

July 10th, 2020

To The Honorable Mayor and City Council:

I would like to note the following items as the more significant, which Council will consider at its upcoming meeting on Tuesday, July 14th, 2020

IV. CONSENT AGENDA

G. Council will consider the award for professional services to conduct a facility needs assessment as well as conceptual planning for City facilities. Staff is recommending award of this contract to Brinkley Sargent Wiginton Architects, Inc. for \$224,867. This assessment will include mechanical, electrical, plumbing and architectural audits of City Hall, Municipal Plaza, Police/Municipal Court, 42nd Street Complex, and Pool Road Complex. There will also be an architectural audits done at Central as well as Fire Stations 2-8.

V. OTHER COUNCIL ACTION

1. This item is for Council's approval for the award of bid for purchase of 19 mini power packs at McKinney Park. This award is only for the equipment purchase. This equipment provides the power to the lights at Starbright Village. Staff is recommending awarding this contract to CED Electrical Distribution in the amount of \$94,050.

5. Council will conduct a public hearing to hear the requests of local agencies and consider the allocation of CDBG Coronavirus funds. The City has received \$514,553 in funds to allocate out to agencies for food assistance, rent/mortgage and utilities assistance, homeless assistance as well as mental health counseling. These agencies will be available to answer any questions Council may have regarding their requests of these funds.

6. This item will consider a professional services agreement with the Texas Coalition for Affordable Power (TCAP) for participation in the Strategic Hedging Program (SHP). The City of Odessa has been a TCAP member since 2002. The SHP, which is a new cost saving program, will purchase energy two years in advance of delivery to secure competitive pricing.

Sincerely,

Michael Marrero
City Manager

David R. Turner
Mayor

Michael Marrero
City Manager



CITY COUNCIL
Michael Shelton, District 1
Dewey Bryant, District 2
Detra White, District 3
Tom Sprawls, District 4
Mari Willis, District 5
Peggy Dean, At-Large

City Council Meeting Agenda

July 14, 2020
6:00 p.m.

- I. INVOCATION Mayor Turner
- II. PLEDGE AND TEXAS PLEDGE Council member Sprawls
Honor the Texas Flag; I pledge allegiance to thee,
Texas, one state under God, one and indivisible.
- III. PROCLAMATIONS, AWARDS AND PRESENTATIONS. Mayor Turner

Any member of the public may address the City Council regarding any of its agenda items before or during the consideration of the item.

IV. CONSENT AGENDA

These items are considered to be routine or have been previously discussed, and can be approved in one motion, unless a Council Member asks for separate consideration of an item.

- A. Consider approval of City Council minutes, June 23, 2020. Norma A. Grimaldo
- B. Consider approval of City Council minutes June 29, 2020. Norma A. Grimaldo
- C. Consider approval of City Council Work Session minutes, July 7, 2020. Norma A. Grimaldo
- D. Consider approval of the request by Investment Corporation of America, owners, to rezone Windsor Height Addition, 6th Filing, Block 55, Drill Site No. 7 (5.27 acres), from Single Family-Two-Drill Reservation (SF-2-DR) to Office District (O) approximately 5.27 ac., Odessa, Ector County, Texas (southeast of the intersection of E. 37th St. and Englewood Ln.)
(Ordinance - Second and Final Approval) Randy Brinlee
- E. Consider amending Chapter 14 of the City Code of Ordinances, Section 14-11-1: Fences and Screening.
(Ordinance - Second and Final Approval) Randy Brinlee
- F. Consider an ordinance to install traffic signals.
(Ordinance - Second and Final Approval) Hal Feldman

- G. Consider the award for Professional Services to conduct the City of Odessa Facility Needs Assessment and Conceptual Planning for \$224,867. Scott Anderson
- H. Consider approval of annual renewal contract with Fox Scientific for the purchase of lab supplies. JoAnn Samaniego

V. OTHER COUNCIL ACTION

1. Consider a bid award to CED / Energy Electrical Distribution for \$94,050.00 for the purchase of 19 mini power packs for Mckinney Park. Steve Patton

PUBLIC HEARING

2. Open a public hearing to consider approval of the request by Stacey James and Donna Bell, owners, to rezone from Single Family-Two District (SF-2) to Neighborhood Services District (NS) on approx. 0.48 acre, Lots 18 and 19, Block 106, Crescent Park, Odessa, Ector County, Texas (southeast of the intersection of N. Grandview Ave. and Oakwood Dr.) (Ordinance - First Approval) Randy Brinlee
3. Open a public hearing to consider approval of the request of James R. Hurt, etal., owners, City of Odessa/Kirk Strahan, agents, to rezone from Single Family-Three District-Drill Reservation (SF-3-DR) to Single Family-Three District (SF-3), south 3.67 acre of Lot 2, Block 1, Ratliff Ranch 38-1 (southeast of the intersection of E. 87th St. & Dawn Ave.) (Ordinance - First Approval) Randy Brinlee
4. Open a public hearing to consider approval of the request by PPR Properties LLC, owner, for original zoning of Light Commercial (LC) on 13.36 ac. tract located in Section 39, Block 42, T-2-S, T&P Ry. Co. Survey, Ector County, Texas (west of the intersection of S. Hwy. 385 and Mercer Rd.) (Ordinance - First Approval) Randy Brinlee
5. Conduct a public hearing and consider the allocation of \$514,553 in Community Development Block Grant Coronavirus funds (CDBG-CV). (Resolution) Merita Sandoval

RESOLUTION

6. Consider the approval of a professional services agreement with the Texas Coalition for Affordable Power (TCAP) for participation in a Strategic Hedging Program (SHP) for the procurement of wholesale energy. Michael Marrero

MISCELLANEOUS

7. Appointment of Boards.

Council

BOARD NAME	APPOINTED	APPOINTED BY	EXPIRATION DATE
7a. ANIMAL SHELTER ADVISORY COMMITTEE			
Detra White	1-19	Council	03-31-2019
Tom Sprawls	1-19	Council	
Henry Lide	3-14	Council	03-31-2020
Deidre Kimbrough	4-15	Council	03-31-2019
Kathleen Rector	5-16	Council	03-31-2020
Susan Clark	3-14	Council	03-31-2020
Connie Coots	3-14	Council	03-31-2019
Lisa Frost	4-18	Council	03-31-2020
Joyce Trower	3-14	Council	03-31-2019
7b. CITIZENS GOLF ADVISORY COMMITTEE			
Vacant		Mayor	11-30-2020
7c. HISTORIC PRESERVATION COMMISSION			
Citizen		Council	04-30-2021
7d. TRAFFIC ADVISORY COMMITTEE			
Detra White		District 3	11-30-2020
7e. ZONING BOARD OF ADJUSTMENT			
Vacant		District 3	11-30-2020
7f. MIDLAND ODESSA URBAN TRANSIT DISTRICT			
Thomas Blackstone	6-04 & 2-19	Council	02-28-2020
7g. PERMIACARE MH/MR BOARD OF TRUSTEES			
John Landgraf	10-09	Council	06-30-2020
7h. PLANNING AND ZONING COMMISSION			
Vacant		District 4	11-30-2022

8. Citizen comments on non-agenda items.

9. Adjourn.

COURTESY RULES

Thank you for your presence. The City Council appreciates your interest in Odessa City Government.

PLEASE SILENCE OR TURN OFF ALL MOBILE DEVICES.

If you wish to address the Council, obtain a speaker card just inside the Council Chambers, complete the information requested on the card, and deliver to the City Secretary before the meeting or as soon as you can. Speakers will be heard as the individual item(s) in which they have registered an interest come before the Council.

Your remarks will be limited in duration depending on the number of people wanting to speak on a particular item. PLEASE GIVE YOUR NAME AND ADDRESS FOR THE RECORD.

Delay or interruption of the proceedings will not be tolerated.

ASSISTANCE

Please call (432) 335-3276 if you need assistance with interpretation or translation for this meeting.

Si usted necesita ayuda con la interpretación o traducción de cualquier material en este sitio o en una reunión pública de la Ciudad de Odessa por favor llame al (432) 335-3276.

AMERICANS WITH DISABILITIES ACT NOTICE

The City of Odessa wants to ensure that City Council Meetings are accessible to persons with disabilities. If any individual needs special assistance or accommodations in order to attend a City Council meeting, please contact the City Secretary's Office at (432) 335-3276, in advance so accommodations can be made.

**CITY OF ODESSA
CITY COUNCIL AGENDA ITEM**

Meeting Date:	07/14/2020	Item Type:
Contact:	Norma Aguilar-Grimaldo	Regular
Department:	City Secretary	
Finance Committee Review? No		
CAPTION		
Proclamations, Presentations and Awards.		
SUMMARY OF ITEM		
FISCAL IMPACT? No		
Comments:		
Supporting Documents:	Other Departments, Boards, Commissions or Agencies:	

**CITY OF ODESSA
CITY COUNCIL AGENDA ITEM**

Meeting Date:	07/14/2020	Item Type:
Contact:	Norma Aguilar-Grimaldo	Consent
Department:	City Secretary	
Finance Committee Review? No		
CAPTION		
Consider approval of City Council minutes.		
SUMMARY OF ITEM		
City Council minutes June 23, 2020.		
FISCAL IMPACT? No		
Comments:		
Supporting Documents:		Other Departments, Boards, Commissions or Agencies:
 6-23-20.doc		



**CITY COUNCIL MINUTES
CITY OF ODESSA, TEXAS**

June 23, 2020

On June 23, 2020, a regular meeting of the Odessa City Council was held at 6:00 p.m., Odessa Marriott Hotel and Convention Center, Devonian III and IV, 305 E. 5th St., Odessa, Texas.

City Council present: Mayor David R. Turner; Council members: Michael Shelton, District One; Dewey Bryant, District Two; Detra White, District Three; Tom Sprawls, District Four; Mari Willis, District Five; and Peggy Dean, At-Large.

Others present: Michael Marrero, City Manager; Norma Aguilar-Grimaldo, City Secretary; Natasha Brooks, City Attorney; Phillip Urrutia, Assistant City Manager; Cindy Muncy, Assistant City Manager; and other members of City staff.

A quorum being present, Mayor Turner called the meeting to order and the following proceedings were held:

The invocation was given by Mayor Turner and followed by the Pledge of Allegiance and Texas flags.

CONSENT AGENDA ITEMS

- A. City Council minutes, June 9, 2020;
- B. City Council minutes, June 9, 2020;
- C. City Council minutes June 12, 2020;
- D. City Council work session minutes, June 12, 2020;
- E. **Ordinance No. 2020-19 – Install and remove traffic signals;**
- F. **Resolution No. 2020R-41 - EA Engineering, Science, and Technology Inc., PBC, (EA) Improvements Agreement for the Environmental Protection Agency for the Odessa Chromium No. 1 Superfund Area and approving the Utility Services Agreement for the Superfund Impacted service area;**
- G. Annual renewal of Motorola/Premier One software for \$307,308.

Motion was made by Council member Shelton and seconded by Council member White to approve consent agenda items. The motion was approved by the following vote:

Aye: Turner, Shelton, Bryant, White, Sprawls, Willis, and Dean

Nay: None

OTHER COUNCIL ACTION

Bid award for the 2019 CIP water and sewer line replacements. Yervand Hmayakyan, City Engineer, stated that three bids were received. He recommended the bid be awarded to TEC Excavation for \$1,134,289, which was below estimate. Approximately 11,500 linear feet would be replaced for water and sewer lines.

Motion was made by Council member White and seconded by Council member Willis to approve the bid award as recommended. The motion was approved by the following vote:

Aye: Turner, Shelton, Bryant, White, Sprawls, Willis, and Dean

Nay: None

Review and accept the 2019 Comprehensive Annual Financial Report (CAFR). Mrs. Muncy stated that the CAFR was reviewed with Council.

Motion was made by Council member Sprawls and seconded by Council member Dean to approve the CAFR. The motion was approved by the following vote:

Aye: Turner, Shelton, Bryant, White, Sprawls, Willis, and Dean

Nay: None

Community-wide program for COVID-19 testing. Mr. Urrutia stated that a COVID-19 Task Force reviewed possible projects and expenditures of CARES funding for COVID-19 expenses. The task force received a presentation from Dr. Ruiz, Dr. Gonzales and members of Odessa Fire who have served as the administration of the mobile testing for COVID-19 in our community. It was recommended taking the testing to community locations. The team recommended 16 testing locations with eight locations in the summer and eight in the fall. Expenses will result from support staff working under Dr. Ruiz and Dr. Gonzales. Additional costs would be lab fees, city staff time, supply expenses and education tools for the community. The first eight testing locations were Salinas Park, Woodson Park, Sherwood Park, Central Park, Slator Park, UTPB Park, Lawndale Park, and Floyd Gwin Park. Testing of 200 individuals per location, or 3,200 in total was anticipated. The cost to administer this program was \$718,488. The testing would be free to people. Council member Willis appreciated the locations throughout the community especially with the Latinos and African Americans being hit hard by the virus. Council member Dean stated it would be very effective to the community and citizens. Mr. Urrutia reported that there was an Ector County request of \$40,000 for assistance. It died for a lack of a second motion. The testing would be available to Ector County residents. Mr. Urrutia stated that the community wide education would be done with flyers and social media for people to be aware of the testing opportunity. Council member Willis applauded for moving forward and serving all citizens. There would be an outreach support to the citizens if they tested positive. Council Bryant commended the team for the program and involvement to combat this virus.

Motion was made by Council member Bryant and seconded by Council member Dean

to approve the a community-wide program for COVID-19 testing. The motion was approved by the following vote:

Aye: Turner, Shelton, Bryant, White, Sprawls, Willis, and Dean
Nay: None

PUBLIC HEARING

Open a public hearing to consider approval of the request by Investment Corporation of America, owners, to rezone Windsor Height Addition, 6th Filing, Block 55, Drill Site No. 7 (5.27 acres), from Single Family-Two-Drill Reservation (SF-2-DR) to Office District (O) approximately 5.27 ac., Odessa, Ector County, Texas (southeast of the intersection of E. 37th St. and Englewood Ln.). Randy Brinlee, Director of Development Services, stated that there was a concern on property value but with the change in zoning, it would increase the property value. He reviewed the location, which was vacant. The zoning change would facilitate an office facility for a medical office. The Planning and Zoning Commission recommended approval. No one came forward and the public hearing was closed.

Motion was made by Council member White and seconded by Council member Willis to approve the ordinance on first approval. The motion was approved by the following vote:

Aye: Turner, Shelton, Bryant, White, Sprawls, Willis, and Dean
Nay: None

Open a public hearing to consider amending Chapter 14 of the City Code of Ordinances, Section 14-11-1: Fences and Screening. Mr. Brinlee stated that the amendment to the fences would address materials for fencing. The materials would be industry and standardized materials. No one came forward and the public hearing was closed.

Motion was made by Council member White and seconded by Council member Sprawls to approve the ordinance on first approval. The motion was approved by the following vote:

Aye: Turner, Shelton, Bryant, White, Sprawls, Willis, and Dean
Nay: None

ORDINANCE

Install traffic signals. Hal Feldman, Traffic Engineer, stated that two locations of traffic signals would be included in the Code of Ordinances.

Motion was made by Council member Sprawls and seconded by Council member Dean to approve the ordinance on first approval. The motion was approved by the following vote:

Aye: Turner, Shelton, Bryant, White, Sprawls, Willis, and Dean
Nay: None

Citizen's comments on non-agenda items. Mark Trotter asked if the City had any meetings to assist small businesses with property tax due to COVID-19. Mayor Turner would talk to Mr. Trotter.

RESOLUTION

Resolution No. 2020R-42 – Outside Agency requests for funding from Hotel Motel Tax for FY 2020-21. Mrs. Muncy stated the allocations was for the Hotel Motel Tax Funds and General Funds.

Haley Howey, Children's Miracle Network, was grateful for the past funding that helped Medical Center Hospital. She requested equipment that would help families with children that were ill. The Davis Family experienced help from the Children's Miracle Network and was thankful for the support as it took care of families.

Susan Rogers, Crime Stoppers, reported that the Crime Stoppers Conference was an amazing success and thanked the Council for the funding. The calls have not been affected with COVID-19.

Chris Barnhill, PermiCare, reported that the agency assisted clients with mental health issues to adapt to daily life. Programs were offered to clients such as rehab, employment skills and other services.

Rebecca Grisham, Teen Court, reported that Teen Court was established in 1983 and had an agreement with the City, County and ECISD. Teen Court served kids on Class C tickets including speeding, alcohol and fighting. There were over 10,000 hours of community service with nonprofits. The City and school provided funding. Odessa Teen Court was the oldest model in the nation.

Diana Ruiz, UTPB First 5 Permian Basin, stated that the First 5 program served 300 plus families with children under five years of age. The mission was to enhance parent skills and support children. The funds was for Kinder Camp giving 100 children a book. The visits were virtual.

Erika Thomas, Young Professionals of Odessa, stated that the organization contributed to improve the quality of life. It provided community involvement, leadership education and investment of the future. She thanked the Council for past funding. Council member Willis wanted to see the growth of the organization with more membership diversity and the opportunity of all to grow.

JoAnn Davenport-Littleton, Black Cultural Council, thanked Council for its past support. The funds would be used in many events including Black History program, Martin Luther King Celebration and Juneteenth. The Black Cultural Council worked with the Odesa Arts in collaborating on public art. New events were added for next year. Council member Shelton commended the work in the community.

Gena Linebarger, Commemorative Air Force AIRSHO Director, stated that the airsho had 13,000 attendees from 18 states, 75 cities and 3 foreign countries. The 2020 airsho was cancelled due to COVID-19. The profit from the airsho remains in the community and funds other events. The events were all volunteers. Last year, the City of Midland funded the same amount as Odessa.

Steve Patton, Director of Parks and Recreation stated that the decorations would be in front of the Conference Center during the holiday period. The banners would complement the holiday events.

Lawanna Lambert, Downtown Odessa Director, thanked the Council for their past support. She stated that new events were added and highlighted some of the events. There were events that were cancelled due to COVID-19. She thanked the Downtown Odessa board, as they were supportive, creative and active.

Richard Esparza, Fiesta West Texas, stated that Fiesta West Texas has grown since 1996. Last year, there were between 30,000 to 40,000 people that attended. The event was a three-day event. This year, the event was cancelled due to COVID-19. He appreciated the Council's support.

Donnie Margettie, Jr. Jacks Youth Hockey, stated that there were 200 participants in the youth hockey and eight travel teams. Last year, there were three tournaments. The funds helped to pay for ice time. The youth learn how to play hockey in the program from September to March. The hockey was marketing through social media, ads and flyers at the mall. The cost was \$400 per child with opportunity of scholarships.

Becca Myers, Junior League of Odessa, reported that the Junior League has developed over 71 years of local programs. Merry Market was in its 38th year, a signature fundraiser. The funds received were distributed in the community.

Randy Ham, Odessa Arts, provided results from the Odessa Arts study that had a strong economic impact on the community. There was over \$6 million given back to the Odessa economy. The data reflected that the arts help generate dollars into our community. Some of the organizations will adjust its schedule due to cancelled events from COVID-19. Hot Summer Nights would hold the deposits for next year's concert series.

Monica Tschauner, Discover Odessa, stated that it decreased its budget due to COVID-19. The staff would be assisting groups at events. The sales team was working on future proposals. The goal was to provide visitors a good experience of Odessa. Council members White and Sprawls commended Discover Odessa on forward thinking with the budget. The Sports Enhancement Program assisted in recruiting sports events to Odessa. Community members oversaw the process. She reported that half of the applicants were new requests. She would work on marketing the program.

Rick Matchett, Odessa Jackalopes, thanked the Chamber for the fantastic job and the Council for the past funding. The 10th season was moving forward with expectations of 1,100 room

nights and 50,000 attendees for the season. Visitors would utilize the hotels. The Jackalopes promoted Odessa.

Erika Thomas, Odessa Links, stated that the conference would provide educational training to nonprofit organizations. There was a variety of topics and thanked the Council for past support. This year's conference was changed to a digital conference.

Mr. Patton stated that the Fall Festival was cancelled for this year. Starbright Village, this year, would be a drive through only with no walking tour. There would be full advertising and creative planning for the community Christmas tree lighting. Council member Willis stated that the two events were long standing, amazing, and enjoyed by all. Mr. Patton reported that the funds for the Ratliff Ranch Golf Links were expended. The advertising was curtailed due to limited amount of players on the golf course due to COVID-19.

Chris Yount, Permian Basin Fair President, thanked the Council for past funding. The members pay dues and scholarships were awarded. The marketing would reach out a number of communities. The fair will be held in a safe manner.

Gary McCain, Sandhills Stock Show and Rodeo, stated that the organization was 87 years old. The rodeo promoted youth and it competed across the state. The rodeo was in the top 50 nationwide. There were many heads in beds during the 14-day rodeo.

Nick Hernandez, Texas Tours Entertainment, stated that this was the 49th annual car show. It was a three-day event, November 19-21. The car show was a tradition in Odessa and a community event. There were between 400 to 500 cars with 75% from out of town. Each car had a crew of four to six people. He thanked the Council for its past support. He would not jeopardize the health of the community by taking preventive measures.

Casey Carson, U.T. Permian Basin Athletics, stated that athletics was not funded by the state but funded by student and local sponsorships. The majority of the current year funds were used.

Eugene Neboh, West Texas Track Club, thanked the Council for its continuous support. The club was to help combat childhood obesity. Due to the virus, this year's tournament was cancelled. The tournament benefitted the children.

Christine Holcomb, White Pool House, stated that the White Pool House was a popular tourist destination highlighting the early pioneers and entrepreneurs. The tours had stopped due to COVID-19 but was reopened at 50% capacity.

Monica Tschauner stated that the USATF Regional Track meet would occur in July 2021. It was a significant event. The last meet had 1,800 attendees. It would be a weeklong event. This event qualified for a sports grant.

Mrs. Muncy explained the rollover of funds that were not used in the current year due to COVID-19. There were funds that would be rolled over to the organizations. Each Council member gave a recommendation for funding.

The following General Fund allocations were made:

Children’s Miracle Network	\$20,000
Odessa Crime Stoppers	60,000
PermiaCare	90,000
Odessa Teen Court	65,000
UTPB First 5 Permian Basin	10,000
Young Professionals Organization	15,000

The following Hotel/Motel Tax Fund allocations were made.

Black Cultural Council	\$ 55,000
Commemorative Air Force	0
Downtown Odessa	450,000
Downtown Odessa/Parks – banners/decorations	80,000
Fiesta West Texas	15,000
Odessa Jackalopes Jr. Hockey	10,000
Junior League of Odessa	15,000
Odessa Arts	700,000
Discover Odessa	939,310
Sports Events Recruitment Program	37,000
Odessa Jackalopes Hockey Team	30,000
Odessa Links	4,500
Parks – Fall Festival	15,000
Parks– Starbright Village	150,000
Permian Basin Fair & Exposition	125,000
Ratliff Ranch Golf Links	48,908
Sandhills Stockshow and Rodeo	100,000
Texas Tours Entertainment	25,000
U.T. Permian Basin Athletics	100,000
West Texas Track Club	5,000
White-Pool House Friends	35,000
USATF West Texas	50,000
Ector County Coliseum interlocal agreement	50,000
Administrative Costs/Audit Fees	32,599

Motion was made by Council member White and seconded by Council member Bryant to approve the resolution. The motion was approved by the following vote:

Aye: Turner, Shelton, Bryant, White, Sprawls, Willis, and Dean
Nay: None

MISCELLANEOUS

Appointment of Boards: Animal Shelter Advisory Committee, Historic Preservation Commission, Traffic Advisory Committee, Zoning Board of Adjustment, Midland Odessa Urban Transit District and PermiCare MH/MR Board of Trustees. Motion was made by Council member Bryant and seconded by Council member Willis to reappoint John Landgraf to the PermiCare MH/MR Board of Trustees. The motion was approved by the following vote:

Aye: Turner, Shelton, Bryant, White, Sprawls, Willis, and Dean
Nay: None

Recess for executive session to consider the evaluation of applicants for the position of Associate Municipal Court Judge including the possible appointment of a new Associate Municipal Court Judge, as authorized by the Texas Government Code, Section 551.074 (Personnel Matters). Motion was made by Council member Bryant and seconded by Council member Sprawls to go into executive session under 551.074. The motion was approved by the following vote:

Aye: Turner, Shelton, Bryant, White, Sprawls, Willis, and Dean
Nay: None

Motion was made by Council member White and seconded by Council member Willis to return from executive session. The motion was approved by the following vote:

Aye: Turner, Shelton, Bryant, White, Sprawls, Willis, and Dean
Nay: None

There was no other business, the meeting adjourned at 8:47 p.m.

ATTEST:

APPROVED:

Norma Aguilar-Grimaldo, TRMC, CMC
City Secretary

David R. Turner
Mayor

**CITY OF ODESSA
CITY COUNCIL AGENDA ITEM**

Meeting Date:	07/14/2020	Item Type:
Contact:	Norma Aguilar-Grimaldo	Consent
Department:	City Secretary	
Finance Committee Review? No		
CAPTION		
Consider approval of City Council minutes.		
SUMMARY OF ITEM		
City Council minutes June 29, 2020.		
FISCAL IMPACT? No		
Comments:		
Supporting Documents:	Other Departments, Boards, Commissions or Agencies:	
 6-29-20.doc		



**CITY COUNCIL MINUTES
CITY OF ODESSA, TEXAS**

June 29, 2020

On June 29, 2020, a special meeting of the Odessa City Council was held at 10:03 a.m., Floyd Gwin Park, PAL Gym, 1015 N. County Road W., Odessa, Texas.

City Council present: Mayor David R. Turner; Council members: Michael Shelton, District One; Dewey Bryant, District Two; Detra White, District Three; Tom Sprawls, District Four; Mari Willis, District Five; and Peggy Dean, At-Large.

Others present: Norma Aguilar-Grimaldo, City Secretary; Natasha Brooks, City Attorney; Phillip Urrutia, Assistant City Manager; Cindy Muncy, Assistant City Manager; and other members of City staff.

A quorum being present, Mayor Turner called the meeting to order and the following proceedings were held:

The invocation was given by Council member Shelton and followed by the Pledge of Allegiance and Texas flags.

Discuss COVID-19 related issues and further preventative actions to contain the spread of COVID-19 from both the medical community and various entities affected by the COVID-19 pandemic. Dr. Stephanie Howard, ECISD Deputy Superintendent, thanked the Council for their leadership. At ECISD, things were changing daily with the Texas Education Agency. ECISD's July Leap Academy was cancelled due to the rise in numbers. ECISD supported the mandate to help reduce the numbers and to have more students in schools in August. She stated that ECISD had three scenarios: school to be open, school to be a hybrid of at home and at school or all closed. All the employees were needed for the school year. Merle Schoenhoff, 2303 W. 16th St., stated that there was no law to allow a mandate. He stated that the flu was more dangerous than the COVID-19 and more people were killed in traffic accidents. He stated that that government did not have the authority to tell the people what to do but its people tell the government what to do. Dallas Kennedy, 43 Eidenberg Court, was against the mask ordinance. He stated it was time for civil obedience and the Governor Abbott needed to lead or get out of the way. He stated that the Governor was using and putting blame on the local leaders. Judy Calloway, 1305 Bonham, opposed the face masks. Dawn Tucker, 6209 Mecca, opposed the mandated face masks. The masks were a choice not to wear. She stated that there were health issues that have risks with the masks. The masks collected germs. It was wrong to take away personal freedoms. The businesses had the prerogative to mandate its own business. Weldon Chaney was present to be informed.

Dr. Rohith Saravanan, ORMC Chief Medical Officer, thanked the Council. He provided an update based on data available. The decision to choose should be based on the information provided and respected the opinions. COVID-19 was a disease by corona that started in China. It has killed ½ million people worldwide and now killing in our local community. He recommended that there was an opportunity to have a pro-choice to stop the disease and still protect civil liberty. He supported businesses and schools to be open. The hospitals was almost at full capacity. He stated that the community needed to take social responsibility to protect the community. Dr. Saravanan explained the spread of the disease from the droplets. He reported that 80% of people who have the virus do not have the symptoms. Many were between the ages of 20 – 40 years of age and the majority do not get hospitalized. It is the social responsibility to protect those around and the masks prevents the droplets to spread. He recommended that masks should be a choice as a citizen, education others and help our community to make a better choice. He explained herd immunity and antibody, which was enough people were immune in the community. He stated that we were not at that level and would not be until the far future. Asymptomatic carriers would spread to others. On a medical standpoint, there was a very small population that would have a severe breathing problem in wearing masks.

Jamie Berryhill, 1213 W. 2nd St., was following doctor's studies. He refused on wearing masks, as there were hazards. Masks get dirty quickly during handling. He stated that this was dealing with freedom. He encouraged all to do their homework, as it was a ploy to engage fear. He stated to live life by faith not fear. Evan Gonzales, 13709 CRW 124, gave his experience at ORMC. He could not find a doctor's office that would see him. He went to ORMC and was given three swabs tests. The staff expressed dissatisfaction of wearing PPE. He was released without staff checking for his reason for going to the hospital. After 10 days, he does not have the COVID-19 results. He stated that he should not have been released. He did not support the mandated masks. Ben Quiroz stated that there was anxiety in the community and not everything could be sterilized. He supported a pro-choice option of wearing masks. A mandate would cause more anxiety. He did not favor the mandate of masks. Kathy Rhodes, 6000 Colorado, was a diabetic and had difficulty in catching up with her medical treatment. She had family members in the medical filed who went home to their families and they did not get sick. Doctors were not providing services and the situation has put the community in a panic. Tim Harry, 304 E. 89th St., did not support the mandated masks. The oil field work was different from the operating room. The oil field work had exposure limits. It was different in the public environment from the operating room. He stated that masks did nothing to contain the virus. He asked to allow people to make the choice of freedom. Bill Hall, 4368 W. 11th St., felt like freedom was being attacked. He served in the military to provide freedom for our country. He would rally to make a free country. He will not accept a ticket if fined. He would work to get Council out of office.

Discuss and consider a Mayoral order regarding a health and safety policy and face covering guidelines within the city of Odessa. Council member Dean appreciated the comments and of freedom. She stated that Mr. Kennedy understood the position of Council. She stated that the threats of not being in elected was offensive. She agreed that a mandate of mask would create anxiety and upset. She applauded Dr. Saravanan and the medical community to protect and stay ahead of the pandemic. She stated that Council should be given credit to protecting the citizens. She did not support the mandate, as it was not enforceable.

Each citizen had rights and encouraged to wear a mask. Council member Shelton listened and understood the concerns. He stated it could not be mandated, as it was not enforceable. The citizens have rights to be free and without freedom, people have anger. He wanted to work with the citizens of Odessa. He stated it was the citizens' choice to wear a mask. Council member Bryant thanked the citizens who fought for our country and their service. He stated there was a responsibility to protect our community with the respect to freedom. He could not vote for the mandate. Council member Willis thanked those that voiced their opinion. She wore a mask out of humility, caring for others in not spreading the virus and for the community to thrive. She wanted businesses open, employees' health and students to be in school. She had no threat about being taken out of office as she served by whom she served. She served out of faith and not fear. She knew about rights and freedom. Odessa was strong and should patrol ourselves. The virus was serious as she has a friend with COVID-19. She wanted to see Odessa strong by supporting each other, be proud and find convictions. Odessa can be better than what we have been. Odessa needs to live healthy. Patients listen to doctors' recommendation when it comes to health issues. She served God, was put in, and will be put out by no other. Council member Sprawls stated that this was an emotional issue when it came to stepping on rights. He stated to be logical, as there was so much information. For those people that criticize the Mayor and Council, shame on them. Council was working on efforts to keep the virus from spreading and trying to slow down the virus. He had family members that worked in the medical field and wore masks. If you do not wear masks, you were taking risks of infecting others. Wearing masks was the opportunity to slow down the virus. The community was in discontent and should come together not apart. He did not support the mandate of masks. Council member White would vote against the mandate of masks. She appreciated the speakers but was disappointed in the way that Council was attacked and criticized. She wished all well in health. Mayor Turner was threaten but did not fear it. He reported that this week had 1,000 cases. Odessa had a double whammy with oil prices declining and the COVID-19. Resources were overrun with testing, as operations were halted for ten days on results. There were 500 pending tests. The safest places were the two hospitals. The virus was transmitted from the public. The State went into three Texas cities. There was 16% unemployment and if we did not curve it, we could not go back to work. Mayor Turner stated it was a reality that must be addressed. If we do not protect ourselves, we would hurt more economically. Mr. Berryhill stated that we must humble ourselves and repent to heal our land. Robert Logan reported that less than 20 bars were given citations. He asked why the bars were being picked on. There needed to be an opportunity to make a living. Mayor Turner reported that two groups raised the COVID-19 numbers, which were bars and floating on the river. A citizen asked Council what they wanted citizens to do and to have kids back in school. Joey White, Assistant Fire Chief, reported that testing would be done this week but the following dates it may be pushed back. Council member Sprawls called the question.

Motion was made by Council member Willis and seconded by Council member Dean to consider the Mayoral order. The motion failed by the following vote:

Aye: Willis

Nay: Turner, Shelton, Bryant, White, Sprawls, and Dean

There was no other business, the meeting adjourned at 11:29 a.m.

ATTEST:

Norma Aguilar-Grimaldo, TRMC, CMC
City Secretary

APPROVED:

David R. Turner
Mayor

**CITY OF ODESSA
CITY COUNCIL AGENDA ITEM**

Meeting Date:	07/14/2020	Item Type:
Contact:	Norma Aguilar-Grimaldo	Consent
Department:	City Secretary	
Finance Committee Review? No		
CAPTION		
Consider approval of City Council Work Session minutes.		
SUMMARY OF ITEM		
Consider approval of City Council Work Session minutes, July 7, 2020.		
FISCAL IMPACT? No		
Comments:		
Supporting Documents:		Other Departments, Boards, Commissions or Agencies:
 7-7-20.doc		



**CITY COUNCIL WORK SESSION MINUTES
CITY OF ODESSA, TEXAS**

July 7, 2020

On July 7, 2020, a work session meeting of the Odessa City Council was held at 10:00 a.m., Floyd Gwin Park, PAL Gym, 1015 N. County Road W., Odessa, Texas.

City Council present: Mayor David R. Turner; Council members: Michael Shelton, District One; Dewey Bryant, District Two; Detra White, District Three; Tom Sprawls, District Four; Mari Willis, District Five; and Peggy Dean, At-Large.

Due to the COVID-19, the meeting was teleconferenced, as allowed by the Governor's executive order. Council member Dean was present through teleconference.

Others present: Michael Marrero, City Manager; Norma Aguilar-Grimaldo, City Secretary; Natasha Brooks, City Attorney; Phillip Urrutia, Assistant City Manager; Cindy Muncy, Assistant City Manager; and other members of City staff.

A quorum being present, Mayor Turner called the meeting to order and the following proceedings were held:

The invocation was given by Council member Shelton.

Building Assessment Study. Mr. Urrutia stated that there was a proposal was for a building assessment study for city facilities. The study would include a study for structural, mechanical and future growth in the City. City space was needed. The firm specialized in building assessments. The Fire Stations would be reviewed structurally. Hal Sargent, Brinkley Sargent Architects, stated a need assessment would done on space, facilities, mechanical and architectural. The analysis would be at City Hall, Municipal Plaza, Municipal Court, 42nd complex and Pool Road complex. He would provide options on the future growth. A master plan would be developed on future growth. The plan could be divided up on number of years that could be less than ten years. The cost of the study was \$224,876. Mr. Urrutia explained the funds were available from different line items including supplemental. Mr. Sargent stated to study work practices from home was not known but a point of conversation.

TCAP professional services agreement for participation in SHP for procurement of wholesale energy. Margaret Somereve, Interim Director of TCAP, thanked the City for being a member since inception. TCAP had a new purchasing process that provided the opportunity to save the members funds. She stated electricity would be purchased for a year in two years in advance. Bill Starnes, energy consultant, would assist with negotiation of contracts. A plan would be adopted with a professional services agreement. Mayor Turner asked about purchasing electricity on a long term. Ms. Somereve stated that the one year did not have premiums as the longer terms had premiums. If the rate were higher, TCAP would wait to purchase electricity. Mr. Starnes stated that the contract would allow going to a fixed price for the remainder of the contract.

Lab supplies purchase for use in Lab Services Division (\$61,000). Jo Ann Samaniego, Director of Purchasing, stated that the annual purchase was for chemicals for testing the wastewater and any requirements from TCEQ.

Bid award to CED for purchase of 19 mini power packets (\$94,050). Steve Patton, Director of Parks and Recreation, stated that the power packs were for replacing the old packs for Starbright Village. The packets were the central power and were waterproof. The cost was \$94,050 and would last for ten years.

Zone change request from Single Family-Two to Neighborhood Services District. Randy Brinlee, Director of Development Services, stated that the two residential lots was for a children's clothing store.

Zone change request from Single Family-Three-Drill Reservation to Single Family-Three. Mr. Brinlee stated that the location was at 87th and Dawn. The lot would be abandoned and there would be no drilling activity after the zone change.

Original zoning to Light Commercial. Mr. Brinlee stated that the zoning to light commercial would allow expanding administrative offices from an oil field company.

Renewal of Industrial District Agreement expiring December 2020 and possible write-off of delinquent accounts. Ms. Brooks stated that eight industrial agreements would expire in December 2020. She asked for Council direction to renew or provide an outside city limit agreement. There was a fee in lieu of property taxes. There were no delinquent accounts. Council member White emphasized that there needed to be a tracking system for the accounts not to be delinquent. Ms. Brooks reported that the eight companies requested not to be annexed into the city. She stated some companies were written off, as they were no longer in business. Council member Willis asked that there be a mechanism in place on not having delinquent accounts.

Allocation of CDBG Coronavirus Funds. Merita Sandoval, Director of Community Development, stated that there were \$827,410 in requests. The City was allocated \$514,553 in CDBG Coronavirus funds. The requests were under four categories of food assistance, rent/mortgage and utility assistance, homeless assistance, and mental health counseling. There was also a request of administrative costs but was not eligible due to lack of information. The funds could be allocated on any of the four categories. Mrs. Sandoval would provide a deadline to the agencies that needed to submit the information on the administrative costs.

Discuss mobile dent repair shops and roofing contractors. Mayor Turner stated that due to the hailstorm, there would be a lot of mobile dent repair shops and roofing contractors coming to our city from other areas. In the past, he has received complaints and the citizen could not get a hold of the company. He wanted to protect the citizens. Mayor Turner stated that Amarillo has a provision in place with bonding, a building permit and other mechanisms to hold accountable. The mobile dent shops were required to have an itinerant vender permit. Roofing companies' licenses were checked. Mr. Brinlee stated that there was not a provision to hold the company accountable. Council member White encouraged that citizens to be cautious. Mr. Marrero stated that staff would check with other cities if they had provisions on protection. A task force with Mayor Turner, Council members Shelton and Sprawls would review the information and report to Council.

Discuss game room operations inside city limits. Mayor Turner asked that the game rooms be surveyed for compliance of requirements from the State. Council member Willis stated that they should be reminded on complying with the State's requirements during the pandemic.

Discuss future web-based City Council meetings. Mr. Marrero asked the Council if they wanted to meet by web-based meeting due to the environment of the community. The City was taking additional steps such as possibility of alternating work schedules. There were positive COVID-19 cases in our organization but the City would not close. Council members expressed their views. The next Council meeting would be web based.

Discuss the establishment of a multi-jurisdictional EOC. Rodd Huber, Assistant Fire Chief, stated that discussions were held regarding a multi-jurisdictional EOC with the two hospitals, the County and Police Department. The cases were closely watched. Medical Center Hospital was at a 30% threshold of ventilator usage and there was nursing staffing shortages. Joey White, Assistant Fire Chief, reported that the medical community has not requested help. He stated that a virtual EOC could be set up in hours and people for the EOC was being reidentified. All necessary entities were being represented. He reported that the virtual EOC was as a real EOC where tracing and tracking were done. Chief Huber stated that the physical location for an EOC was difficult to find for the required space that was needed. Mayor thanked all the first responders on behalf of the City Council.

Consider appointment of Associate Municipal Court Judge. Mayor Turner stated that the candidate accepted the offer.

Motion was made by Council member Bryant and seconded by Council member Shelton to appoint Carlos Rodriguez to Associate Municipal Court Judge. The motion passed by the following vote:

Aye: Turner, Shelton, Bryant, White, Sprawls, Willis, and Dean
Nay: None

Council member Bryant asked if the CARES funds could assist with the furlough nurses. Mr. Marrero reported that the hospitals received funding but the City could provide assistance. There was no other business, the meeting adjourned at 10:57 a.m.

ATTEST:

APPROVED:

Norma Aguilar-Grimaldo, TRMC, CMC
City Secretary

David R. Turner
Mayor

**CITY OF ODESSA
CITY COUNCIL AGENDA ITEM**

Meeting Date:	07/14/2020	Item Type:
Contact:	Randy Brinlee	Consent
Department:	Planning	

Finance Committee Review? No

CAPTION

Consider approval of the request by Investment Corporation of America, owners, to rezone Windsor Height Addition, 6th Filing, Block 55, Drill Site No. 7 (5.27 acres), from Single Family-Two-Drill Reservation (SF-2-DR) to Office District (O) approximately 5.27 ac., Odessa, Ector County, Texas (southeast of the intersection of E. 37th St. and Englewood Ln.) (Ordinance -- Second and Final Approval)

SUMMARY OF ITEM

The City Council approved this request on First Reading on June 23, 2020.

The property involved in this request is located southeast of the intersection of E. 37th St. and Englewood Ln. The site is currently zoned Single Family-Two-Drill Reservation (SF-2-DR) and is vacant. Land use in the area consists of single family residential, multi-family residential and vacant land.

The applicant is Investment Corporation of America, owners, LCA, agent, and the purpose of the rezone request from Single Family-Two District-Drill Reservation (SF-2-DR) to Office District (O) is to remove the DR designation and facilitate office development uses on the property. Documentation for the release of the drill site has been provided.

The proposed rezone request is not contrary to the established land uses in the general area or the land use plan of the City of Odessa's Master Plan. The proposed zoning district will be encircled by existing single family and multi-family housing and will facilitate a reasonable transition between land uses of varying intensities and would not create a conflict to the existing land uses in the area.

The Planning and Zoning Commission gave unanimous approval (7 members present) of this request to Office (O).

FISCAL IMPACT? No

Comments:
The Planning Staff concurs with the Planning and Zoning Commission recommendation.

Supporting Documents:	Other Departments, Boards, Commissions or Agencies:
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Summary of property owners' response:



Response summary -- Inv Corp.doc

Approval/protest cards:



Response cards -- Inv Corp.pdf

Area zoning/notification map:



Zoning map -- Inv Corp.pdf

Zoning Exhibit:



Zoning exhibit -- Inv Corp.pdf

List of uses allowed in an Office (O) Zoning District:



OFFICE.doc

Planning & Zoning Commission memo:



P&Z memo -- Inv Corp.doc

Proposed Ordinance:



RZ-002 - Investment Corporation.pdf

Planning & Zoning Commission recommendation:
Unanimous approval (7-0) (06/04/2020)

SUMMARY OF RESPONSE TO NEIGHBORING PROPERTY OWNERS

Investment Corporation of America

DATE OF NEWSPAPER PUBLICATION: May 24, 2020

NOTICES MAILED OUT: 19

NOTICES RETURNED: 1

NUMBER OF PROTESTS: 1

NUMBER OF APPROVALS: 0

DOES PROTEST REPRESENT 20% OF THE AREA WITHIN 200 FOOT RADIUS OF THE ZONING REQUEST? NO

***SEE ATTACHED NOTIFICATION MAP FOR APPROVAL AND PROTEST AREAS.**

DATE: 5-28-2020

CASE FILE NO. 2020-14-Z

AS AN INTERESTED PROPERTY OWNER I PROTEST OR APPROVE () THE REQUESTED ZONING AMENDMENT REPRESENTED BY THE ABOVE FILE NUMBER BECAUSE:

It will bring down the value of my house

(Please mark either of the responses and give the reasons for your views, and complete the following if known:)

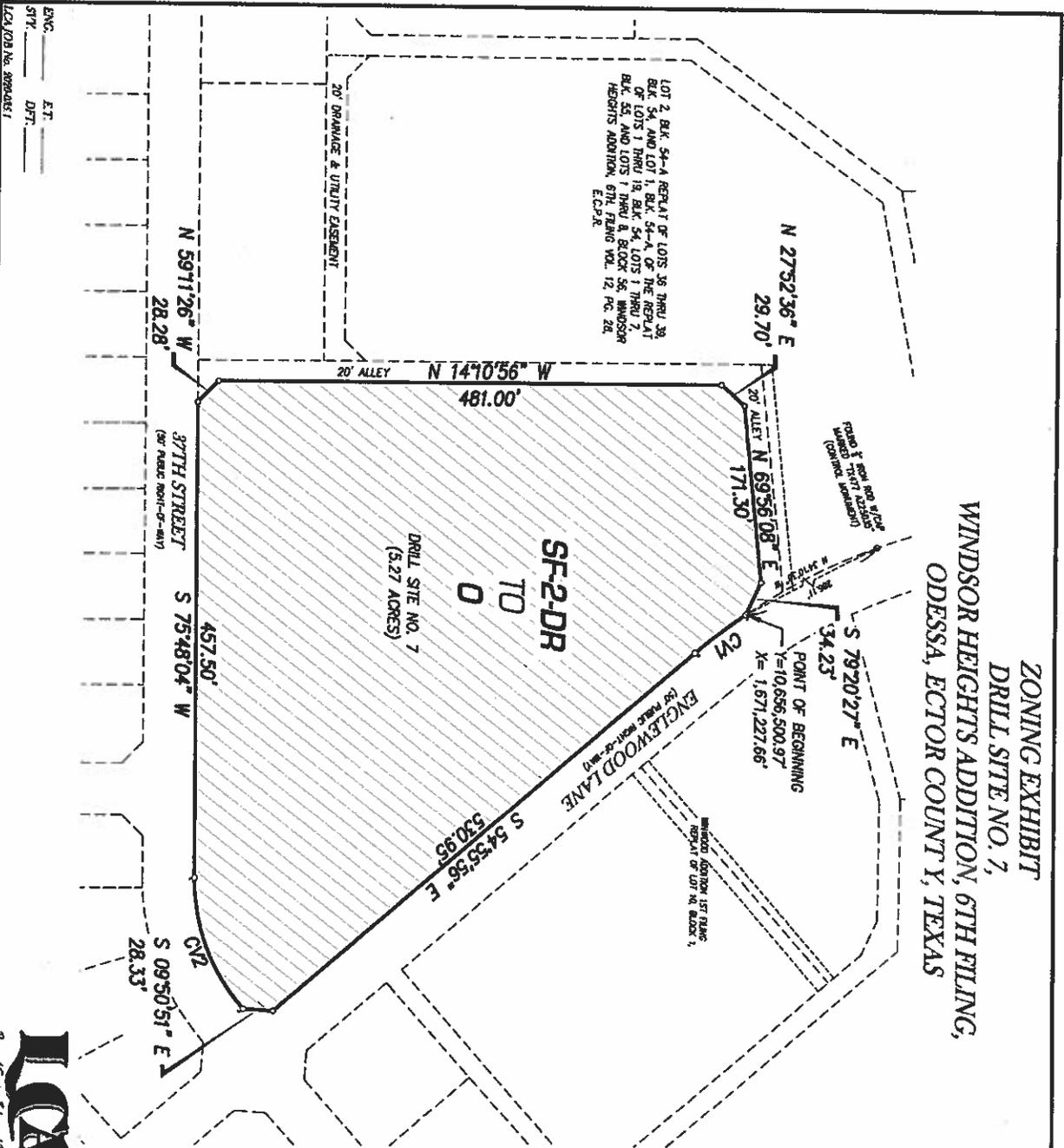
SUBDIVISION: Windsor Heights BLK. NO. 56 LOT NO. 4

ADDRESS: 3856 E 37th st

SIGNATURE OF OWNER: Larry Brindle

PRINTED NAME: Larry Brindle

ZONING EXHIBIT
DRILL SITE NO. 7,
WINDSOR HEIGHTS ADDITION, 6TH FILING,
ODESSA, ECTOR COUNTY, TEXAS



LOT 2, BK. 54-A REPLAT OF LOTS 28 THRU 38, BK. 54, AND LOT 1, BK. 54-A, OF THE REPLAT OF LOTS 1 THRU 18, BK. 54-A, OF THE REPLAT BK. 53, AND LOTS 1 THRU 8, BLOCK 56, WINDSOR HEIGHTS ADDITION, 6TH FILING VOL. 12, PG. 28, E.C.S.-R

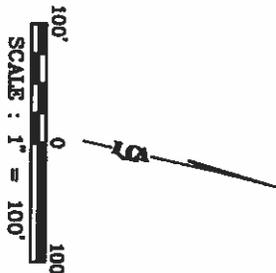
TRAIL 1 80' AND TRAIL 2 100' (CONTROL MEASUREMENT)

POINT OF BEGINNING
 Y=10,656,500.97'
 X=1,671,227.66'

WINDSOR ADDITION 1ST FILING (FOR REEL NO. 61-24)

CURVE DATA

CV#	A	R	L	CD. BEG.	CD. DIST.
1	06°08'47"	597.36'	81.03'	S 51°51'29" E	61.00'
2	41°16'00"	190.45'	137.15'	S 55°10'04" W	134.20'

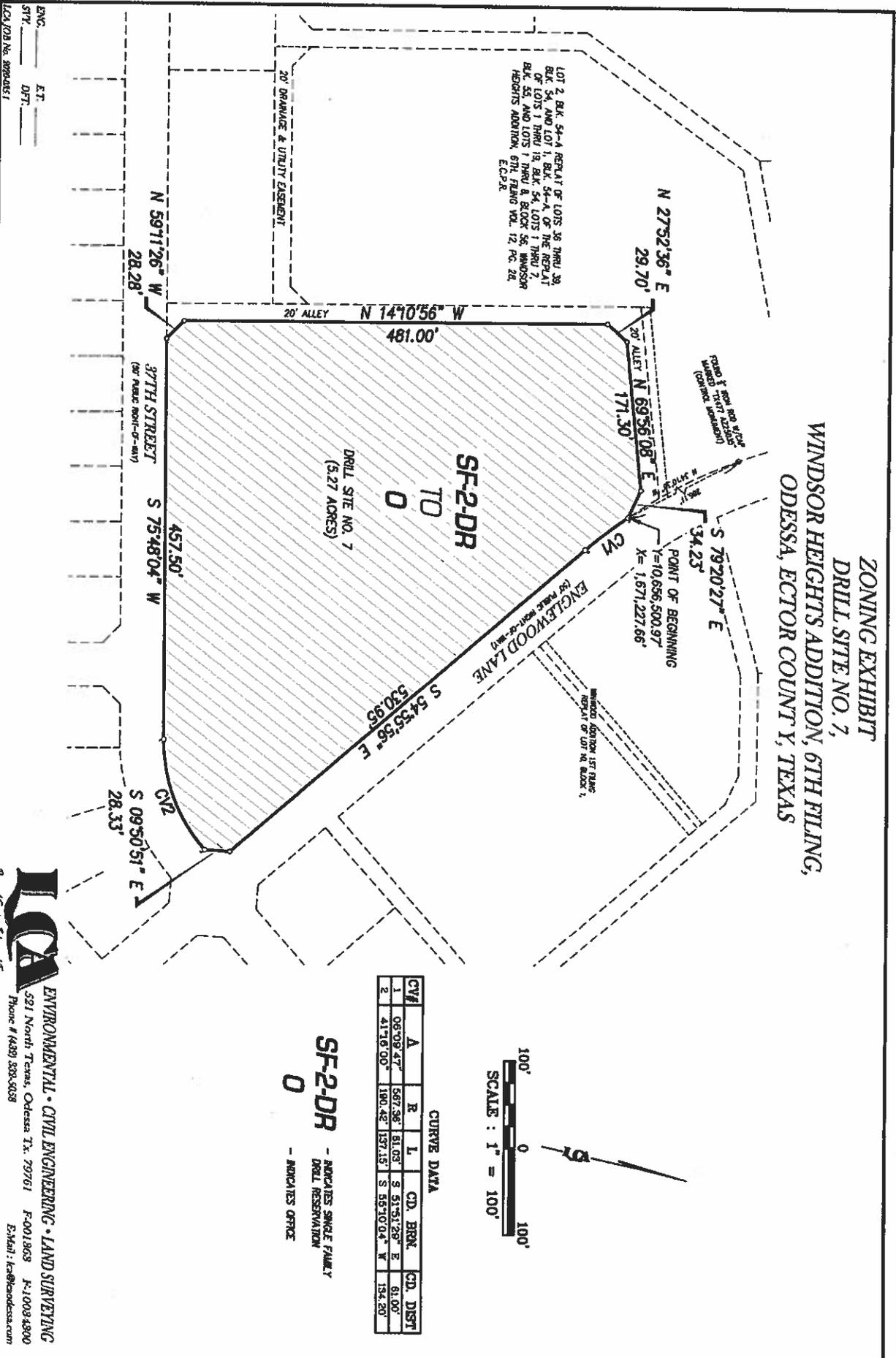


SF-2-DR - NONCHIEFS SINGLE FAMILY
0 - NONCHIEFS OFFICE

ICA
 ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING
 521 North Texas, Odessa Tx, 79761 F:409.2868 R:409.4300
 Phone # (409) 358-9038 E-Mail: i-c@icoadessa.com

ENG: _____ E.T. _____
 STY: _____ DFT: _____
 LCA JOB No. 8894845.1

ZONING EXHIBIT
DRILL SITE NO. 7,
WINDSOR HEIGHTS ADDITION, 6TH FILING,
ODESSA, ECTOR COUNTY, TEXAS



LOT 2, BK. 54-A REPLAT OF LOTS 28 THRU 38, BK. 54, AND LOT 1, BK. 54-A, OF THE REPLAT OF LOTS 1 THRU 18, BK. 54-A, OF THE REPLAT BK. 53, AND LOTS 1 THRU 8, BLOCK 56, WINDSOR HEIGHTS ADDITION, 6TH FILING VOL. 12, PG. 28, E.C.S.-R

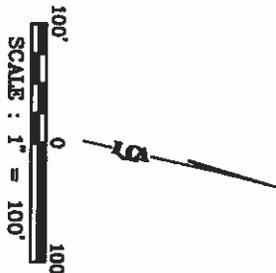
TRAIL 1 80' AND TRAIL 2 100' (CONTROL MEASUREMENT)

POINT OF BEGINNING
 Y=10,656,500.97'
 X=1,671,227.66'

WINDSOR ADDITION 1ST FILING (PART OF LOT NO. BLOCK 1)

CURVE DATA

CV#	A	R	L	CD. BEG.	CD. DIST.
1	06°08'47"	597.36'	81.03'	S 51°51'29" E	61.00'
2	41°16'00"	190.45'	137.15'	S 55°10'04" W	134.20'



SF-2-DR - NONCHIEFS SINGLE FAMILY
0 - NONCHIEFS OFFICE

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ENG: _____
 STY: _____
 DFT: _____
 LCA JOB No. 8894845.1

OFFICE

The following uses are allowed in the Office (O) District:

PRIMARY RESIDENTIAL USES (14-2-2.1)

Single Family Dwelling Detached
Single Family Dwelling Attached
Two Family Dwelling (Duplex)
Three or Four Family Dwelling
Multiple-Family Dwelling (Apartment)
Residence Home for the Elderly
Hotel or Motel

ACCESSORY AND INCIDENTAL USES (14-2-2.2)

Accessory Building or Use (Residential)
Accessory Building or Use (Business or Industry)
Beauty Shop -- One Chair Accessory Use
Garage or Estate Sale Accessory Use
Home Occupation
Off-Street Parking Required for Primary Use
Off-Street Parking Excess to Minimum Requirement
Swimming Pool (Private)
Temporary Field Office, Construction Yard or Office (Subject to temporary permit issued by Building Official)

UTILITY AND SERVICE USES (14-2-2.3)

Electrical Substation (High Voltage Bulk Power)
Electrical Transmission Line (High Voltage)
Fire Station or Similar Public Safety Building
Gas Line and/or Regulating Station
Library, Public
Local Utility Line
Municipal Office Building or City Hall
Public Building, Shop or Yard of Local, State or Federal Agency
Wireless Communications Systems (by Specific Use Permit)
Radio or Television Transmitting Station
Sewage Pumping Station
Storm Water Retention Basin or Pumping Station
Telephone Business Office
Telephone Exchange--Switching, Relay or Transmitting Station Only
Water Reservoir, Water Well or Pumping Station
Water Stand Pipe and Elevated Storage Tank
Water Treatment Plant (by Specific Use Permit)

RECREATIONAL AND ENTERTAINMENT USES (14-2-2.4)

Country Club (Private)
Golf Course (Commercial) (by Specific Use Permit)
Park or Playground (Public)
Park or Playground (Other Than Public) (by Specific Use Permit)
Private Club (by Specific Use Permit)
Swim or Tennis Club (by Specific Use Permit)
Swimming Pool or Tennis Complex (Commercial) (by Specific Use Permit)
Theater or Playhouse (Indoor)

EDUCATIONAL, INSTITUTIONAL & SPECIAL USES (14-2-2.5)

Art Gallery or Museum
Cemetery or Mausoleum (by Specific Use Permit)
Church or Rectory
College or University
Convent or Monastery
Day Care Center
Fraternal Club or Lodge (by Specific Use Permit)
Home for Senior Citizens or Nursing Home
Hospital, Acute Care
Hospital, Chronic Care
Institution or Center for Alcoholic, Narcotic or Psychiatric Patients
Institution of Religious, Charitable or Philanthropic Nature
Institutional Out-Patient Medical Clinic
Kindergarten or Nursery School
School, Business
School, Public or Denominational

AUTOMOTIVE & TRANSPORTATION RELATED USES (14-2-2.6)

Heliport (by Specific Use Permit)
Helistop (by Specific Use Permit)
Parking Lot or Structure Commercial (Primary Use) (by Specific Use Permit)
Parking Lot or Structure Non-Commercial
Railroad Track or Right-of-Way

RETAIL AND SERVICE TYPE USES (14-2-2.7)

Bank or Savings and Loan Office
Book or Stationery Shop
Clinic, Medical or Dental
Custom Personal Service Shop (by Specific Use Permit)

(Office -- Cont.)
Page 3

(Retail and Service Type Uses -- Cont.)

Incidental or Accessory Retail or Service Use
Laboratory, Medical or Dental
Mortuary or Funeral Home
Office, General Business or Professional
Reprographic Service
Restaurant or Cafeteria (Not Drive-In) (With Dining Room) (by Specific Use Permit)
Studio -- Decorator, Artist or Photographer
Studio, Health, Exercise and Reducing
Studio, -- Music, Dance or Drama
Travel Bureau or Travel Consultant
Veterinarian Office Only (No Animal Pens)

SIGN AND IDENTIFICATION USES (14-2-2.8)
(see Section 14-10-1)

Apartment or Housing Project Identification Sign
Apartment or Housing Project Informational Sign
Construction Sign Temporary
Development Sign Temporary
General Business Sign
Institutional Identification Sign
Institutional Information Sign
Name Plate
Office Identification Sign
Real Estate Sign (Temporary)

COMMERCIAL TYPE USES (14-2-2.9)

Laboratory, Scientific or Research

NATURAL RESOURCE STORAGE AND EXTRACTION (14-2-2.11)

Petroleum or Gas Well (permitted in any district carrying Drill Reservation "DR" suffix subject to Oil and Gas Ordinance)

SPECIAL INDUSTRIAL PROCESSES (14-2-2.12)

Asphalt or Concrete Batching Plant (Temporary) (by Specific Use Permit)

Planning and Zoning Commission Memo

DATE OF P&Z MEETING: June 4, 2020

APPLICANT: Investment Corporation of America, owner
LCA, agent

REQUEST: Rezone request from Single Family-Two District-Drill
Reservation (SF-2-DR) to Office District (O)

PROPERTY INVOLVED: Drill Site 7, Block 55, Windsor Heights, (Southeast of the
intersection of E. 37th St. and Englewood Ln.)

The property involved in this request is located southeast of the intersection of E. 37th St. and Englewood Ln. The site is currently zoned Single Family-Two District-Drill Reservation (SF-2-DR) and is vacant. Land use in the area consists of single-family residential, multi-family residential development and vacant land.

The applicant is Investment Corporation of America, owners, LCA, agent, and the purpose of the rezone request from Single Family-Two District-Drill Reservation (SF-2-DR) to Office District (O) is to facilitate office development uses on the property.

Using the City's identified priorities contained in the City of Odessa's Comprehensive Plan to evaluate zoning amendments the following comments are offered:

Comprehensiveness: The proposed rezone request is not contrary to the established land uses in the general area or the land use plan of the City of Odessa's Master Plan.

Livability: The proposed original zoning would not have a negative impact on this site or surrounding properties. The proposed office development is not out of line with development in the area.

Reasonableness: The proposed zoning district will be encircled by existing single-family and multi-family housing and will facilitate a reasonable transition between land uses of varying intensities and would not create a conflict to the existing land uses in the area.

Based upon the preceding analysis, Staff recommends approval of the request.

ORDINANCE NO. 2020-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ODESSA, TEXAS, AMENDING THE ODESSA CITY CODE CHAPTER 14 "ZONING" ARTICLE 14-1 "GENERAL PROVISIONS" SECTION 14-1-4 "ZONING DISTRICT MAP" BY CHANGING THE ZONING CLASSIFICATION FROM SINGLE FAMILY-TWO DISTRICT-DRILL RESERVATION (SF-2-DR) TO OFFICE DISTRICT (O) ON DRILL SITE NO. 7 (5.27 ACRES) IN BLOCK 55, WINDSOR HEIGHTS ADDITION, 6TH FILING (SOUTHEAST OF THE INTERSECTION OF EAST 37TH STREET AND ENGLEWOOD LANE); PROVIDING A PENALTY CLAUSE AND OTHER APPROPRIATE CLAUSES.

WHEREAS, all legal requirements, including public notice, hearing and recommendation by the Planning and Zoning Commission prerequisite to the amendment contained herein have been complied with and fulfilled; and

WHEREAS, The City Council considers the herein contained amendment to the Odessa City Code Chapter 14 "Zoning" Article 14-1 "General Provisions" Section 14-1-4 "Zoning District Map" to be in harmony with the general plan of development in the City of Odessa and consistent with the health, safety and welfare of the inhabitants of the City of Odessa;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ODESSA, TEXAS:

Section 1. That the Odessa City Code Chapter 14 "Zoning" Article 14-1 "General Provisions" Section 14-1-4 "Zoning District Map" is hereby amended by changing the original zoning classification from Single Family-Two District-Drill Reservation (SF-2-DR) to Office District (O) on Drill Site No. 7 (5.27 acres) In Block 55, WINDSOR HEIGHTS ADDITION, 6TH

FILING, as shown on the attached Exhibit "A." This land is located southeast of the intersection of East 37th Street and Englewood Lane. This change shall be shown on the official zoning district map of the City of Odessa and elsewhere as provided by ordinance.

Section 2. That should any section, clause or provision of this ordinance be declared by a court of competent jurisdiction be invalid, the same shall not affect the validity of this ordinance or any other ordinance of the city as a whole or any part thereof, other than the part so declared to be invalid.

Section 3. That any person violating the provisions of this ordinance shall be deemed guilty of a misdemeanor and shall be punished by a fine not exceeding \$2000.00 as provided by City Code Section 1-1-9 "General Penalty." which section is adopted by reference and made a part hereof.

Section 4. That the caption and penalty clause of this ordinance shall be published in a newspaper of general circulation in the city of Odessa, as provided by City Charter section 65.

Section 5. That this ordinance shall go into effect five (5) days after its publication following adoption on second approval as provided by City Charter section 65.

The foregoing ordinance was first approved on the 23rd day of June, A.D., 2020, by the following vote:

Michael K. Shelton, Sr.	AYE
Dewey Bryant	AYE
Detra White	AYE
Tom Sprawls	AYE
Mari Willis	AYE
Peggy Dean	AYE
David R. Turner	AYE

The foregoing ordinance was adopted on second and final approval on the 14th day of July, A.D., 2020, by the following vote:

Michael K. Shelton, Sr.	_____
Dewey Bryant	_____
Detra White	_____
Tom Sprawls	_____
Mari Willis	_____
Peggy Dean	_____
David R. Turner	_____

Approved this the 14th of July, A.D., 2020.

David R. Turner, Mayor

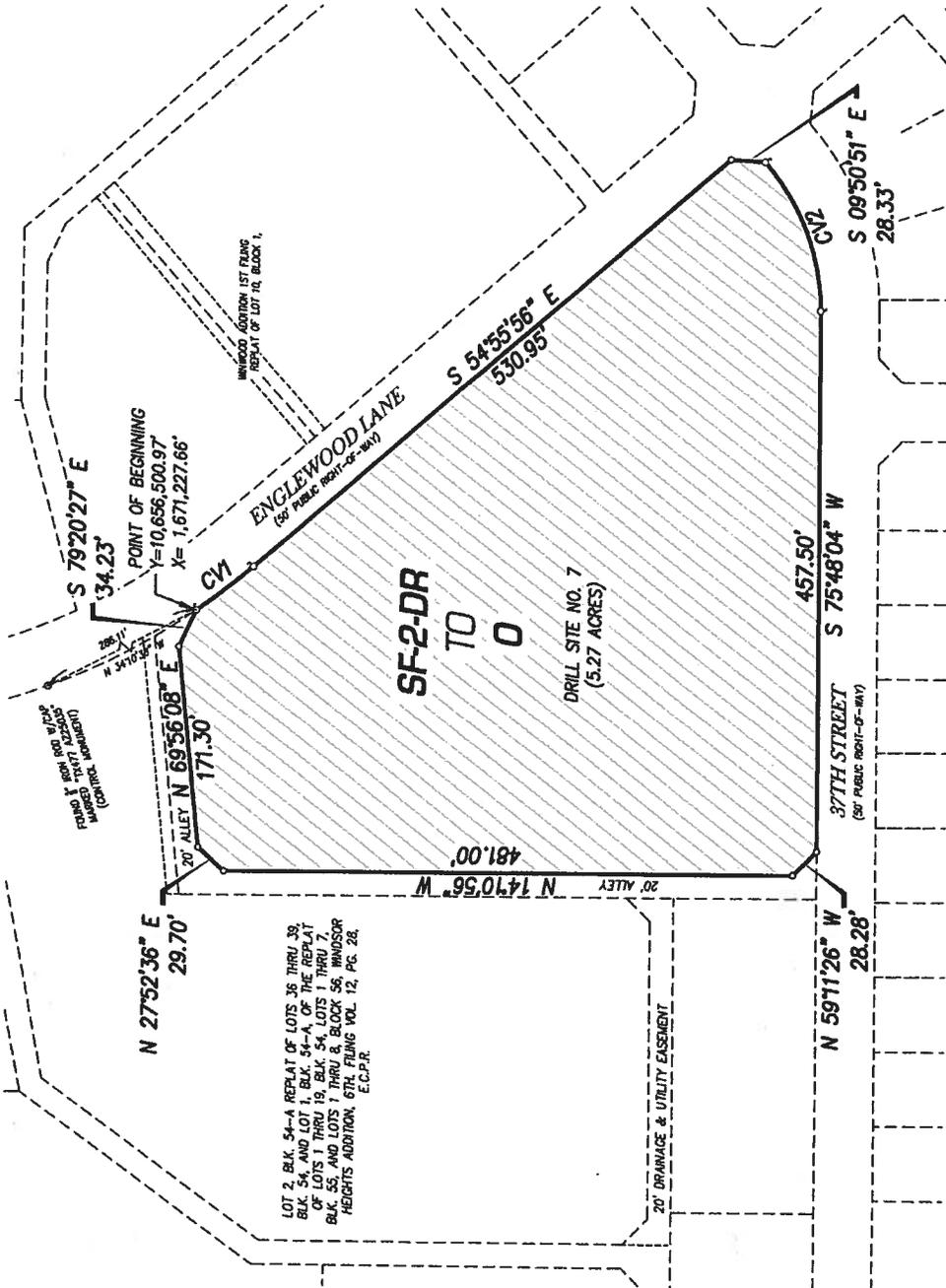
ATTEST:

Norma Aguilar-Grimaldo, City Secretary

APPROVED AS TO FORM:

Natasha Brooks, City Attorney

ZONING EXHIBIT
 DRILL SITE NO. 7,
 WINDSOR HEIGHTS ADDITION, 6TH FILING,
 ODESSA, ECTOR COUNTY, TEXAS

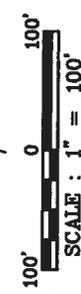


POINT OF BEGINNING
 Y=10,656,500.97
 X=1,671,227.66

UNRECORDED LST FILING
 REPEAT OF LOT 10, BLOCK 1

FOUND 1" IRON ROD WITH
 PLUMB LINE (CONTROL)

LOT 2, BLK. 54--A REPEAT OF LOTS 36 THRU 39
 BLK. 54, AND LOT 1, BLK. 54--A, OF THE REPEAT
 OF LOTS 1 THRU 19, BLK. 54, LOTS 1 THRU 7,
 BLK. 55, AND LOTS 1 THRU 8, BLOCK 56, WINDSOR
 HEIGHTS ADDITION, 6TH FILING VOL. 12, PG. 28,
 E.C.P.R.



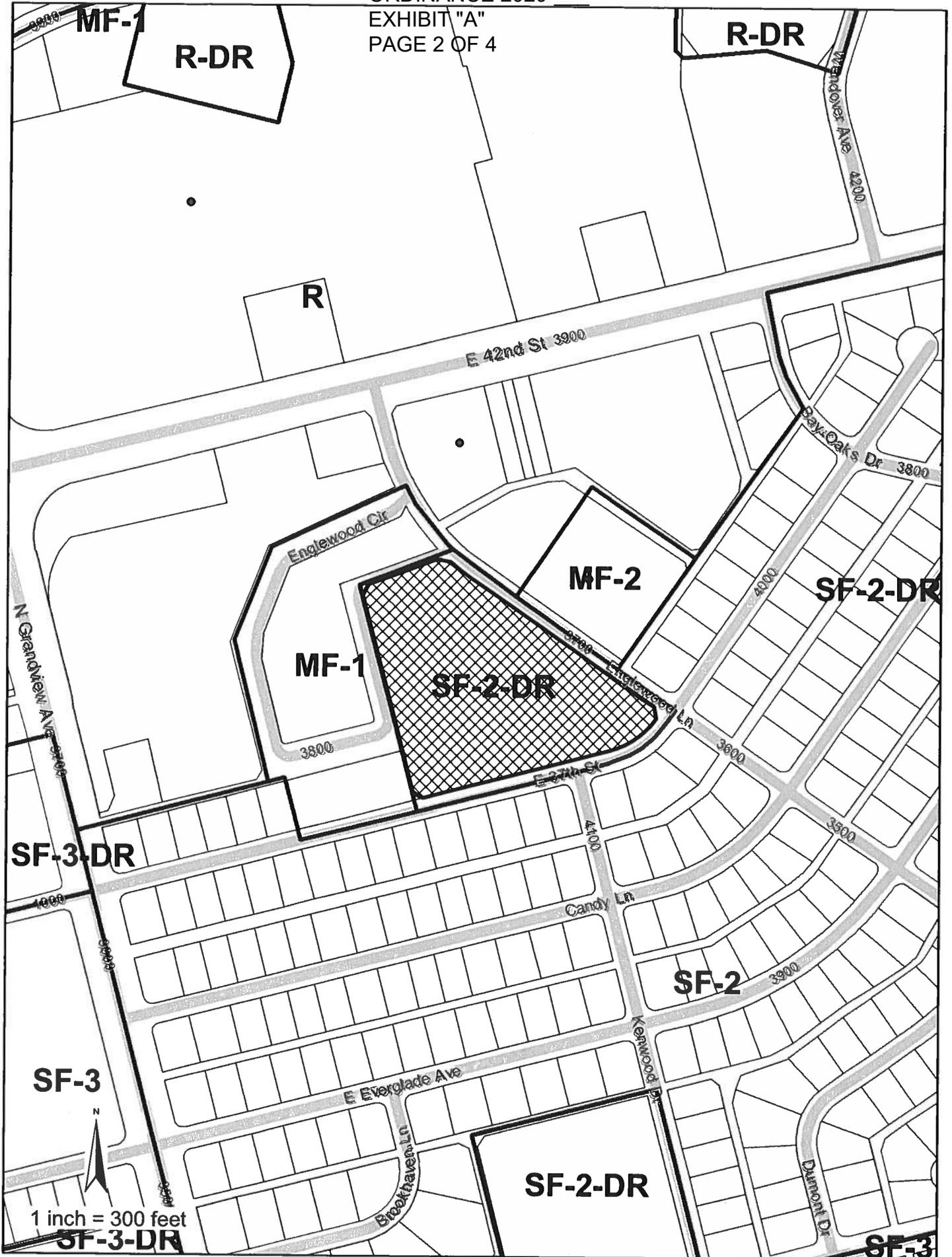
CURVE DATA

CV#	A	R	L	CD. BRN.	CD. DIST
1	06°08'47"	587.36'	61.03'	S 51°51'29" E	61.00'
2	41°16'00"	180.42'	137.15'	S 55°10'04" W	134.20'

SF-2-DR - INDICATES SINGLE FAMILY
 DRILL RESERVATION
 O - INDICATES OFFICE

ICA
 ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING
 521 North Tennes, Odessa Tx. 79761 F-10094900
 Phone # (432) 332-5038
 E-Mail: ica@icadessa.com

ENC. _____ E.T. _____
 S.Y. _____ D.P.T. _____
 ICA JOB No. 2020061



1 inch = 300 feet

SF-3-DR

SF-3



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

LEGAL DESCRIPTION
OF DRILL SITE No. 7, BLOCK 55
WINDSOR HEIGHTS ADDITION 6th FILING
IN SECTIONS 13 & 14, BLOCK 42, T-2-S
T&P RR CO. SURVEY
ODESSA, ECTOR COUNTY, TEXAS

BEING ALL OF DRILL SITE No. 7 IN BLOCK 55, WINDSOR HEIGHTS ADDITION, 6TH FILING, AS DESCRIBED IN VOLUME 9 PAGE 40 OF THE ECTOR COUNTY PLAT RECORDS LOCATED IN SECTIONS 13 & 14, BLOCK 42, T-2-S, T&P RR CO. SURVEY, ECTOR COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING at (Y=10,656,500.97' & X= 1,671,227.66') a cut-back corner for the easternmost northeast corner of said Drill Site No. 7 on the western curved right-of-way of Englewood Lane, a 50-foot public right-of-way, whence a 5/8" Iron rod with cap marked "TX4707 AZ25035" (Control Monument) found at the easternmost northeast corner of Lot 42, Block 54, *REPLAT OF A PORTION OF LOT 26, AND ALL OF 28 AND 29, OF THE REPLAT OF LOTS 20 THRU 24, BLOCK 54 AND LOT 40, BLOCK 54 OF THE REPLAT OF LOT 27, BLOCK 54 WINDSOR HEIGHTS ADDITION, 6th FILING* as described in Cabinet B, Page 143-C of said Ector County Plat Records bears North 34°10'38" West, a distance of 286.11 feet;

THENCE along said curve to the left in a southeasterly direction, having a radius length of 567.36 feet, a delta angle of 06°09'47", an arc length of 61.03 feet, a chord length of 61.00 feet bearing South 51°51'29" East to the Point of Tangency on the western right-of-way of said Englewood Lane and the eastern line of said Drill Site No. 7;

THENCE South 54°55'56" East with the western right-of-way of said Englewood Lane and the eastern line of said Drill Site No. 7, a distance of 530.95 feet to a cut-back corner and being the northernmost southeast corner of said Drill Site No. 7;

THENCE South 09°50'51" East with said cut-back, a distance of 28.33 feet to a cut-back corner on the north right-of-way line of 37th Street, a 50-foot public right-of-way and being the southernmost southeast corner of said Drill Site No. 7, and also being the Point of Curvature of a curve to the right;

THENCE along said curve to the right in a southwesterly direction, having a radius length of 190.42 feet, a delta angle of 41°16'00", an arc length of 137.15 feet, a chord length of 134.20 feet bearing South 55°10'04" West to the Point of Tangency on the north right-of-way line of said 37th Street and the south line of said Drill Site No. 7;

THENCE South 75°48'04" West with the north right-of-way line of said 37th Street and the south line of said Drill Site No. 7, a distance of 457.50 feet to a cut-back corner being the southernmost southwest corner of said Drill Site No. 7 common with the easternmost southeast corner of a 20-foot alley as shown on the *REPLAT OF LOTS 36 THRU 39, BLOCK 54 AND LOT 1, BLOCK 54A, OF THE REPLAT OF LOTS 1 THRU 19, BLOCK 54, LOTS 1 THRU 7, BLOCK 55, AND LOTS 1 THRU 8, BLOCK 56,*

WINDSOR HEIGHTS ADDITION, 6th FILING as described in Volume 12, Page 28 of said Ector County Plat Records;

THENCE North 59°11'26" West along said cut-back, a distance of 28.28 feet to a cut-back corner on the east line of said 20-foot alley and being the northernmost southwest corner of said Drill Site No. 7;

THENCE North 14°10'56" West with the east line of said 20-foot alley and the west line of said Drill Site No. 7, a distance of 481.00 feet to a cut-back corner of said 20-foot alley and being the southernmost northwest corner of said Drill site No. 7;

THENCE North 27°52'36" East, with said cut-back, a distance of 29.70 feet to a cut-back corner of said 20-foot alley and being the easternmost northwest corner of said Drill Site No. 7;

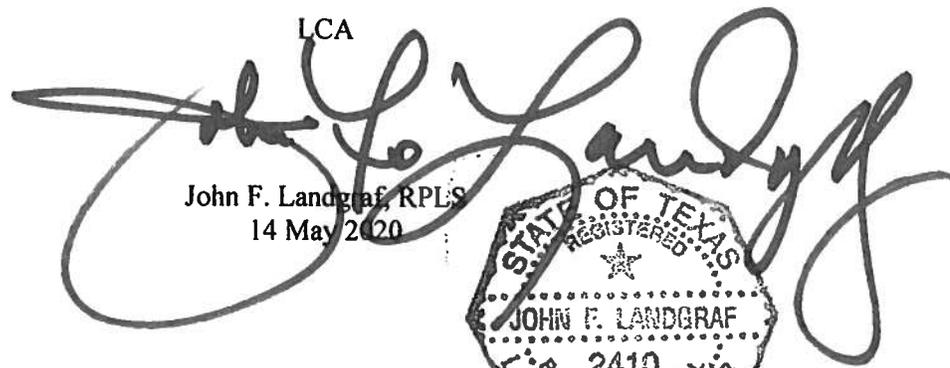
THENCE North 69°56'08" East with the south line of said 20-foot alley and the north line of said Drill Site No. 7, a distance of 171.30 feet to a cutback corner of said 20-foot alley and being the northernmost northeast corner of said Drill Site No. 7;

THENCE South 79°20'27" East along said cut-back, a distance of 34.23 feet to the Point of the Beginning containing 5.27 acres.

The bearings, distances and coordinates are relative to the Texas Coordinate System, 1983 NAD, Central Zone, based on the City of Odessa GPS control monument "OD3X" (Y=10,677,330.618' and X=1,656,369.465') with a theta angle of -01°03'47" and a combined grid factor of 0.99986032. Acreage stated is average surface.

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
14 May 2020



**CITY OF ODESSA
CITY COUNCIL AGENDA ITEM**

Meeting Date:	07/14/2020	Item Type:
Contact:	Randy Brinlee	Consent
Department:	Planning	
Finance Committee Review? No		
CAPTION		
Consider amending Chapter 14 of the City Code of Ordinances, Section 14-11-1: Fences and Screening (Ordinance -- Second and Final Approval)		
SUMMARY OF ITEM		
The City Council approved this request on First Reading on June 23, 2020.		
The purpose of the amendment to Chapter 14, Section 14-11-1: Fences and Screening is to establish guidelines for materials to be used in the construction and repair of fences within the City of Odessa.		
FISCAL IMPACT? No		
Comments:		
Supporting Documents:	Other Departments, Boards, Commissions or Agencies:	
Copy of proposed amendment:		
 Fence Amendment Ordinance 6.16.2020.docx		

ORDINANCE NO. 2020-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ODESSA, TEXAS, AMENDING THE ODESSA CITY CODE CHAPTER 14 "ZONING," ARTICLE 11 "FENCES AND SCREENING," SECTION 14-11-1 "FENCE AND WALL REGULATIONS"; PROVIDING A PENALTY CLAUSE AND OTHER APPROPRIATE CLAUSES.

WHEREAS, all legal requirements, including public notice, hearing and recommendation by the Planning and Zoning Commission prerequisite to the amendment contained herein have been complied with and fulfilled; and

WHEREAS, the City Council considers the herein contained amendment to the Odessa City Code Chapter 14 "Zoning," Article 14-11 "Fences and Screening," Section 14-11-1 "Fence and wall regulations" to be in harmony with the general plan of development in the City of Odessa and consistent with the health, safety, and welfare of the inhabitants of the City of Odessa;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ODESSA, TEXAS:

Section 1. That the Odessa City Code Chapter 14 "Zoning," Article 14-11 "Fences and Screening," Section 14-11-1 "Fence and wall regulations" is hereby amended by adding Subsections (2) and (3) as follows:

Sec. 14-11-1 Fence and wall regulations

(2) Materials used for fence.

(A) New or replacement fences must be constructed of standard fencing materials and may not be constructed of scrap metal, plywood, or other non-standard fencing materials.

(B) The use of razor wire, barbed wire, and similar materials are:

(i) Prohibited within residential zoning, except for agricultural or related uses

(ii) Prohibited within nonresidential zoning within the front yard (see 14-7-5) and in side (see 14-7-7) or rear (see 14-7-9) where adjacent to residential zoning, except for agricultural relates uses or in Heavy Commercial or Industrial zoning districts (see 14-1-3)

(C) A fence may not be repaired with materials other than those from which a fence may be constructed.

(3) Maintenance.

Fences and walls must be maintained in a safe and well-kept manner.

Section 2. That all parts of the existing ordinance not specifically addressed in the foregoing amended portions of each section shall remain unchanged.

Section 3. That should any section, clause or provision of this ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this ordinance or any other ordinance of the city as a whole or any part thereof, other than the part so declared to be invalid.

Section 4. That any person violating the provisions of this ordinance shall be deemed guilty of a misdemeanor and shall be punished by a fine not exceeding \$2000.00 as provided in Section 1-1-9, "General Penalty", Odessa City Code, which section is adopted by reference and made a part hereof.

Section 5. That the caption and penalty clause of this ordinance shall be published in a newspaper of general circulation in the city of Odessa, as provided by City Charter Section 65.

Section 6. That this ordinance shall go into effect five (5) days after its publication following adoption on second approval as provided by City Charter Section 65.

The foregoing ordinance was first approved on the 23rd day of June, A.D., 2020, by the following vote:

Michael K. Shelton, Sr.	AYE
Dewey Bryant	AYE
Detra White	AYE
Tom Sprawls	AYE
Mari Willis	AYE

Peggy Dean	AYE
David R. Turner	AYE

The foregoing ordinance was adopted on second and final approval on the 14th day of July, A.D., 2020, by the following vote:

Michael K. Shelton, Sr.	___
Dewey Bryant	___
Detra White	___
Tom Sprawls	___
Mari Willis	___
Peggy Dean	___
David R. Turner	___

Approved this the 14th of July, A.D., 2020.

David R. Turner, Mayor

ATTEST:

Norma Aguilar-Grimaldo, City Secretary
APPROVED AS TO FORM:

Natasha L. Brooks, City Attorney

**CITY OF ODESSA
CITY COUNCIL AGENDA ITEM**

Meeting Date:	07/14/2020	Item Type:
Contact:	Hal Feldman / Tom Kerr	Consent
Department:	Public Works / Traffic Engineering	
Finance Committee Review? No		
CAPTION		
Consider an ordinance to install traffic signals. (Ordinance -Second and Final Approval)		
SUMMARY OF ITEM		
<p>This agenda item is to update the City of Odessa's ordinance regarding locations of traffic signals in Section 12-1-4.</p> <p>Evans & 87th Dawn & 87th</p> <p>The bid award was approved at the 6-9-20 city council meeting. Construction will proceed after the delivery of the signal poles that have previously been ordered.</p>		
FISCAL IMPACT? No		
Comments:		
Supporting Documents:	Other Departments, Boards, Commissions or Agencies:	
 4O-007 Amend Chapter 12-1-4 Signalized Intersections.docx		

ORDINANCE NO. 2020-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ODESSA, TEXAS, AMENDING THE ODESSA CITY CODE CHAPTER 12 "TRAFFIC AND VEHICLES," ARTICLE 12-1 "GENERAL PROVISIONS," SECTION 12-1-4 "PRESUMPTION OF VALIDITY OF TRAFFIC-CONTROL DEVICES AND LIST OF SIGNALIZED INTERSECTIONS"; PROVIDING A PENALTY CLAUSE AND OTHER APPROPRIATE CLAUSES.

WHEREAS, Traffic Engineering investigations by the City of Odessa have revealed that it would materially contribute to traffic safety to make the hereinafter described amendments;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF ODESSA, TEXAS

Section 1. That the Odessa City Code Chapter 12 "Traffic and Vehicles," Article 12-1 "General Provisions," Section 12-1-4 "Presumption of Validity of Traffic-Control Devices and List of Signalized Intersections" is hereby amended by deleting and adding the following:

Section 12-1-4 Presumption of validity of traffic-control devices and list of signalized intersections

(b) Pursuant to city code [section 12-1-3\(a\)](#), the following is a list of all signalized intersections found within the city limits.

ADDING:

Evans Boulevard & 87th Street

Dawn Avenue & 87th Street

Section 2. That should any section, clause or provision of this ordinance be declared by a court of competent jurisdiction be invalid, the same shall not affect the validity of this ordinance or any other ordinance of the city as a whole or any part thereof, other than the part so declared to be invalid.

Section 3. That any person violating the provisions of this ordinance shall be deemed guilty of a misdemeanor and shall be punished by a fine not exceeding \$200.00 as provided in

Section 1-1-9, "General Penalty", Odessa City Code, which section is adopted by reference and made a part hereof.

Section 4. That the caption and penalty clause of this ordinance shall be published in a newspaper of general circulation in the city of Odessa as provided by City Charter section 65.

Section 5. That this ordinance shall go into effect five (5) days after its publication following adoption on second approval as provided by City Charter section 65.

The foregoing ordinance was first approved on the 23rd day of June, A.D., 2020, by the following vote:

Michael K. Shelton, Sr.	AYE
Dewey Bryant	AYE
Detra White	AYE
Tom Sprawls	AYE
Mari Willis	AYE
Peggy Dean	AYE
David R. Turner	AYE

The foregoing ordinance was adopted on second and final approval on the 14th day of July, A.D., 2020, by the following vote:

Michael K. Shelton, Sr.	___
Dewey Bryant	___
Detra White	___
Tom Sprawls	___
Mari Willis	___
Peggy Dean	___
David R. Turner	___

Approved this the _____ day of _____, A.D., 2020.

David R. Turner, Mayor

ATTEST:

Norma Aguilar-Grimaldo, City Secretary

APPROVED AS TO FORM:

Natasha L. Brooks, City Attorney

**CITY OF ODESSA
CITY COUNCIL AGENDA ITEM**

Meeting Date:	07/14/2020	Item Type:
Contact:	Scott Anderson	Consent
Department:	Building Services	

Finance Committee Review? Yes

CAPTION

Consider the award for Professional Services to conduct the City of Odessa Facility Needs Assessment and Conceptual Planning.

SUMMARY OF ITEM

Consider award of a contract, in the amount of \$224,867, to Brinkley Sargent Wiginton Architects, Inc., for Professional Services to Conduct the City of Odessa Facility Needs Assessment and Conceptual Planning, consisting of the following:

Prepare mechanical, electrical, plumbing (MEP) and Architectural audits: City Hall, Municipal Plaza, Police/Municipal Court, 42nd Street Complex, Pool Road Complex (Public Works Facility).

Prepare architectural audits of the following City fire stations: Central Fire Station, Stations 2-8.

The plan will also provide a department review of future spacing needs as well as parking for staff and visitors at City departments.

FISCAL IMPACT? Yes

Fiscal Year:	FY19-20	Available Funds	Budget	Est / Actual Cost	Difference
Fund:	Supplemental	Total Project/Account:	\$224,867	\$0	\$224,867
Cost		Less Other Items:	\$0	\$0	\$0
		This Agenda Item:	\$224,867	\$0	\$224,867
Fiscal Note Attached:	ACTION NEEDED TO AMEND THE BUDGET				
		Appropriation Amount:		Transfer Amount:	

Appropriation By:

Comments:

Funds available as follows - Building Assessment Study - 51910100 52050 83405 - \$200,000
City Hall Renovations - 51620100 58100 83166 - \$24,867

Supporting Documents:	Other Departments, Boards, Commissions or Agencies:
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 Odessa - Entire Contract with Exhibits A-E 6-12-20.pdf	
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CITY OF ODESSA
FACILITY NEEDS ASSESSMENTS AND CONCEPTUAL PLANNING

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT made and entered into on the date last stated below between the **City of Odessa** hereinafter called "**CITY**", acting by and through Phillip J. Urrutia, Assistant City Manager, duly authorized to act on behalf of the CITY and **Brinkley Sargent Wiginton Architects, Inc.**, hereinafter called "**ARCHITECT**", acting by and through Dwayne Brinkley, duly authorized to so act on behalf of the ARCHITECT.

WHEREAS, the CITY desires PROFESSIONAL CONSULTING services in connection with a **CITY WIDE NEEDS ASSESSMENT STUDY** for the City of Odessa, Texas, hereinafter called the "**PROJECT**"; and

WHEREAS, the CITY has determined that the ARCHITECT has experience in the area involved in the Project and is qualified to perform the work, and the ARCHITECT is willing to enter into a contract with the CITY to perform the SERVICES desired by the CITY in connection with the PROJECT.

THE CITY AND ARCHITECT AGREE AS FOLLOWS:

The CITY hereby retains the ARCHITECT to perform a FACILITY NEEDS ASSESSMENT AND CONCEPTUAL PLANNING services in connection with the PROJECT described above.

1. SCOPE OF SERVICES

The scope of ARCHITECTURAL PROJECT PLANNING services to be performed by the ARCHITECT shall be as follows:

Task 1.1 Kick Off / Project Start-up

The general approach to the project will be to involve all stakeholders as determined by the City in the process. This includes dialogue during the facility audit, needs assessment process, as well as recommendations coming out of the process. The process will be one of documenting existing conditions, forecasting future needs, and identifying renovation and expansion opportunities, cost projections and recommendation for a possible future bond. This will outline a long-range facilities master plan to guide facility improvements for the next 20 years. This will begin with a kickoff meeting as outlined below:

Meeting between Architect and City's Project Management Team. Below is an outline of topics to be covered:

- A. Team introduction and roles
- B. Project understanding & scope of services

- C. Project coordination for scheduling departmental meetings
- D. Discuss other relevant reports and clarify as needed
- E. Confirm Facilities and Departments included in report
- F. Review draft schedule
- G. Identify goals and objectives and how report will be used
- H. Identify City participants and decision makers
- I. Review decision making process
- J. Review of Peer Cities to be used for bench-marking purposes.

The GOAL of this project is to provide options for maximizing the benefit of improvement dollars through careful analysis of present conditions and future needs.

Task 1.2 Develop Needs Assessment

Architect will project needs based upon City growth at 5, 10 and 20 year milestones. Consultant will review and organize this information in preparation for conducting staff interviews. These interviews with Key Staff members will review data collected concerns, and review questionnaire information and adjust as needed. Consultant will also use these interviews to observe department's location, physical and function condition and assess the utilization of their current facilities. This information will be updated during subsequent visits with Departments. Departments included in study are as follows:

- | | |
|--|---|
| 1. Billing & Collection | 19. Downtown Odessa |
| 2. Building Inspection | 20. GIS |
| 3. City Manager's Office | 21. Information Technology |
| 4. City Secretary | 22. Keep Odessa Beautiful |
| 5. Development Services | 23. Non-Profits: Odessa Links, Hispanic Chamber |
| 6. Engineering | 24. PIO |
| 7. Finance | 25. Utilities (Administration) |
| 8. Human Resources | 26. Municipal Court |
| 9. Legal | 27. Teen Court |
| 10. Planning & Zoning | 28. Police Department |
| 11. Public Works (Administration) | 29. Parks & Recreation |
| 12. Purchasing | 30. Purchasing Warehouse |
| 13. Stormwater | 31. Recycling Center |
| 14. Street (Administration) | 32. Solid Waste |
| 15. Traffic Engineering (Administration) | 33. Utilities |
| 16. Code Enforcement | 34. Pool Road Building Services |
| 17. Community Development | 35. Equipment Services |
| 18. Dispatch | 36. Street |
| | 37. Traffic Engineering |

- A. Data Collection – This phase is centered on information/data collection from departments included in Study. A **questionnaire** will be developed to assist in creating this baseline

information. Items included in questionnaire shall include:

- A. Mission Statement
- B. Departmental Function
- C. Current and Historic staffing patterns
- D. Current space allocation
- E. Challenges and needs of departments
- F. Functional relationship within department
- G. Desired adjacencies to other City departments
- H. Amount and type of Citizen/Visitor Interaction
- I. Storage needs
- J. Thoughts on impact of population growth on staffing
- K. Current technology utilized in operations
- L. Parking needs (Staff, City owned and visitor)

- B. On-Site Staff Meeting Two and Three – Architect will conduct an initial on site meeting to review data provided as well as review the physical space occupied by each department. The existing space will be reviewed and documented. Following meetings with all departments, the Architect will review status of findings with City’s Project Management Team.
- C. Video/Conference Staff Meeting Four and Five – Architect will conduct a second meeting to further review staff projections and resultant square footage needs based upon approved space standards. Adjustments will be made as necessary to reflect decisions reached in meetings. Following these meetings, the Architect will review status of the study including preliminary staffing and square footage projections with City’s Project Management Team.
- D. Video/Conference Staff Meeting Six and Seven – Architect will conduct a third meeting with each department to refine calculations and review written description of each department’s operational procedures and requirements. Architect will seek confirmation of information presented from each department at this time. Parking needs for each department will also be quantified.
- E. On-Site Meeting Eleven – Architect will meet with City’s Project Management Team to review and confirm final projected staffing, square space needs in terms of space descriptions with square footages and operational considerations.
- F. Final Space and Parking Needs Report – We will take the comments from our meetings and modify the report as necessary to meet the requirements of the City.

Reference **Exhibit A** for more detailed description of tasks.

Recommendations shall be comprehensive in their inclusion of relevant factors impacting growth and delivery of public services, such as emerging technological efficiencies, transparency/public empowerment, changing perspectives of what constitutes office/workplace environment, and centralization vs. fragmentation of service delivery.

Task 1.3 Facility Audits

Building audits will define envelope deficiencies, MEP life expectancies of systems, maintenance needs and general descriptions of existing building conditions. The City will provide as-built drawings in electronic CAD format of all 13 buildings.

Prepare Mechanical, Electrical, Plumbing and Architectural Audits of the following City Buildings:

- A. City Hall – 411 W. 8th Street (50,532 s.f.)
- B. Municipal Plaza – 119 W. 4th Street (40,000 s.f.)
- C. Police/Municipal Court – 201 N. Grant Avenue (86,868 s.f.)
- D. 42nd Street Complex – 1100 W. 42nd Street (62,407 s.f.)
- E. Pool Road Complex (Public Works Facility) – 801 E. Pool road (23,800 s.f.)

Prepare Architectural Audits of the following City Fire Stations (No MEP audit):

- F. Odessa Fire Rescue (Central Fire Station) – 1100 W. 2nd St.
- G. Fire Station No. 2 – 1801 E. Murphey St.
- H. Fire Station No. 3 – 5151 E. University Blvd.
- J. Fire Station No. 4 – 2616 N. Golder Ave.
- K. Fire Station No. 5 – 7155 Eastridge Rd.
- L. Fire Station No. 6 – 3414 Brentwood Dr.
- M. Fire Station No. 7 – 2425 W. 16th St.
- N. Fire Station No. 8 – 301 E. Yukon Rd.

Texas Accessibility Standards Review, Structural and Environmental Assessments will not be required. City Facility Maintenance Staff will be available during tours to review recent maintenance efforts and anticipated maintenance updates as well as provide access throughout the buildings.

Task 1.4 Conceptual Building Analysis

Utilizing the final space and parking needs, the Architect will review the following buildings for conceptual analysis meeting City desired Departmental adjacencies and 20 year needs:

- A. City Hall – 411 W. 8th Street (50,532 s.f.)
- B. Municipal Plaza – 119 W. 4th Street (40,000 s.f.)
- C. Police/Municipal Court – 201 N. Grant Avenue (86,868 s.f.)
- D. 42nd Street Complex – 1100 W. 42nd Street (62,407 s.f.)
- E. Pool Road Complex (Public Works Facility) – 801 E. Pool road (23,800 s.f.)

The City will provide as-built drawings in electronic CAD format of all five buildings for Architects use. This analysis will be strictly limited to showing the available square footage at each building versus the total area required in the future based upon the needs study. The existing sites for each building will also show the total parking needs in the future based upon the study.

Reference **Exhibit A** for more detailed description of tasks.

Task 1.5 Council Presentations

Revise final documents based upon meeting with City staff. Present the results of the study, in conjunction with City staff, to City Council

Task 1.6 Final Deliverables

- A. Executive Summary of Report
- B. Written Narrative describing the Needs Assessments and decision making process
- C. 10 and 20 year Space Needs for departments outlined in Task 1.2
- D. Parking needs for all departments
- E. Conceptual Site Plans to meet parking needs

1.7 Optional Services

As required or upon request, the Consultant shall provide additional services including, but not limited to, the following in conjunction with this project. This work would be performed on an hourly basis after approval of City.

- A. Development of as-built drawings.
- B. Site Analysis and budgeting for existing buildings to meet City needs.
- C. Other approved specialized Professional Services as required in conjunction with this project.

2. CITY'S RESPONSIBILITIES

So as not to delay the services of ARCHITECT, the CITY shall do the following in a timely manner:

2.1 Provide Existing Data

- A. Organizational chart for all Task 1.2 Departments and overall city organizational chart
- B. As-built electronic CAD drawings of Task 1.3 Buildings A through N
- C. Count of city vehicles
- D. Future Population projections utilized by city
- E. Comparable cities utilized in the past by City for staffing/compensations comparisons
- F. Provide City staff hiring increases over each of the past 10 years
- G. Any goals statement for the city

Existing data delivered to the ARCHITECT by the CITY remains the property of the CITY and must be returned to the CITY after completion of the PROJECT.

2.2 Provide Access

Arrange for access to, and make all provisions for, ARCHITECT or ARCHITECT'S Subconsultants to perform services under this AGREEMENT.

2.3 CITY Representative

CITY shall designate a representative to act as the contact person on behalf of the CITY.

3. SCHEDULE

3.1 Schedule

The ARCHITECT'S services shall be performed in a timely manner consistent with sound professional practices. Based upon timely response by the city to required information, availability of meeting times and review time, the Architect will conform to **Exhibit D** schedule. **Schedule will proceed upon receipt from City of all Task 1.2 A Questionnaires.**

The time limits set forth in the schedule include allowances for reasonable and expected review time by the CITY and approval by authorities having jurisdiction over the PROJECT, and shall not be allowed as cause for delay or adjustments to the schedule. Any adjustments made to the agreed upon schedule shall be made in writing and acceptable to both parties.

The ARCHITECT shall issue task 1.2 A Department Questionnaires within 10 days of receipt of the executed CONTRACT.

3.2 Completion of Services

ARCHITECT'S services under each item of the finalized Scope of Work shall be considered complete on the date when the Final Report has been accepted by CITY.

4. ADJUSTMENTS TO PROJECT SCOPE OF WORK

4.1 Changes

If the CITY requests significant modifications or changes in the Scope of Services, general scope, extent or character of the PROJECT, the time of performance of ARCHITECT'S services, the various rates of compensation and schedule shall be adjusted equitably.

4.2 Written Authorization for Additional Work

Any provision in this CONTRACT notwithstanding, it is specifically understood and agreed that the ARCHITECT shall not authorize or undertake any work pursuant to this CONTRACT which would require the payment of any fee, expense or reimbursement in addition to the fees stipulated in Section 4. (Payment for Services) of this CONTRACT, without first having obtained written authority to do so from the CITY.

5. PAYMENT FOR SERVICES

5.1 Basis and Amount of Compensation for Services

Architectural Services and Compensation as well as Consultant Compensation are attached in **Exhibit A**. All Architectural services will be billed hourly per **Exhibit C** Rates to a maximum fee as established in **Exhibit A**.

Reimbursable Expenses shall mean the actual expenses incurred by ARCHITECT in the interest of the PROJECT for communications, travel, reproduction of reports, drawings, and similar PROJECT-related items. Reimbursable expense includes printing of 5 draft reports, 5 final reports and an electronic disk of report.

Expenses include printing, photographs, facsimile transmissions, copies, and travel related to project. These costs shall be reimbursed at 1.10 times direct expense and shall be established at a maximum as shown on **Exhibit B**. Budget will not be modified without written approval of owner.

Total Fees and Reimbursable Costs for this Project:

Professional Fees:	\$204,660
Reimbursable Costs:	<u>\$20,216</u>
Total	\$224,876

5.2 Basis and Amount of Compensation for Additional Services

Additional scope to be defined and a fixed fee developed for that scope.

5.3 Partial Payments for Services

Partial fee payments may be applied for on monthly intervals, based upon statements, which reflect the hours spent during that month for the various items listed under Scope of Services, Reimbursable Expenses and Additional Services. These statements shall be prepared by the ARCHITECT and must be verified and approved by the CITY.

5.4 Delay

If ARCHITECT'S design services are delayed or suspended in whole or in part by the CITY for more than one year for reasons beyond ARCHITECT'S control the various rates of compensation, including Additional Services, provided for elsewhere in this CONTRACT shall be subject to equitable adjustment.

6. TERMINATION, SUSPENSIONS OR ABANDONMENT

6.1 Termination

The CITY or the ARCHITECT may terminate this CONTRACT for reasons identified elsewhere in this CONTRACT. In the event such termination becomes necessary, the party effecting termination shall so notify the other party, and termination will become effective thirty (30) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefor, the CITY shall within thirty (30) calendar days of termination remunerate ARCHITECT for services rendered and costs incurred, in accordance with the ARCHITECT'S prevailing fee schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination. All plans, field survey, and other data related to the PROJECT shall become the property of CITY upon termination of the CONTRACT and shall be promptly delivered to the CITY in a reasonably organized form. Should CITY subsequently contract with a new Architect for continuation of services on the PROJECT, ARCHITECT shall cooperate in providing information. No amount shall be due for lost or anticipated profits.

6.2 Suspension

If the Project is suspended by the CITY for more than 30 consecutive days, the ARCHITECT shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the ARCHITECT'S compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the ARCHITECT'S services.

6.3 Abandonment

This CONTRACT may be terminated by the CITY upon not less than seven (7) days written notice to the ARCHITECT in the event that the Project is permanently abandoned. If the Project is abandoned by the CITY for more than ninety (90) consecutive days, the ARCHITECT or the CITY may terminate this CONTRACT by giving written notice.

6.4 Failure to Pay

Failure of the CITY to make payments to the ARCHITECT in accordance with this CONTRACT shall be considered substantial nonperformance and cause for termination.

If the CITY fails to make payment to ARCHITECT within thirty (30) days of a statement for services properly performed, the ARCHITECT may, upon fourteen (14) days written notice to the CITY, suspend performance of services under this CONTRACT. Unless ARCHITECT receives payment in full within fourteen (14) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services under this section, the ARCHITECT shall have no liability to the CITY for delay or damage caused the CITY because of such suspension of services.

7. GENERAL CONSIDERATIONS

7.1 Professional Standards

Services performed by the ARCHITECT under this CONTRACT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. The ARCHITECT shall comply with the applicable laws and rules of the current "Texas ARCHITECTURAL Practice Act". The CITY's approval, acceptance, use of or payment for all or any part of the ARCHITECT'S services herein under or of the project itself shall in no way alter the ARCHITECT'S obligations or the CITY'S rights thereunder.

7.2 Progress and Performance

The provisions of this CONTRACT and the compensation to ARCHITECT have been agreed to in anticipation of continuous and orderly progress through the completion of the ARCHITECT'S services. Time for performance shall be extended to the extent necessary for delays due to circumstances over which the ARCHITECT has no control. If the ARCHITECT'S services are suspended or delayed the times of performance shall be extended to the extent of such delay or suspension. A delay or suspension shall not terminate this CONTRACT unless ARCHITECT elects to terminate in accordance with the provisions of Section 5 of this CONTRACT. If a delay or suspension extends for a period of greater than one year for reasons beyond the control of the ARCHITECT, the fees and rates of compensation set forth in Section 4 shall be subject to re-negotiating.

7.3 City Control

It is understood and agreed that the CITY shall have complete control of the services to be rendered, and that no work shall be done under this CONTRACT until the ARCHITECT is instructed to proceed with the work.

7.4 Independent Agent

ARCHITECT and CITY agreed that ARCHITECT and any officer, employee or agent of ARCHITECT, in the performance of this CONTRACT shall act in an independent capacity and not as an officer, agent or employee of the CITY.

7.5 Compliance with Laws

ARCHITECT shall comply with all Federal, State, and local laws and ordinances in the execution of all work in connection with this PROJECT.

7.6 No Additional Work Without Authorization

Any provision in the CONTRACT notwithstanding, it is specifically understood and agreed that the ARCHITECT shall not authorize or undertake any work pursuant to this CONTRACT, which would require the payment of any fee, expense or reimbursement in addition to the fee stipulated in Article 4 of this CONTRACT, without having first obtained specific written authority therefor from the CITY.

7.7 Assignment & Subcontracting

This CONTRACT shall not be assigned or subcontracted in whole or part without the written consent of the CITY.

8. INSURANCE

ARCHITECT will provide a \$2,000,000 professional liability E & O policy.

ARCHITECT shall also maintain insurance that will protect him from claims under the Worker's Compensation Act (statutory amounts).

ARCHITECT shall furnish CITY with copies of said policies or certificates evidencing such coverage.

9. PROPERTY

All documents, shall become the property of the CITY. The ARCHITECT may retain copies of all documents. Any reuse of the documents shall conform to The Texas ARCHITECTURAL Practice Act.

10. GOVERNING LAW

This CONTRACT has been made under and shall be governed by the laws of the State of Texas. The parties agree that the performance and all matters related thereto shall be in Ector County, Texas.

11. COMPLAINTS AND GRIEVANCES

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as Architects in Texas. Texas Board of Architectural Examiners, P. O. Box 12337, Austin, Texas 78711-2337, telephone (512) 305-9000, fax (512) 305-8900, internet web site: www.tbae.state.tx.us.

12. SCOPE OF THE AGREEMENT

This Agreement represents the entire and integrated Agreement between the City and the Architect and supercedes all prior negotiations, representations or Agreements, either written

or oral. This Agreement may be amended only by written instrument signed by City and Architect.

This Agreement is comprised of the following documents listed below.

1. Contract for Professional Services (11 pages)
2. Exhibit A – Project Task Plan and Compensation (2 pages)
3. Exhibit B – Reimbursable Cost Budget
4. Exhibit C – BSW Billing Rates (2019)
5. Exhibit D – Project Schedule
6. Exhibit E – MEP Proposal (HCE)

IN WITNESS WHEREOF, the parties have executed this CONTRACT the _____ day of _____, 2020.

CITY OF ODESSA

**BRINKLEY SARGENT WIGINTON
ARCHITECTS, INC.**

By: _____

By: _____
Harold E Sargent, AIA, President

Title: _____

Date: _____

Attest: _____

Title: _____

Exhibit A
Odessa City Wide Facility Study
Project Task Plan & Compensation

	Needs Assessment
	Building Audits
	Final Report

Professional Fees										
Item No.	Task	Description	Senior Principal	Senior Programmer	Strategic Planner	Principal	Architect	Designer		Total Cost
			\$280	\$155	\$170	\$215	\$150	\$100		
1	1.1	Develop Department Questionnaires and Initial Information Requests		12						\$ 1,860.00
2	1.1	Prepare Initial Meeting Format		16		4		10		\$ 4,340.00
3	1.1	Kick-Off Meetings - City Management Staff		3	3	3				\$ 1,620.00
4	1.2	Document Meeting & Generate Meeting Two Data		48	12	8	30	6		\$ 16,300.00
5	1.2	Meeting Two - Departments Round One		20	20	20				\$ 10,800.00
6	1.2	Document Meeting Two		40	10	8	38	20		\$ 17,320.00
7	1.2	Meeting Three - Departments Round One	20	20	20					\$ 12,100.00
8	1.2	Document Meeting Three	4	24	10	6		24		\$ 10,230.00
9	1.2	Meeting Four - Departments Round Two		11	11	11				\$ 5,940.00
10	1.2	Document Meeting Four		24	15		10	20		\$ 9,770.00
11	1.2	Meeting Five - Departments Round Two	11	11	11					\$ 6,655.00
12	1.2	Document Meeting Five	8	20				10		\$ 6,340.00
13	1.2	Meeting Six - Departments Round Three		11		11				\$ 4,070.00
14	1.2	Document Meeting Six		18		2		10		\$ 4,220.00
15	1.2	Meeting Seven - Departments Round Three	11	11						\$ 4,785.00
16	1.2	Finalize Needs Assessments		32				12		\$ 6,160.00
17	1.2	Finalize Parking Needs		16						\$ 2,480.00
18	1.3	Generate Revit Documents from City Provided As-Builts					16	18		\$ 4,200.00
19	1.3	Meeting Eight Audit Review of Fire Stations				20				\$ 4,300.00
20	1.3	Develop Architectural Report of Fire Stations				12				\$ 2,580.00
21	1.3	Meeting Nine MEP/Architect Review of Buildings				20				\$ 4,300.00
22	1.3	Meeting Ten MEP/Architect Review of Buildings				20				\$ 4,300.00
23	1.3	Document Building Conditions				32				\$ 6,880.00

Professional Fees										
Item No.	Task	Description	Senior Principal	Senior Programmer	Strategic Planner	Principal	Architect	Designer		Total Cost
			\$280	\$155	\$170	\$215	\$150	\$100		
24	1.2, 1.3 & 1.4	Meeting Eleven Review Final Needs and Audits with City	8	8	8					\$ 4,840.00
25	1.3	MEP Consultant Exhibit E								\$ 30,500.00
26	1.5	Develop Council Presentation		20		2				\$ 3,530.00
27	1.5	Meeting Twelveth Final Council Presentation		8	8	8				\$ 4,320.00
28	1.6	Complete Final Report	4	48	8					\$ 9,920.00
Total Professional Fees										\$ 204,660.00

Exhibit B
Odessa City Wide Facility Study
Reimbursable Costs Budget

Meeting	Days	Staff	Airfare	Parking	Drive/Tolls DFW	Drive/Tolls Waco	Hotel	Meals	Car	Total Cost
			\$325	\$18	\$48	\$148	\$212	\$40	\$210	-
1	1	3	\$0	\$0	\$0	\$0		\$0	\$0	\$0
2	3	3	\$975	\$162	\$96	\$148	\$1,272	\$240	\$600	\$3,493
3	3	3	\$975	\$162	\$96	\$148	\$1,272	\$240	\$600	\$3,493
4	2	3	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5	2	3	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
6	2	2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
7	2	2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
8	3	1	\$325	\$54	\$48		\$424	\$120	\$600	\$1,571
9	3	2	\$650	\$108	\$96		\$848	\$200	\$420	\$2,322
10	3	2	\$650	\$108	\$96		\$848	\$200	\$420	\$2,322
11	1	4	\$1,300	\$54	\$72	\$148		\$80	\$210	\$1,864
12	1	3	\$975	\$162	\$96	\$148		\$60	\$210	\$1,651
Copy/Fax/Printing										\$3,500
Total Reimbursables										\$20,216

EXHIBIT C

ODESSA CITY WIDE STUDY

BRINKLEY SARGENT WIGINTON ARCHITECTS

**BILLING RATES
2019**

<u>TITLE</u>	<u>RATE/hr.</u>
Senior Principal	280.00
Principal/Project Manager	215.00
Project Architect II	170.00
Strategic Planner	170.00
Senior Designer	160.00
Project Architect I	145.00
Staff Architect	140.00
Architectural Designer III	130.00
Architectural Designer II	100.00
Architectural Designer I	75.00
Construction Administrator	160.00
Senior Interior Designer	135.00
Interior Designer	120.00
Senior Programmer	155.00
Senior Planner	120.00
Administration	80.00

Billing Rates are reviewed by Architects yearly. Rates are subject to adjustment July 1st of each year

MEP/ENERGY CONSULTANTS



115 East Main Street

COMMISSIONING • FIELD INVESTIGATIONS

Round Rock, Texas 78664

PH: (512) 218-0060

FAX: (512) 218-0077

3-18-2020

Brinkley Sargent Wiginton Architects
5000 Quorum
Ste. 500
Dallas, Texas 75254

ATTN: Hal Sargent

RE: Odessa City Wide Building Audit Assessment

This letter of proposal is for Professional MEP Engineering services for the referenced project. The fee will be based on this scope description. This agreement is between HCE, herein known as the Engineer and BSW Architects, herein known as the Architect. This Fee assumes 2 trips to site, 2-3 days per trip.

We are pleased to submit this letter of agreement for mechanical, plumbing and electrical engineering to include:

- 1. Scope of MEP work: Provide a general overview of the building's existing mechanical (HVAC) systems, electrical (lighting and power) systems, electric services, and plumbing systems to provide general assessment of their current conditions and an opinion of projected life for the facilities listed below.
 - a. City Hall:.....50,532 Square Feet
 - b. Municipal Plaza: 46,000 Square Feet
 - c. Police & Municipal Court Buildings:..... 86,868 Square Feet
 - d. 42nd Street Complex (Public Works Facility):..... 62,407 Square Feet
 - e. Pool Road Complex (Public Works Facility):..... 23,800 Square Feet

Total Building Area: 269,607 Square Feet

Items **not** included in base fee:

- A. Detailed cost estimating services or independent cost estimating by a third party.
- B. Energy/Utility modeling of the building.
- C. Printing costs. HCE to provide originals only for printing purposes at various phases.
- D. Travel and Lodging
- E. 3rd trip for Walking with contractor for contractor to produce estimates.

For these services we propose lump sum fee of **\$30,500.00**

As is standard, all Cad files with backgrounds and title blocks are to be furnished by the Architect. Per Architect, expenses are included in their contract.

Billing will be according to the percentage of completion of the project using the same percentages as the Architect.

In the event of termination of the project, the Engineer shall be compensated for all services performed up to the termination date based on the percentage of completion.

Payments are due 30 days from invoice date. Late payments will bear interest at the rate of 1-1/2% per month, compounded monthly or the highest allowed by law.

Any requested additional services will be billed hourly at the following rate schedule:

ENGINEERING SERVICES	RATE
PRINCIPAL	\$220.00
SR. ENGINEER	\$185.00
ENGINEER (P.E.)	\$160.00
ENGINEER (EIT)	\$150.00
PROJECT MANAGER	\$150.00
SR. DESIGNER	\$120.00
COMPUTER AIDED DESIGNER	\$ 90.00
DESIGNER I	\$ 80.00
ADMINISTRATIVE/CLERICAL	\$ 70.00

Engineer will maintain a professional E & O Policy with minimum \$1,000,000 coverage during the term of the project.

The terms of this proposal are subject to change if not accepted within 30 days.

If this proposal is acceptable with you, we ask you to help us in complying with our Professional Liability Company's request to have signed contracts on all projects by signing and returning this proposal to us in a prompt manner. We will then execute the agreement and send you a signed copy.

Your business is appreciated.

BSW Architects

HCE

BY: _____

BY: _____

DATE: _____
BJH/km

DATE: _____

**CITY OF ODESSA
CITY COUNCIL AGENDA ITEM**

Meeting Date:	07/14/2020	Item Type:
Contact:	JoAnn Samaniego	Consent
Department:	Purchasing	

Finance Committee Review? Yes

CAPTION

On July 9, 2019, City Council approved a contract with Fox Scientific of Alvarado, Texas for the purchase of lab supplies as required by the Lab Services Division. These consist of supplies and reagents used in routine water and waste water analysis for the City and outside the City contract samples.

Terms and conditions state that the contract may be renewed on an annual basis if agreed to in writing by both parties. Attached is the correspondence from the vendor agreeing to the renewal, there will be an average of a 2.79% increase in pricing per item.

Contract period: July 10, 2020 through July 10, 2021
Estimated Expenditure: \$61,000

Approval is recommended

SUMMARY OF ITEM

FISCAL IMPACT? Yes

Fiscal Year:	2020/2021	Available Funds	Budget	Est / Actual Cost	Difference
Fund:	Water/Sewer	Total Project/Account:	\$61,000	\$61,000	\$0
		Less Other Items:	\$0	\$0	\$0
		This Agenda Item:	\$61,000	\$61,000	\$0

Fiscal Note Attached: **ACTION NEEDED TO AMEND THE BUDGET**

Yes	Appropriation Amount:	Transfer Amount:
-----	-----------------------	------------------

Appropriation By:

Comments:

Supporting Documents:	Other Departments, Boards, Commissions or Agencies:
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 Lab Supplies - 2020 renewal.pdf	
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JoAnn Samaniego

From: Andrea Stewart <andrea.s@foxscientific.com>
Sent: Tuesday, June 23, 2020 9:14 AM
To: JoAnn Samaniego
Cc: Paisley Green
Subject: RE: Contract 19-7709-23 General Lab Supplies and Chemicals
Attachments: S1129157-0001_1750.pdf; Odessa 14-7709-08 renewal.pdf

Hi JoAnn,

Please see attached updated spreadsheet and quote for the renewal of 19-7709-23 (the spreadsheet has 14-7709-08).

I did add a column for both sheets that shows whether or not each item has been ordered from Fox in either 2019 or 2020.

Let us know if there is anything else you need.

Thanks,
Andrea

From: JoAnn Samaniego <jsamaniego@odessa-tx.gov>
Sent: Tuesday, June 16, 2020 4:59 PM
To: Andrea Stewart <andrea.s@foxscientific.com>
Cc: Paisley Green <paisleyg@foxscientific.com>
Subject: RE: Contract 19-7709-23 General Lab Supplies and Chemicals

Andrea,

This is what they want:

See attached. I made no additions (only subtractions) to the supplies list. For the chemicals list I added items 2, 21, 25, and 40. I also removed items from the chemicals list.

Thanks,
JoAnn

From: Andrea Stewart <andrea.s@foxscientific.com>
Sent: Tuesday, June 16, 2020 10:11 AM
To: JoAnn Samaniego <jsamaniego@odessa-tx.gov>
Cc: Paisley Green <paisleyg@foxscientific.com>
Subject: RE: Contract 19-7709-23 General Lab Supplies and Chemicals

Thank you, JoAnn. Please Cc: paisleyg@foxscientific.com when you send the list.

Thanks,
Andrea

From: JoAnn Samaniego <jsamaniego@odessa-tx.gov>
Sent: Tuesday, June 16, 2020 10:09 AM
To: Andrea Stewart <andrea.s@foxscientific.com>
Subject: RE: Contract 19-7709-23 General Lab Supplies and Chemicals

Andrea,

Yes we are interested in renewing, There were some items that Jason wanted to delete and some to add. I will send you the list of items that need to be added.

Thanks,
JoAnn Samaniego
Director of Purchasing
432.335.3252



From: Andrea Stewart <andrea.s@foxscientific.com>
Sent: Tuesday, June 16, 2020 8:52 AM
To: JoAnn Samaniego <jsamaniego@odessa-tx.gov>
Cc: Paisley Green <paisleyg@foxscientific.com>
Subject: RE: Contract 19-7709-23 General Lab Supplies and Chemicals

Hi JoAnn,

Just wanted to touch base on this renewal again. Is the City of Odessa planning on renewing this contract for another year?

Thanks,



Andrea Stewart
Product Sourcing

Phone: (800)369-5524 ext. 305
Fax: (817)783-3571
www.foxscientific.com

From: Sonia Murillo <smurillo@odessa-tx.gov>
Sent: Tuesday, June 09, 2020 11:08 AM
To: Paisley Green <paisleyg@foxscientific.com>

Cc: Andrea Stewart <andrea.s@foxscientific.com>; JoAnn Samaniego <jsamaniego@odessa-tx.gov>

Subject: RE: Contract 19-7709-23 General Lab Supplies and Chemicals

Hello,

I am no longer in the Purchasing Department but JoAnn Samaniego is the Director of Purchasing and she will be able to help.

Thank you

From: Paisley Green <paisleyg@foxscientific.com>

Sent: Tuesday, June 9, 2020 10:53 AM

To: Sonia Murillo <smurillo@odessa-tx.gov>

Cc: Andrea Stewart <andrea.s@foxscientific.com>

Subject: Contract 19-7709-23 General Lab Supplies and Chemicals

Importance: High

Hi,

I am just touching base in regards to this bid that is due to expire July 10, 2020. The City has the right to extend the contract up to 3 additional years. But the time to submit any mfg. price increase has expired? Please let us know how we are moving forward.

Sincerely,



Fox Scientific, Inc.
Chemicals
Laboratory Supplies
Equipment

Paisley Green
Marketing Manager

Phone: (800)369-5524 ext. 312
Fax: (817)783-3571
www.foxscientific.com

BID DETAIL SHEET
#14-7709-08

BIDDING FIRM: Fox Scientific, Inc.

SIGNATURE Andrew Steward

1.11 PRODUCT SPECIFICATIONS
CATEGORY I: GENERAL LAB SUPPLIES

Item	Quantity	Unit	Description	Required Bid Information			Ordered?
				Product #	Unit \$	Ext. \$	
1	2	ea	ISE probe, Ammonia, Orion 9512BNWP	9512BNWP*OR	\$642.60	\$1,285.20	Y
2	2	ea	pH probe, Orion 8104BN	8104BN*OR	\$425.85	\$851.70	Y
3	1	ea	ATC probe, Orion 927005MD	927005MD*OR	\$256.70	\$256.70	
4	12	pkg	Beaker, disposable, plastic, 10 mL, 1000/pkg, Fisher Scientific 08-732-119	D160-002*FX	\$42.23	\$506.76	Y
5	3	pkg	Beaker, PP, 100 mL, 100/pkg, 02-593-50B, Fisher Scientific 14-955-111B	B161-100	\$24.04	\$72.12	
6	1	pkg	Beaker, Griffin, 50 mL, 12/pkg, Fisher Scientific FB100100	BG1000-50*UN	\$29.85	\$29.85	
7	3	case	Beaker, Griffin, 150 mL, 48/case, Fisher Scientific FB100150	BG1000-150*UN	\$134.24	\$402.72	
8	1	case	Beaker, Griffin heavy duty, 250 mL, 48/case, Fisher Scientific 02-255-20A	BG1003-250*UN	\$326.60	\$326.60	
9	2	case	Beaker, Griffin heavy duty, 400 mL, 48/case, Fisher Scientific 02-555-20B	14005-400*KG	\$370.88	\$741.76	
10	10	pkg	Beaker, Griffin heavy duty, 1000 mL, 6/pkg, Fisher Scientific 02-555-20E		\$14.95	\$897.00	
11	10	pkg	Beaker, Griffin heavy duty, 2000 mL, 4/pkg, Fisher Scientific 02-555-20G		\$37.76	\$1,510.40	
12	8	case	BOD bottles, Wheaton, unnumbered 300 mL, 24/case, Fisher Scientific 02-926-26	227497-00*WS	\$267.41	\$2,139.28	Y
13	1	case	BOD bottle stoppers, robotic, 12/case, Wheaton 227670, Fisher Scientific 22-037004	227670*WS	\$43.20	\$43.20	
14	2	case	Bottle, Amber Glass Safety Coated with teflon lined cap, 4L, 4/case, Wheaton 220949	W220950*WS	\$74.74	\$149.48	
15	8	case	Bottle HDPE, Amber, 500 mL, 48/case, Nalgene 2106-0016, Fisher Scientific 02-924-22		\$19.09	\$610.88	
16	2	pkg	Bottle, wash, 250 mL, Nalgene 2402, 4/pkg, Fisher Scientific 03-409-10D		\$33.56	\$33.56	Y
17	4	pkg	Bottle, wash, 500 mL, Nalgene 2402, 4/pkg, Fisher Scientific 03-409-10E		\$48.22	\$96.44	Y
18	12	ea	Carboy, Rectangular, PC Clearboy with Closure, 2 gal., Fisher Scientific 02-961-55A	158-2111-OEM*FL	\$156.40	\$1,876.80	
19	1	ea	Cartridge, Easy Pure II Pretreatment, Barnstead D50230, Fisher Scientific 09-034-17	D50230*BT	\$116.80	\$116.80	Y

Item	Quantity	Unit	Description	Product #	Unit \$	Extd. \$	Ordered?
20	1	ea	Cartidge, Easy Pure II Organic free, Barnstead D50229, Fisher Scientific 09-034-16	D50229*BT	\$143.20	\$143.20	
21	1	ea	Cartidge, Easy Pure Ultra Pure, Barnstead D50233, Fisher Scientific 09-050-16	D50233*BT	\$114.40	\$114.40	Y
22	4	case	Containers, multi-purpose, translucent, 16 oz., Fisher Scientific 14-955-117A	BMP-CN-806*BP	\$63.86	\$255.44	
23	1	case	Crucible, Gooch, perforated bottom, 40 ml, 18/cs, Coors 60151	JGC050*UN	\$141.06	\$141.06	
24	2	case	Crucible, porcelain, w.f., 50 mL, 24/case, Coors 60137	JCL050*UN	\$148.80	\$297.60	Y
25	2	case	Crucible, porcelain, w.f., 100 mL, 24/cs, Coors 60138	JCL100*UN	\$208.44	\$416.88	Y
26	1	case	Cylinder, Serialized Class A, 50 mL, 6/case, Kimax 20026-50, Fisher Scientific 08-548-C	20026-50*KG	\$479.58	\$479.58	
27	2	case	Cylinder, Serialized Class A, 100 mL, 6/case, Kimax 20026-100, Fisher Scientific 08-548-D	20026-100*KG	\$532.02	\$1,064.04	Y
28	1	case	Cylinder, Serialized Class A, 250 mL, 4/case, Kimax 20026-250, Fisher Scientific 08-548-E	20026-250*KG	\$384.81	\$384.81	
29	1	ea	Cylinder, Serialized Class A, 500 mL, Kimax 20026-500, Fisher Scientific 08-548-F		\$450.36	\$450.36	
30	1	ea	Cylinder, Serialized Class A, 1000 mL, Kimax 20026-1000, Fisher Scientific 08-548-G		\$277.28	\$277.28	
31	1	case	Dish, evaporating 250 mL, Coors 60202	JED250*UN	\$161.82	\$161.82	
32	6	ea	Filter, 0.2 micron for Barnstead Easy Pure, Barnstead D3750	D3750*BT	\$73.50	\$441.00	
33	8	pkg	Filter, glass microfiber, Whatman 934-AH, 2.4 cm, 100/pkg, Fisher Scientific 09-873B	1827-024*WH	\$25.43	\$203.44	Y
34	70	pkg	Filter, glass microfiber, Whatman 934-AH, 3.2 cm, 100/pkg, Fisher Scientific 09-873BB	1827-032*WH	\$32.62	\$2,283.40	Y
35	10	pkg	Filter paper, Whatman # 1, 15 cm, Fisher Scientific 09-805G	1001-150*WH	\$23.26	\$232.60	
36	1	case	Flask, Erlenmeyer, 125 mL, 48/case, Fisher Scientific 10-040D	FG4980-125*UN	\$184.48	\$184.48	
37	1	pkg	Flask, with Quick-Release Hose Conn, 500 mL, 2/pkg, Kimble 27070500, Fisher Scientific 10-181-7C		\$264.45	\$264.45	
38	2	ea	Flask, with Quick-Release Hose Conn, 1000 mL, Kimble 270701000, Fisher Scientific 10-181-7D	27070-1000*KG	\$60.30	\$120.60	
39	4	ea	Flask, with Quick-Release Hose Conn, 2000 mL, Kimble 270702000, Fisher Scientific 10-181-7E	27070-2000*KG	\$104.46	\$417.84	
40	1	case	Flask, volumetric, Class A w/ pennyhead stopper, 100 mL, 12/case, Fisher Scientific 10-209D		\$21.90	\$262.80	
41	1	case	Flask, volumetric, Class A w/ pennyhead stopper, 500 mL, 12/case, Fisher Scientific 10-209G		\$235.08	\$470.16	
42	3	case	Flask, volumetric, Class A w/glass stopper, 1000 mL, 6/case, Fisher Scientific 10-209H		\$147.93	\$887.58	

Item	Quantity	Unit	Description	Product #	Unit \$	Extd. \$	Ordered?
43	6	ea	Glass Base, 47mm, Kontes # 953752-0001	953752-0001*KG	\$99.20	\$595.20	Y
44	6	ea	Glass Funnel, 300 mL, 47 mm, Kontes # 953751-0000	953751-0000*KG	\$65.88	\$395.28	Y
45	1	ea	Aluminum Clamp, 47 mm, Kontes # 953753-0000	953753-0000*KG	\$82.77	\$82.77	
46	2	pkg	Membrane filter 0.45 um, 47 mm, 200/pkg, Fisher Scientific 09-719-2E	A045H047Y*AD	\$82.47	\$164.94	
47	1	pair	Gloves, autoclave, 18", Fisher Scientific 11-394-298	132010001*BA	\$43.32	\$43.32	
48	1	case	Gloves, flocked, 14" cuff, Size 7, 12/cs, Fisher Scientific 11-392-33B	405427	\$50.39	\$50.39	
49	1	case	Gloves, flocked, 14" cuff, Size 8, 12/cs, Fisher Scientific 11-392-33C	405428	\$50.39	\$50.39	
50	1	case	Gloves, flocked, 14" cuff, Size 9, 12/cs, Fisher Scientific 11-392-33D	405429	\$50.39	\$50.39	
51	1	case	Gloves, flocked, 14" cuff, Size 10, 12/cs, Fisher Scientific 11-392-33E	405420	\$50.39	\$50.39	
52	10	case	Gloves, Safeskin Purple Nitrile, textured fingers, small, 10pk/cs, Fisher Scientific 19-149-863A	55081*KC	\$139.38	\$1,393.80	
53	15	case	Gloves, Safeskin Purple Nitrile, textured fingers, medium, 10pk/cs, Fisher Scientific 19-149-863B	55082*KC	\$139.38	\$2,090.70	Y
54	15	case	Gloves, Safeskin Purple Nitrile, textured fingers, large, 10pk/cs, Fisher Scientific 19-149-863C	55083*KC	\$139.38	\$2,090.70	Y
55	5	case	Gloves, Safeskin Purple Nitrile, textured fingers, XL, 10pk/cs, Fisher Scientific 19-149-863D	55084*KC	\$144.95	\$724.75	Y
56	1	ea	Safety matting, 30" x 100', Fisher Scientific 14-203B	404225-0004*DL	\$134.49	\$134.49	
57	8	case	Kimwipes, 12" x 12", 15/case, Fisher Scientific 06-666-1A	34133*KC	\$87.56	\$700.48	Y
58	4	ea	Parafilm, 4" x 125', Fisher Scientific 13-374-10	PM996	\$28.01	\$112.04	Y
59	1	pkg	Pens, Manomark, Manostat #66-150-000, 12/pk, Fisher Scientific 13-385	133770001*BA	\$74.00	\$74.00	
60	3	case	pH Strips, EM colorplast 0-14 pH range, 100/pkg, 6 pkg/cs, EMD Millipore 95903		\$11.65	\$209.70	Y
61	10	case	pH Strips, EM colorplast 0-2.5 pH range, 100/pkg, 6 pkg/cs, EMD Millipore 95803		\$14.50	\$870.00	Y
62	1	case	Pipet, sterile, dispo, serological 10 ml, 500/cs, Fisher Scientific 13-678-27F	72105-10110*KG	\$207.17	\$207.17	
63	2	case	Pipet, Large tip opening serological, 5ml, 12/case, Fisher Scientific 13-671-108C	37034B-5*KG	\$170.55	\$341.10	
64	2	case	Pipet, Large tip opening serological, 10ml, 12/case, Fisher Scientific 13-671-108D	37034B-10*KG	\$175.00	\$350.00	
65	4	case	Pipet, Large tip opening serological, 25ml, 12/case, Fisher Scientific 13-671-108E		\$131.84	\$1,054.72	Y

Item	Quantity	Unit	Description	Product #	Unit \$	Extd. \$	Ordered?
66	10	pkg	Pipet, transfer 5 ml, dispo. 500/pkg, Fisher Scientific 13-711-5AM	336*SA	\$18.76	\$187.60	Y
67	50	ea	Scienceware, Spinbar Stirring bar, polygon, 1" x 3/8", Scienceware # 37120038	371200038*BA	\$5.94	\$297.00	Y
68	50	ea	Scienceware, Spinbar Stirring bar, polygon, 1 1/2" x 3/8", Scienceware # 371200112	371200112*BA	\$7.02	\$351.00	Y
69	50	ea	Scienceware, Spinbar Stirring bar, polygon, 2" x 3/8", Scienceware # 371200002	371200002*BA	\$9.45	\$472.50	Y
70	6	ea	Tape, Sterilizer indicator, 3/4", Fisher Scientific 11-889-11	SIT-340*SH	\$18.18	\$109.08	
71	2	pkg	Tubing, amber latex, 1/4" ID, 1/2" OD, 1/16" wall, 50/pkg, Fisher Scientific 14-178-2C	No bid			
72	1	pkg	Tubing, clear, 1/4" ID, 1/2" OD, 1/8" wall, 50/pkg, Fisher Scientific 14-169-7E	610855-08*DL	\$71.11	\$71.11	
73	1	pkg	Tubing, clear, 3/8" ID, 1/2" OD, 1/16" wall, 50/pkg, Fisher Scientific 14-169-7G	610855-12*DL	\$42.61	\$42.61	
74	20	pkg	Tubing, clear, 1/8" ID, 1/4" OD, 1/16" wall, 50/pkg, Fisher Scientific 14-169-7A	610855-02*DL	\$19.13	\$382.60	
75	4	ea	Ventguard Cap, Barnstead Ultra Pure, Barnstead CV703X4A	CV703X4A*BT	\$99.75	\$399.00	Y
76	2	pkg	Weigh boat, 2.5", 500/pkg, 02-202-101	D162-002*FX	\$19.58	\$39.16	
77	1	pkg	Weigh boat, 4", 500/pkg, 02-202-102	D162-003*FX	\$32.59	\$32.59	
				TOTAL	\$9,861.34	\$36,123.04	

BIDDING FIRM: Fox Scientific, Inc.

BID DETAIL SHEET
#14-7709-08

SIGNATURE: Andrew Stewart

1.11 PRODUCT SPECIFICATIONS
CATEGORY II: CHEMICALS & REAGENTS

Item #	Quantity	Unit	Description	Required Bid Information			Ordered?
				Product #	Unit \$	Extd. \$	
1	1	ea	Acetic acid, glacial, ACS, certified plus, 2.5 L, Fisher Scientific A38-212	A651-3*FX	\$44.04	\$44.04	Y
2	1	ea	Acetone, certified ACS, 4 L, Fisher Scientific A18-4	A501-4*FX	\$47.13	\$47.13	
3	1	ea	Ammonium chloride, certified ACS, crystals, 500 g, Fisher Scientific A661-500	A4485-500*AQ	\$20.02	\$20.02	
4	1	ea	Ammonium hydroxide, certified ACS plus, 2.5 L, Fisher Scientific A669-212	A751-3*FX	\$29.75	\$29.75	
5	1	ea	Ammonium molybdate, certified ACS, crystals, 500 g, Fisher Scientific A674-500	A4895-500*AQ	\$152.91	\$152.91	
6	1	ea	Ammonium persulfate, crystals, certified ACS, 500 g, Fisher Scientific A682-500	A5185-500*AQ	\$37.46	\$37.46	Y
7	1	ea	Antimony potassium tartrate, USP, 500 g, Fisher Scientific A867-500	No bid			
8	1	ea	Ascorbic acid, certified ACS, 100 g, Fisher Scientific A61-100	A8899-125*AQ	\$28.13	\$28.13	
9	5	ea	Calcium Chloride Standard, 1 L, Ricca 1780-32	1780-32*RC	\$28.59	\$142.95	Y
10	2	case	Cleanser, Liqu-Nox Detergent, 1 gal., 4/case, Fisher Scientific 16-100-126	1201*AX	\$212.52	\$425.04	Y
11	1	case	Cleanser, Alcotabs, 6/case, Fisher Scientific 16-000-120	1500*AX	\$162.35	\$162.35	
12	6	ea	Conductivity/TDS Standard, 1534uS, 32 oz., Ricca 2244.50-32	2244.50-32*RC	\$27.03	\$162.18	Y
13	1	ea	Dextrose, (d-Glucose) Anhydrous, certified ACS (f.w. 180.16), 500 g, Fisher Scientific D16-500	D2302-500*AQ	\$25.03	\$25.03	
14	2	ea	EDTA, 0.01M, 1 ml = 1 mg Ca CO ₃ , NIST traceable 20 L, Ricca 2700-5	2700-5*RC	\$101.49	\$202.98	Y
15	2	ea	EDTA, disodium salt, certified ACS, 100 g, Fisher Scientific S311-100		\$30.03	\$60.06	Y
16	1	ea	Ferrous ammonium sulfate, crystals, certified ACS 500 g, Fisher Scientific I77-500	F3002-500*AQ	\$84.46	\$84.46	
17	1	ea	L-(+)-Glutamic acid, certified (f.w. 147.13), 100 g, Fisher Scientific A125-100	G6901-100*AQ	\$44.81	\$44.81	
18	4	case	Hexane, 99.9% Optima, ACS, 4L, 6/case, Fisher Scientific H303-4		\$283.80	\$1,702.80	Y
19	4	ea	Hydrochloric acid, Trace Metal, certified ACS, 2.5L, Fisher Scientific A508-P212	H301-3*FX	\$69.44	\$277.76	Y
20	48	ea	ISA for Ammonia, 32 oz. Ricca 4128-32	4128-32*RC	\$39.05	\$1,874.40	Y
21	12	ea	Methanol, certified ACS, 4L, A412-4	M274-4*FX	\$43.99	\$527.88	

Item #	Quantity	Unit	Description	Product #	Unit \$	Extd. \$	Ordered?
22	2	ea	Nitric acid, Trace Metal, certified ACS, 2.5L, Fisher Scientific A509-P212	N302-3*FX	\$72.36	\$144.72	Y
23	3	ea	Nitrite Standard, 500 mL, Ricca 5460-16	5460-16*RC	\$54.61	\$163.83	Y
24	1	ea	Organic Carbon Standard, 1000 ppm, 500 mL, Ricca 1847-16	1847-16*RC	\$27.45	\$27.45	Y
25	1	ea	Oxalic Acid Dihydrate, Certified ACS, 500 g, Fisher Scientific A219-500	O9501-500*AQ	\$34.89	\$34.89	
26	2	ea	Phenolphthalein 1%, 120 mL		\$8.32	\$16.64	Y
27	1	ea	Phosphoric acid, certified ACS, 2.5 L, A242-212	P651-3*FX	\$93.10	\$93.10	Y
28	8	ea	Potassium Chloride Standard, 1413 uS, 1 L, Ricca 58881411-1A	R5888141-1A*RC	\$24.19	\$193.52	
29	1	ea	Potassium hydrogen phtahlate, ACS, primary standard, 100 g, Fisher Scientific AC424061000		\$28.45	\$28.45	
30	6	cs	Potassium iodide, certified ACS, granular, free-flowing, 3Kg, 4/cs, Fisher Scientific P410-3	P275-3*FX	\$1,536.60	\$9,219.60	Y
31	1	ea	Potassium permanganate, certified ACS, 500 g, Fisher Scientific P279-500	P157-2*FX	\$35.72	\$35.72	
32	4	ea	Potassium phosphate, monobasic, certified ACS, 3 Kg, Fisher Scientific P285-3		\$71.27	\$285.08	Y
33	8	ea	2-Propanol/Isopropyl Alcohol, certified ACS, 4L, Fisher Scientific A416-4	I500-4*FX	\$45.49	\$363.92	Y
34	1	pkg	Probe filling solution, Orion 810007, 5/pkg		\$11.80	\$59.00	Y
35	4	ea	Probe filling solution, Ammonia, Orion 951202	627-16*RC	\$24.86	\$99.44	
36	1	ea	Sodium hydroxide pellets, certified ACS, 3 Kg, Fisher Scientific S318-3		\$80.49	\$80.49	Y
37	1	ea	Sodium phosphate, dibasic, certified ACS, 3 Kg, Fisher Scientific S374-3		\$102.26	\$102.26	Y
38	1	ea	Sodium sulfate , anhydrous, certified ACS, 500 g, Fisher Scientific S421-500	S995-2*FX	\$40.95	\$40.95	
39	1	ea	Sodium thiosulfate, anhydrous, certified, 500 g, Fisher Scientific S446-500	S4040-500*AQ	\$26.89	\$26.89	
40	1	ea	Sodium thiosulfate pentahydrate, certified ACS, 500 g, Fisher Scientific S445-500	S3999-500*AQ	\$19.39	\$19.39	
41	2	ea	Sulfanilamide, certified, 100 g, Fisher Scientific O4525-100	RDCS1160-100B1*RC	\$31.15	\$62.30	Y
42	4	ea	Sulfuric acid, Trace Metal, ACS certified, 2.5 L, Fisher Scientific A510-P212	S301-3*FX	\$77.55	\$310.20	Y
43	2	ea	Sulfuric acid, 0.02N, certified, 20L, Fisher Scientific SA226-20	8200-5*RC	\$101.23	\$202.46	Y
44	3	ea	Water Hardness Buffer, 1 L, Ricca 9200-32	9200-32*RC	\$39.59	\$118.77	Y
			TOTAL		\$4,100.64	\$17,781.21	

**CITY OF ODESSA
CITY COUNCIL AGENDA ITEM**

Meeting Date:	07/14/2020	Item Type:
Contact:	Steve Patton	Consent
Department:	Parks And Recreation	

Finance Committee Review? Yes

CAPTION

Consider a Bid Award to CED / Energy Electrical Distribution in the amount of \$94,050.00 for the purchase of 19 mini power packs for Mckinney Park.

SUMMARY OF ITEM

The circuit breakers/ transformers at Mckinney Park are in much need of replacement. This bid award is for equipment only.They provide power to the lights at Starbright Village. This is a Buy Board Purchase. It is recommended award be made to CED Electrical Distribution of Odessa, Texas in the amount of \$94,050.00.

FISCAL IMPACT? Yes

Fiscal Year:	2019-2020	Available Funds	Budget	Est / Actual Cost	Difference
Fund:	Supplemental	Total Project/Account:	\$94,050	\$94,050	\$0
Cost		Less Other Items:	\$0	\$0	\$0
		This Agenda Item:	\$94,050	\$94,050	\$0

Fiscal Note Attached: **ACTION NEEDED TO AMEND THE BUDGET**

No	Appropriation Amount:	Transfer Amount:
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Appropriation By:

Comments:

Funds are available in the amount of \$94,050.00 in account 55210100-58000-83429

Supporting Documents:	Other Departments, Boards, Commissions or Agencies:
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purchase quote.pdf [

ENERGY ELECTRICAL DISTRIBUTION
 CED/ENERGY ELECTRICAL DISTRIBUTION
 1510 E 2ND STREET
 ODESSA TX 79761 USA
 TEL: (432)332-5758 FAX: () -
 CONTACT: PAT CARROLL

QUOTE FOR: CITY OF ODESSA
 ACCT: K3-16820 CITY OF ODESSA

BUYBOARD # 577-18
 P O BOX 4398
 ODESSA, TX 79760
 TEL: (432)337-7381

QUOTATION			PAGE 1
QUOTE # 1021489	DATE 06/16/2020	REV # 1	REV DATE 06/16/2020
QUOTE EXPIRES 07/16/2020		PREPARED BY PC	
SLS 0595		INSLs 1001	
FOB SHIPPING POINT		FREIGHT PREPAID	

CUST PO #
JOB NAME PARKS

LN	QTY	PRODUCT CODE	DESCRIPTION	PRICE	PER	EXT AMT
01	*	BUY BOARD # 577-18				
02	19	SQD MPZ30T2F	MINI PWR-ZONE DRY 3P 30KVA	4950.00	E	94050.00

MDSE: 94050.00 *
 TAX: 0.00
 TOTAL: 94050.00 **

PLEASE NOTE: This is not an offer to contract, but merely a quotation of current prices for your convenience and information. Orders based on this quotation are subject to your acceptance of the terms and conditions located at sales.our-terms.com, which we may change from time to time without prior notice. We make no representation with respect to compliance with job specifications.

**CITY OF ODESSA
CITY COUNCIL AGENDA ITEM**

Meeting Date:	07/14/2020	Item Type:
Contact:	Randy Brinlee	Regular
Department:	Planning	Ordinance; Hearing

Finance Committee Review? No

CAPTION

Open a public hearing to consider approval of the request by Stacey James and Donna Bell, owners, to rezone from Single Family-Two District (SF-2) to Neighborhood Services District (NS) on approx. 0.48 acre, Lots 18 and 19, Block 106, Crescent Park, Odessa, Ector County, Texas (southeast of the intersection of N. Grandview Ave. and Oakwood Dr.) (Ordinance -- First Approval)

SUMMARY OF ITEM

The property involved in this request is located southeast of the intersection of N. Grandview Ave. and Oakwood Dr. The site is currently zoned Single Family-Two (SF-2) and is occupied by single family residential development. Land use in the area consists of single-family residential and a mix of office/retail.

The applicants are Stacey James and Donna Bell, owners, and the purpose of the rezone request is to operate a children's clothing boutique.

The proposed rezone request is not contrary to the established land uses in the general area or the land use plan of the City of Odessa's Master Plan. The proposed zoning district is located between Office and Church uses and facing a main thoroughfare (Oakwood Dr.) in the area. Neighborhood Services would be a good compliment to the neighborhood. There are concerns over the space available for required parking. Parking will need to be addressed by providing rear access parking.

The Planning and Zoning Commission gave unanimous approval (5 members present) of this request to Neighborhood Services (NS).

FISCAL IMPACT? No

Comments:
The Planning Staff concurs with the Planning and Zoning Commission recommendation.

Supporting Documents:	Other Departments, Boards, Commissions or Agencies:
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Summary of property owners' response:



Response summary -- James - Bell.doc

Approval/protest cards:



Response cards -- James - Bell.pdf

Area zoning/notification map:



Zoning map -- James - Bell.pdf

List of uses allowed in a Neighborhood Services (NS) zoning district:



NEIGHBORHOOD SERVICE.doc

Planning & Zoning Commission memo:



P&Z Com -- James - Bell.doc

Proposed Ordinance:



RZ-003 - James - Bell.pdf

Planning & Zoning Commission
recommendation:
Unanimous approval (5-0) (07/02/2020)

SUMMARY OF RESPONSE TO NEIGHBORING PROPERTY OWNERS

Stacey James and Donna Bell

DATE OF NEWSPAPER PUBLICATION: June 22, 2020

NOTICES MAILED OUT: 19

NOTICES RETURNED: 0

NUMBER OF PROTESTS: 0

NUMBER OF APPROVALS: 2

DOES PROTEST REPRESENT 20% OF THE AREA WITHIN 200 FOOT RADIUS OF THE ZONING REQUEST? NO

***SEE ATTACHED NOTIFICATION MAP FOR APPROVAL AND PROTEST AREAS.**

DATE: 6/22/2020 CASE FILE NO. 2020-15-2

AS AN INTERESTED PROPERTY OWNER I PROTEST () OR APPROVE THE REQUESTED ZONING AMENDMENT REPRESENTED BY THE ABOVE FILE NUMBER BECAUSE:

(Please mark either of the responses and give the reasons for your views, and complete the following if known:)

SUBDIVISION: Crescent Park BLK. NO. 87 LOT NO. 9
ADDRESS: 2403 Oakwood
SIGNATURE OF OWNER: [Signature]
PRINTED NAME: Roger Swift

DATE: t -43-9vôðCASE FILE No.Đ°DD Is-7 --

AS AN INTERESTED PROPERTY OWNER I PROTEST () OR APPROVE THE REQUESTED ZONING AMENDMENT REPRESENTED BY THE ABOVE FILE NUMBER BECAUSE:

(Please mark either of the responses and give the reasons for your views, and complete the following if known:)

SUBDIVISION: Crescent Park BLK. NO. 107 LOT NO. 2
ADDRESS: 2402 Cambridge Odessa Tx
SIGNATURE OF OWNER: [Signature]
PRINTED NAME: William Taylor WLT Properties

SF-3

LOTS 6-7 & S 55 OF LOT 5
LESS 3684.8 SQ FT

(87)
A
10
9
SF-2

(88)

1200 Redbud Ave

2400

Oakwood Dr

Oakwood Dr 2400

2400

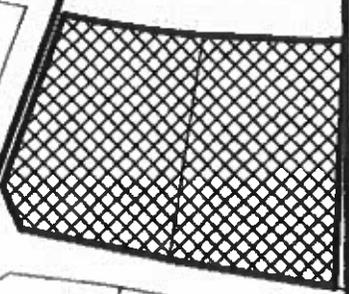
O

(106)

PART OF LOT 15
2F-1
S PART OF LOT 15 &
N 12.5 OF LOT 14

(106) 1
LOT 2 LESS S 41.92
LOT 20 REPLAT
OF LOT 2
S 4 OF LOT 2 &
LOT 3 LESS S 50
S 50 of LOT 3

16-17
4-F
(106)



4 5 (106) 6 7 8 9

SPD

2 3
A
(107)

SF-3



1 inch = 100 feet

Beechwood St 2400

NEIGHBORHOOD SERVICE

The following uses are allowed in the Neighborhood Service (NS) District:

PRIMARY RESIDENTIAL USES (14-2-2.1)

Single Family Dwelling Detached

ACCESSORY AND INCIDENTAL USES (14-2-2.2)

Accessory Building or Use (Residential)

Accessory Building or Use (Business or Industry)

Beauty Shop -- One Chair Accessory Use

Garage or Estate Sale Accessory Use

Home Occupation

Off-Street Parking Required for Primary Use

Swimming Pool (Private)

Temporary Field Office, Construction Yard or Office (Subject to temporary permit issued by Building Official)

UTILITY AND SERVICE USES (14-2-2.3)

Electrical Substation (High Voltage Bulk Power)

Electrical Transmission Line (High Voltage)

Fire Station or Similar Public Safety Building

Gas Line and/or Regulating Station

Library, Public

Local Utility Line

Municipal Office Building or City Hall

Wireless Communications Systems (by Specific Use Permit)

Sewage Pumping Station

Storm Water Retention Basin or Pumping Station

Telephone Business Office

Telephone Exchange--Switching, Relay or Transmitting Station Only

Water Reservoir, Water Well or Pumping Station

Water Stand Pipe and Elevated Storage Tank

Water Treatment Plant

RECREATIONAL AND ENTERTAINMENT USES (14-2-2.4)

Country Club (Private)

Golf Course (Commercial) (by Specific Use Permit)

Park or Playground (Public)

Park or Playground (Other Than Public)

Swim or Tennis Club (by Specific Use Permit)

(Neighborhood Service -- Cont.)

Page 2

EDUCATIONAL, INSTITUTIONAL & SPECIAL USES (14-2-2.5)

Cemetery or Mausoleum (by Specific Use Permit)

Church or Rectory

Convent or Monastery

Day Care Center

Home for Senior Citizens or Nursing Home

Hospital, Acute Care

Hospital, Chronic Care

Institutional Out-Patient Medical Clinic

Kindergarten or Nursery School

School, Public or Denominational

AUTOMOTIVE & TRANSPORTATION RELATED USES (14-2-2.6)

Bicycle Sales and Service

Gasoline Sales

Helistop (by Specific Use Permit)

Railroad Track or Right-of-Way

RETAIL AND SERVICE TYPE USES (14-2-2.7)

Antique Shop

Art Supply Store

Bakery or Confectionery Shop (Retail)

Bank or Savings and Loan Office

Book or Stationery Shop

Cleaning and Pressing, Small Shop and Pick-Up

Clinic, Medical or Dental

Custom Personal Service Shop

Drapery, Needlework, Fabric or Weaving Shop

Drug Store or Pharmacy

Florist or Garden Shop

Food and Beverage Sales

Greenhouse or Plant Nursery (Retail Sales)

Household Appliance Service or Repair

Incidental or Accessory Retail or Service Use

Key Shop

Laboratory, Medical or Dental (by Specific Use Permit)

Laundry and Cleaning Shop (Self-Service)

Office, General Business or Professional

(Neighborhood Service -- Cont.)
Page 3

(Retail and Service Type Uses -- Cont.)

Pet Grooming
Restaurant or Cafeteria (Not Drive-In) (With Dining Room)
Retail Shop, Apparel, Gifts, Accessories and Similar Items
Studio -- Decorator, Artist or Photographer (by Specific Use Permit)
Studio -- Music, Dance or Drama
Travel Bureau or Travel Consultant

SIGN AND IDENTIFICATION USES (14-2-2.8)
(see Section 14-10-1)

Construction Sign Temporary
Development Sign Temporary
General Business Sign
Institutional Identification Sign
Institutional Information Sign
Name Plate
Office Identification Sign
Real Estate Sign (Temporary)

NATURAL RESOURCE STORAGE AND EXTRACTION (14-2-2.11)

Petroleum or Gas Well (permitted in any district carrying Drill Reservation "DR" suffix subject
to Oil and Gas Ordinance)

SPECIAL INDUSTRIAL PROCESSES (14-2-2.12)

Asphalt or Concrete Batching Plant (Temporary) (by Specific Use Permit)

Planning and Zoning Commission memo

DATE OF P&Z MEETING: July 2, 2020

APPLICANT: Stacey James and Donna Bell, owners

REQUEST: Rezone request from Single Family-Two District (SF-2) to
Neighborhood Services District (NS)

PROPERTY INVOLVED: Lots 18 and 19, Block 106, Crescent Park, Odessa, Ector County,
Texas (southeast of the intersection of N. Grandview Ave. and
Oakwood Dr.)

The property involved in this request southeast of the intersection of N. Grandview Ave. and Oakwood Dr. The site is currently zoned Single Family-Two District (SF-2) and is occupied by single family residential development. Land use in the area consists of single-family residential, and a mix of office/retail.

The applicants are Stacey James and Donna Bell, owners, and the purpose of the rezone request is to operate a children's clothing boutique.

Using the City's identified priorities contained in the City of Odessa's Comprehensive Plan to evaluate zoning amendments the following comments are offered:

Comprehensiveness: The proposed rezone request is not contrary to the established land uses in the general area or the land use plan of the City of Odessa's Master Plan.

Livability: The proposed zoning would not have a negative impact on this site or surrounding properties.

Reasonableness: The proposed zoning district is located between Office and Church uses and facing a main thoroughfare in the area. Neighborhood Services would be a good compliment to the neighborhood.

Based upon the preceding analysis, Staff recommends approval of the request.

ORDINANCE NO. 2020-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ODESSA, TEXAS, AMENDING THE ODESSA CITY CODE CHAPTER 14 "ZONING" ARTICLE 14-1 "GENERAL PROVISIONS" SECTION 14-1-4 "ZONING DISTRICT MAP" BY CHANGING THE ZONING CLASSIFICATION FROM SINGLE FAMILY-TWO (SF-2) TO NEIGHBORHOOD SERVICES DISTRICT (NS) ON APPROXIMATELY 0.48 ACRES, LOTS 18 AND 19, BLOCK 106, CRESCENT PARK, ODESSA, ECTOR COUNTY, TEXAS (SOUTHEAST OF THE INTERSECTION OF NORTH GRANDVIEW AVENUE AND OAKWOOD DRIVE); PROVIDING A PENALTY CLAUSE AND OTHER APPROPRIATE CLAUSES.

WHEREAS, all legal requirements, including public notice, hearing and recommendation by the Planning and Zoning Commission prerequisite to the amendment contained herein have been complied with and fulfilled; and

WHEREAS, The City Council considers the herein contained amendment to the Odessa City Code Chapter 14 "Zoning" Article 14-1 "General Provisions" Section 14-1-4 "Zoning District Map" to be in harmony with the general plan of development in the City of Odessa and consistent with the health, safety and welfare of the inhabitants of the City of Odessa;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ODESSA, TEXAS:

Section 1. That the Odessa City Code Chapter 14 "Zoning" Article 14-1 "General Provisions" Section 14-1-4 "Zoning District Map" is hereby amended by changing the original zoning classification from Single Family-Two (SF-2) to Neighborhood Services District (NS) on

approximately 0.48 acres, Lots 18 and 19, Block 106, CRESCENT PARK, Odessa, Ector County, Texas, as shown on the attached Exhibit "A." This land is located southeast of the intersection of North Grandview Avenue and Oakwood Drive. This change shall be shown on the official zoning district map of the City of Odessa and elsewhere as provided by ordinance.

Section 2. That should any section, clause or provision of this ordinance be declared by a court of competent jurisdiction be invalid, the same shall not affect the validity of this ordinance or any other ordinance of the city as a whole or any part thereof, other than the part so declared to be invalid.

Section 3. That any person violating the provisions of this ordinance shall be deemed guilty of a misdemeanor and shall be punished by a fine not exceeding \$2000.00 as provided by City Code Section 1-1-9 "General Penalty." which section is adopted by reference and made a part hereof.

Section 4. That the caption and penalty clause of this ordinance shall be published in a newspaper of general circulation in the city of Odessa, as provided by City Charter section 65.

Section 5. That this ordinance shall go into effect five (5) days after its publication following adoption on second approval as provided by City Charter section 65.

The foregoing ordinance was first approved on the 14th day of July, A.D., 2020, by the following vote:

Michael K. Shelton, Sr.	_____
Dewey Bryant	_____
Detra White	_____
Tom Sprawls	_____
Mari Willis	_____
Peggy Dean	_____
David R. Turner	_____

The foregoing ordinance was adopted on second and final approval on the 28th day of July, A.D., 2020, by the following vote:

Michael K. Shelton, Sr.	_____
Dewey Bryant	_____
Detra White	_____
Tom Sprawls	_____
Mari Willis	_____
Peggy Dean	_____
David R. Turner	_____

Approved this the 28th of July, A.D., 2020.

David R. Turner, Mayor

ATTEST:

Norma Aguilar-Grimaldo, City Secretary

APPROVED AS TO FORM:

Natasha Brooks, City Attorney

ORDINANCE 2020-___
EXHIBIT "A"



**CITY OF ODESSA
CITY COUNCIL AGENDA ITEM**

Meeting Date:	07/14/2020	Item Type:
Contact:	Randy Brinlee	Regular
Department:	Planning	Ordinance; Hearing
Finance Committee Review? No		
CAPTION		
<p>Open a public hearing to consider approval of the request of James R. Hurt, et al., owners, City of Odessa/Kirk Strahan, agents, to rezone from Single Family-Three District-Drill Reservation (SF-3-DR) to Single Family-Three District (SF-3), south 3.67 acre of Lot 2, Block 1, Ratliff Ranch 38-1 (southeast of the intersection of E. 87th St. & Dawn Ave.) (Ordinance -- First Approval)</p>		
SUMMARY OF ITEM		
<p>The property involved in this request is located southeast of the intersection of E. 87th St. and Dawn Ave. The site is currently zoned Single Family-Three District-Drill Reservation (SF-3-DR) and is vacant. Land use in the area consists of an elementary school and vacant land.</p> <p>The applicant is James R. Hurt, et al., owners, City of Odessa/Kirk Strahan, agents, and the purpose of the zone change request to Single Family-Three District (SF-3) is to remove the Drill Reservation designation use from the property.</p> <p>This rezone request is not out of line with the City of Odessa's Comprehensive Plan and is part of a proposal for a new fire station to be placed in a rapidly growing part of Odessa. The proposed zoning would not have a negative impact of this site or surrounding properties.</p> <p>The Planning and Zoning Commission gave unanimous approval (5 members present) of this request to Single Family-Three (SF-3).</p>		
FISCAL IMPACT? No		
<p>Comments: The Planning Staff concurs with the Planning and Zoning Commission recommendation.</p>		
Supporting Documents:	Other Departments, Boards, Commissions or Agencies:	

Summary of property owners' response:



Response summary -- James R Hurt et al.doc

Area zoning/notification map:



Zoning map -- James R Hurt et al.pdf

List of uses allowed in a Single Family-Three (SF-3) zoning district:



SINGLE FAMILY RESIDENCE-3.doc

Planning & Zoning Commission memo:



P&Z memo -- James R Hurt et al.doc

Proposed Ordinance:



RZ-004 - James R Hurt, et al.pdf

Planning & Zoning Commission
recommendation:
Unanimous approval (5-0) (07/02/2020)

SUMMARY OF RESPONSE TO NEIGHBORING PROPERTY OWNERS

James R. Hurt etal

DATE OF NEWSPAPER PUBLICATION: June 22, 2020

NOTICES MAILED OUT: 1

NOTICES RETURNED: 0

NUMBER OF PROTESTS: 0

NUMBER OF APPROVALS: 0

DOES PROTEST REPRESENT 20% OF THE AREA WITHIN 200 FOOT RADIUS OF THE ZONING REQUEST? NO.

***SEE ATTACHED NOTIFICATION MAP FOR APPROVAL AND PROTEST AREAS.**

SPD

1800 Cajun St

SPD-DR

R

R

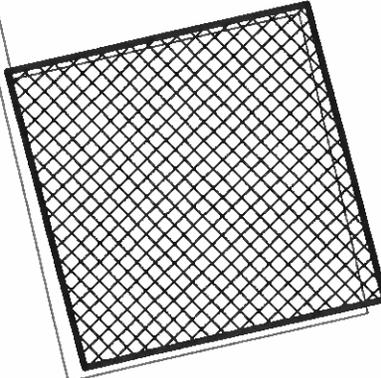
E 87th St 1800

SEC 37 & 38 BLK 42 T-1-S

SF-3

(1)

1



FD



1 inch = 250 feet

SINGLE FAMILY RESIDENCE-3

The following uses are allowed in the Single Family Residence-Three (SF-3) District:

PRIMARY RESIDENTIAL USES (14-2-2.1)

Single Family Dwelling Detached

ACCESSORY AND INCIDENTAL USES (14-2-2.2)

Accessory Building or Use (Residential)

Beauty Shop - One Chair Accessory Use (by Specific Use Permit)

Garage or Estate Sale Accessory Use

Home Occupation

Off-Street Parking Required for Primary Use

Stable, Private (by Specific Use Permit)

Swimming Pool (Private)

Temporary Field Office, Construction Yard or Office (Subject to temporary permit issued by Building Official)

UTILITY AND SERVICE USES (14.2-2.3)

Electrical Substation (High Voltage Bulk Power) (by Specific Use Permit)

Electrical Transmission Line (High Voltage) (by Specific Use Permit)

Fire Station or Similar Public Safety Building

Gas Line and/or Regulating Station

Library, Public (by Specific Use Permit)

Local Utility Line

Municipal Office Building or City Hall (by Specific Use Permit)

Sewage Pumping Station

Storm Water Retention Basin or Pumping Station

Telephone Exchange--Switching, Relay or Transmitting Station Only

Water Reservoir, Water Well or Pumping Station

Water Stand Pipe and Elevated Storage Tank

RECREATIONAL AND ENTERTAINMENT USES (14-2-2.4)

Country Club (Private) (by Specific Use Permit)

Golf Course (Commercial) (by Specific Use Permit)

Park or Playground (Public)

Park or Playground (Other Than Public) (by Specific Use Permit)

Playfield or Stadium (Public) (by Specific Use Permit)

Swim or Tennis Club (by Specific Use Permit)

Zoo (Public) (by Specific Use Permit)

EDUCATIONAL, INSTITUTIONAL & SPECIAL USES (14-2-2.5)

Cemetery or Mausoleum (by Specific Use Permit)
Church or Rectory
College or University (by Specific Use Permit)
Community Center (Public)
Convent or Monastery (by Specific Use Permit)
Day Care Center
Hospital, Acute Care (by Specific Use Permit)
Hospital, Chronic Care (by Specific Use Permit)
Institution of Religious, Charitable or Philanthropic Nature (by Specific Use Permit)
Kindergarten or Nursery School (by Specific Use Permit)
School, Public or Denominational

AUTOMOTIVE & TRANSPORTATION RELATED USES (14-2-2.6)

Railroad Track or Right-of-Way

SIGN AND IDENTIFICATION USES (14-2-2.8)
(See Section 14-10-1)

Construction Sign Temporary
Development Sign Temporary
Institutional Identification Sign
Institutional Information Sign
Name Plate
Real Estate Sign (Temporary)

AGRICULTURAL TYPE USES (14-2-2.10)

Farm, Garden or Orchard

NATURAL RESOURCE STORAGE AND EXTRACTION (14-2-2.11)

Petroleum or Gas Well (permitted in any district carrying Drill Reservation "DR" suffix subject
to Oil and Gas Ordinance)

SPECIAL INDUSTRIAL PROCESSES (14-2-2.12)

Asphalt or Concrete Batching Plant (Temporary) (by Specific Use Permit)

Planning and Zoning Commission memo

DATE OF P&Z MEETING: July 2, 2020

APPLICANT: James R Hurt Et al. owners
City of Odessa/Kirk Strahan, agents

REQUEST: Rezone from Single Family-Three District-Drill Reservation (SF-3-DR) to Single Family-Three District (SF-3)

PROPERTY INVOLVED: South 3.67 acres of Lot 2, Block 1 Ratliff Ranch 38-1 (southeast of the intersection of E. 87th St. & Dawn Ave.)

The property involved in this request is located southeast of the intersection of E. 87th St. and Dawn Ave. The site is currently zoned Single Family-Three District-Drill Reservation (SF-3-DR) and is vacant. Land use in the area consists of an elementary school and vacant land.

The applicant is James R Hurt Et al., owners, City of Odessa/Kirk Strahan, agents and the purpose of the zone change request to Single Family-Three District (SF-3), is to remove the Drill Reservation designation use from the property.

Using the City's identified priorities contained in the City of Odessa's Comprehensive Plan to evaluate zoning amendments the following comments are offered:

Comprehensiveness: This rezone request is not out of line with the City of Odessa's Comprehensive Plan, and is part of a deal for a new fire station to be placed in a rapidly growing part of Odessa.

Livability: The proposed zoning would not have a negative impact on this site or surrounding properties. Removal of the DR designation would remove the ability for drilling activities on this site and would improve the quality of any future neighborhood.

Based upon the preceding analysis, Staff recommends approval of the request.

ORDINANCE NO. 2020-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ODESSA, TEXAS, AMENDING THE ODESSA CITY CODE CHAPTER 14 "ZONING" ARTICLE 14-1 "GENERAL PROVISIONS" SECTION 14-1-4 "ZONING DISTRICT MAP" BY CHANGING THE ZONING CLASSIFICATION FROM SINGLE FAMILY-THREE DISTRICT-DRILL RESERVATION (SF-3-DR) TO SINGLE FAMILY-THREE DISTRICT (SF-3) DISTRICT ON THE SOUTH 3.67 ACRES OF LOT 2, BLOCK 1, RATLIFF RANCH 38-1 (SOUTHEAST OF THE INTERSECTION OF EAST 87TH STREET AND DAWN AVENUE); PROVIDING A PENALTY CLAUSE AND OTHER APPROPRIATE CLAUSES.

WHEREAS, all legal requirements, including public notice, hearing and recommendation by the Planning and Zoning Commission prerequisite to the amendment contained herein have been complied with and fulfilled; and

WHEREAS, The City Council considers the herein contained amendment to the Odessa City Code Chapter 14 "Zoning" Article 14-1 "General Provisions" Section 14-1-4 "Zoning District Map" to be in harmony with the general plan of development in the City of Odessa and consistent with the health, safety and welfare of the inhabitants of the City of Odessa;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ODESSA, TEXAS:

Section 1. That the Odessa City Code Chapter 14 "Zoning" Article 14-1 "General Provisions" Section 14-1-4 "Zoning District Map" is hereby amended by changing the original zoning classification from Single Family-Three District-Drill Reservation (SF-3-DR) to Single Family-Three District (SF-3) on the south 3.67 acres of Lot 2, Block 1 RATLIFF RANCH 38-1,

as shown on the attached Exhibit "A." This land is located southeast of the intersection of East 87th Street and Dawn Avenue. This change shall be shown on the official zoning district map of the City of Odessa and elsewhere as provided by ordinance.

Section 2. That should any section, clause or provision of this ordinance be declared by a court of competent jurisdiction be invalid, the same shall not affect the validity of this ordinance or any other ordinance of the city as a whole or any part thereof, other than the part so declared to be invalid.

Section 3. That any person violating the provisions of this ordinance shall be deemed guilty of a misdemeanor and shall be punished by a fine not exceeding \$2000.00 as provided by City Code Section 1-1-9 "General Penalty." which section is adopted by reference and made a part hereof.

Section 4. That the caption and penalty clause of this ordinance shall be published in a newspaper of general circulation in the city of Odessa, as provided by City Charter section 65.

Section 5. That this ordinance shall go into effect five (5) days after its publication following adoption on second approval as provided by City Charter section 65.

The foregoing ordinance was first approved on the 14th day of July, A.D., 2020, by the following vote:

Michael K. Shelton, Sr.	_____
Dewey Bryant	_____
Detra White	_____
Tom Sprawls	_____
Mari Willis	_____
Peggy Dean	_____
David R. Turner	_____

The foregoing ordinance was adopted on second and final approval on the 28th day of July, A.D., 2020, by the following vote:

Michael K. Shelton, Sr.	_____
Dewey Bryant	_____
Detra White	_____
Tom Sprawls	_____
Mari Willis	_____
Peggy Dean	_____
David R. Turner	_____

Approved this the 28th of July, A.D., 2020.

David R. Turner, Mayor

ATTEST:

Norma Aguilar-Grimaldo, City Secretary

APPROVED AS TO FORM:

Natasha Brooks, City Attorney

ORDINANCE 2020-____
EXHIBIT "A"



**CITY OF ODESSA
CITY COUNCIL AGENDA ITEM**

Meeting Date:	07/14/2020	Item Type:
Contact:	Randy Brinlee	Regular
Department:	Planning	Ordinance; Hearing
Finance Committee Review? No		
CAPTION		
<p>Open a public hearing to consider approval of the request by PPR Properties LLC, owner, for original zoning of Light Commercial (LC) on 13.36 ac. tract located in Section 39, Block 42, T-2-S, T&P Ry. Co. Survey, Ector County, Texas (west of the intersection of S. Hwy. 385 and Mercer Rd.) (Ordinance -- First Approval)</p>		
SUMMARY OF ITEM		
<p>The property involved in this request is located west of the intersection of S. Hwy. 385 and Mercer Rd. The site is currently designated Future Development (FD) and is vacant. Land uses in the area consists of commercial development and vacant land.</p> <p>The applicant is PPR Properties LLC, owner, SW Howell, agent, and the purpose of the original zoning request of Light Commercial (LC) is to facilitate commercial development on the property.</p> <p>The proposed original zoning is not contrary to the established land uses in the general area or the land use plan of the City of Odessa's Master Plan. The proposed zoning district would be consistent with surrounding zoning districts in the area, and the existing development is an allowed use in this zoning district.</p> <p>The Planning and Zoning Commission gave unanimous approval (5 members present) of this request to Light Commercial (LC).</p>		
FISCAL IMPACT? No		
<p>Comments: The Planning Staff concurs with the Planning and Zoning Commission recommendation.</p>		
Supporting Documents:	Other Departments, Boards, Commissions or Agencies:	

Summary of property owners' response:



Response summary -- PPR Properties.doc

Area zoning/notification map:



Zoning map -- PPR Properties.pdf

Zoning exhibit:



Zoning exhibit -- PPR Properties.pdf

List of uses allowed in a Light Commercial (LC) zoning district:



LIGHT COMMERCIAL.doc

Planning & Zoning Commission memo:



P&Z memo -- PPR Properties.doc

Proposed Ordinance:



OZ-003 - PPR Properties.pdf

Planning & Zoning Commission recommendation:
Unanimous approval (5-0) (07/02/2020)

SUMMARY OF RESPONSE TO NEIGHBORING PROPERTY OWNERS

PPR Properties, LLC

DATE OF NEWSPAPER PUBLICATION: June 22, 2020

NOTICES MAILED OUT: 2

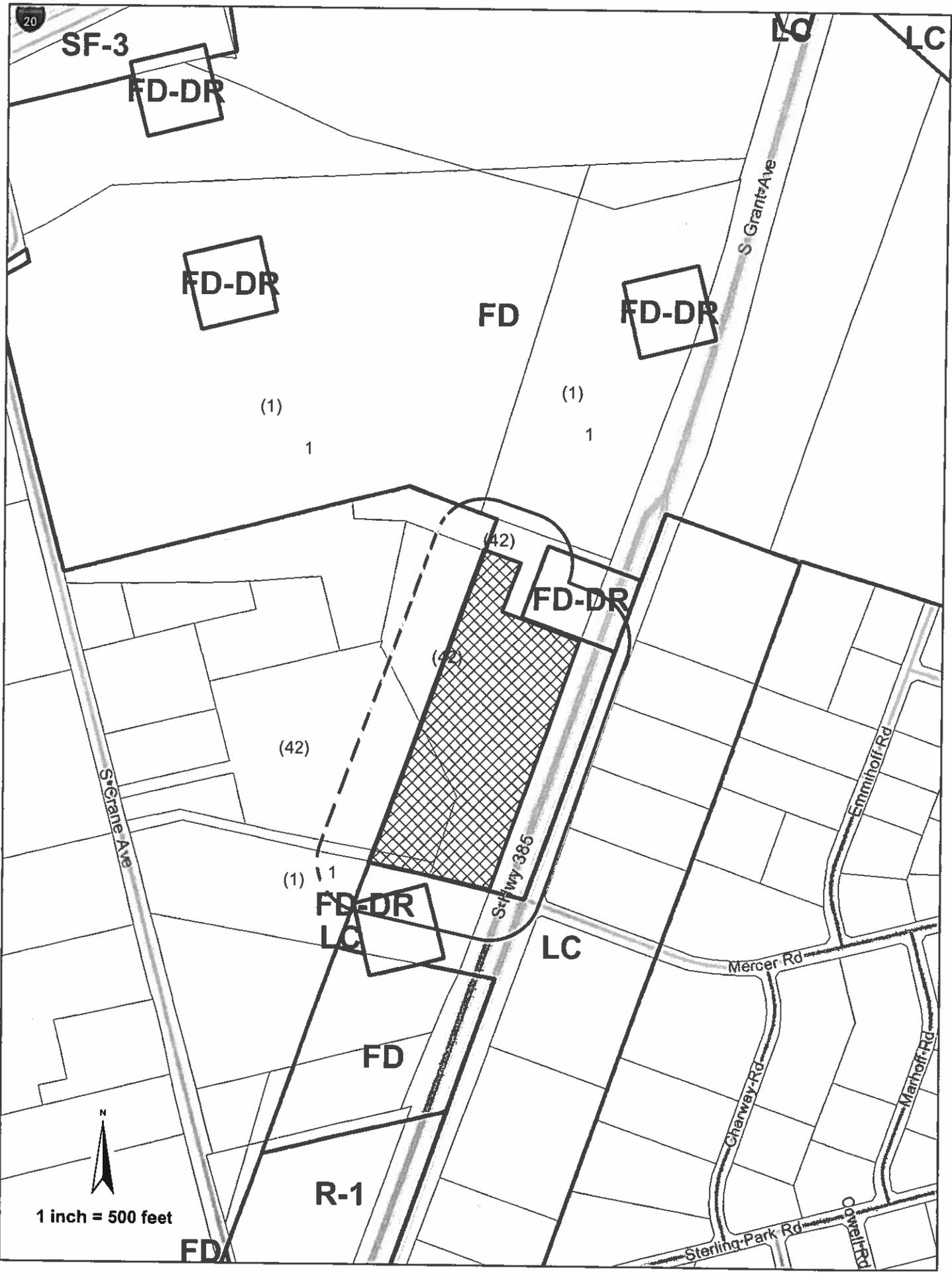
NOTICES RETURNED: 1

NUMBER OF PROTESTS: 0

NUMBER OF APPROVALS: 0

DOES PROTEST REPRESENT 20% OF THE AREA WITHIN 200 FOOT RADIUS OF THE ZONING REQUEST? NO

***SEE ATTACHED NOTIFICATION MAP FOR APPROVAL AND PROTEST AREAS.**



LIGHT COMMERCIAL

The following uses are allowed in the Light Commercial (LC) District:

PRIMARY RESIDENTIAL USES (14-2-2.1)

Single-Family Dwelling, Detached
Single-Family Dwelling, Attached
Two-Family Dwelling, (Duplex)
Three or Four Family Dwelling
Multiple-Family Dwelling (Apartment)
Boarding or Tourist House
Residence Home for the Elderly
Mobile or HUD-Manufactured Home Dwelling
Mobile or HUD-Manufactured Home Park
RV Park
Housing, Special Arrangement and Types
Hostel-Living Quarters (Other) (by Specific Use Permit)
Hotel or Motel

ACCESSORY AND INCIDENTAL USES (14-2-2.2)

Accessory Building or Use (Residential)
Accessory Building or Use (Business or Industry)
Beauty Shop-One Chair Accessory Use
Garage or Estate Sale Accessory Use
Home Occupation
Off-Street Parking Required For Primary Use
Off-Street Parking Excess to Minimum Requirement
Swimming Pool (Private)
Temporary Field Office, Construction Yard or Office (Subject to temporary permit issued by Building Official)

UTILITY AND SERVICE USES (14-2-2.3)

Electric Substation (High Voltage Bulk Power)
Electrical Transmission Line (High Voltage)
Fire Station or Similar Public Safety Building
Gas Line and/or Regulating Station
Library, Public
Local Utility Line
Municipal Office Building or City Hall
Public Building, Shop or Yard of Local, State or Federal Agency
Wireless Communications Systems

(Light Commercial -- Cont.)

Page 2

(Utility and Service Uses -- Cont.)

Radio or Television Transmitting Station
Sewage Pumping Station
Storm Water Retention Basin or Pumping Station
Telephone Business Office
Telephone Exchange-Switching, Relay or Transmitting Station Only
Utility Shops, Storage Yards or Building (Private)
Water Reservoir, Water Well or Pumping Station
Water Stand Pipe and Elevated Storage Tank
Water Treatment Plant
Wind Energy Conversion Center

RECREATIONAL AND ENTERTAINMENT USES (14-2-2.4)

Amusement, Commercial (Indoor)
Amusement, Commercial (Outdoor)
Carnival or Circus
Country Club (Private)
Dance Hall or Night Club
Golf Course (Commercial)
Park or Playground (Public)
Park or Playground (Other than Public)
Playfield or Stadium (Public)
Private Club
Rodeo Grounds
Roller or Ice Skating Rink
Sexually Oriented Businesses
Swim or Tennis Club
Swimming Pool or Tennis Complex (Commercial)
Tavern or Lounge
Theater or Playhouse (Indoor)
Theater, Drive-In (Outdoor)
Zoo (Public)

EDUCATIONAL, INSTITUTIONAL AND SPECIAL USES (14-2-2.5)

Art Gallery or Museum
Cemetery or Mausoleum (by Specific Use Permit)
Church or Rectory
College or University
Convent or Monastery

(Light Commercial -- Cont.)

Page 3

(Educational, Institutional and Special Uses -- Cont.)

Day Care Center

Detention Halfway House (by Specific Use Permit)

Fairgrounds or Exhibition Area

Fraternal Club or Lodge

Home for Senior Citizens or Nursing Home

Hospital, Acute Care

Hospital, Chronic Care

Institution or Center for Alcoholic, Narcotic or Psychiatric Patients

Institution of Religious, Charitable or Philanthropic Nature

Institutional Out-Patient Medical Clinic

Kindergarten or Nursery School

School, Business

School, Public or Denominational

School, Trade, Technical or Commercial

AUTOMOTIVE AND TRANSPORTATION RELATED USES (14-2-2.6)

Airport or Landing Field

Auto Glass, Seat Cover or Muffler Shop

Auto Laundry or Car Wash

Auto Painting and Body Rebuilding Shop (by Specific Use Permit)

Auto Parts and Accessory Sales (Indoor)

Bicycle Sales and Service

Boat Sales or Display

Gasoline Sales

Gasoline or Motor Fuel Service Station

Heliport (by Specific Use Permit)

Helistop

Motorcycle or Scooter Sales or Service

Motor Freight Terminal

New Auto Display and Sales (Indoor)

New or Used Auto Sales (Outdoor Lot)

Parking Lot or Structure Commercial (Primary Use)

Parking Lot or Structure Non-Commercial

Railroad Freight Terminal

Railroad Passenger Station

Railroad Team Track

Railroad Track or Right-Of-Way

Repair Garage

Tire Retreading or Capping (by Specific Use Permit)

(Light Commercial -- Cont.)

Page 4

Truck or Trailer Rental

RETAIL AND SERVICE TYPE USES (14-2-2.7)

Antique Shop
Art Supply Store
Bakery or Confectionery Shop (Retail)
Bank or Savings and Loan Office
Book or Stationery Shop
Cleaning and Pressing, Small Shop and Pick-Up
Cleaning Plant (Commercial) (by Specific Use Permit)
Clinic, Medical or Dental
Custom Personal Service Shop
Department, Variety or Discount Store
Drapery, Needlework, Fabric or Weaving Shop
Drug Store or Pharmacy
Florist or Garden Shop
Food and Beverage Sales
Furniture or Appliance Store
Greenhouse or Plant Nursery (Retail Sales)
Hardware Store
Household Appliance Service or Repair
Incidental or Accessory Retail or Service Use
Key Shop
Laboratory, Medical or Dental
Laundry and Cleaning Shop (Self-Service)
Medical Appliances and Fitting, Sales or Rental
Mortuary or Funeral Home
Office, General Business or Professional
Pawn Shop
Pet Grooming
Pet Shop
Reprographic Service
Restaurant or Cafeteria (Not Drive-In) (With Dinning Room)
Restaurant or Eating Place (Drive-In Service)
Retail Shop, Apparel, Gifts, Accessories and Similar Items
Retail Shop or Store (General Items)
Sales, Outdoor Temporary
Studio-Decorator, Artist or Photographer
Studio, Health, Exercise and Reducing
Studio-Music, Dance or Drama
Tool Rental, Domestic, Small Equipment

(Light Commercial -- Cont.)
Page 5

(Retail and Service Type Uses -- Cont.)

Travel Bureau or Travel Consultant
Veterinarian Hospital (Indoor Animal Pens)
Veterinarian Hospital (Outdoor Animal Pens)
Veterinarian Office Only (No Animal Pens)

SIGNS AND IDENTIFICATION USES (14-2-2.8)
(see Section 14-10-1)

Apartment or Housing Project Identification Sign
Apartment or Housing Project Informational Sign
Construction Sign Temporary
Development Sign Temporary
General Business Sign
Institutional Identification Sign
Institutional Information Sign
Name Plate
Office Identification Sign
Real Estate Sign (Temporary)

COMMERCIAL TYPE USES (14-2-2.9)

Bakery or Confectionery Plant (Wholesale)
Bottling Works
Building Material Sales (Outdoor or Open Shed Storage)
Building Material and Home Supply Sales (Indoor Storage)
Cabinet and Upholstery Shop
Clothing or Similar Light Manufacturing
Laboratory Manufacturing
Laboratory, Scientific or Research
Lithographic Shop or Commercial Printer
Maintenance and Repair Service for Buildings
Milk Depot, Dairy or Ice Cream Plant
Mini-Warehouse
Paint Shop
Plumbing Shop
Sales Space Contracting (by Specific Use Permit)
Storage Warehouse
Trailer or Mobile Home Sales or Rental
Wholesale Storage and Sales

AGRICULTURAL TYPE USES (14-2-2.10)

Animal Pound (Public or Private) (by Specific Use Permit)
Farm, Garden or Orchard
Greenhouse or Nursery (Commercial)
Hatchery, Poultry (by Specific Use Permit)
Kennel

NATURAL RESOURCE STORAGE AND EXTRACTION (14-2-2.11)

Caliche Pit and Caliche Storage (by Specific Use Permit)
Petroleum or Gas Well (permitted in any district carrying Drill Reservation "DR" suffix subject
to Oil and Gas Ordinance)
Petroleum Storage and Collecting Facilities (by Specific Use Permit)
Sand or Gravel Extraction or Storage (by Specific Use Permit)
Top Soil, Earth, Clay or Stone Extraction or Storage (by Specific Use Permit)

SPECIAL INDUSTRIAL PROCESSES (14-2-2.12)

Asphalt or Concrete Batching Plant (Permanent) (by Specific Use Permit)
Asphalt or Concrete Batching Plant (Temporary) (by Specific Use Permit)

Planning and Zoning Commission memo

DATE OF P&Z MEETING: July 2, 2020

APPLICANT: PPR Properties LLC, owner
SW Howell, agent

REQUEST: Original Zoning of Light Commercial (LC)

PROPERTY INVOLVED: An approximately 13.36 ac tract located in SEC 39, Block 42, T-2-S T&P RY Co. Survey, Ector County (west of the intersection of S Hwy 385 and Mercer Rd.)

The property involved in this request is located west of the intersection of S Hwy 385 and Mercer Rd. The site is currently designated Future Development (FD) and is occupied by vacant land. Land uses in the area consists of commercial development and vacant land.

The applicant is PPR Properties LLC, owner, SW Howell, agent and the purpose of the original zoning request of Light Commercial (LC) is to facilitate commercial development on the property.

Using the City's identified priorities contained in the City of Odessa's Comprehensive Plan to evaluate zoning amendments the following comments are offered:

Comprehensiveness: The proposed original zoning is not contrary to the established land uses in the general area or the land use plan of the City of Odessa's Master Plan.

Livability: The proposed original zoning would not have a negative impact on this site or surrounding properties. The proposed commercial development would not be out of line with development in the area.

Reasonableness: The proposed zoning district would be consistent with surrounding zoning districts in the area, and the existing development is an allowed use in this zoning district.

Based upon the preceding analysis, Staff recommends approval of the request.

ORDINANCE NO. 2020-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ODESSA, TEXAS, AMENDING THE ODESSA CITY CODE CHAPTER 14 "ZONING" ARTICLE 14-1 "GENERAL PROVISIONS" SECTION 14-1-4 "ZONING DISTRICT MAP" BY ADDING THE ORIGINAL ZONING CLASSIFICATION OF LIGHT COMMERCIAL (LC) ON A 13.36 ACRE TRACT OF LAND LOCATED IN SECTION 39, BLOCK 42, T-2-S, T&P RY CO. SURVEY, ECTOR COUNTY, TEXAS (WEST OF THE INTERSECTION OF SOUTH HIGHWAY 385 AND MERCER ROAD); PROVIDING A PENALTY CLAUSE AND OTHER APPROPRIATE CLAUSES.

WHEREAS, all legal requirements, including public notice, hearing and recommendation by the Planning and Zoning Commission prerequisite to the amendment contained herein have been complied with and fulfilled; and

WHEREAS, The City Council considers the herein contained amendment to the Odessa City Code Chapter 14 "Zoning" Article 14-1 "General Provisions" Section 14-1-4 "Zoning District Map" to be in harmony with the general plan of development in the City of Odessa and consistent with the health, safety and welfare of the inhabitants of the City of Odessa;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ODESSA, TEXAS:

Section 1. That the Odessa City Code Chapter 14 "Zoning" Article 14-1 "General Provisions" Section 14-1-4 "Zoning District Map" is hereby amended by granting the original zoning classification of Light Commercial (LC) on a 13.36 acre tract of land located in Section 39, Block 42, T-2-S, T&P RY. Co. Survey, Ector County, Texas, as shown on the attached Exhibit "A". This site is located west of the intersection of South Highway 385 and Mercer Road. These changes shall be shown on the official zoning district map of the City of Odessa and elsewhere as provided by ordinance.

Section 2. That should any section, clause or provision of this ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this ordinance or any other ordinance of the city as a whole or any part thereof, other than the part so declared to be invalid.

Section 3. That any person violating the provisions of this ordinance shall be deemed guilty of a misdemeanor and shall be punished by a fine not exceeding \$2000.00 as provided by City Code Section 1-1-9 “General Penalty,” which section is adopted by reference and made a part hereof.

Section 4. That the caption and penalty clause of this ordinance shall be published in a newspaper of general circulation in the city of Odessa, as provided by City Charter section 65.

Section 5. That this ordinance shall go into effect five (5) days after its publication following adoption on second approval as provided by City Charter section 65.

The foregoing ordinance was first approved on the 14th day of July, A.D., 2020, by the following vote:

Michael Shelton, Sr.	_____
Dewey Bryant	_____
Detra White	_____
Tom Sprawls	_____
Mari Willis	_____
Peggy Dean	_____
David R. Turner	_____

The foregoing ordinance was adopted on second and final approval on the 28th day of July, A.D., 2020, by the following vote:

Michael Shelton, Sr.	_____
Dewey Bryant	_____
Detra White	_____
Tom Sprawls	_____
Mari Willis	_____
Peggy Dean	_____
David R. Turner	_____

Approved this the 28th of July, A.D., 2020.

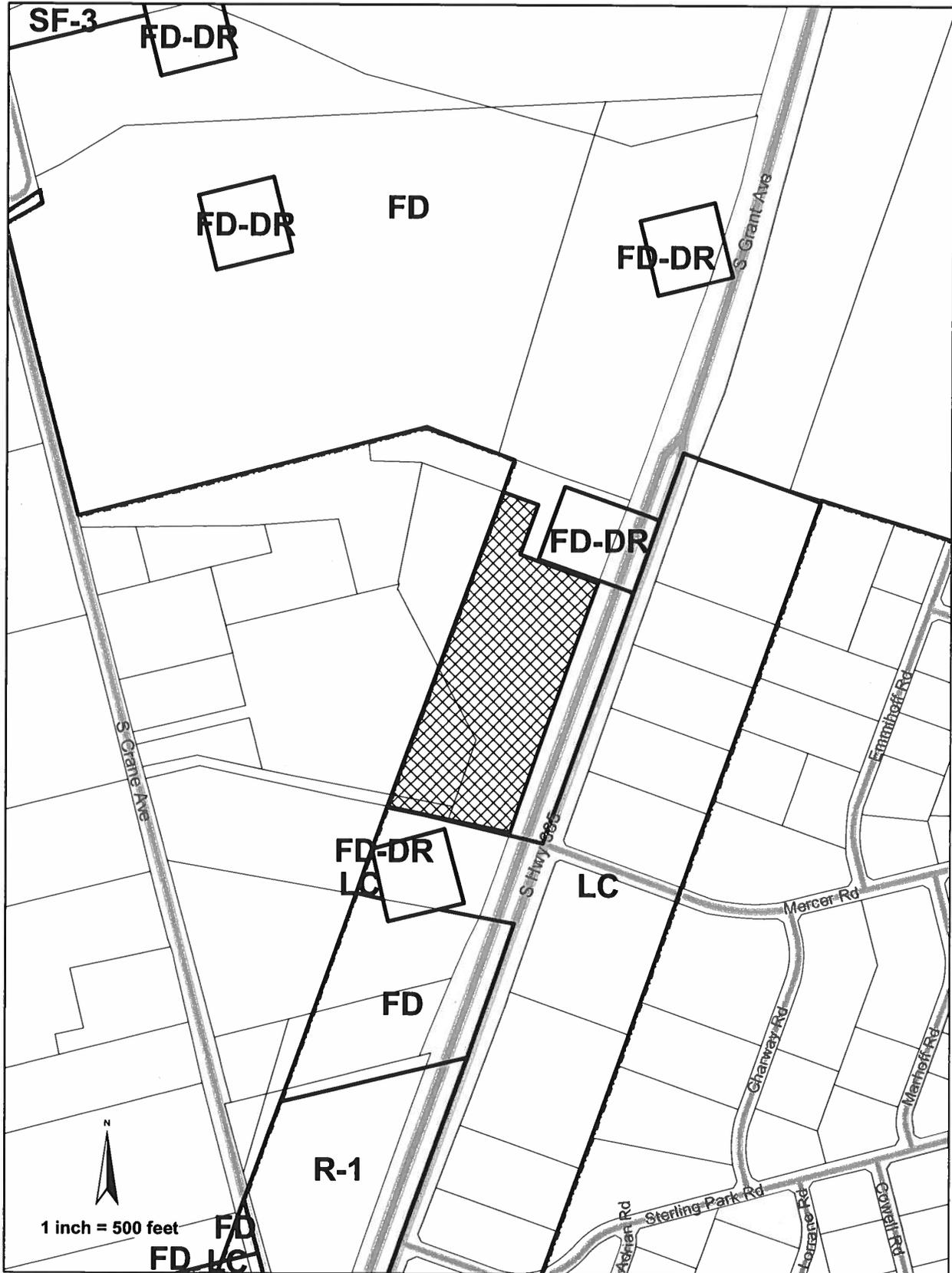
David R. Turner, Mayor

ATTEST:

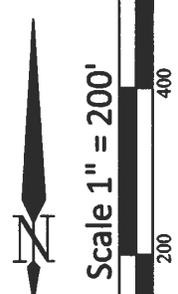
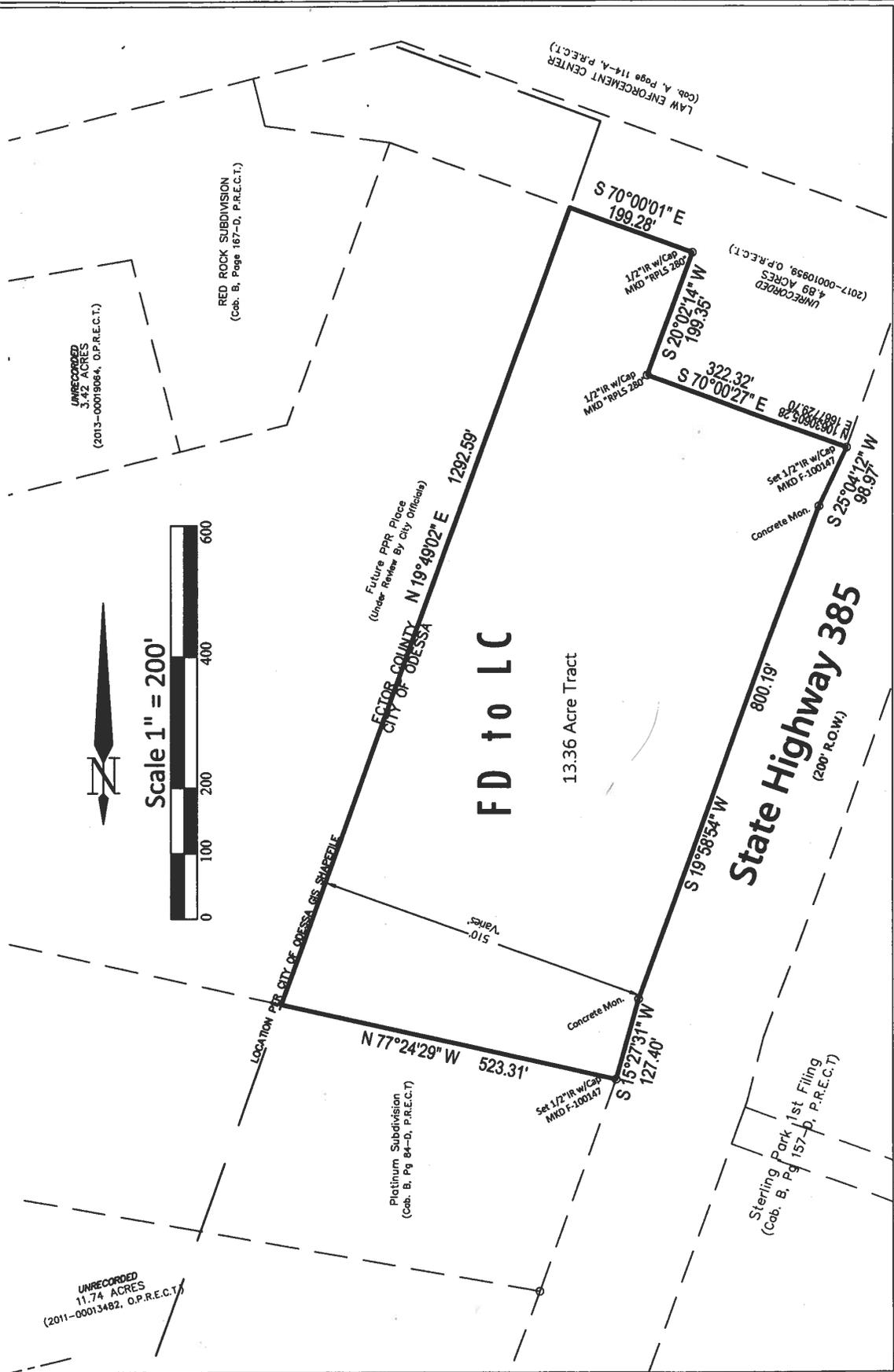
Norma Aguilar-Grimaldo, City Secretary

APPROVED AS TO FORM:

Natasha Brooks, City Attorney



**REQUEST FOR ZONING AMENDMENT
 OF A 13.36 ACRE TRACT OUT OF
 SECTION 39, BLOCK 42, T-2-S, T & PRY CO SURVEY, ECTOR COUNTY, TEXAS**





S. W. HOWELL, INC.

P. O. Box 22
Odessa, Texas, 79760
432-367-5711
swh@swhowell.com
Texas Engineering Firm #F-173
Texas Surveying Firm #F-100147-00

FIELD NOTES OF 13.36 ACRE TRACT OF LAND BEING PORTION OF PROPOSED LOT 1, BLOCK 1, PPR PLACE, AN ADDITION TO THE CITY OF ODESSA, BEING OUT OF SECTION 39, BLOCK 42, T-2-S, T & P RY CO SURVEY, ECTOR COUNTY, TEXAS.

BEGINNING at a ½" iron rod marked "HOWELL F-100147" set in the west boundary line of State Highway 385 for the southeast corner of this tract and the northeast corner of Platinum Subdivision;

THENCE N77°24'29"W, 523.31 feet to a point for the southwest corner of this tract;

THENCE N19°49'02"E, 1292.59 feet to a point in a north boundary line of said Proposed Lot 1, for the most northerly northwest corner of this tract;

THENCE S70°00'01"E, with the north boundary line of said Lot 1, 199.28 feet to a point for an exterior corner of this tract;

THENCE S20°02'14"W, with an east boundary line of said Lot 1, 199.35 feet to a ½" iron rod marked "HOWELL RPLS 4631" found for an interior corner of said Lot 1 and this tract;

THENCE S70°00'27"E, 322.32 feet to a ½" iron rod marked "HOWELL f-100147" set in the northwest boundary line of State Highway 385 for the most easterly northeast corner of this tract;

THENCE S25°04'12"W, with the west boundary line of said State Highway 385, 98.97 feet to a point for a bend in the west boundary line of said State Highway 385

THENCE S19°58'54"W, with the northwest boundary line of said State Highway 385, 800.19 feet to a Concrete Monument found for an interior corner of this tract;

THENCE S15°27'31"W, with the northwest boundary line of said State Highway 385, 127.40 feet to the place of beginning and containing 13.36 acres of land.

20-36081
June 11, 2020
Zone FD to LC

**CITY OF ODESSA
CITY COUNCIL AGENDA ITEM**

Meeting Date:	07/14/2020	Item Type:
Contact:	Merita Sandoval	Regular
Department:	Community Development	Resolution; Hearing
Finance Committee Review? Yes		

CAPTION

Conduct a public hearing and consider the allocation of \$514,553 in Community Development Block Grant Coronavirus funds (CDBG-CV). (RESOLUTION)

SUMMARY OF ITEM

The City of Odessa has been allocated \$514,553 in CDBG-CD funds from the U. S. Department of Housing and Urban Development to prevent, prepare for, and respond to the coronavirus.

FISCAL IMPACT? Yes

Fiscal Year:	Available Funds	Budget	Est / Actual Cost	Difference
Fund:	Total Project/Account:	\$0	\$0	\$0
	Less Other Items:	\$0	\$0	\$0
	This Agenda Item:	\$0	\$0	\$0

Fiscal Note Attached: **ACTION NEEDED TO AMEND THE BUDGET**

Appropriation Amount:	Transfer Amount:
-----------------------	------------------

Appropriation By:

Comments:

Supporting Documents: Other Departments, Boards, Commissions or Agencies:

 CDBG-CV Requests.docx  Resolution_CDBG-CV Allocations.docx	
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2020 CDBG-CV APPLICATION NARRATIVES

FOOD ASSISTANCE

(\$240,746)

Meals on Wheels \$204,961

Sixty-five different people will receive a hot nutritious meal five day per week. The will also receive weekend meals or food items each Friday.

Many of the elderly/disabled citizens of Odessa live on a very low income and do not have the means to purchase the food they need. Typically, they live alone and most do not have any family in the area.

REGULATION: §570.201(e) Public Service Activities

Salvation Army \$35,785

Funding of this project will allow the Salvation Army to provide 950 households with boxes of food, COVID-19 protection and hygiene items.

REGULATION: §570.201(e) Public Service Activities

RENT/MORTGAGE & UTILITY ASSISTANCE

(\$233,100)

Salvation Army \$105,000

Funding of this project will allow the Salvation Army to assist 180 guests (shelter residents) and at risk of homelessness households with rental and utility assistance. This assistance will be paid by the Salvation Army, on behalf of the client, directly to the landlord or utility company

REGULATION: §570.207 Housing Activities

SHARE \$100,000

Funding of this project will allow SHARE to assist 100 special needs households with rental/mortgage and utility assistance. This assistance will be paid by SHARE, on behalf of the client, directly to the landlord or utility company

REGULATION: §570.207 Housing Activities

Odessa Links \$28,100

Funding of this project will allow Odessa Links provide rent and/or utility assistance as part of the Rapid Rehousing Assistance Program. This assistance will be paid by Odessa Links, on behalf of the client, directly to the landlord or utility company

REGULATION: §570.207 Housing Activities

HOMELESS ASSISTANCE

(\$331,664)

Salvation Army \$35,854

Funding of this project will allow the Salvation Army to provide 54 guests (shelter residents) and at risk of homelessness households with COVID-19 protection and hygiene items.

REGULATION: §570.201(e) Public Service Activities

Salvation Army \$15,800

Funding of this project will allow the Salvation Army to provide a hot evening meal to 90 homeless individuals.

REGULATION: §570.201(e) Public Service Activities

Family Promise \$134,500

The purpose of the project is provide a day center and transitional housing for homeless families with children.

REGULATION: §570.201(e) Public Service Activities

Family Promise \$18,000

The purpose of the project is to help homeless families with children become self-sufficient. This is done by providing food, lodging, transportation, child care and all personal expenses while families participate in financial literacy training and personal counseling. The program stresses self-sufficiency and breaking the cycle of homelessness.

REGULATION: §570.201(e) Public Service Activities

Family Promise \$17,000

The purpose of the project is to help homeless families with children by providing food, clothing, personal items, school supplies, counseling and medical services, etc.

REGULATION: §570.201(e) Public Service Activities

Odessa Links \$26,490

Funding of this project will allow Odessa Links provide COVID-19 protection items, child care assistance, transportation, credit counseling and hygiene items

REGULATION: §570.201(e) Public Service Activities

MENTAL HEALTH COUNSELING

(\$50,000)

Centers for Children & Families \$50,000

Funding of this project will allow Centers for Children & Families provide mental health counseling.

REGULATION: §570.201(e) Public Service Activities

PROJECT ADMINISTRATION

(\$55,910)

Family Promise	\$35,500
<u>Administrative Salary</u>	<u>\$30,000</u>
<u>Transportation/Case Worker</u>	<u>\$ 5,500</u>

Odessa Links	\$20,410
<u>Information & Referral-Coordinated Entry (Full Time)</u>	<u>\$ 11,400</u>
<u>Phone & Internet</u>	<u>\$ 2,000</u>
<u>HIMIS Charity Tracker/THN ClientTract</u>	<u>\$ 2,400</u>
<u>Program Administrator</u>	<u>\$ 3,110</u>
<u>Audit</u>	<u>\$ 1,500</u>

RESOLUTION NO. 2020R-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ODESSA, TEXAS, ALLOCATING \$514,553 OF THE CARES ACT COMMUNITY DEVELOPMENT BLOCK GRANT – CORONAVIRUS FUNDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY CONTRACTS OR DOCUMENTS NECESSARY TO DISTRIBUTE THESE FUNDS; AND DECLARING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ODESSA, TEXAS:

Section 1. That after careful consideration of all proposed uses for the available CDBG-CV funds, the City Council hereby determines that the aforementioned funds shall be allocated to the following projects and activities as shown on the attached Exhibit “A”.

Section 2. That the City Manager is hereby authorized to sign any contracts or other documents necessary to distribute these funds.

Section 3. That this resolution shall be effective at the time of its adoption.

The foregoing resolution was approved and adopted on the 14th day of July, A.D., 2020, by the following vote:

Michael Shelton Sr.	_____
Dewey Bryant	_____
Detra White	_____
Tom Sprawls	_____
Mari Willis	_____
Peggy Dean	_____

Approved the 9th day of July, A.D., 2020.

David R. Turner, Mayor

ATTEST:

Norma Aguilar-Grimaldo, City Secretary

APPROVED AS TO FORM:

Natasha Brooks, City Attorney

EXHIBIT "A"
Allocation of CDBG-CV Funds

PROJECT	AMOUNT REQUESTED	FUNDED
Meals on Wheels – Food Assistance	\$204,961	
Salvation Army – Food Assistance	\$ 35,785	
Salvation Army – Rent/Mortgage/Utility Assistance	\$105,000	
SHARE - Rent/Mortgage/Utility Assistance	\$100,000	
Odessa Links - Rent/Mortgage/Utility Assistance	\$ 28,100	
Salvation Army – Homeless Assistance	\$ 35,854	
Salvation Army – Homeless Assistance	\$ 15,800	
Family Promise – Homeless Assistance	\$134,500	
Family Promise – Homeless Assistance	\$ 18,000	
Centers for Children & Families – Mental Health Counseling	\$ 50,000	
Family Promise – Project Administration	\$ 35,500	
Odessa Links – Project Administration	\$ 20,410	
TOTAL CDBG-CV REQUESTS	\$827,410	

**CITY OF ODESSA
CITY COUNCIL AGENDA ITEM**

Meeting Date:	07/14/2020	Item Type:
Contact:	Michael Marrero	Regular
Department:	City Manager's Office	Resolution

Finance Committee Review? Yes

CAPTION

Consider the approval of a Professional Services Agreement with the Texas Coalition for Affordable Power (TCAP) for participation in a Strategic Hedging Program (SHP) for the procurement of wholesale energy. (RESOLUTION)

SUMMARY OF ITEM

The City of Odessa is a founding member of TCAP. Texas Coalition for Affordable Power ("TCAP") is a non-profit political subdivision corporation established by the 2010 merger of Cities Aggregation Power Project, Inc. ("CAPP") and South Texas Aggregation Project, Inc. ("STAP"), both created in 2001 to aggregate members' power needs in order to negotiate better electric prices for their members. TCAP is one of the largest political subdivision aggregation groups in Texas with political subdivision members that purchase approximately 1.3 billion kWh annually. TCAP has procured electricity for the City of Odessa since 2002.

This item will provide a Professional Services Agreement and the Commercial Electricity Service Agreement between the City and TCAP. With this agreement, TCAP will contract for the purchase of energy for it's members in the wholesale market from an energy manager and to select an acceptable, cost-beneficial retail electric provider (REP) to serve it's members electric accounts. TCAP has designed a new procurement strategy (SHP) to purchase power on behalf of the coalition members for two years in advance of delivery to obtain competitive pricing. Prices will be known to members well prior to fiscal year budgeting needs.

FISCAL IMPACT? No

Comments:

Supporting Documents:

Other Departments, Boards, Commissions or Agencies:

 4r-020 GEXA Energy PSA 6.3.20 (002).pdf
 Exhibit A PSA TCAP.docx
 Exhibit B CESA GEXA ENERGY.docx
 SHP explanation City of Odessa.docx

RESOLUTION NO. 2020R-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ODESSA, TEXAS, ADOPTING TCAP'S PROFESSIONAL SERVICES AGREEMENT AND GEXAS ENERGY'S COMMERCIAL ELECTRIC SERVICE AGREEMENT FOR POWER TO BE PROVIDED ON AND AFTER JANUARY 1, 2023; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY TO IMPLEMENT THIS RESOLUTION; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Odessa is a member of Texas Coalition For Affordable Power, Inc. ("TCAP"), a non –profit, political subdivision corporation of the State of Texas; and

WHEREAS, TCAP has previously arranged for the City to purchase power through GEXA Energy with a contract set to expire December 31, 2022; and

WHEREAS, TCAP has designed a new procurement strategy that will involve TCAP initially committing to purchase power two years in advance of delivery on behalf of its members who desire participation in a Strategic Hedging Program ("SHP") that will involve a series of monthly competitive auctions; and

WHEREAS, approval of the PSA is a necessary, but not sufficient, prerequisite to participation in the SHP; and

WHEREAS, the PSA is a relational contract that defines services provided by TCAP to members regardless of whether a member decides to commit to the SHP; and

WHEREAS, the industry-standard retail contract is a Commercial Electric Service Agreement ("CESA") offered by a Retail Electric Provider ("REP"); and

WHEREAS, TCAP has negotiated modifications to the current CESA between the City and Gexa Energy to reflect participation in the SHP; and

WHEREAS, the CESA that will facilitate participation in the SHP effective for power deliveries in and beyond 2023 (attached as Exhibit B) will need to be approved and signed prior to October 1, 2020; and

WHEREAS, the City desires to participate in the SHP.

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

Section 1. That the City Manager is authorized to sign Exhibit A, TCAP's Professional Services Agreement, and Exhibit B, Gexa Energy's CESA, and send the agreements to TCAP, 15455 Dallas Parkway, Ste 600, Addison, TX 75001.

Section 2. That this resolution shall be effective at the time of its adoption.

The foregoing resolution was approved and adopted on the 14th day of July, A.D., 2020, by the following vote:

Michael Shelton, Sr. _____
Dewey Bryant _____
Detra White _____
Tom Sprawls _____
Mari Willis _____
Peggy Dean _____
David R. Turner _____

Approved this the 14th of July, A.D., 2020.

David R. Turner, Mayor

ATTEST:

Norma Aguilar-Grimaldo, City Secretary

APPROVED AS TO FORM:

Natasha L. Brooks, City Attorney

Exhibit A

PROFESSIONAL SERVICES AGREEMENT BETWEEN

CITY OF ODESSA AND TEXAS COALITION FOR AFFORDABLE POWER, INC.

This Professional Services Agreement (“AGREEMENT”) is made and entered by and between Texas Coalition for Affordable Power, Inc. (“TCAP”), a non-profit, political subdivision corporation, and The City of Odessa, a Texas Municipal Corporation (“MEMBER”), a TCAP member.

SECTION 1 DURATION:

This AGREEMENT becomes effective as of signing by MEMBER and shall remain effective as long as MEMBER is being served by TCAP and MEMBER’s electric load included in a current TCAP procurement.

SECTION 2 PURPOSE OF AGREEMENT:

The purpose of this AGREEMENT is to define services and obligations of TCAP to MEMBER and obligations of MEMBER to TCAP and other members. In furtherance of this AGREEMENT, MEMBER will enter into a Commercial Electric Service Agreement (“CESA”) with a retail electric provider (“REP”) selected by TCAP pursuant to the terms set forth herein; provided that nothing in this AGREEMENT is intended to alter the price or other terms of MEMBER’s current CESA in effect through December 31, 2022.

SECTION 3 OBLIGATIONS OF TCAP TO MEMBER:

MEMBER authorizes TCAP to contract for the purchase of energy for MEMBER in the wholesale market from an energy manager selected by TCAP (“Energy Manager”) and to select an acceptable, cost-beneficial REP to serve MEMBER’s electric accounts. TCAP shall provide procurement services, which services shall consist of securing wholesale power for MEMBER through an alternative procurement strategy, such as TCAP’s Strategic Hedging Program (“SHP”), as may be authorized and defined by TCAP’s Board of Directors. MEMBER may elect to consider fixed-price, fixed-term offers for wholesale power supply, such election to be communicated to TCAP separately in writing by providing an Authorized Election Form to TCAP, the form of which has been attached to this AGREEMENT as Exhibit A. If MEMBER has provided to TCAP an Authorized Election Form, TCAP’s procurement services to MEMBER shall also consist of arranging fixed-price, fixed-term offers to MEMBER following solicitation of competitive offers. TCAP consultants and attorneys will negotiate terms and conditions of all contracts, monitor performance of Energy Managers and REPs, work to avoid and remedy problems that may be encountered by MEMBER where possible, assist MEMBER with wires company issues, and represent MEMBER in energy related matters before State agencies, the courts or legislature. TCAP will provide additional customer services to MEMBER that are defined in SECTION 5.

SECTION 4 OBLIGATIONS AND RIGHTS OF MEMBER:

MEMBER will honor the terms of its CESA and promptly pay or promptly dispute invoices from its REP. MEMBER will comply with the confidentiality and non-disclosure obligations contained in its CESA and Section 7 of this AGREEMENT. MEMBER will designate one or more individuals to receive notices and updates from TCAP and will promptly update contact information. MEMBER will pay aggregation fees to support the non-profit functions of TCAP assessed annually by the TCAP Board of Directors and recovered as part of the energy charges paid to REP. Also, MEMBER will pay or receive refunds equal to the Quarterly Adjustment and the Annual Adjustment mutually agreed upon by TCAP and the Energy Manager to address certain variable costs and charges, including costs imposed by ERCOT, such payment or receipt of funds subject to the reserve account as further described herein. TCAP members will fund, and TCAP will maintain and administer, a reserve account to facilitate the reconciliation of any Quarterly Adjustments or Annual Adjustments by collecting any excess amounts paid and/or paying any deficient amounts incurred (as possible). The reserve account balance will be maintained at a minimum level to cover anticipated future needs for up to two (2) years. The TCAP Board may vote to refund to members amounts in excess of future anticipated needs. Any monies remaining in the reserve account at the dissolution of TCAP will be refunded to current membership at the time of dissolution. TCAP is owned and controlled by its members and is governed by a Board of Directors consisting of employees or elected officials of members. Consistent with TCAP's Bylaws, each MEMBER has a right to nominate its representative to serve on the Board of Directors and has a right to vote in annual elections of Board members. MEMBER has a right to attend or monitor each Board meeting. TCAP has a financial audit performed each year and MEMBER has a right to a copy of the annual audit upon request.

SECTION 5 TCAP SERVICES TO MEMBER:

A. Procurement of Energy Supplies and REP Services

1. TCAP Procurement Services and Capabilities

TCAP will assist prospective members in reviewing market conditions and in estimating the most price opportune time to contract for energy supplies. TCAP will work with MEMBER to achieve a competitive price that balances supply security and risk tolerance while maintaining superior billing and customer services. As a political subdivision corporation, offering electricity procurement to political subdivisions, TCAP has the ability to procure wholesale energy supplies and REP services separately to secure the most effective combination of competitively priced energy supplies and superior billing and customer services. TCAP may utilize either wholesale or retail sources of power, or some combination of both. TCAP may utilize multiple suppliers with different generation

resources. TCAP will solicit bids from multiple sources for energy supplies. TCAP aggregates the load of all members to maximize clout in negotiating contract terms. TCAP's objective in negotiations with suppliers is to continue obtaining favorable terms regarding band widths for annual usage based on total load of all members (rather than based on MEMBER's individual load) and to minimize fees for adding or deleting accounts. TCAP will monitor the wholesale and retail markets for favorable hedging opportunities. TCAP will also monitor, evaluate and issue requests for proposals for power development opportunities beneficial to its MEMBERS, including renewable projects (each, a "Power Project").

2. MEMBER Procurement Options

If MEMBER elects a fixed-price contract for a fixed period by submitting an Authorized Election Form, TCAP will function as MEMBER'S agent in the wholesale energy marketplace in soliciting, evaluating and negotiating each such fixed-price contract. Absent an election, MEMBER shall participate in other procurement strategy options offered by TCAP, such as TCAP's SHP, and TCAP will function as MEMBER's electric energy procurer. As such, TCAP will (i) oversee the Energy Manager, (ii) will direct the Energy Manager to solicit wholesale energy market quotes, (iii) will cause the Energy Manager to transact at the most favorable executable market quotes and (iv) will negotiate and develop the Energy Price in MEMBER'S CESA (the "CESA Energy Price"). The CESA Energy Price shall be developed and agreed upon by TCAP, the Energy Manager and the REP and shall include the wholesale energy market transactions as well as Energy Manager's estimate of any non-fixed charges, including zonal congestion charges, ancillaries service charges, and other charges in connection with MEMBER'S load. If MEMBER elects to purchase power from a Power Project solicited and chosen by TCAP via a competitive RFP process (or other similar process), TCAP will function as MEMBER'S electric energy procurer, and will direct the Energy Manager to include the value of the power procured from such projects in the development of MEMBER'S CESA price.

B. Customer and Billing Services Provided by TCAP

1. REP Portal

TCAP consultants oversee the development and presentation of the REP's portal for TCAP members; the REP will be responsible for operation of the portal. TCAP provides training and assistance regarding portal use.

2. REP Customer Service

TCAP negotiates with the REP regarding service standards and annually reviews REP performance. TCAP maintains a right to replace a REP for unsatisfactory performance without affecting the price of wholesale power, so long as the replacement REP has a credit rating acceptable to the Energy Manager. TCAP continuously monitors customer billings and will alert both the REP and MEMBER, when appropriate, of any billing errors and the adjustments needed to ensure accurate and reliable billings to MEMBER. TCAP will advocate on behalf of MEMBER when needed to resolve billing or customer service issues. TCAP will review customer billings and make MEMBER aware of inactive accounts that MEMBER may be able to disconnect to save monthly charges.

3. TCAP Assistance with Budgets and Required Filings and Assistance with TDSP Issues

TCAP monitors Public Utility Commission (“PUC”) and ERCOT activity and will provide MEMBER a forecast of changes in non-by passable charges that may impact MEMBER’s annual budget estimates. TCAP will prepare an annual electricity cost estimate for MEMBER. TCAP will assist MEMBER in preparation of energy related reports that may be necessary for MEMBER to file in response to legislative or agency mandates. TCAP will assist MEMBER in understanding non-bypassable charges included in REP invoices, and assist in resolving issues caused by errors of MEMBER’S Transmission and Distribution Service Provider (“TDSP” aka “wires company”).

4. Information Services

TCAP maintains a member web site, www.tcaptx.com. In addition to regular blog postings on energy news relevant to MEMBER, TCAP has prepared and posted major reports on the history of deregulation in Texas and a history of ERCOT. TCAP consultants continuously monitor the Nymex gas market, ERCOT energy market, and economic conditions that may affect MEMBER, as well as activities at the PUC and ERCOT. Important trends are noted in consultant reports to the Board of Directors and are attached to Board Minutes. TCAP’s Executive Director prepares and distributes a monthly newsletter and coordinates TCAP activities with various city coalitions and Texas Municipal League (“TML”). The Executive Director monthly newsletters will also include important or trending issues in the energy markets.

5. Demand Response, Distributed Generation and Cost Savings Strategy

TCAP will work with relevant service providers to make available to MEMBER competitive demand reduction programs that facilitate MEMBER’s participation in TDSP

and ERCOT cost reduction strategies approved by the PUC. Upon request, TCAP will monitor and evaluate demand reduction program performance metrics. TCAP will assist MEMBER in reviewing, analyzing and developing distributed generation programs that can reduce wires and energy costs and/or provide backup power to specific facilities. TCAP will assist MEMBER in meeting renewable energy goals established by MEMBER, including behind-the-meter solar projects and local wind projects.

6. Regulatory and Legislative Representation

TCAP will provide representation and advocacy services on energy issues relevant to MEMBER in regulatory and legislative areas including, but not limited to, ERCOT stakeholder meetings, PUC projects and dockets, and legislative actions.

7. Strategic Hedging

To the extent that there is sufficient interest and commitment of load of TCAP members within an ERCOT zone, and to the extent MEMBER has not elected a fixed-price contract for a fixed period, MEMBER will perpetually (subject to potential charter or ordinance constraints on length of contracts) commit to two-year participation obligations. MEMBER may terminate participation in the SHP, without energy price penalties and with minimal other termination fees, by providing sufficient notice as set forth herein (Section 6). A SHP price will be determined at least 9 months prior to the effective date of the price by averaging the winning bids from periodic competitive auctions that occur throughout the 24 months preceding the effective date. TCAP will direct Energy Manager to conduct the periodic competitive auctions. TCAP will have the right to audit the auction results. The auction process will be designed to identify competitively priced energy supplies from a variety of creditworthy suppliers, resulting in prices that are rarely, if ever, significantly above prevailing market prices and that should generally be less than pricing for long-term fixed priced contracts (when evaluated from a common contract start date and term). Designed to take advantage of the characteristics of the nation's well supplied energy markets, the SHP will also be flexible enough to respond to market changes when and if they occur in the future. Participation in the SHP may be viewed as a series of 24 -month forward year-to-year contracts for as long as desired by MEMBER. If MEMBER participates in the SHP, MEMBER agrees that TCAP is authorized to direct Energy Manager to procure electric energy in the wholesale market on MEMBER's behalf and that TCAP is authorized to commit MEMBER's load to periodic competitive auctions.

SECTION 6 MEMBER RIGHT OF TERMINATION:

A. Fixed-Term, Fixed-Price Contract

MEMBER may terminate a CESA prior to the end-of-term specified in a contract subject to payment of “Liquidated Damages” prescribed in MEMBER’s CESA. If MEMBER commits to a fixed multi-year term, fixed-price contract and wants to terminate the agreement prior to the end of the fixed multi-year term, liquidated damages will be based on the differential in the price of electric energy futures contracts used to support the fixed-price agreement and the price of comparable electric energy contracts at time of termination and shall also include damages prescribed herein and in the CESA, as applicable. If electric energy prices are lower at the point of termination than they were at time of contracting, MEMBER should expect to pay energy price damages upon early termination. In any event, any termination payment will be calculated and assessed in accordance with MEMBER’s CESA.

B. Strategic Hedging Program

Since the SHP is based on a series of one-year term contracts, MEMBER is entitled to exit the program so long as notice of termination can be given prior to inclusion of MEMBER’s load in the competitive auction process for a future year’s price. TCAP will periodically notify MEMBER of expected procurement schedules and provide no less than 90 days prior notice of any upcoming solicitation, and MEMBER may notify TCAP that it wants to exclude its load from the competitive auction process by giving notice at least 60 days prior to the next procurement date. Termination of involvement in SHP without appropriate notice will require calculation of damages as prescribed by CESA under Edison Electric Institute (“EEI”) principles with the intent of making the REP and Energy Manager whole for the termination. Liquidated damages will be based on the differential in the price of electric energy futures contracts used to support the SHP price and the price of comparable electric energy contracts at time of termination and shall also include damages prescribed herein and in the CESA, as applicable. If electric energy prices are lower at the point of termination than they were at time of contracting, MEMBER should expect to pay energy price damages upon early termination. In any event, any termination payment will be calculated and assessed in accordance with MEMBER’s CESA.

C. Participation in Power Projects

If MEMBER has chosen to purchase power from a Power Project through TCAP, in accordance with a signed Project Addendum attached to MEMBER’S CESA, MEMBER’s termination rights with respect to its commitment to purchase power from the Power Project shall be contained in the Project Addendum.

SECTION 7 CONFIDENTIALITY:

MEMBER is a governmental body subject to public information laws, including Chapter

552 of the Texas Government Code. If MEMBER receives a valid request under applicable public information laws for information related to this AGREEMENT or its CESA, it shall provide TCAP notice of the request including a description the information sought prior to MEMBER's release of information so that TCAP has the opportunity to determine whether such information is subject to an exception as trade secret, competitive, commercial, or financial information. With the exception of the preceding disclosures pursuant to public information laws, a Party (that party, the "Receiving Party") shall keep confidential and not disclose to third parties any information related this AGREEMENT, except for disclosures to Authorized Parties or as otherwise required by law; and provided that MEMBER authorizes TCAP to provide Energy Manager and REP with any relevant information concerning MEMBER's account, usage and billings. The provisions of this Section 7 apply regardless of fault and survive termination, cancellation, suspension, completion or expiration of this AGREEMENT for a period of two (2) years. "Authorized Parties" means those respective officers, directors, employees, agents, representatives and professional consultants of MEMBER and TCAP and each of their respective affiliates that have a need to know the confidential information for the purpose of evaluating, performing or administering this AGREEMENT.

SECTION 8 PARAGRAPH HEADINGS:

The paragraph headings contained in this AGREEMENT are for convenience only and shall is no way enlarge or limit the scope or meaning of the various and several paragraphs.

SECTION 9 COUNTERPARTS:

This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

SECTION 10 DEFINITIONS:

"Annual Adjustment" shall mean either a credit to MEMBER for the over-collection of funds, or a charge to MEMBER for under-collection of funds, related to Power Project settlements, if applicable. For those MEMBERS that participate in SHP, the Annual Adjustment shall also include (i) adjustments related to the loss factor for each specific ERCOT zone and (ii) adjustments related to load reconciliation as determined by TCAP, the Energy Manager and the REP.

"Energy Manager" means the wholesale market participant selected by TCAP to conduct SHP procurements at TCAP's direction, in accordance with Section 5A and Section 7 of this Agreement. The Energy Manager may sell all or a portion of the required wholesale energy to TCAP or TCAP's REP.

“Power Project” means a power generation project identified by TCAP to supply electric energy to one or more TCAP Members.

“Project Addendum” means the Addendum for a Power Project, if any, signed and attached as an Exhibit to MEMBER’S CESA.

“QSE Services Fee” means the QSE Services Fee in affect during the Delivery Term, as agreed between TCAP and Energy Manager.

“Quarterly Adjustment” shall mean either a credit to MEMBER for the over-collection of funds, or a charge to MEMBER for under-collection of funds, related to (i) ERCOT zonal congestion charges and (ii) ancillary services charges and other charges imposed by governmental agencies or ERCOT upon wholesale suppliers or REPs under statutes, regulations or courts for services within ERCOT zones. Said charges or refunds will be proportional to MEMBER’s relative contribution to TCAP load within specific ERCOT zones.

“Retail Electric Provider” or “REP” means the Retail Electric Provider that is party to (i) the REP Services Agreement with TCAP and (ii) the CESA between itself and MEMBER for the provision of retail electric service.

“Strategic Hedging Program” or “SHP” means an energy procurement strategy approved by TCAP’s Board of Directors, overseen by TCAP’s designated consultants, and administered by TCAP’s appointed Energy Manager, whereby wholesale energy is solicited and procured at agreed upon intervals, as directed by TCAP.

EXECUTED on this the 08th day of June, 2020.

MEMBER:

By: _____

Printed Name: Michael Marrero

Title: City Manager

TCAP:

By: _____

Printed Name: _____

Title: _____

COMMERCIAL ELECTRICITY SERVICE AGREEMENT

This Commercial Electricity Service Agreement, including all of the Attachments, Schedules, and Exhibits, which are attached and incorporated (collectively, the “**Agreement**”), is entered into between Gexa Energy, LP (“**Gexa**”), a Texas limited partnership, and **The City of Odessa, a Texas Municipal Corporation** (“**Customer**”). Gexa and Customer may be referred to individually as a “**Party**” or collectively as the “**Parties**”.

SECTION 1: RETAIL ELECTRIC SALES AND SERVICES

1.1 Appointment and Scope. Customer appoints Gexa as its Retail Electric Provider (“**REP**”) for the ESI ID(s) served under this Agreement. Customer authorizes Gexa to: (i) act as Customer’s REP for all purposes; and (ii) provide the services required of a REP including, without limitation, the procurement, scheduling and delivery of electricity throughout the Term to each of the ESI ID(s) in accordance with the terms set forth in this Agreement, including the Terms and Conditions of Service set forth in Attachment A. Customer’s appointment imposes no other duties on Gexa other than those specified in this Agreement and the REP Services Agreement.

1.2 Agreement to Purchase. Customer shall purchase its electricity requirements from Gexa throughout the Term for each of the ESI ID(s) except as otherwise provided. The electricity and services Customer receives from Gexa is for Customer’s exclusive proprietary use. Customer alone shall pay for electricity and services provided and for electricity and services Customer fails to take pursuant to its contractual obligations. If Gexa fails to deliver sufficient quantities of electricity to the TDSP for delivery to Customer or fails to schedule the delivery of sufficient quantities of electricity (collectively, a “**Scheduling Failure**”) the TDSP is obligated by law and by its tariff to deliver sufficient electricity to satisfy Customer’s needs. If a Scheduling Failure occurs, Gexa shall financially settle, at no additional cost or expense to Customer, with its Qualified Scheduling Entity (as defined by ERCOT) for the purchase of electricity necessary to cover the Scheduling Failure.

1.3 Membership in TCAP. Customer is a current member of the Texas Coalition for Affordable Power, Inc. (“**TCAP**”), and has entered into the Professional Services Agreement (the “**PSA**”) authorizing the purchase of wholesale energy on behalf of the Customer by TCAP and/or TCAP’s Energy Manager. Such wholesale energy purchases will affect the calculation of the Energy Price throughout the Term of this Agreement as described in Section 2. If, at any time during the Term, Customer elects to participate in a Power Purchase Agreement with a project to be developed for TCAP’s members, and executes the Project Addendum for such project, then the Project Addendum will be attached hereto as Schedule I. Notwithstanding Customer’s TCAP membership status, Customer agrees to fulfill all of its obligations under this Agreement, the PSA and, if applicable, the Project Addendum throughout the Term of this Agreement.

1.4 Term.

(a) Effective Date and Termination Date. Gexa shall provide retail electric service under this Agreement to each ESI ID beginning on the Effective Date and Terminating on the Termination Date, as further defined in this Section 1.4(a) (such period, the “**Term**”). The Effective Date will occur either (i) on the date occurring on or after the Expected Start Date stated in Attachment B on which each such ESI ID is enrolled with Gexa’s service for any new customer, or (ii) if Customer is an existing customer then the Expected Start Date is the meter read date following the expiration of the Customer’s prior Agreement with Gexa. Gexa shall continue to provide retail electric service to each ESI ID unless or until the Customer gives notice to TCAP and Gexa of its intent to terminate its membership with TCAP (“**Termination Notice**”). The Termination Date will occur on each respective ESI ID meter read date during the last month of the calendar year for which electricity has been purchased on Customer’s behalf by either TCAP or the Energy Manager in accordance with the PSA prior to the Termination Notice, except that in no event will the Term exceed beyond December 31, 2037. For avoidance of doubt, the Termination Date for each respective ESI ID shall be the sooner to occur of (i) the meter read date occurring in the last month of the calendar year for which electricity has been purchased by either TCAP or the Energy Manager on behalf of the Customer prior to the Termination Notice or (ii) the meter read date occurring in December 2037. As a result of variations in the timing of the Effective Date described in this Section 1.3 the Term may include a partial calendar month in addition to the number of months set forth in Attachment B, if any.

(b) Delayed Effective Date. Gexa shall use commercially reasonable efforts to cause the Effective Date for each ESI ID to occur on the Expected Start Date. If the Effective Date for an ESI ID occurs more than 20 days after the Expected Start Date, Customer may provide Gexa with evidence of the amount of electricity purchased by Customer from its current REP in connection with that ESI ID during the period on and after the 21st day after the Expected Start Date until the Effective Date (the “**Delayed Effective Date Period**”), and the total amount paid by Customer to its current REP for the electricity it purchased during the Delayed Effective Date Period (the “**Delayed Effective Date Electricity Amount**”). Upon receipt of evidence from Customer Gexa shall calculate and provide Customer a credit against future purchases under this Agreement equal to the positive amount resulting from the following calculation: (a) the Delayed Effective Date Electricity Amount minus (b) the amount that Customer would have paid to Gexa pursuant to this

Agreement during the Delayed Effective Date Period for the same amount of electricity purchased by Customer from its current REP during that period in connection with the affected ESI ID(s); provided, that Gexa shall not be required to provide a credit with respect to any period during a Delayed Effective Date Period where the delay was caused by an event outside of Gexa's control.

(c) Service After Term. If, for any reason, service continues beyond the Term, it will be on a month-to-month basis, and the Agreement will continue in effect for the ESI ID(s) except that the Energy Price will be the greater of: (i) the Energy Price as set forth in Section 2.1 below, or (ii) the aggregate weighted average of the Market Rate (as defined herein) as determined for all of the ESI ID(s), for as long as service continues. If Customer has not switched from Gexa to another supplier at the expiration of the Term, Gexa shall serve Customer at the rate set forth in this Section for a minimum of 60 days. After those 60 days, Gexa may continue to serve Customer or terminate the Agreement and disconnect Customer.

1.5 Modifications to ESI IDs. Gexa shall work with Customer in good faith during the Term to reasonably accommodate and assist Customer with the management of its electricity needs. If at any time during the Term, Customer wants to i) add or delete one or more ESI IDs, ii) otherwise modify the ESI ID information as a result of a decision by Customer to open, close or sell a facility owned or leased by Customer, iii) expand an existing facility, or iv) increase an existing facility's metered load, then Customer shall provide written notice to Gexa of such change ("ESI ID Change Notice"). If such change to the ESI ID is expected to occur prior to the first month of any calendar year for which the Energy Price has been established as of the date of the ESI ID Change Notice, in accordance with Section 2.1 (a) of this Agreement, such notice shall include Customer's election of the "Special Load Threshold," as defined below, which will apply to such change in load. If, in Gexa's reasonable judgment, i) the addition is a separately metered load which does not exceed the applicable Special Load Threshold; or ii) does not result in a net increase in excess of the applicable Special Load Threshold for an existing facility, Gexa shall use commercially reasonable efforts to promptly implement such changes, including providing required notices to ERCOT. If the addition is a separately metered load which exceeds the applicable Special Load Threshold, or results in a net increase in excess of the applicable Special Load Threshold after consideration of any contemporaneous offsetting load decreases, Gexa shall provide service to that ESI ID and shall determine any incremental charge or credit to provide service to any changed ESI IDs. Gexa shall apply such charge or credit to the affected ESI IDs, after such charges have been reviewed by TCAP. "Special Load Threshold" shall mean additional peak demand that is reasonably expected during the first twelve months following commercial operations to exceed, at Customer's election, either (i) 0.25 MW at any time or an annual average load of 0.125 MW or (ii) 1.0 MW at any time or an annual average load of 0.5 MW. Gexa shall make periodic reports regarding changes to the billing status of any ESI ID(s) available to Customer and TCAP. Amendments that add or remove ESI ID(s) as a result of changes made pursuant to this section are incorporated into this Agreement, and are effective on the Effective Date for each ESI ID(s) added to this Agreement or the date that retail electric service for any removed ESI ID(s) ceases or is transferred to another REP.

SECTION 2: RETAIL ELECTRIC ENERGY SERVICE CHARGES

2.1 Energy Price.

(a) If Customer has elected to fix all or a portion of the Energy Price for a fixed term by providing an Authorized Election Form to TCAP in accordance with the PSA, the Energy Price shall equal the fixed price as determined by TCAP in accordance with the PSA, and the Authorized Election Form. Any portion of the Energy Price that is not fixed shall be noted in the Authorized Election Form, and shall be settled with Customer in accordance with Section 2.2 of this Agreement. If Customer has not made such an election, the Energy Price shall be determined in accordance with the PSA, as follows:

- (i) TCAP shall periodically solicit, or direct its designated Energy Manager to solicit, wholesale energy market quotes, and may direct the Energy Manager to transact at the lowest of the market quotes obtained for the purpose of serving customer's load, in accordance with the PSA (each such transacted quote, a "**Wholesale Transaction**").
- (ii) Once TCAP has directed its Energy Manager to enter into Wholesale Transactions sufficient to serve Customer's load for a given calendar year, Energy Manager and TCAP shall establish the Energy Price for that Calendar Year in accordance with those procedures outlined in the PSA, which Customer hereby acknowledges it has reviewed and accepted. TCAP shall set the Energy Price for a given Calendar Year no later than nine (9) months prior to the start of such Calendar Year. If Customer elects to participate in a project and executes the Project Addendum, the Energy Price shall include an estimate of the Project Settlement for each month of the Calendar Year in accordance with the Project Addendum.

(b) For the purposes of Section 3 the Energy Price shall be converted to dollars per kWh.

2.2 Energy Price Adjustments.

- (a) Energy Manager shall have the right to reconcile the revenues received from the Customer with Energy Manager's Supplier Cost on (i) a quarterly basis, by determining the Quarterly Adjustment in the manner specified in the PSA and (ii) on an annual basis, by determining the Annual Adjustment in the manner specified in the PSA. The Quarterly Adjustment and Annual Adjustment may be either a charge or a credit, and shall be collected from or remitted to Customer, as appropriate, in the manner specified in the PSA.
- (b) TCAP and Energy Manager may mutually agree to fix certain component charges comprising Customer's Energy Price for a given Calendar Year, if TCAP determines that fixing these charges is likely to benefit Customer. Charges that are fixed by TCAP and Energy Manager for a given Calendar Year shall not be included in the calculation of either the Quarterly Adjustment or the Annual Adjustment for such Calendar Year, in accordance with the PSA.

2.3 Additional Pass-Through Charges. Gexa shall pass through and identify separately on Customer's bill with no mark-up Delivery Charges, Non-Recurring Charges, or Taxes that are not included in the Energy Price(s). All charges are exclusive of Taxes. Pass-Through charges may include charges related to amounts owed to Gexa and/or Wholesale Supplier in accordance with Section 1.3.

2.4 Tax Exempt Status. Customer shall provide Gexa with all required exemption certificates if Customer is exempt from paying any Taxes. Gexa shall not recognize an exemption without the exemption certificates and shall not be required to refund or credit previously paid Taxes unless the taxing entity sends the refund to Gexa. Gexa shall, however, assign to Customer any applicable claims for refund.

SECTION 3: BILLING AND PAYMENT

3.1 Billing and Payment. Gexa shall invoice Customer's accounts on a monthly basis and shall bill Customer on a consolidated basis for all ESI IDs upon Customer's request. Gexa shall provide a summary bill for all accounts and detailed information for each account. Customer shall remit payment within 30 days of receiving the invoice. Gexa shall base the invoice amount on actual data provided by ERCOT and the TDSP. If ERCOT or the TDSP does not provide actual data in a timely manner, Gexa shall use estimated data to calculate the invoice and, upon receipt of actual data, reconcile the charges and adjust them as needed in subsequent invoices.

3.2 Project Settlement Agent Services. Gexa shall remit the total Project Settlement to the Project on a monthly basis, in accordance with the REP Services Agreement.

3.3 Late Penalties, Interest on Overdue Payments, Invoice Disputes. If Customer fails to remit all undisputed amounts on or before the due date, interest will accrue on any due and unpaid amounts from the due date at a rate of one percent per month, or the highest rate permitted by law, whichever is less. If Customer disputes a portion of an invoice it shall provide Gexa a written explanation specifying the amount in dispute and the reason for the dispute within 20 days of the invoice date. If Customer does not provide timely notice, Customer shall owe all amounts by the due date. Notwithstanding the above, if Customer notifies Gexa of a disputed invoice, regardless of whether Customer has already paid the invoice, Gexa shall make records in its possession that are reasonably necessary for Customer to determine the accuracy of the invoice available to Customer during normal business hours; provided, however that neither party may request an adjustment or correction of an invoice unless written notice of such dispute is given within twelve months after the due date of such invoice; provided further, that such twelve month limit does not apply in the case of TDSP meter tampering charges first billed to Gexa that prevent Gexa from reasonably adjusting invoices prior to the twelve month period. In all cases, Gexa and Customer shall use good faith efforts to resolve disputes. In the event the Parties are unable to resolve a dispute within ten days of the notice date, either Party may begin legal proceedings to seek resolution. Any amounts determined owed shall be paid within three days after a decision.

3.4 Aggregator Fees. Pursuant to the REP Services Agreement between Gexa and TCAP, Gexa is obligated to pay TCAP an amount determined by multiplying a TCAP Aggregation Fee by the volume consumed in association with the ESI IDs (the "**Aggregator Fee**"). Customer shall pay the Aggregator Fee. The initial TCAP Aggregation Fee is \$0.001 per kWh, however, it may be changed by the TCAP Board of Directors at any time. Gexa shall state the Aggregator Fee as a separate line item on the Customer's bill.

3.5 Billing Guarantee. Gexa shall issue an invoice based on actual or estimated usage to Customer for every ESI ID at least one time per month. If, for reasons other than Force Majeure, Gexa fails to invoice an ESI ID within 120 days of any scheduled meter read, Gexa irrevocably waives its right to invoice Customer for any energy consumed at that ESI ID for the meter read cycle that should have been invoiced, unless not less than 10 days prior to the expiration of such 120 day period, Gexa provides Customer with a written explanation of the circumstances that prevent Gexa from issuing that invoice and the expected time by which an invoice can be issued. In such event, Customer and Gexa shall determine a reasonable extension period, not to exceed 30 days, within which an invoice will be issued. Gexa shall adjust or true-up each invoice no more than twice and Gexa shall issue such adjustments within 210 days of the initial issue date. Notwithstanding the foregoing, Gexa may issue an invoice or partial invoice arising from meter tampering charges without limitation and within a reasonable time after first billed to Gexa by the TDSP.

SECTION 4: CUSTOMER INFORMATION, CREDIT AND DEPOSITS

4.1 Customer Information. By entering into this Agreement and appointing Gexa as Customer's agent for electricity service, Customer authorizes Gexa to obtain certain information that Gexa may need to provide Customer's

electric service, including Customer's address, telephone number, account numbers, historical usage information, and historical payment information from Customer's TDSP, and Customer further authorizes its TDSP to release that information to Gexa.

4.2 Deposits and Other Security. A Party (the "**Requesting Party**") may require the other Party (the "**Providing Party**") to provide a deposit (or additional deposit if an initial deposit was also required), letter of credit, or other form of credit assurance reasonably acceptable to the Requesting Party (collectively, "**Performance Assurance**") during the Term of this Agreement if: (i) the Requesting Party determines in its reasonable discretion that there has been a material adverse change in the Providing Party's or its guarantor's (if applicable) credit status or financial condition (which, if applicable, will mean that its credit or bond rating has dropped lower than BBB- by Standard & Poor's Rating Group or Baa3 by Moody's Investor Services or ceases to be rated by either of these agencies); or (ii) Customer has been delinquent in paying the electric bill by more than seven days more than twice during the past twelve months. Any Performance Assurance, less any outstanding balance owed by Providing Party to the Requesting Party, will be returned to the Providing Party once the Providing Party's or its guarantor's (if applicable) credit or financial condition becomes satisfactory or, if applicable, to a credit or bond rating of BBB- or Baa3 or higher, whichever occurs earlier; or, if the Performance Assurance relates to delinquent payments, the Providing Party has paid all outstanding balances and has made all payments within the dates set forth in this Agreement for a period of six consecutive months.

SECTION 5: EARLY TERMINATION; DAMAGES

5.1 Cancellation by Customer for Insufficient Appropriations. If, during Customer's annual appropriations determination, the applicable governmental authorities do not allocate sufficient funds to allow Customer to continue to perform its obligations under this Agreement (an "**Appropriations Failure**"), then Customer or Gexa shall have the right to terminate this Agreement in full or as to any affected ESI ID upon 30 days advance written notice effective at the end of the period for which appropriations are made; provided, that if appropriations are subsequently allocated for electricity for the ESI IDs covered by this Agreement, then the termination may be revoked at Gexa's option and those appropriations shall continue to apply to this Agreement and shall not be used for an electricity supply agreement with another REP. Upon a termination of this Agreement for Appropriations Failure, in full or as to any ESI ID(s), Customer shall pay all amounts due Gexa under this Agreement, including the Customer Early Termination Damages.

5.2 Customer Early Termination Damages. Except in connection with the closure of a facility associated with an ESI ID pursuant to Section 1.4, in connection with a Force Majeure Event, or as otherwise provided or excused in this Agreement, if Customer cancels this Agreement before the end of the Term and refuses to accept electric supply delivery from Gexa for any ESI ID(s), Gexa may charge Customer early termination damages equal to the sum of (a) the Retail Termination Payment, (b) the QSE Services Termination Payment, (c) the Quarterly and Annual Adjustment Payment, and (d) the Wholesale Transaction Termination Payment, as each of these terms are defined below (the sum total of these, the "**Customer Early Termination Damages**"). The "**Retail Termination Payment**" shall equal the product of (a) the Expected Usage for each ESI ID subject to Customer's cancellation or refusal of electric supply delivery ("**Customer Terminated Usage**") multiplied by (b) the sum of (i) the Aggregator Fee and (ii) the REP Services Fee specified in the REP Services Agreement. The "**QSE Services Termination Payment**" shall equal the product of (a) the Customer Terminated Usage grossed up for losses multiplied by (b) the QSE Services Fee, as defined in the PSA. The "**Quarterly and Annual Adjustment Payment**" shall be calculated by the Energy Manager in accordance with the PSA, and shall include any Quarterly and Annual Adjustment amounts for electricity provided to the Customer under this Agreement prior to the termination of this Agreement, which have not yet been charged or credited to Customer, as appropriate. For avoidance of doubt, the Quarterly and Annual Adjustment Payment may be either a charge or a credit to Customer, as calculated in accordance with the PSA. If the Customer Early Termination Damages are charged due to an Event of Default by Customer, then the Customer Early Termination Damages will also include Gexa's reasonable costs relating to the determination and collection of Customer Early Termination Damages, including attorney and consultant fees incurred. The provisions in Section 3 related to Billing and Payment apply to the billing, due date, and collection of Customer Early Termination Damages. Customer agrees that Customer Early Termination Damages are a reasonable estimate of the damages due Gexa for failure to accept electric supply, and are not punitive in nature.

5.3 Termination for Wholesale Supply Failure. If, during the Term, the Wholesale Transactions are terminated as a result of a default by the Energy Manager ("**Wholesale Supply Failure**"), then this Agreement will also terminate effective on the date the Wholesale Agreement terminates. In the event of a termination for Wholesale Supply Failure, Gexa shall pay Customer a Wholesale Termination Payment if required by Section 5.5.

5.4 Gexa Early Termination Damages. Except for a Wholesale Supply Failure, a Force Majeure Event, or as otherwise provided or excused in this Agreement, if Gexa cancels this Agreement and refuses to provide electric supply delivery to Customer for any or all ESI ID(s), Customer shall have the right to charge Gexa an early termination penalty equal to the amount determined as follows: the product of (i) the Expected Usage for each ESI ID subject to Gexa's cancellation or refusal of electric supply delivery ("**Gexa Terminated Usage**") multiplied by (ii) the REP Services Fee specified in the REP Services Agreement (that result the "**Gexa Early Termination Damages**"). If the Gexa Early Termination Damages are charged due to an Event of Default by Gexa, then the Gexa Early Termination Damages will also include Customer's reasonable costs relating to the determination and collection of Gexa Early Termination

Damages, including attorney and consultant fees incurred. Gexa agrees the Gexa Early Termination Damages are a reasonable estimate of the damages due Customer for failure to deliver electric supply, and are not punitive in nature.

5.5 Wholesale Transaction Termination Payment. If the Wholesale Transactions are terminated then Gexa shall calculate the portion of the termination payment paid under each Wholesale Transaction attributable to Customer's load. The termination payment under each Wholesale Transaction shall be calculated by subtracting the Wholesale Supplier's actual cost for the portion of the Wholesale Transaction still outstanding for the remainder of the Term from the current market value of comparable electric energy futures contracts. Energy Manager, in its sole discretion, shall determine the current market value of a comparable electricity futures contract within three (3) business days of the termination of a Wholesale Transaction, and shall be either (i) the value of the Wholesale Transaction actually sold to a third-party market participant or (ii) a third-party market quote for a comparable electricity energy future contracts. Energy Manager shall sum Customer's prorata share of each termination payment for each Wholesale Transaction attributable to Customer's Load to determine a total Wholesale Transaction Termination Payment under this Agreement (the "**Wholesale Transaction Termination Payment**"). Customer or Gexa shall pay the Wholesale Transaction Termination Payment to the other, as appropriate, in the manner described below and without regard to who is a defaulting party. If the Wholesale Transaction Termination Payment is negative, Customer shall pay Gexa the Wholesale Transaction Termination Payment. If the Wholesale Transaction Termination Payment is positive, Gexa shall pay Customer the Wholesale Transaction Termination Payment. To the extent a termination payment due from Gexa to the Energy Manager is adjusted in Gexa's account to reflect the full benefit of TCAP transacting with a replacement REP, Gexa shall make corresponding adjustments to the Wholesale Transaction Termination Payment on a pro-rata basis. Gexa shall remit a Wholesale Transaction Termination Payment due Customer, within 30 days of Gexa receiving the payment from the Energy Manager. Customer shall remit a Wholesale Transaction Termination Payment due Gexa within 30 days of Gexa's invoice. Gexa shall use commercially reasonable efforts to collect Termination Payments from the Energy Manager that include amounts due Customer.

SECTION 6: NOTICES AND PAYMENT

6.1 General Notice. Except as otherwise required by Applicable Law, all notices are deemed duly delivered if hand delivered or sent by United States, prepaid first class mail, facsimile, or by overnight delivery service. Notice by facsimile or hand delivery is effective on the day actually received, notice by overnight United States mail or courier is effective on the next business day after it is sent, and notice by U.S. Mail is effective on the second day after it is sent. The Parties shall send notices to the addresses below or any other address one Party provides to the other in writing:

- a. **If to Customer (type customer address below):**

**City of Odessa
Attn: Michael Marrero
411 W. 8th Street
Odessa, Texas 79761**

- b. If to Gexa:
Gexa Energy, LP
20455 State Highway 249, Suite 200
Houston, Texas 77070

6.2 Payments. The Parties shall send payments to the addresses below or any other address one Party provides to the other in writing:

- a. **If to Customer (type customer address below):**

**City of Odessa
Attn: Michael Marrero
411 W. 8th Street
Odessa, Texas 79761**

- b. If to Gexa:
Gexa Energy, LP

SECTION 7: DEFINITIONS

7.1 Definitions. In addition to terms defined elsewhere in this Agreement, when used with initial capitalization, whether singular or plural, capitalized terms have the meanings set forth in this Section 7.1. All other capitalized terms not otherwise defined shall have the meanings given them in the following documents, with any conflicting definitions contained in those documents applied in the following order: PURA, the PUCT Substantive Rules, and the ERCOT Protocols.

1. **“Actual Usage”** means the actual amount of electric energy (in kWh) used at the ESI ID(s) as determined by the TDSP.
2. **“Delivery Charges”** means those charges or credits from the TDSP pursuant to its tariff, including, but not limited to: Transmission and Distribution Charges, System Benefit Fund Charge, Nuclear Decommissioning Charge, Competitive Transition Charge, Standard Customer Metering Charge, Customer Charge, Merger Savings and Rate Reduction Credit, Excess Mitigation Credit and Utility Imposed Reactive Power Charges.
3. **“EEI Master Agreement”** mean an EEI Master Agreement between Gexa and the Energy Manager governing the Wholesale Transactions entered into by the Energy Manager in accordance with Section 2.1 and transferred by the Energy Manager to Gexa.
4. **“Effective Date”** means the date of the first meter reading of an ESI ID provided to Gexa by the TDSP after the TDSP and ERCOT shall have timely performed any required enrollment and cancellation procedures necessary to switch Customer’s REP to such ESI ID to Gexa.
5. **“Electricity Related Charges”** means, unless noted otherwise: Ancillary Services Charge, Congestion, ERCOT Administrative Fee, Delivery Loss Charge, Transmission Loss Charge, Renewable Energy Credit Charge, Residential Energy Credit Charge, Unaccounted For Energy Charge, Qualified Scheduling Entity Charge, Imbalance Settlement Charge.
6. **“Energy Manager”** means the wholesale market participant designated by TCAP to perform the services described in the PSA.
7. **“Energy Price(s)”** means the rates per unit of measure specified in Section 2.1 and includes all Electricity Related Charges.
8. **“ERCOT”** means the Electric Reliability Council of Texas.
9. **“ERCOT Protocols”** means the document adopted, published, and amended from time to time by ERCOT, and initially approved by the PUCT, to govern electric transactions in the ERCOT Region, including any attachments or exhibits referenced in the document, that contains the scheduling, operating, planning, reliability, and settlement policies, rules, guidelines, procedures, standards, and criteria of ERCOT, or any successor document thereto.
10. **“ESI ID(s)”** means the Electric Service Identifiers for the property service addresses identified on Attachment B to this Agreement or if Customer is an existing Gexa customer then the list of service addresses currently served by Gexa, as such list may be modified from time to time as provided in Section 1.4.
11. **“Expected Usage”** means either the amount stated in Attachment B calculated for the remaining Term, or if no amounts are stated or Customer is an existing Gexa customer then the average actual monthly Customer energy usage from the comparable month from the previous year (or if an average cannot be computed due to limited service by Gexa or other circumstances, an average monthly usage as is reasonably determined by Gexa) times the number of months remaining in the Term as outlined in Section 1.4.
12. **“kWh”** means kilowatt hour.
13. **“LMP”** or **“Locational Marginal Price”** means the price calculated for the applicable trading hub pursuant to the ERCOT Protocols.
14. **“Market Rate”** means 135% of the load-weighted average of the hourly LMPs at the corresponding load zone, as determined for any delivery period.
15. **“Nodal Market”** means the implementation of wholesale market design by ERCOT with locational marginal pricing for resources.
16. **“Nodal Congestion”** means the positive difference in price between the real-time settlement point price as determined by ERCOT for the trading hub and the real-time settlement point price as determined by ERCOT for the load zone associated with the customer Facilities.

17. **“Non-Recurring Charges”** means any charges imposed by the TDSP or other third parties on a non-recurring basis for services, repairs or additional equipment needed for Customer’s electric service.
18. **“PUCT”** means Public Utility Commission of Texas.
19. **“Project Settlement Payment”** means the Project Settlement Payment as defined in the Project Addendum, attached as Schedule I to this Agreement.
20. **“QSE Services Fee”** means the fee owed from Customer to Gexa, and remitted from Gexa to Energy Manager, for QSE Services performed by Energy Manager for the Term, as mutually agreed between TCAP and Energy Manager, the Customer having authorized TCAP to negotiate such fee on behalf of Customer in the PSA. The QSE Services Fee shall be included in the Energy Price for the Term.
21. **“REP Services Agreement”** means the REP Services Agreement currently in effect during the Term, as amended from time to time, between Gexa and TCAP.
22. **“REP Services Fee”** means the fee owed from Customer to Gexa, for REP services rendered during the Term, as mutually agreed between TCAP and Gexa, the Customer having authorized TCAP to negotiate such fee on behalf of Customer in the PSA. The REP Services Fee shall be included in the Energy Price for the Term.
23. **“Taxes”** means all taxes, assessments, levies, duties, charges, fees and withholdings of any kind levied by a duly-constituted taxing authority and all penalties, fines, and additions to tax, and interest thereon that are directly related to the services provided under this Agreement, but does not include the System Benefit Fund fee and fees and charges imposed by ERCOT. By way of example only, Taxes includes: Sales Tax, Miscellaneous Gross Receipts Tax, PUCT Assessment Fees and Franchise Fees.
24. **“TCAP”** means Texas Coalition for Affordable Power, an aggregation pool of governmental and other entities organized and administered by TCAP of which Customer is a member for the ESI IDs.
25. **“TDSP”** or **“Transmission and Distribution Service Provider”** means an entity regulated by the State of Texas, which transmits or distributes electric energy.

“

Attachments:

Attachment A
Attachment B (for new TCAP Customers only)

Terms and Conditions of Service
Offer Sheet (ESI ID list and Expected Start Date)

CUSTOMER (type Customer name in field below): City of Odessa	GEXA: Gexa Energy, LP, By its General Partner Gexa Energy GP, LLC
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:

Terms and Conditions of Service Attachment A

These Terms and Conditions of Service form an integral part of the Commercial Electricity Service Agreement between Customer and Gexa. In addition to the terms defined elsewhere in this Agreement, when used with initial capitalization, whether singular or plural, capitalized terms have the meanings set forth in Section 7.1 of this Agreement. Customer should thoroughly review the entire Agreement, including these Terms and Conditions of Service, before executing this Agreement.

A. REPRESENTATIONS AND WARRANTIES

A.1 Customer's Representations and Warranties. As a material inducement to entering into this Agreement, Customer represents and warrants to Gexa as follows: (a) it is a duly organized entity and is in good standing under the laws of Texas; (b) the execution and delivery of the Agreement are within its powers, have been duly authorized by all necessary action, and do not violate the terms or conditions of contracts it is party to or laws applicable to it; (c) performance of this Agreement will be duly authorized by all necessary action and will not violate the terms or conditions of contracts it is party to; (d) as of the date sales of electricity by Gexa to Customer under the Agreement start, Customer will have all regulatory authorizations necessary for it to legally perform its operations and such performance will not violate the terms or conditions of contracts it is party to or laws applicable to it; (e) this Agreement is a legal, valid, and binding obligation of Customer enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditor's rights generally, and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain the same may be pending; (f) there are no bankruptcy, insolvency, reorganization, receivership, or other similar proceedings pending or being contemplated by it, or to its knowledge threatened against it; (g) there are no suits, proceedings, judgments, rulings, or orders by or before any court or any government authority that could materially adversely affect its ability to perform the Agreement; and (h) as of the Effective Date and throughout the Term, there is no other contract for the purchase of electricity by Customer for the ESI ID(s), or, if such a contract presently exists, that it will terminate prior to delivery under this Agreement.

A.2 Gexa's Representations and Warranties. As a material inducement to entering into this Agreement, Gexa represents and warrants to Customer as follows: (a) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform the Agreement; (b) the execution and delivery of the Agreement are within its powers, have been duly authorized by all necessary action, and do not violate the terms or conditions of its governing documents or contracts it is party to or any laws applicable to it; (c) performance of the Agreement will be duly authorized by all necessary action and will not violate the terms or conditions of its governing documents or contracts it is party to; (d) as of the date sales of electricity by Gexa to Customer under the Agreement start, Gexa will have all regulatory authorizations necessary for it to legally perform its operations and such performance will not violate the terms or conditions of its governing documents, contracts it is party to, or laws applicable to it; and (e) the Agreement constitutes a legal, valid, and binding obligation of Gexa enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditor's rights generally, and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain the same may be pending.

A.3 Forward Contract. (i) This Agreement constitutes a forward contract within the meaning of the United States Bankruptcy Code ("**Code**"); (ii) Gexa is a forward contract merchant; and (iii) either Party is entitled to the rights under, and protections afforded by, the Code.

B. DISCLAIMERS OF WARRANTIES; LIMITATION OF LIABILITIES

B.1 LIMITATIONS OF LIABILITY. LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR AS OTHERWISE PROVIDED, ARE LIMITED TO DIRECT ACTUAL DAMAGES. GEXA IS NOT LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES OR LOSS OF REVENUES OR PROFIT. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE. EXCEPT FOR (a) THE GEXA EARLY TERMINATION DAMAGES DUE IF GEXA DEFAULTS, (b) THE CUSTOMER EARLY TERMINATION DAMAGES DUE IF CUSTOMER DEFAULTS, AND (c) THE WHOLESALE TRANSACTION TERMINATION PAYMENT, THE LIABILITY OF EITHER PARTY TO THE OTHER FOR ANY OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF ALL DOLLARS PAID BY CUSTOMER TO GEXA (IF CUSTOMER) OR RECEIVED BY GEXA (IF GEXA) PURSUANT TO THIS AGREEMENT. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

B.2 Duty to Mitigate. Each Party shall mitigate damages and use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance.

B.3 WAIVER OF CUSTOMER PROTECTION RULES AND CONSUMER RIGHTS. THE PARTIES FURTHER ACKNOWLEDGE THAT THE CUSTOMER PROTECTION RULES ADOPTED BY THE PUBLIC UTILITY COMMISSION (AS CONTAINED IN ITS SUBSTANTIVE RULES 25.471 ET SEQ.) ("**CUSTOMER PROTECTION RULES**") THAT PERTAIN TO RETAIL ELECTRIC SERVICE RELATED TO RESCISSION RIGHTS, CUSTOMER DISCLOSURES, DELIVERY OF CUSTOMER CONTRACTS TO CUSTOMERS, RECORDKEEPING, INTEREST PAID ON DEPOSITS AND CUSTOMER NOTICES DO NOT APPLY TO THIS AGREEMENT. EXCEPT AS SET FORTH IN THIS SECTION, CUSTOMER EXPRESSLY WAIVES THE CUSTOMER PROTECTION RULES THAT PERTAIN TO RETAIL ELECTRIC SERVICE RELATED TO RESCISSION RIGHTS, CUSTOMER DISCLOSURES, DELIVERY OF CUSTOMER CONTRACTS TO CUSTOMERS, RECORDKEEPING, INTEREST PAID ON DEPOSITS AND CUSTOMER NOTICES TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW. CUSTOMER FURTHER WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES--CONSUMER PROTECTION ACT, SECTION 17.41, ET. SEQ., BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS

SPECIAL RIGHTS AND PROTECTIONS. CUSTOMER REPRESENTS AND WARRANTS TO GEXA THAT: (a) CUSTOMER IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION IN RELATION TO GEXA; (b) CUSTOMER IS REPRESENTED BY LEGAL COUNSEL THAT WAS NEITHER DIRECTLY NOR INDIRECTLY IDENTIFIED, SUGGESTED OR SELECTED BY GEXA; AND (c) CUSTOMER VOLUNTARILY CONSENTS TO THIS WAIVER AFTER CONSULTATION WITH ITS LEGAL COUNSEL.

B.4 UCC/Disclaimer of Warranties. The electricity delivered is a “good” as that term is understood in the Texas B&CC (UCC §2.105). The Parties waive the UCC to the fullest extent allowed by law and the UCC requirements do not apply to this Agreement, unless otherwise provided. If there is a conflict between the UCC and this Agreement, this Agreement controls. Neither Party controls nor physically takes possession of the electric energy prior to delivery to Customer’s ESI ID(s). Therefore, neither Party is responsible to the other for any damages associated with failure to deliver the electric energy, nor for damages it may cause prior to delivery to Customer’s ESI ID(s). Once the electric energy is delivered to Customer’s ESI ID(s) it is deemed in possession and control of Customer. ELECTRICITY SOLD UNDER THIS AGREEMENT WILL MEET THE QUALITY STANDARDS OF THE APPLICABLE LOCAL DISTRIBUTION UTILITY AND WILL BE SUPPLIED FROM A VARIETY OF SOURCES. GEXA MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND GEXA EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. GEXA EXPRESSLY NEGATES ALL OTHER REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF WARRANTY WITH RESPECT TO CONFORMITY, TO MODELS OR SAMPLES, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

B.5 Force Majeure. Gexa shall make commercially reasonable efforts to provide electric service, but does not guarantee a continuous supply of electricity. Gexa does not generate electricity nor does it transmit or distribute electricity. Causes and events out of the control of Gexa and Customer (“**Force Majeure Event(s)**”) may result in interruptions in service or the ability to accept electricity. If either Party is unable to perform its obligations, in whole or in part, due to a Force Majeure Event, then the obligations of the affected Party (other than the obligation to pay any amounts owed to Gexa that relate to periods prior to the Force Majeure Event) are suspended to the extent made necessary by such Force Majeure Event. Therefore, neither Party is liable to the other Party for damages caused by Force Majeure Events, including acts of God, acts of, or the failure to act by, any governmental authority (including the PUCT or ERCOT and specifically including failure by ERCOT to make Customer meter read data available), accidents, strikes, labor troubles, required maintenance work, events of “force majeure” or “uncontrollable force” or a similar term as defined under the applicable transmission provider’s tariff, inability to access the local distribution utility system, non-performance by the supplier or the local distribution utility, changes in laws, rules, or regulations of any governmental authority (including the PUCT or ERCOT) that would prevent the physical delivery of energy to Customer’s facilities, or any cause beyond such Party’s control. The Parties agree that Appropriations Failures and Scheduling Failures are not Force Majeure Events.

C. CONFIDENTIALITY AGREEMENT

C.1 Confidentiality. Customer is a governmental body subject to public information laws, including Chapter 552 of the Texas Government Code. If Customer receives a valid request under applicable public information laws for information related to this Agreement, it shall provide Gexa notice of the request including a description of the information sought prior to Customer’s release of information so that Gexa has the opportunity to determine whether such information is subject to an exception as trade secret, competitive, commercial, or financial information. With the exception of the preceding disclosures pursuant to public information laws, a Party (that party, the “**Receiving Party**”) shall keep confidential and not disclose any to third parties Confidential Information which is disclosed to the Receiving Party by the other Party (that party, the “**Disclosing Party**”) except for disclosures to Authorized Parties or as required by law. “**Confidential Information**” means information in written or other tangible form which is marked as “Confidential” when it is disclosed to the Receiving Party, except that Confidential Information shall not include information which (i) is available to the public, (ii) becomes available to the public other than as a result of a breach by the Receiving Party of its obligations hereunder, (iii) was known to the Receiving Party prior to its disclosure by the Disclosing Party, or (iv) becomes known to the Receiving Party thereafter other than by disclosure by the Disclosing Party. The provisions of this Section apply regardless of fault and survive termination, cancellation, suspension, completion or expiration of this Agreement for a period of two (2) years. Customer authorizes Gexa to provide TCAP with all information requested by TCAP about Customer’s account and billings. “**Authorized Parties**” means those officers, directors, employees, agents, representatives and professional consultants of the Parties, and of the Parties’ affiliates, that have a need to know the Confidential Information for the purpose of evaluating and performing this Agreement.

D. DEFAULT AND REMEDIES

D.1 Events of Default. An event of default (“**Event of Default**”) means: (a) the failure of Customer to make, when due, any payment required under this Agreement for any undisputed amount if that payment is not made within fifteen (15) business days after receipt of written notice (facsimile or electronic mail are valid forms of notice for this paragraph) from Gexa; or (b) any representation or warranty made by a Party proves to be false or misleading in any material respect; (c) except as provided in clause (a) above or otherwise in this section D.1, the failure of any Party to perform its obligations under this Agreement and that failure is not excused by Force Majeure and remains uncured following 20 business days written notice of the failure; (d) the defaulting Party (i) makes an assignment or any general arrangement for the benefit of creditors; or (ii) files a petition or otherwise commences, authorizes or acquiesces to a bankruptcy proceeding or similar proceeding for the protection of creditors, or has such a petition filed against it and that petition is not withdrawn or dismissed within 20 business days after filing; or (iii) otherwise becomes insolvent; or (iv) is unable to pay its debts when due; or (v) fails to establish, maintain or extend Credit in form and in an amount acceptable to Gexa when required; or (e) the Wholesale Transaction is terminated due to a default by Gexa under CESAs with other TCAP members or due to a default by the Energy Manager under the

Wholesale Transaction. If an Event of Default listed in subsection (d) of this Section occurs, it is deemed to have automatically occurred prior to such event.

D.2 Remedies upon an Event of Default. If an Event of Default occurs and is continuing, upon written notice to the defaulting Party, the non-defaulting Party may (a) commence an action to require the defaulting Party to remedy such default and specifically perform its duties and obligations in accordance with the Agreement; (b) exercise any other rights and remedies it has at equity or at law, subject to the Agreement's Limitations of Liabilities; and/or (c) suspend performance; provided, however, that suspension shall not continue for longer than ten (10) Business Days unless the non-defaulting Party has declared an early termination with proper notice. If Customer is responsible for an Event of Default and fails to cure within ten (10) days of written notice (such additional cure period does not apply to default for non-payment), in addition to its other remedies, Gexa may (i) terminate this Agreement; and (ii) charge Customer the Customer Early Termination Penalty pursuant to Section 5 of this Agreement. Notwithstanding the above, Gexa shall not disconnect or order disconnection of service to Customer unless the following events have all occurred: (1) Customer has an Event of Default for nonpayment under Section D.1(a) above, (2) Gexa gives Customer a ten (10) day written disconnection notice; and (3) Customer does not pay all undisputed outstanding payments owed by the end of the ten (10) day notice period. .

E. MISCELLANEOUS PROVISIONS

E.1 Disclaimer. This Agreement does not constitute, create, or otherwise recognize the existence of a joint venture, association, partnership, or other formal business entity of any kind among the Parties and the rights and obligations of the Parties are limited to those set forth in this Agreement.

E.2 Headings. The descriptive headings of the Articles and Sections of this Agreement are inserted for convenience only and are not intended to affect the meaning, interpretation or construction of this Agreement.

E.3 Waiver. Except as otherwise provided, failure of a Party to comply with an obligation, covenant, agreement, or condition may be waived by the other Party only in a writing signed by the Party granting the waiver, but that waiver does not constitute a waiver of, or estoppel with respect to a subsequent failure of the first Party to comply with that obligation, covenant, agreement, or condition.

E.4 Assignment. Except as provided in the REP Services Agreement, Customer shall not assign this Agreement, in whole or in part, or any of its rights or obligations pursuant to the Agreement without Gexa's prior written consent, which shall not be unreasonably withheld. Gexa may withhold consent if a proposed assignee fails to be at least as creditworthy as Customer as of the Effective Date. Gexa may: (a) transfer, sell, pledge, encumber or assign the revenues or proceeds of this Agreement in connection with any financing or other financial arrangement; (b) transfer or assign this Agreement to a Gexa affiliate with operating capability and financial condition substantially similar to Gexa; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Gexa with an operating capability and financial condition substantially similar to Gexa as of the execution date of this Agreement; and/or (d) transfer or assign this Agreement to a certified REP with an operating capability and financial condition substantially similar to Gexa as of the execution date of this Agreement. In the case of (b), (c), or (d), any such assignee shall agree in writing to be bound by these Terms and Conditions of Service, and upon assignment, Gexa shall have no further obligations under this Agreement. Gexa shall not assign the Agreement to a non-affiliated entity (including its guarantor) that has a credit rating lower than BBB- without the prior written consent of TCAP, which shall not be unreasonably withheld.

E.5 No Third-Party Beneficiaries. This Agreement does not confer any rights or remedies on any person or party other than the Parties, their successors and permitted assigns; except that the Parties recognize that TCAP is entitled to receive the Aggregator Fee .

E.6 Severability. If a provision of this Agreement is held to be unenforceable or invalid by a court or regulatory authority of competent jurisdiction, the validity and enforceability of the remaining provisions are unaffected by that holding, and the Parties shall, to the extent possible, negotiate an equitable adjustment to the provisions of this Agreement in order to preserve the original intent and purpose of this Agreement.

E.7 Entire Agreement; Amendments. This Agreement constitutes the entire understanding between the Parties, and supersedes any and all previous understandings, oral or written, with respect to the subjects it covers. This Agreement may be amended only upon the mutually signed, written agreement of the Parties.

E.8 Further Assurances. The Parties shall promptly execute and deliver, at the expense of the Party requesting such action, any and all other and further instruments and documents which are reasonably requested in order to effectuate the transactions contemplated in this Agreement.

E.9 Emergency, Outage and Wire Service. In the event of an emergency, outage or service need, Customer shall call the TDSP for the service area of the ESI ID experiencing the emergency, outage or service need.

E.10 Customer Care. Customer may contact Gexa Customer Care if Customer has specific comments, questions, disputes, or complaints toll free at 1-866-961-9399, Monday to Friday 7:00 a.m. – 8:00 p.m. CST and Saturday from 8:00 a.m. – 2:00 p.m.. Gexa shall assist and cooperate with Customer regarding communications with a TDSP relating to service to any ESI ID served by Gexa under this Agreement.

E.11 Governing Law.

a. This Agreement is governed by and construed and enforced in accordance with the laws of the State of Texas applicable to contracts made and performed in the State of Texas, without regard to the State of Texas conflict of laws provisions.

b. All disputes between the Parties under this Agreement which are not otherwise settled will be decided by a court of competent jurisdiction in Harris County, Texas, and the Parties submit to the jurisdiction of the courts of the State of Texas and the Federal District Courts in Houston, Harris County, Texas. All disputes are governed under the laws of the State of Texas.

c. Subject to the provisions of E.11.a. above, this Agreement is subject to, and in the performance of their respective obligations under this Agreement the Parties shall comply with, all applicable federal, state and local laws, regulations and requirements (including the rules, regulations and requirements of quasigovernmental and regulatory authorities with jurisdiction over the Parties, including ERCOT) (collectively, "*Applicable Law*").

E.12 No Presumption Against Drafting. Both Parties contributed to the drafting of this Agreement. The rule of construction that any ambiguity is construed against the party who drafted this Agreement does not apply to this Agreement.

E.13 Counterparts; Facsimile Copies. This Agreement may be executed in counterparts, all of which constitute one and the same Agreement and each is deemed an original. A facsimile copy of either Party's signature is considered an original for all purposes, and each Party shall provide its original signature upon request.

E.15 Offer for Electric Service; Refusal of Service. This Agreement, including these Terms and Conditions of Service, constitute an offer for electric service, and is expressly conditioned on acceptance of this Agreement by Gexa. Gexa may refuse to provide electric service to Customer subject to the requirements of Applicable Law.



Background.

Texas Coalition for Affordable Power has procured electricity for its members and the City of Odessa since the beginning of retail electric deregulation in Texas in 2002. In the recent past, it has become evident that the electric market and the mix of available sources and supplies have changed dramatically. While the current electric fixed price/fixed term contract has worked well, TCAP believes that a more optimum program—called Strategic Hedging Program (SHP)-- will now be offered to its members. In recent years, the United States has become the world's largest supplier of oil and natural gas, particularly with the development of fracking technology. The Department of Energy production estimate through 2050 shows a well-supplied market and stable price outlook.

Historical contracts for City of Odessa.

Early in deregulation, electricity contracts were typically only six months to a year. In 2009 TCAP was able to acquire a five-year contract. Then in 2011, TCAP got a blend and extend contract until the end of 2017 at a rate of 6.372 cents/kWh. The City of Odessa chose to take a three-year contract in 2015 for the 2018 term at a rate of 3.979 cents/kWh. Eleven TCAP members chose to take the three-year contract instead of waiting until 2016 for a five year contract. The rates in 2016 were lower than 2015 and TCAP was able to convert the three-year contracts into a five-year contract at 3.813 cents/kWh. It is estimated that the City of Odessa saved \$669,661 annually on energy costs alone with the new 2018 contract.

What is SHP?

Instead of buying electricity through a fixed price longer term contract, SHP will procure one twelfth of the annual supply each month, two years forward year-to-year. This provides the lowest market pricing to reduce carrying charges and risk premiums that longer term contracts must charge. Pricing will never be out of the market. SHP features an ultra-competitive RFP process of 20+ vetted creditworthy suppliers. At least 4 suppliers will be in each TCAP portfolio at all times. Prices will be known to members well prior to fiscal year budgeting needs. It avoids the "all-in" guess of a single fixed price multi-year deal. It also provides members with twice a year periodic off ramps if a member desires to revert to a traditional fixed price/fixed term contract.

Although impossible to know what the actual costs will be during the new SHP contract, TCAP's energy consultant went back and created SHP from 2018 forward using the process that will be used and actual rates received on the day a RFP would have been released. If TCAP had been under SHP since 2018, the City of Odessa would have seen an additional \$97,844 savings over the current rate in 2018, \$171,918 in 2019, \$136,540 in 2020 and \$58,873 in 2021.

What action needs to be taken and when?

In order to prepare for an electric supply contract beyond the 2022, it is necessary for members to have their governmental bodies pass the enclosed resolution to approve the Professional Services Agreement and the Commercial Electricity Service Agreement. The resolution authorizes TCAP to function as a procurer of energy in addition to serving as an agent in negotiating contracts.

**CITY OF ODESSA
CITY COUNCIL AGENDA ITEM**

Meeting Date:	07/14/2020	Item Type:
Contact:	Norma Aguilar-Grimaldo	Regular
Department:	City Secretary	
Finance Committee Review? No		
CAPTION		
Appointment of Boards.		
SUMMARY OF ITEM		
ANIMAL SHELTER ADVISORY COMMITTEE CITIZENS GOLF ADVISORY COMMITTEE HISTORIC PRESERVATION COMMISSION TRAFFIC ADVISORY COMMITTEE ZONING BOARD OF ADJUSTMENT MIDLAND ODESSA URBAN TRANSIT DISTRICT PERMIACARE MH/MR BOARD OF TRUSTEES PLANNING AND ZONING COMMISSION		
FISCAL IMPACT? No		
Comments:		
Supporting Documents:	Other Departments, Boards, Commissions or Agencies:	