

Town of Pecos City Regular City Council
Regular City Council Meeting City
Council Chambers
115 W. 3rd Street, Pecos, TX 79772
Thursday, November 12, 2020 – 5:30 PM

CITIZENS MAY PARTICIPATE IN THIS MEETING VIA INTERNET AT:
www.pecostx.gov/watch

PUBLIC COMMENTS REGARDING AGENDA ITEMS CAN BE SUBMITTED TO THE CITY COUNCIL AT public-comments@pecostx.gov.

WRITTEN COMMENTS WILL BE RECEIVED UP UNTIL 5:00 PM ON THE DAY OF THE MEETING.

COMMENTS RECEIVED PRIOR TO 5:00 PM WILL BE READ ALOUD DURING THE PUBLIC COMMENTS PORTION OF THE COUNCIL MEETING

Please visit <https://www.texasattorneygeneral.gov/news/releases/governors-office-clears-path-governmental-bodies-meet-telephonically-or-videoconference-during>

and/or

<https://www.texasattorneygeneral.gov/sites/default/files/images/admin/2020/Press/Open%20Meeting%20for%20more%20information%20regarding%20these%20special%20exceptions.pdf>
for more information regarding these special exceptions.

Invocation by Councilwoman Trujillo

Pledge of Allegiance by Councilman Saldana

- A. Call to Order
- B. Invocation
- C. Pledge of Allegiance
- D. Public Comments

E. Consent Agenda

- E.1 Approve the Minutes for the October 22, 2020 Regular City Council Meeting
[MINUTES for Regular City Council Meeting 10-22-2020.pdf](#)
- E.2 Approve the minutes of the October 19, 2020 Regular Pecos 4B Economic Development Corporation board meeting
[Pecos EDC 10192020 Agenda and Minutes for City Council Meeting.pdf](#)
- E.3 Approve Expenditure Report
- E.4 Approve October PD Call Log

F. Non-Consent

- F.1 **DISCUSS/CONSIDER RESOLUTION 20-11-01R** Canvassing November 3, 2020 Special City Election Results - Syra Nichols, City Secretary
[RESOLUTION NO 20-11-01R Canvass Specal Election 11-03-2020.docx](#)
- F.2 **OATH TO OFFICE** to Swear in Newly Appointed City Councilor, Seat 5 – Syra Nichols, City Secretary
[Oath to Office - Valerie M. Trujillo.pdf](#)
- F.3 **PRESENTATION AND DISCUSSION** on "Pecos Bills" Baseball Team and the Pecos Regional Sports Complex - Andrew Dunn, League Manager
[2021Proposal.pdf](#)
[FacilityUse.Agmt\(2016\).pdf](#)
[Pecos_Bills_bottom.jpg](#)
[pecos_header_facebook.png](#)
- F.4 **PRESENTATION** Chevron and Noble merger, Brittany Kelm and Cary Baird, Chevron
- F.5 **DISCUSS** amending Resolution 20-06-01R, setting intermodal shipping container permit rates - Arthur Orona, Councilmember
- F.6 **DISCUSS** Water rates charged to the Reeves County Golf Course - Arthur Orona, Councilmember
- F.7 **DISCUSS** Water and Sewer Rates - Arthur Orona, Councilman
- F.8 **DISCUSS** creation of a new/revised Town of Pecos City Charter - David Flores, Mayor
- F.9 **DISCUSS/CONSIDER RESOLUTION 20-11-02R** a resolution approving the appointment of David Flores, Mayor as a Municipal Court Judge - David Flores, Mayor
[Reso 20-10-06R Alternate_Judge.docx](#)
- F.10 **UPDATE** on West Pecos project- additions, financing, developer interest, master plan, and West Pecos Management District land purchase - Rod Ponton, City Attorney
- F.11 **PRESENTATION** by ISTMO on new 25,000 bbl/day refinery, crude loading terminal in West Pecos, need to be annexed into WPMD - Alex Gutierrez, Jarrett Vick, WPMD

Consultants

- F.12 **PRESENTATION** by WPMD Financial Advisor Laura Radcliff, Stifel Securities, regarding WPMD bond offering for land bank, WPMD ability to finance land purchase from TOPC - Laura Radcliff, WPMD Consultants
- F.13 **PRESENTATION** by WPMD outside counsel Tim Austin regarding ISTMO addition, WPMD bond issuance. (Tim Austin)
- F.14 **DISCUSS/CONSIDER RESOLUTION 20-11-03R** Entering into an agreement with Parkhill for engineering work associated with obtaining a permit amendment for Alternative Daily Cover and approving contract work in the amount of \$17,200.00 - Donnie McKinney, Environmental Services Director
[Resolution 20-11-03R Parkhill.docx](#)
[Parkhill - Scope & Fee - ADC Permit Amendment.pdf](#)
[ECA700 Quote.pdf](#)
[Pecos Landfill Quote - 4-6-2020.pdf](#)
- F.15 **DISCUSS/CONSIDER RESOLUTION 20-11-04R** To approve signatories for West Texas National Bank bank accounts - Charles Lino, Finance Director
[Resolution for adding C Lino and K Irely to the Bank Accounts.docx](#)
- F.16 **DISCUSS/CONSIDER RESOLUTION 20-11-05R** a resolution approving the reappointment of alternate Municipal Court Judges - Kristen Irely, Deputy City Manager
- F.17 **DISCUSS/CONSIDER RESOLUTION 20-11-06R** Granting an easement from the Town of Pecos City to the Town of Pecos City for the purpose of installing utilities in areas described as:
- a. a .069 Grid and Surface Acres Tract of Land out of Section 14, Block 5, H&GN Ry Co. Survey, A-4356, Reeves County, Texas
 - b. a 0.90 Grid and Surface Acres Tract of Land out of a 1.33 Grid and Surface Acres Tract of Land out of the Northwest Quarter (NW4) of Section 14, Block 5, H&GN Ry Co. Survey, A-4356, Reeves County, Texas
 - c. a 0.30 Grid and Surface Acres Tract of Land out of a 0.91 Grid and Surface Acres Tract of Land out of the Northwest Quarter (NW4) of Section 14, Block 5, H&GN Ry Co. Survey, A-4356, Reeves County, Texas
- Seth Sorensen, City Manager
[RES 20-11-06R_Accepting Donation of Easement for the Purpose of Utilities.pdf](#)
- F.18 **DISCUSS/CONSIDER RESOLUTION 20-11-07R** Sale of Self-Contained Breathing Apparatus (SCBA) to Reeves County Emergency Service District #1 - Seth Sorensen City Manager
[RES 20-11-07R sale SCBA and Accessories to ESD 1 and 2 \(\\$29,740.00\).pdf](#)
[RCESD No. 1_City of Pecos Fire SCBA Purchases_Offer Letter 11.2020 ATTACH TO RESOLUTION 20-11-07R .pdf](#)
- F.19 **DISCUSS/CONSIDER RESOLUTION 20-11-08R** to approve sale of two city tracts (513 acres and 620 acres) to WPMD at cost plus accrued interest - Seth Sorensen, City Manager
[1690-004 Title Survey_02-18-19-2 \(2\).pdf](#)
[1690-004 Title Survey_MB_02-18-19-2 \(3\).pdf](#)

[1690-009 513 acre mb_03-04-19 \(1\).pdf](#)
[1690-009 513 acre survey_03-04-19 \(1\).pdf](#)
[RES 20-11-08R Sale of 513 and 620 acre tracts to the WPMMD.docx](#)

- F.20 **DISCUSS/CONSIDER RESOLUTION 20-11-09R** Approving the award for the Lincoln Street Stoplight Project to Willis Electric Co. LP., for the Total Contract Amount of \$329,890.00 - Seth Sorensen, City Manager

[Recommendation-to-Award.pdf](#)

[RES 20-11-09R Awarding Contract to Willis Electric for Lincoln Street Stoplight Project.docx](#)

- F.21 **DISCUSS/CONSIDER RESOLUTION 20-11-10R** Approving to award a bid for the SCADA Project - Seth Sorensen, City Manager

[Recommendation of Award.pdf](#)

[RES 20-11-10R SCADA Bid Acceptance.docx](#)

- F.22 **DISCUSS/CONSIDER RESOLUTION 20-11-11R** Contract Amendment with MBS Development Services for the SEQ Utilities Project in the amount of \$25,000.00 - Seth Sorensen, City Manager

[100%Amendment 1 118 W&S Facilities_101720.pdf](#)

[RES 20-11-11R SEQ Engineering Design Change Order.docx](#)

- F.23 **DISCUSS/CONSIDER RESOLUTION 20-11-12R** a resolution approving the purchase of Holm Tract located on Highway 285 south of I-20 for the amount of \$37,500.00 - Seth Sorensen, City Manager

[RES 20-11-12R Purchase of Holm Tract.docx](#)

- F.24 **DISCUSS/CONSIDER ORDINANCE 20-10-01** an ordinance to approve the renaming of "W. Jackson Street" to "W. Elizabeth Street" from the west end of Texas Street to the east end of Oak Street, 2nd Reading - Seth Sorensen, City Manager

[ORD 20-10-01 Renaming W Jackson Street to W Elizabeth Street.docx](#)

- F.25 **UPDATE** on Volunteer Fire Department Station and items discussed at Joint Entity meeting - Seth Sorensen, City Manager

Executive Session under Tex. Gov't Code § 551.071, 551.072 551.074, 551.087

1. Consultation with Attorney
2. Personnel Matters
 1. Annual Performance Review for Municipal Court Judge
 2. Discuss/Consider City Attorney Contract
3. Real Estate Negotiations
4. Economic Development

Open Executive Session under Tex. Gov't Code § 551.071, 551.072 551.074, 551.087

1. Consultation with Attorney
2. Personnel Matters
3. Real Estate Negotiations

4. Economic Development

G. Discuss Items for Next City Council Agenda – City Council

H. Adjournment

The council may vote and/or act upon each of the item listed on this agenda. The city council reserves the right to retire into executive session concerning any of the items listed on this agenda whenever it is considered necessary and legally justified under the Open Meeting Act. The City may act in open session on any items listed for the executive session.

City Council meetings are available to all persons regardless of disabilities who require special assistance should contact the City Secretary's office at (432) 445-2421 or at 115 W. 3rd Street, Pecos, Texas during normal business hours at least twenty-four hours in advance of the meeting.

City Secretary

This notice is posted pursuant to the Texas Open Meeting Act. (GOVERNMENT CODE SECTION 551.001.E.T.SEQ).

POSTED ON OR BEFORE November 9, 2020 at 5:30 PM

The City Council of the Town of Pecos city met for the Regular City Council Meeting in Regular City Council Meeting City Council Chambers 115 W. 3rd Street, Pecos, TX 79772 on Thursday, October 22, 2020 at 5:30 PM with the following present:

Valerie Trujillo	Member
Arthur Orona	Member
Veronica Baca	Member
Conrad Saldana	Member
Gerald Tellez Jr.	Mayor Pro-Tem
David Flores	Mayor

Item A. Call to Order

Item B. Invocation

Item C. Pledge of Allegiance

Item D. Public Comments

Syra Nichols, City Secretary, reminded everyone that early elections is going on through October 30th and election day is on November 3rd and encouraged everyone to go out and exercise their right to vote.

Howdy Lisenbee, Assistant City Manager, thanked the Council for allowing him to serve the Pecos Community and that he will always stay Pecos Proud. Mr. Lisenbee stated that Pecos in the position to boom and asked that the Council aim to group together a group of professionals that take care of the day to day operations and will help the community prosper.

Seth Sorensen, City Manager, thanked and commended Howdy Lisenbee, Assistant City Manager and wished him well on his new journey as City Manager of the City of Commerce.

Veronica Baca, Councilwoman, asked that anyone who goes trick-or-treating do so with all precautions and to stay safe. Friday, October 30, 2020 various businesses in the community will be passing out candies for trick-or-treaters from 4:00 PM to 8:00 PM.

Oscar Ornelas, CES, invited the community attend the community Trunk-or-Treat on Saturday, October, 31, 2020 from 6:00-8:00 PM. Mr. Ornelas also asked if anyone would like to sponsor towards the Miracle on 3rd St. toy drive to please reach out to him.

Item E. Consent Agenda

On motion by Gerald Tellez Jr. and seconded by Veronica Baca, the council voted unanimously to approve Consent Agenda.

E.1 Approve the Minutes of the October 15, 2020 Regular City Council Meeting

E.2 Expenditure Report

Item F. Non-Consent

F.1 PRESENTATION Chevron and Noble merger, Brittany Kelm and Cary Baird, Chevron – Item postponed for further information.

F.2 DISCUSS/CONSIDER RESOLUTION 20-10-04R a resolution to change the regularly scheduled City Council meetings scheduled for Thursday, November 26, 2020 and Thursday, December 24, 2020 - Syra Nichols, City Secretary

On motion by Arthur Orona and seconded by Valerie Trujillo, the council voted unanimously to approve Resolution 20-10-04R, to change the regularly scheduled city council meetings scheduled for Thursday, November 26, 2020 and Thursday, December 24, 2020,.

F.3 DISCUSS/CONSIDER RESOLUTION 20-10-05R Authorizing the purchase of the Holm Tract located on Highway 285, south of I-20 - Seth Sorensen, City Manager – Item postponed for further information.

F.4 DISCUSS/CONSIDER RESOLUTION 20-10-06R Appointing Mayor David Flores as a Municipal Judge – Item postponed for further information.

F.5 DISCUSS/CONSIDER ORDINANCE 20-10-01 an ordinance to approve the renaming of "W. Jackson Street" to "W. Elizabeth Street" from the west end of Texas Street to the east end of Oak Street, 1st Reading - Seth Sorensen, City Manager

On motion by Conrad Saldana and seconded by Gerald Tellez Jr., the council voted unanimously to approve Ordinance 20-10-01, 1st Reading,.

Entered Executive Session at 5:52 PM

Executive Session under Tex. Gov't Code § 551.071, 551.072 551.074, 551.087

1. Consultation with Attorney
2. Personnel Matters
 - a. City Manager Annual Evaluation
 - b. Chief of Police Annual Evaluation
3. Real Estate Negotiations
4. Economic Development

Entered Open Session at 7:18 PM

Open Session under Tex. Gov't Code § 551.071, 551.072 551.074, 551.087

1. Consultation with Attorney

2. Personnel Matters
 - a. City Manager Annual Evaluation
 - b. Chief of Police Annual Evaluation
3. Real Estate Negotiations
4. Economic Development

Item G. Discuss Items for Next City Council Agenda – City Council

-Discuss/Consider Water and Sewer Rates

Item H. Adjournment

Adjourned at 7:20 PM

Attest: _____
David Flores, Mayor

Syra Nichols, City Secretary

PECOS 4B ECONOMIC DEVELOPMENT CORPORATION

119 South Cedar Street
Pecos, TX 79772

Regular Board Meeting

Date: Monday – October 19, 2020 Time: 5:30 P.M. Location: PEDC Board Room

This meeting is posted pursuant to the Texas Open Meetings Act, 551.001.ET.SEQ

IN RESPONSE TO THE COVID 19 OUTBREAK, THE PUBLIC IS ENCOURAGED TO JOIN VIA TELECONFERENCE USING ZOOM. THE PUBLIC MAY JOIN THE CONFERENCE CALL BY DIALING 1-346-248-7799 using Meeting ID 843 6298 5314

CALL TO ORDER

Invocation
Pledge of Allegiance
Public Comments

1. Introduce New Board Member and Acknowledge Outgoing Board Members
2. Organize Board/Election of Officers for 2020-2021
 - a. President
 - b. Vice President
 - c. Secretary/Treasurer
3. Approve the September 21, 2020 Regular Board Meeting Minutes.
4. Discuss/Consider – September 2020 Financial Statements and reports, Year End
5. Approve Resolution - Authorizing Board President or Vice President to sign any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors approve
6. Approve Resolution - Authorizing Officers of the Corporation and Executive Director to sign checks on behalf of this corporation, with a minimum of two signatures required on any check
7. Discuss/Consider - approval of PEDC Board of Director meeting dates for 2020/2021
8. Discuss/Consider – 3rd Quarter Investment Report
9. Review/Update - Directors Report
 - a. Short and Long Term Cash requirements report
 - b. Texas Lantana reimbursement report concerning PRTC
 - c. Monthly contact report for September
 - d. Report from Retail Strategies

P.O. Box 1493
Pecos, TX 79772
(432) 445-9960

PECOS 4B ECONOMIC DEVELOPMENT CORPORATION

10. Discuss/Consider - approval of the following wires from or to the Pecos Economic Development Corp.
 - a. September 21st PEDC wire transfer of \$1,217,491.02 from TEXPOOL Account #7949700001 to WTNB account #6220258 to pay TOPC Meadowbrook invoices
 - b. September 29th PEDC wire transfer of \$125,000.00 from TEXPOOL Account #7949700001 to WTNB account #6220258 to pay for Troy Vines area cleanup to GPS
 - c. October 1st PEDC wire transfer of \$180,000.00 from TEXPOOL Account #7949700002 to WTNB account #6838456 to purchase 8 lots from Second Chapter
 - d. October 7th PEDC wire transfer of \$280,000 from WTNB account #6838456 (Land Sale acct) to TEXPOOL Account #7949700002, proceeds from Meadowbrook lots sales
11. Discuss/Consider - granting of four (4) Variable Width Right-of Way and Utility Easements to help provide sewer to the South-East Quadrant (SEQ)
 - a. A 0.09 Grid and Surface Acres Tract of land out of the Northwest Quarter (NW4) of Section 14, Block 5, H&GN Railroad Company Survey
 - b. A 0.61 Grid and Surface Acres Tract of land out of a .91 Grid and Surface Acres Tract of land out of the Northwest Quarter (NW4) of Section 14, Block 5 H&GN Railroad Company Survey
 - c. A 0.43 Grid and Surface Acres Tract of land out of a 1.33 Grid and Surface Acres Tract of land out of the Northwest Quarter (NW4) of Section 14, Block 5 H&GN Railroad Company Survey
 - d. A 1.39 Grid and Surface Acres Tract of land out of a 145.35 Grid and Surface Acres Tract of land out of Section 24 Block 5 H&GN Railroad Company Survey

12. Closed Session as authorized by the Texas Open Meetings Act, 551.101 et. seq.

A. Texas Government Code - 551.072 - Deliberation regarding the purchase, exchange, lease or value of Real Property.

1. Lot 2, Block 3, Broadway Addition to the Town of Pecos City
2. Two (2) offers for acreage in Section 11, Block 5, H&GN Railroad survey
 - a. 4 acres more or less
 - b. 10 acres, more or less

Open Session, take action, if any, on the items discussed in closed session, 551.072,

A. Texas Government Code - 551.072 - Deliberation regarding the purchase, exchange, lease or value of Real Property.

1. Lot 2, Block 3, Broadway Addition to the Town of Pecos City
2. Two (2) offers for acreage in Section 11, Block 5, H&GN Railroad survey
 - a. 4 acres more or less
 - b. 10 acres, more or less

13. Items for next agenda (November 16th)

14. Adjourn

P.O. Box 1493
Pecos, TX 79772
(432) 445-9960

PECOS 4B ECONOMIC DEVELOPMENT CORPORATION

The Board may vote and/or act upon each of the items listed on this agenda. The Board reserves the right to retire into executive session concerning any of the items listed on this agenda, whenever it is considered necessary and legally justified under the Open Meetings Act. The Board may act in open session on any items listed for the executive session.

Board meetings are open to all persons. Individuals with disabilities who require special assistance should contact the PEDC office at 445-9960 during normal business hours at least twenty-fours in advance of the meeting.

A handwritten signature in blue ink, appearing to read "Ken W Winkles", is written over a horizontal line.

Posted: Friday October 16, 2020 at 4:00 PM

Kenneth Winkles – Executive Director

P.O. Box 1493
Pecos, TX 79772
(432) 445-9960

MINUTES

The Pecos 4B Economic Development Corporation

BOARD OF DIRECTORS MEETING

October 19, 2020

5:30 P.M.

Board Members Present:	Joseph Jaquez Pres. Ron Garcia, S/T David Dominguez Ken Winkles, Executive Director	Peggy Salcido, VP (Zoom) Oscar Ornelas Gabriel Martinez
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Absent: Paul Hinojos, Mayor David Florez – Ex Officio,

Others Present: Seth Sorenson – Ex Officio (Zoom) – Jon Fulbright, Pecos Enterprise

AGENDA

- Joseph Jaquez, current Board President called the meeting to order at 5:30 p.m.
 - Invocation
 - Pledge
1. Executive Director, Kenneth Winkles, introduced new Board member Oscar Ornelas and thanked Matt Elliott for his service of two years to the PEDC Board
 2. On a motion by Gab Martinez and a Second by Oscar Ornelas, the Board approved the nominations of Joseph Jaquez as President, Peggy Salcido as Vice President and Ron Garcia as Sect/Treasurer for the Board year of 2020-2021. Motion approved unanimously
 3. On a motion by David Dominguez and a Second by Ron Garcia, the Board approved the Minutes from the September 21, 2020 Board meeting. Motion approved unanimously.
 4. On a motion by Peggy Salcido and a Second by Oscar Ornelas, the Board approved the September 2020 Year-End Financial statements and reports. Motion approved unanimously.
 5. On a motion by Gab Martinez and a Second by David Dominguez, the Board approved the Resolution authorizing the Board President or Vice President to sign any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors approve. Motion approved unanimously.
 6. On a motion by Oscar Ornelas and a Second by David Dominguez, the Board approved the Resolution authorizing Officers of the Corporation and Executive Director to sign checks on behalf of this corporation, with a minimum of two signatures required on any check. Motion approved unanimously
 7. On a motion by Ron Garcia and a Second by Gab Martinez, the Board approved the PEDC Board of Director meeting dates for 2020/2021. Motion approved unanimously.
 8. On a motion by Oscar Ornelas and a Second by Gab Martinez, the Board approved the 3rd Quarter Investment Report. Motion approved unanimously.
 9. The Board reviewed the Directors report presented by the Executive Director

10. On a motion by Gab Martinez and a Second by Ron Garcia, the Board approved all PEDC funds transfers presented by the Executive Director. Motion approved unanimously.
11. On a motion by Oscar Ornelas and a Second by Peggy Salcido, the Board approved granting all four (4) Variable Width Right-of Way and Utility Easements to help provide sewer to the South-East Quadrant (SEQ) as presented by the Executive Director. Motion approved unanimously

Closed session began at 6:13pm

12. Closed Session as authorized by the Texas Open Meetings Act, 551.101 et. seq.

A. Texas Government Code - 551.072 - Deliberation regarding the purchase, exchange, lease or value of Real Property.

1. Lot 2, Block 3, Broadway Addition to the Town of Pecos City
2. Two (2) offers for acreage in Section 11, Block 5, H&GN Railroad survey
 - a. 4 acres more or less
 - b. 10 acres, more or less

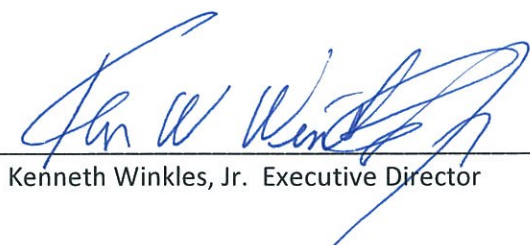
Open Session began: 6:35pm

Open Session, take action, if any, on the items discussed in closed session

A. Texas Government Code - 551.072 - Deliberation regarding the purchase, exchange, lease or value of Real Property.

1. **Lot 2, Block 3, Broadway Addition to the Town of Pecos City** – on a motion by David Dominguez and a Second by Ron Garcia , the Board instructed the Executive Director to continue negotiations. Motion passed unanimously
2. **Two (2) offers for acreage in Section 11, Block 5, H&GN Railroad survey**
 - a. **4 acres more or less** - on a motion by David Dominguez and a Second by Gab Martinez, the Board denied the offer as presented, but allowed the Executive Director to continue negotiations. Motion passed unanimously
 - b. **10 acres, more or less** on a motion by David Dominguez and a Second by Ron Garcia, the Board accepted the offer as presented, and instructed the Executive Director to continue negotiations. Motion passed unanimously

17. No items were presented for the next Board meeting
18. On a motion by Ron Garcia and a Second by David Dominguez, the Board adjourned at 6:37 pm



Kenneth Winkles, Jr. Executive Director

October 21, 2020

RESOLUTION NO 20-11-01R

RESOLUTION DECLARING RESULTS OF NOVEMBER 3, 2020 CITY SPECIAL ELECTION

WHEREAS, on this 12th day of November, 2020 the City Council of the Town of Pecos City of Reeves County, Texas, convened in regular session open to the public, at the regular meeting place thereof at the City Hall in said City, with the following members present:

David Flores	Mayor
Gerald Tellez	Mayor Pro-Tem
Conrado Saldana Jr.	Councilman
Veronica Baca	Councilwoman
Arthur Orona	Councilman
Valerie Trujillo	Councilwoman

WHEREAS, with the following not present:

WHEREAS, the regular session still convened constituting a quorum, and among other proceedings, passed the following resolution:

WHEREAS, there came on to be considered the returns of an election held on the 3rd of November 2020, to elect one (1) Councilor, it appeared that said election was in all respects legally held and that said returns were duly and legally made and that were cast at said election of 2,616 votes:

To serve out the remainder of Councilmember, Seat 5 Term (Expires May 2021):

Councilor for Seat 5:

Valerie M. Trujillo	1,653
Anjelica Marie Valenzuela	963

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PECOS, TX

That said election was duly called; that notice of said election was given in accordance with law; that said election was held in accordance with law; and that by the council of the TOWN OF PECOS CITY, TEXAS that Valerie Trujillo is elected to serve out the remainder of the Councilor, Seat 5, term.

The proper officials are hereby authorized to administer Oath of Office and do all things necessary to install said elective officials in their respective offices.

APPROVED AND ADOPTED THIS 12th DAY OF NOVEMBER, 2020.

David Flores, Mayor

Gerald Tellez, Mayor Pro-Tem

Conrado Saldana, Councilor

Veronica Baca, Councilor

Arthur Orona, Councilor

Valerie Trujillo, Councilor

Form #2204 Rev 9/2017

This space reserved for office use

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
FAX 512-463-5569
Filing Fee: None



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, _____, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of _____ of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

Signature of Officer

Certification of Person Authorized to Administer Oath

State of _____

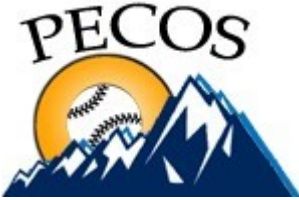
County of _____

Sworn to and subscribed before me on this _____ day of _____, 20____.

(Affix Notary Seal,
only if oath
administered by a
notary.)

Signature of Notary Public or
Signature of Other Person Authorized to Administer An
Oath

Printed or Typed Name

	Pecos League PO Box 271489 Houston, Tx 77277 PecosLeague.com	
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Proposal for Pecos League of Professional Baseball Clubs to locate a baseball team in pecos, Texas at new sportsplex:

Attachments Logo, Sample Agreement

The Request from council would be to appoint a city official the ability to negotiate a lease between the Pecos League and the City of Pecos league that would define terms and conditions of a baseball team in Pecos.

Website: <http://www.PecosBills.com>

The Pecos League is researching bringing beginning in the 2021 season. The Pecos League believes it would fit perfectly in River Islands Park and would give River Islands a team of its own.

ABOUT the PECOS LEAGUE-

The Pecos League is an independent baseball league which operates in cities in desert mountain regions throughout California, New Mexico, Southern Arizona, Kansas, West Texas and Southern Colorado. Pecos Teams play in cities that do not have Major or Minor League Baseball teams and is not affiliated with either. The Pecos League has two divisions which stretch from the plains of Kansas to the Oceans of California to the Mexican Border of Texas.

The League's high powered offenses are fueled by high altitudes and smaller ballparks. The Mountain Division of the Pecos League is home to high altitude baseball where our average elevation is 4870. Our players come from all over the US and all over the world. Our communities take tremendous pride in their teams. The Pecos League has promoted 412 players to higher independent and affiliated teams from 2010-2018. Players are signed from the Pecos Spring League, Hudson River League, Pecos League Tryout Camps, and Major League Baseball Scout Referrals.

Pecos League players are 25 years old and younger. The Pecos League has a 22 man roster with no DH used in games. Each team roster has 6 experienced players (with up to 4 veterans) and

18 rookies. The Pecos League Regular Season is nestled in the middle of the summer from June 1-August 5. This timing leads for increased fan participation and support.

The Pecos League currently has two divisions.

Mountain:

(Colorado Springs, Pueblo, Trinidad, Santa Fe, Garden City, Roswell, Alpine, and Alamogordo)

Pacific:

(San Rafael, Martinez, Monterey, Bakersfield, Wasco, Santa Cruz and Tucson)

The Pecos League is looking to add River Islands and Lancaster to the Pacific Division for the 2021 season and Tucson can play in either division based on balancing needs.

The Pecos League currently fully operates Sam Lynn Ballpark the oldest ballpark in California and plays in great ballparks throughout the US.

The Pecos League's mission is to attract the best cities, managers, players, game day staff and umpires that they can.

The Pecos League was one of only two leagues to play a season and crown a champion in 2020. The entire 2020 Pecos League season was played at one location in Houston, Texas.

What would benefit Pecos, Texas

A Pecos League team would give the Pecos Sports Complex a primary tenant and an identity separate from amateur baseball. Pecos would have a pro team in the same league as the historic Alpine Cowboys and Roswell Invaders.

The short season 64 game schedule with 32 home games and 32 away games would leave The City of Pecos open to be able to continue to host as many amateur events as they desire.

Having a Pecos League Team has been a piece of the towns identity in many of the towns where teams are located. All of the players in the Pecos League will learn about Pecos, Texas and the baseball tourists will put Pecos, Texas on the map with doing tours to Midland, El Paso, Roswell and Alpine. There are thousands of fans that visit ballparks during the summer.

Having players run camps in Pecos, Texas is convenient for residents.

The Pecos League attempted to locate a team in Pecos for the 2013 season and play at Martinez Field which was owned by Reeves County. This attempt was unsuccessful but the demand for Pecos League Baseball in Texas is there and it would be great if ever accomplished.

Pecos, Texas would obviously fit perfectly in the Pecos League.

#1 The Pecos League would benefit playing a new ballpark in a city that is looking for a team to call their own.

#2 Having Alpine, Texas as the nearest neighbor would create a natural rivalry.

#3 Housing costs and travel costs would be very affordable.

#4 Having local midweek entertainment for Pecos would be ideal.

Team name colors logo

The Team would obviously be named the Pecos Bills, attached is the proposed logo.

Proposed colors would be Royal Blue, White and Rusk.

Also to be considered would be Purple, White and Rusk.

Roster rules/age limit

Pecos League is designed for players that are immediately college graduates and first year players. The Pecos League allows for 22 man rosters with 18 rookies and 4 veterans. The Veterans can be of any age. The Rookies must have less than 100 at bats and less than 30 innings pitched in professional baseball. Our players come from all over the United States.

Game day staff needed

The Pecos League already has its field manager in place.

We often find good staff from local college students who are home for the summer.

The Pecos League will hire the following local people on per game basis:

Direct or Ticketing-in charge of selling tickets and merchandise and running ticket operations

Video Streaming-Play by Play production via Meridix Platform

Stats person-We use Pointstreak platform and no DH, might be aligned with video.

Beer Sales-a person in charge of selling beer at the games.

Announcer/Music-A person to do in stadium announcing/music

Food Vendor-a person in charge of running the entire food operation might align with beer

Promotions Person-person in charge of setting up and aligning promotional events for each game this person is also in charge of running raffles/ and 50/50 within the stadium.

REVENUE for PLAYERS

The Pecos League follows the federal Minor League Minor Wage Law passed in 2018.

The players now receive the following income:

1. Camp Money-Camps are setup for youth players and are very good for community while allowing players to earn money. Often times players made more than they did when they were by receiving camp money.

2. 50/50 Raffle Money-the 50/50 raffle ran inside of the park goes to pay the umpires and the remaining profit is divided amongst the players
3. Pass the hat-if a player hits a home run or strikes out the side then fans are encouraged to pass the hat, that money goes to the players.

REVENUE FOR LEAGUE/TEAM

The Pecos League is limited to five points of income and is not sponsored by Major League Baseball or a higher level club.

Ticket Sales-Individual Game Tickets, Season Tickets and Group Ticket Nights

Food Concessions-revenue is earned from sale of beer/food concessions

Beer Concessions- revenue is earned from sale of beer/food concessions

Sponsorships-

Parking-if parking is charged?

Concessions

One of the only five sources of revenue in concessions. The Pecos League would have to work with River Islands who has made a substantial investment in the facility to have a concession arrangement

Beer

The Pecos League would have to the ability to sell beer at games with Texas Beer License.

Ticketing

The Pecos League has its own digital ticketing system that always fundraising tickets, season tickets, and individual game tickets via barcode.

Postgame Maintenance

The Pecos League would be responsible for post game pitching mound maintenance and anything else requested by the City of Pecos.

Signage

The Pecos League would like the ability to be able to sell signage to sponsors and will work with River Islands with its sign/sponsor program

Storage/Office

If available, the Pecos League would like to have on site storage for equipment and an office for coaches.

Insurance

We provide full one million dollar general liability insurance, prior statement from another city is attached for reference.

Contract/AGREEMENT

The Pecos League would like to enter into an agreement similar to the agreements of the other teams in its division.

FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT (Agreement), made and entered into this 6th day of December, 2016, by and between CITY OF GARDEN CITY, KANSAS (CITY), GARDEN CITY RECREATION COMMISSION (GCRC), and PECOS LEAGUE OF PROFESSIONAL BASEBALL CLUBS LLC (PECOS LEAGUE).

RECITALS

WHEREAS, CITY owns Clint Lightner Field (Clint Lightner Field), a baseball facility, located in Finnup Park, Garden City, Kansas; and

WHEREAS, GCRC programs use Clint Lightner Field and GCRC schedules use of Clint Lightner Field; and

WHEREAS, the Garden City Wind, a PECOS LEAGUE professional baseball team intends to play in Garden City, Kansas, for the 2017 baseball season; and

WHEREAS, PECOS LEAGUE desires to use Clint Lightner Field for the 2017 baseball season.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

1. PREMISES. CITY does hereby grant use of Clint Lightner Field (Premises), as described in Exhibit A, attached hereto and incorporated herein, to PECOS LEAGUE to use in conformity with this Agreement. The Premises shall include the baseball field, grandstands, parking lot, concession area, and restroom facilities.

2. TERM. The term of this Agreement shall be for a period of one (1) year, from the 1st day of January, 2017, to the 31st day of December, 2017. This Agreement shall automatically renew for additional one (1) year terms, unless either CITY or PECOS LEAGUE gives the other party not less than ninety (90) days written notice of its intent to terminate the Agreement at the end of the then current term. Either CITY or PECOS LEAGUE may give the other party not less than ninety (90) days written notice of intent to renegotiate, amend or modify any term of this Agreement. If the parties are unable to reach an agreement on the term or terms to be renegotiated, amended or modified, this Agreement shall terminate at the end of the then current term..

3. FACILITY USE CHARGE. PECOS LEAGUE shall pay to GCRC, the sum of One Thousand Two Hundred Dollars (\$1,200), on or before May 1, 2017, for use of the Premises. The payment shall be made to GCRC at the address indicated in paragraph 26 of this Agreement.

4. SCHEDULING USE OF THE PREMISES. GCRC, through the GCRC Superintendent, shall have authority and control to schedule use of the Premises. GCRC programs and the Unified School District No. 457 (USD 457) boys' baseball team use the Premises during the spring and summer of the year. GCRC and USD 457 shall have priority over PECOS LEAGUE for use of the Premises, if rescheduling is necessary due to weather. Rescheduling shall not result in the cancellation of a scheduled PECOS LEAGUE game. PECOS LEAGUE shall meet with the GCRC Superintendent to develop a schedule for use of the Premises.

PECOS LEAGUE acknowledges GCRC may have certain "blackout dates" where the Premises will not normally be available for PECOS LEAGUE use at any time. PECOS LEAGUE and GCRC agree to work to attempt to accommodate PECOS LEAGUE use of the Premises on designated "blackout dates", if deemed to be in the best interest of GCRC.

The Parties acknowledge that the PECOS LEAGUE schedule shall begin one (1) week earlier than in previous years for spring training and regular games.

5. MAINTENANCE. GCRC shall be responsible for maintenance of the grandstand, concession areas, and restroom facilities of the Premises. In preparation for, and in conjunction with, the days PECOS LEAGUE uses the baseball field for practice or league games, PECOS LEAGUE shall coordinate with the GCRC Superintendent the following maintenance, care, and upkeep of the baseball field:

- a) Support and assist with the irrigation and fertilization of all grassed areas;
- b) Proper cutting and grooming of all grassed and other vegetated areas;
- c) Care and maintenance of Astroturf and warning track areas;
- d) Collection and disposal of all waste and debris from within the Premises;
- e) The provision of all materials, equipment, and supplies necessary for the practice and play of baseball; and
- f) Compliance with the GCRC Daily Field Upkeep Schedule as set forth in Exhibit B, attached hereto and incorporated herein.

PECOS LEAGUE shall be responsible for cleanup of the Premises after every use, so that the Premises are in a condition that can be used by another program. PECOS LEAGUE shall provide all labor, equipment, and materials necessary to maintain the baseball field, as directed by the GCRC Superintendent. All maintenance and upkeep work shall be done with a level of care and expertise that satisfies the standards established by the GCRC Superintendent.

6. WATER. CITY and/or GCRC shall provide all water necessary for irrigation of areas in the Premises. PECOS LEAGUE shall not be responsible for the cost of water used. (The parties acknowledge that appropriation of the cost of water use is anticipated to occur at the Premises in the future, and any extension term of this Agreement will include payment of water costs by PECOS LEAGUE.)

7. INSURANCE. CITY and/or GCRC shall provide property and casualty insurance coverage for the Premises. PECOS LEAGUE shall carry commercial general liability insurance covering injury or death to persons, as well as property damage or loss with limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate for its use of the Premises. PECOS LEAGUE shall name the CITY and GCRC as additional insureds under any commercial general liability insurance policy, and PECOS LEAGUE shall provide proof of coverage to CITY and GCRC.

8. INDEMNIFICATION. PECOS LEAGUE shall at all times indemnify, defend and hold CITY and GCRC harmless from all loss, liability, costs, damages and expenses that may occur or be claimed with respect to any person or persons, or property in or about the Premises resulting from any act done or omission by or through PECOS LEAGUE, its agents, employees, invitees, or PECOS LEAGUE players, in or at the Premises by reason of PECOS LEAGUE's use or occupancy or resulting from PECOS LEAGUE's possession of the Premises. PECOS LEAGUE shall not engage in any act or omission which

might abrogate any recreational use immunity which might be available to CITY and/or GCRC. PECOS LEAGUE shall indemnify CITY and GCRC, and be responsible for any and all attorney fees and costs required to be expended by CITY and/or GCRC to enforce this Agreement or defend against any claim for injury or death to persons, or damage to or loss of property.

9. WORKERS' COMPENSATION INSURANCE. PECOS LEAGUE shall maintain workers' compensation insurance for its employees and agents as required by Kansas law. PECOS LEAGUE acknowledges and agrees that it, its agents or employees are not employees of CITY and/or GCRC.

10. ASSIGNMENT AND SUBLETTING. PECOS LEAGUE shall not assign, transfer or encumber this Agreement and shall not sublease the Premises or any part thereof or allow any other person or entity to be in possession. Notwithstanding any permitted assignment or subletting, PECOS LEAGUE shall at all times remain directly, primarily and fully responsible and liable for compliance with all of its obligations under the terms and provisions of this Agreement.

11. LEGAL REQUIREMENTS. PECOS LEAGUE shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Premises, including but not limited to, laws regulating sale, possession and consumption of alcoholic liquors and cereal malt beverages.

12. WAIVER OF SUBROGATION. As part of the consideration for this Agreement, PECOS LEAGUE hereby releases CITY and GCRC from all liability for damage due to any act or neglect of PECOS LEAGUE occasioned to property owned by PECOS LEAGUE which is or might be incident to or the result of a fire or other casualty against loss for which PECOS LEAGUE is now carrying or hereafter may carry insurance; provided, however, that the release herein contained shall not apply to any loss or damage occasioned by intentional acts of CITY and/or GCRC, and PECOS LEAGUE further covenants that any insurance it obtains on its properties shall contain an appropriate provision whereby the insurance company, or companies, consent to the release of liability contained in this paragraph.

13. INCORPORATION OF FORM DA-146A. Incorporated into and made a part of this Agreement shall be the terms, conditions, and requirements of the State of Kansas Department of Administration Form DA-146a.

14. ALTERATIONS. PECOS LEAGUE shall have no authority to make any alterations to the Premises, without the written consent of CITY.

15. SIGNAGE. CITY and GCRC grant to PECOS LEAGUE the authority to place signage at the Premises, including on the outfield fence, to advertise league games or otherwise promote PECOS LEAGUE. No signs shall be placed on the Premises by PECOS LEAGUE until reviewed and approved by CITY and/or GCRC. GCRC shall have exclusive use of the four (4) large green signs beyond the outfield fence.

16. UTILITIES. PECOS LEAGUE shall not pay utility charges in connection with its use of the Premises for gas, electricity, sewer, and solid waste. (The parties acknowledge that appropriation of the cost of utilities is anticipated to occur at the Premises in the future, and any extension term of this Agreement will include payment of utility costs by PECOS LEAGUE.)

17. MECHANICS' LIENS. PECOS LEAGUE covenants to keep the Premises free of mechanics' and materialmans' liens and other liens of like nature that arise from any work to be done on or to the Premises contracted by or on behalf of PECOS LEAGUE, and at all times fully to protect and indemnify, hold harmless and defend CITY and GCRC against all liabilities and expenses arising out of or incurred

by reason of or on account of any such claim or lien. Should PECOS LEAGUE fail to fully discharge any such lien or claim within thirty (30) days after receiving notice that a lien has been filed against the Premises, CITY and/or GCRC may, at their option, and without waiving the right to consider PECOS LEAGUE's failure to discharge such lien a default under this Agreement, pay the same or any part thereof.

18. WAIVER. The rights and remedies of CITY and GCRC under this Agreement, as well as those provided by law, shall be cumulative, and none shall be exclusive of any other rights or remedies. A waiver by CITY and/or GCRC of any breach or default of PECOS LEAGUE shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default.

19. SUCCESSORS. The provisions, covenants and conditions of this Agreement shall bind and inure to the benefit of the legal representatives, successors, and assigns of each of the parties.

20. TERMINATION. This Agreement may be terminated by mutual agreement of the parties, or in the event of a breach by one of the parties, after thirty (30) days' written notice of a breach.

21. DAMAGE TO THE PREMISES. PECOS LEAGUE shall be responsible for any and all damage of any kind to the Premises, caused by PECOS LEAGUE, its employees, agents, or any person using the Premises for any reason associated with PECOS LEAGUE.

22. EXCLUSIVE RIGHTS OF PECOS LEAGUE. During the term of this Agreement, PECOS LEAGUE shall have, subject to other provisions herein contained, the exclusive right to:

- a) Sell, dispense, vend, market or otherwise distribute souvenirs, programs, clothing, printed matter, photographs and other items during all events during the term of this Agreement.
- b) Sell all radio, television, and broadcast advertising of any kind whether transmitted by media using radio frequency, hardwire (including data transmission) or any other medium of broadcast or transmission of any kind or character, and advertising incident to promotional events sponsored by PECOS LEAGUE at the Premises under the terms of this Agreement.
- c) Receive all proceeds from the admissions gate, subject to deductions by CITY for admissions gate staff compensation.
- d) PECOS LEAGUE shall be permitted use of the identified parking areas adjacent to Clint Lightner Field as more fully described in the diagram attached hereto as Exhibit A.

23. RESPONSIBILITIES AND RIGHTS OF CITY. CITY shall have the following responsibilities and rights associated with this Agreement:

- a) Sell, dispense, vend, market or otherwise distribute to the public all food, drink, and beer concession items for all PECOS LEAGUE events at the Premises. CITY shall have the right to prohibit the bringing of any food or beverage into or onto the Premises by any person during PECOS LEAGUE events. CITY shall prohibit the bringing of any alcoholic liquors or cereal malt beverages into the Premises, other than what is sold on the Premises by the licensed vendor selected by CITY.

- b) Control, manage and staff the admissions gate with CITY employees. PECOS LEAGUE shall pay to CITY the amount of Ten Dollars (\$10) per hour per CITY employee working the admissions gate. The amount due from PECOS LEAGUE to CITY shall be withheld by CITY from the payment of admissions gate proceeds to PECOS LEAGUE.
- c) CITY shall pay PECOS LEAGUE an amount equal to twenty percent (20%) of all concession and beer/alcoholic liquor sales.
- d) CITY shall hold at least one (1) Dollar Beer Night event per week. At the end of the 2017 Pecos League season, Pecos League shall pay CITY an amount equal to ten cents (.10) per beer sold during all Dollar Beer Nights to accommodate for the loss of net revenue due to the decrease in the price of beer during those events.
- e) CITY shall pay to PECOS LEAGUE all admissions gate proceeds and twenty percent (20%) of concession and beer/alcoholic liquor sales, minus applicable deductions, on a weekly basis.

24. DEFAULT. This Agreement is made upon the express condition that if PECOS LEAGUE fails to pay the facility use charge specified in paragraph 3 above, after the same shall become due and such failure shall continue for a period of ten (10) days after written notice thereof from CITY to PECOS LEAGUE, or if PECOS LEAGUE fails or neglects to perform or observe any of PECOS LEAGUE's other obligations hereunder and such failure and neglect shall continue for thirty (30) days after written notice to PECOS LEAGUE from CITY, CITY at any time thereafter, by written notice to PECOS LEAGUE, may lawfully declare the termination of this Agreement. CITY and/or GCRC shall have the right to remove, at PECOS LEAGUE's expense, any of PECOS LEAGUE's property left remaining in or upon the Premises. In addition, PECOS LEAGUE shall remain and continue to be liable to CITY in a sum equal to all fixed and additional facility use charges assessed for the balance of the term originally granted. CITY and GCRC shall have the right to pursue all available remedies allowed by law, should PECOS LEAGUE be in default.

25. FORCE MAJEURE. Any unforeseeable and unavoidable occurrence beyond the reasonable control of a party that prevents a party from fully performing its obligations hereunder, including, without limitation, acts of God, criminal acts, acts of war, explosions, epidemics, civil disturbances, labor problems, loss or malfunctions of utilities, computer or communications services, or unforeseeable and unavoidable actions by a governmental authority shall relieve the parties from compliance with this Agreement.

26. NOTICES. Except as otherwise specifically set forth in this Agreement, any notice required by the terms hereof shall be given in writing at the address set forth below by any of the following means: (a) personal service, (b) electronic communication, whether by facsimile or e-mail; (c) national recognized courier service, or (d) registered or certified United States mail, postage prepaid, return receipt requested, as follows:

If to CITY:

City Manager
P. O. Box 998
301 North 8th Street
Garden City, Kansas 67846

If to GCRC: Superintendent
Garden City Recreation Commission
310 North 6th Street
Garden City, Kansas 67846

If to PECOS LEAGUE: Director
Pecos League of Professional Baseball Clubs LLC
P. O. Box 271489
Houston, Texas 77277

27. GENERAL COVENANTS.

- a) This Agreement incorporates all of the obligations, agreements and understandings of the parties hereto, and there are no oral agreements or understandings between the parties hereto concerning the property or any subject covered by this Agreement.
- b) This Agreement may be amended, changed, or modified, only upon the written consent of all the parties.
- c) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, personal representatives and permitted assigns.
- d) This Agreement shall be construed in accordance with the laws of the State of Kansas.
- e) The headings of the paragraphs of this Agreement are for convenience of reference only and shall not be considered a part of or affect the construction or interpretation of any provisions of this Agreement.
- f) In the event any provision of this Agreement shall be invalid under applicable laws, such invalid provision shall automatically be considered reformed and amended so as to conform to all applicable legal requirements, or, if such invalidity cannot be cured by reformation or amendment, the same shall be considered stricken and deleted, but in neither such event or events shall the validity or the enforceability of the remaining valid portions hereof be affected thereby.

IN WITNESS WHEREOF, the parties have executed this Facility Use Agreement as of the day and year first above written.

CITY OF GARDEN CITY, KANSAS

Date

By _____
Chris Law, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

GARDEN CITY RECREATION COMMISSION

DATE

By _____
Myca Bunch, Chairperson

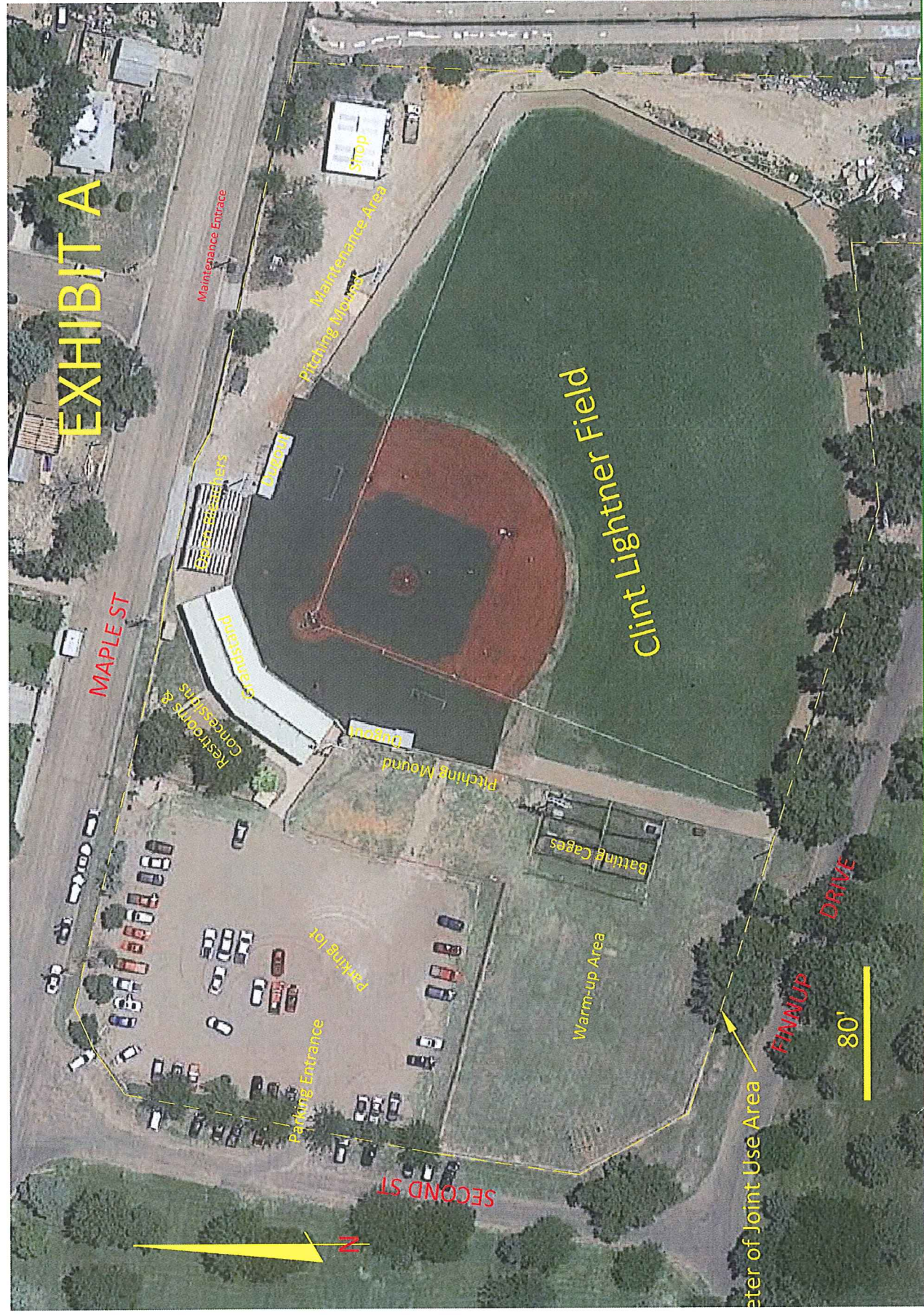
ATTEST:

Debbie Bridgeman, Board Secretary

PECOS LEAGUE OF PROFESSIONAL
BASEBALL CLUBS LLC

DATE

By _____
Andrew Dunn, Director



GCRC DAILY FIELD UPKEEP SCHEDULE

- All facilities will be cleaned and readied for games by GCRC staff. At the end of games all trash from dugouts, stands, public announcer area, hitting cages, and fence lines will be picked up and dumped by the PECOS LEAGUE.
- The restrooms will be spot-cleaned after all events by the PECOS LEAGUE. All additional required cleaning will be done by GCRC.
- The infield turf will be brushed and the base areas maintained once a week or as needed after games. The pitcher's mound will require daily maintenance. Equipment will be provided by GCRC maintenance staff.
- The warm up bullpens will require all holes filled-in and maintained after every use.
- Any residue or stains, in all areas of the field or facility, from use of tobacco products will be cleaned up by the PECOS LEAGUE.
- The grandstands will require maintenance after games. Large trash items will be picked up and trash containers dumped. Sunflower seeds will be blown out and picked up by GCRC staff, along with pop spills that will be washed down when needed.
- There may be times where weed eating, mowing, or other field and facility maintenance may be needed. GCRC will discuss additional upkeep and maintenance requirements with the PECOS LEAGUE, as needed.

Exhibit B





RESOLUTION #20-10-06R

A Resolution Appointing Alternate Municipal Court Judge

WHEREAS, the Town of Pecos City operates a municipal court under Texas statute; and

WHEREAS, the Town of Pecos City has experienced exponential growth in cases filed and the demand for judge services is sufficient to warrant at least one full-time judge; and

WHEREAS, the Town of Pecos City Council would like to provide for appropriate and sufficient staff availability for municipal court operations by appointing an alternate judge to continue operations during such time as the full-time incumbents are unavailable; and

WHEREAS, David Flores, Mayor has demonstrated exceptional capability in his roles with the City including the exercise of balanced judgement and attention to detail making him an excellent candidate to serve as an alternate judge;

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

Section 1. That the appointment of Alternate Municipal Court Judge David Flores, Mayor is approved effective immediately pursuant to Texas statute and guidance,

Section 2. That the compensation of said judge is stipulated in the City's Compensation Plan for required training and service as a Town of Pecos City municipal judge,

Section 3. That the City Manager or his designee is hereby authorized and directed to execute the aforementioned appointments and to facilitate training as required by the State of Texas,

Section 4. That this resolution shall become effective from and after its passage.

PASSED AND APPROVED by the City Council of the Town of Pecos City on this the _____ day of _____, 2020.

David Flores - Mayor

ATTEST:

Syra Nichols – City Secretary

RESOLUTION # 20-11-03R

A Resolution Authorizing the City Manager to enter into a Professional Services Agreement with Parkhill in the amount of \$17,200.00 to apply for a permit modification to allow use of alternative daily cover on City of Pecos Municipal Solid Waste (MSW) site.

WHEREAS, the Town of Pecos City operates a MSW that requires clean dirt be placed on all refuse collected daily and required fill is both expensive and difficult to acquire; and

WHEREAS, the State of Texas allows alternate means of cover that would save both time money with a permit modification; and

WHEREAS, Parkhill offers services and expertise in modifying these permits; and

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

Section 1. That the City Council authorizes the City Manager to enter into a Professional Services Agreement with Parkhill for the amendment of MSW permit to allow alternate daily cover,

Section 2. That the City Manager or his designee is hereby authorized and directed to execute the aforementioned services agreement,

Section 3. That the process by which the aforementioned projects will be applicable with the City's Purchasing Policy requirements, and including but not limited to the requirements of Chapter 252 of the Texas Local Government Code,

Section 4. That this resolution shall become effective from and after its passage.

PASSED AND APPROVED by the City Council of the Town of Pecos City on this the _____ day of _____, 2020.

David Flores – Mayor

ATTEST:

Syra Nichols – City Secretary

October 14, 2020

Mr. Howdy Lisenbee, Assistant City Manager
Town of Pecos City
115 W 3rd Street
Pecos, Texas 79772

RE: Town of Pecos City Landfill MSW 2120A
Alternative Daily Cover Authorization
Proposed Scope and Professional Services Fee

Dear Mr. Lisenbee:

As requested, Parkhill, Smith & Cooper Inc. (Parkhill) prepared the following engineering services scope of work to allow use of Alternative Daily Cover at the Town of Pecos City Landfill.

Alternative daily cover (ADC) may only be allowed by a temporary authorization under Texas Administrative Code (TAC) Chapter 305 Subchapter D Rule §305.70(m) followed by a modification in accordance with TAC Chapter 305 Subchapter D Rule §305.70(k)(1) of this title. Prior to submittal of the permit modification, a temporary authorization request must be submitted to TCEQ detailing what kind of ADC is proposed. Once TCEQ grants the temporary request, the ADC can be used for no longer than 180-days. At the completion of the 180-days, a 180-day extension must be submitted to allow use for all 4 seasons. During the two temporary authorization periods, status reports of the deployment for the ADC material must be submitted on a bi-monthly schedule. After the second temporary authorization period, a permit modification will be submitted to allow for permanent use of the ADC.

Tasks Required

- Task 1: Temporary Authorization (original submission & extension)
- Task 2: Bi-Monthly ADC Reporting
- Task 3: Notice Permit Modification
- Task 4: Permit mod fee and printing

Tasks listed above are explained in more detail below:

Task 1: Temporary Authorization (original submission & extension)

Parkhill will prepare TCEQ Form 20650 – Permit/Registration Modification and Temporary Authorization Application for an MSW Facility as well as a detailed alternative daily cover (ADC) operating plan. The ADC operating plan will include the following:

- a) a description and minimum thickness of the alternative material to be used
- b) its effect on vectors, fires, odors, and windblown litter and waste
- c) the application and operational methods to be utilized at the site when using this alternative material
- d) chemical analysis of the material and/or the Material Safety Data Sheet(s) for the alternative material
- e) any other pertinent characteristic, feature, or other factors related to the use of this alternative material

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Parkhill will submit the temporary authorization request to TCEQ for review and approval. Parkhill will also respond to any notice of deficiencies issued by TCEQ. This task also includes the cost of preparing the temporary authorization extension to allow use of alternative cover for all 4 seasons. Parkhill will submit the temporary authorization extension request which includes all information listed above to TCEQ. The temporary authorization extension request will also include updates to the ADC operating plan with any corrective actions required to improve effectiveness of the ADC. Parkhill will respond to any notice of deficiencies issued by TCEQ during the temporary authorization extension request.

Parkhill proposes to complete the above scope of services on a time and materials basis for a not-to-exceed fee of **\$2,000** for the initial temporary authorization request and **\$1,500** for the temporary authorization extension request.

Parkhill proposes a total fee for **Task 1** on a time and materials basis of **\$3,500**.

Task 2: Bi-Monthly ADC Reporting

Status reports for ADC deployment must be submitted on a bi-monthly basis to the executive director during the temporary authorization periods describing the effectiveness of the alternative material, any problems that may have occurred, and corrective actions required as a result of such problems. There will be a total of 6 status reports submitted during both temporary authorization periods. Town of Pecos City Landfill personnel will be required to complete an ADC Log each day ADC is deployed. Parkhill will prepare the ADC Log for landfill personnel to complete. The Town of Pecos City is required to mail or email each ADC log to Parkhill at the end of each bi-monthly event. Parkhill will combine the ADC logs and prepare a status report to summarize each bi-monthly event. Parkhill will submit the report to TCEQ for approval and will respond to any notice of deficiencies issued by TCEQ.

Parkhill proposes a total fee for **Task 2** on a time and materials basis of **\$4,500**.

Task 3: Notice Permit Modification

After the temporary authorization and the temporary authorization extension period, Parkhill will prepare a notice permit modification in accordance with TAC Chapter 305 Subchapter D Rule §305.70(k)(1) to allow use of ADC material on a permanent basis in accordance with TAC Chapter 330 Subchapter D Rule §330.165(d). The permit modification will consist of preparing TCEQ Form 20650, a description of the proposed change, an explanation detailing why the change is necessary, appropriate revisions to all applicable narrative pages of the permit, and an updated landowners map and landowners address list. Parkhill will update the Town of Pecos City Landfill's site operating plan to include the following information:

- a) a description and minimum thickness of the alternative material to be used
- b) its effect on vectors, fires, odors, and windblown litter and waste
- c) the application and operational methods to be utilized at the site when using this alternative material
- d) chemical analysis of the material and/or the Material Safety Data Sheet(s) for the alternative material
- e) any other pertinent characteristic, feature, or other factors related to the use of this alternative material

Parkhill will submit the permit modification to TCEQ for approval and will respond to any notice of deficiencies issued by TCEQ. In accordance with TAC Chapter 305 Subchapter D Rule §305.70(k), Parkhill will also send notice of the modification application by first-class mail in accordance with



Chapter 39 Subchapter B Rule §39.106 of this title and to all persons listed in Chapter 39 Subchapter H Rule §39.413.

Parkhill proposes a total fee for **Task 3** on a time and materials basis of **\$7,700**.

Task 4: Permit mod fee and printing (reimbursable)

TCEQ requires a permit mod fee of \$150 to review the temporary authorization request as well as the permit modification. Parkhill will print and mail one original, two unmarked copies, and one marked (e.g. redline/strikeout) copy of the modification application in accordance with Chapter 305 Subchapter C Rule §305.44. Parkhill will mail one of the two unmarked copies to the TCEQ regional office. Parkhill will also print and mail all responses to notice of deficiencies issued by TCEQ.

Parkhill proposes a total reimbursable fee for **Task 4** of **\$1,500**.

Fee Schedule

Task 1: Temporary Authorization (original submission & extension)	\$3,500
Task 2: Bi-Monthly ADC Reporting	\$4,500
Task 3: Notice Permit Modification	\$7,700
Task 4: Permit mod fee and printing	<u>\$1,500</u>

Total Fee\$17,200

We would be happy to discuss this in more detail at your convenience. Thank you for your consideration and collaboration. We look forward to working with you on another successful project for the Town of Pecos City.

Sincerely,

PARKHILL

By Robert Holly Holder
Robert H. (Holly) Holder, P.E.
Sector Director - Environmental

RHH/tsk
Enclosures



**ENVIRONMENTAL
PRODUCTS, LLC™**

Name / Address

PECOS SANITARY LANDFILL
110 E. 6TH STREET
PECOS, TX 79772

2183 Pennsylvania Avenue
Apalachin, NY 13732
Phone (607) 625-3050
Fax (607) 625-2689

Quote

Quote # 44216
Date 7/27/2020

Ship To

Pecos Sanitary Landfill
4990 State Highway 17
Pecos, TX 79772

Customer PO		Date	Shipping Terms	Terms	
		7/27/2020	FOB Origin	PREPAY	
Product ID	Qty	Description	Price	Total	
600700	1	ENVIRONMENTAL COATINGS APPLICATOR 700 (ECA700)	27,696.00	27,696.00T	
610400	1	TRAILER, TANDEM AXLE, 10,400LB (FOR ECA700)	5,402.00	5,402.00T	
600080	1	TANK TOP SPRAY PLATFORM	1,385.00	1,385.00T	
600070	1	ELECTRIC HOSE REEL W/150' X 1-1/2" RIGID HOSE	3,875.00	3,875.00T	
520012	1	TECHNICIAN TRAINING	950.00	950.00T	
520008	1	TECHNICIAN TRAVEL & INCIDENTALS	4,050.00	4,050.00T	
520020-ES	1	DELIVERY	825.00	825.00T	
Your order is accepted subject to the Terms and Conditions of Sale set forth on both sides hereof and on any continuation sheets. Acceptance is expressly conditional on your assent to the Terms and Conditions of Sale. Applicable sales tax will be added to the final invoice.			Subtotal	\$44,183.00	
			Sales Tax (0.0%)	\$0.00	
			Total	\$44,183.00	

Thank you for your Interest. This quote is good for 30 Days.



**ENVIRONMENTAL
PRODUCTS, LLC TM**

Name / Address

PECOS SANITARY LANDFILL
110 E. 6TH STREET
PECOS, TX 79772

2183 Pennsylvania Avenue
Apalachin, NY 13732
Phone (607) 625-3050
Fax (607) 625-2689

Quote

Quote # 44214
Date 4/6/2020

Ship To

Pecos Sanitary Landfill
4990 State Highway 17
Pecos, TX 79772

Customer PO		Date	Shipping Terms	Terms	
		4/6/2020	FOB Origin	PREPAY	
Product ID	Qty	Description		Price	Total
POSI-50-BR	900	Posi-Shell Brown Base Mix - 50 lb. Bag		33.25	29,925.00T
520014	1	PRODUCT SHIPPING CHARGE		2,755.25	2,755.25T
		Sales Tax to be determined at time of order.			

Thank you for your Interest. This quote is good for 30 Days.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF PECOS CITY, TEXAS AUTHORIZING THE FINANCE DIRECTOR AND DEPUTY CITY MANAGER & HR DIRECTOR TO BE ADDED TO THE BANK ACCOUNT AT WEST TEXAS NATIONAL BANK

WHEREAS, the Town of Pecos City currently has a bank account that had been established for the purpose of the operations and payroll; and

WHEREAS, this bank account will require the addition of Charles Lino, Finance Director and Kristen Irey, Deputy City Manager & HR Director to be added as signatories to the bank accounts for the Town of Pecos City; and

WHEREAS, it is the City's desire to streamline the current accounting system and improve its utility for financial management by closing this account that will be obsolete or otherwise no longer needed;

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

Section 1. THAT the following Town of Pecos City's West Texas National Bank Accounts have these signatories added to the accounts and any signatories no longer with the Town of Pecos City be deleted by the Finance Director:

<u>Account Name</u>	<u>Account #</u>
Consolidated Cash	5810515
General Fund CIP	3030177
Utility Fund Reserves	5810418
Utilities CIP	3030165
General Fund Reserves	5810396
Interest & Sinking	5811325
Hotel Occupancy	5818583
Airport Cap Imp	5811430
Equip Accrual	5811317
PD Asst Seizure	5811384
CJC Fed Forfeit	5811341
PD Asst Forfeit	5811376
PD Scholarship	5811457
Payroll Account	5810507
Emp Ben Trust	5811392
2008 Bond Reserve Acct	6207294
Emp Ben Clear	5811406
CJC Inm Acct	5811368
Residential Revolving Loan Fund	5030005
TxCDBG No. 7217351	3030391

PASSED AND APPROVED by the City Council of the Town of Pecos City on this the _____ day of _____, 2020.

David Flores - Mayor

ATTEST:

Syra Nichols – City Secretary

RESOLUTION #20-11-06R

Accepting the donation of 0.69 acres, 0.90 acres, and .30 acre tract easements for utilities

A RESOLUTION GRANTING AN EASEMENT FROM THE TOWN OF PECOS CITY TO THE TOWN OF PECOS CITY FOR THE PURPOSE OF INSTALLING UTILITIES IN AREAS DESCRIBED AS; A .069 GRID AND SURFACE ACRES TRACT OF LAND OUT OF SECTION 14, BLOCK 5, H&GN RY CO. SURVEY, A-4356, REEVES COUNTY, TEXAS, A 0.90 GRID AND SURFACE ACRES TRACT OF LAND OUT OF A 1.33 GRID AND SURFACE ACRES TRACT OF LAND OUT OF THE NORTHWEST QUARTER (NW4) OF SECTION 14, BLOCK 5, H&GN RY CO. SURVEY, A-4356, REEVES COUNTY, TEXAS, A 0.30 GRID AND SURFACE ACRES TRACT OF LAND OUT OF A 0.91 GRID AND SURFACE ACRES TRACT OF LAND OUT OF THE NORTHWEST QUARTER (NW4) OF SECTION 14, BLOCK 5, H&GN RY CO. SURVEY, A-4356, REEVES COUNTY, TEXAS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, The Town of Pecos City is generally authorized to accept donations of real and personal property for the benefit of its citizens; and

WHEREAS, such donation is being contributed to assist the Town of Pecos City in the establishment of utilities services; and

WHEREAS, the Town of Pecos City, City Manager, Seth Sorensen, finds that it is appropriate to accept said easements.

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

Section 1. That the donation is hereby authorized, appropriated and approved for properties legally described as;

- a) **A .069 GRID AND SURFACE ACRES TRACT OF LAND OUT OF SECTION 14, BLOCK 5, H&GN RY CO. SURVEY, A-4356, REEVES COUNTY, TEXAS (EXHIBIT A),**
- b) **A 0.90 GRID AND SURFACE ACRES TRACT OF LAND OUT OF A 1.33 GRID AND SURFACE ACRES TRACT OF LAND OUT OF THE NORTHWEST QUARTER (NW4) OF SECTION 14, BLOCK 5, H&GN RY CO. SURVEY, A-4356, REEVES COUNTY, TEXAS (EXHIBIT B),**
- c) **A 0.30 GRID AND SURFACE ACRES TRACT OF LAND OUT OF A 0.91 GRID AND SURFACE ACRES TRACT OF LAND OUT OF THE NORTHWEST QUARTER (NW4) OF SECTION 14, BLOCK 5, H&GN RY CO. SURVEY, A-4356, REEVES COUNTY, TEXAS (EXHIBIT C);**

Section 2. That the City Manager or their designee is hereby authorized to execute all documents related to placing this property under contract on behalf of the Town of Pecos City.

Section 3. That the Mayor is hereby authorized to execute all documents related to securing the deed to this property on behalf of the Town of Pecos City.

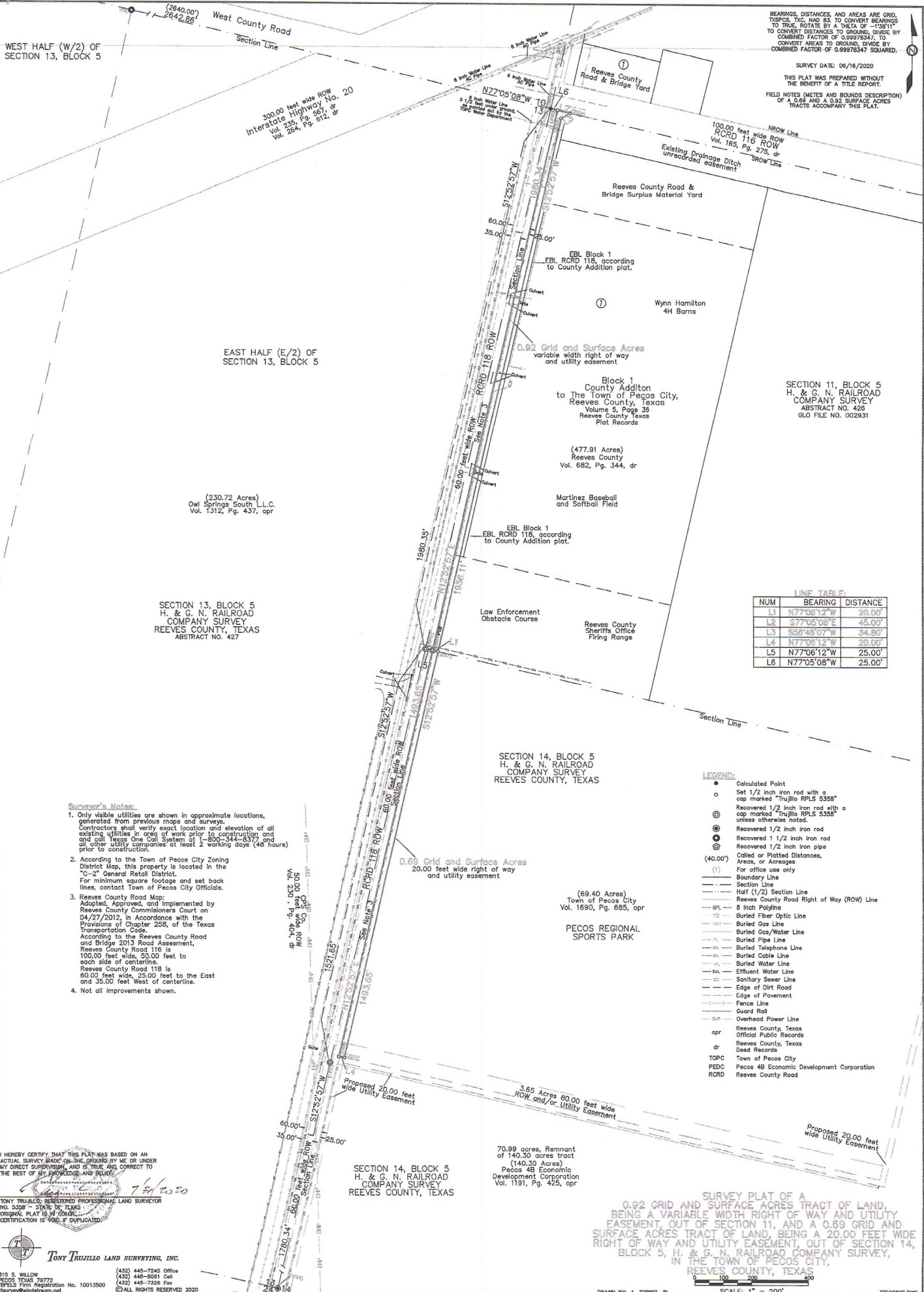
Section 4. That this resolution shall become effective from and after its passage.

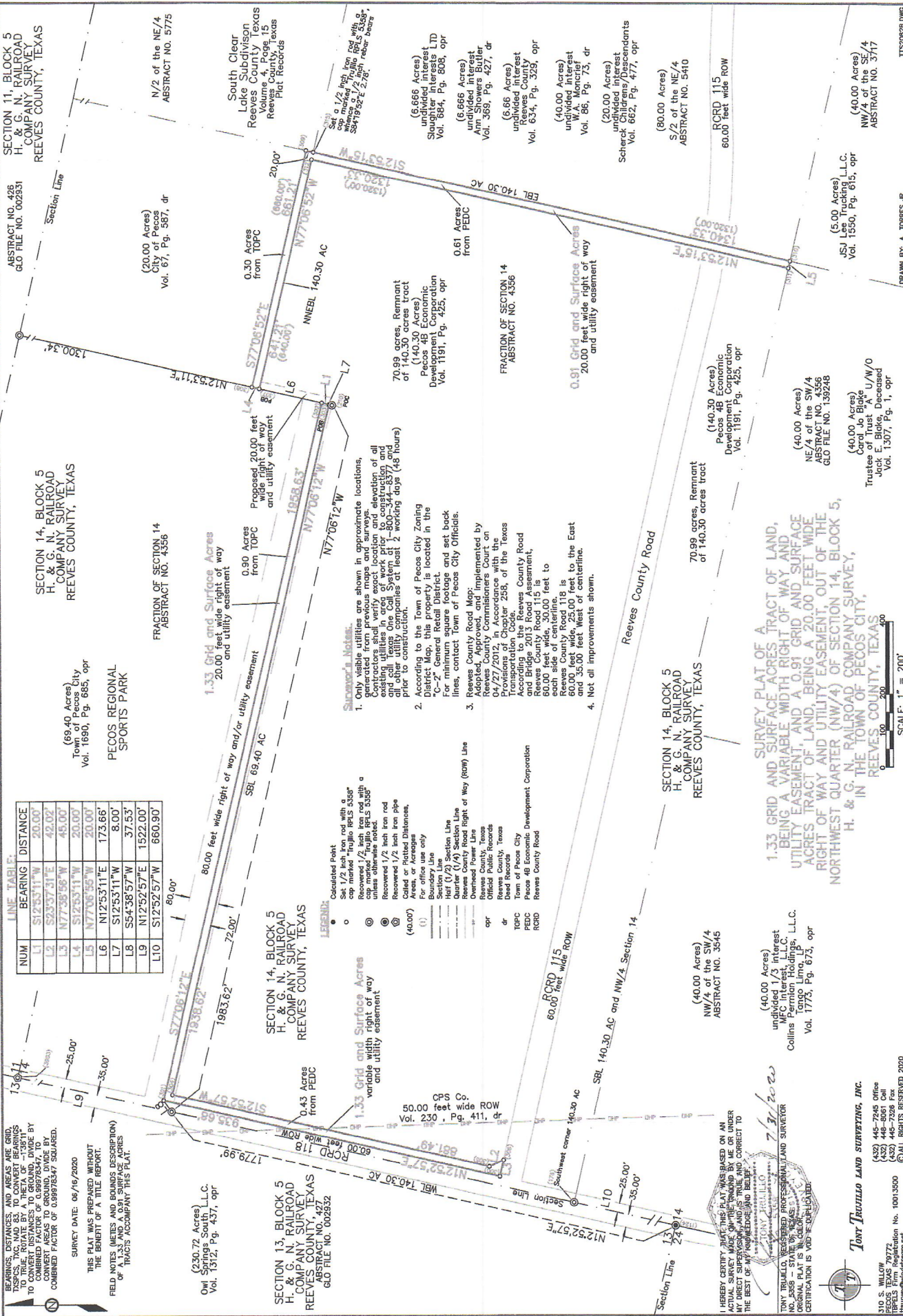
PASSED AND APPROVED by the City Council of the Town of Pecos City on this the _____ day of _____, 2020.

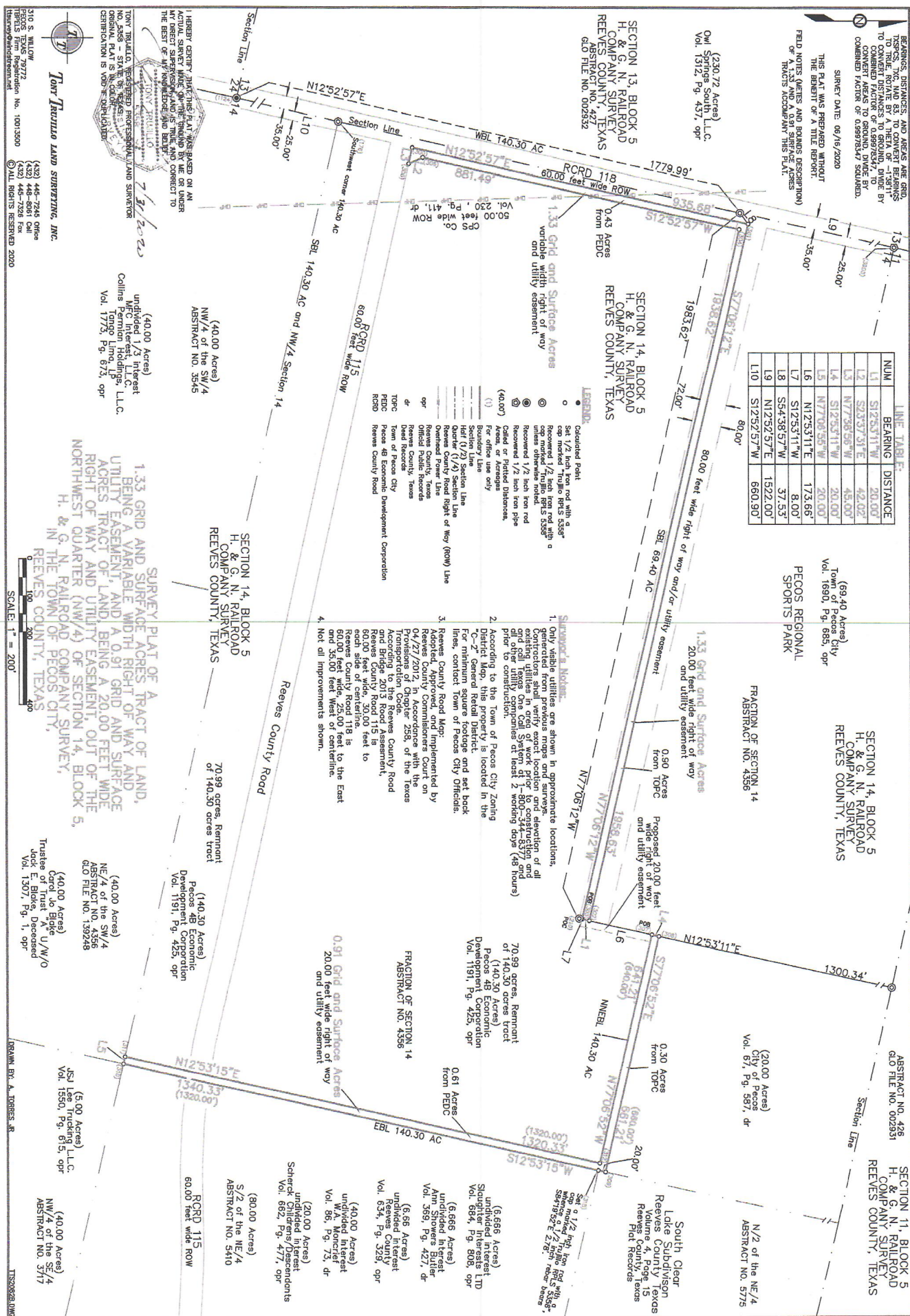
David Flores – Mayor

ATTEST:

Syrá Nichols - City Secretary







RESOLUTION #20-11-07R

**A RESOLUTION TO SELL FIRE SELF CONTAINED BREATHING APPARATUS
(SCBA) & ACCESSORIES TO THE REEVES COUNTY EMERGENCY SERVICES
DISTRICT NOS. 1 & 2 FOR A TOTAL AMOUNT OF \$29,740.00**

WHEREAS, the Reeves County Emergency Service Districts Nos. 1 & 2 has submitted a formal offer letter for the purchase Self Contained Breathing Apparatus (SCBA) & Accessories; and

WHEREAS, after appraising the Fire Self Contained Breathing Apparatus (SCBA) & Accessories the Reeves County Emergency Service Districts Nos. 1 & 2 are prepared to purchase for a total amount of \$29,740.00; and

WHEREAS, the sale of municipal equipment requires City Council approval and staff is requesting permission for the sale of fire and EMS apparatuses for the amount designated on the purchase offer letter asking City Council to approve the sale of these related items for the designated appraised amount as proposed by buyer; and

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

Section 1. That sell of the Fire SCBA's and accessories to the Reeves County Emergency Service Districts Nos. 1 & 2 is approved for an amount of \$29,740.00, for the following vehicles:

- a) 10 - MSA G1 SCBA's (\$25,250.00)
- b) 18 – MSA SCBA Cylinders (\$540.00)
- c) 16 – MSA G1 Face Pieces (\$2,400.00)
- d) 6 – MSA GI Spare Batteries (\$1,200.00)
- e) 1 – MSA Battery Charger (\$350.00)

Grand Total: \$29,740.00

Section 2. That the City Manager or his designee is hereby authorized and directed to execute the aforementioned sell,

Section 3. That the process by which the aforementioned equipment will be applicable with the City's Purchasing Policy requirements, and including but not limited to the requirements of Chapter 252 of the Texas Local Government Code,

Section 4. That this resolution shall become effective from and after its passage.

PASSED AND APPROVED by the City Council of the Town of Pecos City on this the _____ day of _____, 2020.

David Flores - Mayor

ATTEST:

Syra Nichols – City Secretary

REEVES COUNTY
EMERGENCY SERVICES DISTRICT Nos. 1 & 2



2269 Ocotillo Drive, PECOS, TX 79772

November 6, 2020

Town of Pecos City Council
c/o Seth Sorensen, City Manager
115 W. 3rd Street
Pecos, TX 79772

Re: Town of Pecos City Fire Self Contained Breathing Apparatus (SCBA) & Accessories
Purchase Offer Letter from Reeves County Emergency Services District Nos. 1 & 2 ("ESD
1 & 2" or the "Districts")

Dear Mr. S. Sorensen:

As you know, the Districts have been evaluating the Town of Pecos City Fire SCBA's and accessories for potential purchase. The Districts are prepared to offer the following amounts to purchase the fire SCBA's and accessories listed below. They are:

- **10 – MSA G1 SCBA's**
 - Offer: **\$25,250.00**
- **18 – MSA SCBA Cylinders**
 - Offer: **\$540.00**
- **16 – MSA G1 Face Pieces (Various Sizes)**
 - Offer: **\$2,400.00**
- **6 – MSA G1 Spare Batteries**
 - Offer: **\$1,200.00**
- **1 – MSA Battery Charger**
 - Offer: **\$350.00**

Grand Total: \$29,740.00

After careful consideration, the Districts are prepared to move forward with the purchases, please use this letter as the Districts formal offer for the purchase of the listed fire SCBA's and accessories.

If you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,



Adrian Garcia LP, CFE
Joint Emergency Services Chief
Reeves County ESD Nos. 1 & 2
M: 432-448-0107
agarcia@reevescounty-esd.com

cc: Chief Adrian Garcia, Joint Emergency Services Chief, Reeves County Emergency Services District Nos. 1 & 2 (via email agarcia@reevescounty-esd.com)
Ms. Regina D. Adams, Radcliffe Bobbitt Adams Polley PLLC (via email)
Mr. Mark Smith, Radcliffe Bobbitt Adams Polley PLLC (via email)

5. ORIGINAL SURVEY LINES SHOWN HEREON (IF ANY) ARE BASED ON RAILROAD COMMISSION GIS DATA, ARE APPROXIMATED ONLY AND WERE NOT LOCATED ON THE GROUND. THIS SURVEYOR DID NOT DETERMINE THE EXISTENCE OF ANY VACANCY, EXCESS, OR SHORTAGE OF AREA IN ANY OF THE ORIGINAL GRANTS SHOWN HEREON.



A DESCRIPTION OF 639.871 ACRES, MORE OR LESS, SAVE AND EXCEPT 20.000 ACRES, IN THE H. & G. N. RR. CO. SURVEY, BLOCK 5, SECTION 19, ABSTRACT 430, REEVES COUNTY, TEXAS, CONVEYED TO EVANS I LTD IN VOLUME 538, PAGE 682, DEED RECORDS OF REEVES COUNTY, TEXAS (DRRCT) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a railroad spike found at the northwest corner of said Section 19, in the south right-of-way line of Farm to Market Road 204, also being the northeast corner of H. & G. N. RR. Co. Survey, Block 5, Section 20, Abstract 3540, for the northwest corner of this description;

THENCE leaving said Section 20, along the north line of said Section 19, for the south line of said Farm to Market Road right-of-way, **S 77°11'26" E a distance of 5286.37 feet** to a 1/2" iron rod with 2" aluminum cap found at the northeast corner of said Section 19 and the northwest corner of that tract called 153.00 acres in a deed to Rosetta Resources Operating LP, recorded in Volume 1522, Page 317, of the Official Public Records of Reeves County, Texas (OPRRCT), also being the northwest corner of the H. & G. N. RR. Co. Survey, Block 5, Section 22, Abstract 4987, for the northeast corner of this description;

THENCE along the east line of said Section 19, for the west line of said Section 22, **S 12°53'43" W**, at a distance of 2776.45 feet passing a 1/2" iron rod found at the southwest corner of said 153.00 acre tract, and continuing, for a total distance of **5283.92 feet** to a 2" iron pipe found at the southeast corner of said Section 19, for the southwest corner of said Section 22, also being the northeast corner of H. & G. N. RR. Co. Survey, Block 5, Section 38, Abstract 1389, for the southeast corner of this description;

THENCE along the south line of said Section 19, for the north line of said Section 38, **N 76°59'27" W a distance of 5282.11 feet** to a 1/2" iron rod set at the southwest corner of said Section 19, for the northwest corner of said Section 38, Abstract 1124, also being the southeast corner of said Section 20, for the southwest corner of this description;

THENCE along the west line of said Section 19, for the east line of said Section 20, **N 12°50'56" E a distance of 5265.50 feet** to the **POINT OF BEGINNING**, containing 639.871 acres, more or less.

SAVE AND EXCEPT 20.000 ACRES:

BEGINNING at a 1/2" iron rod set in the south right-of-way line of Farm to Market Road 204, in the north line of Section 19, from which a 2" aluminum cap found at the northeast corner of said Section 19 and the northwest corner of that tract called 153.00 acres in a deed to Rosetta Resources Operating LP, recorded in Volume 1522, Page 317, OPRRCT bears **S 77°11'26" E a distance of 40.00**, for the northeast corner of this description;

THENCE leaving Farm to Market Road right-of-way, with and 40 feet from the east line of Section 19, severing said 639.871 acre tract, **S 12°53'43" W a distance of 933.38 feet** to a 1/2" iron rod set, for the southeast corner of this description;

THENCE continuing across said Section 19, **N 77°11'26" W a distance of 933.38 feet** to a 1/2" iron rod set, for the southwest corner of this description;

THENCE N 12°53'43" E a distance of 933.38 feet to a 1/2" iron rod set in the north line of said Section 19 and the south line of said Farm to Market Road right-of-way, from which a railroad spike found at the northwest corner of said Section 19 and the northeast corner of H. & G. N. RR. Co. Survey, Block 5, Section 20, Abstract 3540, bears **N 77°11'26" W a distance of 4312.99 feet**;

THENCE along the north line of said Section 19, for the south line of said right-of-way, **S 77°11'26" E a distance of 933.38 feet** to the **POINT OF BEGINNING**, containing 20.000 acres, more or less.

All iron rods set are capped with a plastic cap stamped "Payne 6064". Surveyed on the ground August 30, 2018 and updated February 12, 2019. Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS solutions from RTKNet. Reference drawing: 1690-004 Title Survey.



2/18/19

Eric J. Dannheim, RPLS
State of Texas #6075



A DESCRIPTION OF 513.804 ACRES IN SECTION 76, BLOCK 4, W. M. HIGGINS SURVEY, ABSTRACT NO. 3661, SECTION 18, BLOCK 5, G. S. JOHNSON SURVEY, ABSTRACT NO. 1332 AND SECTION 17, BLOCK 5, H. & G. N. RR. CO. SURVEY, ABSTRACT NO. 429, REEVES COUNTY, TEXAS, BEING ALL OF THAT TRACT CALLED 513.67 ACRES IN A DEED TO THE TOWN OF PECOS CITY RECORDED IN VOLUME 1598, PAGE 441 OF THE OFFICIAL PUBLIC RECORDS OF REEVES COUNTY, TEXAS (OPRRCT); SAID 513.804 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod with a plastic cap stamped "Transglobal Services" found in the southeast right-of-way line of Interstate Highway 20 (a variable width right-of-way), for the most westerly corner of said 513.67 acre tract, same being the north corner of that tract called 60.017 acres in a deed to Duff Real Estate, LLC, recorded in Volume 1533, Page 453 (OPRRCT), for the most westerly corner hereof;

THENCE, with the southeast right-of-way line of Interstate Highway 20, same being the northwest line of said 513.67 acre tract, **N69°41'02"E**, a distance of **510.60** feet to a 1/2" iron rod with a plastic cap stamped "Transglobal Services" found for a westerly corner of said 513.67 acre tract, same being the west corner of that tract called 15.43 acres in a deed to Adan Matta, et ux., recorded in Volume 611, Page 264 (OPRRCT), for a westerly corner hereof;

THENCE, leaving the southeast right-of-way line of Interstate Highway 20, with the northwest line of said 513.67 acre tract, the following four (4) courses and distances:

- 1) **S32°00'20"E**, in part with the southwest line of said 15.43 acre tract, a distance of **1646.02** feet to a 1/2" iron rod with a plastic cap stamped "Transglobal Services" found for an interior corner of said 513.67 acre tract;
- 2) **N57°59'32"E**, in part with the southeast line of a remainder of that tract called 92 acres in a deed to B.G. Smith recorded in Volume 71, Page 282 of the Deed Records of Reeves County, Texas (DRRCT), a distance of **1987.76** feet to a 1/2" iron rod found for the east corner of said remainder tract, same being the south corner of that tract called Tract 2 in a deed to Cecil G. Young and Ted B. Kuhn, recorded in Volume 347, Page 9 (DRRCT);
- 3) **N57°58'49"E**, with the southeast line of said Tract 2, a distance of **683.12** feet to a 2" iron pipe found for the east corner of said Tract 2, same being the south corner of that tract called 3.73 acres in a deed to Aldo Valenzuela recorded in Volume 1486, Page 365 (OPRRCT);
- 4) **N58°01'51"E**, with the southeast line of said 3.73 acre tract, a distance of **633.39** feet to a 1/2" iron rod with a plastic cap stamped "Transglobal Services" found in the south right-of-way line of Interstate Highway 20, for a northerly corner of said 513.67 acre tract, same being the northeast corner of said 3.73 acre tract, for a northerly corner hereof, from which a concrete monument found in the northeast line of said 3.73 acre tract bears **N72°44'42"W**, a distance of **111.59** feet;

THENCE, with the south right-of-way line of Interstate Highway 20, same being the north line of said 513.67 acre tract, **S72°40'16"E**, a distance of **2282.44** feet to a 1/2" iron rod with a plastic cap stamped "Transglobal Services" found, for a northerly exterior corner of said 513.67 acre tract and hereof, same being the northwest corner of a remainder of that tract called Part 1, 623.99 acres, in a deed to Highway 20 Properties recorded in Volume 785, Page 618 (OPRRCT);

THENCE, leaving the south right-of-way line of Interstate Highway 20, with the northeast line of said 513.67 acre tract, the following four (4) courses and distances:

- 1) **S12°52'50"W**, in part crossing said 623.99 acre tract, and in part with the west line of a tract of land conveyed to Mt. Evergreen Cemetery in Volume 228, Page 225 (DRRCT), a distance of

- 1537.82** feet to a 1/2" iron rod with a plastic cap stamped "Transglobal Services" found for an interior corner of said 513.67 acre tract, same being the southwest corner of said cemetery tract;
- 2) **S77°07'19E**, with the south line of said cemetery tract, a distance of **1320.29** feet to a bent 1/2" iron rod found in the center of County Road 203 for an interior corner of said 513.67 acre tract, same being the southeast corner of said cemetery tract;
 - 3) **N12°31'59E**, with the center of County Road 203 and the east line of said cemetery tract, a distance of **879.47** feet to a 1/2" iron rod found, for a northerly exterior corner of said 513.67 acre tract, from which a 1/2" iron rod found bears **S49°26'25"E**, a distance of 4.19 feet;
 - 4) **S77°20'49E**, a distance of **4734.58** feet to a 1/2" iron rod with a plastic cap stamped "Transglobal Services" found in the west right-of-way line of County Road 202 (a variable width right-of-way), for the northeast corner of said 513.67 acres and the northeast corner hereof;

THENCE, with the west right-of-way line of County Road 202, same being the east line of said 513.67 acre tract, **S12°35'07"W**, a distance of **968.21** feet to a 1/2" iron rod with a plastic cap stamped "Transglobal Services" found for the southeast corner hereof, same being the southeast corner of said 513.67 acre tract, also being the northeast corner of a remainder of that tract called Part 2, 190.12 acres, in said deed to Highway 20 Properties recorded in Volume 785, Page 618 (OPRRCT);

THENCE, leaving the west right-of-way line of County Road 202, with the south line of said 513.67 acre tract, the following nine (9) courses and distances:

- 1) **N78°06'16W**, with the north line of the aforementioned remainder tract, a distance of **1170.00** feet to a 1/2" iron rod with a plastic cap stamped "Transglobal Services" found for an interior corner of said 513.67 acre tract, same being the northwest corner of the remainder tract, from which a 1/2" iron rod with a plastic cap stamped "WKH 4015" found bears **S28°37'45"W**, a distance of 12.49 feet;
- 2) **S12°37'50W**, with the west line of the remainder tract, a distance of **775.71** feet to a 1/2" iron rod with a plastic cap stamped "Transglobal Services" found in the south line of said 190.12 acre tract, same being the north line of that tract called 86.4 acres in a deed to Pecos Valley Southern Railway Company recorded in Volume 189, Page (DRRCT), for an exterior corner of said 513.67 acre tract, from which a 1/2" iron rod with a plastic cap stamped "WKH 4015" found bears **S39°57'08"W**, for a distance of 13.15 feet;
- 3) **N77°20'59W**, in part with the north line of said 86.4 acre tract, and in part with the north line of that tract called the west half of the south third of Section 17, Block 5, H. & G. N. RR. Co. Survey in a deed to County of Reeves recorded in Volume 454, Page 787 (DRRCT), distance of **3571.84** feet to a 1/2" iron rod found in the center of County Road 203, for the northwest corner of said County of Reeves tract, same being an exterior corner of said 513.67 acre tract, also being in the east line of said 623.99 acre tract, from which a 1/2" iron rod found bears **S77°26'11"E**, a distance of 32.52 feet;
- 4) **N12°45'03E**, with the east line of said 623.99 acre tract and the center of County Road 203, a distance of **101.42** feet to a calculated point for an interior corner of said 513.67 acre tract;
- 5) **N76°48'02W**, crossing said 623.99 acre tract, a distance of **944.25** feet to a 60D nail found for an interior corner of said 513.67 acre tract;
- 6) **S12°38'57W**, continuing across said 623.99 acre tract, passing a 1/2" iron rod found at 470.86 feet, and continuing, for a total distance of **942.84** feet to a 1/2" iron rod with a plastic cap stamped "Transglobal Services" found for a southerly exterior corner of said 513.67 acre tract;
- 7) **N77°11'40W**, continuing across said 623.99 acre tract, a distance of **4663.76** feet to a 1/2" iron rod with a plastic cap stamped "Transglobal Services" found for a southerly exterior corner of said 513.67 acre tract;
- 8) **N13°37'33E**, continuing across said 623.99 acre tract, a distance of **741.39** feet to a 1/2" iron rod with a plastic cap stamped "Transglobal Services" found for an interior corner of said 513.67 acre tract;

- 9) **N76°11'19W**, continuing across said 623.99 acre tract, a distance of **692.59** feet to a 1/2" iron rod with a plastic cap stamped "Transglobal Services" found for an exterior corner of said 513.67 acre tract, same being the southeast corner of the previously mentioned 60.017 acre tract, for an exterior corner hereof;

THENCE, with the common line of said 513.67 acre tract and said 60.017 acre tract, **N32°00'19"W**, a distance of **1749.50** feet to the **POINT OF BEGINNING** hereof, and containing 513.804 acres, more or less.

Surveyed on the ground February 15, 2019. Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS solutions from the RTKNet. Reference drawing: 1690-009

3/4/19

Eric J. Dannheim, RPLS
State of Texas #6075



NOTES

1. FENCES MEANDER.
2. BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.
3. ACCORDING TO HORIZONTAL SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP, A FLOOD MAP HAS NOT BEEN PUBLISHED AT THIS TIME.
4. THIS SURVEY WAS DONE IN CONJUNCTION WITH TITLE COMMITMENT G.F. NO. 1813029, DATED MARCH 26, 2018 PROVIDED BY PERMAN BASIN ABSTRACT COMPANY. THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.
5. ATTACHMENTS: METES AND BOUNDS DESCRIPTION 1690-009
6. ORIGINAL SURVEY LINES SHOWN HEREON (IF ANY) ARE BASED ON RAILROAD COMMISSION GIS DATA, ARE APPROXIMATED ONLY AND WERE NOT LOCATED ON THE GROUND. THIS SURVEYOR DID NOT DETERMINE THE EXISTENCE OF ANY VACANCY, EXCESS, OR SHORTAGE OF AREA IN ANY OF THE ORIGINAL GRANTS SHOWN HEREON.

NOTES CORRESPONDING TO SCHEDULE B

- 10(e) RIGHT OF WAY EASEMENT PER VOL. 303, PG. 221, DEED RECORDS OF REEVES COUNTY, TEXAS, MAY AFFECT SUBJECT PROPERTY BUT CONTAINS NO PLOTTABLE ITEMS.
- 10(f) ACCESS AGREEMENT PER VOL. 525, PG. 635, OFFICIAL PUBLIC RECORDS OF REEVES COUNTY, TEXAS, MAY AFFECT SUBJECT PROPERTY BUT CONTAINS NO PLOTTABLE ITEMS.
- 10(g) RIGHT OF WAY EASEMENT PER VOL. 300, PG. 840, DEED RECORDS OF REEVES COUNTY, TEXAS, MAY AFFECT SUBJECT PROPERTY BUT CONTAINS NO PLOTTABLE ITEMS.
- 10(h) RESERVATION AS SHOWN IN INSTRUMENT PER VOL. 1427, PG. 443, OFFICIAL PUBLIC RECORDS OF REEVES COUNTY, TEXAS, AFFECTS SUBJECT PROPERTY BUT CONTAINS NO PLOTTABLE ITEMS.

CONTROL/BEARING BASIS INFORMATION

THIS IS A SURFACE DRAWING.

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM RTKNET FOR PAYNE CONTROL POINT 500 (CP500).

1/2" IRON ROD WITH PLASTIC CAP STAMPED "PAYNE CONTROL"

TEXAS STATE PLANE COORDINATES:
N 10486895.60
E 1289374.78

COMBINED SCALE FACTOR=
0.9997838239
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR=
1.0002161761
(FOR GRID TO SURFACE CONVERSION)

SCALED ABOUT CP500
THETA ANGLE: -1°39'47"

0 400 800

SCALE: 1" = 400'

LINE TABLE			LINE TABLE		
LINE NO.	BEARING	DISTANCE	LINE NO.	BEARING	DISTANCE
L1	S 32°00'20" E	1646.02'	L11	N 12°45'03" E	101.42'
(L1)	S 32°00'17" E	1645.55'	(L11)	N 12°50'17" E	101.51'
L2	N 57°59'32" E	1987.76'	L12	N 76°48'02" W	944.25'
L3	N 57°58'49" E	683.12'	(L12)	N 76°48'14" W	944.25'
L4	N 58°01'51" E	633.39'	L13	S 12°38'57" W	942.84'
L5	S 12°52'50" W	1537.82'	(L13)	S 12°38'52" W	942.79'
(L5)	S 12°52'49" W	1537.42'	L14	N 13°37'33" E	741.39'
L6	S 77°07'19" E	1320.29'	(L14)	N 13°37'33" E	741.23'
(L6)	S 77°07'10" E	1320.00'	L15	N 7°11'19" W	692.59'
L7	N 12°31'59" E	879.47'	(L15)	N 7°16'57" W	679.21'
(L7)	N 12°31'50" E	879.27'	L16	N 32°00'19" W	1749.50'
L8	S 12°35'07" W	968.21'	(L16)	N 32°00'17" W	1767.74'
(L8)	S 12°35'02" W	968.08'	L17	N 69°41'02" E	510.60'
L9	N 78°06'16" W	1170.00'	(L17)	N 69°42'16" E	510.63'
(L9)	N 78°06'01" W	1169.78'			
L10	S 12°37'50" W	775.71'			
(L10)	S 12°37'49" W	775.60'			

SECTION 76, BLOCK 4,
W. M. HIGGINS SURVEY,
ABSTRACT 3661

SECTION 73, BLOCK 4,
H. & G. N. RR. CO. SURVEY,
ABSTRACT 417

SECTION 18, BLOCK 5,
G. S. JOHNSON SURVEY,
ABSTRACT 1332

SECTION 7, BLOCK 5,
H. & G. N. RR. CO. SURVEY,
ABSTRACT 425

SECTION 17, BLOCK 5,
H. & G. N. RR. CO. SURVEY,
ABSTRACT 429

SECTION 16, BLOCK 5,
H. & G. N. RR. CO. SURVEY,
ABSTRACT 2557

SECTION 16, BLOCK 5,
H. & G. N. RR. CO. SURVEY,
ABSTRACT 2687

SECTION 20, BLOCK 5,
H. & G. N. RR. CO. SURVEY,
ABSTRACT 3540

SECTION 19, BLOCK 5,
H. & G. N. RR. CO. SURVEY,
ABSTRACT 430

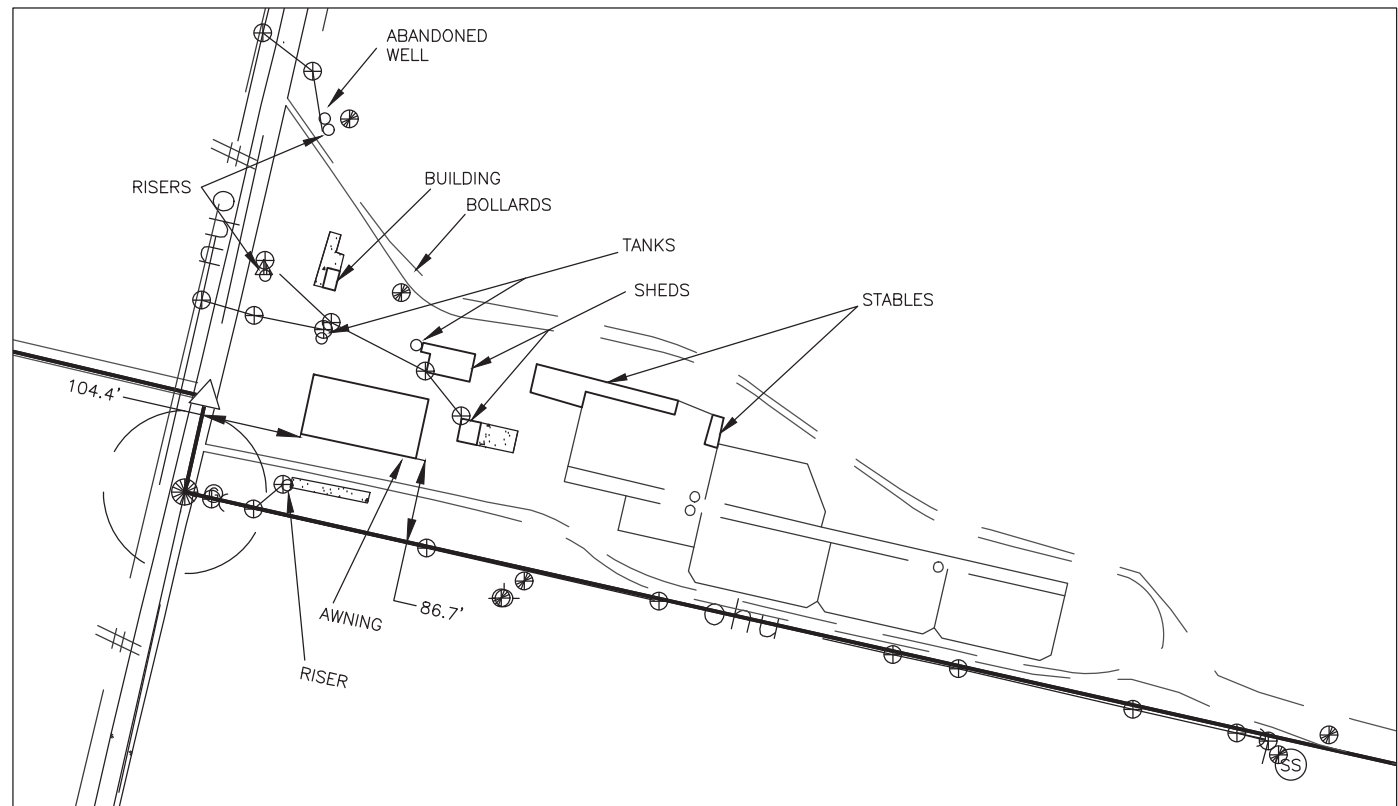
SECTION 22, BLOCK 5,
H. & G. N. RR. CO. SURVEY,
ABSTRACT 4987

SECTION 22, BLOCK 5,
H. & G. N. RR. CO. SURVEY,
ABSTRACT 3471

LEGEND

- DRRCT DEED RECORDS OF REEVES COUNTY, TEXAS
OPRRCT OFFICIAL PUBLIC RECORDS OF REEVES COUNTY, TEXAS
- 1/2" IRON ROD FOUND WITH A PLASTIC CAP
STAMPED "TRANSGLOBAL SERVICES" OR OTHERWISE NOTED
- 1/2" IRON ROD FOUND
UNLESS OTHERWISE NOTED
- △ CALCULATED POINT
- ▲ 60D NAIL FOUND
UNLESS OTHERWISE NOTED
- 2" IRON PIPE FOUND
UNLESS OTHERWISE NOTED
- CONCRETE HIGHWAY MONUMENT
- CONTROL POINT/BENCHMARK
- P.O.B. POINT OF BEGINNING
- WATER METER
- ⊕ WATER VALVE
- △ UTILITY PEDESTAL
- ELECTRIC BOX/TRANSFORMER
- ⊕ SPRINKLER CONTROL VALVE
- ⊕ SANITARY SEWER MANHOLE
- UTILITY POLE, OVERHEAD UTILITY LINE, GUY
- CHAIN LINK FENCE
- IRON FENCE
- WIRE FENCE
- EDGE OF PAVEMENT
- CONCRETE
- ⊕ SPRINKLER CONTROL VALVE

DETAIL E
SCALE: 1" = 200'



513.804 ACRES IN
SECTION 76, BLOCK 4, W. M. HIGGINS SURVEY, ABSTRACT NO. 3661,
SECTION 18, BLOCK 5, G. S. JOHNSON SURVEY, ABSTRACT NO. 1332 AND
SECTION 17, BLOCK 5, H. & G. N. RR. CO. SURVEY, ABSTRACT NO. 429,
REEVES COUNTY, TEXAS



TO TOWN OF PECOS CITY AND PERMAN BASIN ABSTRACT COMPANY EXCLUSIVELY, AND FOR USE WITH THIS TRANSACTION ONLY:

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE THAT THIS PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND ON FEBRUARY 15, 2019; THAT ALL CORNERS ARE MONUMENTED AS SHOWN HEREON; AND THAT THERE ARE NO VISIBLE ENCROACHMENTS OR OVERLAPPING OF IMPROVEMENTS, EXCEPT AS SHOWN OR NOTED HEREON.

ERIC J. DANNHEIM, R.P.L.S. NO. 6075
FORM NO. 10154453

3/4/2019

TOWN OF PECOS CITY
REEVES COUNTY, TEXAS

PAYNE
INDUSTRIES

302 W. Higgins, Ste. 1A, San Marcos, TX 78666
(512) 749-2878 (979) 567-4600 (432) 238-3186

G.F. NO. 1813029

ADDRESS: HWY 20
PECOS, TX

JOB NUMBER: 1690-009

CLIENT: TOWN OF PECOS CITY

DATE: MARCH 4, 2019

FIELD CREW: GT

OFFICE: JH, AW, ED

RESOLUTION #20-11-08R
*Sale of 513 Acre and 620 Acre Tracts to
the West Pecos Municipal Management District*

A RESOLUTION OF THE PECOS CITY COUNCIL APPROVING THE SALE OF A 513 ACRE TRACT AND A 620 ACRE TRACT TO THE WEST PECOS MUNICIPAL MANAGEMENT DISTRICT FOR COMPENSATION IN THE AMOUNT OF \$6,651,454.51 AND SUBJECT TO THE RIGHT OF FIRST REFUSAL; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, The Town of Pecos City is a Home-Rule City duly incorporated under the Laws of the State of Texas; and

WHEREAS, the City is at the heart of the Delaware Basin Oil Boom, resulting in increased industrial growth and economic development; and

WHEREAS, The City has invested in creating the West Pecos Municipal Management District and the purchase of over 1100 acres for the purpose of promoting economic development and housing development; and

WHEREAS, The West Pecos Municipal Management District now desires to purchase this acreage from the City and the City desires to sell this property to the WPMMD.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF PECOS CITY, TEXAS THAT:

- Section 1. The findings set out in the preamble to this resolution are hereby in all things approved and adopted.
- Section 2. The property is described in the attached surveys and descriptions, consisting of approximately 513.67 acres and 620 acres, respectively.
- Section 3. The properties shall be sold to the West Pecos Municipal Management District for \$6,651,454.51, subject to the following schedule:

620 Acres	
Survey	\$ 3,500.00
Purchase Costs	\$ 3,435,310.00
Interest due to General Fund	\$ 128,876.71
<i>Subtotal</i>	\$ 3,567,686.71

513 Acres	
Survey	\$ 7,500.00
Purchase Costs	\$ 2,500,387.00
Interest due to Utility Fund	\$ 141,735.11
<i>Subtotal</i>	\$ 2,649,622.11

Blackridge	\$	50,000.00
Project Control	\$	98,775.13
Gateway Planning	\$	94,500.00
Allen, Boone and Humphries	\$	100,868.11
Perryman Group	\$	90,002.45
<i>Subtotal</i>	\$	434,145.69
TOTAL	\$	6,651,454.51

Section 4. The properties subject to sale shall only be used in accordance with the purposes set forth in the West Pecos Master Plan. Any use or resale of these properties contrary to those purposes shall be subject to the right of first refusal by the city at the same per-acre price as is set forth in the sales price herein, minus the costs associated with creation of the district; namely, Blackridge, Project Control, Gateway Planning, Allen Boone & Humphries and the Perryman group.

Section 4. The Mayor or his designee is hereby authorized and directed to take all steps necessary to for the sale of these properties to the WPMMD.

SEVERABILITY: If any article, section, subsection, clause, paragraph, sentence or phrase of this ordinance shall, for any reason, be held to be invalid or unconstitutional, such invalid article, section, subsection, clause, paragraph, sentence or phrase is hereby declared to be severable; and any such invalid or unconstitutional article, section, subsection, clause, paragraph, sentence or phrase shall in no way affect the validity of the remaining portions of this ordinance; and it is hereby declared to be the intention of the City Council to enact each section and portion thereof individually, and each such section shall stand individually if necessary, and be in force regardless of the determined invalidity or unconstitutionality of any article, section, subsection, clause, paragraph, sentence or phrase thereof.

EFFECTIVE DATE: This resolution shall become effective from and after its passage.

PASSED AND APPROVED THIS _____ **DAY OF** _____, 2020.

David Flores – Mayor, Town of Pecos City

ATTEST:

Syra Nichols – City Secretary

November 2, 2020

Mr. Seth Sorensen
City Manager
Town of Pecos City
PO Box 929
Pecos, TX 79772-0929

Re: Recommendation for Award of Construction Contract
Town of Pecos City Lincoln Street and US Highway 285 (Cedar) Traffic Signal

Dear Mr. Sorensen:

We have reviewed the bid for the above referenced project received on October 30, 2020 and determined that it was submitted in accordance with guidelines established in the Bid Documents and those procedures adopted by the Town of Pecos City. The bid has been determined to be tabulated properly and is consistent with those figures recorded during the bid opening. A completed bid tabulation form is enclosed for your reference.

We recommend that the Construction Contract for the Town of Pecos City Lincoln Street and US Highway 285 (Cedar) Traffic Signal project be awarded to the low bidder, Willis Electric Co. LP., for the **Total Contract Amount of \$329,890.00.**

Please contact me if you have questions or wish to discuss this matter further.

Sincerely,

PARKHILL, SMITH & COOPER, INC.

By



Kyle W. Jackson, PE
Principal / Sector Director
Transportation

KWJ/ach
Enclosures (1)

cc: Luke Holt, EIT, TOPC
Holly Jarocki, Community Services Director, TOPC
Syra Nichols, City Secretary, TOPC
Oscar Ornelas, Community Engagement, TOPC
Heather Ramirez, City Manager Exec. Assistant, TOPC



LINCOLN STREET AND US HIGHWAY 285 (CEDAR) TRAFFIC SIGNAL

PECOS, TEXAS

30-Oct-20

2:00 P.M.

BASE BID				Willis Electric, Co. LP 4242 Sayles Blvd. Abilene, Texas 79605									
Item No.	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization	1	LS	\$45,000.00	\$45,000.00		\$0.00		\$0.00		\$0.00		\$0.00
2	REMOVING CONC (SIDEWALKS)	6	SY	\$400.00	\$2,400.00		\$0.00		\$0.00		\$0.00		\$0.00
3	REMOVING CONC (BRICK PAVERS)	72	SY	\$125.00	\$9,000.00		\$0.00		\$0.00		\$0.00		\$0.00
4	DRILL SHAFT (36")	48	LF	\$500.00	\$24,000.00		\$0.00		\$0.00		\$0.00		\$0.00
5	CONC SIDEWALKS (5") (TYPE 1)	6	SY	\$180.00	\$1,080.00		\$0.00		\$0.00		\$0.00		\$0.00
6	BRICK SIDEWALK INSTALL	72	SY	\$180.00	\$12,960.00		\$0.00		\$0.00		\$0.00		\$0.00
7	CONDT (PVC)(SCH 40) (2")	674	LF	\$24.00	\$16,176.00		\$0.00		\$0.00		\$0.00		\$0.00
8	CONDT (PVC)(SCH 40) (3")	221	LF	\$24.00	\$5,304.00		\$0.00		\$0.00		\$0.00		\$0.00
9	CONDT (PVC)(SCH 80) (2" BORE)	314	LF	\$24.00	\$7,536.00		\$0.00		\$0.00		\$0.00		\$0.00
10	CONDT (PVC)(SCH 80) (3") (BORE)	102	LF	\$24.00	\$2,448.00		\$0.00		\$0.00		\$0.00		\$0.00
11	ELEC CONDR (NO.6) BARE	1,326	LF	\$2.00	\$2,652.00		\$0.00		\$0.00		\$0.00		\$0.00
12	ELEC CONDR (NO.6) INSULATED	836	LF	\$2.50	\$2,090.00		\$0.00		\$0.00		\$0.00		\$0.00
13	GROUND BOX TY D (162922)W/APRON	9	EA	\$1,750.00	\$15,750.00		\$0.00		\$0.00		\$0.00		\$0.00
14	ELC SRV TY D 120/240 060(NS) SS (E) PS (U)	1	EA	\$7,500.00	\$7,500.00		\$0.00		\$0.00		\$0.00		\$0.00
15	ALUMINUM SIGNS (TY A)	60	SF	\$65.00	\$3,900.00		\$0.00		\$0.00		\$0.00		\$0.00
16	REMOVE SM RD SG SUP&AM	1	EA	\$100.00	\$100.00		\$0.00		\$0.00		\$0.00		\$0.00
17	REFL PAV MARK TY II (W) 4" (BRK)	125	LF	\$1.20	\$150.00		\$0.00		\$0.00		\$0.00		\$0.00
18	REFL PAV MRK TY II (W) 8" (SLD)	100	LF	\$3.60	\$360.00		\$0.00		\$0.00		\$0.00		\$0.00
19	REFL PAV MARK TY II (W) 24" (SLD)	75	LF	\$7.20	\$540.00		\$0.00		\$0.00		\$0.00		\$0.00
20	REFL PAV MARK TY II (W) 18" (YLD TRI)	7	EA	\$36.00	\$252.00		\$0.00		\$0.00		\$0.00		\$0.00
21	REFL PAV MARK TY II (Y) 4" (SLD)	900	LF	\$1.20	\$1,080.00		\$0.00		\$0.00		\$0.00		\$0.00
22	REFL PAV MARK TY II (Y) 24" (SLD)	125	LF	\$7.20	\$900.00		\$0.00		\$0.00		\$0.00		\$0.00
23	TRAFFIC BUTTON TY I-C	4	EA	\$6.00	\$24.00		\$0.00		\$0.00		\$0.00		\$0.00
24	TRAFFIC BUTTON TY II-A-A	46	EA	\$4.80	\$220.80		\$0.00		\$0.00		\$0.00		\$0.00
25	ELIM EXT PAV MRK & MRKS (4")	984	LF	\$1.80	\$1,771.20		\$0.00		\$0.00		\$0.00		\$0.00
26	INSTALL HWY TRF SIG (ISOLATED)	1	EA	\$40,000.00	\$40,000.00		\$0.00		\$0.00		\$0.00		\$0.00
27	VEH SIG SEC (12")LED(GRN)	8	EA	\$275.00	\$2,200.00		\$0.00		\$0.00		\$0.00		\$0.00
28	VEH SIG SEC (12")LED(GRN ARW)	2	EA	\$275.00	\$550.00		\$0.00		\$0.00		\$0.00		\$0.00
29	VEH SIG SEC (12")LED(YEL)	8	EA	\$275.00	\$2,200.00		\$0.00		\$0.00		\$0.00		\$0.00
30	VEH SIG SEC (12")LED(YEL ARW)	3	EA	\$275.00	\$825.00		\$0.00		\$0.00		\$0.00		\$0.00
31	VEH SIG SEC (12")LED(RED)	8	EA	\$275.00	\$2,200.00		\$0.00		\$0.00		\$0.00		\$0.00
32	VEH SIG SEC (12")LED(RED ARW)	3	EA	\$275.00	\$825.00		\$0.00		\$0.00		\$0.00		\$0.00
33	BACK PLATE (12")(3 SEC)(VENTED)ALUM	8	EA	\$80.00	\$640.00		\$0.00		\$0.00		\$0.00		\$0.00
34	BACK PLATE (12")(4 SEC)(VENTED)ALUM	2	EA	\$90.00	\$180.00		\$0.00		\$0.00		\$0.00		\$0.00
35	TRF SIG CBL (TY A)(14 AWG)(12 CONDR)	490	LF	\$8.00	\$3,920.00		\$0.00		\$0.00		\$0.00		\$0.00
36	INS TRF SIG PL AM(S)1 ARM(36') LUM	1	EA	\$18,000.00	\$18,000.00		\$0.00		\$0.00		\$0.00		\$0.00
37	INS TRF SIG PL AM(S)1 ARM(44') LUM	1	EA	\$20,000.00	\$20,000.00		\$0.00		\$0.00		\$0.00		\$0.00
38	INS TRF SIG PL AM(S)1 ARM(48') LUM	1	EA	\$24,500.00	\$24,500.00		\$0.00		\$0.00		\$0.00		\$0.00
39	ITS COM CBL (ETHERNET) (CAT 5E)	52	LF	\$3.00	\$156.00		\$0.00		\$0.00		\$0.00		\$0.00
40	BBU (EXTERNAL BATT CABINET)	1	EA	\$12,500.00	\$12,500.00		\$0.00		\$0.00		\$0.00		\$0.00
41	ITS RADIO (DUAL)(5GHZ/5GHZ)-C-U	1	EA	\$500.00	\$500.00		\$0.00		\$0.00		\$0.00		\$0.00
42	VIDEO IMAGING AND RAD VEH DETECT SYS**	3	EA	\$12,500.00	\$37,500.00		\$0.00		\$0.00		\$0.00		\$0.00
	TOTAL				\$329,890.00		\$0.00		\$0.00		\$0.00		\$0.00

RESOLUTION #20-11-09R

Awarding a Contract to Willis Electric Co. LP for Stoplight Construction

A RESOLUTION OF THE PECOS CITY COUNCIL ACCEPTING A THE BID FROM WILLIS ELECTRIC CO., LP IN THE AMOUNT OF \$329,890.00 FOR THE PURPOSE OF INSTALLING A NEW TRAFFIC SIGNAL (STOPLIGHT) AT THE INTERSECTION OF LINCOLN STREET AND HIGHWAY 285; APPROVING THE EXPENDITURE OF FUNDS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, The Town of Pecos City is a Home-Rule City duly incorporated under the Laws of the State of Texas; and

WHEREAS, the City is at the heart of the Delaware Basin Oil Boom, resulting in increased industrial growth and economic development; and

WHEREAS, The growth resulting from the Oil Boom has resulted in an increase in traffic volumes and concern for safe travel as well as the construction of a new grocery store at this location; and

WHEREAS, This location meets the criteria for installation of a new traffic signal; and

WHEREAS, the City desires to install a traffic signal at this location; and

WHEREAS, bids were advertised and received with the lowest responsible bidder being Willis Electric Co., LP in the amount of \$329,890.00 ; and

WHEREAS, the City desires to enter into a contract with Willis Electric Co., LP to perform this work.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF PECOS CITY, TEXAS THAT:

- Section 1. The findings set out in the preamble to this resolution are hereby in all things approved and adopted.
- Section 2. The City hereby accepts the bid from Willis Electric Co., LP in the amount of \$329,890.00 for work associated with the Lincoln Street Stoplight Project.
- Section 3. The funds for this project are hereby authorized and approved for expenditure from the Lincoln Street Capital Improvement Project.
- Section 4. The City Manager or his designee is hereby authorized and directed to take all steps necessary to execute the contract for this project and to take all steps necessary to carry out the completion of this project.

SEVERABILITY: If any article, section, subsection, clause, paragraph, sentence or phrase of this ordinance shall, for any reason, be held to be invalid or unconstitutional, such invalid article, section, subsection, clause, paragraph, sentence or phrase is hereby declared to be severable; and any such invalid or unconstitutional article, section, subsection, clause, paragraph, sentence or phrase shall in no way affect the validity of the remaining portions of this ordinance; and it is hereby declared to be the intention of the City Council to enact each section and portion thereof

individually, and each such section shall stand individually if necessary, and be in force regardless of the determined invalidity or unconstitutionality of any article, section, subsection, clause, paragraph, sentence or phrase thereof.

EFFECTIVE DATE: This resolution shall become effective from and after its passage.

PASSED AND APPROVED THIS _____ DAY OF _____, 2020.

David Flores – Mayor, Town of Pecos City

ATTEST:

Syra Nichols – City Secretary



November 9, 2020

Town of Pecos City
115 W. 3rd Street
Pecos, Texas 79772
Attn: Mr. Seth Sorensen, City Manager

**Re: Recommendation of Award
SCADA System Improvements
Pecos, Texas**

Dear Mr. Sorensen

Bids for the referenced project were opened on Thursday, November 5, 2020. Seven (7) bids were received. The apparent low bidder is SOAP Engineering, LLC out of Houston, Texas. See attached Bid Tabulation.

The responsiveness and responsibility of the bidder has been evaluated for conformity with all material conditions of the Advertisement to Bid and the Information for Bidders. Additionally, the contractor's ability to perform the project successfully and the qualifications submitted by the bidder have been evaluated in accordance with the Contract Documents.

Based on our evaluation, eHT recommends award of the contract to SOAP Engineering, LLC, for the SCADA System Improvements project, as the lowest responsive and responsible bidder. SOAP Engineering, LLC's base bid totaled \$1,314,159.27.

We look forward to working with the Town of Pecos City as this project moves into the construction phase.

Sincerely,

Enrotec / Hibbs & Todd, Inc.

A handwritten signature in black ink, appearing to read 'Jordan S. Hibbs'.

Jordan S. Hibbs, P.E.
Vice President

JSH/jd

Attachment: Bid Tabulation

c: Project File: 7469

P:\Projects\Pecos City, Town of\7469 SCADA\5. Bidding Phase\Bidder Evaluation\Recommendation of Award.docx

Environmental, Civil & Geotechnical Engineers

Abilene Office
402 Cedar
Abilene, Texas 79601
P.O. Box 3097
Abilene, Texas 79604
325.698.5560 | 325.690.3240 fax

Lubbock Office
6310 Genoa Avenue, Suite E
Lubbock, Texas 79424
806.794.1100 | 806.794.0778 fax

www.e-ht.com

Granbury Office
1310 Weatherford Highway, Suite 116
Granbury, Texas 76048
682.498.6000 | 682.498.6293 fax

PE Firm Registration No. 1151
PG Firm Registration No. 50103
RPLS Firm Registration No. 10011900

TABULATION OF BIDS FOR: SCADA System Improvements, Town of Pecos City, Texas

BIDS RECEIVED: 11/05/2020

PE Firm Registration No. 1151

BASE BID				SOAP Engineering, LLC		TraC-n-trol, Inc.		Dedicated Controls, LLC		ION Field Services, LLC	
Item No.	Quantity	Unit	Item	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
1	1	LS	Mobilization, bonds & insurance	\$ 62,579.00	\$ 62,579.00	\$ 68,110.00	\$ 68,110.00	\$ 67,000.00	\$ 67,000.00	\$ 72,250.00	\$ 72,250.00
2	1	LS	Owner's Allowance for work directed by Owner	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
3	1	LS	Electrical and SCADA work	\$ 1,111,580.27	\$ 1,111,580.27	\$ 1,106,130.00	\$ 1,106,130.00	\$ 1,188,317.00	\$ 1,188,317.00	\$ 1,324,000.00	\$ 1,324,000.00
4	1	LS	On-Site Radio Path Survey for Wireless Radios and Verizon Cellular	\$ 10,000.00	\$ 10,000.00	\$ 20,675.00	\$ 20,675.00	\$ 29,000.00	\$ 29,000.00	\$ 23,750.00	\$ 23,750.00
5	1	LS	Program & application development of PLC and HMI	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00
TOTAL BASE BID PRICE (Items 1 thru 6)					\$ 1,314,159.27		\$ 1,324,915.00		\$ 1,414,317.00		\$ 1,550,000.00

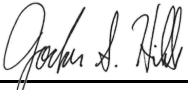
				SOAP Engineering, LLC		TraC-n-trol, Inc.		Dedicated Controls, LLC		ION Field Services, LLC	
Item No.	Quantity	Unit	Item	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
A1	1	LS	100' Antenna Tower for Ward Tank Site	N/A	N/A	\$ 37,285.00	\$ 37,285.00	\$ 28,500.00	\$ 28,500.00	\$ 73,154.00	\$ 73,154.00
TOTAL ALTERNATE PRICE - ADDITIVE OR DEDUCTIVE (Item A1)					N/A		\$ 37,285.00		\$ 28,500.00		\$ 73,154.00

BASE BID				CSE W-Industries, Inc.		Control Panels USA, Inc.		Prime Controls, LP	
Item No.	Quantity	Unit	Item	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
1	1	LS	Mobilization, bonds & insurance	\$ 40,000.00	\$ 40,000.00	\$ 65,000.00	\$ 65,000.00	\$ 25,000.00	\$ 25,000.00
2	1	LS	Owner's Allowance for work directed by Owner	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
3	1	LS	Electrical and SCADA work	\$ 1,467,230.00	\$ 1,467,230.00	\$ 1,451,400.00	\$ 1,451,400.00	\$ 1,612,750.00	\$ 1,612,750.00
4	1	LS	On-Site Radio Path Survey for Wireless Radios and Verizon Cellular	\$ 5,735.00	\$ 5,735.00	\$ 46,000.00	\$ 46,000.00	\$ 25,000.00	\$ 25,000.00
5	1	LS	Program & application development of PLC and HMI	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00
TOTAL BASE BID PRICE (Items 1 thru 6)					\$ 1,642,965.00		\$ 1,692,400.00		\$ 1,792,750.00

				CSE W-Industries, Inc.		Control Panels USA, Inc.		Prime Controls, LP	
Item No.	Quantity	Unit	Item	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
A1	1	LS	100' Antenna Tower for Ward Tank Site	\$ 60,570.00	\$ 60,570.00	\$ 29,000.00	\$ 29,000.00	\$ 79,406.58	\$ 79,406.58
TOTAL ALTERNATE PRICE - ADDITIVE OR DEDUCTIVE (Item A1)					\$ 60,570.00		\$ 29,000.00		\$ 79,406.58

I, JORDAN S. HIBBS, P.E., #115729, DO HEREBY CERTIFY THAT THE ABOVE REFERENCED BIDS WERE RECEIVED, IN ACCORDANCE WITH THE ADVERTISED PROCEDURES, OPENED, AND READ ALOUD.

THE BID TABULATION HEREIN IS A TRUE AND ACCURATE REPRESENTATION OF THE BIDS READ ALOUD.


JORDAN S. HIBBS, P.E., #115729



11/6/2020

RESOLUTION #20-11-10R
Accepting bid for SCADA Improvements

A RESOLUTION OF THE PECOS CITY COUNCIL ACCEPTING A BIDS FROM SOAP ENGINEERING, LLC IN THE AMOUNT OF \$1,314,159.27 FOR THE SCADA IMPROVEMENT PROJECT; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, The Town of Pecos City is a Home-Rule City duly incorporated under the Laws of the State of Texas; and

WHEREAS, the City is at the heart of the Delaware Basin Oil Boom, resulting in increased industrial growth and economic development; and

WHEREAS, The City provides its own water and sewer services; and

WHEREAS, The City desires to expand the Supervisory Control and Data Acquisition System (SCADA) for the water and sewer systems; and

WHEREAS, the City Council appropriated \$1,700,000 for this project from water utilities reserves at its regular city council meeting of September 10, 2020; and

WHEREAS, multiple bids were received with the Engineering Recommendation being to accept the bid from SOAP Engineering, LLC in the amount of \$1,314,159.27; and

WHEREAS, the City Council desires to proceed with this work.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF PECOS CITY, TEXAS THAT:

- Section 1. The findings set out in the preamble to this resolution are hereby in all things approved and adopted.
- Section 2. The 2020 SCADA Project is hereby awarded to SOAP Engineering, LLC in the amount of \$1,314,159.27, and the City is authorized to enter into a contract with SOAP Engineering, LLC for the purpose of completing this work.
- Section 3. The City Manager or his designee is hereby authorized and directed to take all steps necessary to execute this project.

SEVERABILITY: If any article, section, subsection, clause, paragraph, sentence or phrase of this ordinance shall, for any reason, be held to be invalid or unconstitutional, such invalid article, section, subsection, clause, paragraph, sentence or phrase is hereby declared to be severable; and any such invalid or unconstitutional article, section, subsection, clause, paragraph, sentence or phrase shall in no way affect the validity of the remaining portions of this ordinance; and it is hereby declared to be the intention of the City Council to enact each section and portion thereof individually, and each such section shall stand individually if necessary, and be in force regardless of the determined invalidity or unconstitutionality of any article, section, subsection, clause, paragraph, sentence or phrase thereof.

EFFECTIVE DATE: This resolution shall become effective from and after its passage.

PASSED AND APPROVED THIS _____ **DAY OF** _____, 2020.

David Flores – Mayor, Town of Pecos City

ATTEST:

Syrá Nichols – City Secretary



October 17, 2020

Mr. Seth A. Sorenson, PE
City Manager, City of Pecos

Via Email at ssorensen@pecostx.gov

Reference: INVOICE for Engineering Design Services under Amendment No. 1, September 7, 2020
Water Line and Sanitary Sewer Extension with Lift Station to serve the
City of Pecos SE Quadrant, City of Pecos, Texas

Design of a water main and sanitary sewer Extension (with Lift Station) to serve the Southeast Pecos quadrant generally bounded by the Airport on the west, IH-20 to the north, the proposed loop on the south and US 285 on the east, in Pecos, Texas, including preparation of construction drawings and specifications for a fully automatic lift station with sanitary sewer line extensions to the new sports complex; preparation of construction drawings and specifications for water line extensions along CR 118 and west to the Airport, coordination with TNMP for power and metering at the lift station, submittal to and approval by the Texas Commission on Environmental Quality (TCEQ), bidding, construction phase services and start-up.

Design:

Task No. 1: Relocation of Lift Station to the Hendrix Tract and 320 LF of main redesign	
Total Contract Amended Fee for this task	\$ 5,000.00
Design, Preparation and CD's in Relocated Position (100% Complete)	\$ 5,000.00
Less Previous Payments	(\$ 00.00)
Amount Due this Billing	\$ 5,000.00
Task No. 2: Relocation of Lift Station and redesign of Station components for new site	
Total Contract Amended Fee for this task	\$ 10,000.00
Design, Preparation and Issuance of CD's to serve land to west (100% Complete)	\$ 10,000.00
Less Previous Payments	(\$ 00.00)
Amount Due this Billing	\$ 10,000.00
Task No. 3: Relocation of Lift Station to the Hendrix Tract and 740 LF of main redesign	
Total Contract Amended Fee for this task	\$ 10,000.00
Design, Preparation and Issuance of CD's to serve land to west (100% Complete)	\$ 10,000.00
Less Previous Payments	(\$ 00.00)
Amount Due this Billing	\$ 10,000.00
TOTAL AMOUNT for Amended Design Tasks 1,2 and 3	\$ 25,000.00

Total Invoice Amount for Payment of SE Quadrant WS Extension Amend 1	\$ 25,000.00
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Thanks for your Business,

A handwritten signature in blue ink, appearing to read "MSB", is written over the text "Thanks for your Business,".

Mark S. Brown, Principle
MBS Development Services LLC
Professional Personal Performance

RESOLUTION #20-11-11R

*Change Order and Amendment for the SEQ Engineering Contract with
MBS Development Services*

A RESOLUTION OF THE PECOS CITY COUNCIL ACCEPTING A CONTRACT AMENDMENT FOR ENGINEERING OF THE SEQ UTILITIES EXTENSION PROJECT FROM MBS DEVELOPMENT SERVICES, LLC; APPROPRIATING SUFFICIENT FUNDS AND AUTHORIZING THE TRANSFER AND EXPENDITURE OF FUNDS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, The Town of Pecos City is a Home-Rule City duly incorporated under the Laws of the State of Texas; and

WHEREAS, the City is at the heart of the Delaware Basin Oil Boom, resulting in increased industrial growth and economic development; and

WHEREAS, The City provides its own water and sewer services; and

WHEREAS, The City desires to expand the service area for sewer services south of town to open it to additional economic development and the development of the new baseball complex; and

WHEREAS, the City was unable to located property owners on a tract of land with an undivided interest; and

WHEREAS, this necessitated that the lift station be moved and redesigned; and

WHEREAS, this contract amendment will cover the cost of the redesign and associated landman and surveying costs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF PECOS CITY, TEXAS THAT:

- Section 1. The findings set out in the preamble to this resolution are hereby in all things approved and adopted.
- Section 2. The Engineering Design Contract for the SEQ Utilities project is hereby amended to increase the contract amount with MBS Development Services, LLC in the amount of \$25,000 for a total revised contract amount of \$216,435.00.
- Section 3. The funds for this project are hereby authorized and approved for expenditure from the Utility Reserves Fund. All related transfers to the Utility CIP fund are authorized.
- Section 4. The City Manager or his designee is hereby authorized and directed to take all steps necessary to execute the contract for this project and to take all steps necessary to carry out the completion of this project.

SEVERABILITY: If any article, section, subsection, clause, paragraph, sentence or phrase of this ordinance shall, for any reason, be held to be invalid or unconstitutional, such invalid article, section, subsection, clause, paragraph, sentence or phrase is hereby declared to be severable; and

any such invalid or unconstitutional article, section, subsection, clause, paragraph, sentence or phrase shall in no way affect the validity of the remaining portions of this ordinance; and it is hereby declared to be the intention of the City Council to enact each section and portion thereof individually, and each such section shall stand individually if necessary, and be in force regardless of the determined invalidity or unconstitutionality of any article, section, subsection, clause, paragraph, sentence or phrase thereof.

EFFECTIVE DATE: This resolution shall become effective from and after its passage.

PASSED AND APPROVED THIS _____ DAY OF _____, 2020.

David Flores – Mayor, Town of Pecos City

ATTEST:

Syra Nichols – City Secretary

RESOLUTION #20-11-12R
Purchase of Holm Tract for Utilities

A RESOLUTION OF THE PECOS CITY COUNCIL APPROVING THE PURCHASE OF THE HOLM TRACT NEAR HIGHWAY 285 IN PECOS, TEXAS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, The Town of Pecos City is a Home-Rule City duly incorporated under the Laws of the State of Texas; and

WHEREAS, the City is at the heart of the Delaware Basin Oil Boom, resulting in increased industrial growth and economic development; and

WHEREAS, The City provides its own water and sewer services; and

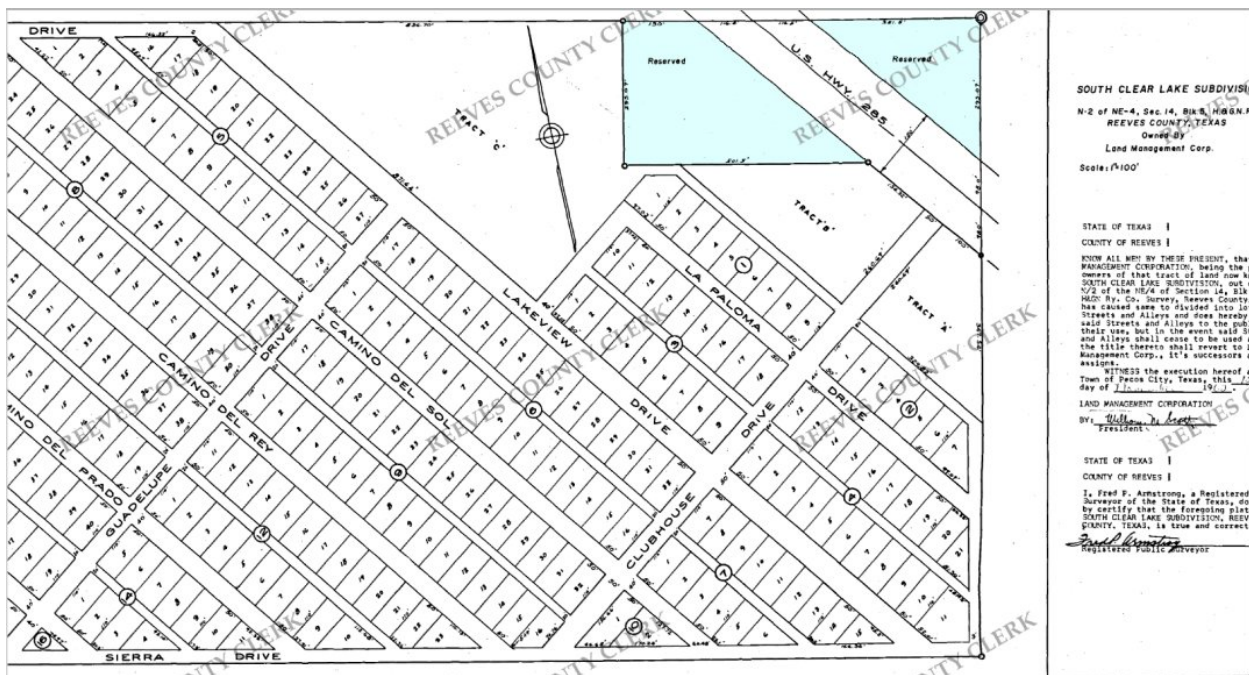
WHEREAS, The City desires to secure property along Highway 285 for the primary purpose of locating water and sewer utilities within the tract; and

WHEREAS, the purchase price for this tract is not to exceed \$37,500.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF PECOS CITY, TEXAS THAT:

Section 1. The findings set out in the preamble to this resolution are hereby in all things approved and adopted.

Section 2. The property is generally shown in the blue area below:



Section 3. The funds for this project are hereby authorized and approved for expenditure from the Utility Reserves Fund. All related transfers to the Utility CIP fund are authorized.

Section 4. The City Manager or his designee is hereby authorized and directed to take all steps necessary to purchase this property including the expenditure of funds up to \$37,500.00.

SEVERABILITY: If any article, section, subsection, clause, paragraph, sentence or phrase of this ordinance shall, for any reason, be held to be invalid or unconstitutional, such invalid article, section, subsection, clause, paragraph, sentence or phrase is hereby declared to be severable; and any such invalid or unconstitutional article, section, subsection, clause, paragraph, sentence or phrase shall in no way affect the validity of the remaining portions of this ordinance; and it is hereby declared to be the intention of the City Council to enact each section and portion thereof individually, and each such section shall stand individually if necessary, and be in force regardless of the determined invalidity or unconstitutionality of any article, section, subsection, clause, paragraph, sentence or phrase thereof.

EFFECTIVE DATE: This resolution shall become effective from and after its passage.

PASSED AND APPROVED THIS _____ DAY OF _____, 2020.

David Flores – Mayor, Town of Pecos City

ATTEST:

Syra Nichols – City Secretary

ORDINANCE NO. 20-10-01
Renaming W. Jackson Boulevard

AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF PECOS CITY, TEXAS, CHANGING THE NAME OF W. JACKSON BOULEVARD TO W. ELIZABETH STREET, TO RUN FROM TEXAS STREET THROUGH S. OAK STREET AS SHOWN ON EXHIBIT "A"; PROVIDING FOR A SERVABILITY CLAUSE; PROVIDING FOR A PREPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Pecos City, Texas, has deemed it appropriate to change the name of W. Jackson Boulevard to W. Elizabeth Street,

WHEREAS, it has been determined that there are four (4) residents whose properties will be affected by the street name change of W. Elizabeth Street.

WHEREAS, the Town of Pecos City will reimburse any fees incurred by affected property owners in regards to legally updating the address change on government identifications

WHEREAS, the City Council has determined that renaming W. Jackson Boulevard to W. Elizabeth Street is consistent with the goal of consistency of street names and is in the best interest of the city,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF PECOS CITY, TEXAS, THAT:

SECTION 1. The name of W. Jackson Boulevard, shall be changed to W. Elizabeth Street between Texas Street and E. Oak Street, as shown on Exhibit "A" attached hereto. The Traffic Engineer is directed to correct the maps and records of the city to reflect the change in street name herein and to cause appropriate signage to be erected.

SECTION 2. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, be adjusted or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance, which shall remain in full force and effect.

SECTION 3. All ordinances of the Town of Pecos City, Texas, in conflict with the provisions of this ordinance be, and the same hereby repealed; provided, however, that all other provisions of said ordinances no in conflict with provisions of this ordinance shall remain in full force and effect.

PASSED AND APPROVED by the City Council of the Town of Pecos City, Texas this the ____ day of _____, 2020.

TOWN OF PECOS CITY, TEXAS

David Flores, Mayor

ATTEST:

Syra Nichols, City Secretary

APPROVED AS TO FORM AND FUNCTION:

Rod Ponton, City Attorney

Exhibit
"A"

