

CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL MEETING
July 23, 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 – Katie Summers, Crestview Baptist Church
2. Pledge of Allegiance

PRESENTATIONS

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

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:
 - 4a. REGULAR SESSION OF JULY 9, 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. 076-2024 – MOTION AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE A REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL AND ENGINEERING SERVICES ASSOCIATED WITH THE MULTIMODAL WILDCATTER TRAIL – CHAMPIONS, TRADEWINDS, AND DEAUVILLE PROJECT AND TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT FOR SAID SERVICES; PROVIDED, HOWEVER, THAT SAID AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY COUNCIL **(DISTRICT 4) (GENERAL SERVICES) (QUALITY OF LIFE AND PLACE)**

7. 2024-115 – RESOLUTION APPROVING THE PURCHASE OF A CART REFUSE TRUCK FROM BOND EQUIPMENT COMPANY, INC., THROUGH BUYBOARD AT A TOTAL COST OF \$425,896.00 **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**
8. 2024-116 – RESOLUTION APPROVING THE PURCHASE OF A CATERPILLAR 836 WHEEL DOZER COMPACTOR FROM WARREN POWER & MACHINERY, INC., THROUGH SOURCEWELL FOR A TOTAL COST OF \$1,579,770.00 **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**
9. 077-2024 – MOTION APPROVING THE BUDGET FOR THE MIDLAND DEVELOPMENT CORPORATION'S 2024-2025 FISCAL YEAR **(DISTRICT: NONE) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)**
10. 078-2024 – MOTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND THE UNIVERSITY OF TEXAS OF THE PERMIAN BASIN TO ADVERTISE AND PUBLICIZE THE CITY OF MIDLAND FOR THE PURPOSE OF DEVELOPING NEW AND EXPANDED BUSINESS ENTERPRISES **(DISTRICT: ALL) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)**
11. 079-2024 – MOTION APPROVING TASK ORDER NO. 1 TO THAT CERTAIN MASTER RESEARCH AND DEVELOPMENT AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND THE MITRE CORPORATION; SAID TASK ORDER SHALL BE FOR AN AMOUNT NOT TO EXCEED \$375,000.00 AND PROVIDE FOR RESEARCH AND DEVELOPMENT, SYSTEMS ENGINEERING, AND RELATED ADVISORY SERVICES NECESSARY FOR THE FURTHERANCE OF COMMERCIAL SPACE AND HIGH-SPEED FLIGHT OPERATIONS IN THE PERMIAN BASIN **(DISTRICT: NONE) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)**
12. 080-2024 – MOTION APPROVING A CONSULTING SERVICES AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND HICKMAN GROUP, LLC, IN AN AMOUNT NOT TO EXCEED \$120,000.00 FOR RETAIL RECRUITMENT SERVICES **(DISTRICT: NONE) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)**
13. 2024-117 – RESOLUTION AUTHORIZING THE ADOPTION OF THE CITY OF MIDLAND'S 2024-2025 FIFTH YEAR ACTION PLAN TO THE CONSOLIDATED PLAN FOR COMMUNITY DEVELOPMENT AND HOUSING FUNDS FOR THE CITY'S FISCAL YEARS 2020-2024; THE CONSOLIDATED PLAN HAVING BEEN APPROVED BY RESOLUTION NUMBER 2020-127; AND AUTHORIZING THE EXECUTION OF AN APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS. **(DISTRICT: ALL) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

14. 081-2024 – MOTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MIDLAND, THE CITY OF ABILENE, AND THE CITY OF SAN ANGELO REGARDING THE INITIAL DESIGN AND CONSTRUCTION OF AN INFRASTRUCTURE SYSTEM NECESSARY FOR THE PRODUCTION AND CONVEYANCE OF GROUNDWATER PURCHASED BY SAID CITIES FROM FORT STOCKTON HOLDINGS, L.P. **(DISTRICT: ALL) (UTILITIES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

SECOND READINGS

15. 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 (FIRST READING HELD JULY 09, 2024) **(DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**
16. 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 (FIRST READING HELD JULY 09, 2024) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**
17. 10545 – AN ORDINANCE AMENDING THE CODE OF ETHICS OF THE CITY OF MIDLAND, TEXAS (FIRST READING HELD JULY 09, 2024) **(LEGAL)**

PUBLIC HEARINGS

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

18. 10546 – AN ORDINANCE VACATING AND ABANDONING A 0.307-ACRE PORTION OF ALLEY RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 1, 2, 3 AND 4, BLOCK 1, REPLAT OF ALL GLEN ARDEN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST WADLEY AVENUE, APPROXIMATELY 185 FEET WEST OF RACQUET CLUB DRIVE); ADOPTING THE APPRAISAL BY THE ASSISTANT CITY MANAGER OF \$53,428.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY

SECRETARY (DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

19. 10547 – AN ORDINANCE VACATING AND ABANDONING A 5,036-SQUARE FOOT PORTION OF ALLEY RIGHT-OF-WAY LOCATED ADJACENT TO LOT 1, BLOCK 1, KINGWICK PLACE ADDITION, SECTION 2 AND TRACT B, SUBDIVISION OF BLOCK 1, WARWICK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST SCHARBAUER DRIVE, APPROXIMATELY 640 FEET WEST OF NORTH I STREET); ADOPTING THE APPRAISAL BY THE ASSISTANT CITY MANAGER OF \$22,662.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY **(DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**
20. 10548 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 2,650-SQUARE FOOT PORTION OF LOT 5A, BLOCK 1, GATEWAY PLAZA, SECTION 12, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF STARBOARD DRIVE AND LIBERTY DRIVE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF BEER AND WINE 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 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**
21. 10549 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 2,173-SQUARE FOOT PORTION OF LOT 7, BLOCK 58, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH PECOS STREET AND WEST WALL STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION **(DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE & PLACE)**
22. 10550 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 7, BLOCK 3, CORPORATE PLAZA ADDITION, SECTION 16, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER (GENERALLY LOCATED ON THE EAST SIDE OF NORTH BIG SPRING STREET, APPROXIMATELY

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

23. 10551 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 8, BLOCK 63, 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 BUNCHE STREET, APPROXIMATELY 380 FEET SOUTH OF EAST CALIFORNIA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**
24. 10552 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 9 AND 10, BLOCK 31, 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 CALHOUN STREET, APPROXIMATELY 160 FEET SOUTH OF EAST NEW YORK AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**
25. 10553 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 2,400-SQUARE FOOT PORTION OF LOT 2B, BLOCK 52, BELMONT ADDITION, SECTION 21, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST LONGVIEW AVENUE, APPROXIMATELY 290 FEET EAST OF BELMONT STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION **(DISTRICT 2) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**
26. 2024-118 – RESOLUTION APPROVING THE ISSUANCE OF AN ORDER FINDING THE SINGLE-FAMILY RESIDENCE ON THE SOUTHERN 80 FEET OF LOTS 7 THROUGH 11, AND, AND THE WESTERN 10 FEET OF THE NORTHERN 50 FEET OF LOT 12, BLOCK 115, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY

LOCATED AT 510 SOUTH LORAIN STREET, MIDLAND, TEXAS 79701) TO BE A SUBSTANDARD BUILDING AND ORDERING THE OWNER(S) OF SAID BUILDING AND LIENHOLDER(S) AND MORTGAGEE(S) HAVING AN INTEREST IN SAID BUILDING, IF ANY, TO TAKE ABATEMENT ACTION AS SPECIFIED IN THE ORDER, AND, IF SAID ABATEMENT ACTION IS NOT TAKEN, AUTHORIZING THE CITY OF MIDLAND TO TAKE ABATEMENT ACTION **(DISTRICT 4) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

27. 2024-119 – RESOLUTION APPROVING THE ISSUANCE OF AN ORDER FINDING THE SINGLE-FAMILY RESIDENCE ON LOT 22, BLOCK 39, PERMIAN ESTATES ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT 102 CANYON DRIVE, MIDLAND, TEXAS 79703) TO BE A SUBSTANDARD BUILDING AND ORDERING THE OWNER(S) OF SAID BUILDING AND LIENHOLDER(S) AND MORTGAGEE(S) HAVING AN INTEREST IN SAID BUILDING, IF ANY, TO TAKE ABATEMENT ACTION AS SPECIFIED IN THE ORDER, AND, IF SAID ABATEMENT ACTION IS NOT TAKEN, AUTHORIZING THE CITY OF MIDLAND TO TAKE ABATEMENT ACTION **(DISTRICT 4) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

MISCELLANEOUS

28. 10554 – DISCUSSION AND CONSIDERATION OF ALL MATTERS INCIDENT AND RELATED TO THE ISSUANCE AND SALE OF “CITY OF MIDLAND, TEXAS TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024,” INCLUDING THE ADOPTION OF AN ORDINANCE AUTHORIZING THE ISSUANCE OF SUCH CERTIFICATES OF OBLIGATION, ESTABLISHING PARAMETERS FOR THE SALE OF SUCH CERTIFICATES OF OBLIGATION AND DELEGATING CERTAIN MATTERS TO AN AUTHORIZED OFFICIAL OF THE CITY **(DISTRICT: NONE) (FINANCE) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**
29. 2024-120 – RESOLUTION DETERMINING A PUBLIC NECESSITY TO ACQUIRE (1) A 1.619-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (THE “PROPERTY”) IN FEE SIMPLE FOR PUBLIC USE BY EMINENT DOMAIN FOR STREET AND PUBLIC UTILITY IMPROVEMENTS AND (2) A 20-FOOT-WIDE TEMPORARY CONSTRUCTION EASEMENT ABUTTING SAID PROPERTY BY EMINENT DOMAIN FOR PURPOSES OF CONSTRUCTING SAID IMPROVEMENTS; SAID PROPERTY AND TEMPORARY CONSTRUCTION EASEMENT BEING GENERALLY LOCATED ON THE WEST SIDE OF STATE HIGHWAY 158, APPROXIMATELY ONE-QUARTER OF A MILE NORTH OF STATE HIGHWAY 191; AND AUTHORIZING THE CITY MANAGER, THE DEPUTY CITY MANAGER, OR THE ASSISTANT CITY MANAGER TO TAKE ALL STEPS NECESSARY TO ACQUIRE THE NEEDED PROPERTY RIGHTS IN COMPLIANCE WITH ALL APPLICABLE LAWS **(DISTRICT 4) (ENGINEERING SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**
30. 2024-121 – RESOLUTION AUTHORIZING THE EXECUTION OF A PENSION OBLIGATION BOND AGREEMENT WITH THE MIDLAND FIREMEN'S RELIEF AND PACKET

RETIREMENT FUND (DISTRICT: ALL) (FINANCE) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

PUBLIC COMMENT

31. 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

32. 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
July 9, 2024**



The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., July 09, 2024.

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

Council Members absent: Jack Ladd

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 – Reverend 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.

Chief of Staff Taylor Novak gave a brief overview of the organizational customer service initiative and enhancement known as SeeClickFix and ITSD Project Manager Kiara Taylor gave a brief overview of Ask Jacky, an AI virtual assistant. A demonstration was provided for both programs.

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:

4a. REGULAR SESSION OF JUNE 11, 2024
PACKET

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4b. SPECIAL SESSION OF JUNE 18, 2024

4c. REGULAR SESSION OF JUNE 25, 2024

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)**
9. 2024-112 – RESOLUTION AWARDED 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)**

Eric Davidson moved to approve consent agenda items 4 – 13, excluding items 5, 8 and 13; seconded by Robin Poole.

The motion passed by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: Ladd

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

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

Council Member Poole and Council Member Dufford pulled this item to ask City staff to engage with MISD. It may be better if MISD provides support for paying the crossing guards or work with the City to come up with a solution. A discussion on roads and safety ensued since the City is in charge of roads.

Deputy City Manager Morris Williams reported this matter is time sensitive since school will start next month.

Terry Morgan, 15 Metz Court, offered his comments about this item and would like to be a part of the conversation if needed.

This item is being deferred so that staff may reach out to MISD.

Scott Dufford moved to defer Resolution No. 2024-109; seconded by Robin Poole.

The motion passed by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: Ladd

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

Council Member Eric Davidson pulled this item from the agenda so that more information may be received before making a decision. It will be placed on the agenda for a future Council meeting.

Eric Davidson moved to defer to a future Council Meeting Resolution No. 2024-111; seconded by Scott Dufford.

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The motion passed by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: Ladd

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

Assistant City Manager Jose Ortiz gave a brief overview of the different phases of this project, timeline and funding.

City Manager Tommy Gonzalez provided information on the next steps such as getting the easement.

Mayor Blong stated her excitement for the project and provided a brief history of how it came about. Mayor Blong also thanked Intergovernmental Relations Officer Lindsay Adams and Grant Accountant Michele Hagemann for their work on this project. Mayor Blong also offered a special thank you to Michele for her work in grants.

Eric Davidson moved to approve Resolution No. 2024-114; seconded by John Norman.

The motion passed by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: Ladd

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 PACKET 4a.4 July 23, 2024

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)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10537.

John Norman moved to approve the second and final reading of Ordinance No. 10537; seconded by Robin Poole.

The motion passed by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: Ladd

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)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10538.

Amy Stretcher Burkes moved to approve the second and final reading of Ordinance No. 10538; seconded by John Norman.

The motion passed by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: Ladd

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
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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)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10539.

John Norman moved to approve the second and final reading of Ordinance No. 10539; seconded by Amy Stretcher Burkes.

The motion passed by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: Ladd

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)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10540.

Robin Poole moved to approve the second and final reading of Ordinance No. 10540; seconded by Amy Stretcher Burkes.

The motion passed by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: Ladd

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

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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)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10541.

John Norman moved to approve the second and final reading of Ordinance No. 10541; seconded by Robin Poole.

The motion passed by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: Ladd

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)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10542.

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, Blong, Dufford, Norman

NAY: None

ABSTAIN: None

ABSENT: Ladd

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)**

Oil & Gas Compliance Officer Ron Jenkins gave a brief overview of the item noting this is
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an existing pad site with the same set up as in the past. There have been no complaints.

Mayor Blong opened the public hearing at 10:55 a.m.

Chris Hamilton, with West Loop Professional Services is here to answer any questions Council may have. Council had no questions.

There being no one else wishing to speak, the public hearing was closed at 10:56 a.m.

PUBLIC HEARING ONLY, NO ACTION TAKEN.

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)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10543.

Senior Planner of Development Services Landon Ochoa gave a brief overview of the item noting the client would like to add on to his house and is proposing a special exception for a reduced side-yard setback for a corner lot. There are no letters of objection and staff recommends no action be taken. Staff recommends that if Council approves this item, they approve it with certain conditions/recommendations.

Mayor Blong opened the public hearing at 10:59 a.m.

Brooks Sitka, 2001 Seaboard Avenue, would like to expand his property. Their home was purchased in 2018 when the allowable set back was 5 feet. In July of 2019, the setback ordinance was amended to 10 feet.

There being no one else wishing to speak, the public hearing was closed at 11:01 a.m.

John Norman moved to approve the first of two readings of Ordinance No. 10543; seconded by Scott Dufford.

The motion passed by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: Ladd

22. 10544 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 16, BLOCK

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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)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10544.

Senior Planner of Development Services Landon Ochoa gave a brief overview of the item noting the client would like to reduce the setback to add on to the property. Staff recommends Council take no action, however, if approved that it will be under certain conditions/recommendations.

Mayor Blong opened the public hearing at 11:05 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. 10544; seconded by Robin Poole.

The motion passed by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: Ladd

MISCELLANEOUS

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

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10545.

City Attorney John Ohnemiller reported this is an update to the City's ethics code which hasn't been updated since 1994. It applies to the City Council and City Boards and Commissions. It will now align with state law.

Council Member Amy Stretcher Burkes inquired about the portion on censorship and agreed to an amendment to this document. This portion will not affect Boards and Commissions, only the ethics part.

Amy Stretcher Burkes moved to approve as amended, changing the censure portion to a super majority vote, the first of two readings of Ordinance No. 10545; seconded by Scott Dufford.

The motion passed by the following vote:

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

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.

Mayor Blong and City Manager Tommy Gonzalez provided an introduction and historical information of this item. Mr. Gonzalez also reviewed some of the options that could take place.

Mayor Blong highlighted that whether they decide to do a bond or a tax increase it would have to go to a vote in the community.

Public Safety and Managing Director Chuck Blumenauer provided information on the Midland Firemen's Relief and Retirement Fund (MFRRF), the current status and timeline for a potential bond.

Discussion took place on the pay as you go option, possible election dates, the actuarial report, auto-correct and possible solutions to consider.

Chandler Whiting, 6111 E. CR 105, voiced his frustrations and concerns of this item.

Blake Merrill, Andrews, Texas, voiced his frustrations and concerns of this item and would like to know if the Mayor has the Firefighters' back.

Mayor Blong noted she is the first Mayor to get this far in coming up with a possible solution to this issue and that she does have the Firefighters' back.

City Manager Tommy Gonzalez provided information on the two actuary reports.

Christopher Collier, 1301 Rattler Lane, voiced his frustrations and concerns of this item and would like to know what happens if it goes to a bond election vote and does not pass.

City Manager Tommy Gonzalez reported that if this item goes before a vote and does not pass, everyone would have to come back to the table to come up with another solution.

Mayor Blong reported she would like to provide the best possible solution up front.

Council Member Poole reported she doesn't believe a bond is the best option but that a cash infusion may be better in which Mayor Blong agreed.

City Manager Tommy Gonzalez reported that if we do \$47 million and the plan changes are made which comes out to \$39 million, this will be the better option.

Nathan Thompson, 105 N. G. Street, voiced his frustrations and concerns of this item with regard to a radio comment.

Jessie Martinez, 4113 N. CR 1140, voiced his frustrations and concerns of this item with regard to working with the pension board.

Justin Graham, 2310 Terrace Avenue, reported on his interactions with Rudd & Wisdom, the Actuarial Consulting Firm.

Mayor Blong reported that the fund board voted for Rudd & Wisdom to provide the studies for plan changes and so far it has not been done.

Lance White, 1001 E. CR 128, voiced his frustrations and concerns of this item along with a radio comment.

Greg Wells, 1600 S. CR 1133, voiced his frustrations and concerns of this item with regard to a radio comment.

Richard LeClair, 7006 E. CR 90, voiced his concerns with losing Firefighters and encouraged the Council to stay the course.

Dustin Langman, Big Spring, Texas, voiced his concerns with losing Firefighters.

To listen to this item in it's entirety, please visit the City of Midland website at www.midlandtexas.gov. The entire Council and City Management staff went in depth in their discussion of this item so that the public would know that the Council is committed to solving this issue.

NO ACTION TAKEN ON THIS ITEM.

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

THIS ITEM WILL BE REVIEWED AT A FUTURE COUNCIL MEETING. NO ACTION TAKEN.

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
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the following sections of the Texas Government Code:

Mayor Blong recessed the meeting to go into Executive Session at 1:37 p.m.

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 1:37 p.m.

PASSED AND APPROVED July 23, 2024.

Lori Blong, Mayor

ATTEST:

Marcia Bentley-German
City Governance Officer/City Secretary



City Council Meeting

Item Number: 5
Meeting Date: July 23, 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.

Handwritten signature of Mark Widmann in black ink.

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, Brittani 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

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

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

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

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

10. **Contractor's Fee:** City agrees to pay Contractor for services rendered pursuant to this Agreement the sum 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
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<u>Business Automobile Liability:</u>	\$250,000.00 combined single limit -
	Personal Injury and Property Damage

<u>Worker's Compensation:</u>	Statutory limits
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<u>Employers' Liability:</u>	\$500,000.00 per accident or occurrence
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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. **INDEMNITY: CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER**

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

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

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

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

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

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

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

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

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

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.

- 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.

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.

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.

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



300 NORTH LORAIN
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: <u>All City Management Services, Inc.</u> ADDRESS: <u>10440 Pioneer Blvd., Suite 5</u> CITY: <u>Santa Fe Springs</u> STATE: <u>California</u> ZIP <u>90670</u> PHONE NO: <u>310 202 8284</u> EMAIL: <u>demetra@thecrossingguardcompany.com</u> DELIVERY CAN BE MADE: _____ AUTHORIZED SIGNATURE: <u>[Signature]</u>

(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 Sustained Financial Stability and Accountability: Maintain financial transparency.
- 5.8 Deliver Effective and Efficient Processes: Maximize value in procurement.
- 5.9 Ensure Reliability and Safety: Maintain existing assets and develop new city asset opportunities, including parks

and other facilities, with a standard of excellence.

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

6. Strengthen and Sustain Our Infrastructure

- 6.1 Provide Reliable and Sustainable Utilities: Guarantee water supply and distribution systems security and longevity.
- 6.2 Enhance Infrastructure for Economic Growth: Improve competitiveness through infrastructure investments that includes collaboration with neighboring jurisdictions and exemplary peer agencies.
- 6.3 Streamline and Consolidate City Facilities: Create synergy for improved services.
- 6.4 Standardize Infrastructure Processes Across the City: Ensure consistency, timeliness, and accountability in infrastructure development.
- 6.5 Implement a Funding Stream for Infrastructure: Establish reliable funding for continual improvements.
- 6.6 Strategize for and Monitor City Growth: Develop proactive responses to growth rather than reactive.
- 6.7 Develop and Implement Comprehensive Road Planning and Maintenance Initiatives: Ensure safe and maintained roads for existing and new developing areas and main thoroughfares.

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 pleased to invite you to submit a proposal for Crossing Guards as specified herein. Proposals submitted in response to the specifications contained herein shall comply with the following instructions and procedures.

Request for Proposal Standard Information

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

1.2. INITIAL EVALUATION

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

1.3. DISCUSSION/NEGOTIATION

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

1.4. BEST AND FINAL OFFER

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

1.5. AWARD

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

1.6. TRADE SECRETS

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

- 1.6.1.1. trade secrets meeting the requirements of Texas Government Code Title 5, Chapter 552, Subchapter C, § 552.110; and
- 1.6.1.2. matters involving individual safety as determined by the department.

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

- 1.6.2.1. The proposal may not contain trade secret matter in the cost or price.
- 1.6.2.2. An affidavit from the offeror’s legal counsel attesting to and explaining the validity of

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

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

1.7. LATE PROPOSALS

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

1.8. PREPARING A RESPONSE

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

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

1.9. CLARIFICATION/ INTERPRETATION

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

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

OR

FAX: (432) 685-0523

Email: purchasing@midlandtexas.gov

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. OFFEROR SPECIFICALLY AGREES THAT IF OFFEROR BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS PROPOSAL, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS PROPOSAL, INCLUDING, BUT NOT LIMITED TO, ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, OFFEROR AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH OFFEROR MIGHT OTHERWISE BE ENTITLED.

- 2.2. OFFEROR AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. OFFEROR ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS PROPOSAL. OFFEROR FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND OFFEROR. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OR GOVERNMENTAL IMMUNITY AND SHALL SURVIVE THE TERMINATION OF THE CONTRACT.
- 2.3. OFFEROR IS RELYING ON ITS OWN JUDGMENT. OFFEROR HAD THE OPPORTUNITY TO DISCUSS THESE PROPOSAL DOCUMENTS WITH COMPETENT LEGAL COUNSEL PRIOR TO SUBMISSION OF THE PROPOSAL OR EXECUTION OF THE CONTRACT.
- 2.4. WAIVER:
- 2.5. BY SUBMITTING A PROPOSAL, THE OFFEROR AGREES TO WAIVE AND DOES HEREBY VOLUNTARILY AND INTENTIONALLY WAIVE, ABANDON AND RELINQUISH ANY CLAIM THE OFFEROR HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY OF MIDLAND, TEXAS, AND THE CITY'S EMPLOYEES, AGENTS AND OFFICERS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FOLLOWING:
- 2.5.1. THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY PROPOSAL;
- 2.5.2. WAIVER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE PROPOSAL DOCUMENTS OR THE CONTRACT DOCUMENTS;
- 2.5.3. ACCEPTANCE OR REJECTION OF ANY PROPOSALS; OR
- 2.5.4. AWARD OF THE CONTRACT.
- 2.6. BY SUBMITTING A PROPOSAL, THE OFFEROR ACKNOWLEDGES THAT THE OFFEROR UNDERSTANDS ALL OF THE TERMS OF THE PROPOSAL DOCUMENTS AND CONSENTS TO THE PROPOSAL PROCESS AND THE POSSIBILITY OF A NEGATIVE ASSESSMENT. BY SUBMITTING A PROPOSAL, THE OFFEROR ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE OFFEROR AND THE CITY OF MIDLAND, TEXAS. THE OFFEROR AGREES THAT THIS IS THE INTENTIONAL RELINQUISHMENT OF A PRESENTLY EXISTING KNOWN RIGHT. BY SIGNING THE PROPOSAL AND/OR BELOW, YOUR COMPANY AGREES TO THE ABOVE WAIVER(S).

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

3. SCOPE OF PROJECT

Crossing Guard Specifications

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

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 DETERMINED AS NEEDED	
57	LOCATION TO BE DETERMINED AS NEEDED	
58	LOCATION TO BE DETERMINED AS NEEDED	
59	LOCATION TO BE DETERMINED AS NEEDED	
60	LOCATION TO BE DETERMINED AS NEEDED	

4. SAFETY

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

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

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

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

sheet proposal page.

5. VENDOR QUALIFICATIONS

5.1 INFORMATION VERIFICATION

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

5.2 RIGHT TO REJECT

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

5.3 VENDOR CAPABILITIES

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

5.3.1 References

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

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

5.4.1 Vendor Stability

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

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

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

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

6. EVALUATION PROCESS

6.1 EVALUATION PROCEDURE

6.1.1 Committee Actions

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

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

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

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

7.1 EVALUATION CRITERIA

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

- 7.1.1 This Contract will be awarded to the bidder who provides goods or services at the best value for the City of Midland. In determining the best value for the City of Midland, the City of Midland will consider the following criteria:
- 7.1.2 **Manpower/ Staffing Process-** Vendor must provide a detailed response to staffing and personnel that will be providing services. This includes providing information for Crossing Guards for sixty (60) locations plus extra for no shows and supervisory staff that are qualified to fulfill and abide by specifications and who have shown experience in Crossing Guard Services **(35%)**
- 7.1.3 **Price-** Price will be evaluated for fairness and reasonable costs **(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



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.

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

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.



* 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

Issued Date

SC17218

Certificate Number

A handwritten signature in black ink, appearing to read "Ying", is positioned above the printed name and title of the NMSDC CEO and President.

Ying McGuire
NMSDC CEO and President

A handwritten signature in black ink, appearing to read "Virginia Gomez", is positioned above the printed name and title of the NMSDC President.

Virginia Gomez, President

07/01/2025

Expiration Date

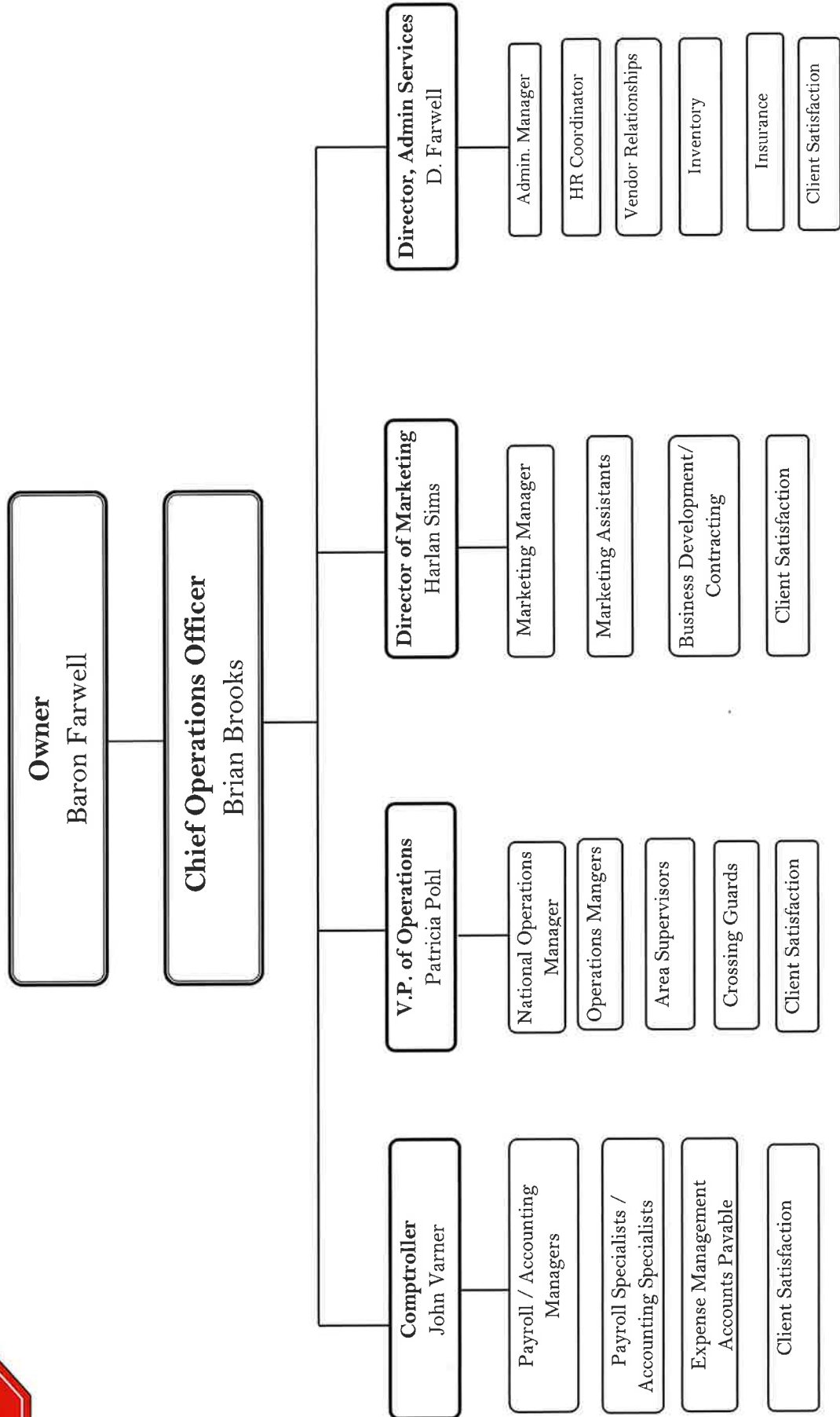
By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

[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 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 | ✓ Safety focused |
| ✓ Recruiting & Training | ✓ Coaching & Mentoring |
| ✓ Relationship Builder | ✓ 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.

Kimberly M. Brooks

SECURITAS

2015 to 2016

Crossing Guard – August 2015 to May 2016

- Conduct safe crossings for pedestrians.

VARIOUS DENTAL PRACTICES

1992 to 2013

Expanded Functions Dental Assistant – 9 years

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

Dental Assistant – 12 years

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

Education and Training

Johnson County Community College
Prerequisites for Dental Hygiene

State of Pennsylvania
Certificate of Radiology

York Vocational Technical School
Dental Assistant Technical School

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:

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

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 considerable 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 strict no call, no job policy and call outs are required 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) that 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 Criminal and Sex Offender Checks. All background checks are traced and reported using the applicants SSN and DOB, so there is no room for mistaken identities. 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 conduct 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



2024-2025 Academic Calendar

JULY

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

AUGUST

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

SEPTEMBER

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

OCTOBER

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

NOVEMBER

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

DECEMBER

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

JANUARY

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

FEBRUARY

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

MARCH

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

APRIL

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

MAY

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

JUNE

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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	1	2	3	4	5

First / Last Day of School

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

Bad Weather Days

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

Summer Learning

- 6/2-6/26: Summer School

New Teacher Academy

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

End of Six Weeks

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

Holidays

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

Professional Learning

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

Back to School PL

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

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

5.67

No school for students

July 23, 2024

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

JULY 2024						
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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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22	23	24	25	26	27	28
29	30					

OCTOBER 2024						
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NOVEMBER 2024						
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DECEMBER 2024						
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29	30	31				

JANUARY 2025						
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY 2025						
S	M	T	W	Th	F	S
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16	17	18	19	20	21	22
23	24	25	26	27	28	

MARCH 2025						
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23	24	25	26	27	28	29
30	31					

APRIL 2025						
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY 2025						
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18	19	20	21	22	23	24
25	26	27	28	29	★	31

JUNE 2025						
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15	16	17	18	19	20	21
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29	30					

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

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

5th Quarter (summer 2024)

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



Holiday (no classes)

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



All staff induction and preparation

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



First day of School

August 1



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

May 30

Recess (no classes)

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



Staff PD (no classes)

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



Parent-teacher Conferences

Oct. 15 – 16
Feb. 12 – 13
May 28 – 29



Possible make-up days

June 4 – June 6



Field Trips

7-8 – May 19 – 23



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

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

All City Management Services, Inc.

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

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

Name of Officer

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

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

☐ Yes

☒ No

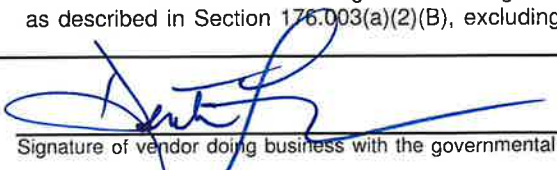
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

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

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

7 
Signature of vendor doing business with the governmental entity


Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

IMPORTANT: READ CAREFULLY BEFORE MAKING BID
GENERAL CONDITIONS OF BIDDING

1. All bids are to be submitted as specified in the procurement document(s).
2. Each Bidder is requested to provide: Descriptive literature clearly marked to show each item on this bid. Any catalog or manufacturer's reference in this proposal is descriptive, but not restrictive, and is used only to indicate type and quality. If, however, the bidder proposes similar but not identical terms, he must furnish all particulars. If no mention is made of any exceptions, it is assumed that he is bidding on the article specified and not on an approved equal and he will be required to deliver exact article specified.
3. Prices should be itemized. (Indicate unit price and extend to show total price.) In case of discrepancy between the unit price and the extension, the unit price shall govern.
4. Unit price for each item offered shall include all discounts; e.g., trade, seasonal, etc. with net 30 days payment terms. Discounts shall not be shown as such but shall be incorporated in the base bid price. Any bid showing discounts will be considered an alternate bid. The City of Midland will not be responsible for any goods delivered without a purchase order number.
5. If the Contract is awarded, it will be awarded to either the lowest responsible bidder, or to the bidder who provides goods or services at the best value for the City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code. The City of Midland reserves the right to award by item or by total bid, or to reject any or all bids or parts of bids. Further, the City of Midland reserves all rights granted by Section 271.027 of the Texas Local Government Code. The City of Midland reserves the right to award the bid to the lowest responsible bidder.
6. Time of proposed delivery shall be stated in number of calendar days.
7. NOTE: The City of Midland, Texas is exempt from all Federal, State and City tax. Please do not include these taxes in your bid price or invoice. Taxable items must be so designated, and the City will supply vendor with a Tax Exemption Certificate, properly executed.
8. All items are to be delivered, unloaded and stacked at the location indicated on the Bid Request and Purchase Order.
9. All items are to be delivered F.O.B. to the City of Midland, Texas with freight prepaid and included in the bid.
10. Detailed specifications rule over General specifications (headings, etc.)
11. The City of Midland reserves the right to remove a company from the bid list for (1) continued failure to respond to request for bids, (2) failure to deliver merchandise within promised time, or (3) delivery of substandard merchandise.
12. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any lands, materials, supplies or services except as allowed under chapter 176 of the Local Government Code. Form CIQ shall be submitted and placed on file with the City of Midland.
13. The City shall determine the most advantageous bid for the City and accept the proposal of the responsible party submitting the lowest and/or most advantageous bid or reject any and all bids.
14. The City of Midland, Texas may consider as informal any bid not prepared and submitted in accordance with the provisions hereof, and may waive, in its sole discretion, any informalities.

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

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

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

Seller and Buyer agree as follows:

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

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

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

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

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

6. INVOICES - Seller shall submit separate ORIGINAL invoices, on each purchase order. Invoices shall indicate the purchase order number. All invoices must be mailed to City of Midland, Accounts Payable, P.O. Box 1152, Midland, TX 79702-1152. Payment will be made within 30 days from the date the invoice and properly executed receiving documents are received by City of Midland, Accounts Payable at the above address. Invoices sent to any other address will delay payment.

7. GRATUITIES - The buyer may, by written notice to the seller, cancel this contract without liability to Seller, if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the seller, or any agent or representative of the Seller, to any officer or employee of the City of Midland with a view toward securing a contract or securing favorable treatment with respect to performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

8. WARRANTY - PRICE -

a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on order by others for products of the kind and specifications covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on order by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.

b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the Buyer shall have the right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY - PRODUCT - Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and description listed in the bid invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

10. **SAFETY WARRANTY** - Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by buyer will be at Seller's expense.

11. **RIGHT OF INSPECTION** - Buyer shall have the right to inspect the goods at delivery before accepting them.

12. **CANCELLATION** - Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breached any of the terms hereof including warranties of Seller if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

13. **TERMINATION** - The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 13, herein.

14. **FORCE MAJEURE** - Neither party shall be held responsible for losses, resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

15. **ASSIGNMENT - DELEGATION** - No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by the Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

16. **MODIFICATIONS** - This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

17. **INTERPRETATION - PAROL EVIDENCE** - This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, is intended by the parties as a final expression of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

18. **ADVERTISING** - Seller shall not advertise or publish without Buyer's prior consent the fact that Buyer has entered into the contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

19. **RIGHT TO ASSURANCE** - Whenever one party to the contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

20. **PROTECTION AGAINST ROYALTIES OR PATENT INFRINGEMENT** - The Seller shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with Patentee or Owner thereof. The Seller shall defend all suits or claims for infringement of any patent or copyrights and shall indemnify and save the Buyer harmless from any loss on account thereof, except that Buyer shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process is allowed to the Seller, the Seller shall indemnify and save Buyer harmless from any loss on account thereof. If the material or process specified or required by Buyer is an infringement, the Seller shall be responsible for such loss unless he promptly gives written notice to the buyer of such infringement.

21. TIME - It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and any failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

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

23. INSURANCE –

The following provisions apply unless the agreement is for the supply of goods only:

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

Commercial General Liability (including Contractual liability):

-Personal Injury:	\$1,000,000.00 per person
	\$1,000,000.00 per occurrence
-Property Damage:	\$500,000.00 per occurrence
<u>Business Automobile Liability:</u>	\$250,000.00 combined single limit -
	Personal Injury and Property Damage

<u>Worker's Compensation:</u>	Statutory limits
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<u>Employers' Liability:</u>	\$500,000.00 per accident or occurrence
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The Commercial General Liability shall be on a per project or policy aggregate, including completed operations, and shall be on an occurrence basis.

The Workers' Compensation coverage provided by Seller shall inure to the benefit of employees injured during the course and scope of their employment by Seller pursuant to this agreement.

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

All insurance required pursuant to this agreement, except for Worker's Compensation Insurance, shall name the Buyer as an additional insured on a claims occurred basis. All insurance required pursuant to this agreement, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to the Buyer.

The parties agree that, prior to the execution of the agreement, Seller shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, the following endorsement:

"The City of Midland is included as an additional insured, on a claims occurred basis, on all policies except for Worker's Compensation. The Seller and Insurer hereby waive all rights of subrogation with respect to claims against the City of Midland, its agents, employees and officers, on all policies of insurance."

Buyer shall be provided the notice by Seller's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Buyer shall not be required to provide any insurance whatsoever pursuant to this agreement.

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

24. **ASSIGNMENT** - Seller shall not, either directly or indirectly, assign all or any part of this agreement or any interest, right or privilege herein, without the prior written consent of the Buyer. The issue on whether or not to grant consent to an assignment is in the sole discretion of the Buyer.

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

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

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

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

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

29. **INDEMNITY (NOT APPLICABLE TO PURCHASE AGREEMENTS)** - SELLER WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND BUYER AND ALL OF BUYER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES,

BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF SELLER, its agents or employees, or any subcontractor, arising out of, or resulting from, Seller's use of, or activities on, the agreement premises, and Seller will be required to pay any judgment with costs which may be obtained against Buyer or any of its officers, agents or employees, including reasonable attorney's fees.

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

30. **SOVEREIGN IMMUNITY** - By executing this agreement the Buyer is not waiving its right of sovereign immunity. The Buyer is retaining its immunity from suit. The Buyer is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.**

31. **THIRD PARTY BENEFICIARY** - The Buyer's approval of this agreement does not create a third party beneficiary. There is no third party beneficiary to this agreement. No person or entity who is not a party to this agreement shall have any third party beneficiary or other rights hereunder.

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

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

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

33. **CONSIDERATION** - The terms of this agreement are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

34. **CERTIFICATION** - In accordance with the Texas Local Government Code, the City of Midland Department of Facilities and Fleet Management does hereby certify that the City of Midland is in compliance with Sections 252, 271 and all applicable sections of the Texas Local Government Code and other state law as it applies to procurement and contracting issues.

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

36. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS - Seller shall at all times during the term of this agreement comply with applicable federal, state, and local laws regarding Seller's activities pursuant to this agreement, including but not limited to all applicable sections of the Municipal Code of Midland, Texas, as may be amended, said sections being hereby incorporated by reference and made a part of this agreement for all legal purposes. Failure to abide by any such law mentioned herein constitutes grounds for the immediate termination of this agreement.

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

Fax to: (432) 685-0523
or
Email: purchasing@midlandtexas.gov

Please Check all reasons below that apply:

- ☒ 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?

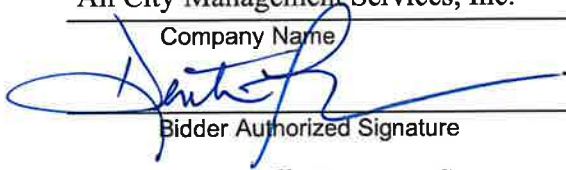
Yes

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

A handwritten signature in blue ink, appearing to read "Demetra Farwell", is written over a horizontal line.

Bidder Authorized Signature

6/17/24

Date

Demetra Farwell, Corporate Secretary

310 202 8284

Please Print Above Name

Phone



Minority owned and family operated for thirty-eight years
PROFESSIONAL SCHOOL CROSSING GUARD 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

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PACKET

5.88

July 23, 2024

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	
#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		
#2-1	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 23, 2024
To: City Council / City Manager
From: Regina Stephenson, Director
Subject: MOTION AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE A REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL AND ENGINEERING SERVICES ASSOCIATED WITH THE MULTIMODAL WILDCATTER TRAIL – CHAMPIONS, TRADEWINDS, AND DEAUVILLE PROJECT AND TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT FOR SAID SERVICES; PROVIDED, HOWEVER, THAT SAID AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY COUNCIL (DISTRICT 4) (GENERAL SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Motion approving issuance of a request for qualifications for architectural/engineering services for Multimodal Wildcatter Trail – Champions, Tradewinds, & Deauville said request for qualifications 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 requests for qualifications said project pursuant to the statutes of the State of Texas for accomplishing the work set forth in said plans and specifications

Recommended City Council Action:

Approve

Fiscal Impact:

\$661,000 is available in the Parks Bond Fund and will be appropriated to a project for stated purpose.

Strategic Priority:

(Quality of Life and Place)

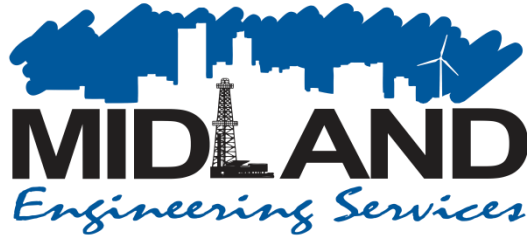
Discussion:

Staff is requesting a motion to approve the issuance of a request for qualifications for architectural/engineering services for Multimodal Wildcatter Trail – Champions, Tradewinds, & Deauville said request for qualifications 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 requests for qualifications for said project pursuant to the statutes of the State of Texas for accomplishing the work set forth in said plans and specifications. Please see the memo from Bobby Wojciechowski, Assistant Director of Engineering Services, for more information.

Therefore, please consider a motion approving the issuance of a request for qualifications for architectural/engineering services for a Multimodal Wildcatter Trail – Champions, Tradewinds, & Deauville and authorizing advertisement.



City Manager's Office



INTEROFFICE MEMORANDUM

TO: Erika Martinez, Purchasing Manager

FROM: Bobby Wojciechowski, Assistant Director of Engineering Services

SUBJECT: Motion to authorize the City Manager or the City Manager's designee to advertise a request for qualifications for engineering services and services provided in connection therewith for the Engineering Services Department and to negotiate professional services agreements with the selected firm for said services; provided, however, that said agreement shall not become effective until approved by the City Council.

DATE: July 10, 2024

COUNCIL MEETING DATE: July 23, 2024

Please carry a resolution to council to obtain approval to advertise for a PSA for engineering services.

The City of Midland, Texas (the "City"), is seeking concise letters of interest and a statement of qualifications from parties interested in performing professional services to provide design, plans, specifications and architectural/engineering services for **Wildcatter Trail - Champions, Etc. Project**.

The funding for the PSA will come from a variety of sources; however, they will be appropriate to the scope of the project.

Let me know if you have any questions.

cc: Michele Hageman
Kirby Jones
Regina Stephenson

**Request for Qualifications
for
City of Midland, Texas
#24005725**

The City of Midland, Texas (the “City”), is seeking concise letters of interest and a statement of qualifications from parties interested in performing professional services to provide design, plans, specifications and architectural/engineering services for Multimodal Wildcatter Trail – Champions, Tradewinds and Deauville Project.

SCOPE OF SERVICES:

The City of Midland is seeking professional services to conduct architectural and engineering work on this project, which as a minimum, includes the following tasks:

1. **PROGRAMMING** - Administrate discussions to determine scope.
 - A. Conduct meetings with City of Midland Engineering Services and TxDOT Representatives for design input.
 - B. Gather any existing records or documents that indicate existing conditions, these documents will need to be verified by on-site inspections of the premises. The extent of this effort shall be as in-depth and as extensive as is required and necessary to support the design effort.
2. **SCHEMATIC DESIGN** - Based on programming data, prepare one or two design options for presentation to the City.
 - A. Review City supplied data.
 - B. Work within approved preliminary budget and work schedule.
3. **CONSTRUCTION/RENOVATION DOCUMENTS PHASE** - Based on approved design documents and drawings, prepare for City approval, drawings and specifications setting forth in adequate detail the requirements for the construction/renovation of the project. Construction/Renovation documentation shall include normal architectural, plumbing, mechanical and electrical engineering drawings and specifications. Provide all services necessary to review and verify the Texas Department of Licensing and Regulation (TDLR) guidelines to ensure compliance with Texas Accessibility Standards (TAS).
4. **BIDDING PROCESS** - Assist City in obtaining competitive bids for the project in accordance with TxDOT processes, policy and approval. Assist City in distribution of contract drawings, prepare addenda (if any), assist City in reviewing bids and contract negotiations.

5. **CONSTRUCTION/RENOVATION ADMINISTRATION** - Represent City during construction/renovation phase for services on construction/renovation observation, review of submittal data and products, and contractor's pay requests, construction/renovation conferences, preparation of punch list and final out.

SELECTION CRITERIA:

The following criteria will be used to evaluate the qualifications of consultants:

1. Capability to perform the required services for the project: 30%
2. Recent experience on similar projects: 20%
3. Reputation, personal and professional integrity, and competency of firm: 15%
4. Professional background, availability, and caliber of key personnel to be assigned to this project: 15%
5. Capability to meet schedules or deadline: 10%
6. Qualifications and experience of regularly engaged outside consultants: 10%

WAIVER OF CLAIMS:

1. **BY SUBMITTING A STATEMENT OF QUALIFICATIONS, EACH SUBMITTER AGREES TO AND DOES HEREBY WAIVE ANY CLAIM THE SUBMITTER HAS OR MAY HAVE AGAINST THE CITY AND THE CITY'S EMPLOYEES, AGENTS AND OFFICERS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FOLLOWING:**
 - a. **THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY STATEMENT OF QUALIFICATIONS.**
 - b. **WAIVER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE STATEMENT OF QUALIFICATIONS OR THE CONTRACT DOCUMENTS.**
 - c. **ACCEPTANCE OR REJECTION OF ANY STATEMENT OF QUALIFICATIONS.**
 - d. **AWARD OF A CONTRACT PURSUANT TO THIS REQUEST FOR QUALIFICATIONS.**
2. By submitting a Statement of Qualifications, the submitter acknowledges that he or she understands all terms of the proposal documents and consents to the competitive selection

process and the possibility of a negative assessment. By submitting a Statement of Qualifications, the submitter acknowledges and agrees that there was and is no disparity of bargaining power between the submitter and the City.

The submitter agrees that this is the intentional relinquishment of the above listed and presently existing known rights.

WAIVER OF ATTORNEY FEES:

BY SUBMITTING A STATEMENT OF QUALIFICATIONS, THE SUBMITTER AGREES TO WAIVE AND DOES HEREBY WAIVE ANY CLAIM THE SUBMITTER HAS OR MAY HAVE AGAINST THE CITY, ITS EMPLOYEES AND REPRESENTATIVES FOR THE AWARD OF ATTORNEY FEES, ARISING OUT OF OR IN CONNECTION WITH THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY STATEMENT OF QUALIFICATIONS, WAIVER OF ANY REQUIREMENTS UNDER THIS RFQ, ACCEPTANCE OR REJECTION OF ANY STATEMENT OF QUALIFICATIONS, AND AWARD OF A CONTRACT. BY SUBMITTING A STATEMENT OF QUALIFICATIONS, THE SUBMITTER SPECIFICALLY WAIVES ANY RIGHT TO RECOVER OR BE PAID ATTORNEY FEES FROM THE CITY OR ANY OF THE CITY'S EMPLOYEES AND REPRESENTATIVES UNDER ANY OF THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE, SECTION 37.001, ET SEQ., AS AMENDED).

THE SUBMITTER AGREES THAT THIS WAIVER CONSTITUTES AN INTENTIONAL RELINQUISHMENT OF A PRESENTLY EXISTING KNOWN RIGHT.

BY SUBMITTING A STATEMENT OF QUALIFICATIONS, THE SUBMITTER HEREBY REPRESENTS AND WARRANTS TO THE CITY THAT THE SUBMITTER HAS READ AND UNDERSTANDS THE PROVISIONS AND WAIVERS CONTAINED HEREIN. THE SUBMITTER ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS WITHIN THE PROPOSAL DOCUMENTS, WHICH INCLUDE THE WAIVER PROVISIONS, AND HAS HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL REGARDING THE WAIVERS CONTAINED HEREIN.

THIS SECTION SHALL NOT BE CONSTRUED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

GOVERNMENTAL IMMUNITY:

The City is not waiving its right of governmental immunity. The City is retaining its immunity from suit. The City is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

STATEMENT OF QUALIFICATIONS (SOQ) SUBMITTAL:

1. **RESPONSE CRITERIA** Response to this RFQ will require the consultant to provide sufficient information to determine that the consultant qualifies for performing such a project, including the following:
 - a. Three (3) complete copies of the response (one bound original – 3-ring binding preferred) and one (1) electronic copy in PDF format on a CD or flash drive.
 - b. Letter of response (a maximum of five (5) single-sided pages).
 - c. Resumes of all personnel to be assigned to this project.
 - d. References (including contact names and phone numbers).
 - e. Examples of similar projects.
 - f. Any other data that makes a submitter particularly qualified to perform the work.
2. **NO BENEFIT TO OFFICIALS:** No City employee, City Council member or elected official shall be admitted to any share or part of this contract, or to any benefit that may arise there from.
3. **REJECTION OF SOQs:** The City reserves the right to reject any and all SOQs received as a result of this Request for Qualifications or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the City. The City does not intend to pay for the information solicited or obtained through any response.
4. **INCURRING COSTS:** The City shall not liable for any cost incurred by the service provider prior to issuance of a contract.
5. **INQUIRIES:** Questions regarding this RFQ must be submitted by emailing to purchasing@midlandtexas.gov. Questions and answers that change or substantially clarify the Request for Qualifications will be affirmed in writing and copies will be provided to all persons receiving an RFQ. Submitters receiving the RFQ via internet download should be certain to provide appropriate contact information utilizing the interactive form provided on the internet site. Any inquiries relating to this RFQ must be in writing with contact information and received no later than 12:00 PM local time, August 16, 2024.

Any necessary request for clarification, delineation, or explanation of a submitter's SOQ will be made in writing. If it becomes necessary to revise any part of this RFQ, an addenda will be provided to all service providers who received the RFQ prior to the response date.
6. **RESPONSE DATE:** To be considered, SOQs must arrive at the Purchasing Office no later than 4:00 pm local time on August 22, 2024. Submitters mailing SOQs should allow time for normal mail delivery to ensure timely receipt of their SOQ.

7. **TYPE OF CONTRACT:** The City uses its own professional services agreement in contracting for professional services. The characteristics of that agreement include:
 - a. An indemnification provision holding the City harmless from negligence on the part of the professional, professional's employees, agents or consultants;
 - b. A requirement that the submitter comply with all federal, state, and local requirements and is responsible for obtaining all applicable permits, licenses and reviews relating to the project;
 - c. A requirement that the submitter carry and show proof of comprehensive general liability insurance, including contractual liability, automobile liability and worker's compensation as required by law with additional insured and waiver of subrogation endorsements in favor of the City of Midland.
8. **ACCEPTANCE OF RFQ AND SOQ CONTENT:** To be considered, service providers must submit a complete response to this Request for Qualifications. The contents of this RFQ and the SOQ of the selected service provider(s) and its sub-consultants may become contractual obligations, if a contract ensues. Each of the SOQs must have original signature by an official authorized to bind the firms to its provisions. The service provider will make no other distribution of the SOQs.
9. **SOQ PREPARATION/FORMAT:** Each SOQ should be prepared providing a straightforward, concise description of the submitter's ability to meet the requirements of the RFQ. Emphasis should be on completeness and clarity of content. Failure to follow the format guidelines included herein shall be grounds for disqualification from consideration.

Submitters are required to include the following information in a SOQ: (1) letter of interest; (2) submitter's organizational chart; (3) submitter's introduction/qualifications; (4) submitter's introduction of project manager and team leads; (5) project manager's and team lead's project experience with reference contacts; (6) Submitter's introduction of sub-consultants; and (7) completed Conflict of Interest Questionnaire.

A single-sided printed page will count as one (1) page. Font shall be Arial (or other similar appropriate font) and size shall be 12-point. The margins shall be one inch (1") all around on letter-size paper. The page number shall be located in a header or footer (0.5" top or bottom).
10. **ORAL PRESENTATION:** Will be conducted at the request of the City.
11. **SUBMITTER RESPONSIBILITIES:** The selected submitter will be required to assume the responsibility for all services offered in the Statement of Qualifications, whether the submitter produces them. Furthermore, the City will consider the selected submitter to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

INFORMATION REQUIRED FROM SERVICE PROVIDER:

1. **COVER CITATION:** The following citation should be on the cover:

Submitted to:
Erika Martinez
Purchasing Manager
City of Midland
300 N. Loraine
Midland, TX 79702
Statement of Qualifications for: Wildcatter Trail RFQ
RFQ 24005725
Due: August 22, 2024 at 4:00 PM local time

2. **SUBMITTER SUBCONSULTANT PROJECT TEAM:** A submitter will provide an in-depth introduction of any sub-consultants proposed to be used.
3. Brief narratives on the project manager and the project team to describe their education, professional licenses, years of experience and expertise.
4. **CONFLICT OF INTEREST QUESTIONNAIRE:** A submitter will provide a prepared and signed copy of a CIQ Form.

SAMPLE
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and effective the __ day of __ 20____, by and between the CITY OF MIDLAND, TEXAS (“CITY”), a home-rule municipal corporation, and _____ (“COMPANY”). CITY and COMPANY are at times individually referred to as a “Party” and collectively referred to as the “Parties.”

ARTICLE I. PURPOSE

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

ARTICLE II. SERVICES TO BE PERFORMED

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

ARTICLE III. FINANCIAL CONSIDERATIONS

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

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

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

ARTICLE IV. TERM

The term of this Agreement shall be from _____ until _____, unless the Services are completed sooner or the Agreement is terminated as provided below.

ARTICLE V. TERMINATION AT WILL

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

ARTICLE VI. ASSIGNMENT

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

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

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

ARTICLE VIII. INDEPENDENT CONTRACTOR

COMPANY shall perform the Services as an independent contractor and not as an officer, agent, servant or employee of CITY. COMPANY shall have exclusive control of and the exclusive

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

ARTICLE IX. INSURANCE

During the term of this Agreement, COMPANY shall maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

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

-Property Damage: \$500,000.00 per occurrence

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

Workers’ Compensation: Statutory limits

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

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

The Business Automobile Liability policy shall cover any vehicle for bodily injury and

property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of \$250,000.00 covering any vehicle used for the execution of the Services. This policy shall name CITY as an additional insured and waive subrogation in favor of CITY.

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

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

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

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

By executing this Agreement, COMPANY certifies that the certificate of insurance provided pursuant to this Article complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law and this Agreement is the sole and exclusive responsibility of COMPANY.

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

ARTICLE X. ATTORNEY FEES

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

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

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

ARTICLE XI. GOVERNMENTAL IMMUNITY

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

ARTICLE XII. NO THIRD-PARTY BENEFICIARY

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

ARTICLE XIII. RELEASE

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

ARTICLE XIV. GENERAL PROVISIONS

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

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

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

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

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

If to COMPANY: _____

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

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

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

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

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

H. Federal Wage Requirements. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Agreement, and all terms and requirements under said statutes and regulations are made terms and conditions of this Agreement, to which the Parties have agreed to be bound.

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

for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or its legal representative shall give the City Manager, or any other reasonable official of CITY, written notice (consisting of one (1) original and seven (7) copies of such notice attached to a copy of this Agreement) of such duly-verified damages within one hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of such notice. The notice shall include when, where, and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented, the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim. COMPANY's failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after COMPANY's receipt of such notice.

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

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

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

L. Anti-Boycott Statutes. To the extent that Tex. Gov't Code §§ 2271.002, 2274.002 and 2276.002 apply to this Agreement, COMPANY hereby verifies:

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

this Agreement;

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

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

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

N. Public Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY agrees as follows in accordance with Tex. Gov't Code § 552.372(b): The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

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

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

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

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

Morris Williams Jr., Interim City Manager

ATTEST:

Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED AS TO FORM ONLY:

John Ohnemiller, City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of _____, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the __ day of _____, 20____.

Notary Public, State of Texas

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

Compliance with LOCAL GOVERNMENT CODE TITLE 5. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES SUBTITLE C. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES OF MORE THAN ONE TYPE OF LOCAL GOVERNMENT CHAPTER 176. DISCLOSURE OF CERTAIN RELATIONSHIPS WITH LOCAL GOVERNMENT OFFICERS; PROVIDING PUBLIC ACCESS TO CERTAIN INFORMATION.

Form CIQ: This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire shall be filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

Bidders are responsible for filing Conflict of Interest form "CIQ" in accordance with the above referenced statute. Failure to do so is a class C Misdemeanor. Contracts or Purchase Orders awarded to a vendor that has violated this law is subject to termination at such time that the violation is discovered with no recourse to the City of Midland. The bidder will be subsequently removed from the bidders list for a minimum of one year.

When there is no known conflict of interest as defined by the statute, it is not necessary to file/submit the Form CIQ. The form must be submitted if a conflict is subsequently discovered.

By submitting a response to this request, vendor represents that it complies with the requirements of Chapter 176 of the Texas Local Government Code.

For a current list of the local government officers go to: <http://www.midlandtexas.gov/>

Upon completion of the form, sign and submit with bid or mail to:

City of Midland
Attn: City Secretary
PO Box 1152
Midland, Texas 79702

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

~~PACKET~~ ~~6/22~~ _____
Signed by vendor doing business with the governmental entity

Date July 23, 2024

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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



A Message for Our Vendors

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

Vision Statement

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

Mission Statement

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

Guiding Principles: I-FORCE

Integrity
Financial Stewardship
Outstanding Service
Respect
Collaboration
Excellence

City Council Key Focus Areas

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

Core Values

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

Vendor & Contractor Communication

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

Strategic Plan

1. Strong Economy with More Quality Jobs

- 1.1 Increase the Midland Sales Tax Base: Develop strategies to expand the tax base by attracting businesses and supporting local commerce.
- 1.2 Enhance Visitor Revenue Opportunities: Boost tourism through marketing and infrastructure improvements.
- 1.3 Continue Downtown and West Midland Redevelopment: Promote revitalization efforts for a vibrant downtown.
- 1.4 Nurture Development Districts: Establish key action plans honed to enhance Development Districts.
- 1.5 Grow the Core Business of Air Transportation: Develop and transform the Midland airport system.
- 1.6 Diversify Midland's Economy: Support initiatives that diversify the local economy and enhance resilience.
- 1.7 Expand Opportunities and Programming for General and Small Business: Foster the growth, retention, and expansion of local small businesses as well as business in general.
- 1.8 Improve Speed to Market for Citizens, Builders, Developers, and Contractors: Reduce wait times for permit review/approval and inspection process of permitted work.
- 1.9 Establish Our Community as a Premier Destination for Retail and Entertainment: Offer unique and compelling experiences that draw visitors, ultimately driving economic growth and community vibrancy, while increasing tourism and business development.

2. Set the Standard for a safe and secure City

- 2.1 Enhance public safety programs.
- 2.2 Improve Pedestrian and Motorist Safety: Invest in traffic management and infrastructure.
- 2.3 Implement Effective Code Enforcement Strategies: Address nuisances to improve overall health and safety.
- 2.4 Revitalize Neighborhoods: Utilize best practices to support the redevelopment of neighborhoods.
- 2.5 Enhance Animal Services: Ensure the welfare of pets and wildlife in the city.
- 2.6 Grow and Retain Public Safety Resources: Expand law enforcement presence as well as fire reduction and prevention programs while reducing attrition.

3. Quality of Life and Place

- 3.1 Enhance Community Engagement: Champion innovative recreational, educational, and cultural programs that enrich residents' lives in partnership with the business community.
- 3.2 Foster Relationships with Foundations and Outside Businesses: Collaborate to create world-class facilities and amenities.
- 3.3 Create an Attractive and Inclusive Living Environment: Develop and enhance live, work, and play opportunities for our citizens.
- 3.4 Establish Beautification Programs: Implement initiatives to make the community clean and bright.
- 3.5 Nurture and Promote a Healthy Community: Increase healthy community living and education opportunities for citizens of all ages.
- 3.6 Build the Best Parks System in Our Region: Offer diverse, accessible, and enjoyable green spaces, tournament-ready ball fields, safe playgrounds, and unique recreational opportunities that enhance the quality of life/quality of place for our community.

4. Transparent and Consistent Communication

- 4.1 Set a Climate of Respect, Collaboration, and Team Spirit: Cultivate a culture of openness and respect.
- 4.2 Enhance Communication Efficiency and Effectiveness: Leverage and expand the use of technology to facilitate the exchange of information.
- 4.3 Elevate Internal Communication and Employee Engagement: Strengthen information flow and collaboration among city staff.
- 4.4 Advance Two-Way Communication of Key Messages: Engage effectively with external stakeholders; foster community engagement.
- 4.5 Strengthen Messaging Opportunities Through Various Media Outlets: Communicate the city's achievements and initiatives.

5. Provide Sound Governance and Fiscal Management

- 5.1 Recruit and Retain a Skilled and Diverse Workforce: Invest in talent and diversity; grow our local pipeline of skilled employees.
- 5.2 Enhance Citizen Experience: Improve employee working conditions to better serve citizens.
- 5.3 Hone Public Servant Proficiency: Cultivate a culture of professional growth, skilled mastery, and information exchange.
- 5.4 Implement Cutting-Edge Practices: Harness automation and Artificial Intelligence technology for efficient resource utilization.
- 5.5 Promote a Well-Balanced Customer Service Philosophy: Consistently deliver excellent service to residents.
- 5.6 Deliver Services Timely and Efficiently: Prioritize continuous improvement.
- 5.7 Ensure Sustained Financial Stability and Accountability: Maintain financial transparency.
- 5.8 Deliver Effective and Efficient Processes: Maximize value in procurement.
- 5.9 Ensure Reliability and Safety: Maintain existing assets and develop new city asset opportunities, including parks

and other facilities, with a standard of excellence.

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

6. Strengthen and Sustain Our Infrastructure

- 6.1 Provide Reliable and Sustainable Utilities: Guarantee water supply and distribution systems security and longevity.
- 6.2 Enhance Infrastructure for Economic Growth: Improve competitiveness through infrastructure investments that includes collaboration with neighboring jurisdictions and exemplary peer agencies.
- 6.3 Streamline and Consolidate City Facilities: Create synergy for improved services.
- 6.4 Standardize Infrastructure Processes Across the City: Ensure consistency, timeliness, and accountability in infrastructure development.
- 6.5 Implement a Funding Stream for Infrastructure: Establish reliable funding for continual improvements.
- 6.6 Strategize for and Monitor City Growth: Develop proactive responses to growth rather than reactive.
- 6.7 Develop and Implement Comprehensive Road Planning and Maintenance Initiatives: Ensure safe and maintained roads for existing and new developing areas and main thoroughfares.



City Council Meeting

Item Number: 7
Meeting Date: July 23, 2024
To: City Council / City Manager
From: Regina Stephenson, Director
Subject: RESOLUTION APPROVING THE PURCHASE OF A CART REFUSE TRUCK FROM BOND EQUIPMENT COMPANY, INC., THROUGH BUYBOARD AT A TOTAL COST OF \$425,896.00 (DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Resolution approving the purchase of one (1) Cart Refuse Truck from Bond Equipment Company, Inc. through Buyboard Contract 723-23 for a cost of \$425,896.00 for the Solid Waste Department.

Recommended City Council Action:

Approve

Fiscal Impact:

\$425,896 is available in the Solid Waste unappropriated fund balance and will be appropriated.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

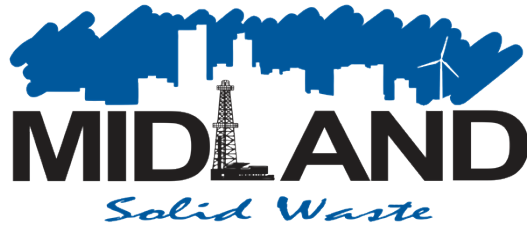
Staff is requesting the purchase of one (1) Cart Refuse Truck from Bond Equipment Company, Inc. through Buyboard Contract 723-23 for a cost of \$425,896.00. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate 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 truck will be new to the fleet. Please see attached memo from Jeffery Ahrlett, Director of Solid Waste, for additional information.

Therefore, please consider approval of a resolution authorizing the purchase of one (1) Cart Refuse Truck from Bond Equipment Company, Inc. of Dallas, Texas through Buyboard contract 723-23 for a cost of \$425,896.00.



City Manager's Office



INTEROFFICE MEMORANDUM

TO: Regina Stephenson, General Services Director
FROM: Jeffery Ahrlett, Director of Solid Waste
SUBJECT: New Automated Cart Truck Purchase
DATE: July 12, 2024

Solid Waste is seeking city council approval for the purchase of a new automated cart truck in the amount of \$425,896 to Bond Equipment Company Inc. through Buyboard purchasing cooperative.

The City of Midland Solid Waste Division is needing to purchase a new automated cart truck. Solid Waste is currently renting a cart truck at a cost of \$11,700 per month. Solid Waste was able to locate a vendor with a new truck available now and can deliver 10 days after purchase. To save money we feel it would be better to purchase this piece of equipment instead of continuing the rentals. We have trucks in production now, but delivery is not anticipated until the 1st or 2nd quarter of 2025 at the earliest. Solid Waste is requesting to buy this truck now so we can avoid wasting money on rentals. This is a vital piece of equipment and is necessary for Solid Waste to have the proper equipment to provide quality service to its customers.

Solid Waste is seeking the approval in the amount of \$425,896 to Bond Equipment Company Inc. for the purchase of a new Automated Cart truck.

RESOLUTION NO. _____

**RESOLUTION APPROVING THE PURCHASE OF A
CART REFUSE TRUCK FROM BOND EQUIPMENT
COMPANY, INC., THROUGH BUYBOARD AT A TOTAL
COST OF \$425,896.00**

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

WHEREAS, Bond Equipment Company, Inc., has submitted a total proposed cost to the City of \$425,896.00 for the purchase of a Cart Refuse Truck through Buyboard, as shown on the quote attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the Council finds the price proposed by Bond Equipment Company, Inc., for the purchase of a Cart Refuse Truck to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase two a Cart Refuse Truck from Bond Equipment Company, Inc., through Buyboard;

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

SECTION ONE. That the City Manager is hereby authorized and directed to purchase a Cart Refuse Truck from Bond Equipment Company, Inc., through Buyboard at a total cost of \$425,896.00.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Bond Equipment Company, Inc., for said Cart Refuse Truck from funds available in the Solid Waste unappropriated fund balance 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”:

ATTEST:

Lori Merritt Blong, Mayor

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

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

PRODUCT PURCHASING BASED ON CONTRACT

Customer	City of Midland			5/30/2024
Product Description	RH Drive	Battle Motors	LET2 6X4	Diesel
	Ship to	Heil		
A. Base Price in Bid/Proposal Number	723-23			\$189,356.00
B. Published Options *itemize each item below)				
Block Heater	384	Battery box 3 950 CCA	310	
Remote coolant recovery and fill	489	RH Sentry Seat	369	
HMX 460	3342	Adjustable seat shock	168	
D46-170	1350	LH C2 Seat	149	
80 Gallon fuel tank	291	Double Frame	1594	
Tow pins	143			
RH Drive	1704			
Air horn	798			
Heated Mirrors	116			
Spot Mirrors	86			
Interaxle controls/buzzer	34	28 yad Heil Python	205109	
Batt-Disconnect to switch	185	Freight from Heil	3671	
Subtotal column 1	8922	Subtotal column 2	211370	
Published Options added to Base Price (Subtotal of Column1 Column 2)				\$220,292
C. Subtotal of A+ B				\$409,648
D. Unpublished Options (Itemize each item below. Not to exceed + 25% of Unpublished)				
Lh Def tank mount	244	Surcharge	975	
White wheels front	365	Payment after delivery	8000	
		Price adj 24-6	6264	
Total Column 1	609	Total Column 2	15239	
Unpublished Options added to Base Price (subtotal of Column 1 + 2)				15848
E. Contract Price Adjustment (if any explain)				
F. Total of C +D + E(Not including Buyboard Fee)				\$425,496
G. Quantity Ordered (Units x F)	1 # of Units			425,496
H. Buyboard Fee		400		400
I. Non-Equipment Charges & Credits (ie Ext. Warranty, Trade In, Cost of Factory Trips etc.)		*Cummins Ext Warranty		0
		*Truck Inspection		0
Subtotal non equipment changes				
J. TOTAL PURCHASE PRICE INCLUDING (G +H +I)				425,896
Bond Equipment Company Inc.		Andy Bond		
PACKET		7.6		
		July 23, 2024		

2946 Irving Blvd
Dallas, TX 75247

214-637-0760

***Cummins Extended warranty per truck \$2620**

***Truck inspection per person \$1500**

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

PRODUCT PURCHASING BASED ON CONTRACT

Customer	City of Midland			5/30/2024
Product Description	RH Drive	Battle Motors	LET2 6X4	Diesel
	Ship to	Heil		
A. Base Price in Bid/Proposal Number	723-23			\$189,356.00
B. Published Options *itemize each item below)				
Block Heater	384	Battery box 3 950 CCA	310	
Remote coolant recovery and fill	489	RH Sentry Seat	369	
HMX 460	3342	Adjustable seat shock	168	
D46-170	1350	LH C2 Seat	149	
80 Gallon fuel tank	291	Double Frame	1594	
Tow pins	143			
RH Drive	1704			
Air horn	798			
Heated Mirrors	116			
Spot Mirrors	86			
Interaxle controls/buzzer	34	28 yad Heil Python	205109	
Batt-Disconnect to switch	185	Freight from Heil	3671	
Subtotal column 1	8922	Subtotal column 2	211370	
Published Options added to Base Price (Subtotal of Column 1 Column 2)				\$220,292
C. Subtotal of A+ B				\$409,648
D. Unpublished Options (Itemize each item below. Not to exceed + 25% of Unpublished)				
Lh Def tank mount	244	Surcharge	975	
White wheels front	365	Payment after delivery	8000	
		Price adj 24-6	6264	
Total Column 1	609	Total Column 2	15239	
Unpublished Options added to Base Price (subtotal of Column 1 + 2)				15848
E. Contract Price Adjustment (if any explain)				
F. Total of C +D + E(Not including Buyboard Fee)				\$425,496
G. Quantity Ordered (Units x F)	1 # of Units			425,496
H. Buyboard Fee		400		400
I. Non-Equipment Charges & Credits (ie Ext. Warranty, Trade In, Cost of Factory Trips etc.)		*Cummins Ext Warranty		0
		*Truck Inspection		0
Subtotal non equipment changes				
J. TOTAL PURCHASE PRICE INCLUDING (G +H +I)				425,896

Bond Equipment Company Inc.

Andy Bond

PACKET

Exhibit A

July 23, 2024

2946 Irving Blvd
Dallas, TX 75247

214-637-0760

***Cummins Extended warranty per truck \$2620**

***Truck inspection per person \$1500**



City Council Meeting

Item Number: 8
Meeting Date: July 23, 2024
To: City Council / City Manager
From: Regina Stephenson, Director
Subject: RESOLUTION APPROVING THE PURCHASE OF A CATERPILLAR 836 WHEEL DOZER COMPACTOR FROM WARREN POWER & MACHINERY, INC., THROUGH SOURCEWELL FOR A TOTAL COST OF \$1,579,770.00 (DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Resolution authorizing the purchase of one (1) new Caterpillar Model 836 Wheel Dozer (Compactor) to be operated at the Landfill from Warren Power & Machinery, Inc. dba Warren Cat through Sourcewell contract 106268 for a total cost of \$1,579,770.00 for the General Services Department.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Garage Fund unappropriated fund balance and will be appropriated for this purpose.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

Staff is requesting the purchase of one (1) new Caterpillar Model 836 Wheel Dozer (Compactor) to be operated at the Landfill from Warren Power & Machinery, Inc. dba Warren Cat through Sourcewell contract 106268 for a total cost of \$1,579,770.00. 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 compactor will be a replacement to the fleet due to a fire that destroyed Unit 7917 on June 21, 2024. Unit 7917 was a 2007 Compactor which had the engine replaced in 2017 to extend the useful life of the equipment. Typically, the useful life span of this type of equipment is 15 years or 10,000 hours. Unit 7917 had 10,180 hours, was 17 years old and had reached the end of its useful life. Please see the attached memo from Martin Navarette, Landfill Division Manager, for additional information.

Therefore, please consider approval of a resolution authorizing the purchase of one (1) Caterpillar Model 836 Wheel Dozer (Compactor) from Warren Power & Machinery, Inc. dba Warren Cat of Odessa, Texas through Sourcewell contract 106268 for a cost of \$1,579,770.00.



City Manager's Office



Date: 7-09-2024

To: General Services Director, Regina Stephenson

Cc: Garage Superintendent, Eloy Salinas
Solid Waste Director, Jeffery Ahrlett

From: Landfill Division Manager, Martin Navarrete

Subject: Existing damages to current compactor, justification for replacement

On June 21, 2024 CAT compactor unit 7917 was operating at the working face at the City of Midland Landfill. Near the ending of the working day between 5-5:30pm the equipment operator noticed heavy smoke coming from the engine compartment area. Shortly afterwards the entire engine bay and cab were engulfed in flames after the operator safely exited the unit. Landfill staff attempted to extinguish the fire but the fire was too severe thus the local fire department was contacted to assist in extinguishing the fire. Once the fire was completely extinguished and when conditions were deemed safe the unit was inspected by Landfill and Garage personnel. The unit sustained heavy fire damage to the engine/compartment area, electrical system and entire cab structure. It was determined that the machine is too far damaged to be rebuilt or reconstructed for any beneficial purpose. The extreme heat may have also compromised the structural integrity of cab ROPS (roll over protection structure).

The Landfill Division is requesting a new compactor to replace this unit. The compactor is an important piece of machinery that is used in the safe disposal of solid waste material. This machine is used to push, spread, compact and cover waste in accordance with state regulations and procedures. Among the fleet of heavy equipment present at the landfill the compactor is paramount, a new replacement compactor will ensure landfill operations continue in a safe and efficient manner.

RESOLUTION NO. _____

**RESOLUTION APPROVING THE PURCHASE OF A
CATERPILLAR 836 WHEEL DOZER COMPACTOR
FROM WARREN POWER & MACHINERY, INC.,
THROUGH SOURCEWELL FOR A TOTAL COST OF
\$1,579,770.00**

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

WHEREAS, Warren Power & Machinery, Inc., has submitted a total proposed cost to the City of \$1,579,770.00 for the purchase of a Caterpillar 836 Wheel Dozer Compactor, through Sourcewell, as shown on the quote attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the City Council finds the price proposed by Warren Power & Machinery, Inc., for a Caterpillar 836 Wheel Dozer Compactor to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to approve the purchase of a Caterpillar 836 Wheel Dozer Compactor from Warren Power & Machinery, Inc., through Sourcewell;

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

SECTION ONE. That the City Manager is hereby authorized and directed to purchase a Caterpillar 836 Wheel Dozer Compactor from Warren Power & Machinery, Inc., through Sourcewell for a total cost of \$1,579,770.00.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Warren Power & Machinery, Inc., for said Caterpillar 836 Wheel Dozer Compactor from funds available in the Garage Fund unappropriated fund balance 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



Quote 298394-01

Jul 03, 2024

CITY OF MIDLAND
FLEET SERVICES DIVISION
MIDLAND
Texas
79702-1152

Attention: MARTIN NAVARRETE

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Model: 836 Wheel Dozers with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER:	SERIAL NUMBER:	YEAR:	SMU:
---------------	----------------	-------	------

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jonathan King
Machine Sales Representative

One (1) New Caterpillar Model: 836 Wheel Dozers with all standard equipment in addition to the additional specifications listed below:

STANDARD EQUIPMENT

POWERTRAIN -Advanced Productivity Electronic Control -Shifting (APECS) -Axles, CAT Locker (front and rear) -Air to air aftercooler -Brakes, full hyd., enclosed, wet -multiple disc service brakes -Electro hydraulic parking brake -Electronic Clutch Pressure Control (ECPC) & remote mounted pressure taps -Engine, Cat C18 -Engine Air Intake Filter, Radial Style -Fuel priming pump (electric) -Fuel to air cooler -Ground level engine shutoff -Heat shield, turbo and exhaust manifold -Hydraulically driven demand fan -Integrated braking -Radiator, Aluminium Modular (AMR) -Separated cooling system -Starting aid (ether) automatic -Throttle lock -Torque converter w/ Lock Up Clutch (LUC) -Transmission, planetary, with 2F/2R -speed range control -Underhood ventilation system -

ELECTRICAL -Alarm, back-up -Alternator, 150-amp -Batteries, maintenance-free, 4-1000 CCA -Electrical system, 24V -Ground level lockable master disconnect -switch -Light, warning unswitched (LED strobe) -Lights, front & rear, access stairway, -underhood -Starter, electric (heavy duty) -Starter lockout (ground level) -Starting receptacle for emergency start -Transmission lockout (ground level) -

OPERATOR ENVIRONMENT -Air conditioner with roof mounted -condenser -Cab, sound-suppressed pressurized, -internal four-post rollover protective -structure (ROPS/FOPS), radio ready for -entertainment includes antenna, -speakers, converter (12-volt 10/15-amp) -and power port -Camera, rear vision -Coat and hard hat hooks -Cab glass, laminated and tinted, -rubber mounted -Cab pre-cleaner, powered -Electro-hydraulic controls -(floor mounted) -Finger tip shifting controls -Flip-up armrest -Heater and defroster -Horn, trumpet -Implement hydraulic lockout -Light, dome (cab) -Lunchbox and beverage holders -Instrumentation, gauges: --Engine coolant temperature --Fuel level --Hydraulic oil temperature --Speedometer/Tachometer --Torque converter temperature -Instrumentation, warning indicators: --Action alert system, three category --Parking brake status --Brake oil pressure --Electrical system, low voltage --Engine failure malfunction alert and -action lamp -Mirrors, heated, rearview (externally -mounted) -Radio, CB (ready) -Premium plus seat containing forced -air heating and cooling, 2-way thigh -adjustment, power lumbar and back -bolster adjustment, ride stiffness -adjustment, dynamic end dampening, -and leather finish -Seat belt, retractable, 76mm (3"), -2-point, minder -Slope Indicate -STIC control system with steering lock -Sun visor (front) -Transmission gear (indicator) -Product Link Elite: --VIMS --Graphical information display --External data port --Customizable operator profiles -Wet-arm wipers/washers (front and rear), -intermittent wipers (front and rear) -

TECHNOLOGY PRODUCTS -RADIOS -Authorization varies by country, please -contact your Cat marketing -representative with questions or click -on the link below: -<https://dealer.cat.com/en/products/-technology.html> -PRODUCT LINK -Authorization varies by country, please -contact your Cat marketing -representative with questions or click -on the link below: -<https://dealer.cat.com/pl/certification> -

GUARDS -Guards, axle (front and rear) -Guard, cab window -Guards, crankcase and powertrain, -hydraulically powered -Guards, differential (front and rear) -Guard, driveshaft -Guard, rear fan and grill -

BLADES -Bulldozer arrangement (no blade) -

OTHER STANDARD EQUIPMENT -Auto Blade Positioner (ABP) -Demand fan/swing out (hyd. reversible) -Doors, service access (locking) -DEF Injector coolant tank -Ecology drains for engine, radiator, -transmission, hydraulic tank -Emergency platform egress -Engine, crankcase, 500 hour interval -with CJ-4 oil -Fuel tank, 793 L (210 gal) -Hitch, drawbar with pin -Hoses, Cat XT(TM) -Hydraulic, engine, and transmission oil -coolers -Hydraulic, steering and brake -filtration/screening system -Oil sampling valves -Oil change system, high speed -Steering, load sensing -Vandalism protection caplocks -Venturi stack -

MACHINE SPECIFICATIONS

836 11A LANDFILL COMPACTOR	614-6259
LANE 3 ORDER	0P-9003
WEATHER AR, STANDARD	622-0193
PRECLEANER, DUAL	552-4210
HYDRAULIC, STANDARD	622-6117
LIGHTS, LED	622-3107
PRODUCT LINK, CELLULAR PLE743	619-2744
MAPPING, GNSS SBAS	619-2741
FUEL TANK, NON-FAST FILL	519-9940
WHEELS, PLUS TIPS	377-3057
GUARD ACTUATION, STANDARD (2V)	636-4085
STAIRWAY, SWINGOUT (LH + RH)	617-9512
STRIKER BARS	508-0042
COOLANT, STANDARD	639-6167
FILMS, ANSI	597-9753
BLADE, STRAIGHT	314-7311
PREMIUM CORP RADIO (12V)	452-1394
SOUND SUPPRESSION	592-7836
FILM, AM-NORTH	504-1365
PACK, DOMESTIC TRUCK	0P-0436

SELL PRICE	\$1,579,770.00
EXT WARRANTY	Included
NET BALANCE DUE	\$1,579,770.00
AFTER TAX BALANCE	\$1,579,770.00

WARRANTY

Standard Warranty:	Standard 12 Month Unlimited Hour Full Machine Coverage
Extended Coverage:	836-60 MO/10000 HR POWERTRAIN + HYDRAULICS + TECH

F.O.B/TERMS:
Odessa

PAYMENT TERMS: Net 30 Days after Machine Delivery & Receipt of Invoice

Net 30 Day Terms	QUOTE SELL PRICE
\$1,579,770.00	\$1,579,770.00



Quote 298394-01

Jul 03, 2024

CITY OF MIDLAND
FLEET SERVICES DIVISION
MIDLAND
Texas
79702-1152

Attention: MARTIN NAVARRETE

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BLADES -Bulldozer arrangement (no blade) -

OTHER STANDARD EQUIPMENT -Auto Blade Positioner (ABP) -Demand fan/swing out (hyd. reversible) -Doors, service access (locking) -DEF Injector coolant tank -Ecology drains for engine, radiator, -transmission, hydraulic tank -Emergency platform egress -Engine, crankcase, 500 hour interval -with CJ-4 oil -Fuel tank, 793 L (210 gal) -Hitch, drawbar with pin -Hoses, Cat XT(TM) -Hydraulic, engine, and transmission oil -coolers -Hydraulic, steering and brake -filtration/screening system -Oil sampling valves -Oil change system, high speed -Steering, load sensing -Vandalism protection caplocks -Venturi stack -

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HYDRAULIC, STANDARD	622-6117
LIGHTS, LED	622-3107
PRODUCT LINK, CELLULAR PLE743	619-2744
MAPPING, GNSS SBAS	619-2741
FUEL TANK, NON-FAST FILL	519-9940
WHEELS, PLUS TIPS	377-3057
GUARD ACTUATION, STANDARD (2V)	636-4085
STAIRWAY, SWINGOUT (LH + RH)	617-9512
STRIKER BARS	508-0042
COOLANT, STANDARD	639-6167
FILMS, ANSI	597-9753
BLADE, STRAIGHT	314-7311
PREMIUM CORP RADIO (12V)	452-1394
SOUND SUPPRESSION	592-7836
FILM, AM-NORTH	504-1365
PACK, DOMESTIC TRUCK	0P-0436

SELL PRICE	\$1,579,770.00
EXT WARRANTY	Included
NET BALANCE DUE	\$1,579,770.00
AFTER TAX BALANCE	\$1,579,770.00

WARRANTY

Standard Warranty:	Standard 12 Month Unlimited Hour Full Machine Coverage
Extended Coverage:	836-60 MO/10000 HR POWERTRAIN + HYDRAULICS + TECH

F.O.B/TERMS:
Odessa

PAYMENT TERMS: Net 30 Days after Machine Delivery & Receipt of Invoice

Net 30 Day Terms	QUOTE SELL PRICE
\$1,579,770.00	\$1,579,770.00



City Council Meeting

Item Number: 9
Meeting Date: July 23, 2024
To: City Council / City Manager
From: Sara Harris,
Subject: MOTION APPROVING THE BUDGET FOR THE MIDLAND DEVELOPMENT CORPORATION'S 2024-2025 FISCAL YEAR (DISTRICT: NONE) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)

Purpose:

The Board of Directors of the Midland Development Corporation approved at a regular meeting on July 1, 2024 a Resolution Approving the Budget for the Midland Development Corporation's 2024-2025 Fiscal Year.

Recommended City Council Action:

Approve

Fiscal Impact:

\$14,976,644.00

Strategic Priority:

(Strong Economy with More Quality Jobs)

Discussion:

Midland Development Corporation's fiscal year 2025 budget enumerates its projected revenues and expenses. Budgeted sales tax revenue for FY 2025 is \$14M. The budget is balanced, with expenditures equaling revenues.

Morris Williams Jr.

City Manager's Office



City Council Meeting

Item Number: 10
Meeting Date: July 23, 2024
To: City Council / City Manager
From: Sara Harris,
Subject: MOTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND THE UNIVERSITY OF TEXAS OF THE PERMIAN BASIN TO ADVERTISE AND PUBLICIZE THE CITY OF MIDLAND FOR THE PURPOSE OF DEVELOPING NEW AND EXPANDED BUSINESS ENTERPRISES (DISTRICT: ALL) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)

Purpose:

The Board of Directors of the Midland Development Corporation approved at a regular meeting on July 1, 2024 a resolution authorizing the execution of an interlocal agreement with the University of Texas Permian Basin to advertise and publicize the City of Midland for the purpose of developing new and expanded business enterprises.

Recommended City Council Action:

Approve

Fiscal Impact:

\$576,550.00

Strategic Priority:

(Strong Economy with More Quality Jobs)

Discussion:

Provides for the funding of the Midland Entrepreneurial Challenge. UTPB operates and administers the challenge. \$500,000 is designated as awards for winning businesses (up to seven winning businesses to receive varying amounts of up to \$150,000 each), and the

remaining amount is for marketing and administrative costs. The MDC has partnered with UTPB for six previous years of the Midland Entrepreneurial Challenge (2017, 2018, 2019, 2021, 2022, 2023). From 2017-2023, twenty-nine small Midland businesses received \$2.7M in funding to grow their businesses.



City Manager's Office



City Council Meeting

Item Number: 11
Meeting Date: July 23, 2024
To: City Council / City Manager
From: Sara Harris,
Subject: MOTION APPROVING TASK ORDER NO. 1 TO THAT CERTAIN MASTER RESEARCH AND DEVELOPMENT AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND THE MITRE CORPORATION; SAID TASK ORDER SHALL BE FOR AN AMOUNT NOT TO EXCEED \$375,000.00 AND PROVIDE FOR RESEARCH AND DEVELOPMENT, SYSTEMS ENGINEERING, AND RELATED ADVISORY SERVICES NECESSARY FOR THE FURTHERANCE OF COMMERCIAL SPACE AND HIGH-SPEED FLIGHT OPERATIONS IN THE PERMIAN BASIN (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 Task Order No. 1 to that certain master research and development agreement with The MITRE Corporation for an amount not to exceed \$375,000.00; said task order to provide for research and development, systems engineering, and related advisory services necessary for the furtherance of commercial space and high-speed flight operations in the Permian Basin.

Recommended City Council Action:

Approve

Fiscal Impact:

\$375,000.00

Strategic Priority:

(Strong Economy with More Quality Jobs)

Discussion:

Task order includes reviewing airspace models and re-validating assumptions, coordination with launch operators for launch and flight in proposed airspace corridors and incorporating launch operator data into airspace model. Project will be done in coordination with federal direction for developing high-speed flight options in the FAA Reauthorization Act of 2024.



City Manager's Office



City Council Meeting

Item Number: 12
Meeting Date: July 23, 2024
To: City Council / City Manager
From: Sara Harris,
Subject: MOTION APPROVING A CONSULTING SERVICES AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND HICKMAN GROUP, LLC, IN AN AMOUNT NOT TO EXCEED \$120,000.00 FOR RETAIL RECRUITMENT SERVICES (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 consulting services agreement with Hickman Group, LLC in an amount not to exceed \$120,000.00 for retail recruitment services; and authorizing payment for said agreement.

Recommended City Council Action:

Approve

Fiscal Impact:

\$120,000.00

Strategic Priority:

(Strong Economy with More Quality Jobs)

Discussion:

John Hickman is the principal of the Hickman Group and leads business development for the Dallas Cowboys. He will utilize his extensive network of developers to draw attention to Midland as a destination for commercial and retail locations that Midland currently lacks. The contract is for one year.

Monnie Williams Jr.

City Manager's Office



City Council Meeting

Item Number: 13 Meeting
Date: July 23, 2024
To: City Council / City Manager
From: Isaac Garnett, Manager, Community Development
Subject: RESOLUTION AUTHORIZING THE ADOPTION OF THE CITY OF MIDLAND'S 2024-2025 ACTION PLAN TO THE CONSOLIDATED PLAN FOR COMMUNITY DEVELOPMENT AND HOUSING FUNDS FOR THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S FISCAL YEARS 2020-2024; THE CONSOLIDATED PLAN HAVING BEEN APPROVED BY RESOLUTION NUMBER 2020-127; AND AUTHORIZING THE EXECUTION OF AN APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS (DISTRICT: ALL) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The Fifth Year Action Plan of the Five-Year Consolidated Plan proposes to utilize the expected CDBG resources in the amounts of \$973,411 (annual allocation), \$60,000 (program income), \$400,000 (prior year resources) and \$17,396 (CDBG CV-19). The overall outcome is to improve the quality of life for principally low-and-moderate-income persons and communities by creating suitable living environments, improving the availability of affordable housing, and enhancing economic opportunities. The Annual Action Plan process identified overarching needs within the community, as identified in the Five-Year Consolidated Plan.

Recommended City Council Action:

Approve

Fiscal Impact:

No fiscal Impact on the city budget.

Strategic Priority:

(Quality of Life and Place)

Discussion:

The Fifth Annual Action Plan covers the period beginning October 1, 2024, and ending September 30, 2025. The CDBG office held (3) three community meetings in March 2024 to receive input and feedback regarding citizen priorities for the next funding cycle. Our office opened the application process on April 05, 2024-April 26, 2024, held two public hearings on May 28, 2024, and June 11, 2024, as required by HUD. The CDBG prioritization committee (district 2,4 and at-large) convened to make recommendations to the full council for approval. Addressing these identified needs will be measured by the increase in availability/accessibility, affordability and sustainability of quality-of-life and experiences created by the programs and services throughout the course of the Annual Action Plan.

By concentrating funds on a small number of specific needs our objectives will have the greatest impact and achieved outcomes. The sole source funding for the City's 2024/2025 Community Development Block Grant (CDBG) program entitlement recommendations are as follows: Casa de Amigos Home Cleaning Program, Casa de Amigos Senior Center Nutrition Program, CDBG office Minor Repair Program, CDBG office Homebuyer Assistance Program, Salvation Army Homeless Meals Program, Senior Life Midland Meal on Wheels Home Bound Program, Mission Adult Day Center Take Home Terrific Program, Breaking Bread Homeless Outreach Program, MMH Mental Health CRISP Indigent Program CV19, Habitat for Humanity Housing Development Infrastructure Program, Parks & Rec Washington Pool - Waterslide Improvements Program, Parks & Rec Dunagan Park - New Restrooms Remodel Program, Thriving United Peer Support Specialist Program, and West Texas Food Distribution Program. The Fifth Year Action must be submitted to HUD by August 15, 2024, for review and approval.

City Manager's Office

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE ADOPTION OF
THE CITY OF MIDLAND'S 2024-2025 ACTION PLAN
TO THE CONSOLIDATED PLAN FOR COMMUNITY
DEVELOPMENT AND HOUSING FUNDS FOR THE
UNITED STATES DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT'S FISCAL YEARS 2020-2024;
THE CONSOLIDATED PLAN HAVING BEEN
APPROVED BY RESOLUTION NUMBER 2020-127; AND
AUTHORIZING THE EXECUTION OF AN
APPLICATION FOR COMMUNITY DEVELOPMENT
BLOCK GRANT FUNDS**

WHEREAS, the Department of Housing and Urban Development requires the recipients of Community Development Block Grant Funds to prepare a yearly action plan to the Consolidated Plan for Community Development and Housing Funds for the United States Department of Housing and Urban Development's ("HUD") fiscal years 2020-2024; and

WHEREAS, the City Council of the City of Midland, Texas, finds it to be in the public interest to adopt the 2024-2025 Action Plan; and

WHEREAS, the City Council finds it to be in the public interest for the City to apply to the United States Department of Housing and Urban Development for Community Development Block Grant Funds for HUD's fiscal year 2024-2025;

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

SECTION ONE. That the document which is on file with the City Secretary's office referenced by the number and date of this resolution is hereby approved and adopted as the City of Midland 2024-2025 Action Plan to the City of Midland Consolidated Plan for Community Development and Housing Funds for HUD's fiscal years 2020-2024.

SECTION TWO. That the Mayor is hereby authorized and directed to execute on behalf of the City of Midland an application, No. B-24-MC-48-0023, to the United States Department of Housing and Urban Development for Community Development Block Grant Funds in the amount of \$973,411.00 for fiscal year 2024-2025, by GSA Standard Form 424 with budgetary attachments, copies of which are attached hereto and are incorporated within

the City of Midland 2024-2025 Action Plan and made a part hereof for all legal purposes.

SECTION THREE. That an estimated amount of \$60,000.00 in program income will be received for program year 2024-2025 which will be used by the program that generates the income.

SECTION FOUR. That \$400,00.00 from prior years' funding and \$17,396.00 from COVID-19 funding will be applied to HUD's 2024-2025 fiscal year.

SECTION FIVE. That the City will receive \$973,411.00 in Community Development Block Grant Entitlement Grant Funds for the 2024-2025 program, an estimated amount of \$60,000.00 in program income will be received for program year 2024-2025 which will be used by the program that generates the income, \$400,000.00 from prior years' funding, and \$17,396.00 from COVID-19 funding, thus resulting in a total of \$1,450,807.00 in Community Development Block Grant funds that will be available in 2024-2025.

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:

Isaac Garnett, Community Development
Administrator

Christy Weakland, Director of Finance

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Midland is pleased to submit its 2024 Fifth Year Annual Action Plan of the 2020-2024 Consolidated Plan. The Consolidated Plan is carried out through Annual Action Plans, which provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified in the Consolidated Plan. The CDBG Fifth Year Annual Action Plan establishes Midland's strategy for investment of its U.S. Department of Housing and Urban Development (HUD) resources and other resources linked to activities directed at the community development, housing, and homeless service's needs. The goal of the Fifth Year Annual Action Plan is to develop viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities principally for low-and moderate-income persons. The City of Midland has only applied for and received the Community Development Block Grant (CDBG) program.

The Fifth Annual Action Plan covers the period, beginning October 1, 2024, and ending September 30, 2025. The sole funding source is the City's 2024/2025 Community Development Block Grant (CDBG) program entitlement allocation of \$973,411. Additionally, the City expects to receive \$400,000 Prior Year Funding, \$60,000 in Program Income and \$17,396 in COVID -19 totaling \$1,450,807. Priority housing needs to be addressed are those of owner households in the 0% to 80% of median income range, and renter households in the 30% to 80% of median income range who will be making home purchases. The city will also address public services (senior citizens) and other infrastructure improvement.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The overall outcome is to improve the quality of life for principally low-and-moderate-income persons by creating suitable living environments, improving the availability of affordable housing, and enhancing economic opportunities. The Annual Action Plan process identified the same overarching needs within the community, as identified in the Consolidated Plan. The following priority needs adopted are:

OHAP Major Assist 10 low-income first-time homebuyers with home purchases.

Casa de Amigos-home cleaning program for seniors (92 persons).

Senior Life Midland Meals on Wheels Food Program (500 persons).

Salvation Army Homeless Meal Program (300 meals per day).

(MMH) Mental Health & Wellness Program Transportation Assistance (120 Persons)

Casa de Amigos in person meals at 3 locations up to 120 persons per day and 31,200 meals

Casa de Amigos Senior Homebound Cleaning Program (90 people)

Mission Adult Day Center Take Home Terrific Meals 35 participants per day 4,550 meals.

City of Midland Minor Repairs Program projected 20 home repairs.

City of Midland First-Time Homeowner Program 10 grants at \$15,000

City of Midland Parks & Rec Washington Park Slides Repair.

City of Midland Parks & Rec Dunagun Park Restroom Repair.

West Texas Food Bank Distribution Meals (500 boxes)

Thriving United Peer Support Specialist (86 people served)

Midland Habitat for Humanity Infrastructure and Roads Improvement (1/2 mile)

MMH Mental Health CRISP Indigent Program CV-19 (120 Indigent People)

Salvation Army Homeless Meal Program (46,000 meals)

Breaking Bread Homeless Outreach Facility Improvement (Floors)

The outcomes of addressing these needs will be measured by the increase in availability/accessibility, affordability and sustainability created by the programs and services provided throughout the course of the Consolidated Plan. By concentrating funds on a small number of specific needs, it is hoped that the main objective will be achieved and a greater number of principally low-and moderate-income people will benefit from the available funding.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Over the course of the fifth year of the 2020-2025 Consolidated Plan, the city will continue to improve its processes and delivery of services in addressing the housing, community development and economic development objectives identified. A complete and detailed year-end report has been written summarizing the result of activities that took place during the program accomplishment year 2022 (PY22). A copy of this report can be found at <http://develop.midlandtexas.gov/35/Community-Development>.

Utilizing Community Development Block Grant (CDBG) the city expended the following in accomplishment for program year (PY22):

- CDBG-First-time homebuyers down-payment assistance was expended to qualified families \$200,000.
- CDBG Minor Home Repair- assistance was expended to qualified families \$100,000.
- Casa de Amigos Senior Meal Assistance Program - \$68,000
- Casa De Amigos Senior Resiliency Program \$46,000
- Midland Memorial Hospital Indigent Health/Wellness CV-19-\$260,000
- Senior Life Midland Meals on Wheels CV-19 \$45,000
- Parker Place Senior Apartments Infrastructure \$75,000
- Mission Adult Day Center \$35,000

- Casa de Amigos Home Cleaning \$45,000
- Salvation Army Homeless Meal Program \$120,000
- Casa de Amigos Senior Resiliency Program \$46,000
- MLK Center/Parks & Rec Program \$374,000

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The CDBG office adhered to its CDBG Citizen Participation Plan. Specifically, publicity for scheduled meetings on March 13, 2024 at 6:00pm Martin Luther King Center, March 13, 2024, 10:00am Casa de Amigos and March 14, 2024, 10:00am Southeast Center. An In-person survey of 35 citizens was conducted (35 respondents) to arrive at recommended priorities and goals for the upcoming program year. Respondents most common answers were consistent with the Five-Year Consolidated Plan goals; improvement to public spaces (parks), transportation (buses), infrastructure (neighborhood streets) Community Centers (youth/senior activates) and Housing (Homelessness/Affordable Housing/Dilapidated Removal). The Midland City Council held two public hearings on May 24, 2024, at 10:0am and June 11, 2024, at 10:00am and a 30-day public comment period from June 23, 2024, to July 23, 2024. Efforts were made to include as many sub-populations as possible/groups and/or advocate groups for them in the process.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

During the needs assessment public hearing period comments were from a broad range of issues concerning:

- Early childhood education and childcare programs, including programs targeting dual (ESL) language learners and the growing Hispanic population in Midland.
- Public facilities Improvements.
- Transitional living programs for homeless adults/youths.
- Educational and training classes for adults.
- Access to affordable housing.
- Assistance to victims of abuse.
- Transportation.
- Access to food; The value of HUD block grant funding and the overall benefit to the community; Increase need for services to low- and moderate-income seniors.

6. Summary of comments or views not accepted and the reasons for not accepting them

CDBG Office considered all comments and views; and did not reject any responses specifically. Additionally, this office incorporated many responses into the Fifth Year Annual Action Plan.

7. Summary

During the program year of 2024/2025, the CDBG office will build upon experience from past achievements and current conditions to meet new strategic goals and outcomes set within this Action Plan. We will focus on using empirical data gathered on an annual basis to meet the underserved needs of the community and improve resident's quality of life; principally for low and moderate income Midlander's.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	MIDLAND	Community Development Division

Table 1 – Responsible Agencies

Narrative (optional)

The lead agency for overseeing the development of the Action Plan is the City of Midland’s Department of Development Services through its Community Development Division or CDBG Office. Major public and private agencies responsible for administering programs covered by the Annual Action Plan are the City of Midland, local housing authorities and numerous housing and social service non-profits.

Consolidated Plan Public Contact Information

Community Development Manager

City of Midland

300 N Lorraine, Suite 410

P.O. Box 1152

Midland, Texas 79702

432-685-7408

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

The city has identified the significant aspects of the process by which the Action Plan is being developed and the public/private agencies, groups, organizations, and others that participated in the plan. The Action Plan is a comprehensive document that addresses statutory purposes. The lead agency for overseeing the development of the Plan is the City of Midland's Department of Development Services through its Community Development Division or CD Office.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The Community Development Office has a long-standing working relationship with both housing authorities in the city due to the mayor appointment of the CDBG Manager as the designated liaison to the PHA's. The liaison is responsible for coordinating information dissemination/communications from the city government to the PHA's that is essential to its city operations as well as being the secondary resource line for complaints or concerns originating from the PHA's by residents. The City also participates in other umbrella coalitions such as the Permian Basin Planning Commission to address other issues that relate to housing, transportation, and public service needs. The City of Midland and the PHA' are members of the Midland Affordable Housing Alliance which is an affordable housing advocacy group of nonprofits. MAHA plans, strategizes, and incorporates initiatives to increase affordable housing in Midland County through policy initiative and construction. Midlander's benefits from a strong and cohesive coalition of local government officials, service providers, lenders, and volunteers. MAHA partners are responsible for the development of several multifamily housing units being constructed throughout Midland, utilizing Housing Tax Credits and other financial measures.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Midland Homeless Network (CoC) is now established as a formal partner of MAHA in which the CoC will seek state and federal funding to solidify its role as the leading provider of homeless service in Midland County. The Homeless Coalition (CoC) maintains relationships with mental health providers and local homeless shelters, substance abuse and recovery facilities, homeless meal providers, coordinate and deliver the Point-In-Time count to the State of Texas and local philanthropic services providers whose principal responsibilities are helping people with necessities. The Coalition is working with the Texas

Homeless Network to apply for grants in the coming years to increase resource development and delivery.

The City of Midland and the MAHA/Homeless Continuum of Care (CoC) are working to develop an inclusive coordination and consultation process to address the ever-changing needs of homeless persons in Midland County. Although it is still a work in progress; the focus remains to collaborate on all aspects of a Housing First Modality; including planning, funding, implementing, and evaluating homeless assistance, and prevention programs at the local level. The Midland CoC will register in the Homeless Management Information System (HMIS) lead agency, and the CDBG office is considering to be designated as the HMIS administrator for governance and bringing forward HMIS data standards, policies and performance reports for review and approval. The administrator will provide access to licenses, hands-on training and technical support to all of the grant subrecipients and submit performance reports accordingly.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The city is not a recipient of ESG funds at this time, but this office will continue a targeted public outreach effort to educate and engage the public in its annual Action Planning and funding opportunities process. The Community Development Office will provide input during the grants award and allocation process. To ensure compliance with the Final CoC Rule. the CDBG office will works closely with the local Continuum of Care Activities to include:

- Posting and advertising all public meetings with adequate advance notice to citizens for maximizing participation.
- Ensuring all public meetings and other forms of communication are accessible to people with disabilities and non-English speaking persons.
- Utilizing web-based communication tools to solicit input from citizens.
- Working with local service providers, local lenders, and others to leverage public and private resources.
- Coordinating resources and services for affordable and supportive housing, in conjunction with local service providers, housing officials, lending institutions, developers, and non-profit organizations,
- Conducting meetings with grantees.
- Meeting with funded agencies to discuss their programs, successes, and challenges; and
- Providing on-going citizen participation opportunities in nontraditional listening settings.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Midland County Housing Authority
	Agency/Group/Organization Type	PHA Services - Housing Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Service-Fair Housing Child Welfare Agency Other government - Local Business and Civic Leaders Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy HOPWA Strategy Market Analysis Anti-poverty Strategy Lead-based Paint Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City communicates and coordinates with other Midland governmental entities, local housing authorities, the City of Odessa, and various State of Texas departments on an as needed basis. The City provided copies of the draft Action Plan to the following governmental entities: the Permian Basin Regional Planning Commission, local housing authorities and Midland County. Midland is not adjacent to another municipal government.
2	Agency/Group/Organization	Permian Basin Regional Planning Commission
	Agency/Group/Organization Type	Services-Employment Agency - Managing Flood Prone Areas Agency - Management of Public Land or Water Resources Agency - Emergency Management Other government - Local Regional organization Planning organization Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The CDBG office attend monthly meetings of the regional planning commission to address and impact transpiration issues for disabled persons.

3	Agency/Group/Organization	Texas Balance of State Continuum of Care
	Agency/Group/Organization Type	Services - Housing Services-homeless Services - Victims Health Agency Other government - State Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy HOPWA Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The CDBG office is part of the Texas Homeless Network Balance of State and conduct regular monthly meeting to address efforts to impact positively and reduction of homelessness in Midland.
4	Agency/Group/Organization	MIDLAND VISIONS 2000, INC
	Agency/Group/Organization Type	Services - Housing Service-Fair Housing Other government - Local Business and Civic Leaders Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development

Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The CDBG office contacted Vison 2000 on a quarterly basis to get an assessment of housing and rental trends in as close to "real-time" as possible to adjust the Action Plan accordingly.
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Identify any Agency Types not consulted and provide rationale for not consulting

The CD department invites any organization to attend the meetings, send emails and call to give input to the city's overall CDBG development.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Texas Homeless Network Balance of State	The City of Midland Strategic Plan overlap the goals of the Midland Homeless Coalition/Midland Affordable Housing Alliance by providing funds for housing improvements and developments.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

Anticipated outcomes from the consultations include a more concise data-driven set of goals based on community needs, resulting in more low- and moderate-income people being served throughout the course of the plan. The City will continue to communicate and coordinates with other Midland governmental entities, the two local Housing Authorities, and the City provided copies of the draft Action Plan to the following governmental entities: The Midland County Library, City of Midland CDBG Web page, Midland County Libraries, Martin Luther king Community Center, Casa de Amigos, and Midland Senior Centers.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The CDBG office solicits public input regarding the long-term and short-term needs of the community to develop funding priorities. The priority needs for the City of Midland 2024-2025 Annual Action Plan were determined through analysis of information gathered from a variety of sources and the CDBG schedule was approved by the City Council on January 09, 2024. The CDBG Prioritization Committee was established consisting of the following members who all make recommendations to the full council: two and four district City Councilors, At-Large Council member and CDBG Manager who shall serve ex-officio. An Annual Plan Timeline was published to ensure citizens were aware of the process including opportunities for participation.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Two public hearings were held to gather input and direct uses of CDBG funding for the 2024/2025 program year. Eleven (17) people attended the Public Hearing on March 13, 2024, and Nine (9) people attended the public hearing on March 14, 2024, to express the needs of the community. Respondents were positive towards the preliminary Action Plans development.	Speakers expressed the need for more transportation services, senior services, educational programs, affordable housing, mental health counseling, jobs, services for the homeless, and supportive services. Comments were in line with project recommendation and developments	All comments were considered in the prioritization of needs process.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Two public hearings were held to gather input and direct uses of CDBG funding for the 2024/2025 program year. Seven organizations (11) people attended the Public Hearing on May 24, 2024, and Four (4) people attended the public hearing on June 11, 2024, to express the needs of the community. Respondents were positive towards the preliminary Action Plans development.	Speakers expressed the need for more transportation services, senior services, educational programs, affordable housing, mental health counseling, jobs, services for the homeless, and supportive services. Comments were in line with project recommendation.	All comments were considered in the prioritization of needs process.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	CDBG Needs Assessment	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Community Leaders and Civic organizations, Hispanic Chamber of Commerce, MAHA, National Black Professional & Businesswomen Inc., PermianCare Services, Midland Health/Behavioral Safety, Tall City Lions Club, Midland Salvation Army, The Fields Edge Org.	Comments were in line with project recommendation and developments. Suggested funds for land acquisition, indigent mental health services, food, transportation, transitional housing, neighborhood improvements.	All comments were considered in the prioritization of needs process.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Midland is a HUD entitlement grant that provides federal funds to improve neighborhoods in low-moderate income communities and census tracts.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	973,411	60,000	417,396	1,450,807	557,402	

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The federal, state, and local resources available to address the needs identified in the plan include federal CDBG formula grant funds. The Midland Continuum of Care (CoC) will pursue grant opportunities under the HUD CoC competitive grant opportunities in PY2024 program year. The CDBG funds will be leveraged with the City's general funds, local nonprofit resources, and private foundation grants. The City of Midland has \$100,000 in the general fund account available for use towards CoC applications and grant for ESG, HOME, or HOPWA activities in 2024 program year. Physical improvements projects will use a combination of CDBG funds and City general funds to enhance selected projects. Public service projects will concentrate efforts to address the needs of seniors and disabled that are high risk population identified as a priority need. Use of CDBG funds will leverage other nonprofit resources and private foundation funds to assist low-income households. Physical improvements will use a combination of public funds, CDBG funds, City general funds, and private foundations to enhance selected projects. Housing development funds will afford developers and subrecipients' extend nonfederal contributions with housing construction.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

NA

Discussion

The Expected Amount Available for the Remainder of 2020-2024 ConPlan is (\$557,402) received over the remaining one year of the Consolidated Plan. Estimates were calculated using the confirmed funding of the current CDBG program year (\$793,411) \$400,000 in prior year funding and program income of \$60,000 to be received during the third, fourth and fifth year of the Consolidated Plan. The CDBG program income total includes an estimated \$60K in housing reconstruction loans funds received through economic development activities and this is included in the Expected Amount Available Reminder of ConPlan total. Additionally, the COVID-19 (\$17,396) funding is available for programming.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Affordable Homebuyers Housing Assistance	2020	2024	Affordable Housing	Low and Moderate Income Census Tracts Greenwood Addition Southern Addition	Affordable Home Owner Housing Acquisition, Construction & Rehabilitation	CDBG: \$250,000	Homeowner Housing Rehabilitated: 35 Household Housing Unit Direct Financial Assistance to Homebuyers: 10 Households Assisted
2	Public Services	2020	2024	Non-Housing Community Development	SAN JUAN 2021 TARGET AREA Low and Moderate Income Census Tracts Greenwood Addition	Public Services	CDBG: \$214,900	Public service activities other than Low/Moderate Income Housing Benefit: 400 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Homeless Meals Program	2020	2024	Homeless	Low and Moderate Income Census Tracts	Homeless Services	CDBG: \$123,000	Homeless Person Overnight Shelter: 130 Persons Assisted Homelessness Prevention: 500 Persons Assisted
4	Essential Services	2020	2024	Non-Housing Community Development	Low and Moderate Income Census Tracts	Homeless Services	CDBG: \$181,396	Homelessness Prevention: 600 Persons Assisted Other: 130 Other
5	Infrastructure Improvements	2020	2024	Non-Housing Community Development	Low and Moderate Income Census Tracts	Expand & Improve Public Infrastructure & Facilities Housing Acquisition, Construction & Rehabilitation	CDBG: \$604,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 750 Persons Assisted Facade treatment/business building rehabilitation: 1 Business Homeowner Housing Added: 70 Household Housing Unit

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Affordable Homebuyers Housing Assistance
	Goal Description	

2	Goal Name	Public Services
	Goal Description	
3	Goal Name	Homeless Meals Program
	Goal Description	
4	Goal Name	Essential Services
	Goal Description	Substance abuse treatment outreach and homeless outreach services will be conducted by certified professionals. Food boxes will be distributed to needy families in the Midland community.
5	Goal Name	Infrastructure Improvements
	Goal Description	Affordable housing infrastructure for 70 housing units in low-moderate income census tract areas.

Projects

AP-35 Projects – 91.220(d)

Introduction

The proposals received for funding consideration; the following projects were recommended by the Midland City Council CDBG Committee with input from city staff for funding from the CDBG funds expected to be available for program year 2024-2025.

Projects

#	Project Name
1	Housing Minor Repairs
2	Homebuyer Assistance Program
3	City of Midland Parks & Rec Washington Park Pool
4	City of Midland Parks & Rec Dunagun Park Facilities
5	Casa de Amigos Senior Nutrition Program
6	Casa de Amigos Senior Home Cleaning Program
7	Senior Life Midland Meal on Wheels Weekend
8	Take Home Terrific Program
9	West Texas Food Bank Distribution
10	Thriving United Peer Support Specialist
11	Midland Habitat For Humanity
12	MMH Mental Health CRISP Indigent Program CV-19
13	Salvation Army Homeless Meal Program
14	Breaking Bread Homeless Outreach Facility Improvement

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The projects listed above were selected by the Council CDBG Committee from the total of all project proposals received during the open application process for the 2024/2025 CDBG program. Additional activities are identified by the public health crisis. Citizens and organizations were asked to identify which priority their program most closely related. During the evaluation phase, points were awarded to the applications that demonstrated the proposed projects best tied to the Midland Con Plan and HUD national objective. Most agencies do not have necessary funds and resources to provide all services needed by the clients/recipient and have stated in their applications that without CDBG grant funds

their project, or program may not be able to fully serve the community's needs.

AP-38 Project Summary
Project Summary Information

1	Project Name	Housing Minor Repairs
	Target Area	WASHINGTON PARK/2005 TARGET AREA Low and Moderate Income Census Tracts Southern Addition
	Goals Supported	Affordable Homebuyers Housing Assistance
	Needs Addressed	Home Owner Home Improvements
	Funding	CDBG: \$100,000
	Description	Replace Homeowner minor equipment for home repairs.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	30 low-moderate income homeowner families will benefit from the program.
	Location Description	Replace Homeowner minor equipment for home repairs in district 2 and 4.
	Planned Activities	Replace Homeowner minor equipment for home repairs.
2	Project Name	Homebuyer Assistance Program
	Target Area	WASHINGTON PARK/2005 TARGET AREA Low and Moderate Income Census Tracts Southern Addition
	Goals Supported	Affordable Homebuyers Housing Assistance
	Needs Addressed	Preserve & Develop Affordable Housing
	Funding	CDBG: \$150,000
	Description	Assist with Downpayment and closing cost for first-time homeowners.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	15 families will be assisted with downpayment and closing cost assistance.
	Location Description	Low moderate income census tracts.
	Planned Activities	20 homeowner minor repairs.
	Project Name	City of Midland Parks & Rec Washington Park Pool

3	Target Area	Low and Moderate Income Census Tracts Greenwood Addition
	Goals Supported	Infrastructure Improvements
	Needs Addressed	Expand & Improve Public Infrastructure & Facilities
	Funding	CDBG: \$50,000
	Description	Replace slides surfaces and safety jackets.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Neighborhood families in district 2 and 4 will benefit from improvements
	Location Description	Washington Park area.
	Planned Activities	Facility repairs to water slides.
4	Project Name	City of Midland Parks & Rec Dunagun Park Facilities
	Target Area	Low and Moderate Income Census Tracts Southern Addition
	Goals Supported	Infrastructure Improvements
	Needs Addressed	Expand & Improve Public Infrastructure & Facilities
	Funding	CDBG: \$150,000
	Description	Reconstruct restrooms and bring up to code.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	500 families will be impacted by the improvement to the park facilities.
	Location Description	Dunaagun Park area
5	Project Name	Casa de Amigos Senior Nutrition Program
	Target Area	Low and Moderate Income Census Tracts
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$70,000
	Description	Lunch meal program for senior at recreation 3 centers.

	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Senior lunch programs
	Location Description	3 community centers
	Planned Activities	Healthy lunch and activities for seniors
6	Project Name	Casa de Amigos Senior Home Cleaning Program
	Target Area	Low and Moderate Income Census Tracts Greenwood Addition Southern Addition
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$60,000
	Description	Senior homebound cleaning once per week so people will continue to live at home.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	92 seniors will receive weekly home cleaning
	Location Description	Low income census tracts.
	Planned Activities	Weekly home cleaning.
7	Project Name	Senior Life Midland Meal on Wheels Weekend
	Target Area	Low and Moderate Income Census Tracts
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$43,900
	Description	Meals on Wheels homebound program to include weekend meals.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	32,500 meals will be served to homebound seniors.
	Location Description	Low income homes

	Planned Activities	In home meals
8	Project Name	Take Home Terrific Program
	Target Area	Low and Moderate Income Census Tracts
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$41,100
	Description	Take home meals for special need people that attend center.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	40 special needs adults will receive take home meals as well as lunch daily
	Location Description	Low income census tracts
	Planned Activities	After hours meals for the weekend.
9	Project Name	West Texas Food Bank Distribution
	Target Area	SAN JUAN 2021 TARGET AREA Low and Moderate Income Census Tracts Greenwood Addition Southern Addition
	Goals Supported	Essential Services
	Needs Addressed	Homeless Services Public Services
	Funding	CDBG: \$81,000
	Description	Food box for citizens in low income areas that can support health.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	1000 low income families will receive food boxes
	Location Description	Low income census tracts
	Planned Activities	Distribution of food boxes to families in need
10	Project Name	Thriving United Peer Support Specialist
	Target Area	Low and Moderate Income Census Tracts

	Goals Supported	Essential Services
	Needs Addressed	Homeless Services Employment Training
	Funding	CDBG: \$83,000
	Description	Support Specialist for people in substance abuse recovery programs to include street outreach with the homeless.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Low income families that participate in substance abuse recovery and homelessness
	Location Description	Low income census tracts
	Planned Activities	Peer support specialist
11	Project Name	Midland Habitat For Humanity
	Target Area	Low and Moderate Income Census Tracts
	Goals Supported	Infrastructure Improvements
	Needs Addressed	Employment Training
	Funding	CDBG: \$381,000
	Description	Road and utility improvements for affordable housing subdivision.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	70 low income housing
	Location Description	Low income census tracts
	Planned Activities	Infrastructure improvements for 70 affordable housing development.
12	Project Name	MMH Mental Health CRISP Indigent Program CV-19
	Target Area	Low and Moderate Income Census Tracts
	Goals Supported	Essential Services
	Needs Addressed	Homeless Services
	Funding	CDBG: \$17,396

	Description	Indigent services for people who present in the hospital emergency room and need follow-up service.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	125 individuals in need of follow up emergency room services with mental health professionals, etc.
	Location Description	low income census tracts.
	Planned Activities	Distribution of bus passes for follow up mental health services.
13	Project Name	Salvation Army Homeless Meal Program
	Target Area	Low and Moderate Income Census Tracts
	Goals Supported	Homeless Meals Program
	Needs Addressed	Homeless Services
	Funding	CDBG: \$100,000
	Description	Homeless meals at the emergency shelter and personnel that support the program.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	30,000 meals to the shelter and those that live in the facility.
	Location Description	Low income census tracts
	Planned Activities	
14	Project Name	Breaking Bread Homeless Outreach Facility Improvement
	Target Area	Low and Moderate Income Census Tracts Southern Addition
	Goals Supported	Infrastructure Improvements Homeless Meals Program
	Needs Addressed	Expand & Improve Public Infrastructure & Facilities Homeless Services
	Funding	CDBG: \$23,000

	Description	Facility upgrade for homeless food program and activities center.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	60 low income individuals have evening meals at the center
	Location Description	low income census tracts
	Planned Activities	Upgrade to floor of homeless kitchen to prevent trips and falls

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

In the development of the Consolidated Plan, two specific target areas were defined and approved beyond the City-Wide target area. These areas all suffer with high levels of poverty and unemployment; all are occupied by LMI census tracts. In the development of the Consolidated Plan, five target areas were defined and approved. These areas all suffer from high levels of poverty and unemployment, and neighborhood housing dilapidation.

Geographic Distribution

Target Area	Percentage of Funds
BRADFORD PARK/2004 TARGET AREA	
WASHINGTON PARK/2005 TARGET AREA	5
SAN JUAN 2021 TARGET AREA	
SPARKS PARK	
MULBERRY DRAW	
City of Midland	
Low and Moderate Income Census Tracts	80
Ratliff Park 2017	
MLK	
Greenwood Addition	7
Southern Addition	8

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Concentrating resources in specific geographies in the Greenwood Addition, Southern Addition, San Juan Addition, and low-moderate income census tracts is necessary to adequately address the scale of needs. The CDBG office has identified substandard conditions such as deteriorated housing and infrastructure. The city elects to focus activity in the areas of highest concentration of poverty, unemployment, and basic needs. As well as areas where other city funds and private investments are anticipated as a basis for allocating investments geographically. The result of geographical allocation of HUD funding is an effective use of the funds to elevate and create more opportunities for areas where the needs are the greatest.

Discussion

The City's rationale for its geographic distribution of CDBG funds is based on compliance with the CDBG Primary Objective - the development of viable urban communities, by providing decent housing and a

suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. Generally, CDBG supported public services are available on a citywide basis to income eligible households or persons. However, public capital improvements and other development projects are specifically directed at sites within low- and moderate-income neighborhoods. The percentages listed above only represent funded projects that will be located exclusively within the target areas. The geographic distribution of funds for funded projects involving activities such as homeowner rehabilitation and public services, where the location of services will vary during the year, will be included in the Consolidated Annual Performance and Evaluation Report (CAPER) due in December 2024.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City's CDBG program for 2024-2025 will result in affordable housing through its homebuyer assistance program and affordable housing repair programs (AHRP). Additional units will be supported by the AHRP or funds will be needed to continue the AHRP location selected for the 2024-2025 CDBG program year. Sub-awardees will develop affordable housing for first-time homebuyers.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	105
Special-Needs	0
Total	105

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	75
Rehab of Existing Units	30
Acquisition of Existing Units	5
Total	110

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

Funds will be used for acquisition of single-family units to assist ten (10) first-time homebuyers with down payment and closing costs to assist in the purchase of a home and production of new housing units by Habitat for Humanity.

AP-60 Public Housing – 91.220(h)

Introduction

The city will continue to support public housing projects during the Consolidated Plan. One project has been recommended for funding during the third year and will address safety issues at housing complex, more detail is provided below.

Actions planned during the next year to address the needs to public housing

The CDBG office coordinate crime prevention strategies for the PHA's and provide crime data that can target security efforts and identify to local PD of "hotspots" within the development. Many of the PHA's residents have a social service provider through the State of Texas or federal system (SSI); that provides case management services to residents with a focus on employment, education, and self-sufficiency. The caseworker assists the residents to set goals pertaining to developing and maintaining household budget, bill pay, housekeeping and obtaining additional health care. The CDBG office coordinates with MPD for added security and report issues and crime trends to the PHA's on a bi-annual basis to prevent criminal activity. These reports assist in reducing criminal service calls to the developments by identifying housing units with a history of criminal activity and beginning eviction proceedings.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The Midland PHA's programs are divided into two separate and distinct organizations with two boards of directors, two executive directors and staffing (City of Midland Housing Authority and the Midland County Housing Authority). The City of Midland Mayors office has appointed the CDBG manger to serve as the liaison between the City of Midland Housing Authority board and city council to offer consultation and professional guidance. The Liaison serves as the eyes and ears to the council with oversight of expenditure, revenues, and capital projects related to the PHA. The CDBG office relays information from the board to individuals attending the resident commissioners' meeting held once a month at the development. The CDBG manager attends the monthly meeting of the board and offers insight and guidance regarding affordable housing construction, trends, and availability. The CDBG office is actively working with PHA managers to determine potential homeownership candidates in coordination with the City of Midland Housing Authority resident's commissioners, identifying potential homeowners. The residents in the PHA are either elderly or disabled; therefore, the housing managers and the CDBG office will identify barriers, such as transportation, health care, employability, education, and devise strategies to increase economic attainment. The CDBG office will provide educational tools to assist housing residents to pursue homeownership through HUD grants programs and local charities. The CDBG office will facilitate four homeownership session on a quarterly basis in the 2024/2025 program year with the primary curricula instruction on financial lending tools, strategic goals setting, maintaining a financial

budget, developing a banking history, credit strategies, and long-term employment history.

The Midland County Housing Authority caseworkers and the CDBG office staff will provides homeownership instructions and prequalifying housing services to residents of the section 8 voucher programs: with a focus on the establishment of long-term employment history, banking education (checking/savings), credit repair, and banking/federal down-payment assistance. The CDBG office will provide lending guidelines for home loans, housing appraisal processes, and general insurance requirements. The CDBG office will facilitate four sessions on a quarterly basis held throughout the 2024/2025 program year at the section 8 developments. The CDBG office will refer individuals from the sessions to long term housing counseling services providers at Midland Community Development Corporation, and Midland Collage Business and Economic Development Center.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Housing Authority of the City of Midland and the Midland County Housing Authority are not designated as troubled.

Discussion

None

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The city's partnership with organizations to pursue funds to serve homeless needs is ongoing. For the 2024/2025 program, the City does anticipate using CDBG-CV19 funds that will directly support programs that serve the homeless. Being an active partner in the Midland Homeless Coalition (CoC), and the Midland Affordable Housing Alliance, the cities aim to work toward addressing gaps within the Midland Continuum of Care for the homeless and eliminating chronic homelessness. Collaborations with United Way and local foundations are vital in efforts to ensure current funding levels are sustained and that federal/state funding opportunities are not missed. The United Way of Midland has collaborated with Family Promise of Midland to achieve – ten transitional housing units to date.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Street outreach programs organized by faith-based and non-profit organizations are available to unsheltered individuals. Some of these groups target specific populations such as unaccompanied youth to make referrals and information dissemination, assistance obtaining identification, and options for employment and shelter. The CDBG office and faith-based organizations coordinate critical service through Charity Tracker which is a system to communicate and coordinate homeless services without overlapping assistance.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City shall continue to participate in the Midland Homeless Coalition and support individual efforts of agencies comprising the Homeless Network Coalition. The primary assisting agency is the Salvation Army of Midland that's providing a safe place to stay. The shelters provide services in the form of case management, childcare, counseling, safety planning for victims of domestic violence, medical services, life skills classes, parenting and relationship skills classes, therapeutic exercise classes and service to meet basic personal needs.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were

recently homeless from becoming homeless again

The CDBG office makes referrals to the PHA's regarding persons who are homeless or at risk for homelessness to obtain housing vouchers designed to help individuals and families move them as quickly as possible into permanent housing. PermianCare Mental Health agency uses HOME funds to relocate and house persons with mental disorders in Midland County.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

It is anticipated that the public service programs supported by CDBG will aid low-income individuals and families avoid becoming homeless by a variety of efforts undertaken by the CDBG office and nonprofit organizations to prevent homelessness. There are five primary preventative services offered by various provider organizations:

- Food assistance
- Rental assistance
- Utilities assistance
- Counseling/advocacy
- Legal assistance

Each service is designed to assist families remain housed by offering services and support during times of financial or legal difficulty because individuals and families who are being discharged from publicly funded institutions or systems of care are at a high risk of becoming homeless or returning to homelessness, the CDBG office, Salvation Army of Midland and the Midland CoC plans to place an emphasis on discharge planning with coordination of housing services.

Discussion

The City of Midland and homeless services providers, including the newly established Continuum of Care, are committed to providing solutions and serving the needs of individuals experiencing homelessness. All parties are working with federal, state, and local partners to end veteran homelessness and chronic homelessness in Midland.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Public policies are meant to address the overall needs of citizens in the City. Yet, there are times where they may have a negative effect on certain aspects of the community, specifically affordable housing, and residential investment. Affordable housing and public and private residential investments are key components in furthering fair housing in any community. The primary tool communities have for identifying contributing factors for these barriers to housing is an assessment of fair housing and fair housing choice. In 2020, the city updated the previous housing impediment assessment, (Analysis of Impediments) and illustrated continued barrier to home ownership. A limited supply of affordable housing and extensive cost burden, especially for extremely low-and very low-income renters causing significant affordability “gaps”; and Fair housing education is lacking and impede better understanding of housing discrimination rights by community residents and property owners.

The city plans corresponding actions designed to strengthen the supply of affordable housing and narrow the affordability “gaps.” Elements of those actions appear within this Consolidated Plan and beyond. Additionally, the City anticipates a review of public policies that may impede the development of affordable housing and to improve the understanding of their consequences.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Midland Development Service Department updated its housing codes in support of a more comprehensive plan for increased housing density in select areas. These efforts will support transit and walkability around town to do business. Favorable living spaces can be achieved when re-zoning, modular home occupancy permits are updated to allow for different housing types. The City shall reduce or waive certain development and building fees for affordable housing projects and use local funds to pay for public improvements and the disposal of site clearance debris on affordable housing sites. Services such as reduced pay replating, and resurveying from Industrial Zone to Family Zone aspects can be considered for non-profit developers like Midland Habitat and Midland Development Corp. These new zoning tools are popular choices in areas throughout the city that are seeking redevelopment and revitalization options. Market forces driving new demand for housing continue to emerge and the city believes that with these new tools in place can keep pace with demand and avoid displacement of persons and families who require affordable housing.

Discussion:

It is also our hope that the City of Midland, Midland County, financial institutions take actions implementing recommendations in the 2020 Analysis of Impediments to Fair Housing Choice.

The continuation of CDBG funding with regards to the housing improvement initiatives has contributed toward this objective.

AP-85 Other Actions – 91.220(k)

Introduction:

The following actions will be pursued by the City towards meeting Consolidated Plan regulations on other actions.

Actions planned to address obstacles to meeting underserved needs

The CDBG housing assistance and elderly programs specifically target underserved populations. The targeting techniques include providing higher levels of assistance for lower income applicants and limiting assistance to low-income areas. Recommended funding levels will allow the City of Midland to assist approximately six hundred (600) households with CDBG public services, housing, and essential services programming. The City shall encourage and assist, as appropriate, other private and/or public entities to seek funds for programs designed for the underserved. Two public facility improvements activities will benefit approximately five hundred (500) households and will meet the low to moderate income clientele national objective.

Actions planned to foster and maintain affordable housing

CDBG funds will assist homeowners in making emergency repairs or other necessary repairs to bring homes into code compliance, ensure safe and sanitary living conditions and improve energy efficiency. The City shall also strive to reduce or waive certain development and building fees for affordable housing projects and use local funds to pay for public improvements and the disposal of site clearance debris on affordable housing sites. Services such as plating, and surveying aspects can also be considered for non-profit developers. The City uses its Street Fund that is generated from each building permit for street improvements primarily within the city's low-income areas. Continuation of CDBG funding for the housing programs contributes toward this objective. These actions also have the effect of fostering and maintaining affordable housing.

Actions planned to reduce lead-based paint hazards

The city will implement its CDBG-aided activities consistent with the lead-based paint hazard reduction objective. Specifically, prospective households shall be made aware of the potential hazard and appropriate evaluation and reduction steps will be pursued in rehabilitation programs. Referrals to services for testing of children by local health and child welfare agencies will be made as needed. Information for providers and contractors will be passed through. The city of Midland ensures that inspections for lead-based paint (LBP) hazards will occur, as required, for all funded housing activities. Proper notifications will be provided regarding lead-based paint hazards. All housing units constructed prior to 1978 will be tested for LBP by a certified LBP inspector or Risk Assessor. If LBP is

detected, all covered renovations will follow HUDs Lead Safe Housing Rules and be performed by certified firms using certified renovators and other trained workers.

Actions planned to reduce the number of poverty-level families

The city identified priorities that will encompass services that assist in breaking the cycle of poverty. Four (4) proposals were received for public service, infrastructure, and COVID-CV-19 activities. Direct assistance programs towards the neediest households, adherence to HUD's Section 3 requirements will help eliminate poverty. CDBG supported public services also aid participating clients to benefit economical. All the proposals have been recommended for funding and will serve the following needs to reduce the number of poverty level-families:

- Meal programs (seniors)
- Life skills education and resiliency training
- Recreational
- Facility improvements
- Down Payment and Closing Cost Assistance
- Housing counselling
- Provisions of food security (Food Boxes)
- Referrals to assistance for basic needs
- Emergency homeless shelter feeding and lodging.

Actions planned to develop institutional structure

Major changes to the institutional structure described in the Consolidated Plan are not anticipated in the coming year. The city will continue to support activity by the various providers and encourage them to seek other funding sources to enhance the service delivery system in Midland. City staff and/or elected officials will continue to be involved in housing and homeless concerns that seek to improve service delivery. For example, the city will continue to participate in the Midland Affordable Housing Alliance and the Midland Homeless Coalition among others. The city will provide necessary CDBG related training to its subrecipients.

Actions planned to enhance coordination between public and private housing and social service agencies

The CDBG office will continue to bring together residents from low -moderate income areas of the city, and representatives from financial institutions, leasing agents, realtors, to assess and recommend methods to support institutions addressing affordable housing needs. The CDBG office will work with public works, utilities, engineering, codes, and planning to decrease barriers to affordable housing. These various groups and departments have coordinated effectively to avoid duplication of services and facilitate a delivery system which meets the needs of various populations. Additionally, brochures of

CDBG programs and Lead Based Paint eradication will be available at the City of Midland Health Department, CDBG Office, MLK Center and Seniors Centers to enhance public outreach.

Discussion:

None

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

The Fifth Year of the Five-Year Consolidated Plan will see nine (9) external agencies and two (2) City departments conducting eleven (13) activities in grant funding.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	60,000
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	60,000

Other CDBG Requirements

1. The amount of urgent need activities	204,000
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

Only the 2024-2025 Program Year CDBG Entitlement Grant B-24-MC-48-0023, COVID-19 CARES Act funds and Program Income are to be received to cover the Fifth Year Action Plan.

Attachments

Citizen Participation Comments

Community Comments 2024

Tree has destroyed plumbing line and needing water heater

Ramps for disabled homes and sidewalks in neighborhoods

Crosswalk in front of Casa De Amigos

Home repairs needed

Medical needs like community clinics services

Affordable senior living spaces are needed

Need a bridge on Pine, Benton and Dengar

Senior transportation very important

Street sweeping make our community better

608 N Lincoln corner driveway has huge pothole and other areas of neighborhood

Roof repairs for homeowners

Addresses on curbs for identification for emergency services

Hilliner School needs police assistance to crossing guard, traffic not following school zone speed limits or stopping for children crossing

Tint windows at SE Senior Center

Grantee Unique Appendices

 Midland Reporter-Telegram	ORDER CONFIRMATION Today's Date: 3/7/2024 P.O. Number: Description: CDBG 2024 Public Meeting Announcement Campaign Id: 11005538 Sales Rep: kevin.scannell@hearstnp.com																		
Bill To CITY OF MIDLAND COMMUNITY DEVELOPMENT SYLVESTER CANTU PO BOX 1152 MIDLAND, TX 79702 Tel: 432 685-7408 Account Id: 21001546	Advertiser CITY OF MIDLAND COMMUNITY DEVELOPMENT SYLVESTER CANTU PO BOX 1152 MIDLAND, TX 79702 Tel: 432 685-7408 Account Id: 21001546																		
Additional Details Order Contact Name: Isaac Garnett Comments:	Cost Summary Gross Amount: \$ 197.50 Agency Commission: \$ 0.00 Net Amount: \$ 197.50 Sales Tax: \$ 0.00 Order Total: \$ 197.50																		
Prepayment Details Pre-Payment Amount Pre-Payment Date Pre-Payment Card No Pre-Payments on this order																			
Print <table><thead><tr><th>Product</th><th>Section / Position / Classified Category</th><th>Start</th><th>End</th><th>Color</th><th>Ad Size(s)</th></tr></thead><tbody><tr><td>Midland Reporter Online</td><td>Section Placeholder Any Legals</td><td>3/8/2024</td><td>3/15/2024</td><td></td><td></td></tr><tr><td>Midland Reporter-Telegram</td><td>Section Placeholder Any Legals</td><td>3/8/2024</td><td>3/8/2024</td><td></td><td>3x20.706</td></tr></tbody></table>		Product	Section / Position / Classified Category	Start	End	Color	Ad Size(s)	Midland Reporter Online	Section Placeholder Any Legals	3/8/2024	3/15/2024			Midland Reporter-Telegram	Section Placeholder Any Legals	3/8/2024	3/8/2024		3x20.706
Product	Section / Position / Classified Category	Start	End	Color	Ad Size(s)														
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Midland Reporter-Telegram	Section Placeholder Any Legals	3/8/2024	3/8/2024		3x20.706														

Page 1 of 2 | Order 11005538

Annual Action Plan

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COPY OF ADVERTISEMENT

Content shown below may not be actual size and is scaled for proofing.

The City of Midland is pleased to announce the FY2024/2025 Community Development Block Grant (CDBG) application cycle community input meetings. The City of Midland will hold a community meeting at the following times and dates.

- Martin Luther King Recreation Center- 2300 Butternut Lane on March 13, 2024, at 6:00pm.
- Casa De Amigos Senior Center- 1101 Garden Lane on March 13, 2024, at 10:00am
- Midland Southeast Senior Center- on March 14, 2024, at 9:00am

Please contact the CDBG office for assistance and significant dates for upcoming related activities. Prospective applicants must call our office to obtain an application soon. CDBG funds are to be used primarily on programs and projects that benefit low and moderate-income people. The city will receive approximately \$1,067,091.00 for the 2024/2025 CDBG program year. The allocation for 2024/2025 has not yet been officially determined. Many types of public service programs are eligible for CDBG funding. However, the city may only allocate 15% of the total grant to public services. Other eligible activities include infrastructure improvements, public facilities, housing programs, economic development, and program administration.

If you have any question please call Wanda Valles, CDBG Program Coordinator at 432-685-7472 or Isaac G. Garnett, Division Manager at 432-685-7408.



Midland
Reporter-Telegram

ORDER CONFIRMATION

Today's Date: 3/27/2024
P.O. Number:
Description: PY2024 CDBG Application Cycle Announcement
Campaign Id: 11006383
Sales Rep: kevin.scannell@hearstnp.com

Bill To

CITY OF MIDLAND COMMUNITY DEVELOPMENT
SYLVESTER CANTU
PO BOX 1152
MIDLAND, TX 79702
Tel: 432 685-7408
Account Id: 21001546

Advertiser

CITY OF MIDLAND COMMUNITY DEVELOPMENT
SYLVESTER CANTU
PO BOX 1152
MIDLAND, TX 79702
Tel: 432 685-7408
Account Id: 21001546

Additional Details

Order Contact Name: Isaac Garnett
Comments:

Cost Summary

Gross Amount: \$ 179.25
Agency Commission: \$ 0.00
Net Amount: \$ 179.25
Sales Tax: \$ 0.00
Order Total: \$ 179.25

Prepayment Details

Pre-Payment Amount	Pre-Payment Date	Pre-Payment Card
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No Pre-Payments on this order

Print

Product	Section / Position / Classified Category	Start	End	Color	Ad Size(s)
Midland Reporter Online	Section Placeholder Any Legals	3/30/2024	4/5/2024		
Midland Reporter-Telegram	Section Placeholder Any Legals	3/30/2024	3/30/2024		3x16.044

COPY OF ADVERTISEMENT

Content shown below may not be actual size and is scaled for proofing.

The City of Midland is pleased to announce the 2024/2025 Community Development Block Grant (CDBG) program application cycle. Please contact the CDBG office for a schedule and significant dates regarding the application process. Prospective applicants must call or email our office to obtain an application. Only applications from agencies that have been cleared as eligible applicants by this office will be accepted on or about April 05, 2024, through April 26, 2024, COB. If you need assistance preparing the application, call us to arrange training. The last day for training will be on April 26, 2024.

CDBG funds are to be used primarily on programs and projects that benefit low and moderate-income persons. The city will receive approximately \$1,067,091 for the 2024/2025 CDBG program. Many types of public service programs are eligible for CDBG funding. However, the city may only allocate 15% of the total grant to public services. Other eligible activities include infrastructure improvements, public facilities, housing programs, economic development, and program administration.

If you have any question please call Wanda Valles, CDBG Program Coordinator at 685-7472 or Isaac G. Garnett, Department Manager at 685-7408.



Midland
Reporter-Telegram

ORDER CONFIRMATION

Today's Date: 5/20/2024
P.O. Number:
Description: CDP Public Hearing Notice May 28, 2024
Campaign Id: 11010463
Sales Rep: kevin.scannell@hearstnp.com

Bill To

CITY OF MIDLAND COMMUNITY DEVELOPMENT
SYLVESTER CANTU
PO BOX 1152
MIDLAND, TX 79702
Tel: 432 685-7408
Account Id: 21001546

Advertiser

CITY OF MIDLAND COMMUNITY DEVELOPMENT
SYLVESTER CANTU
PO BOX 1152
MIDLAND, TX 79702
Tel: 432 685-7408
Account Id: 21001546

Additional Details

Order Contact Name: Isaac Garnett
Comments:

Cost Summary

Gross Amount: \$ 244.88
Agency Commission: \$ 0.00
Net Amount: \$ 244.88
Sales Tax: \$ 0.00
Order Total: \$ 244.88

Prepayment Details

Pre-Payment Amount	Pre-Payment Date	Pre-Payment Card
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No Pre-Payments on this order

Print

Product	Section / Position / Classified Category	Start	End	Color	Ad Size(s)
Midland Reporter Online	Section Placeholder Any Legals	5/22/2024	5/28/2024		
Midland Reporter-Telegram	Section Placeholder Any Legals	5/22/2024	5/22/2024		3x26.544

COPY OF ADVERTISEMENT

Content shown below may not be actual size and is scaled for proofing.

COMMUNITY DEVELOPMENT PROGRAM PUBLIC HEARING, I

The City Council of Midland, Texas will hold the first of two **public hearing** in the City Council Chambers, **City Hall**, 300 N. Lorraine, Midland, Texas, on **May 28, 2024**, at 10:00 a.m. The purpose of the public hearing is to allow the public to participate in the development of the City's 2024/2025 Community Development Program Annual Action Plan and the Five-Year Consolidated Plan.

The city will receive a grant of approximately \$973,411 for 2023/2024 from the U.S. Department of Housing and Urban Development. The city also expects to utilize \$60,000 in program income and prior CDBG balance funding (\$400,000) totaling \$1,433,411. A minimum of 70% of CDBG funds must be allocated to projects that benefit low- and moderate income persons. Examples of activities eligible for CDBG funding are housing rehabilitation, sidewalk and street improvement, park improvements, code enforcement, lot clearance, economic development, and public services.

For further information, call the City's Community Development Office at 685-7408 or 685-7472.

Any disabled person needing special accommodations or hearing-impaired person wishing to have an interpreter should request services through the City Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting the Compliance Coordinator for the City of Midland at (432) 685-7250.

FAIR HOUSING is the Law. The HUD national Housing Discrimination Claim Hotline number is 1-800-669-9777 (TDD, 1-800-927-9275).



Midland
Reporter-Telegram

ORDER CONFIRMATION

Today's Date: 5/28/2024
P.O. Number:
Description: Community Development Program Public Hearing - June 11, 2024
Campaign Id: 11011032
Sales Rep: kevin.scannell@hearstnp.com

Bill To

CITY OF MIDLAND COMMUNITY DEVELOPMENT
SYLVESTER CANTU
PO BOX 1152
MIDLAND, TX 79702
Tel: 432 685-7408
Account Id: 21001546

Advertiser

CITY OF MIDLAND COMMUNITY DEVELOPMENT
SYLVESTER CANTU
PO BOX 1152
MIDLAND, TX 79702
Tel: 432 685-7408
Account Id: 21001546

Additional Details

Order Contact Name: Isaac Garnett
Comments:

Cost Summary

Gross Amount: \$ 244.88
Agency Commission: \$ 0.00
Net Amount: \$ 244.88
Sales Tax: \$ 0.00
Order Total: \$ 244.88

Prepayment Details

Pre-Payment Amount	Pre-Payment Date	Pre-Payment Card
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No Pre-Payments on this order

Print

Product	Section / Position / Classified Category	Start	End	Color	Ad Size(s)
Midland Reporter Online	Section Placeholder Any Legals	6/1/2024	6/7/2024		
Midland Reporter-Telegram	Section Placeholder Any Legals	6/1/2024	6/1/2024		3x26.544

COPY OF ADVERTISEMENT

Content shown below may not be actual size and is scaled for proofing.

COMMUNITY DEVELOPMENT PROGRAM PUBLIC HEARING, II

The City Council of Midland, Texas will hold the second of two public hearings in the City Council Chambers, City Hall, 300 N. Loraine, Midland, Texas, on **June 11, 2024**, at 10:00 a.m. The purpose of the public hearing is to allow the public to participate in the development of the City's 2024/2025 Community Development Program Annual Action Plan and the Five-Year Consolidated Plan.

The city will receive a grant of approximately \$973,411 for 2024/2025 from the U.S. Department of Housing and Urban Development. The city also expects to utilize \$60,000 in program income and prior CDBG fund balance of (\$400,000) totaling \$1,433,411. A minimum of 70% of CDBG funds must be allocated to projects that benefit low-and-moderate income persons. Examples of activities eligible for CDBG funding are housing rehabilitation, sidewalk and street improvement, park improvements, code enforcement, lot clearance, economic development, and public services.

For further information, call the City's Community Development Office at 432-685-7408 or 432-685-7472.

Any disabled person needing special accommodations or hearing-impaired person wishing to have an interpreter should request services through the City Secretaries Department at least 48 hours prior to the scheduled meeting by contacting the Deputy City Secretary for the City of Midland at (432) 685-7910.

FAIR HOUSING is the Law. The HUD national Housing Discrimination Claim Hotline number is 1-800-669-9777 (TDD, 1-800-927-9275).

Grantee SF-424's and Certification(s)

View Burden Statement		OMB Number: 4040-0004 Expiration Date: 12/31/2022	
Application for Federal Assistance SF-424			
* 1. Type of Submission: ☐ Preapplication ☒ Application ☐ Changed/Corrected Application		* 2. Type of Application: ☐ New ☒ Continuation ☐ Revision	
		* If Revision, select appropriate letter(s): * Other (Specify): 	
* 3. Date Received: 3/23/2024		4. Applicant Identifier: 	
5a. Federal Entity Identifier: 73186579		5b. Federal Award Identifier: TX483564 MIDLAND	
State Use Only:			
6. Date Received by State:		7. State Application Identifier:	
8. APPLICANT INFORMATION:			
* a. Legal Name: CITY OF MIDLAND			
* b. Employer/Taxpayer Identification Number (EIN/TIN): 75-6800608		* c. UEI: 0Y2186579000	
d. Address:			
* Street1: 300 N. LORAINE		Street2:	
* City: MIDLAND		County/Parish:	
* State: TX: Texas		Province:	
* Country: USA: UNITED STATES		Zip / Postal Code: 79702	
e. Organizational Unit:			
Department Name: DEVELOPMENT SERVICES		Division Name: COMMUNITY DEVELOPMENT	
f. Name and contact information of person to be contacted on matters involving this application:			
Prefix: Mr.		* First Name: ISAAC	
Middle Name: G.		Last Name: GARNETT	
Suffix:		Title: COMMUNITY DEVELOPMENT MANAGER	
Organizational Affiliation: CITY OF MIDLAND			
* Telephone Number: 432-685-7408		Fax Number:	
* Email: igarnett@midlandtexas.gov			

Application for Federal Assistance SF-424		
* 9. Type of Applicant 1: Select Applicant Type: C: City or Township Government		
Type of Applicant 2: Select Applicant Type: 		
Type of Applicant 3: Select Applicant Type: 		
* Other (specify): 		
* 10. Name of Federal Agency: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT		
11. Catalog of Federal Domestic Assistance Number: 14.218		
CFDA Title: COMMUNITY DEVELOPMENT BLOCK GRANT		
* 12. Funding Opportunity Number: B-23-NC-48-0023		
* Title: COMMUNITY DEVELOPMENT BLOCK GRANT		
13. Competition Identification Number: B-24-NC-48-0023		
Title: COMMUNITY DEVELOPMENT BLOCK GRANT		
14. Areas Affected by Project (Cities, Counties, States, etc.): Add Attachment Delete Attachment View Attachment		
* 15. Descriptive Title of Applicant's Project: The CDBG funding will be used to support community revitalization activities and projects within low/moderate income census tracts.		
Attach supporting documents as specified in agency instructions. Add Attachments Delete Attachments View Attachments		

Application for Federal Assistance SF-424																																	
16. Congressional Districts Of: * a. Applicant 11 * b. Program/Project 11 																																	
Attach an additional list of Program/Project Congressional Districts if needed. Add Attachment Delete Attachment View Attachment																																	
17. Proposed Project: * a. Start Date: 10/01/2024 * b. End Date: 09/30/2024 																																	
18. Estimated Funding (\$): <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 30%;">* a. Federal</td> <td style="text-align: right;">973,411.00</td> </tr> <tr> <td>* b. Applicant</td> <td style="background-color: yellow;"></td> </tr> <tr> <td>* c. State</td> <td style="background-color: yellow;"></td> </tr> <tr> <td>* d. Local</td> <td style="background-color: yellow;"></td> </tr> <tr> <td>* e. Other</td> <td style="text-align: right;">417,396.00</td> </tr> <tr> <td>* f. Program Income</td> <td style="text-align: right;">60,000.00</td> </tr> <tr> <td>* g. TOTAL</td> <td style="text-align: right;">1,450,807.00</td> </tr> </table>		* a. Federal	973,411.00	* b. Applicant		* c. State		* d. Local		* e. Other	417,396.00	* f. Program Income	60,000.00	* g. TOTAL	1,450,807.00																		
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* d. Local																																	
* e. Other	417,396.00																																
* f. Program Income	60,000.00																																
* g. TOTAL	1,450,807.00																																
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process? ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on . ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review. ☒ c. Program is not covered by E.O. 12372.																																	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.) ☐ Yes ☒ No If "Yes", provide explanation and attach Add Attachment Delete Attachment View Attachment																																	
21. "By signing this application, I certify (1) to the statements contained in the list of certifications" and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances" and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001) ☒ ** I AGREE ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.																																	
Authorized Representative: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 15%;">Prefix:</td> <td style="width: 30%;">Mrs.</td> <td style="width: 15%;">* First Name:</td> <td style="width: 40%;">Lori</td> </tr> <tr> <td>Middle Name:</td> <td colspan="3"></td> </tr> <tr> <td>* Last Name:</td> <td colspan="3">Blong</td> </tr> <tr> <td>Suffix:</td> <td colspan="3"></td> </tr> <tr> <td>* Title:</td> <td colspan="3">MAYOR</td> </tr> <tr> <td>* Telephone Number:</td> <td colspan="2">432-685-7200</td> <td>Fax Number: </td> </tr> <tr> <td>* Email:</td> <td colspan="3">lblong@midlandtexas.gov</td> </tr> <tr> <td>* Signature of Authorized Representative:</td> <td colspan="2" style="text-align: center;"> </td> <td>* Date Signed: 7/23/2024 </td> </tr> </table>		Prefix:	Mrs.	* First Name:	Lori	Middle Name:				* Last Name:	Blong			Suffix:				* Title:	MAYOR			* Telephone Number:	432-685-7200		Fax Number:	* Email:	lblong@midlandtexas.gov			* Signature of Authorized Representative:			* Date Signed: 7/23/2024
Prefix:	Mrs.	* First Name:	Lori																														
Middle Name:																																	
* Last Name:	Blong																																
Suffix:																																	
* Title:	MAYOR																																
* Telephone Number:	432-685-7200		Fax Number:																														
* Email:	lblong@midlandtexas.gov																																
* Signature of Authorized Representative:			* Date Signed: 7/23/2024																														

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-004C), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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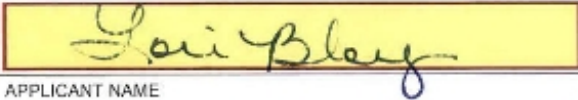
Standard Form 424B (Rev. 7-97)
Prescribed by GMB Circular A-102

Annual Action Plan

2024
13.66

61

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from: (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Mayor
APPLICANT NAME	DATE SUBMITTED
Lori Blong	07/23/2024

Standard Form 424B (Rev. 7-97) Back

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

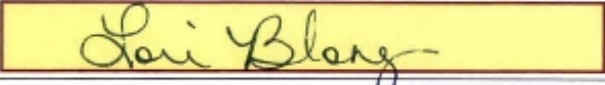
- Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
- Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
- Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
- Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
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Prescribed by OMB Circular A-102

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11986; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Midland	7/23/24

SF-424D (Rev. 7-97) Back

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

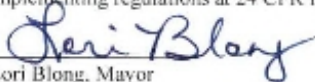
Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-L.L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

 7/9/24
Lori Blong, Mayor Date

Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation — It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan — Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan — It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds — It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available;

2. Overall Benefit. The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) _____ (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force — It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its

jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

Compliance with Laws -- It will comply with applicable laws.

 7/5/24
Lori Blong Date

Mayor
Title

**OPTIONAL CERTIFICATION
CDBG**

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having a particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Lori Blong 7/5/24
Lori Blong Date

Mayor

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING:

A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



City Council Meeting

Item Number: 14
Meeting Date: July 23, 2024
To: City Council / City Manager
From: Carl Craigo, Director
Subject: MOTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MIDLAND, THE CITY OF ABILENE, AND THE CITY OF SAN ANGELO REGARDING THE INITIAL DESIGN AND CONSTRUCTION OF AN INFRASTRUCTURE SYSTEM NECESSARY FOR THE PRODUCTION AND CONVEYANCE OF GROUNDWATER PURCHASED BY SAID CITIES FROM FORT STOCKTON HOLDINGS, L.P. (DISTRICT: ALL) (UTILITIES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)

Purpose:

This motion will finalize an agreement between the three Cities to execute phase one of development of the Fort Stockton groundwater source.

Recommended City Council Action:

Approve

Fiscal Impact:

There is no funding tied to the MOU.

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

This MOU will allow the three Cities to move forward with a consultant to move the project into phase one.

Pre & Out

City Manager's Office

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this “MOU”), dated effective as of the Effective Date (as defined below), is entered into by and among the City of Abilene, Texas, a home rule municipal corporation operating pursuant to its City Charter and the laws of the State of Texas (“Abilene”), the City of Midland, Texas, a home rule municipal corporation operating pursuant to its City Charter and the laws of the State of Texas (“Midland”), and the City of San Angelo, Texas, a home rule municipal corporation operating pursuant to its City Charter and the laws of the State of Texas (“San Angelo”). Abilene, Midland and San Angelo are each referred to individually herein as a “Party”, and collectively as the “Parties”.

RECITALS:

WHEREAS, the Parties have determined that they have common issues related to securing adequate water supplies for their respective residents; and

WHEREAS, the Parties have been cooperating in the evaluation, selection, and development of water management strategies to address such issues; and

WHEREAS, as part of that cooperation, pursuant to that certain Untreated Groundwater Supply Contract between Midland and Fort Stockton Holdings, L.P., a Texas limited partnership, dated effective May 12, 2020 (the “Groundwater Contract”) Midland purchased 28,400 acre-feet of groundwater from Fort Stockton Holdings, L.P., and through an Interlocal Agreement dated effective as of May 14, 2020 by and among the Parties (the “Initial ILA”), assigned an undivided interest in the groundwater to Abilene and San Angelo with 8400 acre-feet of such groundwater being assigned to Abilene and 5000 acre-feet of such groundwater being assigned to San Angelo, and with Midland retaining 15,000 acre-feet of such groundwater; and

WHEREAS, the Initial ILA further provided that the out-of-pocket costs and expenses incurred by the Parties in connection with the initial design, laying and construction of the Infrastructure (as defined in the Initial ILA) would be borne by and paid for proportionally by Abilene in accordance with Abilene’s Pro-Rata Share (as defined in the Initial ILA), by Midland in accordance with Midland’s Pro-Rata Share (as defined in the Initial ILA), and by San Angelo in accordance with San Angelo’s Pro-Rata Share (as defined in the Initial ILA); and

WHEREAS, the Parties intend for the initial design, laying and construction of the Infrastructure (as defined in the Initial ILA) (the “Project”) to be completed in multiple phases; and

WHEREAS, the Parties are ready to move forward with the initial phase of the Project (“Phase 1”) and desire to further define in this MOU the rights and responsibilities of the Parties as they relate to the development of Phase 1 of the Project.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. PROJECT - PHASE 1

1.1. Technical Advisory Committee

- 1.1.1. The City Managers and Water Utility Directors of each Party shall make up a Technical Advisory Committee.
- 1.1.2. The Technical Advisory Committee will be responsible for making decisions related to the technical requirements of the Project and making recommendations to the Policy Committee (as defined herein).
- 1.1.3. Minutes shall be taken at each meeting of the Technical Advisory Committee. The representative(s) on the Technical Advisory Committee from the respective city hosting the meeting of the Technical Advisory Committee shall be responsible for preparing minutes of the meeting, unless otherwise agreed among the members of such Committee. Such minutes shall be approved by all members of the Technical Advisory Committee to be considered final. Final copies of all minutes shall be shared with all members of the Technical Advisory Committee and the Policy Committee (as defined herein).

1.2. Phasing. Project work will be conducted in phases as agreed upon by the Technical Advisory Committee.

- 1.2.1. Phase 1 Objectives. The overall objectives for Phase 1 of the Project are set forth on Schedule 1 attached hereto.

1.3. Securing Contractors and Consultants. All contractors and consultants for the Project shall be secured through procurement processes conducted by Midland.

- 1.3.1. All procurements shall comply with all State and Federal rules, regulations and statutes applicable to procurement processes.
- 1.3.2. Prior to advertising any requests for proposals or competitive bids for proposed contracts with contractors or consultants (including, without limitation, with engineering consultants, hydrologists, environmental consultants, and land acquisition professionals) Midland shall seek input from the Technical Advisory Committee on the development of lists of qualified contractors and consultants to solicit for bids or proposals and the scope of the proposed contract. No contract related to the Project that is for the benefit of all Parties shall be submitted for Midland City Council consideration or otherwise executed unless Abilene and San Angelo have been given an opportunity to first offer objections to and/or approval of the scope of the contract, the qualifications of the proposed contractor or consultant, or the selection of the contractor or consultant. Notwithstanding any contrary provision contained in this MOU, or the provisions of this Section 1.3, the award and execution of any such contract between Midland

and a contractor or consultant shall be in the discretion of the Midland City Council.

1.3.3. Each Party shall designate a representative from the Technical Advisory Committee to serve as such Party's point of contact with the contractors and consultants hired to work on the Project. All contracts for work under this MOU shall contain provisions allowing such designated representatives of each Party to contact the contractor or consultant for discussions and updates on the work. Any material information gained from a contractor or consultant shall be shared with the other designated representatives of the Parties.

1.3.4. Costs of all contracts approved under this MOU shall be shared proportionately by the Parties in accordance with their respective Pro-Rata Shares (as defined in the Initial ILA). Costs for any contracts related to the Project executed prior to the execution of this MOU shall be borne by the Party executing the contract and will not be a shared cost. Payments to contractors or consultants shall be made by Midland with reimbursement by Abilene and San Angelo of their respective Pro-Rata Shares (as defined in the Initial ILA) of such payment(s), unless otherwise required by any Party's bond counsel. On a quarterly basis, Midland shall send to Abilene and to San Angelo invoices reflecting the respective Pro-Rata Shares (as defined in the Initial ILA) of costs incurred during the then preceding calendar quarter for which such parties are obligated to reimburse Midland under the terms and provisions of this MOU, and within thirty (30) days of Abilene's and San Angelo's receipt of each such invoice from Midland, Abilene and San Angelo shall pay Midland the respective amounts of such invoices.

1.4. Lobbyist. The cost of any lobbyist hired by a Party related to this MOU shall be paid by the Party hiring such lobbyist and such cost shall not be a shared expense.

1.5. Policy Committee. The Mayors of the Parties shall comprise a policy committee (the "Policy Committee") that shall meet as necessary to develop policy direction for the Project. The City Manager of each Party may also attend meetings of the Policy Committee. Minutes shall be taken at each meeting of the Policy Committee. The representative(s) on the Policy Committee from the respective city hosting the meeting of the Policy Committee shall be responsible for preparing minutes of the meeting, unless otherwise agreed among the members of such Committee. Such minutes shall be approved by all members of the Policy Committee to be considered final. Final copies of all minutes shall be shared with all members of the Policy Committee and the Technical Advisory Committee.

2. **INFRASTRUCTURE**. All Infrastructure (as defined in the Initial ILA) and all real property interests (including, without limitation, easements and rights-of-way) acquired or used by the Parties in connection with such Infrastructure shall be jointly owned by the Parties in accordance with their respective Pro-Rata Shares (as defined in the Initial ILA). Each Party agrees to work cooperatively in assisting any other Party in connection with

such other Party securing debt as necessary for the financing of such other Party's rights and obligations under the Project, including the execution of all necessary documents to that end.

3. **TERM.** This MOU shall be effective for all purposes as of the date the last Party signs this MOU (the "Effective Date") and shall continue until the earlier to occur of (i) the expiration or termination of the Groundwater Contract, or (ii) the completion of the work to be conducted under the terms and provisions of this MOU related to Phase 1 of the Project.

4. **SEVERAL LIABILITY.** Notwithstanding anything to the contrary contained in this MOU, the Parties acknowledge and agree that each Party shall have no liability or responsibility for any obligations or liabilities of any other Party under this MOU. In the event any Party pays any amount in connection with this MOU which is attributable to the obligations or liabilities of another Party to this MOU, upon written request such other Party shall promptly reimburse the paying Party for such amount.

5. **FINANCING REQUIREMENTS.**

5.1 Nature of Payments. The Parties understand and agree that any payments made to Midland under this MOU or under the Initial ILA constitute reasonable and necessary "operating expenses" of Abilene and San Angelo's waterworks system as defined in Section 1502.056 Texas Government Code, as amended.

5.2 Federal Tax Law Requirements. Midland understands and acknowledges that Abilene and San Angelo may wish to fund Abilene's Pro-Rata Share and San Angelo's Pro-Rata Share, respectively, at the lowest cost possible by issuing one or more series of debt obligations designated as "tax-exempt obligations" under Section 103 of the Internal Revenue Code of 1986 ("Tax-Exempt Bonds"). If either Abilene or San Angelo are required to deliver a no-arbitrage certificate, certificate as to tax exemption, or federal tax certificate (in any case, a "Tax Certificate") to satisfy requirements of the Internal Revenue Code, Midland agrees to provide, or cause to be provided, such facts and estimates as either Abilene or San Angelo reasonably considers necessary to enable it to execute and deliver its Tax Certificate. Midland represents that such facts and estimates will be based on its reasonable expectations on the date of issuance of the Tax-Exempt Bonds and will be, to the best of the knowledge of the officers of Midland providing such facts and estimates, true, correct and complete as of such date. To the extent that it exercises control or direction over the use or investment of the proceeds of any Tax-Exempt Bonds, including, but not limited to, the use of the projects financed therewith, Midland further agrees that it will not knowingly make, or permit to be made, any use or investment of such funds that would cause any of the covenants or agreements of either Abilene or San Angelo contained in a Tax Certificate to be violated or that would otherwise have an adverse effect on the tax-exempt status of the interest payable on any Tax-Exempt Bonds for federal income tax purposes.

6. **FURTHER ASSURANCES.** The Parties each agree to execute and deliver such

other instruments, documents or agreements and to take such other actions as may be reasonably necessary or desirable for the implementation of this MOU and the consummation of the transactions contemplated herein. Each Party shall execute and deliver such additional instruments, documents, conveyances, or assurances and take such other actions as shall be reasonably necessary or desirable, or otherwise reasonably requested by any other Party, to confirm and assure the rights and obligations provided for in this MOU and to render effective the consummation of the transactions contemplated herein or otherwise to carry out the intent and purposes of this MOU. Additionally, the Parties agree to cooperate in the negotiation and execution of other such instruments, documents or agreements as necessary and appropriate to trigger the automatic extension of the term of the subject permit held by Fort Stockton Holdings, L.P., pursuant to Section 31.122(j) of the Texas Water Code.

7. GENERAL PROVISIONS.

- 7.1 Notices. All notices, requests, demands and claims, if any, under this MOU shall be in writing and addressed to the intended recipient as set forth below:

If to the City of Abilene:

City of Abilene
Attn: City Manager
PO Box 60
Abilene, Texas 79604

If to the City of Midland:

City of Midland
Attn: City Manager
300 N. Loraine
Midland, Texas 79701

If to the City of San Angelo:

City of San Angelo
Attn: City Manager
72 W College Ave.
San Angelo, Texas 76903

- 7.2 Assignment. This MOU shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this MOU or any of its rights, interests, obligations or liabilities under this MOU without the prior written consent of the other Parties.
- 7.3 Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would

cause the application of the laws of any jurisdiction other than the State of Texas. THE PARTIES EXPRESSLY WAIVE TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF, CONNECTED WITH, OR RELATING TO THIS MOU.

- 7.4 Entire MOU; Amendments. This MOU constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they have related in any way to the subject matter of this MOU. This MOU may not be modified or amended except by an instrument in writing signed by all of the Parties hereto.
- 7.5 Severability. If any provision of this MOU shall be held invalid, illegal or incapable of being enforced, the validity, legality or enforceability of the other provisions of this MOU shall not be affected.
- 7.6 Construction. The Parties have participated jointly in the negotiation and drafting of this MOU. In the event an ambiguity or question of intent or interpretation arises, this MOU shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this MOU.
- 7.7 Headings. The headings of sections and subsections of this MOU are for guidance and convenience of reference only and shall not limit or otherwise affect any of the terms or provisions provided for herein.
- 7.8 No Third Party Beneficiaries. The Parties have entered into this MOU solely for their own benefit and agree that nothing herein shall be deemed or construed to confer any right, privilege or benefit on any person or entity other than the Parties hereto and their respective successors and permitted assigns. This MOU shall be for the sole and exclusive benefit of the Parties hereto and shall never be deemed or construed to confer any right, privilege or benefit on any third party.
- 7.9 Counterparts; Electronic Signatures. This MOU may be executed in any number of counterparts and each counterpart shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument. This MOU is not effective or enforceable until all Parties have signed it. Except as may otherwise be required by law, any signature to this MOU delivered by facsimile or scanned and sent via e-mail shall be deemed an original for all purposes.

[Remainder of page intentionally left blank; signature pages follow.]

EXECUTED by each Party hereto as of the date indicated underneath its respective signature, to be effective for all purposes as of the Effective Date.

CITY OF ABILENE, TEXAS

By: _____
Robert Hanna, City Manager

Date: _____

ATTEST:

Shawna Atkinson, City Secretary

APPROVED AS TO FORM ONLY:

Stanley Smith, City Attorney

CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Attorney

Date: _____

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED AS TO FORM ONLY:

John Ohnemiller, City Attorney

CITY OF SAN ANGELO, TEXAS

By: _____
Daniel Valenzuela, City Manager

Date: _____

ATTEST:

Heather Stastney, City Clerk

APPROVED AS TO FORM ONLY:

Theresa James, City Attorney

SCHEDULE 1

Attached to Memorandum of Understanding by and among the City of Abilene, Texas, the City of Midland, Texas and the City of San Angelo, Texas

Objectives of Phase 1 of the Project

Alignment/Routing Study

1. Well Field Preliminary Layout
2. Pump Station/Treatment plant siting
3. Pipeline Corridor

CRMWD Cooperative Strategies

1. Ward County Transmission System
2. Aquifer Storage and Recovery

Middle Pecos GCD

1. File two applications for new municipal well permits
2. Evaluate groundwater model update
3. Monitor updated GMA7 and GMA3 desired future conditions (DFCs)
4. Preparations for Permit Renewal/Response to potential challenges



City Council Meeting

Item Number: 15
Meeting Date: July 9, 2024, July 23, 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
WHEREAS, the City Council modified the authority of the Board of Adjustment
in PROPERTY; CONTAINING A CUMULATIVE CLAUSE;

CONTAINING A SAVINGS AND SEVERABILITY
Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and
CLAUSE; PROVIDING FOR A MAXIMUM PENALTY

WHEREAS, the Council finds that satisfactory evidence has been presented that
ON, ONE OR TWO THOUSAND DOLLARS (\$2,000.00), requested for
the special

ORDERING RECORDATION BY THE CITY

exception authorized by the Zoning Ordinance for the special exception will not be detrimental
to the

COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the Council finds that it is clearly and specifically authorized by
health, safety, comfort and welfare of the occupants of the land area near the tract
on which

terms of Section 11-1-7 to grant such a special exception, and said exception will
be in 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
harmonized with the general purposes and intent of the zoning provisions of the
Midland City

offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the
public, and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
interest to grant a special exception to the Zoning Ordinance, pursuant to Section 11-1-
CITY OF MIDLAND, TEXAS.
7, for

PACKET

15.4

July 23, 2024

the purposes herein stated, subject to special conditions;

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. SECTION FOUR. If any section, subsection, sentence, clause or phrase of this Ordinance is, in any section, subsection, sentence, clause or phrase of

A. That the minimum side yard setback on the east side of the Property shall be Ordinance is, in any section, subsection, sentence, clause or phrase of shall not conform

SECTION THREE. That the locations of all structures on the Property shall significantly affect the validity of the remaining portions of this Ordinance. The Council of the City of incorporated

other ordinances or parts of ordinances governing or regulating the same subject matter as Midland hereby declares that it would have passed this ordinance and each section,

that covered herein; provided, however, that all prior ordinances or parts of ordinances subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more

inconsistent with or in conflict with any of the provisions of this ordinance are hereby sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

expressly repealed to the extent of any such inconsistency or conflict.

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
PACKET 15.5 July 23, 2024

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. The above and foregoing ordinance was duly proposed, read in full and adopted on

by the law as an alternative method of publication.
first reading, the _____ day of _____, A.D., 2024; and passed to second reading

Council members voting "AYE":
on motion of Council member _____, seconded by Council member

Council members voting "NAY":

_____, by the following vote:
The above and foregoing ordinance was read in full and finally adopted by the

following vote upon motion of Council member _____, seconded by Council

Council members voting "AYE":
member _____, on the _____ day of _____, A.D., 2024, at a regular

Council members voting "NAY":
meeting of the City Council:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT

AND COMPLETENESS:

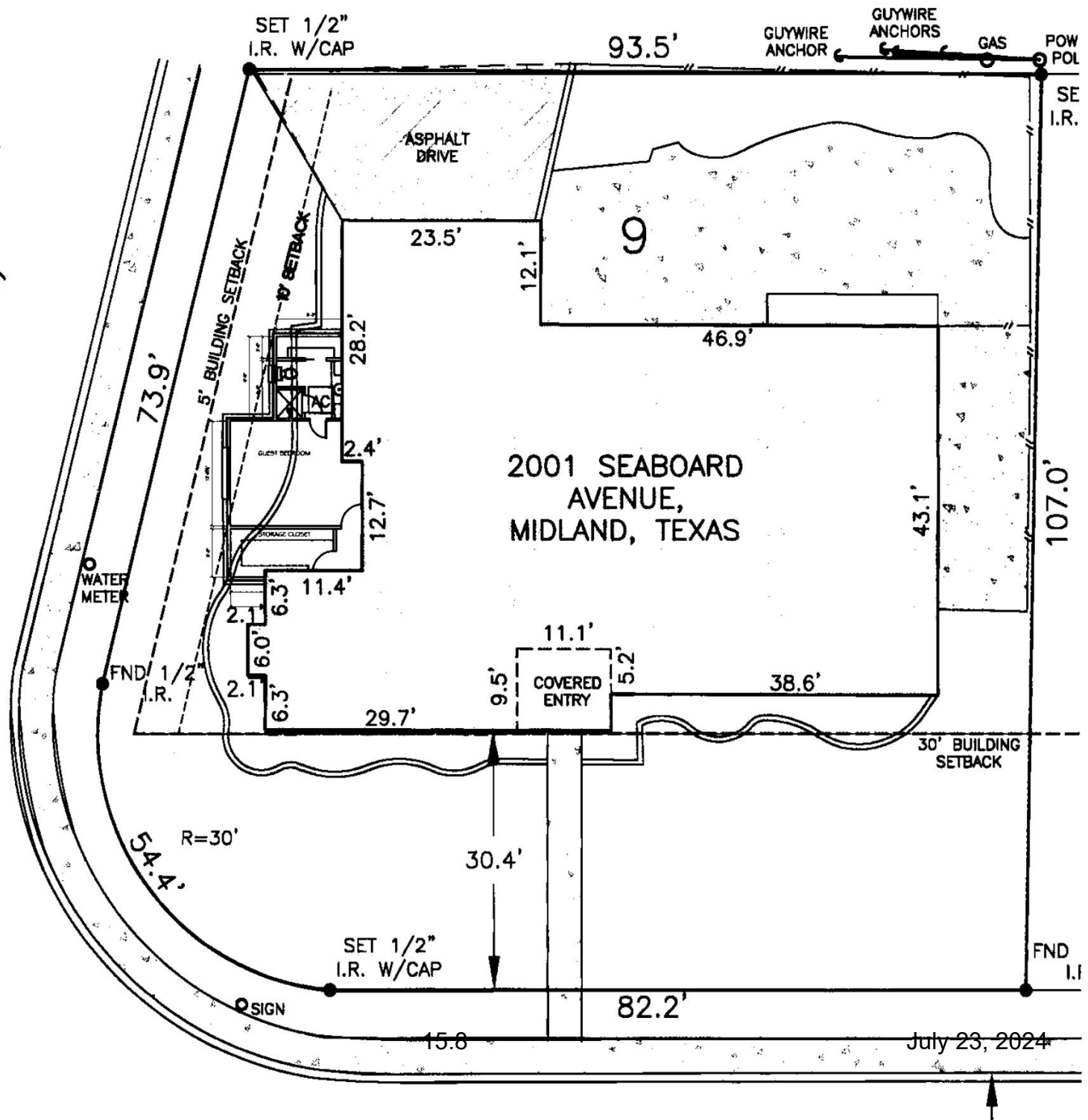
Elizabeth Triggs, Planning and Development

Officer

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

20' ALLEY



PACKET

~~July 23, 2024~~

SITKA
RESIDENCE

2001 SEABOARD
MIDLAND, TEXAS



ISSUES AND REVISIONS

NO.	DATE	ISSUES AND REVISIONS
1	01/23/24	REVIEW
2	01/31/24	REVISION
3	02/05/24	REVISION
4	02/20/24	DETAILS

GENERAL NOTES

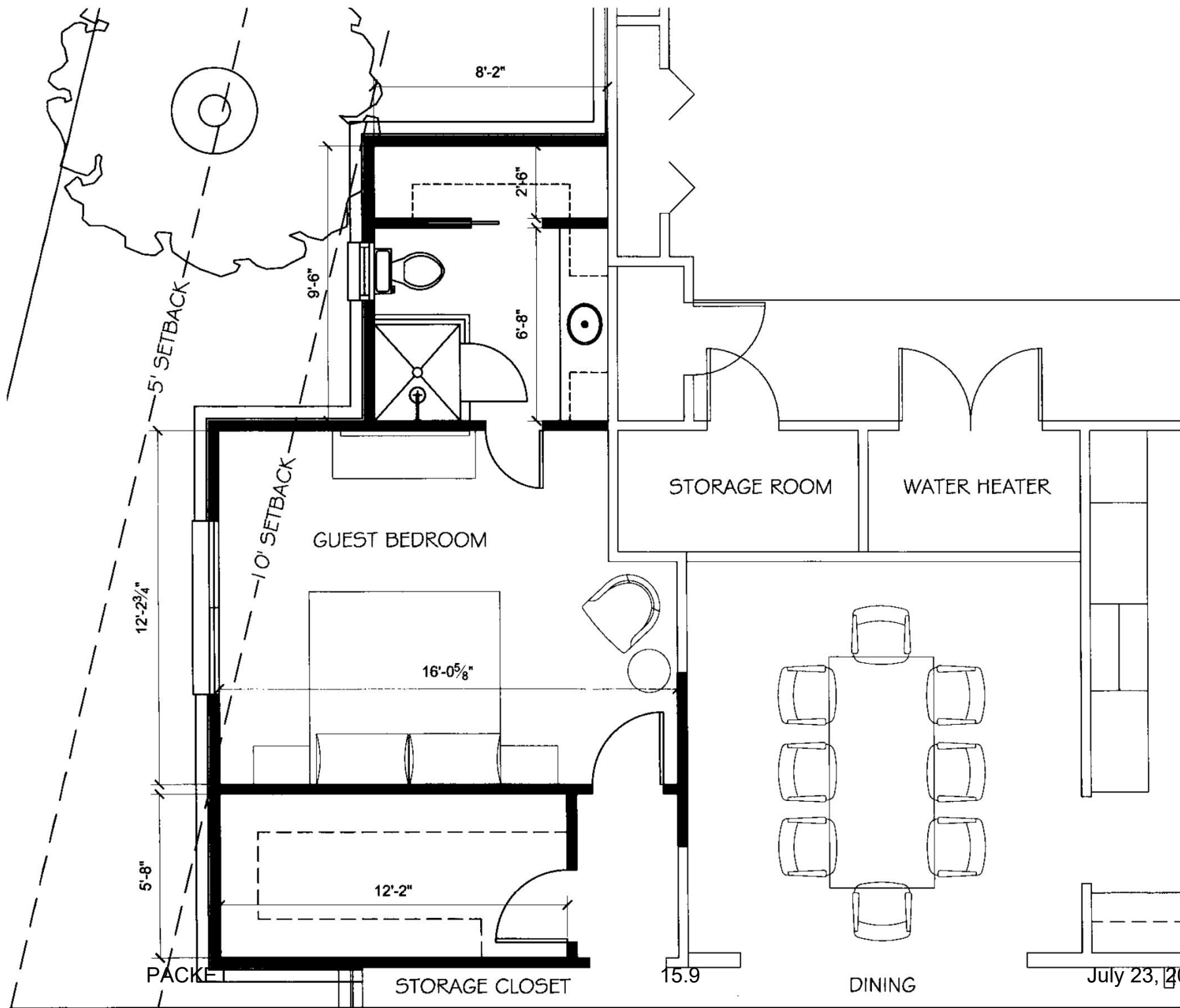
CONSTRUCTION LEGEND

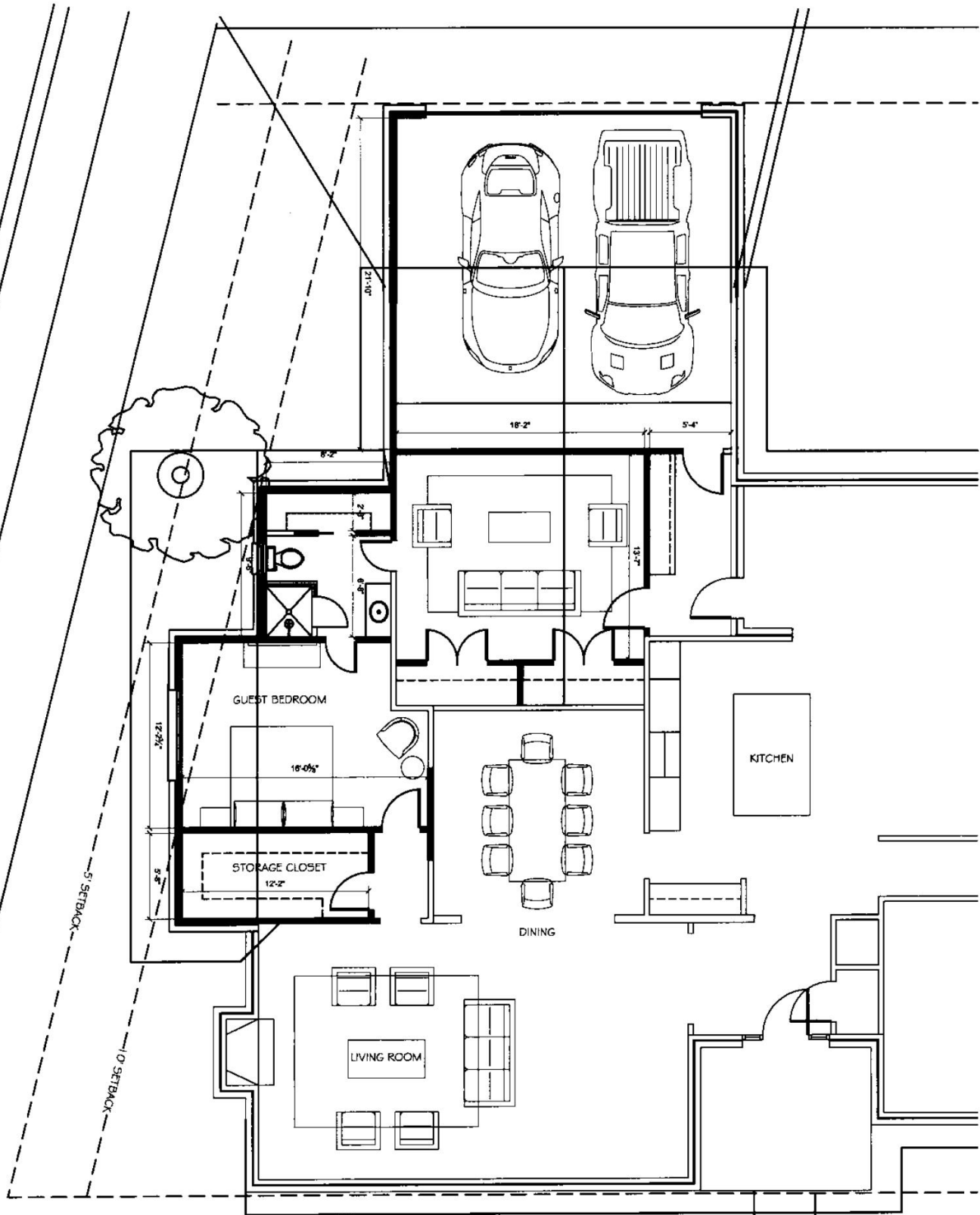
BRICK WALLS	—◇—
STUCCO WALLS	—◆—
CONCRETE WALLS	—◊—

ALL FURNITURE SHOWN IS DIAGRAMMATIC
AND DOES NOT REPRESENT ACTUAL
FURNITURE DIMENSIONS AND FOR PLACEMENT.
IT IS RECOMMENDED THAT THE CLIENT
CONSULT ALL DIMENSIONS AND PLACEMENT
OF EXISTING FURNITURE.

PROJECT NAME	SITKA RESIDENCE
PROJECT NUMBER	25.37
DESCRIPTION	PRELIMINARY SPACE PLAN
AREA CALCULATED	382 SF
PROJECT MANAGER	ALLISON CHANDO
CLIENT APPROVAL	

CONSTRUCTION PLAN





SITKA
RESIDENCE

2001 SEABOARD
MIDLAND, TEXAS



ISSUES AND REVISIONS

NO.	DATE	ISSUES AND REVISIONS
1	01/23/24	REVIEW
2	01/31/24	REVISION
3	02/05/24	REVISION
4	02/20/24	DETAILS

GENERAL NOTES

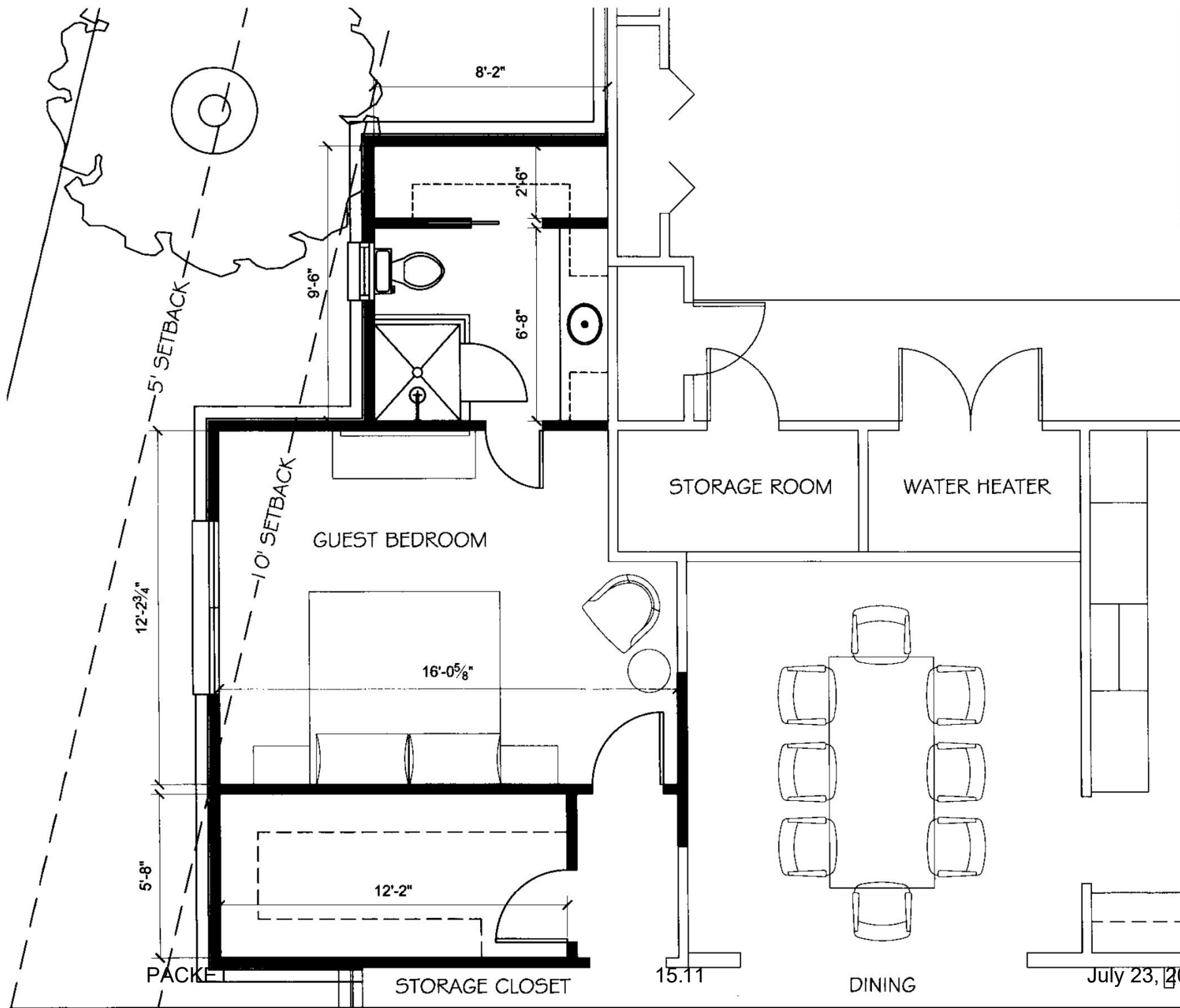
CONSTRUCTION LEGEND

BRICK WALLS	— ◆ —
STUCCO WALLS	— ◆ —
CONCRETE WALLS	— ◆ —

ALL FURNITURE SHOWN IS DIAGNOSTIC
AND DOES NOT REPRESENT ACTUAL
FURNITURE DIMENSIONS AND FOR PLACEMENT.
IT IS RECOMMENDED THAT THE CLIENT
CONSULT ALL DIMENSIONS AND PLACEMENT
OF EXISTING FURNITURE.

PROJECT NAME	SITKA RESIDENCE
PROJECT NUMBER	25.37
DESCRIPTION	PRELIMINARY SPACE PLAN
AREA CALCULATED	382 SF
PROJECT MANAGER	ALLISON CHANDO
CLIENT APPROVAL	

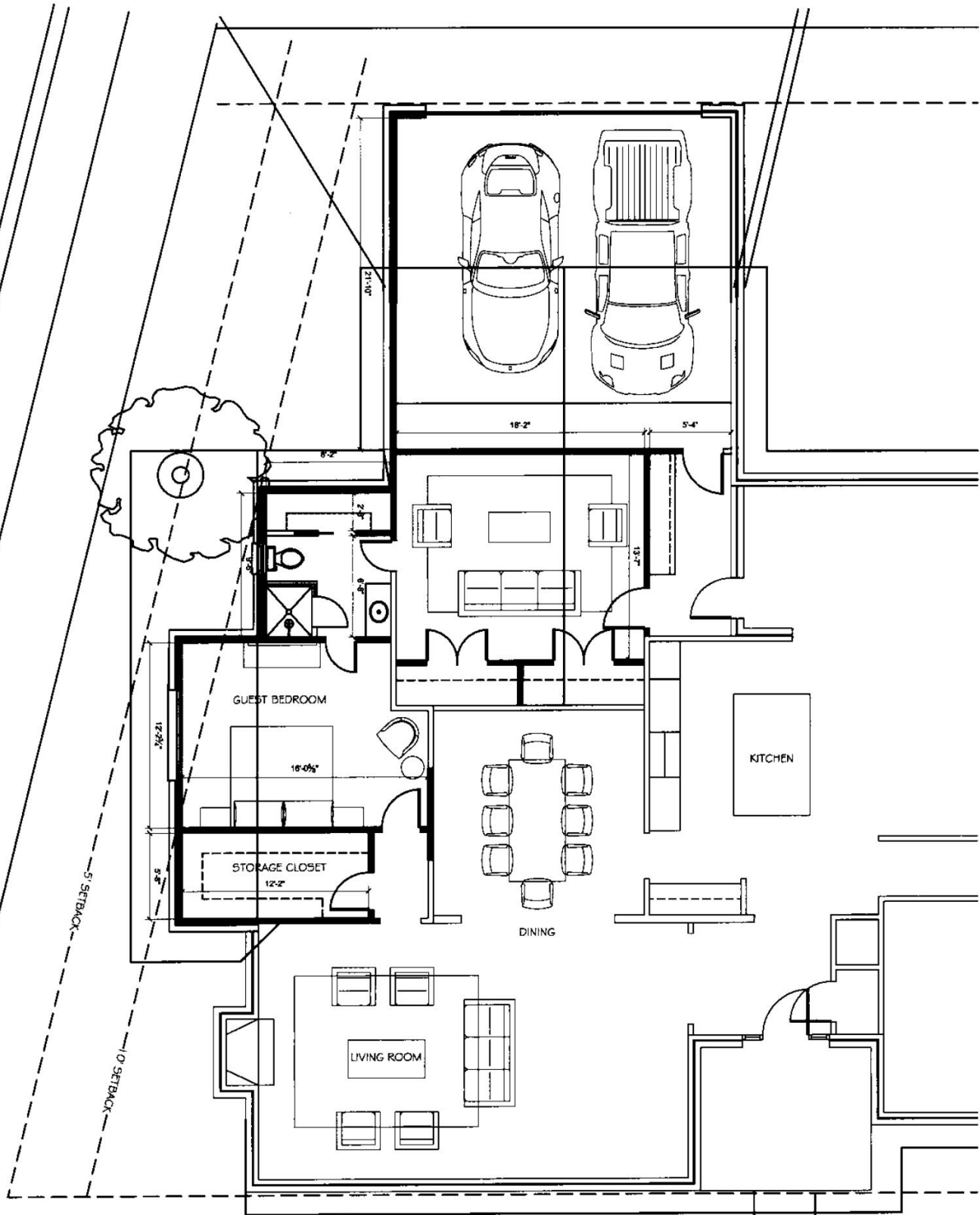
CONSTRUCTION PLAN



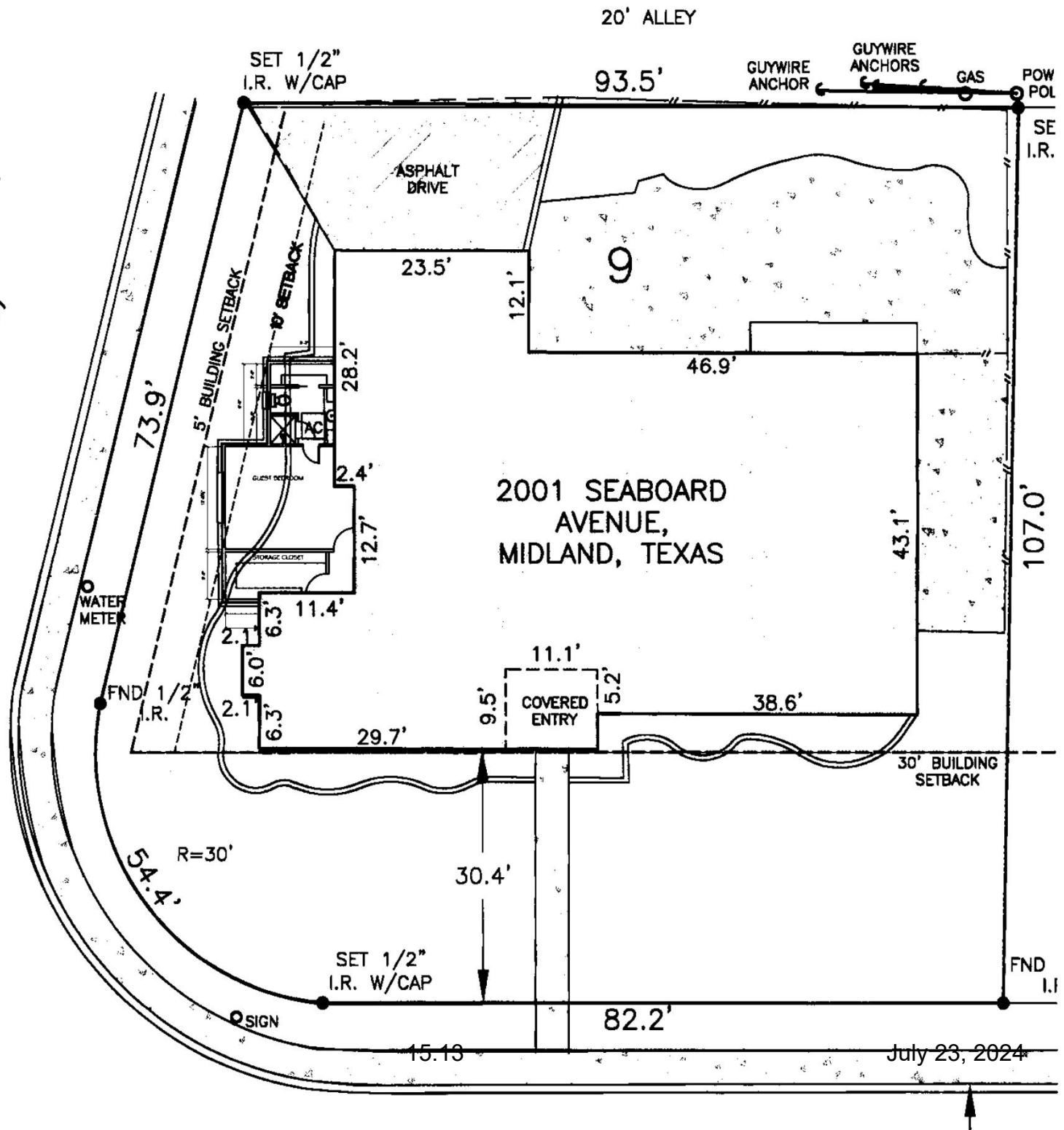
CONSTRUCTION PLAN

NOT TO SCALE

A2.00



NORTH "L" STREET
(60' RIGHT-OF-WAY)



PACKET

July 23, 2024



Special Exception Application

Project Number: _____

Case Number: _____

Applicant (if acting as Agent, see affidavit on page 2) Printed Name: <u>Brooks Sitka</u>		Phone (979) 733-7984 Email <u>brooks.sitka@gmail.com</u>	
Address <u>2001 Seaboard Ave</u>	City <u>Midland</u>	State <u>Tx</u>	Zip <u>79705</u>

Property Owner Printed Name: <u>Brooks Sitka</u>		Phone (979) 733-7984 Email <u>brooks.sitka@gmail.com</u>	
Address <u>2001 Seaboard Ave</u>	City <u>Midland</u>	State <u>Tx</u>	Zip <u>79705</u>

Representative (if different from Applicant or Property Owner) Firm: _____ Printed Name: _____		Phone () _____ Email _____	
Address _____	City _____	State _____	Zip _____

Street Address: 2001 Seaboard Ave, Midland, Tx 79705**Legal Description**
Lot: ~~009~~ 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)

SignaturesApplicant (signature): Brooks SitkaDate: 5/17/24Applicant (printed): Brooks SitkaProperty Owner (signature): Brooks SitkaDate: 5/17/24Property 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)

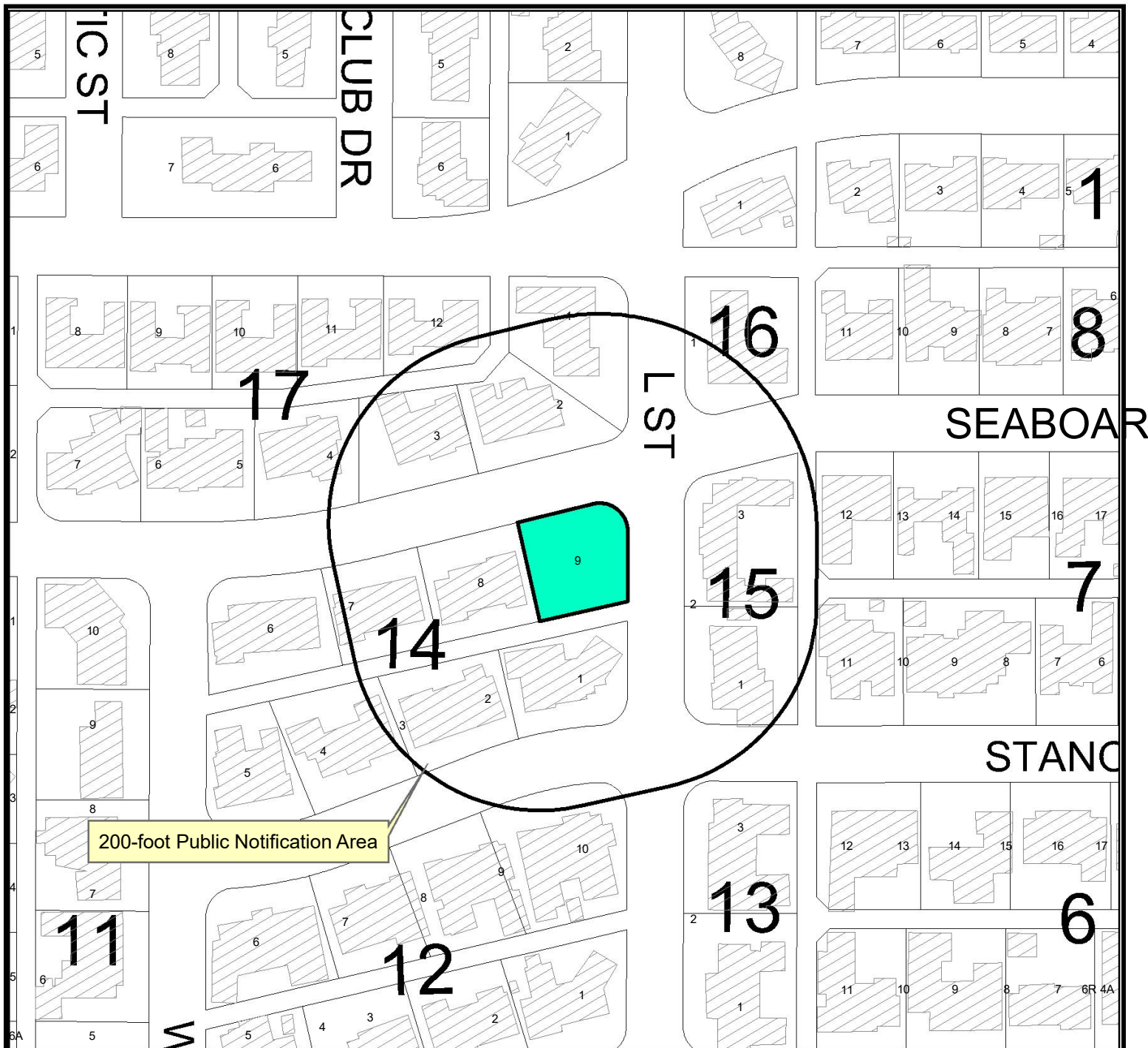
Subscribed and sworn to before me, this _____ day of _____, 20____, to certify which witness my hand and seal of office.

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**
MAY 20 2024Received By: [Signature]

Date: _____

BY:



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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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

July 23, 2024

PAGE 1

15.16

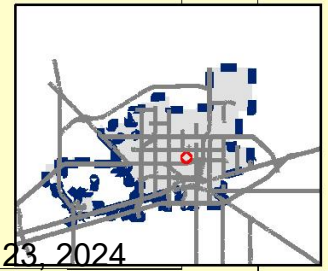
1ST

SF1

PACKET

15.17

July 23, 2024





17

L ST

16

S

14

9

12

13

14

PACKET

15.18

July 23, 2024



2001 Seaboard

Special Exception

Brooks Sitka

July 9, 2024



Visit Our Website:
MIDLANDTEXAS.GOV

PACKET

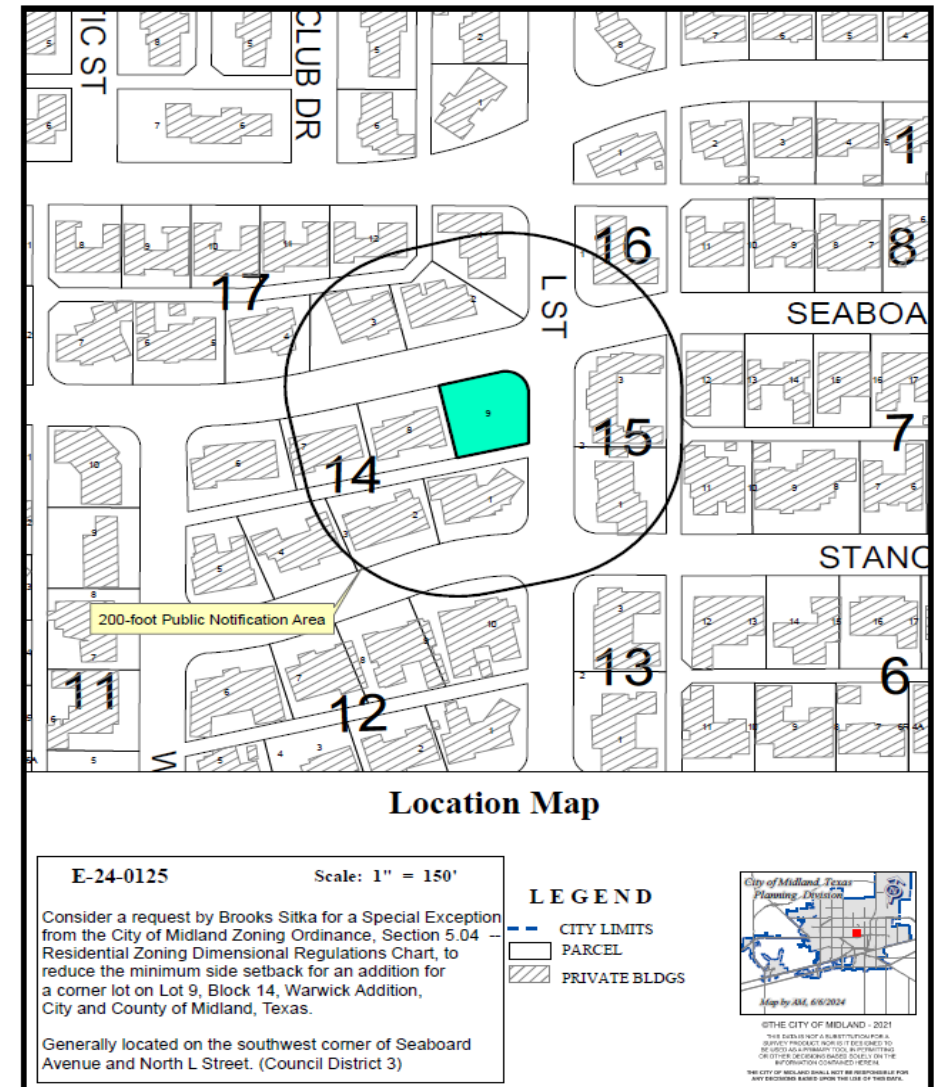
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15.19

July 23, 2024



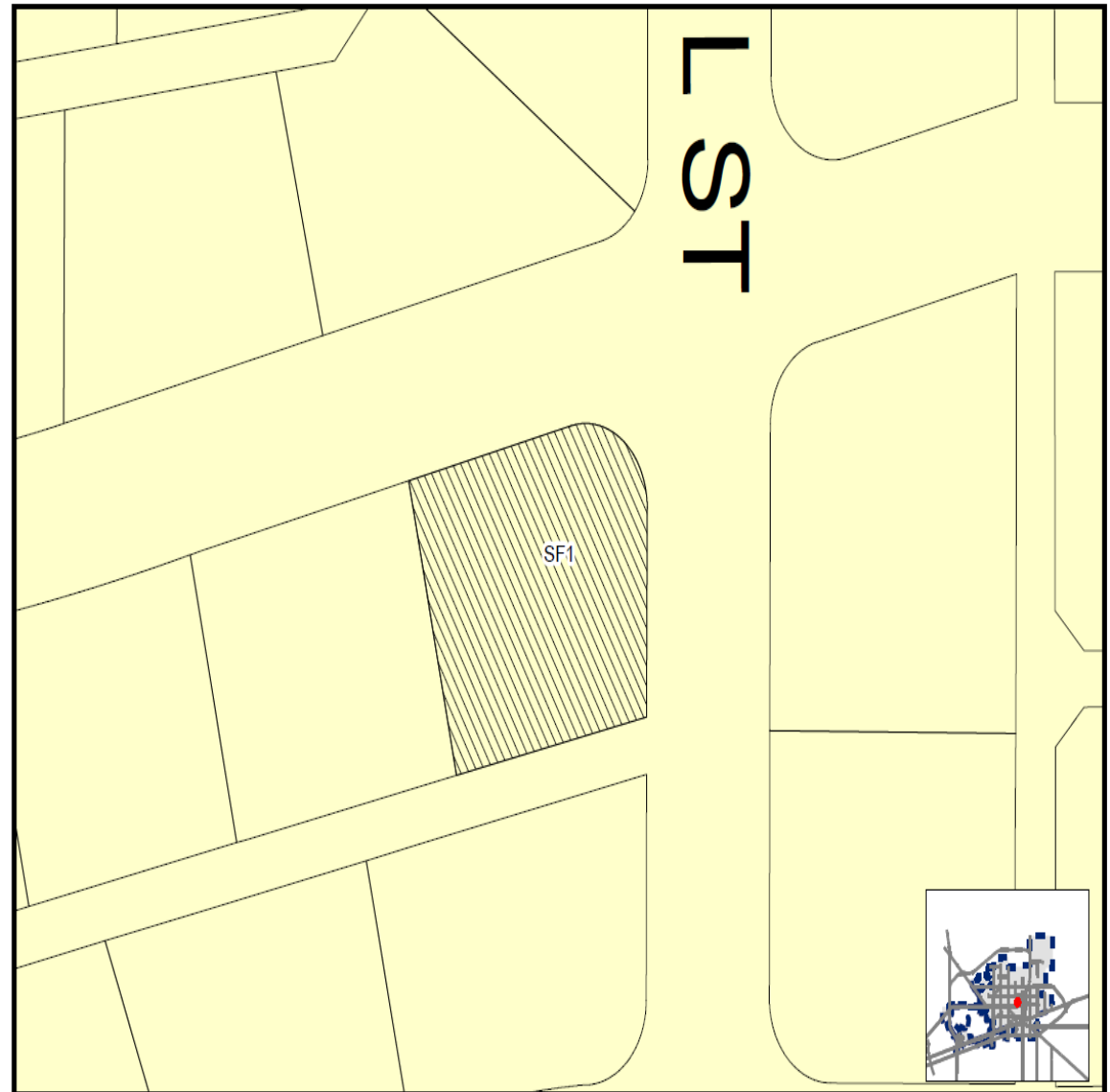
- Brooks Sitka
- Special Exception to 5.04 Residential Zoning District Dimensional Regulations Chart, to reduce the minimum side setback for an addition for a corner lot
- 2001 Seaboard



- Current Use: Residential
- Proposed Use: Residential



- **Currently Zoned: SF-1, Single Family Dwelling District**
- **Surrounding Zoning:**
 - **Surrounded all by SF-1, Single Family Dwelling District**



Map 434 6/6/2024

E-24-0125

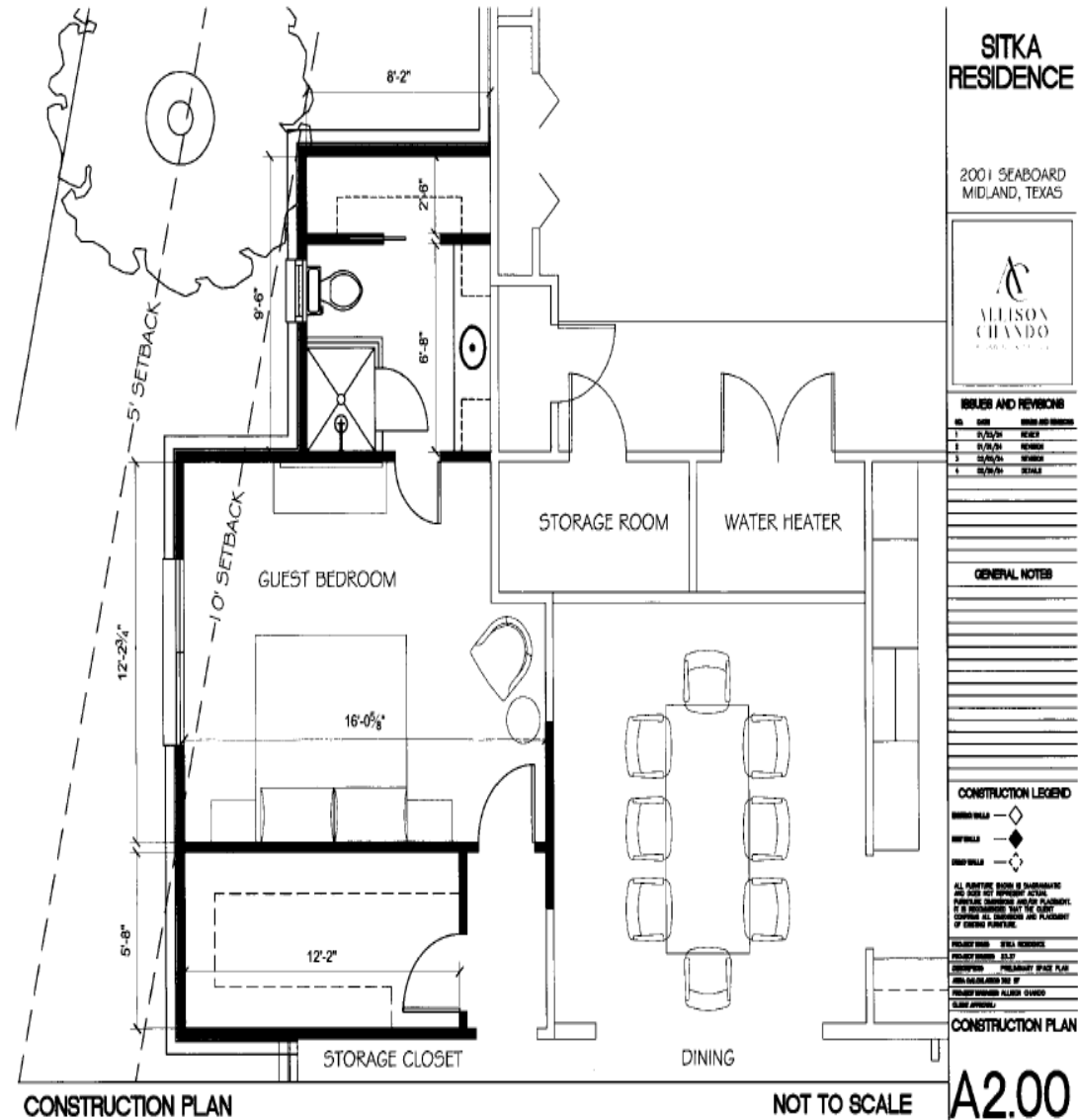
Scale: 1" = 50'

ZONING MAP

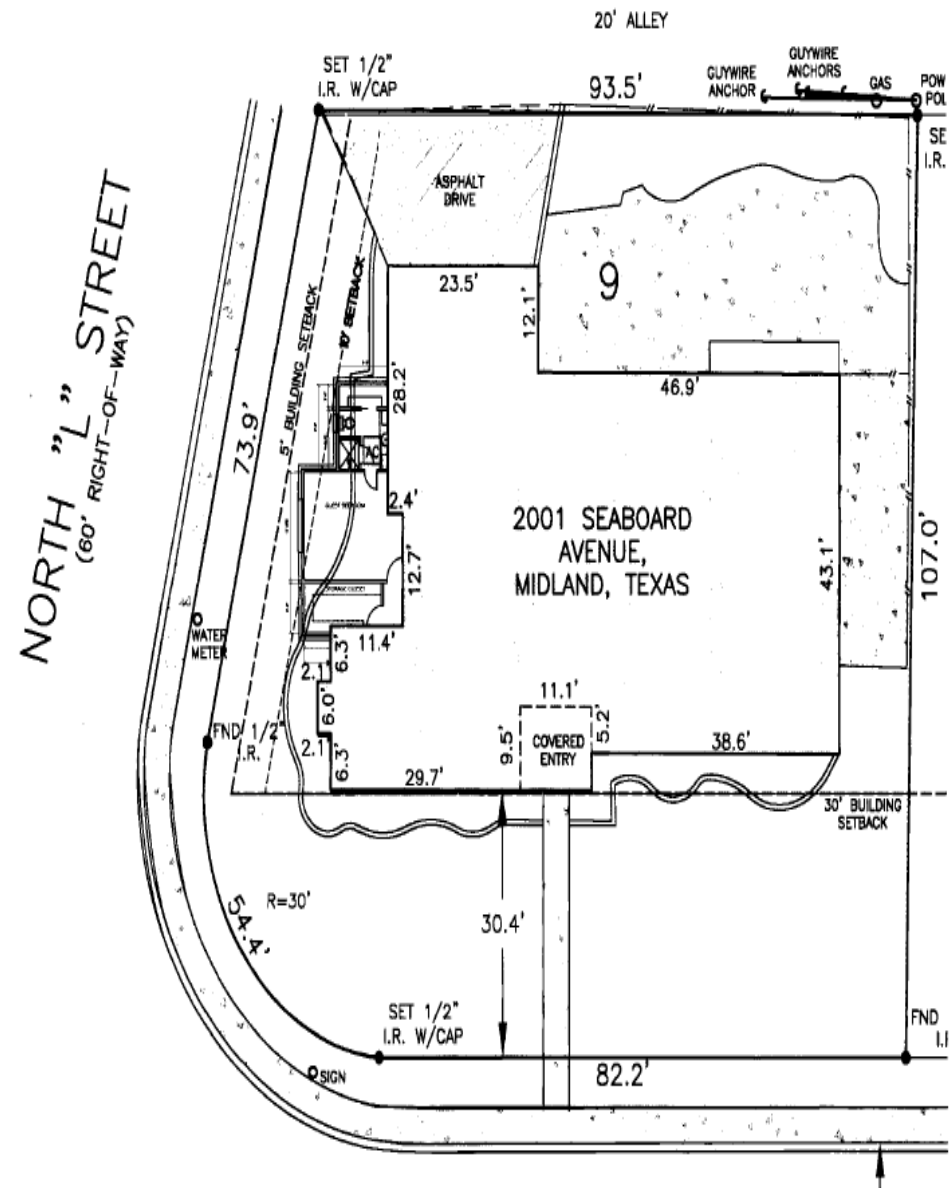


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- Request is to construct a building within the side setback.



- Request is to construct a building within the side setback.





- Staff recommends *NO ACTION* on this request as there is no hardship.
 - Staff has not received any objections



City Council Meeting

Item Number: 16
Meeting Date: July 9, 2024, July 23, 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



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

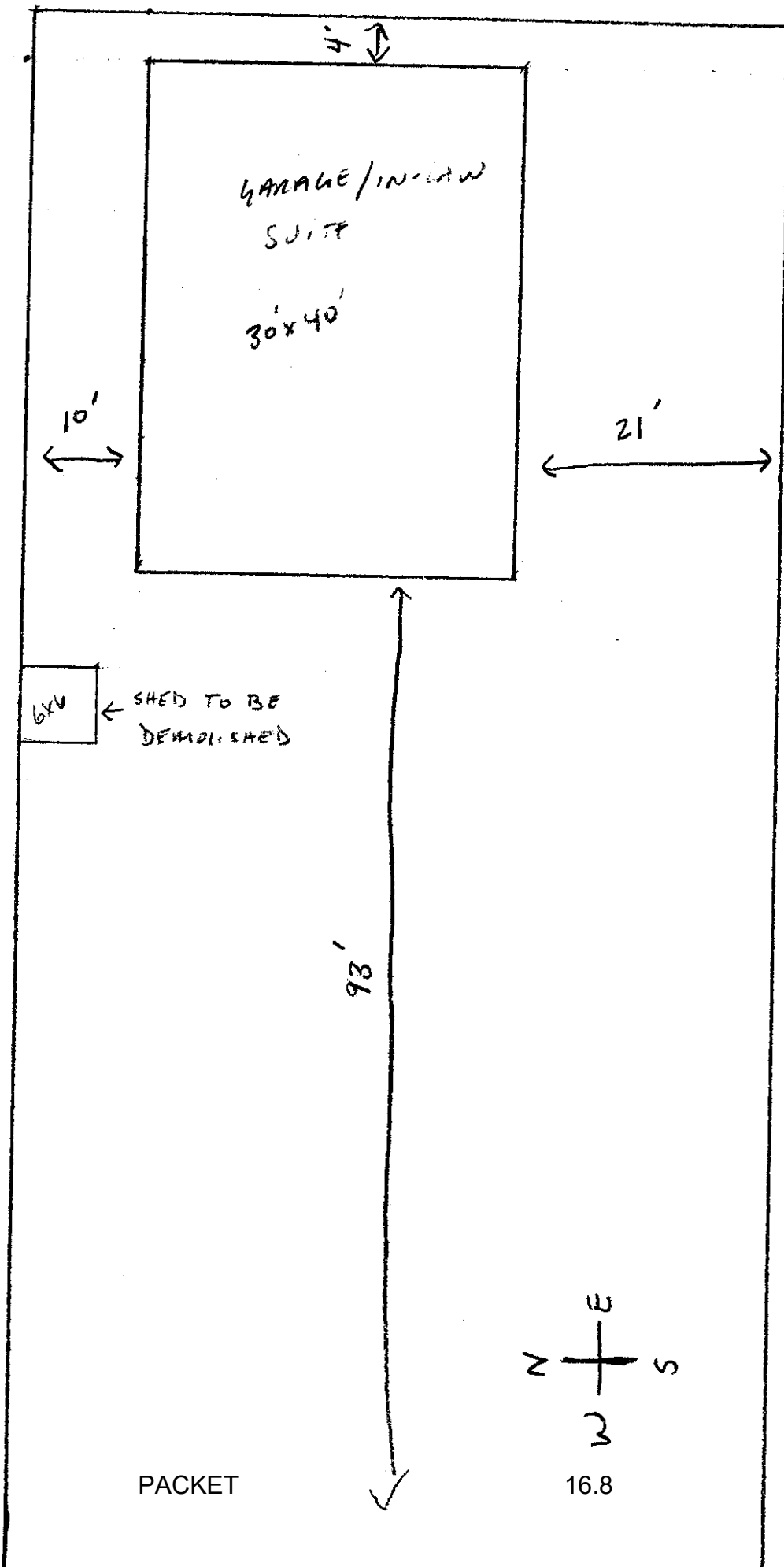
APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT "A"



July 23, 2024

S. FORT WORTH AVE.
(60 FOOT RIGHT-OF-WAY)

LOT 17

LOT 16, BLOCK 13
0.17 ACRES

LOT 15

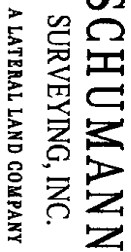
20 FOOT ALLEY

Diagram labels and dimensions:

- Top boundary: N13°53'21"W 60.00'
- Right boundary: N76°06'39"E 127.00'
- Bottom boundary: S11°01'37"E 60.07'
- Left boundary: S76°06'39"W 124.00'
- Internal features:
 - CONCRETE DRIVEWAY
 - CONCRETE SLAB
 - SHED
 - REINFORCED BAR SET (multiple locations)
- Grid coordinates:
 - Top right: GRID N: 10690472.55, N31.9985, W02.0701
 - Bottom left: GRID N: 10690444.07, N31.9864, W02.0696

THIS SURVEY DOES NOT GUARANTEE OWNERSHIP.
MONUMENTS ARE A 1 1/2" REINFORCING BAR SET WITH PLASTIC CAP
STAMPED "SCHUMANN" UNLESS OTHERWISE NOTED.

PROJECT: 77229EM
JOB NO.: 80,292



Office (432) 864-2646

July 23, 2024



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.

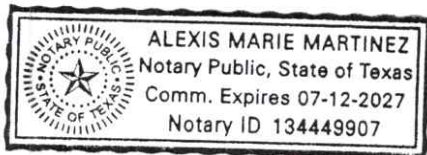
If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Quinlan Ezequiel 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.



NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☐ Property Owner Authorization

☐ Dimensioned Site Plan

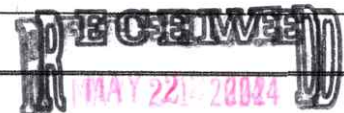
☐ Application Fee

☐ Plans in Digital Format (PDF/JPEG)

Check # 2424

Received By:

Date:



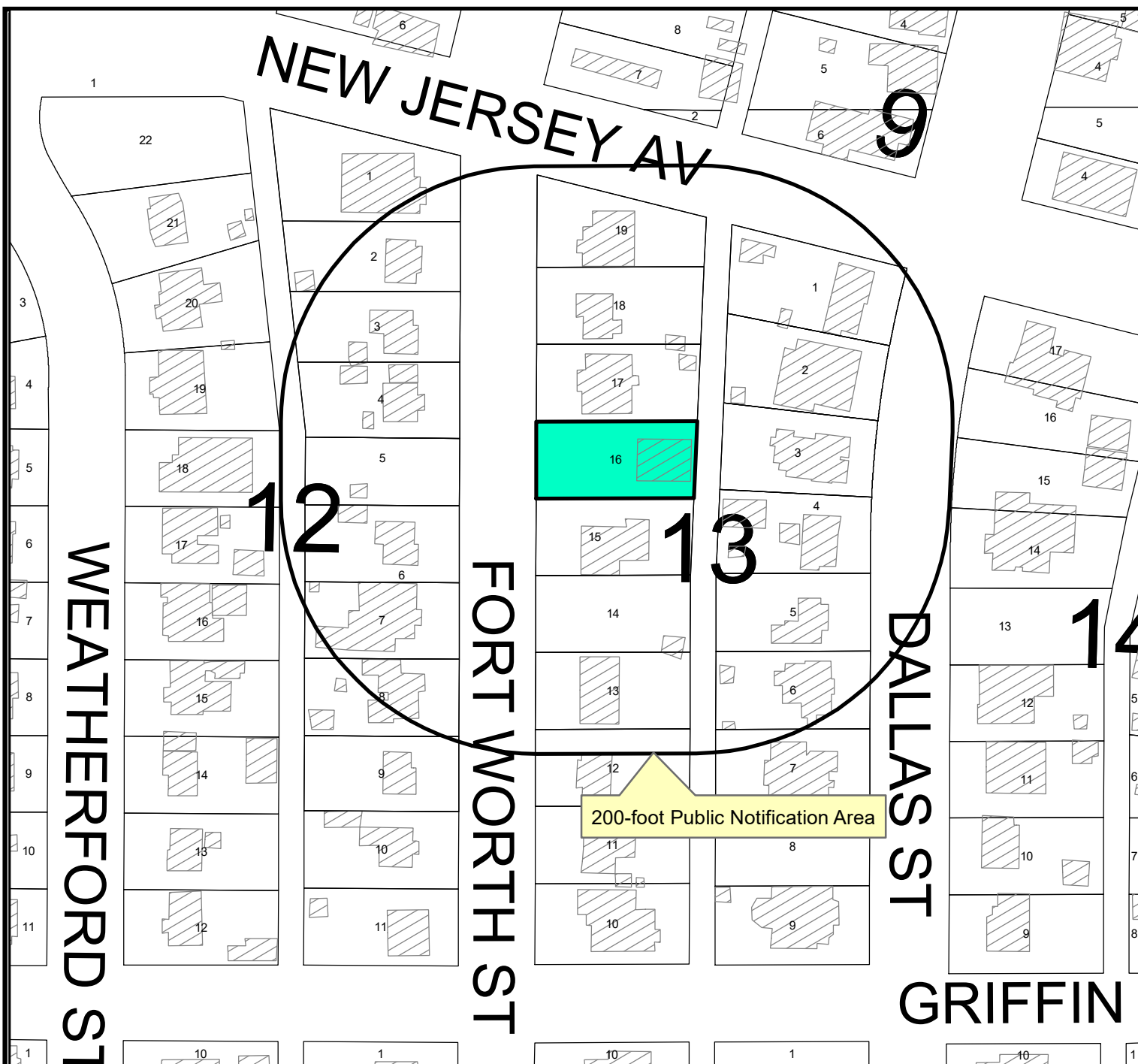
BY: _____

PACKET

16.11

July 23, 2024

****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

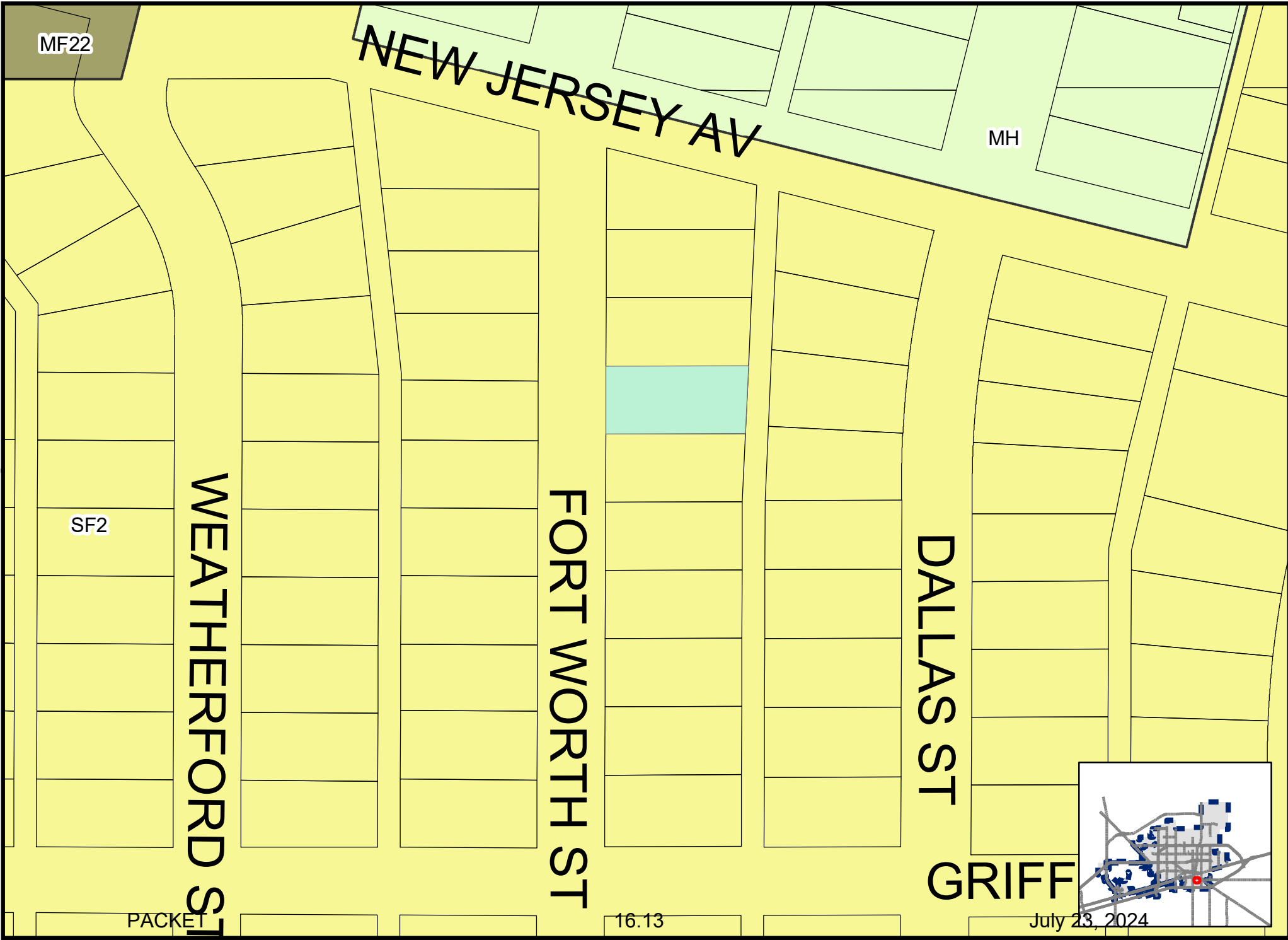


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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

July 23, 2024





Special Exception

1205 S Fort worth

July 9, 2024



Visit Our Website:
MIDLANDTEXAS.GOV

PACKET

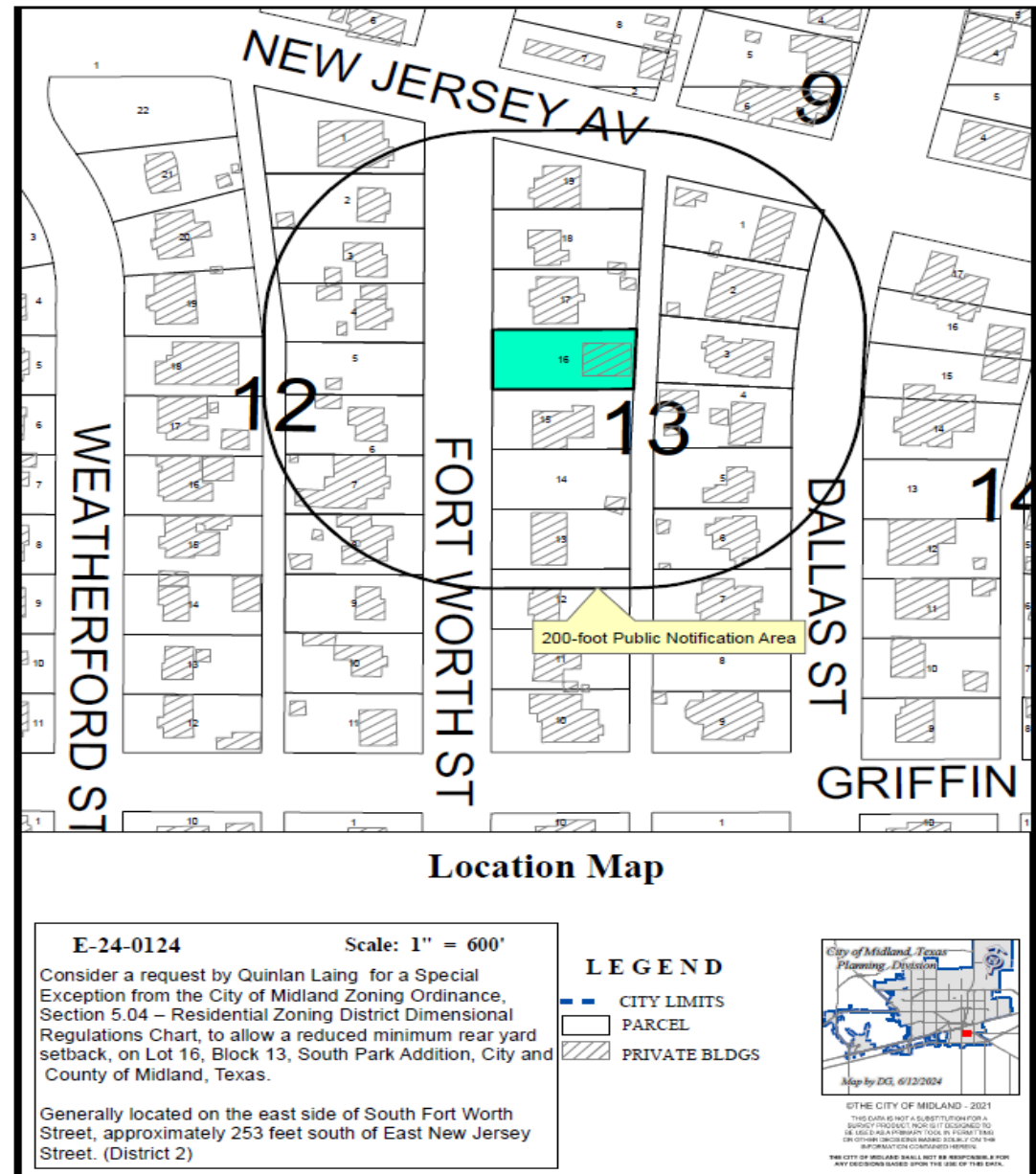
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16.14

July 23, 2024



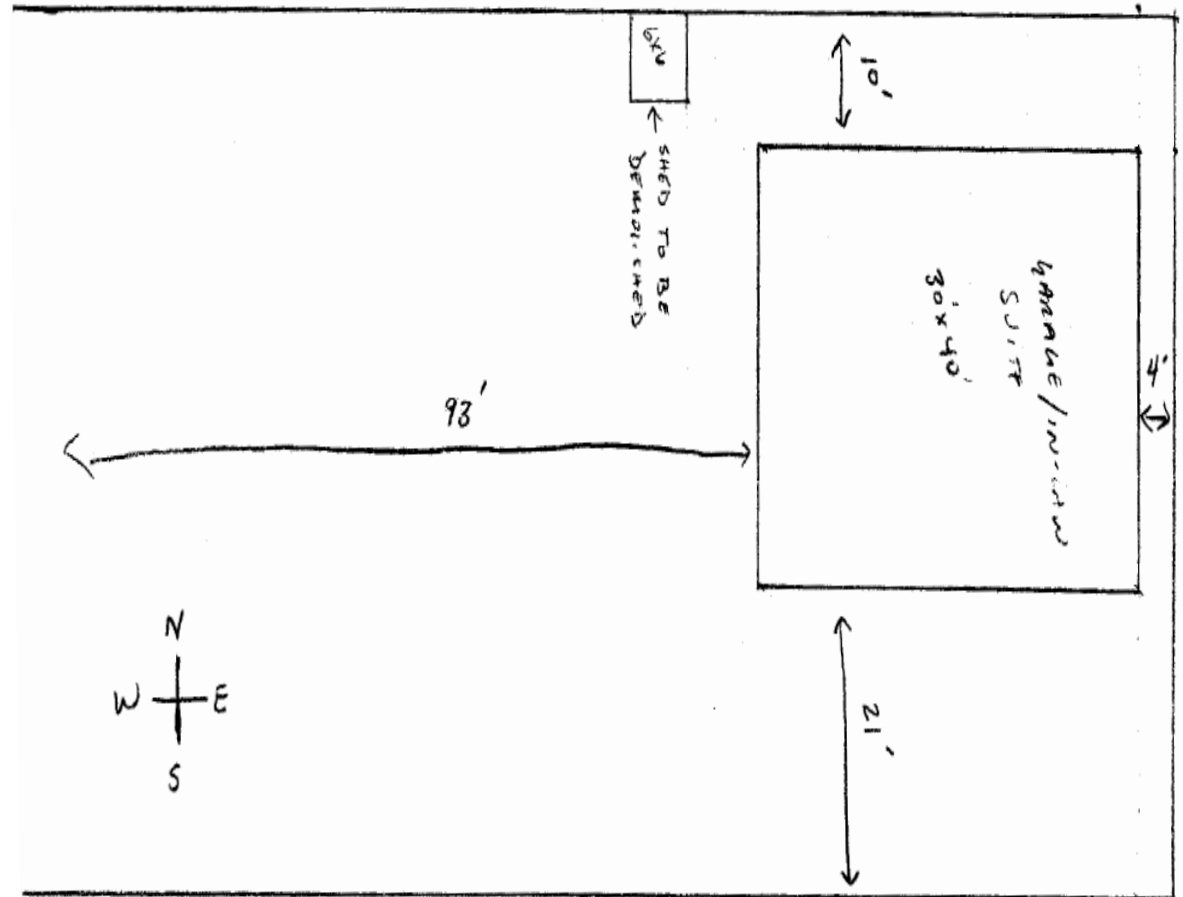
- Quinlan Laing
- Special Exception for reduced rear yard setback
- 1205 S. Fort Worth



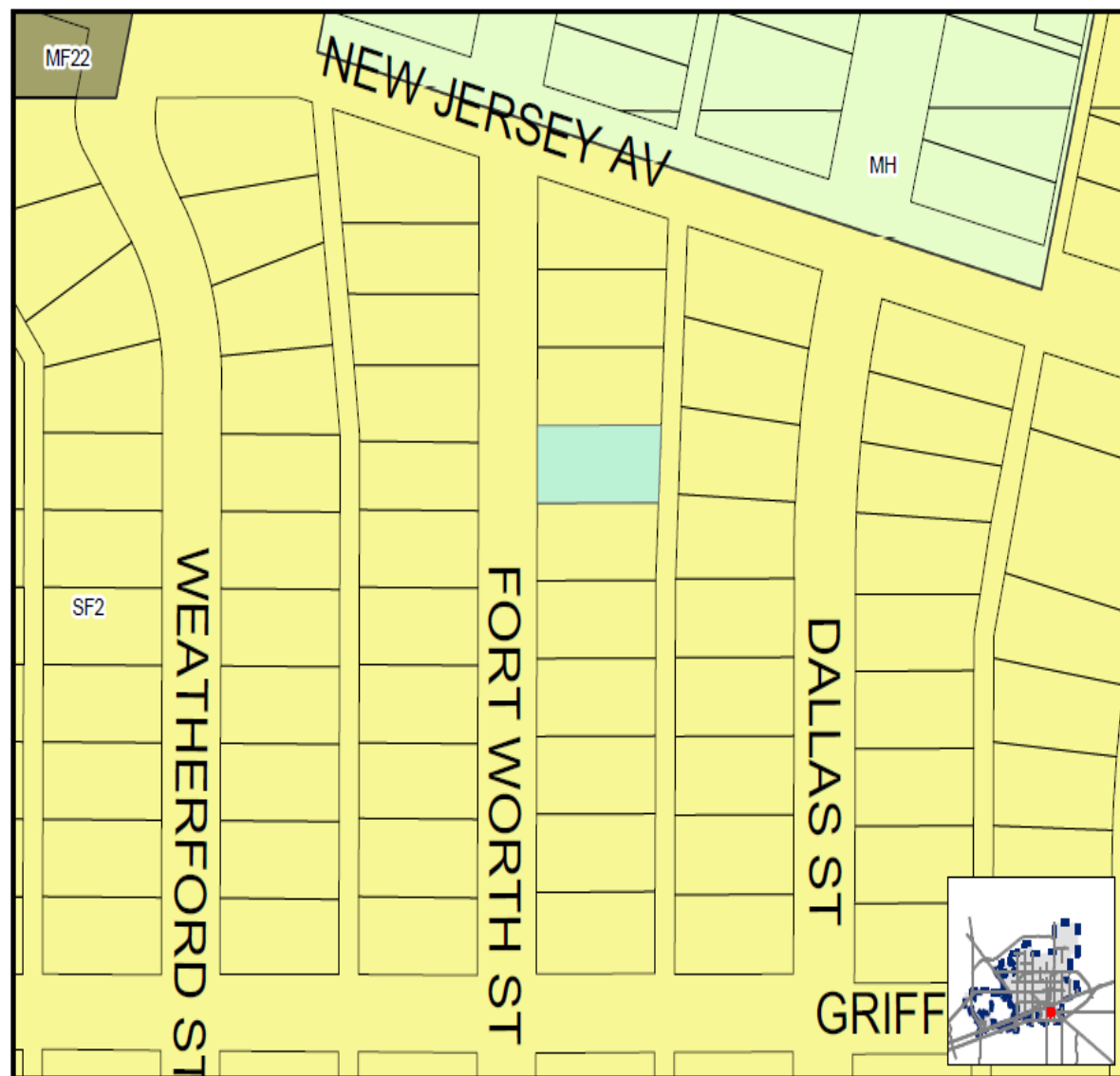
- **Current Use: Storage Shed**
- **Proposed Use: Single-Family Residence**



- Special Exception to 5.04 - Residential Zoning District Dimensional Regulations Chart, to reduce the minimum rear yard setback for an addition



- **Currently Zoned: SF-2, Single Family Dwelling District**
- **Surrounding Zoning: SF-2, Single Family Dwelling District**



Map DGI, 6/12/2024

E-24-0124

Scale: 1" = 600'

ZONING MAP



© THE CITY OF MIDLAND, 2021. THIS MAP IS NOT A SUBSTITUTE FOR A SURVEY PRODUCT. A SURVEY PRODUCT IS REQUIRED TO BE USED AS A PRIMARY TOOL IN DETERMINING LOT LINES AND ZONING. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

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

- A rear yard with alley access setback of five feet (5') is required.
- Applicant is requesting 4 feet (4')



- Staff recommends **NO ACTION** on this request as there is no hardship.
 - Staff has no received any objections

MIDLAND
City Attorney's Office
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 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 disinterested 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. The City Council's passage of a resolution of censure shall require the affirmative vote of at least three-fourths of the disinterested City Council members; the removal of an Officer pursuant to Section 5(a) shall require a majority vote of the disinterested City Council members who are present at the City Council meeting at which the written report is considered.

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.



City Council Meeting

Item Number: 18
Meeting Date: July 23, 2024
To: City Council / City Manager
From: Diana Geerts, Senior Planner
Subject: AN ORDINANCE VACATING AND ABANDONING A 0.307-ACRE PORTION OF ALLEY RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 1, 2, 3 AND 4, BLOCK 1, REPLAT OF ALL GLEN ARDEN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST WADLEY AVENUE, APPROXIMATELY 185 FEET WEST OF RACQUET CLUB DRIVE); ADOPTING THE APPRAISAL BY THE ASSISTANT CITY MANAGER OF \$53,428.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, LCA, is requesting to vacate a 0.307-acre portion of alley right-of-way, located adjacent to Lots 1, 2, 3 and 4, Block 1, Replat of all Glen Arden, City and County of Midland, Texas, to create a utility and access easement for residents and address safety concerns.

Recommended City Council Action:

Approve

Fiscal Impact:

The 2023 appraised value of the right-of-way is a total value of \$53,428.00.

Strategic Priority:

(Quality of Life and Place)

Discussion:

The applicant is seeking to vacate a 0.307-acre (13,357 square feet) of the alley right-of-way to block access to the alley from W Wadley Ave. The access point is currently unsightly, dangerous and allows children from the Racquet Club to wander on to it while reckless drivers use it as a cut through street making this a hazardous pathway. The alleyway will be retained as a general utility and access easement for residents to enter and exit onto Racquet Club Drive at the south end making it more appealing for the neighborhood and club.

The Midland Central Appraisal District's appraisal of this land at a total of \$53,428.00 using the formula of 13,357 SF x \$4.00 SF.

The property owner will replat between Lot 1, 2, 3, and 4, Block 1, Replat of all Glen Arden to include the .307-acre right-of-way being vacated.

This request has been circulated and reviewed by all pertinent City departments and franchise utility companies. Their comments, conditions, and requests are as follows:

Oil & Gas: (Approved)

No oil and gas issues.

Building Code: (Approved)

No objections.

Engineering: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

Fire: (Approved)

No comment or objections.

Transportation: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

GIS: (Approved)

No comments.

AT&T: (Approved)

We have copper cable going down that alleyway feeding the houses on the east side of the alley. Since we can't feed them any other way we would still need an easement to be there. Vacation approved.

Atmos: (Approved)

Atmos Energy currently has facilities located within the above referenced Right of Way. Our existing facilities are currently located in the alley ROW west of Racquet Club between Wadley and Deerfield within the proposed vacate area. Vacation approved.

Astound: (Approved)

It looks like we are underground in this section of the alley way, on the east side of the alley closer to the houses along the fence line. Vacation approved.

Oncor: (Approved)

The Racquet Club Alley Abandonment is ready to be approved by Oncor and can be moved forward with the City of Midland vacation approval process.

Altice USA: (Approve)

Altice/OBA "Optimum" is okay with vacating the alley way at, Racquet Club as discussed with, Mr. George Thornley & Mr. Johnny Heins, as long as we retain the easement rights as they described that it would be notated on the plat. This is so that they can fence off the alley entrance off Wadley Ave.

Planning:

Pertinent City departments and franchise utility companies have reviewed this vacation request and have approved the request.

Therefore, staff recommends approval of this vacation subject to conditions A through B.

Conditions:

A. That the value of the property shall be \$53, 428.00.

B. That a replat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.

Letters of Objection:

As of July 12, 2024, staff has not received any letters of objection to this request.

Attachments:

Metes & Bounds (Exhibit A)

Vacation Survey (Exhibit B)

Application

Maps

Responses from Franchise Utility Companies

For E. Out

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE VACATING AND ABANDONING A 0.307-ACRE PORTION OF ALLEY RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 1, 2, 3 AND 4, BLOCK 1, REPLAT OF ALL GLEN ARDEN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST WADLEY AVENUE, APPROXIMATELY 185 FEET WEST OF RACQUET CLUB DRIVE); ADOPTING THE APPRAISAL BY THE ASSISTANT CITY MANAGER OF \$53,428.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, it has been determined by the Midland City Council that a 0.307-acre portion of alley right-of-way located adjacent to Lots 1, 2, 3 and 4, Block 1, Replat of all Glen Arden Addition, City and County of Midland, Texas, as described in Exhibits “A” and “B” attached hereto and made a part hereof for all legal purposes (the “Property”), is no longer needed for public use; and

WHEREAS, Section 272.001 of the Texas Local Government Code provides that a political subdivision may not convey, sell, or exchange its interest in land without observing notice and bid requirements, unless the conveyance is to one or more abutting property owners; and

WHEREAS, an application for vacating the Property has been received by the City from the abutting property owner; and

WHEREAS, the Assistant City Manager has appraised the value of the City’s property interest in the Property at \$53,428.00, as shown in Exhibit “C” attached hereto and incorporated herein by reference; and

WHEREAS, the Council finds it to be in the public interest to abandon and vacate the Property;

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

SECTION ONE. That the Property is hereby vacated and abandoned for all public

purposes. Provided, however, that the City is hereby abandoning only the public interest in the Property, and this ordinance in no way affects any private easement or access easement which abutting property owners may have in the Property.

SECTION TWO. That this ordinance shall not be effective until:

- A. the City of Midland has received from the abutting property owner(s) the sum of \$53,428.00; and
- B. a replat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.

SECTION THREE. That the City herein retains an accessible nonexclusive utility easement across, through, over, under, on and along the Property until all entities that were using the Property for utility purposes as of the date of approval of this ordinance have abandoned their uses of the Property.

SECTION FOUR. That upon the City's receipt of the sum set forth in Section Two hereof, the City Secretary is hereby authorized and directed to file a certified copy of this ordinance with the County Clerk of Midland County, Texas, for purposes of recording in the Official Records of Midland County, Texas.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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



ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING

lca@lcaodessa.com

521 N. Texas Ave. • Odessa, Texas 79761

(432) 332-5058 or 580-8812 • Fax (432) 332-8812

Engineering Firm# 001363 • Surveying Firm# 10034300

EXHIBIT "A"

METES & BOUNDS DESCRIPTION

OF A 0.307-ACRE ALLEY ABANDONMENT

LOCATED BETWEEN LOT 1 AND LOTS 2 THRU 4, BLOCK 1

REPLAT OF ALL GLEN ARDEN

CABINET B PAGE 187

MIDLAND COUNTY PLAT RECORDS

LOCATED IN SECTION 22 BLOCK 39, T-1-S

T&P RR CO. SURVEY

MIDLAND, MIDLAND COUNTY, TEXAS

BEING A 0.307-ACRE ALLEY ABANDONMENT, SAID ALLEY BEING 30-FEET WIDE, LOCATED BETWEEN LOT 1 AND LOTS 2 THRU 4, BLOCK 1, REPLAT OF ALL GLEN ARDEN, CABINET B PAGE 187, MIDLAND COUNTY PLAT RECORDS, LOCATED IN SECTION 22 BLOCK 39, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at (Y= 10,704,540.63' & X= 1,748,079.69') a ½" Iron Rod with cap marked "RPLS 4170" (Control Monument) found at the northwest corner of said Lot 2, Block 1 on the south right-of-way line of W. Wadley Road, a dedicated 90-foot public right-of-way, and the east line of said 30-foot alley, whence a ½" Iron Rod with cap marked "RPLS 4170" (Control Monument) found at the Point of Curvature of said Lot 1, Block 1 bears North 75°53'52" East, a distance of 97.02 feet, and from said ½" Iron Rod with cap marked "RPLS 4170" the northwest corner of said Section 22 bears North 14°18'29" West, a distance of 45 feet and South 75°43'56" West, a distance of 1,679.5 feet;

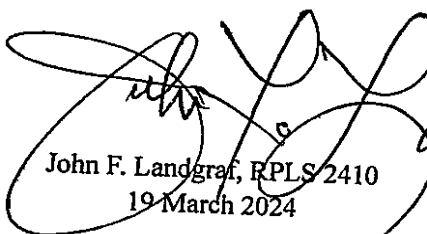
THENCE South 14°18'29" East with the west line of said Lots 2 thru 4, Block 1 and the east line of said 30-foot alley, a distance of 445.13 feet to a ½" Iron Rod with cap marked "RPLS 4170" (Control Monument) found at the southwest corner of said Lot 4, Block 1 at the intersection of said alley and the north line of Deerfield Dr., a 60-foot dedicated public right-of-way for the southeast corner of this Alley Abandonment, whence a ½" Iron Rod with cap marked "LCA ODESSA TX" (Control Monument) found at the Point of Curvature of said Lot 4 Block 1 bears North 75°42'04" East, a distance of 97.07 feet;

THENCE South 75°42'04" West with the north right-of-way line of said Deerfield Dr., a distance of 30.00 feet to a ½" Iron Rod with cap marked "LCA ODESSA TX" set at the southeast corner of said Lot 1, Block 1 for the southwest corner of this Alley Abandonment, whence the City of Midland's GPS Control Monument "GARWAD" bears North 89°41'10" West, a distance of 1,748.12 feet;

THENCE North $14^{\circ}18'29''$ West with the west line of said 30-foot alley and the east line of said Lot 1, a distance of 455.22 feet to a $\frac{1}{2}$ " Iron Rod with cap marked "LCA ODESSA TX" set at the northeast corner of said Lot 1, Block 1 on the south right-of-way line of said W. Wadley Dr. for the northwest corner of this Alley Abandonment, whence a $\frac{1}{2}$ " Iron Rod (Control Monument) found at the northwest corner of said Lot 1 bears South $75^{\circ}43'56''$ West, a distance of 624.69 feet;

THENCE North $75^{\circ}53'52''$ East with the south right-of-way line of said W. Wadley Road, a distance of 30.00 feet to the Point of the Beginning containing 0.307 surface acres (13,357 surface square feet) as depicted on the attached **EXHIBIT "B"**. Bearings, distances, and coordinates are relative to the Texas Coordinate System, 1983 NAD, Central Zone, based on the City of Midland GPS Control Monument "GARWAD" (No. 4209) ($Y=10,704,111.49'$ and $X=1,746,412.52'$ with a theta angle of $-00^{\circ}54'51''$ with a combined grid factor of 0.9999070708 as published in US Survey feet.

LCA


John F. Landgraf, RPLS 2410
19 March 2024

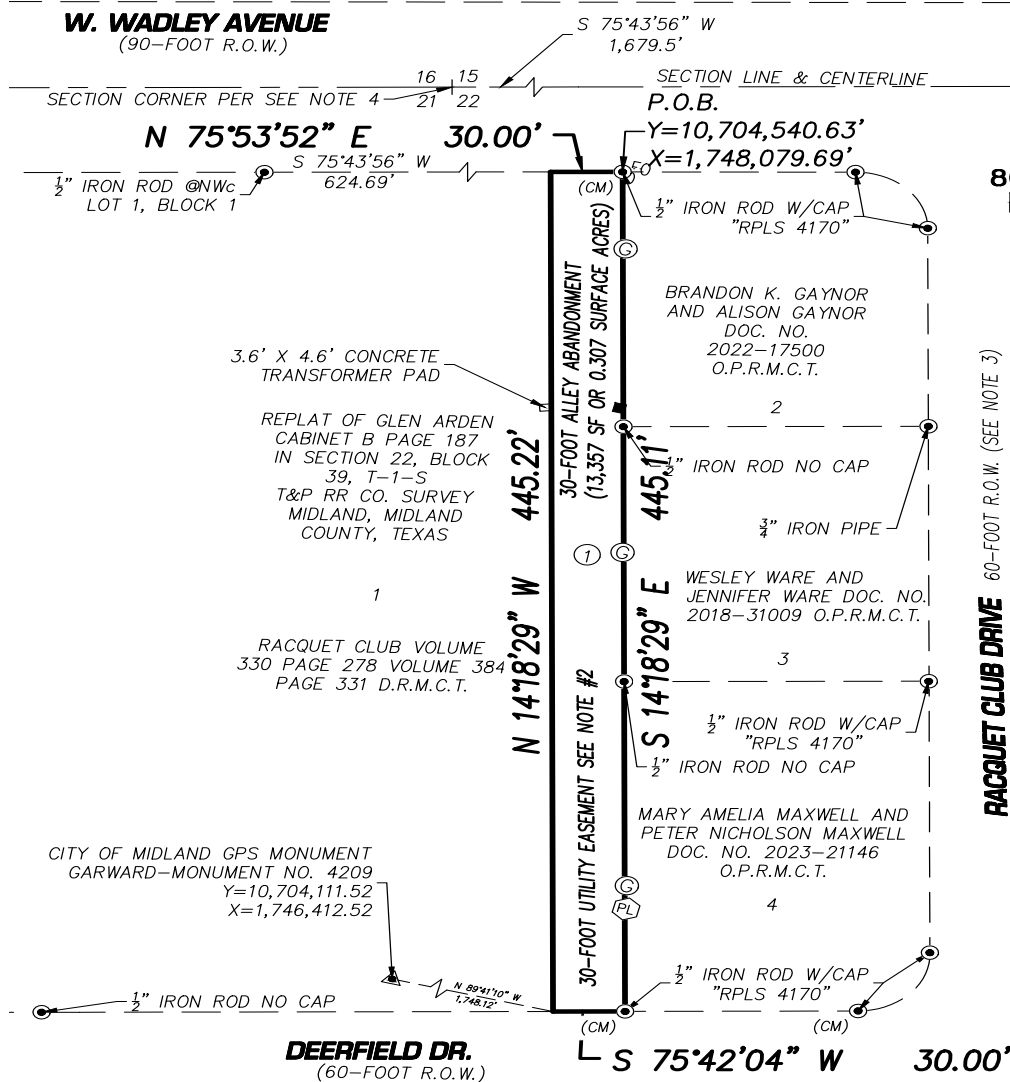
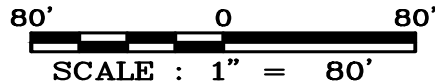
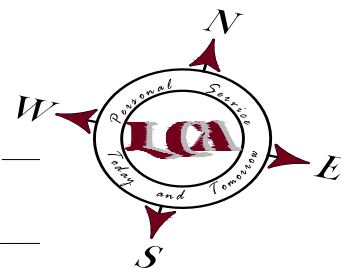


LCA Project No. 2024-008

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EXHIBIT "B"

SURVEY OF
A 0.307-ACRE ALLEY ABANDONMENT
LOCATED BETWEEN LOT 1 AND LOTS 2 THRU 4, BLOCK 1
REPLAT OF ALL GLEN ARDEN
CABINET B PAGE 187
MIDLAND COUNTY PLAT RECORDS
LOCATED IN SECTION 22 BLOCK 39, T-1-S
T&P RR CO. SURVEY
CITY AND COUNTY OF MIDLAND, TEXAS



LEGEND

- ⊙ EXISTING GAS RISER
 - ⬢ EXISTING PIPELINE MARKER
 - FO EXISTING FIBER OPTIC MARKER
 - ⊙ FOUND 1/2" I.R. W/CAP "LCA ODESSA TX" UNLESS OTHERWISE NOTED
 - SET 1/2" I.R. W/CAP UNLESS OTHERWISE NOTED
 - EXISTING ONCOR PED.
- M.C.P.R. MIDLAND COUNTY PLAT RECORDS
O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS MIDLAND COUNTY TEXAS
D.R.M.C.T. DEED RECORDS MIDLAND COUNTY TEXAS

NOTES:

- BEARINGS, DISTANCES, AND COORDINATES ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM, 1983 NAD, CENTRAL ZONE, BASED ON THE CITY OF MIDLAND CONTROL MONUMENT "GARWAD" (NO.4209), Y=10,704,111.49' AND X=1,746,412.52 WITH A THETA ANGLE OF -00°54'51" WITH A COMBINED GRID FACTOR OF 0.9999070708 AS PUBLISHED IN US SURVEY FEET.
- THE SAME AREA OF THE ALLEY ABANDONMENT WILL BECOME A 30-FOOT GENERAL UTILITY EASEMENT AND ACCESS EASEMENT FOR RESIDENTS TO ENTER/EXIT ONTO DEERFIELD DRIVE AT THE SOUTH END, AND FOR UTILITY COMPANY USE WILL BE RETAINED. THE EASEMENT WILL ALSO BE SHOWN ON ANY RE-PLAT OF THE SUBJECT AREA.
- RACQUET CLUB DRIVE WAS ORIGINALLY PLATTED AS N. "M" STREET PER CABINET B PAGE 187, M.C.P.R.
- THE SECTION CORNER TIE IS BASED UPON THE RECORDED PLAT IN CABINET B 187, M.C.P.R.

ENG. _____ E.T. _____
SVY. _____
LCA JOB No. 2024-008



ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING
521 North Texas, Odessa Tx. 79761 F-001363 F-10034300
Phone # (432) 332-5058
July 23, 2024
lca@lcaodessa.com



Office of the City Manager

June 26, 2024

Midland City Council
City of Midland, Texas

RE: Request for vacation of a 0.307-acre portion of alley right-of-way located adjacent to Lots 1, 2, 3 and 4, Block 1, Replat of all Glen Arden Addition, City and County of Midland, Texas

Dear Members of the City Council:

The above-referenced property has been appraised in accordance with Chapter 272 of the Texas Local Government Code. The fair market value of the property is \$53,428.00. Upon the City's receipt of this sum from the adjoining property owner(s), the ordinance vacating and abandoning the City's interest in the property may be recorded in the Midland County Clerk's office.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jose Ortiz".

Jose Ortiz
Assistant City Manager

PACKET

18.11

EXHIBIT "C"
July 23, 2024



ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING

lca@lcaodessa.com

521 N. Texas Ave. • Odessa, Texas 79761

(432) 332-5058 or 580-8812 • Fax (432) 332-8812

Engineering Firm# 001363 • Surveying Firm# 10034300

EXHIBIT "A"

METES & BOUNDS DESCRIPTION

OF A 0.307-ACRE ALLEY ABANDONMENT

LOCATED BETWEEN LOT 1 AND LOTS 2 THRU 4, BLOCK 1

REPLAT OF ALL GLEN ARDEN

CABINET B PAGE 187

MIDLAND COUNTY PLAT RECORDS

LOCATED IN SECTION 22 BLOCK 39, T-1-S

T&P RR CO. SURVEY

MIDLAND, MIDLAND COUNTY, TEXAS

BEING A 0.307-ACRE ALLEY ABANDONMENT, SAID ALLEY BEING 30-FEET WIDE, LOCATED BETWEEN LOT 1 AND LOTS 2 THRU 4, BLOCK 1, REPLAT OF ALL GLEN ARDEN, CABINET B PAGE 187, MIDLAND COUNTY PLAT RECORDS, LOCATED IN SECTION 22 BLOCK 39, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at (Y= 10,704,540.63' & X= 1,748,079.69') a ½" Iron Rod with cap marked "RPLS 4170" (Control Monument) found at the northwest corner of said Lot 2, Block 1 on the south right-of-way line of W. Wadley Road, a dedicated 90-foot public right-of-way, and the east line of said 30-foot alley, whence a ½" Iron Rod with cap marked "RPLS 4170" (Control Monument) found at the Point of Curvature of said Lot 1, Block 1 bears North 75°53'52" East, a distance of 97.02 feet, and from said ½" Iron Rod with cap marked "RPLS 4170" the northwest corner of said Section 22 bears North 14°18'29" West, a distance of 45 feet and South 75°43'56" West, a distance of 1,679.5 feet;

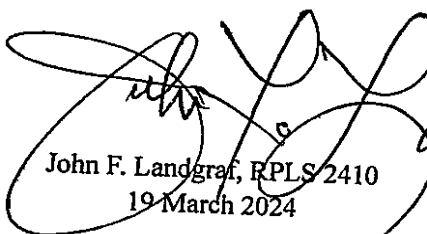
THENCE South 14°18'29" East with the west line of said Lots 2 thru 4, Block 1 and the east line of said 30-foot alley, a distance of 445.13 feet to a ½" Iron Rod with cap marked "RPLS 4170" (Control Monument) found at the southwest corner of said Lot 4, Block 1 at the intersection of said alley and the north line of Deerfield Dr., a 60-foot dedicated public right-of-way for the southeast corner of this Alley Abandonment, whence a ½" Iron Rod with cap marked "LCA ODESSA TX" (Control Monument) found at the Point of Curvature of said Lot 4 Block 1 bears North 75°42'04" East, a distance of 97.07 feet;

THENCE South 75°42'04" West with the north right-of-way line of said Deerfield Dr., a distance of 30.00 feet to a ½" Iron Rod with cap marked "LCA ODESSA TX" set at the southeast corner of said Lot 1, Block 1 for the southwest corner of this Alley Abandonment, whence the City of Midland's GPS Control Monument "GARWAD" bears North 89°41'10" West, a distance of 1,748.12 feet;

THENCE North $14^{\circ}18'29''$ West with the west line of said 30-foot alley and the east line of said Lot 1, a distance of 455.22 feet to a $\frac{1}{2}$ " Iron Rod with cap marked "LCA ODESSA TX" set at the northeast corner of said Lot 1, Block 1 on the south right-of-way line of said W. Wadley Dr. for the northwest corner of this Alley Abandonment, whence a $\frac{1}{2}$ " Iron Rod (Control Monument) found at the northwest corner of said Lot 1 bears South $75^{\circ}43'56''$ West, a distance of 624.69 feet;

THENCE North $75^{\circ}53'52''$ East with the south right-of-way line of said W. Wadley Road, a distance of 30.00 feet to the Point of the Beginning containing 0.307 surface acres (13,357 surface square feet) as depicted on the attached **EXHIBIT "B"**. Bearings, distances, and coordinates are relative to the Texas Coordinate System, 1983 NAD, Central Zone, based on the City of Midland GPS Control Monument "GARWAD" (No. 4209) ($Y=10,704,111.49'$ and $X=1,746,412.52'$ with a theta angle of $-00^{\circ}54'51''$ with a combined grid factor of 0.9999070708 as published in US Survey feet.

LCA


John F. Landgraf, RPLS 2410
19 March 2024

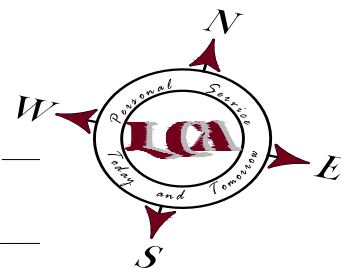


LCA Project No. 2024-008

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EXHIBIT "B"

SURVEY OF
A 0.307-ACRE ALLEY ABANDONMENT
LOCATED BETWEEN LOT 1 AND LOTS 2 THRU 4, BLOCK 1
REPLAT OF ALL GLEN ARDEN
CABINET B PAGE 187
MIDLAND COUNTY PLAT RECORDS
LOCATED IN SECTION 22 BLOCK 39, T-1-S
T&P RR CO. SURVEY
CITY AND COUNTY OF MIDLAND, TEXAS



W. WADLEY AVENUE
(90-FOOT R.O.W.)

SECTION CORNER PER SEE NOTE 4 16 15 21 22 SECTION LINE & CENTERLINE
P.O.B.

N 75°53'52" E 30.00' Y=10,704,540.63'
X=1,748,079.69'

1/2" IRON ROD @NWc
LOT 1, BLOCK 1

3.6' X 4.6' CONCRETE
TRANSFORMER PAD

REPLAT OF GLEN ARDEN
CABINET B PAGE 187
IN SECTION 22, BLOCK
39, T-1-S
T&P RR CO. SURVEY
MIDLAND, MIDLAND
COUNTY, TEXAS

RACQUET CLUB VOLUME
330 PAGE 278 VOLUME 384
PAGE 331 D.R.M.C.T.

CITY OF MIDLAND GPS MONUMENT
GARWARD-MONUMENT NO. 4209
Y=10,704,111.52
X=1,746,412.52

1/2" IRON ROD NO CAP

DEERFIELD DR.
(60-FOOT R.O.W.)

S 75°43'56" W
1,679.5'

(CM) 1/2" IRON ROD W/CAP
"RPLS 4170"

BRANDON K. GAYNOR
AND ALISON GAYNOR
DOC. NO.
2022-17500
O.P.R.M.C.T.

2 1/2" IRON ROD NO CAP

3/4" IRON PIPE

WESLEY WARE AND
JENNIFER WARE DOC. NO.
2018-31009 O.P.R.M.C.T.

3 1/2" IRON ROD W/CAP
"RPLS 4170"
1/2" IRON ROD NO CAP

MARY AMELIA MAXWELL AND
PETER NICHOLSON MAXWELL
DOC. NO. 2023-21146
O.P.R.M.C.T.

4 1/2" IRON ROD W/CAP
"RPLS 4170"

(CM) S 75°42'04" W 30.00'

80' 0 80'
SCALE : 1" = 80'

RACQUET CLUB DRIVE 60-FOOT R.O.W. (SEE NOTE 3)

LEGEND

- ⊙ EXISTING GAS RISER
 - ⬢ EXISTING PIPELINE MARKER
 - FO EXISTING FIBER OPTIC MARKER
 - ⊙ FOUND 1/2" I.R. W/CAP "LCA ODESSA TX" UNLESS OTHERWISE NOTED
 - SET 1/2" I.R. W/CAP UNLESS OTHERWISE NOTED
 - EXISTING ONCOR PED.
- M.C.P.R. MIDLAND COUNTY PLAT RECORDS
O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS MIDLAND COUNTY TEXAS
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ENG. _____ E.T. _____
SVY. _____
LCA JOB No. 2024-008



ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING
521 North Texas, Odessa Tx. 79761 F-001363 F-10034300
Phone # (432) 332-5058 July 23, 2024 lca@lcaodessa.com



**Vacate Right-of-Way/Public Utility
Easement/Land/Street Application**

LCA Job # 2024-008

Project Number: _____

Case Number: _____

Applicant (if acting as Agent, see affidavit on page 2)

Printed Name: Brandon Gaynor (Owner) / LCA Agent

Phone (432) 266-8382

Email LCA@LCAODESSA.COM

brandon.gaynor@permianres.com

Address 3205 Racquet Club Drive

City Midland

State TX

Zip 79705

Application is hereby made to the City Council to vacate the following:

- ☒ Right-of-Way
- ☐ Public Utility Easement
- ☐ Land
- ☐ Street

Description of Address: The alley between Lot 1 and Lots 2 thru 4, Block 1, Replat of all Glen Arden, Cabinet B Page 187, M.C.P.R., and being behind 3205, 3203, 3201 & 3009 Racquet Club Drive, Midland, Texas

Reason for Request: We would like to have the city abandon the alley so that we can block access from Wadley to the alley. This access point is currently unsightly and dangerous. Children from the Racquet Club often wander into the alley which is often used as a cut through by reckless drivers. We would like to make it safer and more appealing for the neighborhood and the club. General access to and from Wadley should be obtained via Racquet Club Drive. Please see attached for clarity.

Reasons, in applicant's opinion, why the requested vacation will not adversely affect the public welfare or will contribute to it in a positive way: Abandoning the alley and closing the access to W. Wadley will allow the adjacent owners to create a safer atmosphere and will enhance the neighborhood without the cut-through traffic. The alley way will be retained as a General Utility Easement & Access Easement for residents to enter/exit onto Racquet Club Drive at the south end. Please see attached for clarity.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Sealed metes and bounds description of the property to be vacated (included on the map) and total square feet of vacation. Include ownership, legal and deed information for adjacent property owners
- Digital Copies of Site Plan (PDF/JPEG)

Utility Company Approval

Clearance is needed from the following utility companies:

- City of Midland
- Atmos Energy
- Sharyland Utilities
- Oncor Electric
- AT&T
- Suddenlink Cable TV Co.
- Grande Communications

The City will route the request to these companies, but it is the applicant's responsibility to ensure clearance has been obtained to resolve any issues that may arise.

Policies

1. If the vacation request involves only a portion of a section right-of-way, such that approval would not affect the public's ability to travel along said right-of-way, then the request will be scheduled for consideration by the City Council. No public hearing will be needed.
2. If the vacation request involves an entire section of right-of-way, such that approval would cause the public to lose all rights to use it, then the following procedures apply:
 - a. Nearby land owners who have a reasonable expectation to use said right-of-way, as determined by the Transportation Division, must first agree to the proposed vacation. It is the applicant's responsibility to obtain a letter of concurrence signed by the affected landowners.
 - b. If all letters are received indicating that the affected landowners agree to the request, then a public hearing before the City Council will be scheduled. The Transportation Division will mail public notice of the hearing to landowners within 400 feet of the affected right-of-way.
 - c. If a request is approved, the right-of-way shall be divided into two equal parts, with each half becoming the property of the respective abutting owner. If the applicant desires to own the entire width, he or she must negotiate with the opposite landowner.

Signatures

Applicant (signature):

Date: 3/24/24

Affected Property Owners:

Signature:

Print: The Racquet Club

Date: 4/2/2024

Signature:

Print: Brandon Gaynor

Date: 3/21/24

Signature:

Print: Wesley Ware

Date: 3/21/24

Signature:

Print: Nick Maxwell

Date: 3/22/24

The Vacation of right-of-way/public utility easement/land/street shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

FOR OFFICE USE ONLY

☒ 1 FOLDED Copy of Survey Plat

☒ Plans in Digital Format (PDF/JPEG)

☒ Application Fee

Check #

42181

Received By:

Date:

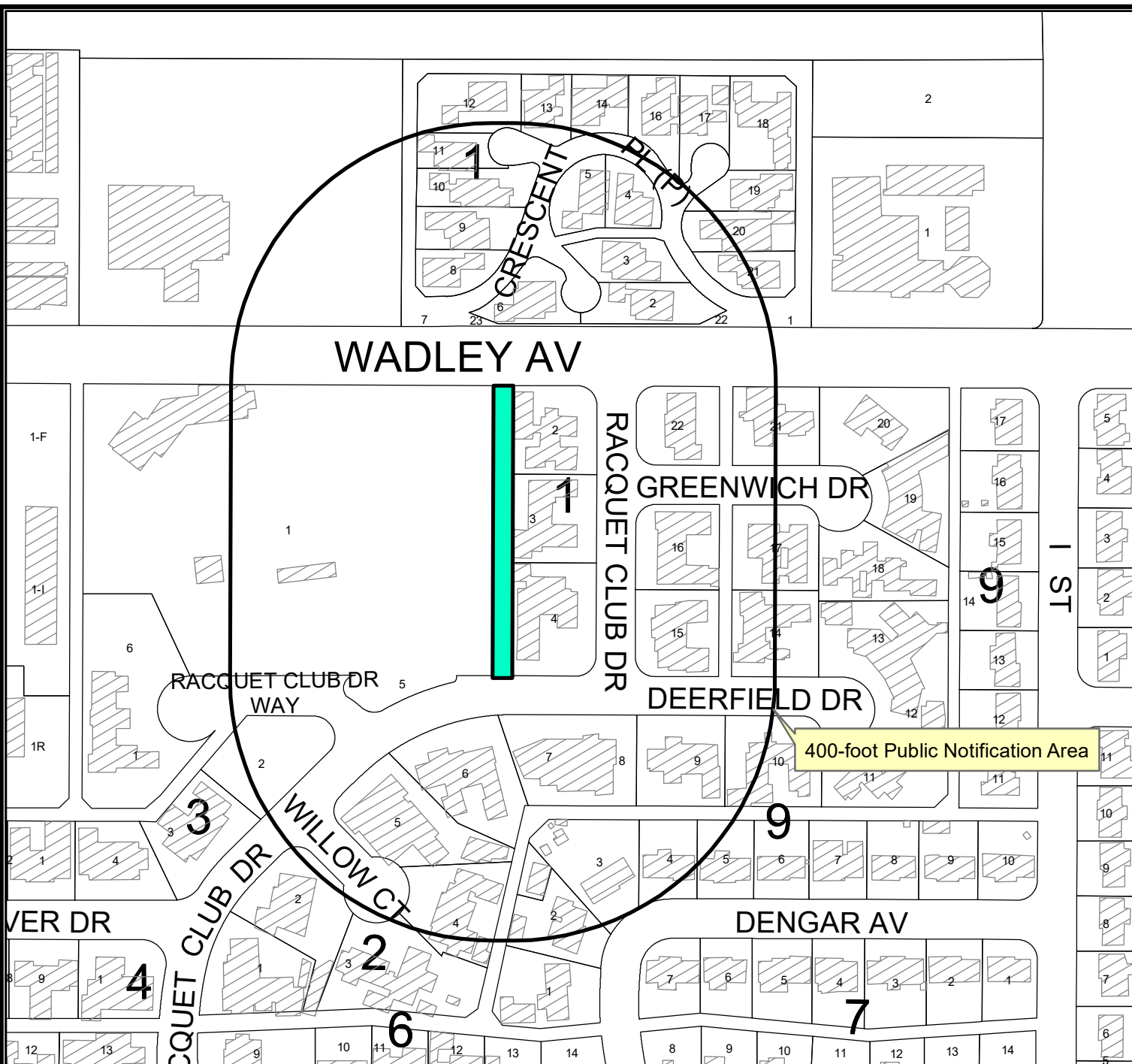
RECEIVED
APR 10 2024

****Application will not be considered for scheduling until reviewed by a planner****

PACKET

18.16

July 23, 2024



Location Map

V-24-0063

Scale: 1" = 600'

Consider a request by LCA for a vacation of a 0.307-acre portion of alley right-of-way, located adjacent to Lot 1, 2, 3, and 4, Block 1, Replat of all Glen Arden, City and County of Midland, Texas.

Generally located on the south side of W Wadley Avenue, approximately 185-feet west of Racquet Club Drive. (District 18.17)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

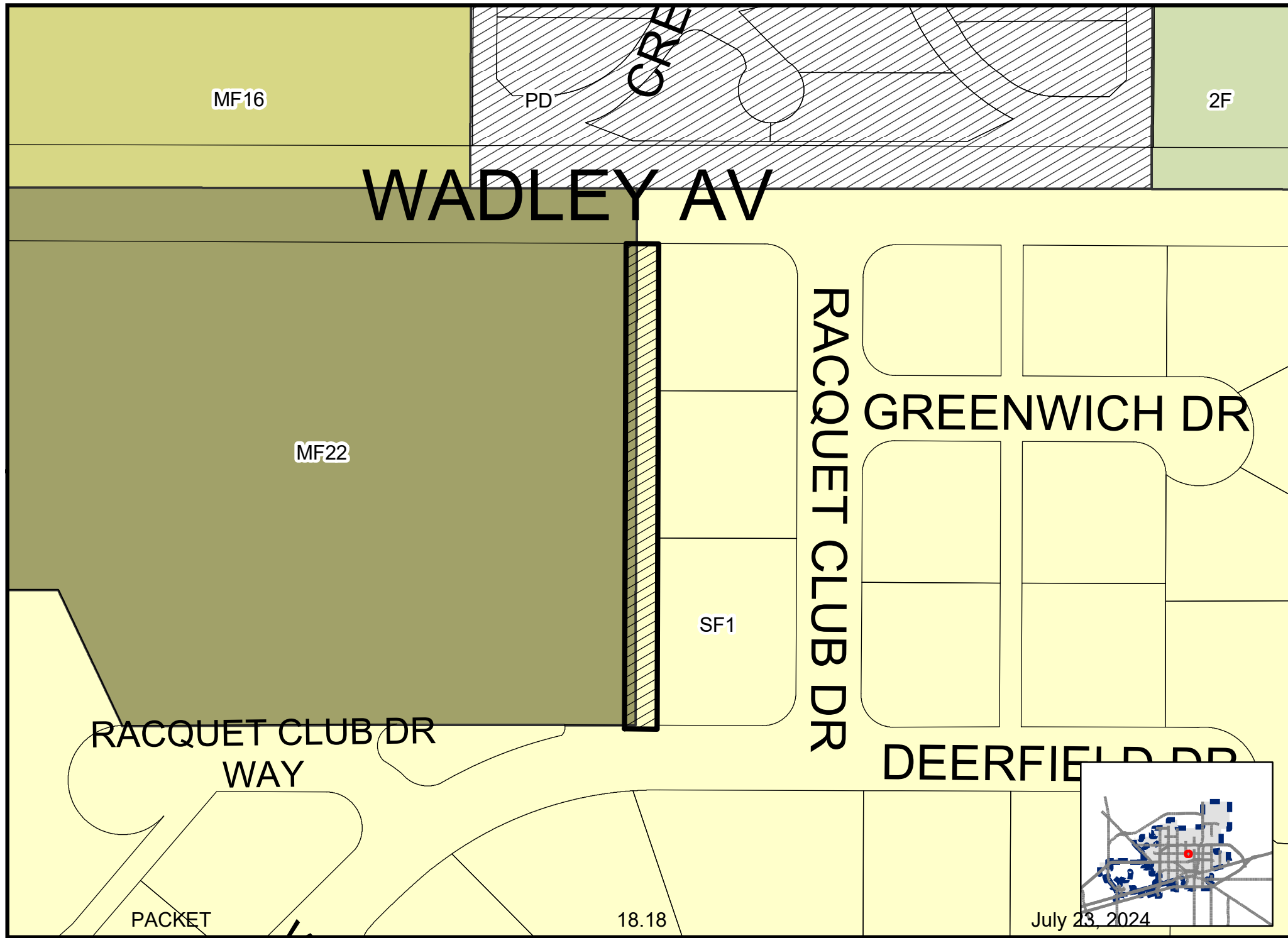


©THE CITY OF MIDLAND - 2021

July 23, 2024

THIS DATA IS NOT A SUBSTITUTION FOR A PROFESSIONAL ENGINEER'S OR SURVEYOR'S DESIGN OR IS IT DESIGNED TO BE USED AS A DESIGN 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.



From: [Ruben Guerra](#)
To: [Diana Geerts](#)
Subject: Re: FW: V-24-0063_ Racquet Club Vacation
Date: Thursday, April 25, 2024 2:23:14 PM
Attachments: [image001.png](#)



No, I have no further comments and approval.

Thank You

Ruben Guerra

Construction Coordinator

O: 432-272-3088

C: 432-653-9369

Ruben.Guerra@astound.com

Astound Business Solutions

Powered by RCN | Grande | Wave

astound.com

On Thu, Apr 25, 2024 at 2:21 PM Diana Geerts <dgeerts@midlandtexas.gov> wrote:

Do you have any comments? Or just want to approve the request?

Respectfully,

Diana Geerts

Senior Planner | Development Services

O. 432-685-7577

dgeerts@midlandtexas.gov



300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

From: Ruben Guerra <ruben.guerra@astound.com>

Sent: Thursday, April 25, 2024 2:21 PM
To: Diana Geerts <dgeerts@midlandtexas.gov>
Subject: Re: FW: V-24-0063_ Racquet Club Vacation

— —
No, that is fine.

Thank You

Ruben Guerra

Construction Coordinator

O: 432-272-3088

C: 432-653-9369

Ruben.Guerra@astound.com

Astound Business Solutions

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astound.com

On Thu, Apr 25, 2024 at 2:15 PM Diana Geerts <dgeerts@midlandtexas.gov> wrote:

Thank you for your clarification, Ruben. Do you need more time to research the vacation to approve or deny it?

Respectfully,

Diana Geerts

Senior Planner | Development Services

O. 432-685-7577

dgeerts@midlandtexas.gov



300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

From: Ruben Guerra <ruben.guerra@astound.com>
Sent: Thursday, April 25, 2024 2:13 PM
To: George Thornley <get@lcaodessa.com>
Cc: Diana Geerts <dgeerts@midlandtexas.gov>; Elizabeth Triggs <etriggs@midlandtexas.gov>;
Xavier Bauguess <xbauguess@midlandtexas.gov>; John Landgraf <jfl@lcaodessa.com>; Jonny
Heins <Jonny.Heins@permianres.com>
Subject: Re: FW: V-24-0063_ Racquet Club Vacation

—

Thank you for the clarification, and understood we were just trying to make sure if there was any relocation of Astounds plant that the customer would be responsible for the cost.

Thank You

Ruben Guerra

Construction Coordinator

O: 432-272-3088

C: 432-653-9369

Ruben.Guerra@astound.com

Astound Business Solutions

Powered by RCN | Grande | Wave

astound.com

On Thu, Apr 25, 2024 at 2:05 PM George Thornley <get@lcaodessa.com> wrote:

Mr. Guerra,

The alley wat we are working with WILL BE retained as a General Utility Easement, which was stated in the application.

We are NOT asking for any re-locations. You will be able to access your equipment & such the same as you are doing now.

The alley vacation is intended to stop the traffic that is going through this alleyway.

Please advise.

Thank You

George E. Thornley

LCA

521 N. Texas

Odessa, Texas 79761

T: 432-332-5058

F: 432-332-8812

get@lcaodessa.com

From: Diana Geerts <dgeerts@midlandtexas.gov>
Sent: Thursday, April 25, 2024 1:44 PM
To: Ruben Guerra <ruben.guerra@astound.com>
Cc: George Thornley <get@lcaodessa.com>
Subject: FW: FW: V-24-0063_ Racquet Club Vacation

I will forward this request to the applicant for a response.

Respectfully,

Diana Geerts

Senior Planner | Development Services

O. 432-685-7577

dgeerts@midlandtexas.gov



300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

From: Ruben Guerra <ruben.guerra@astound.com>
Sent: Thursday, April 25, 2024 1:41 PM
To: Diana Geerts <dgeerts@midlandtexas.gov>
Subject: Re: FW: V-24-0063_ Racquet Club Vacation

—

No ma'am that will be all as long as they know that they will be responsible for any relocation of our plant.

Thank You

Ruben Guerra

Construction Coordinator

O: 432-272-3088

C: 432-653-9369

Ruben.Guerra@astound.com

Astound Business Solutions

Powered by RCN | Grande | Wave

astound.com

On Thu, Apr 25, 2024 at 1:39 PM Diana Geerts <dgeerts@midlandtexas.gov> wrote:

Good afternoon Ruben,

The applicant will be responsible for relocating any utilities, if existing, and provide easements as needed. Will that work for your company or do you have any objections, questions or concerns?

Respectfully,

Diana Geerts

Senior Planner | Development Services

O. 432-685-7577

dgeerts@midlandtexas.gov



300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

From: Ruben Guerra <ruben.guerra@astound.com>

Sent: Thursday, April 25, 2024 1:16 PM

To: Diana Geerts <dgeerts@midlandtexas.gov>

Subject: Re: FW: V-24-0063_ Racquet Club Vacation

It looks like we are underground in this section of the alley way, on the east side of the alley closer to the houses along the fence line. Is there going to be an issue with us there>

Thank You

Ruben Guerra

Construction Coordinator

O: 432-272-3088

C: 432-653-9369

Ruben.Guerra@astound.com

Astound Business Solutions

Powered by RCN | Grande | Wave

astound.com

On Thu, Apr 25, 2024 at 1:04 PM Diana Geerts <dgeerts@midlandtexas.gov> wrote:



Good afternoon,

I wanted to reach out and see if Grande had any comments on the proposed vacation that was sent out April 16th. This vacation is scheduled to go on May 28th, City Council Meeting. Please see the attached documents and notify me if you have any comments or concerns.

Respectfully,

Diana Geerts

Senior Planner | Development Services

O. 432-685-7577

dgeerts@midlandtexas.gov



300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

From: Diana Geerts

Sent: Tuesday, April 16, 2024 4:50 PM

To: Ruben Guerra <ruben.guerra@astound.com>

Subject: V-24-0063_ Racquet Club Vacation

Good afternoon,

This vacation is scheduled to go on May 28th, City Council Meeting. Please see the attached documents and notify me if you have any comments or concerns.

Respectfully,

Diana Geerts

Senior Planner | Development Services

O. 432-685-7577

dgeerts@midlandtexas.gov



300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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REGISTERED FIRM - SURVEYING 10034300 - ENGINEERING F1363

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From: [UNDERWOOD, JERRY D](#)
To: [Diana Geerts](#)
Subject: RE: V-24-0063 Racquet Club Vacation
Date: Wednesday, April 17, 2024 6:11:43 AM
Attachments: [image004.png](#)



Good morning,

We have copper cable going down that alleyway feeding the houses on the east side of the alley. Since we can't feed them any other way we would still need an easement to be there.

Thanks,
Jerry

Jerry Underwood
Sr. Specialist OSP Design Engineer
Midland Engineering
AT&T

AT&T Technology Operations

410 W Missouri, Midland, TX 79701
m 432-296-2821 / ju1659@att.com

From: Diana Geerts <dgeerts@midlandtexas.gov>
Sent: Tuesday, April 16, 2024 4:54 PM
To: UNDERWOOD, JERRY D <ju1659@att.com>
Subject: V-24-0063 Racquet Club Vacation

Good afternoon,

This vacation is scheduled to go on May 28th, City Council Meeting. Please see the attached documents and notify me if you have any comments or concerns.

Respectfully,

Diana Geerts
Senior Planner | Development Services
O. 432-685-7577
dgeerts@midlandtexas.gov



300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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ATMOS ENERGY

West Texas Division
P.O. Box 1111,
Midland, Texas 79702

City of Midland
Diana Geerts
Senior Planner/Development Services
300 N. Loraine
Midland, Texas 79702

April 24, 2024

Re: Case Name: Racquet Club
Case Number: V-24-0063

Diana,

Atmos Energy currently has facilities located within the above referenced Right of Way. Our existing facilities are currently located in the alley ROW west of Racquet Club between Wadley and Deerfield within the proposed vacate area.
Please let me know if you have any further questions.

Sincerely,

A handwritten signature in black ink that reads "Mark Lieb".

Mark Lieb
Project Specialist
Atmos Energy/Permian Basin
432-967-0370 cell
mark.lieb@atmosenergy.com

From: LReyna@midcad.org
To: [Diana Geerts](#)
Subject: Re: V-24-0063 Racquet Club Vacation
Date: Wednesday, April 17, 2024 8:42:05 AM
Attachments: [ATT00002.png](#)
[VACATION RACQUET CLUB ALLEYWAY SURVEY.PDF](#)
[V-24-0063 Racquet Club-LOCATION MAP.pdf](#)
[MCAD \(Utility Letter\) V-24-0063.pdf](#)



\$ 4.00 per SF X 13,357 SF = \$ 53,428 in VALUE

Hi Diana,

Please see above for the requested information.

Let me know if there is anything else I can help you with!

Thank you,

***Lisa Reyna, RPA
Assistant Chief Appraiser
Midland Central Appraisal District
4631 Andrews Hwy
Midland, TX 79703
Phone (432) 699-4991
Fax (432) 689-7185***

From: "Diana Geerts" <dgeerts@midlandtexas.gov>
To: "LReyna@midcad.org" <LReyna@midcad.org>
Date: 04/16/2024 04:56 PM
Subject: V-24-0063 Racquet Club Vacation

Good afternoon,

This vacation is scheduled to go on May 28th, City Council Meeting. Please see the attached documents and notify me if you have any comments or
PACKET 18.32 July 23, 2024

concerns.

Respectfully,

Diana Geerts

Senior Planner | Development Services

O. 432-685-7577

dgeerts@midlandtexas.gov



300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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From: [Henderson, Jeffrey](#)
To: [Diana Geerts](#)
Subject: RE: Racquet Club Alley Abandonment
Date: Tuesday, June 25, 2024 9:13:47 AM
Attachments: [image001.png](#)
[image002.png](#)



Thanks Diana.

From: Diana Geerts <dgeerts@midlandtexas.gov>
Sent: Tuesday, June 25, 2024 9:04 AM
To: Henderson, Jeffrey <Jeffrey.Henderson@oncor.com>
Cc: George Thornley <get@lcaodessa.com>; Jonny Heins <Jonny.Heins@permianres.com>; John Landgraf <jfl@lcaodessa.com>; Ortega, Gus Ortega <Gustavo.Ortega@oncor.com>; Blankenship, Chad <Chad.Blankenship@oncor.com>; Cavazos, Ryan <Ryan.Cavazos@oncor.com>
Subject: RE: Racquet Club Alley Abandonment

WARNING: This email message did not originate from Oncor and is from an external organization. **DO NOT CLICK** links or attachments unless you recognize the sender and are certain the content is safe.

Good afternoon, Jeff.

I will reinstate the approval process for this vacation.

Respectfully,

Diana Geerts

Senior Planner | Development Services
O. 432-685-7577
dgeerts@midlandtexas.gov



300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

From: Henderson, Jeffrey <Jeffrey.Henderson@oncor.com>
Sent: Monday, June 24, 2024 3:39 PM
To: Diana Geerts <dgeerts@midlandtexas.gov>
Cc: George Thornley <get@lcaodessa.com>; Jonny Heins <Jonny.Heins@permianres.com>; John Landgraf <jfl@lcaodessa.com>; Ortega, Gus Ortega <Gustavo.Ortega@oncor.com>; Blankenship, Chad <Chad.Blankenship@oncor.com>; Cavazos, Ryan <Ryan.Cavazos@oncor.com>
Subject: Racquet Club Alley Abandonment

PACKET

18.34

July 23, 2024

Good afternoon Diana,

The Racquet Club Alley Abandonment is ready to be approved by Oncor and can be moved forward with the City of Midland vacation approval process. Please see attached survey for your reference.

Thanks,

Jeff



Jeffrey R. Henderson

Supervisor, Distribution Design

Oncor | PMDS

883 N Graham St.

Stephenville, Tx 76401

Office: 254-977-1910

Cell: 817-271-1422

Email: jeffrey.henderson@oncor.com

My Manager: Chad Blankenship

Phone: 325-456-2674

Email: Chad.Blankenship@oncor.com

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optimum.

Dear Ms. Geerts:

Per our meeting this afternoon, Altice/OBA "Optimum" is okay with vacating the alley way at, Racquet Club as discussed with, Mr. George Thornley & Mr. Johnny Heins, as long as we retain the easement rights as they described that it would be notated on the plat. This is so that they can fence off the alley entrance off Wadley Ave.

I will sign off on said plat, sincerely yours, Luis Montez .

A handwritten signature in black ink, appearing to read "Luis Montez", with a large, stylized flourish extending from the end of the name.



Racquet Club

Vacation

July 23, 2024



Visit Our Website:
MIDLANDTEXAS.GOV

PACKET

1

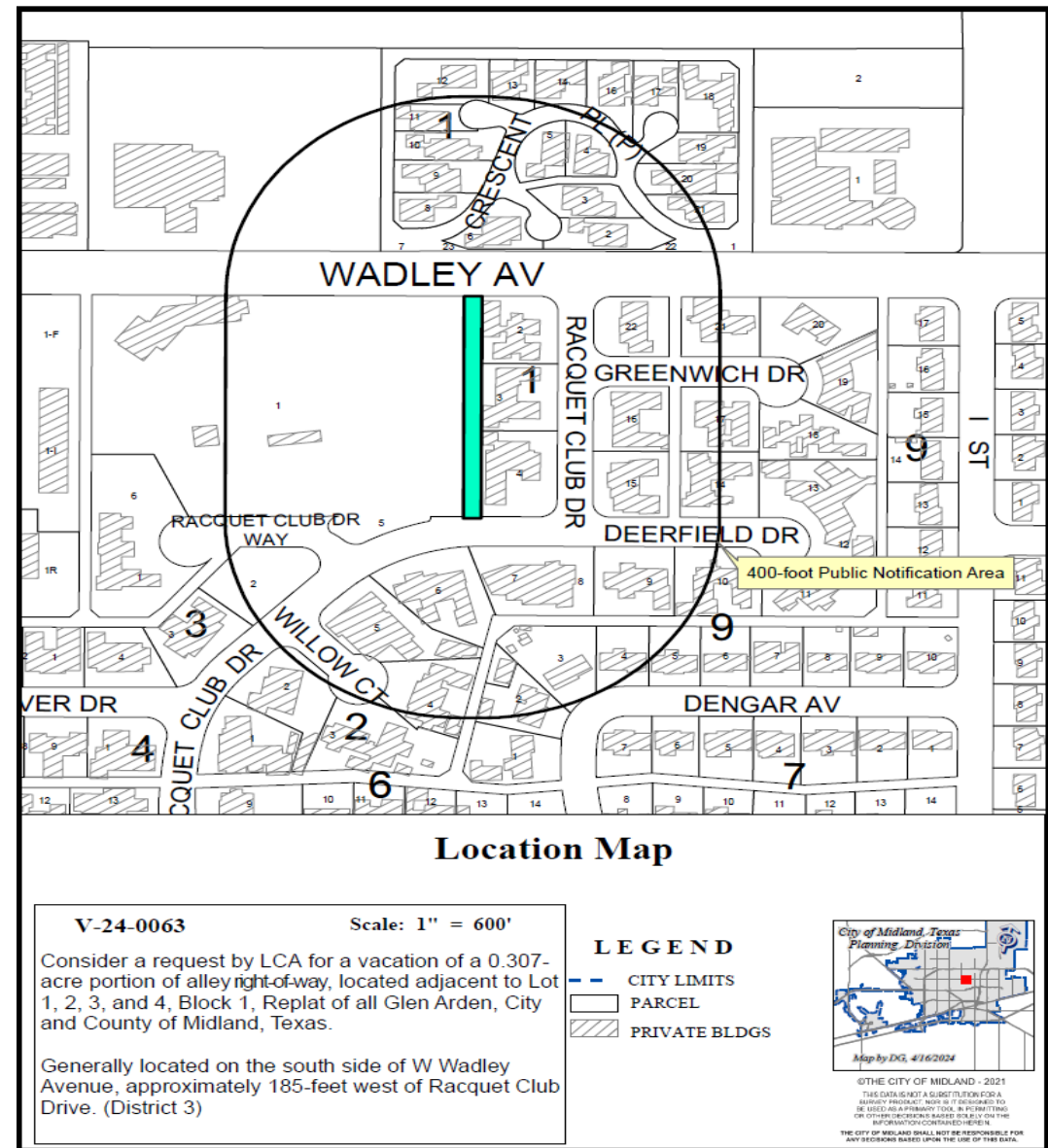
18.37

July 23, 2024



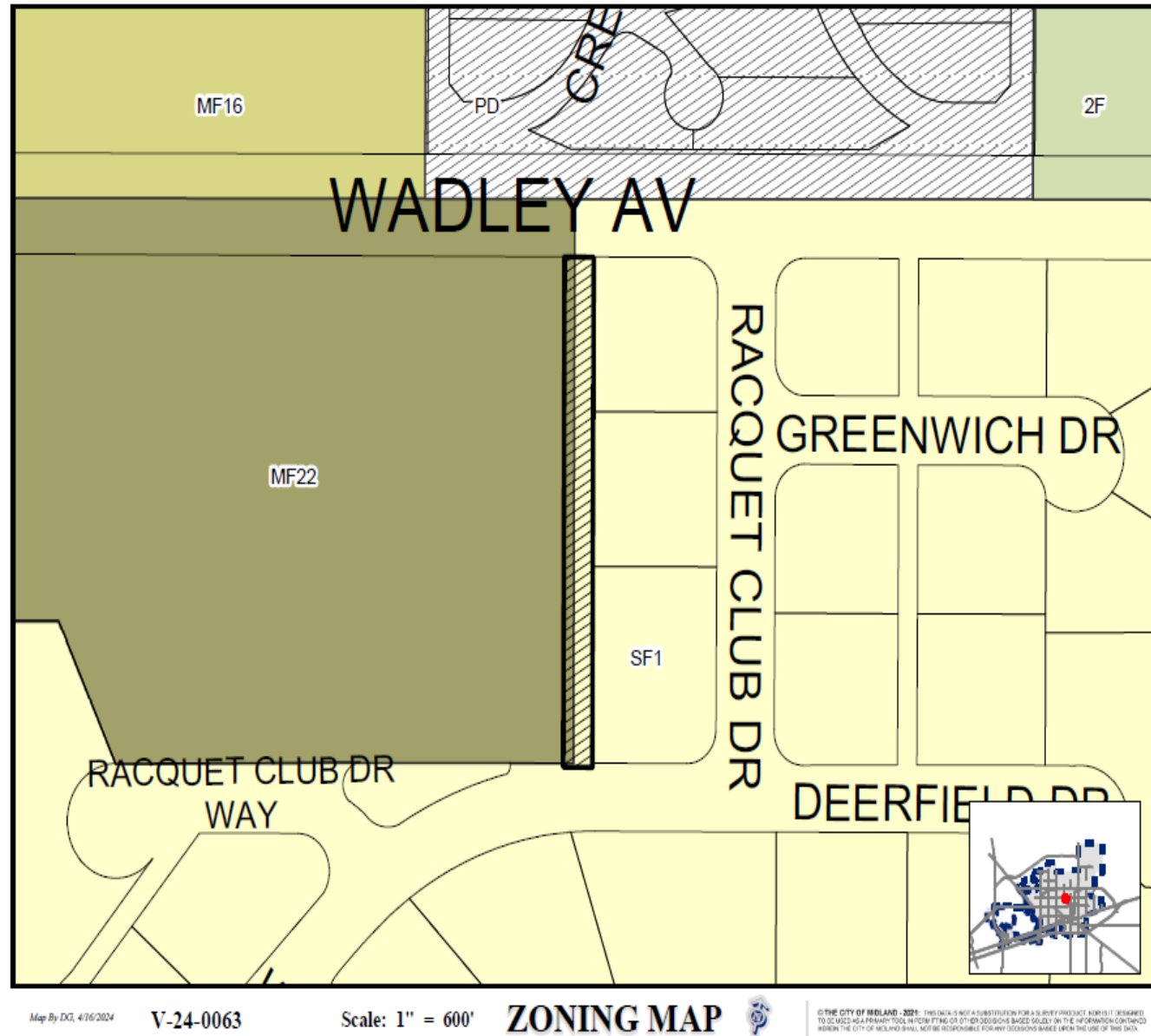
Racquet Club Vacation

- LCA
- Vacate a 0.307-acre portion of alley right-of-way for safety purposes.



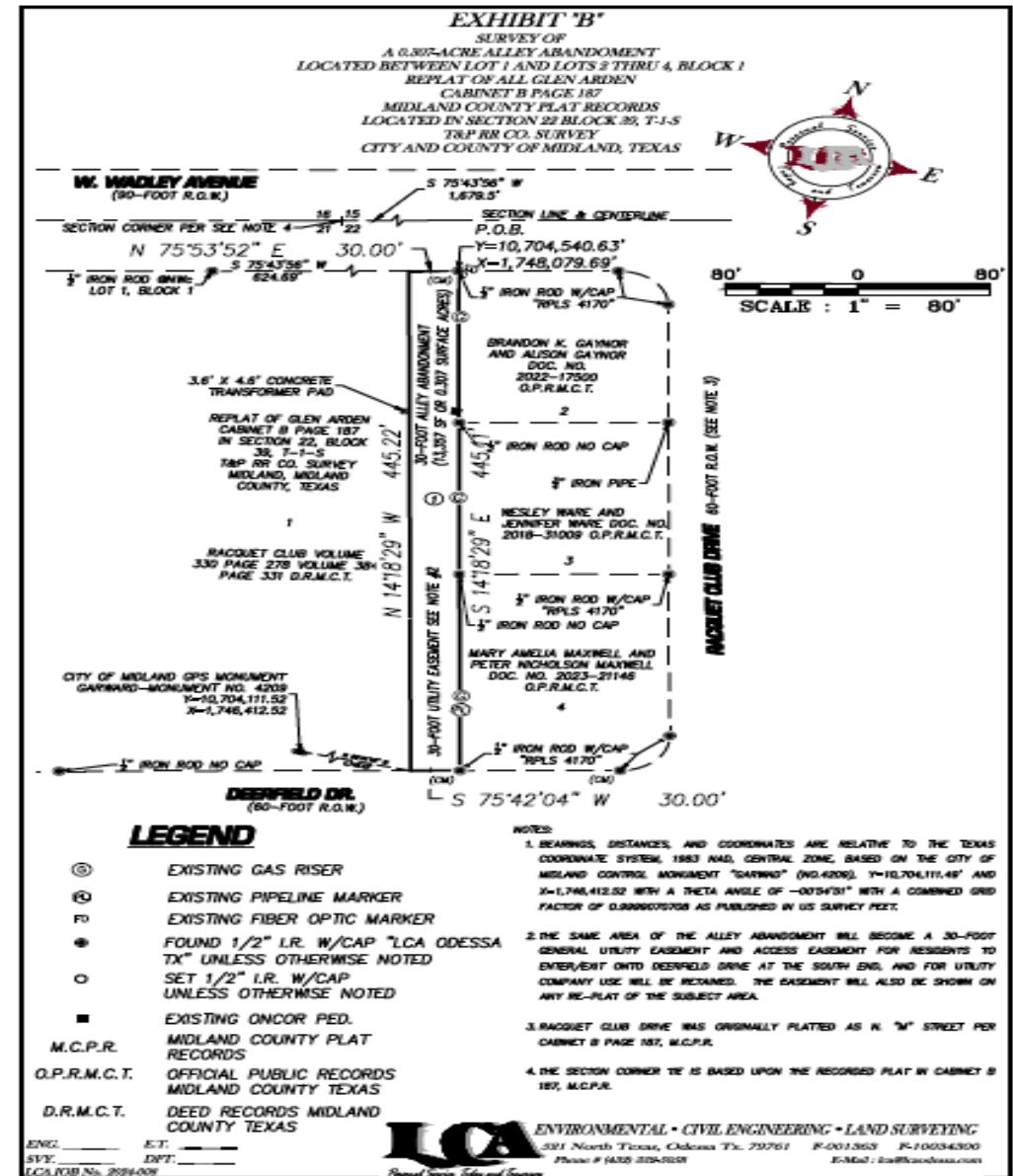
Racquet Club Vacation

- Current Zoning: SF,1, Single Family Dwelling District
- Surrounding Zoning:
- North: PD, Planned Development District
- East and South: SF,1, Single Family Dwelling District
- West: MF-22, Multiple Family Dwelling District



Racquet Club Vacation

- 13,357 square-foot portion of alley right of way to be retained as a general utility easement.
- Residents to enter and exit onto Racquet Club Drive at the south end of the alley.



- Aerial





Staff has not received any letters of objection and the request meets all the City of Midland Zoning requirements of the City Ordinance.

Therefore, Staff recommends APPROVAL of the request of this vacation, subject to conditions A and B.

Conditions:

- A. That the value of the property shall be \$53, 428.00.
- B. That a replat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.



City Council Meeting

Item Number: 19
Meeting Date: July 23, 2024
To: City Council / City Manager
From: Diana Geerts, Senior Planner
Subject: AN ORDINANCE VACATING AND ABANDONING A 5,036-SQUARE FOOT PORTION OF ALLEY RIGHT-OF-WAY LOCATED ADJACENT TO LOT 1, BLOCK 1, KINGWICK PLACE ADDITION, SECTION 2 AND TRACT B, SUBDIVISION OF BLOCK 1, WARWICK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST SCHARBAUER DRIVE, APPROXIMATELY 640 FEET WEST OF NORTH I STREET); ADOPTING THE APPRAISAL BY THE ASSISTANT CITY MANAGER OF \$22,662.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, Landgraf Crutcher & Associates, is requesting to vacate a 0.116-acre portion of an alley, located adjacent to Lot 1, Block 1, Kingwick Place Addition, Section 2, and Tract B, Subdivision of Block 1, Warwick Addition, Section 22, Block 39, T-1-S T&P RR Co. Survey, City and County of Midland, Texas to minimize the traffic flow coming in from W. Scharbauer Drive.

Recommended City Council Action:

Approve

Fiscal Impact:

The 2024 appraised value of the right-of-way is a total value of \$22,662.00.

Strategic Priority:

(Quality of Life and Place)

Discussion:

The applicant is seeking to vacate a 0.116-acre (5,036 square feet) portion of an alley right-of-way to combine tract B, Subdivision of Block 1, Warwick Addition, and Lot 1, Block 1, Kingwick Place Addition, Section 2, and retain a general utility easement.

The Midland Central Appraisal District's appraisal of this land at a total of \$22,662.00 using the formula of 5,036 square feet x \$4.50.

The property owner will replat Lot 1, Block 1, Kingwick Place Addition, Section 2 and Tract B, Subdivision of Block 1, Warwick Addition, City and County of Midland, Texas, to include the .116-acre right-of-way being vacated as one lot.

This request has been circulated and reviewed by all pertinent City departments and franchise utility companies. Their comments, conditions, and requests are as follows:

Oil & Gas: (Approved)

No oil and gas issues.

Building Code: (Approved)

No objections.

Engineering: (Approved with Conditions)

No objections to vacation. Applicant shall be responsible for relocating any and all utilities or providing easements as needed. The 21 inch wastewater main would require a 30 foot Public Utility Easement on center due to the size and depth of the wastewater main.

Fire: (Approved)

No objection.

Transportation: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

GIS: (Approved)

Legal description should show that vacation is in the City. "...City and County of Midland, Texas."

AT&T: (Approved)

We don't have anything in that alleyway.

Atmos: (Approved)

Atmos Energy currently has facilities located within the above-described alley Right of Way between Warwick and Scharbauer Dr. south of Shell. We currently have a gas main that extends along the north portion of this alley right of way. Atmos would have no objection to the proposed vacation as long as a utility easement can be maintained where our main is located since we are currently serving customers from this line.

ASTOUND: (Approved)

Yes, we do have services in the section you have on your map. We are attached to the Oncor poles in that section.

Oncor: (Approve)

The Warwick Alley Abandonment is ready to be approved by Oncor and can be moved forward with the City of Midland vacation approval process.

Altice USA: (Approved)

Optimum has aerial coax plant on the power poles on the west side of the alley. There's 2 active customer's being serviced, the requestor will be responsible for the costs for us to relocate our plant to underground.

Planning:

Pertinent City departments and franchise utility companies have reviewed this vacation request.

Therefore, staff recommends approval this request, subject to conditions A through B.

Conditions:

A. That the value of the property shall be \$22,662.00.

B. That a replat of the subject property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County.

Letters of Objection:

As of July 17, 2024, staff has not received any letters of objection to this request.

Attachments:

Metes & Bounds (Exhibit A)
Vacation Survey (Exhibit B)
Application
Maps
Responses from Franchise Utility Companies

For E. Out

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE VACATING AND ABANDONING A
5,036-SQUARE FOOT PORTION OF ALLEY
RIGHT-OF-WAY LOCATED ADJACENT TO LOT 1,
BLOCK 1, KINGWICK PLACE ADDITION, SECTION 2
AND TRACT B, SUBDIVISION OF BLOCK 1,
WARWICK ADDITION, CITY AND COUNTY OF

MIDLAND, TEXAS (GENERALLY LOCATED ON THE
WHEREAS, it has been determined by the Midland City Council that a 5,036-
square NORTH SIDE OF WEST SCHARBAUER DRIVE,

APPROXIMATELY 640 FEET WEST OF NORTH I
foot portion of alley right-of-way located adjacent to Lot 1, Block 1, Kingwick
Place STREET); ADOPTING THE APPRAISAL BY THE

ASSISTANT CITY MANAGER OF \$22,662.00;
Addition, Section 2 and Tract B, Subdivision of Block 1, Warwick Addition, City
and RETAINING A NONEXCLUSIVE UTILITY EASEMENT;

AND ORDERING RECORDATION BY THE CITY
County of Midland, Texas, as described in Exhibits "A" and "B" attached hereto and
made SECRETARY

WHEREAS, an application for vacating the Property has been received by the
a part hereof for all legal purposes (the "Property"), is no longer needed for public
from the abutting property owner;
use; and
and

WHEREAS, the Assistant City Manager has appraised the value of the

City's
WHEREAS, Section 272.001 of the Texas Local Government Code provides that
a

property interest in the Property at \$22,662.00, as shown in Exhibit "C" attached

hereto, and
WHEREAS, the Council finds it to be in the public interest to abandon and vac
political subdivision may not convey, sell, or exchange its interest in land without
ate
the Property;
incorporated herein by reference; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
notice and bid requirements, unless the conveyance is to one or more abutting
CITY OF MIDLAND, TEXAS:

property
PACKET

19.5

July 23, 2024

owners; and

SECTION ONE. That the Property is hereby vacated and abandoned for all public

purposes. Provided, however, that the City is hereby abandoning only the public interest in

SECTION TWO. That this ordinance shall not be effective until:
the Property, and this ordinance in no way affects any private easement or access
A. the City of Midland has received from the abutting property owner(s) the
easement sum

B. a replat of the Property is approved by the City of Midland and filed
of \$22,662.00; and
which abutting property owners may have in the Property.

SECTION THREE. That the City herein retains an accessible nonexclusive utility
recorded with the County Clerk of Midland County, Texas.

easement across, through, over, under, on and along the Property until all entities
that were

SECTION FOUR. That upon the City's receipt of the approval of this
using the Property for utility purposes, the City shall have
ordinance to have

board of the City Secretary the Property authorized and directed to file a certified copy
of this

The above and foregoing ordinance was duly proposed, read in full and
ordinance adopted by the County Clerk of Midland County, Texas, for purposes of recording
in the

first reading, the ____ day of _____, A.D., 2024; and passed to second
reading
Official Records of Midland County, Texas.

Council members voting "AYE":
on motion of Council member _____, seconded by Council
member

Council members voting "NAY":

_____, by the following vote:
The above and foregoing ordinance was read in full and finally adopted
by the
following vote upon motion of Council member _____, seconded by
Council member _____, 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"



ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING

lca@lcaodessa.com

521 N. Texas Ave. • Odessa, Texas 79761

(432) 332-5058 or 580-8812 • Fax (432) 332-8812

Engineering Firm# 001363 • Surveying Firm# 10034300

**METES & BOUNDS DESCRIPTION
OF A 5,036 SQUARE FOOT ALLEY ABANDONMENT
LOCATED BETWEEN LOT 1 BLOCK 1, KINGWICK PLACE ADDITON SECTION 2
AND TRACT "B", SUBDIVISION OF BLOCK 1, WARWICK ADDITION
LOCATED IN SECTION 22, BLOCK 39, T-1-S
T&P RR CO. SURVEY
MIDLAND, MIDLAND COUNTY, TEXAS**

BEING A 5,036 SQUARE FOOT ALLEY ABANDONMENT, SAID ALLEY BEING 30-FEET WIDE, LOCATED BETWEEN LOT 1 BLOCK 1, KINGWICK PLACE ADDITON SECTION 2 AS DESCRIBED IN CABINET D, PAGE 207 OF THE MIDLAND COUNTY PLAT RECORDS, AND TRACT "B", SUBDIVISION OF BLOCK 1, WARWICK ADDITION, AS DESCRIBED IN CABINET A, PAGE 118 OF SAID MIDLAND COUNTY PLAT RECORDS AND BEING LOCATED IN SECTION 22, BLOCK 39, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS AND BEING MORE PARTICULARL DESCRIBED BY METES & BOUNDS AS FOLLOEW:

BEGINNING at (Y= 10,699,732.18' & X= 1,749,314.24') a ½" Iron Rod (Control Monument) found at the southwest corner of said Lot 1 Block 1, Kingwick Place Addition on the northern right-of-way of West Scharbauer Drive and the east line of said 30-foot alley,

THENCE South 32°57'08" West with said Scharbauer Drive, a distance of 40.88 feet to a ½" Iron Rod with cap marked "LCA ODESSA TX" set at the south corner of said Tract "B";

THENCE North 14°15'28" West with the west line of said 30-foot alley and the east line of said Tract "B", a distance of 181.72 feet to a ½" Iron Rod with cap marked "LCA ODESSA TX" set at the northwest corner for this abandonment;

THENCE North 75°44'32" East crossing said alley, a distance of 30.00 feet to a ½" Iron Rod with cap marked "ASB 5689" (Control Monument) found at a cut-back corner of said alley and said Lot 1, Block 2;

THENCE South 14°15'28" East with the east line of said 30-foot alley and the west line of said Lot 1, Block 1, a distance of 153.95 feet to the Point of the Beginning containing 5,036 square feet or 0.116 surface acres. Bearings, distances and coordinates are relative to the Texas Coordinate System, 1983 NAD, Central Zone, based on the City of Midland GPS Control Monument "4210" (Y=10,698,976.99' and X=1,747,475.90' with a theta angle of -00°54'45" with a combined grid factor of 0.999902307 as published in US Survey feet.

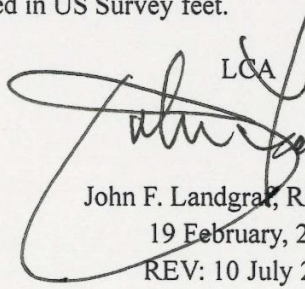
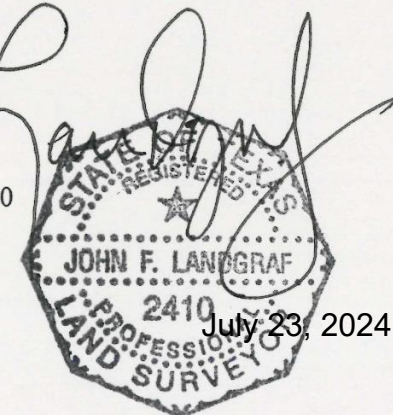
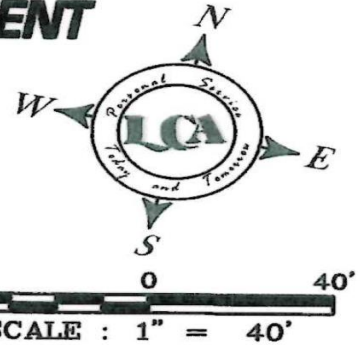
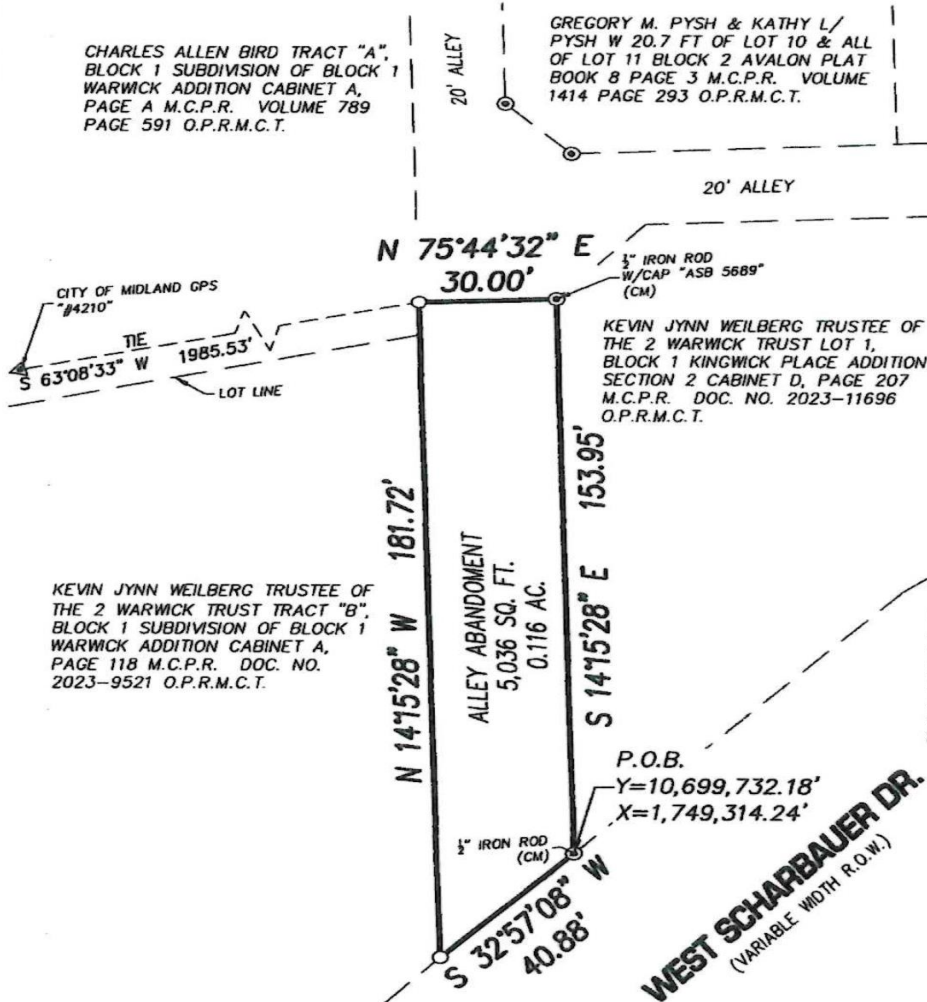
LCA

John F. Landgraf, RPLS 2410
19 February, 2024
REV: 10 July 2024


EXHIBIT
5,036 SQUARE FOOT ALLEY ABANDONMENT
 LOCATED BETWEEN LOT 1, BLOCK 1,
 KINGWICK PLACE ADDITION SECTION 2 &
 TRACT B, SUBDIVISION OF BLOCK 1,
 WARWICK ADDITION
 IN SECTION 22, BLOCK 39, T-1-S
 T&P RR. CO. SURVEY
 MIDLAND COUNTY, TEXAS



CHARLES ALLEN BIRD TRACT "A",
 BLOCK 1 SUBDIVISION OF BLOCK 1
 WARWICK ADDITION CABINET A,
 PAGE A M.C.P.R. VOLUME 789
 PAGE 591 O.P.R.M.C.T.

GREGORY M. PYSH & KATHY L/
 PYSH W 20.7 FT OF LOT 10 & ALL
 OF LOT 11 BLOCK 2 AVALON PLAT
 BOOK 8 PAGE 3 M.C.P.R. VOLUME
 1414 PAGE 293 O.P.R.M.C.T.



KEVIN JYNN WEILBERG TRUSTEE OF
 THE 2 WARWICK TRUST TRACT "B",
 BLOCK 1 SUBDIVISION OF BLOCK 1
 WARWICK ADDITION CABINET A,
 PAGE 118 M.C.P.R. DOC. NO.
 2023-9521 O.P.R.M.C.T.

KEVIN JYNN WEILBERG TRUSTEE OF
 THE 2 WARWICK TRUST LOT 1,
 BLOCK 1 KINGWICK PLACE ADDITION
 SECTION 2 CABINET D, PAGE 207
 M.C.P.R. DOC. NO. 2023-11696
 O.P.R.M.C.T.

BEARING NOTE:

BEARINGS DISTANCES & COORDINATES
 ARE BASED UPON THE TEXAS
 COORDINATE SYSTEM, NAD 83, CENTRAL
 ZONE, CITY OF MIDLAND G.P.S.
 MONUMENT "# 4210" WITH A THETA
 ANGLE OF -00°54'45" AND A COMBINED
 GRID FACTOR OF 0.999902307 IN US
 SURVEY FEET.

P.O.B.
 Y=10,699,732.18'
 X=1,749,314.24'
WEST SCHARBAUER DR.
 (VARIABLE WIDTH R.O.W.)

STATE OF TEXAS
 COUNTY OF ECTOR

LEGEND

- FOUND 1/2" I.R. W/CAP
 "LCA ODESSA TX" UNLESS
 OTHERWISE NOTED
- SET 1/2" I.R. W/CAP UNLESS
 OTHERWISE NOTED
- (CM) CONTROL MONUMENT
- O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS
 MIDLAND COUNTY TEXAS
- M.C.P.R. MIDLAND COUNTY PLAT
 RECORDS

I, John F. Landgraf, a Registered Professional Land Surveyor,
 No. 2410, do hereby certify that the above plat represents a
 survey actually made on the ground by me or under my direct
 supervision and is true and correct to the best of my knowledge
 and belief.

John F. Landgraf, R.P.L.S. #2410
 19 February 2024



ENG. _____ E.T. _____
 SVY. _____
 LCA JOB No. 2024-002

LCA
 Personal Service, Today and Tomorrow

ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING
 521 North Texas, Odessa Tx. 79761 F-001363 F-10034300
 Phone # (432) 332-5058

July 26, 2024



Office of the City Manager

July 11, 2024

Midland City Council
City of Midland, Texas

RE: Request for vacation of a 5,036-square foot portion of alley right-of-way located adjacent to Lot 1, Block 1, Kingwick Place Addition, Section 2 and Tract B, Subdivision of Block 1, Warwick Addition, City and County of Midland, Texas

Dear Members of the City Council:

The above-referenced property has been appraised in accordance with Chapter 272 of the Texas Local Government Code. The fair market value of the property is \$22,662.00. Upon the City's receipt of this sum from the adjoining property owner(s), the ordinance vacating and abandoning the City's interest in the property may be recorded in the Midland County Clerk's office.

Very truly yours,

Jose Ortiz
Assistant City Manager

PACKET

19.10

EXHIBIT "C"
July 23, 2024



ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING

lca@lcaodessa.com

521 N. Texas Ave. • Odessa, Texas 79761

(432) 332-5058 or 580-8812 • Fax (432) 332-8812

Engineering Firm# 001363 • Surveying Firm# 10034300

**METES & BOUNDS DESCRIPTION
OF A 5,036 SQUARE FOOT ALLEY ABANDONMENT
LOCATED BETWEEN LOT 1 BLOCK 1, KINGWICK PLACE ADDITON SECTION 2
AND TRACT "B", SUBDIVISION OF BLOCK 1, WARWICK ADDITION
LOCATED IN SECTION 22, BLOCK 39, T-1-S
T&P RR CO. SURVEY
MIDLAND, MIDLAND COUNTY, TEXAS**

BEING A 5,036 SQUARE FOOT ALLEY ABANDONMENT, SAID ALLEY BEING 30-FEET WIDE, LOCATED BETWEEN LOT 1 BLOCK 1, KINGWICK PLACE ADDITON SECTION 2 AS DESCRIBED IN CABINET D, PAGE 207 OF THE MIDLAND COUNTY PLAT RECORDS, AND TRACT "B", SUBDIVISION OF BLOCK 1, WARWICK ADDITION, AS DESCRIBED IN CABINET A, PAGE 118 OF SAID MIDLAND COUNTY PLAT RECORDS AND BEING LOCATED IN SECTION 22, BLOCK 39, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS AND BEING MORE PARTICULARL DESCRIBED BY METES & BOUNDS AS FOLLOEW:

BEGINNING at (Y= 10,699,732.18' & X= 1,749,314.24') a ½" Iron Rod (Control Monument) found at the southwest corner of said Lot 1 Block 1, Kingwick Place Addition on the northern right-of-way of West Scharbauer Drive and the east line of said 30-foot alley,

THENCE South 32°57'08" West with said Scharbauer Drive, a distance of 40.88 feet to a ½" Iron Rod with cap marked "LCA ODESSA TX" set at the south corner of said Tract "B";

THENCE North 14°15'28" West with the west line of said 30-foot alley and the east line of said Tract "B", a distance of 181.72 feet to a ½" Iron Rod with cap marked "LCA ODESSA TX" set at the northwest corner for this abandonment;

THENCE North 75°44'32" East crossing said alley, a distance of 30.00 feet to a ½" Iron Rod with cap marked "ASB 5689" (Control Monument) found at a cut-back corner of said alley and said Lot 1, Block 2;

THENCE South 14°15'28" East with the east line of said 30-foot alley and the west line of said Lot 1, Block 1, a distance of 153.95 feet to the Point of the Beginning containing 5,036 square feet or 0.116 surface acres. Bearings, distances and coordinates are relative to the Texas Coordinate System, 1983 NAD, Central Zone, based on the City of Midland GPS Control Monument "4210" (Y=10,698,976.99' and X=1,747,475.90' with a theta angle of -00°54'45" with a combined grid factor of 0.999902307 as published in US Survey feet.

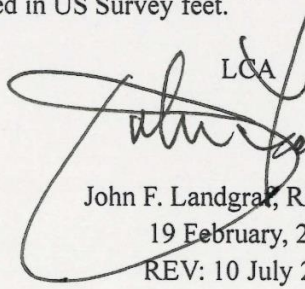
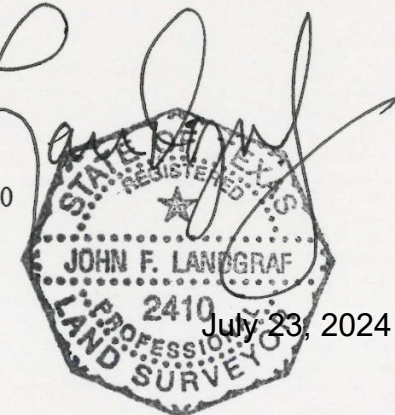
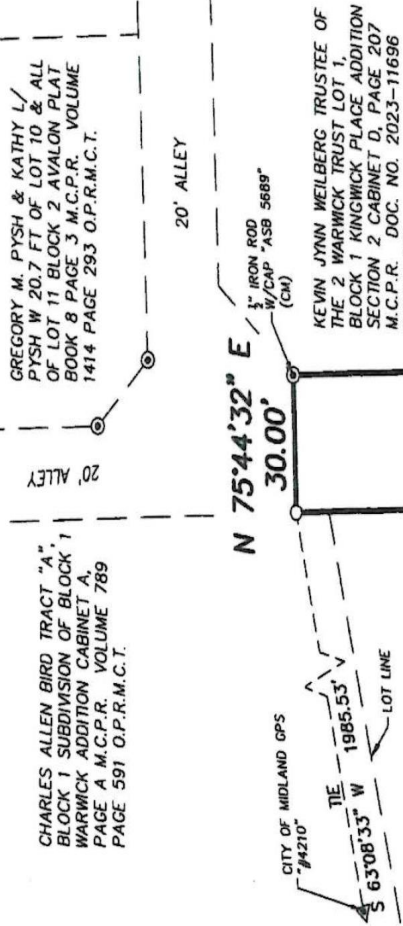
LCA

John F. Landgraf, RPLS 2410
19 February, 2024
REV: 10 July 2024

July 23, 2024

EXHIBIT 5,036 SQUARE FOOT ALLEY ABANDONMENT

LOCATED BETWEEN LOT 1, BLOCK 1,
KINGWICK PLACE ADDITION SECTION 2 &
TRACT B, SUBDIVISION OF BLOCK 1,
WARWICK ADDITION

IN SECTION 22, BLOCK 39, T-1-S
T&P RR. CO. SURVEY

MIDLAND COUNTY, TEXAS



CHARLES ALLEN BIRD TRACT "A",
BLOCK 1 SUBDIVISION OF BLOCK 1,
WARWICK ADDITION CABINET A,
PAGE A M.C.P.R. VOLUME 789
PAGE 591 O.P.R.M.C.T.

GREGORY M. PYSH & KATHY L.
PYSH, W 20.7 FT OF LOT 10 & ALL
OF LOT 11 BLOCK 2 AVALON PLAT
BOOK 8 PAGE 3 M.C.P.R. VOLUME
1414 PAGE 293 O.P.R.M.C.T.

KEVIN JYNN WEILBERG TRUSTEE OF
THE 2 WARWICK TRUST TRACT "B",
BLOCK 1 SUBDIVISION OF BLOCK 1,
WARWICK ADDITION CABINET A,
PAGE 118 M.C.P.R. DOC. NO.
2023-9521 O.P.R.M.C.T.

KEVIN JYNN WEILBERG TRUSTEE OF
THE 2 WARWICK TRUST LOT 1,
BLOCK 1 KINGWICK PLACE ADDITION
SECTION 2 CABINET D, PAGE 207
M.C.P.R. DOC. NO. 2023-11696
O.P.R.M.C.T.

BEARINGS DISTANCES & COORDINATES
ARE BASED UPON THE TEXAS
COORDINATE SYSTEM, NAD 83, CENTRAL
ZONE, CITY OF MIDLAND G.P.S.
MONUMENT "# 4210" WITH A THETA
ANGLE OF -00°54'45" AND A COMBINED
GRID FACTOR OF 0.999902307 IN US
SURVEY FEET.

STATE OF TEXAS
COUNTY OF ECTOR

I, John F. Landgraf, a Registered Professional Land Surveyor,
No. 2410, do hereby certify that the above plat represents a
survey actually made on the ground by me or under my direct
supervision and is true and correct to the best of my knowledge
and belief.

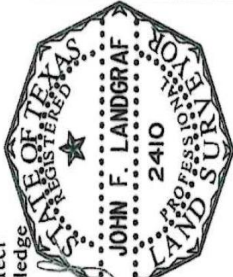
LEGEND

- FOUND 1/2" I.R. W/CAP
"LCA ODESSA TX" UNLESS
OTHERWISE NOTED
- SET 1/2" I.R. W/CAP UNLESS
OTHERWISE NOTED
- CONTROL MONUMENT
- OFFICIAL PUBLIC RECORDS
MIDLAND COUNTY TEXAS
- MIDLAND COUNTY PLAT
RECORDS

ENC. _____ E.T. _____
SVY. _____ DFT. _____
LCA JOB No. 2024-002



ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING
321 North Texas, Odessa Tx. 79761 F-1003-4300
Phone # (409) 839-5058
E-Mail : lca@lcaodessa.com





Vacate Right-of-Way/Public Utility Easement/Land/Street Application

Project Number: _____

Case Number: _____

Applicant (if acting as Agent, see affidavit on page 2)

Printed Name: LCA, Inc.

Phone (432) 332-5058

Email LCA@LCAODESSA.COM

Address 521 N Texas Ave

City Odessa

State TX

Zip 79761

Application is hereby made to the City Council to vacate the following:

- ☒ Right-of-Way (Alley)
- ☐ Public Utility Easement
- ☐ Land
- ☐ Street

Description of Address: A 5,036 Square acre foot portion of the alley between 1606 W. Shaurbauer Dr. & 2 Warwick Place, Midland, Texas.

Reason for Request: This is to combine tract 13, Subdivision of Block 1 Warwick Addition and Lot 1 Block 1, Kingwick Place Addition Section 2 and retain a general utility easement .

Reasons, in applicant's opinion, why the requested vacation will not adversely affect the public welfare or will contribute to it in a positive way: This abandonment will not adversely affect the public welfare.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Sealed metes and bounds description of the property to be vacated (included on the map) and total square feet of vacation. Include ownership, legal and deed information for adjacent property owners
- Digital Copies of Site Plan (PDF/JPEG)

Utility Company Approval

Clearance is needed from the following utility companies:

- | | | | |
|-------------------|---------------------------|-------------------------|------------------|
| • City of Midland | • Atmos Energy | • Sharyland Utilities | • Oncor Electric |
| • AT&T | • Suddenlink Cable TV Co. | • Grande Communications | |

The City will route the request to these companies, but it is the applicant's responsibility to ensure clearance has been obtained to resolve any issues that may arise.

Policies

1. If the vacation request involves only a portion of a section right-of-way, such that approval would not affect the public's ability to travel along said right-of-way, then the request will be scheduled for consideration by the City Council. No public hearing will be needed.
2. If the vacation request involves an entire section of right-of-way, such that approval would cause the public to lose all rights to use it, then the following procedures apply:
 - a. Nearby land owners who have a reasonable expectation to use said right-of-way, as determined by the Transportation Division, must first agree to the proposed vacation. It is the applicant's responsibility to obtain a letter of concurrence signed by the affected landowners.
 - b. If all letters are received indicating that the affected landowners agree to the request, then a public hearing before the City Council will be scheduled. The Transportation Division will mail public notice of the hearing to landowners within 400 feet of the affected right-of-way.
 - c. If a request is approved, the right-of-way shall be divided into two equal parts, with each half becoming the property of the respective abutting owner. If the applicant desires to own the entire width, he or she must negotiate with the opposite landowner.

Signatures

Applicant (signature):

Date:

Affected Property Owners:

Signature:

Print:

Date:

Signature:

Print:

Date:

Signature:

Print:

Date:

Signature:

Print:

Date:

The Vacation of right-of-way/public utility easement/land/street shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

FOR OFFICE USE ONLY

☐ 1 FOLDED Copy of Survey Plat

☐ Plans in Digital Format (PDF/JPEG)

☐ Application Fee

Check # _____

Received By:

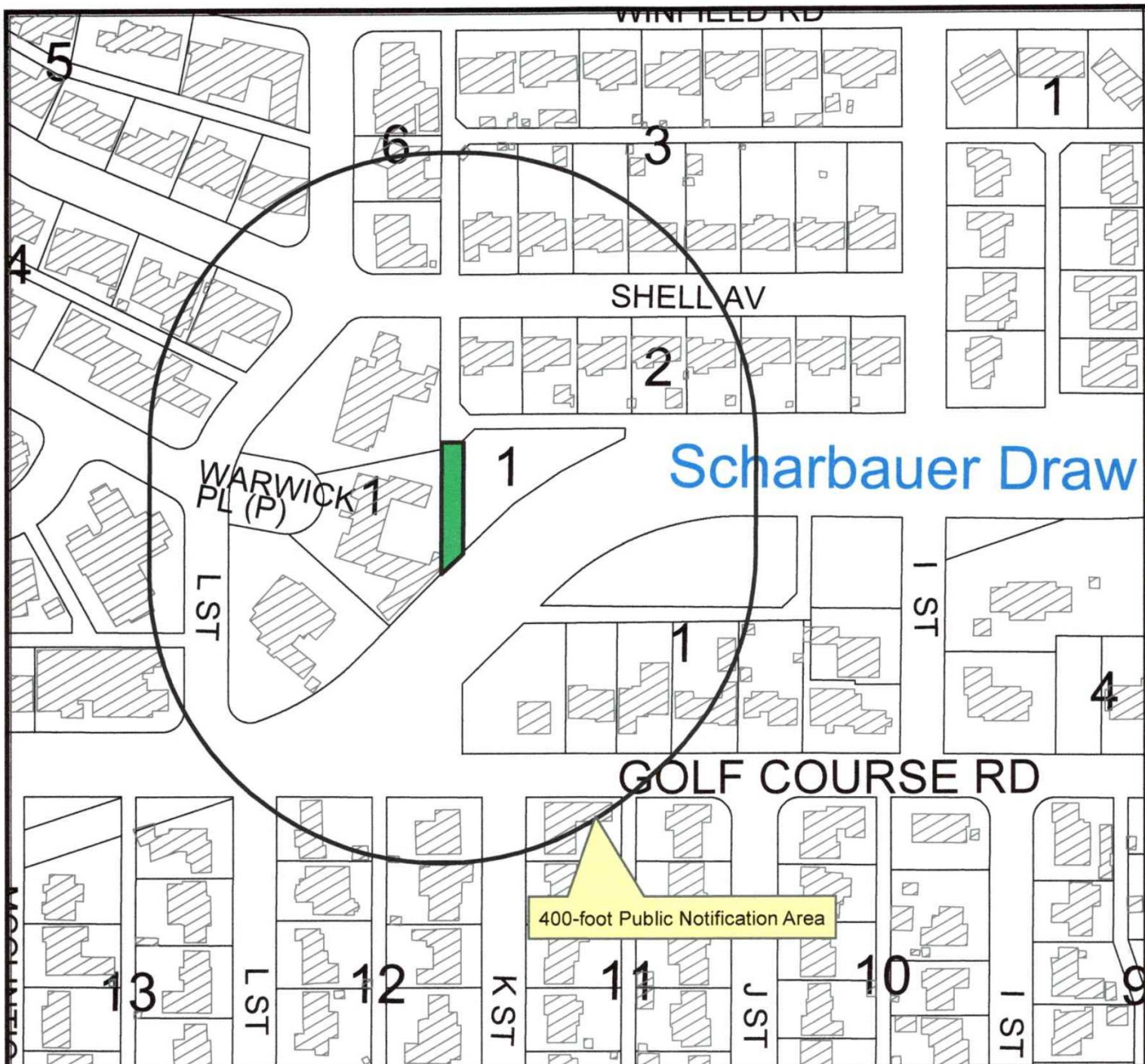
Date:

PACKET

19 14

July 23, 2024

****Application will not be considered for scheduling until reviewed by a planner.****



Location Map

V-24-0062

Scale: 1" = 600'

Consider a request by Landgraf Crutcher & Associates for a vacation of a 5,036-square foot portion of an alley, located adjacent to Lot 1, Block 1, Kingwick Place Addition, Section 2 and Tract B, Subdivision of Block 1, Warwick Addition, City and County of Midland, Texas.

Generally located on the north side of W. Scharbauer Drive, approximately 640-feet west of N. "I" Street.
(District 3) **PACKET**

19.15

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

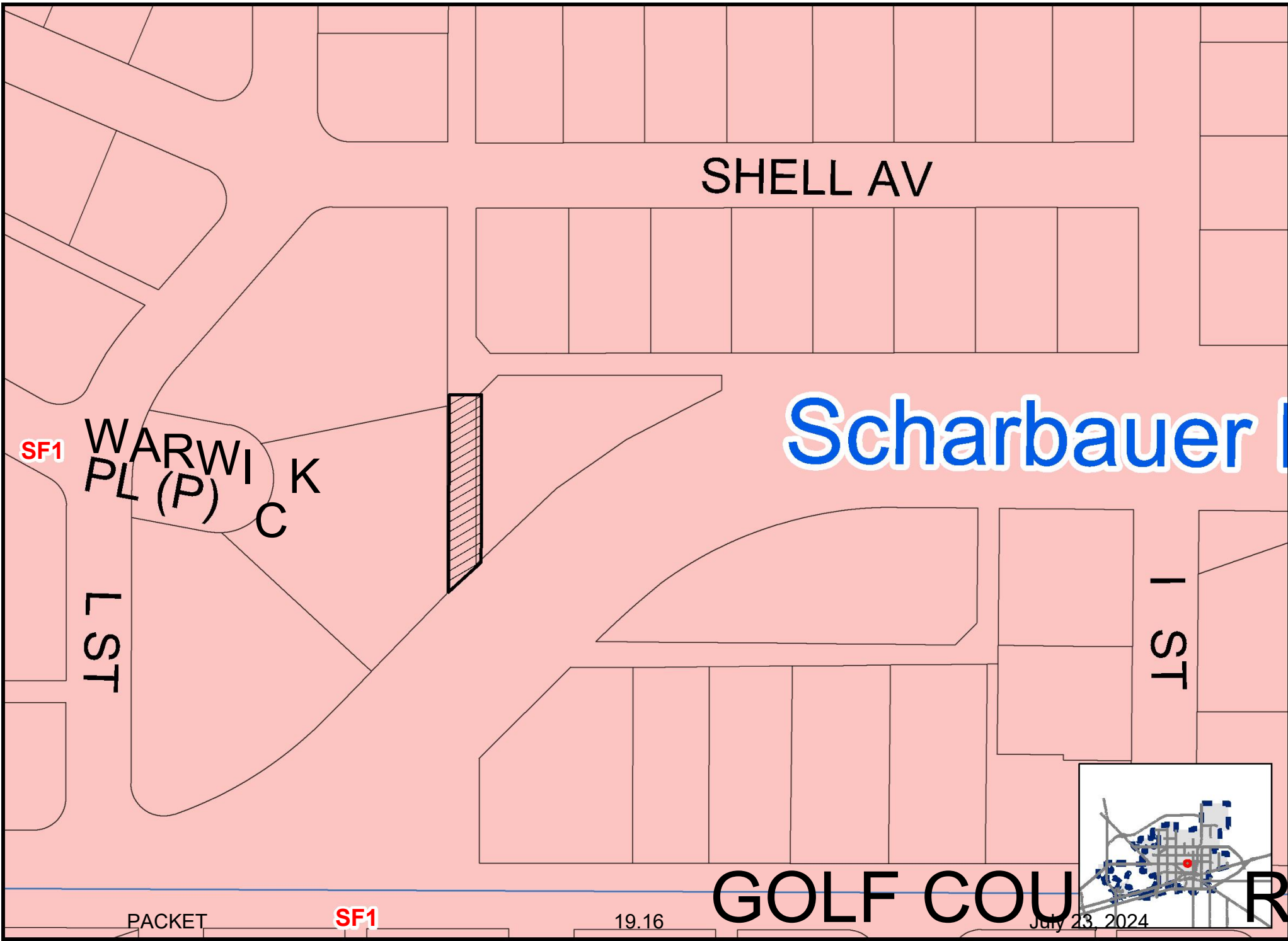


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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

July 23, 2024



From: [UNDERWOOD, JERRY D](#)
To: [Diana Geerts](#)
Subject: RE: V-24-0062 1606 W Scharbauer Vacation
Date: Tuesday, March 5, 2024 6:10:09 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)



Good morning,

We don't have anything in that alleyway.

Thanks,
Jerry

Jerry Underwood
Sr. Specialist OSP Design Engineer
Midland Engineering
AT&T

AT&T Technology Operations

410 W Missouri, Midland, TX 79701
m 432-296-2821 / ju1659@att.com

From: Diana Geerts <dgeerts@midlandtexas.gov>
Sent: Monday, March 4, 2024 2:43 PM
To: UNDERWOOD, JERRY D <ju1659@att.com>
Subject: V-24-0062 1606 W Scharbauer Vacation

Good Afternoon,

This vacation is scheduled to go on the April 9th, City Council Meeting.
Please see the attached documents and notify me if you have any comments,
or no comments.

Respectfully,

Diana Geerts
Senior Planner | Development Services
O. 432-685-7577
dgeerts@midlandtexas.gov



300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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ATMOS ENERGY

West Texas Division
P.O. Box 1111,
Midland, Texas 79702

City of Midland
Diana Geerts
Senior Planner/Planning Division
300 N. Loraine
Midland, Texas 79701

March 8, 2024

Re: Case Name: Warwick Vacation
Case Number: V-24-0062

Diana,

Atmos Energy currently has facilities located within the above-described alley Right of Way between Warwick and Scharbauer Dr. south of Shell. We currently have a gas main that extends along the north portion of this alley right of way. Atmos would have no objection to the proposed vacation as long as a utility easement can be maintained where our main is located since we are currently serving customers from this line.

Please let me know if you have any further questions.

Sincerely,

A handwritten signature in black ink that reads "Mark Lieb".

Mark Lieb
Project Specialist
Atmos Energy/Permian Basin
432-967-0370 cell
mark.lieb@atmosenergy.com

From: [Henderson, Jeffrey](#)
To: [Diana Geerts](#)
Subject: FW: Warwick Addition Alley Abandonment
Date: Tuesday, June 25, 2024 9:31:26 AM
Attachments: [image001.png](#)
[Warwick Plat.pdf](#)



Sorry, I forgot to add you to this yesterday.

From: Henderson, Jeffrey
Sent: Monday, June 24, 2024 3:41 PM
To: 'George Thornley' <get@lcaodessa.com>
Cc: John Landgraf <jfl@lcaodessa.com>; Ortega, Gus Ortega <Gustavo.Ortega@oncor.com>; Chad Blankenship (Chad.Blankenship@oncor.com) <Chad.Blankenship@oncor.com>; Benavides, Rosalinda <Rosalinda.Benavides@oncor.com>; Arguello, Martin <Martin.Arguello@oncor.com>; Cavazos, Ryan <Ryan.Cavazos@oncor.com>; 'Cale Lancaster' <Cale@rwarchitects.com>; Mark Wellen <mtw@rwarchitects.com>
Subject: Warwick Addition Alley Abandonment

Good afternoon Diana,

The Warwick Alley Abandonment is ready to be approved by Oncor and can be moved forward with the City of Midland vacation approval process. Please see attached survey for your reference.

Thanks,
Jeff



Jeffrey R. Henderson
Supervisor, Distribution Design
Oncor | PMDS
883 N Graham St.
Stephenville, Tx 76401

Office: 254-977-1910
Cell: 817-271-1422
Email: jeffrey.henderson@oncor.com

My Manager: Chad Blankenship
Phone: 325-456-2674
Email: Chad.Blankenship@oncor.com

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From: [Ruben Guerra](#)
To: [Diana Geerts](#)
Subject: Re: V-24-0062 1606 W Scharbauer Vacation
Date: Monday, March 4, 2024 3:52:46 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)



Diana

Yes we do have service's in the section you have on your map. We are attached to the Oncor poles in that section.

Thank You

Ruben Guerra

Construction Coordinator

O: 432-272-3088

C: 432-653-9369

Ruben.Guerra@astound.com

Astound Business Solutions

Powered by RCN | Grande | Wave

astound.com

On Mon, Mar 4, 2024 at 2:44 PM Diana Geerts <dgeerts@midlandtexas.gov> wrote:

Good Afternoon,

This vacation is scheduled to go on the April 9th, City Council Meeting. Please see the attached documents and notify me if you have any comments, or no comments.

Respectfully,

Diana Geerts

Senior Planner | Development Services

O. 432-685-7577

dgeerts@midlandtexas.gov



300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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From: LReyna@midcad.org
To: [Diana Geerts](#)
Subject: Re: FW: V-24-0062 1606 W Scharbauer Vacation
Date: Wednesday, March 13, 2024 2:47:55 PM
Attachments: [ATT00001.png](#)
[ATT00002.png](#)
[ATT00003.png](#)
[ATT00004.png](#)
[ATT00005.png](#)
[ATT00006.png](#)
[ATT00007.png](#)
[ATT00008.png](#)
[MEETS AND BOUNDS VACATION SCHARBUER.PDF](#)
[V-24-0062, Location Map.pdf](#)
[V-24-0062-SURVEY.PDF](#)
[MCAD-Warwick Vacation.pdf](#)
Importance: High



Valuation for the above vacation property: 5,036 square foot x \$4.50 = \$22,662 in value.

Hi Diana,

Please see the requested information above. My apologies for the delay in sending this to you and I really do appreciate that you reminded me!

Thank you for your patience and let me know if you need anything else.

***Lisa Reyna, RPA
Assistant Chief Appraiser
Midland Central Appraisal District
4631 Andrews Hwy
Midland, TX 79703
Phone (432) 699-4991
Fax (432) 689-7185***

From: "Diana Geerts" <dgeerts@midlandtexas.gov>
To: "LReyna@midcad.org" <LReyna@midcad.org>
Date: 03/13/2024 10:26 AM
Subject: FW: V-24-0062 1606 W Scharbauer Vacation

Good morning Lisa,

I just wanted to check in with you about this vacation, which is scheduled for the April 9th city council meeting, and confirm you received the needed documents for an estimated market value. Would you happen to know when you will be sending that out? Thank you for your time.

Respectfully,

Diana Geerts

Senior Planner | Development Services

O. 432-685-7577

dgeerts@midlandtexas.gov



300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

From: Diana Geerts

Sent: Monday, March 4, 2024 2:47 PM

To: LReyna@midcad.org

Subject: V-24-0062 1606 W Scharbauer Vacation

Good Afternoon,

This vacation is scheduled to go on the April 9th, City Council Meeting. Please see the attached documents and notify me if you have any comments, or no comments.

Respectfully,

Diana Geerts

Senior Planner | Development Services

O. 432-685-7577

dgeerts@midlandtexas.gov



300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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19.25

July 23, 2024

From: [Luis Montez](#)
To: [Diana Geerts](#)
Cc: [Eron Zapata](#)
Subject: RE: External E-mail - V-24-0062 1606 W Scharbauer Vacation
Date: Wednesday, March 6, 2024 10:39:25 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)



Diane, Optimum has aerial coax plant on the power poles on the west side of the alley. There's 2 active customer's being serviced, the requestor will be responsible for the costs for us to relocate our plant to underground.

From: Diana Geerts <dgeerts@midlandtexas.gov>
Sent: Monday, March 4, 2024 2:42 PM
To: Luis Montez <Luis.Montez@AlticeUSA.com>
Subject: External E-mail - V-24-0062 1606 W Scharbauer Vacation

[External Email]

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Good Afternoon,

This vacation is scheduled to go on the April 9th, City Council Meeting. Please see the attached documents and notify me if you have any comments, or no comments.

Respectfully,

Diana Geerts

Senior Planner | Development Services
O. 432-685-7577
dgeerts@midlandtexas.gov



300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

PACKET

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July 23, 2024

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Warwick Place Vacation

July 23, 2024



Visit Our Website:
MIDLANDTEXAS.GOV

PACKET

1

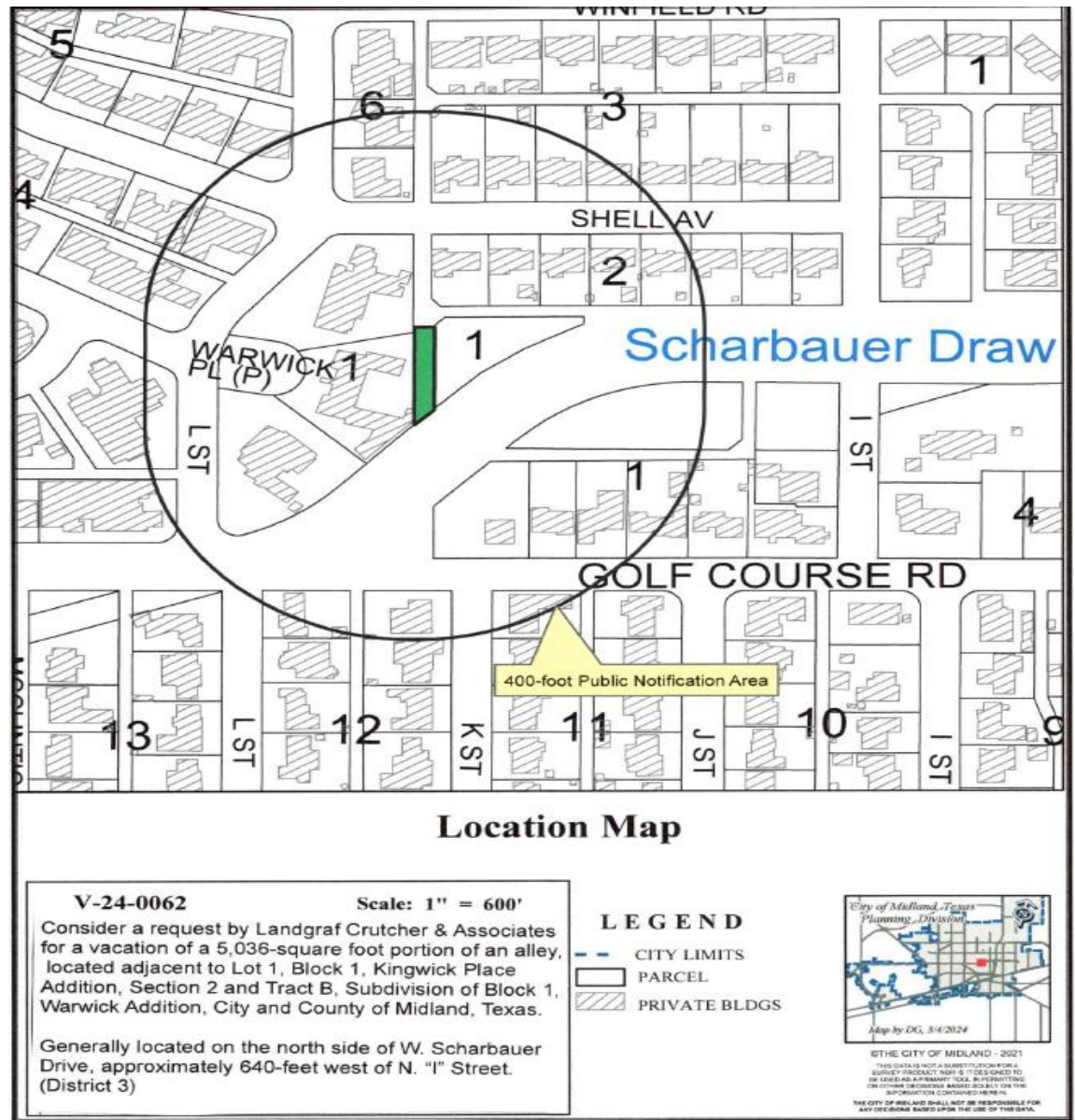
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July 23, 2024

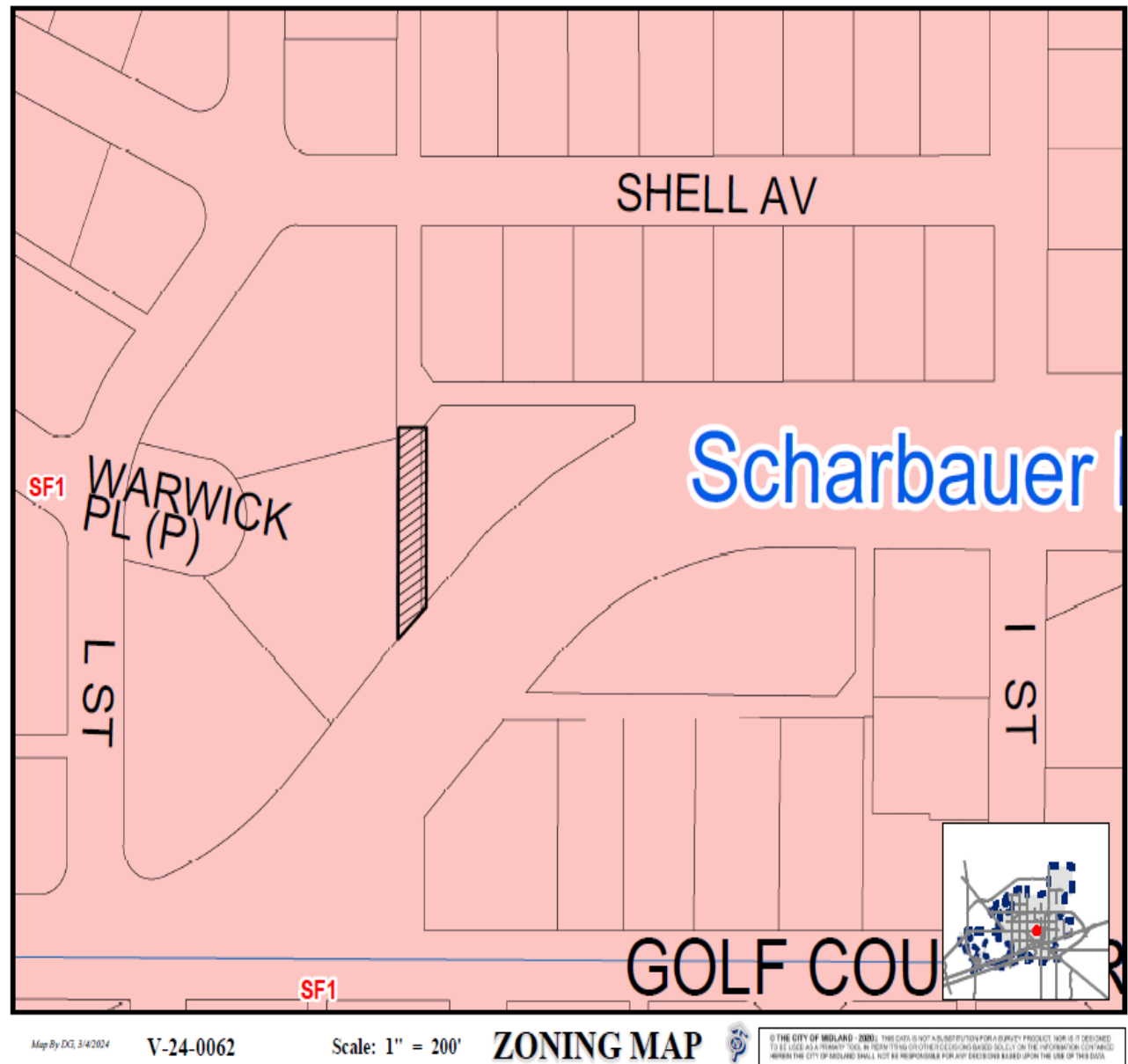


Warwick Place

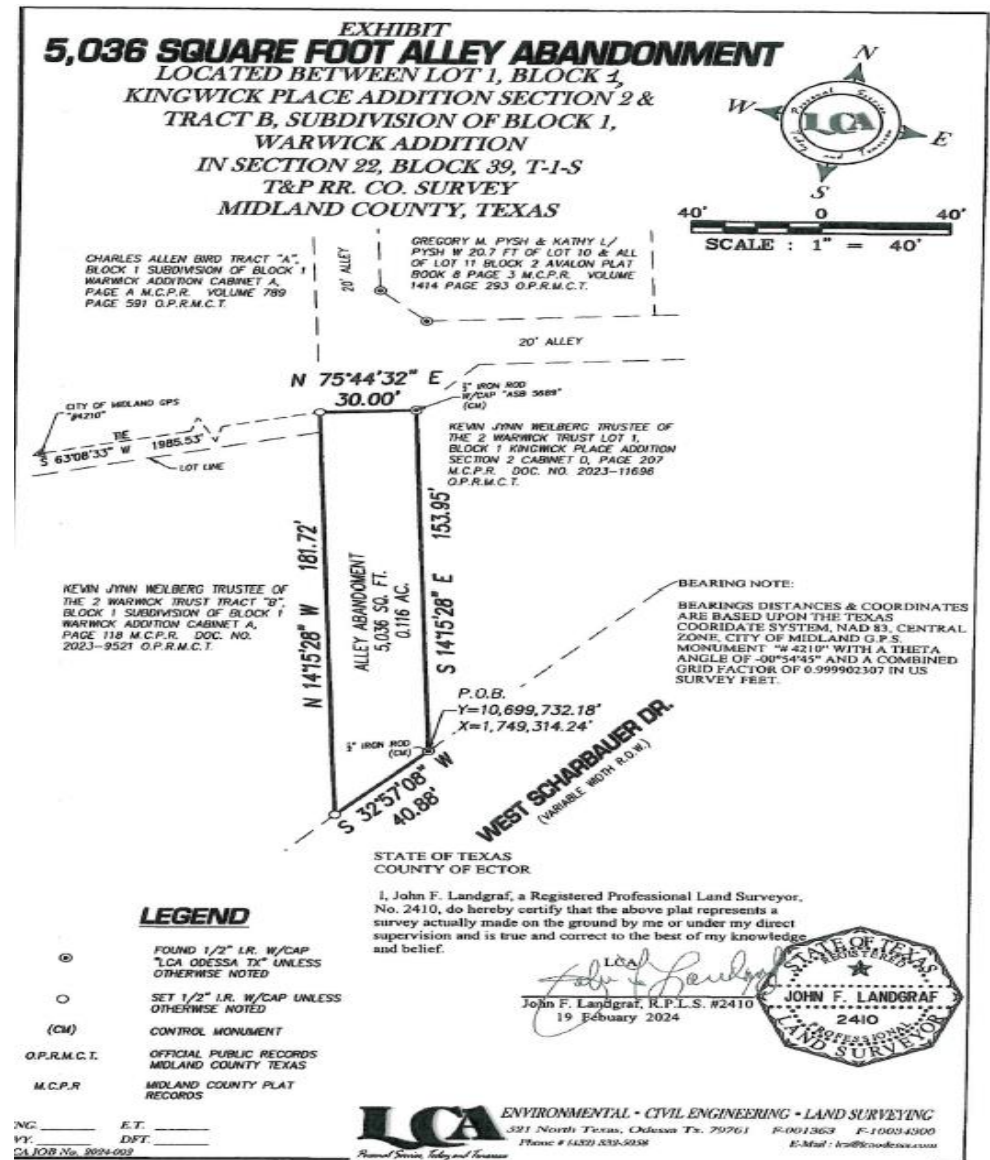
- LCA
- Vacate a 0.116-acre portion of alley right-of-way.



- Current Zoning: SF,1, Single Family Dwelling District
- Surrounding Zoning:
- North, East, South, and West: SF,1, Single Family Dwelling District



- 5,036 square-foot portion of alley right of way to be retained as a general utility easement.
- Combine Tract B, Subdivision of Block 1, Warwick Addition, and Lot 1, Block 1, Kingwick Place Addition, Section 2.



- Aerial



Staff has not received any letters of objection and the request meets all the City of Midland Zoning requirements of the City Ordinance.

Therefore, staff recommends APPROVAL of this request, subject to conditions A through B.

Conditions:

A. That the value of the property shall be \$22,662.00.

B. That a replat of the subject property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County.

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City Council Meeting

Item Number: 20
Meeting Date: July 23, 2024
To: City Council / City Manager
From: Diana Geerts, Senior Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 2,650-SQUARE FOOT PORTION OF LOT 5A, BLOCK 1, GATEWAY PLAZA, SECTION 12, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF STARBOARD DRIVE AND LIBERTY DRIVE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF BEER AND WINE 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 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, Marty Gautreaux is requesting approval of a Specific Used Designation with Term for the sale of beer and wine, for on premises consumption, in a restaurant at 5701 Starboard Drive, Suite 1.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Strategic Priority:

(Quality of Life and Place)

Current Zoning:

RR, Regional Retail District.

Surrounding Zoning and Land Use:

The property to the north is zoned PD, Planned Development District for Housing Development, O-2, Office District and the location of an apartment complex and a hotel, respectively. The property to the east is zoned PD, Planned Development District for a Shopping Center, and the location of a movie theater. Business the south and across Business Interstate-20 is located outside city limits and the location of industrial businesses. The property to the west is zoned PD, Planned Development District for a Shopping Center and the location of a motor sports store.

Analysis:

The applicant, Marty Gautreaux is requesting approval of a Specific Used Designation with Term for the sale of beer and wine, for on premises consumption, in a restaurant. The property is zoned RR, Regional Retail District, which allows the sale of alcoholic beverages, for on premises consumption, in a restaurant with the approval of a Specific Use Designation. The property previously functioned as The Rig Tacos, which was regulated by Ordinance No.10,120. The location of the proposed restaurant is located within a retail center and there is currently one other Specific Use Designation for a bar, Woody's Hideaway.

The floor plan attached here to Exhibit A illustrates a dining area of 1,000 square feet. There is also an outside patio area of approximately 775 square feet. A total of 1,775 square feet is being dedicated for the sale and on premises consumption of alcoholic beverages.

The proposed hours of operations for the restaurant are as followed:

Monday through Saturday from 11:00 a.m. to 12:00 a.m. (midnight)

The applicant is requesting the following hours for alcohol service as the following:

Monday through Saturday from 11:00 a.m. to 12:00 a.m. (midnight)

Per Midland City Code 5.4.4. –Prohibited place of business

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public school, public school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no churches, private schools, public schools, public school grounds, athletic stadium, public hospital within 300 feet measurement along the property lines of the street fronts, and from the front door in a direct line across intersection where they occur within this site.

This proposed project has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Building: (Approved)

The SUD for Marty G's is acceptable. The property must adhere to the maximum occupant load of 118 persons for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Engineering: (Approved)

No objection.

Transportation: (Approved)

No objection.

Fire: (Approved)

No comments.

Planning:

This request meets all requirements; therefore, staff recommends approval of the Specific Use Designation with Term for the sale of beer and wine, for on-premises consumption, in a restaurant, subject to Conditions A through G.

Conditions:

- A. That the serviceable area of the restaurant shall be limited to approximately 1,775 square feet as shown in Exhibits "A", which is attached hereto and incorporated herein for all purposes.**
- B. That the days and hours of alcoholic beverages sales and consumption shall be limited to:**

Monday through Saturday, from 11:00 a.m. to 12:00 a.m. (midnight)

- C. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.**

- D. That the establishment shall meet all requirements of the Fire Department and Code Administration.
- E. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.
- F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.
- G. That in accordance with Section 9.07.E. 3 of the City Code, the establishment shall receive a certificate of occupancy within 120 days from the final adoption date of this ordinance.

Letters of Objection:

As of July 12, 2024, staff has not received any letters of objection.

Attachments:

Floor Plan (Exhibit A)
Site Plan
Application
Maps
Photos
Powerpoint

Frederick D. Ott

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 2,650-SQUARE FOOT PORTION OF LOT 5A, BLOCK 1, GATEWAY PLAZA, SECTION 12, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF STARBOARD DRIVE AND LIBERTY DRIVE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF BEER AND WINE IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for a 2,650-square foot portion of Lot 5A, Block 1, Gateway Plaza, Section 12, City and County of Midland, Texas (the “Property”), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of beer and wine in a restaurant (the “Establishment”) for on-premises consumption, together with the uses permitted in the present RR, Regional Retail District.

SECTION TWO. That the Property shall be subject to the following conditions and

restrictions:

- A. That the serviceable area of the Establishment shall be limited to approximately 1,775 square feet as shown in Exhibit “A”, which is attached hereto and incorporated herein for all purposes.
- B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.
- C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Saturday from 11:00 a.m. to 12:00 a.m. (midnight).
- D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.
- E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.
- F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.
- G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland,

Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2024; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2024, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT "A"

Inside Serving Area=
1,000 Sq. Ft.

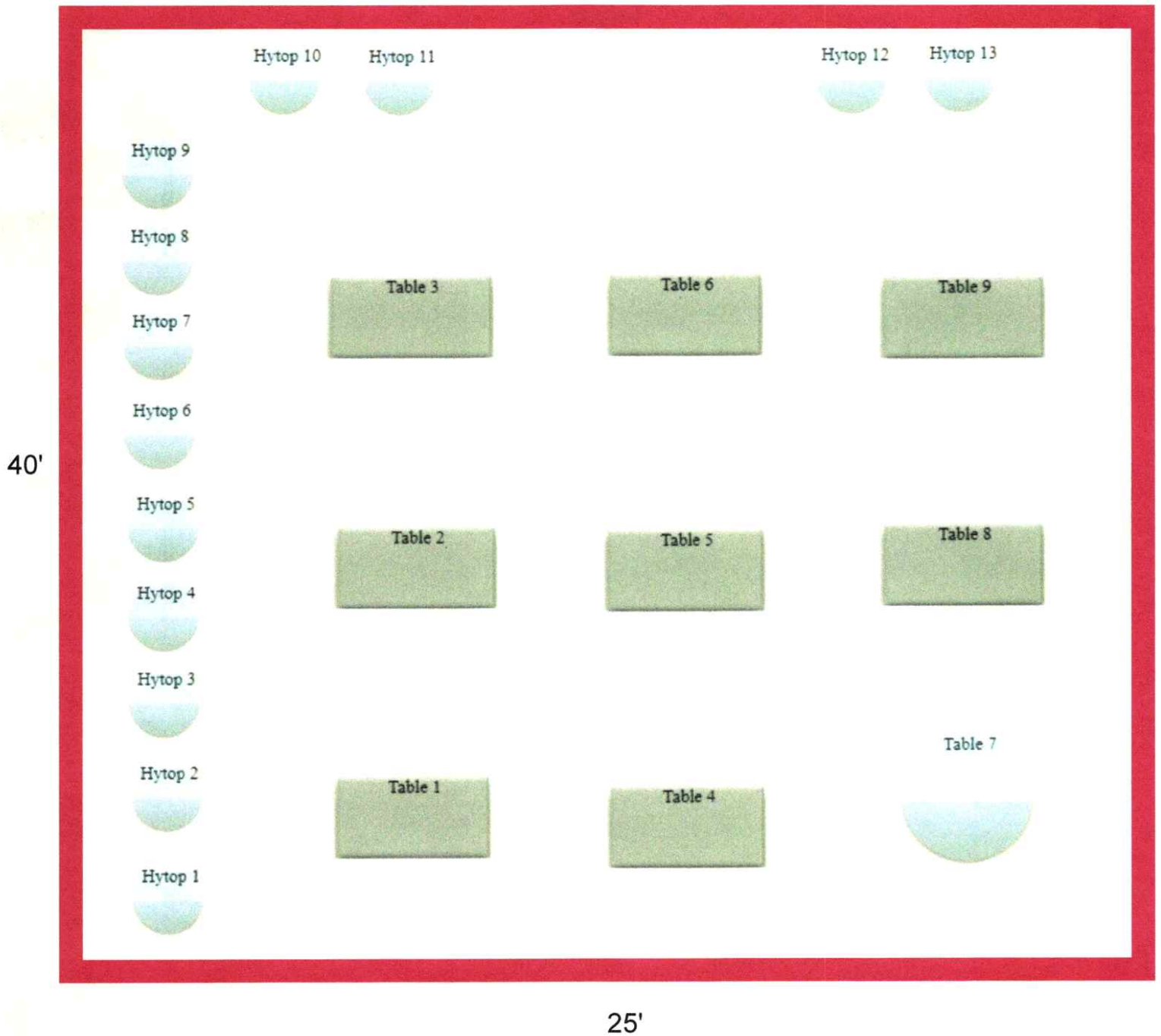
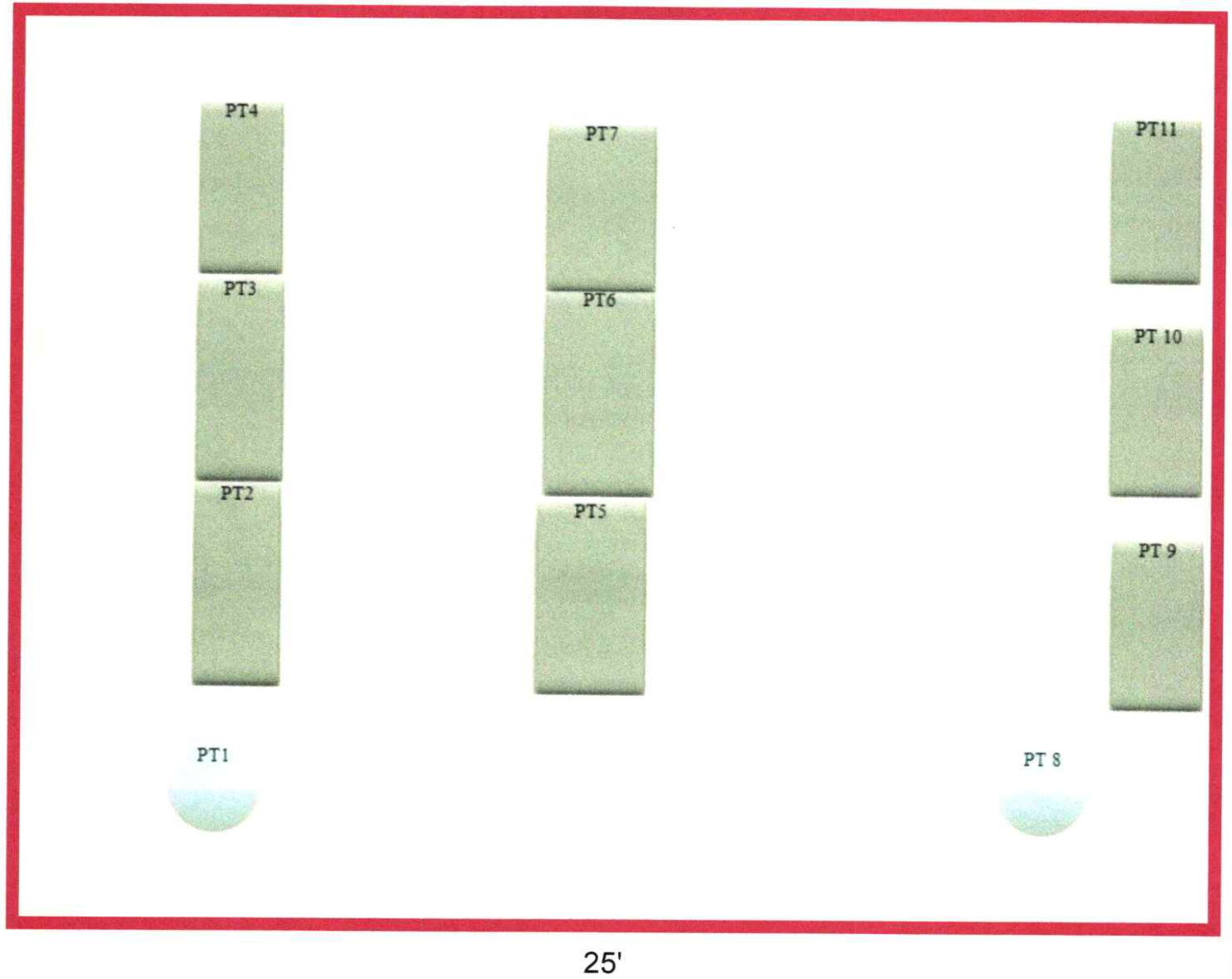


EXHIBIT "A" (cont'd)

Patio Layout =
775 Sq. Ft.

31'



Inside Serving Area=
1,000 Sq. Ft.

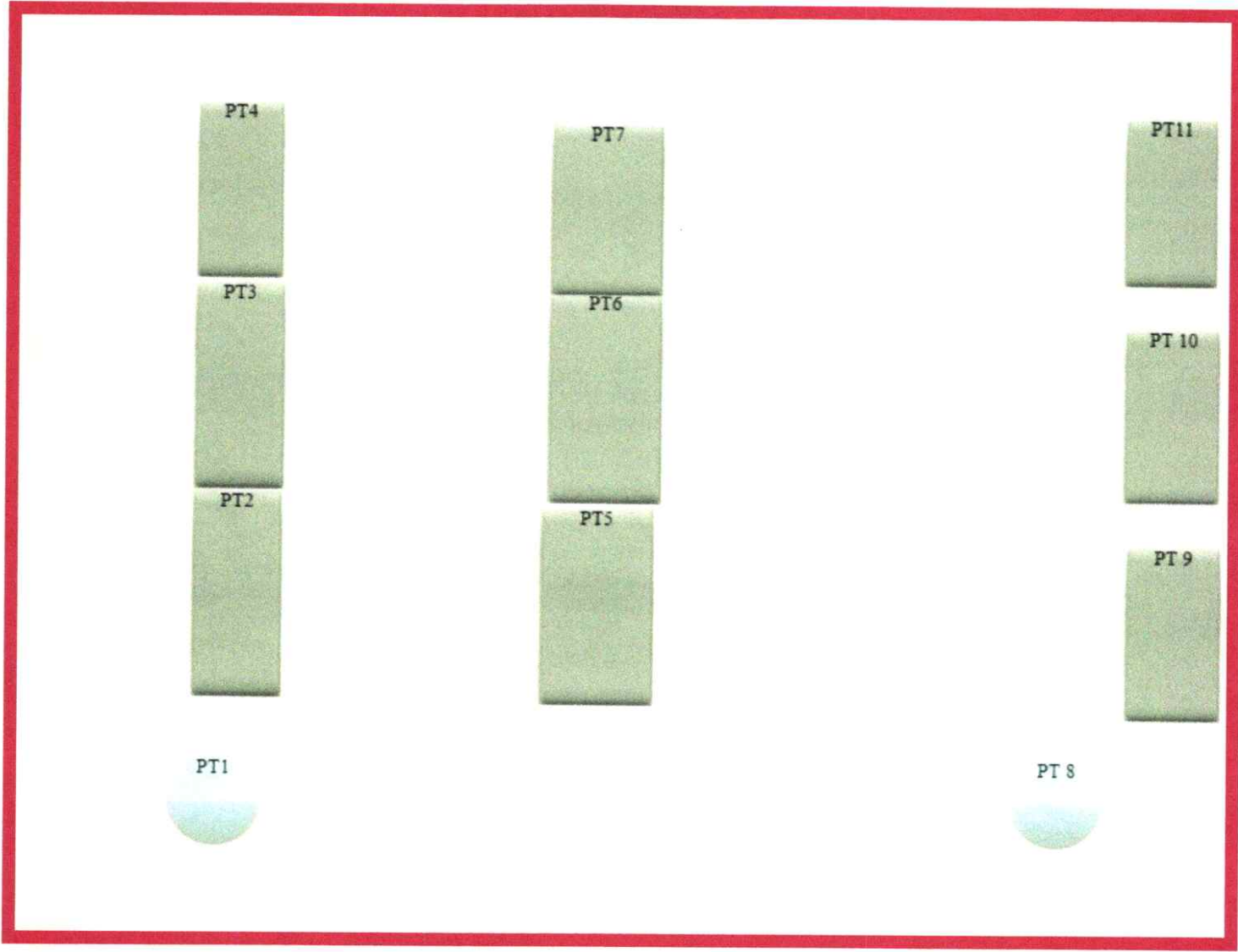
40'



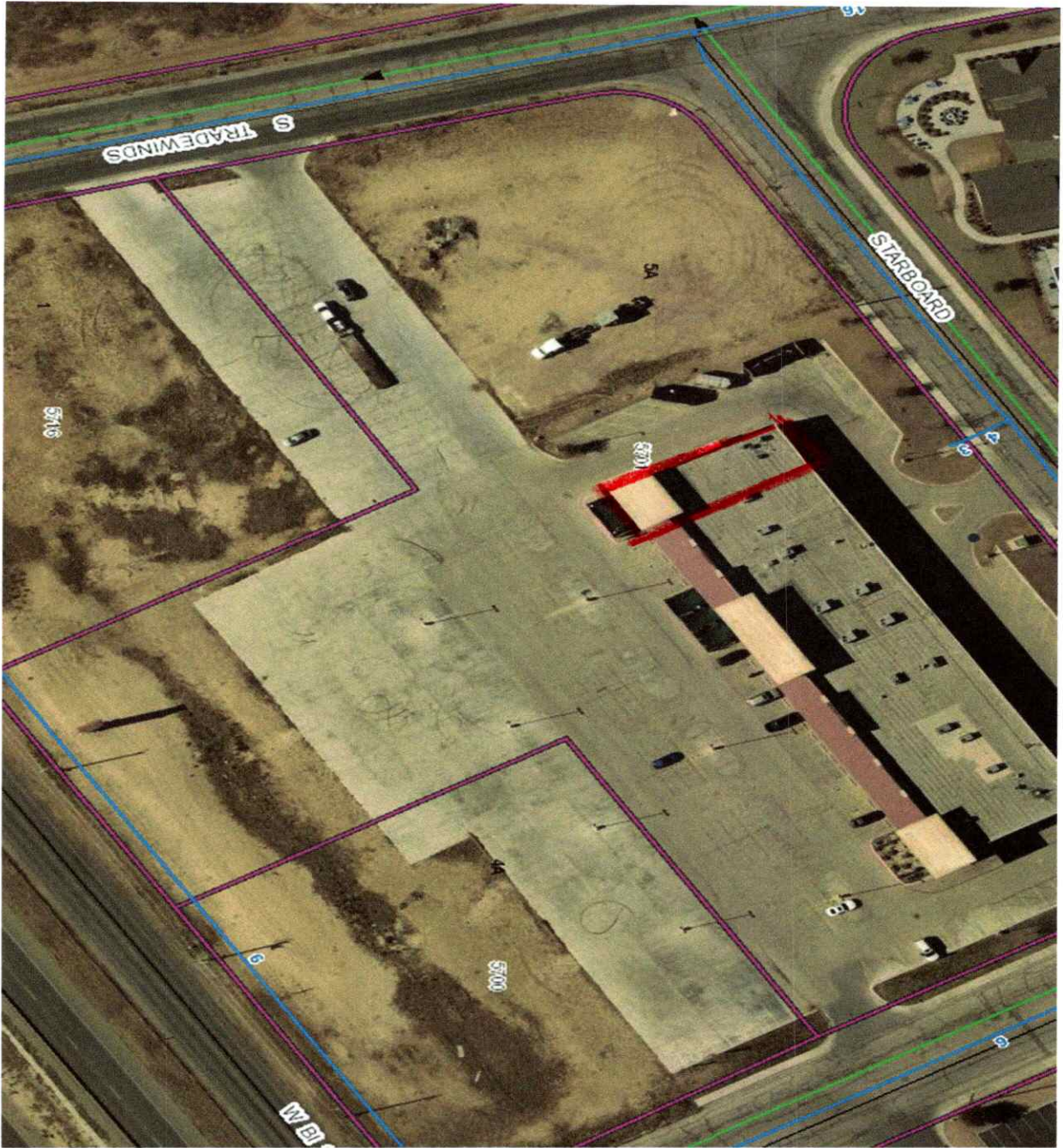
25'

Patio Layout =
775 Sq. Ft.

31'



25'





Specific Use Designation with
Term for the Sale of Alcoholic
Beverages for On-Premises
Consumption

Project Number: _____
Case Number: SUD-24-0124

Applicant (if acting as Agent, see affidavit on page 2)		Phone (337) 319 0616	
Printed Name: <u>MARTY Gaudreault</u>		Email: <u>Marty@MartyG3CajinEats.com</u>	
Address: <u>5701 Starboard Dr STE 1</u>	City: <u>Midland</u>	State: <u>TX</u>	Zip: <u>79703</u>

Property Owner		Phone (806) 794-1492	
Printed Name: <u>Crimson Sky Capital, LTD</u>		Email: <u>pshipton@cmspropertiesinc.com</u>	
Address: <u>PO Box 53608</u>	City: <u>Lubbock</u>	State: <u>TX</u>	Zip: <u>79453</u>

Representative (if different from Applicant or Property Owner)		Phone ()	
Firm: _____		Email: _____	
Printed Name: <u>N/A</u>			
Address: _____	City: _____	State: _____	Zip: _____

Street Address: <u>5701 Starboard Dr. STE 1</u>	
Business Name: <u>Marty G's Cajin Restaurant</u>	
Legal Description	
Lot: <u>5A</u>	Block: <u>1</u> Subdivision: <u>Gateway Plaza section 12</u>
Current Zoning: <u>PR</u>	
Reason for Request: <u>TABC TO sell Beer.</u>	

Type of Business (restaurant, bar, lounge, nightclub, etc.): <u>Restaurant</u>			
Proposed/Current Days and Hours of Operation: <u>Monday Thru Saturday</u> <u>11 AM - 12 AM</u>			
Proposed Days and Hours of Alcohol Service: <u>Monday - Saturday</u> <u>11 AM - 12 AM</u>			
Total Square Footage of Business: <u>2,560</u>			
Square Footage of Alcohol Serviceable Area: <u>1,775</u>			
Restroom Fixtures:	Men	Toilets/Urinals: <u>1 1</u>	Bathroom Sinks: <u>1</u>
	Women	Toilets: <u>1</u>	Bathroom Sinks: <u>1</u>

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
 - Seating
 - Exits
 - Restrooms
 - Kitchen (if applicable)
 - Total Square Footage
 - Serviceable Square Footage
- Dimensioned Site Plan showing: *Parking *Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

SignaturesApplicant (signature): Marty Gaudreault Date: 6/4/24Applicant (printed): Marty GaudreaultProperty Owner (signature): Crimson Sky Capital, LTD Patty Shipton Date: 6/3/2024Property Owner (printed): Crimson Sky Capital, LTD Patty Shipton

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

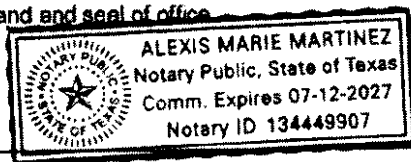
All materials, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland

If an agent is authorized by the property owner to file and execute application on behalf of property owner, agent must complete the affidavit below.

**STATE OF TEXAS
COUNTY OF MIDLAND**

Before me, the undersigned authority, on this day personally appeared Marcelas D. Gaudreault who, being by me duly sworn, upon oath says: That (s)he is authorized by Crimson Sky Capital, 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. Marcelas D. Gaudreault

Subscribed and sworn to before me, this 4th day of June, 2024 to certify which witness my hand and seal of office

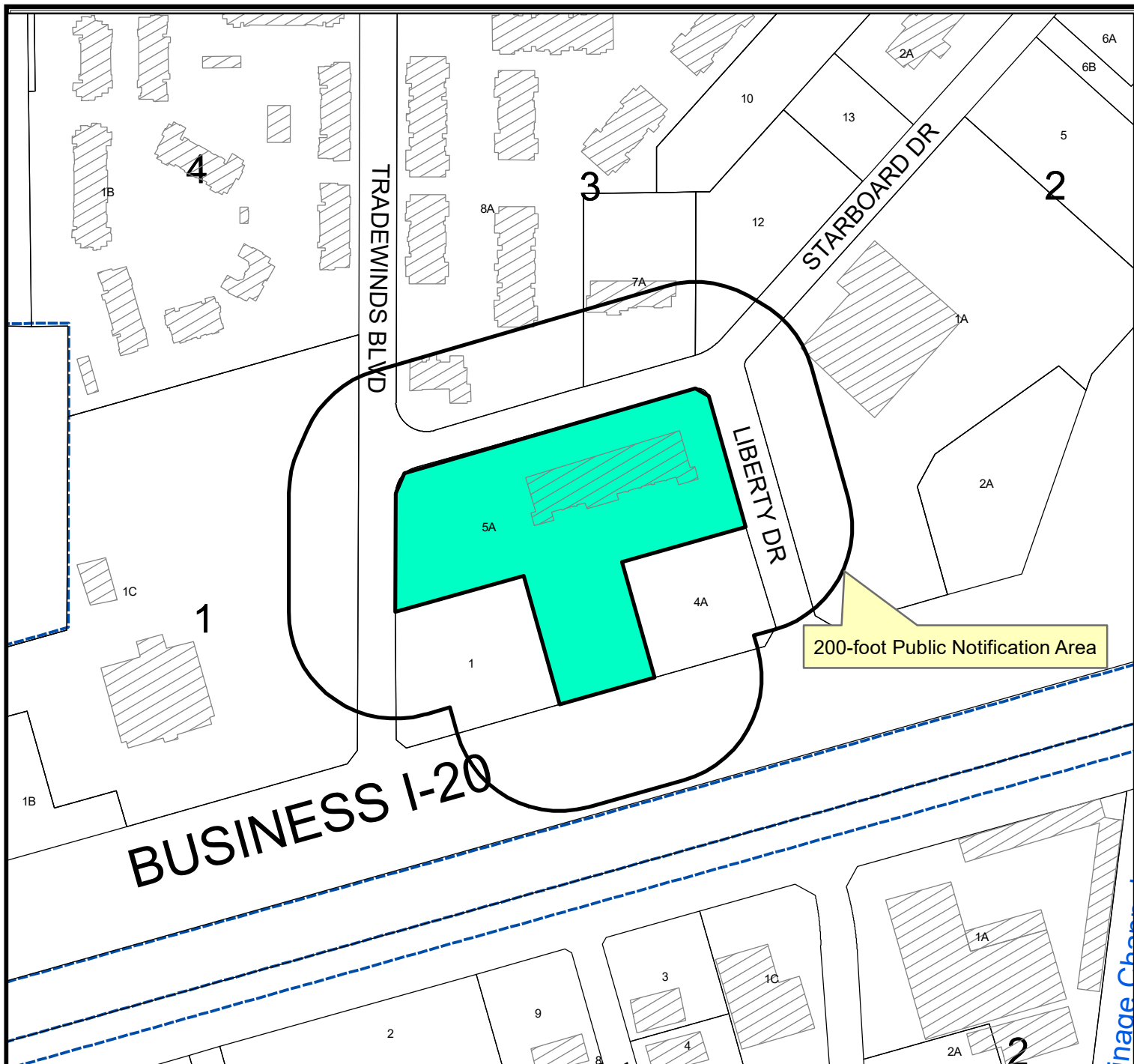
[Signature]
Notary Public**FOR OFFICE USE ONLY**

- ☐ Property Owner Authorization ☐ Dimensioned Floor Plan
☐ Application Fee ☐ Site Plan
Check # 2112 ☐ Plans in Digital Format (PDF/JPEG)

Received By: [Signature]Date: 6/4/24**RECEIVED**

BY:

****Application will not be considered for scheduling until reviewed by a planner.****



Location Map

SUD-24-0184

Scale: 1" = 600'

Consider a request by Marty Gautreaux for a Specific Use Designation with Term for the Sale of Beer and Wine for on premises consumption in a Restaurant on a 2,650 square foot portion of Lot 5A, Block 1, Gateway Plaza, Section 12, City and County of Midland, Texas.

Generally located on the southwest corner of the intersection of Starboard Drive and Liberty Drive. (District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

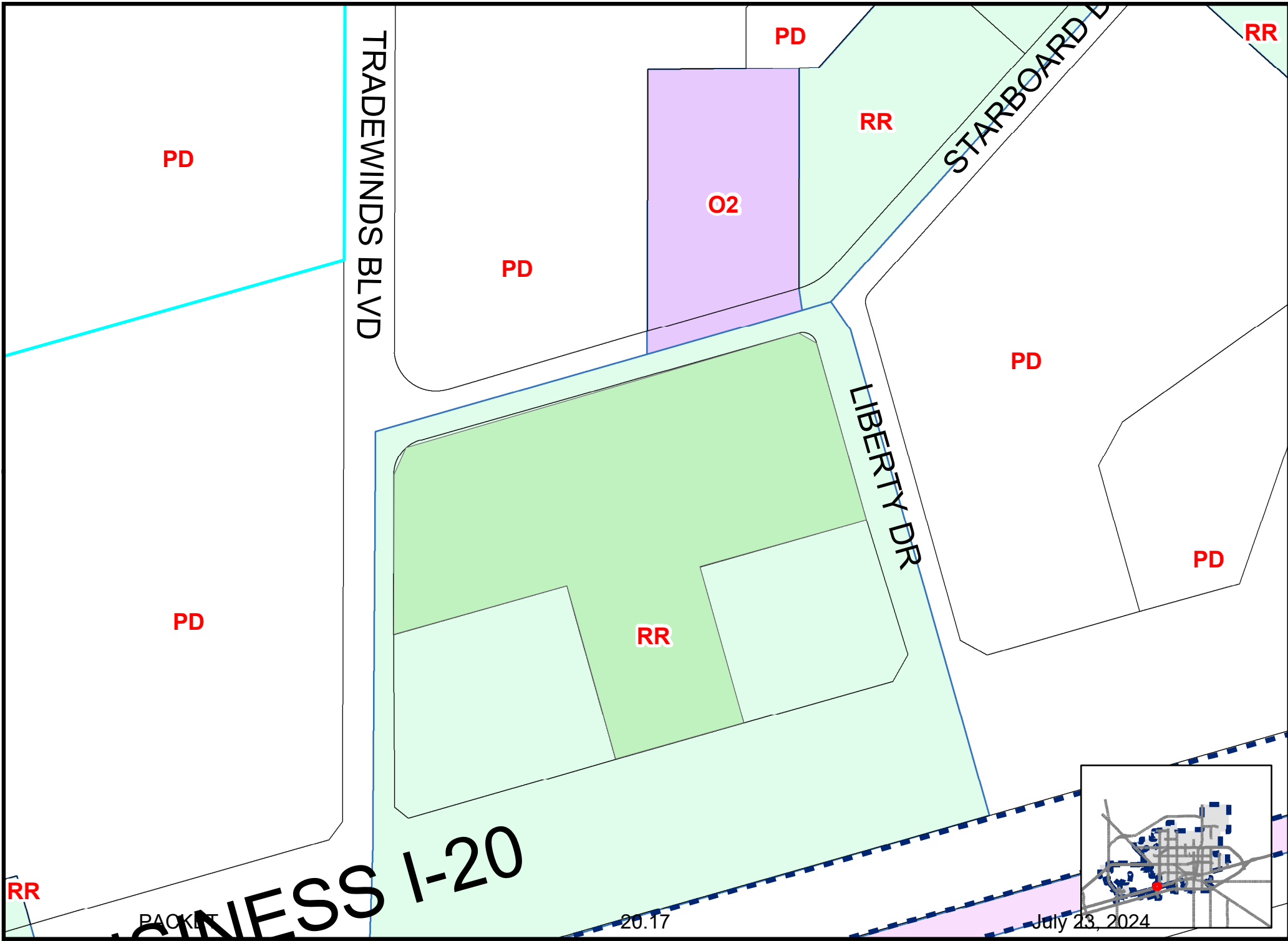
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR ENGINEERING DRAWING. IT IS DESIGNED TO BE USED AS A GENERAL REFERENCE TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

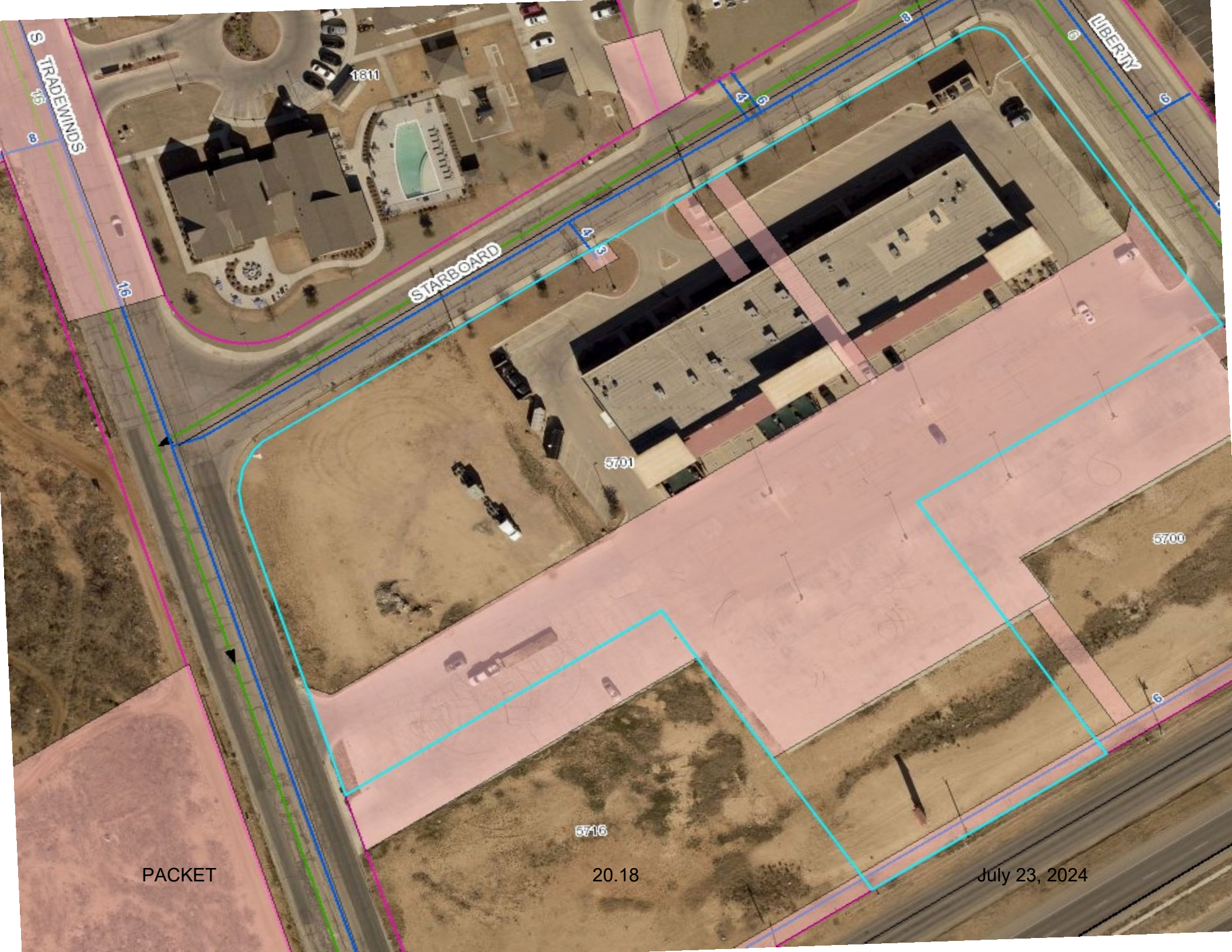
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

20.16

PAGE 1

July 23, 2024





S TRADEWINDS

LIBERTY

STARBOARD

PACKET

5716

20.18

July 23, 2024

1811

5701

5700

701

Marty G's

Cajun Restaurant

OPEN

PACKET

2019

July 23, 2024



Specific Use Designation With Term for Alcoholic Beverages

Marty G's Cajun Restaurant

July 23, 2024



Visit Our Website:
MIDLANDTEXAS.GOV

PACKET

1

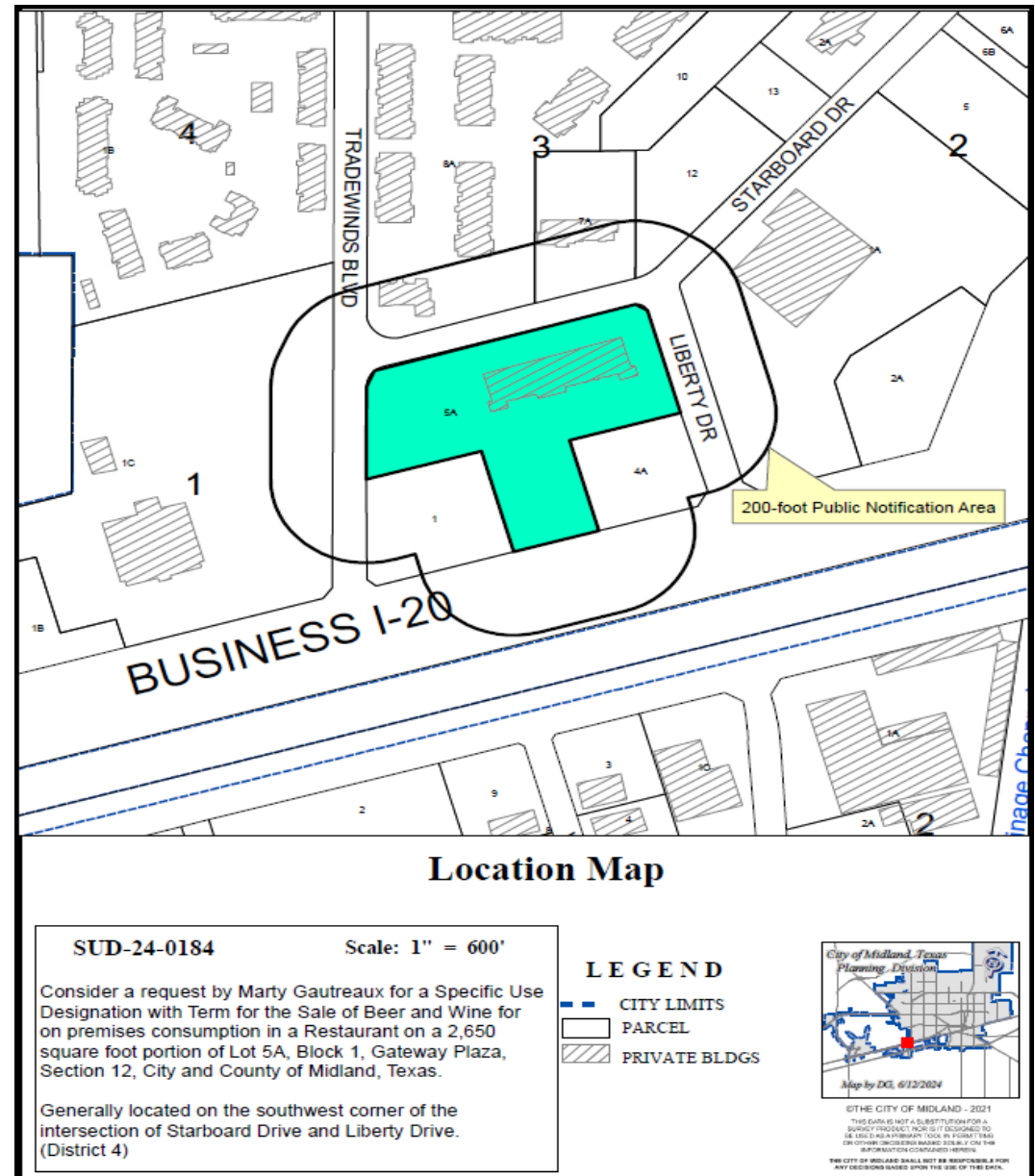
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July 23, 2024



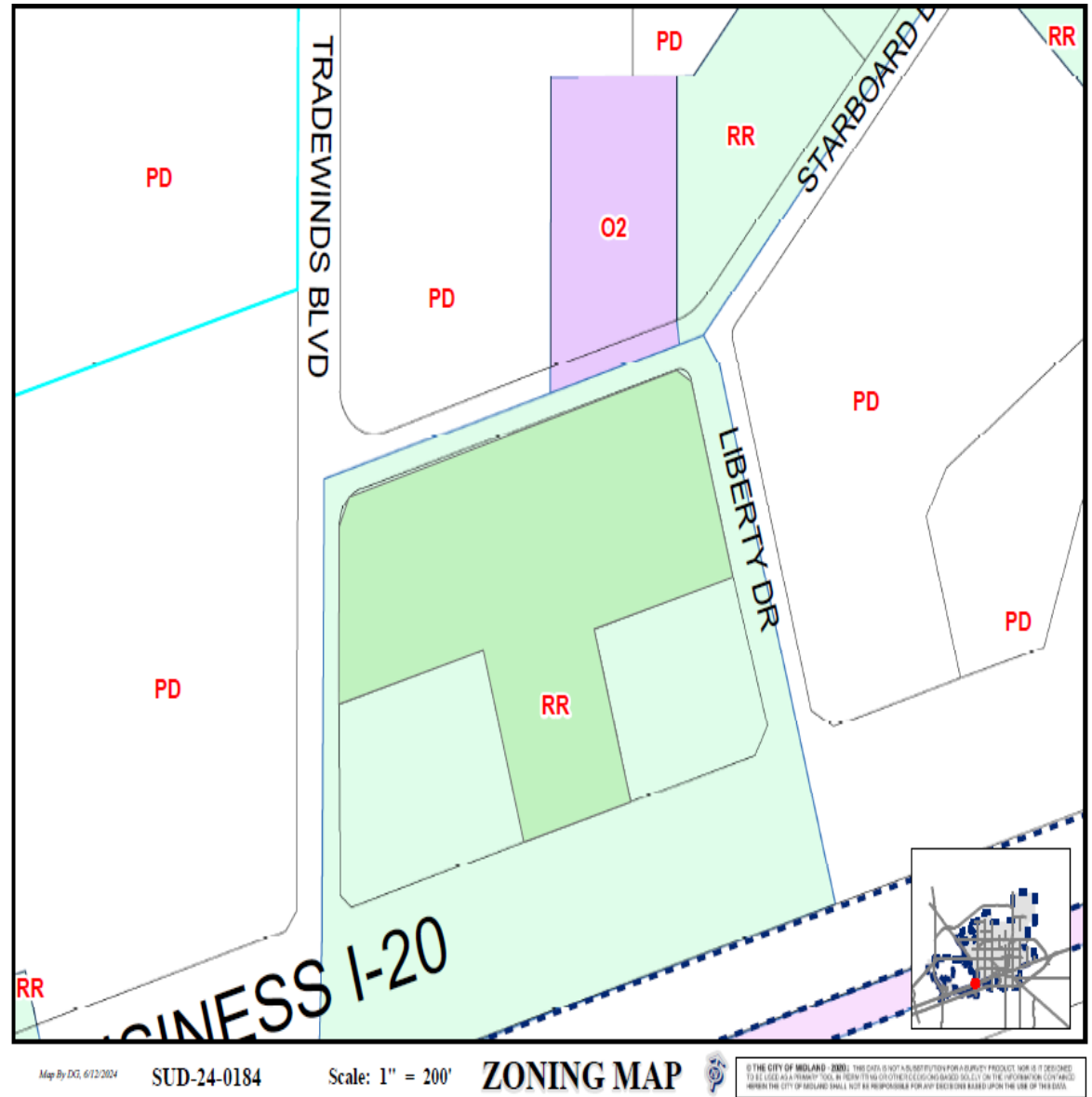
Marty G's Cajun Restaurant

- Marty Gautreaux
- Specific Use Designation (SUD)- with Term for Alcoholic Beverages Sales for On- Premises Consumption
- 5701 Starboard Drive



Marty G's Cajun Restaurant

- Current Zoning:
- RR, Regional Retail District.
- Surrounding Zoning:
 - North: PD, Planned Development District for Housing Development and O-2, Office District
 - South: ETJ
 - East: PD, Planned Development District for a Shopping Center
 - West: PD, Planned Development District for a Shopping Center



Marty G's Cajun Restaurant

- Proposed Days and Hours of Operation and Alcohol Service:

Monday through Saturday,

11:00 a.m. to 12:00 a.m.

- Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.





- Staff has not received any letters of objection and the request meets all the City of Midland Zoning requirements of the City Ordinance.
- This SUD was approved by the Planning and Zoning Commission on July 1, 2024.
- Therefore, Staff recommends APPROVAL of the request of the Specific Use Designation with Term for Alcoholic Beverages Sales for On- Premises Consumption, subject to Conditions A through G.

Conditions:

A. That the serviceable area of the restaurant shall be limited to approximately 1,775 square feet as shown in Exhibits "A", which is attached hereto and incorporated herein for all purposes.

B. That the days and hours of alcoholic beverages sales and consumption shall be limited to:

Monday through Saturday, from 11:00 a.m. to 12:00 a.m. (midnight)

C. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

D. That the establishment shall meet all requirements of the Fire Department and Code Administration.

E. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 9.07.E. 3 of the City Code, the establishment shall receive a certificate of occupancy within 120 days from the final adoption date of this ordinance.



City Council Meeting

Item Number: 21
Meeting Date: July 23, 2024
To: City Council / City Manager
From: Daniel Humbert, Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 2,173-SQUARE FOOT PORTION OF LOT 7, BLOCK 58, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH PECOS STREET AND WEST WALL STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, Lee Sanchez, is requesting a Specific Use Designation (SUD) with Term for alcoholic beverages sales for on-premises consumption in a restaurant, Saint Blaise is located at 508 West Wall Street.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Strategic Priority:

(Quality of Life & Place)

Current Zoning:

CB, Central Business District

Surrounding Zoning and Land Use:

The parcel to the north is zoned CB, Central Business District and is the location of parking spaces. The parcel to the south is zoned CB, Central Business District and is the location of a bank. The parcel to the east is zoned CB, Central Business District and is the location of parking spaces. The parcel to the west is zoned CB, Central Business District and is the location of a bank.

Analysis:

The property is zoned CB, Central Business District and is the location of A business building. The CB zoning allows for alcoholic beverages sales for on-premises consumption in a Restaurant with the approval of an SUD. The total area of the restaurant is 2,173-square feet and the proposed alcohol serviceable area is 1,821-square feet.

The proposed hours of operation:

Monday through Sunday from 7 a.m. to 11 p.m.

The proposed hours of alcohol service:

**Monday through Saturday from 7 a.m. to 11 p.m.
Sunday from 10 a.m. to 11 p.m.**

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no churches, private schools, public schools, public school grounds, athletic stadium, public hospital within 300 feet measurement along the property lines of the street fronts, and from the front door in a direct line across intersection where they occur within this site.

The request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to “Encourage the development of places where Midland residents can gather and socialize to build connections.” Saint Blaise is a destination where Midland residents will gather and socialize.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No objections.

Engineering: (Approved)

No objection.

Transportation: (Approved)

No objection.

Building Code: (Approved)

The SUD for Saint Blaise is acceptable. The property must adhere to the maximum occupant load of 121 persons for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning: (Approved with Conditions)

This request meets all requirements; therefore, staff recommends approval of the request of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to Conditions A through G.

Conditions:

- A. That the serviceable area of the establishment shall be limited to approximately 1,821 square feet as shown in Exhibit “A”.**
- B. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.**
- C. That the permitted hours of the sale of alcoholic beverages sales and consumption shall be limited to:**

***Monday through Saturday from 7 a.m. to 11 p.m.
Sunday from 10 a.m. to 11 p.m.***

- D. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.
- E. That the establishment shall meet all requirements of the Fire Department and Code Administration.
- F. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on premises consumption to ensure that the conditions of this permit are satisfied.
- G. That in accordance with Section 11- 1- 9. 07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

Letters of Objection:

As of July 12, 2024, staff has not received any letters of objections.

Attachments:

Application
Floor Plan (Exhibit A)
Site Plan
Maps
PowerPoint



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 2,173-SQUARE FOOT PORTION OF LOT 7, BLOCK 58, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH PECOS STREET AND WEST WALL STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for a 2,173-square foot portion of Lot 7, Block 58, Original Town Addition, City and County of Midland, Texas (the “Property”), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a restaurant (the “Establishment”) for on-premises consumption, together with the uses permitted in the present CB, Central Business District.

SECTION TWO. That the Property shall be subject to the following conditions and

restrictions:

- A. That the serviceable area of the Establishment shall be limited to approximately 1,821 square feet as shown in Exhibit “A”, which is attached hereto and incorporated herein for all purposes.
- B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.
- C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday through Saturday from 7:00 a.m. to 11:00 p.m.; and
Sunday from 10:00 a.m. to 11:00 p.m.
- D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.
- E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.
- F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.
- G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2024; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2024, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT "A"

electrical key	
⊙	duplex wall outlet
⊕	quad wall outlet
⊗	floor outlet
⊖	clock outlet
⊗⊕	power outlet w/ usb capabilities
⊗⊖	cable tv outlet
⊗⊕⊖	recessed junction box
⊗⊕⊖⊗	two telephone/ data outlet
⊗⊕⊖⊗⊕	data outlet
⊗⊕⊖⊗⊕⊗	telephone outlet

electrical general notes:

1. all existing conditions should be verified.
2. areas with more than one symbol adjacent to one another indicate that another power source is located right next.
3. refer to MEP drawings for any additional & exact electrical locations and dimensions.
4. refer to kitchen drawings for kitchen electrical locations and dimensions.
5. verify all tv locations with the consultant and owner.
6. this drawing is only a guide for convenience electrical locations.
7. electrical installation shall meet requirements of all applicable codes and regulations.
8. contractor to verify location of utilities.
9. verify the power requirements of all installed mechanical equipment.
10. smoke detectors (if req.) to comply with all applicable codes and coordinate with alarm system.
11. all electrical sources with no height specified should be placed at typical mounting location as described on general notes sheet. (15" A.F.F.)
12. all power receptacles and plates should be white in color (UNO).

alcohol service
area 1821



01 electrical plan 1/8" = 1'-0"

PROJECT NAME

PROJECT NAME / ARCHITECT
Coeval Studio
2000 Franklin St.
Denver, CO 80202
303.455.1000

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info@coevalstudio.com
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PROJECT NUMBER
24001

REVISIONS

DATE DATE
03.27.2024

ELECTRICAL PLAN
ID2.003

SAINT BLAISE

floor plan key:

existing walls	
new walls	
half walls	
overhang	
fire rated walls	
floor level	

1/8" = 1'-0"

floor plan notes:

1. the contractor shall verify all existing conditions prior to the commencement of work. any discrepancies shall be brought to the attention of the owner & designer.
2. all new typical interior walls are to be 3 1/2" or 4" metal stud @ 16" o.c. or u.n.s with typical 1/2" thick gypsum board.
3. ensure wall blocking is available for any wall mounting element. reference all sheets and elevations as required.
4. reference wall section details for different wall types and conditions.

INTERIOR SQUARE FOOTAGE TABULATION:

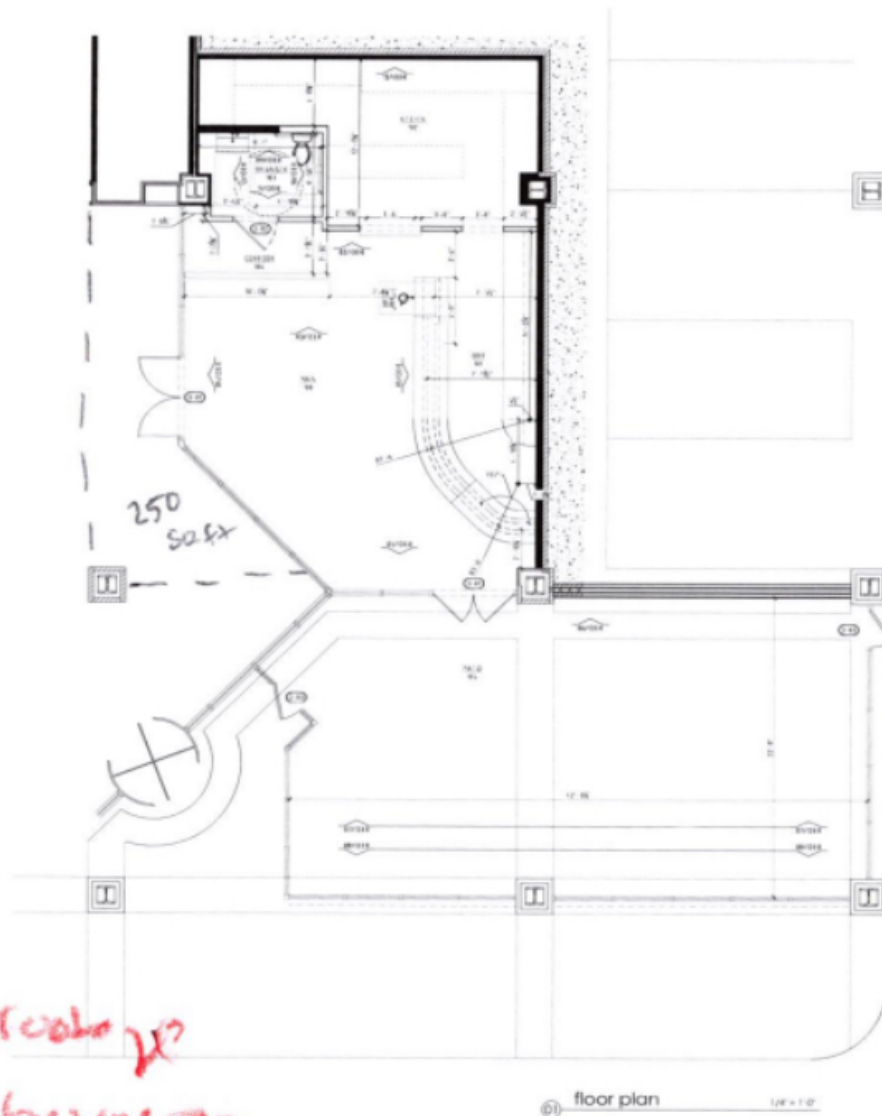
main floor	400 sq.ft
restrooms/corridor	107 sq.ft
kitchen	245 sq.ft
MAIN TOTAL A/C	952 sq.ft

patio	864 sq.ft
-------	-----------

Lobby
entry 250 sq.ft

total 2173

500 sq.ft
6 business



floor plan 1/8" = 1'-0"

PROJECT NAME:

DESIGN NAME / ARCHITECTURE
Coeval Studio
2000 Washington St.
Denver, CO 80202
7 435 4071 - COEVAL

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24001

REVISION

DATE DATE
03.27.2024

FLOOR PLAN
ID2.002

SAINT BLAISE



**Specific Use Designation with
Term for the Sale of Alcoholic
Beverages for On-Premises
Consumption**

Project Number: _____

Case Number: _____

Applicant (if acting as Agent, see affidavit on page 2)

Printed Name: Lee Sanchez

Phone (432) 853 5659

Email Lee@sculpt-haus.com

Address 5105 King Richards Row

City Midland

State TX

Zip 79707

Property Owner

Printed Name: Franklin Mountain Permian I, LP.
William Kell

Phone (915) 504 7150

Email wkell@FMMEP.com

Address 123 W Mills Ave Ste 600

City El Paso

State TX

Zip 79901

Representative (if different from Applicant or Property Owner)

Firm: _____

Printed Name: _____

Phone ()

Email

Address

City

State

Zip

Street Address: 508 W Wall St Suite 150
Midland, TX 79701

Business Name: Sip Haus LLC

Legal Description

Lot: 7 Block: 58 Subdivision: original town

Current Zoning: Commercial

Reason for Request: TABC License/Restaurant

Type of Business (restaurant, bar, lounge, nightclub, etc.): Restaurant

Proposed/Current Days and Hours of Operation: Monday-Sunday 7am-11pm

Proposed Days and Hours of Alcohol Service: Monday-Saturday 7am-11pm & Sunday 10am-11pm

Total Square Footage of Business: 957 interior 966 exterior patio 250 lobby
patio. Total 2173

Square Footage of Alcohol Serviceable Area: 1821

Restroom Fixtures: Men

Toilets/Urinals: /

Bathroom Sinks:

Women

Toilets:

Bathroom Sinks:

1 unisex restroom ADA Compliant
1 toilet & 1 sink

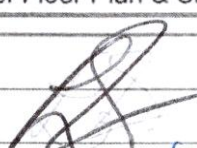
Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
 - Seating
 - Exits
 - Restrooms
 - Kitchen (if applicable)
 - Total Square Footage
 - Serviceable Square Footage
- Dimensioned Site Plan showing:
 - Parking
 - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

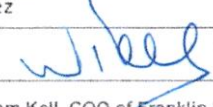
Applicant (signature):



Date: 05/31/24

Applicant (printed): Lee Sanchez

Property Owner (signature):



Date: 05/31/2024

Property Owner (printed) : William Kell, COO of Franklin Mountain Frost Tower GP, LLC, General Partner of Franklin Mountain Permian I, LP

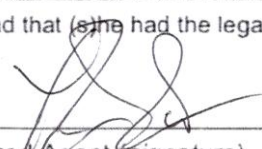
The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

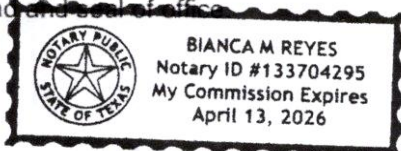
If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Lee Sanchez who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.


Authorized Agent (signature)

Subscribed and sworn to before me, this 3 day of June, 2024, to certify which witness my hand and seal of office.



Bianca M. Reyes
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY

☐ Property Owner Authorization

☐ Dimensioned Floor Plan

☐ Application Fee

☐ Site Plan

Check # 1303

☐ Plans in Digital Format (PDF/JPEG)

Received By: _____

Date: _____

RECEIVED
JUL 03 2024

BY:

PACKET 21.13 July 23, 2024
Application will not be considered for scheduling until reviewed by a planner.

electrical key	
	duplex wall outlet
	quad wall outlet
	floor outlet
	clock outlet
	power outlet w/ usb capabilities
	cable tv outlet
	recessed junction box
	dual telephone/data outlet
	data outlet
	telephone outlet

electrical general notes:

1. all existing conditions should be verified.
2. areas with more than one symbol adjacent to one another indicate that another power source is located right next.
3. refer to MEP drawings for any additional & exact electrical locations and dimensions.
4. refer to kitchen drawings for kitchen electrical locations and dimensions.
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9. verify the power requirements of all installed mechanical equipment.
10. smoke detectors (if req.) to comply with all applicable codes and coordinate with alarm system.
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12. all power receptacles and plates should be white in color (UNO).

alcohol service area 1821



01 electrical plan

1/8" = 1'-0"

PROJECT NAME

PROJECT NAME / ARCHITECT
Coeval Studio
200 King Street
Ottawa, Ontario
K1P 1G1

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info@coevalstudio.com
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PROJECT NUMBER
24001

REVISIONS

DATE DATE
03.27.2024

ELECTRICAL PLAN
ID2.003

SAINT BLAISE

floor plan key:

existing walls	
new walls	
half walls	
overhang	
fire rated walls	
floor level	

1/8" = 1'-0"

floor plan notes:

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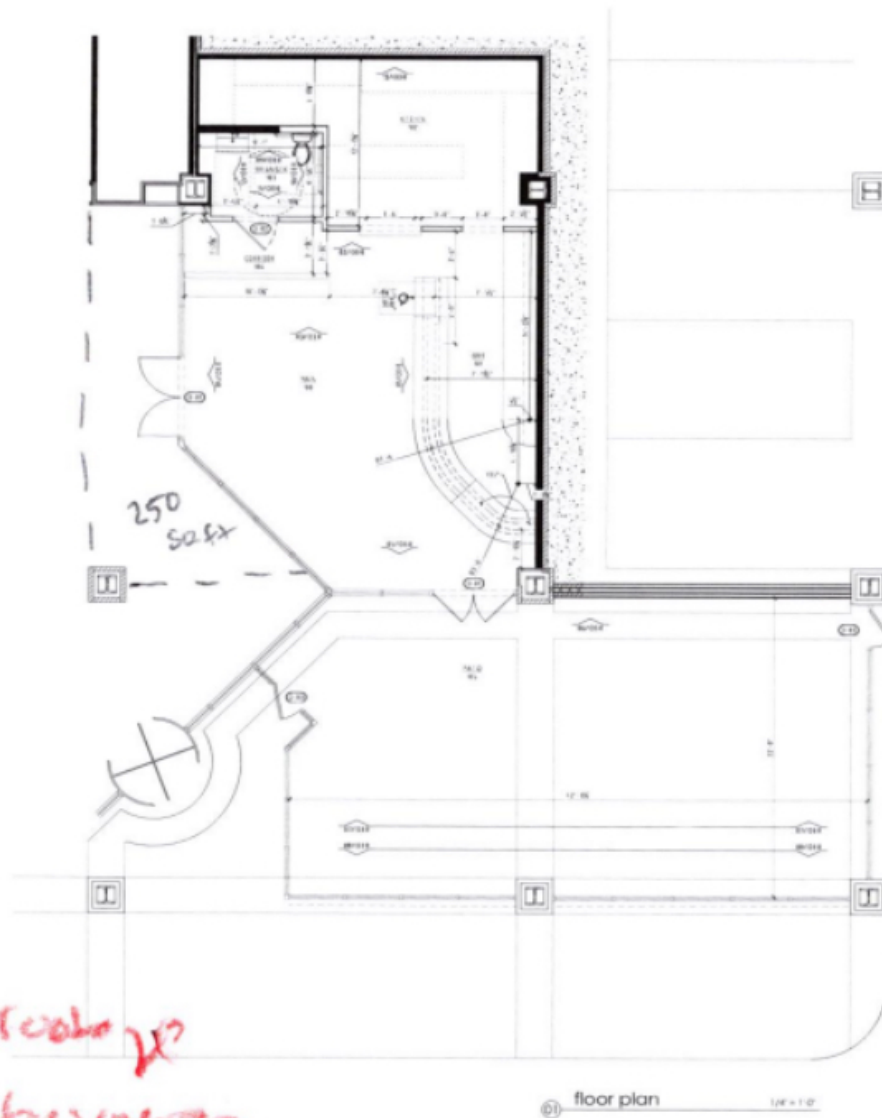
main floor	400 sq.ft
restrooms/corridor	107 sq.ft
kitchen	245 sq.ft
MAIN TOTAL A/C	952 sq.ft

patio	864 sq.ft
-------	-----------

Lobby
entry 250 Sqft

total 2173

500 sq ft
6 business



PROJECT NAME:

DESIGN NAME / ARCHITECTURE
Coeval Studio
2000 Washington St.
Denver, CO 80202
7 430 4001 - COEVAL

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24001

REVISION

DATE DATE
03.27.2024

FLOOR PLAN
ID2.002

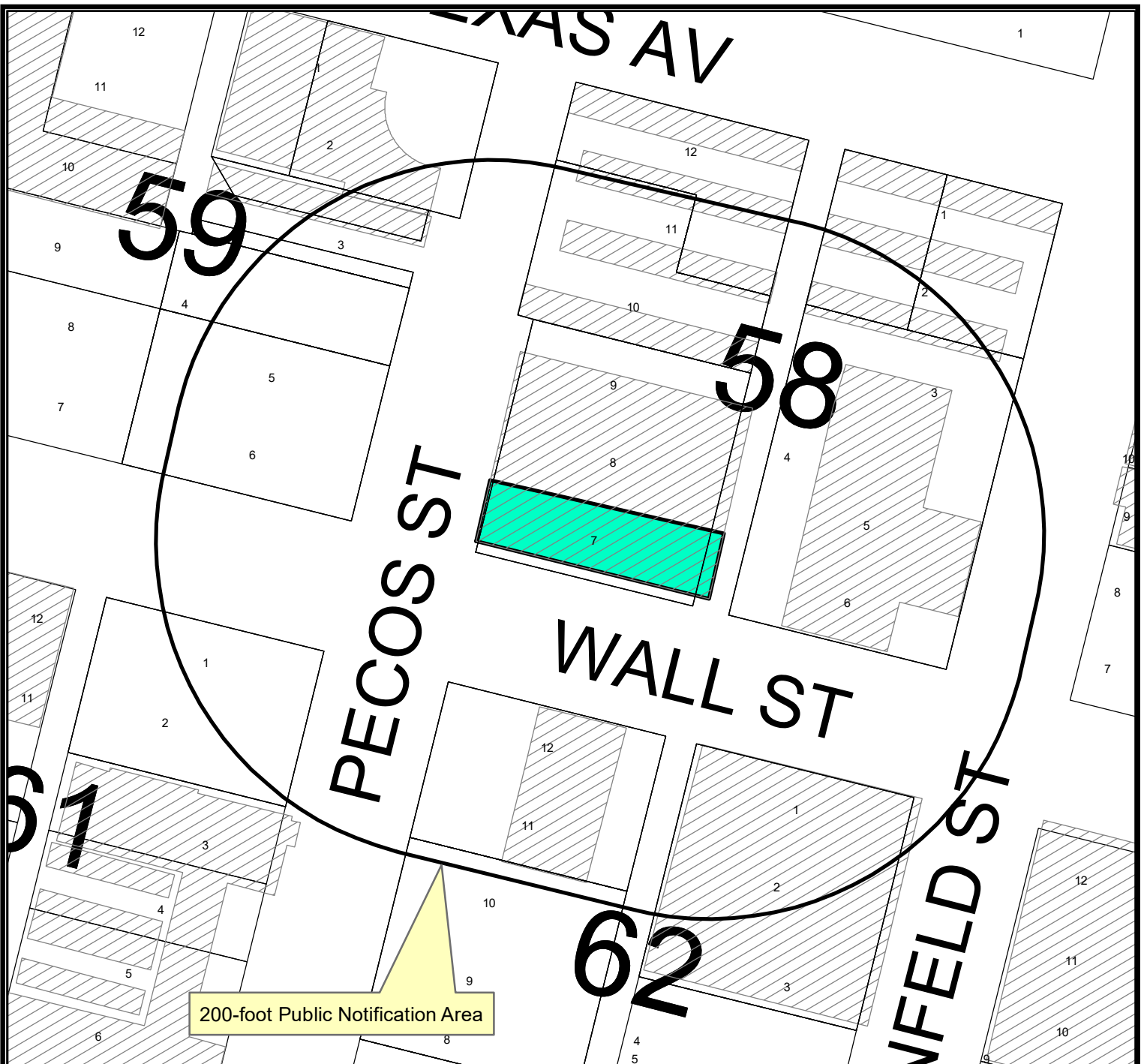
SAINT BLAISE

PARKING SITE PLAN



● RESTAURANT LOCATION

□ PARKING



Location Map

SUD-24-0183

Scale: 1" = 90.01'

Consider a request by Lee Sanchez for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on premises consumption in a restaurant on a 2,173 square foot portion of Lot 7, Block 58, Original Town, City and County of Midland, Texas

Generally located northeast of the intersection of North Pecos Street and West Wall Street. (District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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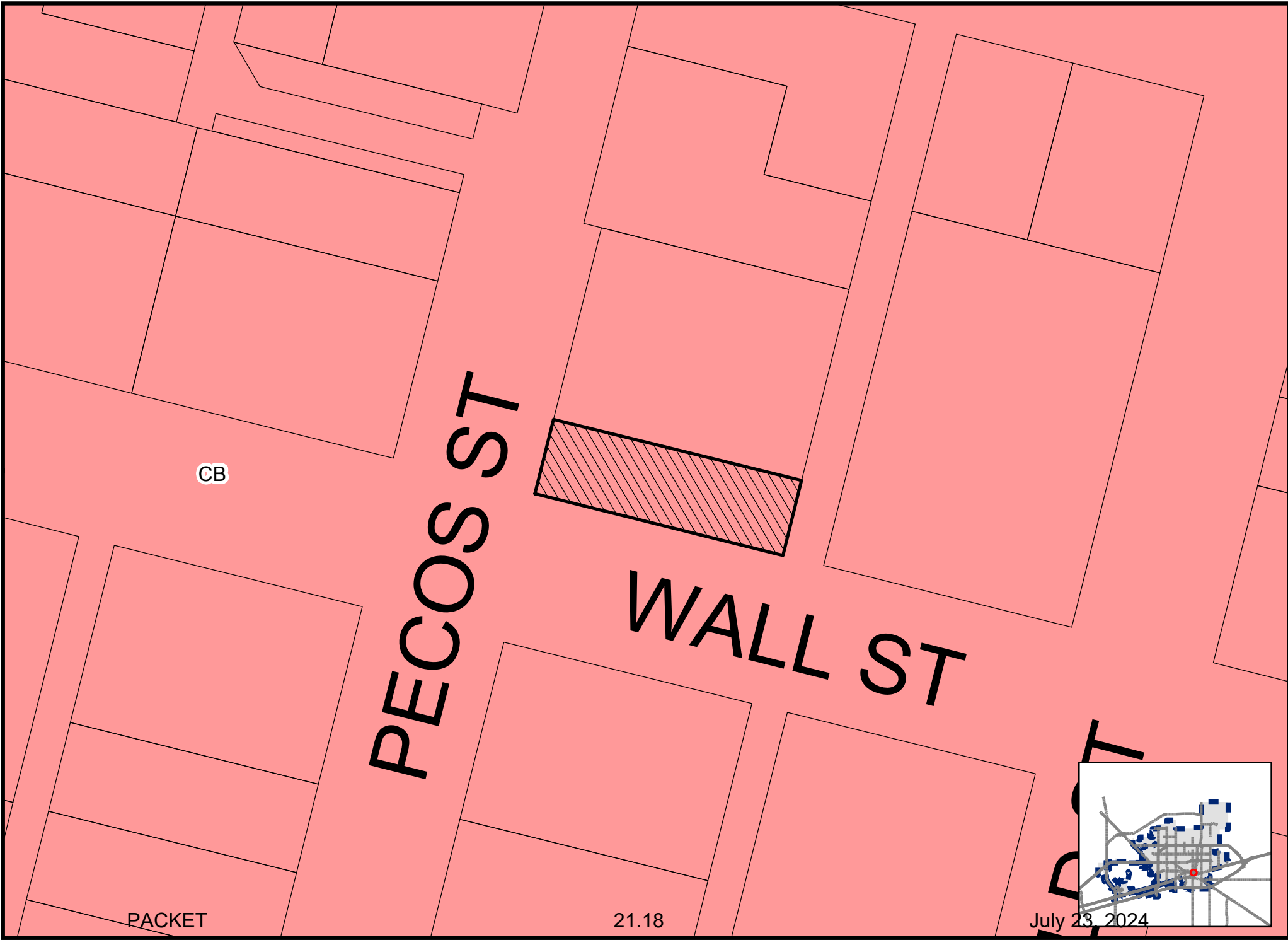
July 23, 2024

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR ENGINEERING DRAWING. IT IS DESIGNED TO BE USED AS A TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

PACKET

21.17





PACKET

21.19

July 23, 2024



Frost

Frost

PACKET

2120

July 23, 2024



Specific Use Designation

Saint Blaise

July 1, 2024



Visit Our Website:
MIDLANDTEXAS.GOV

PACKET

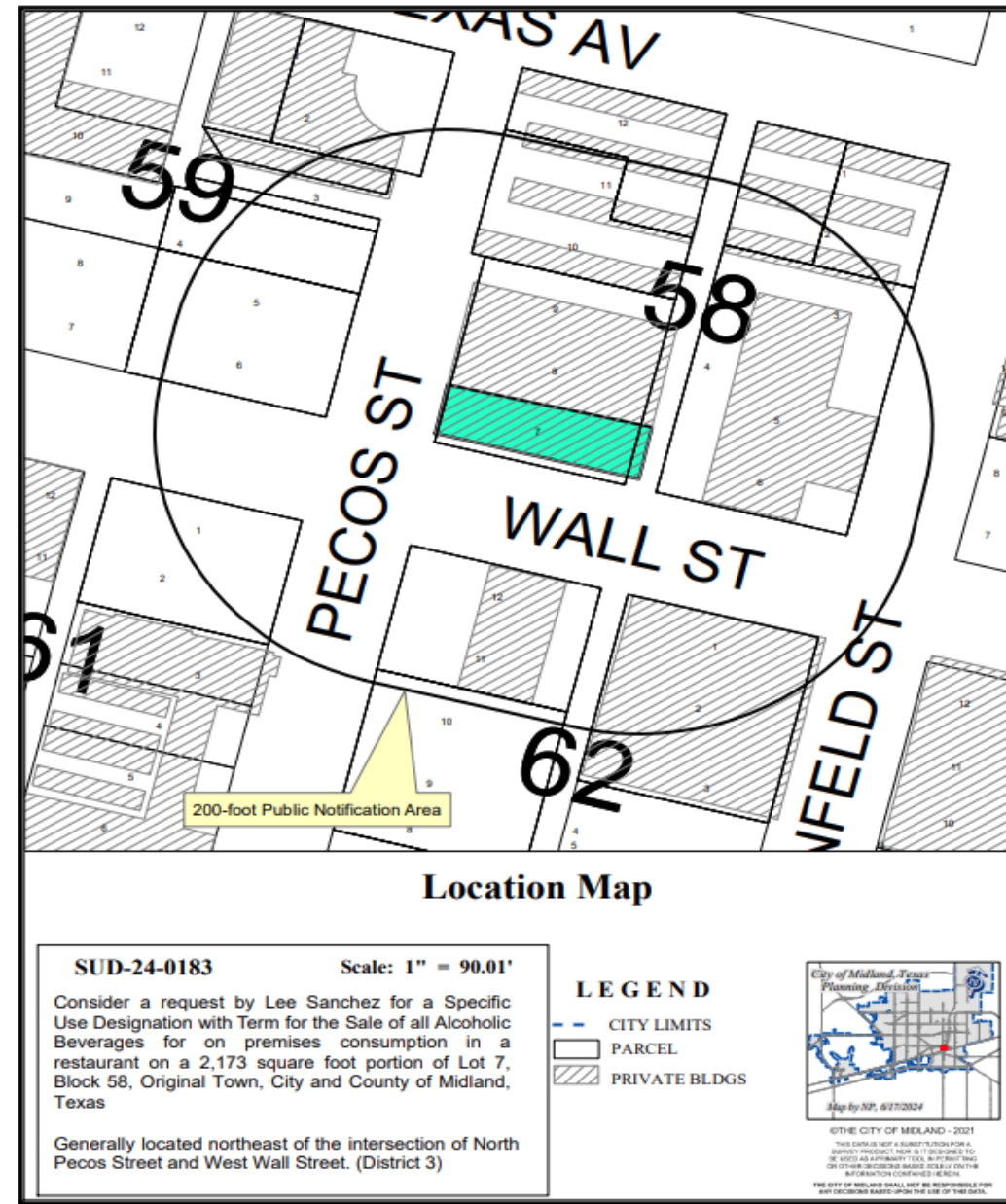
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21.21

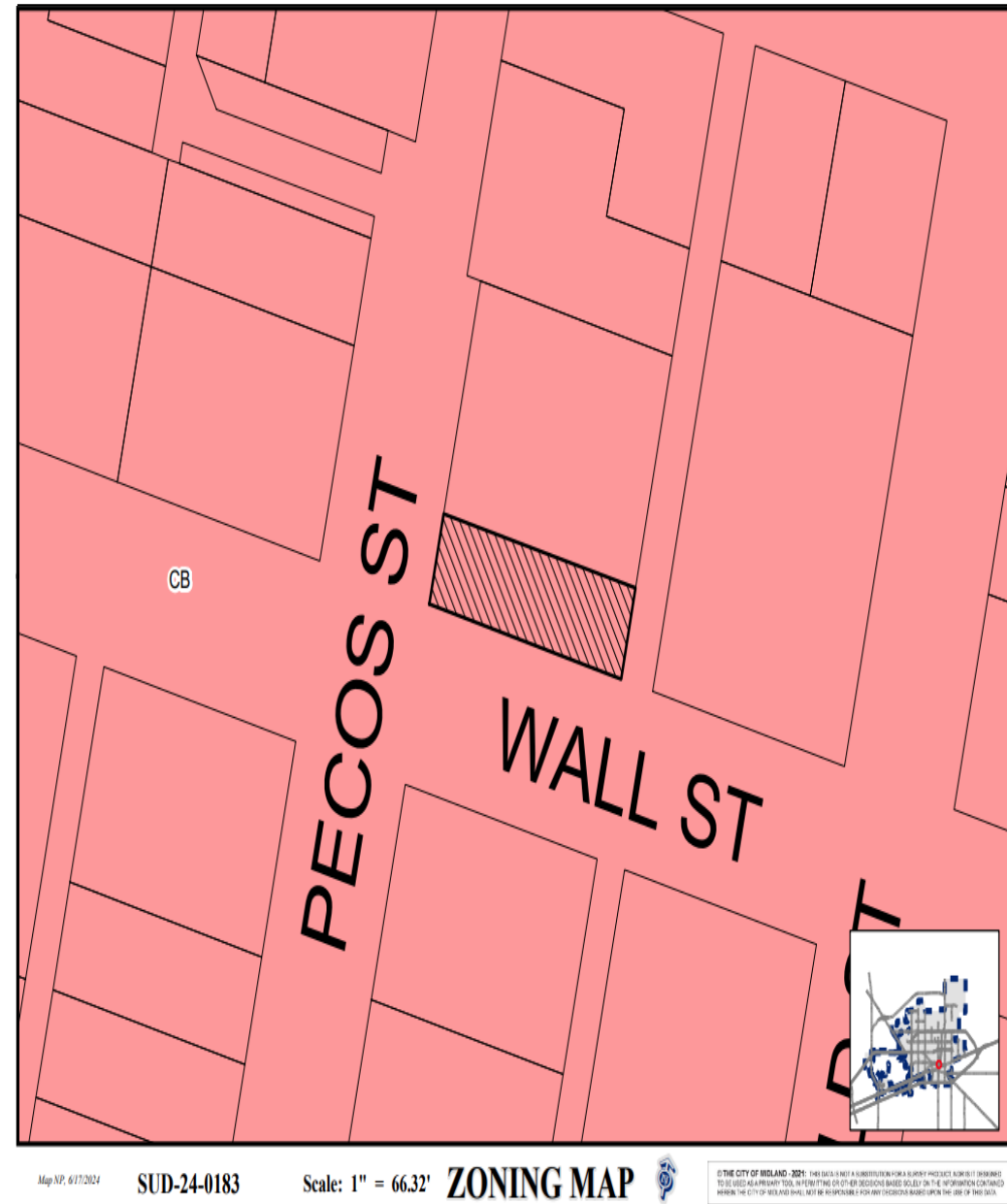
July 23, 2024



- Lee Sanchez
- Specific Use Designation (SUD) with Term for Beer and Wine Sales for On-Premises Consumption
- 508 West Wall Street



- Current Zoning: CB, Central Business District
- Surrounding Zoning: CB, Central Business District



- Hours of operation: Monday through Sunday from 7 a.m. to 11 p.m.
- Hours of alcohol service:
 - Monday through Saturday from 7 a.m. to 11 p.m.
 - Sunday from 10 a.m. to 11 p.m.
- Per Midland City Code, Section 5-4-4, Prohibited Places of Business:
- The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

Saint Blaise



On Pecos Street looking east.



- Recommendation
 - Staff has not received any letters of objection.
 - Staff recommends approval of the request of the Specific Use Designation with Term for the sale of alcoholic beverages, for on-premises consumption, in a restaurant, subject to Conditions A through G.

- Conditions:
 - A. That the serviceable area of the establishment shall be limited to approximately 1,821 square feet as shown in Exhibit “A”.
 - B. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.
 - C. That the permitted hours of the sale of alcoholic beverages sales and consumption shall be limited to: Monday through Saturday from 7 a.m. to 11 p.m. Sunday from 10 a.m. to 11 p.m.
 - D. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.
 - E. That the establishment shall meet all requirements of the Fire Department and Code Administration.
 - F. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on premises consumption to ensure that the conditions of this permit are satisfied.
 - G. That in accordance with Section 11- 1- 9. 07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.



City Council Meeting

Item Number: 22
Meeting Date: July 23, 2024
To: City Council / City Manager
From: Andrew Meyers, Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 7, BLOCK 3, CORPORATE PLAZA ADDITION, SECTION 16, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER (GENERALLY LOCATED ON THE EAST SIDE OF NORTH BIG SPRING STREET, APPROXIMATELY 355 FEET NORTH OF FIESTA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, James Boots Reeder, on behalf of Midland Self Storage, is requesting a zone change from RR, Regional Retail District, to PD, Planned Development District, with an underlying zoning of RR, Regional Retail District, at 3600 North Big Spring Street in order to expand the current storage unit business located on the property.

Recommended City Council Action:

Approve

Fiscal Impact:

This request has no significant impact on the City's budget.

Strategic Priority:

(Quality of Life and Place)

Discussion:**Current Zoning:**

RR, Regional Retail District.

Surrounding Zoning and Land Use:

The properties to the north are zoned RR, Regional Retail District, as well as PD, Planned Development District for a Transitional District. These properties are the location of doctors' offices and commercial buildings. The properties to the east and south are zoned RR, Regional Retail District. The property to the east is the location of Ally Village. To the south the properties are being used as a car wash. The properties to the west are zoned O1, Office District, and are the location of office buildings.

Analysis:

The subject property is zoned RR, Regional Retail District, and is home to Midland Self Storage. The applicant, James Boots Reeder, is requesting this zone change to PD, Planned Development District to allow for the use of storage units, mini, for an expansion of the current use.

This falls in line with the Tall City Tomorrow Comprehensive Plan, Chapter 3; This area is designated as Urban High, U-H. The U-H designation allows for a multitude of uses including commercial, residential, and office. Since this is an existing commercial use in the area this would not only fit the Comprehensive Plan but also bring the property into full compliance with the current Zoning Code.

Departmental Review:

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: (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. [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: (Approved)

No comments

Therefore, staff recommends approval of this zone change from RR, Regional Retail District, to PD, Planned Development District.

Condition:

- A. The development of this property shall significantly conform to the site plan herein referenced as "Exhibit A"**
- B. That the use of the Property for Storage Units, Mini, as such term is defined in Section 11-1-2.01 of the City Code, is hereby allowed.**

Letters of Objection:

As of July 17, 2024, Staff has received no letters of objection for this request.

Attachments:

Survey
Application
Maps
Aerial Photo
PowerPoint Presentation

Pre & Out

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT
MAP OF THE CITY OF MIDLAND TO REZONE LOT 7,
BLOCK 3, CORPORATE PLAZA ADDITION, SECTION
16, CITY AND COUNTY OF MIDLAND, TEXAS, FROM
RR, REGIONAL RETAIL DISTRICT TO PD, PLANNED
DEVELOPMENT DISTRICT FOR AN OFFICE CENTER

WHEREAS, the City of Midland, Texas, is the Governing Body
of the City of Midland, Texas, and the City Council is the
of NORTH BIG SPRING STREET, APPROXIMATELY 355

the City of Midland, in compliance with the City Charter, the City Code, and State law,
have

CUMULATIVE CLAUSE; CONTAINING A SAVINGS

AND SEVERABILITY CLAUSE; PROVIDING FOR A
given the requisite notices by United States mail, publication and otherwise; and after
a full

MAXIMUM PENALTY OR FINE OF TWO THOUSAND

DOLLARS (\$2,000.00); AND ORDERING PUBLICATION
and fair hearing to all of the property owners generally and particularly to those
interested

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
persons situated in the affected area and in the vicinity thereof, the Governing Body
CITY OF MIDLAND, TEXAS:
finds

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is
that the public health, safety and general welfare will be best served by rezoning Lot 7,
Block 3, Corporate Plaza Addition, Section 16, City and County of Midland, Texas (the
Property) amended to rezone the Property from RR, Regional Retail District to PD,
Planned

SECTION TWO. That the base zoning district to which the use and
3, Corporate Plaza Addition, Section 16, City and County of Midland, Texas (the
development
Property) Development District for an Office Center.

of the Property shall conform, except as modified by Section Three of this ordinance,
to PD, Planned Development District for an Office Center, and adopting a site plan
is the SECTION THREE. That a site plan, which is attached hereto as Exhibit "A" and
therefor,

incorporated herein for all purposes, is hereby adopted, and the use and

PACKET
RR, Regional Retail District.
as set out hereinafter;

Property shall be subject to the following conditions and

restrictions:

- A. That the Property shall significantly conform to the site plan attached hereto
- B. That the use of the Property for Storage Units, Mini, as such term is as Exhibit "A". defined

SECTION FOUR. That the definitions given in the zoning regulations contained in Section 11-1-2.01 of the City Code, is hereby allowed.

the City Code of the City of Midland, Texas, shall be applicable to such of those terms

as are SECTION FIVE. The provisions of this ordinance are to be cumulative of all SECTION SIX. If any section, subsection, sentence, clause or phrase of other this

used herein.

ordinances or parts of ordinances governing or regulating the same subject matter ordinance is, for any reason, held to be unconstitutional or invalid, such holding as that shall not

covered herein; provided, however, that all prior ordinances or parts of affect the validity of the remaining portions of this ordinance. The Council of the ordinances City of

inconsistent with or in conflict with any of the provisions of this ordinance are Midland hereby declares that it would have passed this ordinance and each hereby section,

expressly repealed to the extent of any such inconsistency or conflict. subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more

sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SEVEN. The penalty for violation of this ordinance shall be in SECTION EIGHT. The City Secretary is hereby authorized and directed to

publish

accordance with the general penalty provisions contained in Section 1-3-1 of the City Code

the descriptive caption of this ordinance in the manner and for the length of time prescribed The above and foregoing ordinance was duly proposed, read in full and

of Midland, Texas, which provides for a fine not exceeding two thousand

dollars

by the law as an alternative method of publication.

(\$2,000.00).

PACKET

22.6

July 23, 2024

first reading, the _____ day of _____, A.D., 2024; and passed to second reading

on motion of Council member _____, seconded by Council member _____
Council members voting "AYE":

_____ Council members voting "NAY":
_____ by the following vote:

The above and foregoing ordinance was read in full and finally adopted by the

following vote upon motion of Council member _____, seconded by Council

Council members voting "AYE":
member _____, on the _____ day of _____, A.D., 2024, at a regular

Council members voting "NAY":
meeting of the City Council:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary
APPROVED AS TO CONTENT

AND COMPLETENESS:

Elizabeth Triggs, Planning and Development

Officer

PACKET

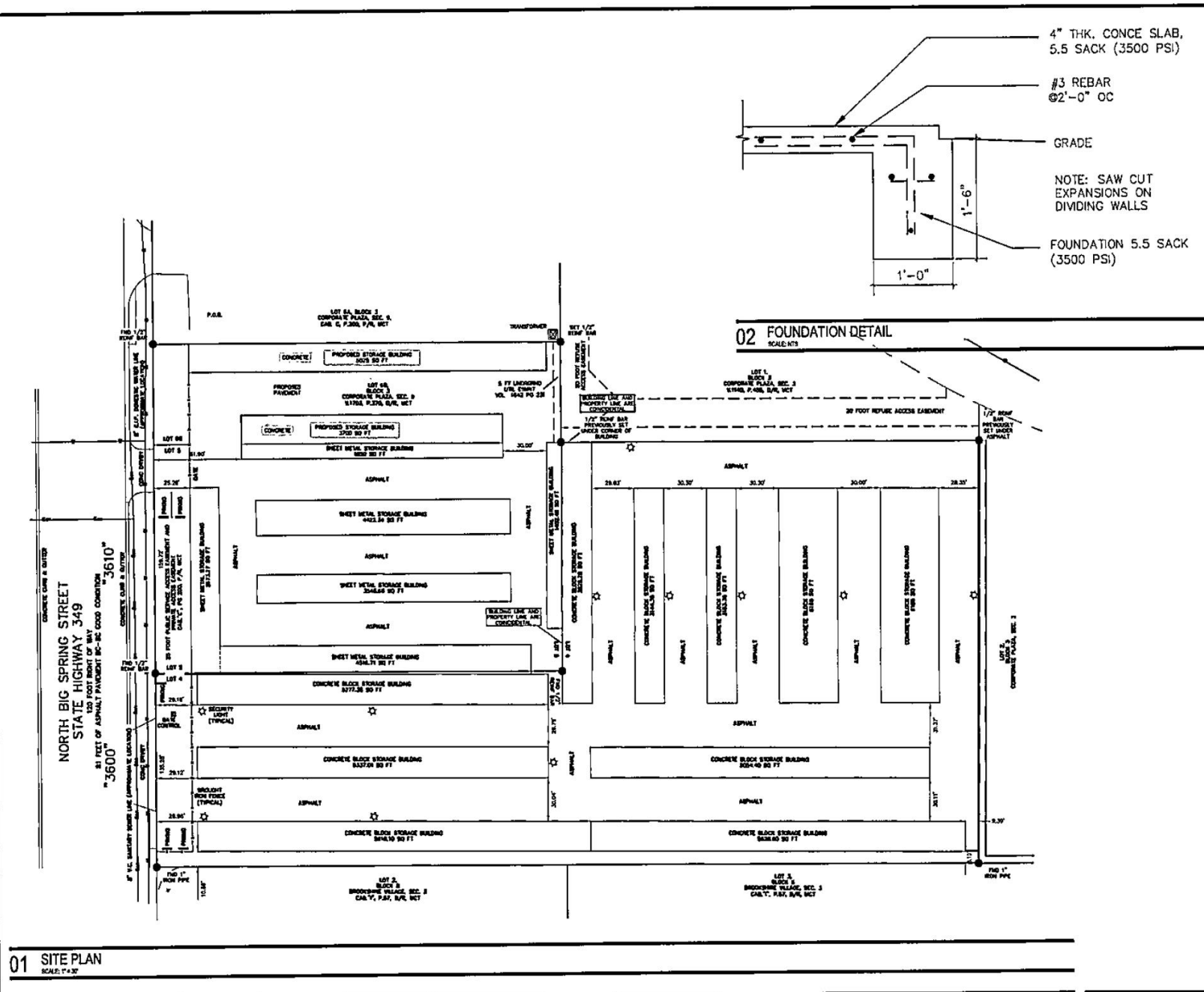
22.7

July 23, 2024

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT "A"

M3STUDIO
ARCHITECTURE + DESIGN

1640 E NORTHWEST HWY TEL. 794.541.5021
SUITE 101
DALLAS, TEXAS
UNITED STATES

Date	Description
05.06.2024	PL/INT

Seal/Signature _____



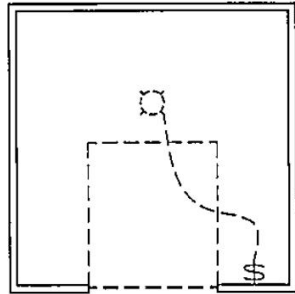
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Project Number	245012.00
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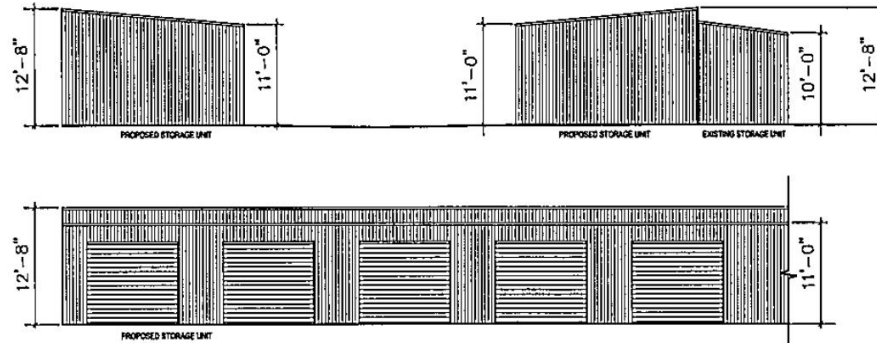
Description	
SITE PLAN & ELEVATIONS	

Scale
1"=30'

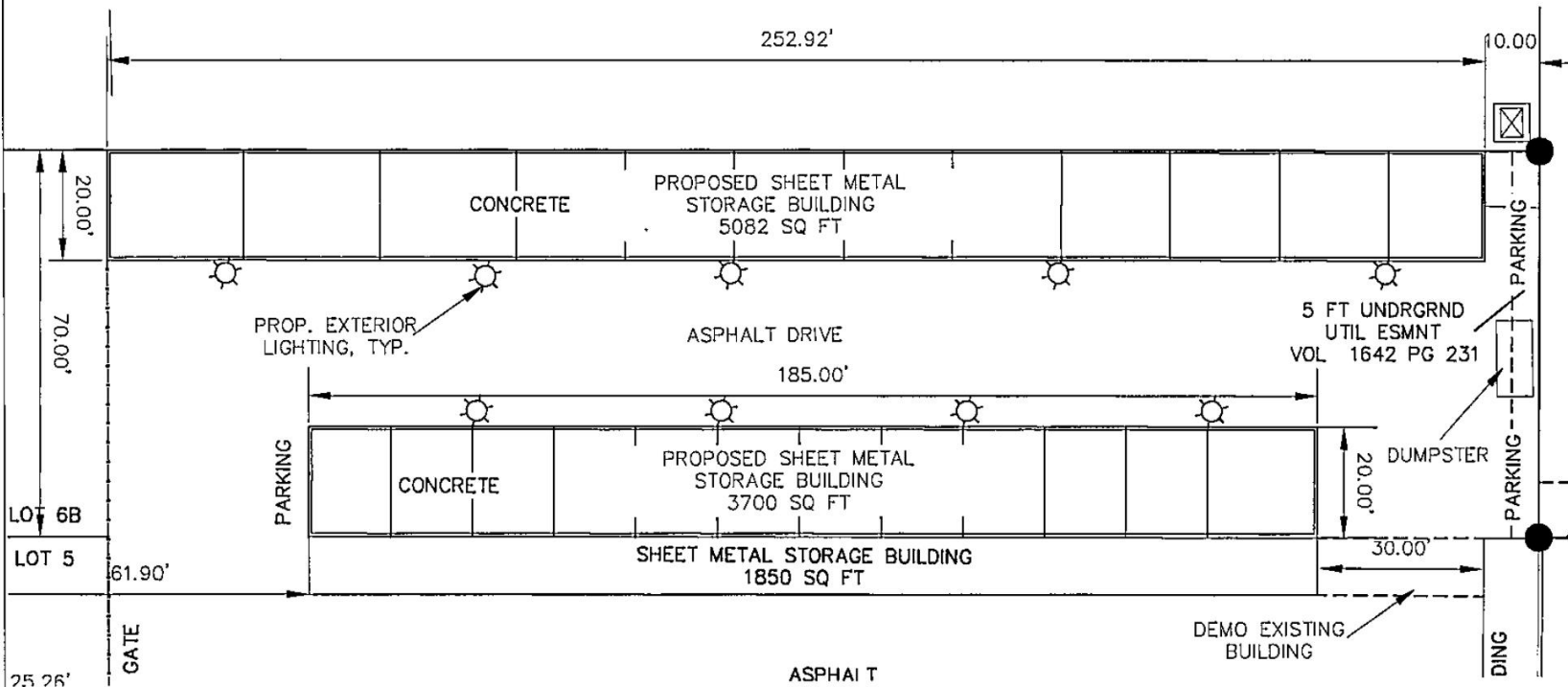
A1-100



02 TYPICAL UNIT FLOOR PLAN
SCALE: NTS



02 ELEVATIONS
SCALE: NTS



01 ENLARGED PROPOSED FLOOR PLAN
SCALE: 1"=10'

MIDLAND SELF STORAGE

M3STUDIO
ARCHITECTURE + DESIGN

5404 N. HIGHTWAY 170
SUITE 100
DALLAS, TX 75244
UNITED STATES

TEL: 214.461.1000

Scale Description
PLAN ELEVATION

Scale / Signature



Project Name
MIDLAND SELF STORAGE

Project Number
245012.00

Description
SITE PLAN & ELEVATIONS

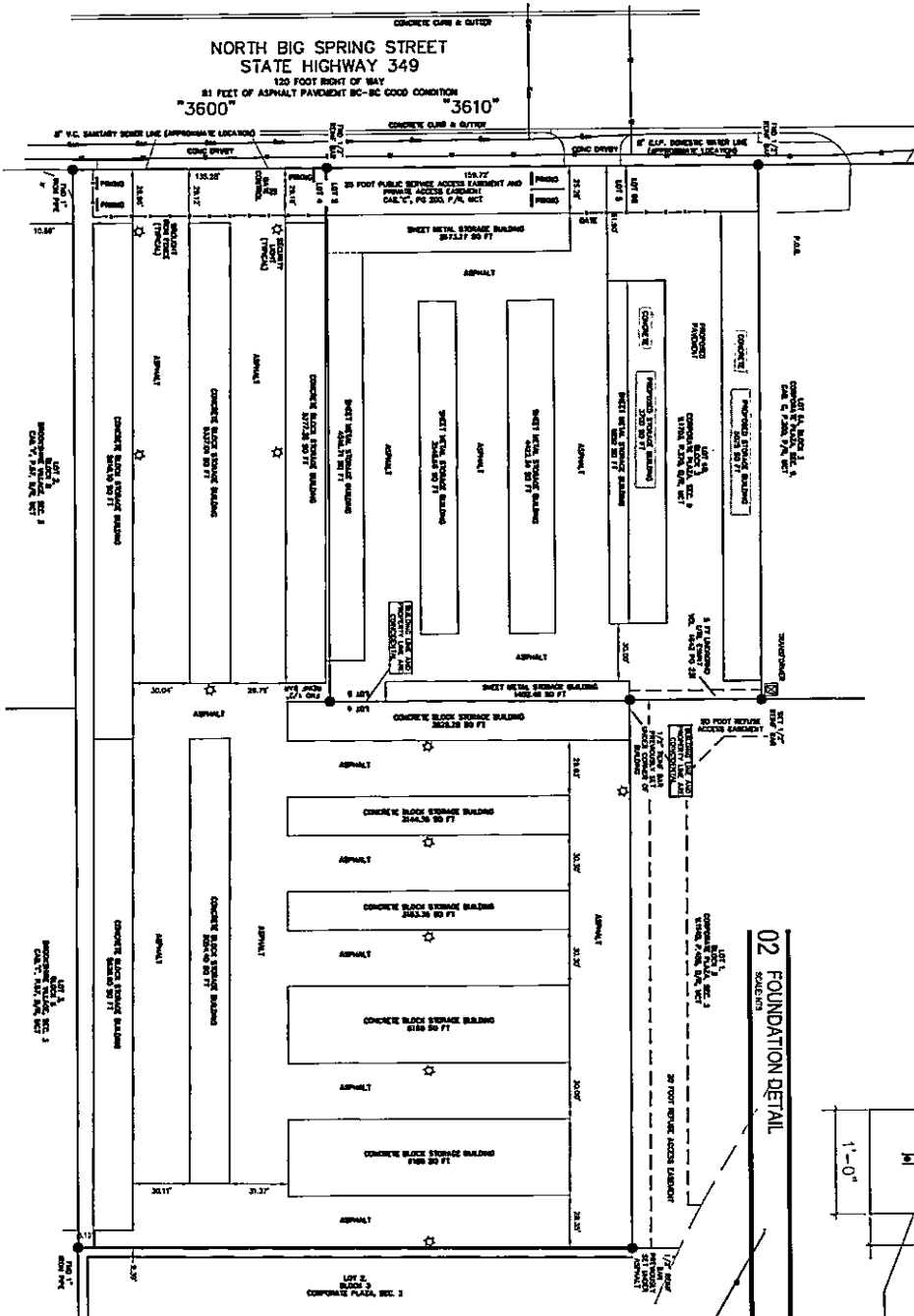
Scale
1"=30'

A1-100

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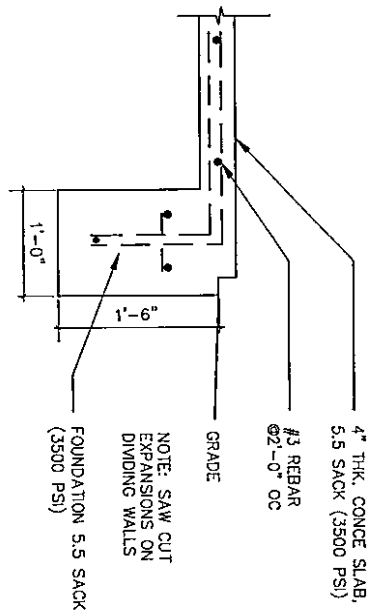
01 SITE PLAN

SCALE: 1"=30'



02 FOUNDATION DETAIL

SCALE: 1"=1'-0"



MIDLAND SELF STORAGE

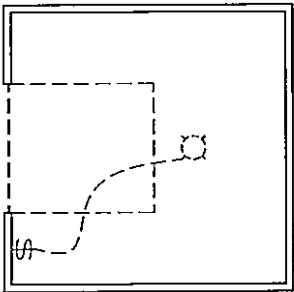
W3 STUDIO
ARCHITECTURE
2024

22.11

Project Name
MIDLAND SELF STORAGE
245012.00
Site Plan & Elevation
1"=30'
A1-100

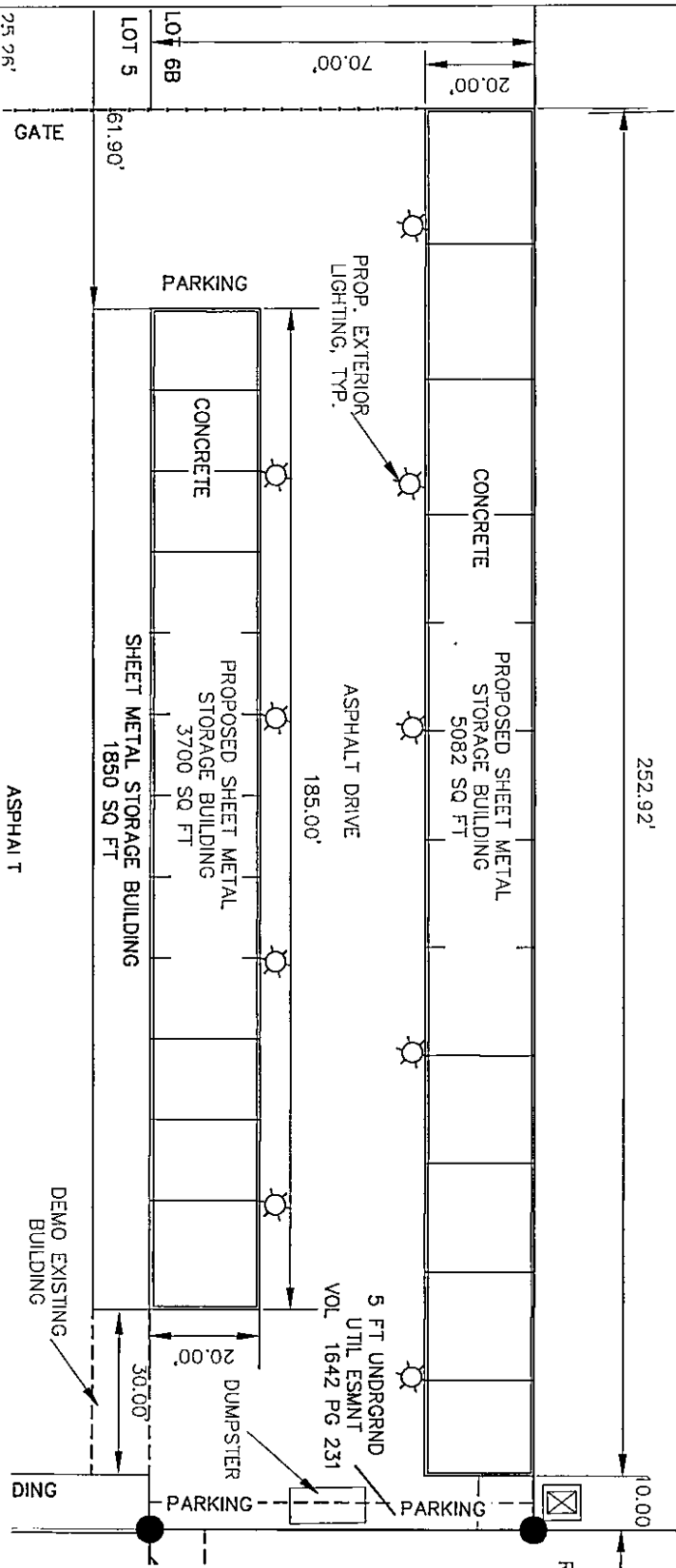
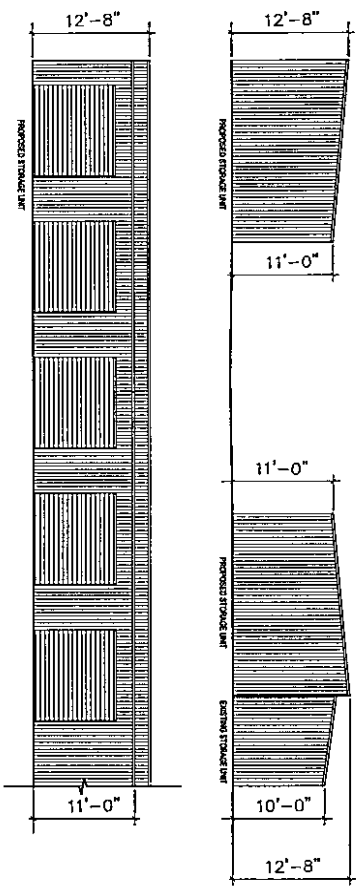


PACK 1
1 of 1



02 TYPICAL UNIT FLOOR PLAN

02 ELEVATIONS



01 ENLARGED PROPOSED FLOOR PLAN

MIDLAND SELF STORAGE

M3 STUDIO
ARCHITECTURAL SERVICES
July 2024

22.12

A1-100

Midland Self Storage
245012.00
SITE PLAN & ELEVATIONS
PACK IT



Zone Change/Planned District
Amendment/Site Plan Approval

Project Number: _____

Case Number: _____

Applicant (if acting as Agent, see affidavit on page 2) Printed Name: <u>MIDLAND SELF STORAGE</u>		Phone (214) <u>707-2421</u> Email: <u>JReeder@feckenablers.com</u>	
Address: <u>3600 N. Big Spring</u>	City: <u>MIDLAND</u>	State: <u>TX</u>	Zip: <u>79705</u>

Property Owner Printed Name: _____		Phone () _____ Email: _____	
Address: _____	City: _____	State: _____	Zip: _____

Representative (if different from Applicant or Property Owner) Firm: _____ Printed Name: <u>James Boots Reeder</u>		Phone () _____ Email: _____	
Address: <u>1925 Cedar Springs</u>	City: <u>Dallas</u>	State: <u>TX</u>	Zip: <u>75201</u>

Street Address: <u>3600 N. Big Spring MIDLAND TX</u>	
Legal Description Lot: <u>465</u> Block: <u>3</u> Subdivision: <u>CORPORATE PLAZA, SECTION B</u>	

Current Zoning: <u>RR</u>	Proposed Zone: <u>PD</u> (List by tracts if more than one district is requested)
---------------------------	---

Reason for Zone Change Request: TO Add 24 UNITS ON LAND WE have owned from 1974

Present Use of Property: SELF STORAGE

Proposed Use of Property: SELF STORAGE

How would this zone change affect the public health, safety and welfare? NO CHANGE 202

Describe how conditions affecting the property have changed since present zoning designation: NO CHANGE

Submittal and Fees Items to be submitted with this application form: • Application Fee – Payable to the 'City of Midland' • Dimensioned Site Plan • Digital Copies of Site Plan (PDF/JPEG)
PACKET
22.13
July 23, 2024

1995-1996
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 1995-1996

1995-1996
 1995-1996
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 1995-1996

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1995-1996
 1995-1996

Signature (by property owner only – authorized agent must sign affidavit below)

Applicant (signature):

James B. Reeder

Date:

5/9/24

Applicant (printed):

James B. Reeder

Property Owner (signature):

Date:

Property Owner (printed) :

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

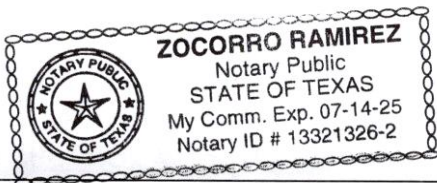
STATE OF TEXAS

COUNTY OF ~~MIDLAND~~ Dallas

Before me, the undersigned authority, on this day personally appear James B. Reeder who, being by me duly sworn, upon oath says: That (s)he is the owner of Midland Self Storage or authorized by himself, 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.

James B. Reeder
Authorized Agent (signature)

Subscribed and sworn to before me, this 9th day of May, 2024, to certify which witness my hand and seal of office.



[Signature]

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☒ Property Owner Authorization

☒ Dimensioned Site Plan

☒ Application Fee

☒ Plans in Digital Format (PDF/JPEG)

Check #

6737

Received By:

[Signature]

Date:

RECEIVED
JUN 06 2024

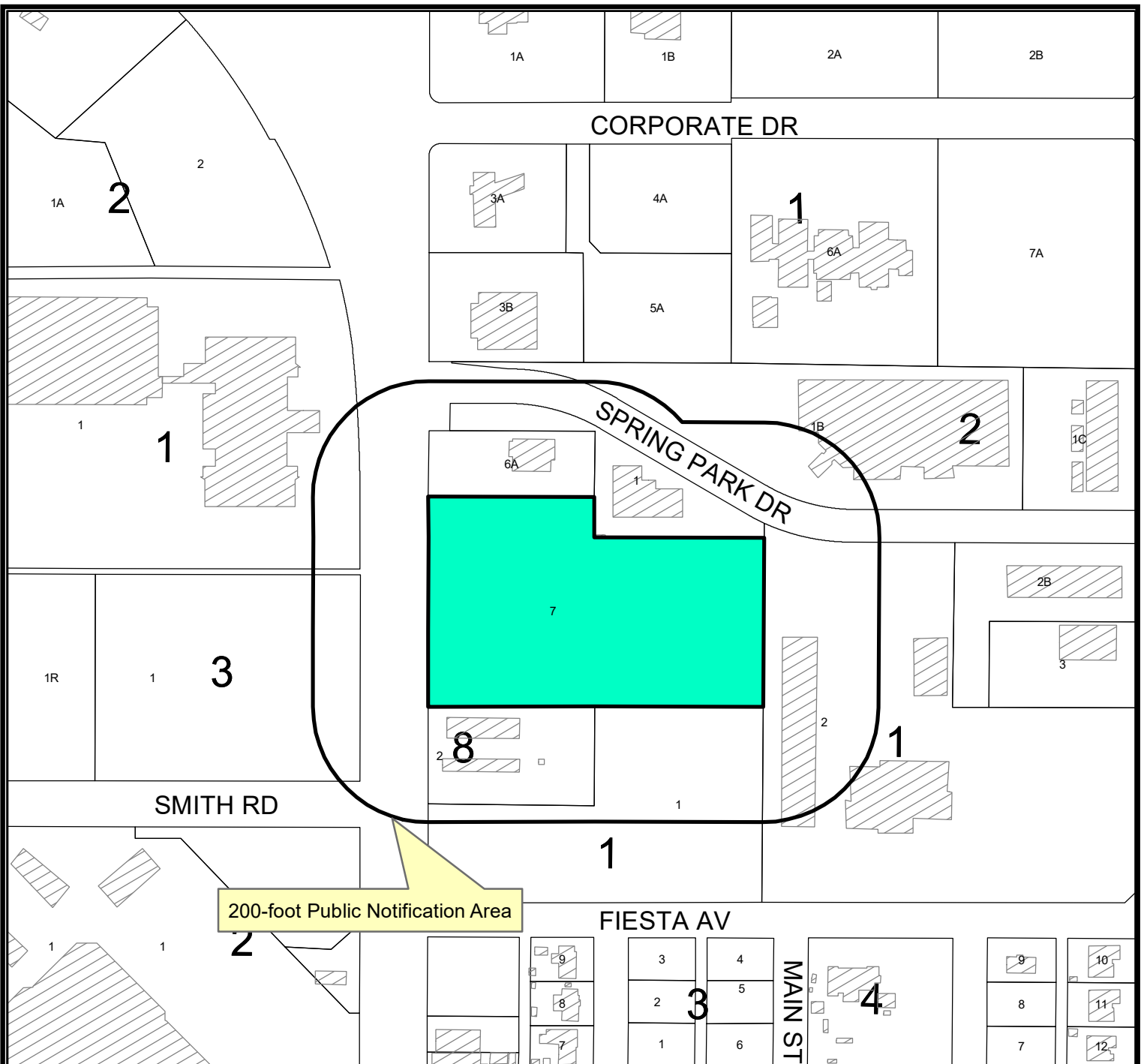
BY:

PACKET

22.15

July 23, 2024

****Application will not be considered for scheduling until reviewed by a planner.****



Location Map

Z-24-0385

Scale: 1" = 250'

Consider a request by James Boots Reeder for a zone change from RR, Regional Retail District, to PD, Planned Development District, on Lot 7, Block 3, Corporate Plaza Addition, Section 16, City and County of Midland, Texas.

Generally located on the east side of North Big Spring Street, approximately 355 feet north of Fiesta Avenue.

(Council District 22.16)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

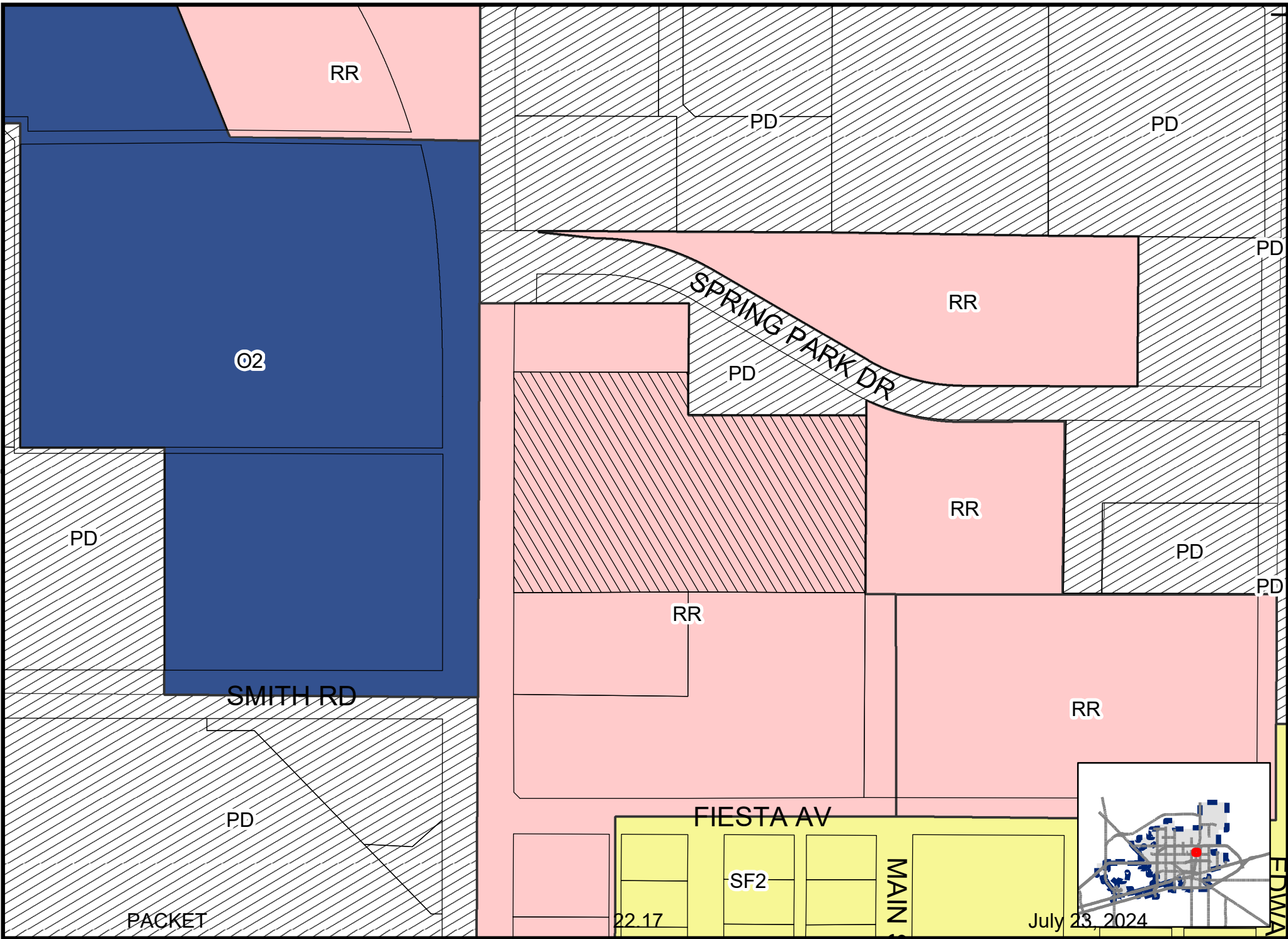


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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

July 23, 2024





SPRING PARK DR

2

3

8

1

22.18

July 23, 2024

PACKET

H RD



Public Hearing

Midland Self Storage Zone Change

July 23, 2024



Visit Our Website:
MIDLANDTEXAS.GOV

PACKET

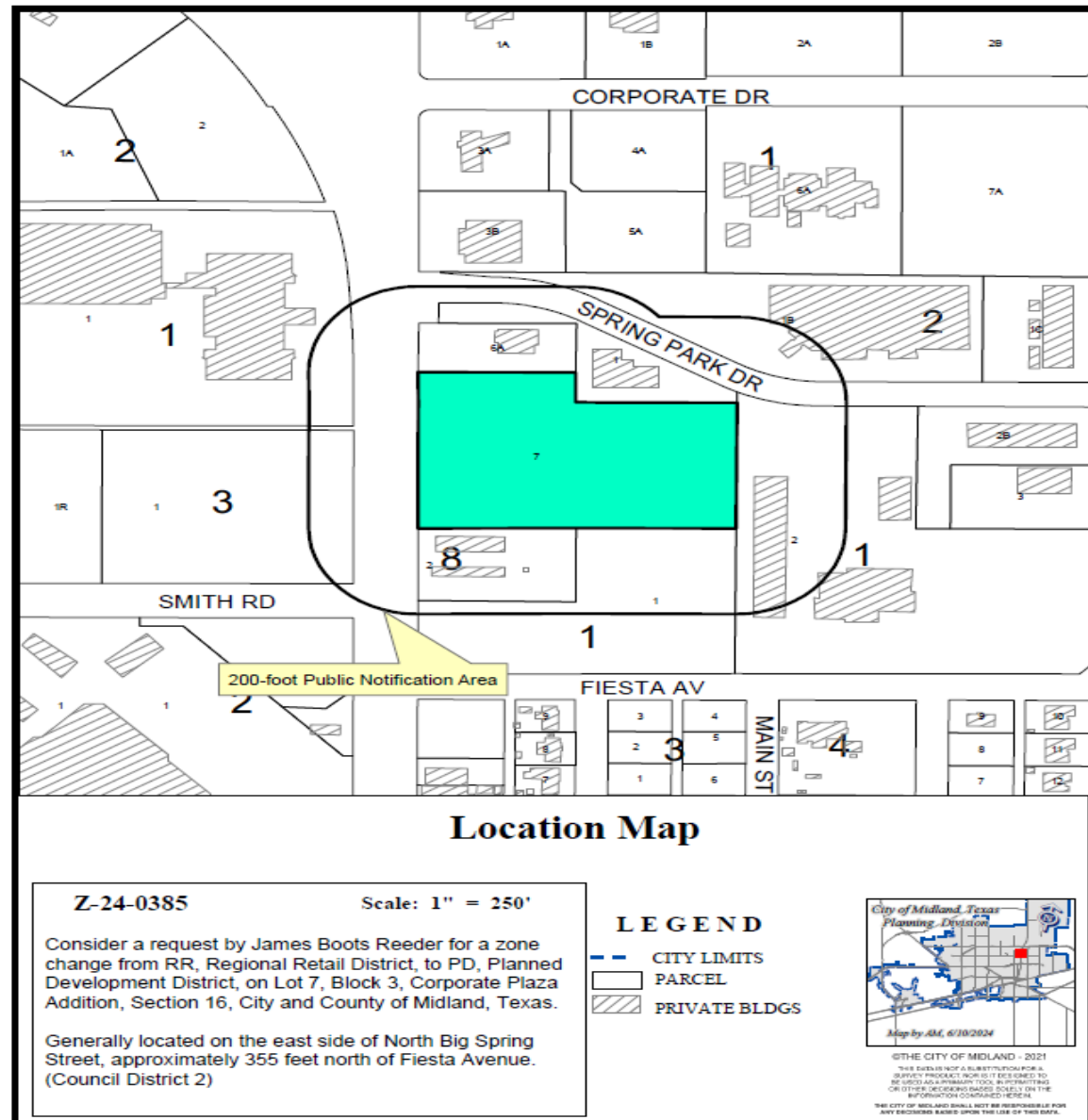
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22.19

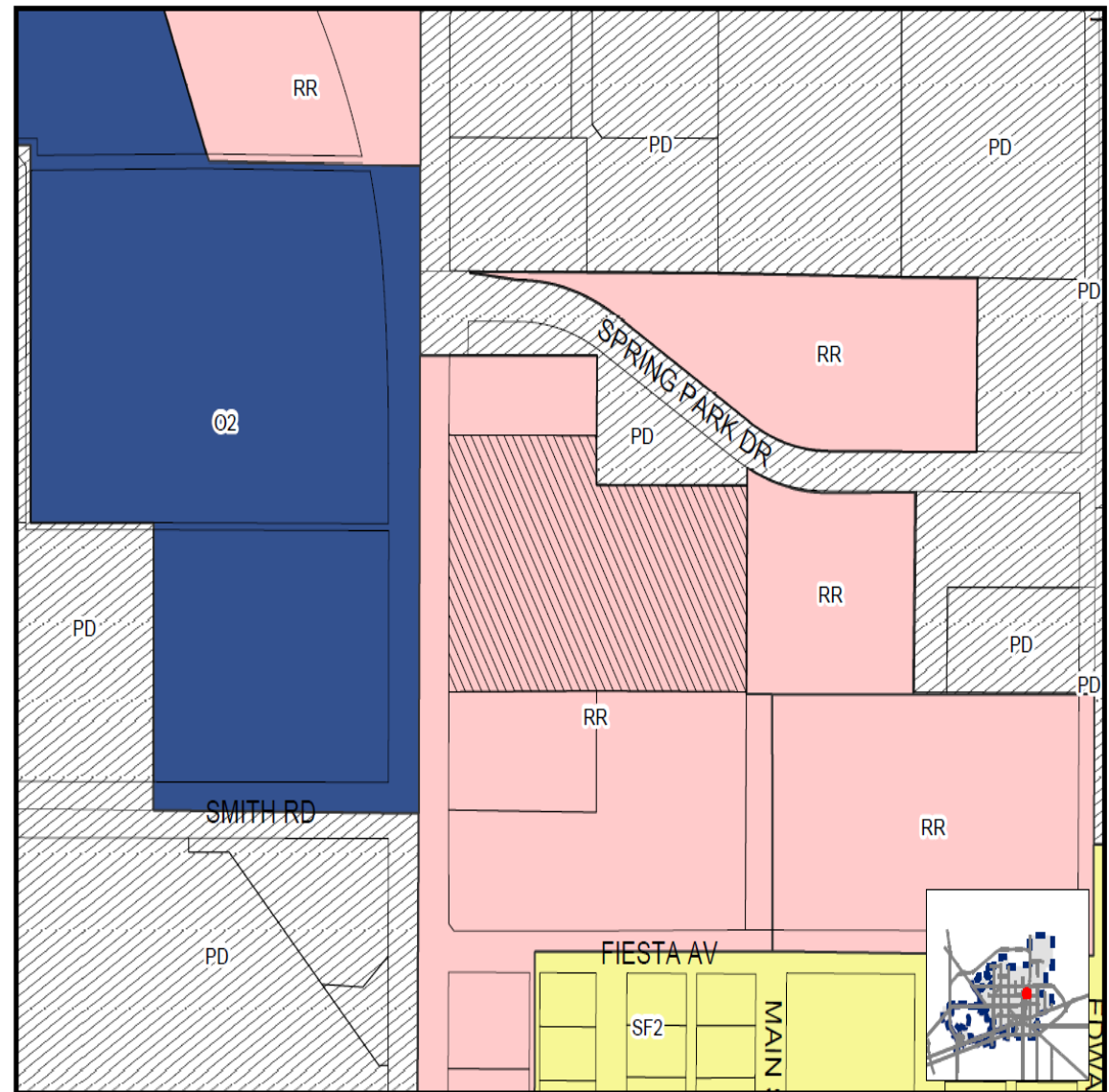
July 23, 2024



- James Boots Reeder
- Zone Change from RR to PD-OC
- 3600 North Big Spring
- Approximately 4.405 acres



- Currently Zoned: RR, Regional Retail District
- Surrounding Zoning of the Property
 - North: RR, Regional Retail District, and PD-TD, Planned Development District for a Transitional District
 - East and South: RR, Regional Retail
 - West: O-2, Office District
- Proposed Zoning of the property
 - PD-OC, Planned Development District for an Office Center



Map AM, 6/10/2024

Z-24-0385

Scale: 1" = 200'

ZONING MAP

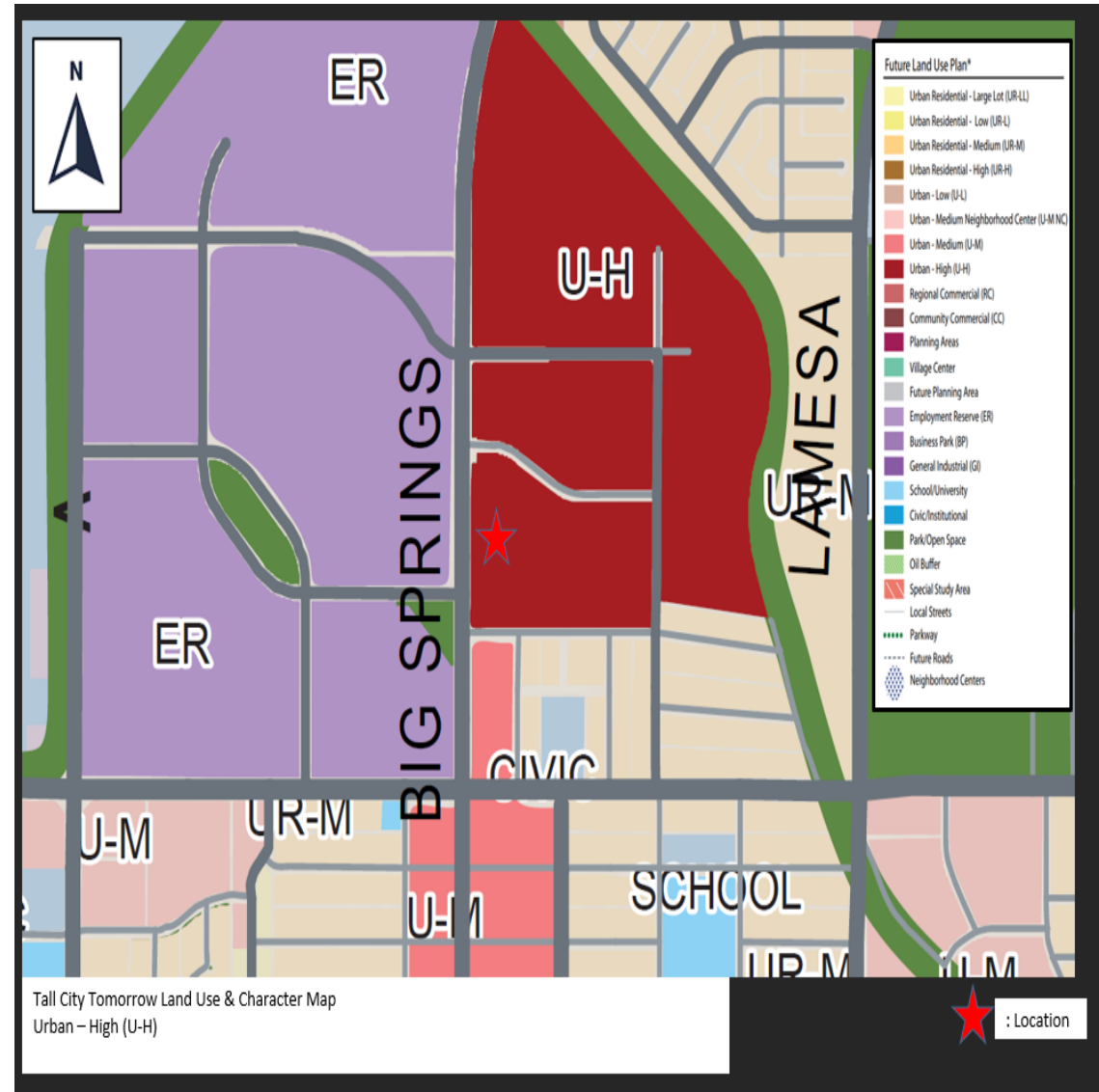


© THE CITY OF MIDLAND, 2024. THIS MAP IS NOT A SUBSTITUTE FOR A SURVEY OR TITLE REPORT. IT IS INTENDED TO BE USED AS A PRELIMINARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

- Storage Units
- Expansion of Storage Units



- Designated U-H, Urban High, by the Tall City Tomorrow Plan
- U-H, Urban High, accepted uses:
 - Townhouse District
 - Multi-Family Dwelling District
 - Office District
 - Commercial District





- No objection letters received
- This was approved by the Planning and Zoning Commission on July 1, 2024
- This meets all applicable City Code therefore Staff recommends APPROVAL of the Zone Change for Midland Self Storage subject to conditions A & B:
- Conditions:
 - A. That the Property shall significantly conform to the site plan attached hereto as Exhibit “A”.
 - B. That the use of the Property for Storage Units, Mini, as such term is defined in Section 11-1-2.01 of the City Code, is hereby allowed.



City Council Meeting

Item Number: 23
Meeting Date: July 23, 2023
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 LOT 8, BLOCK 63, 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 BUNCHE STREET, APPROXIMATELY 380 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 (DEVELOPMENT SERVICES)(DISTRICT 2)(QUALITY OF LIFE & 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 a new single-family dwelling at 814 Bunche 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 in order to construct a single-family home, which is not allowed in the MF-22 district. This vacant lot is located in a residential neighborhood that is developed with single-family homes. Changing this zoning would help the future residential development of this area. This lot does meet the requirements for the SF-3, Single-Family Dwelling District zoning.

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 July 12, 2024, staff has received no letters of objection for this request.

Attachments:

Application
Site Plan
Maps
PowerPoint

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 8, BLOCK 63, 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 BUNCHE STREET, APPROXIMATELY 380 FEET SOUTH OF EAST CALIFORNIA AVENUE) ; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 8, Block 63, Park Avenue Heights Addition, Section 2, City and County of Midland, Texas (the “Property”) to SF-3, Single-Family Dwelling District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as

that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2024; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2024, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney



**Zone Change/Planned District
Amendment/Site Plan Approval**

Project Number: _____

Case Number: 2-24-0384

Applicant (if acting as Agent, see affidavit on page 2) Printed Name: _____		Phone () _____ Email _____	
Address _____	City _____	State _____	Zip _____

Property Owner Printed Name: <u>Jorge Chavez</u>		Phone (432) <u>254-0327</u> Email <u>eaaleman@schumannsurveying.com</u>	
Address <u>1111 Magnolia Ave</u>	City <u>Midland</u>	State <u>TX</u>	Zip <u>79705</u>

Representative (if different from Applicant or Property Owner) Firm: <u>Schumann Surveying</u> Printed Name: <u>Ed Aleman</u>		Phone (432) <u>254-0327</u> Email <u>eaaleman@schumannsurveying.com</u>	
Address <u>800 N. Marientfeld, suite 100</u>	City _____	State _____	Zip _____

Street Address: <u>814 S. Bunche St.</u>	
Legal Description Lot: <u>8</u> Block: <u>63</u> Subdivision: <u>Park Avenue Height Sec. 2.</u>	

Current Zoning: <u>MF 22</u>	Proposed Zone: <u>SF 3</u> (List by tracts if more than one district is requested)
-------------------------------------	--

Reason for Zone Change Request: Single home Construction

Present Use of Property: Vacant

Proposed Use of Property: Single Family

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)

PACKET

23.7

July 23, 2024

Signature (by property owner only – authorized agent must sign affidavit below)

Applicant (signature):

Date:

Applicant (printed):

Property Owner (signature): Jorge Chavez

Date: 05-22-2024

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.

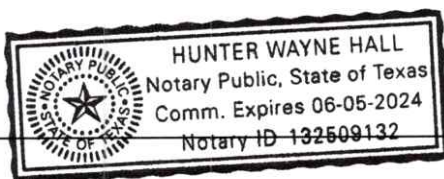
STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear _____ who, being by me duly sworn, upon oath says: That (s)he is the owner of Ed Aleman or authorized by Jorge Chavez, 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.

Edوارد Aleman
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.

Hth



NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☒ Property Owner Authorization

☒ Dimensioned Site Plan

☒ Application Fee

☒ Plans in Digital Format (PDF/JPEG)

Check # Paid online

Received By: [Signature]

Date:

RECEIVED
MAY 22 2024

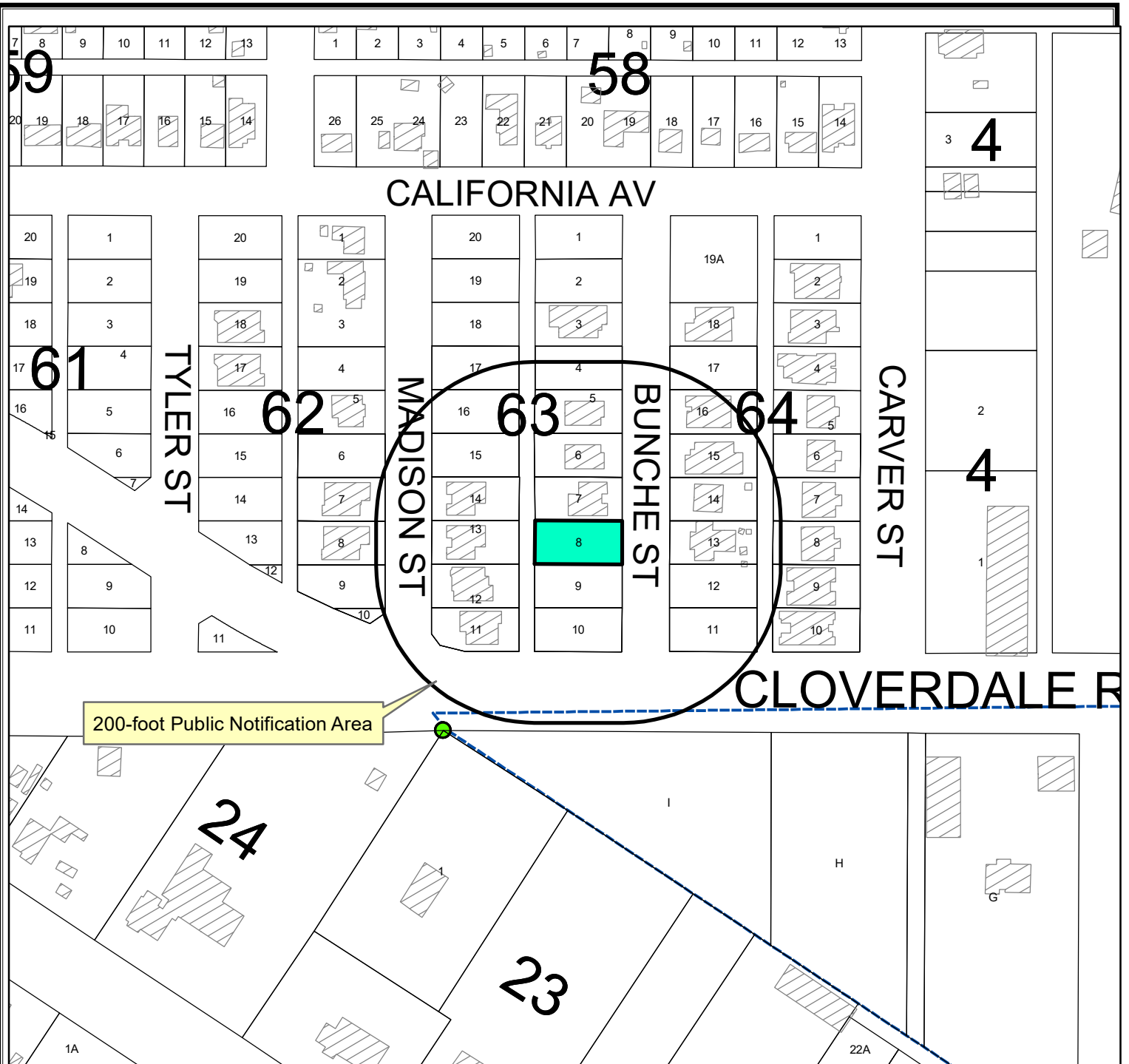
BY:

PACKET

23.8

July 23, 2024

****Application will not be considered for scheduling until reviewed by a planner.****



Location Map

Z-24-0384

Scale: 1" = 2,147'

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 8, Block 63, Park Avenue Heights Addition, Section 2, City and County of Midland, Texas.

Generally located on the west side of Bunche Street, approximately 380 feet south of East California Avenue. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

TYLER ST

MADISON ST

BUNCHE ST

CARVER ST

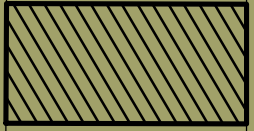
SF3
SF3

SF3

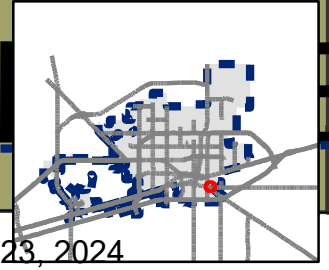
SF3

MF22

SF3



C



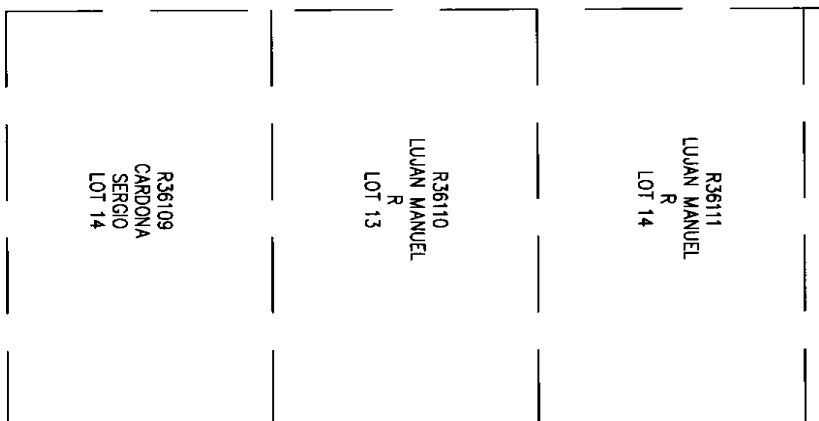
PACKET ©

23.10

July 23, 2024

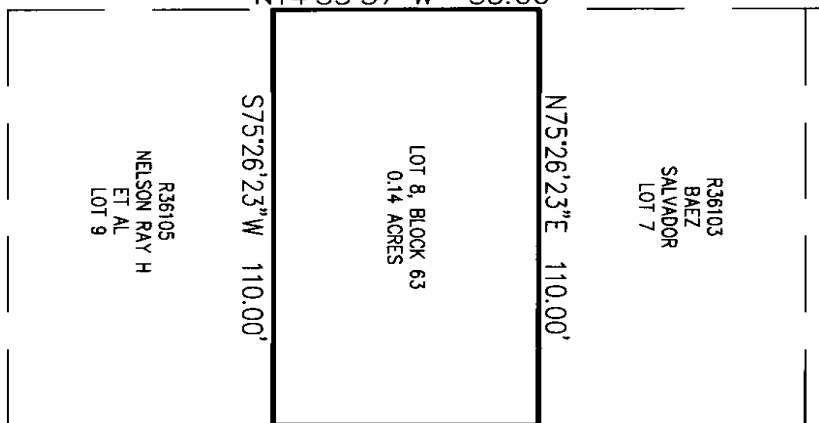


S. MADISON ST.
(60 FOOT RIGHT-OF-WAY)



20 FOOT ALLEY

N14°33'37"W 55.00'



S14°33'37"E 55.00'

814 S. BUNCHE ST.
(60 FOOT RIGHT-OF-WAY)

LEGEND:
— PROPERTY LINE
--- ADJOINING PROPERTIES

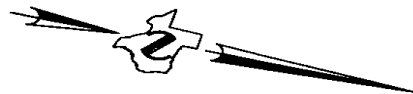


SCHUMANN
SURVEYING, INC.
A LATERAL LAND COMPANY

800 N. WAREFIELD STREET
SUITE 100
MCKINNEY, TEXAS 75069

TEXAS PROFESSIONAL SURVEYOR No. 10148500

Office (409) 864-5548



SITE PLAN

SITE PLAN FOR

LOT 8, BLOCK 63,

PARK AVENUE HEIGHTS
SECTION 2.

ACCORDING TO THE PLAT RECORDED IN
THE COUNTY CLERKS OFFICE OF

MIDLAND COUNTY, TEXAS

PACKET

23.11

July 23, 2024

SCALE: 1" = 40'

PROJECT: SITE PLAN
JOB NO.: SITE PLAN

MADISON ST

63

BUNCHE ST

64

PACKET

23.12

July 23, 2024



LAND USE: URBAN-MEDIUM NEIGHBORHOOD CENTER (U-M NC)**DESCRIPTION:**

- » These districts will be new village hubs for the city's growth areas. They should offer small to moderate scale commercial development connected to an anchor store such as a grocery store surrounded by a mix of housing types including townhomes and small lot single family.

POTENTIAL ZONING:

- » Single-Family Dwelling District
- » Townhouse District
- » Office District
- » Local Retail District

**INTENSITY
(DU/A):****10+****USES:**

Should include a mix of traditional neighborhood businesses including small scale commercial, office, civic and residential. The commercial uses should be low impact and provide a variety of neighborhood services.

FORM:

Low to moderate building and impervious coverage, located along major streets in areas close to residential growth centers or at nodes created by significant intersections of streets. Developments should emphasize pedestrian scale and relationships among businesses and accommodate automobile access without being dominated by an automotive scale. Good pedestrian circulation should connect businesses and surrounding residential uses.

COMPATIBILITY:

The emphasis for these areas should be on creating unique neighborhood centers or villages. Compatibility should be achieved through increased attention to traffic circulation and parking, site and building design, and on-site operations.

- Land uses may be mixed vertically in smaller scale two to three story buildings.
- Horizontal mixed use must create should create smooth internal transitions from lower to higher intensity uses in distances similar to U-M or U-H.
- Larger commercial uses should cluster around arterial streets.
- Smaller commercial uses are appropriate on any street provided that a smooth transition in intensity of uses is maintained.





Jorge Chavez

Zone Change

July 23, 2024



Visit Our Website:
MIDLANDTEXAS.GOV

1

PACKET

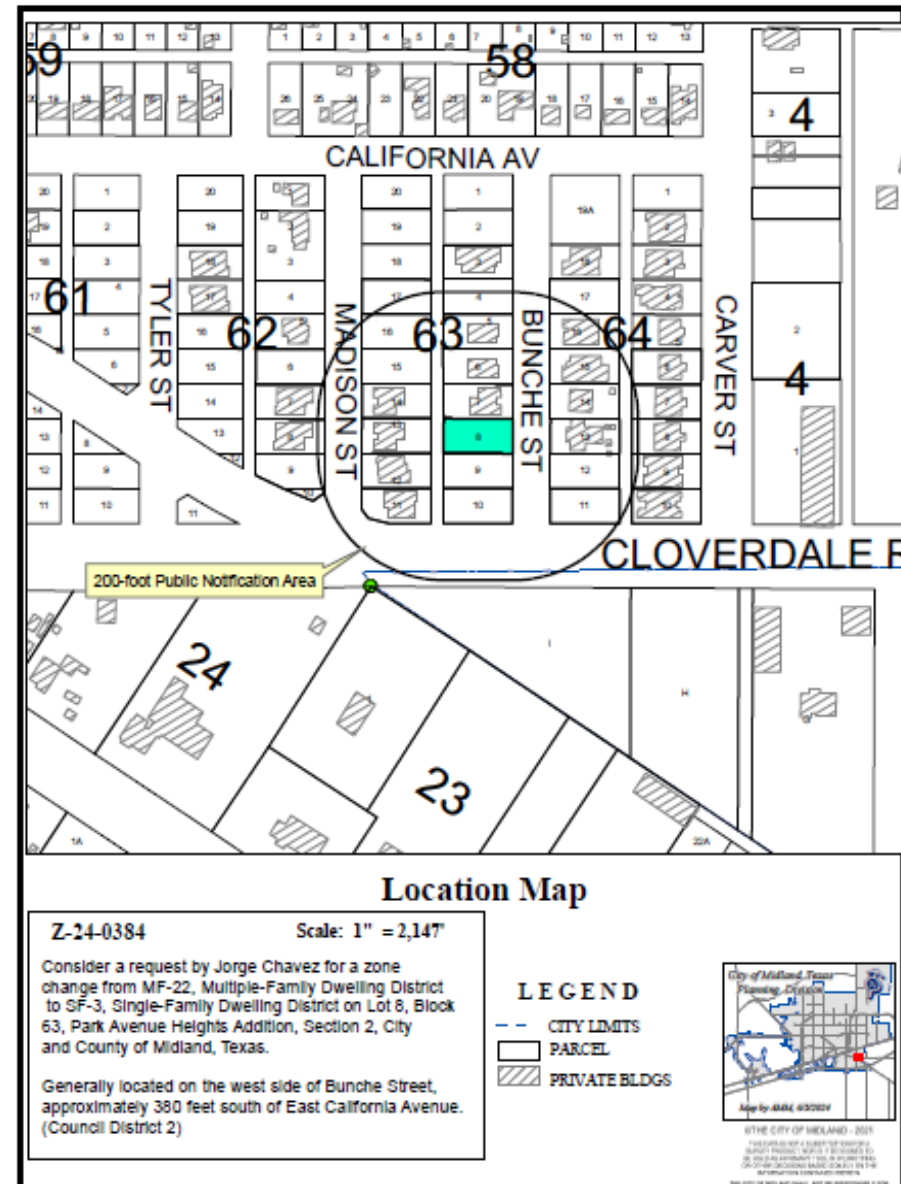
23.15

July 23, 2024

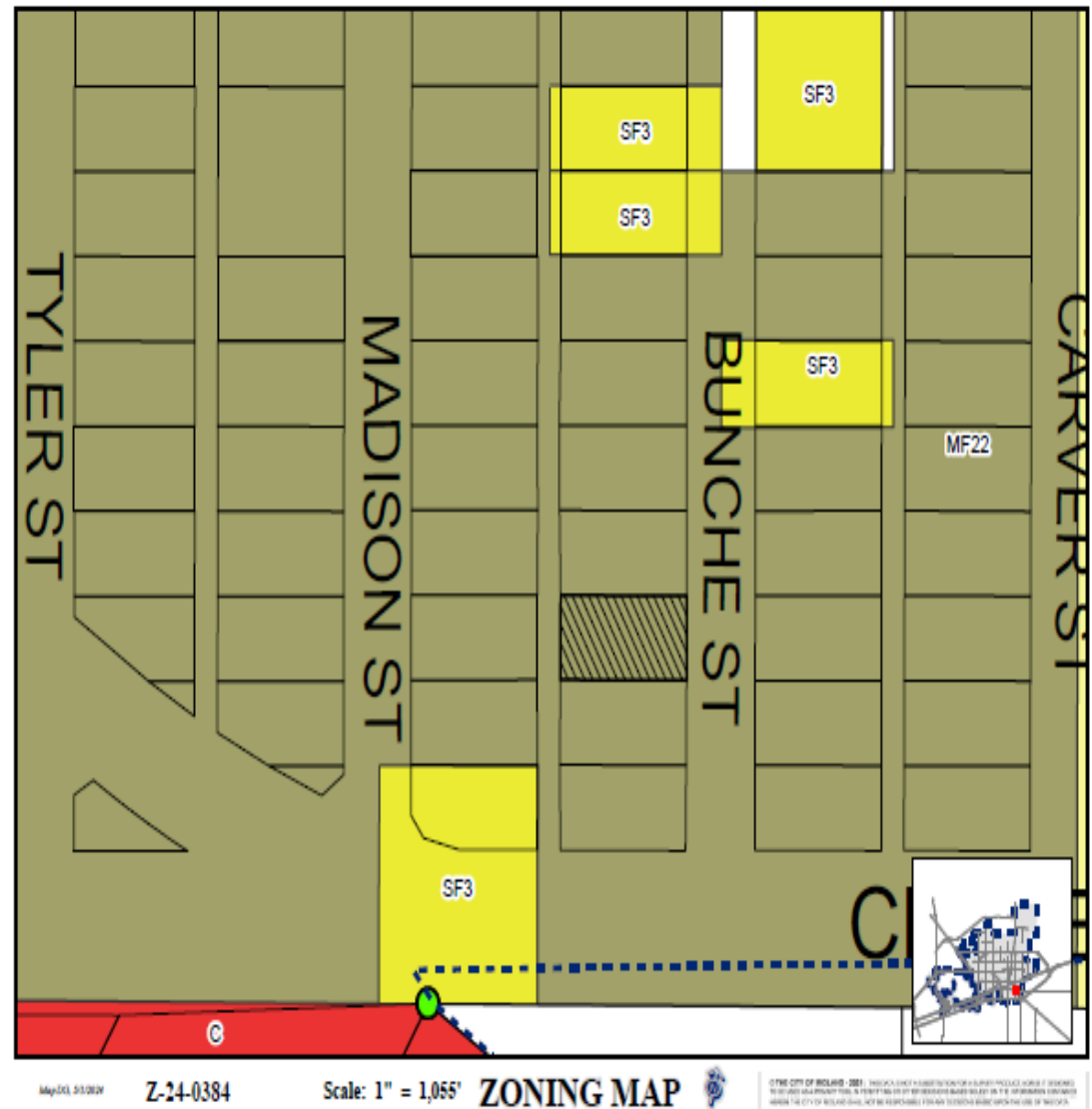


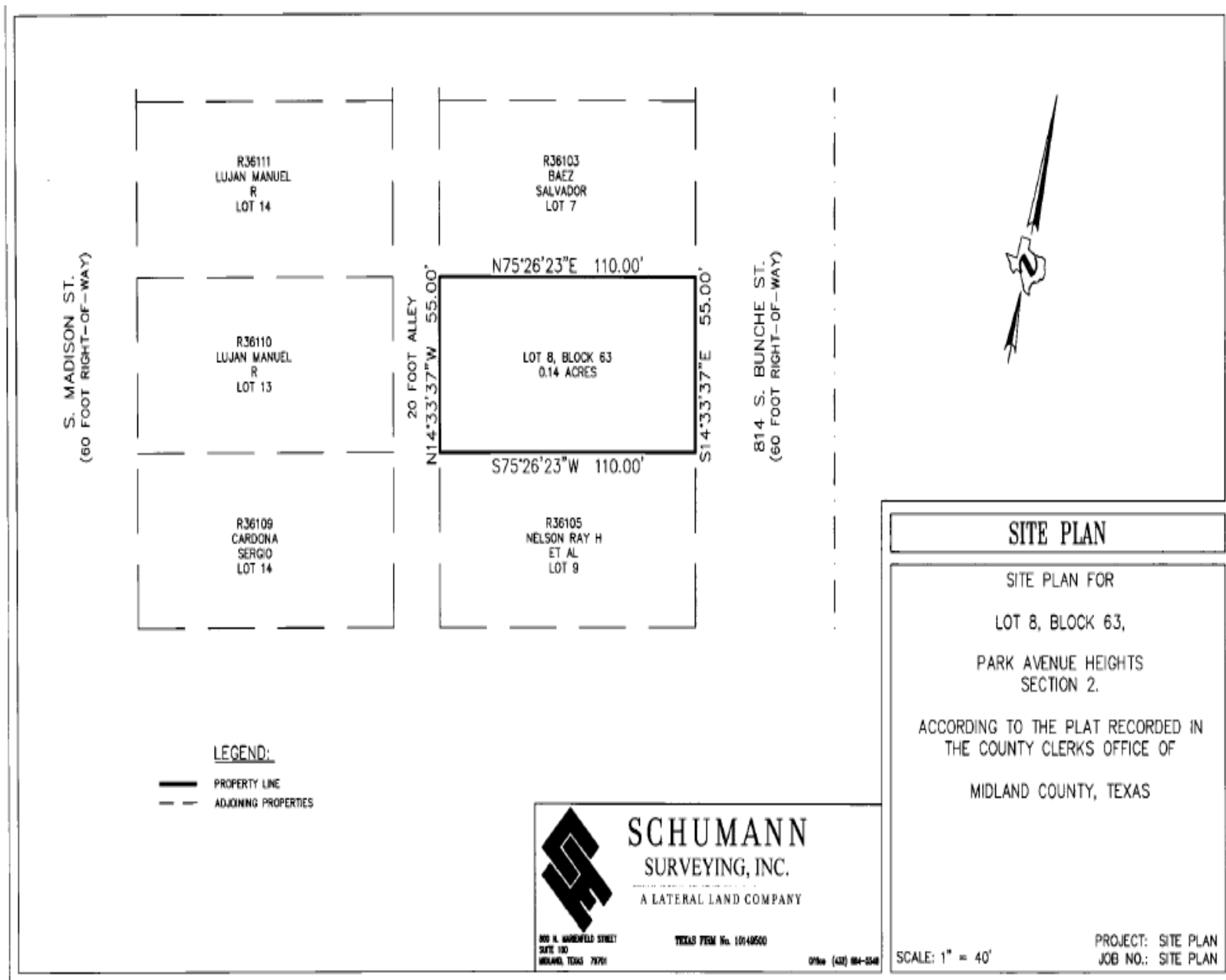
- # 2

23.16

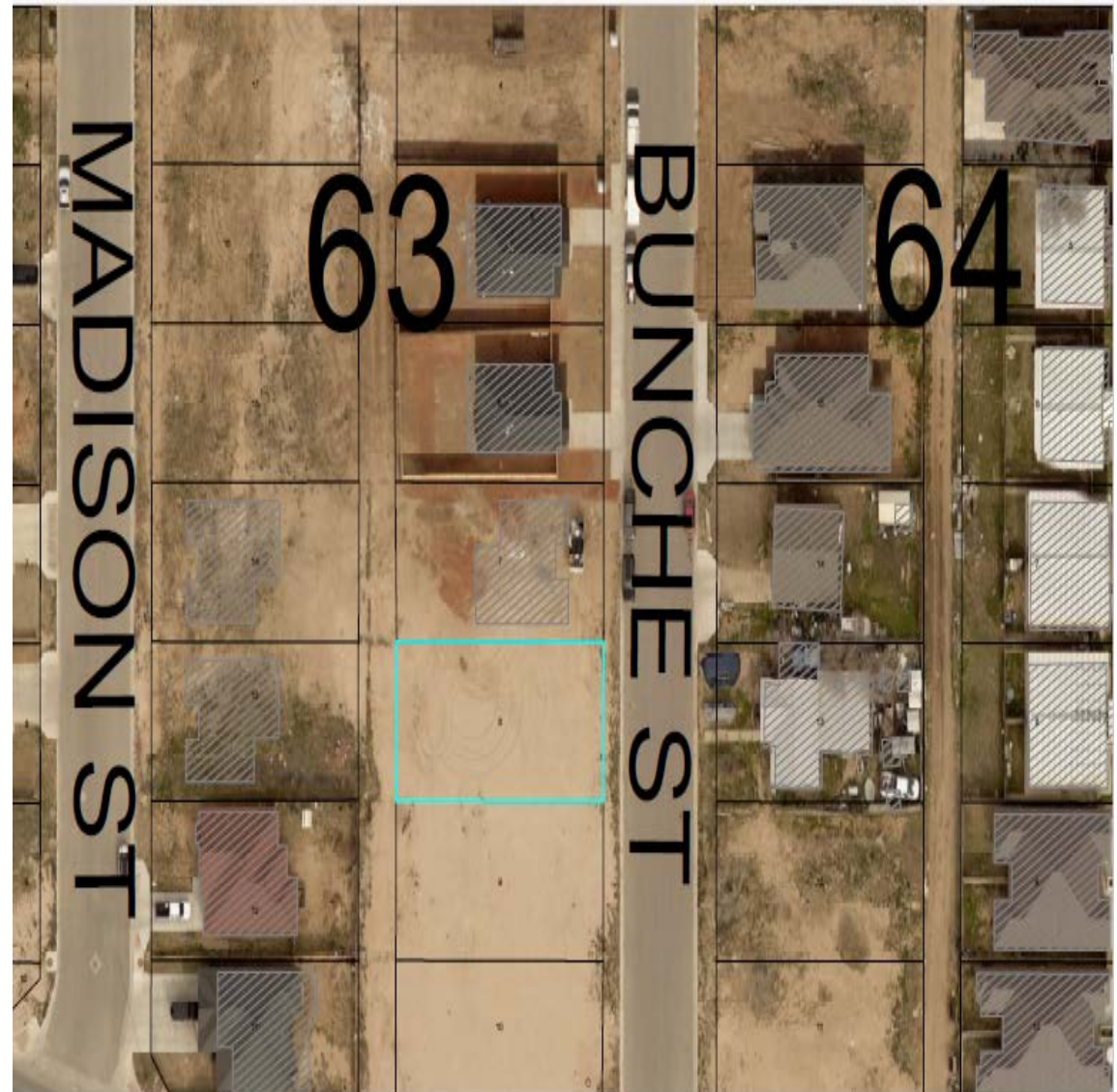


- Current Zoning: MF-22, Multiple-Family Dwelling District
- Surrounding Zoning:
- North, South, East, and West is MF-22, Multiple-Family Dwelling District
- Proposed Zoning: SF-3, Single-Family Dwelling District





- Current use of the property: Vacant
- Proposed use of the Property Single-Family dwelling



- 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.

Future Land Use Plan*



- Staff recommends APPROVAL of the Zone Change from MF-22, Multiple-Family to SF-3, Single-Family District.
 - No objection letters received



City Council Meeting

Item Number: 24
Meeting Date: July 23, 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 9 AND 10, BLOCK 31, 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 CALHOUN STREET, APPROXIMATELY 160 FEET SOUTH OF EAST NEW YORK AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES) (DISTRICT 2) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, Terrill Q. LittleJohn, is requesting a Zone Change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District to build a new single-family dwellings at 605 and 607 S Calhoun St.

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. Armando Sanchez is seeking this zone change in order to construct a single-family home, which is not allowed in the MF-22 district. This vacant lot is located in a residential neighborhood that is developed with single-family homes. Changing this zoning would help the future residential development of this area. This lot does meet the requirements for the SF-3, Single-Family Dwelling District zoning.

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 July 12, 2024, staff has received no letters of objection for this request.

Attachments:

Application
Site Plan
Maps
Powerpoint

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 9 AND 10, BLOCK 31, 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 CALHOUN STREET, APPROXIMATELY 160 FEET SOUTH OF EAST NEW YORK AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lots 9 and 10, Block 31, Greenwood Addition, Third, Fourth, and Fifth Sections, City and County of Midland, Texas (the “Property”) to SF-3, Single-Family Dwelling District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all

other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2024; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2024, at a regular

meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney



Zone Change/Planned District
Amendment/Site Plan Approval

Project Number: _____

Case Number: 2-24-03887

Applicant (if acting as Agent, see affidavit on page 2) Printed Name: <u>TERRILL Q. LITTLEJOHN</u>		Phone (432) <u>684-4643</u>	
Address <u>1209 W. LOUISIANA AVE.</u>		Email <u>+littlej@suddenlink.net</u>	
City <u>MIDLAND</u>	State <u>TEXAS</u>	Zip <u>79701</u>	

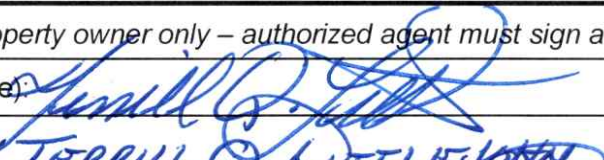
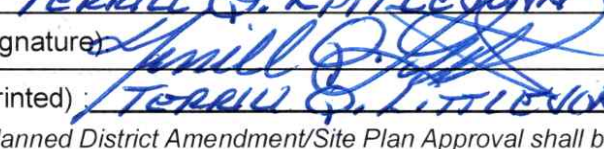
Property Owner Printed Name: <u>TERRILL Q. LITTLEJOHN</u>		Phone (432) <u>684-4643</u>	
Address <u>1209 W. LOUISIANA AVE.</u>		Email <u>+littlej@suddenlink.net</u>	
City <u>MIDLAND</u>	State <u>TEXAS</u>	Zip <u>79701</u>	

Representative (if different from Applicant or Property Owner) Firm: _____ Printed Name: _____		Phone () _____ Email _____	
Address _____	City _____	State _____	Zip _____

Street Address: <u>LOT 5 + LOT 7 S. CALHOUN ST.</u>		
Legal Description Lot: <u>009+010</u> Block: <u>031</u> Subdivision: <u>GREENWOOD</u>		

Current Zoning: _____	Proposed Zone: _____ (List by tracts if more than one district is requested)
Reason for Zone Change Request: <u>TO MAKE APPLICABLE FOR SINGLE FAMILY USE</u>	
Present Use of Property: <u>VACANT</u>	
Proposed Use of Property: <u>RESIDENTIAL</u>	
How would this zone change affect the public health, safety and welfare? <u>NONE</u>	
Describe how conditions affecting the property have changed since present zoning designation: <u>NONE</u>	

Submittal and Fees Items to be submitted with this application form: • Application Fee – Payable to the 'City of Midland' • Dimensioned Site Plan • Digital Copies of Site Plan (PDF/JPEG)
--

Signature (by property owner only – authorized agent must sign affidavit below)	
Applicant (signature): 	Date: <u>5-17-24</u>
Applicant (printed): <u>TERRILL Q. LITTLEJOHN</u>	
Property Owner (signature): 	Date: <u>5-17-24</u>
Property Owner (printed): <u>TERRILL Q. LITTLEJOHN</u>	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

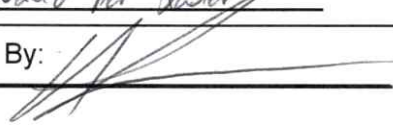
STATE OF TEXAS
COUNTY OF MIDLAND

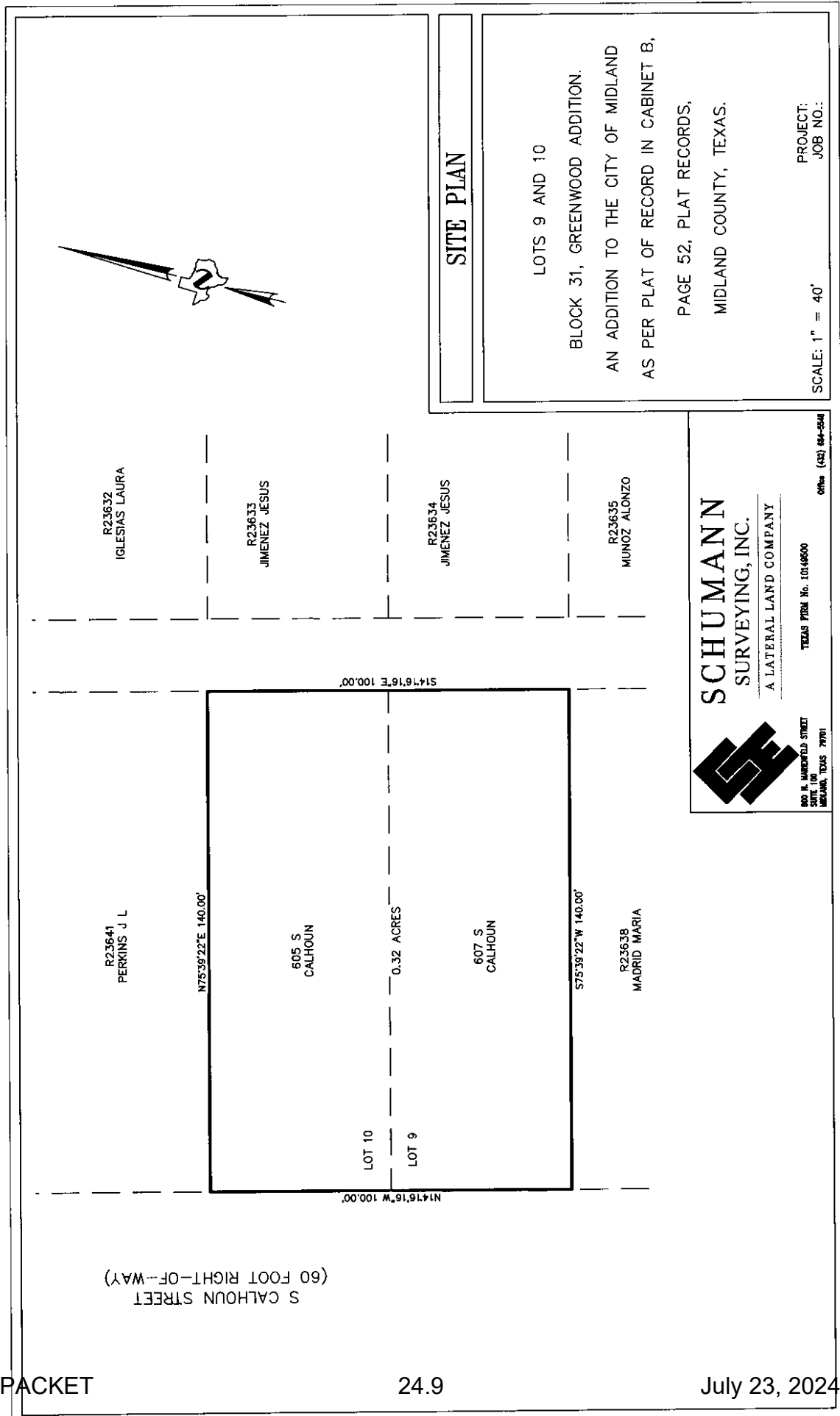
Before me, the undersigned authority, on this day personally appear _____ who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

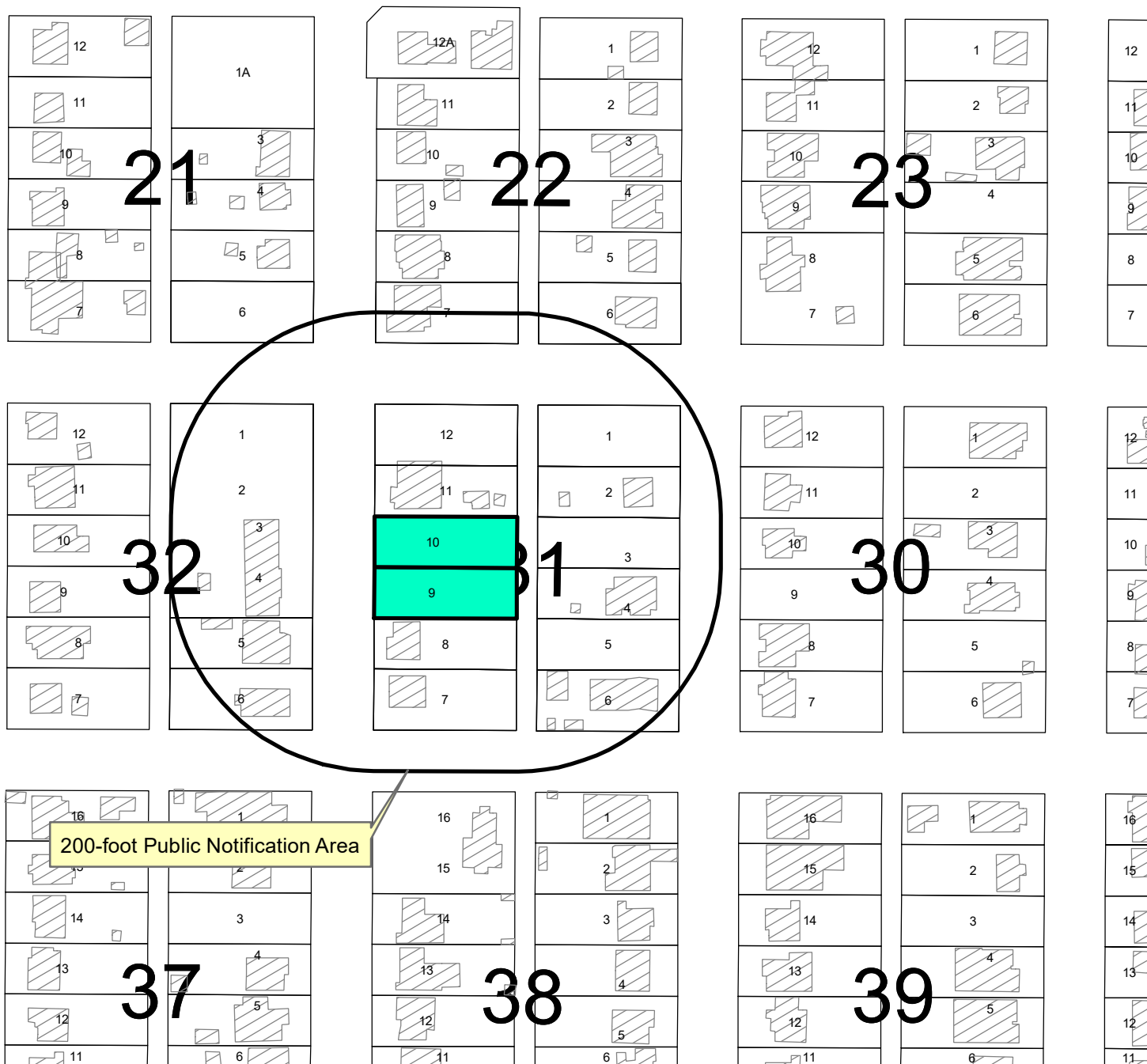
Authorized Agent (signature)

Subscribed and sworn to before me, this _____ day of _____, 20____, to certify which witness my hand and seal of office.

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
☒ Property Owner Authorization ☒ Application Fee Check # <u>Ward Per Varies</u> Received By: 	☒ Dimensioned Site Plan ☐ Plans in Digital Format (PDF/JPEG) Date:  BY:





Location Map

Z-24-0382

Scale: 1" = 1,789

Consider a request by Terrill Q. LittleJohn for a zone change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District on Lots 9 and 10, Block 31, Greenwood, Addition, Section 3,4 and 5, City and County of Midland, Texas.

Generally located on the east side of South Calhoun Street, approximately 160 feet south of East New York.
(Council District 24.10)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR A ZONING MAP. IT IS DESIGNED TO PROVIDE A GENERAL OVERVIEW OF THE CITY OF MIDLAND, TEXAS. FOR MORE INFORMATION, PLEASE CONTACT THE CITY OF MIDLAND PLANNING DIVISION.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

July 23, 2024

E. NEW YORK

S. CALHOUN

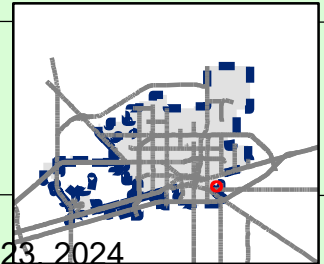
MF22

SF3

PACKET

24.11

July 23, 2024





32

31

30

PACKET

24.12

July 23, 2024





Terrill Q. Little John

Zone Change

July 1, 2024



Visit Our Website:
MIDLANDTEXAS.GOV

1

PACKET

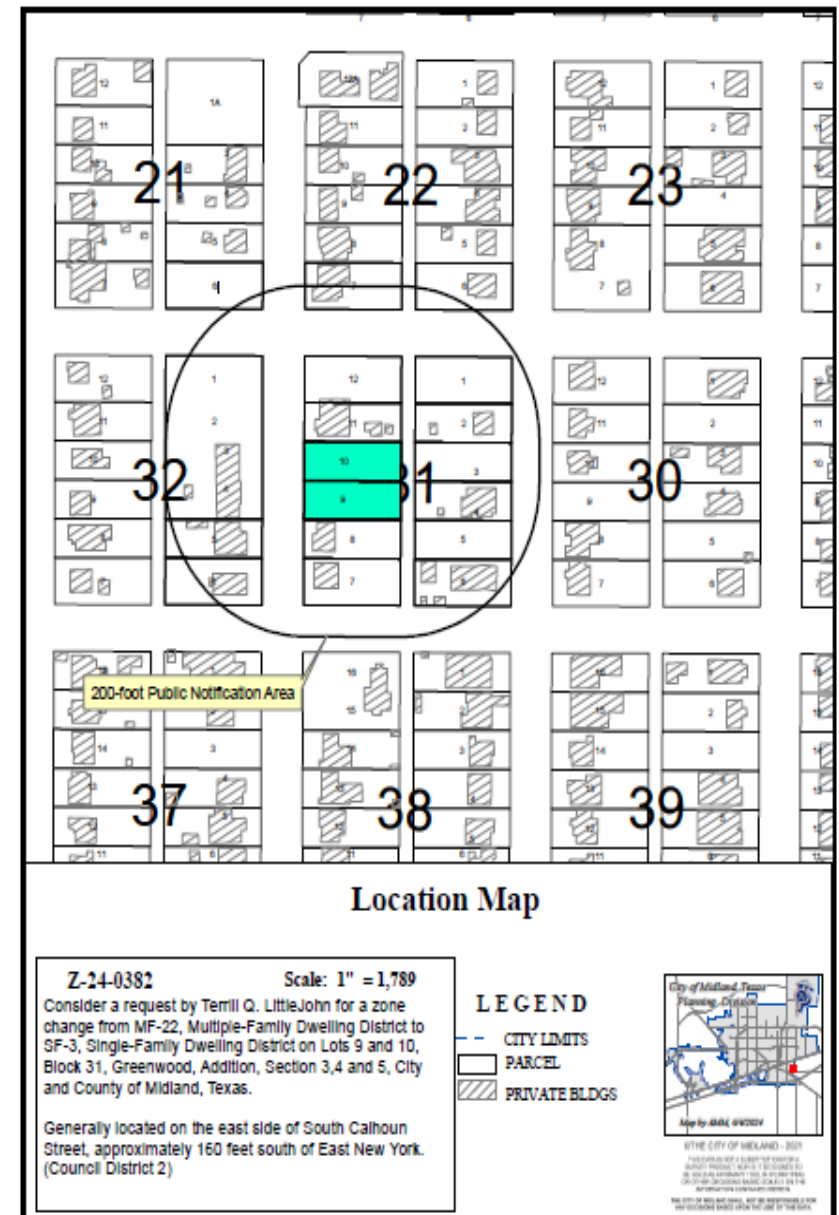
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July 23, 2024

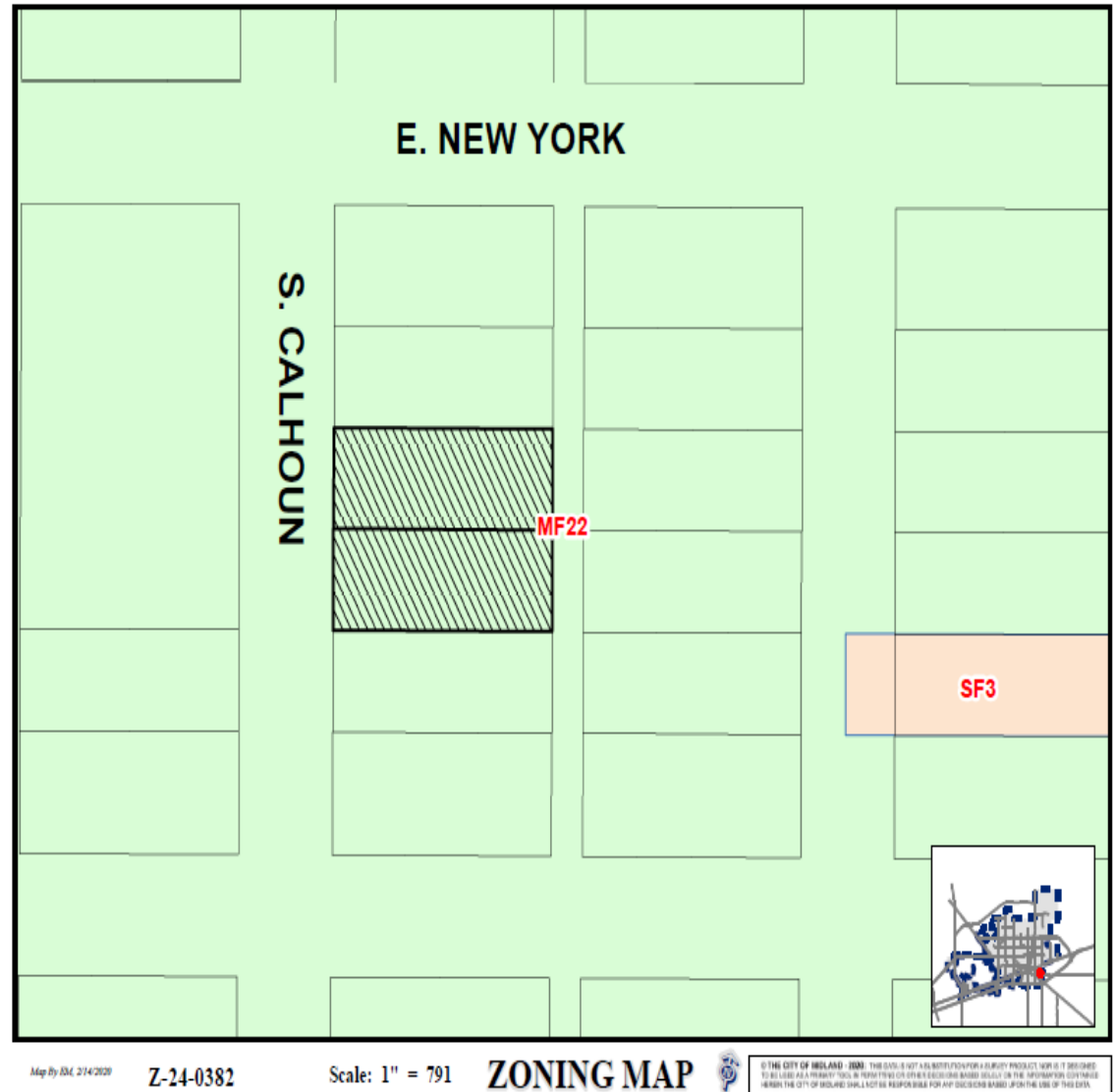


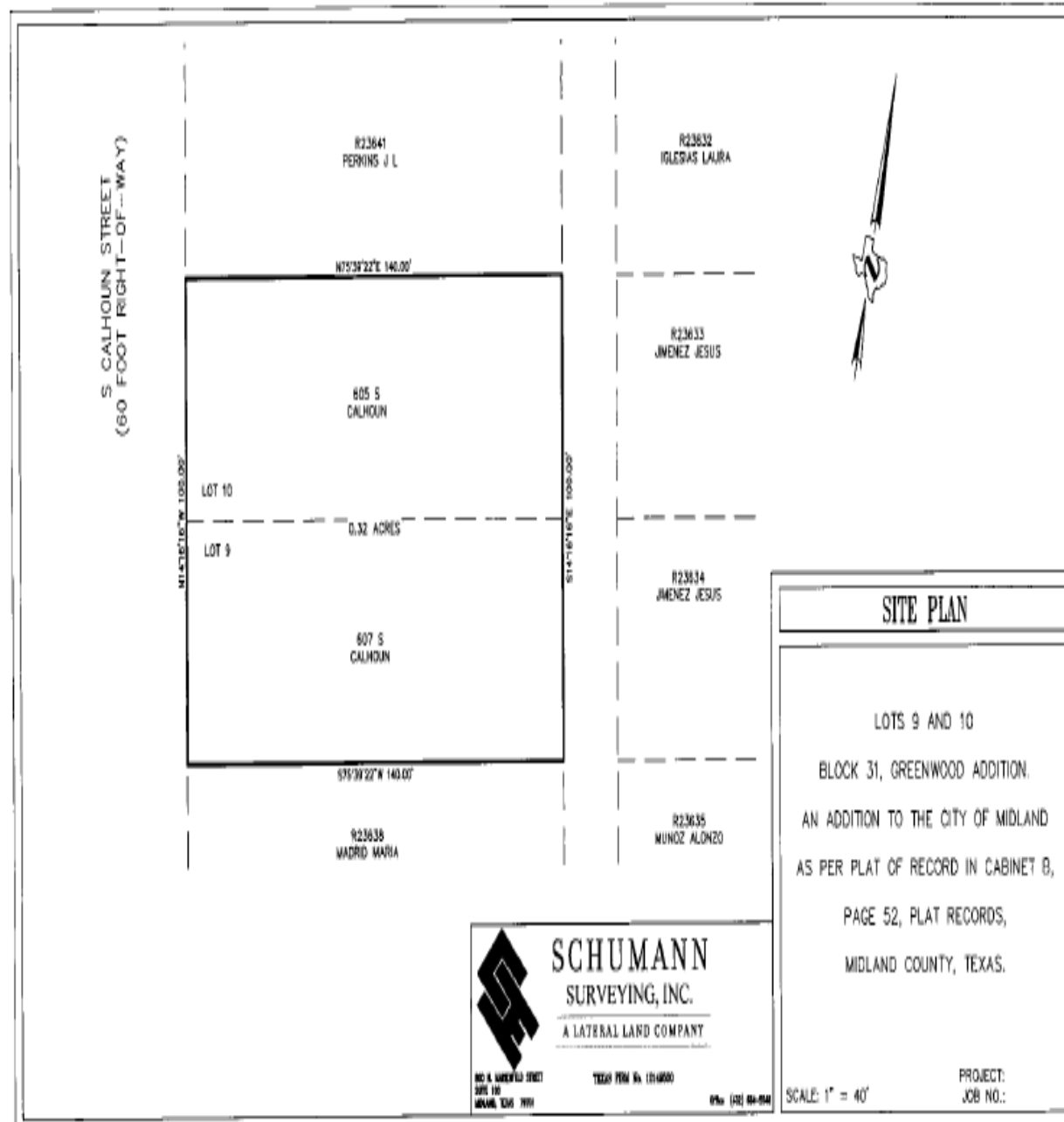
Public Hearing

- Terrill Q. Little John
- Zone Change
- 605 & 607 S. Calhoun
- Both are .13 acres

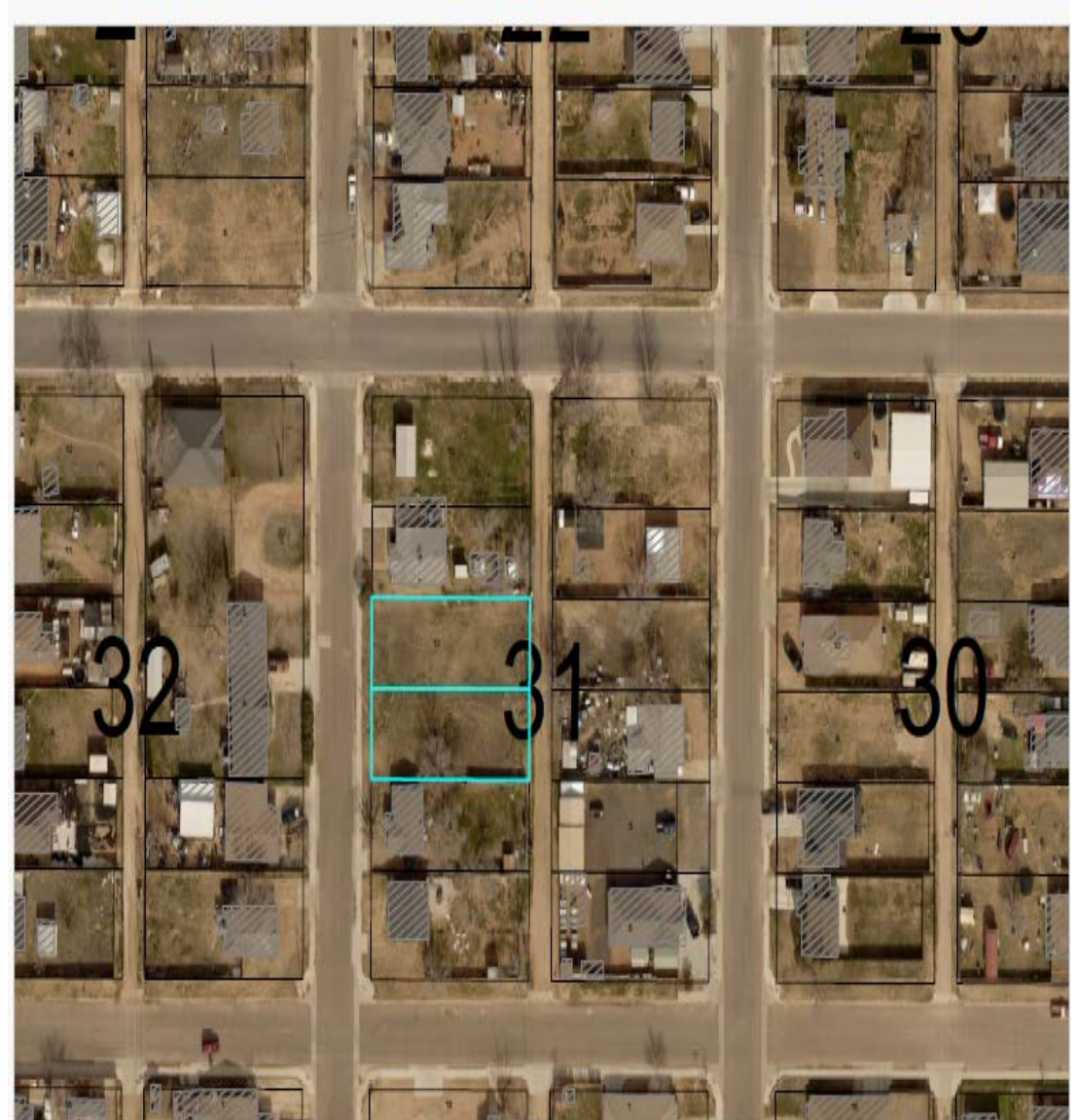


- Current Zoning: MF-22, Multiple-Family Dwelling District
- Surrounding Zoning:
- North, South, East, and West is MF-22, Multiple-Family Dwelling District
- Proposed Zoning: SF-3, Single-Family Dwelling District





- Current use of the property: Vacant
- Proposed use of the Property: Single-Family dwelling



- 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.

Future Land Use Plan*



- Therefore, staff recommends APPROVAL of the Zone Change from MF-22, Multiple-Family to SF-3, Single-Family District.
 - No objection letters received



City Council Meeting

Item Number: 25
Meeting Date: July 23, 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 GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 2,400-SQUARE FOOT PORTION OF LOT 2B, BLOCK 52, BELMONT ADDITION, SECTION 21, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST LONGVIEW AVENUE, APPROXIMATELY 290 FEET EAST OF BELMONT STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, Leticia Juarez Gonzalez, is requesting a Specific Use Designation (SUD) with Term for the sale of all alcoholic beverages sales for on-premises consumption in a restaurant. The restaurant, La Florida, is located at 210 West Longview Ave.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Strategic Priority:

(Strong Economy with More Quality Jobs)

Discussion:**Current Zoning:**

RR, Retail Regional

Surrounding Zoning and Land Use:

The properties to the north are zoned O1, Office District, SF-1, Single Family Dwelling District and SF-3, Single-Family Dwelling District. The property to the south is RR, Regional Retail District, and the location of Walmart. The property to the east is zoned PD and is the location of a hotel. The property to the west is zoned PD, Planned District and is the location of a bank and retail stores.

Analysis:

The property is zoned RR, Regional Retail. The RR zoning allows for Alcoholic Beverages Sales for On-Premises Consumption in a Restaurant with the approval of an SUD. The total area of the restaurant, La Florida, is 2,400-square feet and the proposed alcohol serviceable area is 1,200-square feet.

The proposed hours of operation:

Monday through Sunday from 5 a.m. to 2 a.m.

The proposed hours of alcohol service:

Monday through Sunday from 11 a.m. to 2 a.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no churches, private schools, public schools, public school grounds, athletic stadium, public hospital within 300 feet measurement along the property lines of the street fronts, and from the front door in a direct line across intersection where they occur within this site.

The request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 6-

Character Plan Goal 4, which is to “Encourage the development of places where Midland residents can gather and socialize to build connections.” La Florida is a destination where Midland residents will gather and socialize.

This project has been circulated to all City departments for review. Below are the department comments.

Engineering: (Approved)

No objection. [For Applicant’s Information Only.]

Transportation: (Approved)

No objections. [For the Applicant’s information only.]

Building Code: (Approved)

The SUD is approved based on the current occupant load pending that no changes to the occupancy, seating count, physical structure, and/or the floor layout has taken place when compared to previously approved SUDs. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Fire: (Approved)

No objections

Planning: (Approved)

No objections.

This request meets all requirements; therefore, staff recommends approval of the request of the Specific Use Designation with Term for Sales of all Alcoholic Beverages for On-Premises Use.

Conditions:

- A. That the serviceable area of the establishment shall be limited to approximately 1,200 square feet as shown in Exhibit “A”.**
- B. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.**
- C. That the permitted hours of the sale of alcoholic beverages sales and consumption shall be limited to:**

Monday through Sunday from 11 a.m. to 2 a.m.

- D. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.
- E. That the establishment shall meet all requirements of the Fire Department and Code Administration.
- F. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on premises consumption to ensure that the conditions of this permit are satisfied.
- G. That in accordance with Section 9.07.E.3 of the zoning ordinance, the restaurant shall be in operation within 120 days from the final adoption date of this ordinance.

Letters of Objection:

As of July 12, 2024, staff has not received any letters of objection.

Attachments:

Floor Plan
Site Plan
Application
Maps
Aerial Photo
Site Photo

Fre E. Out

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 2,400-SQUARE FOOT PORTION OF LOT 2B, BLOCK 52, BELMONT ADDITION, SECTION 21, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST LONGVIEW AVENUE, APPROXIMATELY 290 FEET EAST OF BELMONT STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for a 2,400-square foot portion of Lot 2B, Block 52, Belmont Addition, Section 21, City and County of Midland, Texas (the “Property”), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a restaurant (the “Establishment”) for on-premises consumption, together with the uses permitted in the present RR, Regional Retail District.

SECTION TWO. That the Property shall be subject to the following conditions and

restrictions:

- A. That the serviceable area of the Establishment shall be limited to approximately 1,200 square feet as shown in Exhibit “A”, which is attached hereto and incorporated herein for all purposes.
- B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.
- C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Sunday from 11:00 a.m. to 2:00 a.m. of the following day.
- D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.
- E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.
- F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.
- G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance

with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2024; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2024, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

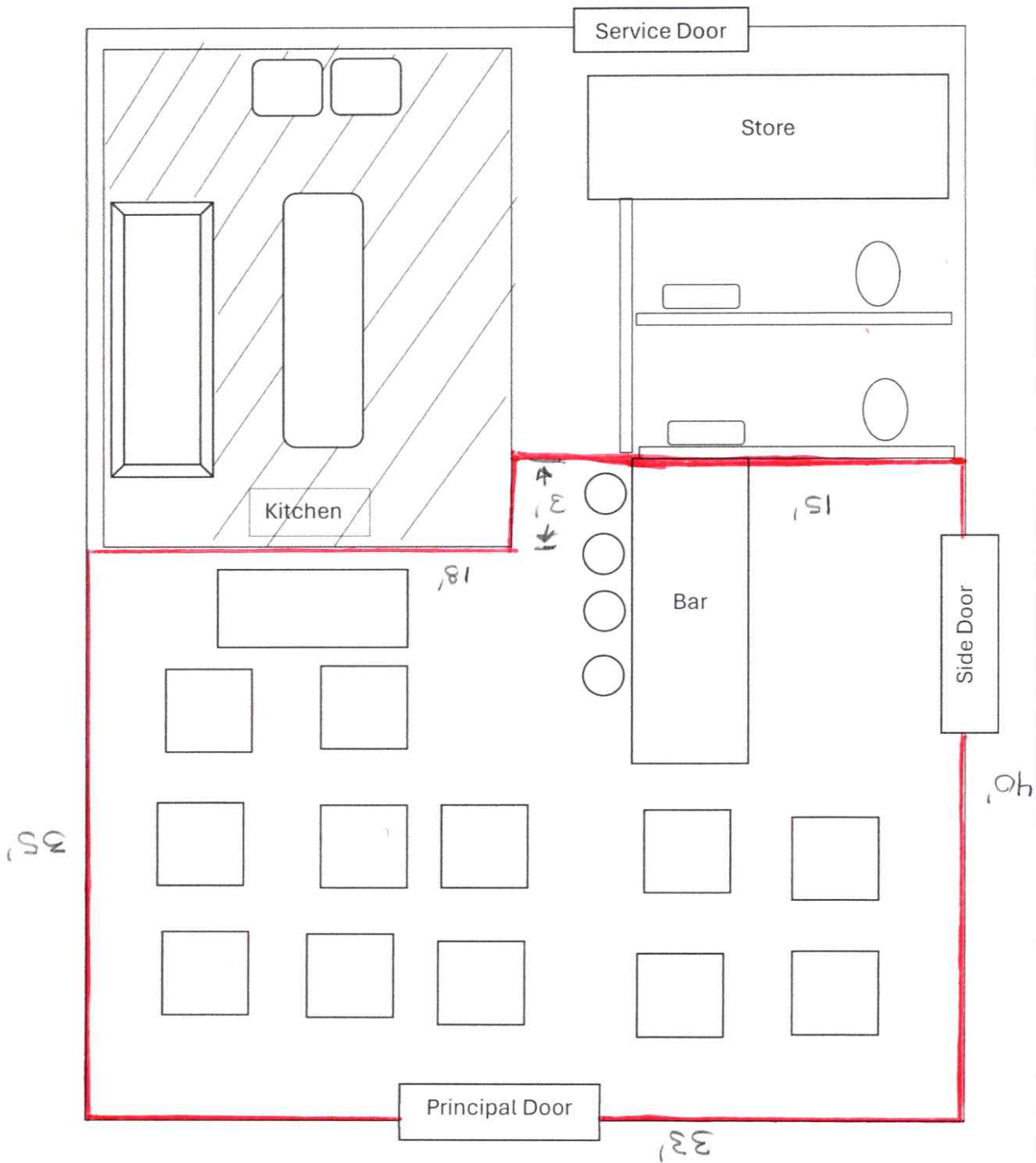
APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT "A"



Local J2-Mexican Restaurant La Florida #2

Total square Footage of Business 2,400

Square Footage of Alcohol serviceable Area 1,200-



Specific Use Designation with
Term for the Sale of Alcoholic
Beverages for On-Premises
Consumption

Project Number:

Case Number:

SUD-24-0182

Applicant (if acting as Agent, see affidavit on page 2) Printed Name: Leticia Juarez Gonzalez		Phone (432) 553-1265 Email leticia.juarez.657@gmail.com	
Address 2105 Fort worth st #	City Midland	State Texas	Zip 79701
Property Owner Printed Name: Kiran Ponnamm		Phone (918) 978-3366 Email kponnam@yahoo.com	
Address 440 Louisiana Ave S 952	City Houston	State Texas	Zip 77002

Representative (if different from Applicant or Property Owner) Firm: _____ Printed Name: _____		Phone () _____ Email _____	
Address _____	City _____	State _____	Zip _____

Street Address: 210 Longview Ave	
Business Name: Mexican Restaurant La Florida #2 JZ	
Legal Description Lot: 2A Block: 52 Subdivision: BELMONT SECTION 12	
Current Zoning: Comercial	
Reason for Request: permit for Alcohol	

Type of Business (restaurant, bar, lounge, nightclub, etc.): restaurant bar		
Proposed/Current Days and Hours of Operation: Lunes a Domingo 5:AM a 2:00 AM		
Proposed Days and Hours of Alcohol Service: Lunes a Domingo 11:00AM a 2:00 AM		
Total Square Footage of Business: 2400		
Square Footage of Alcohol Serviceable Area: 1200		
Restroom Fixtures: 1 Men	Toilets/Urinals: 1 1	Bathroom Sinks: 1
1 Women	Toilets: 1	Bathroom Sinks: 1

Submittal and Fees Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
 - Seating
 - Exits
 - Restrooms
- Dimensioned Site Plan showing:
 - Kitchen (if applicable)
 - Total Square Footage
 - Serviceable Square Footage
 - Business Footprint

PACKET

25.10

July 23, 2024

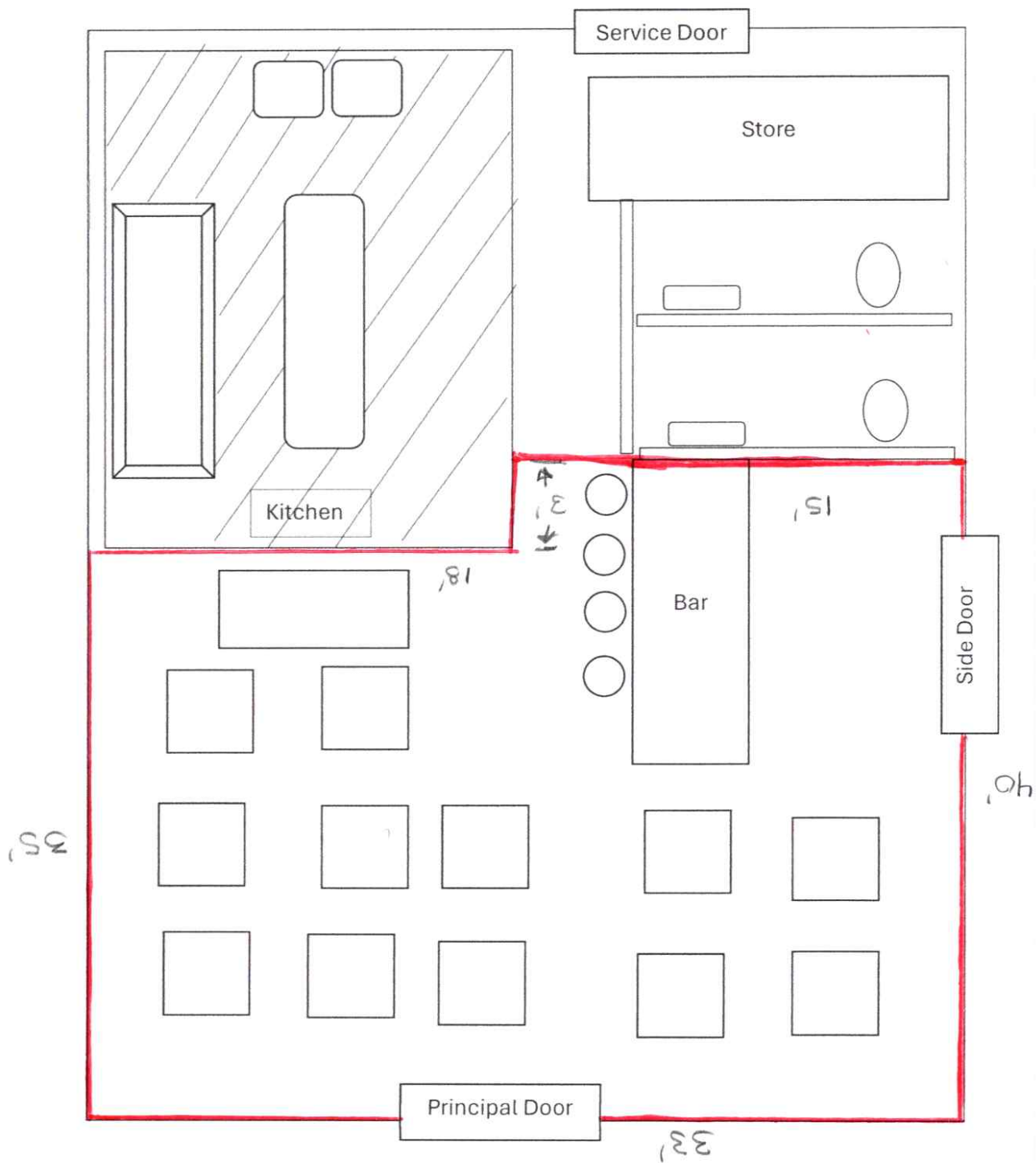
Signatures	
Applicant (signature): <u>Leticia B. Alvarez Gonzalez</u>	Date: <u>05-08-2024</u>
Applicant (printed): <u>Leticia B. Alvarez Gonzalez</u>	
Property Owner (signature):	Date:
Property Owner (printed): _____	
<i>The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office <u>only</u> when it has been submitted in <u>full compliance</u> with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.</i> <i>All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.</i>	

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, TEXA

FOR OFFICE USE ONLY	
☐ Property Owner Authorization ☐ Application Fee Check # _____	☐ Dimensioned Floor Plan ☐ Site Plan ☐ Plans in Digital Format (PDF/JPEG)
Received By: _____	Date: _____

PACKET 2511 Application will not be considered for scheduling until reviewed by a planner. 24 July 23, 2024

July 23, 2024



Local J2-Mexican Restaurant La Florida #2

Total square Footage of Business 2,400

Square Footage of Alcohol serviceable Area 1,200-

LONGVIEW AVE

MIDLAND, TEXAS

LONGVIEW AVE NEAR BELMONT STREET

TO WALMART



CONTACT:

JEFF FARMER

WWW.WHITEOAKDEVELOPMENT.NET

901-763-2858

LOT 2A, BLOCK 52
BELMONT SECTION 12 ADDITION
CITY OF MIDLAND

NEW
20,500 SF
SHOPPING
CENTER

PARKING RATIO (AVG) 1:200
PARKING REQUIRED: 103 SPACES
PARKING PROVIDED: 134 SPACES

1" = 50'

0' 25' 100'

10' 50'

SIGN

10

LOT 34

BELMONT STREET

OUTDOOR
PLAZA

Sign

100

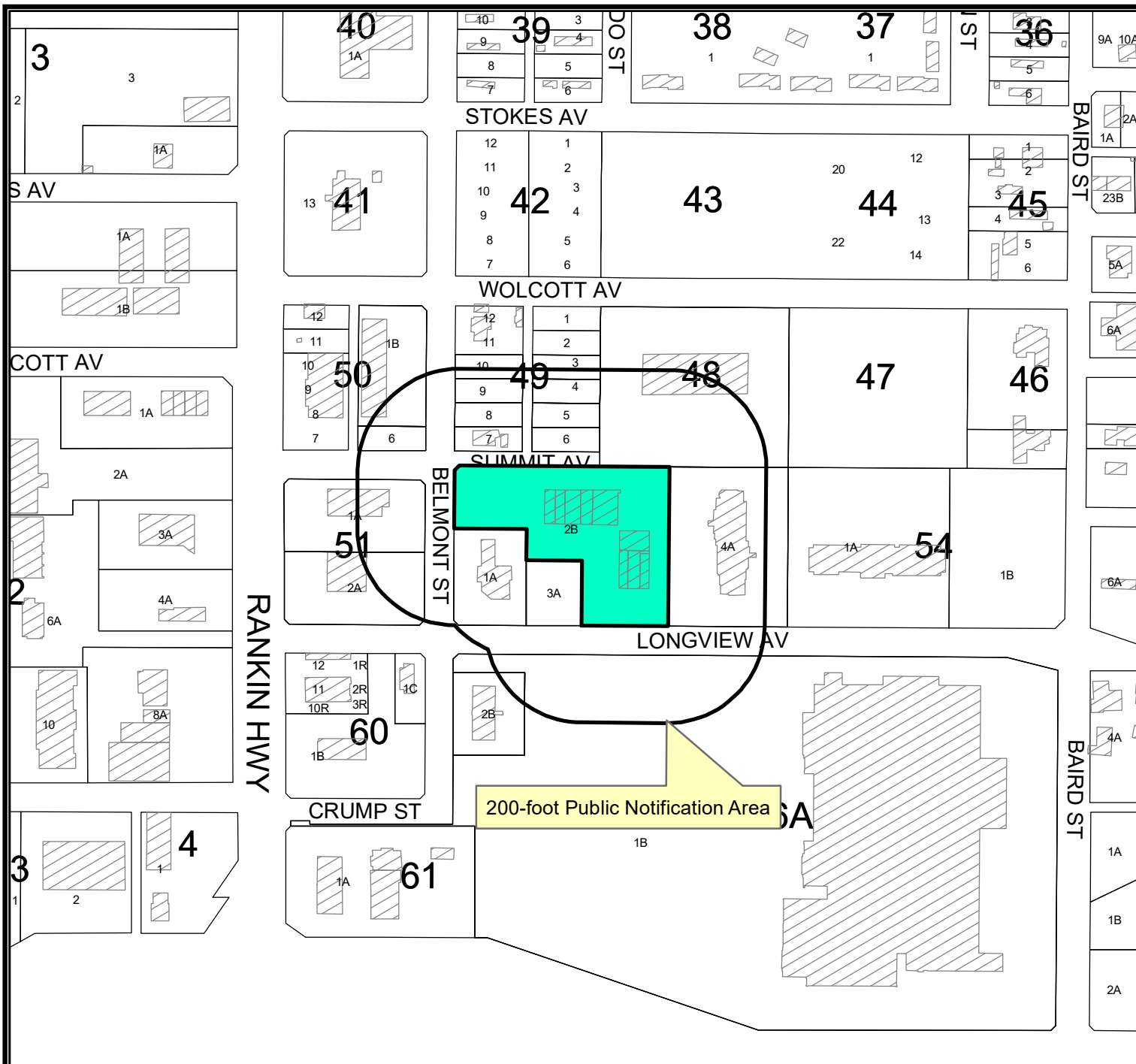
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			04	1
				2

A small schematic diagram of a two-stage amplifier circuit. It shows two common-emitter BJT stages. The first stage has a base resistor connected to a positive supply, an emitter resistor connected to ground, and a collector resistor connected to a positive supply. The output of the first stage is connected to the base of the second stage. The second stage has a base resistor connected to the first stage's output, an emitter resistor connected to ground, and a collector resistor connected to a positive supply. The output of the second stage is taken from its collector.

[illegible]

10



Location Map

SUD-24-0182

Scale: 1" = 3,578'

Consider a request by Leticia Juarez Gonzalez for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on premises consumption in a Restaurant on a 2,400 square foot portion of Lot 2B, Block 52, Belmont, Section 21, City and County of Midland, Texas.

Generally located on the North side of West Longview Avenue, approximately 290 feet east of Belmont Street (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

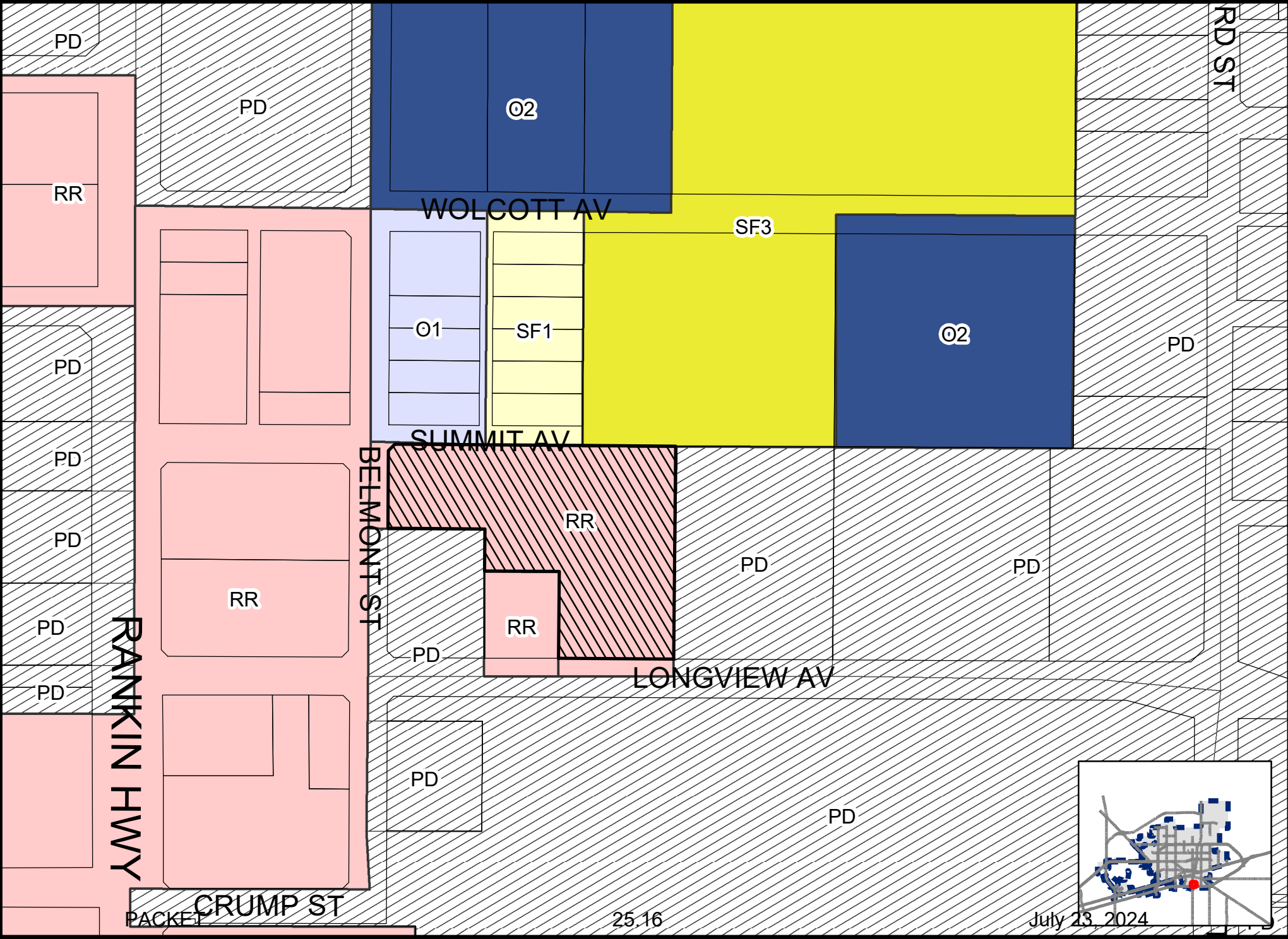


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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY. THE CITY OF MIDLAND IS NOT RESPONSIBLE FOR ANY DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

July 23, 2024





50

49

48

47

SUMMIT AV

BELMONT ST

51

52

53

RANKIN HWY

LONGVIEW AV

60

PACKET

25.17

July 23, 2024





La Florida

Specific Use Designation

July 23, 2024



Visit Our Website:
MIDLANDTEXAS.GOV

1

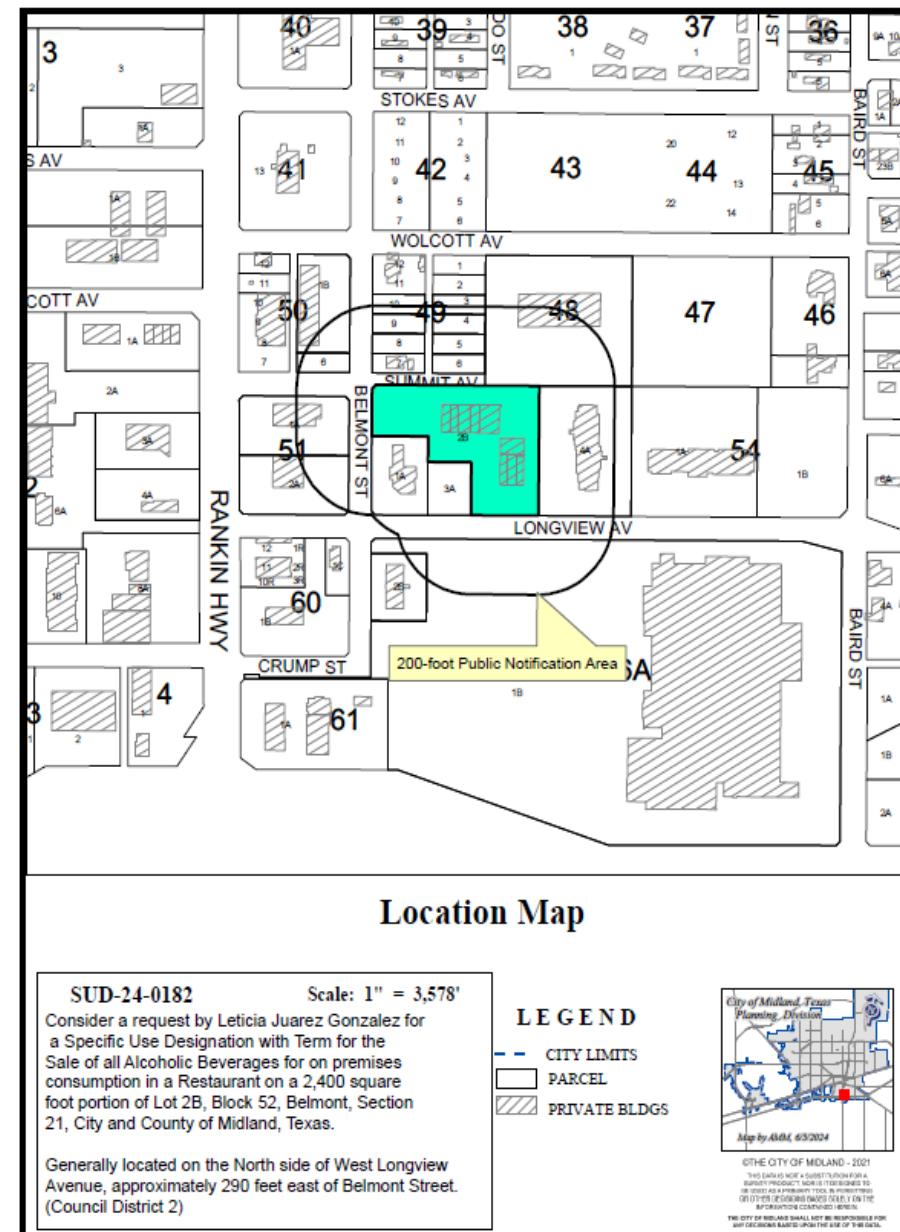
PACKET

25.19

July 23, 2024

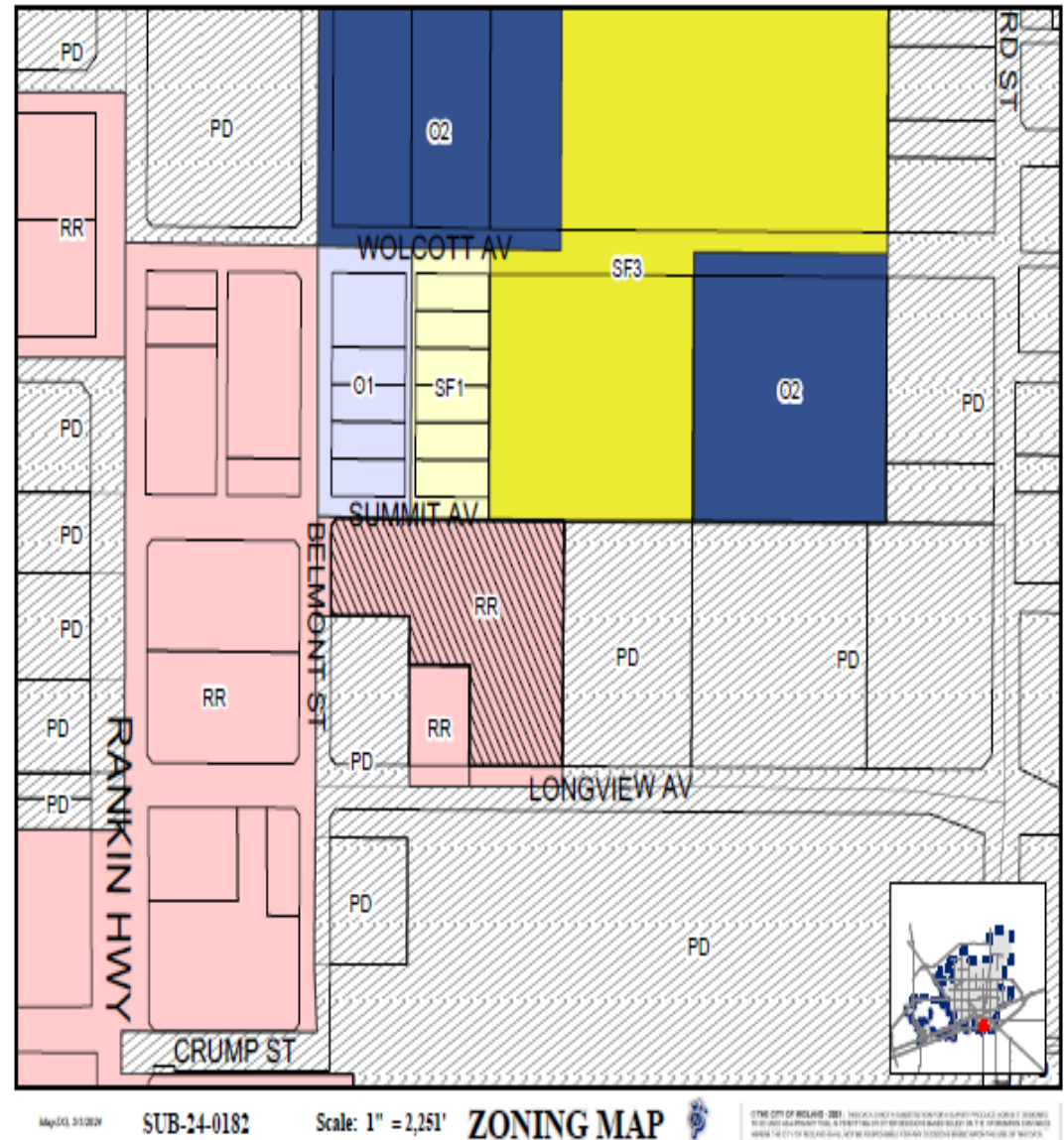


- Leticia Juarez Gonzalez
- Specific Use Designation (SUD) with Term for the sale of alcoholic beverages for on-premises consumption
- 210 Longview Ave.
- Suite J2





- Current Zoning: RR, Regional Retail District
- Surrounding Zoning:
- North: O1- Office District SF-1, Single Family Dwelling, and SF-3, Single-Family Dwelling District
- South: RR, Regional Retail and PD, Planned District for Shopping Center
- East: PD, Planned District for Shopping Center
- West: RR, Regional Retail



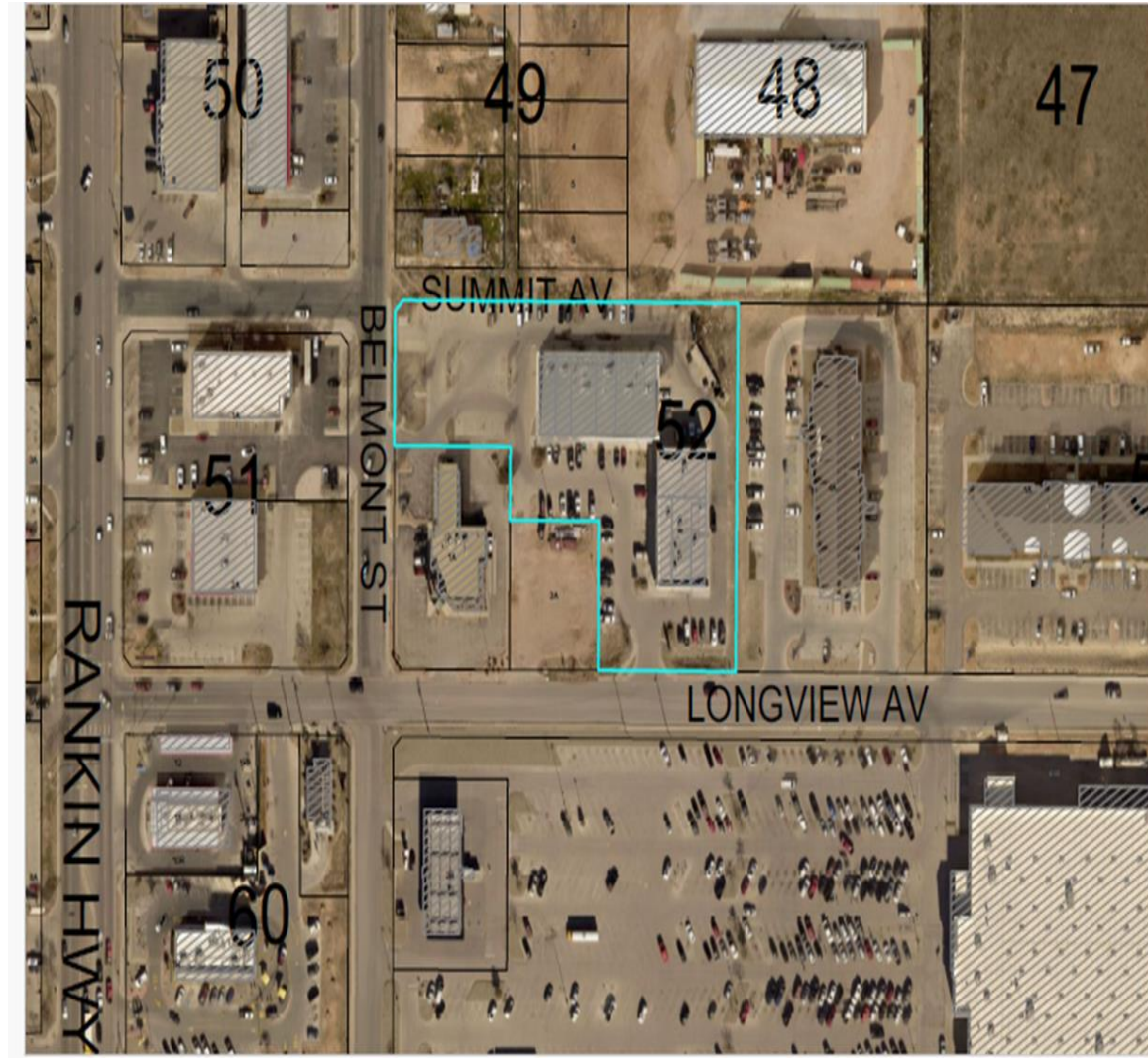
- Hours of operation: 5 a.m. to 2 a.m.

La Florida

- Hours of alcohol services: 11 a.m. to 2 a.m.

- Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

- The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.



- No objection letters received.
- Therefore, staff recommends APPROVAL of this request for a Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant subject to conditions A through G.
- Conditions:
 - A. That the serviceable area of the establishment shall be limited to approximately 1,200 square feet as shown in Exhibit "A".
 - B. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.
 - C. That the permitted hours of the sale of alcoholic beverages sales and consumption shall be limited to:
Monday through Sunday from 11 a.m. to 2 a.m.

- D. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.
- E. That the establishment shall meet all requirements of the Fire Department and Code Administration.
- F. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on premises consumption to ensure that the conditions of this permit are satisfied.
- G. That in accordance with Section 9.07.E.3 of the zoning ordinance, the restaurant shall be in operation within 120 days from the final adoption date of this ordinance.



City Council Meeting

Item Number: 26
Meeting Date: July 23, 2024
To: City Council / City Manager
From: Jeff Pinkstaff, Building Official
Subject: RESOLUTION APPROVING THE ISSUANCE OF AN ORDER FINDING THE SINGLE-FAMILY RESIDENCE ON THE SOUTHERN 80 FEET OF LOTS 7 THROUGH 11, AND, AND THE WESTERN 10 FEET OF THE NORTHERN 50 FEET OF LOT 12, BLOCK 115, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT 510 SOUTH LORAIN STREET, MIDLAND, TEXAS 79701) TO BE A SUBSTANDARD BUILDING AND ORDERING THE OWNER(S) OF SAID BUILDING AND LIENHOLDER(S) AND MORTGAGEE(S) HAVING AN INTEREST IN SAID BUILDING, IF ANY, TO TAKE ABATEMENT ACTION AS SPECIFIED IN THE ORDER, AND, IF SAID ABATEMENT ACTION IS NOT TAKEN, AUTHORIZING THE CITY OF MIDLAND TO TAKE ABATEMENT ACTION (DISTRICT 4) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)

Purpose:

A resolution is necessary regarding the abatement or demolition of the structure(s) situated at 510 S. Loraine, which suffered extensive damage due to a fire in April 2023. Both the residence and accompanying outbuildings are currently in a state of significant disrepair, presenting a substantial public safety hazard. Despite the occurrence of the fire, no measures have been undertaken by the property owner to address or secure the premises. The owner has previously requested our assistance in demolishing and clearing the fire-damaged buildings. This is one of the first on a list of more than 80 substandard buildings identified by staff as properties that pose a life and safety threat to the public, and more immediately, to the surrounding neighborhood.

Recommended City Council Action:

Approve

Fiscal Impact:

Meeting Date Display Estimated cost of demolition is approximately \$10,000. The funds for this project will be provided by CDBG Block Grant 700348-060.

Strategic Priority:

(Set the Standard for a Safe and Secure City)

Discussion:

The City of Midland's Building Official has identified the described Building as a Substandard Building because it is in violation of the Minimum Standards according to Section 4-8-1 of the Midland Municipal Code. The following conditions of the Building were identified as violations of the Minimum Standards:

1. Exterior walls do not provide weather-resistance and have holes that open to the outside, violating Sections R317 and R703.1 of the 2018 International Residential Code (the "IRC");
2. Wooden building materials are improperly protected from the elements, violating Sections R317.1 and R703.1 of the IRC;
3. Roof coverings are not installed on the roof assembly, damaged, or not complete, thereby compromising the protective function of the roof system, violating Sections R903, R904, and R905 of the IRC;
4. Much of the roof and roof framing is absent or otherwise cannot accommodate all the loads imposed and transmit the resulting loads to the structural elements, violating Section R801.2 of the IRC;
5. Exterior finish work is damaged or incomplete, leaving exterior sheathing exposed to the elements, violating Section R703.9 of the IRC;
6. Due to fire damage, the interior and exterior walls are unable to support imposed and transmit the resulting loads to the supporting structural elements, violating Section R601.2 of the IRC;
7. A legible address number is not visible from the street, violating Section R319.1 of the IRC; and
8. The Building is unfit for human habitation and is a hazard to the public health, safety, and welfare because it is structurally deficient due to decayed materials and loss of load-bearing components.

The Building Official has determined that the Building is a hazard to the health, safety,

or general welfare of its occupants (if any), the citizens of the City of Midland, Texas, and the public and is a public nuisance. The Building Official has determined that the Building should be vacated and repaired as follows or demolished:

1. Repair or replace exterior walls and finish the weatherproofing system to prevent exposure to the elements in accordance with Sections R317 and R703 of the IRC;
2. Weatherproof all wood materials to prevent decay and rot in accordance with Section R317 of the IRC;
3. Install roof coverings on the roof assembly in accordance with Sections R903, R904, and R905 of the IRC;
4. Replace the wood roof framing in accordance with Section R801.2 of the IRC so that it is capable of accommodating all loads imposed in accordance with Section R301 of the IRC;
5. Repair or complete the damaged or incomplete exterior finish work to shield the exterior sheathing from the elements in accordance with Section 703.9 of the IRC;
6. Remove fire-damaged materials, replace the compromised wall framing and structural elements, and reinstall insulation and drywall in accordance with Section R601 of the IRC;
7. Cause a legible address identification to be visible from the street at all times by permanent or temporary means, including during construction in accordance with Section R319.1 of the IRC;
8. Make all necessary repairs to remedy all structural deficiencies;
9. Make all other repairs and take all other actions necessary for the Building to satisfy the Minimum Standards;
10. Vacate all occupants from the Building before any work described herein is performed;
11. Obtain all applicable permits before performing work on the Building in accordance with Section R105 of the IRC;
12. Perform all work described herein in accordance with the IRC; and
13. Complete all required inspections under applicable valid and active permits as required by Section R109 of the IRC.

The Building Official has determined that the Building should be demolished if the above-described abatement actions are not taken. The owner(s) has 30 days to take actions necessary to make the building safe after the order is approved.

This is one of the first on a list of more than 80 substandard buildings identified by staff as properties that pose a life and safety threat to the public, and more immediately, to the

surrounding neighborhood.

Frederick D. Out

City Manager's Office

RESOLUTION NO. _____

RESOLUTION APPROVING THE ISSUANCE OF AN ORDER FINDING THE SINGLE-FAMILY RESIDENCE ON THE SOUTHERN 80 FEET OF LOTS 7 THROUGH 11, AND, AND THE WESTERN 10 FEET OF THE NORTHERN 50 FEET OF LOT 12, BLOCK 115, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT 510 SOUTH LORAIN STREET, MIDLAND, TEXAS 79701) TO BE A SUBSTANDARD BUILDING AND ORDERING THE OWNER(S) OF SAID BUILDING AND LIENHOLDER(S) AND MORTGAGEE(S) HAVING AN INTEREST IN SAID BUILDING, IF ANY, TO TAKE ABATEMENT ACTION AS SPECIFIED IN THE ORDER, AND, IF SAID ABATEMENT ACTION IS NOT TAKEN, AUTHORIZING THE CITY OF MIDLAND TO TAKE ABATEMENT ACTION

WHEREAS, the City Council finds it to be in the public interest to approve the issuance of an order finding the Building described in the caption hereof to be a Substandard Building and ordering the owner(s) of said building and lienholder(s) and mortgagee(s) having an interest in said building, if any, to take certain abatement action and, if said action is not taken, authorizing the City of Midland to take abatement action;

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

SECTION ONE. That all recitals in the order, which is attached hereto as Exhibit “A” and incorporated herein for all purposes, are hereby adopted and approved for all purposes.

SECTION TWO. That the order is hereby approved, and the Mayor is hereby authorized and directed to sign and issue the order on behalf of the City Council.

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

Council members voting “AYE”:

Council members voting “NAY”:

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT "A"

AN ORDER OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, REGARDING THE ABATEMENT OF A SUBSTANDARD BUILDING LOCATED AT 510 S. LORAIN ST., MIDLAND, TEXAS 79701, ON THE SOUTHERN 80 FEET OF LOTS 7 THROUGH 11, AND THE WESTERN 10 FEET OF THE NORTHERN 50 FEET OF LOT 12, BLOCK 115, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS

WHEREAS, the City Council of the City of Midland, Texas, at a meeting at 10:00 a.m. on July 23, 2024, in the Council Chamber at City Hall located at 300 North Loraine, Midland, Texas 79701, conducted a public hearing concerning the single-family residence located at 510 S. Loraine St., Midland, Texas 79701, on the southern 80 feet of Lots 7 through 11, and the western 10 feet of the northern 50 feet of Lot 12, Block 115, Southern Addition, City and County of Midland, Texas (the “Building”); and

WHEREAS, the City Council finds that all notices of said public hearing were provided in accordance with Section 4-8-1 of the City Code and applicable state law; and

WHEREAS, the City Council takes notice of and incorporates all evidence presented to the City Council, including the issuance of notices, for its consideration of this matter and incorporates the same into the body of this Order for all purposes; and

WHEREAS, based upon the evidence presented, the City Council finds that the Building is in violation of the Minimum Standards as set out in Section 4-8-1 of the City Code, contains nuisance conditions that render it a hazard to the public health, safety, and welfare and that endanger or are likely to endanger persons or property, and is a Substandard Building as defined as defined in Section 4-8-1 of the City Code;

NOW, THEREFORE, IT IS HEREBY ORDERED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

1. That the owner(s), lienholder(s) (if any), or mortgagee(s) (if any) of the Building shall within 30 days complete the following action(s):

A. Repair the Building as follows:

- (1) Repair or replace exterior walls and finish the weatherproofing system to prevent exposure to the elements in accordance with Sections R317 and R703 of the 2018 International Residential Code (the “IRC”);

- (2) Weatherproof all wood materials to prevent decay and rot in accordance with Section R317 of the IRC;
- (3) Install roof coverings on the roof assembly in accordance with Sections R903, R904, and R905 of the IRC;
- (4) Replace the wood roof framing in accordance with Section R801.2 of the IRC so that it is capable of accommodating all loads imposed in accordance with Section R301 of the IRC;
- (5) Repair or complete the damaged or incomplete exterior finish work to shield the exterior sheathing from the elements in accordance with Section 703.9 of the IRC;
- (6) Remove fire-damaged materials, replace the compromised wall framing and structural elements, and reinstall insulation and drywall in accordance with Section R601 of the IRC;
- (7) Cause a legible address identification to be visible from the street at all times by permanent or temporary means, including during construction in accordance with Section R319.1 of the IRC;
- (8) Make all necessary repairs to remedy all structural deficiencies; and
- (9) Make all other repairs and take all other actions necessary for the Building to satisfy the Minimum Standards; or

B. Demolish the Building.

2. That, in taking the action(s) described in 1 above, the owner(s), lienholder(s) (if any), or mortgagee(s) (if any) shall:
 - A. Vacate all occupants from the Building before any work described herein is performed;
 - B. Obtain all applicable permits before performing work on the Building in accordance with Section R105 of the IRC;
 - C. Perform all work described herein in accordance with the IRC; and
 - D. Complete all required inspections under applicable valid and active permits as required by Section R109 of the IRC.
3. That if the owner(s), lienholder(s) (if any), or mortgagee(s) (if any) fail to complete the required action(s) described above within the allotted time, the Building Official is authorized, on behalf of the City, to take the following action(s): demolish the Building. If the City incurs expenses in taking said action(s), the City may assess the expenses on, and the City may have a lien against, unless it is a homestead as protected by the Texas Constitution, the property on which the Building was located in accordance with applicable law.
4. That the City shall promptly mail by certified mail with return receipt requested, deliver by the United States Postal Service using signature confirmation service, or personally deliver a copy of this Order to the owner(s) of the Building and to any lienholder(s) or mortgagee(s) of the Building, as determined through the use of the City's best efforts.
5. That within 10 days after the date of this Order, the City shall:

- A. file a copy of the Order in the City Secretary's Office; and
- B. publish in a newspaper of general circulation in the City a notice containing:
 - (1) the street address or legal description of the property;
 - (2) the date of the hearing;
 - (3) a brief statement indicating the results of the Order; and
 - (4) instructions stating where a complete copy of the Order may be obtained.

6. That this Order is the final decision of the City of Midland, Texas.

ORDERED THIS 23rd DAY OF JULY, 2024.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

RESOLUTION NO. _____

RESOLUTION APPROVING THE ISSUANCE OF AN ORDER FINDING THE SINGLE-FAMILY RESIDENCE ON THE SOUTHERN 80 FEET OF LOTS 7 THROUGH 11, AND, AND THE WESTERN 10 FEET OF THE NORTHERN 50 FEET OF LOT 12, BLOCK 115, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT 510 SOUTH LORAIN STREET, MIDLAND, TEXAS 79701) TO BE A SUBSTANDARD BUILDING AND ORDERING THE OWNER(S) OF SAID BUILDING AND LIENHOLDER(S) AND MORTGAGEE(S) HAVING AN INTEREST IN SAID BUILDING, IF ANY, TO TAKE ABATEMENT ACTION AS SPECIFIED IN THE ORDER, AND, IF SAID ABATEMENT ACTION IS NOT TAKEN, AUTHORIZING THE CITY OF MIDLAND TO TAKE ABATEMENT ACTION

WHEREAS, the City Council finds it to be in the public interest to approve the issuance of an order finding the Building described in the caption hereof to be a Substandard Building and ordering the owner(s) of said building and lienholder(s) and mortgagee(s) having an interest in said building, if any, to take certain abatement action and, if said action is not taken, authorizing the City of Midland to take abatement action;

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

SECTION ONE. That all recitals in the order, which is attached hereto as Exhibit “A” and incorporated herein for all purposes, are hereby adopted and approved for all purposes.

SECTION TWO. That the order is hereby approved, and the Mayor is hereby authorized and directed to sign and issue the order on behalf of the City Council.

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

Council members voting “AYE”:

Council members voting “NAY”:

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT "A"

AN ORDER OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, REGARDING THE ABATEMENT OF A SUBSTANDARD BUILDING LOCATED AT 510 S. LORAIN ST., MIDLAND, TEXAS 79701, ON THE SOUTHERN 80 FEET OF LOTS 7 THROUGH 11, AND THE WESTERN 10 FEET OF THE NORTHERN 50 FEET OF LOT 12, BLOCK 115, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS

WHEREAS, the City Council of the City of Midland, Texas, at a meeting at 10:00 a.m. on July 16, 2024, in the Council Chamber at City Hall located at 300 North Loraine, Midland, Texas 79701, conducted a public hearing concerning the single-family residence located at 510 S. Loraine St., Midland, Texas 79701, on the southern 80 feet of Lots 7 through 11, and the western 10 feet of the northern 50 feet of Lot 12, Block 115, Southern Addition, City and County of Midland, Texas (the “Building”); and

WHEREAS, the City Council finds that all notices of said public hearing were provided in accordance with Section 4-8-1 of the City Code and applicable state law; and

WHEREAS, the City Council takes notice of and incorporates all evidence presented to the City Council, including the issuance of notices, for its consideration of this matter and incorporates the same into the body of this Order for all purposes; and

WHEREAS, based upon the evidence presented, the City Council finds that the Building is in violation of the Minimum Standards as set out in Section 4-8-1 of the City Code, contains nuisance conditions that render it a hazard to the public health, safety, and welfare and that endanger or are likely to endanger persons or property, and is a Substandard Building as defined as defined in Section 4-8-1 of the City Code;

NOW, THEREFORE, IT IS HEREBY ORDERED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

1. That the owner(s), lienholder(s) (if any), or mortgagee(s) (if any) of the Building shall within 30 days complete the following action(s):

A. Repair the Building as follows:

- (1) Repair or replace exterior walls and finish the weatherproofing system to prevent exposure to the elements in accordance with Sections R317 and R703 of the IRC;

- (2) Weatherproof all wood materials to prevent decay and rot in accordance with Section R317 of the IRC;
- (3) Install roof coverings on the roof assembly in accordance with Sections R903, R904, and R905 of the IRC;
- (4) Replace the wood roof framing in accordance with Section R801.2 of the IRC so that it is capable of accommodating all loads imposed in accordance with Section R301 of the IRC;
- (5) Repair or complete the damaged or incomplete exterior finish work to shield the exterior sheathing from the elements in accordance with Section 703.9 of the IRC;
- (6) Remove fire-damaged materials, replace the compromised wall framing and structural elements, and reinstall insulation and drywall in accordance with Section R601 of the IRC;
- (7) Cause a legible address identification to be visible from the street at all times by permanent or temporary means, including during construction in accordance with Section R319.1 of the IRC;
- (8) Make all necessary repairs to remedy all structural deficiencies; and
- (9) Make all other repairs and take all other necessary actions for the Building to satisfy the Minimum Standards as identified by City Code Chapter 4-8; or

B. Demolish the Building.

2. That, in taking the action(s) described in 1 above, the owner(s), lienholder(s) (if any), or mortgagee(s) (if any) shall:
 - A. Vacate all occupants from the Building before any work described herein is performed;
 - B. Obtain all applicable permits before performing work on the Building in accordance with Section R105 of the IRC;
 - C. Perform all work described herein in accordance with the IRC; and
 - D. Complete all required inspections under applicable valid and active permits as required by Section R109 of the IRC.
3. That if the owner(s), lienholder(s) (if any), or mortgagee(s) (if any) fail to complete the required action(s) described above within the allotted time, the Building Official is authorized, on behalf of the City, to take the following action(s): demolish the Building. If the City incurs expenses in taking said action(s), the City may assess the expenses on, and the City may have a lien against, unless it is a homestead as protected by the Texas Constitution, the property on which the Building was located in accordance with applicable law.
4. That the City shall promptly mail by certified mail with return receipt requested, deliver by the United States Postal Service using signature confirmation service, or personally deliver a copy of this Order to the owner(s) of the Building and to any lienholder(s) or mortgagee(s) of the Building, as determined through the use of the City's best efforts.

5. That within 10 days after the date of this Order, the City shall:

A. file a copy of the Order in the City Secretary's Office; and

B. publish in a newspaper of general circulation in the City a notice containing:

(1) the street address or legal description of the property;

(2) the date of the hearing;

(3) a brief statement indicating the results of the Order; and

(4) instructions stating where a complete copy of the Order may be obtained.

6. That this Order is the final decision of the City of Midland, Texas.

ORDERED THIS 16th DAY OF JULY, 2024.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

AN ORDER OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, REGARDING THE ABATEMENT OF A SUBSTANDARD BUILDING LOCATED AT 510 S. LORAIN ST., MIDLAND, TEXAS 79701, ON THE SOUTHERN 80 FEET OF LOTS 7 THROUGH 11, AND THE WESTERN 10 FEET OF THE NORTHERN 50 FEET OF LOT 12, BLOCK 115, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS

WHEREAS, the City Council of the City of Midland, Texas, at a meeting at 10:00 a.m. on July 23, 2024, in the Council Chamber at City Hall located at 300 North Loraine, Midland, Texas 79701, conducted a public hearing concerning the single-family residence located at 510 S. Loraine St., Midland, Texas 79701, on the southern 80 feet of Lots 7 through 11, and the western 10 feet of the northern 50 feet of Lot 12, Block 115, Southern Addition, City and County of Midland, Texas (the “Building”); and

WHEREAS, the City Council finds that all notices of said public hearing were provided in accordance with Section 4-8-1 of the City Code and applicable state law; and

WHEREAS, the City Council takes notice of and incorporates all evidence presented to the City Council, including the issuance of notices, for its consideration of this matter and incorporates the same into the body of this Order for all purposes; and

WHEREAS, based upon the evidence presented, the City Council finds that the Building is in violation of the Minimum Standards as set out in Section 4-8-1 of the City Code, contains nuisance conditions that render it a hazard to the public health, safety, and welfare and that endanger or are likely to endanger persons or property, and is a Substandard Building as defined as defined in Section 4-8-1 of the City Code;

NOW, THEREFORE, IT IS HEREBY ORDERED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

1. That the owner(s), lienholder(s) (if any), or mortgagee(s) (if any) of the Building shall within 30 days complete the following action(s):

A. Repair the Building as follows:

- (1) Repair or replace exterior walls and finish the weatherproofing system to prevent exposure to the elements in accordance with Sections R317 and R703 of the 2018 International Residential Code (the “IRC”);

- (2) Weatherproof all wood materials to prevent decay and rot in accordance with Section R317 of the IRC;
- (3) Install roof coverings on the roof assembly in accordance with Sections R903, R904, and R905 of the IRC;
- (4) Replace the wood roof framing in accordance with Section R801.2 of the IRC so that it is capable of accommodating all loads imposed in accordance with Section R301 of the IRC;
- (5) Repair or complete the damaged or incomplete exterior finish work to shield the exterior sheathing from the elements in accordance with Section 703.9 of the IRC;
- (6) Remove fire-damaged materials, replace the compromised wall framing and structural elements, and reinstall insulation and drywall in accordance with Section R601 of the IRC;
- (7) Cause a legible address identification to be visible from the street at all times by permanent or temporary means, including during construction in accordance with Section R319.1 of the IRC;
- (8) Make all necessary repairs to remedy all structural deficiencies; and
- (9) Make all other repairs and take all other actions necessary for the Building to satisfy the Minimum Standards; or

B. Demolish the Building.

2. That, in taking the action(s) described in 1 above, the owner(s), lienholder(s) (if any), or mortgagee(s) (if any) shall:
 - A. Vacate all occupants from the Building before any work described herein is performed;
 - B. Obtain all applicable permits before performing work on the Building in accordance with Section R105 of the IRC;
 - C. Perform all work described herein in accordance with the IRC; and
 - D. Complete all required inspections under applicable valid and active permits as required by Section R109 of the IRC.
3. That if the owner(s), lienholder(s) (if any), or mortgagee(s) (if any) fail to complete the required action(s) described above within the allotted time, the Building Official is authorized, on behalf of the City, to take the following action(s): demolish the Building. If the City incurs expenses in taking said action(s), the City may assess the expenses on, and the City may have a lien against, unless it is a homestead as protected by the Texas Constitution, the property on which the Building was located in accordance with applicable law.
4. That the City shall promptly mail by certified mail with return receipt requested, deliver by the United States Postal Service using signature confirmation service, or personally deliver a copy of this Order to the owner(s) of the Building and to any lienholder(s) or mortgagee(s) of the Building, as determined through the use of the City's best efforts.
5. That within 10 days after the date of this Order, the City shall:

- A. file a copy of the Order in the City Secretary's Office; and
- B. publish in a newspaper of general circulation in the City a notice containing:
 - (1) the street address or legal description of the property;
 - (2) the date of the hearing;
 - (3) a brief statement indicating the results of the Order; and
 - (4) instructions stating where a complete copy of the Order may be obtained.

6. That this Order is the final decision of the City of Midland, Texas.

ORDERED THIS 23rd DAY OF JULY, 2024.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney



July 19, 2024

Maria Veronica Mateus
3501 Mockingbird Ln.
Midland, TX 79701

NOTICE OF VIOLATION AND PUBLIC HEARING

Re: Notice of violation and public hearing regarding the single-family residence located at 510 S. Loraine St., Midland, Texas 79701, on the southern 80 feet of Lots 7 through 11, and, and the western 10 feet of the northern 50 feet of Lot 12, Block 115, Southern Addition, City and County of Midland, Texas (the "Building").

Greetings:

According to the records described by Section 214.001(q) of the Texas Local Government Code, each of the following is an owner, a lienholder, or a mortgagee of the above-described Building or property: Maria Veronica Mateus, 3107 Southridge Ct., Midland, TX 79705; Maria Veronica Mateus, 3501 Mockingbird Ln., Midland, TX 79707; Hussein Badmax, 204 W. New York Ave., Midland, TX 79701; William A. Sellers, 510 S. Loraine St., Midland, TX 79701; Mary E. McDonald, 1700 Sparks St., Midland, TX 79705; Darin & Pascaline Middleton, P.O. Box 4013, Midland, TX 79706; Scroggins Jaymie Osborn & Brandon Davis Scroggins, 407 E. County Rd. 119, Midland, TX 79706; Midland County Tax Assessor, Attn: Karen Hood, 2110 N. A St., Midland, TX 79705; Midland Memorial Hospital, Attn: Stephan Bowerman, 400 Rosalind Redfern Grover Parkway, Midland, TX 79701; Midland County Sheriff's Office, Attn: David Criner, P.O. Box 11287, Midland, TX 79702; Midland College, Attn: Jeff Chambers, Pevehouse Administration Building, 3600 N. Garfield St., Suite 102, Midland, TX 79705; Midland Independent School District, Attn: Chad Crowson General Counsel, 615 W. Missouri Ave., Midland, TX 79701. If you no longer own or have an interest in the Building or the affected property, you must execute an affidavit stating that you no longer own or have an interest in the Building or the property and stating the name and last known address of the person who acquired the interest from you. The affidavit must be delivered in person or by certified mail, return receipt requested, to this office not later than the 20th day after the date of this letter. If the City does not receive the affidavit, it will be presumed that you own or have an interest in the Building or the property described in this notice.

This letter is your official notice of a violation and notice of a public hearing. The City of Midland's Building Official has identified the above-described Building as a Substandard Building because it is in violation of the Minimum Standards according to Section 4-8-1 of the Midland Municipal Code. The following conditions of the Building were identified as violations of the Minimum Standards:

1. Exterior walls do not provide weather-resistance and have holes that open to the outside, violating Sections R317 and R703.1 of the 2018 International Residential Code (the "IRC");
2. Wooden building materials are improperly protected from the elements, violating Sections R317.1 and R703.1 of the IRC;
3. Roof coverings are not installed on the roof assembly, damaged, or not complete, thereby compromising the protective function of the roof system, violating Sections R903, R904, and R905 of the IRC;
4. Much of the roof and roof framing is absent or otherwise cannot accommodate all the loads imposed and transmit the resulting loads to the structural elements, violating Section R801.2 of the IRC;
5. Exterior finish work is damaged or incomplete, leaving exterior sheathing exposed to the elements, violating Section R703.9 of the IRC;
6. Due to fire damage, the interior and exterior walls are unable to support imposed and transmit the resulting loads to the supporting structural elements, violating Section R601.2 of the IRC;
7. A legible address number is not visible from the street, violating Section R319.1 of the IRC; and
8. The Building is unfit for human habitation and is a hazard to the public health, safety, and welfare because it is structurally deficient due to decayed materials and loss of load-bearing components.

The Building Official has determined that the Building is a hazard to the health, safety, or general welfare of its occupants (if any), the citizens of the City of Midland, Texas, and the public and is a public nuisance. The Building Official has determined that the Building should be vacated and repaired as follows or demolished:

1. Repair or replace exterior walls and finish the weatherproofing system to prevent exposure to the elements in accordance with Sections R317 and R703 of the IRC;
2. Weatherproof all wood materials to prevent decay and rot in accordance with Section R317 of the IRC;
3. Install roof coverings on the roof assembly in accordance with Sections R903, R904, and R905 of the IRC;
4. Replace the wood roof framing in accordance with Section R801.2 of the IRC so that it is capable of accommodating all loads imposed in accordance with Section R301 of the IRC;
5. Repair or complete the damaged or incomplete exterior finish work to shield the exterior sheathing from the elements in accordance with Section 703.9 of the IRC;
6. Remove fire-damaged materials, replace the compromised wall framing and structural elements, and reinstall insulation and drywall in accordance with Section R601 of the IRC;

7. Cause a legible address identification to be visible from the street at all times by permanent or temporary means, including during construction in accordance with Section R319.1 of the IRC;
8. Make all necessary repairs to remedy all structural deficiencies;
9. Make all other repairs and take all other actions necessary for the Building to satisfy the Minimum Standards;
10. Vacate all occupants from the Building before any work described herein is performed;
11. Obtain all applicable permits before performing work on the Building in accordance with Section R105 of the IRC;
12. Perform all work described herein in accordance with the IRC; and
13. Complete all required inspections under applicable valid and active permits as required by Section R109 of the IRC.

The Building Official has determined that the Building should be demolished if the above-described abatement actions are not taken.

A public hearing before the City Council has been scheduled for July 23, 2024, at 10:00 a.m. in the Council Chamber at City Hall located at 300 North Loraine, Midland, Texas 79701, on the issues of whether the Building is a Substandard Building and whether the abatement action(s) described above or other abatement action(s) should be taken. As an owner, a lienholder, or a mortgagee, you will be required to submit at the public hearing proof of the scope of any work that may be required to comply with the City's ordinances and the time it will take to reasonably perform the work.

IF THE CITY COUNCIL ORDERS THAT ABATEMENT ACTION BE TAKEN, THE FAILURE OF THE OWNER, LIENHOLDER, OR MORTGAGEE TO TAKE THE ORDERED ACTION MAY RESULT IN THE CITY TAKING ABATEMENT ACTION, INCLUDING THE POSSIBLE DEMOLITION OF THE BUILDING. IF THE CITY INCURS EXPENSES WHILE TAKING ABATEMENT ACTION, THE CITY MAY ASSESS THE EXPENSES ON, AND THE CITY WILL HAVE A LIEN AGAINST, UNLESS IT IS A HOMESTEAD AS PROTECTED BY THE TEXAS CONSTITUTION, THE PROPERTY ON WHICH THE BUILDING WAS LOCATED.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Jeff Pinkstaff
Building Official



City Council Meeting

Item Number: 27
Meeting Date: July 23, 2024
To: City Council / City Manager
From: Jeff Pinkstaff,
Subject: RESOLUTION APPROVING THE ISSUANCE OF AN ORDER FINDING THE SINGLE-FAMILY RESIDENCE ON LOT 22, BLOCK 39, PERMIAN ESTATES ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT 102 CANYON DRIVE, MIDLAND, TEXAS 79703) TO BE A SUBSTANDARD BUILDING AND ORDERING THE OWNER(S) OF SAID BUILDING AND LIENHOLDER(S) AND MORTGAGEE(S) HAVING AN INTEREST IN SAID BUILDING, IF ANY, TO TAKE ABATEMENT ACTION AS SPECIFIED IN THE ORDER, AND, IF SAID ABATEMENT ACTION IS NOT TAKEN, AUTHORIZING THE CITY OF MIDLAND TO TAKE ABATEMENT ACTION (DISTRICT 4) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)

Purpose:

A resolution is necessary to address the dilapidated condition of the property located at 102 Canyon. The residential building has remained vacant for several years and has deteriorated significantly due to exposure to the elements, decay of materials, absence of necessary maintenance, and unsecured openings. The owner has previously requested our assistance in demolishing and clearing the building. This is one of the first on a list of more than 80 substandard buildings identified by staff as properties that pose a life and safety threat to the public, and more immediately, to the surrounding neighborhood.

Recommended City Council Action:

Approve

Fiscal Impact:

Estimated cost of demolition is approximately \$10,000. The funds for this project will be provided by CDBG Block Grant 700348-060.

Strategic Priority:

(Set the Standard for a Safe and Secure City)

Discussion:

The City of Midland's Building Official has identified the described Building as a Substandard Building because it is in violation of the Minimum Standards according to Section 4-8-1 of the Midland Municipal Code. The following conditions of the Building were identified as violations of the Minimum Standards:

1. Exterior walls do not provide weather-resistance and have holes that open to the outside, violating Sections R317 and R703.1 of the 2018 International Residential Code (the "IRC");
2. Wooden building materials are improperly protected from the elements, violating Sections R317.1 and R703.1 of the IRC;
3. Roof coverings are not installed on the roof assembly, thereby compromising the protective function of the roof system, violating Sections R903, R904, and R905 of the IRC;
4. Much of the roof and roof framing is absent or otherwise cannot accommodate all the loads imposed and transmit the resulting loads to the structural elements, violating Section R801.2 of the IRC;
5. Exterior finish work is damaged or incomplete, leaving exterior sheathing exposed to the elements, violating Section R703.9 of the IRC; and
6. The Building is unfit for human habitation and is a hazard to the public health, safety, and welfare because it is structurally deficient due to decayed materials and loss of load-bearing components.

The Building Official has determined that the Building is a hazard to the health, safety, or general welfare of its occupants (if any), the citizens of the City of Midland, Texas, and the public and is a public nuisance. The Building Official has determined that the Building should be vacated and repaired as follows or demolished:

1. Repair or replace exterior walls and finish the weatherproofing system to prevent exposure to the elements in accordance with Sections R317 and R703 of the IRC;
2. Weatherproof all wood materials to prevent decay and rot in accordance with Section R317 of the IRC;

3. Install roof coverings on the roof assembly in accordance with Sections R903, R904, and R905 of the IRC;
4. Replace the wood roof framing in accordance with Section R801.2 of the IRC so that it is capable of accommodating all loads imposed in accordance with Section R301 of the IRC;
5. Repair or complete the damaged or incomplete exterior finish work to shield the exterior sheathing from the elements in accordance with Section 703.9 of the IRC;
6. Make all necessary repairs to remedy all structural deficiencies;
7. Make all other repairs and take all other actions necessary for the Building to satisfy the Minimum Standards;
8. Vacate all occupants from the Building before any work described herein is performed;
9. Obtain all applicable permits before performing work on the Building in accordance with Section R105 of the IRC;
10. Perform all work described herein in accordance with the IRC; and
11. Complete all required inspections under applicable valid and active permits as required by Section R109 of the IRC.

The Building Official has determined that the Building should be demolished if the above-described abatement actions are not taken. The owner(s) has 30 days to take actions necessary to make the building safe after the order is approved.

This is one of the first on a list of more than 80 substandard buildings identified by staff as properties that pose a life and safety threat to the public, and more immediately, to the surrounding neighborhood.

Frederick D. Out

City Manager's Office

RESOLUTION NO. _____

RESOLUTION APPROVING THE ISSUANCE OF AN ORDER FINDING THE SINGLE-FAMILY RESIDENCE ON LOT 22, BLOCK 39, PERMIAN ESTATES ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT 102 CANYON DRIVE, MIDLAND, TEXAS 79703) TO BE A SUBSTANDARD BUILDING AND ORDERING THE OWNER(S) OF SAID BUILDING AND LIENHOLDER(S) AND MORTGAGEE(S) HAVING AN INTEREST IN SAID BUILDING, IF ANY, TO TAKE ABATEMENT ACTION AS SPECIFIED IN THE ORDER, AND, IF SAID ABATEMENT ACTION IS NOT TAKEN, AUTHORIZING THE CITY OF MIDLAND TO TAKE ABATEMENT ACTION

WHEREAS, the City Council finds it to be in the public interest to approve the issuance of an order finding the building described in the caption hereof (the “Building”) to be a Substandard Building and ordering the owner(s) of said Building and lienholder(s) and mortgagee(s) having an interest in said Building, if any, to take certain abatement action and, if said action is not taken, authorizing the City of Midland to take abatement action;

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

SECTION ONE. That all recitals in the order, which is attached hereto as Exhibit “A” and incorporated herein for all purposes, are hereby adopted and approved for all purposes.

SECTION TWO. That the order is hereby approved, and the Mayor is hereby authorized and directed to sign and issue the order on behalf of the City Council.

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

Council members voting “AYE”:

Council members voting “NAY”:

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT "A"

**AN ORDER OF THE CITY COUNCIL OF THE CITY OF
MIDLAND, TEXAS, REGARDING THE ABATEMENT OF
A SUBSTANDARD BUILDING LOCATED AT 102
CANYON DR., MIDLAND, TEXAS 79703, ON LOT 22,
BLOCK 39, PERMIAN ESTATES ADDITION, CITY AND
COUNTY OF MIDLAND, TEXAS**

WHEREAS, the City Council of the City of Midland, Texas, at a meeting at 10:00 a.m. on July 23, 2024, in the Council Chamber at City Hall located at 300 North Loraine, Midland, Texas 79701, conducted a public hearing concerning the single-family residence located at 102 Canyon Dr., Midland, Texas 79703, on Lot 22, Block 39, Permian Estates Addition, City and County of Midland, Texas (the “Building”); and

WHEREAS, the City Council finds that all notices of said public hearing were provided in accordance with Section 4-8-1 of the City Code and applicable state law; and

WHEREAS, the City Council takes notice of and incorporates all evidence presented to the City Council, including the issuance of notices, for its consideration of this matter and incorporates the same into the body of this Order for all purposes; and

WHEREAS, based upon the evidence presented, the City Council finds that the Building is in violation of the Minimum Standards as set out in Section 4-8-1 of the City Code, contains nuisance conditions that render it a hazard to the public health, safety, and welfare and that endanger or are likely to endanger persons or property, and is a Substandard Building as defined as defined in Section 4-8-1 of the City Code;

**NOW, THEREFORE, IT IS HEREBY ORDERED BY THE CITY COUNCIL
OF THE CITY OF MIDLAND, TEXAS:**

1. That the owner(s), lienholder(s) (if any), or mortgagee(s) (if any) of the Building shall within 30 days complete the following action(s):

A. Repair the Building as follows:

- (1) Repair or replace exterior walls and finish the weatherproofing system to prevent exposure to the elements in accordance with Sections R317 and R703 of the 2018 International Residential Code (the “IRC”);
- (2) Weatherproof all wood materials to prevent decay and rot in accordance with Section R317 of the IRC;

- (3) Install roof coverings on the roof assembly in accordance with Sections R903, R904, and R905 of the IRC;
 - (4) Replace the wood roof framing in accordance with Section R801.2 of the IRC so that it is capable of accommodating all loads imposed in accordance with Section R301 of the IRC;
 - (5) Repair or complete the damaged or incomplete exterior finish work to shield the exterior sheathing from the elements in accordance with Section 703.9 of the IRC;
 - (6) Make all repairs necessary to remedy all structural deficiencies; and
 - (7) Make all other repairs and take all other actions necessary for the Building to satisfy the Minimum Standards; or
- B. Demolish the Building.
2. That, in taking the action(s) described in 1 above, the owner(s), lienholder(s) (if any), or mortgagee(s) (if any) shall:
- A. Vacate all occupants from the Building before any work described herein is performed;
 - B. Obtain all applicable permits before performing work on the Building in accordance with Section R105 of the IRC;
 - C. Perform all work described herein in accordance with the IRC; and
 - D. Complete all required inspections under applicable valid and active permits as required by Section R109 of the IRC.
3. That if the owner(s), lienholder(s) (if any), or mortgagee(s) (if any) fail to complete the required action(s) described above within the allotted time, the Building Official is authorized, on behalf of the City, to take the following action(s): demolish the Building. If the City incurs expenses in taking said action(s), the City may assess the expenses on, and the City may have a lien against, unless it is a homestead as protected by the Texas Constitution, the property on which the Building was located in accordance with applicable law.
4. That the City shall promptly mail by certified mail with return receipt requested, deliver by the United States Postal Service using signature confirmation service, or personally deliver a copy of this Order to the owner(s) of the Building and to any lienholder(s) or mortgagee(s) of the Building, as determined through the use of the City's best efforts.
5. That within 10 days after the date of this Order, the City shall:
- A. file a copy of the Order in the City Secretary's Office; and
 - B. publish in a newspaper of general circulation in the City a notice containing:
 - (1) the street address or legal description of the property;
 - (2) the date of the hearing;
 - (3) a brief statement indicating the results of the Order; and

(4) instructions stating where a complete copy of the Order may be obtained.

6. That this Order is the final decision of the City of Midland, Texas.

ORDERED THIS 23rd DAY OF JULY, 2024.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

RESOLUTION NO. _____

RESOLUTION APPROVING THE ISSUANCE OF AN ORDER FINDING THE SINGLE-FAMILY RESIDENCE ON LOT 22, BLOCK 39, PERMIAN ESTATES ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT 102 CANYON DRIVE, MIDLAND, TEXAS 79703) TO BE A SUBSTANDARD BUILDING AND ORDERING THE OWNER(S) OF SAID BUILDING AND LIENHOLDER(S) AND MORTGAGEE(S) HAVING AN INTEREST IN SAID BUILDING, IF ANY, TO TAKE ABATEMENT ACTION AS SPECIFIED IN THE ORDER, AND, IF SAID ABATEMENT ACTION IS NOT TAKEN, AUTHORIZING THE CITY OF MIDLAND TO TAKE ABATEMENT ACTION

WHEREAS, the City Council finds it to be in the public interest to approve the issuance of an order finding the building described in the caption hereof (the “Building”) to be a Substandard Building and ordering the owner(s) of said Building and lienholder(s) and mortgagee(s) having an interest in said Building, if any, to take certain abatement action and, if said action is not taken, authorizing the City of Midland to take abatement action;

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

SECTION ONE. That all recitals in the order, which is attached hereto as Exhibit “A” and incorporated herein for all purposes, are hereby adopted and approved for all purposes.

SECTION TWO. That the order is hereby approved, and the Mayor is hereby authorized and directed to sign and issue the order on behalf of the City Council.

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

Council members voting “AYE”:

Council members voting “NAY”:

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT "A"

**AN ORDER OF THE CITY COUNCIL OF THE CITY OF
MIDLAND, TEXAS, REGARDING THE ABATEMENT OF
A SUBSTANDARD BUILDING LOCATED AT 102
CANYON DR., MIDLAND, TEXAS 79703, ON LOT 22,
BLOCK 39, PERMIAN ESTATES ADDITION, CITY AND
COUNTY OF MIDLAND, TEXAS**

WHEREAS, the City Council of the City of Midland, Texas, at a meeting at 10:00 a.m. on July 16, 2024, in the Council Chamber at City Hall located at 300 North Loraine, Midland, Texas 79701, conducted a public hearing concerning the single-family residence located at 102 Canyon Dr., Midland, Texas 79703, on Lot 22, Block 39, Permian Estates Addition, City and County of Midland, Texas (the “Building”); and

WHEREAS, the City Council finds that all notices of said public hearing were provided in accordance with Section 4-8-1 of the City Code and applicable state law; and

WHEREAS, the City Council takes notice of and incorporates all evidence presented to the City Council, including the issuance of notices, for its consideration of this matter and incorporates the same into the body of this Order for all purposes; and

WHEREAS, based upon the evidence presented, the City Council finds that the Building is in violation of the Minimum Standards as set out in Section 4-8-1 of the City Code, contains nuisance conditions that render it a hazard to the public health, safety, and welfare and that endanger or are likely to endanger persons or property, and is a Substandard Building as defined as defined in Section 4-8-1 of the City Code;

**NOW, THEREFORE, IT IS HEREBY ORDERED BY THE CITY COUNCIL
OF THE CITY OF MIDLAND, TEXAS:**

1. That the owner(s), lienholder(s) (if any), or mortgagee(s) (if any) of the Building shall within 30 days complete the following action(s):

A. Repair the Building as follows:

- (1) Repair or replace exterior walls and finish the weatherproofing system to prevent exposure to the elements in accordance with Sections R317 and R703 of the 2018 International Residential Code (the “IRC”);
- (2) Weatherproof all wood materials to prevent decay and rot in accordance with Section R317 of the IRC;

- (3) Install roof coverings on the roof assembly in accordance with Sections R903, R904, and R905 of the IRC;
 - (4) Replace the wood roof framing in accordance with Section R801.2 of the IRC so that it is capable of accommodating all loads imposed in accordance with Section R301 of the IRC;
 - (5) Repair or complete the damaged or incomplete exterior finish work to shield the exterior sheathing from the elements in accordance with Section 703.9 of the IRC;
 - (6) Make all repairs necessary to remedy all structural deficiencies; and
 - (7) Make all other repairs and take all other actions necessary for the Building to satisfy the Minimum Standards as identified by City Code Chapter 4-8; or
 - B. Demolish the Building.
2. That, in taking the action(s) described in 1 above, the owner(s), lienholder(s) (if any), or mortgagee(s) (if any) shall:
 - A. Vacate all occupants from the Building before any work described herein is performed;
 - B. Obtain all applicable permits before performing work on the Building in accordance with Section R105 of the IRC;
 - C. Perform all work described herein in accordance with the IRC; and
 - D. Complete all required inspections under applicable valid and active permits as required by Section R109 of the IRC.
 3. That if the owner(s), lienholder(s) (if any), or mortgagee(s) (if any) fail to complete the required action(s) described above within the allotted time, the Building Official is authorized, on behalf of the City, to take the following action(s): demolish the Building. If the City incurs expenses in taking said action(s), the City may assess the expenses on, and the City may have a lien against, unless it is a homestead as protected by the Texas Constitution, the property on which the Building was located in accordance with applicable law.
 4. That the City shall promptly mail by certified mail with return receipt requested, deliver by the United States Postal Service using signature confirmation service, or personally deliver a copy of this Order to the owner(s) of the Building and to any lienholder(s) or mortgagee(s) of the Building, as determined through the use of the City's best efforts.
 5. That within 10 days after the date of this Order, the City shall:
 - A. file a copy of the Order in the City Secretary's Office; and
 - B. publish in a newspaper of general circulation in the City a notice containing:
 - (1) the street address or legal description of the property;
 - (2) the date of the hearing;

(3) a brief statement indicating the results of the Order; and

(4) instructions stating where a complete copy of the Order may be obtained.

6. That this Order is the final decision of the City of Midland, Texas.

ORDERED THIS 16th DAY OF JULY, 2024.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

**AN ORDER OF THE CITY COUNCIL OF THE CITY OF
MIDLAND, TEXAS, REGARDING THE ABATEMENT OF
A SUBSTANDARD BUILDING LOCATED AT 102
CANYON DR., MIDLAND, TEXAS 79703, ON LOT 22,
BLOCK 39, PERMIAN ESTATES ADDITION, CITY AND
COUNTY OF MIDLAND, TEXAS**

WHEREAS, the City Council of the City of Midland, Texas, at a meeting at 10:00 a.m. on July 23, 2024, in the Council Chamber at City Hall located at 300 North Loraine, Midland, Texas 79701, conducted a public hearing concerning the single-family residence located at 102 Canyon Dr., Midland, Texas 79703, on Lot 22, Block 39, Permian Estates Addition, City and County of Midland, Texas (the “Building”); and

WHEREAS, the City Council finds that all notices of said public hearing were provided in accordance with Section 4-8-1 of the City Code and applicable state law; and

WHEREAS, the City Council takes notice of and incorporates all evidence presented to the City Council, including the issuance of notices, for its consideration of this matter and incorporates the same into the body of this Order for all purposes; and

WHEREAS, based upon the evidence presented, the City Council finds that the Building is in violation of the Minimum Standards as set out in Section 4-8-1 of the City Code, contains nuisance conditions that render it a hazard to the public health, safety, and welfare and that endanger or are likely to endanger persons or property, and is a Substandard Building as defined as defined in Section 4-8-1 of the City Code;

**NOW, THEREFORE, IT IS HEREBY ORDERED BY THE CITY COUNCIL
OF THE CITY OF MIDLAND, TEXAS:**

1. That the owner(s), lienholder(s) (if any), or mortgagee(s) (if any) of the Building shall within 30 days complete the following action(s):

A. Repair the Building as follows:

- (1) Repair or replace exterior walls and finish the weatherproofing system to prevent exposure to the elements in accordance with Sections R317 and R703 of the 2018 International Residential Code (the “IRC”);
- (2) Weatherproof all wood materials to prevent decay and rot in accordance with Section R317 of the IRC;

- (3) Install roof coverings on the roof assembly in accordance with Sections R903, R904, and R905 of the IRC;
 - (4) Replace the wood roof framing in accordance with Section R801.2 of the IRC so that it is capable of accommodating all loads imposed in accordance with Section R301 of the IRC;
 - (5) Repair or complete the damaged or incomplete exterior finish work to shield the exterior sheathing from the elements in accordance with Section 703.9 of the IRC;
 - (6) Make all repairs necessary to remedy all structural deficiencies; and
 - (7) Make all other repairs and take all other actions necessary for the Building to satisfy the Minimum Standards; or
 - B. Demolish the Building.
2. That, in taking the action(s) described in 1 above, the owner(s), lienholder(s) (if any), or mortgagee(s) (if any) shall:
 - A. Vacate all occupants from the Building before any work described herein is performed;
 - B. Obtain all applicable permits before performing work on the Building in accordance with Section R105 of the IRC;
 - C. Perform all work described herein in accordance with the IRC; and
 - D. Complete all required inspections under applicable valid and active permits as required by Section R109 of the IRC.
 3. That if the owner(s), lienholder(s) (if any), or mortgagee(s) (if any) fail to complete the required action(s) described above within the allotted time, the Building Official is authorized, on behalf of the City, to take the following action(s): demolish the Building. If the City incurs expenses in taking said action(s), the City may assess the expenses on, and the City may have a lien against, unless it is a homestead as protected by the Texas Constitution, the property on which the Building was located in accordance with applicable law.
 4. That the City shall promptly mail by certified mail with return receipt requested, deliver by the United States Postal Service using signature confirmation service, or personally deliver a copy of this Order to the owner(s) of the Building and to any lienholder(s) or mortgagee(s) of the Building, as determined through the use of the City's best efforts.
 5. That within 10 days after the date of this Order, the City shall:
 - A. file a copy of the Order in the City Secretary's Office; and
 - B. publish in a newspaper of general circulation in the City a notice containing:
 - (1) the street address or legal description of the property;
 - (2) the date of the hearing;
 - (3) a brief statement indicating the results of the Order; and

(4) instructions stating where a complete copy of the Order may be obtained.

6. That this Order is the final decision of the City of Midland, Texas.

ORDERED THIS 23rd DAY OF JULY, 2024.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney



July 19, 2024

Carolyn A. Snider
4714 Erie Dr.
Midland, TX 79703

NOTICE OF VIOLATION AND PUBLIC HEARING

Re: Notice of violation and public hearing regarding the single-family residence located at 102 Canyon Dr., Midland, Texas 79703, on Lot 22, Block 39, Permian Estates Addition, City and County of Midland, Texas (the "Building").

Greetings:

According to the records described by Section 214.001(q) of the Texas Local Government Code, each of the following is an owner, a lienholder, or a mortgagee of the above-described Building or property: Carolyn A. Snider, 4714 Erie Dr., Midland, TX 79703; Carolyn A. Snider, 102 Canyon Dr., Midland, TX 79703; Johnnie M. Etal Snider, 102 Canyon Dr., Midland, TX 79703; Carolyn Ann Snider, 2508 Falkner, Apt C-8, Midland, TX 79705. If you no longer own or have an interest in the Building or the affected property, you must execute an affidavit stating that you no longer own or have an interest in the Building or the property and stating the name and last known address of the person who acquired the interest from you. The affidavit must be delivered in person or by certified mail, return receipt requested, to this office not later than the 20th day after the date of this letter. If the City does not receive the affidavit, it will be presumed that you own or have an interest in the Building or the property described in this notice.

This letter is your official notice of a violation and notice of a public hearing. The City of Midland's Building Official has identified the above-described Building as a Substandard Building because it is in violation of the Minimum Standards according to Section 4-8-1 of the Midland Municipal Code. The following conditions of the Building were identified as violations of the Minimum Standards:

1. Exterior walls do not provide weather-resistance and have holes that open to the outside, violating Sections R317 and R703.1 of the 2018 International Residential Code (the "IRC");
2. Wooden building materials are improperly protected from the elements, violating Sections R317.1 and R703.1 of the IRC;

3. Roof coverings are not installed on the roof assembly, thereby compromising the protective function of the roof system, violating Sections R903, R904, and R905 of the IRC;
4. Much of the roof and roof framing is absent or otherwise cannot accommodate all the loads imposed and transmit the resulting loads to the structural elements, violating Section R801.2 of the IRC;
5. Exterior finish work is damaged or incomplete, leaving exterior sheathing exposed to the elements, violating Section R703.9 of the IRC; and
6. The Building is unfit for human habitation and is a hazard to the public health, safety, and welfare because it is structurally deficient due to decayed materials and loss of load-bearing components.

The Building Official has determined that the Building is a hazard to the health, safety, or general welfare of its occupants (if any), the citizens of the City of Midland, Texas, and the public and is a public nuisance. The Building Official has determined that the Building should be vacated and repaired as follows or demolished:

1. Repair or replace exterior walls and finish the weatherproofing system to prevent exposure to the elements in accordance with Sections R317 and R703 of the IRC;
2. Weatherproof all wood materials to prevent decay and rot in accordance with Section R317 of the IRC;
3. Install roof coverings on the roof assembly in accordance with Sections R903, R904, and R905 of the IRC;
4. Replace the wood roof framing in accordance with Section R801.2 of the IRC so that it is capable of accommodating all loads imposed in accordance with Section R301 of the IRC;
5. Repair or complete the damaged or incomplete exterior finish work to shield the exterior sheathing from the elements in accordance with Section 703.9 of the IRC;
6. Make all necessary repairs to remedy all structural deficiencies;
7. Make all other repairs and take all other actions necessary for the Building to satisfy the Minimum Standards;
8. Vacate all occupants from the Building before any work described herein is performed;
9. Obtain all applicable permits before performing work on the Building in accordance with Section R105 of the IRC;
10. Perform all work described herein in accordance with the IRC; and
11. Complete all required inspections under applicable valid and active permits as required by Section R109 of the IRC.

The Building Official has determined that the Building should be demolished if the above-described abatement actions are not taken.

A public hearing before the City Council has been scheduled for July 23, 2024, at 10:00 a.m. in the Council Chamber at City Hall located at 300 North Loraine, Midland, Texas 79701, on the issues of whether the Building is a Substandard Building and whether the abatement action(s) described above or other abatement action(s) should be taken. As an owner, a lienholder, or a mortgagee, you will be required to submit at the public hearing proof of the scope of any work that may be required to comply with the City's ordinances and the time it will take to reasonably perform the work.

IF THE CITY COUNCIL ORDERS THAT ABATEMENT ACTION BE TAKEN, THE FAILURE OF THE OWNER, LIENHOLDER, OR MORTGAGEE TO TAKE THE ORDERED ACTION MAY RESULT IN THE CITY TAKING ABATEMENT ACTION, INCLUDING THE POSSIBLE DEMOLITION OF THE BUILDING. IF THE CITY INCURS EXPENSES WHILE TAKING ABATEMENT ACTION, THE CITY MAY ASSESS THE EXPENSES ON, AND THE CITY WILL HAVE A LIEN AGAINST, UNLESS IT IS A HOMESTEAD AS PROTECTED BY THE TEXAS CONSTITUTION, THE PROPERTY ON WHICH THE BUILDING WAS LOCATED.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Jeff Pinkstaff
Building Official



City Council Meeting

Item Number: 28
Meeting Date: July 23, 2024
To: City Council / City Manager
From: Christy Weakland, Director
Subject: DISCUSSION AND CONSIDERATION OF ALL MATTERS INCIDENT AND RELATED TO THE ISSUANCE AND SALE OF "CITY OF MIDLAND, TEXAS TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024," INCLUDING THE ADOPTION OF AN ORDINANCE AUTHORIZING THE ISSUANCE OF SUCH CERTIFICATES OF OBLIGATION, ESTABLISHING PARAMETERS FOR THE SALE OF SUCH CERTIFICATES OF OBLIGATION AND DELEGATING CERTAIN MATTERS TO AN AUTHORIZED OFFICIAL OF THE CITY (DISTRICT: NONE) (FINANCE) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Adoption of the ordinance to issue the "City of Midland, Texas, Tax and Limited Pledge Revenue Certificates of Obligation, Series 2024" and delegating authority of pricing and related matters.

Recommended City Council Action:

Approve

Fiscal Impact:

The aggregate original principal amount of the Certificates relating to the Solid Waste Project and the Golf Project shall not exceed \$31,000,000; the aggregate original principal amount of the Certificates relating to the Waterworks/Sewer Project shall not exceed \$25,000,000; the maximum true interest cost for the Certificates shall not exceed 5.50%; and the maximum maturity date of the Certificates shall not exceed March 1, 2050.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

On May 14, 2024, Council approved a capital funding plan and Resolution No. 2024-075 Notice of Intent to Issue CO's for Sanitation and Golf Course improvements. On May 28, Council approved a capital funding plan and Resolution No. 2024-085 Notice of Intent to Issue CO's for Water & Sewer improvements. These capital funding plans approved issuances of CO's to fund these improvements. The first tranche is for \$31M for Golf and Sanitation and \$25M for Water and Wastewater Projects.



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE authorizing the issuance of "CITY OF MIDLAND, TEXAS, TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024"; levying an ad valorem tax upon all taxable property within the City and providing for a limited pledge of the net revenues of the City's Waterworks and Sewer System for the payment of said Certificates; resolving other matters incident and related to the issuance, security, payment and delivery of said Certificates; establishing procedures for the sale and delivery of said Certificates; and delegating matters relating to the sale and issuance of said Certificates to an authorized City official; and providing an effective date.

WHEREAS, a notice of the City Council's intention to issue certificates of obligation in the maximum principal amount of \$31,000,000 for the purpose of paying contractual obligations to be incurred for (i) acquiring, constructing, improving and equipping solid waste disposal facilities, including the purchase of land, rights-of-way and equipment therefor, (ii) improving, constructing and equipping municipal golf facilities, including the purchase of land, rights-of-way and equipment therefor and (iii) paying professional services rendered in connection therewith (the "Sanitation/Golf Projects Notice") and a notice of the City Council's intention to issue certificates of obligation in the maximum principal amount of \$25,000,000 for the purpose of paying contractual obligations to be incurred for (i) improving and extending the City's waterworks and sewer system, including the purchase of land, rights-of-way and equipment therefor and (ii) paying professional services rendered in connection therewith (the "Waterworks/Sewer Project Notice"), have been (a) duly published in the *Midland Reporter-Telegram*, a newspaper of general circulation in the City of Midland, Texas (the "City") on May 31, 2024 and June 7, 2024, the date of the first publication of such notice being not less than forty-six (46) days prior to the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates and (b) duly published continuously on the City's website for at least forty-five (45) days before the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates; and

WHEREAS, the *Midland Reporter-Telegram* is a newspaper which devotes not less than twenty-five percent (25%) of its total column lineage to items of general interest, is published not less frequently than once each week, entered as second-class (periodical class) postal matter in the county where it is published, and has been published regularly and continuously for not less than twelve (12) months prior to the date of the publication of the Sanitation/Golf Projects Notice and the Waterworks/Sewer Project Notice (jointly, the "Notices");

WHEREAS, no petition protesting the issuance of the certificates of obligation described in the Notices, signed by at least 5% of the qualified electors of the City, has been filed with or presented to the City Secretary on or prior to the date of the passage of this Ordinance; and

WHEREAS, the Council hereby finds and determines that the certificates of obligation described in the Notices should be issued and sold in the amount and manner as hereinafter provided; and

WHEREAS, the City Council by this Ordinance, in accordance with the provisions of Texas Government Code, Chapter 1371, as amended ("Chapter 1371"), delegates to a Pricing Officer (hereinafter designated) the authority to determine the principal amount of the Certificates to be issued and to negotiate the terms of sale thereof; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND:

SECTION 1: Authorization-Designation-Principal Amount-Purpose. Certificates of obligation of the City shall be and are hereby authorized to be issued in an amount not to exceed the aggregate principal amount hereinafter set forth to be designated and bear the title "CITY OF MIDLAND, TEXAS, TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024" or such other designation as specified in the Pricing Certificate (the "Certificates"), for the purpose of paying contractual obligations to be incurred for (i) acquiring, constructing, improving and equipping solid waste disposal facilities, including the purchase of land, rights-of-way and equipment therefor (the "Solid Waste Project"), (ii) improving, constructing and equipping municipal golf facilities, including the purchase of land, rights-of-way and equipment therefor (the "Golf Project"), (iii) improving and extending the City's waterworks and sewer system, including the purchase of land, rights-of-way and equipment therefor (the "Waterworks/Sewer Project") and (iv) paying professional services rendered in connection therewith; pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended, and Chapter 1371.

SECTION 2: Fully Registered Obligations- Authorized Denominations- Stated Maturities- Date. The Certificates are issuable in fully registered form only; shall be dated as provided in the Pricing Certificate (the "Certificate Date") and shall be in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity), and the Certificates shall become due and payable on a date certain in each of the years and in principal amounts (the "Stated Maturities") and bear interest at the per annum rate(s) in accordance with the details of the Certificates as provided in the Pricing Certificate.

The Certificates shall bear interest on the unpaid principal amounts thereof from the date specified in the Pricing Certificate (calculated on the basis of a 360-day year consisting of twelve 30-day months). Interest on the unpaid principal amounts of the Certificates shall be payable on the dates in each year and commencing on the date set forth in the Pricing Certificate.

SECTION 3: Delegation of Authority to Pricing Officer.

(a) As authorized by Chapter 1371, the City Manager or Director of Finance of the City (either a "Pricing Officer") is hereby authorized to act on behalf of the City in selling and delivering the Certificates and carrying out the other procedures specified in this Ordinance determining the aggregate principal amount of the Certificates, the date of the Certificates, any additional or different designation or title by which the Certificates shall be known, the price at which the Certificates will be sold, the manner of sale (negotiated, privately placed or competitively bid), the years in which the Certificates will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the date from which interest on the Certificates will accrue, the interest payment dates, the record date, the price and terms upon and at which the Certificates shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, determination of the use of a book-entry-only securities clearance, settlement and transfer system, the terms of any bond insurance applicable to the Certificates, any modification of the continuing disclosure undertaking contained in Section 33 hereof as may be required by the purchasers of the Certificates in connection with any amendments to Rule 15c2-12, and all other matters relating to the issuance, sale and delivery of the Certificates, all of which shall be specified in the Pricing Certificate, provided that:

- (i) the aggregate original principal amount of the Certificates relating to the Solid Waste Project and the Golf Project shall not exceed \$31,000,000;
- (ii) the aggregate original principal amount of the Certificates relating to the Waterworks/Sewer Project shall not exceed \$25,000,000;
- (iii) the maximum true interest cost for the Certificates shall not exceed 5.50%; and
- (iv) the maximum maturity date of the Certificates shall not exceed March 1, 2050.

The execution of the Pricing Certificate shall evidence the sale date of the Certificates by the City to the Purchasers (hereinafter defined).

If the Pricing Officer determines that bond insurance results in a net reduction of the City's interest costs associated with the Certificates, then the Pricing Officer is authorized, in connection with effecting the sale of the Certificates, to make the selection of the municipal bond insurance company for the Certificates (the "Insurer") and to obtain from the Insurer a municipal bond insurance policy in support of the Certificates. The Pricing Officer shall have the authority to determine the provisions of the commitment for any such policy and to execute any documents to affect the issuance of said policy by the Insurer.

(b) In establishing the aggregate principal amount of the Certificates, the Pricing Officer shall establish an amount not exceeding the amount authorized in subsection (a)(i) above, which shall be sufficient in amount to provide for the purposes for which the Certificates are authorized and to pay costs of issuing the Certificates. The delegation made hereby shall expire if not exercised by the Pricing Officer within one (1) year of the date of the adoption of this Ordinance. The Certificates shall be sold to the purchaser(s)/underwriter(s) named in the Pricing Certificate (the "Purchasers"), at such price and with and subject to such terms as set forth in the Pricing Certificate and the Purchase Contract (hereinafter defined), and may be sold by negotiated or competitive sale or by private placement. The Pricing Officer is hereby delegated the authority to designate the Purchasers, which delegation shall be evidenced by the execution of the Pricing Certificate.

SECTION 4: Terms of Payment-Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Certificates, due and payable by reason of maturity, redemption, or otherwise, shall be payable only to the registered owners or holders of the Certificates (the "Holders") appearing on the registration and transfer books (the "Security Register") maintained by the Paying Agent/Registrar. Such payments shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of the paying agent/registrar for the Bonds (the "Paying Agent/Registrar") shall be as provided in the Pricing Certificate. Books and records relating to the registration, payment, transfer and exchange of the Certificates (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, as provided herein and in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement," substantially in the form attached hereto as Exhibit A, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Pricing Officer is hereby authorized to execute and deliver such Agreement in connection with the delivery of the Certificates. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Certificates are paid and discharged, and any successor Paying Agent/Registrar shall be

a bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Certificates, the City agrees to promptly cause a written notice of the change to be sent to each Holder by United States Mail, first class postage prepaid, and such notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Certificates shall be payable at the Stated Maturities or the redemption thereof only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated offices as provided in the Pricing Certificate, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the "Designated Payment/Transfer Office"). Interest on the Certificates shall be paid by the Paying Agent/Registrar to the Holders whose names appear in the Security Register at the close of business on the Record Date which shall be set forth in the Pricing Certificate, which payment of such interest shall be (i) by check sent United States mail, first-class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 5: Registration- Transfer- Exchange of Certificates- Predecessor Certificates.
The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every Holder of the Certificates issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Certificate may, in accordance with its terms and the terms hereof, be transferred or exchanged for Certificates of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon the surrender of any Certificate for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holder, Certificates may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Certificates surrendered for exchange, upon surrender of the Certificates to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Certificates are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Certificates to the Holder requesting the exchange.

All Certificates issued in any transfer or exchange of Certificates shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States mail, first-class postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same obligation to pay and entitled to the same benefits under this Ordinance, as the Certificates surrendered in such transfer or exchange.

All transfers or exchanges of Certificates pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Certificates canceled by reason of an exchange or transfer pursuant to the provisions of this Ordinance are hereby defined to be "Predecessor Certificates," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer. Additionally, the term "Predecessor Certificates" shall include any mutilated, lost, destroyed, or stolen Certificate for which a replacement Certificate has been issued, registered, and delivered in lieu thereof pursuant to the provisions of Section 28 hereof, and such new replacement Certificate shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Certificate.

Neither the City nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Certificate called for redemption, in whole or in part, within 45 days of the date fixed for the redemption of such Certificate; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Certificate called for redemption in part.

SECTION 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in this Ordinance relating to the payment, and transfer/exchange of the Certificates, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company ("DTC"), a limited purpose trust company organized under the laws of the State of New York, in accordance with the requirements and procedures identified in the current DTC Operational Arrangements memorandum, as amended, the Blanket Issuer Letter of Representations, by and between the City and DTC, and the Letter of Representation from the Paying Agent/Registrar to DTC (collectively, the "Depository Agreement") relating to the Certificates.

In the event the Pricing Officer elects to utilize DTC's "Book-Entry-Only" System, which election shall be made by the Pricing Officer in the Pricing Certificate, pursuant to the Depository Agreement and the rules of DTC the Certificates shall be deposited with DTC who shall hold said Certificates for its participants (the "DTC Participants"). While the Certificates are held by DTC under the Depository Agreement, the Holder of the Certificates on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC,

notwithstanding the ownership of each actual purchaser or owner of each Certificate (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general, the City covenants and agrees with the Holders of the Certificates to cause Certificates to be printed in definitive form and provide for the appropriate Certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Certificates in definitive form shall be assigned, transferred and exchanged on the appropriate Security Register maintained by the Paying Agent/Registrar and payment of such Certificates shall be made in accordance with the provisions hereof other than this Section.

SECTION 7: Execution - Registration. The Certificates shall be executed on behalf of the City by the Mayor or Mayor Pro Tem under its seal reproduced or impressed thereon and countersigned by the City Secretary. The signatures of said officers on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the Certificate Date shall be deemed to be duly executed on behalf of the City, notwithstanding that one or more of the individuals executing such Certificates shall cease to be such officers at the time of delivery of the Certificates to the initial purchaser(s) and with respect to Certificates delivered in subsequent exchanges and transfers, all as authorized and provided in the Texas Government Code, Chapter 1201, as amended.

No definitive Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificate a certificate of registration substantially in the form provided in Section 9(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and such manually executed certificate upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified, registered and delivered.

No Initial Certificate (as defined below) shall be entitled to any right or benefit under this Ordinance or be valid or obligatory for any purpose unless there appears on such Initial Certificate a certificate of registration substantially in the form provided in Section 9(c), executed manually or by facsimile by the Comptroller of Public Accounts of the State of Texas, or a duly authorized agent.

SECTION 8: Initial Certificate. The Certificates herein authorized shall be initially issued as a single fully-registered certificate in the total principal amount with principal installments to become due and payable as provided in the Pricing Certificate and numbered T-1 (the "Initial Certificate") and shall be registered in the name of the initial purchaser or the designee thereof. The Initial Certificate shall be submitted to the Office of the Attorney General of the State of Texas for approval; certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas; and, delivered to the initial purchaser. Any time after the delivery of the Initial Certificate, the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser, or the designee thereof, shall cancel the Initial Certificate and exchange it for definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified for such purpose; all pursuant to and in accordance with such written instructions from the initial purchaser, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms.

(a) Forms Generally. The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to appear on each of the Certificates, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and to be completed and modified with the information set forth in the Pricing Certificate and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Certificates, or any maturities thereof, are purchased with insurance) and any reproduction of an opinion of counsel thereon as may, consistently herewith, be established by the City or determined by the Pricing Officer. Any portion of the text of any Certificates may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Certificate.

The definitive Certificates and the Initial Certificates shall be printed, lithographed, engraved, typewritten, photocopied, or produced in any other similar manner, all as determined by the officers executing such Certificates as evidenced by their execution.

(b) Form of Definitive Certificate.

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF MIDLAND, TEXAS
TAX AND LIMITED PLEDGE REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2024

Certificate Date:
_____, 2024

Interest Rate:
_____ %

Stated Maturity:

CUSIP NO:

Registered Owner:

Principal Amount:

The City of Midland (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Midland and Martin, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the Principal Amount stated above, on the Stated Maturity date specified above (or so much thereof as shall not have been paid upon prior redemption) and to pay interest (computed on the basis of a 360-day year consisting of twelve 30-day months) on the unpaid Principal Amount hereof from the date of initial delivery of the Certificates at the per annum rate of interest specified above; such interest being payable on March 1 and September 1 of each year, commencing _____ 1, 20____. Principal of this Certificate is payable at its Stated Maturity or date of redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest

is payable to the registered owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the _____ day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States mail, first-class postage prepaid, to the address of the registered owner recorded in the Security Register on the Record Date or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the registered owner hereof and in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$_____ (the "Certificates") for the purpose of paying contractual obligations to be incurred for (i) acquiring, constructing, improving and equipping solid waste disposal facilities, including the purchase of land, rights-of-way and equipment therefor, (ii) improving, constructing and equipping municipal golf facilities, including the purchase of land, rights-of-way and equipment therefor, (iii) improving and extending the City's waterworks and sewer system, including the purchase of land, rights-of-way and equipment therefor and (iv) paying professional services rendered in connection therewith, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, Texas Government Code, Chapter 1371, as amended, and pursuant to an Ordinance adopted by the governing body of the City (herein referred to as the "Ordinance").

The Certificates maturing on and after March 1, 20____, may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on March 1, 20____, or on any date thereafter.

The redemption price shall be par, together with accrued interest to the date of redemption and thirty (30) days prior written notice shall be sent by United States Mail, first class postage prepaid, to the registered owners of the Certificates to be redeemed. All redemptions are subject to the terms and provisions relating thereto contained in the Ordinance. If this Certificate (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Certificate (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor, provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event a portion of the principal amount of a Certificate is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Certificate to the Paying Agent/Registrar at its Designated Payment/Transfer Office, and a new Certificate or Certificates of like maturity and interest rate in any authorized denominations

provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner without charge. If a Certificate is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Certificate to an assignee of the registered owner within forty-five (45) days of the redemption date; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Certificate redeemed in part.

With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

The Certificates are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City and are additionally payable from and secured by a lien on and limited pledge of the Net Revenues (as defined in the Ordinance) of the City's Waterworks and Sewer System (the "System"), such lien and pledge being limited to an amount not in excess of \$1,000 and being junior and subordinate to the lien on and pledge of the Net Revenues of the System securing the payment of "Prior Lien Obligations" (as defined in the Ordinance) now outstanding and hereafter issued by the City. In the Ordinance, the City reserves and retains the right to issue Prior Lien Obligations while the Certificates are outstanding without limitation as to principal amount but subject to any terms, conditions or restrictions as may be applicable thereto under law or otherwise and additional certificates equally and ratably secured with the Certificates by a parity lien on and pledge of the Net Revenues of the System.

Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all the provisions of which the Registered Owner hereof by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Certificates; the properties constituting the System; the Net Revenues pledged to the payment of the principal of and interest on the Certificates; the nature and extent and manner of enforcement of the limited pledge; the terms and conditions relating to the transfer of this Certificate; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the registered owners of the Certificates; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the tax levy and the liens, pledges, charges and covenants made therein may be discharged at or prior to the maturity of this Certificate, and this Certificate deemed to be no longer Outstanding thereunder; and for the other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the Registered Owner hereof, or his or her duly authorized agent. When a transfer on the Security Register occurs, one or more fully registered Certificates

of authorized denominations and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, may treat the Registered Owner hereof whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to payment of principal hereof at its Stated Maturity or its date of redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each registered owner appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented, and covenanted that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Certificates to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Certificates do not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Certificates by the levy of a tax and a pledge of the Net Revenues of the System as aforestated. In case any provision in this Certificate or any application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Certificate to be duly executed under the official seal of the City as of the Certificate Date.

CITY OF MIDLAND, TEXAS

[Mayor][Mayor Pro Tem]

COUNTERSIGNED:

City Secretary

(SEAL)

(c) Form of Registration Certificate of Comptroller of Public Accounts to Appear on Initial Certificates only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER
OF PUBLIC ACCOUNTS

§
§
§
§

REGISTER NO. _____

THE STATE OF TEXAS

I HEREBY CERTIFY that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

(d) Form of Certificate of Paying Agent/Registrar to appear on definitive Certificates only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Certificate has been duly issued and registered under the provisions of the within-mentioned Ordinance; the certificate or certificates of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated offices of the Paying Agent/Registrar in _____, _____ is the Designated Payment/Transfer Office of the Certificate.

_____, _____
as Paying Agent/Registrar

Registration Date:

By: _____

Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee:) _____

(Social Security or other identifying number: _____) the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature Guaranteed:

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular.

(f) The Initial Certificate(s) shall be in the form set forth in paragraph (b) of this Section, except that the form of the fully registered Initial Certificate shall be modified as follows:

The Heading and the first paragraph shall be amended as follows:

REGISTERED
NO. T-1

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF MIDLAND, TEXAS
TAX AND LIMITED PLEDGE REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2024

Certificate Date: _____, 2024

Registered Owner: _____

Principal Amount: _____ DOLLARS

The City of Midland (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Midland and Martin, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on _____ in each of the years and in principal amounts and bearing interest at per annum rates in accordance with the following schedule:

<u>Year of</u> <u>Stated Maturity</u>	<u>Principal</u> <u>Amount (\$)</u>	<u>Interest</u> <u>Rates (%)</u>
--	--	-------------------------------------

(Information to be inserted from the Pricing Certificate)

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest (computed on the basis of a 360-day year consisting of twelve 30-day months) on the unpaid Principal Amount hereof from the date of initial delivery of the Certificates at the per annum rate of interest specified above; such interest being payable on _____ and _____ of each year, commencing _____ 1, 20____. Principal of this Certificate is payable at its Stated Maturity or redemption to the Registered Owner hereof, by _____, _____ (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated offices initially in _____, _____, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the Registered Owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the _____ day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States mail, first-class postage prepaid, to the address of the Registered Owner recorded in the Security Register on the Record Date or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the Registered Owner hereof and in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts.

SECTION 10: Definitions. For purposes of this Ordinance and for clarity with respect to the issuance of the Certificates herein authorized, and the levy of taxes and appropriation of Net Revenues for the Certificates, the following definitions are provided:

(a) The term "*Additional Certificates*" shall mean combination tax and revenue certificates of obligation hereafter issued under and pursuant to the provisions of the Act, or similar law hereafter enacted and payable from ad valorem taxes and additionally payable from and secured by a parity lien on and pledge of the Net Revenues of the System of equal rank and dignity with the lien and pledge securing the payment of the Certificates.

(b) The term "*Certificates*" shall mean the "CITY OF MIDLAND, TEXAS, TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024" or the designation specified in the Pricing Certificate and authorized by this Ordinance.

(c) The term "*Certificate Fund*" shall mean the special fund created and established under the provisions of Section 11 of this Ordinance.

(d) The term "*Collection Date*" shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date annual ad valorem taxes levied each year by the City become delinquent.

(e) The term "*Fiscal Year*" shall mean the annual financial accounting period used with respect to the operations of the System now ending on September 30th of each year; provided, however, the City Council may change, by ordinance duly passed, such annual financial

accounting period to end on another date if such change is found and determined to be necessary for budgetary or other fiscal purposes.

(f) Unless otherwise modified by the Pricing Officer, the term “Government Securities” as used herein, shall mean (a) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (b) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and on the date of their acquisition or purchase by the City are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (d) any other then authorized securities or obligations that may be used to defease obligations such as the Certificates under the then applicable laws of the State of Texas.

(g) The term “*Gross Revenues*” shall mean all income, revenues, and receipts of every nature derived from or received by virtue of the operation of the System, including interest income and earnings received from the investment of moneys in any special funds created for the payment and security of the Prior Lien Obligations and other obligations payable in whole or in part from and secured by a lien on and pledge of the Net Revenues.

(h) The term “*Net Revenues*” shall mean the Gross Revenues of the System, with respect to any period, after deducting the System’s Operating and Maintenance Expenses during such period.

(i) The term “*Operating and Maintenance Expenses*” shall mean all current expenses of maintenance and operation thereof, including all salaries, labor, materials, repairs and extensions necessary to render efficient service, provided, however, that only such expenses for repairs and extensions as in the judgment of the City Council, reasonably and fairly exercised, are necessary to keep the System in operation and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair any obligations payable from the Net Revenues of the System, shall be deducted in determining “Net Revenues.” Contractual payments for the purchase of water or the treatment of sewage shall be a maintenance and operating expense of the System to the extent provided in the contract incurred therefor and as may be authorized by statute. Depreciation shall never be considered as an expense of operation and maintenance.

(j) The term “*Outstanding*” when used in this Ordinance with respect to Certificates means, as of the date of determination, all Certificates theretofore issued and delivered under this Ordinance, except:

(i) those Certificates canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(ii) those Certificates deemed to be duly paid by the City in accordance with the provisions of Section 24 hereof; and

(iii) those Certificates that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 28 hereof.

(k) The term “*Prior Lien Obligations*” shall mean all bonds or other similar obligations that are payable in whole or in part from and secured by a lien on and pledge of the Net Revenues of the System which is prior and superior in claim, rank and dignity to the lien on and pledge of the Net Revenues securing the payment of the Certificates.

(l) The term “*System*” shall mean the City’s existing waterworks and sewer system, including, but not limited to, all properties (real, personal or mixed and tangible or intangible) owned, operated, maintained, and vested in the City for the supply, treatment and distribution of treated water for domestic, commercial, industrial and other uses, and the collection and treatment of water carried wastes, together with all future additions, extensions, replacements and improvements to the System.

SECTION 11: Certificate Fund. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption and retirement of the Certificates, there shall be and is hereby created a special fund to be designated “SPECIAL 2024 CITY OF MIDLAND, TEXAS, TAX AND LIMITED PLEDGE REVENUE CERTIFICATE OF OBLIGATION FUND”, and all moneys deposited to the credit of such Certificate Fund shall be kept and maintained at the City’s depository bank, and moneys deposited in said Certificate Fund shall be used for no other purpose. Proper officers of the City are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for the Certificates, from funds on deposit in the Certificate Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Certificates as the same accrues or matures or comes due by reason of redemption prior to maturity; such transfers of funds to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar for the Certificates at the close of business on the last business day next preceding each interest and/or principal payment date for the Certificates.

Pending the transfer of funds to the Paying Agent/Registrar, money in the Certificate Fund may, at the option of the City, be invested in obligations identified in, and in accordance with the provisions of the “Public Funds Investment Act,” Texas Government Code, Chapter 2256, as amended, relating to the investment of “bond proceeds”; provided that all such investments shall be made in such a manner that the money required to be expended from said Certificate Fund will be available at the proper time or times. All interest and income derived from deposits and investments in the Certificate Fund shall be credited to, and any losses debited to, the said Certificate Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Certificates.

SECTION 12: Tax Levy. To provide for the payment of the “Debt Service Requirements” on the Certificates being (i) the interest on said Certificates and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied, within the limitations prescribed by law, for the current year and each succeeding year thereafter while said Certificates or any interest thereon shall remain Outstanding, a sufficient tax on each one hundred dollars’ valuation of taxable property in said City, adequate to pay such Debt Service Requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be deposited into the Certificate Fund.

This governing body hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the said Debt Service Requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

PROVIDED, however, with regard to any payment to become due on the Certificates prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the Certificate Date, if any, sufficient current funds will be available and are hereby appropriated to make such payments; and the Mayor, Mayor Pro Tem, City Manager, Director of Finance and City Secretary of the City, individually or jointly, are hereby authorized and directed to transfer and deposit in the Certificate Fund such current funds which, together with any accrued interest received from the initial purchasers, will be sufficient to pay the payments due on the Certificates prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the Certificate Date.

The amount of taxes to be provided annually for the payment of the principal of and interest on the Certificates shall be determined and accomplished in the following manner:

(a) Prior to the date the City Council establishes the annual tax rate and passes an ordinance levying ad valorem taxes each year, the City Council shall determine:

(i) The amount on deposit in the Certificate Fund after (a) deducting the total amount of Debt Service Requirements to become due on Certificates prior to the Collection Date for the ad valorem taxes to be levied and (b) adding to that amount the amount of Net Revenues of the System appropriated and allocated to pay such Debt Service Requirements prior to the Collection Date for the ad valorem taxes to be levied.

(ii) The amount of Net Revenues and other lawfully available revenues, if any, that are appropriated and to be set aside for the payment of the Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(iii) The amount of Debt Service Requirements to become due and payable on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(b) The amount of taxes to be levied annually each year to pay the Debt Service Requirements on the Certificates shall be the amount established in paragraph (iii) above less the sum total of the amounts established in paragraphs (i) and (ii), after taking into consideration delinquencies and costs of collecting such annual taxes.

SECTION 13: Limited Pledge of Net Revenues. The City hereby covenants and agrees that subject to the prior lien on and pledge of the Net Revenues to the payment and security of the Prior Lien Obligations, the Net Revenues of the System, in an amount not to exceed \$1,000, are hereby irrevocably pledged, equally and ratably, to the payment of the principal of and interest on the Certificates. This limited pledge of \$1,000 of the Net Revenues made for the payment of the Certificates shall constitute a lien on the Net Revenues until such time as the City shall pay all of such \$1,000 in Net Revenues, after which time the pledge shall cease, all in accordance with the terms and provisions of this Ordinance; this limited pledge shall be junior and subordinate to the lien on and pledge of Net Revenues of the System securing the payment of "Prior Lien

Obligations” (as defined in the Ordinance) now outstanding and hereafter issued by the City; and, this limited pledge shall be valid and binding without further action by the City.

SECTION 14: System Fund. The City hereby covenants and agrees that all Gross Revenues (excluding earnings from the investment of money held in any special funds or accounts created for the payment and security of Prior Lien Obligations) shall be deposited from day to day as collected into a “City of Midland Waterworks and Sewer System Fund” (hereinafter called “System Fund”) which Fund shall be kept and maintained at an official depository bank of the City. All moneys deposited in the System Fund shall be pledged and appropriated to the extent required for the following purposes and in the order of priority shown, to wit:

First: To the payment of all necessary and reasonable Operating and Maintenance Expenses of the System as defined herein or required by statute to be a first charge on and claim against the Gross Revenues;

Second: To the payment of the amounts required to be deposited in the special Funds created and established for the payment, security and benefit of Prior Lien Obligations in accordance with the terms and provisions of the ordinances authorizing the issuance of Prior Lien Obligations; and

Third: To the payment of the amounts required to be deposited in the special funds and accounts created and established for the payment of the Certificates and Additional Certificates.

Any Net Revenues remaining in the System Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be appropriated and used for any other City purpose now or hereafter permitted by law.

SECTION 15: Deposits to Certificate Fund. The City hereby covenants and agrees to cause to be deposited in the Certificate Fund from the pledged Net Revenues in the System Fund, an amount not to exceed \$1,000.

The City covenants and agrees that the amount of pledged Net Revenues (\$1,000), together with ad valorem taxes levied, collected, and deposited in the Certificate Fund for and on behalf of the Certificates, will be an amount equal to one hundred percent (100%) of the amount required to fully pay the interest and principal due and payable on the Certificates. In addition, any surplus proceeds from the sale of the Certificates not expended for authorized purposes shall be deposited in the Certificate Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said Fund from ad valorem taxes and the Net Revenues.

SECTION 16: Security of Funds. All moneys on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and moneys on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

SECTION 17: Maintenance of System - Insurance. While the Certificates remain Outstanding, the City covenants and agrees to maintain and operate the System with all possible efficiency and to maintain casualty and other insurance on the properties of the System and its operations of a kind and in such amounts customarily carried by municipal corporations in the

State of Texas engaged in a similar type business; and that it will faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State of Texas.

SECTION 18: Rates and Charges. The City hereby covenants and agrees that rates and charges for services provided by the System will be established and maintained, on the basis of all available information and experience and with due allowance for contingencies, that are reasonably expected to provide Gross Revenues to pay:

- (a) Operating and Maintenance Expenses of the System;
- (b) the interest on and principal of Prior Lien Obligations and the amounts required to be deposited into any special Funds created and established for the payment and security of the Prior Lien Obligations;
- (c) the amounts required to be deposited in the special Funds or Accounts (the Certificate Fund) created for the payment of the Certificates and Additional Certificates;
- (d) any other legally incurred indebtedness payable from the revenues of the System and/or secured by a lien on the System or the revenues thereof.

SECTION 19: Records and Accounts - Annual Audit. The City further covenants and agrees that while any Certificates remain Outstanding, it will keep and maintain accurate and complete records and accounts pertaining to the ownership, operation and maintenance of the System. The Holders of the Certificates or any duly authorized agent or agents of such Holders shall have the right to inspect the System and all properties comprising the same. The City further agrees that following the close of each Fiscal Year, it will cause an audit of such books and accounts to be made by an independent firm of Certified Public Accountants. Copies of each annual audit shall be furnished to the Executive Director of the Municipal Advisory Council of Texas at his or her office in Austin, Texas and are available at the City's website, currently www.ci.midland.tx.us.

SECTION 20: Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City (a) defaults in the payments to be made to the Certificate Fund, or (b) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance, any Holder shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 21: Special Covenants. The City hereby further covenants as follows:

- (a) It has the lawful power to pledge the Net Revenues of the System supporting this issue of Certificates and has lawfully exercised said powers under the Constitution and laws of the State of Texas, including said power existing Texas Government Code, Chapter 1502, as amended, and Texas Local Government Code, Subchapter C of Section 271, as amended.

(b) Other than for the payment of the outstanding Prior Lien Obligations and the Certificates, the Net Revenues of the System are not in any manner pledged to the payment of any debt or obligation of the City or of the System.

(c) While any Certificates remain Outstanding, the City will not sell, lease, or encumber the System or any substantial part thereof; provided that this covenant shall not be construed to prohibit the sale of such machinery, or other properties or equipment which has become obsolete or otherwise unsuited to the efficient operation of the System.

(d) To the extent that it legally may, while any of the Certificates are Outstanding, no franchise shall be granted for the installation or operation of any competing waterworks and sanitary sewer systems other than those owned by the City, and the operation of any such systems by anyone other than the City shall be prohibited.

SECTION 22: Issuance of Prior Lien Obligations and Additional Certificates. The City hereby expressly reserves the right to issue Prior Lien Obligations, without limitation as to principal amount but subject to any terms, conditions or restrictions applicable under law or otherwise, and, also reserves the right to issue Additional Certificates which, together with the Certificates, shall be secured by a parity lien on and pledge of the Net Revenues of the System.

SECTION 23: Subordinate to Prior Lien Obligations, Covenants and Agreements. It is the intention of this governing body and accordingly hereby recognized and stipulated that the provisions, agreements and covenants contained herein bearing upon the management and operations of the System and the administering and application of revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements and covenants contained in ordinances authorizing the issuance of Prior Lien Obligations, and to the extent of any irreconcilable conflict between the provisions contained herein and in ordinances authorizing the issuance of Prior Lien Obligations, the provisions, agreements and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Ordinance but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the holders or owners of the Prior Lien Obligations. Notwithstanding the above, any change or modification affecting the application of revenues derived from the operation of the System shall not impair the obligation of contract with respect to the pledge of revenues herein made for the payment and security of the Certificates.

SECTION 24: Satisfaction of Obligations of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance; then the pledge of taxes levied and the lien on and limited pledge of the Net Revenues of the System (to the extent such limited pledge of Net Revenues shall not have been discharged or terminated by prior payment of principal of or interest on the Certificates) under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall cease, terminate, and be discharged and satisfied.

Certificates shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at maturity or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities (as defined in Section 10(f) above) shall have been

irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting or consulting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The City reserves the right, subject to satisfying the requirements of (i) and (ii) above, to substitute other Government Securities for the Government Securities originally deposited, to reinvest the uninvested moneys on deposit for such defeasance and to withdraw for the benefit of the City moneys in excess of the amount required for such defeasance. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Certificates to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

The City reserves the option, to be exercised at the time of the defeasance of the Certificates, to call for redemption, at an earlier date, those Certificates which have been defeased to their maturity date, if the City: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Certificates for redemption; (ii) gives notice of the reservation of that right to the owners of the Certificates immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

Any moneys so deposited with the Paying Agent/Registrar and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three (3) years after the maturity, or applicable redemption date, of the Certificates such moneys were deposited and are held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

SECTION 25: Ordinance a Contract - Amendments. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Certificate remains Outstanding except as permitted in this Section. The City, may, without the consent of or notice to any Holders of the Certificates, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders of the Certificates, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of Holders of the Certificates holding a majority in aggregate principal amount of the Certificates then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Certificates, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium,

if any, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required to be held by Holders for consent to any such amendment, addition, or rescission.

SECTION 26: Notices to Holders - Waivers. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Certificates. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 27: Cancellation. All Certificates surrendered for payment, redemption, transfer, or exchange, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Certificates held by the Paying Agent/Registrar shall be returned to the City.

SECTION 28: Mutilated, Destroyed, Lost and Stolen Certificates. In case any Certificate shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Certificate of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Certificate, or in lieu of and in substitution for such destroyed, lost or stolen Certificate, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Certificate, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Certificate shall be borne by the Holder of the Certificate mutilated, or destroyed, lost or stolen.

Every replacement Certificate issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates; notwithstanding the enforceability of payment by anyone of the destroyed, lost or stolen Certificates.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Certificates.

SECTION 29: Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

“*Closing Date*” means the date on which the Certificates are first authenticated and delivered to the initial purchasers against payment therefor.

“*Code*” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“*Computation Date*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Gross Proceeds*” means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Certificates.

“*Investment*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Nonpurpose Investment*” means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

“*Rebate Amount*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Regulations*” means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Certificates. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“*Yield*” of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Certificates has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in Section 61 of the Code, of the Holder thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Certificates:

(i) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Certificates, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department, and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Certificates.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding

Certificate is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Certificates with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Certificates by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States out of the Certificate Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Certificates equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager and Director of Finance, either or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

(k) Qualified Tax-Exempt Obligations. The Pricing Officer is hereby authorized to designate in the Pricing Certificate the designation of the Certificates as "qualified tax-exempt obligations" in accordance with the provisions of the paragraph (3) of subsection (b) of Section

265 of the Code in the event the Certificates qualify for such designation and confirm that the Certificates are not “private activity bonds” as defined in the Code and confirm the amount of “tax-exempt obligations” to be issued by the City (including all subordinate entities of the City) for the calendar year in which the Certificates are issued will not exceed the applicable limitation.

SECTION 30: Sale of the Certificates – Approval of Official Statement. The Certificates authorized by this Ordinance are to be sold by the City to the Purchasers in accordance with a bond purchase agreement in the event of a negotiated sale, letter agreement to purchase in the event of a private placement, or the successful bid form in the event of a competitive sale, as applicable (the “Purchase Contract”), the terms and provisions of which Purchase Contract are to be determined by the Pricing Officer in accordance with Section 3 hereof. The Pricing Officer is hereby authorized and directed to execute the Purchase Contract for and on behalf of the City, as the act and deed of this Council, and to make a determination as to whether the terms are in the City’s best interests, which determination shall be final.

With regard to such terms and provisions of the Purchase Contract, the Pricing Officer is hereby authorized to come to an agreement with the Purchasers on the following, among other matters:

1. The details of the purchase and sale of the Certificates;
2. The details of any public offering of the Certificates by the Purchasers, if any;
3. The details of any Official Statement or similar disclosure document (and, if appropriate, any Preliminary Official Statement) relating to the Certificates and the City’s Rule 15c2-12 compliance, if applicable;
4. A security deposit for the Certificates, if any;
5. The representations and warranties of the City to the Purchasers;
6. The details of the delivery of, and payment for, the Certificates;
7. The Purchasers’ obligations under the Purchase Contract;
8. The certain conditions to the obligations of the City under the Purchase Contract;
9. Termination of the Purchase Contract;
10. Particular covenants of the City;
11. The survival of representations made in the Purchase Contract;
12. The payment of any expenses relating to the Purchase Contract;
13. Notices; and
14. Any and all such other details that are found by the Pricing Officer to be necessary and advisable for the purchase and sale of the Certificates.

The Mayor or Mayor Pro Tem and City Secretary of the City and the Pricing Officer are each further authorized and directed to deliver for and on behalf of the City copies of a Preliminary

Official Statement and Official Statement prepared in connection with the offering of the Certificates by the Purchasers, in final form as may be required by the Purchasers, and such final Official Statement as delivered by said officials shall constitute the Official Statement authorized for distribution and use by the Purchasers.

SECTION 31: Proceeds of Sale. The proceeds of sale of the Certificates, less accrued interest, if any and those proceeds of sale designated to pay costs of issuance and any additional proceeds being deposited to the Certificate Fund as specified in the Pricing Certificate, shall be deposited in a construction fund maintained at a City depository bank. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments pursuant to the Public Funds Investment Act, Texas Government Code Chapter 2256, as amended, and, any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Certificate Fund as shall be determined by the City Council. Any accrued interest and all surplus proceeds of sale of the Certificates, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Certificate Fund.

SECTION 32: Control and Custody of Certificates. The Mayor or Mayor Pro Tem of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing of the Certificates, and shall take and have charge and control of the Initial Certificates pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

Furthermore, the Mayor, Mayor Pro Tem, City Secretary, City Manager and Director of Finance, any one or more of said officials, are hereby authorized and directed to furnish and execute such documents and certifications relating to the City and the issuance of the Certificates, including a certification as to facts, estimates, circumstances and reasonable expectations pertaining to the use and expenditure and investment of the proceeds of the Certificates as may be necessary for the approval of the Attorney General, registration by the Comptroller of Public Accounts and delivery of the Certificates to the purchasers thereof and, together with the City's financial advisor, bond counsel and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Certificates to the initial purchaser(s) and the exchange thereof for definitive Certificates.

SECTION 33: Continuing Disclosure Undertaking. This Section shall apply unless the Pricing Officer determines in the Pricing Certificate that an undertaking is not required pursuant to the Rule (defined below).

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

(b) Annual Reports.

The City shall provide annually to the MSRB (1) within 270 days after the end of each fiscal year, beginning in or after the year stated in the Pricing Certificate, financial information and operating data with respect to the City of the general type of information contained in the Official Statement approved by the Pricing Officer and described in the Pricing Certificate, and (2) within twelve months after the end of each fiscal year ending in or after the year specified in the Pricing Certificate, audited financial statements of the City. If audited financial statements are not available within 12 months after the end of any fiscal year, the City will provide unaudited financial statements by the required time, and audited financial statements when and if such audited financial statements become available. Any financial statements so provided shall be prepared in accordance with the accounting principles described in the Pricing Certificate, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB’s Internet Web site or filed with the SEC.

(c) Notices of Certain Events.

The City shall provide notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than ten (10) business days after occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
7. Modifications to rights of holders of the Certificates, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;

11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in item 12 of the immediately preceding paragraph is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City and (b) the City intends the words used in the immediately preceding paragraphs 15 and 16 in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) Filings with the MSRB.

All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments.

The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the City in any event will give the notice

required by subsection (c) of this Section of any Certificate calls and defeasance that cause the City to be no longer such an “obligated person.”

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Certificates; and, nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section. Except as expressly provided within this Section, the City does not undertake to provide any other information, whether or not it may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects; nor does the City undertake to update any information provided in accordance with this Section or otherwise. Furthermore, the City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Certificates. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City’s right to do so would not prevent underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 34: Bond Counsel's Opinion. The Purchaser's obligation to accept delivery of the Certificates is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Dallas, Texas, approving the Certificates as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Certificates. The City Council confirms the continuation of the engagement of Norton Rose Fulbright US LLP as the City's bond counsel.

SECTION 35: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Director of Finance and City Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Certificates. In addition, prior to the initial delivery of the Certificates, the City Manager, Mayor, Mayor Pro Tem, Director of Finance or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Certificates by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 36: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor attorneys approving said Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

SECTION 37: Municipal Bond Insurance. The Certificates may be sold with the principal of and interest thereon being insured by a municipal bond insurance provider authorized to transact business in the State of Texas. The Pricing Officer is hereby authorized to make the selection of municipal bond insurance (if any) for the Certificates and make the determination of the provisions of any commitment therefor.

SECTION 38: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

SECTION 39: Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 40: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 41: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 42: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 43: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 44: Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 45: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, Texas Government Code, as amended.

SECTION 46: Effective Date. In accordance with the provisions of Section 1201.028, Texas Government Code, as amended, this Ordinance shall take effect and be in full force immediately from and after its date of adoption shown below.

[Remainder of page intentionally left blank]

PASSED AND APPROVED this the 23rd day of July, 2024.

CITY OF MIDLAND, TEXAS

Lori Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

(City Seal)

APPROVED AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT A

Form of Paying Agent/Registrar Agreement

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of _____, 2024 (this "Agreement"), by and between _____ Bank, a national association duly organized and existing under the laws of the United States of America, or its successors (the "Bank") and the City of Midland, Texas (the "Issuer").

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "City of Midland, Texas, Tax and Limited Pledge Revenue Certificates of Obligation, Series 2024" (the "Securities"), dated _____, 2024, such Securities scheduled to be delivered to the initial purchasers thereof on or about _____, 2024; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01 Appointment. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the "Authorizing Document" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Authorizing Document.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02 Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in **Annex A** attached hereto; provided however, notwithstanding anything herein or in Annex A to the contrary, the aggregate value of this agreement shall be less than the dollar limitation set forth in Sections 2271.002(a)(2), 2274.002(a)(2) and 2276.002(a)(2) of the Texas Government Code, as amended.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of

the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO DEFINITIONS

Section 2.01 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

“Acceleration Date” on any Security means the date, if any, on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

“Authorizing Document” means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

“Bank Office” means the designated office of the Bank at the address shown in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

“Holder” and “Security Holder” each means the Person in whose name a Security is registered in the Security Register.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

“Predecessor Securities” of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Authorizing Document).

“Redemption Date”, when used with respect to any Security to be redeemed, means the date fixed for such redemption pursuant to the terms of the Authorizing Document.

“Responsible Officer”, when used with respect to the Bank, means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any

other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Security Register” means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

“Stated Maturity” means the date specified in the Authorizing Document the principal of a Security is scheduled to be due and payable.

Section 2.02 Other Definitions. The terms “Bank,” “Issuer,” and “Securities (Security)” have the meanings assigned to them in the recital paragraphs of this Agreement.

The term “Paying Agent/Registrar” refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE PAYING AGENT

Section 3.01 Duties of Paying Agent. As Paying Agent, the Bank shall pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the following address:

_____ Bank

Attention: _____

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date (as defined in the Authorizing Document). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first class postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder’s risk and expense.

Section 3.02 Payment Dates. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Authorizing Document.

ARTICLE FOUR REGISTRAR

Section 4.01 Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the “Security Register”) for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other

information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. The Bank represents and warrants that it will at all times have immediate access to the Security Register by electronic or other means and will be capable at all times of producing a hard copy of the Security Register for use by the Issuer. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, such written instrument to be in a form satisfactory to the Bank and duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02 Securities. The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03 Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04 List of Security Holders. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05 Return of Cancelled Securities. The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06 Mutilated, Destroyed, Lost or Stolen Securities. The Issuer hereby instructs the Bank, subject to the provisions of the Authorizing Document, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, destroyed, lost or stolen, the Bank may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such mutilated, destroyed, lost or stolen Security, only upon the approval of the Issuer and after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, destroyed, lost or stolen.

Section 4.07 Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE FIVE THE BANK

Section 5.01 Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02 Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality

of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, Issuer's financial advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.03 Recitals of Issuer. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04 May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05 Moneys Held by Bank - Paying Agent Account/Collateralization. A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer under this Agreement for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such paying agent account shall be made by check drawn on such account unless the owner of the Securities shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

Section 5.06 Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07 Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative office of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.08 DTC Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

ARTICLE SIX MISCELLANEOUS PROVISIONS

Section 6.01 Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03 Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page(s) hereof.

Section 6.04 Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05 Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06 Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07 Merger, Conversion, Consolidation, or Succession. Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

Section 6.08 Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.09 Entire Agreement. This Agreement and the Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Authorizing Document, the Authorizing Document shall govern.

Section 6.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.11 Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Notwithstanding anything contained herein, the representations and covenants contained in this Section 6.12 shall survive the termination of this Agreement until the statute of limitations has run.

Section 6.12 Iran, Sudan or Foreign Terrorist Organizations. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other

affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on the following page of such officer's internet website:

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Section 6.13 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

_____ BANK]

By: _____

Title: _____

Address: _____

CITY OF MIDLAND, TEXAS

By: _____
_____ and Pricing Officer

Address: 300 N. Loraine
Midland, Texas 79701

RESOLUTION NO. _____

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

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

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

WHEREAS, a comprehensive capital funding plan is necessary to finance critical water and sewer infrastructure projects;

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

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

SECTION TWO. That the City Council hereby expresses the intent to undertake the Plan. Debt issuance to provide financing is planned to occur over a period of years. As of the date of this resolution, the total amounts planned to be financed, including 2024 issuance of certificates of obligation, are \$65 million.

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

Council members voting "AYE":

Council members voting "NAY":

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Christy Weakland, Director of Finance

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

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

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

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

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



City Council Meeting

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

Purpose:

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

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

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

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

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

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



City Manager's Office

RESOLUTION NO. 2024 - 075

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

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

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

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

SECTION ONE. That the City Secretary is hereby authorized and directed to cause notice to be published of the Council’s intention to issue certificates of obligation in the principal amount not to exceed THIRTY ONE MILLION DOLLARS (\$31,000,000), in one or more series,

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

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

On motion of Council member Ladd, seconded by Council member Dufford, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the 14th day of May, A.D., 2024, by the following vote:

Council members voting "AYE": Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman.

Council members voting "NAY": None.

Lori Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT A

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

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

Marcia Bentley-German
City Secretary
City of Midland, Texas



City Council Meeting

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

Purpose:

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

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

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

Morris Williams Jr.

City Manager's Office

RESOLUTION NO. 2024 - 085

**A RESOLUTION APPROVING AND AUTHORIZING
PUBLICATION OF NOTICE OF INTENTION TO ISSUE
CERTIFICATES OF OBLIGATION IN AN AMOUNT NOT
TO EXCEED TWENTY FIVE MILLION AND NO/100
DOLLARS (\$25,000,000.00)**

WHEREAS, the City Council of the City of Midland, Texas (the “City”), has determined that certificates of obligation should be issued under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended, for the purposes of (i) improving and extending the City’s waterworks and sewer system, including the purchase of land, rights-of-way and equipment therefor and (ii) paying professional services rendered in connection therewith; and

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

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

SECTION ONE. That the City Secretary is hereby authorized and directed to cause notice to be published of the Council’s intention to issue certificates of obligation in the principal amount not to exceed TWENTY FIVE MILLION DOLLARS (\$25,000,000), in one or more series, for the purpose of paying contractual obligations to be incurred for (i) improving and extending the City’s waterworks and sewer system, including the purchase of land, rights-of-way

and equipment therefor and (ii) paying professional services rendered in connection therewith, such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the City's waterworks and sewer system. The notice hereby approved and authorized to be published shall read substantially in the form and content of **Exhibit A** hereto attached and incorporated herein by reference as a part of this resolution for all purposes.

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

On motion of Council member Poole, seconded by Council member Stretcher Burkes, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the 28th day of May, A.D., 2024, by the following vote:

Council members voting "AYE": Davidson, Stretcher Burkes, Poole, Blong, Ladd, Norman

Council members voting "NAY": None.

Lori Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT A

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

TAKE NOTICE that the City Council of the City of Midland, Texas, shall convene at 10:00 A.M. on July 23, 2024, at Midland City Hall at 300 N. Loraine, Midland, Texas, and, during such meeting, the City Council will consider the passage of an ordinance authorizing the issuance of certificates of obligation in an amount not to exceed TWENTY FIVE MILLION DOLLARS (\$25,000,000) for the purpose of paying contractual obligations to be incurred for (i) improving and extending the City's waterworks and sewer system, including the purchase of land, rights-of-way and equipment therefor and (ii) paying professional services rendered in connection therewith, such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the City's waterworks and sewer system. In accordance with Texas Local Government Code Section 271.049 (i) the current principal amount of all of the City's outstanding public securities secured by and payable from ad valorem taxes is \$496,445,000; (ii) the current combined principal and interest required to pay all of the City's outstanding public securities secured by and payable from ad valorem taxes on time and in full is \$812,333,779.20; (iii) the estimated combined principal and interest required to pay the certificates of obligation to be authorized on time and in full is \$37,587,520; (iv) the maximum interest rate for the certificates may not exceed the maximum legal interest rate; and (v) the maximum maturity date of the certificates to be authorized is March 1, 2050. The certificates are to be issued and this notice is given under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended.

Marcia Bentley-German
City Secretary
City of Midland, Texas



City Council Meeting

Item Number: 29

Meeting Date: July 23, 2024

To: City Council / City Manager

From: Gabe McClelland, Director

Subject: RESOLUTION DETERMINING A PUBLIC NECESSITY TO ACQUIRE (1) A 1.619-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (THE "PROPERTY") IN FEE SIMPLE FOR PUBLIC USE BY EMINENT DOMAIN FOR STREET AND PUBLIC UTILITY IMPROVEMENTS AND (2) A 20-FOOT-WIDE TEMPORARY CONSTRUCTION EASEMENT ABUTTING SAID PROPERTY BY EMINENT DOMAIN FOR PURPOSES OF CONSTRUCTING SAID IMPROVEMENTS; SAID PROPERTY AND TEMPORARY CONSTRUCTION EASEMENT BEING GENERALLY LOCATED ON THE WEST SIDE OF STATE HIGHWAY 158, APPROXIMATELY ONE-QUARTER OF A MILE NORTH OF STATE HIGHWAY 191; AND AUTHORIZING THE CITY MANAGER, THE DEPUTY CITY MANAGER, OR THE ASSISTANT CITY MANAGER TO TAKE ALL STEPS NECESSARY TO ACQUIRE THE NEEDED PROPERTY RIGHTS IN COMPLIANCE WITH ALL APPLICABLE LAWS (DISTRICT 4) (ENGINEERING SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)

Purpose:

To acquire the right of way in accordance to the City's Thoroughfare plan approved by City Council in 2020. Right of way is needed to extend public services that include water and sanitary sewer. Right of way is also needed for roadway improvements.

Recommended City Council Action:

Approve – Must use the following motion: I move that the City of Midland authorize the use of the power of eminent domain to acquire a 1.619-acre tract of land out of Section 35, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas in fee simple and a 20-foot-wide temporary construction easement on all sides of the aforementioned tract of land except the side abutting State Highway 158 for the construction, operation and maintenance of a water main,

wastewater main, drainage facilities, street improvements, and sidewalk improvements.

Fiscal Impact:

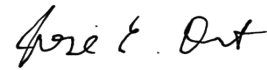
None

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

To acquire the right of way in accordance to the City's Thoroughfare plan approved by City Council in 2020. Right of way is needed to extend public services that include water and sanitary sewer. Right of way is also needed for roadway improvements. The development of this roadway will relieve traffic volume on other roadways and help with future development adjacent to SH 191. The development of this roadway is a proactive approach to improving infrastructure prior to development.



City Manager's Office

RESOLUTION NO. _____

RESOLUTION DETERMINING A PUBLIC NECESSITY TO ACQUIRE (1) A 1.619-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (THE “PROPERTY”) IN FEE SIMPLE FOR PUBLIC USE BY EMINENT DOMAIN FOR STREET AND PUBLIC UTILITY IMPROVEMENTS AND (2) A 20-FOOT-WIDE TEMPORARY CONSTRUCTION EASEMENT ABUTTING SAID PROPERTY BY EMINENT DOMAIN FOR PURPOSES OF CONSTRUCTING SAID IMPROVEMENTS; SAID PROPERTY AND TEMPORARY CONSTRUCTION EASEMENT BEING GENERALLY LOCATED ON THE WEST SIDE OF STATE HIGHWAY 158, APPROXIMATELY ONE-QUARTER OF A MILE NORTH OF STATE HIGHWAY 191; AND AUTHORIZING THE CITY MANAGER, THE DEPUTY CITY MANAGER, OR THE ASSISTANT CITY MANAGER TO TAKE ALL STEPS NECESSARY TO ACQUIRE THE NEEDED PROPERTY RIGHTS IN COMPLIANCE WITH ALL APPLICABLE LAWS

WHEREAS, the City Council of the City of Midland, Texas, has determined that a public need and necessity exists for the construction, operation and maintenance of a water main, wastewater main, drainage facilities, street improvements, and sidewalk improvements (collectively, the “Project”) for public use on a 1.619-acre tract of land out of Section 35, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas (the “Property”), said property being more fully described in **Exhibit A**, which is attached hereto and incorporated herein; and

WHEREAS, in conjunction with the Project, the City Council has determined that a public need and necessity exists for the City to acquire a 20-foot-wide temporary construction easement (the “Temporary Easement”) for the purpose of constructing the aforementioned improvements for public use on the Property, the area to which said Temporary Easement would apply being the remainder of the land in Section 35, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas, after the Property is conveyed to the City, that is located within 20 feet of all sides of the Property except the side abutting State Highway 158; and

WHEREAS, the City Council has determined that a public necessity exists for the acquisition of the Property in fee simple for the Project, which will be for public use; and

WHEREAS, the City Council has determined that a public necessity exists for the acquisition of the Temporary Easement to construct the Project, which will be for public use;

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

SECTION ONE. That all of the above recitals are true and correct legislative and factual findings of the City Council, and they are hereby approved, ratified and incorporated into the body of this resolution as if copied in their entirety.

SECTION TWO. That the City Council hereby authorizes the City Manager, the Deputy City Manager, or the Assistant City Manager (collectively, the “City Manager’s Office”) to execute all documents and take all actions, as needed, to acquire the necessary Property in fee simple and the Temporary Easement for the Project, which will be for public use.

SECTION THREE. That the City Council hereby finds and determines that a public necessity exists for the City (i) to acquire and use the Property for the construction, operation and maintenance of the Project, which will be for public use, and (ii) to acquire and use the Temporary Easement for the construction of the Project, which will be for public use.

SECTION FOUR. That the City Manager’s Office is hereby authorized and directed to negotiate for and to acquire the required Property in fee simple and the Temporary Easement for the City, and to acquire said rights in compliance with State and Federal law. The City Manager’s Office is specifically authorized and directed to do each and every act necessary to acquire the needed Property in fee simple and the Temporary Easement including, but not limited to, negotiate, make written offers to purchase, engage a qualified appraiser of the Property and Temporary Easement to be acquired when such appraisal is necessary, authorize and pay appraisal and litigation expenses incurred through a

condemnation process, and, if necessary, use eminent domain to condemn the Property and the area to be subject to the Temporary Easement.

SECTION FIVE. That the City Manager’s Office is authorized and directed to do each and every act and deed hereinabove specified or authorized by reference, subject to the availability of funds appropriated by the City Council for such purpose. The City Manager’s Office is specifically authorized to establish the just compensation for the acquisition of the Property in fee simple and the Temporary Easement. If the City Manager’s Office determines that an agreement as to damages or compensation cannot be reached, then the City Attorney or the City Attorney’s designee is hereby authorized and directed to file or cause to be filed, against the owners and interested parties of the subject Property, proceedings in eminent domain to acquire the above-stated interest in the Property and the Temporary Easement.

On motion of Council member _____, with the motion being stated as “I move that the City of Midland authorize the use of the power of eminent domain to acquire a 1.619-acre tract of land out of Section 35, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas in fee simple and a 20-foot-wide temporary construction easement on all sides of the aforementioned tract of land except the side abutting State Highway 158 for the construction, operation and maintenance of a water main, wastewater main, drainage facilities, street improvements, and sidewalk improvements,” 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:

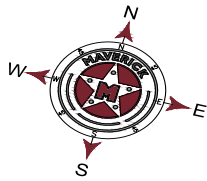
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Jose Ortiz, Assistant City Manager

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney



ORIGINAL SCALE: 1" = 150'

RADIUS = 550.00'
ARC LENGTH = 274.32'
CB = N 45°10'40" E
DIST. = 271.48'
Δ = 28°34'36"

N 30°32'30" W 100.00'
P.O.B.
1/2" CIRF "WAI 5714"

REMAINDER OF "TRACT 7"
CUMBERLAND & WESTERN
RESOURCES LLC
DOC. #2008-26873 D.R.M.C.T.

REMAINDER OF 17.345 ACRES
BASS PRO OUTDOOR
WORLD, LLC
DOC. #2023-7559
O.P.R.M.C.T.

(TIE) N 14°44'40" W - 811.53'

CORNER POINT BEARS
S.69°42'03"W, 0.23 FEET
FROM A 1/2" IRF

N 14°40'14" W 28.28'

N 30°55'14" E 384.19'

1/2" IRF

PROPOSED ROADWAY
1.619 ACRES, 70.531 SOFT

S 30°54'15" W 300.00'

1/2" IRF

WEST FORK ADDITION,
SECTION 2
DOC #2023-27969
P.R.M.C.T.

LOT 7

S 30°54'45" W 103.98'

LOT 6

RADIUS = 650.00'
ARC LENGTH = 324.17'
CB = S 45°11'11" W
DIST. = 320.82'
Δ = 28°34'28"

20' SANITARY SEWER EASEMENT
DOC. #2022-1306 - O.P.R.M.C.T.

20' COM WATER EASEMENT
V. 186 P. 36 - D.R.M.C.T.

LEGEND



FOUND 1/2" IRON ROD W/ CAP "WAI 5714"
UNLESS NOTED



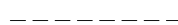
FOUND TxDOT "TYPE 1" MONUMENT



SET 1/2" IRF W/ CAP "MAVERICK FIRM #10194514"



BOUNDARY LINE



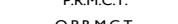
EXISTING PROPERTY LINES



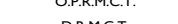
EXISTING EASEMENT LINE



PLAT RECORDS MIDLAND CO., TX



OFFICIAL PUBLIC RECORDS MIDLAND CO., TX



DEED RECORDS MIDLAND CO., TX

WEST FORK ADDITION,
SECTION 2
DOC# 2023-27969
P.R.M.C.T.

LOT 4

(PASS AT) 79.47'

(TIE) S 75°15'20" W - 921.30'

P.O.C
TxDOT TYPE 1 CONC.
MONUMENT
N: 10693732.66'
E: 1726261.95'

STATE HWY 191 (500' R.O.W.)
VOL. 715, PG. 287 - O.P.R.M.C.T.

SURVEY NOTES:

1. BASIS OF BEARING, COORDINATES, DISTANCES AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE, NORTH AMERICAN DATUM 1983, U.S. SURVEY FOOT WITH A CONVERGENCE ANGLE (theta) OF -0°56'51.02" AND A COMBINED SCALE FACTOR OF 0.999898361, AT A TxDOT ALUMINUM CAP CONTROL MARK LOCATED AT N.10693706.99, E.1726246.47, EL.2865.82.
2. 1/2" IRON ROD WITH RED PLASTIC CAP MARKED "MAVERICK FIRM # 10194514" AT ALL SET CORNERS, UNLESS OTHERWISE SPECIFIED.
3. SEE DOCUMENTS OR ELECTRONIC DATA FILED IN THE OFFICE OF MAVERICK ENGINEERING FOR COMPLETE RECONSTRUCTION OF THIS SURVEY.
4. SEE PAGE TWO FOR METES & BOUND LEGAL DESCRIPTION

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE SURVEY INFORMATION FOUND ON THIS PLAT WAS DERIVED FROM FIELD NOTES AND/OR ELECTRONIC DATA OF AN ACTUAL ON-THE-GROUND SURVEY MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND NO WARRANTY IS MADE OR INTENDED FOR THE LOCATION OF ANY OR ALL EASEMENTS THAT MAY EXIST WITHIN THE BOUNDS OF THIS SURVEY.

GREGORY W. SHOULTS, RPLS #5356
FIRM NO. TX #10194514

APRIL 1, 2024



"EXHIBIT A"

BOUNDARY SURVEY

OF A 1.619 ACRE TRACT OF LAND OUT OF A 17.345 ACRE TRACT OF LAND SITUATED IN SECTION 35, BLOCK 40, T-1-S, T&P RY. CO SURVEY, MIDLAND COUNTY, TEXAS



MAVERICK
CIVIL ENGINEERING / LAND SURVEYING

1909 West Wall Street, Suite "K"
Midland, Texas 79701

ENGINEER FIRM #: F-15089

SURVEY FIRM #: 10194514

July 23, 2024
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

JOB NO.: 220185
DRAWN BY: PH
REV I: 04.01.24

PACKET

29.7

SHEET 1 OF 2

LEGAL DESCRIPTION

FIELD NOTE DESCRIPTION OF A 1.619 ACRE TRACT OF LAND, SITUATED IN SECTION 35, BLOCK 40, TOWNSHIP 1 SOUTH, TEXAS and PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS, BEING A PORTION OF THAT SAME 17.345 ACRE TRACT OF LAND AS DESCRIBED IN "EXHIBIT A" OF A SPECIAL WARRANTY DEED FILED AS DOCUMENT NUMBER 2023-7559 OF THE OFFICIAL PUBLIC RECORDS (OPR) OF SAID MIDLAND COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT N.(Y):10693732.66, E.(X):1726261.95, A POINT WITHIN A TXDOT TYPE 1 CONCRETE MONUMENT (TYPE 1) FOUND AND ACCEPTED AS BEING ON THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 191, AS DESCRIBED IN VOLUME 715 ON PAGE 287 OF SAID "OPR", BEING THE SOUTHEAST CORNER OF LOT 4, BLOCK 1, WEST FORK ADDITION, SECTION 2, ACCORDING TO THE PLAT FILED AS INSTRUMENT NUMBER 2023-27969, PLAT RECORDS OF SAID MIDLAND COUNTY (PRMCT), AND THE SOUTHWEST CORNER OF LOT 3, BLOCK 1, WEST FORK ADDITION, ACCORDING TO THE PLAT FILED IN CABINET "M", ON PAGE 199, "PRMCT", WHENCE A ONE HALF INCH IRON ROD WITH A PLASTIC CAP MARKED "WAI 5714" (WAI) FOUND IN THE WEST LINE OF SAID 17.345 ACRE TRACT BEARS, S.75°15'20"W., 921.30 FEET AND N.14°44'40"W., 811.53 FEET FOR THE POINT OF BEGINNING AND THE SOUTHWEST CORNER HEREOF;

THENCE N.30°32'30"W., WITH THE WEST LINE OF SAID 17.345 ACRE TRACT 100.00 FEET TO A "WAI" FOUND FOR A POINT OF DEFLECTION FOR A CURVE TO THE LEFT HAVING A RADIUS OF 550.00 FEET AND A CHORD BEARING AND DISTANCE OF N.45°10'40"E., 271.48 FEET FOR THE NORTHWEST CORNER HEREOF;

THENCE ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THIS TRACT, 274.32 FEET TO A "WAI" FOUND FOR A POINT OF TANGENCY HEREOF;

THENCE N.30°55'14"E., 384.19 FEET TO A ONE HALF INCH IRON ROD FOUND FOR A CUTBACK CORNER HEREOF;

THENCE N.14°40'14"W., 28.28 FEET TO A POINT ON THE SOUTHWEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 158, THAT BEARS S.69°42'03"W., 0.23 FEET FROM A ONE HALF INCH IRON ROD FOUND, FOR THE NORTH NOTHWEST CORNER HEREOF;

THENCE S.59°05'27"E., ALONG SAID RIGHT OF WAY, A DISTANCE OF 120.15 FEET TO A ONE-HALF INCH IRON ROD WITH RED PLASTIC CAP MARKED "MAVERICK FIRM #10194514" (RPC) SET FOR THE NORTHWEST CORNER OF LOT 7, BLOCK 1, OF SAID WEST FORK ADDITION, SECTION 2, AND FOR THE NORTHEAST CORNER HEREOF;

THENCE S.30°54'15"W., A DISTANCE OF 300.00 FEET TO AN "RPC" SET FOR THE SOUTHWEST CORNER OF SAID LOT 7, AND FOR AN INTERIOR CORNER IN THE EAST LINE HEREOF;

THENCE S.30°54'45"W., SEVERING SAID 17.345 ACRE TRACT, 103.98 FEET TO A "WAI" FOUND AT THE POINT OF DEFLECTION FOR A CURVE TO THE RIGHT HAVING A RADIUS OF 650.00 FEET, AND A CHORD BEARING AND DISTANCE OF S.45°11'11"W., 320.82 FEET;

THENCE ALONG THE ARC OF SAID CURVE BEING CONVEX TO THIS TRACT, 324.17 FEET TO THE POINT OF BEGINNING, CONTAINING 1.619 ACRES, OR 70,531 SQUARE FEET OF LAND.

SURVEY NOTES:

1. BASIS OF BEARING, COORDINATES, DISTANCES AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE, NORTH AMERICAN DATUM 1983, U.S. SURVEY FOOT WITH A CONVERGENCE ANGLE (theta) OF -0°56'51.02" AND A COMBINED SCALE FACTOR OF 0.999898361, AT A TXDOT ALUMINUM CAP CONTROL MARK LOCATED AT N.10693706.99, E.1726246.47, EL.2865.82.
2. 1/2" IRON ROD WITH RED PLASTIC CAP MARKED "MAVERICK FIRM # 10194514" AT ALL SET CORNERS, UNLESS OTHERWISE SPECIFIED.
3. SEE DOCUMENTS OR ELECTRONIC DATA FILED IN THE OFFICE OF MAVERICK ENGINEERING FOR COMPLETE RECONSTRUCTION OF THIS SURVEY.
4. SEE PAGE TWO FOR METES & BOUND LEGAL DESCRIPTION

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE SURVEY INFORMATION FOUND ON THIS PLAT WAS DERIVED FROM FIELD NOTES AND/OR ELECTRONIC DATA OF AN ACTUAL ON-THE-GROUND SURVEY MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND NO WARRANTY IS MADE OR INTENDED FOR THE LOCATION OF ANY OR ALL EASEMENTS THAT MAY EXIST WITHIN THE BOUNDS OF THIS SURVEY.

GREGORY W. SHOULTS, RPLS #5356
FIRM NO. TX #10194514

APRIL 1, 2024



"EXHIBIT A"

BOUNDARY SURVEY

OF A 1.619 ACRE TRACT OF LAND OUT OF A 17.345 ACRE TRACT OF LAND SITUATED IN SECTION 35, BLOCK 40, T-1-S, T&P RY. CO SURVEY, MIDLAND COUNTY, TEXAS



MAVERICK
CIVIL ENGINEERING / LAND SURVEYING
1909 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

July 23, 2024

PACKET

29.8

SHEET 2 OF 2

JOB NO.: 220185
DRAWN BY: PH
REV 1: 04.01.24



City Council Meeting

Item Number: 30
Meeting Date: July 23, 2024
To: City Council / City Manager
From: Christy Weakland, Director
Subject: RESOLUTION AUTHORIZING THE EXECUTION OF A PENSION OBLIGATION BOND AGREEMENT WITH THE MIDLAND FIREMEN'S RELIEF AND RETIREMENT FUND (DISTRICT: ALL) (FINANCE) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

This agreement describes the terms that both the City and the Midland Firemen's Relief and Retirement Fund will meet to bring the unfunded pension liability into a 25-year amortization period as calculated by the actuary report as of December 31, 2023. The purpose is to ensure the long-term funding and stability of the pension fund, while maintaining the attractiveness of the benefit package for recruitment and retainage.

Recommended City Council Action:

Approve

Fiscal Impact:

According to the actuary report from Rudd & Wisdom, the funding gap to bring the amortization period to 25 years, the optimal time frame per the Pension Review Board of Texas, is 19.89% of payroll. This gap would be closed by plan changes from the firemen amounting to 5% of payroll and the remainder from funds received from a Pension Obligation Bond by the City.

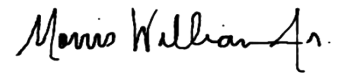
Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

The actuarially determined unfunded liability of the Fund is \$120,943,577.00 per the actuary evaluation performed by Rudd & Wisdom as of December 31, 2023. The amortization period of this unfunded liability is determined by the actuaries to be "never". The optimal amortization

period as described by the Pension Review Board of Texas, is 25 years. The Fund has until September 1, 2025 to complete a Funding Soundness Restoration Plan, spelling out how the plan will meet this amortization period.



City Manager's Office



INTEROFFICE MEMORANDUM

TO: Council

FROM: Christy Weakland, Director of Finance

SUBJECT: Pension Obligation Bond Agreement Between Midland Firemen's Relief and Retirement Fund and the City of Midland, Texas

DATE: July 23, 2024

Purpose:

This agreement describes the terms that both the City and the Midland Firemen's Relief and Retirement Fund will meet to bring the unfunded pension liability into a 25-year amortization period as calculated by the actuary report as of December 31, 2023. The purpose is to ensure the long-term funding and stability of the pension fund, while maintaining the attractiveness of the benefit package for recruitment and retainage.

Recommended Action:

Approve

Fiscal Impact:

According to the actuary report from Rudd & Wisdom, the funding gap to bring the amortization period to 25 years, the optimal time frame per the Pension Review Board of Texas, is 19.89% of payroll. This gap would be closed by plan changes from the firemen amounting to 5% of payroll and the remainder from funds received from a Pension Obligation Bond by the City.

Discussion:

The actuarially determined unfunded liability of the Fund is \$120,943,577.00 per the actuary evaluation performed by Rudd & Wisdom as of December 31, 2023. The amortization period of this unfunded liability is determined by the actuaries to be "never". The optimal amortization period as described by the Pension Review Board of Texas, is 25 years. The Fund has until September 1, 2025 to complete a Funding Soundness Restoration Plan, spelling out how the plan will meet this amortization period.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF A
PENSION OBLIGATION BOND AGREEMENT WITH
THE MIDLAND FIREMEN’S RELIEF AND
RETIREMENT FUND**

WHEREAS, the City of Midland, Texas (the “*City*”), is a home-rule municipal corporation and a governmental entity of the state of Texas; and

WHEREAS, the Midland Firemen’s Relief and Retirement Fund (the “*Fund*”) is a governmental entity established by the Texas Local Fire Fighters Retirement Act, and codified as Article 6243e, Vernon’s Texas Civil Statutes, for the purpose of holding or causing to be held in trust assets appropriated or dedicated to the Fund for the exclusive benefit of its members and retirees and their beneficiaries; and

WHEREAS, all of City’s firefighting personnel are members of the fund as a condition of employment; and

WHEREAS, based on the Fund’s most recent actuarial valuation report performed by Rudd & Wisdom, Inc., as of December 31, 2023, the Fund has a total unfunded liability of One Hundred Twenty Million Nine Hundred Forty-Two Thousand Five Hundred Seventy-Seven and No/100 Dollars (\$120,942,577.00), and City and the Fund desire to reduce such unfunded liability to preserve and protect the Fund for current and future City firefighters and to provide for future retirement benefits; and

WHEREAS, in conjunction with and subject to certain other changes and measures to be taken to preserve and protect the Fund, the City Council intends to authorize the issuance of one or more series of the City of Midland, Texas, General Obligation Pension Bonds pursuant to Chapter 107 of the Texas Local Government Code, as amended, for the purpose of addressing the Fund’s unfunded liability (the “*Bonds*”); and

WHEREAS, Tex. Loc. Gov’t Code § 107.003 requires that, before authorizing issuance and delivery of the Bonds, the City Council and the Fund’s Board of Trustees must enter into a written agreement that states the amount of the unfunded liability and the date or dates on which the public pension will accept the net proceeds of the Bonds to be issued

in payment of all or a portion of the unfunded liability; and

WHEREAS, the City Council finds and determines that it is in the public interest to authorize the execution of a pension obligation bond agreement with the Fund pursuant to Tex. Loc. Gov't Code § 107.003 for the purposes stated herein;

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

SECTION ONE. That the above recitals are hereby adopted and approved for all purposes.

SECTION TWO. That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, Texas, a pension obligation bond agreement between the City of Midland, Texas, acting by and through the City Council, and the Midland Firemen's Relief and Retirement Fund, acting by and through its Board of Trustees. Said agreement being in a form substantially similar to that of Exhibit A, which is attached to and incorporated herein for all purposes. For the avoidance of doubt, the Mayor may execute a revised agreement provided that any revision contained therein is non-substantive or primarily legal in nature and does not otherwise modify or affect the financial terms and conditions.

SECTION THREE. That the City Manager, or his designee, is hereby authorized and directed, on behalf of the City of Midland, to administer and enforce the terms of the pension obligation bond agreement on behalf of the City of Midland, Texas.

SECTION FOUR. That the City Manager is hereby authorized and directed to negotiate and execute, on behalf of the City of Midland, Texas, any and all related agreements, amendments, legal instruments, and documents necessary and appropriate to carry out the intent of the pension obligation bond agreement.

SECTION FIVE. That the City Comptroller is hereby authorized and directed to make any and all appropriations, allocations, transfers, and payments necessary and

appropriate to comply with the City's obligations under said pension obligation bond agreement from the appropriate budget account(s).

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 FORM ONLY:

John Ohnemiller, City Attorney

PENSION OBLIGATION BOND AGREEMENT
between
MIDLAND FIREMEN’S
RELIEF AND RETIREMENT FUND
and
THE CITY OF MIDLAND, TEXAS

This Pension Obligation Bond Agreement (“*Agreement*”) is made effective as of the date of the last signature below (the “*Effective Date*”), by and between the MIDLAND FIREMEN’S RELIEF AND RETIREMENT FUND, a municipal retirement plan (the “*FUND*”), acting through its Board of Trustees (the “*Board*”), and the CITY OF MIDLAND, TEXAS (the “*CITY*”), acting through its City Council (the “*City Council*”). The FUND and the CITY may each be referred to as a “*Party*” and may collectively be referred to as “*Parties*” in this Agreement.

W I T N E S S E T H

WHEREAS, the CITY is a home-rule municipal corporation and a governmental entity of the state of Texas; and

WHEREAS, the FUND is a governmental entity established by the Texas Local Fire Fighters Retirement Act (the “*Act*”), and codified as Article 6243e, Vernon’s Texas Civil Statutes, for the purpose of providing retirement, disability, and death benefits to its members and beneficiaries and holding or causing to be held in trust assets appropriated or dedicated to the FUND for the exclusive benefit of its members and retirees and their beneficiaries; and

WHEREAS, all of CITY’s firefighting personnel are members of the FUND as a condition of employment; and

WHEREAS, based on the FUND’s most recent actuarial valuation report performed by Rudd & Wisdom, Inc., as of December 31, 2023, the FUND has a total unfunded liability of One Hundred Twenty Million Nine Hundred Forty-Two Thousand Five Hundred Seventy-Seven and No/100 Dollars (\$120,942,577.00), and the Parties desire to reduce such unfunded liability to preserve and protect the FUND for current and future CITY firefighters and to provide for future retirement, disability, and death benefits; and

WHEREAS, to ensure the future financial stability of the FUND, the Parties desire to make certain changes to the benefits and eligibility requirements under the FUND to enhance the CITY’s long-term recruitment efforts for firefighting personnel, said changes becoming effective as of January 1, 2025 (the “*Proposed Revisions*”); and

WHEREAS, pursuant to Section 7 of the Act, and subject to Texas Constitution Art. 16, Sec. 66, the Board may change benefits or eligibility requirements for the FUND if the proposed change(s) is approved by (i) the FUND's actuary, and (ii) a vote of the majority of the FUND members voting at an election by secret ballot at which at least fifty percent (50%) of all participating FUND members vote; and

WHEREAS, the FUND's actuary is reviewing the Proposed Revisions as required by the Act; and

WHEREAS, the Board intends to submit the Proposed Revisions to the membership of the FUND for an election following the review and approval of the Proposed Revisions by the FUND's consulting actuary; and

WHEREAS, the Board has discretion, subject to the provisions of the Act and its fiduciary duties and responsibilities to the FUND, to determine all other matters pertaining to the FUND; and

WHEREAS, the Parties have determined that it is in their mutual best interest for the City Council to call an election and submit the question of the issuance of one or more series of the City of Midland, Texas General Obligation Pension Bonds (the "*Bonds*") to the qualified voters of the CITY for purposes consistent with this Agreement; and

WHEREAS, the Parties have determined that it is in their mutual best interest to enter into this Agreement to provide for changes to the operation of the FUND that will help ensure the future financial stability of the FUND and to prevent the accumulation of a large unfunded liability in the future; and

WHEREAS, subject to the conditions contained in this Agreement, the City Council intends to authorize the issuance of the Bonds pursuant to Chapter 107 of the Texas Local Government Code, as amended, for the purpose of funding a portion of the FUND's unfunded liability; and

WHEREAS, the Parties have determined that the approval of this Agreement and the issuance of the Bonds, together with the Proposed Revisions, shall operate to ensure the future financial stability of the FUND; and

WHEREAS, Tex. Loc. Gov't Code § 107.003 requires that, before authorizing issuance and delivery of the Bonds, the City Council must enter into a written agreement with the Board that must state the amount of the unfunded liability and the date or dates on which the public pension fund will accept the net proceeds of the Bonds to be issued in payment of all or a portion of the unfunded liability; and

WHEREAS, the Board and the City Council find and determine that it is in the public interest to enter into this Agreement pursuant to Tex. Loc. Gov't Code § 107.003, which sets forth the terms and conditions for the issuance of the Bonds and the Proposed Revisions to the FUND, and the same serves a public purpose;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

THAT in consideration of the mutual covenants, agreements and benefits to both Parties, it is agreed as follows:

Section 1. Findings and Definitions. The findings and determinations set forth in the above recitals are hereby incorporated by reference for all purposes. For all purposes of this Agreement, except as otherwise provided or unless context otherwise requires, the following defined terms shall have the meanings assigned in the above recitals or in this Section 1:

- A. “*Actuarial Assumptions and Methods*” means, but is not limited to, all demographic assumptions and the Investment Return/Discount Rate and Payroll Growth assumptions as defined by the Actuarial Standard of Practice No. 27 for Selection of Economic Assumptions for Measuring Pension Obligations, as amended.
- B. “*ADC*” means the Actuarially Determined Contribution, expressed as a percentage rate of the assumed 2024 compensation as referenced and determined in the December 31, 2023 actuarial valuation report issued on May 30, 2024, by the FUND’s consulting actuary.
- C. “*Benefit Enhancement(s)/Change(s)*” means any change to benefits under the FUND that would increase the ADC and/or create further disparity in benefit levels between different tiers of FUND members.

Section 2. Bond Issuance Certifications and Acknowledgments.

- A. The Board hereby certifies that:
 - 1. The FUND is a governmental municipal retirement plan qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended (the “*IRC*”), to provide retirement, disability, and death benefits to CITY’s firefighting personnel and their beneficiaries; and
 - 2. The FUND is not:

- a. a program that provides only workers' compensation benefits;
- b. a program administered by the federal government;
- c. a plan described by IRC Section 401(d);
- d. an individual retirement account consisting of an annuity contract described by IRC Section 403(b);
- e. an individual retirement account as defined by IRC Section 408(a);
- f. an individual retirement account as defined by IRC Section 408(b);
- g. an eligible deferred compensation plan as defined by IRC Section 457(b); or
- h. a program for which benefits are administered by a life insurance company or for which the only funding agency is a life insurance company.

B. The City Council and the Board acknowledge and agree that:

- 1. the FUND has an unfunded liability in the amount of One Hundred Twenty Million Nine Hundred Forty-Two Thousand Five Hundred Seventy-Seven and No/100 Dollars (\$120,942,577.00) as of December 31, 2023, as estimated in the actuarial valuation dated May 30, 2024, performed by the FUND's consulting actuary (the "12/31/23 *Unfunded Liability*").
- 2. the 12/31/23 Unfunded Liability was calculated and provided by the FUND's consulting actuary, Rudd & Wisdom, Inc.;
- 3. the full actuarial valuation report dated May 30, 2024, is attached hereto as **Exhibit B** and incorporated herein for all purposes;
- 4. the net proceeds from the sale of the Bonds shall pay a portion of the 12/31/2023 Unfunded Liability in an approximate amount of \$60,000,000.00 to \$61,000,000.00 (the "*Bond Proceeds*"). For the avoidance of any doubt, the Bond Proceeds shall be equal to the total amount indicated by the measure approving the issuance of the Bonds net of all necessary costs and expenses, capitalized interest, contribution proceeds, and other contingencies; and
- 5. the City Council intends the CITY to make a lump sum contribution to the FUND in an amount equal to the Bond Proceeds subject to the terms and conditions of this Agreement.

C. The Board acknowledges and agrees that:

- 1. it shall accept the net proceeds referenced in Section 2.B.5 on behalf

of the FUND on or about the date of delivery of the Bonds Proceeds referenced in Section 2.B.5;

2. it has a fiduciary responsibility for the FUND's assets;
3. it has a fiduciary duty to oversee the investment and expenditure of the FUND's assets; and
4. the contributions, when made by the CITY, shall be applied to reduce the 12/31/2023 Unfunded Liability, which shall be reflected in the next actuarial valuation performed by the Board's consulting actuary.

Section 3. Obligations in the Administration of the FUND.

- A. Funding Gap Closure. In conjunction with the CITY's contribution referenced in Section 2.B.5, which the Parties expect to reduce the FUND's 25-year funding gap to approximately five percent (5%) of the total payroll attributable to the FUND's membership, the Board agrees to submit the Proposed Revisions to the FUND's membership for a vote at an election held in accordance with the Act. Upon the approval of the Proposed Revisions, the Board shall cause the same to be implemented so as to fully eliminate the 25-year funding gap determined as of December 31, 2023.
- B. Benefit and Contribution Stability. Beginning on the Effective Date and for a period of twenty-five (25) years thereafter, the Board shall not approve, nor shall the FUND's membership vote to implement, any Benefit Enhancement(s)/Change(s) or reduce its member contribution rate (the "*Freeze Period*"), which shall ensure the stability and predictability of the FUND's financial requirements. Notwithstanding the foregoing, or any contrary provision contained herein, if the FUND achieves a one hundred percent (100%) funded status during the Freeze Period, then the FUND may request a suspension of the Freeze Period. Any such suspension of the Freeze Period shall require (i) an affirmative vote of a majority of the FUND's membership at an election held in accordance with the Act and (ii) an affirmative vote by a majority of the City Council. Upon such approvals by the FUND's membership and the City Council, the Freeze Period shall be suspended thereafter for the remainder of the Freeze Period term so long as the FUND maintains a minimum funded status of at least ninety-five percent (95%). For the avoidance of doubt, if at any time during a suspension of the Freeze Period the FUND's funded status falls below ninety-five (95%) percent, then the Freeze Period shall be automatically reinstated without the necessity of further action by either Party. Following any such reinstatement of the Freeze Period, any subsequent suspension of the Freeze Period must comply with the procedure set out in this Section 3.B.
- C. Contribution Sharing. Subject to certain exceptions referenced herein, contribution increases or decreases in the ADC shall be shared between the

CITY and the FUND's membership based on a 2:1 ratio. For example, if a total contribution increase of three percent (3%) is required, the CITY shall contribute 2% and the FUND's membership shall contribute 1%.

1. Each year during the term of this Agreement, the ADC shall be reviewed and determined in connection with the Actuarial Analysis (as defined in **Exhibit A**) performed by the FUND's consulting actuary. **Exhibit A** is attached hereto and incorporated herein for all purposes.
 2. Any change to the ADC shall become effective on January 1st of the year following the presentation of the Actuarial Analysis and ADC to the Board and the City Council. For example, the December 31, 2023, actuarial valuation shall develop funding requirements for the CITY and the FUND's membership that begin on January 1, 2025; the December 31, 2024, actuarial valuation shall develop funding requirements for the CITY and the FUND's membership that begin on January 1, 2026.
 3. The calculation of the FUND's membership's portion of the ADC for each valuation shall consider the portion of the ADC attributable to any Benefit Enhancement(s)/Change(s) described in Section 3.D below, and such portion of the ADC shall be covered solely by the FUND's membership contributions, to the extent such sole coverage is permitted by Section 29(b) of the Act.
- D. Benefit Enhancement(s)/Change(s). Following the expiration or suspension of the Freeze Period, the Board agrees that any Benefit Enhancement(s)/Change(s) submitted to the FUND's membership for approval shall:
1. require that the FUND's member contributions solely cover any increase to the ADC as a result of such Benefit Enhancement(s)/Change(s), to the extent such sole coverage by the FUND's membership is permitted by Section 29(b) of the Act; and
 2. be analyzed in accordance with the Actuarial Analysis process outlined in **Exhibit A**.
- E. Unanimous Vote Requirement. If a third-party actuary is ultimately utilized in the Actuarial Analysis process described in **Exhibit A**, any changes in Actuarial Assumptions and Methods that are contrary to the third-party actuary's findings with respect to how to reconcile the difference between the hypothetical ADCs determined by the FUND's actuary and the CITY's actuary under Section D of **Exhibit A** must be approved by a unanimous vote

of the FUND's Board members who are in attendance at a meeting where a quorum of the Board is present. This unanimous vote shall include the Mayor and the Chief Financial Officer of the CITY or their respective designees then serving on the Board.

If a third-party actuary is ultimately utilized in the process described in **Exhibit A**, the Parties shall share equally in the cost of the third-party actuary's services.

- F. **Actuarial Assumptions and Methods; Third-Party Actuaries.** Any changes in Actuarial Assumptions and Methods shall utilize and comport with the process outlined in **Exhibit A**. The actuaries provided by the Board for selection by the CITY under the process outlined in **Exhibit A** may only be recommended, selected, or engaged as an independent third-party actuary if the person:
1. is not already engaged by the CITY or the FUND to provide actuarial services to the CITY or the FUND;
 2. is a member of the American Academy of Actuaries; and
 3. has at least five (5) years' experience as an actuary working with one or more public retirement funds with assets exceeding Two Hundred Million Dollars (\$200,000,000.00).
- G. **Actuarial Valuations and ADC Determinations.** Each year during the term of this Agreement, the FUND shall cause its consulting actuary to conduct an actuarial valuation that shall determine the ADC requirement for the following calendar year. The valuation as of December 31, 2023, shall set the ADC for the calendar year ending December 31, 2025; the Unfunded Liability developed as of December 31, 2023 (after the benefit changes) shall be amortized over a 25-year period. Subsequent actuarial gains/losses shall be amortized over a 20-year period.
- H. The Parties agree to cooperate in good faith with each other in any effort that either Party may undertake in the State Legislature to authorize the Parties to enter into this Agreement and similar agreements to the extent such cooperation is not inconsistent with a fiduciary duty of either Party.
- I. The Parties agree to defend the validity of this Agreement to the extent consistent with their respective duties and as is permissible under applicable law.

Section 4. Contingencies; Termination.

- A. **Issuance of Bonds; Payment.** Upon the approval of the Proposed Revisions by the FUND's membership (which shall comply with the Act in all respects)

the CITY shall call an election to be held on a uniform election date on a measure approving the issuance of the Bonds. Contingent on the approval of the measure by the voters of the City voting in said election, and the approval of the Bonds by the Office of the Attorney General in accordance with the applicable laws of the State of Texas, the CITY shall proceed to: (i) issue the Bonds in an amount necessary to generate the Bond Proceeds; and (ii) make the contribution referenced in Section 2.B.5 on or about the date of delivery of the Bond Proceeds but in no event later than fifteen (15) days following the date of delivery of the Bond Proceeds referenced in Section 2.B.5. The CITY's obligation to issue the Bonds and make the contribution referenced in Section 2.B.5 to the FUND is further contingent upon the FUND's compliance with all terms and conditions set forth in this Agreement and the CITY's receipt of satisfactory assurances that the FUND will meet its future obligations under this Agreement.

- B. Termination. Upon the occurrence of any of the following events, this Agreement, the Parties' respective continuing obligations under this Agreement, and the benefit and contribution changes approved by the FUND's members in connection with the Proposed Revisions, shall terminate and become null and void:
1. the Board's failure to submit the Proposed Revisions to the FUND's membership for a vote at an election held in accordance with the Act;
 2. the FUND's membership's failure to approve the Proposed Revisions at an election held in accordance with the Act;
 3. the City Council's failure to call an election on the measure approving the issuance of the Bonds to be held on a uniform election date;
 4. the failure of the passage of the measure approving the issuance of the Bonds;
 5. the failure of the CITY to make the contribution referenced in Section 2.B.5 to the FUND; and
 6. a Party's material breach of this Agreement and failure to cure said material breach in accordance with Section 16 below.

Section 5. Governing Law & Venue. This Agreement shall be governed by, interpreted, enforced, and construed under the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of the Parties hereunder 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 shall be in Midland County, Texas.

Section 6. Saving & Severability Clause. In case any one of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any of the other provisions thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in the Agreement.

Section 7. Amendments. This Agreement may only be amended or modified by the mutual written agreement of the Parties.

Section 8. Complete Agreement. This Agreement embodies the complete agreement of the Parties hereto superseding all written previous and contemporary agreements between the Parties and relating to matters in this Agreement, and, except as otherwise provided herein, cannot be modified without agreement of the Parties.

Section 9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, and all such counterparts shall constitute one agreement. To facilitate execution of this Termination Agreement, the Parties may execute and exchange by e-mail as a portable document format or other electronic imaging, counterparts of the signature page, which shall be deemed original signatures for all purposes.

Section 10. Assignment. The Parties to this Agreement shall not assign this Agreement, in whole or in part, any such assignment or attempted assignment being void.

Section 11. No Third-Party Beneficiary. The 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.

Section 12. Governmental Immunity. By executing this Agreement, neither Party is waiving its right of governmental immunity. Each Party is retaining its immunity from suit. Neither Party is granting consent to be sued by legislative resolution or action. THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY AS TO EITHER PARTY. Notwithstanding the foregoing, an equitable action to enforce the lawful obligations of either Party to carry out the terms of this Agreement shall not be prohibited.

Section 13. Consideration. The Parties hereby agree and acknowledge that this Agreement is supported by good and valuable consideration in accordance with Section 791.011(e) of the Texas Government Code, the receipt and sufficiency of which is hereby acknowledged by the Parties.

Section 14. Notices. All notices under this Agreement shall be sent by U.S. mail, postage prepaid, addressed to such Party as shown below. A notice properly sent shall be deemed received three (3) days after depositing in the U.S. mail. Either Party may change the address below by sending written notice of such change to the other Party in the manner provided herein.

If to the CITY: City Manager
 City of Midland
 P.O. Box 1152
 Midland, Texas 79702

If to the FUND: Chairman of the Board of Trustees
 Midland Firemen's Relief and Retirement Fund
 105 N. G Street, Suite 201
 Midland, Texas 79701

Section 15. Governmental Function. The Parties acknowledge and agree that the CITY and the FUND are governmental entities entitled to immunity from suit or liability under state law, subject to the limitations set forth in Section 12 above, and that the CITY is entering into this Agreement pursuant to its governmental function. The Parties further acknowledge and agree that this Agreement is not subject to the provisions of Subchapter I of Chapter 271, Tex. Loc. Gov't Code, and that the consideration received by the Parties under this Agreement does not constitute a good or service for purposes of Tex. Loc. Gov't Code § 271.151(2)(A).

Section 16. Termination. Either Party may terminate this Agreement if there is a material breach of this Agreement by the other Party that is not cured within thirty (30) days following the breaching Party's receipt of written notice of such material breach. If the cure would take longer than thirty (30) days and the breaching Party has begun and diligently thereafter continues in good faith to cure said breach, the cure period shall be extended to such period as is reasonably practicable to effect such cure. Notwithstanding the foregoing, in no event shall such cure period be extended for a period longer than ninety (90) days following the breaching Party's receipt of written notice of such material breach.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be legally executed as of the Effective Date.

THE CITY OF MIDLAND, TEXAS

MIDLAND FIREMEN’S RELIEF
AND RETIREMENT FUND

Lori Merritt Blong, Mayor

Justin Graham, Chairman of the Board
of Trustees

Date

Date

ATTEST:

ATTEST:

Marcia Bentley-German, City Secretary

Eric Stewart, Secretary of the Board
of Trustees

EXHIBIT A

PROCESS FOR CHANGES TO ACTUARIAL ASSUMPTIONS AND BENEFIT ENHANCEMENT(S)/CHANGE(S)

- A. At least once each calendar year during the term of the Agreement, and every time the FUND considers an Actuarial Assumptions and Methods revision or a Benefit Enhancement(s)/Change(s), the FUND shall cause its actuary to conduct an actuarial analysis for the purpose of determining the actuarial liabilities and actuarially determined contribution rates of the FUND (an “**Actuarial Analysis**”). The FUND shall provide written notice to the CITY upon the commencement of any Actuarial Analysis by the FUND’s actuary.
- B. In connection with each Actuarial Analysis, the CITY shall inform the FUND of the following:
1. whether the CITY will conduct its own analysis using the CITY’s actuary;
 2. whether the CITY’s actuary will review the Actuarial Analysis of the FUND’s actuary; and
 3. whether the CITY will accept the Actuarial Analysis of the FUND’s actuary.
- C. If the CITY elects to:
1. conduct its own analysis, it must complete it within three (3) months following the date the CITY received the written notice prescribed by Section A of this exhibit; or
 2. have the CITY’s actuary review the FUND’s Actuarial Analysis, such review shall be completed no later than one (1) month after the date the preliminary results of the Actuarial Analysis are presented to the Board.
- D. If the CITY chooses to have its own analysis performed or to have the City's actuary review the FUND’s Actuarial Analysis, the FUND’s actuary and the CITY’s actuary shall determine what the hypothetical actuarially determined contribution (“ADC”) rate would be using data from the most recent actuarial valuation performed by the FUND’s consulting actuary. Each actuary shall calculate the impact of the change in Actuarial Assumptions and Methods and/or Benefit Enhancement(s)/Changes(s) on the ADC separately in his/her respective analysis.
- E. If the difference between the hypothetical ADC determined by the FUND’s actuary and the CITY’s actuary under Section D of this exhibit:
1. is less than or equal to two percent (2%) of pensionable payroll when the Actuarial Analysis is for the purpose of evaluating the change in Actuarial

Assumptions and Methods only, or is less than or equal to one percent (1%) of pensionable payroll when the Actuarial Analysis is for the purpose of evaluating a Benefit Enhancement(s)/Change(s) only, then no further action is needed and the Board shall use the Actuarial Analysis performed by the FUND's actuary; or

2. is greater than two percent (2%) of pensionable payroll when the Actuarial Analysis is for the purpose of evaluating the change in Actuarial Assumptions and Methods only, or is greater than one percent (1%) of pensionable payroll when the Actuarial Analysis is for the purpose of evaluating a Benefit Enhancement(s)/Change(s) only, then the FUND's actuary and the CITY's actuary shall have twenty (20) business days to reconcile the difference between their analyses, and:
 - a. if, as a result of the reconciliation efforts under this subsection, the difference between the ADC rates determined by the FUND's actuary and the CITY's actuary is reduced to two percent (2%) or less when the Actuarial Analysis is for the purpose of evaluating the change in Actuarial Assumptions and Methods only, or if the difference is one percent (1%) or less when the Actuarial Analysis is for the purpose of evaluating a Benefit Enhancement(s)/Change(s) only, then no further action is needed, and the Board shall use the reconciled Actuarial Analysis determined by the FUND's actuary; or
 - b. if, after twenty (20) business days, the FUND's actuary and the CITY's actuary are unable to reach a reconciliation that reduces the difference in the hypothetical ADC rates to an amount less than or equal to two percent (2%) when the Actuarial Analysis is for the purpose of evaluating the change in Actuarial Assumptions and Methods only, or is less than or equal to one percent (1%) when the Actuarial Analysis is for the purpose of evaluating a Benefit Enhancement(s)/Change(s) only, a third-party actuary shall be retained to opine on the differences in the analyses used by the FUND's actuary and the CITY's actuary.
- F. The independent third-party actuary retained in accordance with Section E.2.b of this exhibit shall be chosen by the CITY from a list containing at least three (3) actuarial firms provided by the FUND or by written agreement of the Parties.
- G. If a third-party actuary is retained under Section E.2.b of this exhibit, the third-party actuary's findings shall be presented to the Board along with the Actuarial Analysis conducted by the FUND's actuary and, if applicable, the analysis of the CITY's actuary. If the Board adopts an Actuarial Analysis contrary to the third-party actuary's findings, then:

1. the Actuarial Analysis and any related changes must be approved by a unanimous vote of the Board members who attend a meeting where a quorum of the Board is present, provided that the Mayor and Chief Financial Officer of the CITY, or their respective designees then serving on the Board must be part of the quorum at such meeting and participate in such unanimous vote;
 2. the FUND shall provide a formal letter describing the rationale for the Board's action to the Midland City Council and the State Pension Review Board; and
 3. the FUND's actuary and Chairman shall be made available in person at the request of the Midland City Council or the State Pension Review Board to present the rationale for the Board's action.
- H. If the Board proposes a change to Actuarial Assumptions or Methods that is not in connection with an Actuarial Analysis described in Section A of this exhibit, the FUND and the CITY shall follow the same process prescribed by this exhibit with respect to an Actuarial Analysis in connection with the proposed change.

Exhibit B

Actuarial Valuation Report

Midland Firemen's Relief and Retirement Fund

Actuarial Valuation as of December 31, 2023

May 30, 2024

PACKET

30.22
Exhibit B



Rudd and Wisdom, Inc.

July 23, 2024

Mitchell L. Bilbe, F.S.A.
Evan L. Dial, F.S.A.
Philip S. Dial, F.S.A.
Charles V. Faerber, F.S.A., A.C.A.S.
Mark R. Fenlaw, F.S.A.
Brandon L. Fuller, F.S.A.
Christopher S. Johnson, F.S.A.
Oliver B. Kiel, F.S.A.
Dustin J. Kim, F.S.A.



Edward A. Mire, F.S.A.
Rebecca B. Morris, A.S.A.
Amanda L. Murphy, F.S.A.
Michael J. Muth, F.S.A.
Khiem Ngo, F.S.A., A.C.A.S.
Timothy B. Seifert, F.S.A.
Raymond W. Tilotta
Ronald W. Tobleman, F.S.A.
David G. Wilkes, F.S.A.

May 30, 2024

Board of Trustees
Midland Firemen's Relief and
Retirement Fund
c/o Ms. Shera Crow
Post Office Box 4296
Midland, TX 79704

Members of the Board of Trustees:

At your request, we have prepared this report of the results of the actuarial valuation of the fund as of December 31, 2023. This valuation was prepared to determine whether the fund has an adequate contribution arrangement.

In a separate report later this year, we will provide the necessary disclosures for the fund's compliance with the Governmental Accounting Standards Board (GASB) Statement No. 67 for the plan year ending December 31, 2023. Similarly, we will provide a separate report containing the pension expense, net pension liability, and disclosure information for the city's compliance with GASB 68 for the fiscal year ending September 30, 2024. GASB 68 prescribes the city's accounting for your fund, while this actuarial valuation report reflects the assumed continuation of the current funding policy.

We certify that we are members of the American Academy of Actuaries who meet Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained in this report.

Sincerely,

A handwritten signature in black ink that reads 'Mark R. Fenlaw'.

Mark R. Fenlaw, F.S.A.

A handwritten signature in black ink that reads 'Rebecca B. Morris'.

Rebecca B. Morris, A.S.A.

MRF/RBM:nlg

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Section I Valuation Summary

An actuarial valuation of the assets and liabilities of the Midland Firemen's Relief and Retirement Fund as of December 31, 2023 has been completed. This valuation is based on **preliminary asset information**. The valuation was based on the Present Plan (plan effective January 1, 2024) and the provisions of the Texas Local Fire Fighters' Retirement Act (TLFFRA) which were in effect on December 31, 2023. Section II shows the key results of the actuarial valuation as of December 31, 2023 and discusses the changes since the prior valuation as of December 31, 2021.

This valuation reflects an actuarially assumed total contribution rate of 38.4%, comprised of 14.2% by the firefighters and 24.2% by the city. The total contribution rate of 38.4% exceeds the normal cost rate of 27.28%, leaving 11.12% available to amortize the unfunded actuarial accrued liability (UAAL) of \$120,942,577. Assuming that the total payroll increases at the rate of 3% per year in the future, the contributions in excess of the normal cost **will never amortize the UAAL**.

In order for a retirement plan to have an adequate contribution arrangement, contributions must be made that are sufficient to pay the plan's normal cost and to amortize the plan's UAAL over a reasonable period of time. Based on the Texas State Pension Review Board guidelines for pension funding, our professional judgment, and the actuarial assumptions and methods used in making this valuation, we consider amortization periods of 10 to 25 years to be preferable and 30 years to be the current maximum acceptable amortization period. Since the total contributions are not sufficient to pay the fund's normal cost and to amortize the fund's UAAL within the maximum acceptable period, we are of the opinion that the fund, based on present levels of benefits and contributions, **has an inadequate contribution arrangement**. **Section III presents considerations for establishing an adequate contribution arrangement.**

The below chart shows what the increased city contribution would need to have been in effect on the respective valuation dates in order for the fund to have a 25-year amortization period.

	City Contribution Rate	
	12/31/2021 Valuation	12/31/2023 Valuation
Current actual contribution rate	22.2%	24.2%
Hypothetical rate for a 25-year amortization period		
• Assumed effective on the valuation date	48.5%	42.5%
• Assumed effective on January 1, 2025	54.25%	44.0%

Plan Provisions

The plan provisions have been amended since the prior actuarial valuation. Effective January 1, 2024, two key changes were approved by the firefighters and the board, (1) to exclude unscheduled overtime pay from the final average pay used to determine benefits and (2) to use the highest 60 consecutive months of pay to determine the final average pay instead of the 60 highest months. The changes were accompanied by an acceptable transition protecting those eligible for normal retirement or within two years of normal retirement eligibility. In addition, the city increased its contribution rate by 2% from 22.2% to 24.2% effective January 1, 2024.

Projected Actuarial Valuation Results

In addition to completing this actuarial valuation, we estimated the amortization periods as of December 31, 2025 and as of December 31, 2027 by making projections from the December 31, 2023 actuarial valuation. These projections examine the effect on the amortization period in the next two biennial actuarial valuations of the actuarial investment gains and losses that the fund experienced in the four years prior to the valuation date (losses in 2020, 2022, and 2023, and a gain in 2021) that have been only partially recognized as of December 31, 2023. As shown in Exhibit 8, a smoothing method is used to determine the actuarial value of assets (AVA) for this valuation. This method phases in over a five-year period any investment gains or losses (net actual investment return greater or less than the actuarially assumed investment return) that the fund has had. The AVA used in this current valuation is deferring recognition of various portions of the gains and losses in 2020-2023 that the fund experienced. The AVA used in this valuation is \$91.5 million. The market value of assets (MVA) is \$83.7 million. The \$7.8 million difference between the MVA and the AVA is the deferred net loss over the past four years that will be recognized in the next two biennial actuarial valuations.

The theory behind the AVA method is to allow time for investment gains and losses to partially offset each other and thereby dampen the volatility associated with the progression of the MVA over time. In practice, the timing and amounts of investment gains and losses can result in irregular effects on the AVA in a given year. However, as intended, the pattern of the AVA is smoother over time than the pattern of the MVA, as seen in Exhibit 9.

For the purpose of projecting the amortization period through 2027 we used six scenarios of various assumed annual rates of investment return, net of investment-related expenses, over the 2024-2027 projection period. These projections show the expected effects over the next four years after the valuation date (1) of the recognition of the portions of the investment gains and losses over the past four years that are deferred as of December 31, 2023, (2) of investment returns over the next four years different from the 7% assumption used in this valuation, and (3) assuming a city contribution rate of 44.0% beginning January 1, 2025 that would have been required to have an amortization period of 25 years. That would be a 19.8% increase over the current city contribution rate of 24.2%.

	Scenario					
	1	2	3	4	5	6
Assumed Investment Return for Calendar Year						
2024	7%	10%	-5%	-10%	-10%	-7%
2025	7	5	0	7	4	2
2026	7	10	10	7	4	2
2027	7	10	10	7	4	2
2028 and later	7	7	7	7	7	7
City Contribution Rate (effective January 1, 2025)	44.0%	44.0%	44.0%	44.0%	44.0%	44.0%
Amortization Period in Years as of December 31:						
2023 (actual)	25.0	25.0	25.0	25.0	25.0	25.0
2025 (projected)	24.6	24.4	26.5	26.8	27.0	26.7
2027 (projected)	23.7	22.8	27.6	28.1	29.3	29.3

The projected future December 31, 2027 valuation in Scenario 1 reveals that instead of decreasing by the expected four years to 21.0 years, the amortization period is projected to decrease by 1.3 years to 23.7 years because of the recognition of the deferred net loss. The other scenarios with investment gains and losses show that there is not much sensitivity of the amortization period. That is not typical of a fund with a 25-year amortization period. The small sensitivity results in this case because of the unrealistically large projected contributions by the city and because of the relatively low funded ratio of 43% as of December 31, 2023.

The primary conclusion from the scenarios is that since the fund has a dramatically inadequate contribution arrangement and a significant deferred net loss that will hinder the amortization of the UAAL, the board needs to demonstrate to the firefighters that additional action needs to be taken to be part of a solution with the city to establish an adequate contribution arrangement. The magnitude of either an increase in the city contribution rate or lump sum contributed by the city alone is too great.

Participant and Asset Data

We have relied on and based our valuation on the active firefighter data, pensioner data, and asset data provided on behalf of the board of trustees by Ms. Shera Crow, the administrator of the fund. We have not audited the data provided but have reviewed it for reasonableness and consistency relative to the data provided for the December 31, 2021 actuarial valuation. Exhibit 1 is a distribution of the active firefighters by age and service. In general, the assumed 2024 compensation used for projecting future contributions for each active firefighter in the valuation was the actual pay for calendar year 2023 increased by 3% to reflect the effect of the 5% general pay increase effective October 1, 2023. The total of these assumed compensation amounts is our assumed annualized covered payroll for the plan year beginning January 1, 2024 and is used in the valuation to determine the UAAL amortization period and to calculate the actuarially determined contribution (ADC) rate. The averages of the assumed compensation amounts for the 2024 plan year are shown in Exhibit 1. For projecting future benefits, we have assumed that the pay excluding unscheduled overtime pay will be 10% less than the pay for making contributions.

Exhibit 2 contains summary information on the pensioners. The monthly benefit payments are generally based on the amounts paid January 31, 2024. Exhibit 3 is a reconciliation of firefighters and pensioners from December 31, 2021 to December 31, 2023. Exhibit 4 shows a breakdown of the dollar amount of the monthly benefits for retirees and surviving spouses. Exhibit 5 shows a historical comparison of the actuarial accrued liability and the actuarial value of assets.

Asset information is contained in exhibits 6 through 10. The summary of assets contained in Exhibit 6 is based on the new target asset allocation and the **preliminary** total assets as of December 31, 2023. This exhibit also shows a comparison with the market values and actuarial values of assets as of December 31, 2021 and December 31, 2023. Exhibit 7 contains the statement of changes in assets for 2023 (preliminary) and 2022. Exhibit 8 shows the development of the actuarial value of assets. Exhibit 9 shows a historical comparison between the market value and actuarial value of assets. A comparison of the market value asset allocation by major asset class as of December 31, 2021 and December 31, 2023 is shown in Exhibit 10.

Assumptions

As a part of each actuarial valuation, we review the actuarial assumptions used in the prior actuarial valuation. As a result of our review, we have selected actuarial assumptions we consider to be reasonable and appropriate estimates of future experience for the fund for the long-term future. Their selection complies with the applicable actuarial standards of practice. Significant actuarial assumptions used in this valuation are:

1. 7% annual investment return net of investment-related expenses;
2. 3% general annual compensation increase combined with promotion, step, and longevity increases that average 2.89% per year over a 30-year career;
3. 3% aggregate payroll growth (for the purpose of amortizing the UAAL and calculating the ADC rate);
4. Retirement rates which result in an average expected age at retirement of 53.6;
5. PubS-2010 (public safety) total dataset mortality tables for employees and for retirees, projected for mortality improvement generationally using the projection scale MP-2019; and
6. Pay excluding unscheduled overtime pay will be 10% less than the pay for making contributions.

The actuarial assumptions for this December 31, 2023 actuarial valuation are the same as those used in the December 31, 2021 valuation. A summary of all the assumptions and methods used in the valuation is shown in Exhibits 11 and 12. In our opinion, the assumptions used, both in the aggregate and individually, are reasonably related to the experience of the fund and to reasonable expectations. The assumptions represent a reasonable estimate of anticipated experience of the fund over the long-term future.

Supporting Exhibits

Exhibit 13 contains definitions of terms used in this actuarial valuation report. Exhibit 14 summarizes the plan provisions of the Present Plan. Appendix A documents our review of the economic assumptions.

Funding Policy

A funding policy in compliance with state law would say that each actuarial valuation will include a benchmark actuarially determined contribution (ADC) rate using a closed amortization period of 30 years beginning January 1, 2020. The components of the ADC rate are the normal cost and the amortization cost, both expressed as contribution rates. Then the fund's actuary is to compare the benchmark ADC rate and the total contribution rate. The table below shows the actuarial valuation results in two key metrics, the amortization period and the total contribution rate. The amortization period for the benchmark ADC began at 30 years for the December 31, 2019 valuation and declines by one each year; so it is at 26 years for this actuarial valuation.

	Amortization Period	Total Contribution Rate
Benchmark ADC rate	26.0 years	56.1%
Actuarial valuation	never	38.4%
Difference	(immeasurable)	(17.7)%

That much negative divergence from the benchmark means that the board's next steps include (1) working with Rudd and Wisdom to study potential changes that would establish an appropriate balance between benefits and contributions and (2) working with the firefighters and the city to achieve the necessary changes. Section III of this report gives the board some recommended potential changes for study.

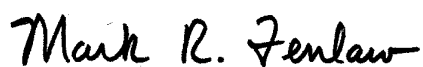
Variability in Future Actuarial Measurement

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following:

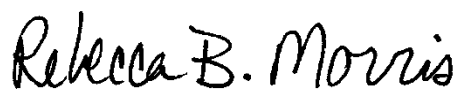
- Plan experience differing from that anticipated by the current economic or demographic assumptions;
- Increases or decreases expected as part of the natural operation of the methodology used for these measurements;
- Changes in economic or demographic assumptions; and
- Changes in plan provisions.

Analysis of the potential range of such future measurements resulting from the possible sources of measurement variability will be provided in the next biennial actuarial valuation once an adequate contribution arrangement has been established.

Respectfully submitted,
RUDD AND WISDOM, INC.



Mark R. Fenlaw
Fellow, Society of Actuaries
Member, American Academy of Actuaries



Rebecca B. Morris
Associate, Society of Actuaries
Member, American Academy of Actuaries

Section II

Key Results of the Actuarial Valuations

	December 31, 2021 ¹	December 31, 2023 ¹	December 31, 2023 ²
1. Actuarial present value of future benefits			
a. Those now receiving benefits or former firefighters entitled to receive benefits	\$ 106,761,734	\$ 116,767,189	\$ 116,767,189
b. Firefighters	<u>164,001,081</u>	<u>189,736,230</u>	<u>165,218,316</u>
c. Total	\$ 270,762,815	\$ 306,503,419	\$ 281,985,505
2. Actuarial present value of future normal cost contributions	\$ 69,985,878	\$ 82,330,358	\$ 69,575,030
3. Actuarial accrued liability (Item 1c – Item 2)	\$ 200,776,937	\$ 224,173,061	\$ 212,410,475
4. Actuarial value of assets	\$ 91,653,825	\$ 91,467,898	\$ 91,467,898
5. Unfunded actuarial accrued liability (UAAL) (Item 3 - Item 4)	\$ 109,123,112	\$ 132,705,163	\$ 120,942,577
6. Contributions (percent of pay)			
a. Firefighters	14.20%	14.20%	14.20%
b. City of Midland	<u>22.20%</u>	<u>22.20%</u>	<u>24.20%</u>
c. Total	36.40%	36.40%	38.40%
7. Normal cost (percent of payroll)	31.54%	31.38%	27.28%
8. Percent of payroll available to amortize the UAAL (Item 6c - Item 7)	4.86%	5.02%	11.12%
9. Annualized covered payroll	\$ 22,052,445	\$ 25,874,745	\$ 25,874,745
10. Years to amortize the UAAL	never	never	never
11. Funded ratio (Item 4 ÷ Item 3) ³	45.6%	40.8%	43.1%
12. Retiree funded ratio (Item 4 ÷ Item 1a) ⁴	85.8%	78.3%	78.3%

¹ All items reflect the plan provisions before the changes effective January 1, 2024.

² All items reflect the plan provisions effective January 1, 2024.

³ The funded ratio is not appropriate for assessing either the need for or the amount of future contributions or the adequacy of the assumed contribution rates. Using the market value of assets instead of the actuarial value of assets for Item 11 would have resulted in funded ratios of 46.7% as of December 31, 2021 and 39.4% as of December 31, 2023 with the plan provisions effective January 1, 2024. **The best indicator of the fund's health will be Item 10 once an adequate contribution arrangement is established.**

⁴ The retiree funded ratio should ideally never be less than 100%.

Changes in the Unfunded Actuarial Accrued Liability

In comparing this actuarial valuation to the prior one, the UAAL increased by \$11,819,465 from \$109,123,112 as of December 31, 2021 to \$120,942,577 as of December 31, 2023. The table below summarizes the reasons for the increase.

Reason for Change	Amount
Expected increase (interest on UAAL more than expected amortization payments, accumulated with interest)	\$ 13,486,410
Change in benefit provisions	(11,762,586)
Investment loss for the two years (based on the AVA average annual return of 3.0%)	7,534,789
Experience loss (net difference between actual experience and assumed experience for pay increases, retirements, mortality, and terminations)	<u>2,560,852</u>
Total	\$ 11,819,465

Changes in the ADC

Since the UAAL will never be amortized based on the benefit provisions and the contribution arrangement reflected in this December 31, 2023 actuarial valuation, it is impossible to analyze changes since the December 31, 2021 actuarial valuation in terms of the amortization period. Instead, the below shows an analysis in terms of an actuarially determined contribution rate by the city (ADC) that with the 14.2% contribution rate by the firefighters would be adequate to pay the normal cost and to amortize the UAAL in 25 years beginning on the actuarial valuation date. The beginning point in the December 31, 2021 actuarial valuation report was an ADC of 48.5%. The ending point is the December 31, 2023 actuarial valuation with an ADC of 42.5%. The items below identify changes and experience since the prior actuarial valuation and the resulting decrease in the ADC of 6.0% from the 48.5% two years ago to the 42.5% in this actuarial valuation.

1. The average annual rate of investment return, net of investment-related expenses, on the market value of assets during the two plan years 2022 and 2023 was -2.5%. However, the actuarial value of assets (AVA) used in the valuation and the determination of the amortization period is based on an adjusted market value. The average annual rate of return on the AVA, net of investment-related expenses, for plan years 2022 and 2023 was 3.0%, less than the assumed rate of return for those years of 7.0%. This resulted in an increase in the ADC of 2.1%.
2. The shortfall in contributions due to the starting 48.5% ADC not being contributed in 2022 and 2023 increased the ADC by 3.6%.

3. The aggregate payroll increased at an average rate of 8.3% per year instead of the assumed 3% per year rate, which caused the ADC to decrease by 3.6%.
4. The net result of all experience compared to the assumptions, other than the investment experience and the aggregate payroll experience, had the combined effect of increasing the ADC by 0.6%.
5. The changes in benefit provisions resulted in a decrease in the ADC of 7.1%.
6. Starting over with a new 25-year amortization period instead of staying at 23 years with the elapse of two years between the actuarial valuation dates decreased the ADC by 1.6%.

Section III

Establishing an Adequate Contribution Arrangement

The results of this actuarial valuation as of December 31, 2023, reflecting the changes in plan provisions and the increase in the city contribution rate effective January 1, 2024, reveal that the fund still has an inadequate contribution arrangement. There are three options for establishing an adequate contribution arrangement: (1) a sufficient increase in the total contribution rate, (2) a package of sufficient decreases in benefits, or (3) a sufficient combination of increases in contributions and decreases in benefits. A lump sum contribution is also a possibility in combination with any of the three normal options.

Without any additional changes in plan provisions, we showed in Section I the higher city contribution rate of 44.0% (assumed effective January 1, 2025) that would result in an amortization period of 25 years as of December 31, 2023. An increase of 19.8% in the city's contribution rate is unrealistic. Alternatively in lieu of an increase in the contribution percentage, a lump sum of \$80.6 million would be needed. Even with the proposed lump sum contribution of \$47 million by the city, there would still leave a required increase in the city rate of around 8.3%, both assumed effective as of January 1, 2025.

Because of these unrealistic contribution rate increases, the board will need to consider combining the \$47 million lump sum contribution with a package of decreases in benefits and an increase in the firefighter contribution rate. At your request, we recommended studies in an April 25, 2024 letter of the effects on the fund's December 31, 2023 actuarial valuation of each of the potential changes in benefit provisions described below. Given that additional changes may be needed, this is an ideal time to improve the benefit design and features of the plan and to reduce the normal cost to a more manageable level for the long-term sustainability of the fund.

1. Change the benefit formula from 75% of final average salary for the first 20 years of service plus \$80 for each year of service above 20 years to a set of graded percents of final average salary that will reduce the benefit for the first 20 years and increase the benefit for years above 20 years (3.3% per year for the first 20 years, 2.0% per year for years 21-30, and 1.0% per year for years above 30).
2. Discontinue the supplemental benefit for those retiring after the plan change effective date at age 50 or above of \$500 per month.
3. Increase by two years the minimum age and service requirements for all of the DROP plan benefits (from age 50/20 years to age 52/22 years and from 25 years at any age to 27 years at any age).
4. Discontinue the crediting of interest in the determination of a DROP lump sum.
5. Exclude firefighter contributions from the determination of a DROP lump sum.
6. Make the Reverse DROP actuarially equivalent to the normal retirement benefit by changing the reduction factor for the monthly benefit from 90% to the appropriate percentage based on a 7% interest rate assumption and an appropriate gender-neutral mortality assumption (expected to be close to 80%).

7. Change the benefit formula definition of final average salary from the highest 60-month average to the highest 84-month average, both being consecutive number of months.

We will determine the effects on the actuarial accrued liability and the normal cost percent for each of the potential changes individually as well as collectively. In addition, we will study what effect the collective package of potential changes plus the potential \$47 million lump sum contribution from the city would have toward establishing an adequate contribution arrangement. In addition, we will solve for what additional financing with the collective package and the \$47 million lump sum would be required, expressed both as a lump sum and as an increase in the total contribution rate.

The fund is subject to the state law known as the Funding Soundness Protection Plan. It requires the board and the city to work together to finalize a package of changes that will result in an amortization period of 30 years or less by September 1, 2025. For the fund, that effectively means a package of changes based on this December 31, 2023 actuarial valuation. We recommend targeting 25 years because of the very adverse investment experience of 2022 that is only partially recognized in this December 31, 2023 actuarial valuation.

Exhibit 1

**Distribution of Firefighters by Age and Service on December 31, 2023
with Average Annual Compensation**

Years of Service	Age									Total	Average Compen- sation
	Under 25	25-29	30-34	35-39	40-44	45-49	50-54	55-59	60 or Over		
0	2	4	5	4	0	0	0	0	0	15	\$ 57,000
1	11	10	5	1	0	0	0	0	0	27	62,780
2	4	5	4	3	0	1	0	0	0	17	78,770
3	3	10	5	7	0	0	0	0	0	25	93,087
4	1	6	9	3	1	0	0	0	0	20	92,418
5	1	3	1	5	0	0	0	0	0	10	93,978
6	0	4	5	4	2	0	0	0	0	15	91,510
7	0	2	2	1	0	0	0	0	0	5	107,394
8	0	3	3	1	2	0	0	0	0	9	105,033
9	0	1	5	2	0	1	0	0	0	9	116,043
10	0	1	4	1	5	1	0	0	0	12	116,918
11	0	0	1	3	2	0	0	0	0	6	112,839
12	0	0	1	3	2	0	0	0	0	6	117,462
13	0	0	0	0	1	0	0	0	0	1	161,867
14	0	0	0	0	1	1	0	0	1	3	141,107
15	0	0	0	3	1	0	0	0	0	4	125,537
16	0	0	0	1	6	0	2	0	0	9	132,587
17	0	0	0	3	7	2	1	0	0	13	128,119
18	0	0	0	2	3	1	0	0	0	6	139,262
19	0	0	0	0	2	1	0	0	0	3	129,311
20-24	0	0	0	0	3	11	3	0	0	17	142,992
25-29	0	0	0	0	0	4	7	2	1	14	151,589
30-34	0	0	0	0	0	0	0	1	1	2	166,928
35+	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>1</u>	129,511
Totals	22	49	50	47	38	23	13	3	4	249	\$103,915

Average Compensation	\$67,739	\$83,767	\$92,127	\$104,602	\$124,172	\$135,111	\$139,810	\$166,289	\$153,685	\$103,915
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Average age	35.8
Average years of service	9.2
Average age at hire	26.6

Exhibit 2
Summary of Pensioner Data

Type of Benefit	Pensioner Data Used in December 31, 2023 Valuation	
	Number of Recipients	Total Monthly Benefit Payments
Service Retirement	159 ¹	\$ 736,308
Disability Retirement	4	13,107
Vested Terminated (Deferred)	8	20,307
Surviving Spouse	30	74,034
Surviving Child	<u>8</u>	<u>6,281</u>
Total	209	\$ 850,037

Type of Benefit	Comparison of Pensioner Count by Type as of The Prior and Current Actuarial Valuations			
	December 31, 2021	New	Ceased	December 31, 2023
Service Retirement	150 ¹	+13	-4	159 ¹
Disability Retirement	4	0	0	4
Vested Terminated (Deferred)	7	+3	-2	8
Surviving Spouse	33	+2	-5	30
Surviving Child	<u>6</u>	<u>+2</u>	<u>0</u>	<u>8</u>
Total	200	+20	-11	209

¹ Includes seven alternate payees receiving benefits according to the terms of a Qualified Domestic Relations Order (QDRO).

Exhibit 3
Firefighter and Pensioner Reconciliation

	Firefighters	Current Payment Status	Vested Terminated Firefighters	Total
1. As of December 31, 2021	230	193 ¹	7	430
2. Change of status				
a. retirement	(9)	11	(2)	0
b. disability	0	0	0	0
c. death	(1)	(5)	0	(6)
d. survivor payment begins	0	4	0	4
e. withdrawal	(29)	0	0	(29)
f. vested termination	(1)	0	1	0
g. QDRO alternate payee	0	0	0	0
h. child benefit ceases	0	0	0	0
i. correction	<u>0</u>	<u>(2)</u>	<u>2</u>	<u>0</u>
j. net changes	(40)	8	1	(31)
3. New firefighters	<u>59</u>	<u>0</u>	<u>0</u>	<u>59</u>
4. As of December 31, 2023	249	201 ¹	8	458

¹ Includes seven alternate payees receiving benefits according to the terms of a Qualified Domestic Relations Order (QDRO).

Exhibit 4

Breakdown of Monthly Benefit Payment Amounts as of December 31, 2023

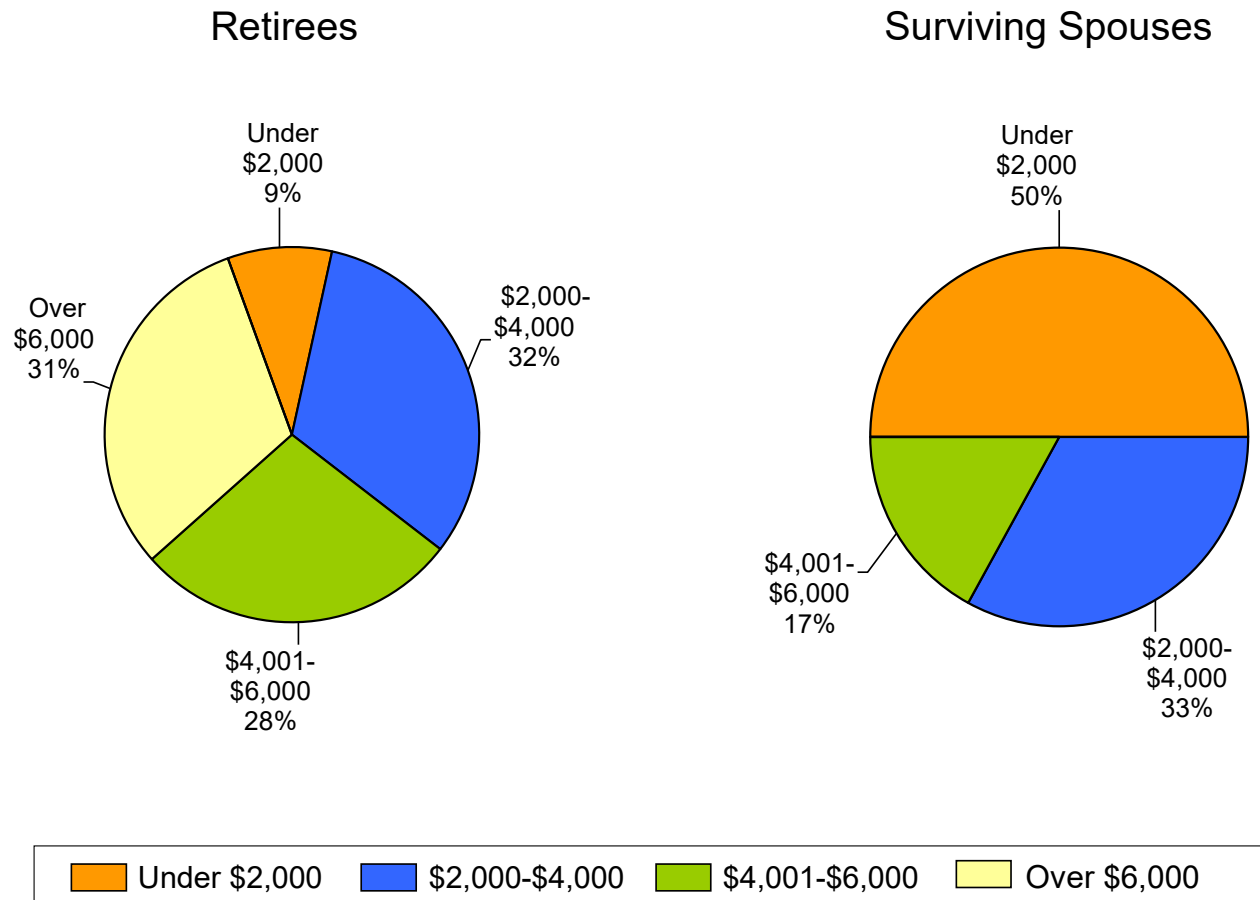


Exhibit 5

Historical Comparison of Actuarial Accrued Liability and Actuarial Value of Assets
(Present Plan Valuations as of December 31)

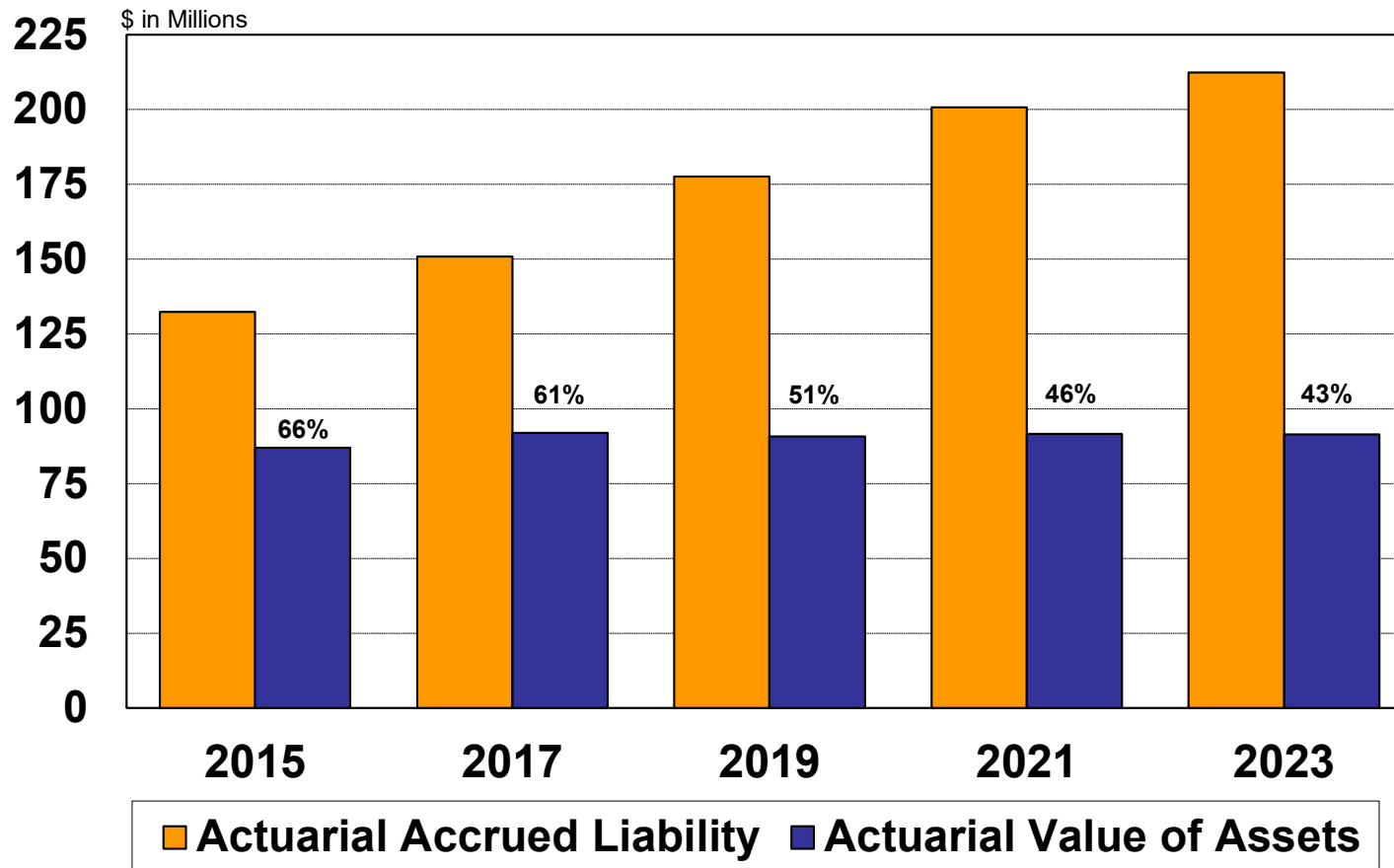


Exhibit 6
Summary of PRELIMINARY Asset Data

Asset Type	Market Value as of December 31, 2023	Target Allocation As a Percent of Grand Total
Equities		
U.S. Large Cap		20%
U.S. Small/Mid Cap		5
International		<u>15</u>
Total		40
Alternatives		
Venture Capital/Private Equity		15
Real Estate		10
Master Limited Partnerships		10
Private Credit		<u>5</u>
Total		40
Fixed Income		15
Cash Equivalents, Net of Payables		<u>5</u>
Grand Total	\$83,710,694 ¹	100%

¹ The grand total is the preliminary amount for the December 31, 2023 financial report. The invested amounts are not shown, instead the new investment consultant's target asset allocation is solely shown.

Comparison of Asset Values as of the Prior and Current Actuarial Valuation Dates		
	<u>December 31, 2021</u>	<u>December 31, 2023</u>
Market Value	\$93,771,847	\$83,710,694
Actuarial Value	\$91,653,825	\$91,467,898
Actuarial Value as a Percent of Market Value	97.7%	109.3%

Exhibit 7
Statement of Changes in Audited Assets
for the Years Ended December 31, 2023 and 2022

	<u>12/31/2023</u> Preliminary	<u>12/31/2022</u>
Additions		
1. Contributions		
a. Employer	\$ 5,580,525	\$ 5,201,025
b. Employees	<u>3,569,340</u>	<u>3,326,782</u>
c. Total	\$ 9,149,865	\$ 8,527,807
2. Investment Income		
a. Interest and dividends	\$ 1,000,000 ¹	\$ 958,504
b. Net appreciation in fair value	<u>5,034,586¹</u>	<u>(10,514,724)</u>
c. Total	\$ 6,034,586 ¹	\$ (9,556,220)
3. Other Additions	<u>0</u>	<u>389</u>
Total Additions	\$ 15,184,451	\$ (1,028,024)
Deductions		
4. Benefit Payments	\$ 11,553,195	\$ 10,875,344
5. Expenses		
a. Investment-related	\$ 500,000 ¹	\$ 500,264
b. General administrative	<u>400,000¹</u>	<u>388,777</u>
c. Total	\$ 900,000 ¹	\$ 889,041
Total Deductions	\$ 12,453,195	\$ 11,764,385
Net Increase in Assets	\$ 2,731,256	\$(12,792,409)
Market Value of Assets (Fiduciary Net Position)		
Beginning of Year	\$ 80,979,438	\$ 93,771,847
End of Year	\$ 83,710,694	\$ 80,979,438
Rate of Return		
Net of All Expenses	6.44%	(11.28)%
Net of Investment-Related Expenses	6.95%	(10.88)%
Gross	7.61%	(10.37)%
Direct Investment-Related Expenses	0.66%	0.51%

¹ Estimated.

Exhibit 8
Development of Actuarial Value of Assets

Calculation of Actuarial Investment Gain/(Loss) Based on Market Value for Plan Years Ending December 31				
	2023	2022	2021	2020
1. Market Value of Assets as of beginning of year	\$80,979,438	\$93,771,847	\$86,345,309	\$84,848,966
2. Firefighter Contributions	3,569,340	3,326,782	3,138,754	2,867,985
3. City Contributions	5,580,525	5,201,025	4,907,065	4,483,675
4. Benefit Payments and Administrative Expenses ¹	(11,953,195)	(11,264,121)	(13,075,523)	(10,686,490)
5. Expected Investment Return ²	<u>5,570,444</u>	<u>6,468,258</u>	<u>6,287,284</u>	<u>6,238,616</u>
6. Expected Market Value of Assets as of end of year	83,746,552	97,503,791	87,602,889	87,752,752
7. Actual Market Value of Assets as of end of year	<u>83,710,694</u>	<u>80,979,438</u>	<u>93,771,847</u>	<u>86,345,309</u>
8. Actuarial Investment Gain/(Loss)	(35,858)	(16,524,353)	6,168,958	(1,407,443)
9. Market Value Rate of Return Net of Expenses	6.95%	(10.88)%	14.86%	5.81%
10. Rate of Actuarial Investment Gain/(Loss)	(0.05)%	(17.88)%	7.36%	(1.69)%

¹ Administrative expenses are included for all years to retroactively make the investment return assumption net of investment-related expenses.

² Assuming uniform distribution of contributions and payments during the plan year; annual investment return assumed to be 7.0% for 2022 and 2023 and 7.5% for 2020 and 2021.

Plan Year	Investment Gain/(Loss)	Deferral Percentage	Deferred Gain/(Loss) as of 12/31/2023
2023	\$ (35,858)	80%	\$ (28,686)
2022	(16,524,353)	60%	(9,914,612)
2021	6,168,958	40%	2,467,583
2020	(1,407,443)	20%	(281,489)
Total			<u>\$ (7,757,204)</u>

Actuarial Value of Assets as of December 31, 2023	
11. Market Value of Assets as of December 31, 2023	\$ 83,710,694
12. Deferred Gain/(Loss) to be Recognized in Future	<u>(7,757,204)</u>
13. Preliminary Value (Item 11 – Item 12)	\$ 91,467,898
14. Corridor for Actuarial Value of Assets	
a. 80% of Market Value as of December 31, 2023 (minimum)	\$ 66,968,555
b. 120% of Market Value as of December 31, 2023 (maximum)	\$100,452,833
15. Actuarial Value as of December 31, 2023	\$ 91,467,898
16. Write Up/(Down) of Assets (Item 15 – Item 11)	\$ 7,757,204

Exhibit 9

Historical Comparison of Market and Actuarial Value of Assets
(Valuation as of December 31)

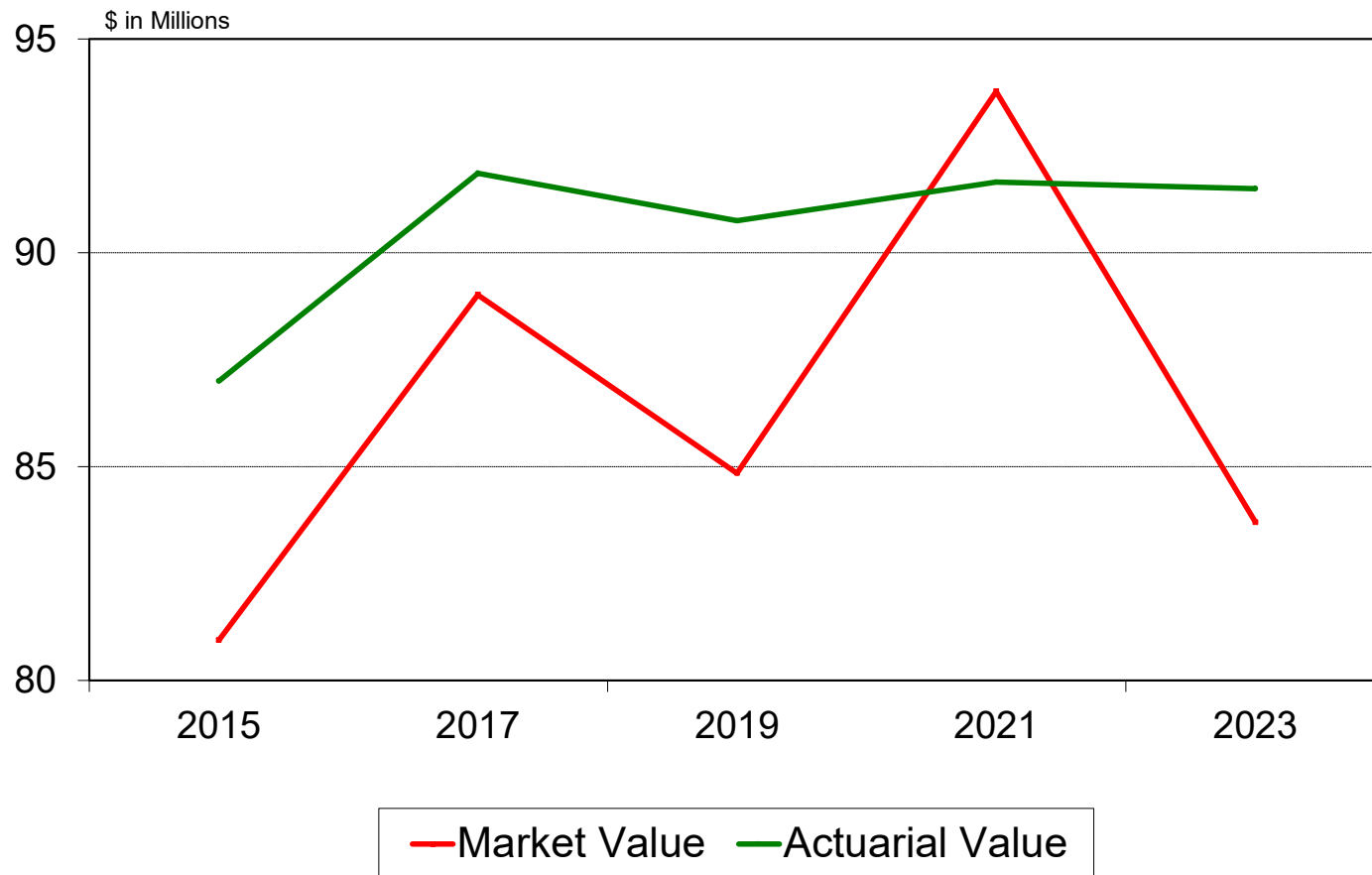
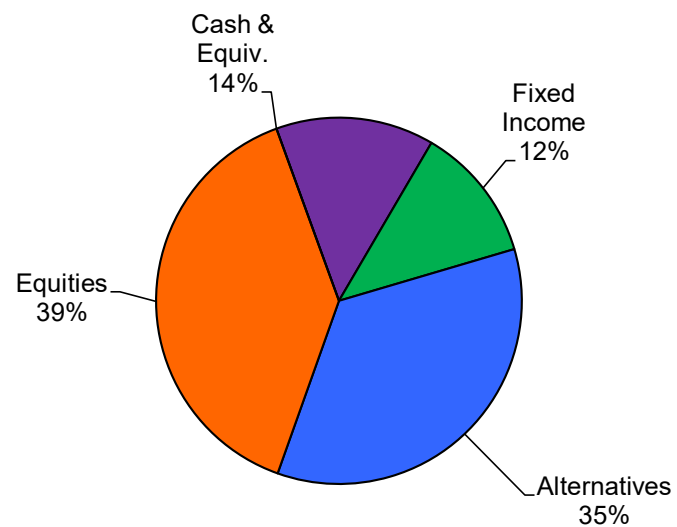


Exhibit 10

Market Value Asset Allocation for Prior and Current Actuarial Valuation Dates

December 31, 2021



December 31, 2023

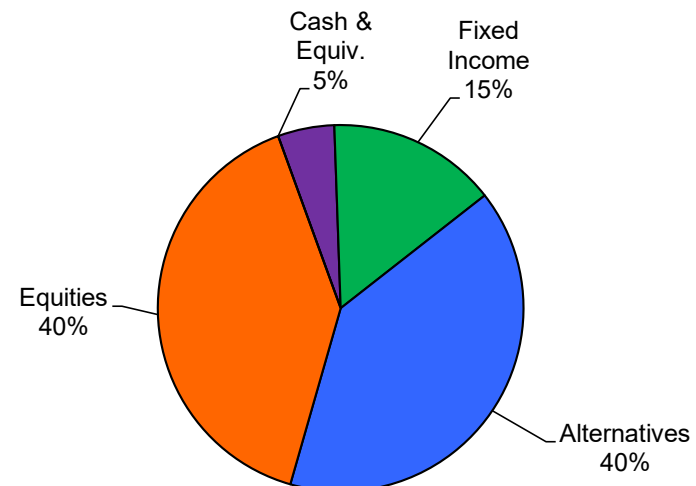


Exhibit 11

Actuarial Methods and Assumptions

A. Actuarial Methods

1. Actuarial Cost Method

The Entry Age Actuarial Cost Method is an actuarial cost method in which the actuarial present value of projected benefits of each active firefighter included in the valuation is allocated as a level percentage of compensation over the period from age at hire to the last age before 100% assumed retirement. Each active firefighter's normal cost is the current annual contribution in a series of annual contributions which, if made throughout the firefighter's total period of employment, would fund his expected benefits. Each firefighter's normal cost is calculated to be a constant percentage of his expected compensation in each year of employment. The normal cost for the fund is the sum of the normal costs for each active firefighter for the year following the valuation date. The normal cost as a percent of payroll reflects that contributions are made biweekly.

The fund's actuarial accrued liability is the excess of the actuarial present value of projected benefits over the actuarial present value of all future remaining normal cost contributions. The unfunded actuarial accrued liability (UAAL) is the amount by which the actuarial accrued liability exceeds the actuarial value of assets. The UAAL is recalculated each time a valuation is performed. Experience gains and losses, which represent deviations of the UAAL from its expected value based on the prior valuation, are determined at each valuation and are amortized as part of the newly calculated UAAL.

2. Amortization Method

The UAAL is assumed to be amortized with level percentage of payroll contributions (total assumed contribution rate less normal cost contribution rate) based on assumed payroll growth of 3% per year. The actuarial determination of the amortization period reflects that contributions are made biweekly.

3. Actuarial Value of Assets Method

All assets are valued at market value with an adjustment made to uniformly spread actuarial gains or losses (as measured by actual market value investment return vs. expected market value investment return) over a five-year period. The total adjustment amount shall be limited as necessary such that the actuarial value of assets shall not be less than 80% of market value nor greater than 120% of market value. See Exhibit 8.

B. Actuarial Assumptions

As a part of each actuarial valuation, we review the actuarial assumptions used in the prior actuarial valuation. The investment return assumption is reviewed using the building block approach that includes several asset allocations, assumed real rates of return for each asset class, an assumed rate of investment-related expenses, and an assumed rate

of inflation, with all assumptions for the long-term future. Our economic assumptions are influenced both by long-term historical experience and by future expectations of investment consultants and economists, but we select the economic assumptions and try to discuss them with the board before completing the actuarial valuation. See our review of the economic assumptions in Appendix A.

We review the termination and retirement experience since the prior valuation and periodically look back more than two years. We also periodically review the average salaries by years of service to get insights into the promotion, step, and longevity compensation patterns for the purpose of reviewing our compensation increase assumption. For the mortality assumptions, we use an appropriate published mortality table with projections for improvement beyond the valuation date. We are guided in our review and selection of assumptions by the relevant actuarial standards of practice. As a result of our review, we have selected actuarial assumptions we consider to be reasonable and appropriate estimates of future experience for the fund for the long-term future.

1. Investment Return

7% per year net of investment-related expenses.

2. Inflation

2.75% per year included in compensation increases and investment return assumptions.

3. Mortality Rates

PubS-2010 (public safety) total dataset mortality tables for employees and for retirees (sex distinct), projected for mortality improvement generationally using the projection scale MP-2019.

4. Compensation Increases

General increases of 3% per year combined with promotion, step, and longevity increases that average 2.89% per year over a 30-year career. See Exhibit 12.

5. Retirement Rates

Age	Rate per Year for Firefighters Eligible to Retire
50	30%
51-52	10
53	40
54-55	25
56-59	50
60	100

The average expected retirement age for paid firefighters not yet eligible to retire based on these rates is 53.6.

6. DROP Elections

- a. Percent of firefighters eligible electing Retroactive DROP: 100% of service retirements eligible to elect at least a 24-month lump sum.
- b. Months assumed for Retroactive DROP lump sum: Maximum they are eligible for, up to 36 months.
- c. Percent of firefighters electing Reverse DROP: 100% of service retirements not eligible to elect at least a 24-month lump sum Retroactive DROP.
- d. Percent of firefighters electing Forward DROP and Combined DROP: 0%

7. Termination Rates

See Exhibit 12.

8. Disability Rates

See Exhibit 12.

9. Reduction in Benefit after 2½ Years of Disability Retirement

15% weighted average reduction in benefit.

10. Percent Married

90% of the firefighters are assumed to be married at retirement, disability, or death while employed, with male firefighters having a spouse three years younger and female firefighters having a spouse three years older.

11. Payment Form for Retirement Benefits Due to Service Retirement, Disability Retirement, or Vested Termination

- Joint and 75% to surviving spouse for the 90% assumed to be married
- Life annuity for the 10% assumed to be single

12. Surviving Child's Death Benefit

None are assumed as a result of future deaths.

13. Firefighters' Contribution Rate

14.2% of covered pay.

14. City's Contribution Rate

24.2% of covered pay for at least as long as the period required to amortize the UAAL.

15. Compensation for First Year Following Valuation Date for Projecting Contributions

The actual (or annualized) pay for 2023 for each firefighter increased by 3% to reflect the general pay increase of 5% effective October 1, 2023. The sum of this compensation for projecting contributions is the covered payroll for the first year following the valuation date.

16. Compensation for First Year Following Valuation Date for Projecting Benefits

Compensation for each firefighter for projecting contributions (described in item 15) decreased by 10% to reflect the exclusion of compensation for unscheduled overtime. This compensation is used for projecting benefits.

17. Administrative Expenses

The expenses paid by fund assets for other than investment-related expenses are assumed to be 1.7% of payroll. The normal cost rate as a percent of payroll is assumed to be 1.7% of payroll higher to reflect these expenses.

18. Conditional 2% Increase in Benefits

The Present Plan's Section F conditional 2% increase in benefits to certain pensions when the fund's investment rate of return averages at least 8.25% over the most recent five consecutive years will never be triggered.

Exhibit 12

**Disability and Termination Rates per 1,000 Active Members
Compensation Increases by Years of Service**

Disability Rates		Termination Rates		Compensation Increases	
Attained Age	Rate per 1,000	Years of Service	Rate per 1,000	Years of Service	Increase Percent
20	0.14	0	119	1	15.88%
21	0.15	1	107	2	15.88
22	0.16	2	95	3	15.88
23	0.17	3	84	4	6.09
24	0.18	4	73	5	6.09
25	0.19	5	63	6	6.09
26	0.21	6	54	7	6.09
27	0.23	7	48	8	6.09
28	0.25	8	42	9	6.09
29	0.28	9	38	10	6.09
30	0.31	10	33	11	6.09
31	0.35	11	28	12	6.09
32	0.40	12	24	13	6.09
33	0.45	13	21	14	6.09
34	0.49	14	19	15	6.09
35	0.52	15	18	16	6.09
36	0.54	16	18	17	6.09
37	0.57	17	16	18	6.09
38	0.62	18	15	19	6.09
39	0.73	19	15	20	6.09
40	0.92	20 & Over	0	21	3.00
41	1.14			22	3.00
42	1.32			23	3.00
43	1.48			24	3.00
44	1.73			25	3.00
45	2.09			26	3.00
46	2.55			27	3.00
47	2.98			28	3.00
48	3.34			29	3.00
49	3.62			30	3.00
50	3.79			31	3.00
51	3.92			32	3.00
52	4.04			33	3.00
53	4.24			34	3.00
54	4.56			35	3.00
55	0.00			36	3.00
56	0.00			37	3.00
57	0.00			38	3.00
58	0.00			39	3.00
59	0.00			40	3.00

Exhibit 13

Definitions

- | | |
|--------------------------------|---|
| 1. Actuarial Accrued Liability | That portion, as determined by the particular actuarial cost method used, of the Actuarial Present Value of future pension plan benefits as of the Valuation Date that is not provided for by the Actuarial Present Value of future Normal Costs. |
| 2. Actuarial Assumptions | Assumptions as to the occurrence of future events affecting pension costs, such as: mortality, termination, disablement and retirement; changes in compensation; rates of investment earnings and asset appreciation; and other relevant items. |
| 3. Actuarially Equivalent | Of equal Actuarial Present Value, determined as of a given date with each value based on the same set of Actuarial Assumptions. |
| 4. Actuarial Gain (Loss) | A measure of the difference between actual experience and that expected based on the Actuarial Assumptions during the period between two Actuarial Valuation dates, as determined in accordance with the particular actuarial cost method used. |
| 5. Actuarial Present Value | The value of an amount or series of amounts payable or receivable at various times, determined as of a given date (the Valuation Date) by the application of the Actuarial Assumptions. |
| 6. Actuarial Valuation | The determination, as of a Valuation Date, of the Normal Cost, Actuarial Accrued Liability, Actuarial Value of Assets and related Actuarial Present Values for a pension plan. |
| 7. Actuarial Value of Assets | The value of cash, investments and other property belonging to a pension plan, as determined by a method and used by the actuary for the purpose of an Actuarial Valuation. |

- | | |
|--|--|
| 8. Entry Age Actuarial Cost Method | An actuarial cost method under which the Actuarial Present Value of the Projected Benefits of each individual included in the Actuarial Valuation is allocated as a level percentage of compensation over the period from age at hire to the last age before 100% assumed retirement. The portion of this Actuarial Present Value allocated to a valuation year is called the Normal Cost. The portion of this Actuarial Present Value not provided for at a Valuation Date by the Actuarial Present Value of future Normal Costs is called the Actuarial Accrued Liability. Under this method, Actuarial Gains (Losses), as they occur, reduce (increase) the Unfunded Actuarial Accrued Liability. |
| 9. Plan Year | A 12-month period beginning January 1 and ending December 31. |
| 10. Normal Cost | That portion of the Actuarial Present Value of pension plan benefits that is allocated to a valuation year by the actuarial cost method. |
| 11. Projected Benefits | Those pension plan benefit amounts that are expected to be paid at various future times according to the Actuarial Assumptions, taking into account such items as the effect of advancement in age and past and anticipated future qualified service. |
| 12. Overfunded Actuarial Accrued Liability | The excess, if any, of the Actuarial Value of Assets over the Actuarial Accrued Liability. |
| 13. Unfunded Actuarial Accrued Liability | The excess, if any, of the Actuarial Accrued Liability over the Actuarial Value of Assets. |
| 14. Valuation Date | The date upon which the Normal Cost, Actuarial Accrued Liability and Actuarial Value of Assets are determined. Generally, the Valuation Date will coincide with the end of a Plan Year. |
| 15. Years to Amortize the Unfunded Actuarial Accrued Liability | The period is determined in each Actuarial Valuation as the number of years, beginning with the Valuation Date, to amortize the Unfunded Actuarial Accrued Liability with a level percent of payroll that is the difference between the expected total contribution rate and the Normal Cost contribution rate. |

Exhibit 14

Summary of Present Plan

1. Normal Service or Disability Retirement Monthly Benefit
 - (a) Percentage of Highest 60-Month Average Salary 75%
 - (b) Additional amount per year of service over 20 years \$80.00
2. Normal Service Retirement Eligibility (Minimum) Age 50 and 20 Years or
25 Years and Under 50
3. Supplemental Monthly Benefit
 - (a) Monthly amount \$500.00
 - (b) Eligibility requirement (Minimum) Age 50 and 20 Years
4. Actuarially Equivalent Early Service Retirement Eligibility Age 45 and 20 Years
5. Retroactive Deferred Retirement Option Plan (RETRO DROP)
 - (a) Earliest RETRO DROP benefit calculation date Normal Service
Retirement Eligibility
 - (b) Maximum RETRO DROP benefit accumulation period 36 Months
 - (c) RETRO DROP lump sum includes
 - (i) Monthly benefits that would have been received
between RETRO DROP benefit calculation date
and termination of employment,
 - (ii) accumulated contributions made by the firefighter
after the RETRO DROP benefit calculation date, and
 - (iii) 4% annual interest
6. Reverse DROP
 - (a) Eligible upon attaining Normal Service Retirement Eligibility
 - (b) Monthly benefit of 90% of regular benefit
 - (c) Lump sum of 24 times the reduced monthly benefit
 - (d) No return of accumulated contributions and no interest

7. Forward DROP
- (a) Earliest Forward DROP irrevocable election Normal Service Retirement Eligibility
 - (b) Maximum Forward DROP accumulation period 36 months
 - (c) Forward DROP lump sum includes
 - (i) Monthly benefits that would have been received between the DROP election date and termination of employment,
 - (ii) accumulated contributions made by the firefighter after the DROP election date, and
 - (iii) 4% annual interest
8. Vested Terminated Benefit
- (a) Eligibility for firefighters 10 Years
 - (b) Percent vested with 10 years 50%
 - (c) Additional percent vested for each year above 10 years 5%
 - (d) Percent vested with 20 or more years 100%
 - (e) Benefit is deferred to date person would have satisfied normal service retirement eligibility date
 - (f) Benefit is percent vested times service retirement benefit
9. Disability Retirement Monthly Benefit for Firefighters Who Become Totally Disabled while Employed
- (a) For initial 30-month period is (i) plus (ii) if not able to perform job in fire department
 - (i) Minimum monthly amount based on 20 years
 - (ii) Additional amount per year of service over 20 years
 - (b) Following initial 30-month period is (i), or (ii), or (iii), depending upon status
 - (i) Initial benefit
 - (ii) Initial benefit multiplied by one-half
 - (iii) Zero
 - (c) Upon attaining eligibility for normal retirement, the member's vested retirement benefit becomes payable if the disability benefit has been reduced or terminated
10. Surviving Spouse's Monthly Benefit as a Percentage of Benefit Active Would Have Been Entitled to as a Normal Service Retirement Benefit 75%
11. Surviving Children's Monthly Benefit as a Percentage of Highest 60-Month Average Salary
- (a) Where the spouse is receiving a benefit 11.25%
 - (b) Where the spouse is not receiving a benefit or there is no spouse 22.50%
12. Contributions as a Percent of Payroll by:
- (a) Firefighters 14.20%
 - (b) City of Midland 24.20%

13. The normal form of annuity payment at retirement is a Joint and 75% to Surviving Spouse. In lieu of the normal form, an optional reduced Joint and 100% to Surviving Spouse may be elected. Payment is the last day of each month.
14. Salary used to determine the Highest 60-Month Average Salary before January 1, 2024 includes total pay except any lump sum distributions for unused sick leave or vacation are excluded. Beginning January 1, 2024, the salary used also excludes pay for unscheduled overtime. The average is based on the pay for the consecutive 60 months during which the includable pay was highest.
15. Refund of firefighters' accumulated contributions without interest will be made to firefighters who terminate employment and either are not eligible for any other benefit from the fund or request a refund from the fund.
16. Pensioners who have received benefits for five full plan years or more will receive a 2% cost-of-living adjustment on August 1 provided the fund's investment performance over the five plan years ending the previous December 31 averages 8.25% or more. DROP participation does not constitute time credited to the five-year requirement. The \$500 per month supplemental benefit will not be increased by the 2% cost-of-living adjustments.
17. A lump sum death benefit of \$10,000 will be paid to the designated beneficiary of a deceased firefighter, whether active or inactive (retired firefighter or a vested terminated firefighter).

Appendix A

Review of the Actuarial Economic Assumptions
for the December 31, 2023 Actuarial Valuation

Theoretical Investment Return Assumption Development

<u>Asset Class</u>	<u>Gross Annual Real Rate of Investment Return (ROR)¹</u>	<u>Target Asset Allocation²</u>
Domestic Equities		
Large Cap	6.5%	20%
Small/Mid Cap	7.0	<u>5</u>
		25
International Equities	7.0	15
Fixed Income	2.0	15
Alternatives		
Venture Capital/Private Equity	8.5	15
Real Estate	5.5	10
Master Limited Partnerships	8.0	10
Private Credit	5.0	<u>5</u>
		40
Cash	0.0	<u>5</u>
Total		100%
<u>Weighted Average Gross Real ROR Assumption</u>		5.88%
<u>Weighted Average Net Real ROR Assumption³</u>		4.63%
Possible Theoretical Annual Investment Return Assumption:		
<u>Net Real ROR Plus Assumed Annual Rate of Inflation</u>		
Assumed 2.75% Inflation		7.38%

¹ A gross **real** rate of return is an assumed total annual rate of investment return, before expenses, that is in excess of the assumed annual inflation rate. These are long-term assumptions made by Rudd and Wisdom, Inc.

² This allocation is based on the new investment consultant's asset allocation target.

³ A weighted average Net Real ROR is an annual rate equal to the weighted average Gross Real ROR reduced by investment-related expenses of an assumed annual rate of 1.25%. Before the change to the new investment consultant, investment-related expenses had been averaging 1.25% of assets. In the future, these expenses should be somewhat lower, but the large allocation to alternatives suggests the level could still be above 1.00%.

Appendix A (continued)**Price Inflation in the USA - Average Annual Rates of Increase in the CPI-U**

<u>Years (Dec. to Dec.)</u>	<u>Number of Years</u>	<u>Average Annual Increase</u>
1958 – 2023	65	3.70%
1963 – 2023	60	3.90
1968 – 2023	55	4.00
1973 – 2023	50	3.86
1978 – 2023	45	3.41
1983 – 2023	40	2.81
1988 – 2023	35	2.71
1993 – 2023	30	2.51
1998 – 2023	25	2.54
2003 – 2023	20	2.58

Most inflation forecasts are for 10 years or less. For example, the average 10-year forecast in the December 2023 Livingston Survey published by the Federal Reserve Bank of Philadelphia was 2.26%. However, 10 years is too short a forecast period for a public employee defined benefit pension plan. In the 2024 annual report of the OASDI Trust Funds (Social Security), the ultimate inflation assumptions for their 75-year projections are 3.0%, 2.4%, and 1.8% for the low-cost, intermediate, and high-cost assumptions, respectively. Looking at the average annual increase in the CPI-U over historical periods of 30 to 65 years above and considering the Social Security forecasts, we believe that reasonable assumed rates of inflation for the long-term future would range from 2.25% to 3.00%.

Administrative Expenses Paid by the Fund

<u>Plan Year Ending 12/31</u>	<u>Administrative Expenses Paid by the Fund</u>	<u>Covered Payroll</u>	<u>% of Payroll (2) ÷ (3)</u>
(1)	(2)	(3)	(4)
2023	\$ 400,000 ^(estimated)	\$ 25,136,197	1.59%
2022	388,777	23,428,042	1.66
2021	406,490	22,103,901	1.84
2020	330,045	20,196,734	1.63
2019	390,407	19,403,712	2.01
2018	230,738	17,568,234	1.31
2018-2023	\$2,146,457	\$127,836,820	1.68%

The administrative expenses are not reflected in the investment return assumption but are reflected as a percent of payroll that is added to the normal cost contribution rate. We recommend 1.70%, the average developed above for the last six plan years, rounded up to a multiple of 0.05%. (The covered payroll was determined as the contributions by the firefighters or the city for the plan year divided by the appropriate contribution rate during the plan year.) This is the same as the 1.70% assumption for the prior valuation.

Appendix A (continued)

Comparison of 12/31/2021 Actuarial Economic Assumptions with 12/31/2023 Actuarial Economic Assumptions

Actuarial Assumption ¹	12/31/2021 Actuarial Economic Assumptions	12/31/2023 Actuarial Economic Assumptions
Inflation (Price)	2.75%	2.75%
Net real rate of return ²	<u>4.25</u>	<u>4.25</u>
Net total investment return ²	7.00%	7.00%
Firefighter pay increase ³	5.89%	5.89%
Aggregate payroll increase	3.00%	3.00%
Administrative expenses	1.70% of payroll	1.70% of payroll

¹ All assumptions are annual rates.

² Net of all investment-related expenses.

³ For both 12/31/2021 and 12/31/2023, a 3% annual general compensation increase combined with annual promotion, step, and longevity pay increases that vary by length of service, which together average 5.89% over a 30-year career.

Appendix B

Other Disclosures as of December 31, 2023

Negative Amortization

- As of this actuarial valuation, the fund has perpetual negative amortization because the total contributions are inadequate to pay the normal cost and to amortize the unfunded actuarial accrued liability.

Reasonable Actuarially Determined Contribution Rate

- The benchmark actuarially determined contribution (ADC) rate in the section on funding policy on page 5 is a reasonable ADC rate consistent with actuarial standards of practice.

Actuarial Valuation Software

- We have utilized software licensed from Winklevoss Technologies, LLC in the development of the liabilities summarized in the report. We have independently confirmed the model developed by Winklevoss and have sufficiently tested it to ensure the model is an accurate representation of the system's liabilities.

Low-Default-Risk Obligation Measure (LDROM)

- The LDROM is a new required disclosure calculated as of the date of the actuarial valuation using a discount rate based on high quality bond yields instead of the expected return on the fund's diversified investment portfolio.

Low-Default-Risk Obligation Measure	\$346,804,053
Actuarial Accrued Liability	\$212,410,475

- The difference between the LDROM and the actuarial accrued liability determined in this actuarial valuation could be viewed as the expected savings from investing in the fund's diversified portfolio instead investing only in high quality bonds.
- For our calculation of the LDROM, we have used the same actuarial cost method and actuarial assumptions from this actuarial valuation summarized in Exhibits 11 and 12, except for an assumed discount rate of 3.26% instead of the investment return assumption of 7%. To determine the assumed discount rate, we used the Bond Buyer Index of general obligation bonds with 20 years to maturity, which has an average rating roughly equivalent to Moody's Investors Services' Aa2 rating and Standard and Poor's Corporation AA. The weekly index closest to the December 31, 2023 measurement date was 3.26%.
- Because the fund's assets are not invested only in high-quality bonds, the LDROM does not reflect the fund's actuarial condition, nor does it offer insights into the total contribution required for an adequate contribution arrangement or the security of participant benefits.