CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL MEETING
July 9, 2024 - 10:00 AM
300 North Loraine
Midland, Texas
Council Chamber - City Hall

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

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

OPENING ITEMS

1. Invocation – Reverand Pat Bryant, Travis Baptist Church

2. Pledge of Allegiance

PRESENTATIONS

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

   3a. Presentation from Chief of Staff Taylor Novak and Project Manager Kiara Taylor regarding Customer Service Initiative and Introducing SeeClickFix and Ask Jacky.

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:

   4a. REGULAR SESSION OF JUNE 11, 2024

   4b. SPECIAL SESSION OF JUNE 18, 2024

   4c. REGULAR SESSION OF JUNE 25, 2024

5. 2024-109 – RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH ALL CITY MANAGEMENT SERVICES, INC. OF SANTA FE SPRINGS, CALIFORNIA, TO PROVIDE SCHOOL CROSSING GUARD SERVICES FOR THE ADMINISTRATIVE SERVICES DEPARTMENT AT A TOTAL COST OF $839,710.80; AND AUTHORIZING PAYMENT **(DISTRICT: ALL) (GENERAL SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

6. 072-2024 – MOTION RATIFYING THE EXECUTION OF CHANGE ORDER #1 WITH REECE ALBERT, INC. REGARDING THE COMPASS 04 PU22-02 PROJECT; SAID CHANGE ORDER BEING IN THE AMOUNT OF $256,777.83 AND PROVIDING FOR ADDITIONAL MOBILIZATION AND TRAFFIC CONTROL; AND APPROPRIATING THE SUM OF $104,968.73 FROM THE ROAD BOND TO PROJECT 981031-18. FUNDING SOURCE: ROAD BOND FUND **(DISTRICT 2) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

7. 2024-110 – RESOLUTION RATIFYING AND APPROVING A CONTRACT WITH TOMMY KLEIN CONSTRUCTION, INC., IN THE AMOUNT OF $96,678.44 FOR THE FIRE STATION 8 ROOFING PROJECT THROUGH BUYBOARD; AND RATIFYING AND APPROVING A CHANGE ORDER IN THE AMOUNT OF $23,176.38 TO SAID CONTRACT FOR THE REPLACEMENT OF THE FIRE STATION 8 ROOF DECKING **(DISTRICT 1) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

8. 2024-111 – RESOLUTION AWARDING A CONTRACT TO TRUCLEAR WATER SOLUTIONS, INC., IN THE AMOUNT OF $1,440,000.00 FOR THE ADVANCED GROUNDWATER TREATMENT PROJECT; AND APPROPRIATING FUNDS FOR SAID PROJECT **(DISTRICT: NONE) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

9. 2024-112 – RESOLUTION AWARDING A CONTRACT IN THE AMOUNT OF $105,000.00 FOR THE POLICE DEPARTMENT TRAINING ACADEMY SHOWER UPGRADE PROJECT TO MID-TEX OF MIDLAND, INC.; AND APPROVING $10,500.00 FOR PROJECT RELATED EXPENSES **(DISTRICT: NONE) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

10. 2024-113 – RESOLUTION AUTHORIZING THE PURCHASE OF A THREE YEAR RENEWAL OF MICROSOFT ENTERPRISE LICENSING FROM SOFTWARE ONE, INC., THROUGH THE INTERLOCAL PURCHASING SYSTEM, FOR THE INFORMATION TECHNOLOGY SYSTEMS DEPARTMENT AT A TOTAL COST OF $1,511,265.51 **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

11. 073-2024 – MOTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND STARFIGHTERS SPACE TEXAS, INCORPORATED **(DISTRICT: NONE) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

12. 074-2024 – MOTION AUTHORIZING THE EXECUTION OF A FOOTBALL/SOCCER STADIUM NONEXCLUSIVE LEASE AGREEMENT WITH THE MIDLAND INDEPENDENT SCHOOL DISTRICT; SAID AGREEMENT TO PROVIDE FOR THE LEASE OF ASTOUND BROADBAND STADIUM TO THE MIDLAND INDEPENDENT SCHOOL DISTRICT FOR THE PURPOSE OF HOLDING UNIVERSITY INTERSCHOLASTIC LEAGUE FOOTBALL AND SOCCER GAMES AND OTHER APPROVED EVENTS **(DISTRICT 4)**

(DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

13. 2024-114 – RESOLUTION AUTHORIZING THE EXECUTION OF AN ADVANCE FUNDING AGREEMENT (AN "AFA") WITH THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION ("TXDOT"), FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE ("TASA") PROJECT, THE WILDCATTER TRAIL - CHAMPIONS, ETC. PROJECT, CSJ 0906-32-067 IN MIDLAND, TEXAS (THE "PROJECT"); SAID PROJECT TO PROVIDE FOR THE CONSTRUCTION OF A SHARED USE PATH ALONG CHAMPIONS DRIVE FROM THE SCHARBAUER SPORTS COMPLEX ENTRANCE TO TRADEWINDS BOULEVARD, ALONG TRADEWINDS BOULEVARD FROM CHAMPIONS DRIVE TO DEAUVILLE BOULEVARD, AND ALONG DEAUVILLE BOULEVARD FROM TRADEWINDS BOULEVARD TO ARLINGTON ROAD; THE ESTIMATED TOTAL PROJECT COST BEING $4,783,673.00; THE CITY OF MIDLAND, TEXAS' (THE "CITY'S") ESTIMATED SHARE OF THE TOTAL PROJECT COST, INCLUDING PRELIMINARY ENGINEERING COSTS, BEING $924,374.00; APPROPRIATING FUNDS; AUTHORIZING PAYMENT TO TXDOT OF THE CITY'S LOCAL MATCH, WHICH IS ESTIMATED TO BE $792,174.00, PLUS ALL NON-REIMBURSABLE COSTS AND 100% OF OVERRUNS, IF ANY; AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO CERTIFY A COPY OF THIS RESOLUTION TO TXDOT **(DISTRICT 4) (ENGINEERING SERVICES) (QUALITY OF LIFE AND PLACE)**

SECOND READINGS

14. 10537 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 9, BLOCK 1, WESTOVER PLACE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM O-1, OFFICE DISTRICT TO SF-2, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF KENT STREET AND WEST LOUISIANA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD JUNE 25, 2024) **(DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

15. 10538 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 11, BLOCK 1, WESTOVER PLACE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM 2F, TWO-FAMILY DWELLING (DUPLEX) DISTRICT TO SF-2, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF KENT STREET, APPROXIMATELY 140 FEET NORTH OF WEST LOUISIANA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD JUNE 25, 2024) **(DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

16. 10539 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF

MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 1A, BLOCK 4, PLUNK ADDITION, SECTION 10, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF GARDEN CITY HIGHWAY, APPROXIMATELY 568 FEET WEST OF ALLEN STREET), WHICH IS PRESENTLY ZONED C, COMMERCIAL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR AUTOMOBILE OR OTHER MOTORIZED VEHICLE SALES AND SERVICE; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD JUNE 25, 2024) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

17. 10540 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 6.92-ACRE TRACT OF LAND OUT OF BLOCK 1, WEST 191 INDUSTRIAL PARK, SECTION 12, AND AN 8.70-ACRE TRACT OF LAND OUT OF BLOCK 2, WEST 191 INDUSTRIAL PARK, SECTION 13, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT TO LI, LIGHT INDUSTRIAL DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH FM 1788 AND WEST COUNTY ROAD 77); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD JUNE 25, 2024) **(DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

18. 10541 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 4 AND 17, BLOCK 61, PARK AVENUE HEIGHTS ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH LEE STREET AND ON THE WEST SIDE OF SOUTH TYLER STREET, APPROXIMATELY 165 FEET SOUTH OF EAST CALIFORNIA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD JUNE 25, 2024) **(DISTRICT 2) (DEVELOPMENT SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

19. 10542 – AN ORDINANCE ALTERING PRIMA FACIE SPEED LIMITS ALONG CERTAIN STREETS IN THE CITY; AUTHORIZING INSTALLATION OF APPROPRIATE SIGNS AND MARKINGS; REPEALING ORDINANCE NO. 10493; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS ($200.00); AND ORDERING PUBLICATION (FIRST READING HELD JUNE 25, 2024) **(DISTRICT: NONE) (ENGINEERING SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

PUBLIC HEARINGS

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

20. 075-2024 – THE PROPOSED GRANTING OF OIL AND GAS WELL PERMITS TO FIREBIRD ENERGY II, LLC (“OPERATOR”) FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELLS: MBE 101H; MBE 201H; MBE 301H; MBE 302H; MBE 401H; MBE 402H; MBE 701H; MBE 702H; AND MBE-803H; SAID WELLS BEING GENERALLY LOCATED 635 FEET SOUTH OF MOCKINGBIRD LANE AND BETWEEN 1,680 FEET AND 1,840 FEET EAST OF HOLIDAY HILL ROAD (PUBLIC HEARING ONLY) **(DISTRICT 4) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

21. 10543 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 9, BLOCK 14, WARWICK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF SEABOARD AVENUE AND NORTH L STREET), BY PERMITTING A REDUCED MINIMUM SIDE YARD SETBACK ON THE EAST SIDE OF THE PROPERTY; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION **(DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

22. 10544 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 16, BLOCK 13, SOUTH PARK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH FORT WORTH STREET, APPROXIMATELY 253 FEET SOUTH OF EAST NEW JERSEY STREET), BY PERMITTING A REDUCED MINIMUM REAR 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 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

MISCELLANEOUS

23. 10545 – AN ORDINANCE AMENDING THE CODE OF ETHICS OF THE CITY OF MIDLAND, TEXAS **(LEGAL)**

24. RECEIVE AND DISCUSS A PRESENTATION FROM MANAGING DIRECTOR OF PUBLIC SAFETY CHUCK BLUMENAUER REGARDING THE CONDITION OF THE MIDLAND FIREMEN'S RELIEF AND RETIREMENT FUND, UNFUNDED LIABILITY SOLUTIONS, AND TIMELINES ASSOCIATED THEREWITH. THE MIDLAND CITY COUNCIL WILL TAKE NO ACTION ON THIS ITEM.

25. MOTION MAKING APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS **(DISTRICT:NONE) (CITY SECRETARY’S OFFICE)**

PUBLIC COMMENT

26. 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

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

    a. Section 551.087, Deliberate Economic Development Negotiations

    a.1. Discuss business prospects that the City seeks to have locate, stay, or expand in or near the City of Midland, Texas, and discuss possible incentives.

Respectfully Submitted,

Tommy Gonzalez
City Manager

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

MIDLAND CITY COUNCIL
MINUTES
June 11, 2024

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., June 11, 2024.

Council Members present:	Eric Davidson, Amy Stretcher Burkes, Robin Poole, Lori Blong, Scott Dufford, Jack Ladd, John Norman
Council Members absent:	None
Staff members present:	City Manager Tommy Gonzalez, City Attorney John Ohnemiller, Deputy City Manager Morris Williams Jr., Assistant City Manager Jose Ortiz

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

OPENING ITEMS

1. Invocation – Pastor Pat Bryant, Travis Baptist Church

2. Pledge of Allegiance

PRESENTATIONS

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

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

   3b. Finance Update from Budget Manager Alyssa Coppens regarding an All Funds Summary.

   No update was given at this meeting.

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:

   4a. REGULAR SESSION OF MAY 28, 2024

7. 2024-093 – RESOLUTION APPROVING A CONTRACT WITH VERIZON CONNECT INC.

DRAFT

THROUGH SOURCEWELL, FOR GPS VEHICLE TRACKING SERVICES FOR A TOTAL COST OF $510,299.28 **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

8. 2024-094 – RESOLUTION AUTHORIZING THE EXECUTION OF A THIRD AMENDMENT TO THAT CERTAIN MASTER SERVICES AND PURCHASING AGREEMENT WITH AXON ENTERPRISES, INC., DATED SEPTEMBER 29, 2021, AS AMENDED, FOR BODY WORN CAMERA SYSTEMS AND RELATED SERVICES FOR THE POLICE DEPARTMENT; AND AUTHORIZING PAYMENT FOR THE WORK AND SERVICES RENDERED PURSUANT TO SAID THIRD AMENDMENT **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

9. 2024-095 – RESOLUTION APPROVING THE PURCHASE OF FIVE HUNDRED (500) THREE (3) CUBIC YARD RESIDENTIAL REFUSE CONTAINERS, FIVE HUNDRED (500) THREE AND A HALF (3.5) CUBIC YARD COMMERCIAL REFUSE CONTAINERS AND THIRTY (30) THIRTY (30) YARD CONSTRUCTION REFUSE CONTAINERS FROM ROLL-OFFS USA THROUGH BUYBOARD AT A TOTAL COST OF $863,560.00 **(DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

10. 2024-096 – RESOLUTION AWARDING A CONTRACT FOR THE T24-04 CITYWIDE SCHOOL FLASHER PROJECT TO THE SOLE BIDDER, WILLIS ELECTRIC COMPANY, LP OF ABILENE, TEXAS, AT A TOTAL COST NOT TO EXCEED $500,000.00; TRANSFERRING AND APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT **(DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

12. 2024-098 – RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH BOLER EQUIPMENT SERVICE, INC., IN THE AMOUNT OF $2,994,596.00 FOR THE MAF AIRPORT WILDLIFE IMPROVEMENTS - SOUTH DRAINAGE PROJECT AT THE MIDLAND INTERNATIONAL AIR & SPACE PORT; AND APPROPRIATING FUNDS FOR SAID PROJECT **(DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)**

13. 062-2024 – MOTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE MIDLAND AIRPARK AIRFIELD IMPROVEMENTS PROJECT (#900447), 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 STATUES OF THE STATE OF TEXAS FOR ACCOMPLISHING THE WORK SET FORTH IN SAID PLANS AND SPECIFICATIONS **(DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)**

14. 2024-099 – RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH

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DELTA SPECIALTY CONTRACTORS, LLC, IN THE AMOUNT OF $9,679,095.00 FOR THE MAF WILDLIFE FENCE IMPROVEMENTS PROJECT; AND APPROPRIATING FUNDS FOR SAID PROJECT **(DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)**

15. 2024-100 – RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION ("TXDOT"), FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF A CONTINUOUS HIGHWAY LIGHTING SYSTEM ON STATE HIGHWAY 158, FROM STATE HIGHWAY 191 TO WADLEY AVENUE; AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO CERTIFY A COPY OF THIS RESOLUTION TO TXDOT **(DISTRICT 4) (ENGINEERING SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

16. 063-2024 – MOTION APPROPRIATING THE SUM OF $800,000 FROM THE 2019 ROAD CO TO A PROJECT FOR 2024 ON-CALL PROGRAM **(DISTRICT: ALL) (ENGINEERING SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

Jack Ladd moved to approve consent agenda items 4 – 16, excluding items 5, 6 & 11; seconded by John Norman.

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

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

5. 061-2024 – MOTION APPROPRIATING THE SUM OF $195,689.66 FROM THE GENERAL FUND TO THE OPIOID PROJECT

Managing Director of Public Safety Fire Charles Blumenauer reported that they are very limited on how they may use the funds. However, they maybe used for mental health and wellness for Fire and Police. Chief Blumenauer stated that there will be a health and wellness application for all Fire and Police and their families.

Deputy City Manager Morris Williams read a statement from Michelle Watson, who could not be in attendance. Ms. Watson is a local activist who runs the One Eleven Fentanyl Awareness Project throughout the Permian Basin and the surrounding areas. Ms. Watson goes around to the schools and speaks to children in both high school and junior high. The objective is to establish a collaborative initiative between the One Eleven Fentanyl Awareness Project in the City of Midland centered around raising awareness.

Jack Ladd moved to approve Motion No. 061-2024; seconded by John Norman.

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

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NAY: None
ABSTAIN: None
ABSENT: None

6. 2024-092 – RESOLUTION AWARDING A CONTRACT FOR THE MAIN STREET PAVING BOND PROJECT TO JONES BROS. DIRT & PAVING CONTRACTORS, INC. OF ODESSA, TEXAS, AT A TOTAL COST OF $6,447,628.70; APPROVING $1,289,525.74 FOR CONTINGENCIES; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

Council Member Ladd inquired if the Main Street Road Project was going to be happening at the same time as the Big Spring and the Garfield Projects.

Assistant City Engineer Joshua Ferguson stated that there will be some overlap but they are looking into coordinating their activities on Main Street to minimize the impact as much as they can; one of the reasons is to set the sequence with TXDOT.

Mayor Blong stated that they are looking into having Town Hall meetings around the city to educate citizens about the road projects being conducted.

Assistant City Engineer Joshua Ferguson stated that they have already started the utility project and are in the final stages. The bulk of the work has been done.

Jack Ladd moved to approve Resolution No. 2024-092; seconded by Amy Stretcher Burkes.

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

11. 2024-097 – RESOLUTION APPROVING A CONTRACT WITH MUSCO CORPORATION DBA MUSCO SPORTS LIGHTING, LLC, THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF LED LIGHTING FOR THE ULMER PARK SOFTBALL FIELDS FOR A TOTAL COST OF $1,009,870.00; APPROVING $100,987.00 FOR PROJECT RELATED COSTS; AND APPROPRIATING FUNDS FOR SAID PROJECT

Council Member Norman reported that he pulled the item to thank Council Member Amy Stretcher Burkes for taking the lead on this.

Interim Community Services Director Laurie Williams reported that the Midland United Girls Softball complex is a high priority that requires lots of maintenance and that the improvement is much needed and welcomed.

Council Member Amy Stretcher Burkes spoke on the importance of shade structures and benches.

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Council Member Norman emphasized the importance of Council Districts working together.

Council Member Dufford stated that they are all Midlanders regardless of what district they live in.

John Norman moved to approve Resolution No. 2024-097; seconded by Amy Stretcher Burkes.

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

SECOND READINGS

17. 10525 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 31A, BLOCK 39, FAIRMONT PARK ADDITION, SECTION 38, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF WEST LOOP 250 NORTH, APPROXIMATELY 920 FEET NORTH OF TREMONT AVENUE), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF BEER AND WINE IN A HOTEL LOUNGE FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD MAY 28, 2024) **(DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10525.

Robin Poole moved to approve the second and final reading of Ordinance No. 10525; seconded by Scott Dufford.

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

18. 10526 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 4,799-SQUARE FOOT PORTION OF THE SOUTH 32 FEET OF LOT 2 AND ALL OF LOTS 3 THROUGH 6, BLOCK 205, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF SOUTH BIG SPRING STREET AND WEST NEW JERSEY

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AVENUE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD MAY 28, 2024) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10526.

Scott Dufford moved to approve the second and final reading of Ordinance No. 10526; seconded by Jack Ladd.

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

19. 10527 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 60, PARK AVENUE HEIGHTS ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH LEE STREET, APPROXIMATELY 55 FEET SOUTH OF EAST CALIFORNIA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD MAY 28, 2024) **(DISTRICT 2) (DEVELOPMENT SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10527.

John Norman moved to approve the second and final reading of Ordinance No. 10527; seconded by Jack Ladd.

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

20. 10528 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 60, PARK AVENUE HEIGHTS ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF

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SOUTH LEE STREET AND EAST CALIFORNIA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD MAY 28, 2024) **(DISTRICT 2) (DEVELOPMENT SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10528.

John Norman moved to approve the second and final reading of Ordinance No. 10528; seconded by Jack Ladd.

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

21. 10529 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3, BLOCK 60, PARK AVENUE HEIGHTS ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH LEE STREET, APPROXIMATELY 110 FEET SOUTH OF EAST CALIFORNIA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD MAY 28, 2024) **(DISTRICT 2) (DEVELOPMENT SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10529.

John Norman moved to approve the second and final reading of Ordinance No. 10529; seconded by Scott Dufford.

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

22. 10530 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 7 AND THE SOUTH 48 FEET OF LOT 8, BLOCK 41, GREENWOOD ADDITION, THIRD, FOURTH, AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH WEBSTER STREET, APPROXIMATELY 65 FEET SOUTH OF EAST PENNSYLVANIA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM

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PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD MAY 28, 2024) **(DISTRICT 2) (DEVELOPMENT SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10530.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10530; seconded by John Norman.

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

23. 10531 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 22, BLOCK 6, GREATHOUSE ADDITION, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF SPENCE DRIVE AND WIMBERLEY SPRING COURT), BY PERMITTING A REDUCED MINIMUM REAR YARD SETBACK AND A REDUCED MINIMUM SEPARATION BETWEEN AN ACCESSORY BUILDING AND THE PRINCIPAL BUILDING; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (FIRST READING HELD MAY 28, 2024) **(DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10531.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10531; seconded by Amy Stretcher Burkes.

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

24. 10532 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 92, WILSHIRE PARK ADDITION, SECTION 25, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-2, SINGLE-FAMILY DWELLING DISTRICT TO O-1, OFFICE DISTRICT (GENERALLY LOCATED ON THE SOUTH SIDE OF THOMASON DRIVE, APPROXIMATELY 240 FEET WEST OF SOUTH MIDLAND DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD MAY 28, 2024) **(DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

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Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10532.

Amy Stretcher Burkes moved to approve the second and final reading of Ordinance No. 10532; seconded by Jack Ladd.

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

25. 10533 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A ONE-ACRE TRACT OF LAND OUT OF TRACT 1, BIZZELL KISER ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO 2F, TWO-FAMILY DWELLING (DUPLEX) DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF EAST MONTGOMERY AVENUE, APPROXIMATELY 135 FEET EAST OF SOUTH FORT WORTH STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD MAY 28, 2024) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10533.

John Norman moved to approve the second and final reading of Ordinance No. 10533; seconded by Amy Stretcher Burkes.

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

26. 10534 – AN ORDINANCE ADOPTING A FEE SCHEDULE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING AN APPEAL PROCESS; ESTABLISHING AN EFFECTIVE DATE OF JULY 1, 2024; AND ORDERING PUBLICATION (FIRST READING HELD MAY 28, 2024) **(DISTRICT: NONE) (FINANCE) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10534.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10534; seconded by Scott Dufford.

The motion passed by the following vote:
AYE: Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman, Davidson
NAY: None
ABSTAIN: None

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ABSENT: None

PUBLIC HEARINGS

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

27. 064-2024 – HOLD A PUBLIC HEARING IN ORDER FOR THE CITY OF MIDLAND AND THE CDBG PRIORITIZATION COMMITTEE TO RECEIVE PUBLIC COMMENTS, GUIDANCE, AND RECOMMENDATIONS REGARDING THE 2024-2025 CDBG GRANT APPLICATION SUBMISSIONS, AND THE FIFTH YEAR ACTION PLAN IN ACCORDANCE WITH THE FIVE-YEAR CONSOLIDATED PLAN GOALS. (PUBLIC HEARING ONLY) **(DISTRICT: ALL) (DEVELOPMENT SERVICES) (TRANSPARENT & CONSISTENT COMMUNICATION)**

PUBLIC HEARING ONLY; NO ACTION TAKEN.

Community Development Manager Isaac Garnett reported the item is the second of two public hearings and no action will be taken.

Mr. Garnett reported that the best way to receive more information will be to email, call or stop by the Community Development office. Mr. Garnett reported that some of the projects were moved to 2025 and the funding will remain the same for this year.

Council Member Poole thanked Mr. Garnett for putting everything together for them this year.

Mayor Blong opened the public hearing at 10:36 a.m.

Shirley Almanza, 410 E. Florida, spoke regarding the homeless in the community and providing nutrition and support. Ms. Almanza stated that they go out in the morning and provide breakfast to the homeless encampments, lunch and dinner at the Breaking Bread building. Ms Almanza reported that they provide dinner on Saturdays at Thriving United.

Catherine Orson, 905 Beal Way Parkway, spoke about how much Thriving United has been helped through the grant. They have been able to work closely with Midland Memorial Hospital to make bus passes available to their participants.

Ms. Orson stated that a bus pass costs thirty seven dollars and last for thirty one days. They have been able to get fifty bus passes per month.

Jenn McMorries, 3300 Wedgewood Street, is the Thriving United Center Program Director. Ms. McMorries spoke about the services they offer, the need for transportation and bus pass services.

Michelle McClellan, Odessa, representing Midland Memorial Hospital, spoke about the impact that the bus passes have made on the lives of individuals that need them in the community. Ms. McClellan stated that they need around 2,500 bus passes and that last year they were able to give out more than 2,000.

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Robert Coriston, 5906 Yorkshire Drive, spoke about the services the Salvation Army offers as well as the feeding program.

Councilman Dufford asked about the bell ringer program and inquired how much the program brings per year.

Mr. Coriston stated that in the past they brought in $139,000 gross for the bell ringer program but unfortunately they cannot get enough volunteers. They do hire their clients.

There being no one else wishing to speak, the public hearing was closed at 10:53 a.m.

28. 10535 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 15,266-SQUARE FOOT PORTION OF LOTS 26 AND 27, BLOCK 2, 349 RANCH ESTATES, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH STATE HIGHWAY 349 AND WASHITA COURT), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10535.

Development Services Planning Manager Xavier Bauguess noted this item is for an Specific Use Designation with term for alcohol sales.

Mayor Blong opened the public hearing at 10:55 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. 10535; seconded by Eric Davidson.

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

29. 10536 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 1 AND THE EAST FIVE FEET OF LOT 2, BLOCK 5, WARWICK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH L STREET AND SHELL AVENUE), BY PERMITTING A REDUCED SIDE YARD SETBACK ON THE EAST SIDE OF THE PROPERTY;

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CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION **(DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10536.

Development Services Planning Manager Xavier Bauguess reported the item is a special exception to reduce the minimum side yard set back to zero for an accessory structure. The site plan proposes a pergola on the existing patio area that they have on their property. Staff has received no objection letters but recommend no action be taken since it does not meet the requirements of the code.

Mayor Blong opened the Public Hearing at 10:59 A.M.

Stephen Sample, 2000 Shell Avenue, stated that they are trying to build and provide shade, extend the structure to cover the structures already there to protect them from extreme weather.

Mayor Blong closed the Public Hearing at 11:01 A.M.

Jack Ladd moved to approve the first of two readings of Ordinance No. 10536; seconded by Eric Davidson.

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

MISCELLANEOUS

30. 065-2024 – DISCUSSION REGARDING FAILURES OF THE TAILGATE AND ITS OWNERS, OFFICERS, EMPLOYEES, AND AGENTS TO COMPLY WITH CONDITIONS OF ORDINANCE NO. 10454, WHICH GRANTED A SPECIFIC USE DESIGNATION WITHOUT TERM ALLOWING LOT 1, BLOCK 1, CLAYDESTA PLAZA NORTH, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS (THE “PROPERTY”) TO BE USED FOR A COMMERCIAL AMUSEMENT (OUTDOORS) FACILITY, ORDINANCE NO. 10455, WHICH GRANTED A SPECIFIC USE DESIGNATION WITHOUT TERM ALLOWING THE PROPERTY TO BE USED FOR A MOBILE FOOD VENDOR PARK, AND ORDINANCE NO. 10456, WHICH GRANTED A SPECIFIC USE DESIGNATION WITH TERM ALLOWING THE PROPERTY TO BE USED FOR THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISES CONSUMPTION IN A MOBILE FOOD VENDOR PARK AND COMMERCIAL AMUSEMENT (OUTDOORS) FACILITY; AND THE CITY COUNCIL MAY CONSIDER A MOTION DIRECTING STAFF ON HOW TO PROCEED.

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Planning & Development Officer Elizabeth Triggs gave an update and recommended the next steps for the compliance status of the Tailgate which is to set the standard for a safe and secure city. Ms.Triggs provided the history and timeline of the tailgate and the issues that have presented such as the lack of permits, complaints on noise and dust. The City continues to issue citations for an SUD for alcohol sale violations while events continue to take place despite noncompliance. Ms.Triggs stated that the City has notified the Tailgate that Temporary Land Use (TLU) permits could not be approved.

City Attorney John Ohnemiller reported that there have been 13 citations issued to the Tailgate and there will be more issued with the past event that took place last Friday.

Chief Deputy of Field Operations Bureau Brian Rackow, reported that they are mailing out the citations and are trying to catch up with the issuance of citations.

Sean Elphick, 11 Marchelle Court, apologized for being here again and stated that they are not wanting to be in the current situation. He stated that the process has been challenging due to not being able to get answers on parking spaces

Mayor Blong stated that they would like to see. the business thrive but has concerns about safety that the events sometimes present.

Councilman Norman reported that the situation was caused by the owners not complying and not by the City.

Mr. Elphick stated the last booked event of the year will be in September.

Mayor Blong spoke about the concern of people parking across the street which presents as a hazardous condition to both pedestrians and drivers.

Councilman Ladd asked if there were any more concerts planned past September and Mr. Elphick responded that if he gets under compliance he will contract past September.

Councilwoman Stretcher Burkes inquired about what the zoning code is for parking. Planning & Development Officer Elizabeth Triggs stated that the SUD for alcohol sales require 800 spaces.

Mayor Blong stated that they will continue to issue citations and that they will try to come to a resolution to get this resolved.

City Manager Tommy Gonzalez stated that they have worked with this group and spoke to them about finding another location or finding a better solution.

Assistant City Manager Jose Ortiz stated that it will be the Tailgate's responsibility to come into compliance and the City staff will work with them.

COUNCIL TOOK NO ACTION ON THIS ITEM

31. UPDATE FROM DIRECTOR OF ENGINEERING GABE MCCLELLAND REGARDING

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CLEANER, BETTER MIDLAND: COMMUNITY INITIATIVES.

Assistant City Manager Jose Ortiz gave a presentation regarding Cleaner and Better Midland. He spoke about the Strategic Goal Connections, Midland's Most Traveled Roads and Improved Pedestrians Enhancements.

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.)

Brian Brooks, Arlington, states that he is here to address some concerns that were brought up at the last council meeting regarding his company who was awarded the crossing guard contract for Midland. He stated that the things said were not true and that they do background checks on all employees.

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 551.071, Consultation with Attorney

a.1. Discuss matters in which the duty of the attorney(s) to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code.

All the business at hand having been completed, the meeting adjourned at 2:10 p.m.

PASSED AND APPROVED July 9, 2024.

_____
Lori Blong, Mayor

ATTEST:

_____
Marcia Bentley-German
City Governance Officer/City Secretary

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CITY OF MIDLAND, TEXAS
MIDLAND CITY COUNCIL
SPECIAL MINUTES
June 18, 2024

The City Council convened in **Special** Session in the Bush Convention Center, Midland, Texas, at 1:30 PM, Tuesday, June 18, 2024.

Council Members present:	Eric Davidson, Amy Stretcher Burkes, Robin Poole, Lori Blong, Scott Dufford, Jack Ladd, John Norman
Council Members absent:	None
Staff members present:	City Manager Tommy Gonzalez, City Attorney John Ohnemiller, Deputy City Manager Morris Williams Jr., Managing Director/Fire Chief Charles Blumenauer, Director of Finance Christy Weakland, Administrative Services Director Mark Widmann

The meeting was called to order at 1:30 p.m.

PRESENTATION

1. RECEIVE AND DISCUSS A PRESENTATION FROM BRAD HEINRICH OF FOSTER & FOSTER REGARDING THE ACTUARIAL VALUATION STUDY OF THE FINANCIAL CONDITION OF THE MIDLAND FIREMEN'S RELIEF AND RETIREMENT FUND.

A brief presentation was given by Deputy City Manager Morris Williams on the Pension Review Board (PRB). He reported on the steps that have been taken, issues that have been identified, the infinite amortization period, and the intensive actuary review. The City stands ready to work together in addressing the issues with the Firefighters pension fund and come to a solution to help get things back on track.

Brad Heinrich of Foster and Foster spoke in regards to their assignment which was to verify and validate the boards actuary's calculations. Mr. Heinrich provided information on the all-encompassing education on the pension problem and its magnitude. Mr. Heinrich compared the fire pension benefits to other Texas Local Fire Fighters Retirement Act (TLFFRA) Fire plans across Texas and the rest of the country and generated possible solutions to fix the pension problem.

In conclusion, it is recommended that the City and the members share in the responsibility of fixing this.

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PUBLIC HEARING

2. 066-2024 – HOLD A PUBLIC HEARING AND CONSIDER A MOTION ACCEPTING FOSTER & FOSTER'S ACTUARIAL VALUATION STUDY OF THE FINANCIAL CONDITION OF THE MIDLAND FIREMEN'S RELIEF AND RETIREMENT FUND; AND THE CITY COUNCIL MAY CONSIDER A MOTION DIRECTING CITY STAFF ON HOW TO PROCEED ON MATTERS RELATED THERETO.

Mayor Blong opened the Public Hearing at 2:17 p.m.
The following individuals all voiced their concerns.

Landy Adkins, 6016 San Bernard, reports he has been a firefighter for 15 years and that he kept getting told that things will be getting better. He spoke about overtime and staffing shortages.

Justin Graham, 2310 Terrace Avenue, spoke about benefits not being the same and the hiring freeze that created some of the problems. Mr. Graham states that in 2023 overtime could not be added into the actuary. He stated that his argument would be that they are paying under the percentage for the fund.

Brian Cruz, Odessa, stated that he is a Battalion Chief and supervises five stations. He reported that they are humans and not numbers on a spreadsheet.

Eric Stewart, 6812 East County Road 97, reported that he is a Trustee Member and that this problem had been discussed over the last several years.

Drew Peters, 3318 West County Road 185, has worked for the Midland Fire Department for 35 years and retired a couple of years ago. Mr. Peters reports he became a firefighter because of the retirement and found out that the contribution for retirement was less than the Texas Municipal Retirement System (TMRS). Mr. Peters states he was told it was because the firefighter's retirement benefits were better.

Grant Benson, 4904 Fields Place, spoke about the extra benefits that he has had to put into the fund but will more than likely never see it.

Zachary Crabtree, 3909 Pleasant, spoke about him running the Midland Fire Department program and that he has received numerous texts and calls regarding the pension fund.

Mayor Blong asked for more clarity regarding other cities and the TMRS contributions and about pension obligation bonds.

Brad Heinrich reported that that he did not have all the details regarding the TMRS benefits, and only compared the normal costs between the others. Mr. Heinrich stated that he has a lot of clients who borrowed obligation bonds when the interest rates were at

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their lowest. Unfortunately, the interest rates are currently very high.

Council Member Ladd asked who decides who is on the fire pensions board and City Manager Tommy Gonzalez stated that it is determined by the state statute. City Attorney John Ohnemiller reported that three seats are elected by the department.

Mayor Blong reported that the statute states that there should be three firefighters, the Mayor, the Chief Financial Officer, and then those five members elect two more members.

Council Member Ladd asked about the average pension benefit retirement and what is the average for the Midland Police Department. He would like to know what is the difference and if people who are already retired get to vote on how it turns out. Mr. Heinrich reported that only active members are able to vote.

Council Member Eric Davidson asked what is the yearly cost of the pension benefits, not the contribution and also asked what the previous bond was, which was $80 million per City Manager Tommy Gonzalez.

Mayor Blong wants to make sure that this doesn't happen again in the future, she anticipates changes.

Mayor Blong closed the Public Hearing at 3:17 p.m.

All the business at hand having been completed, the meeting adjourned at 3:17 p.m.

PASSED AND APPROVED July 9, 2024.

_____

Lori Blong, Mayor

ATTEST:

_____

Marcia Bentley-German

City Governance Officer/City Secretary

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MIDLAND CITY COUNCIL
MINUTES
June 25, 2024

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., June 25, 2024.

Council Members present:	Eric Davidson, Amy Stretcher Burkes, Robin Poole, Scott Dufford, Jack Ladd, John Norman
Council Members absent:	Lori Blong
Staff members present:	City Manager Tommy Gonzalez, City Attorney John Ohnemiller, Deputy City Manager Morris Williams Jr., Assistant City Manager Jose Ortiz

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

OPENING ITEMS

1. Invocation – Minister Mabio Gomes, Midland SDA Church

2. Pledge of Allegiance

PRESENTATIONS

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

   3a. Presentation from Bhupen Agrawal regarding the Honolulu Building located at 200 West Illinois Avenue, Midland, Texas.

   Bhupen Agrawal, owner of the Honolulu Building, gave a presentation and provided his vision regarding the Honolulu Building in downtown Midland. Mr. Agrawal also reported why he feels like the Honolulu Building should be purchased, such as, preserving history, beautification of downtown, location and cost savings just to name a few.

CONSENT AGENDA

4. 2024-101 – RESOLUTION AWARDING A CONTRACT FOR THE GARFIELD STREET PAVING BOND PROJECT TO THE SOLE BIDDER, REECE ALBERT, INC. OF SAN ANGELO, TEXAS, AT A TOTAL COST OF $4,187,756.14; APPROVING $837,551.23

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FOR CONTINGENCIES; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT **(DISTRICT 3) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

6. 2024-103 – RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH FIELDTURF USA, INC., THROUGH THE EQUALIS GROUP PURCHASING PROGRAM, FOR DESIGN SERVICES ASSOCIATED WITH THE CONSTRUCTION OF FIELDS 5 AND 6 AT THE SCHARBAUER SPORTS COMPLEX FOR A TOTAL COST OF $238,892.00; APPROVING $23,893.00 FOR PROJECT RELATED EXPENSES; AND APPROPRIATING FUNDS FOR SAID PROJECT **(DISTRICT 4) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

7. 2024-104 – RESOLUTION AUTHORIZING THE PURCHASE OF STRING LIGHTS AND POLES FOR DOWNTOWN MIDLAND FROM WHOLESALE ELECTRIC SUPPLY COMPANY OF HOUSTON, INC. THROUGH THE INTERLOCAL PURCHASING SYSTEM FOR A TOTAL COST OF $305,255.67 **(DISTRICT 2) (GENERAL SERVICES) (QUALITY OF LIFE AND PLACE)**

8. 2024-105 – RESOLUTION AUTHORIZING A ONE-YEAR RENEWAL OF A SOLE-SOURCE CONTRACT WITH AZTECA SYSTEMS, LLC, FOR LICENSING AND SOFTWARE MAINTENANCE SUPPORT SERVICES OF CITYWORKS SOFTWARE FOR THE INFORMATION TECHNOLOGY SYSTEMS DEPARTMENT AT A TOTAL COST OF $135,981.30 **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

9. 2024-106 – RESOLUTION RATIFYING AND APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MIDLAND AND SILVERWING ENTERPRISES, LLC, FOR PROFESSIONAL SERVICES IN SUPPORT OF THE OPERATION OF THE SPACEPORT LOCATED AT MIDLAND INTERNATIONAL AIR AND SPACE PORT; AND AUTHORIZING THE EXECUTION OF AN AMENDMENT TO SAID PROFESSIONAL SERVICES AGREEMENT **(DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)**

10. 2024-107 – RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH MAVERICK CIVIL & SURVEY, LLC, DBA MAVERICK ENGINEERING TO PROVIDE CONCEPTUAL AND DESIGN SERVICES FOR THE BEAUTIFICATION OF TWO ENTRYWAYS TO THE MIDLAND INTERNATIONAL AIR & SPACE PORT FOR A TOTAL COST NOT TO EXCEED $109,000.00; AND APPROPRIATING FUNDS FOR SAID PROJECT **(DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)**

11. 067-2024 – MOTION APPROVING A MASTER RESEARCH AND DEVELOPMENT AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND THE MITRE CORPORATION; SAID AGREEMENT TO PROVIDE FOR RESEARCH AND DEVELOPMENT, SYSTEMS ENGINEERING, AND RELATED ADVISORY SERVICES NECESSARY FOR THE FURTHERANCE OF COMMERCIAL SPACE AND HIGH-

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SPEED FLIGHT OPERATIONS IN THE PERMIAN BASIN **(DISTRICT: NONE) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

12. 068-2024 – MOTION APPROVING A PROMOTIONAL AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND SPACE FORCE ASSOCIATION, INC., TO ADVERTISE AND PUBLICIZE THE CITY OF MIDLAND FOR THE PURPOSE OF DEVELOPING NEW AND EXPANDED BUSINESS ENTERPRISES; AND REPEALING MOTION NO. 038-2024 **(DISTRICT: NONE) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

14. 070-2024 – MOTION ACCEPTING GRANT FUNDS IN THE AMOUNT OF $105,462.00 FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES; SAID GRANT FUNDS TO BE USED TO ASSIST THE CITY OF MIDLAND HEALTH SERVICES DIVISION WITH THE FUNDING AND DELIVERY OF PUBLIC HEALTH EMERGENCY PREPAREDNESS NECESSITIES; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL NECESSARY ACCEPTANCE DOCUMENTS; AND AUTHORIZING AND DIRECTING THE CITY TREASURER TO DEPOSIT SAID GRANT FUNDS INTO THE GENERAL FUND **(DISTRICT: ALL) (FIRE) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

Scott Dufford moved to approve consent agenda items 4-14, excluding items 5 & 13; seconded by Robin Poole.

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

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

5. 2024-102 – RESOLUTION APPROVING A CONTRACT WITH LEXIPOL LLC THROUGH SOURCEWELL, FOR A THREE-YEAR SUBSCRIPTION OF THE FIRST RESPONDER MENTAL HEALTH APPLICATION FOR A TOTAL COST OF $146,526.60

Managing Director of Public Safety Chuck Blumenauer gave a brief overview of the item noting that it's for a mental health & wellness application which allows individuals to ask for help anonymously.

Amy Stretcher Burkes moved to approve Resolution No. 2024-102; seconded by John Norman.

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

DRAFT

13. 069-2024 – MOTION APPROVING, WITH STAFF'S RECOMMENDED CONDITIONS, A PROPOSED PRELIMINARY PLAT OF GRASSLANDS ESTATES, SECTION 26, BEING A REPLAT OF LOT 1, BLOCK 21, GRASSLANDS ESTATES, SECTION 16, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF WEST WADLEY AVENUE AND CALLAWAY DRIVE)

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting it is a preliminary plat of the zoo area which is larger than 25 acres. Any plat larger than 25 acres must come before Council. There are no changes to the zoning and the lot dimensions do comply with the current zoning districts. No letters of objection have been received and Planning and Zoning does recommend approval.

Charles Harrington, 18 Desta Drive, Zoo Project Coordinator, reported this is actually for a zoo and not for housing. There are no plans for residential housing at this location.

John Norman moved to approve Motion No. 069-2024; seconded by Robin Poole.

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

SECOND READINGS

15. 10535 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 15,266-SQUARE FOOT PORTION OF LOTS 26 AND 27, BLOCK 2, 349 RANCH ESTATES, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH STATE HIGHWAY 349 AND WASHITA COURT), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD JUNE 11, 2024) **(DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10535.

Scott Dufford moved to approve the second and final reading of Ordinance No. 10535; seconded by John Norman.

The motion passed by the following vote:
AYE: Davidson, Stretcher Burkes, Poole, Dufford, Ladd, Norman
NAY: None

DRAFT

ABSTAIN: None
ABSENT: Blong

16. 10536 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 1 AND THE EAST FIVE FEET OF LOT 2, BLOCK 5, WARWICK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH L STREET AND SHELL AVENUE), BY PERMITTING A REDUCED SIDE YARD SETBACK ON THE EAST SIDE OF THE PROPERTY; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (FIRST READING HELD JUNE 11, 2024) **(DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10536.

Robin Poole moved to approve the second and final reading of Ordinance No. 10536; seconded by John Norman.

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

PUBLIC HEARINGS

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

17. 10537 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 9, BLOCK 1, WESTOVER PLACE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM O-1, OFFICE DISTRICT TO SF-2, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF KENT STREET AND WEST LOUISIANA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 3) (DEVELOPMENT SERVICES) QUALITY OF LIFE AND PLACE**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10537.

Planning & Development Officer Elizabeth Triggs reported items 17 and 18 are for the same property owner, which is First Baptist Church. The reason they are separate items is because they are going from different zoning districts to the same district. Staff has received no letters of objection and Planning and Zoning recommends approval.

DRAFT

Mayor Pro Tem Ladd opened the public hearing at 10:28 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. 10537; seconded by Amy Stretcher Burkes.

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

18. 10538 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 11, BLOCK 1, WESTOVER PLACE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM 2F, TWO-FAMILY DWELLING (DUPLEX) DISTRICT TO SF-2, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF KENT STREET, APPROXIMATELY 140 FEET NORTH OF WEST LOUISIANA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 3) (DEVELOPMENT SERVICES) QUALITY OF LIFE AND PLACE**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10538.

Planning & Development Officer Elizabeth Triggs reported this item was discussed along with item number 17 above and complies with the Tall City Comprehensive Plan.

Mayor Pro Tem Ladd opened the public hearing at 10:30 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Eric Davidson moved to approve the first of two readings of Ordinance No. 10538; seconded by Robin Poole.

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

19. 10539 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 1A, BLOCK 4, PLUNK ADDITION, SECTION 10, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF GARDEN CITY HIGHWAY, APPROXIMATELY 568 FEET WEST OF ALLEN STREET), WHICH IS PRESENTLY ZONED C, COMMERCIAL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR AUTOMOBILE OR OTHER MOTORIZED VEHICLE SALES AND SERVICE; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS

DRAFT

CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10539.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this item is for a Specific Use Designation (SUD) without term for auto sales at 1300 Garden City Highway. This item complies with the zoning code and staff recommends approval.

Mayor Pro Tem Ladd opened the public hearing at 10:32 a.m.

Ms. Diaz, 1300 Garden City Hwy, is only here to answer questions if Council has any.

There being no one else wishing to speak, the public hearing was closed at 10:33 a.m.

John Norman moved to approve the first of two readings of Ordinance No. 10539; seconded by Amy Stretcher Burkes.

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

20. 10540 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 6.92-ACRE TRACT OF LAND OUT OF BLOCK 1, WEST 191 INDUSTRIAL PARK, SECTION 12, AND AN 8.70-ACRE TRACT OF LAND OUT OF BLOCK 2, WEST 191 INDUSTRIAL PARK, SECTION 13, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT TO LI, LIGHT INDUSTRIAL DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH FM 1788 AND WEST COUNTY ROAD 77); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10540.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting the item is for a re-zone. Planning and Zoning and staff recommend approval.

Mayor Pro Tem Ladd opened the public hearing at 10:36 a.m. There being no one present

DRAFT

wishing to speak, the public hearing was immediately closed.

Robin Poole moved to approve the first of two readings of Ordinance No. 10540; seconded by Scott Dufford.

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

21. 2024-108 – RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR A FARMERS MARKET ON A 4.87-ACRE TRACT OF LAND OUT OF LOT 4, BLOCK 1, PORRAS ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST WADLEY AVENUE, APPROXIMATELY 800 FEET EAST OF NORTH A STREET) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS **(DISTRICT 3) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting it is for a Temporary Land Use (TLU) permit for a farmers market at 3600 North A. Street in the parking lot. The applicant has received permission from the property owner. There are no letters of objection and staff recommends approval.

Mayor Pro Tem Ladd opened the public hearing at 10:39 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

John Norman moved to approve Resolution No. 2024-108; seconded by Eric Davidson.

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

22. 10541 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 4 AND 17, BLOCK 61, PARK AVENUE HEIGHTS ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH LEE STREET AND ON THE WEST SIDE OF SOUTH TYLER STREET, APPROXIMATELY 165 FEET SOUTH OF EAST CALIFORNIA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 2) (DEVELOPMENT SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10541.

DRAFT

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting it is for a zone change to build a single family home. Staff has received no letters of objection and recommends approval.

Council Member Norman inquired about application fees.

Mrs. Triggs reported Council approved a resolution that allows for these fees to be waived.

Mayor Pro Tem Ladd opened the public hearing at 10:42 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. 10541; seconded by Robin Poole.

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

MISCELLANEOUS

23. 071-2024 – MOTION GRANTING C&J GENERAL CONTRACTING LLC'S APPEAL, ON BEHALF OF SIMON PROPERTIES, AND REVERSING THE BUILDING OFFICIAL'S DENIAL OF A SIGN PERMIT FOR LOT 10, BLOCK 17, SKYLINE TERRACE, UNIT 7, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED SOUTHWEST OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND COURTYARD DRIVE) **(DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting it's a request from the Midland Park Mall for a sign appeal. Mrs. Triggs explained why the request was denied and the appeal process. The City Code allows wall signs to be 50 square feet. The mall is requesting a sign that is 140 square feet.

Natalie Jett, 4511 N. Midkiff Road, General Manager of Midland Park Mall, reported the sign hides a dumpster, which is an eyesore, and that most of the time it will read Midland Park Mall. This is a vinyl sign, not digital.

Scott Dufford moved to approve Motion No. 071-2024; seconded by Amy Stretcher Burkes.

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

24. 10542 – AN ORDINANCE ALTERING PRIMA FACIE SPEED LIMITS ALONG CERTAIN STREETS IN THE CITY; AUTHORIZING INSTALLATION OF APPROPRIATE SIGNS AND

DRAFT

MARKINGS; REPEALING ORDINANCE NO. 10493; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS ($200.00); AND ORDERING PUBLICATION **(DISTRICT: NONE) (ENGINEERING SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10542.

Traffic Engineer Taha Sakrani gave a brief overview of the item noting it's to change the speed limit on Briarwood, Midkiff Road, and Rankin Highway. Mr. Sakrani reported what the new speed limit will be on each of these roads.

John Norman moved to approve the second and final reading of Ordinance No. 10542; seconded by Robin Poole.

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

PUBLIC COMMENT

25. 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.)

Mr. Odell Niblett, 308 E. Dormard, is a crossing guard in Midland. Mr. Niblett reported he and other crossing guards are not being treated fairly. Mr. Niblett reported that his pay checks have errors and he is unable to communicate with the director of the program.

Council Member Dufford inquired of staff what the third party, that the City pays, is doing with regard to paying their employees.

Deputy City Manager Morris Williams reported there have been complaints and that some are the same complaints Mr. Niblett spoke about. Mr. Williams reported they have been checking into those complaints.

EXECUTIVE SESSION

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

Mayor Pro Tem Ladd recessed the City Council meeting to go into Executive Session at 10:57 a.m.

DRAFT

a. Section 551.087, Deliberate Economic Development Negotiations

a.1. Discuss business prospects that the City seeks to have locate, stay, or expand in or near the City of Midland, Texas, and discuss possible incentives.

All the business at hand having been completed, the meeting adjourned at 11:34 a.m.

PASSED AND APPROVED July 9, 2024.

_____

Lori Blong, Mayor

ATTEST:

_____

Marcia Bentley-German
City Governance Officer/City Secretary

DRAFT

City Council Meeting

Item Number: 5

Meeting Date: July 9, 2024

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH ALL CITY MANAGEMENT SERVICES, INC. OF SANTA FE SPRINGS, CALIFORNIA, TO PROVIDE SCHOOL CROSSING GUARD SERVICES FOR THE ADMINISTRATIVE SERVICES DEPARTMENT AT A TOTAL COST OF $839,710.80; AND AUTHORIZING PAYMENT (DISTRICT: ALL) (GENERAL SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)

Purpose:

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

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the General Fund operating budget.

Strategic Priority:

(Set the Standard for a Safe and Secure City)

Discussion:

The Crossing Guard RFP was recently rebid, resulting in fourteen (14) requests for bids being sent out, with five (5) bids ultimately received. After careful evaluation, the staff has recommended awarding the contract for crossing guard services to All City Management

Services, Inc. of Santa Fe Springs, California. Please see the attached memo from Mark Widmann, Administrative Services Director, for additional information.

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

Morris Williams Jr.

City Manager's Office

INTEROFFICE MEMORANDUM

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

FROM: **Mark Widmann, Director of Administrative Services**

SUBJECT: **School Crossing Guard Bid Award**

DATE: **June 25, 2024**

Five proposals for School Crossing Guards Services were reviewed. The review committee consisted of Troy Clabaugh, Traffic Operations Superintendent; Greg Chatwell, Deputy Police Chief; Cortney Smith, MISD, Brittanii Parker, Citizen; and Mark Widmann, Director of Administrative Services.

The reviewed committee provided the vendor scores listed below:

- All City Management Services, Inc. scored 86.80 pts out of 100 pts.
- Crossing Guard Services, LLC scored 77.86 pts out of 100 pts.
- Cross Safe scored 74.89 pts out of 100 pts.
- The Unit Staffing scored 72.54 out of 100 pts.
- Texas Public Safety and Investigations scored 72.14 pts out of 100 pts.

All City Management Services, Inc. stood out with its impressive track record, currently employing over 8,500 safety-dedicated individuals serving cities, towns, communities, schools, and school districts nationwide. They provided ten references, including the City of Odessa, where they have been providing services since 2015. Their bid for services is $19.08 per hour per guard, amounting to an annual cost of $839,710.80. All City Management Services, Inc. scored 86.60 out of 100 points, making them the top choice.

Other proposals reviewed by the following vendors:

- Crossing Guard Services, LLC's hourly rate is $19.35, and its annual cost is $851,593.50.
- Cross Safe hourly rate is $24.80, and its annual cost is $1,091,448.00.
- Texas Public Safety and Investigations hourly rate is $20.00, and its annual cost is $880,200.00.
- The Unit Staffing hourly rate is $20.00, and its annual cost is $880,200.00.

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

RESOLUTION NO. _____

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

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

WHEREAS, Proposal No. 24003350R was opened on June 18, 2024, with the lowest proposal and the proposal that will provide the best value to the City having been submitted by All City Management Services, Inc. of Santa Fe Springs, California ("Contractor"), having submitted a proposal of $839,710.80 as shown on the evaluation attached hereto as Exhibit "A" and incorporated herein for all legal purposes; and

WHEREAS, the City Council finds it to be in the public interest to execute an agreement with Contractor for said Services;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, an agreement with Contractor for said Services at a total cost of $839,710.80, said agreement to be in a form substantially similar to that attached hereto as Exhibit "B" and incorporated herein for all legal purposes.

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

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

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

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

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

_____
Mark Widmann, Administrative Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

24003350R Scoring Summary for Crossing Guard Services

	Total	Manpower/ Staffing Process	Price	References	Quality and Program Management Plan	Transition Plan
Supplier	**/ 100 pts**	**/ 35 pts**	**/ 10 pts**	**/ 35 pts**	**/ 10 pts**	**/ 10 pts**
All City Management Services, Inc.	86.8 pts	28.4 pts	10 pts ($839,710.80)	29.6 pts	9.4 pts	9.4 pts
Crossing Guard Services LLC	77.86 pts	27 pts	9.86 pts ($851,593.50)	23.6 pts	8.4 pts	9 pts
Cross Safe	74.89 pts	26.6 pts	7.694 pts ($1,091,448.00)	23.6 pts	8.6 pts	8.4 pts
The Unit Staffing	72.54 pts	24 pts	9.54 pts ($880,200.00)	22.6 pts	7.4 pts	9 pts
Texas Public Safety and Investigations	72.14 pts	25 pts	9.54 pts ($880,200.00)	23.6 pts	8 pts	6 pts

EXHIBIT "A" (cont'd)

24003350R Crossing Guard Bid Opening: June 18, 2024															
						All City Management Services, Inc.		Cross Safe		Crossing Guard Services LLC		Texas Public Safety and Investigations		The Unit Staffing	
				Total Cost		$839,710.80		$1,091,448.00		$851,593.50		$880,200.00		$880,200.00	
#	Items	Locations Quantity Required	Total Hours per Day	Total Days per Year	Total Hours for the School Year	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1															
#1-1	Sites at 4 hours per day with regularly scheduled early release days	57	228	180	41,040	$19.08	$783,043.20	$24.80	$1,017,792.00	$19.35	$794,124.00	$20.00	$820,800.00	$20.00	$820,800.00
2															
#2-1	Sites at 5.5 hours per day with no regularly scheduled early release days	3	17	180	2,970	$19.08	$56,667.60	$24.80	$73,656.00	$19.35	$57,469.50	$20.00	$59,400.00	$20.00	$59,400.00

Bid Summary

14 Bid Requests were issued
5 Bids are listed above
0 Bids were unresponsive
0 NO BIDs were received
9 Bidders did not respond

EXHIBIT "B"

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

This 10th day of July 2024, the City of Midland, Texas, ("City"), and All City Management Services, Inc. ("Contractor"), do hereby enter into this Agreement for personnel services where Contractor will provide persons to work as crossing guards during the Midland Independent School District ("MISD") academic year.

1. **Term:** The term of this Agreement shall commence on July 10, 2024, and run through May 31, 2025. Thereafter, this Agreement may be extended, at the option of City, for a term of no longer than one (1) year. The number of additional one (1) year extensions agreed to shall be limited to three (3).

2. **Personnel Provided by Contractor:** Contractor agrees to provide City with not less than sixty (60) people to serve as temporary personnel who shall be qualified to perform the duties customarily required of a school crossing guard ("Temps" or "Guards"). Each Temp shall be available to work not less than four (4) hours each day that MISD is in session during the regular school calendar year with the exact hours and locations to be established by City; provided, however, that each Temp shall be required to be available earlier than the regularly scheduled times on at least six (6) dates to be determined by MISD.

3. **Reduction of Personnel:** City may, at its option and without penalty and cost, reduce the number of Guards required in Paragraph 3, above, by providing notice to Contractor not later than three (3) calendar days prior to the effective date of the reduction. Contractor shall be solely responsible for selecting which Guards shall be terminated from service with City pursuant to this reduction.

4. **Increase of Personnel:** Contractor agrees upon written request of City to use best efforts to provide additional personnel to City in the event City requires crossing guards in excess of the sixty (60) described in Paragraph 3. City agrees to pay Contractor an additional $19.08 per person per hour for each additional Temp provided pursuant to this Paragraph.

5. **Dismissal of Personnel by City:** Upon written request of City's representative, Contractor shall remove and use its best efforts to replace any Temp assigned by Contractor to perform services for City under this Agreement found by City to be unsatisfactory. Contractor's

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

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

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

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

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

10. **Contractor's Fee:** City agrees to pay Contractor for services rendered pursuant to this Agreement the sum of $839,710.80 ($19.08 per hour, per guard) during the initial term of the Agreement. City agrees to pay Contractor for services rendered pursuant to each one-year extension described in Paragraph 1 of this Agreement the same fee set out in the first sentence of this Paragraph 10 (per hour, per guard) unless, prior to City exercising its option to so extend the

Agreement, Contractor gives City written notice of a greater fee, in which case, City agrees to pay the greater fee for such extension if City exercises its option to so extend the Agreement; provided, however, that Contractor's fee for any one-year extension of this Agreement shall not exceed the fee for the initial term by more than the lesser of (i) the percentage increase in the Consumer Price Index All Items, Dallas-Fort Worth SMA from the date when City and Contractor entered into this Agreement to the date when Contractor gives its notice of the greater fee to City and (ii) fifteen percent (15%). Contractor shall bill a minimum of four (4) hours per guard, per school day unless Contractor fails to perform service. The fee paid by City shall be inclusive of all costs related to obtaining the Guards from Contractor, including, but not limited to, amounts related to Contractor's provision of workers' compensation coverage pursuant to Paragraph 12. Payment shall be made to Contractor not later than thirty (30) days after receipt of invoice from Contractor for services performed by Guards during the calendar month immediately preceding the issuance of the invoice. All payments shall be made to Contractor at Contractor's office address shown below.

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

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

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

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

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

The Workers' Compensation coverage provided by CONTRACTOR shall inure to the benefit of employees injured during the course and scope of their employment by CONTRACTOR pursuant to this Agreement. 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 Worker's Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis. CITY shall be provided the notice by CONTRACTOR's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

CONTRACTOR shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this 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 CITY of Midland and policies that name CITY of Midland as an additional insured on a claims occurred basis (except workers compensation).

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

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

13. **<u>INDEMNITY:</u> CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER**

WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CONTRACTOR, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND CONTRACTOR WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

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

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

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

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

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

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

17. **Assignment**: Contractor shall not, either directly or indirectly, assign all or any part of this Agreement or any interest, right or privilege herein, without the prior written consent of

City. The issue on whether or not to grant consent to an assignment is in the sole discretion of City.

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

19. **Nonwaiver:** Failure of City hereto to declare any default immediately upon occurrence hereof, or delay in taking any action in connection therewith, shall not waive such default, but City shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, either in law or in equity.

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

To City:	City of Midland
(Mailing Address)	P.O. Box 1152
	Midland, TX 79702
(Physical Address)	300 North Loraine
	Suite 310
	Midland, Texas 79701
To Contractor:	All City Management Services, Inc.
(Fill in name/Address)	10440 Pioneer Boulevard, Suite 5
	Santa Fe Springs, CA 90670

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

meaning to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

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

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

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

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

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

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

28. **Compliance With Laws:** In the payment and employment of people to serve as Guards pursuant to this Agreement, Contractor shall comply with all federal, state and local laws, rules,

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

29. **RELEASE: NOTWITHSTANDING ANY OTHER PROVISIONS, CONTRACTOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH CONTRACTOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.**

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

OTHERWISE BE ENTITLED.

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

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

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

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

means, methods or details of Contractor's work. Contractor shall assume exclusive responsibility for the work. Contractor is entirely free to do the work in its own way.

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

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

34. **Governmental Immunity:** By executing this 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.

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

herein.

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

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

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

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

38. 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, Contractor 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 Contractor 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 Contractor; or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to City.

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

40. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this 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.

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

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

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

CONTRACTOR:

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2024 personally appeared, _____, an officer of All City Management Services, Inc., known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the __day of _____, 2024.

_____
Notary Public, State of Texas

Date: 5/28/2024

MIDLAND
Purchasing Division

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

BID NO: 24003350R

CLOSING DATE: **June 18, 2024**

CLOSING TIME: **2:00 PM**

BIDS WILL BE RECEIVED UNTIL **2:00 PM** on **6/18/2024** THROUGH BONFIRE FOR GOODS AND SERVICES DESCRIBED BELOW WHICH WILL BE DELIVERED TO: **Administrative Services, 300 N Loraine Suite 120 Midland, TX 79701**

DESCRIPTION
School Crossing Guard Services in accordance with the attached request for proposals, contracts and quote sheet/ service questionnaire.
Total:

NOTICE TO BIDDERS:

1. FAILURE TO RESPOND WITH EITHER A BID OR "NO BID" WILL SUBJECT YOUR FIRM TO REMOVAL FROM THE BID LIST FOR THIS TYPE OF MATERIAL, EQUIPMENT OR SUPPLY ITEM.
2. IF THE SELECTED BIDDER/CONTRACTOR CANNOT MEET THE REQUIREMENTS OF CONTRACT, THEN THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER BIDDER.
3. IMPORTANT NOTICE: IF THE CONTRACT DOCUMENTS REQUIRE WORKER'S COMPENSATION INSURANCE, BIDDER/CONTRACTOR MUST CARRY WORKER'S COMPENSATION INSURANCE TO BE ELIGIBLE FOR THIS CONTRACT. IF YOU CANNOT PROVIDE WORKER'S COMPENSATION INSURANCE AS REQUIRED BY STATE OF TEXAS STATUTE, WE RESPECTFULLY REQUEST THAT YOU "NO BID" THIS WORK.
4. BIDDER/CONTRACTOR/COMPANY IS RESPONSIBLE FOR ACQUIRING AND ACKNOWLEDGING ALL ADDENDA.
5. **PUBLIC INFORMATION:** To the extent that Bidder is submitting a bid for a contract described by Section 552.371 of the Texas Government Code, Bidder agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

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

COMPANY NAME: All City Management Services, Inc.
ADDRESS: 10440 Pioneer Blvd., Suite 5
CITY: Santa Fe Springs STATE: California ZIP 90670
PHONE NO: 310 202 8284 EMAIL: demetra@thecrossingguardcompany.com
DELIVERY CAN BE MADE:
AUTHORIZED SIGNATURE:

(THIS IS NOT AN ORDER)

A Message for Our Vendors

The City of Midland, Texas has developed a strategic plan with long-term objectives, new mission and vision statements, and a course of action to carry out goals established by and for our community. This includes strategic priorities that will address our economy, infrastructure, quality of life, standards for a safe and secure city, plus much more that's detailed below. We hope you join us on this exciting journey and to be part of the energy toward a successful and prosperous Midland!

Vision Statement

The City of Midland will be the premier and safest city in West Texas by providing world-class municipal services through operational excellence and a culture of innovation.

Mission Statement

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

Guiding Principles: I-FORCE

Integrity
Financial Stewardship
Outstanding Service
Respect
Collaboration
Excellence

City Council Key Focus Areas

Communication • Customer Service
Economic Development
Fiscal Responsibility & Accountability
High-Performing City Team • Legislation
Quality of Place • Technology Improvements

Core Values

Commitment: Duty to the public good.
Engagement: Foster partnerships and collaboration.
Excellence: Practice continuous improvement.
Innovation: Embrace creativity and cutting-edge solutions.
Integrity: Operate with transparency and accountability.
Inclusivity: Ensure all voices are heard and valued.

Vendor & Contractor Communication

In order to ensure smooth coordination and effective communication between contractors and the City of Midland**, it is imperative that contractors provide adequate advance notice before commencing work on specific projects**. The city requires ten (10) days' notice on commencement of project. This advance notice requirement serves to notify all relevant city departments, ensuring proper preparation and coordination of resources. Additionally, it facilitates timely dissemination of information to the public, if necessary, thereby minimizing potential disruptions and maximizing transparency throughout the project lifecycle. **By adhering to this protocol, contractors demonstrate their commitment to fostering productive partnerships with the City of Midland and upholding standards of efficient project management and community engagement. This commitment is a part of our strategic plan, with direct ties to Goal 4: Transparent and Consistent Communication and Strategies 4.4 and 4.5.**

Strategic Plan

1. Strong Economy with More Quality Jobs

1.1 Increase the Midland Sales Tax Base: Develop strategies to expand the tax base by attracting businesses and supporting local commerce.

1.2 Enhance Visitor Revenue Opportunities: Boost tourism through marketing and infrastructure improvements.

1.3 Continue Downtown and West Midland Redevelopment: Promote revitalization efforts for a vibrant downtown.

1.4 Nurture Development Districts: Establish key action plans honed to enhance Development Districts.

1.5 Grow the Core Business of Air Transportation: Develop and transform the Midland airport system.

1.6 Diversify Midland's Economy: Support initiatives that diversify the local economy and enhance resilience.

1.7 Expand Opportunities and Programming for General and Small Business: Foster the growth, retention, and expansion of local small businesses as well as business in general.

1.8 Improve Speed to Market for Citizens, Builders, Developers, and Contractors: Reduce wait times for permit review/approval and inspection process of permitted work.

1.9 Establish Our Community as a Premier Destination for Retail and Entertainment: Offer unique and compelling experiences that draw visitors, ultimately driving economic growth and community vibrancy, while increasing tourism and business development.

2. Set the Standard for a safe and secure City

2.1 Enhance public safety programs.

2.2 Improve Pedestrian and Motorist Safety: Invest in traffic management and infrastructure.

2.3 Implement Effective Code Enforcement Strategies: Address nuisances to improve overall health and safety.

2.4 Revitalize Neighborhoods: Utilize best practices to support the redevelopment of neighborhoods.

2.5 Enhance Animal Services: Ensure the welfare of pets and wildlife in the city.

2.6 Grow and Retain Public Safety Resources: Expand law enforcement presence as well as fire reduction and prevention programs while reducing attrition.

3. Quality of Life and Place

3.1 Enhance Community Engagement: Champion innovative recreational, educational, and cultural programs that enrich residents' lives in partnership with the business community.

3.2 Foster Relationships with Foundations and Outside Businesses: Collaborate to create world-class facilities and amenities.

3.3 Create an Attractive and Inclusive Living Environment: Develop and enhance live, work, and play opportunities for our citizens.

3.4 Establish Beautification Programs: Implement initiatives to make the community clean and bright.

3.5 Nurture and Promote a Healthy Community: Increase healthy community living and education opportunities for citizens of all ages.

3.6 Build the Best Parks System in Our Region: Offer diverse, accessible, and enjoyable green spaces, tournament-ready ball fields, safe playgrounds, and unique recreational opportunities that enhance the quality of life/quality of place for our community.

4. Transparent and Consistent Communication

4.1 Set a Climate of Respect, Collaboration, and Team Spirit: Cultivate a culture of openness and respect.

4.2 Enhance Communication Efficiency and Effectiveness: Leverage and expand the use of technology to facilitate the exchange of information.

4.3 Elevate Internal Communication and Employee Engagement: Strengthen information flow and collaboration among city staff.

4.4 Advance Two-Way Communication of Key Messages: Engage effectively with external stakeholders; foster community engagement.

4.5 Strengthen Messaging Opportunities Through Various Media Outlets: Communicate the city's achievements and initiatives.

5. Provide Sound Governance and Fiscal Management

5.1 Recruit and Retain a Skilled and Diverse Workforce: Invest in talent and diversity; grow our local pipeline of skilled employees.

5.2 Enhance Citizen Experience: Improve employee working conditions to better serve citizens.

5.3 Hone Public Servant Proficiency: Cultivate a culture of professional growth, skilled mastery, and information exchange.

5.4 Implement Cutting-Edge Practices: Harness automation and Artificial Intelligence technology for efficient resource utilization.

5.5 Promote a Well-Balanced Customer Service Philosophy: Consistently deliver excellent service to residents.

5.6 Deliver Services Timely and Efficiently: Prioritize continuous improvement.

5.7 Ensure Continued Financial Stability and Accountability: Maintain financial transparency.

5.8 Deliver Effective and Efficient Processes: Maximize value in procurement.

5.9 Ensure Reliability and Safety: Maintain existing assets and develop new city asset opportunities, including parks

and other facilities, with a standard of excellence.

5.10 Create a Work Environment that Supports Bleeding-Edge Practices: Encourage bleeding-edge practice that then cultivates an environment where employees can learn from their experiences and improve processes; thus, becoming a learning organization.

6. Strengthen and Sustain Our Infrastructure

6.1 Provide Reliable and Sustainable Utilities: Guarantee water supply and distribution systems security and longevity.

6.2 Enhance Infrastructure for Economic Growth: Improve competitiveness through infrastructure investments that includes collaboration with neighboring jurisdictions and exemplary peer agencies.

6.3 Streamline and Consolidate City Facilities: Create synergy for improved services.

6.4Standardize Infrastructure Processes Across the City: Ensure consistency, timeliness, and accountability in infrastructure development.

6.5 Implement a Funding Stream for Infrastructure: Establish reliable funding for continual improvements.

6.6 Strategize for and Monitor City Growth: Develop proactive responses to growth rather than reactive.

6.7 Develop and Implement Comprehensive Road Planning and Maintenance Initiatives: Ensure safe and maintained roads for existing and new developing areas and main thoroughfares.

Request for Proposals

RFP 24003350R

for

Crossing Guards

Proposals for this requirement will be accepted until 2:00 P.M. on June 18, 2024

Proposals May be Mailed or Delivered to:

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

No Late Proposals Will Be Accepted

NOTICE TO PROPOSERS:

1. **IMPORTANT NOTICE** – IF THE CONTRACT DOCUMENTS REQUIRE WORKER'S COMPENSATION INSURANCE, PROPOSER/CONTRACTOR MUST CARRY WORKER'S COMPENSATION INSURANCE TO BE ELIGIBLE FOR THIS CONTRACT. IF YOU CANNOT PROVIDE WORKER'S COMPENSATION INSURANCE AS REQUIRED BY STATE OF TEXAS STATUTE, WE RESPECTFULLY REQUEST THAT YOU "NO BID" THIS WORK

2. COMPLIANCE. – COMPANY AGREES THAT IT SHALL COMPLY WITH TEXAS GOVERNMENT CODE SECTION 2252.908, *ET SEQ.*, AS AMENDED. COMPANY AGREES THAT IT SHALL COMPLY WITH TEXAS LOCAL GOVERNMENT CODE SECTION 176.006, *ET SEQ.*, AS AMENDED.

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

SCHEDULE OF EVENTS

RFP 24003350R

For

Crossing Guards

Event	Date*
Intended date for RFP Release.....	May 30, 2024
Cutoff Date for inquiries and clarification……...	June 13, 2024
Proposal Due Date	June 18, 2024
Notification of Vendor Interviews/ Product Demonstrations…….	To Be Determined
Intended Date for Contract Award.....	July 9, 2024

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

NOTE:

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

SPECIAL TERMS AND CONDITIONS

Proposal Requirements /Terms

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

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

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

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

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

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

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

Conditions

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

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

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

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

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

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

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

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

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

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

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

1. GENERAL INFORMATION

1.1. INTRODUCTION

The City of Midland (hereinafter referred to as the "the City") is pleases to invite you to submit a proposal for Crossing Guards as specified herein. Proposals submitted in response to the specifications contained herein shall comply with the following instructions and procedures.

Request for Proposal Standard Information

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

1.2. INITIAL EVALUATION

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

1.3. DISCUSSION/NEGOTIATION

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

1.4. BEST AND FINAL OFFER

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

1.5. AWARD

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

1.6. TRADE SECRETS

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

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

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

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

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

1.6.2.2. An affidavit from the offeror's legal counsel attesting to and explaining the validity of

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

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

1.7. LATE PROPOSALS

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

1.8. PREPARING A RESPONSE

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

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

1.9. CLARIFICATION/ INTERPRETATION

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

The City of Midland Office of the Purchasing Agent
PO BOX 1152
Midland, TX 79702

OR

FAX: (432) 685-0523

Email: purchasing@midlandtexas.gov

1.10. FORMAT FOR INQUIRIES:

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

1.11. INTERPRETATION:

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

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

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

1.12. OFFER PRICING

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

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

1.13. ALTERNATE PROPOSALS

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

1.14. SUBMITTING A SEALED PROPOSAL

1.14.1. Number of copies and Location:

1.14.1.1. Sealed Proposals must be received by the date before the time stated on the face of the Request for Proposal Cover Page, local time. Sealed Proposals received after this time will not be accepted for consideration. Facsimile copies are not acceptable.

1.14.2. Each Offeror who submits a proposal represents that:

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

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

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

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

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

1.15. RIGHTS RESERVED

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

A) waive any formality;

b) cancel or terminate this RFP;

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

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

1.16. BONDING REQUIREMENTS

Intentionally Omitted

1.17. OFFEROR INTERVIEW / PRODUCT DEMONSTRATION

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

(Section 1.18 is optional based on whether or not subcontractors will be involved.)

1.18. SUBCONTRACTING

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

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

1.19. INSURANCE REQUIREMENTS

See Contract or Agreement

1.20. CONTRACTOR'S RESPONSIBILITIES

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

1.21. OFFEROR COMPETITION

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

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

1.22. CONTRACT PROVISIONS AND TERMS

1.22.1. Contract Execution

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

1.22.2. Terms and Conditions

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

1.22.3. Exceptions to Contract Terms & Conditions

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

1.22.4. The initial contract(s) term is for a period commencing on July 10, 2024, and running through May 31, 2025.

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

2. PROPOSAL WAIVERS:

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

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

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

2.3. OFFEROR IS RELYING ON ITS OWN JUDGMENT. OFFEROR HAD THE OPPORTUNITY TO DISCUSS THESE PROPOSAL DOCUMENTS WITH COMPETENT LEGAL COUNSEL PRIOR TO SUBMISSION OF THE PROPOSAL OR EXECUTION OF THE CONTRACT.

2.4. <u>WAIVER:</u>

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

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

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

2.5.3. ACCEPTANCE OR REJECTION OF ANY PROPOSALS; OR

2.5.4. AWARD OF THE CONTRACT.

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

2.7. BY SIGNING THE EXECUTION OF OFFER, YOUR COMPANY AGREES TO THE ABOVE WAIVER(S). IF THIS FORM IS NOT SIGNED AND INCLUDED WITH YOUR PROPOSAL DOCUMENTS YOUR PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE AND WILL BE REJECTED.

3. SCOPE OF PROJECT

Crossing Guard Specifications

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

SCHOOL CROSSING GUARD LOCATIONS		
	SCHOOLS	**LOCATIONS**
1	ALAMO JR. HIGH/BONHAM ELEMENTARY	MIDLAND DR. @ STOREY AVE.
2	ANSON JONES ELEMENTARY	5100 SHADYLANE DR.
3	ANSON JONES ELEMENTARY	ILLINOIS AVE. @ STONEYBROOK DR.
4	BONHAM ELEMENTARY	BONHAM ST. @ CUTHBERT AVE.
5	BOWIE ELEMENTARY	B ST. @ DOUGLAS AVE.
6	BOWIE ELEMENTARY	A ST. @ ELK AVE.
7	BUNCHE ELEMENTARY	JACKSON ST. & PENNSYLVANIA AVE.
8	BURNETT ELEMENTARY	CANYON DR. @ RUBY DR.
9	BURNETT ELEMENTARY	CANYON DR. @ RAYMOND RD.
10	BUSH ELEMENTARY	PRESTON DR. @ WHITTLE WAY
11	DE ZAVALA ELEMENTARY	LOUISIANA AVE. @ LAMESA RD.
12	DE ZAVALA ELEMENTARY	MESQUITE ST. @ LEE ST.
13	EMERSON ELEMENTARY	HAYNES AVE. @ LANHAM ST.
14	EMERSON ELEMENTARY	WARD ST. @ MOSS AVE.
15	EMERSON ELEMENTARY	HAYNES AVE. @ WARD ST.
16	FANNIN ELEMENTARY	NEELY AVE. @ LANHAM ST.
17	FANNIN ELEMENTARY	FANNIN AVE. @ LANHAM ST.
18	FASKEN ELEMENTARY	HOLIDAY HILL RD. & SHERWOOD DR.
19	FASKEN ELEMENTARY	SANDSTONE DR. & SHERWOOD DR.
20	GEN.TOMMY FRANKS ELEMENTARY	FT. WORTH ST. @ PARKER AVE.
21	GEN.TOMMY FRANKS ELEMENTARY	LAMESA RD. @ PARKER AVE.
22	GREATHOUSE ELEMENTARY	BRIARWOOD AVE. @ MATHIS ST.
23	GREATHOUSE ELEMENTARY	GREATHOUSE AVE. @ MATHIS ST.
24	HENDERSON ELEMENTARY	BENTWOOD DR. @ GRACELAND DR.
25	HENDERSON ELEMENTARY	GRACELAND DR. @ WILSHIRE DR.
26	HILLANDER SCHOOL	I ST. @ WADLEY AVE.
27	JANE LONG ELEMENTARY	ABERDEEN DR. @ CEDAR SPRINGS DR.
28	LAMAR ELEMENTARY	CRESTVIEW RD. @ ILLINOIS AVE.
29	LAMAR ELEMENTARY	CRESTVIEW RD. @ KESSLER AVE.

30	MIDLAND CHRISTIAN	NORTHRUP DR. @ SINCLAIR AVE.
31	MILAM ELEMENTARY	BARBER ST. @ DORMARD AVE.
32	MILAM ELEMENTARY	WADLEY AVE. @ EDWARDS ST.
33	MILAM ELEMENTARY	DORMARD AVE. @ EDWARDS ST.
34	PARKER ELEMENTARY	3800 NORWOOD ST.
35	PARKER ELEMENTARY	NORWOOD ST. @ ST. ANDREWS DR.
36	PARKER ELEMENTARY	MIDLAND DR. @ ST. ANDREWS DR.
37	PEASE ELEMENTARY	BENTON ST. @ SCHARBAUER DR.
38	RUSK ELEMENTARY	NEELY AVE. @ WEDGWOOD ST.
39	RUSK ELEMENTARY	MCDONALD ST. @ NEELY AVE.
40	SAM HOUSTON ELEMENTARY	LOUISIANA AVE. @ "N" ST.
41	SAM HOUSTON ELEMENTARY	CUTHBERT AVE. @ "N" ST.
42	SANTA RITA ELEMENTARY	BLUEBIRD LN. @ WHITMAN DR.
43	SANTA RITA ELEMENTARY	5306 WHITMAN DR.
44	SCHARBAUER ELEMENTARY	CROWLEY BLVD. @ HEREFORD BLVD.
45	SOUTH ELEMENTARY	BIG SPRING ST. @ DAKOTA AVE.
46	SOUTH ELEMENTARY	COLORADO ST. @ W. NEW JERSEY AVE.
47	ST. ANN'S SCHOOL	"M" ST. @ TEXAS AVE.
48	TRAVIS ELEMENTARY	GIST AVE. @ JEFFERSON ST.
49	TRAVIS ELEMENTARY	ATLANTA ST. @ GIST AVE.
50	YOUNG WOMEN'S LEADERSHIP ACADEMY	INDIANA AVE. @ TILDEN ST.
51	YOUNG WOMEN'S LEADERSHIP ACADEMY	TILDEN ST. @ WALL ST.
52	YARBROUGH ELEMENTARY	LEGENDS BLVD. @ WAGNER DR.
53	YARBROUGH ELEMENTARY	RIVERFRONT DR. @ THREE RIVERS LN.
54	YARBROUGH ELEMENTARY	AVALON DR. @ HALL OF FAME BLVD.
55	LOCATION TO BE DETERMINED AS NEEDED	
56	LOCATION TO BE DETEMINED AS NEEDED	
57	LOCATION TO BE DETEMINED AS NEEDED	
58	LOCATION TO BE DETEMINED AS NEEDED	
59	LOCATION TO BE DETEMINED AS NEEDED	
60	LOCATION TO BE DETEMINED AS NEEDED	

4. SAFETY

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

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

*Included means that if the feature or requirement is normally included and will be at NO extra charge.

**Will be at an additional cost. These added costs shall be listed on the cost summary/ price

sheet proposal page.

5. VENDOR QUALIFICATIONS

5.1 INFORMATION VERIFICATION

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

5.2 RIGHT TO REJECT

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

5.3 VENDOR CAPABILITIES

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

5.3.1 References

5.3.1.1 Offeror shall provide a minimum of three (3) references that are using services of the type proposed in this RFP. The references should fall within the categories identified below. At a minimum, the offeror shall provide the company name, the location where the services were provided, contact person(s), customer telephone number, a complete description of the service type, and dates the services were provided. The City reserves the right to use any information or additional references deemed necessary to establish the ability of the offerors to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

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

5.4.1 Vendor Stability

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

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

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

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

6. EVALUATION PROCESS

6.1 EVALUATION PROCEDURE

6.1.1 Committee Actions

6.1.2 The evaluation committee will separate proposals into “responsive” and “non-

responsive" proposals. Non-responsive proposals will be eliminated from further consideration.

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

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

7.1 EVALUATION CRITERIA

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

7.1.1 This Contract will be awarded to the bidder who provides goods or services at the best value for the City of Midland. In determining the best value for the City of Midland, the City of Midland will consider the following criteria:

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

7.1.3 **Price**- Price will be evaluated for fairness and reasonable costs **(10%)**

7.1.4 **References**- Vendors shall submit (3) business references, preferably from current customers **(35%).**

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

7.1.6 **Transition Plan**- Implementation and execution of transition that will address risks and timeline associated with implementation of this contract **(10%)**

8. PROPOSAL CONTENTS

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

8.2 THE RFP RESPONSE

8.3 THE BID TABLE

8.4 REQUESTED ATTACHMENTS

8.4.1 References

8.4.2 Resumes

8.4.3 Financial Information

8.4.4 Signed Execution of Offer

9. TEXAS PUBLIC INFORMATION ACT

Notwithstanding any other provisions, this request for proposals, along with any associated contract, is subject to the Texas Public Information Act.

EXECUTION OF OFFER

Date:

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

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

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

This offer consists of pages number 1 through 10.

Offeror/ COMPANY: All City Management Services, Inc.

SIGNATURE (INK):

NAME: (TYPED/PRINTED) Demetra Farwell

TITLE: Corporate Secretary / Director of H.R.

STREET: 10440 Pioneer Boulevard, Suite 5

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

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

E-MAIL ADDRESS: demetra@thecrossingguardcompany.com

ALL CITY MANAGEMENT SERVICES

"The Crossing Guard Company"

A Proposal for
City of Midland
RFP 24003350R
Crossing Guards

June 18, 2024

Presented by



David Mecusker; Marketing & Contracts Manager
2012 E. Randol Mill, Suite 222, Arlington, TX 76011
10440 Pioneer Boulevard, Suite 5, Santa Fe Springs, CA 90670
OFFICE PHONE: 800.540.9290 FAX: 310.202.8325
EMERGENCY DISPATCH: 877.512.2267
www.thecrossingguardcompany.com

ALL CITY MANAGEMENT SERVICES

June 10, 2024

June 10, 2024

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

Dear Ms. Bentley-German:

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

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

Our goal is simple, to relieve the City of Midland of the day-to-day responsibilities of managing a Crossing Guard Program. As a full services contractor, we assume complete responsibility for the local day-to-day operations of the Crossing Guard programs we manage.

This includes recruitment, background clearance, hiring, training, equipment, payroll, supervision, and local management of the program. We maintain local supervision, alternate guards, a paging system, and a 24-hour 800 number to ensure adequate response and immediate back-up for any Crossing Guard absent from duty for any reason. We also establish communication with each school to ensure proper scheduling.

With each and every program we manage we embed ourselves within the communities we service. We work with local community centers, senior centers, libraries and schools to establish our presence in the area. This helps with our recruitment efforts and when we conduct hiring events with our community partners, as we try to partner with as many local area establishments as possible.

While we have become the nation's largest provider of private crossing guards as a result of our singular focus to this industry as well development of benchmark training. We establish strong ties with each community we serve, and our locally Texas based Area Supervisors will reside in or near the City of Midland. The management of the City of Midland program will have second and third level support from our Texas based operations managers who reside in the Lone Star state.

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

We have articulated over thirty-eight (38) years of industry experience into our **"Employee Handbook for School Crossing Guards"** which details our Job Requirements, the initial and ongoing Training we provide. This includes our Site Evaluations, our Rules of Conduct, Crossing Guard of the Year recognition and the Certification Requirements for all ACMS Crossing Guards.

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

Sincerely,

Demetra Farwell
Corporate Secretary
demetra@thecrossingguardcompany.com

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

8.2 RFP Response

ALL CITY MANAGEMENT SERVICES

COMPANY PROFILE

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

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

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

One of the benefits we bring to any agency is our expertise in overseeing a seamless transition from public to private management of the program. The continuity of the Crossing Guards' employment is a key component of a seamless transition. We value the experiences and understanding of the Crossing Guards currently working in each program we manage. Much of our success with individual programs is a result of the experience and knowledge these Crossing Guards bring to our management. Our Local Area Supervisors reside in each of the communities they serve and work directly with the schools and local businesses in those communities.

With over 38 years of experience, **ACMS** leads the Crossing Guard Industry in the development of Crossing Guard standards for training, supervision, and safety. Each program we have taken on has brought a unique set of issues and challenges. The heart of our success has been our ability to articulate these challenges and experiences into our training, policies, and procedures to benefit all Crossing Guards in all the cities, towns, and communities we service.

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

Company Data

All City Management Services, Inc.

Texas
2012 E. Randol Mill, Ste. 222
Arlington, TX 76011
Phone: 817 962 0110
Fax: 800 430 1059

Corporate Office
10440 Pioneer Blvd., Suite 5
Santa Fe Springs, CA 90670
Phone: 310 202 8284 Fax: 800 430 1059
24-hour number is 877 512 2267
https://thecrossingguardcompany.com
Federal Tax Identification Number: 95-3971517

Bid Direct Point of Contact
ACMS represents the following person is authorized to negotiate on their behalf with the City of Midland in connection with this RFP:

David Mecusker, Marketing & Contracts Manager
Phone: 310 202 8284 Ext. 107
david@thecrossingguardcompany.com

All City Management Services, Inc. was established on May 3, 1985, as an S Corporation and has not conducted business under any other business name. All City Management Services, Inc. is not partially owned by another business organization or individual. All City Management Services, Inc. has 38 years of experience providing crossing guard services. Baron Farwell; President and General Manager owns one hundred percent (100%) of stock outstanding. Demetra Farwell is the Corporate Secretary for All City Management Services, Inc.

All City Management Services, Inc. has not lost a client agency due to failure or refusal to complete a contract and has never lost a client agency due to the level of service provided. All City Management Services, Inc.'s financial interests are associated with Crossing Guard and has no financial interest in other lines of business.

All City Management Services, Inc. is minority-owned and family operated since 1985. Please see our Minority Business Enterprise Certificate on the next page.

THIS CERTIFIES THAT

All City Management Services, Inc.

NMSDC
National Minority Supplier Development Council

* Nationally certified by the: **SOUTHERN CALIFORNIA MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 561612

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

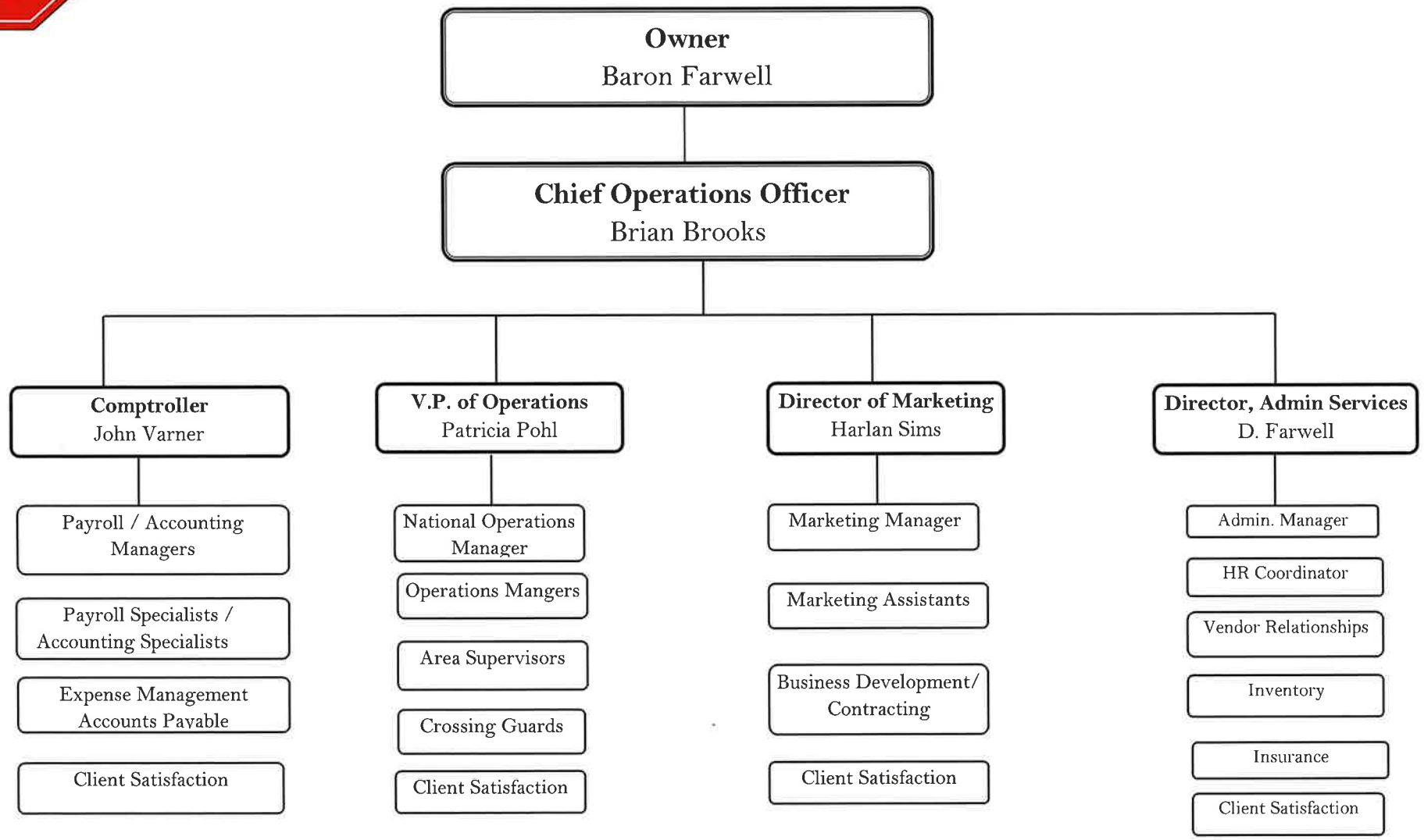
05/08/2024		SC17218
Issued Date		**Certificate Number**
07/01/2025	**Ying McGuire** **NMSDC CEO and President**	Virginia Gomez
Expiration Date		**Virginia Gomez, President**

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: http://nmsdc.org

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

ALL CITY MANAGEMENT SERVICES



ALL CITY MANAGEMENT SERVICES

City of Midland

Vice President of Operations
Patricia Pohl
310 877 7045 cell
pat@thecrossingguardcompany.com

National Operations Manager
Kim Brooks
913 333 2563 cell
kim@thecrossingguardcompany.com

Texas Operations Manager
Kimberly Craig
562 333 5590 cell
kimberly@thecrossingguardcompany.com

Texas Regional Manager
Ruth Escamilla
682 888 2767
ruth@thecrossingguardcompany.com

Midland Local Area Supervisors (2)
TBD

60 Crossing Guards

Field Management Personnel

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

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

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

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

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

Transition Summary

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

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

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

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

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

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

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

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

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

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

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

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

Approach and Management Plan

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

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

The City of Midland local Area Supervisors are in the field daily when crossings are covered by the guards, and they ensure all guards arrive on time and are ready for duties as scheduled. ACMS has developed a **Crossing Guard "App"** that is geo-fenced, which only allows guards to clock in once they are actually on site. This "App" will indicate when a crossing guard is on site and more importantly, allows ACMS to quickly identify when a guard is not on site. This "App" will allow ACMS to not only quickly determine where staffing efforts are needed most but will also improve our billing and invoicing accuracy. Our billing/invoicing is tied to our payroll and by having a more efficient process for timekeeping, should eliminate potential billing inaccuracies.

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

Background checks will be completed on all potential employees as allowed by Texas state law. Successful completion of the background check, which includes a **National and State of Texas Criminal and Sex Offender Check**. With all background checks using the applicant's social security number and date of birth to avoid any mistaken identities.

We also use **Sterling Check Systems** that allows for **Extended Global Sanctions that include FBI Most Wanted List, Interpol, Terrorist Watch Lists**, etc. We will also use Social Security verification via E-Verify is required prior to the employee being hired. ACMS will conduct physical assessments to ensure the applicants are physically capable of performing the job duties of a School Crossing Guard. Applicants will be drug/alcohol tested prior to employment. ACMS will comply within the Equal Employment Opportunity Commission guidelines when making hiring decisions based on criminal records.

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

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

- Conduct in violation of Texas Penal Code or which requires registration under Texas Penal Code
- Conduct which requires registration under the Texas Health and Safety Code.
- Any offense involving the use of force or violence upon another person.
- Any offense involving theft, fraud, dishonesty, or deceit.
- Any offense involving the manufacture, sales, possession, or use of a controlled substance.
- Conspiracy or attempt to commit any of the aforementioned offenses.
- Any registered sex offender or narcotics offender.

Summary reports of background clearance on employees within the City of Midland Crossing Guard program will be regularly available to the City.

ACMS will investigate all public complaints concerning crossing guard services. All incidents shall be reported within two (2) hours. ACMS shall furnish a written report within five (5) workdays after the date of the incident.

Communications with individual school sites is facilitated by your local Area Supervisor. Personal visits are made regularly (minimum quarterly) to each school site in an effort to develop relationships with staff and establish a collaborative environment for information exchange. Calendars and bell schedules are obtained for each school both at the beginning of the school year and periodically throughout the year. Key school personnel are supplied with appropriate contact information (business cards) and reminded to inform ACMS of any changes. Additionally, schools are provided with large magnets which can be easily displayed, making contact information effectively available to all staff. The email address of the Office Manager is also obtained which enables ACMS administrative support staff to regularly contact each school and proactively solicit information regarding potential schedule changes.

The establishment of accurate and responsive shift times is critical to the effectiveness of Crossing Guard services. Sites further from the school would be expected to start earlier in the morning and finish later in the afternoon. These staggered shifts effectively address the time it takes for students to walk from a remote location to the school site (or vice versa in the afternoon) and optimize the protected periods. Additionally, locations are continually monitored for actual pedestrian traffic patterns enabling a better understanding of site needs and any potential deviation from established guidelines.

ACMS management will meet with City representatives for periodic reviews as requested to ensure operational effectiveness.

Recruitment and Staffing

ACMS Texas Managers would assess additional **staffing** needs of the City of Midland program after meeting with your agency and again following our initial orientation and training meeting. We would then focus further recruitment efforts in the geographical areas where additional Crossing Guards will be needed.

We have developed a comprehensive plan for **the recruitment** of new Crossing Guards. As a part of our Staffing strategy, we encourage a very aggressive recruitment program. We utilize soft advertising, local media advertising, targeted flyers, on-site solicitation, school flyers and employee referral bonuses as parts of our overall recruitment strategy. We often work closely with school districts in some of our recruitment drives.

Our ability to effectively staff a Crossing Guard Program remains a fundamental benefit that ACMS brings to most Crossing Guard Programs. Staffing sites are one of the primary responsibilities of the Local Area Supervisors. They are trained to continuously recruit and train prospective Crossing Guards. New recruits are first processed and submitted to the Department of Justice for background clearance.

Local Area Supervisors are also responsible for coordinating the staffing for all sites under their supervision. As part of our staffing strategy Local Area Supervisors aggressively enforce the following policies and procedures for Crossing Guards.

- Supervisors must maintain an adequate alternate or substitute guard roster. We encourage at least a 5 to 1 ratio of sites versus alternate guards.

- We require any guard not reporting for duty to notify the Area Supervisor as early as possible utilizing our 24/7 Guard Hotline or directly notifying their Area Supervisor. Notifications less than 1 hour prior to shift starts are considered unexcused absences.

- Our employee policy is "No call, No show, No Job" Throughout our training we emphasize the importance of ensuring the safety of children by our presence. As such, we cannot allow the children's safety to be compromised by failing to call or no show for duty.

Supervisor Teams – The City of Midland crossing guard program would continue to benefit from our presence in nearby cities such as the City of Odessa. Local Area Supervisors are grouped together by their geographic location. These Teams meet every quarter and team members are encouraged to work together. This cooperative effort allows them to share alternate guards with each other. This has resulted in alternates guards getting more hours as they are "shared" with other Supervisors. Consequently, we are able to retain a more stable group of alternate guards.

Employee Retention: To enhance employee satisfaction and support our retention efforts, ACMS reviews guards wage rates annually in an effort to continually remain competitive in the local labor market. If contractual and budget requirements allow, we plan to offer small wage increases annually based upon performance and tenure.

We also provide publicized employee recognition through our Crossing Guard of the Year programs and Length of Service Awards. Additionally, we provide local Area Supervisors and a small budget for employee socials.

Training

Effective initial and ongoing training is essential in a profession dedicated to the safety of children. With over 38 years of experience and a commitment to working cooperatively with other public safety professionals, ACMS is recognized as an industry leader in the development and implementation of School Crossing Guard training and standards of excellence.

The process begins during the first contact with a potential employee when our phone interview process outlines job expectations and our zero-tolerance policy for failure to report for a scheduled shift. Throughout the application process prospective employees are reminded about the critical nature of our assignments and the work ethic and integrity required of our employees.

Once hired, the training process starts in the classroom where employees review sections of the ***"Employee Handbook for School Crossing Guards"***. The process then moves to a field practicum where the trainer demonstrates proper procedures and allows the employee to practice correct techniques. The employees' progress is closely noted on the detailed steps outlined on the **Field Training Check List** to ensure the employees' field competence. This cross-modality approach not only exposes the employee to the necessary training components but also addresses the needs of the visual, auditory, and kinesthetic learner. While the classroom setting is expected to require approximately one hour and the field training approximately two hours, it's important to note that the low ratio of students to trainer allows for accurate assessments of the employee's readiness to move forward.

The new employee is typically assigned to alternate work and closely supervised during their early assignments. They benefit from their trainer completing a written assessment of their work which better allows them to understand their strengths and weakness and make improvements where necessary (the **Site Performance Evaluation**). Additionally, all new employees are required to carry and regularly refer to the **Field Training Cards**. This pocket-sized card (listing all steps for a safe cross) allows the employee to self-evaluate their performance prior to the time they have all steps of the procedures memorized.

Throughout their employment, employees are subjected to the same Site Performance Evaluation as an ongoing training and assessment tool. These evaluations happen in both side-by-side sessions as well as unannounced observations without the knowledge of the employee.

The standard issue equipment and clothing includes:

- ANSI II compliant high-visibility retro-reflective vest marked with the required insignia of a Crossing Guard
- MUTCD compliant 18" STOP/STOP paddle
- Picture Identification Card with emergency contact information
- Company-issued cap or visor with corporate logo
- Whistle for emergency alert to vehicles and pedestrians
- High-visibility ANSI II compliant wind-breaker jacket

ACMS Scope of Services

1. All City Management Services, Inc. will handle the Crossing Guard services for the City of Midland for a two (2) year period; to commence on or around June 1, 2024, to May 31, 2025. This agreement may be renewed under the same terms for three (3) additional School Years (2025-2026, 2026-2027, and 2027-2028) upon written consent of both parties.

2. ACMS will provide sixty (60) personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a Crossing Guard. ACMS is an independent Consultant and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City of Midland.

3. Crossing Guard Services shall be provided by ACMS at designated locations, identified by City and ACMS shall provide coverage at the school crossings as required. ACMS shall be flexible and provide guards for the hours and locations needed on the instructions of appropriate City personnel.

4. ACMS and all persons who are employed for assignment to this contract shall undergo background checks to ensure they have not been convicted of any offense involving moral turpitude, a felony for violent crimes, or a felony for crimes against children.

5. ACMS shall pre-screen applicants and applicants considered acceptable must be fingerprinted for criminal history check through the FBI National Crime Information Center; State of Texas, Department of Justice including Child Abuse Central Index. All background check information must be provided to the City of Midland for review and approval before deploying adult crossings guards to posts.

6. The City of Midland shall accept or reject applicants for Adult Crossing Guard within a reasonable amount of time after the applicant has been fingerprinted. ACMS shall be notified as to any person who did not meet the screening standards.

7. ACMS designated Trainer will conduct training for Crossing Guards. ACMS shall provide personnel properly trained as herein specified for the performance of duties of Crossing Guards. Training standards shall include procedures for reporting safety violations and actions to be taken in the event of an accident.

8. In the performance of their duties ACMS and employees of the ACMS shall conduct themselves in accordance with the conditions of this Agreement and the laws and codes of the State of Texas; County Sheriff's Office and City of Midland pertaining to general pedestrian safety and school crossing areas.

9. ACMS employees shall work to the highest professional standards and act in a courteous, respectable manner and shall conduct themselves in a manner that is befitting a public servant. They shall present a professional appearance, that is neat, clean, well-groomed and be properly uniformed.

10. ACMS shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties.

11. ACMS shall provide local supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with all items of this agreement.

12. ACMS shall monitor, supervise, and assure the safety of all school children who utilize intersections and crosswalks while moving to and from school zones.

13. ACMS Crossing Guards will report to the Police Department the license plate numbers of motor vehicles who violate traffic laws or Crossing Guard instructions.

14. ACMS shall establish a liaison with the school district(s) to monitor changes in school schedules. ACMS shall report these changes to the City of Midland Supervisor.

15. ACMS shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement. ACMS shall provide for its employees a 24-hour answering service and shall establish its own call-out procedures and this information shall be included in proposal.

8.4 Requested Attachments

- ***References***
- ***Resumes***
- ***Financial Information***
- ***Client Worksheet***
- ***Background Check Compliance Certification***
- ***Conflict of Interest Questionnaire***
- ***Affidavit of Eligibility***
- ***Addendum # 1***
- ***Signed Execution of Offer***

kimberly@thecrossingguardcompany.com (562)333-5590

Kimberly Jean Craig

Professional Experience

07/2017 to present All City Management Services - Santa Fe Springs CA

Texas Operations Manager. Responsible for a Supervisory team of 33 Area Supervisors, 3 field Supervisors, two hiring agents, and 1000+ School Crossing Guards. Ensuring the field team continues to strive for excellence and is compliant with all company policies and procedures.

07/2011 to 07/2017 All City Management Services -Santa Fe Springs CA

California Regional Manager. Responsible for a Supervisory team of 10 Area Supervisors, 1 field supervisor and 350 School Crossing Guards. Maintaining safety and our client's confidence as our highest priority.

05/2008 to 06/2011 All City Management Services – Santa Fe Springs CA

Area Supervisor. Supervision of 48 to 100 crossing guards in numerous cities. Responsible for interviewing, hiring, training, payroll, terminations, complaints, and maintaining core values.

11/2001 to 02/2006 Walmart Super Center – Santa Fe Springs CA

Specialty Manager. Delivered excellent customer service by greeting and assisting each customer. Reorganized the sales floor to meet company and trend demands. Addressed and corrected sales staff in positive manner.

01/1996 to 11/2001 Super Kmart – La Habra CA

Safety Coordinator. Developed the first Safety Coordinator program in the company. Responsible for training all Safety Coordinators in my district. Worked with Loss Prevention and Workers Comp to lower employee and customer accidents.

02/1996 to 02/1993 Modern Concepts Dentistry- Montebello CA

Dental Assistant. Sole Dental Assistant in a busy dental office. Responsible for all office functions, scheduling, invoices, oral examines, assisting in surgeries, and x-rays.

Education.

1992 North West College Dental Assistant

Kimberly M. Brooks

15607 W. 83rd Street • Lenexa, KS 66219• (913)952-9159
kim@thecrossingguardcompany.com

NATIONAL OPERATIONS MANAGER

Proven advocate for pedestrian safety by effectively administering company policies and procedures to employees. Operations leader that utilizes training and mentoring techniques to develop continuous improvement efforts with Regional Managers toward staff development.

Skilled in organizing staff and planning for complete site coverage. Effective in recruiting from various sources and using system planning to align resources. Excellent communicator capable of building relationships with clients, supervisory staff, guards, and internally at any organizational level.

- ✓ Client engagement
- ✓ Recruiting & Training
- ✓ Relationship Builder
- ✓ Safety focused
- ✓ Coaching & Mentoring
- ✓ Problem-solver

Professional Experience

ALL CITY MANAGEMENT SERVICES **2016 to Present**

National Operations Manager – May 2020 to Present
- Responsible for overseeing the day-to-day functions of the Regional Manager.
- Identify challenge programs in cooperation with Regional Manager.
- Oversee Client Relationships.
- Assist in the development and transition of new programs.

National Advertising and Recruiting Coordinator – February 2018 – May 2020
- Manage advertising and nationally.
- Recruit, hire and train Recruiting Coordinators to build relationships within their community.
- Collaborate directly with Regional Manager to combat staffing issues within areas directly.
- Develop new strategies for recruiting.

Regional Supervisor – September 2016 to 2018
- Administer policies through training of supervisory staff and monitoring compliance of guard performance.
- Serve as liaison with contracting point of contacts and company to communicate and resolve any operational issues such as site modifications and pedestrian counts.
- Oversee programs covering over 200 sites in Kansas, Missouri and Iowa.
- Other duties include approving payroll, onboarding and training employees.

Area Supervisor – July 2016 to 2018
- Recruit, train and staff crossing guards in the City of Lenexa.
- Overall administrative functions for the area.

SECURITAS **2015 to 2016**

Crossing Guard – August 2015 to May 2016
- Conduct safe crossings for pedestrians.

VARIOUS DENTAL PRACTICES **1992 to 2013**

Expanded Functions Dental Assistant – 9 years
- Expanded functions include placing composite and amalgam fillings, polishing fillings, packing retraction cord, taking impressions for crowns, bite splints, and making temporary crowns.
- Working with children that have special needs.
- Charting treatment plans and patient chart maintenance.
- Dietary, preventive and treatment consultations with patients.

Dental Assistant – 12 years
- Chair-side duties include assisting in all procedures including fillings, crown preps, root canals and surgical extractions.
- Scheduling appointments, creating treatment plans and presenting them to patients.
- Supply management, equipment repairs and maintenance. Maintain OSHA standards.

Education and Training

Johnson County Community College
Prerequisites for Dental Hygiene

State of Pennsylvania
Certificate of Radiology

York Vocational Technical School
Dental Assistant Technical School

PATRICIA J. POHL
21896 Red River Drive, Lake Forest, CA 92630 . 310.877.7045

WORK HISTORY

2010 to present All City Management Services, Inc.
10440 Pioneer Blvd., Suite 5
Santa Fe Springs, California 90670

Vice President of Operations: Full responsibility for the planning, direction and coordination of all field-based leadership personnel nationwide (250+). Accountable for development and implementation of cost-effective procedures to meet current and future company needs. Responsible for all aspects of operations to ensure successful compliance with policies and procedure resulting in achieving optimum safety standards.

1998 to 2010 All City Management Services, Inc.
1749 South La Cienega Blvd.
Los Angeles, California 90035

Operations Manager: Accountable for management of day-to-day operations of field 50+ area supervisors. Responsible for development, implementation and compliance for all training programs as well as Safety Certification standards for all Crossing Guards.

1994 to 1998 All City Management Services, Inc.
1749 South La Cienega Blvd.
Los Angeles, California 90035

Area Supervisor: Responsible for hiring, training, coordinating and scheduling 45 school crossing guards. Served as company liaison to city governments, school districts and community.

1967 to 1994 Various Management, Sales and Administrative Positions

Restaurant Manager, Advertising Sales Account Representative, Executive Assistant, Office Manager: Employment history of repeated promotion to positions of leadership and management based on work ethic and commitment to the success of employer.

PROFESSIONAL ASSOCIATIONS

Previously invited to serve as the only private sector representative on:
California Crossing Guard Training Expert Review Panel
Safe Routes to School Technical Assistant Resource Center (SRTS TARC) a project of California Active Communities within the California Department of Public Health (CDPH)

Previously retained as Expert Witness and Person Most Knowledgeable in several litigations related to personal injury accidents involving School Crossing Guards.

Florida Department of Transportation
School Crossing Guard Trainer Certification, currently status; active

RFP for School Crossing Guard Services

Client Worksheet 2024-2025

Billing Rate for 2024/2025: $ 19.08 / hourly

City of Midland
P.O. Box 1152
Midland, TX 79702

KEY:
Traditional Calendar:
For sites with one regularly scheduled early release day/week, use 144 regular days and 36 minimum days
For sites with no regularly scheduled early release days, use 180 regular days

Sites with traditional calendar:

57	Sites at 4.0 hrs per day with regularly scheduled early released days	228 Total Hrs/day	X	180 days/yr	X	$19.08 Hourly Billing Rate	=	$783,043.20
3	Sites at 5.5 hrs per day with no regularly scheduled early release days	16.5 Total Hrs/day	X	180 days/yr	X	$19.08 Hourly Billing Rate	=	$56,667.60

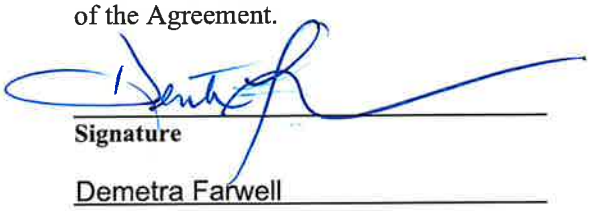
TOTAL ANNUAL PROJECTED COST $839,710.80

School Crossing Guards
Background Check Compliance Certification

On behalf of All City Management Services, Inc. ("Contractor"), I, the undersigned authorized signatory for Contractor, hereby certify to the City of Midland, Texas (the "City") that:

(1) Contractor has fully complied with the requirements of Section 6 of that certain Agreement for Provision of Temporary Employment Services for School Crossing Guards for the City of Midland dated _____ (the "Agreement").
(2) Contractor has performed all criminal background checks on all school crossing guards ("Guards") prior to commencing work for the City as required by Section 6 of the Agreement.
(3) Contractor has required all Guards to undergo drug and alcohol testing and physical exams prior to commencing work for the City as required by Section 6 of the Agreement.
(4) Contractor has determined that each Guard is fully qualified to perform his or her duties.
(5) Contractor has determined from the results of the criminal background checks, drug and alcohol testing, and physical exams that each Guard is fully capable of performing his or her duties and will create and promote a safe environment for children.
(6) If Contractor receives information that a Guard who performs work under the Agreement has a reported criminal history, Contractor will immediately remove the Guard from his or her duties and notify the City in writing thereof within three (3) business days.
(7) Contractor agrees to provide this certification at any time during the term of the Agreement upon the City's request.

Noncompliance or misrepresentation regarding this certification may be grounds for termination of the Agreement.



Signature

6/17/24

Date

Demetra Farwell
Printed Name

Corporate Secretary / Director of H.R.
Title

Crossing Guard Service Questionnaire
24003350R Crossing Guard

1. Please indicate the hourly rate(s) you would charge for the services outlined in the enclosed draft contractual agreement (please note that it is the City of Midland's understanding that persons employed as School Crossing Guards in the State of Texas must be carried under Workers Compensation Code 7720 – if you are not going to carry these individuals under code 7720 please provide written justification.)

   Hourly Rate: $19.08

2. Please provide background information regarding your company; include company name, state of incorporation, location of headquarters office, location of office(s) that would service the City of Midland regarding this agreement, identify the key personnel involved in delivering these services.

All City Management Services, Inc. (ACMS) was incorporated in the State of California in 1985. Our corporate office located at 10440 Pioneer Blvd., Suite 5, Santa Fe Springs, CA 90670 would provide administrative support for the City program. The office directly assisting the City of Midland program would be located at 4775 W. Teco Ave., Arlington, TX 76011. Our Texas Operations Manager; Kimberly Craig will be the primary point of contact for the City of Midland.

3. Does your local office have any experience in providing groups of non-clerical employees of temporary services like these requested by the City of Midland? If yes, please explain.

Our office located in the City of Arlington, TX has considerible experience providing similar services requested by the City of Midland. The Arlington office currently supports Crossing Guard programs with the City of Fort Worth, City of Dallas, City of Irving and the City of Carrollton.

4. Please describe your plan for providing the services outlined in the enclosed agreement. Include type and level of supervision, quality control methodology, policies regarding attendance, training/orientation activities, plan for covering crosswalk areas when absences occur.

ACMS employs a team concept of management which results in efficient field operations as well as providing multifaceted responses to potential issues. Area Supervisors will ensure guard performance is compliant with City safety standards through regular site visits. ACMS Quality Assurance team will conduct unannounced field observations to ensure that all levels of training are being reinforced and practiced daily. Our Area Supervisors are supported by our Texas Regional Manager, Texas Operations Manager, National Operations Manager and Vice President of Operations.

These additional levels of support ensures that our clients receive the highest level of service possible and allows ACMS to be highly responsive to client request. ACMS has a 24/7 emergency dispatch for call outs, a strick no call, no job policy and call outs are requried to be provided within 1.0 hour prior to the start of a Crossing Guards shift. ACMS has developed a "Crossing Guard App" that is geofenced to each location in the City of Midland Crossing Guard program. This "App" allows guards to clock in and out on their smartphones and allows the Area Supervisors to quickly identify when a guard has not arrived on site. This "App" allows ACMS to efficiently identify and immediately staff locations that are not staffed.

5. What type of monthly summary report would you be able to provide the City of Midland? Please include a sample or describe.

With each bi-weekly invoice ACMS will provide a listing of the locations, coverage times where services were provided, the names of the Crossing Guards working and the names of relief/substitute guards who covered a site/location due to a call out. ACMS can also provide additional details on any re-training(s) tthat was provided during the month.This includes performance evaluations, quality assurance assessments and corrective action reports.

6. Can you provide any or all the pre-employment testing referenced under section 7 of the agreement document (drug and alcohol testing, physical exams, and criminal background checks)? If yes, is this cost included in your quote? If not, what would the additional cost be per person?

ACMS will meet all the background clearance requirements outlined in item #6 of the services contract. ACMS will conduct National and State of Texas Crminal and Sex Offender Checks. All background checks are traced and reported using the applicants SSN and DOB. so there is no room for mistaken indentities. The use of Sterling Check systems also allows for Extended Global Sanctions. In addition to the background checks ACMS will conduct Physical Assessments ensuring the guards are physically able to conduct the duties of the job.

ACMS will condcut annual in-field drug and alcohol testing and also will conduct random drug and alcohol testing during the school year.

7. Please provide name, address, and phone number of three (3) references you would like us to speak to regarding your ability to deliver the services outlined in the draft agreement.

City of Dallas - Tamkea Harris (214 670 4260) at 1500 Marilla Street, Dallas, TX 75201
City of Fort Worth - Rahsad Jackson (817 392 8776) at 5001 James Avenue, Fort Worth, TX 76115
City of Odessa - Jo Ann Samaniego (432 335 3252) at 411 W. 8th Street, Odessa, TX 79760

Board Approved: 1/16/2024

2024-2025 Academic Calendar

JULY

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

AUGUST

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

SEPTEMBER

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

OCTOBER

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

NOVEMBER

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

DECEMBER

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

JANUARY

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

FEBRUARY

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

MARCH

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

APRIL

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

MAY

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27	28	29	30	***1***	***2***	3
4	***5***	***6***	***7***	***8***	***9***	10
11	***12***	***13***	***14***	***15***	***16***	17
18	***19***	***20***	***21***	***22***	***23***	24
25	**26**	27	28	29	30	31

JUNE

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22	**23**	**24**	**25**	**26**	27	28
29	30	1	2	3	4	5

First / Last Day of School

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

End of Six Weeks

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

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

Bad Weather Days

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

Holidays

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

Summer Learning

- 6/2-6/26: Summer School

Professional Learning

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

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

New Teacher Academy

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

Back to School PL

- 7/31: AM Campus/ PM Convocation
- 8/1: Elementary Elevate/ Secondary Teacher Workday
- 8/2: Secondary Elevate/ Elementary Teacher Workday
- 8/5: Campus PL Day
- 8/6: District PL Day
- 8/7: District PL Day
- 8/8: Campus PL Day
- 8/9: Teacher Workday

Sam Houston/ Lamar Academic Calendar | **2024-2025**

Revised 23 Feb 24

JUNE 2024						
S	M	T	W	Th	F	S
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23	24	25	26	27	28	29
30						

JULY 2024						
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21	22	23	24	25	26	27
28	29	30	31			

AUGUST 2024						
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18	19	20	21	22	23	24
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SEPTEMBER 2024						
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29	30					

OCTOBER 2024						
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20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER 2024						
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24	25	26	27	28	29	30

DECEMBER 2024						
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22	23	24	25	26	27	28
29	30	31				

JANUARY 2025						
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19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY 2025						
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2	3	4	5	6	7	8
9	10	11	12	13	14	15
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MARCH 2025						
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30	31					

APRIL 2025						
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27	28	29	30			

MAY 2025						
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JUNE 2025						
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29	30					

JULY 2025						
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27	28	29	30	31		

AUGUST 2025						
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3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

5th Quarter (summer 2024)



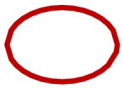
Voluntary summer courses
June 20 – July 19
[mandatory for some students]

Holiday (no classes)



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

All staff induction and preparation



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

First day of School
August 1



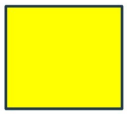
Last day of School (with no make-up days)
May 30

Recess (no classes)



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

Staff PD (no classes)



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

Parent-teacher Conferences



Oct. 15 – 16
Feb. 12 – 13
May 28 – 29

Possible make-up days



June 4 – June 6

Field Trips



7-8 – May 19 – 23

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

CITY OF MIDLAND

Consideration of Location of Bidder's Principal Place of Business
For Bids of $50,000 up to $100,000 for Services and $500,000 for Commodities
Affidavit of Eligibility

Pursuant to Texas Local Government Code 271.9051, in purchasing real property, personal property that is not affixed to real property, or services, if the City receives one or more bids from a bidder whose principal place of business is in the City of Midland and whose bid is within five percent (5%) of the lowest bid price received by the City from a bidder who is not a resident of the City of Midland, the City may enter into a contract with:

(1) the lowest bidder; or

(2) the bidder whose principal place of business is in the City of Midland if the City Council determines, in writing, that the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City of Midland created by the contract award, including the employment of residents of the City of Midland and increased tax revenues to the City of Midland.

In order to receive consideration, bidders must submit this affidavit to:

Erika Martinez
Purchasing Manager
City of Midland
300 N. Loraine St.,
PO BOX 1152
Midland, TX 79702-1152

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: Not Applicable

Local Address (must be within the City limits): _____

1. Is the above address the principal place of business for the business named above? ☐ Yes ☐ No
2. How many residents of the City of Midland are employed at the above business location? _____
3. Year your business was established in the City of Midland: _____
4. If you collect sales tax for ANY class of customer, provide the following Reseller information:

   Reseller Permit Number: _____

   Company Name and Address (as it appears on permit):

   _____

   _____

   _____

5. Does your business have more than one office in the State of Texas? ☐ Yes ☐ No
   If Yes, identify the office location considered as the point-of sale for the purpose of sales tax calculation:

   _____

   _____

6. Was the local business required to pay business and/or real property tax for the most recent tax year?

   ☐ Yes ☐ No

   If Yes, did the local business pay any of this tax to the City of Midland? ☐ Yes ☐ No

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. It is further acknowledged that any person, firm, corporation or entity intentionally submitting false information to the City in an attempt to qualify for eligibility shall be prohibited from bidding on City of Midland products and services for a period of one (1) year.

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

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.**

All City Management Services, Inc.

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

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

_____

Name of Officer

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

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

☐ Yes ☑ No

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

☐ Yes ☑ No

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

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

7

_____

Signature of vendor doing business with the governmental entity

6/17/24

Date

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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

IMPORTANT: READ CAREFULLY BEFORE MAKING BID
GENERAL CONDITIONS OF BIDDING

1. All bids are to be submitted as specified in the procurement document(s).

2. Each Bidder is requested to provide: Descriptive literature clearly marked to show each item on this bid. Any catalog or manufacturer's reference in this proposal is descriptive, but not restrictive, and is used only to indicate type and quality. If, however, the bidder proposes similar but not identical terms, he must furnish all particulars. If no mention is made of any exceptions, it is assumed that he is bidding on the article specified and not on an approved equal and he will be required to deliver exact article specified.

3. Prices should be itemized. (Indicate unit price and extend to show total price.) In case of discrepancy between the unit price and the extension, the unit price shall govern.

4. Unit price for each item offered shall include all discounts; e.g., trade, seasonal, etc. with net 30 days payment terms. Discounts shall not be shown as such but shall be incorporated in the base bid price. Any bid showing discounts will be considered an alternate bid. The City of Midland will not be responsible for any goods delivered without a purchase order number.

5. If the Contract is awarded, it will be awarded to either the lowest responsible bidder, or to the bidder who provides goods or services at the best value for the City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code. The City of Midland reserves the right to award by item or by total bid, or to reject any or all bids or parts of bids. Further, the City of Midland reserves all rights granted by Section 271.027 of the Texas Local Government Code. The City of Midland reserves the right to award the bid to the lowest responsible bidder.

6. Time of proposed delivery shall be stated in number of calendar days.

7. NOTE: The City of Midland, Texas is exempt from all Federal, State and City tax. Please do not include these taxes in your bid price or invoice. Taxable items must be so designated, and the City will supply vendor with a Tax Exemption Certificate, properly executed.

8. All items are to be delivered, unloaded and stacked at the location indicated on the Bid Request and Purchase Order.

9. All items are to be delivered F.O.B. to the City of Midland, Texas with freight prepaid and included in the bid.

10. Detailed specifications rule over General specifications (headings, etc.)

11. The City of Midland reserves the right to remove a company from the bid list for (1) continued failure to respond to request for bids, (2) failure to deliver merchandise within promised time, or (3) delivery of substandard merchandise.

12. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any lands, materials, supplies or services except as allowed under chapter 176 of the Local Government Code. Form CIQ shall be submitted and placed on file with the City of Midland.

13. The City shall determine the most advantageous bid for the City and accept the proposal of the responsible party submitting the lowest and/or most advantageous bid or reject any and all bids.

14. The City of Midland, Texas may consider as informal any bid not prepared and submitted in accordance with the provisions hereof, and may waive, in its sole discretion, any informalities.

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

STANDARD PURCHASE TERMS AND CONDITIONS
PURCHASING DIVISION, CITY OF MIDLAND, TEXAS

"Seller", as used herein, has the same meaning as "Company". "Buyer", as used herein, has the same meaning as "City".

Seller and Buyer agree as follows:

1. SELLER TO PACKAGE GOODS - Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows; (a) Seller's name and address, (b) Consignee's name, and address, and purchase order number, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED - Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will serve as a tender of goods.

3. TITLE & RISK OF LOSS - The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery in Midland, Texas.

4. NO REPLACEMENT OF DEFECTIVE TENDER - Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. PLACE OF DELIVERY - The place of delivery shall be that set forth in the block of the purchase order entitled "deliver to".

6. INVOICES - Seller shall submit separate ORIGINAL invoices, on each purchase order. Invoices shall indicate the purchase order number. All invoices must be mailed to City of Midland, Accounts Payable, P.O. Box 1152, Midland, TX 79702-1152. Payment will be made within 30 days from the date the invoice and properly executed receiving documents are received by City of Midland, Accounts Payable at the above address. Invoices sent to any other address will delay payment.

7. GRATUITIES - The buyer may, by written notice to the seller, cancel this contract without liability to Seller, if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the seller, or any agent or representative of the Seller, to any officer or employee of the City of Midland with a view toward securing a contract or securing favorable treatment with respect to performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

8. WARRANTY - PRICE -

a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on order by others for products of the kind and specifications covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on order by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.

b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the Buyer shall have the right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY - PRODUCT - Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and description listed in the bid invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

10. SAFETY WARRANTY - Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by buyer will be at Seller's expense.

11. RIGHT OF INSPECTION - Buyer shall have the right to inspect the goods at delivery before accepting them.

12. CANCELLATION - Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breached any of the terms hereof including warranties of Seller if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

13. TERMINATION - The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 13, herein.

14. FORCE MAJEURE - Neither party shall be held responsible for losses, resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

15. ASSIGNMENT - DELEGATION - No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by the Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

16. MODIFICATIONS - This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

17. INTERPRETATION - PAROL EVIDENCE - This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, is intended by the parties as a final expression of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

18. ADVERTISING - Seller shall not advertise or publish without Buyer's prior consent the fact that Buyer has entered into the contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

19. RIGHT TO ASSURANCE - Whenever one party to the contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

20. PROTECTION AGAINST ROYALTIES OR PATENT INFRINGEMENT - The Seller shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with Patentee or Owner thereof. The Seller shall defend all suits or claims for infringement of any patent or copyrights and shall indemnify and save the Buyer harmless from any loss on account thereof, except that Buyer shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process is allowed to the Seller, the Seller shall indemnify and save Buyer harmless from any loss on account thereof. If the material or process specified or required by Buyer is an infringement, the Seller shall be responsible for such loss unless he promptly gives written notice to the buyer of such infringement.

21. TIME - It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and any failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

22. TAX - The City of Midland is exempt from all Federal, State and City tax. Please do not include these taxes in your bid price or invoice. Taxable items must be so designated, and the City will supply vendor with a Tax Exemption Certificate, properly executed.

23. **INSURANCE –**

The following provisions apply unless the agreement is for the supply of goods only:

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

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

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

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

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

All insurance required pursuant to this agreement, except for Worker's Compensation Insurance, shall name the Buyer as an additional insured on a claims occurred basis. All insurance required pursuant to this agreement, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to the Buyer.

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

"The City of Midland is included as an additional insured, on a claims occurred basis, on all policies except for Worker's Compensation. The Seller and Insurer hereby waive all rights of subrogation with respect to claims against the City of Midland, its agents, employees and officers, on all policies of insurance."
Buyer shall be provided the notice by Seller's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Buyer shall not be required to provide any insurance whatsoever pursuant to this agreement.

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

24. ASSIGNMENT - Seller shall not, either directly or indirectly, assign all or any part of this agreement or any interest, right or privilege herein, without the prior written consent of the Buyer. The issue on whether or not to grant consent to an assignment is in the sole discretion of the Buyer.

25. RELEASE - NOTWITHSTANDING ANY OTHER PROVISIONS, SELLER HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES BUYER, BUYER'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH SELLER HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR BUYER'S NEGLIGENCE.

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

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

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

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

29. INDEMNITY (NOT APPLICABLE TO PURCHASE AGREEMENTS) - SELLER WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND BUYER AND ALL OF BUYER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES,

BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF SELLER, its agents or employees, or any subcontractor, arising out of, or resulting from, Seller's use of, or activities on, the agreement premises, and Seller will be required to pay any judgment with costs which may be obtained against Buyer or any of its officers, agents or employees, including reasonable attorney's fees.

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

30. SOVEREIGN IMMUNITY - By executing this agreement the Buyer is not waiving its right of sovereign immunity. The Buyer is retaining its immunity from suit. The Buyer is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF SOVEREIGN IMMUNITY**.

31. THIRD PARTY BENEFICIARY - The Buyer's approval of this agreement does not create a third party beneficiary. There is no third party beneficiary to this agreement. No person or entity who is not a party to this agreement shall have any third party beneficiary or other rights hereunder.

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

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

THE SELLER AND BUYER ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

33. CONSIDERATION - The terms of this agreement are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

34. CERTIFICATION - In accordance with the Texas Local Government Code, the City of Midland Department of Facilities and Fleet Management does hereby certify that the City of Midland is in compliance with Sections 252, 271 and all applicable sections of the Texas Local Government Code and other state law as it applies to procurement and contracting issues.

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

36. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS - Seller shall at all times during the term of this agreement comply with applicable federal, state, and local laws regarding Seller's activities pursuant to this agreement, including but not limited to all applicable sections of the Municipal Code of Midland, Texas, as may be amended, said sections being hereby incorporated by reference and made a part of this agreement for all legal purposes. Failure to abide by any such law mentioned herein constitutes grounds for the immediate termination of this agreement.

NOTICE TO BIDDERS

IF THIS PURCHASE REQUIRES A CONTRACT, THE ATTACHED **CONTRACT AND INSURANCE REQUIREMENTS ARE NON-NEGOTIABLE**. MODIFICATIONS BY BIDDER/COMPANY OF ANY MATERIAL TERM(S) TO THE CONTRACT DOCUMENTS WILL BE DEEMED A NON-RESPONSIVE BID. NON-RESPONSIVE BIDS WILL BE REJECTED. BIDDER/COMPANY MUST BE WILLING TO SIGN THE CONTRACT AS IS AND WITHOUT MODIFICATIONS, PROVIDE PROPERLY EXECUTED BONDS (IF APPLICABLE) AND PROVIDE INSURANCE SPECIFICALLY AS REQUIRED WITHIN THE CONTRACT DOCUMENTS **WITHIN 21 DAYS** OF THE DATE OF THE TRANSMITTAL LETTER.

IF THE SELECTED BIDDER/COMPANY CANNOT MEET THE ABOVE REQUIREMENTS, THEN **THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER BIDDER**.

IMPORTANT NOTICE – IF THE CONTRACT DOCUMENTS REQUIRE WORKER'S COMPENSATION INSURANCE, BIDDER/COMPANY MUST CARRY WORKER'S COMPENSATION INSURANCE TO BE ELIGIBLE FOR THIS CONTRACT. IF YOU CANNOT PROVIDE WORKER'S COMPENSATION INSURANCE AS REQUIRED BY STATE OF TEXAS STATUTE, WE RESPECTFULLY REQUEST THAT YOU "NO BID" THIS WORK.

COMPLIANCE: Company agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. Company agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended. For further instructions on how to comply with Texas Government Code Section 2252.908 and Texas Local Government Code Section 176.006,

please go to https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm.

ANY VENDOR WHO FAILS TO COMPLY WITH THE TERMS OF THE AWARD **MAY BE DECLARED AN IRRESPONSIBLE VENDOR**. BIDS SUBMITTED BY SAID VENDOR SHALL NOT BE CONSIDERED AGAIN FOR A MINIMUM PERIOD OF SIX MONTHS AS DETERMINED BY THE CITY MANAGER.

No-Bid
Response
For
Request #: 24003350

If your firm has made a decision not to bid on this request, please complete this form and return to:

Office of the Purchasing Agent
City of Midland
P.O. BOX 1152
Midland, TX 79702-1152

or

Fax to: (432) 685-0523

Email: purchasing@midlandtexas.gov

Please Check all reasons below that apply:

- [x] Cannot provide items requested.
- [ ] Cannot be competitive.
- [ ] Cannot meet the specifications in the request.
- [ ] Cannot provide the liability insurance required by the City of Midland.
- [ ] Cannot provide the Worker's Compensation Insurance required by the City of Midland.
- [ ] Cannot provide the required bonding.
- [ ] Cannot comply with the indemnification requirements.
- [ ] Job too large.
- [ ] Job too small.
- [ ] Do not wish to do business with the City of Midland.
- [ ] Other. Please explain below:

_____

_____

Company Name: Not Applicable

Authorized Officer or Agent Signature: _____

Telephone Number: _____ Fax: _____

Email Address: _____

PLEASE NOTE: THIS COMPLETED FORM MAY BE FAXED TO 432-685-0523. IT IS NOT NECESSARY TO RETURN ANY OTHER DOCUMENTS.

CITY OF MIDLAND

ADDENDUM 1

BID # 24003350R

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 1

DATE: June 14, 2024

1. What is the current pay rate for the guards?
   Unknown individual pay rate. Unit price $15.03

2. Page 8, Section 5.4.1 Vendor Stability – This was discussed at the last city council meeting and it was stated that experience of the vendor chosen is extremely important. Could consideration be given to adding that the successful bidder must have at least 5 years' experience providing crossing guard services?
   Unable to change criteria.

3. Consideration of Location of Bidder's Principal Place of Business – Can you clarify if a bidder is currently providing services in Midland, but their business is headquartered outside of Midland, will that business receive the 5% consideration for their bid price?
   No

4. What is the current billing rate for services with the incumbent vendor?
   $15.03/hour

5. What is the total contract value/cost for the 2023/2024 school year with the current vendor?
   $476,909.43

6. How many paid hours per day does each Crossing Guard receive daily with the current vendor for the 2023/2024 school year?
   52 Sites 4 hours per day & 3 Sites 5.5 hours per day

7. The references requested for this RFP must be from clients where the company currently provides Crossing Guard Services?
   Yes

8. Would the City accept references from clients where Crossing Guard Services were not provided?
   No

9. What is the current hourly rate for the Supervisor with the current vendor? (2023/2024 school year)
   Unknown

10. How many paid hours daily does the Supervisor receive from the current vendor for the 2023/2024 school year?
    Unknown

11. For any Local Preference Discount, the primary place of business would have to reside in the City of Midland?
    Yes

12. Would more references help in this determination?
    See 5.3.1 References: Vendor may provide as many references as they deem necessary

13. What would the City of Midland use as criteria for the "Quality of the Bidders Services"?
    See 7.1.5 Evaluation Criteria

14. What criteria would the City of Midland use to determine the extent to which the goods and services meet the City's needs?
    See 7.1 Evaluation Criteria, including 7.1.2 Manpower/ Staffing Process

15. What aspects of this proposal would fall under Tex. Gov't Code § 552.110?

    The City is unable to provide legal advice regarding whether information contained in an offeror's proposal may or may not be information to which Section 552.110 applies. To the extent that an offeror believes that information contained in the offeror's proposal is information to which Section 552.110 applies, the offeror must comply with all requirements of Section 1.6 of the RFP. Additionally, see the statutory language of Section 552.110 below.

    Sec. 552.110. EXCEPTION: CONFIDENTIALITY OF TRADE SECRETS; CONFIDENTIALITY OF CERTAIN COMMERCIAL OR FINANCIAL INFORMATION. (a) In this section, "trade secret" means all forms and types of information, including business, scientific, technical, economic, or engineering information, and any formula, design, prototype, pattern, plan, compilation, program device, program, code, device, method, technique, process, procedure, financial data, or list of actual or potential customers or suppliers, whether tangible or intangible and whether or however stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if:

    (1) the owner of the trade secret has taken reasonable measures under the circumstances to keep the information secret; and

    (2) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, another person who can obtain economic value from the disclosure or use of the information.

    (b) Except as provided by Section 552.0222, information is excepted from the requirements of Section 552.021 if it is demonstrated based on specific factual evidence that the information is a trade secret.

    (c) Except as provided by Section 552.0222, commercial or financial information for which it is demonstrated based on specific factual evidence that disclosure would cause substantial competitive harm to the person from whom the information was obtained is excepted from the requirements of Section 552.021.

    Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 1999, 76th Leg., ch. 1319, Sec. 7, eff. Sept. 1, 1999.

    Amended by:

    Acts 2019, 86th Leg., R.S., Ch. 1216 (S.B. 943), Sec. 4, eff. January 1, 2020.

16. Would client references fall under "Trade Secrets" based on Tex. Gov't Code § 552.110?
    See answer to 15 above

17. On what basis would the City determine the reputation of the bidder? Would this be from the references provided in the RFP?

    Yes

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

All City Management Services, Inc.
Company Name

Bidder Authorized Signature

6/17/24
Date

Demetra Farwell, Corporate Secretary
Please Print Above Name

310 202 8284
Phone



Minority owned and family operated for thirty-eight years

PROFESSIONAL SCHOOL CROSSING GUARD SERVICES

ALL CITY MANAGEMENT SERVICES

24003350R Scoring Summary for Crossing Guard Services

	Total	Manpower/ Staffing Process	Price	References	Quality and Program Management Plan	Transition Plan
Supplier	**/ 100 pts**	**/ 35 pts**	**/ 10 pts**	**/ 35 pts**	**/ 10 pts**	**/ 10 pts**
All City Management Services, Inc.	86.8 pts	28.4 pts	10 pts ($839,710.80)	29.6 pts	9.4 pts	9.4 pts
Crossing Guard Services LLC	77.86 pts	27 pts	9.86 pts ($851,593.50)	23.6 pts	8.4 pts	9 pts
Cross Safe	74.89 pts	26.6 pts	7.694 pts ($1,091,448.00)	23.6 pts	8.6 pts	8.4 pts
The Unit Staffing	72.54 pts	24 pts	9.54 pts ($880,200.00)	22.6 pts	7.4 pts	9 pts
Texas Public Safety and Investigations	72.14 pts	25 pts	9.54 pts ($880,200.00)	23.6 pts	8 pts	6 pts

24003350R Crossing Guard
Bid Opening: June 18, 2024

#	Items	Locations Quantity Required	Total Hours per Day	Total Days per Year	Total Hours for the School Year	All City Management Services, Inc. Unit Price	All City Management Services, Inc. Total Cost	Cross Safe Unit Price	Cross Safe Total Cost	Crossing Guard Services LLC Unit Price	Crossing Guard Services LLC Total Cost	Texas Public Safety and Investigations Unit Price	Texas Public Safety and Investigations Total Cost	The Unit Staffing Unit Price	The Unit Staffing Total Cost
	Total Cost					**$839,710.80**		**$1,091,448.00**		**$851,593.50**		**$880,200.00**		**$880,200.00**	
1															
#1-1	**Sites at 4 hours per day with regularly scheduled early release days**	**57**	**228**	**180**	**41,040**	$19.08	$783,043.20	$24.80	$1,017,792.00	$19.35	$794,124.00	$20.00	$820,800.00	$20.00	$820,800.00
2															
#2-1	**Sites at 5.5 hours per day with no regularly scheduled early release days**	**3**	**17**	**180**	**2,970**	$19.08	$56,667.60	$24.80	$73,656.00	$19.35	$57,469.50	$20.00	$59,400.00	$20.00	$59,400.00

Bid Summary

14 Bid Requests were issued
5 Bids are listed above
0 Bids were unresponsive
0 NO BIDs were received
9 Bidders did not respond

City Council Meeting

Item Number: 6

Meeting Date: July 9, 2024

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **MOTION RATIFYING THE EXECUTION OF CHANGE ORDER #1 WITH REECE ALBERT, INC. REGARDING THE COMPASS 04 PU22-02 PROJECT; SAID CHANGE ORDER BEING IN THE AMOUNT OF $256,777.83 AND PROVIDING FOR ADDITIONAL MOBILIZATION AND TRAFFIC CONTROL; AND APPROPRIATING THE SUM OF $104,968.73 FROM THE ROAD BOAD TO PROJECT 981031-18.FUNDING SOURCE: ROAD BOND FUND (DISTRICT 2) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

Purpose:

Motion ratifying the execution of Change Order #1 with Reece Albert, Inc. regarding the Compass 04 PU22-02 Project; said change order to be in the amount of $256,777.83 and providing for additional mobilization and traffic control; and appropriating the sum of $104,968.73 from the Road Boad to Project 981031-18.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Road Bond Fund and will be appropriated to a project.

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

Resolution 2023-029 awarded a contract for the City of Midland Paving, Alleys, Streets &

Sidewalks (COMPASS) 04 Project to Reece Albert, Inc. of San Angelo, Texas for the Engineering Services Department for the amount of $1,518,091.00; approving $151,809.10 for contingencies; approving $50,000.00 for project related expenses. Please see the attached supporting memo from Gabe McClelland, Engineering Services Director, for additional information.

Therefore, please consider a motion ratifying the execution of Change Order #1 with Reece Albert, Inc. regarding the Compass 04 PU22-02 Project; said change order to be in the amount of $256,777.83 and providing for additional mobilization and traffic control; and appropriating the sum of $104,968.73 from the Road Boad to Project 981031-18.

Morris Williams Jr.

City Manager's Office

INTEROFFICE MEMORANDUM

TO: **Erika Martinez, Purchasing Manager**

FROM: **Gabe McClelland, Engineering Services Director**

SUBJECT: **MOTION RATIFYING THE EXECUTION OF CHANGE ORDER #1 WITH REECE ALBERT, INC. REGARDING THE COMPASS 04 PU22-02 PROJECT; SAID CHANGE ORDER TO BE IN THE AMOUNT OF $256,777.83 AND PROVIDING FOR ADDITIONAL MOBILIZATION AND TRAFFIC CONTROL; AND APPROPRIATING THE SUM OF $104,968.73 FROM THE ROAD BOAD TO PROJECT 981031-18**

DATE: **June 26, 2024**

CC:

Additional funds are required to pay the contractor, Reece Albert, for additional mobilization and traffic control that was added to the COMPASS 04 PU22-02 project due to unforeseen delays. All other funding sources have been exhausted.

$151,809.10 of the funds are available in project # 981031-180. Funds for the remaining $104,968.73 are available in the Road Bond.

MIDLAND
Capital Improvements

CONTRACT CHANGE ORDER

Order No. 1

Date: 6/13/2024

NAME OF PROJECT: COMPASS 04 PU22-02

PROJECT NUMBER: Contract # 943

OWNER: City of Midland

CONTRACTOR: Reece Albert

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Franchise delays incurred additional erosion/sediment control, traffic control, job site safety fees to the project. Additional base material and pavement construction was added to the project.

Change to CONTRACT PRICE:

Original UNIT PRICE CONTRACT: $1,518,091.00

Current UNIT PRICE CONTRACT adjusted by previous CHANGE ORDER: $_____

The UNIT PRICE CONTRACT due to this CHANGE ORDER will be:
☒ (increased) ☐(decreased) by: $256,777.83
The new UNIT PRICE CONTRACT including this CHANGE ORDER will be: $1,774,868.83

Change to CONTRACT TIME:

The CONTRACT TIME will be ☐ (increased) ☐(decreased) by: _____ calendar days.

Funding Source for CONTRACT CHANGE ORDER Increase:

☐ Account # _____

☒ Project # 981031-180 (**$151,809.10** of this change order will come from this project. We do not have a funding source for the remaining $104,968.73 -- need Council action to appropriate funds)

Approvals Required:
To be effective this Order must be approved by the Midland City Council if it changes the scope or objective of the PROJECT, or as may otherwise be required by the GENERAL PROVISIONS AND SUPPLEMENTAL CONDITIONS.

Requested by: _____
authorized signatory for Reece Albert

Approved by: _____
Bobby Wojciechowski

Accepted by: _____
Gabe McClelland

City Council Meeting

Item Number: 7

Meeting Date: July 9, 2024

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION RATIFYING AND APPROVING A CONTRACT WITH TOMMY KLEIN CONSTRUCTION, INC., IN THE AMOUNT OF $96,678.44 FOR THE FIRE STATION 8 ROOFING PROJECT THROUGH BUYBOARD; AND RATIFYING AND APPROVING A CHANGE ORDER IN THE AMOUNT OF $23,176.38 TO SAID CONTRACT FOR THE REPLACEMENT OF THE FIRE STATION 8 ROOF DECKING (DISTRICT 1) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)

Purpose:

Resolution approving a ratification of the issuance of contract 24004523 and ratifying the issuance of change order 1 for the Fire Station 8 roofing project for total amount of $119,854.82.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the General Fund operating budget.

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

Staff recommends approving the ratification of contract 24004523 awarded to Tommy Klein Construction, Inc. for the Fire Station 8 roofing project through the Buyboard purchasing cooperative. The contract was secured at a cost of $96,678.44, well below the City Council's

approval threshold of $100,000. Additionally, change order 1 in the amount of $23,176.38 for the project is also recommended for ratification. As members of the Buyboard cooperative, our participation complies with Subchapter F, Section 271.102 of the Local Government Code, which allows local governments to utilize cooperative purchasing programs for procurement, satisfying competitive bidding requirements. The Fire Station 8 roofing project, located at 3301 Haynes, has been budgeted accordingly, meeting all necessary bidding requirements prior to contract issuance. Please see the attached memo from Regina Stephenson, General Services Director, for further information.

Therefore, please consider a resolution approving a ratification of the issuance of contract 24004523 and ratifying the issuance of change order 1 for the Fire Station 8 roofing project for total amount of $119,854.82.

Morris Williams Jr.

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Morris Williams, Deputy City Manager

FROM: Regina Stephenson, General Services Director

SUBJECT: 24004523 Fire Station 8 Roofing Project

DATE: June 21, 2024

On May 9, 2024, contract 24004523 was awarded to Tommy Klein Construction, Inc. for the Fire Station 8 roofing project through the purchasing cooperative, Buyboard, for a cost of $96,678.44. We are members of the Buyboard cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases.

Since the cost was under the $100,000.00 threshold requiring City Council approval, funds were budgeted and all bidding requirements were satisfied we issued the contract for the roofing project at Fire Station 8, which is located at 3301 Haynes.

After the work was started, the representative for Tommy Klein Construction, Inc. contacted the City on June 20, 2024 to let us know that the roof decking was rotten and needed to be replaced. The cost to replace the decking is $23,176.38 which brings the total cost of the contract to $119,854.82 and now requires City Council approval since the cost is above the $100,000.00 City Council approval threshold. Funds are available for this change order in the Facilities Services Division operating budget (001041-57001).

Since the roof was partially removed from Fire Station 8, staff determined that the project should proceed and we would request ratification of this work from City Council at a future Council meeting.

Therefore, please consider a resolution ratifying the issuance of contract 24004523 and ratifying the issuance of change order 1 for the Fire Station 8 roofing project.

Please let me know if you have any questions.

RESOLUTION NO. _____

RESOLUTION RATIFYING AND APPROVING A CONTRACT WITH TOMMY KLEIN CONSTRUCTION, INC., IN THE AMOUNT OF $96,678.44 FOR THE FIRE STATION 8 ROOFING PROJECT THROUGH BUYBOARD; AND RATIFYING AND APPROVING A CHANGE ORDER IN THE AMOUNT OF $23,176.38 TO SAID CONTRACT FOR THE REPLACEMENT OF THE FIRE STATION 8 ROOF DECKING

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

WHEREAS, Tommy Klein Construction, Inc., submitted a total proposed cost to the City of $96,678.44 through Buyboard for the Fire Station 8 Roofing Project; and

WHEREAS, City staff caused a contract in the amount of $96,678.44 for the Fire Station 8 Roofing Project to be executed with Tommy Klein Construction, Inc., effective as of May 9, 2024; and

WHEREAS, following the commencement of the project, it was discovered that the roof decking for Fire Station 8 was rotted and needed to be replaced before the project could proceed to completion; and

WHEREAS, Tommy Klein Construction, Inc., submitted a total proposed cost to the City of $23,176.38 for the replacement of the Fire Station 8 roof decking; and

WHEREAS, City staff caused a change order in the amount of $23,176.38 for the replacement of the Fire Station 8 roof decking to be executed effective June 20, 2024; and

WHEREAS, the Council finds the respective prices proposed by Tommy Klein Construction, Inc., through Buyboard for (i) the Fire Station 8 Roofing Project and (ii) the replacement of the Fire Station 8 roof decking to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to ratify and approve a contract with Tommy Klein Construction, Inc., for the Fire Station 8 Roofing Project through Buyboard; and

WHEREAS, the City Council finds it to be in the public interest to ratify and approve a change order for the replacement of the Fire Station 8 roof decking;

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

SECTION ONE. That the contract dated May 9, 2024, between the City of Midland and Tommy Klein Construction, Inc., for the Fire Station 8 Roofing Project is hereby ratified and approved. Said contract being attached hereto as Exhibit A and incorporated herein for all purposes.

SECTION TWO. That the change order dated June 20, 2024, for the replacement of the Fire Station 8 roof decking is hereby ratified and approved. Said change order being attached hereto as Exhibit B and incorporated herein for all purposes.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Tommy Klein Construction, Inc., in accordance with the provisions of the above-referenced contract and change order from funds available in the General Fund operating budget upon receipt of proper invoices or statements approved by the City Manager or his designee.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

THE CITY OF MIDLAND

CONTRACT

Contract No. 24004523

THIS CONTRACT, effective the 9 day of May, 2024, by and between the City of Midland, hereinafter referred to as "CITY", and Tommy Klein Construction, Inc. hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 96,678.44 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for the replacement of the roof at the City of Midland Fire Station #8. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

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

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

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

5. **Company:** Unless otherwise stipulated, COMPANY shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel,

Exhibit A

transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. COMPANY shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

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

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

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

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

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

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

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

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

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

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

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 60 calendar days after release to proceed.

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

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

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

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

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

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

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

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

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

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

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

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

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

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

20. **Insurance:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: Monica Williams for DCM
Tommy Gonzalez, City Manager

ATTEST

Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED ONLY AS TO FORM

John Ohnemiller, City Attorney

COMPANY:

By: _____

Name: Tommy Klein

Title: Vice President

STATE OF Texas §

§

COUNTY OF Lubbock §

BEFORE ME, the undersigned authority, on this 17th day of May, 2024 personally appeared, Tommy Klein, an officer of Tommy Klein Construction, Inc, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17th day of May, 2024.

LAUREN ELIZABETH BOATMAN
Notary Public, State of Texas
Notary ID# 13336188-7
My Commission Expires 09-29-2025

_____
Notary Public, State of Texas



Tommy Klein Construction, Inc.

March 13, 2024

City of Midland

Attention: **Mark Garcia/Bryce Pruitt**

Reference: **Fire Station 8 Roofing**

Mark/Bryce,

Below is the scope and pricing is attached for the Roofing Project at Fire Station 8. Please let me know if you need further info.

Fire Station 8-

- Supply and install new standing seam roofing and flashing.
- Install new vents, base flashing, collars, and caps. Paint to match roof panels.
- No MEP work.
- **Work priced under our BuyBoard RS Means Contract 728-24.**

Please contact me directly at any time if any clarifications or if further information is needed.

Respectfully,
Shad Hartman
Tommy Klein Construction
806-252-1305

Attachments:

1. Cost Summary Sheet
2. RS Means Summary Sheet

Budgetary Cost Summary
Midland
Fire Station 8
Roofing

		Costs
RS Means Line Item Pricing		$107,182.31
Bid Coefficient-	0.88	$12,861.88
BuyBoard RS Means		
	Subtotal	$94,320.43
Non Pre-Priced Items		
	Subtotal	$0.00
Subtotal of Costs	Subtotal	$94,320.43
Bond		$2,358.01
Total		$96,678.44
Cost Breakdown		
Material		$62,840.99
Labor		$33,837.45
Total		$96,678.44

Notes:

Cost Estimate Report

Date: 03/13/2024

City of Midland

Midland Fire Station 8 Roofing

Year 2024

Unit Summary Report

Prepared By: Shad Hartman Tommy Klein Construction Inc

Division	Description		Total
Division 07	Thermal and Moisture Protection		**$107,182.31**
Subtotal			**$107,182.31**
General Contractor's Markup on Subs		0.00%	$0.00
Subtotal			**$107,182.31**
General Conditions		0.00%	$0.00
Subtotal			**$107,182.31**
General Contractor's Overhead and Profit		0.00%	$0.00
Grand Total			**$107,182.31**

EXHIBIT C

Bonding Requirements

The successful bidder shall be required to furnish a Performance & Payment Bond* for bids in excess of $50,000.00, in an amount equal to one hundred percent (100%) of the total contract price, such bond to be executed in five (5) original counterparts by a Corporate Surety authorized to do business in the State of Texas and acceptable to the City of Midland. All bonds must be executed on forms contained in these contract documents. The form of agreement which the successful bidder, as contractor, will be required to execute is also included herewith. The form of agreement and the form of the bonds should be carefully examined by the bidder.

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

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

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

"General Decision Number: TX20240261 01/05/2024

Superseded General Decision Number: TX20230261

State: Texas

Construction Type: Building

County: Midland County in Texas.

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

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

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

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

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

Modification Number	Publication Date
0	01/05/2024

BOIL0074-003 07/01/2023

	Rates	Fringes
BOILERMAKER	$ 37.00	24.64

ENGI0178-005 06/01/2020

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

IRON0084-011 06/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 27.51	8.13

PLUM0404-001 09/01/2022

	Rates	Fringes
PLUMBER	$ 28.64	10.65

SUTX2014-037 07/21/2014

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

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

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

PIPEFITTER.....$ 25.80 8.55

ROOFER.....$ 14.75 ** 0.00

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

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

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

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

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

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

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

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

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

==========

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

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

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

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

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

Union Rate Identifiers

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

Union prevailing wage rates are updated to reflect all rate

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

MIDLAND
Feel the Energy!

CHANGE ORDER

Order No. 1
Date: June 20, 2024
Contract Date: May 9, 2024

NAME OF PROJECT: Fire Station 8 Roofing Project

PROJECT NUMBER: 24004523

OWNER: City of Midland, Texas

CONTRACTOR: Tommy Klein Construction, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Roof decking was found to be rotten when old roof was being removed so new roof decking is required before new roof is installed.

Change to CONTRACT PRICE:
Original UNIT PRICE CONTRACT: $96,678.44

Current UNIT PRICE CONTRACT adjusted by previous CHANGE ORDER: $0

The UNIT PRICE CONTRACT due to this CHANGE ORDER will be:
☒ (increased) ☐ (decreased) by: $23,176.38
The new UNIT PRICE CONTRACT including this CHANGE ORDER will be: $119,854.82

Change to CONTRACT TIME:
The CONTRACT TIME will be: ☐ (increased) ☐ (decreased) by: 0 calendar days.

Approvals Required:
To be effective this Order must be approved by the Midland City Council if it changes the scope or objective of the PROJECT, or as may otherwise be required by the GENERAL PROVISIONS AND SUPPLEMENTAL CONDITIONS.

Requested by: Regina Stephenson

Approved by: Mayor Weichert

Accepted by:

City Council Meeting

Item Number: 8

Meeting Date: July 9, 2024

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AWARDING A CONTRACT TO TRUCLEAR WATER SOLUTIONS, INC., IN THE AMOUNT OF $1,440,000.00 FOR THE ADVANCED GROUNDWATER TREATMENT PROJECT; AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT: NONE) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)

Purpose:

Resolution awarding a contract to TruClear Water Solutions, Inc. of Abilene, Texas for the Advanced Groundwater Treatment for a total cost of $1,440,000.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds are available in Utilities Fund unappropriated fund balance and will be appropriated for this purpose.

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

Staff recommends awarding a contract for the Advanced Groundwater Treatment for the Utilities Department. Twenty-two (22) requests for proposals were issued. We received three (3) proposals. Staff recommends awarding the contract to TruClear Water Solutions, Inc. This approval will empower the city to improve our water quality, achieve compliance with health

and environmental standards, and establish a sustainable water management system for our community. Please see the attached memo from Carl Craigo, Utilities Director, for additional information.

Therefore, please consider a resolution awarding a contract to TruClear Water Solutions, Inc. of Abilene, Texas for the Advanced Groundwater Treatment for a total cost of $1,440,000.00 for the Utilities Department.

Morris Williams Jr.

City Manager's Office

Memorandum

To: Carolina Jimenez, Buyer II
From: Carl Craigo, PE, Utilities Director
Date: 6/25/2024
Subject: Approval to Move Forward with TruClear's Advanced Groundwater Treatment Proposal

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Summary:

This memorandum seeks approval from the City Council to move forward with the proposal submitted by TruClear Water Solutions for the Advanced Groundwater Treatment project. After a thorough evaluation of three proposals submitted in response to RFP 24004269, TruClear's proposal has been identified as the most advantageous for the City of Midland.

Evaluation Criteria and Summary of Findings:

1. **Technical Capabilities (40%):** TruClear's Advanced Molecular Oxidation® (AMO®) technology excels in comprehensive contaminant removal, including arsenic, vanadium, PFOS, and PFOA. The technology ensures significant reductions in microbial content and chemical contaminants, providing the highest technical capability among the proposals reviewed.
2. **Cost Efficiency (20%):** TruClear offers a cost-effective operational expenditure model with a monthly cost of $120,000, totaling approximately $1,440,000 annually. This model minimizes upfront costs and includes maintenance and upgrades, ensuring predictable financial planning and reducing long-term operational expenses compared to other proposals.
3. **Vendor Experience and Reliability (20%):** TruClear has a proven track record in municipal and industrial water treatment projects. Their extensive experience demonstrates reliability and effectiveness in addressing various challenging water quality conditions, making them a trustworthy partner for this project.
4. **Innovation (20%):** TruClear's proposal stands out for its innovative, chemical-free Advanced Molecular Oxidation® technology. This approach not only efficiently reuses water without generating waste streams but also aligns with our environmental goals by reducing the risk of chemical spills and minimizing environmental impact.

Conclusion:

Based on the evaluation, TruClear's proposal offers the best technical solution, cost efficiency, vendor reliability, and innovation. Their Advanced Molecular Oxidation® technology provides comprehensive contaminant removal while ensuring operational and financial benefits for the City of Midland.

Recommendation:

It is recommended that the City Council approve moving forward with TruClear's proposal for the Advanced Groundwater Treatment project. This approval will enable us to enhance our water quality, meet health and environmental standards, and ensure a sustainable water management system for our community.

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO TRUCLEAR WATER SOLUTIONS, INC., IN THE AMOUNT OF $1,440,000.00 FOR THE ADVANCED GROUNDWATER TREATMENT PROJECT; AND APPROPRIATING FUNDS FOR SAID PROJECT

WHEREAS, the City Manager approved plans and specification and authorized advertisement for proposals for the Advanced Groundwater Treatment Project; and

WHEREAS, the proposals were opened on May 15, 2024, with the lowest responsible and best value proposal being submitted by Truclear Water Solutions, Inc., in the amount of $1,440,000.00 as shown on the tabulation attached hereto as Exhibit A, which is incorporated herein for all purposes; and

WHEREAS, the City Council finds the amount proposed by Truclear Water Solutions, Inc., for the Advanced Groundwater Treatment Project to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to award a contract to Truclear Water Solutions, Inc., for the Advanced Groundwater Treatment Project;

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

SECTION ONE. That the City Manager and the City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract in the amount of $1,440,000.00 with Trueclear Water Solutions, Inc., for the Advanced Groundwater Treatment Project. Said contract to be kept on file in the office of the City Secretary and referenced by the date and number of this Resolution.

SECTION TWO. That funding shall be available in the in the Utilities Fund unappropriated balance and shall be appropriated for this purpose.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Trueclear Water Solutions, Inc., pursuant to the terms of said contract upon receipt of proper invoices or statements approved by the City Manager.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

S:\Resolutions\Purchase\2024\Contracts\Award Contract - Advanced Groundwater Pre-Treatment.wpd

24004269 Advanced Groundwater Pre-Treatment System Bid Opening: May 15, 2024											
			TruClear Water Solutions, Inc.		Aqua Pulsar Advanced Water Treatment Solutions		Mid-West Flow Control Products				
			$1,440,000.00		$2,200,320.00		$10,702,001.00				
#	Items	Quantity Required	Monthly Rate	Total Annual Projected Cost	Monthly Rate	Total Annual Projected Cost	On-Site Demonstration/ Testing Credit	First Month	Months 2-11	Total Annual Projected Cost
#1-1	Cost of equipment, maintenance, and replacement parts for a (12) month period.	12	120,000	$1,440,000.00	$183,360.00	$2,200,320.00	$14,000.00	$6,458,000.00	$387,091.00	$10,702,001.00

Bid Summary
22 Bid requests were issued
3 Bids are listed above
0 Bid was unresponsive
1 NO BIDS were received
19 Bidders did not respond

24004269 Advanced Groundwater Treatment Scoring Criteria			
	Midwest	**TruClear**	**Clear Water Plasma**
1.Technical Capabilities (40%): Evaluate the proposed solution's ability to meet the technical requirements specified in the RFP, including its efficacy in removing arsenic and other contaminants.	5	8	7
2. Cost Efficiency (20%): Consider the total cost of ownership, including installation, operation, and maintenance. This will help assess whether a higher upfront cost may be justified by superior performance or lower long-term operational costs.	1	10	8
3. Vendor Experience and Reliability (20%): Assess the vendor's experience in implementing similar projects and their track record for reliability and service quality.	5	9	6
4. Innovation (20%): Evaluate the proposal on factors like the minimal use of chemicals and innovative reuse of reject water.	10	10	10
100 Total Points	**52**	**90**	**76**

Patrick Doggett
Vice President
TruClear Water Solutions, Inc.
9496 W. Overland Trail
Abilene, Texas 79603

December 12, 2023
Carl A Craigo, P.E.
Managing Director, Utilities Director
City of Midland
300 N. Loraine
Midland, Texas 79701

Subject: Sole Source Justification for TruClear AMO System

Dear Carl,

I am writing to request approval for the procurement of the TruClear Advanced Molecular Oxidation (AMO) System, a proprietary water treatment technology, as a sole source provider.

The TruClear AMO System, covered under U.S. Provisional Patent Application No. 63/279966, offers unique capabilities unavailable in other products. Its notable features include:

1. Compact Footprint: The system can treat up to 4,200,000 gallons of water daily within a minimal operational space (40'x8.5'x8' for the Treatment Unit).
2. Electrical Efficiency: It operates efficiently on a 240v single-phase 300A service, showcasing its energy efficiency.
3. Innovative Technology: The AMO system utilizes non-donating electrodes and operates at high current densities (over 100 mA/cm2) without creating a waste stream.
4. Environmental and Social Governance (ESG) Compliance: TruClear positively impacts both environmental and social aspects of ESG.
5. Cost-Effectiveness: As a service company, TruClear requires no capital expenditures or maintenance costs from us.
6. Green Technology: It minimizes environmental degradation, does not use externally sourced chemicals, and produces minimal waste byproducts.
7. Versatility in Treatment: The system is effective against a wide range of contaminants, operates in a self-contained closed process, and is suitable for treating various types of water.

Given these unique qualities, the TruClear AMO System stands as the only viable solution for our specific water treatment needs. Its combination of efficiency, environmental friendliness, and advanced technology make it unparalleled in the market.

In light of these factors, I strongly recommend the TruClear AMO System as a sole source for our water treatment requirements. This procurement aligns with our organization's commitment to sustainability and operational efficiency.
Thank you for considering this request. I am available for any further information or discussion regarding this matter.

Sincerely,

Patrick Doggett
Vice President
TruClear Water Solutions
C: 512-944-7897
pdoggett@truclearwater.com

CITY OF MIDLAND
SERVICE CONTRACT
 # 24004269

THIS CONTRACT, effective this 10th day of July 2024, by and between the City of Midland, hereinafter referred to as the "CITY" and TruClear Water Solutions, Inc., hereinafter referred to as the "COMPANY".

Projected Annual Cost: $1,440,000.00

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

1. COMPANY shall perform all work as set forth in the Specifications and Instructions to Bidders, which are incorporated as part of this Contract. In performing the work, COMPANY shall, at its own cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said work, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Bidders, Instructions to Bidders, and the Specifications and addenda therefor, and the Performance Bond hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

2. COMPANY hereby agrees to commence work within fifteen (15) days after the date written notice to do so shall have been given to it by CITY.

3. CITY agrees to pay COMPANY in current funds the price or prices shown in the Proposal, which forms a part of this Contract. No payment shall be due until the monthly service report has been delivered to CITY.

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

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

RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, IT'S AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

5.1. COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

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

INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5.2 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

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

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

a. defective work not corrected;

b. completed service report not submitted;

c. failure of COMPANY to pay subcontractors or suppliers;

d. damage to other work or CITY's property or equipment; or

e. default of COMPANY in performance of this Contract.

The term of this agreement shall be for a period of one (1) year commencing on July 10, 2024, and terminating on July 9, 2025, unless sooner terminated as provided in this agreement. The City may at its option, renew this agreement for a period of five (5) additional years, not to exceed a total of twenty (20) years. In order to exercise this option, the City must give Company notice of its intent to renew not less than 30 days prior to the expiration of this agreement.

8. Prices for the extension of the Contract described in Paragraph 7 shall be adjusted by a percentage equal to the percentage increase in the Consumer Price Index All Items, Dallas-Fort Worth SMA as of the first date of the Contract to the date of request for change, but in no case shall the price for the option period increase more than fifteen percent (15%) above the amount set forth in the proposal.

9. COMPANY shall:

a. comply with all applicable laws, rules, codes and regulations of Local, State and U.S. Governments;

b. have a designated supervisor on the job site at all times work is in progress;

c. make no changes in the scheduled work without written authorization from CITY;

e. permit and facilitate inspection of the work in progress by CITY;

f. not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex or national origin;

g. be responsible for any damage caused by COMPANY to CITY property and repair such damage at his own cost;

h. remedy all defects in workmanship which develop within a period of one (l) year from the date of service report acceptance by CITY; and

i. not permit any worker to labor more than eight (8) hours during any one (l) calendar day or more than forty (40) hours during any one (l) calendar week, except as permitted by law; pay all royalties, license, and permit fees and applicable taxes required to execute this Contract.

10. In the event COMPANY is in noncompliance with any of the covenants or provisions of this Contract, and such noncompliance is not cured within thirty (30) days after receipt of written notice from CITY, CITY may terminate this Contract at the end of said thirty (30) day period, and may seek such other remedies as may be available in law or equity. Notwithstanding the above, CITY may, at its option, terminate this Contract in the event COMPANY fails on at least three (3) occasions to provide emergency services in a timely manner as required by the Specifications.

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

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

To CITY:
(If mailed) P. O. Box 1152
Midland, Texas 79702
(If hand delivered) 300 North Loraine
Suite 220
Midland, Texas 79701

To COMPANY. TruClear Water Solutions, Inc.

8496 W. Overland Trail

Abilene, Texas 79603

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

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

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

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

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

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

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

19. WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY REGARDING THE AWARD OR ATTORNEY'S FEES, WHICH ARE IN ANY

WAY RELATED TO THIS CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS CONTRACT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING, BUT NOT LIMITED TO, ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

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

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

20. **NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES:** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Contract) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to

provide such written notification within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

21. **GOVERNMENTAL IMMUNITY:** By executing this Contract CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

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

23. **THIRD-PARTY BENEFICIARY:** CITY's approval of this Contract does not create a third-party beneficiary. There is no third-party beneficiary to this Contract. No person or entity who is not a party to this Contract shall have any third-party beneficiary or other rights hereunder.

24. **INDEPENDENT CONTRACTOR:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and

services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

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

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

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

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

29. **INSURANCE**

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

Commercial General Liability (including Contractual liability):

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

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

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

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

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

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

COMPANY certifies that the certificate of insurance provided as required herein complies with the

requirements of Chapter 1811 of the Texas Insurance Code.

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

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

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

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

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

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

34. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Contract and (ii) any of the provisions contained in any exhibit(s) attached to this Contract, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained in this Contract shall supersede any and all conflicting provisions contained in any exhibit(s) attached

hereto. Furthermore, the parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Contract that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Contract are contained in the provisions of this Contract that precede the signature page(s), which evidences the parties' execution.

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

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

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF_____§

§

COUNTY OF_____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 2024 personally appeared, _____, an officer of TruClear Water Solutions, Inc. known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____day of _____, 2024.

_____
Notary Public, State of _____

Date: 4/18/2024

MIDLAND
Purchasing Division

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

BID NO: 24004269

CLOSING DATE:

May 15, 2024

CLOSING TIME:

2:00 PM

BIDS WILL BE RECEIVED UNTIL **2:00 PM** on **05/15/2024** THROUGH BONFIRE FOR GOODS AND SERVICES DESCRIBED BELOW FOR THE: **Utilities Department**

DESCRIPTION
Advanced Groundwater Pre-Treatment System as specified.
TOTAL

NOTICE TO BIDDERS:

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

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

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

COMPANY NAME: TruClear Water Solutions, Inc.
ADDRESS: 8496 W. Overland Treal
CITY: Abiene STATE: Texas ZIP 79603
PHONE NO: (325) 695-0299 EMAIL: jaycell@truclearwater.com
DELIVERY CAN BE MADE: Two weeks after notification of award
AUTHORIZED SIGNATURE:

A Message for Our Vendors

The City of Midland, Texas has developed a strategic plan with long-term objectives, new mission and vision statements, and a course of action to carry out goals established by and for our community. This includes strategic priorities that will address our economy, infrastructure, quality of life, standards for a safe and secure city, plus much more that's detailed below. We hope you join us on this exciting journey and to be part of the energy toward a successful and prosperous Midland!

Vision Statement

The City of Midland will be the premier and safest city in West Texas by providing world-class municipal services through operational excellence and a culture of innovation.

Mission Statement

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

Guiding Principles: I-FORCE

Integrity
Financial Stewardship
Outstanding Service
Respect
Collaboration
Excellence

City Council Key Focus Areas

Communication • Customer Service
Economic Development
Fiscal Responsibility & Accountability
High-Performing City Team • Legislation
Quality of Place • Technology Improvements

Core Values

Commitment: Duty to the public good.
Engagement: Foster partnerships and collaboration.
Excellence: Practice continuous improvement.
Innovation: Embrace creativity and cutting-edge solutions.
Integrity: Operate with transparency and accountability.
Inclusivity: Ensure all voices are heard and valued.

Vendor & Contractor Communication

In order to ensure smooth coordination and effective communication between contractors and the City of Midland**, it is imperative that contractors provide adequate advance notice before commencing work on specific projects**. The city requires ten (10) days' notice on commencement of project. This advance notice requirement serves to notify all relevant city departments, ensuring proper preparation and coordination of resources. Additionally, it facilitates timely dissemination of information to the public, if necessary, thereby minimizing potential disruptions and maximizing transparency throughout the project lifecycle. **By adhering to this protocol, contractors demonstrate their commitment to fostering productive partnerships with the City of Midland and upholding standards of efficient project management and community engagement. This commitment is a part of our strategic plan, with direct ties to Goal 4: Transparent and Consistent Communication and Strategies 4.4 and 4.5.**

Strategic Plan

1. Strong Economy with More Quality Jobs

1.1 Increase the Midland Sales Tax Base: Develop strategies to expand the tax base by attracting businesses and supporting local commerce.
1.2 Enhance Visitor Revenue Opportunities: Boost tourism through marketing and infrastructure improvements.
1.3 Continue Downtown and West Midland Redevelopment: Promote revitalization efforts for a vibrant downtown.
1.4 Nurture Development Districts: Establish key action plans honed to enhance Development Districts.
1.5 Grow the Core Business of Air Transportation: Develop and transform the Midland airport system.
1.6 Diversify Midland's Economy: Support initiatives that diversify the local economy and enhance resilience.
1.7 Expand Opportunities and Programming for General and Small Business: Foster the growth, retention, and expansion of local small businesses as well as business in general.
1.8 Improve Speed to Market for Citizens, Builders, Developers, and Contractors: Reduce wait times for permit review/approval and inspection process of permitted work.
1.9 Establish Our Community as a Premier Destination for Retail and Entertainment: Offer unique and compelling experiences that draw visitors, ultimately driving economic growth and community vibrancy, while increasing tourism and business development.

2. Set the Standard for a safe and secure City

2.1 Enhance public safety programs.
2.2 Improve Pedestrian and Motorist Safety: Invest in traffic management and infrastructure.
2.3 Implement Effective Code Enforcement Strategies: Address nuisances to improve overall health and safety.
2.4 Revitalize Neighborhoods: Utilize best practices to support the redevelopment of neighborhoods.
2.5 Enhance Animal Services: Ensure the welfare of pets and wildlife in the city.
2.6 Grow and Retain Public Safety Resources: Expand law enforcement presence as well as fire reduction and prevention programs while reducing attrition.

3. Quality of Life and Place

3.1 Enhance Community Engagement: Champion innovative recreational, educational, and cultural programs that enrich residents' lives in partnership with the business community.
3.2 Foster Relationships with Foundations and Outside Businesses: Collaborate to create world-class facilities and amenities.
3.3 Create an Attractive and Inclusive Living Environment: Develop and enhance live, work, and play opportunities for our citizens.
3.4 Establish Beautification Programs: Implement initiatives to make the community clean and bright.
3.5 Nurture and Promote a Healthy Community: Increase healthy community living and education opportunities for citizens of all ages.
3.6 Build the Best Parks System in Our Region: Offer diverse, accessible, and enjoyable green spaces, tournament-ready ball fields, safe playgrounds, and unique recreational opportunities that enhance the quality of life/quality of place for our community.

4. Transparent and Consistent Communication

4.1 Set a Climate of Respect, Collaboration, and Team Spirit: Cultivate a culture of openness and respect.
4.2 Enhance Communication Efficiency and Effectiveness: Leverage and expand the use of technology to facilitate the exchange of information.
4.3 Elevate Internal Communication and Employee Engagement: Strengthen information flow and collaboration among city staff.
4.4 Advance Two-Way Communication of Key Messages: Engage effectively with external stakeholders; foster community engagement.
4.5 Strengthen Messaging Opportunities Through Various Media Outlets: Communicate the city's achievements and initiatives.

5. Provide Sound Governance and Fiscal Management

5.1 Recruit and Retain a Skilled and Diverse Workforce: Invest in talent and diversity; grow our local pipeline of skilled employees.
5.2 Enhance Citizen Experience: Improve employee working conditions to better serve citizens.
5.3 Hone Public Servant Proficiency: Cultivate a culture of professional growth, skilled mastery, and information exchange.
5.4 Implement Cutting-Edge Practices: Harness automation and Artificial Intelligence technology for efficient resource utilization.
5.5 Promote a Well-Balanced Customer Service Philosophy: Consistently deliver excellent service to residents.
5.6 Deliver Services Timely and Efficiently: Prioritize continuous improvement.
5.7 Ensure Continued Financial Stability and Accountability: Maintain financial transparency.
5.8 Deliver Effective and Efficient Processes: Maximize value in procurement.
5.9 Ensure Reliability and Safety: Maintain existing assets and develop new city asset opportunities, including parks

and other facilities, with a standard of excellence.

5.10 Create a Work Environment that Supports Bleeding-Edge Practices: Encourage bleeding-edge practice that then cultivates an environment where employees can learn from their experiences and improve processes; thus, becoming a learning organization.

6. Strengthen and Sustain Our Infrastructure

6.1 Provide Reliable and Sustainable Utilities: Guarantee water supply and distribution systems security and longevity.

6.2 Enhance Infrastructure for Economic Growth: Improve competitiveness through infrastructure investments that includes collaboration with neighboring jurisdictions and exemplary peer agencies.

6.3 Streamline and Consolidate City Facilities: Create synergy for improved services.

6.4Standardize Infrastructure Processes Across the City: Ensure consistency, timeliness, and accountability in infrastructure development.

6.5 Implement a Funding Stream for Infrastructure: Establish reliable funding for continual improvements.

6.6 Strategize for and Monitor City Growth: Develop proactive responses to growth rather than reactive.

6.7 Develop and Implement Comprehensive Road Planning and Maintenance Initiatives: Ensure safe and maintained roads for existing and new developing areas and main thoroughfares.

Request for Proposals

RFP 24004269

for

Advanced Groundwater Pre-treatment System

Proposals for this requirement will be accepted until 2:00 P.M. on May 15, 2024

Proposals May be Mailed or Delivered to:

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

No Late Proposals Will Be Accepted

NOTICE TO PROPOSERS:

1. **IMPORTANT NOTICE** – IF THE CONTRACT DOCUMENTS REQUIRE WORKER'S COMPENSATION INSURANCE, PROPOSER/CONTRACTOR MUST CARRY WORKER'S COMPENSATION INSURANCE TO BE ELIGIBLE FOR THIS CONTRACT. IF YOU CANNOT PROVIDE WORKER'S COMPENSATION INSURANCE AS REQUIRED BY STATE OF TEXAS STATUTE WE RESPECTFULLY REQUEST THAT YOU "NO BID" THIS WORK

2. COMPLIANCE. – COMPANY AGREES THAT IT SHALL COMPLY WITH TEXAS GOVERNMENT CODE SECTION 2252.908, *ET SEQ.*, AS AMENDED. COMPANY AGREES THAT IT SHALL COMPLY WITH TEXAS LOCAL GOVERNMENT CODE SECTION 176.006, *ET SEQ.*, AS AMENDED.

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

See Section 1.9 for Pre-proposal Meeting Information

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SCHEDULE OF EVENTS

RFP 24004269
For
Advanced Groundwater Pre-treatment System

Event	Date*
RFP Released	4/20/2024
Non Mandatory Pre-Proposal Conference	5/01/2024
Cutoff Date for inquiries and clarification	5/10/2024
Proposal Due Date	5/15/2024
Notification of Vendor Interviews / Product Demonstrations	To Be Determined
Intended Date for Contract Award	6/11/2024

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

NOTE:

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

SPECIAL TERMS AND CONDITIONS

Proposal Requirements /Terms

1. Unless otherwise called for, the number of copies specified in the RFP, shall be submitted typewritten or printed in ink. Many Requests for Proposals are in a word format that can be completed on your computer and will be noted on the cover page if available.
2. Each proposal should be placed in a separate envelope completely and properly identified with the RFP number, due time and date. Proposal must be time stamped at the appointed receipt location before the hour and date specified for the proposal receipt. Responsibility for having the proposal properly marked and to the opening location by the specified date and time is solely the offeror's. All copies of the proposal may be delivered in the same box/package.
3. Any Proposal may be withdrawn in writing prior to the date and time set for receipt of proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a minimum period as stated in the RFP following the final acceptance date, to provide the commodity or service set forth in the attached specifications, or until a selection has been made by the City.
4. Late proposals will not be accepted under any circumstances.
5. Proposal should give full firm name and address of Offeror. Failure to manually sign the proposal will disqualify it. The person signing the proposal should show title or authority to bind his/her firm in contract. Insert your Federal Employer's Identification Number _____ or Sole owner should enter SSN _____-____-_____.
6. Purchases made for City use are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in your proposal. Tax exemption certificates will be furnished by the City upon request.
7. Telephone proposals are not acceptable when in response to an RFP.

Conditions

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

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

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

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

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

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

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

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

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

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

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

1. GENERAL INFORMATION

1.1. INTRODUCTION

The City of Midland (Utilities Department) (hereinafter referred to as "the City") is pleased to invite you to submit a proposal for Advanced Groundwater Pre-treatment System as specified herein. Proposals submitted in response to the specifications contained herein shall comply with the following instructions and procedures.

Request for Proposal Standard Information

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

1.2. INITIAL EVALUATION

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

1.3. DISCUSSION/NEGOTIATION

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

1.4. BEST AND FINAL OFFER

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

1.5. AWARD

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

1.6. TRADE SECRETS

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

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

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

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

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

1.6.2.2. An affidavit from the offeror's legal counsel attesting to and explaining the validity of

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

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

1.7. LATE PROPOSALS

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

1.8. PREPARING A RESPONSE

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

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

1.9. PRE-PROPOSAL CONFERENCE:

A non-mandatory Pre-Proposal Conference will be conducted at City Hall Basement Conference Room located at 300 N Loraine St, Midland, TX on May 1, 2024 at 3:00 pm. Offerors may use this opportunity to notify the City of any ambiguity, inconsistency, or error, which they may discover upon examination of this RFP. All responses to questions at the Pre-Proposal Conference will be oral and in no way binding on the City.

1.10. CLARIFICATION/ INTERPRETATION

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

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

FAX: (432) 685-0523

e-mail: purchasing@midlandtexas.gov

1.11. FORMAT FOR INQUIRIES:

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

1.12. INTERPRETATION:

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

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

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

1.13. PROPOSAL ORGANIZATION AND SUBMISSION

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

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

1.14. OFFER PRICING

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

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

1.15. ALTERNATE PROPOSALS

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

1.16. SUBMITTING A SEALED PROPOSAL

1.16.1. Number of copies and Location:

1.16.1.1. Offerors must submit one original proposal through Bonfire. If bid is a Sealed Proposal must be received by the date before the time stated on the face of the Request for Proposal Cover Page, local time. Sealed Proposals received after this time will not be accepted for consideration. Facsimile copies are not acceptable.

1.16.1.2. If a sealed bid is submitted, please be sure to label the outermost package of the RFP whether it is an envelope, box or overnight package with the RFP number, RFP description and closing date so that it is visible when received by the City.

1.16.2. Each Offeror who submits a proposal represents that:

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

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

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

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

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

1.17. RIGHTS RESERVED

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

A) waive any formality;

b) cancel or terminate this RFP;

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

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

1.18. OFFEROR INTERVIEW / PRODUCT DEMONSTRATION

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

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

1.19. SUBCONTRACTING

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

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

1.20. INSURANCE REQUIREMENTS

See Contract or Agreement

1.21. CONTRACTOR'S RESPONSIBILITIES

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

1.22. OFFEROR COMPETITION

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

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

1.23. CONTRACT PROVISIONS AND TERMS

1.23.1. Contract Execution

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

1.23.2. Terms and Conditions

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

1.23.3. Exceptions to Contract Terms & Conditions

Offerors should notify the City of any terms within the sample contract that either precludes

them from responding to the RFP or add unnecessary cost.

1.23.4. The initial contract(s) term is for a period of one (1) year and can be negotiable. Renewals of the contract may be made at five (5) year intervals, not to exceed a total of twenty (20) years, at the City's option.

1.23.5. Contract Extension

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

1.23.6. Escalation

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

2. PROPOSAL WAIVERS:

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

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

2.3. OFFEROR IS RELYING ON ITS OWN JUDGMENT. OFFEROR HAD THE OPPORTUNITY TO DISCUSS THESE PROPOSAL DOCUMENTS WITH COMPETENT LEGAL COUNSEL PRIOR TO SUBMISSION OF THE PROPOSAL OR EXECUTION OF THE CONTRACT.

2.4. WAIVER:

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

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

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

2.5.3. ACCEPTANCE OR REJECTION OF ANY PROPOSALS; OR

2.5.4. AWARD OF THE CONTRACT.

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

2.7. BY SIGNING THE EXECUTION OF OFFER, YOUR COMPANY AGREES TO THE ABOVE WAIVER(S). IF THIS FORM IS NOT SIGNED AND INCLUDED WITH YOUR PROPOSAL DOCUMENTS YOUR PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE AND WILL BE REJECTED.

3. SCOPE OF PROJECT

Option A (Full Service): The vendor will oversee the installation, operation, and maintenance of the system.

Option B (City Operated with Vendor Maintenance): The City will manage system operation, with the vendor responsible for maintenance and support.

4. REQUIREMENTS

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

Vendors must outline their technical approach, including specifics on contaminant reduction methods, chemical usage minimization, reject water management, and potential for resource recovery. A detailed cost analysis for both operational options is desired, but a vendor may only provide Option A or Option B, alongside evidence of the vendor's experience with similar projects. Vendor must provide their experience with TCEQ approval.

Please refer to Exhibit A for a representative analysis of the groundwater source. This analysis provides essential context for the contaminants present and the water quality challenges that the proposed system must address.

5. NARRATIVE

The City of Midland invites proposals for an advanced groundwater pre-treatment system capable of treating up to 5 million gallons per day. The system should ensure significant reductions in Arsenic with a secondary goal of reducing Manganese, Iron, Fluoride, and Total Dissolved Solids (TDS) to provide the community with safer, cleaner drinking water.

Proposals will be evaluated heavily based on the projected yearly cost to the City, encompassing all necessary expenses for the operation, maintenance, and any additional services required. Vendors must provide a detailed breakdown of all annual costs associated with their proposed solution.

The selected groundwater treatment solution will initially be implemented on a trial basis for one year and can be negotiable. This trial period is intended to assess the system's performance, cost-efficiency, and suitability for the City's needs. Following the successful completion of the trial period, the City reserves the right to enter into negotiations for a longer-term contract based on the outcomes and performance metrics achieved during the trial.

6. VENDOR QUALIFICATIONS

6.1. INFORMATION VERIFICATION

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

6.2. RIGHT TO REJECT

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

6.3. VENDOR CAPABILITIES

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

6.3.1. References

6.3.1.1. Offeror shall provide a minimum of 3 references that are using services of the type proposed in this RFP. The references should fall within the categories identified below. At a minimum, the offeror shall provide the company name, the location where the services were provided, contact person(s), customer telephone number, a complete description of the service type, and dates the services were provided. The City reserves the right to use any information or additional references deemed necessary to establish the ability of the offerors to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

6.3.1.2. These references should include City government, water treatment facilities, and universities where the offeror, preferably within the last 5 years, has successfully completed groundwater treatment

6.3.1.3. These references should include any other desired information.

6.3.2. Vendor Stability

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

6.3.2.2. Provide financial statements, preferably audited, for the 5 consecutive years immediately preceding the issuance of this RFP.

6.3.2.3. Provide copies of any quarterly financial statements that have been prepared since the

end of the period reported by your most recent annual report.

6.3.2.4. Offerors shall specify how long the company submitting the proposal has been in business performing Groundwater Treatment.

7. EVALUATION PROCESS

7.1. EVALUATION PROCEDURE

7.1.1. Committee Actions

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

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

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

7.2. EVALUATION CRITERIA

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

7.2.1. Technical Capabilities (40%): Evaluate the proposed solution's ability to meet the technical requirements specified in the RFP, including its efficacy in removing arsenic and other contaminants.

7.2.2. Cost Efficiency (20%): Consider the total cost of ownership, including installation, operation, and maintenance. This will help assess whether a higher upfront cost may be justified by superior performance or lower long-term operational costs.

7.2.3. Vendor Experience and Reliability (20%): Assess the vendor's experience in implementing similar projects and their track record for reliability and service quality.

7.2.4. Innovation (20%): Evaluate the proposal on factors like the minimal use of chemicals and innovative reuse of reject water.

8. PROPOSAL CONTENTS

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

8.1. THE RFP

8.2. THE OFFEROR'S COST SUMMARY

8.3. REQUESTED ATTACHMENTS

8.3.1. References

8.3.2. Resumes

8.3.3. Business Plan

8.3.4. Financial Information

8.3.5. Signed Execution of Offer

9. TEXAS PUBLIC INFORMATION ACT

Notwithstanding any other provisions, this request for proposals, along with any associated contract, is subject to the Texas Public Information Act.

Exhibit A
Source Water Analysis

Company:	City of Midland	Collection Date:	10/3/23
Site:	Well #48	Sample Test Date:	10/6/23
Sample ID:	Raw		

Sample Analysis

Baseline			Baseline (ppm)			Cation (ppm)		
ATP	516.42	(pg/mL)	Chlorine, Total	ND	(Cl_2)	Zinc	0.11	(Zn)
ATP	516,420	(ME/mL)	Chlorine, Free	ND	(Cl_2)	Lead	ND	(Pb)
pH	7.42		Total Alkalinity	282.96	($CaCO_3$)	Boron	2.87	(B)
Conductivity	16.88	(Ω)	Total Hardness	584.35	(Ca, Ba, Sr, Mg)	Manganese	0.18	(Mn)
Resistivity	59.30	(Ω-cm)	Ammonia, Nitrogen	51	(NH_3-N)	Iron, Ferrous	ND	(Fe^{2+})
Salinity	9.92	(‰)	Anion (ppm)			Iron, Total	0.39	(Fe)
TDS	955	(mg/L)	Bicarbonate	245.22	(HCO_3)	Magnesium	90.59	(Mg)
Turbidity	10.20	(NTU)	Carbonate	ND	(CO_3^{2-})	Aluminum	0.39	(Al)
ORP	-299.90	(mV)	Hydroxide	ND	(OH^-)	Calcium	444.08	(Ca)
Temperature	70.80	(°F)	Chlorides	731.4	(Cl^-)	Strontium	47.65	(Sr)
Density	1	(g/cm³)	Nitrate	0.07	(NO^{3-})	Barium	2.03	(Ba)
Specific Gravity	1		Fluoride	2.26	(F^-)	Sodium	260.80	(Na)
NaCl	1	(% Saturation)	Phosphorus	24.02	(P)	Lithium	1.89	(Li)
Chlorides	0.12	(%NaCl)	Sulfur	192.66	(S)	Potassium	29.36	(K)
TSS	1.06	(mg/L)	Silicon	20.39	(Si)			
H_2S	3	(H_2S)	Arsenic	0.028	(As)			
			Anion EPM Total	1216.02		Cation EPM Total	880.34	

N/A : Not Analyzed ND : Non Detect * : Possible Buffers Present

Notes:

TruClear Proposal Response

RFP 24004269
for
Advanced Groundwater Pre-treatment System

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

TruClear Water Solutions
8496 W. Overland Trail
Abilene, TX 79603
325-695-0299

1. Introduction

Water scarcity is an escalating crisis in the United States and globally, with profound implications for public health, agriculture, industry, and the environment. As of 2022, approximately 2.2 billion people worldwide lack access to safely managed drinking water services, and about 4.2 billion people experience severe water scarcity at least one month per year. In the United States alone, over 2 million Americans lack access to clean, safe drinking water, and many regions face increasing challenges due to drought, pollution, and aging infrastructure. These challenges necessitate urgent action and innovative solutions to ensure equitable access to clean water while preserving this precious resource for future generations.

TruClear® is a service provider that pioneers chemical-free solutions. It treats 4.2 million gallons of water per treatment unit daily for industrial, food processing, oil and gas, waste, and freshwater. Our systems are designed for scalability, ensuring we meet diverse volume requirements without generating waste streams. TruClear units boast a compact design and operate with significantly lower energy consumption than competing technologies.

At the heart of TruClear's operations is the Advanced Molecular Oxidation® (AMO®) technology. This two-pronged approach first employs electrical currents to convert sodium chloride into a potent biocide through electrolysis, effectively eliminating harmful bacteria. Secondly, it leverages Electro-Chemistry to break down contaminants in an environmentally friendly manner, achieving molecular disassociation, creating ion transfer, and generating oxygen species with minimal energy usage.

a. RFP Summary

Midland's drinking water has been found to contain several contaminants. Most notable are vanadium, arsenic, and various perfluorinated substances like PFOS and PFOA. According to the Environmental Working Group (EWG), the levels of vanadium in the water supply exceed health guidelines. Although the city has been working to manage and reduce these contaminants to meet health standards, arsenic levels have also been a concern in the past.

The City of Midland is committed to enhancing its drinking water quality by significantly reducing contaminants such as heavy metals like Vanadium and Arsenic. The initial phase of this project aims to treat five (5) million gallons per day (GPD) of these contaminants, with plans to expand capacity to twenty (20) million GPD in future phases.

At TruClear, we are at the forefront of revolutionizing water treatment technologies. Our partnership with Midland is founded on a shared commitment to achieving the highest water purity standards for the community, both now and in the future. We have a strong track record of success in reducing heavy metals. As challenges such as perfluorooctanesulfonic acids (PFOS) and nitrates emerge, TruClear is leading the industry with our Advanced Molecular Oxidation (AMO) technology. This innovative solution eradicates PFOS and nitrates, further enhancing water safety. Together with the City of Midland, TruClear is dedicated to setting new benchmarks in water treatment, staying ahead of more stringent water quality standards to ensure safe and clean drinking water for all residents now and in the future.

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3. Company Overview

TruClear®: Redefining Water Treatment

TruClear® has distinguished itself as an innovator in water treatment, offering a chemical-free, cutting-edge solution capable of processing over 4.2 million gallons of water daily per treatment unit across various sectors, including municipal drinking and wastewater, industrial, food, oil and gas, and dairy. Our technology is designed to efficiently handle diverse volume demands without generating secondary waste streams.

Each TruClear unit has a small footprint, compact design, and low energy consumption. Units can be stacked to meet volume demands. This combination of scalability, efficiency, and low environmental impact positions TruClear® as a leader in sustainable water treatment solutions.

Technology Breakthrough

At the heart of TruClear's operations is the Advanced Molecular Oxidation® (AMO®) technology. This two-pronged approach first employs electrical currents to convert sodium chloride into a potent biocide through electrolysis, effectively eliminating harmful bacteria. Secondly, it leverages Electro-Chemistry to break down contaminants in an environmentally friendly manner, achieving molecular disassociation, creating ion transfer, and generating oxygen species with minimal energy usage.

The TruClear system represents a paradigm shift in water treatment technology, offering unparalleled performance, versatility, and efficiency in addressing complex contaminant challenges.

Milestones

- 2018: Establishment and patent acquisition.
- 2019: Launch of AMO® technology and entry into the Oil & Gas sector.
- 2020: Commercialization and regulatory approval for water treatment technologies.
- 2021: Expansion into meat and food processing water treatment, alongside significant customer acquisitions.
- 2022: Introduction of PFOS remediation and diversification into various water treatment markets.
- 2023: Catering to multiple meat and food processing customers and serving multiple municipalities.
- 2024: Over 20 Municipal Drinking Water and Wastewater Facilities in Oklahoma are in different sales/implementation phases with TruClear for THMs and Nitrate Removal. First food provider 10-year contract. PFAS Projects developing in Southeast Pennsylvania.

Compliance with industry-specific regulations

TruClear's commitment to adhering to industry-specific regulations is integral to its operations, ensuring its advanced water treatment technologies meet and often exceed the required standards. The system is designed in compliance with guidelines set forth by key regulatory bodies such as the Environmental Protection Agency (EPA) and TCEQ environmental standards, which govern the treatment and discharge of industrial and municipal wastewater. This compliance includes adherence to the Clean Water Act (CWA), which mandates the control of pollutants discharged into U.S. waters, and adherence to specific state regulations that may dictate additional treatment requirements depending on the nature of the effluent and local ecological considerations.

Additionally, TruClear's technology aligns with standards for technology-based effluent limitations (TBELs) and water quality-based effluent limitations (WQBELs), ensuring that both the technology and the processes reduce contamination levels to within safe limits as defined by the latest scientific and environmental guidelines. This regulatory compliance is supported by rigorous internal quality assurance and control processes, which include regular monitoring and reporting of water quality data to relevant authorities. TruClear's proactive approach helps maintain compliance and set a benchmark for operational excellence within the water treatment industry.

Technology Benefits

TruClear's advanced water treatment technology offers significant benefits in line with Environmental, Social, and Governance (ESG) objectives, addressing key issues such as environmental impact, safety, and operational efficiency. By eliminating the use of hazardous chemicals traditionally used in water treatment, TruClear reduces the risk of chemical spills, enhancing both environmental safety and workplace safety. Instead of dangerous or caustic chemicals, the system generates Hypochlorite, a safer alternative, which simplifies the treatment process compared to chemical injection methods.

The technology significantly improves the quality of treated water, which exhibits enhanced viscosity and reduced scaling tendencies, contributing to a longer lifespan and better performance of water handling infrastructure. Moreover, the negative scaling tendencies help lower Naturally Occurring Radioactive Materials (NORM) values, making the water safer for various uses. TruClear's system also normalizes pH levels and delivers consistently high-quality water despite variations in the raw water's quality, ensuring reliability in diverse operational contexts. Notably, the process does not involve flocculation, thus eliminating waste generation from the treatment process, which is a substantial step towards sustainable water management practices. These technological advances underscore TruClear's commitment to supporting sustainable development goals by providing a safer, more efficient, and environmentally friendly water treatment solution.

Experience

TruClear has a robust track record of successfully treating water for multiple cities across Oklahoma and Texas, demonstrating our expertise in managing complex water quality issues without using chemicals. In these regions, our technology has effectively addressed high levels of Adenosine Triphosphate (ATP), Biological Oxygen Demand (BODs), heavy metals, Trihalomethanes (THMs), and nitrates. Our innovative approach aligns with stringent

environmental standards and supports municipalities in achieving sustainable water treatment goals. This experience underscores our capability to scale and adapt our solutions to meet diverse municipal needs, ensuring safer, cleaner water in communities with varying water quality challenges.

Proposal Overview

Introduction to TruClear's Water Treatment Solutions
TruClear is pleased to present this proposal to provide advanced, chemical-free water treatment solutions for the City of Midland, Texas. The city faces challenges with high levels of heavy metals and other contaminants in its water supplies. Our innovative technology offers a sustainable alternative to traditional chemical treatments, aligning with environmental goals and public health standards.

Project Scope and Objectives
Our proposal aims to deploy TruClear's cutting-edge technology across Midlands drinking water influent where tests have indicated problematic concentrations of specific contaminants that compromise water quality and safety. The primary objective is to implement our system to significantly reduce these contaminants, enhance overall water quality, and ensure compliance with regulatory standards without harmful chemicals. This initiative addresses immediate health and environmental concerns and sets a foundation for sustainable water management practices in the future.

Technical Approach and Benefits
TruClear's approach utilizes proprietary technology that treats water through advanced electrochemical processes, eliminating the need for chemical additives. This method has been proven effective in current deployments across multiple municipalities, where it has consistently met or exceeded treatment objectives. Key benefits of our system include no capital expenditure, reduced operational costs, minimized environmental impact, and improved safety for workers and local communities. Moreover, our solution offers scalability and can be tailored to Midland's specific water quality needs, ensuring that even with variations in raw water conditions, the output remains consistently high in quality.

This proposal outlines the next steps for addressing Midland's specific needs, initiating the five (5) to twenty (20) million GPD projects, and planning a comprehensive roll-out of our water treatment units. TruClear is committed to partnering with local governments to achieve their public health and environmental goals through innovative water treatment solutions.

TruClear Management Team

TruClear's management team includes seasoned professionals with experience in the oil and gas industry, including oilfield service operations. They possess extensive experience in manufacturing/assembly, finance, technology development and protection, and research and development.

John Ayers - President, CEO, and Chairman



John is the Founder, President, and Chief Executive Officer of TruClear. He has over 30 years of experience in the oil & gas and construction industries.

John became the President of his family's oil & gas service company, expanding holdings across Texas and NM. Under his direction as CEO and President, John's companies provided total oil & gas services from site preparation to well completion for prominent oil and gas companies.

Patrick Doggett – Executive Vice President



Patrick is an experienced executive who has been with TruClear since 2019. He has a proven ability to lead diverse teams to new levels of success in highly competitive industries, cutting-edge markets, and fast-paced environments. Patrick has solid technical qualifications and a track record of over 30 years of hands-on experience in technology, strategic planning, business unit development, project and product management, and system engineering.

Jerry DeCiccio – Chief Financial Officer



Jerry DeCiccio is the CFO/Controller of TruClear Water Solutions, based in Fort Worth, TX. He has worked as a former Big 4 Supervising Senior Accountant and holds a CPA and a master's degree in accounting. With over 37 years of experience in several dozen startups, he has been COO and CFO for many multinational manufacturing and technology start-ups and the Director of Finance for a public company. Mr. DeCiccio's primary responsibilities at TruClear include overseeing accounting, treasury, and financial reporting.

4. Project Understanding and Approach

Based on the Raw data provided in 5-005 Source Water Analysis, we are confident that we can provide a solution that will exceed current requirements. Below is an overview of the critical reductions observed in the treated water compared to the raw water sample:

1. **Organic and Microbial Indicators**: There is a significant reduction in Adenosine Triphosphate (ATP), indicating a drastic decrease in microbial content, from 516,420 ME/mL in raw water to just 22,640 ME/mL in treated water, marking a 95.62% reduction.
2. **Chemical Properties**: The pH level was adjusted from 7.42 to a slightly more acidic 6.50, which can help in specific treatment contexts. Total Dissolved Solids (TDS) were nearly halved, from 955 mg/L to 463.8 mg/L, indicating improved water purity.
3. **Metals and Non-metals**: Significant reductions were observed in several key contaminants:
    - Chlorides were reduced by 55.47% from 731.4 mg/L to 325.7 mg/L.
    - Nitrate levels were effectively reduced from 0.07 mg/L to non-detectable levels, demonstrating the system's capability to handle nitrogen compounds.
    - Arsenic, a critical contaminant due to its toxicity, was reduced by 89.29%, from 0.028 mg/L to 0.003 mg/L.
4. **Physical Characteristics**: Turbidity, an indicator of water clarity, saw an 87.55% reduction, indicating clearer water. This is crucial for both aesthetic qualities and the effectiveness of other water treatment processes which may be hindered by high turbidity.
5. **Total Suspended Solids (TSS)** and **Hydrogen Sulfide (H_2S)**: TSS was dramatically reduced from 1.06 mg/L to 0.02 mg/L, and H_2S from 3 ppm to non-detectable levels, showcasing the system's capability to remove both visible particles and toxic gases effectively.

These reductions underline the TruClear system's robust performance in enhancing water quality across various parameters, making it an effective solution for municipal and industrial water treatment applications. The data indicates that the system significantly reduces harmful constituents and adjusts water chemistry to create safer, cleaner water.

Methodology and Approach

TruClear's methodology and approach to water pre-treatment operations starting at 5 million GPD and moving up to twenty (20) million GPD involve a strategic combination of advanced technological integration, scalable infrastructure planning, and rigorous operational protocols. The process begins with a comprehensive assessment of the existing water treatment facilities and the specific challenges the target contaminants pose. This assessment guides the customization of the TruClear system to meet Midland's precise needs, ensuring that the treatment capacity is optimized for current demands and scalable for future expansions.

The core of TruClear's approach is the deployment of its proprietary Advanced Molecular Oxidation (AMO) technology, which is highly efficient in breaking down complex contaminants without the use of harmful chemicals. The installation phase involves setting up modular treatment

units designed to be incrementally scalable. These units can be easily expanded or adapted, allowing for a flexible response to increasing water demands or changing regulatory requirements. Operational protocols are established to ensure consistent and efficient treatment performance. This includes continuous monitoring of treatment efficacy, regular maintenance of the equipment, and systematic training for local operators. TruClear's proactive engagement in operational oversight helps maintain high standards of water quality and compliance with environmental regulations, paving the way for the system to handle larger capacities seamlessly. This phased and flexible approach ensures that TruClear can meet its commitment to expanding treatment capabilities while maintaining the integrity and effectiveness of its water treatment solutions.

Project Requirements

Midland's drinking water has been found to contain vanadium, arsenic, and various perfluorinated substances like PFOS and PFOA. According to the Environmental Working Group (EWG), the levels of vanadium in the water supply exceed health guidelines.

To ensure the water supply meets health guidelines, vanadium, arsenic, and perfluorinated substances must be removed and reduced cost-effectively.

Example Site Setup


Municipal setup for the pre-treatment of drinking water



Municipal setup for the pre-treatment of drinking water

5. Project Execution Plan

Structure

Water Operations Field Supervisor

The Water Operations Field Supervisor is a hands-on leadership role that plans and oversees daily operations and field staff to ensure service excellence in the field. This position assists in hiring, onboarding, and training new treatment technicians and field staff. It also assists with customer relations and may serve as a point of contact with customers regarding field operations.
Paul Smith - Water Operations Field Superintendent
Jeremy Bellman - Water Operations Field Supervisor

Duties include but are not limited to:

- Oversee field operations and field staff.
- Assist with hiring, onboarding, and training new operators and field staff.
- Provide coaching, ongoing training, and performance evaluations of field staff.
- Ensure employees adhere to best practices, following safety guidelines and procedures.
- Lead employees to encourage maximum performance and dedication.
- Assessing and implementing improved processes and new technologies and collaborating with management regarding implementing these improvements.
- Leading hands-on with field operations and assuming regular duties expected of Water Treatment Techs.
- Assuming responsibility for special projects and assignments as assigned by Management.

Water Treatment Technician

The water Treatment Technician operates, monitors, and maintains water treatment equipment.
Adam Crowley - Treatment Operations Technician / Lead

Duties include but are not limited to:

- Rig up equipment on site, ensuring proper connection of all plumbing and electrical equipment.
- Monitor equipment, operating conditions, meters, and gauges and troubleshoot accordingly.
- Record readings and operational data using a laptop or handheld device.
- Collect water samples for testing and monitoring.
- Inspect equipment regularly to ensure proper working order.
- Accurately documenting and record keeping of water sampling, testing, and readings.
- Clean and maintain equipment and perform equipment maintenance as necessary.
- Observing safe working practices, rules, and regulations ensures all safety standards are met.
- Maintain a secure, safe, and clean working environment.
- Performing other duties as assigned.

Engineer

The Engineer utilizes industry knowledge and process improvement methods to research, develop, and implement best practices for providing effective and efficient water treatment. The Engineer partners with the management team to execute company initiatives and strategies efficiently.
Jarod Reynolds, P.E. – Water Engineer

Duties include but are not limited to:

- Research and recommend best practices for various water treatment applications.
- Assisted in developing technical solutions from concept selection to design development, installation, and commissioning.
- Review and critique water treatment system proposals, plans, and designs.
- Collaborate with technical staff to address design, research, and testing issues.
- Provide practical input into business development and drafting of proposals.
- Offer guidance and expertise to other departments and staff with questions and problems related to process improvement operations.
- Assess and implement improved processes and new technologies, collaborating with management and field operations to implement these improvements.
- Assumes responsibility for special projects and assignments as assigned.

HSE Field Operations Manager

Safety managers are responsible for planning, implementing, and overseeing workplace employee safety. Their primary duty is to ensure that the company complies with and adheres to Occupational Health and Safety (OHS) guidelines to reduce work-related injuries.
Carl Strauss – HSE Manager

Duties include but are not limited to:

- Monitor and document safety issues and compliance in specific job sites and operations.
- Provide site-specific safety training for employees on policies, regulations, and procedures.
- Inspect and verify company compliance with job site-relevant safety regulations.
- Maintain accurate and current records in accordance with guidelines.
- Create incident reports, report site metrics, and document injuries to institute changes that lead to a safer environment.

6. Technical Approach

Electrolysis Overview

Electrolysis is when an electric current induces a chemical change in a substance. This typically involves the movement of electrons, leading to either the loss or gain of electrons (oxidation or reduction). The process is conducted in an electrolytic cell comprising two electrodes—the cathode (negative) and the anode (positive)—immersed in a solution containing ions. These ions migrate towards the electrodes, where they either gain electrons and are reduced or lose electrons and are oxidized. The reactions can result in neutral elements or new molecules forming, sometimes involving the electrodes dissolving as they donate electrons.

The TruClear System

The TruClear system employs specialized technology to enhance this process uniquely. This development ensures the electrodes remain intact, thus extending the system's durability and operational efficiency. The system is especially adept at processing drinking and wastewater, which interacts directly with the electrodes, facilitating a more effective and thorough contaminant degradation.

The TruClear AMO technology also supports operation at higher current densities, enabling advanced electrochemistry capabilities. This system can break down larger quantities of contaminants, even those with stronger chemical bonds. Notably, the system facilitates the formation of reactive species such as Hypochlorite, Free Chlorine, Hydroxyl, and superoxide (in produced water), which are crucial for effective water treatment. Additionally, it influences the Iron redox process, affecting the colloidal and magnetic properties of the solution. Post-treatment, the particle size of contaminants is significantly reduced from 180 microns to less than one micron, demonstrating a high-efficiency level.

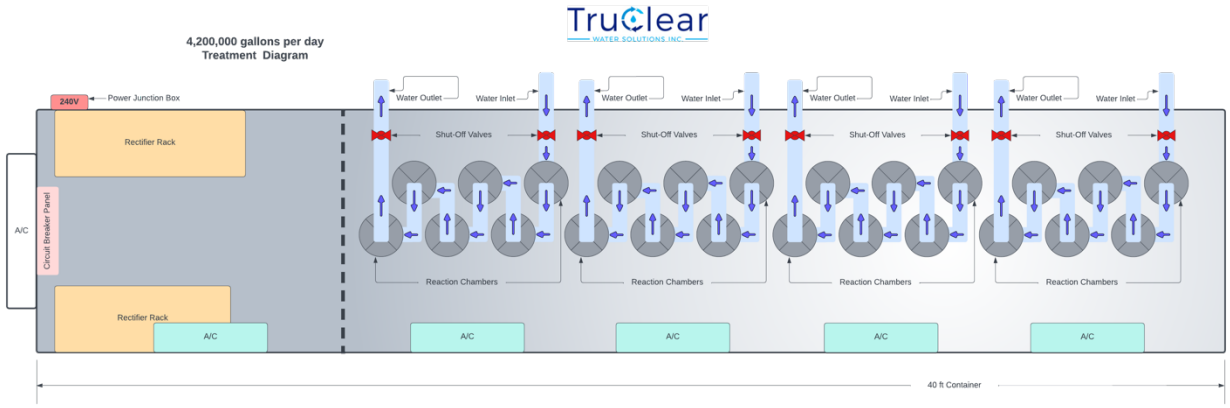
Technical Specifications

TREATMENT SYSTEM BRAND NAME:
TruClear Advanced Molecular Oxidation® (AMO®) Treatment Unit.
PRODUCT NUMBER:
FW-AMO-4.2M

ON-SITE EQUIPMENT

1) 2 – 4.2M GPD Advanced Molecular Oxidation® (AMO®) Treatment Units.
2) Above-ground EQ Tanks as needed.
3) Pumps for recirculation as needed.
4) Polyline, headers, and connections as needed.

Treatment Unit Diagram – FW-AMO-4.2M



Treatment Unit Photos - FW-AMO-4.2M







7. Cost Proposal

TruClear operates as a service-oriented company, avoiding capital expenditures (capex) in favor of operational expenditures (OPEX) for its customers. This model benefits clients by minimizing upfront investments, as they are not required to purchase or own the equipment. Instead, TruClear manages all aspects of equipment provisioning and maintenance, ensuring that clients enjoy seamless, uninterrupted service without the burden of repair or upgrade costs. This approach reduces the financial risk associated with significant capital investments and enhances client budget predictability and flexibility.

Moreover, as TruClear assumes full responsibility for maintenance, clients can focus on their core business activities without worrying about the operational reliability of their systems. This responsibility includes regular updates and technological upgrades, ensuring that services remain cutting-edge and efficient. By leveraging TruClear's expertise, clients gain access to high-quality, well-maintained equipment and services, which translates into improved operational efficiency and potentially lower overall costs. Additionally, TruClear offers volume discounts that further reduce costs as client usage increases, making this service model even more attractive to businesses looking for scalable and adaptable solutions. This approach positions TruClear as an appealing partner that facilitates operational excellence.

Treatment Costs:

Water Treatment Cost Breatdown

Daily Volume (GPD)	Cost Per Gallon	Estimmated Monthly Costs
5,000,000	$ 0.00080	$ 120,000.00

Capital Expendature	$ -
Maintenance	$ -
Employee Costs	$ -

Responsibilities

Provider will furnish labor, Water treatment materials, and equipment as needed. Provider's obligations to perform and deliver the Work include:

1. Crew, as needed.
2. Treatment Unit
3. Pumps
4. Tanks
5. Other commitments agreed to in writing.

The City of Midland agrees to provide additional equipment to support the pre-treatment of their Untreated Water, including:

1. Lights
2. Containment if needed.
3. Electrical Source for unit and pumps.
4. Bathroom
5. Trash
6. Other commitments agreed to in writing.

8. Quality Assurance Protocols

Standards

TruClear is committed to maintaining its services' highest quality and safety standards, underscored by our adherence to rigorous standards and certifications. A key aspect of our commitment to excellence is our NSF-61 certification. This certification ensures that the products and materials we use meet strict regulatory criteria for safety and are suitable for processing drinking water. NSF-61 certification is critical for companies involved in manufacturing and maintaining equipment that comes into contact with potable water, as it assures that these components do not leach harmful contaminants into the water supply.

Achieving and maintaining NSF-61 certification requires continuous compliance with stringent health effects standards, which TruClear meets through regular product testing and quality control processes. This reinforces our dedication to safety and quality and builds trust with our clients, knowing they are partnering with a service provider that prioritizes their health and regulatory compliance. For our clients, this means enhanced reliability and assurance that the services and products provided by TruClear adhere to the highest possible standards, protecting their interests and the health of their customers.

Quality

TruClear adheres to stringent quality control standards and takes pride in manufacturing our water treatment equipment in-house. This end-to-end control over our manufacturing process allows us to ensure that each piece of equipment meets our high standards of quality and efficiency. Specifically, our electrolysis reaction chambers, a critical component of our treatment systems, undergo individual pressure and connectivity tests to guarantee operational integrity and safety.

Once an electrolysis reaction chamber passes these rigorous tests, it becomes part of a larger assembly known as a skid. Each skid is tested once completed and installed, ensuring all

components function harmoniously within the integrated system. This layered approach to testing—at both the component and the system levels—assures us that our equipment will perform reliably in the field. By controlling our treatment systems' production and thorough testing, TruClear ensures that our clients receive only the most dependable and effective solutions tailored to their needs.

9. Conclusion

In conclusion, TruClear's proposal to the City of Midland represents a forward-thinking approach to tackling water quality enhancement. Our Advanced Molecular Oxidation (AMO) technology offers a powerful solution for removing harmful contaminants such as vanadium, arsenic, PFOS, and PFOA from the city's water supply. This technology ensures the water treatment meets the strictest health and environmental standards without using hazardous chemicals.

By adopting TruClear's innovative system, the City of Midland can expect a significant improvement in water quality, contributing to public health and environmental sustainability. Our solution's scalability provides the flexibility to expand and adapt to future needs, ensuring long-term viability and compliance with evolving water quality standards. Moreover, our commitment to high standards in manufacturing and maintenance, backed by our NSF-61 certification, underscores our dedication to delivering only the safest and most reliable water treatment solutions.

We are confident that our partnership with the City of Midland will set new benchmarks in municipal water treatment. TruClear is not just a service provider; we are partners in ensuring that every resident has access to safe and clean drinking water. We look forward to moving ahead with this project and are confident that together, we can achieve exceptional results for the community of Midland.

10. Appendices

Supporting Documents

Supporting site layout will be provided once Midland awards the contract and provides site information.

Detailed diagrams or blueprints

This will be added once Midland awards the contract and provides site information at the "No Trees" site.

TruClear Pricing Breakdown

RFP 24004269
for
Advanced Groundwater Pre-treatment System

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

TruClear Water Solutions
8496 W. Overland Trail
Abilene, TX 79603
325-695-0299

Pricing Breakdown

Water Treatment Cost

Daily Volume (GPD)	Cost Per Gallon	Estimated Monthly Costs
5,000,000	$ 0.0008	$ 120,000.00

Cost per 1000 Gallons	Cost Per Barrel
$0.80	$0.0336

Cost Overview

TruClear primarily uses an operational expenditure (OPEX) model, which means that its clients don't have to make significant initial investments and can instead focus on minimizing upfront capital expenses. This benefits the City of Midland as it allows for greater flexibility in budgeting and financial planning. Additionally, volume-based discounts are available.

Capital Expenditure	$0.00
Maintenance	$0.00
Employee Costs	$0.00

Treatment Costs

The specifics of the treatment costs include:

- **Labor and Material**: TruClear will provide labor, water treatment materials, and equipment.
- **Service Provision**: The contract includes ongoing maintenance and updates to the equipment, which ensures high operational efficiency and reduces the likelihood of unforeseen expenses related to equipment failures or upgrades.

Responsibilities of TruClear

TruClear is responsible for:

1. Provisioning a crew as required.
2. Deploying the treatment unit.
3. Supplying necessary pumps and tanks.
4. Fulfilling other commitments as agreed upon in writing.

Responsibilities of the City of Midland

The City of Midland will provide:

1. Necessary lighting for the treatment units.
2. Containment if needed.
3. Electrical sources for the treatment unit and pumps.
4. Basic amenities such as bathroom facilities and trash disposal.
5. Other supports as agreed upon in writing.

Quality Assurance and Compliance

TruClear adheres to high quality and safety standards, as highlighted by its NSF-61 certification. This ensures that all materials and products used in the water treatment are safe and do not leach harmful contaminants into the water supply.

Financial Benefits

- **Reduced Capital Expenditure**: Since the equipment is not purchased but provided as a service, the City does not incur the high initial costs typically associated with such projects.
- **Predictable Spending**: Regular updates and maintenance are managed by TruClear, thus offering predictable operational costs.
- **Scalability**: The service model is designed to be scalable, which is crucial for future expansions as outlined in the city's plans to increase capacity from five (5) million GPD to twenty (20) million GPD.

Conclusion

TruClear has designed its pricing model and service delivery to ensure the City of Midland receives maximum efficiency and financial benefit. Our focus is on maintaining operational excellence and complying with environmental and safety standards. This approach, combined with volume-based discounts, helps to maintain predictable operational costs while ensuring that the water treatment infrastructure remains up-to-date and capable of meeting the city's evolving needs.

EXECUTION OF OFFER

Date: 5-17-24

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

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

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

This offer consists of pages number 1 through 18.

Offeror/ COMPANY: TruClear Water Solutions, Inc.

SIGNATURE (INK):

NAME: (TYPED/PRINTED) John Ayers

TITLE: President and CEO

STREET: 8496 W. Overland Treal

CITY/STATE/ZIP: Abilene / Texas / 79603

TELEPHONE: (325) 695-0299 FAX:

E-MAIL ADDRESS: jayers@truclearwater.com

MIDLAND

24004269

Advanced Groundwater Pre-Treatment System

Addendum # 1

The following is provided as a matter of clarification for all bidders:

Does the existing piping, pump capacity, and distance from Tbar to the 5 million gallon tank in Notrees. Is it possible to provide the piping layout?

The pumping/piping capacity is 20MGD. The distance from Tbar pump house to the intermediate ground storage tank is 26 miles. The piping is considered classified because it is for water delivery. It will be shared with the awarded bidders.

A bond is not required for the initial proposal but will be for the awarded bidder of the proposal.

Power for the project will be supplied by the City's infrastructure.

For the proposal, assume that any structures will need to be provided.

Work hours are 24/7 operations.

Please return the addendum with your bid by the closing date. All other terms and conditions shall remain the same.

Bidder Authorized Signature

5-13-24
Date

MIDLAND

24004269

Advanced Groundwater Pre-Treatment System

Addendum # 2

The following is provided as a matter of clarification for all bidders:

Please see the updated RFP:

1.23.4. The initial contract(s) term is for a period of ~~eighteen (18) months~~ one (1) year and can be negotiable. Renewals of the contract may be made at five (5) year intervals, not to exceed a total of twenty (20) years, at the City's option.

For drinking water applications, the TCEQ requires the process media and any chemicals used to be certified as American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 61.

Clarification:

For any Innovative/Alternate Treatment, the City of Midland and the approved proposer will follow the TCEQ procedure for Requesting an Exception to Provide Innovative/Alternate Treatment. Here is a link to the procedure:
https://www.tceq.texas.gov/drinkingwater/technical_guidance/staff_guidance/treatment/innovative-alternative-treatment

Please return the addendum with your bid by the closing date. All other terms and conditions shall remain the same.

Bidder Authorized Signature

5-13-24
Date

MIDLAND

24004269

Advanced Groundwater Pre-Treatment System

Addendum # 3

The following is provided as a matter of clarification for all bidders:

Will the City or the Contractor be responsible for running the electricity from the City of Midland power source to the pre-treatment system?

The contractor will deal with running the electricity.

How many amps are available for 3-phase power at the pre-treatment site?

Regarding the T-Bar Well Field:

System Capacity: 7.9 MVA

Demand Capacity: 6.1 MVA

Available Capacity: Approximately 1.8 MVA

When do you plan to begin construction, and when would be the expected time to bring it online?

Construction will be based on the technology approved and why timeline if any it takes to get through TCEQ.

Will we be pulling from the 2MM galloon storage tank and pumping back into the 2MM gallon tank or will we be receiving directly from the wells and pumping into the 2MM galloon storage tank?

Determined by the design and technology of the contractor.

MIDLAND

If no pre-storage is currently available, is there room to construct a pre-treatment vessel?

There is room available.

Please return the addendum with your bid by the closing date. All other terms and conditions shall remain the same.

Bidder Authorized Signature

5-13-24
Date

MIDLAND

24004269

Advanced Groundwater Pre-Treatment System

Addendum # 4

The following is provided as a matter of clarification for all bidders:

Will the City of Midland be extending the due date?

The City will not be extending the due date.

Please return the addendum with your bid by the closing date. All other terms and conditions shall remain the same.

Bidder Authorized Signature

5-13-24
Date

City Council Meeting

Item Number: 9

Meeting Date: July 9, 2024

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AWARDING A CONTRACT IN THE AMOUNT OF $105,000.00 FOR THE POLICE DEPARTMENT TRAINING ACADEMY SHOWER UPGRADE PROJECT TO MID-TEX OF MIDLAND, INC.; AND APPROVING $10,500.00 FOR PROJECT RELATED EXPENSES (DISTRICT: NONE) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)

Purpose:

Resolution awarding a contract to Mid-Tex of Midland, Inc. of Midland, Texas for the Police Department Training Academy Shower Upgrade Project through PACE contract P00250-G5-MTM for the cost of $105,000.00 plus a contingency of $10,500.00 for a total project cost of $115,500.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the General Fund operating budget.

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

Staff is recommending awarding a contract to Mid-Tex of Midland, Inc. of Midland, Texas for the Police Department Training Academy Shower Upgrade Project through PACE contract P00250-G5-MTM. We are members of this cooperative and Subchapter F, Section 271.102 of

the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. Please see attached memo from Regina Stephenson, Director of General Services, for additional information.

Therefore, please consider a resolution awarding a contract to Mid-Tex of Midland, Inc. of Midland, Texas for the Police Department Training Academy Shower Upgrade Project through PACE contract P00250-G5-MTM for the cost of $105,000.00 plus a contingency of $10,500.00 for a total project cost of $115,500.00.

Morris Williams Jr.

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Morris Williams, Deputy City Manager

FROM: Regina Stephenson, General Services Director

SUBJECT: 24005493 Police Department Training Academy Facility Shower Upgrade Project

DATE: June 25, 2024

The Police Training Academy which is located at 4214 FM 307, Midland, Texas is approximately 30 years old. The training facility's showers/restrooms are in dire need of repair. The cost for the upgrade was budgeted for FY2024.

We received 2 quotes from vendors through purchasing cooperatives and the apparent low bidder is Mid-Tex of Midland, Inc. for $105,000.00. Due to the age of the facility, staff recommends adding a 10% contingency for unforeseen work. Adding a 10% contingency will bring the possible cost of the project to $115,500.00.

Therefore, please consider a resolution awarding a contract for the Police Department Training Academy Facility Shower Upgrade Project to Mid-Tex of Midland, Inc. of Midland, Texas for a cost of $105,000.00 plus a contingency of $10,500.00 for a total project cost of $115,500.00.

Please let me know if you have any questions.

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT IN THE AMOUNT OF $105,000.00 FOR THE POLICE DEPARTMENT TRAINING ACADEMY SHOWER UPGRADE PROJECT TO MID-TEX OF MIDLAND, INC.; AND APPROVING $10,500.00 FOR PROJECT RELATED EXPENSES

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

WHEREAS, Mid-Tex of Midland, Inc., has submitted a total proposed cost to the City of $105,000.00 through PACE for the work associated with the Police Department Training Academy Shower Upgrade Project; and

WHEREAS, the Council finds the price proposed by Mid-Tex of Midland, Inc., through PACE for the work associated with the Police Department Training Academy Shower Upgrade Project to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to award a contract for the Police Department Training Academy Shower Upgrade Project to Mid-Tex of Midland, Inc.; and

WHEREAS, the City Council finds it to be in the public interest to approve $10,500.00 for project related expenses;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Mid-Tex of Midland, Inc., in the amount of $105,000.00, through PACE, for the Police Department Training Academy Shower Upgrade Project. Said contract being in a form substantially similar to Exhibit A, which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That the sum of $10,500.00 for project related expenses is hereby approved.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Mid-Tex of Midland, Inc., in accordance with the provisions of the above-referenced contract, from funds available in the General Fund operating budget upon receipt of proper invoices or statements approved by the City Manager.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

THE CITY OF MIDLAND

CONTRACT

Contract No. 24005493

THIS CONTRACT, effective the 10th day of July 2024 by and between the City of Midland, hereinafter referred to as "CITY", and Mid-Tex of Midland, Inc., hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 105,000.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for labor, material, equipment and supervision necessary for the Police Department Training Academy Shower Upgrade Project. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 90 calendar days after release to proceed.

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

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

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

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

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

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

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

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

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

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

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

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

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

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

20. **Insurance:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

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

APPROVED ONLY AS TO FORM

_____
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 Mid-Tex of Midland, Inc., known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____day of _____, 20____.

_____
Notary Public, State of _____

EXHIBIT "A"

Mid-Tex of Midland, Inc.
5206 West Wadley
Midland, Texas 79707
Phone: (432) 697-2282
Fax: 694-9627

BID PROPOSAL

June 24, 2024

Client:
City of Midland
P.O. Box 1152
Midland, Texas 79702

Project:
City of Midland Police Training Grounds
Shower & Bathroom's Renovations
Project Number:

Attention: Ms. Regina Stephenson (432) 685-7233 rstephenson@midlandtexas.gov

Mid-Tex of Midland, Inc. hereby proposes to furnish all labor, material and necessary incidentals to complete the following renovations as requested and as listed below:

1. Renovation to the Men's and Women's shower rooms, as requested. $105,000.00

*** Work to be done during normal business hours.

Workman's comp and liability insurance
Supervision, clean-up & haul trash
PACE eGordian Contract #: P00250-G5-MTM

ALL OF THE ABOVE FOR THE LUMP SUM COST OF: ***$105,000.00***

All material is Guaranteed to be as specified. All work to be completed in a professional workmanlike manner according to standard practices. Deviations from the above specifications involving extra expense, will be executed only upon written orders, and will become an extra charge to this estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.
Invoices due and payable upon completion of work. Finance charges of maximum allowable by law will be levied on all balances 30 days past due.
This estimate is valid for thirty (30) days.

Respectfully;

T. Alan White
T. Alan White alan@midtexofmidland.com
President

Approved;

Date Approved:

Police Department Training Academy Shower Upgrade Specifications

Shower Rooms –

1. Demolish wall finishes in showers
2. Demolish step at showers
3. Demolish toilet partitions
4. Demolish toilet accessories
5. Demolish flooring and ceilings
6. Demolish toilets, urinals and sinks
7. Demolish lighting
8. Install new Durock cement board and shower pans in existing shower areas
9. Install new ceramic tile in showers on walls
10. Install new ceramic floor tile
11. Install new ceilings
12. Install new toilet partitions
13. Install new toilet accessories
14. Install new shower doors
15. Install curtain in women's area
16. Install new benches
17. Install shelving over sinks
18. Install 3 new exhaust fans
19. Install 1 new HVAC return grill
20. Install 3 new GFCI plugs
21. Install new plumbing fixtures in existing spots
22. Install new can light in shower
23. Install 4 new 2' x 2' LED light fixtures

EXHIBIT C

Bonding Requirements

The successful bidder shall be required to furnish a Performance & Payment Bond* for bids in excess of $50,000.00, in an amount equal to one hundred percent (100%) of the total contract price, such bond to be executed in five (5) original counterparts by a Corporate Surety authorized to do business in the State of Texas and acceptable to the City of Midland. All bonds must be executed on forms contained in these contract documents. The form of agreement which the successful bidder, as contractor, will be required to execute is also included herewith. The form of agreement and the form of the bonds should be carefully examined by the bidder.

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

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

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

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

"General Decision Number: TX20240261 01/05/2024

Superseded General Decision Number: TX20230261

State: Texas

Construction Type: Building

County: Midland County in Texas.

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

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

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

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

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

Modification Number	Publication Date
0	01/05/2024

BOIL0074-003 07/01/2023

	Rates	Fringes
BOILERMAKER	$ 37.00	24.64

ENGI0178-005 06/01/2020

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

IRON0084-011 06/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 27.51	8.13

PLUM0404-001 09/01/2022

	Rates	Fringes
PLUMBER	$ 28.64	10.65

SUTX2014-037 07/21/2014

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

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

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

PIPEFITTER.....$ 25.80 8.55

ROOFER.....$ 14.75 ** 0.00

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

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

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

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

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

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

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

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

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

==========

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

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

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

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

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

Union Rate Identifiers

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

Union prevailing wage rates are updated to reflect all rate

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

City Council Meeting

Item Number: 10

Meeting Date: July 9, 2024

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AUTHORIZING THE PURCHASE OF A THREE YEAR RENEWAL OF MICROSOFT ENTERPRISE LICENSING FROM SOFTWARE ONE, INC., THROUGH THE INTERLOCAL PURCHASING SYSTEM, FOR THE INFORMATION TECHNOLOGY SYSTEMS DEPARTMENT AT A TOTAL COST OF $1,511,265.51 (DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Resolution approving the purchase of Microsoft Enterprise Licensing from SoftwareONE Inc. through TIPS contract 210101 for a three year renewal cost of $1,511,265.51.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the ITSD Tech Fund annually.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

Staff is recommending the procurement of Microsoft Licensing from SoftwareONE Inc. through TIPS contract 210101. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F

satisfies any state law requiring the local government to seek competitive bids for those purchases. This is a more efficient process compared to procuring licenses and upgrades throughout the year. It also allows flexibility for continuous projects and upgrades while still maintaining the legality of accounting for Microsoft licensing. Please see the attached memo from Jennifer Frescaz, Chief Information Officer, for further information.

Therefore, please consider a resolution approving the purchase of Microsoft Licensing from SoftwareONE Inc. of Palatine, Illinois through TIPS contract 210101 for a three year renewal cost of $1,511,265.51 for the Information Technology Systems Department.

Morris William Jr.

City Manager's Office

City Council Agenda

DATE: **June 12, 2024**

TO: Erika Martinez, Purchasing Manager

FROM: Gorgees Eskander, Deputy Chief Information Officer

CC: Jennifer Frescaz, Managing Director and Chief Information Officer
Alana Crawford, Assistant Director of Enterprise Applications

SUBJECT: Consider a resolution approving the three-year renewal of the Microsoft Enterprise Agreement for a total cost of $1,511,265.51 through SoftwareONE Inc. via TIPS 210101.

Purpose:
Consider a resolution approving the three-year renewal of the Microsoft Enterprise Agreement for a total cost of $1,511,265.51 through SoftwareONE Inc. via TIPS 210101.

Discussion:
The Microsoft Enterprise Agreement is vital for maintaining our IT infrastructure and supporting the city's daily operations. By renewing this agreement, we ensure that all departments have access to the latest software and security updates, which are critical for productivity and data protection.

The renewal encompasses licenses for key Microsoft products that are foundational to our daily operations. This includes, but is not limited to, Office 365 applications like Word, Excel, Teams, and Outlook; Microsoft Email Server; and the Microsoft Operating System suite utilized across various application servers, databases, and end-user computers. The agreement also provides licenses essential for Multi-Factor Authentication and other significant security enhancements.

The three-year agreement costs $1,511,265.51, distributed as annual payments of $503,755.17, and it's budgeted in the ITSD Tech Fund.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE PURCHASE OF A THREE YEAR RENEWAL OF MICROSOFT ENTERPRISE LICENSING FROM SOFTWARE ONE, INC., THROUGH THE INTERLOCAL PURCHASING SYSTEM, FOR THE INFORMATION TECHNOLOGY SYSTEMS DEPARTMENT AT A TOTAL COST OF $1,511,265.51

WHEREAS, The Interlocal Purchasing System ("*TIPS*") is a cooperative purchasing agency with which the City of Midland (the "*City*") participates with on purchases through a cooperative purchasing program in accordance with Tex. Loc. Gov't Code § 271.102; and ; and

WHEREAS, the Information Technology Systems Department has arranged for the purchase of a three year renewal of Microsoft Enterprise Volume licensing from Software One, Inc., through TIPS for a total cost of $1,511,265.51 as shown on the quote attached hereto as Exhibit "A" and incorporated herein for all legal purposes; and

WHEREAS, the City Council finds the price proposed by Software One, Inc., for said licensing renewal through TIPS to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to authorize the purchase of said licensing renewal from Software One, Inc., through TIPS;

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

SECTION ONE. That the City Manager is hereby authorized and directed to execute such documents necessary to implement the purchase of said licensing renewal for the Information Technology Systems Department from Software One, Inc., at a total cost of $1,511,265.51.

SECTION TWO. That funding shall be available in the ITSD Tech Fund annually.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Software One, Inc., upon receipt of proper invoices or statements approved by the City Manager.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

City of Midland, TX
Jennifer Frescaz
602 N Loraine
MIDLAND, Texas 79701

Date	03/29/2024
Customer No.	US-SCU-149663
External Document No.	TIPS 210101
Your Reference	Renewal Quote (DM)
Account Manager	Phillip Bushman
Your Contact Person	GOV US
E-Mail	gov.us@softwareone.com
Our Tax ID	39-1501504

Quote US-QUO-1163092

Invoice Address

City of Midland, TX
602 N Loraine
MIDLAND, Texas 79701

Shipping Address

City of Midland, TX
Jennifer Frescaz
602 N Loraine
MIDLAND, TX 79701

License Address

City of Midland, TX
602 N Loraine
MIDLAND, Texas 79701

Jennifer Frescaz
ISADMIN@MIDLANDTEXAS.GOV

Pos.	No.	Description / Manufacturer	Disc-Lev.	Format	Start Date / End Date / Lic. Model	Version / OS / Lic. Metrics	Qty.	Unit Price	Sales Tax	Amount (USD)
		TIPS 210101								
		EA#63602781								
		Coverage 08.01.2024 - 07.31.2025								
		12 months								
10	AAD-34704	M365 G3 Unified FUSL GCC Sub Per User			08/01/2024	NON-SPEC/AL				
		Government Monthly Subscription Add Prod			07/31/2025	Non-Specific				
		Microsoft	LEVEL D	SUB	IEA ADD G		1,000	391.56	0.00	391,560.00
20	AAA-12414	Core CAL Bridge for Office 365 per User			08/01/2024	NON-SPEC/AL				
		Government Monthly Subscription			07/31/2025	Non-Specific				
		Microsoft	LEVEL D	SUB	IEA GOV		350	19.80	0.00	6,930.00
30	9GS-00135	Core Infrastructure Server Suite DataCenter Core 2 Lic Core			08/01/2024	NON-SPEC/AL				
		Government 1 Year SA Add Prod			07/31/2025	Non-Specific				
		Microsoft	LEVEL D	MNT	IEA ADD G		24	164.81	0.00	3,955.44
40	312-02257	Exchange Server Standard			08/01/2024	NON-SPEC/AL				
		Government 1 Year SA Add Prod			07/31/2025	Non-Specific				
		Microsoft	LEVEL D	MNT	IEA ADD G		1	126.08	0.00	126.08

50	U4S-00002	O365 G1 GCC Sub Per User			08/01/2024	NON-SPEC/AL				
		Government Monthly Subscription			07/31/2025	Non-Specific				
		Microsoft	LEVEL D	SUB	IEA GOV		350	94.92	0.00	33,222.00
60	SFR-00001	Power Automate GCC Sub Per User			08/01/2024	NON-SPEC/AL				
		Government Monthly Subscription Add Prod			07/31/2025	Non-Specific				
		Microsoft	LEVEL D	SUB	IEA ADD G		5	163.20	0.00	816.00
70	7NQ-00292	SQL Server Standard Core 2 Lic Core Lic			08/01/2024	NON-SPEC/AL				
		Government 1 Year SA Add Prod			07/31/2025	Non-Specific				
		Microsoft	LEVEL D	MNT	IEA ADD G		48	637.80	0.00	30,614.40
80	6VC-01254	Windows Remote Desktop Services User CAL only			08/01/2024	NON-SPEC/AL				
		Government 1 Year SA Add Prod			07/31/2025	Non-Specific				
		Microsoft	LEVEL D	MNT	IEA ADD G		50	23.90	0.00	1,195.00
90	9EA-00278	Windows Server DataCenter Core 2 Lic Core Lic			08/01/2024	NON-SPEC/AL				
		Government 1 Year SA Add Prod			07/31/2025	Non-Specific				
		Microsoft	LEVEL D	MNT	IEA ADD G		245	125.25	0.00	30,686.25
100	LML-00001	Yammer Enterprise GCC Sub Add-on To O365 M365 F3 E5			08/01/2024	NON-SPEC/AL				
		Government Monthly Subscription			07/31/2025	Non-Specific				
		Microsoft	LEVEL D	SUB	IEA GOV		200	0.00	0.00	0.00
110	DDJ-00001	Power BI Pro GCC Sub Per User			08/01/2024	NON-SPEC/AL				
		Government Monthly Subscription			07/31/2025	Non-Specific				
		Microsoft	LEVEL D	SUB	IEA GOV		50	93.00	0.00	4,650.00

Total USD excl. Tax	**503,755.17**
Tax	0.00
Total USD incl. Tax	**503,755.17**

Thank you for your request for quote.

This offer is non-binding. Prices are subject to change if supplier prices or currency values fluctuate.

Unless customer & SoftwareONE have executed a reseller agreement, customer hereby agrees that by placing an order with SoftwareONE customer will be bound by SoftwareONE's terms & conditions, located at www.softwareone.com, and the placement of your order represents your agreement thereto. If Customer is required by law to withhold any tax from amount payable, the amount payable will be increased so that after making all required withholdings, SoftwareONE receives equal to the amount it would have received had no such withholdings been made.

Payment Terms	30 Days net
Shipping Method	Electronic Software Delivery
Quote valid until	03/29/2024

Prices are based on 30 Days net, FOB SoftwareONE. Shipping and Handling and applicable Sales Tax are additional. Once SoftwareONE places an order is placed with a Licensor, Customer's order will be binding and non-cancelable, except as otherwise provided by the Licensor's Return Policies.

CONFIDENTIAL INFORMATION: This Quote, and any attachment is intended only for the person or entity to which it is addressed, and contains confidential and/or privileged information. Any review, retransmission, dissemination or other use of this information to persons or entities other than the intended recipient is prohibited.

View or place within PyraCloud: https://v1.client.softwareone.com/portal/Quotes/DocumentDetail/US/US-QUO-1163092

City Council Meeting

Item Number: 11

Meeting Date: July 9, 2024

To: City Council / City Manager

From: Sara Harris,

Subject: MOTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND STARFIGHTERS SPACE TEXAS, INCORPORATED (DISTRICT: NONE) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)

Purpose:

The Board of Directors of the Midland Development Corporation approved at their regular meeting on July 1, 2024 a resolution authorizing the execution of a memorandum of understanding with Starfighters Space Texas, Incorporated; and authorizing payment therefor

Recommended City Council Action:

Approve

Fiscal Impact:

$237,000.00

Strategic Priority:

(Strong Economy with More Quality Jobs)

Discussion:

This resolution provides reimbursement to Starfighters for costs incurred for transporting an F-104 and two jet engines from Kennedy Space Center to Midland. Reimbursement is contingent upon execution of an economic development agreement with additional mutual obligations.

Morris Williams Jr.

City Manager's Office

City Council Meeting

Item Number: 12

Meeting Date: July 9, 2024

To: City Council / City Manager

From: Laurie Williams, Parks & Recreation Director

Subject: MOTION AUTHORIZING THE EXECUTION OF A FOOTBALL/SOCCER STADIUM NONEXCLUSIVE LEASE AGREEMENT WITH THE MIDLAND INDEPENDENT SCHOOL DISTRICT; SAID AGREEMENT TO PROVIDE FOR THE LEASE OF ASTOUND BROADBAND STADIUM TO THE MIDLAND INDEPENDENT SCHOOL DISTRICT FOR THE PURPOSE OF HOLDING UNIVERSITY INTERSCHOLASTIC LEAGUE FOOTBALL AND SOCCER GAMES AND OTHER APPROVED EVENTS (DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:
To establish a new rental agreement with Midland Independent School District for the District's use of the City-owned Astound Broadband Stadium located at the Scharbauer Sports Complex for UIL events, including football and soccer games, soccer practices, and band practices.

Recommended City Council Action:
Approve

Fiscal Impact:
The contract will generate $150,000 in revenue for the City in its first year. This amount will increase annually by $15,000 over the initial five-year term and each additional one-year extension, for up to three years. Revenue will be deposited into the Scharbauer Sports Complex Fund.

Strategic Priority:
(Quality of Life and Place)

Discussion:

The existing agreement with the Midland Independent School District for the rental of Astound Broadband Stadium was renewed for one year in 2023 and expires on July 31, 2024. The proposed contract will replace the existing contract and introduce a change in fee structure. As a result, the City will continue to recover 100% of its operating costs for hosting District UIL

events at the Stadium, while also increasing funds available for capital replacement and upkeep. The District's board approved the agreement at its June 25th meeting.

Morris Williams Jr.

City Manager's Office

Scharbauer Sports Complex Division
Interoffice Memorandum

Date: June 27, 2024
To: Jose Ortiz, Assistant City Manager
From: Laurie Williams, Interim Community Services Director
Subject: Rental Agreement with Midland ISD for Astound Broadband Stadium at Scharbauer Sports Complex

The existing agreement with Midland Independent School District for the rental of Astound Broadband Stadium was renewed for 1 year in 2023. The current agreement is set to expire July 31, 2024. The new proposed agreement with MISD will have a lease term for five years with an option for three additional one-year renewals. MISD has agreed to the following rent $150,000.00 due on September 1, 2024. The rent would increase by $15,000.00 yearly through out the contract. MISD school board has approved the agreement on the June 25, 2024 school board meeting.

This agreement will allow Astound Broadband Stadium to continue to be the home of the Midland High School and Midland Legacy High School football and boys and girls soccer teams.

FOOTBALL/SOCCER STADIUM NONEXCLUSIVE LEASE AGREEMENT

THIS NONEXCLUSIVE LEASE AGREEMENT ("Agreement") is made and entered into this 25th day of June, 2024, by and between the City of Midland, Texas, a home rule municipal corporation hereinafter referred to as (the "City"), and Midland Independent School District ("MISD") pursuant to the Interlocal Cooperation Act as codified in Chapter 791 of the Texas Government Code, regarding the lease of certain City-owned property and facilities to MISD.

WHEREAS, the City is a governmental entity of the state of Texas and is authorized by its City Council to enter into this Agreement; and

WHEREAS, MISD is a governmental entity of the state of Texas and is authorized by its Board of Trustees to enter into this Agreement; and

WHEREAS, the City owns and operates a certain football/soccer stadium as part of the Scharbauer Sports Complex located in the corporate limits of the City of Midland, Texas; and

WHEREAS, MISD desires to lease these facilities for its UIL events; and

WHEREAS, the governing bodies of the City and MISD find it to be in the public interest to enter into this Agreement;

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, the parties have agreed and do hereby agree as follows:

ARTICLE I - MUNICIPAL FOOTBALL/SOCCER STADIUM

Section 1. **Conveyance of Leasehold:** The City does hereby let and demise to MISD its football/soccer stadium (the "Stadium").

Section 2. **Lease Term:** The term of this Agreement shall be from August 1, 2024, until July 31, 2029 (the "Initial Lease Term"). This Agreement may be extended for three (3) additional one (1) year periods (each, a "Renewal Lease Term") upon the mutual written consent of the parties. The Initial Lease Term and any Renewal Lease Term are collectively referred to herein as the "Lease Term." Notwithstanding the foregoing, this Agreement may be terminated prior to the expiration of the Lease Term as provided herein.

Section 3. **Right of Occupancy:** MISD shall have the right to use the Stadium during the Lease Term for holding UIL football and soccer games associated with its

athletic programs and for holding UIL marching band events associated with MISD's programs.

Section 4. Stadium Use:

A. Football and Soccer Games: MISD may use the Stadium for the playing of University Interscholastic League ("UIL") football and soccer games in which an MISD team is a participant and for events associated with MISD's UIL marching band programs (collectively, the "Events"). The Stadium may be used as the home stadium of MISD's football and soccer teams. MISD shall provide a schedule to the City of all football games to be played in the upcoming season no later than April 15 preceding the season during each year of the Lease Term. MISD shall provide to the City a schedule of all soccer games to be played in the upcoming season no later than September 30 preceding the season during each year of the term. MISD shall provide to the City a schedule of all marching band events to be conducted at the Stadium no later than July 1 each year of the Lease Term. Playoff games in which an MISD team is a participant need not be scheduled by the April 15 and September 30 deadlines specified herein and shall have priority scheduling. Notification must be made to the City as soon as a playoff game is scheduled at the stadium. Notwithstanding any contrary provisions contained herein, the City specifically reserves the right to lease the Stadium to third parties.

B. Other MISD UIL Events: Upon receiving the City's prior consent, which shall not be unreasonably withheld, MISD may host other UIL events in the Stadium during the Lease Term, which are deemed to be "Events" under this Agreement. Any such Events must be scheduled at least ninety (90) days in advance, and the scheduling of any such Event shall be subject to prior scheduling of non-MISD events by the City.

C. Available Facilities: MISD will have available for its use during all scheduled Events the field house, press boxes, the north community room, ticket booths, and parking lot. Following such scheduled Events, MISD shall ensure that the Stadium and foregoing facilities are left clean and maintained in good working condition, normal wear and tear excepted. No person shall be admitted to the press box during Events without MISD or City of Midland prior approval.

D. Restrictions on Use: No flammable liquids, pyrotechnics or other ignitable materials may be used in the Stadium. Smoke machines specifically designed to be safely used in a facility such as the Stadium, and which will not result in any damage to the playing surface, will be allowed. Confetti, glitter, flour, and other such materials that are difficult to clean are prohibited in the Stadium and MISD agrees to pay to the City an additional cleaning fee associated with cleaning such materials admitted into the Stadium. Additionally, MISD agrees to vigorously enforce the City's clear bag policy, to include diaper bags, for all attendees of Events. The City agrees to provide updated signage to be

placed at all entrance gates which clearly defines the City's "clear bag policy" to include diaper bags.

E. Unscheduled Events: Any Events not scheduled by the dates specified in Article I.4.A may be played at the Stadium only with prior City approval.

F. Football and Soccer Practices: Football and soccer practice sessions may be conducted at the Stadium subject to all other scheduled events. Notice must be given to the City of Midland and approval must be in writing. MISD shall provide a soccer practice schedule to the City no later than October 15 preceding the season during each year of the Lease Term. After MISD provides such soccer practice schedule to the City, the City may independently and unilaterally elect to schedule non-MISD events at the Stadium, during previously-designated MISD practice dates, no more than five (5) times per year during the term of this Agreement ("City Override Events"). The City shall provide notice to MISD, in written or oral form, as soon as practicable after any City Override Event is scheduled. Additional City Override Events beyond the five (5) per year described herein shall require the mutual written consent of the Parties.

G. Other MISD Events: Other MISD Events may be scheduled at the stadium with City of Midland Approval in writing and are subject to established rental rates.

Section 5. Reservation of Rights: The City specifically reserves the right to hold special recreational, amusement, entertainment, and civic sporting events in the Stadium at times that the Stadium is not in use by MISD, subject to coordination with MISD. MISD understands that the City has the right of occupancy at any time that there is not an Event scheduled according to the terms in Article I.4 during the Lease Term and may use the Stadium for any purpose during such times.

Section 6. Rent:

A. Rent: MISD shall pay in advance to the City for the use, occupancy, and operation of the Stadium the sum of $150,000.00 per year and as adjusted pursuant to Article II.11, with payment to be made on or before the 1st day of September of each year during the Lease Term beginning on August 1, 2024.

B. Club/Suite Seating: No club/or suite seating will be sold by MISD or the City during MISD events.

C. Late Charge: If MISD fails to make a payment due under this Agreement, the City shall collect a late charge of one and one-half percent (1.50%) per month on the unpaid sum beginning with the date such payment was due. The interest charged on any late payment shall not exceed the amount allowed by Texas law.

D. Ticket Sales: MISD shall retain all revenues generated from ticket sales from MISD Events at the Stadium. For the avoidance of doubt, the term "MISD Events" shall not include any UIL sponsored event, football, soccer or otherwise, in which an MISD team is not a participant. The City shall retain all revenues generated from ticket sales at all other events held at the Stadium.

E. Delay of Stadium Opening: If for any reason the Stadium is not ready for use as described in this Agreement at the beginning of the Lease Term, the rent payments described herein shall be prorated.

Section 7. Concession Rights:

A. The City shall receive one hundred percent (100%) of the net concession revenue derived from sales during all events.

B. Notwithstanding any contrary provision contained herein, the City retains the right to grant an exclusive concession franchise during the Lease Term. If the City grants an exclusive concession franchise during the Lease Term, or if an exclusive concession franchise is in effect during the Lease Term, no concessions, as defined in Article I.7.A, may be sold except by the City's franchisee; provided, however, that MISD may allow its employees, agents, and booster clubs to sell concessions in the parking lot(s) and pavilion areas of the Stadium prior to MISD events. Any such MISD sales shall cease no later than the commencement of each event.

C. Neither Party shall allow the sale or consumption of alcoholic beverages during UIL events.

D. All food, drinks, beverages, confections and other items sold or kept for sale at the Stadium shall conform in all respects to the federal, state and city regulations, and shall be subject to inspection and approval or rejection by the City/County Health Officer or such officer's duly authorized representative.

Section 8. Advertising:

A. The City may consult with MISD regarding videoboard advertising on an as needed basis. Any such consultation shall occur no later than five (5) business days prior to any scheduled event in order to allow MISD sufficient time to prepare for the event. Further, there shall be no signage or advertising placed within ten (10) feet of the videoboard without the written permission of the City.

B. The content and appearance of any advertising at the Stadium or its related facilities shall be subject to the sole approval of the City. While MISD is not required to obtain pre-approval for all proposed advertisements, MISD acknowledges and agrees that:

(i) final approval of any advertisement shall rest with City, and such approval by the City shall not be unreasonably withheld; (ii) MISD shall be solely responsible for any third-party claims resulting from City's denial of a proposed advertisement; and (iii) MISD shall not allow the sale of or advertisement of tobacco or alcoholic beverages at the Stadium.

C. Any advertising sold by MISD must only be displayed during the Event, and must be removed at the end of each Event. No advertising may be attached to any part of the Stadium with zip ties, rope, tape, or other method that may cause damage, as determined by the City.

D. Prior to August 1, 2024, the Parties hereby agree to collaborate and determine two mutually agreeable locations at the Stadium where MISD may mount previously-purchased, semi-permanent signage, which the City has previously reviewed and approved for display. Any and all costs related to the installation of such signage will be borne by MISD.

Section 9. Parking Facilities:

A. The City shall make available the existing parking facilities adjacent to the Stadium for use in connection with the Events. When events are staged/scheduled simultaneously, MISD, the City, and any other lessee of the Stadium or its associated facilities shall have the joint use of the parking areas. MISD shall not charge for parking at the Stadium unless the City grants its prior written consent. If any charge is made for parking, the City shall receive sixty percent (60%) of the net parking revenue collected by MISD. In any event, MISD shall be responsible for providing necessary parking personnel for all Events.

B. If any charge is made for parking at events not sponsored by MISD, including but not limited to playoff games in which an MISD team is not a participant, the City shall receive 100% of such parking revenue. The City shall provide parking personnel at any non MISD event if it determines, in the City's sole discretion, to charge for parking at such events.

Section 10. Personnel at Games & Events: MISD shall furnish, at its own expense, its tickets of admission, game officials, referees, score keepers, scoreboard operators, down officials, linesmen, game announcers, ticket sellers, ticket takers, parking personnel, ushers, security personnel, and other personnel necessary for the proper use and occupancy of the Stadium by MISD.

Section 11. Maintenance, Clean-up and Utilities:

A. The City shall be responsible for maintenance of the playing field. The City shall be responsible for all usual and customary after-game cleanup and janitorial costs in connection with the Events.

B. MISD shall be responsible for all repair costs associated with any damage (normal wear and tear excepted) to the Stadium or its associated facilities caused by MISD, its employees, contractors, agents, invitees, or attendees. Notice of any damages will be made to MISD within 48 hours of an Event, or prior to the next subsequent rental, whichever occurs first.

C. The City shall provide all necessary maintenance and repairs to the Stadium, both structural and otherwise including, but not limited to, the following: maintenance and replacement of the Stadium lighting; maintenance of trees; maintenance of elevator equipment; maintenance and reasonable replacement of the playing surface; all utility equipment including electricity, hot and cold water, and sewer. The City shall also ensure that the restrooms are fully stocked prior to each Event. The City shall consult with MISD regarding the necessity, priority, and scheduling of maintenance but shall not be bound by MISD's recommendations.

Section 12. Miscellaneous Equipment: MISD shall provide all equipment ancillary and necessary to the play of football and soccer games including, but not limited to, soccer nets, corner flags, down markers, and pylons. The City shall provide and maintain football goal posts and soccer goals. If the football goal posts or the soccer goals are damaged or destroyed during or immediately following an Event, MISD shall replace or repair the goal posts or soccer goals at its sole cost and expense.

ARTICLE II - GENERAL TERMS

Section 1. Application: Unless otherwise indicated, all the terms and conditions listed under this Article shall be applicable to the lease of the Stadium as described in Article I. As used in this Article, the term "the Stadium" shall refer to the Stadium, the field house, the north community room, press boxes, ticket booths, restrooms, parking facilities, and any other areas and facilities appurtenant to the Stadium to which MISD has access during an Event.

Section 2. Laws and Regulations: MISD shall operate and maintain the Stadium in compliance with all federal, state and local laws and regulations, including, but not limited to, regulations with respect to access for people with disabilities promulgated pursuant to the Americans with Disabilities Act. MISD shall, at its own expense, comply with all ordinances of the City of Midland applicable to the Stadium. MISD shall comply with all orders and requirements imposed by the health, sanitation and law enforcement

agencies for the correction, prevention and abatement of nuisances in, upon, or connected with the Stadium during the Lease Term. Nothing in this Agreement shall be construed as a delegation or diminishment of the City's police powers.

Section 3. **Nondiscrimination:** MISD for itself, its legal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (i) no person on the grounds of race, color, sex, religion, or national origin shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of the Stadium: (ii) in the construction of any improvement on, over, or under the Stadium and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be denied the participation in, denied the benefits of, or otherwise be subjected to discrimination; and (iii) MISD shall use the Stadium in compliance with all of the requirements imposed by or pursuant to Nondiscrimination of Federally-Assisted Programs in the Effectuation of Title VI of the Civil Rights Act of 1964, as such may be amended.

Section 4. **Inspection:** MISD agrees that the City shall have the right to enter upon the Stadium at all reasonable times for the purpose of inspection and to ensure enforcement of ordinances, laws, regulations, or provisions of this Agreement that govern MISD's occupancy of the Stadium.

Section 5. **Independent Contractor:** MISD shall operate hereunder as an independent contractor and not as an officer, agent, servant, or employee of the City. MISD shall have exclusive control of, and the exclusive right to control the details of the Events and shall be responsible for the acts and omissions of its officers, members, agents, servants, employees, and subcontractors. In no event shall any person participating in or performing any of MISD's duties or responsibilities hereunder be considered an officer, agent, servant, or employee of the City.

This Section shall not be construed to require MISD to indemnify the City nor shall it be construed to require the City to indemnify MISD.

Section 6. **Taxes and Other Payments:** MISD does hereby accept full and exclusive liability for the payment of any and all taxes due the state and federal governments, including, but not limited to, all contributions or taxes due for social security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law, which are measured by wages, salaries or other remuneration paid to persons employed by MISD for work performed under the terms of this Agreement, and MISD shall indemnify and save harmless the City from any such contributions or taxes or liability therefor to the maximum extent allowed by law.

Section 7. **Force Majeure:** If either party is prohibited from performing an obligation under this Agreement due to war, civil commotion, act of God, governmental

restrictions, regulations, fire, pandemic, or other casualty or circumstances beyond the control of the party obligated or permitted to do or perform the same, it shall be relieved of its obligations to perform under this Agreement to the extent it is so prohibited. In the event of one or more force majeure events during the term of this Agreement, the Parties hereby agree to negotiate in good faith to determine if a lease extension is appropriate. Any such extension shall be duly executed in writing by both Parties.

Section 8. Assignment and Sublease: MISD shall not assign its leasehold estate without the written consent of the City. MISD shall not sublet the Stadium or any portion of the Stadium without the written consent of the City. If the City consents to an assignment or subletting of MISD's leasehold estate, such consent shall not release MISD from any obligations due prior to the assignment or subletting under this Agreement or waive any rights of the City. Further, MISD shall not authorize or cause any liens to be filed on the Stadium.

Section 9. Termination:

A. Default: Should MISD default in the performance of any covenant, condition, or obligation contained in this Agreement and not correct such default within thirty (30) days after receipt of written notice from the City, the City may declare this Agreement, and all rights and interests created by it, to be terminated. Upon the City's election to terminate, this Agreement shall cease and come to an end as if the day of the City's election were the day originally fixed in this Agreement for its expiration. The City may resume possession of the Stadium and relet the same for the remainder of the Lease Term at the best rent obtainable for the account of MISD, who shall make good on any deficiency. Should MISD cure all defaults within the 30-day notice, this Agreement shall not be canceled. The City may, in its sole discretion, allow MISD more than thirty (30) days to cure any default if such time is, in the opinion of the City, reasonably necessary. MISD shall similarly grant the City at least 30-days written notice of any alleged default and the opportunity to cure the same prior to instituting any action to cancel this Agreement.

B. Outstanding Obligations: Any termination of this Agreement as provided in this Article shall not relieve MISD from the payment of any sum or sums due and payable to the City under this Agreement at the time of termination, or any claim for damages then or previously accruing against MISD under this Agreement. Any such termination shall not prevent the City from enforcing the payment of any such sum or sums or claim for damages by any remedy provided for by law, or from recovering damages from MISD for any default under this Agreement.

C. Audit: MISD agrees to maintain financial records pertaining to all obligations relative to this Agreement in accordance with standard accounting principles and procedures and to retain such records and supporting documents for a period of four

(4) years. MISD shall permit the City to audit these records at any time, subject to MISD receiving forty-five (45) days' advance written notice of the City's election to audit said records. This right of audit shall be limited to those records that relate to this Agreement or MISD's lease of the premises.

D. Acceleration of Payments: In addition to and cumulative of any other remedies that the City has reserved in this Agreement or that are available to City under law, in the event of any default by MISD of the terms of this Agreement, the City reserves the right to accelerate all rents, payments, and fees to be made by MISD to the City during the term of this Agreement and to declare the same immediately due and payable. This Section applies to, but is not limited to, MISD's annual obligations to pay the $150,000.00 rent, as such is adjusted in accordance with this Agreement during the Lease Term.

E. Cumulative Rights and Remedies: All rights, options, and remedies of the City contained in this Agreement shall be construed and held to be cumulative, and no one of them shall be exclusive of the other. The City shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Agreement.

F. Waiver: No waiver by the 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.

Section 10. Improvements: It is expressly agreed and understood that the City is under no obligation to make any structural alterations or other improvements to the Stadium during the term hereof except where otherwise provided herein, and MISD expressly waives any right to demand the same of the City. Notwithstanding the foregoing, the City shall be responsible for the reasonable upkeep and maintenance of the Stadium to ensure its reasonable use, which responsibility shall include, but not be limited to, the upkeep and maintenance of the elevator and other equipment necessary to comply with the Americans with Disabilities Act. The City expressly reserves the right to enter upon the Stadium without notice, at reasonable times during reasonable hours for the purpose of making or furnishing repairs, services or improvements.

Section 11. Adjustments: The yearly rent will be adjusted according to the following schedules.

RENT

Use, Occupancy & Operation Fee - $15,000 increase/year	
1-Sept-24	$150,000

1-Sept-25	$165,000
1-Sept-26	$180,000
1-Sept-27	$195,000
1-Sept-28	$210,000
1-Sept-29	$225,000
1-Sept-30	$240,000
1-Sept-31	$255,000

Section 12. **Venue:** The obligations of the parties to this Agreement shall be performable in Midland County, Texas, and if legal action is necessary in connection therewith, exclusive venue shall lie in Midland County, Texas. All payments shall take place in Midland County, Texas.

Section 13. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

Section 14. **Notice:** Any notice or demand required to be made hereunder, or that shall be made regarding this Agreement, shall be made in writing and shall be deemed given when personally delivered or after its deposit with the United States Mail, postage prepaid, certified or registered mail, and addressed as follows:

If to the City:	City of Midland P.O. Box 1152 Midland, Texas 79702 Attention: City Manager
with copies to:	City Attorney and Director of Parks and Recreation at the same address
If to MISD:	Midland Independent School District 615 W. Missouri Midland, Texas 79701 Attention: Superintendent
with a copy to:	Executive Director of Athletics, at same address

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

Section 15. Captions: Section headings are inserted herein only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision herein.

Section 16. 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.

Section 17. Use of Language: Words in the singular shall be held to include the plural, unless the context otherwise requires.

Section 18. 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.

Section 19. 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.

Section 20. Parking Authority: MISD shall have the authority to remove cars according to applicable law from the stadium parking areas from two (2) hours before each Event until two (2) hours following each Event.

Section 21. Consideration: The parties hereby agree and acknowledge that this Agreement is supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties.

Section 22. Current Revenues: The parties hereby agree and acknowledge that all payments made pursuant to this Agreement shall be made from current revenues of the party obligated to make such payments hereunder.

[Signature Page Follows]

IN WITNESS HEREOF, the parties hereto have executed this Agreement the day and year first set forth above.

ATTEST:

Marcia Bentley-German, City Secretary

CITY OF MIDLAND, TEXAS

Tommy Gonzalez, City Manager

ATTEST:

Sara Burleson, MISD Board Secretary

MIDLAND INDEPENDENT SCHOOL DISTRICT

Tommy Bishop, MISD Board President

City Council Meeting

Item Number: 13

Meeting Date: July 9, 2024

To: City Council / City Manager

From: Bobby Wojciechowski,

Subject: **RESOLUTION AUTHORIZING THE EXECUTION OF AN ADVANCE FUNDING AGREEMENT (AN "AFA") WITH THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION ("TXDOT"), FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE ("TASA") PROJECT, THE WILDCATTER TRAIL - CHAMPIONS, ETC. PROJECT, CSJ 0906-32-067 IN MIDLAND, TEXAS (THE "PROJECT"); SAID PROJECT TO PROVIDE FOR THE CONSTRUCTION OF A SHARED USE PATH ALONG CHAMPIONS DRIVE FROM THE SCHARBAUER SPORTS COMPLEX ENTRANCE TO TRADEWINDS BOULEVARD, ALONG TRADEWINDS BOULEVARD FROM CHAMPIONS DRIVE TO DEAUVILLE BOULEVARD, AND ALONG DEAUVILLE BOULEVARD FROM TRADEWINDS BOULEVARD TO ARLINGTON ROAD; THE ESTIMATED TOTAL PROJECT COST BEING $4,783,673.00; THE CITY OF MIDLAND, TEXAS' (THE "CITY'S") ESTIMATED SHARE OF THE TOTAL PROJECT COST, INCLUDING PRELIMINARY ENGINEERING COSTS, BEING $924,374.00; APPROPRIATING FUNDS; AUTHORIZING PAYMENT TO TXDOT OF THE CITY'S LOCAL MATCH, WHICH IS ESTIMATED TO BE $792,174.00, PLUS ALL NON-REIMBURSABLE COSTS AND 100% OF OVERRUNS, IF ANY; AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO CERTIFY A COPY OF THIS RESOLUTION TO TXDOT (DISTRICT 4) (ENGINEERING SERVICES) (QUALITY OF LIFE AND PLACE)**

Purpose:

AN ADVANCED FUNDING AGREEMENT IS REQUIRED FOR THE CONSTRUCTION OF THE WILDCATTER TRAIL – CHAMPIONS, ETC. PROJECT WHICH WILL PROVIDE A SHARED USE PATH ALONG CHAMPIONS DRIVE FROM SCHARBAUER SPORTS COMPLEX ENTRANCE TO TRADEWINDS BOULEVARD, ALONG TRADEWINDS BOULEVARD FROM CHAMPIONS DRIVE TO DEAUVILLE BOULEVARD, AND ALONG DEAUVILLE BOULEVARD FROM TRADEWINDS BOULEVARD TO ARLINGTON ROAD

Recommended City Council Action:

Approve

Fiscal Impact:

TOTAL COST OF PROJECT IS ESTIMATED TO BE $4,783,673.00, AND THE CITY'S PRELIMINARY ENGINEERING COSTS ARE ESTIMATED TO BE $132,200.00. THE CITY'S SHARE OF THE COST, OTHER THAN PRELIMINARY COSTS, IS ESTIMATED TO BE $792,174.00 FOR A TOTAL AMOUNT OF $924,374.00

Strategic Priority:

(Quality of Life and Place)

Discussion:

AN ADVANCED FUNDING AGREEMENT IS REQUIRED FOR THE CONSTRUCTION OF THE WILDCATTER TRAIL – CHAMPIONS, ETC. PROJECT WHICH WILL PROVIDE A SHARED USE PATH ALONG CHAMPIONS DRIVE FROM SCHARBAUER SPORTS COMPLEX ENTRANCE TO TRADEWINDS BOULEVARD, ALONG TRADEWINDS BOULEVARD FROM CHAMPIONS DRIVE TO DEAUVILLE BOULEVARD, AND ALONG DEAUVILLE BOULEVARD FROM TRADEWINDS BOULEVARD TO ARLINGTON ROAD



City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN ADVANCE FUNDING AGREEMENT (AN "AFA") WITH THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION ("TXDOT"), FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE ("TASA") PROJECT, THE WILDCATTER TRAIL - CHAMPIONS, ETC. PROJECT, CSJ 0906-32-067 IN MIDLAND, TEXAS (THE "PROJECT"); SAID PROJECT TO PROVIDE FOR THE CONSTRUCTION OF A SHARED USE PATH ALONG CHAMPIONS DRIVE FROM THE SCHARBAUER SPORTS COMPLEX ENTRANCE TO TRADEWINDS BOULEVARD, ALONG TRADEWINDS BOULEVARD FROM CHAMPIONS DRIVE TO DEAUVILLE BOULEVARD, AND ALONG DEAUVILLE BOULEVARD FROM TRADEWINDS BOULEVARD TO ARLINGTON ROAD; THE ESTIMATED TOTAL PROJECT COST BEING $4,783,673.00; THE CITY OF MIDLAND, TEXAS' (THE "CITY'S") ESTIMATED SHARE OF THE TOTAL PROJECT COST, INCLUDING PRELIMINARY ENGINEERING COSTS, BEING $924,374.00; APPROPRIATING FUNDS; AUTHORIZING PAYMENT TO TXDOT OF THE CITY'S LOCAL MATCH, WHICH IS ESTIMATED TO BE $792,174.00, PLUS ALL NON-REIMBURSABLE COSTS AND 100% OF OVERRUNS, IF ANY; AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO CERTIFY A COPY OF THIS RESOLUTION TO TXDOT

WHEREAS, on October 26, 2023, via Minute Order 116575, the Texas Transportation Commission authorized the Wildcatter Trail - Champions, Etc. Project (the "Project") on CSJ 0906-32-067 in the City of Midland, Texas to receive Transportation Alternatives Set-Aside ("TASA") funds for Project construction and Texas Department of Transportation ("TxDOT") oversight; and

WHEREAS, said Project will provide for the construction of a shared use path along Champions Drive from the Scharbauer Sports Complex entrance to Tradewinds Boulevard, along Tradewinds Boulevard from Champions Drive to Deauville Boulevard, and along Deauville Boulevard from Tradewinds Boulevard to Arlington Road in Midland, Texas; and

WHEREAS, the TASA funds require a local match, the City of Midland, Texas (the "City") commits to provide the match; and

WHEREAS, the local match is comprised of cash or an Economically Disadvantaged County adjustment, if eligible; and

WHEREAS, the total cost of the Project is estimated to be $4,783,673.00; and

WHEREAS, the City's preliminary engineering costs are estimated to be $132,200.00; and

WHEREAS, the City's share of the cost of the Project, other than preliminary engineering costs, is estimated to be $792,174.00; and

WHEREAS, the City is responsible for all non-reimbursable costs and 100% of overruns, if any; and

WHEREAS, the City Council, as the governing body of the City, desires to affirm or reaffirm its support of the Project and approve and authorize the execution of an Advance Funding Agreement (an "AFA") with the State of Texas (the "State"), acting by and through TxDOT, for the Project, appropriate funds, and authorize payment therefor;

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

SECTION ONE. That the City Manager is hereby authorized and directed to execute, on behalf of the City of Midland, Texas, an AFA with the State, acting by and through TxDOT, for the Project.

SECTION TWO. That the sum of $924,374.00 shall be appropriated from the Parks Bond Fund (126) to a project account for the Project.

SECTION THREE. That the City Comptroller is hereby authorized and directed to make payment to TxDOT pursuant to the terms of said AFA from funds appropriated in accordance with Section Two hereof.

SECTION FOUR. That the City Secretary is hereby authorized and directed to certify a copy of this resolution to TxDOT.

On motion of Council member _____, seconded by Council member

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

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Jose Ortiz, Assistant City Manager

_____
Gabe McClelland, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

City Council Meeting

Item Number: 14

Meeting Date: June 25, 2024

To: City Council / City Manager

From: Landon Ochoa, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 9, BLOCK 1, WESTOVER PLACE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM O-1, OFFICE DISTRICT TO SF-2, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF KENT STREET AND WEST LOUISIANA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Schumann Engineering, on behalf of First Baptist Church of Midland, is requesting a zone change for a property located at 2206 West Louisiana Avenue to make the zoning match the rest of the property.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds would be required for this project.

Strategic Priority:

Quality of Life and Place

Discussion:

Surrounding Zoning and Land Use:

The properties to south, east, & west are zoned O-1, Office District and are the locations of a parking lot and residences. The property to the north is zone SF-2 and is the location of a church.

Analysis:

The applicant is requesting to change the zoning from O-1, Office District, to SF-2, Single-Family Dwelling District. The applicant is preparing to replat the properties that the church is located on into one lot. They are requesting this zone change to make the properties all one zoning. The Future Land Use Map Chapter 3 of the *Tall City Tomorrow Comprehensive Plan* designates this area as Urban-Residential Medium (UR-M) which calls for residential zonings such SF-2.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments.

Building Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No objections to zone change. [For Applicant's Information Only.] Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Code Compliance: (Approved)

No Oil and Gas issues.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

Planning:

The Planning and Zoning Commission recommended approval of this request on June 3, 2024.

Staff recommends approval of this request for a zone change.

Letters of Objection:

As of June 10, 2024, Staff has not received any letters of objection.

Attachments:

Application
Location Map
Zoning Map
Aerial
Photo

Jose E. Ort

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 9, BLOCK 1, WESTOVER PLACE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM O-1, OFFICE DISTRICT TO SF-2, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF KENT STREET AND WEST LOUISIANA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 9, Block 1, Westover Place Addition, City and County of Midland, Texas (the "Property") to SF-2, Single-Family Dwelling District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from O-1, Office District to SF-2, Single-Family Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2024; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Property Owner Printed Name: FIRST BAPTIST CHURCH OF MIDLAND		Phone (432) 260-0809 Email	
Address 2104 W LOUISIANA AVE	City MIDLAND	State TEXAS	Zip 79701-5972

Representative *(if different from Applicant or Property Owner)* Firm: SCHUMANN SURVEYING, INC. Printed Name: Ed Aleman		Phone (432) 254-0327 Email EALEMAN@SCHUMANNONLINE.NET	
Address 800 N. MARIENFELD STREET SUITE 100	City MIDLAND	State TX	Zip 79701

Street Address: 2104 W LOUISIANA AVE & 702 KENT STREET

Legal Description
Lot: 9 & 11 Block: BLOCK 1 Subdivision: WESTOVER PLACE ADDITION

Current Zoning: O1 & ~~SF2~~ 2F	**Proposed Zone:** ~~SF~~ ~~2F~~ SF2 *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: FIRST BAPTIST OWNS ALL LOTS, THEY PLAN ON REPLATTING PROPERTY AS 1 LOT
CHANGE AFFECT PUBLIC HEALTH, SAFTEY OR WELFARE

Present Use of Property: CHURCH BUILDINGS

Proposed Use of Property: CHURCH BUILDINGS

How would this zone change affect the public health, safety and welfare? IN NO SUCH WAY SHALL THIS ZONE
CHANGE AFFECT PUBLIC HEALTH, SAFTEY OR WELFARE

Describe how conditions affecting the property have changed since present zoning designation:
CHANGE AFFECT PUBLIC HEALTH, SAFTEY OR WELFARE

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)~~ OWNER:	Date: 5.8.24
~~Applicant (printed)~~: Moe Bomer	
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 Ed Aleman who, being by me duly sworn, upon oath says: That (s)he is authorized by Moe Bomer, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Eduardo J Aleman
Authorized Agent *(signature)*

Subscribed and sworn to before me, this 8th day of May, 20 24, to certify which witness my hand and seal of office.

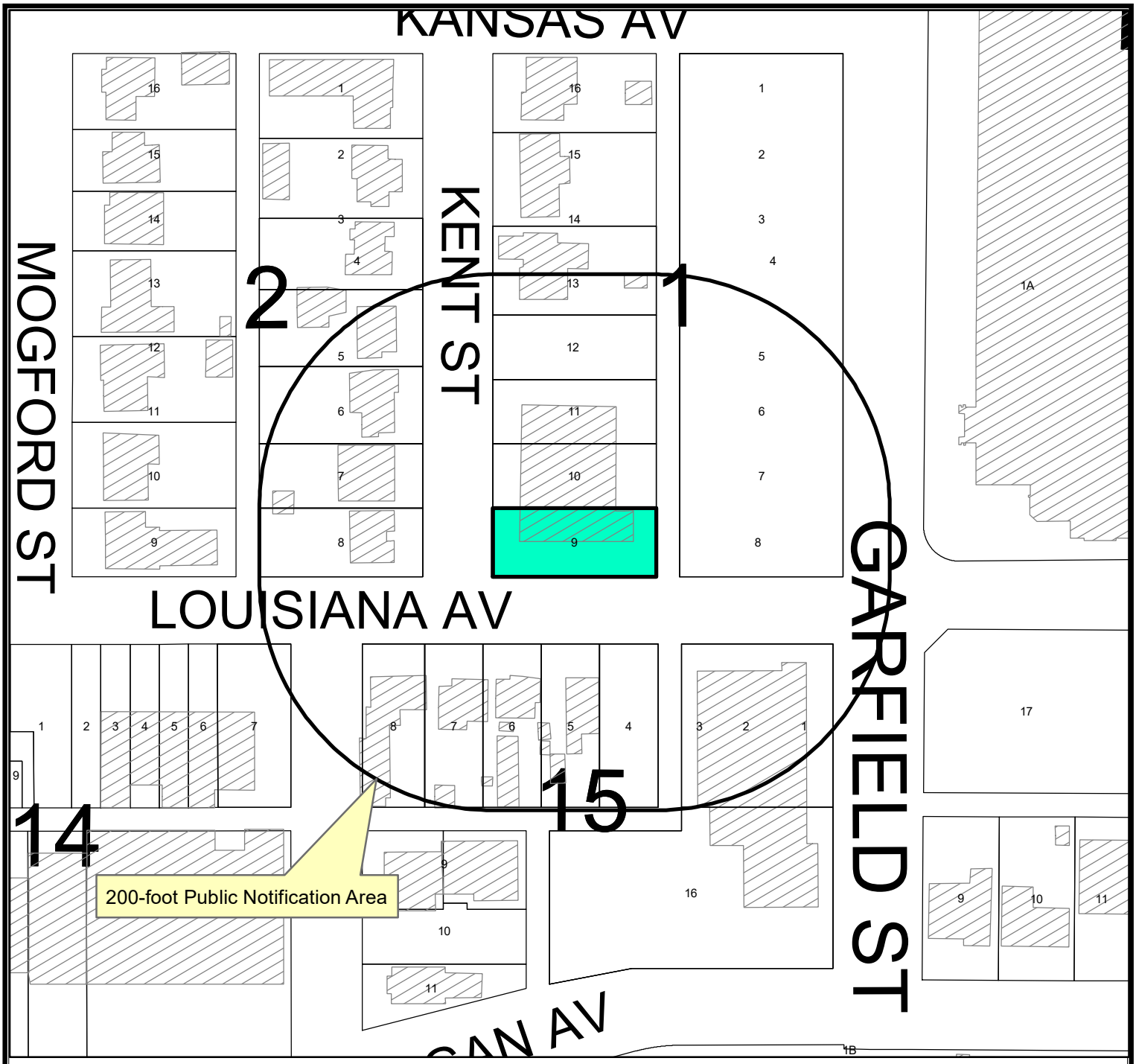
HUNTER WAYNE HALL
Notary Public, State of Texas
Comm. Expires 06-06-2024
Notary ID 132509132

Hunter
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # Paying online	
Received By: Landon Adcox	Date: MAY 08 2024

****Application will not be considered for scheduling until reviewed by a planner.****



Location Map

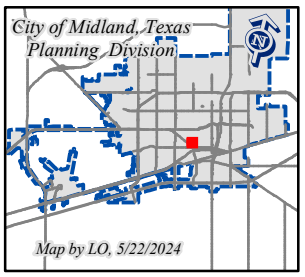
Z-24-0380 **Scale: 1" = 122'**

A request by Schumann Engineering for a zone change from, O-1, Office District, to SF-2, Single-Family Dwelling District, Lot 9, Block 1, Westover Place Addition, City and County of Midland, Texas.

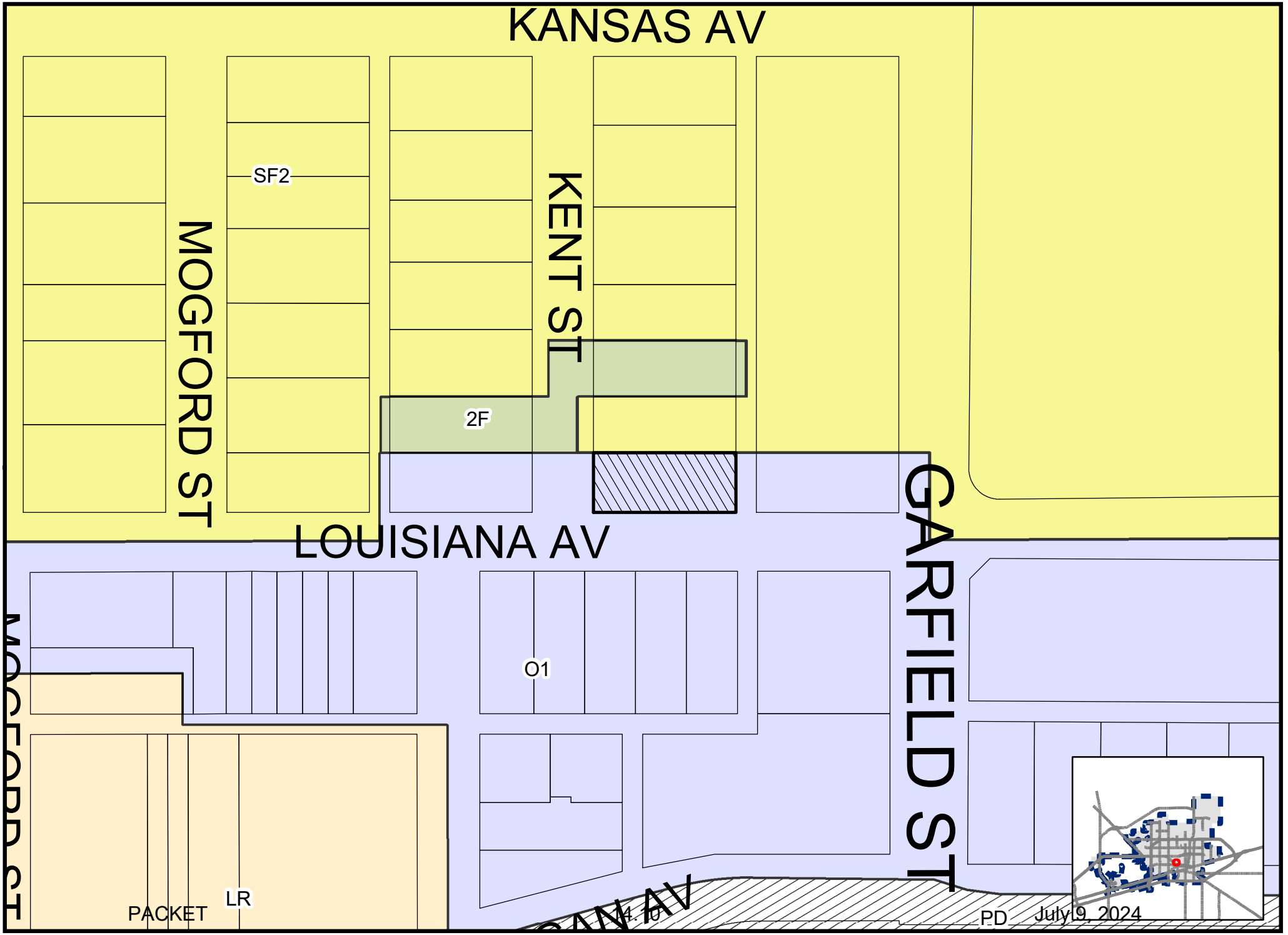
Generally located northeast of the intersection of Kent Street and West Louisiana Avenue. (District 5)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map LO, 5/22/2024

Z-24-0380

Scale: 1" = 118'

ZONING MAP

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KANSAS AV
MOGFORD ST
KENT ST
GARFIELD ST
LOUISIANA AV
1
2
14
15



City Council Meeting

Item Number: 15

Meeting Date: June 25, 2024

To: City Council / City Manager

From: Landon Ochoa, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 11, BLOCK 1, WESTOVER PLACE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM 2F, TWO-FAMILY DWELLING (DUPLEX) DISTRICT TO SF-2, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF KENT STREET, APPROXIMATELY 140 FEET NORTH OF WEST LOUISIANA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Schumann Engineering, on behalf of First Baptist Church of Midland, is requesting a zone change for a property located at 702 Kent Street to make the zoning match the rest of the property.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds would be required for this project.

Strategic Priority:

Quality of Life and Place

Discussion:

Surrounding Zoning and Land Use:

The properties to the north, south, east, & west are zoned SF-2, Single-Family Dwelling District and are the locations of residences, a church, and a parking lot.

Analysis:

The applicant is requesting to change the zoning from 2F, Two-Family Dwelling (Duplex) District, to SF-2, Single-Family Dwelling District. The applicant is preparing to replat the properties that the church is located on into one lot. They are requesting this zone change to make the properties all one zoning. The Future Land Use Map Chapter 3 of the *Tall City Tomorrow Comprehensive Plan* designates this area as Urban-Residential Medium (UR-M) which calls for residential zonings such SF-2.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments.

Building Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No objections to zone change. [For Applicant's Information Only.] Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Code Compliance: (Approved)

No Oil and Gas issues.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

Planning:

The Planning and Zoning Commission recommended approval of this request on June 3, 2024.

Staff recommends approval of this request for a zone change.

Letters of Objection:

As of June 10, 2024, Staff has not received any letters of objection.

Attachments:

Application
Location Map
Zoning Map
Aerial
Photo

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 11, BLOCK 1, WESTOVER PLACE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM 2F, TWO-FAMILY DWELLING (DUPLEX) DISTRICT TO SF-2, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF KENT STREET, APPROXIMATELY 140 FEET NORTH OF WEST LOUISIANA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 11, Block 1, Westover Place Addition, City and County of Midland, Texas (the "Property") to SF-2, Single-Family Dwelling District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from 2F, Two-Family Dwelling (Duplex) District to SF-2, Single-Family Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2024; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Property Owner Printed Name: FIRST BAPTIST CHURCH OF MIDLAND		Phone (432) 260-0809 Email	
Address 2104 W LOUISIANA AVE	City MIDLAND	State TEXAS	Zip 79701-5972

Representative *(if different from Applicant or Property Owner)* Firm: SCHUMANN SURVEYING, INC. Printed Name: Ed Aleman		Phone (432) 254-0327 Email EALEMAN@SCHUMANNONLINE.NET	
Address 800 N. MARIENFELD STREET SUITE 100	City MIDLAND	State TX	Zip 79701

Street Address: 2104 W LOUISIANA AVE & 702 KENT STREET

Legal Description
Lot: 9 & 11 Block: BLOCK 1 Subdivision: WESTOVER PLACE ADDITION

Current Zoning: O1 & ~~SF2~~ 2F	**Proposed Zone:** ~~SF~~ ~~2F~~ SF2 *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: FIRST BAPTIST OWNS ALL LOTS, THEY PLAN ON REPLATTING PROPERTY AS 1 LOT
CHANGE AFFECT PUBLIC HEALTH, SAFTEY OR WELFARE

Present Use of Property: CHURCH BUILDINGS

Proposed Use of Property: CHURCH BUILDINGS

How would this zone change affect the public health, safety and welfare? IN NO SUCH WAY SHALL THIS ZONE
CHANGE AFFECT PUBLIC HEALTH, SAFTEY OR WELFARE

Describe how conditions affecting the property have changed since present zoning designation:
CHANGE AFFECT PUBLIC HEALTH, SAFTEY OR WELFARE

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)~~ OWNER:	Date: 5.8.24
~~Applicant (printed)~~: MOE BOMER	
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 Ed Aleman who, being by me duly sworn, upon oath says: That (s)he is authorized by Moe Bomer, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Eduardo J Aleman
Authorized Agent *(signature)*

Subscribed and sworn to before me, this 8th day of May, 20 24, to certify which witness my hand and seal of office.

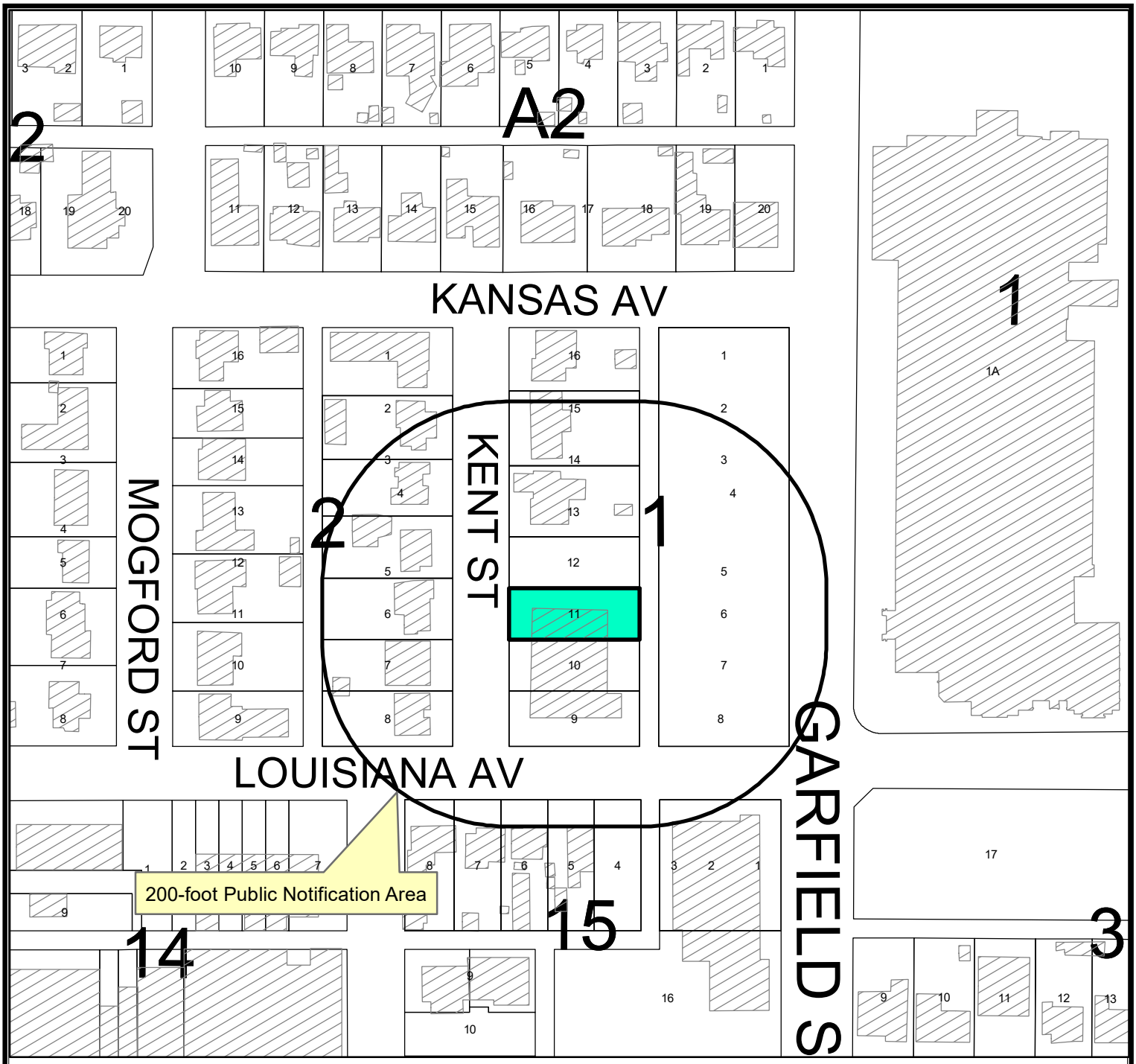
HUNTER WAYNE HALL
Notary Public, State of Texas
Comm. Expires 06-06-2024
Notary ID 132509132

Hunter
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # Paying online	
Received By: Landon Adcox	Date: MAY 08 2024

****Application will not be considered for scheduling until reviewed by a planner.****



Location Map

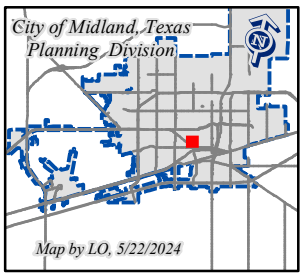
Z-24-0380 **Scale: 1" = 153'**

A request by Schumann Engineering for a zone change from, 2F, Two-Family Dwelling (Duplex) District, to SF-2, Single-Family Dwelling District for Lot 11, Block 1, Westover Place Addition, City and County of Midland, Texas.

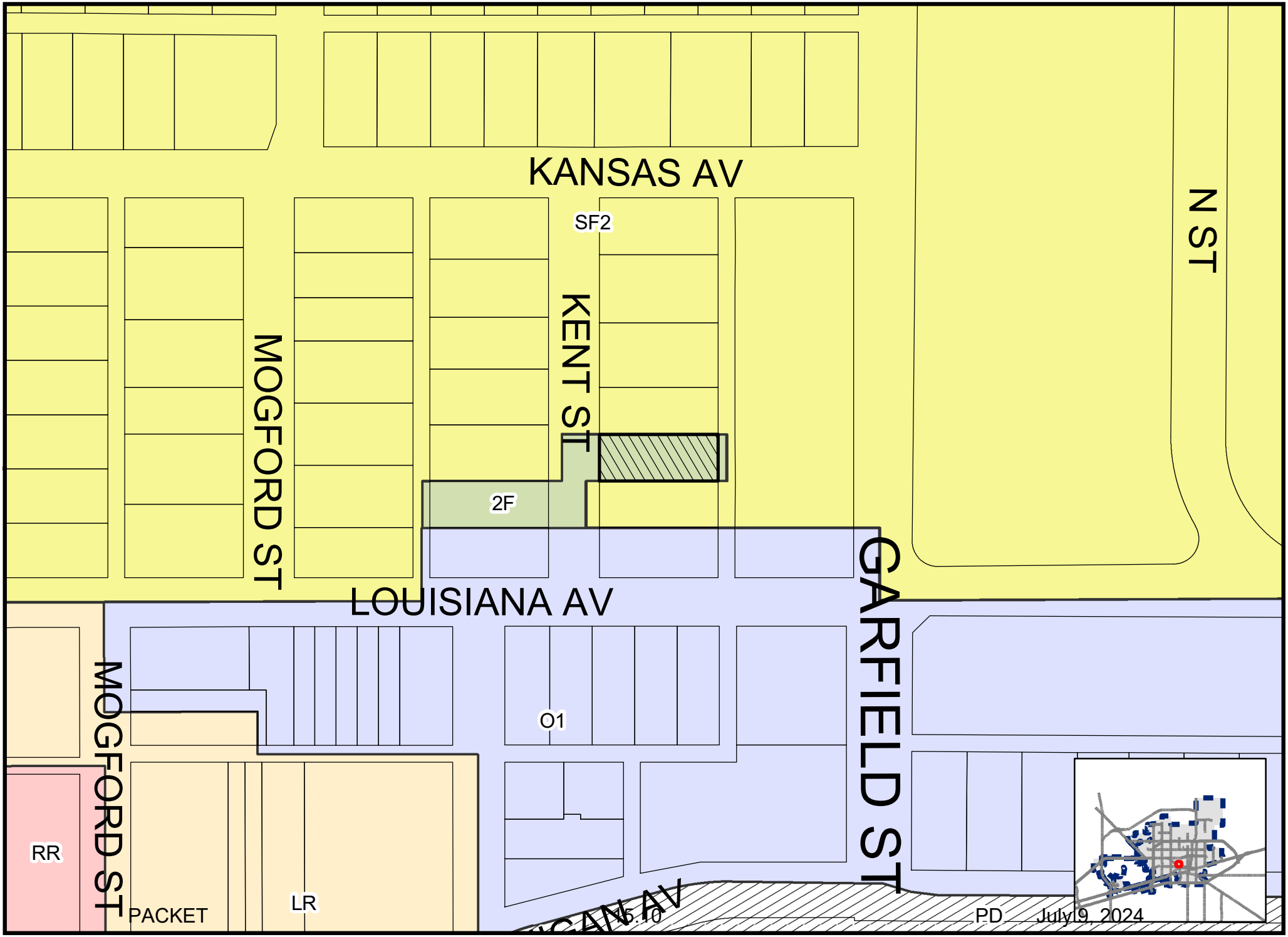
Generally located on the east side of Kent Street, approximately 140 feet north of West Louisiana Avenue. (District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS THE ONLY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map LO, 5/22/2024

Z-24-0380

Scale: 1" = 142'

ZONING MAP

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KANSAS AV
MOGFORD ST
KENT ST
GARFIELD
LOUISIANA AV
1
2
14
15


REC WAGON
REC WAGON
BUS
NO PARKING

City Council Meeting

Item Number: 16

Meeting Date: June 25, 2024

To: City Council / City Manager

From: Diana Geerts, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 1A, BLOCK 4, PLUNK ADDITION, SECTION 10, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF GARDEN CITY HIGHWAY, APPROXIMATELY 568 FEET WEST OF ALLEN STREET), WHICH IS PRESENTLY ZONED C, COMMERCIAL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR AUTOMOBILE OR OTHER MOTORIZED VEHICLE SALES AND SERVICE; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, Andrea Diaz, is requesting a Specific Use Designation without Term for Automobile or other Motorized Vehicle Sales and Services to operate a used car dealership at 1300 Garden City Highway.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds would be required for this project.

Strategic Priority:

(Quality of Life and Place)

Surrounding Zoning and Land Use:

The surrounding properties to the north, east, south, and west are all zoned C, Commercial District and are the location of commercial buildings.

Analysis:

The applicant is requesting Specific Use Designation without Term for Automobile or other Motorized Vehicle Sales and Services located at 1300 Garden City Highway. The applicant is proposing to use an office inside of the Lobo's Services building as her office for the proposed car dealership. The site plan (Exhibit A) provided shows an overview of the property that will be used for car sales. The property has two (2) existing buildings, the SUD would govern a 10 x 10 office space located within the north most building. The building has designated (18) parking spaces for the dealership, including ten (10) for customers and eight (8) for car sales. This is adequate parking for the proposed use and the current use.

The proposed hours of operation are the following:

Wednesday through Saturday, 10:00 a.m. to 2:00 p.m.

Per section 4.03 Use Chart of the zoning ordinance, a car dealership is allowed in the C, Commercial District with a Specific Use Designation without Term.

The Automobile or Other Motorized Vehicle Sales and Services will need to comply with the standards as listed in Section 4.04.A.6 of the Zoning Ordinances.

6. Automobile or Other Motorized Vehicle Sales and Service Standards

a. Allowed by Specific Use Designation, according to the permitted Use Chart.

b. All exterior light sources shall be of a down-light type, indirect, diffused, or shielded type luminaries and so installed as to reduce glare effect and consequent interference with use of adjacent properties and boundary streets.

c. No intermittent or flashing lights shall be permitted.

d. Luminaries shall be mounted at a height not to exceed 30 feet as measured vertically from the horizontal surface of the nearest parking pavement.

e. All building façades shall be constructed with the same masonry materials that meet the masonry regulations for the zoning district in which the property is located.

f. No exterior auditory devices shall be permitted.

The Future Land Use Map in the Tall City Tomorrow Comprehensive Plan calls for Special Study Area uses in this area, encompassing a mix of commercial, office, and service uses. Therefore, the development of a car dealership fits the recommendations of the Tall City Tomorrow Comprehensive Plan.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No objection

Engineering: (Approved)

No objection.

Transportation: (Approved)

Apply for a commercial driveway permit. Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

Building Code: (Approved)

No objections to SUD request.

Planning:

This request meets all requirements; therefore, staff recommends approval of the request of the Specific Use Designation without Term for an Automobile or other Motorized Vehicle Sales and Services, subject to Condition A through D.

Conditions:

A. **That the Automobile and other Motorized Vehicle Sales and Service shall significantly conform to the Site Plan (Exhibit A) which is attached hereto and incorporated herein for all purposes.**

B. **That the development of the automobile or other motorized vehicle sales and services shall comply with the standards listed in Section 4.04. A.6 of the Zoning Ordinance.**

C. **That the days and hours of operation of the Automobile or other Motorized Vehicle Sales and Service shall be limited to:**

Wednesday through Saturday, from 10:00 a.m. to 2:00 p.m.

D. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the Automobile Sales and Services to ensure that the conditions of this permit are satisfied.

Letters of Objection:

As of June 19, 2024, staff has not received any letters of objection.

Attachments:

Site Plan (Exhibit A)
Application
Maps

José E. Ort

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 1A, BLOCK 4, PLUNK ADDITION, SECTION 10, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF GARDEN CITY HIGHWAY, APPROXIMATELY 568 FEET WEST OF ALLEN STREET), WHICH IS PRESENTLY ZONED C, COMMERCIAL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR AUTOMOBILE OR OTHER MOTORIZED VEHICLE SALES AND SERVICE; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation Without Term for Lot 1A, Block 4, Plunk Addition, Section 10, 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 Without Term for automobile or other motorized vehicle sales and service (the "Specific Use"), together with the uses permitted in the present C, Commercial District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the use and development of the Property for the Specific Use shall significantly conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.

B. That the use and development of the Property for the Specific Use shall conform to standards set forth in Section 11-1-4.04.A.6 of the City Code.

C. That the days and hours of operation of the Specific Use shall be limited to Wednesday through Saturday 10:00 a.m. to 2:00 p.m.

D. That the operator of the Specific Use shall obtain a Certificate of Occupancy prior to using the Property for the Specific Use to ensure that the conditions of this Specific Use Designation With Term are satisfied.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2024; and passed to second reading

on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"


Garden City Hwy
Sign Engravers, Inc
18 park spots
car display
35 ft by 55 ft
Wayside Dr


Garden City Hwy
Sign Engravers, Inc
18 park spots
car display
35 ft by 55 ft
Wayside Dr

MIDLAND
Planning Division

Specific Use Designation Application (Non-Alcohol)

Case Number: _____

Ord. Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Andrea Diaz		Phone (432) 269 8186 Email andyguillen33@gmail.com	
Address 7320 cross b rd	City Odessa	State Tx	Zip 79765
Property Owner Printed Name: Angel Sanchez		Phone (432) 664-8486 Email angel.sanchez@lobasservices.us	
Address 1300 Garden city Hwy	City Midland	State TX	Zip 79701
Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Type of Permit:	*For Office Use Only* ☐ with Term ☐without Term
Is there any Code Enforcement action pending on property? ☐ Yes ☒ No	

Street Address: 1300 Garden city Hwy, Midland, Tx, 79701

Legal Description
Lot: 2 Block: 3 Subdivision: Surface Est B Runson Add

Current Zoning:

Maximum Floor Area: 1600 Feet^2 **Maximum Occupancy:**

Proposed hours and days of use or operation: Wednesday - Saturday
10:00 am - 2:00 pm

Reason for request: Tx DMV Dealer license, retail used car business

Applicant's opinion as to why the request will not adversely affect the public safety, health, morals, general welfare, and convenience: The place meets safety standars and has adequate space. It does not imply any risk to the population.

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing
  - Parking (if applicable)
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures	
Applicant (signature): Andrea D.	Date:
Applicant (printed): Andrea Diaz	
Property Owner (signature):	Date:
Property Owner (printed) : ANGEL SANCHEZ	

The Specific Use Designation shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Andrea Diaz who, being by me duly sworn, upon oath says: That (s)he is authorized by Angel Sanchez, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Andrea D.
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 8th day of May, 20 24, to certify which witness my hand and seal of office.

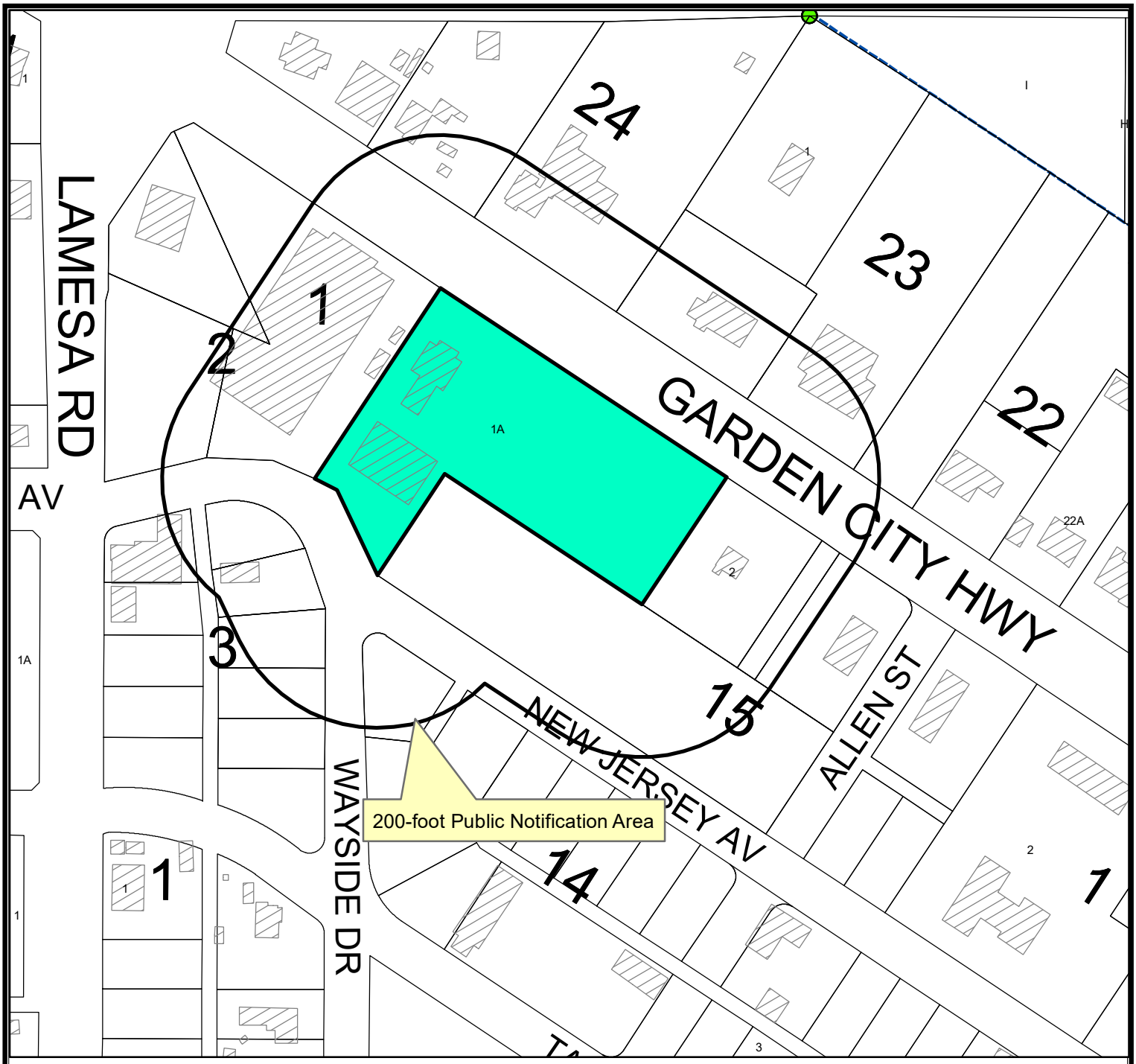
ALEXIS MARIE MARTINEZ
Notary Public, State of Texas
Comm. Expires 07-12-2027
Notary ID 134449907

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☐ Application Fee	☑ Site Plan in Digital Format (PDF/JPEG)
Check # Online Payment	
Received By: Alexis	Date: MAY 08 2024

Application will not be considered for scheduling until reviewed by a planner.



Location Map

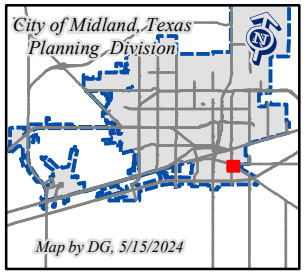
SUDwo-24-0042 **Scale: 1" = 600'**

Consider a request by Andrea Diaz for a Specific Use Designation without Term for Automobile or other Motorized Vehicle Sales and Service on Lot 1A, Block 4, Plunk 10th, City and County of Midland, Texas.

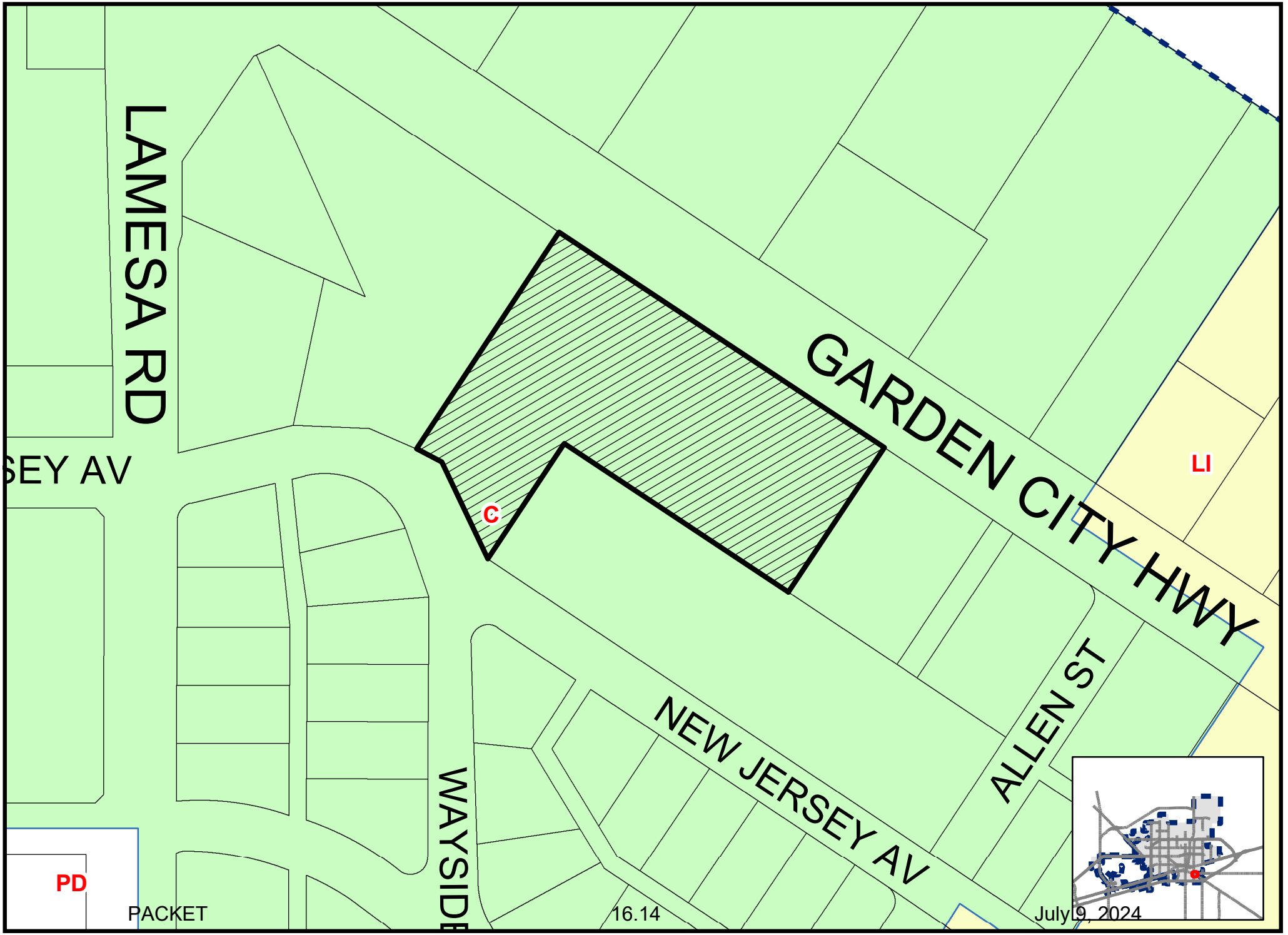
Generally located on the south side of Garden City Highway approximately 568-feet west of Allen Street. (District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By DG 5/15/2024

SUDwo-24-0042

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.

City Council Meeting

Item Number: 17

Meeting Date: June 25, 2024

To: City Council / City Manager

From: Diana Geerts, Senior Planner

Subject: **AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 6.92-ACRE TRACT OF LAND OUT OF BLOCK 1, WEST 191 INDUSTRIAL PARK, SECTION 12, AND AN 8.70-ACRE TRACT OF LAND OUT OF BLOCK 2, WEST 191 INDUSTRIAL PARK, SECTION 13, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT TO LI, LIGHT INDUSTRIAL DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH FM 1788 AND WEST COUNTY ROAD 77); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Purpose:

Newton Engineering, on behalf of Moore Casey Properties, LLC, is requesting a zone change to conform to the development of LI, Light Industrial use.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds would be required for this project.

Strategic Priority:

(Quality of Life and Place)

Surrounding Zoning and Land Use:

The properties to the south and east are zoned RR, Regional Retail District and are commercial buildings or currently undeveloped. The properties to the north and west are in the ETJ, Extra Territorial Jurisdiction and are the locations of single-family buildings and vacant land.

Analysis:

The applicant is requesting a zone change from RR to LI for light industrial use. The property has not yet been developed but has plans to develop into light industrial use instead of regional retail. The owner wants to construct an office with a yard and garage.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Building Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No objections to zone change. [For Applicant's Information Only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Oil and Gas: (Approved with Conditions)

Oil & Gas well concern-It appears a Plugged and Abandoned (P&A) well Nobles 3115R API 329-36328 needs to be identified. Include language in plat notes- No structure shall be built over Plugged and Abandoned well. Informational: No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat. Please note if oil & gas wells are not identified or left off plat, this could prevent receiving city permits for structures.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

Planning:

Staff recommends approval of this request for a zone change.

Letters of Objection:

As of June 19, 2024, Staff has not received any letters of objection.

Attachments:

Survey & Metes & Bounds (Exhibit A)
Application
Location Map
Zoning Map
Location Map
Aerial
Photo

José E. Ort

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 6.92-ACRE TRACT OF LAND OUT OF BLOCK 1, WEST 191 INDUSTRIAL PARK, SECTION 12, AND AN 8.70-ACRE TRACT OF LAND OUT OF BLOCK 2, WEST 191 INDUSTRIAL PARK, SECTION 13, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT TO LI, LIGHT INDUSTRIAL DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH FM 1788 AND WEST COUNTY ROAD 77); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning a 6.92-acre tract of land out of Block 1, West 191 Industrial Park, Section 12, and an 8.70-acre tract of land out of Block 2, West 191 Industrial Park, Section 13, City and County of Midland, Texas, said tracts being more specifically described by metes and bounds in Exhibits "A" and "B", which are attached hereto and incorporated herein (collectively, the "Property"), to LI, Light Industrial District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from RR, Regional Retail District to LI, Light Industrial District.

SECTION TWO. That the definitions given in the zoning regulations contained in

the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2024; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

NEWTON ENGINEERING, PC

4501A Santa Rosa Dr.
Midland, Texas 79707
(432) 770-0499

F-13856
F-10194809

2481 E. 2nd St.
Odessa, Texas 79761
(432) 935-0707

EXHIBIT "A"
LEGAL DESCRIPTION
FOR ZONING OF A 6.92 ACRE TRACT
LOCATED IN SECTION 31, BLOCK 40, T-1-S, T&P RWY. CO. SURVEY, MIDLAND COUNTY, TEXAS

BOUNDARY BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" Iron rod found in the east right-of-way line of FM 1788 and the southwest corner of Lot 11A, Block 1, West 191 Industrial Park, Section 12 as recorded in Document Number 2023-27972, Official Public Records of Midland County, Texas, being the southwest corner of this tract;

THENCE N 14°08'24" W along the east right-of-way line of said FM 1788 and the west line of said Lot 11A, a distance of 306.89 feet to the City of Midland City Limits, being the northwest corner of this tract;

THENCE N 75°14'50" E along said City of Midland City Limits, a distance of 566.01 feet to a point in the east line of Lot 11C, said Block 1, being the most northerly northeast corner of this tract;

THENCE S 14°08'45" E along the east line of said Lot 11C, a distance of 49.57 feet to a ½" Iron rod found at the northwest corner of Lot 11D, said Block 1, being an ell corner of this tract;

THENCE N 75°15'38" E, a distance of 294.48 feet to a ½" Iron rod found at the northwest corner of Common Area "A" Drainage Basin, Block 1, West 191 Industrial Park, Section 6, as recorded in Cabinet M, Page 101, Midland County Plat Records and the most northerly northeast corner of Lot 11F, Block 1, said West 191 Industrial Park, Section 12, being an ell corner of this tract;

THENCE S 14°44'22" E along the most northerly west line of said Common Area "A" Drainage Basin and the east line of said Lot 11F, a distance of 59.99 feet to a ½" Iron rod found at an ell corner of said Common Area "A" Drainage Basin and said Lot 11F and this tract;

THENCE N 75°15'38" E along the most northerly south line of said Common Area "A" Drainage Basin, a distance of 262.54 feet to a ½" Iron rod found at an ell corner of said Common Area "A" Drainage Basin and the northeast corner of Lot 11G, Block 1, said West 191 Industrial Park, Section 12, being the most easterly northeast corner of this tract;

THENCE S 14°42'39" E along the west line of said Common Area "A" Drainage Basin and the east line of said Lot 11G, a distance of 196.55 feet to a ½" Iron rod found in the north line of a 60 foot wide Common Area "A" Access Road, said West 191 Industrial Park, Section 6, and being the southwest corner of said Common Area "A" Drainage Basin and the southeast corner of said Lot 11G and this tract;

THENCE S 75°12'55" W along the north line of said 60 foot wide Common Area "A" Access Road, a distance of 1125.63 feet to the Point of Beginning, containing 6.92 surface acres of land.

Bearings and Distances are relative to the Texas State Plane Coordinate System, 1983 NAD, Central Zone. Combined Grid Factor of 0.999890068 and a Theta Angle of -00°59'09".

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.



Dow E. Kelly, R.P.L.S. 5707

NEWTON ENGINEERING, PC

4501A Santa Rosa Dr.
Midland, Texas 79707
(432) 770-0499

F-13856
F-10194809

2481 E. 2nd St.
Odessa, Texas 79761
(432) 935-0707

EXHIBIT "B"
LEGAL DESCRIPTION
FOR ZONING OF A 8.70 ACRE TRACT
BEING WEST 191 INDUSTRIAL PARK, SECTION 13,
AS RECORDED IN DOCUMENT NUMBER 2023-27968, OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS
LOCATED IN SECTION 31, BLOCK 40, T-1-S, T&P RWY. CO. SURVEY, MIDLAND COUNTY, TEXAS

BOUNDARY BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" Iron rod found in the east right-of-way line of FM 1788 and being the southwest corner of said Lot 7A, Block 2, said West 191 Industrial Park, Section 13 and this tract;

THENCE N 14°08'24" W along the east right-of-way line of said FM 1788 and the west line of said Lot 7A, a distance of 291.83 feet to a ½" Iron rod found in the south line of a 60 foot wide Common Area "A" Access Road, West 191 Industrial Park, Section 6, as recorded in Cabinet M, Page 101, Midland County Plat Records, and being the northwest corner of said Lot 7A and this tract;

THENCE N 75°12'55" E along the south line of said 60 foot wide Common Area "A" Access Road, a distance of 1297.31 feet to a ½" Iron rod found at the northwest corner of Lot 8, Block 2, said West 191 Industrial Park, Section 6 and being the northeast corner of Lot 7I, Block 2, said West 191 Industrial Park, Section 13 and this tract;

THENCE S 14°49'08" E along the west line of said Lot 8 and the east line of said Lot 7I, a distance of 82.41 feet pass the southwest corner of said Lot 8, continuing on for a total distance of 291.80 feet to a ½" Iron rod found at the northeast corner of a 9.09 acre tract as described in Document Number 2014-26379, Official Public Records of Midland County and being the southeast corner of said Lot 7I and this tract;

THENCE S 75°12'53" W along the north line of said 9.09 acre tract, a distance of 1300.77 feet to the Point of Beginning, containing 8.70 surface acres of land.

Bearings and Distances are relative to the Texas State Plane Coordinate System, 1983 NAD, Central Zone. Combined Grid Factor of 0.999890068 and a Theta Angle of -00°59'09".

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THENCE N 75°14'50" E along said City of Midland City Limits, a distance of 566.01 feet to a point in the east line of Lot 11C, said Block 1, being the most northerly northeast corner of this tract;

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THENCE S 75°12'55" W along the north line of said 60 foot wide Common Area "A" Access Road, a distance of 1125.63 feet to the Point of Beginning, containing 6.92 surface acres of land.

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LOCATED IN SECTION 31, BLOCK 40, T-1-S, T&P RWY. CO. SURVEY, MIDLAND COUNTY, TEXAS

BOUNDARY BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" Iron rod found in the east right-of-way line of FM 1788 and being the southwest corner of said Lot 7A, Block 2, said West 191 Industrial Park, Section 13 and this tract;

THENCE N 14°08'24" W along the east right-of-way line of said FM 1788 and the west line of said Lot 7A, a distance of 291.83 feet to a ½" Iron rod found in the south line of a 60 foot wide Common Area "A" Access Road, West 191 Industrial Park, Section 6, as recorded in Cabinet M, Page 101, Midland County Plat Records, and being the northwest corner of said Lot 7A and this tract;

THENCE N 75°12'55" E along the south line of said 60 foot wide Common Area "A" Access Road, a distance of 1297.31 feet to a ½" Iron rod found at the northwest corner of Lot 8, Block 2, said West 191 Industrial Park, Section 6 and being the northeast corner of Lot 7I, Block 2, said West 191 Industrial Park, Section 13 and this tract;

THENCE S 14°49'08" E along the west line of said Lot 8 and the east line of said Lot 7I, a distance of 82.41 feet pass the southwest corner of said Lot 8, continuing on for a total distance of 291.80 feet to a ½" Iron rod found at the northeast corner of a 9.09 acre tract as described in Document Number 2014-26379, Official Public Records of Midland County and being the southeast corner of said Lot 7I and this tract;

THENCE S 75°12'53" W along the north line of said 9.09 acre tract, a distance of 1300.77 feet to the Point of Beginning, containing 8.70 surface acres of land.

Bearings and Distances are relative to the Texas State Plane Coordinate System, 1983 NAD, Central Zone. Combined Grid Factor of 0.999890068 and a Theta Angle of -00°59'09".

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Dow E Kelly, R.P.L.S. 5707

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Moore Casey Properties, LLC		Phone (432)352-3186 Email casey_1jones@yahoo.com	
Address PO Box 51896	City Midland	State TX	Zip 79710

Property Owner SAME AS APPLICANT Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Representative *(if different from Applicant or Property Owner)* Firm: Newton Engineering, PC Printed Name: John M. Newton		Phone (432) 770-0499 Email john@newtoncivil.com	
Address 4501 A Santa Rosa Dr.	City Midland	State TX	Zip 79707

Street Address: 1812, 1810, 1808, 1806, 1804, 1802, 1800, 1716, 1714, 1712, 1710, 1708, 1706, 1704, 1702, 1700 N FM 1788, Midland, Tx 79707

Legal Description
Lot: Block: Subdivision: Lot 11A-11G, Block 1 West 191 Industrial Section 12, and 7A-7I, Block 2, West 191 Industrial Section 13

Current Zoning: Regional Retail-RR

Proposed Zone: Light Industrial-LI
(List by tracts if more than one district is requested)

Reason for Zone Change Request: ~~To conform to the development~~

Present Use of Property: Undeveloped

Proposed Use of Property: Office with yard and garage

How would this zone change affect the public health, safety and welfare?
This project would provide much needed office space for the community

Describe how conditions affecting the property have changed since present zoning designation: The property has been developed to what the staff determined to be light industrial instead of Regional Retail.

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): Casey Jones	Date: 5-2-24
Applicant (printed): Casey Jones	
Property Owner (signature): Casey Jones	Date: 5-2-24
Property Owner (printed): Casey Jones	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Casey Jones who, being by me duly sworn, upon oath says: That (s)he is the owner of Moore Casey Properties LLC or authorized by Moore Casey Properties 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.

Casey Jones
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 2 day of May, 2024, to certify which witness my hand and seal of office.

SARAH BAYS NOTARY PUBLIC STATE OF TEXAS NOTARY ID 134761596 MY COMM. EXP. 02-13-2028

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

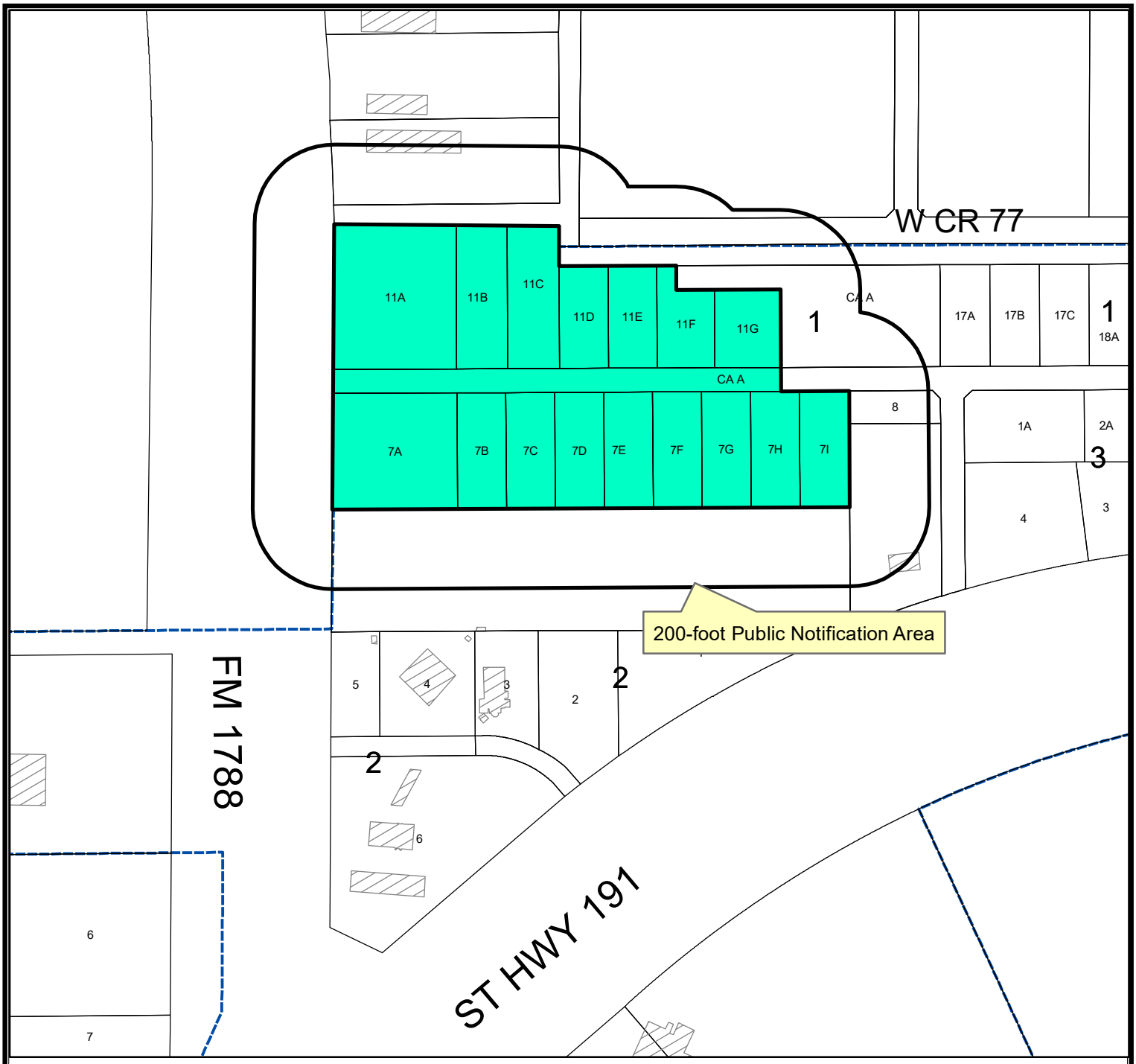
- [x] Property Owner Authorization
- [x] Application Fee
  Check # 1733
- [x] Dimensioned Site Plan
- [x] Plans in Digital Format (PDF/JPEG)

Received By: DA

Date:

RECEIVED
MAY 07 2024
BY: .....

Application will not be considered for scheduling until reviewed by a planner.



Location Map

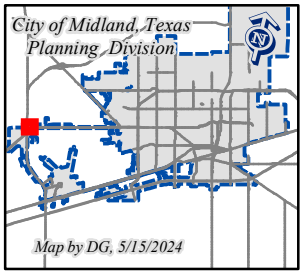
Z-24-0379 **Scale: 1" = 600'**

A request by Moore Casey Properties for a zone change from, RR, Regional Retail District, to LI, Light Industrial District for a 6.92-acre tract of land, out of Block 1, Lots 11A-11G, West 191 Industrial Park, Section 12, and a 8.70-acre tract of land, out of Block 2, Lots 7A-7I, West 191 Industrial Park, Section 13., City and County of Midland, Texas.

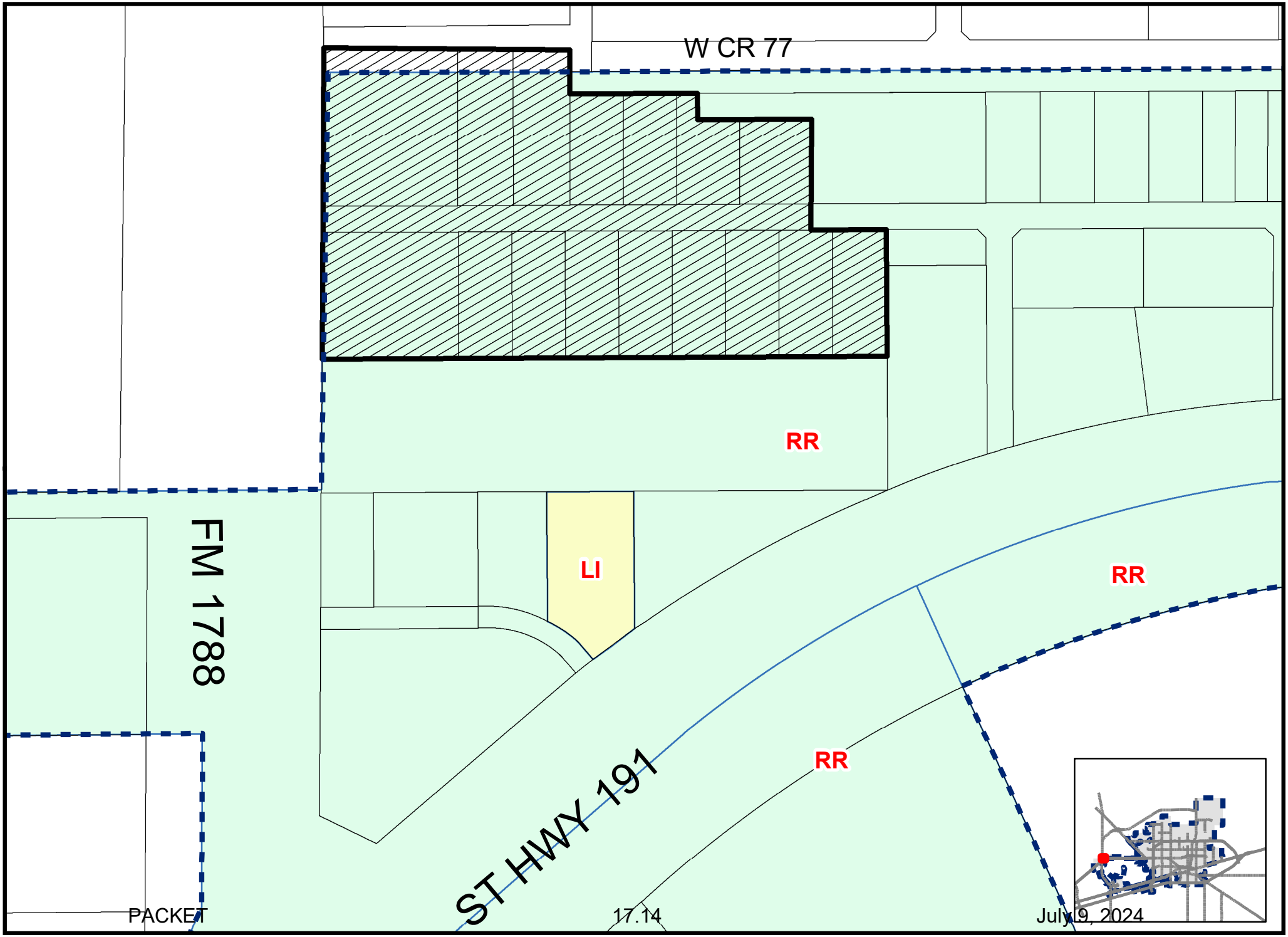
Generally located on the southeast corner of the intersection of N FM 1788 and W County Road 77. (District 4)

L E G E N D

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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Map By DG, 5/15/2024

Z-24-0379

Scale: 1" = 200'

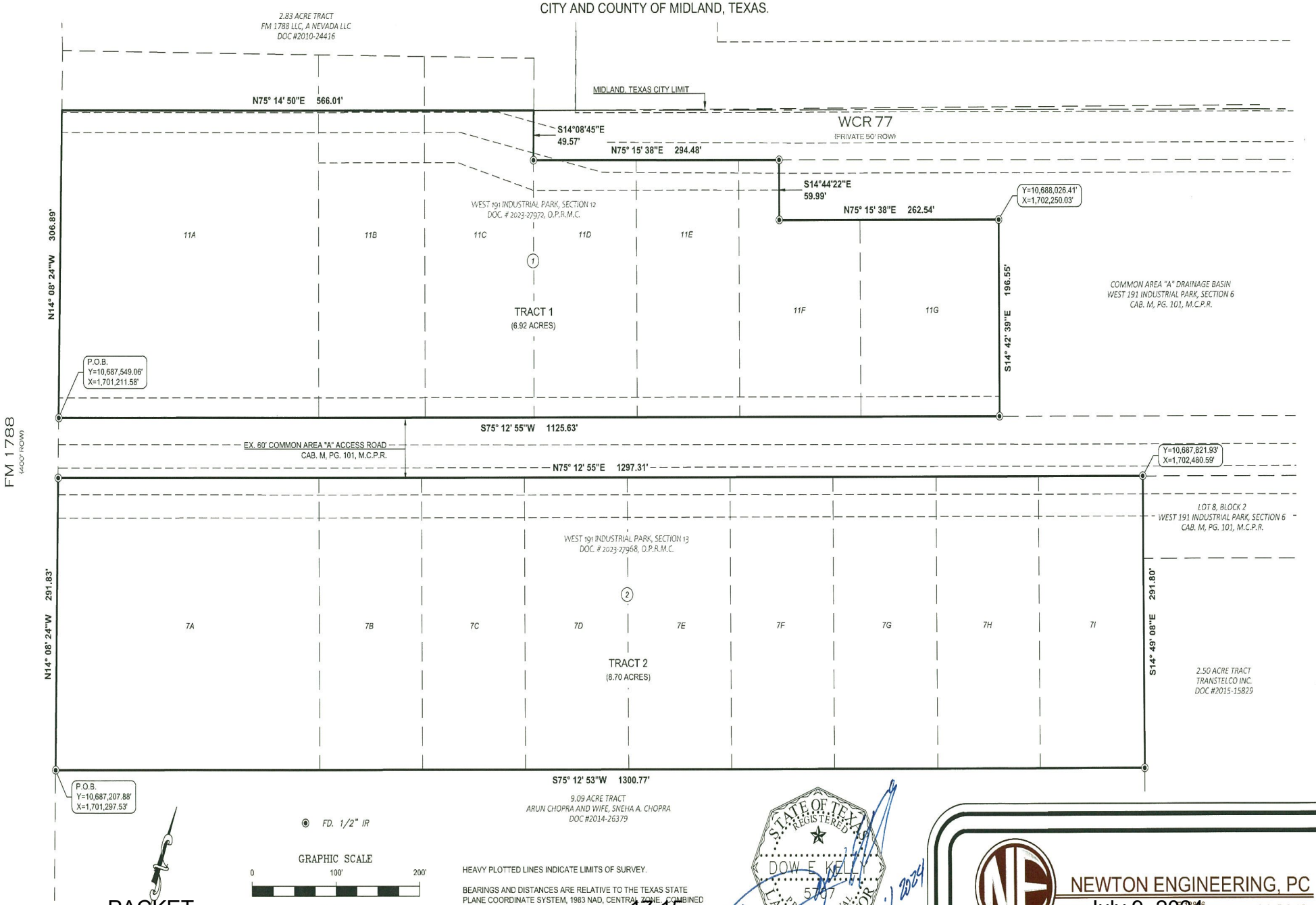
ZONING MAP

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EXHIBIT "C"
ZONING EXHIBIT OF

A 6.92 ACRE TRACT AND A 8.70 ACRE TRACT

LOCATED IN SECTION 31, BLOCK 40, T-1-S, T&P RR. CO. SURVEY,
CITY AND COUNTY OF MIDLAND, TEXAS.



FD. 1/2" IR

GRAPHIC SCALE

0 100' 200'

(IN FEET)

ORIGINAL PLOTTED AT A SCALE OF 1"=100' ON 11" x 17" PAPER

HEAVY PLOTTED LINES INDICATE LIMITS OF SURVEY.

BEARINGS AND DISTANCES ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, 1983 NAD, CENTRAL ZONE, COMBINED GRID FACTOR OR 0.999890068 AND A THETA ANGLE OF -00°55'58".

EXHIBIT "A" AND "B" ACCOMPANY THIS EXHIBIT.

STATE OF TEXAS
REGISTERED
DOW E. KELLY
5187
PROFESSIONAL
LAND SURVEYOR

29 April 2024

NEWTON ENGINEERING, PC

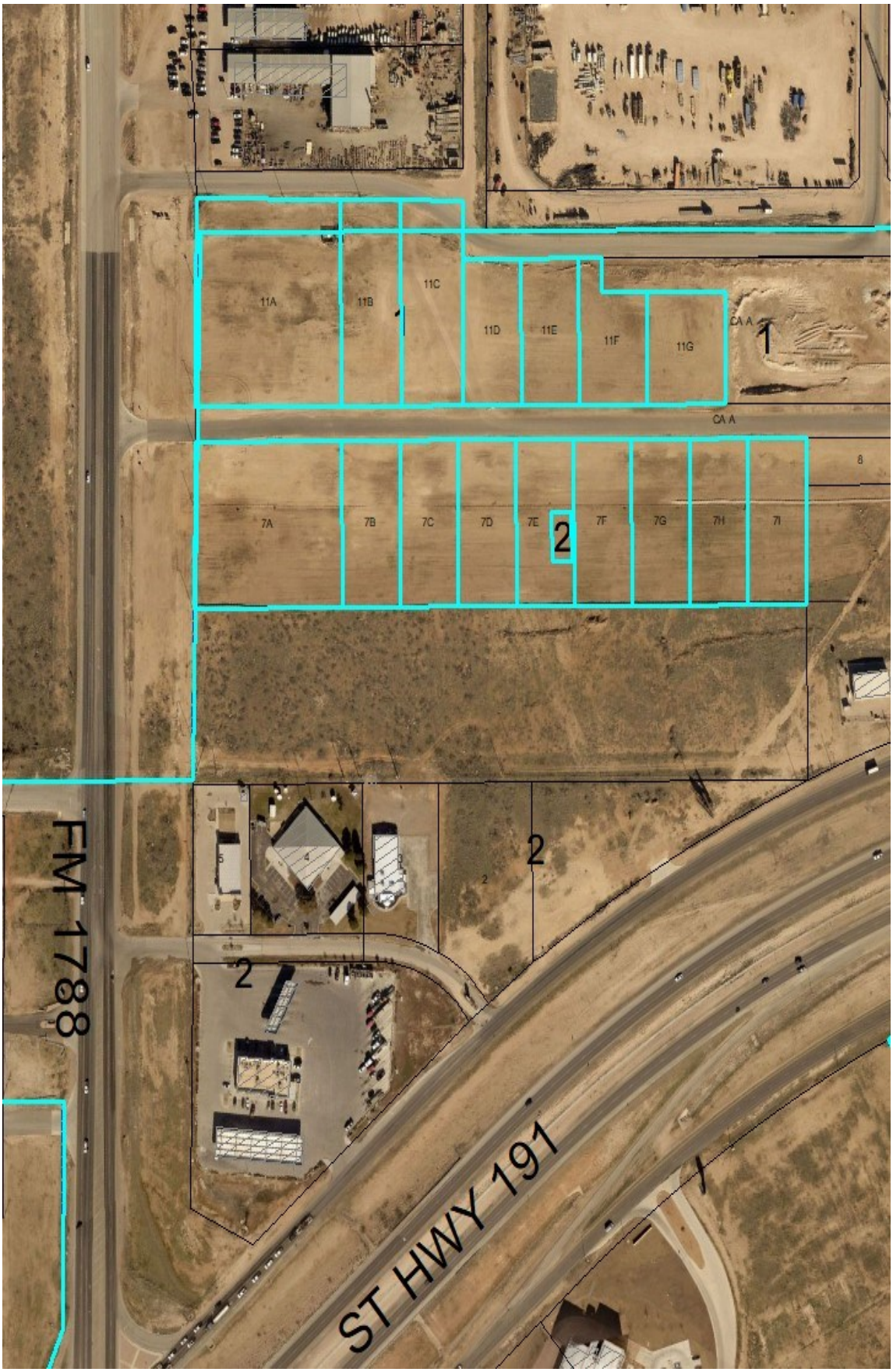
4501 Andrews Hwy, Ste. 9
Midland, Texas 79707
(432) 770-0499

TBPELS F-10194809

2481 E. 2nd St.
Odessa, Texas 79761
(432) 935-0707

Prepared For: MOORE CASEY PROPERTIES, LLC

Job No: 23-ME06191


11A
11B
11C
11D
11E
11F
11G
CA A
1
CA A
8
7A
7B
7C
7D
7E
2
7F
7G
7H
7I
2
2
2
FM 1788
ST HWY 191

City Council Meeting

Item Number: 18

Meeting Date: June 25, 2024

To: City Council / City Manager

From: Alexis M. Martinez, Associate Planner

Subject: **AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 4 AND 17, BLOCK 61, PARK AVENUE HEIGHTS ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH LEE STREET AND ON THE WEST SIDE OF SOUTH TYLER STREET, APPROXIMATELY 165 FEET SOUTH OF EAST CALIFORNIA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (COUNCIL DISTRICT 2)(DEVELOPMENT SERVICES)(QUALITY OF LIFE AND PLACE)**

Purpose:

The applicant, Jorge Chavez, is requesting a Zone Change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District to build new single-family dwelling at 806 South Tyler and 807 South Lee Street.

Recommended City Council Action:

Approve

Fiscal Impact:

The request has no significant impact on the City's budget.

Strategic Priority:

Quality of Life and Place

Discussion:

Current Zoning:

MF-22, Multiple-Family Dwelling District.

Surrounding Zoning and Land Use:

The properties to the north, east, south and west are zoned MF-22, Multiple-Family Dwelling District and is an existing single-family residential neighborhood.

Analysis:

The subject property is zoned MF-22, Multiple-Family Dwelling District. Jorge Chavez is seeking this zone change to construct a single-family home, which is not allowed in the MF-22 district. This vacant lot is located in a residential neighborhood that is developed with single-family homes. Changing this zoning would help the future residential development of this area. This lot does meet the requirements for the SF-3, Single-Family Dwelling District zoning.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, Chapter 3; which designated this area as U-M, Urban-Medium. This designation calls for any single-family zoning district.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire:

No comments or objections.

Oil and Gas:

No Oil and Gas issues.

Engineering:

No objections to zone change. [For Applicant's Information Only.] Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Code:

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Transportation:

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.] No objection to zone change. [For the Applicant's information only.]

Planning:

Therefore, staff recommends approval of this zone change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District.

Letters of Objection:

As of June 25, 2024, staff has received no letters of objection for this request.

Attachments:

Application
Site Plan (Exhibit A)
Maps

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 4 AND 17, BLOCK 61, PARK AVENUE HEIGHTS ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH LEE STREET AND ON THE WEST SIDE OF SOUTH TYLER STREET, APPROXIMATELY 165 FEET SOUTH OF EAST CALIFORNIA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lots 4 and 17, Block 61, Park Avenue Heights Addition, Section 2, City and County of Midland, Texas (the "Property") to SF-3, Single-Family Dwelling District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as

that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2024; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: Z-24-0377

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Property Owner Printed Name: Jorge Chavez		Phone (432) 254-0327 Email	
Address 807 S. Lee	City Midland	State Tx	Zip 79701

Representative *(if different from Applicant or Property Owner)* Firm: Schumann Surveying Printed Name: Ed Aleman		Phone (432) 254-0327 Email ealeman@schumannonline.net.	
Address 800 N. Marienfeld	City Midland	State Tx	Zip 79701

Street Address: 807 S. Lee & 806 S. Tyler

Legal Description
Lot: 17/4 Block: 61/61 Subdivision: Park Avenue Heights Section 2 / Park Avenue Heights, Section 2

Current Zoning: MF22	**Proposed Zone:** SF3 *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: Home Const.

Present Use of Property: Vacant.

Proposed Use of Property: Residential

How would this zone change affect the public health, safety and welfare? NA

Describe how conditions affecting the property have changed since present zoning designation: NA

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): Jorge Chavez	Date: 4-24-24
Property Owner (printed) : Jorge Chavez	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Ed Aleman who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by Jorge, 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.

HUNTER WAYNE HALL
Notary Public, State of Texas
Comm. Expires 06-05-2024
Notary ID 132509132

Eduardo J Aleman
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 24th day of April, 2024, to certify which witness my hand and seal of office.

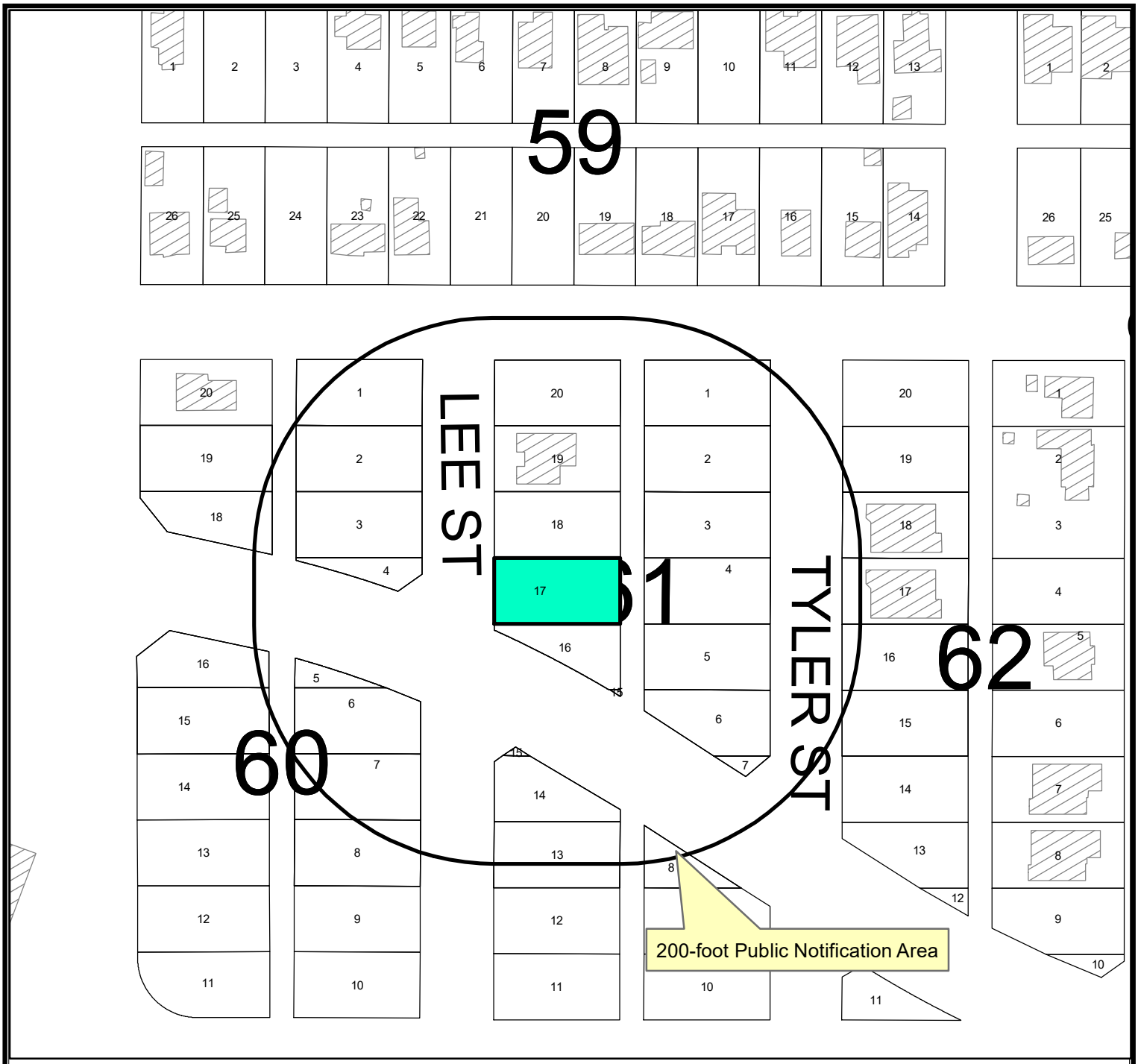
HWH

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # Waived	
Received By:	Date: APR 24 2024

****Application will not be considered for scheduling until reviewed by a planner.****



Location Map

SUB-24-0377 **Scale: 1" = 1,431**

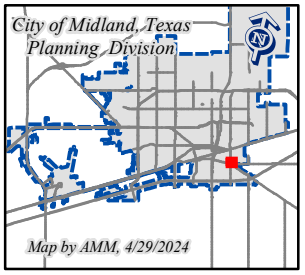
Consider a request by Jorge Chavez for a zone change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District on Lot 4 and Lot 17, Block 61, Park Avenue Heights, Section 2, City and County of Midland, Texas.

Generally located on the east side of South Lee Street and west side of South Tyler Street approximately 165 feet south of East California Avenue. (Council District 2)

PACKET 18.9

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

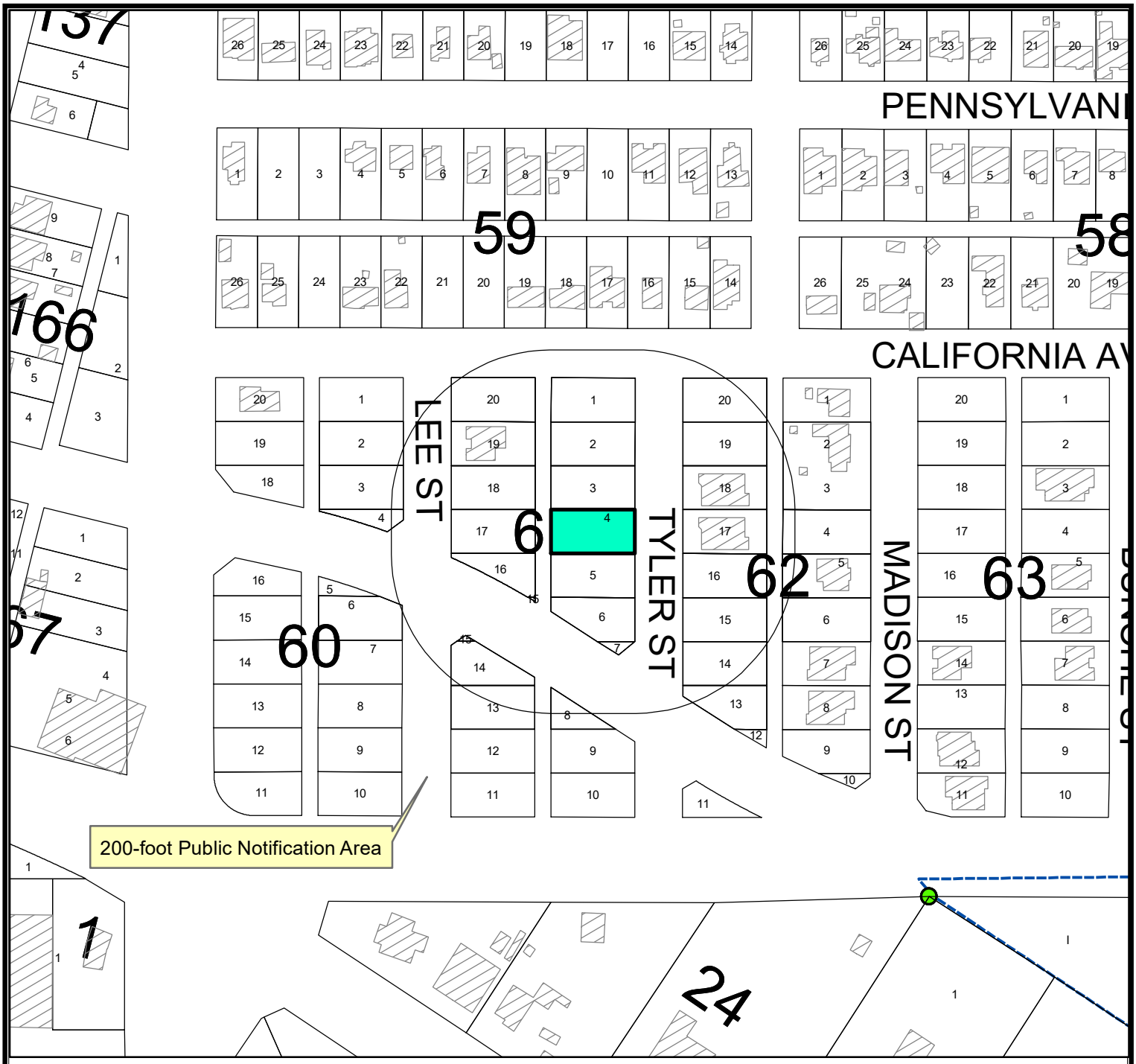


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July 9, 2024



Location Map

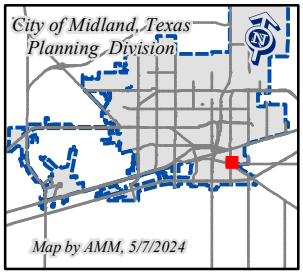
Z-24-0377 **Scale: 1" = 2147**

Consider a request by Jorge Chavez for a zone change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District on Lot 4 and Lot 17, Block 61, Park Avenue Heights, Section 2, City and County of Midland, Texas.

Generally located on the east side of South Lee Street and west side of South Tyler Street, approximately 165 feet south of East California Avenue. (Council District 2)

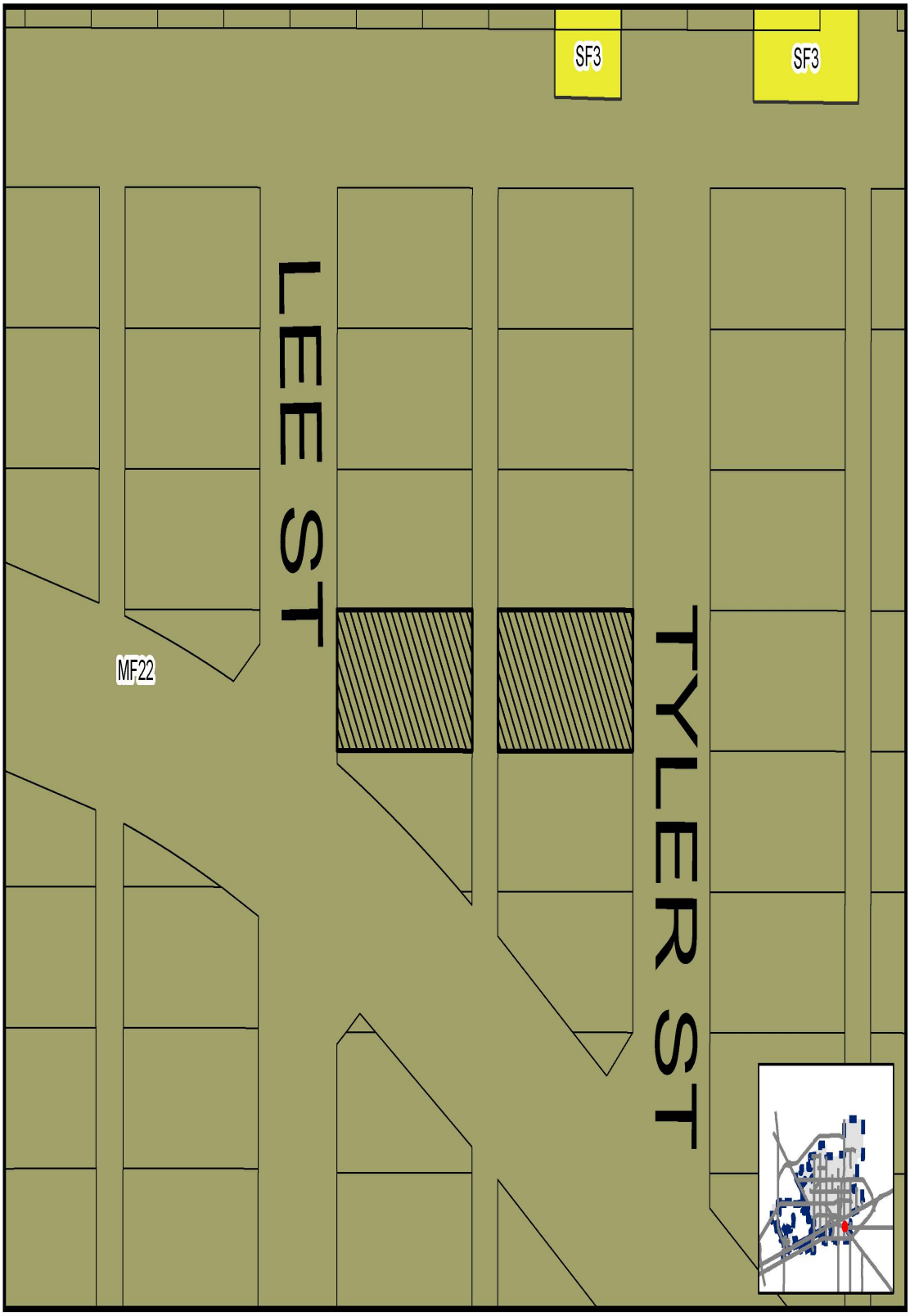
LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



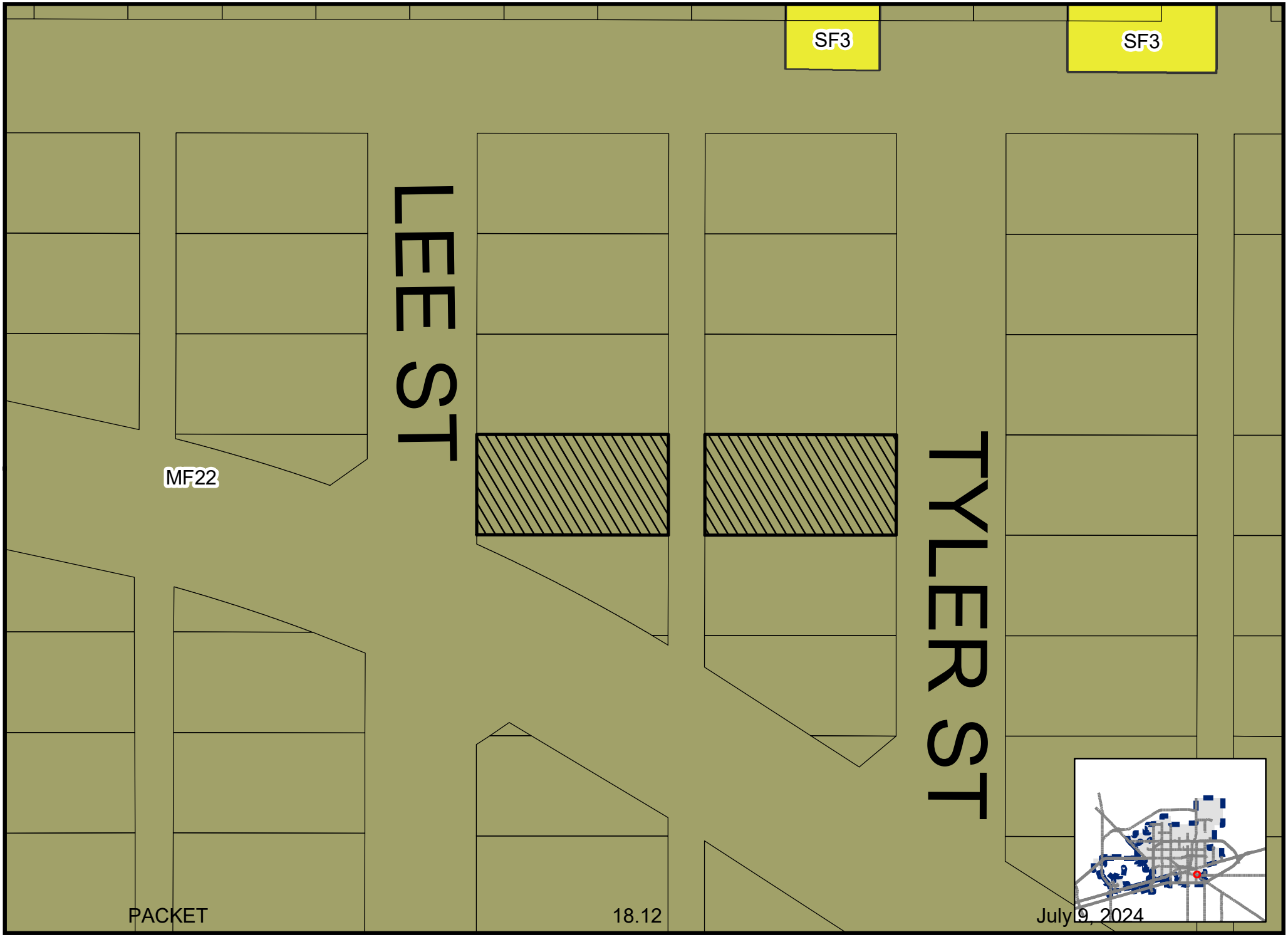
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July 9, 2024



Map AMM, 5/6/2024 Z-24-0377 Scale: 1" = 791 ZONING MAP

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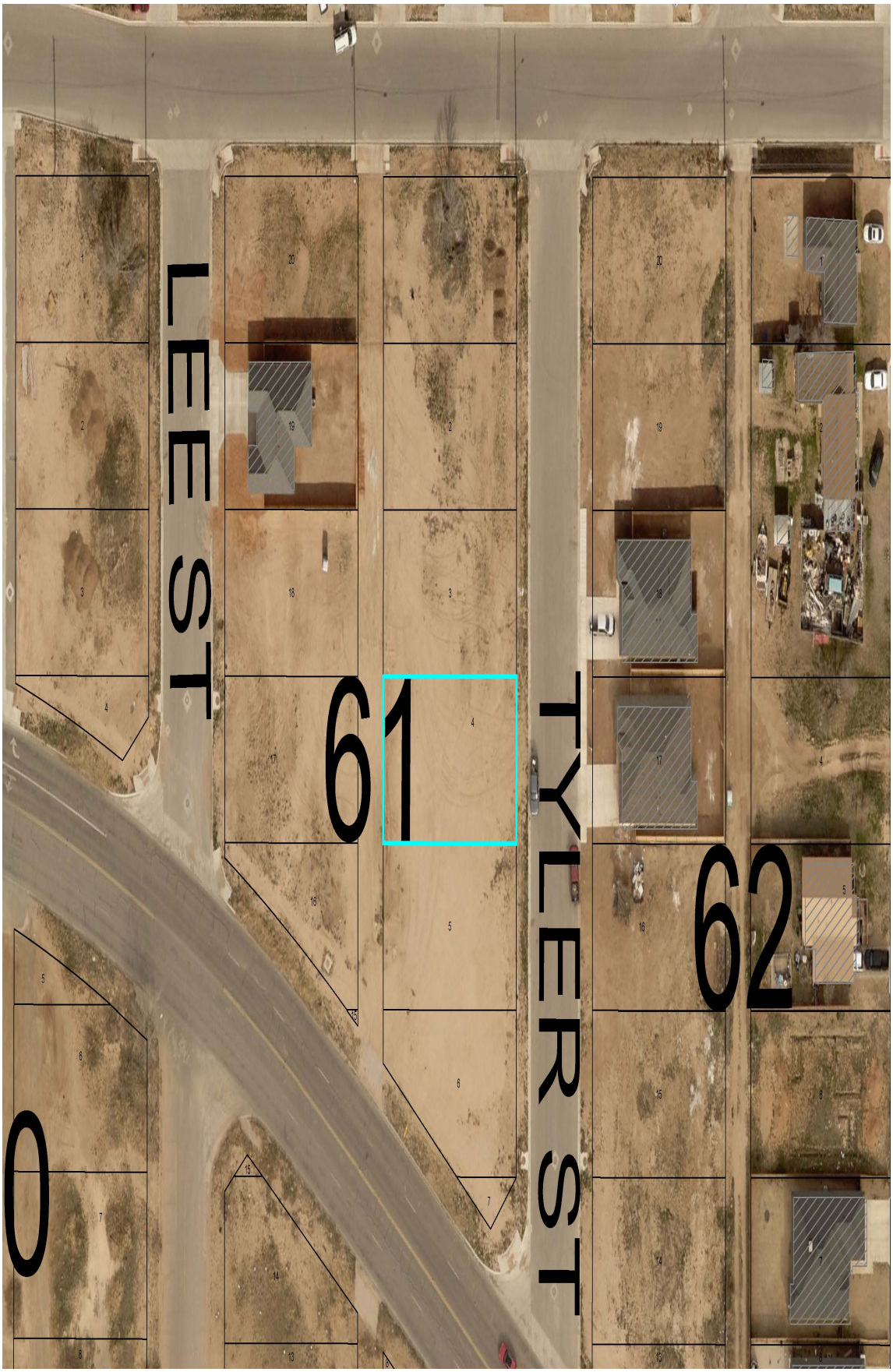
Map AMM, 5/6/2024

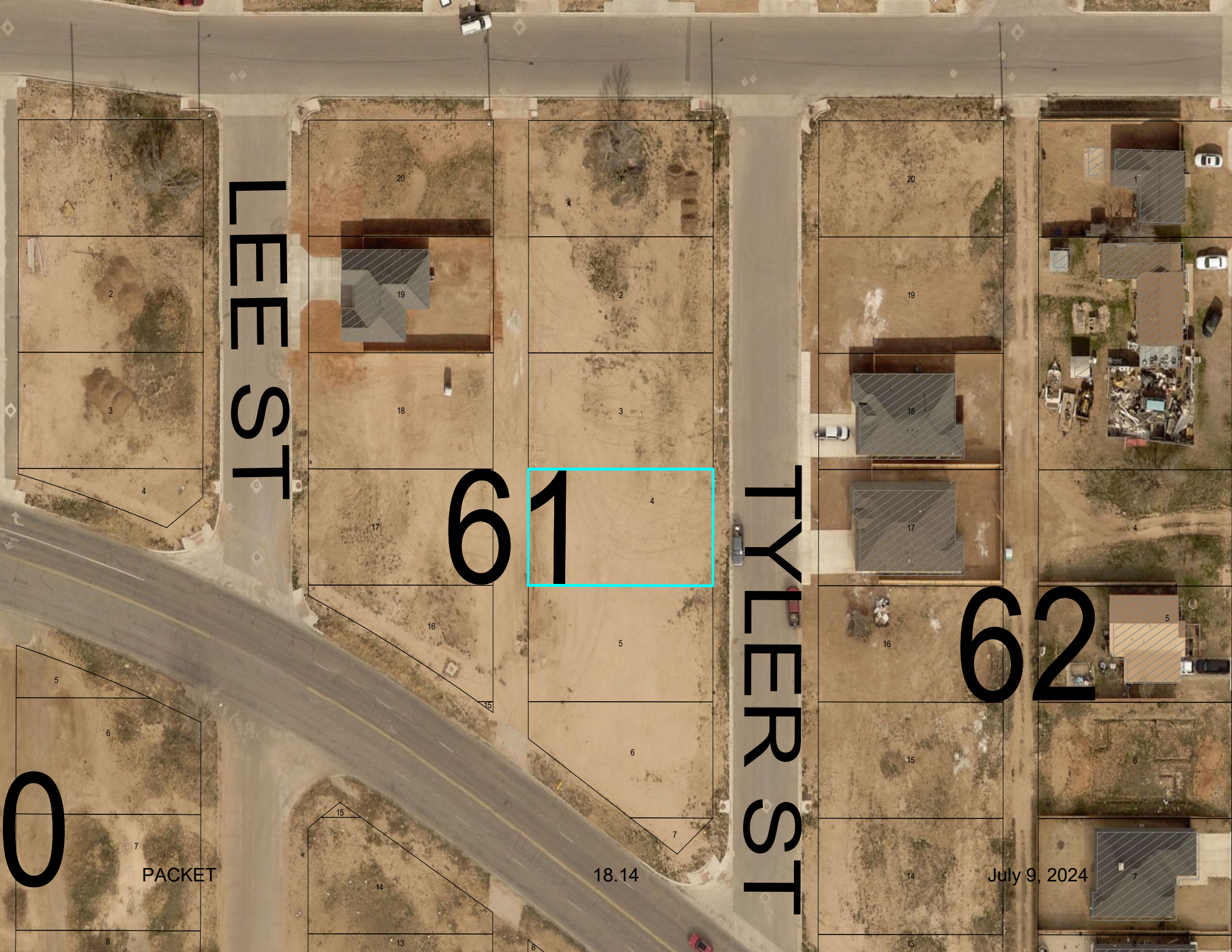
Z-24-0377

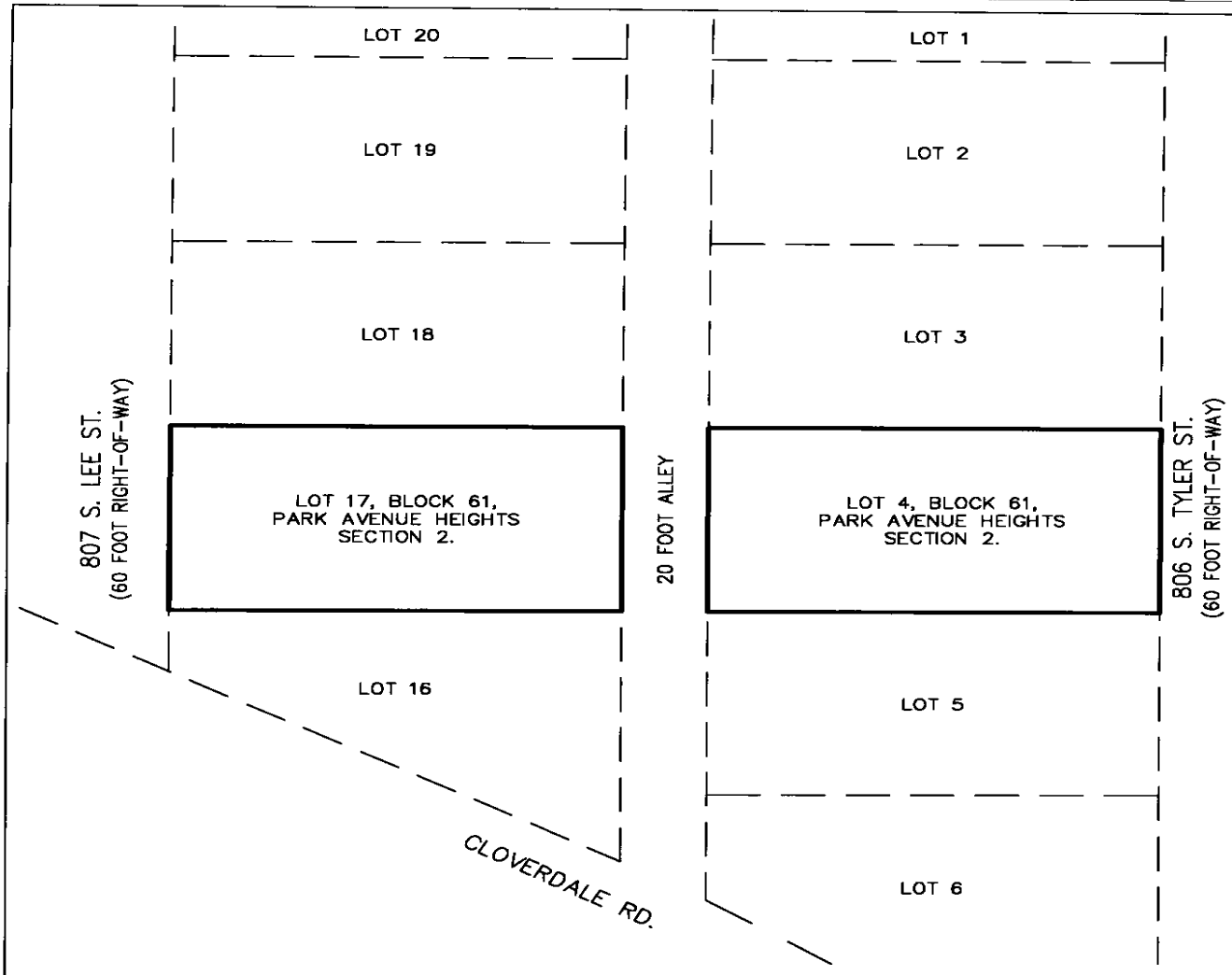
Scale: 1" = 791

ZONING MAP

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LEE ST
TYLER ST
61
62
0


LEE ST
61
TYLER ST
62
0





EXHIBIT

LOTS 4 & 17,

BLOCK 61,

PARK AVENUE HEIGHTS,

SECTION 2.

AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 294, PAGE 283, PLAT RECORDS OF

MIDLAND COUNTY, TEXAS

SCALE: 1" = 40'

PROJECT JOB NO.:

SCHUMANN
SURVEYING, INC.
A LATERAL LAND COMPANY
800 N. MARIENFELD STREET
SUITE 100
MIDLAND, TEXAS 79701
TEXAS FIRM No. 10149500
Office (432) 687-5548

MIDLAND

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Item 25

Jorge Chavez

Zone Change

June 25, 2024



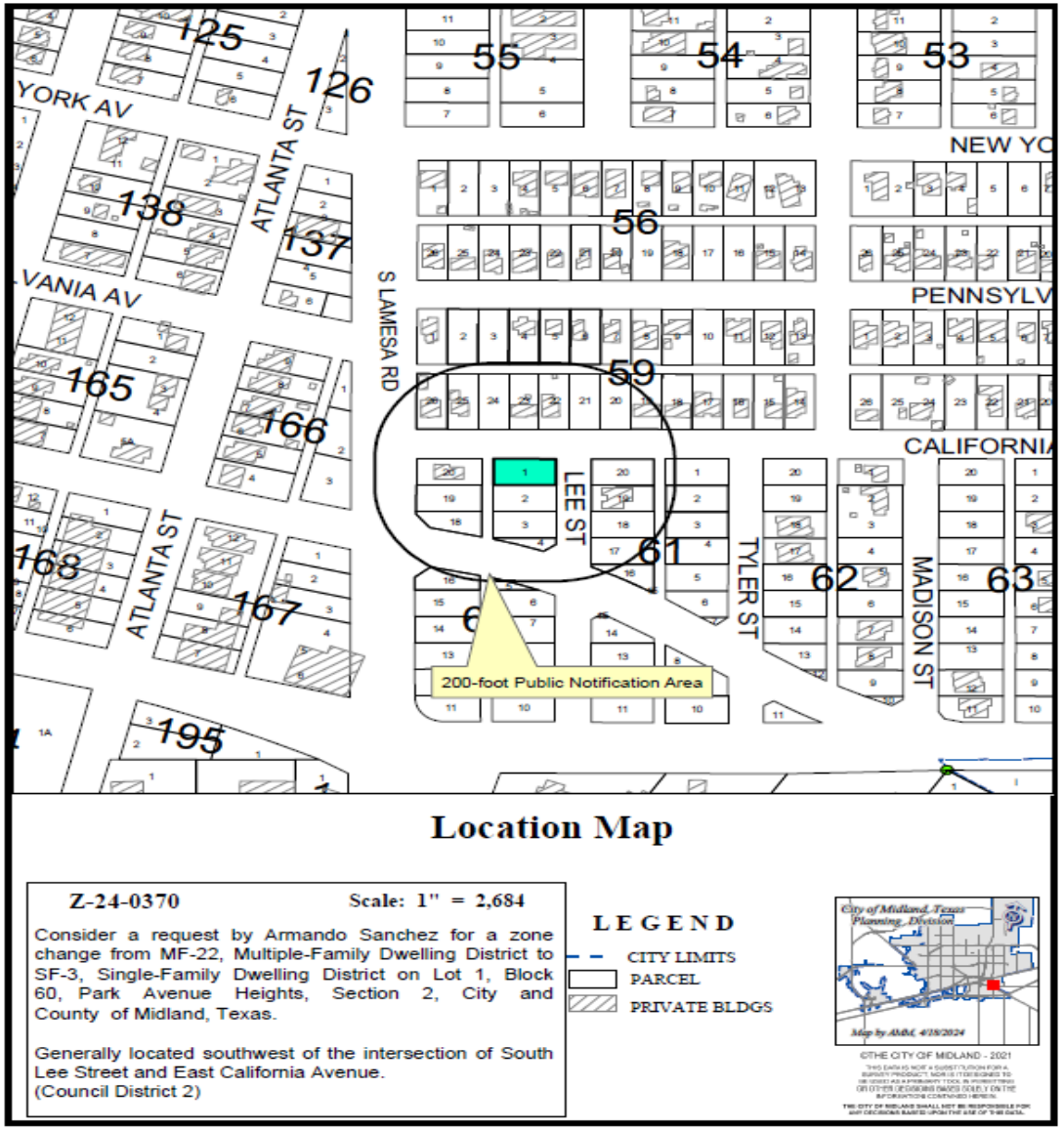
Visit Our Website:
MIDLANDTEXAS.GOV

Public Hearing

Jorge Chavez

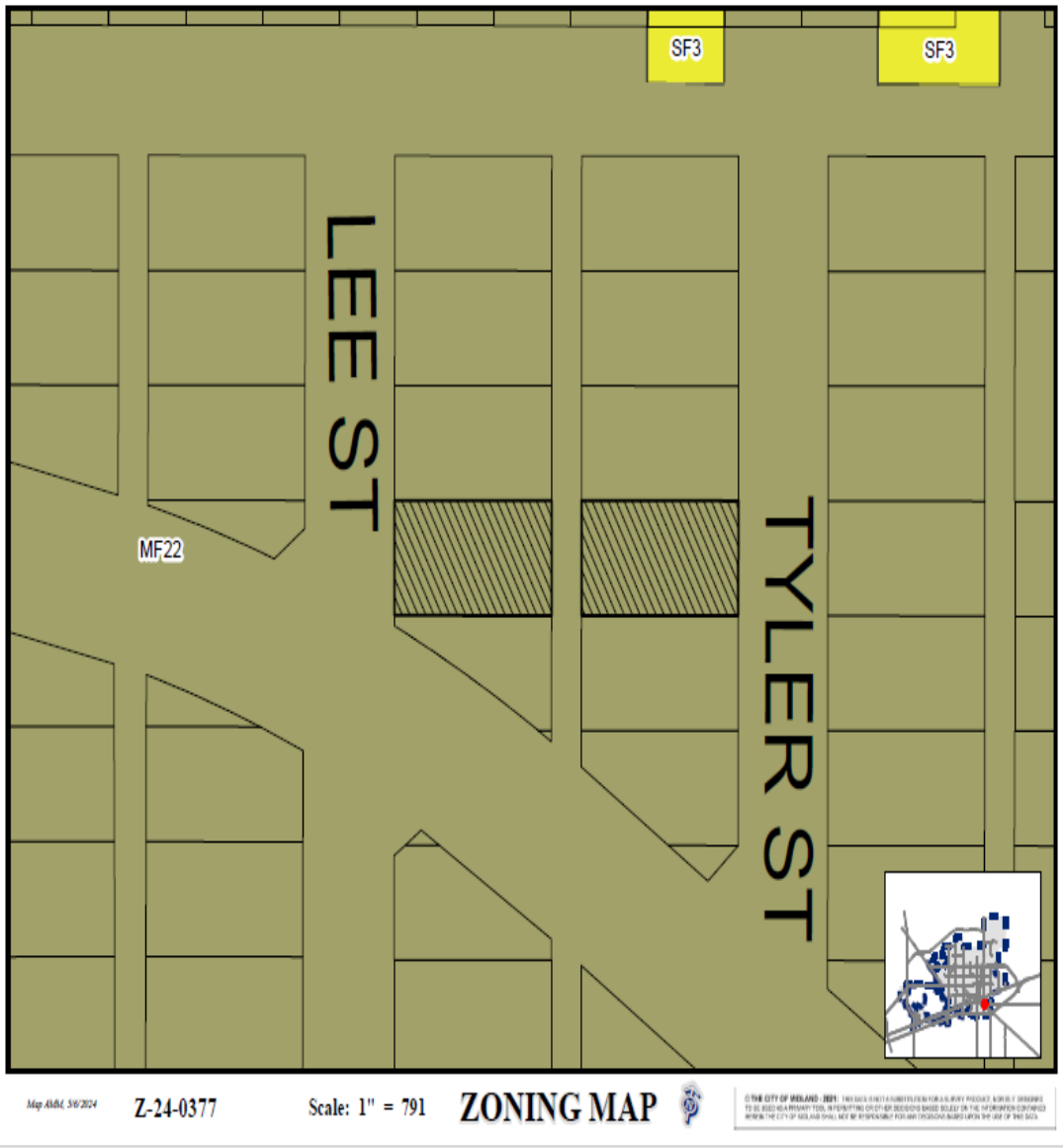
Zone Change

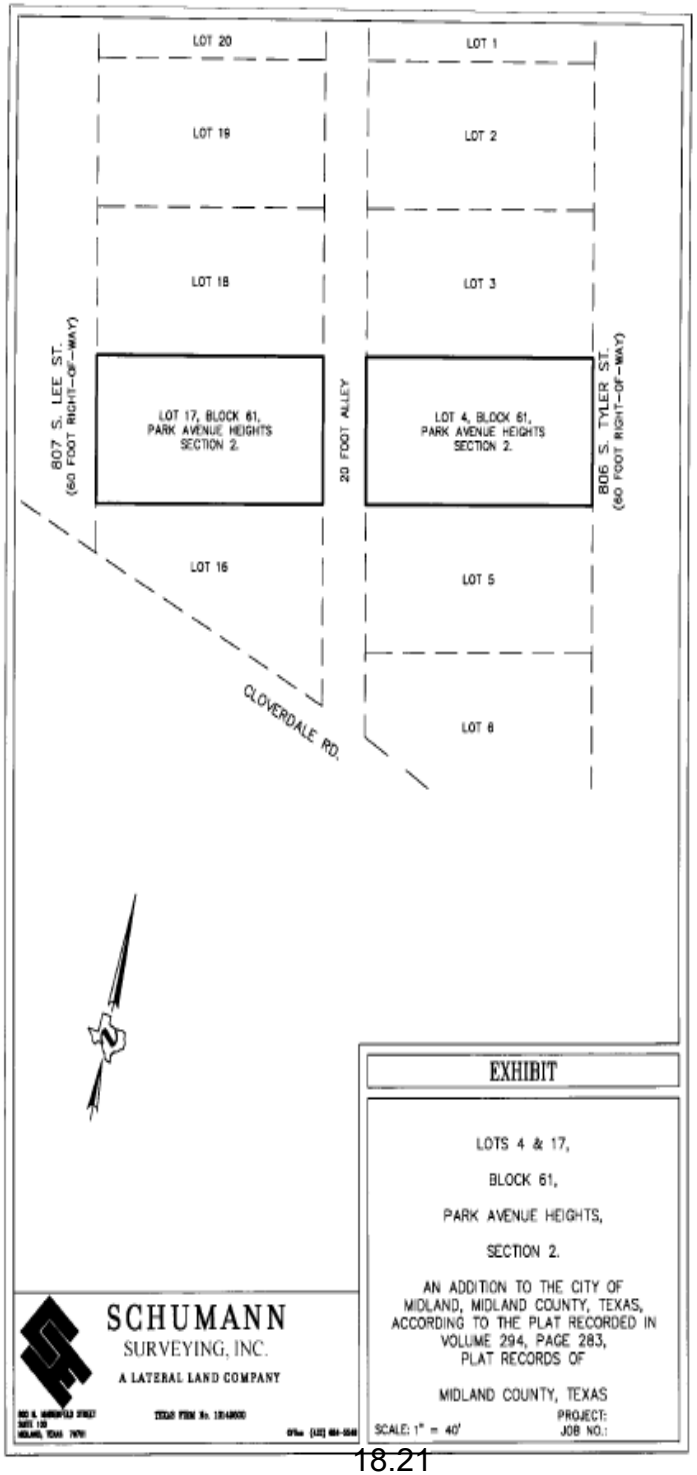
- Jorge Chavez
- Zone Change
- 806 S. Tyler & 807 South Lee Street
- Both are .13 acres



- Current Zoning: MF-22, Multiple-Family Dwelling District

- Surrounding Zoning:
- North, South, East, and West is MF-22, Multiple-Family Dwelling District
- Proposed Zoning: SF-3, Single-Family Dwelling District



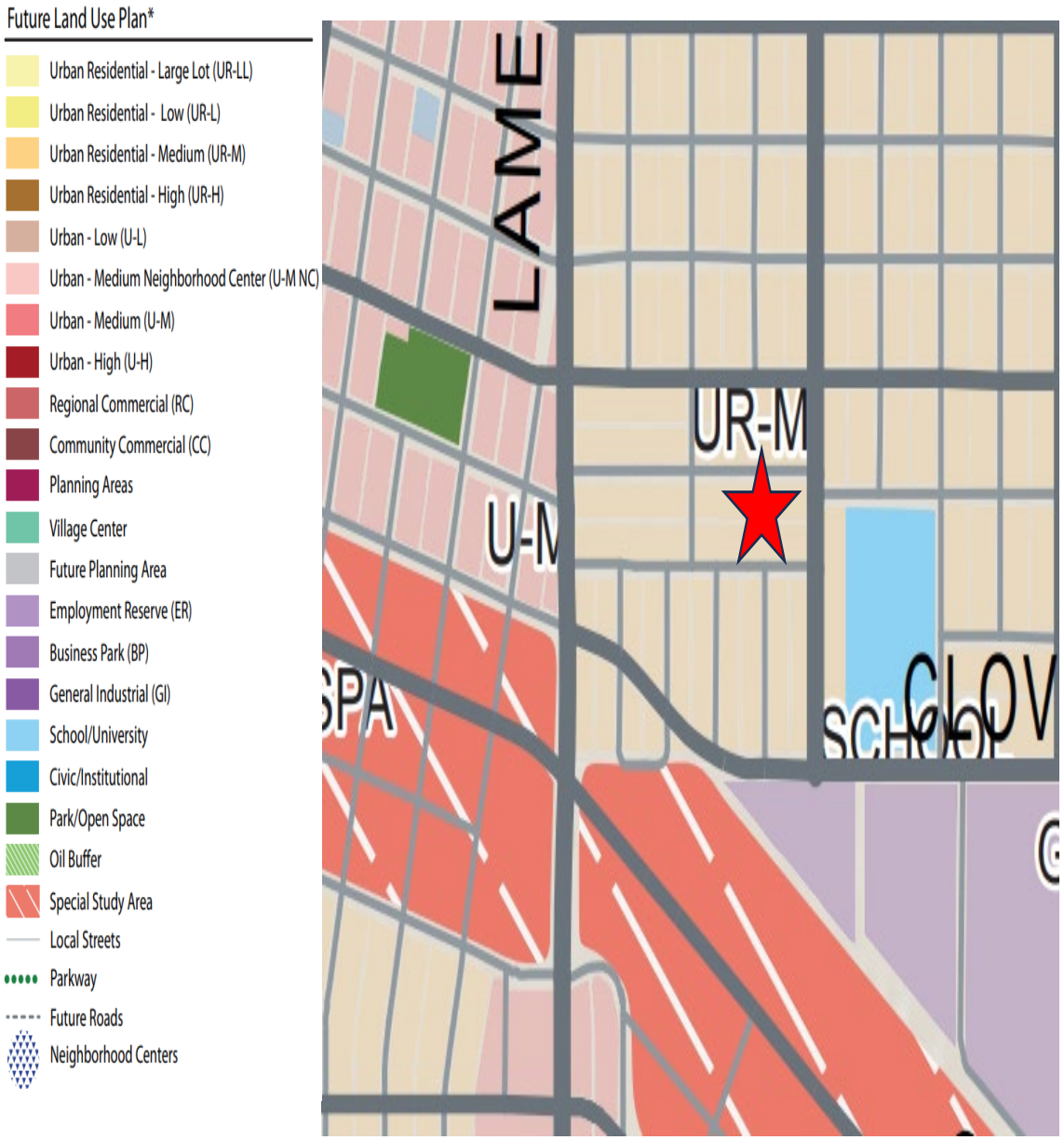

LOT 20
LOT 1
LOT 19
LOT 2
LOT 18
LOT 3
807 S. LEE ST.
(60 FOOT RIGHT-OF-WAY)
LOT 17, BLOCK 61,
PARK AVENUE HEIGHTS
SECTION 2.
20 FOOT ALLEY
LOT 4, BLOCK 61,
PARK AVENUE HEIGHTS
SECTION 2.
806 S. TYLER ST.
(60 FOOT RIGHT-OF-WAY)
LOT 16
LOT 5
CLOVERDALE RD.
LOT 6
N
SCHUMANN
SURVEYING, INC.
A LATERAL LAND COMPANY
EXHIBIT
LOTS 4 & 17,
BLOCK 61,
PARK AVENUE HEIGHTS,
SECTION 2.
AN ADDITION TO THE CITY OF
MIDLAND, MIDLAND COUNTY, TEXAS,
ACCORDING TO THE PLAT RECORDED IN
VOLUME 294, PAGE 283,
PLAT RECORDS OF
MIDLAND COUNTY, TEXAS
SCALE: 1" = 40'
PROJECT:
JOB NO.:

- Current use of the property: Vacant
- Proposed use of the Property Single- Family dwelling



MIDLAND
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- **TCT Land Use Designation: Urban-Medium Neighborhood Center (U-M)**
- **Supported Uses: Calls for any single-family zoning district**
- **Request is compatible with the surrounding area and the Tall City Tomorrow Plan.**



MIDLAND
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- Staff has not received any letters of objection and the Planning and Zoning Commission recommended approval of the Zone Change on May 20, 2024.
- Therefore, staff recommends APPROVAL of the Zone Change from MF-22, Multiple-Family to SF-3, Single-Family District.

City Council Meeting

Item Number: 19

Meeting Date: June 25, 2024

To: City Council / City Manager

From: Taha Sakrani,

Subject: AN ORDINANCE ALTERING PRIMA FACIE SPEED LIMITS ALONG CERTAIN STREETS IN THE CITY; AUTHORIZING INSTALLATION OF APPROPRIATE SIGNS AND MARKINGS; REPEALING ORDINANCE NO. 10493; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS ($200.00); AND ORDERING PUBLICATION (DISTRICT: NONE) (ENGINEERING SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)

Purpose:

Lowering the speed limit on Briarwood Avenue in response to new development is a proactive and comprehensive approach to ensuring safety, accessibility, and quality of life for all road users. This measure supports the seamless integration of new developments into the existing infrastructure, aligning with broader community goals and regulatory standards.

Additionally, lowering the speed limit on Midkiff Road to 40 MPH, consistent with the existing speed limits north of Mockingbird and south of Loop 250, ensures uniformity and safety along the corridor.

Furthermore, reducing the speed on Rankin Highway as requested by the Texas Department of Transportation addresses specific safety concerns and adheres to state recommendations for optimal traffic management.

Recommended City Council Action:

Approve

Fiscal Impact:

The cost will be negligible and can be accommodated within the Division's normal

maintenance budget. Any signs being removed due to a speed limit change will be salvaged for reuse if in good condition, or re-sheeted or recycled if their condition is no longer acceptable.

Strategic Priority:

(Set the Standard for a Safe and Secure City)

Discussion:

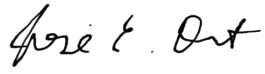
The Legal Department has prepared an ordinance amending existing ordinance no. 9064 establishing speed limits as follows:

Briarwood Avenue (both directions)
45 mph - from the centerline of State Highway 158 to the centerline of Avalon Drive.
40 mph - from the centerline of Avalon Drive to the centerline of Mathis Street.

Midkiff Rd (both directions)
40 mph - from the northern terminus of Midkiff Road to the centerline of Wall Street.

Rankin Hwy (both directions)
30 mph - from the centerline of Interstate 20 to the centerline of Business Interstate 20.

Staff recommends approval of this ordinance.



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE ALTERING PRIMA FACIE SPEED LIMITS ALONG CERTAIN STREETS IN THE CITY; AUTHORIZING INSTALLATION OF APPROPRIATE SIGNS AND MARKINGS; REPEALING ORDINANCE NO. 10493; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS ($200.00); AND ORDERING PUBLICATION

WHEREAS, under Section 542.202 and Section 545.356 of the Texas Transportation Code, the City Council is authorized to make certain findings based upon engineering and traffic investigations and to alter the prima facie speed limits on City streets or portions thereof; and

WHEREAS, the City Traffic Engineer has made studies and surveys of the traffic flowing along certain streets within the City limits of Midland, Texas; and

WHEREAS, the Council finds and determines from the above mentioned studies that certain streets, as hereinafter described in this ordinance, should be speed zoned to rates hereinafter set out in this ordinance;

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

SECTION ONE. That no person shall drive a vehicle on those certain streets as set out below at a speed greater than is reasonable or prudent under the circumstances then existing. The speed limits specified in this Section shall be lawful, but any speed in excess of the limits specified in this Section shall be prima facie evidence that the speed is not reasonable or prudent and is unlawful. Such speed limits are hereby fixed at the rates of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows:

A Street (both directions)

40 mph - from the northern terminus of A Street to the centerline of Loop 250

40 mph - from the centerline of Veterans Airpark Lane to the centerline of Scharbauer Drive

35 mph - from the centerline of Scharbauer Drive to the centerline of Wall Street

30 mph - from the centerline of Wall Street to the southern terminus of A Street

Ashwood Court (both directions)

25 mph - in its entirety

Avalon Drive (both directions)

40 mph - from the northern terminus of Avalon Drive to the centerline of Briarwood Avenue

40 mph - from the centerline of State Highway 191 to the southern terminus of Avalon Drive

Bent Tree Trail (both directions)

25 mph - in its entirety

Blackwood Drive (both directions)

25 mph - in its entirety

Bluebird Lane (both directions)

35 mph - from the centerline of Midland Drive to the centerline of Kingston Drive

25 mph - from the centerline of Kingston Drive to the eastern terminus of Bluebird Lane

Brandy Hill Road (both directions)

25 mph - in its entirety

Brentwood Drive (both directions)

25 mph - in its entirety

Briaroaks Court (both directions)

25 mph - in its entirety

Briaroaks Drive (both directions)

25 mph - in its entirety

Briarwood Avenue (both directions)

45 mph - from the centerline of State Highway 158 to the centerline of Avalon Drive

40 mph - from the centerline of Avalon Drive to the centerline of Mathis Street

35 mph - from the centerline of Mathis Street to the centerline of Midland Drive

Business State Highway 349C (both directions)

65 mph - from the northern boundary of Midland County to a point 797 feet north of Occidental Parkway

50 mph - from a point 797 feet north of Occidental Parkway to a point 370 feet south of the centerline of the south service road of Loop 250

Candlestick Drive (both directions)

25 mph - in its entirety

Cardinal Lane (both directions)

30 mph - from the centerline of Oriole Drive to the centerline of Midland Drive

35 mph - from the centerline of Midland Drive to the centerline of Midkiff Road

Castle Wood Drive (both directions)

25 mph - in its entirety

Centerview (both directions)

25 mph - in its entirety

Champions Drive (both directions)

25 mph - from the centerline of Tradewinds Boulevard to the centerline of Koufax Court

Clemente Court (both directions)

25 mph - in its entirety

Coliseum Court (both directions)

25 mph - in its entirety

Colt Court (both directions)

25 mph - in its entirety

Comiskey Court (both directions)

25 mph - in its entirety

Coyote Trail (both directions)

40 mph - in its entirety

Cranston Place (both directions)

25 mph - in its entirety

Crestgate Avenue (both directions)

25 mph - from the centerline of Midland Drive to the centerline of Gateway Street

Crosley Drive (both directions)

25 mph - in its entirety

Cuthbert Avenue (both directions)

30 mph - from the western terminus of Cuthbert Avenue to the centerline of Midkiff Road

35 mph - from the centerline of Midkiff Road the centerline of Ward Street

25 mph - from the centerline of Ward Street to the centerline of Garfield Street

25 mph - from the centerline of Garfield Street to a point 220 feet east of F Street

30 mph - from a point 220 feet east of F Street to the eastern terminus of Cuthbert Avenue

Deauville Boulevard (both directions)

40 mph - from the centerline of Avalon Drive to the centerline of Loop 250

Deeanna Lane (both directions)

25 mph - in its entirety

Devlin Place (both directions)

25 mph - in its entirety

DiMaggio Court (both directions)

25 mph - in its entirety

DiMaggio Drive (both directions)

25 mph - in its entirety

Drexel Court (both directions)

25 mph - in its entirety

Driftwood Drive (both directions)

25 mph - in its entirety

Fairgrounds Road (both directions)

45 mph - from the northern terminus of Fairgrounds Road to the centerline of Loop 250

50 mph - from the centerline of Loop 250 to the southern City limits

Florida Avenue (both directions)

35 mph - from the centerline of Garfield Street to the centerline of Big Spring Street

Fringewood Drive (both directions)

25 mph - in its entirety

Garfield Street (both directions)

40 mph - from the northern terminus of Garfield Street to the centerline of Bluebird Lane

45 mph - from the centerline of Bluebird Lane to the centerline of Loop 250

40 mph - from the centerline of Loop 250 to the centerline of Wadley Avenue

35 mph - from the centerline of Wadley Avenue to the centerline of Michigan Avenue

Gehrig Avenue (both directions)

25 mph - in its entirety

Gladewood Drive (both directions)

25 mph - in its entirety

Glen Mist Drive (both directions)

25 mph - in its entirety

Golden Gate Drive (both directions)

40 mph - from the northern terminus of Golden Gate Drive to the centerline of Briarwood Avenue

Golf Course Road (both directions)

35 mph - from the centerline of Andrew Highway/Alpine Street to the centerline of

Scharbauer Drive

30 mph - from the centerline of Scharbauer Drive to the centerline of A Street

30 mph - from the centerline of Big Spring Street to the centerline of Fairgrounds Road

35 mph - from the centerline of Fairgrounds Road to the eastern terminus of Golf Course Road

Grassland Boulevard (both directions)

25 mph - in its entirety

Green Tree Boulevard (both directions)

35 mph - from the western terminus of Green Tree Boulevard to the centerline of Holiday Hill Road

25 mph - from the centerline of Holiday Hill Road to the centerline of Midland Drive

Greenridge (both directions)

25 mph - in its entirety

Griffith Court (both directions)

25 mph - in its entirety

Griffith Drive (both directions)

25 mph - from the centerline of Deauville Boulevard to the centerline of Candlestick Drive

Hall of Fame Boulevard (both directions)

25 mph - from the centerline of Avalon Drive to the centerline of Riverfront Drive

Hathaway Court (both directions)

25 mph - in its entirety

Haywood Drive (both directions)

25 mph - in its entirety

Heartland Avenue (both directions)

25 mph - in its entirety

Heartland Court (both directions)

25 mph - in its entirety

Hereford Boulevard (both directions)

25 mph - in its entirety

Highland Boulevard (both directions)

25 mph - in its entirety

Highland Court (both directions)

25 mph - in its entirety

Hillcrest Court (both directions)

25 mph - in its entirety

Hillcrest Place (both directions)

25 mph - in its entirety

Holiday Hill Road (both directions)

40 mph - from the northern City limits to the centerline of Loop 250

Homeland Court (both directions)

25 mph - in its entirety

Homeland Drive (both directions)

25 mph - in its entirety

Homestead Boulevard (both directions)

25 mph - in its entirety

Homestead Court (both directions)

25 mph - in its entirety

Humble Avenue (both directions)

25 mph - from the centerline of Scharbauer Drive to the centerline of Big Spring Street

Illinois Avenue (both directions)

35 mph - from the centerline of Thomason Drive to the centerline of Andrews Highway

25 mph - from the centerline of Andrews Highway to the centerline of N Street

35 mph - from the centerline of N Street to the centerline of A Street

30 mph - from the centerline of A Street to the centerline of Front Street

Ironwood Drive (both directions)

25 mph - in its entirety

Island Circle (both directions)

25 mph - in its entirety

Island Drive (both directions)

25 mph - in its entirety

Jadewood Drive (both directions)

25 mph - in its entirety

King Kelly Court (both directions)

25 mph - in its entirety

Kirkwood Drive (both directions)

25 mph - in its entirety

Koufax Court (both directions)

25 mph - in its entirety

La Force Boulevard (both directions)

35 mph - from the centerline of Business Interstate 20 to the centerline of Banks Drive

30 mph - from the centerline of Banks Drive to a point 590 feet east of Banks Drive

20 mph - from a point 590 feet east of Banks Drive to a point 1,155 feet east of Banks Drive

15 mph - from a point 1,155 feet east of Banks Drive to a point 2,560 feet east of Banks Drive

30 mph - from a point 2,560 feet east of Banks Drive to the centerline of La Force Boulevard

Lamesa Road (northbound)

45 mph - from the southern City limits to a point 195 feet north of the centerline of Taylor Avenue

40 mph - from a point 195 feet north of the centerline of Taylor Avenue to a point 245 feet north of the centerline of Wall Street

35 mph - from a point 245 feet north of the centerline of Wall Street to a point 170 feet north of Wadley Avenue

45 mph - from a point 170 feet north of Wadley Avenue to the centerline of the north service road of Loop 250

Lamesa Road (southbound)

45 mph - from the centerline of the north service road of Loop 250 to a point 130 feet south of the centerline of Wadley Avenue

35 mph - from a point 130 feet south of the centerline of Wadley Avenue to a point 140 feet north of the centerline of Missouri Avenue

40 mph - from a point 140 feet north of the centerline of Missouri Avenue to a point 180 feet south of the centerline of Taylor Avenue

45 mph - from a point 180 feet south of the centerline of Taylor Avenue to the southern City limits

Legends Boulevard (both directions)

25 mph - in its entirety

Mac Drive (both directions)

25 mph - in its entirety

Mantle Court (both directions)

25 mph - in its entirety

Mays Drive (both directions)

25 mph - in its entirety

Mel Ott Lane (both directions)

25 mph - in its entirety

Memorial Court (both directions)

25 mph - in its entirety

Midkiff Road (both directions)

40 mph - from the northern terminus of Midkiff Road to the centerline of Wall Street

35 mph - from the centerline of Wall Street to the centerline of Industrial Avenue

40 mph - from the centerline of Industrial Avenue to the centerline of Stokes Avenue

45 mph - from the centerline of Stokes Avenue to the southern City limits

Midland Drive (both directions)

35 mph - from the northern terminus of Midland Drive to the centerline of Green Tree Boulevard

45 mph - from the centerline of Green Tree Boulevard to the centerline of Loop 250

35 mph - from the centerline of Andrews Highway to the centerline of Wall Street

Mile High Lane (both directions)

25 mph - in its entirety

Mockingbird Lane (both directions)

30 mph - from the western terminus of Mockingbird Lane to the centerline of Midland Drive

45 mph - from the centerline of Midland Drive to the centerline of Midkiff Road

40 mph - from the centerline of Midkiff Road to the centerline of Big Spring Street

45 mph - from the centerline of Big Spring Street to the eastern terminus of Mockingbird Lane

Mosswood Drive (both directions)

25 mph - in its entirety

Musial Way (both directions)

25 mph - in its entirety

Neely Avenue (both directions)

30 mph - in its entirety

Nolan Ryan Drive (both directions)

25 mph - in its entirety

Olympic Court (both directions)

25 mph - in its entirety

O'Rourke Street (both directions)

25 mph - in its entirety

Pagewood Drive (both directions)

25 mph - in its entirety

Polo Parkway (both directions)

25 mph - from the centerline of Loop 250 to the northern terminus of Polo Parkway

Prairie Ridge Drive (both directions)

25 mph - in its entirety

Rangers Court (both directions)

25 mph - in its entirety

Rankin Highway (both directions)

30 mph - from the centerline of Interstate 20 to the centerline of Business Interstate 20

Ridgemont Court (both directions)

25 mph - in its entirety

Ridgemont Place (both directions)

25 mph - in its entirety

Riverfront Drive (both directions)

25 mph - in its entirety

Roadrunner Trail (both directions)

40 mph - in its entirety

Rustic Trail (both directions)

25 mph - in its entirety

Scharbauer Drive (both directions)

35 mph - from the centerline Golf Course Road to the eastern terminus of Scharbauer Drive

Sequoia Drive (both directions)

25 mph - in its entirety

Shea Lane (both directions)

25 mph - in its entirety

Sloan Field Boulevard (both directions)

35 mph - from the centerline of Wright Drive to the centerline of Windecker Street

30 mph - from to centerline of Windecker Street to the eastern terminus of Sloan Field Boulevard into La Force Boulevard

Solomon Lane (both directions)

30 mph - in its entirety

Spahn Street (both directions)

25 mph - in its entirety

State Highway 349 (both directions)

65 mph - from the northern City limits to the southern boundary of Martin County

Sterling Court (both directions)

25 mph - in its entirety

Sterling Place (both directions)

25 mph - in its entirety

Stonecrest (both directions)

25 mph - in its entirety

Sundance Court (both directions)

25 mph - in its entirety

Sundance Place (both directions)

25 mph - in its entirety

Teakwood Trace (both directions)

25 mph - in its entirety

Thomason Drive (both directions)

35 mph - from the western terminus of Thomason Drive to the centerline of Holly

Drive/Anetta Drive

30 mph - from the centerline of Holly Drive/Anetta Drive to the centerline of Wall Street

Three Rivers Lane (both directions)

25 mph - in its entirety

Todd Drive (both directions)

40 mph - from the northern terminus of Todd Drive to the centerline of Golf Course Road (within the City limits)

30 mph - from the centerline of Golf Course Road to the centerline of Business Interstate 20

Tradewinds Boulevard (both directions)

35 mph - from the centerline of the south service road of State Highway 191 to the centerline of Thomason Drive

40 mph - from the centerline of Thomason Drive to the centerline of the north service road of Business Interstate 20

Tumbleweed Trail (both directions)

40 mph - in its entirety

Veterans Airpark Lane (both directions)

40 mph - in its entirety

Wadley Avenue (both directions)

40 mph - from the western terminus of Wadley Avenue to the centerline of Big Spring Street

35 mph - from the centerline of Big Spring Street to the centerline of Lamesa Road

45 mph - from the centerline of Lamesa Road to the eastern terminus of Wadley Avenue

Wagner Drive (both directions)

25 mph - in its entirety

Wagner Street (both directions)

25 mph - in its entirety

Wall Street (both directions)

35 mph - from the centerline of Andrews Highway to the centerline of B Street

30 mph - from the centerline of B Street to the centerline of Front Street

Winddrift (both directions)

25 mph - in its entirety

Wright Drive (both directions)

35 mph - in its entirety

SECTION TWO. That the above speed zoning is based upon findings and determinations of the City Council made as a result of certain traffic surveys and studies made by the City Traffic Engineer.

SECTION THREE. That the Traffic Engineer of the City of Midland is hereby authorized and directed to install appropriate speed zone signs commensurate with the provisions of this ordinance.

SECTION FOUR. That any person violating the prima facie speed limits established by this ordinance shall, upon conviction, be punished by a fine of not less than one Dollar ($1.00) nor more than Two Hundred Dollars ($200.00), as fully prescribed by Section 542.401 of the Texas Transportation Code.

SECTION FIVE. That Ordinance No. 10493 is hereby expressly repealed; and 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.

Not repealed, amended, or in any way affected by this ordinance are those ordinances establishing speed limits in school zones or school crossings and those ordinances establishing temporary regulatory construction speed limits.

SECTION SIX. That repeal of the ordinances, or parts of ordinances, effectuated by

the enactment of this ordinance shall not be construed as abating any actions pending under or by virtue of such ordinances; or as discontinuing, abating, modifying or altering any penalty accruing or to accrue; or as affecting the liability of any person, firm or corporation; or as waiving any right of the municipality under any section or provision existing at the time of the passage of this ordinance.

SECTION SEVEN. 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 EIGHT. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2024; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Gabe McClelland, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

City Council Meeting

Item Number: 20

Meeting Date: July 9, 2024

To: City Council / City Manager

From: Ron Jenkins, Oil and Gas Officer

Subject: **THE PROPOSED GRANTING OF OIL AND GAS WELL PERMITS TO FIREBIRD ENERGY II, LLC ("OPERATOR") FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELLS: MBE 101H; MBE 201H; MBE 301H; MBE 302H; MBE 401H; MBE 402H; MBE 701H; MBE 702H; AND MBE-803H; SAID WELLS BEING GENERALLY LOCATED 635 FEET SOUTH OF MOCKINGBIRD LANE AND BETWEEN 1,680 FEET AND 1,840 FEET EAST OF HOLIDAY HILL ROAD (PUBLIC HEARING ONLY) (DISTRICT 4) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

Purpose:

The proposed granting of oil and gas well permits to FireBird Energy II, LLC ("Operator") for the drilling of the following oil and gas wells: MBE 101H; MBE 201H; MBE 301H; MBE 302H; MBE 401H; MBE 402H; MBE 701H; MBE 702H; and MBE-803H; said wells being generally located 635 feet south of Mockingbird Lane and between 1,680 feet and 1,840 feet east of Holiday Hill Road. Council may consider these permits following a 30-day public comment period and at a regularly scheduled meeting. No notices of objection received.

Recommended City Council Action:

Directional / Informational

Fiscal Impact:

There is no cost to the City to process this application.

Strategic Priority:

(Set the Standard for a Safe and Secure City)

Discussion:

The Oil and Gas Advisory Committee has reviewed the well site in detail and recommends approval. A sound wall 24' on all sides of the pad and will be used during drilling and fracing. In the absence of an electric or quiet frac fleet, portable sound walls around frac pumps will be used. Additionally, they will be utilizing belly dump sand trucks which are significantly quieter than pneumatic sand trucks. There is a tank battery to the west of well site in the County. The location has had previously permitted wells MB-1H through MB-12H permitted in 2021 and 2022. Receiving support of the Oil & Gas Advisory Committee, FireBird Energy II, LLC is requesting the following variances:

(1) requests to allow for twenty-four-hour fracing operations.
(2) requests variance to the landscaping regulations. Stating the proposed fencing plan provides adequate screening from adjacent roads and parcels. FireBird Energy II, LLC will also work with the surface owner/developer, Loc Conchos Ventures, LLC on future screening and landscaping.
(3) request a variance for fencing. Allowing the proposed fencing plan provides fencing around the entire pad site instead of individual wellheads.
(4) requests variance for the reserve pit size. In place of individual pits for each well, a larger pit size will be used for all the proposed wells.
(5) requests variance to have the choice of following Ordinance 8769 for deep burial of drill cuttings or disposing of offsite following applicable TCEQ and TXRRC rules and regulations.

Attachments: Applications; Location maps; Exhibit - Drill site maps, Exhibit – Overall Location.

Morris William Jr.

City Manager's Office

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
5/1/2024	FireBird Energy II, LLC	7900 W Hwy 80 Midland, TX, 79706

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432) 205-2000
Travis F. Thompson	7900 W Hwy 80 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.):

Greg Hughes (432)-559-7187
7900 W Hwy 80, Midland TX, 79706

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: MBE 101H

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 - 1,720' FWL and 635' FNL-Situated in Section 6, A-15, Block X, H.P. Hilliard Survey, Midland County, TX

BHL - 2,084' FEL and 2,546' FNL-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)].**

FIREBIRD ENERGY II LLC

By: Travis F. Thompson
Its: CEO

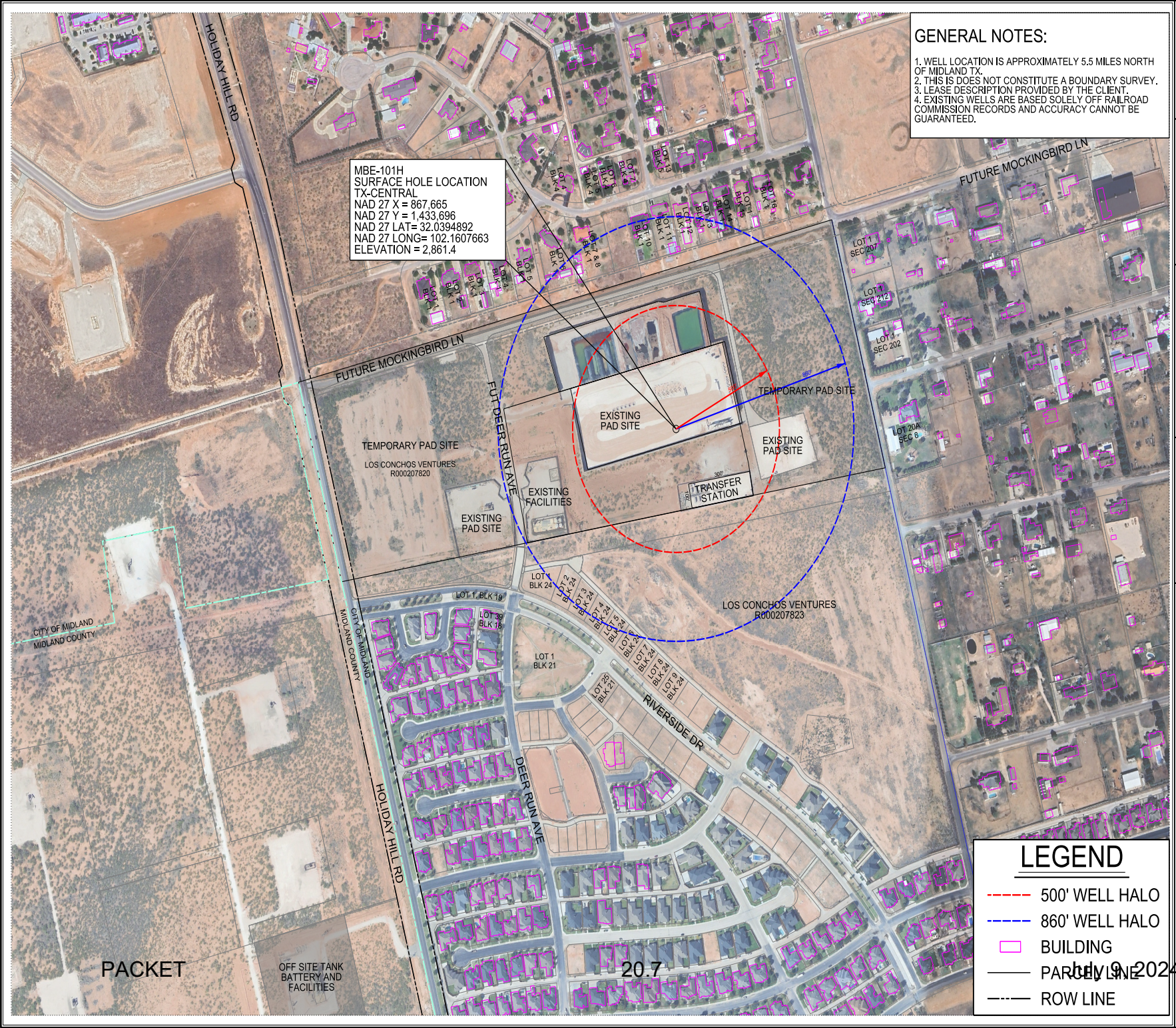
State of Texas)
)
County of Tarrant)

Travis F. Thompson, 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.

BRADEN WHITE
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 11/25/24
NOTARY ID 12865213-5

Notary Public, State of Texas

[SEAL]



MOCKINGBIRD PROSPECT

OIL AND GAS PERMIT
MIDLAND, TX

APPLICANT:

FIREBIRD ENERGY II, LLC
7900 W HWY 80
MIDLAND, TX 79706
PHONE: (432) 205-2000

SITE PLAN PREPARED BY:

Westwood

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:

ARDURRA

ARDURRA
801 NAVIGATION BLVD., SUITE 300
CORPUS CHRISTI, TX 78408
PHONE: (361) 883-1984
TBPLS FIRM NO. 10194688

PROJECT NO: NI0053171.00	
FILE PATH: NI0053171.00\Planning\CAD	
DRAWN BY: JH	
REVIEWED BY: CH	
DATE: 04/24/2024	
REV:	

SHEET CONTENT

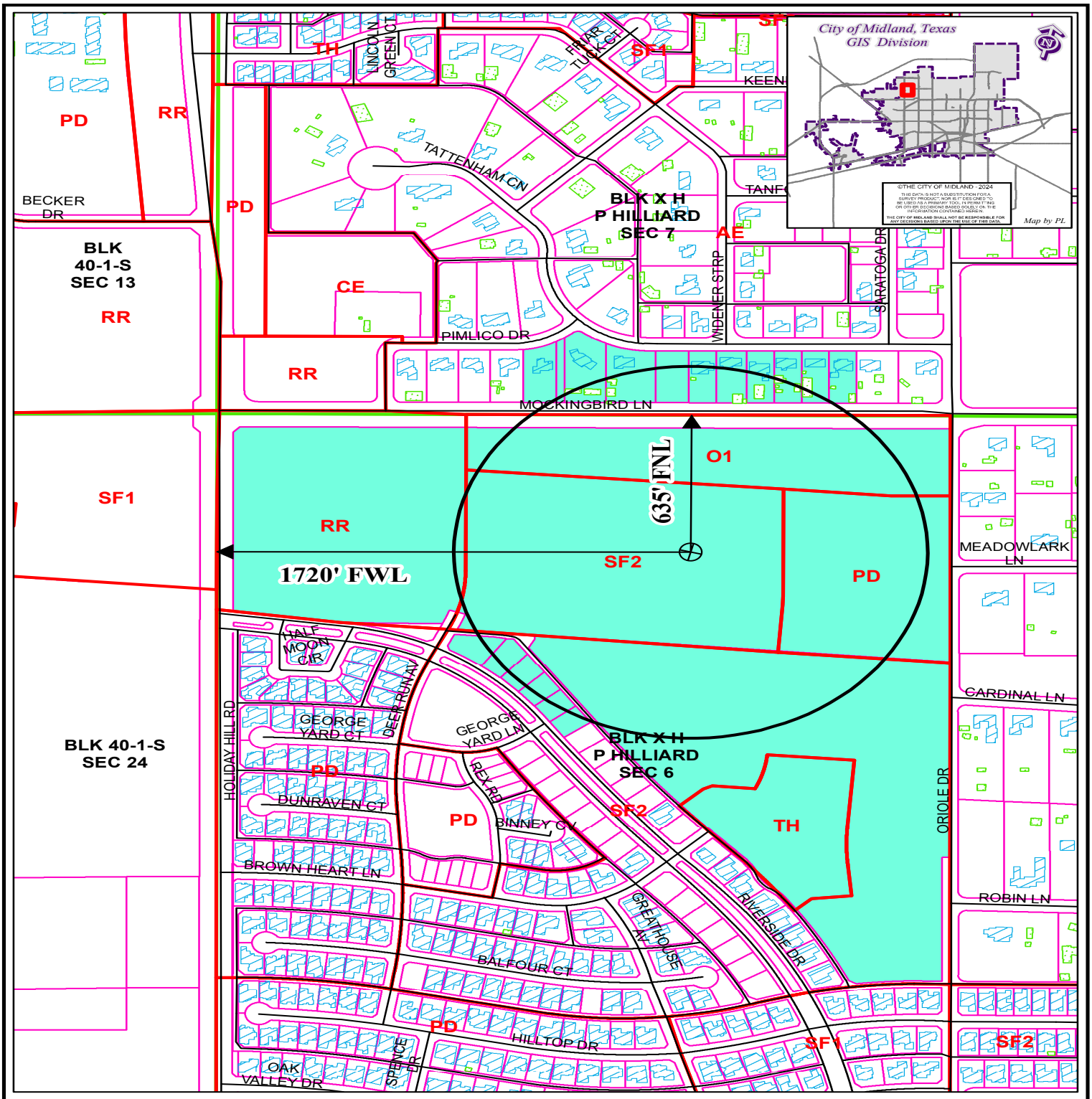
EXHIBIT 'E'

SURFACE OWNER

MOCKINGBIRD
MBE-101H

Situated in Section 6, A-15
Block X, H.P. Hilliard Survey,
Midland County, Texas

4/25/2024 10:03:10 AM Printed by: JRHatcher



LOCATION AND ZONING MAP

Oil-060401-2024 **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 635' FNL and 1,720' FWL, Section 6, Block X, H.P. Hilliard Survey, Midland County, Texas.

Generally located 635 feet south of Mockingbird Lane and 1,720 feet west of Holiday Hill Road.

MBE 101H

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
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2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

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
5/1/2024	FireBird Energy II, LLC	7900 W Hwy 80 Midland, TX, 79706

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432) 205-2000
Travis F. Thompson	7900 W Hwy 80 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):***

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Greg Hughes (432)-559-7187
7900 W Hwy 80, Midland TX, 79706

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
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IV. Well & Operations Information

Proposed Well Name: MBE 201H

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 - 1,780' FWL and 635' FNL-Situated in Section 6, A-15, Block X, H.P. Hilliard Survey, Midland County, TX

BHL - 1,342' FEL and 2,545' FNL-Situated in Section 18,A-681,Block 39,T-1-S,T& P RR Co,Midland County,TX

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Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

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FIREBIRD ENERGY II LLC

By: Travis F. Thompson
Its: CEO

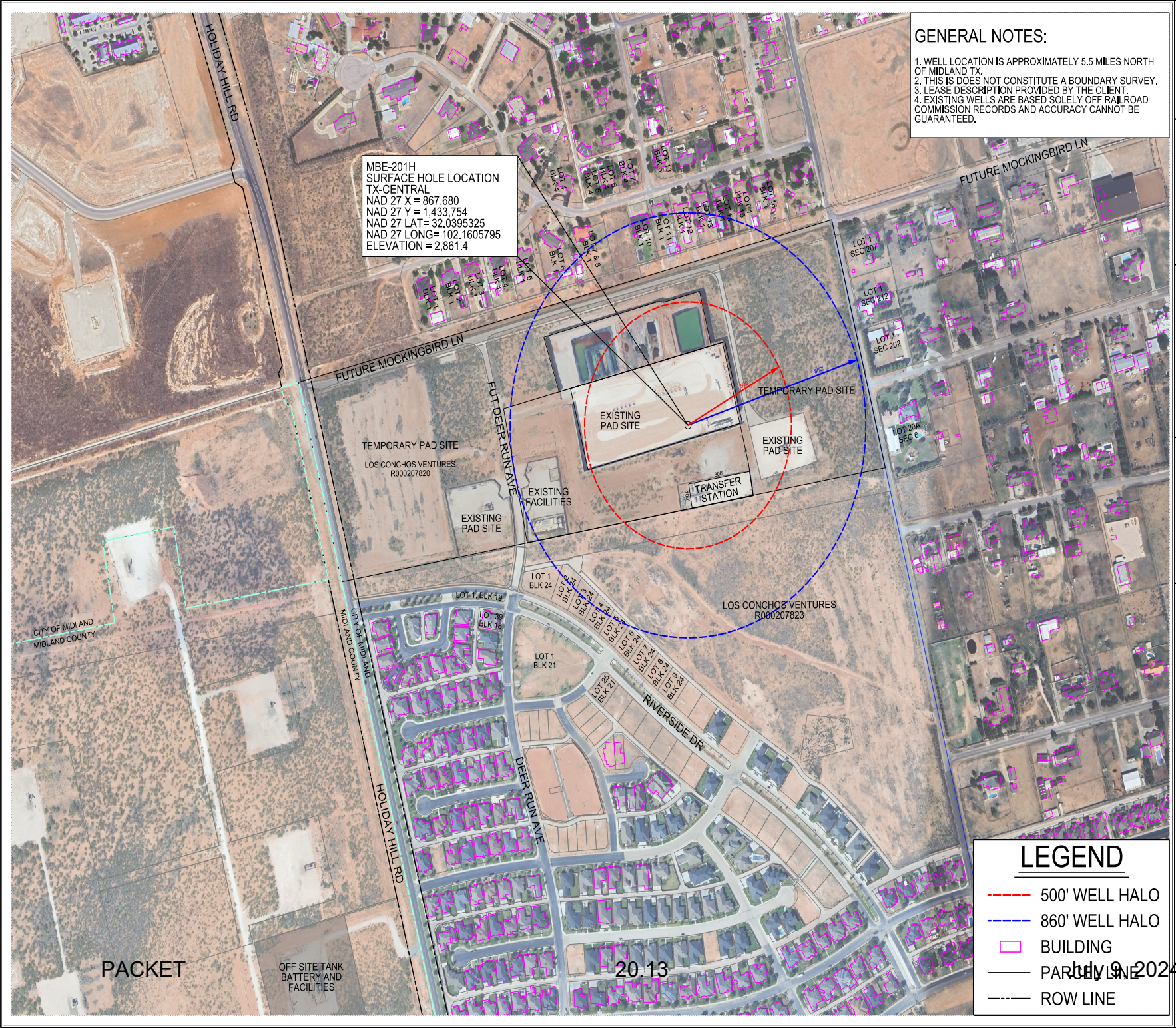
State of Texas)
)
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BRADEN WHITE
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 11/25/24
NOTARY ID 12865213-5

Notary Public, State of Texas

[SEAL]



GENERAL NOTES:

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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:

FIREBIRD ENERGY II, LLC
7900 W HWY 80
MIDLAND, TX 79706
PHONE: (432) 205-2000

SITE PLAN PREPARED BY:

Westwood

9800 HILLWOOD PARKWAY
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FORT WORTH, TX 76177
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REV:	

NORTH

0 200' 400' 600'
GRAPHIC SCALE

SHEET CONTENT

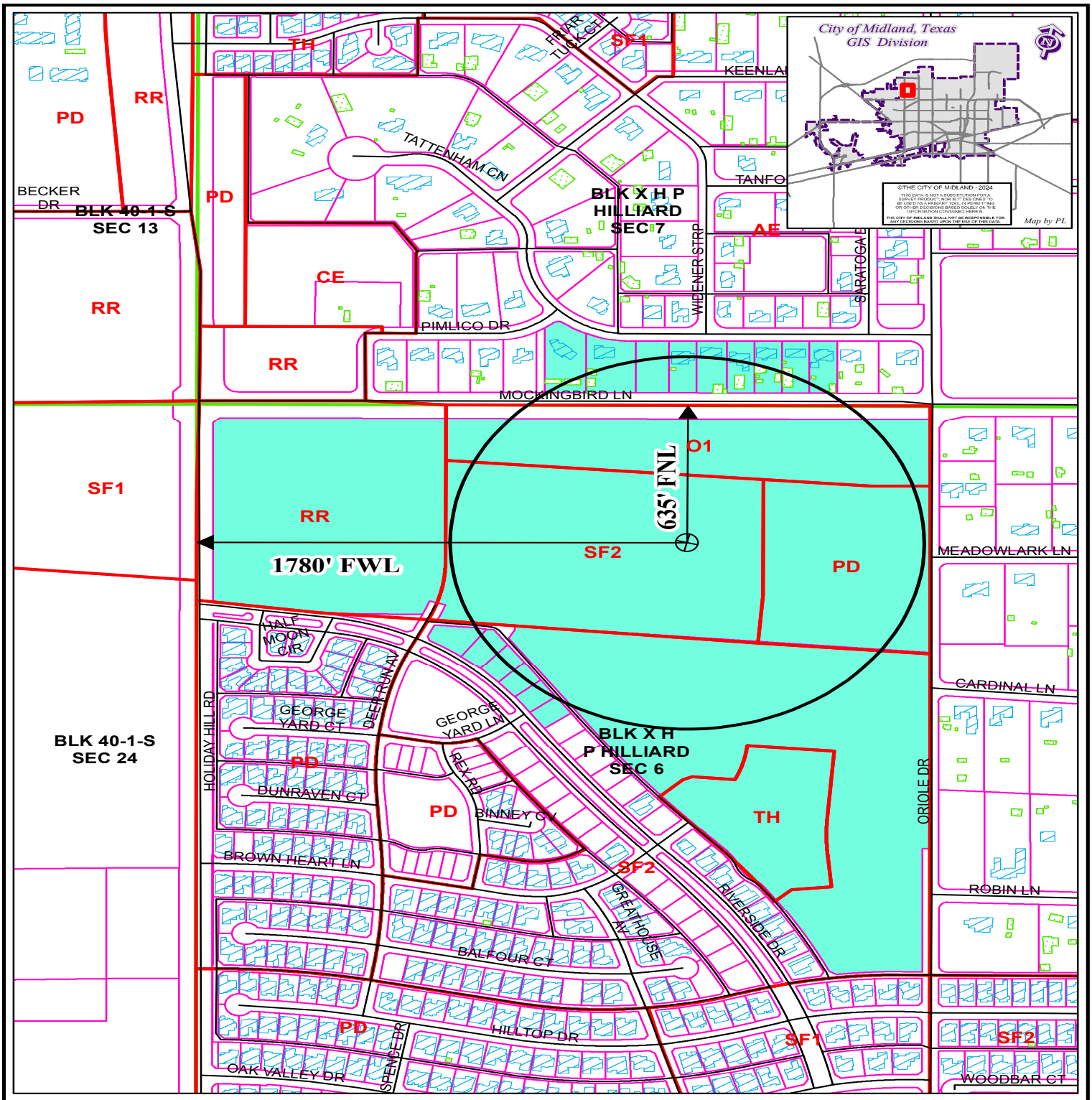
EXHIBIT 'E'

SURFACE OWNER

MOCKINGBIRD
MBE-201H

Situated in Section 6, A-15 Block X, H.P. Hilliard Survey, Midland County, Texas

Printed by: JRHatcher
4/25/2024 3:31:16 PM



LOCATION AND ZONING MAP

Oil-060402-2024 **Scale: 1" = 500'**

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CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
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MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
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Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432) 205-2000
Travis F. Thompson	7900 W Hwy 80 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**

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Option A:

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IV. Well & Operations Information

Proposed Well Name: MBE 301H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

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FIREBIRD ENERGY II LLC

By: Travis F. Thompson
Its: CEO

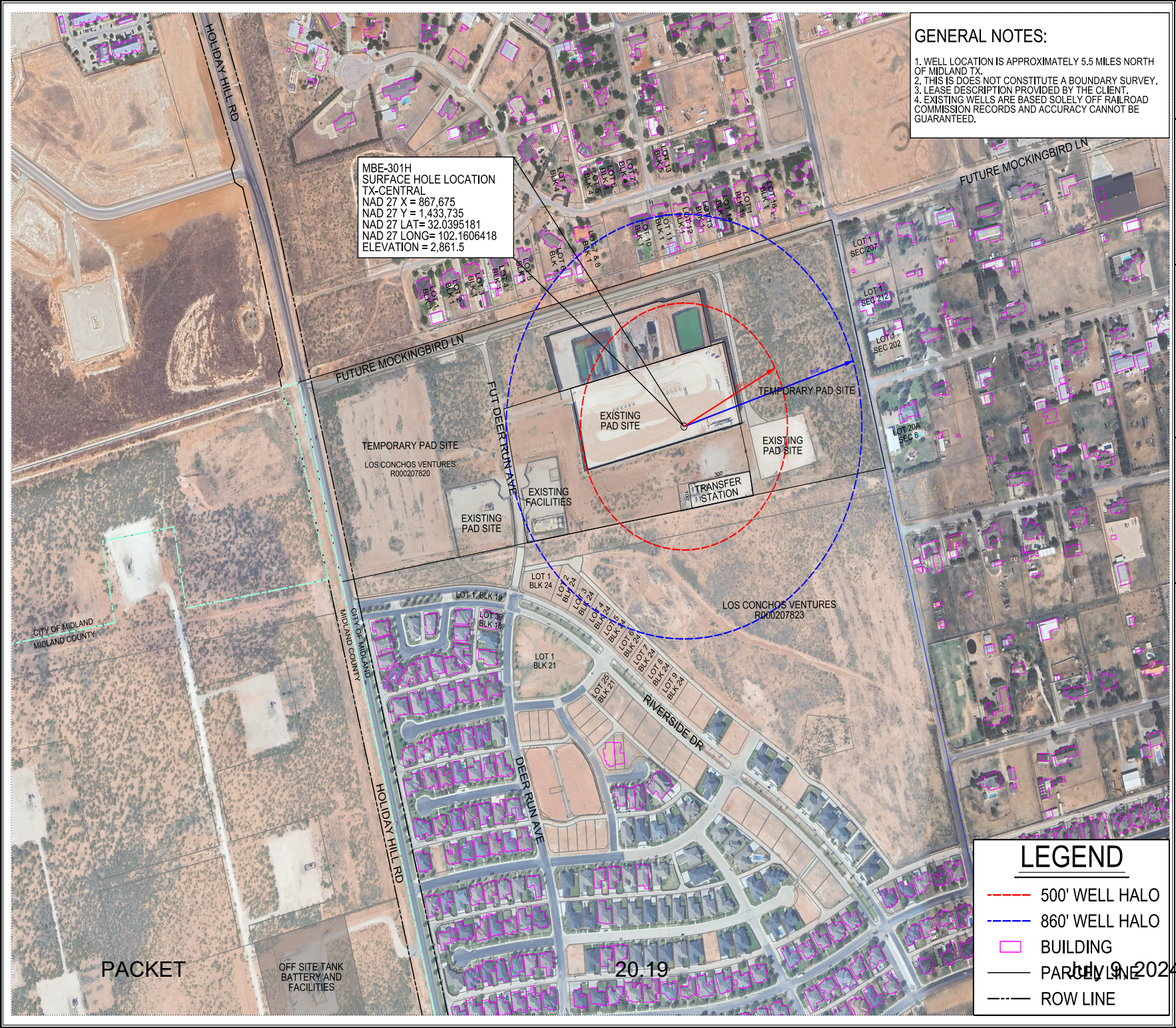
State of Texas)
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NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 11/25/24
NOTARY ID 12865213-5

Notary Public, State of Texas

[SEAL]



GENERAL NOTES:

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LEGEND

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MOCKINGBIRD PROSPECT

OIL AND GAS PERMIT
MIDLAND, TX

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ARDURRA

ARDURRA
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CORPUS CHRISTI, TX 78408
PHONE: (361) 883-1984
TBPLS FIRM NO. 10194688

PROJECT NO:	NI0053171.00
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REV:	

NORTH

0 200' 400' 600'
GRAPHIC SCALE

SHEET CONTENT

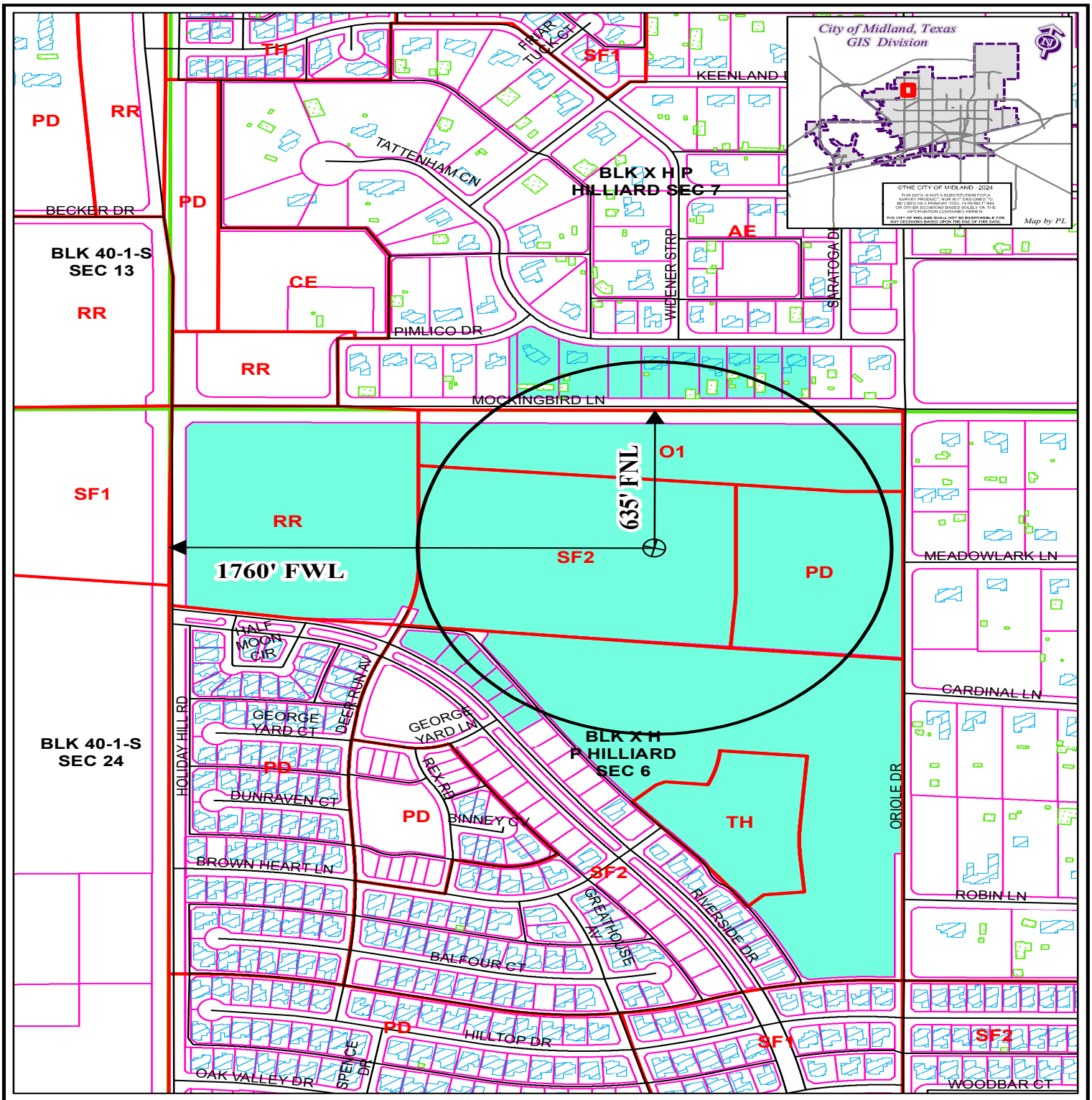
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MOCKINGBIRD
MBE-301H

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Printed by: JRHatcher
2:57:34 PM
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IV. Well & Operations Information

Proposed Well Name: MBE 302H

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 - 1,820' FWL and 635' FNL-Situated in Section 6, A-15, Block X, H.P. Hilliard Survey, Midland County, TX

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Description of water source to be used during Drilling:

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FIREBIRD ENERGY II LLC

By: Travis F. Thompson
Its: CEO

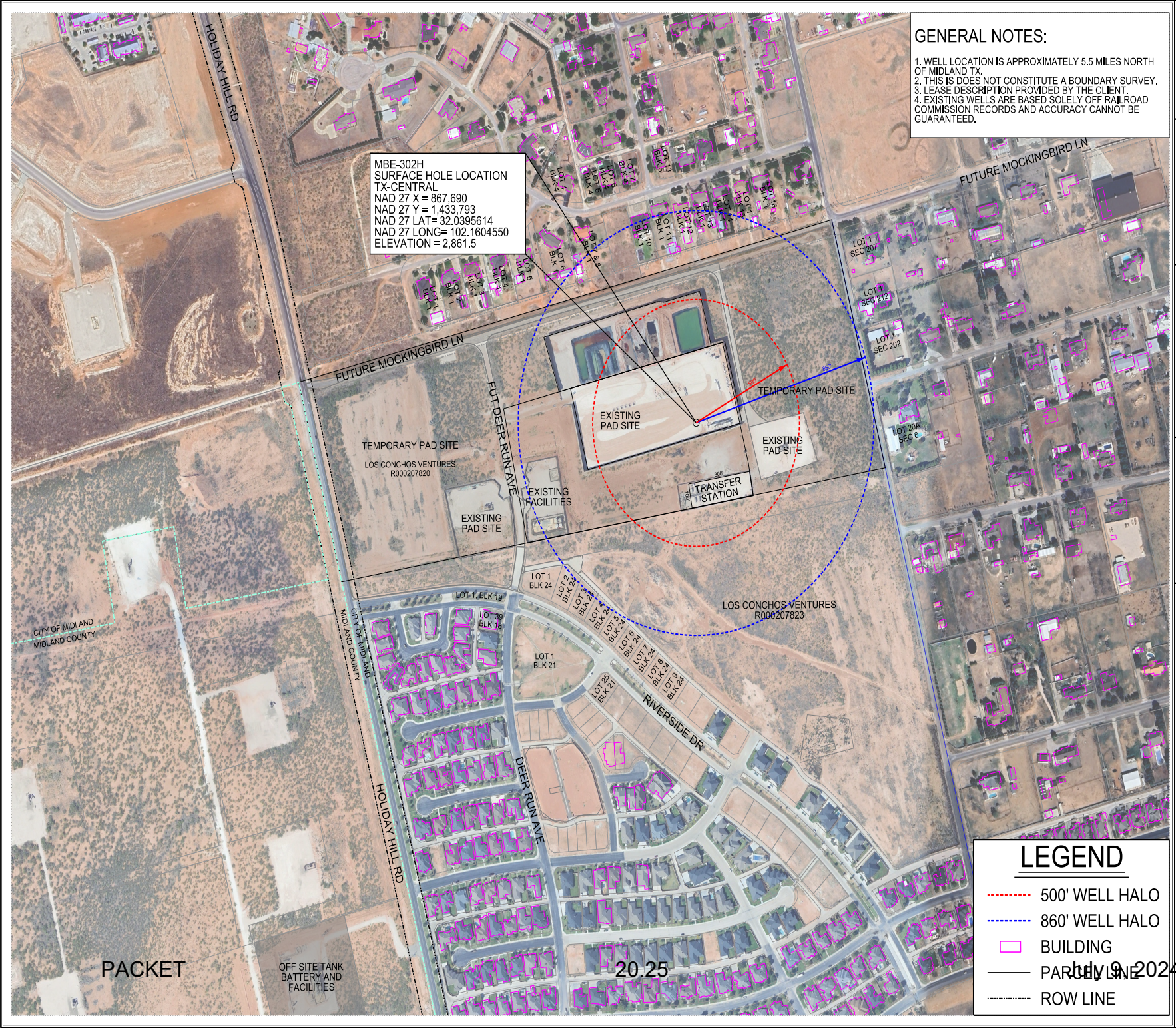
State of Texas)
)
County of Tarrant)

Travis F. Thompson, 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.

BRADEN WHITE
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 11/25/24
NOTARY ID 12865213-5

Notary Public, State of Texas

[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.
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LEGEND

- 500' WELL HALO
- 860' WELL HALO
- BUILDING
- PARCEL LINE
- ROW LINE

MOCKINGBIRD PROSPECT

OIL AND GAS PERMIT
MIDLAND, TX

APPLICANT:

FIREBIRD ENERGY II, LLC
7900 W HWY 80
MIDLAND, TX 79706
PHONE: (432) 205-2000

SITE PLAN PREPARED BY:

Westwood

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:

ARDURRA

ARDURRA
801 NAVIGATION BLVD., SUITE 300
CORPUS CHRISTI, TX 78408
PHONE: (361) 883-1984
TBPLS FIRM NO. 10194688

PROJECT NO:	NI0053171.00
FILE PATH:	NI0053171.00\Planning\CAD
DRAWN BY:	JH
REVIEWED BY:	CH
DATE:	04/24/2024
REV:	

NORTH

0 200' 400' 600'
GRAPHIC SCALE

SHEET CONTENT

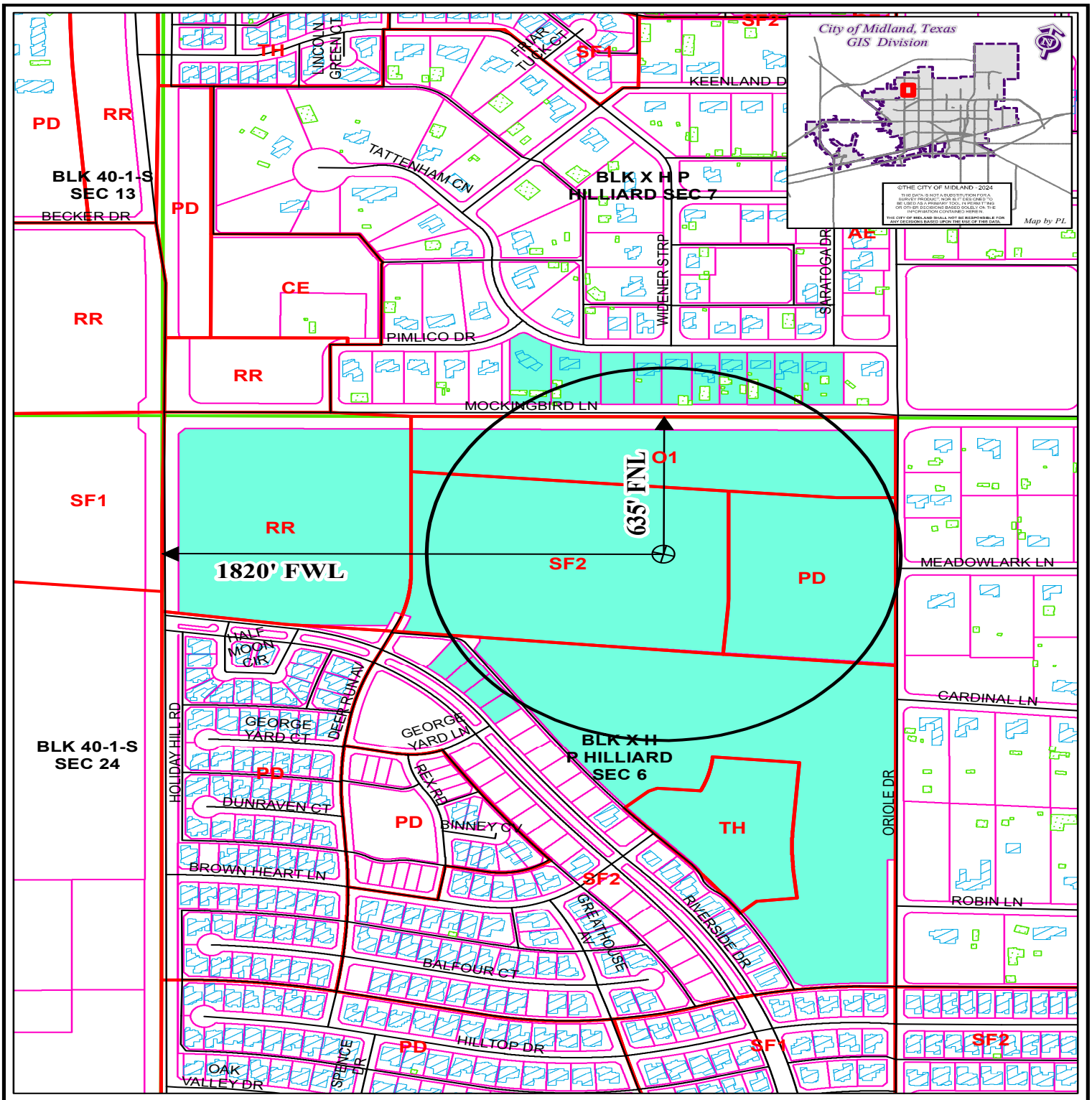
EXHIBIT 'E'

SURFACE OWNER

MOCKINGBIRD
MBE-302H

Situated in Section 6, A-15 Block X, H.P. Hilliard Survey, Midland County, Texas

Printed by: awatson
4/25/2024 3:18:52 PM



LOCATION AND ZONING MAP

Oil-060404-2024 **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 635' FNL and 1,820' FWL, Section 6, Block X, H.P. Hilliard Survey, Midland County, Texas.

Generally located 635 feet south of Mockingbird Lane and 1,820 feet east of Holiday Hill Road.

MBE 302H

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
SF1, SF2, SF3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL 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

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
5/1/2024	FireBird Energy II, LLC	7900 W Hwy 80 Midland, TX, 79706

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432) 205-2000
Travis F. Thompson	7900 W Hwy 80 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.):

Greg Hughes (432)-559-7187
7900 W Hwy 80, Midland TX, 79706

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**

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IV. Well & Operations Information

Proposed Well Name: MBE 401H

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 - 1,740' FWL and 635' FNL-Situated in Section 6, A-15, Block X, H.P. Hilliard Survey, Midland County, TX

BHL - 2,052' FEL and 2,546' FNL-Situated in Section 18,A-681,Block 39,T-1-S,T& P RR Co,Midland County,TX

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By: Travis F. Thompson
Its: CEO

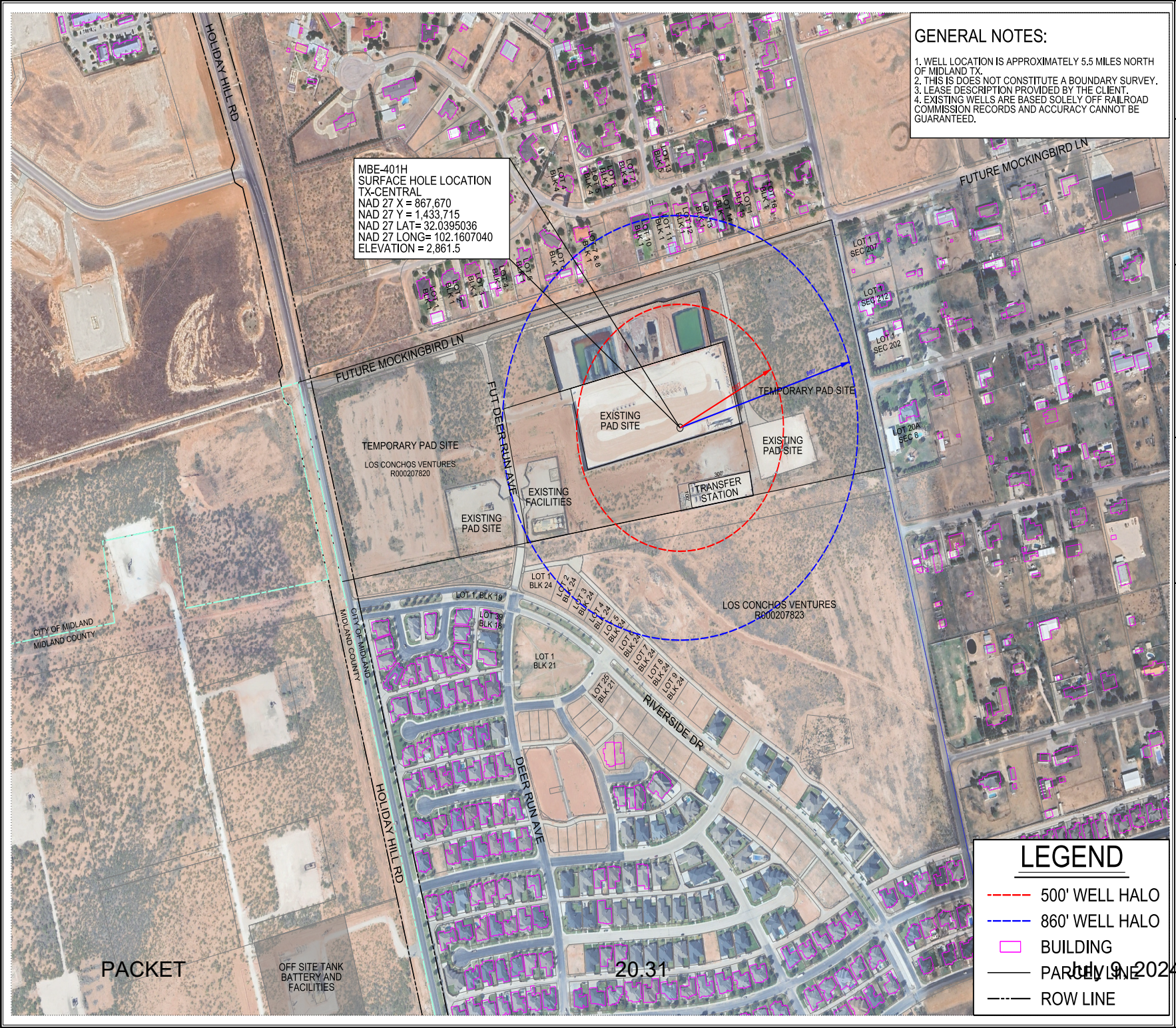
State of Texas)
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BRADEN WHITE
NOTARY PUBLIC
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MY COMM. EXP. 11/25/24
NOTARY ID 12865213-5

Notary Public, State of Texas

[SEAL]



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MOCKINGBIRD PROSPECT

OIL AND GAS PERMIT
MIDLAND, TX

APPLICANT:

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7900 W HWY 80
MIDLAND, TX 79706
PHONE: (432) 205-2000

SITE PLAN PREPARED BY:

Westwood

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:

ARDURRA

ARDURRA
801 NAVIGATION BLVD., SUITE 300
CORPUS CHRISTI, TX 78408
PHONE: (361) 883-1984
TBPLS FIRM NO. 10194688

PROJECT NO:	NI0053171.00
FILE PATH:	NI0053171.00\Planning\CAD
DRAWN BY:	JH
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DATE:	04/24/2024
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NORTH

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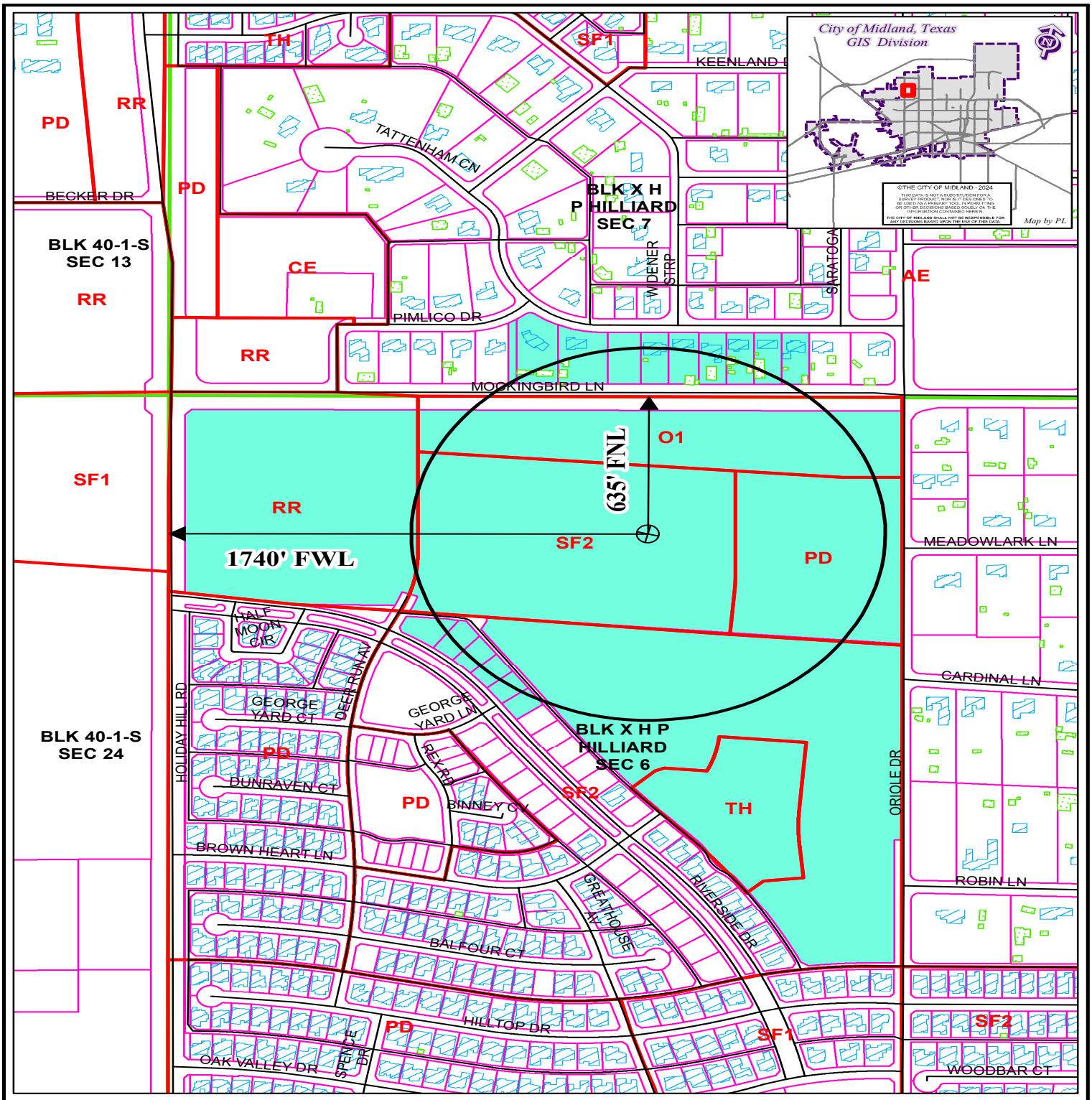
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MOCKINGBIRD
MBE-401H

Situated in Section 6, A-15
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4/25/2024 11:57:02 AM Printed by: JRHatcher



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MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

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FIREBIRD ENERGY II LLC

By: Travis F. Thompson
Its: CEO

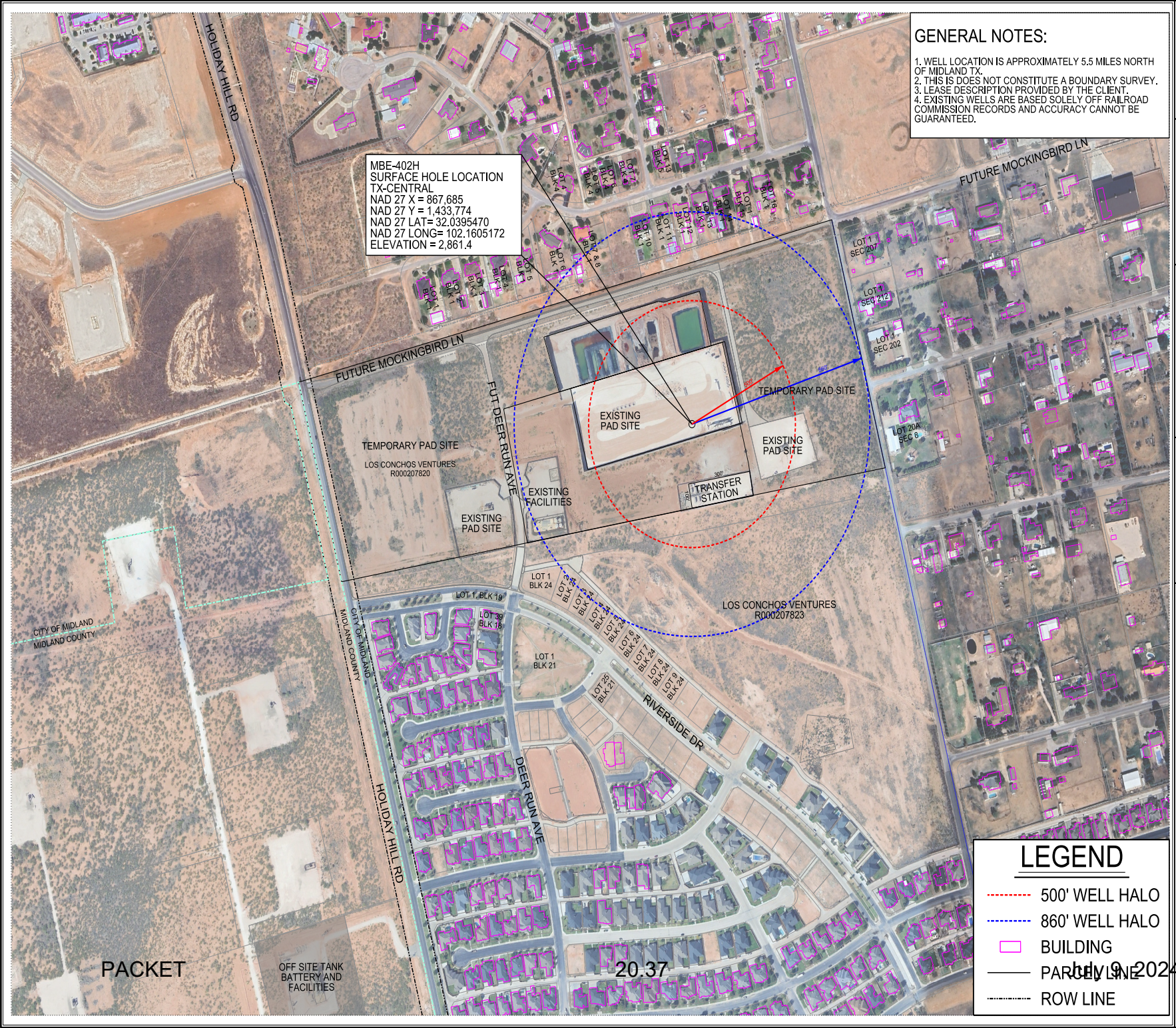
State of Texas)
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Travis F. Thompson, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

BRADEN WHITE
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 11/25/24
NOTARY ID 12865213-5

Notary Public, State of Texas

[SEAL]



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MOCKINGBIRD PROSPECT

OIL AND GAS PERMIT
MIDLAND, TX

APPLICANT:

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7900 W HWY 80
MIDLAND, TX 79706
PHONE: (432) 205-2000

SITE PLAN PREPARED BY:

Westwood

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:

ARDURRA

ARDURRA
801 NAVIGATION BLVD., SUITE 300
CORPUS CHRISTI, TX 78408
PHONE: (361) 883-1984
TBPLS FIRM NO. 10194688

PROJECT NO:	NI0053171.00
FILE PATH:	NI0053171.00\Planning\CAD
DRAWN BY:	JH
REVIEWED BY:	CH
DATE:	04/24/2024
REV:	

NORTH

0 200' 400' 600'
GRAPHIC SCALE

SHEET CONTENT

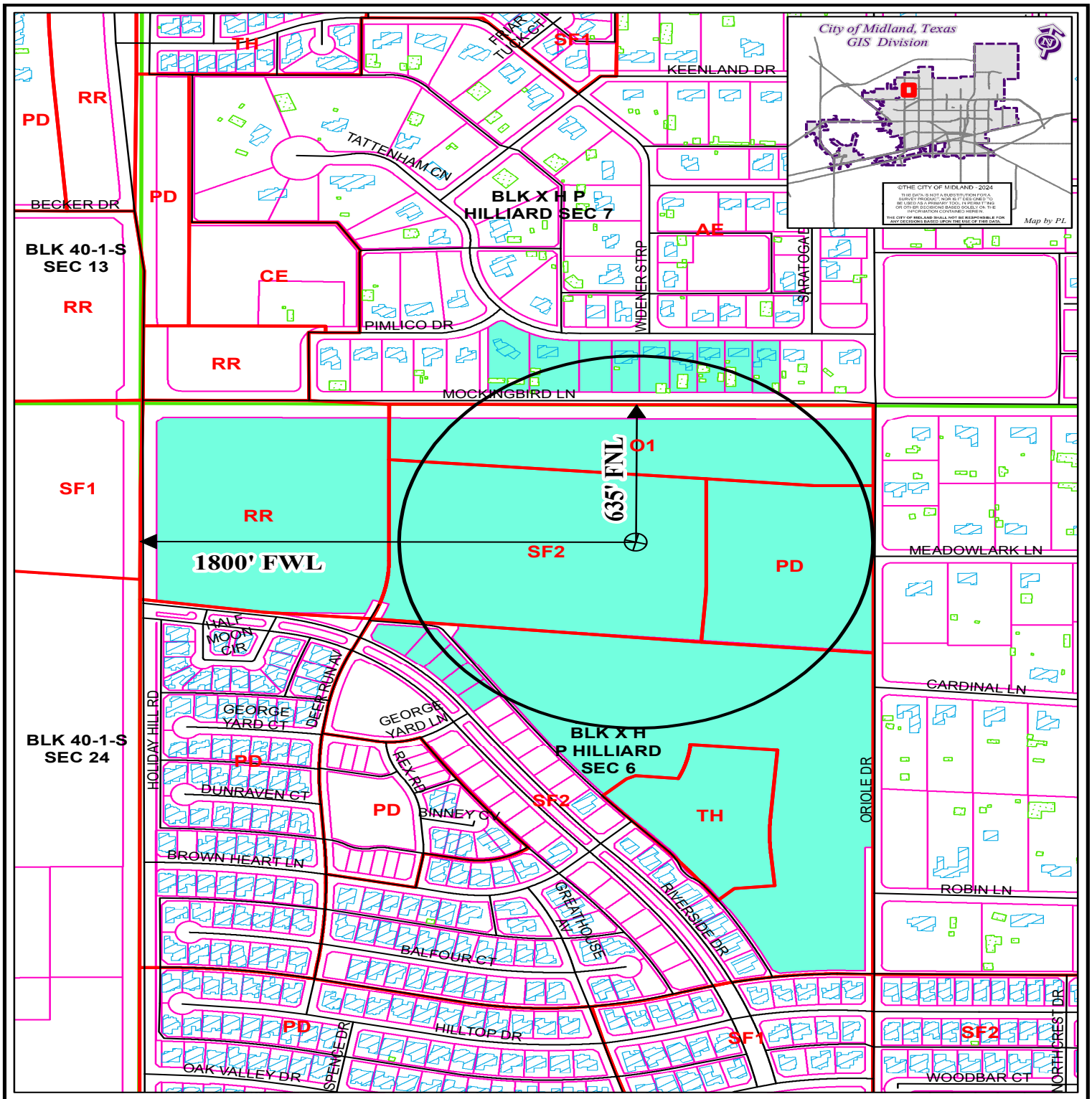
EXHIBIT 'E'

SURFACE OWNER

MOCKINGBIRD
MBE-402H

Situated in Section 6, A-15
Block X, H.P. Hilliard Survey,
Midland County, Texas

Printed by: sewilson
4/26/2024 9:35:15 AM



LOCATION AND ZONING MAP

Oil-060406-2024 **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 635' FNL and 1,800' FWL, Section 6, Block X, H.P. Hilliard Survey, Midland County, Texas.

Generally located 635 feet south of Mockingbird Lane and 1,800 feet east of Holiday Hill Road.

MBE 402H

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	LOCAL 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
5/1/2024	FireBird Energy II, LLC	7900 W Hwy 80 Midland, TX, 79706

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432) 205-2000
Travis F. Thompson	7900 W Hwy 80 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.):

Greg Hughes (432)-559-7187
7900 W Hwy 80, Midland TX, 79706

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: MBE 701H

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 - 1,840' FWL and 635' FNL-Situated in Section 6, A-15, Block X, H.P. Hilliard Survey, Midland County, TX

BHL - 812' FEL and 2,545' FNL-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)].**

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***ATTACHED AS EXHIBIT N* is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling:

None.

(2) 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.

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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

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FIREBIRD ENERGY II LLC

By: Travis F. Thompson
Its: CEO

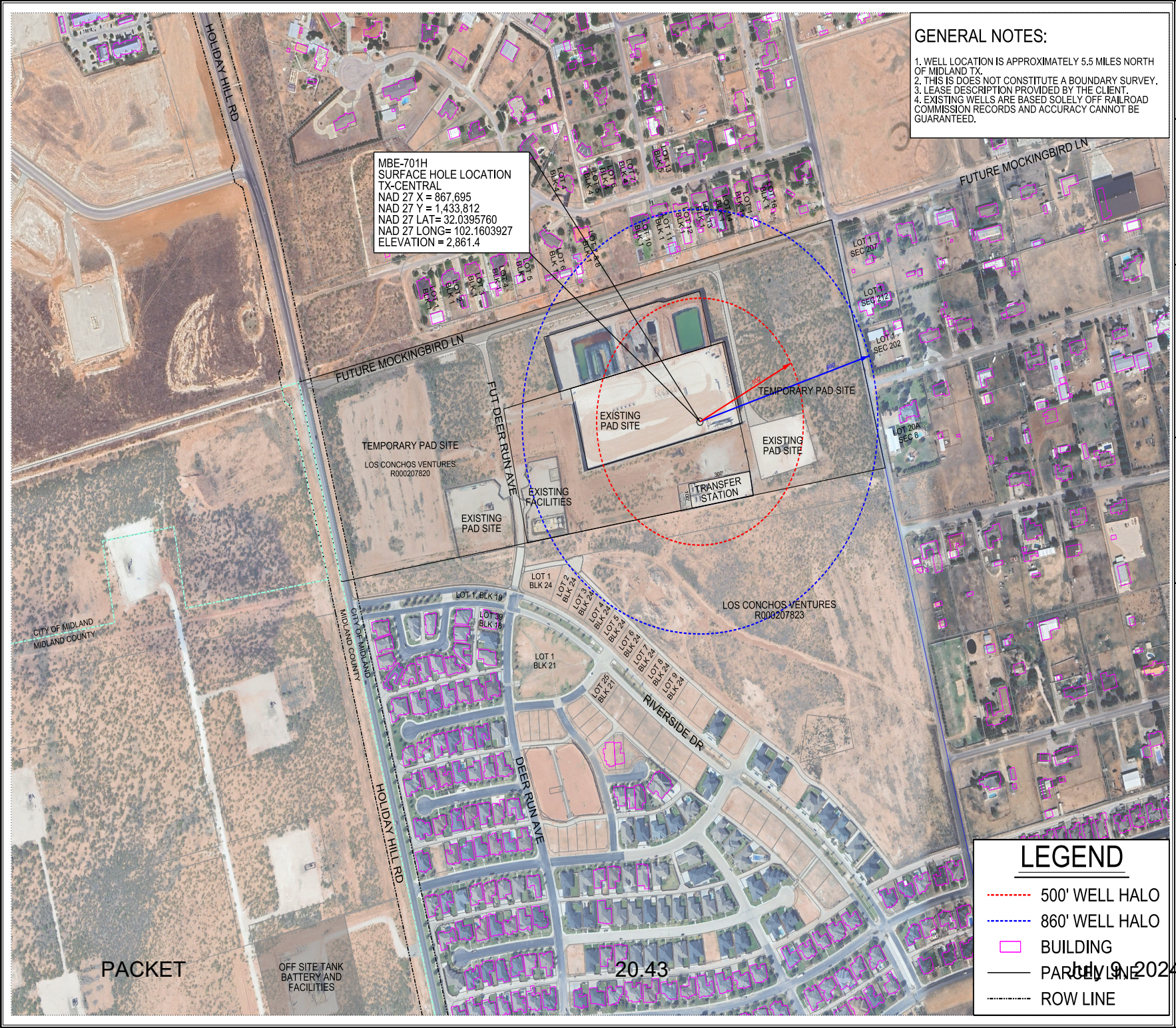
State of Texas)
)
County of Tarrant)

Travis F. Thompson, 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.

BRADEN WHITE
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 11/25/24
NOTARY ID 12865213-5

Notary Public, State of Texas

[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:

FIREBIRD ENERGY II, LLC
7900 W HWY 80
MIDLAND, TX 79706
PHONE: (432) 205-2000

SITE PLAN PREPARED BY:

Westwood

9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350

TBPE FIRM NO. 12207
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ARDURRA

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NORTH

0 200' 400' 600'
GRAPHIC SCALE

SHEET CONTENT

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SURFACE OWNER

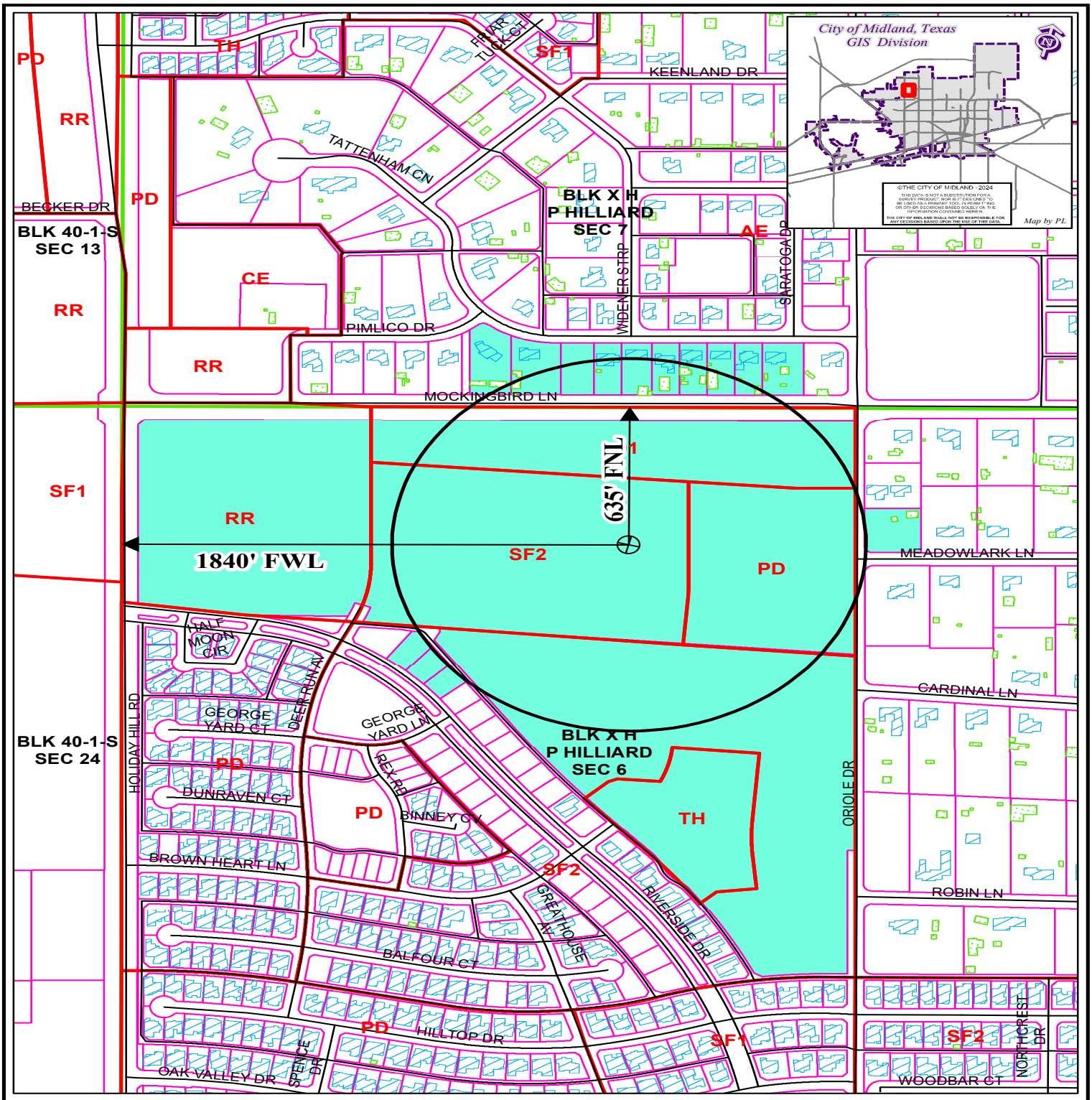
MOCKINGBIRD
MBE-701H

Situated in Section 6, A-15
Block X, H.P. Hilliard Survey,
Midland County, Texas

July 9, 2024

PACKET 20.43

Printed by: sewilson
4/26/2024 5:26:04 PM



LOCATION AND ZONING MAP

Oil-060408-2024 **Scale: 1" = 500'**

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Generally located 635 feet south of Mockingbird Lane and 1,840 feet east of Holiday Hill Road.

MBE 701H

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CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

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PD	PLANNED DISTRICT	P	PARKING
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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)

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Date	Operator Name (must match W-1)	Operator Address
5/1/2024	FireBird Energy II, LLC	7900 W Hwy 80 Midland, TX, 79706

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432) 205-2000
Travis F. Thompson	7900 W Hwy 80 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

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Option B:

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***ATTACHED AS EXHIBIT F* is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: MBE 702H

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 - 1700' FWL and 635' FNL-Situated in Section 6, A-15, Block X, H.P. Hilliard Survey, Midland County, TX

BHL - 2,335' FWL and 100' FSL-Situated in Section 18, A-681,Block 39,T-1-S,T& P RR Co, Midland County,TX

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(1) Drilling:

None.

(2) Opera tions:

Electrical.

Description of water source to be used during Drilling:

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Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

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FIREBIRD ENERGY II LLC

By: Travis F. Thompson
Its: CEO

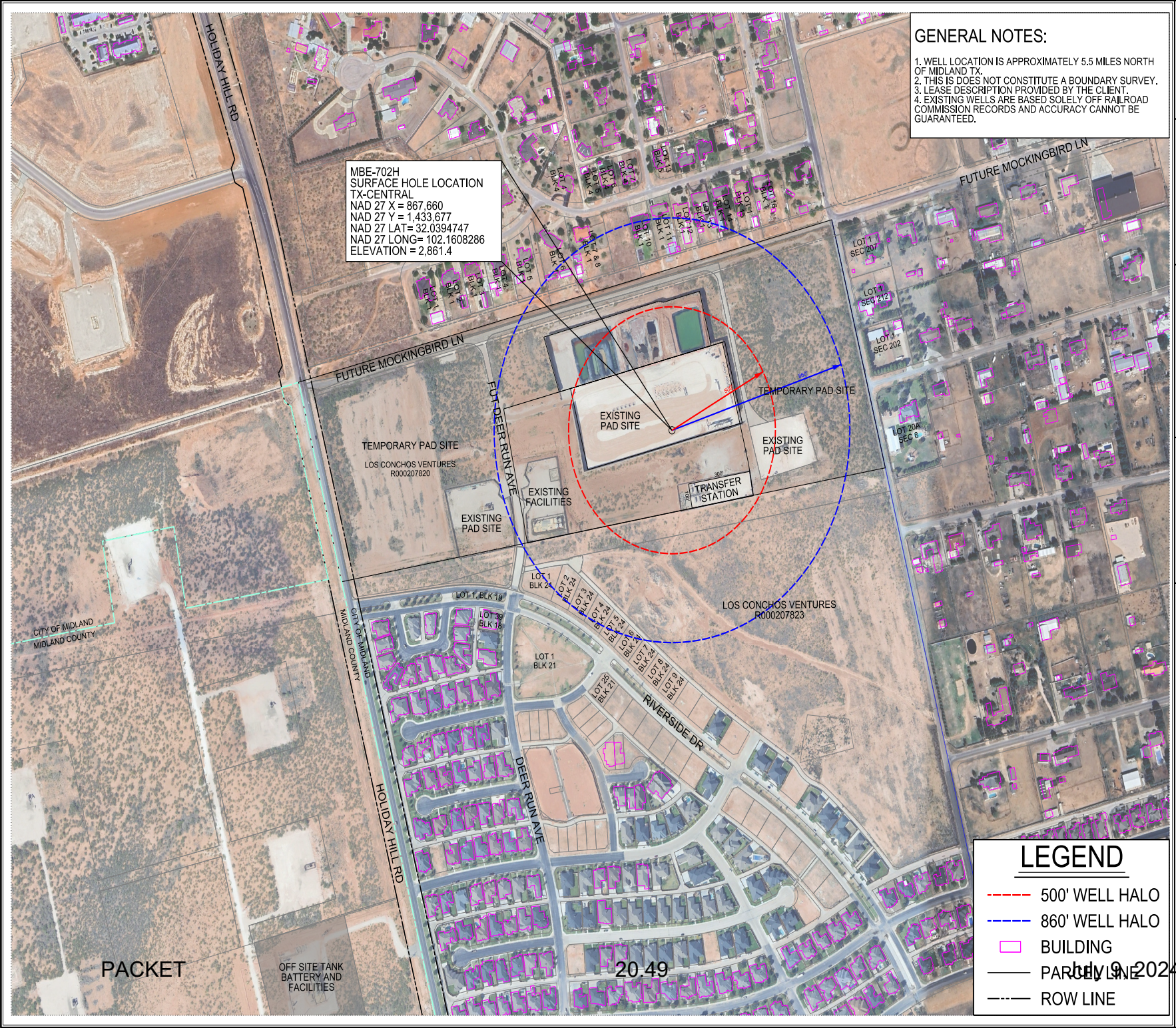
State of Texas)
)
County of Tarrant)

Travis F. Thompson, 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.

BRADEN WHITE
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 11/25/24
NOTARY ID 12865213-5

Notary Public, State of Texas

[SEAL]



GENERAL NOTES:

1. WELL LOCATION IS APPROXIMATELY 5.5 MILES NORTH OF MIDLAND TX.
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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:

FIREBIRD ENERGY II, LLC
7900 W HWY 80
MIDLAND, TX 79706
PHONE: (432) 205-2000

SITE PLAN PREPARED BY:

Westwood

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:

ARDURRA

ARDURRA
801 NAVIGATION BLVD., SUITE 300
CORPUS CHRISTI, TX 78408
PHONE: (361) 883-1984
TBPLS FIRM NO. 10194688

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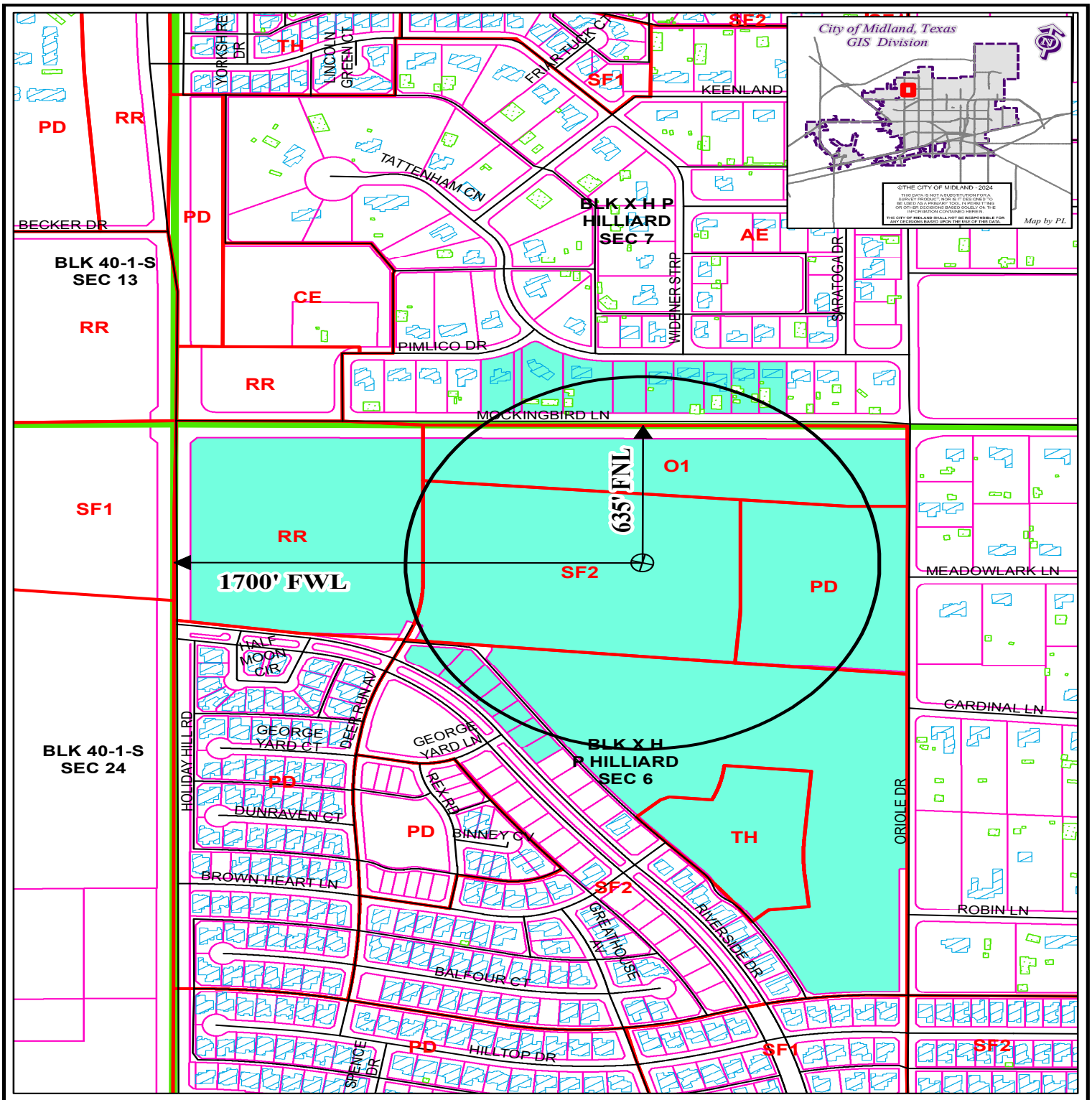
EXHIBIT 'E'

SURFACE OWNER

MOCKINGBIRD
MBE-702H

Situated in Section 6, A-15
Block X, H.P. Hilliard Survey,
Midland County, Texas

Printed by: JRHatcher
4/26/2024 8:57:03 AM



LOCATION AND ZONING MAP

Oil-060409-2024 **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 635' FNL and 1,700' FWL, Section 6, Block X, H.P. Hilliard Survey, Midland County, Texas.

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MBE 702H

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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)

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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

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Greg Hughes (432)-559-7187
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IV. Well & Operations Information

Proposed Well Name: MBE-803H

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 - 1,680' FWL and 635' FNL-Situated in Section 6, A-15, Block X, H.P. Hilliard Survey, Midland County, TX

BHL - 2,200' FEL and 2,546' FNL-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)].**

FIREBIRD ENERGY II LLC

By: Travis F. Thompson
Its: CEO

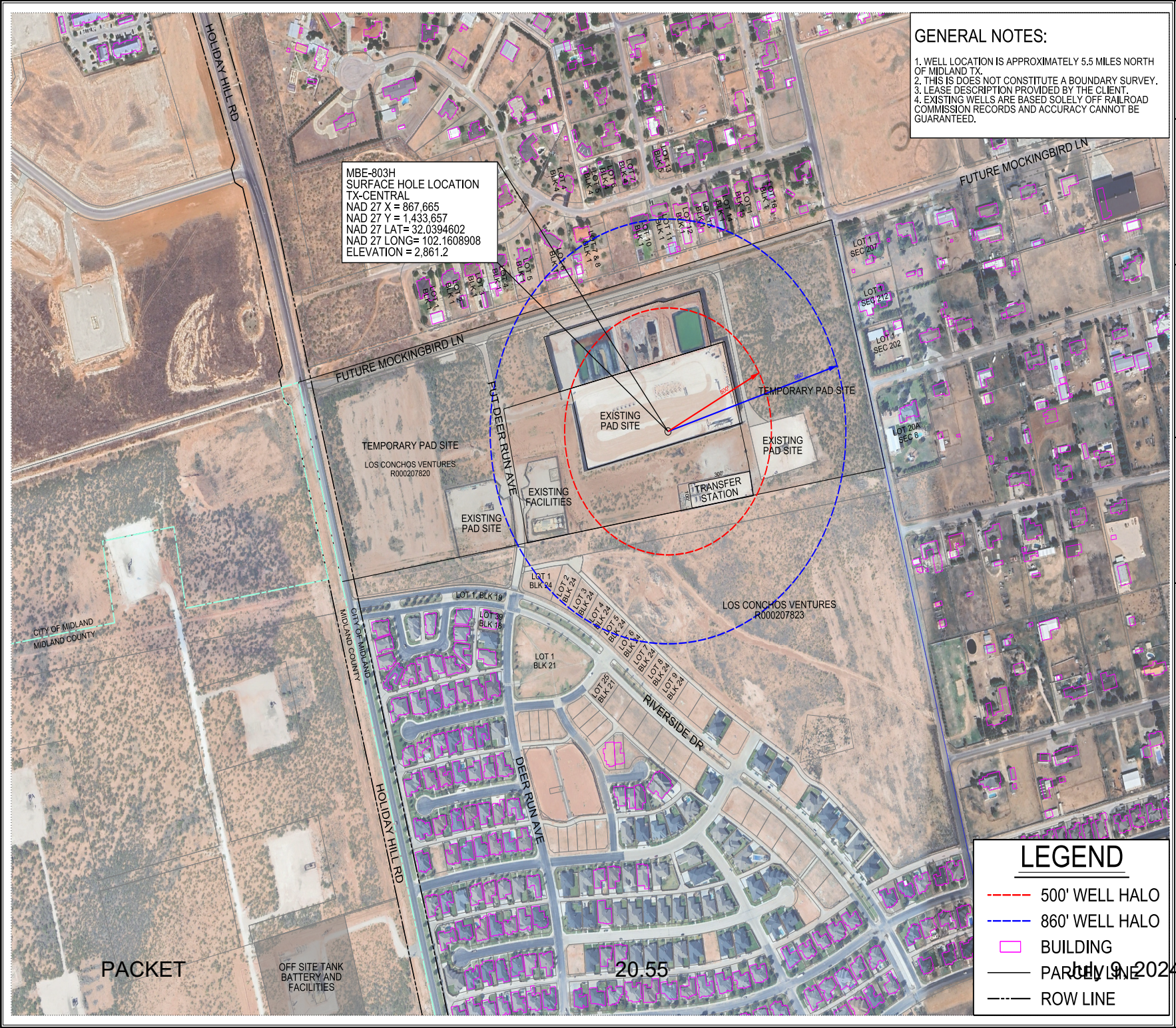
State of Texas)
)
County of Tarrant)

Travis F. Thompson, 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.

BRADEN WHITE
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 11/25/24
NOTARY ID 12865213-5

Notary Public, State of Texas

[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:

FIREBIRD ENERGY II, LLC
7900 W HWY 80
MIDLAND, TX 79706
PHONE: (432) 205-2000

SITE PLAN PREPARED BY:

Westwood

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:

ARDURRA

ARDURRA
801 NAVIGATION BLVD., SUITE 300
CORPUS CHRISTI, TX 78408
PHONE: (361) 883-1984
TBPLS FIRM NO. 10194688

PROJECT NO:	NI0053171.00
FILE PATH:	NI0053171.00\Planning\CAD
DRAWN BY:	JH
REVIEWED BY:	CH
DATE:	04/24/2024
REV:	

NORTH

0 200' 400' 600'
GRAPHIC SCALE

SHEET CONTENT

EXHIBIT 'E'

SURFACE OWNER

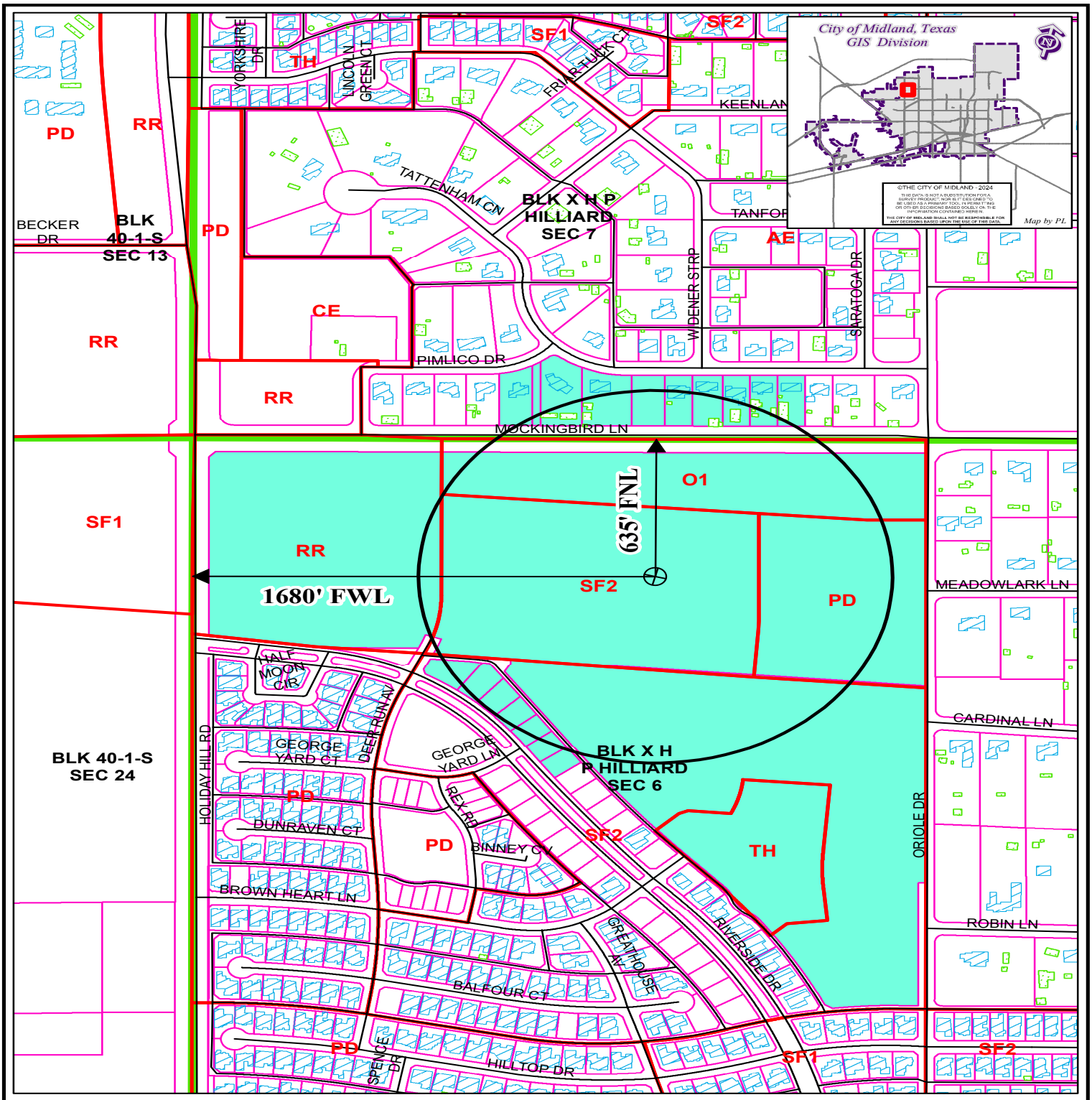
MOCKINGBIRD
MBE-803H

Situated in Section 6, A-15
Block X, H.P. Hilliard Survey,
Midland County, Texas

July 9, 2024

PACKET 20.55

Printed by: JHHatcher
4/26/2024 9:45:04 AM



LOCATION AND ZONING MAP

Oil-060410-2024 **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 635' FNL and 1,680' FWL, Section 6, Block X, H.P. Hilliard Survey, Midland County, Texas.

Generally located 635 feet south of Mockingbird Lane and 1,680 feet east of Holiday Hill Road.

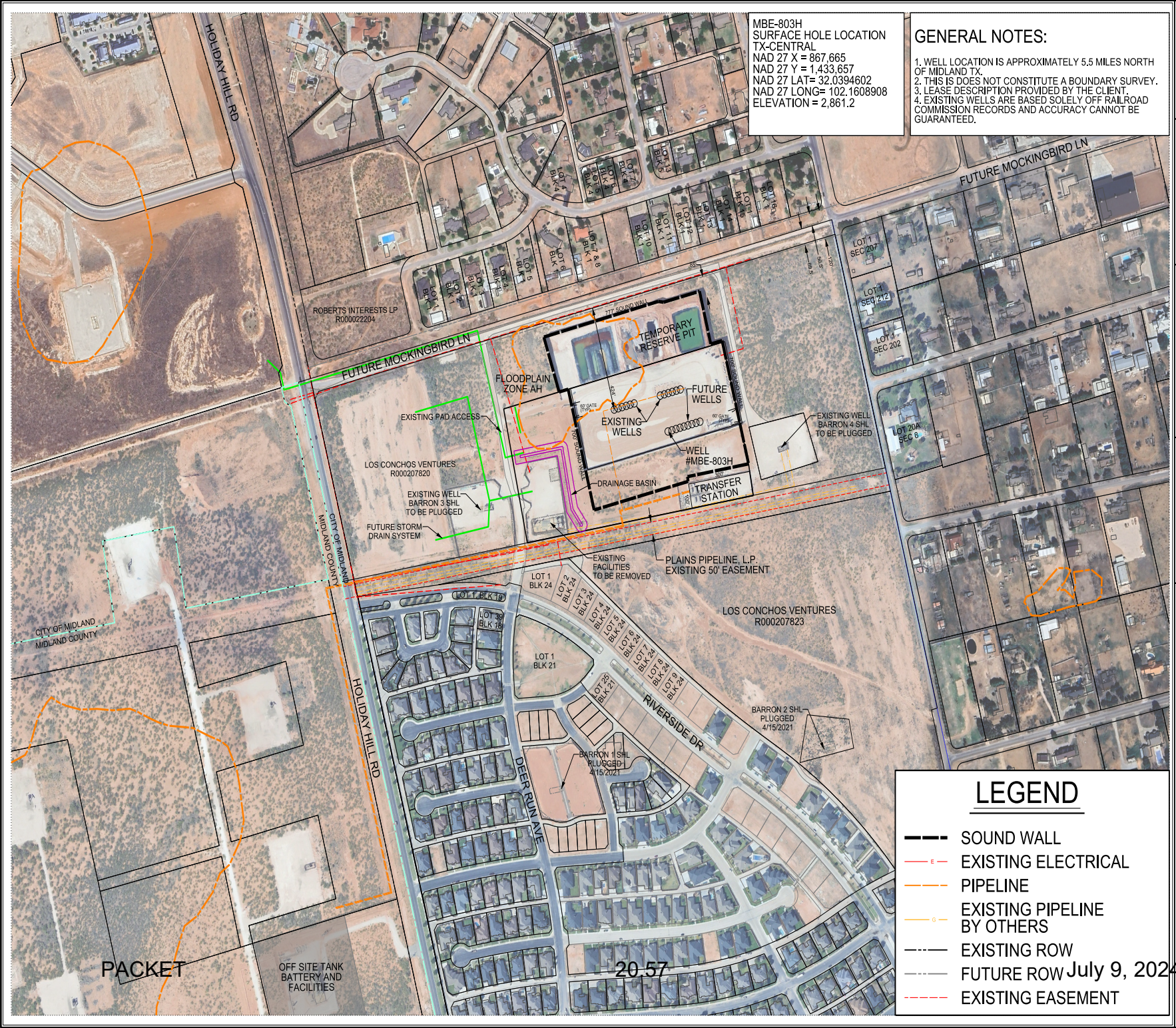
MBE-803H

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	LOCAL 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



MOCKINGBIRD PROSPECT

OIL AND GAS PERMIT
MIDLAND, TX

APPLICANT:

FIREBIRD ENERGY II, LLC
7900 W HWY 80
MIDLAND, TX 79706
PHONE: (432) 205-2000

SITE PLAN PREPARED BY:

Westwood

9800 HILLWOOD PARKWAY
SUITE 250
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WELLS AND PADS STAKED BY:

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PHONE: (361) 883-1984
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PROJECT NO:	NI0053171.00
FILE PATH:	NI0053171.00\Planning\CAD
DRAWN BY:	JH
REVIEWED BY:	CH
DATE:	04/24/2024
REV:	

NORTH

0 200' 400' 600'
GRAPHIC SCALE

SHEET CONTENT

EXHIBIT 'G' - 1

DRILL SITE, GATHERING LINES, ACCESS ROAD, ELECTRIC

MOCKINGBIRD
MBE-803H

Situated in Section 6, A-15 Block X, H.P. Hilliard Survey, Midland County, Texas

4/26/2024 9:48:04 AM Printed by: JRHatcher

City Council Meeting

Item Number: 21

Meeting Date: July 9, 2024

To: City Council / City Manager

From: Andrew Meyers, Planner

Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 9, BLOCK 14, WARWICK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF SEABOARD AVENUE AND NORTH L STREET), BY PERMITTING A REDUCED MINIMUM SIDE YARD SETBACK ON THE EAST SIDE OF THE PROPERTY; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, Brooks Sitka, is requesting a reduced minimum side yard setback for a corner lot to construct an addition to the home at 2001 Seaboard Avenue.

Recommended City Council Action:

No Action

Fiscal Impact:

No City Funds are required to process this request

Strategic Priority:

(Quality of Life and Place)

Discussion:

The subject property is zoned SF-1, Single-Family Dwelling District. Per Section 5.04 – *Residential Zoning District Dimensional Regulations Chart*, the minimum side yard setback for corner lots is ten (10) feet in the SF-1 District. The applicant is requesting to reduce this minimum setback to five (5) feet to allow for the construction of an addition to the existing home, which would not meet the minimum requirements established by the zoning code.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Fire: (Approved)

No objections.

Building Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Engineering: (Approved)

No objection. Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. 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.

Code Compliance: (Approved)

No Oil and Gas issues.

Transportation: (Approved)

No objection. [For the Applicant's information only.]

Planning (Denied):

There is no hardship that would warrant a special exception on the subject property.

Staff recommends that Council take no action of this request. However, should Council approve it, staff recommends that it be subject to conditions A and B.

Condition:

A. That the minimum side yard setback on the east side of the Property shall be five feet (5').

B. That the locations of all structure on the property shall significantly conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.

Letters of Objection:

Staff has not received any letters of objection as of July 3, 2024.

Attachments:

Site Plan (Exhibit A)
Application
Maps
Aerial Photo
PowerPoint Presentation

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 9, BLOCK 14, WARWICK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF SEABOARD AVENUE AND NORTH L STREET), BY PERMITTING A REDUCED MINIMUM SIDE YARD SETBACK ON THE EAST SIDE OF THE PROPERTY; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OF FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE OFFICIAL 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, the Council finds that satisfactory evidence has been presented that the special exception to be authorized by the granting of this 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, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Ordinance, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

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

SECTION ONE. That a special exception is hereby granted for the property

described as Lot 9, Block 14, Warwick Addition, City and County of Midland, Texas (the

SECTION TWO. Said special exception is subject to the following special conditions:

A. That the minimum side yard setback on the east side of the Property shall be five feet (5').

B. That the locations of all structures on the Property shall significantly conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish

the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2024; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____

Lori Merritt Blong, Mayor

ATTEST:

_____

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT

AND COMPLETENESS:

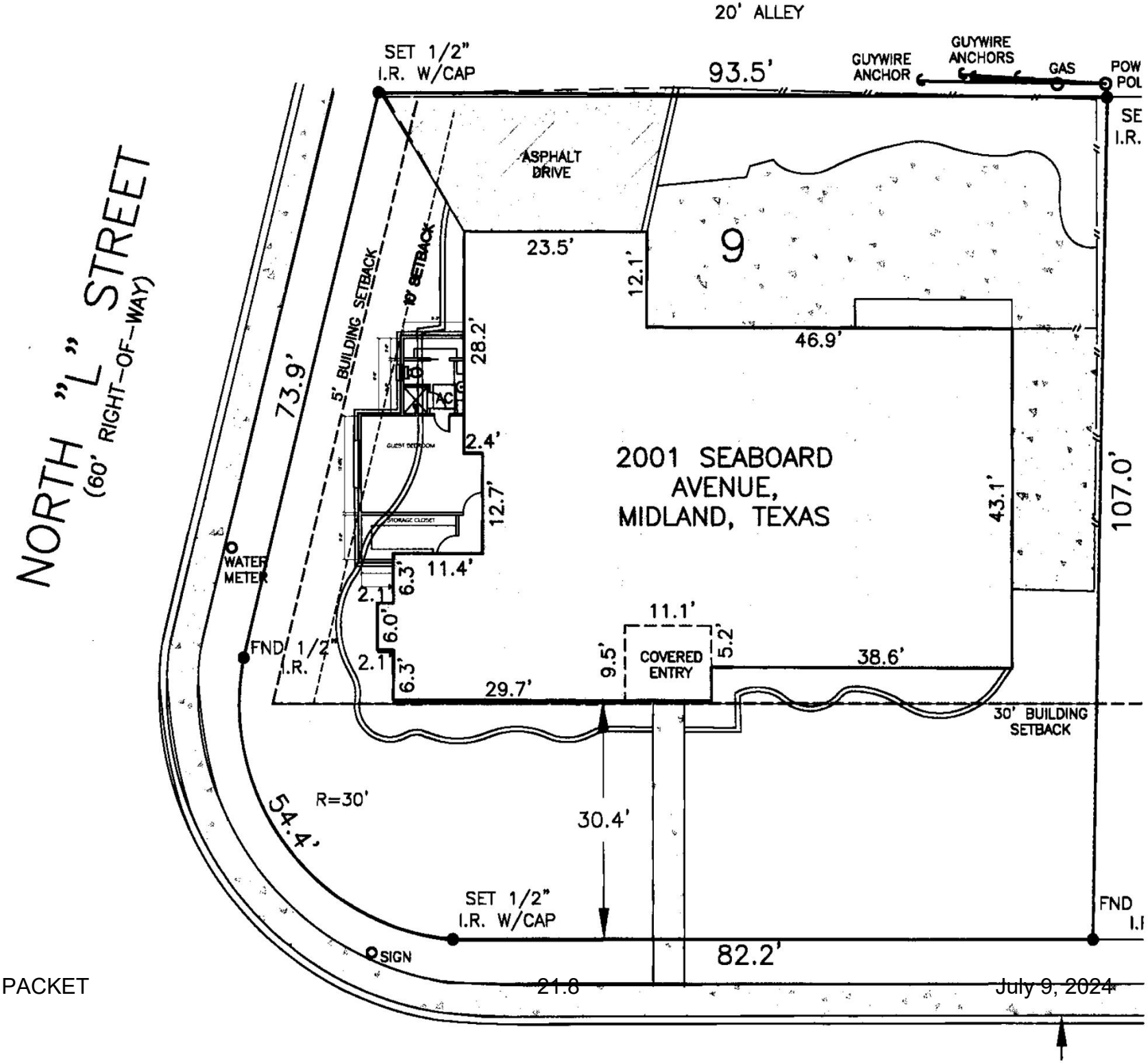
_____
Elizabeth Triggs, Planning and Development Officer

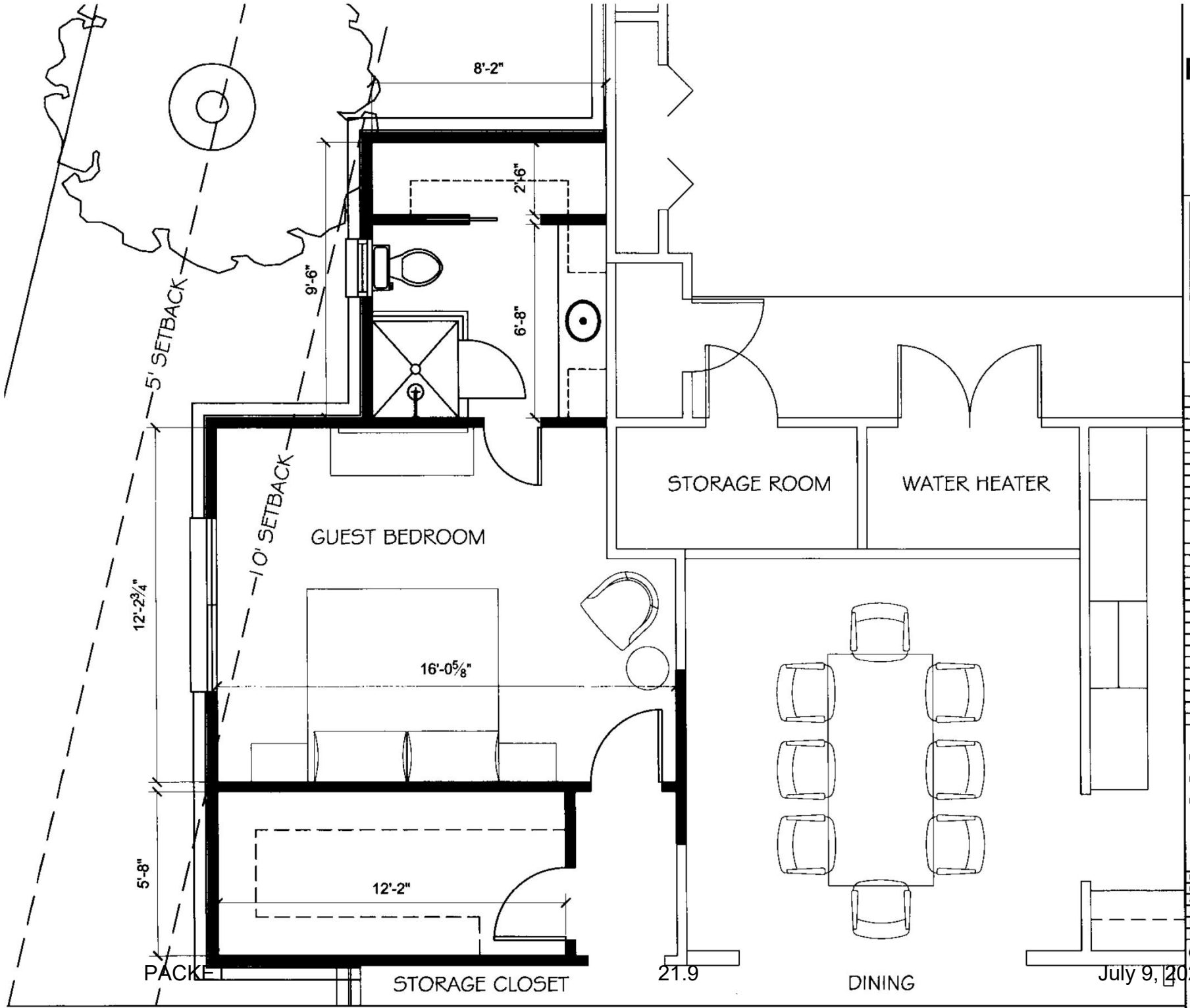
APPROVED ONLY AS TO FORM:

_____

John Ohnemiller, City Attorney

EXHIBIT "A"


20' ALLEY
SET 1/2" I.R. W/CAP
93.5'
GUYWIRE ANCHOR
GUYWIRE ANCHORS
GAS
POW POL
SE I.R.
ASPHALT DRIVE
23.5'
12.1'
9
46.9'
NORTH "L" STREET
(60' RIGHT-OF-WAY)
73.9'
5' BUILDING SETBACK
15' SETBACK
28.2'
2.4'
12.7'
11.4'
6.3'
2.1'
6.0'
2.1'
6.3'
2001 SEABOARD AVENUE, MIDLAND, TEXAS
43.1'
107.0'
WATER METER
FND 1/2" I.R.
11.1'
9.5'
COVERED ENTRY
5.2'
38.6'
29.7'
30' BUILDING SETBACK
R=30'
54.4'
30.4'
SET 1/2" I.R. W/CAP
FND I.R.
SIGN
82.2'
21.8



SITKA RESIDENCE

2001 SEABOARD
MIDLAND, TEXAS

ALLISON CHANDO

ISSUES AND REVISIONS

NO.	DATE	ISSUED AND REVISIONS
1	01/23/24	REVIEW
2	01/31/24	REVISION
3	02/05/24	REVISION
4	02/28/24	DETAILS

GENERAL NOTES

CONSTRUCTION LEGEND

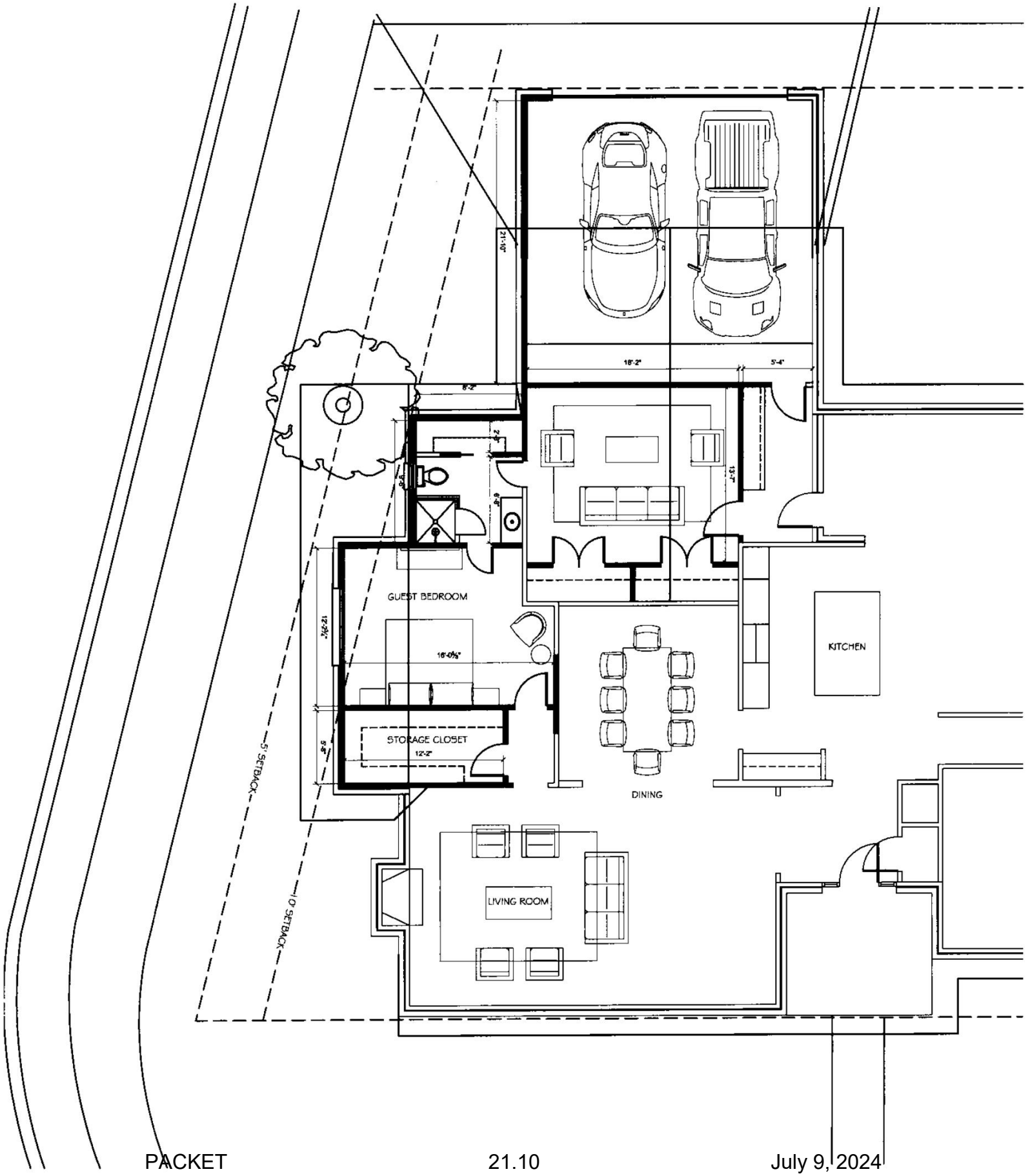
EXISTING WALLS
NEW WALLS
DEMO WALLS

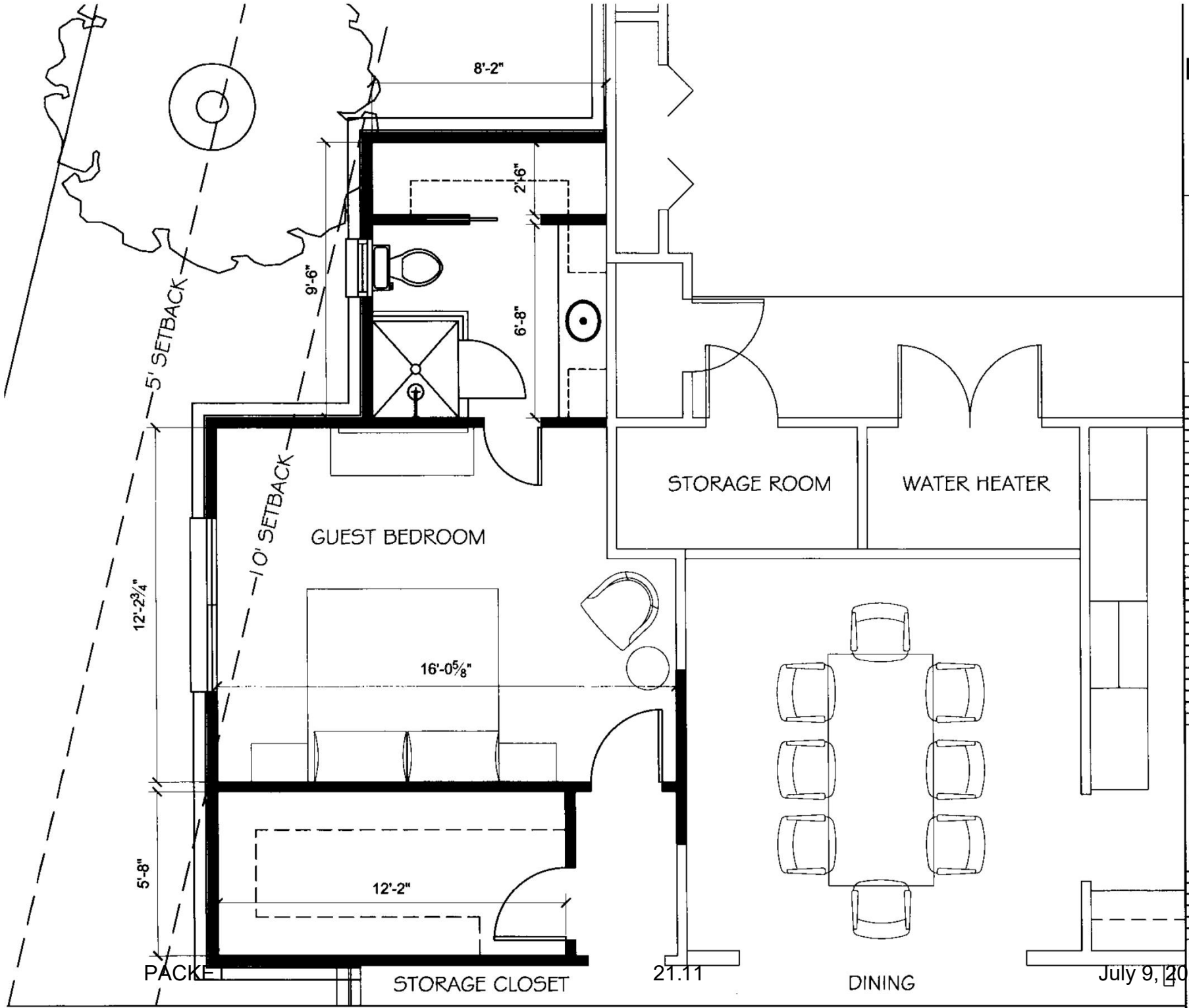
ALL FURNITURE SHOWN IS DIAGRAMMATIC AND DOES NOT REPRESENT ACTUAL FURNITURE DIMENSIONS AND/OR PLACEMENT. IT IS RECOMMENDED THAT THE CLIENT CONFIRMS ALL DIMENSIONS AND PLACEMENT OF EXISTING FURNITURE.

PROJECT NAME: SITKA RESIDENCE
PROJECT NUMBER: 23.37
DESCRIPTION: PRELIMINARY SPACE PLAN
AREA CALCULATION: 382 SF
PROJECT MANAGER: ALLISON CHANDO
CLIENT APPROVAL:

CONSTRUCTION PLAN

CONSTRUCTION PLAN — **NOT TO SCALE** — **A2.00**


GUEST BEDROOM
STORAGE CLOSET
12'-2"
DINING
KITCHEN
LIVING ROOM
5' SETBACK
10' SETBACK



SITKA RESIDENCE

2001 SEABOARD
MIDLAND, TEXAS

ALLISON CHANDO

ISSUES AND REVISIONS

NO.	DATE	ISSUES AND REVISIONS
1	01/23/24	REVIEW
2	01/31/24	REVISION
3	02/05/24	REVISION
4	02/28/24	DETAILS

GENERAL NOTES

CONSTRUCTION LEGEND

EXISTING WALLS
NEW WALLS
DEMO WALLS

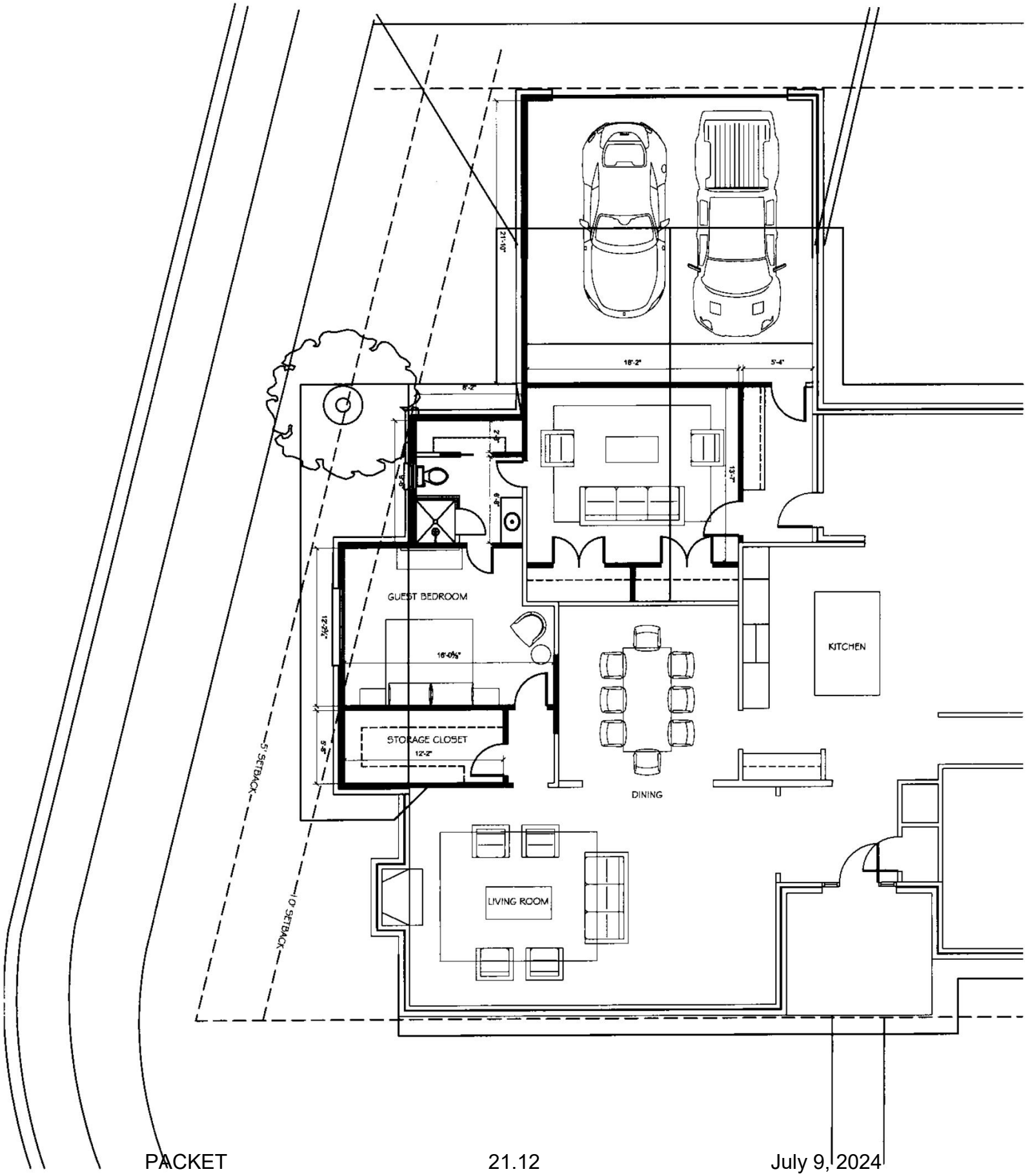
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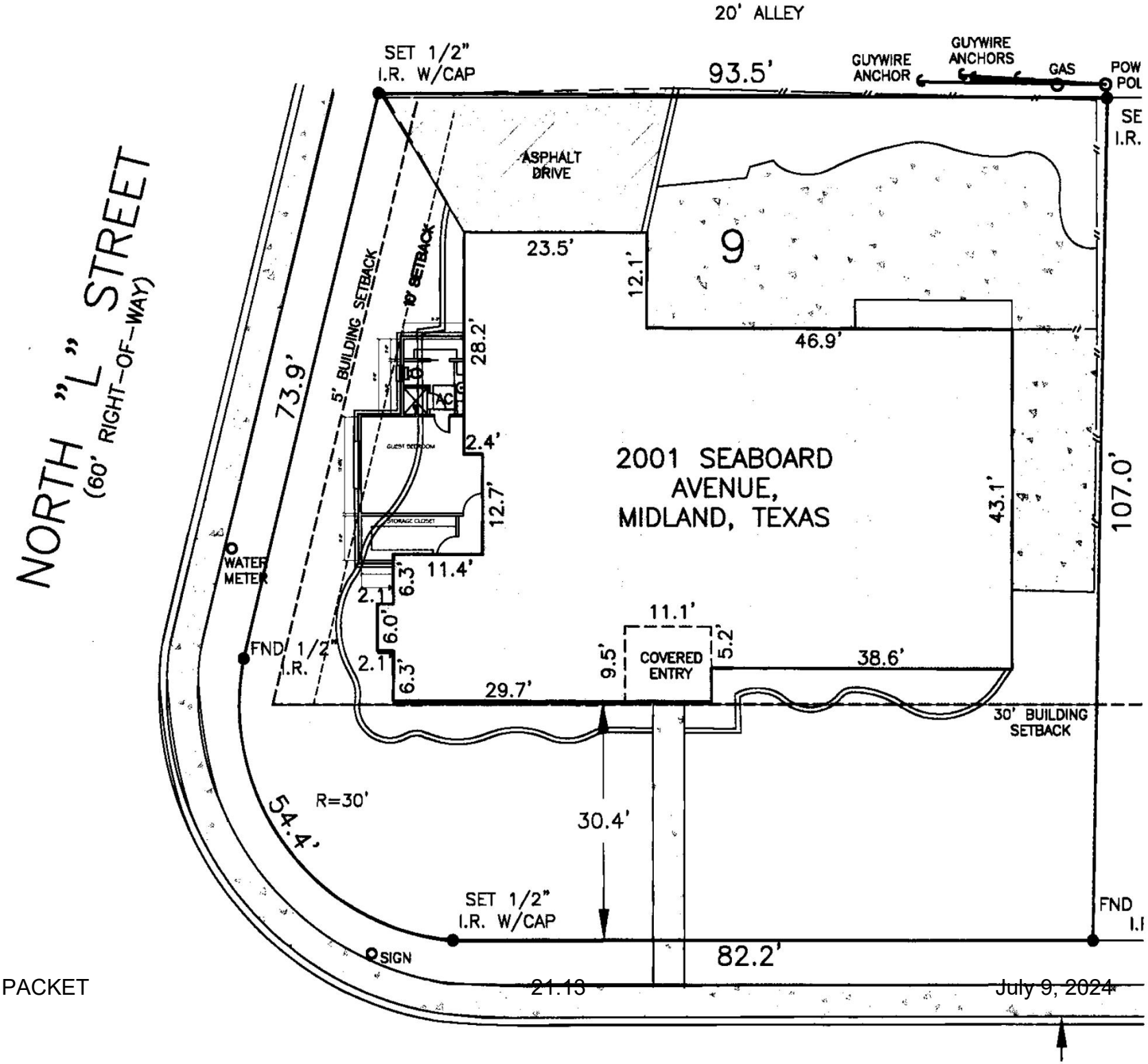
PROJECT NAME	SITKA RESIDENCE
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PROJECT MANAGER	ALLISON CHANDO
CLIENT APPROVAL	

CONSTRUCTION PLAN

PACKET 21.11 July 9, 2024

CONSTRUCTION PLAN NOT TO SCALE **A2.00**


GUEST BEDROOM
STORAGE CLOSET
12'-2"
DINING
KITCHEN
LIVING ROOM
5' SETBACK
0' SETBACK


20' ALLEY
SET 1/2" I.R. W/CAP
93.5'
GUYWIRE ANCHOR
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NORTH "L" STREET
(60' RIGHT-OF-WAY)
ASPHALT DRIVE
23.5'
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5' BUILDING SETBACK
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28.2'
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2001 SEABOARD AVENUE, MIDLAND, TEXAS
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WATER METER
11.4'
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COVERED ENTRY
5.2'
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38.6'
29.7'
30' BUILDING SETBACK
R=30'
54.4'
30.4'
SET 1/2" I.R. W/CAP
FND I.R.
SIGN
82.2'

MIDLAND
Planning Division

Special Exception Application

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Brooks Sitka		Phone (979) 733-7984 Email brooks.sitka@gmail.com	
Address 2001 Seaboard Ave	City Midland	State Tx	Zip 79705

Property Owner Printed Name: Brooks Sitka		Phone (979) 733-7984 Email brooks.sitka@gmail.com	
Address 2001 Seaboard Ave	City Midland	State Tx	Zip 79705

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 2001 Seaboard Ave, Midland, Tx 79705

Legal Description
Lot: 009 Block: 014 Subdivision: Warwick

Current Zoning: SF1

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: Due to the irregular shape of my lot, the proposed addition will partially/slightly encroach beyond the 10' setback required of corner lots. The addition will not go beyond the 5' setback mark.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing:
  - Parking
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures	
Applicant (signature): Brooks Sitka	Date: 5/17/24
Applicant (printed): Brooks Sitka	
Property Owner (signature): Brooks Sitka	Date: 5/17/24
Property Owner (printed) : Brooks Sitka	

The Special Exception shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

_____ _____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☐ Property Owner Authorization ☐ Dimensioned Site Plan

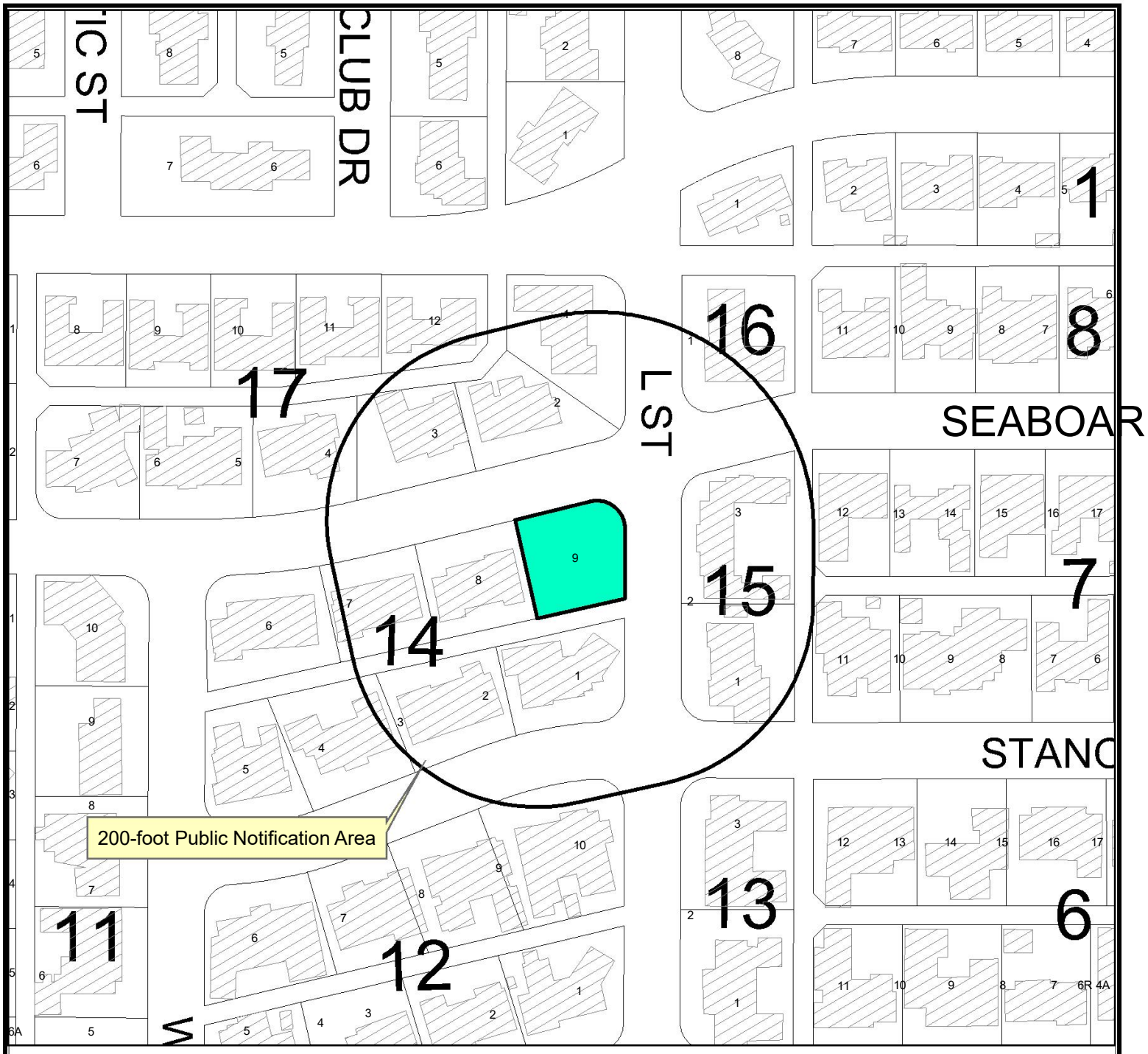
☐ Application Fee ☐ Plans in Digital Format (PDF/JPEG)

Check # 1616

Received By: Date: RECEIVED MAY 20 2024

BY: .....

****Application will not be considered for scheduling until reviewed by a planner.****



Location Map

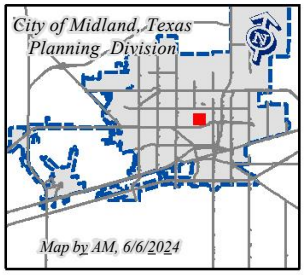
E-24-0125 **Scale: 1" = 150'**

Consider a request by Brooks Sitka for a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 -- Residential Zoning Dimensional Regulations Chart, to reduce the minimum side setback for an addition for a corner lot on Lot 9, Block 14, Warwick Addition, City and County of Midland, Texas.

Generally located at the southwest corner of Seaboard Avenue and North L Street. (Council District 3)

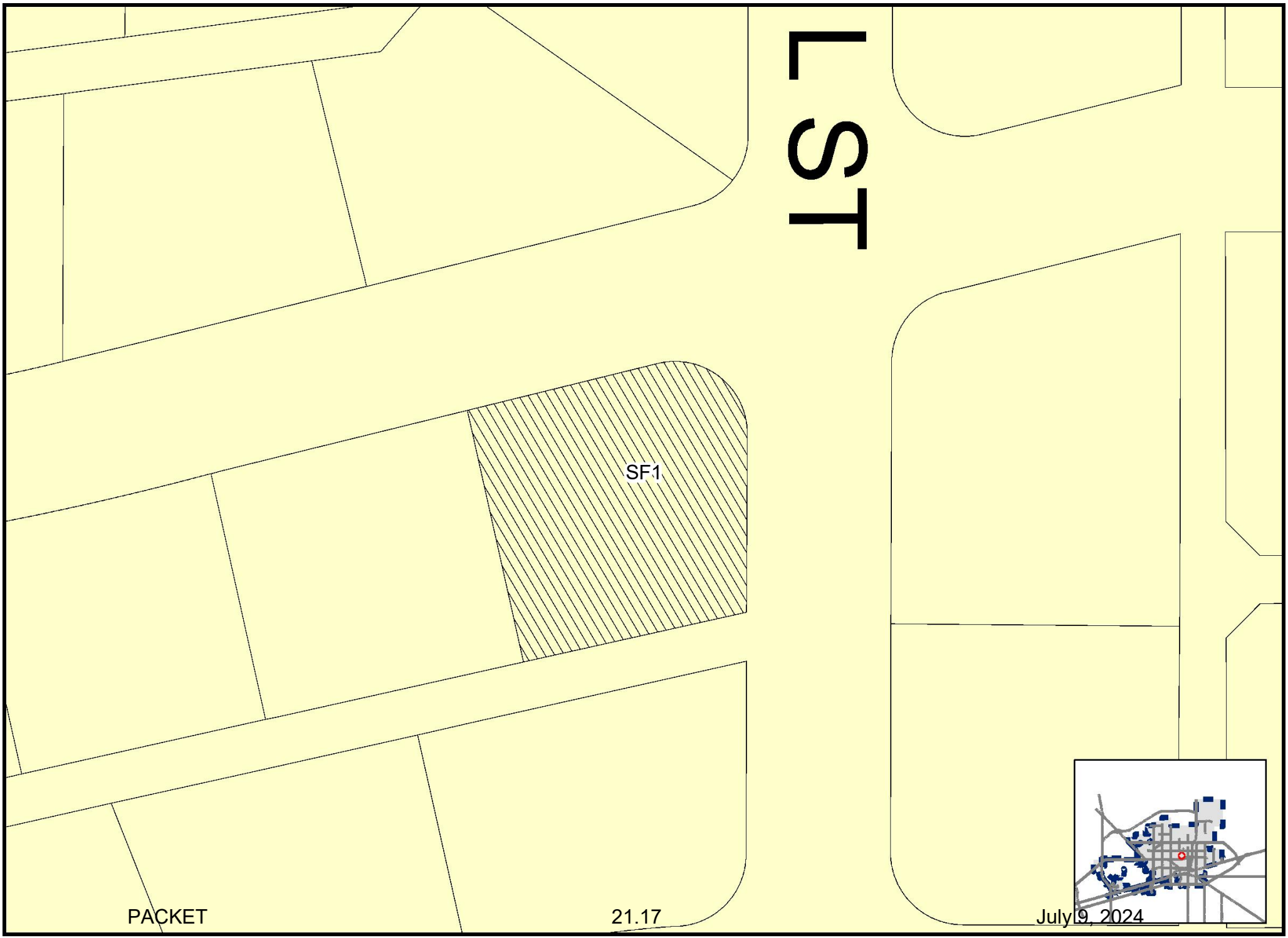
LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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July 9, 2024



Map AM, 6/6/2024

E-24-0125

Scale: 1" = 50'

ZONING MAP

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17
16
15
14
1ST
S

MIDLAND

Be the Energy!

2001 Seaboard

Special Exception

Brooks Sitka

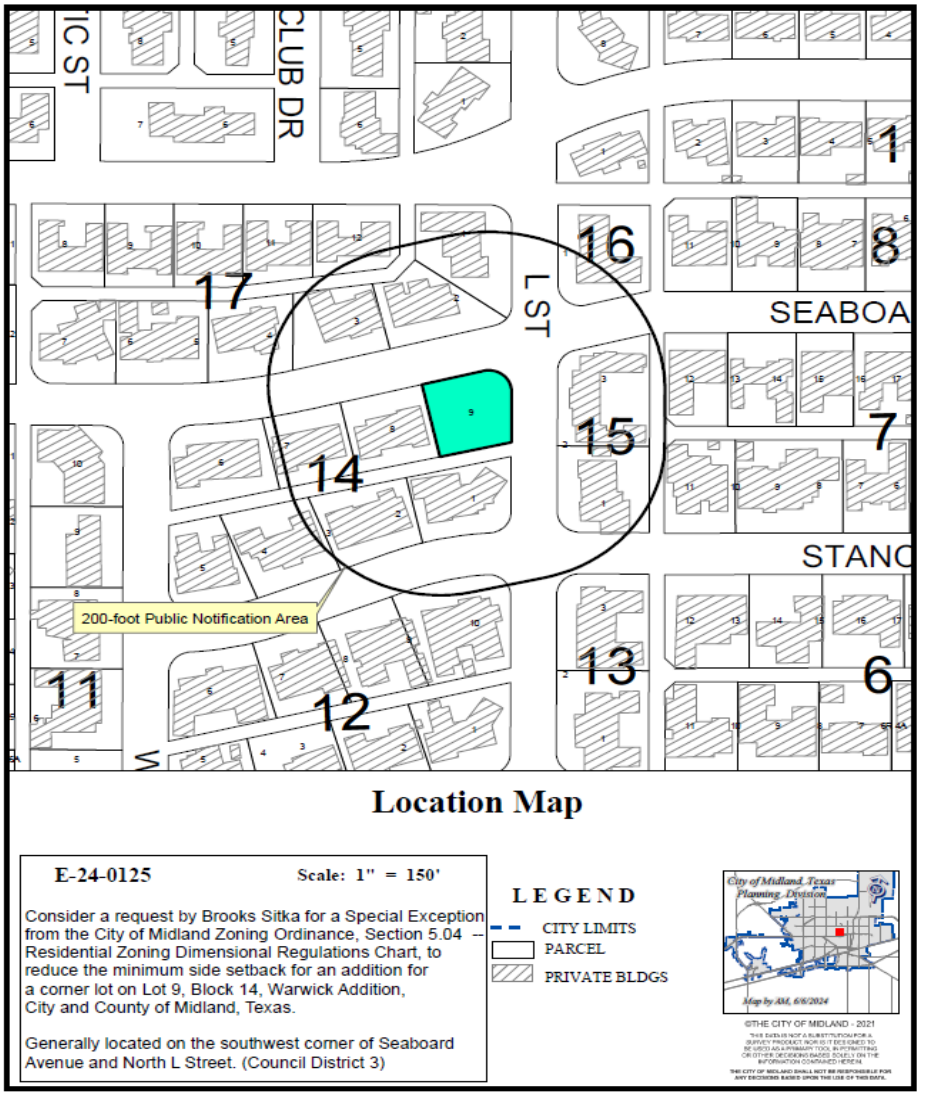
July 9, 2024



Visit Our Website:
MIDLANDTEXAS.GOV

2001 Seaboard

- Brooks Sitka
- Special Exception to 5.04 Residential Zoning District Dimensional Regulations Chart, to reduce the minimum side setback for an addition for a corner lot
- 2001 Seaboard



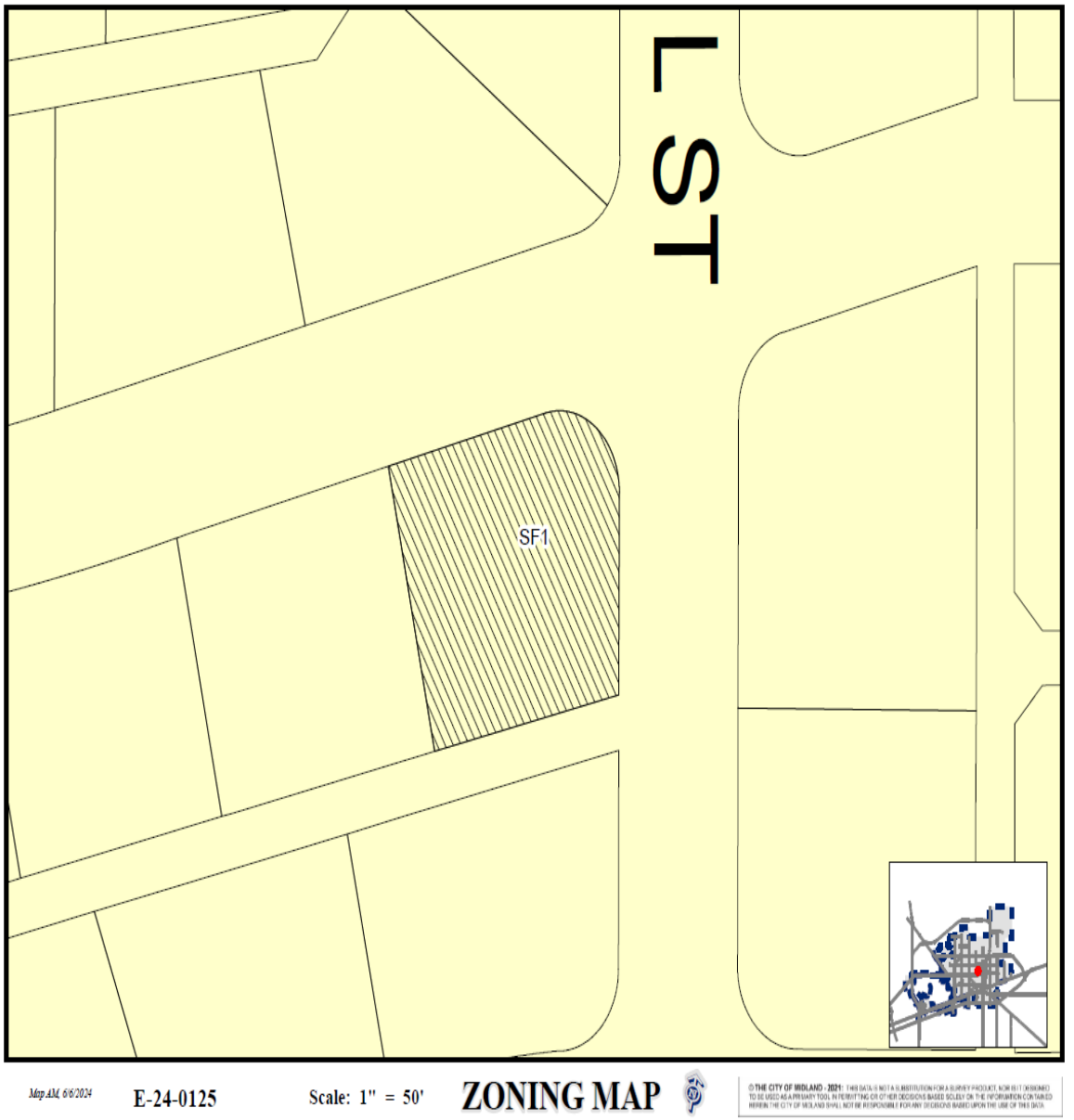
2001 Seaboard

- **Current Use: Residential**
- **Proposed Use: Residential**



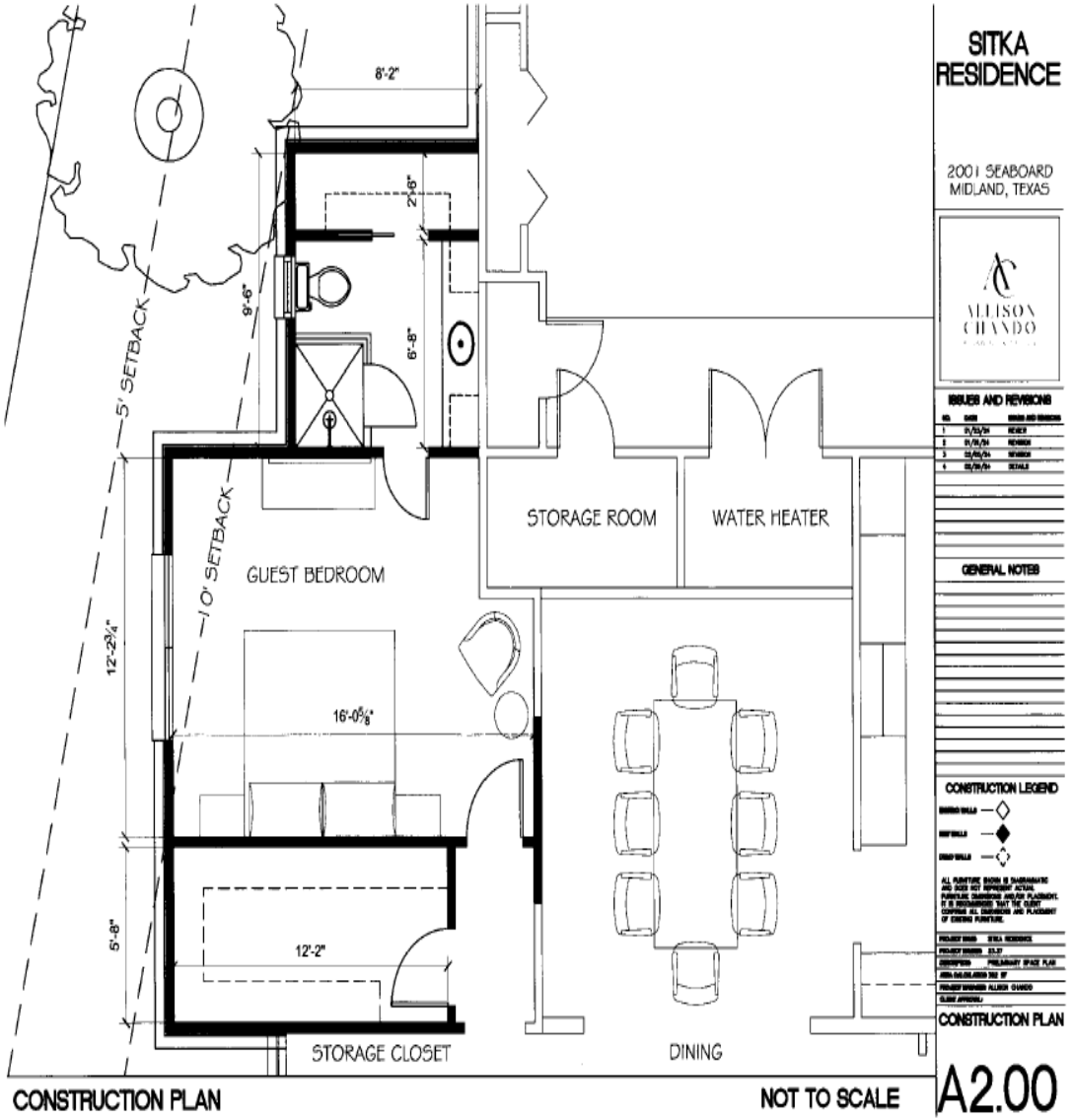
2001 Seaboard

- Currently Zoned: SF-1, Single Family Dwelling District
- Surrounding Zoning:
  - Surrounded all by SF-1, Single Family Dwelling District



2001 Seaboard

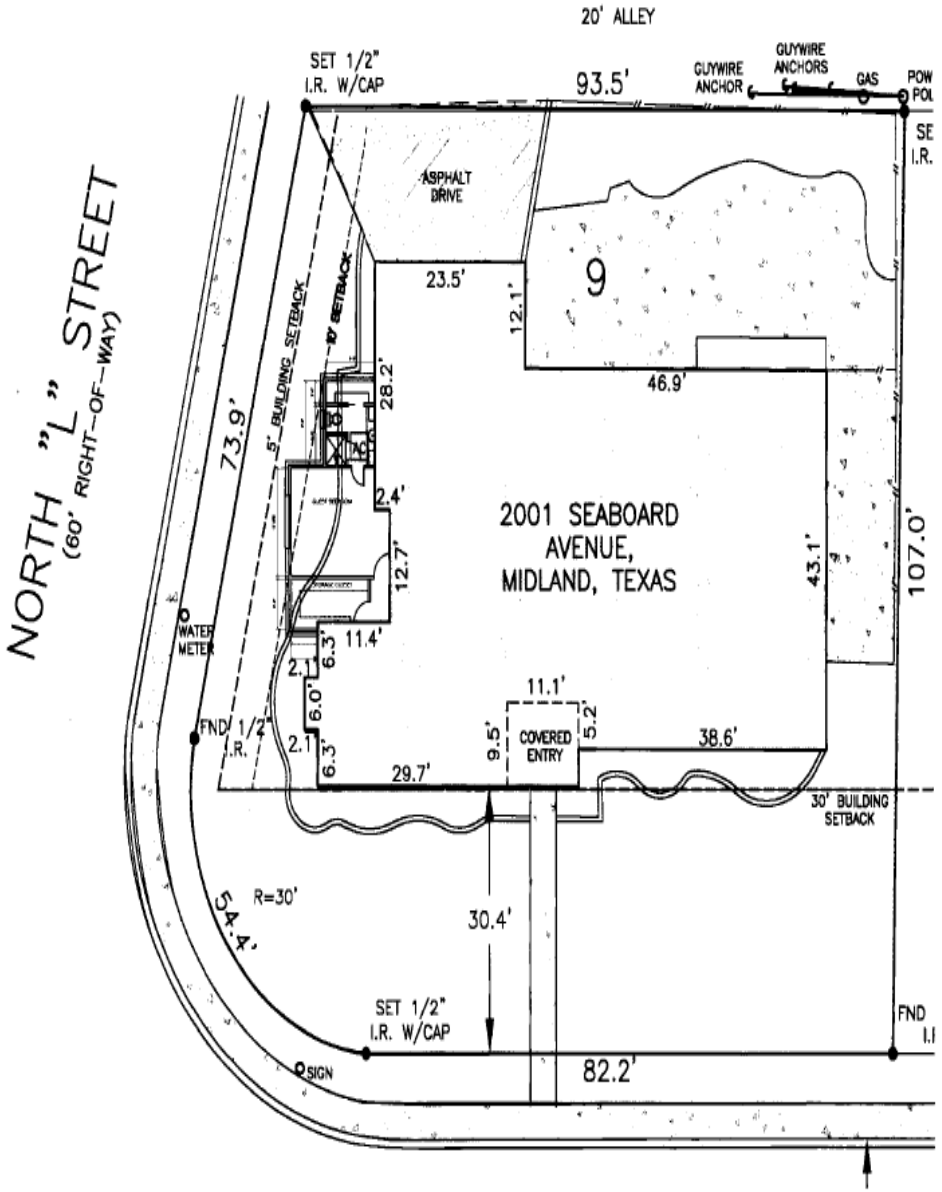
- **Request is to construct a building within the side setback.**



MIDLAND Be the Energy!

2001 Seaboard

- **Request is to construct a building within the side setback.**





On Trevino, Looking North

- Staff recommends *NO ACTION* on this request as there is no hardship.
  - Staff has not received any objections

City Council Meeting

Item Number: 22

Meeting Date: July 9, 2024

To: City Council / City Manager

From: Diana Geerts, Senior Planner

Subject: **AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 16, BLOCK 13, SOUTH PARK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH FORT WORTH STREET, APPROXIMATELY 253 FEET SOUTH OF EAST NEW JERSEY STREET), BY PERMITTING A REDUCED MINIMUM REAR 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 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Purpose:

The applicant, Quinlan Laing, is requesting a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, to allow for a reduced rear yard setback to accommodate an existing building at 1205 S. Fort Worth.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds are required to process this request.

Strategic Priority:

(Quality of Life and Place)

Discussion:

The property is zoned SF-2, Single-Family Dwelling District. *Section 5.04 – Residential Zoning Regulations Dimensional Regulations Chart* lists the rear yard setback for this zoning as five (5) feet since the structure has alley access. The applicant proposes a rear setback of four (4) feet and plans to extend the front of the structure to convert it into a house. Therefore, they are requesting this special exception to proceed.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Fire: (Approved)

No objections.

Building: (Approved)

No issues. All future structures must adhere to the .2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No objections. [For the Applicant's information only.]

Oil and Gas: (Approved)

No Oil and Gas issues.

Transportation: (Approved)

No objections.

Planning (No Action):

There is no hardship that would warrant this request.

Therefore, staff recommends no action be taken on this special exception. However, should it be approved, staff recommends that it be subject to conditions A through C.

Condition:

A. **That the minimum rear yard setback shall be four feet (4').**

B. **That the reduced minimum rear yard setback granted herein shall apply only**

to the structure identified as "GARAGE / IN-LAW SUITE" in the site plan, which is attached hereto as Exhibit "A" and incorporated herein. The location of said structure shall significantly conform to the site plan.

C. **For the avoidance of doubt, the structure identified as "SHED TO BE DEMOLISHED" in the site plan is illustrative only, and this ordinance does not allow a reduced minimum side yard setback on the Property.**

Letters of Objection:

Staff has not received any letters of objection as of July 3, 2024.

Attachments:

Site Plan (Exhibit A)
Application
Maps

Morris William Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 16, BLOCK 13, SOUTH PARK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH FORT WORTH STREET, APPROXIMATELY 253 FEET SOUTH OF EAST NEW JERSEY STREET), BY PERMITTING A REDUCED MINIMUM REAR YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Ordinance, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

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

SECTION ONE. That a special exception is hereby granted for the property described as Lot 16, Block 13, South Park Addition, City and County of Midland, Texas (the "Property"). Said special exception shall allow a reduced minimum rear yard setback.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That the minimum rear yard setback shall be four feet (4').

B. That the reduced minimum rear yard setback granted herein shall apply only to the structure identified as "GARAGE / IN-LAW SUITE" in the site plan, which is attached hereto as Exhibit "A" and incorporated herein. The location of said structure shall significantly conform to the site plan.

C. For the avoidance of doubt, the structure identified as "SHED TO BE DEMOLISHED" in the site plan is illustrative only, and this ordinance does not allow a reduced minimum side yard setback on the Property.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to file this

ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2024; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

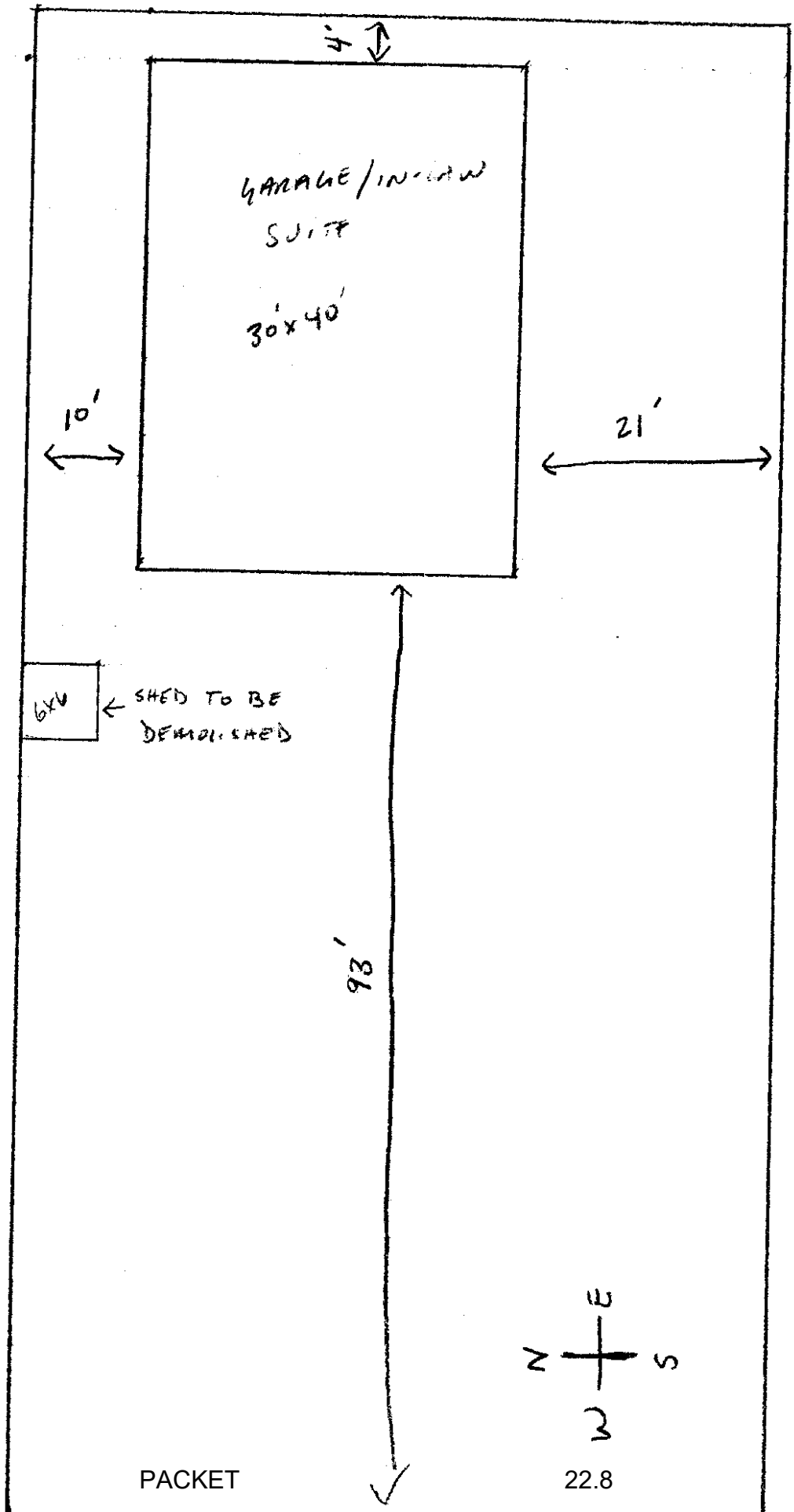
APPROVED AS TO CONTENT
AND COMPLETENESS:

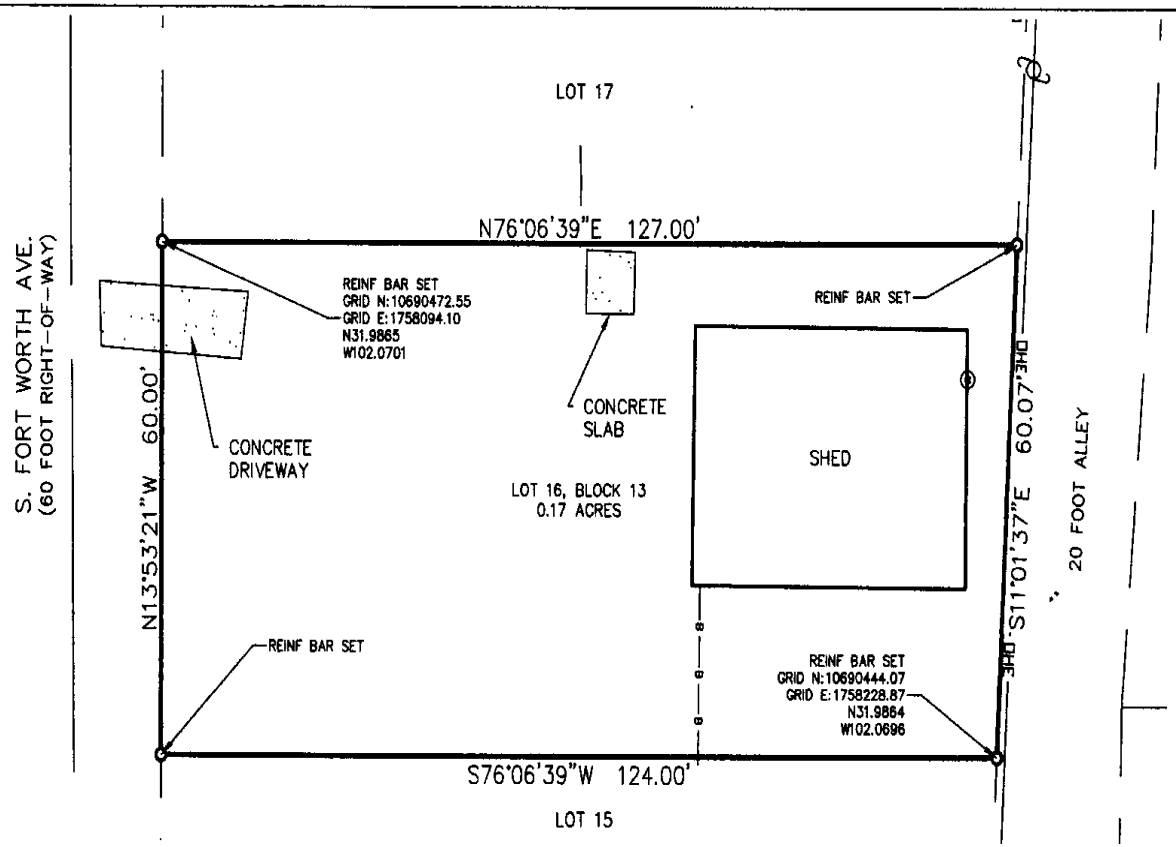
_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"


4'
GARAGE/IN-LAW SUITE
30'x40'
10'
21'
6'x6'
SHED TO BE DEMOLISHED
93'
E
N
S
W



NOTES:

SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF THE COUNTY ORDINANCE AND STATE LAW AND MAY BE SUBJECT TO FINES AND WITHHOLDINGS OF UTILITIES AND BUILDING PERMITS.

BEARINGS AND DISTANCES SHOWN ARE BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF TITLE COMMITMENT. NOT ALL EASEMENTS OR MATTERS OF TITLE MAY BE SHOWN.

THIS SURVEY DOES NOT GUARANTEE OWNERSHIP.

MONUMENTS ARE A 1/2" REINFORCING BAR SET WITH PLASTIC CAP STAMPED "SCHUMANN" UNLESS OTHERWISE NOTED.

LEGEND:

- O — MONUMENT AS DESCRIBED
- ——— PROPERTY LINE
- — — ADJOINING PROPERTIES
- —B— BRICK FENCE
- —OHE— OVERHEAD ELECTRIC
- UTILITY POLE
- ELECTRIC METER

Surveyor Certification

TO THE LIENHOLDERS, JAMIN JONES

(OWNER) OF THE PREMISES AND TO THE ISSUING TITLE INSURANCE UNDERWRITER: THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND THAT THERE ARE NO KNOWN DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, EASEMENTS OR RIGHTS-OF-WAY, EXCEPT AS SHOWN HEREON.

DATED THIS 3RD DAY OF JUNE, 2024

STATE OF TEXAS REGISTERED RJ DAUM 4826 PROFESSIONAL LAND SURVEYOR

RJ DAUM
TEXAS RPLS 4826

SCHUMANN
SURVEYING, INC.
A LATERAL LAND COMPANY
800 N. MARIENFELD STREET
SUITE 100
MIDLAND, TEXAS 79701
TEXAS FIRM No. 10149600
Office (432) 684-3546

SURVEY

LOT 16,

BLOCK 13,

SOUTH PARK
(RE-PLAT)
AN ADDITION TO THE CITY OF
MIDLAND, MIDLAND COUNTY, TEXAS,
ACCORDING TO THE PLAT RECORDED IN
CABINET C, PAGE 121,
PLAT RECORDS OF

MIDLAND COUNTY, TEXAS

SCALE: 1" = 20'

PROJECT: 77229EM
JOB NO.: 80,292

July 9, 2024 22.9 PACKET

MIDLAND
Planning Division

Special Exception Application

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Quinlan Laing		Phone (432) 528-3484 Email quinlanlaing@yahoo.com	
Address 2502 Bellechasse Ct.	City Midland	State Tx	Zip 79705

Property Owner Printed Name: Quinlan Laing		Phone (432) 528-3484 Email quinlanlaing@yahoo.com	
Address 2502 Bellechasse Ct.	City Midland	State Tx	Zip 79705

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name: Quinlan Laing		Phone (432) 528-3484 Email quinlanlaing@yahoo.com	
Address	City	State	Zip

Street Address: 1205 S. Fort Worth

Legal Description
Lot: 17 Block: 013 Subdivision: south park

Current Zoning: Residential

This property qualifies as an exception to the City Code because:

- ☐ It is an expansion of a nonconforming use.
- ■ There are existing nonconforming structures in the area.
- ☐ The addition of architectural or other projections of a minor extent.

Reason for Request: Existing building sits 1' over set back. It currently has a garage and in-law suite and would like to close it in and extend it towards the street.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland' ($500.00)
- Dimensioned Site Plan showing:
  - Parking
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures	
Applicant (signature):	Date: 05/22/24
Applicant (printed): Quinlan Laing	
Property Owner (signature):	Date: 05/22/24
Property Owner (printed): Quinlan Laing	

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 Quinlan Ezequl laing who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 22nd day of May, 2024, to certify which witness my hand and seal of office.

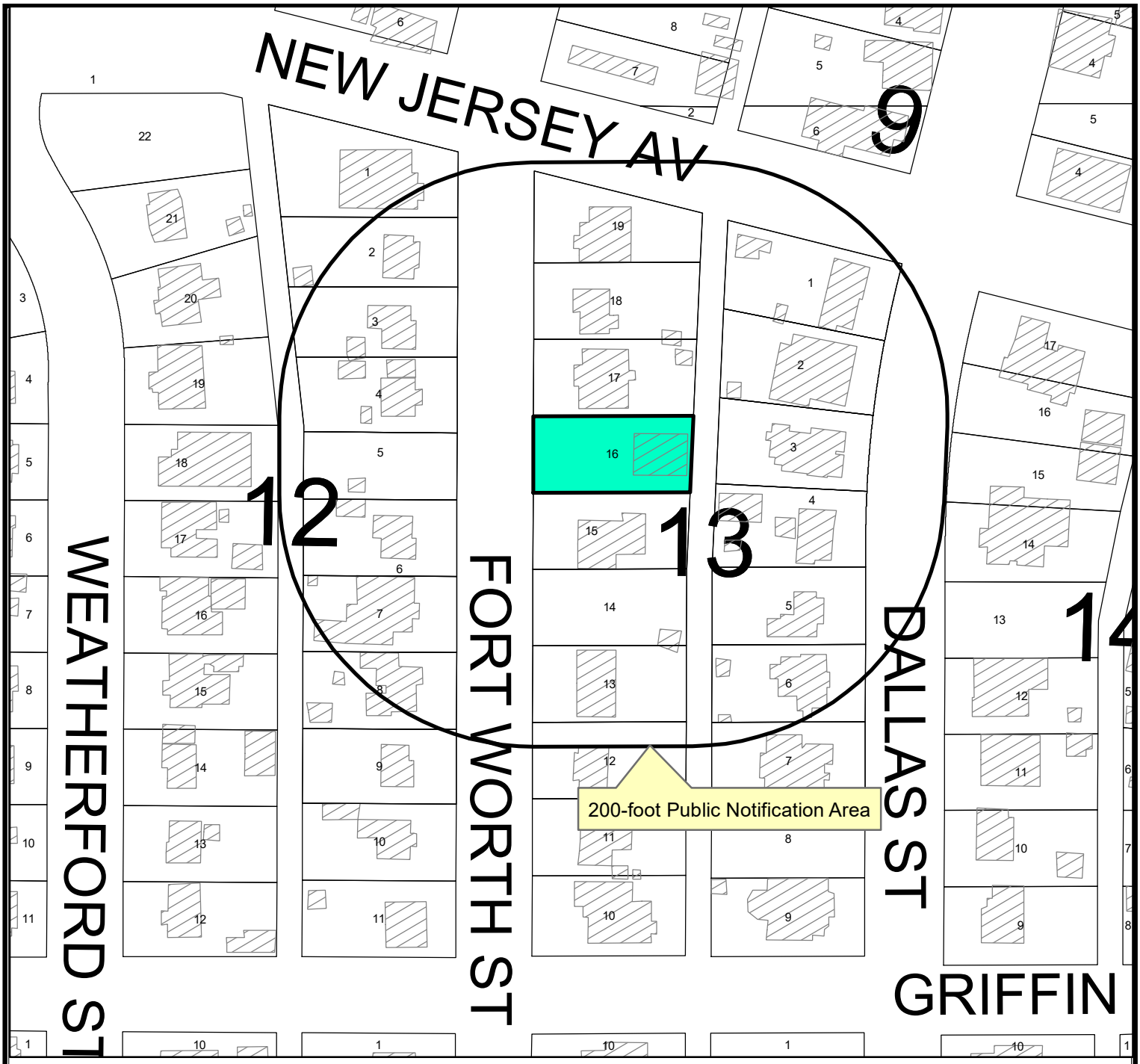
ALEXIS MARIE MARTINEZ
Notary Public, State of Texas
Comm. Expires 07-12-2027
Notary ID 134449907

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☐ Property Owner Authorization	☐ Dimensioned Site Plan
☐ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check # 2424	
Received By:	Date: RECEIVED MAY 22 2024 BY:

****Application will not be considered for scheduling until reviewed by a planner.****



Location Map

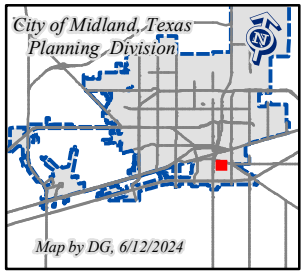
E-24-0124 **Scale: 1" = 600'**

Consider a request by Quinlan Laing for a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, to allow a reduced minimum rear yard setback, on Lot 16, Block 13, South Park Addition, City and County of Midland, Texas.

Generally located on the east side of South Fort Worth Street, approximately 253 feet south of East New Jersey Street. (District 2)

LEGEND

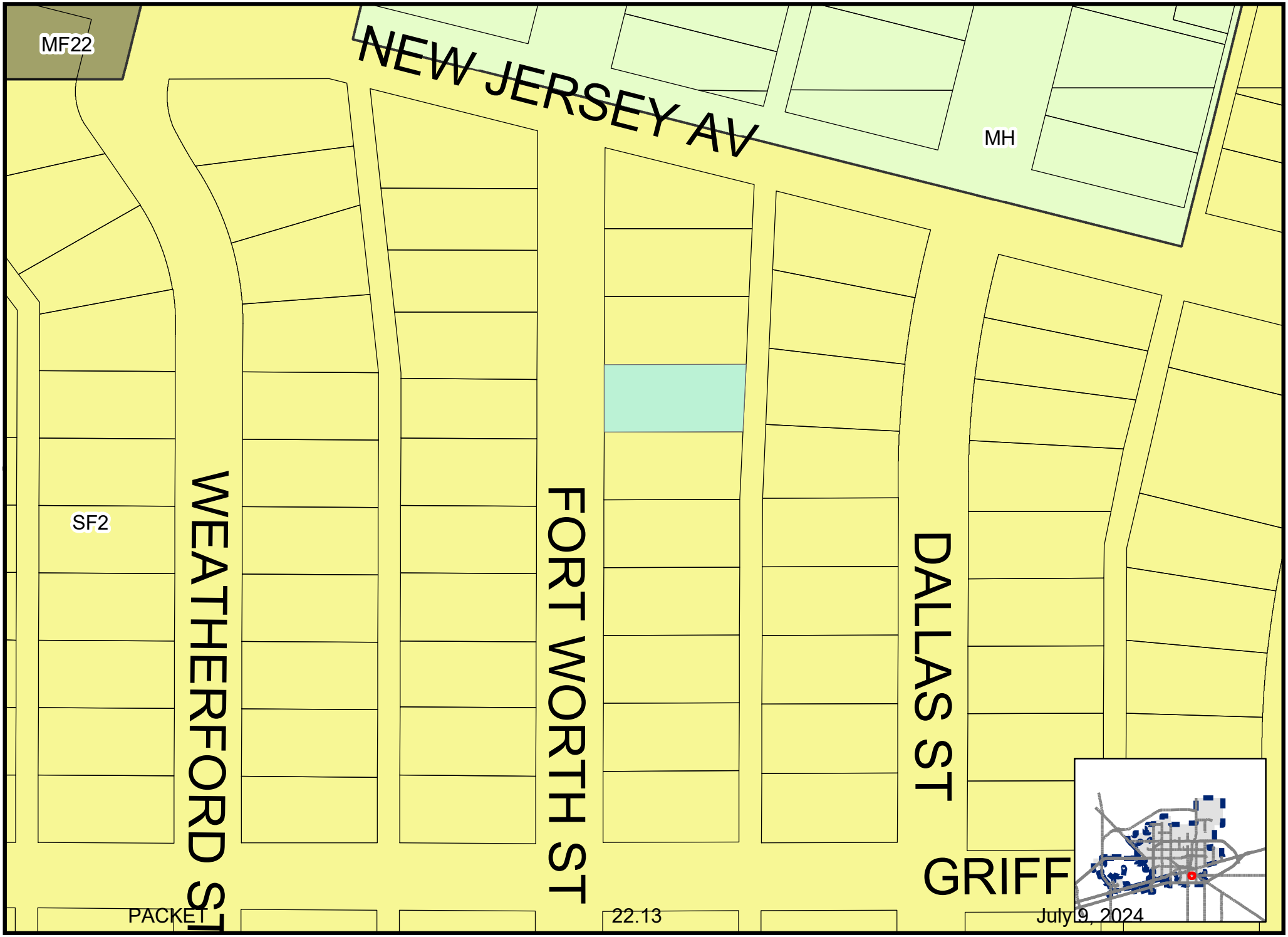
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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Map DG, 6/12/2024

E-24-0124

Scale: 1" = 600'

ZONING MAP

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MIDLAND

Be the Energy!

Special Exception

1205 S Fort worth

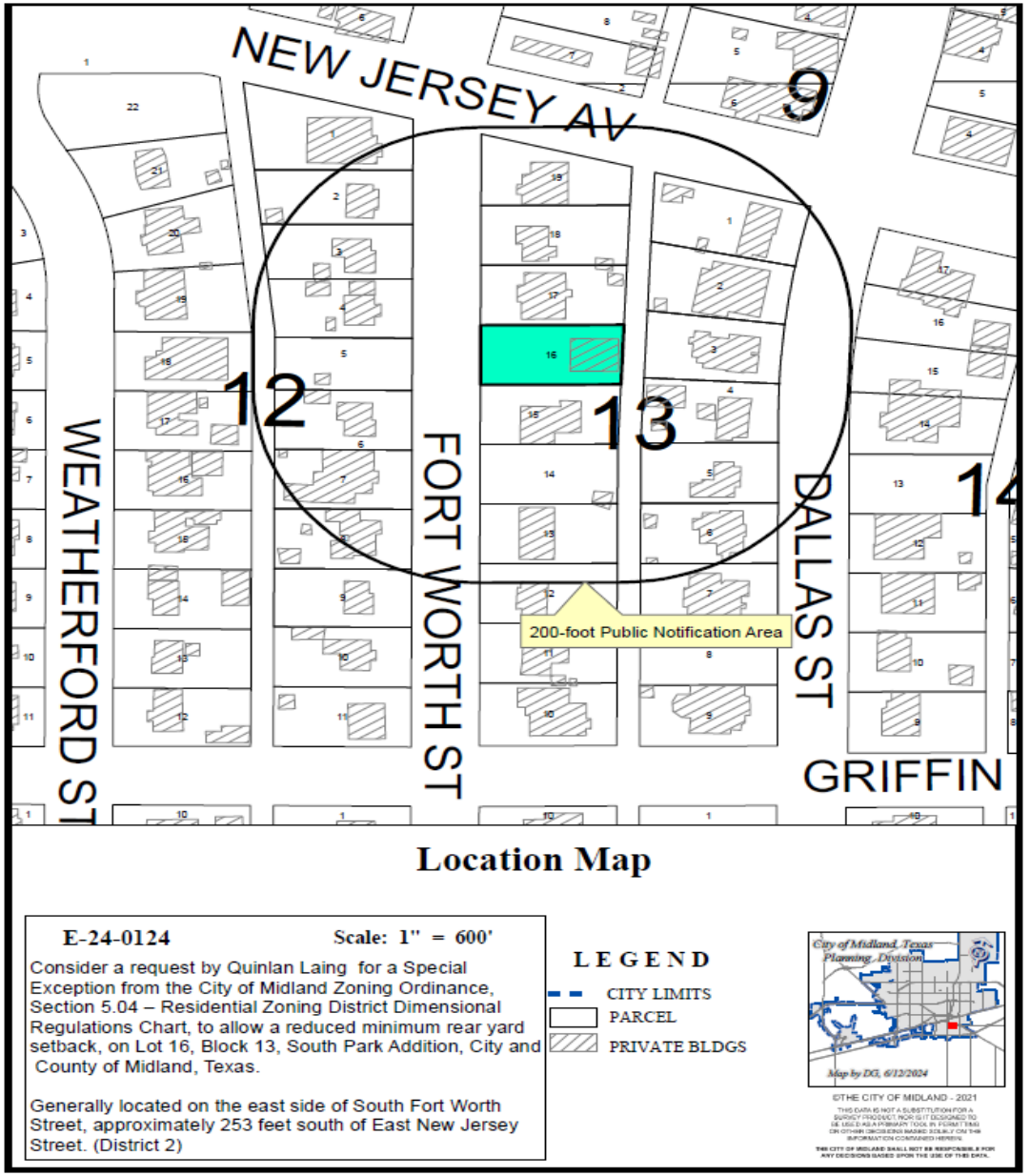
July 9, 2024

Visit Our Website:
MIDLANDTEXAS.GOV



1205 S Fort Worth

- Quinlan Laing
- Special Exception for reduced rear yard setback
- 1205 S. Fort Worth



MIDLAND
Be the Energy!

1205 S Fort Worth

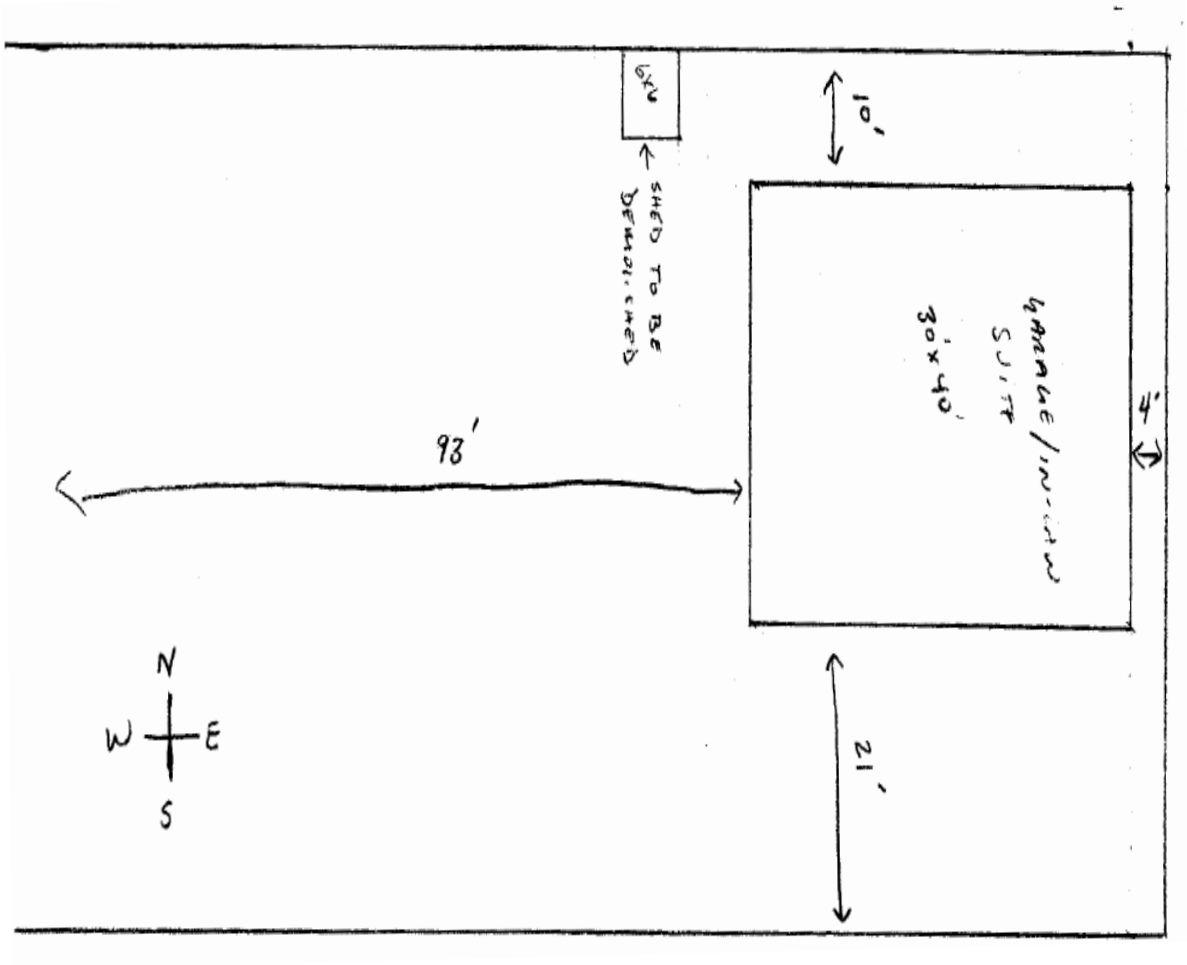
- **Current Use: Storage Shed**
- **Proposed Use: Single-Family Residence**



MIDLAND
Be the Energy!

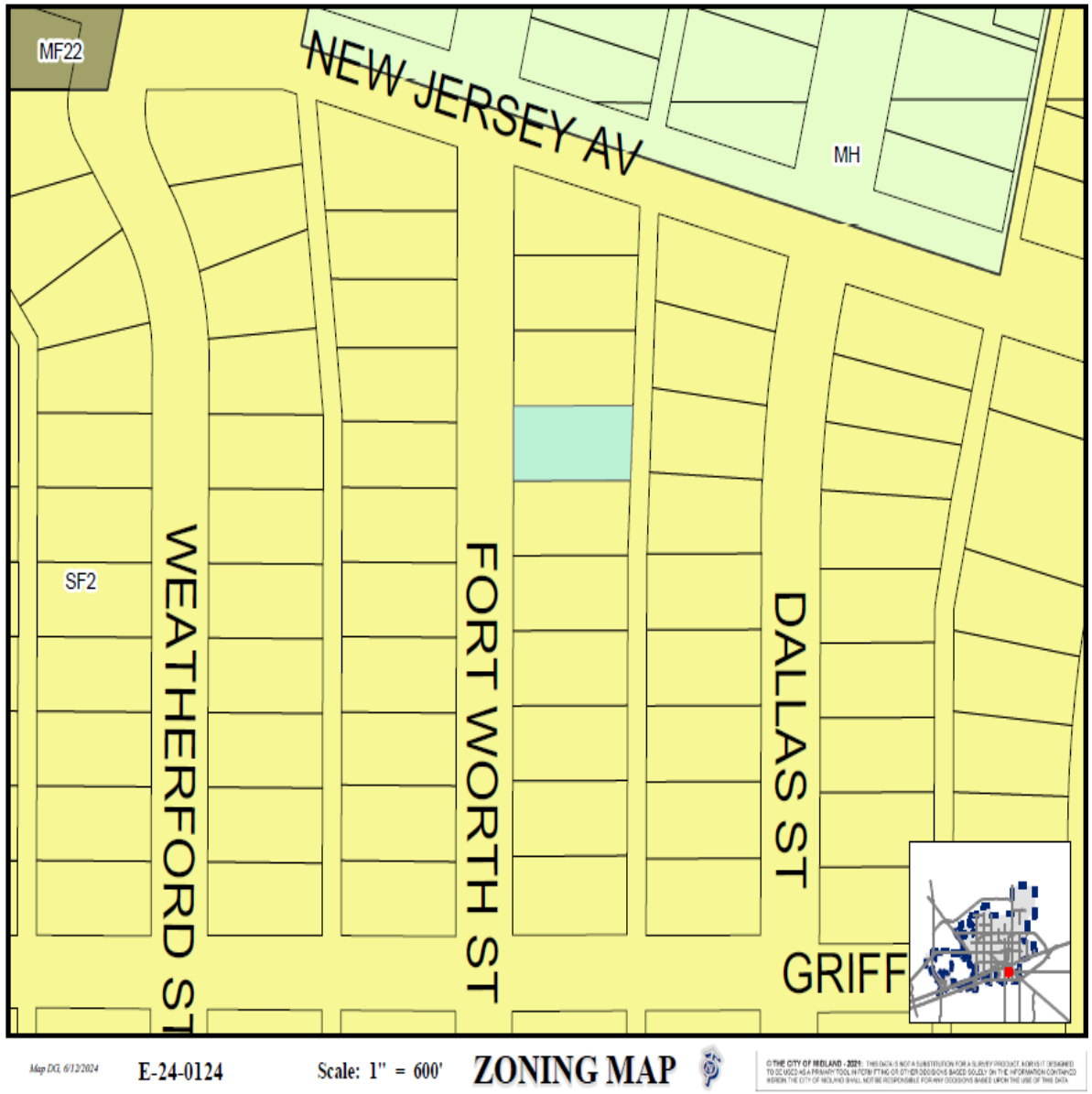
1205 S Fort Worth

- **Special Exception to 5.04 - Residential Zoning District Dimensional Regulations Chart, to reduce the minimum rear yard setback for an addition**



1205 S Fort Worth

- **Currently Zoned: SF-2, Single Family Dwelling District**
- **Surrounding Zoning: SF-2, Single Family Dwelling District**



- A rear yard with alley access setback of five feet (5') is required.
- Applicant is requesting 4 feet (4')

5.04. Residential Zoning District Dimensional Regulations Chart

Regulation	AE, Agricultural Estate District	CE, Country Estate District	SF-1, Single-Family Dwelling District	SF-2, Single-Family Dwelling District
Lot Dimensions				
Minimum Lot Area[1]	2 Acres (87,120 SF)	43,560 SF	9,000 SF	7,000 SF
Minimum Lot Width: Interior Lot	150′	100′	80′	65′
Corner Lot	150′	100′	85′	70′
Minimum Lot Depth	150′	120′	100′	100′
Yard Setback Dimensions				
Minimum Front Yard Setback[2]	40′	35′	25′	20′
Minimum Front Yard Setback – If lot is served by a paved alley and no front entry is provided or allowed (i.e., no driveway may be in the front yard and access must be from the alley.)	40′	35′	10′	10′
Minimum Side Yard Setback: Interior Lot	15′	10′	5′	5′
Corner Lot – Exterior (Street) Yard	15′	10′	10′	10′
Minimum Rear Yard Setback: Where an alley adjoins the rear lot line[3]	0′ = 1 story structure with no alley access 5′= any structure (garage, carport) with alley access 10′ = 2 story structure 20′ = 3 story structure	0′ = 1 story structure with no alley access 5′= any structure (garage, carport) with alley access 10′ = 2 story structure 20′ = 3 story structure	0′ = 1 story structure with no alley access 5′= any structure (garage, carport) with alley access 10′ = 2 story structure 20′ = 3 story structure	0′ = 1 story structure with no alley access 5′= any structure (garage, carport) with alley access 10′ = 2 story structure 20′ = 3 story structure
Where no alley adjoins the rear lot line	10′ =-1 story structure 20′ = 2 story structure	10′ =-1 story structure 20′ = 2 story structure	10′ =-1 story structure 20′ = 2 story structure	10′ =-1 story structure 20′ = 2 story structure

MIDLAND Be the Energy!



On S Fort Worth Street, looking North.

MIDLAND
Be the Energy!

- Staff recommends ***NO ACTION*** on this request as there is no hardship.
  - Staff has no received any objections

City of Midland
Office Memorandum

DATE: July 9, 2024

TO: The Honorable Mayor and City Council Members

FROM: John Ohnemiller, City Attorney
Nicholas Toulet, Sr. Assistant City Attorney

SUBJECT: A Proposed Ordinance Amending the Code of Ethics of the City of Midland, Texas

---

The proposed ordinance amends the Code of Ethics of the City of Midland, Texas (the "Code").

The proposed revisions aim to reorganize and update the Code, which was last amended almost thirty (30) years ago (Sept. 1994). If approved, the entirety of Code will be replaced with the language contained in the exhibit attached to the ordinance.

Staff attempted to reorganize the Code to make it easier to review. The proposed revisions include a new Table of Contents that separates the Code into two (2) parts as follows:

i. **Part A** – largely comprising the substance of the current Code; and

ii. **Part B** – a new portion of the Code that details the City's form of governance and the responsibilities of the City's Officers (as defined in Part A) and appointed officials.

Part A is comprised of seven (7) separate sections that loosely mirror the form and substance of the 1994 version of the Code; however, staff was deliberate in incorporating current state law into the proposed revisions. Additionally, staff standardized all terms and definitions throughout the Code to minimize reader confusion. The sections comprising Part A of the Code are as follows: (i) Definitions, (ii) Policy, (iii) Standards of Conduct, (iv) Substantial Interest, (v) Penalty for Violation of Code, (vi) Enforcement Procedure, and (vii) Retaliation Prohibited.

Part B is a proposed addition to the Code that memorializes the City's form of governance as a council-manager municipality and delineates the responsibilities of the following Officers and appointed officials: (i) City Council, (ii) Mayor, (iii) City Manager, (iv)

City Attorney, (v) City Secretary/Governance Officer, (vi) Municipal Court Presiding Judge, and (vii) Municipal Court Associate Judge.

If you have any questions regarding this matter, please do not hesitate to contact our office.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ETHICS OF THE CITY OF MIDLAND, TEXAS

WHEREAS, Ordinance No. 7253 enacted the Code of Ethics of the City of Midland, Texas, (the "Code"); and

WHEREAS, Ordinance No. 7369 amended the Code to apply to the members of the City's boards and commissions; and

WHEREAS, the City Council finds it to be in the public interest to amend the Code as provided herein to so as to incorporate applicable state law and standardize certain terms and provisions;

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

THAT the Code of Ethics of the City of Midland, Texas, is hereby amended and replaced with that of Exhibit A, which is attached hereto and incorporated herein for all purposes.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2024; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

CITY OF MIDLAND, TEXAS

CODE OF ETHICS

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Purpose

It is hereby declared to be the policy of the City of Midland, Texas (the "City"), that the proper operation of the City requires its Officers (as defined herein) to be independent, impartial, and responsible to the citizens of the City. Accordingly, the Midland City Council finds it to be in the public interest to enact this Code of Ethics.

PART A

Section 1
Definitions

1.1 "*Benefit*" means an economic gain or advantage, including gifts or services having a value of Fifty and No/100 Dollars ($50.00) or more, received by an Officer from one person or entity within a twelve (12) month period.

"*Benefit*" does not include:

(a) A contribution or expenditure made and reported in accordance with applicable law;

(b) Birthday, wedding or other gifts related to the uniqueness of an occasion;

(c) Trips taken on official business for the City;

(d) A gift or other benefit conferred on account of kinship or a personal, professional, or business relationship independent of the official status of the Officer; and

(e) Any other benefit, fee, or gift prescribed by § 36.10(a), Texas Penal Code.

1.2 "*Board*" means a board, commission or committee:

(a) Established by City Ordinance, City Resolution, City Charter, interlocal contract, or state law; or that serves as the board of a non-profit development corporation that acts as an instrumentality of the City, including the Midland Development Corporation; or

(b) Whose membership is, in whole or in part, appointed by the City Council.

"*Board*" does not include a board, commission or committee that is the governing body of a separate political subdivision of the state or formed by a separate political subdivision of the state.

1.3 "*City*" means the City of Midland, Texas.

1.4 "*Code*" means this Code of Ethics.

1.5 "*Confidential Information*" means information, whether transmitted orally or in writing, that is not a matter of public record or knowledge, the disclosure of which would be detrimental to or adversely affect the property or administration of the City. Information that is subject to the attorney-client privilege is Confidential Information under this Code.

1.6 "*Officer*" means a member of the City Council or a member of a Board who is appointed by the City Council.

1.7 "*Substantial Interest*" means a substantial interest pursuant to § 171.002, Texas Local Government Code.

Section 2
Policy

2.1 It is the official policy of the City that:

(a) An Officer shall be independent, impartial and responsible to the residents of the City;

(b) Decisions and policies shall be made using the procedures established by the City and applicable law;

(c) An Officer shall not participate in or decide any matter in which the Officer has a Substantial Interest, or engage in a business transaction that conflicts with the proper discharge of the Officer's duties;

(d) An Officer shall not use the Officer's position for personal gain; and

(e) The City Council shall be a nonpartisan body.

2.2 To implement this policy, the City Council has determined that it is in the public interest to enact this Code to serve as a: (a) guide for official conduct of Officers, and (b) basis for discipline for Officers who violate this Code.

Section 3
Standards of Conduct

Officers shall observe the following standards of conduct:

(a) An Officer shall not accept or solicit a Benefit; provided, however, that an Officer may accept, on behalf of the City, gifts or contributions made to the City.

(b) An Officer shall not use the Officer's official position to secure special privileges or exemptions.

(c) An Officer shall not grant a special consideration, treatment or advantage to a person or organization beyond that which is available to other members of the public.

(d) An Officer shall not disclose Confidential Information, nor use Confidential Information for the Officer's benefit or the benefit of another.

(e) An Officer shall not transact business on behalf of the City with an entity in which the Officer has a Substantial Interest or otherwise serves as an officer, agent, or member. If the City is transacting business with an entity in which an Officer has a Substantial Interest or otherwise serves as an officer, agent, or member, said Officer shall:

(1) Disclose such conflict to the City Manager; and

(2) Refrain from further participation in the matter, which shall include, but not be limited to, the following:

(i) Participating in a discussion of the matter with any Officer that is reasonably likely to consider the matter in that Officer's official capacity; and

(ii) Voting on the matter.

(f) If an Officer has negotiated or entered into an employment arrangement with a person or entity that has an interest in a matter before the body on which the Officer serves, the Officer shall:

(1) In the case of a Board member:

(i) Immediately disclose the nature of the negotiations or employment arrangement to the City Manager; and

(ii) Refrain from further participation in the matter, which shall include, but not be limited to, the following:

a. Participating in a discussion of the matter with any Officer that is reasonably likely to consider the matter in that Officer's official capacity; and

b. Abstain from voting on the matter.

(2) In the case of a City Council member:

(i) File an affidavit in accordance with § 171.004, Tex. Loc. Gov't Code, if applicable; and

(ii) Refrain from further participation in the matter, which shall include, but not be limited to, the following:

a. Participating in a discussion of the matter with any Officer that is reasonably likely to consider the matter in that Officer's official capacity; and

b. Abstain from voting on the matter.

(g) An Officer shall not receive a fee or compensation in exchange for the Officer's official services or vote from any source other than the City, except as may be otherwise provided by the City Charter or applicable law.

(h) An Officer shall not represent or appear on behalf of the private interests of another:

(1) Before the City Council or any Board;

(2) In any proceeding involving the City; or

(3) In litigation or a proceeding to which the City or an employee of the City is a party if the interest of the person being represented is adverse to the City or the employee of the City, and the subject of the litigation or proceeding involves either: (i) the body on which the Officer serves; or (ii) a department providing support services to the body on which the Officer serves.

(i) An Officer shall not knowingly perform an act or fail to perform an act if the performance of the act or the failure to perform the act has the effect of interfering with the execution of a City ordinance, resolution, rule or regulation, or the achievement of a City program.

(j) An Officer shall not use City supplies, equipment or facilities for any purpose other than for official City business.

(k) An Officer shall not engage in dishonesty, criminal acts, or conduct prejudicial to the governance of the City.

(l) An Officer, or a person related to the Officer within the first degree of consanguinity or affinity, shall not submit a bid or proposal to provide the City with goods or services during the Officer's term of public service. If a person, or a person's relative within the first degree of consanguinity or affinity, submits a bid or proposal to provide the City with goods or services, and said person is subsequently elected or appointed to serve as an Officer, said person shall rescind the bid or proposal, or cause the bid or proposal to be rescinded, prior to the City Council's scheduled consideration of the matter.

In addition to the above, Officers shall observe the following standards of conduct with respect to matters of procurement and contract negotiations:

(m) Officers are encouraged to participate in strategic planning sessions with City staff on an as-needed basis in preparation for future or anticipated contract negotiations with third parties. The City Manager shall ensure that City staff frequently briefs and updates City Council members on developments regarding ongoing contract negotiations with third parties.

(n) Notwithstanding Section 3(m) above, Officers shall not directly engage or participate in contract negotiations with third parties. All negotiations on behalf of the City shall be administered and managed by City staff or an authorized City representative(s) as determined by the City Manager; provided, however, that an Officer may participate in contract negotiations with third parties with the consent of a majority of the City Council members.

(o) Officers shall not participate, either directly or indirectly, in any procurement decision, bid opening, evaluation/scoring committee, or other such procurement process administered by the City. Notwithstanding the foregoing, an Officer may participate on a committee for the purpose of

evaluating and scoring submitted proposals or qualifications, as applicable, with the consent of a majority of the City Council members.

Section 4
Substantial Interest

An Officer who has a Substantial Interest in a matter pending before the body on which the Officer serves shall:

(a) Disclose the Substantial Interest to the City Manager; and

(b) Refrain from further participation in the matter, which shall include, but not be limited to, the following:

(1) Participating in a discussion of the matter with any Officer that is reasonably likely to consider the matter in that Officer's official capacity; and

(2) Voting on the matter.

Section 5
Penalty for Violation of Code

An Officer's failure to comply with this this Code shall constitute grounds for the following actions concerning a complaint filed in accordance with Section 6.1:

(a) In the case of an Officer (other than a City Council member), removal from office.

(b) In the case of a City Council member, the passing of a resolution of censure.

The matter shall be decided by a majority vote of the City Council at an open meeting. The decision of the City Council shall be final.

Section 6
Enforcement Procedure

6.1 A resident of Midland with knowledge of facts constituting a violation of this Code may file a sworn complaint with the City Secretary/Governance Officer. The complaint shall contain the name(s) of the Officer(s) alleged to have violated this Code and provide a detailed description of the facts that form the basis for the complaint. Upon filing of the complaint, the City Secretary/Governance Officer

shall provide copies of the complaint to the City Manager, City Attorney, Mayor, and all City Council members.

6.2 Within fifteen (15) business days after receipt of the complaint by the Mayor, an ad hoc committee (the "*Committee*") consisting of two (2) City Council members and one (1) citizen of the City of Midland shall be appointed by the Mayor. If the Mayor is the subject of the complaint or the complainant, the Mayor Pro Tem shall appoint the Committee members unless the Mayor Pro Tem is also disqualified, in which case the City Manager shall select the Committee members. No City Council member who is the subject of the complaint, or who is the complainant, shall serve on the Committee. If the person appointing the Committee is unable to appoint two (2) City Council members due to the members being disqualified, or if two (2) or more City Council members are the subjects of the complaint, the person may appoint two (2) or more citizens of the City of Midland to the Committee for the purpose of avoiding a quorum during the hearing prescribed in Section 6.3.

6.3 The Committee shall investigate the allegations made in the complaint. As part of its investigation, the Committee may contact persons possessing information germane to the matter and review relevant documents as it deems necessary and appropriate. Within thirty (30) days following the completion of the Committee's investigation, the Committee shall issue a written report containing its findings and deliver the same to the Mayor.

6.4 If the Mayor finds the written report to be worthy of consideration by the City Council, the Mayor may place an item to consider the written report and take action consistent with this Code on a future City Council meeting agenda. The Mayor's decision regarding whether to place such an item on a future City Council meeting agenda shall be final. If the Mayor decides to place an item to consider and take action on the written report on a future City Council meeting agenda, the Mayor shall direct the City Manager to deliver the written report to the Officer(s) who is the subject of the complaint no later than seventy-two (72) hours prior to the City Council meeting at which the item will be considered.

If the Mayor is the subject of the complaint or the complainant, the Committee shall submit the written report to the Mayor Pro Tem unless the Mayor Pro Tem is also disqualified, in which case the City Manager shall select a disinterested City Council member to consider the written report. If the Mayor Pro Tem or the disinterested City Council member, as applicable, finds the written report to be worthy of consideration by the City Council, the Mayor Pro Tem or the uninterested City Council member, as applicable, may place an item to consider the written report and take action consistent with this Code on a future City Council meeting agenda. The decision regarding whether to place such an item on a future City Council meeting agenda shall be final. If the Mayor Pro Tem or the disinterested City Council

member, as applicable, decides to place an item to consider and take action on the written report on a future City Council meeting agenda, the Mayor Pro Tem or the disinterested City Council member, as applicable, shall direct the City Manager to deliver the written report to the Officer(s) who is the subject of the complaint no later than seventy-two (72) hours prior to the City Council meeting at which the item will be considered.

6.5 Following the City Council's consideration of a written report at City Council meeting, a City Council member may make a motion to take action consistent with this Code. In the absence of a motion and second, or if the motion fails, the Committee shall deliver the written report prescribed by Section 6.3 to the City Secretary/Governance Officer and no further action shall be taken on the matter.

Section 7
Retaliation Prohibited

It shall be a violation of this Code for an Officer to directly or indirectly discriminate against, harass, threaten, harm, damage, penalize, or otherwise retaliate against a person who:

(a) Files a complaint pursuant to Section 6.1; or

(b) Assists, cooperates, or participates in a Committee investigation.

For purposes of this Section, the outcome of a complaint filed against an Officer pursuant to Section 6.1 shall be deemed irrelevant to a retaliation complaint filed against said Officer.

PART B

Form of Governance & Responsibilities

In furtherance of the public purpose served by the enactment of this Code, this Part B specifies the City's form of governance as a council-manager municipality and delineates the responsibilities of the City's Officers and appointed officials as follows:

City Council: Enact ordinances and broad policy decisions; appoint City officials charged with the administration of City business (i.e., City Manager, City Attorney, City Secretary/Governance Officer, Municipal Court Presiding Judge, and Municipal Court Associate Judge); provide support as requested by appointed officials to ensure such officials can effectively carry out their respective responsibilities and City business; appoint Officers to advisory boards and commissions; and approve the budget and tax rate for the City of Midland.

Mayor: Preside over City Council meetings; function as the official head of the City for the purposes of serving civil process and ceremonies; and, with the consent of the City Council, command officers within the Midland Police Department, govern by proclamation, and enforce all laws.

City Manager: Serve as the administrative head of the City; ensure that broad policy decisions made by the City Council are carried out; appoint City department directors; exercise supervision and control over all City departments; serve as purchasing agent for the City; and prepare the budget for the City of Midland for each fiscal year.

City Attorney: Serve as legal counsel to the City; approve the form of ordinances and resolutions prior to passage to ensure the same conform with applicable law; prepare City contracts and other legal instruments; approve the form of bonds; make purchases that are necessary for the conduct and operation of the City Attorney's Office; represent the City in the prosecution of all cases tried in the Municipal Court; file suit on behalf of the City; defend the City in all suits in state and federal court; manage litigation on behalf of the City; and prepare a budget for the City Attorney's Office for each fiscal year.

City Secretary/Governance Officer: Keep accurate minutes of the City Council meetings; preserve and keep all City books, papers, documents, records, and files in order; preserve records of all commissions and licenses issued and countersign the same; maintain custody of the City of Midland seal and affix the same to documents and obligations as authorized by the City Council; and prepare a budget for the City Secretary's Office for each fiscal year.

Municipal Court Presiding Judge: Administer and manage the operations of the Municipal Court; appoint a court administrator for the Municipal Court; and prepare a budget for the Municipal Court for each fiscal year.

Municipal Court Associate Judge: Assist the Municipal Court Presiding Judge with the administration and management of the Municipal Court operations; and perform duties and tasks as assigned by the Municipal Court Presiding Judge.

Date: June 27, 2024

To: The Honorable Mayor Blong and Council

From: Vanessa Magallanes, Chief Deputy City Secretary

Subject: Animal Control Advisory Commission Vacancies

Dear Council, included with this memo are the applications received for the vacancies on the Animal Control Advisory Commission.

Animal Control Advisory Commission:

2 – Vacancies (Jensen (Veterinarian) & Sport)

- **Erin Deake**
- **Shelly Haney**
- **Alexis Gibson**
- **Sam Harrill**
- **Betsey Brininstool**
- **Camille Bryant**
- **Amanda Herd**
- **Devyn Daley**

I have also attached the Main Board List and would like to see if you all would like to appoint someone from Council as the Council Liaison that Councilman Corrales was a part of:

Animal Control Advisory Commission

Building & Fire Code Review Committee/Construction Board of Adjustments & Appeals

Zoning Board of Adjustment & Airport Zoning Board of Adjustment

Midland-Odessa Urban Transit District Board (Regular Voting Member)

BOARDS AND COMMISSIONS OF THE CITY OF MIDLAND

July 09, 2024

AIRPORT PLANNING AND DEVELOPMENT BOARD

(Advisory)
(Membership-10; Terms - 3 Years expiring 3-3-4.)

	Appt Date	Term Expires	Eligibility Expires
Dave Joyner	10/21	Sept 30 2024	Sept 30 2027
Justin Kuethe	09/19	Sept 30 2025	Sept 30 2025
Nick McClure	09/19	Sept 30 2025	Sept 30 2025
James Linderman	04/22	Sept 30 2025	Sept 30 2028
Frank Kisner	09/22	Sept 30 2025	Sept 30 2028
Brandon Patterson	09/22	Sept 30 2025	Sept 30 2028
Gena Linebarger	09/20	Sept 30 2026	Sept 30 2026
Benjamin Fietz	09/20	Sept 30 2026	Sept 30 2026
John Echols	09/23	Sept 30 2026	Sept 30 2029
Samuel Jolliffe V	09/23	Sept 30 2026	Sept 30 2029

Justine Ruff (Liaison)
Robin Poole (Council Liaison)

Ex-Officio members are Earl Erdman and Harry Spannaus, the City Manager and the City Attorney. The Secretary is the Director of Aviation.

Eligibility Requirements: Resident of Midland County

ANIMAL CONTROL ADVISORY COMMISSION

(Advisory)
(Membership - 7; Terms - 4 Years)

	Appt Date	Term Expires	Eligibility Expires
Melissa Griffin-Hobson (daily operations)	08/23	Sept 30 2025	Does Not Expire
VACANT (Jensen (Veterinarian))	04/20	Sept 30 2024	Does Not Expire
VACANT (Sport)	04/20	Sept 30 2024	Sept 30 2028
Sharla Hotchkiss	04/20	Sept 30 2024	Sept 30 2028
Dianne Anderson (County)	11/23	Sept 30 2027	Does Not Expire
Alyson Dial	09/18	Sept 30 2026	Sept 30 2026
Beth Meeks	09/22	Sept 30 2026	Sept 30 2030

Melissa Griffin-Hobson (Staff Liaison)
Dan Corrales (Council Liaison)

Eligibility Requirements: 1 License Veterinarian, 1 Animal Shelter Employee, 1 Animal Welfare Organization Representative, 1 County or Municipal Official, 3 Citizens

BARBARA AND GEORGE H.W. BUSH CONVENTION CENTER ADVISORY BOARD

(Advisory)

(Membership-7; City Appoints 4 Seats; Terms – 3 Years - Staggered)

	Appt Date	Term Expires	Eligibility Expires
VACANT (Nelson)	09/23	Sept 30 2024	Sept 30 2027
Randall Milloy	09/23	Sept 30 2025	Sept 30 2028
Tucker Schneemann	09/23	Sept 30 2025	Sept 30 2028
Dillon Custer	09/23	Sept 30 2026	Sept 30 2029

Robin Poole (Council Liaison)

Non-voting Ex-Officio member is the City Governance Officer/City Secretary.

BUILDING AND FIRE CODE REVIEW COMMITTEE/CONSTRUCTION BOARD OF ADJUSTMENTS & APPEALS

(Decision Making)

(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
T.J. McClure (Architect)	12/18	Sept 30 2024	Sept 30 2030
Laurence Oeth (Structural Engineer)	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
Dean Kelly (Plumbing & Mechanical Contractor)	04/22	Sept 30 2028	Sept 30 2034
Kenneth Whiting (Fire Protection)	04/22	Sept 30 2028	Sept 30 2034
Jeff Pinkstaff (Liaison)	12/18	Sept 30 2024	Sept 30 2030
Dan Corrales (Council Liaison)			

Eligibility Requirements: Members shall reside within the City.

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
Brian Sales	06/18
Kerry Koehler	09/23
Gabriel McClelland (Staff Liaison)	09/23
Bill Scott	09/22
Robin Poole (Council Liaison)	

CITIZENS DEVELOPMENT AND HOTEL/MOTEL ADVISORY BOARD

(Advisory)
(Membership - 7; Terms - 2 Years Staggered)

	Appt Date	Term Expires	Eligibility Expires
Brandon Ofield	09/20	Sept 30 2024	Sept 30 2024
Ankur Bhakta	09/22	Sept 30 2024	Sept 30 2026
Cole Harrison	09/22	Sept 30 2024	Sept 30 2026
Clint Williamson	04/21*	Sept 30 2025	Sept 30 2025
Heather Bredimus	09/23	Sept 30 2025	Sept 30 2027
Shonna Garcia	03/24*	Sept 30 2025	Sept 30 2029
Charles Harrington	04/24*	Sept 30 2025	Sept 30 2029

Marcia Bentley-German (Staff Liaison)
Robin Poole (Council Liaison)
John Norman (Council Liaison)

Eligibility Requirements: Members shall be thoroughly familiar with Chapter 351, “Municipal Hotel Occupancy Taxes”, 1 Member Representative of Hotel/Motel Association.

MIDLAND CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS

(Separate Legal Entity)
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 2026

MIDLAND DEVELOPMENT CORPORATION

(Decision Making/Separate Legal Entity)
(Membership - 7; Terms -3 Years - Staggered)

	Appt Date	Term Expires	Eligibility Expires
Chase Gardaphe	01/19	Jan 14 2025	Jan 14 2025
Barry Simpson	01/19	Jan 14 2025	Jan 14 2025
Brad Bullock	04/21*	Jan 14 2026	Jan 14 2029
P Lourcey Sams	04/20*	Jan 14 2026	Jan 14 2026
Jill Pennington	04/20*	Jan 14 2026	Jan 14 2026
Zachary Deck	01/23	Jan 14 2026	Jan 14 2029
Elvie Brown	10/23*	Jan 14 2025	Jan 14 2030

Vanessa Magallanes (Staff Liaison)
Amy Stretcher-Burkes (Council Liaison)
Lori Blong – Mayor (Council Liaison)

Eligibility Requirements: No director or employee shall be related to a current City Council member.

MIDLAND DOWNTOWN PARK CONSERVANCY BOARD

(Separate Legal Entity)
(Membership - 7; City Appoints 3 Seats; Terms -3 Years - Staggered)
(Resolution of appointment is made each February and each appointment must be ratified by the Conservancy Board in March at their annual meeting)

	Appt Date	Term Expires	Eligibility Expires
Barry Beal Jr. (Traci Proctor 2/24)	08/18	Sep 30 2024	Sep 30 2024
Sharla Hotchkiss	07/20*	Sep 30 2025	Sep 30 2028
Elvie Brown	02/23	Sep 30 2026	Sep 30 2029

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

(Separate Legal Entity)
(Membership - 5; Terms - 2 Years expiring 3 even & 2 odd.)
Appointments Made by Mayor (LGC 392.031)

	Appt Date	Term Expires
Wes Gotcher	09/20	Oct 2024
Latoya Mayberry	06/21	Oct 2025
Cheryl Wadley (Resident Commissioner)	11/19	Oct 2025
Michelle Evans	10/23	Oct 2025
Neville Peyton	10/23	Oct 2025

Isaac Garnett (Staff Liaison)

Eligibility Requirements: No member may be an officer or employee of the City of Midland.

MIDLAND-ODESSA URBAN TRANSIT DISTRICT BOARD

(Decision Making/Separate Legal Entity)
(Membership – 12 with 6 appointed by Midland; Terms - 2 Years Staggered; Can serve 3 terms)

	Appt Date	Term Expires	Eligibility Expires
Don “Woody” Woodward	09/22	Sept 30 2024	Sept 30 2028
VACANT (Corrales)	09/22	Sept 30 2024	Sept 30 2028
Robert Crites	10/22	Sept 30 2024	Sept 30 2028
Joseph Sanchez	12/19*	Sept 30 2027	Sept 30 2027
Daniel Norwood	04/21*	Sept 30 2029	Sept 30 2029
Randall Milloy	10/23	Sept 30 2025	Sept 30 2027

Taha Sakrani (Staff Liaison)

MIDLAND SPACEPORT DEVELOPMENT CORPORATION

(Decision Making)
(Membership – 7 with 4 appointed by City of Midland & 3 by Midland County; 2 Year-Terms)

	Appt Date	Term Expires
Frank Kisner (City)	04/23	Sept 30 2025
Stephen Lowery (County)	02/24*	Sept 30 2025
Frank Tarzian (County)	02/24*	Sept 30 2025
Ed Anderson (County)	04/23	Sept 30 2025
John Trischitti III (City)	11/23	Sept 30 2025
Claudius Sanchez Czyzewska (City)	11/23	Sept 30 2025
David Tryson (City)	11/23	Sept 30 2025

Justine Ruff (Staff Liaison)

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
Rhett Bullock (Petroleum Eng.)	09/21	Sept 30 2024	Sept 30 2027
Cameron Willmann (Real Estate)	10/21*	Sept 30 2024	Sept 30 2027
Scott Bowden (Real Estate)	10/19	Sept 30 2025	Sept 30 2025
Ross Klabon (Petroleum Eng.)	10/19	Sept 30 2025	Sept 30 2025
Layton Hargesheimer	10/23	Sept 30 2026	Sept 30 2029

Ron Jenkins (Staff Liaison)

Eligibility Requirements: 3 Petroleum Engineers or Geologists and 2 with Property Development or Real Estate Experience.

PARKS AND RECREATION COMMISSION

(Advisory)
(Membership - 9; Terms - 3 Years expiring 3-3-3.)

	Appt Date	Term Expires	Eligibility Expires
VACANT (Howard)	02/16*	Sept 30 2024	Sept 30 2024
VACANT (Smith)	10/19	Sept 30 2025	Sept 30 2025
Amber Voithorer	09/22	Sept 30 2025	Sept 30 2028
Rachel Overman	09/22	Sept 30 2025	Sept 30 2028
Sarah Judge	09/22	Sept 30 2025	Sept 30 2028
Lynn Rogers	09/22	Sept 30 2025	Sept 30 2028
Susannah Prucka	04/20*	Sept 30 2026	Sept 30 2026
Dal Watson	09/20	Sept 30 2026	Sept 30 2026
Andra Jones	09/23	Sept 30 2026	Sept 30 2029

Laurie Williams (Staff Liaison)
John Norman (Council Liaison)

Eligibility Requirements: Resident Citizen, Taxpayer and Qualified Voter.

PERMIAN BASIN COMMUNITY CENTER FOR MH/MR (PermiaCare)

(Separate Legal Entity)
(Membership 9 - 2 (City); Terms - 2 Years)

	Appt Date	Term Expires
Derek Cook (City)	06/21	June 2025
Mickey Cargile (City)*	09/23	June 2025

PERSONNEL BOARD OF APPEALS

(Decision Making)
(Membership - 3; No designated terms. Mayor appoints.)

	Appt. Date
Scott Dufford	01/14
Hugh A. “Andy” Shaffer	09/05
Lori Blong	01/23

Mark Widman (Staff Liaison)

Eligibility Requirements: Board consists of two City Council members and one other member who is not a City employee.

PLANNING AND ZONING COMMISSION

(Decision Making)
(Membership - 7; Terms - 3 Years)

	Appt Date	Term Expires	Eligibility Expires
Adrian Carrasco	09/21	Sept 30 2024	Sept 30 2027
Emily Holeva	09/22	Sept 30 2025	Sept 30 2028
Abraham Bejil	09/22	Sept 30 2025	Sept 30 2028
Steven Villela	05/23*	Sept 30 2026	Sept 30 2029
Lucy Sisniega	09/20	Sept 30 2026	Sept 30 2026
John Burkholder	10/23	Sept 30 2026	Sept 30 2029
Brennan Berry	10/23	Sept 30 2026	Sept 30 2029
ALTERNATES:			
Joshua Sparks	10/23	Sept 30 2026	Sept 30 2029
Dara Richardson	04/24*	Sept 30 2025	Sept 30 2031

Landon Ochoa (Staff Liaison)

Eligibility Requirements: Resident citizen of City of Midland, owner of real property within the City Limits and qualified Voter.

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
Reed Claybrook	03/19*	Sept 30 2024	Sept 30 2024
James Gerety	10/22	Sept 30 2024	Sept 30 2026
Rachel Walker	10/23	Sept 30 2025	Sept 30 2027
Elizabeth Moore	10/23	Sept 30 2025	Sept 30 2027
Robert Gray	01/21*	Sept 30 2027	Sept 30 2027

ALTERNATES: (not applicable to Airport Zoning)

VACANT (Schumann)	Sept 30 2025
VACANCY	**Sept 30 2020**
VACANCY	**Sept 30 2020**
VACANCY	**Sept 30 2020**

Jeff Pinkstaff (Staff Liaison)

****Updated: June 21, 2024****

* **Indicates appointment to an unexpired term.**

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: 6/21/2024

Name: Amanda Herd

Phone: 432-818-4090 **(Home)**

Address: 6510 Hall of Fame Blvd.

(Business)

Midland TX 79706

Email: amanda.herd@plains.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 1 **years.**

Occupation: Emergency Response & Security Management Spe

Professional and/or Community Activities:

I volunteer at Midland Baptist Crisis Center, Mission Agape and Fields Edge

I attend Idle Hand's Ministry and Redeemer Church

What is your personal vision for the City?

As a lover of animals, my passion is to assist with the overpopulation of dogs and cats in Midland. I would like to be apart of this boar

My personal goal is to assist and volunteer with Fix West Texas.

Please specify any time constraints you may have.

I work a full-time position at Plains All American Pipeline. 7am- 4pm Monday thru Friday.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

I am currently serving on the Political Action Commitee for my company, Plains. I have the opportunity to meet with local U.S. repres

representative, August Lenger, this year. I will be able to share my dreams and goals for Midland.

Please tell us why you are interested in serving on this board or commission.

I want to bring my vision to life. I know Midland has the resources to assist our local community.

What contribution would you most like to make?
With a regulatory and compliance background, I am familiar on Texas state regulations and ordinances.

Additional pertinent information or references:
Karen Ward, Governmental Affairs with Plains

(2) Name of Board/Commission:
N/A

What contribution would you most like to make?
N/A

Additional pertinent information or references:
N/A

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
Amanda Rohl

Applications may be submitted online via email or print in order to send by mail:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

Print Application

MIDLAND
Feel the Energy!

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Name: Betsy Brininstool

Address: 2503 Learmont Dr.

Midland (City) TX (State) 79705 (Zip)

Date: 6/21/2024

Phone: 432-889-4265 **(Home)**

(Business)

Email: santafekylie@hotmail.com

I am [✔] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

I have lived in Midland 41 **years.**

Are you a graduate of Midland 101? [ ] **yes** [✔] **no**

Occupation: Clinical Social Worker

Professional and/or Community Activities:

I have worked for Home Hospice for 24 year and I recently began a private counseling practice. My family and I are members of St. Ann's Church, where I serve on the Parish Pastoral Council.

What is your personal vision for the City?

My vision is to make Midland somewhere that people want to live and where animals are safe and cared for.

Please specify any time constraints you may have.

I set my schedule for both of my jobs, so I should not have any time constraints.

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:

Animal Control Advisory Board

Please tell us why you are interested in serving on this board or commission.

My family has fostered dogs and cats with various local rescues for over 20 years. With fostering, I have seen firsthand the ways in which pets are not always a priority in our community.

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 6/21/2024

Name: Camille Bryant

Phone: 432.250.5056 **(Home)**

575.441.1099 **(Business)**

Address: 5509 Highland Ct.

Midland (City) Texas (State) 79707 (Zip)

Email: camillebryant121@gamil.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 15 **years.**

Occupation: Remediation Supervisor

Professional and/or Community Activities:

Professionally I strive to ensure Midland is an enviromentally safe place to reside. I've volunteered and contributed financially to several local animal shelters, as well as rescued several animals. My interest in applying for the animal control advisory board stems from my passion for the work these shelters do, and I want to provide them with better strategies and resources to be more effective.

What is your personal vision for the City?

To focus on meeting the needs of animals and pet owners, focus on fostering and rehoming of animals in order to reduce the numbe of euthanized animals. Provide assistance and support for animals in need and elevating their status in the community. Partner with local shelters and animal organization to create a system where unwanted animals are placed in loving homes..

Please specify any time constraints you may have.

I have a flexible work schedule, but typically work from 7:30 til 16:00 five days a week.

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:

Animal Control Advisory Board

Please tell us why you are interested in serving on this board or commission.

I am a citizen of Midland and an animal lover. By serving on the board I believe we can work together to reduce the number of stray animals roaming the city, reduce the number of animals being euthanized and provide all animals a chance for a healthy ,loving hom

What contribution would you most like to make?

To help Midland become a city that values all lives.

Additional pertinent information or references:

I believe all life is precious, and if given a chance, animals can enhance our lives by providing unconditional love and companionship

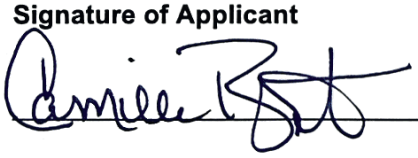
(2) Name of Board/Commission:

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:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

Submit Via Email

Print Application

What contribution would you most like to make?

I feel like I have a unique viewpoint due to our years of fostering here in our city.

Additional pertinent information or references:

Lori VanHoozer, Fix West Texas, 469-855-3649

Laura Hollifield, founder of Animal Outreach Organization, 432-528-6880

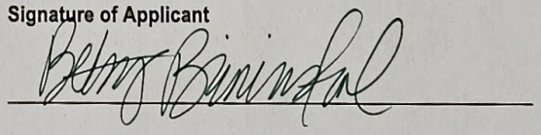
(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



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Midland, TX 79702

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 6/3/2024

Name: Sam F. Harrill

Phone: 432-559-5336 **(Home)**

Address: 712 W. Kansas Ave

_____ **(Business)**

Midland TX 79701

Email: sharrill@johnmclarkinc.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: Geophysicist

Professional and/or Community Activities:

Owner High Plains Exploration Company (Inc) 30 years in Business

Volunteered 5 years at Helping Hands of Midland

Board Member Midland Community Ensembles

What is your personal vision for the City?

Zero Kill

Please specify any time constraints you may have.

Monday Evenings

Occasional Saturdays

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:

Animal Services Advisory Commission

Please tell us why you are interested in serving on this board or commission.

Promote a Zero Kill future and Responsible Pet Ownership

What contribution would you most like to make?

See Above

Additional pertinent information or references:

Jessica Todia, DVM (432) 425-3533

Mary Hardin, Helping Hands of Midland (432) 528-6265

Carol Savage, Cat Wrangle (432) 967-0653

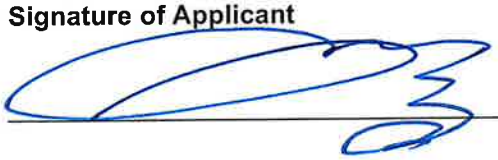
(2) Name of Board/Commission:

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



6/10/24

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City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 06/05/24

Name: Alexis Hope Gibson

Phone: 4322416526 **(Home)**

Address: 2413 Ranch Ave Midland, TX 79705 **(Business)**

Email: lexihopegibson@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 20 **years.**

Occupation: English Teacher

Professional and/or Community Activities:

I currently teach at Abell Junior High as an English teacher. In the past I have worked with Fair Havens and the Food Pantry.

I attended elementary, middle, high school, and college in Midland. Currently, I work for the school district for the 5th year.

What is your personal vision for the City?

A better place to live for everyone- humans and animals. I would like to see our city grow and thrive as a more family centered community with more parks and places to spend time with each other and less of a business park that only appeals to work.

Please specify any time constraints you may have.

I am a school teacher for MISD so I follow the work calendar for the district.

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:

Animal Control Advisory Commission

Please tell us why you are interested in serving on this board or commission.

I am an animal lover through and through. I have adopted all of my animals and I long to make sure that laws, while followed, are in the best interest of everyone involved and there are no groups falling through the cracks.

What contribution would you most like to make?

I would like to contribute to the welfare of the animals first and foremost. Having adopted several animals throughout my life here in Midland, I know what it takes to love these animals. I want to ensure the safety of the animals and the fairness of the shelter to the community members and help avoid tragic mistakes.

Additional pertinent information or references:

N/A

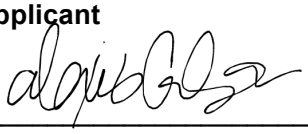
(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



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Submit Via Email

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 5/31/2024

Name: Shelly Haney

Phone: 432-741-1424 **(Home)**

Address: 5308 Railea Court

432-685-6767 **(Business)**

Midland TX 79703

Email: shaney@midland.edu

(City) (State) (Zip)

I am [✔] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] **yes** [✔] **no**

I have lived in Midland 25 **years.**

Occupation: Midland College - Executive Director of Retention, R

Professional and/or Community Activities:

Public school educator with MIdland ISD for 25 years (teacher, coach, administrator)

Graduate of Leadership Midland, 2023

Graduate of Nonprofit Executive Leadership Certification, Nonprofit Management Center, member @ Crestview Baptist Church

What is your personal vision for the City?

My vision is that Midland continue to evolve and grow with the times to meet the needs of our diverse community.

Please specify any time constraints you may have.

My workday is very flexible and I can be available most evenings and afternoons as needed.

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:

ANIMAL CONTROL ADVISORY COMMISSION BOARD

Please tell us why you are interested in serving on this board or commission.

I am an animal lover and have only owned rescued pets. I would love to work to help control the pet poplulation in Midland.

I do realize that we can't save them all, though.

I have been recently impressed with the partnerships I have seen the animal shelter have with local rescues to save animals.

What contribution would you most like to make?

I would like to continue to partner with local rescues to get adoptable animals out of the shelter and into homes!

i would like to serve Midland beyond the work I have done in the education field for 25 years.

Additional pertinent information or references:

Susannah Prucka 512-635-2803

Andra Jones 940-206-6037

Brian Stubbs 432-413-3455

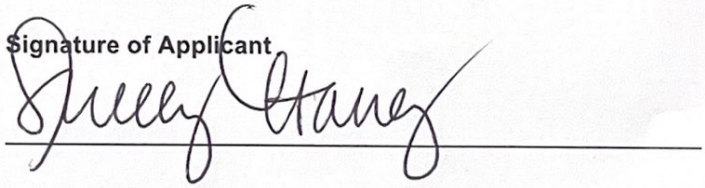
(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



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Midland, TX 79702

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 5/30/2024

Name: Erin Drake

Phone: 432.978.1470 **(Home)**

Address: 3505 Coquina LN

_____ **(Business)**

Midland TX 79707

Email: edrake8521@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 26 **years.**

Occupation: Accountant

Professional and/or Community Activities:

I am a board member of Petroleum Accountants Society of the Permian Basin. I am a member of the Uptown Midland Business and Professional Women and Women's Energy Network groups. I am the volunteer coordinator and a foster for Fix West Texas. I also volunteer with COM Aquatics as a swim parent.

What is your personal vision for the City?

I would love to see Midland become a safe haven for lost and stray animals. I would also love Midland to continue working toward having a stray-less animal population through the spay and neuter voucher program and other avenues.

Please specify any time constraints you may have.

I do not have any time contraints.

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:

Animal Control Advisory Commission

Please tell us why you are interested in serving on this board or commission.

I am interested in serving on the Animal Control Advisory Commission because I'm passionate about animals and would be honored to be part of the positive change in our city for animals and citizens with pets.

What contribution would you most like to make?

I would like to contribute ideas on ways to help the city address the stray population and the dumping epidemic we experience. I would also like to contribute to the building and maintaining of relationships with and between Midland Animal Control and local the local rescues in our area.

Additional pertinent information or references:

N/A

(2) Name of Board/Commission:

N/A

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

Glenn Drake

Applications may be submitted online via email or print in order to send by mail:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

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Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 6/18/2024

Name: Devyn Daley

Phone: 940-210-5078 (Home)

Address: 3202 Boyd Avenue

(Business)

Midland TX 79705

Email: devyndaley94@outlook.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? [X] yes [ ] no

I have lived in Midland 6 years.

Occupation: Landman

Professional and/or Community Activities:

President/Founder of Permian Paws In Need 2023- Present
Foster Coordinator of Sassys Dogs Rescue 2020- 2023
Foster for various Rescues 2019- present

What is your personal vision for the City?

Continue to cultivate a positive reputation for Midland being a family friendly city & through that encourage responsible pet ownership that shows how friendly & safe midland is.

Please specify any time constraints you may have.

N/A Flexible Schedule

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Animal Advisory Commission

Please tell us why you are interested in serving on this board or commission.

to be able to further help the animal welfare community & educate the public on responsible pet ownership

What contribution would you most like to make?

help brainstorm ways to increase adoptions, promote responsible pet ownership in the community, & improve animal welfare in the community.

Additional pertinent information or references:

Autumn Bohannan: 432-661-9660

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

Dwyn Daly

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City of Midland
City Secretary's Office
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Midland, TX 79702

Submit Via Email

Print Application