

AMENDED AUGUST 18, 2022 (ITEMS 22 & 23)

**CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL MEETING
August 23, 2022 - 10:00 AM
300 North Loraine
Midland, Texas
Council Chamber - City Hall**



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

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

OPENING ITEMS

1. Invocation – Pastor Bob Pase, Grace Lutheran Church
2. Pledge of Allegiance

CONSENT AGENDA

3. MOTION APPROVING THE FOLLOWING MINUTES:
 - 3a. REGULAR SESSION OF AUGUST 9, 2022
 - 3b. SPECIAL SESSION OF AUGUST 16, 2022
4. 2022-100 – RESOLUTION AWARDED A CONTRACT FOR RIGHT OF WAY LITTER COLLECTION SERVICES FOR THE SOLID WASTE DEPARTMENT TO DEE DEE MILLER D/B/A DEE SKY SERVICES FOR AN AMOUNT NOT TO EXCEED \$240,000.00 (DISTRICT: ALL) (GENERAL SERVICES)
5. 089-2022 – MOTION AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE A REQUEST FOR COMPETITIVE SEALED BIDS FOR THE MOMENTUM BANK BALLPARK PEDESTRIAN BRIDGE REHABILITATION PROJECT FOR THE COMMUNITY SERVICES DEPARTMENT AND TO NEGOTIATE A CONTRACT FOR SAID PROJECT; PROVIDED, HOWEVER, THAT SAID AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY COUNCIL (DISTRICT 4) (GENERAL SERVICES)
6. 2022-101 – RESOLUTION APPROVING A CONTRACT WITH HOHENBERGER, INC., D/B/A CSI: LUBBOCK, THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF ACCESS CONTROL AND CAMERA SYSTEMS AT MULTIPLE CITY BUILDINGS FOR A TOTAL COST OF \$348,524.32; AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT: ALL) (GENERAL SERVICES)

7. 2022-102 – RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PARKHILL, SMITH & COOPER, INC., D/B/A PARKHILL FOR SURVEY, DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR PHASE II OF NEW WATER AND WASTEWATER UTILITIES ALONG BRIARWOOD AVENUE BETWEEN GOLDEN GATE AVENUE AND STATE HIGHWAY 158 FOR A COST OF \$115,000.00; AND APPROPRIATING FUNDS (DISTRICT 4) (GENERAL SERVICES)
8. 2022-103 – RESOLUTION AUTHORIZING THE PURCHASE OF MICROSOFT ENTERPRISE VOLUME AND TRUE-UP LICENSING FROM SOFTWARE ONE, INC., THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES, FOR THE COMMUNICATION AND INFORMATION SYSTEMS DEPARTMENT AT A TOTAL COST OF \$326,997.53; RATIFYING THE SIGNING OF THE CHANGE OF RESELLER AGREEMENT; AND RESCINDING RESOLUTION 2021-075 (DISTRICT: NONE) (GENERAL SERVICES)
9. 090-2022 – MOTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH COMMEMORATIVE AIR FORCE, INC., TO PROVIDE FOR THE 2022 AIRSHOW AT MIDLAND INTERNATIONAL AIR & SPACE PORT (DISTRICT 4) (AIRPORTS)
10. 2022-104 – RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND THE UNIVERSITY OF TEXAS OF THE PERMIAN BASIN, AS AUTHORIZED BY CHAPTER 791 OF THE TEXAS LOCAL GOVERNMENT CODE, TO ADVERTISE OR PUBLICIZE THE CITY OF MIDLAND FOR THE PURPOSE OF DEVELOPING NEW AND EXPANDED BUSINESS ENTERPRISES (DISTRICT: ALL) (CITY MANAGER)
11. 091-2022 – MOTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND PARKHILL, SMITH, & COOPER, INC., FOR PROFESSIONAL SERVICES RELATED TO A SITE ASSESSMENT AND DEVELOPMENT AT MIDLAND INTERNATIONAL AIR & SPACE PORT (DISTRICT 4) (CITY MANAGER)
12. 092-2022 – MOTION APPROVING A PROMOTIONAL AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND HIGHER ORBITS, INC., TO ADVERTISE AND PUBLICIZE THE CITY OF MIDLAND FOR THE PURPOSE OF DEVELOPING NEW AND EXPANDED BUSINESS ENTERPRISES (DISTRICT: ALL) (CITY MANAGER)
13. 093-2022 – MOTION APPROVING A CONTRACT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND RON OSBORN, INC., DBA ADVANCED ENVIRONMENTAL SERVICES FOR THE ABATEMENT OF HAZARDOUS MATERIALS WITHIN THE STRUCTURES LOCATED ON CERTAIN REAL PROPERTY DESCRIBED AS LOTS 1A AND 9-12, BLOCK 35, ORIGINAL TOWN OF MIDLAND, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (DISTRICT 2) (CITY MANAGER)

14. 094-2022 – MOTION APPROVING A CONSULTING SERVICES AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND STRONG ENVIRONMENTAL SERVICES, LLC, FOR SERVICES RELATED TO THE ABATEMENT OF HAZARDOUS MATERIALS WITHIN THE STRUCTURES LOCATED AT CERTAIN REAL PROPERTY DESCRIBED AS LOTS 1A AND 9-12, BLOCK 35, ORIGINAL TOWN OF MIDLAND, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (DISTRICT 2) (CITY MANAGER)
15. 2022-105 – RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE EXECUTIVE COMMITTEE OF CITIES SERVED BY ATMOS WEST TEXAS (“CITIES”) AND ATMOS ENERGY CORP., WEST TEXAS DIVISION (THE “COMPANY”) REGARDING THE COMPANY’S 2022 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE CITIES’ REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO DELIVER THIS RESOLUTION TO THE COMPANY AND CITIES’ LEGAL COUNSEL (DISTRICT: NONE) (CITY MANAGER)
16. 2022-106 – RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF MIDLAND, TEXAS, AND THE ARTS COUNCIL OF MIDLAND FOR THE SALE OF CERTAIN REAL PROPERTY DESCRIBED AS LOTS 19-24, BLOCK 176, AND LOTS 1-18, BLOCK 177, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL LEGAL DOCUMENTS AND INSTRUMENTS NECESSARY AND APPROPRIATE FOR THE CLOSING OF THE SALE OF SAID REAL PROPERTY (DISTRICT 2) (COMMUNITY SERVICES)
17. 095-2022 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (22-329-027) WITH NUSTAR PERMIAN TRANSPORTATION & STORAGE, L.L.C., REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 24 BLOCK 37, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS. (DISTRICT: NONE) (UTILITIES)

SECOND READINGS

18. 10330 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 1, BUSH TENNIS CENTER ADDITION, AND LOT 4, BLOCK 1, CROSS POINTE ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A RECREATION CENTER, IN PART, AND MF-16, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART, TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED ON THE

NORTH SIDE OF BRIARWOOD AVENUE, APPROXIMATELY 2,000 FEET WEST OF HOLIDAY HILL ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES) (FIRST READING HELD AUGUST 09, 2022)

19. 10332 – AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 2.27-ACRE TRACT OF LAND OUT OF SECTION 22, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF DUMFRIES ROAD, APPROXIMATELY 3,590 FEET NORTH OF HIGHWAY 158); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 4) (DEVELOPMENT SERVICES) (FIRST READING HELD AUGUST 09, 2022)
20. 10333 – AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 2.27-ACRE TRACT OF LAND OUT OF SECTION 22, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN AE, AGRICULTURAL ESTATE DISTRICT; SAID TRACT BEING GENERALLY LOCATED ON THE EAST SIDE OF DUMFRIES ROAD, APPROXIMATELY 3,590 FEET NORTH OF HIGHWAY 158; 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) (FIRST READING HELD AUGUST 09, 2022)
21. 10334 – AN ORDINANCE ESTABLISHING INTERSECTION STOPS AT VARIOUS LOCATIONS WITHIN THE CITY OF MIDLAND, TEXAS; AUTHORIZING AND DIRECTING THE TRAFFIC ENGINEER TO INSTALL APPROPRIATE SIGNS AND MARKINGS AT THE DESIGNATED LOCATIONS; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS (\$200.00); AND ORDERING PUBLICATION (DISTRICT: ALL) (ENGINEERING SERVICES) (FIRST READING HELD AUGUST 09, 2022)

PUBLIC HEARINGS

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

22. 10335 – GATHER PUBLIC INPUT ON THE PROPOSED 2022-2023 BUDGET; AND CONSIDER AN ORDINANCE OF THE CITY OF MIDLAND PROVIDING FUNDS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023, BY APPROVING THE BUDGET FOR SAID PERIOD AND APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS OUT OF THE GENERAL AND OTHER REVENUES AND UNAPPROPRIATED FUND BALANCE OF THE CITY OF MIDLAND FOR SAID FISCAL YEAR FOR THE MAINTENANCE AND OPERATION OF THE VARIOUS DEPARTMENTS AND FOR VARIOUS ACTIVITIES AND IMPROVEMENTS TO THE CITY; AND ORDERING PUBLICATION (DISTRICT: NONE) (FINANCE)

23. 10336 – TAX RATE INCREASE FOR FISCAL YEAR 2022-2023; AND CONSIDER AN ORDINANCE FIXING THE TAX LEVY FOR THE CITY OF MIDLAND, TEXAS, FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2022, AND ENDING ON SEPTEMBER 30, 2023 (DISTRICT: NONE) (FINANCE)
24. 10337 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 1.7-ACRE TRACT OF LAND OUT OF LOT 6, BLOCK 7, SKYVIEW DEVELOPMENT, SECTION 10, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO CE, COUNTRY ESTATE DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF TODD DRIVE AND MARIE DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)
25. 10338 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.77-ACRE TRACT OF LAND OUT OF THE SOUTHEAST QUARTER OF SECTION 10, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO O-1, OFFICE DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF WAYSIDE DRIVE, APPROXIMATELY 57 FEET NORTH OF EAST GIST 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)
26. 10339 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOTS 1 AND 2, BLOCK 12, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST TEXAS AVENUE AND NORTH C STREET), WHICH IS PRESENTLY ZONED O-1, OFFICE 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)
27. 10340 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE THE TRACT OF LAND DESCRIBED AS LOTS 7 THROUGH 9, BLOCK 93, A 0.263-ACRE PORTION OF BLOCK 96, THE NORTH 40 FEET OF THE WEST 175 FEET OF BLOCK 104, THE ABANDONED PORTIONS OF THE BRUNSON STREET RIGHT-OF-WAY, A 14,408-SQUARE FOOT PORTION OF WEST INDIANA STREET RIGHT-OF-WAY, AND A 2,650-SQUARE FOOT PORTION OF THE ABANDONED BRUNSON AVENUE RIGHT-OF-WAY, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM 2F, TWO-FAMILY DWELLING (DUPLEX)

DISTRICT, IN PART, AND SF-1, SINGLE-FAMILY DWELLING DISTRICT, IN PART, TO PD, PLANNED DEVELOPMENT DISTRICT FOR A CIVIC CENTER AND COMMUNITY CENTER (GENERALLY LOCATED ON THE EAST SIDE OF THE INTERSECTION OF SOUTH L STREET AND WEST INDIANA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES)

28. 10341 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 36,700-SQUARE FOOT PORTION OF LOT 3A, BLOCK 1, NORTH PARK ADDITION, SECTION 5, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORTH MIDKIFF ROAD, APPROXIMATELY 340 FEET NORTH OF WEST LOOP 250 NORTH), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN AN INDOOR COMMERCIAL AMUSEMENT FACILITY FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES)

PUBLIC COMMENT

29. 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.)

Respectfully Submitted,

Robert Patrick
City Manager

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

**MIDLAND CITY COUNCIL
MINUTES
August 9, 2022**



The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., August 09, 2022.

Council Members present: Dan Corrales, Robin Poole, Lori Blong, Patrick Payton, Scott Dufford, Jack Ladd, John Norman

Council Members absent: None

Staff members present: City Manager Robert Patrick, City Attorney John Ohnemiller, Deputy City Manager Morris Williams Jr, Assistant City Manager Tina Jauz

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

OPENING ITEMS

1. Invocation – Pastor Roy Smith, True-Lite Christian Fellowship Church
2. Pledge of Allegiance

CONSENT AGENDA

John Norman moved to approve Consent Agenda items 3-12, excluding item(s) 5, 11; seconded by Jack Ladd.

The motion passed by the following vote:

AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

3. MOTION APPROVING THE FOLLOWING MINUTES:

3a. REGULAR SESSION OF JULY 26, 2022

3b. SPECIAL SESSION OF AUGUST 2, 2022

4. 2022-093 – RESOLUTION AWARDING A CONTRACT FOR THE SOLOMON LANE PAVING BOND PROJECT TO PERMIAN PAVING, INC. OF MIDLAND, TEXAS, AT A TOTAL COST OF \$1,965,616.30; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT (DISTRICT 1) (GENERAL SERVICES)
6. 078-2022 – MOTION AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE A REQUEST FOR SEALED BIDS FOR THE WATER SYSTEM IMPROVEMENTS AT BUSINESS 20 AND SAN ANDRES WATER MAIN EXTENSION PROJECT FOR THE UTILITIES DEPARTMENT AND TO NEGOTIATE A CONTRACT FOR SAID SERVICES; PROVIDED, HOWEVER, THAT SAID AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY COUNCIL (DISTRICT 2) (GENERAL SERVICES)
7. 2022-095 – RESOLUTION RATIFYING AND APPROVING THE PAYMENT FOR THE EMERGENCY MANHOLE REMOVAL AND REPLACEMENT IN JAL DRAW AT WHITNEY DRIVE BY TEC EXCAVATION, INC., FOR A TOTAL COST OF \$103,805.00 (DISTRICT 3) (GENERAL SERVICES)
8. 2022-096 – RESOLUTION CALLING AN ELECTION FOR THREE CITY OFFICIALS; AMENDING THE BOUNDARY OF THE CITY ELECTION AND CITY COUNCIL DISTRICTS; PROVIDING FOR USE OF ACCESSIBLE VOTING SYSTEMS; ESTABLISHING ELECTION PRECINCTS FOR SAID ELECTION; AND ESTABLISHING VOTE CENTERS FOR SAID ELECTION (DISTRICT: ALL) (CITY SECRETARY)
9. 079-2022 – MOTION AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES IN THE FOLLOWING AMOUNTS AND FOR THE FOLLOWING PURPOSES: \$150,358.00 TO ASSIST THE CITY OF MIDLAND HEALTH SERVICES DIVISION (THE "CITY") WITH THE DELIVERY OF IMMUNIZATION SERVICES; \$105,462.00 TO ASSIST THE CITY WITH THE FUNDING AND DELIVERY OF PUBLIC HEALTH EMERGENCY PREPAREDNESS SERVICES; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL NECESSARY ACCEPTANCE DOCUMENTS; AND AUTHORIZING AND DIRECTING THE CITY TREASURER TO DEPOSIT SAID GRANT FUNDS INTO THE GENERAL FUND (DISTRICT: ALL) (COMMUNITY SERVICES)
10. 2022-097 – RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC ("OPERATOR") TO DRILL TWO OIL AND GAS WELLS LOCATED IN SECTION 2, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 1,942 FEET AND 2,032 FEET WEST OF SOUTH LAMESA ROAD AND BETWEEN 165 FEET AND 167 FEET SOUTH OF INTERSTATE 20); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT (DISTRICT 2) (DEVELOPMENT SERVICES)
12. 2022-099 – RESOLUTION AUTHORIZING THE ISSUANCE OF AN OPERATING CERTIFICATE TO TARA ROSELIND MCCLAIN; SETTING FORTH CONDITIONS ACCOMPANYING THE CERTIFICATE; AND ESTABLISHING THE TERMS OF THE CERTIFICATE (DISTRICT: ALL) (POLICE)

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

5. 2022-094 – RESOLUTION AUTHORIZING THE SOLE-SOURCE PURCHASE OF A REPLACEMENT ENGINE FOR A CATERPILLAR 836H COMPACTOR FROM WARREN POWER & MACHINERY, INC., DBA WARREN CAT THROUGH BUYBOARD FOR A TOTAL COST OF \$140,626.35 (DISTRICT: NONE) (GENERAL SERVICES)

Jack Ladd moved to approve Resolution No. 2022-094; seconded by Dan Corrales.

The motion by the following vote:

AYE: Corrales, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: Payton

ABSENT: None

11. 2022-098 – RESOLUTION APPROVING THE FISCAL YEAR 2022-2023 BUDGET FOR THE MIDLAND-ODESSA URBAN TRANSIT DISTRICT (DISTRICT: ALL) (DEVELOPMENT SERVICES)

Council Member Corrales would like to know how we, as a City, can help EZ Rider with possibly putting up a shelter to assist people with their needs.

Development Services Director Chuck Harrington gave a brief overview of the item noting there has been discussion about this topic. They are awaiting the new routes for better placement.

Dan Corrales moved to approve Resolution No. 2022-098; seconded by John Norman.

The motion passed by the following vote:

AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

SECOND READINGS

13. 10327 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.16-ACRE TRACT OF LAND OUT OF THE SOUTHEAST QUARTER OF BLOCK 21, HOMESTEAD ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF NORTH MINEOLA STREET, APPROXIMATELY 92 FEET NORTH OF EAST MICHIGAN 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) (FIRST READING HELD JULY 26, 2022)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10327.

PACKET

3a.3

August 23, 2022

MINUTES

Page 3

August 9, 2022

John Norman moved to approve the second and final reading of Ordinance No. 10327; seconded by Jack Ladd.

The motion passed by the following vote:

AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

14. 10328 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 3, BLOCK 13, GRAFALAND ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF STOREY AVENUE AND EAST BROADWAY STREET), BY PERMITTING (1) A REDUCED MINIMUM REAR YARD SETBACK AND (2) A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST SIDE OF THE LOT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES) (FIRST READING HELD JULY 26, 2022)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10328.

Lori Blong moved to approve the second and final reading of Ordinance No. 10328; seconded by Jack Ladd.

The motion passed by the following vote:

AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

15. 10329 – AN ORDINANCE ADOPTING A FEE SCHEDULE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING AN APPEAL PROCESS; ESTABLISHING AN EFFECTIVE DATE OF OCTOBER 1, 2022; AND ORDERING PUBLICATION (DISTRICT: NONE) (FINANCE) (FIRST READING HELD JULY 26, 2022)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10329.

Dan Corrales moved to approve second and final reading of Ordinance No. 10329; seconded by Lori Blong.

The motion passed by the following vote:

AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

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

16. 10330 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 1, BUSH TENNIS CENTER ADDITION, AND LOT 4, BLOCK 1, CROSS POINTE ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A RECREATION CENTER, IN PART, AND MF-16, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART, TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF BRIARWOOD AVENUE, APPROXIMATELY 2,000 FEET WEST OF HOLIDAY HILL ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10330.

Development Services Director Chuck Harrington gave a brief overview of the item noting the request was made on behalf of the Bush Tennis Center. They are looking to expand operations which would allow the Citizens of Midland to have more athletic opportunities.

Mayor Payton opened the public hearing at 10:12 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. 10330; seconded by Lori Blong.

The motion passed by the following vote:

AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

17. 080-2022 – THE PROPOSED GRANTING OF AN OIL AND GAS WELL PERMIT TO PIONEER NATURAL RESOURCES, USA, INC. ("OPERATOR") FOR THE DRILLING OF THE OIL AND GAS WELL STIMSON E17A 101H; SAID WELL BEING GENERALLY LOCATED 405 FEET SOUTH OF ARAPAHOE ROAD AND 1,362 FEET WEST OF ELKINS ROAD; PUBLIC HEARING ONLY (DISTRICT 1) (DEVELOPMENT SERVICES)

Mayor Payton opened the public hearing at 10:13 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

18. 081-2022 – THE PROPOSED GRANTING OF OIL AND GAS WELL PERMITS TO PIONEER NATURAL RESOURCES, USA, INC. ("OPERATOR") FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELLS: STIMSON-NAIL W17K 11H; STIMSON-NAIL W17L 12H; STIMSON-NAIL W17M 13H; STIMSON-NAIL W17N 14H; STIMSON-NAIL W17O 15H; STIMSON-NAIL W17P 16H; STIMSON-NAIL W17Q 17H; STIMSON-NAIL W17R 18H; STIMSON-NAIL W17S 19H; AND STIMSON-NAIL W17T 20H; SAID WELLS BEING GENERALLY LOCATED 405 FEET SOUTH OF ARAPAHOE ROAD AND BETWEEN 1,040 AND 1,220 FEET EAST OF TODD DRIVE EXTENSION; PUBLIC

HEARING ONLY (DISTRICT 1) (DEVELOPMENT SERVICES)

Mayor Payton opened the public hearing at 10:14 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

19. 082-2022 – THE PROPOSED GRANTING OF OIL AND GAS WELL PERMITS TO ENDEAVOR ENERGY RESOURCES, L.P. (“OPERATOR”) FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELLS: ELKINS ATRELLE 31-42 #112; ELKINS ATRELLE 31-42 #113; ELKINS ATRELLE 31-42 #114; ELKINS ATRELLE 31-42 #123; ELKINS ATRELLE 31-42 #211; AND ELKINS ATRELLE 31-42 #221; SAID WELLS BEING GENERALLY LOCATED BETWEEN 500 FEET AND 501 FEET SOUTH OF EAST CYNTHIA DRIVE EXTENSION AND BETWEEN 1,096 FEET AND 1,221 FEET WEST OF TODD DRIVE; PUBLIC HEARING ONLY (DISTRICT 2) (DEVELOPMENT SERVICES)

Oil & Gas Compliance Officer Ron Jenkins gave a brief overview of items 19 and 20 noting this location has had wells before and that precautions are being made to keep the noise levels down.

Mayor Payton opened the public hearing at 10:16 a.m.

Michael Schult, 3710 Irving, expressed concerns for operations regarding the safety of groundwater and noise levels.

Alex Bedford, 110 N. Marienfeld, Endeavor Representative, addressed Mr. Schult’s issues regarding groundwater and noise. He also provided information regarding the wells and will speak with Mr. Schult directly for more clarification.

There being no one else wishing to speak, the public hearing was closed at 10:20 a.m.

20. 083-2022 – THE PROPOSED GRANTING OF OIL AND GAS WELL PERMITS TO ENDEAVOR ENERGY RESOURCES, L.P. (“OPERATOR”) FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELLS: ELKINS ATRELLE 31-42 #122; ELKINS ATRELLE 31-42 #132; ELKINS ATRELLE 31-42 #133; ELKINS ATRELLE 31-42 #143; AND ELKINS ATRELLE 31-42 #231; SAID WELLS BEING GENERALLY LOCATED 359 FEET SOUTH OF EAST CYNTHIA DRIVE EXTENSION AND BETWEEN 1,803 FEET AND 1,903 FEET WEST OF TODD DRIVE; PUBLIC HEARING ONLY (DISTRICT 2) (DEVELOPMENT SERVICES)

Mayor Payton opened the public hearing at 10:20 a.m.

Michael Schult expressed the same concerns as item number 19.

There being no one else wishing to speak, the public hearing was closed at 10:21 a.m.

21. 084-2022 – THE PROPOSED GRANTING OF OIL AND GAS WELL PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC (“OPERATOR”) FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELLS: MUSTANG 120 MIPA UNIT #H120MS; MUSTANG 130 MIPA UNIT #H130SS; AND MUSTANG 140 MIPA UNIT #H140MS; SAID WELLS BEING GENERALLY LOCATED BETWEEN 1,575 FEET AND 1,697 FEET EAST OF

RANKIN HIGHWAY AND BETWEEN 500 FEET AND 590 FEET SOUTH OF I-20; PUBLIC HEARING ONLY (DISTRICT 2) (DEVELOPMENT SERVICES)

Mayor Payton opened the public hearing at 10:21 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

22. 085-2022 – THE PROPOSED GRANTING OF OIL AND GAS WELL PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC (“OPERATOR”) FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELLS: MUSTANG 150 MIPA UNIT #H150SS AND MUSTANG 160 MIPA UNIT #H160MS; SAID WELLS BEING GENERALLY LOCATED BETWEEN 952 FEET AND 1,121 FEET WEST OF RANKIN HIGHWAY AND BETWEEN 433 FEET AND 460 FEET SOUTH OF I-20; PUBLIC HEARING ONLY (DISTRICT 2) (DEVELOPMENT SERVICES)

Mayor Payton opened the public hearing at 10:21 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

23. 086-2022 – THE PROPOSED GRANTING OF AN OIL AND GAS WELL PERMIT TO PERMIAN DEEP ROCK OIL CO., LLC (“OPERATOR”) FOR THE DRILLING OF THE OIL AND GAS WELL REBEL #H120MS; SAID WELL BEING GENERALLY LOCATED 380 FEET EAST OF SOUTH LAMESA ROAD AND 463 FEET SOUTH OF I-20; PUBLIC HEARING ONLY (DISTRICT 2) (DEVELOPMENT SERVICES)

Mayor Payton opened the public hearing at 10:21 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

24. 087-2022 – THE PROPOSED GRANTING OF AN OIL AND GAS WELL PERMIT TO PERMIAN DEEP ROCK OIL CO., LLC (“OPERATOR”) FOR THE DRILLING OF THE OIL AND GAS WELL REBEL #H130SS; SAID WELL BEING GENERALLY LOCATED 271 FEET WEST OF SOUTH LAMESA ROAD AND 205 FEET SOUTH OF I-20; PUBLIC HEARING ONLY (DISTRICT 2) (DEVELOPMENT SERVICES)

Mayor Payton opened the public hearing at 10:22 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

25. 088-2022 – THE PROPOSED GRANTING OF AN OIL AND GAS WELL PERMIT TO PERMIAN DEEP ROCK OIL CO., LLC (“OPERATOR”) FOR THE DRILLING OF THE OIL AND GAS WELL REBEL #H140MS; SAID WELL BEING GENERALLY LOCATED 1,142 FEET WEST OF SOUTH LAMESA ROAD AND 185 FEET SOUTH OF I-20; PUBLIC HEARING ONLY (DISTRICT 2) (DEVELOPMENT SERVICES)

Mayor Payton opened the public hearing at 10:22 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

26. 10331 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 22, BLOCK 131, WILSHIRE PARK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF MONTY DRIVE, APPROXIMATELY 134 FEET NORTH OF MERCEDES DRIVE), BY PERMITTING (1) AN INCREASED

MAXIMUM NUMBER OF ACCESSORY BUILDINGS, (2) A REDUCED MINIMUM FRONT YARD SETBACK AND (3) A REDUCED MINIMUM SIDE YARD SETBACK ON THE NORTH SIDE OF THE LOT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10331.

Development Services Director Chuck Harrington gave a brief overview of the item noting the item was brought to the City's attention by the neighborhood. A garage/carport and several other buildings on the property were installed but never permitted. Staff received a number of complaints and recommends denial.

Mayor Payton opened the public hearing at 10:28 a.m.

Ysidro (Sid) Guzman reported items were already there before he bought the house and that he didn't think he needed a permit for the garage/carport he installed.

There being no one else wishing to speak, the public hearing was closed at 10:41 a.m.

Dan Corrales moved to approve the first of two readings of Ordinance No. 10331; the motion died for lack of a second.

John Norman moved to defer the first of two readings of Ordinance No. 10331; seconded by Robin Poole.

The motion failed by the following vote:

AYE: Poole, Payton, Norman

NAY: Corrales, Blong, Dufford, Ladd

ABSTAIN: None

ABSENT: None

27. 10332 – AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 2.27-ACRE TRACT OF LAND OUT OF SECTION 22, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF DUMFRIES ROAD, APPROXIMATELY 3,590 FEET NORTH OF HIGHWAY 158); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 4) (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10332.

Development Services Director Chuck Harrington gave a brief overview of the item noting this is a piece of land adjacent to our Northwest boundary. The applicants made a voluntary request to be annexed into the city limits so they may have the opportunity to receive water and possibly sewer benefits. Staff recommends approval.

Mayor Payton opened the public hearing at 10:44 a.m.

Susan McHughes, 5506 N. County Road 1260, is representing her parents who wish to have better water facilities than the wells that are currently on the property.

There being no one else wishing to speak, the public hearing was closed at 10:47 a.m.

Dan Corrales moved to approve the first of two readings of Ordinance No. 10332; seconded by Scott Dufford.

The motion passed by the following vote:

AYE: Corrales, Poole, Payton, Dufford, Norman

NAY: None

ABSTAIN: Blong

ABSENT: Ladd

28. 10333 – AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 2.27-ACRE TRACT OF LAND OUT OF SECTION 22, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN AE, AGRICULTURAL ESTATE DISTRICT; SAID TRACT BEING GENERALLY LOCATED ON THE EAST SIDE OF DUMFRIES ROAD, APPROXIMATELY 3,590 FEET NORTH OF HIGHWAY 158; 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)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10333.

Mayor Payton opened the public hearing at 10:49 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Dan Corrales moved to approve the first of two readings of Ordinance No. 10333; seconded by Robin Poole.

The motion passed by the following vote:

AYE: Corrales, Poole, Payton, Dufford, Ladd, Norman

NAY: None

ABSTAIN: Blong

ABSENT: None

MISCELLANEOUS

29. 10334 – AN ORDINANCE ESTABLISHING INTERSECTION STOPS AT VARIOUS LOCATIONS WITHIN THE CITY OF MIDLAND, TEXAS; AUTHORIZING AND DIRECTING THE TRAFFIC ENGINEER TO INSTALL APPROPRIATE SIGNS AND MARKINGS AT THE DESIGNATED LOCATIONS; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS (\$200.00); AND ORDERING PUBLICATION (DISTRICT: ALL) (ENGINEERING SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10334.

Dan Corrales moved to approve the first of two readings of Ordinance No. 10334; seconded by Jack Ladd.

The motion passed by the following vote:

AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

PUBLIC COMMENT

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

EXECUTIVE SESSION

Mayor Payton recessed the meeting to go to executive session at 10:51 a.m.

31. Pursuant to Texas Government Code § 551.101, the City Council will hold an Executive Session, which is closed to the public, to discuss the following matters as permitted under the following sections of the Texas Government Code:
 - a. Section 551.071, Consultation with Attorney
 - a.1. Discuss matters in which the duty of the attorney(s) to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code

All the business at hand having been completed, the meeting adjourned at 11:03 a.m.

PASSED AND APPROVED August 23, 2022.

Patrick Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

CITY OF MIDLAND, TEXAS
MIDLAND CITY COUNCIL
SPECIAL MINUTES
August 16, 2022



The City Council convened in **Special** Session in the Momentum Bank Ballpark, Midland, Texas, at 10:00 AM, Tuesday, August 16, 2022.

Council Members present: Dan Corrales, Lori Blong, Patrick Payton

Council Members absent: Robin Poole, Scott Dufford, Jack Ladd, John Norman

Staff members present: Deputy City Manager Morris Williams Jr, Chief Deputy City Secretary Marcia Bentley-German, Director of Community Services Cristina Odenborg Burns, Assistant Director of Community Services Laurie Williams, Manager, Communications and Marketing Karisa Danelly

SPECIAL SESSION

1. Attend the Astound Broadband reveal at the Scharbauer Sports Complex

A quorum of Council was not present.

PASSED AND APPROVED August 23, 2022.

Patrick Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary



City Council Meeting

Item Number: 4
Meeting Date: August 23, 2022
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: RESOLUTION AWARDING A CONTRACT FOR RIGHT OF WAY LITTER COLLECTION SERVICES FOR THE SOLID WASTE DEPARTMENT TO DEE DEE MILLER D/B/A DEE SKY SERVICES FOR AN AMOUNT NOT TO EXCEED \$240,000.00 (DISTRICT: ALL) (GENERAL SERVICES)

Purpose:

Resolution awarding the execution of a service contract for the Right of Way Litter Collection.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Solid Waste Litter Abatement operating budget.

Discussion:

The City Manager approved plans and specifications and authorized advertisement for bids for the Right of Way Litter Collection. The bid request was sent to twenty-four (24) companies. We received two (2) bids. Dee Dee Miller DBA Dee Sky Services was the apparent low bidder. Please see the attached memo from Jeffery Ahrlett, Director of Solid Waste, for more information.

Therefore, please consider a resolution awarding the execution of a service contract for the Right of Way Litter Collection to Dee Dee Miller DBA Dee Sky Services of Midland, Texas for an amount not to exceed of \$240,000.00.

Jina Gang

City Manager's Office



INTEROFFICE MEMORANDUM

TO: Erika Munoz Martinez, Purchasing Manager
FROM: Jeffery Ahrlett, Director of Solid Waste
SUBJECT: Award Bid for Right-of-way Litter Collection
DATE: August 2, 2022

In an effort to increase litter pick up, the city advertised a Request for Proposals. Solid Waste is requesting approval of the bid received from Dee-Sky Services for Right-of-way Litter Collection. Dee-Sky Services was low bidder at an hourly rate of \$20.00 per person.

The right-of-way litter contract will allow the City of Midland to collect litter along major throughfares, such as Loop 250 and I-20 service roads on an as needed basis. This contract is intended to assist the other programs already set up for litter collection, as it has become more difficult to find volunteer groups willing to clean these high traffic areas. The city currently contracts with Dee-Sky Services for litter collection at the Landfill. In addition, they pick up litter in the city right-of-way for an additional fee. The bid is below the additional fee currently being paid.

Solid Waste is seeking council approval to the low bidder Dee-Sky Services, for Right-of-way Litter Collection at a per person hourly rate of \$20.00. Funding is available in Litter Abatement budget.

RESOLUTION NO. _____

**RESOLUTION AWARDING A CONTRACT FOR RIGHT
OF WAY LITTER COLLECTION SERVICES FOR THE
SOLID WASTE DEPARTMENT TO DEE DEE MILLER
D/B/A DEE SKY SERVICES FOR AN AMOUNT NOT TO
EXCEED \$240,000.00**

WHEREAS, the City Manager approved plans and specifications and authorized the advertisement for bids for right of way litter collection services; and

WHEREAS, the Bid #22003136 was opened on July 27, 2022, with the lowest bid being submitted by Dee Dee Miller D/B/A Dee Sky Services (“Dee Sky Services”), as shown on the bid tabulation attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the City Council finds the amount proposed by Dee Sky Services to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to award a contract to Dee Sky Services for right of way litter collection services;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Dee Sky Services for right of way collection services in the amount not to exceed \$240,000.00. Said contract to be kept on file in the office of the City Secretary and referenced by the date and number of this Resolution.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Dee Sky Services pursuant to the terms of said contract from funds available in the in the Solid Waste Litter Abatement operating budget upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the

City of Midland at a regular meeting on the _____ day of _____, A.D., 2022, by
the following vote:

Council members voting "AYE":

Council members voting "NAY":

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

John Ohnemiller, City Attorney

S:\Resolutions\Purchase\2022\Contracts\Award Contract - Right of Way Litter Collection.wpd

City of Midland - Bid Tabulation

Bid # 22003136 Right-of-way Litter Collection July 27, 2022		Dee-Sky Services 1606 N K St. Midland TX 432-296-2998 deedeevaughns@yahoo.com			Vault Mobile Storage LLC 415 W Wall St. Suite 326 Midland, TX 79701 432-599-3025 Nick@vaultmidland.com		
ITEM	DESCRIPTION	Per Person Hourly Rate	Per Crew Hourly Rate	Per Mile Rate	Per Person Hourly Rate	Per Crew Hourly Rate	Per Mile Rate
1	Roadside Litter Pickup	\$20.00	NA	NA	\$54.00	\$162.00	(IRS Rate) \$0.625
2	Illegal Dumpsite Cleanup	\$20.00	NA	NA	\$66.00	\$198.00	\$0.625

24 Bid requests were issued.

2 Bids listed above

0 NO BIDS were received.

22 Bidders did not respond.

0 Bidders with Incomplete Packet

**CITY OF MIDLAND
SERVICE CONTRACT
#22003136
Right-of-way Litter Pickup**

THIS CONTRACT, effective this 24th day of August 2022 by and between the City of Midland, hereinafter referred to as the "CITY" and Dee Dee Miller DBA: Dee Sky Services, hereinafter referred to as the "COMPANY".

Not to Exceed Annual Cost: \$240,000.00

For and in consideration of the payments and Contracts hereinafter mentioned, COMPANY and CITY hereby agree as follows:

1. COMPANY shall perform all work as set forth in the Specifications and Instructions to Bidders, which are incorporated as part of this Contract. In performing the work, COMPANY shall, at its own cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said work, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Bidders, Instructions to Bidders, and the Specifications and addenda therefor, and the Performance Bond hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.
2. COMPANY hereby agrees to commence work within fifteen (15) days after the date written notice to do so shall have been given to it by CITY.
3. CITY agrees to pay COMPANY in current funds the price or prices shown in the Proposal, which forms a part of this Contract. No payment shall be due until the monthly service report has been delivered to CITY.
4. COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws and building codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of Associated General Contractors of America, except where incompatible with federal, state or municipal laws or regulations.
5. **INDEMNITY: COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES,**

PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, IT'S AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

5.1. COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

5.2. COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF

THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5.2 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

6. COMPANY Hereby waives all rights to any attorney's fees awarded as a result of any action brought under the Texas Declaratory Judgment Act relating to this Contract.

7. CITY shall have the right to withhold payment for:

- a. defective work not corrected;
- b. completed service report not submitted;
- c. failure of COMPANY to pay subcontractors or suppliers;
- d. damage to other work or CITY's property or equipment; or
- e. default of COMPANY in performance of this Contract.

The Initial term of this Contract shall be one (1) year. CITY shall have the right to extend the term of this Contract for four (4) additional one (1) year periods by providing written notice to COMPANY of CITY's desire to extend the Contract not later than sixty (60) days prior to the end of the then current term. Extensions of this Contract will be based on acceptable performance as long as the price does not exceed administrative parameters.

8. Prices for the extension of the Contract described in Paragraph 7 shall be adjusted by a percentage equal to the percentage increase in the Consumer Price Index All Items, Dallas-Fort Worth SMA as of the first date of the Contract to the date of request for change, but in no case shall the price for the option period increase more than fifteen percent (15%) above the amount set forth in the proposal.

9. COMPANY shall:

- a. comply with all applicable laws, rules, codes and regulations of Local, State and U.S. Governments;

- b. have a designated supervisor on the job site at all times work is in progress;
- c. make no changes in the scheduled work without written authorization from CITY;
- e. permit and facilitate inspection of the work in progress by CITY;
- f. not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex or national origin;
- g. be responsible for any damage caused by COMPANY to CITY property and repair such damage at his own cost;
- h. remedy all defects in workmanship which develop within a period of one (1) year from the date of service report acceptance by CITY; and
- i. not permit any worker to labor more than eight (8) hours during any one (1) calendar day or more than forty (40) hours during any one (1) calendar week, except as permitted by law; pay all royalties, license, and permit fees and applicable taxes required to execute this Contract.

10. In the event COMPANY is in noncompliance with any of the covenants or provisions of this Contract, and such noncompliance is not cured within thirty (30) days after receipt of written notice from CITY, CITY may terminate this Contract at the end of said thirty (30) day period, and may seek such other remedies as may be available in law or equity. Notwithstanding the above, CITY may, at its option, terminate this Contract in the event COMPANY fails on at least three (3) occasions to provide emergency services in a timely manner as required by the Specifications.

11. Failure of CITY to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive COMPANY's responsibility to rectify such default, but CITY shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, either in law or in equity.

12. Any notice which may or shall be given under the terms of this Contract shall, unless otherwise provided herein, be in writing and shall be either delivered by hand or sent by United States Registered or Certified Mail, postage prepaid:

To CITY:

(If mailed)	P. O. Box 1152
	Midland, Texas 79702
(If hand delivered)	300 North Loraine
	Suite 220
	Midland, Texas 79701

To COMPANY. Dee Dee Miller DBA: Dee Sky Services
1606 N K St.
Midland, Texas 79701

The above addresses may be changed at any time by providing written notice to the other party.

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

14. This obligation and undertakings of each of the parties to this Contract shall be performed in Midland County, Texas.

15. This Contract may not be altered, changed or amended, except by an instrument in writing signed by all parties hereto.

16. This Contract and all incorporated Contract documents constitute the entire agreement among CITY and COMPANY; no prior written or contemporaneous oral promises or representations shall be binding.

17. **PROMPT PAY ACT** – CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the “Prompt Pay Act”) does not waive governmental immunity.

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

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

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

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

20. **NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES:** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Contract) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The

notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to provide such written notification within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

21. **GOVERNMENTAL IMMUNITY:** By executing this Contract CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

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

23. **THIRD PARTY BENEFICIARY:** CITY's approval of this Contract does not create a third party beneficiary. There is no third party beneficiary to this Contract. No person or entity who is not a party to this Contract shall have any third party beneficiary or other rights hereunder.

24. **INDEPENDENT CONTRACTOR:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services

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

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

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

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

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

29. **INSURANCE**

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

Commercial General Liability (including Contractual liability):

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

-Property Damage: \$500,000.00 per occurrence

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

Worker's Compensation: Statutory limits

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

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

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

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

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

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

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

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

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

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

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

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

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

intentionally fails to comply with a requirement of that subchapter.

34. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Contract and (ii) any of the provisions contained in any exhibit(s) attached to this Contract, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained in this Contract shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Contract that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Contract are contained in the provisions of this Contract that precede the signature page(s), which evidences the parties' execution.
35. Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Contract shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, City Manager

ATTEST

Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

John Ohnemiller, City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2022 personally appeared, _____, an officer of Dee Dee Miller DBA: Dee Sky Services, 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 _____, 2022.

Notary Public, State of _____



Dee Sky Services
Contractor's Name

PROPOSAL Bid #22003136

To: Purchasing Manager
City of Midland
Midland, Texas

Gentlemen: The undersigned bidder, having examined the plans, specifications and contract documents, the location of the proposed work and being fully advised as to the extent and character of the work proposes to furnish all materials, equipment and to perform all labor and work necessary for the complete work described by and in accordance with the attached plans, specifications and contract for the sum of:

Item	Description	Per Person Hourly Rate	Per Crew Hourly Rate	Per Mile Rate
1	Roadside Litter Pickup	\$20	N/a	N/a
2	Illegal Dumpsite Cleanup	\$20	N/a	N/a

The undersigned bidder hereby declares that he has visited the site of the work and has carefully examined the Contract Documents pertaining to the work covered by the above bid and he further agrees to commence work within ten (10) days after the date of written notice to do so and to substantially complete same within 10 calendar days.

VENDOR CONTACT:

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

The City Of Midland
Office of the Purchasing Manager
P.O. Box 1152
Midland, TX 79702

OR

FAX: (432) 685-0523

E-mail: purchasing@midlandtexas.gov

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

AWARD

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

BID WAIVERS:

A. WAIVER OF ATTORNEY FEES: BY SIGNING THIS PROPOSAL, BIDDER AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH

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

BIDDER AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. THE BIDDER ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE CONTRACT. THE BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND THE BIDDER.

THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

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

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

- 1. THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY BID;**
- 2. WAIVER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE BID DOCUMENTS OR THE CONTRACT DOCUMENTS;**
- 3. ACCEPTANCE OR REJECTION OF ANY BIDS; OR**
- 4. AWARD OF THE CONTRACT.**

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

C. Notice of Alleged Breach; Statutory Prerequisites: As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, Bidder or his legal representative, shall give the City Manager, or any other reasonable official of the City, notice in writing

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

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

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

SOVEREIGN IMMUNITY: By Executing this contract the City is not waiving its right of Sovereign immunity. the City is retaining its IMMUNITY from suit. the City is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY. -

<u>Dee-Sky Services</u> Bidder	 Authorized Signature	<u>(432)296-2998</u> Telephone
<u>1606 N. K St. Midland, TX</u> Address, City and State	<u>Edward Miller</u> Please Print above Name	<u>Nk</u> Fax

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

- ☒ **PROOF OF AUTOMOBILE, WORKER'S COMPENSATION AND GENERAL LIABILITY INSURANCE COVERAGE AS REQUIRED BY THE TERMS OF THE CONTRACT. (Upon award and prior to execution of the contract The City of Midland will have to be added to the policy as an additional insured and a certificate issued reflecting that provision) including a waiver of subrogation as stated in the contract)**
- ☐ **5% BID BOND FOR CONTRACTS IN AMOUNTS OF \$50,000 OR MORE. (ONLY WHEN EXHIBIT "C" IS INCLUDED IN THE CONTRACT).* THE SUCCESSFUL BIDDER SHALL BE REQUIRED TO PROVIDE A PAYMENT BOND AND PERFORMANCE BOND FOR BIDS OF \$50,000 OR MORE. IF BOND FORMS WERE NOT INCLUDED, THEY MAY BE OBTAINED FROM THE OFFICE OF THE PURCHASING MANAGER. Call (432) 685-7234 for information.**

PLEASE NOTE:

FAILURE TO INCLUDE ANY OF THE REQUIRED DOCUMENTS ON THE CHECK LIST, MAY CAUSE REJECTION OF YOUR BID.

***FAILURE TO PROVIDE LIABILITY OR WORKER'S COMPENSATION INSURANCE AND SUBSEQUENT CERTIFICATES; OR, PAYMENT AND/OR PERFORMANCE BONDS AS REQUIRED BY THE CONTRACT MAY CAUSE FORFEITURE OF YOUR BID BOND OR OTHER SURETY (I.E.- CASH OR CASHIERS CHECK).**

Request for Proposals

RFP 22003136

for

Right-of-way Litter Collection

Proposals for this requirement will be accepted until 2:00 P.M. on July 27, 2022

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. THE ATTACHED CONTRACT AND INSURANCE REQUIREMENTS ARE **NON-NEGOTIABLE**. MODIFICATIONS BY PROPOSER/CONTRACTOR OF ANY MATERIAL TERM(S) TO THE CONTRACT DOCUMENTS WILL BE DEEMED A NON-RESPONSIVE PROPOSAL. NON-RESPONSIVE PROPOSALS WILL BE REJECTED. PROPOSER/CONTRACTOR MUST BE WILLING TO SIGN THE CONTRACT AS IS AND WITHOUT MODIFICATIONS, PROVIDE PROPERLY EXECUTED BONDS (IF APPLICABLE) AND PROVIDE INSURANCE SPECIFICALLY AS REQUIRED WITHIN THE CONTRACT DOCUMENTS **WITHIN 21 DAYS** OF THE DATE OF THE TRANSMITTAL LETTER.
2. IF THE SELECTED PROPOSER/CONTRACTOR CANNOT MEET THE REQUIREMENTS OF PARAGRAPH 1, THEN THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER PROPOSER.
3. **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
4. **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.
5. **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.

TABLE OF CONTENTS

	Page
SCHEDULE OF EVENTS	iii
Special Terms and Conditions	iv
1. General Information	1
2. Proposal Waivers:	5
3. Scope Of Project	6
4. Requirements	6
5. Vendor Qualifications.....	7
6. Evaluation Process.....	7
7. Proposal Contents	8
8. Texas Public Information Act.....	8
9. Execution of Offer.....	9

SCHEDULE OF EVENTS

RFP 22003136

For

Right-of-way Litter Collection

Event	Date*
RFP Released	July 13, 2022
Cutoff Date for inquiries and clarification.....	July 22, 2022
Proposal Due Date	July 27, 2022
Notification of Vendor Interviews / Product Demonstrations	August 8, 2022
Intended Date for Contract Award.....	October 1, 2022

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

NOTE:

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

SPECIAL TERMS AND CONDITIONS

Proposal Requirements /Terms

1. Unless otherwise called for, the number of copies specified in the RFP, shall be submitted typewritten or printed in ink. Many Requests for Proposals are in a word format that can be completed on your computer and will be noted on the cover page if available.
2. Each proposal should be placed in a separate envelope completely and properly identified with the RFP number, due time and date. Proposal must be time stamped at the appointed receipt location before the hour and date specified for the proposal receipt. Responsibility for having the proposal properly marked and to the opening location by the specified date and time is solely the offeror's. All copies of the proposal may be delivered in the same box/package.
3. Any Proposal may be withdrawn in writing prior to the date and time set for receipt of proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a minimum period as stated in the RFP following the final acceptance date, to provide the commodity or service set forth in the attached specifications, or until a selection has been made by the City.
4. Late proposals will not be accepted under any circumstances.
5. Proposal should give full firm name and address of Offeror. Failure to manually sign the proposal will disqualify it. The person signing the proposal should show title or authority to bind his/her firm in contract. Insert your Federal Employer's Identification Number _____ or Sole owner should enter SSN ____-____-____.
6. Purchases made for City use are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in your proposal. Tax exemption certificates will be furnished by the City upon request.
7. Telephone proposals are not acceptable when in response to an RFP.

Conditions

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

1. Offerors electing to respond to this RFP are responsible for all costs of proposal preparation. The City is not liable for any costs incurred by a offeror in response to this RFP.
2. No public disclosures or news releases pertaining to this RFP shall be made without prior written approval from purchasing.
3. In case of a tie between two or more offerors, the award will be made in accordance with preferences as outlined by statute.
4. The Offeror agrees to protect the City from claims involving infringement of patents or copyrights.
5. The Offeror hereby assigns to Purchaser, any and all claims for overcharges associated with any contract resulting from this RFP which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. 1973 and which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).
6. No substitutions or cancellation permitted without the written approval of the City Purchasing Agent. Deliveries made pursuant to a resulting contract shall be made during normal working hours only, unless approval for late delivery has been obtained.
7. Contractor shall submit two copies of an itemized invoice to Accounts Payable, The City of Midland, Texas, P.O. Box 1152, Midland Texas 79702. Each copy of the invoice shall reference the P.O. and the RFP numbers.
8. In the event of a conflict between the standard proposal requirements and conditions and the attached detail specification, the detail specifications shall govern.
9. Governing Law & Venue: This agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any disputes or lawsuits arising from the performance of this contract shall be exclusively in Midland County, Texas. The parties agree that all performance under this contract shall take place in Midland, County, Texas. The Contractor and City agree that all payments made under this contract shall take place in Midland County, Texas.
10. This obligation and undertakings of each of the parties to this contract shall be deemed to have been performed in Midland County, Texas.

1. GENERAL INFORMATION

1.1. INTRODUCTION

The City of Midland (hereinafter referred to as "the City") is pleased to invite you to submit a proposal for Roadside Litter Pickup 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:

The City Of Midland
Office of the Purchasing Agent OR
P.O. Box 1152
Midland, TX 79702

FAX: (432) 685-0523

e-mail: purchasing@midlandtexas.gov

1.10. 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. DEFINITION FOR ILLEGAL DUMPSITE:

A place where a person or persons have disposed of litter or other solid waste.

1.13. PROPOSAL ORGANIZATION AND SUBMISSION

Offerors must organize proposals into sections following the format of this RFP, with tabs separating each section. If no exception, explanation, or clarification is required in the offeror's response to a specific subsection, the offeror shall indicate so in the point-by-point response with the following:

“(Offeror’s Name)”, understands and will comply.

1.14. OFFER PRICING

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

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

1.15. ALTERNATE PROPOSALS

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

1.16. SUBMITTING A SEALED PROPOSAL

1.16.1. Number of copies and Location:

1.16.1.1. Offerors must submit one original, 1 hard copy and one (1) soft copy (PDF or Word) to the City Secretary. 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.

1.16.1.2. Please be sure to label the outermost package of the RFP whether it is an envelope, box or overnight package with the RFP number, RFP description and closing date so that it is visible when received by the City.

1.16.2. Each Offeror who submits a proposal represents that:

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

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

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

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

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

1.17. RIGHTS RESERVED

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

- A) waive any formality;
- b) cancel or terminate this RFP;

- c) reject any or all proposals received in response to this document;
- d) waive any undesirable, inconsequential, or inconsistent provisions of this document, which would not have significant impact on any proposal; not award, or if awarded, terminate any contract if the City determines adequate City funds are not available.

1.18. BONDING REQUIREMENTS

Omitted

1.19. 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.

1.20. SUBCONTRACTING

1.20.1. 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.

1.20.2. 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.

1.21. INSURANCE REQUIREMENTS

See Contract or Agreement

1.22. 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.

1.23. 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.

1.24. CONTRACT PROVISIONS AND TERMS

1.24.1. Contract Execution

1.24.1.1. 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.

1.24.2. Terms and Conditions

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

1.24.3. 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.

1.24.4. The initial contract(s) term is for a period of 1 year. Renewals of the contract may be made at 1 year intervals, not to exceed a total of (4) four years, at the City's option.

1.24.5. Contract Extension

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

1.24.6. Escalation

Annual pricing adjustments to contract extensions following the initial contract term, if applicable, shall not exceed seventy-five percent (75%) of the rate of increase in the cost of living as reflected in the Federal Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers (1982-84=100; through November 1991 = 137.8) or any other index which may be substituted in the future. The CPI for the latest twelve (12) month period of the contract will be the CPI base on which later adjustments are computed. Each time an adjustment is made, the earlier CPI base will be replaced by the adjusted CPI base. The percentage of adjustment to contract prices shall in no event exceed the percentage change in the index.

2. PROPOSAL WAIVERS:

- 2.1. WAIVER OF ATTORNEY FEES: BY SUBMITTING THIS PROPOSAL, OFFEROR AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY REGARDING THE AWARD OR ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS PROPOSAL, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS PROPOSAL. OFFEROR SPECIFICALLY AGREES THAT IF OFFEROR BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS PROPOSAL, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS PROPOSAL, INCLUDING, BUT NOT LIMITED TO, ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, OFFEROR AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH OFFEROR MIGHT OTHERWISE BE ENTITLED.**
- 2.2. OFFEROR AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY-EXISTING KNOWN RIGHT. OFFEROR ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS PROPOSAL. OFFEROR FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND OFFEROR. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OR GOVERNMENTAL IMMUNITY AND SHALL SURVIVE THE TERMINATION OF THE CONTRACT.**
- 2.3. OFFEROR IS RELYING ON ITS OWN JUDGMENT. OFFEROR HAD THE OPPORTUNITY TO DISCUSS THESE PROPOSAL DOCUMENTS WITH COMPETENT LEGAL COUNSEL PRIOR TO SUBMISSION OF THE**

PROPOSAL OR EXECUTION OF THE CONTRACT.

2.4. WAIVER:

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

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

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

2.5.3. ACCEPTANCE OR REJECTION OF ANY PROPOSALS; OR

2.5.4. AWARD OF THE CONTRACT.

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

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

3. SCOPE OF PROJECT

The City of Midland Solid Waste Department is issuing this Request for Proposals from qualified service providers to provide Right-of-way Litter Collection for the City of Midland.

4. REQUIREMENTS

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 (whichever is attached)

Feature	Included In Package*	Will Add or Modify**	Exception Detail
4.1. <u>GENERAL</u>			

4.1.1. Provide a team to perform the requested services	☒	☐	\$20 per hour
4.1.1.1. Collect roadside litter as designated by City staff	☒	☐	\$20 per person
4.1.1.2. Cleanup illegal dumpsites as needed to be designated by City staff	☒	☐	\$20 per hour
4.1.1.3. Proper disposal of collected waste	☒	☐	\$20 per person
4.1.1.4. Proper recycling of the following materials: paper products, metals, glass bottles/jars and corrugated cardboard	☒	☐	If taken to landfill Landfill Rate
4.1.2. The contractor would be expected to operate Monday through Friday between the hours of 8am and 5pm. Hours outside this window are negotiable.	☒	☐	If taken to landfill Landfill Rate
			Can be contacted for emergency pick up

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 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 5 years, has successfully completed for Right-of-way Litter Collection.

5.3.2. Vendor Stability

- 5.3.2.1. Offerors shall demonstrate their financial stability to supply, install and support the services specified.
- 5.3.2.2. Provide financial statements, preferably audited, for the 2 consecutive years immediately preceding the issuance of this RFP.
- 5.3.2.3. Provide copies of any quarterly financial statements that have been prepared since the end of the period reported by your most recent annual report.
- 5.3.2.4. Offerors shall specify how long the company submitting the proposal has been in business for R.

6. EVALUATION PROCESS

6.1. EVALUATION PROCEDURE

6.1.1. Committee Actions

- 6.1.1.1. The evaluation committee will separate proposals into “responsive” and “non-responsive” proposals. Non-responsive proposals will be eliminated from further consideration.
- 6.1.1.2. The evaluation committee will evaluate the remaining proposals and determine whether to award the contract to the best proposal or to seek a best and final offer before awarding a contract. Selection and award will be based on the offeror’s proposal and other items outlined in this RFP.
- 6.1.1.3. Responses must be complete and address all the criteria listed. Information or materials presented by offerors outside the formal response or subsequent “best and final offer,” if requested, will not be considered and will have no bearing on any award.

6.2. EVALUATION CRITERIA

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

- 6.2.1. Company Service Qualifications 20%**
- 6.2.2. Three references 10%**
- 6.2.3. Years in business 10%**
- 6.2.4. Project Manager 5%**
- 6.2.5. Implementation Plan 10%**
- 6.2.6. Cost Analysis 45%**

7. PROPOSAL CONTENTS

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

7.1. THE RFP

7.2. THE COST SUMMARY OR PROPOSAL FORM

7.3. REQUESTED ATTACHMENTS

7.3.1. References

7.3.2. Resumes

7.3.3. Business Plan

7.3.4. Financial Information

7.3.5. Signed Execution of Offer

8. 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:

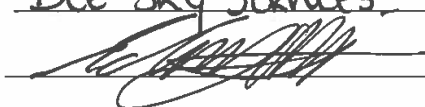
In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted.

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 ____.

Offeror/ COMPANY: Dee-Sky Services

SIGNATURE (INK): 

NAME: (TYPED/PRINTED) Edward Miller

TITLE: Owner / Operator

STREET: 11606 N. K Street

CITY/STATE/ZIP: Midland, Texas 79701

TELEPHONE: (432) 296-2998 FAX: N/A

E-MAIL ADDRESS: deedeevaughns@yahoo.com

**CITY OF MIDLAND
SERVICE CONTRACT
#22003136
Right-of-way Litter Pickup**

THIS CONTRACT, effective this _ day of __, by and between the City of Midland, hereinafter referred to as the "CITY" and ____, hereinafter referred to as the "COMPANY".

Not to Exceed Annual Cost: _____

For and in consideration of the payments and Contracts hereinafter mentioned, COMPANY and CITY hereby agree as follows:

1. COMPANY shall perform all work as set forth in the Specifications and Instructions to Bidders, which are incorporated as part of this Contract. In performing the work, COMPANY shall, at its own cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said work, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Bidders, Instructions to Bidders, and the Specifications and addenda therefor, and the Performance Bond hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.
2. COMPANY hereby agrees to commence work within fifteen (15) days after the date written notice to do so shall have been given to it by CITY.
3. CITY agrees to pay COMPANY in current funds the price or prices shown in the Proposal, which forms a part of this Contract. No payment shall be due until the monthly service report has been delivered to CITY.
4. COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws and building codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of Associated General Contractors of America, except where incompatible with federal, state or municipal laws or regulations.
5. **INDEMNITY: COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING**

ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, IT'S AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

5.1. COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

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

WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5.2 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

6. COMPANY Hereby waives all rights to any attorney's fees awarded as a result of any action brought under the Texas Declaratory Judgment Act relating to this Contract.

7. CITY shall have the right to withhold payment for:

- a. defective work not corrected;
- b. completed service report not submitted;
- c. failure of COMPANY to pay subcontractors or suppliers;
- d. damage to other work or CITY's property or equipment; or
- e. default of COMPANY in performance of this Contract.

The Initial term of this Contract shall be one (1) year. CITY shall have the right to extend the term of this Contract for four(4) additional one (1) year periods by providing written notice to COMPANY of CITY's desire to extend the Contract not later than sixty (60) days prior to the end of the then current term. Extensions of this Contract will be based on acceptable performance as long as the price does not exceed administrative parameters.

8. Prices for the extension of the Contract described in Paragraph 7 shall be adjusted by a percentage equal to the percentage increase in the Consumer Price Index All Items, Dallas-Fort Worth SMA as of the first date of the Contract to the date of request for change, but in no case shall the price for the option period increase more than fifteen percent (15%) above the amount set forth in the proposal.

9. COMPANY shall:

- a. comply with all applicable laws, rules, codes and regulations of Local, State and U.S. Governments;
- b. have a designated supervisor on the job site at all times work is in progress;

- c. make no changes in the scheduled work without written authorization from CITY;
- e. permit and facilitate inspection of the work in progress by CITY;
- f. not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex or national origin;
- g. be responsible for any damage caused by COMPANY to CITY property and repair such damage at his own cost;
- h. remedy all defects in workmanship which develop within a period of one (1) year from the date of service report acceptance by CITY; and
- i. not permit any worker to labor more than eight (8) hours during any one (1) calendar day or more than forty (40) hours during any one (1) calendar week, except as permitted by law; pay all royalties, license, and permit fees and applicable taxes required to execute this Contract.

10. In the event COMPANY is in noncompliance with any of the covenants or provisions of this Contract, and such noncompliance is not cured within thirty (30) days after receipt of written notice from CITY, CITY may terminate this Contract at the end of said thirty (30) day period, and may seek such other remedies as may be available in law or equity. Notwithstanding the above, CITY may, at its option, terminate this Contract in the event COMPANY fails on at least three (3) occasions to provide emergency services in a timely manner as required by the Specifications.

11. Failure of CITY to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive COMPANY's responsibility to rectify such default, but CITY shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, either in law or in equity.

12. Any notice which may or shall be given under the terms of this Contract shall, unless otherwise provided herein, be in writing and shall be either delivered by hand or sent by United States Registered or Certified Mail, postage prepaid:

To CITY:

(If mailed)	P. O. Box 1152 Midland, Texas 79702
(If hand delivered)	300 North Loraine Suite 220 Midland, Texas 79701

To COMPANY.

The above addresses may be changed at any time by providing written notice to the other party.

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

14. This obligation and undertakings of each of the parties to this Contract shall be performed in Midland County, Texas.

15. This Contract may not be altered, changed or amended, except by an instrument in writing signed by all parties hereto.

16. This Contract and all incorporated Contract documents constitute the entire agreement among CITY and COMPANY; no prior written or contemporaneous oral promises or representations shall be binding.

17. **PROMPT PAY ACT** – CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the “Prompt Pay Act”) does not waive governmental immunity.

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

19. **WAIVER OF ATTORNEY FEES:** BY EXECUTING THIS CONTRACT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY REGARDING THE AWARD OR ATTORNEY’S FEES, WHICH ARE IN ANY WAY RELATED TO THIS CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR

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

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

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

20. NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES: As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Contract) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to

provide such written notification within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

21. **GOVERNMENTAL IMMUNITY:** By executing this Contract CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

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

23. **THIRD PARTY BENEFICIARY:** CITY's approval of this Contract does not create a third party beneficiary. There is no third party beneficiary to this Contract. No person or entity who is not a party to this Contract shall have any third party beneficiary or other rights hereunder.

24. **INDEPENDENT CONTRACTOR:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and

services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

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

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

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

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

29. **INSURANCE**

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

Commercial General Liability (including Contractual liability):

-Personal Injury:	\$1,000,000.00 per person \$1,000,000.00 per occurrence
-Property Damage:	\$500,000.00 per occurrence
<u>Business Automobile Liability:</u>	\$250,000.00 combined single limit - Personal Injury and Property Damage
<u>Worker's Compensation:</u>	Statutory limits
<u>Employers' Liability:</u>	\$500,000.00 per accident or occurrence

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

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

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

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

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

COMPANY certifies that the certificate of insurance provided as required herein complies with the

requirements of Chapter 1811 of the Texas Insurance Code.

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

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

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

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

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

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

34. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Contract and (ii) any of the provisions contained in any exhibit(s) attached to this Contract, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained in this Contract shall supersede any and all conflicting provisions contained in any exhibit(s) attached

hereto. Furthermore, the parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Contract that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Contract are contained in the provisions of this Contract that precede the signature page(s), which evidences the parties' execution.

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, City Manager

ATTEST

Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

John Ohnemiller, City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

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

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

Notary Public, State of _____

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

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

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

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

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE
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.

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

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

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

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

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

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

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

- (2) the vendor:

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

CITY OF MIDLAND

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

Affidavit of Eligibility

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

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

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

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

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: Dee-Sky Services

Local Address (must be within the City limits): 1606 N. K St. Midland, TX 79701

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? 0
3. Year your business was established in the City of Midland: 2013 (07-08)
4. If you collect sales tax for ANY class of customer, provide the following Reseller information:

Reseller Permit Number: N/A

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

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:

N/A

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: [Signature] Date: 07-21-2022

Printed Name and Title: Edward Miller



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER David Corrales Insurance Agency PO Box 3856 Midland, TX 79702 (432) 683-7559		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
INSURED Dee Dee Miller DBA: Dee Sky Services 1606 N K St Midland, TX 79701		INSURER(S) AFFORDING COVERAGE INSURER A: Truck Insurance Exchange INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:		606271762	03/31/2022	03/31/2023	EACH OCCURRENCE \$ 500,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
		MED EXP (Any one person) \$ 5,000				
		PERSONAL & ADV INJURY \$ 500,000				
		GENERAL AGGREGATE \$ 1,000,000				
	PRODUCTS - COMP/OP AGG \$ 1,000,000					
						\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$
						AGGREGATE \$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE ☐ OTH-ER ☐
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE David Corrales

© 1988-2015 ACORD CORPORATION. All rights reserved.



City Council Meeting

Item Number: 5
Meeting Date: August 23, 2022
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: Motion authorizing the City Manager or the City Manager's designee to advertise a request for competitive sealed bids for the Momentum Bank Ballpark Pedestrian Bridge Rehabilitation Project for the Community Services Department and to negotiate a contract for said project; provided, however, that said agreement shall not become effective until approved by the City Council (DISTRICT 4) (GENERAL SERVICES)

Purpose:

Motion authorizing the City Manager or the City Manager's designee to advertise a request for proposals for the Momentum Bank Ballpark Pedestrian Bridge Rehabilitation Project for the Community Services Department and to negotiate a contract for said services; provided, however, that said agreement shall not become effective until approved by the City Council.

Recommended City Council Action:

Approve

Fiscal Impact:

No funding at this time.

Discussion:

Please consider approval of a motion authorizing advertisement for a request for proposals for the Momentum Bank Ballpark Pedestrian Bridge Rehabilitation Project for the Community Services Department. Please see the attached memo from Cristina Burns, Community Services Director, for more information.

Jina Gang

City Manager's Office

CITY OF MIDLAND
Community Services Department
Scharbauer Sports Complex Division
Interoffice Memorandum

Date: August 11, 2022
To: Morris Williams, Deputy City Manager
From: Cristina Burns, Community Services Director
Subject: Request for Proposals - Momentum Bank Ballpark Bridge
Renovation Project

The City of Midland has had the pedestrian bridge at Momentum Bank Ballpark evaluated by the structural engineering team at Parkhill. The concrete supports for the bridge need replacement.

The structural integrity of the bridge itself is not an issue. Therefore, the plans call for lifting the bridge and moving it while the existing supports are demolished and reconstructed to provide an improved support structure. The bridge would then be placed back into location. The plans call for an add-alternate, which would allow new concrete to be placed on the deck, where some deterioration has been identified.

The plans and specifications for this work are now complete and Community Services is seeking approval to issue the Requests for Proposals for the bridge renovations at Momentum Bank Ballpark.

The schedule for the work requires starting work in October, after the completion of the current baseball season. Completion is expected in December, in time for the 2023 baseball season.

The construction budget for the project is estimated at approximately \$168,497.00 with the add alternate. A contingency amount is requested to cover any unexpected costs. \$200,000 was added to the FY2022 Sports Complex operating budget to cover this project. It is requested that \$200,000 from 079620 54010 be moved to a project since the work will not be completed until the new fiscal year.

Request for Proposals

RFP 22004273

for

MOMENTUM BANK BALLPARK PEDESTRIAN BRIDGE REHABILITATION PROJECT

Proposals for this requirement will be accepted until 2:00 P.M. on September 21, 2022

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. THE ATTACHED CONTRACT AND INSURANCE REQUIREMENTS ARE **NON-NEGOTIABLE**. MODIFICATIONS BY PROPOSER/CONTRACTOR OF ANY MATERIAL TERM(S) TO THE CONTRACT DOCUMENTS WILL BE DEEMED A NON-RESPONSIVE PROPOSAL. NON-RESPONSIVE PROPOSALS WILL BE REJECTED. PROPOSER/CONTRACTOR MUST BE WILLING TO SIGN THE CONTRACT AS IS AND WITHOUT MODIFICATIONS, PROVIDE PROPERLY EXECUTED BONDS (IF APPLICABLE) AND PROVIDE INSURANCE SPECIFICALLY AS REQUIRED WITHIN THE CONTRACT DOCUMENTS **WITHIN 21 DAYS** OF THE DATE OF THE TRANSMITTAL LETTER.
2. IF THE SELECTED PROPOSER/CONTRACTOR CANNOT MEET THE REQUIREMENTS OF PARAGRAPH 1, THEN THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER PROPOSER.
3. **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
4. **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.

See Section 1.9 for Pre-proposal Meeting Information

TABLE OF CONTENTS

	Page
SCHEDULE OF EVENTS	iii
Special Terms and Conditions	iv
1. General Information.....	1
2. Proposal Waivers:	4
3. Scope Of Project	6
4. Requirements	6
5. Vendor Qualifications	7
6. Evaluation Process.....	16
7. Proposal Contents.....	16
EXECUTION OF OFFER.....	18

SCHEDULE OF EVENTS

RFP 22004273

For

MOMENTUM BANK BALLPARK PEDESTRIAN BIDGE REHABILITATION PROJECT

Event	Date*
RFP Released	August 25, 2022
Announcements distributed	August 25, 2022
Deadline for Receipt of Announcement/requests for RFP	N/A
Pre-proposal Conference	August 29, 2022
Cutoff Date for inquiries and clarification	September 19, 2022
Proposal Due Date	September 21, 2022
Notification of Vendor Interviews / Product Demonstrations	To be determined
Present Recommendation to Council for Consideration (if BFO is NOT required)...	October 11, 2022
Call for Best and Final Offers (if required)	To be determined
Final Offer Due Date (if required)	To be determined
Present Recommendation to Council for Consideration (if BFO is required).....	October 25, 2022
Intended Date for Contract Award.....	October 12, 2022

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

NOTE:

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

SPECIAL TERMS AND CONDITIONS

Proposal Requirements /Terms

1. Unless otherwise called for, the number of copies specified in the RFP, shall be submitted typewritten or printed in ink. Many Requests for Proposals are in a word format that can be completed on your computer and will be noted on the cover page if available.
2. Each proposal should be placed in a separate envelope completely and properly identified with the RFP number, due time and date. Proposal must be time stamped at the appointed receipt location before the hour and date specified for the proposal receipt. Responsibility for having the proposal properly marked and to the opening location by the specified date and time is solely the offeror's. All copies of the proposal may be delivered in the same box/package.
3. Any Proposal may be withdrawn in writing prior to the date and time set for receipt of proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a minimum period as stated in the RFP following the final acceptance date, to provide the commodity or service set forth in the attached specifications, or until a selection has been made by the City.
4. Late proposals will not be accepted under any circumstances.
5. Proposal should give full firm name and address of Offeror. Failure to manually sign the proposal will disqualify it. The person signing the proposal should show title or authority to bind his/her firm in contract. Insert your Federal Employer's Identification Number _____ or Sole owner should enter SSN _____ - _____ - _____.
6. Purchases made for City use are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in your proposal. Tax exemption certificates will be furnished by the City upon request.
7. Telephone proposals are not acceptable when in response to an RFP.

Conditions

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

1. Offerors electing to respond to this RFP are responsible for all costs of proposal preparation. The City is not liable for any costs incurred by a offeror in response to this RFP.
2. No public disclosures or news releases pertaining to this RFP shall be made without prior written approval from purchasing.
3. In case of a tie between two or more offerors, the award will be made in accordance with preferences as outlined by statute.
4. The Offeror agrees to protect the City from claims involving infringement of patents or copyrights.
5. The Offeror hereby assigns to Purchaser, any and all claims for overcharges associated with any contract resulting from this RFP which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. 1973 and which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).
6. No substitutions or cancellation permitted without the written approval of the City Purchasing Agent. Deliveries made pursuant to a resulting contract shall be made during normal working hours only, unless approval for late delivery has been obtained.
7. Contractor shall submit two copies of an itemized invoice to Accounts Payable, The City of Midland, Texas, P.O. Box 1152, Midland Texas 79702. Each copy of the invoice shall reference the P.O. and the RFP numbers.
8. In the event of a conflict between the standard proposal requirements and conditions and the attached detail specification, the detail specifications shall govern.
9. Governing Law & Venue: This agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any disputes or lawsuits arising from the performance of this contract shall be exclusively in Midland County, Texas. The parties agree that all performance under this contract shall take place in Midland, County, Texas. The Contractor and City agree that all payments made under this contract shall take place in Midland County, Texas.
10. This obligation and undertakings of each of the parties to this contract shall be deemed to have been performed in Midland County, Texas.

1. GENERAL INFORMATION

1.1. INTRODUCTION

The City of Midland Scharbauer Sports Complex Division (hereinafter referred to as "the City") is pleased to invite you to submit a proposal for the removal and re-install of the Momentum Bank Ballpark, Pedestrian Bridge Rehabilitation. Proposals submitted in response to the specifications contained herein shall comply with the following instructions and procedures.

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

1.2. INITIAL EVALUATION

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

1.3. DISCUSSION/NEGOTIATION

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

1.4. BEST AND FINAL OFFER

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

1.5. AWARD

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

1.6. TRADE SECRETS

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

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

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

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

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

1.6.2.2. An affidavit from the offeror's legal counsel attesting to and explaining the validity of the trade secret claim must be attached to each proposal containing trade secrets. In

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

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

1.7. LATE PROPOSALS

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

1.8. PREPARING A RESPONSE

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

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

1.9. PRE-PROPOSAL CONFERENCE:

A Pre-Proposal Conference will be conducted at Momentum Bank Ballpark, 5514 Champions Drive, Midland, Texas 79706 on Monday, August 29, 2022 at 2:00 p.m. Offerors may use this opportunity to notify the City of any ambiguity, inconsistency, or error, which they may discover upon examination of this RFP. All responses to questions at the Pre-Proposal Conference will be oral and in no way binding on the City.

1.10. CLARIFICATION/ INTERPRETATION

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

The City Of Midland
Office of the Purchasing Agent OR
P.O. Box 1152
Midland, TX 79702

FAX: (432) 685-0523

e-mail: purchasing@midlandtexas.gov

1.11. FORMAT FOR INQUIRIES:

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

1.12. INTERPRETATION:

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

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

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

1.13. PROPOSAL ORGANIZATION AND SUBMISSION

Offerors must organize proposals into sections following the format of this RFP, with tabs

separating each section. If no exception, explanation, or clarification is required in the offeror's response to a specific subsection, the offeror shall indicate so in the point-by-point response with the following:

“(Offeror’s Name)”, understands and will comply..

1.14. ALTERNATE PROPOSALS

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

1.15. SUBMITTING A SEALED PROPOSAL

1.15.1. Number of copies and Location:

1.15.1.1. Offerors must submit one original, 2 hard copies and one (1) soft copy (PDF or Word) to the City Secretary. 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.

1.15.1.2. Please be sure to label the outermost package of the RFP whether it is an envelope, box or overnight package with the RFP number, RFP description and closing date so that it is visible when received by the City.

1.15.2. Each Offeror who submits a proposal represents that:

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

1.15.2.2. 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.

1.15.2.3. 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.

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

1.15.4. A proposal may not be modified, withdrawn or canceled by the offeror for a 90-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.

1.16. 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.

1.17. BONDING REQUIREMENTS

See Exhibit C

1.18. OFFEROR INTERVIEW / PRODUCT DEMONSTRATION

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

1.19. SUBCONTRACTING

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

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

1.20. INSURANCE REQUIREMENTS

See Contract or Agreement

1.21. CONTRACTOR'S RESPONSIBILITIES

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

1.22. OFFEROR COMPETITION

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

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

1.23. CONTRACT PROVISIONS AND TERMS

1.23.1. Contract Execution

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

1.23.2. Terms and Conditions

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

1.23.3. Exceptions to Contract Terms & Conditions

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

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 THE CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE PROPOSAL, THE CONSTRUCTION, VALIDITY OR INTERPRETATION OF THE PROPOSAL DOCUMENTS, OR THE CONSTRUCTION, VALIDITY, INTERPRETATION, AWARD, OR BREACH OF THE CONTRACT. THE OFFEROR SPECIFICALLY AGREES THAT IF THE OFFEROR BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS PROPOSAL, THE CONSTRUCTION, VALIDITY OR INTERPRETATION OF THE PROPOSAL DOCUMENTS, OR THE CONSTRUCTION, VALIDITY, INTERPRETATION, AWARD, OR BREACH OF THE CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE 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. THE OFFEROR ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE PROPOSAL DOCUMENTS INCLUDING BUT NOT LIMITED TO THE CONTRACT. THE OFFEROR FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND THE OFFEROR. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.
- 2.3. THE OFFEROR AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THESE PROPOSAL DOCUMENTS, INCLUDING THE CONTRACT, 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

Provide all labor, materials and equipment necessary to Rehabilitate the Pedestrian Bridge, located at 5514 Champions Drive, Midland, Texas. Propose to furnish all labor, materials, supplies and equipment in accordance with the contract documents at the price stated, having examined the location(s), specifications/drawings and related documents and being familiar with all the conditions surrounding the project including the availability of labor.

The price is to cover all expenses of any nature incurred in performing the work required under the contract documents for the construction of the site improvements.

4. REQUIREMENTS

4.1 GENERAL NOTES

1. RELOCATE BRIDGE TO DESIGNATED LOCATION.

A. REMOVE EXISTING PAINT AND RUST. CLEAN BASE PLATES IN ACCORDANCE WITH SSPC-SP3 POWER TOOL CLEANING.

B. PRIME UNDERSIDE OF BRIDGE WITH TNAMEC SERIES 115.

C. PRIME GIRDERS, GUARDRAILS, AND BASE PLATES WITH TNAMEC SERIES 135.

D. PAINT STEEL SURFACES WITH TNAMEC FINISH COAT, WITH FINISH AND COLOR TO BE SELECTED FROM MANUFACTURER'S FULL LINE.

E. TNAMEC SERIES PAINT IS BASIS OF DESIGN. SUBSTITUTIONS SHALL BE OF EQUAL OR GREATER QUALITY.

4.2 AFTER DEMOLITION, SCARIFY AND RECOMPACT TOP 6 INCHES OF SUBGRADE TO MINIMUM 95 PERCENT OF ASTM D698 MAXIMUM DENSITY. RAISE PAD TO PROPER ELEVATION WITH SELECT FILL IN MAXIMUM 8 INCH LIFTS COMPACTED TO 95 PERCENT OF ASTM 6698 MAXIMUM DENSITY WITHIN 2 PERCENTAGE POINTS OF OPTIMUM MOISTURE CONTENT.

4.3 AFTER NEW FOUNDATIONS HAVE BEEN CURED FOR A MINIMUM OF 7 DAYS, REINSTALL BRIDGE.

4.4 CONCRETE SHALL BE AS FOLLOWS:

A. MINIMUM COMPRESSIVE STRENGTH: a. 3000 PSI

- B. MAXIMUM W/C RATIO: a. 0.50
- C. MAXIMUM AGGREGATE SIZE: a. 1 INCH
- D. AIR CONTENT: a. 3% AIR ENTRAINED

4.5 ALTERNATE 1:

- A. DEMOLISH METAL DECK AND CONCRETE FROM BRIDGE.
- B. REPLACE METAL DECK AND CONCRETE AFTER RESETTING FRAME.

4.6 FOUNDATION DEMO NOTES

1. TEMPORARILY RELOCATE PEDESTRIAN BRIDGE.
2. SAWCUT AND REMOVE EXISTING PAVING TO PERMIT CONSTRUCTION OF NEW FOUNDATIONS. LEAVE MINIMUM 12" OF EXISTING REINF INTACT.
3. DEMO AND REMOVE EXISTING BRIDGE FOUNDATIONS. MAINTAIN EXISTING WALL REINFORCING AND DOWELS INTACT.
- 4.

Please see attached drawing.

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.

5.3.2. Vendor Stability

- 5.3.2.1. Offerors shall demonstrate their financial stability to supply, install and support the services specified.
- 5.3.2.2. Provide financial statements, preferably audited, for the 3 consecutive years immediately preceding the issuance of this RFP.
- 5.3.2.3. Provide copies of any quarterly financial statements that have been prepared since the end of the period reported by your most recent annual report.
- 5.3.2.4. Offerors shall specify how long the company submitting the proposal has been in business installing artificial turf fields.

6. EVALUATION PROCESS

6.1. EVALUATION PROCEDURE

6.1.1. Committee Actions

- 6.1.1.1. The evaluation committee will separate proposals into “responsive” and “non-responsive” proposals. Non-responsive proposals will be eliminated from further consideration.
- 6.1.1.2. The evaluation committee will evaluate the remaining proposals and determine whether to award the contract to the best proposal or to seek a best and final offer before awarding a contract. Selection and award will be based on the offeror’s proposal and other items outlined in this RFP.
- 6.1.1.3. Responses must be complete and address all the criteria listed. Information or materials presented by offerors outside the formal response or subsequent “best and final offer,” if requested, will not be considered and will have no bearing on any award.

6.2. EVALUATION CRITERIA

6.2.1. Company Service Qualifications – 10%

6.2.2. Three references – 10%

6.2.3. Years in business – 10%

6.2.4. Project Manager – 10%

6.2.5. Implementation Plan – 20%

6.2.6. Cost Analysis - 40%

7. PROPOSAL CONTENTS

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

7.1. THE RFP

7.2. THE COST SUMMARY OR PROPOSAL FORM

7.3. REQUESTED ATTACHMENTS

7.3.1. Product Data

7.3.2. References

7.3.3. Signed Execution of Offer

8. 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 _____.

Offeror/ COMPANY: _____

SIGNATURE (INK): _____

NAME: (TYPED/PRINTED) _____

TITLE: _____

STREET: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____ FAX: _____

E-MAIL ADDRESS: _____



Scharbauer Sports Complex

Momentum Bank Ballpark

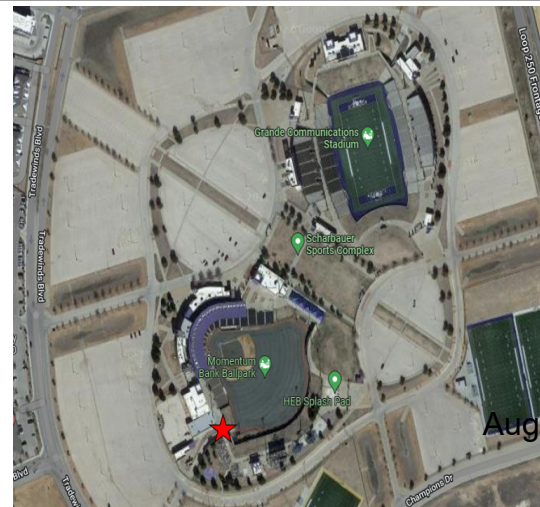
Pedestrian Bridge Rehabilitation

5514 Champions Drive
Midland, TX

VICINTY MAP



LOCATION MAP



CLIENT
Scharbauer Sports Complex
5514 Champions Drive
Midland, TX

PROJECT NO.
6175.22

08/08/2022 100% Construction Documents

#	DATE	DESCRIPTION
---	------	-------------



08/08/2022

Parkhill.com

Momentum Bank Ballpark Pedestrian Bridge Rehabilitation



CLIENT
Scharbauer Sports Complex
5514 Champions Drive
Midland, TX

PROJECT NO.
6175.22

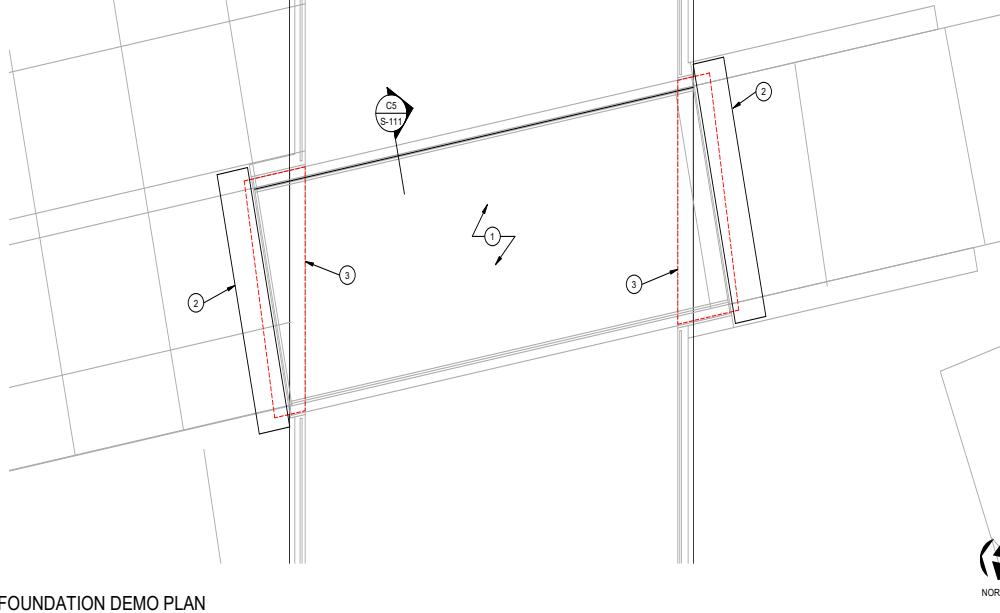
08/08/2022 100% Construction Documents

Foundation And
Demo Plans And
Detail

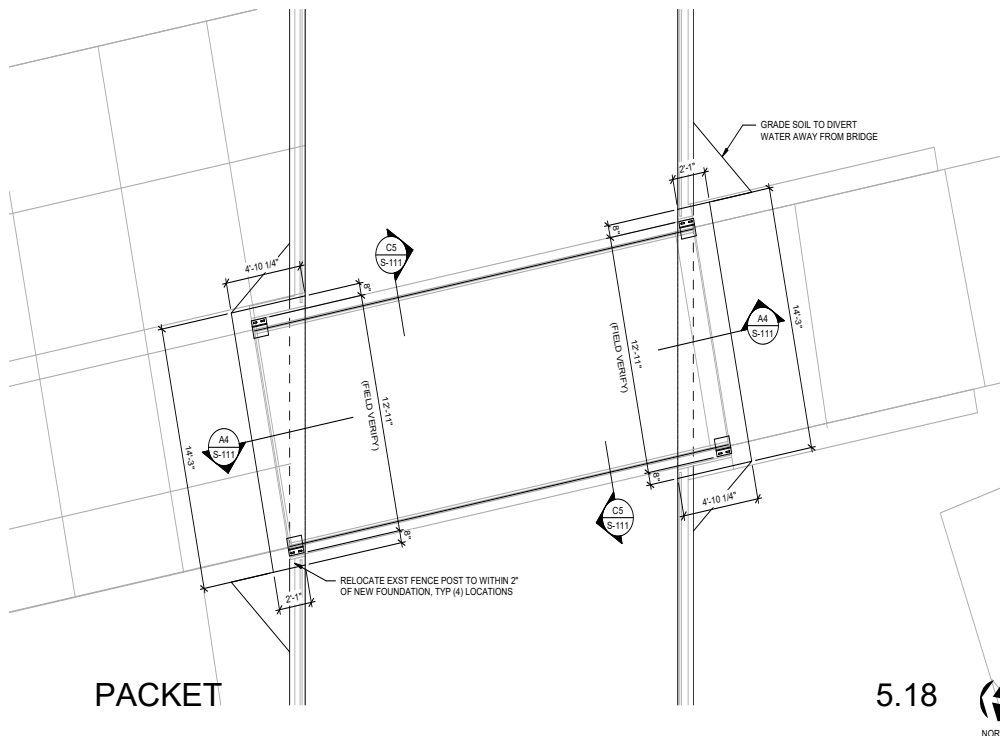
S-111

FOUNDATION DEMO NOTES

1. TEMPORARILY RELOCATE PEDESTRIAN BRIDGE.
2. SAWCUT AND REMOVE EXISTING PAVING TO PERMIT CONSTRUCTION OF NEW FOUNDATIONS. LEAVE MINIMUM 12" OF EXISTING REINF INTACT.
3. DEMO AND REMOVE EXISTING BRIDGE FOUNDATIONS. MAINTAIN EXISTING WALL REINFORCING AND DOWELS INTACT.



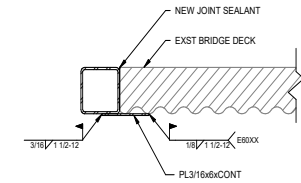
C1 FOUNDATION DEMO PLAN
1/4" = 1'-0"



A1 FOUNDATION AND BRIDGE REHAB PLAN
1/4" = 1'-0"

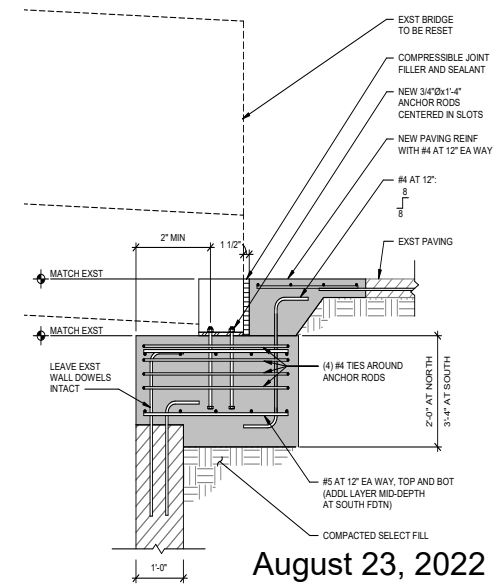
GENERAL NOTES

1. RELOCATE BRIDGE TO DESIGNATED LOCATION.
 - A. REMOVE EXISTING PAINT AND RUST. CLEAN BASE PLATES IN ACCORDANCE WITH SSPC-SP1 POWER TOOL CLEANING.
 - B. PRIME UNDERSIDE OF BRIDGE WITH TNEPEC SERIES 115.
 - C. PRIME GIRDERS, GUARDRAILS, AND BASE PLATES WITH TNEPEC SERIES 115.
 - D. PAINT STEEL SURFACES WITH TNEPEC FINISH COAT, WITH FINISH AND COLOR TO BE SELECTED FROM MANUFACTURER'S FULL LINE.
 - E. TNEPEC SERIES PAINT IS BASIS OF DESIGN. SUBSTITUTIONS SHALL BE OF EQUAL OR GREATER QUALITY.
2. AFTER DEMOLITION, SCARIFY AND RECOMPACT TOP 6 INCHES OF SUBGRADE TO MINIMUM 95 PERCENT OF ASTM D698 MAXIMUM DENSITY. RAISE PAD TO PROPER ELEVATION WITH SELECT FILL IN MAXIMUM 8 INCH LIFTS COMPACTED TO 95 PERCENT OF ASTM D698 MAXIMUM DENSITY WITHIN 2 PERCENTAGE POINTS OF OPTIMUM MOISTURE CONTENT.
3. AFTER NEW FOUNDATIONS HAVE BEEN CURED FOR A MINIMUM OF 7 DAYS, REINSTALL BRIDGE.
4. CONCRETE SHALL BE AS FOLLOWS:
 - A. MINIMUM COMPRESSIVE STRENGTH:
 - a. 3000 PSI
 - B. MAXIMUM W/C RATIO:
 - a. 0.50
 - C. MAXIMUM AGGREGATE SIZE:
 - a. 1 INCH
 - D. AIR CONTENT:
 - a. 3% AIR ENTRAINED
5. ALTERNATE 1:
 - A. DEMOLISH METAL DECK AND CONCRETE FROM BRIDGE.
 - B. REPLACE METAL DECK AND CONCRETE AFTER RESETTING FRAME.



NOTE:
ATTACH PLATE AFTER CLEANING, BEFORE PAINTING

C5 SECTION
1 1/2" = 1'-0"



A4 SECTION
3/4" = 1'-0"



THE CITY OF MIDLAND CONTRACT

Contract No. 22004273

THIS CONTRACT, effective the _____ day of _____, 2022, by and between the City of Midland, hereinafter referred to as "CITY", and _____, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: \$ _____ DOLLARS
2. **Scope of Work:** COMPANY shall perform all work described for Momentum Bank Ballpark Pedestrian Bridge Rehabilitation Project in the following documents, attached hereto and incorporated herein by reference for all legal purposes.

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

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

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

5. **Company:** Unless otherwise stipulated, COMPANY shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel,

transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. COMPANY shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

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

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

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

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

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

16. **Payment; Retainage:** After all work is completed by COMPANY, including all Change Orders altering the original scope and amount of the contract are completed, and the CITY has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, the CITY may thereafter issue payment to COMPANY in the amount of the contract and all Change Orders. The CITY shall be the final judge of when the work is completed by COMPANY. The CITY, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to the CITY's requirements.

16.1. The CITY may make periodic payments to COMPANY; provided, however, such periodic payments may only be made pursuant to this section, and only after all work and all Change Orders are completed by COMPANY and approved by the CITY. The approval shall be in the CITY's sole discretion. Requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the CITY or the CITY's representative, the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

17. **Late Completion; Liquidated Damages:** It is hereby understood and mutually agreed, by and between COMPANY and the CITY, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed." COMPANY agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between COMPANY and the CITY, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

17.1. In the event COMPANY shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the CITY, then COMPANY and COMPANY's surety, if any, shall be liable for and does hereby agree, as a part consideration for the awarding of this contract, to pay to the CITY \$500.00, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every day that COMPANY shall be in default after the time stipulated in the contract for completing the work. Further, the CITY shall have the right to cancel this contract for such delay. In the event the CITY cancels this contract pursuant to the terms of this section, the CITY shall pay to COMPANY only those monies deemed appropriate by the CITY, in its sole discretion, to compensate COMPANY for any work actually performed, less any liquidated damages COMPANY owes the CITY.

17.2. The said amount is fixed and agreed upon by and between COMPANY and the CITY because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the CITY would in such event sustain, and said amount is agreed to be the amount of damages which the CITY would sustain and said amount shall be retained from time to time by the CITY from current periodical estimates.

17.3. It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that COMPANY shall not be charged with liquidated damages or any excess cost when the CITY determines, in its sole discretion, that COMPANY is without fault and COMPANY's reasons for the time extension are acceptable to the CITY. Provided, further, that COMPANY shall not be charged with liquidated damages or excess cost when the delay in completion of the work is due: August 23, 2022

- a. To any preference, priority or allocation order duly issued by the Government;
- b. To unforeseeable cause beyond the control and without the fault or negligence of COMPANY, including, but not restricted to, acts of God, or of the public enemy, acts of the CITY, acts of another contractor in the performance of a contract with the CITY, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
- c. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

17.4. Provided, further, that COMPANY shall, within ten (10) days from the beginning of such delay, unless the CITY shall, in its sole discretion grant a further period of time prior to the date of final settlement of the contract, notify the CITY, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify COMPANY within a reasonable time of its decision in the matter.

17.5. COMPANY AGREES THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES MAY BE RECOVERED BY THE CITY FROM RETAINAGE HELD BY THE CITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, COMPANY 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 ARISING FROM THE CITY WITHHOLDING PAYMENT FROM COMPANY AS LIQUIDATED DAMAGES FOR COMPANY'S FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED HEREIN, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

17.6. COMPANY SHALL RECEIVE NO FINANCIAL COMPENSATION FOR DELAY OR HINDRANCE TO THE WORK. IN NO EVENT SHALL THE CITY BE LIABLE TO COMPANY OR ANY SUBCONTRACTOR OR SUPPLIER, ANY OTHER PERSON OR ANY SURETY FOR OR ANY EMPLOYEE OR AGENT OF ANY OF THEM, FOR ANY DAMAGES ARISING OUT OF OR ASSOCIATED WITH ANY DELAY OR HINDRANCE TO THE WORK, REGARDLESS OF THE SOURCE OF THE DELAY OR HINDRANCE, INCLUDING EVENTS OF FORCE MAJEURE, AND EVEN IF SUCH DELAY OR HINDRANCE RESULTS FROM, ARISES OUT OF OR IS DUE, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF THE CITY. COMPANY'S SOLE REMEDY IN ANY SUCH CASE SHALL BE AN EXTENSION OF TIME.

18. **No Third Party Beneficiary:** CITY's approval of this contract does not create a third party

beneficiary. There is no third party beneficiary to this contract. No person or entity who is not a party to this contract shall have any third party beneficiary or other rights hereunder.

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

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

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

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

21. Insurance:

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

Commercial General Liability (including Contractual liability):

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

-Property Damage: \$500,000.00 per occurrence

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

Workers' Compensation: Statutory limits

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

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

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

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

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

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

subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

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

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

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

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

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

25. **Independent Contractor:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be

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

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

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

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision to the contrary, COMPANY's failure to comply with the

requirements of this Section shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Contract are reasonable. The provisions and obligations of this Section shall survive the termination of this Contract.

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

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

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

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

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

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

31. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements

applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, City Manager

ATTEST

Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

John Ohnemiller, City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

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

EXHIBIT C

Bonding Requirements

The successful bidder shall be required to furnish a Performance & Payment Bond* for bids in excess of \$50,000.00, in an amount equal to one hundred percent (100%) of the total contract price, such bond to be executed in five (5) original counterparts by a Corporate Surety authorized to do business in the State of Texas and acceptable to the City of Midland. All bonds must be executed on forms contained in these contract documents. The form of agreement which the successful bidder, as contractor, will be required to execute is also included herewith. The form of agreement and the form of the bonds should be carefully examined by the bidder.

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

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

BID BOND

THE STATE OF TEXAS §

SURETY NO. _____

COUNTY OF MIDLAND §

KNOW ALL MEN BY THESE PRESENTS, THAT _____

(hereinafter called the Principal), as Principal, and _____

(hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of _____

_____ DOLLARS

(\$ _____), for the payment whereof the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written Contract with the obligee to _____

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

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

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

IN WITNESS THEREOF, THE SAID PRINCIPAL AND SURETY do sign and seal this instrument, this

_____ day of _____, 20____.

Principal

Surety

By _____

By _____

Address _____

Address _____

APPROVED AS TO FORM:

City Attorney

NOTE: **PACKET**
ATTACH POWER OF ATTORNEY

5.34

August 23, 2022

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

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

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

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

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

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

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

Principal

Surety

By _____

By _____

Address _____

Address _____

APPROVED AS TO FORM:

City Attorney

NOTE: Attach Power of Attorney

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

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

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

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

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

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

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

Principal

Surety

By _____

By _____

Address _____

Address _____

APPROVED AS TO FORM:

City Attorney

NOTE: Attach Power of Attorney

EXHIBIT D – BUILDING WAGE RATES rev 01-01-21

General Decision Number: TX20210261 01/01/2021

Superseded General Decision Number: TX20200261

State: Texas

Construction Type: Building

County: Midland County in Texas.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 01/01/2021

BOIL0074-003 01/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 28.00	22.35

ENGI0178-005 06/01/2020

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

* IRON0084-011 06/01/2020

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 25.26	7.13

* PLUM0404-001 09/01/2020

	Rates	Fringes
PLUMBER.....	\$ 26.05	8.81

SUTX2014-037 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER.....	\$ 13.82	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.76	0.00
ELECTRICIAN.....	\$ 23.18	6.31
INSULATOR - MECHANICAL		
(Duct, Pipe & Mechanical System Insulation)....	\$ 19.77	7.13
IRONWORKER, REINFORCING.....	\$ 12.27	0.00

PACKET

5.40

August 23, 2022

IRONWORKER, STRUCTURAL.....	\$ 22.16	5.26
LABORER: Common or General.....	\$ 11.80	0.00
LABORER: Mason Tender - Brick.....	\$ 11.38	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.58	0.00
LABORER: Pipelayer.....	\$ 12.49	2.13
LABORER: Roof Tearoff.....	\$ 11.28	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.25	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 16.22	0.34
OPERATOR: Forklift.....	\$ 14.83	0.00
OPERATOR: Grader/Blade.....	\$ 13.37	0.00
OPERATOR: Loader.....	\$ 13.55	0.94
OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03	0.00
OPERATOR: Roller.....	\$ 12.70	0.00
PAINTER (Brush, Roller, and Spray).....	\$ 15.00	0.73
PIPEFITTER.....	\$ 25.80	8.55
ROOFER.....	\$ 14.75	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 22.73	7.52
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 19.50	0.00

TILE FINISHER.....	\$ 11.22	0.00
TILE SETTER.....	\$ 14.74	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00	4.11

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

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts. Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

EXHIBIT D – Heavy and Highway Wage Rates rev 01-01-21

"General Decision Number: TX20210002 01/01/2021

Superseded General Decision Number: TX20200002

State: Texas

Construction Types: Heavy and Highway

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

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/gov contracts.

Modification Number Publication Date

0 01/01/2021

* SUTX2011-002 08/02/2011

Rates Fringes

CEMENT MASON/CONCRETE

FINISHER (Paving & Structures).....\$ 13.55

ELECTRICIAN.....\$ 20.96

FORM BUILDER/FORM SETTER

Paving & Curb.....\$ 12.36

Structures.....\$ 13.52

LABORER

Asphalt Raker.....\$ 12.28
Flagger.....\$ 9.30
Laborer, Common.....\$ 10.30
Laborer, Utility.....\$ 11.80
Work Zone Barricade Servicer.....\$ 10.30

POWER EQUIPMENT OPERATOR:

Asphalt Distributer.....\$ 14.87
Asphalt Paving Machine.....\$ 13.40
Broom and Sweeper.....\$ 11.21
Crane, Lattice Boom 80 Tons or Less.....\$ 16.82
Crawler Tractor Operator.....\$ 13.96
Excavator, 50,000 lbs or less.....\$ 13.46
Front End Loader Operator, Over 3 CY.....\$ 12.77
Front End Loader, 3CY or less.....\$ 12.28
Loader/Backhoe.....\$ 14.18
Mechanic.....\$ 20.14
Milling Machine.....\$ 15.54
Motor Grader, Rough.....\$ 16.15
Motor Grader, Fine.....\$ 17.49
Pavement Marking Machine.....\$ 16.42
Reclaimer/Pulverizer.....\$ 12.85
Roller, Asphalt.....\$ 10.95
Roller, Other.....\$ 10.36
Scraper.....\$ 10.61
Spreader Box.....\$ 12.60

Servicer.....\$ 13.98

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

TRUCK DRIVER

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

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

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts. Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate

includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

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

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

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

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

~~PACKET~~ ~~549~~
Signed by vendor doing business with the governmental entity

~~Aug~~ August 23, 2022

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

CITY OF MIDLAND

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

Affidavit of Eligibility

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

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

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

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

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: _____

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

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

Reseller Permit Number: _____

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

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

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

☐ Yes ☐ No

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

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

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

NOTICE TO BIDDERS

IF THIS PURCHASE REQUIRES A CONTRACT, THE ATTACHED **CONTRACT AND INSURANCE REQUIREMENTS ARE NON-NEGOTIABLE**. MODIFICATIONS BY BIDDER/COMPANY OF ANY MATERIAL TERM(S) TO THE CONTRACT DOCUMENTS WILL BE DEEMED A NON-RESPONSIVE BID. NON-RESPONSIVE BIDS WILL BE REJECTED. BIDDER/COMPANY MUST BE WILLING TO SIGN THE CONTRACT AS IS AND WITHOUT MODIFICATIONS, PROVIDE PROPERLY EXECUTED BONDS (IF APPLICABLE) AND PROVIDE INSURANCE SPECIFICALLY AS REQUIRED WITHIN THE CONTRACT DOCUMENTS **WITHIN 21 DAYS** OF THE DATE OF THE TRANSMITTAL LETTER.

IF THE SELECTED BIDDER/COMPANY CANNOT MEET THE ABOVE REQUIREMENTS, THEN **THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER BIDDER**.

IMPORTANT NOTICE – IF THE CONTRACT DOCUMENTS REQUIRE WORKER’S COMPENSATION INSURANCE, BIDDER/COMPANY MUST CARRY WORKER’S COMPENSATION INSURANCE TO BE ELIGIBLE FOR THIS CONTRACT. IF YOU CANNOT PROVIDE WORKER’S COMPENSATION INSURANCE AS REQUIRED BY STATE OF TEXAS STATUTE, WE RESPECTFULLY REQUEST THAT YOU “NO BID” THIS WORK.

COMPLIANCE: Company agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. Company agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended. For further instructions on how to comply with Texas Government Code Section 2252.908 and Texas Local Government Code Section 176.006,

please go to https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm.

ANY VENDOR WHO FAILS TO COMPLY WITH THE TERMS OF THE AWARD **MAY BE DECLARED AN IRRESPONSIBLE VENDOR**. BIDS SUBMITTED BY SAID VENDOR SHALL NOT BE CONSIDERED AGAIN FOR A MINIMUM PERIOD OF SIX MONTHS AS DETERMINED BY THE CITY MANAGER.

IMPORTANT: READ CAREFULLY BEFORE MAKING BID
GENERAL CONDITIONS OF BIDDING

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

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
<u>Employers' Liability:</u>	\$500,000.00 per accident or occurrence

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

32. **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.



City Council Meeting

Item Number: 6
Meeting Date: August 23, 2022
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: RESOLUTION APPROVING A CONTRACT WITH HOHENBERGER, INC., D/B/A CSI: LUBBOCK, THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF ACCESS CONTROL AND CAMERA SYSTEMS AT MULTIPLE CITY BUILDINGS FOR A TOTAL COST OF \$348,524.32; AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT: ALL) (GENERAL SERVICES)

Purpose:

Resolution awarding the execution of a contract with Hohenberger Inc. dba CSI: Lubbock, through Buyboard contract 655-21 for the installation of Access Control and Camera Systems at multiple City buildings for a total cost of \$348,524.32.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the FY22 CISD Technology Fund operating budget and will be transferred and appropriated to a project for said purpose.

Discussion:

Staff recommends authorizing the execution of a contract Hohenberger Inc. dba CSI: Lubbock, for the installation of Access Control and Camera Systems at multiple City buildings through Buyboard. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. Please refer to the memo from Jennifer Frescaz, Chief Information Officer, for additional information.

Therefore, please consider a resolution executing a contract with Hohenberger Inc. dba CSI: Lubbock, through Buyboard contract 655-21 for the installation of Access Control and Camera Systems at multiple City buildings for a total project cost of \$348,524.32.

Jina Gang

City Manager's Office



DATE: August 10, 2022

TO: Erika Martinez, Purchasing Manager

FROM: Jennifer Frescaz, Chief Information Officer

SUBJECT: Consider a resolution awarding a contract to CSI via Buyboard Proposal No 655-21 for installing Access Control and Camera Systems at multiple City buildings.

Consider a resolution approving an agreement with CSI to install Access Control and Camera Systems at multiple City buildings and locations and expand current recording servers via Buyboard Proposal No 655-21 for a one-time payment of \$348,524.32.

The project combines efforts to bring greater access control and monitoring to the City of Midland and streamlined physical and network access permissions and security. The new Access Control and Camera Systems will help protect the Radio Communication Towers, Health Department, Orchard Complex, and the new Customer Service office.

The pricing for the agreement is a one-time payment of \$348,524.32. This cost includes the hardware, installation, programming, and one year of licensing and maintenance. This project is budgeted in the Cisd Technology Fund.

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONTRACT WITH
HOHENBERGER, INC., D/B/A CSI: LUBBOCK,
THROUGH BUYBOARD, FOR THE PURCHASE AND
INSTALLATION OF ACCESS CONTROL AND CAMERA
SYSTEMS AT MULTIPLE CITY BUILDINGS FOR A
TOTAL COST OF \$348,524.32; AND APPROPRIATING
FUNDS FOR SAID PROJECT**

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

WHEREAS, Hohenberger, Inc., D/B/A CSI: Lubbock ("CSI: Lubbock"), has submitted a total proposed cost to the City of \$348,524.32 for the purchase and installation of access control and camera systems for multiple City buildings through Buyboard; and

WHEREAS, the Council finds the price proposed by CSI: Lubbock through Buyboard for the purchase and installation of said access control and camera systems to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to approve a contract with CSI: Lubbock for the purchase and installation of said access control and camera systems through Buyboard;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with CSI: Lubbock for the purchase and installation of access control and camera systems at multiple City buildings, through Buyboard, for a total cost of \$348,524.32. Said contract being in a form substantially similar to Exhibit A, which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That the funding is available in the FY22 CISD Technology Fund operating budget and will be transferred and appropriated to a project for said purpose.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay CSI: Lubbock in accordance with the provisions of the above-referenced contract from funds available in project for said purpose 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., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

John Ohnemiller, City Attorney



THE CITY OF MIDLAND CONTRACT

Contract No. 22003867, 22003868, 22003871, & 22004039

THIS CONTRACT, effective the 24th day of August 2022, by and between the City of Midland, hereinafter referred to as "CITY", and Hohenberger, Inc. dba CSI:Lubbock, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: \$ 348,524.32 DOLLARS
2. **Scope of Work:** COMPANY shall perform all work described for installation of security cameras at the Milestone Server, Orchard Compound, Health Department Building, Edgewood Water Tower, Fire Station 4 Cell Tower, and Customer Service Building in the following documents, attached hereto and incorporated herein by reference for all legal purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary

EXHIBIT B..... Intentionally Omitted

EXHIBIT C..... Bonding instructions for Public Works Contract of \$50,000 and more

EXHIBIT D..... Wage Scale

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 100 calendar days after release to proceed.

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

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

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

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

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

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

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

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

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

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

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

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

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

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

20. **Insurance:**

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

Commercial General Liability (including Contractual liability):

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

-Property Damage: \$500,000.00 per occurrence

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

Workers' Compensation: Statutory limits

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY;

and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, City Manager

ATTEST

Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

John Ohnemiller, City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2022 personally appeared, _____, an officer of Hohenberger, Inc. dba CSI:Lubbock, 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 _____, 2022.



2317-114th St.
Lubbock TX 79423

Proprietary and Confidential

Estimate

Date	8/10/2022
Estimate #	CSIQ7810
Project	Avigilon Cameras

Customer Name:

City of Midland
Attn: Tom Carrasco
601 N Loraine
Midland, TX 79701

Job Site Location:

1030 Andrews Hwy Suite 220
Midland, TX 7

Item	Description	Qty	Rate	Total
	Buyboard Proposal No. 655-21 City of Midland Customer Service Avigilon Cameras Scope of Work: - Installation of (6) category 6 cables for cameras. - Installation of (6) directional dome cameras. Note: Licensing for these cameras is provided on CSIQ7807. Note: This proposal assume free space on existing patch panels. If new patch panels are required, additional charges will apply. Exclusions: - Any additional work not accounted for in this quote that would require an additional trip onsite, will be accounted for in a change order issued by CSI. - This bid does not include any "active" network equipment such as servers, switches, and power supplies for network system. - Project items not explicitly listed in this description and material list are considered excluded from this bid. - In the event of significant delay or price increase of material occurring during the			

Subtotal

Sales Tax (8.25%)

Total



2317-114th St.
Lubbock TX 79423

Proprietary and Confidential

Estimate

Date	8/10/2022
Estimate #	CSIQ7810
Project	Avigilon Cameras

Customer Name:

City of Midland
Attn: Tom Carrasco
601 N Loraine
Midland, TX 79701

Job Site Location:

1030 Andrews Hwy Suite 220
Midland, TX 7

Item	Description	Qty	Rate	Total
	performance of the contract through no fault of the Contractor, the contract sum, time of performance, and contract requirements shall be equitably adjusted by change order in accordance with the procedures of the contract documents. A change in price of an item of material shall be considered significant when the price of an item increases 5% percent between the date of this contract and the date of installation.			
2.0C-H5A-D1-IR	Avigilon 2.0 MP (1080p) WDR, LightCatcher, Day/Night, Indoor Dome, 3.3-9mm f/1.3 P-iris lens, Integrated IR, Next-Generation Analytics	6.00	912.74333	5,476.46
Shipping Fees	Shipping Fees	1.00	50.00	50.00
7131800	General Cable GenSPEED 6 Cat6 plenum 1000' Blue 7131800	1.50	389.02667	583.54
CJ688TGBU	Panduit Mini-Com Module, Category 6, blue	12.00	13.80583	165.67
CBXQ2IW-A	Panduit Mini-Com 2-Port Surface Mount Box With Quick Release Cover and Adhesive, Off White	6.00	5.50	33.00
566-110-005	Quiktron Cat 6 patch cable, 5 ft	6.00	2.50833	15.05
566-110-010	Quiktron Cat 6 patch cable, 10 ft., blue	6.00	3.48333	20.90
Miscellaneous	Hardware necessary for a complete system	1.00	600.00	600.00
Labor - Securit...	Camera Cable and Wiring Installation	9.00	105.00	945.00
Labor - Securit...	Camera Hardware Installation	12.00	105.00	1,260.00

INSTALLATION & TESTING will be on a timely basis by qualified technicians. All work will be completed in a professional manner and in accordance with applicable codes and standards.
WARRANTY: CSI warrants the installation of the items furnished in this installation against defects in workmanship for one (1) year from date of acceptance or beneficial use of system. This warranty covers only installation. We schedule normal warranty repairs during normal business hours (8:00 to 5:00 M-F, holidays not included). Repairs required during other than normal working hours or due to misuse or abuse of the system shall be billable out of our standard hourly services rates.
FEES & CANCELLATION: Taxes, shipping, handling, and other fees may apply.
CSI reserves the right to cancel orders (proposals) if errors in pricing and/or project scope arise or if circumstances outside of our control cause pricing and/or SOW issues.

This proposal is valid for 20 days from the proposal date

Security License# B20382
TX State Fire Marshal's License# 2259126
HUB Certificate VID #1752949521400
New Mexico Contractor's License# 385465

PACKET

6.20
Page 2

August 23, 2022

Subtotal	\$9,149.62
Sales Tax (8.25%)	\$0.00
Total	\$9,149.62



2317-114th St.
Lubbock TX 79423

Proprietary and Confidential

Estimate

Date	8/10/2022
Estimate #	CSIQ7290.1
Project	Edgewood Water Tower

Customer Name:

City of Midland
Attn: Tom Carassco
601 N Loraine
Midland, TX 79701

Job Site Location:

City of Midland
Edgewood Water Tower
4700 W. Storey Ave.
Midland, TX 79703
USA

Item	Description	Qty	Rate	Total
	Buyboard Proposal No. 655-21 City of Midland Edgewood Water Tower Security, Cameras, and Access Control Scope of Work: Security: - Installation of (1) DMP Panel - Installation of (1) DMP Keypad. - Installation of (1) cellular module for security panel. - Installation of (3) door contacts. - Installation of (2) panic buttons. - Installation of (2) motion sensors. - Installation of (1) Algo Paging Unit - Installation of (1) single channel amplifier - Installation of (2) horn speakers. Note: Security system has a recurring monthly charge of \$35.19. Cameras: - Installation of (1) 90-degree camera (exterior wall-mount) - Installation of (5) 270-degree camera, (exterior corner mounted) - Installation of (3) 180-degree outdoor bullet camera (to be mounted on the water tower), to			

Subtotal

Sales Tax (8.25%)

Total



2317-114th St.
Lubbock TX 79423

Proprietary and Confidential

Estimate

Date	8/10/2022
Estimate #	CSIQ7290.1
Project	Edgewood Water Tower

Customer Name:

City of Midland
Attn: Tom Carassco
601 N Loraine
Midland, TX 79701

Job Site Location:

City of Midland
Edgewood Water Tower
4700 W. Storey Ave.
Midland, TX 79703
USA

Item	Description	Qty	Rate	Total
	be installed 20-25ft above ground. Note: Camera licensing is provided on proposal CSIQ7807. Note: Installation of anything greater than 25ft above ground to be installed by City of Midland vendor. CSI will supply cameras and mounting hardware. Access Control: - Licensing for (3) access control doors. - Installation of (1) 4 door access control enclosure. - Installation of (1) 1502 door controller. - Installation of (1) MR-52 door expander. - Installation of (5) composite cables for access control doors. - Installation of (1) power transfer cable for access control door. - Installation of (2) recessed strikes for access control doors. - Installation of (1) surface mount strike for access control doors. - Installation of (2) gate strike. - Fabrication of (1) locking mechanism for double swing gate. - Installation of (2) push to exit button for gate			

Subtotal

Sales Tax (8.25%)

Total



2317-114th St.
Lubbock TX 79423

Proprietary and Confidential

Estimate

Date	8/10/2022
Estimate #	CSIQ7290.1
Project	Edgewood Water Tower

Customer Name:

City of Midland
Attn: Tom Carassco
601 N Loraine
Midland, TX 79701

Job Site Location:

City of Midland
Edgewood Water Tower
4700 W. Storey Ave.
Midland, TX 79703
USA

Item	Description	Qty	Rate	Total
	strike. - Installation of (3) door contacts for access control doors. - Integration of (5) access control doors to existing ACM server. - Installation of (1) 2N Intercom/Camera. Note: Access Control for this project will tied back into the City of Midland's existing Avigilon Server. Exclusion: - Any additional work not accounted for in this quote that would require an additional trip onsite, will be accounted for in a change order issued by CSI. - This bid does not include any "active" network equipment such as servers, switches, and power supplies for network system. - Project items not explicitly listed in this description and material list are considered excluded from this bid. - In the event of significant delay or price increase of material occurring during the performance of the contract through no fault of the Contractor, the contract sum, time of performance, and contract requirements shall be equitably adjusted by change order in accordance with the procedures of the contract			

Subtotal

Sales Tax (8.25%)

Total



2317-114th St.
Lubbock TX 79423

Proprietary and Confidential

Estimate

Date	8/10/2022
Estimate #	CSIQ7290.1
Project	Edgewood Water Tower

Customer Name:

City of Midland
Attn: Tom Carassco
601 N Loraine
Midland, TX 79701

Job Site Location:

City of Midland
Edgewood Water Tower
4700 W. Storey Ave.
Midland, TX 79703
USA

Item	Description	Qty	Rate	Total
	documents. A change in price of an item of material shall be considered significant when the price of an item increases 5% percent between the date of this contract and the date of installation.			
	Security:			
X150NL-G	DMP XR150NL-G Network Panel & Enclosure	1.00	395.85	395.85
PS1250F2	Power-Sonic 12V 5AH SLA BATTERY F2	1.00	16.89	16.89
7872-W	DMP Touch LCD Keypad, 4-zones, Prox, White	1.00	202.67	202.67
263LTE-V/381-2	DMP LTE cellular communicator w/cable, Verizon	1.00	196.69	196.69
SD-70	DMP Door Contact, recessed	3.00	5.72	17.16
HUB-M	DMP Hold-Up Button, White	2.00	23.92	47.84
CDX-DAM	DMP PIR Motion Detection	2.00	74.10	148.20
Algo 8301	Algo 8301 SIP Paging Adapter & Scheduler	1.00	500.50	500.50
PA40G	Atlas Single Channel, 40-Watt power amplifier with global power supply.	1.00	405.59	405.59
AP-15TC	Horn Speaker with 15-Watt 25V/70V/100V Transformer - Beige	2.00	197.60	395.20
Security Cable...	22/4 plenum cable Panel-IDF (1 per location) Includes Labor	1.00	75.00	75.00
Security Cable...	22/4 plenum cable Keypad-IDF (1 per keypad location) Includes Labor	1.00	150.00	150.00
Security Cable...	22/4 plenum cable Door Contact-IDF (1 per DC location / 1 per pair DC to same double doors) Incl...	3.00	150.00	450.00
Security Cable...	22/4 plenum cable Panic Button-IDF (1 per location) Includes Labor	2.00	150.00	300.00

Subtotal

Sales Tax (8.25%)

Total



2317-114th St.
Lubbock TX 79423

Proprietary and Confidential

Estimate

Date	8/10/2022
Estimate #	CSIQ7290.1
Project	Edgewood Water Tower

Customer Name:

City of Midland
Attn: Tom Carassco
601 N Loraine
Midland, TX 79701

Job Site Location:

City of Midland
Edgewood Water Tower
4700 W. Storey Ave.
Midland, TX 79703
USA

Item	Description	Qty	Rate	Total
Security Cable...	22/6 plenum cable Motion Detector-IDF (1 per location) Includes Labor	2.00	150.00	300.00
Standard Secu...	22/4 plenum cable Output Relay- Algo (1 per location) Includes Labor	1.00	75.00	75.00
18/2 Drop	18/2 Two-Conductor - Commercial Applications, Addressable Systems - 18 AWG, per 100-200ft drop	2.00	85.00	170.00
Activation - SWD	Southwest Dispatch - Service Activation	1.00	32.50	32.50
SecurCom Acti...	SecurCom wireless Monitoring Activation	1.00	19.00	19.00
Miscellaneous	Hardware necessary for a complete system	1.00	455.00	455.00
Labor - Securit...	Security Hardware Installation	20.00	105.00	2,100.00
Labor - Securit...	Security Programming, Testing and Training	10.00	105.00	1,050.00
Travel	Travel	1.00	1,200.00	1,200.00
	Recurring Security Costs:			
SWD Com Basi...	SWD Commercial Basic Security Monitoring	1.00	13.49	13.49
SecurCom Mon...	SecurComm Wireless Monitoring	1.00	21.70	21.70
	Cameras			
7131800	General Cable GenSPEED 6 Cat6 plenum 1000' Blue 7131800	0.75	348.40	261.30
CS340 BLK C6...	CommScope Uniprise Solutions CS340 Category 6 U/UTP filled Cable, outdoor direct burial, black j...	0.75	383.17333	287.38
MP-88U-R-1	CommScope RJ45 modular connectors	14.00	0.845	11.83
0E-19VGHDMI2	W Box Technologies 19" LED MONITOR W/ VGA HDMI	1.00	181.99	181.99

Subtotal

Sales Tax (8.25%)

Total



2317-114th St.
Lubbock TX 79423

Proprietary and Confidential

Estimate

Date	8/10/2022
Estimate #	CSIQ7290.1
Project	Edgewood Water Tower

Customer Name:

City of Midland
Attn: Tom Carassco
601 N Loraine
Midland, TX 79701

Job Site Location:

City of Midland
Edgewood Water Tower
4700 W. Storey Ave.
Midland, TX 79703
USA

Item	Description	Qty	Rate	Total
2.0C-H5A-DO1...	Avigilon 2.0 MP (1080p) WDR, LightCatcher, Day/Night, Outdoor Dome, 3.3-9mm f/1.3 P-iris lens, Integrated IR, Next-Generation Analytics	1.00	1,113.23	1,113.23
9C-H4A-3MH-2...	Avigilon 3x 3 MP, WDR, LightCatcher, 2.8mm, Camera Only	5.00	1,557.648	7,788.24
H4AMH-AD-PE...	Outdoor pendant mount adapter, must adapter, must order one of IRPTZ-MNT-Wall1 or IRPTZ-MNT-NPTA1 and one of H4AMH-DO-COVR1 or H4AMH-DO-COVR1-SMOKE.	5.00	150.502	752.51
H4AMH-DO-CO...	Outdoor Dome Cover for H4 Multisensor	5.00	150.502	752.51
IRPTZ-MNT-W...	Pendant wVideo mount adapter. For use with H4 IR PTZ or H4A-MH-AD-PEND1 on H4 Multisensor.	5.00	89.362	446.81
H4AMH-AD-IRIL1	Avigilon Optional IR illuminator ring, up to 30m (100ft), for use with H4AMH-DO-COVR1.	5.00	310.414	1,552.07
H4-MT-CRNR1	Avigilon Corner mount adapter for use with H4A-MT-Wall1, H4-BO-JBOX1, H4SL, H4F, H4 PTZ, H4 IR PTZ and H4 Multisensor cameras.	2.00	84.67	169.34
H4-MT-POLE1	Pole mount adapter for use with H4A-MT-Wall1, H4-BO-JBOX1, H4SL, H4F, H4 PTZ, H4 IR PTZ and H4 Multisensor Cameras.	3.00	84.67	254.01
Miscellaneous	Hardware necessary for a complete system	1.00	3,250.00	3,250.00
Labor - Securit...	Camera Cable and Wiring Installation	5.00	105.00	525.00
Labor - Securit...	Camera Hardware Installation	46.00	105.00	4,830.00
Labor - Securit...	Camera Programming, Testing and Training	10.00	105.00	1,050.00
Travel	Travel	1.00	1,600.00	1,600.00

Subtotal

Sales Tax (8.25%)

Total



2317-114th St.
Lubbock TX 79423

Proprietary and Confidential

Estimate

Date	8/10/2022
Estimate #	CSIQ7290.1
Project	Edgewood Water Tower

Customer Name:

City of Midland
Attn: Tom Carassco
601 N Loraine
Midland, TX 79701

Job Site Location:

City of Midland
Edgewood Water Tower
4700 W. Storey Ave.
Midland, TX 79703
USA

Item	Description	Qty	Rate	Total
	Access Control			
AC-SW-LIC-16...	Additional 16 Doors Expansion Software License for Avigilon Access Control Manager Professional, Enterprise, Enterprise Plus & Virtual	1.00	662.73	662.73
AC-LSP-8DR-M...	Avigilon Eight Door Mercury Integrated Power System Enclosure	1.00	705.51	705.51
Power-Sonic P...	Sonic PS-1270 F1 Battery - 12V 7Ah SLA	1.00	38.99	38.99
AC-MER-CONT...	Avigilon LP-1502 Intelligent Controller; Linux Based with 2 doors; 8 inputs and 4 outputs;	1.00	994.42	994.42
AC-MER-CON-...	Avigilon MR52 Series 3 Two-Reader Interface Module: mag or wiegand; 8 inputs; 6 relays	2.00	547.585	1,095.17
AC-HID-READ...	Avigilon Signo20K, Mullion w/Keypad, Seos Profile , OSDP/Wiegand, Terminal, Mobile Ready, BLE	4.00	348.05	1,392.20
CM-PT14	Camden CM-PT14 Heavy Duty Power Transfer Cable with Aluminum End Caps	1.00	39.00	39.00
9400-630	HES 9400-630 9400 Series Slim-Line, Outdoor Rated Surface Mounted Electric Strike, Satin Stainless Steel	1.00	388.69	388.69
HE-520030404	HES 5200 Complete - Electric Strike	2.00	158.585	317.17
GL1-FS	Securtron GL1-FS GL1 Series Gate Lock, 12/24VDC, Standard Fail Safe	1.00	330.19	330.19
Composite Ca...	Access control composite cable plenum rated.	1.50	631.79333	947.69
AXIS 01301-001	Both surface and flush mounted...Calls to mobile phone or Tablet...Sharp video Day or Night with...	1.00	959.40	959.40
AXIS 01305-001	For Easier Surface Installation.	1.00	49.40	49.40

Subtotal

Sales Tax (8.25%)

Total



Estimate

Date	8/10/2022
Estimate #	CSIQ7290.1
Project	Edgewood Water Tower

**City of Midland
Attn: Tom Carassco
601 N Loraine
Midland, TX 79701**

**City of Midland
Edgewood Water Tower
4700 W. Storey Ave.
Midland, TX 79703
USA**

[illegible]

INSTALLATION & TESTING will be on a timely basis by qualified technicians. All work will be completed in a professional manner and in accordance with applicable codes and standards.

WARRANTY: CSI warrants the installation of the items furnished in this installation against defects in workmanship for one (1) year from date of acceptance or beneficial use of system. This warranty covers only installation. We schedule normal warranty repairs during normal business hours (8:00 to 5:00 M-F, holidays not included). Repairs required during other than normal working hours or due to misuse or abuse of the system shall be billable out of our standard hourly services rates.

FEES & CANCELLATION: Taxes, shipping, handling, and other fees may apply.

CSI reserves the right to cancel orders (proposals) if errors in pricing and/or project scope arise or if circumstances outside of our control cause pricing and/or SOW issues.

This proposal is valid for 20 days from the proposal date

Subtotal	\$55,710.17
Sales Tax (8.25%)	\$0.00
Total	\$55,710.17



2317-114th St.
Lubbock TX 79423

Proprietary and Confidential

Estimate

Date	8/10/2022
Estimate #	CSIQ7070.3
Project	Health Department Cameras

Customer Name:

City of Midland
Attn: Tom Corassco
601 N Loraine
Midland, TX 79701

Job Site Location:

City of Midland Health Department
3303 W Illinois
Midland, TX 79703
USA

Item	Description	Qty	Rate	Total
	Buyboard Proposal No. 655-21 City of Midland Health Department Avigilon Camera System Scope of Work: - Installation of (4) category 6 cables for cameras. - Installation of (1) exterior 90° camera. - Installation of (3) interior 90° cameras. - Installation of (1) interior dual head camera. - Installation of (1) interior 180° camera. Note: Licensing for these cameras is provided on CSIQ7807 Note: This proposal does not include repair of existing cabling to be reused. If replacement is necessary, additional charges will apply.			
7131800	General Cable GenSPEED 6 Cat6 plenum 1000' Blue 7131800	1.00	348.40	348.40
MP-88S-R-1	Modular Plug Kit, 8P/8C, Shielded, Round, 5.1 Mm Max Cable Jack OD, 8-position, Category 5, 100/bag	8.00	0.98	7.84

Subtotal

Sales Tax (8.25%)

Total



2317-114th St.
Lubbock TX 79423

Proprietary and Confidential

Estimate

Date	8/10/2022
Estimate #	CSIQ7070.3
Project	Health Department Cameras

Customer Name:

City of Midland
Attn: Tom Corassco
601 N Loraine
Midland, TX 79701

Job Site Location:

City of Midland Health Department
3303 W Illinois
Midland, TX 79703
USA

Item	Description	Qty	Rate	Total
2.0C-H5A-D1-IR	Avigilon 2.0 MP (1080p) WDR, LightCatcher, Day/Night, Indoor Dome, 3.3-9mm f/1.3 P-iris lens, Integrated IR, Next-Generation Analytics	1.00	799.58	799.58
6.0C-H5A-DP1-...	Avigilon 6. MP WDR, LightCatcher, Day/Night, Pendant Dome, 4.9-8mm f/1.8 P-iris lens, Integrated IR, Next-Generation Analytics. Must use with a H4A-MT-Wall1 or H4A-MT-NPTA1.	1.00	1,152.80	1,152.80
6.0C-H5A-DO1-...	6.0 MP WDR, LightCatcher, Day/Night, Outdoor Dome, 4.9-8mm f/1.8 P-iris lens, Integrated IR, Next-Generation Analytics	1.00	1,244.10	1,244.10
9C-H4A-3MH-1...	Avigilon 3x 3 MP, WDR, LightCatcher, 4mm, Camera Only	1.00	1,557.65	1,557.65
H4AMH-AD-DO...	Outdoor surface mount adapter, must order either a H4AMH-DO-COVR1 or H4AMH-DO-COVR1-SMOKE.	1.00	150.50	150.50
H4A-MT-WALL1	Avigilon Wall mount bracket for use with H5A/H4A pendant dome cameras	1.00	56.43	56.43
H4AMH-DO-CO...	Outdoor Dome Cover for H4 Multisensor	1.00	150.50	150.50
Miscellaneous	Hardware necessary for a complete system	1.00	1,170.00	1,170.00
Labor	Labor - Cabling	6.00	191.25	1,147.50
Labor - Securit...	Camera Hardware Installation	14.00	236.25	3,307.50
Labor - Securit...	Camera System Programming, Testing and Training	5.00	236.25	1,181.25
Travel	Travel	1.00	700.00	700.00

Subtotal

Sales Tax (8.25%)

Total



2317-114th St.
Lubbock TX 79423

Proprietary and Confidential

Estimate

Date	8/10/2022
Estimate #	CSIQ7070.3
Project	Health Department Cameras

Customer Name:

City of Midland
Attn: Tom Corassco
601 N Loraine
Midland, TX 79701

Job Site Location:

City of Midland Health Department
3303 W Illinois
Midland, TX 79703
USA

Item	Description	Qty	Rate	Total
	Exclusions: - Any additional work not accounted for in this quote that would require an additional trip onsite, will be accounted for in a change order issued by CSI. - This bid does not include any "active" network equipment such as servers, switches, and power supplies for network system. - Project items not explicitly listed in this description and material list are considered excluded from this bid. - In the event of significant delay or price increase of material occurring during the performance of the contract through no fault of the Contractor, the contract sum, time of performance, and contract requirements shall be equitably adjusted by change order in accordance with the procedures of the contract documents. A change in price of an item of material shall be considered significant when the price of an item increases 5% percent between the date of this contract and the date of installation.			

INSTALLATION & TESTING will be on a timely basis by qualified technicians. All work will be completed in a professional manner and in accordance with applicable codes and standards.
WARRANTY: CSI warrants the installation of the items furnished in this installation against defects in workmanship for one (1) year from date of acceptance or beneficial use of system. This warranty covers only installation. We schedule normal warranty repairs during normal business hours (8:00 to 5:00 M-F, holidays not included). Repairs required during other than normal working hours or due to misuse or abuse of the system shall be billable out of our standard hourly services rates.
FEES & CANCELLATION: Taxes, shipping, handling, and other fees may apply.
CSI reserves the right to cancel orders (proposals) if errors in pricing and/or project scope arise or if circumstances outside of our control cause pricing and/or SOW issues.

This proposal is valid for 20 days from the proposal date

Security License# B20382
TX State Fire Marshal's License# 2259126
HUB Certificate VID #1752949521400
New Mexico Contractor's License# 385465

PACKET

6.31
Page 3

August 23, 2022

Subtotal	\$12,974.05
Sales Tax (8.25%)	\$0.00
Total	\$12,974.05



2317-114th St.
Lubbock TX 79423

Proprietary and Confidential

Estimate

Date	8/9/2022
Estimate #	CSIQ7807
Project	Milestone Server

Customer Name:

City of Midland
Attn: Tom Carrasco
601 N Loraine
Midland, TX 79701

Job Site Location:

601 N Loraine
Midland, TX 79701

Item	Description	Qty	Rate	Total
	Buyboard Proposal No 655-21 City of Midland Milestone Server expansion. Scope of Work: - Installation of (2) 192TB Husky IVO Camera Servers. - Installation (217) XProtect Professional + Device Licenses. - Installation of (400) Care Plus for XProtect Professional + DL Note: This proposal will bring the total camera licenses for the City of Midland to 400, and will provide one year of Care Plus. After one year, Care Plus will need to be renewed to continue services. Exclusions: - This proposal does not include Briefcam Analytics. This service can be added at a later date if desired. - CSI is not responsible for repair of walls or ceiling damaged during installation. - Any additional work not accounted for in this quote that would require an additional trip onsite, will be accounted for in a change order issued by CSI. - This bid does not include any "active" network			

Subtotal

Sales Tax (8.25%)

Total



2317-114th St.
Lubbock TX 79423

Proprietary and Confidential

Estimate

Date	8/9/2022
Estimate #	CSIQ7807
Project	Milestone Server

Customer Name:

City of Midland
Attn: Tom Carrasco
601 N Loraine
Midland, TX 79701

Job Site Location:

601 N Loraine
Midland, TX 79701

Item	Description	Qty	Rate	Total
	equipment such as servers, switches, and power supplies for network system. - Project items not explicitly listed in this description and material list are considered excluded from this bid. - In the event of significant delay or price increase of material occurring during the performance of the contract through no fault of the Contractor, the contract sum, time of performance, and contract requirements shall be equitably adjusted by change order in accordance with the procedures of the contract documents. A change in price of an item of material shall be considered significant when the price of an item increases 5% percent between the date of this contract and the date of installation.			
HE1800R-192TB	Husky IVO 1800 Rack mount 2U, WS19, 192TB(12x16TB)	2.00	29,750.00	59,500.00
HA-RR-740	PEC Static Rack Rail kit for Husky IVO 1800R	2.00	250.00	500.00
XPPPLUSDL	XProtect Professional+ Device License (DL)	217.00	177.00	38,409.00
YXPPPLUSDL	1 Year Care Plus for XProtect Professional+ DL	400.00	33.00	13,200.00
Labor - Securit...	Camera Server Cable and Wiring Installation	2.00	105.00	210.00
Labor - Securit...	Camera Server Hardware Installation	36.00	105.00	3,780.00
Labor - Securit...	Camera Server Programming and Testing. (Mapping, aiming, and IP addressing)	185.00	105.00	19,425.00

Subtotal

Sales Tax (8.25%)

Total



Estimate

Date	8/9/2022
Estimate #	CSIQ7807
Project	Milestone Server

**City of Midland
Attn: Tom Carrasco
601 N Loraine
Midland, TX 79701**

601 N Loraine
Midland, TX 79701

[illegible]

Subtotal	\$137,124.00
Sales Tax (8.25%)	\$0.00
Total	\$137,124.00

Security License# B20382
TX State Fire Marshal# ACR-2259126
HUB Certificate VID #1752949521400
New Mexico Contractor's License# 385465

6.34
Page 3

August 23, 2022



2317-114th St.
Lubbock TX 79423

Proprietary and Confidential

Estimate

Date	8/10/2022
Estimate #	CSIQ6313.2
Project	Orchard Compound Cameras

Customer Name:

City of Midland
ATTN:Tom Corrasco
601 N Loraine
Midland, TX 79701

Job Site Location:

Item	Description	Qty	Rate	Total
	Buyboard Proposal No. 655-21 City of Midland Orchard Compound Camera Replacement and Additions Scope of Work: Main Building; - Installation of (6) category 6 cables for new cameras. - Demolition of (15) existing cameras. - Installation of (13) directional cameras. - Installation of (5) 360 degree fisheye cameras. - Installation of (2) PTZ cameras. - Installation of (1) 360 degree multisensor camera. Second Building: - Installation of (4) category 6 cables for new cameras. - Demolition of (1) existing cameras. - Installation of (4) directional cameras. Third Building: - Installation of (2) category 6 cables for new cameras. - Demolition of (9) existing cameras. - Installation of (11) directional cameras. Note: This proposal does not include any tower			

Subtotal

Sales Tax (8.25%)

Total



2317-114th St.
Lubbock TX 79423

Proprietary and Confidential

Estimate

Date	8/10/2022
Estimate #	CSIQ6313.2
Project	Orchard Compound Cameras

Customer Name:

City of Midland
ATTN:Tom Corrasco
601 N Lorraine
Midland, TX 79701

Job Site Location:

Item	Description	Qty	Rate	Total
	structures or poles for pole mount cameras. Note: Camera licenses included on proposal CSIQ7807.			

Subtotal

Sales Tax (8.25%)

Total



2317-114th St.
Lubbock TX 79423

Proprietary and Confidential

Estimate

Date	8/10/2022
Estimate #	CSIQ6313.2
Project	Orchard Compound Cameras

Customer Name:

City of Midland
ATTN:Tom Corrasco
601 N Loraine
Midland, TX 79701

Job Site Location:

Item	Description	Qty	Rate	Total
7131800	General Cable GenSPEED 6 Cat6 plenum 1000' Blue 7131800	3.00	348.40	1,045.20
CJ688TGBU	Panduit Mini-Com Module, Category 6, blue	22.00	12.11591	266.55
CBXQ1WH-A	Panduit Mini-Com 1-Port Surface Mount Box With Quick Release Cover and Adhesive, White	4.00	4.525	18.10
CPPL24WBLY	Panduit Mini-Com 24-Port Patch Panel With Labels, Supplied With Six Factory Installed CFFPL4 Type Front Removable Snap-In Faceplates	1.00	43.03	43.03
566-110-003	Quiktron Cat 6 patch cable, 3 ft., blue	11.00	1.61182	17.73
566-110-007	Quiktron Cat 6 patch cable, 7 ft.	11.00	2.27545	25.03
8.0C-H5A-FE-D...	8.0 MP, H5A Fisheye Dome Camera, LightCatcher, Day/Night, WDR, 1.41mm f/2.0, Next-Generation Analytics, Integrated IR	5.00	769.718	3,848.59
20C-H4A-4MH-...	4x 5 MP, WDR, LightCatcher, 2.8mm, Camera Only	1.00	2,127.39	2,127.39
8.0C-H5A-DP1-...	Avigilon 8.0 MP (4K) WDR, LightCatcher, Day/Night, Pendant Dome, 4.9-8mm f/1.8 P-iris lens, Integrated IR, Next-Generation Analytics. Must use with a H4A-MT-Wall1 or H4A-MT-NPTA1.	2.00	1,458.975	2,917.95
3.0C-H4M-D1	Avigilon 3.0 MP, WDR, LightCatcher, Day/Night, Indoor Dome, 2.8mm f/1.2	28.00	369.23893	10,338.69
H4-MT-POLE1	Pole mount adapter for use with H4A-MT-Wall1, H4-BO-JBOX1, H4SL, H4F, H4 PTZ, H4 IR PTZ and H4 Multisensor Cameras.	8.00	91.16875	729.35

Subtotal

Sales Tax (8.25%)

Total



2317-114th St.
Lubbock TX 79423

Proprietary and Confidential

Estimate

Date	8/10/2022
Estimate #	CSIQ6313.2
Project	Orchard Compound Cameras

Customer Name:

City of Midland
ATTN:Tom Corrasco
601 N Loraine
Midland, TX 79701

Job Site Location:

Item	Description	Qty	Rate	Total
H4AMH-AD-IRIL1	Avigilon Optional IR illuminator ring, up to 30m (100ft), for use with H4AMH-DO-COVR1.	1.00	334.30	334.30
H4A-MT-WALL1	Avigilon Wall mount bracket for use with H5A/H4A pendant dome cameras	2.00	60.775	121.55
H4AMH-DO-CO...	Outdoor Dome Cover for H4 Multisensor	1.00	162.08	162.08
H4AMH-AD-PE...	Outdoor pendant mount adapter, must adapter, must order one of IRPTZ-MNT-Wall1 or IRPTZ-MNT-NPTA1 and one of H4AMH-DO-COVR1 or H4AMH-DO-COVR1-SMOKE.	1.00	162.08	162.08
POE-INJ2-60W...	Avigilon Indoor single port Gigabit PoE++ 60W, North American power cord included. May also be used in European Union, Japan, Australia, New Zealand, Mexico, China, South Korea, Russia, Argentina, Saudi Arabia, Kuwait, UAE and Brazil. Temperature range of the PoE injector is -10C to +45C (14 °F to 113 °F). When used with the H4 IR PTZ, the camera will operate in a reduced temperature range from -10 °C to +50 °C (14 °F to 122 °F).	1.00	151.96	151.96
Misc - Hardware	Jhooks, wall penetrations, velcro, and other materials.	1.00	2,925.00	2,925.00
Labor	Labor - Data Cabling	49.00	123.50	6,051.50
Labor - Security	Security Labor and Training	129.00	84.50	10,900.50
Travel	Travel	1.00	3,500.00	3,500.00

INSTALLATION & TESTING will be on a timely basis by qualified technicians. All work will be completed in a professional manner and in accordance with applicable codes and standards.
WARRANTY: CSI warrants the installation of the items furnished in this installation against defects in workmanship for one (1) year from date of acceptance or beneficial use of system. This warranty covers only installation. We schedule normal warranty repairs during normal business hours (8:00 to 5:00 M-F, holidays not included). Repairs required during other than normal working hours or due to misuse or abuse of the system shall be billable out of our standard hourly services rates.
FEES & CANCELLATION: Taxes, shipping, handling, and other fees may apply.
CSI reserves the right to cancel orders (proposals) if errors in pricing and/or project scope arise or if circumstances outside of our control cause pricing and/or SOW issues.

This proposal is valid for 20 days from the proposal date

Security License# B20382
TX State Fire Marshal's License# 2259126
HUB Certificate VID #1752949521400
New Mexico Contractor's License# 385465

6.38
Page 4

August 23, 2022

Subtotal	\$45,686.58
Sales Tax (8.25%)	\$0.00
Total	\$45,686.58



2317-114th St.
Lubbock TX 79423

Proprietary and Confidential

Estimate

Date	8/10/2022
Estimate #	CSIQ7387.1
Project	Shell Water Tower

Customer Name:

City of Midland
Attn: Tom Carassco
601 N Loraine
Midland, TX 79701

Job Site Location:

Shell Water Tower

Item	Description	Qty	Rate	Total
	Buyboard Proposal No. 655-21 CMBL/HUB Vendor ID: 1752949521400 / 51263 City of Midland Shell Water Tower Security, Cameras, and Access Control Scope of Work: Security: - Installation of (1) DMP Panel - Installation of (1) DMP Keypad. - Installation of (1) cellular module for security panel. - Installation of (3) door contacts. - Installation of (1) motion sensors. - Installation of (1) Algo Paging Unit - Installation of (1) single channel amplifier - Installation of (2) horn speakers. Note: Security system has a recurring monthly charge of \$35.19. Cameras: - Installation of (1) 90-degree camera (exterior wall-mount) - Installation of (2) 270-degree camera, (exterior tower mounted), to be installed 20-25ft above ground.			

Subtotal

Sales Tax (8.25%)

Total



2317-114th St.
Lubbock TX 79423

Proprietary and Confidential

Estimate

Date	8/10/2022
Estimate #	CSIQ7387.1
Project	Shell Water Tower

Customer Name:

City of Midland
Attn: Tom Carassco
601 N Loraine
Midland, TX 79701

Job Site Location:

Shell Water Tower

Item	Description	Qty	Rate	Total
	Note: Camera licensing provided on proposal CSIQ7807. Note: Installation of anything greater than 25ft above ground to be installed by City of Midland vendor. CSI will supply cameras and mounting hardware. Access Control: - Licensing for (3) access control doors (including gates). - Installation of (1) 4 door access control enclosure. - Installation of (1) 1502 door controller. - Installation of (1) MR-52 door expander. - Installation of (3) composite cables for access control doors. - Installation of (1) power transfer cable for access control door. - Installation of (1) strike for access control doors. - Installation of (2) strikes for exterior gates. - Fabrication of (1) locking mechanism for double swing gate. - Installation of (2) push to exit button for gate strike. - Installation of (3) door contacts for access			

Subtotal

Sales Tax (8.25%)

Total



2317-114th St.
Lubbock TX 79423

Proprietary and Confidential

Estimate

Date	8/10/2022
Estimate #	CSIQ7387.1
Project	Shell Water Tower

Customer Name:

City of Midland
Attn: Tom Carassco
601 N Loraine
Midland, TX 79701

Job Site Location:

Shell Water Tower

Item	Description	Qty	Rate	Total
	control doors (including gates). - Integration of (3) access control doors to existing ACM server. Note: Access Control for this project will be tied back into City of Midlands existing Avigilon Server. Exclusion: - Any additional work not accounted for in this quote that would require an additional trip onsite, will be accounted for in a change order issued by CSI. - This bid does not include any "active" network equipment such as servers, switches, and power supplies for network system. - Project items not explicitly listed in this description and material list are considered excluded from this bid. - In the event of significant delay or price increase of material occurring during the performance of the contract through no fault of the Contractor, the contract sum, time of performance, and contract requirements shall be equitably adjusted by change order in accordance with the procedures of the contract documents. A change in price of an item of material shall be considered significant when the price of an item increases 5% percent			

Subtotal

Sales Tax (8.25%)

Total



2317-114th St.
Lubbock TX 79423

Proprietary and Confidential

Estimate

Date	8/10/2022
Estimate #	CSIQ7387.1
Project	Shell Water Tower

Customer Name:

City of Midland
Attn: Tom Carassco
601 N Loraine
Midland, TX 79701

Job Site Location:

Shell Water Tower

Item	Description	Qty	Rate	Total
	between the date of this contract and the date of installation			
	Security:			
X150NL-G	DMP X150NL-G Network Panel & Enclosure	1.00	395.85	395.85
PS1250F2	Power-Sonic 12V 5AH SLA BATTERY F2	1.00	16.89	16.89
7872-W	DMP Touch LCD Keypad, 4-zones, Prox, White	1.00	202.67	202.67
263LTE-V/381-2	DMP LTE cellular communicator w/cable, Verizon	1.00	196.69	196.69
SD-70	DMP Door Contact, recessed	3.00	5.72	17.16
CDX-DAM	DMP PIR Motion Detection	1.00	74.10	74.10
Algo 8301	Algo 8301 SIP Paging Adapter & Scheduler	1.00	500.50	500.50
PA40G	Atlas Single Channel, 40-Watt power amplifier with global power supply.	1.00	405.59	405.59
AP-15TC	Horn Speaker with 15-Watt 25V/70V/100V Transformer - Beige	2.00	197.60	395.20
Security Cable...	22/4 plenum cable Panel-IDF (1 per location) Includes Labor	1.00	75.00	75.00
Security Cable...	22/4 plenum cable Keypad-IDF (1 per keypad location) Includes Labor	1.00	150.00	150.00
Security Cable...	22/4 plenum cable Door Contact-IDF (1 per DC location / 1 per pair DC to same double doors) Incl...	3.00	150.00	450.00
Security Cable...	22/6 plenum cable Motion Detector-IDF (1 per location) Includes Labor	1.00	150.00	150.00
Standard Secu...	22/4 plenum cable Output Relay- Algo (1 per location) Includes Labor	1.00	75.00	75.00
18/2 Drop	18/2 Two-Conductor - Commercial Applications, Addressable Systems - 18 AWG, per 100-200ft drop	2.00	85.00	170.00

Subtotal

Sales Tax (8.25%)

Total



2317-114th St.
Lubbock TX 79423

Proprietary and Confidential

Estimate

Date	8/10/2022
Estimate #	CSIQ7387.1
Project	Shell Water Tower

Customer Name:

City of Midland
Attn: Tom Carassco
601 N Loraine
Midland, TX 79701

Job Site Location:

Shell Water Tower

Item	Description	Qty	Rate	Total
Activation - SWD	Southwest Dispatch - Service Activation	1.00	32.50	32.50
SecurCom Acti...	SecurCom wireless Monitoring Activation	1.00	19.00	19.00
Miscellaneous	Hardware necessary for a complete system	1.00	455.00	455.00
Labor - Securit...	Security Hardware Installation	20.00	105.00	2,100.00
Labor - Securit...	Security Programming, Testing and Training	10.00	105.00	1,050.00
Travel	Travel	1.00	1,200.00	1,200.00
Recurring Security Costs:				
SWD Com Basi...	SWD Commercial Basic Security Monitoring	1.00	13.49	13.49
SecurCom Mon...	SecurCom Wireless Monitoring	1.00	21.70	21.70
Cameras				
7131800	General Cable GenSPEED 6 Cat6 plenum 1000' Blue 7131800	0.25	348.40	87.10
CS340 BLK C6...	CommScope Uniprise Solutions CS340 Category 6 U/UTP filled Cable, outdoor direct burial, black j...	0.50	383.18	191.59
MP-88U-R-1	CommScope RJ45 modular connectors	6.00	0.845	5.07
0E-19VGHDMI2	W Box Technologies 19" LED MONITOR W/ VGA HDMI	1.00	181.99	181.99
2.0C-H5A-DO1...	Avigilon 2.0 MP (1080p) WDR, LightCatcher, Day/Night, Outdoor Dome, 3.3-9mm f/1.3 P-iris lens, Integrated IR, Next-Generation Analytics	1.00	1,113.23	1,113.23
9C-H4A-3MH-2...	Avigilon 3x 3 MP, WDR, LightCatcher, 2.8mm, Camera Only	2.00	1,557.645	3,115.29

Subtotal

Sales Tax (8.25%)

Total



2317-114th St.
Lubbock TX 79423

Proprietary and Confidential

Estimate

Date	8/10/2022
Estimate #	CSIQ7387.1
Project	Shell Water Tower

Customer Name:

City of Midland
Attn: Tom Carassco
601 N Loraine
Midland, TX 79701

Job Site Location:

Shell Water Tower

Item	Description	Qty	Rate	Total
H4AMH-AD-PE...	Outdoor pendant mount adapter, must adapter, must order one of IRPTZ-MNT-Wall1 or IRPTZ-MNT-NPTA1 and one of H4AMH-DO-COVR1 or H4AMH-DO-COVR1-SMOKE.	2.00	150.50	301.00
H4AMH-DO-CO...	Outdoor Dome Cover for H4 Multisensor	2.00	150.50	301.00
IRPTZ-MNT-W...	Pendant wVideo mount adapter. For use with H4 IR PTZ or H4A-MH-AD-PEND1 on H4 Multisensor.	2.00	89.36	178.72
H4AMH-AD-IRIL1	Avigilon Optional IR illuminator ring, up to 30m (100ft), for use with H4AMH-DO-COVR1.	2.00	310.415	620.83
H4-MT-CRNR1	Avigilon Corner mount adapter for use with H4A-MT-Wall1, H4-BO-JBOX1, H4SL, H4F, H4 PTZ, H4 IR PTZ and H4 Multisensor cameras.	2.00	84.67	169.34
H4-MT-POLE1	Pole mount adapter for use with H4A-MT-Wall1, H4-BO-JBOX1, H4SL, H4F, H4 PTZ, H4 IR PTZ and H4 Multisensor Cameras.	2.00	84.67	169.34
Miscellaneous	Hardware necessary for a complete system	1.00	3,250.00	3,250.00
Labor - Securit...	Camera Cable and Wiring Installation	6.00	105.00	630.00
Labor - Securit...	Camera Hardware Installation	24.00	105.00	2,520.00
Labor - Securit...	Camera Programming, Testing and Training	10.00	105.00	1,050.00
Travel	Travel	1.00	1,600.00	1,600.00
AC-SW-LIC-16...	Access Control Additional 16 Doors Expansion Software License for Avigilon Access Control Manager Professional, Enterprise, Enterprise Plus & Virtual	1.00	662.73	662.73

Subtotal

Sales Tax (8.25%)

Total



2317-114th St.
Lubbock TX 79423

Proprietary and Confidential

Estimate

Date	8/10/2022
Estimate #	CSIQ7387.1
Project	Shell Water Tower

Customer Name:

City of Midland
Attn: Tom Carassco
601 N Loraine
Midland, TX 79701

Job Site Location:

Shell Water Tower

Item	Description	Qty	Rate	Total
AC-LSP-8DR-M...	Avigilon Eight Door Mercury Integrated Power System Enclosure	1.00	705.51	705.51
Power-Sonic P...	Sonic PS-1270 F1 Battery - 12V 7Ah SLA	1.00	38.99	38.99
AC-MER-CONT...	Avigilon LP-1502 Intelligent Controller; Linux Based with 2 doors; 8 inputs and 4 outputs;	1.00	994.42	994.42
AC-MER-CON-...	Avigilon MR52 Series 3 Two-Reader Interface Module: mag or wiegand; 8 inputs; 6 relays	1.00	547.59	547.59
AC-HID-READ...	Avigilon Signo20K, Mullion w/Keypad, Seos Profile , OSDP/Wiegand, Terminal, Mobile Ready, BLE	3.00	348.05	1,044.15
CM-PT14	Camden CM-PT14 Heavy Duty Power Transfer Cable with Aluminum End Caps	1.00	39.00	39.00
9400-630	HES 9400-630 9400 Series Slim-Line, Outdoor Rated Surface Mounted Electric Strike, Satin Stainless Steel	1.00	388.69	388.69
GL1-FS	Securitron GL1-FS GL1 Series Gate Lock, 12/24VDC, Standard Fail Safe	1.00	330.19	330.19
Composite Ca...	Access control composite cable plenum rated.	1.50	631.79333	947.69
Miscellaneous	Hardware necessary for a complete system	1.00	1,950.00	1,950.00
Labor - Securit...	Access Control Cable and Wiring Installation	6.00	105.00	630.00
Labor - Securit...	Access Control Hardware Installation	30.00	105.00	3,150.00
Labor - Securit...	Access Control Programming, Testing and Training	8.00	105.00	840.00
Travel	Travel	1.00	2,500.00	2,500.00
Contingency	Contingency - To cover conduit, fabrication, and labor for double swing gate latch.	1.00	2,000.00	2,000.00

INSTALLATION & TESTING will be on a timely basis by qualified technicians. All work will be completed in a professional manner and in accordance with applicable codes and standards.
WARRANTY: CSI warrants the installation of the items furnished in this installation against defects in workmanship for one (1) year from date of acceptance or beneficial use of system. This warranty covers only installation. We schedule normal warranty repairs during normal business hours (8:00 to 5:00 M-F, holidays not included). Repairs required during other than normal working hours or due to misuse or abuse of the system shall be billable out of our standard hourly services rates.
FEES & CANCELLATION: Taxes, shipping, handling, and other fees may apply.
CSI reserves the right to cancel orders (proposals) if errors in pricing and/or project scope arise or if circumstances outside of our control cause pricing and/or SOW issues.

This proposal is valid for 20 days from the proposal date

Security License# B20382
TX State Fire Marshal's License# 2259126
HUB Certificate VID #1752949521400
New Mexico Contractor's License# 385465

PACKET

6.45

Page 7

August 23, 2022

Subtotal	\$40,419.80
Sales Tax (8.25%)	\$0.00
Total	\$40,419.80



2317-114th St.
Lubbock TX 79423

Proprietary and Confidential

Estimate

Date	8/10/2022
Estimate #	CSIQ7379.1
Project	Station 4 Cell Tower

Customer Name:

City of Midland
Attn: Tom Corassco
601 N Loraine
Midland, TX 79701

Job Site Location:

Station 4 Tower

Item	Description	Qty	Rate	Total
	Buyboard Proposal No. 655-21 CMBL/HUB Vendor ID: 1752949521400 / 51263 City of Midland Station 4 Cell Tower Security, Cameras, and Access Control Scope of Work: Security: - Installation of (1) DMP Panel - Installation of (1) DMP Keypad. - Installation of (1) cellular module for security panel. - Installation of (3) door contacts. - Installation of (1) motion sensors. - Installation of (1) Algo Paging Unit - Installation of (1) single channel amplifier - Installation of (2) horn speakers. Note: Security system has a recurring monthly charge of \$35.19 Cameras: - Installation of (1) 90-degree camera (exterior wall-mount) - Installation of (2) 270-degree camera, (exterior tower mounted), to be installed 20-25ft above ground.			

Subtotal

Sales Tax (8.25%)

Total



2317-114th St.
Lubbock TX 79423

Proprietary and Confidential

Estimate

Date	8/10/2022
Estimate #	CSIQ7379.1
Project	Station 4 Cell Tower

Customer Name:

City of Midland
Attn: Tom Corassco
601 N Loraine
Midland, TX 79701

Job Site Location:

Station 4 Tower

Item	Description	Qty	Rate	Total
	Note: Camera licensing provided on proposal CSIQ7807. Note: Installation of anything greater than 25ft above ground to be installed by City of Midland vendor. CSI will supply cameras and mounting hardware. Access Control: - Licensing for (3) access control doors (including gates). - Installation of (1) 4 door access control enclosure. - Installation of (1) 1502 door controller. - Installation of (1) MR-52 door expander. - Installation of (3) composite cables for access control doors. - Installation of (1) power transfer cable for access control door. - Installation of (1) strike for access control doors. - Installation of (2) strikes for exterior gates. - Fabrication of (1) locking mechanism for double swing gate. - Installation of (2) push to exit button for gate strike. - Installation of (3) door contacts for access control doors (including gates). - Integration of (3) access control doors to existing ACM server.			

Subtotal

Sales Tax (8.25%)

Total



2317-114th St.
Lubbock TX 79423

Proprietary and Confidential

Estimate

Date	8/10/2022
Estimate #	CSIQ7379.1
Project	Station 4 Cell Tower

Customer Name:

City of Midland
Attn: Tom Corassco
601 N Loraine
Midland, TX 79701

Job Site Location:

Station 4 Tower

Item	Description	Qty	Rate	Total
	Note: Access Control for this project will be tied back into City of Midland's exiting Avigilon Server. Exclusion: - Any additional work not accounted for in this quote that would require an additional trip onsite, will be accounted for in a change order issued by CSI. - This bid does not include any "active" network equipment such as servers, switches, and power supplies for network system. - Project items not explicitly listed in this description and material list are considered excluded from this bid. - In the event of significant delay or price increase of material occurring during the performance of the contract through no fault of the Contractor, the contract sum, time of performance, and contract requirements shall be equitably adjusted by change order in accordance with the procedures of the contract documents. A change in price of an item of material shall be considered significant when the price of an item increases 5% percent between the date of this contract and the date of installation.			
	Security:			

Subtotal

Sales Tax (8.25%)

Total



2317-114th St.
Lubbock TX 79423

Proprietary and Confidential

Estimate

Date	8/10/2022
Estimate #	CSIQ7379.1
Project	Station 4 Cell Tower

Customer Name:

City of Midland
Attn: Tom Corassco
601 N Loraine
Midland, TX 79701

Job Site Location:

Station 4 Tower

Item	Description	Qty	Rate	Total
X150NL-G	DMP X150NL-G Network Panel & Enclosure	1.00	395.85	395.85
PS1250F2	Power-Sonic 12V 5AH SLA BATTERY F2	1.00	16.89	16.89
7872-W	DMP Touch LCD Keypad, 4-zones, Prox, White	1.00	202.67	202.67
263LTE-V/381-2	DMP LTE cellular communicator w/cable, Verizon	1.00	196.69	196.69
SD-70	DMP Door Contact, recessed	3.00	5.72	17.16
CDX-DAM	DMP PIR Motion Detection	1.00	74.10	74.10
Algo 8301	Algo 8301 SIP Paging Adapter & Scheduler	1.00	500.50	500.50
PA40G	Atlas Single Channel, 40-Watt power amplifier with global power supply.	1.00	405.59	405.59
AP-15TC	Horn Speaker with 15-Watt 25V/70V/100V Transformer - Beige	2.00	197.60	395.20
Security Cable...	22/4 plenum cable Panel-IDF (1 per location) Includes Labor	1.00	75.00	75.00
Security Cable...	22/4 plenum cable Keypad-IDF (1 per keypad location) Includes Labor	1.00	150.00	150.00
Security Cable...	22/4 plenum cable Door Contact-IDF (1 per DC location / 1 per pair DC to same double doors) Incl...	3.00	150.00	450.00
Security Cable...	22/6 plenum cable Motion Detector-IDF (1 per location) Includes Labor	1.00	150.00	150.00
Standard Secu...	22/4 plenum cable Output Relay- Algo (1 per location) Includes Labor	1.00	75.00	75.00
18/2 Drop	18/2 Two-Conductor - Commercial Applications, Addressable Systems - 18 AWG, per 100-200ft drop	2.00	85.00	170.00
Activation - SWD	Southwest Dispatch - Service Activation	1.00	32.50	32.50
SecurCom Acti...	SecurCom wireless Monitoring Activation	1.00	19.00	19.00
Miscellaneous	Hardware necessary for a complete system	1.00	455.00	455.00
Labor - Securit...	Security Hardware Installation	20.00	105.00	2,100.00

Subtotal

Sales Tax (8.25%)

Total



2317-114th St.
Lubbock TX 79423

Proprietary and Confidential

Estimate

Date	8/10/2022
Estimate #	CSIQ7379.1
Project	Station 4 Cell Tower

Customer Name:

City of Midland
Attn: Tom Corassco
601 N Loraine
Midland, TX 79701

Job Site Location:

Station 4 Tower

Item	Description	Qty	Rate	Total
Labor - Securit...	Security Programming, Testing and Training	10.00	105.00	1,050.00
Travel	Travel	1.00	1,200.00	1,200.00
	Recurring Security Costs:			
SWD Com Basi...	SWD Commercial Basic Security Monitoring	1.00	13.49	13.49
SecurCom Mon...	SecurComm Wireless Monitoring	1.00	21.70	21.70
	Cameras			
7131800	General Cable GenSPEED 6 Cat6 plenum 1000' Blue 7131800	0.25	348.40	87.10
CS340 BLK C6...	CommScope Uniprise Solutions CS340 Category 6 U/UTP filled Cable, outdoor direct burial, black j...	0.50	383.18	191.59
MP-88U-R-1	CommScope RJ45 modular connectors	6.00	0.845	5.07
0E-19VGHDIM2	W Box Technologies 19" LED MONITOR W/ VGA HDMI	1.00	181.99	181.99
2.0C-H5A-DO1...	Avigilon 2.0 MP (1080p) WDR, LightCatcher, Day/Night, Outdoor Dome, 3.3-9mm f/1.3 P-iris lens, Integrated IR, Next-Generation Analytics	1.00	1,113.23	1,113.23
9C-H4A-3MH-2...	Avigilon 3x 3 MP, WDR, LightCatcher, 2.8mm, Camera Only	2.00	1,557.645	3,115.29
H4AMH-AD-PE...	Outdoor pendant mount adapter, must adapter, must order one of IRPTZ-MNT-Wall1 or IRPTZ-MNT-NPTA1 and one of H4AMH-DO-COVR1 or H4AMH-DO-COVR1-SMOKE.	2.00	150.50	301.00
H4AMH-DO-CO...	Outdoor Dome Cover for H4 Multisensor	2.00	150.50	301.00

Subtotal

Sales Tax (8.25%)

Total



2317-114th St.
Lubbock TX 79423

Proprietary and Confidential

Estimate

Date	8/10/2022
Estimate #	CSIQ7379.1
Project	Station 4 Cell Tower

Customer Name:

City of Midland
Attn: Tom Corassco
601 N Loraine
Midland, TX 79701

Job Site Location:

Station 4 Tower

Item	Description	Qty	Rate	Total
IRPTZ-MNT-W...	Pendant wVideo mount adapter. For use with H4 IR PTZ or H4A-MH-AD-PEND1 on H4 Multisensor.	2.00	89.36	178.72
H4AMH-AD-IRIL1	Avigilon Optional IR illuminator ring, up to 30m (100ft), for use with H4AMH-DO-COVR1.	2.00	310.415	620.83
H4-MT-CRNR1	Avigilon Corner mount adapter for use with H4A-MT-Wall1, H4-BO-JBOX1, H4SL, H4F, H4 PTZ, H4 IR PTZ and H4 Multisensor cameras.	2.00	84.67	169.34
H4-MT-POLE1	Pole mount adapter for use with H4A-MT-Wall1, H4-BO-JBOX1, H4SL, H4F, H4 PTZ, H4 IR PTZ and H4 Multisensor Cameras.	2.00	84.67	169.34
Miscellaneous	Hardware necessary for a complete system	1.00	3,250.00	3,250.00
Labor - Securit...	Camera Cable and Wiring Installation	6.00	105.00	630.00
Labor - Securit...	Camera Hardware Installation	24.00	105.00	2,520.00
Labor - Securit...	Camera Programming, Testing and Training	10.00	105.00	1,050.00
Travel	Travel	1.00	1,600.00	1,600.00
Access Control				
AC-SW-LIC-16...	Additional 16 Doors Expansion Software License for Avigilon Access Control Manager Professional, Enterprise, Enterprise Plus & Virtual	1.00	662.73	662.73
AC-LSP-8DR-M...	Avigilon Eight Door Mercury Integrated Power System Enclosure	1.00	705.51	705.51
Power-Sonic P...	Sonic PS-1270 F1 Battery - 12V 7Ah SLA	1.00	38.99	38.99
AC-MER-CONT...	Avigilon LP-1502 Intelligent Controller; Linux Based with 2 doors; 8 inputs and 4 outputs;	1.00	994.42	994.42

Subtotal

Sales Tax (8.25%)

Total



Estimate

Date	8/10/2022
Estimate #	CSIQ7379.1
Project	Station 4 Cell Tower

**City of Midland
Attn: Tom Corassco
601 N Loraine
Midland, TX 79701**

Station 4 Tower

Item	Description	Qty	Rate	Total
AC-MER-CON-...	Avigilon MR52 Series 3 Two-Reader Interface Module: mag or wiegand; 8 inputs; 6 relays	1.00	547.59	547.59
AC-HID-READ...	Avigilon Signo20K, Mullion w/Keypad, Seos Profile , OSDP/Wiegand, Terminal, Mobile Ready, BLE	3.00	348.05	1,044.15
CM-PT14	Camden CM-PT14 Heavy Duty Power Transfer Cable with Aluminum End Caps	1.00	39.00	39.00
9400-630	HES 9400-630 9400 Series Slim-Line, Outdoor Rated Surface Mounted Electric Strike, Satin Stainless Steel	1.00	388.69	388.69
GL1-FS	Securitron GL1-FS GL1 Series Gate Lock, 12/24VDC, Standard Fail Safe	1.00	330.19	330.19
Composite Ca...	Access control composite cable plenum rated.	1.50	631.79333	947.69
Miscellaneous	Hardware necessary for a complete system	1.00	1,950.00	1,950.00
Labor - Securit...	Access Control Cable and Wiring Installation	6.00	105.00	630.00
Labor - Securit...	Access Control Hardware Installation	30.00	105.00	3,150.00
Labor - Securit...	Access Control Programming, Testing and Training	8.00	105.00	840.00
Travel	Travel	1.00	2,500.00	2,500.00
Contingency	Contingency - To cover conduit, fabrication, and labor for double swing gate latch.	1.00	2,000.00	2,000.00

INSTALLATION & TESTING will be on a timely basis by qualified technicians. All work will be completed in a professional manner and in accordance with applicable codes and standards.

WARRANTY: CSI warrants the installation of the items furnished in this installation against defects in workmanship for one (1) year from date of acceptance or beneficial use of system. This warranty covers only installation. We schedule normal warranty repairs during normal business hours (8:00 to 5:00 M-F, holidays not included). Repairs required during other than normal working hours or due to misuse or abuse of the system shall be billable out of our standard hourly services rates.

FEES & CANCELLATION: Taxes, shipping, handling, and other fees may apply.

CSI reserves the right to cancel orders (proposals) if errors in pricing and/or project scope arise or if circumstances outside of our control cause pricing and/or SOW issues.

Subtotal	\$40,419.80
Sales Tax (8.25%)	\$0.00
Total	\$40,419.80

This proposal is valid for 20 days from the proposal date

Security License# B20382
TX State Fire Marshal# ACR2259126
HUB Certificate VID #1752949521400
New Mexico Contractor's License# 385465

6.52
Page 7

August 23, 2022



2317-114th St.
Lubbock TX 79423

Proprietary and Confidential

Estimate

Date	8/11/2022
Estimate #	CSIQ7824
Project	Contract Bond

Customer Name:

City of Midland
601 N Loraine
Midland, TX 79701

Job Site Location:

Item	Description	Qty	Rate	Total
	Bond for the following contracts: 22003867 22003868 22003871 22004039			
Misc - Hardware	Contract Bonding	1.00	7,040.30	7,040.30

INSTALLATION & TESTING will be on a timely basis by qualified technicians. All work will be completed in a professional manner and in accordance with applicable codes and standards.
WARRANTY: CSI warrants the installation of the items furnished in this installation against defects in workmanship for one (1) year from date of acceptance or beneficial use of system. This warranty covers only installation. We schedule normal warranty repairs during normal business hours (8:00 to 5:00 M-F, holidays not included). Repairs required during other than normal working hours or due to misuse or abuse of the system shall be billable out of our standard hourly services rates.
FEES & CANCELLATION: Taxes, shipping, handling, and other fees may apply.
CSI reserves the right to cancel orders (proposals) if errors in pricing and/or project scope arise or if circumstances outside of our control cause pricing and/or SOW issues.

This proposal is valid for 20 days from the proposal date

Security License# B20382
TX State Fire Marshal's License# 2259126
HUB Certificate VID #1752949521400
New Mexico Contractor's License# 385465

PACKET

6.53

August 23, 2022

Subtotal	\$7,040.30
Sales Tax (8.25%)	\$0.00
Total	\$7,040.30

EXHIBIT C

Bonding Requirements

The successful bidder shall be required to furnish a Performance & Payment Bond* for bids in excess of \$50,000.00, in an amount equal to one hundred percent (100%) of the total contract price, such bond to be executed in five (5) original counterparts by a Corporate Surety authorized to do business in the State of Texas and acceptable to the City of Midland. All bonds must be executed on forms contained in these contract documents. The form of agreement which the successful bidder, as contractor, will be required to execute is also included herewith. The form of agreement and the form of the bonds should be carefully examined by the bidder.

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

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

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT

_____ of the City of

_____ of the County of _____ and State of Texas

as Principal, and _____, as Surety, are held and

firmly bound unto the City of Midland, Texas, as Oblige, in the amount of

_____ DOLLARS

(\$ _____) for the payment whereof the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

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

Principal

Surety

By _____

By _____

Address _____

Address _____

APPROVED AS TO FORM:

City Attorney

NOTE: Attach Power of Attorney

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

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

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

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

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

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

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

Principal

Surety

By _____

By _____

Address _____

Address _____

APPROVED AS TO FORM:

City Attorney

NOTE: Attach Power of Attorney

EXHIBIT D – BUILDING WAGE RATES rev 01-01-21

General Decision Number: TX20210261 01/01/2021

Superseded General Decision Number: TX20200261

State: Texas

Construction Type: Building

County: Midland County in Texas.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 01/01/2021

BOIL0074-003 01/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 28.00	22.35

ENGI0178-005 06/01/2020

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

* IRON0084-011 06/01/2020

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 25.26	7.13

* PLUM0404-001 09/01/2020

	Rates	Fringes
PLUMBER.....	\$ 26.05	8.81

SUTX2014-037 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER.....	\$ 13.82	0.00
CEMENT MASON/CONCRETE FINISHER....	\$ 13.76	0.00
ELECTRICIAN.....	\$ 23.18	6.31
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)....		
	\$ 19.77	7.13
IRONWORKER, REINFORCING.....	\$ 12.27	0.00

PACKET

6.60

August 23, 2022

IRONWORKER, STRUCTURAL.....	\$ 22.16	5.26
LABORER: Common or General.....	\$ 11.80	0.00
LABORER: Mason Tender - Brick.....	\$ 11.38	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.58	0.00
LABORER: Pipelayer.....	\$ 12.49	2.13
LABORER: Roof Tearoff.....	\$ 11.28	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.25	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 16.22	0.34
OPERATOR: Forklift.....	\$ 14.83	0.00
OPERATOR: Grader/Blade.....	\$ 13.37	0.00
OPERATOR: Loader.....	\$ 13.55	0.94
OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03	0.00
OPERATOR: Roller.....	\$ 12.70	0.00
PAINTER (Brush, Roller, and Spray).....	\$ 15.00	0.73
PIPEFITTER.....	\$ 25.80	8.55
ROOFER.....	\$ 14.75	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 22.73	7.52
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 19.50	0.00

TILE FINISHER.....	\$ 11.22	0.00
TILE SETTER.....	\$ 14.74	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00	4.11

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

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts. Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).



City Council Meeting

Item Number: 7
Meeting Date: August 23, 2022
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PARKHILL, SMITH & COOPER, INC., D/B/A PARKHILL FOR SURVEY, DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR PHASE II OF NEW WATER AND WASTEWATER UTILITIES ALONG BRIARWOOD AVENUE BETWEEN GOLDEN GATE AVENUE AND STATE HIGHWAY 158 FOR A COST OF \$115,000.00; AND APPROPRIATING FUNDS (DISTRICT 4) (GENERAL SERVICES)

Purpose:

Resolution authorizing the execution of a professional services agreement with Parkhill, Smith & Cooper, Inc dba Parkhill, for the survey, design, and construction administration services for new water and wastewater utilities along Briarwood Avenue between Golden Gate Ave and SH 158, Phase II.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Utilities Fund operating budget and will be transferred and appropriated to a project for said purpose.

Discussion:

Resolution 2020-091 approved the selection of engineering firms for on-call engineering services for the Utilities Department. Parkhill, Smith & Cooper, Inc. DBA Parkhill, an on-call engineer was selected to perform the task. The project continues the survey, design and construction administration services for new water and wastewater utilities along Briarwood Avenue between

Golden Gate Ave and SH 158, Phase II. Please see the attached memo from Carl Craig, Utilities Director, for more information.

Therefore, please consider a resolution authorizing the execution of a professional services agreement for survey, design and construction administration services for new water and wastewater utilities along Briarwood Avenue between Golden Gate Ave and SH 158, Phase II, for the On-Call Engineering support services with Parkhill, Smith & Cooper, Inc. DBA Parkhill, of Midland, Texas for a not to exceed amount of \$115,000.00.

Jina Gang

City Manager's Office

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
PARKHILL, SMITH & COOPER, INC., D/B/A
PARKHILL FOR SURVEY, DESIGN AND
CONSTRUCTION ADMINISTRATION SERVICES FOR
PHASE II OF NEW WATER AND WASTEWATER
UTILITIES ALONG BRIARWOOD AVENUE BETWEEN
GOLDEN GATE AVENUE AND STATE HIGHWAY 158
FOR A COST OF \$115,000.00; AND APPROPRIATING
FUNDS**

WHEREAS, the Utilities Department has selected Parkhill, Smith & Cooper, Inc., d/b/a Parkhill (“Parkhill”), to provide survey, design and construction administration services for Phase II of new water and wastewater utilities along Briarwood Avenue between Golden Gate Avenue and State Highway 158; and

WHEREAS, Parkhill has agreed to perform said professional services at a cost of \$115,000.00; and

WHEREAS, the City Council finds that Parkhill is qualified to perform said professional services; and

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

WHEREAS, the City Council finds that Parkhill provides professional services for a fair and reasonable price; and

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

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized

and directed to execute and attest, respectively, on behalf of the City of Midland, a
PACKET 7.3 August 23, 2022

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

SECTION TWO. That funds are available in the Utilities Fund operating budget and will be transferred and appropriated to a project for said purpose.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Parkhill from funds available in a project for said purpose 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., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Regina Stephenson, General Services Director

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

PROFESSIONAL SERVICES AGREEMENT

#22004219

THIS AGREEMENT is made and effective the 24th day of August 2022, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, PARKHILL, SMITH & COOPER, INC., DBA, PARKHILL hereinafter referred to as "COMPANY."

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform survey, design and construction administration services for new water and wastewater utilities along Briarwood Avenue between Golden Gate Ave and SH 158, Phase II.

ARTICLE II. SERVICES TO BE PERFORMED

1. COMPANY shall provide those services described in Exhibit "A".
2. COMPANY shall perform the services described in Exhibit "A" (1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform the services described in Exhibit "A".

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY in an amount not to exceed \$115,000 for the professional services described in Exhibit "A." CITY agrees to pay COMPANY according to the schedule set forth in Exhibit "A", which is attached hereto and incorporated herein for all purposes, upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in Exhibit "A" incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 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 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event shall pay every portion of the invoice

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

ARTICLE IV. TERM

The term of this Agreement shall be from the 24 day of August, 2022 until the 23 day of August, 2023, unless the project is completed sooner or the Agreement is terminated as provided below. Thereafter, this agreement may be renewed for up to two (2) additional terms of one (1) year each, upon the CITY providing notice of intent to renew to the COMPANY not less than 30 days prior to the expiration of this contract.

ARTICLE V. TERMINATION AT WILL

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

ARTICLE VI. ASSIGNMENT

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

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

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

ARTICLE VIII. INDEPENDENT CONTRACTOR

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

ARTICLE IX. INSURANCE

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

Commercial General Liability (including Contractual liability):

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

-Property Damage: \$500,000.00 per occurrence

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

Workers' Compensation: Statutory limits

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

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This insurance shall name CITY

as an additional insured and waive subrogation in favor of CITY.

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

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

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

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

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

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

ARTICLE X. ATTORNEY FEES

**BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO WAIVE AND DOES
PACKET**

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

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE 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 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.

ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this agreement CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

ARTICLE XII. NO THIRD PARTY BENEFICIARIES

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

ARTICLE XIII. RELEASE

NOTWITHSTANDING ANY OTHER PROVISIONS, COMPANY 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 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.

ARTICLE XIV. GENERAL PROVISIONS

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

B. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

C. Notice. Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail shall be complete

upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service addressed as follows:

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

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

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

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

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

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

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

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

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this

Agreement, COMPANY or 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 fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except 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 reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

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

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

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

- COMPANY does not boycott Israel and will not boycott Israel during the term of this Agreement;
- COMPANY does not boycott energy companies and will not boycott energy companies during the term of this Agreement; and
- COMPANY does not have a practice, policy, guidance, or directive that

discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against any firearm entity or firearm trade association.

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

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

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

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

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

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

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, City Manager

ATTEST

Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

John Ohnemiller, City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2021 personally appeared, _____, an officer of Parkhill, Smith & Cooper, Inc. dba Parkhill, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

Notary Public, State of Texas

PACKET

August 23, 2022

July 12, 2022

Mr. Carl Craigo, PE
Utilities Director
City of Midland
300 North Loraine, 5th Floor
Midland, TX 79701

RE: Proposal for Professional Services
Briarwood Utility Extension – Golden Gate to SH-158 (Phase II)
Midland, Texas

Dear Mr. Craigo:

Parkhill is pleased to have the opportunity to provide this proposal for Engineering services, survey, and construction administration to the City of Midland for the referenced Project.

SCOPE OF SERVICES

The project generally includes both new water and wastewater infrastructure spanning from Golden Gate to SH-158 along Briarwood Avenue. All improvements shall be within the existing limits previously described by City and County/State right-of-ways.

The attached Exhibit A provides a fee schedule and Parkhill's current hourly rates to be used in performing these tasks.

Special services specifically excluded from our Scope include, but are not limited to, the following:

- Geotechnical Reports
- Third-Party Independent Construction Inspection Services
- Construction Material Testing
- Construction Observation Services (RPR)
- Preparation of Construction Documents for more than one bid package
- Phased Construction
- Fast-track Construction
- Entitlement Services
- Archeological Investigation/Survey
- Bond Counsel/Financial Advisor
- Static and Residual Flow Testing
- Easement Negotiation and Acquisition

Any required services shall be authorized in writing by Owner. Basis of payment is to be determined at the time of authorization. The following are examples and are not intended to be all-inclusive of types of special services which may be required.

DELIVERABLES

The following items have been identified as necessary components for delivery of a complete and effective project. Parkhill will perform a reinvestigation of the site characteristics, develop new survey components and topographical files, along with the development of sealed plan and specification documents required for construction bidding. Bid phase services and construction administration shall also be encompassed within this agreement.

TASK 1 – ENGINEERING DESIGN AND BASIC SERVICES:

- Preliminary Analysis and Investigation:
 - Scope development and contract execution.
 - Site investigation and review previously prepared plan sets.
 - GIS Incorporation and verification.
 - As-Built utility evaluation.
 - Coordination with subconsultants, as required.
- Final Design and City Compliance:
 - 30% design documents (Plans and Specifications)/QA/QC review.
 - City review and comment period.
 - Erosion Control Plan, as applicable.
 - 90% design documents (Plans and Specifications)/QA/QC review.
 - City review and comment period.
 - TCEQ plan submittal form.
 - Internal constructability review.
 - Finalize bid documents w/ OPCC.
- Bidding and Contract Award:
 - Develop and publish project advertisement.
 - Furnish bid documents to perspective contractors.
 - Schedule and attend pre-bid conference.
 - Prepare and issue addenda, as applicable.
 - Schedule and attend bid opening.
 - Proposal evaluation and recommendation.
- Construction Administration:
 - Schedule and attend pre-construction conference.
 - Submittal review and approval.
 - Facilitate monthly construction progress meetings.
 - Preparation of change orders, as applicable.
 - Prepare applications for payment.
 - Conformed to Construction document submittal.

Task 2 – Survey and Topographical Documents:

- Capture new topographic and boundary survey along project limits.
- Derive same control, as applicable, to existing City system.
- Establish new control monuments and benchmarks throughout project limits.
- Coordinate and capture SUE investigation, as applicable.

Task 3 – Construction Staking:

- Mark Project sites as required by various construction entities.
- Mark observable utilities, as applicable.
- Reference control monuments and benchmarks, as applicable.

OWNER'S SERVICES

Coordination of site visits at appropriate times throughout the Project.
Coordination with local property owners and additional easement acquisition.
Design documents review at 30% and 90%.
Facilitate meeting site for project related conferences.
Process engineering and construction pay-application requests.

SCHEDULE

Engineering design and basic services, including survey, will initiate after notification from Owner and conclude no later than 180 business days from commencement date.

COMPENSATION

Our fee for the Scope of Services described above will be based on an hourly rate/reimbursable basis. We estimate this to be approximately **\$115,000.00**. Owner shall deliver compensation in accordance with the fee summary below and enclosed in Exhibit A. Invoices shall be submitted monthly by Engineer, in a format acceptable to Owner, based upon the percentage of work completed to date. Engineer shall not exceed the stated fee by more than 10% without prior written consent from Owner.

Task 1 - Engineering Design and Basic Services	
▪ Preliminary Analysis and Investigation.....	\$7,000
▪ Final Design and City Compliance.....	\$50,000
▪ Bidding and Contract Award.....	\$15,000
▪ Construction Administration.....	\$25,000
Task 2 - Survey and Topographical Documents.....	\$15,000
Task 3 - Construction Staking.....	\$3,000

We appreciate the opportunity to provide professional services to you and look forward to the successful completion of your Project. If you have any questions, please do not hesitate to contact me at 817.633.0434, or by email at rkennerly@parkhill.com

Sincerely,

PARKHILL

By 
Ryan Kennerly, PE, DBIA
Principal

RK/kg
Enclosures

\\Data1\Projects3\2020\2879.20\00_ADMIN\04_CORRES\Phase2-Proposal_072022\00_Working-Docs\Parkhill-CityOfMidland_Briarwood.PhaseII-Proposal_071222.docx

Parkhill

Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date: 6/22/2022 - Exhibit A

Prepared By: RSK

Principal: RSK

Project Manager: KK

Project Name: Briarwood Utility Improv Phase II

Project Number: TBD

Task/Discipline: DBC

Projected Start Date: TBD

Fee (Revenue) Type: Hourly Rate w/Max

Markup on Direct Expenses:

Markup on Reimbursables: 15.00%

Fee Costs Summary

(Profit and Markup Included in Total Fee)

Labor Cost: \$113,917

Direct Consultants:

Direct Expenses:

Reimbursable Consultants:

Reimbursable Expenses: \$942

Total Fee: \$115,000

Fee Summary

(OH and Profit in Labor, Markup included in Directs and Reimbursables)

\$113,917

Directs:

Subtotal: \$113,917

Reimbursables: \$1,083

Total Fee: \$115,000

Labor Costs			Project:		Briarwood Utility Improv Phase II			Project Number: TBD			Task/Discipline: DBC			Current Fee:			\$115,000				
Category			1		2		3		4		5		6		7		8				
			CivilEngineers		CivilEngineers		CivilEngineers		CivilEngineers		SupportEmployees		SupportEmployees								
			Sector Director Civil-PL7		Senior Project Manager Civil-PL6		Civil Project Manager-PL5		Civil Engineer-PL3		CADD-SS5		Support Staff-SS6								
			\$356.00		\$298.00		\$277.00		\$197.00		\$129.00		\$129.00								
Resource (Employee) Name (Blank if not known)			AZE/KK		RSK/SW		KK		DWP		JV		KG								
Task/Discipline			Subtask/Phase		Trips		Hours		Hours		Hours		Hours		Hours		Hours		Total		
Preliminary Analysis and Investigation																					
Scope Development and Contract Execution					1		2						4						7		
Site Investigation and Review			1				2		5		4		5						16		
GIS Incorporation and Verification							2				4				2				8		
As-Built Utility Evaluation							2				4								6		
Coordination with Subconsultants			1				2				4				2				8		
Final Design and City Compliance																					
30% Design Documents (Plans/Specs) QA/QC					1		4		12				24		24		8		73		
City Review and Comment Period			1				4		6				6		6				16		
Erosion Control Plan							4		6				6						16		
90% Design Documents (Plans/Specs) QA/QC							4		6				16		16		6		48		
City Review and Comment Period			1				4		4				8		8				16		
TCEQ Plan Submittal Form							4		6				6		6				22		
Internal Constructability Review					1		2		2				2		2				9		
Finalize Bid Documents with OPCC							2		2				2		4				8		
Bidding and Contract Award																					
Develop and Publish Project Advertisement							2		2				8		8				20		
Furnish Bid Documents to Perspective Contractors							2						8		8				26		
Schedule and Attend Pre-Bid Conference			1				4						2						6		
Prepare and Issue Addenda													4						8		
Schedule and Attend Bid Opening			1				4						4						8		
Proposal Evaluation and Recommendation							1						1						2		
Construction Administration																					
Schedule and Attend Pre-Construction Conf			1				4						4		4				12		
Submittal Review and Approval							4						12		12				28		
Facilitate Monthly Construction Progress Meetings			5				16						16		16				48		
Preparation of Change Orders							4						6		4				14		
Prepare Application for Payment							4						16		16				36		
Conformed to Construction Document Submittal							2						8		10				20		
Survey and Topographical Documents																					
Capture New Topo and Boundary			2				32												32		
Derive Same Control to City System			2				6												6		
Establish New Control Monuments and Benchmarks			1				8												8		
Coordinate and Capture SUE Investigation			1				6												6		
Construction Staking																					
Mark Project Sites as Required by Contractor			1				4												4		
Mark Observable Utilities							4												4		
Reference Control Monuments			1				4												4		
Labor Subtotals			Hours		Trip Count		20		3		147		51		155		99		90		545
			Salary				\$1,068		\$43,806		\$14,127		\$30,535		\$12,771		\$11,610				\$113,917

Reimbursable Expenses Project: _____ Project No: _____ Task: _____ Current Fee: _____
 Expenses NOT included in lump sum fee. These are billed to client, including markup, if allowed.

Reimbursable Consultant Costs							Amount
511 Structural Consultant							
512 Mech/Elec Consultant							
513 Environ/Civil Consultant							
514 Architectural Consultant							
515 Testing Consultant (Geotech, CMT, TAB, etc.)							
516 Surveying Consultant							
517 Interior Design Consultant							
518 Other Consultant - Kitchen / Food Consultant							
518 Other Consultant - Acoustical Consultant							
518 Other Consultant - AV/ IT Consultant							
518 Other Consultant							
Total Reimbursable Consultants							
Reimbursable Expenses							
521 Travel		1	4	12	24	24	8
Motel	Days @		4	\$6.00 /Man-day	6		
Air Travel	Air Fare @		4	\$6.00 /Man	6		
Parking	Days @		4	6	16	16	\$6.00
Car Rental	Days @		4			=	
Mileage	249.6 Miles @	\$0.625	4	6	6	6	\$936.00
		1					Subtotal
							\$942
522 Reproductions							
Blackline / Color Plots							
34" x 22"	Shts @	\$2.50 /Sht	@		Sets =		
36" x 24"	Shts @	\$2.75 /Sht	@		Sets =		
42" x 30	Shts @	\$3.25 /Sht	@		Sets =		
Other	sf @	\$0.55 /sf	@		Sets =		
Mounting Foam Board	Boards @	\$10.00 /ea	@				
Printing:							
Set Up Fee	Originals @	\$0.15 /Sht	@		Submittals =		
8-1/2" x 11" B&W	Originals @	\$0.09 /Sht	@		Sets =		
8-1/2" x 11" Color	Originals @	\$0.55 /Sht	@		Sets =		
11" x 17" B&W	Originals @	\$0.18 /Sht	@		Sets =		
11" x 17" Color	Originals @	\$1.05 /Sht	@		Sets =		
Binding Cost	Sets @	\$2.00 /Set			=		
Laminating	Shts @	\$2.00 /Sht			=		
Scan to file							
Burn to CD/DVD	CD/DVD @	\$13.50 /each			=		
Scan Specs	Originals @	\$0.15 /Sht			=		
Scan Drawings	Originals @	\$1.50 /Sht			=		
						Subtotal	
523 Models/Renderings/Photos	Shots @		/Shot				
524 Telephone	Calls @		/Call				
525 Meals	Days @		Men @		/Man-day		
526 Field Supplies							
528 Postage	Mailings @		/Mailing		(Standard)		
528 Postage	Mailings @		/Mailing		(Overnight)		
530 Misc Reimbursable Exp							
532 Temporary Personnel							
534 Office Supplies							
535 CADD							
536 Field Equip Rental							
537 Interior Design Items							
539 License & Regulation Fee							
543 NM Gross Receipt Tax							
547 Computer Supplies							
Total Reimbrusable Expenses							\$942

PACKET

7.22

August 23, 2022

EXHIBIT A.1
Parkhill
Hourly Rate Schedule
January 1, 2022 through December 31, 2022

Client: City of Midland
Agreement Date: TBD

Project: City of Midland Briarwood Extension Ph. II
Location: Midland, Texas

CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	\$68.00	PROFESSIONAL LEVEL III		PROFESSIONAL LEVEL VI	
SUPPORT STAFF II	\$79.00	Architect	\$167.00	Architect	\$277.00
SUPPORT STAFF III	\$109.00	Civil Engineer	\$197.00	Civil Engineer	\$298.00
SUPPORT STAFF IV	\$116.00	Electrical Engineer	\$191.00	Electrical Engineer	\$311.00
SUPPORT STAFF V	\$129.00	Interior Designer	\$150.00	Interior Designer	\$239.00
SUPPORT STAFF VI	\$139.00	Landscape Architect	\$162.00	Landscape Architect	\$257.00
PROFESSIONAL LEVEL I		Mechanical Engineer	\$191.00	Mechanical Engineer	\$311.00
Architect	\$137.00	Structural Engineer	\$189.00	Structural Engineer	\$285.00
Civil Engineer	\$142.00	Surveyor III	\$134.00	Professional Surveyor VI	\$218.00
Electrical Engineer	\$145.00	Other Professional	\$147.00	Other Professional	\$234.00
Interior Designer	\$130.00	PROFESSIONAL LEVEL IV		PROFESSIONAL LEVEL VII	
Landscape Architect	\$130.00	Architect	\$205.00	Architect	\$356.00
Mechanical Engineer	\$142.00	Civil Engineer	\$230.00	Civil Engineer	\$356.00
Structural Engineer	\$136.00	Electrical Engineer	\$225.00	Electrical Engineer	\$356.00
Surveyor I	\$103.00	Interior Designer	\$164.00	Interior Designer	\$268.00
Other Professional	\$128.00	Landscape Architect	\$175.00	Landscape Architect	\$356.00
PROFESSIONAL LEVEL II		Mechanical Engineer	\$225.00	Mechanical Engineer	\$356.00
Architect	\$147.00	Structural Engineer	\$219.00	Structural Engineer	\$356.00
Civil Engineer	\$159.00	Surveyor IV	\$154.00	Professional Surveyor VII	\$241.00
Electrical Engineer	\$164.00	Other Professional	\$174.00	Other Professional	\$356.00
Interior Designer	\$137.00	PROFESSIONAL LEVEL V			
Landscape Architect	\$137.00	Architect	\$249.00		
Mechanical Engineer	\$164.00	Civil Engineer	\$277.00		
Structural Engineer	\$154.00	Electrical Engineer	\$275.00		
Surveyor II	\$115.00	Interior Designer	\$197.00		
Other Professional	\$135.00	Landscape Architect	\$213.00		
		Mechanical Engineer	\$275.00		
		Structural Engineer	\$264.00		
		Professional Surveyor V	\$181.00		
		Other Professional	\$194.00		

Expenses: Reimbursement for expenses as listed, but not limited to, incurred in connection with services, will be at cost plus 15 percent for items such as:

1. Maps, photographs, postage, phone, reproductions, printing, equipment rental, and special supplies related to the services.
2. Consultants, soils engineers, surveyors, contractors, and other outside services.
3. Rented vehicles, local public transportation and taxis, road toll fees, travel, and subsistence.
4. Special or job-specific fees, insurance, permits, and licenses applicable to work services.
5. Mileage at IRS-approved rate.

Rate for professional staff for legal proceedings or as expert witnesses will be a rate one-and-a-half times these Hourly Rates. Excise and gross receipt taxes, if any, will be added as an expense.

Foregoing Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2022 through December 31, 2022. After December 31, 2022, invoices will reflect the Schedule of Charges currently in effect.



INTEROFFICE MEMORANDUM

TO: Erika Martinez, Purchasing Manager

FROM: Carl Craig, PE, Utilities Director

SUBJECT: Resolution approving a professional services agreement with PSC for design of the Briarwood water main relocation phase II

DATE: August 23, 2022

This project is for design of the relocation of the water main on the Northside of Briarwood Dr. Engineering Services hired PSC to design Briarwood Rd. widening from Golden Gate to Highway 158. The Utilities project will target designing the water main relocation along this alignment to allow for standard cover over the water main and distance from the sewer main as required by minimum standards of TCEQ.

PSC has extensive knowledge of the layout of the future Briarwood Rd. which makes PSC the best firm to design the water main relocation. Utilities requests approval of PSC to prepare plans and specifications, provide bidding documents for construction, assist in the bid phase services and provide construction and post-construction services.

The scope of services is on an hourly basis with a not to exceed amount of \$115,000. This will be funded with Utilities Admin FY22 Operating Fund.

PROFESSIONAL SERVICES AGREEMENT

#22004219

THIS AGREEMENT is made and effective the 24th day of August 2022, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, PARKHILL, SMITH & COOPER, INC., DBA, PARKHILL hereinafter referred to as "COMPANY."

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform survey, design and construction administration services for new water and wastewater utilities along Briarwood Avenue between Golden Gate Ave and SH 158, Phase II.

ARTICLE II. SERVICES TO BE PERFORMED

1. COMPANY shall provide those services described in Exhibit "A".
2. COMPANY shall perform the services described in Exhibit "A" (1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform the services described in Exhibit "A".

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY in an amount not to exceed \$115,000 for the professional services described in Exhibit "A." CITY agrees to pay COMPANY according to the schedule set forth in Exhibit "A", which is attached hereto and incorporated herein for all purposes, upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in Exhibit "A" incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 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 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event shall pay every portion of the invoice

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

ARTICLE IV. TERM

The term of this Agreement shall be from the 24 day of August, 2022 until the 23 day of August, 2023, unless the project is completed sooner or the Agreement is terminated as provided below. Thereafter, this agreement may be renewed for up to two (2) additional terms of one (1) year each, upon the CITY providing notice of intent to renew to the COMPANY not less than 30 days prior to the expiration of this contract.

ARTICLE V. TERMINATION AT WILL

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

ARTICLE VI. ASSIGNMENT

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

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

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

ARTICLE VIII. INDEPENDENT CONTRACTOR

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

ARTICLE IX. INSURANCE

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

Commercial General Liability (including Contractual liability):

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

-Property Damage: \$500,000.00 per occurrence

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

Workers' Compensation: Statutory limits

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

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This insurance shall name CITY

as an additional insured and waive subrogation in favor of CITY.

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

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

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

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

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

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

ARTICLE X. ATTORNEY FEES

**BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO WAIVE AND DOES
PACKET**

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

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE 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 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.

ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this agreement CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

ARTICLE XII. NO THIRD PARTY BENEFICIARIES

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

ARTICLE XIII. RELEASE

NOTWITHSTANDING ANY OTHER PROVISIONS, COMPANY 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 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.

ARTICLE XIV. GENERAL PROVISIONS

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

B. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

C. Notice. Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail shall be complete

upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service addressed as follows:

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

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

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

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

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

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

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

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

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this

Agreement, COMPANY or 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 fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except 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 reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

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

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

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

- COMPANY does not boycott Israel and will not boycott Israel during the term of this Agreement;
- COMPANY does not boycott energy companies and will not boycott energy companies during the term of this Agreement; and
- COMPANY does not have a practice, policy, guidance, or directive that

discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against any firearm entity or firearm trade association.

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

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

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

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

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

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

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, City Manager

ATTEST

Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

John Ohnemiller, City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2021 personally appeared, _____, an officer of Parkhill, Smith & Cooper, Inc. dba Parkhill, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

Notary Public, State of Texas

PACKET

August 23, 2022

July 12, 2022

Mr. Carl Craigo, PE
Utilities Director
City of Midland
300 North Loraine, 5th Floor
Midland, TX 79701

RE: Proposal for Professional Services
Briarwood Utility Extension – Golden Gate to SH-158 (Phase II)
Midland, Texas

Dear Mr. Craigo:

Parkhill is pleased to have the opportunity to provide this proposal for Engineering services, survey, and construction administration to the City of Midland for the referenced Project.

SCOPE OF SERVICES

The project generally includes both new water and wastewater infrastructure spanning from Golden Gate to SH-158 along Briarwood Avenue. All improvements shall be within the existing limits previously described by City and County/State right-of-ways.

The attached Exhibit A provides a fee schedule and Parkhill's current hourly rates to be used in performing these tasks.

Special services specifically excluded from our Scope include, but are not limited to, the following:

- Geotechnical Reports
- Third-Party Independent Construction Inspection Services
- Construction Material Testing
- Construction Observation Services (RPR)
- Preparation of Construction Documents for more than one bid package
- Phased Construction
- Fast-track Construction
- Entitlement Services
- Archeological Investigation/Survey
- Bond Counsel/Financial Advisor
- Static and Residual Flow Testing
- Easement Negotiation and Acquisition

Any required services shall be authorized in writing by Owner. Basis of payment is to be determined at the time of authorization. The following are examples and are not intended to be all-inclusive of types of special services which may be required.

DELIVERABLES

The following items have been identified as necessary components for delivery of a complete and effective project. Parkhill will perform a reinvestigation of the site characteristics, develop new survey components and topographical files, along with the development of sealed plan and specification documents required for construction bidding. Bid phase services and construction administration shall also be encompassed within this agreement.

TASK 1 – ENGINEERING DESIGN AND BASIC SERVICES:

- Preliminary Analysis and Investigation:
 - Scope development and contract execution.
 - Site investigation and review previously prepared plan sets.
 - GIS Incorporation and verification.
 - As-Built utility evaluation.
 - Coordination with subconsultants, as required.
- Final Design and City Compliance:
 - 30% design documents (Plans and Specifications)/QA/QC review.
 - City review and comment period.
 - Erosion Control Plan, as applicable.
 - 90% design documents (Plans and Specifications)/QA/QC review.
 - City review and comment period.
 - TCEQ plan submittal form.
 - Internal constructability review.
 - Finalize bid documents w/ OPCC.
- Bidding and Contract Award:
 - Develop and publish project advertisement.
 - Furnish bid documents to perspective contractors.
 - Schedule and attend pre-bid conference.
 - Prepare and issue addenda, as applicable.
 - Schedule and attend bid opening.
 - Proposal evaluation and recommendation.
- Construction Administration:
 - Schedule and attend pre-construction conference.
 - Submittal review and approval.
 - Facilitate monthly construction progress meetings.
 - Preparation of change orders, as applicable.
 - Prepare applications for payment.
 - Conformed to Construction document submittal.

Task 2 – Survey and Topographical Documents:

- Capture new topographic and boundary survey along project limits.
- Derive same control, as applicable, to existing City system.
- Establish new control monuments and benchmarks throughout project limits.
- Coordinate and capture SUE investigation, as applicable.

Task 3 – Construction Staking:

- Mark Project sites as required by various construction entities.
- Mark observable utilities, as applicable.
- Reference control monuments and benchmarks, as applicable.

OWNER'S SERVICES

Coordination of site visits at appropriate times throughout the Project.
Coordination with local property owners and additional easement acquisition.
Design documents review at 30% and 90%.
Facilitate meeting site for project related conferences.
Process engineering and construction pay-application requests.

SCHEDULE

Engineering design and basic services, including survey, will initiate after notification from Owner and conclude no later than 180 business days from commencement date.

COMPENSATION

Our fee for the Scope of Services described above will be based on an hourly rate/reimbursable basis. We estimate this to be approximately **\$115,000.00**. Owner shall deliver compensation in accordance with the fee summary below and enclosed in Exhibit A. Invoices shall be submitted monthly by Engineer, in a format acceptable to Owner, based upon the percentage of work completed to date. Engineer shall not exceed the stated fee by more than 10% without prior written consent from Owner.

Task 1 - Engineering Design and Basic Services	
▪ Preliminary Analysis and Investigation.....	\$7,000
▪ Final Design and City Compliance.....	\$50,000
▪ Bidding and Contract Award.....	\$15,000
▪ Construction Administration.....	\$25,000
Task 2 - Survey and Topographical Documents.....	\$15,000
Task 3 - Construction Staking.....	\$3,000

We appreciate the opportunity to provide professional services to you and look forward to the successful completion of your Project. If you have any questions, please do not hesitate to contact me at 817.633.0434, or by email at rkennerly@parkhill.com

Sincerely,

PARKHILL

By 
Ryan Kennerly, PE, DBIA
Principal

RK/kg
Enclosures

\\Data1\Projects3\2020\2879.20\00_ADMIN\04_CORRES\Phase2-Proposal_072022\00_Working-Docs\Parkhill-CityOfMidland_Briarwood.PhaseII-Proposal_071222.docx

Parkhill

Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date: 6/22/2022 - Exhibit A

Prepared By: RSK

Principal: RSK

Project Manager: KK

Project Name: Briarwood Utility Improv Phase II

Project Number: TBD

Task/Discipline: DBC

Projected Start Date: TBD

Fee (Revenue) Type: Hourly Rate w/Max

Markup on Direct Expenses:

Markup on Reimbursables: 15.00%

Fee Costs Summary

(Profit and Markup Included in Total Fee)

Labor Cost: \$113,917

Direct Consultants:

Direct Expenses:

Reimbursable Consultants:

Reimbursable Expenses: \$942

Total Fee: \$115,000

Fee Summary

(OH and Profit in Labor, Markup included in Directs and Reimbursables)

\$113,917

Directs:

Subtotal: \$113,917

Reimbursables: \$1,083

Total Fee: \$115,000

Labor Costs			Project:		Briarwood Utility Improv Phase II		Project Number: TBD		Task/Discipline: DBC		Current Fee:		\$115,000						
Category Staff Title - Level Hourly/Billing Rate Resource (Employee) Name (Blank if not known)			1		2		3		4		5		6		7		8		Total
			CivilEngineers		CivilEngineers		CivilEngineers		CivilEngineers		SupportEmployees		SupportEmployees						
			Sector Director Civil-PL7		Senior Project Manager Civil-PL6		Civil Project Manager-PL5		Civil Engineer-PL3		CADD-SSS		Support Staff-SS6						
			\$356.00		\$298.00		\$277.00		\$197.00		\$129.00		\$129.00						
Task/Discipline Subtask/Phase			Trips		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Total
Preliminary Analysis and Investigation																			
Scope Development and Contract Execution					1		2						4						7
Site Investigation and Review			1				5		4		5								16
GIS Incorporation and Verification									4				2						8
As-Built Utility Evaluation									4										6
Coordination with Subconsultants			1				2		4				2						8
Final Design and City Compliance																			
30% Design Documents (Plans/Specs) QA/QC					1		4		12		24		8						73
City Review and Comment Period			1				4		6		6								16
Erosion Control Plan							4		6		6								16
90% Design Documents (Plans/Specs) QA/QC							4		6		16		6						48
City Review and Comment Period			1				4		4		8								16
TCEQ Plan Submittal Form							4		6		6								22
Internal Constructability Review					1		2		2		2								9
Finalize Bid Documents with OPCC							2		2		4								8
Bidding and Contract Award																			
Develop and Publish Project Advertisement							2		2		8		8						20
Furnish Bid Documents to Perspective Contractors							2				8		8						26
Schedule and Attend Pre-Bid Conference			1				4				2								6
Prepare and Issue Addenda											4								8
Schedule and Attend Bid Opening			1				4				4								8
Proposal Evaluation and Recommendation							1		1										2
Construction Administration																			
Schedule and Attend Pre-Construction Conf			1				4				4		4						12
Submittal Review and Approval							4				12		12						28
Facilitate Monthly Construction Progress Meetings			5				16				16		16						48
Preparation of Change Orders							4				6		4						14
Prepare Application for Payment							4				16		16						36
Conformed to Construction Document Submittal							2				8		10						20
Survey and Topographical Documents																			
Capture New Topo and Boundary			2				32												32
Derive Same Control to City System			2				6												6
Establish New Control Monuments and Benchmarks			1				8												8
Coordinate and Capture SUE Investigation			1				6												6
Construction Staking																			
Mark Project Sites as Required by Contractor			1				4												4
Mark Observable Utilities							4												4
Reference Control Monuments			1				4												4
Labor Subtotals			Hours Trip Count		20 3		147 51		155 99		90 90								545
Salary					\$1,068 \$43,806		\$14,127 \$30,535		\$12,771 \$11,610										\$113,917

Reimbursable Expenses Project: Project No: Task: Current Fee:
 Expenses NOT included in lump sum fee. These are billed to client, including markup, if allowed.

Reimbursable Consultant Costs							Amount
511 Structural Consultant							
512 Mech/Elec Consultant							
513 Environ/Civil Consultant							
514 Architectural Consultant							
515 Testing Consultant (Geotech, CMT, TAB, etc.)							
516 Surveying Consultant							
517 Interior Design Consultant							
518 Other Consultant - Kitchen / Food Consultant							
518 Other Consultant - Acoustical Consultant							
518 Other Consultant - AV/ IT Consultant							
518 Other Consultant							
Total Reimbursable Consultants							
Reimbursable Expenses							
521 Travel		1	4	12	24	24	8
Motel	Days @		4	\$6.00 /Man-day	6		
Air Travel	Air Fare @		4	\$6.00 /Man	6		
Parking	Days @		4	6	16	16	\$6.00
Car Rental	Days @		4			=	
Mileage	249.6 Miles @	\$0.625	4	6	6	6	\$936.00
		1					Subtotal
							\$942
522 Reproductions							
Blackline / Color Plots							
34" x 22"	Shts @	\$2.50 /Sht	@			Sets =	
36" x 24"	Shts @	\$2.75 /Sht	@			Sets =	
42" x 30	Shts @	\$3.25 /Sht	@			Sets =	
Other	sf @	\$0.55 /sf	@			Sets =	
Mounting Foam Board	Boards @	\$10.00 /ea	@				
Printing:							
Set Up Fee	Originals @	\$0.15 /Sht	@			Submittals =	
8-1/2" x 11" B&W	Originals @	\$0.09 /Sht	@			Sets =	
8-1/2" x 11" Color	Originals @	\$0.55 /Sht	@			Sets =	
11" x 17" B&W	Originals @	\$0.18 /Sht	@			Sets =	
11" x 17" Color	Originals @	\$1.05 /Sht	@			Sets =	
Binding Cost	Sets @	\$2.00 /Set				=	
Laminating	Shts @	\$2.00 /Sht				=	
Scan to file							
Burn to CD/DVD	CD/DVD @	\$13.50 /each				=	
Scan Specs	Originals @	\$0.15 /Sht				=	
Scan Drawings	Originals @	\$1.50 /Sht				=	
							Subtotal
523 Models/Renderings/Photos	Shots @	/Shot					
524 Telephone	Calls @	/Call					
525 Meals	Days @	Men @	/Man-day				
526 Field Supplies							
528 Postage	Mailings @	/Mailing (Standard)					
528 Postage	Mailings @	/Mailing (Overnight)					
530 Misc Reimbursable Exp							
532 Temporary Personnel							
534 Office Supplies							
535 CADD							
536 Field Equip Rental							
537 Interior Design Items							
539 License & Regulation Fee							
543 NM Gross Receipt Tax							
547 Computer Supplies							
Total Reimbrusable Expenses							\$942

PACKET

7.41

August 23, 2022

EXHIBIT A.1
Parkhill
Hourly Rate Schedule
January 1, 2022 through December 31, 2022

Client: City of Midland
Agreement Date: TBD

Project: City of Midland Briarwood Extension Ph. II
Location: Midland, Texas

CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	\$68.00	PROFESSIONAL LEVEL III		PROFESSIONAL LEVEL VI	
SUPPORT STAFF II	\$79.00	Architect	\$167.00	Architect	\$277.00
SUPPORT STAFF III	\$109.00	Civil Engineer	\$197.00	Civil Engineer	\$298.00
SUPPORT STAFF IV	\$116.00	Electrical Engineer	\$191.00	Electrical Engineer	\$311.00
SUPPORT STAFF V	\$129.00	Interior Designer	\$150.00	Interior Designer	\$239.00
SUPPORT STAFF VI	\$139.00	Landscape Architect	\$162.00	Landscape Architect	\$257.00
PROFESSIONAL LEVEL I		Mechanical Engineer	\$191.00	Mechanical Engineer	\$311.00
Architect	\$137.00	Structural Engineer	\$189.00	Structural Engineer	\$285.00
Civil Engineer	\$142.00	Surveyor III	\$134.00	Professional Surveyor VI	\$218.00
Electrical Engineer	\$145.00	Other Professional	\$147.00	Other Professional	\$234.00
Interior Designer	\$130.00	PROFESSIONAL LEVEL IV		PROFESSIONAL LEVEL VII	
Landscape Architect	\$130.00	Architect	\$205.00	Architect	\$356.00
Mechanical Engineer	\$142.00	Civil Engineer	\$230.00	Civil Engineer	\$356.00
Structural Engineer	\$136.00	Electrical Engineer	\$225.00	Electrical Engineer	\$356.00
Surveyor I	\$103.00	Interior Designer	\$164.00	Interior Designer	\$268.00
Other Professional	\$128.00	Landscape Architect	\$175.00	Landscape Architect	\$356.00
PROFESSIONAL LEVEL II		Mechanical Engineer	\$225.00	Mechanical Engineer	\$356.00
Architect	\$147.00	Structural Engineer	\$219.00	Structural Engineer	\$356.00
Civil Engineer	\$159.00	Surveyor IV	\$154.00	Professional Surveyor VII	\$241.00
Electrical Engineer	\$164.00	Other Professional	\$174.00	Other Professional	\$356.00
Interior Designer	\$137.00	PROFESSIONAL LEVEL V			
Landscape Architect	\$137.00	Architect	\$249.00		
Mechanical Engineer	\$164.00	Civil Engineer	\$277.00		
Structural Engineer	\$154.00	Electrical Engineer	\$275.00		
Surveyor II	\$115.00	Interior Designer	\$197.00		
Other Professional	\$135.00	Landscape Architect	\$213.00		
		Mechanical Engineer	\$275.00		
		Structural Engineer	\$264.00		
		Professional Surveyor V	\$181.00		
		Other Professional	\$194.00		

Expenses: Reimbursement for expenses as listed, but not limited to, incurred in connection with services, will be at cost plus 15 percent for items such as:

1. Maps, photographs, postage, phone, reproductions, printing, equipment rental, and special supplies related to the services.
2. Consultants, soils engineers, surveyors, contractors, and other outside services.
3. Rented vehicles, local public transportation and taxis, road toll fees, travel, and subsistence.
4. Special or job-specific fees, insurance, permits, and licenses applicable to work services.
5. Mileage at IRS-approved rate.

Rate for professional staff for legal proceedings or as expert witnesses will be a rate one-and-a-half times these Hourly Rates. Excise and gross receipt taxes, if any, will be added as an expense.

Foregoing Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2022 through December 31, 2022. After December 31, 2022, invoices will reflect the Schedule of Charges currently in effect.



City Council Meeting

Item Number: 8
Meeting Date: August 23, 2022
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: RESOLUTION AUTHORIZING THE PURCHASE OF MICROSOFT ENTERPRISE VOLUME AND TRUE-UP LICENSING FROM SOFTWARE ONE, INC., THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES, FOR THE COMMUNICATION AND INFORMATION SYSTEMS DEPARTMENT AT A TOTAL COST OF \$326,997.53; RATIFYING THE SIGNING OF THE CHANGE OF RESELLER AGREEMENT; AND RESCINDING RESOLUTION 2021-075 (DISTRICT: NONE) (GENERAL SERVICES)

Purpose:

Resolution authorizing the purchase of Microsoft Enterprise Volume and True-up licensing from Software One, Inc. through the Texas Department of Information Resources, for the Communication and Information Systems Department at a total cost of \$326,997.53; ratifying the signing of the change of reseller agreement; and rescinding Resolution 2021-075.

Recommended City Council Action:

Approve

Fiscal Impact:

Contingent upon budget approval, funds will be available in the CISD Technology Fund FY 2023 operating budget.

Discussion:

Staff is recommending the procurement of Microsoft Volume True-Up licensing from SoftwareOne through Texas Department of Information Resources (DIR) contract DIR-TSO-4092. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing

program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. This is a more efficient process compared to procuring licenses and upgrades throughout the year. It also allows flexibility for continuous projects and upgrades while still maintaining the legality of accounting for Microsoft licensing. Please see the attached memo from Jennifer Frescaz, Chief Information Officer, for further information.

Therefore, please consider a resolution authorizing the purchase of Microsoft Enterprise Volume and True-up licensing from Software One, Inc. through the Texas Department of Information Resources, for the Communication and Information Systems Department at a total cost of \$326,997.53; ratifying the signing of the change of reseller agreement; and rescinding Resolution 2021-075.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE PURCHASE OF MICROSOFT ENTERPRISE VOLUME AND TRUE-UP LICENSING FROM SOFTWARE ONE, INC., THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES, FOR THE COMMUNICATION AND INFORMATION SYSTEMS DEPARTMENT AT A TOTAL COST OF \$326,997.53; RATIFYING THE SIGNING OF THE CHANGE OF RESELLER AGREEMENT; AND RESCINDING RESOLUTION 2021-075

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

WHEREAS, the Communication and Information Systems Department has arranged for the purchase of Microsoft Enterprise Volume and True-Up licensing from Software One, Inc., through the DIR for a total cost of \$326,997.53 as shown on the quote attached hereto as Exhibit “A” and incorporated herein for all legal purposes; and

WHEREAS, the City Council finds the price proposed for said licensing through the DIR to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to authorize the purchase of said licensing from Software One, Inc., through the DIR; and

WHEREAS, the City Council finds it to be in the public interest to ratify the signing of the Change of Reseller Agreement, attached hereto as Exhibit “B” and incorporated herein for a all legal purposes; and

WHEREAS, the City Council previously authorized the purchase of Microsoft Enterprise Volume and True-Up licensing from SHI Government Solutions, Inc., through the DIR in Resolution 2021-075; and

WHEREAS, the City Council finds it to be in the public interest to rescind Resolution 2021-075;

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 said licensing for the Communication and Information Systems Department from Software One, Inc., at a total cost of \$326,997.53.

SECTION TWO. That the City Comptroller is hereby authorized and directed to make payment to Software One, Inc., for the purchase of said licensing from funds available in the CISD Technology Fund FY 2023 operating budget, contingent upon budget approval, upon proper receipt of invoices or statements approved by the City Manager.

SECTION THREE. That the signing of the Change of Reseller Agreement is hereby ratified.

SECTION FOUR. That Resolution 2021-075 is hereby rescinded.

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., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Regina Stephenson, General Services Director

Jennifer Frescaz, Chief Information Officer

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney



City Council Agenda Item

DATE: August 11, 2022

TO: Erika Martinez, Purchasing Manager

FROM: Jennifer Frescaz, Chief Information Officer

SUBJECT: Consider a resolution approving the Year Two payment for Microsoft Enterprise Agreement Volume Licensing for \$326,997.53

Purpose:

Consider a resolution approving the Year Two payment of Microsoft Enterprise Volume Licensing for \$326,997.53 via DIR-TSO-4061.

Discussion:

This purchase will ratify the terms from Resolution 2021-075 where a three-year purchase was recommended with the resolution language stating that we would use SHI Government Solutions for the three-year term. The resellers are based on contracts awarded by the State of Texas Department of Information Resources (DIR). This year the DIR awarded more than one reseller for the Microsoft contract. The new reseller, Software One, was able to provide information regarding the change in Microsoft products and updates. Based on this change the City staff found it to be in the best interest of the City to utilize the new reseller, Software One.

Prior to the annual renewal, we are required to align our Enterprise Agreement with the total number of licenses added in the previous 12 months. The annual process is referred to as a True-up Process by Microsoft. It is a more streamlined process compared to procuring licenses and upgrades throughout the year. It allows flexibility for continuous projects and upgrades while still maintaining the legality of accounting for Microsoft licenses. During this time items and licensing terms can change and a qualified reseller is highly valuable to ensure we do not overpay and that we understand any changes Microsoft makes to their annual pricing matrix.

The total cost of the Year Two payment is \$326,997.53 and will come from CISD Information Systems Technology Fund for 2022-2023.

City of Midland, TX
602 N Loraine
MIDLAND, TX 79701

Date 08/08/2022
Customer No. US-SCU-149663
External Document No. DIR-TSO-4061
Your Reference EA Year 2 UPDATED (DZ)
Account Manager Phillip Bushman
Your Contact Person statestore.us
E-Mail statestore.us@softwareone.com
Our Tax ID 39-1501504

Quote US-QUO-1028015

Invoice Address

City of Midland, TX
602 N Loraine
MIDLAND, TX 79701

Shipping Address

City of Midland, TX
602 N Loraine
MIDLAND, TX 79701

License Address

City of Midland, TX
602 N Loraine
MIDLAND, TX 79701

Tom Carrasco
tcarrasco@midlandtexas.gov

Pos. No.	Description	Start Date	Version	Amount
Manufacturer	Disc-Lev.	Format	OS	(USD)
Lic. Model	Lic. Metrics	Qty.	Unit Price Sales Tax	
DIR-TSO-4061				
EA 63602781 Year 2				
10 AAA-12416	Core CAL Bridge for Office 365 from SA per User		NON-SPEC/AL	
	Government Monthly Subscription		Non-Specific	
	Microsoft	LEVEL D SUB	IEA GOV	1,000 15.86 0.00 15,860.00
20 AAA-12414	Core CAL Bridge for Office 365 per User		NON-SPEC/AL	
	Government Monthly Subscription		Non-Specific	
	Microsoft	LEVEL D SUB	IEA GOV	50 19.32 0.00 966.00
30 9GS-00135	Core Infrastructure Server Suite DataCenter Core 2 Lic Core		NON-SPEC/AL	
	Government 1 Year SA Add Prod		Non-Specific	
	Microsoft	LEVEL D MNT	IEA ADD G	24 162.64 0.00 3,903.36
40 W06-00446	Core User CAL only		NON-SPEC/AL	
	Government 1 Year SA		Windows	
	Microsoft	LEVEL D MNT	IEA GOV	225 43.98 0.00 9,895.50
50 312-02257	Exchange Server Standard		NON-SPEC/AL	
	Government 1 Year SA Add Prod		Non-Specific	

Software One, Inc.

20875 Crossroads Circle
Suite 1 Waukesha,
WI 53186

Phone: +800 444 9890
Fax: +262 317 5554
Email: info.us@softwareone.com
Web: www.softwareone.com

8.7

August 23, 2022

Quote US-QUO-1028015

Pos. No.	Description			Start Date	Version	Qty.	Unit Price	Sales Tax	Amount (USD)
	Manufacturer	Disc-Lev.	Format	End Date	OS				
	Microsoft	LEVEL D	MNT	Lic. Model	Lic. Metrics				
				IEA ADD G		1	124.46	0.00	124.46
60	4ES-00001	ExchOnlnArchGCC PerUsr			NON-SPEC/AL				
		Government Monthly Subscription			Non-Specific				
	Microsoft	LEVEL D	SUB	IEA GOV		225	26.76	0.00	6,021.00
70	6P3-00002	ExchOnlnP1AddOnGCC ShrdSvr ALNG SubsVL MVL AddOn			NON-SPEC/AL				
		tousrExchSt			Non-Specific				
		Government Monthly Subscription Add Prod			Non-Specific				
	Microsoft	LEVEL D	SUB	IEA ADD G		225	23.64	0.00	5,319.00
80	U4S-00002	O365 G1 GCC Sub Per User			NON-SPEC/AL				
		Government Monthly Subscription			Non-Specific				
	Microsoft	LEVEL D	SUB	IEA GOV		50	79.08	0.00	3,954.00
90	AAA-11924	O365 G3 FSA GCC Sub Per User			NON-SPEC/AL				
		Government Monthly Subscription			Non-Specific				
	Microsoft	LEVEL D	SUB	IEA GOV		1,000	182.65	0.00	182,650.00
100	SFR-00001	Power Automate GCC Sub Per User			NON-SPEC/AL				
		Government Monthly Subscription Add Prod			Non-Specific				
	Microsoft	LEVEL D	SUB	IEA ADD G		5	163.20	0.00	816.00
110	7NQ-00292	SQL Server Standard Core 2 Lic Core Lic			NON-SPEC/AL				
		Government 1 Year SA Add Prod			Non-Specific				
	Microsoft	LEVEL D	MNT	IEA ADD G		48	580.12	0.00	27,845.76
120	KV3-00368	Windows Enterprise			NON-SPEC/AL				
		Government 1 Year SA			Non-Specific				
	Microsoft	LEVEL D	MNT	IEA GOV		808	44.50	0.00	35,956.00
130	6VC-01254	Windows Remote Desktop Services User CAL only			NON-SPEC/AL				
		Government 1 Year SA Add Prod			Non-Specific				
	Microsoft	LEVEL D	MNT	IEA ADD G		140	21.43	0.00	3,000.20
140	9EA-00278	Windows Server DataCenter Core 2 Lic Core Lic			NON-SPEC/AL				
		Government 1 Year SA Add Prod			Non-Specific				
	Microsoft	LEVEL D	MNT	IEA ADD G		245	125.25	0.00	30,686.25
						Total USD excl. Tax			326,997.53
						Tax			0.00
						Total USD incl. Tax			326,997.53

Thank you for your request for quote.

This offer is non-binding. Prices are subject to change if supplier prices or currency values fluctuate.

Unless customer & SoftwareONE have executed a reseller agreement, customer hereby agrees that by placing an order with SoftwareONE customer will be bound by SoftwareONE's terms & conditions, located at www.softwareone.com, and the placement of your order represents your agreement thereto. If Customer is required by law to withhold any tax from amount payable, the amount payable will be increased so that after making all required withholdings, SoftwareONE receives equal to the amount it would have received had no such withholdings been made.

Software One, Inc.

20875 Crossroads Circle
Suite 1 Waukesha,
WI 53186

Phone: +800 444 9890
Fax: +262 317 5554
Email: info.us@softwareone.com
Web: www.softwareone.com

8.8

August 23, 2022

Quote US-QUO-1028015

Pos. No.	Description	Manufacturer	Disc-Lev.	Format	Start Date	Version	Qty.	Unit Price	Sales Tax	Amount (USD)
					End Date	OS				
	Payment Terms					30 Days net				
	Shipping Method					Electronic Software Delivery				
	Quote valid until					08/31/2022				

Prices are based on 30 Days net, FOB SoftwareONE. Shipping and Handling and applicable Sales Tax are additional. Once SoftwareONE places an order is placed with a Licensor, Customer's order will be binding and non-cancelable, except as otherwise provided by the Licensor's Return Policies.

CONFIDENTIAL INFORMATION: This Quote, and any attachment is intended only for the person or entity to which it is addressed, and contains confidential and/or privileged information. Any review, retransmission, dissemination or other use of this information to persons or entities other than the intended recipient is prohibited.

View or place within PyraCloud: <https://portal.softwareone.com/Quotes/DocumentDetail/US/US-QUO-1028015>

RESOLUTION NO. 2021-075

RESOLUTION AUTHORIZING THE PURCHASE OF MICROSOFT ENTERPRISE VOLUME AND TRUE-UP LICENSING FROM SHI GOVERNMENT SOLUTIONS, INC., OF AUSTIN, TEXAS, THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES, FOR THE COMMUNICATION AND INFORMATION SYSTEMS DEPARTMENT AT A TOTAL COST OF \$1,120,411.27; AND AUTHORIZING PAYMENT

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

WHEREAS, the Communication and Information Systems Department has arranged for the purchase of Microsoft Enterprise Volume and True-Up licensing from SHI Government Solutions, Inc., of Austin, Texas, through the DIR for \$484,053.71 for year one and for \$318,178.78 for years two and three for a total cost of \$1,120,411.27 as shown on the quote attached hereto as Exhibit "A" and incorporated herein for all legal purposes; and

WHEREAS, the City Council finds the price proposed for said licensing through the DIR to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to authorize the purchase of said licensing from SHI Government Solutions, Inc., through the DIR;

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 said licensing for the Communication and Information Systems Department from SHI Government Solutions, Inc., at a total cost of \$1,120,411.27.

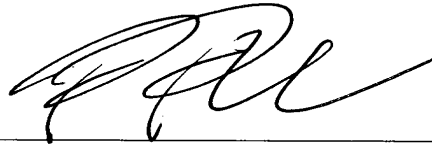
SECTION TWO. That the City Comptroller is hereby authorized and directed to make payment to SHI Government Solutions, Inc., for the purchase of said licensing from funds available in the FY21 General Fund operating budget upon proper receipt of invoices or statements approved by the City Manager.

On motion of Council member Robnett, seconded by Council member

Trost, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the 13th day of July, A.D., 2021, by the following vote:

Council members voting "AYE": Blong, Trost, Robnett, Payton, Dufford, Ladd, Norman

Council members voting "NAY": None



Patrick N. Payton, Mayor

ATTEST:


Amy M. Turner, City Secretary

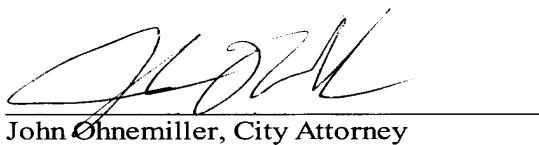
RECOMMENDED AND APPROVED:


Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:


Regina Stephenson, General Services Director
Jennifer Frescaz, Chief Information Officer

APPROVED ONLY AS TO FORM:


John Ohnemiller, City Attorney



City Council Meeting

Item Number: 4
Meeting Date: July 13, 2021
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: RESOLUTION AUTHORIZING THE PURCHASE OF MICROSOFT ENTERPRISE VOLUME AND TRUE-UP LICENSING FROM SHI GOVERNMENT SOLUTIONS, INC., OF AUSTIN, TEXAS, THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES, FOR THE COMMUNICATION AND INFORMATION SYSTEMS DEPARTMENT AT A TOTAL COST OF \$1,120,411.27; AND AUTHORIZING PAYMENT (DISTRICT: NONE) (GENERAL SERVICES)

Purpose:

Approval of a resolution approving a three-year renewal of Microsoft Enterprise Volume and True-Up licensing for \$1,120,411.27 for the Communications and Information Systems Department.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds are available in the FY21 General Fund operating budget.

Discussion:

Staff is recommending the procurement of Microsoft Volume True-Up licensing from SHI Government Solutions, Inc. through Department of Information Resources (DIR) contract DIR-TSO-4092. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. This is a more efficient process compared to procuring licenses and upgrades throughout the year. It also allows flexibility for continuous projects and upgrades while still maintaining the legality of accounting for Microsoft licensing. Please see the attached memo from Jennifer Frescaz, Chief Information Officer, for further information.

Therefore, please consider a resolution approving the purchase of Microsoft Volume True-Up licensing from SHI Government Solutions, Inc. of Austin, Texas through Department of Information Resources (DIR) contract DIR-TSO-4092 for a total cost of \$1,120,411.27.



City Manager's Office



City Council Agenda Item

DATE: June 24, 2021

TO: Erika Martinez, Purchasing Manager

FROM: Jennifer Frescaz, Chief Information Officer

SUBJECT: Consider a resolution approving a three-year renewal of Microsoft Enterprise Volume and True-Up licensing for \$484,053.71 for the Communications and Information Systems Department.

Purpose:

Consider a resolution approving a three-year renewal of Microsoft Enterprise Volume and True-Up licensing for \$484,053.71.

Discussion:

Prior to the annual renewal, we are required to align our Enterprise Agreement with the total number of licenses added in the previous 12 months. The annual process is referred to as a True-up Process by Microsoft. It is a more streamlined process compared to procuring licenses and upgrades throughout the year. It allows flexibility for continuous projects and upgrades while still maintaining the legality of accounting for Microsoft licenses.

The total cost of the True-up licenses including Office 365 licenses is \$484,053.71 and will come from CISD Information Systems Software Maintenance. The subsequent years will be budgeted in the CISD Software Maintenance at \$318,178.78 per year.



Pricing Proposal
 Quotation #: 20439287
 Reference #: EA# 51328804
 Created On: 5/6/2021
 Valid Until: 7/16/2021

City of Midland

Inside Account Executive

Jennifer Frescaz

P.O. BOX 1152
 Midland, Texas 79702
 UNITED STATES
 Phone: (432) 685-7510
 Fax: (432) 686-1699
 Email: jfrescaz@midlandtexas.gov

Dakota Haines

1301 South Mo-Pac Expressway
 Suite 100
 Austin, TX 78746
 Phone: 512-770-4469
 Fax:
 Email: Dakota_Haines@shi.com

[Click here to order this quote](#)

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 CISSteDCCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9GS-00135 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 8/1/2021 – 7/31/2022 Note: Year 1 of 3 - Price will remain the same years 2 & 3 barring any additions	24	\$163.72	\$3,929.28
2 ExchgSvrStd ALNG SA MVL Microsoft - Part#: 312-02257 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 8/1/2021 – 7/31/2022 Note: Year 1 of 3 - Price will remain the same years 2 & 3 barring any additions	1	\$124.43	\$124.43
3 SQLSvrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7NQ-00292 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 8/1/2021 – 7/31/2022 Note: Year 1 of 3 - Price will remain the same years 2 & 3 barring any additions	48	\$576.29	\$27,661.92
4 WinRmtDsktpSrvcsCAL ALNG SA MVL UsrcAL Microsoft - Part#: 6VC-01254 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 8/1/2021 – 7/31/2022 Note: Year 1 of 3 - Price will remain the same years 2 & 3 barring any additions	140	\$21.28	\$2,979.20
5 WinSvrDCCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EA-00278 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 8/1/2021 – 7/31/2022 Note: Year 1 of 3 - Price will remain the same years 2 & 3 barring any additions	245	\$124.43	\$30,485.35

PACKET

846

August 23, 2021

6	CoreCALBridgeO365 ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-12414 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 8/1/2021 – 7/31/2022 Note: Year 1 of 3 - Price will remain the same years 2 & 3 barring any additions	50	\$19.20	\$960.00
7	CoreCALBridgeO365FromSA ALNG SubsVL MVL Pltfm PerUsr Microsoft - Part#: AAA-12417 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 8/1/2021 – 7/31/2022 Note: Year 1 of 3 - Price will remain the same years 2 & 3 barring any additions	1000	\$15.48	\$15,480.00
8	WINENTperDVC ALNG SA MVL Pltfm Microsoft - Part#: KV3-00353 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 8/1/2021 – 7/31/2022 Note: Year 1 of 3 - Price will remain the same years 2 & 3 barring any additions	808	\$41.75	\$33,734.00
9	ExchgOnlnP1GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 3MS-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 8/1/2021 – 7/31/2022 Note: Year 1 of 3 - Price will remain the same years 2 & 3 barring any additions	225	\$37.32	\$8,397.00
10	ExchOnlnArchGCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 4ES-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 8/1/2021 – 7/31/2022 Note: Year 1 of 3 - Price will remain the same years 2 & 3 barring any additions	225	\$26.52	\$5,967.00
11	O365GCCE1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: U4S-00002 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 8/1/2021 – 7/31/2022 Note: Year 1 of 3 - Price will remain the same years 2 & 3 barring any additions	50	\$78.60	\$3,930.00
12	O365GCCE3fromSA ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-11924 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 8/1/2021 – 7/31/2022 Note: Year 1 of 3 - Price will remain the same years 2 & 3 barring any additions	1000	\$183.72	\$183,720.00
13	PowerAutomateplanGCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: SFR-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 8/1/2021 – 7/31/2022 Note: Year 1 of 3 - Price will remain the same years 2 & 3 barring any additions	5	\$162.12	\$810.60

Subtotal \$318,178.78

Shipping \$0.00

Total \$318,178.78

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI-GSI! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



Pricing Proposal
Quotation #: 20597756
Reference #: EA# 51328804
Created On: 6/10/2021
Valid Until: 6/30/2021

City of Midland

Inside Account Executive

Jennifer Frescaz
P.O. BOX 1152
Midland, Texas 79702
UNITED STATES
Phone: (432) 685-7510
Fax: (432) 686-1699
Email: jfrescaz@midlandtexas.gov

Dakota Haines
1301 South Mo-Pac Expressway
Suite 100
Austin, TX 78746
Phone: 512-770-4469
Fax:
Email: Dakota_Haines@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic Microsoft - Part#: 7NQ-00302 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: - 7/31/2021	32	\$2,591.69	\$82,934.08
2 WinSvrDCCore ALNG LicSAPk MVL 2Lic CoreLic Microsoft - Part#: 9EA-00039 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: - 7/31/2021	149	\$556.65	\$82,940.85
Subtotal			\$165,874.93
Shipping			\$0.00
Total			\$165,874.93

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Change of Reseller

By accurately completing and submitting to Microsoft this Change of Reseller form (hereafter Change of Channel Partner or COCP), Customer is providing to Microsoft written notification of the change. Microsoft will update its records and systems according to the information Customer provides.

By signing below, Customer represents and agrees that:

- Customer has confirmed that the newly appointed Reseller is from a list of authorized Resellers to offer Microsoft Volume Licensing Products.
- To be valid this form must be signed by both the newly appointed Reseller and Customer.
- This form must be sent to Microsoft no later than 10 calendar days after Customer's signature date. A delay may occur in recording this change, from receipt of this notice to the date of the change.
- Customer must notify Microsoft in writing using this form, and no other form of notification will be considered valid.
- Customer must notify the previous Reseller in writing by its own means provided that such notification be served before or no later than the date of signature of this form by Customer.
- Customer agrees that all amounts due before the COCP effective date will be paid to the previous Reseller. On or after the COCP effective date, Customer and the newly appointed Reseller agree that for Microsoft Volume Licensing Products and Services under the Agreements/Enrollments/PO listed below: (1) all corresponding amounts due by Customer will be paid to the newly appointed Reseller, and (2) the newly appointed Reseller will not provide such Products and Services to other entities, including the previous Reseller, for resale or distribution to Customer unless authorized in writing by Microsoft.
- The newly appointed Reseller will be responsible for paying all unreconciled Online Services Reservations even where those reservations were placed under the previous Reseller.
- Customer is responsible for working out all other arrangements related to this change with both the previous Reseller and the newly appointed Reseller, and Customer is responsible for ensuring all obligations to the previous Reseller are met. Customer agrees to hold Microsoft harmless from any disputes arising out of any payment(s) made, or any credit issued, to an incorrect Reseller as a result of this change.
- Other sections of Customer's program documents may be affected by this change. If Customer has designated the Reseller as a contact elsewhere throughout the program documents, those designations must also be updated to reflect this change. Please contact the newly appointed Reseller to change Customer's contact details.
- If the newly appointed Reseller finds any compliance issues relative to the Reseller Agreement with the inherited deals from the prior Reseller, then newly appointed Reseller will raise the concerns to Microsoft within 30 calendar days from the effective change date.

1. **COCP effective date.**

Microsoft will apply the COCP effective date at the end of the prior notice period as defined in the applicable Customer agreement and no later than 90 days after the date of signature of this form by the Customer.

If the parties agree with the previous Reseller to set the COCP effective date at an earlier date, the *Early COCP Effective Date Form* should be completed and signed by both parties and the previous Reseller.

2. Customer information.

Customer	
Name of Entity *	City of Midland, TX
Signature *	Gorgees Estancker
Printed Name *	Gorgees Estancker
Printed Title *	Deputy CIO
Signature Date *	05/12/2022

3. What this change applies to.

Please complete the table below with the contract number(s) of the contract(s) that this change applies to.

- If using this form for Enterprise or Campus contracts, enter Enrolment Number
- If using this form for Select Plus or Select contracts, enter PCN
- If using this form for other programs, enter relevant Agreement Number

Agreement Number OR Enrolment Number OR
Public Customer Number (see above)

63602781

4. Previous Reseller information.

Identify Customer's previous Reseller:

Previous Reseller name*: SHI International Corp.

5. Newly appointed Reseller information.

Identify Customer's newly appointed Reseller:

Reseller name*: SoftwareONE, Inc.

Street address*: 20875 Crossroads Circle, Suite 1

City*: Waukesha **State/Province:** WI **Postal code*:** 53186-4093

Country*: United States

Contact name*: Last Admin, First MS

Phone*: 262-317-5555 **Fax:**

E-mail address*: ms-admin.us@softwareone.com

The undersigned confirms that the Reseller information is correct.

Reseller name* SoftwareONE, Inc.

Signature* MS, Admin

Printed name* MS, Admin

Printed title*

Date*



City Council Meeting

Item Number: 9
Meeting Date: August 23, 2022
To: City Council / City Manager
From: Justine Ruff, Director
Subject: MOTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH COMMEMORATIVE AIR FORCE, INC., TO PROVIDE FOR THE 2022 AIRSHOW AT MIDLAND INTERNATIONAL AIR & SPACE PORT (DISTRICT 4) (AIRPORTS)

Purpose:

Motion authorizing the execution of the 2022 Airsho Agreement between The City of Midland, Texas and the Commemorative Air Force (CAF) at Midland International Air & Space Port.

Recommended City Council Action:

Approve

Fiscal Impact:

N/A

Discussion:

The Commemorative Air Force (CAF), High Sky Wing will use portions of the Airport for staging and conducting the airshow and its ancillary activities. The Airsho will commence Friday, September 9, 2022, and will conclude at approximately 5:30 p.m. Sunday, September 11, 2022. The Federal Aviation Administration (FAA) has approved all necessary waivers and the Transportation Security Administration (TSA) has approved all security measures.

This agreement allows the CAF to host an airshow on Midland International Air & Space Port property, sets required insurance levels as well as requiring emergency response personnel.

Jina Gang

City Manager's Office

**AIRSHOW AGREEMENT BETWEEN THE CITY OF MIDLAND, TEXAS
AND THE COMMEMORATIVE AIR FORCE, INC.**

THIS AGREEMENT, effective the _____ day of August, 2022, by and between the City of Midland, Texas, a home rule municipal corporation of the State of Texas (“City”), and the Commemorative Air Force, Inc., a Texas non-profit corporation (“CAF”);

WITNESSETH:

WHEREAS, City and CAF entered into that certain Lease Agreement dated July 4, 1990, and effective July 1, 1990, hereafter referred to as the “*Lease*,” for the lease of certain land and improvements located at Midland International Air & Space Port, hereafter referred to as the “*Airport*”; and

WHEREAS, Section 8.10 of the Lease requires that CAF conduct at least two air shows at the Airport during each calendar year pursuant to provisions of a written agreement between City and CAF; and

WHEREAS, CAF and City desire to enter an agreement for the conduct of an airshow at the Airport to commence Friday, September 9, 2022, at approximately 7:30 a.m. until approximately 5:30 p.m. Sunday, September 11, 2022, hereafter referred to as the “*Airshow*.” The Airshow shall be governed by The CAF Airshow Ground Operations Plan, submitted by the guidelines of 14 CFR Part 139 Program Policy and Guidance, attached hereto as “Exhibit B.”

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and conditions contained herein, City and CAF hereby agree as follows:

1. USE OF AIRPORT: CAF shall have the right to use the Leased Premises as described in Section 1.01(a) of the Lease, as well as the areas and facilities at the Airport designated by City's Director of Airports ("*Director*") for the purpose of conducting the Airshow.

If conditions are: A defined ceiling of five hundred (500) feet above ground level (AGL) or below, and/or one (1) statute mile in visibility or below, Runway 10/28 and any associated safety areas and protection zones shall be turned back over to City to support commercial arrivals and departures and any emergency aircraft. If the observed conditions are at/below the above criteria prior to 11:00 a.m., the Airshow may be put on hold to see if conditions improve. If conditions are not above these minimums at 11:00 a.m., Local Runway 10/28 shall be turned over to City no later than 12:00 p.m. This is to include all pyrotechnic detonation, cleanup activities, and sufficient time for DOA operations and maintenance personnel to return the runway back to a CFR 139 compliant surface. A request for an extension may be made but must be approved by the Director of Airports or his/her representative.

2. PRESHOW SET-UP: CAF shall be permitted to commence its set-up activities on Airport property not located within the area of the Leased Premises on Tuesday, September 6, 2022, at such times as agreed by Director. A representative of CAF shall be

at the Airport at all times during set-up activities.

3. DESCRIPTION OF AIRSHOW: CAF represents that the Airport will be used solely for the purpose of staging and conducting the Airshow and its ancillary activities. Such flight shall be conducted only northwest of Runway 16 Right/34 Left. Any parachute events shall be northwest of Taxiway "E" and in no case closer than fifty (50) feet from the crowd line. CAF shall not move or operate or permit the movement or operation of any aircraft involved in the performance of the Airshow without qualified safety personnel being present. Such safety personnel shall be provided solely at the cost of CAF.

4. CAF RESPONSIBILITIES: Except as otherwise set forth in this Agreement or as agreed in writing by City, CAF shall be responsible for making all arrangements for the Airshow, but not limited to, the following:

- a. CAF shall be responsible for parking or arranging for the parking of all aircraft which are part of the Airshow and its ancillary activities. CAF shall also be solely responsible for the movement of or arranging for the management of movement and parking of such aircraft while in the parking areas and on aprons at the Airport. All such aircraft parking and movement shall be coordinated in advance with the Director and the Manager of the Air Traffic Control Tower.
- b. CAF shall at its sole expense obtain all licenses, permits, clearances, or

other like authorizations required by any and all Federal, State, or local governmental agencies, including but not limited to the Federal Aviation Administration (FAA), that are necessary for the conduct of an Airshow. CAF shall obtain the appropriate Certification of Waiver or Authorization from the FAA prior to the Airshow and shall at all times be solely responsible for compliance with all provisions of the Waiver. A copy of said Waiver shall be attached to this Agreement as Exhibit “A” and shall be incorporated herein by reference and made a part hereof for all legal purposes.

- c. CAF shall provide for suitable automobile parking areas in such locations as approved by the Director and shall be responsible for all roadway signage and directions of spectators and vehicles to the public parking areas. CAF shall have the option to collect or permit the collection of a fee for such parking at the time the vehicles are being parked. Procedures for direction and control of vehicles on Airport property shall be coordinated with, approved by, and under the direction of the Midland Police Department’s Airport Division (“*Airport Police*”); however, CAF shall be solely responsible for arranging and providing adequate personnel to conduct such parking operations under the direction of the Airport Police.
- d. CAF shall remove or cause the removal of all litter and trash deposited on

Airport property as a result of the Airshow during and immediately after the conclusion of the Airshow or by such time as agreed by the Director.

- e. CAF shall supply portable sanitation facilities, including but not limited to, toilets and trash containers, in sufficient numbers to accommodate those anticipated to attend the Airshow, and will provide the personnel to clean up and remove all facilities installed for the event immediately upon conclusion of the Airshow.
- f. Subject to Section 5, CAF shall be solely responsible for arranging for the hiring of sufficient numbers of commissioned peace officers to provide security, crowd control, and traffic control during the set-up, during the Airshow, and for a reasonable time before and after the Airshow. All security, crowd control, and traffic control activities occurring on Airport property shall be coordinated through and approved by the Director and the Airport Police. At no time during the conduct of the Airshow shall CAF permit the number of police forces required by the Director and/or FAA to secure the crowd line within the AOA or other secured areas of the Airport be permitted to go below the required levels.
- g. CAF shall be solely responsible for obtaining authorization from the appropriate authority to close and/or barricade any public right of way, including any public streets or highways, for purposes of crowd or traffic

control. City does not by entering the Agreement waive any of CAF's obligations with respect to obtaining City's consent to close City rights of way or to otherwise divert the flow and direction of vehicular and pedestrian traffic on City-owned rights of way from the manner designated by City ordinance or other applicable law.

- h. Subject to Section 5, CAF shall be solely responsible for the arranging with City's Fire Chief for the hiring of sufficient numbers of fire fighters, health and medical personnel, and emergency medical technicians (EMT's) or paramedics to be on-site during the Airshow to handle possible fire and/or medical emergencies. CAF shall be solely responsible for providing facilities to serve as first aid stations.
- i. CAF shall be solely responsible for arranging for and supervising all concessions. At no time shall concession vendors be permitted to set up within the AOA or on other City property not within the Leased Premises except as authorized in writing by the Director. CAF shall not permit any vendor to place anchoring or grounding stakes into any pavement. Removal of all concession facilities set up for the Airshow on Airport property not within the Leased Premises shall commence immediately after the conclusion of the Airshow and be completed no later than four (4) hours after the conclusion of the Airshow unless otherwise agreed by the Director.

All concession vendors shall have all required state and/or local health and/or food vending permits visibly displayed within their concession areas. CAF shall not permit any concession vendor to operate on any City-owned property, regardless of location, unless that concession vendor has in its possession all required permits. CAF shall not permit any vendor to place any anchoring or grounding stakes into any pavement within the Leased Premises.

- j. CAF shall not permit any vendor to possess, sell or offer in any manner “dummy” grenades or any other such device that might reasonably cause unnecessary alarm or disrupt the public safety, or result in a response from federal, state or local authorities or emergency personnel. **CAF shall indemnify, defend and hold City harmless from any and all suits or claims for damages, of whatsoever nature, resulting from a vendor’s possession, sale or offering of a device described in this provision and/or any incident, of whatsoever nature, resulting therefrom.**
- k. CAF shall be solely responsible for providing or arranging for the provision of adequate amounts of drinking water and ice to accommodate those attending the Airshow.
- l. CAF shall be solely responsible for arranging for all parties who are to perform in the Airshow.

- m. CAF shall be solely responsible for arranging clean-up of any fluid spills in the AOA on, but not limited to, runways, taxiways, public ramps on or before Monday, September 12, 2022.
 - n. CAF shall be solely responsible for the payment of all costs associated with the carrying out of the obligations and responsibilities described in subparagraphs a. through m. above.
5. MINIMUM EMERGENCY PERSONNEL STAFFING: CAF acknowledges and understands the Airport will be open and operational for commercial traffic during the hours of the Airshow except during the performances of the U.S.A.F. Thunderbirds. CAF further acknowledges and agrees that in order to adequately protect the secured areas of the Airport and to provide for adequate public safety for those attending and participating in the Airshow, a minimum number of qualified off-duty fire/paramedic personnel and qualified off-duty police personnel need to be hired to be within the AOA and other secured areas of the Airport, during the operating hours of the Airshow and for at least two (2) hours before and two (2) hours after the operating hours of the Airshow. In light of the foregoing acknowledgments, CAF shall at all times during the Airshow in which spectators are permitted to access the AOA have onsite no fewer than the following public safety personnel/equipment:
- a. Two (2) ARFF personnel with one (1) ARFF vehicle;
 - b. Two (2) EMS personnel with one (1) ambulance;

- c. One (1) Fire Marshal Office representative;
- d. One (1) ARFF Chief/Supervisor; and
- e. Fifteen (15) Midland Police Officers.

CAF shall be solely responsible for contracting with and paying the above described personnel; provided, however, that in the event CAF fails to hire sufficient numbers of people to provide the above minimum staffing requirements during the hours of operation of the Airshow, City may, at its sole discretion, assign fire and/or police personnel sufficient to maintain the above required levels. CAF shall, within ten (10) days after receipt of an invoice, reimburse City for all costs incurred by City in assigning additional off-duty fire and/or police personnel to work at the Airshow in accordance with this Section, such as costs to include, but not limited to wages, benefits, F.I.C.A., workers compensation insurance, unemployment insurance and retirement fund contributions. Furthermore, **CAF shall indemnify, defend, and hold City harmless from and against any and all claims made by any person hired by CAF to provide medical, fire and/or police protection during the Airshow relating to failure to comply with any federal or state law or regulation governing wage and hour rates, including, but not limited to, the Federal Fair Labor Standards Act.** CAF acknowledges and understands that the staffing level set forth in this Section is a minimum requirement needed to secure the AOA and other secured areas of the Airport used for the Airshow and shall not be construed as a prohibition against CAF hiring additional public safety personnel at CAF's

own discretion; provided, however, that CAF shall hire only additional personnel who have been certified in accordance with the applicable law to perform the duties required by CAF.

6. CITY EQUIPMENT AND PERSONNEL PROVIDED AT CITY'S EXPENSE:

City agrees to provide to CAF for use at the Airshow the following equipment and services at no charge to CAF:

- a. One (1) Midland Fire Department ambulance;
- b. One (1) Midland Fire Department fire engine in addition to those stationed at the Airport;
- c. Additional sweeping of runways, taxiways, and public ramps within the AOA prior to the Airshow to comply with FAA requirements;
- d. Mowing of City-owned areas off the Leased Premises designated by the Director for parking if deemed necessary by City in City's sole discretion; however, parking areas not on City property shall be solely the responsibility of CAF.

Notwithstanding the above, City shall not be liable to CAF if, in the opinion of City's Fire Chief and/or Director of Airports, the equipment and/or personnel described in Section 6(a)-(c) are required in the public interest to be reassigned to perform other duties as the result of a fire or other unforeseen event away from the Airshow site; provided, further that except as agreed by the City Manager, CAF agrees to reimburse City within ten (10) days after invoice for any services or supplies provided by City that are not specifically listed in this Section.

7. INSURANCE:

- a. Liability Coverage: CAF shall purchase additional Airshow liability insurance with a combined single limit coverage in an amount not less than \$10,000,000 per occurrence, which shall remain in full force and effect during the Airshow and shall name City as an additional insured. Such policy shall be endorsed to either (i) waive any alcohol liability exclusion, or (ii) include alcohol liability coverage as provided for in Section 7(d). Such insurance shall not exclude losses and claims related to the operation of non-commercial, privately owned, or experimental aircraft. In addition, CAF shall obtain an endorsement on its insurance policies which shall insure CAF and City against claims made against any Airshow performer or concession vendor resulting from an injury to person or property of any third party caused by the negligent act or omission of said performer or vendor and their respective employees, agents and representatives. CAF further agrees that all non-City owned motor vehicles that CAF or any performer or vendor will utilize within the airport's Aircraft Operating Area shall be covered by automobile liability insurance in the amounts required by the Texas Motor Vehicle Safety Responsibility Act, Chapter 601 of the Texas Transportation Code. All liability insurance shall name City as an additional insured.
- b. Fire Insurance: Unless otherwise provided within the coverage of the

Airshow liability insurance described in Paragraph 7, above, CAF shall purchase fire and casualty insurance with coverage limits at not less than \$100,000, which shall provide coverage for loss or damage to property owned by City or the United States of America, including, but not limited to any buildings, improvements, runways, taxiways, ramps, or gates not located within the Leased Premises, which damage is caused by CAF or any Airshow performer or participant. City shall be named as a loss payee on such policy and the policy shall contain an endorsement waiving the insurance carrier's right of subrogation against City with respect to such damages. All liability insurance shall name City as an additional insured.

- c. Certificates of Insurance: A certificate of insurance evidencing such additional coverage and all required waivers and endorsements shall be provided to the Director no later than ten (10) days prior to the Airshow. If any or all of such certificates of insurance are not provided to the Director prior to the Airshow, the Director may disallow the staging and conducting of the Airshow and its ancillary activities or that portion of the Airshow which does not meet the above described insurance requirements. All certificates of insurance required herein shall name City as an additional insured.
- d. Alcohol Liability Coverage: The requirement of an endorsement on CAF's

policy regarding alcohol liability may be satisfied by the contractor hired by CAF to provide the alcohol service delivering to City a certificate of insurance naming City as an additional insured for the Airshow and indicating alcohol liability coverage in an amount not less than \$1,000,000 combined single limit; provided, however, said contractor has the exclusive rights to serve alcoholic beverages at the Airshow.

8. **INDEMNIFY AND HOLD HARMLESS:** CAF 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 REASONABLE ATTORNEY 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 CAF, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM CAF'S USE OF, OR ACTIVITIES ON, THE AGREEMENT PREMISES, AND CAF SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE

ATTORNEY FEES.

CAF SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING REASONABLE ATTORNEY 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 CAF OR CAF'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 CAF SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF CITY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

9. DAMAGE TO CITY PROPERTY: CAF shall be solely responsible for the cost of repair and/or replacement of City property owned by City, the United States of America,

or any other Airport tenant, including but not limited to any buildings, grounds, improvements, runways, taxiways, ramps, or gates, which are damaged or destroyed by CAF and/or Airshow performers or participants. All such repairs shall be conducted by City and billed, at City's cost, to CAF. For damages of less than \$10,000, CAF shall reimburse City for the costs of repairing such damages within thirty (30) days after presentation of an invoice by City to CAF. Costs in excess of \$10,000, shall be repaid in accordance with a schedule agreed by City, but in any case not later than one year after the date of ordinance. CAF shall not be responsible for damage to runways, taxiways, or ramps, which results through normal wear and tear of such improvements caused by regular Airport operations or damage caused by oversized aircraft directed to the damaged area of the airfield by someone other than CAF or its representatives.

10. 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.

11. ACCESS TO AIRCRAFT OPERATIONS AREAS (AOA) AND OTHER SECURED AREAS: The Director, in consultation with CAF's representative, shall determine which security gate(s) will be used by Airshow participants and spectators for the purpose of entering and leaving the AOA and other secured areas of the Airport. CAF shall be solely responsible for securing the designated gates and for permitting only

persons related to Airshow activities to enter the security gates. Furthermore, CAF shall have a representative on-site at the Airport at all times while Airshow participants and concession vendors are needing access to the Airport's secured areas and shall at no time permit such persons to be unescorted. Not later than ten (10) days prior to the Airshow, CAF shall provide to the Director a list of all organizations or companies providing concessions or other services that need access to the Airport's secured areas. If vehicular or pedestrian access to the Movement Area is required for purposes consistent with this Agreement, CAF acknowledges and agrees to request and coordinate all escorts to the Movement Area with the Department of Airports. All such escort requests must be submitted and approved by the Department of Airports prior to the granting of any access.

12. BROADCAST AND ADVERTISING RIGHTS: CAF shall have exclusive control and supervision of the sales and content of all advertising and all radio, television, broadcasting, or recording and transcription rights, and other media contracts, and shall have the sole right to proceeds derived therefrom.

13. CITY NOT A CO-SPONSOR: CAF understands and agrees that execution of this Agreement by City in no way creates any partnership or joint venture between City and CAF, nor shall City be deemed to be a co-sponsor by virtue of having signed this Agreement. CAF and its members and representatives shall not make any express or implied representation to any person that City is acting as a co-sponsor or is in any way financially or otherwise responsible for the conduct of CAF or the Airshow.

14. FEES FOR ADMISSION AND CONCESSION RECEIPTS: CAF shall have the exclusive right to handle, control, and keep custody of receipts and funds derived from sales for admission to the Airshow, or from any other source in any way connected therewith, and shall have the sole right to all proceeds derived therefrom; provided, however, CAF shall remain liable to collect and pay all lawfully imposed sales taxes.

15. USE OF PYROTECHNICS: CAF shall be permitted to locate and detonate fireworks, dynamite, flashpots, or other incendiary devices (“*Fireworks*”) during the period of the Airshow, on Airport property, after obtaining written approval from the Director of Airports and City’s Fire Marshal, which permission shall not be granted unless: (i) CAF has notified the Director of Airports and City’s Fire Marshal in writing of the location of all Fireworks to be installed for detonation during the Airshow and the time at which the events involving the detonation of Fireworks will occur; (ii) CAF has delivered to City the certificates of insurance indicating the required insurance coverage set forth in Section 7; and (iii) CAF has delivered to the Director of Airports a letter indicating the name of the operator who will supervise the operation of the Fireworks to be installed and detonated as part of the Airshow performance, which letter shall be accompanied by copies of any licenses or permits required by Texas or federal law. CAF shall not locate or detonate, or permit the location or detonation of, any Fireworks in such place or manner as to risk injury to or cause interference with aircraft, runways, taxiways, or aprons or with Airport patrons or personnel. Additionally, CAF shall not locate or

store, or permit the location or storage of, Fireworks within the safety areas of any active runway or taxiway at the Airport. The installation and detonation of all Fireworks to be detonated during the Airshow shall be conducted and/or supervised by a properly licensed pyrotechnic operator if required by Article 5.43-4, Texas Insurance Code, as they relate to the storage, transportation, sale, installation, and display of Fireworks. The pyrotechnic portion of the Airshow shall be immediately suspended upon notification to CAF by proper fire safety authorities of non-compliance with the provisions of the public display permit or any State or federal law or regulation regarding the use of Fireworks on the Airport. CAF shall coordinate the detonation of Fireworks with the Director to ensure scheduled airline operations will continue unimpeded. The Fireworks portion of the Airshow shall be immediately suspended upon notification to CAF by the Director that pyrotechnic activity may impede air carrier operations at the Airport. CAF shall be solely responsible for the location of all above or below ground structures, including but not limited to, water, sewer, gas, or oil pipeline, electric or telephone cable, or other utility cables, which might be detrimentally affected by the detonation of Fireworks in their vicinity. **CAF shall be solely responsible for damage to all structures, whether above or below ground, including buildings, fences, pipelines, utilities, roads, etc., whether publicly or privately owned, caused by the activities related to the Airshow, and shall indemnify, defend, and hold City harmless from claims made by anyone for damage to person or property resulting from the detonation of any fireworks during**

the Airshow. “Fireworks,” as used in this Section, shall also include all items defined as “Fireworks” as that term is defined in Texas Occupations Code §2154.001.

16. NOTICES TO AIRMEN (NOTAMS): CAF shall cooperate with and timely provide all requested information to the Director for the issuance of proper Notices to Airmen (NOTAMS) regarding the closure of the Airport during the flying portion of the Airshow. City, through its Department of Airports, will be the only agency to issue the NOTAMS. **CAF shall coordinate the Airshow in a manner that ensures the Airport will be open and operational for air-carrier traffic during the hours of the Airshow.** CAF also agrees that any aircraft experiencing an emergency situation during the Airshow shall be allowed to use the Airport without hindrance by CAF or its agents/representatives. Nothing in this Agreement shall be construed in a matter permitting CAF or its agents/representatives to control or direct aircraft other than which appear on the daily Airshow schedule.

17. FAA OR TSA VIOLATIONS: CAF shall neither conduct nor permit the conduct of activities related to the Airshow that would compromise the Airport’s compliance with FAA or TSA regulations, or any other applicable laws or regulations. **CAF agrees to indemnify City against civil fines assessed by the FAA or TSA against City for violation of FAA or TSA regulations that result of the acts or omissions of CAF, any of its members, or other participants of the Airshow who are not employees of City acting within the scope of their employment.**

18. ADA REQUIREMENTS: CAF shall be solely responsible for adhering to all requirements stated in the American's Disability Act (ADA) as well as all applicable federal, state and local laws and ordinances.

19. SALES AND AMUSEMENT TAXES: CAF shall be solely responsible for the collection of any sales and/or amusement taxes required by any federal, state or local law, regulation, or ordinance in connection with the sale of admissions and concessions at the Airshow. **CAF agrees to indemnify, defend, and hold City harmless against any suits or claims brought by any governmental entity as the result of non-payment of any such sales or amusement taxes.**

20. RELATIONSHIP TO LEASE: The use of the Airport and the Leased Premises by CAF for the Airshow shall at all times remain subject to the provisions of the Lease, which remains in effect and is no way amended by virtue of the execution of this Agreement.

21. DEFAULT: Failure of CAF to comply with any provision of this Agreement shall constitute an event of default, which shall entitle City to cancel this Agreement, and consequently the Airshow, and to seek such other remedies as may be available to City at law or in equity. Furthermore, an event of default under this Agreement shall constitute an event of default in the Lease and shall entitle City to invoke such remedies as City may have available to it pursuant to Article 15 of the Lease.

22. FUELING OF AIRCRAFT: CAF, its members, invitees and guests shall not be

relieved from the payment of any part of the cost of fuels which constitutes a fuel flowage fee for fuel purchased by and/or distributed by CAF, its members, invitees, or guests; however, City agrees that CAF and its members shall be relieved of payment to City of any part of the cost of fuel constituting a fuel flowage fee for fuel used in operating historical military aircraft and ground vehicles participating in the Airshow for a period commencing September 4, 2022, until September 14, 2022. Fuel provided to CAF members for aircraft not performing in the Airshow are not exempt from the fuel flowage fee. CAF shall not self-fuel nor permit the self-fueling of any aircraft except aircraft owned by CAF. CAF shall not permit any party who does not have a current Airport fueling agreement to enter the Leased Premises or the Airport to perform fueling operations for any aircraft. CAF shall contract with a third party, fixed-base operator at the Airport that has a current Airport Fueling Agreement with City to provide fueling services for CAF's members, employees, and invitees, which contract will at all times be subject to said Airport Fueling Agreement. CAF shall not permit the fueling of any aircraft to be operated at the Airport by any person who has not been properly certified and tested by the Department of Airports or the FAA to perform fueling services at the Airport.

23. SEVERABILITY: If any of the provisions of this Agreement shall be held illegal, invalid, or otherwise unenforceable, the remainder of the Agreement shall not be affected thereby and shall be read as if the invalid portion were not part of this Agreement.

24. GOVERNING LAW AND VENUE: The laws of the State of Texas shall govern, construe, and enforce all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have been performed 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.

25. ENTIRE AGREEMENT; WRITTEN AMENDMENTS: This Agreement contains the entire understanding between the parties hereto and supersedes all other oral and written agreements or understandings between them. No modification or addition hereto or waiver of cancellation of any provisions hereof shall be valid except by a written instrument signed by both parties.

26. RELEASE: **NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CAF 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 THAT CAF HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF**

CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

27. SPECIAL PERFORMANCE FOR SEPTEMBER 9, 2022: City understands and agrees that CAF may conduct a brief aeronautical performance on Friday, September 9, 2022, from 9:30 a.m. until 12:30 p.m. for special guests of CAF. Except for the actual flying activities, no activities shall be permitted to occur outside the Leased Premises. CAF agrees that all provisions of this Agreement shall be applicable and in effect for the performance on Friday, September 9, 2022, except for Section 4(f)-(h) and Section 5. CAF shall be responsible for coordinating with the Midland Air Traffic Control Tower Manager regarding the time the performance will occur and the permitted area of operations.

28. REMOVAL OF AIRSHOW EQUIPMENT AND FACILITIES: All CAF equipment and facilities shall be removed from non-leased areas by 1700L on Monday, September 12, 2022.

29. ATTORNEY'S FEES: **BY EXECUTING THIS AGREEMENT, CAF 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. CAF SPECIFICALLY AGREES THAT IF CAF 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, CAF AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH CAF MIGHT OTHERWISE BE ENTITLED.

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

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

30. INDEPENDENT CONTRACTOR: It is expressly understood and agreed that CAF shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that CAF shall have 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 City and CAF, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and CAF. No person performing any of the work and services described hereunder by CAF shall be considered an officer, agent, servant or employee of City. Further, it is specifically understood and agreed that nothing in this contract is intended or shall be construed as creating a "Community or Pecuniary Interest" or "An Equal Right of Control," which would give rise to vicarious liability. CAF 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 CAF's work. CAF

shall assume exclusive responsibility for the work. CAF is entirely free to do the work in its own way.

31. 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. AS IS LANGUAGE: BY EXECUTING THIS AGREEMENT, CAF

AGREES AND ACKNOWLEDGES CAF IS LEASING THE LEASED PREMISES **AS-IS WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY, EXPRESS OR IMPLIED BEING MADE BY CITY, THAT THE LEASED PREMISES ARE FIT FOR A PARTICULAR PURPOSE.** CAF ACKNOWLEDGES, BY EXECUTING THIS AGREEMENT, THAT CAF IS NOT RELYING UPON ANY REPRESENTATION MADE BY CITY WITH RESPECT TO THE CONDITION OF THE LEASED PREMISES, BUT IS RELYING UPON CAF'S EXAMINATION OF THE LEASED PREMISES. CAF ALSO RECOGNIZES BY EXECUTING THIS AGREEMENT, THAT CAF IS AGREEING TO ACCEPT THE LEASED PREMISES **AS-IS**, THAT CAF AGREES TO MAKE CAF'S OWN APPRAISAL OF THE LEASED PREMISES AND TO ACCEPT THE RISK THAT CAF MAY BE WRONG. CITY GIVES NO ASSURANCES, EXPRESS OR IMPLIED CONCERNING THE VALUE OR CONDITION OF THE LEASED PREMISES. IN NO

EVENT SHALL CAF HAVE A RIGHT TO RECOVER CONSEQUENTIAL DAMAGES. THEREFORE, CAF SHALL TAKE THE LEASED PREMISES UNDER THE EXPRESS UNDERSTANDING THE LEASED PREMISES ARE ACCEPTED **AS-IS AND WITH ALL FAULTS**, EXCLUDING EXPRESS OR IMPLIED WARRANTIES.

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, CAF or its legal representative, shall give the City Manager notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one hundred and 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 CAF will settle, the physical and mailing addresses of CAF at the time and date the claim was presented and the physical and mailing addresses of CAF for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom CAF 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 CAF that CAF'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, CAF's failure to comply with the requirements herein shall perpetually bar CAF'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. CAF agrees that the requirements of this Agreement are reasonable.

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

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by persons duly authorized, on the day and year first written above.

CITY OF MIDLAND, TEXAS

Robert Patrick, City Manager

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Justine Ruff, Director of Airports

THE COMMEMORATIVE AIR
FORCE, INC.

Steven Buss, VP Membership

THE STATE OF TEXAS

§

§

COUNTY OF _____

§

BEFORE ME, the undersigned authority, on this day personally appeared STEVEN BUSS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of COMMEMORATIVE AIR FORCE, INC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2022.

Notary Public in and
for the State of Texas

CAF AIRSHO 2022

FAA Waiver

Exhibit "A"

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
CERTIFICATE OF WAIVER

ISSUED TO

Commemorative Air Force High Sky Wing
Gena Linebarger, Responsible Person
Mobile 432-528-0997 Email: iblast4fun@grandecom.net

ADDRESS

P.O. Box 61064
Midland, Texas 79711

This certificate is issued for the operations specifically described hereinafter. No person shall conduct any operation pursuant to the authority of this certificate except in accordance with the standard and special provisions contained in this certificate, and such other requirements of the Federal Aviation Regulations not specifically waived by this certificate.

OPERATIONS AUTHORIZED

TYPE OF OPERATION: MIDLAND AIRSHOW WILL CONSIST OF AEROBATIC DEMONSTRATIONS, MILITARY DEMONSTRATIONS AND FLY-BYS.

AERA OF OPERATION: AIRSPACE WITHIN A FIVE NAUTICAL MILE RADIUS OF MIDLAND INTERNATIONAL AIR & SPACE PORT FROM THE SURFACE TO 17,500 FEEL MSL FROM N31 56' 54", W102 12' 34"

LIST OF WAIVED REGULATIONS BY SECTION AND TITLE

See Attachment A

STANDARD PROVISIONS

1. A copy of the application made for this certificate shall be attached to and become a part hereof.
2. This certificate shall be presented for inspection upon the request of any authorized representative of the Administrator of the Federal Aviation Administration, or of any State or municipal official charged with the duty of enforcing local laws or regulations.
3. The holder of this certificate shall be responsible for the strict observance of the terms and provisions contained herein.
4. This certificate is nontransferable.

NOTE— This certificate constitutes a waiver of those Federal rules or regulations specifically referred to above. It does not constitute a waiver of any State law or local ordinance.

SPECIAL PROVISIONS

Common Special Provisions Nos. 1 to 21; air show provisions 1 to 22; pyro provisions 1-5, inclusive, are set forth on attachment B. pages.

This certificate is effective from 0930-1230 September 9, 2022, 1100-1630 September 10-11, 2022. All times local.

BY DIRECTION OF THE ADMINISTRATOR

SW REGION
August 1, 2022

Aaron L. Robinson
MANAGER, LBB FSDO

FAA Form 7711-1 (7-74)

DISTRIBUTION:

Applicant, MAF Aprt Mngr, MAF ATCT, AFSS

ISSUED TO: Gena Linebarger, Commemorative Air Force High Sky Wing 432-528-0997, cell 817-705-5817

DATE ISSUED: August 1, 2022; Amendment 0

VALID: Sep 9th 0930-1230; Sep 10th 1100-1630; & Sep 11th 1100-1630, 2022

ISSUED BY: PACKET Lubbock FSDO 800-858-4115, 806-740-3806; 806-740-3869

August 23, 2022

COORDINATION: Applicant, MAF Aprt Mngr, MAF ATCT, AFSS

ATTACHMENT A

WAIVED REGULATIONS BY SECTION AND TITLE

This Certificate of Waiver constitutes a waiver of only those regulations stated, to the degree and for the period specified in the certificate. The Certificate of Waiver does not constitute a waiver of any state law or local ordinance. Should the proposed operation conflict with any state law, local ordinance, or required permission of local authorities or property owners, it shall be the applicant's responsibility to resolve the difficulty. The provisions of the waiver shall apply, regardless of the statements contained in the application for Certificate of Waiver. The waiver shall be considered void; upon completion of the authorized schedule of events, or at the latest time shown on the face of the Certificate of Waiver, whichever occurs earlier. The air show will consist of only those maneuvers or events specified in Item 14 of the application, or in an attachment to the Application for Certificate of Waiver.

Definition of the Waiver Area:

The listed regulations are waived, to the extent specified by this document, only for operations within the airspace described as follows: Airspace within a 5 nautical mile radius of the Midland International Air & Space Port (KMAF) from the surface to 17,500 feet Mean Sea Level (MSL). Located N31° 56' 54" W102° 12' 34"

Regulations Waived:

The following regulations are waived as follows:

FAR 91.107(a)(2) May operate without each person on board being notified to fasten safety belt and shoulder harness.

FAR 91.107(a)(3) May operate without each person occupying an approved seat and without a safety belt and shoulder harness being secured about each person.

FAR 91.117(a) May operate at speeds greater than 250 KIAS below 10,000 feet MSL.

FAR 91.117(b) May operate at speeds greater than 200 KIAS at or below 2,500 feet above the surface within 4 nautical miles (NM) of the primary airport of a Class C or Class D airspace area.

FAR 91.117(c) May operate beneath Class B airspace at a speed in excess of 200 knots (230 mph).

FAR 91.119(b) Minimum altitudes over congested areas for nonaerobatic flight at not less than an altitude of 200 feet above the highest obstacle along an FAA-approved ingress/egress route to and from the aerobatic area within 3 NM radius of the designated show center and no lower than 500 feet above designated spectator areas (authorized military teams only).

FAR 91.119(c) Minimum safe altitude over other than congested areas, except not closer than 500 feet to persons on the surface.

ISSUED TO: Gena Linebarger, Commemorative Air Force High Sky Wing 432-528-0997, cell 817-705-5817
DATE ISSUED: August 1, 2022; Amendment 0
VALID: Sep 9th 0930-1230; Sep 10th 1100-1630; & Sep 11th 1100-1630, 2022
ISSUED BY: PACKET Lubbock FSDO 800-858-4115, 806-740-3809, 806-740-3869

August 23, 2022

FAR 91.121(a) Each person operating an aircraft may maintain the cruising altitude or flight level of that aircraft by reference to an altimeter that is set to zero feet when the aircraft is on the ground.

FAR 91.127(a) Aircraft operating on or in the vicinity of an airport in Class E airspace need not comply with § 91.126(b)(1).

FAR 91.127(b) Aircraft departing an airport in Class E airspace need not comply with any traffic patterns established for that airport in part 93.

FAR 91.127(c) “Communications” is waived to allow participating aircraft to operate within Class E/waivered airspace via appropriate communications with the official air show control point. Except when otherwise authorized by agreement between the Air Traffic Control Tower and the waiver holder, the usual required communications for arrival and departure at a tower-controlled airport still apply.

FAR 91.130(b) “Traffic Patterns” is waived to allow participating aircraft to operate in Class C/waivered airspace without adhering to FAA arrival and departure traffic patterns.

FAR 91.130(c) “Communications” is waived to allow participating aircraft to operate in Class C/waivered airspace via appropriate communications with the official air show control point. Except when otherwise authorized by agreement between the Air Traffic Control Tower and the waiver holder, the usual required communications for arrival and departure at a tower-controlled airport still apply.

FAR 91.130(d) “Equipment Requirements” is waived to allow participating aircraft to operate in Class C/waivered airspace without adhering to the applicable equipment requirements specified in § 91.215.

FAR 91.155 “Basic VFR Weather Minimums” is waived to allow operations in waived airspace in accordance with applicable special provisions and FAA Order 8900.1, Volume 3, Chapter 6, Section 1, subparagraphs 3-144A1)b), 3-145E9), and 3-154I.

FAR 91.303(c) Aerobatic Flight: Within the lateral boundaries of the surface areas of Class B, C, D, and E airspace designated for an airport.

FAR 91.303(d) Aerobatic Flight: Within 4 NM of the center line on any Federal airway.

FAR 91.303(e) Aerobatic Flight: Below an altitude of 1,500 feet above the surface.

FAR 91.515(a)(1) Large or turbine-powered aircraft less than 1,000 feet above the surface.

ATTACHMENT B

Special Provisions

Common Special Provisions.

Failure to comply with any standard or special provision is a violation of the terms of this Certificate of Waiver (CoW) or Certificate of Authorization (CoA) and justification for cancellation of this Certificate and constitutes a violation of Title 49 of the United States Code Section(s) 44711(A)(2)(B) and/or 44711(A)(5).

1. The FAA has the authority to cancel or delay any or all acts or events if the safety of persons or property on the ground or in the air, are in jeopardy or there is a violation of the terms of the CoW.
2. Russel Royce, or the Air Boss will ensure that notification is made to the Leidos Flight Service Station (AFSS) 1-817-541-3474, 817-490-6649 (fax), of the date, time, place, demonstration areas, altitudes, nature of the activity, and duration of the operation and request that a Notice to Airmen (NOTAM D or TFR) be issued.
 - a. Such notice shall be accomplished by providing the controlling flight service station (FSS) with a copy of the CoW, at least 48 hours before the event and no more than 72 hours before the event.
 - b. A Class D NOTAM is issued for the entire aviation event. Class D NOTAM verification is required.
3. Gena Linebarger, named in Item 2 on FAA Form 7711-2 must ensure that participants are thoroughly briefed on special field rules, the established demonstration area, flying display area, and aerobatic box (other defined areas within the waived/authorized airspace), manner and order of events, and special provisions of the CoW or CoA, before beginning the activities each day.
 - a. No person may participate in any event listed on the CoW unless that person has signed a statement acknowledging receipt of a briefing on the provisions of the CoW.
 - b. For team performances, only the team leader is required; however, a delegate may represent the team leader, provided the person is a pilot member of the team. The team leader or delegate must brief each member of the team and will provide the name of each person on the team he/she will brief before the performance
4. All civil aircraft and pilots participating in the aviation event shall provide the requested data to establish qualifications and airworthiness to the event organizer and if required be available for FAA inspection at the time and place agreed upon by Gena Linebarger and the FAA IIC.

NOTE: FAA Checklists, Status Forms, and Job Aids can be used to gather data in advance to establish performer qualifications and aircraft airworthiness.

NOTE: CoW special provisions never supersede aircraft airworthiness operating limitations. Pilots should review their aircraft operating limitations prior to participating in an aviation event to ensure they are familiar and can comply with the requirements as specified.
5. For civil aircraft, only required flight crewmembers by type design, safety pilots as listed in FAA Order 8900.1, Volume 3, Chapter 6, or those persons required to participate in the demonstration (wing walkers, stunt persons, participants integral to the performance, and those conducting safety related functions) will be carried on any aircraft engaged in demonstrations authorized by this CoW.

ISSUED TO: Gena Linebarger, Commemorative Air Force High Sky Wing 432-528-0997, cell 817-705-5817
 DATE ISSUED: August 1, 2022; Amendment 0
 VALID: Sep 9th 0930-1230; Sep 10th 1100-1630; & Sep 11th 1100-1630, 2022
 ISSUED BY: PACKET Lubbock FSDO 800-858-4115, 806-740-3809 937 806-740-3869

August 23, 2022

Additional crewmembers or essential personnel may not participate without specific approval by Gena Linebarger or air boss, and the IIC.

6. No demonstrations shall be authorized or scheduled when a suspension of airport traffic or diversion of other aircraft traffic would cause a hardship to scheduled air carrier operations.
7. A control point shall be established where the certificate holder or responsible person shall direct the demonstration. Gena Linebarger shall be continuously available to the FAA IIC or designated representative and is the person designated as responsible for the overall safety of the event.
8. Supersonic and/or trans-sonic speeds are prohibited.
9. Adequate communication capability (electronic and visual) must be provided to maintain a safe operation, to control spectators, and to advise participants that the aerial demonstration has been halted or canceled. During a Military Jet Team performance (engine start to shut-down) the Air Boss, IIC, and team member communicating with the team lead must all be in direct communication.
10. A crowd line consisting of a physical barrier and/or adequate policing shall be provided to confine the spectators to designated areas. The spectator areas shall have well-defined lateral boundaries.
11. The demonstration shall be halted for any reason that is in the interest of safety. It shall also be halted when unauthorized aircraft enter the demonstration area, or when unauthorized persons or vessels enter the area underlying the flying display area/aerobatic box.
Only the minimum number of essential personnel necessary to support operations will be authorized in the flying display areas/aerobatic box.
 - a. The holder of the CoW, Gena Linebarger assumes responsibility for the security of areas where unauthorized personnel and aircraft are not authorized access and for compliance with the aviation event security plan.
 - b. The FAA IIC has the responsibility to make the holder of the CoW, Gena Linebarger aware of any identified safety concerns and if necessary, has the authority for canceling or delaying any or all acts if it is deemed necessary in the interest of safety.
12. Aircraft engines shall not be started and aircraft shall not be taxied in designated spectator areas or static display areas unless adequate measures are taken to protect the spectators.
 - a. Unguarded engine run areas where engines and propellers are turning must be at least 100 feet from the spectator area. In areas where aircraft with rotors turning must be at least 200 feet from the spectator area. These distances are measured from the critical wingtip, tail, tail rotor, or rotor-blade.
 - b. In guarded areas where engines and propellers are turning, the aircraft must be at least 50 feet from the spectator area. In areas where rotors are turning, the rotorcraft must be at least 100 feet from the spectator area. These distances are measured from the critical wingtip, tail, tail rotor, or rotor-blade. All aircraft must be guarded by wing walkers, marshalls, and either crowd monitors or barriers that prevent entry by unauthorized personnel.
13. In lieu of placing a large "X" on the runways to indicate the airport is closed, the control point may have spotters dedicated to detection of non-participating aircraft encroaching on the waived airspace. In the event that communications cannot be established with the encroaching aircraft, operations will be suspended until the aircraft either departs the area or lands and clears the active runways.

ISSUED TO: Gena Linebarger, Commemorative Air Force High Sky Wing 432-528-0997, cell 817-705-5817
DATE ISSUED: August 1, 2022; Amendment 0
VALID: Sep 9th 0930-1230; Sep 10th 1100-1630; & Sep 11th 1100-1630, 2022
ISSUED BY: PACKET Lubbock FSDO 800-858-4115, 806-740-3809

August 23, 2022

14. Gena Linebarger, will ensure that roads and buildings under the specified flying display area/aerobatic box are devoid of vehicular and pedestrian traffic and/or persons in accordance with security plan in attachment F.
15. The following facilities shall be provided and readily available in accordance with the submitted emergency response plan at the demonstration site. Fire truck, Ambulance, Crash Rescue Vehicle/Paramedic, Marine Unit and police vehicles will be provided as included in the emergency response plan in attachment F.
16. Aircraft equipped with operable ejection seats, ballistic parachutes, ballistic seat belts, on-board pyro technics, or jettisoned tanks must be identified as such to the event organizer and on-site crash rescue services. Information describing how to extricate each performer shall be provided to the on-site crash rescue services prior to the first performance.
17. Persons or aircraft not appearing on the CoW application and subsequently added to the CoW or CoA may not participate without specific approval by the responsible person or air boss, Gena Linebarger, and the IIC. Proof of appropriate qualifications for crewmember(s), and an airworthy aircraft is required before the performance can be conducted at that event site. If applicable, the appropriate category show line must be established for that aircraft before the performance can be conducted at that event site.
18. In the event that a performance involves aircraft operating in the vicinity of parachutists, whether in free- fall or under deployed canopies, all pilots and the jump master or team leader of the parachutists involved shall be present at the aviation event safety briefing. The responsible person, Gena Linebarger, or Air Boss shall ensure that each participant understands the details of the performance which shall include, at the minimum, the following information:
 - a. The number of jumpers performing,
 - b. The types of and/or colors of parachutes,
 - c. The exit altitude and deployment altitude,
 - d. The planned flight path prior to exit, as well as, the descent area of the jump aircraft,
 - e. The number, make(s)/model(s) and color of the aircraft involved, and
 - f. Procedures to be used in the event of an unexpected occurrence.
19. Unmanned Aerial Systems (UAS) Demonstrations are not authorized under this CoW.
20. Rocket Demonstrations are not authorized under this CoW.
21. Parachute Demonstrations are authorized under this CoW when a CoA is issued and included as attachment # J501 of this CoW authorizing the demonstration in accordance with all required special provisions and policy.

ISSUED TO: Gena Linebarger, Commemorative Air Force High Sky Wing 432-528-0997, cell 817-705-5817
DATE ISSUED: August 1, 2022; Amendment 0
VALID: Sep 9th 0930-1230; Sep 10th 1100-1630; & Sep 11th 1100-1630, 2022
ISSUED BY: PACKET Lubbock FSDO 800-858-4115, 806-740-3809; 806-740-3869

August 23, 2022

Air show special provisions:

1. All civil pilots who perform aerobatics and dynamic maneuvering must possess:
 - a. A valid FAA Form 8710-7, Statement of Acrobatic Competency, or Transport Canada Aviation (TCA), Form 26-0307, Statement of Aerobatic Competency. All limitations and endorsements on the form will be adhered to including altitude restriction for the entire performance.
2. All civil aircraft pilots must show evidence of performing or practicing their performance(s) within the previous 45 days.
3. All civil aircraft pilots that perform formation dynamic maneuvering or aerobatics must ensure the following requirements are met:
 - a. The members of the aerobatic team must comply with practice requirements of the applicable FAA accepted RIO ACE Program; and
 - b. All persons conducting formation dynamic maneuvering or aerobatics must have demonstrated or substantiated their skills as a team and have the formation dynamic maneuvering or aerobatics notation placed on their SAC.

Note: An air show performance conducted under a CoW issued for an “air show” is never counted as a practice.

Note: This evidence of performing or practicing can be a logbook endorsement, a written statement, or by noting this on the Participants Safety Briefing Signature Page for Aviation Event. The required practice or performance must be in the same aircraft make and model and the same maneuvers that will be performed at this event.

4. All military pilots must have command approval and FAA approval to conduct a demonstration in accordance with an approved maneuvers package.
5. Civilian pilots who wish to conduct Standard formation flight in airspace issued a CoW for an aviation event must possess a valid industry formation credential acceptable to the FAA.
6. A fly-by can be performed by a single aircraft, by aircraft in formation, or by aircraft in trail, along show lines at a minimum horizontal distance of not less than 500 feet from spectator area(s), congested areas, or occupied buildings; and in accordance with the conditions established in the following table:

FLYBY REQUIREMENTS AND LIMITATIONS

FLYBY. A pass or a series of passes, performed by one or more aircraft while in the flying display area before an invited open air assembly of persons at an aviation event while a CoW for an aviation event is in effect. A flyby is not considered part of a performer’s maneuvering sequence and therefore must be performed in accordance with requirements listed below.

SAC – Statement of Aerobic Competency, FAA Form 8710-7 17. DMF – Dynamic Maneuvering–Formation 18. DMS – Dynamic Maneuvering–Solo 19. AF – Aerobatics–Formation 20. AS – Aerobatics–Solo	Formation Credential – FAST/FFI: • FAST – Formation and Safety Training • FFI – Formation Flying, Inc.
---	---

Air Show Special Provisions

Category Aircraft CAT I CAT II CAT III	Minimum Aircraft Category Show Line CAT III – 500 feet	Limitations
CAT I/II/III Aircraft – Solo ➤ Standard Maneuvering–Solo ➤ Dynamic Maneuvering–Solo ➤ Aerobatic Maneuvering–Solo	CAT III	➤ Standard Maneuvering–Solo No Credential Required: Pitch $\leq 60^\circ$ and/or Bank $\leq 75^\circ$ Altitude ≥ 100 feet AGL Airspeed ≤ 300 kts IAS ➤ Dynamic Maneuvering–Solo SAC with DMS endorsement: Pitch $\leq 60^\circ$ and/or Bank $\leq 90^\circ$ Altitude: SAC-DMS Level II or higher ≥ 100 feet AGL Airspeed: SAC-DMS Level II or higher – No limitation (supersonic not authorized) ➤ Aerobatic Maneuvering–Solo SAC with AS endorsement: Pitch $> 60^\circ$ and/or Bank $> 75^\circ$ Altitude: SAC-AS Level I or higher – No limitation

ISSUED TO: Gena Linebarger, Commemorative Air Force High Sky Wing 432-528-0997, cell 817-705-5817
DATE ISSUED: August 1, 2022; Amendment 0
VALID: Sep 9th 0930-1230; Sep 10th 1100-1630; & Sep 11th 1100-1630, 2022
ISSUED BY: PACKET Lubbock FSDO 800-858-4115, 806-740-3809, 806-740-3869

August 23, 2022

		Airspeed: SAC-AS Level I or higher – No limitation (supersonic not authorized)
CAT I/II/III Aircraft – Formation ➤ Standard Maneuvering–Formation	CAT III	➤ Standard Maneuvering–Formation FAST or FFI Formation Credential: Pitch $\leq 45^\circ$ and/or Bank $\leq 60^\circ$ Altitude ≥ 250 feet AGL

Air Show Special Provisions

➤ Dynamic Maneuvering–Formation ➤ Aerobatic Maneuvering–Formation		Airspeed ≤ 250 kts IAS Formation separation is not authorized in the flying display area (see subparagraph 3-145D1)) ➤ Dynamic Maneuvering–Formation SAC with DMF endorsement: Pitch $\leq 60^\circ$ and/or Bank $\leq 75^\circ$ Altitude: SAC DMF Level II or higher ≥ 250 feet AGL Airspeed: SAC DMF Level II or higher – No limitation (supersonic not authorized) ➤ Aerobatic Maneuvering–Formation SAC with AF endorsement: Pitch $> 60^\circ$ and/or Bank $> 75^\circ$ Altitude: SAC-AF Level I or higher ≥ 250 feet AGL Airspeed: SAC-AF Level I or higher – No limitation (supersonic not authorized)
--	--	---

ISSUED TO: Gena Linebarger, Commemorative Air Force High Sky Wing 432-528-0997, cell 817-705-5817
DATE ISSUED: August 1, 2022; Amendment 0
VALID: Sep 9th 0930-1230; Sep 10th 1100-1630; & Sep 11th 1100-1630, 2022
ISSUED BY: PACKET Lubbock FSDO 800-858-4115, 806-740-3809, 806-740-3869

August 23, 2022

All Aircraft: ➤ Maneuvering sequence may not be interrupted to perform a flyby. ➤ Flyby may only be performed before or after the sequence is completed. ➤ No abrupt maneuvers between the corner markers may be performed along the Category III show line. ➤ Flyby must be conducted in accordance with subparagraph 3-147L. ➤ Supersonic flight not authorized.	Military Aircraft: ➤ Sanctioned military demonstration teams with an FAA-approved maneuvers package must comply with the limits approved. ➤ All other military pilots must comply with the flyby requirements and limitations.
--	---

NOTE: Per § 91.117(d), if the minimum safe airspeed for any particular operation is greater than the maximum speed required by § 91.117(a through c), the aircraft may be operated at that speed.

7. For the purpose of this event, the definition of aerobatic flight contained in 14 CFR § 91.303 is waived.
8. The following aircraft attitudes will be considered **Aviation Event Maneuvering**. Maneuvers performed while participating in accordance with the provisions of a CoW for an aviation event. Maneuvers performed at an aviation event require different levels of endorsement and are categorized and defined below:
 - a. Aerobatic Maneuvering. Requires Statement of Aerobatic Competency (SAC) with an aerobatic maneuvering endorsement.
 - i. In a solo flight, aerobatic maneuvering is when the pitch attitude of the aircraft is greater than 60 degrees above or below the horizon and/or the angle of bank is greater than 75 degrees in reference to the horizon.
 - ii. In a formation flight, aerobatic maneuvering is when the pitch attitude of an aircraft is greater than 60 degrees above or below the horizon and/or the bank angle is greater than 75 degrees to the horizon.
 - b. Dynamic Maneuvering. Requires SAC with a dynamic maneuvering endorsement.
 - i. In a solo flight, dynamic maneuvering includes abrupt maneuvering, crossing maneuvers, and opposing maneuvers. The pitch and bank limitations are when the pitch attitude of the aircraft is less than or equal to 60 degrees above or below the horizon and/or the bank angle is less than or equal to 90 degrees in reference to the horizon.
 - ii. In a formation flight, dynamic maneuvering includes formation separation, formation configuration/position changes, rejoins, crossing maneuvers, and opposing maneuvers. The pitch and bank limitations are when the pitch attitude of the aircraft is less than or equal to 60 degrees above or below the horizon and/or the bank angle is less than or equal to 75 degrees in reference to the horizon.

NOTE: Solo maneuvers conducted after a formation has separated may be performed within the Dynamic Maneuvering–Solo limitations.

ISSUED TO: Gena Linebarger, Commemorative Air Force High Sky Wing 432-528-0997, cell 817-705-5817
 DATE ISSUED: August 1, 2022; Amendment 0
 VALID: Sep 9th 0930-1230; Sep 10th 1100-1630; & Sep 11th 1100-1630, 2022
 ISSUED BY: PACKET Lubbock FSDO 800-858-4115, 806-740-3800, 806-740-3869

August 23, 2022

- c. Standard Maneuvering. Formation flight requires an industry formation credential.
- In a solo flight, standard maneuvering includes non-abrupt maneuvering and flybys. The pitch and bank limitations are when aircraft pitch attitude of the aircraft is less than or equal to 60 degrees above or below the horizon and/or the bank angle is less than or equal to 75 degrees in reference to the horizon.
 - In a formation flight, standard maneuvering includes non-abrupt maneuvering, flybys, formation configuration/position changes, and missing-man formation, and the flight may not separate inside the flying display area, except to break for landing or flyby. The pitch and bank limitations are when the aircraft pitch attitude of the aircraft is less than or equal to 45 degrees above or below the horizon and/or the bank angle is less than or equal to 60 degrees in reference to the horizon.

Aviation Event Maneuvering Chart

SAC – Statement of Aerobatic Competency FAA Form 8710-7				Formation Credential - FAST/FFI:			
- DMF - Dynamic Maneuvering - Formation - DMS - Dynamic Maneuvering- Solo - AF – Aerobatics- Formation - AS – Aerobatics - Solo				- FAST – Formation and Safety Training - FFI - Formation Flying Inc.			

Formation Maneuvering				Solo Maneuvering			
	Standard Maneuvering	Dynamic Maneuvering	Aerobatic Maneuvering		Standard Maneuvering	Dynamic Maneuvering	Aerobatic Maneuvering
FAST/FFI	Pitch ≤45° and/or Bank ≤60°			No Credential	Pitch ≤60° and/or Bank ≤75°		
SAC + DMF		Pitch ≤60° and/or Bank ≤75°		SAC + DMS		Pitch ≤60° and/or Bank ≤90°	
SAC + AF			Pitch >60° and/or Bank >75°	SAC + AS			Pitch >60° and/or Bank >75°

9. Repositioning Turns.

- Return to the Flying Display Area/Aerobatic Box.** Conducting repositioning turns having an energy vector directed towards the primary spectator area, and in accordance with subparagraph 3-147L, made for the purposes of returning to the flying display area or aerobatic box to realign with the appropriate category aircraft show line, must be completed as follows:
 - Civilian performers. Pilots who hold a SAC with an Aerobatic endorsement (Solo or Formation) and flying Category III or Category I and Category II ex-military fighters are permitted to perform repositioning turns for the purposes of returning to the flying display area or aerobatic box using a maximum of 120 degrees of bank and 90 degrees of pitch when above 500 feet AGL and not over designated spectator areas or congested areas.

ISSUED TO: Gena Linebarger, Commemorative Air Force High Sky Wing 432-528-0997, cell 817-705-5817
 DATE ISSUED: August 1, 2022; Amendment 0
 VALID: Sep 9th 0930-1230; Sep 10th 1100-1630; & Sep 11th 1100-1630, 2022
 ISSUED BY: PACKET Lubbock FSDO 800-858-4115, 806-740-3806, 806-740-3869

August 23, 2022

- ii. Pilots who hold a SAC with a Dynamic Maneuvering–Solo endorsement are permitted to perform repositioning turns using a maximum of 90 degrees of bank and 60 degrees of pitch when above 500 feet AGL when not over designated spectator areas or congested areas. Formation not authorized.
- iii. Military jet demonstration teams and single-ship demonstration teams for the purposes of returning to the flying display area or aerobatic box:
- iv. Military demonstration teams with accepted maneuvers packages are permitted to exceed a maximum of 120 degrees of bank and 90 degrees of pitch; Pitch and bank angles must not exceed standard operating procedures prescribed for the specific aircraft; and Inverted flight is not authorized below 1,500 feet AGL and not over congested areas or spectator areas.

c. Inside the Flying Display Area/Aerobatic Box. When it is not practical to leave the flying display area or aerobatic box in between segments of a flight performance, repositioning turns that have an energy vector directed towards the primary spectator area, in accordance with subparagraph 3-147L, and are made for the sole purpose of remaining in the flying display area and realigning with the appropriate Category show line are permitted in accordance with the following:

- i. Pilots who hold a SAC with an Aerobatics–Solo or Dynamic Maneuvering–Solo endorsement are permitted to perform repositioning turns and/or clearing turns to a maximum 90 degree bank. Pilots who hold a SAC with a Dynamic Maneuvering–Formation endorsement can perform repositioning turns using up to 75 degrees of bank. Pilots who hold an industry formation credential can perform repositioning turns using up to 60 degree angle of bank.
- ii. The turns are carried out without abrupt control inputs during the portion of the turn when the aircraft is directing energy at the crowd.
- iii. The turns are conducted in a manner to ensure the aircraft remains beyond the appropriate distance for their show line category (i.e., 500 feet for Category III; 1,000 feet for Category II; 1,500 feet for Category I).

- 10. Sequences/performances that contain dynamic maneuvering and aerobatic maneuvers must be initiated, performed, and completed at or above the altitude listed in the limitations on the SAC.
- 11. A show line (man-made or natural) clearly visible to the performers/pilots shall be provided to assist them in compliance with the approved distances from the spectator area(s). The show line will include a clearly visible (from 200 feet AGL at 200 KIAS) show center marker and corner markers that are 500 feet beyond the spectator areas along the crowd line to provide reference to pilots entering or leaving the flying display area.
- 12. Except when authorized during takeoff or landing, aircraft that operate at speeds of 156 knots or less and certain other Category III aircraft shall perform no closer than 500 feet horizontally from the spectator area[s]. Any single reciprocating-engine airplane, regardless of speed, with a maximum certificated gross weight of no more than 2,250 lbs. is also a Category III aircraft.

NOTE: The dimensions of the aerobatic area for Category III aircraft may vary. It only needs to be large enough to provide sufficient space for Cat III performers to complete their aerobatic maneuvers within it. The only requirement that may not be altered is that the minimum distance from each side

of this aerobatic area to the primary and secondary spectator areas respectively may not be less than 500 feet at any time.

13. Except when authorized during takeoff or landing, aircraft that operate at speeds of more than 156 knots but 245 knots or less shall perform aerobatic maneuvers no closer than 1,000 feet horizontally from a single spectator area. If two spectator areas are used, the show lines may be no less than 800 feet from one spectator area and no less than 1,000 feet from any other designated spectator area.

Note: The dimensions of the aerobatic area may vary. It only needs to be large enough to provide sufficient space for Cat II performers to complete their aerobatic maneuvers within it. The only requirement is that the minimum distance from each side of this aerobatic area to the primary and secondary spectator areas respectively may normally not be less than 1000 feet. This distance may be reduced only on one side only of the Cat II aerobatic area to no less than 800 feet from either the primary or secondary spectator areas

14. Except when authorized during takeoff or landing, aircraft that operate at speeds of more than 245 knots shall perform aerobatic maneuvers no closer than 1,500 feet horizontally from a single spectator area. If two spectator areas are used, the show line may be no less than 1,200 feet from one of the designated spectator areas, and no less than 1,500 feet from any other designated spectator area. Single Cat I airplanes or the center of formation flights of Cat I airplanes must be centered on this show line.

NOTE: Applicable to Category I, II, and III showlines. For reciprocating engine powered airplanes, these distances are predicated on true airspeed in straight and level flight at 75 percent power at standard temperature and pressure (15°C/sea level) and maximum certificated gross weight. For turbine engine powered airplanes, the distances are based on 85 percent of the maximum continuous powered straight and level flight true airspeed at standard temperature, pressure, and maximum certificated gross weight. Any turbine engine powered airplane for which valid performance data acceptable to the FAA is not available will be required to perform on or beyond the Category I show line

15. Gena Linebarger will make every effort to discourage secondary spectator areas. Secondary spectator areas cannot be located under the aerobatic box/flying display area. Flight over the secondary spectator area is permitted by all civilian and military air show performers when the following conditions are met:
 - i. Minimum altitude must be no lower than 500 feet above the spectators.
 - ii. Until the aircraft reaches an altitude of 500 feet, flight will be non-maneuvering and wings level in a normal climb.
 - iii. For rockets, flight over secondary spectator area is prohibited.
 - iv. UAS operations are not authorized unless authorized by the Administrator.
16. Flight demonstrations shall not be conducted during the day unless the ceiling is at least 1,500 feet, and the visibility is at least 3 statute miles at the time of the demonstration. The FAA IIC may adjust the minimum ceiling and visibility requirements at his/her discretion, if 14 CFR Section 91.155 is waived, but no less than 1,000 feet and 3 statute miles if:

- a. Except for North American military performers, aerobatic maneuvers are conducted by Category III aircraft only within an operations area having a diameter of no more than 2 statute miles; and
 - b. Originally scheduled aerobatic maneuvers are not modified or conducted in close proximity to the surface as a result of the reduced weather conditions.
 - c. 14 CFR Section 91.155 is waived, the cloud separation may be reduced to "Clear of Clouds" by the IIC
 - d. No other reductions in weather requirements shall be made. (Ref. 3-154)
17. Air Show Maneuvers Toward Primary Spectator Area-Prohibited. Maneuvers that put the aircraft in an aerobatic attitude while the energy vector of the aircraft is directed at the primary spectator area between the corner markers are prohibited.
- a. Aerobatic maneuvers, that in the event of a catastrophic failure, a part of the aircraft would contact the surface at or inside the primary spectator area between the corner markers are prohibited. Maneuvers of this type include inverted flight, pulling to the vertical, and loops where the energy vector is directed at the primary spectator area during the maneuver.
 - b. Rocket launches conducted inside the aerobatic box that, in the event of a catastrophic failure might result in a part of the rocket contacting the surface inside the primary spectator area between the corner markers, are prohibited.
18. Air Show Maneuvers Toward Primary Spectator Area- Permitted Maneuvers—No Approval Required.
- The following maneuvers are permitted without any additional approval:
- a. Aerobatic maneuvers by a single aircraft, by multiple aircraft, or aircraft in formation in which the aircraft, but not the actual energy vector, is momentarily pointed towards the primary spectator area. For example, a spinning maneuver that has the energy vector of the aircraft directed toward the ground, but may briefly have the nose of the aircraft directed at the crowd, will be permitted. Similarly, a humpty-bump maneuver in which the direction of the aircraft is briefly directed at the crowd when the aircraft has nearly zero air speed is also permitted. Maneuvers of this type include spins, tail slides, torque rolls, humpty-bumps, and flops, as well as hammerhead turns and tumbles or lomcevak's whose flightpaths are parallel to the show reference line.
 - b. High energy maneuvers such as minimum radius turns (maximum of 90 degrees of bank) by a single aircraft on the appropriate show line for the aircraft category in accordance with the following:
 - Category III aircraft—maximum altitude of 250 feet,
 - Category II aircraft—maximum altitude of 300 feet, and
 - Category I aircraft—maximum altitude of 500 feet.
 - c. Non-aerobatic maneuvers by a single aircraft, by multiple aircraft, or aircraft in formation with an energy vector directed towards the primary spectator area provided the aircraft/UAS remains beyond the appropriate show line for aircraft category (i.e., 500 feet for Category III; 1,000 feet for Category II; 1,500 for Category I)
 - d. Non-aerobatic formation maneuvers (e.g., flybys) that may direct momentary, but not sustained, energy toward the primary spectator area, except during any formation separations, formation

ISSUED TO: Gena Linebarger, Commemorative Air Force High Sky Wing 432-528-0997, cell 817-705-5817
 DATE ISSUED: August 1, 2022; Amendment 0
 VALID: Sep 9th 0930-1230; Sep 10th 1100-1630; & Sep 11th 1100-1630, 2022
 ISSUED BY: PACKET Lubbock FSDO 800-858-4115, 806-740-3809, 806-740-3869

August 23, 2022

configurations/position changes, or rejoins. This does not apply to non-aerobatic formation maneuvers conducted in accordance with established FAA policy.

- e. Flight over the spectator areas in accordance with established FAA policy.
 - f. Repositioning turns in accordance with established FAA policy.
 - g. All other maneuvers that do not direct an energy vector at the primary spectator area.
 - h. Class 1 rocket launches in accordance with established FAA policy.
19. Spectator areas may not be closer than 500 feet from any takeoff and landing runway when the approach speed (V_{ref}) of any aircraft exceeds 100 knots and/or for any aircraft that has a certificated gross weight of more than 50,000 pounds. This also includes Airplanes, gyroplanes, and helicopters conducting excessive, non-aerobatic maneuvers on takeoff or landing (car-top landing/comedy acts). Aircraft with and both an approach speed (V_{ref}) of 100 knots or less and a certificated gross weight of 50,000 pounds or less and UAS (> 55 pounds) shall be required to use a runway that is at least 300 feet from the spectator area. Powered parachute (aircraft/ultralight) and UAS (< 55 pounds) shall be required to use a runway that is at least 100 feet from the spectator area.
- a. If ALL aircraft and ultra-lights in an air show have approach speeds of less than 60 knots, and certificated gross weight of less than 2,500 pounds, and there is no excessive maneuvering during takeoff or landing, spectators may be as close as 200 feet to the takeoff or landing runway.
 - b. Car-top landings: only those performers with a current and valid SAC and a car-top landing endorsement with a 300-foot limitation are authorized to maneuver non-aerobatic, take off, and land at a minimum of 300 feet from spectators, congested areas, or occupied buildings when a hard prepared surface is available and a similar surface is not available at 500 feet.
 - c. These distances can be measured to the runway centerline for single aircraft operations, in which case the aircraft are expected to operate on the runway centerline. For formation takeoffs/landings, this distance shall be measured to the runway edge.
20. For the U.S. Air Force Thunderbirds and Heritage Flights, U.S. Navy Blue Angels, and Canadian Snowbirds approved maneuvers include level or climbing (normal rate) non-aerobatic flight over any spectator no less than 500 feet above the highest point in the primary spectator areas. All other performers must be at or above 1,000 feet above the highest point in the primary spectator areas.
21. Any maneuver or speed approved by AFS-800 in the FAA approved maneuvers package or FAA accepted military order are permitted if performed as approved. These may be exceptions to FAA Order 8900.1, Volume 3, Chapter 6. For US Military Jet Teams, flight below 500 feet AGL over occupied buildings is permitted in the transition areas depicted in their maneuvers package. Low altitude ingress and egress routes below 500 feet AGL require FAA IIC approval.
- a. FAA IIC approval has been granted.

ISSUED TO: Gena Linebarger, Commemorative Air Force High Sky Wing 432-528-0997, cell 817-705-5817
DATE ISSUED: August 1, 2022; Amendment 0
VALID: Sep 9th 0930-1230; Sep 10th 1100-1630; & Sep 11th 1100-1630, 2022
ISSUED BY: PACKET Lubbock FSDO 800-858-4115, 806-740-3806/4806-740-3869

August 23, 2022

22. An arrival demonstration is not authorized unless an advance member of the US Military Jet Team has been briefed on the show line and pertinent special provisions of the CoW. This information must be relayed to the team leader before the arrival demonstration.

Ground-Based Pyrotechnics Special Provisions

1. Ground-based pyrotechnics shall not be placed on and/or detonated in any safety area(s) defined by 14 CFR part 139, §139.309, and described in the airport certification manual if any certificated air carrier or commercial operator will be conducting revenue operations on the adjacent airport movement area(s) during the time period beginning when ground-based pyrotechnics are installed and ending when the ground-based pyrotechnics have been expended and/or safely removed and secured.
2. For all other public use airports, ground-based pyrotechnics shall not be placed on and/or detonated in any safety area(s) as defined in AC 150/5300-13, Airport Design, Tables 3-1, 3-2, or 3-3, as appropriate, if any non-participating aircraft will be operating on the adjacent airport movement area(s) during the time period beginning when ground-based pyrotechnics are installed and ending when the ground-based pyrotechnics have been expended and/or safely removed and secured.
3. If non-participating aircraft operations will be restricted to provide adequate separation from ground-based pyrotechnics to assure the safety of the aircraft relative to the use of ground-based pyrotechnics, the restricted movement plan must be approved by the airport manager and/or other appropriate official(s).
4. The placement and planned use of ground-based pyrotechnics must be thoroughly reviewed in the event participants' briefing as required by special provision 3.
5. The placement and planned use of ground-based pyrotechnics must be approved by the airport manager and/or other appropriate official(s).

Note: Consult with airport manager on location of airport safety areas.

ISSUED TO: Gena Linebarger, Commemorative Air Force High Sky Wing 432-528-0997, cell 817-705-5817
DATE ISSUED: August 1, 2022; Amendment 0
VALID: Sep 9th 0930-1230; Sep 10th 1100-1630; & Sep 11th 1100-1630, 2022
ISSUED BY: PACKET Lubbock FSDO 800-858-4115, 806-740-3809, 806-740-3869

August 23, 2022

ATTACHMENT C
Aviation Event Application FAA Form 7711-2

ISSUED TO: Gena Linebarger, Commemorative Air Force High Sky Wing 432-528-0997, cell 817-705-5817
DATE ISSUED: August 1, 2022; Amendment 0
VALID: Sep 9th 0930-1230; Sep 10th 1100-1630; & Sep 11th 1100-1630, 2022
ISSUED BY: PACKET Lubbock FSDO 800-858-4115, 806-740-3809; 806-740-3869

9:50

August 23, 2022

ATTACHMENT D**PARTICIPANT SAFETY BRIEFING SIGNATURE PAGE FOR AVIATION EVENTS**

1. AVIATION EVENT/LOCATION: _____
2. DATE: _____
3. RESPONSIBLE PERSON: _____
4. AIR BOSS: _____
5. FAA IIC: _____
6. OTHER: _____

PARTICIPANTS:

I have read and/or been briefed on this document and fully understand the procedures, requirements, and limitations of the Certificate of Waiver and/or Certificate of Authorization (CoW/A) and all of its special provisions.

I attended the safety briefing required for today's aviation event.

[insert for airshows] I have performed or practiced my performance(s) within the previous 45 days and in accordance with FAA Order 8900.1 (Vol. 3 Ch. 6 Sect. 1).

[insert for airshows] The team leader signs as official team representative and lists all team members who will be performing today, be briefed, met proficiency requirements, and perform in accordance with FAA Order 8900.1 (Vol. 3 Ch. 6 Sect. 1).

FULL NAME (PRINTED) *[add team name]	SIGNATURE	AIRCRAFT REGISTRATION #

Briefing Sign In Sheet
Ver 10042018

Page 1

ISSUED TO: Gena Linebarger, Commemorative Air Force High Sky Wing 432-528-0997, cell 817-705-5817
DATE ISSUED: August 1, 2022; Amendment 0
VALID: Sep 9th 0930-1230; Sep 10th 1100-1630; & Sep 11th 1100-1630, 2022
ISSUED BY: PACKET Lubbock FSDO 800-858-4115, 806-740-3809 951 806-740-3869

August 23, 2022

Attachment F

Airport Emergency Plan

ISSUED TO: Gena Linebarger, Commemorative Air Force High Sky Wing 432-528-0997, cell 817-705-5817
DATE ISSUED: August 1, 2022; Amendment 0
VALID: Sep 9th 0930-1230; Sep 10th 1100-1630; & Sep 11th 1100-1630, 2022
ISSUED BY: PACKET Lubbock FSDO 800-858-4115, 806-740-3809; 806-740-3869

9.52

August 23, 2022

CAF AIRSHO 2022

Ground OPS Plan



Midland International Air & Space Port

City of Midland Department of Airports CAF Airsho Ground Operations Plan

Introduction

This Ground Operations Plan demonstrates complete compliance with CFR 14 Part 139.343, Noncomplying conditions:

Unless otherwise authorized by the Administrator, whenever the requirements of subpart D of this part cannot be met to the extent that uncorrected unsafe conditions exist on the airport, the certificate holder must limit air carrier operations to those portions of the airport not rendered unsafe by those conditions.

The provisions contained herein address items specific to Commemorative Air Force (CAF) Airsho 2022. This plan will not supersede any guidelines contained within the Midland International Air & Space Port's (MAF) approved Airport Certification Manual (ACM). Airport personnel will comply with the provisions of the ACM in the conduct of their duties during this event.

Event

The Commemorative Air Force High Sky Wing wishes to conduct an airshow and ancillary activities on Friday, September 9th, 2022, Saturday, September 10th, 2022, Sunday, September 11th, 2022. Pre-show setup will begin on Tuesday, September 6th, 2022.

Airport Certification Safety Inspector (ASCI) consideration

Midland International Air & Space Port is certificated under 14 CFR Part 139.

Airline Operations

There will be airline operations during portions of the airshow, between acts, and before and after setup. Airline operations will be conducted on Runway 16R/34L and access to the Terminal shall not be obstructed at any time. The airshow crowd will be separated from the Air Carrier Ramp by a Midland Police Department checkpoint. Runway and taxiway usage shall be per NOTAM(s) issued for the airshow.

Aircraft Rescue and Firefighting (ARFF) Capability and Special Emergency Response Procedures

The Midland Fire Department will ensure the availability of suitable equipment and personnel during the airshow. ARFF will maintain the required personnel and index per Part 139 throughout the event. Additional emergency response personnel exclusive to the airshow is at the Midland Fire Department Chief and the MAF ARFF Chiefs discretion.

**Positions exclusive to the airshow may be filled by members of the Volunteer Fire Station*

A Hazardous Material (HAZMAT) Plan is in place to address potentially dangerous chemicals utilized during the airshow. These materials include the CAF's diesel fuel and blasting caps used during pyrotechnic displays. Diesel fuel will be stored in a tanker truck and all blasting caps are stored in an ATF approved magazine located at the MAF Bunkers.

Airport Emergency Plan (AEP) Contingencies

In the event of an accident or disaster, the MAF Airport Emergency Plan (AEP) will be activated. Response to an aircraft incident during the airshow is expected to be identical to any other incident.

Temporary Arresting Gear Installed in a Runway Safety Area

No Temporary Arresting System will be utilized during Airsho 2022.

Integrity of Runway Safety Areas, Taxiways, and Object Free Areas

In the event that a Military Flight Demonstration Team is performing at the airshow, a centroid placement will be utilized. The centroid placement will include three (3) anchored tarps placed 1,000 feet north of the Runway 10/28 centerline and outside of the Runway Safety Area (See Diagram #1). Tarps will be placed at the following locations two (2) days prior to the commencement of airshow activity:

- North of Runway 10/28, directly north of the Runway 10 number designation
- North of Runway 10/28, approximately 1,500 feet from the approach end of Runway 10
- North of Runway 10/28, approximately 5,000 feet from the approach end of Runway 10 and west of Taxiway 'Z'

Airport Maintenance personnel and equipment will be available to restore any safety areas damaged during airshow activities.

Pyrotechnic Devices

Pyrotechnic devices will be stored in an ATF approved magazine located at the MAF Bunkers. At no time shall the CAF be allowed to locate, store, or permit the location or storage of fireworks, dynamite, flashpots, or any other incendiary devices within their leasehold. All pyrotechnic devices will be detonated during the show in a predetermined detonation area north of Runway 10/28 at show center (See Diagram #1).

The pyrotechnic devices will be placed prior to the commencement of the airshow and shall be fully detonated prior to its conclusion. Only licensed pyrotechnic experts and fire department personnel will be allowed access to the detonation area. The aforementioned personnel will gain access to the detonation area utilizing the Perimeter Road, and only after passing through a Midland Police Department checkpoint (See Diagram #1).

Runway and taxiway safety areas will be inspected by Airport Operations at the conclusion of pyrotechnic activities. Any discrepancies located during this inspection will be corrected before the associated surface is available for use.

Temporary Closures of Runways and Taxiways

The following surfaces will be closed via NOTAM(s) during Airsho 2022:

- Runway 10/28 (except airshow traffic during waver times)
- Taxiway 'E' and Taxiway 'A'
- West 100 feet of Taxiway 'P' between Runway 10/28 and Taxiway 'H'

A NOTAM will be issued to close MAF to all general aviation traffic during the airshow. Only airshow and airline aircraft will be allowed to utilize the airport each day during the applicable waiver times (See Diagram #3).

Movement Area Maintenance

No aircraft or vehicle will be permitted to park on open movement area surfaces. Aircraft and vehicles will be allowed to park adjacent to Taxiway 'P' north of Taxiway 'H'. A physical barrier will be placed at this location and adequately policed to ensure no unauthorized access.

Fueling Operations

The CAF shall contract with a third party to provide all fueling services. Fueling operations will occur in designated areas on the North Ramp and the CAF Ramp. All fueling will take place after a minimum 100 foot perimeter crowd line has been established or when the ramp is sterile.

Public Protection

Spectators will be confined to designated areas by physical barriers which will remain continuously monitored by authorized personnel; all spectator areas will have well-defined lateral boundaries. An increased number of public safety personnel will be placed along these boundaries to prevent individuals from entering the movement area (See Diagrams #1 and #2).

Airshow aircraft will utilize all taxiways during the event. The primary crowd line runs parallel to Taxiway 'A' and will not be subject to jet blast hazards. Any areas that may potentially be affected by jet blast will be monitored by aircraft marshals and addressed on a case-to-case basis.

Special Self Inspections

Airport Operations personnel will conduct any and all necessary inspections of the airfield before, during, and immediately following the airshow. The Commemorative Air Force Air Boss will allow reasonable and timely access to airfield surfaces to facilitate these inspections. If Airport Operations personnel are unable to ensure the safety of airfield surfaces they will be closed to all traffic until such a time as they are inspected and declared safe.

Airshow Ground Vehicle Operations

Qualified Airport Operations and Airport Maintenance personnel will conduct all escorts for personnel requiring access to the movement area before, during, and after the airshow. The only additional vehicles authorized to enter the movement area are those operated by the Midland Fire Department and Midland Police Department. All other vehicle operators, including those operating on behalf of the Commemorative Air Force, must be under the escort of an authorized vehicle operator.

Portions of Taxiway 'A' along with the entirety of Runway 10/28 and Taxiway 'E' will be closed for airshow setup in order to prevent any vehicle or pedestrian incursions. These surfaces will remain closed until all takedown, clean up, and repair operations are complete following the airshow.

Impact to Navigational Aids (NAVAIDS)

MAF does not anticipate any changes to airport marking, lighting, or NAVAIDS to accommodate for the airshow.

Notice to Airmen (NOTAMS)

The Commemorative Air Force will provide the Director of Airports any and all information necessary for the issuance of proper Notices to Airmen (NOTAMS). NOTAM(s) will be issued regarding the closure of MAF during flying portions of the airshow. The City of Midland Department of Airports is the only agency authorized to issue and/or cancel these NOTAM(s). The Commemorative Air Force must coordinate airshow activities to ensure all scheduled or unscheduled airline operations are allowed to continue unimpeded throughout the duration of the event. The Department of Airports, in coordination with the Commemorative Air Force, agrees that any aircraft experiencing an emergency situation during the timeframe of the airshow will be allowed to use the airport facilities without hindrance.

Mitigation of Wildlife Hazards

Wildlife activity on the airfield is seasonal and difficult to predict. Pilots will be notified of any potential wildlife related complications during a pre-show briefing. In order to further reduce wildlife attractants, the CAF shall remove or cause the removal of all litter and trash deposited on airport property as a result of the airshow immediately following the conclusion of the event.

Sample NOTAM(S)

The following are examples of the NOTAM(s) that are expected to be issued for the airshow. NOTAM times are taken from waivers and subject to change. All NOTAM(s) will be issued seven days prior to the date of activation.

Tuesday (9/6/22 @ 0800L through 9/12/22 @1730L)

- !MAF XX/XXX MAF TWY E, TWY A BTN TWY A RUNUP PAD AND TWY P CLSD 2209671300-2209122230

Thursday (9/8/22 @ 0800L through 9/12/21 @ 1730L)

- !MAF XX/XXX MAF TWY P BTN TWY H AND RWY 10/28 CLSD EXC TAX EAST 100 FT 2209081300-2209122230

Friday (9/9/22 @ 0930L-1230L)

- !MAF XX/XXX MAF AD AIRPORT CLSD EXC ACR/AIRSHOW ACFT 2209091430-2209091730
- !MAF XX/XXX MAF TWY A BTN APCH END RWY 10 AND TWY A RUNUP PAD CLSD EXC AIRSHOW ACFT 2209091430-2209091730
- !MAF XX/XXX MAF RWY 10/28 CLSD EXC TAX 2209091430-2209112230***
- !MAF XX/XXX MAF AIRSPACE PJE WITHIN AREA DEFINED AS 3NM RADIUS OF MAF SFC-XXXXFT 2209091430-2209091730**

Saturday (9/10/22 @1130L-1730L)

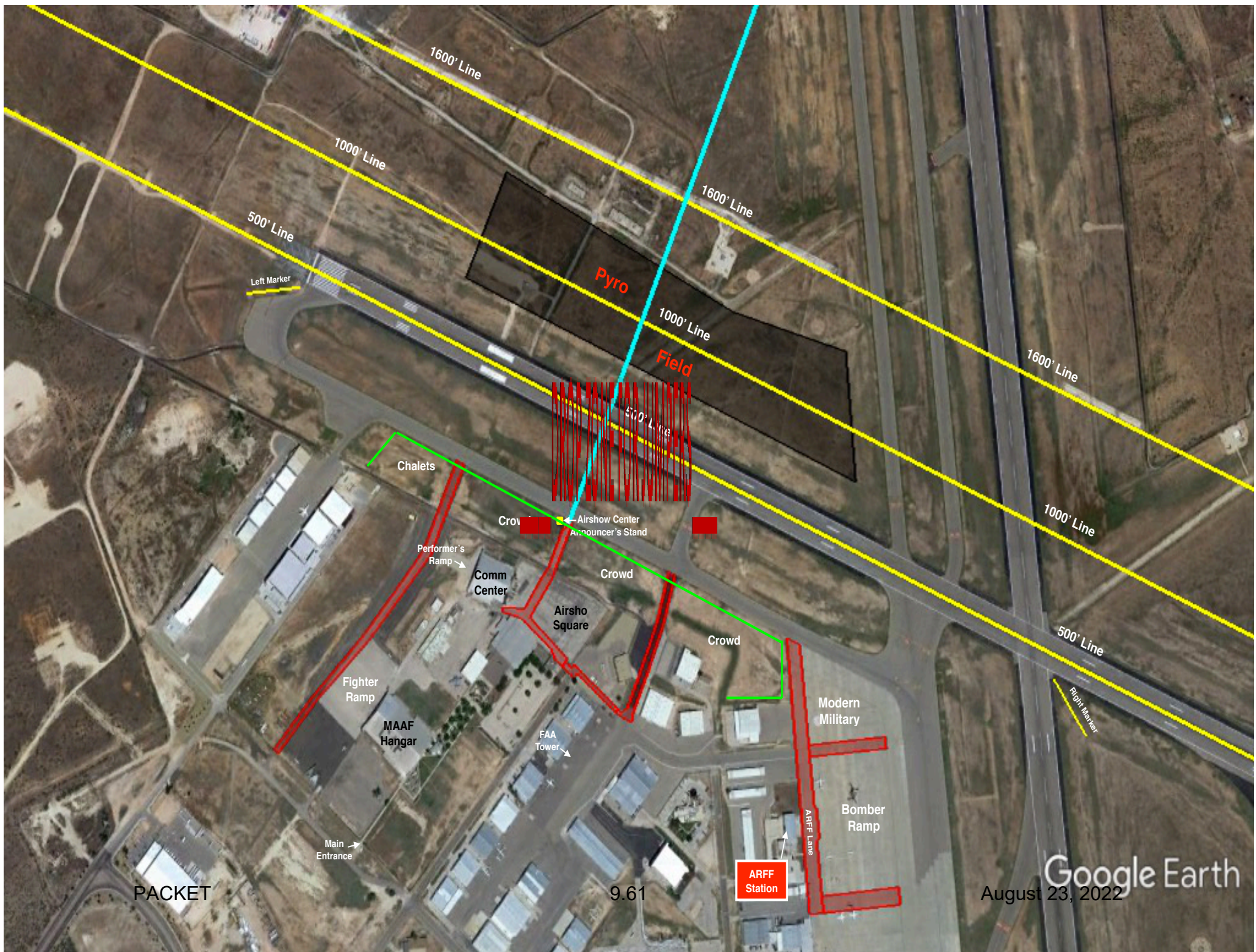
- !MAF XX/XXX MAF AD AIRPORT CLSD EXC ACR/AIRSHOW ACFT 2209101630-2209102230
- !MAF XX/XXX MAF TWY A BTN TWY A RUNUP PAD AND APCH END RWY 10 CLSD DLY 1630-2230 2109111630-2109122230
- !MAF XX/XXX MAF AIRSPACE PJE WI AN AREA DEFINED AS 3NM RADIUS OF MAF SFC-1500FT AGL 2209101630-2209112230**

Sunday (9/11/22 @1130L-1730L)

- !MAF XX/XXX MAF AD AIRPORT CLSD EXC ACR/AIRSHOW ACFT 2209111630-2209112230
- !MAF XX/XXX MAF AIRSPACE PJE WITHIN AREA DEFINED AS 3NM RADIUS OF MAF SFC-XXXXFT 2209111630-2209112230**

***Only issued if para jumpers will be participating*

****If conditions allow, Runway 10/28 will be reopened between shows*

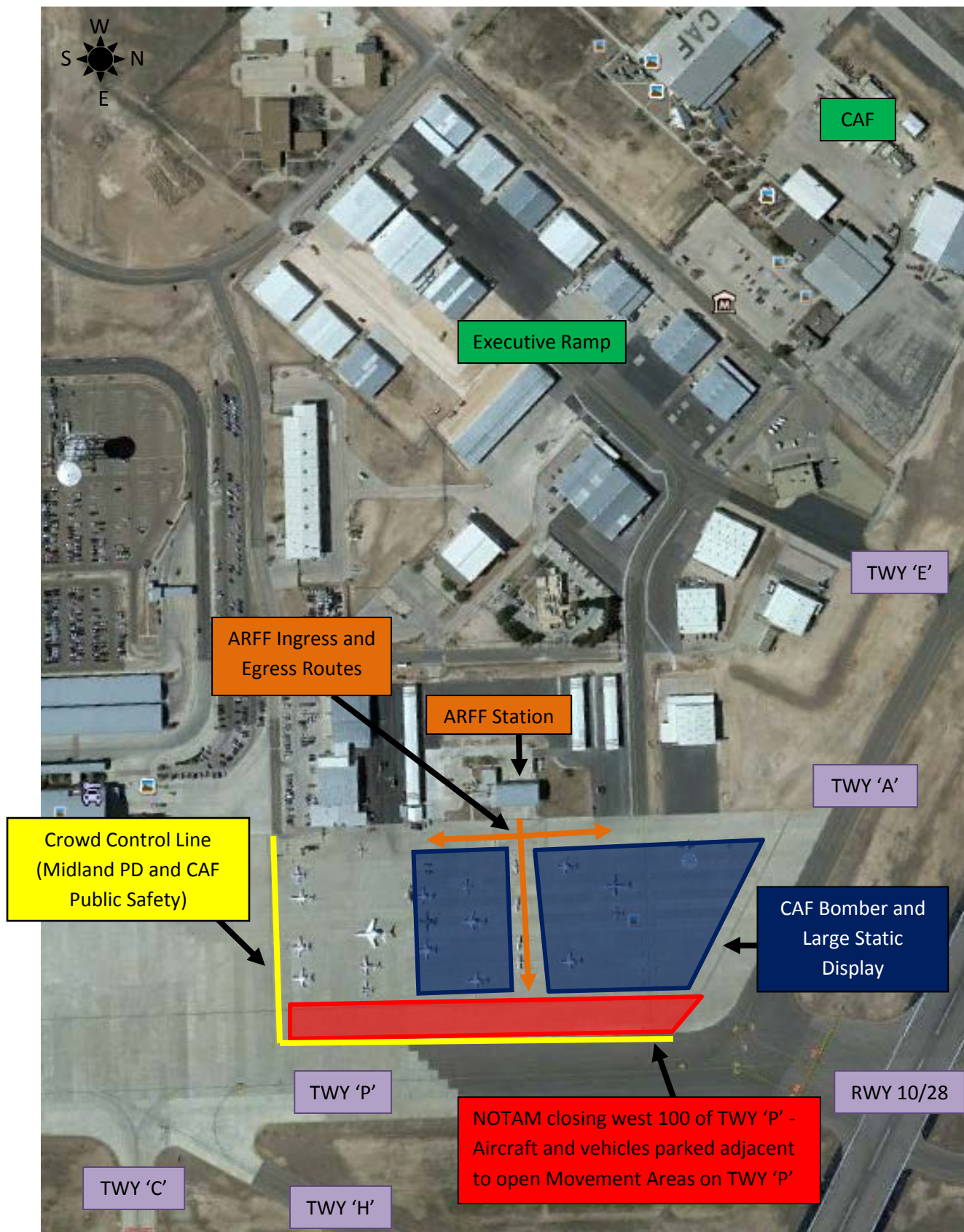


PACKET

9.61

ARFF
Station

Google Earth
August 23, 2022





Closed except Taxi
Friday through Sunday

Open during non-waiver
times

Barricades

Taxiway closures

PACKET

9.63

August 23, 2022



City Council Meeting

Item Number: 10
Meeting Date: August 23, 2022
To: City Council / City Manager
From: Tina Jauz, Assistant City Manager
Subject: RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND THE UNIVERSITY OF TEXAS OF THE PERMIAN BASIN, AS AUTHORIZED BY CHAPTER 791 OF THE TEXAS LOCAL GOVERNMENT CODE, TO ADVERTISE OR PUBLICIZE THE CITY OF MIDLAND FOR THE PURPOSE OF DEVELOPING NEW AND EXPANDED BUSINESS ENTERPRISES (DISTRICT: ALL) (CITY MANAGER)

Purpose:

The Board of Directors of the Midland Development Corporation approved at a regular meeting on August 1, 2022 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:

\$578,600.00

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 four previous years of the Midland Entrepreneurial Challenge (2017, 2018, 2019,

2021).

Marino Williams Jr.

Robert Patrick

City Manager's Office

RESOLUTION NO. _____

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND THE UNIVERSITY OF TEXAS OF THE PERMIAN BASIN, AS AUTHORIZED BY CHAPTER 791 OF THE TEXAS LOCAL GOVERNMENT CODE, TO ADVERTISE OR PUBLICIZE THE CITY OF MIDLAND FOR THE PURPOSE OF DEVELOPING NEW AND EXPANDED BUSINESS ENTERPRISES

WHEREAS, the Midland Development Corporation authorized the execution of an interlocal agreement with the University of Texas of the Permian Basin to advertise or publicize the City of Midland for the purpose of developing new and expanded business enterprises; and

WHEREAS, the City Council finds it to be in the public interest to approve an interlocal agreement between the Midland Development Corporation and the City of Midland for said purpose;

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

THAT the interlocal agreement between the Midland Development Corporation and the University of Texas of the Permian Basin is hereby approved. Said agreement being in a form substantially similar to that of Exhibit A, which is attached hereto and incorporated herein for all purposes.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Robert Patrick, City Manager

APPROVED AS TO FORM ONLY:

John Ohnemiller, City Attorney

INTERLOCAL AGREEMENT

BETWEEN

THE UNIVERSITY OF TEXAS OF THE PERMIAN BASIN AND MIDLAND DEVELOPMENT CORPORATION

This Interlocal Agreement (the “**Agreement**”), is made and entered into this 23rd day of August, 2022, between the University of Texas of the Permian Basin (“**UTPB**”), and the Midland Development Corporation (“**MDC**”), an economic development corporation existing under the authority of Chapter 504 of the Texas Local Government Code, pursuant to Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, regarding the Midland Entrepreneurial Challenge. UTPB and MDC are sometimes collectively referred to herein as the “**Parties.**”

WITNESSETH:

WHEREAS, MDC is a governmental entity of the state of Texas and is authorized by its governing body to enter into this Agreement; and

WHEREAS, MDC is authorized to expend promotional funds in order to advertise or publicize the City of Midland for the purpose of developing new and expanded business enterprises pursuant to Section 504.105 of the Texas Local Government Code; and

WHEREAS, UTPB is a governmental entity of the state of Texas and is authorized by its governing body to enter into this Agreement; and

WHEREAS, UTPB actively promotes business development and economic growth within the City of Midland and the surrounding region for the purposes of creating jobs and developing new and expanded business enterprises in the same; and

WHEREAS, MDC’s expenditure of promotional funds for the advertising and promotional services described herein will advertise and publicize the City of Midland for the purpose of developing new and expanded business enterprises, and will thereby enhance and promote economic development within the City of Midland; and

WHEREAS, it is the desire of the Parties hereto to combine their efforts for the purpose of developing new and expanded business enterprises within the City of Midland;

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits which will accrue to the Parties, as well as the general citizenry of the City of Midland, the Parties have agreed and do hereby agree as follows:

I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which UTPB shall perform advertising and promotional services for MDC for the purpose of developing new and expanded business enterprises in the City of Midland and thereby enhance and promote economic development within the City of Midland.

II. OBLIGATIONS OF THE PARTIES

A. MDC Payment. MDC agrees to provide to UTPB funds in an amount not to exceed FIVE HUNDRED THOUSAND and No/00 DOLLARS (\$500,000.00), in consideration for UTPB's services described herein (the "**Service Funds**"). In addition to the Service Funds, MDC agrees to pay UTPB an amount not to exceed SEVENTY-EIGHT THOUSAND, SIX HUNDRED AND No/00 DOLLARS (\$78,600.00) for any marketing and administrative costs associated with the operation and management of the Midland Entrepreneurial Challenge (the "**Administration Funds**"). MDC's payment of the Administration Funds shall not exceed a cumulative amount of SEVENTY-EIGHT THOUSAND, SIX HUNDRED AND No/ 100 DOLLARS (\$78,600.00) over the term of this Agreement. MDC agrees to provide the Service Funds and Administration Funds (cumulatively referred to as the "**Funds**") subject to all conditions and restrictions contained in this Agreement. The payment of the Funds shall be on a cost-reimbursement basis, and shall be provided by MDC to UTPB upon MDC's receipt of a written request by UTPB. In conjunction with its written request for the Funds, UTPB shall submit invoices or statements demonstrating UTPB's payment of funds in support of UTPB's performance of the services described herein (the "**Supporting Documentation**"). The approval of the Supporting Documentation is subject to the sole and absolute discretion of MDC's Chairman. Notwithstanding any provision of this Agreement to the contrary, the Parties agree that it shall be in the sole and absolute discretion of MDC to reimburse UTPB for the services to be performed described herein depending on the rendered quality of said services and the quality of the Supporting Documentation, as determined by MDC. The Parties agree that this provision, in all of its aspects, is consistent with Texas Government Code § 791.011(e).

B. UTPB Services. UTPB shall use commercially reasonable efforts to provide those promotional services described in **Exhibit A**, which is attached hereto and incorporated herein for all purposes. UTPB shall coordinate with MDC's Executive Director regarding the design, nature, content, and implementation of said services to enable the advertising and promotional activities performed hereunder to be effective and efficient in achieving the purpose of this Agreement. UTPB shall require its vendors to provide detailed outlines for any marketing strategies to include dates, times, media platforms, and proofs. Additionally, UTPB agrees to oversee the operation and management of the Midland Entrepreneurial Challenge. Regarding the Midland Entrepreneurial Challenge, UTPB shall provide those services and duties described in **Exhibit B**, which is attached hereto and incorporated herein for all purposes.

C. UTPB Report. On or before August 31, 2023, UTPB shall provide MDC with a written report containing a detailed summary of 1) UTPB's efforts to promote new and expanded business enterprises within the City of Midland; and 2) the participants, qualifications, evaluation material, and results of the Midland Entrepreneurial Challenge.

III. INDEPENDENT CONTRACTOR

UTPB shall operate hereunder as an independent contractor and not as an officer, agent, servant, or employee of MDC. UTPB shall have exclusive control of, and the exclusive right to control, the details of the work to be performed hereunder and all personnel performing the same, and shall be solely responsible for the acts and omissions of its officers, members, agents, employees or contractors. In no event shall any person participating in or performing any of UTPB's duties or responsibilities hereunder be considered an officer, agent, or employee of MDC. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. UTPB shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. MDC does not have the power to direct the order in which the work is done. MDC shall not have the right to control the means, methods or details of UTPB's work. UTPB shall assume exclusive responsibility for its work.

IV. TERM OF AGREEMENT

Upon execution by the Parties, this Agreement becomes effective August 23, 2022, and shall terminate on September 30, 2023, or when terminated by mutual agreement of the Parties, or when terminated as hereinafter provided.

V. INSURANCE

UTPB 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:	\$100,000.00 per occurrence

Workers' Compensation: Statutory limits

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

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

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

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

UTPB 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 MDC and policies that name MDC as an additional insured on a claims occurred basis (except workers' compensation).

The Parties agree that, prior to the execution of the Agreement, UTPB shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of MDC. The parties also agree that this Agreement shall not become effective until the City Attorney's Office of the City of Midland, Texas, reviews and approves of all certificates of insurance required under this Agreement. MDC shall not be required to provide any insurance whatsoever pursuant to this Agreement.

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

VI. GENERAL TERMS

A. Entire Agreement. This Agreement embodies the complete agreement of the Parties, superseding all oral or written, previous and contemporary agreements between the Parties relating to matters in this Agreement; and except as otherwise provided herein, this Agreement cannot be modified or amended without a written agreement of the Parties.

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

C. Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

D. Payments from Current Revenues. The payment of funds made by MDC for the performance of UTPB's services shall be paid from current revenues available to MDC.

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

F. Defenses. This Agreement is made pursuant to Chapter 791, Texas Government Code. It is agreed that, in the execution of this Agreement, neither Party waives any immunity or defense that would otherwise be available to it against third parties, or against claims arising from the exercise of governmental powers and function. This Agreement shall not be construed as a waiver regarding the issues of governmental immunity, sovereign immunity or qualified immunity.

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

H. Assignment. The Parties hereto shall not assign this Agreement, in whole or in part, any such assignment being void.

I. 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, sole and mandatory venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the Parties shall be deemed to have occurred in Midland County, Texas.

J. Release. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, UTPB HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES MDC, MDC'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH UTPB HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR MDC'S NEGLIGENCE.

K. Notices. All notices to either Party required under this Agreement shall be sent by certified U.S. mail, postage prepaid, addressed to such Party at its respective address shown below. All notices shall be deemed given on the date so deposited in the mail, unless otherwise provided herein. Either Party hereto may change the address below by sending written notice of such change to the other Party.

If to UTPB:

University of Texas of the
Permian Basin
College of Business
Attn: Dr. Ryan Peckham
4901 E. University Blvd
Odessa, Texas 79762

If to MDC:

Midland Development Corporation
Attn: Executive Director
200 N. Loraine Street, Suite 610
Midland Texas, 79701

[Signature Pages Follow]

The Parties have caused this Agreement to be executed by their duly authorized representatives on this ____ day of _____, 2022.

MIDLAND DEVELOPMENT
CORPORATION

Stephen Lowery, Chairman

ATTEST:

Jill Pennington, Secretary

UNIVERSITY OF TEXAS OF THE
PERMIAN BASIN

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS

§

§

COUNTY OF _____

§

BEFORE ME, the undersigned authority, on this ___ day of _____ 2022,
personally appeared _____ for the University of Texas of the Permian
Basin, known to me to be the person and official whose name is subscribed to the foregoing
instrument, and acknowledged to me that he executed the same as the act and deed of said entity,
for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of
_____, 2022.

Notary Public, State of Texas

Promotional Services to be Provided by

The University of Texas Permian Basin – Small Business Development Center

1. Branding the City of Midland for the purpose of developing new and expanded business enterprises in the new Midland Entrepreneurial Challenge website, brochure and media materials.
2. Promoting the Midland Entrepreneurial Challenge on the UTPB website.
3. Adding a link from the Midland Entrepreneurial Challenge website to the Midland Development Corporation's website.
4. Including a description and logo for the Midland Development Corporation in the Midland Entrepreneurial Challenge promotional materials, when feasible.
5. Including a reference to the Midland Entrepreneurial Challenge and the City of Midland's support of this new program in press releases and live or prerecorded media soundbites, when feasible.

Exhibit A



THE UNIVERSITY OF TEXAS
PERMIAN BASIN



MIDLAND ENTREPRENEURIAL CHALLENGE

Dr. Ryan Peckham, Roden Fellow for Entrepreneurship

University of Texas Permian Basin

Mesa Building 2225

4901 E. University Blvd

Midland, Texas 79762

Phone: 432-552-2175



THE UNIVERSITY OF TEXAS
PERMIAN BASIN

COLLEGE OF BUSINESS

Table of Contents

UT Permian Basin College of Business Overview	5
Introduction and Overview	5
Mission	5
Vision	5
Meet Our Team	5-6
The Entrepreneurial Challenge	6
1.0 Introduction	6
1.1 Midland Economic Challenge funding.....	7
1.2 The Purpose.....	7
1.3 Orientations.....	7
1.4 The Benefits.....	7
1.5 Award Monies	7
2.0 Business Description	7
2.1. Midland Development Corporation	7
3.0. About the Challenge.....	8
3.1. The Objective.....	8
3.2 Partnership.....	8
3.3 The Future	8
4.0 Partnership.....	8
The Plan for FY: 2022-2023.....	9
5.0 Guidelines (Contract Suggestions)	9
5.1 Proposed Guidelines for Midland Entrepreneurial Challenge	9
6.0 Basics of Receiving the Award Money	10
6.2 Award Monies	10
6.3. Installments	10
6.4. Financing.....	11
6.5 Seek Accounting Advice.....	11
7.0 Accountability	11
7.1 AONET Monies Expenditures	10-15

August 23, 2022

7.2 Meeting the Requirements	11
7.3 Business Audit	12
7.4 Business Audit Continuation	12
7.6 Violation of Terms	12
8.0 Orientation Directions	13
8.1 Orientation	13
8.2 Agreements	13
9.0. Business Challenge Terms	13
9.1 Submit Agreement	13
9.2 Submit confidentiality	13
9.3 Submit Credit Report	13
9.4 Payment	13
9.5 Submit Investor Fact Sheet	13
9.6 Meeting Appointments	14
9.7 Submit Business Plan	14
9.8 Failure to adhere to the terms	14
10.0 Selection of Judges	14
10.1 Judging of the Competition	14
10.2 Judging Criteria	15
10.3 Biggest Hurdles for the Judges	15
10.4 Judges Awarding Candidates	15
10.5 Structure of Pitch	16
11.0 Business Plan Outline & Entrants Focus	16
11.1 The Business	16
11.3 Product/Service	16
11.4 Marketing	16
11.5 Management	16
12.0 Workshops	17
12.1 QuickBooks course(s)	17
12.2 Type of Business Loans	17
12.3 Marketing through social networks, website, and other types of media	17

12.4 Developing the right business model	17
12.5 Fact Sheet presentation emphasizing key points of the business	17
12.6 Business Narrative – defining objectives, map strategies, and describing goals.....	17
12.7 Emerging Financials Projections, future revenues and expenses.....	17
12.8 Methods applied to establish interest that enables conversation	17
13.0 Schedule Events	18
MEC Program Coordinator	18
14.0 Responsibilities to the Challenge	18-19
Marketing the Opportunity	19
15.0 Increase participation	19
15.1 Website.....	20
15.2 Brochures	20
15.3 Television.....	20
15.4 Radio.....	20
15.5 Newspaper.....	20
15.6 News Release.....	20
15.7 Facebook Ads/Social Media	21
15.8 Digital Ad Campaigns.....	21
Entrepreneurial Challenge Proposal (FY: 2022-23)	21
Marketing.....	21
Introduction.....	21
Marketing Proposal	21
Current Media Partners (Proposal)	22
Marketing Budget Suggestion	23
MEC Program Coordinator	23
Business Challenge Coordinator Budget Suggestion	23
Awards Ceremony	24
FY: 2018-2019	25
FY: 2021-2022	25
FY: 2022-2023	26
2021-22 MEC Banquet Winners.....	27

UT Permian Basin College of Business Overview

Introduction and Overview

The **UT Permian Basin College of Business** Entrepreneurship programs have fully invested in the future of Entrepreneurship in our community. Over the last year we have introduced the Blackstone Launchpad, a student driven entrepreneurship network funded by the Blackstone Charitable foundation, providing tools, mentorship, and entrepreneurship opportunities for our students, regardless of their chosen major or college of study. We aim to open our state-of-the-art Blackstone Launchpad and Entrepreneurship Physical space in the fall of 2022 that will include co-working facilities, sound, and audio recording spaces, as well as a fabrication and innovation lab where prototypes can be created. With revamped and reintroduced Entrepreneurship Minor and Certificate options, we are meeting the needs of today's aspiring entrepreneurs, with applicable knowledge-based materials.

We are also in the process of remodeling our CEED building to make it more accessible and relevant for today's entrepreneurs. The CEED building houses our Small Business Development Center (SBDC) and will also house co-working spaces for local entrepreneurs. This location is historically where we have housed our MEC challenge seminars so contestants will be introduced to this location and will now have a glance at how these facilities can be used during and after their competition is over.

Mission

We provide consulting, training, and research to small businesses.

Vision

To be a leading economic development organization by empowering entrepreneurs.

Meet Our Team

The UT Permian Basin College of Business illustrates a team highly flexible and capable of adapting to various cultures, while providing cohesive expertise to solve key problems faced by local businesses. The process includes the development of business plans, financial projections, and risk analysis unique to the business. We provide advice to solve problems, create value, improve growth, and maximize business efficiency and profitability. The team is committed to staying relevant with the latest developments in our field of expertise, bring the latest knowledge and skills to support our clients. Our primary goal is to educate and instruct, partner during development of the business, build trust and advance business objectives.

Dr. Ryan Peckham, Business Consultant, Assistant Professor and Roden Fellow of Entrepreneurship

Ryan is an assistant professor of management and entrepreneurship within the College of Business at UTPB, having taught multiple management, finance, and entrepreneurship courses at the undergraduate and graduate levels. He is also a registered investment advisor (RIA) and has owned a private investment firm for ten years. Previous to these roles, Dr. Peckham was VP of Business Development for Security Bank and worked with many small businesses across West Texas. He received his Doctor of Business Administration from the University of Liverpool, England, United Kingdom, with a behavioral finance concentration.

CC Serrato, Program Coordinator for the Office of Innovation & Commercialization

CC has served in various roles at UT Permian Basin for the past 10 years and has proven to be a vital part of the mission for the university. Her current role as the Program Coordinator in the new *Office of Innovation & Commercialization* will be to assist the department in coordinating entrepreneurship programs with education and research, and to help serve as a point of contact for dynamic engagement with the community and industries. The newly renovated *CEED Building on the Midland campus is where you can find CC working hard to accomplish this vision! (*To be completed early 2023)

Danna Church, Blackstone LaunchPad Campus Director

Since November 2021, Danna has served as UTPB's Blackstone LaunchPad Campus Director. She is available to assist all students regardless of their major to explore entrepreneurship and to cultivate an entrepreneurial mindset that will prepare them for the modern workforce. To accomplish this, she encourages students to participate in the many entrepreneurship opportunities provided by Blackstone LaunchPad such as workshops, mentoring, and competitions. The Blackstone LaunchPad office is currently located in the Roden Entrepreneurial Center but will soon be relocated to the newly renovated 1st floor of the Dunagan Library.

The Entrepreneurial Challenge

1.0 Introduction

The Midland Entrepreneurial Challenge continues to empower innovative ideas and strategies proven to be both community inspiring and financially lucrative. The value provided by the competition includes a detailed critique from the expertise of our judges, encapsulating the importance of developing the necessary objectives to achieve market strength. Throughout the competition entrepreneurs are forced to think critically about virtually every aspect of their business. Contestants are obligated to assess their level of detail that is often overlooked, while becoming open to new and valuable suggestions that defines both short/long-term outcomes.

1.1 Midland Economic Challenge funding

The Midland Entrepreneurial Challenge (MEC), which will be funded by the Midland Development Corporation (MDC) and partnered with the University of Texas Permian Basin (UTPB), is designed to assist entrepreneurs with expanding an existing business or starting a new one.

1.2 The Purpose

Each participant will gain a better understanding of how to develop and follow a realistic business plan and model to ensure a growing business. This undoubtedly will have a positive economic impact for Midland.

1.3 Orientations

Through several orientation seminars presented by UTPB, entrepreneurs and business owners who are interested in participating, will better understand the requirements of the competition.

1.4 The Benefits

Once qualified, all entrants will have access to business coaching, expertise, and other pertinent resources offered via UTPB. These one-on-one meetings will discuss strategy, assist with building financials, and finalize business plans before they are submitted.

1.5. Award Monies

This fiscal year, the plan includes \$500,000 total available award money to be distributed up to \$150,000 to each selected winner(s) concluded from the deliberation and decision of our judges.

2.0 Business Description

2.1. Midland Development Corporation

The idea to hold and fund a business plan competition in Midland, TX originated with the Midland Development Corporation in spring of 2017. Business competition of this nature have been held in Texas in the past. The research data and information has been gathered to mobilize the program came directly from the West Texas Enterprise Center in Amarillo, Texas, who has been successfully executing this type of event for over fifteen years. Midwestern State University in Wichita Falls, TX has been engaged with a business plan competition for the past ten years and has also provided information.

3.0. About the Challenge

3.1. The Objective

The objective of this program is to provide another source of capital funding to business owners and entrepreneurs in Midland who might not be able to obtain the funding otherwise. The value participating in business plan process allows participants to gain a better understanding of how to develop, build and grow strong businesses that will even further strengthen Midland's economic condition and development.

3.2 Partnership

The funding will be provided by the Midland Development Corporation and the program administration, workshops, and business plan consultation will be provided by UTPB College of Business, and MEC Team.

3.3 The Future

Each fiscal year, the amount of funding available overall will be increased. Therefore, more winners can be chosen, or the award amount will increase per participant enabling them to leave a larger economic footprint on Midland. No cap will be placed on how much a business owner can receive, but funds must not exceed the request made in the business plan. However, the business owners may be awarded less than what is requested in the business plan. Below are estimates on how the judges may choose the winners:

4.0 Partnership

The **Entrepreneurial Challenge** opportunity is funded by the **Midland Development Corporation** and overseen by the UT Permian Basin College of Business. The program is a fully integrated program that provides another source of capital funding to commercialize business concepts. This program is specifically directed at both startups and/or existing business wanting to expand. In addition, it is purposely designed to foster community involvement and innovation by bringing local entrepreneurs and professionals together to continue the economic diversification of the City of Midland. The outcomes contribute to a community's identity that preserves the unique character created by a vibrant small business community. Other benefits are the increased employment while keeping tax dollars close to home and improving the city as a result.

University of Texas Permian Basin College of Business provides knowledge, guidance, and a significant amount of value when preparing a strategic business plan, marketing strategies and financial projections to secure capital infusion. The applied benefits for participants include supportive workshops appropriate to scale a business, understanding organizational financials, intellectual

property, exit strategies and social media marketing opportunities to grow and expand into a profitable market position.

The Plan for FY: 2022-23

5.0 Guidelines (Contract Suggestions)

The newly developed guidelines ensure consistency and set standards with cohesive rules to protect the integrity of the program. The objective includes keeping the city brand values while safeguarding the opportunity to participating contestants. Additional suggestions protect the program and deliver necessary guidelines to ensure standards are enforced.

5.1 Proposed Guidelines for Midland Entrepreneurial Challenge

- ✓ The winning businesses must be headquartered in the City of Midland, to receive award monies.
- ✓ Winning businesses cannot sell or relocate the business outside city limits of Midland for a period of five years after receiving funding.
- ✓ Participants cannot be an immediate relative of administrative officials or judges or engaged in any other business partnerships with an administrative official or judge. All special circumstances will go under the review of the UTPB Lead Coordinator, who will make the final decision.
- ✓ Each participant in the challenge must become a client of the UTPB SBDC by completing the 641 SBA form.
- ✓ Award recipients must provide UTPB with economic impact data on time according to the Accountability section.
- ✓ Participants must have a credit score of at least 640 to participate. All special circumstances will be under review by the UTPB Lead Coordinator, who will make the final decision.
- ✓ Attendance is mandatory for all seminars throughout the competition unless excused by the UTPB Entrepreneurship Challenge Team
- ✓ Past winners of the challenge cannot reenter the challenge for the same business for five years, however, if the past winner is in good standings with UTPB according to the Accountability section for a full three years, the winner may enter for a different business with approval from the UTPB Lead Coordinator, Dr. Ryan Peckham.
- ✓ Past contestants who were not awarded any monies may reenter the following year.
- ✓ A participant is not allowed to participate in the challenge if he or she was convicted of a felony. UT Permian Basin will conduct background checks on all participants and the cost of the background check will be incorporated in the entry fee.

6.0 Basics of Receiving the Award Money

6.1 Payment method

In the event you are a recipient of the award money, the total awarded amount will be given in installments that will be distributed shortly after the completion of the challenge by UTPB and be funded by Midland Development Corporation. The winning businesses must submit a W-9 form and UTPB New Vendor form to the program coordinator for funds to be dispersed. Checks will be mailed to the address listed. In addition, winners must:

- ✓ Be able to provide proof that the business headquarters is in the **city of Midland to receive** money.
- ✓ Show proof of a **“business account”** to deposit the monies. You must keep all personal purchases in a separate bank account.

6.2 Award Monies

Winners will receive their awarded monies from the challenge in installments. For a winner to receive an installment, they must provide invoices that are consistent with the strategy stated in the business plan. Those invoices will be approved or rejected by the UTPB MEC Program Coordinator. If approved, a check for the total amount of the approved invoices will be distributed by UTPB and mailed to the winner's address that was submitted on the UTPB New Vendor Form. If the winner changes his or her mailing address after submission of the UTPB New Vendor Form, it is the responsibility of the winner to notify the UTPB MEC Program Coordinator of the change.

After an installment has been issued to a winner, they will not be able to request additional funds until that winner provides receipts for the past approved invoices to be audited by the UTPB MEC Program Coordinator. This process will be repeated until the total award money has been distributed.

6.3 Installments

If a winner receives an installment and does not spend the money in a specific amount of time determined by the UTPB MEC Program Coordinator, they will be required to give the money back to UTPB for holding. If a winner spends the approved installment on anything other than the approved invoices, without consent from the UTPB MEC Program Coordinator, that winner will be in violation of the terms and conditions of the challenge and all monies must be paid back to the Midland Development Corporation through UTPB, and the winner will be banned from any future business challenges in which UTPB is involved.

6.4 Financing

A challenge participant is allowed to acquire bank financing or other investor financing before the completion of the competition with the plan to pay off or make payments on those loans with the anticipated award monies from the challenge. These plans need to be addressed in the business plan and/or approved by the UTPB MEC Program Coordinator before the funds are obtained and UTPB must receive a copy of the loan documents to keep on record. University of Texas Permian Basin, Midland Development Corporation, the judges, or any other entity involved with the Midland Entrepreneurial Challenge are not responsible for repaying the loans in the event the business does not receive funds from the challenge.

6.5 Seek Accounting Advice

Award money **“IS”** counted as taxable income. Please confide in a CPA for accounting advice regarding the funds.

7.0 Accountability

The newly developed guidelines ensure consistency, set standards with cohesive rules to protect the integrity of the program.

7.1 Award Monies Expenditures

The award money received from the challenge must only be spent on the items articulated in the business plan. The Midland Development Corporation also wants to track the benefit to the community. In order for this to happen, there are requirements you must follow. For the first 90 days after receiving the first installment of the award monies:

- ✓ Contestants must email income statement and balance statements (and loan payments receipts if applicable) **monthly** to the MEC Program Coordinator at UTPB. If the business is following the business plan, we will ask for no additional information.
- ✓ If you use the award money for equity in a loan, you must provide a copy of the loan agreement to the MEC Program Coordinator at UTPB along with payment receipts.

7.2 Meeting the Requirements

If you meet all the requirements during the first 90 days, for the remainder of the first year and the entirety of the second year, you are required to:

- ✓ Email P&L and balance statements (and loan payments receipts if applicable) **quarterly** to the MEC Program Coordinator at UTPB. If the business is following the business plan, we will ask for no additional information.
- ✓ If the business is not meeting goals, UTPB will work to reassess financial projections and adjust. New goals and strategies will be set to get the business back on track. Contestants will require to report in the same manner within the first 90 days.

7.3 Business Audit

If you met all the requirements through the first and second year, for the third year you are required to:

- ✓ Email P&L and balance statements (and loan payments receipts if applicable) **biannually** to the MEC Program Coordinator at UTPB.

7.4 Business Audit Continuation

If you meet all the requirements through the first three years, for the fourth and fifth year, you are required to:

- ✓ Email P&L and balance statements (and loan payment receipts if applicable) to the MEC Program Coordinator at UTPB **at the end of the year**.

7.5 Midland Presentation

At any time during the five-year period after receiving award monies from the Midland Entrepreneurial Challenge, the Midland Development Corporation Board of Directors may request a “**State of your Business**” presentation to the Midland Development Corporation Board of Directors monthly meeting. If a presentation is requested, the business owner(s) is highly encouraged to attend.

7.6 Violation of Terms

If the business fails to adhere to the requirements listed in Guidelines and Accountability, the business will be in violation of the terms of the *Midland Entrepreneurial Challenge* and all monies received from the competition will have to be paid back to the Midland Development Corporation. UTPB will act as a liaison to recover the funds. If the business does not have the total amount available to reimburse at one time, a payment plan with interest will be arranged for the balance owed. The interest rate will be set at the SBA current loan rate plus prime. The length of the repayment plan will be determined by the Midland City Attorney’s office. In addition to paying back the awarded monies, all past winners that violate the terms and

PACKET

10.25

August 23, 2022

conditions of the competition will not be allowed to participate in any future competitions involving UTPB.

8.0 Orientation Directions

8.1 Orientation

Orientations will begin as illustrated in section **13.0 Schedule of Events**. Two in the evening and one in the afternoon will be offered.

8.2 Agreements

After attending at least one orientation, attendees that wish to join the challenge must pay the non-refundable entry fee, signed confidentiality agreement, and a signed winner's agreement to the UTPB MEC Program Coordinator by the date of the first seminar listed in the section **13.0 Schedule of Events**.

9.0. Business Challenge Terms

9.1. Submit Agreement

Must submit signed winners' agreement by the date of the first seminar.

9.2. Submit confidentiality

Must submit signed confidentiality agreement by the date of the first seminar.

9.3. Submit Credit Report

Must submit a credit report for each owner of the business by the date of the first seminar. The owners' names must be clear on the document and the source of the credit score report must be deemed acceptable by the UTPB MEC Program Coordinator. Credit score must be 640 or higher in order to participate.

9.4. Payment

Must pay the non-refundable entry fee by the date of the first seminar. The fee will be determined by UTPB at a later date.

9.5. Submit Investor Fact Sheet

Must submit Investor Fact Sheet to the MEC email address by the deadline. (TBD)

9.6. Meeting Appointments

Must schedule at least two face-to-face one-on-one coaching sessions with a UTPB Small Business Development representative for business plan to be accepted.

9.7. Submit Business Plan

Must submit the business plan to the MEC email address by the deadline. (TBD)

9.8. Failure to adhere to the terms

Failure to adhere to the Business Challenge Terms could result in disqualification from the challenge.

10.0 Selection of Judges

In an effort to select the best judges for the competition, UTPB seeks individuals that have developed and owned a major business within the Midland community. Judges should be industry-related experts, someone with a specific market niche, previous winner, someone with a prestigious reputation, or individuals with a high-level experience and legitimacy to the program.

To the extent UTPB designates an “Eligible Judge”, the Eligible Person is stated qualified to participate with a background of 10 or more years of experience in business and/or qualifications consisting of the following.

- Business Owner
- Local Bank Lender
- Community Leader

To the extent of “**NOT**” being qualified includes any “Person” with interrelationships relevant to board members of the Midland Development Corporation and all staff in representing or influencing the challenge outcome.

10.1 Judging of the Competition

The process of judging incorporates a distinctive competence to recognize a disruptive or unique business concept. Contestants will be required to demonstrate a clear market need and a viable method to supply the demand. Characteristically, candidates are evaluated on the ability to develop the company and position to manage risks. Other assessments include the ability to have a realistic potential to succeed and fully understanding the financial requirements. In addition, employment is evaluated as growth by determining the number of

full-time or FTE within three years to five years. In the business plan, judges will validate funding, cash requirements, determine cost structures and revenue streams. In the final stage, contestants are evaluated on how well the team persuasively presents the plan and provide a logical overview.

10.2 Judging Criteria

First Round: Investor Fact Sheet

• Viability	15
• Team and Partners	15
• Financial	15
• Growth	15
• Strategy	15
• Competition	10
• <u>Advancement</u>	<u>15</u>
Total	100

Second Round: Business Plan

• Business	15
• Product/Service	15
• Marketing	15
• Management	15
• New Job Creation	15
• New Revenue for City	15
• <u>Watch to see Pitch</u>	<u>10</u>
Total	100

Third Round: Pitch in Front of Judges

- Effective communication of the business plan, validation of funding request, and support for job creation. 1-20
 - Judges questions are answered thoroughly and effectively. 1-20
 - Knowledge, expertise, and ability of entrepreneur. 1-20
 - Commercial viability of the venture. 1-20
 - Overall effectiveness and quality of presentation. 1-20
- | | |
|-------|-----|
| Total | 100 |
|-------|-----|

10.3 Biggest Hurdles for the Judges

- ✓ Marketing activities with no strategic focus (i.e. website – launch and take orders.)
- ✓ No competitive analysis
- ✓ Unrealistic sales expectations
- ✓ Financials that appear to be “pulled out of the air”
- ✓ Lack of job creation details

10.4 Judges Awarding Candidates

The program will include three to five independent judges chosen by UTPB, prior to the start of the Midland Entrepreneurial Challenge. Judges will remain anonymous to the participants until the final (live) pitch. Judges are required to sign a confidentiality agreement with each participating business. The judges will read and score the Investor Fact Sheet to determine who is going forward to the next round. The following round, the judges will read and score the PACKET

strategic business plan to determine who will move to the last round. The final round, the judges will appear in person to listen to each finalist business pitch with the ability to questions to each contestant. Once the round is completed, judges will record their scores after deliberating. The UTPB MEC Program Coordinator will calculate the average scores and present them back to the judges. The judges will then decide where they will draw the line in the rankings and how much money each winner will receive based on the \$500,000 provided by Midland Development Corporation.

10.5 Structure of Pitch

- ✓ Each finalist will receive a 30-minute block. Each block will consist of set up, presentation, question, and answer with the judges, and clean up.
- ✓ The presentation order will be determined at random. All the finalists' names will be placed in a random name picker and assigned a time block.
- ✓ Only the business presenting, the judges, and the UTPB coordinators are allowed in the room during the pitch.
- ✓ A one-hour break will be given to the judges halfway through the pitch presentations.
- ✓ After all the pitches have been presented, the judges will score each business. The scores will be averaged and ranked by the UTPB MEC Program Coordinator and presented back to the judges.
- ✓ The judges will determine how many of the top average scores will be declared winners and how much of the \$500,000 each winner will receive.
- ✓ Judges will not award more money than is requested by a business, however, less money can be awarded.
- ✓ The winners and losers will be informed of the results the next business day and the winners will be invited to the award ceremony.

11.0 Business Plan Outline & Entrants Focus

11.1 The Business

- Legal structure and ownership
- Industry, niche, or specialization
- Key goals
- Why does the business exist?
- Prior entrepreneurship and management experience

11.3 Product/Service

- Description of each product/service
- What problem will it solve?
- How does it benefit customers?

11.4 Marketing

- Target market
- Competitive environment
- Distribution strategy
- Pricing strategy
- Promotion strategy
- Positioning strategy

11.5 Management

- Operation systems and process
- Current employees
- Job creation
- Financials
- Utilization of MDC funds

12.0 Workshops

The UTPB provided workshops are essential for entrepreneurs to learn a particular subject, and initiatives to increase performance and longevity. Attending workshops often assist business owners to achieve success by providing new skills and methods of practice. The workshops selected for the Entrepreneurial Challenge will include.

12.1 QuickBooks course(s) – Contingent on availability

- Enter and track – Vendors, Customers, Employees, and banking requirements.

12.2 Type of Business Loans

- Line of Credit, Installment loans, Balloon Loans, Interim Loans, Letter of Credit
- Interim Loans, SBA Loans, Secured and Unsecured Loans, and many more

12.3 Marketing through social networks, website, and other types of media

- Develop a plan, create a social media channel and create a content library, scheduling, analytics, and posting consistency, and website development.

12.4 Developing the right business model

- Develop the cohesive vision, roadmap that analyzes market strategies, how revenue will be generated, acquiring investors and establishing partnerships.

12.5 Fact Sheet presentation emphasizing key points of the business

- Answer basic questions about the business, describe the products and services, and the vision of the business in a concise terms in a well-organized format
- Emphasize key performance indicators

12.6 Business Narrative – defining objectives, map strategies, and describing goals

- Focus on the specific steps and ideas to succeed, and also how to achieve both their short/long-term objectives

12.7 Emerging Financials Projections, future revenues and expenses

- Forecast sales, operational cost, cash-flow, income, assets and liabilities, and breakeven analysis

12.8 Methods applied to establish interest that enables conversation

- Stimulating interest with major points, using the right amount of slides, establishing the need, developing the message map, and defining the essentials derived from research.

The new fiscal year provides opportunity to apply more workshops to raise immediate awareness necessary to minimize operational budgets, capitalize on a target marketing strategy, and effectively factor in challenges and pitfalls. Within each topic, several diverse workshops are offered throughout the year best suited for the business owner to achieve their objectives. Workshops are led by other successful business owners, skilled UTPB faculty and staff, and professionals such as accountants and tax specialists. These educational offerings help small business owners tackle many of the issues associated to the beginning of the operation.

13.0 Schedule Events

Date	Time	Topic
TBD	6 – 7:30 PM	Orientation
TBD	Noon – 1 PM	Orientation
TBD	6 – 7:30 PM	Orientation
TBD	6 – 7:30 PM	Brainstorming & Business Model Canvas Seminar
TBD	6 PM	Nondisclosure Agreements to be signed by Judges
TBD	6 – 7:30 PM	Fact Sheet Seminar
TBD	6 PM	Fact Sheets are due
TBD	6 – 7:30 PM	Business Plan Seminar
TBD	6 PM	Fact Sheets are sent to Judges
TBD	6 – 8 PM	Marketing Seminar
TBD	6 – 8 PM	Business Structure / Intellectual Property
TBD	6 PM	Fact Sheet Score Cards are received from Judges
TBD	6 – 8 PM	City of Midland Resources Seminar
TBD	6 PM	Business Plans are due
TBD	6 PM	Business Plans are sent to Judges
TBD	6 – 8 PM	Lender Seminar
TBD	6 – 7:30 PM	Pitch seminar
TBD	6 PM	Business Plan Score Card are received from Judges
TBD	10 AM – 4 PM	Pitch Presentation to Judges
Feb 27 (Mon)	7 – 9 PM	Award Ceremony – Location: Rea Greathouse - WNPAC

MEC Program Coordinator

14.0 Responsibilities to the Challenge

PACKET

10.31

August 23, 2022

The **MEC Program Coordinators** will be the main point person for the challenge. *This consultant will deliver comprehension developments of emerging business models, advances priorities to meet expectations, and guides the perspective owner(s) to undertake competitive differentiation and transformation of market challenges into a strategic business plan. Contestants can rely on assistance with critical business issues, how to thrive in an evolving marketplace and receive necessary guidance and preparation for each phase of the challenge. Our core solutions are customized for each participant specific to industry, needs and scale.*

The responsibilities include analysis and evaluation of each contestant's requirements and business goals while recommending appropriate strategies and logistics to increase business opportunities. During the competition, the position requires identifying functional requirements, distribution paths and provide analytical suggestions appropriate to developing business models. The progression requires financial analyses collectively with a detail overview to advocate improvements and efficiencies while integrating best practices to develop objectives to achieve expected goals.

Contestants are routinely challenged to analyze and respond to the following topics

- Is the market big enough to ensure growth?
- Describe the company's major pitfalls to sustain market presence.
- Are your capital requirements realistic?
- What are associated risks?
- Are there ways to pivot the approach to market?
- How big is your market & who is going to buy?

The strategic business plan requires participants to respond to these difficult questions that require immediate answers to configure the hypothesis. The valuable aspect builds on informed decisions about how the entrepreneur should invest their time to generate success.

Other responsibilities of the coordinator(s) include speaking on behalf of the Challenge, working directly with a marketing firm to create brand driven booklets, website updates, and schedule meetings with participants, judges, and coordinate plans for activities throughout the challenge and award event.

Marketing the Opportunity

15.0 Increase participation

Our efforts are focused on brand awareness that promotes community opportunity. The success of our marketing campaigns are influenced by a strong strategy outlining both short/long-term objectives, timelines and specific channels to jumpstart awareness to increase participation.

15.1 Website

We will work with the web developer to reinvigorate the current version of the Entrepreneurial Challenge Website to increase visualization of the opportunity, improve the delivery of content and advance the brand of the City of Midland. The newly re-design website will offer many benefits including informing prospects of the requirement; increase interest and enhance a professional “brand,” while improving customer service.

15.2 Brochures

Brochures provide the necessary details about the Challenge making them useful for many purposes. The brochure is shared with potential candidates, and provides the opportunity to explain the process, development, and the outcome in promoting the opportunity. We aim to make a brochure in both English and Spanish.

15.3 Television

To grow interest and optimize marketing expenditures, this platform provides exceptional speed-to-market and can scale easily before, during and advocate the outcome. The motivation exemplifies the city’s support, branding of the program and provides the necessary integrity to promote the program. The platform provides interaction, personalization of the message while translating relevant information to increase community interest.

15.4 Radio

Radio enables the ability to target effectively to our audience because it's 100% audio based. A radio ad is cost-efficient, targeted, easy to track, and effective without visualization of the brand. Research illustrates that each advertising dollar spent generates an average sales return of six dollars from the listeners 28 day after hearing the ad.

15.5 Newspaper

Utilizing our local newspaper triples ad campaign effectiveness along with website location to deliver pertinent information to potential contestants. The message in print increases the visibility of the opportunity and investment by three times.

15.6 News Release

The delivery of a press release is not an advertisement; it’s a way to promote the program and the opportunity to engage the community. The benefit is our ability to target audiences of other

journalists with a well-designed message to speak to them specifically while promoting the program in addition to the attached advertisement of the benefit for community participation.

15.7 Facebook Ads/Social Media

Facebook ads are at the core of targeting our community for startups and newly developed businesses. Facebook offers the ability to advertise by age, interests, behavior, and especially within the local area.

15.8 Digital Ad Campaigns

The main advantage of digital marketing is the ability to target an audience in a cost-effective and measurable method. Other digital marketing advantages include increasing brand loyalty and driving the opportunity to create online interest.

Entrepreneurial Challenge Proposal (FY: 2022-2023)

Marketing

Our efforts are focus on growing and diversifying the City of Midland, providing new businesses, additional jobs and boosting tax revenue.

Introduction

While applying current marketing campaigns to attract contestants two months prior to the competition, by using various channels to promote and provide information relevant to promoting the event, our past outcome included 21 candidates to begin the competition, resulting in six winners. From the 15 contestants that did not make the finals, seven contestants (47 percent of the 15) continued their concept through hiring, add capital or opening a storefront.

Owners Name	Company Name	Process
Arceneaux, Britney	Flying Cow	Have not hired and are still working out of their home. They have still not taken any loans and only used profits to sustain their business.
Cole, Jaime	JT Properties and Staging	Hired 3 full-time employees, and will seek finance in the near future.
Gutierrez, Alma	Queen Bee Paletteria	No hires, and no recent financing, but the company continues to remains profitable.
Hearn, J.P.	Fountainville Creamery	Does not want to release information, but they are doing extremely well and currently growing.
Holguin, Dustin	Holguin Media	Will soon be hiring, and seeking necessary funding to sustain growth. Pivoted to servicing medical practices instead of car dealerships and doing well.
McFarlane, Debbie	Spotless Paws & Claws	No hires, no growth, no funding. Looking for social media help from Enactus group (campus student group) to begin developing a website and social media strategies.
McLelland, Maribel	Eagle's Shadow Trading Post	Has not received financing or hired any employees. Waiting for developer to complete construction on shopping center to rent space to begin their business.

UTPB has made a few adjustments in the advertising dollars from the previous years to reflect a slight savings. This budget is used to influence additional contestants, while advancing the message to inspire community interest and to drive the opportunity of starting a business in Midland. This awareness enables additional contestants with a probability of these businesses to continue to receive capital infusion, create jobs, and build diversify without the reliance of award money. The additional advertisement improves awareness and direct relationships with our target market, while personalizing the opportunity to increase a connection to the challenge. The benefits include increasing visibility and recognition of the opportunity, developing the audience, and providing the information.

Current Media Partners (Proposal)

TBD

Midland Entrepreneurial Challenge

OVERVIEW: Provide marketing and advertising services to support the 2022-2023 Midland Entrepreneurial Challenge.

Current Website: <https://midlandentrepreneurialchallenge.com/>

The utilization of advertising placement dollars and described channels are illustrated specifically for this event below:

Project	Description	Pricing
Website Update	Provide minor updates to existing website	\$4,000
Television Production	Includes script, voice over talent, graphics for a 30-second spot and a 4-second spot ID to promote the orientation sessions	\$4,500
Television Placement	6 Week Television Buy - Network & Cable	\$15,000
Social Media Development & Management	Set up social media accounts and manage posts/ boosts to promote the orientation. Post schedule will also include highlights on winners after awards ceremony.	\$4,000
Digital Campaign	Digital ad campaign targeted to Midland entrepreneurs. Ads will be targeted based upon behaviors, keyword searches, and physical locations. All ads will drive back to the Challenge's website.	\$1,000
Award Invitations	Design and printing of award ceremony invitations. Includes printing of 125 postcards.	\$250
Banners/Pull Screen	Includes design and printing of one pull screen plus hardware.	\$350
Coordinator/Event Planning	Coordinate the MEC awards banquet, securing venue, ordering food, checks, plaques, and all related tasks. <i>To be paid upon successful completion – additional pay form submitted by UTPB after: 2.27.23</i>	\$4,500
Total:		\$33,600

Terms: “Current Media Partner” requires a 50% down payment and assets to be provided before we begin work. This proposal is an estimate, not a fixed bid. Remainder will be due prior to delivery of this project. Estimate does not include out-of-pocket expenses including travel and other purchases. This estimate will be valid for 30 days. Estimate may be +/- 10%.

Marketing Budget Suggestion

FY: 2018-2019	FY 2021-2022	FY 2022-2023
\$41,295.00	\$41,295.00	\$33,600

MEC Program Coordinators

The MEC Program Coordinator(s) will organize and execute the entire 6-month challenge and ensure that every aspect of this competition meets the expectations of the Midland Development Corporation + the additional months of preparation and follow up with the contestants for payments. This year’s program coordinators: Dr. Ryan Peckham, CC Serrato, and Danna Church will provide frequent updates to the board through Sara Harris and be available for any questions during the challenge. In addition, the MEC team will be in constant communication with the Small Business Development Corporation Director, Mr. Tyler Patton, to confirm the contestants are meeting with their staff on a regular basis. SBDC will assist clients with reforming their operations and supporting their business by providing intuitive guidance throughout the strategic planning process. This year we are proposing an additional pay form (to be processed by UTPB) for the MEC team, as opposed to hiring an outside consultant/coordinator to run this challenge. We feel the benefits to this proposal are invaluable to the community and the participants who want to come back and try again, will see a familiar face, and trust us in the process. The 2021-22 challenge was an absolute success from start to finish – and for those who attended the awards banquet, they can attest to the outstanding job our small team achieved!

MEC Coordinators Budget Suggestion

FY: 2018-2019	FY: 2021-2022	FY 2022-2023
\$25,700.00 FT Salary + \$6,682.00 Fringe Benefits (One Individual)	\$29,438.00 PT Salary + \$2,944.00 Fringe Benefits (One Individual)	\$40,000 PT Salary divided among 3 MEC Coordinators (All 3 individuals are current UTPB employees – *will be submitted as additional pay by UTPB)
\$32,382	\$32,382	\$40,000

Awards Ceremony

The ceremony provides a chance for celebration and reflection of the commitment among our contestants, recognition of the devotion of our community judges and appreciation of the opportunity provided by Midland Development Corporation. This platform allows us to discuss the importance of their business in the community, and the achievement of the person being awarded. Gathering and sharing experiences is a very powerful means of encouragement. The first year, there were 20 people at the ceremony, and the last ceremony had a significant increase for a total 115 people, illustrating a 300 percent growth. Many attended including family and friends of our contestants, MDC board members, city officials, UTPB faculty and staff.

FY: 2018-2019	FY: 2021-2022	FY: 2022-2023
\$2,000.00	\$3,500.00	\$3,500.00

The MEC Program Coordinator(s) will organize and execute the entire 6-month challenge and ensure that every aspect of this competition meets the expectations of the Midland Development Corporation + the additional months of preparation and follow up with the contestants for payments. This year's program coordinators: Dr. Ryan Peckham, CC Serrato, and Danna Church will provide frequent updates to the board through Sara Harris and be available for any questions during the challenge. In addition, the MEC team will be in constant communication with the Small Business Development Corporation Director, Mr. Tyler Patton, to confirm the contestants are meeting with their staff on a regular basis. SBDC will assist clients with reforming their operations and supporting their business by providing intuitive guidance throughout the strategic planning process. This year we are proposing an additional pay form (to be processed by UTPB) for the MEC team, as opposed to hiring an outside consultant/coordinator to run this challenge. We feel the benefits to this proposal are invaluable to the community and the participants who want to come back and try again, will see a familiar face, and trust us in the process. The 2021-22 challenge was an absolute success from start to finish – and for those who attended the awards banquet can attest to the outstanding job our small team achieved!

FY: 2018-2019

Annual Budget for Program FY 2018-2019

Capital Funding Grant	\$500,000.00 (MDC award)
Administrative Expenses (Proposing)	\$34,882.00 (Operating Funds)
Advertising/Marketing (Red Pixel)	\$41,295.00 (Current Media Partners)
Total	\$576,177.00

Administrative Expenses

Business Consultant	\$25,700.00 (Full-time salary \$51,400)
Fringe Benefits	\$6,682.00 (26% of Salary)
Awards Ceremony	\$2,000.00 (Banquet, Music, Food and Dessert)
Miscellaneous	\$500.00
Total:	\$34,882.00

FY: 2021-2022

Annual Budget for Program FY 2021-2022

Capital Funding Grant	\$500,000.00 (MDC award)
Administrative Expenses (Proposing)	\$36,382.00 (UTPB Operating Expense)
Advertising/Marketing (TBD Agency)	\$41,295.00 (Current Media Partners)
Grand Total	\$577,677.00

Administrative Expenses Breakdown

Business Consultant	\$29,438.00
Fringe Benefits	\$2,944 (10% of PT Salary)
Awards Ceremony	\$3,500.00 (Banquet, Music, Food, and Dessert)
Miscellaneous	\$500.00
Total:	\$36,382.00

FY: 2022-2023

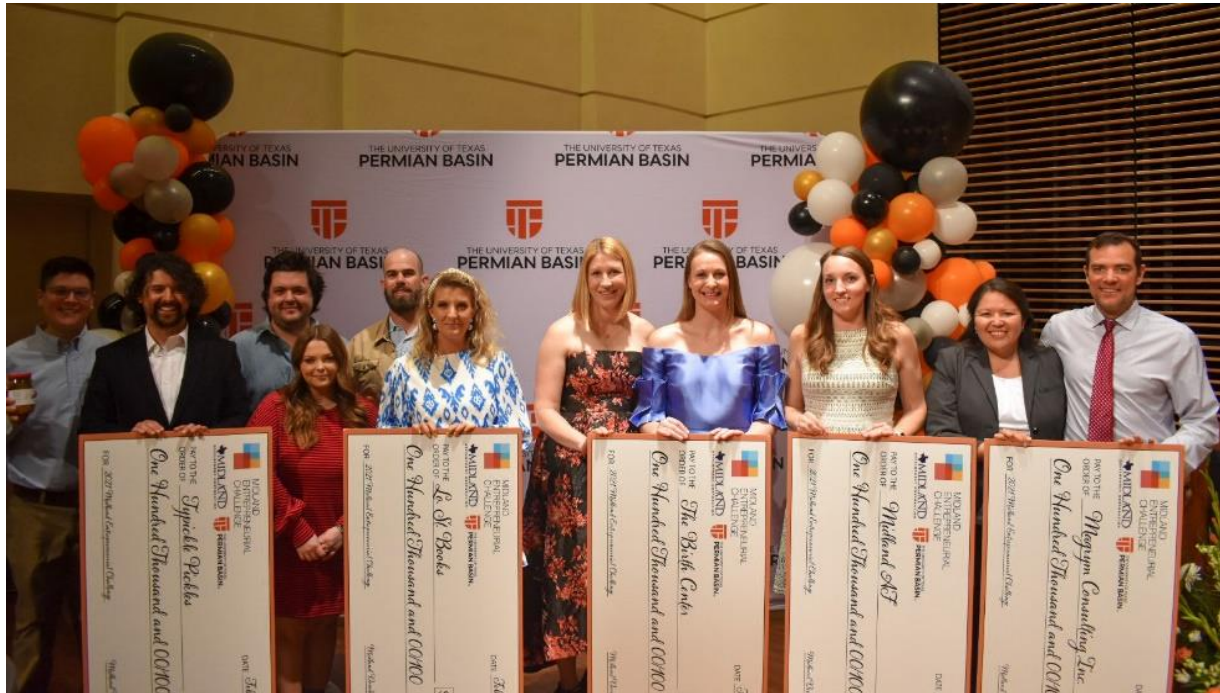
Annual Budget for Program FY 2022-2023

Capital Funding Grant	\$500,000.00 (MDC award)
Administrative Expenses (Proposing)	\$45,000.00 (UTPB Operating Expense)
Advertising/Marketing+ (TBD Agency)	\$33,600.00 (Current Media Partners)
Grand Total	\$578,600.00

Administrative Expenses Breakdown

Coordinators/MEC Team	\$40,000.00
Awards Ceremony	\$4,500.00 (Banquet, Music, Food, Checks, Awards)
Miscellaneous	\$500.00
Total:	\$45,000.00

MEC Awards Banquet 2021-22



Judges: Adrian Carrasco, Erica Mann, Jarrod Sparks, Kevin Harrington
Not Pictured: Gasser

10.40

August 23, 2022



City Council Meeting

Item Number: 11
Meeting Date: August 23, 2022
To: City Council / City Manager
From: Tina Jauz, Assistant City Manager
Subject: Motion approving a professional services agreement between the Midland Development Corporation and Parkhill, Smith, & Cooper, Inc., for professional services related to a site assessment and development at Midland International Air & Space Port (DISTRICT 4) (CITY MANAGER)

Purpose:

The Board of Directors of the Midland Development Corporation approved at a regular meeting on August 1, 2022 a resolution authorizing the execution of a professional services agreement with Parkhill, Smith, & Cooper, Inc., in an amount not to exceed \$110,300.00 for professional services related to a site assessment and development at Midland International Air & Space Port; and authorizing payment for said agreement.

Recommended City Council Action:

Approve

Fiscal Impact:

\$110,300.00

Discussion:

MDC has multiple prospects interested in constructing a facility for aerospace research and manufacturing on this site due south of the MAF terminal. Scope of work is for site assessment, including environmental evaluation and soil testing of the site, which must occur prior to any development. The MDC has a memorandum of understanding with the City to market this property to aerospace prospects.

Morris Williams Jr.

City Manager's Office

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and effective the 23rd day of August, 2023, by and between the MIDLAND DEVELOPMENT CORPORATION (“*MDC*”), and PARKHILL, SMITH & COOPER, INC., DBA PARKHILL (“*COMPANY*”). MDC 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 site development at Midland International Air & Space Port for a potential manufacturing and assembly facility (the “*Services*”) for MDC. 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

MDC agrees to pay COMPANY an amount not to exceed \$110,300.00 for the performance of the Services. MDC 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 MDC Executive Director. All additional and/or reimbursable expenses must be approved by the MDC Executive Director prior to incurring such expenses.

Within thirty (30) days of the date COMPANY’s invoice is received by MDC, MDC shall pay the full amount of such invoice; provided, however, that if MDC objects to any portion of an invoice, MDC shall notify COMPANY of MDC’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, MDC 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 August 23, 2022 until September 30, 2023, unless the Services are completed sooner or the Agreement is terminated as provided below.

ARTICLE V. TERMINATION AT WILL

MDC 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 MDC's sole and absolute discretion to cancel this Agreement during the term set forth in Article IV without penalty to MDC. 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 MDC's prior written consent. The issue of whether to grant such consent shall be in the sole and absolute discretion of MDC.

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 MDC. The Instruments of Service shall be promptly delivered, without restriction, to MDC and such other persons or entities as MDC 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 MDC. 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 MDC and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Agreement shall be construed as creating a partnership or joint enterprise between MDC and COMPANY. No person performing the Services shall be considered an officer, agent, servant or employee of MDC. 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. MDC does not have the power to direct the order in which the services are performed. MDC 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 MDC as an additional insured and waive subrogation in favor of MDC.

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

property damage, including owned vehicles, hired and non-owned 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 MDC as an additional insured and waive subrogation in favor of MDC.

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 MDC.

All insurance policies required by this Agreement shall (i) provide for a waiver of subrogation in favor of MDC, and (ii) name MDC 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 MDC 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 MDC and that name the MDC 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 MDC. MDC 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 Executive Director, 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 MDC, 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 MDC 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, MDC is not waiving its right of governmental immunity. MDC is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

ARTICLE XII. NO THIRD-PARTY BENEFICIARY

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

ARTICLE XIII. RELEASE

NOTWITHSTANDING ANY CONTRARY PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES MDC AND ITS AGENTS, BOARD 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 MDC'S NEGLIGENCE. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XIV. GENERAL PROVISIONS

A. Waiver. No waiver by MDC 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 MDC: Midland Development Corporation
 200 North Loraine Street, Suite 610
 Midland, Texas 79701

If to COMPANY: Parkhill, Smith & Cooper, Inc., DBA Parkhill
 1700 West Wall Street #100
 Midland, Texas 79701

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 Executive Director 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 Executive Director within the time and manner provided herein shall exonerate, excuse and except MDC from any liability whatsoever. MDC is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. MDC 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 MDC 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 MDC's governmental immunity.

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

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

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

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

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

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

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 MDC is hereby made void and of no force or effect. MDC'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.

MIDLAND DEVELOPMENT
CORPORATION

Stephen Lowery, Chairman

ATTEST:

Jill Pennington, Secretary

PARKHILL, SMITH & COOPER, INC.:

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2022, personally appeared, _____, an officer of PARKHILL, SMITH & COOPER, INC., DBA PARKHILL, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the __ day of _____, 2022.

Notary Public, State of Texas

July 21, 2022

Ms. Sara Harris
Executive Director
Midland Development Corporation
200 N. Loraine St., Ste 610
Midland, Texas 79701

Re: Potential Manufacturing and Assembly Facility Development Site Assessment Report at MAF

Dear Ms. Harris:

We are pleased to submit to you our Scope and Fee Proposal for providing Professional Services for the above site assessment located at the Midland International Air & Space Port (MAF). Our proposal is based on the attached scope of work. We will be retaining Terracon Consultants, Inc. to assist in the environmental evaluation and soil testing of the proposed site. As we discussed, we have removed from the scope the relocation of the groundwater monitoring wells. Once the potential tenant has prepared their site layouts, we can evaluate the need to relocate any of the existing groundwater monitoring wells.

We are proposing to perform this scope of work based on a Standard Hourly Rates Method of Payment plus direct expenses and engineer's consultant's charges on the basis of cost times a factor 1.15 at a total not-to-exceed amount of \$110,300. Our current Hourly Rates Schedule is attached.

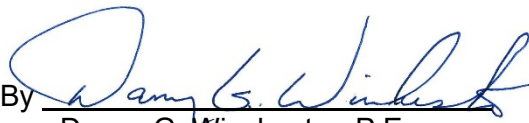
The breakdown of the above total not-to-exceed fee amount is:

Parkhill	\$45,000
Subconsultant (Terracon)	\$65,300

If you have questions on the scope of work proposed, please don't hesitate to give me a call.

Sincerely,

PARKHILL, SMITH & COOPER, INC.

By 
Danny G. Winchester, P.E.
Principal

MIDLAND DEVELOPMENT CORPORATION
POTENTIAL MANUFACTURING AND ASSEMBLY FACILITY DEVELOPMENT SITE ASSESSMENT
REPORT

AT MIDLAND INTERNATIONAL AIR & SPACE PORT

SCOPE OF PROFESSIONAL SERVICES

1. Scope of Professional Services – The Midland Development Corporation is looking at a site located at the Midland International Air & Space Port (MAF), east of the existing Air Cargo Facility and along the existing aircraft apron for a potential tenant to construct a large manufacturing and assembly facility (see attached Exhibit 1). Based on previous limited soil testing at this site, it is recommended that further environmental testing and evaluation be performed to determine the extent, if any, of potential environmental issues that would need to be addressed to prepare the site for development. Depending on the results of the environmental testing, recommendations for soil management during construction and/or facility construction methods will be developed as part of the Site Assessment Report. The services proposed include the following:
 - a. Environmental Assessment (Terracon Consultants proposal and scope attached)
 - i. Limited Soil Sampling at the proposed site.
 - ii. Limited Soil Gas Sampling at the proposed site.
 - iii. Soil Management Plan preparation based on the results of the soil sampling tests. This plan is intended to provide recommendations during construction of the facility to address excess soil generated.
 - b. Prepare and submit to the Federal Aviation Administration (FAA) a “Request for FAA Section 163 Determination” and an “Environmental Determination” for the proposed development on this site at MAF.
 - c. Review historical data to determine potential WWII era utilities or structures that would require removal either in preparation of the development or as part of the construction of the potential facility.
2. Parkhill will prepare a Site Assessment Report for this site which will include the items listed above.

Parkhill

Hourly Rate Schedule

January 1, 2022 through December 31, 2022

Client: Midland Development Corporation

Project: MDC Facility Development Site Assessment at MAF

Agreement Date: _____

Location: Midland International Air & Space Port

CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	\$68.00	PROFESSIONAL LEVEL III		PROFESSIONAL LEVEL VI	
SUPPORT STAFF II	\$79.00	Architect	\$167.00	Architect	\$277.00
SUPPORT STAFF III	\$109.00	Civil Engineer	\$197.00	Civil Engineer	\$298.00
SUPPORT STAFF IV	\$116.00	Electrical Engineer	\$191.00	Electrical Engineer	\$311.00
SUPPORT STAFF V	\$129.00	Interior Designer	\$150.00	Interior Designer	\$239.00
SUPPORT STAFF VI	\$139.00	Landscape Architect	\$162.00	Landscape Architect	\$257.00
PROFESSIONAL LEVEL I		Mechanical Engineer	\$191.00	Mechanical Engineer	\$311.00
Architect	\$137.00	Structural Engineer	\$189.00	Structural Engineer	\$285.00
Civil Engineer	\$142.00	Surveyor III	\$134.00	Professional Surveyor VI	\$218.00
Electrical Engineer	\$145.00	Other Professional	\$147.00	Other Professional	\$234.00
Interior Designer	\$130.00	PROFESSIONAL LEVEL IV		PROFESSIONAL LEVEL VII	
Landscape Architect	\$130.00	Architect	\$205.00	Architect	\$356.00
Mechanical Engineer	\$142.00	Civil Engineer	\$230.00	Civil Engineer	\$356.00
Structural Engineer	\$136.00	Electrical Engineer	\$225.00	Electrical Engineer	\$356.00
Surveyor I	\$103.00	Interior Designer	\$164.00	Interior Designer	\$268.00
Other Professional	\$128.00	Landscape Architect	\$175.00	Landscape Architect	\$356.00
PROFESSIONAL LEVEL II		Mechanical Engineer	\$225.00	Mechanical Engineer	\$356.00
Architect	\$147.00	Structural Engineer	\$219.00	Structural Engineer	\$356.00
Civil Engineer	\$159.00	Surveyor IV	\$154.00	Professional Surveyor VII	\$241.00
Electrical Engineer	\$164.00	Other Professional	\$174.00	Other Professional	\$356.00
Interior Designer	\$137.00	PROFESSIONAL LEVEL V			
Landscape Architect	\$137.00	Architect	\$249.00		
Mechanical Engineer	\$164.00	Civil Engineer	\$277.00		
Structural Engineer	\$154.00	Electrical Engineer	\$275.00		
Surveyor II	\$115.00	Interior Designer	\$197.00		
Other Professional	\$135.00	Landscape Architect	\$213.00		
		Mechanical Engineer	\$275.00		
		Structural Engineer	\$264.00		
		Professional Surveyor V	\$181.00		
		Other Professional	\$194.00		

Expenses: Reimbursement for expenses as listed, but not limited to, incurred in connection with services, will be at cost plus 15 percent for items such as:

1. Maps, photographs, postage, phone, reproductions, printing, equipment rental, and special supplies related to the services.
2. Consultants, soils engineers, surveyors, contractors, and other outside services.
3. Rented vehicles, local public transportation and taxis, road toll fees, travel, and subsistence.
4. Special or job-specific fees, insurance, permits, and licenses applicable to work services.
5. Mileage at IRS-approved rate.

Rate for professional staff for legal proceedings or as expert witnesses will be a rate one-and-a-half times these Hourly Rates. Excise and gross receipt taxes, if any, will be added as an expense.

Foregoing Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2022 through December 31, 2022. After December 31, 2022, invoices will reflect the Schedule of Charges currently in effect.



POTENTIAL MANUFACTURING AND
ASSEMBLY FACILITY DEVELOPMENT SITE

PACKET

11.18

August 23, 2022

EXHIBIT 1
SITE LOCATION - MAF

300 ft



July 20, 2022



Mr. Danny G. Winchester
Parkhill
1700 West Wall Street, Suite 100
Midland, Texas 79701

Phone: (432) 697-1447
Fax: (432) 697-9758
Email: dwinchester@team-psc.com

Re: Proposal for Environmental Consulting Services
Aerospace Development Park
NEC of La Force Boulevard and Highway 80 East
Midland, Midland County, Texas 79706
Terracon Project No. AR167008

Dear Mr. Winchester:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to Parkhill to provide environmental consulting services in support of the anticipated development of a leased tract at the Aerospace Development Park located on the southwest portion of the Midland International Air & Space Port located at 9506 La Force Blvd in Midland, Texas. The proposed environmental consulting services include (Task 1) limited soil sampling for perfluoroalkyl substances/polyfluoroalkyl substances (PFAS) within the anticipated building footprint, (Task 2) assessment of soil gas within the building footprint to evaluate the feasibility of a vapor mitigation system, (Task 3) the generation of a soil management plan (SMP), and ~~(Task 4) the relocation of monitoring wells MW-26 and MW-34 to facilitate construction efforts of the facility.~~ **REMOVED FROM SCOPE**

Scope of Services

(see Section 2.0 of attached Proposal Detail)

Task 1: Limited Soil Sampling

Advance up to 3 soil borings in the area of the proposed development to a depth of up to 20 feet below ground or first encounter of groundwater, whichever is shallower. Collect up to 3 soil samples from each boring. Contain soil cuttings for analysis and disposal. Tremie grout the borings upon completion.

Task 2: Limited Soil Gas Sampling

Advance up to 3 soil gas points in the area of the proposed development to a depth of up to 10 feet below ground surface. Collect 1 soil gas sample from each soil gas point and 1 ambient air sample as an ambient air control.



Proposal for Environmental Consulting Services

Aerospace Development Park ■ Midland, Texas

July 20, 2022 ■ Terracon Proposal No. AR167008



REMOVED FROM SCOPE →	<u>Task 3: Soil Management Plan</u> Develop a soil management plan to evaluate and manage excess soil and groundwater generated during construction of the proposed facility. <u>Task 4: Monitoring Well Relocation</u> Plug and abandon monitoring wells MW-26 and MW-34 in accordance with state regulations to facilitate future development in the area. Upon completion of the construction activities or when deemed appropriate, Terracon will install two monitoring wells as replacement wells to maintain north control of the hydrocarbon groundwater plume. The monitoring wells will be installed with surface completions to a depth of 40 feet below ground or first encounter of groundwater, whichever is shallower. The monitoring wells will be included in the quarterly monitoring program for the site.
-----------------------------	---

Schedule (see Section 3.0 of attached Proposal Detail)	<u>Task 1: Limited Soil Sampling</u> Field drilling and sampling will take place based on earliest availability of the driller. The work will be done within one-week, barring weather delays. The analytical results will be received within 3 weeks from the time the laboratory receives the sampling containers. A summary will be presented within 24 to 48 hours of receipt of the results and a draft report will be generated within 3 weeks of receipt of all analytical results. <u>Task 2: Limited Soil Gas Sampling</u> Field drilling and sampling will take place based on earliest availability of the driller. The work will be done within one-week, barring weather delays. The analytical results will be received within 3 weeks from the time the laboratory receives the sampling containers. A summary will be presented within 24 to 48 hours of receipt of the results and a draft report will be generated within 3 weeks of receipt of all analytical results. <u>Task 3: Soil Management Plan</u> The plan will be drafted in 2 weeks and finalized within 3 days of receipt of comments.
--	--

Proposal for Environmental Consulting Services

Aerospace Development Park ■ Midland, Texas

July 20, 2022 ■ Terracon Proposal No. AR167008



REMOVED FROM SCOPE	<u>Task 4: Monitoring Well Relocation</u> Well plugging and abandonment will take place prior to the commencement of construction at the property and will take approximately one-day in the field. Well installation will be executed within one-week, barring weather delays. The analytical results will be received within 3 weeks from the time the laboratory receives the sampling containers. A summary will be presented within 24 to 48 hours of receipt of the results and a draft report will be generated within 3 weeks of receipt of all analytical results.
Compensation (see Section 3.0 of attached Proposal Detail)	<u>Task 1: Limited Soil Sampling</u> Time and materials not to exceed \$37,200. <u>Task 2: Limited Soil Gas Sampling</u> Time and materials not to exceed \$14,150. <u>Task 3: Soil Management Plan</u> Time and materials not to exceed \$5,400. <u>Task 4: Monitoring Well Relocation</u> REMOVED FROM SCOPE Time and materials not to exceed \$58,900.

We have attached a Supplement to Agreement for Services that is incorporated into this proposal and that you must sign to authorize us to do this work. This proposal is valid for 60 days from the date of this proposal. We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If this proposal meets with your approval, please sign the attached Supplement to Agreement for Services and return a copy to our Lubbock office. Project initiation may be expedited by emailing a signed copy to the undersigned.

Proposal for Environmental Consulting Services

Aerospace Development Park ■ Midland, Texas

July 20, 2022 ■ Terracon Proposal No. AR167008

If you should have any questions or comments regarding this proposal, please contact either of the undersigned at 806-300-0140.

Sincerely,

Terracon Consultants, Inc.



Rane Wilson, P.G.

Environmental Department Manager



Erin Loyd, P.G.

Office Manager

Attachments: Site Diagram with Proposed Soil Locations
Proposal Detail
Supplement to Agreement for Services

Proposal for Limited Soil Sampling and Soil Management Plan

Aerospace Development Park ■ Midland, Texas

July 20, 2022 ■ Terracon Proposal No. P94207296

1.0 PROJECT INFORMATION

The site is located within the Midland International Air and Space Port, an approximate 1,429-acre tract of land located on the north side of West Highway 80 East in Midland, Midland County, Texas. The area of interest is located within the southwest portion of the Midland International Air and Space Port and currently does not have any improvements. This is the parcel of land in which a City of Midland partnership intends to develop a warehouse structure.

2.0 SCOPE OF SERVICES

The proposed scope of work is in response to limited site investigations (LSIs) completed by Groundwater & Environmental Services, Inc. (GES) and Terracon Consultants, Inc. (Terracon) on a 5.25-acre parcel of land located east of Banks Drive at the Midland International Air and Space Port with an address of 9506 La Force Boulevard in Midland, Texas. The LSIs identified the presence of two perfluoroalkyl substances/polyfluoroalkyl substances (PFAS) in groundwater above the Texas Risk Reduction Program (TRRP) Tier 1 Protective Concentration Levels (PCLs). Additionally, the investigations identified the presence of PFAS in soil below TRRP PCLs. The LSIs also identified metals in the soil that exceed TRRP Tier 1 soil-to-groundwater protection PCLs.

At the request of the client, Terracon will provide environmental consulting services to address construction considerations for the management of soils during construction (Tasks 1 and 3), assess soil gas proximate to the proposed development to plan for the mitigation of potential environmental exposures (Task 2), ~~and relocate existing monitoring wells to continue monitoring of the hydrocarbon groundwater plume at the site (Task 4).~~ **REMOVED FROM SCOPE**

2.1 Objectives

The objectives of this proposal include:

Task 1: Limited Soil Sampling

The objective of the proposed sampling is to further evaluate the presence of PFAS within the proposed building footprint. This evaluation will be utilized to aid in waste classification efforts in anticipation of the need for the management of exported soils resulting from construction efforts.

Task 2: Limited Soil Gas Sampling

The objective of the limited soil gas sampling is to evaluate the potential presence of hydrocarbons in soil gas from the hydrocarbon groundwater plume. This evaluation will be utilized to determine the need for the incorporation of a vapor mitigation system as an exposure prevention measure for the proposed structure on the property. Terracon can design the vapor mitigation system which will be

Proposal for Limited Soil Sampling and Soil Management Plan

Aerospace Development Park ■ Midland, Texas

July 20, 2022 ■ Terracon Proposal No. P94207296

installed by an approved installation vendor, if required.

Task 3: Soil Management Plan (SMP)

The objective of the SMP is to make sure that excess soil generated from construction of the proposed building is managed in accordance with environmental regulations.

~~Task 4: Monitoring Well Relocation~~ REMOVED FROM SCOPE

~~Monitoring wells MW-26 and MW-34 are presently placed within the conceptual boundary of the proposed building. The objective of the proposed monitoring well relocation efforts is to maintain the ability to maintain control of the documented hydrocarbon groundwater plume on the northern extent of the plume. Monitoring wells MW-26 and MW-34 will be plugged and abandoned in accordance with state regulations. Replacement locations will be chosen in coordination with Parkhill.~~

2.2 Commitment to Safety

Terracon has a commitment to the safety of all its employees. As such, and in accordance with our *Incident and Injury Free®* safety culture, Terracon will develop a Project Safety Plan to be used by our personnel during field services. Prior to commencement of on-site activities, Terracon will hold a tailgate safety meeting to review site-specific job hazards and health and safety needs for this specific project. In addition, prior to engaging in new on-site activities or tasks, we will re-evaluate potential job hazards and appropriate safe working procedures as part of our Pre-Task Planning process. At this time, we anticipate performing fieldwork in a U.S. EPA Level D work uniform consisting of safety glasses, protective gloves, and hard-toed boots. It may become necessary to upgrade this level of protection, at additional cost, while sampling activities are being conducted in the event that petroleum or chemical constituents are encountered in soils or groundwater that present an increased risk for personal exposure.

2.3 Task 1: Limited Soil Sampling

Up to 3 borings will be advanced within the 5.25-acre parcel to a depth of up to 20 feet below ground surface (bgs). Up to 3 soil samples will be collected from each borehole and analyzed for PFAS using EPA Method 537.1M, TPH using Texas Method 1005, and RCRA metals following EPA Method 6020/7471. The samples will be placed in laboratory-supplied containers, chilled with ice placed in top-sealing plastic bags, and sealed by a custody seal. The samples will be logged on a chain of custody, which will be sent with the samples to the analytical laboratory. The selected analytical laboratory is ALS Global.

The soil will be logged by a field scientist and soil cuttings drummed for future disposal. The boreholes will be tremie grouted with cement/bentonite to ground surface. The sample with the highest concentrations of metals will be analyzed using the toxicity characterization leaching procedure (TCLP)

Proposal for Limited Soil Sampling and Soil Management Plan

Aerospace Development Park ■ Midland, Texas

July 20, 2022 ■ Terracon Proposal No. P94207296

by EPA Method 1311 to aid in the characterization of soils at the site for waste disposal. Although drilling will be conducted using air rotary, the soil will be screened using a hand-held photo ionization detector (PID).

The analytical results will be turned around in 5 business days for all analytes except PFAS, which will be completed in 15 business days. TCLP tests take 2 additional days beyond the standard 5-day turnaround time.

The drilling rig will be cleaned before drilling to eliminate road contamination and between each boring to eliminate cross-contamination. Samplers will wear clean latex gloves before each sampling event to prevent any PFAS contamination that may be present on the sampler's hands. Additionally, no Teflon tubing or Teflon cap lining will be used. More importantly, equipment blanks on non-disposable equipment will be collected daily to determine whether equipment cross-contamination may have occurred and to capture any potential contributions from the site (e.g., ambient depositions).

2.4 Task 2: Limited Soil Gas Sampling

The soil gas sampling probes (SGPs) will be advanced to a depth of approximately 8 feet bgs using a drilling rig equipped with direct-push capabilities. Soil gas sampling implants, consisting of screened sampling tips and Teflon-lined tubing, will be placed in the boreholes with the sampling tips located at an approximate depth of 6 feet bgs. The interval surrounding the sampling tip will be backfilled with silica sand, followed by an approximate 4-inch later of dry bentonite chips or granules and then a grout mixture to the surface.

The SGPs will be sampled 24 hours after installation using laboratory-supplied 1-Liter Summa canisters that will be pre-tested and batch-certified as free COCs by the analytical laboratory. The canisters will be connected to the sampling points using dedicated Teflon-lined sample tubing and will be equipped with laboratory-supplied flow regulators allowing for sample collection at a low-flow rate (i.e., <200 ml/min). Three sample train volumes will be purged prior to soil gas sample collection. Leak detection will be conducted using vacuum shut-in tests.

In addition to the soil gas samples, a field/materials blank will be collected by collecting a sample of outdoor ambient air through the sample tubing and fittings stock utilized for the soil gas points and sampling trains.

Upon completion of sample collection, the Summa canisters will be closed, secured, and appropriately labeled with pertinent sample information. Canister pressures will be recorded upon initiation of sample collection, after sample collection, and after receipt at the laboratory. The sample containers will then be transported under chain-of-custody to the selected analytical laboratory for analysis within 10 days following receipt of the samples by the laboratory.

Proposal for Limited Soil Sampling and Soil Management Plan

Aerospace Development Park ■ Midland, Texas

July 20, 2022 ■ Terracon Proposal No. P94207296

2.5 Task 3: Soil Management Plan

Terracon will prepare a SMP that will serve as a guide for managing soils during the proposed on-site construction activities, including excavation, grading, and/or pier drilling, as applicable. The SMP will include the following:

- Site plan showing the extent of affected soil identified during previous investigations;
- Terracon and project team contact information and notification protocol;
- Contingency plan for management of unanticipated affected soils;
- Field procedures for stockpiling and managing excavated soils and/or pier spoils;
- Field procedures for containerizing and managing affected surface water accumulated in excavations;
- Sampling plan for waste characterization of soil;
- Soil re-use options;
- Procedures for non-hazardous waste characterization and profiling; and,
- Procedures for waste manifesting and documentation of waste disposition.

Prior to commencement of site construction activities, Terracon recommends that a meeting with the general contractor, excavation/grading contractor, and other applicable parties be held to communicate the applicable protocol related to the environmental conditions at the site and soil management practices recommended for the site. This meeting is not included in the scope of services. Implementation of the plan is not included in the scope of services.

~~2.6 Task 4: Monitoring Well Relocation~~ REMOVED FROM SCOPE

~~Monitoring wells MW-26 and MW-34 will be plugged and abandoned in accordance with Texas regulations which include the removal of the well screen and casing and the grouting of the monitoring well annulus to the surface. This action will take place prior to the commencement of construction activities including site grading activities.~~

~~When deemed appropriate by Parkhill, permanent groundwater monitoring wells to evaluate on-site groundwater within the assessment area will be constructed as follows:~~

- ~~Installation of 15 feet of 2-inch diameter, 0.010-inch machine-slotted polyvinyl chloride (PVC) well screen with a threaded bottom cap;~~
- ~~Installation of 2-inch diameter, threaded, flush-joint PVC riser pipe to surface;~~
- ~~Addition of pre-sieved 20/40-grade silica sand for annular sand pack around the well screen from the bottom of the boring to approximately 2 feet above the top of the well screen;~~
- ~~Placement of 2 feet of hydrated bentonite pellets above the sand pack;~~
- ~~Addition of cement/bentonite slurry to the surface; and,~~
- ~~Installation of a locking well cap and surface completion.~~

Proposal for Limited Soil Sampling and Soil Management Plan

Aerospace Development Park ■ Midland, Texas

July 20, 2022 ■ Terracon Proposal No. P94207296

The monitoring wells will be developed by surging and removing groundwater until fluids appear relatively free of fine-grained sediment. Drill cuttings, development groundwater, and equipment cleaning water will be stored temporarily on-site in labeled 55-gallon drums pending the results of the laboratory analyses. The drum labels will identify the apparent contents of the drum and the initial accumulation date.

Following development of the monitoring wells and prior to groundwater sample collection, each well will be purged with a new disposable bailer or low-flow sampling equipment. Each monitoring well will be purged of a minimum of three well casing volumes of groundwater, until the monitoring well formation fails to recharge (i.e., well runs dry), or until consistent values are obtained for select geochemical parameters when low-flow sampling. Subsequent to sufficient recharge or parameter stabilization, one groundwater sample will be collected from each monitoring well utilizing a new, disposable, polypropylene bailer or low-flow sampling equipment.

The groundwater samples will be collected into laboratory-prepared containers. The containers will be labeled and placed on ice in a cooler which will be secured with a custody seal. The samples and completed chain-of-custody forms will be transported to the selected analytical laboratory for analysis within 10 business days following receipt of the samples by the laboratory.

3.0 SCHEDULE AND FEE

If, as a result of these services, additional work is required outside the scope of this proposal, you will be contacted to discuss costs for additional work. Client authorization will be obtained prior to commencement of any additional work outside the scope of services in this proposal. Schedule and fee breakdown by task is detailed below.

3.1 Task 1: Limited Soil Sampling

Driller availability has not been confirmed at the time of this proposal. It is estimated that the drilling can be completed within three weeks once the proposal is approved. The analytical results will be received within 3 weeks from the time the laboratory receives the sampling containers. A summary will be presented within 24 to 48 hours of receipt of the results and a report will be generated within 3 weeks of receipt of all analytical results. Estimated Task 1 costs are summarized below:

Task 1 Estimated Fee	
Item	Estimated Fee
Consulting Labor	\$9,000
Drilling	\$14,000
Analytical	\$9,500
IDW Disposal	\$1,700
Equipment and Expenses	\$2,000
Total	\$37,200

Proposal for Limited Soil Sampling and Soil Management Plan

Aerospace Development Park ■ Midland, Texas

July 20, 2022 ■ Terracon Proposal No. P94207296

3.2 Task 2: Limited Soil Gas Sampling

Driller availability has not been confirmed at the time of this proposal. It is estimated that the drilling can be completed within three weeks once the proposal is approved. The analytical results will be received within 3 weeks from the time the laboratory receives the sampling containers. A summary will be presented within 24 to 48 hours of receipt of the results and a report will be generated within 3 weeks of receipt of all analytical results. Estimated Task 1 costs are summarized below:

Task 2 Estimated Fee	
Item	Estimated Fee
Consulting Labor	\$6,000
Drilling	\$3,750
Analytical	\$2,500
IDW Disposal	\$500
Equipment and Expenses	\$1,400
Total	\$14,150

3.3 Task 3: Soil Management Plan

The plan will be drafted in 2 weeks and finalized within 3 days of receipt of comments. Estimated Task 2 costs are summarized below:

Task 3 Estimated Fee	
Item	Estimated Fee
Consulting Labor	\$5,400
Total	\$5,400

~~3.4 Task 4: Monitoring Well Relocation~~ REMOVED FROM SCOPE

~~Driller availability has not been confirmed at the time of this proposal. It is estimated that the drilling can be completed within three weeks once the proposal is approved. The analytical results will be received within 3 weeks from the time the laboratory receives the sampling containers. A summary will be presented within 24 to 48 hours of receipt of the results and a report will be generated within 3 weeks of receipt of all analytical results. Estimated Task 3 costs are summarized below:~~

Task 4 Estimated Fee	
Item	Estimated Fee
Consulting Labor	\$10,000
Drilling	\$44,000
Analytical	\$900
IDW Disposal	\$1,750
Equipment and Expenses	\$2,250

Proposal for Limited Soil Sampling and Soil Management Plan

Aerospace Development Park ■ Midland, Texas

July 20, 2022 ■ Terracon Proposal No. P94207296



Total	\$58,900
--------------	-----------------

4.0 GENERAL COMMENTS

The scope of services and estimated fee were based on the assumptions and limitations noted below.

Assumptions

This proposal and cost estimate were prepared based on the following assumptions:

- Client will provide to Terracon, prior to mobilization, legal right of entry to the site (and other areas if required) to conduct the scope of services.
- Client will notify Terracon, prior to mobilization, of any restrictions, special site access requirements, or known potentially hazardous conditions at the site (e.g., hazardous materials or processes, specialized protective equipment requirements, unsound structural conditions, etc.)
- Traffic control services are not required.
- Driving soil borings and sampling can be conducted during normal business hours and will not require lighting for night-time work.
- The site is readily accessible by truck.
- A formal data validation review and submittal is not included.
- Reporting to the agency is not included. The analytical summary of results including characterization of the results will be presented to Parkhill.
- Standard turnaround time for sample analysis is included.
- Work will be conducted in Level D PPE.
- Client will review draft documents and provide comments in a timely manner.
- The scope of services does not include additional assessments.
- Interface with the developer or their consultant is not included in the scope of services. The developer or their consultant will not review or approve of the SMP.
- Implementation of the SMP is not included in the scope of services.

If any of these assumptions or conditions is not accurate or changes during the project, the stated fee is subject to change. Please contact us immediately if you are aware of any inaccuracies in these assumptions and conditions, so we may revise the proposal or fee.

Site Access and Safety

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In

Proposal for Limited Soil Sampling and Soil Management Plan

Aerospace Development Park ■ Midland, Texas

July 20, 2022 ■ Terracon Proposal No. P94207296

addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Limitations

Terracon's services will be performed in a manner consistent with generally accepted practices of the profession undertaken in similar studies in the same geographic area during the same period. Terracon makes no warranties, express or implied, regarding its services, findings, conclusions, or recommendations. Please note that Terracon does not warrant the work of laboratories, regulatory agencies, or other third parties supplying information used in the preparation of the report. These services will be performed in accordance with the scope of work agreed with you, our client, as set forth in this proposal and are not intended to be in strict conformance with ASTM E1903-19.

Findings, conclusions, and recommendations resulting from these services will be based upon information derived from on-site activities and other services performed under this scope of work; such information is subject to change over time. Certain indicators of the presence of hazardous substances, petroleum products, or other constituents may have been latent, inaccessible, unobservable, nondetectable, or not present during these services, and we cannot represent that the site contains no hazardous substances, toxic substances, petroleum products, or other latent conditions beyond those identified during these services. Subsurface conditions may vary from those encountered at specific borings or wells or during other surveys, tests, assessments, investigations or exploratory services; the data, interpretations, findings and our recommendations are based solely upon data obtained at the time and within the scope of these services.

Reliance

The information will be prepared for the exclusive use and reliance of Parkhill (client) and the City of Midland, Texas (property owner). Reliance by any other party is prohibited without the written authorization of the client and Terracon. Reliance on these services by the client and all authorized parties will be subject to the terms, conditions, and limitations stated in the Agreement for Services with the client, sections of this proposal incorporated therein and the Reliance Agreement. The limitation of liability defined in the Agreement for Services with the client is the aggregate limit of Terracon's liability to the client and all relying parties.



City Council Meeting

Item Number: 12
Meeting Date: August 23, 2022
To: City Council / City Manager
From: Tina Jauz, Assistant City Manager
Subject: Motion approving a promotional agreement between the Midland Development Corporation and Higher Orbits, Inc., to advertise and publicize the City of Midland for the purpose of developing new and expanded business enterprises (DISTRICT: ALL) (CITY MANAGER)

Purpose:

The Board of Directors of the Midland Development Corporation approved at a regular meeting on August 1, 2022 a resolution authorizing the execution of a promotional agreement with Higher Orbits, Inc. 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:

\$60,000.00

Discussion:

This promotional agreement provides funding for a portion of the costs (\$60,000) associated with continuing the Go for Launch! program in Midland, to engage high school students about aerospace, STEM, and the possibilities of a career in aerospace. MISD will pay for the remaining half under a separate agreement with Higher Orbits. The 2022-2023 Go for Launch! program will include three events, culminating in the launch of a student-led design project to the International Space Station.

Morris Williams Jr.

City Manager's Office

PROMOTIONAL AGREEMENT

THIS PROMOTIONAL AGREEMENT (“**Agreement**”) is made and effective the 23rd day of August, 2022, by and between the MIDLAND DEVELOPMENT CORPORATION (“**MDC**”), an economic development corporation existing under the authority of Chapter of 504 of the Texas Local Government Code, and HIGHER ORBITS, INC. (“**HIGHER ORBITS**”). In this Agreement, MDC and HIGHER ORBITS are sometimes individually referred to as a “**Party**” and collectively referred to as the “**Parties**.”

W I T N E S S E T H:

WHEREAS, MDC is authorized to expend promotional funds in order to advertise or publicize the City of Midland for the purpose of developing new and expanded business enterprises pursuant to Section 504.105 of the Texas Local Government Code;

WHEREAS, MDC’s expenditure of promotional funds for the advertising and promotional services described herein will advertise and publicize the City of Midland for the purpose of developing new and expanded business enterprises, and will thereby enhance and promote economic development within the City of Midland; and

WHEREAS, it is the desire of the Parties to combine their efforts for the purpose of promoting the City of Midland and HIGHER ORBITS by executing the *Go for Launch!* Program in the City of Midland to engage high school students about space and STEM, and excite Midland students about the possibilities of a career in aerospace (the “*Project*”);

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits which will accrue to the Parties, as well as the general citizenry of the City of Midland, the Parties have agreed and do hereby agree as follows:

I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which HIGHER ORBITS shall perform advertising and promotional services for MDC for the purpose of developing new and expanded business enterprises in the City of Midland and thereby enhance and promote economic development within the City of Midland.

II. OBLIGATIONS OF THE PARTIES

A. MDC Payment. MDC agrees to make one (1) lump-sum payment to HIGHER ORBITS in the amount of \$60,000.00, with said payment to be made on or before September 30, 2022. The total funds provided by MDC under this Agreement shall not exceed \$60,000.00. The Parties covenant and agree that all funds provided by MDC under this Agreement are in exchange for HIGHER ORBITS’ advertising and promotional services as set forth herein.

B. Higher Orbits’ Services. HIGHER ORBITS shall use commercially reasonable efforts to provide those services associated with the Project as described in **Exhibit A**, which is attached hereto and incorporated herein for all purposes. HIGHER ORBITS shall perform all services in a workmanlike manner. HIGHER ORBITS shall coordinate with MDC’s Executive Director

regarding the design, nature, content, and implementation of the services to enable the advertising and promotional activities performed hereunder to be effective and efficient in achieving the purpose of this Agreement.

C. Higher Orbits' Report. During the term of this Agreement, at a time and place mutually agreed to by the Parties, HIGHER ORBITS shall provide MDC with a report or presentation containing a detailed summary of HIGHER ORBITS's efforts to promote new and expanded business enterprises within the City of Midland and its administration of the Project.

III. INDEPENDENT CONTRACTOR

HIGHER ORBITS shall operate hereunder as an independent contractor and not as an officer, agent, servant, or employee of MDC. HIGHER ORBITS shall have exclusive control of, and the exclusive right to control, the details of the work to be performed hereunder and all personnel performing the same, and shall be solely responsible for the acts and omissions of its officers, members, agents, employees or contractors. In no event shall any person participating in or performing any of HIGHER ORBITS' duties or responsibilities hereunder be considered an officer, agent, or employee of MDC. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control," which would give rise to vicarious liability. HIGHER ORBITS shall be an independent contractor under this Agreement and shall assume all the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. MDC does not have the power to direct the order in which the work is done. MDC shall not have the right to control the means, methods or details of HIGHER ORBITS' work. HIGHER ORBITS shall assume exclusive responsibility for its work.

IV. TERM OF AGREEMENT

Upon execution by the Parties, this Agreement becomes effective August 23, 2022, and shall terminate on September 30, 2023, or when terminated by mutual agreement of the Parties, or when terminated as provided herein.

V. GENERAL TERMS

A. Entire Agreement. This Agreement embodies the complete agreement of the Parties, superseding all oral or written, previous and contemporary agreements between the Parties relating to matters in this Agreement; and except as otherwise provided herein, this Agreement cannot be modified or amended without a written agreement of the Parties.

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

C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

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

E. Notices. All notices to either Party required under this Agreement shall be sent by certified U.S. mail, postage prepaid, addressed to such Party at its respective address shown below. All notices shall be deemed given on the date so deposited in the mail, unless otherwise provided herein. Either Party hereto may change the address below by sending written notice of such change to the other Party.

If to MDC:

Executive Director
Midland Development Corp.
200 N. Loraine St., Suite 610
Midland, Texas 79701

If to HIGHER ORBITS:

Michelle Lucas
Higher Orbits

F. Assignment. This Agreement shall be binding upon the Parties and their successors and assigns. This Agreement may not be assigned by HIGHER ORBITS without the prior written consent of MDC.

G. Release. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, HIGHER ORBITS HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES MDC, MDC'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH HIGHER ORBITS HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR MDC'S NEGLIGENCE.

H. Amendments. This Agreement may be amended by written instrument executed by both Parties expressly stating the intention to amend this Agreement.

I. Governmental Immunity. By executing this agreement, MDC is not waiving its right of governmental immunity. MDC is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

J. Waiver of Attorney Fees. By executing this Agreement, **THE PARTIES AGREE TO WAIVE AND DO HEREBY WAIVE ANY CLAIM THEY HAVE OR MAY HAVE AGAINST THE OTHER PARTY REGARDING THE AWARD OF ATTORNEY FEES, WHICH ARE IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION, OR BREACH OF THIS AGREEMENT. THE**

PARTIES SPECIFICALLY AGREE THAT IF EITHER PARTY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), THAT PARTY AGREES TO WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY FEES TO WHICH IT MIGHT OTHERWISE BE ENTITLED.

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

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

M. Governmental Function. MDC and HIGHER ORBITS hereby acknowledge and agree that the entirety of MDC's performance and obligations under this Agreement are governmental functions. By entering into this Agreement, HIGHER ORBITS releases MDC from any present or future claims asserting that MDC's performance or obligations under this Agreement are not governmental functions.

[Signature Pages Follow]

EXECUTED by the duly authorized officials of the Parties as of the day and year first above written.

**MIDLAND DEVELOPMENT
CORPORATION**

Stephen Lowery, Chairman

ATTEST:

Jill Pennington, Secretary

HIGHER ORBITS, INC.

By _____

Name _____

Title _____

THE STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of the HIGHER ORBITS, INC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2022.

Notary Public, State of _____

Go For Launch! Midland Second Series (2022-2023) Proposal from Higher Orbits

History

- In 2021 & 2022, Higher Orbits ran 3 *Go For Launch!* programs in Midland with Astronauts Don Thomas, Greg H. Johnson, and Dottie Metcalf-Lindenburger. These events were run in October 2021, April & June 2022 and held at a different MISD school each time. In addition to the student participant engagement, we were able to also engage a number of teachers from across the district.
- From these events, winning teams were selected and in the next few months we will announce an overall Series Winning Team who will have their experiment launched to be conducted on the International Space Station. (Timing of this is to be determined by if an event is held as an awards ceremony to announce the winners.)
- In addition, Higher Orbits brought Astronaut Wendy Lawrence to Midland to speak at 3 different schools in the spring
- Higher Orbits also held a public event in June to engage adults in the community in this STEM initiative for their students and to educate them about the Midland Spaceport

Goals for Second Series of Event

- Continue to excite High School Students about Space & STEM. We want to build on the foundation that has been laid with the first series of events and continue to reach more students who have not yet participated in addition to continuing to provide opportunity for those who have been part and are now more interested in the possibilities of STEM &/or Space
- Engage Midland students about the possibilities of a career in Aerospace.
- Keep STEM & Aerospace at the forefront of students and parents minds
- Continue to engage MISD educators about the possibilities of space

Go For Launch! General Info

Go For Launch! (GFL!) is Higher Orbits flagship STEM-based, hands-on educational experience. This exciting, multi-day, out of this world experience, uses spaceflight and space exploration as the launchpad for students to develop and strengthen their 21st century skills including STEM, teamwork, communication and leadership. From novice to advanced, students from all STEM backgrounds will find the *GFL!* experience a user-friendly environment where they can learn and excel.

Working together in teams during their entire *Go For Launch!* experience, students are immersed in the wonder of spaceflight and space exploration. Through a variety of “fireside chat” type talks from space and STEM industry experts students gain insight

and feedback on current and emerging STEM academic and career possibilities. Each fireside chat is complemented with a collaborative learning activity where student teams complete tasks (designed to build/enhance leadership, teamwork and communication skills) to receive daily awards. A feature unique to the *Go For Launch!* experience is students work side-by-side with an astronaut for the entire event.

The culminating *Go For Launch!* learning activity is a design project. Each team works together to define and design their own space experiment that could be tested in space on the International Space Station. The teams present their experiment idea to a judging panel of space and STEM industry experts, who will select one overall winning team experiment for each *Go For Launch!* event. The winning team's experiments from within a Series are competed against each other and one overall Series Winning Team is selected.

The winning team's experiment will be launched into space!

Proposal

Midland, TX Opportunity – 3 events in 2022/2023 with a guaranteed launch – *Go For Launch!* Midland Series 2 (can modify name as appropriate)

- Each event can have up to 65 students in grades 8-12
 - Can discuss how to allocate slots in the program to students.
Possibilities include a fixed number for each school or we can just open up signups to any who fit within the parameters
 - Recommend a mix of students across all the grades encompassed for this program
- Proposed Scheduling
 - Per Jeff Horner we are targeting (if proposal approved): fall intercessional week, week of 20 February 2023, week of 5 June 2023
 - We will always do all we can to be flexible as required if dates need to move
- Host Locations
 - To date have been 3 separate schools.
 - Locations for this Series can continue to be schools and/or could be a community facility
- One or two winning teams selected from each individual event. These winning ideas are then competed against each other (this portion happens

electronically typically) and the overall winning team's experiment that is selected with launch to the International Space Station. This means a Midland, TX student experiment from this 2nd Series will fly to space, likely in early 2024 (depending on scheduling of *GFL!* events and then the manifesting of the spaceflight.)

We are a "program" in a box and will bring everything that is necessary to conduct these programs. What is necessary for the hosts is marketing assistance, assistance in identifying and securing students to participate, and connections into the community. We are solely responsible for the build and manifest of the experiment that will go to the International Space Station.

Total cost for 3 events including build and launch of experiment - \$135,000. At this level of funding all students will be able to attend without cost which is important if we are trying to reach those who are not already keenly interested in space and/or aerospace.

Longer Term

To keep momentum and to continue engaging students, we would recommend that this same boilerplate for events be done each year to bring in new students and to also continue to engage those who have been part of the program previously. Students can attend *Go For Launch!* more than once.

"Bonus" Options

- While the winning team from a Series is usually announced via Facebook Live, to further create excitement with the students who participated as well as the community, we would have an Awards Ceremony ~1-2 months after the final event in the Series is held, that is a party to celebrate the students' accomplishments. We will bring in an Astronaut to keynote, and we would announce the winner of the Series, who will have their experiment flown to space, at this event. The community can be invited to attend as well. We have done this before in Durham, NC with their Series and it was a huge hit. There is additional cost associated with this and the cost is TBD based on the type of event that is chosen to be held. We would like to propose to do this for the 1st Series (to be scheduled fall of 2022 and could be done in conjunction with fall *Go For Launch!* dates) and also the 2nd after it is complete in 2023.
 - Options for this award event have a broad range. Some possibilities:
 - Using a school or community facility for an awards party that is casual but fun. Cost for this (to include an Astronaut to be part of the event) \$3-4k

- Formal Gala that the community can be involved with. Would work to bring in more than 1 Astronaut for this depending on funding. Cost TBD
- If it is chosen to do this Awards event separate dates from adjacent to the fall *Go For Launch!* event we could do this and also do school visits to up to 3 schools. There is additional costs associated with this.
- Additionally, we would like to secure the funding (separate from this proposal) to have the students' travel to the launch of the experiment be covered so as to ensure that every member of the team, and a parent with each team member, is able to attend the launch. (Launch date and location to be determined based on manifests. We cannot determine the dates of launch until we determine when we will announce the winning team because we need the team to work with our Integrator to have the payload built for flight.)



City Council Meeting

Item Number: 13
Meeting Date: August 23, 2022
To: City Council / City Manager
From: Tina Jauz, Assistant City Manager
Subject: Motion approving a contract between the Midland Development Corporation and Ron Osborn, Inc., DBA Advanced Environmental Services for the abatement of hazardous materials within the structures located on certain real property described as Lots 1A and 9-12, Block 35, Original Town of Midland, City of Midland, Midland County, Texas (DISTRICT 2) (CITY MANAGER)

Purpose:

The Board of Directors of the Midland Development Corporation approved at a regular meeting on August 1, 2022 a resolution authorizing the execution of an abatement contract with Ron Osborn, Inc., DBA Advanced Environmental Services in the amount of \$280,649.00 for the abatement of hazardous materials within the structures located on certain real property described as Lots 1A and 9-12, Block 35, Original Town of Midland, City of Midland, Midland County, Texas; and authorizing payment for said contract.

Recommended City Council Action:

Approve

Fiscal Impact:

\$280,649.00

Discussion:

Provides for asbestos abatement at the former JL Davis properties downtown at 211 North Colorado Street and 210 North Big Spring Street. The entirety of this amount will be reimbursed from the \$500,000 held in escrow by the JL Davis Estate for abatement.

Morris Williams Jr.

City Manager's Office

Abatement Contract

211 & 221 North Colorado and 210 North Big Spring

THIS CONTRACT, effective as of the **23rd day of August, 2022**, by and between the Midland Development Corporation (“MDC”), and **Ron Osborn, Inc., dba Advanced Environmental Services** (“Company”), is made for the following considerations:

1. **Cost:** Total Proposal: \$280,649.00
2. **Scope of Work:** Company shall perform all work described for the **abatement of the properties located at 211 & 221 North Colorado Street and 210 North Big Spring Street**, said work being further described in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.
3. **MDC’s Representative:** “MDC’s Representative” or “representative” shall mean the Executive Director or her designee who may inspect work performed under this Contract; or such other representative, environmental consultant, supervisor, or inspector as may be authorized by MDC to act in any particular capacity under this Contract. MDC’s Representative may make visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract documents. MDC’s Representative, with exception of the environmental consultant, will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. MDC’s Representative shall not be responsible for Company’s failure to perform the work in accordance with the Contract.
4. **Environmental Consultant:** A licensed environmental consultant will be contracted by MDC to prepare abatement specifications and plans, as well as to supervise and direct all work necessary to abate subject property in a commercially reasonable fashion.
5. **Company:** Unless otherwise stipulated, Company shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all light, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the Contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. Company shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Exception is payment of electrical and water utilization bills. These will be the responsibility of MDC.

5.1. Other than applicable Department of State Health Services (DSHS) permits, Company shall, at

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

5.2. All work shall be completed, and all materials shall be furnished in strict conformity with the Contract specifications.

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

Company shall perform all extra work under the direction of MDC's Representative, or contracted licensed environmental consultant, when presented with a written work order signed by MDC's Representative; subject, however, to the right of the Company to require written confirmation of such extra work order by MDC. Payment for extra work shall be as agreed in the work order.

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

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

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

9. **Start of Work:** Company shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 140 calendar days after release to proceed.

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

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

12. **Payment and Performance Bonds:** Company agrees to post good and sufficient payment and performance bonds, each in the amount of \$280,649.00, as a guarantee of payment due by Company to any

contractor for work contemplated herein and Company's performance of this Contract. Forfeiture of such bonds for nonpayment or noncompliance shall not preclude further action by MDC.

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

13.1. Defective work not remedied;

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

13.3. Failure of Company to make payments promptly to subcontractors or for material or labor that MDC may pay as an agent for the Company; or

13.4. Damages to another contractor or subcontractor.

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

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

15. **Prompt Pay Act:** MDC and Company agree that Texas Government Code, Chapter 2251, Payment for Goods and Services does not waive governmental immunity.

16. **Payment; Retainage:** After all work is completed by Company, including all change orders altering the original scope and amount of the Contract are completed, and MDC has inspected and approved that the work is completed and in compliance with the Contract and all subsequent change orders, MDC may thereafter issue payment to Company in the amount of the Contract and all change orders. MDC shall be the final judge of when the work is completed by Company. MDC, in its sole discretion, shall determine if the work under the Contract and under any change orders has been completed to MDC's requirements.

16.1. MDC may make periodic payments to Company; provided, however, such periodic payments may only be made pursuant to this section, and only after all work and all change orders are completed by Company and approved by MDC. The approval shall be in MDC's sole discretion. Requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by MDC or the MDC's Representative, the request and invoice shall be forwarded for payment less five percent (5%) retainage. The total of these payments shall not exceed ninety-five percent (95%) of the total Contract amount.

17. **Late Completion; Liquidated Damages:** It is hereby understood and mutually agreed, by and between Company and MDC, that the date of beginning and the time for completion as specified in the Contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the work contemplated in this Contract shall be commenced on a date to be specified in the "Notice to Proceed." Company agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between Company and MDC, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

17.1. In the event Company neglects, fails or refuses to complete the work within the time herein specified, or any proper extension thereof granted by MDC, then Company and Company's surety, if any, shall be liable for and does hereby agree, as a part consideration for the awarding of this Contract, to pay to MDC \$500.00, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every day that Company shall be in default after the time stipulated in the Contract for completing the work. Further, MDC shall have the right to cancel this Contract for such delay. In the event MDC cancels this Contract pursuant to the terms of this section, MDC shall pay to Company only those monies deemed appropriate by MDC, in its sole discretion, to compensate Company for any work actually performed, less any liquidated damages Company owes MDC.

17.2. The said amount is fixed and agreed upon by and between Company and MDC because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages MDC would in such event sustain, and said amount is agreed to be the amount of damages that MDC would sustain and said amount shall be retained from time to time by MDC from current periodical estimates.

17.3. It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided, that Company shall not be charged with liquidated damages or any excess cost when MDC determines, in its sole discretion, that Company is without fault and Company's reasons for the time extension are acceptable to MDC. Provided, further, that Company shall not be charged with liquidated damages of any excess cost when the delay in completion of the work is due:

- a. To any preference, priority or allocation order duly issued by the Government;
- b. To unforeseeable cause beyond the control and without the fault or negligence of Company,

including, but not restricted to, acts of God, or of the public enemy, acts of MDC, acts of another contractor in the performance of a contract with MDC, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes , and severe weather; or

- c. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

17.4. Provided, further, that Company shall, within ten (10) days from the beginning of such delay, unless MDC shall, in its sole discretion grant a further period of time prior to the date of final settlement of the Contract, notify MDC, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify Company within a reasonable time of its decision in the matter.

17.5. **COMPANY AGREES THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES MAY BE RECOVERED BY MDC FROM RETAINAGE HELD BY MDC. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES MDC AND ITS AGENTS, EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING FROM MDC WITHHOLDING PAYMENT FROM COMPANY AS LIQUIDATED DAMAGES FOR COMPANY'S FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED HEREIN, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR MDC'S NEGLIGENCE.**

17.6. **COMPANY SHALL RECEIVE NO FINANCIAL COMPENSATION FOR DELAY OR HINDRANCE TO THE WORK. IN NO EVENT SHALL MDC BE LIABLE TO COMPANY OR ANY SUBCONTRACTOR OR SUPPLIER, ANY OTHER PERSON OR ANY SURETY FOR OR ANY EMPLOYEE OR AGENT OF MDC FOR ANY DAMAGES ARISING OUT OF OR ASSOCIATED WITH ANY DELAY OR HINDRANCE TO THE WORK, REGARDLESS OF THE SOURCE OF THE DELAY OR HINDRANCE, INCLUDING EVENTS OF FORCE MAJEURE, AND EVEN IF SUCH DELAY OR HINDRANCE RESULTS FROM, ARISES OUT OF OR IS DUE, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF MDC. COMPANY'S SOLE REMEDY IN ANY SUCH CASE SHALL BE AN EXTENSION OF TIME.**

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

19. **WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, COMPANY**

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

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

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

20. **Governmental Immunity:** By executing this Contract, MDC is not waiving its right of governmental immunity. MDC is not granting consent to be sued by legislative resolution or action. THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

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

Commercial General Liability (including Contractual liability):

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

Business Automobile Liability:	\$250,000.00 combined single limit - Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	\$500,000.00 per accident or occurrence

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

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

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

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

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

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

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

22. **Assignment:** Company shall not, either directly or indirectly, assign all or any part of this Contract

or any interest, right or privilege herein, without the prior written consent of MDC. The issue on whether or not to grant consent to an assignment is in the sole discretion of MDC.

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

24. Governing Law and Venue: The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Contract, without regard to conflict on laws and rules that would direct application of the laws of another jurisdiction. All performance and payment made pursuant to this Contract shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Contract or the performance of this Contract shall be in Midland County, Texas.

25. Independent Contractor: It is expressly understood and agreed that Company shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of MDC; that Company 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 MDC and Company, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between MDC and Company. No person performing any of the work and services described hereunder by Company shall be considered an officer, agent, servant or employee of MDC. Further, it is specifically understood and agreed that nothing in this Contract 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. Company shall be an independent contractor under this Contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. MDC does not have the power to direct the order in which the work is done. MDC shall not have the right to control the means, methods or details of the Company's work. Company shall assume exclusive responsibility for the work. Company is entirely free to do the work in its own way.

26. Notice of Alleged Breach; Statutory Prerequisites: As a condition precedent to filing suit for

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

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

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

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

[Signature Pages Follow]

EXECUTED IN DUPLICATE the day and year first above mentioned.

MIDLAND DEVELOPMENT CORPORATION

Stephen Lowery, Chairman

ATTEST:

Jill Pennington, Secretary

[Signature Page Follows]

RON OSBORN, INC.:

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2022, personally appeared _____ of Ron Osborn, 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 entity, 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 _____, 2022.

Notary Public, State of _____

ADVANCED ENVIRONMENTAL SERVICES

Asbestos * Lead * Microbial * Soil Remediation * Demolition * Scaffolding * Industrial Insulation
advancedenviro.net

PO Box 3709
Odessa, Texas 79760-3709

Office - 432 + 530 - 3700
Fax - 432 + 530 - 3701

August 18, 2022

Mrs. Sara Harris
Midland Development Corp.
Midland, TX.

RE: **Properties at 211 & 221 N. Colorado; and 210 N. Big Spring Asbestos Abatement**

We are pleased to submit this proposal for your review and consideration. Our proposal includes all labor, equipment, materials, supplies, travel, and subsistence, (\$6,000,000) General and Pollution Liability, Auto's Liability and Worker's Comp. insurance for the removal, decontamination, and disposal of all waste per instructions.

Qualifications/ Training

- Advanced Environmental Services has over thirty-five years of experience in asbestos and lead abatement, and over twenty-five years in mold remediation and indoor air quality decontamination.
- Company is trained, certified, and licensed by the Texas Department of Health and the State of New Mexico in asbestos and mold abatement, and follow the most stringent regulations and methods
- Company is qualified in the demolition of many types and sizes of buildings, gas plants, gas and oil refineries.
- Scaffolding and Industrial Insulation replacement services are available at customer request.
- Company is an approved member of ISN, Browz, VERO and Avetta Safety Programs

Work Procedures/ Methods

- All work required, procedures and guidelines that are to be followed is per all regulatory agencies' regulations and requirements, and the environmental specifications.
- All waste to be transported and disposed of at **Republic Waste Landfill** in Odessa, TX
- Waste manifest will be provided by AES, reviewed, and signed by client or client's representative before transporting

Scope of Work/ Cost: *Removal of all materials and components is per the following:*

- REMOVAL OF ALL ASBESTOS MATERIALS INSIDE OF ALL BUILDINGS AS STATED IN SURVEY

TOTAL AMOUNT: \$ **130,481.00**

ESTIMATED DURATION IS APPROX. (8) WEEKS TO COMPLETE

PACKET

13.15

August 23, 2022

- REMOVAL OF ALL OUTSIDE ASBESTOS WALLS AND SOFFITS MATERIAL AT 210 N. BIG SPRING INCLUDING FURNISHING AND INSTALLING SCAFFOLD STRUCTURE AROUND THE PERIMETER OF BUILDING AND FULL POLY CONTAINMENT FOR ALL MATERIAL ABATEMENT.

TOTAL AMOUNT: \$ **132,750.00**

ESTIMATED DURATION IS APPROX. **(8)** WEEKS TO COMPLETE

- FURNISH AND INSTALL TEMP. 6'0 HIGH RENTAL FENCING INCLUDING (2) ENTRY GATES FOR DURATION OF PROJECT AROUND THE BACK PERIMETERS OF BUILDINGS. - **(16)** TOTAL WEEKS.

TOTAL AMOUNT: \$ **6,624.00** - (\$874.00) rental each month following

- PAYMENT AND PERFORMANCE BONDING IS 4% OF TOTAL AMOUNT: \$ **10,794.00**

Project Exclusions (*These items are not included in bid if required*)

- Sales Tax – *N/A in Texas*
- Furnishing of water or power
- 3rd Party Consultant Air Monitoring and Project Design fees
- Repair/ Replacement of any materials
- State Notification Fees – ***Invoice sent directly to owner from the state***

Work Schedule/ Durations

- Estimated work schedule/ duration to complete project is working **(10)** hours per day **(4-5)** days per week
- AES will be taking care of filing a **(10)** workday asbestos notification to the state. There will be a **(14)** Calendar Day waiting period before starting any work

Prep/ Abatement Days: **(16)** Total weeks to complete

Demo Days: (N/A) Workdays to complete

Invoicing/ Payment Terms

- Invoicing shall be due upon completion of all work or every **(30)** days on progress billing
- Payment is due upon receipt of invoice or specified requirement: Net **(10)** Days from invoice date
- If a payment retainage is required, it shall be billed **(30)** days after total completion of *our scope of work only*, due **(30)** days from invoice date
- Proposal good for **(90)** days

Thank you for the opportunity to provide you with this quote and if you should have any questions please do not hesitate to call. I look forward to working with you on this project.

Respectfully,

Ron Osborn

Owner/ VP



City Council Meeting

Item Number: 14
Meeting Date: August 23, 2022
To: City Council / City Manager
From: Tina Jauz, Assistant City Manager
Subject: Motion approving a consulting services agreement between the Midland Development Corporation and Strong Environmental Services, LLC, for services related to the abatement of hazardous materials within the structures located at certain real property described as Lots 1A and 9-12, Block 35, Original Town of Midland, City of Midland, Midland County, Texas (DISTRICT 2) (CITY MANAGER)

Purpose:

The Board of Directors of the Midland Development Corporation approved at a regular meeting on August 1, 2022 a resolution authorizing the execution of a consulting services agreement with Strong Environmental Services, LLC, in the amount of \$129,750.00 for services related to the abatement of hazardous materials within the structures located at certain real property described as Lots 1A and 9-12, Block 35, Original Town of Midland, City of Midland, Midland County, Texas; and authorizing payment for said agreement.

Recommended City Council Action:

Approve

Fiscal Impact:

\$129,750.00

Discussion:

Provides for state-mandated consulting and project management for the asbestos abatement at the former JL Davis properties downtown at 211 North Colorado Street and 210 North Big Spring Street. The entirety of this amount will be reimbursed from the \$500,000 held in escrow by the JL Davis Estate for abatement.

Marino Williams Jr.

City Manager's Office

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is made and effective as of the 23rd day of August, 2022, by and between the MIDLAND DEVELOPMENT CORPORATION, a Type A corporation pursuant to Chapter 504 of the Texas Local Government Code, as amended (“MDC”), and STRONG ENVIRONMENTAL SERVICES, LLC (“COMPANY”).

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform certain consulting services related to the abatement of the properties located at 211 North Colorado Street, 221 North Colorado Street, and 210 North Big Spring Street, Midland, Texas 79701 (the “Project”).

ARTICLE II. SERVICES TO BE PERFORMED

1. COMPANY shall provide those services described in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.
2. COMPANY shall perform all the services under this Agreement consistent with the same level of skill and care as other professionals in approximately the same region at approximately the same point in time and for the same types of projects. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform the services described in **Exhibit A**.

ARTICLE III. FINANCIAL CONSIDERATIONS

MDC agrees to pay COMPANY in an amount not to exceed \$129,750.00 for the consulting services described in **Exhibit A**. MDC agrees to pay COMPANY according to the schedule set forth in **Exhibit A**. COMPANY shall provide to MDC a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in **Exhibit A** incurred during the previous month that have received advance written approval from the MDC Executive Director, or her designee. The MDC Executive Director, or her designee, must approve all additional expenses and reimbursable expenses in advance. Within thirty (30) days of the date on which COMPANY’s invoice is received by MDC, MDC shall pay the full amount of such invoice;

provided, however, that if MDC objects to any portion of an invoice, MDC shall notify COMPANY of MDC's objection and the grounds thereof 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. MDC in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The term of this Agreement shall be from **August 23, 2022 until December 31, 2022**, unless the Project is completed sooner or the Agreement is terminated as provided below.

ARTICLE V. TERMINATION AT WILL

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

ARTICLE VI. ASSIGNMENT

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

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

All reports, information and other data ("*Instruments of Service*"), given to, prepared or assembled by COMPANY under this Agreement, and any other related documents or items shall become the sole property of MDC and shall be delivered to MDC, without restriction, except that COMPANY may make copies of any and all Instruments of Service for its files. MDC shall not

make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of COMPANY, which consent shall not be unreasonably withheld.

ARTICLE VIII. INDEPENDENT CONTRACTOR

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

ARTICLE IX. INSURANCE

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

Commercial General Liability (including Contractual liability):

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

-Property Damage:	\$500,000.00 per occurrence
Business Automobile Liability:	\$250,000.00 combined single limit - Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	\$500,000.00 per accident or occurrence

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

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

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

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

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

The parties agree that, prior to the execution of the Agreement, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met

and subject to the approval of MDC. MDC shall not be required to provide any insurance whatsoever pursuant to this Agreement.

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

ARTICLE X. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO WAIVE AND DOES HEREBY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST MDC REGARDING THE AWARD OF ATTORNEY FEES THAT IS IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS AGREEMENT. COMPANY 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), THAT COMPANY AGREES TO (i) WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY FEES TO WHICH IT MIGHT OTHERWISE BE ENTITLED AND (ii) ASSUME COMPLETE FINANCIAL RESPONSIBILITY FOR AND PAY ALL ATTORNEY FEES AND ASSOCIATED COSTS INCURRED IN GOOD FAITH BY MDC IN MDC'S CONTESTING OF THE LEGAL ACTION OR PROCEEDING BROUGHT BY COMPANY.

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL (i) RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT AND (ii) ASSUMPTION OF A FUTURE OBLIGATION IN THE EVENT THAT COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING AGAINST MDC 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 JUDGEMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED). COMPANY ACKNOWLEDGES THAT COMPANY UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN COMPANY AND MDC. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

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

ARTICLE XI. GOVERNMENTAL IMMUNITY

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

ARTICLE XII. NO THIRD-PARTY BENEFICIARIES

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

ARTICLE XIII. RELEASE

NOTWITHSTANDING ANY OTHER PROVISIONS, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES MDC, MDC'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER 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 MDC'S NEGLIGENCE.

ARTICLE XIV. INDEMNITY

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

COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND MDC AND ALL OF MDC'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 MDC, MDC'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST MDC OR ANY OF ITS

OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

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

ARTICLE XV. GENERAL PROVISIONS

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

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

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

If to COMPANY: Tony Strong
Strong Environmental Services, LLC
PO Box 9910
Midland, Texas 79708

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

August 23, 2022

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

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

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

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or his legal representative, shall give the MDC Chairman, or any other reasonable official of MDC, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Agreement) of such damages, duly verified, within ninety (90) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the MDC Chairman within the time and manner provided herein shall exonerate, excuse and except MDC from any liability whatsoever. MDC is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. MDC reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas

Government Code. Notwithstanding any other provision, COMPANY'S failure to comply with the requirements herein shall perpetually bar COMPANY'S claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if MDC 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. MDC and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services does not waive governmental immunity.

K. Compliance. COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, as amended.

[Signature Pages Follow]

EXECUTED by the duly authorized officials of the Parties as of the day and year first above written.

**MIDLAND DEVELOPMENT
CORPORATION**

Stephen Lowery, Chairman

ATTEST:

Jill Pennington, Secretary

STRONG ENVIRONMENTAL SERVICES, LLC:

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 20__, personally appeared, _____ of STRONG ENVIRONMENTAL SERVICES, LLC, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said entity, 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 _____

Strong Environmental Services, LLC

Texas Consulting Services
A Regulatory / Environmental Company
PO Box 9910 * Midland, TX 79708
Phone: (432) 687-5455 * Cell: (432) 528-4104
E-mail: info@texconsulting.net/strongtony97@yahoo.com

July 17, 2022

Midland Development Corporation
200 N. Loraine St. Ste. 610
Midland, TX 79701
Attn: Sara Harris

RE: Consulting Proposal - Asbestos Abatement – JL Davis Properties

To Whom It May Concern:

As requested, Texas Consulting Services is submitting proposal to Midland Development Corporation for professional consulting services/project management regarding the JL Davis Properties in Midland, Texas. The summary is as follows:

- This price request is based upon a contractor estimated sixteen (16) weeks of project management for abatement of those materials identified in the asbestos inspections to date.
- Price request is based on 8–10 hour days with continuous air monitoring during daily removal and abatement activities through 5 day work weeks. Price request includes all labor, insurance, samples and reporting as described herein.
- All asbestos related work will be performed based on the known materials identified in the 2022 asbestos inspections performed by this firm.
- Texas Consulting Services will provide all state and federal mandated asbestos air monitoring, asbestos project management, and asbestos project design for abatement of asbestos containing material outlined in the 2022 ACM survey.
- Asbestos contractor will be contracted directly by the Owner and will not be paid through Texas Consulting Services or contracted by Texas Consulting Services.
- Owner is to pay the DSHS fee at the time of state billing. Texas Consulting Services will not be responsible for these fees, amounts, or otherwise. This fee is estimated at \$3,300 at the time of this proposal.
- Contractor will be responsible for notification of project. TCS to verify on behalf of owner.
- Project excludes any lead base paint abatement or handling and/or disposal of any hazardous or toxic materials other than those associated with ACBM's.
- Owner will give contractor and consultant full access to location. Owner to provide additional fencing upon any requirement additionally demanded by local or state authorities.
- Power, water and existing elevator service to be provided by owner.
- Payment to consultant and abatement contractor to be made in 20% completion installments. Payment to additional contractors utilized shall be on an as-approved draw request basis by this consultant to owner.
- TCS will serve to meet any and all TCEQ, DSHS, OSHA, and EPA requirements on performing this abatement.

- All abatements will be performed by a licensed Department of State Health Services Asbestos Contractor and Consultant, with the owner contracting each separately. TCS will serve to meet any and all DSHS, OSHA, and EPA requirements on performing this abatement.

Pricing:

▪ Specification Manual:	\$ 7,500
▪ Daily Management/Air Monitoring:	\$120,000
▪ <u>Final Project Submittals & Reporting:</u>	<u>\$ 2,250</u>
▪ <i>Estimated Project Total:</i>	<i>\$129,750</i>

Additional daily management beyond sixteen (16) work weeks will be billed at \$1,500/day. If you have any questions or concerns, please do not hesitate to contact our offices immediately: 432-687-5455.

Sincerely,



Tony Strong
Owner/CEO
DSHS Cons. Lic. # 10-5631



City Council Meeting

Item Number: 15

Meeting Date: August 23, 2022

To: City Council / City Manager

From: Morris Williams Jr, Deputy City Manager

Subject: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE EXECUTIVE COMMITTEE OF CITIES SERVED BY ATMOS WEST TEXAS ("CITIES") AND ATMOS ENERGY CORP., WEST TEXAS DIVISION (THE "COMPANY") REGARDING THE COMPANY'S 2022 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE CITIES' REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO DELIVER THIS RESOLUTION TO THE COMPANY AND CITIES' LEGAL COUNSEL (DISTRICT: NONE) (CITY MANAGER)

Purpose:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE EXECUTIVE COMMITTEE OF CITIES SERVED BY ATMOS WEST TEXAS ("CITIES") AND ATMOS ENERGY CORP., WEST TEXAS DIVISION REGARDING THE COMPANY'S 2022 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND

RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE CITIES' REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE CITIES' LEGAL COUNSEL.

Recommended City Council Action:

Approve

Fiscal Impact:

None - The settlement requires ATMOS to reimburse the Cities for their expenses.

Discussion:

BACKGROUND AND SUMMARY

The City, along with 70 other West Texas cities served by Atmos Energy Corporation, West Texas Division ("Atmos West Texas" or "Company"), is a member of Cities Served by Atmos West Texas ("Cities"). In 2007, the Cities and Atmos West Texas settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by Cities in 2018. On or about April 1, 2022, the Company filed a rate request pursuant to the RRM Tariff adopted by Cities. The Company claimed that its cost of service in a test year ending December 31, 2021, entitled it to additional revenues system-wide of \$8.77 million.

After a review of Cities' consultants' report and negotiations with Cities' Executive Committee, Atmos agreed to a rate increase of \$6.72 million plus revenue related taxes within the Cities, with an Effective Date of October 1, 2022.

RATE TARIFFS

Atmos generated rate tariffs associated with the Resolution/Ordinance. These tariffs are Attachment 1 to this Staff Report. Atmos also provided a proof of revenues associated with the new rates. The Cities' consultants have confirmed the accuracy of the proof.

BILL IMPACT

The impact of this increase in revenues to an average residential customer's bill is an increase of approximately \$3.36 per month. Atmos provided a bill impact estimate for each customer class reflecting the new rates. Comparison of the new rates to rates in effect for areas not under the RRM process reveals that settling Cities will maintain an economic monthly

advantage over rates in effect in Lubbock, and environs.

CITIES' OBJECTION TO THE SECTION 104.301 GRIP PROCESS

Cities strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues and rewarding the Company for increasing capital investment. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow Cities to recover their rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing), and rate increases go into effect without any material adjustments. In the Executive Committee's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.



City Manager's Office

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE EXECUTIVE COMMITTEE OF CITIES SERVED BY ATMOS WEST TEXAS (“CITIES”) AND ATMOS ENERGY CORP., WEST TEXAS DIVISION (THE “COMPANY”) REGARDING THE COMPANY’S 2022 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE CITIES’ REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO DELIVER THIS RESOLUTION TO THE COMPANY AND CITIES’ LEGAL COUNSEL

WHEREAS, the City of Midland, Texas (the “City”) is a gas utility customer of Atmos Energy Corp., West Texas Division (the “Company”), and a regulatory authority with an interest in the rates and charges of the Company; and

WHEREAS, the City is a member of Cities Served by Atmos West Texas (“Cities”), a coalition of similarly-situated cities served by the Company that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Company’s service area; and

WHEREAS, Cities and the Company worked collaboratively to develop a new Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for Cities based on the system-wide cost of serving the Atmos West Texas service area; and

WHEREAS, the RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2022, the Company filed its 2022 RRM rate request with Cities based on a test year ending December 31, 2021; and

WHEREAS, Cities coordinated its review of the Company's 2022 RRM filing through its Executive Committee, assisted by Cities' attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as Cities' counsel and consultants, recommends that Cities approve an increase in base rates for the Company of \$6.72 million with an effective date of October 1, 2022; and

WHEREAS, the tariffs attached hereto as Attachment 1, which implement new rates, are consistent with the recommendation of Cities' Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits as shown in Attachment 2, which is attached hereto; and

WHEREAS, the RRM Tariff contemplates reimbursement of Cities' reasonable expenses associated with RRM applications;

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

SECTION ONE. That the findings set forth in this Resolution are hereby in all things approved.

SECTION TWO. That, without prejudice to future litigation of any issue identified by Cities, the City Council finds that the settled amount of an increase in revenues of \$6.72 million for Cities represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by the Company within the municipal limits arising from the Company's 2022 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

SECTION THREE. That the existing rates for natural gas service provided by the

Company are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1 are just and reasonable and are designed to allow the Company to recover annually an additional \$6.72 million in revenue from customers in Cities, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

SECTION FOUR. That the ratemaking treatment for pensions and retiree medical benefits in the Company's next RRM filing shall be as set forth on Attachment 2, which is attached hereto and incorporated herein.

SECTION FIVE. That the Company shall reimburse the reasonable ratemaking expenses of Cities in processing the Company's 2022 RRM filing.

SECTION SIX. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

SECTION SEVEN. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION EIGHT. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

SECTION NINE. That consistent with the City ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2022.

SECTION TEN. That the City Secretary is hereby authorized and directed to send copies of this Resolution to Atmos West Texas, care of Philip Littlejohn, Vice President of Rates and Regulatory Affairs, West Texas Division, 6606 66th Street, Lubbock, Texas 79424, and Thomas Brocato, General Counsel to Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

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., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Morris Williams, Jr., Deputy City Manager

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

S:\Resolutions\Administration\2022\Atmos\Approve Settlement.wpd

**WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	RESIDENTIAL GAS SERVICE	
APPLICABLE TO:	WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)	
EFFECTIVE DATE:	Bills Rendered on and after 10/01/2022	

Availability

This schedule is applicable to general use by Residential customers for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	Amount
Customer Charge	\$ 18.27
Consumption Charge	\$ 0.33076 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider RRM applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

**WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	COMMERCIAL GAS SERVICE	
APPLICABLE TO:	WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)	
EFFECTIVE DATE:	Bills Rendered on and after 10/01/2022	

Availability

This schedule is applicable to Commercial customers, including hospitals and churches, for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	Amount
Customer Charge	\$ 57.08
Consumption Charge	\$ 0.18234 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider RRM applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

**WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	INDUSTRIAL GAS SERVICE	
APPLICABLE TO:	WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)	
EFFECTIVE DATE:	Bills Rendered on and after 10/01/2022	

Availability

This schedule is applicable to the sales to any industrial or commercial customer whose predominant use of natural gas is other than space heating, cooking, water heating or other similar type uses. Service under this schedule is available to eligible customers following execution of a contract specifying the maximum hourly load. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	Amount
Customer Charge	\$ 616.30
Consumption Charge	\$ 0.10802 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider RRM applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

**WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	PUBLIC AUTHORITY GAS SERVICE	
APPLICABLE TO:	WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)	
EFFECTIVE DATE:	Bills Rendered on and after 10/01/2022	

Availability

This schedule is applicable to general use by Public Authority type customers, including public schools, for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	Amount
Customer Charge	\$ 159.26
Consumption Charge	\$ 0.15885 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider RRM applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

**WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	TRANSPORTATION SERVICE	
APPLICABLE TO:	WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)	
EFFECTIVE DATE:	Bills Rendered on and after 10/01/2022	

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., West Texas Division Distribution System for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility with an estimated annual usage greater than 100,000 Ccf per meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and Ccf charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 616.30 per month
Consumption Charge	\$ 0.10802 per Ccf

Upstream Transportation Cost Recovery: The customer is responsible for all upstream transportation costs.

Retention Adjustment: Plus a quantity of gas equal to the Company's most recently calculated financial L&U percentage for the twelve months ended September multiplied by the gas received into Atmos Energy Corporation's West Texas Division for transportation to the customer.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

The West Texas Division Rider RRM applies to this schedule.

Conversions: Units may be converted from Ccf to Mcf or Mmbtu as necessary to comply with the underlying transportation agreement.

**WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	TRANSPORTATION SERVICE	
APPLICABLE TO:	WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)	
EFFECTIVE DATE:	Bills Rendered on and after 10/01/2022	

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company a monthly imbalance fee at the end of each month as defined in the applicable Transportation Agreement,

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the "Index" price reported for the month of delivery in Inside FERC's Gas Market Report under the heading "West Texas Waha".

Replacement Index

In the event the "Index" price reported for the month of delivery in Inside FERC's Gas Market Report under the heading "West Texas Waha" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive transportation service under this tariff, customer must have the type of meter, instrumentation, and communication required by Company. Customer must pay Company all costs associated with the acquisition and installation of the required equipment.

ATTACHMENT 2

ATMOS ENERGY CORPORATION
WEST TEXAS CITIES ("WTX CITIES") RATE REVIEW MECHANISM
PENSIONS AND RETIREE MEDICAL BENEFITS FOR APPROVAL
TEST YEAR ENDING DECEMBER 31, 2021

Line No.	Description	Shared Services		WTX			Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Supplemental Executive Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark -						
	Fiscal Year 2022 Willis Towers Watson Report	\$ 1,706,906	\$ 977,886	\$ 617,568	\$ (484,411)	\$ 62,739	
2	Allocation Factor	7.99%	7.99%	96.39%	96.39%	96.39%	
3	Proposed Benefits Benchmark Costs (Excluding Removed Cost Centers)						
	Allocated to West Texas (Ln 1 x Ln 2)	\$ 136,399	\$ 78,143	\$ 595,286	\$ (466,933)	\$ 60,475	
4	O&M and Capital Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs To Approve						
	(Excluding Removed Cost Centers) (Ln 3 x Ln 4)	\$ 136,399	\$ 78,143	\$ 595,286	\$ (466,933)	\$ 60,475	\$ 403,370
6							
7							
8	Summary of Expense Costs to Approve:						
9							
10	O&M Expense Factor (WP_F-2.3, Ln 2)	75.64%	75.64%	51.20%	51.20%	100.00%	
11							
12	Total Pension Account Plan	\$ 103,177		\$ 304,774			\$ 407,950
13	Total Post-Employment Benefit Plan		\$ 59,110		\$ (239,060)		(179,950)
14	Total Supplemental Executive Benefit Plan					\$ 60,475	60,475
15	Total (Sum Ln 12 through Ln 14)	\$ 103,177	\$ 59,110	\$ 304,774	\$ (239,060)	\$ 60,475	\$ 288,476



City Council Meeting

Item Number: 16
Meeting Date: August 23, 2022
To: City Council / City Manager
From: Cristina Odenborg Burns, Director of Community Services
Subject: RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF MIDLAND, TEXAS, AND THE ARTS COUNCIL OF MIDLAND FOR THE SALE OF CERTAIN REAL PROPERTY DESCRIBED AS LOTS 19-24, BLOCK 176, AND LOTS 1-18, BLOCK 177, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL LEGAL DOCUMENTS AND INSTRUMENTS NECESSARY AND APPROPRIATE FOR THE CLOSING OF THE SALE OF SAID REAL PROPERTY (DISTRICT 2) (COMMUNITY SERVICES)

Purpose:

Consider a resolution authorizing the execution of a purchase and sale agreement between the City of Midland and the Arts Council of Midland for the sale of 2.409 acres located in Lots 19 through 24, Block 176, and Lots 1 through 18, Block 177, Southern Addition, City and County of Midland, Texas.

Recommended City Council Action:

Approve

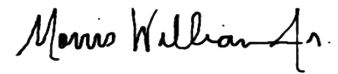
Fiscal Impact:

The 2021 appraisal for these properties was \$768,410. The preliminary appraisal for 2022 is \$775,840. The purchase price will be \$10.

Discussion:

The Arts Council of Midland has expressed interested in purchasing the Scarborough-Linebery properties to maintain and operate as their headquarters. They also intend to offer various other amenities for the benefit and enjoyment of the public, including but not limited to

education and exhibition facilities, a sculpture garden, an event venue space, an information center, a performance stage, and studio and office space. As their proposal for the properties will be used for a public purpose, staff recommends approval.



City Manager's Office

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF A
PURCHASE AND SALE AGREEMENT BETWEEN THE
CITY OF MIDLAND, TEXAS, AND THE ARTS
COUNCIL OF MIDLAND FOR THE SALE OF CERTAIN
REAL PROPERTY DESCRIBED AS LOTS 19-24, BLOCK
176, AND LOTS 1-18, BLOCK 177, SOUTHERN
ADDITION, CITY AND COUNTY OF MIDLAND,
TEXAS; AND AUTHORIZING THE CITY MANAGER TO
EXECUTE ALL LEGAL DOCUMENTS AND
INSTRUMENTS NECESSARY AND APPROPRIATE FOR
THE CLOSING OF THE SALE OF SAID REAL
PROPERTY**

WHEREAS, the City of Midland, Texas, is the owner of certain real property described as Lots 19-24, Block 176, and Lots 1-18, Block 177, Southern Addition, City and County of Midland, Texas (the “*Property*”); and

WHEREAS, the Arts Council of Midland desires to purchase the Property for the purpose of operating and maintaining the Scarborough Linebery House as a museum and home of the Arts Council of Midland, which shall be open to the general public; and

WHEREAS, the Arts Council of Midland intends to offer various amenities to the general public on the Property, including a sculpture garden, event venue space, information center, performance stage, and studio space; and

WHEREAS, the City Council finds and determines that the Arts Council of Midland’s intended use for the Property constitutes a public purpose of the City of Midland, Texas; and

WHEREAS, the City Council finds and determines that the proposed sale of the Property to the Arts Council of Midland for the purpose described herein qualifies as a conveyance to a nonprofit corporation for public use pursuant to section 253.011, Texas Local Government Code; and

WHEREAS, the City Council finds and determines that the purchase and sale agreement authorized by this Resolution contains provisions to ensure that the Property is used in a manner that primarily promotes a public purpose of the City of Midland, Texas; and

WHEREAS, the City Council finds and determines that the special warranty deed by which the Property shall be transferred includes a provision that (i) requires the Arts Council of Midland to use the Property in a manner that primarily promotes a public purpose of the City of Midland, Texas, and (ii) indicates that ownership of the Property shall revert to the City of Midland, Texas, if the Arts Council of Midland fails to use the Property in a manner that primarily promotes a public purpose of the City of Midland, Texas; and

WHEREAS, the City Council finds it to be in the public interest to authorize the execution of a purchase and sale agreement between the City of Midland and the Arts Council of Midland for the sale of the Property; and

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager to execute all legal documents and instruments necessary and appropriate for the closing of the sale of the Property;

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

SECTION ONE. That the above recitals are hereby approved and adopted for all purposes.

SECTION TWO. That the City Manager is hereby authorized and directed to execute, on behalf of the City of Midland, Texas, a purchase and sale agreement between the City of Midland, Texas, and the Arts Council of Midland for the sale of certain real property described as Lots 19-24, Block 176, and Lots 1-18, Block 177, Southern Addition, City and County of Midland, Texas. Said agreement shall be in a form substantially similar to Exhibit A, which is attached hereto and incorporated herein for all purposes.

SECTION THREE. That the City Manager is hereby authorized and directed to execute, on behalf of the City of Midland, Texas, all legal documents and instruments necessary and appropriate for the closing of the sale of the Property.

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., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Cristina Burns, Community Services Director

APPROVED AS TO FORM ONLY:

John Ohnemiller, City Attorney

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT FOR SALE OF REAL PROPERTY (this "*Contract*") is made by and between the **CITY OF MIDLAND, TEXAS** ("*Seller*"), and the **ARTS COUNCIL OF MIDLAND**, ("*Purchaser*") this ____ of _____, 2022 (the "*Effective Date*"). Seller and Purchaser are sometimes collectively referred to herein as the "*Parties*" and each of the Parties is sometimes singularly referred to herein as a "*Party*."

WITNESSETH:

WHEREAS, Seller is the record owner of certain real property described as Lots 19 through 24, Block 176, and Lots 1-18, Block 177, Southern Addition to the City of Midland, Midland County, Texas, and the improvements thereon, including the Scarborough Linebery House (the "*Property*");

WHEREAS, Purchaser desires to purchase the Property for the purpose of operating and maintaining the Scarborough Linebery House as a Museum and home of the Arts Council of Midland that shall be open to the general public (the "*Project*");

WHEREAS, Purchaser, as part of the Project, intends to offer various amenities for the benefit and enjoyment of the general public, which may include, but be not limited to, a sculpture garden, event venue space, information center, performance stage, studio space, and office space;

WHEREAS, the City Council of the City of Midland, Texas, finds and determines that the Seller's conveyance of the Property to Purchaser for the Project satisfies section 253.011 of the Texas Local Government Code;

WHEREAS, the City Council of the City of Midland, Texas, finds and determines that the Project constitutes a public purpose;

WHEREAS, the City Council of the City of Midland, Texas, authorized the execution of this Contract pursuant to City of Midland Resolution No. 2022-____, adopted _____, 2022; and

WHEREAS, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Parties hereto do hereby agree as follows:

PURCHASE AND SALE OF THE PROPERTY

1. Contract of Sale: Purchase Price. In consideration of the payment by Purchaser to Seller at Closing, in the manner set forth in Paragraph 2, the sum of TEN AND No/100 DOLLARS (\$10.00) (the "*Purchase Price*"), Seller hereby agrees to sell and convey to Purchaser the surface estate only of certain real property described as Lots 19 through 24, Block 176, and Lots 1-18, Block 177, Southern Addition to the City of Midland, Midland County, Texas, together with (a) all benefits, privileges, rights and appurtenances thereon or pertaining to such real property (if any), (b) all permits, approvals, licenses, water and sewer capacity commitments (if any), and (c) all other rights and interests in the Property owned or held by Seller, and Purchaser hereby agrees to purchase said Property from Seller at the Purchase Price and upon the terms set forth herein.
2. Form of Payment. The Purchase Price shall be payable in cash, cashier's check, wire transfer, or any other form acceptable to Seller at closing.

3. Earnest Money. [INTENTIONALLY OMITTED]
4. Condition Subsequent; Right of Re-entry. The following terms and conditions shall apply to Purchaser's obligations regarding the Project and shall survive the termination of this Contract.
 - a. In the event that Purchaser: (i) fails to diligently pursue necessary construction or rehabilitation activities on the Property in furtherance of the Project, or (ii) completely abandons the operation or maintenance of the Project for the primary benefit of the general public, then Seller's City Manager ("*City Manager*") may, in his or her sole and absolute discretion, on behalf of Seller, re-enter and assume ownership of the Property ("*Right of Re-entry*"); provided, however, that prior to exercising Seller's Right of Re-entry, the City Manager shall send written notice that Purchaser is in default of Purchaser's obligation to undertake, pursue, operate, or maintain the Project to Purchaser. Purchaser shall have sixty (60) days after receipt of such notice to cure such default to the reasonable satisfaction of Seller. Upon the failure of Purchaser to cure such default as set out above, the City Manager shall have the right to exercise said Right of Re-entry by sending Purchaser written notice that (i) Purchaser failed to cure such default, and (ii) Seller is exercising its Right of Re-entry.
 - b. If Seller exercises its Right of Re-entry under Section 4.a, then (i) Purchaser shall execute and deliver to Seller a deed and any other documentation reasonably required by Seller, evidencing that all right, title, and interest in the Property is fully vested in Seller (the "*Re-entry Documents*"), and (ii) the City Manager shall (A) file a copy of the Re-entry Documents in the deed records, and (B) provide a copy of the filed Re-entry Documents to Purchaser.

CONDITIONS PRECEDENT

5. Conditions Precedent. The following shall each be a condition precedent to Parties' obligations to purchase or sell the Property. If any one or more of such conditions precedent is not satisfied at or prior to Closing, the appropriate Party shall be entitled to waive any one or more of such conditions precedent by written notice to the other Party, or to terminate this Contract by written notice to the other Party:
 - a. No lawsuit, appeal or other action shall have been filed by any Party, directly or indirectly, involving the Property, including without limitation, any such lawsuit, appeal or other action for the purpose of challenging, contesting or seeking to prohibit, restrain, enjoin or delay any change in zoning or restrictive covenants required for Purchaser's use.
 - b. Purchaser shall be entitled to contact and make applications to any and all applicable local, municipal, county, state and federal agencies that Purchaser may deem appropriate in connection with the satisfaction of any conditions precedent set forth herein, and Seller agrees to cooperate with Purchaser in connection therewith at no cost to Seller.
6. Title Insurance and Permitted Exceptions. Purchaser may, at its expense, secure a Commitment for an Owner's Policy of Title insurance within forty-five (45) days following the Effective Date, and shall promptly provide a copy of same to Seller.
 - a. Prior to the tenth (10th) day following Purchaser's receipt of the Commitment or prior to the date of Closing, whichever of these dates occurs first, Purchaser shall

provide notice in writing to Seller of any condition of the title to the Property as shown on the Commitment of which Purchaser disapproves. Seller, at Seller's sole option and without any obligation to incur any cost, shall provide written notice of those title defects or exceptions specified by Purchaser (the "Objections"), if any, that Seller is willing and able to cure. If Seller is unable or unwilling to cure some or all the Objections, Seller shall advise Purchaser in writing.

- b. If Seller does not timely cure the Objections before Closing, Purchaser may: (i) terminate this Contract upon written notice to Seller, and the Parties hereto shall be released from all obligations hereunder; (ii) waive, in writing, those Objections to title which Seller is unable or unwilling to cure and proceed to Closing hereunder; or (iii) Purchaser and Seller may jointly agree in writing for Seller to cure the Objections post-closing or cause Closing to be extended to accommodate curative work. All title exceptions which are approved or deemed approved by Purchaser shall constitute Permitted Exceptions for purposes hereof.
7. Boundary Survey. Purchaser may, at its expense, cause a Land Title Survey of the Property to be performed within twenty (20) days following the Effective Date and shall promptly provide a copy of same to Seller.
- a. Prior to the tenth (10th) day following Purchaser's receipt of the Survey or prior to the date of Closing, whichever of these dates occurs first, Purchaser shall provide notice in writing to Seller of any condition appearing in the Survey of which Purchaser disapproves. Seller, at Seller's sole option and without any obligation to incur any cost, shall provide written notice of those objections to the Survey specified by Purchaser, if any, that Seller is willing and able to cure. If Seller is unable or unwilling to cure some or all the defects in the Survey identified by Purchaser, Seller shall advise Purchaser in writing prior to Closing.
 - b. If Seller does not cure the defect(s) to the Survey, Purchaser may: (i) with the agreement of the Seller, amend the boundary lines of the Property to eliminate any defects in the Survey; (ii) terminate this Contract upon written notice to Seller, and the parties hereto shall be released from all obligations hereunder; (iii) waive in writing those defects to the Survey which Seller is unable or unwilling to cure and proceed to close this Contract pursuant to the provisions hereof; or (iv) Purchaser and Seller may jointly agree in writing for Seller to cure the defect(s) to the Survey post-closing or cause Closing to be extended to accommodate such curative work.

REPRESENTATIONS

9. Purchaser's Representations
- a. Purchaser represents and agrees that Seller has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether expressed or implied, or written, past, present or future, of, as to, concerning or with respect to (i) the value, nature or quality or condition of the Property, including without limitation, the water, soil and geology, (ii) the income to be derived from the Property, (iii) the suitability of the Property for any and all activities and uses which Purchaser may conduct thereon, (iv) the compliance with ordinances or regulations of any applicable governmental authority or body,

(v) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property, (vi) the manner or quality of the construction or materials, if any, incorporated into the Property, (vii) the manner, quality, state of repair or lack of repair of the Property, or (viii) any other matter with respect to the Property, and specifically that Seller has not made, does not make and specifically disclaims any representations regarding compliance with any environmental protection, pollution or land use laws, rules, regulations, order or requirements, including solid waste, as defined by the U.S. Environmental Protection agency Regulations at 40 C.F.R., Part 261, or the disposal or existence, in or on the Property of any hazardous substance, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.

- b. Purchaser further represents and agrees that, having been given the opportunity to inspect the Property, Purchaser is relying solely on its own investigation of the Property and not on any information provided by Seller. Purchaser further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information. Seller will not be liable or bound in any manner by any verbal or written statements, representations or information pertaining to the Property, or the operation thereof, furnished by any real estate broker, agent, employee, officer, administrator or other personnel. Purchaser further represents and agrees that to the maximum extent permitted by law, the sale of the Property as provided for herein is made on an "AS-IS" condition and basis WITH ALL FAULTS and that the Property includes no buildings or other improvements thereto. The Property does not include any oil, gas or other minerals that may be in or under the Property. It is understood and agreed that the Purchase Price has been adjusted by prior negotiation to reflect that the Property is sold by Seller and purchased by Purchaser subject to the foregoing.

- 10. Liens: Repairs. Purchaser shall not cause or permit any mechanic's, materialman's or other lien to be filed against the Property as a result of the inspections performed prior to or on the Closing Date. Purchaser shall repair and restore any damage to the Property caused by entry upon the Property by Purchaser or Purchaser's Representatives, except to the extent Seller's negligence or willful acts contributed to such damage.

FURTHER REPRESENTATIONS AND WARRANTIES

- 11. Seller represents and warrants the following to Purchaser as of the date hereof and as of the Closing:
 - a. Seller represents that it has the full power to enter into this Contract and execute all documents required hereunder, and this Contract constitutes a valid and binding obligation, enforceable in accordance with its terms.
 - b. Seller has, and will convey to Purchaser at Closing, good title to the Property, free from all liens and encumbrances, subject only to those exceptions set forth on the form of Special Warranty Deed.
 - c. From the Effective Date and until Closing, Seller shall not take any action or omit to take any action that would have the effect of violating any of the representations,

warranties or covenants of Seller contained in this Contract.

- d. There is no pending or, to the knowledge of Seller, threatened condemnation or similar proceeding or special assessment (inclusive of assessments for street widening, repair or improvement) affecting the Property.
 - e. There is no pending or, to Seller's knowledge, threatened litigation or administrative proceeding affecting the Property or Seller's interest in the Property.
 - f. Neither the execution and delivery of this Contract by Seller nor Seller's performance of any obligation hereunder (i) will constitute a violation of any law, ruling, regulation or order to which Seller is subject, or (ii) shall constitute a default of any term or provision or shall cause an acceleration of the performance required under any other agreement or document to which Seller is a party or is otherwise bound.
 - g. There are not any outstanding contracts or options to purchase the Property or any portion thereof in favor of any third party.
12. Purchaser represents and warrants the following as of the date hereof and as of the Closing (as defined below):
- a. The making, execution, delivery and performance of this Contract by Purchaser has been duly authorized and approved by its governing body, and this Contract constitutes a valid and binding obligation, enforceable in accordance with its terms.
 - b. From the Effective Date and until Closing, Purchaser shall not take any action or omit to take any action that would have the effect of violating any of the representations, warranties or covenants of Purchaser contained in this Contract.
 - c. Neither the execution and delivery of this Contract by Purchaser nor Purchaser's performance of any obligation hereunder (i) shall constitute a violation of any law, ruling, regulation or order to which Purchaser is subject, or (ii) shall constitute a default of any term or provision or shall cause an acceleration of the performance required under any other agreement or document to which Purchaser is a party or is otherwise bound.
 - d. Purchaser represents and warrants that Purchaser has inspected and conducted such tests and studies of the Property as Purchaser determines necessary, and that Purchaser is familiar with the general condition of the Property, and agrees to purchase the Property "AS IS." Except as otherwise specifically and expressly provided for herein, Purchaser represents and warrants that Purchaser is acting, and will act only, upon information obtained by Purchaser directly from Purchaser's own inspection of the Property.
 - e. Except as set forth in this Contract, Purchaser acknowledges that Seller has made no representation or warranty, either express or implied, regarding the presence of any Hazardous Materials (as defined herein) in, on or under the Property. By entering into this Contract, Purchaser shall be deemed to have made its own independent investigation of the Property with regard to the presence or absence of Hazardous Materials, as Purchaser deems appropriate. Without limiting the

foregoing, Seller has no actual knowledge of the presence of hazardous material in, on or under the Property.

CLOSING

13. **Closing.** The closing of the sale of the Property from Seller to Purchaser (the "*Closing*") shall be within thirty (30) days following the receipt by Purchaser of a Commitment of Title Insurance or October 7, 2022, whichever occurs sooner, and as coordinated through the officer of the Title Company, and the Parties.
 - a. **Delivery by Seller.** At Closing, Seller shall deliver to Purchaser the following documents and instruments, all of which shall be dated on or effective as of the Closing Date:
 - i. A Special Warranty Deed, to be completed by Counsel for the Title Company, duly executed and acknowledged by Seller, conveying good title to the Property, in a form reasonably approved by Seller and Purchaser;
 - ii. Such other and further documents as may be reasonably requested by the Title Company, if any; and
 - iii. Possession of the Property.
 - b. **Delivery by Purchaser.** At Closing, Purchaser shall deliver to Seller the following documents, instruments, and items, all of which shall be dated on or effective as of the Closing Date:
 - i. The Purchase Price in the form described in Paragraph 2; and
 - ii. Such other and further documents as may be reasonably required by Seller or the Title Company.
14. **Recordation.** Upon the completion of the deliveries specified herein, the Title Company, if any, or, if none, Purchaser shall cause the appropriate closing documents to be promptly recorded in Midland County, Texas.
15. **Closing Costs.**
 - a. Purchaser shall pay: (i) all title examination fees, premiums, and other fees for the Title Commitment and/or the Survey; (ii) its own attorneys' fees; (iii) other charges required to be paid by Purchaser pursuant to this Contract; (iv) all escrow fees; and (v) all other closing costs except for Seller's own attorneys' fees.
 - b. Seller shall pay for all taxes due on the Property up to the date of Closing, the recording of the deed, and its own attorney's fees. Purchaser will be responsible for the payment of any "rollback" taxes assessed against the Property at any time.
16. **Insurance.** Liability insurance, if any, carried by Seller on the Property shall be terminated effective as of Closing. Purchaser shall be solely responsible for acquiring liability insurance on the Property after Closing.

DEFAULT

17. Default.

- a. Purchaser's Default. If Purchaser defaults under this Contract or fails to perform any obligation of Purchaser under this Contract, and such default and failure shall remain uncured for a period of five (5) days following written notice thereof from Seller to Purchaser, provided that Seller has not defaulted in the performance of any of Seller's obligations hereunder, Seller may, as Seller's sole remedy, terminate this Contract by written notice to Purchaser at any time before such default by Purchaser is cured and Purchaser shall thereby be released from further obligations under this Contract.
- b. Seller's Default. If Seller defaults under this Contract, or if Seller fails to perform any obligation of Seller under this Contract, including without limitation, the obligation to convey good and marketable title to the Property to the Purchaser on the Closing Date subject only to the Permitted Exceptions and possibility of re-entry in accordance with the provisions of this Contract, Seller shall have the option (but not the obligation) of correcting any default within five (5) business days after receiving notice of the default from Purchaser. In the event Seller advises Purchaser in writing that Seller will not cure the default, or Seller fails to timely cure any default as required herein, Purchaser may, as Purchaser's sole remedies, either: (i) terminate this Contract by written notice to Seller; or (ii) exercise the option of taking the Property "AS IS."

NOTICES

18. Notices. Any notices or other communications required or permitted hereunder shall be sufficiently given if in writing and (i) hand delivered, including delivery by courier service; (ii) sent by facsimile; or (iii) sent by certified mail, return receipt requested, postage prepaid, addressed as shown below, or to such other address as the Party concerned may substitute by written notice to the other. If the notice is sent by facsimile it must be properly addressed, reflecting the facsimile phone number of the addressee(s), and must be transmitted by a facsimile which produces a dated message upon confirmed completion. All notices delivered by hand or by facsimile shall be deemed received on the date of delivery against receipt. All notices forwarded by mail shall be deemed received on a date three (3) days (excluding Sundays and legal holidays when the U.S. mail is not delivered) immediately following date of deposit in the U.S. mail. Provided, however, the return receipt indicating the date upon which all notices were received shall be *prima facie* evidence that such notices were received on the date on the return receipt.

If to Seller: City of Midland
 300 North Loraine Street
 Midland, Texas 79701
 Attention: City Manager

With a copy to: City Attorney
 City of Midland, Texas
 P.O. Box 1152
 Midland, Texas 79701

If to Purchaser: Arts Council of Midland
PO Box 3494
Midland, TX 79702
Attention: Danny Holeva

The addresses may be changed by giving notice of such change in the manner provided herein for giving notice. Unless and until such written notice is received, the last address and addressee given shall be deemed to continue in effect for all purposes. No notice to either Purchaser or Seller shall be deemed given or received unless the entity noted "With a copy to" is simultaneously delivered notice in the same manner as any notice given to either Seller or Purchaser, as the case may be.

MISCELLANEOUS

19. Entire Agreement. This Contract and the attached Exhibits, if any, constitute the entire agreement and understanding of Seller and Purchaser relating to the subject matter hereof and supersede all prior representations, agreements, and understanding, oral or written, relating to such subject matter.
20. Assignment. This Contract and any documents executed in connection therewith may not be assigned by either Party without the written consent of the other Party, which consent will not be unreasonably withheld. This Contract shall be binding upon the assigns of the Parties, if any.
21. Severability. Except as expressly provided to the contrary herein, each paragraph, section, part, term, or provision of this Contract shall be considered severable, and if for any reason any paragraph, section, part, term, or provision herein is determined to be invalid and contrary to or in conflict with any existing or future law or regulation by a court or governmental agency having valid jurisdiction, such determination shall not impair the operation of or have any other effect on other paragraphs, sections, parts, terms, or provisions of this Contract as may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties hereto, and said invalid sections, parts, terms, or provisions shall not be deemed to be a part of this Contract.
22. Law and Venue. THIS CONTRACT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any action brought to enforce or interpret this Contract shall be brought in the court of appropriate jurisdiction in Midland County, Texas.
23. Amendment and Waiver. This Contract may not be amended or modified in any way except by an instrument in writing executed by all parties hereto.
24. No Partnership or Joint Venture. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of (i) principal and agent, (ii) a partnership, or (iii) a joint venture between the parties hereto. The Parties' relationship is limited to that of seller and purchaser.
25. Counterparts. This Contract may be executed in multiple counterparts. A facsimile copy of this Contract bearing the signature of a Party hereto shall be sufficient to bind such Party to the terms of this Contract.

26. Time. Time is an essential element of this Contract and each and all of its provisions. Any extension of time granted for the performance of any duty under this Contract shall not be considered an extension of time for the performance of any other obligation under this Contract, nor be considered a waiver of time as an essential element of this Contract.
27. Captions. The captions in this Contract are inserted for convenience of reference only and in no way define, describe, or limit the scope or intent of this Contract or any of the provisions hereof.
28. Governing Document. This Contract shall govern in the event of any inconsistency between this Contract and any Exhibit attached hereto or any other document or instrument executed or delivered pursuant hereto or in connection herewith.
29. No Commissions. Each Party represents to the other that such representing Party has not incurred any liability to a broker or agent in connection with the transaction contemplated by this Agreement. Seller shall defend, indemnify and hold harmless Purchaser, and Purchaser shall defend, indemnify and hold harmless Seller, from and against all claims by third parties for brokerage, commission, finders or other fees relative to this Agreement or the sale of the Property, and all court costs, attorneys' fees and other costs or expenses arising therefrom, and alleged to be due by authorization of the indemnifying Party.

[SIGNATURE PAGE FOLLOWS]

EXECUTION

IN WITNESS WHEREOF, the parties have executed this instrument on the dates appearing below:

SELLER

CITY OF MIDLAND, TEXAS

Robert Patrick, City Manager

Date Signed:_____

PURCHASER

ARTS COUNCIL OF MIDLAND

Daniel Holeva, Executive Director

Date Signed:_____

ACKNOWLEDGMENT BY TITLE COMPANY

West Texas Abstract and Title Co. hereby agrees to perform its obligations under this Agreement and acknowledges receipt of a fully executed copy of this Purchase and Sale Agreement on the ____ day of _____, 2022.

WEST TEXAS ABSTRACT AND TITLE CO.

By:_____

Name: _____

Title: _____


[Home](#) [Return to Search](#) [Print](#)
Property Year 2022[Tax Summary](#)[Map/Gis](#)

Information Updated 7/19/2022

Property ID: R000046034 Geo ID: 00080800.176.0190

**** PROPERTY ALERT ** 2022 value(s) are preliminary and not certified.****Property Details****Ownership****Available Actions**

MIDLAND CITY OF

PO BOX 1152
MIDLAND, TX 79702

Ownership Interest: 1.0000000

N35C

Qualified Exemptions

Const Exempt

* For property owner confidentiality reasons not all exemption details are available online.

Legal Information

Legal: Acres: 0.080, BLK: 176, LOT: 019, ADDN: SOUTHERN

Situs: MAIN ST 0 S

Property Valuation History

Values by Year		2022	2021	2020	2019	2018	n/a
Improvements	+	\$0	\$0	\$0	\$0	\$0	\$0
Land	+	\$12,250	\$12,250	\$12,250	\$12,250	\$7,000	\$0
Production Market	+	\$0	\$0	\$0	\$0	\$0	\$0
Personal	+	\$0	\$0	\$0	\$0	\$0	\$0
Mineral	+	\$0	\$0	\$0	\$0	\$0	\$0
Total Market	=	\$12,250	\$12,250	\$12,250	\$12,250	\$7,000	\$0
Agricultural Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Homestead Cap Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Total Assessed	=	\$12,250	\$12,250	\$12,250	\$12,250	\$7,000	\$0

Improvement / Buildings	Improvement Value: \$0
-------------------------	------------------------

Group Sequence	Code	Building Description	Year Built	Square Footage	Perimeter Footage
----------------	------	----------------------	------------	----------------	-------------------

Land Details	Market Value: \$12,250	Production Market Value: \$0	Production Value: \$0
--------------	------------------------	------------------------------	-----------------------

Land Code	Acres	Sq. Ft.	Front Ft.	Rear Ft.	Depth	Mkt. Value	Prd. Value
CS03L	0.080	3,500	0	0		12,250	0

Deed History

Sold By	Volume	Page	Deed Date	Instrument
n/a	1345	0649	12/29/1995	
n/a			1/1/1901	

Property Tax Estimation by Entity / Jurisdiction

Code	Description	Taxable Value	Tax Rate per \$100	Tax Factor applied to Taxable Value	Estimated Tax
165	MIDLAND COUNTY	0	\$0.141635	0.00141635	\$0.00
CTM	CITY OF MIDLAND	0	\$0.367189	0.00367189	\$0.00
HOS	MIDLAND HOSPITAL	0	\$0.108581	0.00108581	\$0.00
RDC	MIDLAND COLLEGE	0	\$0.101151	0.00101151	\$0.00
SCM	MIDLAND ISD	0	\$1.0236	0.010236	\$0.00
Total Estimation			\$1.742156	0.01742156	\$0.00

The above property tax estimation is not a tax bill. Do not pay.
[Click here to view actual Property Tax Bill.](#)

Southwest Data Solutions provides this information "as is" without warranty of any kind.
 Southwest Data Solutions is not responsible for any errors or omissions.


[Home](#) [Return to Search](#) [Print](#)
Property Year 2022[Tax Summary](#)[Map/Gis](#)

Information Updated 7/19/2022

Property ID: R000046035 Geo ID: 00080800.176.0200

**** PROPERTY ALERT ** 2022 value(s) are preliminary and not certified.****Property Details****Ownership****Available Actions**

MIDLAND CITY OF

PO BOX 1152
MIDLAND, TX 79702

Ownership Interest: 1.0000000

N35C

Qualified Exemptions

Const Exempt

* For property owner confidentiality reasons not all exemption details are available online.

Legal Information

Legal: Acres: 0.080, BLK: 176, LOT: 020, ADDN: SOUTHERN

Situs: MAIN ST 0 S

Property Valuation History

Values by Year		2022	2021	2020	2019	2018	n/a
Improvements	+	\$0	\$0	\$0	\$0	\$0	\$0
Land	+	\$12,250	\$12,250	\$12,250	\$12,250	\$7,000	\$0
Production Market	+	\$0	\$0	\$0	\$0	\$0	\$0
Personal	+	\$0	\$0	\$0	\$0	\$0	\$0
Mineral	+	\$0	\$0	\$0	\$0	\$0	\$0
Total Market	=	\$12,250	\$12,250	\$12,250	\$12,250	\$7,000	\$0
Agricultural Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Homestead Cap Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Total Assessed	=	\$12,250	\$12,250	\$12,250	\$12,250	\$7,000	\$0

Improvement / Buildings	Improvement Value: \$0
-------------------------	------------------------

Group Sequence	Code	Building Description	Year Built	Square Footage	Perimeter Footage
----------------	------	----------------------	------------	----------------	-------------------

Land Details	Market Value: \$12,250	Production Market Value: \$0	Production Value: \$0
--------------	------------------------	------------------------------	-----------------------

Land Code	Acres	Sq. Ft.	Front Ft.	Rear Ft.	Depth	Mkt. Value	Prd. Value
CS03L	0.080	3,500	0	0		12,250	0

Deed History

Sold By	Volume	Page	Deed Date	Instrument
n/a	1345	0649	12/29/1995	
n/a			1/1/1901	

Property Tax Estimation by Entity / Jurisdiction

Code	Description	Taxable Value	Tax Rate per \$100	Tax Factor applied to Taxable Value	Estimated Tax
165	MIDLAND COUNTY	0	\$0.141635	0.00141635	\$0.00
CTM	CITY OF MIDLAND	0	\$0.367189	0.00367189	\$0.00
HOS	MIDLAND HOSPITAL	0	\$0.108581	0.00108581	\$0.00
RDC	MIDLAND COLLEGE	0	\$0.101151	0.00101151	\$0.00
SCM	MIDLAND ISD	0	\$1.0236	0.010236	\$0.00
Total Estimation			\$1.742156	0.01742156	\$0.00

The above property tax estimation is not a tax bill. Do not pay.
[Click here to view actual Property Tax Bill.](#)

Southwest Data Solutions provides this information "as is" without warranty of any kind.
 Southwest Data Solutions is not responsible for any errors or omissions.


[Home](#) [Return to Search](#) [Print](#)
Property Year 2022[Tax Summary](#)[Map/Gis](#)

Information Updated 7/19/2022

Property ID: R000046036 Geo ID: 00080800.176.0210

**** PROPERTY ALERT ** 2022 value(s) are preliminary and not certified.****Property Details****Ownership****Available Actions**

MIDLAND CITY OF

PO BOX 1152
MIDLAND, TX 79702

Ownership Interest: 1.0000000

N35C

Qualified Exemptions

Const Exempt

* For property owner confidentiality reasons not all exemption details are available online.

Legal Information

Legal: Acres: 0.080, BLK: 176, LOT: 021, ADDN: SOUTHERN

Situs: MAIN ST 0 S

Property Valuation History

Values by Year		2022	2021	2020	2019	2018	n/a
Improvements	+	\$0	\$0	\$0	\$0	\$0	\$0
Land	+	\$12,250	\$12,250	\$12,250	\$12,250	\$7,000	\$0
Production Market	+	\$0	\$0	\$0	\$0	\$0	\$0
Personal	+	\$0	\$0	\$0	\$0	\$0	\$0
Mineral	+	\$0	\$0	\$0	\$0	\$0	\$0
Total Market	=	\$12,250	\$12,250	\$12,250	\$12,250	\$7,000	\$0
Agricultural Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Homestead Cap Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Total Assessed	=	\$12,250	\$12,250	\$12,250	\$12,250	\$7,000	\$0

Improvement / Buildings	Improvement Value: \$0
-------------------------	------------------------

Group Sequence	Code	Building Description	Year Built	Square Footage	Perimeter Footage
----------------	------	----------------------	------------	----------------	-------------------

Land Details	Market Value: \$12,250	Production Market Value: \$0	Production Value: \$0
--------------	------------------------	------------------------------	-----------------------

Land Code	Acres	Sq. Ft.	Front Ft.	Rear Ft.	Depth	Mkt. Value	Prd. Value
CS03L	0.080	3,500	0	0		12,250	0

Deed History

Sold By	Volume	Page	Deed Date	Instrument
n/a	1345	0649	12/29/1995	
n/a			1/1/1901	

Property Tax Estimation by Entity / Jurisdiction

Code	Description	Taxable Value	Tax Rate per \$100	Tax Factor applied to Taxable Value	Estimated Tax
165	MIDLAND COUNTY	0	\$0.141635	0.00141635	\$0.00
CTM	CITY OF MIDLAND	0	\$0.367189	0.00367189	\$0.00
HOS	MIDLAND HOSPITAL	0	\$0.108581	0.00108581	\$0.00
RDC	MIDLAND COLLEGE	0	\$0.101151	0.00101151	\$0.00
SCM	MIDLAND ISD	0	\$1.0236	0.010236	\$0.00
Total Estimation			\$1.742156	0.01742156	\$0.00

The above property tax estimation is not a tax bill. Do not pay.
[Click here to view actual Property Tax Bill.](#)

Southwest Data Solutions provides this information "as is" without warranty of any kind.
 Southwest Data Solutions is not responsible for any errors or omissions.


[Home](#) [Return to Search](#) [Print](#)
Property Year 2022[Tax Summary](#)[Map/Gis](#)

Information Updated 7/19/2022

Property ID: R000046037 Geo ID: 00080800.176.0220

**** PROPERTY ALERT ** 2022 value(s) are preliminary and not certified.****Property Details****Ownership****Available Actions**

MIDLAND CITY OF

PO BOX 1152
MIDLAND, TX 79702

Ownership Interest: 1.0000000

N35C

Qualified Exemptions

Const Exempt

* For property owner confidentiality reasons not all exemption details are available online.

Legal Information

Legal: Acres: 0.080, BLK: 176, LOT: 022, ADDN: SOUTHERN

Situs: MAIN ST 0 S

Property Valuation History

Values by Year		2022	2021	2020	2019	2018	n/a
Improvements	+	\$0	\$0	\$0	\$0	\$0	\$0
Land	+	\$12,250	\$12,250	\$12,250	\$12,250	\$7,000	\$0
Production Market	+	\$0	\$0	\$0	\$0	\$0	\$0
Personal	+	\$0	\$0	\$0	\$0	\$0	\$0
Mineral	+	\$0	\$0	\$0	\$0	\$0	\$0
Total Market	=	\$12,250	\$12,250	\$12,250	\$12,250	\$7,000	\$0
Agricultural Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Homestead Cap Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Total Assessed	=	\$12,250	\$12,250	\$12,250	\$12,250	\$7,000	\$0

Improvement / Buildings	Improvement Value: \$0
-------------------------	------------------------

Group Sequence	Code	Building Description	Year Built	Square Footage	Perimeter Footage
----------------	------	----------------------	------------	----------------	-------------------

Land Details	Market Value: \$12,250	Production Market Value: \$0	Production Value: \$0
--------------	------------------------	------------------------------	-----------------------

Land Code	Acres	Sq. Ft.	Front Ft.	Rear Ft.	Depth	Mkt. Value	Prd. Value
CS03L	0.080	3,500	0	0		12,250	0

Deed History

Sold By	Volume	Page	Deed Date	Instrument
n/a	1345	0649	12/29/1995	
n/a			1/1/1901	

Property Tax Estimation by Entity / Jurisdiction

Code	Description	Taxable Value	Tax Rate per \$100	Tax Factor applied to Taxable Value	Estimated Tax
165	MIDLAND COUNTY	0	\$0.141635	0.00141635	\$0.00
CTM	CITY OF MIDLAND	0	\$0.367189	0.00367189	\$0.00
HOS	MIDLAND HOSPITAL	0	\$0.108581	0.00108581	\$0.00
RDC	MIDLAND COLLEGE	0	\$0.101151	0.00101151	\$0.00
SCM	MIDLAND ISD	0	\$1.0236	0.010236	\$0.00
Total Estimation			\$1.742156	0.01742156	\$0.00

The above property tax estimation is not a tax bill. Do not pay.
[Click here to view actual Property Tax Bill.](#)

Southwest Data Solutions provides this information "as is" without warranty of any kind.
 Southwest Data Solutions is not responsible for any errors or omissions.


[Home](#) [Return to Search](#) [Print](#)
Property Year 2022[Tax Summary](#)[Map/Gis](#)

Information Updated 7/19/2022

Property ID: R000046038 Geo ID: 00080800.176.0230

**** PROPERTY ALERT ** 2022 value(s) are preliminary and not certified.****Property Details****Ownership****Available Actions**

MIDLAND CITY OF

PO BOX 1152
MIDLAND, TX 79702

Ownership Interest: 1.0000000

N35C

Qualified Exemptions

Const Exempt

* For property owner confidentiality reasons not all exemption details are available online.

Legal Information

Legal: Acres: 0.080, BLK: 176, LOT: 023, ADDN: SOUTHERN

Situs: MAIN ST 0 S

Property Valuation History

Values by Year		2022	2021	2020	2019	2018	n/a
Improvements	+	\$0	\$0	\$0	\$0	\$0	\$0
Land	+	\$12,250	\$12,250	\$12,250	\$12,250	\$7,000	\$0
Production Market	+	\$0	\$0	\$0	\$0	\$0	\$0
Personal	+	\$0	\$0	\$0	\$0	\$0	\$0
Mineral	+	\$0	\$0	\$0	\$0	\$0	\$0
Total Market	=	\$12,250	\$12,250	\$12,250	\$12,250	\$7,000	\$0
Agricultural Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Homestead Cap Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Total Assessed	=	\$12,250	\$12,250	\$12,250	\$12,250	\$7,000	\$0

Improvement / Buildings	Improvement Value: \$0
-------------------------	------------------------

Group Sequence	Code	Building Description	Year Built	Square Footage	Perimeter Footage
----------------	------	----------------------	------------	----------------	-------------------

Land Details	Market Value: \$12,250	Production Market Value: \$0	Production Value: \$0
--------------	------------------------	------------------------------	-----------------------

Land Code	Acres	Sq. Ft.	Front Ft.	Rear Ft.	Depth	Mkt. Value	Prd. Value
-----------	-------	---------	-----------	----------	-------	------------	------------

CS03L	0.080	3,500	0	0		12,250	0
-------	-------	-------	---	---	--	--------	---

Deed History

Sold By	Volume	Page	Deed Date	Instrument
---------	--------	------	-----------	------------

n/a	1345	0649	12/29/1995	
n/a			1/1/1901	

Property Tax Estimation by Entity / Jurisdiction

Code	Description	Taxable Value	Tax Rate per \$100	Tax Factor applied to Taxable Value	Estimated Tax
------	-------------	---------------	--------------------	-------------------------------------	---------------

165	MIDLAND COUNTY	0	\$0.141635	0.00141635	\$0.00
CTM	CITY OF MIDLAND	0	\$0.367189	0.00367189	\$0.00
HOS	MIDLAND HOSPITAL	0	\$0.108581	0.00108581	\$0.00
RDC	MIDLAND COLLEGE	0	\$0.101151	0.00101151	\$0.00
SCM	MIDLAND ISD	0	\$1.0236	0.010236	\$0.00
Total Estimation			\$1.742156	0.01742156	\$0.00

The above property tax estimation is not a tax bill. Do not pay.
[Click here to view actual Property Tax Bill.](#)

Southwest Data Solutions provides this information "as is" without warranty of any kind.
 Southwest Data Solutions is not responsible for any errors or omissions.


[Home](#) [Return to Search](#) [Print](#)
Property Year 2022[Tax Summary](#)[Map/Gis](#)

Information Updated 7/19/2022

Property ID: R000046039 Geo ID: 00080800.176.0240

**** PROPERTY ALERT ** 2022 value(s) are preliminary and not certified.****Property Details****Ownership****Available Actions**

MIDLAND CITY OF

PO BOX 1152
MIDLAND, TX 79702

Ownership Interest: 1.0000000

N35C

Qualified Exemptions

Const Exempt

* For property owner confidentiality reasons not all exemption details are available online.

Legal Information

Legal: Acres: 0.080, BLK: 176, LOT: 024, ADDN: SOUTHERN

Situs: MAIN ST 0 S

Property Valuation History

Values by Year		2022	2021	2020	2019	2018	n/a
Improvements	+	\$0	\$0	\$0	\$0	\$0	\$0
Land	+	\$12,250	\$12,250	\$12,250	\$12,250	\$7,000	\$0
Production Market	+	\$0	\$0	\$0	\$0	\$0	\$0
Personal	+	\$0	\$0	\$0	\$0	\$0	\$0
Mineral	+	\$0	\$0	\$0	\$0	\$0	\$0
Total Market	=	\$12,250	\$12,250	\$12,250	\$12,250	\$7,000	\$0
Agricultural Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Homestead Cap Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Total Assessed	=	\$12,250	\$12,250	\$12,250	\$12,250	\$7,000	\$0

Improvement / Buildings	Improvement Value: \$0
-------------------------	------------------------

Group Sequence	Code	Building Description	Year Built	Square Footage	Perimeter Footage
----------------	------	----------------------	------------	----------------	-------------------

Land Details	Market Value: \$12,250	Production Market Value: \$0	Production Value: \$0
--------------	------------------------	------------------------------	-----------------------

Land Code	Acres	Sq. Ft.	Front Ft.	Rear Ft.	Depth	Mkt. Value	Prd. Value
CS03L	0.080	3,500	0	0		12,250	0

Deed History

Sold By	Volume	Page	Deed Date	Instrument
n/a	1345	0649	12/29/1995	
n/a			1/1/1901	

Property Tax Estimation by Entity / Jurisdiction

Code	Description	Taxable Value	Tax Rate per \$100	Tax Factor applied to Taxable Value	Estimated Tax
165	MIDLAND COUNTY	0	\$0.141635	0.00141635	\$0.00
CTM	CITY OF MIDLAND	0	\$0.367189	0.00367189	\$0.00
HOS	MIDLAND HOSPITAL	0	\$0.108581	0.00108581	\$0.00
RDC	MIDLAND COLLEGE	0	\$0.101151	0.00101151	\$0.00
SCM	MIDLAND ISD	0	\$1.0236	0.010236	\$0.00
Total Estimation			\$1.742156	0.01742156	\$0.00

The above property tax estimation is not a tax bill. Do not pay.
[Click here to view actual Property Tax Bill.](#)

Southwest Data Solutions provides this information "as is" without warranty of any kind.
 Southwest Data Solutions is not responsible for any errors or omissions.


[Home](#) [Return to Search](#) [Print](#)
Property Year 2022[Tax Summary](#)[Map/Gis](#)

Information Updated 7/19/2022

Property ID: R000046040 Geo ID: 00080800.177.0010

**** PROPERTY ALERT ** 2022 value(s) are preliminary and not certified.****Property Details****Ownership****Available Actions**

MIDLAND CITY OF

PO BOX 1152
MIDLAND, TX 79702

Ownership Interest: 1.0000000

N35C

Qualified Exemptions

Const Exempt

* For property owner confidentiality reasons not all exemption details are available online.

Legal Information

Legal: Acres: 0.402, BLK: 177, LOTS: 001 THRU 5, ADDN: SOUTHERN

Situs: MAIN ST 802 S

Property Valuation History

Values by Year		2022	2021	2020	2019	2018	n/a
Improvements	+	\$357,420	\$351,040	\$306,620	\$306,620	\$258,590	\$0
Land	+	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$0
Production Market	+	\$0	\$0	\$0	\$0	\$0	\$0
Personal	+	\$0	\$0	\$0	\$0	\$0	\$0
Mineral	+	\$0	\$0	\$0	\$0	\$0	\$0
Total Market	=	\$392,420	\$386,040	\$341,620	\$341,620	\$293,590	\$0
Agricultural Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Homestead Cap Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Total Assessed	=	\$392,420	\$386,040	\$341,620	\$341,620	\$293,590	\$0

Improvement / Buildings	Improvement Value: \$357,420
--------------------------------	-------------------------------------

Group Sequence	Code	Building Description	Year Built	Square Footage	Perimeter Footage
101	RES	RESIDENCE	1908	5,198	294
102	GAR	GARAGE	1908	400	80
103	RES	RESIDENCE	1908	578	98
104	RES	RESIDENCE	1908	804	128
105	CP	CARPORT	1992	432	84
106	RES	RESIDENCE	1997	400	80

Land Details	Market Value: \$35,000	Production Market Value: \$0	Production Value: \$0
---------------------	-------------------------------	-------------------------------------	------------------------------

Land Code	Acres	Sq. Ft.	Front Ft.	Rear Ft.	Depth	Mkt. Value	Prd. Value
CS02A	0.402	17,500	0	0		35,000	0

Deed History

Sold By	Volume	Page	Deed Date	Instrument
n/a	1345	0649	12/29/1995	
n/a	1139	0694	10/27/1992	
n/a	1039	0466	4/19/1990	
n/a	0934	0632	7/17/1987	

Property Tax Estimation by Entity / Jurisdiction

Code	Description	Taxable Value	Tax Rate per \$100	Tax Factor applied to Taxable Value	Estimated Tax
165	MIDLAND COUNTY	0	\$0.141635	0.00141635	\$0.00
CTM	CITY OF MIDLAND	0	\$0.367189	0.00367189	\$0.00
HOS	MIDLAND HOSPITAL	0	\$0.108581	0.00108581	\$0.00
RDC	MIDLAND COLLEGE	0	\$0.101151	0.00101151	\$0.00
SCM	MIDLAND ISD	0	\$1.0236	0.010236	\$0.00
Total Estimation			\$1.742156	0.01742156	\$0.00

The above property tax estimation is not a tax bill. Do not pay.
[Click here to view actual Property Tax Bill.](#)

Southwest Data Solutions provides this information "as is" without warranty of any kind.

Southwest Data Solutions is not responsible for any errors or omissions.


[Home](#) [Return to Search](#) [Print](#)
Property Year 2022[Tax Summary](#)[Map/Gis](#)

Information Updated 7/19/2022

Property ID: R000046041 Geo ID: 00080800.177.0060

**** PROPERTY ALERT ** 2022 value(s) are preliminary and not certified.****Property Details****Ownership****Available Actions**

MIDLAND CITY OF

PO BOX 1152
MIDLAND, TX 79702

Ownership Interest: 1.0000000

N35C

Qualified Exemptions

Const Exempt

* For property owner confidentiality reasons not all exemption details are available online.

Legal Information

Legal: Acres: 0.080, BLK: 177, LOT: 006, ADDN: SOUTHERN

Situs: MAIN ST 0 S

Property Valuation History

Values by Year		2022	2021	2020	2019	2018	n/a
Improvements	+	\$0	\$0	\$0	\$0	\$0	\$0
Land	+	\$12,250	\$12,250	\$12,250	\$12,250	\$7,000	\$0
Production Market	+	\$0	\$0	\$0	\$0	\$0	\$0
Personal	+	\$0	\$0	\$0	\$0	\$0	\$0
Mineral	+	\$0	\$0	\$0	\$0	\$0	\$0
Total Market	=	\$12,250	\$12,250	\$12,250	\$12,250	\$7,000	\$0
Agricultural Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Homestead Cap Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Total Assessed	=	\$12,250	\$12,250	\$12,250	\$12,250	\$7,000	\$0

Improvement / Buildings	Improvement Value: \$0
-------------------------	------------------------

Group Sequence	Code	Building Description	Year Built	Square Footage	Perimeter Footage
----------------	------	----------------------	------------	----------------	-------------------

Land Details	Market Value: \$12,250	Production Market Value: \$0	Production Value: \$0
--------------	------------------------	------------------------------	-----------------------

Land Code	Acres	Sq. Ft.	Front Ft.	Rear Ft.	Depth	Mkt. Value	Prd. Value
CS03L	0.080	3,500	0	0		12,250	0

Deed History

Sold By	Volume	Page	Deed Date	Instrument
n/a	1345	0649	12/29/1995	
n/a			1/1/1901	

Property Tax Estimation by Entity / Jurisdiction

Code	Description	Taxable Value	Tax Rate per \$100	Tax Factor applied to Taxable Value	Estimated Tax
165	MIDLAND COUNTY	0	\$0.141635	0.00141635	\$0.00
CTM	CITY OF MIDLAND	0	\$0.367189	0.00367189	\$0.00
HOS	MIDLAND HOSPITAL	0	\$0.108581	0.00108581	\$0.00
RDC	MIDLAND COLLEGE	0	\$0.101151	0.00101151	\$0.00
SCM	MIDLAND ISD	0	\$1.0236	0.010236	\$0.00
Total Estimation			\$1.742156	0.01742156	\$0.00

The above property tax estimation is not a tax bill. Do not pay.
[Click here to view actual Property Tax Bill.](#)

Southwest Data Solutions provides this information "as is" without warranty of any kind.
 Southwest Data Solutions is not responsible for any errors or omissions.


[Home](#) [Return to Search](#) [Print](#)
Property Year 2022[Tax Summary](#)[Map/Gis](#)

Information Updated 7/19/2022

Property ID: R000046042 Geo ID: 00080800.177.0070

**** PROPERTY ALERT ** 2022 value(s) are preliminary and not certified.****Property Details****Ownership****Available Actions**

MIDLAND CITY OF

PO BOX 1152
MIDLAND, TX 79702

Ownership Interest: 1.0000000

N35C

Qualified Exemptions

Const Exempt

* For property owner confidentiality reasons not all exemption details are available online.

Legal Information

Legal: Acres: 0.241, BLK: 177, LOTS: 007 THRU 9, ADDN: SOUTHERN

Situs: MAIN ST 806 S

Property Valuation History

Values by Year		2022	2021	2020	2019	2018	n/a
Improvements	+	\$140,170	\$139,120	\$104,880	\$104,880	\$97,700	\$0
Land	+	\$36,750	\$36,750	\$36,750	\$36,750	\$21,000	\$0
Production Market	+	\$0	\$0	\$0	\$0	\$0	\$0
Personal	+	\$0	\$0	\$0	\$0	\$0	\$0
Mineral	+	\$0	\$0	\$0	\$0	\$0	\$0
Total Market	=	\$176,920	\$175,870	\$141,630	\$141,630	\$118,700	\$0
Agricultural Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Homestead Cap Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Total Assessed	=	\$176,920	\$175,870	\$141,630	\$141,630	\$118,700	\$0

Improvement / Buildings	Improvement Value: \$140,170
--------------------------------	-------------------------------------

Group Sequence	Code	Building Description	Year Built	Square Footage	Perimeter Footage
101	RES	RESIDENCE	1938	1,983	234
102	GAR	GARAGE	1938	400	80
103	RES	RESIDENCE	1938	252	64
104	RES	RESIDENCE	1938	180	56

Land Details	Market Value: \$36,750	Production Market Value: \$0	Production Value: \$0
---------------------	-------------------------------	-------------------------------------	------------------------------

Land Code	Acres	Sq. Ft.	Front Ft.	Rear Ft.	Depth	Mkt. Value	Prd. Value
CS03L	0.241	10,500	0	0		36,750	0

Deed History

Sold By	Volume	Page	Deed Date	Instrument
n/a	1345	0649	12/29/1995	
n/a			1/1/1901	

Property Tax Estimation by Entity / Jurisdiction

Code	Description	Taxable Value	Tax Rate per \$100	Tax Factor applied to Taxable Value	Estimated Tax
165	MIDLAND COUNTY	0	\$0.141635	0.00141635	\$0.00
CTM	CITY OF MIDLAND	0	\$0.367189	0.00367189	\$0.00
HOS	MIDLAND HOSPITAL	0	\$0.108581	0.00108581	\$0.00
RDC	MIDLAND COLLEGE	0	\$0.101151	0.00101151	\$0.00
SCM	MIDLAND ISD	0	\$1.0236	0.010236	\$0.00
Total Estimation			\$1.742156	0.01742156	\$0.00

The above property tax estimation is not a tax bill. Do not pay.
[Click here to view actual Property Tax Bill.](#)

Southwest Data Solutions provides this information "as is" without warranty of any kind.
 Southwest Data Solutions is not responsible for any errors or omissions.


[Home](#) [Return to Search](#) [Print](#)
Property Year 2022[Tax Summary](#)[Map/Gis](#)

Information Updated 7/19/2022

Property ID: R000046043 Geo ID: 00080800.177.0100

**** PROPERTY ALERT ** 2022 value(s) are preliminary and not certified.****Property Details****Ownership****Available Actions**

MIDLAND CITY OF

PO BOX 1152
MIDLAND, TX 79702

Ownership Interest: 1.0000000

N35C

Qualified Exemptions

Const Exempt

* For property owner confidentiality reasons not all exemption details are available online.

Legal Information

Legal: Acres: 0.080, BLK: 177, LOT: 010, ADDN: SOUTHERN

Situs: MAIN ST 0 S

Property Valuation History

Values by Year		2022	2021	2020	2019	2018	n/a
Improvements	+	\$0	\$0	\$0	\$0	\$0	\$0
Land	+	\$12,250	\$12,250	\$12,250	\$12,250	\$7,000	\$0
Production Market	+	\$0	\$0	\$0	\$0	\$0	\$0
Personal	+	\$0	\$0	\$0	\$0	\$0	\$0
Mineral	+	\$0	\$0	\$0	\$0	\$0	\$0
Total Market	=	\$12,250	\$12,250	\$12,250	\$12,250	\$7,000	\$0
Agricultural Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Homestead Cap Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Total Assessed	=	\$12,250	\$12,250	\$12,250	\$12,250	\$7,000	\$0

Improvement / Buildings	Improvement Value: \$0
-------------------------	------------------------

Group Sequence	Code	Building Description	Year Built	Square Footage	Perimeter Footage
----------------	------	----------------------	------------	----------------	-------------------

Land Details	Market Value: \$12,250	Production Market Value: \$0	Production Value: \$0
--------------	------------------------	------------------------------	-----------------------

Land Code	Acres	Sq. Ft.	Front Ft.	Rear Ft.	Depth	Mkt. Value	Prd. Value
CS03L	0.080	3,500	0	0		12,250	0

Deed History

Sold By	Volume	Page	Deed Date	Instrument
n/a	1345	0649	12/29/1995	
n/a			1/1/1901	

Property Tax Estimation by Entity / Jurisdiction

Code	Description	Taxable Value	Tax Rate per \$100	Tax Factor applied to Taxable Value	Estimated Tax
165	MIDLAND COUNTY	0	\$0.141635	0.00141635	\$0.00
CTM	CITY OF MIDLAND	0	\$0.367189	0.00367189	\$0.00
HOS	MIDLAND HOSPITAL	0	\$0.108581	0.00108581	\$0.00
RDC	MIDLAND COLLEGE	0	\$0.101151	0.00101151	\$0.00
SCM	MIDLAND ISD	0	\$1.0236	0.010236	\$0.00
Total Estimation			\$1.742156	0.01742156	\$0.00

The above property tax estimation is not a tax bill. Do not pay.
[Click here to view actual Property Tax Bill.](#)

Southwest Data Solutions provides this information "as is" without warranty of any kind.
 Southwest Data Solutions is not responsible for any errors or omissions.


[Home](#) [Return to Search](#) [Print](#)
Property Year 2022[Tax Summary](#)[Map/Gis](#)

Information Updated 7/19/2022

Property ID: R000046044 Geo ID: 00080800.177.0110

**** PROPERTY ALERT ** 2022 value(s) are preliminary and not certified.****Property Details****Ownership****Available Actions**

MIDLAND CITY OF

PO BOX 1152
MIDLAND, TX 79702

Ownership Interest: 1.0000000

N35C

Qualified Exemptions

Const Exempt

* For property owner confidentiality reasons not all exemption details are available online.

Legal Information

Legal: Acres: 0.080, BLK: 177, LOT: 011, ADDN: SOUTHERN

Situs: MAIN ST 0 S

Property Valuation History

Values by Year		2022	2021	2020	2019	2018	n/a
Improvements	+	\$0	\$0	\$0	\$0	\$0	\$0
Land	+	\$12,250	\$12,250	\$12,250	\$12,250	\$7,000	\$0
Production Market	+	\$0	\$0	\$0	\$0	\$0	\$0
Personal	+	\$0	\$0	\$0	\$0	\$0	\$0
Mineral	+	\$0	\$0	\$0	\$0	\$0	\$0
Total Market	=	\$12,250	\$12,250	\$12,250	\$12,250	\$7,000	\$0
Agricultural Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Homestead Cap Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Total Assessed	=	\$12,250	\$12,250	\$12,250	\$12,250	\$7,000	\$0

Improvement / Buildings	Improvement Value: \$0
-------------------------	------------------------

Group Sequence	Code	Building Description	Year Built	Square Footage	Perimeter Footage
----------------	------	----------------------	------------	----------------	-------------------

Land Details	Market Value: \$12,250	Production Market Value: \$0	Production Value: \$0
--------------	------------------------	------------------------------	-----------------------

Land Code	Acres	Sq. Ft.	Front Ft.	Rear Ft.	Depth	Mkt. Value	Prd. Value
CS03L	0.080	3,500	0	0		12,250	0

Deed History

Sold By	Volume	Page	Deed Date	Instrument
n/a	1345	0649	12/29/1995	
n/a			1/1/1901	

Property Tax Estimation by Entity / Jurisdiction

Code	Description	Taxable Value	Tax Rate per \$100	Tax Factor applied to Taxable Value	Estimated Tax
165	MIDLAND COUNTY	0	\$0.141635	0.00141635	\$0.00
CTM	CITY OF MIDLAND	0	\$0.367189	0.00367189	\$0.00
HOS	MIDLAND HOSPITAL	0	\$0.108581	0.00108581	\$0.00
RDC	MIDLAND COLLEGE	0	\$0.101151	0.00101151	\$0.00
SCM	MIDLAND ISD	0	\$1.0236	0.010236	\$0.00
Total Estimation			\$1.742156	0.01742156	\$0.00

The above property tax estimation is not a tax bill. Do not pay.
[Click here to view actual Property Tax Bill.](#)

Southwest Data Solutions provides this information "as is" without warranty of any kind.
 Southwest Data Solutions is not responsible for any errors or omissions.


[Home](#) [Return to Search](#) [Print](#)
Property Year 2022[Tax Summary](#)[Map/Gis](#)

Information Updated 7/19/2022

Property ID: R000046045 Geo ID: 00080800.177.0120

**** PROPERTY ALERT ** 2022 value(s) are preliminary and not certified.****Property Details****Ownership****Available Actions**

MIDLAND CITY OF

PO BOX 1152
MIDLAND, TX 79702

Ownership Interest: 1.0000000

N35C

Qualified Exemptions

Const Exempt

* For property owner confidentiality reasons not all exemption details are available online.

Legal Information

Legal: Acres: 0.080, BLK: 177, LOT: 012, ADDN: SOUTHERN

Situs: MAIN ST 0 S

Property Valuation History

Values by Year		2022	2021	2020	2019	2018	n/a
Improvements	+	\$0	\$0	\$0	\$0	\$0	\$0
Land	+	\$12,250	\$12,250	\$12,250	\$12,250	\$7,000	\$0
Production Market	+	\$0	\$0	\$0	\$0	\$0	\$0
Personal	+	\$0	\$0	\$0	\$0	\$0	\$0
Mineral	+	\$0	\$0	\$0	\$0	\$0	\$0
Total Market	=	\$12,250	\$12,250	\$12,250	\$12,250	\$7,000	\$0
Agricultural Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Homestead Cap Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Total Assessed	=	\$12,250	\$12,250	\$12,250	\$12,250	\$7,000	\$0

Improvement / Buildings	Improvement Value: \$0
-------------------------	------------------------

Group Sequence	Code	Building Description	Year Built	Square Footage	Perimeter Footage
----------------	------	----------------------	------------	----------------	-------------------

Land Details	Market Value: \$12,250	Production Market Value: \$0	Production Value: \$0
--------------	------------------------	------------------------------	-----------------------

Land Code	Acres	Sq. Ft.	Front Ft.	Rear Ft.	Depth	Mkt. Value	Prd. Value
CS03L	0.080	3,500	0	0		12,250	0

Deed History

Sold By	Volume	Page	Deed Date	Instrument
n/a	1345	0649	12/29/1995	
n/a			1/1/1901	

Property Tax Estimation by Entity / Jurisdiction

Code	Description	Taxable Value	Tax Rate per \$100	Tax Factor applied to Taxable Value	Estimated Tax
165	MIDLAND COUNTY	0	\$0.141635	0.00141635	\$0.00
CTM	CITY OF MIDLAND	0	\$0.367189	0.00367189	\$0.00
HOS	MIDLAND HOSPITAL	0	\$0.108581	0.00108581	\$0.00
RDC	MIDLAND COLLEGE	0	\$0.101151	0.00101151	\$0.00
SCM	MIDLAND ISD	0	\$1.0236	0.010236	\$0.00
Total Estimation			\$1.742156	0.01742156	\$0.00

The above property tax estimation is not a tax bill. Do not pay.
[Click here to view actual Property Tax Bill.](#)

Southwest Data Solutions provides this information "as is" without warranty of any kind.
 Southwest Data Solutions is not responsible for any errors or omissions.


[Home](#) [Return to Search](#) [Print](#)
Property Year 2022[Tax Summary](#)[Map/Gis](#)

Information Updated 7/19/2022

Property ID: R000046046 Geo ID: 00080800.177.0130

**** PROPERTY ALERT ** 2022 value(s) are preliminary and not certified.****Property Details****Ownership****Available Actions**

MIDLAND CITY OF

PO BOX 1152
MIDLAND, TX 79702

Ownership Interest: 1.0000000

N35C

Qualified Exemptions

Const Exempt

* For property owner confidentiality reasons not all exemption details are available online.

Legal Information

Legal: Acres: 0.161, BLK: 177, LOT: 013, ADDN: SOUTHERN

Situs: LORAIN ST 0 S

Property Valuation History

Values by Year		2022	2021	2020	2019	2018	n/a
Improvements	+	\$0	\$0	\$0	\$0	\$0	\$0
Land	+	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$0
Production Market	+	\$0	\$0	\$0	\$0	\$0	\$0
Personal	+	\$0	\$0	\$0	\$0	\$0	\$0
Mineral	+	\$0	\$0	\$0	\$0	\$0	\$0
Total Market	=	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$0
Agricultural Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Homestead Cap Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Total Assessed	=	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$0

Improvement / Buildings	Improvement Value: \$0
-------------------------	------------------------

Group Sequence	Code	Building Description	Year Built	Square Footage	Perimeter Footage
----------------	------	----------------------	------------	----------------	-------------------

Land Details	Market Value: \$14,000	Production Market Value: \$0	Production Value: \$0
--------------	------------------------	------------------------------	-----------------------

Land Code	Acres	Sq. Ft.	Front Ft.	Rear Ft.	Depth	Mkt. Value	Prd. Value
-----------	-------	---------	-----------	----------	-------	------------	------------

C05B3	0.161	7,000	0	0		14,000	0
-------	-------	-------	---	---	--	--------	---

Deed History

Sold By	Volume	Page	Deed Date	Instrument
---------	--------	------	-----------	------------

n/a	1345	0649	12/29/1995	
n/a	1039	0466	4/19/1990	
n/a	0934	0630	7/17/1987	
n/a	0626	0589	9/1/1977	

Property Tax Estimation by Entity / Jurisdiction

Code	Description	Taxable Value	Tax Rate per \$100	Tax Factor applied to Taxable Value	Estimated Tax
------	-------------	---------------	--------------------	-------------------------------------	---------------

165	MIDLAND COUNTY	0	\$0.141635	0.00141635	\$0.00
CTM	CITY OF MIDLAND	0	\$0.367189	0.00367189	\$0.00
HOS	MIDLAND HOSPITAL	0	\$0.108581	0.00108581	\$0.00
RDC	MIDLAND COLLEGE	0	\$0.101151	0.00101151	\$0.00
SCM	MIDLAND ISD	0	\$1.0236	0.010236	\$0.00
Total Estimation			\$1.742156	0.01742156	\$0.00

The above property tax estimation is not a tax bill. Do not pay.
[Click here to view actual Property Tax Bill.](#)

Southwest Data Solutions provides this information "as is" without warranty of any kind.
 Southwest Data Solutions is not responsible for any errors or omissions.


[Home](#) [Return to Search](#) [Print](#)
Property Year 2022[Tax Summary](#)[Map/Gis](#)

Information Updated 7/19/2022

Property ID: R000046047 Geo ID: 00080800.177.0140

**** PROPERTY ALERT ** 2022 value(s) are preliminary and not certified.****Property Details****Ownership****Available Actions**

MIDLAND CITY OF

PO BOX 1152
MIDLAND, TX 79702

Ownership Interest: 1.0000000

N35C

Qualified Exemptions

Const Exempt

* For property owner confidentiality reasons not all exemption details are available online.

Legal Information

Legal: Acres: 0.161, BLK: 177, LOT: 014, ADDN: SOUTHERN

Situs: LORAIN ST 0 S

Property Valuation History

Values by Year		2022	2021	2020	2019	2018	n/a
Improvements	+	\$0	\$0	\$0	\$0	\$0	\$0
Land	+	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$0
Production Market	+	\$0	\$0	\$0	\$0	\$0	\$0
Personal	+	\$0	\$0	\$0	\$0	\$0	\$0
Mineral	+	\$0	\$0	\$0	\$0	\$0	\$0
Total Market	=	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$0
Agricultural Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Homestead Cap Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Total Assessed	=	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$0

Improvement / Buildings	Improvement Value: \$0
-------------------------	------------------------

Group Sequence	Code	Building Description	Year Built	Square Footage	Perimeter Footage
----------------	------	----------------------	------------	----------------	-------------------

Land Details	Market Value: \$14,000	Production Market Value: \$0	Production Value: \$0
--------------	------------------------	------------------------------	-----------------------

Land Code	Acres	Sq. Ft.	Front Ft.	Rear Ft.	Depth	Mkt. Value	Prd. Value
CS02A	0.161	7,000	0	0		14,000	0

Deed History

Sold By	Volume	Page	Deed Date	Instrument
n/a	1345	0649	12/29/1995	
n/a	1039	0466	4/19/1990	
n/a	0934	0630	7/17/1987	
n/a	0626	0589	9/1/1977	

Property Tax Estimation by Entity / Jurisdiction

Code	Description	Taxable Value	Tax Rate per \$100	Tax Factor applied to Taxable Value	Estimated Tax
165	MIDLAND COUNTY	0	\$0.141635	0.00141635	\$0.00
CTM	CITY OF MIDLAND	0	\$0.367189	0.00367189	\$0.00
HOS	MIDLAND HOSPITAL	0	\$0.108581	0.00108581	\$0.00
RDC	MIDLAND COLLEGE	0	\$0.101151	0.00101151	\$0.00
SCM	MIDLAND ISD	0	\$1.0236	0.010236	\$0.00
Total Estimation			\$1.742156	0.01742156	\$0.00

The above property tax estimation is not a tax bill. Do not pay.
[Click here to view actual Property Tax Bill.](#)

Southwest Data Solutions provides this information "as is" without warranty of any kind.
 Southwest Data Solutions is not responsible for any errors or omissions.


[Home](#) [Return to Search](#) [Print](#)
Property Year 2022[Tax Summary](#)[Map/Gis](#)

Information Updated 7/19/2022

Property ID: R000046048 Geo ID: 00080800.177.0150

**** PROPERTY ALERT ** 2022 value(s) are preliminary and not certified.****Property Details****Ownership****Available Actions**

MIDLAND CITY OF

PO BOX 1152
MIDLAND, TX 79702

Ownership Interest: 1.0000000

N35C

Qualified Exemptions

Const Exempt

* For property owner confidentiality reasons not all exemption details are available online.

Legal Information

Legal: Acres: 0.161, BLK: 177, LOT: 015, ADDN: SOUTHERN

Situs: LORAIN ST 0 S

Property Valuation History

Values by Year		2022	2021	2020	2019	2018	n/a
Improvements	+	\$0	\$0	\$0	\$0	\$0	\$0
Land	+	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$0
Production Market	+	\$0	\$0	\$0	\$0	\$0	\$0
Personal	+	\$0	\$0	\$0	\$0	\$0	\$0
Mineral	+	\$0	\$0	\$0	\$0	\$0	\$0
Total Market	=	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$0
Agricultural Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Homestead Cap Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Total Assessed	=	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$0

Improvement / Buildings	Improvement Value: \$0
-------------------------	------------------------

Group Sequence	Code	Building Description	Year Built	Square Footage	Perimeter Footage
----------------	------	----------------------	------------	----------------	-------------------

Land Details	Market Value: \$14,000	Production Market Value: \$0	Production Value: \$0
--------------	------------------------	------------------------------	-----------------------

Land Code	Acres	Sq. Ft.	Front Ft.	Rear Ft.	Depth	Mkt. Value	Prd. Value
CS02A	0.161	7,000	0	0		14,000	0

Deed History

Sold By	Volume	Page	Deed Date	Instrument
n/a	1345	0649	12/29/1995	
n/a	1039	0466	4/19/1990	
n/a	0934	0630	7/17/1987	
n/a	0626	0589	9/1/1977	

Property Tax Estimation by Entity / Jurisdiction

Code	Description	Taxable Value	Tax Rate per \$100	Tax Factor applied to Taxable Value	Estimated Tax
165	MIDLAND COUNTY	0	\$0.141635	0.00141635	\$0.00
CTM	CITY OF MIDLAND	0	\$0.367189	0.00367189	\$0.00
HOS	MIDLAND HOSPITAL	0	\$0.108581	0.00108581	\$0.00
RDC	MIDLAND COLLEGE	0	\$0.101151	0.00101151	\$0.00
SCM	MIDLAND ISD	0	\$1.0236	0.010236	\$0.00
Total Estimation			\$1.742156	0.01742156	\$0.00

The above property tax estimation is not a tax bill. Do not pay.
[Click here to view actual Property Tax Bill.](#)

Southwest Data Solutions provides this information "as is" without warranty of any kind.
 Southwest Data Solutions is not responsible for any errors or omissions.


[Home](#) [Return to Search](#) [Print](#)
Property Year 2022[Tax Summary](#)[Map/Gis](#)

Information Updated 7/19/2022

Property ID: R000046049 Geo ID: 00080800.177.0160

**** PROPERTY ALERT ** 2022 value(s) are preliminary and not certified.****Property Details****Ownership****Available Actions**

MIDLAND CITY OF

PO BOX 1152
MIDLAND, TX 79702

Ownership Interest: 1.0000000

N35C

Qualified Exemptions

Const Exempt

* For property owner confidentiality reasons not all exemption details are available online.

Legal Information

Legal: Acres: 0.161, BLK: 177, LOT: 016, ADDN: SOUTHERN

Situs: LORAIN ST 0 S

Property Valuation History

Values by Year		2022	2021	2020	2019	2018	n/a
Improvements	+	\$0	\$0	\$0	\$0	\$0	\$0
Land	+	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$0
Production Market	+	\$0	\$0	\$0	\$0	\$0	\$0
Personal	+	\$0	\$0	\$0	\$0	\$0	\$0
Mineral	+	\$0	\$0	\$0	\$0	\$0	\$0
Total Market	=	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$0
Agricultural Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Homestead Cap Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Total Assessed	=	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$0

Improvement / Buildings	Improvement Value: \$0
-------------------------	------------------------

Group Sequence	Code	Building Description	Year Built	Square Footage	Perimeter Footage
----------------	------	----------------------	------------	----------------	-------------------

Land Details	Market Value: \$14,000	Production Market Value: \$0	Production Value: \$0
--------------	------------------------	------------------------------	-----------------------

Land Code	Acres	Sq. Ft.	Front Ft.	Rear Ft.	Depth	Mkt. Value	Prd. Value
CS02A	0.161	7,000	0	0		14,000	0

Deed History

Sold By	Volume	Page	Deed Date	Instrument
n/a	1345	0649	12/29/1995	
n/a	1139	0694	10/27/1992	
n/a	1039	0466	4/19/1990	
n/a	0934	0632	7/17/1987	
n/a	0626	0589	9/1/1977	

Property Tax Estimation by Entity / Jurisdiction

Code	Description	Taxable Value	Tax Rate per \$100	Tax Factor applied to Taxable Value	Estimated Tax
165	MIDLAND COUNTY	0	\$0.141635	0.00141635	\$0.00
CTM	CITY OF MIDLAND	0	\$0.367189	0.00367189	\$0.00
HOS	MIDLAND HOSPITAL	0	\$0.108581	0.00108581	\$0.00
RDC	MIDLAND COLLEGE	0	\$0.101151	0.00101151	\$0.00
SCM	MIDLAND ISD	0	\$1.0236	0.010236	\$0.00
Total Estimation			\$1.742156	0.01742156	\$0.00

The above property tax estimation is not a tax bill. Do not pay.
[Click here to view actual Property Tax Bill.](#)

Southwest Data Solutions provides this information "as is" without warranty of any kind.
 Southwest Data Solutions is not responsible for any errors or omissions.


[Home](#) [Return to Search](#) [Print](#)
Property Year 2022[Tax Summary](#)[Map/Gis](#)

Information Updated 7/19/2022

Property ID: R000046050 Geo ID: 00080800.177.0170

**** PROPERTY ALERT ** 2022 value(s) are preliminary and not certified.****Property Details****Ownership****Available Actions**

MIDLAND CITY OF

PO BOX 1152
MIDLAND, TX 79702

Ownership Interest: 1.0000000

N35C

Qualified Exemptions

Const Exempt

* For property owner confidentiality reasons not all exemption details are available online.

Legal Information

Legal: Acres: 0.161, BLK: 177, LOT: 017, ADDN: SOUTHERN

Situs: LORAIN ST 0 S

Property Valuation History

Values by Year		2022	2021	2020	2019	2018	n/a
Improvements	+	\$0	\$0	\$0	\$0	\$0	\$0
Land	+	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$0
Production Market	+	\$0	\$0	\$0	\$0	\$0	\$0
Personal	+	\$0	\$0	\$0	\$0	\$0	\$0
Mineral	+	\$0	\$0	\$0	\$0	\$0	\$0
Total Market	=	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$0
Agricultural Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Homestead Cap Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Total Assessed	=	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$0

Improvement / Buildings	Improvement Value: \$0
-------------------------	------------------------

Group Sequence	Code	Building Description	Year Built	Square Footage	Perimeter Footage
----------------	------	----------------------	------------	----------------	-------------------

Land Details	Market Value: \$14,000	Production Market Value: \$0	Production Value: \$0
--------------	------------------------	------------------------------	-----------------------

Land Code	Acres	Sq. Ft.	Front Ft.	Rear Ft.	Depth	Mkt. Value	Prd. Value
CS02A	0.161	7,000	0	0		14,000	0

Deed History

Sold By	Volume	Page	Deed Date	Instrument
n/a	1345	0649	12/29/1995	
n/a	1139	0694	10/27/1992	
n/a	1039	0466	4/19/1990	
n/a	0934	0632	7/17/1987	
n/a	0626	0580	9/1/1977	

Property Tax Estimation by Entity / Jurisdiction

Code	Description	Taxable Value	Tax Rate per \$100	Tax Factor applied to Taxable Value	Estimated Tax
165	MIDLAND COUNTY	0	\$0.141635	0.00141635	\$0.00
CTM	CITY OF MIDLAND	0	\$0.367189	0.00367189	\$0.00
HOS	MIDLAND HOSPITAL	0	\$0.108581	0.00108581	\$0.00
RDC	MIDLAND COLLEGE	0	\$0.101151	0.00101151	\$0.00
SCM	MIDLAND ISD	0	\$1.0236	0.010236	\$0.00
Total Estimation			\$1.742156	0.01742156	\$0.00

The above property tax estimation is not a tax bill. Do not pay.
[Click here to view actual Property Tax Bill.](#)

Southwest Data Solutions provides this information "as is" without warranty of any kind.
 Southwest Data Solutions is not responsible for any errors or omissions.


[Home](#) [Return to Search](#) [Print](#)
Property Year 2022[Tax Summary](#)[Map/Gis](#)

Information Updated 7/19/2022

Property ID: R000046051 Geo ID: 00080800.177.0180

**** PROPERTY ALERT ** 2022 value(s) are preliminary and not certified.****Property Details****Ownership****Available Actions**

MIDLAND CITY OF

PO BOX 1152
MIDLAND, TX 79702

Ownership Interest: 1.0000000

N35C

Qualified Exemptions

Const Exempt

* For property owner confidentiality reasons not all exemption details are available online.

Legal Information

Legal: Acres: 0.161, BLK: 177, LOT: 018, ADDN: SOUTHERN

Situs: LORAIN ST 0 S

Property Valuation History

Values by Year		2022	2021	2020	2019	2018	n/a
Improvements	+	\$0	\$0	\$0	\$0	\$0	\$0
Land	+	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$0
Production Market	+	\$0	\$0	\$0	\$0	\$0	\$0
Personal	+	\$0	\$0	\$0	\$0	\$0	\$0
Mineral	+	\$0	\$0	\$0	\$0	\$0	\$0
Total Market	=	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$0
Agricultural Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Homestead Cap Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Total Assessed	=	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$0

Improvement / Buildings	Improvement Value: \$0
-------------------------	------------------------

Group Sequence	Code	Building Description	Year Built	Square Footage	Perimeter Footage
----------------	------	----------------------	------------	----------------	-------------------

Land Details	Market Value: \$14,000	Production Market Value: \$0	Production Value: \$0
--------------	------------------------	------------------------------	-----------------------

Land Code	Acres	Sq. Ft.	Front Ft.	Rear Ft.	Depth	Mkt. Value	Prd. Value
CS02A	0.161	7,000	0	0		14,000	0

Deed History

Sold By	Volume	Page	Deed Date	Instrument
n/a	1345	0649	12/29/1995	
n/a	1139	0694	10/27/1992	
n/a	1039	0466	4/19/1990	
n/a	0934	0632	7/17/1987	
n/a	0626	0589	9/1/1977	

Property Tax Estimation by Entity / Jurisdiction

Code	Description	Taxable Value	Tax Rate per \$100	Tax Factor applied to Taxable Value	Estimated Tax
165	MIDLAND COUNTY	0	\$0.141635	0.00141635	\$0.00
CTM	CITY OF MIDLAND	0	\$0.367189	0.00367189	\$0.00
HOS	MIDLAND HOSPITAL	0	\$0.108581	0.00108581	\$0.00
RDC	MIDLAND COLLEGE	0	\$0.101151	0.00101151	\$0.00
SCM	MIDLAND ISD	0	\$1.0236	0.010236	\$0.00
Total Estimation			\$1.742156	0.01742156	\$0.00

The above property tax estimation is not a tax bill. Do not pay.
[Click here to view actual Property Tax Bill.](#)

Southwest Data Solutions provides this information "as is" without warranty of any kind.
 Southwest Data Solutions is not responsible for any errors or omissions.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT FOR SALE OF REAL PROPERTY (this "*Contract*") is made by and between the **CITY OF MIDLAND, TEXAS** ("*Seller*"), and the **ARTS COUNCIL OF MIDLAND**, ("*Purchaser*") this ____ of _____, 2022 (the "*Effective Date*"). Seller and Purchaser are sometimes collectively referred to herein as the "*Parties*" and each of the Parties is sometimes singularly referred to herein as a "*Party*."

WITNESSETH:

WHEREAS, Seller is the record owner of certain real property described as Lots 19 through 24, Block 176, and Lots 1-18, Block 177, Southern Addition to the City of Midland, Midland County, Texas, and the improvements thereon, including the Scarborough Linebery House (the "*Property*");

WHEREAS, Purchaser desires to purchase the Property for the purpose of operating and maintaining the Scarborough Linebery House as a Museum and home of the Arts Council of Midland that shall be open to the general public (the "*Project*");

WHEREAS, Purchaser, as part of the Project, intends to offer various amenities for the benefit and enjoyment of the general public, which may include, but be not limited to, a sculpture garden, event venue space, information center, performance stage, studio space, and office space;

WHEREAS, the City Council of the City of Midland, Texas, finds and determines that the Seller's conveyance of the Property to Purchaser for the Project satisfies section 253.011 of the Texas Local Government Code;

WHEREAS, the City Council of the City of Midland, Texas, finds and determines that the Project constitutes a public purpose;

WHEREAS, the City Council of the City of Midland, Texas, authorized the execution of this Contract pursuant to City of Midland Resolution No. 2022-____, adopted _____, 2022; and

WHEREAS, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Parties hereto do hereby agree as follows:

PURCHASE AND SALE OF THE PROPERTY

1. Contract of Sale: Purchase Price. In consideration of the payment by Purchaser to Seller at Closing, in the manner set forth in Paragraph 2, the sum of TEN AND No/100 DOLLARS (\$10.00) (the "*Purchase Price*"), Seller hereby agrees to sell and convey to Purchaser the surface estate only of certain real property described as Lots 19 through 24, Block 176, and Lots 1-18, Block 177, Southern Addition to the City of Midland, Midland County, Texas, together with (a) all benefits, privileges, rights and appurtenances thereon or pertaining to such real property (if any), (b) all permits, approvals, licenses, water and sewer capacity commitments (if any), and (c) all other rights and interests in the Property owned or held by Seller, and Purchaser hereby agrees to purchase said Property from Seller at the Purchase Price and upon the terms set forth herein.
2. Form of Payment. The Purchase Price shall be payable in cash, cashier's check, wire transfer, or any other form acceptable to Seller at closing.

3. Earnest Money. [INTENTIONALLY OMITTED]
4. Condition Subsequent; Right of Re-entry. The following terms and conditions shall apply to Purchaser's obligations regarding the Project and shall survive the termination of this Contract.
 - a. In the event that Purchaser: (i) fails to diligently pursue necessary construction or rehabilitation activities on the Property in furtherance of the Project, or (ii) completely abandons the operation or maintenance of the Project for the primary benefit of the general public, then Seller's City Manager ("*City Manager*") may, in his or her sole and absolute discretion, on behalf of Seller, re-enter and assume ownership of the Property ("*Right of Re-entry*"); provided, however, that prior to exercising Seller's Right of Re-entry, the City Manager shall send written notice that Purchaser is in default of Purchaser's obligation to undertake, pursue, operate, or maintain the Project to Purchaser. Purchaser shall have sixty (60) days after receipt of such notice to cure such default to the reasonable satisfaction of Seller. Upon the failure of Purchaser to cure such default as set out above, the City Manager shall have the right to exercise said Right of Re-entry by sending Purchaser written notice that (i) Purchaser failed to cure such default, and (ii) Seller is exercising its Right of Re-entry.
 - b. If Seller exercises its Right of Re-entry under Section 4.a, then (i) Purchaser shall execute and deliver to Seller a deed and any other documentation reasonably required by Seller, evidencing that all right, title, and interest in the Property is fully vested in Seller (the "*Re-entry Documents*"), and (ii) the City Manager shall (A) file a copy of the Re-entry Documents in the deed records, and (B) provide a copy of the filed Re-entry Documents to Purchaser.

CONDITIONS PRECEDENT

5. Conditions Precedent. The following shall each be a condition precedent to Parties' obligations to purchase or sell the Property. If any one or more of such conditions precedent is not satisfied at or prior to Closing, the appropriate Party shall be entitled to waive any one or more of such conditions precedent by written notice to the other Party, or to terminate this Contract by written notice to the other Party:
 - a. No lawsuit, appeal or other action shall have been filed by any Party, directly or indirectly, involving the Property, including without limitation, any such lawsuit, appeal or other action for the purpose of challenging, contesting or seeking to prohibit, restrain, enjoin or delay any change in zoning or restrictive covenants required for Purchaser's use.
 - b. Purchaser shall be entitled to contact and make applications to any and all applicable local, municipal, county, state and federal agencies that Purchaser may deem appropriate in connection with the satisfaction of any conditions precedent set forth herein, and Seller agrees to cooperate with Purchaser in connection therewith at no cost to Seller.
6. Title Insurance and Permitted Exceptions. Purchaser may, at its expense, secure a Commitment for an Owner's Policy of Title insurance within forty-five (45) days following the Effective Date, and shall promptly provide a copy of same to Seller.
 - a. Prior to the tenth (10th) day following Purchaser's receipt of the Commitment or prior to the date of Closing, whichever of these dates occurs first, Purchaser shall

provide notice in writing to Seller of any condition of the title to the Property as shown on the Commitment of which Purchaser disapproves. Seller, at Seller's sole option and without any obligation to incur any cost, shall provide written notice of those title defects or exceptions specified by Purchaser (the "Objections"), if any, that Seller is willing and able to cure. If Seller is unable or unwilling to cure some or all the Objections, Seller shall advise Purchaser in writing.

- b. If Seller does not timely cure the Objections before Closing, Purchaser may: (i) terminate this Contract upon written notice to Seller, and the Parties hereto shall be released from all obligations hereunder; (ii) waive, in writing, those Objections to title which Seller is unable or unwilling to cure and proceed to Closing hereunder; or (iii) Purchaser and Seller may jointly agree in writing for Seller to cure the Objections post-closing or cause Closing to be extended to accommodate curative work. All title exceptions which are approved or deemed approved by Purchaser shall constitute Permitted Exceptions for purposes hereof.
7. Boundary Survey. Purchaser may, at its expense, cause a Land Title Survey of the Property to be performed within twenty (20) days following the Effective Date and shall promptly provide a copy of same to Seller.
- a. Prior to the tenth (10th) day following Purchaser's receipt of the Survey or prior to the date of Closing, whichever of these dates occurs first, Purchaser shall provide notice in writing to Seller of any condition appearing in the Survey of which Purchaser disapproves. Seller, at Seller's sole option and without any obligation to incur any cost, shall provide written notice of those objections to the Survey specified by Purchaser, if any, that Seller is willing and able to cure. If Seller is unable or unwilling to cure some or all the defects in the Survey identified by Purchaser, Seller shall advise Purchaser in writing prior to Closing.
 - b. If Seller does not cure the defect(s) to the Survey, Purchaser may: (i) with the agreement of the Seller, amend the boundary lines of the Property to eliminate any defects in the Survey; (ii) terminate this Contract upon written notice to Seller, and the parties hereto shall be released from all obligations hereunder; (iii) waive in writing those defects to the Survey which Seller is unable or unwilling to cure and proceed to close this Contract pursuant to the provisions hereof; or (iv) Purchaser and Seller may jointly agree in writing for Seller to cure the defect(s) to the Survey post-closing or cause Closing to be extended to accommodate such curative work.

REPRESENTATIONS

9. Purchaser's Representations
- a. Purchaser represents and agrees that Seller has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether expressed or implied, or written, past, present or future, of, as to, concerning or with respect to (i) the value, nature or quality or condition of the Property, including without limitation, the water, soil and geology, (ii) the income to be derived from the Property, (iii) the suitability of the Property for any and all activities and uses which Purchaser may conduct thereon, (iv) the compliance with ordinances or regulations of any applicable governmental authority or body,

(v) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property, (vi) the manner or quality of the construction or materials, if any, incorporated into the Property, (vii) the manner, quality, state of repair or lack of repair of the Property, or (viii) any other matter with respect to the Property, and specifically that Seller has not made, does not make and specifically disclaims any representations regarding compliance with any environmental protection, pollution or land use laws, rules, regulations, order or requirements, including solid waste, as defined by the U.S. Environmental Protection agency Regulations at 40 C.F.R., Part 261, or the disposal or existence, in or on the Property of any hazardous substance, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.

- b. Purchaser further represents and agrees that, having been given the opportunity to inspect the Property, Purchaser is relying solely on its own investigation of the Property and not on any information provided by Seller. Purchaser further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information. Seller will not be liable or bound in any manner by any verbal or written statements, representations or information pertaining to the Property, or the operation thereof, furnished by any real estate broker, agent, employee, officer, administrator or other personnel. Purchaser further represents and agrees that to the maximum extent permitted by law, the sale of the Property as provided for herein is made on an "AS-IS" condition and basis WITH ALL FAULTS and that the Property includes no buildings or other improvements thereto. The Property does not include any oil, gas or other minerals that may be in or under the Property. It is understood and agreed that the Purchase Price has been adjusted by prior negotiation to reflect that the Property is sold by Seller and purchased by Purchaser subject to the foregoing.

- 10. Liens: Repairs. Purchaser shall not cause or permit any mechanic's, materialman's or other lien to be filed against the Property as a result of the inspections performed prior to or on the Closing Date. Purchaser shall repair and restore any damage to the Property caused by entry upon the Property by Purchaser or Purchaser's Representatives, except to the extent Seller's negligence or willful acts contributed to such damage.

FURTHER REPRESENTATIONS AND WARRANTIES

- 11. Seller represents and warrants the following to Purchaser as of the date hereof and as of the Closing:
 - a. Seller represents that it has the full power to enter into this Contract and execute all documents required hereunder, and this Contract constitutes a valid and binding obligation, enforceable in accordance with its terms.
 - b. Seller has, and will convey to Purchaser at Closing, good title to the Property, free from all liens and encumbrances, subject only to those exceptions set forth on the form of Special Warranty Deed.
 - c. From the Effective Date and until Closing, Seller shall not take any action or omit to take any action that would have the effect of violating any of the representations,

warranties or covenants of Seller contained in this Contract.

- d. There is no pending or, to the knowledge of Seller, threatened condemnation or similar proceeding or special assessment (inclusive of assessments for street widening, repair or improvement) affecting the Property.
 - e. There is no pending or, to Seller's knowledge, threatened litigation or administrative proceeding affecting the Property or Seller's interest in the Property.
 - f. Neither the execution and delivery of this Contract by Seller nor Seller's performance of any obligation hereunder (i) will constitute a violation of any law, ruling, regulation or order to which Seller is subject, or (ii) shall constitute a default of any term or provision or shall cause an acceleration of the performance required under any other agreement or document to which Seller is a party or is otherwise bound.
 - g. There are not any outstanding contracts or options to purchase the Property or any portion thereof in favor of any third party.
12. Purchaser represents and warrants the following as of the date hereof and as of the Closing (as defined below):
- a. The making, execution, delivery and performance of this Contract by Purchaser has been duly authorized and approved by its governing body, and this Contract constitutes a valid and binding obligation, enforceable in accordance with its terms.
 - b. From the Effective Date and until Closing, Purchaser shall not take any action or omit to take any action that would have the effect of violating any of the representations, warranties or covenants of Purchaser contained in this Contract.
 - c. Neither the execution and delivery of this Contract by Purchaser nor Purchaser's performance of any obligation hereunder (i) shall constitute a violation of any law, ruling, regulation or order to which Purchaser is subject, or (ii) shall constitute a default of any term or provision or shall cause an acceleration of the performance required under any other agreement or document to which Purchaser is a party or is otherwise bound.
 - d. Purchaser represents and warrants that Purchaser has inspected and conducted such tests and studies of the Property as Purchaser determines necessary, and that Purchaser is familiar with the general condition of the Property, and agrees to purchase the Property "AS IS." Except as otherwise specifically and expressly provided for herein, Purchaser represents and warrants that Purchaser is acting, and will act only, upon information obtained by Purchaser directly from Purchaser's own inspection of the Property.
 - e. Except as set forth in this Contract, Purchaser acknowledges that Seller has made no representation or warranty, either express or implied, regarding the presence of any Hazardous Materials (as defined herein) in, on or under the Property. By entering into this Contract, Purchaser shall be deemed to have made its own independent investigation of the Property with regard to the presence or absence of Hazardous Materials, as Purchaser deems appropriate. Without limiting the

foregoing, Seller has no actual knowledge of the presence of hazardous material in, on or under the Property.

CLOSING

13. **Closing.** The closing of the sale of the Property from Seller to Purchaser (the "*Closing*") shall be within thirty (30) days following the receipt by Purchaser of a Commitment of Title Insurance or October 7, 2022, whichever occurs sooner, and as coordinated through the officer of the Title Company, and the Parties.
 - a. **Delivery by Seller.** At Closing, Seller shall deliver to Purchaser the following documents and instruments, all of which shall be dated on or effective as of the Closing Date:
 - i. A Special Warranty Deed, to be completed by Counsel for the Title Company, duly executed and acknowledged by Seller, conveying good title to the Property, in a form reasonably approved by Seller and Purchaser;
 - ii. Such other and further documents as may be reasonably requested by the Title Company, if any; and
 - iii. Possession of the Property.
 - b. **Delivery by Purchaser.** At Closing, Purchaser shall deliver to Seller the following documents, instruments, and items, all of which shall be dated on or effective as of the Closing Date:
 - i. The Purchase Price in the form described in Paragraph 2; and
 - ii. Such other and further documents as may be reasonably required by Seller or the Title Company.
14. **Recordation.** Upon the completion of the deliveries specified herein, the Title Company, if any, or, if none, Purchaser shall cause the appropriate closing documents to be promptly recorded in Midland County, Texas.
15. **Closing Costs.**
 - a. Purchaser shall pay: (i) all title examination fees, premiums, and other fees for the Title Commitment and/or the Survey; (ii) its own attorneys' fees; (iii) other charges required to be paid by Purchaser pursuant to this Contract; (iv) all escrow fees; and (v) all other closing costs except for Seller's own attorneys' fees.
 - b. Seller shall pay for all taxes due on the Property up to the date of Closing, the recording of the deed, and its own attorney's fees. Purchaser will be responsible for the payment of any "rollback" taxes assessed against the Property at any time.
16. **Insurance.** Liability insurance, if any, carried by Seller on the Property shall be terminated effective as of Closing. Purchaser shall be solely responsible for acquiring liability insurance on the Property after Closing.

DEFAULT

17. Default.

- a. Purchaser's Default. If Purchaser defaults under this Contract or fails to perform any obligation of Purchaser under this Contract, and such default and failure shall remain uncured for a period of five (5) days following written notice thereof from Seller to Purchaser, provided that Seller has not defaulted in the performance of any of Seller's obligations hereunder, Seller may, as Seller's sole remedy, terminate this Contract by written notice to Purchaser at any time before such default by Purchaser is cured and Purchaser shall thereby be released from further obligations under this Contract.
- b. Seller's Default. If Seller defaults under this Contract, or if Seller fails to perform any obligation of Seller under this Contract, including without limitation, the obligation to convey good and marketable title to the Property to the Purchaser on the Closing Date subject only to the Permitted Exceptions and possibility of re-entry in accordance with the provisions of this Contract, Seller shall have the option (but not the obligation) of correcting any default within five (5) business days after receiving notice of the default from Purchaser. In the event Seller advises Purchaser in writing that Seller will not cure the default, or Seller fails to timely cure any default as required herein, Purchaser may, as Purchaser's sole remedies, either: (i) terminate this Contract by written notice to Seller; or (ii) exercise the option of taking the Property "AS IS."

NOTICES

18. Notices. Any notices or other communications required or permitted hereunder shall be sufficiently given if in writing and (i) hand delivered, including delivery by courier service; (ii) sent by facsimile; or (iii) sent by certified mail, return receipt requested, postage prepaid, addressed as shown below, or to such other address as the Party concerned may substitute by written notice to the other. If the notice is sent by facsimile it must be properly addressed, reflecting the facsimile phone number of the addressee(s), and must be transmitted by a facsimile which produces a dated message upon confirmed completion. All notices delivered by hand or by facsimile shall be deemed received on the date of delivery against receipt. All notices forwarded by mail shall be deemed received on a date three (3) days (excluding Sundays and legal holidays when the U.S. mail is not delivered) immediately following date of deposit in the U.S. mail. Provided, however, the return receipt indicating the date upon which all notices were received shall be *prima facie* evidence that such notices were received on the date on the return receipt.

If to Seller: City of Midland
 300 North Loraine Street
 Midland, Texas 79701
 Attention: City Manager

With a copy to: City Attorney
 City of Midland, Texas
 P.O. Box 1152
 Midland, Texas 79701

If to Purchaser: Arts Council of Midland
PO Box 3494
Midland, TX 79702
Attention: Danny Holeva

The addresses may be changed by giving notice of such change in the manner provided herein for giving notice. Unless and until such written notice is received, the last address and addressee given shall be deemed to continue in effect for all purposes. No notice to either Purchaser or Seller shall be deemed given or received unless the entity noted "With a copy to" is simultaneously delivered notice in the same manner as any notice given to either Seller or Purchaser, as the case may be.

MISCELLANEOUS

19. Entire Agreement. This Contract and the attached Exhibits, if any, constitute the entire agreement and understanding of Seller and Purchaser relating to the subject matter hereof and supersede all prior representations, agreements, and understanding, oral or written, relating to such subject matter.
20. Assignment. This Contract and any documents executed in connection therewith may not be assigned by either Party without the written consent of the other Party, which consent will not be unreasonably withheld. This Contract shall be binding upon the assigns of the Parties, if any.
21. Severability. Except as expressly provided to the contrary herein, each paragraph, section, part, term, or provision of this Contract shall be considered severable, and if for any reason any paragraph, section, part, term, or provision herein is determined to be invalid and contrary to or in conflict with any existing or future law or regulation by a court or governmental agency having valid jurisdiction, such determination shall not impair the operation of or have any other effect on other paragraphs, sections, parts, terms, or provisions of this Contract as may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties hereto, and said invalid sections, parts, terms, or provisions shall not be deemed to be a part of this Contract.
22. Law and Venue. THIS CONTRACT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any action brought to enforce or interpret this Contract shall be brought in the court of appropriate jurisdiction in Midland County, Texas.
23. Amendment and Waiver. This Contract may not be amended or modified in any way except by an instrument in writing executed by all parties hereto.
24. No Partnership or Joint Venture. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of (i) principal and agent, (ii) a partnership, or (iii) a joint venture between the parties hereto. The Parties' relationship is limited to that of seller and purchaser.
25. Counterparts. This Contract may be executed in multiple counterparts. A facsimile copy of this Contract bearing the signature of a Party hereto shall be sufficient to bind such Party to the terms of this Contract.

26. Time. Time is an essential element of this Contract and each and all of its provisions. Any extension of time granted for the performance of any duty under this Contract shall not be considered an extension of time for the performance of any other obligation under this Contract, nor be considered a waiver of time as an essential element of this Contract.
27. Captions. The captions in this Contract are inserted for convenience of reference only and in no way define, describe, or limit the scope or intent of this Contract or any of the provisions hereof.
28. Governing Document. This Contract shall govern in the event of any inconsistency between this Contract and any Exhibit attached hereto or any other document or instrument executed or delivered pursuant hereto or in connection herewith.
29. No Commissions. Each Party represents to the other that such representing Party has not incurred any liability to a broker or agent in connection with the transaction contemplated by this Agreement. Seller shall defend, indemnify and hold harmless Purchaser, and Purchaser shall defend, indemnify and hold harmless Seller, from and against all claims by third parties for brokerage, commission, finders or other fees relative to this Agreement or the sale of the Property, and all court costs, attorneys' fees and other costs or expenses arising therefrom, and alleged to be due by authorization of the indemnifying Party.

[SIGNATURE PAGE FOLLOWS]

EXECUTION

IN WITNESS WHEREOF, the parties have executed this instrument on the dates appearing below:

SELLER

CITY OF MIDLAND, TEXAS

Robert Patrick, City Manager

Date Signed:_____

PURCHASER

ARTS COUNCIL OF MIDLAND

Daniel Holeva, Executive Director

Date Signed:_____

ACKNOWLEDGMENT BY TITLE COMPANY

West Texas Abstract and Title Co. hereby agrees to perform its obligations under this Agreement and acknowledges receipt of a fully executed copy of this Purchase and Sale Agreement on the ____ day of _____, 2022.

WEST TEXAS ABSTRACT AND TITLE CO.

By:_____

Name: _____

Title: _____

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

CITY OF MIDLAND, TEXAS, a home rule municipal corporation ("Grantor"), for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) cash and other good and valuable consideration to it paid by the ARTS COUNCIL OF MIDLAND, whose mailing address is P.O. Box 3494, Midland, Texas 79702 ("Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed by both Grantor and Grantee, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto the Grantee that certain real property located in Midland County, Texas, said real property being more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference for all purposes as if set forth in full (the "Property").

This conveyance, however, is made and accepted subject to the matters described on Exhibit B, which is attached hereto and made a part hereof (hereinafter referred to as the "Permitted Exceptions").

Grantee covenants and agrees that Grantee is taking the Property "AS IS" with any and all latent and patent defects. Grantee further covenants and agrees that there is no warranty by Grantor the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement or other assertion with respect to the Property condition (including, without limitation, the water, soil and geology) but is relying solely on Grantee's examination of the Property with the express understanding and stipulation that there are no express or implied warranties of title set forth in this deed. Further, Grantee covenants and agrees that Grantor has not made, does not make, and specifically disclaims any representations, warranties, covenants or guarantees of any kind whatsoever regarding solid waste, as defined by the U.S. Environmental Protection Agency regulations, or the disposal or existence, in or on the Property, of any hazardous substance, as defined by the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, or applicable state laws.

Grantee covenants and agrees to operate and maintain the Property and the Scarborough Lineberry House (located thereon) as a museum and the home of the Arts Council of Midland with appropriate amenities for the benefit and use of the general public (the "Project").

In the event that Grantee (i) fails to diligently pursue necessary construction or rehabilitation activities on the Property in furtherance of the Project, or (ii) completely abandons the operation or

maintenance of the Project for the benefit of the general public, then Grantor's City Manager may, on behalf of Grantor, in his or her sole and absolute discretion, reenter and assume ownership of the Property. In the event that Grantor reenters and assumes ownership of the Property as set forth herein, Grantee covenants and agrees that Grantee shall have no right to reimbursement or payment, of any kind whatsoever, from Grantor for (i) any consideration paid by Grantee to Grantor, or (ii) any cost, expense, or fee, of any kind whatsoever, incurred by Grantee in connection with this conveyance or the Project, and Grantee waives and relinquishes any right of recovery to the same. In the event that Grantor reenters and assumes ownership of the Property pursuant to this provision, fee simple title shall thereby vest in full in Grantor.

Grantor hereby reserves and excepts from the conveyance contemplated hereby all rights, title, and interests in all oil, gas, and other minerals of any kind whatsoever owned by Grantor in, on, and under the Property whether Grantor's rights are presently vested, future, or contingent.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND TITLE to all and singular the Property, subject to the Permitted Exceptions, unto said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has made, executed and delivered this Special Warranty Deed as of the ____ day of _____, 2022.

[SIGNATURE PAGE FOLLOWS]

GRANTOR:

CITY OF MIDLAND, TEXAS

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of the City of Midland, Texas, known by me to the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same and for the purposes and consideration therein expressed and in the capacity therein expressed.

Given under my hand and seal of office, this ____ day of _____, 2022.

Notary Public in and for the State of Texas

EXHIBIT A

Legal Description of the Property

Lots 19 through 24, Block 176, and Lots 1 through 18, Block 177, Southern Addition, City and County of Midland, Texas.

EXHIBIT B

Permitted Exceptions



City Council Meeting

Item Number: 17
Meeting Date: August 23, 2022
To: City Council / City Manager
From: John Simmons, Manager, Right-of-Way
Subject: Motion authorizing the execution of a Right-of-Way License (22-329-027) with NuStar Permian Transportation & Storage, L.L.C., regarding City-owned property described as Section 24 Block 37, T-3-S, T&P RR Co. Survey, Midland County, Texas. (DISTRICT: NONE) (UTILITIES)

Purpose:

This motion will provide a 3,493 square foot surface area and 46.34 feet of right of way for NuStar Permian Transportation & Storage, L.L.C., to build a 3 phase 25kv overhead power line and power sub-station. This will provide electrical power to the valve station tie in for the Endeavor Energy production facility in the Southwest Quarter of Section 24 at Sprayberry Farms. The pipeline right of way for this project was approved by council on June 28, 2022 as license number 22-329-020.

This Right-of-Way License is proposed for a single five (5) year period with the option for a single five (5) year renewal. Terms are consistent with the City's standard license for facilities of this nature.

Recommended City Council Action:

Approve

Fiscal Impact:

Application fee (one time): \$1,000

Annual Lease Rate – 25 kv overhead power line (2.81 rods x \$35/rod): \$98.35 per year / \$400 minimum charge – first 5 years paid in advance: \$2,000.00

Annual Lease Rate - surface (3,493sq. ft. x \$0.12 per sq. ft.): \$419.16 per year – first five years paid in advance \$2,095.8

Surface Damages: included in new annual rate

Total Collected: \$5,095.80

Discussion:

This is the right of way for the overhead electric power and surface area needed to power the valves necessary to tie into Endeavor's ongoing production operations in the area.

Certificates of Insurance are on file

City Secretary to record all documents

A handwritten signature in black ink, appearing to read "Robert Palmer". The signature is fluid and cursive, with the first name "Robert" and last name "Palmer" clearly distinguishable.

City Manager's Office

RIGHT OF WAY LICENSE

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

Date: August 24, 2022

Licensor: CITY OF MIDLAND, TEXAS, a home-rule municipal corporation

Licensor's Representative: Robert Patrick, City Manager

Licensor's Mailing Address: P.O. Box 1152
Midland, Texas 79702

Licensee: NuStar Permian Transportation and Storage, LLC

Licensee's Representative: **R. Heath Reininger**

Licensee's Mailing Address: Real Estate Department
19003 IH 20 West
San Antonio, Texas 78257

Property: See **Exhibit A** attached hereto and incorporated herein for all purposes.

License Number: 22-329-027

Licensee desires use of property owned by Licensor in Midland County, Texas (the "Property"), for purposes set forth below. Licensee acknowledges and agrees that it must obtain a license (the "License") in order to use the public lands of Licensor.

W I T N E S S E T H:

For and in consideration of the execution of this License and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

I. Term

A. Initial Term. This License shall be for a term of five (5) years (the "Initial Term") unless terminated earlier as provided hereafter. The Initial Term shall commence on the date of this License (the "Commencement Date").

B. Renewal Term. This License shall automatically renew at the end of the Initial Term for one (1) additional term of five (5) years, upon the written request of Licensee received by Licensor on or before one hundred twenty (120) days prior to the expiration of the Initial Term then in effect, subject to the express written consent of the governing body of Licensor.

C. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to cancel the License during the term of the License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of the License. All work and services under the License shall be suspended upon termination of the License becoming effective.

Upon termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred and eighty (180) days after termination of this License.

II. Financial Consideration

A. License Fee. The license fee in the amount of FOUR THOUSAND NINETY-FIVE and 80/100 Dollars (\$4,095.80) shall be due and payable on or prior to the Commencement Date of this License ("License Fee"). Licensee's failure to make the License Fee payment within thirty (30) days after the License Fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%).

In the event Licensor terminates this License pursuant to the provisions of Section I.C., Licensor agrees to refund to Licensee a pro rata share of the License Fee actually paid by Licensee to Licensor for that portion of the remaining term that is being terminated. For the avoidance of doubt, the amount of any refund payable to Licensee pursuant to this Section shall be determined net of any costs or expenses incurred by Licensor in connection with Licensee's unfulfilled obligations under this License (if any).

B. Surface Damage Fee. Purposefully omitted.

C. Application Fee. At the same time the first year License Fee is due, Licensee shall pay a non-refundable one-time fee of ONE THOUSAND and No/100 Dollars (\$1,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for the License.

D. Fee Adjustment. Prior to commencement of any renewal term, Licensor and Licensee shall

negotiate in good faith to agree to an adjustment of the License Fee. If Licensors and Licensee are unable to reach an agreement regarding an adjustment to the License Fee, then the License Fee shall be determined by Licensor in its sole discretion, provided the new License Fee shall not exceed twenty-five percent (25%) of the License Fee paid for the Initial Term.

E. Delivery of Payment. The License Fee payment shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. The License Fee payment shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon the Property, as shown on Exhibit A attached hereto and incorporated herein for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing, thereon, along the herein described location, a three thousand four hundred ninety-three (3,493) square foot surface area and a 3 phase 25kv overhead power line and power substation, not to exceed forty-six and thirty-four hundredths (46.34) feet and to have the right of ingress and egress at convenient points for such purpose. **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the surface site, overhead power line and power substation described herein. The parties agree Licensee's failure to provide Licensor with a complete as-built survey within sixty (60) days of completion of the surface site, overhead power line and power substation described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

B. Road Repair. Licensee covenants and agrees that it will repair any of Licensor's roads that Licensee damages on Licensor's property so that such roads will comply with Licensor's Standard Specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines and water meters owned by Licensor that Licensee, its employees, its agents or assigns, damage so that such water lines, sewer lines and water meters shall comply with the requirements of Licensor's Standard Specifications.

D. Depth. Intentionally omitted.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, the specifications shall be approved by Licensor's Representative.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or

cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S SURFACE SITE, OVERHEAD POWER LINE OR POWER SUBSTATION ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS.** If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances to the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically revert to Licensor, its successors or assigns, free and clear of any right, title, or interest in Licensee, or any re-entry by Licensor.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, maintain, replace or remove any of the surface site, overhead power line or power substation built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her approval. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor workday. If not on a workday, Licensee shall notify Licensor's Representative on the first work day after repairs have begun.

J. Gates and Fences. Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed." Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express consent thereto in

writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensors and shall be constructed as reasonably required by Licensors. Upon the termination of this License, at Licensors' election, gates in fences shall be left in place and shall thereafter be owned by Licensors or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

K. Trash. Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensors shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall be promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensors shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

N. Additional Reservations. Licensors reserves the right to use the surface, subsurface or airspace above the land covered by this License for any purpose allowed by law and deemed necessary by Licensors and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensors in, on, across, along, over, under, and through said right of way occupied by Licensee. In the event of such work in connection with said purposes it shall be deemed necessary by Licensors, at Licensors' sole discretion, to alter, change, adapt, conform or relocate any property of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensors pursuant to directions from Licensors' City Council without any claim for reimbursement for the cost of the relocation or damages against Licensors. The relocation or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensors, payment for alteration or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments.

IV. Standard General Conditions

A. Insurance. Licensee shall at all times during the term of this License 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: \$100,000.00 per occurrence

Business Automobile Liability: \$1,000,000.00 combined single limit--
Personal Injury and Property Damage

Workers' Compensation: Statutory limits

Employers' Liability: \$1,000,000.00 per accident or occurrence

Umbrella Liability: \$10,000,000.00 each occurrence
\$10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee 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 \$1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The parties agree that, prior to the execution of the License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. This decision shall be in Licensor's sole discretion.

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

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required by Licensee, and name the City of Midland as an additional insured. Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND

LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSE 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 LICENSEE, LICENSEE'S OFFICERS, AGENTS OR EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'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 LICENSE INCLUDING SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S SURFACE SITE, OVERHEAD POWER LINE OR POWER SUBSTATION IN LICENSOR'S RIGHT OF WAY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY AND SAVE LICENSOR 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, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE SURFACE SITE, OVERHEAD POWER LINE OR POWER SUBSTATION DESCRIBED HEREIN.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSE 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 LICENSOR, LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'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 LICENSE INCLUDING SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S SURFACE SITE, OVERHEAD POWER LINE OR POWER SUBSTATION IN LICENSOR'S RIGHT OF WAY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR

ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, AND ALL COSTS AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY OF LICENSEE'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR ANY OF LICENSEE'S HANDLING, STORING, RELEASING, TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING, BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

C. Assignment. The rights granted by this License inure to the benefit of Licensee. The rights and privileges shall not be assignable by Licensee without the express written consent of Licensor's City Manager. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager.

D. Independent Contractor. It is expressly understood and agreed that Licensee shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee 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 Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License 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. Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way.

E. Waiver of Attorney Fees. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE LICENSE, THE CONSTRUCTION, OR INTERPRETATION, VALIDITY OR BREACH OF THE LICENSE. LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, 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, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

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

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

F. Governing Law & Venue. All performance and payment made pursuant to this License 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 License or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

G. Release. NOTWITHSTANDING ANY OTHER PROVISIONS, LICENSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LICENSOR, LICENSOR'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH LICENSEE 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 LICENSOR'S NEGLIGENCE.

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

I. Third Party Beneficiary. Licensor's approval of this License does not create a third party beneficiary. There is no third party beneficiary to this License. No person or entity who is not a party to this License shall have any third party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) 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 Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee 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 Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor 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, Licensee's failure to comply with the requirements herein shall perpetually bar Licensee's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Licensor has actual or constructive notice or knowledge of said claim or alleged damages. Licensee agrees that the requirements of this entire License are reasonable.

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

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties agree that this License does not constitute a License or Contract for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or

suit. Licensor expressly does not consent to be sued or be liable. To the greatest extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third party lacking privity to the License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, and maintain Licensor's facilities or structures described herein, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose, but does not require the use of the Property for a specific purpose. This License does not require Licensee to construct, operate, repair, maintain, replace or remove any of Licensee's facilities or structures described herein. Licensee is not providing a service to Licensor but is providing a service to Licensee's customers. Licensee is paying Licensor for a temporary interest in real property not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

[Signature Pages Follow]

**LICENSOR:
CITY OF MIDLAND, TEXAS**

By: _____
Robert Patrick, City Manager

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT AND
COMPLETENESS:

Carl Craig, Director of Utilities

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

**LICENSEE:
NUSTAR PERMIAN TRANSPORTATION
AND STORAGE, LLC**

By: _____


Printed Name: R. Heath Reisinger
Title: Executive Director Of Real Estate

THE STATE OF

Texas

§

COUNTY OF

Bexar

§

BEFORE ME, the undersigned authority, on this 9th day of August, 2022 personally appeared R. Heath Reininger an officer of NuStar Permian Transportation and Storage, LLC known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 9th day of August, 2022.

Justina Cortes
Notary Public, State of Texas

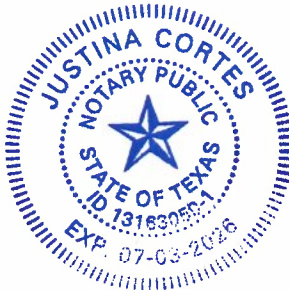


EXHIBIT "A"

GP308TXMID001.0
THE CITY OF MIDLAND
INSTRUMENT #18831
VOL. 1508, PG. 593
D.R.M.C.T.

SECTION 24, BLOCK 37
TOWNSHIP 3 SOUTH
T. & P. RR. CO. SURVEY
ABSTRACT NO. 954
MIDLAND COUNTY, TEXAS

PROPOSED ELECTRIC EASEMENT BEARING & DISTANCE TABLE		
LINE #	BEARING	DISTANCE
L1	N 14°33'25" W	116.40'
L2	N 75°23'09" E	30.00'
L3	S 14°33'25" E	116.43'
L4	S 75°26'35" W	30.00'

PROPOSED ELECTRIC EASEMENT
AREA = 3,493 SQ. FEET
(0.080 ACRES)

PROPOSED ELECTRIC LINE
TOTAL LENGTH = 46.34 FEET
(2.81 RODS)

POB

FOUND
IRON ROD
BEARS
N 76°08'31" E
35.23' (TIE)

FOUND 1"
IRON PIPE

- LEGEND**
- SECTION LINE
 - OVERHEAD ELECTRIC
 - PROPOSED ELECTRIC EASEMENT
 - PROPOSED ELECTRIC LINE
 - EXISTING PIPELINE
 - FENCE LINE
 - POWER POLE
 - FOUND MONUMENT
 - CALCULATED CORNER
 - BEARING CHANGE

METES AND BOUNDS DESCRIPTION

BEING A PROPOSED ELECTRIC EASEMENT SITUATED IN SECTION 24, BLOCK 37, TOWNSHIP 3 SOUTH, T. & P. RR. CO. SURVEY, ABSTRACT NO. 954, MIDLAND COUNTY, TEXAS. SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT (N: 10646745.45, E: 1842634.57) IN SAID SECTION 24, FROM WHICH THE CALCULATED SOUTHWEST CORNER OF SAID SECTION 24 BEARS S 72°54'48" W, A DISTANCE OF 4464.72 FEET (TIE), FROM WHICH A FOUND IRON ROD BEARS S 76°08'31" W, A DISTANCE OF 35.23 FEET (TIE);

THENCE N 14°33'25" W, A DISTANCE OF 116.40 FEET TO A POINT;

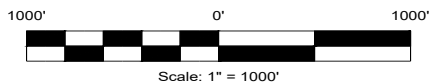
THENCE N 75°23'09" E, A DISTANCE OF 30.00 FEET TO A POINT;

THENCE S 14°33'25" E, A DISTANCE OF 116.43 FEET TO A POINT FROM WHICH A 1" IRON PIPE FOUND FOR THE SOUTHEAST CORNER OF SAID SECTION 24 BEARS S 88°15'23" E, A DISTANCE OF 936.32 FEET (TIE);

THENCE S 75°26'35" W, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

SAID ELECTRIC EASEMENT CONTAINING A TOTAL OF 3,493 SQUARE FEET OR 0.080 ACRES AND HAVING A TOTAL ELECTRIC LINE LENGTH OF 46.34 FEET OR 2.81 RODS IN SAID SECTION 24.

THE POINT OF BEGINNING IS LOCATED APPROXIMATELY
19 MILES SOUTHEAST OF MIDLAND, TEXAS



NOTES:

1. BEARINGS, DISTANCES, AREA AND COORDINATES SHOWN HEREON ARE CORRELATED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS CENTRAL ZONE (4203). ALL BEARINGS AND DISTANCES SHOWN ARE GRID.
2. LATITUDE & LONGITUDE ARE NAD 83 DECIMAL GEOGRAPHIC.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND THE REVIEW OF THE ABSTRACT OF TITLE. THERE MAY BE EASEMENTS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON. LOCATION OF ALL IMPROVEMENTS WAS BEYOND COMMISSIONED SCOPE OF THIS PROJECT AND HAS BEEN SPECIFICALLY OMITTED. VESTING DOCUMENTS NOT FURNISHED FOR THIS SURVEY.

#	DATE	BY:	DESCRIPTION	CHK

PROJECT NO. 13051



TBPELS FIRM# 10193740
2129 S Great Southwest Parkway Suite 313
Grand Prairie, TX 75051
(817) 529-1180 ~ Fax (817) 529-1181



JAMES C. YARGER TEXAS R.P.L.S. NO. 5854 DATE

END WITH 24-13 ELECTRIC THE CITY OF MIDLAND PROPOSED ELECTRIC EASEMENT

SITUATED IN
SECTION 24, BLOCK 37, TOWNSHIP 3 SOUTH
T. & P. RR. CO. SURVEY
ABSTRACT NO. 954
MIDLAND COUNTY, TEXAS

DRAWN BY: WAS
CHECKED BY: JCY
SCALE: 1"=1000'

DATE: 07/13/22
DATE: 07/13/22
PAGE 1 OF 1

DWG. NO.
13051_1.00 SEC 24

REV.
0

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY
PURPOSE AND SHALL NOT BE USED OR VIEWED OR
RELIED UPON AS A FINAL SURVEY DOCUMENT.

August 23, 2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 2929 Allen Parkway, Suite 2500 Houston, TX 77019		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
CN101857056-->XS-21-22		10M		
INSURED NuStar Permian Transportation and Storage, LLC 19003 IH 10 West San Antonio, TX 78257		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Zurich American Insurance Co		16535
		INSURER B: American Guarantee & Liability Ins Co		26247
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

HOU-003765286-10

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Marine Terminal Operators Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			GLO 6724286-11	11/01/2021	09/01/2022	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BAP 6724287-11	11/01/2021	09/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			AUC 6724325-11	11/01/2021	09/01/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 6724283-12	11/01/2021	09/01/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Right of Way License

City of Midland is included as additional insured where required by written contract and allowed by law. Waiver of Subrogation is applicable where required by written contract and allowed by law.

CERTIFICATE HOLDER

City of Midland 300 N. Lorraine Midland, TX 79701	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA Inc.</i> August 23, 2022
---	--

PACKET

17.17

NuStar Permian Transportation & Storage,

24300289

P.O. Box 781609
San Antonio, TX 78278-1609

11-24/1210

Date
07/15/2022PAY*****1,000 DOLLARS 00 CENTS
EXACTLY AND

\$**1,000.00**

PAY TO THE ORDER OF

NUSTAR A/P DISBURSEMENTS

CITY OF MIDLAND
PO BOX 1152
MIDLAND TX 79702-1152VOID AFTER SIX MONTHS
Authorized Signature

Wells Fargo Bank, N.A.

⑈ 24300289 ⑈ ⑆041203824⑆ 9647482398⑈

"PAYMENT SUBJECT TO VERIFICATION AND
RIGHT TO RECOVER IMPROPER CHARGES"THE ATTACHED CHECK IS IN FULLPAYMENT
OF ITEMS STATED. ENDORSEMENT MUST BE
IDENTICAL WITH THE PAYEE DESIGNATED.DETACH AT PERFORATION BEFORE DEPOSITING
AND RETAIN FOR YOUR FILES2028886

VENDOR NUMBER

NuStar Permian Transportation & Storage,

P.O. Box 781609 San Antonio TX 78278-1609

Invoice Date	Invoice Number	Voucher Document	Deductions	Gross amount
07/14/2022	CR20220714151332	1900004855	0.00	1,000.00
S-24, B-37, TS-3-S, A-954 END WTH ELEC				
Sum total			0.00	1,000.00

Payment Document 2000847834	Check Number 24300289	Check Date 07/15/2022	Currency USD	Payment Amount *****1,000.00*
--------------------------------	--------------------------	--------------------------	-----------------	----------------------------------

OR

PACKET

17.18

August 23, 2022

NuStar Permian Transportation & Storage,

24300512

P.O. Box 781609
San Antonio, TX 78278-1609

11-24/1210

Date
08/10/2022PAY*****4,095 DOLLARS 80 CENTS
EXACTLY AND

\$\$\$4,095.80**

PAY TO THE ORDER OF

NUSTAR A/P DISBURSEMENTS

CITY OF MIDLAND
PO BOX 1152
MIDLAND TX 79702-1152

Wells Fargo Bank, N.A.

VOID AFTER SIX MONTHS
Authorized Signature

⑈ 24300512⑈ ⑆041203824⑆ 9647482398⑈

"PAYMENT SUBJECT TO VERIFICATION AND
RIGHT TO RECOVER IMPROPER CHARGES"THE ATTACHED CHECK IS IN FULLPAYMENT
OF ITEMS STATED. ENDORSEMENT MUST BE
IDENTICAL WITH THE PAYEE DESIGNATED.DETACH AT PERFORATION BEFORE DEPOSITING
AND RETAIN FOR YOUR FILES**2028886**

VENDOR NUMBER

NuStar Permian Transportation & Storage,

P.O. Box 781609 San Antonio TX 78278-1609

Invoice Date	Invoice Number	Voucher Document	Deductions	Gross amount
08/09/2022	CR20220809154733	1900004871	0.00	4,095.80
S-24, B-37, TS-3S, A-954 END WTH ELEC				
Sum total			0.00	4,095.80

Payment Document 2000849773	Check Number 24300512	Check Date 08/10/2022	Currency USD	Payment Amount *****4,095.80*
--------------------------------	--------------------------	--------------------------	-----------------	----------------------------------

QR

PACKET

17.19

August 23, 2022



City Council Meeting

Item Number: 18
Meeting Date: August 23, 2022 (August 9, 2022)
To: City Council / City Manager
From: Landon Ochoa, Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 1, BUSH TENNIS CENTER ADDITION, AND LOT 4, BLOCK 1, CROSS POINTE ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A RECREATION CENTER, IN PART, AND MF-16, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART, TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF BRIARWOOD AVENUE, APPROXIMATELY 2,000 FEET WEST OF HOLIDAY HILL ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Newton Engineering, PC, is requesting a zone change from PD, Planned Development District for a Recreation Center in part and MF-16, Multiple-Family Dwelling District in part to LR, Local Retail District located at 5700 Briarwood for future development.

Recommended City Council Action:

Approve

Fiscal Impact:

This request does not require any City funds.

Current Zoning:

PD, Planned Development District for a Recreation Center in part and MF-16, Multiple-Family Dwelling District in part.

Surrounding Zoning and Land Use:

The properties to the north are zoned LR, Local Retail District. The property to the east is zoned MF-16, Multiple-Family Dwelling District. The property to the south is zoned PD, Planned Development District for a Housing Development. The Properties to the west are zoned ETJ, Extraterritorial Jurisdiction, and the location of vacant land.

Discussion:

The applicant, Newton Engineering, PC, is requesting a zone change from PD, Planned Development District for a Recreation Center in part and MF-16, Multiple-Family Dwelling District in part to LR, Local Retail District located at 5700 Briarwood for future development. The property meets the minimum lot size requirements for the LR, Local Retail District.

The applicant will be required to adhere to the site plan review standards outline within the City of Midland Zoning Ordinance Section 5.05; Non-residential Zoning District Dimensional Regulation Chart as well as Chapter 9, Landscape Regulations for future landscaping.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No objections to zone change. [For the Applicant's information only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Code: (Approved)

No Oil and Gas Issues. Informational: No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat inside the City Limits. There is no jurisdiction of those wells in the county. Please note if oil & gas wells are not identified or left off of plat, this could prevent receiving city permits for structures. Any plugged and abandoned well would need to be identified.

Transportation: (Approved)

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:

This request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 3 An Integrated Land Use Vision, "Future Land Use Map" as it designates this area for Urban Medium, which calls for a mix of housing types, neighborhood and community commercial, office, and service uses.

This request was recommended for approval at the July 18, 2022, Planning and Zoning Commission meeting.

Therefore, staff recommends approval of this zone change from PD, Planned Development District for a Recreation Center in part and MF-16, Multiple-Family Dwelling District in part to LR, Local Retail District, subject to condition A.

Conditions:

- A. That the use and development of this property shall conform to the regulations of the LR, Local Retail District.**

Letters of Objection:

Staff has not received any letters of objection as of August 3, 2022.

Attachments:

Application
Sit Plan (Exhibit A)
Maps

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 1, BUSH TENNIS CENTER ADDITION, AND LOT 4, BLOCK 1, CROSS POINTE ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A RECREATION CENTER, IN PART, AND MF-16, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART, TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF BRIARWOOD AVENUE, APPROXIMATELY 2,000 FEET WEST OF HOLIDAY HILL ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 1, Block 1, Bush Tennis Center Addition, and Lot 4, Block 1, Cross Pointe Addition, Section 2, City and County of Midland, Texas (the "Property") to LR, Local Retail District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from PD, Planned Development District for a Recreation Center, in part, and MF-16, Multiple-Family Dwelling District, in part, to LR, Local Retail District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are

used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2022; 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., 2022, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney



**Zone Change/Planned District
Amendment/Site Plan Approval**

Project Number: 2-22-0296

Case Number: _____

Applicant (if acting as Agent, see affidavit on page 2)

Printed Name: Newton Engineering, PC

Phone (432) 770-0499

Email john@newtoncivil.com

Address 4501A Santa Rosa Dr.

City Midland

State TX

Zip 79707

Property Owner Midland Tennis Center, Inc

Printed Name:

Phone ()

Email tim@bushtenniscenter.org

Address PO Box 4914

City Midland

State TX

Zip 79704

Representative (if different from Applicant or Property Owner)

Firm: Newton Engineering, PC

Printed Name: John M. Newton

Phone (432) 770-0499

Email john@newtoncivil.com

Address 4501A Santa Rosa Dr.

City Midland

State TX

Zip 79707

Street Address: 5700 Briarwood Dr.

Legal Description

Lot: 1&4 Block: 1 Subdivision: Bush Tennis Center & Cross Pointe Addition Section 2

Current Zoning:

PD and MF16

Proposed Zone: LR

(List by tracts if more than one district is requested)

Reason for Zone Change Request: To conform to development.

Present Use of Property: Tennis Facility

Proposed Use of Property: Tennis Facility and Performance Center

How would this zone change affect the public health, safety and welfare? _____

It will enhance by facilitating outdoor fitness activities.

Describe how conditions affecting the property have changed since present zoning designation: The zoning code has be rewritten.

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

18.7

August 23, 2022

RECEIVED
JUN 22 2022
CF

Signature (by property owner only – authorized agent must sign affidavit below)	
Applicant (signature): <u>[Signature]</u>	Date: <u>6-21-22</u>
Applicant (printed): John M. Newton	
Property Owner (signature): <u>[Signature]</u>	Date: <u>6-1-22</u>
Property Owner (printed): <u>Timothy M. Stallard</u>	
The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office <u>only</u> when it has been submitted in <u>full compliance</u> with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received. All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.	

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Timothy Stallard who, being by me duly sworn, upon oath says: That (s)he is the owner of Bush Tennis Center or authorized by Bush Tennis Center, 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.

[Signature]
Authorized Agent (signature)

Subscribed and sworn to before me, this 1 day of JUNE, 2022, to certify which witness my hand and seal of office.

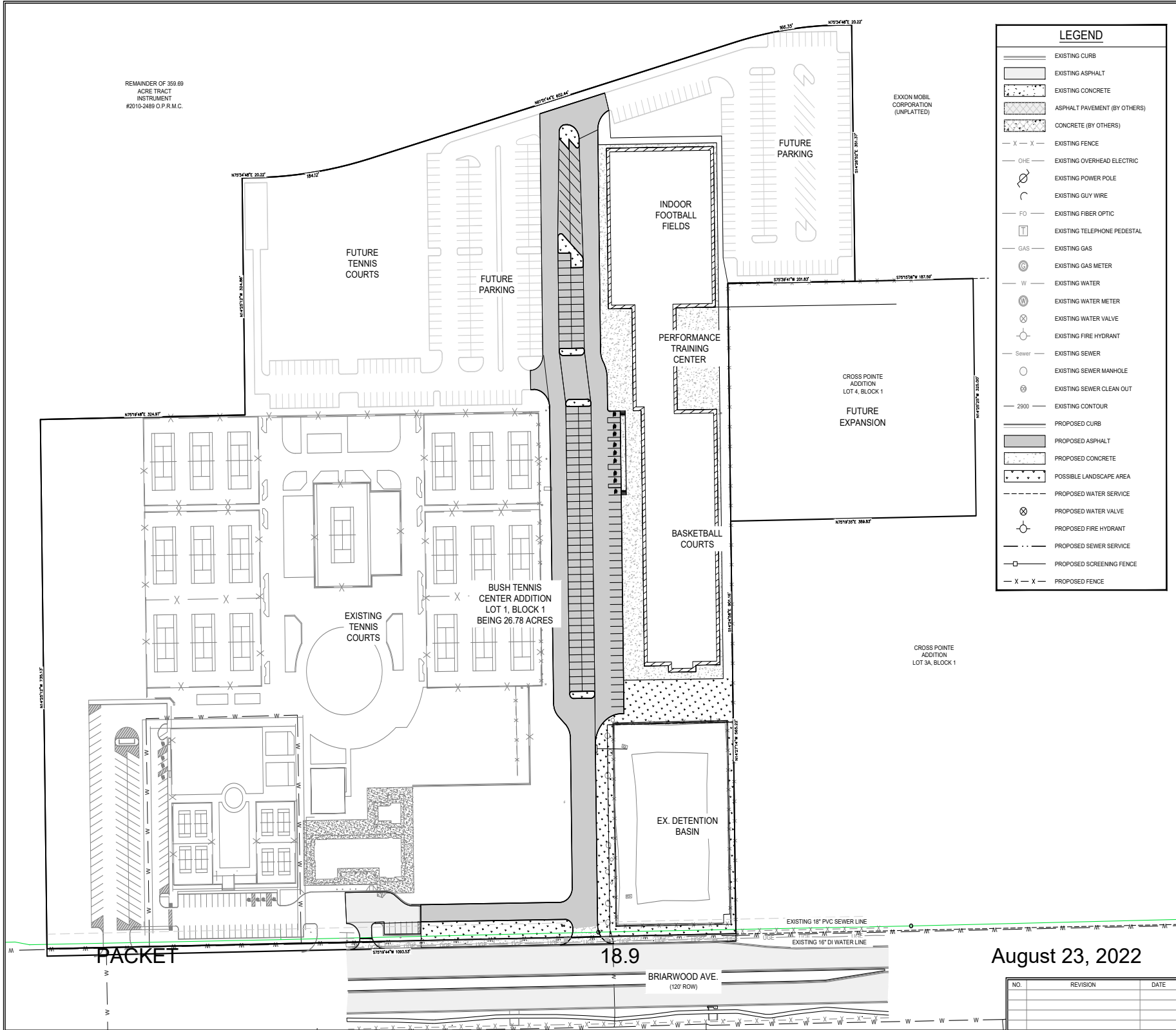


TYLER M. PENDLETON
My Notary ID # 126594666
Expires July 18, 2024

[Signature]
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

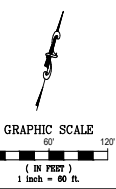
FOR OFFICE USE ONLY	
☒ Property Owner Authorization	☒ Dimensioned Site Plan
☒ Application Fee	☒ Plans in Digital Format (PDF/JPEG)
Check # <u>1276</u>	
Received By: <u>[Signature]</u>	Date: <u>6-22-22</u>

REMAINDER OF 359.69
ACRE TRACT
INSTRUMENT
#2010-2489 O.P.R.M.C.



LEGEND

- EXISTING CURB
- EXISTING ASPHALT
- EXISTING CONCRETE
- ASPHALT PAVEMENT (BY OTHERS)
- CONCRETE (BY OTHERS)
- X - X - EXISTING FENCE
- OHE - EXISTING OVERHEAD ELECTRIC
- EXISTING POWER POLE
- EXISTING GUY WIRE
- FO - EXISTING FIBER OPTIC
- T - EXISTING TELEPHONE PEDESTAL
- GAS - EXISTING GAS
- G - EXISTING GAS METER
- W - EXISTING WATER
- W - EXISTING WATER METER
- W - EXISTING WATER VALVE
- EXISTING FIRE HYDRANT
- Sewer - EXISTING SEWER
- O - EXISTING SEWER MANHOLE
- G - EXISTING SEWER CLEAN OUT
- 2900 - EXISTING CONTOUR
- PROPOSED CURB
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- POSSIBLE LANDSCAPE AREA
- PROPOSED WATER SERVICE
- PROPOSED WATER VALVE
- PROPOSED FIRE HYDRANT
- PROPOSED SEWER SERVICE
- PROPOSED SCREENING FENCE
- X - X - PROPOSED FENCE



NEWTON ENGINEERING, PC
(IN TEXAS)
2500 E. 8th St.
4801A Santa Rosa St.
P.O. Box 110588
Dallas, TX 75211-0588
Phone: (469) 955-0707
Fax: (469) 955-0707



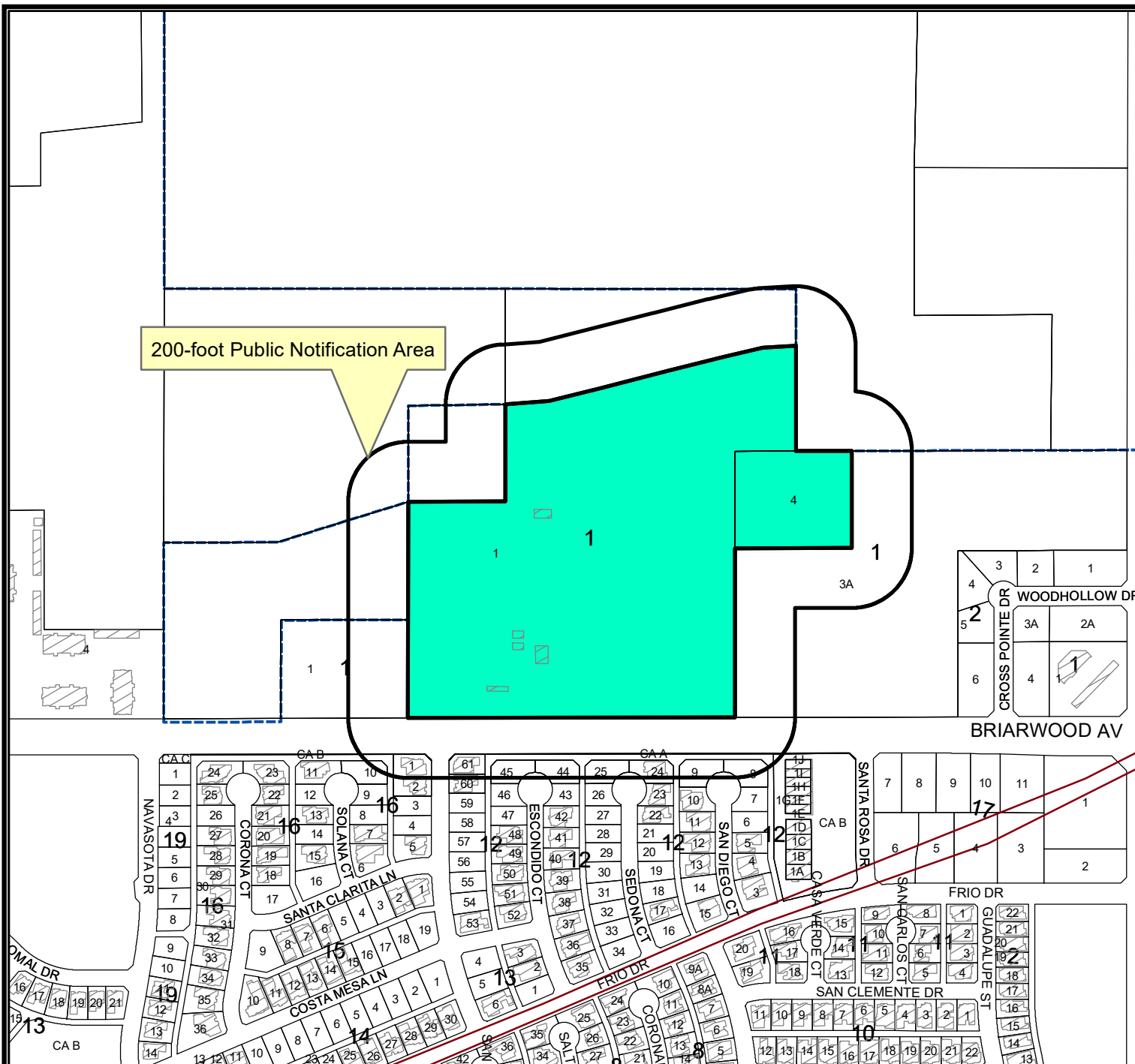
**BUSH TENNIS CENTER
MIDLAND, TX**

MASTER PLAN

August 23, 2022

NO.	REVISION	DATE

Project No. 22-ME02041 Sheet:
Date: APRIL 2022
Drawn By: JUN
Checked By: JUN
Scale: 1" = 60' 04



LOCATION MAP

Z-22-0296

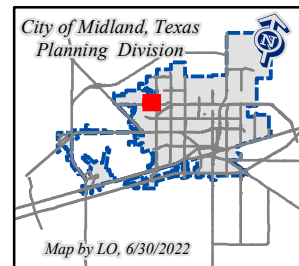
Scale: 1" = 5,781'

Consider a request by Newton Engineering, PC for a zone change from PD, Planned Development District for a Recreation Center in part and MF-16, Multiple-Family Dwelling District in part, to LR, Local Retail District, out of Lot 1, Block 1, Bush Tennis Center, and Lot 4, Block 1, Cross Pointe Addition, Section 2, City and County of Midland, Texas.

Generally located on the north side of Briarwood Street, approximately 200-foot west of Holiday Hill. (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

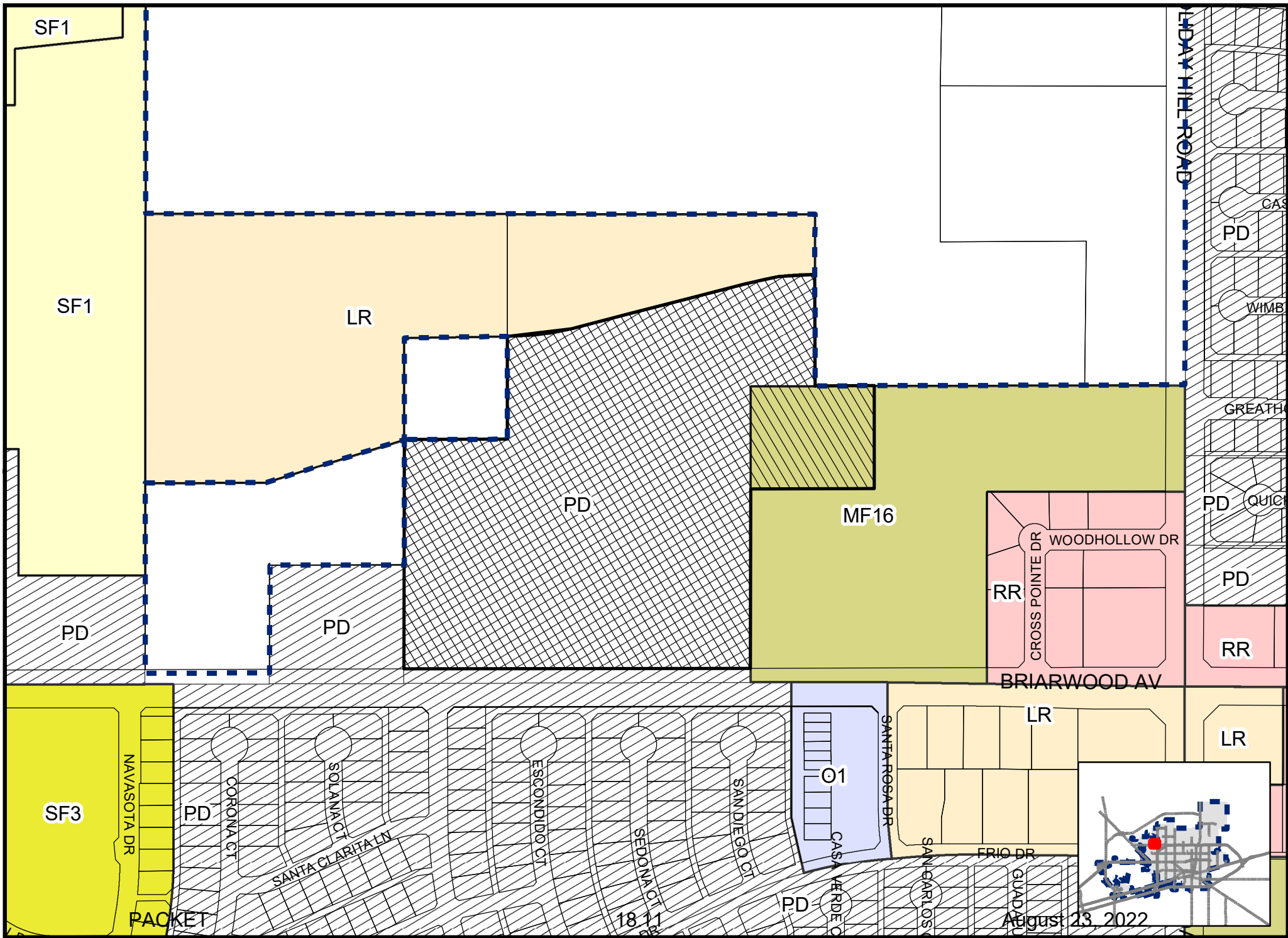


©THE CITY OF MIDLAND - 2021

August 23, 2022

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR IS IT DESIGNED TO BE USED AS A SURVEY 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.



August 23, 2022











ORDINANCE NO. 8848

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING A 27.04-ACRE TRACT OF LAND OUT OF SECTION 24, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, AND MORE SPECIFICALLY DESCRIBED IN SECTION ONE HEREOF, WHICH IS PRESENTLY ZONED FD, FUTURE DEVELOPMENT DISTRICT, TO BE USED AS A PD, PLANNED DISTRICT FOR A RECREATION CENTER (GENERALLY LOCATED ON THE NORTH SIDE OF BRIARWOOD AVENUE, APPROXIMATELY 1,300 FEET WEST OF HOLIDAY HILL ROAD); PROVIDING FOR SUCH USE TO BE SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS AS SET OUT HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of "Planned Districts" under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the creation of a Planned District for a Recreation Center, set out hereinafter and subject to the conditions and restrictions set out hereinafter;

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

SECTION ONE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned FD, Future Development District, and it shall be used as a Planned District for a Recreation Center, subject to the special conditions and restrictions hereinafter set out, said property being

described as follows:

A 27.04-acre tract of land out of Section 24, Block 40, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit "B", which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That said property shall be subject to the following special conditions and restrictions:

1. That this property shall be subject to the regulations of the 1F-1, One-Family Dwelling District, except as otherwise stated below.
2. That the development of the property shall conform to the site plan which is attached hereto and incorporated herein as Exhibit "A".
3. That this property may be developed with tennis courts and associated facilities.
4. That food vending and limited retail may be conducted only as incidental to the recreational use of this property and only within areas designated by the site plan.
5. That the structure labeled on the site plan as "Classroom/Fitness" shall be completed within one (1) year of the issuance of the building permit for its construction.
6. That the placement of the industrialized structures labeled on the site plan as "Locker Room Buildings" shall be removed within seventy-two (72) months of the issuance of a building permit for the construction of the building labeled on the site plan as "Classroom/Fitness".
7. That the development of the structure labeled on the site plan as "Future Dressing/Pro Shop/Offices" shall be subject to future site plan review in the same manner as a zone change.
8. That all business signs shall conform to the requirements of the City of Midland's Sign Code.
9. That this property shall be platted before a building permit is issued.
10. That full cut-off lighting fixtures shall be utilized.

SECTION THREE. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FOUR. The provisions of this ordinance are to be cumulative of all other

ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FIVE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SIX. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SEVEN. The Interim City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 26th day of October, A.D., 2010; and passed to second reading on motion of Council member Trost, seconded by Council member Morales, by the following vote:

Council members voting "AYE": Morales, Trost, Hailey, Perry,
James and Sparks

Council members voting "NAY": None

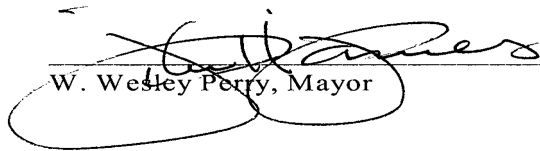
The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Morales, seconded by Council member Trost, on the 16th day of November, A.D., 2010, at a regular

meeting of the City Council:

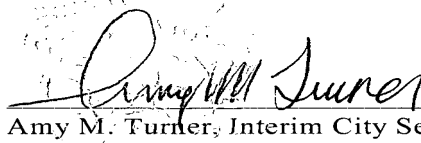
Council members voting "AYE": Morales, Trost, Hailey, Dufford,
James and Sparks

Council members voting "NAY": None

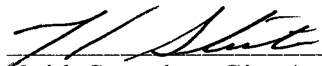
PASSED AND APPROVED THIS 16th day of November, A.D., 2010.


W. Wesley Perry, Mayor **Mayor pro tem for**

ATTEST:


Amy M. Turner, Interim City Secretary

APPROVED AS TO FORM:


Keith Stretcher, City Attorney

32



City Council Agenda

Ordinance-Zoning-2010
Plan. 8848

Approved for Agenda:
CSharp
City Manager's Office

MEETING DATE: October 26, 2010

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: Z-10-018, LCA / Midland Tennis Center

Purpose:

Hold a public hearing at 10:36 a.m. and consider a request for a zone change from FD, Future Development District to PD, Planned District for a Recreation Center on a 27.04-Acre tract of land out of Section 24, Block 40, T-1-S, T & P RR CO. Survey, City and County of Midland, Texas.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

N/A

Discussion:

The Midland Tennis Center Inc. owns the property on the north side of Briarwood Avenue, just west of Holiday Hill Road. They are planning to construct an athletic facility which will serve as a hub for local and regional tennis events. This property has recently been annexed into the city limits and requires a zone change.

This facility falls under the classification of a "community-sponsored recreation center" and requires a 1F-1, One Family Dwelling District or less restrictive district. It will be a phased project and will feature practice courts, covered and uncovered full-size courts, classrooms, offices, fitness, limited retail (athletic equipment and apparel), storage, and food vending. Because of the diversity of the proposed use of this property and the phased nature of this project, staff is recommending the creation of a Planned District.

Because this project will be completed in phases, special consideration must be given as to how the sequential development of this property will affect the overall growth of the Briarwood Avenue Corridor.

Two key elements in this consideration include the structures labeled in Exhibit A as "Future Dressing/Pro Shop/Offices" and those labeled as "Locker Room Buildings." Presently, the Future Dressing/Pro Shop/Offices have not been **designed** and are planned as part of Phase 2. As this structure will be highly visible from Briarwood Avenue, staff recommends that future site plan approval be obtained for the **general** architecture prior to construction. Additionally, the applicant plans for the Locker Room Buildings to initially be Industrialized Structures. As the Midland Tennis Center reaches **their** long term goals, they plan to replace these buildings with permanent structures. **Planned** Districts typically include permanent buildings, but the Midland Tennis Center is **not** prepared at this time to design and construct these buildings. Therefore, staff recommends that these structures be permitted for a limited amount of time not exceeding six years.

As also illustrated in the attached site plan, ingress and egress **will** occur along Briarwood Avenue. This facility will exceed the City's Landscape Requirements and parking will be sufficient. The building materials used will include masonry and **masonry** wall veneer and on-site trash receptacles will be screened with building materials **consistent** with those used throughout the facility.

The Planning and Zoning Commission approved this request **unanimously** on October 4th, 2010.

Attachments: Application, Maps, Exhibit A - Site Plan

**Planning and Zoning Commission Meeting
Minutes from October 4, 2010**

Z-10-018 - Continue consideration of a *zone change* on a request by **Landgraf, Crutcher and Associates / Midland Tennis Center** from FD, Future Development District, to PD, Planned District for a Recreation Center on a 27.04-acre tract of land out of Section 24, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas. (Generally located on the north side of Briarwood Avenue, approximately 1.300 feet west of Holiday Hill Road.)

Gary Vandergriff, principal of the Vandergriff Group Architects, presented the site plans on behalf of the Midland Tennis Center. Recognizing this location as a gateway into the City, he was careful to include design elements and landscaping to ensure an attractive, sustainable development. The group would seek a building permit upon completion of the site plan approval process. Brandon Melland, Planner, presented the staff report. City staff and the applicant worked extensively since this item first came before the Commission on September 7, 2010. A partnership with the Midland Independent School District tennis program has been developed. The staff recommends that the indicated temporary buildings be allowed for no longer than 72 months. The staff supports the amended site plans, subject to Conditions A-I in the Staff Recommendation.

A brief discussion occurred regarding the nature of exterior building materials and phasing of construction.

Vice-Chairman Ferguson called for a motion. Galen Gatten moved for approval, second by Kevin Wilton. The motion passed unanimously.

PLANNING AND ZONING COMMISSION

October 4, 2010

CASE: Z-10-018; LCA / Midland Tennis Center

REQUEST: Hold a public hearing and consider a request for a zone change from FD, Future Development District to PD, Planned District for a Recreation Center.

APPLICANT: LCA Engineering

OWNER: Midland Tennis Center, Inc

LEGAL DESCRIPTION: A 27.04-acre tract of land out of Section 24, Block 40, T-1-S, T & P RR Co. Survey, City and County of Midland, Texas.

LOCATION: Generally located on the north side of Briarwood Avenue, approximately 1,300 feet west of Holiday Hill Road.

CURRENT ZONING: FD, Future Development District

DETAILS OF REQUEST:

1. The Henry Foundation owns the property on the north side of Briarwood Avenue, just west of Holiday Hill Road. They are planning to construct an athletic facility which will serve as a hub for local and regional tennis events. This property has recently been annexed into the city limits and requires a zone change at this time.

SURROUNDING ZONING AND LAND USE:

2. The area to the east of Holiday Hill Road is developed primarily with residential uses. The land at the intersection of Holiday Hill Road and Briarwood Avenue is

zoned for retail but remains undeveloped. All land immediately surrounding this property is undeveloped and is zoned FD, Future Development District. There are two permitted, undrilled oil well sites located immediately adjacent to the northwest and northeast of this property. Staff has informed the owner and their representatives of the applicability of Ordinance #8769 (Oil & Gas Well Ordinance, 2009) with this development.

ANALYSIS:

3. This facility falls under the classification of a "community-sponsored recreation center" as listed in the Zoning Code which requires a **1F-1**, One Family Dwelling District or less restrictive district. It is planned to be completed in two phases and is planned to consist of 14 practice courts, 45 uncovered full-size courts, 8 covered full-size courts, and 1 central court surrounded by spectator seating. Enclosed structures for classrooms, offices, fitness, limited retail (athletic equipment and apparel), storage, and food vending are also planned. In this case, because of the diversity of the proposed use of this property and surrounding areas, staff recommends the creation of a Planned District.
4. The Site Plan labeled Exhibit A is a Master Plan for the long-term development of this facility which is to be completed as funds are made available through public and private partnerships. At present, funds are available to complete Phase 1 indicated on the Site Plan. Therefore, special consideration must be given by the Planning Staff as to how the sequential development of this property will affect the overall growth of the Briarwood Lane Corridor. Staff has worked extensively with the applicant and their development team to create provisions for a Planned District which is not only compatible with their business plans but that will also compliment the future growth of this corridor.
5. Two key components to the creation of this Planned District include the consideration of the structure labeled in Exhibit A as "Future Dressing/Pro Shop/Offices" and those labeled as "Locker Room Buildings." At present, the Future Dressing/Pro Shop/Offices have not been designed and are planned as part of Phase 2. As this structure will be highly visible from Briarwood Lane, staff recommends that future site plan approval be obtained for the general architecture of this structure once that information is available. Additionally, the applicant plans for the Locker Room Buildings to initially be Industrialized Structures. As the Midland Tennis Center reaches their long term goals, they plan to replace these buildings with permanent structures. As Planned Districts typically adopt permanent buildings solutions for reasons already discussed, staff recommends that these structures be permitted for a limited amount of time.

6. As illustrated in the attached site plan, ingress and egress will occur along Briarwood Avenue. This facility will exceed the City's Landscape Requirements with a variety of landscaping that includes turf grass, trees, xeriscaping, and native vegetation. The building materials indicated in Exhibit A include masonry and masonry wall veneer and comply with the Site Plan Review Standards of the Zoning Code. Sufficient parking will be provided with approximately 350 standard parking spaces, 11 bus parking spaces, and 13 handicapped parking spaces. The facility will be fenced with a chain-link that is standard in tennis facilities. All on-site trash receptacles will be screened with building materials consistent with those used within the facility.

STAFF RECOMMENDATION:

We recommend approval of this request for a zone change from FD, Future Development to PD, Planned District for a Recreation Center, subject to the following conditions:

- A. That this property shall be subject to the regulations of the 1F-1, One Family Dwelling District, except as otherwise stated below.
- B. This property may be developed with tennis courts and associated facilities.
- C. That food vending and limited retail may be conducted only as incidental to the recreational use of this property and only within the areas designated by the site plan.
- D. That the development of the property shall conform to the site plan attached as Exhibit A.
- E. That the structure labeled in Exhibit A as "Classroom/Fitness" shall be completed within a year of the issuance of a building permit for its construction.
- F. That the placement of the Industrialized Structures labeled in Exhibit A as "Locker Room Buildings" shall be removed within 72 months of the issuance of a building permit for the construction of the building labeled in Exhibit A as "Classroom/Fitness".
- G. That the development of the structure labeled in Exhibit A as "Future Dressing/Pro Shop/Offices" shall be subject to future site plan review.

H. All business signs shall conform to the requirements of the Sign Code.

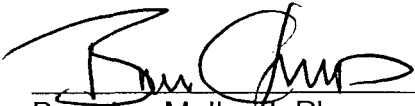
I. This property must be platted before a building permit is issued.



Cameron Walker, AICP
Planning Division Manager
Department of Development Services

Attachments:

Application
Maps
Site Plan



Brandon Melland, Planner
Department of Development Services

Case Number: Z-10-018

CITY OF MIDLAND
Planning Division

APPLICATION TO CHANGE ZONING CLASSIFICATION

LCA 432-332-5058
Applicant Name Contact #'s

521 N. Texas Odessa, Texas 79761
Address Zip Code

Midland Tennis Center INC
Property Owner Name Contact #'s

3525 Andrews Highway, Midland, Texas 79703
Address Zip Code

LCA 432-332-5058
Representative Name Contact #'s

521 N. Texas Odessa, Texas 79761
Address Zip Code

Street address and Legal Description of property (complete Lot, Block, and Subdivision Name description below, or, if not in a recorded plat, attach a Metes and Bounds Description. Describe by tracts if more than one zoning district is requested): Being 27.04 acre tract of land located in section 24, Block 40, T-1-S, T&P Railroad Company Survey Midland County, Texas

Reason for requesting a zone change: For use as a tennis facility

PRESENT ZONE: FD REQUESTED ZONE: PD - RC
(List by tracts if more than one zoning district is requested)

Present Use of Property: Pasture

Proposed Use of Property: Recreational

How will zone change affect the public health, safety and welfare? Will provide better use of property

Describe how conditions affecting the property have changed since it was designated its present zone: Residential Expansion, Annexation into the City

Will a Specific Use Permit with Term for alcoholic beverages sales be needed: Yes x No

APPLICATION FEES:

- Single, standard zone change: **\$400**. Multiple, standard zone change: add **\$100** per district.
- Single PD, Planned District zone change: **\$550**. Multiple PD proposal: add **\$100** per district.
80% of fee will be refunded if no P&Z public hearing is called; if no City Council public hearing is called, then 30% of fee will be refunded.
- If a Traffic Impact Analysis is required, a fee of up to \$500.00 will be assessed.

SITE PLAN SUBMITTALS (if applicable):

16 copies of the PD site plan: _____ x _____
Site plan on CD in .pdf and .jpg format: _____ x _____

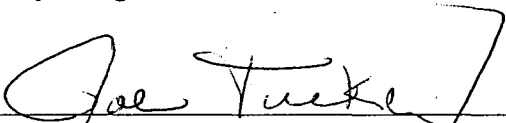
SIGNATURE (by property owner only - authorized agent must sign affidavit below)

Property Owner (signature): _____ Date: _____

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 §

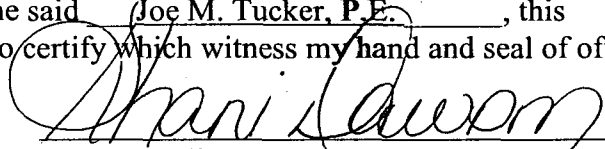
Before me, the undersigned authority, on this day personally appeared
Joe M. Tucker, P.E. who, being by me duly sworn, upon oath says: That (S)he is authorized
by Grassland Estates West Development Company, LLC, the owner of the above
described property, to fully represent him/her in this application and that (S)he has the legal right,
power and authority to sign said owner's name hereto as his/her attorney in fact.



Joe M. Tucker, P.E.

Subscribed and sworn to before me, by the said Joe M. Tucker, P.E., this
19 day of August, 2010, to certify which witness my hand and seal of office.

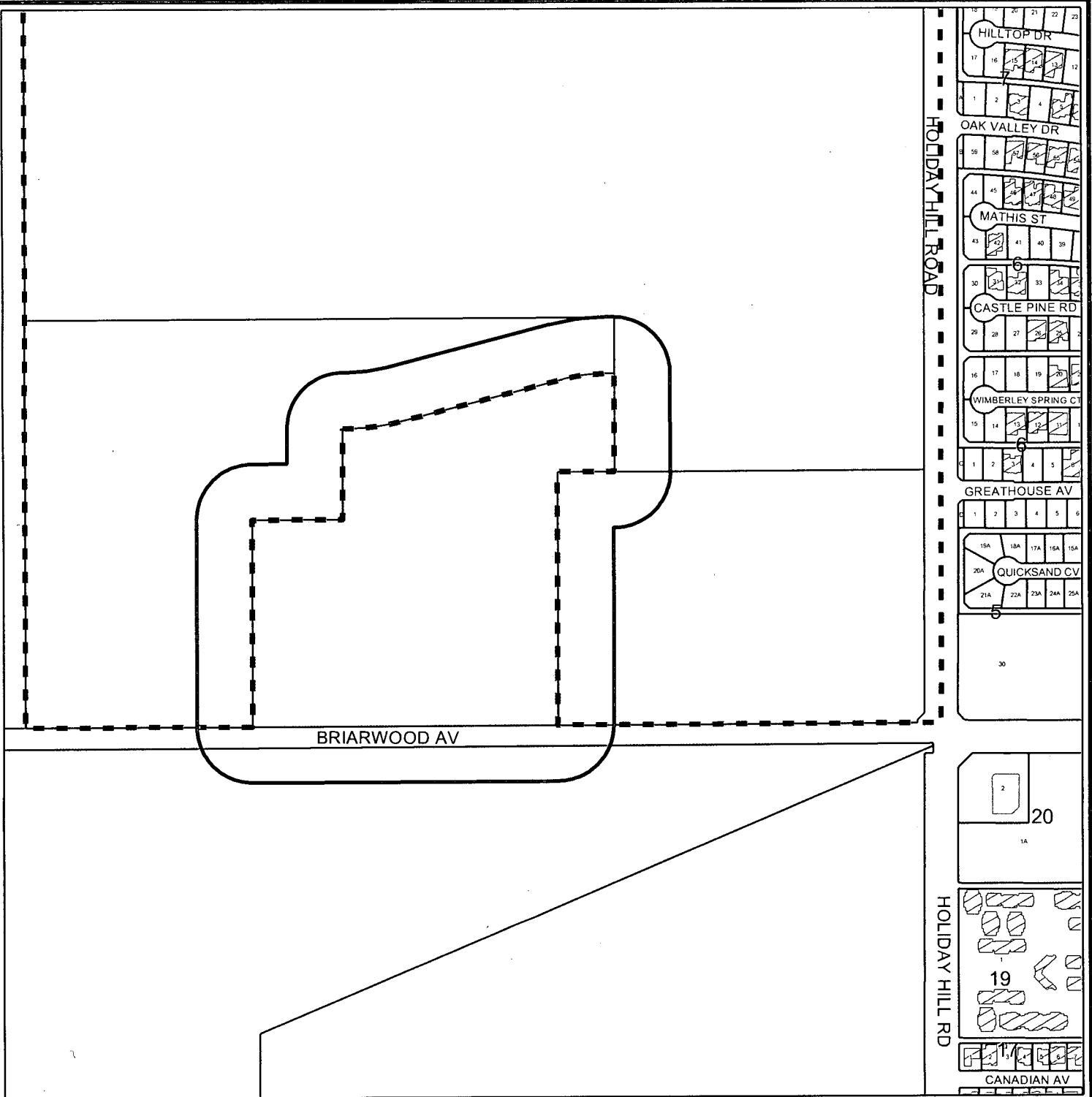
FOR OFFICE USE ONLY	
Rec'd By: <u>BGM</u>	Date: <u>08/21/10</u>
Assigned: <u>BGM</u>	
For: <u>P+Z</u>	On: <u>08/20/10</u>



Notary Public, Ector County, Texas



****Application will not be considered for scheduling until reviewed by a planner.****



PROPERTY OWNER NOTIFICATION MAP

Z - 10 - 018

Scale: 1" = 500'

Consider a request for a zone change from FD, Future Development District, to PD, Planned District for a Recreation Center on a 27.04-acre tract of land out of Section 24, Block 40, T-1-S, T & P RR Co. Survey, Midland County, Texas.

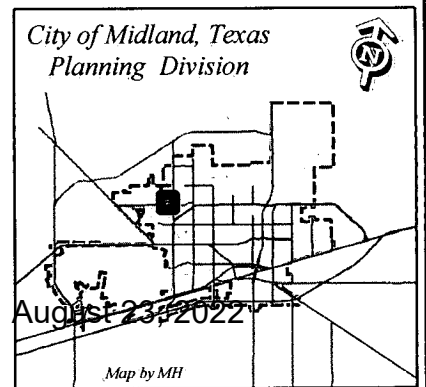
PACKET

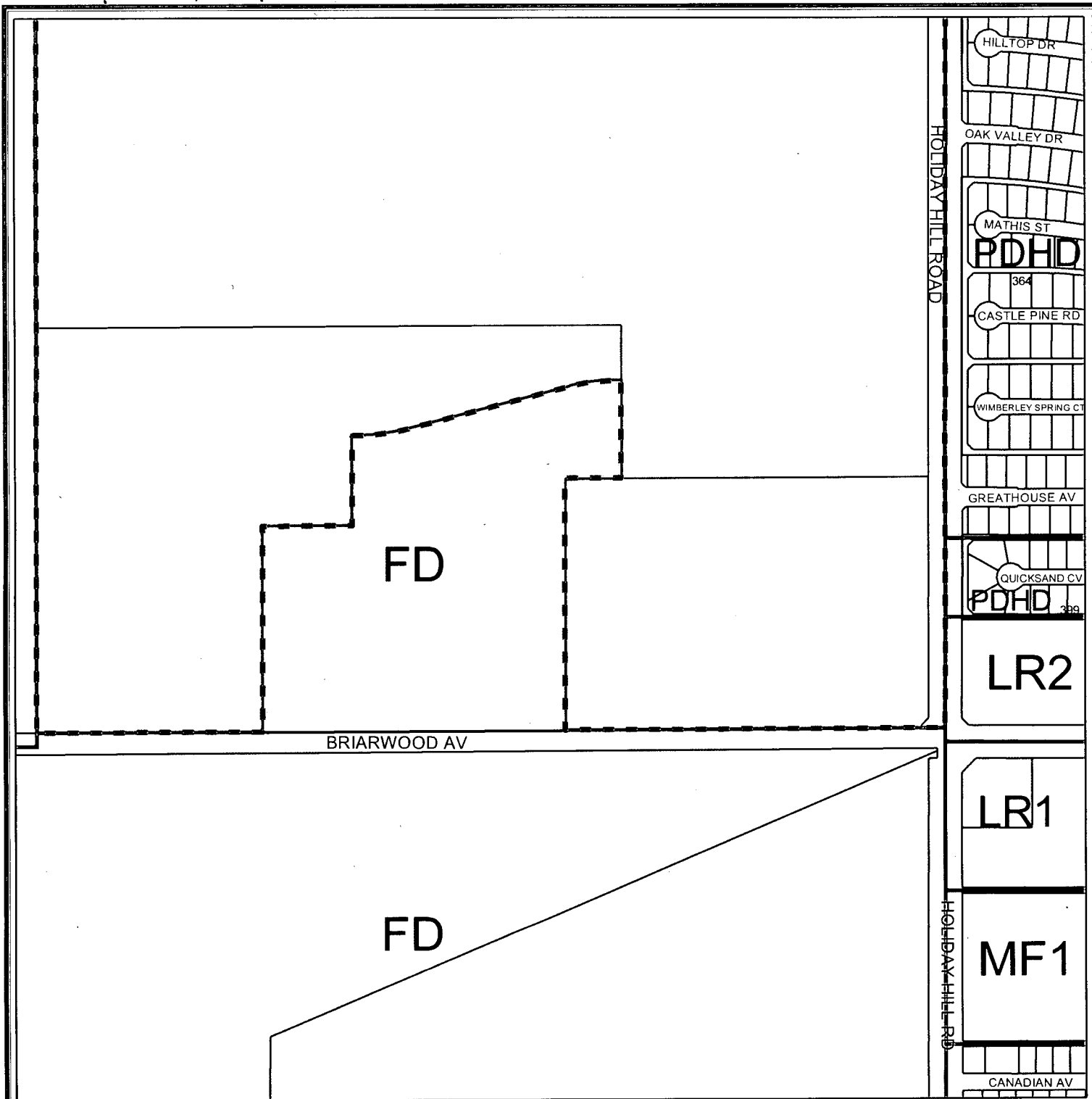
18.30

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- CITY PARCEL
- COUNTY PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS

City of Midland, Texas
Planning Division





ZONING MAP

Z - 10 - 018

Scale: 1" = 400'

Consider a request for a zone change from FD, Future Development District, to PD, Planned District for a Recreation Center on a 27.04-acre tract of land out of Section 24, Block 40, T-1-S, T & P RR Co. ~~PACKET~~ Midland County, Texas.

LEGEND

ZONING

CITY PARCELS

CITY LIMITS

COUNTY PARCELS

ZONING DISTRICTS:

FD FUTURE DEVELOPMENT
PD PLANNED DISTRICT
AE AGRICULTURE ESTATE
CE COUNTRY ESTATE
1F1, 1F2, 1F3 ONE-FAMILY DWELLING
MH 8.31 MOBILE HOME DWELLING
TH TOWNHOUSE DWELLING
2F TWO-FAMILY DWELLING
MF1, MF2 MULTIPLE FAMILY DWELLING

BP
P
01, 02
NS
LR1, LR2, LR3
CL, C2, C3
LI
HI

BUSINESS PARK
PARKING
OFFICE
NEIGHBORHOOD SERVICE
LOCAL RETAIL
COMMERCIAL
INDUSTRIAL PARK
LIGHT INDUSTRY
HEAVY INDUSTRY

August 23, 2022





City Council Meeting

Item Number: 19
Meeting Date: August 23, 2022 (August 9, 2022)
To: City Council / City Manager
From: Cole Furqueron, Senior Planner
Subject: AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 2.27-ACRE TRACT OF LAND OUT OF SECTION 22, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF DUMFRIES ROAD, APPROXIMATELY 3,590 FEET NORTH OF HIGHWAY 158); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (DEVELOPMENT SERVICES)

Purpose:

The applicants, George and Mary Barton, are requesting an annexation of a 2.27-acre tract of land out of a 10.00-acre tract of land located in the Northwest Quarter of Section 22, Block 40 T-1-S, T&P RR Co. Survey, Midland County, Texas., located on the east side of Dumfries Road, approximately 3,590-feet north of Hwy 158, for the purpose of gaining access to City of Midland utilities.

Recommended City Council Action:

Approve

Fiscal Impact:

This request does not require any City funds.

Discussion:

The applicants, George, and Mary Barton., are requesting to annex a 2.27-acre tract of land out of a 10.00-acre tract of land located in the Northwest Quarter of Section 22, Block 40 T-1-S, T&P RR Co. Survey, Midland County, Texas. The proposed annexation will allow the

provision of City services to the property. This is considered a voluntary annexation.

On June 10, 2022, the service agreement between the City and the property was executed. This is the next step in the annexation process.

This project has been circulated to all respective departments for internal review and received no objections.

Engineering: (Approved)

No objections.

Transportation: (Approved with Conditions)

City has an interest in extending Dumfries (N CR 1260) to the north, right-of-way dedication will be required with the platting process.

Fire: (Approved)

No objections.

Building Code: (Approved)

No objections.

Oil and Gas: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

Planning:

As this proposed development will conform to the Tall City Tomorrow Comprehensive Plan, staff recommends approval of this annexation.

Attachments:

Petition / Metes & Bounds (Exhibit A)
Service Agreement (Exhibit B)
Application
Maps

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 2.27-ACRE TRACT OF LAND OUT OF SECTION 22, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF DUMFRIES ROAD, APPROXIMATELY 3,590 FEET NORTH OF HIGHWAY 158); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, a public hearing before the City Council of the City of Midland, Texas, a home rule municipal corporation, was held in the City Council Chamber on August 9, 2022, during which all interested persons were provided an opportunity to be heard on the proposed annexation of the hereinafter described territory; and

WHEREAS, notice of the public hearing was published on the City of Midland, Texas' Internet website on July 22, 2022, and the notice remained posted until the date of the public hearing; and

WHEREAS, notice of the public hearing was published in a newspaper having general circulation in the City of Midland, Texas, and in the below described territory, on July 22, 2022; and

WHEREAS, all required notices of the proposed annexation and the public hearing were given in accordance with applicable laws; and

WHEREAS, the City of Midland has entered into a written agreement with the owner(s) of the hereinafter described territory for the provision of services in said area;

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

SECTION ONE. That the following described property adjoining the present boundary lines of the City of Midland, Texas, be and the same is hereby annexed to and incorporated within the boundary of the City of Midland, Texas:

Being a 2.27-acre tract of land out of Section 22, Block 40, T-1-S, T&P RR

Co. Survey, Midland County, Texas, and being more fully described by metes and bounds in the petition for annexation attached hereto as Exhibit "A" and incorporated herein by reference for all legal purposes.

SECTION TWO. That this ordinance shall be published in the official newspaper in the City of Midland, Texas, and the same shall not be effective until after the publication thereof.

SECTION THREE. That the City Secretary is hereby authorized and directed to file a certified copy of this ordinance with the County Clerk of Midland County, Texas, for the purpose of recording in the Deed Records of Midland County, Texas.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2022; 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., 2022, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT "A"

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) A (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, Mary Beth Bartman and Gayle Bartman ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Susan McHughes

Signature of Owner or Owner's Authorized Representative

Susan McHughes

Printed Name

Representative

Title

THE STATE OF Texas §

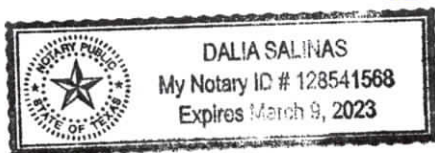
COUNTY OF Midland §

This instrument was acknowledged before me on the 21st day of March, 2022 by Susan McHughes in the capacity herein stated.

MY COMMISSION EXPIRES

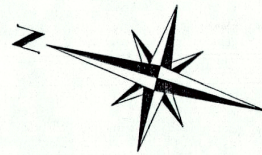
3.9.23

Dalia Salinas
Notary Public, State of Texas



This survey plot is being provided solely for the use of: George F. & Mary Beth Barton Abstract & Title Co., and that no license has been created, express or implied, to copy the survey plot except as is necessary in conjunction with the original transaction dated April 12, 2011, which shall take place within 90 days after the survey was provided.

NE COR
SEC. 22



BARTON
Vol. 1223, Pg. 509,
Official Records,
Midland Co., Texas

BARTON
Vol. 1223, Pg. 509,
Official Records,
Midland Co., Texas

GEORGE F. & MARY BETH BARTON
5506 NORTH COUNTY ROAD 1260
2.27 Acres.
99032.8 Sq.ft.

BEING a description of a 2.27 acre tract of land out of a 10.0 acre tract of land located in the northwest quarter of Section 22, Block 40, T-1-S, T&P R.R. Co. Survey, Midland County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point for the northeast corner of this tract, from which the northeast corner of said Section 22 bears N 15°16'00" W a distance of 689.34 feet and N 74°25'30" E a distance of 4952.29 feet;

THENCE S 15°22'36" E a distance of 212.76 feet to a point in the south line of said 10.0 acre tract for the southeast corner of this tract;

THENCE S 74°44'00" W along the south line of said 10.0 acre tract a distance of 465.46 feet to a pipe fence corner post found at the southwest corner of said 10.0 acre tract for the southwest corner of this tract;

THENCE N 15°22'36" W along the west line of said 10.0 acre tract a distance of 212.77 feet to a point for the northwest corner of this tract;

THENCE N 74°44'02" E along an existing fence line a distance of 465.46 feet to the POINT OF BEGINNING.

LOT 5, BLOCK 5,
PECAN ACRES, SEC. 5

NORTH COUNTY
ROAD 1260
(DUMFRIES)

WITH CAP
"2410" 299.43'
N15°22'36"W

989.27'

This tract is in Flood Zone "X" as shown on the Flood Insurance Rate Map, Dated September 16, 2005 provided by the Federal Emergency Management Agency Flood Map Number: 48329C0064 F

The undersigned does hereby certify that this survey was this day made on the ground of the property legally described hereon and is correct, and that there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights-of-way, except as shown hereon, and that said property has access to and from a dedicated roadway.

Dated this the 22nd day

Benjamin A. Russell

Registered Professional Land Surveyor No. 4170
Date: 04/12/11

(IF SURVEYORS SIGNATURE IS NOT SIGNED IN RED INK, THIS IS NOT AN ORIGINAL DOCUMENT)

PENNELL & MARLOWE LAND SURVEYORS, INC.

PROFESSIONAL LAND SURVEYING

P.O. BOX 51622, MIDLAND, TEXAS 79710
VOICE: (432) 570-6256 FAX: (432) 682-3262 MOBILE: (432) 528-1027

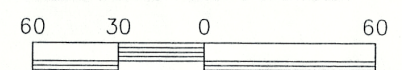
ABSTRACT OFFICE: <u>N/A</u>		G.F. #: <u>N/A</u>	COMMITMENT EFFECTIVE DATE: <u>N/A</u>	
CAD FILE: <u>BRP3167B</u>	DATA FILE: <u>NCR1260</u>		DRAWN BY: <u>MARCY N.</u>	BOOK/PAGE: <u>1/</u>



☒ Set 1/2" I.R.
 W/Cap "RPLS 4170"
☐ Fnd. 1/2" I.R.

Basis of Bearings:
SOUTH Line of this Lot

Bearings and Distances Shown
Inside () Indicate Record Information



SCALE: 1" = 60'



**Annexation/Initial Zoning
Application**

Project Number

Case Number:

A-22-0030.
2-22-0289

Applicant (if acting as Agent, see affidavit on page 2) Printed Name: <u>George and Mary Beth Barton</u>		Phone (432) 528-6909 Email: <u>artbartgran@yahoo.com</u>	
Address: <u>5500 N.C. Rd 1260</u>	City: <u>Midland</u>	State: <u>TX</u>	Zip: <u>79707</u>
Property Owner Printed Name: <u>George and Mary Beth Barton</u>		Phone () Email: <u>Same</u>	
Address:	City:	State:	Zip:
Representative (if different from Applicant or Property Owner) Firm: _____ Printed Name: <u>Susan McHughes</u>		Phone (432) 352-4196 Email: <u>susan.mchughes@yahoo.com</u>	
Address: <u>5500 N.C. Rd 1260</u>	City: <u>Midland</u>	State: <u>TX</u>	Zip: <u>79707</u>
Street Address: <u>5500 N.C. Rd 1260</u>			
Legal Description Lot: _____ Block: _____ Subdivision: _____			
Current Zoning:		Proposed Zone: <u>Agricultural Estate</u> (List by tracts if more than one district is requested)	
Reason for Annexation/Zone Change Request: <u>Future desire for water access</u>			
Present Use of Property: <u>Residential & Agricultural</u>			
Proposed Use of Property: <u>Residential & Agricultural</u>			
How would this annexation/zone change affect the public health, safety and welfare? <u>no impact</u>			
Describe how this annexation/zone change will affect adjacent properties: <u>no impact</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): <u>Mary Beth Barton</u>	Date: <u>3/20/22</u>
Applicant (printed): <u>Mary Beth Barton</u> <u>McBarton</u>	
Property Owner (signature): <u>Mary Beth Barton</u>	Date: <u>3/20/22</u>
Property Owner (printed): <u>Mary Beth Barton</u> <u>McBarton</u>	
The Annexation/Initial Zoning shall be considered officially received in the Planning office <u>only</u> when it has been submitted in <u>full compliance</u> with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.	
All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.	

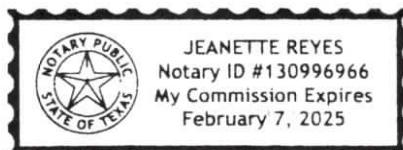
If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Susan McHughes who, being by me duly sworn, upon oath says: That (s)he is authorized by Mary Beth Barton, 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.

[Signature]
Authorized Agent (Signature)

Subscribed and sworn to before me, this 21st day of March, 2022, to certify which witness my hand and seal of office.



[Signature]
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
☒ Property Owner Authorization ☒ Application Fee Check # <u>CC</u>	☒ Metes and Bounds (Sealed by Surveyor) <u>missing</u> ☒ Files in Digital Format (PDF/JPEG) ☒ Petition
Received By: <u>KM</u>	Date: <u>MAR 21 2022</u>

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) A (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, Mary Beth Barton and Gayle Barton ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Susan McHughes

Signature of Owner or Owner's Authorized Representative

Susan McHughes

Printed Name

Representative

Title

THE STATE OF Texas §

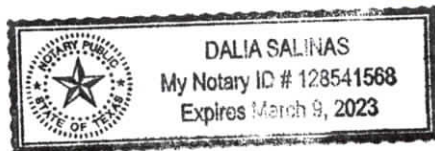
COUNTY OF Midland §

This instrument was acknowledged before me on the 21st day of March, 2022 by Susan McHughes in the capacity herein stated.

MY COMMISSION EXPIRES

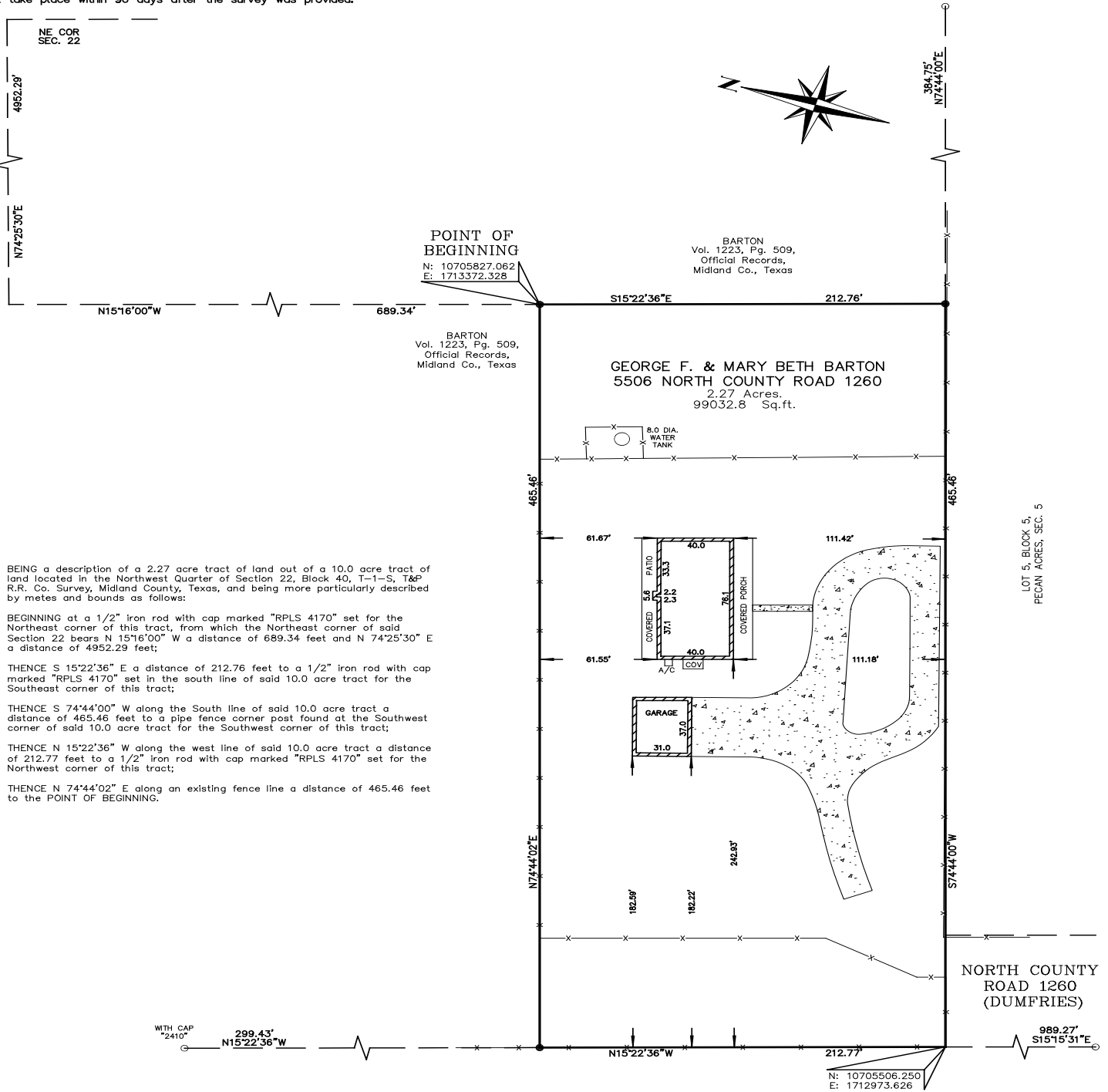
3.9.23

Dalia Salinas
Notary Public, State of Texas



* COPYRIGHT 2011.

This survey plat is being provided solely for the use of: George F. & Mary Beth Barton Abstract & Title Co., and that no license has been created, express or implied, to copy the survey plat except as is necessary in conjunction with the original transaction dated April 12, 2011, which shall take place within 90 days after the survey was provided.



Census Tract: 101.12

This tract is in Flood Zone "X" as shown on the Flood Insurance Rate Map, Dated September 16, 2005 provided by the Federal Emergency Management Agency Flood Map Number: 48329C0064 F

The undersigned does hereby certify that this survey was this day made on the ground of the property legally described hereon and is correct, and that there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights-of-way, except as shown hereon, and that said property has access to and from a dedicated roadway.

Dated this 12th day of April 2011.

Registered Professional Land Surveyor No. 4170

Date: 04/12/11 UPDATED TO ADD NORTHINGS AND EASTINGS 04/13/2022

OF SURVEYORS SIGNATURE IS NOT SIGNED IN RED INK, THIS IS NOT AN ORIGINAL DOCUMENT)

PENNELL & MARLOWE LAND SURVEYORS, INC.

PROFESSIONAL LAND SURVEYING

P.O. BOX 222, MIDLAND, TEXAS 79710

VOICE: (432) 570-6256 FAX: (432) 682-3262 MOBILE: (432) 528-1027

ABSTRACT OFFICE: N/A

G.F. #: N/A

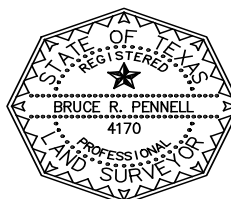
COMMITMENT EFFECTIVE DATE: N/A

CAD FILE: BRP3167B

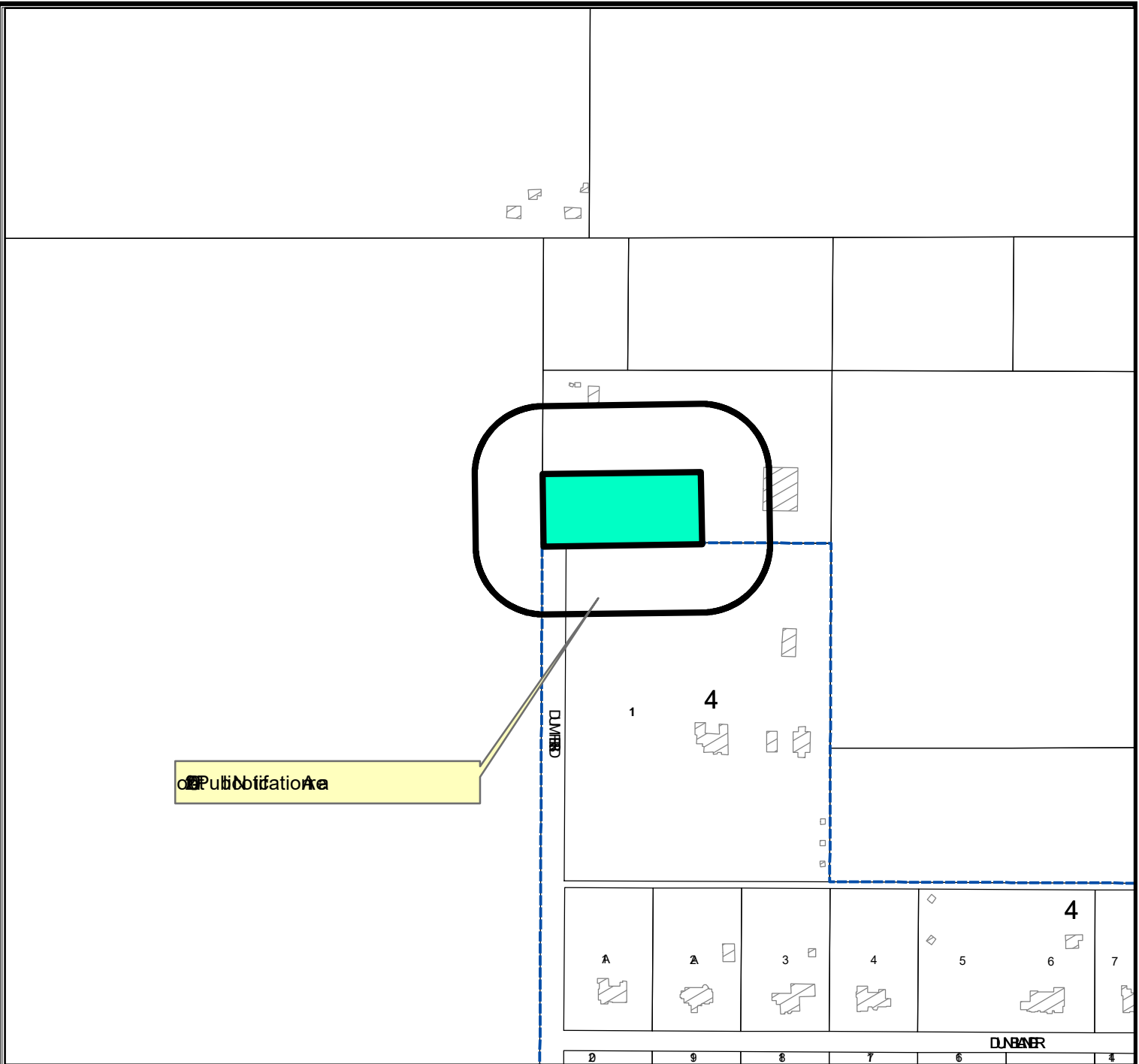
DATA FILE: NCR1260

DRAWN BY: MARCY N.

BOOK/PAGE: 1/



19.12



LOCATION MAP

A-22-0030 / Z-22-0289

Scale: 1" = 200'

As per the City of Midland, Texas
 Planning Division
 the location of the
 site is shown on the
 map below.

General location of the
 property is shown on the
 map below.

LEGEND

- CITY LIMITS
- PARCEL
- ▨ PRIVATE BLDGS



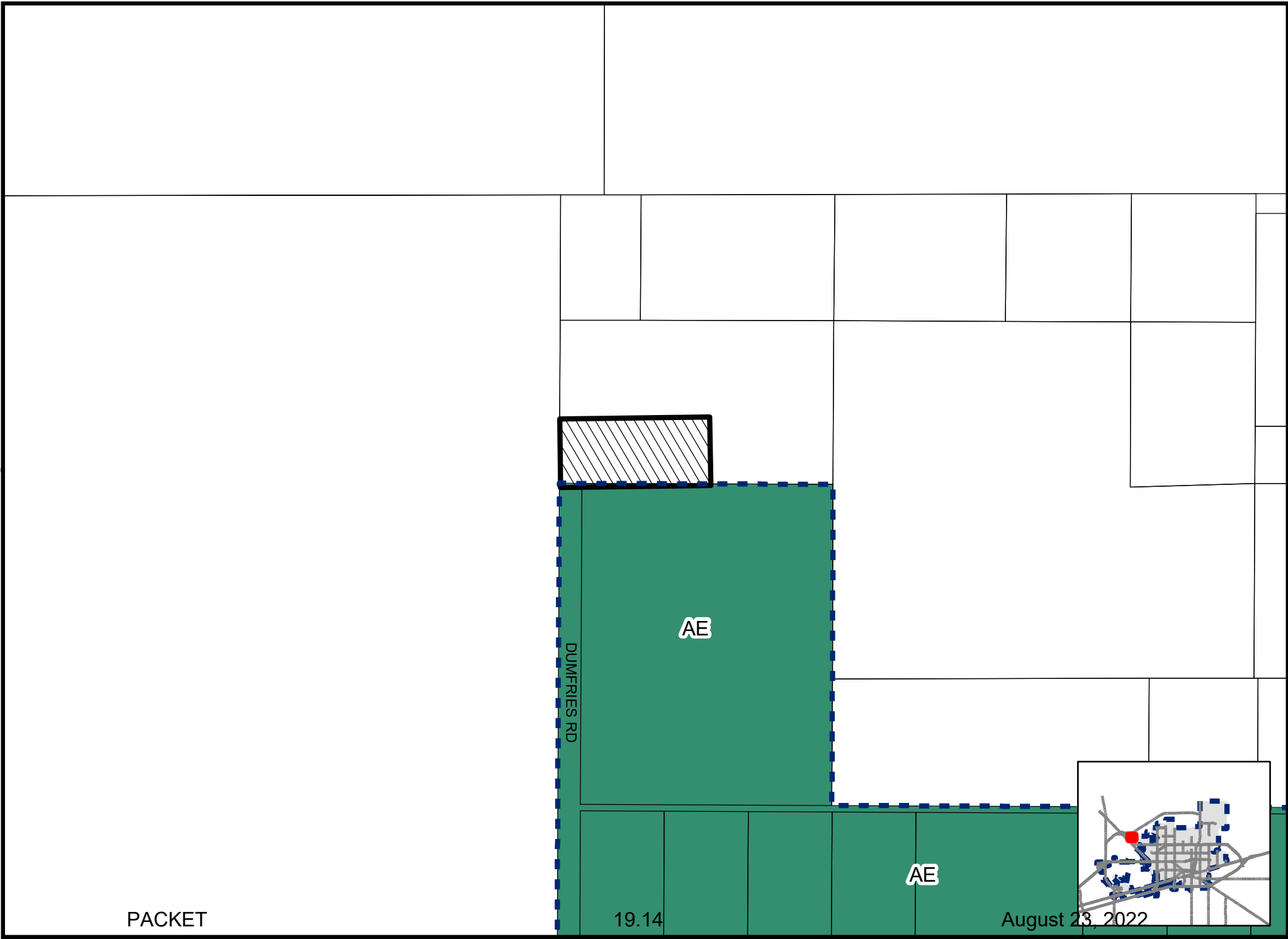
©THE CITY OF MIDLAND - 2021

August 23, 2022

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR IS IT DESIGNED TO BE USED AS A TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

19.13













PACKET

19.19

August 23, 2022

N CR-



City Council Meeting

Item Number: 20
Meeting Date: August 23, 2022 (August 9, 2022)
To: City Council / City Manager
From: Cole Furqueron,
Subject: AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 2.27-ACRE TRACT OF LAND OUT OF SECTION 22, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN AE, AGRICULTURAL ESTATE DISTRICT; SAID TRACT BEING GENERALLY LOCATED ON THE EAST SIDE OF DUMFRIES ROAD, APPROXIMATELY 3,590 FEET NORTH OF HIGHWAY 158; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT: NONE) (DEVELOPMENT SERVICES)

Purpose:

The applicants, George and Mary Barton, are requesting the initial zoning of 2.27-acre tract of land out of a 10.00-acre tract of land located in the Northwest Quarter of Section 22, Block 40 T-1-S, T&P RR Co. Survey, Midland County, Texas, located on the east side of Dumfries Road, approximately 3,590-feet north of Hwy 158, for the purpose of gaining access to City of Midland utilities. The property is currently being annexed to be AE, Agricultural Estates District.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Discussion:

The applicants, George and Mary Barton, are requesting for the initial zoning of annexed land

to AE, Agricultural Estates District in order to gain access to City utilities.

The site is currently in the process of being annexed into City Limits as well as in the process of being platted.

The proposed site plan attached hereto illustrates two (2) buildings consisting of A single-family house and a detached garage, as well as an 8-foot diameter water tank. The total square footage of both the buildings combined is about 4,187 square feet

This case has been circulated to and reviewed by all pertinent City departments for internal review and has received no objections. Their comments are as follows.

Engineering: (Approved)

No objection to zone change. [For the 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 the Applicant's information only.]

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.]

Fire: (Approved)

No objections.

Building Code: (Approved)

ETJ, no jurisdiction

Oil and Gas: (Approved)

Not in the City limits- no oil or gas jurisdiction. If being annexed the following information would apply. Informational No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat. Please note if oil & gas wells are not identified or left off of plat, this could prevent receiving city permits for structures.

Planning:

The Future Land Use Map in the Tall City Tomorrow Comprehensive Plan calls for Urban Residential-Large Lot utilization in this area, which emphasizes Single-family housing and

open spaces on large parcels of land.

This request was recommended for approval at the July 18, 2022 Planning and Zoning Commission meeting.

As this proposed initial zoning conforms to the Tall City Tomorrow Comprehensive Plan, staff recommends approval of this initial zoning of AE, Agricultural Estates District subject to condition A.

Conditions:

- A. That the use and development of this property shall conform to the regulations of the AE, Agricultural Estates District.**

Letters of Objection:

As of October July 15, 2021, staff has received no letters of objection to this request.

Attachments:

Petition for Annexation (Exhibit A)
Signed Service Agreement (Exhibit B)
Application
Maps



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 2.27-ACRE TRACT OF LAND OUT OF SECTION 22, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN AE, AGRICULTURAL ESTATE DISTRICT; SAID TRACT BEING GENERALLY LOCATED ON THE EAST SIDE OF DUMFRIES ROAD, APPROXIMATELY 3,590 FEET NORTH OF HIGHWAY 158; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, notice has been given to all parties in interest and citizens by publication in the official newspaper and otherwise of a public hearing to be held before the City Council on August 9, 2022 (the "Hearing Date"), to consider an amendment to the Zoning District Map of the City of Midland, Texas, so as to establish the initial zoning classification of the property described in Section One hereof as an AE, Agricultural Estate District, as set out in Title XI, Chapter 1 of the City Code of Midland, Texas; and

WHEREAS, such a public hearing was held in the Council Chambers on the Hearing Date, as advertised; and

WHEREAS, after a full hearing, at which all parties in interest and citizens were given an opportunity to be heard; and after considering among other things, the character of the property involved and the surrounding area and its peculiar suitability for particular uses; and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout such municipality, the Council finds it to be in the best interest of the health, safety, morals and general welfare of the City of Midland to amend the Zoning District Map accordingly;

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

SECTION ONE. That the initial zoning classification of the area indicated on Exhibit "A", attached hereto and incorporated herein by reference, is hereby established as

a AE, Agricultural Estate District, and the Zoning District Map of the City of Midland, Texas, is hereby amended to reflect the establishment of this initial zoning classification.

SECTION TWO. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION THREE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FOUR. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION FIVE. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the ____ day of _____, A.D., 2022; 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., 2022, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT "A"

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) A (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, Mary Beth Bartman and Gayle Bartman ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Susan M Hughes

Signature of Owner or Owner's Authorized Representative

Susan M Hughes

Printed Name

Representative

Title

THE STATE OF Texas §

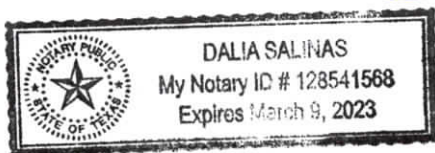
COUNTY OF Midland §

This instrument was acknowledged before me on the 21st day of March, 2022 by Susan M Hughes in the capacity herein stated.

MY COMMISSION EXPIRES

3.9.23

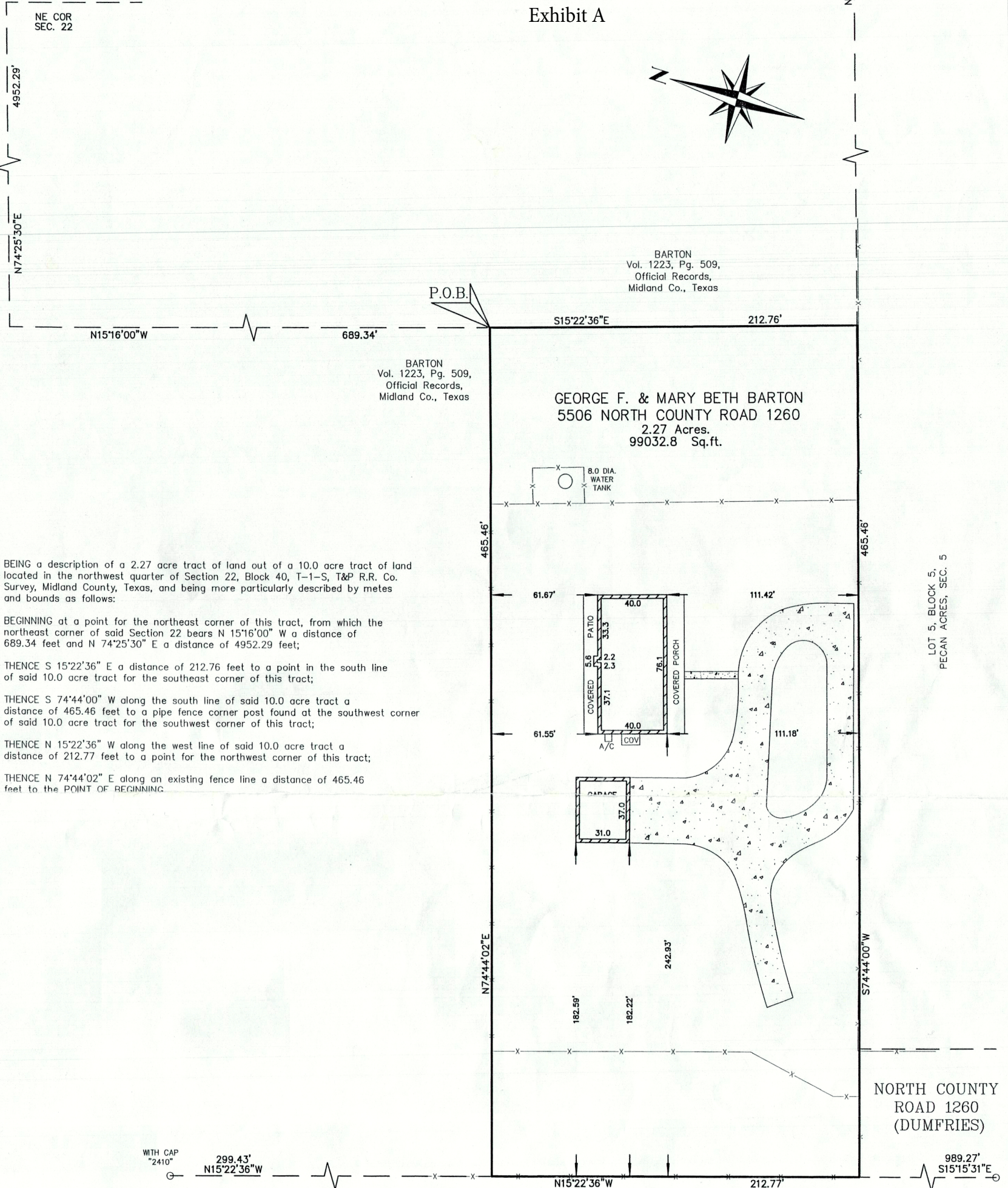
Dalia Salinas
Notary Public, State of Texas



* COPYRIGHT 2011

This survey plat is being provided solely for the use of: George F. & Mary Beth Barton Abstract & Title Co., and that no license has been created, express or implied, to copy the survey plat except as is necessary in conjunction with the original transaction dated April 12, 2011, which shall take place within 90 days after the survey was provided.

Exhibit A



Census Tract: 101.12

This tract is in Flood Zone "X" as shown on the Flood Insurance Rate Map, Dated September 16, 2005 provided by the Federal Emergency Management Agency Flood Map Number: 48329C0064 F

The undersigned does hereby certify that this survey was this day made on the ground of the property legally described hereon and is correct, and that there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights-of-way, except as shown hereon, and that said property has access to and from a dedicated roadway.

Dated this the 12th day of April 2011.

Bruce R. Pennell
Registered Professional Land Surveyor No. 4170
Date: 04/12/11

(IF SURVEYORS SIGNATURE IS NOT SIGNED IN RED INK, THIS IS NOT AN ORIGINAL DOCUMENT)

PENNELL & MARLOWE LAND SURVEYORS, INC.			
PROFESSIONAL LAND SURVEYING			
P.O. BOX 51622, MIDLAND, TEXAS 79710			
VOICE: (432) 570-6256 FAX: (432) 682-3262 MOBILE: (432) 528-1027			
ABSTRACT OFFICE: N/A	G.F. #: N/A	COMMITMENT EFFECTIVE DATE: N/A	
CAD FILE: BRP3167B	DATA FILE: NCR1260	DRAWN BY: MARCY N.	BOOK/PAGE: 1/

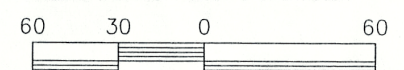


LEGEND

- Set 1/2" I.R.
- W/Cap "RPLS 4170"
- End. 1/2" I.R.

Basis of Bearings:
SOUTH Line of this Lot

Bearings and Distances Shown
Inside () Indicate Record Information



SCALE: 1" = 60'

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) A (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, Mary Beth Barton and Gayle Barton ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Susan M Hughes

Signature of Owner or Owner's Authorized Representative

Susan M Hughes

Printed Name

Representative

Title

THE STATE OF Texas §

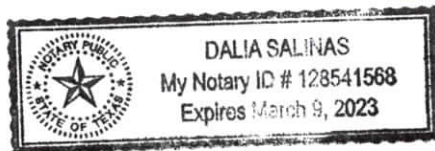
COUNTY OF Midland §

This instrument was acknowledged before me on the 21st day of March, 2022 by Susan M Hughes in the capacity herein stated.

MY COMMISSION EXPIRES

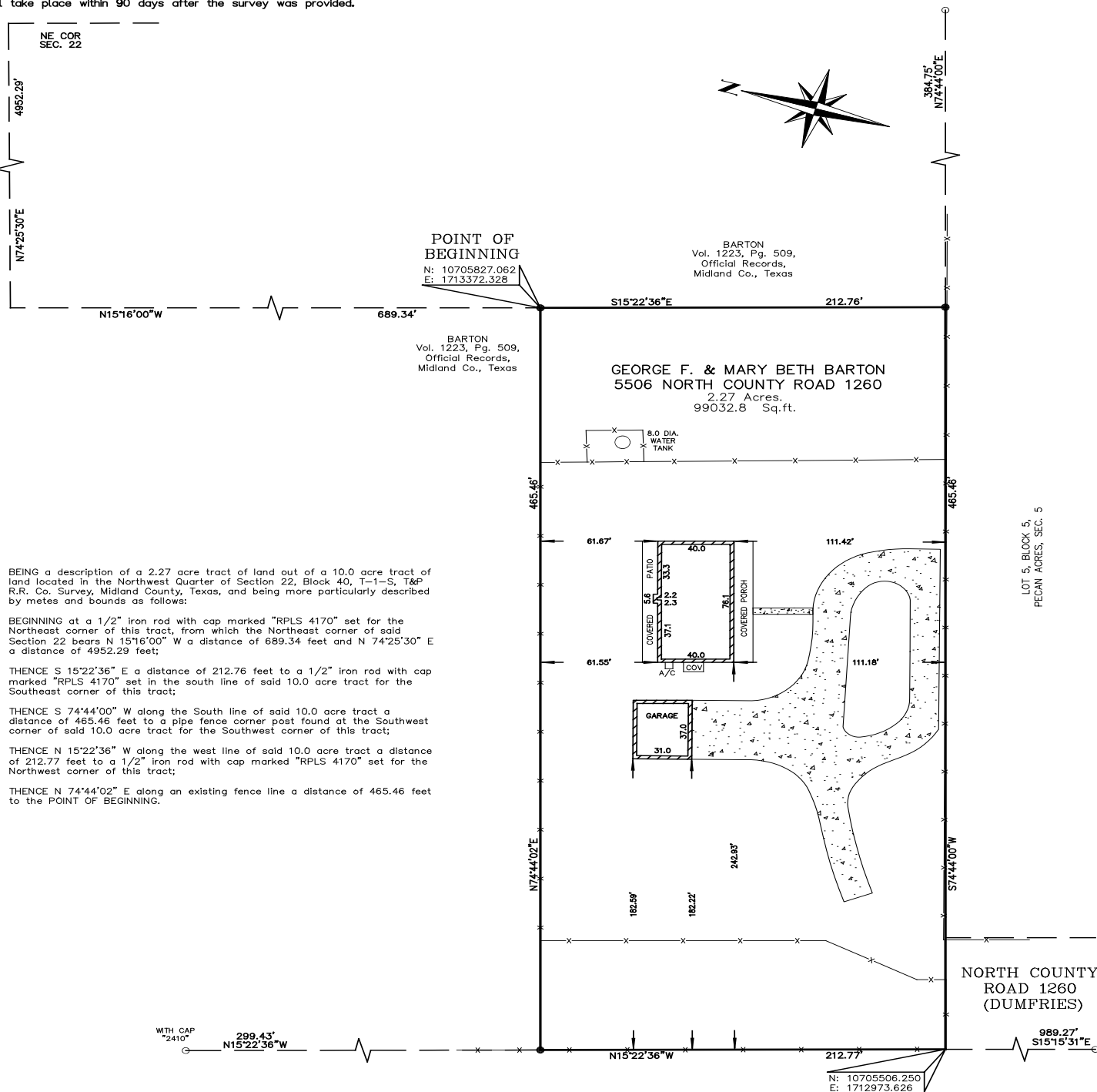
3.9.23

Dalia Salinas
Notary Public, State of Texas



* COPYRIGHT 2011.

This survey plat is being provided solely for the use of: George F. & Mary Beth Barton Abstract & Title Co., and that no license has been created, express or implied, to copy the survey plat except as is necessary in conjunction with the original transaction dated April 12, 2011, which shall take place within 90 days after the survey was provided.



BEING a description of a 2.27 acre tract of land out of a 10.0 acre tract of land located in the Northwest Quarter of Section 22, Block 40, T-1-S, T&P R.R. Co. Survey, Midland County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with cap marked "RPLS 4170" set for the Northeast corner of this tract, from which the Northeast corner of said Section 22 bears N 15°16'00" W a distance of 689.34 feet and N 74°25'30" E a distance of 4952.29 feet;

THENCE S 15°22'36" E a distance of 212.76 feet to a 1/2" iron rod with cap marked "RPLS 4170" set in the south line of said 10.0 acre tract for the Southeast corner of this tract;

THENCE S 74°44'00" W along the South line of said 10.0 acre tract a distance of 465.46 feet to a pipe fence corner post found at the Southwest corner of said 10.0 acre tract for the Southwest corner of this tract;

THENCE N 15°22'36" W along the west line of said 10.0 acre tract a distance of 212.77 feet to a 1/2" iron rod with cap marked "RPLS 4170" set for the Northwest corner of this tract;

THENCE N 74°44'02" E along an existing fence line a distance of 465.46 feet to the POINT OF BEGINNING.

Census Tract: 101.12

This tract is in Flood Zone "X" as shown on the Flood Insurance Rate Map, Dated September 16, 2005 provided by the Federal Emergency Management Agency Flood Map Number: 48329C0064 F

The undersigned does hereby certify that this survey was this day made on the ground of the property legally described hereon and is correct, and that there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights-of-way, except as shown hereon, and that said property has access to and from a dedicated roadway.

Dated this 12th day of April 2011.

Bruce R. Pennell
Registered Professional Land Surveyor No. 4170
Date: 04/12/11 UPDATED TO ADD NORTHINGS AND EASTINGS 04/13/2022

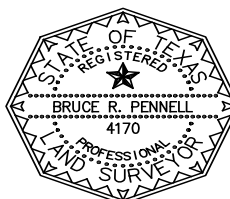
OF SURVEYORS SIGNATURE IS NOT SIGNED IN RED INK, THIS IS NOT AN ORIGINAL DOCUMENT)

PENNELL & MARLOWE LAND SURVEYORS, INC.

PROFESSIONAL LAND SURVEYING

2010
VOICE: (432) 570-6256 FAX: (432) 682-3262 MOBILE: (432) 528-1027

ABSTRACT OFFICE: N/A	G.F. #: N/A	COMMITMENT EFFECTIVE DATE: N/A
CAD FILE: BRP3167B	DATA FILE: NCR1260	DRAWN BY: MARCY N. BOOK/PAGE: 1/



Basis of Bearings:
SOUTH Line of this Lot
Bearings and Distances Shown
Inside () Indicate Record Information

60 30 0 60
SCALE: 1" = 60'

August 23, 2022

SERVICE AGREEMENT

THIS AGREEMENT is made and effective the 10th day of June, 2022, by and between the CITY OF MIDLAND, TEXAS, hereinafter called "CITY," and GEORGE BARTON AND MARY BETH BARTON, hereinafter referred to as "PETITIONER" whether one or more.

WHEREAS, a petition for annexation of a **2.27-acre tract of land out of a 10.0-acre tract of land located in the northwest quarter of Section 22, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas**, said tract being more fully described by metes and bounds therein (the "Area"), has been submitted to CITY by PETITIONER, the owner(s) of the land located in the Area, a copy of which is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, before CITY annexes the Area, CITY and PETITIONER must enter into a written agreement for the provision of services in the Area in accordance with Section 43.0672 of the Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is (1) to list each service CITY will provide in the Area on the effective date of the annexation, (2) to establish a schedule that includes the period within which CITY will provide each service in the Area that is not provided on the effective date of the annexation, and (3) to establish the duty of PETITIONER to pay fees similar to impact fees in the event that CITY has adopted, or adopts in the future, one or more ordinances establishing impact fees. PETITIONER understands and agrees that CITY is not required to provide a service that is not included in this Agreement. PETITIONER further understands and agrees that the execution of this Agreement does not constitute a promise by CITY to annex the Area and that this Agreement is not a permit for purposes of Chapter 245 of the Local Government Code.

ARTICLE II. TERM

The term of this Agreement shall be one year; provided, however, that if CITY annexes the Area within one year from the effective date, the term of this Agreement shall continue until such time when all services described in this Agreement are provided in the Area, and at such time, the Agreement shall terminate and shall be of no further force or effect except for those provisions that expressly survive termination. If CITY does not annex the Area during the term of this Agreement, this Agreement shall terminate and shall be of no further force or effect, and CITY shall have no duty to provide services to the Area.

ARTICLE III. SERVICES TO BE PROVIDED UPON ANNEXATION

CITY will provide the following services in the Area on the date that the ordinance annexing the Area becomes effective:

- A. Engineering:** CITY's Engineering Services Department will maintain streets, drainage facilities, and rights-of-way in accordance with CITY policies, procedures, and ordinances and applicable laws. PETITIONER understands and agrees that PETITIONER may be required to construct public improvements, including but not limited to (i) roadways adjacent to property located in the Area upon platting and (ii) roadway connections to existing facilities in the Area upon issuance of building permits in accordance with applicable laws and ordinances. PETITIONER understands and agrees that the Area will be included in CITY's service area of CITY's drainage utility.
- B. Utilities:** CITY will provide water services and wastewater collection services, upon platting property in the Area, in accordance with the City Code at rates established by ordinances for such services; provided, however, that no such service shall be provided until the public improvements necessary therefor have been constructed and CITY has approved said improvements. PETITIONER understands and agrees that CITY may require PETITIONER to construct such public improvements in accordance with applicable laws and ordinances.
- C. Development:** CITY's Development Services Department will provide planning, land development, land use, building review and inspection, and code enforcement services in accordance with applicable laws, rules, regulations, and ordinances.
- D. Police:** CITY's Police Department will provide emergency and routine call response, traffic enforcement, and law enforcement services in the Area.
- E. Fire:** CITY's Fire Department will provide emergency service for fire protection services and emergency medical services.
- F. Community Services:** CITY's Community Services Department will provide access to services and programs that may be offered by the Health and Senior Services Division, services and programs that may be offered by Animal Services Division, and access to City-owned parks.
- G. Solid Waste:** CITY's Solid Waste Department will provide residential garbage pickup service only. PETITIONER understands and agrees that CITY will not provide garbage pickup services to new commercial developments.

Regarding the services described above, PETITIONER understands and agrees that CITY will provide a level of services that is comparable to the level of services available in other parts of the City of Midland with topography, land use, and population density similar to those reasonably contemplated or projected for the Area. PETITIONER understands and acknowledges that any CITY departments or divisions identified above may change names or be reorganized. Any reference to a specific CITY department or division also includes any subsequent CITY department or division that will provide the same or similar services.

ARTICLE IV. IMPACT FEES

- A. **Fees to be assessed and collected.** Except as otherwise described herein, if CITY has adopted, or adopts in the future, one or more ordinances establishing impact fees in accordance with Chapter 395 of the Local Government Code, CITY shall assess and collect fees associated with the development of the Area as described for impact fees in the applicable impact fee ordinance(s) (the "Fees").
- B. **Service areas.** For purposes of assessing and collecting Fees for water and wastewater under this Agreement, the Area is deemed to be located within CITY's capital improvements plan service area therefor. For the purpose of assessing and collecting Fees for roadways under this Agreement, the Area is deemed to be located in CITY's capital improvements plan roadway service area(s) immediately adjacent thereto; provided, however, that if the Area is not located immediately adjacent to a roadway service area and is located immediately adjacent to a tract of land that is associated with an agreement regarding fees similar to the Fees in this Agreement, the Area is deemed to be located in the roadway service area(s) specified in such similar agreement associated with the adjacent tract of land.
- C. **Capital improvements and facility expansions.** For purposes of this Agreement, a capital improvement or facility expansion that will serve the Area shall be deemed to be included in CITY's capital improvements plan if:
- a. said capital improvement or facility expansion is substantially similar to a type of capital improvement or facility expansion identified in CITY's capital improvements plan; or
 - b. said capital improvement or facility expansion is an extension of a capital improvement or facility expansion identified in CITY's capital improvements plan.
- D. **Time of assessment.** Fees shall be assessed at the time of recordation of a final plat of any portion of the Area, at the time the Area is annexed, or on the effective date(s) of the applicable impact fee ordinance(s), whichever is later.
- E. **Time of collection.** CITY shall collect the Fees from PETITIONER at the time of issuance of a building permit. PETITIONER acknowledges and agrees that no building permit or certificate of occupancy shall be issued until PETITIONER has paid the applicable Fees.
- F. **Amendment to land use assumptions, capital improvements plan, or impact fees.** Notwithstanding any provision in this Agreement to the contrary, if CITY amends its land use assumptions, capital improvements plan, or impact fees such that PETITIONER would be required to pay impact fees, CITY shall assess and PETITIONER shall pay the applicable impact fees in accordance with the applicable impact fee ordinance(s), as amended; provided, however, that to the extent CITY assesses applicable Fees for service units under this Agreement, PETITIONER shall pay such Fees in accordance with this Agreement and shall not be required to pay the applicable impact fees for the same service units.
- G. **Article to survive termination.** If CITY annexes the Area within one year from the

effective date, the provisions of this Article shall survive termination of this Agreement.

ARTICLE V. GOVERNMENTAL IMMUNITY

By executing this agreement CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE VI. RELEASE

NOTWITHSTANDING ANY OTHER PROVISIONS, PETITIONER HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH PETITIONER HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, CITY'S NEGLIGENCE, OR CLAIMS UNDER CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE VII. ATTORNEYS' FEES

In the event of any conflict between the parties hereto such that either party brings or commences any legal action or proceeding related to this Agreement, including but not limited to any action pursuant to the provisions of the Texas Uniform Declaratory Judgments Act (Tex. Civ. Prac. & Rem. Code §37.001, et seq., as amended), the parties hereto agree to waive any and all rights to recovery of attorneys' fees to which the prevailing party might otherwise be entitled.

BY EXECUTING THIS AGREEMENT, THE PARTIES AGREE TO WAIVE AND DO HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM EITHER PARTY HAS OR MAY HAVE IN THE FUTURE AGAINST THE OTHER PARTY, SPECIFICALLY AND SOLELY REGARDING THE AWARD OF ATTORNEYS' FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. THE PARTIES SPECIFICALLY AGREE THAT IF A PARTY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING

RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE PARTY BRINGING THE ACTION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEYS' FEES TO WHICH THE PARTY MIGHT OTHERWISE BE ENTITLED.

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

THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT. PETITIONER AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE VIII. GENERAL PROVISIONS

- A. Governing law and venue.** This Agreement shall be governed by the laws of the State of Texas. All performance made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. The provisions of this Article VIII.A. shall survive termination of this Agreement.
- B. Notice.** Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service addressed as

follows:

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

If to PETITIONER: George Barton and Mary Beth Barton
5506 North County Road 1260
Midland, Texas 79707

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

- C. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
- D. **Use of language.** Words in the singular shall be held to include the plural, unless the context otherwise requires.
- E. **Amendments, modifications, alterations.** No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.
- F. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.
- G. **Notice of alleged breach; statutory prerequisites.** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, PETITIONER or PETITIONER'S legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which PETITIONER will settle, the physical and mailing addresses of PETITIONER at the time and date the claim was presented and the physical and mailing addresses of PETITIONER for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom PETITIONER relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to PETITIONER that PETITIONER'S notice is insufficient. CITY reserves the right to request reasonable additional information regarding the claim. Said additional information shall be

supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, PETITIONER'S failure to comply with the requirements herein shall perpetually bar PETITIONER'S claim for damages under Chapter 271 of the Texas Local Government Code and Section 311.034 of the Texas Government Code, regardless of whether CITY has actual or constructive notice or knowledge of said claim or alleged damages. The provisions of this Article VIII.G. shall survive termination of this agreement. **PETITIONER AGREES THAT THE REQUIREMENTS OF THIS ENTIRE AGREEMENT ARE REASONABLE.**

H. Covenants run with the land. The provisions of this Agreement are covenants that run with the land located in the Area. CITY and PETITIONER agree that this Agreement may be recorded in the deed records of the county in which the Area is located. CITY and PETITIONER acknowledge and agree that this Agreement is binding upon CITY and PETITIONER and their respective successors, executors, heirs, and assigns, as applicable. The provisions of this Article VIII.H. shall survive termination of this Agreement.

EXECUTED the day and year first above mentioned.

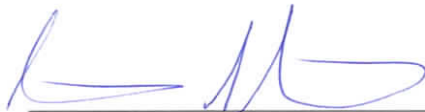
THE CITY OF MIDLAND, TEXAS

By: 
Robert Patrick, City Manager

ATTEST


Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

 First Asst City Atty Gen
John Ohnemiller, City Attorney

PETITIONER:

By: *George Barton*
George Barton

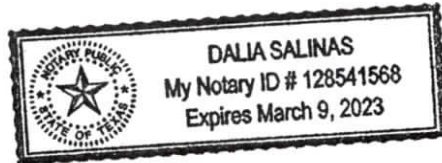
By: *Mary Beth Barton*
Mary Beth Barton

STATE OF *Texas* §

COUNTY OF *Midland* §

BEFORE ME, the undersigned authority, on this *7th* day of *June*, 2022, personally appeared George Barton, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the *7th* day of *June*, 20*22*.



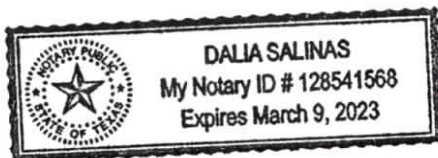
Dalia Salinas
Notary Public, State of Texas

STATE OF *Texas* §

COUNTY OF *Midland* §

BEFORE ME, the undersigned authority, on this *7th* day of *June*, 2022, personally appeared Mary Beth Barton, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the *7th* day of *June*, 20*22*.



Dalia Salinas
Notary Public, State of Texas

Exhibit "A" to Service Agreement

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) A (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, Mary Beth Bartman Gay Butler ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Susan McHughes

Signature of Owner or Owner's Authorized Representative

Susan McHughes

Printed Name

Representative

Title

THE STATE OF Texas §

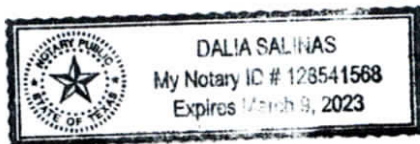
COUNTY OF Midland §

This instrument was acknowledged before me on the 21st day of March 2022 by Susan McHughes in the capacity herein stated.

MY COMMISSION EXPIRES

3.9.23

Dalia Salinas
Notary Public, State of Texas



This survey plot is being provided solely for the use of: George F. & Mary Beth Barton Abstract & Title Co., and that no license has been created, express or implied, to copy the survey plot except as is necessary in conjunction with the original transaction dated April 12, 2011, which shall take place within 90 days after the survey was provided.

This survey plot is being provided solely to the use of: George F. & Mary Beth Barton Abstract & Title Co., and that no license has been created, express or implied, to copy the survey plot except as is necessary in conjunction with the original transaction dated April 12, 2011, which shall take place within 90 days after the survey was provided.

NE COR
SEC. 22

4952.29'

N74°25'30"E

N15°16'00"W

689.34'

P.O.B.

BARTON
Vol. 1223, Pg. 509,
Official Records,
Midland Co., Texas

515°22'36"E

212.76'

485.46'

485.46'

LOT 5, BLOCK 5
PECAN ACRES, SEC. 5

GEORGE F. & MARY BETH BARTON
5506 NORTH COUNTY ROAD 1260
2.27 Acres.
99032.8 Sq. ft.

5.0 DIA
WATER
TANK

61.67'

111.42'

61.35'

111.16'

242.93'

182.39'

182.22'

31.0'

37.0'

37.1'

31.2'

40.0'

40.0'

COVERED
PATIO

COVERED
PATIO

N74°44'02"E

574°44'00"W

299.43'

N15°22'36"W

WITH CAP
2410'

212.77'

989.27'

S15°15'31"E

NORTH COUNTY
ROAD 1260
(DUMFRIES)

Exhibit A

BEING a description of a 2.27 acre tract of land out of a 10.0 acre tract of land located in the northwest quarter of Section 22, Block 40, T-1-S, T&P R.R. Co. Survey, Midland County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point for the northeast corner of this tract, from which the northeast corner of said Section 22 bears N 15°16'00" W a distance of 689.34 feet and N 74°25'30" E a distance of 4952.29 feet;

THENCE S 15°22'36" E a distance of 212.76 feet to a point in the south line of said 10.0 acre tract for the southeast corner of this tract;

THENCE S 74°44'00" W along the south line of said 10.0 acre tract a distance of 465.46 feet to a pipe fence corner post found at the southwest corner of said 10.0 acre tract for the southwest corner of this tract;

THENCE N 15°22'36" W along the west line of said 10.0 acre tract a distance of 212.77 feet to a point for the northwest corner of this tract;

THENCE N 74°44'02" E along an existing fence line a distance of 465.46 feet to the POINT OF BEGINNING.

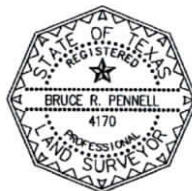
This tract is in Flood Zone "X" as shown on the Flood Insurance Rate Map, Dated September 16, 2005 provided by the Federal Emergency Management Agency Flood Map Number: 48329C0064 F

Dated this the 12th day of April 2011.

(IF SURVEYORS SIGNATURE IS NOT SIGNED IN RED INK, THIS IS NOT AN ORIGINAL DOCUMENT)

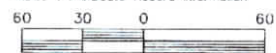
PROFESSIONAL LAND SURVEYING
P.O. BOX 51622, MIDLAND, TEXAS 79710
VOICE: (432) 570-6256 FAX: (432) 682-3262 MOBILE: (432) 528-1027

ABSTRACT FILE #		G.F. # N/A	COMMITMENT EFFECTIVE DATE: N/A		20
CAD FILE: DRP31678		DATA FILE: NCR1260		DRAWN BY: MARCY N.	BOOK/PAGE: 1/



- Set 1/2" I.R.
W/Cap "RPLS 4170"
- Fnd. 1/2" I.R.

Bearings and Distances Shown
Inside () Indicate Record Information



SCALE: 1" = 50'

August 23, 2022



**Annexation/Initial Zoning
Application**

Project Number

Case Number:

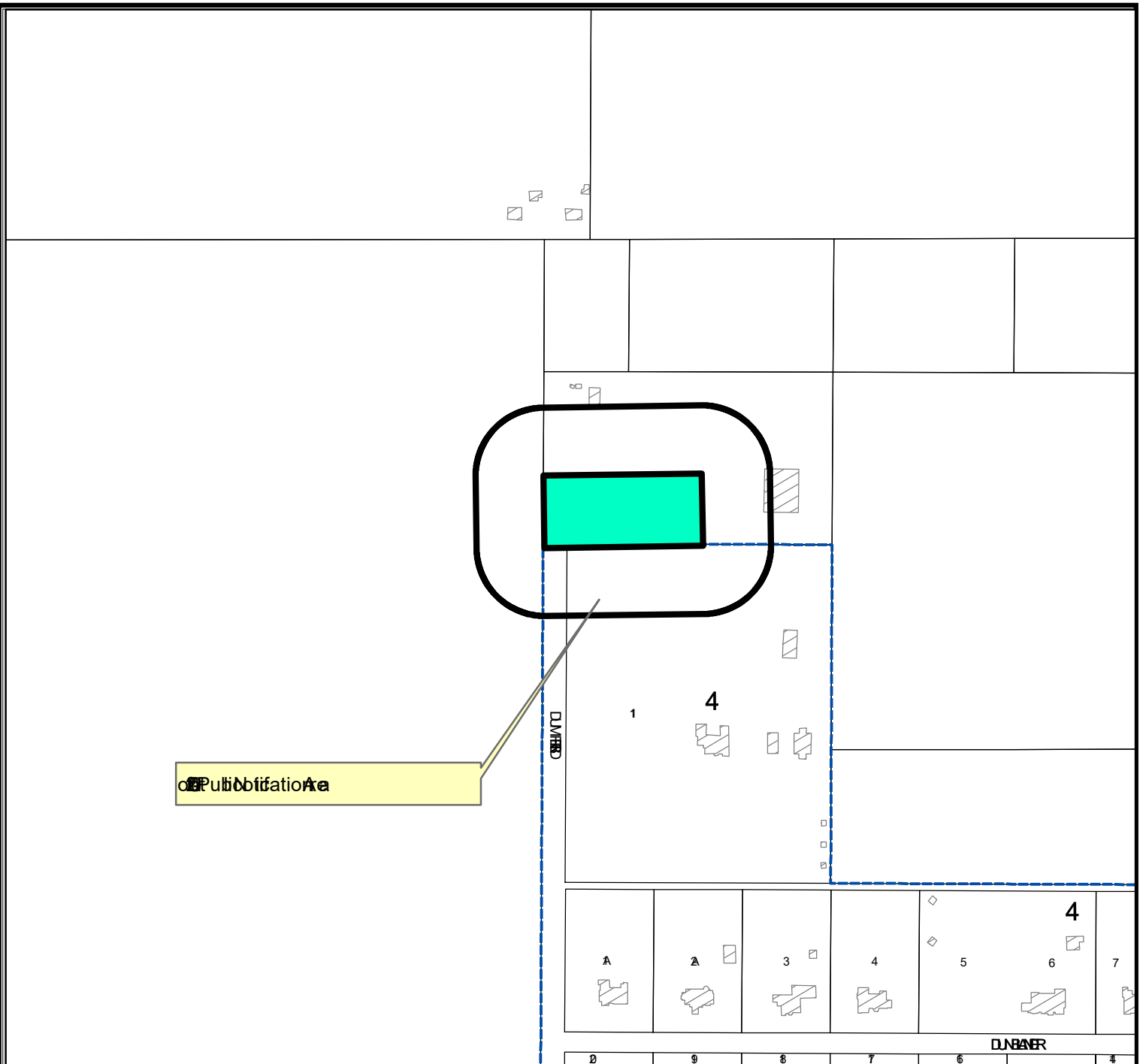
A-22-0030.
2-22-0289

Applicant (if acting as Agent, see affidavit on page 2) Printed Name: <u>George and Mary Beth Barton</u>		Phone (432) 528-6909 Email: <u>artbartgran@yahoo.com</u>	
Address: <u>5500 N.C. Rd 1260</u>	City: <u>Midland</u>	State: <u>TX</u>	Zip: <u>79707</u>
Property Owner Printed Name: <u>George and Mary Beth Barton</u>		Phone () Email: <u>Same</u>	
Address:	City:	State:	Zip:
Representative (if different from Applicant or Property Owner) Firm: _____ Printed Name: <u>Susan McHughes</u>		Phone (432) 352-4196 Email: <u>susan.mchughes@yahoo.com</u>	
Address: <u>5500 N.C. Rd 1260</u>	City: <u>Midland</u>	State: <u>TX</u>	Zip: <u>79707</u>
Street Address: <u>5500 N.C. Rd 1260</u>			
Legal Description Lot: _____ Block: _____ Subdivision: _____			
Current Zoning:		Proposed Zone: <u>Agricultural Estate</u> (List by tracts if more than one district is requested)	
Reason for Annexation/Zone Change Request: <u>Future desire for water access</u>			
Present Use of Property: <u>Residential & Agricultural</u>			
Proposed Use of Property: <u>Residential & Agricultural</u>			
How would this annexation/zone change affect the public health, safety and welfare? <u>no impact</u>			
Describe how this annexation/zone change will affect adjacent properties: <u>no impact</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)



LOCATION MAP

Z-22-0289

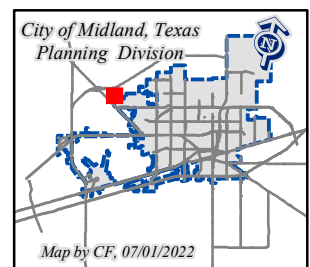
Scale: 1" = 200'

A request by George and Mary Barton, for the Initial zoning to AE, Agricultural Estates District of a 2.27-acre tract of land out of a 10.00-acre tract of land located in the NW/4 of Section 22, Block 40 T-1-S, T&P RR Co. Survey, Midland County, Texas

Generally located on the east side of Dumfries Road, approximately 3,590-feet north of Hwy 152-23 (Extraterritorial Jurisdiction)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

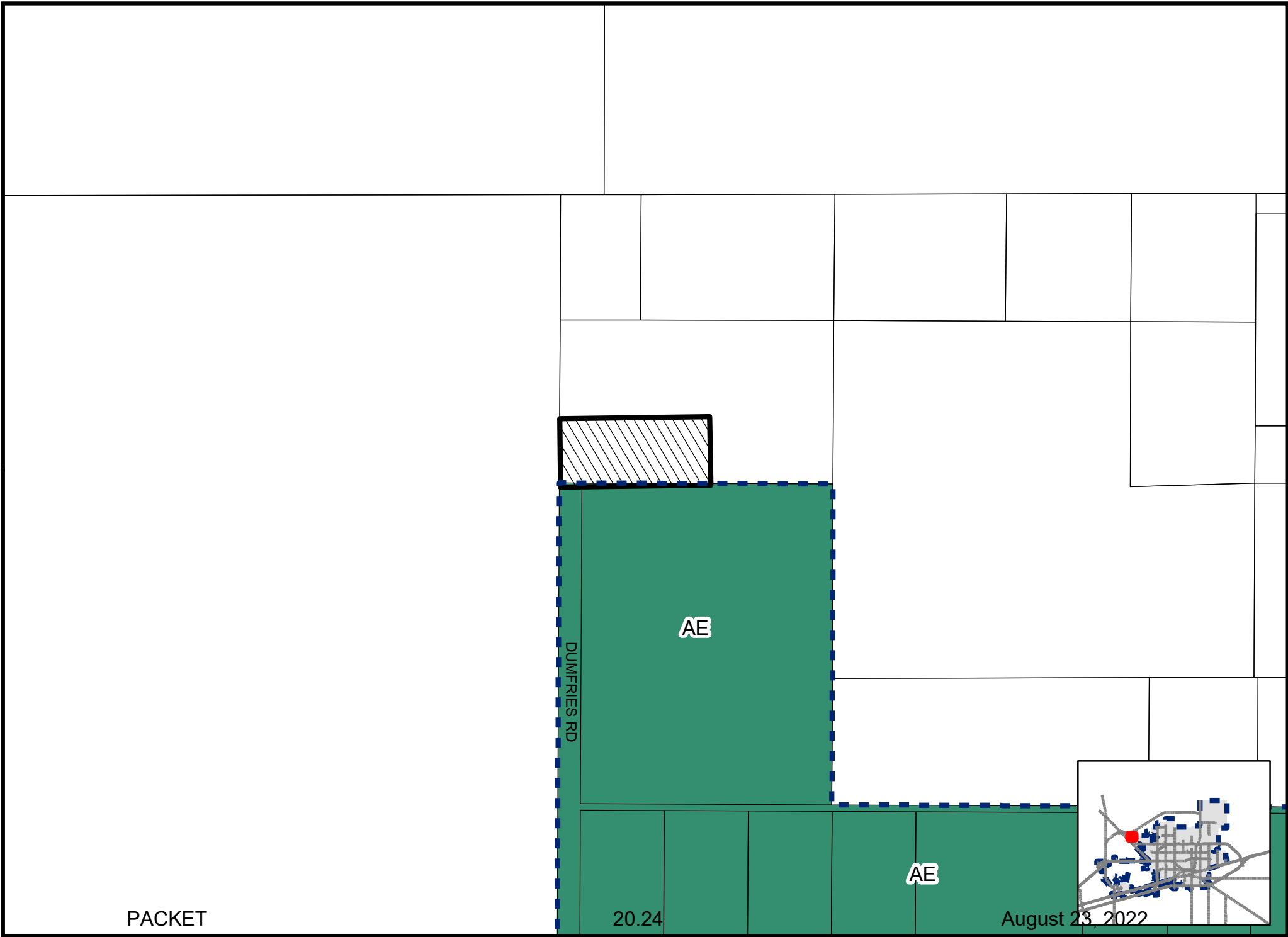


©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR IS IT DESIGNED TO BE USED AS A TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

August 23, 2022



PACKET

20.24

August 23, 2022













PACKET

20.29

August 23, 2022

N CR-



City Council Meeting

Item Number: 21
Meeting Date: August 23, 2022 (August 9, 2022)
To: City Council / City Manager
From: Gabe McClelland,
Subject: AN ORDINANCE ESTABLISHING INTERSECTION STOPS AT VARIOUS LOCATIONS WITHIN THE CITY OF MIDLAND, TEXAS; AUTHORIZING AND DIRECTING THE TRAFFIC ENGINEER TO INSTALL APPROPRIATE SIGNS AND MARKINGS AT THE DESIGNATED LOCATIONS; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS (\$200.00); AND ORDERING PUBLICATION (DISTRICT: ALL) (ENGINEERING SERVICES)

Purpose:

Consider an ordinance establishing intersection stops at various locations within the City of Midland, Texas; authorizing and directing the Traffic Engineer to install appropriate signs and markings at the designated locations; 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.

Recommended City Council Action:

Approve

Fiscal Impact:

Approximately \$42,500.00 for the installation cost of new signs, including materials, equipment, and labor.

Discussion:

The City Attorney's Office has prepared an ordinance authorizing the installation of stop signs at various intersections within the City of Midland. This ordinance has been requested to assign right-of-way at each intersection in compliance with the Texas Manual on Uniform

Traffic Control Devices.

There are 85 locations recommended for new stop signs that are on newly constructed streets or at locations for which no type of formal traffic control has previously existed.

The locations for new stop signs are as follows:

On At

Banjo Rd. Ivy Ct.
Battle Ave. Lonesome Dove Ln.
Becker Dr. Sandstone Dr.
Blackberry Ct. Hollyberry Ln.
Blue Sky St. Battle Ave.
Blue Sky St. Southwest St.
Blue Quail Ct. Scaled Quail Rd
Bob White Ct. Mountain Quail Rd.
Calen Ct. Ridgefield Ct.
Candice Rd. Tower Rd.
Cape Cod Ln. Providence Dr.
Casady Ct. St. Andrews Ct.
Charles Dr. Rustic Tr.
Cholla Rd. Antelope Tr.
Chretien Pl. Belle Grove Ct.
Colonial Oaks Ct. Dunbarton Oaks Blvd.
Colonel Ct. Leather Ln.
Covington Ct. Jordy Rd.
Crestdale St. Crestridge Dr.
Cross Pointe Dr. Briarwood Ave.
Draw Ct. Ranch Ave
Dunbarton Oaks Blvd Mockingbird Ln.
Feldspar Ln. GraniteLn.
Feldspar Ln. Quartz Ln.
Fiddler Rd. Ranch Ave.
Fiddler Rd. Southwest St.
Franklin Ave. Walker St.
Freedom Ct. Beal Pkwy.
On At
Frost Pl. Castleford Pl.
Gambles Quail Rd. Mountain Quail Rd.
Gambles Quail Rd. Mearns Ct.
Hazel Ln. Carriage Rd.
High Noon Ct. Stake Ave.
Hollyberry Ln. Bayberry Pkwy.
Homestead Blvd Homeland Ct.
Horizon Rd. Meadowside St.
Horizon Rd. Sunnyvale St.
Humble Ave. Marcie Ln.

Ivy Ct. Rio Bravo St.
Jordy Rd. Tower Rd.
Kiowa Dr. Meadow Dr.
Lawson St. N. "D" St.
Lawson St. N. "G" St.
Leather Ln. Ivy Ct.
Leather Ln. Southwest Ct.
Legacy Oaks Ct. Dunbarton Oaks Blvd.
Lonesome Dove Ln. Southwest St.
Marfa Ln. Tin Tr.
Moran St. Marlin St.
Mountain Quail Rd. Scaled Quail Rd.
Oaklawn Dr. Stanolind Ave.
Pioneer Cir. Ranch Ave.
Pioneer Cir. Ranch Ave.
Ridgeway Rd. Meadowsides St.
Ridgeway Rd. Sunnyvale St.
Ringo Ct Carriage Rd.
Ringo Ct. Draw Ct.
On At
Rio Bravo St Ranch Ave.
Rio Bravo St Southwest St.
Sagebrush Rd Meadowsides St.
Sagebrush Rd Sunnyvale St.
Sandstone Dr Green Tree Blvd
Sandstone Dr Sherwood Dr.
Scaled Quail Rd Valley Quail Rd.
Scenic Rd Meadowsides St.
Scenic Rd Sunnyvale St.
Shadybrook Rd Meadowsides St.
Shadybrook Rd Sage Brush Rd.
Sherwood Dr Sandstone Dr.
Skyview Rd Meadowsides St.
Skyview Rd Sunnyvale St.
Southwest St. Carriage Rd.
Stage Coach Ct. Blue Sky St.
Stellar Pl. N. Godfrey St.
Stellar Pl. Trinity Dr.
Tampico Dr. Monterrey Dr.
Tampico Dr. Denton St.
Tower Rd. Jordy Rd.
Tower Rd. Jordy Rd.
Vista Ridge Rd. Meadowsides St.
Vista Ridge Rd. Sunnyvale St.
Westmont Ct. Whittle Way
Woodlawn Dr. Stanolind Ave.
Woodlawn Dr. Gulf Ave.

Wyatt Way Stake Ave.

Morris William Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING INTERSECTION STOPS AT VARIOUS LOCATIONS WITHIN THE CITY OF MIDLAND, TEXAS; AUTHORIZING AND DIRECTING THE TRAFFIC ENGINEER TO INSTALL APPROPRIATE SIGNS AND MARKINGS AT THE DESIGNATED LOCATIONS; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS (\$200.00); AND ORDERING PUBLICATION

WHEREAS, the Council finds that the unusual character and volume of traffic on various intersecting streets within the City require that operators of motor vehicles traveling along said streets stop before entering said intersections; and

WHEREAS, the Council finds it to be in the public interest to authorize and require the establishment of stop signs at said intersections;

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

SECTION ONE. In addition to all other stop signs, stop signs at the intersections enumerated in the following list are hereby ordered to be erected and are hereby validated and fully authorized, whether the same have already been placed and are existing upon said intersections, or shall be placed there hereafter, and all persons operating vehicles upon or over the streets of the City of Midland shall obey such stop signs. All streets located in the column under the word “On” are the streets on which stop signs are hereby ordered and authorized at their intersection with the streets listed on the same line and in the column immediately to the right headed by the word “At”.

ON

“A” St.
“A” St.
“A” St.
“A” St.
Abbey Pl.
Aberdeen Dr.
Aberdeen Dr.
Aberdeen Dr.

AT

Indiana Ave.
Missouri Ave.
Mockingbird Ln.
Solomon Ln.
Everglade Ave.
Cedar Springs Dr.
Ruby Dr.
Spraberry Dr.

ON

Acklen Dr.
Acoma Ct.
Adams St.
Adams St.
Adams St.
Adams St.
Adams St.
Adams St.
Adams St.
Adams St.
Adams St.
Adonia St.
Advance Ave.
Affirmed Ave.
Ainslee St.
Ainslee St.
Ainslee St.
Ainslee St.
Ainslee St.
Airport 20 Rd.
Alamo Dr.
Alamosa Ct.
Alcove Ct.
Alice St.
Alice St.
Alice St.
Alice St.
Alice St.
Alkan St.
Alkan St.
Allandale Ct.
Allen St.
Allen St.
Almey Ct.
Almont Pl.
Alpine St.
Alpine St.
Alta Ave.
Amelia Dr.
Amelia Dr.
Amigo Dr.
Amigo Dr.
Andrews Hwy. Frontage
Andrews Hwy. Frontage
Andover Ave.
Anetta Dr.
Anetta Dr.
Anetta Dr.
Anetta Dr.
Angelina Dr.

AT

Roosevelt Dr.
Pavilion Pkwy.
Garden Ln.
Illinois Ave.
Indiana Ave.
Kentucky Ave.
New York Ave.
Pennsylvania Ave.
Wall St.
Walnut Ln.
Washington Ave.
Cheyenne St.
Industrial Ave.
Alysheba Ln.
Bedford Dr.
Cuthbert Ave.
Kansas Ave.
Louisiana Ave.
Princeton Ave.
La Force Blvd.
Crockett Ave.
Gunnison Dr.
Douglas St.
Barkley Ave.
Delano Ave.
Franklin Ave.
Kessler Ave.
Mariana Ave.
Calumet St.
Chaparral St.
Sherwood Dr.
New Jersey Ave.
Taylor Ave.
Rustic Tr.
Gunnison Dr.
Cuthbert Ave.
Louisiana Ave.
Pecos St.
Anetta Dr.
Fairmont Dr.
Goliad Dr.
Storey Ave.
Godfrey St.
McDonald Ave.
Ward St.
Eisenhower Dr.
Raymond Rd.
Spraberry Dr.
Waverly Dr.
Haynes Ave.

ON

Angelina Dr.
Anthem Rd.
Apache Dr.
Apache Dr.
Apperson Dr.
Apperson Dr.
Apple Creek Rd.
Apple Creek Rd.
Arapahoe Rd.
Arbor Cir.
Armadillo Dr.
Armadillo Dr.
Arrowhead Trail
Arroyo Dr.
Arroyo Dr.
Ashwood Ct.
Aspen Dr.
Aspen Dr.
Aster Ave.
Aster Ave.
Atlanta St.
Atlanta St.
Atlanta St.
Atlanta St.
Auburn Ct.
Auburn Dr.
Auburn Pl.
Audie Ct.
Aurora Way
Aurora Ln.
Aurora Ln.
Austin St.
Austin St.
Austin St.
Austin St.
Avalon Dr.
Avondale Dr.
Avondale Dr.
Avondale Dr.
Azalea Ct.
"B" St.
"B" St.
"B" St.
"B" St.
"B" St.
"B" St.
"B" St.
"B" St.
"B" St.
Baca St.

AT

Lehigh Dr.
Bunker Hill Rd.
Holly Dr.
Waverly Dr.
Maxwell Ave.
Whitney Dr.
Mathis St.
Oak Valley Dr.
Elkins Rd.
Sunshine Pkwy.
Maverick Ln.
Prairie Rd.
Vista West Pkwy.
Haynes Ave.
Northfield Dr.
Heritage Blvd.
Dentcrest Dr.
Mark Ln.
Avalon Dr.
Golden Gate Dr.
California Ave.
Gist Ave.
Hicks Ave.
New York Ave.
Ward St.
Whitney Dr.
Lanham St.
Beal Pkwy.
Lumina Dr.
McDonald Dr.
Suncrest Ave.
Baumann Ave.
Bedford Dr.
Cuthbert Ave.
Kansas Ave.
Briarwood Ave.
Leddy Dr.
McDonald Dr.
Raymond Dr.
Rosewood Dr.
Cuthbert Ave.
Gulf Ave.
Harvard Ave.
Indiana Ave.
Kansas Ave.
Louisiana Ave.
Michigan Ave.
Missouri Ave.
Tennessee Ave.
Mockingbird Ln.

ON

Baca St.
Baird St.
Baird St.
Baird St.
Baird St.
Baird St.
Baird St.
Baird St.
Baird St.
Baird St.
Baird St.
Baird St.
Baird St.
Baird St.
Baird St.
Bald Eagle Ct.
Baldwin St.
Baldwin St.
Baldwin St.
Baldwin St.
Baldwin St.
Balfour Ct.
Balfour Ct.
Baltic Ave.
Baltic Ave.
Banjo Rd.
Banks Dr.
Banks Dr.
Barber St.
Barber St.
Barber St.
Barber St.
Barber St.
Barber St.
Barber St.
Barber St.
Barber St.
Barber St.
Barber St.
Barber St.
Barking Rock
Barking Rock
Barkley Ave.
Barkley Ave.
Baron Dr.
Baron Dr.
Basswood Cir.
Barton Springs Ct.
Bates Dr.

AT

San Miguel Ave.
California Ave.
Griffin Ave.
Hicks Ave.
Indiana Ave.
Kentucky Ave.
Longview Ave. (northbound)
Longview Ave. (southbound)
Louisiana Ave.
Main St.
Michigan Ave.
New Jersey Ave.
New York Ave.
Taylor Ave.
Washington Ave.
McPherson Ln.
Brunson Ave.
College Ave.
Holloway Ave.
Indiana Ave.
Kentucky Ave.
Washington Ave.
Deer Run Ave.
Greathouse Ave.
Dormard Ave.
Pacific Ave.
Ivy Ct.
La Force Blvd.
Sloan Field Blvd.
Cedar Ave.
Dormard Ave.
Golf Course Rd.
Hickory Ave.
Magnolia Ave.
Maple Ave.
Oak Ave.
Pecan Ave.
Pine Ave.
Shandon Ave.
Spruce Ave.
Fall Creek
Sister Creek
Crestview Rd.
Powell St.
Occidental Pkwy.
Ranch Ave.
Sequoia Dr. (both intersections)
Barton Creek Rd.
Sinclair Ave.

ON

Battle Ave.
Baumann Ave.
Baumann Ave.
Baumann Ave.
Baumann Ave.
Baybridge Ct.
Baybridge Ct.
Baybrook Dr./Ct.
Baybrook Dr./Pl.
Beachwood St.
Beachwood St.
Beal Pkwy.
Beal Pkwy.
Beal Pkwy.
Beals Creek Dr.
Beals Creek Dr.
Beals Creek Dr./Ct.
Becker Dr.
Beckley Dr.
Beckley Dr.
Bedford Ave.
Bedford Ave.
Bedford Dr.
Bedford Dr.
Bedford Ave.
Bedford Ave.
Bedford Ave.
Bedford Ave.
Bedford Ave.
Bedford Ave.
Bedford Dr.
Bedford Ave.
Bedford Ave.
Bedford Ave.
Bedford Ave.
Bedford Dr.
Bedford Dr.
Bedford Ave.
Beechwood Ct.
Belair Dr.
Bellechasse Ct.
Bellechasse Ct.
Bellegrove Ct.
Belmont St.
Belmont St.
Belmont St.
Belmont St.
Belmont St.
Belmont St.

AT

Lonesome Dove Ln.
Alpine St.
Godfrey St.
Kansas Ave.
McDonald St.
Eastview Dr.
Westview Dr.
Rockwood Dr.
Valwood Dr.
Calumet St.
Chukar Ln.
Graceland Dr.
Leisure Dr.
Thomason Dr.
Comal Dr.
Heritage Oaks Dr.
Pedernales Dr.
Sandstone Dr.
Cedar Spring Dr.
Sprayberry Dr.
Alpine St.
Austin St.
"B" St.
"D" St.
Delmar St.
E. Broadway St.
"G" St.
Godfrey St. (westbound)
Idlewilde Dr.
Lanham St.
Maberry St.
Manor St.
McDonald St.
Mogford St.
"N" St.
Tarleton St.
W. Broadway St.
Ward St.
Woodcrest Dr.
Teakwood Tr.
Stonybrook Dr.
Chapel Hill Dr.
Fairview Ln.
Keswick Rd.
Collins Ave.
Gist Ave.
Griffin Ave.
Hicks Ave.
Longview Ave.
Rhode Island Ave.

ON

Belmont St.
Belmont St.
Belmont St.
Belton Pl.
Benton St.
Benton St.
Benton St.
Benton St.
Benton St.
Benton St.
Benton St.
Bentwood Dr.
Bentwood Dr.
Bentwood Dr.
Bentwood Dr.
Berkeley Trail
Big Bend Country
Billingsley Blvd.
Binney Cv.
Bishops Castle Dr.
Bison St.
Bison St.
Blackberry Ct.
Blackwood Dr.
Blake Dr.
Blake Dr.
Blakemore Ct.
Blanco Dr.
Blanco Dr.
Blanco Dr.
Bluebell Dr.
Bluebell Dr.
Bluebird Ln.
Blue Bonnet Ave.
Blue Bonnet Ave.
Blue Quail Ct.
Blue Sky St.
Blue Sky St.
Bob White Ct.
Boeing Dr.
Boeing Dr.
Boeing Dr.
Bonham St.
Bonham St.
Bonham St.
Boot Dr.
Boot Dr.
Bosque Dr.
Boulder Dr.
Boulder Dr.

AT

Stokes Ave.
Summit Ave.
Wolcott Ave.
Concho Dr.
California Ave.
Golf Course Rd.
Indiana Ave.
Morgan Way
New York Ave.
Oak Ave.
Pine Ave.
Crescent Dr.
Cuthbert Ave.
Graceland Dr.
Ric Dr.
Carpenter Way
Buffalo Gap
Caldera Blvd.
Rex Rd.
Castleford Rd.
Rio Pl.
Outlaw Ct.
Hollyberry Ln.
Homestead Blvd.
Garrett Dr.
Trennon Pl.
Northfield Dr.
Llano Ct.
Medina Dr.
Oak Creek Dr.
Bastrop Ave.
Occidental Pkwy.
Midkiff Rd.
Avalon Dr.
Golden Gate Dr.
Scaled Quail Rd.
Battle Ave.
Southwest St.
Mountain Quail Rd.
Fannin Ave.
Neely Ave.
Sentinel Dr.
Cuthbert Ave.
Kansas Ave.
Willingham Dr.
Lone Star Ln.
Red River Ln.
Lampasas Dr.
Arroyo Dr.
Haynes Ave.

ON

Bowie Dr.
Bowie Dr.
Bowie Dr.
Bowman Cir.
Boyd Ave.
Boyd Ave.
Boyd Ave.
Boyd Ave.
Boyd Ave.
Boyd Ave.
Boyd Ave.
Boyd Ave.
Boyd Ave.
Boyd Ave.
Boyd Ave.
Boyd Ave.
Bradford Ct.
Brand Ln.
Brand Ln.
Brazos Ave.
Brazos Ave. / Ct.
Brazos Ave.
Breckenridge Dr.
Breezeway Ct.
Brentwood Dr.
Briaroads Ct. / Dr.
Briarpath Dr.
Bridle Dr.
Bridle Dr.
Brighton Pl.
Broadway St.
Bromegrass St.
Bromegrass St.
Bromley Pl.
Bronco Ct.
Brookdale Dr.
Brookdale Dr.
Brookdale Dr.
Brooks Dr. (both intersections)
Brown Heart Ln.
Brown Heart Ln.
Brown Heart Ln.
Brownwood Dr.
Brunson Ave.
Brunson Ave.
Brunswick Cr.
Brush Dr.
Bryant St.
Bryant St.
Bryant St.

AT

Bentwood Dr.
Edgewood Dr.
Goliad Dr.
Arapahoe Rd.
"C" St.
Cessna Dr.
"D" St.
Godfrey St.
Lanham St.
McDonald St.
Mogford St.
"N" St.
Sinclair Ave.
Sparks St.
Tarleton St.
Upland St.
Knights Pl.
Buffalo Gap
Lone Star Ln.
Amistad Dr.
Conroe St.
Spence Dr.
Durango Dr.
Bent Tree Tr.
Homestead Blvd.
Homestead Blvd.
Rosewood Dr.
Rattler Ln.
Wrangler Ln.
Ashdown Pl.
Cuthbert Ave.
Beachwood St.
Calumet St.
Mayfield Pl.
Buffalo Gap (both intersections)
Anetta Dr.
Bentwood Dr.
Eisenhower Dr.
Raymond Rd.
Deer Run Ave.
Holiday Hill Rd.
Riverside Dr.
Bentwood Dr.
"L" St.
Mann St.
Chapel Hill
Six Flags
Eugene Ave.
George Ave.
Hamby Ave.

ON

Bryant St.
Bryant St.
Bryant St.
Buchanan Pl.
Buffalo Ct.
Buffalo Gap
Buffalo Gap
Buffalo Gap
Bunche St.
Burchill Dr.
Burchill Dr.
Burchill Dr.
Burchill Dr.
Burchill Dr.
Burchill Dr.
Burchill Dr.
Burchill Dr.
Burgandy Dr.
Burleson St.
Burleson St.
Burleson St.
Burleson St.
Burleson St.
Burnett Ln.
Butler Ave.
Butler Ave.
Butternut Ln.
Butternut Ln.
Butternut Ln.
"C" St. (northbound traffic)
"C" St. (southbound traffic)
"C" St.
"C" St.
"C" St.
"C" St.
"C" St.
"C" St. (northbound traffic)
"C" St. (southbound traffic)
"C" St.
"C" St.
"C" St.
"C" St.
Caldera Dr.
Calen Ct.
Calhoun St.
Calhoun St.
Calhoun St.
Calhoun St.
Calhoun St.
Calhoun St.
California Ave.

AT

Hart Ave.
Humble Ave.
Jax Ave.
Rio Grande Ave.
Ranch Hand Dr.
Lone Star Ln.
Occidental Pkwy.
Rattler Ln.
California Ave.
Anetta Dr.
Brookdale Dr.
Comanche Dr.
Erie Dr.
Parkdale Dr.
Pasadena Dr.
Pleasant Dr.
Wilshire Dr.
Stonebridge Dr.
Brunson Ave.
College Ave.
Holloway Ave.
Kentucky Ave.
Washington Ave.
Lone Star Ln.
Baird St.
Main St.
Jackson St.
Oak Ave.
Pecan Ave.
College Ave.
College Ave.
Cuthbert Ave.
Douglas Ave.
Golf Course Rd.
Gulf Ave.
Indiana Ave.
Indiana Ave.
Louisiana Ave.
Michigan Ave.
Missouri Ave.
Stanolind Ave.
Melville Dr.
Ridgefield Ct.
California Ave.
Indiana Ave.
Kentucky Ave.
Orchard Ln.
Pennsylvania Ave.
Washington Ave.
Camp St.

ON

California Ave.
California Ave.
California Ave.
California Ave.
California Ave.
California Ave.
California Ave.
California Ave.
Camarie Ave.
Camarie Ave.
Camarie Ave.
Camarie Ave.
Camarie Ave.
Camino Reale
Camino Reale
Camino Reale
Camp St.
Camp St.
Camp St.
Camp St.
Camp St.
Camp St.
Camp St.
Camp St.
Camp St.
Canadian Ave.
Canadian Ave.
Candice Rd.
Candle Tree Cv.
Candlestick Dr.
Canemont Dr.
Canemont Dr.
Canterbury Dr.
Canterbury Dr.
Canyon Dr. (both intersections)
Canyon/Devonian Dr.
Cape Cod Ln.
Carbondale Ct.
Cardinal Ln.
Cardinal Ln.
Carlton St.
Carlton St.
Carlton St.
Carlton St.
Carlton St.
Carmel Ct.
Carnation Ave.
Carnation Ave.
Carpenter Ct. / Way
Carpenter Way
Carriage Rd.

AT

Carver St.
Dallas St.
Jackson St.
Main St.
Marienfeld St.
Tilden St.
Weatherford St.
Webster St.
Lanham St.
Mogford St.
Tarleton St.
Ward St.
Whitney Dr.
Crowley Blvd.
Guadalupe St.
Llano Ct.
Carter Ave.
Collins Ave.
Dakota Ave.
Francis Ave.
Griffin Ave.
Industrial Ave.
Marlin St.
New Jersey Ave.
Amistad Dr.
Spence Dr.
Tower Rd.
Melville Dr.
Hall of Fame Blvd.
Gleneagles Dr.
Tremont Ave.
Kensington Ln.
Polo Pkwy.
Raymond Rd.
Spraberry Dr.
Providence Dr.
Gunnison Dr.
Oriole Dr.
Polo Club Rd.
Brunson Ave.
College Ave.
Holloway Ave.
Kentucky Ave.
Washington Ave.
Llano Ct.
Avalon Dr.
Golden Gate Dr.
Brown Heart Ln.
Oriole Dr.
Occidental Pkwy.

ON

Carrington Ct.
Carrizo St.
Carrizo St.
Carrizo St.
Carrizo St.
Carrizo St.
Carrizo St.
Carrizo St.
Carter Ave.
Carver St.
Carver St.
Carver St.
Casa Grande Tr.
Casa Grande Tr.
Casa Verde Ct.
Casady Ct.
Cascade Ct.
Casper Ct.
Castle Pine Rd.
Castleford Rd.
Castleford Rd.
Castleford Rd.
Castleford Rd.
Castleford Rd.
Castlerock Ct.
Cattleman Dr.
Cattleman Dr.
Cattleman Dr.
Cedar Ave.
Cedar Ave.
Cedar Ave.
Cedar Creek Rd.
Cedar Creek Rd.
Cedar Spring Dr.
Cedar Spring Dr.
Centerview
Centerview
Century Dr.
Cerrillos Ave.
Cerrillos Ave.
Cessna Dr.
Cessna Dr.
Cessna Dr.
Cessna Dr.
Cessna Dr.
Chadwick Ct.
Champion Ave.
Chapel Hill Dr.
Chapel Hill Dr.
Chapel Hill Dr.

AT

Rustic Tr.
Cuthbert Ave.
Louisiana Ave.
Michigan Ave.
Missouri Ave.
Nobles Ave.
Ohio Ave.
Storey Ave.
Garfield St.
Dormard Ave.
Golf Course Rd.
Indiana Ave.
Guadalupe St.
Llano Ct.
San Clemente Dr.
St. Andrews Ct.
Douglas St.
Trevino St.
Spence Dr.
Chapel Hill Dr.
Lancashire Rd.
Los Alamitos Rd.
Melville Dr.
Polo Pkwy.
Durango Dr.
Lone Star Ln.
Occidental Pkwy.
Randolph Ln.
Cottonwood Ave.
Main St.
Tyler St.
Cooper Creek Dr.
Stonebridge Dr.
Devonian Dr.
Raymond Rd.
Greenridge
Windrift
Comanche Dr.
Baca St.
Magellan St.
Fannin Ave.
Neely Ave.
Sentinel Dr.
Shell Ave.
Stanolind Ave.
Ridgefield Ct
San Felipe Dr.
Bluebird Ln.
Faulkner Dr.
Keswick Rd.

ON

Chaparral St.
Chaps Ln.
Chaps Ln.
Charismatic Dr.
Charismatic Dr.
Charles Dr.
Chatham Ct.
Checotah
Checotah
Chelsea Pl.
Chelsea Pl.
Cherokee Dr.
Cherry Ln.
Cherry Ln.
Cherry Ln.
Cherrywood Dr.
Cherrywood Dr.
Cherrywood Dr.
Cherrywood Ct.
Chesley Ct.
Chestnut Ave.
Chestnut Ave.
Cheyenne St.
Chickasaw
Chickasaw
Choate Pl.
Choctaw
Choctaw Ct.
Choctaw
Choctaw
Cholla Rd.
Chon Cv.
Chretien Pl.
Chuck Wagon
Cimmaron Ave.
Cimmaron Ave.
Cimmaron Ave.
Cimmaron Ave.
Cimmaron Ave.
Cimmaron Ave.
Cimmaron Ave.
Cimmaron Ave.
Cimmaron Ave.
Cimmaron Ave.
Cimmaron Ave.
Cimmaron Ave.
Cimmaron Ave.
Cimmaron Ave.
Cimmaron Ave.

AT

Beachwood St.
Avalon Dr.
Longhorn Ln.
Alysheba Ln.
Secretariat St.
Rustic Tr.
Ward St.
Choctaw
Kanawha
Mayfield Pl.
Whitman Dr.
Eisenhower Dr.
Carver St.
Tilden St.
Tyler St.
Briarpath Dr.
Lemonwood Dr.
Northcrest Dr.
Oriole Dr.
Rustic Tr.
Carver St.
Tilden St.
Alkan St.
Pueblo
Tejas
Trinity Dr.
Daybreak Way
Lumina Dr.
Navajo
Overshine Ln.
Pueblo
Antelope Tr.
Lindora Way
Belle Grove Ct.
Big Bend Country
Dengar Ave.
Godfrey St.
"T" St.
Mogford St.
Lanham St.
Mark Ln.
McDonald Dr.
Racquet Club Dr.
Rees Ln.
Shandon Ave.
Tarleton St.
Ward St.
Wedgewood St.
Ward St.
Whitney Dr.

ON

Cindy Pl.
Cisco St.
Claremont Dr.
Claremont Dr.
Clarewood Dr.
Clarewood Dr.
Clark St.
Clark St.
Clark St.
Clark St.
Clay St.
Clay St.
Clay St.
Clayton Ct.
Cloud Ave.
Cloudcroft Ct.
Club Dr.
Club Dr.
Co. Rd. 1220 S.
Co. Rd. 83
Coliseum Ct.
College Ave.
College Ave.
College Ave.
Collins Ave.
Collins Ave.
Collins Ave.
Collins Ave.
Colonel Ct.
Colonial Oaks Ct.
Colony Rd.
Colony Rd.
Colony Rd.
Colony Rd.
Colorado St.
Colorado St.
Colorado St.
Colorado St.
Colorado St.
Colorado St.
Colorado St.
Colorado St.
Colorado St.
Colorado St.
Colorado St.
Colorado St.
Colorado St.
Colorado St.
Colorado St.
Colorado St.
Colorado St.

AT

Wydeewood Dr.
Arapahoe Rd.
Mark Ln.
Tremont Ave.
Greenville Cir.
Wood Dr.
Brunson Ave.
Franklin Ave.
Kentucky Ave.
Washington Ave.
California Ave.
Indiana Ave.
Orchard Ln.
Whittle Way
Edwards St.
Mark Ln.
Crest Dr.
Nobles Ave.
Industrial Ave.
Co. Rd. 1162
Riverfront Dr.
Clark St.
"G" St.
Indiana Ave.
Johnston St.
McKenzie St.
Main St.
Pratt St.
Leather Ln.
Dunbarton Oaks Blvd.
Arlington Rd.
Bunker Hill Rd.
Founders Rd.
Victory Pkwy.
Collins Ave.
Cuthbert Ave.
Dakota Ave.
Francis Ave.
Gist Ave.
Hicks Ave.
Kansas Ave.
Louisiana Ave.
Michigan Ave.
Missouri Ave.
New Jersey Ave.
New York Ave.
Pennsylvania Ave.
Rhode Island Ave.
Stokes Ave.
Taylor Ave.

ON

Colorado St.
Colt Ct.
Columbian Dr.
Columbian Dr.
Columbian Dr.
Comal Dr.
Comiskey Ct.
Commerce Dr.
Commerce Dr.
Commonwealth Rd.
Commonwealth Rd.
Community Ln.
Community Ln.
Community Ln.
Community Ln.
Compton Dr.
Compton Dr.
Concho Dr.
Concho Dr.
Concho Dr.
Concord Ave.
Connell St.
Connell St.
Connell St.
Connell St.
Connell St.
Connell St.
Connell St.
Connell St.
Connell St.
Conquistador Ct.
Conroe Ct.
Conroe St.
Conroe St.
Conroe St.
Constitution Way
Constitution Way
Convair Ct. / Dr. (both intersections)
Convair Dr.
Cooper Creek Rd.
Cooperstone Ct.
Copper Sky Ct.
Copper Sky Ct.
Copus St.
Cord Dr.
Corona
Coronado Ct.
Corporate Dr.
Corral Dr.
Corral Dr.
Corral Dr.
Corsair Ct.

AT

Washington Ave.
Candlestick Dr.
Canyon Dr.
Howard Dr.
Waverly Dr.
Navasota Dr.
Riverfront Dr.
I-20 N. Frontage Rd.
Industrial Ave.
Arlington Rd.
Victory Pkwy.
"D" St.
"H" St.
"J" St.
"N" St.
Haynes Ave.
Lehigh Dr.
Amistad Dr.
Mathis St.
Spence Dr.
Lanham St.
Carter Ave.
Collins Ave.
Dakota Ave.
Griffin Ave.
Industrial Ave.
New Jersey Ave.
Taylor Ave.
Cerrillos Ave.
Rio Grande Dr.
Canadian Ave.
Lavaca Ave.
Rio Grande Dr.
Patriot Pkwy.
Victory Pkwy.
Stonebridge Dr.
Torrey Vista Dr.
Solomon Ln.
Daybreak Way
Daybreak Way
Lumina Ct.
Pecan Ave.
Apperson Dr.
Costa Mesa
Camino Reale
Edwards St.
Buffalo Gap
Occidental Pkwy.
Yellow Rose Ct.
Island Dr.

Costa Mesa Ln.
Costa Mesa Ln.
Costa Mesa Ln.
Cotton Flat Rd.
Cotton Tail Ct.
Cottonwood Ave.
Cottonwood Ave.
Cottonwood Ave.
Cottonwood Ave.
Country Club Dr.
Country Club Dr.
Country Club Dr.
Country Club Dr.
Country Club Dr.
Country Club Dr.
Country Club Dr.
Country Club Dr.
Country Club Dr.
Country Club Dr.
Country Club Dr.
Country Club Dr.
Country Club Dr.
Country Club Dr.
Country Club Dr.
Courage Pl.
Courage Pl.
Courtney Ct.
Covington Ct.
Cowboy Dr.
Cowden Ave.
Cowden Ave.
Cowden Ave.
Cowden Ave.
Cowden Ave.
Cranston Pl.
Crenshaw Dr.
Crescent Dr.
Crescent Dr.
Crescent Dr.
Crescent Dr.
Crest Dr.
Crest Dr.
Crestdale St.
Crestdale St.
Crestdale St.
Crested Butte Ct.
Crestfield St.
Crestgate Ave.
Crestgate Ave.
Crestgate Ave.
Crestgate Ave.
Crestline Ave.

Escondido
Navasota Dr.
San Pedro
Industrial Ave.
Buffalo Gap
Barber St.
Edwards St.
Golf Course Rd.
Main St.
"B" St.
E. Broadway St.
W. Broadway St.
"D" St.
Delmar St.
"G" St.
Idlewilde Dr.
"L" St.
Lanham St.
Mogford St.
"N" St.
Ward St.
Woodcrest Dr.
Founders Rd.
Victory Pkwy.
Rustic Tr.
Jordy Rd.
Lone Star Ln.
Carver St.
Dallas St.
Edwards St.
Jackson St.
Main St.
Crowley Blvd.
Palmer Dr.
Bentwood Dr.
Dewberry Dr.
Eisenhower Dr.
Glenwood Dr.
Club Dr.
Ridglea Dr.
Crestgate Ave.
Crestridge Dr.
Crestwood Ave.
Gunnison Dr.
Crestgate Ave.
Crestdale St.
Crestfield St.
Crestway Ln.
Gateway St.
Crestway Ln.

ON

Crestmont Dr.
Crestmont Dr.
Crestview Rd.
Crestview Rd.
Crestview Rd.
Crestview Rd.
Crestview Rd.
Crestview Rd.
Crestview Rd.
Crestview Rd.
Crestview Rd.
Crestway Ln.
Crestwood Ave.
Crista Ln.
Crista Ln.
Crockett Ave.
Crockett Ave.
Crockett Ave.
Crosley Ct.
Crosley Ct.
Cross Pointe Dr.
Crowley Blvd.
Crowley Blvd.
Crowley Blvd.
Crowley Blvd.
Crowley Blvd.
Crowley Blvd.
Crowley Blvd.
Crown Point Ct.
Crystal Sky Ln.
Culross Ln.
Culross Ln.
Culver Dr.
Culver Dr.
Culver Dr.
Cumberland Dr.
Cumberland Dr.
Cunningham Dr.
Cunningham Dr.
Cunningham Dr.
Cunningham Dr.
Cuthbert Ave.
Cuthbert Ave.
Cuthbert Ave.
Cuthbert Ave.
Cuthbert Ave.
Cypress Ct.
"D" St.
"D" St.

AT

Tremont Ave.
Whittle Way
Delano Ave.
Kansas Ave.
Kessler Ave.
Louisiana Ave.
Mariana Ave.
Michigan Ave.
Ohio Ave.
Roosevelt Ave.
Storey Ave.
Travis Ave.
Crestgate Ave.
Crestfield St.
Bluebird Ln.
Caldera Blvd.
Bentwood Dr.
Edgewood Dr.
Goliad Dr.
Avalon Dr.
Candlestick Dr.
Briarwood Ave.
Frio Dr.
Grassland Blvd.
Hereford Blvd.
Heritage Blvd.
Highland Blvd.
Rio Grande Ave.
Wadley Ave.
L'Enfant Ln.
Daybreak Way
Berkeley Trail
Oriole Dr.
Fannin Ave.
Neely Ave.
Sentinel Dr.
Neely Ave.
Ventura Ave.
Canyon Dr.
Holly Dr.
Howard Dr.
Waverly Dr.
Carver St.
Jackson St.
Maberry St.
Main St.
Mogford St.
Teakwood Trace
College Ave.
Cuthbert Ave.

"D" St.
 "D" St.
 "D" St.
 "D" St.
 "D" St.
 "D" St.
 "D" St.
 "D" St.
 "D" St.
 Dahlia Ave.
 Dahlia Ave.
 Daisy Rd.
 Dakota Ave.
 Dakota Ave.
 Dakota Ave.
 Dakota Ave.
 Dakota Ave.
 Dakota Ave.
 Dakota Ave.
 Dakota Ave.
 Dakota Ave.
 Dakota Ave.
 Dakota Ave.
 Dakota Ave.
 Dakota Ave.
 Dallas St.
 Dallas St.
 Dallas St.
 Dallas St.
 Dallas St.
 Dallas St.
 Dallas St.
 Dallas St.
 Dallas St.
 Dallas St.
 Dallas St.
 Dallas St.
 Dallas St.
 Dallas St.
 Dallas St.
 Dallas St.
 Dallas St.
 Dallas St.
 Dalton Dr.
 Dalton Dr.
 Dartmouth Dr.
 Dartmouth Dr.
 Daventry Rd.
 Daventry Rd.
 Davies Ct.

Douglas Ave.
Golf Course Rd.
Harvard Ave.
Humble Ave.
Indiana Ave.
Louisiana Ave.
Michigan Ave.
Missouri Ave.
Neely Ave.
Avalon Dr.
Golden Gate Dr.
Victory Pkwy.
Atlanta St.
Baird St.
Dallas St.
Fort Worth St.
Goode St.
Jefferson St.
Johnston St.
“L” St.
Main St.
Marshall St.
Mineola St.
Terrell St.
Weatherford St.
Cuthbert Ave.
Garden Ln.
Golf Course Rd.
Hamby Ave.
Hicks Ave.
Indiana Ave.
Kansas Ave.
Kentucky Ave.
Michigan Ave.
New Jersey Ave.
New York Ave.
Louisiana Ave.
Nobles Ave.
Ohio Ave.
Parker Ave.
Pennsylvania Ave.
Taylor Ave.
Washington Ave.
Lanham St.
Noel Ave.
Culpeper Dr.
Lanham St.
Castleford Rd.
Lancashire Rd.
Brown Heart Ln.

ON

Davis Ave.
Davis Ave.
Davis Ave.
Davis Ave.
Dawn Cir. (both intersections)
Daybreak Way
Daybreak Way
Daybreak Way
Daybreak Way
Deauville Blvd.
Deauville Blvd.
Deauville Blvd.
Debbie Cv.
Deeanna Ln.
Deeanna Ln.
Deer Run Ave.
Deer Run Ave.
Delaney
Delano Ave.
Delano Ave.
Delano Ave.
Delano Ave.
Delano Ave.
Dellwood St.
Dellwood St.
Delmar Dr.
Delmar Dr.
Delmar Dr.(northbound only)
Delmar St.
Dengar Ave.
Dengar Ave.
Dengar Ave.
Dengar Ave.
Dengar Ave.
Dengar Ave.
Dengar Ave.
Dengar Ave.
Dengar Ave.
Dengar Ave.
Dengar Ave.
Dengar Ave.
Dentcrest Dr.
Dentcrest Dr.
Dentcrest Dr. (southern most intersection)
Dentcrest Dr.
Denton St.
Denton St.
Denton St.
Desert Rose Dr. (both intersections)

AT

Adams St.
Carver St.
Lamesa Rd.
Lee St.
Haynes Ave.
Moroni St.
Ojibwa
Ridge View St.
Sunrise Way
Avalon Dr.
Loop 250 Southbound Frontage Rd.
Tradewinds Blvd.
Fredna Pl.
Crowley Blvd.
Hereford Blvd.
Hilltop Dr.
Riverside Dr.
Val Verde Dr.
E. Circle Dr.
Holly Dr.
Powell St.
Roosevelt Dr.
Tanner Dr.
Baumann Ave.
Kansas Ave.
Leddy Dr.
Cuthbert Ave.
Lockheed Ave.
Storey Ave.
Barber St.
Edwards St.
"T" St.
Lanham St.
Loma Dr.
Main St.
Mark Ln.
Neely Ave.
Pecos St.
Tarleton St.
Ward St.
Whitney Dr.
Wydewood Dr.
Tremont Ave.
Whittle Way
Whittle Way
Wydewood Dr.
Bedford Ave.
Cuthbert Ave.
Douglas Ave.
Stonebridge Dr.

ON

Desert Rose Dr.
Desta Dr. (both intersections)
Devlin Pl.
Devonian Dr.
Devonian Dr.
Devonian Dr.
Devonian Dr.
Devonshire Ct.
Dewberry Dr.
Dogwood Ct.
Donald St.
Donald St.
Donald St.
Dora Pl.
Dormard Ave.
Dormard Ave.
Dormard Ave.
Dormard Ave.
Dormard Ave.
Dorsey Ave.
Dorsey Ave.
Douglas Ave.
Douglas Ave.
Douglas Ave.
Douglas Dr.
Douglas Dr.
Douglas Dr.
Douglas Ave.
Douglas Ave.
Douglas Ave.
Douglas Ave.
Douglas Ave.
Douglas Ave.
Douglas Ave.
Douglas Ave.
Douglas Ave.
Dowdle Dr.
Dowdle Dr.
Downing Ave.
Downing Ave.
Draw Ct.
Drexel Ct.
Dukes Dr.
Dunbar St.
Dunbar St.
Dunbarton Oaks Blvd.

AT

Torrey Vista Dr.
Smith Rd.
Crowley Blvd.
Cedar Spring Rd.
Monty Dr.
Raymond Rd.
Tanner Dr.
Richmond Dr.
Leisure Dr.
Driftwood Dr.
Illinois Ave.
Wall St.
Willeys Ave.
Neely Ave.
Boardwalk
Edwards St.
Loma Ave.
Main St.
Pecos St.
Loma Dr.
Pecos St.
Alpine St.
Austin St.
"B" St.
Boeing Dr.
Cessna Dr.
Culver Dr.
"D" St.
Delmar Ave.
"H" St.
"J" St.
"L" St.
McDonald St.
"N" St.
Northrup Dr.
Tarleton St.
Upland St.
Ward St.
Whitney Dr.
Woodcrest Dr.
Neely Ave.
Ventura Ave.
Norwood St.
Stratton Dr.
Ranch Ave.
Heritage Blvd.
Polo Pkwy.
Cuthbert Ave.
Willingham Dr.
Mockingbird Ln.

Dunblane Dr.
Dunblane Dr.
Dunkirk St.
Dunkirk St.
Dunraven Ct.
Dupont Ct.
Durant Dr.
Durant Dr.
Durant Dr.
Dyer Cir.
“E” St.
“E” St.
“E” St.
“E” St.
E. Broadway St.
E. Broadway St.
E. Broadway St.
E. Broadway St.
E. Broadway St.
E. Circle Dr.
E. Industrial Loop
Earhart Dr. (both intersections)
Edgewood Dr.
Eastview Dr.
Eastwood Dr.
Eastwood Dr.
Edgebrook Dr./Ct.
Edgebrook Dr./Pl.
Edgemont Dr.
Edgemont Dr.
Edgewood Dr.
Edgewood Dr.
Edgewood Dr.
Edgewood Dr.
Edinburgh Dr.
Edinburgh Dr.
Edwards St.
Edwards St.
Edwards St.
Edwards St.
Edwards St.
Edwards St.
Edwards St.
Edwards St.
Edwards St.
Edwards St.
Edwards St.
Edwards St.
Eisenhower Dr.
Eisenhower Dr.
Eisenhower Dr.

Dumfries Rd.
Trobaugh Blvd.
Downing Ave.
Lehigh Dr.
Deer Run Ave.
McPherson Ln.
Maxwell Dr.
Ward St.
Whitney Dr.
Haynes Ave.
College Ave.
Indiana Ave.
Missouri Ave.
Washington Ave.
Cuthbert Ave.
Harvard Ave.
Louisiana Ave.
Michigan Ave.
Storey Ave.
Delano Ave.
Industrial Ave.
La Force Blvd.
Monty Dr.
Bluebird Ln. (northbound)
Ric Dr.
Storey Ave.
Rockwood Dr.
Valwood Dr.
Tremont Ave.
Whittle Way
Cuthbert Ave.
Dewberry Dr.
Eisenhower Dr.
Glenwood Dr.
Dumfries Rd.
Trobaugh Blvd.
Cedar Ave.
Cuthbert Ave.
Dormard Ave.
Golf Course Rd.
Mississippi Ave.
Oak Ave.
Parker Ave.
Pecan Ave.
Pine Ave.
Shandon Ave.
Spruce Ave.
Anetta Dr.
Comanche Dr.
Edgewood Dr.

ON

Eisenhower Dr.
Elizabeth Ave.
Elizabeth Ave.
Elizabeth Ave.
Elizabeth Ave.
Elizabeth Ave.
Elk Ave.
Elm Ave.
Elm Ave.
Elm Ave.
Elma Dr.
Elma Dr.
Elma Dr.
Emerson Dr. / Ct.
Emerson Dr.
Emerson Ln.
Emerson Pl.
English Dr.
English Dr.
Erie Dr.
Erie Dr.
Erie Dr.
Erie Dr.
Escondido
Estes Ave.
Estes Ave.
Estes Ave.
Estes Ave.
Estes Ave.
Estes Ave.
Estes Ave.
Estes Ave.
Eugene Ave.
Everglade Ave.
Everglade Ave.
Evergreen Ave.
Evergreen Ave.
Executive Ct.
Exeter Ave.
"F" St.
"F" St.
"F" St.
"F" St.
"F" St.
"F" St.
"F" St.
Fairbanks Dr.
Fairfax Ct.
Fairfield Ln.
Fairfield Ln.

AT

Graceland Dr.
Baldwin St.
Carlton St.
Clark St.
Key St.
Mann St.
"B" St.
Barber St.
Edwards St.
Main St.
Aspen Dr.
Whittle Way
Wydewood Dr.
Lanham St.
Ward St.
Ward St.
Whitney Dr.
Benton St.
Golf Course Rd.
Devonian Dr.
Eisenhower Dr.
Graceland Dr.
Meadow Dr.
Frio Dr.
Carver St.
Colorado St.
Dallas St.
Jackson St.
Main St.
Marienfeld St.
Pecos St.
Whitaker St.
Marienfeld St.
Lindora Way
Wydewood Dr.
Avalon Dr.
Golden Gate Dr.
Island Dr.
Ward St.
College Ave.
Cuthbert Ave.
Indiana Ave.
Kentucky Ave.
Louisiana Ave.
Michigan Ave.
Missouri Ave.
Mark Ln.
Ward St.
Mayfield Pl.
Whitman Dr.

ON

Fairgate Dr.
Fairgreen Ct.
Fairgrounds Rd.
Fairgrounds Service Rd.
Fairhaven Ct.
Fairmont Dr.
Fairmont Dr.
Fairview Ln.
Fairview Ln.
Fairview Ln.
Fairwood Dr./Ct.
Fairwood Dr./Pl.
Falcon Pl.
Fall Creek
Fannin Ave.
Fannin Ave.
Fannin Ave.
Fannin Ave.
Fannin Ave.
Fannin Ave.
Fannin Ave.
Fannin Ave.
Fannin Ave.
Fannin Ave.
Fargo Ave.
Fargo Ave.
Fargo Ave.
Fasken Dr.
Feldspar Ln.
Feldspar Ln.
Fern Ave.
Fern Ave.
Fiddler Rd.
Fiddler Rd.
Fieldcrest Ln.
Fieldcrest Ln.
Fielder St.
Fields Pl.
Fiesta Ave.
Fisher St.
Flare Ct.
Flatland Ct.
Flicker Dr.
Floyd Ct.
Foggy Bottom Ct.
Fort Worth St.
Fort Worth St.
Fort Worth St.
Fort Worth St.
Fort Worth St.
Fort Worth St.

AT

Mark Ln.
Fairbanks Dr.
Mockingbird Ln.
Rattler Ln.
Whittle Way
Anetta Dr.
Waverly Dr.
Castleford Rd.
Chapel Hill Dr.
Keswick Rd.
Rockwood Dr.
Valwood Dr.
Concho Dr.
Sandstone Dr.
Dengar Ave.
Lanham St.
Mark Ln.
McDonald Dr.
Mogford St.
Rees Ln.
Tarleton St.
Ward St.
Whitney Dr.
Boulder Dr.
Norwood St.
Stillmeadow Dr.
Anetta Dr.
Granite Ln.
Quartz Ln.
Avalon Dr.
Golden Gate Dr.
Ranch Ave.
Southwest St.
Northfield Dr.
Woodhaven Dr.
Crestgate Ave.
Keswick Rd.
Edwards St.
Francis Ave.
Lanham St.
Brush Dr.
Sparhawk Dr.
Trevino St.
McPherson Ln.
California Ave.
Cuthbert Ave.
Gist Ave. (northbound)
Golf Course Rd.
Hicks Ave.
Indiana Ave.

ON

Fort Worth St.
Fort Worth St.
Fort Worth St.
Fort Worth St.
Fort Worth St.
Fort Worth St.
Fort Worth St.
Fort Worth St.
Fort Worth St.
Fort Worth St.
Fort Worth St.
Fort Worth St.
Fort Worth St.
Fort Worth St.
Fort Worth St.
Fort Worth St.
Fort Worth St.
Fort Worth St.
Fort Worth St.
Fortitude Ct.
Founders Rd.
Founders Rd.
Fox Hollow Ct.
Foxboro Ct.
Francis Ave.
Francis Ave.
Francis Ave.
Francis Ave.
Francis Ave.
Franklin Ave.
Franklin Ave.
Franklin Ave.
Franklin Ave.
Franklin Ave.
Franklin Ave.
Fredna Pl.
Fredna Pl.
Freedom Ct.
Freeport Ln.
Freeport Ln.
Friar Tuck Ct.
Friendship
Fringewood Dr.
Frontier Dr.
Frontier Dr.
Frontier Dr.
Frontier Dr.
Frost Pl.
"G" St.
"G" St.
"G" St.

AT

Kentucky Ave.
Longview Ave. (northbound)
Louisiana Ave.
Michigan Ave.
Mississippi Ave.
New Jersey Ave.
New York Ave.
Parker Ave.
Peck Ave. (southbound)
Pennsylvania Ave.
Stokes Ave. (northbound)
Stokes Ave. (southbound)
Summit Ave. (northbound)
Summit Ave. (southbound)
Taylor Ave.
Washington Ave.
Wolcott Ave. (northbound)
Wolcott Ave. (southbound)
Patriot Pkwy.
Commonwealth Rd.
Patriot Pkwy.
Greenbriar Dr.
Meadowpark Dr.
Baird St.
Belmont St.
Camp Dr.
Colorado St.
Main St.
Crestview Rd.
E. Circle Dr.
Kelly St.
Powell St.
Walker St.
Williams St.
Dengar Ave.
Neely Ave.
Beal Pkwy.
Nassau Dr.
Shell Ave.
Widener Strp.
Brush
Homestead Blvd.
Fannin Ave.
Lanham St.
Ward St.
Whitney Dr.
Castleford Pl.
Bedford Ave.
Community Ave.
Cuthbert Ave.

ON

"G" St.
"G" St.
"G" St.
"G" St.
"G" St.
"G" St.
"G" St.
Gallop Ct.
Gambles Quail Rd.
Gambles Quail Rd.
Garden Ln.
Garden Ln.
Garden Ln.
Garden Ln.
Garden Ln.
Garfield St.
Garfield St.
Garrett Dr.
Gaston Dr.
Gaston Dr.
Gaston Dr.
Gaston Dr.
Gateway St.
George Ave.
George Ave.
George Yard Ct. / Ln.
Geraldine St.
Geraldine St.
Geraldine St.
Gist Ave.
Gist Ave.
Gist Ave.
Gladewood Dr.
Gladewood Dr.
Gladiola Ave.
Gladiola Ave.
Glasgow Dr.
Glasgow Dr.
Glen Mist Dr.
Glen Mist Dr.
Gleneagles Ct.
Gleneagles Dr.
Gleneagles Dr.
Glenwood Dr.
Glenwood Dr.
Goddard Dr. / Ct.
Goddard Dr.
Goddard Pl.
Goddard Pl.
Godfrey St.

AT

Douglas Ave.
Golf Course Rd.
Harvard Ave.
Industrial Ave.
Louisiana Ave.
Michigan Ave.
Missouri Ave.
San Francisco Ave.
Mearns Ct.
Mountain Quail Rd.
Dallas St.
Fairgrounds Rd.
Fort Worth St.
Terrell St.
Tilden St.
Bluebird Ln.
Carter Ave.
Navasota Dr.
Delano Ave.
Godfrey St.
Monty Dr.
Raymond Rd.
Caldera Blvd.
Marienfeld St.
Pecos St.
Deer Run Ave.
Gulf Ave.
Neely Ave.
Shell Ave.
E. Industrial Loop
Main St.
Terrell St.
Homestead Blvd.
Prairie Ridge Dr.
Avalon Dr.
Golden Gate Dr.
Dumfries Rd.
Trobaugh Blvd.
Fringewood Dr.
Gladewood Dr.
Greenbriar Dr.
Greenbriar Dr.
Mark Ln.
Edgewood Dr.
Leisure Dr.
Lanham St.
Ward St.
Meadowbrook Dr.
Whitney Dr.
Avondale Dr.

ON

Godfrey Ct.
Godfrey St.
Godfrey St.
Godfrey St.
Godfrey St.
Godfrey St.
Godfrey St.
Godfrey St.
Godfrey St.
Godfrey St.
Golden Gate Dr.
Golf Course Rd.
Golf Course Rd.
Golf Course Rd.(westbound)
Goliad Dr.
Goliad Dr.
Goliad Dr.
Goode St.
Goode St.
Goode St.
Gossett St.
Gossett St.
Graceland Dr.
Graceland Dr.
Graceland Dr.
Graham Dr.
Grainger Rd.
Grainger Rd.
Grainger Rd.
Grassland Blvd.
Grassland Blvd.
Greathouse Ave.
Greathouse Ave.
Greathouse Ave.
Greathouse Ave.
Greenbriar Ave.
Greenbriar Dr.
Greenbriar Dr.
Greenbriar Dr.
Greenridge
Greenville Dr.
Griffin Ave.
Griffin Ave.
Griffin Ave.
Griffin Ave.
Griffin Ave.
Griffin Ave.
Griffin Ave.

AT

Godfrey St.
Cuthbert Ave.
Douglas Ave.
Haynes Ave.
Louisiana Ave.
Neely Ave.
Northfield Dr.
Roosevelt Ave.
Shandon Ave.
St. Andrews Dr.
Tanner Dr.
Briarwood Ave.
Elkins Rd.
Main St.
Scharbauer Dr.
Crockett Ave.
Cuthbert Ave.
Ric Dr.
Carter Ave.
Francis Ave.
Montgomery Ave.
Indiana Ave.
Missouri Ave.
Beal Pkwy.
Bentwood Dr.
Eisenhower Dr.
Palmer Dr.
Cedar Creek Rd.
Milltown Rd.
Porterfield Rd.
Crowley Blvd.
W. Heritage Blvd.
Brown Heart Ln.
Hilltop Dr.
Mathis St.
Spence Dr.
Hyde Park Ave.
Radcliff Ct.
Springfield Ct.
St. Andrews Dr.
Heritage Blvd.
Valwood Dr.
Colorado St.
Dallas St.
Fort Worth St.
Goode St.
Johnston St.
Main St.
Terrell St.
Weatherford St.

Griffith Ct. / Dr.
Griffith Dr.
Guadalupe St.
Guadalupe St.
Guadalupe St.
Guadalupe St.
Gulf Ave.
Gulf Ave.
Gulf Ave.
Gulf Ave.
Gulf Ave.
Gulf Ave.
Gulf Ave.
Gulf Ave.
Gulf Ave.
Gulf Ave.
Gulf Ave.
Gulf Ave.
Gulf Ave.
Gulf Ave.
Gulf Ave.
Gulf Ave.
Gulf Ave.
Gulf Ave.
"H" St.
"H" St.
"H" St.
"H" St.
"H" St.
"H" St.
"H" St.
"H" St.
"H" St.
"H" St.
"H" St.
"H" St.
"H" St.
"H" St.
"H" St.
Hackberry Ct.
Hagen Ct.
Half Moon Cir.
Hall of Fame Blvd.
Hall of Fame Blvd.
Hall of Fame Blvd.
Hall of Fame Blvd.
Hamby Ave.
Hamby Ave.
Hamby Ave.
Hamby Ave.
Hamby Ave.
Hamby Ave.
Hamby Ave.

Candlestick Dr. / Nolan Ryan Dr.
Deauville Blvd.
Frio Dr.
Los Patios Dr.
Rio Grande Ave.
San Saba Ct.
Cessna Dr.
Culver Dr.
"D" St.
Godfrey St.
Hughes St.
Huntington St.
"T" St.
"L" St.
Lanham St.
McDonald Dr.
Mark Ln.
Mogford St.
"N" St.
Northrup Dr.
Tarleton Dr.
Ward St.
Whitney Dr.
Winfield Rd.
Bedford Dr.
College Ave.
Golf Course Rd.
Humble Ave.
Indiana Ave.
Michigan Ave.
Missouri Ave.
Neely Ave.
Ohio Ave.
Princeton Ave.
Tennessee Ave.
Washington Ave.
Teakwood Trace
Beal Pkwy.
Riverside Dr.
Arlington Rd.
Avalon Dr.
Riverfront Dr. / Shea Ln.
Victory Pkwy.
Carver St.
Edwards St.
Ft. Worth St.
Jackson St.
Main St.
Marienfeld St.
Tyler St.

ON

Harlowe Dr.
Harlowe Dr.
Harlowe Dr.
Harmony Dr.
Harmony Dr.
Harrier Dr.
Hart Ave.
Hart Ave.
Harvard Ave.
Harvard Ave.
Harvard Ave.
Harvard Ave.
Harvard Ave.
Harvard Ave.
Harvard Ave.
Harvard Ave.
Harvard Ave.
Harvard Ave.
Harvard Ave.
Harvest Rain Ct.
Harvest Rain St.
Harvest Rain St.
Harvest Rain St.
Hathaway Ct.
Haynes Ave.
Haynes Ave.
Haynes Ave.
Haynes Ave.
Haynes Ave.
Haynes Dr.
Haynes Dr.
Haywood Dr.
Hazel Ln.
Heartland Ave.
Heartland Ave./Ct.
Heather Rd.
Henderson St.
Hereford Blvd.
Hereford Blvd.
Heritage Blvd.
Heritage Blvd.
Heritage Blvd.
Heritage Blvd.
Heritage Oak Dr.
Hernandez Ave.
Hickory Ave.
Hickory Ave.
Hickory Ave.
Hicks Ave.

AT

Devonian Dr.
Mercedes Dr.
Monty Dr.
Baumann Ave.
Kansas Ave.
Beachwood St.
Main St.
Marienfeld St.
Cessna Dr.
“D” St.
Delmar St.
“H” St.
Idlewilde Dr.
“L” St.
Lanham St.
Maberry St.
“N” St.
Whitney Dr.
Woodcrest Dr.
Moroni St.
Ojibwa St.
Ridge View St.
Valley View St.
Heritage Blvd.
Godfrey St.
Lanham St.
Norwood St.
Skyline Dr.
Ward St.
Ward St.
Whitney Dr.
Prairie Ridge Dr.
Carriage Rd.
Hereford Blvd.
Heritage Blvd.
Castleford Rd. (both intersections)
Rochester St.
Crowley Blvd.
Grassland Blvd.
Crowley Blvd.
Grassland Blvd.
Heartland Ave./Ct.
Highland Blvd.
Frio Dr.
Holdridge Rd.
Benton St.
Edwards St.
Lincoln St.
Tyler St.
Camp St.

ON

Hicks Ave.
Hicks Ave.
Hicks Ave.
Hicks Ave.
Hicks Ave.
High Noon Ct.
Highland Blvd.
Highsky Dr.
Hill Ave.
Hill Ave.
Hillcrest Ct.
Hillcrest Ct.
Hillsboro Ct.
Hilltop Dr.
Hilltop Dr.
Hodges St.
Hodges St.
Hogan Ct.
Hollandale Dr.
Hollandale Dr.
Hollie Brook Pl.
Holloway Ave.
Holloway Ave.
Holloway Ave.
Holloway Ave.
Holly Dr.
Holly Dr.
Hollyberry Ln.
Holmsley St.
Holmsley St.
Homeland Ct. / Dr.
Homestead Blvd.
Homestead Blvd.
Homestead Ct.
Honeysuckle Ln.
Honeysuckle Ln.
Hopi Ct.
Horizon Rd.
Horizon Rd.
Houston Ave.
Houston Ave.
Houston Ave.
Howard Dr.(both intersections)
Hoya Dr.
Hoya Dr.
Hudson Ave.
Hughes St.
Hughes St.
Humble Ave.
Humble Ave.

AT

Jefferson St.
Johnston St.
Main St.
Moran St.
Terrell St.
Stake Ave.
Heritage Blvd.
Hyde Park Ave.
Crestview Rd.
Holly Dr.
Hereford Pl.
Heritage Blvd.
Meadowpark Dr.
Oriole Dr.
Riverside Dr.
Community Ln.
Neely Ave.
Trevino St.
Carver St.
Parkway Dr.
Fairfield Ln.
Clark St.
"G" St.
"H" St.
Indiana Ave.
Raymond Rd.
Travis Ave.
Bayberry Pkwy.
Marienfeld St.
Pecos St.
Homestead Blvd.
Hereford Blvd.
Homeland Ct.
Homestead Blvd.
Corral Dr.
Lone Star Ln.
Washita
Meadowside St.
Sunnyvale St.
Lee St.
Madison St.
Tyler St.
Raymond Rd.
Rainbow Rd.
Sunshine Pkwy.
Pecan Ave.
Fannin Ave.
Neely Ave.
Cessna Dr.
Godfrey St.

ON

Humble Ave.
Humble Ave.
Humble Ave.
Humble Ave.
Humble Ave.
Humble Ave.
Humble Ave.
Humble Ave.
Humble Ave.
Humble Ave.
Humble Ave.
Huntington St.
Husk St.
Husk St.

Hyde Park Ave.
Hyde Park Ave.
Hyde Park Ave.
Hyde Park Ave.
"T" St.
"T" St.
"T" St.
"T" St.
"T" St.
"T" St.
"T" St.
"T" St.
"T" St.
"T" St.
I-20 N. Frontage Rd.
I-20 S. Frontage Rd.
Idlewilde Dr.
Idlewilde Dr.
Idlewilde Dr.
Idlewilde Dr.
Idlewilde Dr.
Illinois Ave.
Illinois Ave.
Illinois Ave.
Illinois Ave.
Imperial Ave.
Imperial Ave.
Imperial Ave.
Independence
Indiana Ave.
Indiana Ave.
Indiana Ave.
Indiana Ave.
Indiana Ave.
Indiana Ave.

AT

Huntington St.
"T" St.
"L" St.
Lanham St.
Main St.
Marcie Ln.
Mark Ln.
McDonald St.
"N" St.
Tarleton St.
Upland St.
Western Dr.
Neely Ave.
Carriage Rd.
Ranch Ave.

Ferncliff Ave.
Godfrey St.
Greenbriar Dr.
Tarleton St.
Cimmaron Ave.
College Ave.
Golf Course Rd.
Holloway Ave.
Indiana Ave.
Kentucky Ave.
Missouri Ave.
Neely Ave.
Washington Ave.
Midkiff Rd.
Midkiff Rd.
Cuthbert Ave.
Preston Dr.
Ric Dr.
Storey Ave.
Sunshine Pkwy.
Carver St.
Lee St.
Terrell St.
Thomason Dr.
Cimmaron Ave.
Godfrey St.
Tarlton St.
Chuck Wagon
Carlton St.
Carver St.
"G" St.
"L" St.
Lee St.
Marienfeld St.

ON

Indigo Sky Ct.
Industrial Ave.
Industrial Ave.
Industrial Ave.
Industrial Ave.
Inwood Ct.
Iron Rd.
Ironwood Dr.
Ironwood Dr.
Irwin Ct.
Island Dr.
Island Dr.
Island Dr. (northbound)
Island Dr.
Ivy Ct.
"J" St.
"J" St.
"J" St.
"J" St.
"J" St.
"J" St.
"J" St.
"J" St.
Jackson St.
Jackson St.
Jackson St.
Jackson St.
Jackson St.
Jackson St.
Jackson St.
Jackson St.
Jackson St.
Jackson St.
Jackson St.
Jackson St.
Jackson St.
Jackson St.
Jackson St.
Jackson St.
Jacotte Cir. (both intersections)
Jadewood Dr.
Jamestown St.
Jamestown St.
Jax Ave.
Jax Ave.
Jax Ave.
Jax Ave.
Jax Ave.
Jax Ave.

AT

Daybreak Way
Carver St.
Lee St.
Main St.
Marienfeld St.
Ward St.
Ranch Ave.
Homestead Blvd.
Mosswood Dr.
Crenshaw Dr.
Greentree Blvd.
Island Cir./Dr.
Island Cir./Dr.
Rustic Tr.
Rio Bravo St.
College Ave.
Community Ave.
Golf Course Rd.
Harvard Ave.
Holloway Ave.
Kentucky Ave.
Missouri Ave.
Washington Ave.
Cherry Ln.
Chestnut Ave.
Cuthbert Ave.
Garden Ln.
Golf Course Rd.
Illinois Ave.
Indiana Ave.
Jax Ave.
Kentucky Ave.
New York Ave.
Nobles Ave.
Parker Ave.
Pennsylvania Ave.
Texas Ave.
Wall St.
Walnut Ln.
Washington Ave.
Golf Course Rd.
Homestead Blvd.
Arlington Rd.
Bunker Hill Rd.
Carver St.
Fort Worth St.
Main St.
Marienfeld St.
Terrell St.
Tilden St.

ON

Jefferson St.
Jefferson St.
Jefferson St.
Jefferson St.
Jefferson St.
Jefferson St.
Jefferson St.
Jefferson St.
Jesse St.
Jesse St.
Jesse St.
Johnston St.
Johnston St.
Johnston St.
Johnston St.
Jordan Ave.
Jordan Ave.
Jordy Rd.
Joy Dr.
July Fourth Rd.
July Fourth Rd.
July Fourth Rd.
Juniper Ct.
"K" St.
"K" St.
"K" St.
"K" St.
"K" St.
"K" St.
"K" St.
"K" St.
"K" St.
"K" St.
Kanawha
Kanawha
Kansas Ave.
Kansas Ave.
Kansas Ave.
Kansas Ave.
Kansas Ave.
Kansas Ave.
Kansas Ave.
Kansas Ave.
Kansas Ave.
Kansas Ave.
Kansas Ave.
Kansas Ave.
Kansas Ave.

AT

California Ave.
Gist Ave.
Indiana Ave.
Kentucky Ave.
New Jersey Ave.
New York Ave.
Pennsylvania Ave.
Wall St.
Washington Ave.
Illinois Ave.
Texas Ave.
Wall St.
Carter Ave.
Francis Ave.
Industrial Ave.
Montgomery Ave.
Godfrey Ct.
Wedgewood St.
Tower Rd.
Bentwood Dr.
Colony Rd.
Vanguard Rd.
Victory Pkwy.
Teakwood Trace
Carter Ave.
College Ave.
Community Ln.
Cuthbert Ave.
Francis Ave.
Golf Course Rd.
Griffin Ave.
Holloway Ave.
Industrial Ave.
Missouri Ave.
Washington Ave.
Navajo
Pueblo
Alpine St.
Baird St.
E. Broadway
"C" St.
Carrizo St.
"D" St.
Delmar St.
"F" St.
Fort Worth St.
"G" St.
Godfrey St.
McDonald St.
Main St.

ON

Kansas Ave.
Kansas Ave.
Kansas Ave.
Kansas Ave.
Keith St.
Keith St.
Keith St.
Keith St.
Keith St.
Keith St.
Keith St.
Keith St.
Keith St.
Keith St.
Kelly St.
Kensington Ln.
Kent St.
Kent St.
Kent St.
Kentucky Ave.
Kentucky Ave.
Kentucky Ave.
Kentucky Ave.
Kentucky Ave.
Kentucky Ave.
Kentucky Ave.
Kentucky Ave.
Kentucky Ave.
Kentucky Ave.
Kentucky Ave.
Kentucky Ave.
Kentucky Ave.
Kentucky Ave.
Kentucky Ave.
Kentucky Ave.
Kentucky Ave.
Keri Ct.
Kerth St.
Kessler Ave.
Kessler Ave.
Keswick Rd.
Key St.
Key St.
Key St.
Keystone Ct.
Killdeer Ct.

AT

Marienfeld St.
Pecos St.
Terrell St.
W. Broadway
Cowden Ave.
Eugene Ave.
George Ave.
Hamby Ave.
Hart Ave.
Humble Ave.
Jax Ave.
Nobles Ave.
Parker Ave.
Travis Ave.
Polo Pkwy.
Kansas Ave.
Louisiana Ave.
Michigan Ave.
"B" St.
Bankhead Hwy.
Benton St.
"C" St.
Carver St.
Clark St.
Clay St.
"D" St.
"E" St.
"G" St.
"H" St.
"K" St.
Lamesa Rd.
Lee St.
Lincoln St.
Main St.
Marienfeld St.
Pecos St.
Stonewall St.
Tilden St.
Tyler St.
Webster St.
Noel Ave.
Ohio Ave.
Crestview Rd.
Powell St.
Melville Dr.
Brunson Ave.
Kentucky Ave.
Washington Ave.
Gunnison Dr.
Beachwood St.

[illegible]

Beal Pkwy.
Delano Ave.
Mac Dr.
Oriole Dr.
Meadowpark Dr.
Southampton Ln.
Valwood Dr.
Eisenhower Dr.
Meadow Dr.
Homeland Dr.
Castleford Rd.
Bedford Dr.
Carter Ave.
Cimmaron Ave.
College Ave.
Community Ave.
Cuthbert Ave.
Holloway Ave.
Humble Ave.
Kentucky Ave.
Louisiana Ave.
Michigan Ave.
Missouri Ave.
Neely Ave.
Shell Ave.
Sinclair Ave.
Stanolind Ave.
Warwick Pl.
Washington Ave.
Sloan Field Blvd.
Guadalupe St.
Mark Ln.
Partridge St.
Madrone Ave.
San Felipe Dr.
Indiana Ave.
Heritage Oaks Dr.
Castleford Rd.
Polo Parkway
Blake Dr.
Ainslee St.
Cimmaron Ave.
Cuthbert Ave.
Dartmouth Dr.
Fannin Ave.
Haynes Ave.
Kansas Ave.
Louisiana Ave.
Maxwell Dr.
Neely Ave.

ON

Lanham St.
Lanham St.
Lanham St.
Lanham St.
Lanham St.
Laughlin Ct.
Laura Dr.
Laura Dr.
Laura Dr.
Lavaca Ave.
Lavaca Ave.
Lawson St.
Lawson St.
Lawson Ave.
League Dr.
Learmont Dr.
Learmont Dr.
Leather Ln.
Leather Ln.
Leatherwood Dr.
Leddy Dr.
Leddy Dr.
Leddy Dr.
Leddy Dr.
Lee St.
Lee St.
Lee St.
Lee St.
Lee St.
Legacy Oaks Ct.
Legends Blvd.
Lehigh Dr.
Leisure Dr.
Leisure Dr.
Leisure Dr.
Leisure Dr.
Lennox Dr.
Lennox Dr.
Lexington St.
Liberty Ct.
Liberty Dr.
Liddon Ave.
Liddon Ave.
Liddon Ave.
Lincoln St.
Lincoln St.
Lincoln St.
Lincoln St.
Lincoln St.
Lincoln St.

AT

Princeton Ave.
Shandon Ave.
Shell Ave.
Storey Ave.
Ward St.
Corral Dr.
Bentwood Dr.
Edgewood Dr.
Goliad Dr.
Conroe St.
Spence Dr.
"D" St.
"G" St.
"H" St.
Crowley Blvd.
Chapel Hill Dr.
Keswick Rd.
Ivy Ct.
Southwest Ct.
Honeysuckle Ln.
Cedar Spring Dr.
Edgewood Dr.
Harlowe Dr.
Mercedes Dr.
California Ave.
Garden Ln.
New York Ave.
South Ln.
Walnut Ln.
Dunbarton Oaks Blvd.
Wagner St./Dr.
Norwood St.
Beal Pkwy.
Bentwood Dr.
Eisenhower Dr.
Tradewinds Blvd.
Fargo Ave.
Westminster Dr.
Concord Ave.
Beal Pkwy.
Starboard Dr.
Bryant St.
Keith St.
Marienfeld St.
California Ave.
Cherry Ln.
Garden Ln.
Illinois Ave.
Indiana Ave.
New York Ave.

ON

Lincoln St.
Lincoln St.
Lincoln St.
Lincoln St.
Lincoln St.
Lincoln St.
Lincoln St.
Lincoln St.
Lincoln St.
Lincoln Green Ct.
Lindbergh Dr.
Lindbergh Dr.
Lindbergh Dr.
Lindora Way
Lindora Way
Little John Ln.
Livingston St.
Llano Ct.
Llano Ct.
Llano Ct.
Llano Ct.
Llano Ct.
Lockheed Dr.
Lockheed Ave.
Lockheed Dr.
Lockheed Dr.
Lockheed Dr.
Lockheed Ave.
Lockheed Dr.
Lockheed Dr.
Lockheed Dr.
Lockheed Dr.
Lockheed Dr.
Lockheed Dr.
Locksley Ct.
Logan Ct.
Logan Creek Rd.
Logan Creek Rd.
Loma Dr.
Loma Dr.
Loma Dr.
Loma Vista St.
London Ct.
Lone Oak
Lone Oak
Lone Star Ln.
Lone Star Ln.
Lonesome Dove Ln.
Longhorn Ln.
Longview Ave.

AT

Oak Ave.
Orchard Ln.
Pecan Ave.
Pennsylvania Ave.
Pine Ave.
Texas Ave.
Wall St.
Washington Ave.
Willeys Ave.
Widener Strp.
Banks Dr.
Windecker St.
Wright Dr.
Sinclair Ave.
Sunshine Pkwy.
Sherwood Dr.
Rio Grande Ave.
Barton Creek Rd.
Crowley Blvd.
Frio Dr.
Los Patios Dr.
Rio Grande Ave.
Ainslee St.
Alpine St.
Boeing Dr.
Cessna Dr.
Culver Dr.
Denton St.
Lanham St.
Murray St.
Northrup Dr.
Sparks St.
Ward St.
Whitney Dr.
Yorkshire Dr.
Beal Pkwy.
Cooper Creek Rd.
Stonebridge Dr.
Alta Ave.
Neely Ave.
Pecan Ave.
Orchard Ln.
Yorkshire Dr.
Peregrine Hill
Sherwood Dr.
Buffalo Gap
Occidental Pkwy.
Southwest St.
Montero Ln.
Baird St. (eastbound)

ON

Longview Ave.
Longview Ave.
Loop 250 E. Frontage Rd.
Loraine St.
Loraine St.
Loraine St.
Loraine St.
Loraine St.
Loraine St.
Loraine St.
Loraine St.
Loraine St.
Loraine St.
Loraine St.
Loraine St.
Loraine St.
Loraine St.
Loraine St.
Loraine St.
Loraine St.
Loraine St.
Loraine St.
Loraine St.
Los Alamitos Dr.
Los Alamitos Ct.
Los Conchos Ln.
Los Padres Dr.
Los Padres Dr.
Los Patios Dr.
Los Patios Dr.
Louisiana Ave.
Louisiana Ave.
Louisiana Ave.
Louisiana Ave.
Louisiana Ave.
Lumina Dr.
Lynn Ave.
Lynn Ave.
Lynn Ave.
Lynn Ave.
"M" St.
"M" St.
"M" St.
"M" St.
"M" St.
"M" St.
"M" St.
"M" St.
"M" St.

AT

Baird St. (westbound)
Terrell St. (eastbound)
Industrial Ave.
California Ave.
Collins Ave.
Cowden Ave.
Cuthbert Ave.
Dakota Ave.
Francis Ave.
Gist Ave.
Griffin Ave.
Hamby Ave.
Hicks Ave.
Jax Ave.
Kansas Ave.
Louisiana Ave.
Michigan Ave.
Missouri Ave.
New Jersey Ave.
New York Ave.
Pennsylvania Ave.
Texas Ave.
Wall St.
Washington Ave.
Lancashire Rd.
Los Alamitos Dr.
Avalon Dr.
Carmel Ct.
Los Patios Dr.
Crowley Blvd.
Holiday Hill Rd.
Alpine St.
Delmar St.
Lamesa Rd.
Main St.
McDonald Dr.
Sunrise Way
Carver St.
Cottonwood Ave.
Jackson St.
Tyler St.
Brunson Ave.
College Ave.
Holloway Ave.
Indiana Ave.
Kentucky Ave.
Louisiana Ave.
Michigan Ave.
Missouri Ave.
Ohio Ave.

ON

“M” St.
Maberry St.
Maberry St.
Maberry St.
Maberry St.
Maberry St.
Maberry St.
Maberry St.
Maberry St.
Mac Dr.
Mac Dr.
Madison St.
Madison St.
Madison St.
Madison St.
Madison St.
Madison St.
Madison St.
Madison St.
Madison St.
Madison St.
Madison St.
Madrone Ave.
Madrone Ave.
Magnolia Ave.
Magnolia Ave.
Magnolia Ave.
Magnolia Ave.
Magnolia Ave.
Maid Marian Ct.
Main St.
Main St.
Main St.
Main St.
MaMar Ave.
Mann St.
Manor Ct.
Manor St.
Manor St.
Manor St.
Maple Ave.
Maple Ave.
Maple Ave.
Maple Ave.
Maple Ave.
Maple Ave.
Marantha Pl.
Marfa Ln.
Mariana Ave.
Mariana Ave.

AT

Washington Ave.
Cimmaron Ave.
Country Club Dr.
Cuthbert Ave.
Fannin Ave.
Frontier Dr.
Kansas Ave.
Neely Ave.
Sinclair Ave.
Storey Ave.
Mile High Ln.
Spahn St.
California Ave.
Garden Ln.
Illinois Ave.
Indiana Ave.
Industrial Ave.
Kentucky Ave.
New York Ave.
South Ln.
Wall St.
Walnut Ln.
Pavilion Pkwy.
Stonebridge Dr.
Benton St.
Butternut Ln.
Edwards St.
Lincoln St.
Peterson St.
Sherwood Dr.
Cuthbert Ave.
Gist Ave.
Golf Course Rd.
Scharbauer Dr.
Cessna Dr.
Kentucky Ave.
Douglas Dr.
Cuthbert Ave.
Douglas Dr.
Storey Ave.
Benton St.
Butternut Ln.
Edwards St.
Lincoln St.
Peterson St.
Tyler St.
Dengar Ave.
Tin Tr.
Michigan Ave.
Ohio Ave.

ON

Mariana Ave.
Mariana Ave.
Marienfeld St.
Marienfeld St.
Marienfeld St.
Marienfeld St.
Marienfeld St.
Marienfeld St.
Marienfeld St.
Marienfeld St.
Mark Ln.
Mark Ln.
Mark Ln.
Mark Ln.
Mark Ln.
Market St.
Market St.
Marmon Dr.
Marmon Dr.
Marmon Dr.
Marshall St.
Marshall St.
Marshall St.
Marshall St.
Marshall St.
Marshall St.
Marshall St.
Marshall St.
Mathis St.
Mathis St.
Mathis St.
Maverick Ln.
Maverick Ln.
Maxwell Dr.
Maxwell Dr.
Maxwell Dr.
Mayfield Pl.
McClintic St.
McClintic St.
McClintic St.
McDonald Dr.
McDonald Dr.
McDonald Dr.
McDonald Dr.
McDonald Dr.

AT

Powell St.
Roosevelt Ave.
Carter Ave.
Cowden Ave.
Cuthbert Ave.
Dakota Ave.
Louisiana Ave.
Michigan Ave.
Missouri Ave.
Nobles Ave.
Ohio Ave.
Parker Ave.
Dengar Ave.
Neely Ave.
Sinclair Ave.
St. Andrews Dr.
Whittle Way
I-20 N. Frontage Rd.
Industrial Ave.
Maxwell Dr.
Ward St.
Whitney Dr.
California Ave.
Gist Ave.
Hicks Ave.
Indiana Ave.
Kentucky Ave.
New York Ave.
Pennsylvania Ave.
Texas Ave.
Wall St.
Washington Ave.
Briarwood Ave.
Canadian Ave.
Spence Dr.
Cattleman Dr.
Cowboy Dr.
Lanham St.
Ward St.
Whitney Dr.
Mockingbird Ln.
Community Ave.
Neely Ave.
Southgate St.
Bedford Ave.
Cedar Spring Dr.
Cimmaron Ave.
Cuthbert Ave.
Gulf Ave.
Neely Ave.

ON

McDonald Dr.
McDonald Dr.
McDonald Dr.
McDonald Dr.
McDonald Dr.
McDonald St.
McGarvey St.
McKenzie St.
McKenzie St.
McKenzie St.
McKenzie St.
McKenzie St.
McPherson Ln.
McPherson Ln.
Meadow Dr.
Meadow Dr.
Meadow Dr.
Meadow Dr.
Meadow Dr.
Meadow Dr.
Meadow Dr.
Meadowbrook Dr.
Meadowlark Ln.
Meadowridge Ln.
Meadowridge Ln.
Meadowwood Ct.
Medina Dr.
Medina Dr.
Megan Ct.
Mel Ott Ln.
Mel Ott Ln.
Melville Dr.
Melville Dr.
Memorial Ct.
Mercedes Dr.
Mercedes Dr.
Meredith Pl.
Merrill Dr.
Merrill Dr. / Ct.
Mesa Dr.
Mesquite Ln.
Mesquite Ln.
Mesquite Ln.
Mesquite Ln.
Metz Ct.
Metz Dr.
Metz Dr.
Metz Pl.

AT

Ohio Ave.
Kansas Ave.
Shell Ave.
Spraberry Dr.
Tanner Dr.
Greenbriar Dr.
Kentucky Ave.
Carter Ave.
Francis Ave.
Griffin St.
Montgomery Ave.
New Jersey Ave.
Taylor Ave.
Bunker Hill Rd.
Musket Dr.
Anetta Dr.
Brookdale Dr.
Comanche Dr.
Erie Dr.
Graceland Dr.
Parkdale Dr.
Pasadena Dr.
Pleasant Dr.
Moss Ave.
Oriole Dr.
Arroyo Dr.
Skyline Dr.
Spring Meadow Ct.
Barton Creek Rd.
Sabine Dr.
Garrett Dr.
Mile High Ln.
Spahn St.
Bluebird Ln.
Faulkner Dr.
Riverfront Dr.
Devonian Dr.
Eisenhower Dr.
Concho Dr.
Norwood St.
Stratton Dr.
Storey Ave.
Jackson St.
Lee St.
Lincoln St.
Tyler St.
Ward St.
Ward St.
Whitney Dr.
Lanham St.

ON

Michigan Ave.
Michigan Ave.
Michigan Ave.
Michigan Ave.
Michigan Ave.
Michigan Ave.
Michigan Ave.
Michigan Ave.
Midkiff Rd.
Midkiff Rd.
Midkiff Rd.
Midkiff Rd.
Midland Dr.
Mile High Ln.
Miller Dr.
Miller Dr./Ct.
Milltown Rd.
Milltown Rd.
Mimosa Ct.
Mineola St.
Mineola St.
Mineola St.
Mineola St.
Mineola St.
Mineola St.
Mineola St.
Mineola St.
Mineola St.
Mineola St.
Minuteman Rd.
Mission Ct.
Mississippi Ave.
Mississippi Ave.
Mississippi Ave.
Missouri Ave.
Missouri Ave.
Missouri Ave.
Missouri Ave.
Missouri Ave.
Missouri Ave.
Missouri Ave.
Missouri Ave.
Missouri Ave.
Missouri Ave.
Missouri Ave.
Mitchell St.
Mitchell St.

AT

Alpine St.
Delmar St.
Godfrey St.
Kent St.
Lamesa Rd.
Main St.
McDonald St.
Powell St.
Terrell St.
Bluebird Ln.
I-20 N. Frontage Rd.
I-20 S. Frontage Rd.
Mockingbird Ln.
U.S. 80 Service Rd.
Wagner Dr.
Crenshaw Dr.
Trevino St.
Cooper Creek Rd.
Stonebridge Dr.
Rosewood Dr.
California Ave.
Gist Ave.
Hicks Ave.
Indiana Ave.
Kentucky Ave.
New Jersey Ave.
New York Ave.
Pennsylvania Ave.
Texas Ave.
Wall St.
Washington Ave.
Anthem Rd.
Godfrey St.
Baird St.
Dallas St.
Terrell St.
"A" St.
Carver St.
Colorado St.
"G" St.
Jefferson St.
Lee St.
Loraine St.
Madison St.
Main St.
Marienfeld St.
Marshall St.
Mineola St.
Delano Ave.
Franklin Ave.

ON

Mockingbird Ln.
Mockingbird Ln.
Mockingbird Ln.
Mockingbird Ln.
Mockingbird Ln.
Mogford St.
Mogford St.
Mogford St.
Mogford St.
Mogford St.
Mogford St.
Mogford St.
Mogford St.
Mogford St.
Mogford St.
Mogford St.
Mogford St.
Mogford St.
Montero Ln.
Montgomery Ave.
Montgomery Ave.
Montgomery Ave.
Monty Dr.
Monty Dr.
Monty Dr.
Monty Dr.
Moonlight Rd.
Moran St.
Moran St.
Moran St.
Moran St.
Moran St.
Moran St.
Moran St.
Moran St.
Moran St.
Moran St.
Morgan Way
Morgan Way
Moroni St.
Moroni St.
Moss Ave.
Moss Ave.
Mosswood Dr.
Mosswood Dr.
Mountain Quail Rd.
Mulberry Ln.
Mulberry Ln.

AT

“A” St.
Avalon Dr.
Fairgrounds Rd.
Midkiff Rd.
Oriole Dr.
Cimmaron Ave.
Cuthbert Ave.
Dengar Ave.
Fannin Ave.
Humble Ave.
Kansas Ave.
Lockheed Dr.
Louisiana Ave.
Michigan Ave.
Neely Ave.
Princeton Ave.
Shandon Ave.
Shell Ave.
Sinclair Ave.
Storey Ave.
Avalon Dr.
Belmont St.
Camp St.
Main St.
Leddy Dr.
McDonald St.
Mercedes Dr.
Raymond Rd.
Husk St.
Carter Ave.
Collins St.
Dakota Ave.
Francis St.
Griffin Ave.
Industrial Ave.
Marlin St.
Montgomery Ave.
New Jersey Ave.
Taylor Ave.
English Dr.
Golf Course Rd.
Lumina Ct.
Overshine Ln.
Ward St.
Whitney Dr.
Brandy Hill Rd.
Homestead Blvd.
Scaled Quail Rd.
Madison St.
San Andres Dr.

Murray St.
Musial Way
Musial Way
“N” St.
“N” St.
“N” St.
“N” St.
“N” St.
“N” St.
“N” St.
“N” St.
“N” St.
“N” St.
“N” St.
“N” St.
“N” St.
“N” St.
“N” St.
“N” St.
“N” St.
“N” St.
“N” St.
“N” St.
Nash Ave.
Nash Ave.
Nassau Ct.
Nassau Dr.
Nasworthy Pl.
Navajo Rd.
Navasota Dr.
Navasota Dr.
Navasota Dr.
Navasota Dr.
Navasota Dr.
Navasota Dr.
Neely Ave.
Neely Ave.
Neely Ave.
Neely Ave.
Neely Ave.
Neely Ave.
Neely Ct.
Neely Service Rd.
Neely Service Rd.
Neely Service Rd.
Nevan Ct.
New Jersey Ave.
New Jersey Ave.

Princeton Ave.
Avalon Dr.
O'Rourke St.
Bedford Dr.
Brunson Ave.
Carter Ave.
College Ave.
Community Ln.
Country Club Dr.
Cuthbert Ave.
Harvard Ave.
Holloway Ave.
Humble Ave.
Indiana Ave.
Kentucky Ave.
Louisiana Ave.
Michigan Ave.
Missouri Ave.
Neely Ave.
New Jersey Ave.
Rhode Island Ave.
Seaboard Ave.
Sinclair Ave.
Southgate St.
Washington Ave.
Copus St.
Hudson Ave.
Geraldine St.
Geraldine St.
Rio Grande Ave.
Shawnee
Frio Dr.
Llano Ct.
Oak Creek Dr.
Pedernales Dr.
Rio Grande Ave.
Sabine Dr.
Godfrey St.
"T" St.
Tarleton St.
Ward St.
Whittle Way
Wydewood Dr.
Neely Ave.
Cumberland Dr.
"D" St.
Oaklawn Dr.
Beal Pkwy.
Camp St.
Johnston St.

ON

New Jersey Ave.
New Jersey Ave.
New Jersey Ave.
New Jersey Ave.
New Jersey Ave.
New Jersey Ave.
New York Ave.
New York Ave.
New York Ave.
New York Ave.
New York Ave.
New York Ave.
Newcastle Dr.
Nicklaus St.
Nobles Ave.
Nobles Ave.
Nobles Ave.
Nobles Ave.
Nobles Ave.
Noel Ave.
Noel Ave.
Nolan Ryan Dr.
Norman
Normandy Ln.
Normandy Ln.
North Service Rd.
Northcrest Dr.
Northfield Ct.
Northfield Dr.
Northfield Dr.
Northgate Ave.
Northgate Ave.
Northrup Dr.
Northrup Dr.
Northrup Dr.
Northrup Dr.
Northtown Ct.
Northtown Pl.
Northtown Pl.
Norwood St.
Norwood St.
Nottingham Ln.
Nottingham Ln.
"O" St.
Oak Ave.
Oak Ave.
Oak Ave.
Oak Valley Dr.
Oak Valley Dr.

AT

"L" St.
Main St.
Marshall St.
McKenzie St.
Terrell St.
Wayside Dr.
Calhoun St.
Carver St.
Clay St.
Industrial Ave.
Main St.
Marienfeld St.
Tilden St.
Wellington Ct.
Crenshaw Dr.
Carver St.
Edwards St.
Main St.
Pecos St.
Tilden St.
Lanham St.
Ward St.
Legends Blvd.
Bankhead Hwy.
Polo Pkwy.
Stoneleigh Dr.
Windecker St.
Hilltop Dr.
Godfrey St.
Godfrey St.
Skyline Dr.
Briarwood Ave.
Northcrest Dr.
Fannin Ave.
Neely Ave.
Princeton Dr.
Sentinel Dr.
Lanham St.
Meadowbrook Dr.
Whitney Dr.
Lehigh Dr.
St. Andrews Dr.
Sherwood Ln.
Widener Strp.
Missouri Ave.
Benton St.
Butternut Ln.
Main St.
Greathouse Ave.
Oriole St.

Oak Valley Dr.
Oaklawn Dr.
Oaklawn Dr.
Oaklawn Dr.
Oaklawn Dr.
Oakmont Dr.
Oakmont Dr.
Oakridge Dr. / Ct.
Ohio Ave.
Ohio Ave.
Ohio Ave.
Ohio Ave.
Ohio Ave.
Ohio Ave.
Ohio Ave.
Ohio Ave.
Ohio Ave.
Ohio Ave.
Ohio Ave.
Ohio Ave.
Ohio Ave.
Ohio Ave.
Ohio Ave.
Ojibwa St.
Ojibwa St.
Ojibwa
Ojibwa
Olympic Ct.
Onyx Dr.
Orchard Ln.
Orchard Ln.
Oriental Ave.
Oriole Dr.
Oriole Dr.
Oriole Dr.
Osage St.
Osprey Dr.
Osprey Dr.
Outlaw Ct.
Overshine Ln.
Overshine Ln.
Overshine Ln.
Oxford St.
Pacific Ave.
Pacific Ave.
Pagewood Dr.
Palmer Dr.
Paradise Ln.

Spence Dr.
Humble Ave.
Neely Ave.
Stanolind Ave.
Ventura Ave.
Tremont Ave.
Whittle Way
Gateway St.
Alpine St.
Baird St.
“C” St.
Carrizo St.
“D” St.
Delmar St.
“F” St.
Fort Worth St.
“G” St.
Godfrey St.
“L” St.
Main St.
Marienfeld St.
Mineola St.
“N” St.
Powell St.
Weatherford St.
Daybreak Way
Overshine Ln.
Pueblo
Tejas
Candlestick Dr.
Farm-to-Market Rd. 1788
Carver St.
Lee St.
Ventnor Ave.
Mockingbird Ln.
Tanforan Ave.
Teakwood Trc.
Spruce Ave.
Beachwood St.
Flicker Dr.
Husk St.
Fairgrounds Rd.
Harvest Rain St.
Sunrise Way
Ohio Ave.
Boardwalk
Carver St.
Prairie Ridge Dr.
Nicklaus St.
Island Dr.

[illegible]

Holly Dr.
Tanner Dr.
Carver St.
Main St.
Tilden St.
Tyler St.
Fargo Ave.
Westminster Dr.
Brownwood Dr.
Mayfield Pl.
Whitman Dr.
Baron Dr.
Moonlight Rd.
Outlaw Ct.
Tin Tr.
Wagon Ct.
Eisenhower Dr.
Spraberry Dr.
Concho Dr.
Mayfield Pl.
Semper Fidelis
Avalon Dr.
San Felipe Dr.
Stonebridge Dr.
Kessler Ave.
Bent Tree Tr.
Cumberland Dr.
“D” St.
“T” St.
“L” St.
Main St.
Oaklawn Dr.
Pecos St.
Pine Ave.
Tyler St.
Baird St. (westbound)
Terrell St. (eastbound)
Boyd Ave.
Cuthbert Ave.
Dormard Ave.
Indiana Ave.
Industrial Ave.
Liddon Ave.
Louisiana Ave.
Michigan Ave.
Missouri Ave.
Neely Ave.
Ohio Ave.
Spruce Ave.
Storey Ave.

ON

Pecos St.
Pedernales Dr.
Pedernales Dr.
Pedernales Dr.
Pedernales Dr.
Pedernales Dr.
Pennsylvania Ave.
Pennsylvania Ave.
Pennsylvania Ave.
Pennsylvania Ave.
Pennsylvania Ave.
Pennsylvania Ave.
Pennsylvania Ave.
Pennsylvania Ave.
Pennsylvania Ave.
Pennsylvania Ave.
Pennsylvania Ave.
Pentagon Rd.
Peregrine Hill
Permian Ct.
Peterson St.
Peterson St.
Phillip Pl.
Pilot Ave.
Pilot Ave.
Pimlico Dr.
Pine Ave.
Pine Ave.
Pine Ave. (westbound only)
Pine Ave.
Pine Ave.
Pine Ave.
Pine Ave.
Pine Ave.
Pine Ave.
Pine Meadow Dr.
Pinemont Dr.
Pinemont Dr.
Pinewood Ct.
Pinion Ct.
Pioneer Cir. (both intersections)
Pioneer Rd.
Pioneer Rd.
Placid Ct.
Player Ct.
Plaza St.
Pleasant Dr.
Pleasant Dr.
Pleasant Dr.

AT

Tennessee Ave.
Crowley Blvd.
Lampasas Dr.
Llano Ct.
Medina Dr.
San Saba Ave.
Atlanta St.
Baird St.
Benton St.
Camp St.
Carver St.
Clay St.
Jackson St.
Lamesa Rd.
Main St.
Marienfeld St.
Tilden St.
Tyler St.
Commonwealth Rd.
Delaney
Manor St.
Oak Ave.
Pecan Ave.
Preston Dr.
La Force Blvd.
Wright Dr.
Tattenham Corner
Cumberland Dr.
"T" St.
"L" St.
Loma Dr.
Main St.
Neely Ave.
Oaklawn Dr.
Pecos St.
Peterson St.
Meadowpark Dr.
Springmont Dr.
Tremont Ave.
Pine Meadow Dr.
Sunburst Dr.
Ranch Ave.
Ranch Ave.
Rio Pl.
Manor St.
Trevino St.
E. Circle Dr.
Bentwood Dr.
Eisenhower Dr.
Raymond Rd.

ON

Pleasant Dr.
Pliska Dr.
Polo Club Dr.
Polo Club Dr.
Polo Parkway
Porterfield Rd.
Porterfield Rd.
Potomac Pkwy.
Powell St.
Powell St.
Powell St. (northern most intersection only)
Prairie Rd.
Prairie Rd.
Prairie Ridge Dr.
Pratt St.
Pratt St.
Pratt St.
Pratt St.
Pratt St.
Preston Dr.
Preston Dr.
Preston Dr.
Preston Dr.
Princeton Ave.
Princeton Ave.
Princeton Ave.
Princeton Ave.
Princeton Ave.
Princeton Ave.
Princeton Ave.
Princeton Ave.
Princeton Ave.
Princeton Ave.
Princeton Ave.
Princeton Ave.
Princeton Ave.
Princeton Ave.
Princeton Ave.
Princeton Ave.
Princeton Ave.
Princeton Ave.
Princeton Ave.
Purple Sage Trl.
Pylant St.
Queens Ct.
Quicksand Dr.
Quicksand Dr.
Racquet Club Dr.
Racquet Club Dr.

AT

Waverly Dr.
North Service Rd.
Bluebird Ln.
Polo Pkwy.
Lancashire Dr.
Cooper Creek Rd.
Stonebridge Dr.
Victory Pkwy.
Kansas Ave.
Louisiana Ave.
Mariana Ave.
Cattleman Dr.
Cowboy Dr.
Jadewood Dr.
Carter Ave.
Dakota Ave.
Francis Ave.
New Jersey St.
Taylor Ave.
Aspen Dr.
Sunburst Dr.
Whittle Way
Wydewood Dr.
Alpine St.
Austin St.
"B" St.
Boeing Dr.
Cessna Dr.
"D" St.
Delmar St.
Denton St.
"G" St
Godfrey St.
Idlewilde Dr.
"J" St.
"L" St.
Maberry St.
McDonald St.
"N" St.
Tarleton St.
Ward St.
Whitney Dr.
Woodcrest Dr.
Whitman Dr.
Ohio Ave.
Sherwood Dr.
Mathis St.
Spence Dr.
Cimmaron Dr.
Neely Ave.

ON

Radcliff Ct.
Railea Ct.
Rainbow Rd.
Rainbow Rd.
Raiz Dr.
Raiz Dr.
Ranch Ave.
Ranch Hand Dr.
Randolph Ln.
Randolph Ln.
Rangers Ct.
Raymond Rd.
Raymond Rd. (southernmost intersection)
Reading Ave.
Rebel Dr.
Rebel Dr.
Red River Ln.
Red River Ln.
Redbud Ct.
Redwood Run
Rees Ln.
Rees Ln.
Reeves Cir.
Regal Pl.
Reo Dr.
Republic Dr.
Republic Dr.
Revere Pl.
Revolution Dr. (both intersections)
Rex Rd.
Rex Rd.
Rhett Dr.
Rhett Dr.
Rhode Island Ave.
Rhode Island Ave.
Rhode Island Ave.
Rhode Island Ave.
Rhode Island Ave.
Rhode Island Ave.
Rhode Island Ave.
Rhode Island Ave.
Ric Dr.
Ric Dr.
Ric Dr.
Ric Dr.
Richmond Dr. / Ct.
Ridgeboro Ct.
Ridgemont Pl.
Ridgemont Ct.
Ridgeway Rd.

AT

Greenbriar Dr.
Beal Pkwy.
Idlewilde Dr.
Sunburst Dr.
Laguna Meadows Tr.
Pavilion Pkwy.
Tin Tr.
Maverick Ln.
Cowboy Dr.
Ranch Hand Dr.
Candlestick Dr.
Anetta Dr.
Canyon Dr.
Stratton Dr.
Cimmaron Ave.
Godfrey St.
Cattleman Dr.
Cowboy Dr.
Randolph Ln.
Teakwood Trc.
Dengar Ave.
Neely Ave.
Anetta Dr.
Everglade Ave.
Auburn Dr.
Brand Ln.
Rattler Ln.
Gallantry Ln.
Brand Ln.
Brown Heart Ln.
George Yard Ln.
Stonebridge Dr.
Torrey Vista Dr.
Camp St.
Colorado St.
Connell St.
Johnston St.
"L" St.
McKenzie St.
Moran St.
Pratt St.
Bentwood Dr.
Edgewood Dr.
Stoneybrook Dr.
Storey Ave.
Castleford Rd.
Ridgefield Ct.
Hereford Blvd.
Heritage Blvd.
Meadowside St.

ON

Ridgeway Rd.
Ridglea Dr.
Ridglea Dr.
Ringo Ct
Ringo Ct.
Rio Pl.
Rio Pl.
Rio Pl.
Rio Bravo St.
Rio Bravo St.
Rio Grande Ave.
Rio Grande Ave.
Rio Grande Dr.
Rio Grande Dr.
Riverfront Dr.
Riverside Dr.
Riverside Dr.
Riverside Dr.
Robin Ln.
Robin Hood Ct.
Rochester St.
Rockwood Dr.
Rockylane Dr.
Rodeo St.
Rodeo St.
Roosevelt Ave.
Roosevelt Ave.
Roosevelt Dr.
Roosevelt Dr.
Roosevelt Dr.
Roosevelt Dr.
Roosevelt Dr.
Roosevelt Dr.
Rope St.
Rosemont Dr.
Rosemont Dr.
Rosewood Dr.
Rosewood Dr.
Rosewood Dr.
Rosita Dr.
Ruby Dr.
Ruby Dr.
Ruidoso Ct.
Russell Dr.
Russell Dr. / Ct.
Rustic Trail

Sabine Dr.
Saddle Ct.
Saddle Horn Ln.

AT

Sunnyvale St.
Cuthbert Ave.
Nobles Ave.
Carriage Rd.
Draw Ct.
Carriage Rd.
Ranch Ave.
Stake Ave.
Ranch Ave.
Southwest St.
Crowley Blvd.
Frio Dr.
Amistad Dr.
Conroe St.
Wagner Dr.
Brown Heart Ln.
Holiday Hill Rd.
Oak Valley Dr.
Oriole Dr.
Sherwood Dr.
Bankhead Hwy.
Tanforan Ave./Ct.
Leisure Dr.
Cerrillos Ave.
E. Mockingbird Ln.
Mitchell St.
Powell St.
Crestview Rd.
Edgewood Dr.
Leddly Dr.
McDonald Dr.
Mercedes Dr.
Raymond Rd.
Mockingbird Ln.
Sagemont Dr.
Tremont Ave.
Lemonwood Dr.
Northcrest Dr.
Oriole Dr.
Alicia Ct.
Canyon Dr.
Raymond Rd.
Mark Ln.
Norwood St.
Stratton Dr.
Greentree Blvd. (at east and west intersections)
Crowley Blvd.
Burnett Ln.
Avalon Dr.

ON

Saddle Horn Ln.
Sage St.
Sagebrush Rd.
Sagebrush Rd.
Sagemont Dr.
Sagemont Dr.
Salisbury Pl.
Saltillo Ct.
San Angelo St.
San Angelo St.
San Angelo St.
San Antonio Ave.
San Antonio Ave.
San Antonio Ave.
San Bernard Dr.
San Carlos Ct.
San Clemente Dr.
San Clemente Dr.
San Diego Ct.
San Francisco Ave.
San Francisco Ave.
San Francisco Ave.
San Miguel Ave. / Ct.
San Miguel Ave.
San Pedro
San Pedro
San Pedro Ct.
San Saba Ave.
Sand Hill Cr.
Sandelwood St.
Sandelwood St.
Sands St.
Sandstone Dr.
Sandstone Dr.
Santa Clara Dr.
Santa Clara Dr.
Santa Clarita
Santa Clarita
Santa Rosa
Santa Rosa
Savoy Pl.
Savoy Pl.
Scaled Quail Rd.
Scenic Rd.
Scenic Rd.
Scharbauer Dr.
Scottsboro Ln.
Seaboard Ave.
Seaboard Ave.
Seaboard Ave.

AT

Longhorn Ln.
Hollandale Dr.
Meadowside St.
Sunnyvale St.
Pinemont Dr.
Tremont Ave.
Trinity Dr.
Camino Reale
Louisiana Ave.
Michigan Ave.
Tennessee Ave.
Amistad Dr.
Conroe St.
Spence Dr.
Pedernales Dr.
San Clemente Dr.
Guadalupe St.
Llano Ct.
Frio Dr.
Baca St.
Magellan St.
Rodeo St.
Magellan St.
San Francisco Ave.
Briarwood Ave.
Frio Dr.
Camino Reale
Crowley Blvd.
Vista West Pkwy.
Baumann Ave.
Kansas Ave.
Gulf Ave.
Green Tree Blvd
Sherwood Dr.
Pavilion Pkwy.
Stonebridge Dr.
Corona
San Pedro
Briarwood Ave.
Frio Dr.
Mayfield Pl.
Whitman Dr.
Valley Quail Rd.
Meadowside St.
Sunnyvale St.
Main St.
Rustic Tr.
Cessna Dr.
Godfrey St.
"H" St.

ON

Seaboard Ave.
Seaboard Ave.
Seaboard Ave.
Seaboard Ave.
Seaboard Ave.
Seaboard Ave.
Seaboard Ave.
Seattle Slew Tr.
Secor St.
Secretariat St.
Secretariat St. (both intersections)
Sedona
Seminole Dr.
Semper Fidelis
Semper Fidelis
Sentinel Ave.
Sentinel Ave.
Sentinel Ave.
Sentinel Ave.
Sentinel Ave.
Sentinel Dr.
Sentinel Dr.
Sentinel Dr.
Sequoia St.
Shady Oak Ct.
Shadybrook Rd.
Shadybrook Rd.
Shadylane Dr.
Shadyview Pl.
Shandon Ave.
Shandon Ave.
Shandon Ave.
Shandon Ave.
Shandon Ave.
Shandon Ave.
Shandon Ave.
Shandon Ave.
Shandon Ave.
Shawnee
Shawnee
Shell Ave.
Shell Ave.
Shell Ave.
Shell Ave.
Shell Ave.
Shell Ave.
Shell Ave.

AT

Huntington St.
"T" St.
"L" St.
Lanham St.
Mogford St.
"N" St.
Tarleton St.
Whitney Dr.
Sir Barton Pkwy.
Ohio Ave.
Affirmed Ave.
Sir Barton Pkwy.
Frio Dr.
Eisenhower Dr.
Chelsea Pl.
Fairfield Ln.
Alpine St.
Delmar St.
Denton St.
Tarleton St.
Upland St.
Maberry St.
Murray St.
Whitney Dr.
Green Tree Blvd.
Teakwood Trace
Meadowside St.
Sage Brush Rd.
Bentwood Dr.
Tanforan Ave.
Cimmaron Ave.
Godfrey St.
Lanham St.
Loma Dr.
Main St.
Mogford St.
Pecos St.
Tarleton St.
Ward St.
Whitney Dr.
Pueblo
Wrangler Ln.
"C" St.
"D" St.
Godfrey St.
Huntington St.
"T" St.
"L" St.
"N" St.
McDonald St. (westernmost)

ON

Shell Ave.
Shell Ave.
Shell Ave.
Sherwood Dr.
Sherwood Dr.
Shirley Ln.
Shirley Ln.
Shirley Ln.
Silverton Dr.
Silverton Dr.
Sinclair Ave.
Sinclair Ave.
Sinclair Ave.
Sinclair Ave.
Sinclair Ave.
Sinclair Ave.
Sinclair Ave.
Sinclair Ave.
Sinclair Ave.
Sinclair Ave.
Sinclair Ave.
Sinclair Ave.
Sinclair Ave.
Sinclair Ave.
Sinclair Ave.
Sinclair Ave.
Sinclair Ave.
Sinclair Ave.
Sinclair Ave.
Sinclair Ave.
Sinclair Ave.
Sinclair Ave.
Sinclair Ave.
Sioux Ct.
Sir Barton Pkwy.
Sister Creek
Sister Creek
Six Flags
Skyline Dr.
Skyline Dr.
Skyview Rd.
Skyview Rd.
Skywood Cr. (west intersection)
Smith Rd. (both intersections)
Solomon Ln.
Solomon Ln.
Solomon Ln.
Solana
South St.
South St.
Southampton Ln.
Southwest St.
Sparhawk Dr.

AT

intersection)
Sparks St.
Tarleton St.
Upland St.
Oriole Dr.
Sandstone Dr.
“D” St.
Oaklawn Dr.
Cumberland Dr.
Gunnison Dr.
Durango Dr.
“C” St.
Cessna Dr.
Culver Dr.
“D” St.
Godfrey St.
Holdridge Rd.
Hughes St.
Huntington St.
Lanham St.
Lindora Way / Woodcrest Dr.
McDonald St.
“N” St.
Northrup Drive
Pecos St.
Sparks St.
Tarleton St.
Upland St.
Ward St.
Wydewood Dr.
Kanawha
Alysheba Ln.
Fall Creek
Woodrose
Big Bend Country
Haynes Ave.
Northfield Dr.
Meadowside St.
Sunnyvale St.
Meadowpark Dr.
Desta Dr.
“A” St.
Lamesa Rd.
Stonebridge Dr.
Santa Clarita
Carver St.
Lamesa Rd.
Newcastle Dr.
Carriage Rd.
Quail Ridge Rd.

ON

Sparks St.
Sparks St.
Sparks St.
Spartan Dr.
Spartan Dr.
Spence Dr.
Spence Dr.
Spence Dr.
Spraberry Dr.
Spraberry Dr.
Spraberry Dr.
Spraberry Dr.
Spahn St.
Spring Meadow Ln.
Spring Meadow Ln.
Spring Park Dr.
Springfield Ct.
Springmont Dr.
Springwood Ct.
Spruce Ave.
Spruce Ave.
Spruce Ave.
Spruce Ave.
Spruce Ave.
Spur Dr.
Spur Dr.
Spur Dr.
Spyglass Cr.
St. Andrews Dr.
St. Andrews Dr. / Ct.
St. Andrews Dr.
St. Andrews Dr.
Stacie Ave.
Stage Coach Ct.
Stanolind Ave.
Stanolind Ave.
Stanolind Ave.
Stanolind Ave.
Stanolind Ave.
Stanolind Ave.
Stanolind Ave.
Stanolind Ave.
Stanolind Ave.
Stanolind Ave.
Stanolind Ave. (both “dead end”
locations between “D” St. and
“A” St.)
Stanolind Ave.
Stanolind Ave.

AT

Country Club Dr.
Humble Ave.
Princeton Ave.
Fannin Ave.
Neely Ave.
Canadian Ave.
Hilltop Dr.
Rio Grande Ave.
Anetta Dr.
Canyon/Devonian Dr.
Pleasant Dr.
Raymond Rd.
Mile High Ln.
Meadowpark Dr.
Pine Meadow Dr.
Edwards St.
Greenbriar Dr.
Whittle Way
Pine Meadow Dr.
Loma Dr.
Main St.
Neely Ave.
Pecos St.
Tyler St.
I-20 N. Frontage Rd.
Lone Star Ln.
Red River Ln.
Purple Sage Tr.
Dentcrest Dr.
Godfrey St.
Mark Ln.
Norwood St.
Holdridge Rd.
Blue Sky St.
“D” St.
Godfrey St.
“H” St.
Huntington St.
“T” St.
“L” St.
Lanham St.
Mark Ln.
McDonald Dr.
Mogford St.
“N” St.
Stanolind Ave.

Tarleton St.
Wedgewood St.

Stanolind Ave.
Stanolind Ave.
Stanolind Ave.
Starboard Dr.
Stellar Pl.
Stellar Pl.
Sterling Pl.
Sterling Ct.
Stetson Dr.
Stewart Ave.
Stewart Ave.
Stillmeadow Dr.
Stillmeadow Dr.
Stokes Ave.
Stokes Ave.
Stonebridge Dr.
Stonebridge Dr.
Stonebridge Dr.
Stonebridge Dr.
Stonecrest
Stonecrest
Stonefield Dr.
Stonefield Dr.
Stoneleigh Rd.
Stonewall St.
Stonewall St.
Stoneybrook Dr.
Stoneybrook Dr.
Storey Ave.
Storey Ave.
Storey Ave.
Storey Ave.
Storey Ave.
Storey Ave.
Storey Ave.
Storey Ave.
Storey Ave.
Storey Ave.
Storey Ave.
Storey Ave.
Storey Ave.
Storey Ave.
Storey Ave.
Storey Ave.
Storey Ave.
Stratford Ct.
Stratton Dr.
Stratton Dr.
Stutz Dr.

Western Dr.
Whitney Dr.
Winfield Rd.
Tradewinds Blvd.
Godfrey St.
Trinity Dr.
Crowley Blvd.
Heritage Blvd.
Honeysuckle Ln.
Shandon Ave.
Tarleton St.
Fargo Ave.
Westminster Dr.
Baird St. (westbound)
Terrell St. (eastbound)
Cerrillos Ave.
Mockingbird Ln.
Pavilion Pkwy.
Solomon Ln.
Hereford Blvd.
Windrift
Stonebridge Dr.
Torrey Vista Dr.
Lancashire Rd.
Indiana Ave.
New York Ave.
Ric Dr.
Shadylane Dr.
Alpine St.
“B” St.
Bentwood Dr.
Bonham St.
“C” St.
“D” St.
Edgewood Dr.
“F” St.
“G” St.
Godfrey St.
“K” St.
Lanham St.
Maberry St.
Marienfeld St.
McDonald St.
Powell St.
Stoneybrook Dr.
Ward St.
Kingston Dr.
Lehigh Dr.
St. Andrews Dr.
Maxwell Dr.

ON

Stutz Dr. / Ct.
Stutz Dr.
Stutz Pl.
Summit Ave.
Summit Ave.
Summit Ave.
Sunburst Dr.
Sunburst Dr.
Suncrest Ave.
Suncrest Ave.
Sundance Pl.
Sundance Ct.
Sundown Cr.
Sunmore Cr. (both intersections)
Sunny Stone Dr.
Sunnyside Dr.
Sunnyside Dr.
Sunrise Way
Sunset Blvd.
Sunset Blvd.
Sunshine Pkwy.
Sunshine Pkwy.
Sun Tea Way
Sun Tea Way
Sweetbriar Dr.
Sweetbriar Dr.
Sycamore Ave.
Sycamore Ave.
Tamarind Dr.
Tammy Cv.
Tampico Dr.
Tampico Dr.
Tanforan Ave.
Tanforan Ave.
Tanglewood Dr.
Tanner Dr.
Tanner Dr.
Tanner Dr.
Tanner Dr.
Taos Rd.
Tarleton St.
Tarleton St.
Tarleton St.
Tarleton St.
Taylor Ave.
Taylor Ave.
Taylor Ave.
Taylor Ave.
Taylor Ave.

AT

Ward St.
Whitney Dr.
Lanham St.
Baird St. (westbound)
Belmont St.
Terrell St. (eastbound)
Preston Dr.
Sunshine Pkwy.
Dengar Ave.
McDonald St.
Crowley Blvd.
Heritage Blvd.
Purple Sage Tr.
Sunburst Dr.
Daybreak Way
Stonybrook Dr.
Storey Ave.
Overshine Ln.
Michigan Ave.
Ohio Ave.
Idlewilde Dr.
Wydewood Dr.
Daybreak Way
Harvest Rain St.
Ric Dr.
Storey Ave.
Crestview Rd.
Holly Dr.
Melville Dr.
Fredna Pl.
Denton St.
Monterrey Dr.
Oriole Dr.
Widener Strip
Leisure Dr.
Devonian Dr.
Leddy Dr.
McDonald St.
Mercedes Dr.
Raymond Rd.
Overshine Dr.
Cuthbert Ave.
Neely Ave.
Shandon Ave.
Storey Ave.
Camp St.
Jefferson St.
Main St.
Marshall St.
Mineola St.

Taylor Ave.
Teakwood Tr.
Tejas
Telluride Dr./Ct.
Tennessee Ave.
Tennessee Ave.
Tennessee Ave.
Tennessee Ave.
Tennessee Ave.
Tennessee Ave.
Tennessee Ave.
Tennessee Ave.
Tennessee Ave.
Tennessee Ave.
Tennessee Ave.
Tennessee Ave.
Tennessee Ave.
Tennessee Ave.
Tennessee Ave.
Tennessee Ave.
Tennessee Ave.
Tennessee Ave.
Tennessee Ave.
Tennessee Ave.
Tennessee Ave.
Terra Ct.
Terrace Ave.
Terrace Ave.
Terrace Ave.
Terrace Ave.
Terrace Ave.
Terrell St.
Terrell St.
Terrell St.
Terrell St.
Terrell St.
Terrell St.
Terrell St.
Terrell St.
Terrell St.
Texas Ave.
Texas Ave.
Texas Ave.
Texas Ave.
Texas Ave.
Texas Ave.
Thames Ct.
Thomas Ave.
Thomas St.
Thomas Ave.
Thomas Paine Rd.
Thomas Paine Rd.
Thomason Dr.

Terrell St.
Oriole Dr.
Shawnee
Durango Dr.
Baird St.
“C” St.
Carrizo St.
Colorado St.
“D” St.
Dallas St.
E. Broadway St.
“F” St.
Fort Worth St.
“G” St.
Loraine St.
“L” St.
“M” St.
Main St.
Marienfeld St.
“N” St.
Terrell St.
W. Broadway
Weatherford St.
Brighton Pl.
Lanham St.
Maberry St.
Mogford St.
Neely Ave.
Ward St.
Cuthbert Ave.
Gist Ave.
Golf Course Rd.
Hicks Ave.
Illinois Ave.
Louisiana Ave.
Parker Ave.
Taylor Ave.
Calhoun St.
Carver St.
Donald St.
Jackson St.
Lee St.
Tilden St.
Lancashire Rd.
Crestview Rd.
Ohio Ave.
Raymond Rd.
Bunker Hill Rd.
Musket Dr.
Beal Pkwy. / Illinios Ave.

ON

Thomason Dr.
Thornridge Dr.
Thornridge Dr.
Three Rivers Ln.
Three Rivers Ln.
Tilden St.
Tilden St.
Tilden St.
Tilden St.
Tilden St.
Timber Ln. / Ct.
Timberglen Pl./Cir.
Timberwolf
Torrey Vista Dr.
Tower Rd. (both intersections)
Tradewinds Blvd.
Travis Ave.
Travis Ave.
Travis Ave.
Travis Ave. (both intersections)
Travis Ave.
Travis Ave.
Tremont Ave.
Tremont Ave.
Tremont Ave.
Tremont Ave.
Tremont Ave.
Trennon Pl.
Trenton Dr.
Trenwood Dr.
Trenwood Dr.
Trevino St.
Trevino St.
Trevino St.
Trinity Ct.
Trinity Dr.
Trinity Dr.
Trinity Dr.
Trinity Meadows Dr.
Trinity Meadows Dr.
Trinity Meadows Pl.
Trinity Meadows Pl.
Truman St.
Truman St.
Truman St.
Truman St.
Turtle Creek Rd.
Twin Springs
Tyler St.

AT

Tradewinds Blvd.
Leisure Dr.
Shadylane Dr.
Riverfront Dr.
Spahn St.
Golf Course Rd.
Illinois Ave.
Indiana Ave.
Orchard Ln.
Wall St.
Oakridge Dr.
Valwood Dr.
Elkins
Solomon Ln.
Jordy Rd.
Deauville Blvd.
Crestview Rd.
Holly Dr.
Powell St.
Walker St.
Waverly Dr.
Williams St.
Dentcrest Dr.
Edgemont Dr.
Mark Ln.
Sagemont Dr.
Whittle Way
Crowley Blvd.
Trobaugh Blvd.
Desert Rose Dr.
Solomon Ln.
Crenshaw Dr.
Graham Dr.
Nicklaus St.
Greenbriar Dr.
Godfrey St.
Milbrook Pl.
Wedgewood St.
Fieldcrest Ln. / Meadowridge Ln.
Skyline Dr.
Northfield Dr.
Skyline Dr.
Delano Ave.
Franklin Ave.
Kessler Ave.
Mariana Ave.
Pedernales Dr.
Barking Rock
California Ave. (east and west intersections)

Tyler St.
Tyler St.
Tyler St.
Tyler St.
Tyler St.
Tyler St.
Tyler St.
Tyler St.
Tyler St.
Tyler St.
Tyler St.
Tyler St.
Tyler St.
Tyler St.
Tyler St.
Tyler St.
Tyler St.
Tyler St.
Tyler St.
Tyler St.
Tyler St.
Tyler St.
Tyler St.
Tyler St.
U.S. 80 Service Rd.
U.S. 80 Service Rd.
U.S. 80 Service Rd.
Unbridled Tr.
Upland St.
Upland St.
Upland St.
Upland St.
Upland St.
Upland St.
Upland St.
Upland St.
Upland St.
Valley Dr.
Valley Dr.
Valley View St.
Valor Ct.
Valor Ln.
Valor Ln.
Val Verde Dr.
Valwood Dr.
Vanguard Rd.
Vanguard Rd.

Chestnut Ave.
Cottonwood Ave.
Cowden Ave.
Cuthbert Ave.
Dormard Ave.
Estes Ave.
Garden Ln.
Golf Course Rd.
Hamby Ave.
Illinois Ave.
Indiana Ave.
Industrial Ave.
Jax Ave.
Jefferson St.
Magnolia Ave.
Missouri Ave.
New York Ave.
Nobles Ave.
Oak Ave.
Orchard Ln.
Parker Ave.
Pine Ave.
South Ln.
Texas Ave.
Wall St.
Walnut Ln.
Washington Ave.
County Rd. 1162
Elkins Rd.
Todd Rd.
Sir Barton Pkwy.
Baumann Ave.
Bedford Ave.
Cuthbert Ave.
Kansas Ave.
Louisiana Ave.
Michigan Ave.
Ohio Ave.
Princeton Ave.
Storey Ave.
Haynes Ave.
Skyline Dr.
Daybreak Way
Valor Ln.
Arlington Rd.
Pentagon Rd.
Sandstone Dr.
Tanforan Ave.
Arlington Rd.
Bunker Hill Rd.

ON

Vanguard Rd.
Vanguard Rd.
Ventnor Ave.
Ventnor Ave.
Ventura Ave.
Ventura Ave.
Verde Glen Ct.
Vermont Ave.
Versailles Dr.
Versailles Dr.
Versailles Dr.
Versailles Dr.
Victory Pkwy.
Victory Pkwy.
Vine Pl.
Virginia Ave.
Vista Ridge Rd.
Vista Ridge Rd.
Vista West Pkwy.
Vista West Pkwy.
Vista West Pkwy.
Viva Max Dr.
Viva Max Dr.
W. Broadway St.
W. Broadway St.
W. Broadway St.
W. Broadway St.
W. Broadway St.
W. Circle Dr.
W. Circle Dr.
W. Circle Dr.
W. Industrial Loop
Wagner Dr./St.
Wagner Dr.
Wagon Ct.
Walcott Ave.
Walcott Ave.
Walcott Ave.
Wall St.
Wall St.
Wall St.
Wall St.
Walnut Ln.
Walnut Ln.
Walnut Ln.
Walnut Ln.
Walton Ave.
Ward St.
Ward St.
Ward St.

AT

Founders Rd.
Victory Pkwy.
Boardwalk
Carver St.
“T” St.
“L” St.
Bent Tree Tr. (both intersections)
Pacific Ave.
Burchill Dr.
Devonian Dr.
Eisenhower Dr.
Meadow Dr.
Arlington Rd.
Crown Point Ct.
Franklin Ave.
Pacific Ave.
Meadowside St.
Sunnyvale St.
Bluebird Ln.
Caldera Blvd.
Purple Sage Trl.
McPherson Ln.
Thomas Paine Rd.
Cuthbert Ave.
Harvard Ave.
Louisiana Ave.
Michigan Ave.
Storey Ave.
Delano Ave.
Franklin Ave.
Roosevelt Ave.
Industrial Ave.
Legends Blvd.
Three Rivers Ln.
Husk St.
Loraine St.
Main St.
Whitaker St.
Carver St.
Lee St.
Loraine St.
Tilden St.
Carver St.
Fairgrounds Rd.
Lincoln St.
Terrell St.
Pecos St.
Auburn Dr.
Cuthbert Ave.
Fannin Ave.

ON

Ward St.
Ward St.
Ward St.
Ward St.
Ward St.
Ward St.
Ward St.
Ward St.
Warehouse Rd.
Washington Ave.
Washington Ave.
Washington Ave.
Washington Ave.
Washington Ave.
Washington Ave.
Washington Ave.
Washington Ave.
Washington Ave.
Washington Ave.
Washington Ave.
Washington Ave.
Washington Ave.
Washington Ave.
Washington Ave.
Washington Ave.
Washington Ave.
Washington Ave.
Washington Ave.
Washington Ave.
Washington Ave.
Washita
Washita
Washita
Washita
Watson Ct.
Watson St.
Watson St.
Waukomis Pl.
Waurika Pl.
Waverly Dr.
Waverly Dr.
Wayside Dr.
Weatherford St.
Weatherford St.
Weatherford St.
Weatherford St.
Weatherford St.
Weatherford St.
Weatherford St.
Weatherford St.
Weatherford St.
Weatherford St.

AT

Haynes Ave.
Haynes Dr.
Louisiana Ave.
Michigan Ave.
Neely Ave.
Ohio Ave.
Princeton Ave.
Sentinel Dr.
Industrial Ave.
"B" St.
Benton St.
"C" St.
Carver St.
Clay St.
"D" St.
"F" St.
"G" St.
"L" St.
Lee St.
Madison St.
Main St.
Mann St.
McGarvey St.
"N" St.
Pecos St.
Stonewall St.
Tilden St.
Webster St.
Choctaw
Fairgrounds Rd.
Kanawha
Shawnee
Crenshaw Dr.
Cuthbert Ave.
Pecos St.
Navajo
Navajo
Anetta Dr.
Raymond Rd.
Taylor Ave.
Cuthbert Ave.
Golf Course Rd.
Hamby Ave.
Hicks Ave.
Indiana Ave.
Jax Ave.
Kansas Ave.
Kentucky Ave.
Louisiana Ave.
Michigan Ave.

ON

Weatherford St.
Weatherford St.
Weatherford St.
Weatherford St.
Weatherford St.
Weatherford St.
Weatherford St.
Webster St.
Webster St.
Webster St.
Wedgewood Ct.
Wedgewood St.
Wedgewood St.
Wedgewood St.
Wedgewood St.
Wedgewood St.
Wedgewood St.
West Wind Ct.
Westcliff Dr.
Westcliff Dr.
Western Dr.
Western Dr.
Western Dr.
Westin Dr.
Westminister Dr.
Westminster Dr.
Westmont Ct.
Westview Dr.
Westview Dr.
Westwind Dr.
Westwind Dr.
Wewoka Pl.
Whitaker St.
Whitaker St.
White Horse Cv.
Whitman Dr.
Whitney Dr.
Whitney Dr.
Whitney Dr.
Whitney Dr.
Whitney Dr.
Whittle Way
Whittle Way
Whittle Way
Wichita Ct.
Willeys Ave.
Willeys Ave.
Willeys Ave.
Willingham Dr.

AT

Mississippi Ave.
New Jersey Ave.
New York Ave.
Parker Ave.
Pennsylvania Ave.
Taylor Ave.
Washington Ave.
Indiana Ave.
New York Ave.
Pennsylvania Ave.
Godfrey St.
Godfrey St.
Gulf Ave.
Humble Ave.
Hyde Park Ave.
Neely Ave.
Shell Ave.
Bent Tree Tr.
Douglas Ave.
Princeton Ave.
Golf Course Rd.
Neely Ave.
Stanolind Ave.
Pavilion Pkwy.
Fargo Ave.
Norwood St.
Whittle Way
Bluebird Ln. (northbound)
Southridge Ct.
Nassau Dr.
Shell Ave.
Navajo
Cuthbert Ave.
Kansas Ave.
Berkeley Trail
Bluebird Ln.
Haynes Dr.
Maxwell Dr.
Moss Ave.
Neely Ave.
Sentinel Dr.
Preston Dr.
Sunshine Pkwy.
Tremont Ave.
Pedernales Dr.
Calhoun St.
Jackson St.
Jesse St.
Tilden St.
Manor St.

ON

Willingham Dr.
Willowood Dr.
Wilshire Dr.
Wilshire Dr.
Wilshire Dr.
Wimberley Spring Ct.
Windecker St.
Windecker St.
Windecker St.
Windhaven Dr.
Windhaven Dr.
Windridge Cir.
Windrift
Winfield Rd.
Winfield Rd.
Winfield Rd.
Winfield Rd.
Winfield Rd.
Wolcott Ave.
Wolcott Ave.
Wolcott Ave.
Wood Dr.
Wood Dr.
Woodbar Ct.
Woodcrest Dr.
Woodcrest Dr.
Woodcrest Dr.
Woodcrest Dr.
Woodcrest Dr.
Woodcrest Dr.
Woodhaven Ct.
Woodhaven Dr.
Woodhollow Dr.
Woodhollow Dr.
Woodhollow Dr.
Woodhollow Dr.
Woodhollow Dr.
Woodland Park Ave.
Woodland Park Ave.
Woodland Park Ave.
Woodlawn Dr.
Woodlawn Dr.
Woodrose
Wrangler Ln.
Wright Dr.
Wyatt Way
Wydewood Dr.
Wydewood Dr.
Wydewood Dr.
Wydewood Dr.
Wydewood Dr.

AT

McDonald St.
Leisure Dr.
Eisenhower Dr.
Graceland Dr.
Parkdale Dr.
Spence Dr.
La Force Blvd.
Sloan Field Blvd.
Wright Dr.
Deauville Blvd.
Tradewinds Blvd.
Mockingbird Ln. (both intesections)
Crowley Blvd.
"H" St.
Humble Ave.
"T" St.
"L" St.
Seaboard Ave.
Baird St.
Terrell St. (eastbound)
Main St.
Oriole Dr.
Valwood Dr.
Northcrest Dr.
Cuthbert Ave.
Princeton Ave.
Ric Dr.
Sinclair Ave.
Storey Ave.
Skyline Dr.
Skyline Dr.
Briarpath Dr.
Hilltop Dr. / Lemonwood Dr.
Mathis St.
Northcrest Dr.
Oriole Dr.
"A" St.
Breckenridge Dr.
Gunnison Dr.
Gulf Ave.
Stanolind Ave.
Barking Rock
Lone Star Ln.
Sloan Field Blvd.
Stake Ave.
Dengar Dr.
Dentcrest Ave.
Everglade Ave.
Neely Ave.
Sinclair Ave.

ON

Wylea Cv.
Yellow Rose Ct.
Yorkshire Dr.
Yorkshire Dr.

AT

Lindora Way
Buffalo Gap
Sherwood Dr.
Widener Strp.

SECTION TWO. That the Traffic Engineer is hereby authorized and directed to erect and install appropriate signs and markings at the designated locations in conformance with the State Highway Department's Manual and Specifications, indicating and carrying out the provisions 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 hundred dollars (\$200.00).

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., 2022; 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., 2022, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney



City Council Meeting

Item Number: 22
Meeting Date: August 23, 2022
To: City Council / City Manager
From: Christy Weakland, Director
Subject: AN ORDINANCE OF THE CITY OF MIDLAND PROVIDING FUNDS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023, BY APPROVING THE BUDGET FOR SAID PERIOD AND APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS OUT OF THE GENERAL AND OTHER REVENUES AND UNAPPROPRIATED FUND BALANCE OF THE CITY OF MIDLAND FOR SAID FISCAL YEAR FOR THE MAINTENANCE AND OPERATION OF THE VARIOUS DEPARTMENTS AND FOR VARIOUS ACTIVITIES AND IMPROVEMENTS TO THE CITY; AND ORDERING PUBLICATION (DISTRICT: NONE) (FINANCE)

Purpose:

Compliance with the Texas Local Government Code requires a public hearing on the proposed budget more than 15 days after the proposed budget is filed with the city Secretary. The budget was filed with the City Secretary on August 5, 2022.

Recommended City Council Action:

Approve

Fiscal Impact:

The proposed budget is submitted as the City of Midland's general operating plan for the fiscal year beginning October 1, 2022 and ending September 30, 2023.

Discussion:

The City Council established a Proposed Tax Rate of 0.361731 cents on August 2, 2022. At this tax rate the General Fund will have a budgeted appropriation of \$148,550,541 for FY23.

The other major funds will have total budgeted of \$230,424,853

Monnie Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MIDLAND PROVIDING FUNDS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023, BY APPROVING THE BUDGET FOR SAID PERIOD AND APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS OUT OF THE GENERAL AND OTHER REVENUES AND UNAPPROPRIATED FUND BALANCE OF THE CITY OF MIDLAND FOR SAID FISCAL YEAR FOR THE MAINTENANCE AND OPERATION OF THE VARIOUS DEPARTMENTS AND FOR VARIOUS ACTIVITIES AND IMPROVEMENTS TO THE CITY; AND ORDERING PUBLICATION

WHEREAS, as required by Article IV, Section 14, of the City Charter, the City Manager has prepared and submitted to the City Council a Budget Estimate of expenditures and revenues of all City departments, activities, and offices for the year beginning October 1, 2022, and ending September 30, 2023; and

WHEREAS, said Budget has been filed with the City Secretary of the City of Midland, Texas, as required; and

WHEREAS, notices of a public hearing upon said Budget have been duly and legally made; and

WHEREAS, said public hearing has been held and full and final consideration given said Budget;

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

SECTION ONE. That for the purpose of providing the funds necessary and proposed to be expended in the Budget of the City of Midland for the fiscal year beginning October 1, 2022, and ending September 30, 2023, the Budget prepared by the City Manager and submitted to the City Council for its consideration and approval is hereby approved, and the available resources and revenues of the City of Midland as set forth in said Budget for said fiscal year, are hereby appropriated and set aside for the maintenance and operation of the various departments of the Government of the City of Midland, together with the various

activities and improvements as set forth in said Budget; and the appropriations shall be strictly applied for the uses and purposes in the respective departments as provided for in said Budget.

SECTION TWO. That the said Budget for the fiscal year beginning October 1, 2022, and ending September 30, 2023, approved herein shall be attached to and made a part of this ordinance the same as if copied in full herein, said Budget being on file in the City Secretary's office referenced by the number and date of this Ordinance.

SECTION THREE. That expenditures during the fiscal year beginning October 1, 2022, and ending September 30, 2023, shall be made in accordance with the summary Budget approved by this ordinance unless otherwise authorized by a duly enacted resolution or ordinance of the City of Midland and subject to the following provisions and conditions, to wit:

1. That no expenditure may be made without Council approval which shall increase the total appropriation for any one Fund.
2. That the City Manager may make transfers to and between departments and divisions unless such transfers would increase the total appropriation within a Fund.
3. That department managers are hereby authorized to approve transfers of amounts between line items within their departments if such transfers do not significantly change the work program contemplated in the approved Budget.

SECTION FOUR. During each year while there is any liability by reason of the City's Personnel Policies or Employment Agreements, the City Council shall compute and ascertain the rate and amount of ad valorem tax, based on the latest approved tax rolls with full allowance being made for tax collection, which will be sufficient to raise the money required to pay any sums which may be or become due during any such year, in no instance to be less than two percent (2%) of such obligation, together with all interest thereon, because of the obligations assumed by the City's Personnel Policies or Employment

Agreements. Said rate and amount of ad valorem tax will be ordered to be levied against all taxable property in the City for each year while any liability exists by reason of the obligations undertaken by the City's Personnel Policies or Employment Agreements, and said ad valorem tax shall be assessed and collected each year until all of the obligations incurred in the City's Personnel Policies or Employment Agreements shall have been discharged and all liability discharged.

SECTION FIVE. For the purpose of this ordinance, certain words as used herein are defined as follows:

1. The term "agency" wherever used in the said Budget shall mean the same and be synonymous with the term "department" as used in the Charter, ordinances, resolutions, and other official documents and policies of the City of Midland, Texas.
2. The term "organization" wherever used in the said Budget shall mean the same and be synonymous with the term "division" as used in the Charter, ordinances, resolutions and other official documents and policies of the City of Midland, Texas.

SECTION SIX. All departments of the City required to be established by the City Charter, state law, or federal law are deemed to be created.

SECTION SEVEN. That all transfers from the Water and Sewer Fund and Sanitation Fund are made in compliance with Sections 1502.057, 1502.058 and 1502.059 of the Texas Government Code.

SECTION EIGHT. That the City Manager shall give notice of water rate increases to appropriate individuals and entities as required by state law.

SECTION NINE. That the City Manager is hereby authorized and directed to execute contracts for grants of Hotel/Motel Tax funds to the extent that said grants are included in the Budget.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2022; 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., 2022, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Christy Weakland, Director of Finance

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

NOTICE OF PUBLIC HEARING
2022-2023
CITY OF MIDLAND
ANNUAL OPERATING BUDGET

Notice is hereby given that the Mayor and City Council will conduct a Public Hearing at 10:00 A.M. on Tuesday, August 23, 2022 in the City Hall Council Chamber located at 300 North Loraine, Midland, Texas.

THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$2,083,824 OR 3.35%, AND OF THAT AMOUNT, \$1,001,516 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.

The Public Hearing is for the purpose of allowing the public and other interested groups to make comments regarding the 2022-2023 City of Midland Budget.

(Publish August 9, 2022 or as soon as possible)

Fund/Department	FY 2021 Actuals	FY 2022 Budget	FY 2023 Proposed	Budget Increase/(Decrease)
GENERAL FUND				
GENERAL FUND REVENUE TOTALS	\$141,312,345	\$137,666,537	\$148,550,541	\$10,884,004
GENERAL FUND EXPENDITURE TOTALS	\$129,255,597	\$137,666,537	\$148,550,541	\$10,884,004
TOTAL SURPLUS/(DEFICIT)	\$12,056,749			
GENERAL FUND EXPENDITURE DETAILS:				
CITY COUNCIL	\$28,352	\$44,174	\$45,411	\$1,237
CITY MANAGERS	\$1,248,889	\$1,390,950	\$1,540,723	\$149,773
CITY MANAGERS OFFICE	\$981,725	\$1,114,136	\$1,143,576	\$29,439
PUBLIC INFORMATION	\$267,165	\$276,813	\$397,147	\$120,334
MUNICIPAL COURT	\$2,045,628	\$2,281,791	\$2,407,684	\$125,893
LEGAL	\$1,271,523	\$1,218,312	\$1,356,459	\$138,147
CITY SECRETARY	\$493,082	\$629,094	\$795,676	\$166,582
ADMINISTRATIVE SERVICES	\$1,282,662	\$989,521	\$1,124,955	\$135,433
EMPLOYEE HEALTH & WELLNESS	\$196,906			
HUMAN RESOURCES	\$861,253	\$989,521	\$1,124,955	\$135,433
RISK MANAGEMENT	\$224,503			
CISD	\$7,559,060	\$8,141,512	\$8,060,232	(\$81,280)
COMMUNICATION MAINTENANCE	\$690,885	\$761,027	\$935,659	\$174,633
GIS ADMINISTRATION	\$563,470	\$656,409	\$968,720	\$312,311
INFORMATION SYSTEM ADM	\$1,603,859	\$1,849,084	\$1,944,290	\$95,207
INFORMATION SYSTEMS	\$4,702,014	\$4,874,993	\$4,211,562	(\$663,431)
FINANCE	\$1,910,237	\$1,870,010	\$2,189,007	\$318,996
ACCOUNTING	\$904,762	\$924,672	\$1,152,586	\$227,914
FINANCE ADMINISTRATION	\$624,602	\$511,842	\$579,894	\$68,051
TREASURY	\$380,873	\$433,496	\$456,527	\$23,031
GENERAL SERVICES	\$2,901,241	\$4,756,615	\$5,460,362	\$703,746
FACILITIES SERVICES	\$2,476,386	\$4,309,465	\$4,685,418	\$375,953
PURCHASING	\$424,855	\$447,150	\$774,944	\$327,793
DEVELOPMENT SERVICES	\$3,244,346	\$4,178,689	\$4,655,793	\$477,104
CODE ADMINISTRATION	\$2,641,119	\$3,169,803	\$3,436,316	\$266,513
COMMUNITY DEVELOPMENT	(\$153,544)	\$136,365	\$249,432	\$113,066
PLANNING & DEVELOPMENT	\$756,771	\$872,520	\$970,045	\$97,525
ENGINEERING	\$19,051,887	\$21,074,287	\$21,472,597	\$398,310
ENGINEERING SERVICES	\$2,865,190	\$3,094,730	\$3,361,528	\$266,798
TRAFFIC OPERATIONS	\$2,724,796	\$2,529,934	\$2,662,777	\$132,843
TRANSPORTATION	\$13,461,901	\$15,449,624	\$15,448,293	(\$1,331)
COMMUNITY SERVICES	\$11,523,533	\$13,295,800	\$14,839,855	\$1,544,054
ANIMAL SERVICES	\$1,405,335	\$1,761,151	\$2,275,431	\$514,280
HEALTH SERVICES	\$2,216,019	\$2,589,474	\$2,819,264	\$229,790
PARKS	\$6,292,332	\$6,856,641	\$7,528,540	\$671,899
RECREATION	\$1,157,537	\$1,388,944	\$1,515,275	\$126,331
SENIOR SERVICES	\$452,310	\$699,590	\$701,345	\$1,755
POLICE	\$35,241,783	\$35,343,635	\$38,963,132	\$3,619,497
AIRPORT POLICE	\$2,156,052	\$379,238	\$303,368	(\$75,870)
COMMERCIAL VEHICLE ENFORCEMENT	\$348,760	\$543,547	\$500,941	(\$42,606)
COMMUNICATIONS	\$2,681,029	\$2,813,389	\$3,268,134	\$454,745
FIELD OPERATIONS BUREAU	\$18,668,920	\$19,657,479	\$20,858,791	\$1,201,311
INVESTIGATIVE SERVICE BUREAU	\$5,945,802	\$6,592,096	\$7,244,562	\$652,466
PD STEP	\$95	\$25,000		(\$25,000)
POLICE ADMINISTRATION	\$2,182,208	\$1,815,083	\$2,348,215	\$533,132
SUPPORT SERVICES BUREAU	\$3,192,785	\$3,450,430	\$4,364,944	\$914,514
VCLG PROGRAM	\$66,130	\$67,374	\$74,178	\$6,804
FIRE	\$34,108,009	\$34,833,299	\$38,309,472	\$3,476,173

Fund/Department	FY 2021 Actuals	FY 2022 Budget	FY 2023 Proposed	Budget Increase/(Decrease)
AIRPORT FIRE	\$2,058,000			
EMERGENCY MANAGEMENT	\$225,922	\$252,946	\$285,109	\$32,163
EMERGENCY MEDICAL SERVICE	\$790,171	\$2,309,557	\$2,530,211	\$220,654
FIRE ADMINISTRATION	\$28,742,875	\$29,717,906	\$33,115,296	\$3,397,390
FIRE PREVENTION	\$1,336,075	\$1,351,897	\$1,440,511	\$88,614
FIRE TRAINING	\$954,965	\$1,200,992	\$938,344	(\$262,648)
NON-DEPARTMENTAL	\$3,645,175	\$7,618,845	\$7,329,184	(\$289,661)
INTERFUND TRANSFER	\$3,700,190			

WATER & SEWER FUND				
REVENUE	\$202,226,562	\$101,719,564	\$92,407,132	(\$9,312,433)
EXPENSE	\$65,755,714	\$101,719,564	\$92,407,132	(\$9,312,433)
TOTAL SURPLUS/(DEFICIT)	\$136,470,848			

DRAINAGE FUND				
REVENUE	\$2,324,242	\$2,405,000	\$2,683,585	\$278,585
EXPENSE	\$504,283	\$2,405,000	\$2,683,585	\$278,585
TOTAL SURPLUS/(DEFICIT)	\$1,819,958			

SANITATION FUND				
REVENUE	\$19,314,928	\$20,661,772	\$25,296,242	\$4,634,470
EXPENSE	\$17,102,192	\$20,661,772	\$25,296,242	\$4,634,470
TOTAL SURPLUS/(DEFICIT)	\$2,212,736			

AIRPORT FUND				
REVENUE	\$11,703,048	\$15,488,000	\$12,565,000	(\$2,923,000)
EXPENSE	\$191,479	\$10,645,530	\$12,565,000	\$1,919,470
TOTAL SURPLUS/(DEFICIT)	\$11,511,569	\$4,842,470		(\$4,842,470)

GARAGE FUND				
REVENUE	\$18,920,941	\$23,175,216	\$26,490,699	\$3,315,483
EXPENSE	\$14,339,837	\$19,580,176	\$26,490,699	\$6,910,523
TOTAL SURPLUS/(DEFICIT)	\$4,581,104	\$3,595,040		(\$3,595,040)

TECHNOLOGY FUND				
REVENUE	\$1,165,134	\$2,167,134	\$5,459,780	\$3,292,646
EXPENSE	\$2,060,935	\$2,167,134	\$5,459,780	\$3,292,646
TOTAL SURPLUS/(DEFICIT)	(\$895,801)			

RISK FUNDS				
REVENUE	\$17,345,964	\$17,614,360	\$20,370,560	\$2,756,200
EXPENSE	\$14,730,852	\$17,616,361	\$20,370,560	\$2,754,199
TOTAL SURPLUS/(DEFICIT)	\$2,615,112	(\$2,001)		\$2,001

HOTEL MOTEL FUNDS				
REVENUE	\$4,626,130	\$5,962,320	\$8,144,166	\$2,181,846
EXPENSE	\$4,100,710	\$6,112,320	\$8,144,166	\$2,031,846
TOTAL SURPLUS/(DEFICIT)	\$525,420	(\$150,000)		\$150,000

SPECIAL REVENUE FUNDS				
REVENUE	\$774,504	\$10,021,710	\$17,423,703	\$7,401,994
EXPENSE	\$637,306	\$10,021,710	\$17,423,703	\$7,401,994
TOTAL SURPLUS/(DEFICIT)	\$137,197			

Fund/Department	FY 2021 Actuals	FY 2022 Budget	FY 2023 Proposed	Budget Increase/(Decrease)
DEBT SERVICE				
REVENUE	\$40,222,665	\$11,494,666	\$11,580,454	\$85,788
EXPENSE	\$38,777,233	\$11,494,666	\$11,580,454	\$85,788
<i>TOTAL SURPLUS/(DEFICIT)</i>	<i>\$1,445,432</i>			
GRAND TOTALS				
REVENUE	\$525,877,002	\$367,212,180	\$401,367,802	\$34,155,622
EXPENSE	\$432,061,879	\$369,149,756	\$401,367,802	\$32,218,046
<i>TOTAL SURPLUS/(DEFICIT)</i>	<i>\$93,815,124</i>	<i>(\$1,937,576)</i>	<i>(\$0)</i>	<i>\$1,937,576</i>



City Council Meeting

Item Number: 23
Meeting Date: August 23, 2022
To: City Council / City Manager
From: Christy Weakland, Director
Subject: AN ORDINANCE FIXING THE TAX LEVY FOR THE CITY OF MIDLAND, TEXAS, FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2022, AND ENDING ON SEPTEMBER 30, 2023 (DISTRICT: NONE) (FINANCE)

Purpose:

The purpose of this item is to provide notification to the public and to allow a public forum for citizen input on the tax increase.

Recommended City Council Action:

Approve

Fiscal Impact:

The proposed Ad Valorem Tax Rate of 0.361731 per \$100 valuation for the fiscal year 2022-2023 operating budget will generate approximately \$55,367,948 in revenue for the General Fund.

Discussion:

The proposed rate of 0.361731 is composed of a voter-approval maintenance and operations rate (0.311536 per \$100 valuation) and a debt service levy (0.050195 per \$100 valuation).

This budget will raise more total property taxes than last year's budget by \$2,083,824 or 3.5%, and of that amount, \$1,001,516 is tax revenue to be raised from new property added to the tax roll this year.

Attached are the Chief Appraiser's 2022 Certified Estimates of Taxable Value for the City of Midland, the "Notice of Public Hearing on Tax Increase," and the "Notice of Tax Rates."

Marino Williams Jr.

City Manager's Office

ORDINANCE NO. _____

**AN ORDINANCE FIXING THE TAX LEVY FOR THE
CITY OF MIDLAND, TEXAS, FOR THE FISCAL YEAR
BEGINNING ON OCTOBER 1, 2022, AND ENDING ON
SEPTEMBER 30, 2023**

WHEREAS, the Midland City Council voted to propose a tax rate of \$0.361731 for each one hundred dollar valuation of taxable property for the fiscal year October 1, 2022, to September 30, 2023; and

WHEREAS, the Midland City Council finds and determines that the City of Midland has fully and timely complied with all notice, hearing and other legal requirements relative to the adoption of this ordinance; and

**WHEREAS, THIS TAX RATE WILL RAISE MORE TAXES FOR
MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE;
AND**

**WHEREAS, THE TAX RATE WILL EFFECTIVELY BE RAISED BY
3.50 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND
OPERATIONS ON A \$100,000.00 HOME BY APPROXIMATELY \$0.70.**

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

SECTION ONE. That to pay interest and principal on outstanding bonds as they mature, a tax levy of \$0.050195 on each \$100.00 valuation of all taxable property in the City of Midland, Texas is hereby made and levied for the year 2022 to be credited to the Interest and Sinking Fund of the City.

SECTION TWO. That to raise funds to help defray current General expenses of the City, a levy of \$0.311536 on each \$100.00 valuation of all taxable property within the City is hereby made and levied for the year 2022. The collections from these levies are to be apportioned and deposited as follows:

Interest and Sinking Fund	<u>\$0.050195</u>
General Fund	<u>\$0.311536</u>
TOTAL TAX LEVY FOR ALL PURPOSES	<u>\$0.361731</u>

SECTION THREE. That the apportionment of taxes collected for the 2012 through 2020 tax years shall be apportioned in the same ratio as the taxes for those same years collected prior to the delinquency date and that the apportionment of taxes collected for 2011 and prior years shall be apportioned in accordance with the schedule for 2011 taxes.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2022; and passed to second reading on motion of Council member _____, seconded by Council member _____, with the motion being stated as “I move that the property tax rate be increased by the adoption of a tax rate of \$0.361731, which is effectively a 1.88 percent increase in the tax rate”, 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 _____, with the motion being stated as “I move that the property tax rate be increased by the adoption of a tax rate of \$0.361731, which is effectively a 1.88 percent increase in the tax rate”, seconded by Council member _____, on the _____ day of _____, A.D., 2022, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT AND
COMPLETENESS:

Christy Weakland, Director of Finance

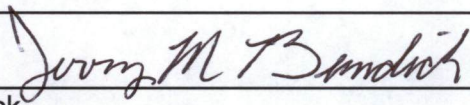
APPROVED AS TO FORM ONLY:

John Ohnemiller, City Attorney

**2022 CHIEF APPRAISER'S CERTIFIED ESTIMATE
CITY OF MIDLAND**

GROSS VALUE	\$21,003,241,199
LOSS DUE TO AGRICULTURAL USE	(\$47,586,590)
CONSTITUTIONAL EXEMPT PROPERTY	(\$691,358,585)
DISABLED VETERAN EXEMPTION	(\$5,832,000)
DISABLED VETERAN EXEMPTION FROZEN	\$0
DISABLED VETERAN EXEMPTION (100%)	(\$59,884,724)
GENERAL HOMESTEAD EXEMPTION	\$0
GENERAL HOMESTEAD EXEMPTION FROZEN	\$0
HOMESTEAD EXEMPTION (LOCAL OPTION)	\$0
HOMESTEAD EXEMPTION FROZEN (LOCAL OPTION)	\$0
HOMESTEAD EXEMPTION (LOCAL PERCENT OPTION)	\$0
HOMESTEAD EXEMPTION (LOCAL PERCENT OPTION) FROZEN	\$0
OVER 65 EXEMPTION	\$0
FROZEN OVER 65 EXEMPTION	\$0
OVER 65 EXEMPTION (LOCAL OPTION)	(\$60,612,052)
OVER 65 EXEMPTION FROZEN (LOCAL OPTION)	\$0
DISABLED EXEMPTION	\$0
DISABLED EXEMPTION FROZEN	\$0
DISABLED EXEMPTION (LOCAL OPTION)	\$0
DISABLED EXEMPTION (LOCAL OPTION) FROZEN	\$0
ABATEMENTS	\$0
POLLUTION CONTROL	(\$186,175)
FREEPORT EXEMPTION	(\$2,009,747)
MINIMUM VALUE LOSS (MINERALS & PERSONAL PROPERTY	(\$1,101,020)
PARTIAL YEAR EXEMPTION/ LEASED VEHICLES & OTHER	(\$1,417,045)
10% CAP LOSS	(\$155,628,398)
TOTAL TAXABLE VALUE FOR 2022	\$19,977,624,863
LESS VALUE STILL UNDER PROTEST	\$3,930,310,088
ESTIMATED VALUE THAT WILL BE CERTIFIED BY ARB	(\$2,696,477,702)
CERTIFIED ESTIMATE TAXABLE VALUE FOR 2022	\$18,743,792,477

I, Jerry M. Bundick, Chief Appraiser for the Midland Central Appraisal District, do solemnly swear or affirm that I have made, or caused to be made, a diligent effort to ascertain all property in the City of Midland subject to appraisal by me and that I have included in the certified estimate, the market and taxable values of property that I am aware of at an appraised value determined as required by law.



Jerry M. Bundick

Sworn to and subscribed before me the 25th day of July, 2022

**CHIEF APPRAISER'S CERTIFIED ESTIMATE
CITY OF MIDLAND**

	REAL ESTATE	P P	P&A MIN	P&A PP	TOTALS
GROSS VALUE	\$17,182,535.469	\$1,210,750.580	\$2,182,039.300	\$427,915.850	\$21,003,241.199
LOSS DUE TO AGRICULTURAL USE	(\$47,586,590)	\$0	\$0	\$0	(\$47,586,590)
CONSTITUTIONAL EXEMPT PROPERTY	(\$681,474.765)	(\$3,845,620)	(\$6,038,200)	\$0	(\$691,358,585)
DISABLED VETERAN EXEMPTION	(\$5,820,000)	(\$12,000)	\$0	\$0	(\$5,832,000)
DISABLED VETERAN EXEMPTION FROZEN	\$0	\$0	\$0	\$0	\$0
DISABLED VETERAN EXEMPTION (100%)	(\$59,856,084)	(\$28,640)	\$0	\$0	(\$59,884,724)
GENERAL HOMESTEAD EXEMPTION	\$0	\$0	\$0	\$0	\$0
GENERAL HOMESTEAD EXEMPTION FROZEN	\$0	\$0	\$0	\$0	\$0
HOMESTEAD EXEMPTION (LOCAL OPTION)	\$0	\$0	\$0	\$0	\$0
HOMESTEAD EXEMPTION FROZEN (LOCAL OPTION)	\$0	\$0	\$0	\$0	\$0
HOMESTEAD EXEMPTION (LOCAL PERCENT OPTION)	\$0	\$0	\$0	\$0	\$0
HOMESTEAD EXEMPTION (LOCAL PERCENT OPTION) FROZEN	\$0	\$0	\$0	\$0	\$0
OVER 65 EXEMPTION	\$0	\$0	\$0	\$0	\$0
OVER 65 EXEMPTION FROZEN	\$0	\$0	\$0	\$0	\$0
OVER 65 EXEMPTION (LOCAL OPTION)	(\$60,416,868)	(\$195,184)	\$0	\$0	(\$60,612,052)
OVER 65 EXEMPTION FROZEN (LOCAL OPTION)	\$0	\$0	\$0	\$0	\$0
DISABLED EXEMPTION	\$0	\$0	\$0	\$0	\$0
DISABLED EXEMPTION FROZEN	\$0	\$0	\$0	\$0	\$0
DISABLED EXEMPTION (LOCAL OPTION)	\$0	\$0	\$0	\$0	\$0
DISABLED EXEMPTION (LOCAL OPTION) FROZEN	\$0	\$0	\$0	\$0	\$0
ABATEMENTS	\$0	\$0	\$0	\$0	\$0
POLLUTION CONTROL	\$0	(\$162,225)	\$0	(\$23,950)	(\$186,175)
FREEPORT EXEMPTION	\$0	(\$402,577)	\$0	(\$1,607,170)	(\$2,009,747)
MINIMUM VALUE LOSS (MINERALS & PERSONAL PROPERTY	\$0	(\$833,700)	(\$256,830)	(\$10,490)	(\$1,101,020)
PARTIAL YEAR EXEMPTION/ LEASED VEHICLES & OTHER	(\$1,281,050)	(\$135,995)	\$0	\$0	(\$1,417,045)
10% CAP LOSS	(\$155,627,618)	(\$780)	\$0	\$0	(\$155,628,398)
TOTAL TAXABLE VALUE FOR 2022	\$16,170,472.494	\$1,205,133.859	\$2,175,744.270	\$426,274.240	\$19,977,624.863
LESS VALUE STILL UNDER PROTEST	\$3,374,040.409	\$113,271.430	\$442,998.249	\$0	\$3,930,310.088
ESTIMATED VALUE THAT WILL BE CERTIFIED BY ARB	(\$2,180,079.809)	(\$95,534.037)	(\$420,863.856)	\$0	(\$2,696,477.702)
CERTIFIED ESTIMATE TAXABLE VALUE FOR 2022	\$14,976,511.894	\$1,187,396.466	\$2,153,609.877	\$426,274.240	\$18,743,792.477

I, Jerry M. Bundo, Chief Appraiser for the Midland Central Appraisal District, do solemnly swear or affirm that I have made, or caused to be made, a diligent effort to ascertain all property in the City of Midland subject to appraisal by me and that I have included in the certified estimate, the market and taxable values of property that I am aware of at an appraised value determined as required by law.



Jerry M. Bundo
Sworn to and subscribed before me the 25th day of July, 2022

Statements required in notice if the proposed tax rate exceeds the no-new-revenue tax rate but does not exceed the voter-approval tax rate, as prescribed by Tax Code §§26.06(b-2).

NOTICE OF PUBLIC HEARING ON TAX INCREASE

This notice only applies to a taxing unit other than a special taxing unit or municipality with a population of less than 30,000, regardless of whether it is a special taxing unit.

PROPOSED TAX RATE	\$ <u>.361731</u> per \$100
NO-NEW-REVENUE TAX RATE	\$ <u>.355039</u> per \$100
VOTER-APPROVAL TAX RATE	\$ <u>.361731</u> per \$100

The no-new-revenue tax rate is the tax rate for the 2022 tax year that will raise the same amount of property tax revenue for City of Midland from the same properties in both the 2021 tax year and the 2022 tax year.

The voter-approval tax rate is the highest tax rate that City of Midland may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that City of Midland is proposing to increase property taxes for the 2022 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON August 23, 2022 at 10:00 A.M. at City Hall Council Chamber located at 300 North Loraine, Midland Texas.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, City of Midland is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the City Council of City of Midland at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE TAX RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

$$\text{Property tax amount} = (\text{tax rate}) \times (\text{taxable value of your property}) / 100$$

(List names of all members of the governing body below, showing how each voted on the proposal to consider the tax increase or, if one or more were absent, indicating absences.)

FOR the proposal: Dan Corrales, Patrick Payton, Lori Blong, Scott Dufford

AGAINST the proposal: Robin Poole

PRESENT and not voting: _____

ABSENT: Jack Ladd, John Norman

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

PACKET

25.8

August 23, 2022

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by City of Midland last year
(name of taxing unit)
to the taxes proposed to be imposed on the average residence homestead by City of Midland this year.
(name of taxing unit)

	2021	2022	Change
Total tax rate (per \$100 of value)	2021 adopted tax rate \$0.367189	2022 proposed tax rate \$0.361731	(Increase/Decrease) of (nominal difference between tax rate for preceding year and proposed tax rate for current year) per \$100, or (percentage difference between tax rate for preceding year and proposed tax rate for current year)% decrease of -0.005458, or -1.49%
Average homestead taxable value	2021 average taxable value of residence homestead \$307,694	2022 average taxable value of residence homestead \$317,406	(Increase/Decrease) of (percentage difference between average taxable value of residence homestead for preceding year and current year)% increase 9,712, or 3.16%
Tax on average homestead	2021 amount of taxes on average taxable value of residence homestead \$1,129.82	2022 amount of taxes on average taxable value of residence homestead \$1,148.15	(Increase/Decrease) of (nominal difference between amount of taxes imposed on the average taxable value of a residence homestead in the preceding year and the amount of taxes proposed on the average taxable value of a residence homestead in the current year), or (percentage difference between taxes imposed for preceding year and taxes proposed for current year)% increase 18, or 1.62%
Total tax levy on all properties	2021 levy \$62,205,064	(2022 proposed rate x current total value)/100 \$64,288,889	(Increase/Decrease) of (nominal difference between preceding year levy and proposed levy for current year), or (percentage difference between preceding year levy and proposed levy for current year)% increase of \$2,083,825 or 3.35%

Notice About 2022 Tax Rates

Property Tax Rates in **CITY OF MIDLAND**

This notice concerns the 2022 property tax rates for CITY OF MIDLAND

This notice provide information about two tax rates used in adopting the current tax year's tax rate. The no-new-revenue tax rate would impose the same amount of taxes as last year if you compare properties taxed in both years. In most cases, the voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. In each case, these rates are calculated by dividing the total amount of taxes by the current taxable value with adjustments as required by state law. The rates are given per \$100 of property value.

This year's no-new-revenue tax rate..... \$ 0.355039 / \$100

This year's voter-approval tax rate \$ 0.361731 / \$100

To see the full calculations, please visit midlandcounty.truthintax.com for a copy of the Tax Rate Calculation Worksheet

Unencumbered Fund Balances

The following estimated balances will be left in the taxing unit's accounts at the end of the fiscal year. These balances are not encumbered by corresponding debt obligations.

Type of Fund	Balance

Current Year Debt Service

The following accounts are for long-term debts that are secured by property taxes. These amounts will be paid from upcoming property tax revenues (or additional sales tax revenues, if applicable).

Description of Debt	Principal or Contract Payment to be Paid From Property Taxes	Interest to be Paid From Property Taxes	Other Amounts to be Paid	Total Payments
2018 GO REF A	\$380,000	\$96,750	\$0	\$476,750
2018 A GO	\$600,000	\$929,087	\$0	\$1,529,087
2019 GO Ref	\$495,000	\$162,625	\$0	\$657,625
2019 GO Ref	\$620,000	\$908,700	\$0	\$1,528,700
2020 GO	\$555,000	\$846,075	\$0	\$1,401,075
2020 GO Ref	\$1,466,379	\$263,042	\$0	\$1,729,421
2020 GO Ref addl	\$108,620	\$19,484	\$0	\$128,104
2021 GO Ref	\$555,000	\$307,400	\$0	\$862,400
2021 GO	\$730,000	\$791,300	\$0	\$1,521,300

(expand as needed)

Total required for <u>2022</u> debt service.....	\$9,834,462
- Amount (if any) paid from funds listed in unencumbered funds.....	\$1,000,000
- Amount (if any) paid from other resources.....	\$0
- Excess collections last year.....	\$0
= Total to be paid from taxes in <u>2022</u>	\$8,834,462
+ Amount added in anticipation that the taxing unit will collect only <u>99.03</u> % of its taxes in <u>2022</u>	\$86,533
= Total Debt Levy	\$8,920,995

This notice contains a summary of the no-new-revenue and voter-approval calculation as

certified by Christy Weakland, Finance Director, August 4, 2022

(designated individual's name and position) (date)



City Council Meeting

Item Number: 24
Meeting Date: August 23, 2022
To: City Council / City Manager
From: Cole Furqueron,
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 1.7-ACRE TRACT OF LAND OUT OF LOT 6, BLOCK 7, SKYVIEW DEVELOPMENT, SECTION 10, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO CE, COUNTRY ESTATE DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF TODD DRIVE AND MARIE DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

The applicants, Travis and April Bushman, are requesting a zone change from AE, Agricultural Estates District to CE, Country Estates District located at 3701 Todd Drive for construction of a single-family home.

Recommended City Council Action:

Approve

Fiscal Impact:

This request does not require any City funds.

Current Zoning:

AE, Agricultural Estates District.

Surrounding Zoning and Land Use:

The properties to the north and south are zoned AE, Agricultural Estates District and are the locations of single-family homes. The property to the East is zoned AE, Agricultural Estates District and CE, Country Estates District and is currently vacant. The Property to the west is zoned ETJ, Extraterritorial Jurisdiction, and the location of a single-family home.

Analysis:

The applicants, Travis and April Bushman, are requesting a zone change from AE, Agricultural Estates District, to CE, Country Estates District. The reason for this request is because the applicants are in the process of re-platting their lot. Approval of this zone change is required for the lot to conform to the dimensional regulations of the Zoning Ordinance. Once the property has been re-zoned to CE, Country Estates District, then the lot size will comply with the dimensional regulations.

The applicant will be required to adhere to the site plan review standards outline within the City of Midland Zoning Ordinance Section 5.04; Residential Zoning District Dimensional Regulation Chart.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No objections to zone change. [For Applicant's Information Only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Code: (Approved)

No Oil and Gas Issues. Informational: No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat inside the City Limits. There is no jurisdiction of those wells in the county. Please note if oil & gas wells are not identified or left off of plat, this could prevent receiving city permits for structures. Any plugged and abandoned well would need to be identified.

Transportation: (Approved)

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:

Although this lot is surrounded by AE, Agricultural Estates zoning, the properties diagonal to it is zoned CE, Country Estates District. If this zone is not approved the applicant will have a lot that cannot be utilized and it will have to sit vacant. This request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 3 An Integrated Land Use Vision, "Future Land Use Map" as it designates this area for Urban Residential-Large Lot, which emphasizes single-family homes on large lots and open spaces. This zone change would reflect the characteristics of the surrounding development.

This request was recommended for approval at the August 1, 2022, Planning and Zoning Commission meeting.

Therefore, staff recommends approval of this zone change from AE, Agricultural Estates District, to CE, Country Estates District, subject to condition A.

Conditions:

- A. That the use and development of this property shall conform to the regulations of the CE, Country Estates District.**

Letters of Objection:

Staff has not received any letters of objection as of August 18, 2022.

Attachments:

Application
Metes and Bounds (Exhibit A)
Maps



ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 1.7-ACRE TRACT OF LAND OUT OF LOT 6, BLOCK 7, SKYVIEW DEVELOPMENT, SECTION 10, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO CE, COUNTRY ESTATE DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF TODD DRIVE AND MARIE DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning a 1.7-acre tract of land out of Lot 6, Block 7, Skyview Development, Section 10, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit “A”, which is attached hereto and incorporated herein (the “Property”), to AE, Agricultural Estate District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from AE, Agricultural Estate District to CE, Country Estate 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., 2022; 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., 2022, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT "A"

MAVERICK

ENGINEERING · SURVEY · WATER RESOURCES
1909 West Wall Street, Suite K · Midland, TX 79701
Tel: 432.262.0999 · Fax: 432.262.0989 · maverick-eng.com
ENGINEER FIRM #: F-15089 | SURVEY FIRM #: 10194514



FIELD NOTE DESCRIPTION OF A 1.70 ACRE TRACT OF LAND

FIELD NOTE DESCRIPTION OF A 1.70 ACRE TRACT OF LAND, BEING A PORTION OF LOT 6, BLOCK 7, SKYVIEW DEVELOPMENT, AN ADDITION TO MIDLAND COUNTY RECORDED IN CABINET "C", PAGE 175, PLAT RECORDS OF MIDLAND COUNTY, AND BEING FULLY DESCRIBED IN DOCUMENT NUMBER 2021-34640 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, ALL OUT OF SECTION 30, BLOCK 38, TOWNSHIP 1 SOUTH, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

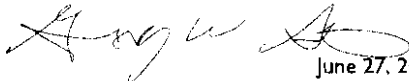
BEGINNING AT N(Y).10,710,681.96, E(X).1,766,725.14, A ONE HALF INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED AS "THE NORTH 160 FEET OF LOT 6, BLOCK 7, SKYVIEW DEVELOPMENT" IN DOCUMENT NUMBER 2014-17611 OF SAID OFFICIAL PUBLIC RECORDS, FROM WHICH A ONE-HALF INCH IRON ROD WITH RED CAP FOUND FOR THE NORTHEAST CORNER OF SAID "NORTH 160 FEET", BEARS N.13°41'03"W., 159.93 FEET, ALSO BEING A POINT IN THE WEST LINE OF TODD DRIVE, A PUBLIC RIGHT-OF-WAY, AND THE NORTHEAST CORNER HEREOF;

THENCE S.13°41'03"E., ALONG THE WEST LINE OF TODD DRIVE 181.41 FEET, TO A PK NAIL SET AT THE NORTHWEST CORNER OF THE INTERSECTION OF TODD DRIVE AND MARIE DRIVE, A PUBLIC RIGHT-OF-WAY, AND FOR THE SOUTHEAST CORNER HEREOF;

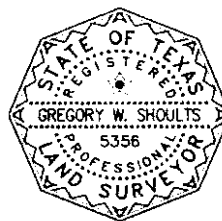
THENCE S.75°37'02"W., ALONG THE NORTH LINE OF SAID MARIE DRIVE, 407.23 FEET TO A ONE-HALF INCH IRON ROD WITH RED PLASTIC CAP MARKED "MAVERICK FIRM #10194514" SET" (RPC) FOR THE SOUTHEAST CORNER OF LOT 32, BLOCK 7, SAID SKYVIEW DEVELOPMENT, AND THE SOUTHWEST CORNER HEREOF;

THENCE N.14°22'40"W., ALONG THE EAST LINE OF SAID LOT 32, 181.38 FEET TO A ONE-HALF INCH IRON ROD FOUND, FROM WHICH A ONE-HALF INCH IRON ROD FOUND BENT FOR THE ACCEPTED NORTHWEST CORNER OF SAID "NORTH 160 FEET," BEARS N.14°22'40"W., 159.73 FEET, AND FOR THE NORTHWEST CORNER HEREOF;

THENCE N.75°36'53"E., ALONG THE SOUTH LINE OF SAID "NORTH 160 FEET," 409.43 FEET TO THE **POINT OF BEGINNING**, CONTAINING 74,067 SQUARE FEET OR 1.70 ACRES OF LAND.


June 27, 2022

Gregory W. Shoults
www.maverick-eng.com
Texas RPLS - No. 5356
Maverick Engineering (FIRM - No. 10194514)





**Zone Change/Planned District
Amendment/Site Plan Approval**

Project Number: 2-22-0298

Case Number: _____

Applicant (if acting as Agent, see affidavit on page 2)

Printed Name: April Bushman

Phone (432) 631-4670

Email bushmanapril@sbcglobal.net

Address
4901 Granite Ln

City
Midland

State
Texas

Zip
79707

Property Owner

Printed Name: B. Travis & April Bushman

Phone (432) 631-4670

Email bushmanapril@sbcglobal.net

Address
4901 Granite Ln.

City
Midland

State
TX

Zip
79707

Representative (if different from Applicant or Property Owner)

Firm: _____

Printed Name: _____

Phone ()

Email _____

Address _____

City _____

State _____

Zip _____

Street Address: 3701 Todd Drive

Legal Description

Lot: 006 Block: 007 Subdivision: Skyview Development-----Lot: 006 S 181.41

Current Zoning:

AE

Proposed Zone: CE

(List by tracts if more than one district is requested)

Reason for Zone Change Request: City is requiring change as the current lot is platted with the north lot (3711),

and after replatting, (3701 - 1.7 acres) will less than the required 2 acres for an AE zone.

Present Use of Property: Empty lot - no improvements or buildings

Proposed Use of Property: Personal Single Family dwelling

How would this zone change affect the public health, safety and welfare? n/a

Describe how conditions affecting the property have changed since present zoning designation: n/a

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)



JUN 28 2022

CF

Signature (by property owner only - authorized agent must sign affidavit below)

Applicant (signature):

Date 06/24/22

Applicant (printed): April Bushman & Travis Bushman

Property Owner (signature):

Date: 06/24/22

Property Owner (printed): B. Travis Bushman & April Bushman

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear _____ who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (signature)

Subscribed and sworn to before me, this _____ day of _____, 20____, to certify which witness my hand and seal of office.

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☒ Property Owner Authorization

☒ Dimensioned Site Plan

☒ Application Fee

☒ Plans in Digital Format (PDF/JPEG)

Check # 3017

Received By: [Signature]

Date: 6-28-22

PACKET

24.10

August 23, 2022

****Application will not be considered for scheduling until reviewed by a planner.****

**FIELD NOTE DESCRIPTION OF
A 1.70 ACRE TRACT OF LAND**

FIELD NOTE DESCRIPTION OF A 1.70 ACRE TRACT OF LAND, BEING A PORTION OF LOT 6, BLOCK 7, SKYVIEW DEVELOPMENT, AN ADDITION TO MIDLAND COUNTY RECORDED IN CABINET "C", PAGE 175, PLAT RECORDS OF MIDLAND COUNTY, AND BEING FULLY DESCRIBED IN DOCUMENT NUMBER 2021-34640 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, ALL OUT OF SECTION 30, BLOCK 38, TOWNSHIP 1 SOUTH, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

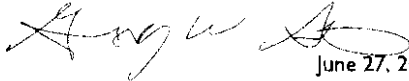
BEGINNING AT N(Y).10,710,681.96, E(X).1,766,725.14, A ONE HALF INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED AS "THE NORTH 160 FEET OF LOT 6, BLOCK 7, SKYVIEW DEVELOPMENT" IN DOCUMENT NUMBER 2014-17611 OF SAID OFFICIAL PUBLIC RECORDS, FROM WHICH A ONE-HALF INCH IRON ROD WITH RED CAP FOUND FOR THE NORTHEAST CORNER OF SAID "NORTH 160 FEET", BEARS N.13°41'03"W., 159.93 FEET, ALSO BEING A POINT IN THE WEST LINE OF TODD DRIVE, A PUBLIC RIGHT-OF-WAY, AND THE NORTHEAST CORNER HEREOF;

THENCE S.13°41'03"E., ALONG THE WEST LINE OF TODD DRIVE 181.41 FEET, TO A PK NAIL SET AT THE NORTHWEST CORNER OF THE INTERSECTION OF TODD DRIVE AND MARIE DRIVE, A PUBLIC RIGHT-OF-WAY, AND FOR THE SOUTHEAST CORNER HEREOF;

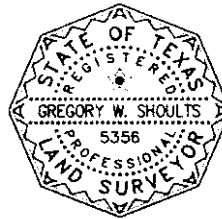
THENCE S.75°37'02"W., ALONG THE NORTH LINE OF SAID MARIE DRIVE, 407.23 FEET TO A ONE-HALF INCH IRON ROD WITH RED PLASTIC CAP MARKED "MAVERICK FIRM #10194514" SET" (RPC) FOR THE SOUTHEAST CORNER OF LOT 32, BLOCK 7, SAID SKYVIEW DEVELOPMENT, AND THE SOUTHWEST CORNER HEREOF;

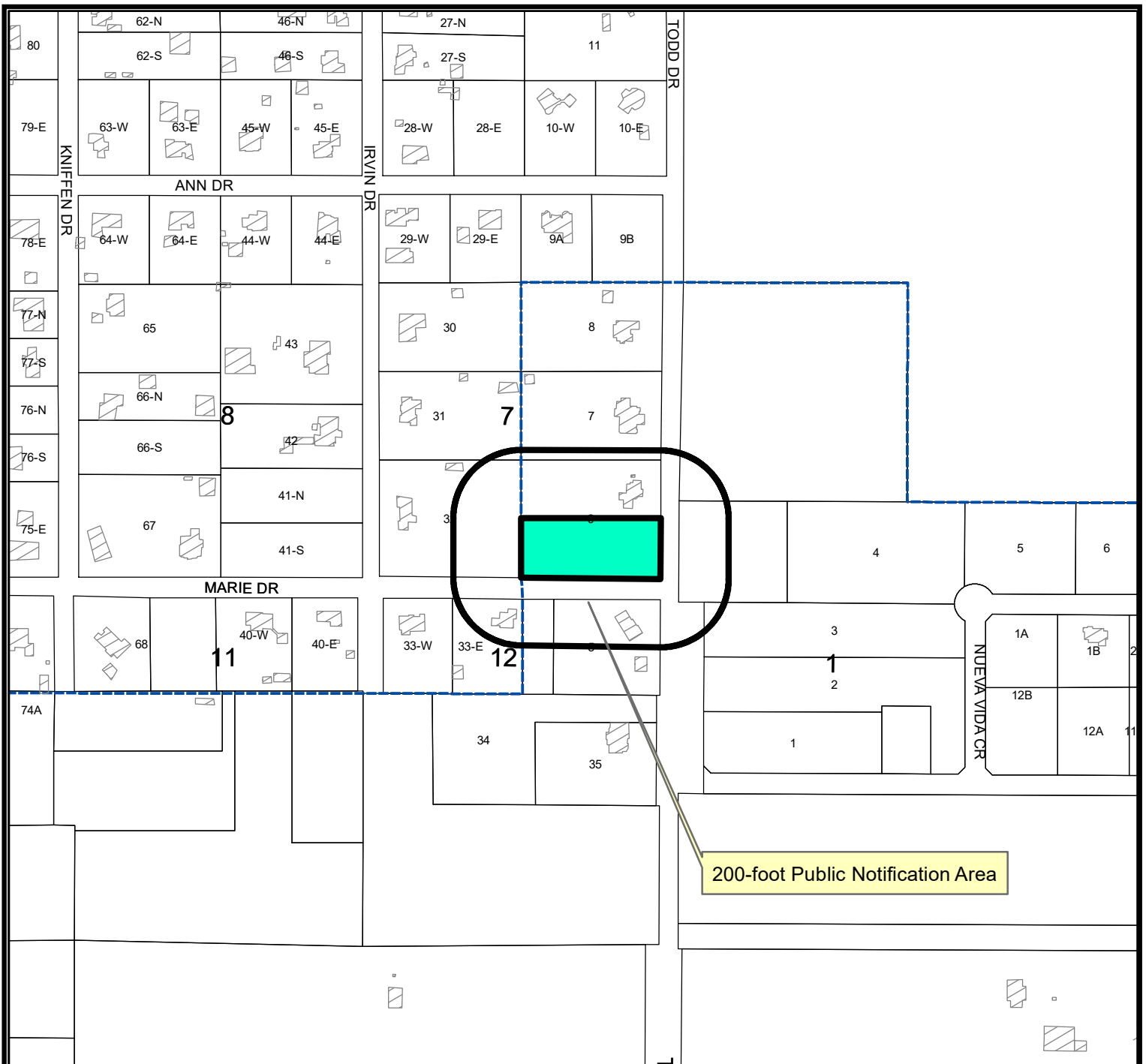
THENCE N.14°22'40"W., ALONG THE EAST LINE OF SAID LOT 32, 181.38 FEET TO A ONE-HALF INCH IRON ROD FOUND, FROM WHICH A ONE-HALF INCH IRON ROD FOUND BENT FOR THE ACCEPTED NORTHWEST CORNER OF SAID "NORTH 160 FEET," BEARS N.14°22'40"W., 159.73 FEET, AND FOR THE NORTHWEST CORNER HEREOF;

THENCE N.75°36'53"E., ALONG THE SOUTH LINE OF SAID "NORTH 160 FEET," 409.43 FEET TO THE **POINT OF BEGINNING**, CONTAINING 74,067 SQUARE FEET OR 1.70 ACRES OF LAND.


June 27, 2022

Gregory W. Shoults
www.maverick-eng.com
Texas RPLS - No. 5356
Maverick Engineering (FIRM - No. 10194514)





LOCATION MAP

Z-22-0298

Scale: 1" = 200'

A request by Travis and April Bushman for a zone change from AE, Agricultural Estates District, to CE, Country Estates District, on a 1.7-acre tract of land out of Lot 6, Block 7, Skyview Development, Section 10, City and County of Midland, Texas.

Generally located on the northwest corner of Todd Drive and Marie Drive. – (Council District 2) 24.12

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

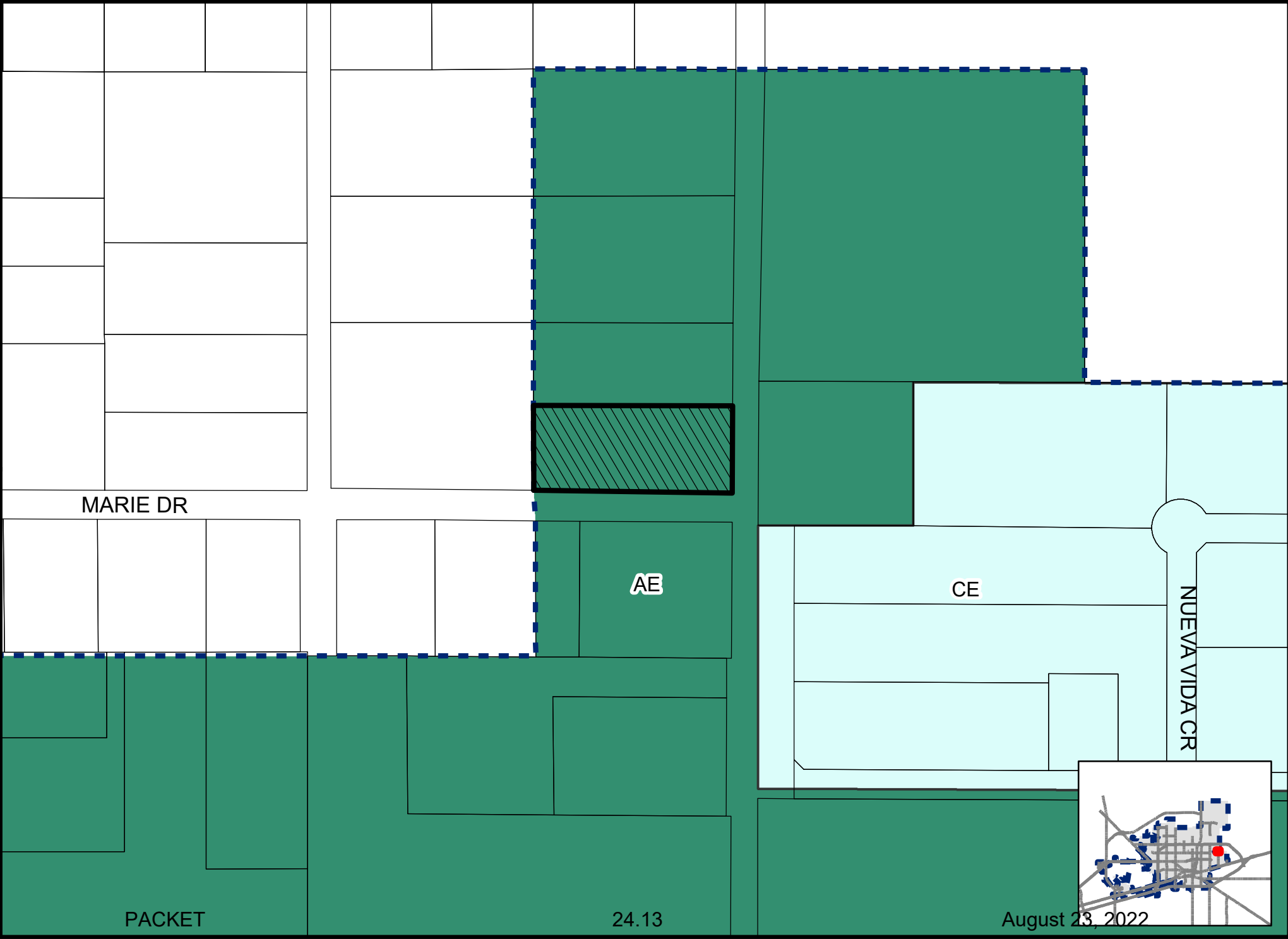


©THE CITY OF MIDLAND - 2021

August 23, 2022

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY. THE CITY OF MIDLAND DOES NOT WARRANT OR IS IT DESIGNED TO BE USED AS A TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.













City Council Meeting

Item Number: 25
Meeting Date: August 23, 2022
To: City Council / City Manager
From: Alexandra Walling, Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.77-ACRE TRACT OF LAND OUT OF THE SOUTHEAST QUARTER OF SECTION 10, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO O-1, OFFICE DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF WAYSIDE DRIVE, APPROXIMATELY 57 FEET NORTH OF EAST GIST 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)

Purpose:

The applicant, Reynaldo Hernandez, is requesting a Zone Change from C, Commercial District to O-1, Office District on 0.77-acre tract of land out of the southeast quarter of Section 10, Block 39, T-2-S, T & P RR CO Survey, Midland County, Texas, for construction of an office building.

Recommended City Council Action:

Approve

Fiscal Impact:

No city funds would be required for this project.

Current Zoning:

C, Commercial District

Surrounding Zoning and Land Use:

The properties to the north are zoned C, Commercial District, which are vacant lots. The properties to the east are zoned MF16, Multi-Family Dwelling District, which are apartments. The properties to the south are zoned O-1, Office District. Lastly, the properties to the west are zoned MH, Manufactured Housing District, which are single-family homes and mobile homes.

Analysis:

The applicant, Reynaldo Hernandez III, is requesting a zone change from C, Commercial District to O-1, Office District for the development of an office building for a security business, conducting business under the name of Aim Straight Drug Screen Company. The property is currently vacant and in the process of replating.

The applicant will be required to adhere to the site plan review standards outline within the City of Midland Zoning Ordinance Section 5.05: - Nonresidential Zoning District Dimensional Regulations Chart as well as Chapter 9, Landscape Regulations for future landscaping.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No objection to zone change. [For the 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 the Applicant's information only.]

Code: (Approved)

No Oil and Gas Issues. Informational: No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat. Please note if oil & gas wells are not identified or left off of plat, this could prevent receiving city permits for structures. Any plugged and abandoned well would need to be identified.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.] No objection to zone change. [For the Applicant's information only.]

Planning:

The City of Midland Planning Department supports this rezone because of the existing surrounding uses. Single-family dwellings, multi-family dwellings, businesses, and offices surround the proposed site. According to the Tall City Tomorrow Comprehensive Plan, Urban-Medium Neighborhood Center (U-M NC) land use is intended to promote unique neighborhood villages and centers. This means that small-scale businesses, which include commercial and office use that are low impact can be mixed with townhomes and single-family dwellings. Therefore, Aim Straight Drug Screen Company would create a buffer between the single-family dwellings to the west and the multi-family dwellings to the east of the property.

This request was recommended for approval at the August 1, 2022, Planning and Zoning Commission meeting.

Therefore, staff recommends approval of this zone change from C, Commercial District to O-1, Office District to condition A.

Conditions:

- A. That the use and development of the property shall conform to the regulations of the O-1, Office District, except as stated below.**

Letters of Objection:

Staff has not received any letters of objection as of August 18, 2022.

Attachments:

Application
Meets and Bounds (Exhibit A)
Maps



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.77-ACRE TRACT OF LAND OUT OF THE SOUTHEAST QUARTER OF SECTION 10, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO O-1, OFFICE DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF WAYSIDE DRIVE, APPROXIMATELY 57 FEET NORTH OF EAST GIST AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning a 0.77-acre tract of land out of the southeast quarter of Section 10, Block 39, T-2-S, T&P RR Co. Survey, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit “A”, which is attached hereto and incorporated herein (the “Property”), to O-1, Office District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from C, Commercial District to O-1, Office District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all

other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2022; 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., 2022, at a regular

meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

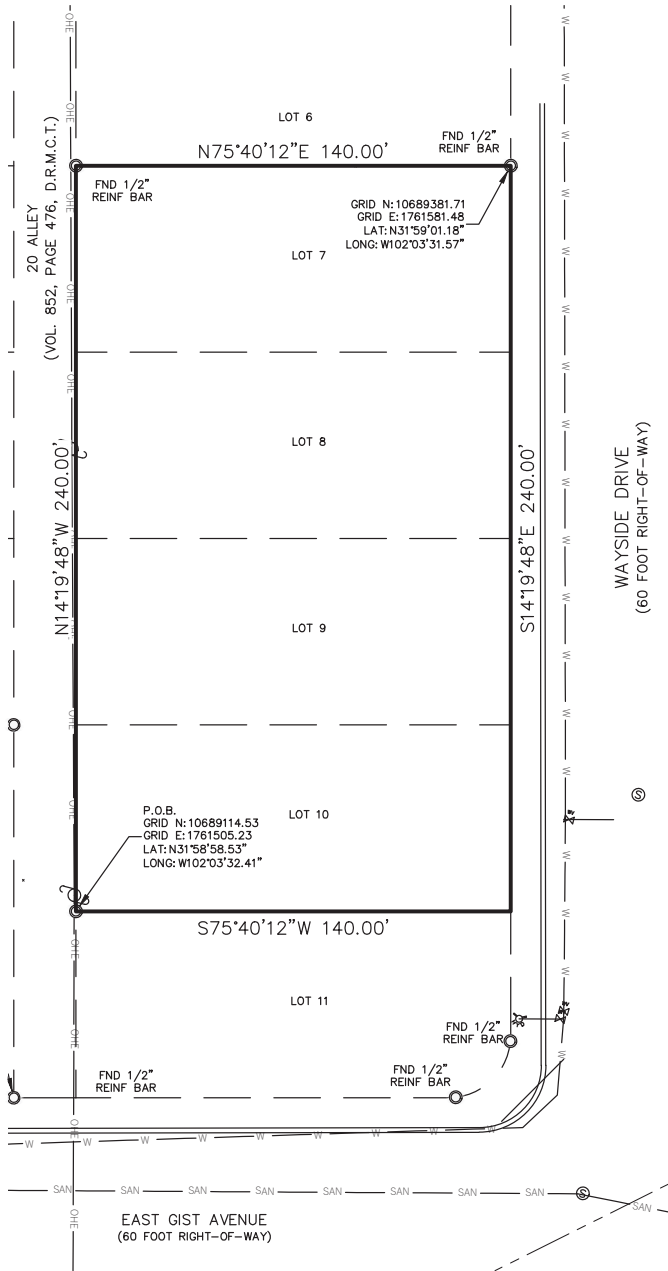
APPROVED AS TO CONTENT
AND COMPLETENESS:

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT "A"



FIELD NOTE DESCRIPTION OF A 0.77 ACRE TRACT OF LAND, BEING LOTS 7-10, BLOCK 5, CAROL CREST ADDITION (UNRECORDED) OUT OF THE SOUTHEAST QUARTER OF SECTION 10, BLOCK 39, T-2-S, T & P RR CO SURVEY, MIDLAND COUNTY, TEXAS, SAID 0.77 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH REINF BAR SET (N:10689114.53, E:1761505.23) FOR THE SOUTHWEST CORNER OF LOT 10, FROM WHICH THE SOUTHEAST CORNER OF LOT 1, BEARS SOUTH 14°19'48" WEST, 240.00 FEET AND SOUTH 75°40'12" WEST, 20.00 FEET;

THENCE NORTH 14°19'48" WEST, 240.00 FEET TO A 1/2 INCH REINF BAR FOUND FOR THE NORTHWEST CORNER OF LOT 7;

THENCE NORTH 75°40'12" EAST, 140.00 FEET TO A 1/2 INCH REINF BAR FOUND FOR THE NORTHEAST CORNER OF LOT 7;

THENCE SOUTH 14°19'48" EAST, 240.00 FEET TO A 1/2 INCH REINF BAR FOUND FOR THE SOUTHEAST CORNER OF LOT 10;

THENCE SOUTH 75°40'12" WEST, 140.00 FEET TO THE PLACE OF BEGINNING.

NOTES:

BEARINGS AND DISTANCES SHOWN ARE BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS NORTH CENTRAL ZONE, NORTH AMERICAN DATUM

SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF THE COUNTY ORDINANCE AND STATE LAW AND MAY BE SUBJECT TO FINES AND WITHHOLDINGS OF UTILITIES AND BUILDING PERMITS

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF TITLE COMMITMENT. NOT ALL EASEMENTS OR MATTERS OF TITLE MAY BE SHOWN.

THIS SURVEY DOES NOT GUARANTEE OWNERSHIP.

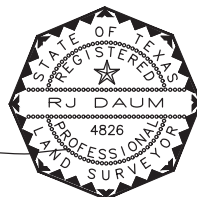
SCHUMANN
PACKET ENGINEERING CO.
A LATERAL LAND COMPANY

CIVIL ENGINEERING - LAND SURVEYING
TEXAS FIRM No. 71860 - TEXAS FIRM No. 10149500

800 N. MARSHFIELD ST., #100
MIDLAND, TEXAS 79701

(432) 854-1548

RJ DAUM
TEXAS RPLS 4826



REZONE EXHIBIT

A 0.77 ACRE TRACT OF LAND,
BEING LOTS 7-10, BLOCK 5,
CAROL CREST ADDITION
(UNRECORDED)

OUT OF THE SOUTHEAST QUARTER
OF SECTION 10, BLOCK 39,
T-2-S, T & P RR CO SURVEY,
MIDLAND COUNTY, TEXAS,

August 23, 2022

SCALE: 1"=40'

PROJECT: 78542
JOB NO: 78542



**Zone Change/Planned District
Amendment/Site Plan Approval**

Project Number: 2-22-0297
Case Number: _____

Applicant (if acting as Agent, see affidavit on page 2)

Printed Name: Reynaldo Hernandez III - Aim Straight Drug Screen

Phone (432) 209-2928

Email

Address 4831 ECR 130

City Midland

State TX

Zip 79706

Property Owner

Printed Name: Reynaldo Hernandez III

Phone (432) 209-2928

Email
432 209-2928

Address 4831 ECR 130

City Midland

State TX

Zip 79706

Representative (if different from Applicant or Property Owner)

Firm: _____
Printed Name: Reynaldo Hernandez III - Aim Straight Drug Screen

Phone (432) 209-2928

Email

rey@ajtsafety.com

Address
4831 E CR 130

City
Midland

State
TX

Zip
79706

Street Address: 1512 Wayside

Legal Description

Lot: 15 Block: 5 Subdivision: Carol Crest Addition (Unrecorded)

Current Zoning:

O1

Proposed Zone: C

(List by tracts if more than one district is requested)

Reason for Zone Change Request: to match the adjoining lot zones and to replat into 1 larger lot.

Present Use of Property: Vacant

Proposed Use of Property: Office Building

How would this zone change affect the public health, safety and welfare? It won't.

Describe how conditions affecting the property have changed since present zoning designation: None

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

PACKET

25.8

August 23, 2022

Signature (by property owner only – authorized agent must sign affidavit below)

Applicant (signature):

Date 6/22/2022

Applicant (printed): Reynaldo Hernandez III

Property Owner (signature):

Date: 6/22/2022

Property Owner (printed): Reynaldo Hernandez III

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear _____ who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (signature)

Subscribed and sworn to before me, this _____ day of _____, 20____, to certify which witness my hand and seal of office.

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☐ Property Owner Authorization

☒ Dimensioned Site Plan

☒ Application Fee

☐ Plans in Digital Format (PDF/JPEG)

Check #

1022

Received By:

Paul Rodriguez

Date:

6/22/22

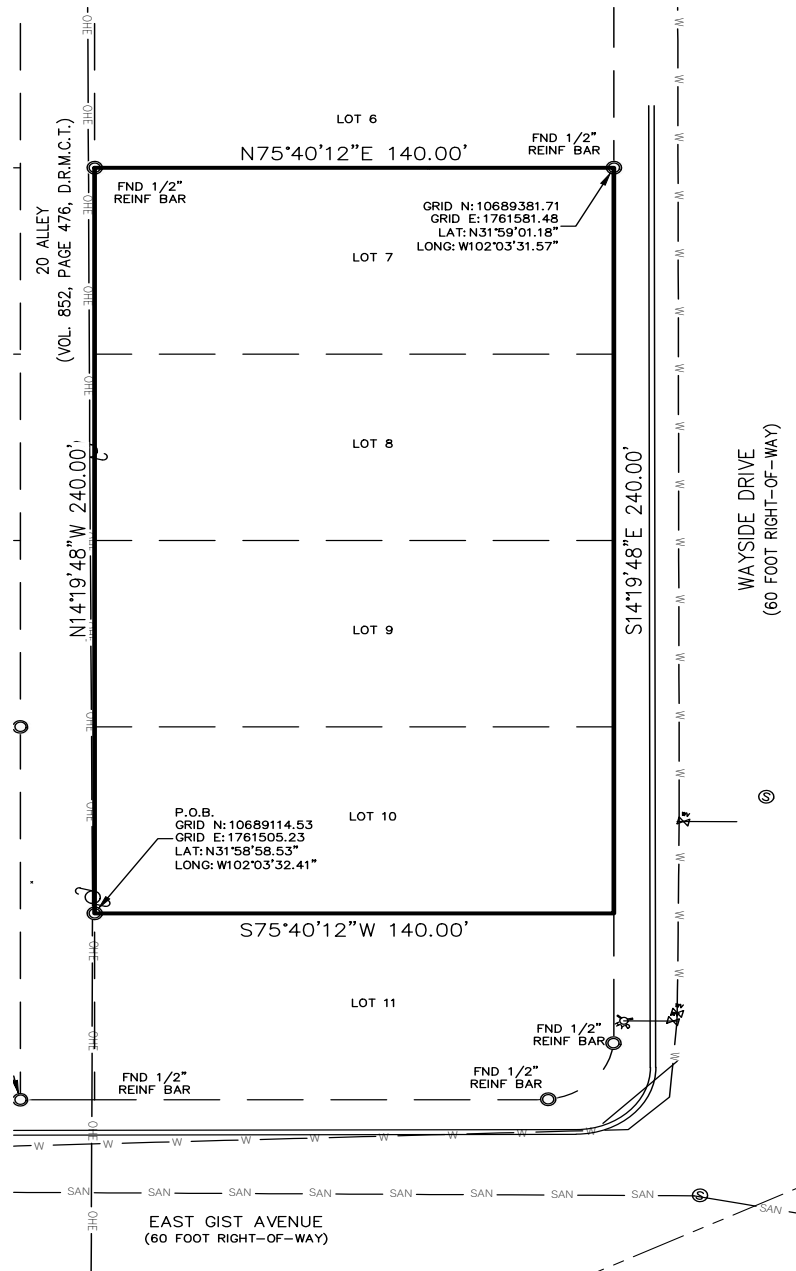
RECEIVED
JUN 22 2022

PACKET

25.9

August 23, 2022

****Application will not be considered for scheduling until reviewed by a planner.****



FIELD NOTE DESCRIPTION OF A 0.77 ACRE TRACT OF LAND, BEING LOTS 7-10, BLOCK 5, CAROL CREST ADDITION (UNRECORDED) OUT OF THE SOUTHEAST QUARTER OF SECTION 10, BLOCK 39, T-2-S, T & P RR CO SURVEY, MIDLAND COUNTY, TEXAS, SAID 0.77 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH REINF BAR SET (N:10689114.53, E:1761505.23) FOR THE SOUTHWEST CORNER OF LOT 10, FROM WHICH THE SOUTHEAST CORNER OF LOT 1, BEARS SOUTH 14°19'48" WEST, 140.00 FEET AND SOUTH 75°40'12" WEST, 20.00 FEET;

THENCE NORTH 14°19'48" WEST, 240.00 FEET TO A 1/2 INCH REINF BAR FOUND FOR THE NORTHWEST CORNER OF LOT 7;

THENCE NORTH 75°40'12" EAST, 140.00 FEET TO A 1/2 INCH REINF BAR FOUND FOR THE NORTHEAST CORNER OF LOT 7;

THENCE SOUTH 14°19'48" EAST, 240.00 FEET TO A 1/2 INCH REINF BAR FOUND FOR THE SOUTHEAST CORNER OF LOT 10;

THENCE SOUTH 75°40'12" WEST, 140.00 FEET TO THE PLACE OF BEGINNING.

NOTES:

BEARINGS AND DISTANCES SHOWN ARE BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS NORTH CENTRAL ZONE, NORTH AMERICAN DATUM

SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF THE COUNTY ORDINANCE AND STATE LAW AND MAY BE SUBJECT TO FINES AND WITHHOLDINGS OF UTILITIES AND BUILDING PERMITS THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF TITLE COMMITMENT. NOT ALL EASEMENTS OR MATTERS OF TITLE MAY BE SHOWN.

THIS SURVEY DOES NOT GUARANTEE OWNERSHIP.



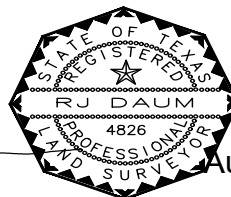
SCHUMANN
ENGINEERING & LAND SURVEYING CO.
A LATERAL LAND COMPANY

CIVIL ENGINEERING - LAND SURVEYING
TEXAS FIRM No. 71880 - TEXAS FIRM No. 10149500

800 N. MARSHFIELD ST., #100
MIDLAND, TEXAS 79701

(432) 654-5548

RJ DAUM
TEXAS RPLS 4826



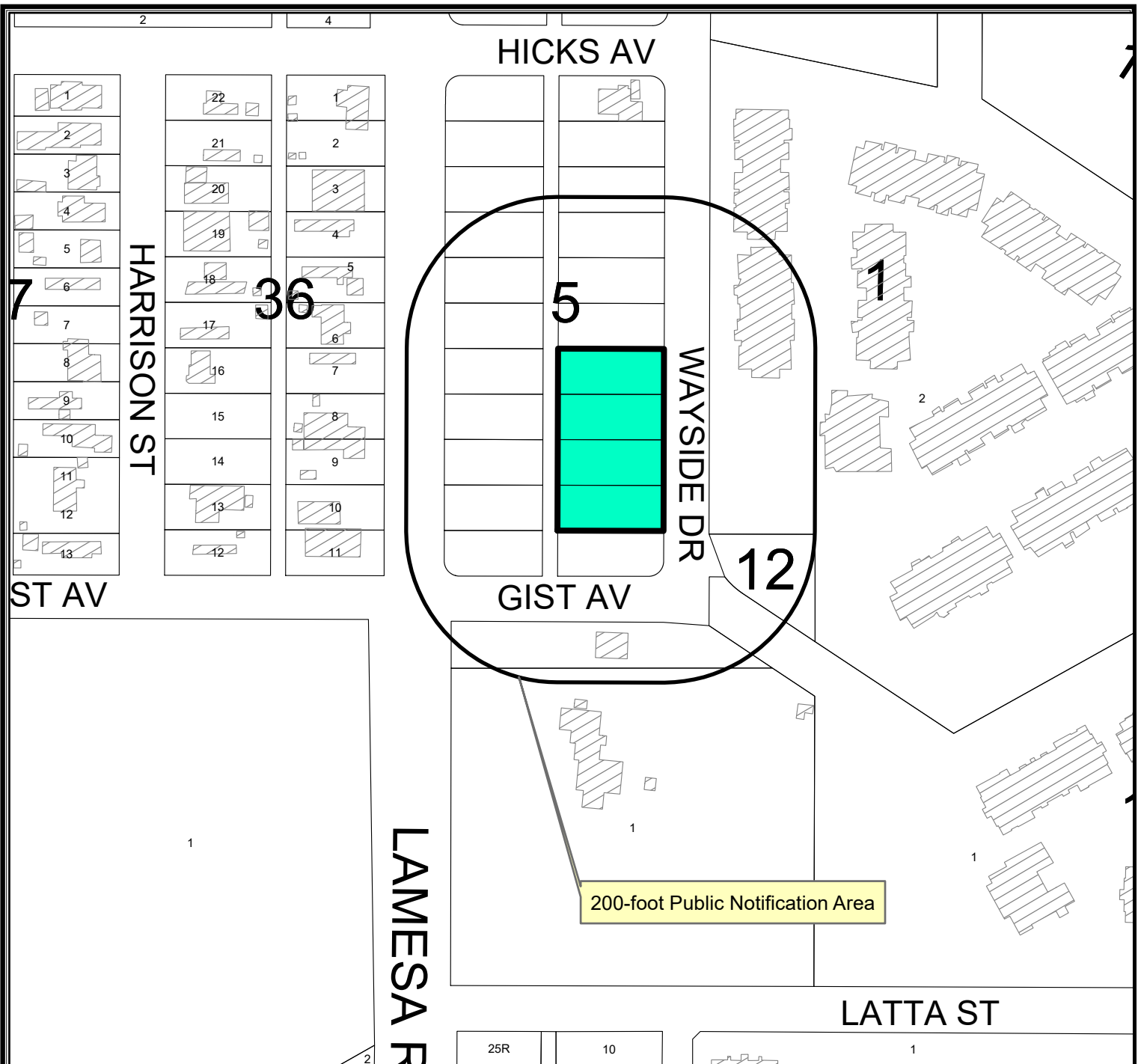
REZONE EXHIBIT

A 0.77 ACRE TRACT OF LAND,
BEING LOTS 7-10, BLOCK 5,
CAROL CREST ADDITION
(UNRECORDED)

OUT OF THE SOUTHEAST QUARTER
OF SECTION 10, BLOCK 39,
T-2-S, T & P RR CO SURVEY,
MIDLAND COUNTY, TEXAS,

SCALE: 1"=40'

PROJECT: 78542
JOB NO: 78542



LOCATION MAP

Z-22-0297

Scale: 1" = 200'

Request by Reynaldo Hernandez for a zone change from C, Commerical District to O-1, Office District for a 0.77-acre tract of land out of the southeast quarter of Section 10, Block 39, T-2-S, T & P RR CO Survey, Midland County, Texas.

Generally located on the west side of Wayside Drive, approximately 57-feet north of East Gist Avenue. (Council District 2)

LEGEND

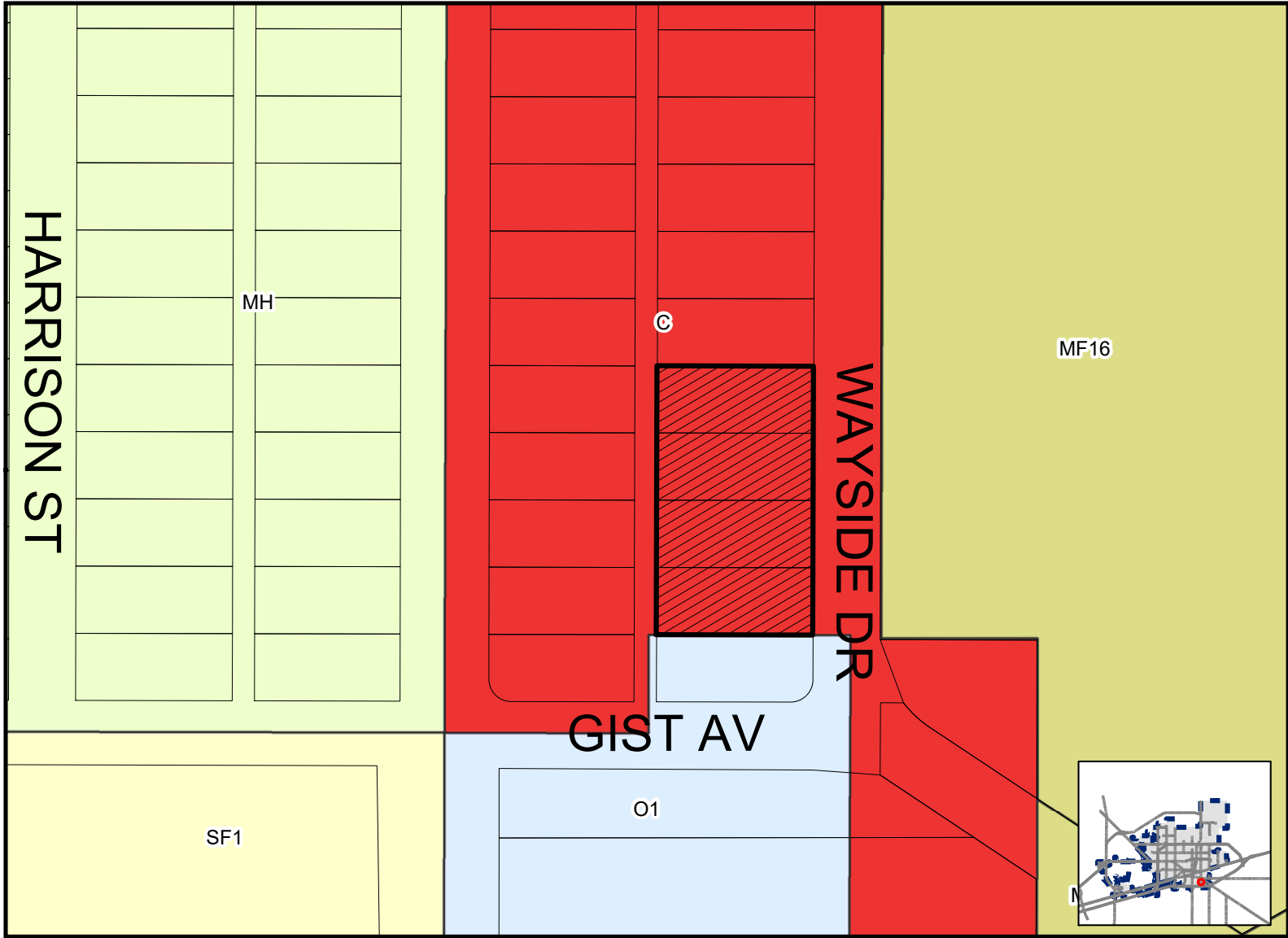
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



August 23, 2022

THE
AN

FOR
TA.



Map By AW, 7/18/2022

Z-22-0297

Scale: 1" = 200'

ZONING MAP



© THE CITY OF MI
TO BE USED AS A PFI
HEREIN THE CITY OF

UCL WORKSIT DESIGNED
INFORMATION CONTAINED
THE USE OF THIS DATA









PACKET

25.16

August 23, 2022



City Council Meeting

Item Number: 26
Meeting Date: August 23, 2022
To: City Council / City Manager
From: Kelly Martinez, Senior Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOTS 1 AND 2, BLOCK 12, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST TEXAS AVENUE AND NORTH C STREET), WHICH IS PRESENTLY ZONED O-1, OFFICE 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)

Purpose:

The applicant, Brew Street, LLC, is requesting a Specific Use Designation with Term, for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant located at 111 N C. Street.

Current Zoning:

O-1, Office District

Recommended City Council Action:

Approve

Surrounding Zoning and Land Use:

This proposal does not have a significant financial impact to the City.

Discussion:

The properties to the north, south, east, and west are zoned O-1, Office District and the location of offices and businesses.

Discussion:

The property is located at 111 N C. Street and is currently zoned O-1 Office District, which permits the sale of alcoholic beverages with the approval of a Specific Use Designation.

The applicant is proposing to convert the property into a restaurant without a drive thru. They will offer a variety of goods including vegan comfort food, specialty coffee, and vegan baked goods. The floor plan attached hereto a "Exhibit A" illustrates that the establishment has a total square footage of 2,468, with an alcohol serviceable area of 1,585 square feet.

The proposed days and hours of operation are:

Monday through Saturday from 7:00 a.m. to 11:00 p.m.

The applicant is requesting the following alcohol serviceable hours.

Monday through Saturday from 10:00 a.m. to 11:00 p.m.

Brew Street does not have adequate parking; however, a special exception to reduce the number of required parking spaces was approved on July 12, 2022.

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.

Brew Street is located within 390-feet of the Midland High Youth Center and 930-feet from Midland Senior High School. They are also located 797-feet from First Presbyterian Church.

This request has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Engineering: (Approved)

No objections. [For Applicant's Information Only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Fire: (Approved)

No objections to zone change.

Transportation: (Approved)

No objection to SUD.

Driveways or other access points are approved only with a construction drawing review.

Code Administration: (Approved)

The SUD for Brew Street is acceptable. The property must adhere to the maximum occupant load of 105 for the alcoholic serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning:

The request follows the *Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to* "Encourage the development of places where Midland residents can gather and socialize to build connections." (Tall City Tomorrow page 137). Brew Street will be a friendly neighborhood café that the community can enjoy.

This request was recommended for approval at the August 1, 2022, Planning and Zoning Commission Meeting.

This request meets all requirements; therefore, staff recommends approval 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 alcoholic serviceable area of the restaurant shall be limited to approximately 1,585 square feet as shown in Exhibit "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 10:00 a.m. to 11:00 p.m.

- C. 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 applicant shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on premises consumption to ensure that the conditions of this permit are satisfied.
- G. That in accordance with Section 11-1-9.07.E.3 of the Zoning Ordinance, the establishment shall be in operation within 120 days from the final adoption date of this ordinance.

Letters of Objection:

As of August 18, 2022, staff has received one letter of objection.

Attachments:

Floor Plan (Exhibit A)
Application
Maps



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOTS 1 AND 2, BLOCK 12, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST TEXAS AVENUE AND NORTH C STREET), WHICH IS PRESENTLY ZONED O-1, OFFICE 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 Lots 1 and 2, Block 12, West End 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 O-1, Office 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 1,585 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 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., 2022; 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., 2022, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Charles Harrington, Director of Development Services

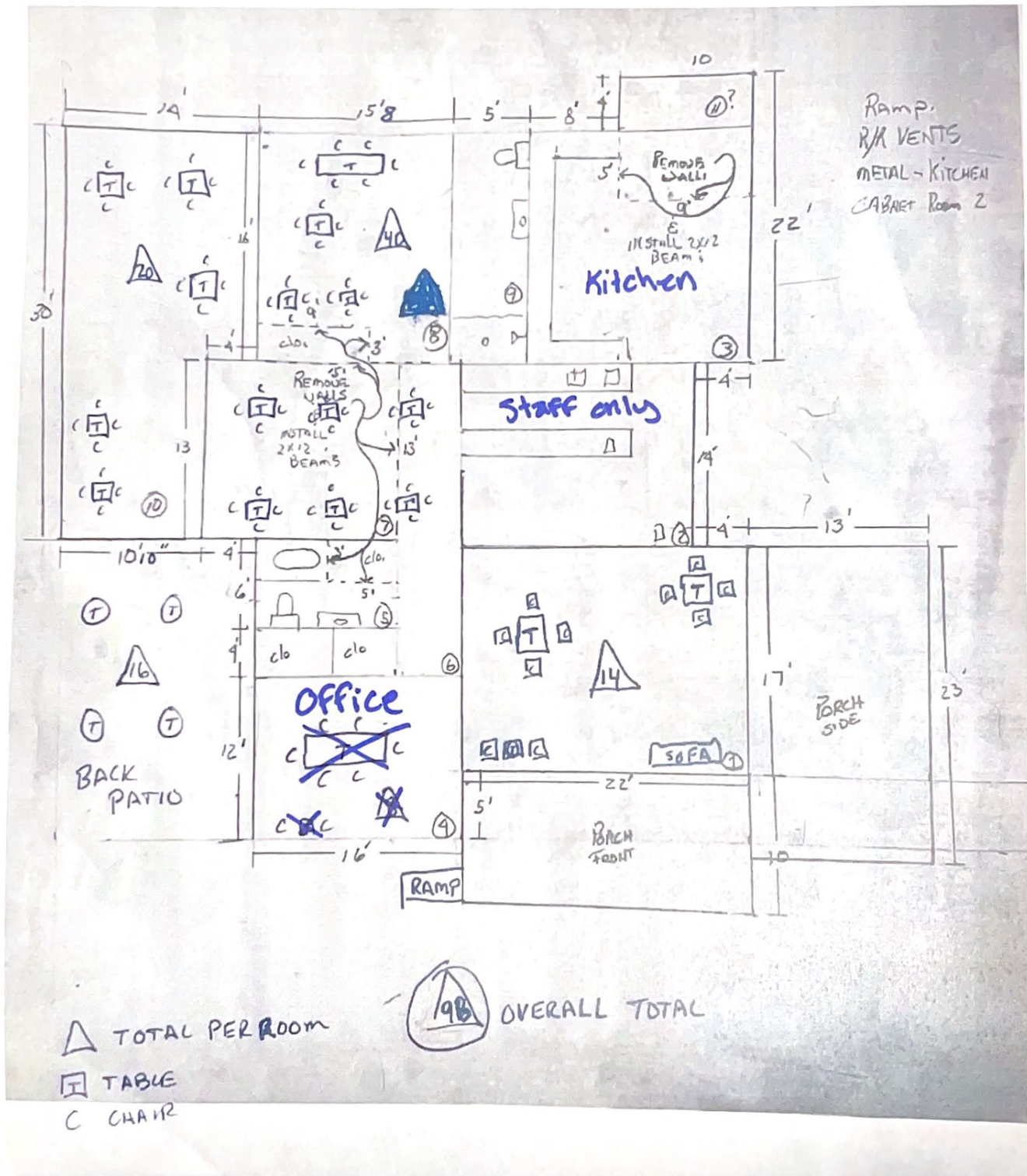
APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT "A"

6/13/22, 2:45 PM

Mail - Brew Street - Outlook





Specific Use Designation with
Term for the Sale of Alcoholic
Beverages for On-Premises
Consumption

Project Number SUD-22-0136
Case Number _____

Applicant (if acting as Agent, see affidavit on page 2)
Printed Name: Brew St. LLC

Phone (432) 638-4251
Email

info@thebrewstreet.com

Address 111 W. C Street City Midland State TX Zip 79701

Property Owner
Printed Name: Carlos & Mary Madrid

Phone (432) 638-4251
Email

marcymjm@hotmail.com

Address 1104 WCR 143 City Midland State TX Zip 79706

Representative (if different from Applicant or Property Owner)
Firm: _____
Printed Name: _____

Phone ()
Email

Address _____ City _____ State _____ Zip _____

Street Address: 111 W. C. Street Midland, TX 79701

Business Name: Brew Street LLC

Legal Description
Lot: 00122 Block: 012 Subdivision: West End Addition

Current Zoning: O-1

Reason for Request: Beer and wine license

Type of Business (restaurant, bar, lounge, nightclub, etc.): Restaurant

Proposed/Current Days and Hours of Operation: Monday-Saturday 72m-10pm

Proposed Days and Hours of Alcohol Service: Monday-Saturday 102m-11pm

Total Square Footage of Business: 2468

Square Footage of Alcohol Serviceable Area: ~~2468~~ 1585

Restroom Fixtures:	Men	Toilets/Urinals:	<u>1 / 0</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)

Signatures

Applicant (signature): [Signature] Date: 6/9/22

Applicant (printed): Marcy Madrid

Property Owner (signature): [Signature] Date: 6/9/22

Property Owner (printed): Marcy Madrid

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 _____ 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.

Subscribed and sworn to before me, this _____ day of _____, 20____, to certify which witness my hand and seal of office.

Notary Public

FOR OFFICE USE ONLY

- | | |
|--|--|
| ☒ Property Owner Authorization | ☒ Dimensioned Floor Plan |
| ☒ Application Fee | ☒ Site Plan |
| Check # <u>Creditcard</u> | ☒ Plans in Digital Format (PDF/JPEG) |

Received By: Email Date: 7-5-22

RECEIVED
JUL 05 2021

****Application will not be considered for scheduling until reviewed by a planner.****

SUD Alcoholic Beverages Application

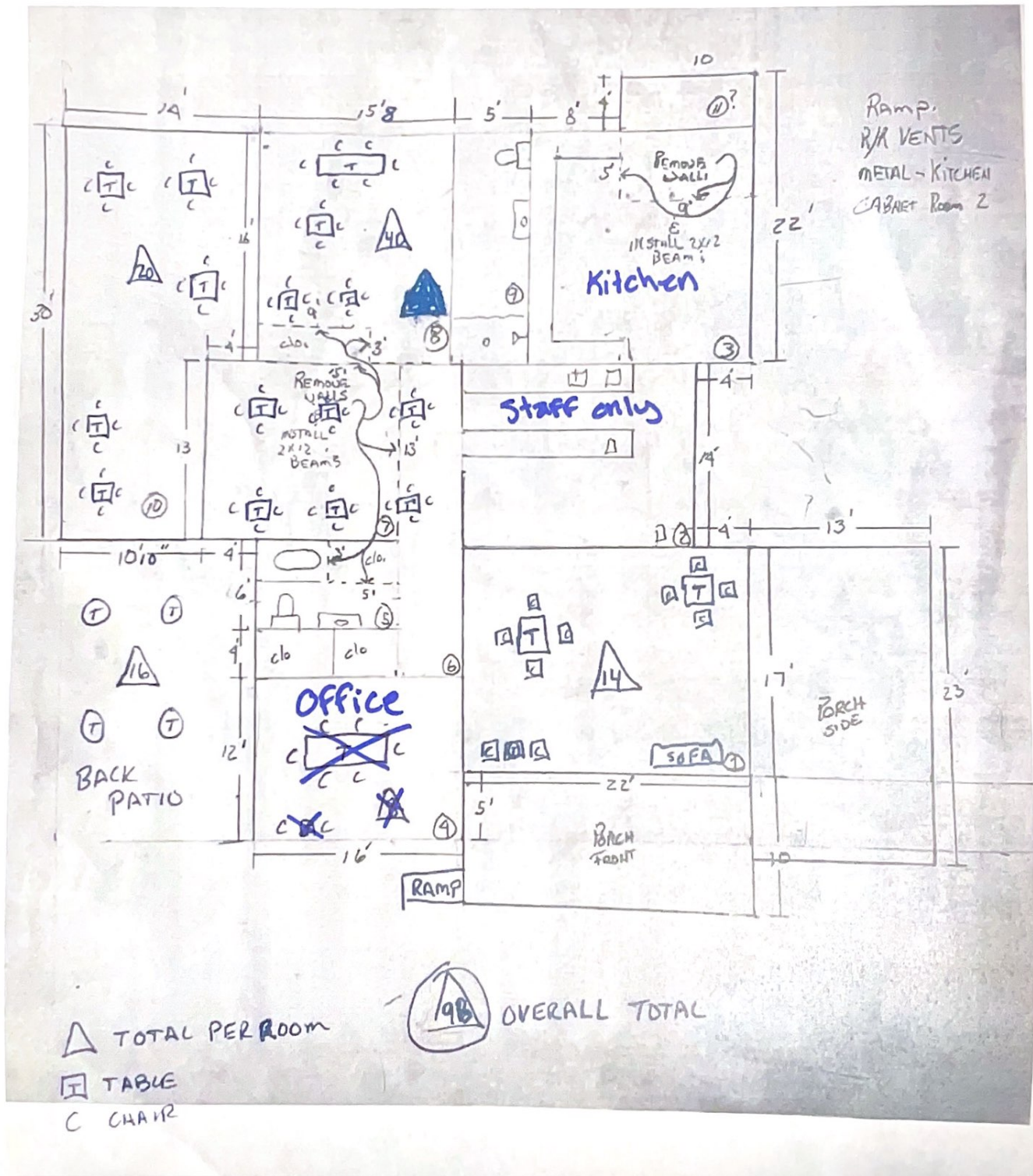
2

BY: Revised 07/02/19

PACKET

26.11

August 23, 2022





RECEIVED
AUG 03 2022

ARCHWAY SUPPORT
1005 W TEXAS
MIDLAND TX 79701

PUBLIC NOTICE

The **Planning and Zoning Commission** of the City of Midland, Texas, will hold a public hearing at **3:30 p.m. on Monday, August 1, 2022**, in the Council Chamber, City Hall, 300 N. Loraine, Midland, Texas 79701, and via videoconference on a request by **Brew Street, LLC** for a **Specific Use Designation with Term** on the following described property:

LEGAL DESCRIPTION: Lots 1 and 2, Block 12, West End Addition, City and County of Midland, Texas.

LOCATION: Generally located on the southwest corner of the intersection of W. Texas Avenue and N. C Street. (Council District 3)

CURRENT ZONING: O-1, Office District

SPECIFIC USE: For the sale of all alcoholic beverages for on premises consumption in a restaurant.

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered in writing** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request ☒ Required Information:

Comments: *Concerned about property security & late hours that come with alcohol consumption.*

Allison Hartzoge
Property Owner's Signature

Allison Hartzoge
Printed Name

1005 W. Texas
Property Address (No P. O. Boxes)

If any further information is desired, please contact the Planning Division at 685-7400.
Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 15
Date Mailed: July 22, 2022
Case Number: SUD-22-0136
Case Name: Brew Street, LLC
KM Planner's Initials

[Signature]
Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland, at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989. The videoconference information can be found on the City's website: <http://www.midlandtexas.gov/967/primegov-meetings>.

Kelly Martinez

From: Allison Hartzoge <allison@archwaysupport.com>
Sent: Wednesday, August 3, 2022 8:28 AM
To: Kelly Martinez
Subject: Objection to Brew St alcohol
Attachments: Archway objection to Brew St.pdf

RECEIVED
AUG 03 2022



Kelly,

Thank you for your time this morning. I have attached the document with my objection. I am a locally owned, private counseling practice operating between 8am and 7pm. My concerns are regarding property security. Alcohol consumption increases the likelihood of parking and trespassing on our property, especially after hours and also increases misbehavior, like vandalism, damage and theft.

I did not object to the parking hearing because I want to be a good neighbor and support local small business, but this is a quiet neighborhood and the fact that their business will attract high school students will be issue enough causing high traffic in the area.

My goal is to continue to manage my successful small business and have a wonderful, contributing new neighbor without all the parking and security issues that may arise with the addition of alcohol consumption.

Sincerely,

Allison Hartzoge

MA, LPC-S, NCC, BCN, QEEGD

Licensed Professional Counselor- Supervisor

National Certified Counselor

Board Certified in Neurofeedback - Fellow

Board Certified in Quantitative EEG - Diplomate/Board Chairperson

Owner/Founder, Archway

Executive Director, Archway Outreach

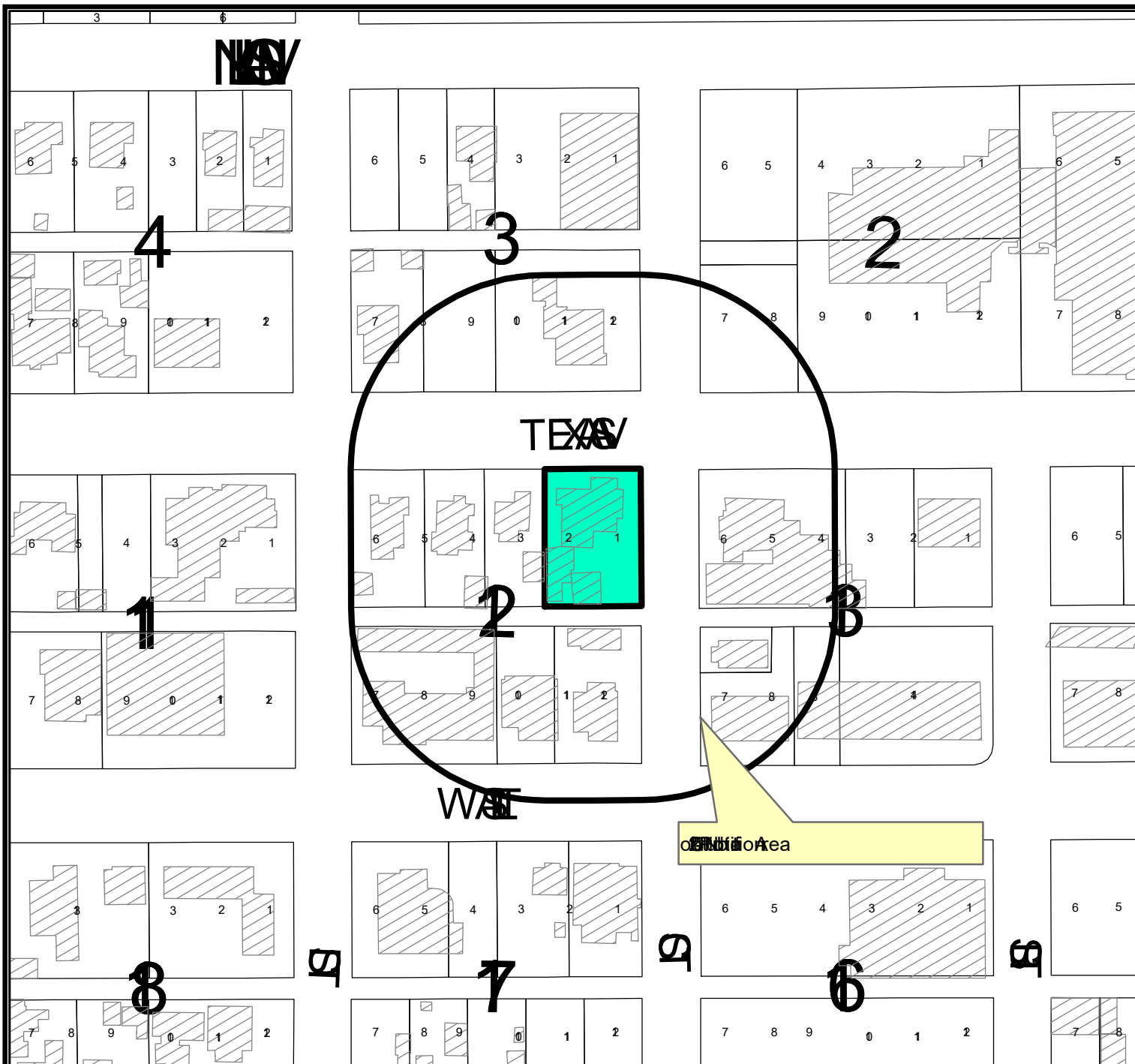
www.ArchwaySupport.com

432-682-2724 ext. 1

1005 W. Texas Avenue, Midland, TX 79701

Confidential: This email and any files transmitted with it are the property of Allison Hartzoge, MA, LPC-S, BCN, QEEGD and Archway Support, Ltd, are confidential, and are intended solely for the use of the individual(s) to whom this email is addressed. Any other use, retention, dissemination, forwarding, printing or copying of this email is strictly prohibited.

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.



LOCATION MAP

SUD-22-0136

Scale: 1" = 200'

Consider a request by Brew Street, for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages, for on premises consumption in a restaurant on Lots 1 and 2, Block 12, West End Addition, City and County of Midland, Texas.

Generally located on the southwest corner of the intersection of W. Texas Avenue and N. C Street. (Council District 3) 26.15

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

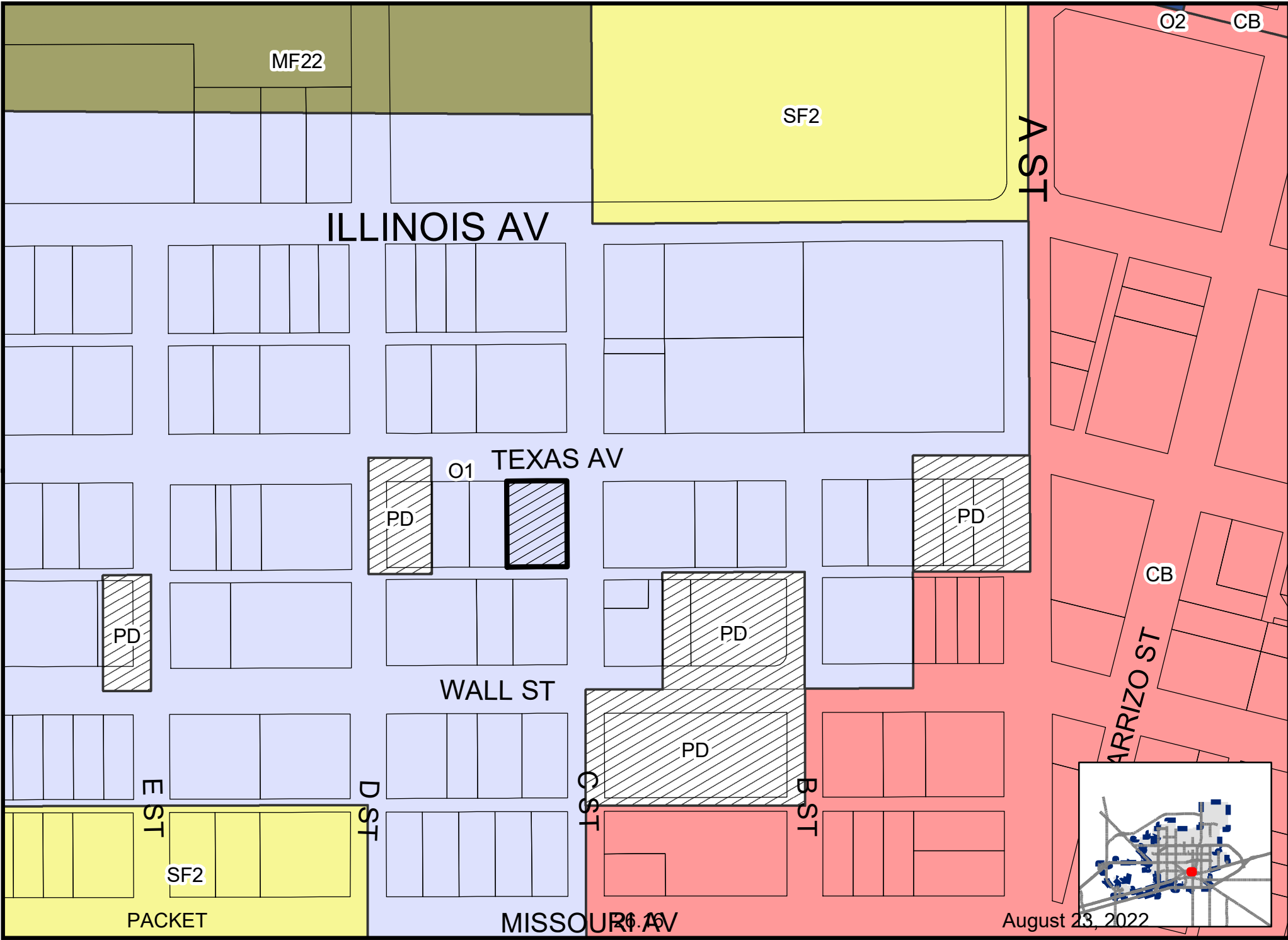


©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR IS IT DESIGNED TO BE USED AS A TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

August 23, 2022



August 23, 2022













City Council Meeting

Item Number: 27
Meeting Date: August 23, 2022
To: City Council / City Manager
From: Elizabeth Shaughnessy, Planning Division Manger
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE THE TRACT OF LAND DESCRIBED AS LOTS 7 THROUGH 9, BLOCK 93, A 0.263-ACRE PORTION OF BLOCK 96, THE NORTH 40 FEET OF THE WEST 175 FEET OF BLOCK 104, THE ABANDONED PORTIONS OF THE BRUNSON STREET RIGHT-OF-WAY, A 14,408-SQUARE FOOT PORTION OF WEST INDIANA STREET RIGHT-OF-WAY, AND A 2,650-SQUARE FOOT PORTION OF THE ABANDONED BRUNSON AVENUE RIGHT-OF-WAY, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM 2F, TWO-FAMILY DWELLING (DUPLEX) DISTRICT, IN PART, AND SF-1, SINGLE-FAMILY DWELLING DISTRICT, IN PART, TO PD, PLANNED DEVELOPMENT DISTRICT FOR A CIVIC CENTER AND COMMUNITY CENTER (GENERALLY LOCATED ON THE EAST SIDE OF THE INTERSECTION OF SOUTH L STREET AND WEST INDIANA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES)

Purpose:

The applicant, LCA, is requesting a zone change from SF-1, Single Family Dwelling District in part and 2F, Two-Family Dwelling District in part to PD – Planned Development District for a Civic Center and Community Center on Lots 7-9, Block 93, a 0.263-acre portion of Block 96, the North 40-Foot of the West 175-foot of Block 104, the abandoned portions of Brunson Street, a 14, 408 square foot portion W. Indiana Street, a 2,650 square foot portion of the abandoned Brunson Avenue recorded in volume 2933, page 275, all in West End Addition, volume 17, pages 614 & 615, Midland County Deed Records City of Midland and County of Midland, Texas for the future expansion of the Museum of the Southwest and Haley Memorial Library.

Recommended City Council Action:

Approve

Fiscal Impact:

This request does not require any City funds.

Discussion:**Current Zoning:**

SF-1, Single Family District in part and 2F, Two-Family Dwelling District in part

Surrounding Zoning and Land Use:

The properties to the north, east, and west are zoned SF1, Single Family Dwelling District and 2F, Two-Family Dwelling District, and are the locations of single-family residences, while the properties to the south are the locations of the Museum of the Southwest, Haley Memorial Library, and a parking lot, respectively.

Analysis:

The properties to the north, east, and west are zoned SF1, Single Family Dwelling District and 2F, Two-Family Dwelling District, and are the locations of single-family residences, while the properties to the south are the locations of the Museum of the Southwest, Haley Memorial Library, and a parking lot, respectively.

Analysis:

LAC is requesting a zone change from SF-1, Single Family Dwelling District in part and 2F, Two-Family Dwelling District in part to PD – Planned Development District for a Civic Center and Community Center for the development of the expansion for the Museum of the Southwest and Haley Memorial Library. The property is currently vacant and in the process of being replatted and including the recently vacated right-of-way of Indiana Avenue and K Street (Ordinance No. 10318). The new site plan, attached hereto as Exhibit A, shows a design of approximately 9,600 square feet for an Archives Building, which will be utilized for storage and research workspace. It also shows 13 parking spaces that will serve the proposed development.

The applicant will be required to adhere to the site plan review standards outline within the City of Midland Zoning Ordinance Section 5.05: - Nonresidential Zoning District Dimensional Regulations Chart as well as Chapter 9, Landscape Regulations for future landscaping.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections to zone change request.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No objection to zone change. [For the 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 the Applicant's information only.]

GIS: (Approved)

No comments.

Code: (Approved)

No Oil and Gas issues.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

Planning:

The request is in compliance with the *Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to* "Encourage the development of places where Midland residents can gather and socialize to build connections." (Tall City Tomorrow page 137) This zone change would promote the expansion of the Haley Memorial Library as well as the Museum of the Southwest. In doing so, it will provide Midland residents with a unique social gathering experience.

This request was recommended for approval at the August 15, 2022, Planning and Zoning Commission meeting.

Staff recommends approval of this zone change from 2F, Two-Family Dwelling District in part and SF-1, Single Family Dwelling District in part to PD, Planned Development District for a Civic Center and Community Center, subject to condition A through D.

Conditions:

- A. That the use and development of the property shall conform to the regulations of the O-1, Office District.**
- B. That this property shall conform to the site plan, which is attached hereto and incorporated herein as Exhibits "A".**
- C. That the landscaping shall conform to the regulations set forth in Title XI, Chapter 9 of the City Code.**
- D. That the signage for this property shall conform to the regulations set forth in Title XI, Chapter 7a. of the City Code.**

Letters of Objection:

Staff has not received any letters of objection as of August 18, 2022.

Attachments:

Application
Maps
Site and Floor Plan (Exhibit A)
Metes and bounds with survey plat (Exhibit B)



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE THE TRACT OF LAND DESCRIBED AS LOTS 7 THROUGH 9, BLOCK 93, A 0.263-ACRE PORTION OF BLOCK 96, THE NORTH 40 FEET OF THE WEST 175 FEET OF BLOCK 104, THE ABANDONED PORTIONS OF THE BRUNSON STREET RIGHT-OF-WAY, A 14,408-SQUARE FOOT PORTION OF WEST INDIANA STREET RIGHT-OF-WAY, AND A 2,650-SQUARE FOOT PORTION OF THE ABANDONED BRUNSON AVENUE RIGHT-OF-WAY, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM 2F, TWO-FAMILY DWELLING (DUPLEX) DISTRICT, IN PART, AND SF-1, SINGLE-FAMILY DWELLING DISTRICT, IN PART, TO PD, PLANNED DEVELOPMENT DISTRICT FOR A CIVIC CENTER AND COMMUNITY CENTER (GENERALLY LOCATED ON THE EAST SIDE OF THE INTERSECTION OF SOUTH L STREET AND WEST INDIANA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

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 the tract of land described as Lots 7 through 9, Block 93, a 0.263-acre portion of Block 96, the north 40 feet of the west 175 feet of Block 104, the abandoned portions of the Brunson Street right-of-way, a 14,408-square foot portion of West Indiana Street right-of-way, and a 2,650-square foot portion of the abandoned Brunson Avenue right-of-way, West End Addition, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit “A”, which is attached hereto and incorporated herein (the “Property”) to PD, Planned Development District for a Civic Center and Community Center and adopting a site plan therefor, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from 2F, Two-Family Dwelling (Duplex) District, in part, and SF-1, Single-Family Dwelling District, in part, to PD, Planned Development District for a Civic Center and Community Center.

SECTION TWO. That the base zoning district to which the use and development of the Property shall conform, except as modified by Section Three of this ordinance, is the O-1. Office District.

SECTION THREE. That a site plan, which is attached hereto as Exhibit “B” and incorporated herein for all purposes, is hereby adopted, and the use and development of the Property shall be subject to the following conditions and restrictions:

- A. That the Property shall significantly conform to the site plan attached hereto as Exhibit “B”.
- B. That the landscaping shall conform to the regulations set forth in Title XI, Chapter 9 of the City Code.
- C. That all signage shall conform to the regulations set forth in Title XI, Chapter 7a of the City Code.

SECTION FOUR. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FIVE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION SIX. If any section, subsection, sentence, clause or phrase of this

ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SEVEN. The penalty for violation of this ordinance shall be in accordance with the general penalty 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 EIGHT. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2022; 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., 2022, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT "A"



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
FOR THE RE-ZONING OF
ALL OF LOTS 7 THRU 9 BLOCK 93
A 0.263-ACRE PORTION OF BLOCK 96
N 40 FEET OF THE W 175 FEET OF BLOCK 104
THE ABANDONED PORTIONS OF BRUNSON STREET
A 14,408 SQUARE FOOT PORTION W. INDIANA AVENUE
A 2,650 SQUARE FOOT PORTION OF THE ABANDONED BRUNSON AVENUE
RECORDED IN VOLUME 2933 PAGE 275, MIDLAND COUNTY DEED RECORDS
ALL IN WEST END ADDITION, VOLUME 17 PAGES 614 & 615,
MIDLAND COUNTY DEED RECORDS
CITY OF MIDLAND & COUNTY OF MIDLAND, TEXAS**

ZONING FROM SF-1 TO PD

BEING ALL OF LOTS 7 THRU 9, BLOCK 93, ONE-HALF OF THE ABUTTING RIGHT-OF-WAY OF W. INDIANNA AVENUE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at (Y=10,692,906.02' & X=1,750,707.84') a ½' bent Iron Rod (Control Monument) found at the northwest corner of said Lot 7 on the south line of a 20-foot alley and the east right-of-way of S. L Street;

THENCE North 75°25'12" East with the north line of Lots 7 thru 9 of said Block 93 and the south line of said alley, a distance of 150.00 feet to the northeast corner of said Lot 9;

THENCE South 14°40'35" East with the east line of said Lot 9 and in the north half of said W. Indiana right-of-way, a distance of 180.25 feet to the southeast corner of this tract on the centerline of said W. Indiana Avenue;

THENCE South 75°19'25" West with the centerline of said W. Indiana Avenue, a distance of 150.19 feet to the southwest corner of this tract on the east right-of-way line of said S. L Street;

THENCE North 14°36'57" West with the east right-of-way line of said S. L Street, pass a 3/8" spike in a 2" Iron Pipe (Control Monument) found at the southwest corner of Lot 7 of Block 93 of said WEST END ADDITION at 40.5 feet, continuing with the west line of said Lot 7 and the east right-of-way line of said S. L Street, in all a total distance of 180.50 feet to the Point of the Beginning containing 0.63 surface acres.

ZONING FROM 2-F TO PD

BEING A 0.263-ACRE PORTION OF BLOCK 96, N 40 FEET OF THE W 175 FEET OF BLOCK 104, THE ABANDONED PORTIONS OF BRUNSON STREET, AN 8,350 SQUARE FOOT PORTION W. INDIANNA AVENUE, A 2,650 SQUARE FOOT PORTION OF THE ABANDONED BRUNSON AVENUE, RECORDED IN VOLUME 2933 PAGE 275, MIDLAND COUNTY DEED

RECORDS, ALL IN WEST END ADDITION, VOLUME 17 PAGES 614 & 615, MIDLAND COUNTY DEED RECORDS, CITY OF MIDLAND & COUNTY OF MIDLAND, TEXAS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at (Y= 10,692,731.36' & X= 1,750,753.39') a 3/8" spike in a 2" Iron Pipe (Control Monument) found on the east right-of-way of S. L Street, an 80-foot public right-of-way, and the northwest corner of Lot 7 of Block 93 of said WEST END ADDITION bears North 14°40'35" West, a distance of 40.5 feet;

THENCE North 75°19'25" East with the centerline of said W. Indiana Avenue, a distance of 360.19 feet to the northeast corner of this tract;

THENCE South 14°40'35" East, a distance of 39.77 feet to the northernmost southeast corner of this tract on the south right-of-way line of said W. Indiana Avenue;

THENCE South 75°22'02" West with the south right-of-way of said W. Indiana Avenue, and the north line of said Block 96 of said WEST END ADDITION, a distance of 67.88 feet to a 1/2" Iron Rod with cap marked "LCA ODESSA TX" set the northeast corner of that certain 2,650 square-foot tract as described in Volume 2933 Page 281 of the Deed Records of Midland County, Texas;

THENCE South 30°26'55" East with the east line of said 2,650 square-foot tract, a distance of 37.98 to a 1/2" Iron Rod with cap marked "LCA ODESSA TX" set on the centerline of the abandoned Brunson Avenue;

THENCE South 59°36'03" West with the centerline of said abandoned Brunson Avenue, a distance of 78.41 feet to the east line of that certain 2,650 square-foot tract as described in Volume 2933 Page 275 of said Deed Records of Midland County, Texas;

THENCE South 11°15'51" East, with an east line of said 2,650 square-foot tract, a distance of 63.65 feet to a 2" Aluminum Cap stamped "CITY OF MIDLAND" (Control Monument) found at the southeast corner of said 2,650 square-foot tract as described in Volume 2933 Page 275 of said Deed Records of Midland County, Texas;

THENCE South 71°12'01" West, with the south line of said 2,650 square-foot tract as described in Volume 2933 Page 275, a distance of 26.34 feet to a 1/2" Iron Rod with cap marked "LCA ODESSA TX" set on the east line of the N 70-feet of the W 175-feet of Block 104 of said WEST END ADDITION;

THENCE South 30°22'40" East with the east line of said N 70-feet of the W 175-feet of Block 104, a distance of 26.48 feet to a 1/2" Iron Rod with cap marked "LCA ODESSA TX" set for the southeast corner of said N 70-feet of the W 175-feet of Block 104;

THENCE South 59°42'01" West with the south line of said N 70-feet of the W 175-feet of Block 104, a distance of 175.00 feet to a 1/2" Iron Rod with cap marked "LCA ODESSA TX" set at the southwest corner of said N 70-feet of the W 175-feet of Block 104, on the east right-of-way line of S. L Street, a 60-foot public right-of-way;

THENCE North 30°22'21" West with the west line of said Block 104, the abandoned portion of Brunson Avenue, as described in Volume 68 Page 612 and Volume 578 Page 459 of said Midland County Deed Records and the east right-of-way of said S. L Street, pass a 1/2" iron rod in a 2" iron pipe (Control Monument) found at the northwest corner of Lot 6 of said Block 104 at a distance of

120.86 to a ½" iron rod with cap marked "LCA ODESSA TX" set at the northwest corner of said Brunson Avenue abandonment on the south line of said Block 96;

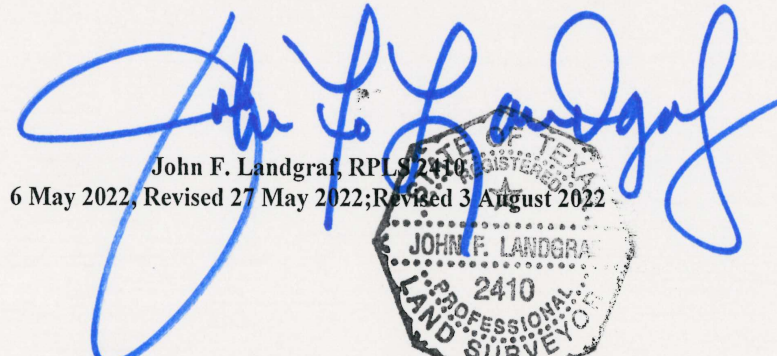
THENCE South 59°42'01" West with the south line of said Block 96, a distance of 3.28 feet to a ½" iron rod with cap marked "LCA ODESSA TX" set at the southwest corner of said Block 96 on the east right of way line of said S. L street;

THENCE North 14°36'57" West with the west line of said Block 96 and the east right-of-way of said S. L Street, a distance of 120.10 feet to the Point of the Beginning containing 1.24-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 "E89-6405" (Y=10,695,261.89' and X=1,754,276.95', Elevation = 2782.04 NAVD 29) with a theta angle of -00°54'55" with a combined grid factor of 0.999900197 as published in US Survey feet. Elevations are NAVD 29.

This document was prepared under 22 TAC 663.21 and is not to be used to convey or establish interest in real property except those rights and interest implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

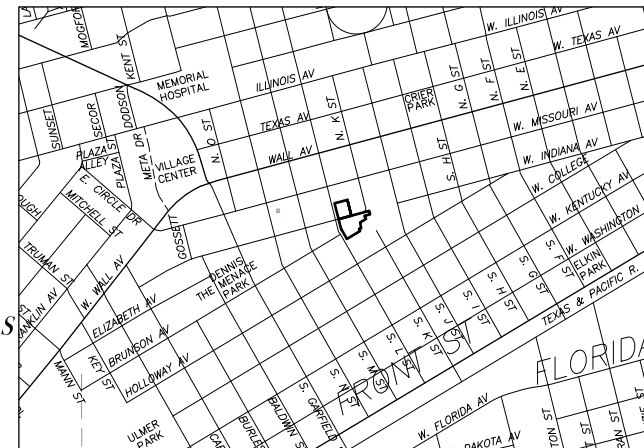
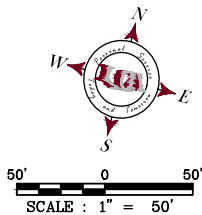
LCA


John F. Landgraf, RPLS 2410
6 May 2022, Revised 27 May 2022; Revised 3 August 2022


ZONING EXHIBIT WEST END ADDITION

BEING ALL OF LOTS 7 THRU 9 BLOCK 93
A 0.263-ACRE PORTION OF BLOCK 96 N 40 FEET OF THE W 175 FEET OF BLOCK 104
THE ABANDONED PORTIONS OF BRUNSON STREET
A 14,408 SQUARE FOOT PORTION W. INDIANA AVENUE
A 2,650 SQUARE FOOT PORTION OF THE ABANDONED BRUNSON AVENUE
RECORDED IN VOLUME 2933 PAGE 275

ALL IN WEST END ADDITION, VOLUME 17 PAGES 614 & 615
MIDLAND COUNTY DEED RECORDS CITY OF MIDLAND & COUNTY OF MIDLAND, TEXAS



VICINITY MAP

SCALE: N.T.S.

LEGEND

- FOUND 1/2" I.R. W/CAP
UNLESS OTHERWISE NOTED
- SET 1/2" I.R. W/CAP
UNLESS OTHERWISE NOTED
- M.C.P.R. MIDLAND COUNTY PLAT RECORDS
- SF-1 TO PD
- 2F TO PD

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

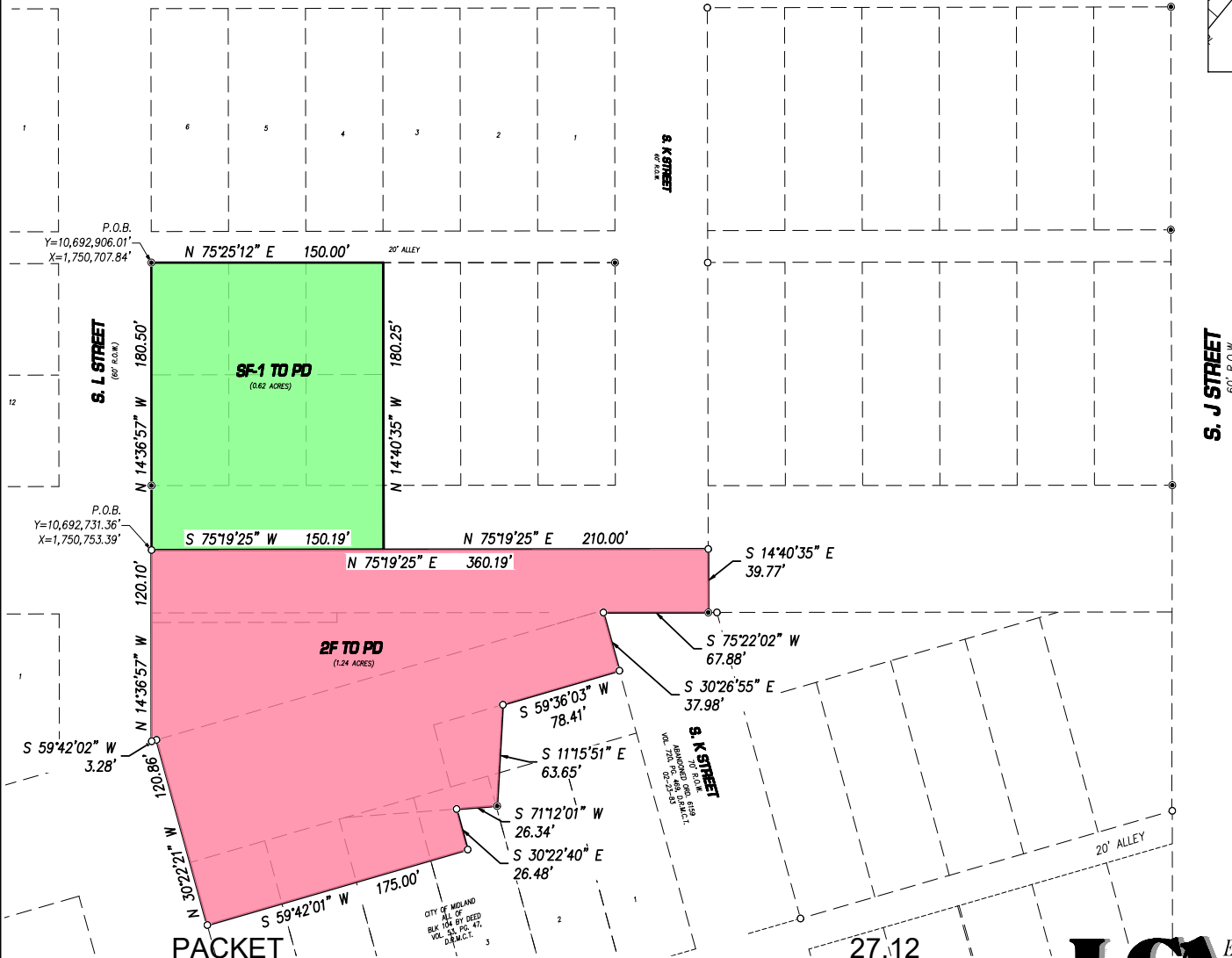
That I, John F. Landgraf, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this plat was prepared from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Midland, Texas.



OWNER: NITA STEWART HALEY
1805 W. INDIANA AVE
MIDLAND, TX 79701

OWNER: MUSEUM OF THE SOUTHWEST
1705 W. MISSOURI AVE.
MIDLAND, TX 79701

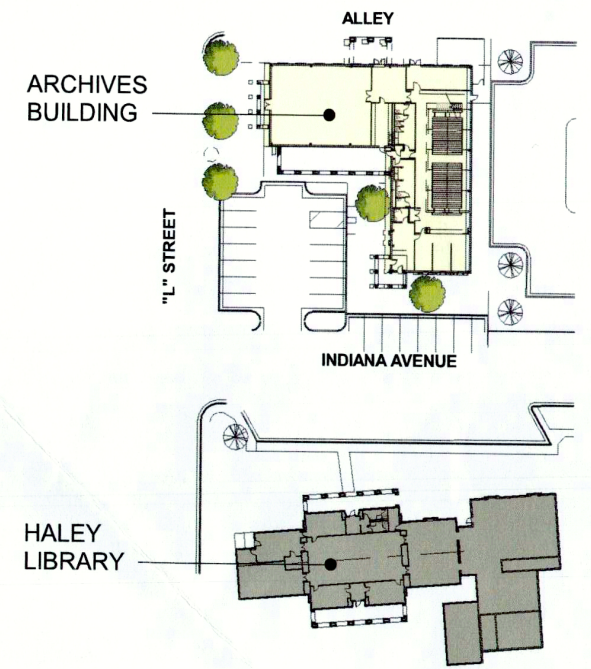
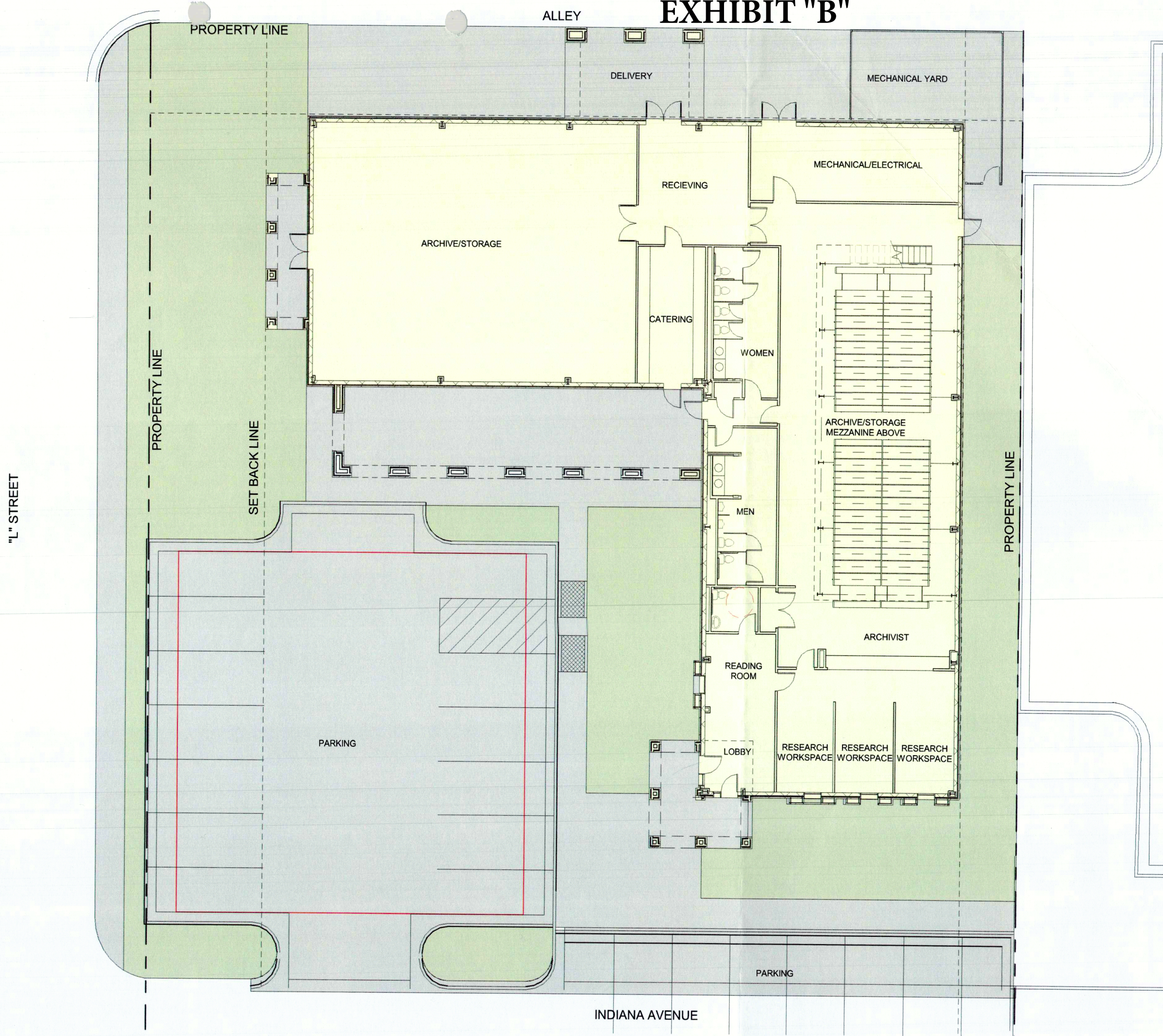
ENGINEER: LANDGRAF, CRUTCHER & ASSOC. INC.
521 NORTH TEXAS
ODESSA, TEXAS 79761-5131
PHONE: (432) 332-5058



ENVIRONMENTAL • SURVEYING
521 North Texas, Odessa Tx. 79761 F-001363 F-10034300
Phone # (432) 332-5058 E-Mail: lca@lcaodessa.com

(REVISED AUG. 3, 2022)

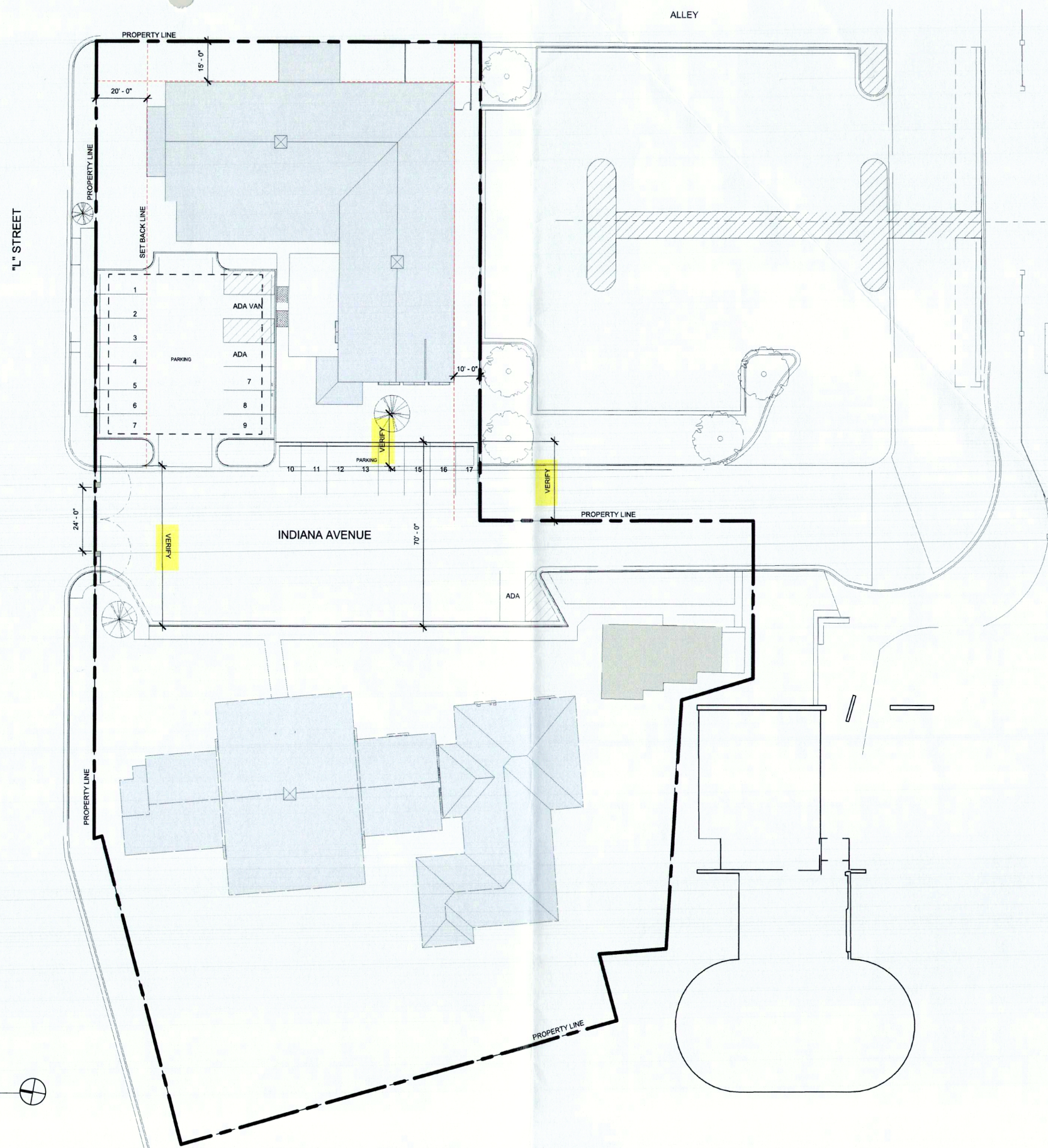
EXHIBIT "B"



SITE PLAN

HALEY MEMORIAL LIBRARY AND HISTORY CENTER Archives Building

PLAN
1/16" = 1'-0"
02-15-2022



1 SP - SITE PLAN
1" = 20'-0"

Haley Library

Enter address here



1102 WEST TEXAS AVE.
MIDLAND, TEXAS 79701
PHONE 432.682.1252
FAX 432.682.1257

Date Description

ISSUE FOR INTERIM REVIEW

Seal / Signature

Project Name

Project Number

1914

Description

SITE PLAN

SD-100

© 2019 Rhotenberry Wellen
Architects



**Zone Change/Planned District
Amendment/Site Plan Approval**

LCA Job #

Project Number: 2-22-0295

Case Number: _____

Applicant (if acting as Agent, see affidavit on page 2)

Printed Name: SEE REPRESENTATIVE / ACTING AS AGENT

Phone ()

Email

Address

City

State

Zip

Property Owner Nita Stewart Haley Memorial Library &

Printed Name: Museum of the Southwest

Phone ()

Email

Address

City

State

Zip

Representative (if different from Applicant or Property Owner)

Firm: Landgraf, Crutcher & Associates

Printed Name: LCA

Phone (432) 332-5058

Email

mbo@lcaodessa.com

Address 521 N. Texas Avenue

City Odessa

State TX

Zip 79761

Street Address: 207 & 211 S. L Street / 1805 W. Indiana Ave / Portion of proposed to
be vacated W. Indiana Ave & S. K Street

Legal Description

Lot: Varies Block: Varies Subdivision: West End Addition (Sketch plat submitted for reference)

Current Zoning: SF1 & 2F

Proposed Zone: PD

(List by tracts if more than one district is requested)

Reason for Zone Change Request: To allow the Museum/ Library area to expand and develop
under the zoning requirements specific to PD.

Present Use of Property: 207 & 211 S. L Street are vacant lots. 1805 W. Indiana Avenue is
currently used as a Memorial Library.

Proposed Use of Property: See attached site plan

How would this zone change affect the public health, safety and welfare?

This zoning does include a proposed portion of W. Indiana & S. K street abandonment this will
affect incoming traffic. (see attached site plan)

Describe how conditions affecting the property have changed since present zoning

designation: A portion of the property has been undeveloped, changing zoning designation will
allow the expansion of the museum/ Library plans (see attached site plan)

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)

RECEIVED
MAY 11 2022

BY: Paul Rodriguez

PACKET

27.14

August 23, 2022

Signature (by property owner only – authorized agent must sign affidavit below)

Applicant (signature):

Date:

Applicant (printed):

Property Owner (signature):

JP McDaniel - Ex Dir Haley Library

Date:

4-11-22

Property Owner (printed):

Lori Wesley - Ex Dir Museum of the Southwest 4-11-22

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

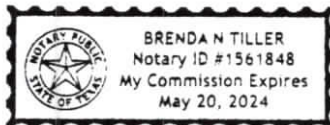
STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared JP McDaniel, Lori Wesley who, being by me duly sworn, upon oath says: That (s)he is authorized by Haley Library Museum of the Southwest, 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.

Brenda N. Tiller

Authorized Agent (signature)

Subscribed and sworn to before me, this 11 day of APRIL, 20 22, 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 #

Card

Received By:

Paul Rodriguez

Date:

5/11/22

RECEIVED
MAY 11 2022

BY:

Paul Rodriguez

PACKET

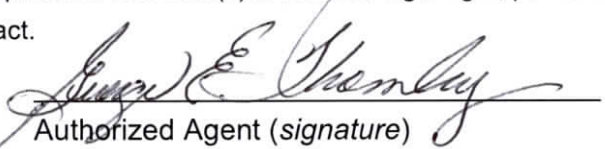
Application will not be considered for scheduling until reviewed by a planner.

Signature (by property owner only – authorized agent must sign affidavit below)	
Applicant (signature):	Date:
Applicant (printed):	
Property Owner (signature):	Date:
Property Owner (printed) : _____	
<i>The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office <u>only</u> when it has been submitted in <u>full compliance</u> with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.</i> <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.

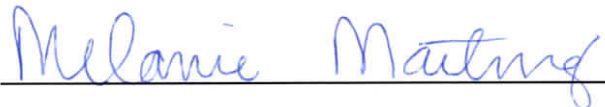
STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared George E. Thornley who, being by me duly sworn, upon oath says: That (s)he is authorized by Museum of the Southwest & Haley Memorial Library, 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)

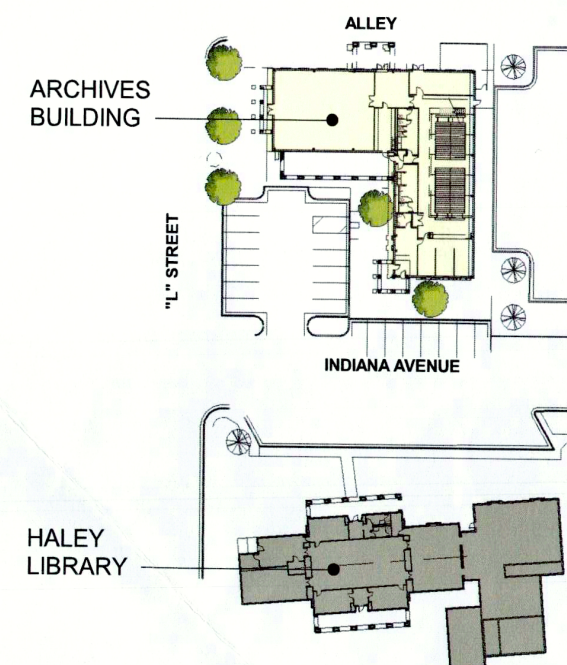
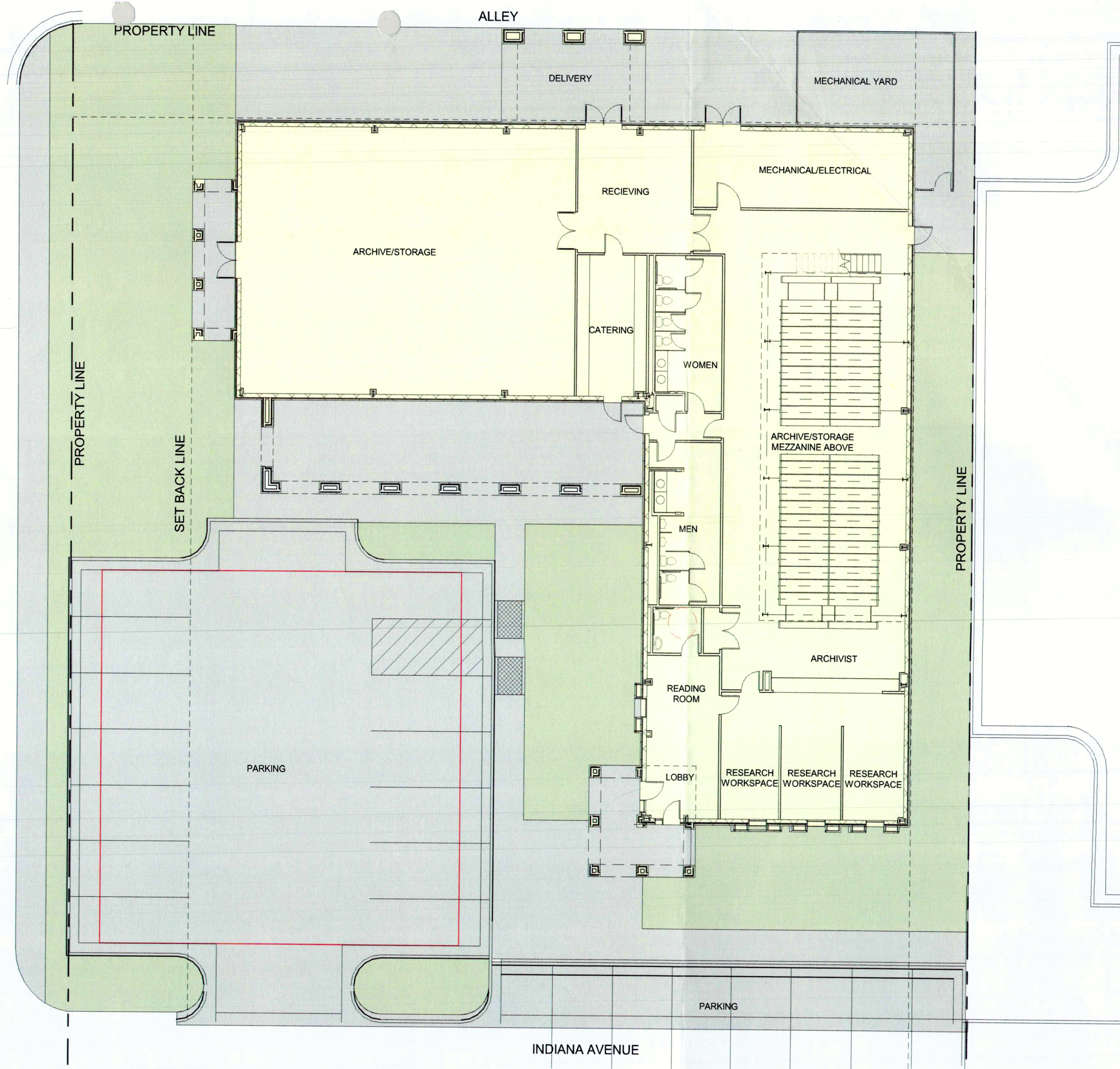
Subscribed and sworn to before me, this 11th day of April, 2022, to certify which witness my hand and seal of office.




 NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
☒ Property Owner Authorization ☐ Application Fee Check # <u>Card</u>	☒ Dimensioned Site Plan ☒ Plans in Digital Format (PDF/JPEG)
Received By:	Date:

PACKET 27 16 August 23, 2022
 Application will not be considered for scheduling until reviewed by a planner.

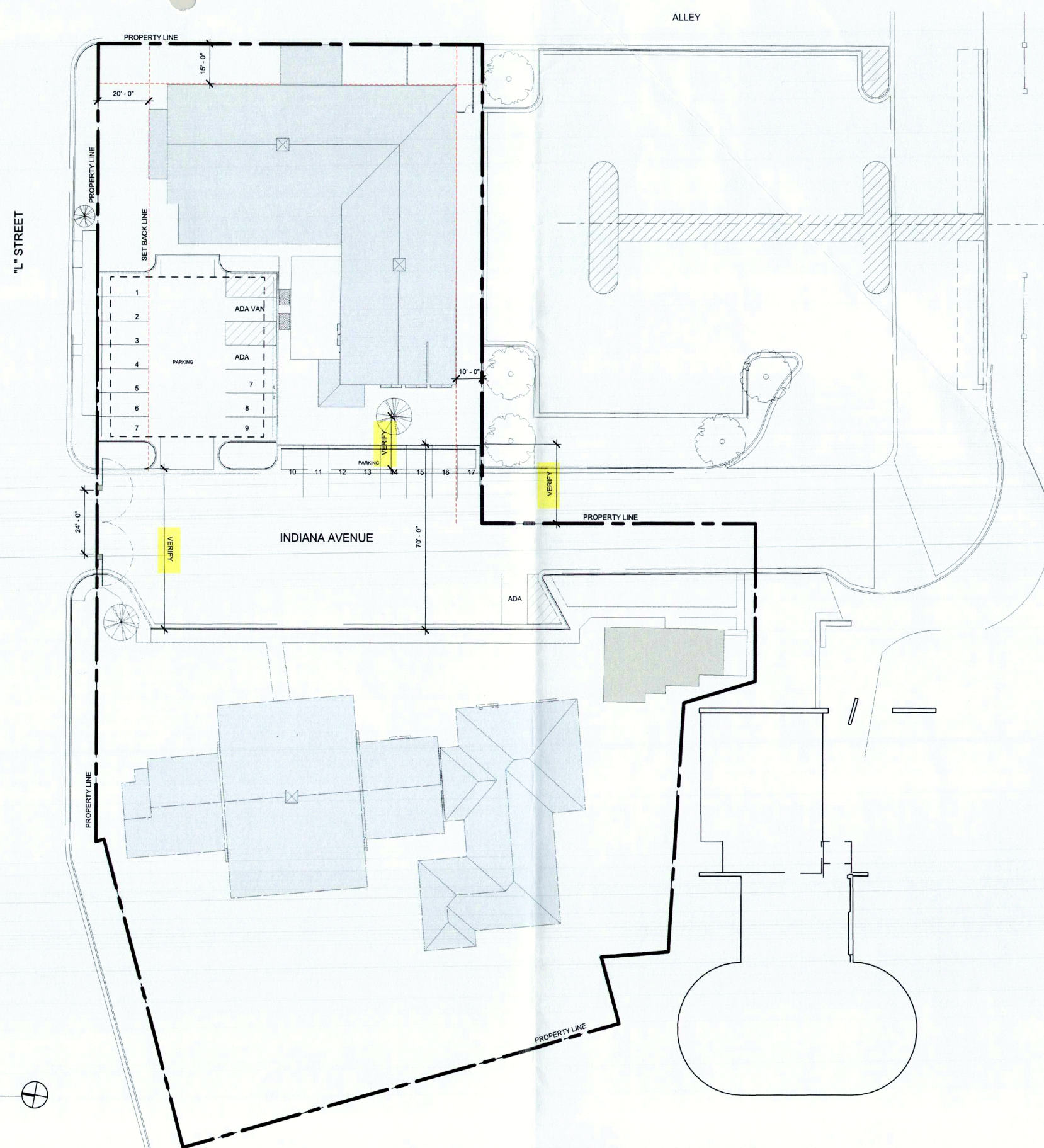


SITE PLAN

HALEY MEMORIAL LIBRARY AND HISTORY CENTER Archives Building

PLAN

1/16" = 1'-0"
02-15-2022



1 SP - SITE PLAN
1" = 20'-0"

Haley Library

Enter address here



1102 WEST TEXAS AVE.
MIDLAND, TEXAS 79701
PHONE 432.682.1252
FAX 432.682.1257

Date Description
ISSUE FOR INTERIM REVIEW

Seal / Signature

THESE DRAWINGS ARE FOR INTERIM REVIEW AND PRICING ONLY. THEY ARE NOT INTENDED FOR CONSTRUCTION. RWA

Project Name

Project Number

1914

Description

SITE PLAN

SD-100

© 2019 Rothenberry Wellen Architects



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
FOR THE RE-ZONING OF
ALL OF LOTS 7 THRU 9 BLOCK 93
A 0.263-ACRE PORTION OF BLOCK 96
N 40 FEET OF THE W 175 FEET OF BLOCK 104
THE ABANDONED PORTIONS OF BRUNSON STREET
A 14,408 SQUARE FOOT PORTION W. INDIANA AVENUE
A 2,650 SQUARE FOOT PORTION OF THE ABANDONED BRUNSON AVENUE
RECORDED IN VOLUME 2933 PAGE 275, MIDLAND COUNTY DEED RECORDS
ALL IN WEST END ADDITION, VOLUME 17 PAGES 614 & 615,
MIDLAND COUNTY DEED RECORDS
CITY OF MIDLAND & COUNTY OF MIDLAND, TEXAS**

ZONING FROM SF-1 TO PD

BEING ALL OF LOTS 7 THRU 9, BLOCK 93, ONE-HALF OF THE ABUTTING RIGHT-OF-WAY OF W. INDIANNA AVENUE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at (Y=10,692,906.02' & X=1,750,707.84') a ½' bent Iron Rod (Control Monument) found at the northwest corner of said Lot 7 on the south line of a 20-foot alley and the east right-of-way of S. L Street;

THENCE North 75°25'12" East with the north line of Lots 7 thru 9 of said Block 93 and the south line of said alley, a distance of 150.00 feet to the northeast corner of said Lot 9;

THENCE South 14°40'35" East with the east line of said Lot 9 and in the north half of said W. Indiana right-of-way, a distance of 180.25 feet to the southeast corner of this tract on the centerline of said W. Indiana Avenue;

THENCE South 75°19'25" West with the centerline of said W. Indiana Avenue, a distance of 150.19 feet to the southwest corner of this tract on the east right-of-way line of said S. L Street;

THENCE North 14°36'57" West with the east right-of-way line of said S. L Street, pass a 3/8" spike in a 2" Iron Pipe (Control Monument) found at the southwest corner of Lot 7 of Block 93 of said WEST END ADDITION at 40.5 feet, continuing with the west line of said Lot 7 and the east right-of-way line of said S. L Street, in all a total distance of 180.50 feet to the Point of the Beginning containing 0.63 surface acres.

ZONING FROM 2-F TO PD

BEING A 0.263-ACRE PORTION OF BLOCK 96, N 40 FEET OF THE W 175 FEET OF BLOCK 104, THE ABANDONED PORTIONS OF BRUNSON STREET, AN 8,350 SQUARE FOOT PORTION W. INDIANNA AVENUE, A 2,650 SQUARE FOOT PORTION OF THE ABANDONED BRUNSON AVENUE, RECORDED IN VOLUME 2933 PAGE 275, MIDLAND COUNTY DEED

RECORDS, ALL IN WEST END ADDITION, VOLUME 17 PAGES 614 & 615, MIDLAND COUNTY DEED RECORDS, CITY OF MIDLAND & COUNTY OF MIDLAND, TEXAS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at (Y= 10,692,731.36' & X= 1,750,753.39') a 3/8" spike in a 2" Iron Pipe (Control Monument) found on the east right-of-way of S. L Street, an 80-foot public right-of-way, and the northwest corner of Lot 7 of Block 93 of said WEST END ADDITION bears North 14°40'35" West, a distance of 40.5 feet;

THENCE North 75°19'25" East with the centerline of said W. Indiana Avenue, a distance of 360.19 feet to the northeast corner of this tract;

THENCE South 14°40'35" East, a distance of 39.77 feet to the northernmost southeast corner of this tract on the south right-of-way line of said W. Indiana Avenue;

THENCE South 75°22'02" West with the south right-of-way of said W. Indiana Avenue, and the north line of said Block 96 of said WEST END ADDITION, a distance of 67.88 feet to a 1/2" Iron Rod with cap marked "LCA ODESSA TX" set the northeast corner of that certain 2,650 square-foot tract as described in Volume 2933 Page 281 of the Deed Records of Midland County, Texas;

THENCE South 30°26'55" East with the east line of said 2,650 square-foot tract, a distance of 37.98 to a 1/2" Iron Rod with cap marked "LCA ODESSA TX" set on the centerline of the abandoned Brunson Avenue;

THENCE South 59°36'03" West with the centerline of said abandoned Brunson Avenue, a distance of 78.41 feet to the east line of that certain 2,650 square-foot tract as described in Volume 2933 Page 275 of said Deed Records of Midland County, Texas;

THENCE South 11°15'51" East, with an east line of said 2,650 square-foot tract, a distance of 63.65 feet to a 2" Aluminum Cap stamped "CITY OF MIDLAND" (Control Monument) found at the southeast corner of said 2,650 square-foot tract as described in Volume 2933 Page 275 of said Deed Records of Midland County, Texas;

THENCE South 71°12'01" West, with the south line of said 2,650 square-foot tract as described in Volume 2933 Page 275, a distance of 26.34 feet to a 1/2" Iron Rod with cap marked "LCA ODESSA TX" set on the east line of the N 70-feet of the W 175-feet of Block 104 of said WEST END ADDITION;

THENCE South 30°22'40" East with the east line of said N 70-feet of the W 175-feet of Block 104, a distance of 26.48 feet to a 1/2" Iron Rod with cap marked "LCA ODESSA TX" set for the southeast corner of said N 70-feet of the W 175-feet of Block 104;

THENCE South 59°42'01" West with the south line of said N 70-feet of the W 175-feet of Block 104, a distance of 175.00 feet to a 1/2" Iron Rod with cap marked "LCA ODESSA TX" set at the southwest corner of said N 70-feet of the W 175-feet of Block 104, on the east right-of-way line of S. L Street, a 60-foot public right-of-way;

THENCE North 30°22'21" West with the west line of said Block 104, the abandoned portion of Brunson Avenue, as described in Volume 68 Page 612 and Volume 578 Page 459 of said Midland County Deed Records and the east right-of-way of said S. L Street, pass a 1/2" iron rod in a 2" iron pipe (Control Monument) found at the northwest corner of Lot 6 of said Block 104 at a distance of

120.86 to a ½" iron rod with cap marked "LCA ODESSA TX" set at the northwest corner of said Brunson Avenue abandonment on the south line of said Block 96;

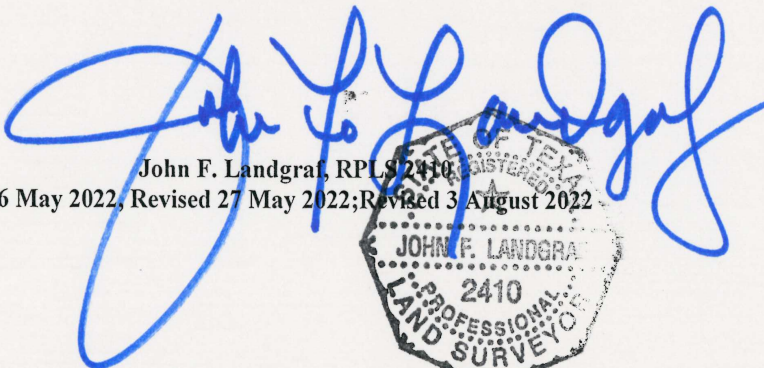
THENCE South 59°42'01" West with the south line of said Block 96, a distance of 3.28 feet to a ½" iron rod with cap marked "LCA ODESSA TX" set at the southwest corner of said Block 96 on the east right of way line of said S. L street;

THENCE North 14°36'57" West with the west line of said Block 96 and the east right-of-way of said S. L Street, a distance of 120.10 feet to the Point of the Beginning containing 1.24-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 "E89-6405" (Y=10,695,261.89' and X=1,754,276.95', Elevation = 2782.04 NAVD 29) with a theta angle of -00°54'55" with a combined grid factor of 0.999900197 as published in US Survey feet. Elevations are NAVD 29.

This document was prepared under 22 TAC 663.21 and is not to be used to convey or establish interest in real property except those rights and interest implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

LCA


John F. Landgraf, RPLS 2410
6 May 2022, Revised 27 May 2022; Revised 3 August 2022


ZONING EXHIBIT WEST END ADDITION

BEING ALL OF LOTS 7 THRU 9 BLOCK 93

A 0.263-ACRE PORTION OF BLOCK 96 N 40 FEET OF THE W 175 FEET OF BLOCK 104

THE ABANDONED PORTIONS OF BRUNSON STREET

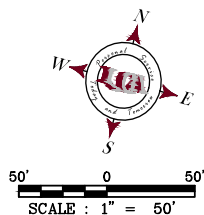
A 14,408 SQUARE FOOT PORTION W. INDIANA AVENUE

A 2,650 SQUARE FOOT PORTION OF THE ABANDONED BRUNSON AVENUE

RECORDED IN VOLUME 2933 PAGE 275

ALL IN WEST END ADDITION, VOLUME 17 PAGES 614 & 615

MIDLAND COUNTY DEED RECORDS CITY OF MIDLAND & COUNTY OF MIDLAND, TEXAS



VICINITY MAP

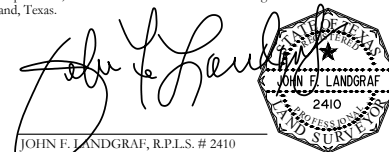
SCALE: N.T.S.

LEGEND

- FOUND 1/2" I.R. W/CAP
UNLESS OTHERWISE NOTED
- SET 1/2" I.R. W/CAP
UNLESS OTHERWISE NOTED
- M.C.P.R. MIDLAND COUNTY PLAT RECORDS
- SF-1 TO PD
- 2F TO PD

SURVEYOR'S CERTIFICATE KNOW ALL MEN BY THESE PRESENTS:

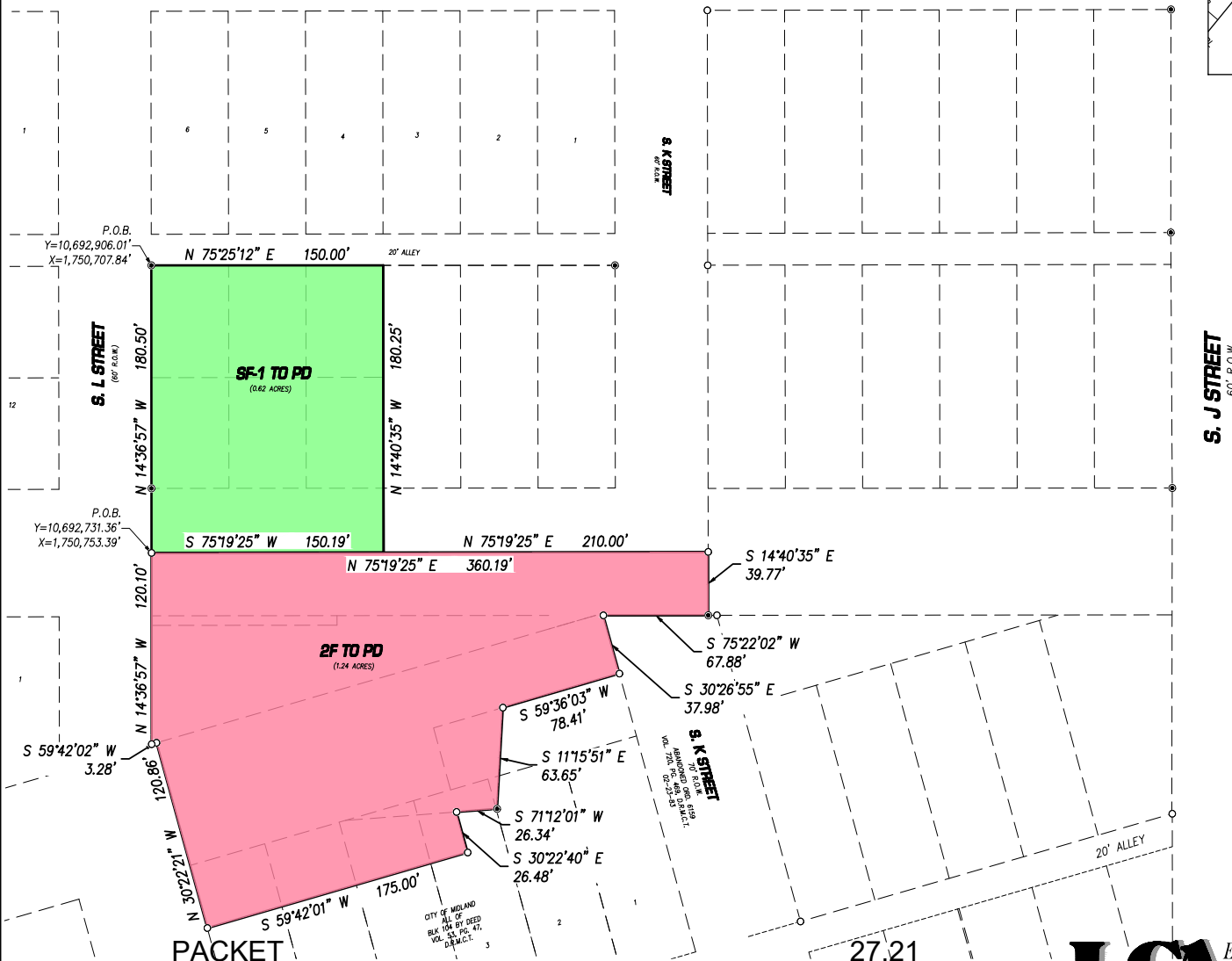
That I, John F. Landgraf, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this plat was prepared from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Midland, Texas.

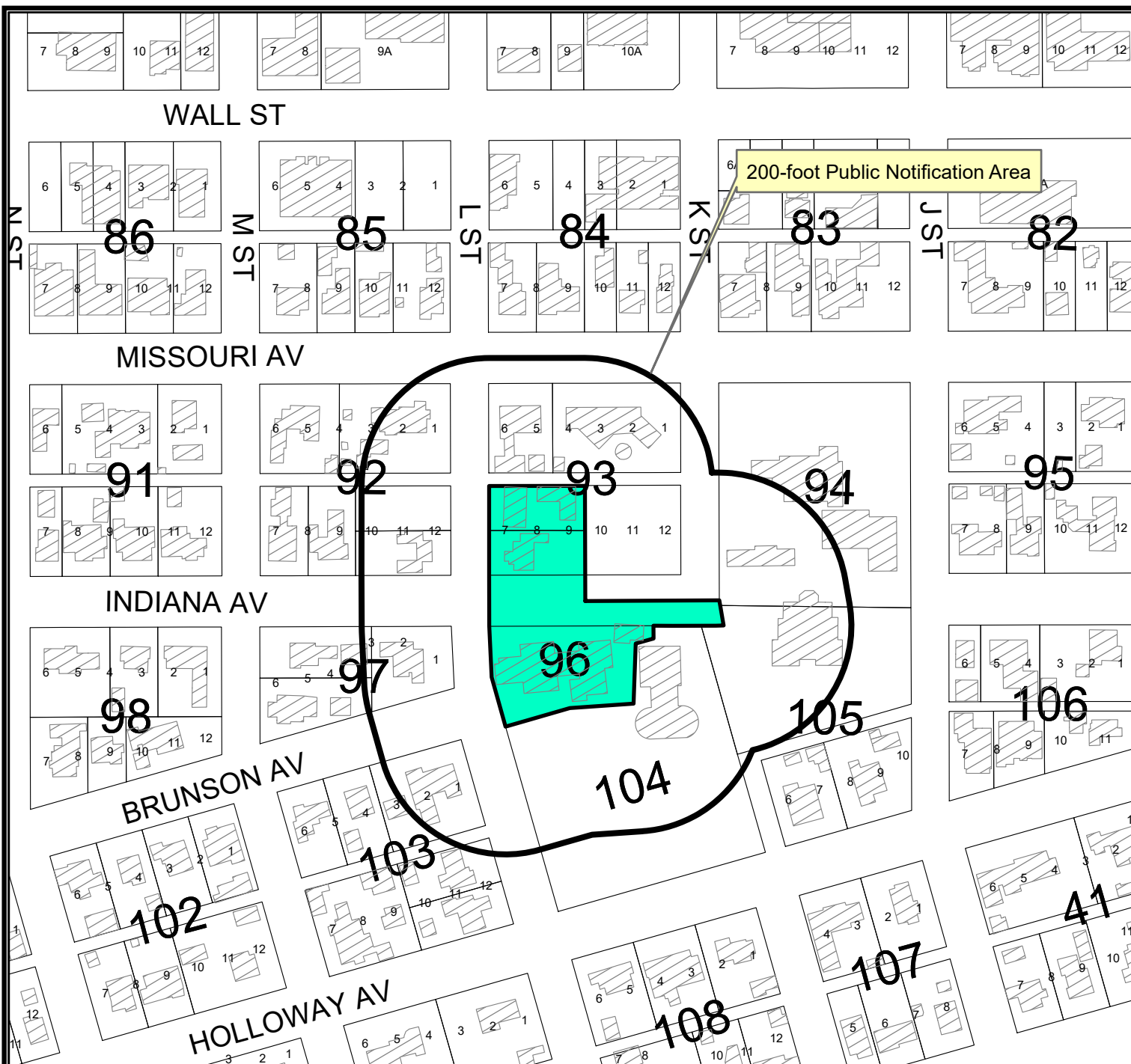


OWNER: NITA STEWART HALEY
1805 W. INDIANA AVE
MIDLAND, TX 79701

OWNER: MUSEUM OF THE SOUTHWEST
1705 W. MISSOURI AVE.
MIDLAND, TX 79701

ENGINEER: LANDGRAF, CRUTCHER & ASSOC. INC.
521 NORTH TEXAS
ODESSA, TEXAS 79761-5131
PHONE: (432) 332-5058





LOCATION MAP

Z-22-0295

Scale: 1" = 2,701'

Consider a request by LCA for a zone change from SF-1, Single-Family Dwelling District in part, and 2F, Two-Family Dwelling District in part to PD, Planned Development District for a Civic Center and Community Center on lots 7-9, Block 93, a 0.263-acre portion of Block 96, the North 40-Foot of the West 175-feet of Block 104, the abandoned portions of Brunson Street, a 14,408 square foot portion W. Indiana Street, a 2,650 square foot portion of the abandoned Brunson Avenue recorded in volume 2933, page 275, all in West End Addition, volume 17, pages 614 & 615, Midland County Deed Records City of Midland and County of Midland, Texas.

PACKET

Generally located on the east side of South "L" Street, approximately 270 feet south of W. Missouri Avenue. (Council District 3)

LEGEND

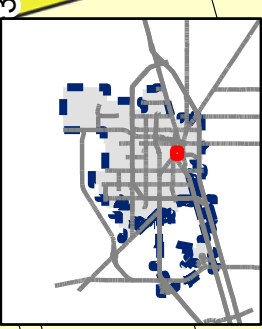
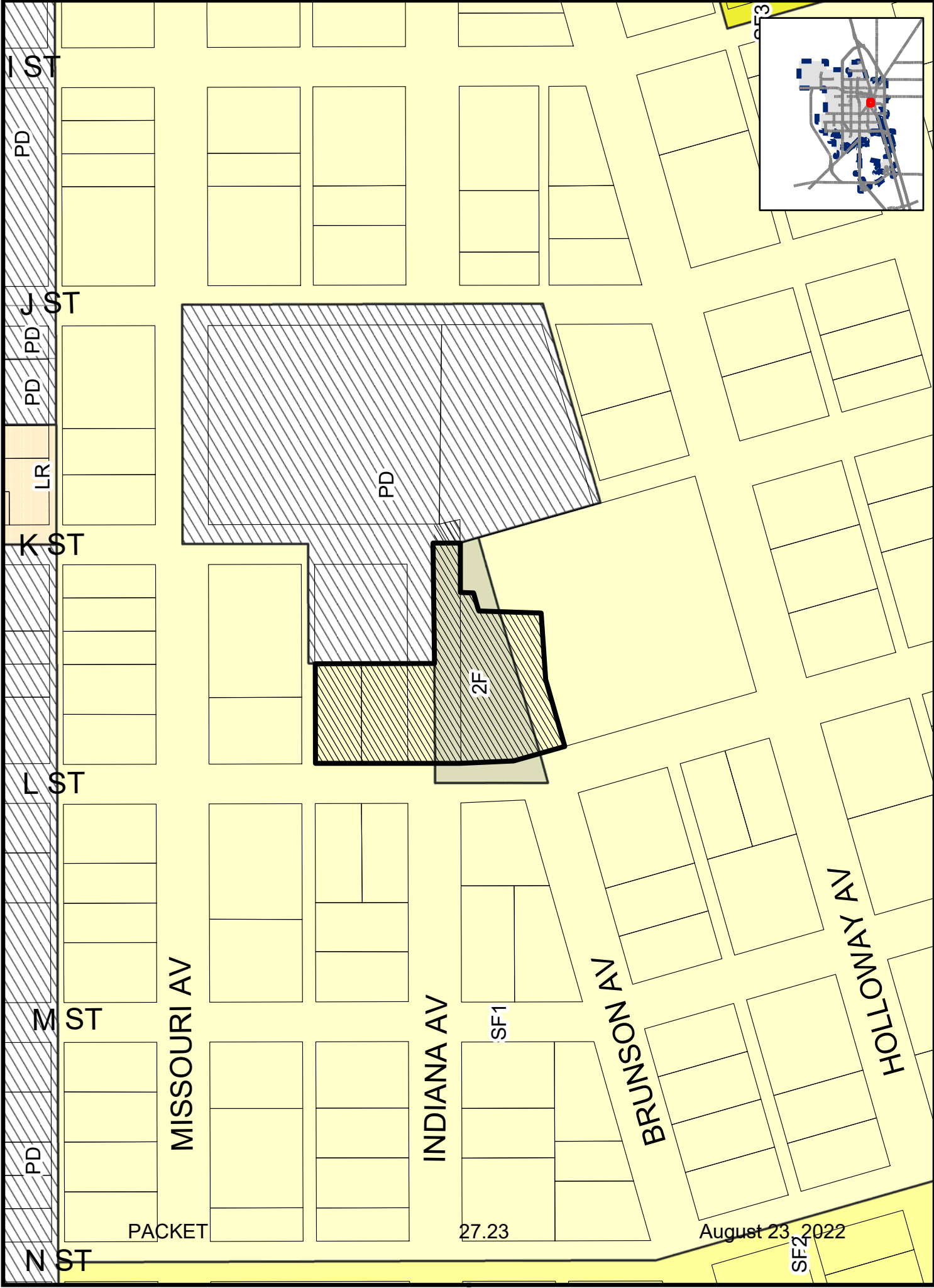
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



August 23, 2022

THE
AN

FOR
TA.



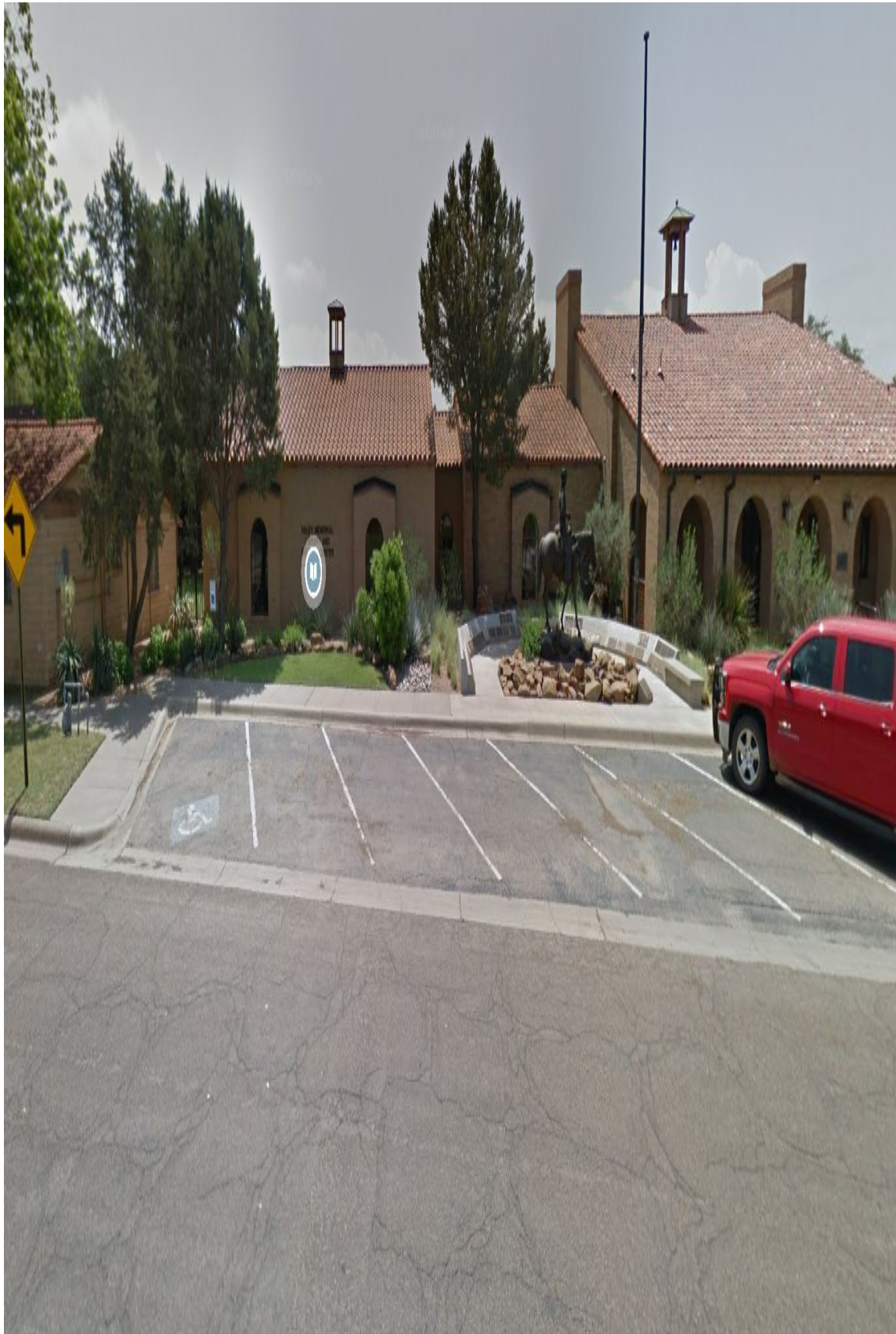


PACKET

27.24

August 23, 2022









City Council Meeting

Item Number: 28
Meeting Date: August 23, 2022
To: City Council / City Manager
From: Kelly Martinez, 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 36,700-SQUARE FOOT PORTION OF LOT 3A, BLOCK 1, NORTH PARK ADDITION, SECTION 5, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORTH MIDKIFF ROAD, APPROXIMATELY 340 FEET NORTH OF WEST LOOP 250 NORTH), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN AN INDOOR COMMERCIAL AMUSEMENT FACILITY FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Ginamarie Soto, is requesting a Specific Use Designation with Term, for the sale of all alcoholic beverages, for on-premises consumption, in an Amusement, Commercial (Indoor) known as Urban Air located at 4706 N. Midkiff Rd., Suite 1.

Current Zoning:

RR, Regional Retail District.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Surrounding Zoning and Land Use:

The properties to the north, south, east, and west are zoned RR, Regional Retail District, and the location of a Shopping Center, which consists of various retail stores.

Discussion:

The property is located at 4706 N. Midkiff Rd., Suite 1 and is currently zoned RR, Regional Retail District, which permits the sale of alcoholic beverages with the approval of a Specific Use Designation.

The applicant is proposing an indoor amusement park that will feature lots of attractions for all ages and offer a destination for kid's birthday parties and special events. The floor plan attached hereto as "Exhibit A" illustrates that the establishment has a total square footage of 36,700, with an alcohol serviceable area of 5,800 square feet. Urban air meets the parking requirement for this property. They are required to provide 92 parking spaces and they will have 274 parking spaces.

The proposed days and hours of operation are

Monday through Thursday from 11:00 a.m. to 8:00 p.m.

Friday and Saturday from 11:00 a.m. to 10:00 p.m.

Sunday from 12:00 p.m. (noon) to 8:00 p.m.

The applicant is requesting the following alcohol serviceable hours.

Monday through Sunday from 11:00 a.m. to 12:00 a.m. (midnight)

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public school, public school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property using the front door to door distance measurement.

This request has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Engineering: (Approved)

No objections.

Fire: (Approved)

No objections.

Transportation: (Approved)

No objections.

Code Administration: (Approved)

The SUD for Urban Air is acceptable. The property must adhere to the maximum occupant load of 386 for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning:

The request follows the *Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to* “Encourage the development of places where Midland residents can gather and socialize to build connections.” (Tall City Tomorrow page 137). Urban Air will be the ultimate indoor adventure park and a destination for family fun.

This request was recommended for approval at the August 1, 2022, Planning and Zoning Commission Meeting.

This request meets all requirements; therefore, staff recommends approval of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in an Amusement, Commercial (indoor) subject to conditions A through G.

Conditions:

- A. That the alcoholic serviceable area of the Amusement, Commercial (indoor) shall be limited to approximately 5,800 square feet as shown in Exhibit “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 Sunday from 11:00 a.m. to 12:00 a.m. (midnight)

- C. 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 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 establishment shall be in operation within 120 days from the final adoption date of this ordinance.

Letters of Objection:

As of August 18, 2022, staff has not received any letters of objections.

Attachments:

Floor Plan (Exhibit A)
Application
Maps



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 36,700-SQUARE FOOT PORTION OF LOT 3A, BLOCK 1, NORTH PARK ADDITION, SECTION 5, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORTH MIDKIFF ROAD, APPROXIMATELY 340 FEET NORTH OF WEST LOOP 250 NORTH), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN AN INDOOR COMMERCIAL AMUSEMENT FACILITY 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 36,700-square foot portion of Lot 3A, Block 1, North Park Addition, Section 5, City and County of Midland, Texas (the “Property”), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in an indoor commercial amusement facility that satisfies the definition of “Amusement, Commercial (indoors)” in Section 11-1-2.01.15 of the City Code

(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 5,800 square feet as shown in the “SEATING / PARTY ROOMS” portions of 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 Sunday 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., 2022; 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., 2022, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

PLAN NOTES

1. 250' MAX TRAVEL DISTANCE SHOWN AS DASHED LINE.
2. FIRE EXTINGUISHER (10-B-ABC TYPE), VERIFY FINAL LOCATION WITH FIRE MARSHALL.
3. FIRE EXTINGUISHER BRACKETS TO BE MOUNTED AT 36" A.F.F. TO BOTTOM OF FRAME UNLESS NOTED OTHERWISE.
4. WALL-MOUNTED FIRE EXTINGUISHERS TO BE MOUNTED AT 42" MAX TO EXTINGUISHER HANDLE UNLESS NOTED OTHERWISE.
5. FIRE EXTINGUISHER SIGNS ARE REQUIRED ABOVE ALL FIRE EXTINGUISHERS AND SHALL BE VISIBLE FROM ALL DIRECTIONS.
6. G.C. TO ENSURE A 10'X10' CLEAR PATH FROM LOADING DOCK TO LOCATION OF ATTRACTIONS DURING CONSTRUCTION FOR ATTRACTION DELIVERY.
7. EXIT SIGNS. VERIFY LOCATIONS WITH MEP PLANS.
8. EMERGENCY EGRESS FIXTURE. VERIFY EXACT LOCATIONS WITH MEP PLANS.
9. ALL FURNITURE & ATTRACTIONS TO BE PROVIDED BY TENANT.

TOTAL AREA = 36,700 SF



SEATING / PARTY ROOMS = 5,800 SF



CAFE / KITCHEN = 1,600 SF

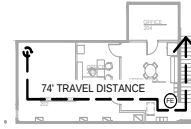


RESTROOMS = 600 SF

EXHIBIT "A"

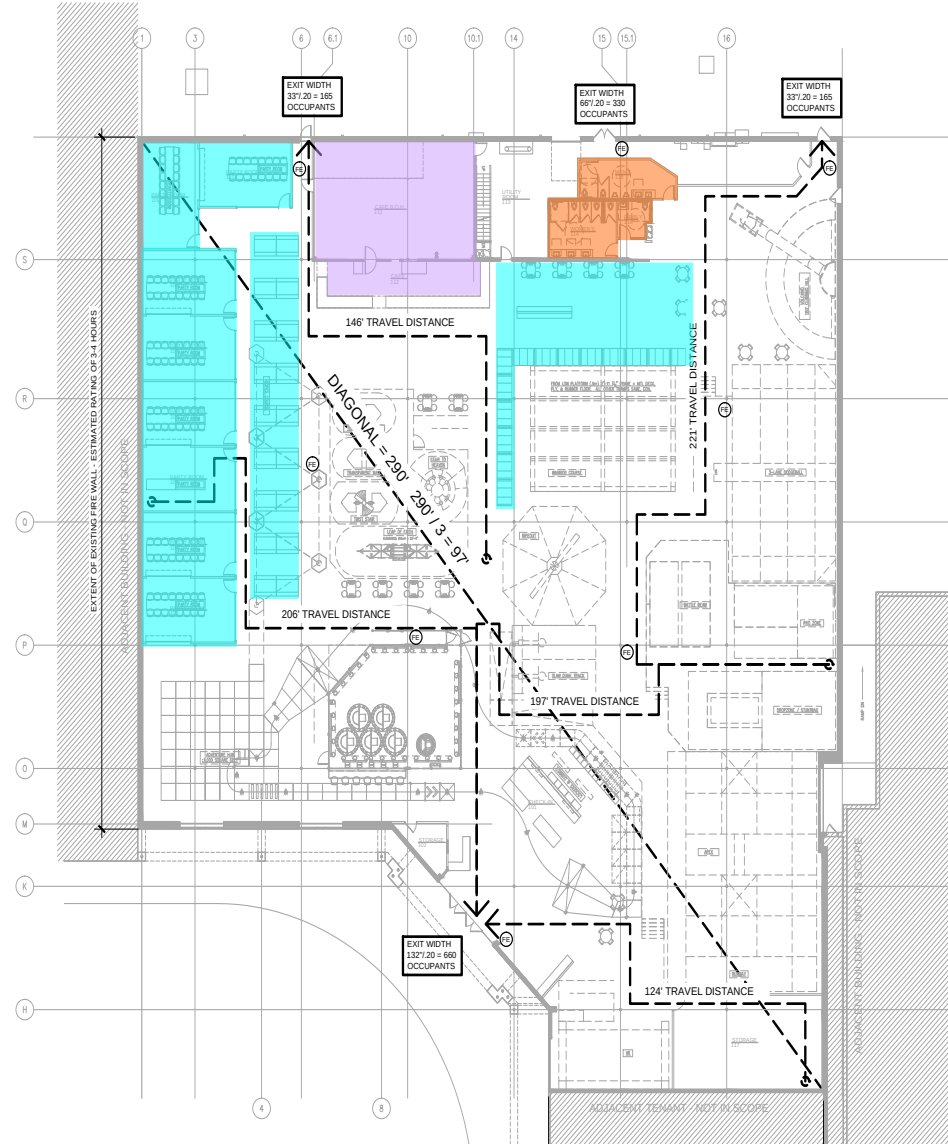
EGRESS WIDTH REQUIRED
10' X 3' X 3'
30" PROVIDED

30'-0" TRAVEL DISTANCE TO NEAREST EXIT FROM STAIRS FOR A TOTAL 104' TRAVEL DISTANCE (250' MAX)



02 LIFE SAFETY PLAN AT MEZZANINE

SCALE: 1/16" = 1'-0"



01 LIFE SAFETY PLAN

SCALE: 1/16" = 1'-0"

28.9

August 23, 2022



5050 QUORUM DR. STE 150
DALLAS, TEXAS 75254
TELEPHONE 214.814.1178

REVISIONS

Urban Air Adventure Park
TENANT IMPROVEMENTS
4706 N. MIDKIFF ROAD NO.1
MIDLAND, TX 79705



6/16/2022

LIFE SAFETY
PLAN -
FIXTURE PLAN

JOB: 14017-290
DATE: 6.16.22

SHEET:
G01-01

PACKET



**Specific Use Designation with
Term for the Sale of Alcoholic
Beverages for On-Premises
Consumption**

Project Number:

340-22-0135

Case Number:

Applicant (if acting as Agent, see affidavit on page 2)

Printed Name: Ginamarie Soto, LLC Midland Texas, LLC

Phone (432) 530-8491

Email ginamarie@urbanairmidland.com

Address 6004 Medina Dr.

City Midland

State TX

Zip 79707

Property Owner

Printed Name: KR Vineyard, Pilchers North Park Limited Partnership

Phone (214) 520-2800

Email ext.103
KR@pilchers.com

Address 7001 Preston Rd, Ste.200/LB 18

City Dallas

State TX

Zip 75205

Representative (if different from Applicant or Property Owner)

Firm: _____

Printed Name: _____

Phone () _____

Email _____

Address _____

City _____

State _____

Zip _____

Street Address: 4706 N. Midkiff Rd., Ste. 1; Midland, TX 79705

Business Name: Urban Air Midland Adventure Park

Legal Description

Lot: 1 Block: 2

Subdivision: North Park, Section 2

Current Zoning: The subject property, 4706 N Midkiff Road, is located within the City limits of Midland County, and is zoned RR, Regional Retail District with an underlying district of LR-2, Local Retail District. Ordinance No. 5559 regulates this property.

Reason for Request: Requesting sales of Beer/wine for the facility

Type of Business (restaurant, bar, lounge, nightclub, etc.): Indoor Amusement Park

Proposed/Current Days and Hours of Operation: Monday- Thursday 11:00am - 8:00pm; Friday 11:00am-10pm

Saturday 11:00am-10:00pm; Sunday 12:00pm-8:00pm

Proposed Days and Hours of Alcohol Service: Monday-Thursday 11:00am-8:00pm; Friday 11:00am-10:00pm

Saturday 11:00am-10:00pm; Sunday 12:00pm-8:00pm

Monday - Sunday 11:00am-12:00pm.

Total Square Footage of Business: 36,051

Square Footage of Alcohol Serviceable Area: 5800 s/f, party table in the party room, cafe

Restroom Fixtures:

Men

Toilets/Urinals: 3

1 5

Bathroom Sinks: 3

Women

Toilets: 5

Bathroom Sinks: 3

RECEIVED
JUN 28 2022

Paul Rodriguez
August 23, 2022

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
 - Seating
 - Exits
 - Restrooms
 - Kitchen (if applicable)
 - Total Square Footage
 - Serviceable Square Footage
- Dimensioned Site Plan showing:
 - Parking
 - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature): [Signature] Date: 6/25/22

Applicant (printed): Ginamarie Soto, owner of UA Midland Texas, LLC/Urban Air Midland

Property Owner (signature): [Signature] Date: 6/25/22

Property Owner (printed): KR Vineyard, Pilchers North Park Limited Partnership

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.

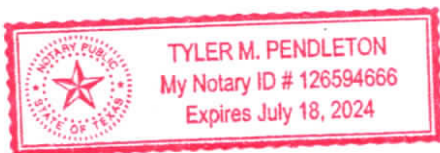
If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Ginamarie Soto who, being by me duly sworn, upon oath says: That (s)he is authorized by KR Vineyard, Pilchers North Park Limited Partnership, 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.

[Signature]
Authorized Agent (signature)

Subscribed and sworn to before me, this 27 day of June, 20 22, to certify which witness my hand and seal of office.



[Signature]
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

- | | |
|---|---|
| ☐ Property Owner Authorization | ☐ Dimensioned Floor Plan |
| ☐ Application Fee | ☐ Site Plan |
| Check # _____ | ☐ Plans in Digital Format (PDF/JPEG) |

Received By: _____

Date: _____

RECEIVED
JUN 28 2022

BY: *Paul Rodriguez*

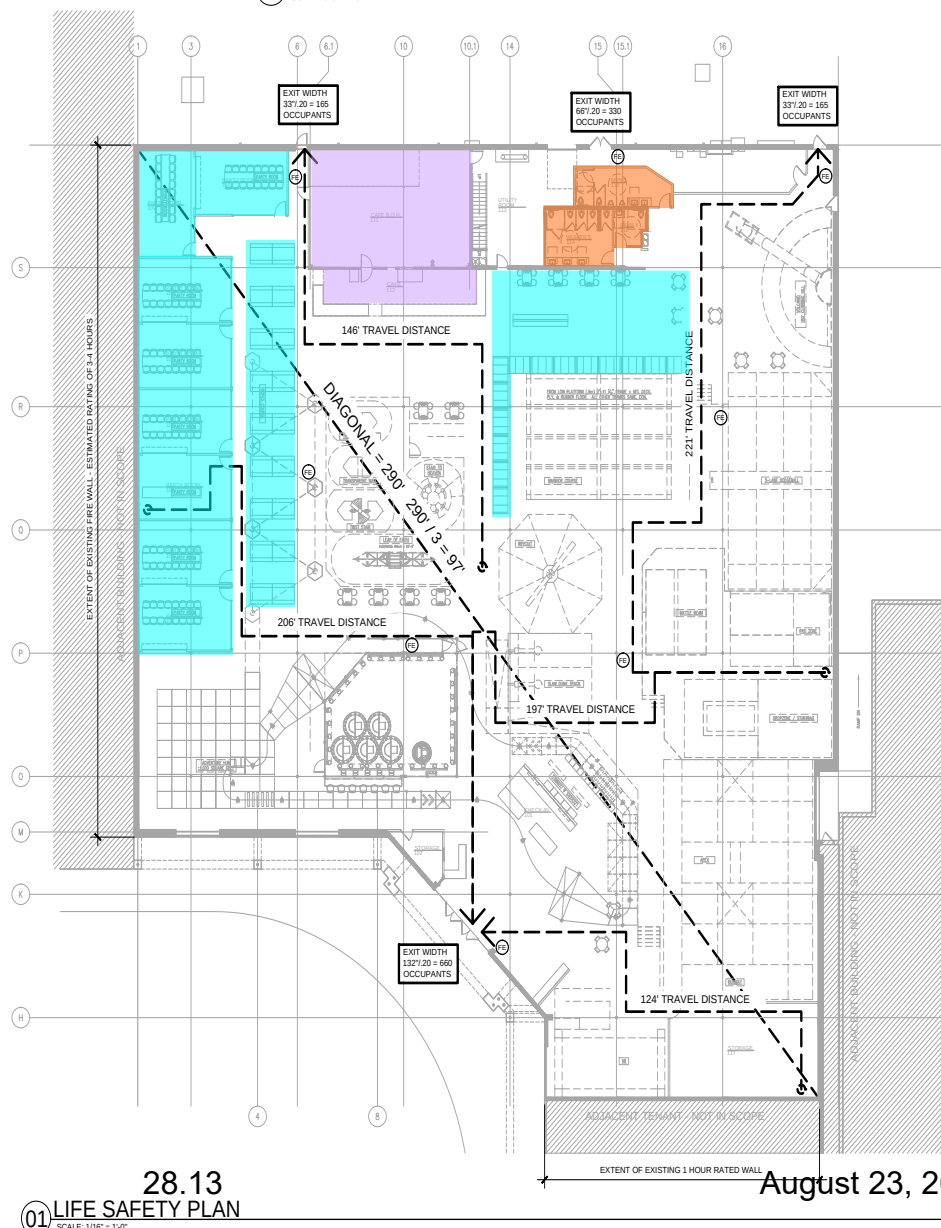
1. 250' MAX TRAVEL DISTANCE SHOWN AS DASHED LINE

2. FIRE EXTINGUISHER (10-lb ABC TYPE). VERIFY FINAL LOCATION WITH FIRE MARSHALL.
3. FIRE EXTINGUISHER BRACKETS TO BE MOUNTED AT 36" A.F.F. TO BOTTOM OF FRAME UNLESS NOTED OTHERWISE.
4. WALL-MOUNTED FIRE EXTINGUISHERS TO BE MOUNTED AT 42" MAX TO EXTINGUISHER HANDLE UNLESS NOTED OTHERWISE.
5. FIRE EXTINGUISHER SIGNS ARE REQUIRED ABOVE ALL FIRE EXTINGUISHERS AND SHALL BE VISIBLE FROM ALL DIRECTIONS.
6. G.C. TO ENSURE A 10X12 CLEAR PATH FROM LOADING DOCK TO LOCATION OF ATTRACTIONS DURING CONSTRUCTION FOR ATTRACTION DELIVERY.
7. EXIT SIGNS. VERIFY LOCATIONS WITH MEP PLANS.
8. EMERGENCY EGRESS FIXTURES. VERIFY EXACT LOCATIONS WITH MEP PLANS.
9. ALL FURNITURE & ATTRACTIONS TO BE PROVIDED BY TENANT.

SEATING / PARTY ROOMS = 5,800 SF

CAFE / KITCHEN = 1,600 SF

RESTROOMS = 600 SF



north

EGRESS WIDTH REQUIRED 10 x .3 = 3"	30'-0" TRAVEL DISTANCE TO NEAREST EXIT FROM STAIRS FOR A TOTAL 104' TRAVEL DISTANCE (250' MAX)
---	--

EGRESS WIDTH REQUIRED 10 x .3 = 3"	30'-0" TRAVEL DISTANCE TO NEAREST EXIT FROM STAIRS FOR A TOTAL 104' TRAVEL DISTANCE (250' MAX)
---	--



5050 QUORUM DR. STE 150
DALLAS, TEXAS 75254
TELEPHONE 214.814.1178

REVISIONS

Urban Air Adventure Park TENANT IMPROVEMENTS

4706 N. MIDKIFF ROAD NO.1
MIDLAND, TX 79705



6/16/2022

LIFE SAFETY
PLAN -
FIXTURE PLAN

JOB: 14017-290
DATE: 6.16.22

SHEET:

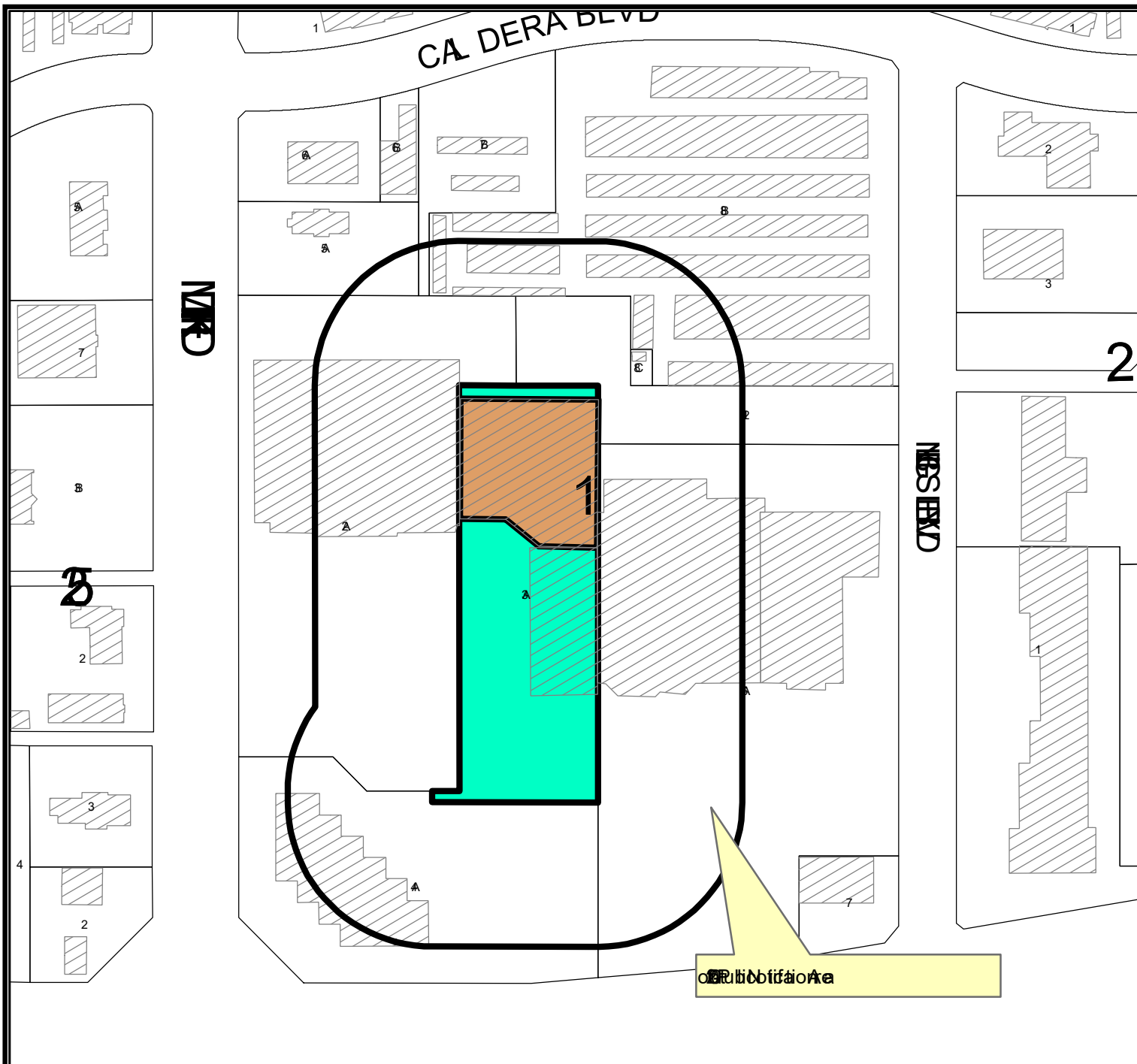
G01-01

PACKET

28.13

01 LIFE SAFETY PLAN

August 23, 2022



LOCATION MAP

SUD-22-0135

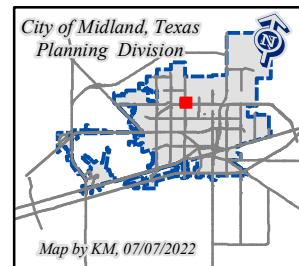
Scale: 1" = 200'

Consider a request by Ginamarie Soto, for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages, for on premises consumption in an Amusement, Commercial (indoor) on a 36,700 square foot portion of Lot 3A, Block 1, North Park, Section 5, City and County of Midland, Texas.

Generally located on the east side of North Midkiff Road, approximately 340 feet north of West Loop 250 North. 28.14
(Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR ENGINEERING DRAWING. NOR IS IT DESIGNED TO BE USED AS A PERMITTING TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

August 23, 2022

