.5 MILES NORTH OF MIDLAND TX.
2. THIS IS DOES NOT CONSTITUTE A BOUNDARY SURVEY.
3. LEASE DESCRIPTION PROVIDED BY THE CLIENT.
4. EXISTING WELLS ARE BASED SOLELY OFF RAILROAD COMMISSION RECORDS AND ACCURACY CANNOT BE GUARANTEED.

LEGEND

- 500' WELL HALO
- 860' WELL HALO
- BUILDING
- PARCEL LINE
- ROW LINE

MOCKINGBIRD PROSPECT

OIL AND GAS PERMIT
MIDLAND, TX

APPLICANT:

MCM OPERATING, LLC
223 W. WALL ST., SUITE 400
MIDLAND, TX 79701
PHONE: (432) 685-1790

SITE PLAN PREPARED BY:

PELOTON LAND SOLUTIONS

9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350

TBPE FIRM NO. 12207
TBPLS FIRM NO. 10177700

WELLS AND PADS STAKED BY:

LNV
an Ardurra Company

LNV
801 NAVIGATION BLVD., SUITE 300
CORPUS CHRISTI, TX 78408
PHONE: (361) 883-1984
TBPLS FIRM NO. 10126500

PROJECT NO:	MCM20001
FILE PATH:	Planning\Exhibits\MB-1H
DRAWN BY:	AW
REVIEWED BY:	CH
DATE:	3/23/2021
REV:	

NORTH

0 200' 400' 600'
GRAPHIC SCALE

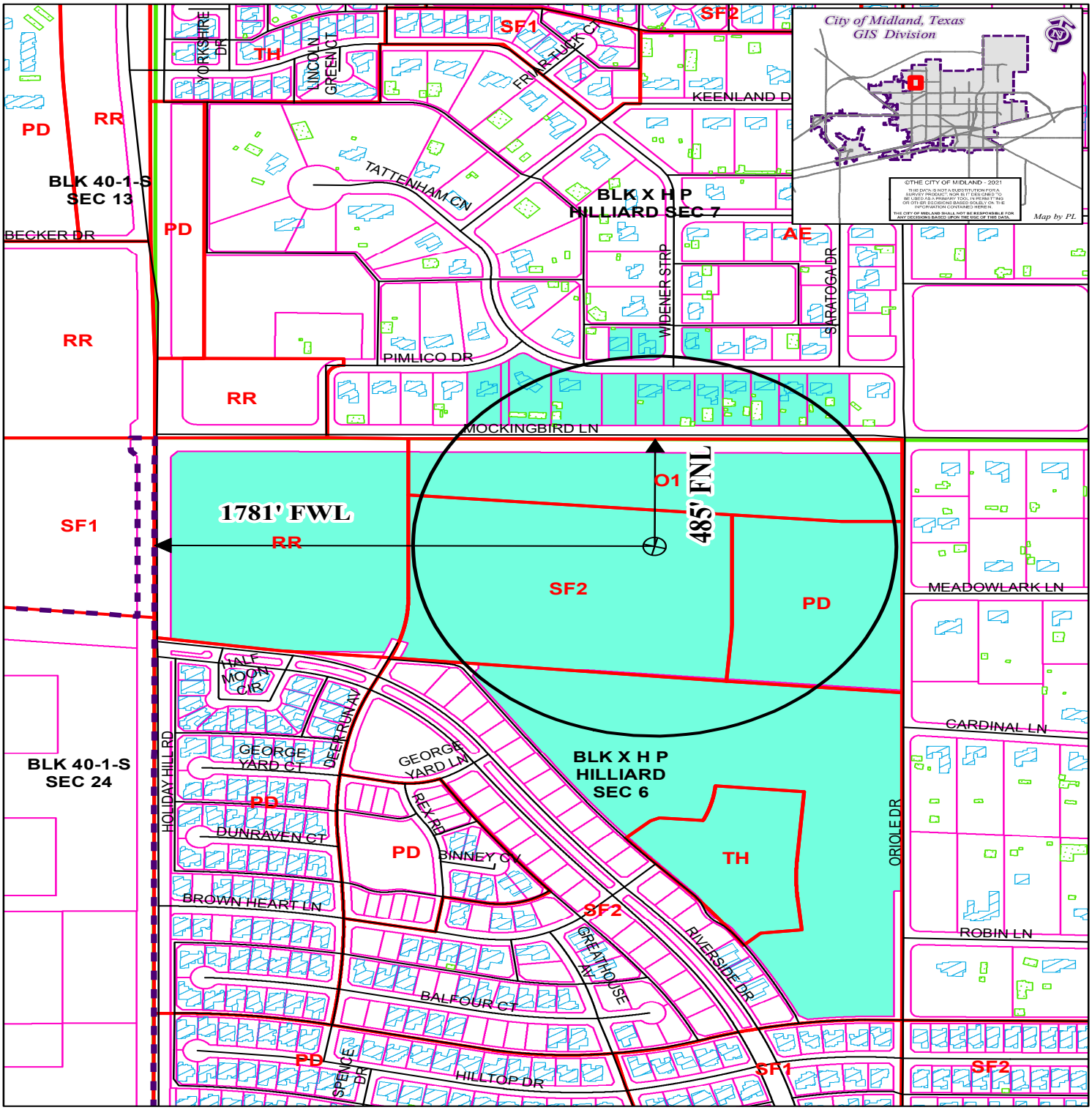
SHEET CONTENT

EXHIBIT 'E'

AERIAL SITE PLAN
MOCKINGBIRD
MB-6H

Situated in Section 6, A-15 Block X, H.P. Hilliard Survey, Midland County, Texas

3/24/2021 11:53:53 AM Printed by: alwilson



LOCATION AND ZONING MAP

Oil-033415-2021 **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 485' FNL and 1,781' FWL, Section 6, Block X, H.P. Hilliard Survey, Midland County, Texas.

Generally located 485 feet south of Mockingbird Lane and 1,781 feet east of Holiday Hill Road.

MB-6H

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOW LIRETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
4/1/2021	MCM Operating, LLC	223 W. Wall Street, Suite 400 Midland, TX 79701

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432) 704-2500
Matthew Chitwood	223 W. Wall St,Ste. 400 Midland,TX	Rep. Fax
Fee: $4,000.00 Rec'd Yes_X_ No___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):***

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

Matthew Chitwood - (817) 675-6680 (Cell Phone)
223 W. Wall Street, Suite 400 Midland, TX 79701

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).**

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1. Attached as Exhibit "C"
2.
3.

ATTACHED AS EXHIBIT C **is (a** ***Title Opinion by*** Dawson Parrish, PC ***, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from , a Certified Petroleum Landman/an opinion letter from ,*** ***a licensed Texas Attorney)*** **indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

- Existing single family residences to the north
- Undeveloped and existing oil and gas facilities to the east
- Undeveloped, existing oil and gas facilities, future single family residences to the south
- Undeveloped and existing oil and gas facilities to the west

ATTACHED AS EXHIBIT D **is Current Tax Roll from Midland Central Appraisal District), which lists**

ATTACHED AS EXHIBIT E **is a** ***(map/p lat/satellite/aerial photo)*** **depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The** ***(map/p lat/satellite/aerial photo)*** **includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

ATTACHED AS EXHIBIT F **is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: MB-7H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

Attached as Exhibit V.

Legal Description of Proposed Well Site:
SHL - 1,801' FWL and 485' FNL-Situated in Section 6, A-15, Block X,H.P. Hilliard Survey, Midland County, TX

BHL - 2,310' FWL and 50' FSL-Situated in Section 18, A-681,Block 39, T-1-S,T& P RR Co, Midland County,TX

ATTACHED AS EXHIBIT G **is the Location Site Plan [See § J(9)].**

ATTACHED AS EXHIBIT H **is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

ATTACHED AS EXHIBIT I **is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments** ***(also file copy of W-1 with City Secretary before commencement of drilling operations).*** **[See § J(16) and (20)].**

ATTACHED AS EXHIBIT J **is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

ATTACHED AS EXHIBIT K (if applicable) **is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

ATTACHED AS EXHIBIT L **is the Fencing and Irrigation Plan. [See § J(30)].**

ATTACHED AS EXHIBIT M **is the Road Repair Agreement and** ***Letter of Credit/Certificate of Deposit/Surety Bond*** **in the amount of at least $25,000.** ***Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable):*** **Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary $75,000** ***letter of credit/certificate of deposit/surety bond*** **in conjunction with this request. [See § J(31)].**

ATTACHED AS EXHIBIT N **is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling:
None.
(2) Opera tions:

Electrical.

Description of water source to be used during Drilling:

Water will be stored in off-site frac ponds. Water source will be from an off-site water well or trucked if necessary.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

Attached as Exhibit N

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

Attached as Exhibit O

V. Additional Required Exhibits

***ATTACHED AS EXHIBIT P* is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].**

***ATTACHED AS EXHIBIT Q* are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].**

***ATTACHED AS EXHIBIT R* is the required Insurance Certificate. [See § J(19) and § K(3)].**

***ATTACHED AS EXHIBIT S (if applicable)* is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].**

***ATTACHED AS EXHIBIT T* is Applicant's Emergency Action Response Plan. [See § J(22)].**

***ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

MCM Operating, LLC
[NAME OF COMPANY]

By Matt Chitwood
Its Vice President of Land

State of Texas)

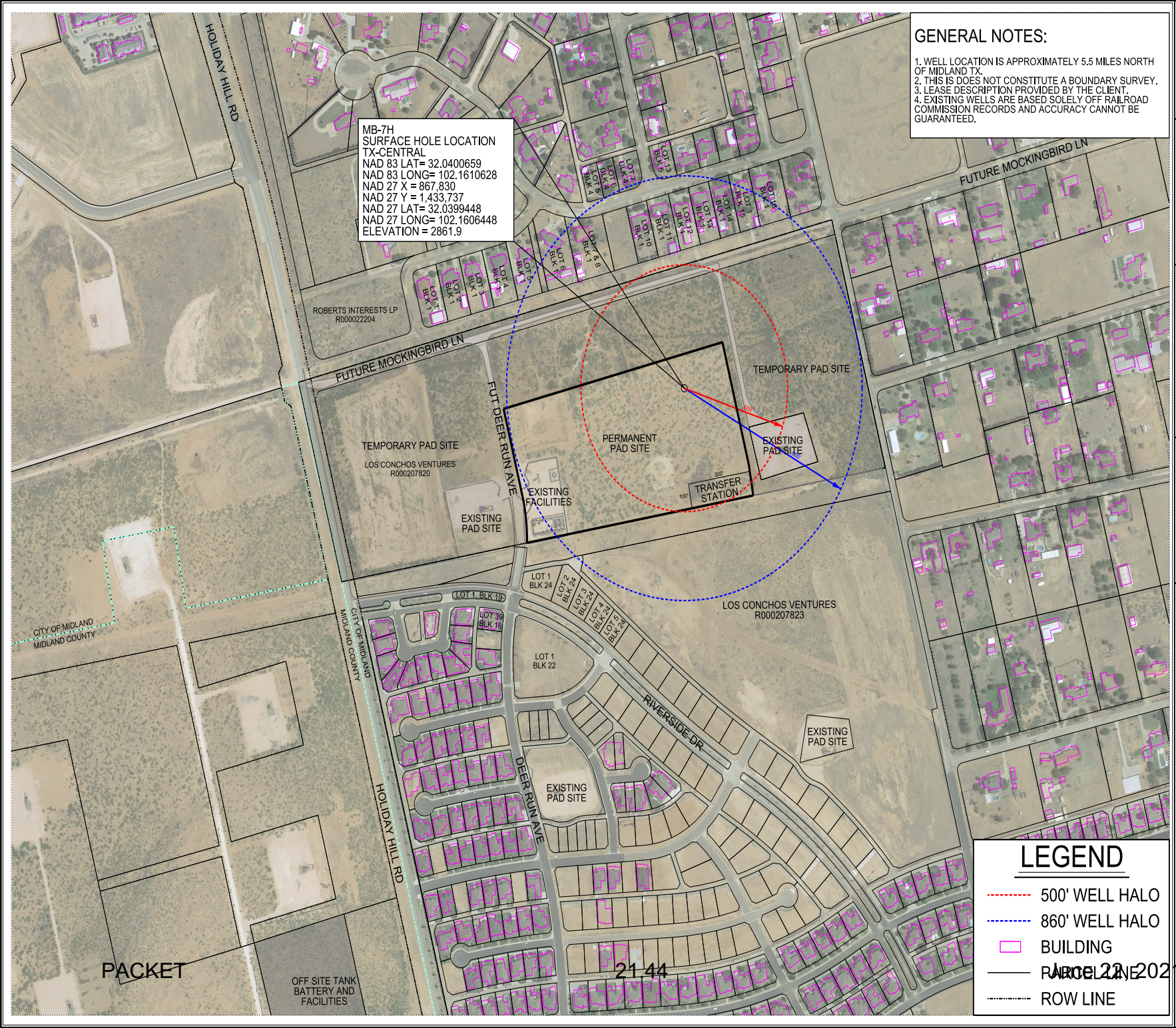
County of Midland)

Matt Chitwood, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Adam Borgman
Notary Public, State of Texas

ADAM MURRAY BORGMAN
Notary Public, State of Texas
Comm. Expires 03-16-2022
Notary ID 128191650

[SEAL]



GENERAL NOTES:

1. WELL LOCATION IS APPROXIMATELY 5.5 MILES NORTH OF MIDLAND TX.
2. THIS IS DOES NOT CONSTITUTE A BOUNDARY SURVEY.
3. LEASE DESCRIPTION PROVIDED BY THE CLIENT.
4. EXISTING WELLS ARE BASED SOLELY OFF RAILROAD COMMISSION RECORDS AND ACCURACY CANNOT BE GUARANTEED.

LEGEND

- 500' WELL HALO
- 860' WELL HALO
- BUILDING
- PARCEL LINE
- ROW LINE

MOCKINGBIRD PROSPECT

OIL AND GAS PERMIT
MIDLAND, TX

APPLICANT:

MCM OPERATING, LLC
223 W. WALL ST., SUITE 400
MIDLAND, TX 79701
PHONE: (432) 685-1790

SITE PLAN PREPARED BY:

PELOTON LAND SOLUTIONS

9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350

TBPE FIRM NO. 12207
TBPLS FIRM NO. 10177700

WELLS AND PADS STAKED BY:

LNV
an Ardurra Company

LNV
801 NAVIGATION BLVD., SUITE 300
CORPUS CHRISTI, TX 78408
PHONE: (361) 883-1984
TBPLS FIRM NO. 10126500

PROJECT NO:	MCM20001
FILE PATH:	Planning\Exhibits\MB-1H
DRAWN BY:	AW
REVIEWED BY:	CH
DATE:	3/23/2021
REV:	

NORTH

0 200' 400' 600'
GRAPHIC SCALE

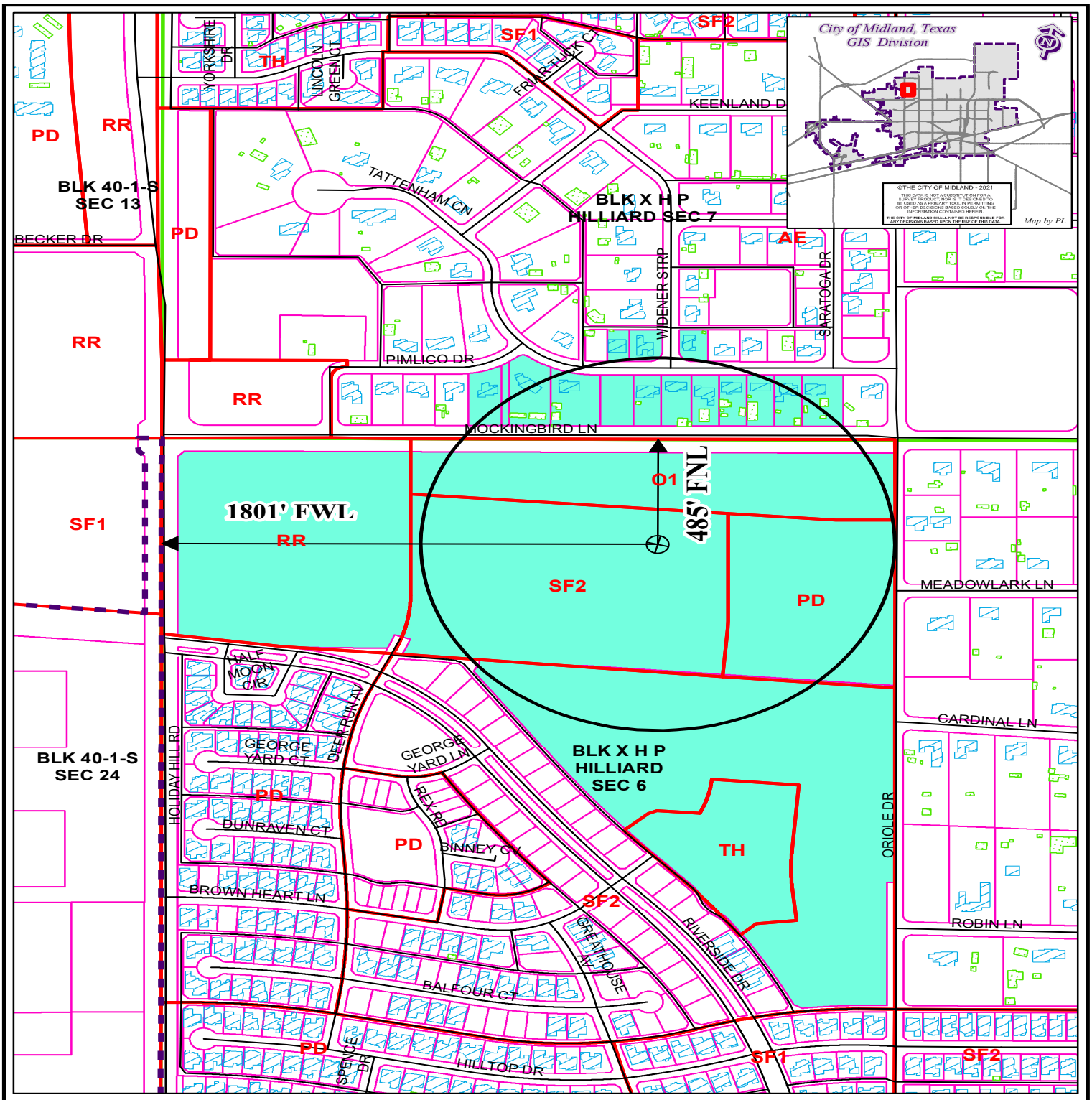
SHEET CONTENT

EXHIBIT 'E'

AERIAL SITE PLAN
MOCKINGBIRD
MB-7H

Situated in Section 6, A-15
Block X, H.P. Hilliard Survey,
Midland County, Texas

3/24/2021 11:51:26 AM Printed by: alwilson



LOCATION AND ZONING MAP

Oil-033414-2021 **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 485' FNL and 1,801' FWL, Section 6, Block X, H.P. Hilliard Survey, Midland County, Texas.

Generally located 485 feet south of Mockingbird Lane and 1,801 feet east of Holiday Hill Road.

MB-7H

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOW RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

City Council Meeting

Item Number: 22

Meeting Date: June 22, 2021

To: City Council / City Manager

From: Elizabeth Shaughnessy, Senior Planner

Subject: AN ORDINANCE VACATING AND ABANDONING A 0.05-ACRE PORTION OF SOUTH CARRIZO STREET RIGHT-OF-WAY LOCATED ADJACENT TO THE SOUTH 20 FEET OF LOT 2 AND ALL OF LOTS 3 AND 4, BLOCK 60, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH CARRIZO STREET, APPROXIMATELY 92 FEET SOUTH OF WEST WALL STREET); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $4,400.00; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 3) (DEVELOPMENT SERVICES)

Purpose:

The applicant George Sosa is requesting to vacate a 0.05-acre (2,200 sq.ft.) portion of the S. Carrizo Street right-of-way, located adjacent to the south 20 feet of Lot 2, and all of Lots 3 & 4, Block 60, Original Town, City and County of Midland, Texas.

Recommended City Council Action:

Approve

Fiscal Impact:

The appraised value of the alley right-of-way is $2.00 per square feet or $4,400.00.

Discussion:

The applicant George Sosa is requesting to vacate the 0.05-acre portion of the S. Carrizo Street right-of-way, located adjacent to the south 20 feet of Lot 2, and all of Lots 3 & 4, Block 60, Original Town, City and County of Midland, Texas, to obtain the west 10 feet of the 60 foot right of way.

The Midland Central's Appraisal District's appraisal of the land is $2.00 per square foot, for a total value of $4,400.00.

The applicants will need to retain an easement for all affected utilities.

This request has been circulated and reviewed by all pertinent City departments and franchise utility companies. Their comments, conditions, and requests are as follows:

Code Compliance: (Approved)

No Oil and Gas issues.

Engineering: (Approved with Conditions)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

Fire: (Approved)

No objections.

Transportation: (Approved with Conditions)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

Code Administration: (Approved)

No objection.

AT&T:

AT&T doesn't have anything in that ROW, I am good with vacating.

Atmos:

Atmos Energy has no objection to the above referenced changes proposed to the Carrizo Street right of way located between Wall and Missouri. We currently have no gas lines or facilities located within this section of right of way. Please let me know if you have any further questions.

Grande:

We have aerial plant running east and west on Missouri, but nothing on the marked area on Carizzo.

Midland Central Appraisal District:

The current value for the vacated land will be at $ 2.00 per square foot or $ 4,400.00

Oncor:

Oncor Electric Delivery has no objection to the vacation of the above referenced right-of-way along the platted alley way located at Carrizo St, lots 3 & 4, in Block 60, Original Old Town in the City of Midland. Oncor Electric has no overhead or underground electric facilities located in the area noted to vacate on the indicated plat.

Suddenlink:

We have two underground fiber tubes in the ROW as I have notated on the pic. 1 - 12 Ct. 1- 24 Ct. Nonetheless, are ok with the vacation if an easement is left in place in case we they get damage or have to replace any fibers.

Planning:

Pertinent City departments and franchise utility companies have reviewed this vacation request and have approved it with the condition that a utility easement is retained.

Therefore, staff recommends approval for the vacation of the 0.05-acre portion of the S. Carrizo Street right-of-way, located adjacent to the south 20 feet of Lot 2, and all of Lots 3 & 4, Block 60, Original Town, City and County of Midland, Texas, subject to conditions A and C.

Conditions:

A. That the City of Midland has received from the property owner the sum of $4,400.00;

B. That an accessible, nonexclusive 10-feet utility easement is retained; and

C. That a re-plat of the subject property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County.

Letters of Objection:

As of June 16, 2021, staff has received no letters of objection to this request.

Attachments:

Application
Maps
Vacation Survey (Exhibits A)
Responses from Franchise Utility Companies and Midland Central Appraisal District

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE VACATING AND ABANDONING A 0.05-ACRE PORTION OF SOUTH CARRIZO STREET RIGHT-OF-WAY LOCATED ADJACENT TO THE SOUTH 20 FEET OF LOT 2 AND ALL OF LOTS 3 AND 4, BLOCK 60, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH CARRIZO STREET, APPROXIMATELY 92 FEET SOUTH OF WEST WALL STREET); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $4,400.00; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, it has been determined by the Midland City Council that a 0.05-acre portion of South Carrizo Street right-of-way located adjacent to the south 20 feet of Lot 2 and all of Lots 3 and 4, Block 60, Original Town Addition, City and County of Midland, Texas, as described in Exhibit "A" attached hereto and made a part hereof for all legal purposes (the "Property"), is no longer needed for public use; and

WHEREAS, Section 272.001 of the Texas Local Government Code provides that a political subdivision may not convey, sell, or exchange its interest in land without observing notice and bid requirements, unless the conveyance is to one or more abutting property owners; and

WHEREAS, an application for vacating the Property has been received by the City from the abutting property owner; and

WHEREAS, the City Manager has appraised the value of the City's property interest in the Property at $4,400.00, as shown in Exhibit "B" attached hereto and incorporated herein by reference; and

WHEREAS, the Council finds it to be in the public interest to abandon and vacate the Property;

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

SECTION ONE. That the Property is hereby vacated and abandoned for all public

purposes. Provided, however, that the City is hereby abandoning only the public interest in the Property, and this ordinance in no way affects any private easement or access easement which abutting property owners may have in the Property.

SECTION TWO. That this ordinance shall not be effective until:

A. the City of Midland has received from the abutting property owner(s) the sum of $4,400.00; and

B. a replat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.

SECTION THREE. That the City herein retains an accessible nonexclusive utility easement across, through, over, under, on and along the Property until all entities that were using the Property for utility purposes as of the date of approval of this ordinance have abandoned their uses of the Property.

SECTION FOUR. That upon the City's receipt of the sum set forth in Section Two hereof, the City Secretary is hereby authorized and directed to file a certified copy of this ordinance with the County Clerk of Midland County, Texas, for purposes of recording in the Official Records of Midland County, Texas.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

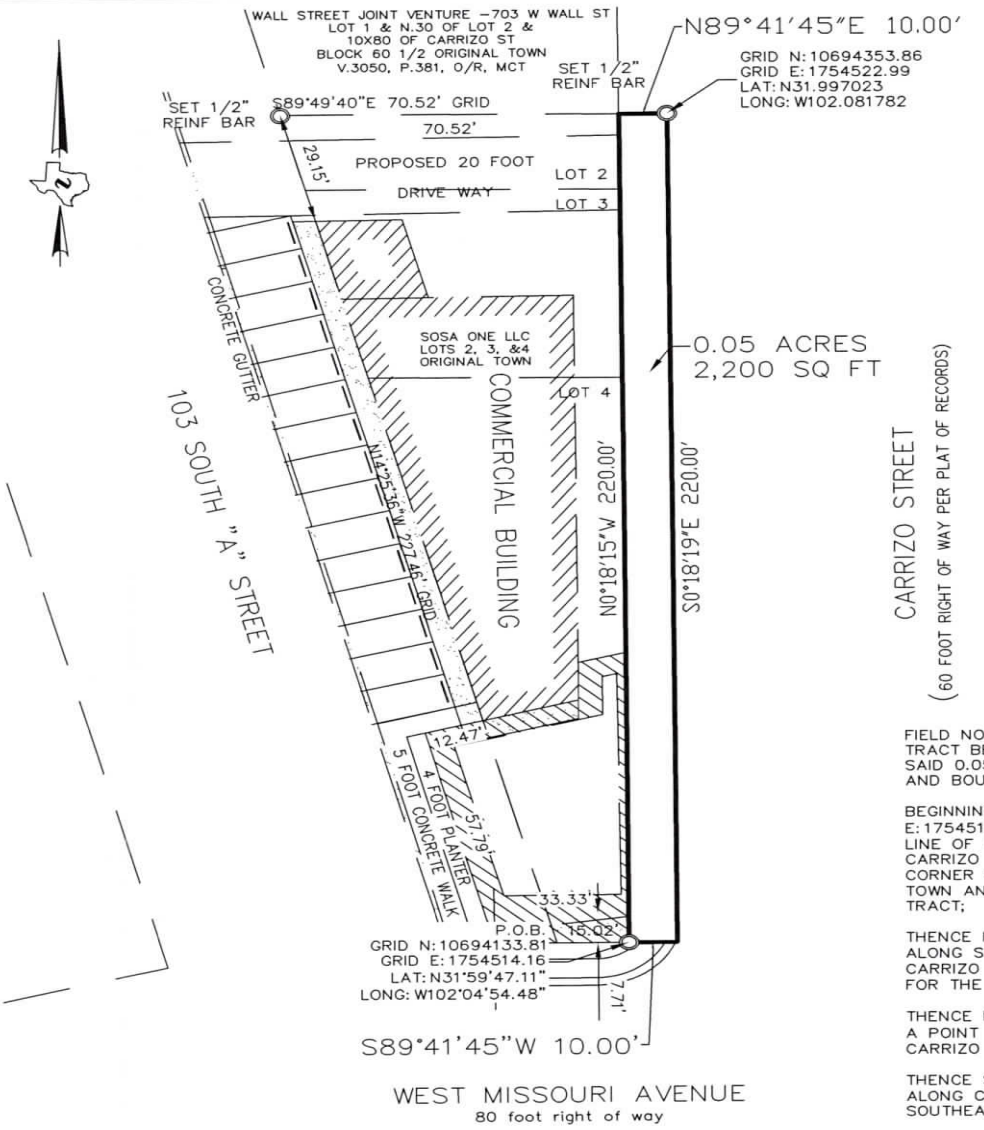
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"



NOTES:

BEARINGS AND DISTANCES 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.

MONUMENTS ARE A 1/2" REINFORCING BAR SET WITH PLASTIC CAP STAMPED "SCHUMANN" UNLESS OTHERWISE NOTED.

WALL STREET JOINT VENTURE
606 W MISSOURI AV
LOT 7–11 & W.90 OF LOT 12

FIELD NOTE DESCRIPTION OF A 0.05 ACRE TRACT BEING A PORTION OF CARRIZO STREET, SAID 0.05 ACRES ARE DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A SET IRON (N: 10694133.81 E: 1754514.16) IN THE WEST RIGHT OF WAY LINE OF A 60 FOOT RIGHT OF WAY OF CARRIZO STREET ALSO BEING THE SOUTHEAST CORNER OF LOT 4, BLOCK 60 1/2, ORIGINAL TOWN AND THE SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTH 0°18'15" WEST 220.00 FEET ALONG SAID WEST RIGHT OF WAY LINE OF CARRIZO STREET TO A 1/2" REINF BAR SET FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE NORTH 89°41'45" EAST 10.00 FEET TO A POINT (N: 10694353.96 E: 1754522.99) IN CARRIZO STREET;

THENCE SOUTH 0°18'15" EAST 220.00 FEET ALONG CARRIZO STREET TO A POINT FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE SOUTH 89°41'45" WEST 10.00 FEET TO THE POINT OF BEGINNING.

NOTES:
BEARINGS AND DISTANCES SHOWN ARE GRID BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF TITLE COMMITMENT. NOT ALL EASEMENTS OR MATTERS OF TITLE MAY BE SHOWN

DATED THIS 2ND DAY OF MARCH 2021

STATE OF TEXAS
REGISTERED
RJ DAUM
4826
PROFESSIONAL
LAND SURVEYOR

RJ DAUM
TEXAS RPLS 4826

SURVEY PLAT

VACATION OF THE

WEST 10 FEET OF CARRIZO STREET

ORIGINAL TOWN

AN ADDITION TO THE CITY OF MIDLAND, AS PER DEED OF RECORD IN VOLUME 3, PAGE 232, DEED RECORDS, MIDLAND COUNTY, TEXAS

SCALE: 1" = 40'

PROJECT: 77081GS
JOB NO.: 77,081

SCHUMANN
ENGINEERING CO.
A LATERAL LAND COMPANY
CIVIL ENGINEERING – LAND SURVEYING
TEXAS FIRM No. F1880 – TEXAS FIRM No. 10149500
800 N. MARIENFELD STREET
SUITE 100
MIDLAND, TEXAS 79701
Office (432) 684-5548
Fax (432) 684-6973

MIDLAND
Feel the Energy!

Office of the City Manager

June 10, 2021

Midland City Council
City of Midland, Texas

RE: Request for vacation of a 0.05-acre portion of South Carrizo Street right-of-way located adjacent to the south 20 feet of Lot 2 and all of Lots 3 and 4, Block 60, Original Town Addition, City and County of Midland, Texas

Dear Members of the City Council:

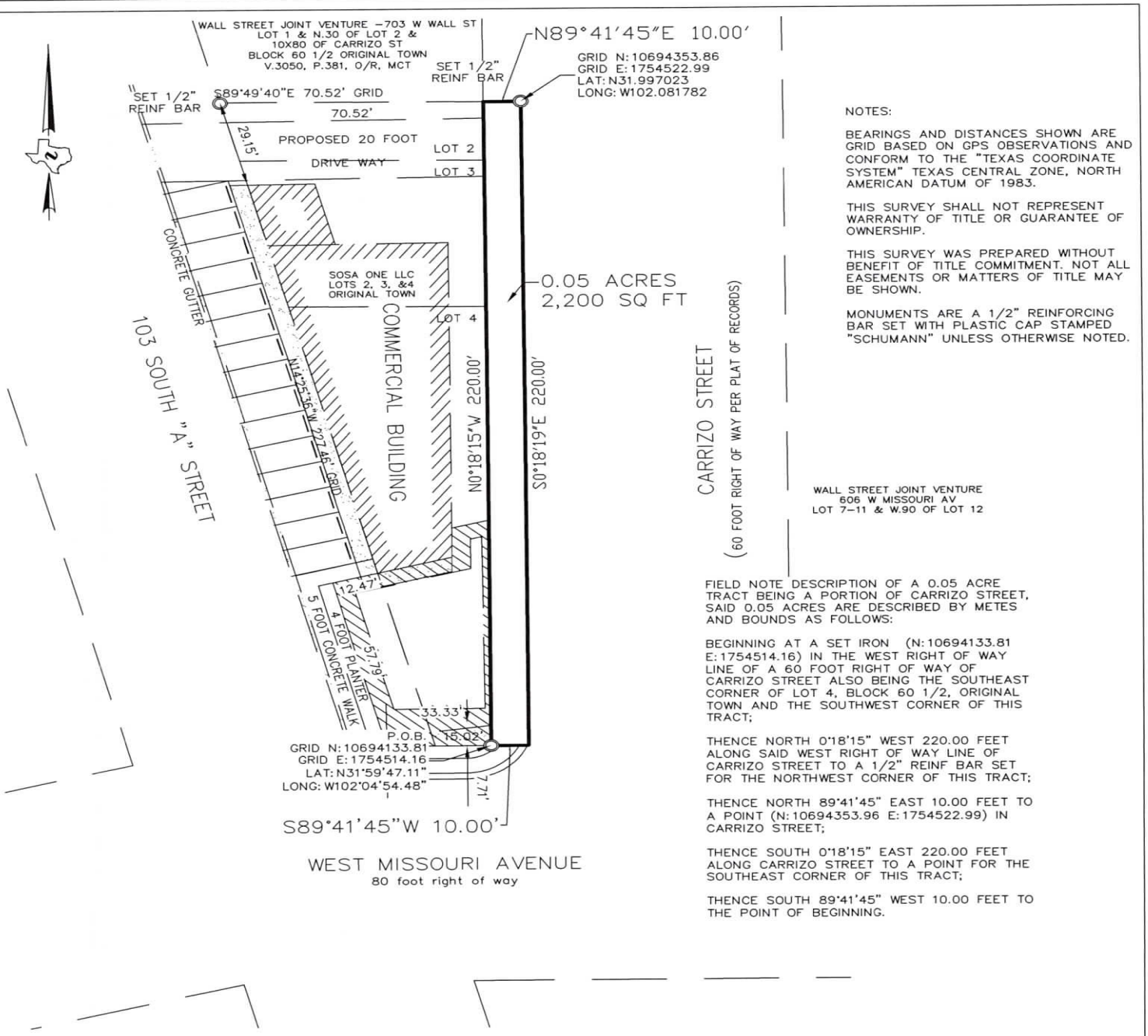
The above-referenced property has been appraised in accordance with Chapter 272 of the Texas Local Government Code. The fair market value of the property is $4,400.00. The property can be vacated and recorded in the Midland County Clerk's office when the City of Midland has received this amount from the adjoining property owner(s).

Very truly yours,

Robert Patrick
City Manager

EXHIBIT "B"

300 N. Loraine, Midland TX 79701 • 432-685-7202 • Fax 432-686-1600



NOTES:

BEARINGS AND DISTANCES 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.

MONUMENTS ARE A 1/2" REINFORCING BAR SET WITH PLASTIC CAP STAMPED "SCHUMANN" UNLESS OTHERWISE NOTED.

FIELD NOTE DESCRIPTION OF A 0.05 ACRE TRACT BEING A PORTION OF CARRIZO STREET, SAID 0.05 ACRES ARE DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A SET IRON (N: 10694133.81 E: 1754514.16) IN THE WEST RIGHT OF WAY LINE OF A 60 FOOT RIGHT OF WAY OF CARRIZO STREET ALSO BEING THE SOUTHEAST CORNER OF LOT 4, BLOCK 60 1/2, ORIGINAL TOWN AND THE SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTH 0°18'15" WEST 220.00 FEET ALONG SAID WEST RIGHT OF WAY LINE OF CARRIZO STREET TO A 1/2" REINF BAR SET FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE NORTH 89°41'45" EAST 10.00 FEET TO A POINT (N: 10694353.96 E: 1754522.99) IN CARRIZO STREET;

THENCE SOUTH 0°18'15" EAST 220.00 FEET ALONG CARRIZO STREET TO A POINT FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE SOUTH 89°41'45" WEST 10.00 FEET TO THE POINT OF BEGINNING.

NOTES:
BEARINGS AND DISTANCES SHOWN ARE GRID BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF TITLE COMMITMENT. NOT ALL EASEMENTS OR MATTERS OF TITLE MAY BE SHOWN

SURVEY PLAT

VACATION OF THE

WEST 10 FEET OF CARRIZO STREET

ORIGINAL TOWN

AN ADDITION TO THE CITY OF MIDLAND, AS PER DEED OF RECORD IN VOLUME 3, PAGE 232, DEED RECORDS, MIDLAND COUNTY, TEXAS

DATED THIS 2ND DAY OF MARCH 2021

STATE OF TEXAS
REGISTERED
RJ DAUM
4826
PROFESSIONAL
LAND SURVEYOR

RJ DAUM
TEXAS RPLS 4826

SCHUMANN
ENGINEERING CO.
A LATERAL LAND COMPANY
CIVIL ENGINEERING – LAND SURVEYING
TEXAS FIRM No. F1880 – TEXAS FIRM No. 10149500
800 N. MARIENFELD STREET
SUITE 100
MIDLAND, TEXAS 79701
Office (432) 684-5548
Fax (432) 684-6973

SCALE: 1" = 40'

PROJECT: 77081GS
JOB NO.: 77,081

MIDLAND Planning Division

Vacate Right-of-Way/Public Utility Easement/Land/Street Application

Project Number: V-21-0032

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: George Sosa		Phone (432 528-0902 Email georgesosa3@yahoo.com	
Address 1206 Storey Av.	City Midland	State Tx	Zip 79701

Application is hereby made to the City Council to vacate the following:

- ☑ Right-of-Way
- ☐ Public Utility Easement
- ☐ Land
- ☐ Street

Description of Address: _____

Reason for Request: To acquire a portion of Carrizo Street.

Reasons, in applicant's opinion, why the requested vacation will not adversely affect the public welfare or will contribute to it in a positive way: _____

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Sealed metes and bounds description of the property to be vacated (included on the map) and total square feet of vacation. Include ownership, legal and deed information for adjacent property owners
- Digital Copies of Survey (PDF/JPEG)

Utility Company Approval

Clearance is needed from the following utility companies:

- City of Midland
- Atmos Energy
- Oncor Electric
- AT&T
- Suddenlink Cable TV Co.
- Grande Communications

The City will route the request to these companies, but it is the applicant's responsibility to ensure clearance has been obtained to resolve any issues that may arise.

Policies

1. If the vacation request involves only a portion of a section right-of-way, such that approval would not affect the public's ability to travel along said right-of-way, then the request will be scheduled for consideration by the City Council. No public hearing will be needed.

2. If the vacation request involves an entire section of right-of-way, such that approval would cause the public to lose all rights to use it, then the following procedures apply:

   a. Nearby land owners who have a reasonable expectation to use said right-of-way, as determined by the Transportation Division, must first agree to the proposed vacation. It is the applicant's responsibility to obtain a letter of concurrence signed by the affected landowners.

   b. If all letters are received indicating that the affected landowners agree to the request, then a public hearing before the City Council will be scheduled. The Transportation Division will mail public notice of the hearing to landowners within 400 feet of the affected right-of-way.

   c. If a request is approved, the right-of-way shall be divided into two equal parts, with each half becoming the property of the respective abutting owner. If the applicant desires to own the entire width, he or she must negotiate with the opposite landowner.

Signatures		
Applicant (signature): X George Sosa		Date: 3/4/21
Affected Property Owners:		
Signature:	Print:	Date:
Signature:	Print:	Date
Signature:	Print:	Date
Signature:	Print:	Date

The Vacation of right-of-way/public utility easement/land/street shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

FOR OFFICE USE ONLY

☑ 1 FOLDED Copy of Survey ☐ Survey in Digital Format (PDF/JPEG)

☑ Application Fee

Check # 1591

RECEIVED
MAR 05 2021

Received By: Joseph Maynard Date: BY:

Application will not be considered for scheduling until reviewed by a planner.

MIDLAND
Planning Division

Vacate Right-of-Way/Public Utility Easement/Land/Street Application

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: GEORGE SOSA		Phone (432) 528-5902 Email georgesosa3@yahoo.com	
Address 1206 STOREY AV	City MIDLAND	State TX	Zip 79701

Application is hereby made to the City Council to vacate the following:

- ■ Right-of-Way
- ☐ Public Utility Easement
- ☐ Land
- ☐ Street

Description of Address: _____

Reason for Request: TO OBTAIN THE WEST 10 FEET OF THE 60 FOOT RIGHT OF WAY

Reasons, in applicant's opinion, why the requested vacation will not adversely affect the public welfare or will contribute to it in a positive way: ACCORDING TO A RECENT PRE-DEVELOPMENT MEETING, THE ROW WIDTH OF CARRIZO STREET WENT FROM 80 FEET TO 60.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Sealed metes and bounds description of the property to be vacated (included on the map) and total square feet of vacation. Include ownership, legal and deed information for adjacent property owners
- Digital Copies of Survey (PDF/JPEG)

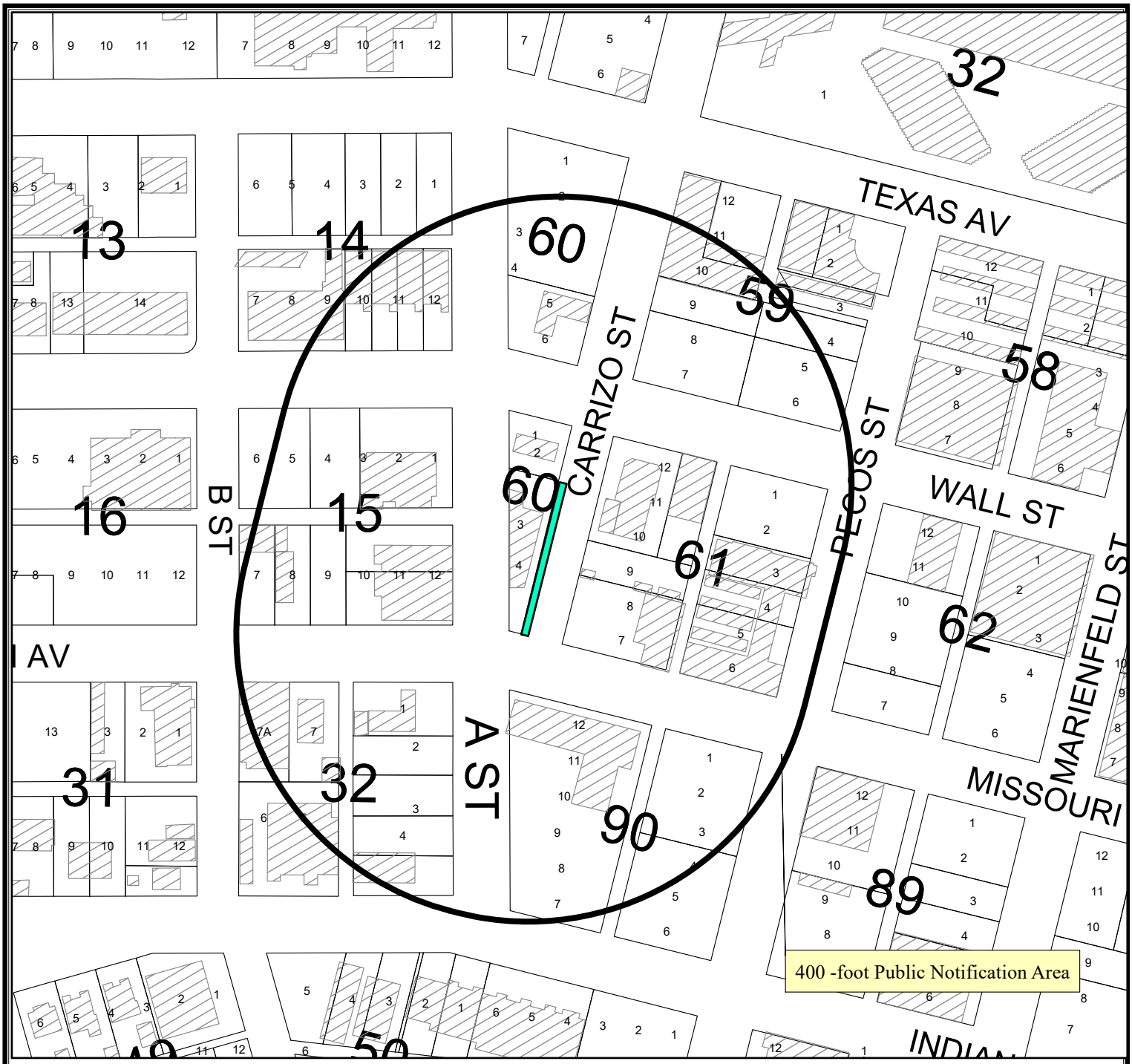
Utility Company Approval

Clearance is needed from the following utility companies:

- City of Midland
- AT&T
- Atmos Energy
- Suddenlink Cable TV Co.
- Oncor Electric
- Grande Communications

The City will route the request to these companies, but it is the applicant's responsibility to ensure clearance has been obtained to resolve any issues that may arise.

RECEIVED
MAY 07 2021
BY: .....



LOCATION MAP

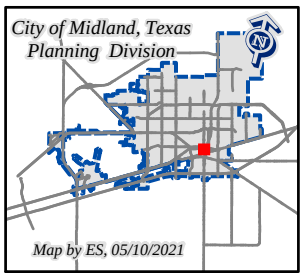
V-21-0032 **Scale: 1" = 200'**

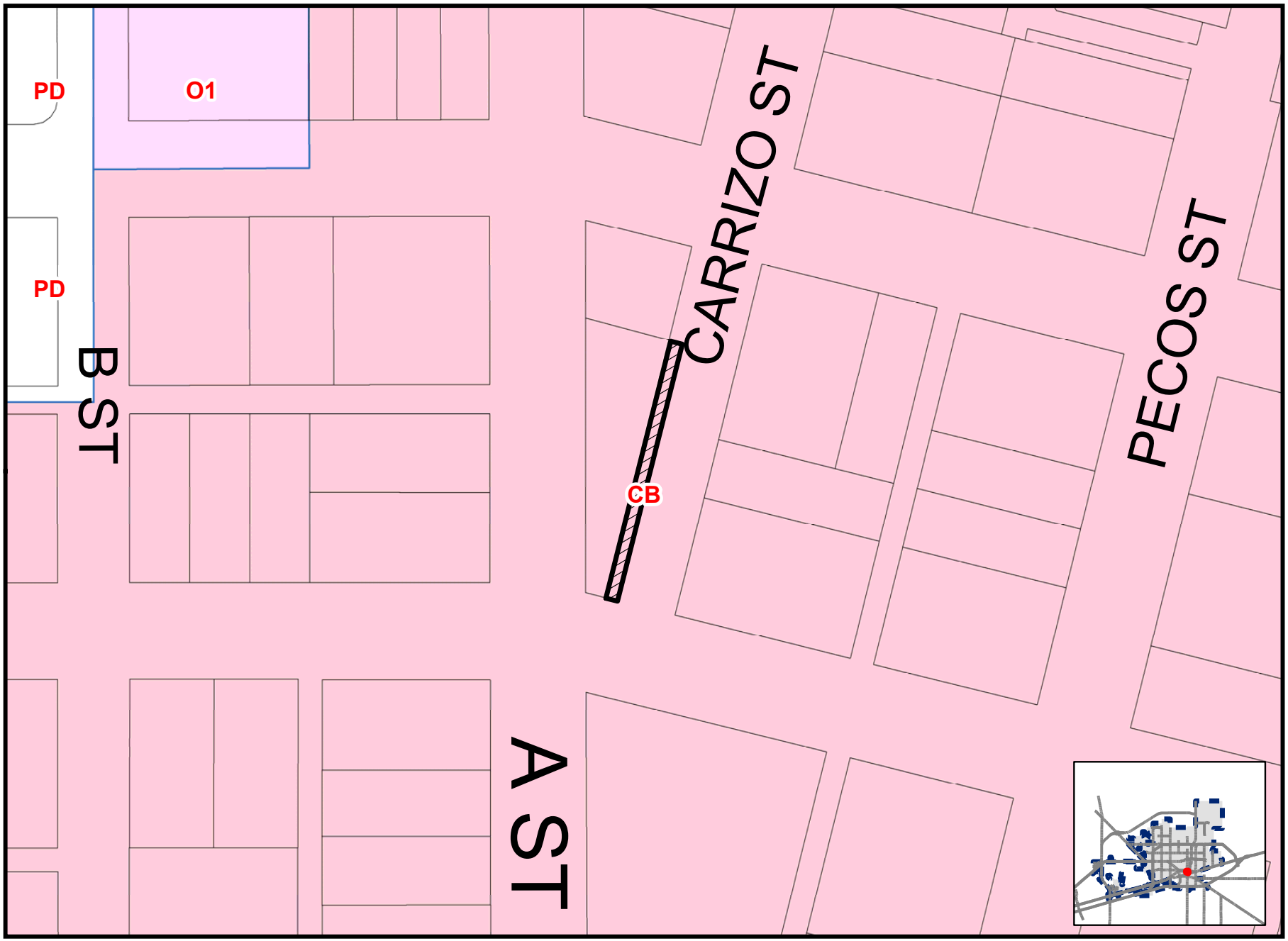
Consider a request for a vacation of a 0.05-acre portion of the S. Carrizo Street right-of-way, located adjacent to the south 20 feet of Lot 2, and all of Lots 3 & 4, Block 60, Original Town, City and County of Midland, Texas.

Generally located on the west side of S. Carrizo Street, approximately 92-feet south of W. Wall Street. (Council District 6)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS





Map By ES, 6/08/2021

Z-21-0032

Scale: 1" = 100'

ZONING MAP

NOR IS IT DESIGNED
INFORMATION CONTAINED
THE USE OF THIS DATA.

Elizabeth Shaughnessy

From: Luis Montez <Luis.Montez@AlticeUSA.com>
Sent: Monday, May 24, 2021 12:38 PM
To: Elizabeth Shaughnessy
Cc: Bradley Ritter
Subject: RE: External E-mail - FW: Vacation Request of George Sosa

Yes we would need the easement, in case we get damaged or have to replace any fibers.

From: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Sent: Monday, May 24, 2021 9:36 AM
To: Luis Montez <Luis.Montez@AlticeUSA.com>
Cc: Bradley Ritter <Bradley.Ritter@AlticeUSA.com>
Subject: RE: External E-mail - FW: Vacation Request of George Sosa

[External Email]

Caution: This email originated outside of Altice USA. Please do not click links or attachments unless you recognize the sender and know the content is safe.

Are you ok if they leave an easement?

From: Luis Montez <Luis.Montez@AlticeUSA.com>
Sent: Monday, May 24, 2021 9:35 AM
To: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Cc: Bradley Ritter <Bradley.Ritter@AlticeUSA.com>
Subject: RE: External E-mail - FW: Vacation Request of George Sosa

We have two underground fiber tubes in the ROW as I have notated on the pic. 1 - **12 Ct**. 1- **24 Ct**. have any locates been requested?
We cannot vacate unless someone pays to relocate the fibers.

From: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Sent: Monday, May 24, 2021 8:50 AM
To: Luis Montez <Luis.Montez@AlticeUSA.com>
Cc: Bradley Ritter <Bradley.Ritter@AlticeUSA.com>
Subject: RE: External E-mail - FW: Vacation Request of George Sosa

[External Email]

Caution: This email originated outside of Altice USA. Please do not click links or attachments unless you recognize the sender and know the content is safe.

Morning Luis,

Please see the attach document because what they are vacating is only 10 feet from the buildi8nt onto the street of Carizzo, please refer to the drawing. I am not sure if that affects you. If it does then are you saying you are not ok with the vacation?

Respectfully,

Elizabeth Shaughnessy
Senior Planner|Development Services
O. 432-685-7400
E. eshaughnessy@midlandtexas.gov





300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

ATTENTION ELECTED OFFICIALS:
A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act. Please reply only to the sender.

From: Luis Montez <Luis.Montez@AlticeUSA.com>
Sent: Sunday, May 23, 2021 2:03 PM
To: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Cc: Bradley Ritter <Bradley.Ritter@AlticeUSA.com>
Subject: RE: External E-mail - FW: Vacation Request of George Sosa

Ms. Shaughnessy,
We have coax plant in the alley west of Carrizo St. it provides services to both those businesses as shown on my screenshot.
We do have 2 fiber runs, 1-12 ct. fiber & 1- 24 ct. fiber that is buried on the north side of the ROW on Missouri Ave. I have attached another screenshot that shows the routes in green.

From: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Sent: Wednesday, May 19, 2021 6:44 PM
To: Luis Montez <Luis.Montez@AlticeUSA.com>
Subject: External E-mail - FW: Vacation Request of George Sosa

[External Email]

Caution: This email originated outside of Altice USA. Please do not click links or attachments unless you recognize the sender and know the content is safe.

From: Elizabeth Shaughnessy
Sent: Tuesday, May 11, 2021 1:31 PM
To: Luis Montez <luis.montez@suddenlink.com>
Subject: Vacation Request of George Sosa

Dear Mr. Montez:

The George Sosa has submitted a request to vacate the above described Right of Way (see attached exhibits). Please advise if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7407 if you have any questions. You can send your response via email to eshaughnessy@midlandtexas.gov.

Thank you for your assistance.

Respectfully,

Elizabeth Shaughnessy
Senior Planner|Development Services
O. 432-685-7400
E. eshaughnessy@midlandtexas.gov





300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

ATTENTION ELECTED OFFICIALS:
A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act. Please reply only to the sender.

Caution: This email originated outside of Altice USA. Please do not click links or attachments unless you recognize the sender and know the content is safe.

The information transmitted in this email and any of its attachments is intended only for the person or entity to which it is addressed and may contain information concerning Altice USA and/or its affiliates and subsidiaries that is proprietary, privileged, confidential and/or subject to copyright. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient(s) is prohibited and may be unlawful. If you received this in error, please contact the sender immediately and delete and destroy the communication and all of the attachments you have received and all copies thereof.

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

Elizabeth Shaughnessy

From: UNDERWOOD, JERRY D <ju1659@att.com>
Sent: Tuesday, May 11, 2021 1:43 PM
To: Elizabeth Shaughnessy
Subject: RE: Vacation Request of George Sosa

Good afternoon,

I don't show that AT&T has anything in that easement, I am good with vacating it.

Thanks,
Jerry

From: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Sent: Tuesday, May 11, 2021 1:33 PM
To: UNDERWOOD, JERRY D <ju1659@att.com>
Subject: Vacation Request of George Sosa

Dear Mr. Underwood:

The George Sosa has submitted a request to vacate the above described Right of Way (see attached exhibits). Please advise if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7407 if you have any questions. You can send your response via email to eshaughnessy@midlandtexas.gov.

Thank you for your assistance.

Respectfully,

Elizabeth Shaughnessy
Senior Planner|Development Services
O. 432-685-7400
E. eshaughnessy@midlandtexas.gov

300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

ATTENTION ELECTED OFFICIALS:
A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act. Please reply only to the sender.

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

ATMOS ENERGY

West Texas Division
P.O. Box 1111,
Midland, Texas 79702

City of Midland
Elizabeth Shaughnessy
300 N. Loraine
Midland, Texas 79701

May 20, 2021

Re: Case Name: George Sosa
Case Number: V-21-0032

Elizabeth,

Atmos Energy has no objection to the above referenced changes proposed to the Carrizo Street right of way located between Wall and Missouri. We currently have no gas lines or facilities located within this section of right of way.
Please let me know if you have any further questions.

Sincerely,

Mark Lieb

Mark Lieb
Project Specialist
Atmos Energy/Permian Basin
432-617-3447 office
432-967-0370 cell
mark.lieb@atmosenergy.com

Elizabeth Shaughnessy

From: Vicki Byler <vicki.byler@mygrande.com>
Sent: Thursday, May 20, 2021 9:36 AM
To: Elizabeth Shaughnessy
Subject: Re: Vacation Request George Sosa

yes

On Thu, May 20, 2021 at 9:17 AM Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov> wrote:

> Morning Vicki,
>
> Just to be clear you are ok with the vacation?
>
> Respectfully,
>
> Elizabeth Shaughnessy
>
> Senior Planner|Development Services
>
> O. 432-685-7400
>
> E. eshaughnessy@midlandtexas.gov
>
> MIDLAND
> Feel the Energy!
>
> 300 N. Loraine | P.O. Box 1152 | Midland, TX 79702
>
> ATTENTION ELECTED OFFICIALS:

A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act. Please reply only to the sender.

From: Vicki Byler <vicki.byler@mygrande.com>
Sent: Thursday, May 20, 2021 7:24 AM
To: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Subject: Re: Vacation Request George Sosa

We have aerial plant running east and west on Missouri, bu nothing on the marked area on Carizzo.

On Wed, May 19, 2021 at 6:40 PM Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov> wrote:

> Hi Vicki,
>
> Just checking in on any updates.
>
> Thank you!
>
> Respectfully,
>
> Elizabeth Shaughnessy
>
> Senior Planner|Development Services
>
> O. 432-685-7400
>
> E. eshaughnessy@midlandtexas.gov

300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

ATTENTION ELECTED OFFICIALS:

A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act. Please reply only to the sender.

From: Elizabeth Shaughnessy
Sent: Tuesday, May 11, 2021 1:28 PM
To: Vicki Byler <vicki.byler@mygrande.com>
Subject: Vacation Request George Sosa

Dear Mrs. Byler:

The George Sosa has submitted a request to vacate the above described Right of Way (see attached exhibits). Please advise if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7407 if you have any questions. You can send your response via email to eshaughnessy@midlandtexas.gov.

Thank you for your assistance.

Respectfully,

Elizabeth Shaughnessy

Senior Planner|Development Services

O. 432-685-7400

E. eshaughnessy@midlandtexas.gov





300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

ATTENTION ELECTED OFFICIALS:

A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act. Please reply only to the sender.

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

Elizabeth Shaughnessy

From: drambo@midcad.org
Sent: Thursday, May 13, 2021 8:31 AM
To: Elizabeth Shaughnessy
Subject: Re: Vacation Request for George Sosa

George Sosa's vacation request on Carrizo. The land value is $2.00 per square foot

I am not sure as to the size of the vacation...0.1 acre or 0.05 acre or 2000 sf.

The letter gives all three areas:

0.1 acre is 4356 sf valued at $ 8,712.00

2000 sf area is valued at $ 4,000.00

0.05 acre (2178 sf) is valued at $ 4,356.00

Dennis Rambo
Assistant Chief Appraiser
Midland Central Appraisal District
432 699 4991 ext 3030
432 689 7185 fax

From:	Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
To:	Dennis Rambo <drambo@midcad.org>
Date:	05/11/2021 05:41 PM
Subject:	Vacation Request for George Sosa

Dear Mr. Rambo:

George Sosa has submitted a request to vacate the above described Right of Way (see attached exhibits). Please advise if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7407 if you have any questions. You can send your response via email to eshaughnessy@midlandtexas.gov.

Thank you for your assistance.

Respectfully,

Elizabeth Shaughnessy
Senior Planner|Development Services
O. 432-685-7400
E. eshaughnessy@midlandtexas.gov

300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

ATTENTION ELECTED OFFICIALS:
A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act. Please reply only to the sender.

[attachment "V-21-0032, Location Map.pdf" deleted by Dennis Rambo/MCAD] [attachment "V-21-0032, Plat.pdf" deleted by Dennis Rambo/MCAD] [attachment "V-21-0032, TaxVacMCAD vac ltr.pdf" deleted by Dennis Rambo/MCAD]

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

Jeffrey R. Henderson
New Construction Manager Sr.



Oncor Electric Delivery
2401 West Industrial
Midland, Texas 79701

May 28th, 2021

City of Midland Texas
Elizabeth Shaughnessy
Planner, Development Services
300 North Loraine St. # 440
Midland, TX 79701

RE: George Sosa – V-21-0032

Ms. Shaughnessy,

Oncor Electric Delivery has no objection to the vacation of the above referenced right-of-way along the right of way located at Carrizo St, lots 3 & 4, in Block 60, Original Old Town in the City of Midland. Oncor Electric has no overhead or underground electric facilities located in the area noted to vacate on the included plat.

Please let me know if you have any questions.

Sincerely,

Jeffrey R. Henderson

Oncor Electric Delivery Company




Chevron
conoco


STOP


id-Tex Parts & Service

City Council Meeting

Item Number: 23

Meeting Date: June 22, 2021

To: City Council / City Manager

From: Elizabeth Shaughnessy, Senior Planner

Subject: AN ORDINANCE VACATING AND ABANDONING A 1.15-ACRE PORTION OF REYES STREET RIGHT-OF-WAY LOCATED IN SECTION 42, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED BETWEEN CHUKAR LANE AND TODD DRIVE, APPROXIMATELY 823 FEET NORTH OF EAST BUSINESS INTERSTATE 20); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $21,850.00; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Green Acres Golf, LLC is requesting to vacate a 1.15-acre portion of Reyes Street right-of-way, located in Section 42, Block 38, T-1-S, T&P RR CO Survey, City and County of Midland, Texas.

Recommended City Council Action:

Approve

Fiscal Impact:

The appraised value of the alley right-of-way is $19,000.00 per acre or $23,850.00.

Discussion:

The applicant, Green Acres Golf, LLC is requesting to vacate a 1.15-acre portion of Reyes Street right-of-way, located in Section 42, Block 38, T-1-S, T&P RR CO Survey, City and County of Midland, Texas, in order to fully and prudently develop the surface lands directly adjacent to the north and south of these vacating requested land for the Green Acres Mini Golf recreational area.

The Midland Central's Appraisal District's appraisal of the land is $19,000.00 per acre, for a total value of $23,850.00.
The applicant will need to retain an easement for all affected utilities.

This request has been circulated and reviewed by all pertinent City departments and franchise utility companies. Their comments, conditions, and requests are as follows:

Code Compliance: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

Engineering: (Approved with Conditions)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

Fire: (Approved)

No objections.

Transportation: (Approved with Conditions)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

Code Administration: (Approved)

No objection.

AT&T:

AT&T doesn't have any issues with this.

Atmos:

Atmos Energy has no objection to the above referenced changes proposed to the Reyes Street right of way located between Chuker Lane and Todd Rd. We currently have no gas lines or facilities located within this section of right of way.

Grande:

Grande does not have utilities in this area.

Midland Central Appraisal District:

The vacation area requested is appraised at $ 19,000 per acre...or $21,850.

Oncor:

Ok with the vacation as long as an Utility Easement stays in place.

Suddenlink:

Update6/8/2021: If the city Vacates the area that really doesn't affect us as long as the Utility Easements stay in place and are not altered. If the Utility Easements are needing to be altered the owner of the area will be responsible for the cost it will take for us to relocate in full before we will move any of our plant.

We "Suddenlink Communications" have, 96 Ct. aerial fiber & some aerial coax on those poles in that easement. We will not vacate, if we need to relocate, that cost will be at the owners expense.

Planning:

Pertinent City departments and franchise utility companies have reviewed this vacation request and have approved it with the condition that a utility easement is retained.

Therefore, staff recommends approval for the vacation of the 1.15-acre portion of Reyes Street right-of-way, located in Section 42, Block 38, T-1-S, T&P RR CO Survey, City and County of Midland, Texas, subject to conditions A and C.

Conditions:

A. That the City of Midland has received from the property owner the sum of $21,850.00;

B. That an accessible nonexclusive utility easement is retained; and

C. That a re-plat of the subject property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County.

Letters of Objection:

As of June 16, 2021, staff has not received any letters of objection to this request.

Attachments:

Vacation Survey (Exhibit A)
Application
Maps
Responses from Franchise Utility Companies and Midland Central Appraisal District

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE VACATING AND ABANDONING A 1.15-ACRE PORTION OF REYES STREET RIGHT-OF-WAY LOCATED IN SECTION 42, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED BETWEEN CHUKAR LANE AND TODD DRIVE, APPROXIMATELY 823 FEET NORTH OF EAST BUSINESS INTERSTATE 20); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $21,850.00; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, it has been determined by the Midland City Council that a 1.15-acre portion of Reyes Street right-of-way located in Section 42, Block 38, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas, as described in Exhibit "A" attached hereto and made a part hereof for all legal purposes (the "Property"), is no longer needed for public use; and

WHEREAS, Section 272.001 of the Texas Local Government Code provides that a political subdivision may not convey, sell, or exchange its interest in land without observing notice and bid requirements, unless the conveyance is to one or more abutting property owners; and

WHEREAS, an application for vacating the Property has been received by the City from the abutting property owner; and

WHEREAS, the City Manager has appraised the value of the City's property interest in the Property at $21,850.00, as shown in Exhibit "B" attached hereto and incorporated herein by reference; and

WHEREAS, the Council finds it to be in the public interest to abandon and vacate the Property;

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

SECTION ONE. That the Property is hereby vacated and abandoned for all public purposes. Provided, however, that the City is hereby abandoning only the public interest in

the Property, and this ordinance in no way affects any private easement or access easement which abutting property owners may have in the Property.

SECTION TWO. That this ordinance shall not be effective until:

A. the City of Midland has received from the abutting property owner(s) the sum of $21,850.00; and

B. a replat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.

SECTION THREE. That the City herein retains an accessible nonexclusive utility easement across, through, over, under, on and along the Property until all entities that were using the Property for utility purposes as of the date of approval of this ordinance have abandoned their uses of the Property.

SECTION FOUR. That upon the City's receipt of the sum set forth in Section Two hereof, the City Secretary is hereby authorized and directed to file a certified copy of this ordinance with the County Clerk of Midland County, Texas, for purposes of recording in the Official Records of Midland County, Texas.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

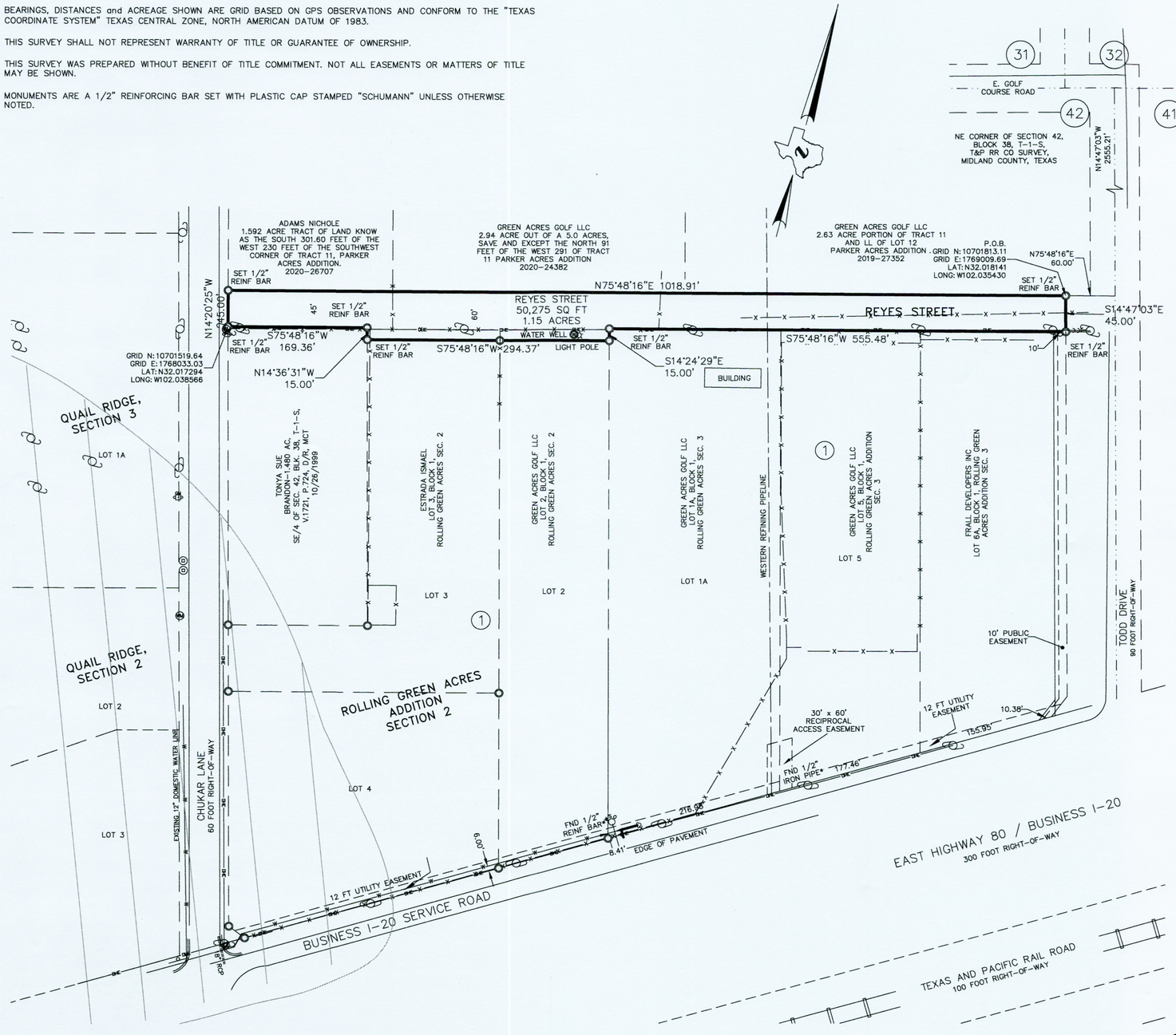
NOTES:

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.

MONUMENTS ARE A 1/2" REINFORCING BAR SET WITH PLASTIC CAP STAMPED "SCHUMANN" UNLESS OTHERWISE NOTED.



FIELD NOTE DESCRIPTION OF A 1.15 ACRE TRACT OF LAND DEDICATED FOR THE RIGHT OF WAY OF REYES STREET LOCATED BETWEEN CHUKAR LANE AND TODD DRIVE IN THE NORTHEAST QUARTER OF SECTION 42, BLOCK 38, T-1-S, T&P RR CO SURVEY, IN THE CITY OF MIDLAND, MIDLAND COUNTY TEXAS, SAID 1.15 ACRE TRACT OF LAND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" REINF BAR SET (N:10701813.11, E:1769009.69) IN THE NORTH RIGHT OF WAY LINE OF REYES STREET AND THE SOUTH LINE OF TRACT 12 PARKER ACRES IN THE WEST RIGHT OF WAY LINE OF TODD DRIVE FOR THE NORTHEAST CORNER OF THIS TRACT FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 42, BLOCK 38, T-1-S, T&P RR CO SURVEY, MIDLAND COUNTY TEXAS BEARS NORTH 75°48'16" EAST 60.00 FEET AND NORTH 14°47'03" WEST 2555.21 FEET;

THENCE SOUTH 14°47'03" EAST 45.00 FEET TO A 1/2" REINF BAR FOUND IN THE SOUTH RIGHT OF WAY LINE OF REYES STREET FOR THE NORTHEAST CORNER OF LOT 6A, BLOCK 1, ROLLING GREEN ACRES ADDITION AND THE SOUTHEAST CORNER OF THIS TRACT;

THENCE SOUTH 75°48'16" WEST 555.48 FEET TO A 1/2" REINF BAR SET FOR THE NORTHWEST CORNER OF LOT 1A, BLOCK 1, ROLLING GREEN ACRES ADDITION FOR A CORNER OF THIS TRACT;

THENCE SOUTH 14°24'29" EAST 15.00 FEET TO A 1/2" REINF BAR SET FOR THE NORTHEAST CORNER OF LOT 2, BLOCK 1, ROLLING GREEN ACRES ADDITION FOR A CORNER OF THIS TRACT;

THENCE SOUTH 75°48'16" WEST 294.37 FEET TO A 1/2" REINF BAR SET FOR THE NORTHWEST CORNER OFLOT 3, BLOCK 1, ROLLING GREEN ACRES ADDITION FOR A CORNER OF THIS TRACT;

THENCE NORTH 14°36'31" WEST 15.00 FEET TO A 1/2" REINF BAR SET IN THE SOUTH RIGHT OF WAY LINE OF REYES STREET FOR THE NORTHEAST CORNER OF A 1.48 ACRE TRACT OF LAND AND A CORNER OF THIS TRACT;

THENCE SOUTH 75°48'16" WEST 169.36 FEET TO A 1/2" REINF BAR SET (N:10701519.64, E:1768033.03) IN THE EAST RIGHT OF WAY LINE CHUKAR LANE FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTH 14°20'25" WEST 45.00 FEET ALONG THE SAID EAST RIGHT OF WAY LINE OF CHUKAR LANE TO THE NORTH RIGHT OF WAY LINE OF REYES STREET FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE NORTH 75°48'16" EAST 1018.91 FEET ALONG THE SAID NORTH RIGHT OF WAY LINE OF REYES STREET TO THE POINT OF BEGINNING.

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.

RJ DAUM
RPLS 4826

STATE OF TEXAS REGISTERED RJ DAUM 4826 PROFESSIONAL LAND SURVEYOR

SYMBOLS LEGEND

PROPERTY CORNER	WIRE FENCE	WATER WELL
POWER POLE	RETIRED BREAKER BOX	LOT LINES
OHE OVERHEAD ELECTRIC	PROPERTY LINE	TELEPHONE PEDESTAL
GM GAS METER	GAS RISER	SEWER MANHOLE

GRAPHIC SCALE
0 100' 200'
(IN FEET)
1 inch = 100 ft.

NO.	DATE	DESCRIPTION	BY

REV 5/6/2021

SCHUMANN ENGINEERING CO.
A LATERAL LAND COMPANY
CIVIL ENGINEERING - LAND SURVEYING
800 N. MARIENFELD STREET SUITE 100 MIDLAND, TEXAS 79701
TEXAS FIRM No. F1880 - TEXAS FIRM No. 10149500
Office (432) 684-5548

SURVEY

A 1.15 ACRE TRACT OF LAND

DEDICATED FOR
THE RIGHT OF WAY OF

REYES STREET
LOCATED BETWEEN CHUKAR LANE AND TODD DRIVE IN

THE NORTHEAST QUARTER OF SECTION 42, BLOCK 38, T-1-S, T&P RR CO SURVEY, IN THE CITY OF MIDLAND, MIDLAND COUNTY TEXAS

SCALE: 1" = 100'

PROJECT: 77823
JOB NO.: 77,823

MIDLAND
Feel the Energy!

Office of the City Manager

June 10, 2021

Midland City Council
City of Midland, Texas

RE: Request for vacation of a 1.15-acre portion of Reyes Street right-of-way located in Section 42, Block 38, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas

Dear Members of the City Council:

The above-referenced property has been appraised in accordance with Chapter 272 of the Texas Local Government Code. The fair market value of the property is $21,850.00. The property can be vacated and recorded in the Midland County Clerk's office when the City of Midland has received this amount from the adjoining property owner(s).

Very truly yours,

Robert Patrick
City Manager

EXHIBIT "B"

300 N. Loraine, Midland TX 79701 • 432-685-7202 • Fax 432-686-1600

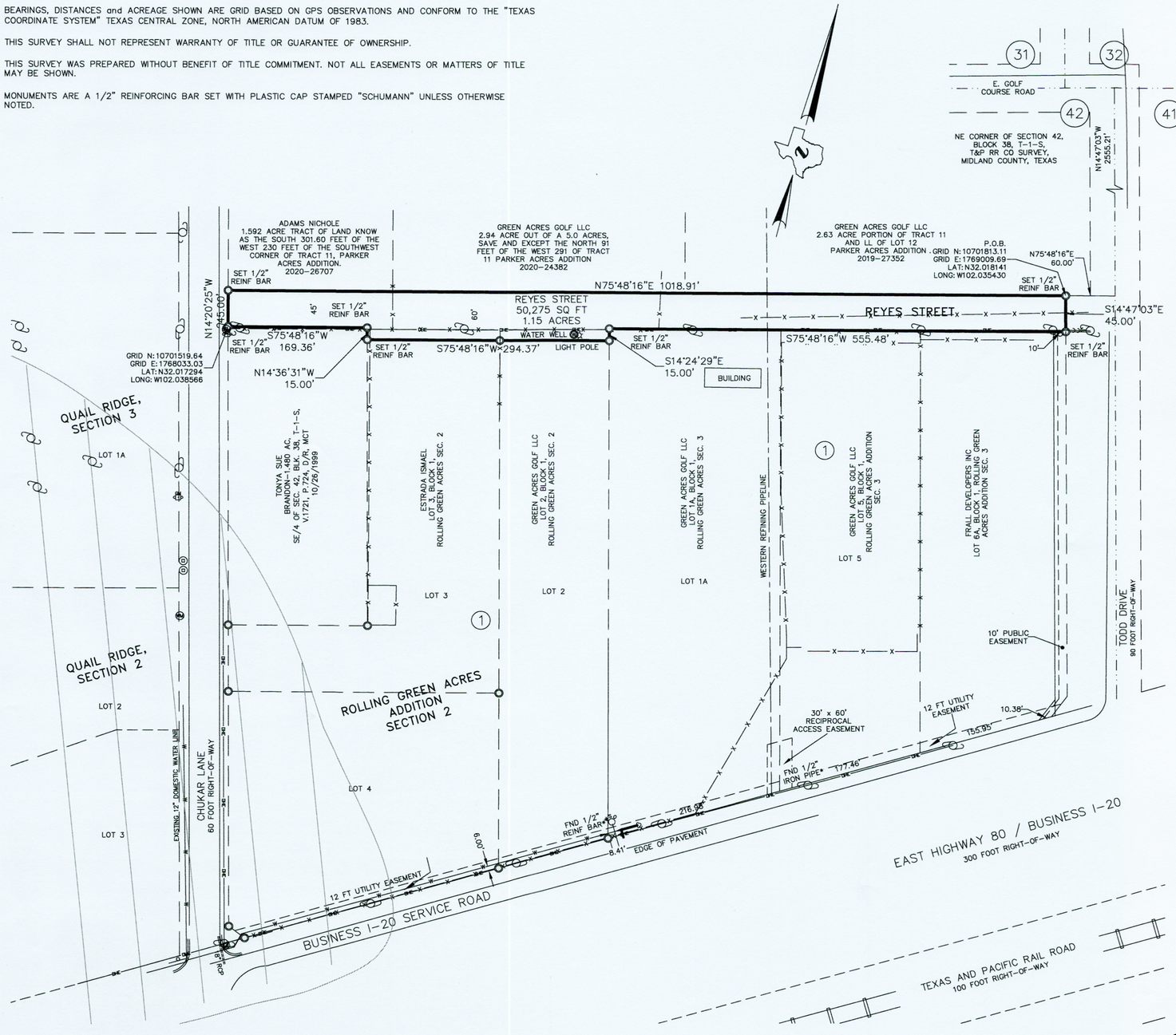
NOTES:

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.

MONUMENTS ARE A 1/2" REINFORCING BAR SET WITH PLASTIC CAP STAMPED "SCHUMANN" UNLESS OTHERWISE NOTED.



FIELD NOTE DESCRIPTION OF A 1.15 ACRE TRACT OF LAND DEDICATED FOR THE RIGHT OF WAY OF REYES STREET LOCATED BETWEEN CHUKAR LANE AND TODD DRIVE IN THE NORTHEAST QUARTER OF SECTION 42, BLOCK 38, T-1-S, T&P RR CO SURVEY, IN THE CITY OF MIDLAND, MIDLAND COUNTY TEXAS, SAID 1.15 ACRE TRACT OF LAND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" REINF BAR SET (N:10701813.11, E:1769009.69) IN THE NORTH RIGHT OF WAY LINE OF REYES STREET AND THE SOUTH LINE OF TRACT 12 PARKER ACRES IN THE WEST RIGHT OF WAY LINE OF TODD DRIVE FOR THE NORTHEAST CORNER OF THIS TRACT FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 42, BLOCK 38, T-1-S, T&P RR CO SURVEY, MIDLAND COUNTY TEXAS BEARS NORTH 75°48'16" EAST 60.00 FEET AND NORTH 14°47'03" WEST 2555.21 FEET;

THENCE SOUTH 14°47'03" EAST 45.00 FEET TO A 1/2" REINF BAR FOUND IN THE SOUTH RIGHT OF WAY LINE OF REYES STREET FOR THE NORTHEAST CORNER OF LOT 6A, BLOCK 1, ROLLING GREEN ACRES ADDITION AND THE SOUTHEAST CORNER OF THIS TRACT;

THENCE SOUTH 75°48'16" WEST 555.48 FEET TO A 1/2" REINF BAR SET FOR THE NORTHWEST CORNER OF LOT 1A, BLOCK 1, ROLLING GREEN ACRES ADDITION FOR A CORNER OF THIS TRACT;

THENCE SOUTH 14°24'29" EAST 15.00 FEET TO A 1/2" REINF BAR SET FOR THE NORTHEAST CORNER OF LOT 2, BLOCK 1, ROLLING GREEN ACRES ADDITION FOR A CORNER OF THIS TRACT;

THENCE SOUTH 75°48'16" WEST 294.37 FEET TO A 1/2" REINF BAR SET FOR THE NORTHWEST CORNER OFLOT 3, BLOCK 1, ROLLING GREEN ACRES ADDITION FOR A CORNER OF THIS TRACT;

THENCE NORTH 14°36'31" WEST 15.00 FEET TO A 1/2" REINF BAR SET IN THE SOUTH RIGHT OF WAY LINE OF REYES STREET FOR THE NORTHEAST CORNER OF A 1.48 ACRE TRACT OF LAND AND A CORNER OF THIS TRACT;

THENCE SOUTH 75°48'16" WEST 169.36 FEET TO A 1/2" REINF BAR SET (N:10701519.64, E:1768033.03) IN THE EAST RIGHT OF WAY LINE CHUKAR LANE FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTH 14°20'25" WEST 45.00 FEET ALONG THE SAID EAST RIGHT OF WAY LINE OF CHUKAR LANE TO THE NORTH RIGHT OF WAY LINE OF REYES STREET FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE NORTH 75°48'16" EAST 1018.91 FEET ALONG THE SAID NORTH RIGHT OF WAY LINE OF REYES STREET TO THE POINT OF BEGINNING.

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.

RJ DAUM
RPLS 4826

STATE OF TEXAS REGISTERED RJ DAUM 4826 PROFESSIONAL LAND SURVEYOR

SYMBOLS LEGEND

PROPERTY CORNER	WIRE FENCE	WATER WELL
POWER POLE	RETIRED BREAKER BOX	LOT LINES
OHE OVERHEAD ELECTRIC	PROPERTY LINE	TELEPHONE PEDESTAL
GM GAS METER	GAS RISER	SEWER MANHOLE

GRAPHIC SCALE
0 100' 200'
(IN FEET)
1 inch = 100 ft.

NO.	DATE	DESCRIPTION	BY

REV 5/6/2021

SCHUMANN
ENGINEERING CO.
A LATERAL LAND COMPANY
CIVIL ENGINEERING - LAND SURVEYING
800 N. MARIENFELD STREET
SUITE 100
MIDLAND, TEXAS 79701
TEXAS FIRM No. F1880 - TEXAS FIRM No. 10149500
Office (432) 684-5548

SURVEY

A 1.15 ACRE TRACT OF LAND

DEDICATED FOR
THE RIGHT OF WAY OF

REYES STREET
LOCATED BETWEEN CHUKAR LANE AND TODD DRIVE IN

THE NORTHEAST QUARTER OF SECTION 42, BLOCK 38, T-1-S, T&P RR CO SURVEY, IN THE CITY OF MIDLAND, MIDLAND COUNTY TEXAS

SCALE: 1" = 100'

PROJECT: 77823
JOB NO.: 77,823

MIDLAND
Planning Division

Vacate Right-of-Way/Public Utility Easement/Land/Street Application

Project Number: V-21-0035

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)*		Phone: (432) 349-5471 Email: emcginnis@crownquest.com	
Printed Name: Green Acres Golf, LLC			
Address: P.O. BOX 52268	City: MIDLAND	State: TX	Zip: 79710

Application is hereby made to the City Council to vacate the following:

- ■ Right-of-Way
- ■ Public Utility Easement
- ☐ Land
- ☐ Street

Description of Address: That strip of land referenced in Dedication dated March 1, 1946, recorded in Volume 87, Page 571, Public Records of Midland County, Texas, and further described in plat of record dated March 8, 1946, recorded in Volume 87, Page 570, Public Records of Midland County, Texas (each instrument attached hereto).

Reason for Request: Green Acres Golf, LLC ("GAC") is the owner and developer of the surface lands directly adjacent to the north and south of the above described lands. In order to fully and prudently develop the described and adjacent lands, GAC respectfully requests that the City of Midland vacate any and all applicable rights of way and/or easements tied to the above described lands.

Reasons, in applicant's opinion, why the requested vacation will not adversely affect the public welfare or will contribute to it in a positive way: GAC has discussed the aforementioned vacation request in detail with Jose Ortiz (COM Engineering Services Director), and Matt Carr (COM City Engineer). Based on our discussions it is GAC's understanding that the City of Midland has no current or foreseeable future need to utilize said rights of way and/or easements. Further, the vacation will promote the continued development of the Green Acres Mini Golf recreational area. Once complete, Green Acres Mini Golf will provide economic, aesthetic, and recreation benefits to the City of Midland. The hope is that GAC will be able to improve and develop lands adjacent to the above described lands for future development.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Sealed metes and bounds description of the property to be vacated (included on the map) and total square feet of vacation. Include ownership, legal and deed information for adjacent property owners
- Digital Copies of Survey (PDF/JPEG)

Utility Company Approval

Clearance is needed from the following utility companies:

- ☒ City of Midland
- ☐ Atmos Energy
- ☒ Oncor Electric
- ☐ AT&T
- ☒ Suddenlink Cable TV Co.
- ☐ Grande Communications

The City will route the request to these companies, but it is the applicant's responsibility to ensure clearance has been obtained to resolve any issues that may arise.

Policies

1. If the vacation request involves only a portion of a section right-of-way, such that approval would not affect the public's ability to travel along said right-of-way, then the request will be scheduled for consideration by the City Council. No public hearing will be needed.

2. If the vacation request involves an entire section of right-of-way, such that approval would cause the public to lose all rights to use it, then the following procedures apply:

   a. Nearby land owners who have a reasonable expectation to use said right-of-way, as determined by the Transportation Division, must first agree to the proposed vacation. It is the applicant's responsibility to obtain a letter of concurrence signed by the affected landowners.

   b. If all letters are received indicating that the affected landowners agree to the request, then a public hearing before the City Council will be scheduled. The Planning Division will mail public notice of the hearing to landowners within 400 feet of the affected right-of-way.

Signatures

Applicant (signature): Jeffrey T. Beard		Date: 5-4-21
Affected Property Owners:		
Signature:	Print:	Date:
Signature:	Print:	Date
Signature:	Print:	Date
Signature:	Print:	Date

The Vacation of right-of-way/public utility easement/land/street shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

FOR OFFICE USE ONLY

☐ 1 FOLDED Copy of Survey ☐ Survey in Digital Format (PDF/JPEG)

☐ Application Fee

Check #_____

Received By:	Date:

****Application will not be considered for scheduling until reviewed by a planner.****

Policies

1. If the vacation request involves only a portion of a section right-of-way, such that approval would not affect the public's ability to travel along said right-of-way, then the request will be scheduled for consideration by the City Council. No public hearing will be needed.

2. If the vacation request involves an entire section of right-of-way, such that approval would cause the public to lose all rights to use it, then the following procedures apply:

   a. Nearby land owners who have a reasonable expectation to use said right-of-way, as determined by the Transportation Division, must first agree to the proposed vacation. It is the applicant's responsibility to obtain a letter of concurrence signed by the affected landowners.

   b. If all letters are received indicating that the affected landowners agree to the request, then a public hearing before the City Council will be scheduled. The Planning Division will mail public notice of the hearing to landowners within 400 feet of the affected right-of-way.

Signatures

Applicant (signature):		Date:
Affected Property Owners:		
Signature:	Print:	Date:
Signature: Nicole Adams	Print: Nicole Adams	Date 3/23/20
Signature:	Print: Doug/ASR Adams	Date 03/23/2
Signature:	Print:	Date

The Vacation of right-of-way/public utility easement/land/street shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

FOR OFFICE USE ONLY

☐ 1 FOLDED Copy of Survey ☐ Survey in Digital Format (PDF/JPEG)

☐ Application Fee

Check #_____

Received By:	Date:

****Application will not be considered for scheduling until reviewed by a planner.****

Policies
1. If the vacation request involves only a portion of a section right-of-way, such that approval would not affect the public's ability to travel along said right-of-way, then the request will be scheduled for consideration by the City Council. No public hearing will be needed. 2. If the vacation request involves an entire section of right-of-way, such that approval would cause the public to lose all rights to use it, then the following procedures apply: a. Nearby land owners who have a reasonable expectation to use said right-of-way, as determined by the Transportation Division, must first agree to the proposed vacation. It is the applicant's responsibility to obtain a letter of concurrence signed by the affected landowners. b. If all letters are received indicating that the affected landowners agree to the request, then a public hearing before the City Council will be scheduled. The Planning Division will mail public notice of the hearing to landowners within 400 feet of the affected right-of-way.

Signatures		
Applicant (signature):		Date:
Affected Property Owners:		
Signature: Tonya B	Print: Tonya Brandon	Date: 4/23/21
Signature:	Print:	Date
Signature:	Print:	Date
Signature:	Print:	Date
The Vacation of right-of-way/public utility easement/land/street shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received. *All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.*		

FOR OFFICE USE ONLY	
☐ 1 FOLDED Copy of Survey	☐ Survey in Digital Format (PDF/JPEG)
☐ Application Fee Check #_____	
Received By:	Date:

****Application will not be considered for scheduling until reviewed by a planner.****

Policies

1. If the vacation request involves only a portion of a section right-of-way, such that approval would not affect the public's ability to travel along said right-of-way, then the request will be scheduled for consideration by the City Council. No public hearing will be needed.

2. If the vacation request involves an entire section of right-of-way, such that approval would cause the public to lose all rights to use it, then the following procedures apply:

   a. Nearby land owners who have a reasonable expectation to use said right-of-way, as determined by the Transportation Division, must first agree to the proposed vacation. It is the applicant's responsibility to obtain a letter of concurrence signed by the affected landowners.

   b. If all letters are received indicating that the affected landowners agree to the request, then a public hearing before the City Council will be scheduled. The Planning Division will mail public notice of the hearing to landowners within 400 feet of the affected right-of-way.

Signatures

Applicant (signature):		Date:
Affected Property Owners:		
Signature: Ismael Estrada	Print: Ismael Estrada	Date: 2/ 8 / 2021
Signature:	Print:	Date
Signature:	Print:	Date
Signature:	Print:	Date

The Vacation of right-of-way/public utility easement/land/street shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

FOR OFFICE USE ONLY

☐ 1 FOLDED Copy of Survey ☐ Survey in Digital Format (PDF/JPEG)

☐ Application Fee

Check #_____

Received By:	Date:

****Application will not be considered for scheduling until reviewed by a planner.****

Policies

1. If the vacation request involves only a portion of a section right-of-way, such that approval would not affect the public's ability to travel along said right-of-way, then the request will be scheduled for consideration by the City Council. No public hearing will be needed.

2. If the vacation request involves an entire section of right-of-way, such that approval would cause the public to lose all rights to use it, then the following procedures apply:

   a. Nearby land owners who have a reasonable expectation to use said right-of-way, as determined by the Transportation Division, must first agree to the proposed vacation. It is the applicant's responsibility to obtain a letter of concurrence signed by the affected landowners.

   b. If all letters are received indicating that the affected landowners agree to the request, then a public hearing before the City Council will be scheduled. The Planning Division will mail public notice of the hearing to landowners within 400 feet of the affected right-of-way.

Signatures

Applicant (signature):		Date:
Affected Property Owners:		
Signature:	Print: JAMES M. FREY, PRESIDENT FRALL DEVELOPERS, INC.	Date: 2/23/2021
Signature:	Print:	Date
Signature:	Print:	Date
Signature:	Print:	Date

The Vacation of right-of-way/public utility easement/land/street shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

FOR OFFICE USE ONLY

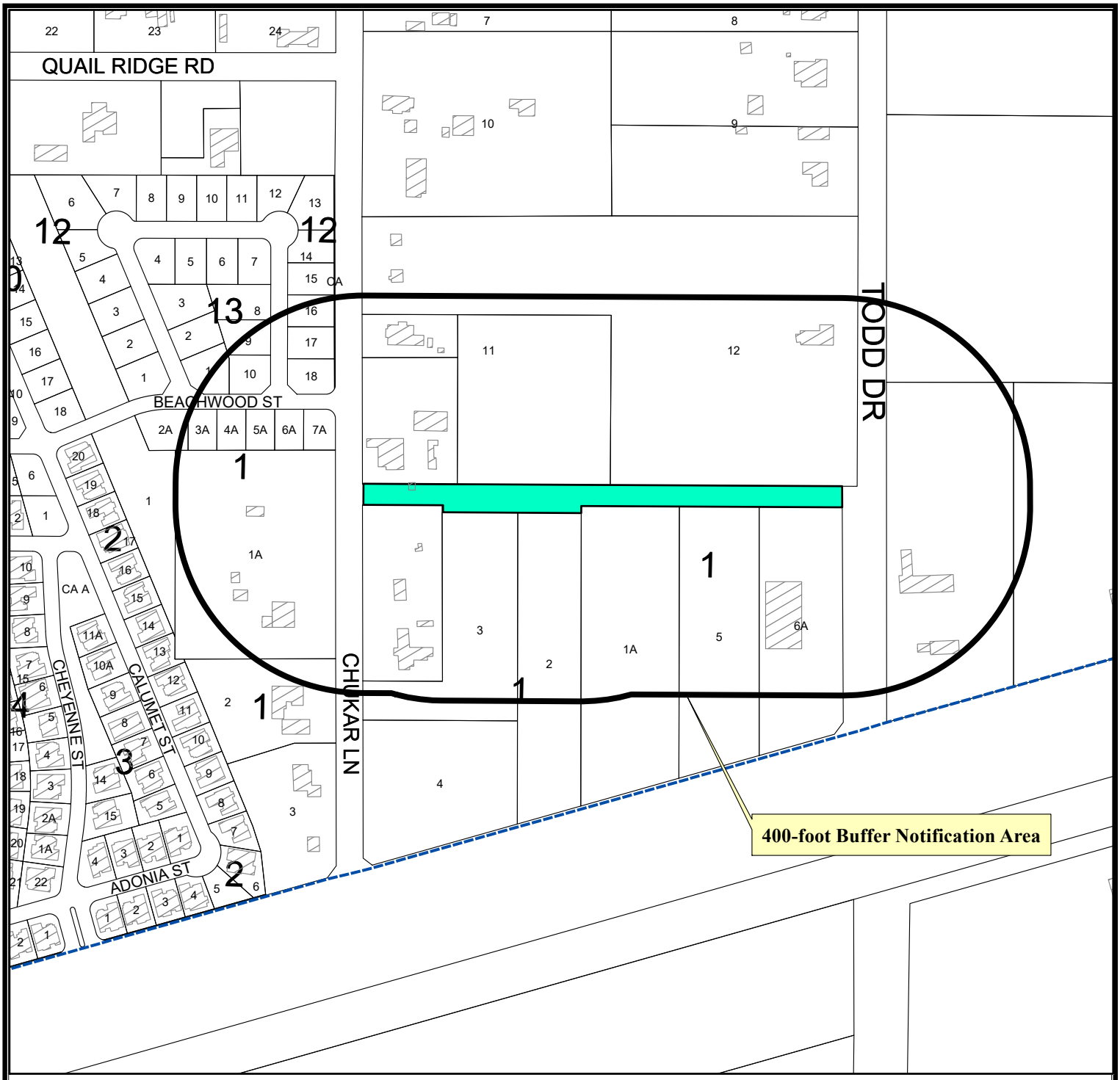
☐ 1 FOLDED Copy of Survey ☐ Survey in Digital Format (PDF/JPEG)

☐ Application Fee

Check #_____

Received By:	Date:

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

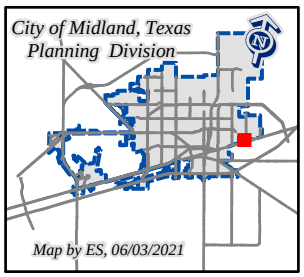
V-21-0035 **Scale: 1" = 250'**

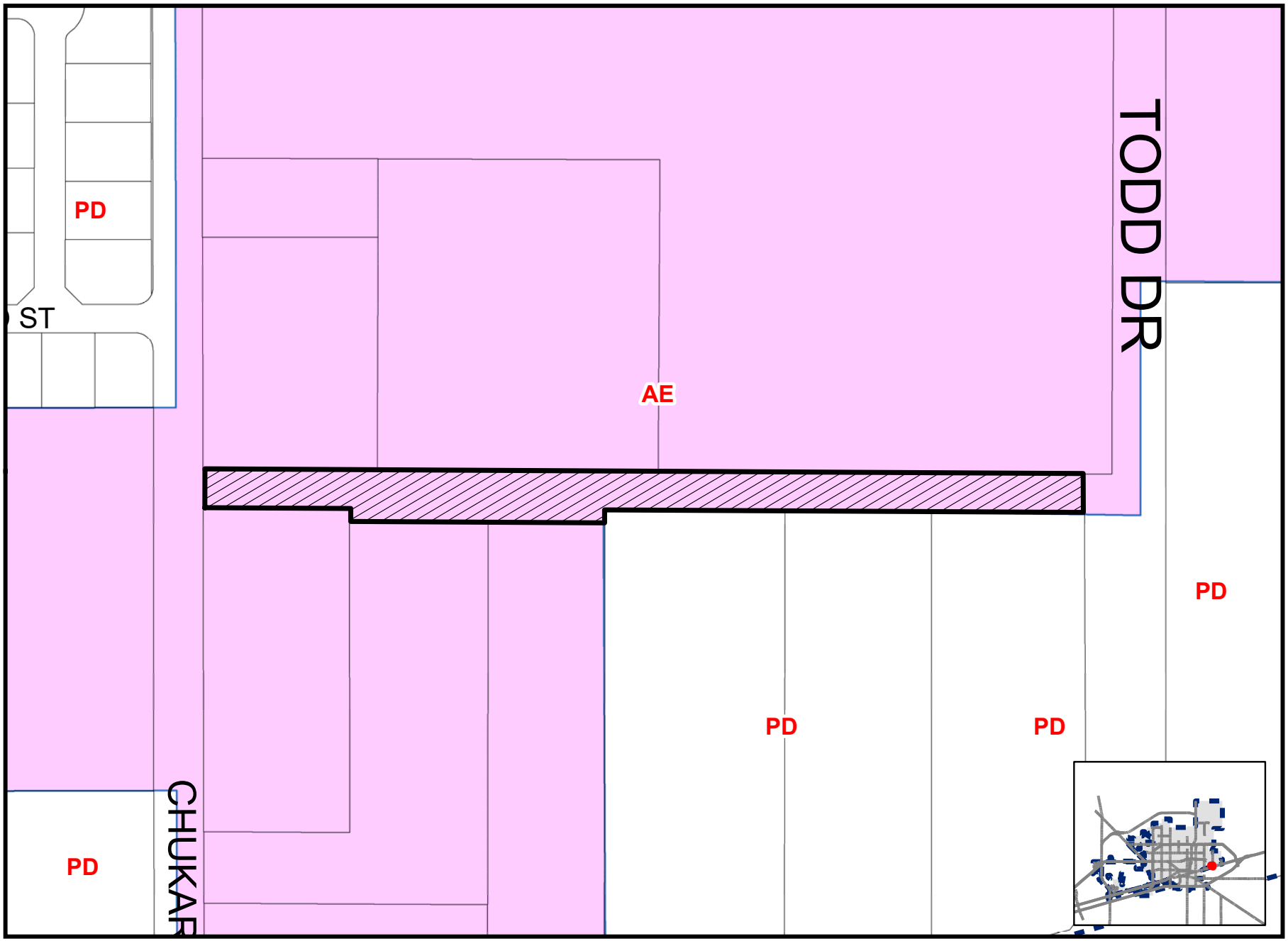
Consider a request for a vacation of a 1.15-acre portion of Reyes Street right-of-way, located in Section 42, Block 38, T-1-S, T&P RR CO Survey, City and County of Midland, Texas.

Generally located between Chukar Lane and Todd Drive, approximately 823 feet north of E. Business Interstate 20. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS
- VACATION AREA





Map By ES, 6/08/2021

Z-21-0035

Scale: 1" = 200'

ZONING MAP

NOR IS IT DESIGNED
INFORMATION CONTAINED
THE USE OF THIS DATA.

Elizabeth Shaughnessy

From: drambo@midcad.org
Sent: Thursday, June 10, 2021 3:47 PM
To: Elizabeth Shaughnessy
Subject: Re: Vacation request for Green Acres Golf, LLC

Elizabeth:

The vacation area requested is appraised at $ 19,000 per acre...or $21,850.

Dennis Rambo
Assistant Chief Appraiser
Midland Central Appraisal District
432 699 4991 ext 3030
432 689 7185 fax

From:	Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
To:	Dennis Rambo <drambo@midcad.org>
Date:	06/04/2021 02:48 PM
Subject:	Vacation request for Green Acres Golf, LLC

Mr. Rambo,

The Green Acres Golf, LLC has submitted a request to vacate the above described Right of Way (see attached exhibits). Please advise if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7407 if you have any questions. You can send your response via email to eshaughnessy@midlandtexas.gov.

Thank you for your assistance.

Respectfully,

Elizabeth Shaughnessy
Senior Planner|Development Services
O. 432-685-7400
E. eshaughnessy@midlandtexas.gov

MIDLAND
Feel the Energy!

300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

ATTENTION ELECTED OFFICIALS:
A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act. Please reply only to the sender.

[attachment "V-21-0035, Plat.pdf" deleted by Dennis Rambo/MCAD] [attachment "V-21-0035, TaxVacMCAD vac ltr.pdf" deleted by Dennis Rambo/MCAD] [attachment "V-21-0035, Location Map.pdf" deleted by Dennis Rambo/MCAD]

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

Elizabeth Shaughnessy

From: Bradley Ritter <Bradley.Ritter@AlticeUSA.com>
Sent: Tuesday, June 8, 2021 2:12 PM
To: Elizabeth Shaughnessy; Luis Montez
Cc: Eron Zapata
Subject: RE: External E-mail - Vacation request for Green Acres Golf, LLC

If the city Vacates the area that really doesn't affect us as long as the Utility Easements stay in place and are not altered. If the Utility Easements are needing to be altered the owner of the area will be responsible for the cost it will take for us to relocate in full before we will move any of our plant.

Thank You,

altice
Supervisor Ops.
Abilene, Midland, & San Angelo System's
Altice USA
P: (806)771-6256
C: (806)241-0488
E: Bradley.Ritter@AlticeTechServicesUSA.com
A: 6710 Hartford Ave. Lubbock,Tx. 79413

From: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Sent: Tuesday, June 8, 2021 2:05 PM
To: Luis Montez <Luis.Montez@AlticeUSA.com>
Cc: Bradley Ritter <Bradley.Ritter@AlticeUSA.com>; Eron Zapata <Eron.Zapata@AlticeUSA.com>
Subject: RE: External E-mail - Vacation request for Green Acres Golf, LLC

[External Email]

Caution: This email originated outside of Altice USA. Please do not click links or attachments unless you recognize the sender and know the content is safe.

Good Afternoon,

If they leave a utility easement, would you be ok with the vacation?

Respectfully,

Elizabeth Shaughnessy
Senior Planner|Development Services
O. 432-685-7400
E. eshaughnessy@midlandtexas.gov

300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

ATTENTION ELECTED OFFICIALS:
A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act. Please reply only to the sender.

From: Luis Montez <Luis.Montez@AlticeUSA.com>
Sent: Monday, June 7, 2021 9:18 AM
To: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Cc: Bradley Ritter <Bradley.Ritter@AlticeUSA.com>; Eron Zapata <Eron.Zapata@AlticeUSA.com>
Subject: RE: External E-mail - Vacation request for Green Acres Golf, LLC

Ms. Shaughnessy,
We "Suddenlink Communications" have, 96 Ct. aerial fiber & some aerial coax on those poles in that easement. **We will not vacate,** if we need to relocate, that cost will be at the owners expense.

From: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Sent: Friday, June 4, 2021 2:45 PM
To: Luis Montez <Luis.Montez@AlticeUSA.com>
Subject: External E-mail - Vacation request for Green Acres Golf, LLC

[External Email]

Caution: This email originated outside of Altice USA. Please do not click links or attachments unless you recognize the sender and know the content is safe.

Dear Mr. Montez:

The Green Acres Golf, LLC has submitted a request to vacate the above described Right of Way (see attached exhibits). Please advise if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7407 if you have any questions. You can send your response via email to eshaughnessy@midlandtexas.gov.

Thank you for your assistance.

Respectfully,

Elizabeth Shaughnessy
Senior Planner|Development Services
O. 432-685-7400
E. eshaughnessy@midlandtexas.gov



300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

ATTENTION ELECTED OFFICIALS:
A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act. Please reply only to the sender.

Caution: This email originated outside of Altice USA. Please do not click links or attachments unless you recognize the sender and know the content is safe.

The information transmitted in this email and any of its attachments is intended only for the person or entity to which it is addressed and may contain information concerning Altice USA and/or its affiliates and subsidiaries that is proprietary, privileged, confidential and/or subject to copyright. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient(s) is prohibited and may be unlawful. If you received this in error, please contact the sender immediately and delete and destroy the communication and all of the attachments you have received and all copies thereof.

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

Elizabeth Shaughnessy

From: UNDERWOOD, JERRY D <ju1659@att.com>
Sent: Tuesday, June 8, 2021 2:14 PM
To: Elizabeth Shaughnessy
Subject: RE: Vacation request for Green Acres Golf, LLC

Good afternoon,

Sorry, AT&T doesn't have any issues with this.

Thanks,
Jerry

From: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Sent: Tuesday, June 8, 2021 2:09 PM
To: UNDERWOOD, JERRY D <ju1659@att.com>
Subject: RE: Vacation request for Green Acres Golf, LLC

Good Afternoon,

Hope all is well. Just follow up so see if you has an update on this request.

Respectfully,

Elizabeth Shaughnessy
Senior Planner|Development Services
O. 432-685-7400
E. eshaughnessy@midlandtexas.gov



300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

ATTENTION ELECTED OFFICIALS:
A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act. Please reply only to the sender.

From: Elizabeth Shaughnessy
Sent: Friday, June 4, 2021 2:29 PM
To: Jerry Underwood <ju1659@att.com>
Subject: Vacation request for Green Acres Golf, LLC

Dear Mr. Underwood:

The Green Acres Golf, LLC has submitted a request to vacate the above described Right of Way (see attached exhibits). Please advise if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7407 if you have any questions. You can send your response via email to eshaughnessy@midlandtexas.gov.

Thank you for your assistance.

Respectfully,

Elizabeth Shaughnessy
Senior Planner|Development Services
O. 432-685-7400
E. eshaughnessy@midlandtexas.gov





300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

ATTENTION ELECTED OFFICIALS:
A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act. Please reply only to the sender.

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

ATMOS ENERGY

West Texas Division
P.O. Box 1111,
Midland, Texas 79702

City of Midland
Elizabeth Shaughnessy
300 N. Loraine
Midland, Texas 79701

June 7, 2021

Re: Case Name: Green Acres Golf, LLC
Case Number: V-21-0035

Ms. Shaughnessy,

Atmos Energy has no objection to the above referenced changes proposed to the Reyes Street right of way located between Chuker Lane and Todd Rd. We currently have no gas lines or facilities located within this section of right of way.
Please let me know if you have any further questions.

Sincerely,

Mark Lieb

Mark Lieb
Project Specialist
Atmos Energy/Permian Basin
432-617-3447 office
432-967-0370 cell
mark.lieb@atmosenergy.com

Elizabeth Shaughnessy

From: Vicki Byler <vicki.byler@mygrande.com>
Sent: Monday, June 7, 2021 6:46 AM
To: Elizabeth Shaughnessy
Subject: Re: Vacation request for Green Acres Golf, LLC

Elizabeth,

Grande does not have utilities in this area.

Thanks,

Vicki

On Fri, Jun 4, 2021 at 2:47 PM Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov> wrote:

> Dear Mrs. Byler:
>
> The Green Acres Golf, LLC has submitted a request to vacate the above described Right of Way (see attached exhibits). Please advise if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7407 if you have any questions. You can send your response via email to eshaughnessy@midlandtexas.gov.
>
> Thank you for your assistance.
>
> Respectfully,
>
> Elizabeth Shaughnessy
>
> Senior Planner|Development Services
>
> O. 432-685-7400
>
> E. eshaughnessy@midlandtexas.gov







300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

ATTENTION ELECTED OFFICIALS:

A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act. Please reply only to the sender.

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

Elizabeth Shaughnessy

From: drambo@midcad.org
Sent: Thursday, June 10, 2021 3:47 PM
To: Elizabeth Shaughnessy
Subject: Re: Vacation request for Green Acres Golf, LLC

Elizabeth:

The vacation area requested is appraised at $ 19,000 per acre...or $21,850.

Dennis Rambo
Assistant Chief Appraiser
Midland Central Appraisal District
432 699 4991 ext 3030
432 689 7185 fax

From:	Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
To:	Dennis Rambo <drambo@midcad.org>
Date:	06/04/2021 02:48 PM
Subject:	Vacation request for Green Acres Golf, LLC

Mr. Rambo,

The Green Acres Golf, LLC has submitted a request to vacate the above described Right of Way (see attached exhibits). Please advise if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7407 if you have any questions. You can send your response via email to eshaughnessy@midlandtexas.gov.

Thank you for your assistance.

Respectfully,

Elizabeth Shaughnessy
Senior Planner|Development Services
O. 432-685-7400
E. eshaughnessy@midlandtexas.gov

MIDLAND
Feel the Energy!

300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

ATTENTION ELECTED OFFICIALS:
A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act. Please reply only to the sender.

[attachment "V-21-0035, Plat.pdf" deleted by Dennis Rambo/MCAD] [attachment "V-21-0035, TaxVacMCAD vac ltr.pdf" deleted by Dennis Rambo/MCAD] [attachment "V-21-0035, Location Map.pdf" deleted by Dennis Rambo/MCAD]

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.


2214


MIDLAND





City Council Meeting

Item Number: 24

Meeting Date: June 22, 2021

To: City Council / City Manager

From: Elizabeth Shaughnessy, Senior Planner

Subject: AN ORDINANCE VACATING AND ABANDONING A 0.65-ACRE PORTION OF WASHITA STREET RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 24 THROUGH 27 AND LOTS 30 AND 31, BLOCK 2, 349 RANCH ESTATES, SECTION 2, AND LOT 28A, BLOCK 2, 349 RANCH ESTATES, SECTION 14, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF STATE HIGHWAY 349, APPROXIMATELY 527 FEET SOUTH OF TEJAS); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $28,203.00; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 1)

Purpose:

The applicant Maverick Engineering is requesting to vacate the 0.65-acre portion of Washita Street right-of-way, located adjacent to Lots 24 through 27 and Lots 30 and 31, Block 2, 349 Ranch Estates, Section 2; and Lot 28 A, Block 2, 349 Ranch Estates, Section 14; City and County of Midland, Texas, for the ownership of a private road.

Recommended City Council Action:

Approve

Fiscal Impact:

The appraised value of the alley right-of-way is $1.00 per square feet or $28,203.00.

Discussion:

The applicant Maverick Engineering is requesting to vacate the 0.65-acre (28,209 sqft) Washita Street right-of-way, located adjacent to Lots 24 through 27 and Lots 30 and 31, Block 2, 349 Ranch Estates, Section 2; and Lot 28 A, Block 2, 349 Ranch Estates, Section 14; City and County of Midland, Texas, for the ownership of a private road.

The Midland Central's Appraisal District's appraisal of the land is $1.00 per square foot, for a total value of $28,203.00.

The applicants will need to retain an easement for all affected utilities.

This request has been circulated and reviewed by all pertinent City departments and franchise utility companies. Their comments, conditions, and requests are as follows:

Code Compliance: (Approved)

No Oil and Gas issues.

Engineering: (Approved)

Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

No objections to vacation.

Fire: (Approved)

No objections.

Transportation: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

Code Administration:

No objection.

AT&T:

AT&T doesn't have anything in that ROW, I am good with vacating.

Atmos:

We do not have any utilities on the said street but we do have some paralleling 349. I don't think it will be a problem.



Grande:

Grande Communications does not have any facilities in the Right-of-Way. Grande has no objections to the requested Vacate.

Midland Central Appraisal District:

The value of the Washita vacation request is $ 1.00 per square foot or $ 28,203.00

Oncor:

Oncor Electric Delivery has no objection to the vacation of the above referenced right-of-way along the platted alley way located at 349 Ranch Estates, Section 2, in Block X, located in the City of Midland. Oncor Electric has no overhead or underground electric facilities located in the area noted to vacate on the indicated plat.

Suddenlink:

Suddenlink is good with the vacated area as long as the Utility Easements do not change that we are currently utilizing.

Planning:

Pertinent City departments and franchise utility companies have reviewed this vacation request and have approved it with the condition that a utility easement is retained.

Therefore, staff recommends approval for the vacation of the 0.65-acre portion of Washita Street right-of-way, located adjacent to Lots 24 through 27 and Lots 30 and 31, Block 2, 349 Ranch Estates, Section 2; and Lot 28 A, Block 2, 349 Ranch Estates, Section 14; City and County of Midland, Texas, subject to conditions A and C.

Conditions:

A. **That the City of Midland has received from the property owner the sum of $28,203.00.**

B. That an accessible nonexclusive utility easement is retained.

C. That a re-plat of the subject property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County.

Letters of Objection:

As of June 16, 2021, staff has not received any letters of objection to this request.

Attachments:

Application
Maps
Vacation Survey (Exhibits A)
Responses from Franchise Utility Companies and Midland Central Appraisal District

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE VACATING AND ABANDONING A 0.65-ACRE PORTION OF WASHITA STREET RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 24 THROUGH 27 AND LOTS 30 AND 31, BLOCK 2, 349 RANCH ESTATES, SECTION 2, AND LOT 28A, BLOCK 2, 349 RANCH ESTATES, SECTION 14, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF STATE HIGHWAY 349, APPROXIMATELY 527 FEET SOUTH OF TEJAS); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $28,203.00; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, it has been determined by the Midland City Council that a 0.65-acre portion of Washita Street right-of-way located adjacent to Lots 24 through 27 and Lots 30 and 31, Block 2, 349 Ranch Estates, Section 2, and Lot 28A, Block 2, 349 Ranch Estates, Section 14, City and County of Midland, Texas, as described in Exhibit "A" attached hereto and made a part hereof for all legal purposes (the "Property"), is no longer needed for public use; and

WHEREAS, Section 272.001 of the Texas Local Government Code provides that a political subdivision may not convey, sell, or exchange its interest in land without observing notice and bid requirements, unless the conveyance is to one or more abutting property owners; and

WHEREAS, an application for vacating the Property has been received by the City from the abutting property owner; and

WHEREAS, the City Manager has appraised the value of the City's property interest in the Property at $28,203.00, as shown in Exhibit "B" attached hereto and incorporated herein by reference; and

WHEREAS, the Council finds it to be in the public interest to abandon and vacate the Property;

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

SECTION ONE. That the Property is hereby vacated and abandoned for all public purposes. Provided, however, that the City is hereby abandoning only the public interest in the Property, and this ordinance in no way affects any private easement or access easement which abutting property owners may have in the Property.

SECTION TWO. That this ordinance shall not be effective until:

A. the City of Midland has received from the abutting property owner(s) the sum of $28,203.00; and

B. a replat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.

SECTION THREE. That the City herein retains an accessible nonexclusive utility easement across, through, over, under, on and along the Property until all entities that were using the Property for utility purposes as of the date of approval of this ordinance have abandoned their uses of the Property.

SECTION FOUR. That upon the City's receipt of the sum set forth in Section Two hereof, the City Secretary is hereby authorized and directed to file a certified copy of this ordinance with the County Clerk of Midland County, Texas, for purposes of recording in the Official Records of Midland County, Texas.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular

meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

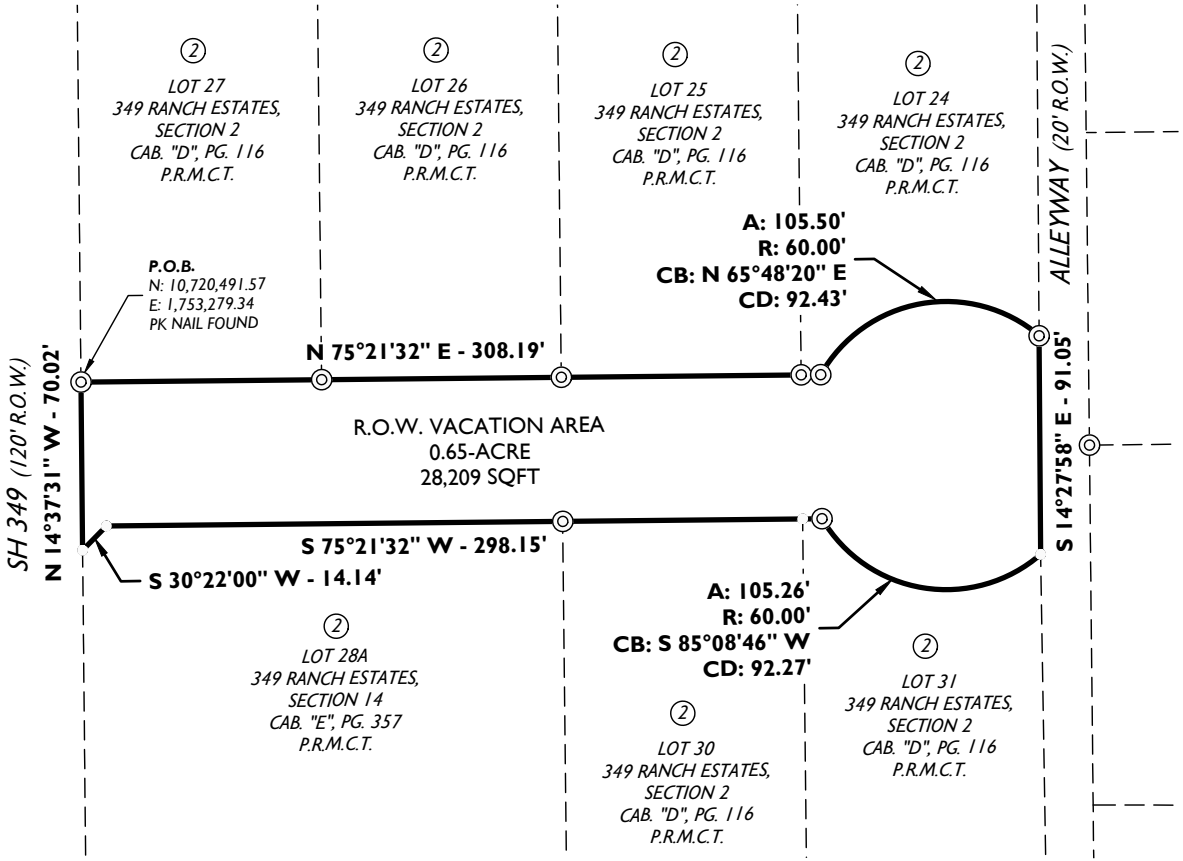
_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

"EXHIBIT A"

OF A 0.65 ACRE TRACT OF LAND, SITUATED IN SECTION 12, BLOCK X, H. P. HILLIARD SURVEY, MIDLAND COUNTY, TEXAS, FOR THE ABANDONMENT OF A PORTION OF WASHITA STREET AS DEPICTED ON THE PLAT OF 349 RANCH ESTATES, SECTION 2, AN ADDITION TO THE CITY OF MIDLAND, TEXAS



LEGEND

◎	FOUND 1/2" IRON ROD UNLESS MARKED
○	RECORD LOT CORNER
D.R.M.C.T.	DEED RECORDS MIDLAND CO. TX
P.R.M.C.T.	PLAT RECORDS MIDLAND CO. TX
– – – – –	EXISTING LOTS
———	PARENT TRACT BOUNDARY

N W E S

0' 80' 160'

ORIGINAL SCALE : 1"- 80'

LEGAL DESCRIPTION

FIELD NOTE DESCRIPTION OF A 0.65 ACRE TRACT OF LAND, SITUATED IN SECTION 12, BLOCK X, H. P. HILLIARD SURVEY, MIDLAND COUNTY, TEXAS, FOR THE ABANDONMENT OF "WASHITA STREET" AS DEPICTED ON THE PLAT OF "349 RANCH ESTATES, SECTION 2", RECORDED IN CABINET D ON PAGE 116 OF THE PLAT RECORDS OF SAID MIDLAND COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

***BEGINNING** AT N.(Y):10720491.57, E.(X):1753279.34, A P. K. NAIL FOUND AND ACCEPTED AS THE SOUTHWEST CORNER OF LOT 27 OF SAID 349 RANCH ESTATES SECTION 2 ON THE EAST RIGHT-OF-WAY LINE OF STATE HIGHWAY 349 FOR THE NORTHWEST CORNER HEREOF;*

***THENCE** N.75°21'32"E., ALONG THE NORTH LINE OF SAID "WASHITA STREET", AT 100.24 FEET PASSING A ONE HALF INCH IRON ROD AT THE SOUTHEAST CORNER OF SAID LOT 27, AT 200.11 FEET PASSING A ONE HALF INCH IRON ROD AT THE SOUTHEAST CORNER OF SAID LOT 26, AT 300.04 FEET PASSING A ONE HALF INCH IRON ROD AT THE SOUTHEAST CORNER OF SAID LOT 25, IN ALL 308.19 FEET TO A ONE HALF INCH IRON ROD FOUND AT THE POINT OF CURVATURE FOR A PORTION OF A CUL-DE-SAC TO THE RIGHT HAVING A RADIUS OF 60.00 FEET AND A CHORD BEARING AND DISTANCE OF N.65°48'20"E., 92.43 FEET;*

***THENCE** AROUND THE ARC OF SAID PORTION OF SAID CUL-DE-SAC AN ARC DISTANCE OF 105.50 FEET TO A ONE HALF INCH IRON ROD FOUND AT THE POINT OF TANGENCY ON THE EAST LINE OF AN ALLEY AS DEPICTED ON SAID PLAT;*

***THENCE** S.14°27'58"E., ALONG SAID ALLEY 91.05 FEET TO THE POINT OF CURVATURE FOR THE REMAINING PORTION OF SAID CUL-DE-SAC TO THE RIGHT HAVING A RADIUS OF 60.00 FEET AND A CHORD BEARING AND DISTANCE OF S.85°08'46"W., 92.27 FEET;*

***THENCE** AROUND THE ARC OF SAID REMAINING PORTION OF SAID CUL-DE-SAC AN ARC DISTANCE OF 105.26 FEET TO A ONE HALF INCH IRON ROD FOUND AT THE POINT OF TANGENCY ON THE SOUTH LINE OF SAID WASHITA STREET;*

***THENCE** S.75°21'32"W., ALONG THE SOUTH LINE OF SAID "WASHITA STREET", AT 108.05 FEET PASSING A ONE HALF INCH IRON ROD AT THE NORTHWEST CORNER OF LOT 30, IN ALL 298.15 FEET TO A POINT FOR A CUTBACK CORNER ON SAID WASHITA STREET AND LOT 28A, BLOCK 2, "349 RANCH ESTATES SECTION 14" RECORDED IN CABINET E ON PAGE 357 OF SAID PLAT RECORDS ;*

***THENCE** S.30°22'00"W., ACROSS SAID CUTBACK 14.14 FEET TO A POINT IN SAID EAST RIGHT-OF- WAY LINE OF SAID STATE HIGHWAY 349 AT THE WEST NORTHWEST CORNER OF SAID LOT 28A FOR THE SOUTHWEST CORNER HEREOF;*

***THENCE** N.14°37'31"W., ALONG SAID EAST RIGHT-OF-WAY LINE, CROSSING SAID "WASHITA STREET". 70.02 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.65 ACRE OF LAND.*

I GREGORY W. SHOULTS DO HEREBY CERTIFY THAT THIS PLAT IS BASED UPON FIELD NOTES OR ELECTRONIC DATA OF AN ACTUAL ON THE GROUND SURVEY AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GREGORY W. SHOULTS R.P.L.S.#5356

10 MAY 2021

STATE OF TEXAS
REGISTERED
GREGORY W. SHOULTS
5356
PROFESSIONAL
LAND SURVEYOR

BEARING BASIS

BASIS OF BEARING, DISTANCE AND COORDINATES ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, NAD 83, U.S. SURVEY FOOT.

MAVERICK
ENGINEERING / SURVEY / WATER RESOURCES
1909 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0222 Fax: (432) 262-0989
www.Maverick-Eng.com

MIDLAND
Feel the Energy!

Office of the City Manager

June 10, 2021

Midland City Council
City of Midland, Texas

RE: Request for vacation of a 0.65-acre portion of Washita Street right-of-way located adjacent to Lots 24 through 27 and Lots 30 and 31, Block 2, 349 Ranch Estates, Section 2, and Lot 28A, Block 2, 349 Ranch Estates, Section 14, City and County of Midland, Texas

Dear Members of the City Council:

The above-referenced property has been appraised in accordance with Chapter 272 of the Texas Local Government Code. The fair market value of the property is $28,203.00. The property can be vacated and recorded in the Midland County Clerk's office when the City of Midland has received this amount from the adjoining property owner(s).

Very truly yours,

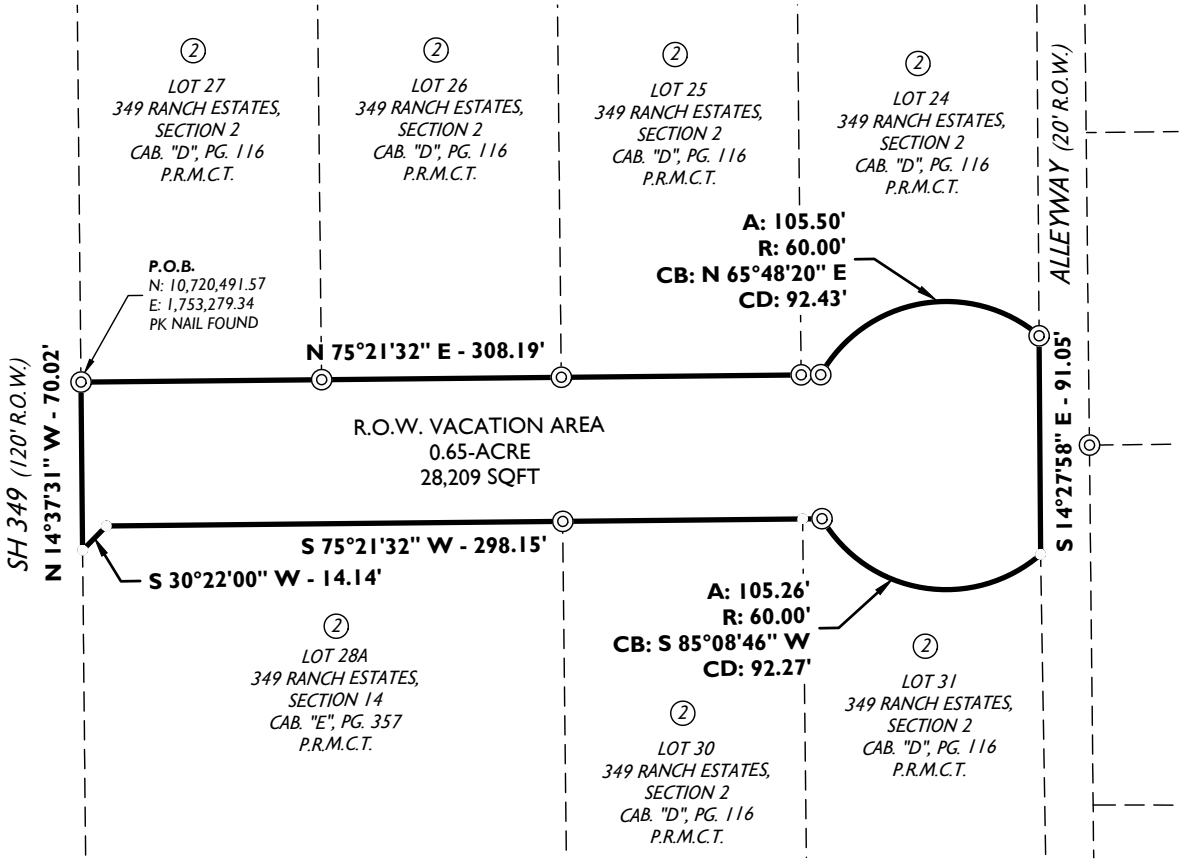
Robert Patrick
City Manager

EXHIBIT "B"

300 N. Loraine, Midland TX 79701 • 432-685-7202 • Fax 432-686-1600

"EXHIBIT A"

OF A 0.65 ACRE TRACT OF LAND, SITUATED IN SECTION 12, BLOCK X, H. P. HILLIARD SURVEY, MIDLAND COUNTY, TEXAS, FOR THE ABANDONMENT OF A PORTION OF WASHITA STREET AS DEPICTED ON THE PLAT OF 349 RANCH ESTATES, SECTION 2, AN ADDITION TO THE CITY OF MIDLAND, TEXAS



LEGEND

◎	FOUND 1/2" IRON ROD UNLESS MARKED
○	RECORD LOT CORNER
D.R.M.C.T.	DEED RECORDS MIDLAND CO. TX
P.R.M.C.T.	PLAT RECORDS MIDLAND CO. TX
– – – – –	EXISTING LOTS
———	PARENT TRACT BOUNDARY



0' 80' 160'

ORIGINAL SCALE : 1"- 80'

LEGAL DESCRIPTION

FIELD NOTE DESCRIPTION OF A 0.65 ACRE TRACT OF LAND, SITUATED IN SECTION 12, BLOCK X, H. P. HILLIARD SURVEY, MIDLAND COUNTY, TEXAS, FOR THE ABANDONMENT OF "WASHITA STREET" AS DEPICTED ON THE PLAT OF "349 RANCH ESTATES, SECTION 2", RECORDED IN CABINET D ON PAGE 116 OF THE PLAT RECORDS OF SAID MIDLAND COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

***BEGINNING** AT N.(Y):10720491.57, E.(X):1753279.34, A P. K. NAIL FOUND AND ACCEPTED AS THE SOUTHWEST CORNER OF LOT 27 OF SAID 349 RANCH ESTATES SECTION 2 ON THE EAST RIGHT-OF-WAY LINE OF STATE HIGHWAY 349 FOR THE NORTHWEST CORNER HEREOF;*

***THENCE** N.75°21'32"E., ALONG THE NORTH LINE OF SAID "WASHITA STREET", AT 100.24 FEET PASSING A ONE HALF INCH IRON ROD AT THE SOUTHEAST CORNER OF SAID LOT 27, AT 200.11 FEET PASSING A ONE HALF INCH IRON ROD AT THE SOUTHEAST CORNER OF SAID LOT 26, AT 300.04 FEET PASSING A ONE HALF INCH IRON ROD AT THE SOUTHEAST CORNER OF SAID LOT 25, IN ALL 308.19 FEET TO A ONE HALF INCH IRON ROD FOUND AT THE POINT OF CURVATURE FOR A PORTION OF A CUL-DE-SAC TO THE RIGHT HAVING A RADIUS OF 60.00 FEET AND A CHORD BEARING AND DISTANCE OF N.65°48'20"E., 92.43 FEET;*

***THENCE** AROUND THE ARC OF SAID PORTION OF SAID CUL-DE-SAC AN ARC DISTANCE OF 105.50 FEET TO A ONE HALF INCH IRON ROD FOUND AT THE POINT OF TANGENCY ON THE EAST LINE OF AN ALLEY AS DEPICTED ON SAID PLAT;*

***THENCE** S.14°27'58"E., ALONG SAID ALLEY 91.05 FEET TO THE POINT OF CURVATURE FOR THE REMAINING PORTION OF SAID CUL-DE-SAC TO THE RIGHT HAVING A RADIUS OF 60.00 FEET AND A CHORD BEARING AND DISTANCE OF S.85°08'46"W., 92.27 FEET;*

***THENCE** AROUND THE ARC OF SAID REMAINING PORTION OF SAID CUL-DE-SAC AN ARC DISTANCE OF 105.26 FEET TO A ONE HALF INCH IRON ROD FOUND AT THE POINT OF TANGENCY ON THE SOUTH LINE OF SAID WASHITA STREET;*

***THENCE** S.75°21'32"W., ALONG THE SOUTH LINE OF SAID "WASHITA STREET", AT 108.05 FEET PASSING A ONE HALF INCH IRON ROD AT THE NORTHWEST CORNER OF LOT 30, IN ALL 298.15 FEET TO A POINT FOR A CUTBACK CORNER ON SAID WASHITA STREET AND LOT 28A, BLOCK 2, "349 RANCH ESTATES SECTION 14" RECORDED IN CABINET E ON PAGE 357 OF SAID PLAT RECORDS ;*

***THENCE** S.30°22'00"W., ACROSS SAID CUTBACK 14.14 FEET TO A POINT IN SAID EAST RIGHT-OF- WAY LINE OF SAID STATE HIGHWAY 349 AT THE WEST NORTHWEST CORNER OF SAID LOT 28A FOR THE SOUTHWEST CORNER HEREOF;*

***THENCE** N.14°37'31"W., ALONG SAID EAST RIGHT-OF-WAY LINE, CROSSING SAID "WASHITA STREET". 70.02 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.65 ACRE OF LAND.*

I GREGORY W. SHOULTS DO HEREBY CERTIFY THAT THIS PLAT IS BASED UPON FIELD NOTES OR ELECTRONIC DATA OF AN ACTUAL ON THE GROUND SURVEY AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GREGORY W. SHOULTS R.P.L.S.#5356

10 MAY 2021



BEARING BASIS

BASIS OF BEARING, DISTANCE AND COORDINATES ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, NAD 83, U.S. SURVEY FOOT.

MAVERICK
ENGINEERING / SURVEY / WATER RESOURCES
1909 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0222 Fax: (432) 262-0989
www.Maverick-Eng.com

MIDLAND
Planning Division

Vacate Right-of-Way/Public Utility Easement/Land/Street Application

Project Number: V-21-0034

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Maverick Engineering		Phone (432)262-0999 Email phuckaba@maverick-eng.com	
Address 1909 W Wall St Ste K	City Midland	State TX	Zip 79701

Application is hereby made to the City Council to vacate the following:

- ☐ Right-of-Way
- ☐ Public Utility Easement
- ☐ Land
- ☒ Street

Description of Address: Washita St. 0.68 Acres, 29,481 sq.ft., situated in Section 12, Block X, H.P. Hilliard Survey, Midland County, TX

Reason for Request: Ownership for Private Road reasons

Reasons, in applicant's opinion, why the requested vacation will not adversely affect the public welfare or will contribute to it in a positive way: This development will positively impact the public by allowing the applicant to make improvements to currently unimproved property

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Sealed metes and bounds description of the property to be vacated (included on the map) and total square feet of vacation. Include ownership, legal and deed information for adjacent property owners
- Digital Copies of Survey (PDF/JPEG)

Utility Company Approval

Clearance is needed from the following utility companies:

- City of Midland
- AT&T
- Atmos Energy
- Suddenlink Cable TV Co.
- Oncor Electric
- Grande Communications

The City will route the request to these companies, but it is the applicant's responsibility to ensure clearance has been obtained to resolve any issues that may arise.

Policies

1. If the vacation request involves only a portion of a section right-of-way, such that approval would not affect the public's ability to travel along said right-of-way, then the request will be scheduled for consideration by the City Council. No public hearing will be needed.

2. If the vacation request involves an entire section of right-of-way, such that approval would cause the public to lose all rights to use it, then the following procedures apply:

   a. Nearby land owners who have a reasonable expectation to use said right-of-way, as determined by the Transportation Division, must first agree to the proposed vacation. It is the applicant's responsibility to obtain a letter of concurrence signed by the affected landowners.

   b. If all letters are received indicating that the affected landowners agree to the request, then a public hearing before the City Council will be scheduled. The Transportation Division will mail public notice of the hearing to landowners within 400 feet of the affected right-of-way.

   c. If a request is approved, the right-of-way shall be divided into two equal parts, with each half becoming the property of the respective abutting owner. If the applicant desires to own the entire width, he or she must negotiate with the opposite landowner.

Signatures

Applicant (signature):		Date: 04/16/2021
Affected Property Owners:		
Signature: John C Schaubauer	Print: John C. Schaubauer	Date: 4/29/21
Signature:	Print:	Date
Signature:	Print:	Date
Signature:	Print:	Date

The Vacation of right-of-way/public utility easement/land/street shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

FOR OFFICE USE ONLY

☑ 1 FOLDED Copy of Survey ☑ Survey in Digital Format (PDF/JPEG)

☑ Application Fee

Check # 3428

Received By: Joseph Marquez Date:

RECEIVED
MAY 0 5 2021
BY:

** Application will not be considered for scheduling until reviewed by a planner **



LOCATION MAP

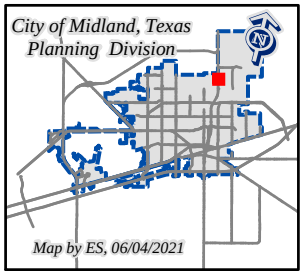
V-21-0034 **Scale: 1" = 250'**

Consider a request for a vacation of a 0.65-acre portion of Washita Street right-of-way, located adjacent to Lots 24 through 27 and Lots 30 and 31, Block 2, 349 Ranch Estates, Section 2; and Lot 28 A, Block 2, 349 Ranch Estates, Section 14; City and County of Midland, Texas.

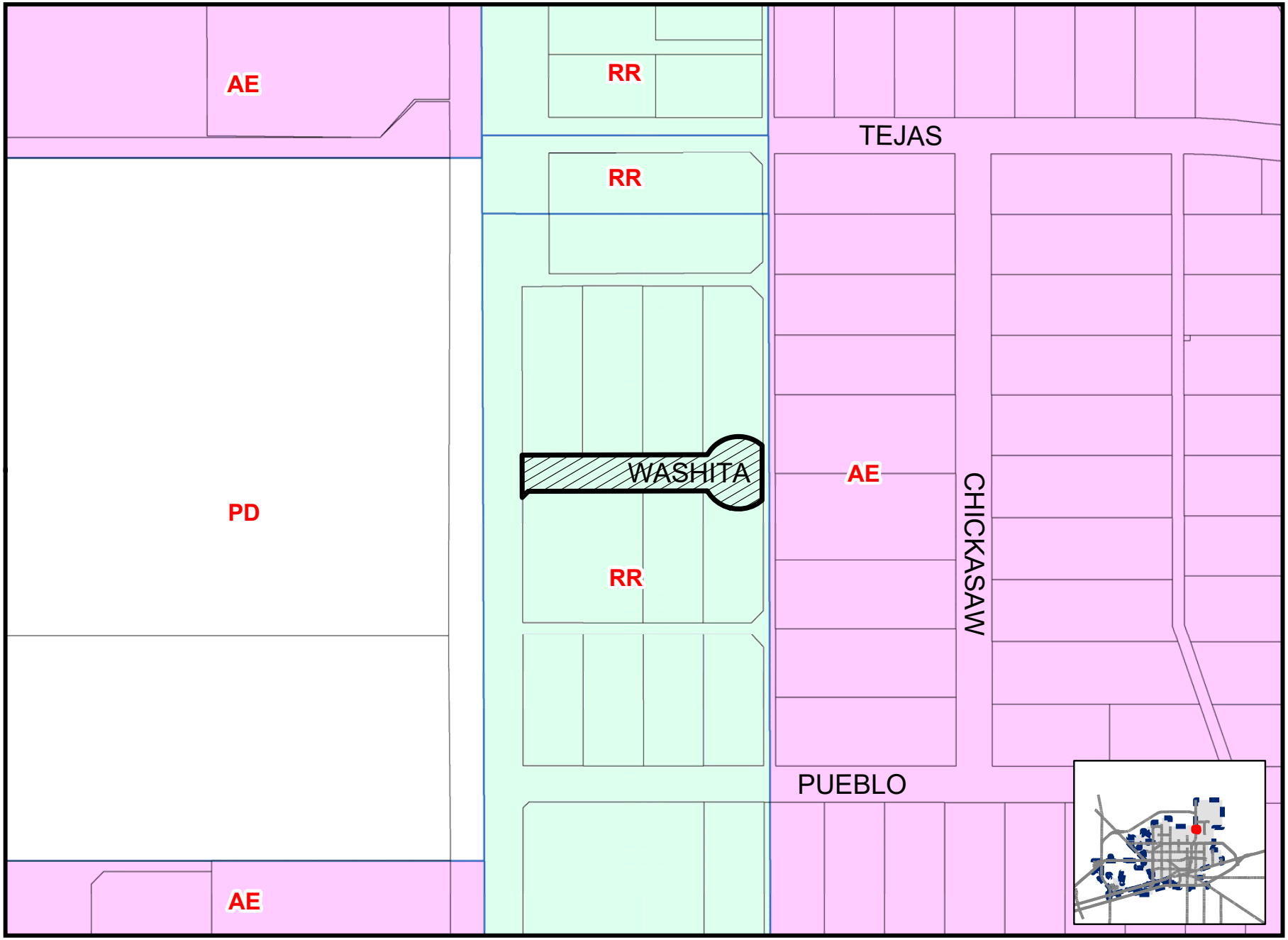
Generally located on the west side of State Highway 349, approximately 527 feet south of Tejas Street. (Council District 1)

L E G E N D

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS
- VACATION AREA



June 22, 2021



Map By ES, 6/08/2021

Z-21-0034

Scale: 1" = 200'

ZONING MAP

PACKET
24.14
June 22, 2021

From:	Bradley Ritter
To:	Paladin Huckaba; Elizabeth Shaughnessy
Cc:	Luis Montez
Subject:	RE: External E-mail - Vacation request Washita St
Date:	Friday, May 28, 2021 2:14:57 PM
Attachments:	image002.png image003.png image004.png image005.png image006.png image007.png image008.png image009.png

---

Yes sir no problem

Thank You,



Supervisor Ops.
Abilene, Midland, & San Angelo System's
Altice USA
P: (806)771-6256
C: (806)241-0488
E: Bradley.Ritter@AlticeTechServicesUSA.com
A: 6710 Hartford Ave. Lubbock,Tx. 79413

From: Paladin Huckaba <PHuckaba@maverick-eng.com>
Sent: Friday, May 28, 2021 2:11 PM
To: Bradley Ritter <Bradley.Ritter@AlticeUSA.com>; Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Cc: Luis Montez <Luis.Montez@AlticeUSA.com>
Subject: RE: External E-mail - Vacation request Washita St

[External Email]

Caution: This email originated outside of Altice USA. Please do not click links or attachments unless you recognize the sender and know the content is safe.

Thanks again Brad

Paladin Huckaba



Mailing PO Box 6040, Midland, TX 79704
Physical 1909 W. Wall St., Suite K, Midland, TX 79701
Office 432.262.0999 | **Cell** 432.266.8289 | www.maverick-eng.com

From: Bradley Ritter <Bradley.Ritter@AlticeUSA.com>
Sent: Friday, May 28, 2021 2:01 PM
To: Paladin Huckaba <PHuckaba@maverick-eng.com>; Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Cc: Luis Montez <Luis.Montez@AlticeUSA.com>
Subject: RE: External E-mail - Vacation request Washita St

Suddenlink is good with the vacated area as long as the Utility Easements do not change that we are currently utilizing

Thank You,

altice
Supervisor Ops.
Abilene, Midland, & San Angelo System's
Altice USA
P: (806)771-6256
C: (806)241-0488
E: Bradley.Ritter@AlticeTechServicesUSA.com
A: 6710 Hartford Ave. Lubbock,Tx. 79413

From: Paladin Huckaba <PHuckaba@maverick-eng.com>
Sent: Friday, May 28, 2021 12:22 PM
To: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Cc: Bradley Ritter <Bradley.Ritter@AlticeUSA.com>; Luis Montez <Luis.Montez@AlticeUSA.com>
Subject: FW: External E-mail - Vacation request Washita St

[External Email]

Caution: This email originated outside of Altice USA. Please do not click links or attachments unless you recognize the sender and know the content is safe.

Liz,

Brad and I were able to discuss and we made some clarifications on what's happening with this exactly.

I believe they're good with what we're proposing now and should be able to OK the vacation to proceed and they'll check our final plat to make sure we've dedicated these areas as utility easements where they're riding overhead.

Thanks all have a great holiday weekend.

Best,

Paladin

Paladin Huckaba

MAVERICK
ENGINEERING · SURVEY · WATER RESOURCES

Mailing PO Box 6040, Midland, TX 79704
Physical 1909 W. Wall St., Suite K, Midland, TX 79701
Office 432.262.0999 | **Cell** 432.266.8289 | www.maverick-eng.com

---

From: Paladin Huckaba
Sent: Wednesday, May 26, 2021 9:28 AM
To: Bradley Ritter <Bradley.Ritter@AlticeUSA.com>; Luis Montez <Luis.Montez@AlticeUSA.com>
Cc: Andrew Mellen <AMellen@maverick-eng.com>
Subject: RE: External E-mail - Vacation request Washita St

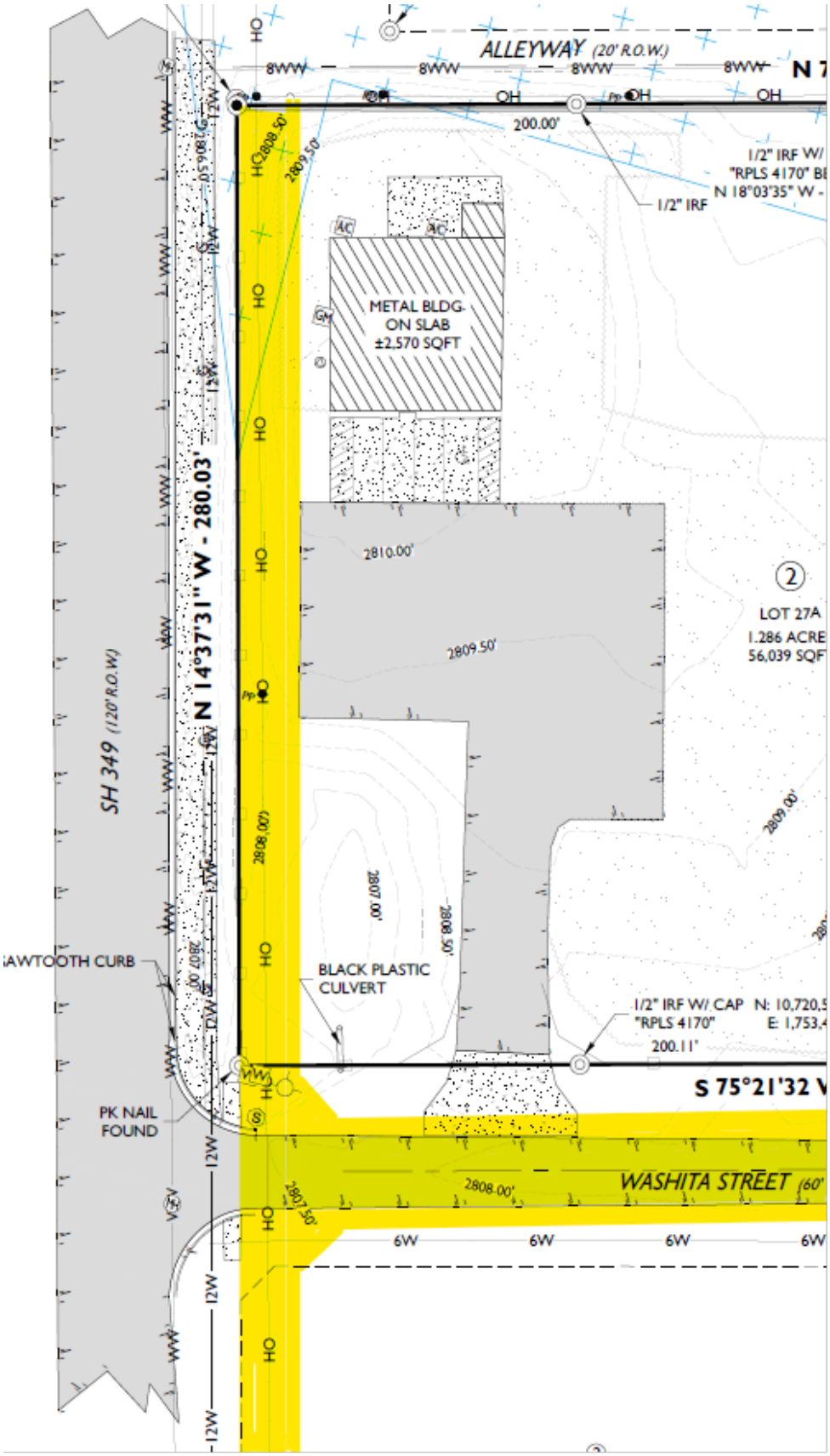
Bradley, Luis –

Just a couple things I'm seeing here. I'd be interested to get your take.

According to the original subdivision plats, as well as our boundary solutions, we currently have the OH lines on the west side of the private property. See the three instruments attached. The 210019 file is our sketch plat which shows the existing conditions.

The chances are high that there is a utility easement for that OH electric that you guys are riding that was dedicated separately from the plats, but we do not have record of this. At any rate its likely prescriptive.

However, because we are currently re-platting this area we will probably dedicate all new easements on the west side of the lots and also partially where the old Washita Public ROW will be as the City has facilities there too as you can see. Something like the below.


ALLEYWAY (20' R.O.W.)
200.00'
1/2" IRF
METAL BLDG.
ON SLAB
±2,570 SQFT
2810.00'
2809.50'
LOT 27A
1.286 ACRE
56,039 SQF
SH 349 (120' R.O.W.)
N 14°37'31" W - 280.03'
SAWTOOTH CURB
BLACK PLASTIC
CULVERT
1/2" IRF W/ CAP
"RPLS 4170"
200.11'
PK NAIL
FOUND
WASHITA STREET (60'
2808.00'
2807.50'
2807.00'
2808.50'
2809.00'

I think ONCOR will require this as a condition of the plat and vacation approval as well.

Would this solution be good with you guys too?

The property owner does not have any plans to re-orient the existing facilities on or adjacent to site.

He literally began this process just to combine 4 lots into 2 and this whole deal with Washita came up from the City requesting us to take that cul-de-sac back private.

Take a look and let me know if we can work something out.

Thanks,

P

Paladin Huckaba

MAVERICK
ENGINEERING · SURVEY · WATER RESOURCES

Mailing PO Box 6040, Midland, TX 79704
Physical 1909 W. Wall St., Suite K, Midland, TX 79701
Office 432.262.0999 | **Cell** 432.266.8289 | www.maverick-eng.com

---

From: Bradley Ritter <Bradley.Ritter@AlticeUSA.com>
Sent: Monday, May 24, 2021 3:35 PM
To: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Cc: Luis Montez <Luis.Montez@AlticeUSA.com>; Paladin Huckaba <PHuckaba@maverick-eng.com>
Subject: Re: External E-mail - Vacation request Washita St

SUDDENLINK is not vacating

Sent from my iPhone

> On May 24, 2021, at 8:53 AM, Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov> wrote:
>
> **[External Email]**
>
> **Caution: This email originated outside of Altice USA. Please do not click links or attachments unless you recognize the sender and**

know the content is safe.

Luis, I do not understand what you mean? I just need to know if you are approving them to vacate or not.

From what Paladin stated earlier in his email it seems that 349 will not be affected. Is that correct Paladin?

Liz

From: Luis Montez <Luis.Montez@AlticeUSA.com>
Sent: Thursday, May 20, 2021 4:08 PM
To: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>; Paladin Huckaba <PHuckaba@maverick-eng.com>
Cc: Bradley Ritter <Bradley.Ritter@AlticeUSA.com>
Subject: RE: External E-mail - Vacation request Washita St

If I vacate the easement & someone tears us down we would be responsible for replacing our plant. We have fiber & coax running aerial on these poles off, State Hwy 349,
I responded to this request in an earlier email. There would be a charge for us to relocate to underground, our plant is on the TxDot ROW.

From: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Sent: Wednesday, May 19, 2021 5:42 PM
To: Paladin Huckaba <PHuckaba@maverick-eng.com>; Luis Montez <Luis.Montez@AlticeUSA.com>
Subject: RE: External E-mail - Vacation request Washita St

[External Email]

Caution: This email originated outside of Altice USA. Please do not click links or attachments unless you recognize the sender and know the content is safe.

Hi Luis,

Just checking in to see if you have an update for us?

Thanks!

Respectfully,

Elizabeth Shaughnessy
Senior Planner|Development Services
O. 432-685-7400
E. eshaughnessy@midlandtexas.gov





300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

ATTENTION ELECTED OFFICIALS:
A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act.
Please reply only to the sender.

From: Paladin Huckaba <PHuckaba@maverick-eng.com>
Sent: Monday, May 10, 2021 2:04 PM
To: Luis Montez <Luis.Montez@AlticeUSA.com>; Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Subject: RE: External E-mail - Vacation request Washita St

Hey Luis,

FYI, there is no planned change to the little access there that serves those 7-8 lots.

We're just being asked to vacate it by the City because it is currently unimproved City ROW. They just want us to make it a private drive to serve those commercial lots on the 349 frontage.

If there are no conflicts now on the 349 entrance, I can't see how there would be going forward. But check it out and let us know if you have additional concerns.

Alleyway is remaining intact.

Thanks sir!

P

Paladin Huckaba

MAVERICK
ENGINEERING · SURVEY · WATER RESOURCES
Mailing PO Box 6040, Midland, TX 79704
Physical 1909 W. Wall St., Suite K, Midland, TX 79701
Office 432.262.0999 | **Cell** 432.266.8289 | www.maverick-eng.com

---

From: Luis Montez <Luis.Montez@AlticeUSA.com>
Sent: Monday, May 10, 2021 12:08 PM
To: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Cc: Paladin Huckaba <PHuckaba@maverick-eng.com>
Subject: RE: External E-mail - Vacation request Washita St

There will be a cost for us to relocate to underground easement, I am afraid if they get a big truck going through the entrance & they end up damaging our fiber & coax, I will have to check the location & footages.

From: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Sent: Monday, May 10, 2021 10:06 AM
To: Luis Montez <Luis.Montez@AlticeUSA.com>
Cc: Paladin Huckaba <PHuckaba@maverick-eng.com>
Subject: RE: External E-mail - Vacation request Washita St

[External Email]

Caution: This email originated outside of Altice USA. Please do not click links or attachments unless you recognize the sender and know the content is safe.

Morning Luis,

Would you be ok if they vacate and leave an easement?

Respectfully,

Elizabeth Shaughnessy
Senior Planner|Development Services
O. 432-685-7400
E. eshaughnessy@midlandtexas.gov

MIDLAND
Feel the Energy!

300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

ATTENTION ELECTED OFFICIALS:
A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act.
Please reply only to the sender.

From: Luis Montez <Luis.Montez@AlticeUSA.com>
Sent: Sunday, May 9, 2021 9:06 PM
To: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Subject: RE: External E-mail - Vacation request Washita St

We (Suddenlink Communications) have aerial fiber & coax plant on the poles in the Alley way & The entrance off N Hwy 349 we cannot vacate as, it feeds all of the new build residential homes for, Betenbough, & DR Horton Homes

---

From: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Sent: Friday, May 7, 2021 1:07 PM
To: Luis Montez <Luis.Montez@AlticeUSA.com>
Subject: External E-mail - Vacation request Washita St

[External Email]

Caution: This email originated outside of Altice USA. Please do not click links or attachments unless you recognize the sender and know the content is safe.

Dear Mr. Montez:

Maverick Engineering has submitted a request to vacate the above described Right of Way (see attached exhibit). Please advise if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7407 if you have any questions. You can send your response via email to eshaughnessy@midlandtexas.gov.

Thank you for your assistance.

Respectfully,

Elizabeth Shaughnessy
Senior Planner|Development Services
O. 432-685-7400
E. eshaughnessy@midlandtexas.gov





300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

ATTENTION ELECTED OFFICIALS:
A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act. Please reply only to the sender.

Caution: This email originated outside of Altice USA. Please do not click links or attachments unless you recognize the sender and know the content is safe.

The information transmitted in this email and any of its attachments is intended only for the person or entity to which it is addressed and may contain information concerning Altice USA and/or its affiliates and subsidiaries that is proprietary, privileged, confidential and/or subject to copyright. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient(s) is prohibited and may be unlawful. If you received this in error, please contact the sender immediately and delete and destroy the communication and all of the attachments you have received and all copies thereof.

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

CAUTION: This email originated from outside your organization — exercise caution when opening

attachments or clicking links, especially from unknown senders.

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

From: UNDERWOOD, JERRY D
To: Elizabeth Shaughnessy
Subject: RE: Vacation Request Washita Request
Date: Friday, May 7, 2021 2:12:15 PM
Attachments: image001.png
image002.png
image003.png
image004.png

Good afternoon,

AT&T doesn't have anything in that ROW, I am good with vacating.

Thanks,
Jerry

From: TODE, MICHAEL <MT2487@att.com>
Sent: Friday, May 7, 2021 1:17 PM
To: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>; UNDERWOOD, JERRY D <ju1659@att.com>
Subject: FW: Vacation Request Washita Request

Ms. Shaughnessy –

I have taken a different position with AT&T and am no longer in Midland.

The person you need to reach is Jerry Underwood (Cc'd this email).

thx,
mt

From: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Sent: Friday, May 7, 2021 1:08 PM
To: TODE, MICHAEL <MT2487@att.com>
Subject: Vacation Request Washita Request

Dear Mr. Tode:

Maverick Engineering has submitted a request to vacate the above described Right of Way (see attached exhibit). Please advise if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7407 if you have any questions. You can send your response via email to eshaughnessy@midlandtexas.gov.

Thank you for your assistance.

Respectfully,

Elizabeth Shaughnessy
Senior Planner|Development Services
O. 432-685-7400
E. eshaughnessy@midlandtexas.gov





300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

ATTENTION ELECTED OFFICIALS:
A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act. Please reply only to the sender.

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

From: drambo@midcad.org
To: Elizabeth Shaughnessy
Subject: Re: Vacation Request Washita St
Date: Tuesday, May 11, 2021 5:33:03 PM
Attachments: ATT00001.png
ATT00002.png
ATT00003.png
ATT00004.png

ELIZAETH....THE VALUE OF THE WASHITA VACATION REQUEST IS $ 1.00 PER SQFT OR $ 28,203.

Dennis Rambo
Assistant Chief Appraiser
Midland Central Appraisal District
432 699 4991 ext 3030
432 689 7185 fax

From: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
To: Dennis Rambo <drambo@midcad.org>
Date: 05/07/2021 01:07 PM
Subject: Vacation Request Washita St

Dear Mr. Rambo:

Maverick Engineering has submitted a request to vacate the above described Right of Way (see attached exhibit). Please advise if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7407 if you have any questions. You can send your response via email to eshaughnessy@midlandtexas.gov.

Thank you for your assistance.

Respectfully,

Elizabeth Shaughnessy
Senior Planner|Development Services
O. 432-685-7400
E. eshaughnessy@midlandtexas.gov

MIDLAND
Feel the Energy!

300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

ATTENTION ELECTED OFFICIALS:
A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act. Please reply only to the sender.

[attachment "V-21-0034 - Location Map.pdf" deleted by Dennis Rambo/MCAD] [attachment "V-21-0034 - Washita Vacation_Exhibit A.pdf" deleted by Dennis Rambo/MCAD] [attachment "V-21-0034, TaxVacMCAD vac ltr.pdf" deleted by Dennis Rambo/MCAD]

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

From:	Padilla, Cesar
To:	Elizabeth Shaughnessy
Subject:	RE: Vacation request Washita Street
Date:	Friday, May 7, 2021 1:32:10 PM
Attachments:	image001.png image002.png image003.png image004.png image005.png

Good afternoon,

We do not have any utilities on the said streer but we do have some paralleling 349. I don't think itll be a problem. Thank you



Cesar Padilla
432-617-3431

From: Elizabeth Shaughnessy [mailto:eshaughnessy@midlandtexas.gov]
Sent: Friday, May 7, 2021 1:07 PM
To: Padilla, Cesar <Cesar.Padilla@atmosenergy.com>
Subject: [EXT] Vacation request Washita Street

CAUTION: Don't be quick to click. This e-mail originated from outside of Atmos Energy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr. Padilla:

Maverick Engineering has submitted a request to vacate the above described Right of Way (see attached exhibit). Please advise if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7407 if you have any questions. You can send your response via email to eshaughnessy@midlandtexas.gov.

Thank you for your assistance.

Respectfully,

Elizabeth Shaughnessy

Senior Planner|Development Services
O. 432-685-7400
E. eshaughnessy@midlandtexas.gov





300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

ATTENTION ELECTED OFFICIALS:
A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act. Please reply only to the sender.

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

Grande Construction Office
Midland-Odessa
2401 East Interstate Highway 20
Odessa Texas 79766

May 11th, 2021

Elizabeth Shaughnessy,

Planner,

Department of Development Services,

City of Midland,

Re: Vacate Right-of-Way Washita Street

Dear Elizabeth,

Grande Communications does not have any facilities in the Right-of-Way. Grande has no objections to the requested Vacate. Please let me know if I can be of further assistance.

Sincerely

Vicki Byler

Vicki Byler
Construction Coordinator
Midland/Odessa
432.272.3052 Office
432.257.2551 Cell
vicki.byler@mygrande.com

Jeffrey R. Henderson
New Construction Manager Sr.



Oncor Electric Delivery
2401 West Industrial
Midland, Texas 79701

May 28th, 2021

City of Midland Texas
Elizabeth Shaughnessy
Planner, Development Services
300 North Loraine St. # 440
Midland, TX 79701

RE: Washita Vacation – V-21-0034

Ms. Shaughnessy,

Oncor Electric Delivery has no objection to the vacation of the above referenced right-of-way along the platted alley way located at 349 Ranch Estates, Section 2, in Block X, in the City of Midland. Oncor Electric has no overhead or underground electric facilities located in the area noted to vacate on the included plat.

Please let me know if you have any questions.

Sincerely,

Jeffrey R. Henderson

Oncor Electric Delivery Company








W Big Spring St
STOP

City Council Meeting

Item Number: 25

Meeting Date: June 22, 2021

To: City Council / City Manager

From: Kelly Martinez, Planner

Subject: AN ORDINANCE VACATING AND ABANDONING A 0.032-ACRE PORTION OF EAST MISSOURI AVENUE RIGHT-OF-WAY LOCATED ADJACENT TO LOT 1, BLOCK 79, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST MISSOURI AVENUE AND SOUTH MINEOLA STREET); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $2,772.00; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Maverick Engineering, is requesting to vacate a 0.032-acre portion of the E. Missouri right-of-way, located adjacent to Lot 1, Block 79, Original Town, City and County of Midland, Texas, to obtain 10 feet of the E. Missouri Avenue right-of-way and to meet the lot width requirement per the C, Commercial District.

Recommended City Council Action:

Approve

Fiscal Impact:

The 2021 appraised value of the right-of-way is $2.00 per square foot, for a total value of $2,772.00

Discussion:

The property is currently in the process of being replatted. The approximate area that will be vacated is 1,386 square feet (0.032-acres). The vacation of this right-of-way will positively impact the public by making improvements to a currently unimproved property.

All the appropriate adjacent owners are aware of the proposed vacation and have signed the application.
The Midland Central's Appraisal District's appraisal of the land is $2.00 per square foot or $2,772.00.

This request has been circulated and reviewed by all pertinent City departments and franchise utility companies. Their comments, conditions, and requests are as follows:

Code Compliance: (Approved)

No Oil and Gas issues.

Building Code: (Approved)

No objections.

Engineering: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

During re-platting of this lot, all public infrastructure along the platted frontage will need to be brought up to City of Midland standards.

Fire: (Approved)

No objections.

Transportation: (Approved with Conditions)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

AT&T: (Approved)

I do not show to have anything in that location.

Atmos: (Approved)

Atmos Energy has no objection to the above referenced changes proposed to the Missouri street right of way located between Mineola and the west alley. We currently have no gas lines or facilities located within this section of right of way.

Grande: (Approved with Conditions)

Grande has aerial plant at this location. If the applicant is going to pay for Grande to relocate our plant undergrounds, I am ok with that.

Oncor: (Approved)

Oncor Electric Delivery has no objection to the vacation of the above referenced right-of-way along the platted alley way located within a 0.032 Acre Tract within the Right Of Way, East Missouri Ave, North of Lot 1, Block 79, and Original Town Addition in the City & County of Midland, TX.

Oncor Electric has no overhead or underground electric facilities located in the area noted to vacate on the included plat.

Suddenlink: (Approved)

Suddenlink has no reservations on the vacation of this location; Suddenlink doesn't have any plant in this R.O.W.

Midland Central Appraisal District:

The vacation area indicated has a current value of $2.00 per square foot or $ 2,772.00.

Planning:

Pertinent City departments and franchise utility companies have reviewed this vacation request and have approved it with the condition that a utility easement is retained.

Therefore, staff recommends approval of the vacation of a 0.032-acre portion of the E. Missouri right-of-way, located adjacent to Lot 1, Block 79, Original Town, City and County of Midland, Texas, to be subject to conditions A through C.

Conditions:

A. **That the City of Midland has received from the property owner the sum of $2,772.00.**

B. **That an accessible nonexclusive utility easement is retained.**

C. **That a replat of the subject property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County.**

Letters of Objection:

As of June 16, 2020, staff has not received any letters of objection to this request.

Attachments:

Vacation Survey (Exhibit A)
Application
Maps
Responses from Franchise Utility Companies and Midland Central Appraisal District



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE VACATING AND ABANDONING A 0.032-ACRE PORTION OF EAST MISSOURI AVENUE RIGHT-OF-WAY LOCATED ADJACENT TO LOT 1, BLOCK 79, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST MISSOURI AVENUE AND SOUTH MINEOLA STREET); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $2,772.00; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, it has been determined by the Midland City Council that a 0.032-acre portion of East Missouri Avenue right-of-way located adjacent to Lot 1, Block 79, Original Town Addition, City and County of Midland, Texas, as described in Exhibit "A" attached hereto and made a part hereof for all legal purposes (the "Property"), is no longer needed for public use; and

WHEREAS, Section 272.001 of the Texas Local Government Code provides that a political subdivision may not convey, sell, or exchange its interest in land without observing notice and bid requirements, unless the conveyance is to one or more abutting property owners; and

WHEREAS, an application for vacating the Property has been received by the City from the abutting property owner; and

WHEREAS, the City Manager has appraised the value of the City's property interest in the Property at $2,772.00, as shown in Exhibit "B" attached hereto and incorporated herein by reference; and

WHEREAS, the Council finds it to be in the public interest to abandon and vacate the Property;

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

SECTION ONE. That the Property is hereby vacated and abandoned for all public purposes. Provided, however, that the City is hereby abandoning only the public interest in

the Property, and this ordinance in no way affects any private easement or access easement which abutting property owners may have in the Property.

SECTION TWO. That this ordinance shall not be effective until:

A. the City of Midland has received from the abutting property owner(s) the sum of $2,772.00; and

B. a replat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.

SECTION THREE. That the City herein retains an accessible nonexclusive utility easement across, through, over, under, on and along the Property until all entities that were using the Property for utility purposes as of the date of approval of this ordinance have abandoned their uses of the Property.

SECTION FOUR. That upon the City's receipt of the sum set forth in Section Two hereof, the City Secretary is hereby authorized and directed to file a certified copy of this ordinance with the County Clerk of Midland County, Texas, for purposes of recording in the Official Records of Midland County, Texas.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

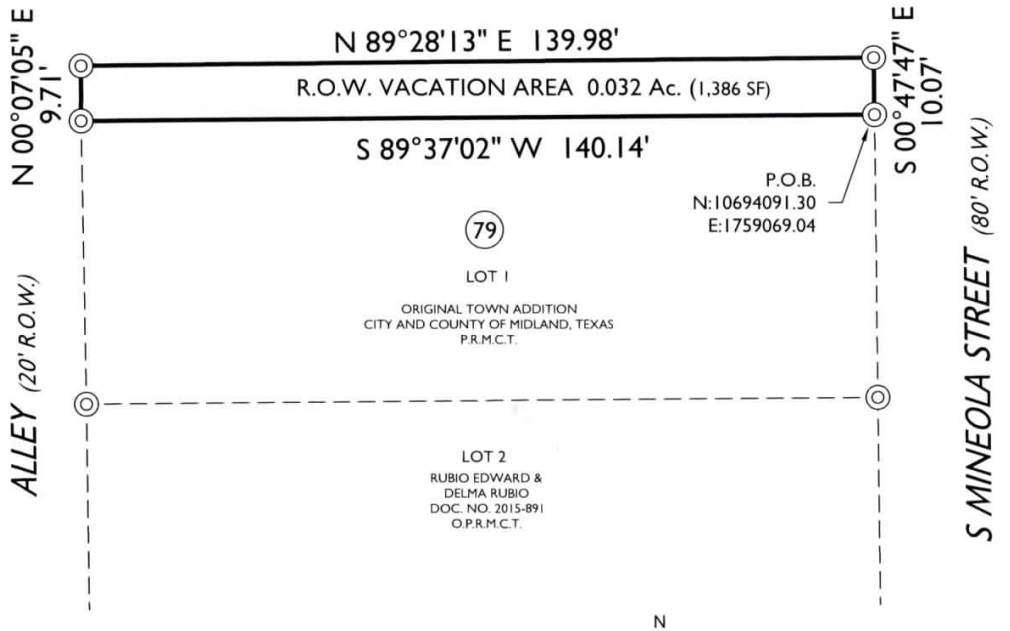
_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

"EXHIBIT A"

OF A 0.032 ACRE TRACT, FOR A ROAD VACATION, BEING WITHIN THE RIGHT OF WAY OF EAST MISSOURI AVENUE, NORTH OF LOT 1, BLOCK 79, ORIGINAL TOWN ADDITION TO THE CITY AND COUNTY OF MIDLAND, TEXAS



FIELD NOTE DESCRIPTION OF A 0.032 ACRE TRACT, FOR A ROAD VACATION, BEING WITHIN THE RIGHT OF WAY OF EAST MISSOURI AVENUE, NORTH OF LOT 1, BLOCK 79, ORIGINAL TOWN ADDITION TO THE CITY AND COUNTY OF MIDLAND TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

***BEGINNING** AT N.(Y):10694091.30, E.(X):1759069.04, A ONE HALF INCH IRON ROD WITH A YELLOW PLASTIC CAP MARKED "SCHUMANN ENGINEERING" (YPC) FOUND FOR THE NORTHEAST CORNER OF SAID LOT 1 FOR THE SOUTHEAST CORNER HEREOF;*

***THENCE** S.89°37'02"W., ALONG THE NORTH LINE OF SAID LOT 1, 140.14 FEET TO A "YPC" FOUND IN THE EAST LINE OF A CALLED 20.0 FOOT ALLEY FOR THE SOUTHWEST CORNER HEREOF;*

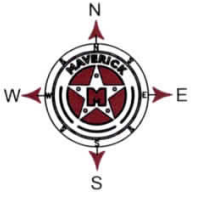
***THENCE** N.00°07'05"E., 9.71 FEET TO A "YPC" FOUND FOR THE NORTHWEST CORNER HEREOF;*

***THENCE** N.89°28'13"E., 139.98 FEET TO A "YPC" FOUND FOR THE NORTHEAST CORNER HEREOF;*

***THENCE** S.00°47'47"E., 10.07 FEET TO THE **POINT OF BEGINNING**, CONTAINING 1386 SQUARE FEET OR 0.032 ACRE OF LAND.*

LEGEND

◎	DENOTES 1/2 IR w/SCHUMANN CAP FOUND
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS MIDLAND CO. TX
P.R.M.C.T.	PLAT RECORDS MIDLAND CO. TX
– – – – –	EXISTING LOTS
———	VACATION BOUNDARY





ORIGINAL SCALE : 1" = 30'

I GREGORY W. SHOULTS DO HEREBY CERTIFY THAT THIS PLAT IS BASED UPON FIELD NOTES OR ELECTRONIC DATA OF AN ACTUAL ON THE GROUND SURVEY AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GREGORY W. SHOULTS R.P.L.S.#5356 APRIL 19, 2021



BEARING BASIS

BASIS OF BEARING, DISTANCE AND COORDINATES ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, NAD 83, U.S. SURVEY FOOT.

MAVERICK
ENGINEERING / SURVEY / WATER RESOURCES
1909 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

Drawing : F:\2021\210052-BILL RODRIGUEZ-200 MINEOLA REPLAT VACATION\DRAWINGS\VACATION\210052 - MISSOURI VACATION BOUNDARY.DWG Last Saved By: AKalenak on 4/19/21

MIDLAND
Feel the Energy!

Office of the City Manager

June 10, 2021

Midland City Council
City of Midland, Texas

RE: Request for vacation of a 0.032-acre portion of East Missouri Avenue right-of-way located adjacent to Lot 1, Block 79, Original Town Addition, City and County of Midland, Texas

Dear Members of the City Council:

The above-referenced property has been appraised in accordance with Chapter 272 of the Texas Local Government Code. The fair market value of the property is $2,772.00. The property can be vacated and recorded in the Midland County Clerk's office when the City of Midland has received this amount from the adjoining property owner(s).

Very truly yours,

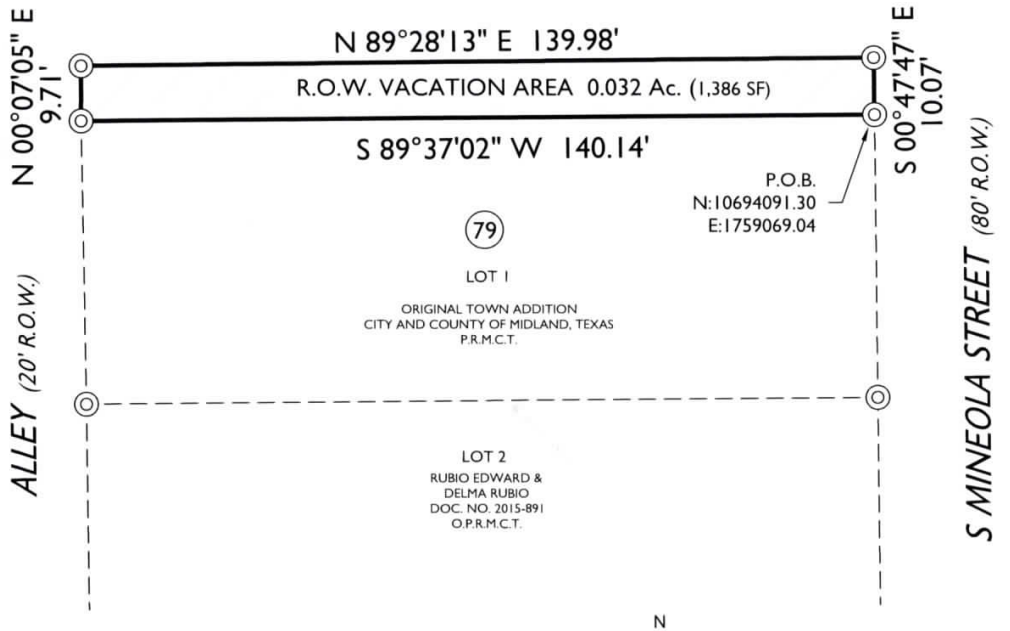
Robert Patrick
City Manager

EXHIBIT "B"

300 N. Loraine, Midland TX 79701 • 432-685-7202 • Fax 432-686-1600

"EXHIBIT A"

OF A 0.032 ACRE TRACT, FOR A ROAD VACATION, BEING WITHIN THE RIGHT OF WAY OF EAST MISSOURI AVENUE, NORTH OF LOT 1, BLOCK 79, ORIGINAL TOWN ADDITION TO THE CITY AND COUNTY OF MIDLAND, TEXAS



FIELD NOTE DESCRIPTION OF A 0.032 ACRE TRACT, FOR A ROAD VACATION, BEING WITHIN THE RIGHT OF WAY OF EAST MISSOURI AVENUE, NORTH OF LOT 1, BLOCK 79, ORIGINAL TOWN ADDITION TO THE CITY AND COUNTY OF MIDLAND TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

***BEGINNING** AT N.(Y):10694091.30, E.(X):1759069.04, A ONE HALF INCH IRON ROD WITH A YELLOW PLASTIC CAP MARKED "SCHUMANN ENGINEERING" (YPC) FOUND FOR THE NORTHEAST CORNER OF SAID LOT 1 FOR THE SOUTHEAST CORNER HEREOF;*

***THENCE** S.89°37'02"W., ALONG THE NORTH LINE OF SAID LOT 1, 140.14 FEET TO A "YPC" FOUND IN THE EAST LINE OF A CALLED 20.0 FOOT ALLEY FOR THE SOUTHWEST CORNER HEREOF;*

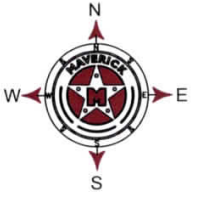
***THENCE** N.00°07'05"E., 9.71 FEET TO A "YPC" FOUND FOR THE NORTHWEST CORNER HEREOF;*

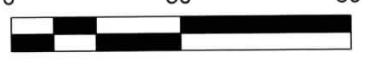
***THENCE** N.89°28'13"E., 139.98 FEET TO A "YPC" FOUND FOR THE NORTHEAST CORNER HEREOF;*

***THENCE** S.00°47'47"E., 10.07 FEET TO THE **POINT OF BEGINNING**, CONTAINING 1386 SQUARE FEET OR 0.032 ACRE OF LAND.*

LEGEND

◎	DENOTES 1/2 IR w/SCHUMANN CAP FOUND
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS MIDLAND CO. TX
P.R.M.C.T.	PLAT RECORDS MIDLAND CO. TX
– – – – –	EXISTING LOTS
———	VACATION BOUNDARY





ORIGINAL SCALE : 1" = 30'

I GREGORY W. SHOULTS DO HEREBY CERTIFY THAT THIS PLAT IS BASED UPON FIELD NOTES OR ELECTRONIC DATA OF AN ACTUAL ON THE GROUND SURVEY AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GREGORY W. SHOULTS R.P.L.S.#5356 APRIL 19, 2021



BEARING BASIS

BASIS OF BEARING, DISTANCE AND COORDINATES ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, NAD 83, U.S. SURVEY FOOT.

MAVERICK
ENGINEERING / SURVEY / WATER RESOURCES
1909 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

Drawing : F:\2021\210052-BILL RODRIGUEZ-200 MINEOLA REPLAT VACATION\DRAWINGS\VACATION\210052 - MISSOURI VACATION BOUNDARY.DWG Last Saved By: AKalenak on 4/19/21

MIDLAND
Planning Division

Vacate Right-of-Way/Public Utility Easement/Land/Street Application

Project Number: V-21-0033

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Maverick Engineering Mission Vacation		Phone (432)262-0999 Email phuckaba@maverick-eng.com	
Address 1909 W Wall St Ste K	City Midland	State TX	Zip 79701

Application is hereby made to the City Council to vacate the following:

- ☒ Right-of-Way
- ☐ Public Utility Easement
- ☐ Land
- ☐ Street

Description of Address: E. Missouri Avenue, 1,386 sq. ft. North of Lot 1, Block 79, Original Town Addn

Reason for Request: To obtain 10' of ROW through Missouri Ave to meet lot width requirement in LI zone

Reasons, in applicant's opinion, why the requested vacation will not adversely affect the public welfare or will contribute to it in a positive way: This development will positively impact the public by making improvements to a currently unimproved property

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Sealed metes and bounds description of the property to be vacated (included on the map) and total square feet of vacation. Include ownership, legal and deed information for adjacent property owners
- Digital Copies of Survey (PDF/JPEG)

Utility Company Approval

Clearance is needed from the following utility companies:

- City of Midland
- AT&T
- Atmos Energy
- Suddenlink Cable TV Co.
- Oncor Electric
- Grande Communications

The City will route the request to these companies, but it is the applicant's responsibility to ensure clearance has been obtained to resolve any issues that may arise.

Policies

1. If the vacation request involves only a portion of a section right-of-way, such that approval would not affect the public's ability to travel along said right-of-way, then the request will be scheduled for consideration by the City Council. No public hearing will be needed.

2. If the vacation request involves an entire section of right-of-way, such that approval would cause the public to lose all rights to use it, then the following procedures apply:

   a. Nearby land owners who have a reasonable expectation to use said right-of-way, as determined by the Transportation Division, must first agree to the proposed vacation. It is the applicant's responsibility to obtain a letter of concurrence signed by the affected landowners.

   b. If all letters are received indicating that the affected landowners agree to the request, then a public hearing before the City Council will be scheduled. The Transportation Division will mail public notice of the hearing to landowners within 400 feet of the affected right-of-way.

   c. If a request is approved, the right-of-way shall be divided into two equal parts, with each half becoming the property of the respective abutting owner. If the applicant desires to own the entire width, he or she must negotiate with the opposite landowner.

Signatures

Applicant (signature):		Date: 4/20/21
Affected Property Owners:		
Signature: Everado Rodriguez	Print: Everado Rodriguez	Date: 4/20/21
Signature:	Print:	Date
Signature:	Print:	Date
Signature:	Print:	Date

The Vacation of right-of-way/public utility easement/land/street shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

FOR OFFICE USE ONLY

☒ 1 FOLDED Copy of Survey ☒ Survey in Digital Format (PDF/JPEG)

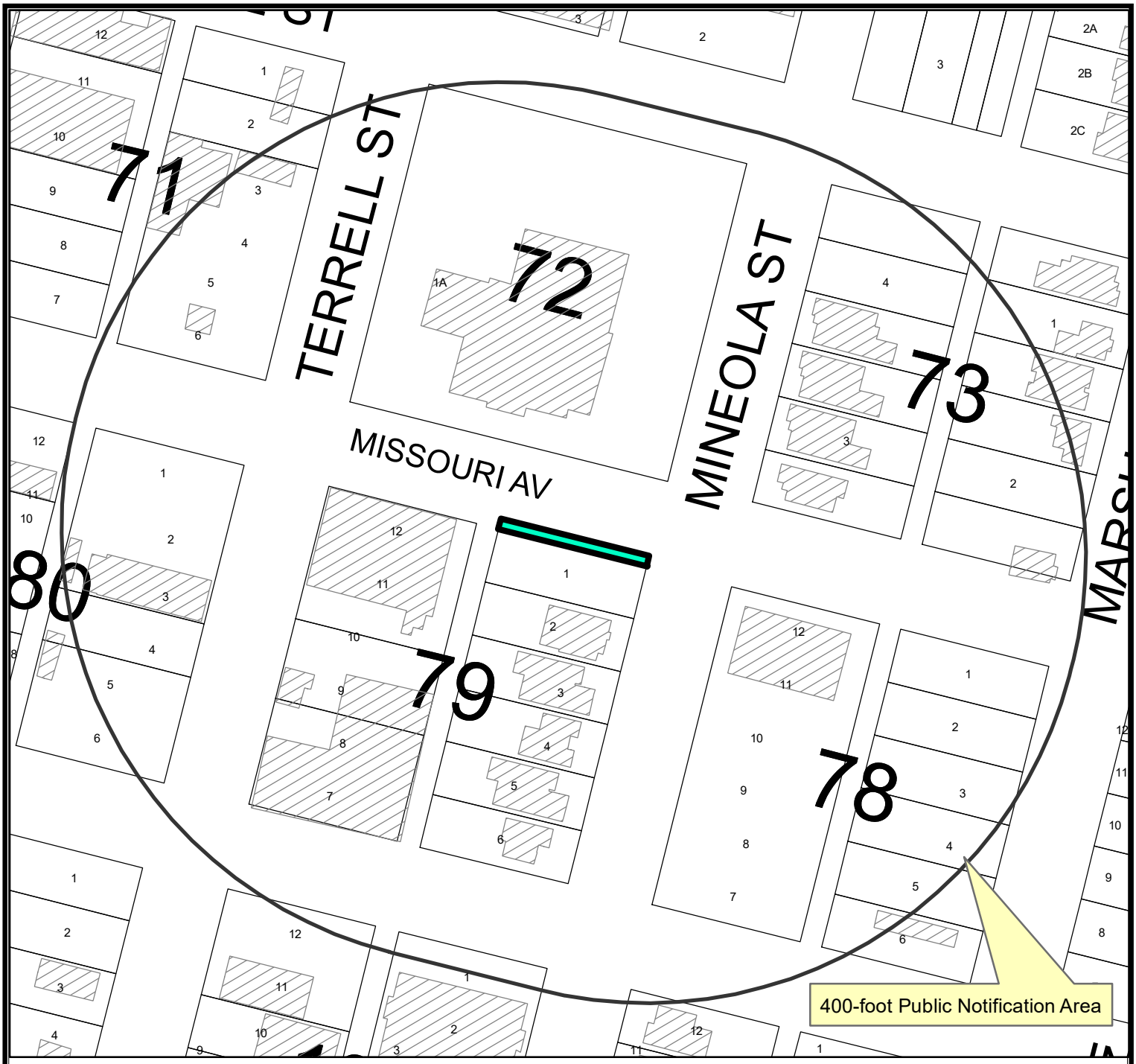
☒ Application Fee

Check # 3429

Received By: KM Date: 4/26/21

RECEIVED
APR 26 2021
BY: KM

***Application will not be considered for scheduling until reviewed by a planner.**



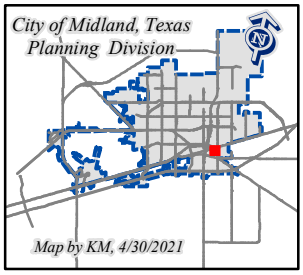
LOCATION MAP

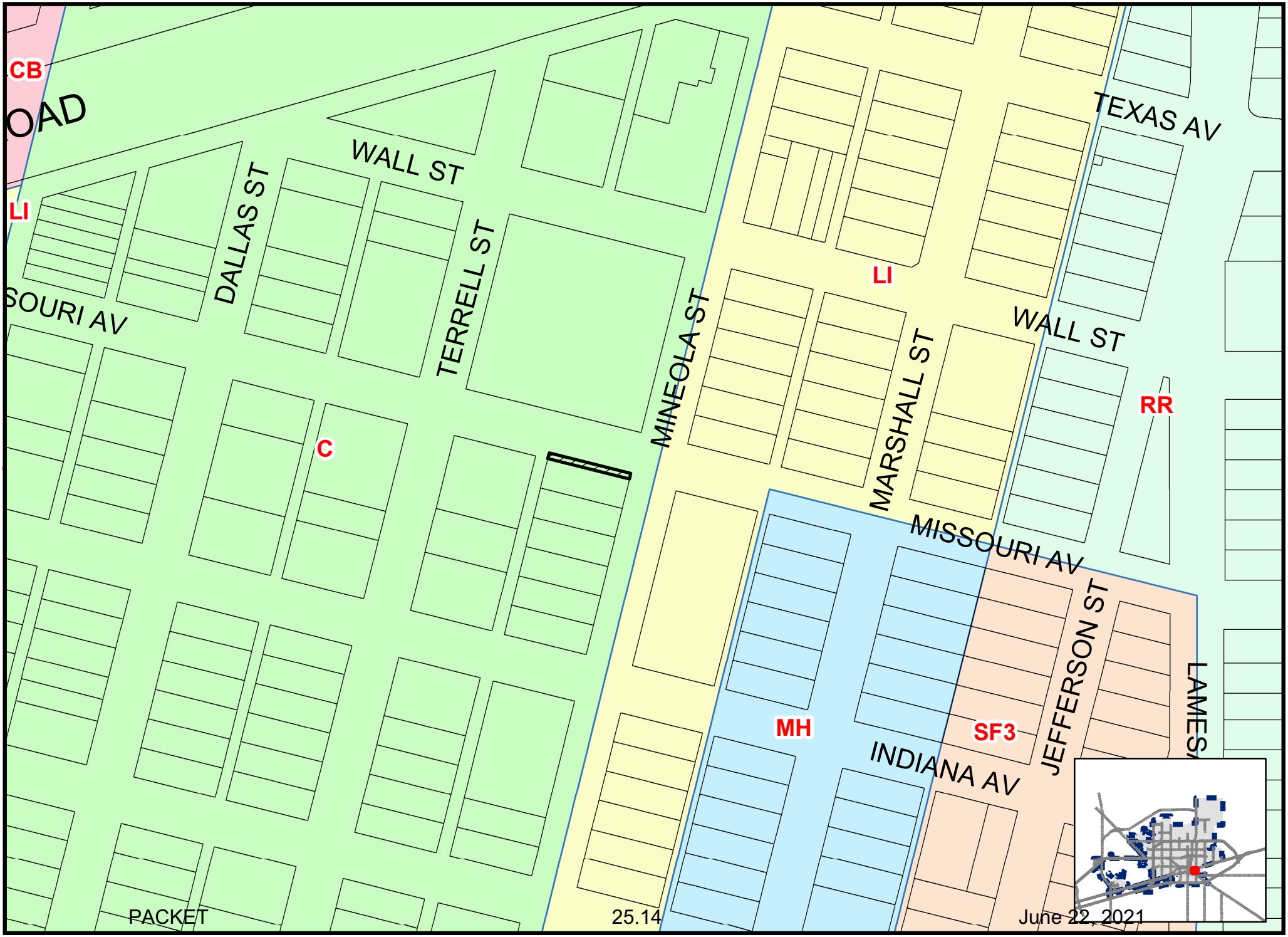
V-21-0033 **Scale: 1" = 570'**

Consider a request for a vacation of a 0.032-acre portion of the E. Missouri Avenue right-of-way, located adjacent to Lot 1, Block 79, Original Town, City and County of Midland, Texas.
Generally located on the southwest corner of the intersection of E. Missouri Avenue and S. Mineola Street. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS





Map By KM, 5/07/2021

V-21-0033

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

Kelly Martinez

From: drambo@midcad.org
Sent: Monday, May 3, 2021 7:46 AM
To: Kelly Martinez
Subject: Re: Vacation Request- Missouri Street

Kelly:

The vacation area indicated has a current value of $2.00 per sqft...or $ 2772.00.

Dennis Rambo
Assistant Chief Appraiser
Midland Central Appraisal District
432 699 4991 ext 3030
432 689 7185 fax

From:	Kelly Martinez <kmartinez@midlandtexas.gov>
To:	"drambo@midcad.org" <drambo@midcad.org>
Cc:	Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Date:	04/30/2021 04:53 PM
Subject:	Vacation Request- Missouri Street

Mr. Rambo,
Maverick Engineering has requested to vacate the above described Right of Way (see attachment: Exhibit A). Please advise this office if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7406 if you have any questions.
Please let me know if you have any questions regarding vacations!
Thank you,

Kelly Martinez
Planner|Development Services
O. 432-685-7406
E. kmartinez@midlandtexas.gov

MIDLAND
Feel the Energy!

300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

[attachment "V-21-0033, Exhibit A.pdf" deleted by Dennis Rambo/MCAD] [attachment "V-21-0033, TaxVacMCAD vac ltr.pdf" deleted by Dennis Rambo/MCAD] [attachment "V-21-0033, Location Map.pdf" deleted by Dennis Rambo/MCAD]

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

Kelly Martinez

From: UNDERWOOD, JERRY D <ju1659@att.com>
Sent: Tuesday, May 4, 2021 8:01 AM
To: Kelly Martinez
Cc: Elizabeth Shaughnessy
Subject: RE: Vacation Request-Missouri Street

I don't show to have anything in that location.

Thanks,
Jerry

From: Kelly Martinez <kmartinez@midlandtexas.gov>
Sent: Friday, April 30, 2021 5:01 PM
To: UNDERWOOD, JERRY D <ju1659@att.com>
Cc: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Subject: Vacation Request-Missouri Street

Mr. Underwood,

Maverick Engineering has requested to vacate the above described Right of Way (see attachment: Exhibit A). Please advise this office if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7406 if you have any questions.

Please let me know if you have any questions regarding vacations!

Kelly Martinez
Planner|Development Services
O. 432-685-7406
E. kmartinez@midlandtexas.gov



300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

ATMOS ENERGY

West Texas Division
P.O. Box 1111,
Midland, Texas 79702

City of Midland
Kelly Martinez
300 N. Loraine
Midland, Texas 79701

May 7, 2021

Re: Case Name: Missouri Vacation
Case Number: V-21-0033

Kelly,

Atmos Energy has no objection to the above referenced changes proposed to the Missouri street right of way located between Mineola and the west alley. We currently have no gas lines or facilities located within this section of right of way.
Please let me know if you have any further questions.

Sincerely,

Mark Lieb

Mark Lieb
Project Specialist
Atmos Energy/Permian Basin
432-617-3447 office
432-967-0370 cell
mark.lieb@atmosenergy.com

Kelly Martinez

From: Vicki Byler <vicki.byler@mygrande.com>
Sent: Monday, June 7, 2021 6:01 AM
To: Kelly Martinez
Subject: Re: Vacation Request-Missouri Avenue

Kelly,

If the applicant is going to pay for Grande to relocate our plant underground, I'm ok with that.

Vicki

On Fri, Jun 4, 2021 at 3:30 PM Kelly Martinez <kmartinez@midlandtexas.gov> wrote:

> Good Afternoon,
>
> This vacation is scheduled to go to City Council on June 22. I did not hear back from you on retaining an utility easement. Can you please provide an update?
>
> Thank you!
>
> Respectfully,
>
> Kelly Martinez
>
> Planner|Development Services
>
> O. 432-685-7406
>
> E. kmartinez@midlandtexas.gov

300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

From: Kelly Martinez
Sent: Monday, May 24, 2021 12:53 PM
To: 'Vicki Byler' <vicki.byler@mygrande.com>
Subject: RE: Vacation Request-Missouri Avenue

Yes, that would mean you need to relocate. However, some companies choose to vacate and retain a non-exclusive utility easement. Is that something Grande is open to? Usually the applicant pays for the relocation costs.

Kelly Martinez

Planner|Development Services

O. 432-685-7406

E. kmartinez@midlandtexas.gov

300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

From: Vicki Byler <vicki.byler@mygrande.com>
Sent: Friday, May 21, 2021 5:53 AM
To: Kelly Martinez <kmartinez@midlandtexas.gov>
Subject: Re: Vacation Request-Missouri Avenue

Is Oncor removing their poles? Yes ma'am, if this is going to mean that Grande has to relocate our plant I object. Who is going to be responsible for the cost to relocate our plant?

Vicki

On Thu, May 20, 2021 at 3:44 PM Kelly Martinez <kmartinez@midlandtexas.gov> wrote:

Hello Vicki,

Since Grande has an aerial plant in this location, does this mean you object to the vacation or can they move forward with the vacation?

Kelly Martinez

Planner|Development Services

O. 432-685-7406

E. kmartinez@midlandtexas.gov







300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

From: Vicki Byler <vicki.byler@mygrande.com>
Sent: Wednesday, May 19, 2021 5:46 AM
To: Kelly Martinez <kmartinez@midlandtexas.gov>
Subject: Re: Vacation Request-Missouri Avenue

Jeffrey R. Henderson
Supervisor, PMDS



Oncor Electric Delivery
2401 West Industrial
Midland, Texas 79701

May 18th, 2021

City of Midland Texas
Kelly Martinez
Planner, Development Services
300 North Loraine St. # 440
Midland, TX 79701

RE: Missouri Vacation – V-21-0033

Ms. Martinez,

Oncor Electric Delivery has no objection to the vacation of the above referenced right-of-way along the platted alley way located within a 0.032 Acre Tract within the Right Of Way, East Missouri Ave, North of Lot 1, Block 79, and Original Town Addition in the City & County of Midland, TX.

Oncor Electric has no overhead or underground electric facilities located in the area noted to vacate on the included plat.

Sincerely,

Jeffrey R. Henderson

Oncor Electric Delivery Company

Kelly Martinez

From: Luis Montez <Luis.Montez@AlticeUSA.com>
Sent: Monday, May 3, 2021 8:49 AM
To: Kelly Martinez
Cc: Elizabeth Shaughnessy
Subject: RE: External E-mail - Vacation Request-Missouri Street

Suddenlink has no reservations on the vacation of this location, Suddenlink doesn't have any plant in this R.O.W.

From: Kelly Martinez <kmartinez@midlandtexas.gov>
Sent: Friday, April 30, 2021 5:04 PM
To: Luis Montez <Luis.Montez@AlticeUSA.com>
Cc: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Subject: External E-mail - Vacation Request-Missouri Street

[External Email]

Caution: This email originated outside of Altice USA. Please do not click links or attachments unless you recognize the sender and know the content is safe.

Mr. Montez,

Maverick Engineering has requested to vacate the above described Right of Way (see attachment: Exhibit A). Please advise this office if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7406 if you have any questions.

Please let me know if you have any questions regarding vacations!

Kelly Martinez
Planner|Development Services
O. 432-685-7406
E. kmartinez@midlandtexas.gov

MIDLAND
Feel the Energy!

300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

Caution: This email originated outside of Altice USA. Please do not click links or attachments unless you recognize the sender and know the content is safe.

The information transmitted in this email and any of its attachments is intended only for the person or entity to which it is addressed and may contain information concerning Altice USA and/or its affiliates and subsidiaries that is proprietary, privileged, confidential and/or subject to copyright. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient(s) is prohibited and may be unlawful. If you received this in error, please contact the sender immediately and delete and destroy the communication and all of the attachments you have received and all copies thereof.

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.




WEST TEXAS
COLLISION CENTER




Jayco

City Council Meeting

Item Number: 26

Meeting Date: June 22, 2021

To: City Council / City Manager

From: Valerie A. Sherman, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 1, MIDLAND COUNTRY CLUB ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED APPROXIMATELY 345 FEET NORTH OF TEJAS AND APPROXIMATELY 455 FEET WEST OF NORTH STATE HIGHWAY 349); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Landgraf, Crutcher & Associates, is requesting this zone change from AE, Agricultural Estate District to RR, Regional Retail District to allow for retail use on the property.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Surrounding Zoning and Land Use:

The property to the north is zoned PD, Planned District for an Industrial District, and the location of a business park. The property to the east and south is zoned PD, Planned Development District for a Shopping Center with an underlying zoning of RR, Regional Retail District, and the location of a vacant lot. The property to the west is zoned PD, Planned Development District for

a Recreation Center, and the location of a golf course.

Discussion:

The applicant is requesting this zone change form AE, Agricultural Estate District to RR, Regional Retail District to allow for retail use on the property.

This proposed project has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Engineering: (Approved)

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Our staff has examined the FEMA flood map and it appears that this property lies entirely within Zone AH, which is a Special Flood Hazard Area subject to inundation by the 1% annual chance flood.

An elevation certificate based off of construction drawings will be required to get a building permit to show compliance to the 1 foot of freeboard above the base flood elevation for residential structures. An elevation certificate based off of finish construction will be required for the Certificate of Occupancy.

Being that the is floodplain is zoned AH, any fill being placed within the floodplain will require compensatory excavation within the same floodplain to offset the fill.

Code: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

Transportation: (Approved with Conditions)

Existing access easement at north edge of property does not provide acceptable access for any use other than single-family residential. The property to the south is currently in the platting process and the City has required an access easement to be dedicated that will serve the southeast corner of this parcel. This will be the only access to the parcel if it is rezoned.

Access spacing will be required to adhere to the TxDOT Access Management Standards along the state highway.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Planning:

Per the Future Land Use map, this location is designated as Urban Residential Low; which calls for single-family detached development, and civic uses are generally allowed with special permission for higher intensity uses. The property to the east and south, has been recently rezoned to PD, Planned Development District for a Shopping Center with an underlying zoning of RR, Regional Retail District; therefore, this zone change would complement the zone change of the adjacent property.

This request was recommended for approval by a unanimous vote at the June 7, 2021 Planning and Zoning Commission meeting.

Staff recommends approval of the zone change from AE, Agricultural Estate District to RR, Regional Retail District, subject to condition A.

Conditions:

A. **That the use and development of this property shall conform to the regulations of the RR, Regional Retail District, except as stated below.**

Letters of Objection:

Staff has not received any objections as of June 16, 2021.

Attachments:

Metes and Bounds (Exhibit A)
Zoning Exhibit
Application
Maps

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 1, MIDLAND COUNTRY CLUB ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED APPROXIMATELY 345 FEET NORTH OF TEJAS AND APPROXIMATELY 455 FEET WEST OF NORTH STATE HIGHWAY 349); 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 1, Midland Country Club Estates, City and County of Midland, Texas (the "Property") to RR, Regional Retail District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from AE, Agricultural Estate District to RR, Regional Retail District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

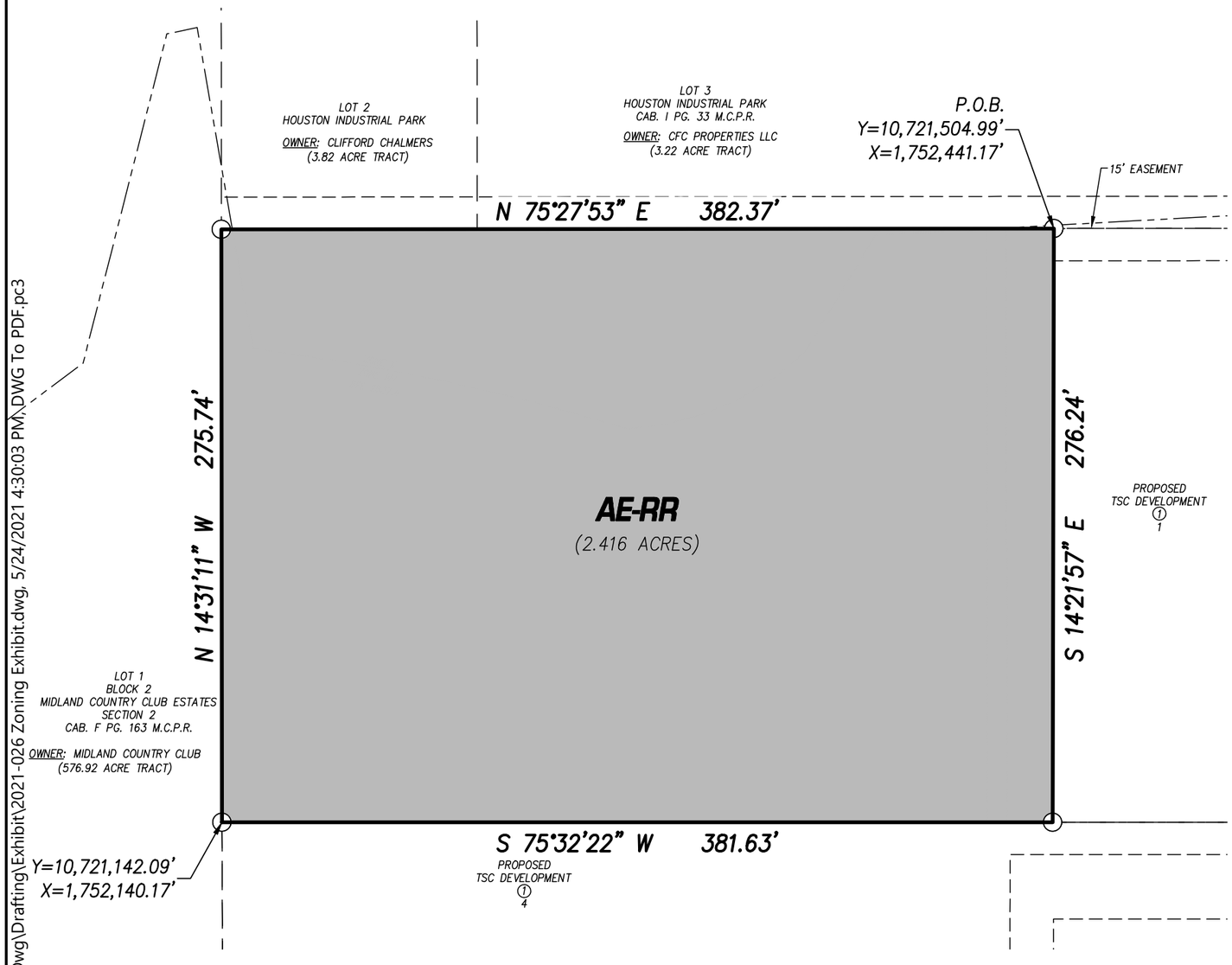
APPROVED AS TO CONTENT
AND COMPLETENESS:

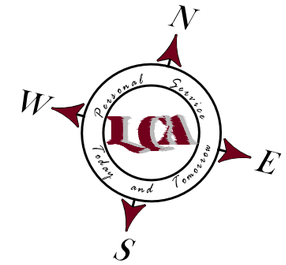
_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT
ZONING EXHIBIT
LOT 1 BLOCK 1, MIDLAND COUNTRY CLUB ESATES
CAB. D, PG. 347 M.C.P.R.
MIDLAND COUNTY, TEXAS





60' 0 60'

SCALE : 1" = 60'

LEGEND

AE–RR

SET 1/2" I.R. W/CAP
"LCA ODESSA,TX"

KNOW ALL MEN BY THESE PRESENTS: THAT I, JOHN F. LANDGRAF, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION.

STATE OF TEXAS
REGISTERED
JOHN F. LANDGRAF
2410
PROFESSIONAL
LAND SURVEYOR

DATED: _____, 2021.

REGISTERED PROFESSIONAL LAND SURVEYOR

COORDINATE ZONE NOTE:

1. BEARINGS, DISTANCES AND COORDINATES ARE RELATIVE THE RECORDED PLAT AND TO THE TEXAS COORDINATE SYSTEM, 1983 NAD, CENTRAL ZONE, BASED ON THE CITY OF ODESSA GPS CONTROL MONUMENT "OD8P" (Y=10,662,750.11' AND X=1,685,745.11) WITH A THETA ANDGLE OF –01°00'53" AND A COMBINED GRID FACTOR OF 0.999870096.

ENG. _____ E.T. _____
SY. _____ DFT. _____

LCA JOB No. 2021-026

LCA ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING
521 North Texas, Odessa Tx. 79761 F-001363 F-10034300
Phone # (432) 332-5058 E-Mail : lca@lcaodessa.com
Personal Service, Today and Tomorrow

PACKET
26.8
June 22, 2021

I:\2021\2021-026\Dwg\Drafting\Exhibit\2021-026 Zoning Exhibit.dwg, 5/24/2021 4:30:03 PM, DWG To PDF.pc3

LCA

ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING

lca@lcaodessa.com
521 N. Texas Ave. • Odessa, Texas 79761
(432) 332-5058 or 580-8812 • Fax (432) 332-8812
Engineering Firm# 001363 • Surveying Firm# 10034300

METES & BOUNDS DESCRIPTION
OF LOT 1, BLOCK 1 MIDLAND COUNTRY CLUB ESTATES
IN SECTION 11, BLOCK X
H.P. HILLIARD SURVEY
MIDLAND COUNTY, TEXAS

BEING ALL OF LOT 1, BLOCK 1, MIDLAND COUNTRY CLUB ESTATES AS DESCRIBED IN CABINET C PAGE 347 OF THE MIDLAND COUNTY PLAT RECORDS AND BEING MORE PARTICULARY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at (Y=10,721,504.99' & X= 1,752,441.17') a ½" Iron Rod with cap marked "LCA ODESSA TX" (Control Monument) found at the northeast corner of said Lot 1 and being on the south line of Lot 3, HOUSTON INDUSTRIAL PARK as described in Cabinet I, Page 33 of said Midland County Plat Records and the northwest corner of that certain 2.0-acre tract as described in Volume 668, Page 336 of the Midland County Deed Records;

THENCE South 14°21'57" East with the east line of said Lot 1, a distance of 276.24 feet to a ½" Iron Rod with cap marked "BRADSHAW ASSOC." (Control Monument) found at the southeast corner of said Lot 1 and an ell corner of that certain 4.0-acre tract as described in Volume 668, Page 334 of said Midland County Deed Records;

THENCE South 75°32'22" West with the south line of said Lot 1 and the north line of said 4.0-acre tract, a distance of 381.63 feet to a ½" Iron Rod with cap marked "LCA ODESSA TX" found at the southwest corner of said Lot 1 and the northwest corner of said 4.0-acre tract on the east line of Midland Country Club Estates Section 2 as described in Cabinet F Page 163 of said Midland County Plat Records;

THENCE North 14°38'09" West with the west line of said Lot 1 and the east line of said Lot 1, Block 2, a distance of 275.74 feet to a ½" Iron Road with cap marked "LCA ODESSA TX" set at the northwest corner of said Lot 1 and the southwest corner of Lot 2 of said Houston Industrial Park;

THENCE North 75°27'53" East with the north line of said Lot 1 and the south line of said Lots 2 and 3 of said Houston Industrial Park, a distance of 382.37 feet to the Point of the Beginning containing 2.421 surface acres.

The bearings, distance and coordinates are based upon the Texas Coordinate System, Central Zone, NAD 88 with a Combined Grid Factor of 0.999925444 and a Theta Angle of -00°54'17" near the center of the survey.

This document was prepared under 22 TAC 663.21 and is not to be used to convey or establish interest in real property except those rights and interest implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

LCA

John F. Landgraf, RPLS 2410
10 May 2021



LCA Project No. 2021-026

LCA Job # 21-026

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: 2-21-0240

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: LCA. Inc. (Agent)		Phone ( ) Email	
Address 521 N. Texas Avenue	City Odessa	State TX	Zip 79761

Property Owner Printed Name: Byron D. & Kathy L Myers		Phone ( ) Email	
Address 6411 N. State Hwy 349	City Midland	State TX	Zip 79705

Representative *(if different from Applicant or Property Owner)* Firm: Landgraf, Crutcher & Associates Printed Name: LCA		Phone (432) 332-5058 Email lca@lcaodessa.com	
Address 521 N. Texas Avenue	City Odessa	State TX	Zip 79761

Street Address: 6411 N. State Hwy 349 Midland, Texas 79705

Legal Description
Lot: 1 Block: 1 Subdivision: Midland Country Club Estates

Current Zoning: AE

Proposed Zone: RR
(List by tracts if more than one district is requested)

Reason for Zone Change Request: To allow retail use on property

Present Use of Property: Vacant

Proposed Use of Property: Retail site

How would this zone change affect the public health, safety and welfare?
This site will allow a retail site which could impact traffic

Describe how conditions affecting the property have changed since present zoning designation: N/A

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date:
Applicant (printed):	
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.

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 George E. Thornley who, being by me duly sworn, upon oath says: That (s)he is authorized by Byron D. and Kathy L Myers, 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.

George E Thornley
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 19th day of May, 20 21, to certify which witness my hand and seal of office.

Melanie Martinez
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

NOTARY PUBLIC STATE OF TEXAS
Melanie Martinez
My Commission Expires
12/09/2022
ID No. 130046270

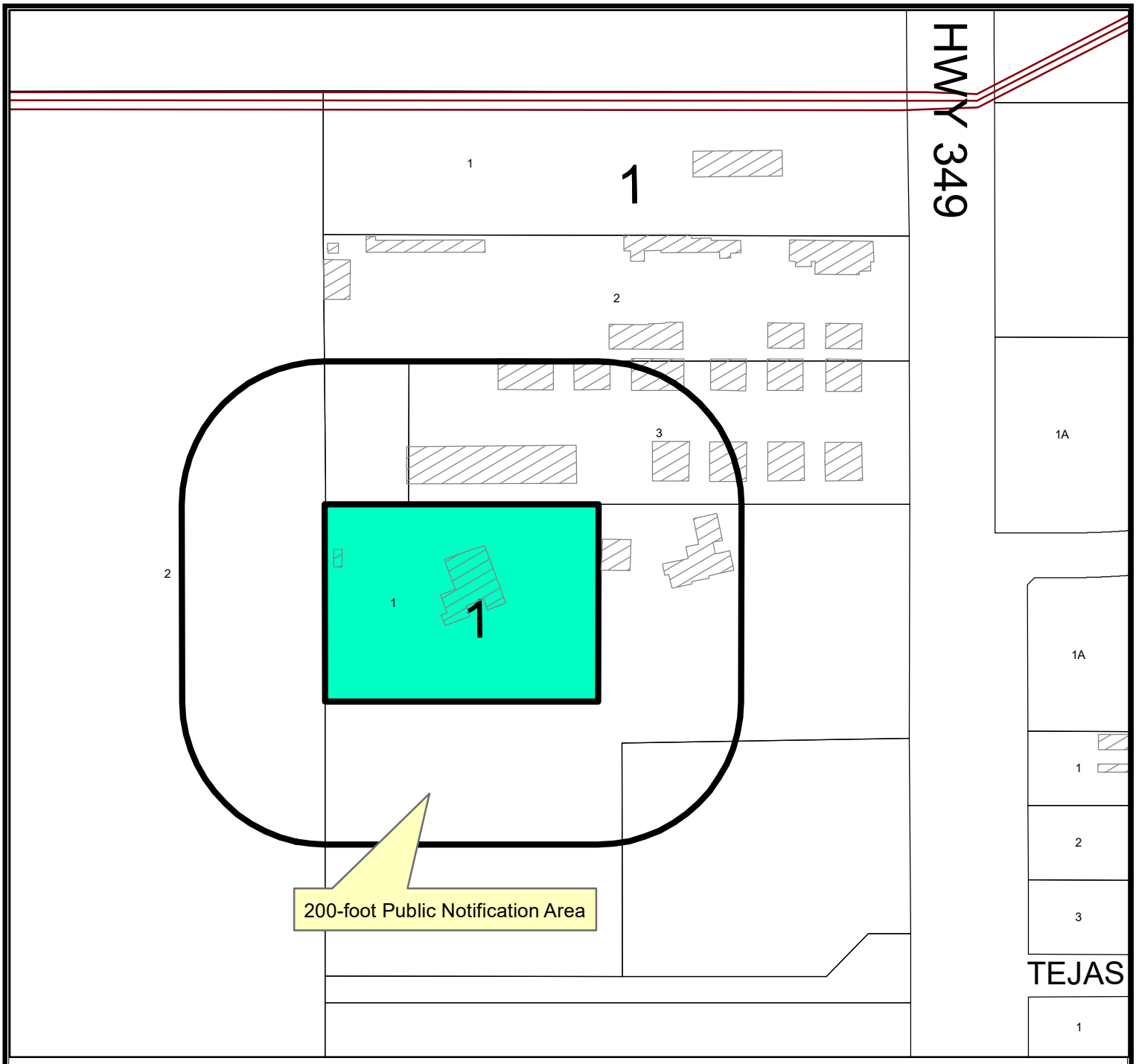
FOR OFFICE USE ONLY

☑ Property Owner Authorization	☐ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # 39088	

Received By: Joseph Marquez Date:

RECEIVED
MAY 19 2021
BY:

Application will not be considered for scheduling until reviewed by a planner.



LOCATION MAP

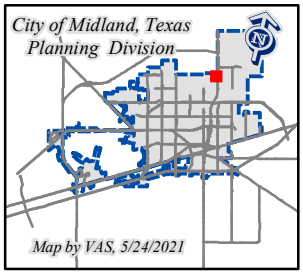
Z-21-0240 **Scale: 1" = 200'**

Consider a request by Landgraf, Crutcher & Associates, for a zone change from AE, Agricultural Estate District, to RR, Regional Retail District on Lot 1, Block 1, Midland Country Club Estates, City and County of Midland, Texas.

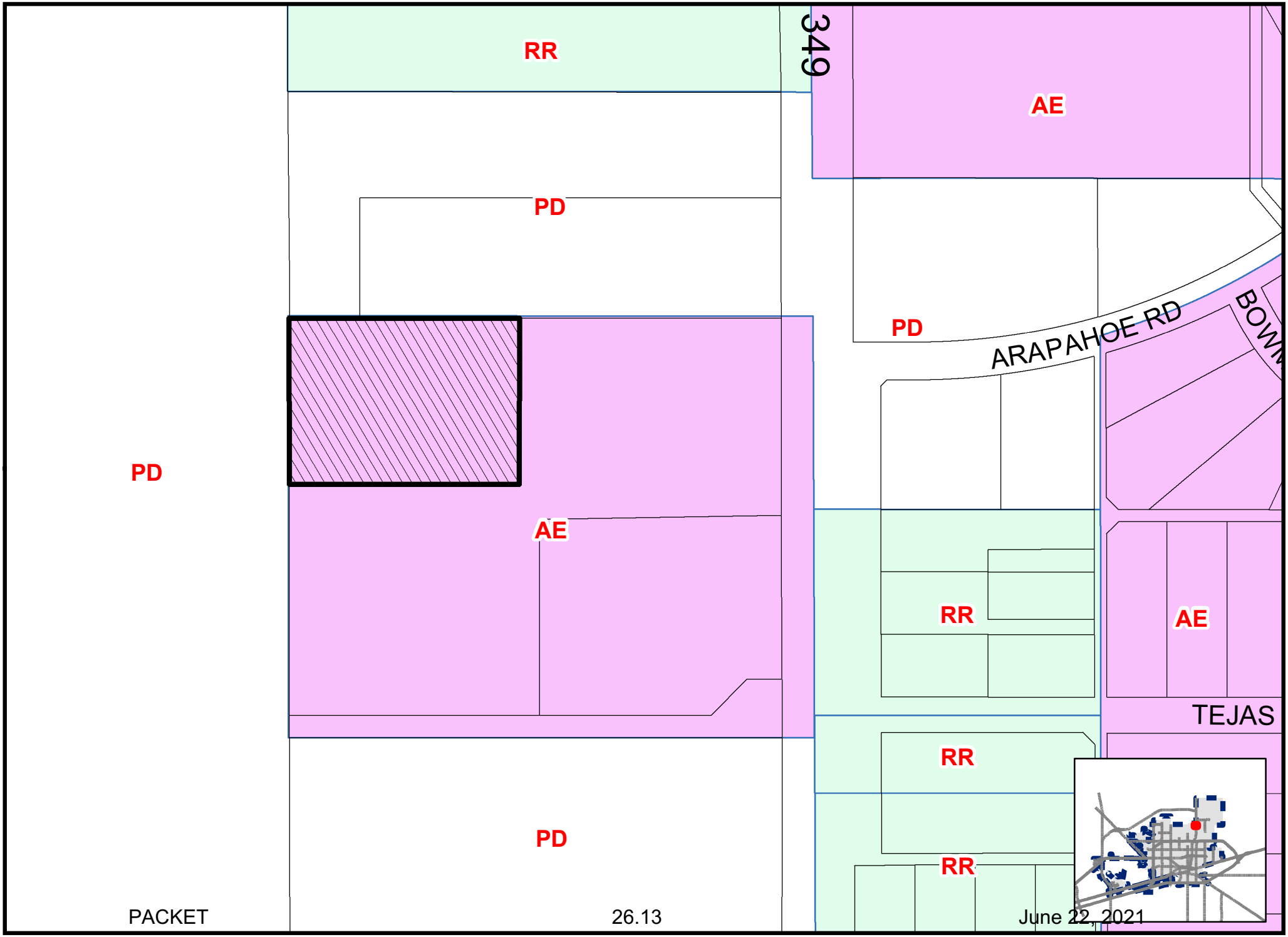
Generally located approximately 345 feet north of Tejas and approximately 455 feet west of N. State Highway 349. (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



June 22, 2021



Map ByVAS, 5/24/2021

Z-21-0240

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.









City Council Meeting

Item Number: 27

Meeting Date: June 22, 2021

To: City Council / City Manager

From: Christy Weakland,

Subject: **Discussion and consideration of all matters incident and related to the issuance and sale of "City of Midland, Texas Tax and Limited Pledge Revenue Certificates of Obligation, Series 2021," including the adoption of an ordinance authorizing the issuance of such certificates of obligation, establishing parameters for the sale and issuance of such certificates of obligation and delegating certain matters to an authorized official of the City (DISTRICT: NONE) (FINANCE)**

Purpose:

Approval of an ordinance to issue certificates of obligation to provide financing not to exceed $55 million for utilities expansion and parks improvements, and to delegate sale approval to administration.

Recommended City Council Action:

Approve

Fiscal Impact:

Total issuance size for the certificates of obligation bonds is an amount not to exceed $55 million with an expected debt service from net revenues of the water and sewer utility system of approximately $1.93 million per year for 20 years and an expected debt service from the ad valorem taxes of approximately $1.61 million per year for 20 years.

Discussion:

On November 17, 2020, the City Council approved Resolution 2020-179 Reimbursement resolution in the amount of $60 million for the purpose of reimbursing the City for any expenditures undertaken for the design and engineering associated with the sewer facilities for the Northeast Utility Expansion and certain parks and recreation improvements such as the

Implementation of the Parks & Recreation Master Plan, replacing irrigation and turf at four parks facilities, and converting two turf fields to artificial turf. The expected break down for the both projects is $30 million of the North East Utilities and $25 million for the three parks projects representing $10 million for Implementation of the Parks & Recreation Master Plan, $13 million for the turf and irrigation pilot project at four parks and $2 million of the conversion of two turf fields to artificial turf.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE authorizing the issuance of "CITY OF MIDLAND, TEXAS, TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021"; levying an ad valorem tax upon all taxable property within the City and providing for a limited pledge of the net revenues of the City's Waterworks and Sewer System for the payment of said Certificates; prescribing the terms and details of such Certificates and resolving other matters incident and related to the issuance, security, payment and delivery of said Certificates, including the approval of a Paying Agent/Registrar Agreement and a Purchase Agreement and the approval and distribution of an Official Statement pertaining thereto; delegating matters relating to the sale and issuance of said certificates to an authorized City official; and providing an effective date.

WHEREAS, notice of the City Council's intention to issue certificates of obligation in the maximum principal amount of $55,000,000 for the purpose of paying contractual obligations to be incurred for (i) acquiring, constructing, improving and equipping park and recreation facilities and structures, (ii) improving and extending the City's water system and wastewater system and (iii) paying professional services rendered in connection therewith, has been (a) duly published in the *Midland Reporter-Telegram*, a newspaper of general circulation in the City of Midland, Texas (the "City") on April 30, 2021 and May 7, 2021, the date of the first publication of such notice being not less than forty-six (46) days prior to the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates and (b) duly published continuously on the City's website for at least forty-five (45) days before the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates; and

WHEREAS, the *Midland Reporter-Telegram* is a newspaper which devotes not less than twenty-five percent (25%) of its total column lineage to items of general interest, is published not less frequently than once each week, entered as second-class (periodical class) postal matter in the county where it is published, and has been published regularly and continuously for not less than twelve (12) months prior to the date of the publication of said "NOTICE OF INTENTION TO ISSUE CITY OF MIDLAND, TEXAS, CERTIFICATES OF OBLIGATION";

WHEREAS, no petition protesting the issuance of the certificates of obligation described in the aforesaid notice, signed by at least 5% of the qualified electors of the City, has been filed with or presented to the City Secretary on or prior to the date of the passage of this Ordinance; and

WHEREAS, the Council hereby finds and determines that the certificates of obligation described in such notice should be issued and sold in the amount and manner as hereinafter provided; and

WHEREAS, the City Council by this Ordinance, in accordance with the provisions of Texas Government Code, Chapter 1371, as amended ("Chapter 1371"), delegates to a Pricing Officer (hereinafter designated) the authority to determine the principal amount of the Certificates to be issued and to negotiate the terms of sale thereof; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND:

SECTION 1: Authorization-Designation-Principal Amount-Purpose. Certificates of obligation of the City shall be and are hereby authorized to be issued in an amount not to exceed the aggregate principal amount hereinafter set forth to be designated and bear the title "CITY OF

MIDLAND, TEXAS, TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021" or such other designation as specified in the Pricing Certificate (the "Certificates"), for the purpose of paying contractual obligations to be incurred for (i) acquiring, constructing, improving and equipping park and recreation facilities and structures, (ii) improving and extending the City's water system and wastewater system and (iii) paying professional services rendered in connection therewith; pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended, and Chapter 1371.

SECTION 2: Fully Registered Obligations- Authorized Denominations- Stated Maturities- Date. The Certificates are issuable in fully registered form only; shall be dated as provided in the Pricing Certificate (the "Certificate Date") and shall be in denominations of $5,000 or any integral multiple thereof (within a Stated Maturity), and the Certificates shall become due and payable on a date certain in each of the years and in principal amounts (the "Stated Maturities") and bear interest at the per annum rate(s) in accordance with the details of the Certificates as provided in the Pricing Certificate.

The Certificates shall bear interest on the unpaid principal amounts thereof from the date specified in the Pricing Certificate (calculated on the basis of a 360-day year consisting of twelve 30-day months). Interest on the unpaid principal amounts of the Certificates shall be payable on the dates in each year and commencing on the date set forth in the Pricing Certificate.

SECTION 3: Delegation of Authority to Pricing Officer.

(a) As authorized by Chapter 1371, the City Manager or Interim Director of Finance of the City (either a "Pricing Officer") is hereby authorized to act on behalf of the City in selling and delivering the Certificates and carrying out the other procedures specified in this Ordinance determining the aggregate principal amount of the Certificates, the date of the Certificates, any additional or different designation or title by which the Certificates shall be known, the price at which the Certificates will be sold, the manner of sale (negotiated, privately placed or competitively bid), the years in which the Certificates will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the date from which interest on the Certificates will accrue, the interest payment dates, the record date, the price and terms upon and at which the Certificates shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, determination of the use of a book-entry-only securities clearance, settlement and transfer system, the terms of any bond insurance applicable to the Certificates, any modification of the continuing disclosure undertaking contained in Section 33 hereof as may be required by the purchasers of the Certificates in connection with any amendments to Rule 15c2-12, and all other matters relating to the issuance, sale and delivery of the Certificates, all of which shall be specified in the Pricing Certificate, provided that:

(i) the aggregate original principal amount of the Certificates shall not exceed $55,000,000;

(ii) the maximum true interest cost for the Certificates shall not exceed 5.00%; and

(iii) the maximum maturity date of the Certificates shall not exceed March 1, 2042.

The execution of the Pricing Certificate shall evidence the sale date of the Certificates by the City to the Purchasers (hereinafter defined).

If the Pricing Officer determines that bond insurance results in a net reduction of the City's interest costs associated with the Certificates, then the Pricing Officer is authorized, in connection with effecting the sale of the Certificates, to make the selection of the municipal bond insurance company for the Certificates (the "Insurer") and to obtain from the Insurer a municipal bond insurance policy in support of the Certificates. The Pricing Officer shall have the authority to determine the provisions of the commitment for any such policy and to execute any documents to affect the issuance of said policy by the Insurer.

(b) In establishing the aggregate principal amount of the Certificates, the Pricing Officer shall establish an amount not exceeding the amount authorized in subsection (a)(i) above, which shall be sufficient in amount to provide for the purposes for which the Certificates are authorized and to pay costs of issuing the Certificates. The delegation made hereby shall expire if not exercised by the Pricing Officer within one (1) year of the date of the adoption of this Ordinance. The Certificates shall be sold to the purchaser(s)/underwriter(s) named in the Pricing Certificate (the "Purchasers"), at such price and with and subject to such terms as set forth in the Pricing Certificate and the Purchase Contract (hereinafter defined), and may be sold by negotiated or competitive sale or by private placement. The Pricing Officer is hereby delegated the authority to designate the Purchasers, which delegation shall be evidenced by the execution of the Pricing Certificate.

SECTION 4: Terms of Payment-Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Certificates, due and payable by reason of maturity, redemption, or otherwise, shall be payable only to the registered owners or holders of the Certificates (the "Holders") appearing on the registration and transfer books (the "Security Register") maintained by the Paying Agent/Registrar. Such payments shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of the paying agent/registrar for the Bonds (the "Paying Agent/Registrar") shall be as provided in the Pricing Certificate. Books and records relating to the registration, payment, transfer and exchange of the Certificates (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, as provided herein and in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement," substantially in the form attached hereto as Exhibit A, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Pricing Officer is hereby authorized to execute and deliver such Agreement in connection with the delivery of the Certificates. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Certificates are paid and discharged, and any successor Paying Agent/Registrar shall be a bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Certificates, the City agrees to promptly cause a written notice of the change to be sent to each Holder by United States Mail, first class postage prepaid, and such notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Certificates shall be payable at the Stated Maturities or the redemption thereof only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated offices as provided in the Pricing Certificate, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the "Designated Payment/Transfer Office"). Interest on the Certificates shall be paid by the Paying Agent/Registrar to the Holders whose names appear in the Security Register at the close of business on the Record Date which shall be set forth in the Pricing Certificate, which payment of

such interest shall be (i) by check sent United States mail, first-class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 5: Registration- Transfer- Exchange of Certificates- Predecessor Certificates. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every Holder of the Certificates issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Certificate may, in accordance with its terms and the terms hereof, be transferred or exchanged for Certificates of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon the surrender of any Certificate for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holder, Certificates may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Certificates surrendered for exchange, upon surrender of the Certificates to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Certificates are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Certificates to the Holder requesting the exchange.

All Certificates issued in any transfer or exchange of Certificates shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States mail, first-class postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same obligation to pay and entitled to the same benefits under this Ordinance, as the Certificates surrendered in such transfer or exchange.

All transfers or exchanges of Certificates pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Certificates canceled by reason of an exchange or transfer pursuant to the provisions of this Ordinance are hereby defined to be "Predecessor Certificates," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer. Additionally, the term "Predecessor Certificates" shall include any mutilated, lost, destroyed, or stolen Certificate for which a replacement Certificate has been issued, registered, and delivered in lieu thereof pursuant to the provisions of Section 28 hereof, and such new replacement Certificate shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Certificate.

Neither the City nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Certificate called for redemption, in whole or in part, within 45 days of the date fixed for the redemption of such Certificate; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Certificate called for redemption in part.

SECTION 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in this Ordinance relating to the payment, and transfer/exchange of the Certificates, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company ("DTC"), a limited purpose trust company organized under the laws of the State of New York, in accordance with the requirements and procedures identified in the current DTC Operational Arrangements memorandum, as amended, the Blanket Issuer Letter of Representations, by and between the City and DTC, and the Letter of Representation from the Paying Agent/Registrar to DTC (collectively, the "Depository Agreement") relating to the Certificates.

In the event the Pricing Officer elects to utilize DTC's "Book-Entry-Only" System, which election shall be made by the Pricing Officer in the Pricing Certificate, pursuant to the Depository Agreement and the rules of DTC the Certificates shall be deposited with DTC who shall hold said Certificates for its participants (the "DTC Participants"). While the Certificates are held by DTC under the Depository Agreement, the Holder of the Certificates on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Certificate (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general, the City covenants and agrees with the Holders of the Certificates to cause Certificates to be printed in definitive form and provide for the appropriate Certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Certificates in definitive form shall be assigned, transferred and exchanged on the appropriate Security Register maintained by the Paying Agent/Registrar and payment of such Certificates shall be made in accordance with the provisions hereof other than this Section.

SECTION 7: Execution - Registration. The Certificates shall be executed on behalf of the City by the Mayor or Mayor Pro Tem under its seal reproduced or impressed thereon and

countersigned by the City Secretary. The signatures of said officers on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the Certificate Date shall be deemed to be duly executed on behalf of the City, notwithstanding that one or more of the individuals executing such Certificates shall cease to be such officers at the time of delivery of the Certificates to the initial purchaser(s) and with respect to Certificates delivered in subsequent exchanges and transfers, all as authorized and provided in the Texas Government Code, Chapter 1201, as amended.

No definitive Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificate a certificate of registration substantially in the form provided in Section 9(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and such manually executed certificate upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified, registered and delivered.

No Initial Certificate (as defined below) shall be entitled to any right or benefit under this Ordinance or be valid or obligatory for any purpose unless there appears on such Initial Certificate a certificate of registration substantially in the form provided in Section 9(c), manually executed by the Comptroller of Public Accounts of the State of Texas, or a duly authorized agent.

SECTION 8: Initial Certificate. The Certificates herein authorized shall be initially issued as a single fully-registered certificate in the total principal amount with principal installments to become due and payable as provided in the Pricing Certificate and numbered T-1 (the "Initial Certificate) and shall be registered in the name of the initial purchaser or the designee thereof. The Initial Certificate shall be submitted to the Office of the Attorney General of the State of Texas for approval; certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas; and, delivered to the initial purchaser. Any time after the delivery of the Initial Certificate, the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser, or the designee thereof, shall cancel the Initial Certificate and exchange it for definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified for such purpose; all pursuant to and in accordance with such written instructions from the initial purchaser, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms.

(a) Forms Generally. The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to appear on each of the Certificates, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and to be completed and modified with the information set forth in the Pricing Certificate and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Certificates, or any maturities thereof, are purchased with insurance) and any reproduction of an opinion of counsel thereon as may, consistently herewith, be established by the City or determined by the Pricing Officer. Any portion of the text of any Certificates may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Certificate.

The definitive Certificates and the Initial Certificates shall be printed, lithographed, engraved, typewritten, photocopied, or produced in any other similar manner, all as determined by the officers executing such Certificates as evidenced by their execution.

(b) Form of Definitive Certificate.

REGISTERED
NO. _____

REGISTERED
$_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF MIDLAND, TEXAS
TAX AND LIMITED PLEDGE REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2021

Certificate Date:	Interest Rate:	Stated Maturity:	CUSIP NO:
_____, 2021	____%	_____	_____

Registered Owner:

Principal Amount:

The City of Midland (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Midland and Martin, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the Principal Amount stated above, on the Stated Maturity date specified above (or so much thereof as shall not have been paid upon prior redemption) and to pay interest (computed on the basis of a 360-day year consisting of twelve 30-day months) on the unpaid Principal Amount hereof from the date of initial delivery of the Certificates at the per annum rate of interest specified above; such interest being payable on March 1 and September 1 of each year, commencing _____ 1, 20___. Principal of this Certificate is payable at its Stated Maturity or date of redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest is payable to the registered owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the _____ day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States mail, first-class postage prepaid, to the address of the registered owner recorded in the Security Register on the Record Date or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the registered owner

hereof and in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of $_____ (the "Certificates") for the purpose of paying contractual obligations to be incurred for (i) acquiring, constructing, improving and equipping park and recreation facilities and structures, (ii) improving and extending the City's water system and wastewater system and (iii) paying professional services rendered in connection therewith, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, Texas Government Code, Chapter 1371, as amended, and pursuant to an Ordinance adopted by the governing body of the City (herein referred to as the "Ordinance").

The Certificates maturing on and after March 1, 20___, may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of $5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on March 1, 20__, or on any date thereafter.

The redemption price shall be par, together with accrued interest to the date of redemption and thirty (30) days prior written notice shall be sent by United States Mail, first class postage prepaid, to the registered owners of the Certificates to be redeemed. All redemptions are subject to the terms and provisions relating thereto contained in the Ordinance. If this Certificate (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Certificate (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor, provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event a portion of the principal amount of a Certificate is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Certificate to the Paying Agent/Registrar at its Designated Payment/Transfer Office, and a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner without charge. If a Certificate is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Certificate to an assignee of the registered owner within forty-five (45) days of the redemption date; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Certificate redeemed in part.

With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

The Certificates are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City and are additionally payable from and secured by a lien on and limited pledge of the Net Revenues (as defined in the Ordinance) of the City's Waterworks and Sewer System (the "System"), such lien and pledge being limited to an amount not in excess of $2,500 and being junior and subordinate to the lien on and pledge of the Net Revenues of the System securing the payment of "Prior Lien Obligations" (as defined in the Ordinance) now outstanding and hereafter issued by the City. In the Ordinance, the City reserves and retains the right to issue Prior Lien Obligations while the Certificates are outstanding without limitation as to principal amount but subject to any terms, conditions or restrictions as may be applicable thereto under law or otherwise and additional certificates equally and ratably secured with the Certificates by a parity lien on and pledge of the Net Revenues of the System.

Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all the provisions of which the Registered Owner hereof by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Certificates; the properties constituting the System; the Net Revenues pledged to the payment of the principal of and interest on the Certificates; the nature and extent and manner of enforcement of the limited pledge; the terms and conditions relating to the transfer of this Certificate; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the registered owners of the Certificates; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the tax levy and the liens, pledges, charges and covenants made therein may be discharged at or prior to the maturity of this Certificate, and this Certificate deemed to be no longer Outstanding thereunder; and for the other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the Registered Owner hereof, or his or her duly authorized agent. When a transfer on the Security Register occurs, one or more fully registered Certificates of authorized denominations and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, may treat the Registered Owner hereof whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to payment of principal hereof at its Stated Maturity or its date of redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each registered owner appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented, and covenanted that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Certificates to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Certificates do not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Certificates by the levy of a tax and a pledge of the Net Revenues of the System as aforestated. In case any provision in this Certificate or any application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Certificate to be duly executed under the official seal of the City as of the Certificate Date.

CITY OF MIDLAND, TEXAS

_____
[Mayor][Mayor Pro Tem]

COUNTERSIGNED:

_____
City Secretary

(SEAL)

(c) Form of Registration Certificate of Comptroller of Public Accounts to Appear on Initial Certificates only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	
	§	REGISTER NO. _____
THE STATE OF TEXAS	§	

I HEREBY CERTIFY that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

(d) Form of Certificate of Paying Agent/Registrar to appear on definitive Certificates only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Certificate has been duly issued and registered under the provisions of the within-mentioned Ordinance; the certificate or certificates of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated offices of the Paying Agent/Registrar in _____, _____ is the Designated Payment/Transfer Office of the Certificate.

_____
_____, _____,
as Paying Agent/Registrar

Registration Date:
_____

By:
_____
Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee:) _____
_____
_____
(Social Security or other identifying number: _____) the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature Guaranteed:

_____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular.

(f) The Initial Certificate(s) shall be in the form set forth in paragraph (b) of this Section, except that the form of the fully registered Initial Certificate shall be modified as follows:

The Heading and the first paragraph shall be amended as follows:

REGISTERED
NO. T-1

REGISTERED
$_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF MIDLAND, TEXAS
TAX AND LIMITED PLEDGE REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2021

Certificate Date: _____, 2021

Registered Owner: _____

Principal Amount: _____ DOLLARS

The City of Midland (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Midland and Martin, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on _____ in each of the years and in principal amounts and bearing interest at per annum rates in accordance with the following schedule:

Year of Stated Maturity	Principal Amount ($)	Interest Rates (%)

(Information to be inserted from the Pricing Certificate)

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest (computed on the basis of a 360-day year consisting of twelve 30-day months) on the unpaid Principal Amount hereof from the date of initial delivery of the Certificates at the per annum rate of interest specified above; such interest being payable on _____ and _____ of each year, commencing _____ 1, 20__. Principal of this Certificate is payable at its Stated Maturity or redemption to the Registered Owner hereof, by _____, _____, _____ (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated offices initially in _____, _____, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the Registered Owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the _____ day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States mail, first-class postage prepaid, to the address of the Registered Owner recorded in the Security Register on the Record Date or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a

legal holiday, or a day when banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the Registered Owner hereof and in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts.

SECTION 10: Definitions. For purposes of this Ordinance and for clarity with respect to the issuance of the Certificates herein authorized, and the levy of taxes and appropriation of Net Revenues for the Certificates, the following definitions are provided:

(a) The term "*Additional Certificates*" shall mean combination tax and revenue certificates of obligation hereafter issued under and pursuant to the provisions of the Act, or similar law hereafter enacted and payable from ad valorem taxes and additionally payable from and secured by a parity lien on and pledge of the Net Revenues of the System of equal rank and dignity with the lien and pledge securing the payment of the Certificates.

(b) The term "*Certificates*" shall mean the "CITY OF MIDLAND, TEXAS, TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021" or the designation specified in the Pricing Certificate and authorized by this Ordinance.

(c) The term "*Certificate Fund*" shall mean the special fund created and established under the provisions of Section 11 of this Ordinance.

(d) The term "*Collection Date*" shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date annual ad valorem taxes levied each year by the City become delinquent.

(e) The term "*Fiscal Year*" shall mean the annual financial accounting period used with respect to the operations of the System now ending on September 30th of each year; provided, however, the City Council may change, by ordinance duly passed, such annual financial accounting period to end on another date if such change is found and determined to be necessary for budgetary or other fiscal purposes.

(f) Unless otherwise modified by the Pricing Officer, the term "Government Securities" as used herein, shall mean (a) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (b) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and on the date of their acquisition or purchase by the City are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (d) any other then authorized securities or obligations that may be used to defease obligations such as the Certificates under the then applicable laws of the State of Texas.

(g) The term "*Gross Revenues*" shall mean all income, revenues, and receipts of every nature derived from or received by virtue of the operation of the System, including interest income and earnings received from the investment of moneys in any special funds created for the payment and security of the Prior Lien Obligations and other obligations payable in whole or in part from and secured by a lien on and pledge of the Net Revenues.

(h) The term "*Net Revenues*" shall mean the Gross Revenues of the System, with respect to any period, after deducting the System's Operating and Maintenance Expenses during such period.

(i) The term "*Operating and Maintenance Expenses*" shall mean all current expenses of maintenance and operation thereof, including all salaries, labor, materials, repairs and extensions necessary to render efficient service, provided, however, that only such expenses for repairs and extensions as in the judgment of the City Council, reasonably and fairly exercised, are necessary to keep the System in operation and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair any obligations payable from the Net Revenues of the System, shall be deducted in determining "Net Revenues." Contractual payments for the purchase of water or the treatment of sewage shall be a maintenance and operating expense of the System to the extent provided in the contract incurred therefor and as may be authorized by statute. Depreciation shall never be considered as an expense of operation and maintenance.

(j) The term "*Outstanding*" when used in this Ordinance with respect to Certificates means, as of the date of determination, all Certificates theretofore issued and delivered under this Ordinance, except:

(i) those Certificates canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(ii) those Certificates deemed to be duly paid by the City in accordance with the provisions of Section 24 hereof; and

(iii) those Certificates that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 28 hereof.

(k) The term "*Prior Lien Obligations*" shall mean all bonds or other similar obligations that are payable in whole or in part from and secured by a lien on and pledge of the Net Revenues of the System which is prior and superior in claim, rank and dignity to the lien on and pledge of the Net Revenues securing the payment of the Certificates.

(l) The term "*System*" shall mean the City's existing Waterworks and Sewer System, including, but not limited to, all properties (real, personal or mixed and tangible or intangible) owned, operated, maintained, and vested in the City for the supply, treatment and distribution of treated water for domestic, commercial, industrial and other uses, and the collection and treatment of water carried wastes, together with all future additions, extensions, replacements and improvements to the System.

SECTION 11: Certificate Fund. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption and retirement of the Certificates, there shall be and is hereby created a special fund to be designated "SPECIAL 2021 CITY OF MIDLAND, TEXAS,

TAX AND LIMITED PLEDGE REVENUE CERTIFICATE OF OBLIGATION FUND", and all moneys deposited to the credit of such Certificate Fund shall be kept and maintained at the City's depository bank, and moneys deposited in said Certificate Fund shall be used for no other purpose. Proper officers of the City are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for the Certificates, from funds on deposit in the Certificate Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Certificates as the same accrues or matures or comes due by reason of redemption prior to maturity; such transfers of funds to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar for the Certificates at the close of business on the last business day next preceding each interest and/or principal payment date for the Certificates.

Pending the transfer of funds to the Paying Agent/Registrar, money in the Certificate Fund may, at the option of the City, be invested in obligations identified in, and in accordance with the provisions of the "Public Funds Investment Act," Texas Government Code, Chapter 2256, as amended, relating to the investment of "bond proceeds"; provided that all such investments shall be made in such a manner that the money required to be expended from said Certificate Fund will be available at the proper time or times. All interest and income derived from deposits and investments in the Certificate Fund shall be credited to, and any losses debited to, the said Certificate Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Certificates.

SECTION 12: Tax Levy. To provide for the payment of the "Debt Service Requirements" on the Certificates being (i) the interest on said Certificates and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied, within the limitations prescribed by law, for the current year and each succeeding year thereafter while said Certificates or any interest thereon shall remain Outstanding, a sufficient tax on each one hundred dollars' valuation of taxable property in said City, adequate to pay such Debt Service Requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be deposited into the Certificate Fund. This governing body hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the said Debt Service Requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

The amount of taxes to be provided annually for the payment of the principal of and interest on the Certificates shall be determined and accomplished in the following manner:

(a) Prior to the date the City Council establishes the annual tax rate and passes an ordinance levying ad valorem taxes each year, the City Council shall determine:

(i) The amount on deposit in the Certificate Fund after (a) deducting the total amount of Debt Service Requirements to become due on Certificates prior to the Collection Date for the ad valorem taxes to be levied and (b) adding to that amount the amount of Net Revenues of the System appropriated and allocated to pay such Debt Service Requirements prior to the Collection Date for the ad valorem taxes to be levied.

(ii) The amount of Net Revenues and other lawfully available revenues, if any, that are appropriated and to be set aside for the payment of the Debt Service Requirements

on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(iii) The amount of Debt Service Requirements to become due and payable on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(b) The amount of taxes to be levied annually each year to pay the Debt Service Requirements on the Certificates shall be the amount established in paragraph (iii) above less the sum total of the amounts established in paragraphs (i) and (ii), after taking into consideration delinquencies and costs of collecting such annual taxes.

SECTION 13: Limited Pledge of Net Revenues. The City hereby covenants and agrees that subject to the prior lien on and pledge of the Net Revenues to the payment and security of the Prior Lien Obligations, the Net Revenues of the System, in an amount not to exceed $2,500, are hereby irrevocably pledged, equally and ratably, to the payment of the principal of and interest on the Certificates. This limited pledge of $2,500 of the Net Revenues made for the payment of the Certificates shall constitute a lien on the Net Revenues until such time as the City shall pay all of such $2,500 in Net Revenues, after which time the pledge shall cease, all in accordance with the terms and provisions of this Ordinance; this limited pledge shall be junior and subordinate to the lien on and pledge of Net Revenues of the System securing the payment of "Prior Lien Obligations" (as defined in the Ordinance) now outstanding and hereafter issued by the City; and, this limited pledge shall be valid and binding without further action by the City.

SECTION 14: System Fund. The City hereby covenants and agrees that all Gross Revenues (excluding earnings from the investment of money held in any special funds or accounts created for the payment and security of Prior Lien Obligations) shall be deposited from day to day as collected into a "City of Midland Waterworks and Sewer System Fund" (hereinafter called "System Fund") which Fund shall be kept and maintained at an official depository bank of the City. All moneys deposited in the System Fund shall be pledged and appropriated to the extent required for the following purposes and in the order of priority shown, to wit:

First: To the payment of all necessary and reasonable Operating and Maintenance Expenses of the System as defined herein or required by statute to be a first charge on and claim against the Gross Revenues;

Second: To the payment of the amounts required to be deposited in the special Funds created and established for the payment, security and benefit of Prior Lien Obligations in accordance with the terms and provisions of the ordinances authorizing the issuance of Prior Lien Obligations; and

Third: To the payment of the amounts required to be deposited in the special funds and accounts created and established for the payment of the Certificates and Additional Certificates.

Any Net Revenues remaining in the System Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be appropriated and used for any other City purpose now or hereafter permitted by law.

SECTION 15: Deposits to Certificate Fund. The City hereby covenants and agrees to cause to be deposited in the Certificate Fund from the pledged Net Revenues in the System Fund, an amount not to exceed $2,500.

The City covenants and agrees that the amount of pledged Net Revenues ($2,500), together with ad valorem taxes levied, collected, and deposited in the Certificate Fund for and on behalf of the Certificates, will be an amount equal to one hundred percent (100%) of the amount required to fully pay the interest and principal due and payable on the Certificates. In addition, any surplus proceeds from the sale of the Certificates not expended for authorized purposes shall be deposited in the Certificate Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said Fund from ad valorem taxes and the Net Revenues.

SECTION 16: Security of Funds. All moneys on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and moneys on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

SECTION 17: Maintenance of System - Insurance. While the Certificates remain Outstanding, the City covenants and agrees to maintain and operate the System with all possible efficiency and to maintain casualty and other insurance on the properties of the System and its operations of a kind and in such amounts customarily carried by municipal corporations in the State of Texas engaged in a similar type business; and that it will faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State of Texas.

SECTION 18: Rates and Charges. The City hereby covenants and agrees that rates and charges for services provided by the System will be established and maintained, on the basis of all available information and experience and with due allowance for contingencies, that are reasonably expected to provide Gross Revenues to pay:

(a) Operating and Maintenance Expenses of the System;

(b) the interest on and principal of Prior Lien Obligations and the amounts required to be deposited into any special Funds created and established for the payment and security of the Prior Lien Obligations;

(c) the amounts required to be deposited in the special Funds or Accounts (the Certificate Fund) created for the payment of the Certificates and Additional Certificates;

(d) any other legally incurred indebtedness payable from the revenues of the System and/or secured by a lien on the System or the revenues thereof.

SECTION 19: Records and Accounts - Annual Audit. The City further covenants and agrees that while any Certificates remain Outstanding, it will keep and maintain accurate and complete records and accounts pertaining to the ownership, operation and maintenance of the System. The Holders of the Certificates or any duly authorized agent or agents of such Holders shall have the right to inspect the System and all properties comprising the same. The City further agrees that following the close of each Fiscal Year, it will cause an audit of such books and accounts to be made by an independent firm of Certified Public Accountants. Copies of each annual audit shall be furnished to the Executive Director of the Municipal Advisory Council of

Texas at his or her office in Austin, Texas and are available at the City's website, currently www.ci.midland.tx.us.

SECTION 20: Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City (a) defaults in the payments to be made to the Certificate Fund, or (b) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance, any Holder shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 21: Special Covenants. The City hereby further covenants as follows:

(a) It has the lawful power to pledge the Net Revenues of the System supporting this issue of Certificates and has lawfully exercised said powers under the Constitution and laws of the State of Texas, including said power existing Texas Government Code, Chapter 1502, as amended, and Texas Local Government Code, Subchapter C of Section 271, as amended.

(b) Other than for the payment of the outstanding Prior Lien Obligations and the Certificates, the Net Revenues of the System are not in any manner pledged to the payment of any debt or obligation of the City or of the System.

(c) While any Certificates remain Outstanding, the City will not sell, lease, or encumber the System or any substantial part thereof; provided that this covenant shall not be construed to prohibit the sale of such machinery, or other properties or equipment which has become obsolete or otherwise unsuited to the efficient operation of the System.

(d) To the extent that it legally may, while any of the Certificates are Outstanding, no franchise shall be granted for the installation or operation of any competing waterworks and sanitary sewer systems other than those owned by the City, and the operation of any such systems by anyone other than the City shall be prohibited.

SECTION 22: Issuance of Prior Lien Obligations and Additional Certificates. The City hereby expressly reserves the right to issue Prior Lien Obligations, without limitation as to principal amount but subject to any terms, conditions or restrictions applicable under law or otherwise, and, also reserves the right to issue Additional Certificates which, together with the Certificates, shall be secured by a parity lien on and pledge of the Net Revenues of the System.

SECTION 23: Subordinate to Prior Lien Obligations, Covenants and Agreements. It is the intention of this governing body and accordingly hereby recognized and stipulated that the provisions, agreements and covenants contained herein bearing upon the management and operations of the System and the administering and application of revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements and covenants contained in ordinances authorizing the issuance of Prior Lien Obligations, and to the extent of any irreconcilable conflict between the provisions contained herein and in ordinances

authorizing the issuance of Prior Lien Obligations, the provisions, agreements and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Ordinance but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the holders or owners of the Prior Lien Obligations. Notwithstanding the above, any change or modification affecting the application of revenues derived from the operation of the System shall not impair the obligation of contract with respect to the pledge of revenues herein made for the payment and security of the Certificates.

SECTION 24: Satisfaction of Obligations of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance; then the pledge of taxes levied and the lien on and limited pledge of the Net Revenues of the System (to the extent such limited pledge of Net Revenues shall not have been discharged or terminated by prior payment of principal of or interest on the Certificates) under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall cease, terminate, and be discharged and satisfied.

Certificates shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at maturity or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities (as defined in Section 10(f) above) shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting or consulting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The City reserves the right, subject to satisfying the requirements of (i) and (ii) above, to substitute other Government Securities for the Government Securities originally deposited, to reinvest the uninvested moneys on deposit for such defeasance and to withdraw for the benefit of the City moneys in excess of the amount required for such defeasance. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Certificates to be treated as “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

The City reserves the option, to be exercised at the time of the defeasance of the Certificates, to call for redemption, at an earlier date, those Certificates which have been defeased to their maturity date, if the City: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Certificates for redemption; (ii) gives notice of the reservation of that right to the owners of the Certificates immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

Any moneys so deposited with the Paying Agent/Registrar and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow

agent, pursuant to this Section which is not required for the payment of the Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three (3) years after the maturity, or applicable redemption date, of the Certificates such moneys were deposited and are held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

SECTION 25: Ordinance a Contract - Amendments. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Certificate remains Outstanding except as permitted in this Section. The City, may, without the consent of or notice to any Holders of the Certificates, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders of the Certificates, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of Holders of the Certificates holding a majority in aggregate principal amount of the Certificates then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Certificates, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required to be held by Holders for consent to any such amendment, addition, or rescission.

SECTION 26: Notices to Holders - Waivers. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Certificates. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 27: Cancellation. All Certificates surrendered for payment, redemption, transfer, or exchange, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Certificates held by the Paying Agent/Registrar shall be returned to the City.

SECTION 28: Mutilated, Destroyed, Lost and Stolen Certificates. In case any Certificate shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Certificate of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Certificate, or in lieu of and in substitution for such destroyed, lost or stolen Certificate, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Certificate, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Certificate shall be borne by the Holder of the Certificate mutilated, or destroyed, lost or stolen.

Every replacement Certificate issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates; notwithstanding the enforceability of payment by anyone of the destroyed, lost or stolen Certificates.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Certificates.

SECTION 29: Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

"*Closing Date*" means the date on which the Certificates are first authenticated and delivered to the initial purchasers against payment therefor.

"*Code*" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"*Computation Date*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Gross Proceeds*" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Certificates.

"*Investment*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Nonpurpose Investment*" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

"*Rebate Amount*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Regulations*" means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Certificates. Any reference to any specific Regulation

shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"*Yield*" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Certificates has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in Section 61 of the Code, of the Holder thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Certificates:

(i) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Certificates, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department, and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Certificates.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Certificate is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Certificates with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Certificates by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States out of the Certificate Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Certificates equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Director of Finance and Interim Director of Finance, either or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

(k) Qualified Tax-Exempt Obligations. The Pricing Officer is hereby authorized to designate in the Pricing Certificate the designation of the Certificates as "qualified tax-exempt obligations" in accordance with the provisions of the paragraph (3) of subsection (b) of Section 265 of the Code in the event the Certificates qualify for such designation and confirm that the Certificates are not "private activity bonds" as defined in the Code and confirm the amount of "tax-exempt obligations" to be issued by the City (including all subordinate entities of the City) for the calendar year in which the Certificates are issued will not exceed the applicable limitation.

SECTION 30: Sale of the Certificates – Approval of Official Statement. The Certificates authorized by this Ordinance are to be sold by the City to the Purchasers in accordance with a bond purchase agreement in the event of a negotiated sale, letter agreement to purchase in the event of a private placement, or the successful bid form in the event of a competitive sale, as applicable (the "Purchase Contract"), the terms and provisions of which Purchase Contract are to be determined by the Pricing Officer in accordance with Section 3 hereof. The Pricing Officer is hereby authorized and directed to execute the Purchase Contract for and on behalf of the City, as the act and deed of this Council, and to make a determination as to whether the terms are in the City's best interests, which determination shall be final.

With regard to such terms and provisions of the Purchase Contract, the Pricing Officer is hereby authorized to come to an agreement with the Purchasers on the following, among other matters:

1. The details of the purchase and sale of the Certificates;

2. The details of any public offering of the Certificates by the Purchasers, if any;

3. The details of any Official Statement or similar disclosure document (and, if appropriate, any Preliminary Official Statement) relating to the Certificates and the City's Rule 15c2-12 compliance, if applicable;

4. A security deposit for the Certificates, if any;

5. The representations and warranties of the City to the Purchasers;

6. The details of the delivery of, and payment for, the Certificates;

7. The Purchasers' obligations under the Purchase Contract;

8. The certain conditions to the obligations of the City under the Purchase Contract;

9. Termination of the Purchase Contract;

10. Particular covenants of the City;

11. The survival of representations made in the Purchase Contract;

12. The payment of any expenses relating to the Purchase Contract;

13. Notices; and

14. Any and all such other details that are found by the Pricing Officer to be necessary and advisable for the purchase and sale of the Certificates.

The Mayor or Mayor Pro Tem and City Secretary of the City and the Pricing Officer are each further authorized and directed to deliver for and on behalf of the City copies of a Preliminary Official Statement and Official Statement prepared in connection with the offering of the Certificates by the Purchasers, in final form as may be required by the Purchasers, and such final Official Statement as delivered by said officials shall constitute the Official Statement authorized for distribution and use by the Purchasers.

SECTION 31: Proceeds of Sale. The proceeds of sale of the Certificates, less accrued interest, if any and those proceeds of sale designated to pay costs of issuance and any additional proceeds being deposited to the Certificate Fund as specified in the Pricing Certificate, shall be deposited in a construction fund maintained at a City depository bank. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments pursuant to the Public Funds Investment Act, Texas Government Code Chapter 2256, as amended, and, any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Certificate Fund as shall be determined by the City Council. Any accrued interest and all surplus proceeds of sale of the Certificates, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Certificate Fund.

SECTION 32: Control and Custody of Certificates. The Mayor or Mayor Pro Tem of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing of the Certificates, and shall take and have charge and control of the Initial Certificates pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

Furthermore, the Mayor, Mayor Pro Tem, City Secretary, City Manager, Director of Finance and Interim Director of Finance, any one or more of said officials, are hereby authorized

and directed to furnish and execute such documents and certifications relating to the City and the issuance of the Certificates, including a certification as to facts, estimates, circumstances and reasonable expectations pertaining to the use and expenditure and investment of the proceeds of the Certificates as may be necessary for the approval of the Attorney General, registration by the Comptroller of Public Accounts and delivery of the Certificates to the purchasers thereof and, together with the City's financial advisor, bond counsel and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Certificates to the initial purchaser(s) and the exchange thereof for definitive Certificates.

SECTION 33: Continuing Disclosure Undertaking. This Section shall apply unless the Pricing Officer determines in the Pricing Certificate that an undertaking is not required pursuant to the Rule (defined below).

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year, beginning in or after the year stated in the Pricing Certificate, financial information and operating data with respect to the City of the general type of information contained in the Official Statement approved by the Pricing Officer and described in the Pricing Certificate, and (2) within twelve months after the end of each fiscal year ending in or after the year specified in the Pricing Certificate, audited financial statements of the City. If audited financial statements are not available within 12 months after the end of any fiscal year, the City will provide unaudited financial statements by the required time, and audited financial statements when and if such audited financial statements become available. Any financial statements so provided shall be prepared in accordance with the accounting principles described in the Pricing Certificate, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) Notices of Certain Events.

The City shall provide notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than ten (10) business days after occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
7. Modifications to rights of holders of the Certificates, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in item 12 of the immediately preceding paragraph is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if

such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City and (b) the City intends the words used in the immediately preceding paragraphs 15 and 16 in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) Filings with the MSRB.

All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments.

The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give the notice required by subsection (c) of this Section of any Certificate calls and defeasance that cause the City to be no longer such an "obligated person."

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Certificates; and, nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section. Except as expressly provided within this Section, the City does not undertake to provide any other information, whether or not it may be relevant or material to a complete presentation of the City's financial results, condition, or prospects; nor does the City undertake to update any information provided in accordance with this Section or otherwise. Furthermore, the City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Certificates. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 34: Bond Counsel's Opinion. The Purchaser's obligation to accept delivery of the Certificates is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Dallas, Texas, approving the Certificates as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Certificates. The City Council confirms the continuation of the engagement of Norton Rose Fulbright US LLP as the City's bond counsel.

SECTION 35: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Director of Finance, Interim Director of Finance and City Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Certificates. In addition, prior to the initial delivery of the Certificates, the City Manager, Mayor, Mayor Pro Tem, Director of Finance, Interim Director of Finance or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Certificates by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 36: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers

on the definitive Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor attorneys approving said Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

SECTION 37: Municipal Bond Insurance. The Certificates may be sold with the principal of and interest thereon being insured by a municipal bond insurance provider authorized to transact business in the State of Texas. The Pricing Officer is hereby authorized to make the selection of municipal bond insurance (if any) for the Certificates and make the determination of the provisions of any commitment therefor.

SECTION 38: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

SECTION 39: Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 40: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 41: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 42: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 43: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 44: Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 45: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, Texas Government Code, as amended.

SECTION 46: Effective Date. In accordance with the provisions of Section 1201.028, Texas Government Code, as amended, this Ordinance shall take effect and be in full force immediately from and after its date of adoption shown below.

[Remainder of page intentionally left blank]

PASSED AND APPROVED this the 22nd day of June, 2021.

CITY OF MIDLAND, TEXAS

Patrick Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

(City Seal)

APPROVED AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT A

Form of Paying Agent/Registrar Agreement

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of _____, 2021 (this "Agreement"), by and between UMB Bank, N.A., a banking association duly organized and existing under the laws of the United States of America (the "Bank") and the City of Midland, Texas (the "Issuer"),

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "City of Midland, Texas Tax and Limited Pledge Revenue Certificates of Obligation, Series 2021" (the "Securities"), dated _____, 2021, such Securities scheduled to be delivered to the initial purchasers thereof on or about _____, 2021; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE
APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01 Appointment. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the "Authorizing Document" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Authorizing Document.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02 Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in **Annex A** attached hereto; provided however, notwithstanding anything herein or in Annex A to the contrary, the aggregate value of this agreement shall be less than the dollar limitation set forth in Section 2271.002(a)(2) of the Texas Government Code, as amended.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO
DEFINITIONS

Section 2.01 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Acceleration Date" on any Security means the date, if any, on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

"Authorizing Document" means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

"Bank Office" means the designated office of the Bank at the address shown in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

"Financial Advisor" means Hilltop Securities Inc.

"Holder" and "Security Holder" each means the Person in whose name a Security is registered in the Security Register.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

"Predecessor Securities" of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Authorizing Document).

"Redemption Date", when used with respect to any Security to be redeemed, means the date fixed for such redemption pursuant to the terms of the Authorizing Document.

"Responsible Officer", when used with respect to the Bank, means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"Security Register" means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

"Stated Maturity" means the date specified in the Authorizing Document the principal of a Security is scheduled to be due and payable.

Section 2.02 Other Definitions. The terms "Bank," "Issuer," and "Securities (Security)" have the meanings assigned to them in the recital paragraphs of this Agreement.

The term "Paying Agent/Registrar" refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE
PAYING AGENT

Section 3.01 Duties of Paying Agent. As Paying Agent, the Bank shall pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the following address:

UMB Bank, N.A.
928 Grand Blvd., 4th Floor
Kansas City, MO 64106
Attention: Corporate Trust Operations

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date (as defined in the Authorizing Document). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first class postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder's risk and expense.

Section 3.02 Payment Dates. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Authorizing Document.

ARTICLE FOUR
REGISTRAR

Section 4.01 Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "Security Register") for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, such written instrument to be in a form satisfactory to the Bank and duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02 Securities. The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03 Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04 List of Security Holders. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05 Return of Cancelled Securities. The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06 Mutilated, Destroyed, Lost or Stolen Securities. The Issuer hereby instructs the Bank, subject to the provisions of the Authorizing Document, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, destroyed, lost or stolen, the Bank may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such mutilated, destroyed, lost or stolen Security, only upon the approval of the Issuer and after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, destroyed, lost or stolen.

Section 4.07 Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE FIVE
THE BANK

Section 5.01 Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02 Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in

a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, the Financial Advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.03 Recitals of Issuer. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04 May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05 Moneys Held by Bank - Paying Agent Account/Collateralization. A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer under this Agreement for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such paying agent account shall be made by check drawn on such account unless the owner of the Securities shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

Section 5.06 Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or willful misconduct on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07 Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative office of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

In the event the Bank becomes involved in litigation in connection with this Section, the Issuer, to the extent permitted by law, agrees to indemnify and save the Bank harmless from all loss, cost, damages, expenses, and attorney fees suffered or incurred by the Bank as a result. The obligations of the Bank under this Agreement shall be performable at the principal corporate office of the Bank in the City of Dallas, Texas.

Section 5.08 DTC Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

ARTICLE SIX
MISCELLANEOUS PROVISIONS

Section 6.01 Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03 Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page(s) hereof.

Section 6.04 Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05 Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06 Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07 Merger, Conversion, Consolidation, or Succession. Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

Section 6.08 Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.09 Entire Agreement. This Agreement and the Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Authorizing Document, the Authorizing Document shall govern.

Section 6.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.11 Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.12 Iran, Sudan or Foreign Terrorist Organizations. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of

Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or
https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Section 6.13 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

UMB BANK, N.A.

By: _____

Title: _____

Address: 5910 North Central Expressway,
Suite 1900
Dallas, Texas 75206

CITY OF MIDLAND, TEXAS

By: _____
_____ and Pricing Officer

Address: 300 N. Loraine
Midland, Texas 79701

CITY OF MIDLAND

ISSUANCE OF
CERTIFICATES OF OBLIGATION, SERIES 2021

JUNE 22, 2021

PROVIDED BY:
GEORGE WILLIFORD

HilltopSecurities
A Hilltop Holdings Company

PACKET
27.47
June 22, 2021

City of Midland, TX

Certificates of Obligation, Series 2021

Total Proceeds:	$55 million
• Sewer	$30 million
• Parks	$25 million
Planned Competitive Sale	June 23, 2021

Member FINRA / SIPC / NYSE
© 2021 Hilltop Securities Inc.
All Rights Reserved

Projected Debt Service
Total Project Proceeds $55,000,000
Preliminary

1	2	3	4	5	6	7	8	9	10	11	12
	Existing Tax Supported	Existing Water & Sewer	$25 million Series 2021 - Tax Supported [1] 7/22/2021 - 1.91%			$30 million Series 2021 - Water & Sewer [1] 7/22/2021 - 1.91%			AGGREGATE Tax Supported	AGGREGATE Water & Sewer	
FYE	Debt Service	Debt Service	Principal	Interest	Debt Service	Principal	Interest	Debt Service	Debt Service	Debt Service	FYE
2021	$ 9,717,815	$ 5,977,849	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,717,815	$ 5,977,849	2021
2022	9,443,337	5,890,494	625,000	888,886	1,513,886	750,000	1,066,863	1,816,863	10,957,223	7,707,357	2022
2023	9,438,289	5,892,355	750,000	766,100	1,516,100	900,000	919,500	1,819,500	10,954,389	7,711,855	2023
2024	9,435,502	5,892,713	785,000	727,725	1,512,725	945,000	873,375	1,818,375	10,948,227	7,711,088	2024
2025	9,431,642	5,890,628	830,000	687,350	1,517,350	995,000	824,875	1,819,875	10,948,992	7,710,503	2025
2026	9,437,676	5,895,249	870,000	644,850	1,514,850	1,045,000	773,875	1,818,875	10,952,526	7,714,124	2026
2027	9,435,136	5,901,086	915,000	600,225	1,515,225	1,095,000	720,375	1,815,375	10,950,361	7,716,461	2027
2028	8,958,646	5,884,437	960,000	553,350	1,513,350	1,155,000	664,125	1,819,125	10,471,996	7,703,562	2028
2029	8,949,764	5,885,451	1,010,000	504,100	1,514,100	1,215,000	604,875	1,819,875	10,463,864	7,705,326	2029
2030	8,305,494	5,897,326	1,060,000	452,350	1,512,350	1,275,000	542,625	1,817,625	9,817,844	7,714,951	2030
2031	8,300,107	5,889,780	1,105,000	409,275	1,514,275	1,325,000	490,875	1,815,875	9,814,382	7,705,655	2031
2032	8,291,662	5,887,510	1,140,000	375,600	1,515,600	1,365,000	450,525	1,815,525	9,807,262	7,703,035	2032
2033	7,433,846	4,883,958	1,175,000	340,875	1,515,875	1,410,000	408,900	1,818,900	8,949,721	6,702,858	2033
2034	7,434,350	4,882,036	1,210,000	305,100	1,515,100	1,450,000	366,000	1,816,000	8,949,450	6,698,036	2034
2035	5,575,063	4,884,996	1,245,000	268,275	1,513,275	1,495,000	321,825	1,816,825	7,088,338	6,701,821	2035
2036	5,576,038	4,880,692	1,285,000	230,325	1,515,325	1,540,000	276,300	1,816,300	7,091,363	6,696,992	2036
2037	5,579,463	4,882,541	1,325,000	191,175	1,516,175	1,590,000	229,350	1,819,350	7,095,638	6,701,891	2037
2038	5,575,138	2,176,800	1,365,000	150,825	1,515,825	1,635,000	180,975	1,815,975	7,090,963	3,992,775	2038
2039	5,577,738	2,176,400	1,405,000	109,275	1,514,275	1,685,000	131,175	1,816,175	7,092,013	3,992,575	2039
2040	5,578,394	2,177,700	1,450,000	66,450	1,516,450	1,740,000	79,800	1,819,800	7,094,844	3,997,500	2040
2041	4,453,700		1,490,000	22,350	1,512,350	1,790,000	26,850	1,816,850	5,966,050	1,816,850	2041
2042	4,452,675								4,452,675	-	2042
2043	4,458,850								4,458,850	-	2043
2044	2,921,200								2,921,200	-	2044
2045	1,402,500								1,402,500	-	2045
	$ 175,164,021	$ 101,730,002	$ 22,000,000	$ 8,294,461	$ 30,294,461	$ 26,400,000	$ 9,953,063	$ 36,353,063	$ 205,458,482	$ 138,083,065	

(1) Issue size includes estimated cost of issuance.

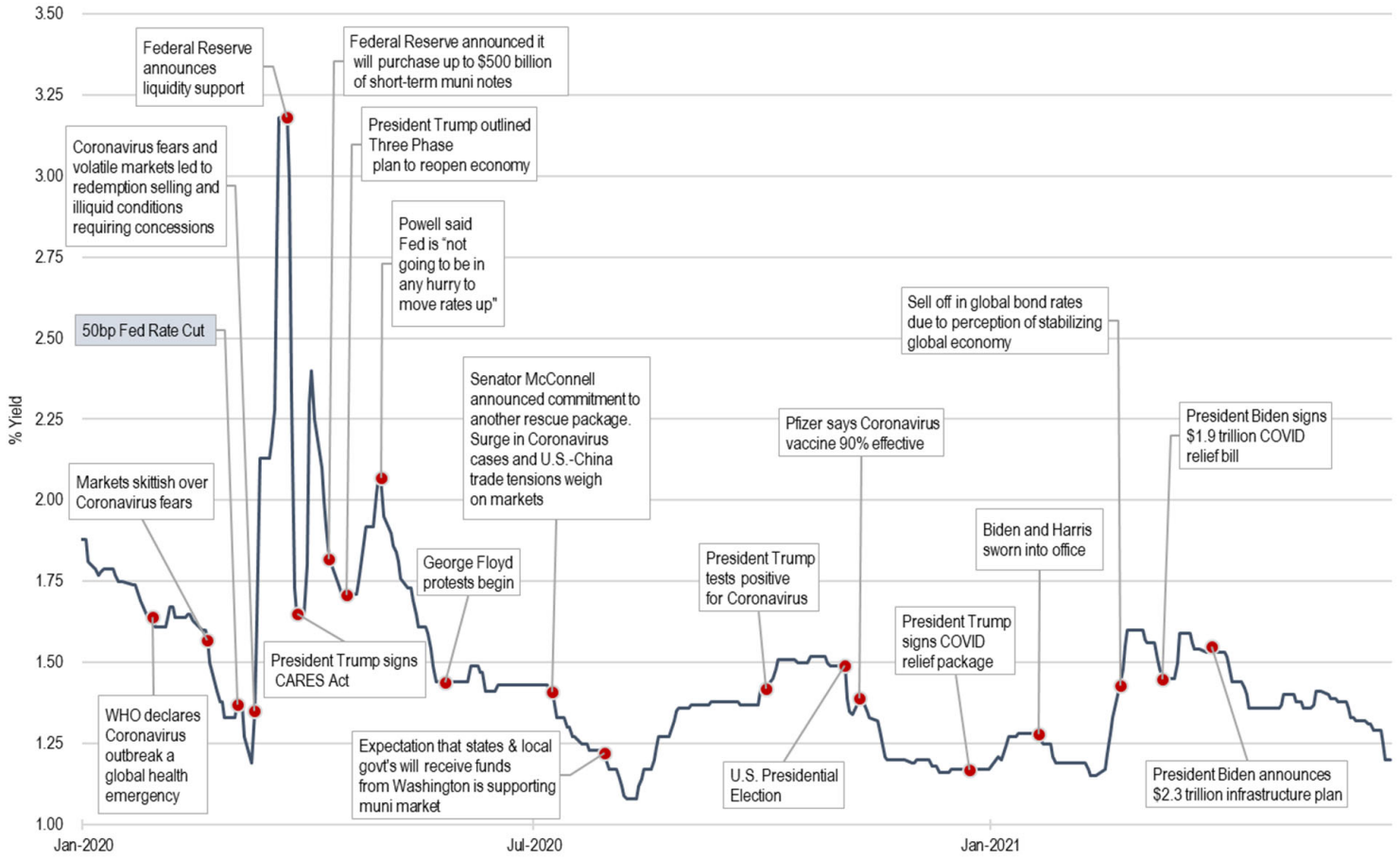
Member FINRA / SIPC / NYSE
© 2021 Hilltop Securities Inc.
All Rights Reserved

MARKET UPDATE

PACKET
27.50
June 22, 2021

Change in 20-Year MMD

Change in 20-Year MMD with Market Commentary – 1/1/19 to 6/11/21

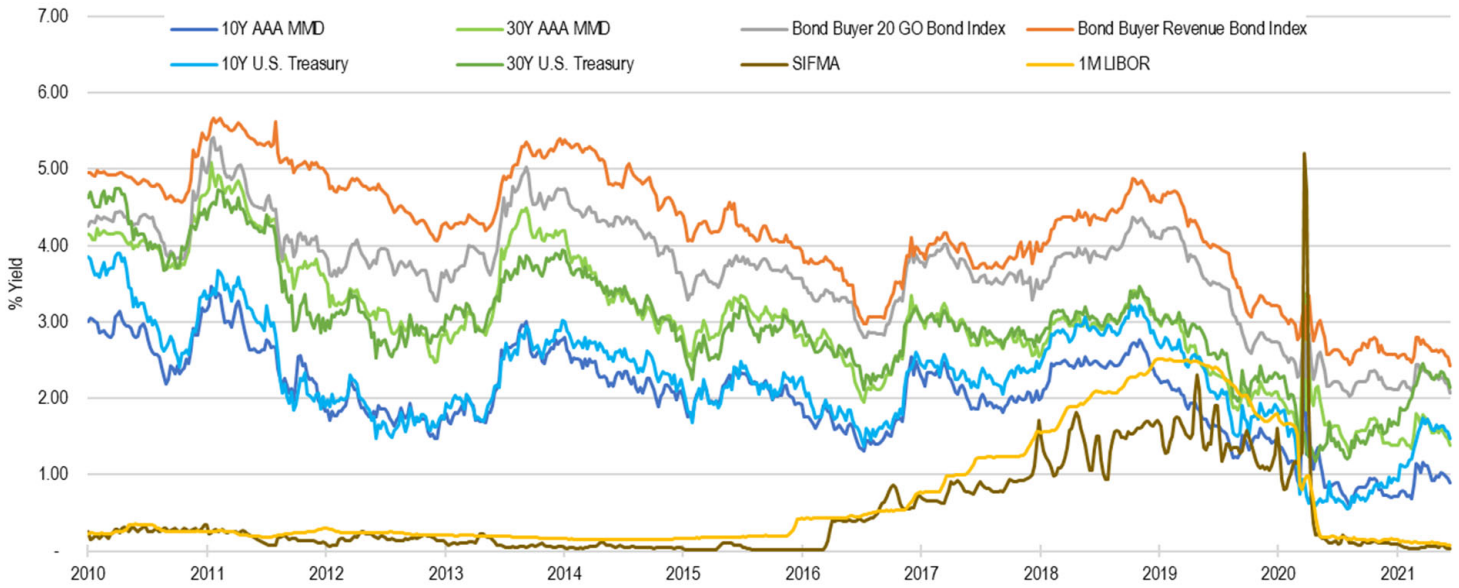


Source: Refinitiv Municipal Market Data and HilltopSecurities

Member FINRA / SIPC / NYSE
© 2021 Hilltop Securities Inc.
All Rights Reserved

Weekly Benchmark Interest Rates

Benchmark Interest Rates – 1/1/10 to 6/11/21



Rates Analysis – 1/1/10 to 6/11/21

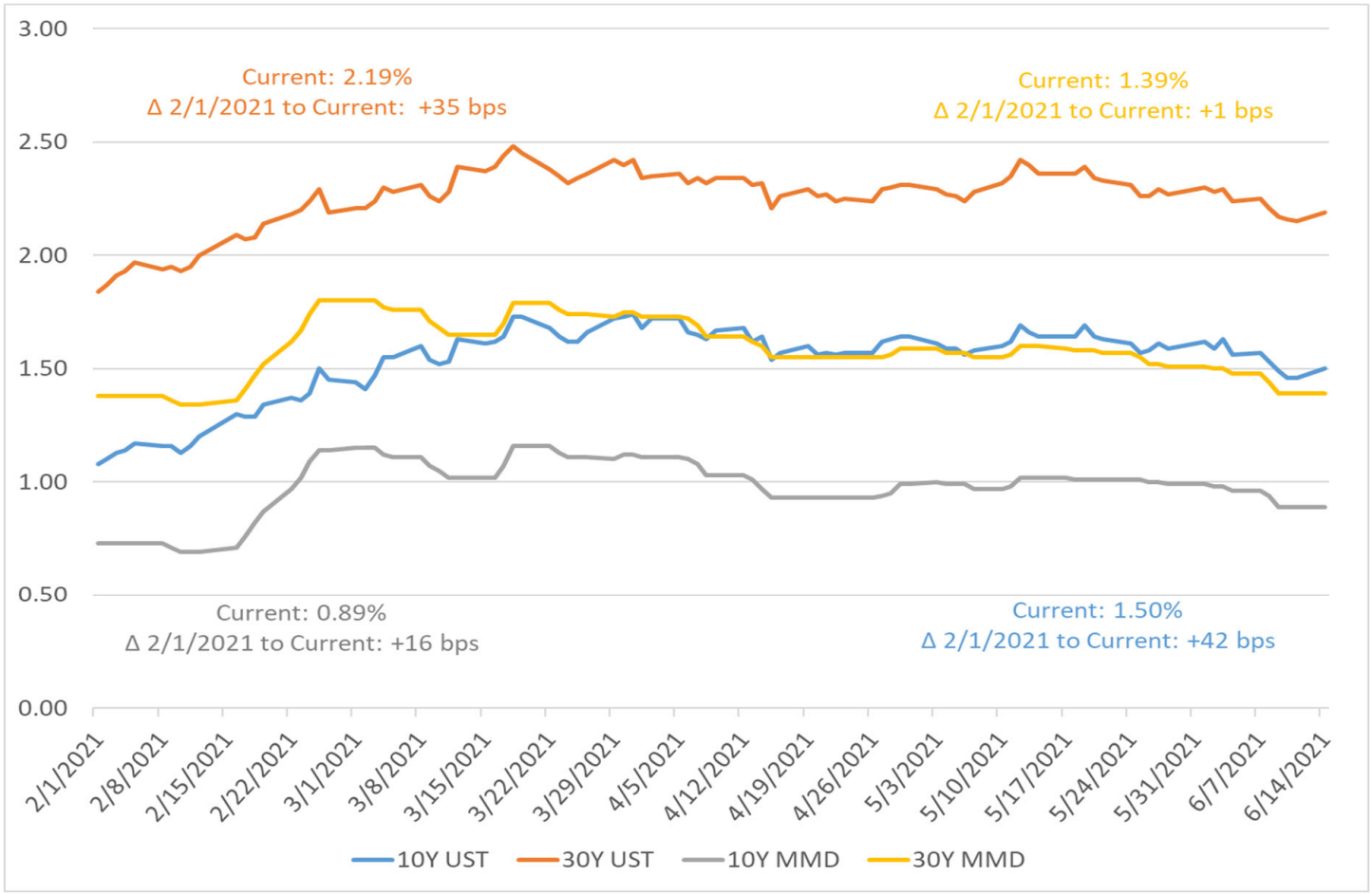
	10Y AAA MMD	30Y AAA MMD	Bond Buyer 20 GO Bond Index	Bond Buyer Revenue Bond Index	10Y U.S. Treasury	30Y U.S. Treasury	SIFMA	1M LIBOR
Current	0.89	1.39	2.07	2.43	1.47	2.15	0.03	0.07
Maximum	3.46	5.08	5.41	5.67	3.90	4.75	5.20	2.52
Minimum	0.58	1.27	2.02	2.43	0.55	1.17	0.01	0.07
Average	2.03	3.02	3.69	4.22	2.23	3.01	0.48	0.67
% Time Lower	5.7%	1.2%	0.3%	0.0%	9.5%	10.7%	7.7%	0.0%

Source: Refinitiv Municipal Market Data, U.S. Treasury and Bloomberg

Member FINRA / SIPC / NYSE
© 2021 Hilltop Securities Inc.
All Rights Reserved

Historical U.S. Treasury and MMD Interest Rates

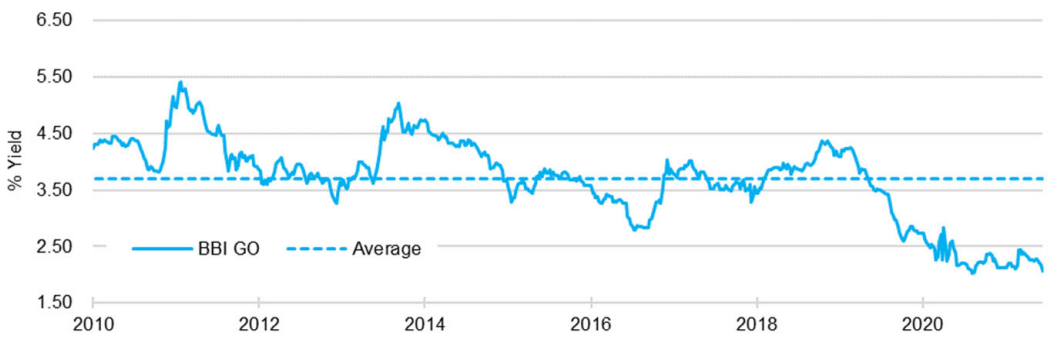
February 1, 2021 – June 14, 2021

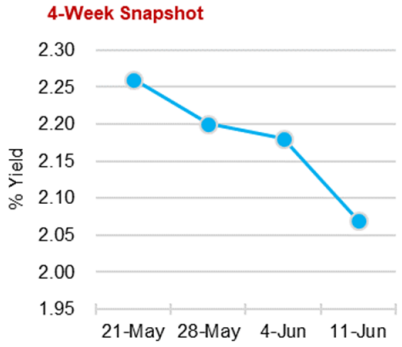


Member FINRA / SIPC / NYSE
© 2021 Hilltop Securities Inc.
All Rights Reserved

Tax-Exempt Market Overview | The Bond Buyer

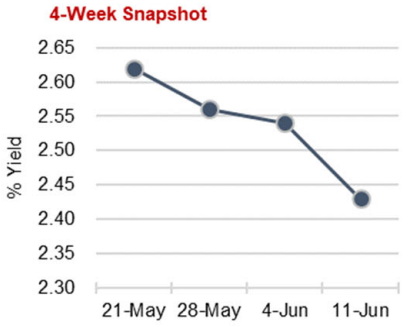
The Bond Buyer 20-Bond General Obligation Index – 1/1/10 to 6/11/21





The Bond Buyer Revenue Bond Index – 1/1/10 to 6/11/21





Source: The Bond Buyer

Member FINRA / SIPC / NYSE
© 2021 Hilltop Securities Inc.
All Rights Reserved

City Council Meeting

Item Number: 28

Meeting Date: June 22, 2021

To: City Council / City Manager

From: Christy Weakland,

Subject: Motion providing direction to the City Manager regarding Fiscal Year 2022 Hotel Motel Fund grant funding levels for agency recipients (DISTRICT: NONE) (FINANCE)

Purpose:

Motion providing direction to the City Manager regarding Fiscal Year 2022 Hotel Motel Fund grant funding levels for agency recipients

Recommended City Council Action:

Approve

Fiscal Impact:

$912,320 would need to be added to the 2022 budget to increase the funding to Hotel Motel grant recipients to the same amount paid in 2021.

Discussion:

Due to decreased Hotel Motel taxes received during 2020-2021, many of the agencies who usually receive funding from the Hotel Motel fund are not budgeted to receive their requested amounts for the upcoming year. Council has requested an effort from staff to increase 2022 funding to match the amounts paid to the agencies in 2021, which were recommended from the Hotel/Motel Advisory Board. $912,320 would need to be added to the 2022 budget to increase the funding to Hotel Motel grant recipients to the same amount paid in 2021.

There are 3 options suggested to fund this additional expense in the upcoming budget:
1. Hotel Motel Fund Balance
2. Grant from MDC
3. Funds received from the CARES grant

City Council Agenda

SUBJECT: **Motion providing direction to the City Manager regarding Fiscal Year 2022 Hotel Motel Fund grant funding levels for agency recipients**

There are 3 options suggested to fund this additional expense in the upcoming budget:

1. Hotel Motel Fund Balance
2. Grant from MDC
3. Funds received from the CARES grant

Option 1

Fund Balance Report Hotel Motel

Estimated for 9/30/2021 and 2022

	Estimated Fund Balance 9/30/2021	**$**	**10,052,274**
	Reserve for debt service	$	(5,390,700)
	Available EST Fund Balance 9/30/21	**$**	**4,661,574**
	Appropriated by City Council		
	Proposed Revenue Budget for 2022	$	5,050,000
	Proposed Expenditures Budget for 2022	$	(3,189,437)
*	Amount to make entities "whole"	$	(912,320)
	Proposed 2022 activity with allocation	**$**	**948,243**
	Adjusted Balance (spendable)	**$**	**5,609,817**
	Reserve added back	$	5,390,700
	Estimated ending balance 9/30/2022	**$**	**11,000,517**

Option 2

MDC Promotional Project Balance

Estimated for 9/30/2021 and 2022

	MDC Promotional Project Balance	**$**	**3,491,124**
*	Amount to make entities "whole"	$	(912,320)
	Project balance after grant	**$**	**2,578,804**

Note: This funding method will require individual promotional agreements between MDC and recipients, which will need MDC Board and Council approval.

Option 3

CARES FUNDS

	Estimated Fund Balance 9/30/2021	**$**	**3,217,151**
*	Amount to make entities "whole"	$	(912,320)
	Estimated ending balance 9/30/2022	**$**	**2,304,831**

City Council Meeting

Item Number: 29

Meeting Date: June 22, 2021

To: City Council / City Manager

From: Morris Williams, Assistant City Manager

Subject: AN ORDINANCE AMENDING THE 2020-2021 FISCAL YEAR BUDGET SO AS TO INCREASE THE AMOUNT APPROPRIATED TO THE SPAY / NEUTER VOUCHER PROGRAM (DISTRICT: ALL) (CITY MANAGER)

Purpose:

The FY21 Animal Services spay/neuter voucher budget of $215,000 has been depleted. Based on the average monthly voucher expenditures over the previous 7 months, we will need approximately $150,000 to cover the remaining 5 months of this fiscal year.
In years past, we were able to transfer funds from within Community Services to cover any overages. However, due to last year's budget cuts and this year's plan to keep the budget flat, my concern is that will not be an option.

Recommended City Council Action:

Approve

Fiscal Impact:

$150,000 from the Unappropriated Fund Balance

Discussion:

The FY21 Animal Services spay/neuter voucher budget of $215,000 has been depleted. Based on the average monthly voucher expenditures over the previous 7 months, we will need approximately $150,000 to cover the remaining 5 months of this fiscal year.
In years past, we were able to transfer funds from within Community Services to cover any overages. However, due to last year's budget cuts and this year's plan to keep the budget flat, my concern is that will not be an option.

At the May 17th Animal Services Advisory Commission meeting, the Board discussed the

voucher program expenditures and Commissioner Donnelly recommended and Ms. Aly Dial seconded the request of an additional $150,000 from City Council in order to continue the voucher program through FY21.

It would be in the City's best interest to proceed with the Board's recommendation in order to help reduce the overpopulation of animals in our community.

Background:

$215,000 budgeted for FY21 (a $65,000 reduction from prior year budget due to budget cuts)

From October 1, 2020 to April 30, 2021
- 2,955 vouchers redeemed at $70 a voucher
- $206,850 expended in the first 7 months of the fiscal year
- $8,150 remaining for 5 months (approx. 116 vouchers)

Of the 2,955 redeemed vouchers, 1,609 vouchers were for owned animals and 1,346 vouchers were for feral cats.

Vouchers Redeemed Amount
Owned 1,609 (54%) $112,630
Feral 1,346 (46%) $94,220
Total 2,955 $206,850

TOTAL as of April 30, 2021 - $206,850
Feral – 1,346 vouchers ($94,220)
Owned – 1,609 vouchers ($112,630)
Voucher Redemption Breakdown by Provider (highest to lowest):

Fix West Texas
TOTAL $80,430
Feral – 860 vouchers ($60,200)
Owned – 289 vouchers ($20,230)

Baze Animal Clinic
TOTAL $47,880
Feral – 426 vouchers ($29,820)
Owned – 258 vouchers ($18,060)

J.A. Jensen, DVM
TOTAL $17,920
Feral – 24 vouchers ($1,680)
Owned – 232 vouchers ($16,240)

Animal Clinic at Mission Square
TOTAL $15,610
Feral – 2 vouchers ($140)

Owned – 221 vouchers ($15,470)

Town & Country Veterinary Hospital
TOTAL $14,420
Feral – 2 vouchers ($140)
Owned – 204 vouchers ($14,280)

Mesa Verde Animal Clinic
TOTAL $9,170
Feral – 5 vouchers ($350)
Owned – 126 vouchers ($8,820)

Shannon Animal Hospital
TOTAL $8,190
Feral – 19 vouchers ($1,330)
Owned – 98 vouchers ($6,860)

Animal Clinic & Hospital
TOTAL $3,710
Feral – 0
Owned – 53 vouchers ($3,710)

Cobb Veterinary Clinic
TOTAL $3,500
Feral – 0
Owned – 50 vouchers ($3,500)
A to Z Veterinary Hospital
TOTAL $3,290
Feral – 8 vouchers ($560)
Owned – 39 vouchers ($2,730)

Medical Veterinary Services
TOTAL $910
Feral – 0
Owned – 13 vouchers ($910)

Tall City Veterinary Hospital
TOTAL $770
Feral – 0
Owned – 11 vouchers ($770)

Angel Veterinary Clinic
TOTAL $560
Feral – 0
Owned – 8 vouchers ($560)

Greenbelt Animal Hospital

TOTAL $490
Feral – 0
Owned – 7 vouchers ($490)

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2020-2021 FISCAL YEAR BUDGET SO AS TO INCREASE THE AMOUNT APPROPRIATED TO THE SPAY / NEUTER VOUCHER PROGRAM

WHEREAS, expenditures in the Spay / Neuter Voucher Program will exceed the original estimate in the budget for the 2020-2021 fiscal year; and

WHEREAS, the Council finds it to be in the public interest to amend the 2020-2021 budget as necessary for municipal purposes and to meet unforeseen conditions which could not by reasonably diligent thought and attention have been included in the original budget for 2020-2021 fiscal year;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS;

THAT in accordance with Texas Local Government Code sections 102.009 and 102.010, the official municipal budget for the fiscal year 2020-2021 is hereby amended by increasing the amount appropriated to a certain fund from the General Fund Unappropriated Fund Balance for the fiscal year ending September 30, 2021, as follows:

Increasing Budget Authority

Spay / Neuter Voucher Program. . . . . $150,000.00.

Said budget schedule is on file with the office of the City Secretary referenced by the date and number of this Ordinance.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Christy Weakland, Interim Director of Finance

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

City Council Meeting

Item Number: **30**

Meeting Date: **June 22, 2021**

To: **City Council / City Manager**

From: **Cristina Odenborg Burns, Manager, Planning**

Subject: **A motion granting Cactus Sign Company's appeal and reversing the Building Official's denial of a sign permit for Lot 1A, Block 109, Original Town Addition, Section 6, City and County of Midland, Texas. (Generally located on the west side of South Marienfeld Street, approximately 80 feet North of East Front Street. Council District 3)**

Purpose:

The applicant, Cactus Sign Co., is requesting a variance to the allowed area for an electronic message center (EMC) and the maximum height for a proposed freestanding sign for Susie's South Forty located at 401 South Marienfeld Street.

Recommended City Council Action:

Deny

Fiscal Impact:

No City funds are required to process this request.

Discussion:

Per the proposed sign plans, the applicant is requesting to place a 25-foot-tall freestanding sign with 90-square feet of signage, of which 50-square feet will be an electronic message center (EMC).

The request does not meet the requirements per the City of Midland Zoning Ordinance Section 11-7a-7.- *Sign Standards.*

(F)Use of an electronic message center (EMC) sign.

2.Size limitations. In all cases, the use of an electronic message center (EMC) shall count toward the total area of signs allowed on a property.

b. In the O-1, Office and less restrictive zoning districts:

i. The area of an EMC shall be limited to 15% of the total area of signs permitted for the property or 42 square feet, whichever is less.
ii. The maximum height of a freestanding EMC shall be 20 feet.

Additionally, this request does not meet the requirements listed below.

(H) General Business Sign

3. In the NS District and less restrictive districts…

c. The maximum height for a freestanding sign shall be:
i. 30 feet on an arterial street; or
ii. 15 feet on a non-arterial street

Per the City of Midland Zoning Ordinance Section 11-7a.-7- Sign Standards, this property is allowed to have 360 square feet of signage with a maximum of 180 square feet per sign. As 15% of 360 square feet is 54 square feet, the maximum allowed area of an electronic message center would be 42 square feet for this property. The proposed EMC is 50 square feet, which exceeds the maximum allowed area by 8 square feet. Also, because Marienfeld is classified as a non-arterial street, the maximum height for a freestanding sign allowed on this property is 15 feet. The proposed sign is 25 feet tall and exceeds the requirement by 10 feet.

This property is allowed 360 square feet of signs. There are approximately 236 square feet of existing signs, so the addition of a 90 square foot freestanding sign brings the total sign area to approximately 326 square feet. This conforms to the maximum allowed sign area.

Planning:

As this request represents a deviation from the existing sign regulations and no hardships have been shown to exist, staff would recommend denial of this application for a variance to the allowed area for an electronic message center and the maximum height for a proposed freestanding sign.

Attachments:

Appeal Request
Building Official’s Denial Letter
Application
Proposed Freestanding Sign
Maps

From:	Liliana Morales
To:	Joseph Marynak
Cc:	Cristina Burns
Subject:	FW: South Forty
Date:	Wednesday, June 9, 2021 1:55:07 PM
Attachments:	image001.png

From: Misty Hutson <misty@cactussign.com>
Sent: Wednesday, June 9, 2021 9:01 AM
To: Liliana Morales <lmorales@midlandtexas.gov>
Subject: RE: South Forty

Liliana

I am requesting a variance for the proposed signage. Please add me to the next city council meeting. Thanks

Cactus Sign Co.
Misty Hutson
3504 W Wall Street Suite B
Midland Texas
Office 432-570-7446 Ext # 104
Cell 432-352-9672

From: Liliana Morales <lmorales@midlandtexas.gov>
Sent: Wednesday, June 9, 2021 8:30 AM
To: Misty Hutson <misty@cactussign.com>
Subject: RE: South Forty

From: Cristina Burns <coburns@midlandtexas.gov>
Sent: Tuesday, June 8, 2021 5:13 PM
To: Liliana Morales <lmorales@midlandtexas.gov>
Cc: Joseph Marynak <jmarynak@midlandtexas.gov>
Subject: RE: South Forty

Lily,

This sign permit has been denied:

-Provide a site plan showing the location of the proposed freestanding pole and any setbacks from the property lines.
-The proposed 25-foot height of the freestanding sign exceeds what is allowed per our sign standards (per 11-7a-7-(H)-3-c. of our City Code, the maximum height for a freestanding sign on a non-arterial street is 15 streets).
-Please provide the area of the existing signage on the property.
-The proposed 50 square foot area of the EMC sign exceeds what is allowed per our sign standards (per 11-7a-7-(F)-2-b. of our City Code, this property is only allowed to have an EMC sign of up to 42 square feet).

Please let me know if you have any questions.

Cristina Odenborg Burns, AICP, CPM, PCED
Planning Division Manager
Development Services
O: (432) 685-7902 | C: (432) 260-5362

MIDLAND
Feel the Energy!
300 N. Loraine Street | P.O. Box 1152 | Midland, TX 79702

From: Liliana Morales <lmorales@midlandtexas.gov>
Sent: Tuesday, June 8, 2021 4:53 PM
To: Cristina Burns <coburns@midlandtexas.gov>
Cc: Joseph Marynak <jmarynak@midlandtexas.gov>
Subject: FW: South Forty

Ready for review SGN-035414-2021

From: Misty Hutson <misty@cactussign.com>
Sent: Tuesday, June 8, 2021 4:25 PM
To: Liliana Morales <lmorales@midlandtexas.gov>; Cristina Burns <coburns@midlandtexas.gov>
Cc: Permit Requests <permitrequests@midlandtexas.gov>
Subject: FW: South Forty

Permit Application
Susie's South West forty
401 Marienfeld
Midland Texas

New Pole sign 25’ OAH ID Cabinet 4’X 10’ and 5’X10’ EMC

Cactus Sign Co.
Misty Hutson
3504 W Wall Street Suite B
Midland Texas
Office 432-570-7446 Ext # 104
Cell 432-352-9672

From: Mike Galbraith <mike@cactussign.com>
Sent: Tuesday, June 8, 2021 4:21 PM
To: Misty Hutson <misty@cactussign.com>
Subject: South Forty

Mike Galbraith
Cactus Sign Company, Inc.
Office 432-570-7446
Cell 432-230-9822

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

DENIAL SIGN REVIEW LETTER
Sent via Electronic Mail

June 9, 2021

Cactus Sign Co.
3504 W. Wall Street
Midland, TX 79711

RE: 401 S Marienfeld St Susie's South Forty Confections

Mr. Waldron:

The plan review for the sign permit for this project has been completed. The following comments or conditions that must be addressed prior to completion of the review and issuance of the sign permit. Should you or the design consultants need further clarification regarding these comments or conditions, please contact the appropriate department or staff member.

Planning Division- Cristina Odenborg- 432-685-7902 coburns@midlandtexas.gov

Date: 6/8/2021
Status: Denied

-Provide a site plan showing the location of the proposed freestanding pole and any setbacks from the property lines.
-The proposed 25-foot height of the freestanding sign exceeds what is allowed per our sign standards (per 11-7a-7-(H)-3-c. of our City Code, the maximum height for a freestanding sign on a non-arterial street is 15 streets).
-Please provide the area of the existing signage on the property.
-The proposed 50 square foot area of the EMC sign exceeds what is allowed per our sign standards (per 11-7a-7-(F)-2-b. of our City Code, this property is only allowed to have an EMC sign of up to 42 square feet).

Code Administration – Liliana Morales – 432-685-7396 lmorales@midlandtexas.gov

Date: 6/8/2021

Sincerely,

Liliana Morales

Residential Plan Examiner
City of Midland, TX
Code Administration
432-685-7396
lmorales@midlandtexas.gov

MIDLAND
Code Administration

PERMANENT SIGN
PERMIT APPLICATION

1. PROJECT INFORMATION

Project Address: 401 Marienfeld	Project Description: Install Polesign w/ 4X10 cabinet 5X10 EMC OAH 25'
Name of Business: Susie South West	
Valuation of Job: $ 10,000.00	Zoning:
Property Line Setbacks: Front _____ Side _____ Rear _____	Property Easements: Yes _____ No _____
Lot/Tract: / Block: / Subdivision/Survey:	Lot Size: (sq. ft.)
Type of Work: New Construction ✓ Additional _____ Repair Existing _____	Engineering Required: YES
Sign Type: Pole/Pylon ✓ Monument _____ Directional _____ Wall _____ LED _____ Other _____	
Illumination: Internal: ✓ External _____ None _____	Proposed Sign Area: _____ Facade: Height: _____ Width: _____
Number of Signs: 1 / Height Above Grade: 25' / Overhang Permitted: _____	Other: _____

2. BUILDING OWNER INFORMATION

Name: Susies South	Address: 401 Marienfeld	
Phone: 432-570-4040	Fax:	Email:

3. SIGNAGE / CONTRACTOR INFORMATION

Name: Cactus Sign	Address: 3504 W Wall	
Phone: 432-570-7446	Fax:	Email: misty@cactussign.com

4. PLEASE READ CAREFULLY

- Attach three (3) copies of the Signage Site Plan and Signage Elevations showing building dimensions and square footages of the signage areas.
- All signs with lighting must have an Underwriters Laboratory label affixed to cabinet and electrical.
- Be advised incomplete applications may be rejected, denied or cause permit processing delays.
- This permit becomes null and void if work authorized is not commenced within 180 days of issuance or if work is suspended or abandoned for a period of 180 days at any time after work is commenced.
- I hereby certify that I am the property owner or their authorized agent, and have the owner's consent to apply for the permit requested and receive all subsequent communications and business related to this application. I further certify that the information provided is true and correct to the best of my knowledge. This work shall comply with all provisions of laws and ordinances, whether specified or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any federal, state or local law regulating construction or the performance of construction.

Signature of Applicant: Bob Waldron	Date: 6/7/21
Printed Name of Applicant: Bob Waldron	Phone: 432-570-7446
Email: misty@cactussign.com	Fax:

Code Administration Division
Development Services Department
300 N. Loraine Street - P.O. Box 1152 - Midland, Texas 79702
Office: 432-685-7390 - Fax 432-686-1609


Susie's Sweet Fort Confections
GIFT BASKETS



LOCATION MAP

SGN-035414-2021 **Scale: 1" = 200'**

A motion appealing the Building Official's denial of a sign permit application by Cactus Sign Co. for Lot 1A, Block 109, Original Town Addition, Section 6, City and County of Midland, Texas. (Generally located on the west side of South Marienfeld Street, approximately 80 feet North of East Front Street. Council District 3) 30.11

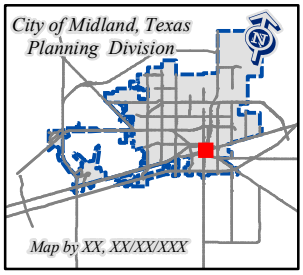
PACKET

LEGEND

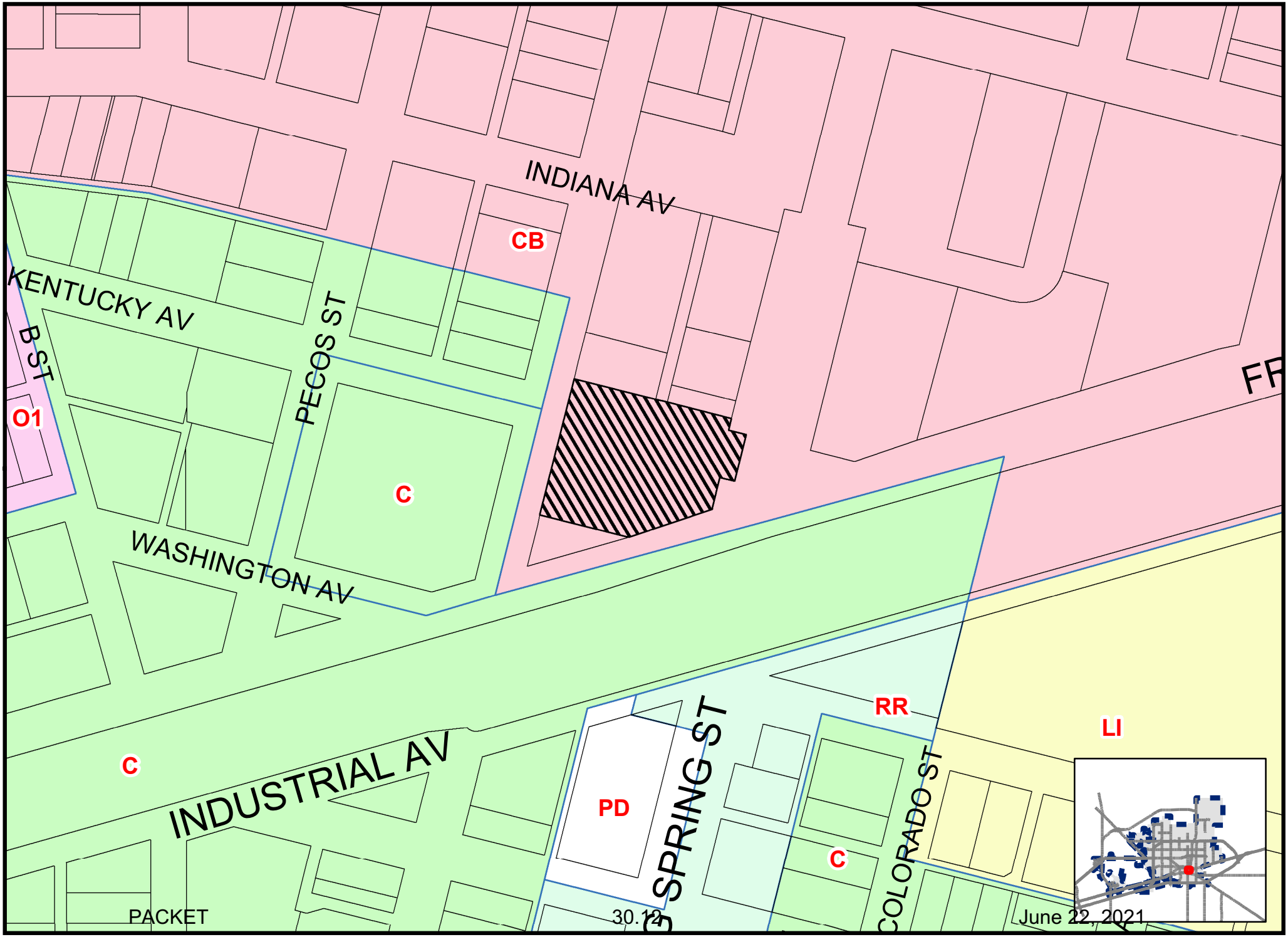
CITY LIMITS

PARCEL

PRIVATE BLDGS



June 22, 2021



Map By COB, 6/9/2021

SGN-035414-2021 **Scale: 1" = 200'**

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

BOARDS AND COMMISSIONS OF THE CITY OF MIDLAND
June 22, 2021

AIRPORT PLANNING AND DEVELOPMENT BOARD

(Advisory)
(Membership-10; Terms - 3 Years expiring 3-3-4.)

	Appt Date	Term Expires	Eligibility Expires
Nick Hood	09/15	Sept 30 2021	Sept 30 2021
Armand “Chip” Smith	09/18	Sept 30 2021	Sept 30 2024
Scooter Brown	09/16	Sept 30 2022	Sept 30 2022
Wes Reeves	08/15*	Sept 30 2023	Sept 30 2023
Justin Kuethe	09/19	Sept 30 2022	Sept 30 2025
Nick McClure	09/19	Sept 30 2022	Sept 30 2025
Gena Linebarger	09/20	Sept 30 2023	Sept 30 2026
Butch Morgan	09/20	Sept 30 2023	Sept 30 2026
Benjamin Fietz	09/20	Sept 30 2023	Sept 30 2026
Joshua Lorenz	09/20	Sept 30 2023	Sept 30 2026

Justine Ruff (Liaison)

Ex-Officio members are Earl Erdman and Harry Spannaus, the City Manager and the City Attorney. The Secretary is the Director of Aviation.

ANIMAL SERVICES ADVISORY COMMISSION

(Advisory)
(Membership - 7; Terms - 4 Years)

	Appt Date	Term Expires	Eligibility Expires
Leah Lewis	09/17	Sept 30 2021	Sept 30 2025
Robert “Robin” Donnelly	11/13	Sept 30 2021	Sept 30 2021
Dr. (Erickson) Lee (Veterinarian)	05/14	Sept 30 2022	Sept 30 2022
Alyson Dial	09/18	Sept 30 2022	Sept 30 2026
Dr. J. Annette Jensen (Veterinarian)	04/20	Sept 30 2024	Sept 30 2028
Tasha Sport	04/20	Sept 30 2024	Sept 30 2028
Sharla Hotchkiss	04/20	Sept 30 2024	Sept 30 2028

Leah Lewis (Liasion)

BUILDING AND FIRE CODE REVIEW COMMITTEE/CONSTRUCTION BOARD OF ADJUSTMENTS & APPEALS

(Membership – 9; Terms – 6 Years)

Shall consist of two architects, a fire protection contractor or specialist, a general contractor, an electrical contractor, a homebuilder, a plumbing and mechanical contractor, a structural engineer, a City Council Liaison

	Appt Date	Term Expires	Eligibility Expires
Ryan Almand (Electrical Contractor)	12/18	Sept 30 2024	Sept 30 2030
Jay Bradford (Architect)	12/18	Sept 30 2024	Sept 30 2030
Ron Ainsworth (Plumbing & Mechanical Contractor)	12/18	Sept 30 2024	Sept 30 2030
T.J. McClure (Architect)	12/18	Sept 30 2024	Sept 30 2030
Laurence Oeth (Structural Engineer)	12/18	Sept 30 2024	Sept 30 2030
David Hickman (Fire Protection)	12/18	Sept 30 2024	Sept 30 2030
Gary Glasscock (General Contractor)	12/18	Sept 30 2024	Sept 30 2030
Robert Anderson (Homebuilder)	12/18	Sept 30 2024	Sept 30 2030
Jeff Pinkstaff (Liaison)	12/18	Sept 30 2024	Sept 30 2030

CAPITAL IMPROVEMENT ADVISORY COMMITTEE

(Advisory)

(Membership – 7)

A minimum of 40% must be representative of real estate, development, or building industries who are not employees or officials of a political subdivision or governmental entity.)

	Appt Date
Carl Craigo	10/19
Walter Pate	06/18
Mark Payne	06/18
Courtney Black	06/18
Brian Sales	06/18
Chuck Harrington	06/18
Jose Ortiz	06/18

CITIZENS DEVELOPMENT AND HOTEL/MOTEL ADVISORY BOARD

(Advisory)

(Membership - 7; Terms - 2 Years Staggered)

4 2020, 3 -2021

	Appt Date	Term Expires	Eligibility Expires
Ellen K. Ramsey	10/18	Sept 30 2021	Sept 30 2023
David Blackketter	10/18	Sept 30 2021	Sept 30 2023
Joey Hopkins	10/18	Sept 30 2022	Sept 30 2022
Alex Singh	10/18	Sept 30 2022	Sept 30 2022
Becky Wisdom	10/18	Sept 30 2022	Sept 30 2022
Brandon Ofield	09/20	Sept 30 2022	Sept 30 2024
Clint Williamson	04/21	Sept 30 2023	Sept 30 2025
Lori Blong (Council Liasion)			

MIDLAND CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS

Five Directors, Elected by Local Taxing Entities.
City Nominates/Cast Vote for one Director
(Terms - 2 Years)

	Appt Date	Term Expires
Robert McNaughton	11/15	Dec 31 2021

MIDLAND DEVELOPMENT CORPORATION

(Membership - 7; Terms -3 Years - Staggered)

	Appt Date	Term Expires	Eligibility Expires
Chase Gardaphe	01/19	Jan 14 2022	Jan 14 2025
Wesley Bownds	07/15*	Jan 14 2022	Jan 14 2022
Barry Simpson	01/19	Jan 14 2022	Jan 14 2025
Stephen Lowery	01/17	Jan 14 2023	Jan 14 2023
P Lourcey Sams	04/20	Jan 14 2023	Jan 14 2026
Jill Pennington	04/20	Jan 14 2023	Jan 14 2026
Brad Bullock	04/21	Jan 14 2024	Jan 14 2027

MIDLAND HIGHER EDUCATION FACILITIES CORPORATION

(Membership - 7; Terms - 2 Years Staggered)

	Appt Date	Term Expires	Eligibility Expires
Steve Jones	**09/08***	**Jan 1 2010**	**Jan 1 2012**
Cathy Oestmann	**11/05***	**Jan 1 2010**	**Jan 1 2010**
Vacancy		**Jan 1 2007**	
Vacancy		**Jan 1 2007**	
Vacancy		**Jan 1 2007**	
Vacancy		**Jan 1 2009**	
Curt Kamradt	**11/05***	**Jan 1 2014**	**Jan 1 2014**

Sharla Hotchkiss (Liaison)

MIDLAND HOUSING AUTHORITY COMMISSION

(Membership - 5; Terms - 2 Years expiring 2 even & 3 odd.)
Appointments Made by Mayor (LGC 392.031)

	Appt Date	Term Expires
Sylvestor Cantu	09/18*	Oct 2021
Cheryl Wadley (Resident Commissioner)	11/19	Oct 2021
Wes Gotcher	09/20	Oct 2022
Robert Lehrer	09/20	Oct 2022
VACANT (Bade)	09/12	Oct 2022

Isaac Garnett (Staff Liasion)

MIDLAND MUNICIPAL MANAGEMENT DISTRICT BOARD

(Ad Hoc)

	Appt. Date
Vacancy	
W. L. “Scooter” Brown	09/04
Vacancy	
Richard Hatchett	11/08
Vacancy	
Ted H. Jones	09/04
Mitch Malouf	11/08
Christi Newton	09/04
Dan Rush	09/04

MIDLAND-ODESSA URBAN TRANSIT DISTRICT BOARD

(Decision Making)
(Membership - 6; Terms - 2 Years Staggered)

	Appt Date	**Term Expires**	**Eligibility Expires**
E. J. Baldridge	10/18	Sept 30 2022	Sept 30 2022
Iris Foster	06/18*	Sept 30 2022	Sept 30 2022
Joseph Sanchez	12/19	Sept 30 2021	Sept 30 2023
Jack Ladd	07/20	Sept 30 2022	Sept 30 2024
Daniel Norwood	04/21	Sept 30 2023	Sept 30 2025
Elizabeth Haigler	04/21	Sept 30 2023	Sept 30 2025

OIL AND GAS ADVISORY COMMITTEE

(Advisory)
(Membership – 5; Terms – 3 Years expiring 2-2-1)
2 real property developer, real estate sales, or developer; 3 Lic. petroleum engineer, engineer w/ bachelor, or geologist

	Appt Date	**Term Expires**	**Eligibility Expires**
Stephen Brumley (Petroleum Eng.)	11/15	Sept 30 2021	Sept 30 2021
Bill Lanier (Real Estate)	09/18	Sept 30 2021	Sept 30 2024
Scott Bowden (Real Estate)	10/19	Sept 30 2022	Sept 30 2025
Ross Klabon (Petroleum Eng.)	10/19	Sept 30 2022	Sept 30 2025
Court Adkins (Petroleum Eng.)	09/17	Sept 30 2023	Sept 30 2023

PARKS AND RECREATION COMMISSION

(Advisory)
(Membership - 9; Terms - 3 Years expiring 3-3-3.)

	Appt Date	Term Expires	Eligibility Expires
Shirley Howard	02/16*	Sept 30 2021	Sept 30 2024
Connie Ferguson	09/16	Sept 30 2022	Sept 30 2022
Stephanie Martin	10/16	Sept 30 2022	Sept 30 2022
Laura Smith	10/19	Sept 30 2022	Sept 30 2025
Francis Schammel	10/19	Sept 30 2022	Sept 30 2025
Susannah Prucka	04/20	Sept 30 2023	Sept 30 2026
Lynn Rogers	04/20	Sept 30 2023	Sept 30 2026
Dal Watson	09/20	Sept 30 2023	Sept 30 2026
Ron Stroman	09/20	Sept 30 2023	Sept 30 2026

Laurie Williams (Liaison)
John Norman (Council Liaison)

PERMIAN BASIN COMMUNITY CENTER FOR MENTAL HEALTH AND MENTAL RETARDATION

(Decision Making)
(Membership - 2 (City); Terms - 2 Years)

	Appt Date	Term Expires
Larry Edgerton (City)	07/10*	June 2021
Ryan Peckham (City)	08/20	June 2022

PERSONNEL BOARD OF APPEALS

(Decision Making)
(Membership - 3; No designated terms. Mayor appoints.)

	Appt. Date
Scott Dufford	01/14
John B. Love III	01/14
Hugh A. “Andy” Shaffer	09/05

PLANNING AND ZONING COMMISSION

(Advisory & Decision Making)
(Membership - 7; Terms - 3 Years)

	Appt Date	Term Expires	Eligibility Expires
Reggie Lawrence	09/14*	Sept 30 2021	Sept 30 2021
Chase Gardaphe	01/14*	Sept 30 2022	Sept 30 2022
Karmen Bryant	02/19*	Sept 30 2022	Sept 30 2025
Diane Williams	09/17	Sept 30 2023	Sept 30 2023
Lucy Sisniega	09/20	Sept 30 2023	Sept 30 2026
Stacey Jo Grosse	09/20	Sept 30 2023	Sept 30 2026
Zachary Deck	09/20	Sept 30 2023	Sept 30 2026
ALTERNATES:			
Emily Holeva	09/20	Sept 30 2023	Sept 30 2026
Adrian Carrasco	09/20	Sept 30 2323	Sept 30 2026

ZONING BOARD OF ADJUSTMENT AND AIRPORT ZONING BOARD OF ADJUSTMENT

(Decision Making)
(Membership - 5; Terms - 2 Years expiring 3 odd & 2 even.)

	Appt Date	Term Expires	Eligibility Expires
Derek Whiting	01/18*	Sept 30 2021	Sept 30 2023
E.J. Baldridge	02/18	Sept 30 2021	Sept 30 2023
Reed Claybrook	03/19*	Sept 30 2022	Sept 30 2024
Robert Gray	01/21	Sept 30 2024	Sept 30 2026
James Gerety	04/21	Sept 30 2024	Sept 30 2026
ALTERNATES: (not applicable to Airport Zoning)			
James Robert Franklin		Sept 30 2021	
VACANCY		**Sept 30 2020**	
VACANCY		**Sept 30 2020**	
VACANCY		**Sept 30 2020**	

* **Indicates appointment to an unexpired term.**

Evaluation Only. Created with Aspose.Cells for .NET.Copyright 2003 - 2021 Aspose Pty Ltd.

MIDLAND HOUSING AUTHORITY COMMISSION
(Advisory; Membership - 5: Terms - 2 Years Expiring 2-3)
October 2020 - May 2021 Attendance

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Sylvester Cantu	Oct 30 2021	100%	4	4		
Cheryl Wadley (Res. Comm.)	Oct 30 2021	100%	4	4		
Wes Gotcher	Oct 30 2022	25%	1	4		
Robert Lehrer	Oct 30 2022	100%	4	4		
VACANT (Bade)	Oct 30 2022	75%	3	4		

Applicants Name	Additional Boards Applying to	COUNCIL NOTES
Marjorie McQuerry		
Brandon Bradley		
Sheena Green		
Ken Sapien		
Adrian Urquidi		
Latoya Mayberry		

Evaluation Only. Created with Aspose.Cells for .NET.Copyright 2003 - 2021 Aspose Pty Ltd.

PERMIAN BASIN COMMUNITY CENTER FOR MENTAL HEALTH AND MENTAL RETARDATION
(Decision Making; Membership - 2 (City); Terms - 2 Years)
October 2020 - May 2021 Attendance

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Larry Edgerton (City)	June 30 2021	80%	4	5	No	Resigning at expiration of term
Ryan Peckham (City)	June 30 2022	100%	5	5	Yes	

Applicants Name	Additional Boards Applying to	COUNCIL NOTES
Derek Cook		

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 6/1/2021

Name: Brandon Bradley

Phone: 432-260-1904 **(Home)**

Address: 1300 Lynn Avenue

432-934-2985 **(Business)**

Midland TX 79705

Email: brandonbradley89@yahoo.com

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 31 **years.**

Occupation:

Professional and/or Community Activities:

Entrepreneur

What is your personal vision for the City?

Growth & Diversity

Please specify any time constraints you may have.

Full time business owner and new father

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Midland Housing Authority Commission

Please tell us why you are interested in serving on this board or commission.

Housing is a great concern of mine.

What contribution would you most like to make?

To see an African American Chamber of Commerce or Business Collective start and educate, empower and market those of us wanting to be productive.

Additional pertinent information or references:

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland
City Secretary's Office
PO Box 1152
Midland, TX 79702
FAX: (432) 685-7433

Submit Via Email

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 5/24/2021

Name: Marjorie McQuerry

Phone: 432-528-4374 **(Home)**

Address: 3320 Haynes Ave

(Business)

Midland Tx 79707

Email: marjimcq@gmail.com

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 62 **years.**

Occupation: Staff Land Coordinator

Professional and/or Community Activities:

What is your personal vision for the City?

Please specify any time constraints you may have.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

City of Midland Housing Authority

Please tell us why you are interested in serving on this board or commission.

Have been on this board for a few years. Was unaware that I had been removed. No meetings were held in person during 2020 but attended remotely when meetings were held. I am familiar with the agency and have attended training.

_____

What contribution would you most like to make?

_____

_____

_____

Additional pertinent information or references:

_____

_____

_____

(2) Name of Board/Commission:

_____

_____

_____

What contribution would you most like to make?

_____

_____

_____

Additional pertinent information or references:

_____

_____

_____

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Marjorie McQuerry

Digitally signed by Marjorie McQuerry
DN: CN=Marjorie McQuerry, E=marjimcq@gmail.com
Reason: I am the author of this document
Location: your signing location here
Date: 2021-05-24 15:37:31
Foxit PhantomPDF Version: 10.0.0

Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

Submit Via Email

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: June 2, 2021

Name: Sheena R. Green

Phone: 432-210-8823 **(Home)**

Address: 2411 Haynes Dr

432-682-9701 **(Business)**

Midland TX 79705

Email: sgreen1182@gmail.com

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☑ **yes** ☐ **no**

I have lived in Midland 29 **years.**

Occupation: Development Director

Professional and/or Community Activities:

Development Director at Casa de Amigos of Midland, I currently serve the community of Midland TX through my role at Casa de Amig

My poistion allows me to build strong community relationships and collaborate with other nonprofits.

What is your personal vision for the City?

My vision for the City of Midland, TX is to help improve the overall well-being of all residents. Educaiton plays a large role in the succe

and stability of personal growth and self-awareness. My vision is to help guide Midland residence to the resources that Midland has to

I would like to be apart of Midland's continual growth and resources in my community.

Please specify any time constraints you may have.

I work full-time Monday-Friday 9am-5pm but my lunch hour is open, and weekends.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

I'm interested in the Midland Housing Authority Commission

Please tell us why you are interested in serving on this board or commission.

My knowledge of Midland and its resources makes me an ideal candidate for the Housing commission. Previous employment

opportunities and maturation introduced me to the importance of reliable, safe housing for everyone.

What contribution would you most like to make?

I'm at an age in my life that I'm realizing more and more how important a community is, I would like to be a voice for those who don't r

they have a voice. An advocate for people in the Midland community who don't understand the resources and support that our commu

has to offer to its citizens.

Additional pertinent information or references:

I've made wonderful connections working in the nonprofit sector over the last 10 plus years. Mrs. Michelle Evans- United Way Midlan

Mrs. Tonya Eckert- Casa de Amigos Midland, Mrs. Sherly Howard- Negro Professional Business Women and so many more.

(2) Name of Board/Commission:

Midland Housing Authority Commission

What contribution would you most like to make?

A voice for those in need. I'm familar with all sides of town in Midland County and I know my open-arm policy would be beneficial to M

residences.

Additional pertinent information or references:

I was the Regional Director/Membership Manager at GSDSW, Girl Scouts of the Desert Southwest for 5yrs. During that time I was ab

Make some great connections and friends. Mrs. Geriann Green - lifetime Girl Scout, Mrs. Laurie Johnson- NMC, and so many more.

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Sheena R Green Digitally signed by Sheena R Green
Date: 2021.06.02 10:26:55 -05'00'

Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

Submit Via Email

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 6/3/2021

Name: Ken Sapien

Phone: 432-934-4084 **(Home)**

Address: 5010 Whitman Dr.

432-561-5780 **(Business)**

Midland Texas 79705

(City) (State) (Zip)

Email: KenSapien@BeyondET.com

I am [✔] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] **yes** [✔] **no**

I have lived in Midland 20 **years.**

Occupation: Executive -VP and Principal (engineering)

Professional and/or Community Activities:

Involved in Rotary, Assoiated General Contractors, American Society of Professional Engineers, Permian Basin Petroleum Associatic

Permiasn Basin Pipeliners Association. Have coached youth sports and developed a small company to mentor athletes throught the

recruiting process.

What is your personal vision for the City?

My vision would be for Midland to propser organically, with Safe communities, recreational offerings, a thriving economy and life long

learning oppurtunities that creat a synergy where all Midlanders can live healthy lives and continuously reinvent and prosper.

Please specify any time constraints you may have.

As an owner, I have the ability to make my own schedule, if im proactive about upcoming endeavors.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Any Available

Please tell us why you are interested in serving on this board or commission.

I would like to give back to this community as much as it has given to me. I believe I have good judgement and the

necessary skills to become an important assest to the board and serving its mission.

What contribution would you most like to make?

any contribution that would help the board or the commission to meet it's vision and goals

Additional pertinent information or references:

Served on the BOD for RRC Power and Energy (Bill Bong 512.538.8882), Beyond Engineering(Winter Yao 512.767.2809)

RRC Surveying (Gary Box 575.602.2424) and Calibration Solutions(Reggie Regimand 512.218.5988)

other refrences Andrew Mellen 432.262.0999, Dianne Anderson 432.684.4560

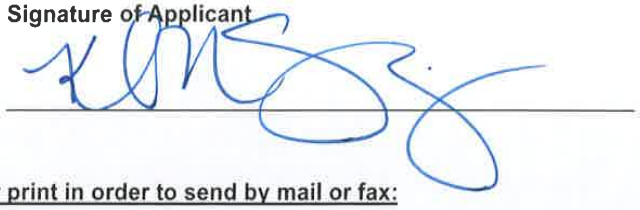
(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant



Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland
City Secretary's Office
PO Box 1152
Midland, TX 79702
FAX: (432) 685-7433

Submit Via Email

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 2/11/2021

Name: Zachary Deck

Phone: 703-659-5911 **(Home)**

Address: 1607 W Tennessee Ave

(Business)

Midland TX 79701

Email: zachary.e.deck@gmail.com

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 15 **years.**

Occupation: Senior Production Engineer at Diamondback Energy

Professional and/or Community Activities:

Midland Planning and Zoning Commission, Midland Spaceport Development committee, Rock the Desert board of directors, Midland real estate investors group, Stonegate student leader

What is your personal vision for the City?

I would like to see Midland become a hub of activity for economic and personal growth for the residents of the Permian Basin. I envision growing economic diversity growing Midland's ability to be the leader of the Permian. I have a vision of the city becoming a place where recent transplants increasingly want to put down roots and make Midland their home for years to come.

Please specify any time constraints you may have.

Planning and Zoning commission every other Monday in the afternoon. Student leader once a week for the remainder of the school semester. The remaining commitments are on a monthly or quarterly basis.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Midland Development Corporation

Please tell us why you are interested in serving on this board or commission.

While some may say the transition has already taken place, I believe Midland is on the threshold of transitioning from an oil town to an economically diverse and resilient economy. I am interested in bringing my experience and exposure from Washington DC home

to Midland to help us think outside the box and help Midland become the bellwether of the Permian of which we all know it capable.

What contribution would you most like to make?

I am extremely encouraged with the development that has been taking place recently at the Spaceport as well as the downtown revitalization. I am passionate about entrepreneurs and business development and would love the opportunity to be a part of MDC and help fledgling and growing business realize all the resources MDC makes available.

Additional pertinent information or references:

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland
City Secretary's Office
PO Box 1152
Midland, TX 79702
FAX: (432) 685-7433

Submit Via Email

Print Application



DEREK COOK

Shareholder

CONTACT:

Main Line: 432.683.3351
Direct Line: 432.688.1371
Fax: 432.683.2587
dcook@lcalawfirm.com

DOWNLOAD VCARD

Appellate
Collections
Commercial Litigation
Oil and Gas Litigation
Personal Injury

Derek serves our clients by either leading or providing secondary counsel in civil litigation cases involving oil and gas, commercial disputes, real estate, personal injury, and collection matters. Derek provides thorough service and strategic assistance to help clients achieve a dispute resolution that fits their specific needs.

Derek and his wife, Carly, an elementary school teacher, love living in Midland. They chose to make the city their home in 2011, along with their three dogs, Chester, Beau and Belle.

CREDENTIALS

RECOGNITION AND MEMBERSHIPS:

- Midland County Bar Association-- Past President (2016-2017)
- Midland County Bar Association - Board Member/Officer (2012-2017)
- Midland County's Teen Court-- Volunteer Judge
- Legal Aid of NorthWest Texas -- Attorney of the Year 2016
- Legal Aid of NorthWest Texas -- Pro Bono Services Provider
- Published in the Texas Bar Journal and Texas Lawyer Magazine on the topic of oil and gas law.

EDUCATION:

- B.A., University of Texas at Arlington (magna cum laude), 2007
- J.D., from Baylor University School of Law, 2011
- Baylor Law Review - Associate Editor

BAR ADMISSIONS:

- State Bar of Texas
- Fifth Circuit Court of Appeals

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 5/7/2021

Name: Derek Cook

Phone: 432.528.0801 **(Home)**

Address: 1301 W. Missouri Ave.

432.688.1371 **(Business)**

Midland Texas 79701

Email: dcook@lcalawfirm.com

(City) (State) (Zip)

I am [✓] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] **yes** [✓] **no**

I have lived in Midland 9.5 **years.**

Occupation: Attorney & Shareholder at Lynch, Chappell & Alsup

Professional and/or Community Activities:

Elected Director of District 16 of the State Bar of Texas (2018-2021), President of the Midland County Bar Association (2016-2017), Board Member & Officer of the Midland County Bar Association (2012-2017), Board of Directors of Midland Teen Court (2016-2021), Sustaining Life Fellow of the Texas Bar Foundation, Legal Aid of NorthWest Texas Pro Bono Attorney of the Year (2016 & 2020)

What is your personal vision for the City?

I want to live in a city where individuals and organizations work together to: (1) identify where assistance is needed for the most vulnerable members of our community; (2) develop solutions aimed at offering direct assistance to those effected; and (3) educating others in the community about the issue(s) to create awareness and identify others in the community able and willing to assist.

Please specify any time constraints you may have.

I have a busy litigation practice that sometimes consists of court settings or definite deadlines; however, given the regularly scheduled meetings of this board, I can block board meetings off on my calendar so as to maintain availability to attend.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Permian Basin Community Centers for MHMR dba PermiaCare

Please tell us why you are interested in serving on this board or commission.

I am in recovery from alcoholism and, through that experience, volunteer for the Texas Lawyers' Assistance Program to help other attorneys actively struggling with addiction. Given PermiaCare's involvement with mental health and related issues, like addiction, I

would like to contribute my experiences to help steer the organization. I can also provide legal prospective to board decisions.

What contribution would you most like to make?

Permian Basin Community Centers for MHMR dba PermiaCare is looking to strengthen their Board with a member who can provide guidance on operations from a legal perspective which is absent in the professional backgrounds of the current membership.

Additional pertinent information or references:

Chris Barnhill - PermiaCare CEO - 432 553-5530

Harper Estes - Lynch, Chappell & Alsup, P.C. - 432.688.1378

Teresa Moore - Midland Teen Court - 432.240.1067, Jeannie Smith - Legal Aid of NorthWest Texas - 432.686.0647 (ext. 5503)

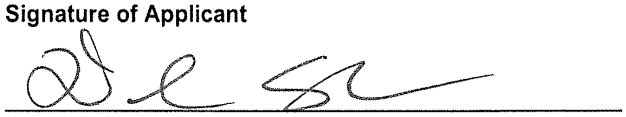
(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant



Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland
City Secretary's Office
PO Box 1152
Midland, TX 79702
FAX: (432) 685-7433

Submit Via Email

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 06/15/2021

Name: Adrian Urquiola

Phone: (432)530-9517 (Home)

Address: 1210 Cerrillos Ave (Business)

Email: adrianu_81@yahoo.com

(City) (State) (Zip)

I am [X] I am not [ ] a U.S. Citizen

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] yes [X] no

I have lived in Midland 33 years.

Occupation: HSE Consultant

Professional and/or Community Activities:

Part of "Communidad in Action", "John Norman City Council Advisory Committee", "Board Member of Midland Chamber of Commerce"

What is your personal vision for the City?

To have a healthy and balance lifestyle in this city for all families of Midland, TX

Please specify any time constraints you may have.

None just need a proper notice to plan accordingly

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Midland Housing Authority

Please tell us why you are interested in serving on this board or commission.

Coming from my background and living in poverty is something I know too well. I want an opportunity to help come up w/ solutions to affordable housing.

What contribution would you most like to make?

My Time

Additional pertinent information or references:

References: Jack Ladd, Adrian Carrasco, John Norman, Morris Williams

(2) Name of Board/Commission:

Parks and Recreation

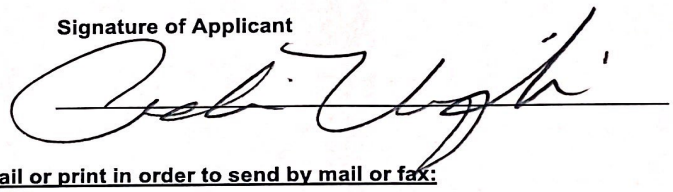
What contribution would you most like to make?

Help w/ communication from the citizens to city involving issues or lack of maintenance at our older parks in Midland

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant



Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland
City Secretary's Office
PO Box 1152
Midland, TX 79702
FAX: (432) 685-7433

Submit Via Email

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 6/17/2021

Name: Latoya Mayberry

Phone: 432-638-7091 **(Home)**

Address: 1712 Pavililon Parkway

432=-687-1543 **(Business)**

Midland TX 79705

Email: toya_may87@yahoo.com

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 30 **years.**

Occupation: Childcare owner

Professional and/or Community Activities:

I currently own and operate two childcare centers in Midland. I am a Co-Pastor of Community Worship Center with my Husband Ed Mayberry. I serve on the Be the Bridge Racial Reconcilation group.

What is your personal vision for the City?

My plan is to see our city my diversitified and that strong leaders step up to do more to serve our community. As Mayor Payton sugge in his remarks at the State of Midland event, "this is the time for Young leaders to do more." I am ready to answer that call and continue to make Midland a great place to call home.

Please specify any time constraints you may have.

None

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Midland Housing Authority. .

Please tell us why you are interested in serving on this board or commission.

I believe this commission will allow me to serve citizens with low-moderate income. I want to help enusre every citizen in Midland is blessed with affordable, comfortable living.

What contribution would you most like to make?

I would like to give my energy, wisdom, and time.

Additional pertinent information or references:

Bobby Burns: 432-559-5510

Ed Mayberry: 432-638-3504

Police Chief Seth Herman: 432-967-1816

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

Submit Via Email

Print Application