CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL MEETING
September 14, 2021 - 10:00 AM
300 North Loraine
Midland, Texas
Council Chamber - City Hall

Videoconference Information

Please click this URL to join. https://us06web.zoom.us/j/81368197615?pwd=bVBFd3JoK1dRU25VbGh1OFFpL0h3UT09

Passcode: 873062

Or One tap mobile:

+13462487799,,81368197615# US (Houston)

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US: +1 346 248 7799 or +1 720 707 2699 or +1 253 215 8782 or +1 646 558 8656 or +1 301 715 8592 or +1 312 626 6799

Webinar ID: 813 6819 7615

International numbers available: https://us06web.zoom.us/u/kNMcUGsgK

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

OPENING ITEMS

1. Invocation – Pastor Jason Atchley, Greenwood Baptist Church

2. Pledge of Allegiance

PRESENTATIONS

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

   3a. Presentation of Proclamation for “DESK & DERRICK INDUSTRY APPRECIATION WEEK”

   3b. Presentation of Proclamation for “THE AMERICAN LEGION DAY”

BUDGET AND TAX RATE

4. 10225 – AN ORDINANCE OF THE CITY OF MIDLAND PROVIDING FUNDS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022, BY APPROVING THE BUDGET FOR SAID PERIOD AND APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS OUT OF THE GENERAL AND OTHER REVENUES AND UNAPPROPRIATED FUND BALANCE OF THE CITY OF MIDLAND FOR SAID FISCAL YEAR FOR THE MAINTENANCE AND OPERATION OF THE VARIOUS DEPARTMENTS AND FOR VARIOUS ACTIVITIES AND IMPROVEMENTS TO THE CITY; AND ORDERING PUBLICATION (FINANCE)

5. 2021-107 – RESOLUTION RATIFYING THE PROPERTY TAX REVENUE INCREASE REFLECTED IN THE FISCAL YEAR 2021-2022 BUDGET (DISTRICT: NONE) (FINANCE)

6. 10226 – AN ORDINANCE FIXING THE TAX LEVY FOR THE CITY OF MIDLAND, TEXAS, FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2021, AND ENDING ON SEPTEMBER 30, 2022 (FINANCE)

CONSENT AGENDA

7. MOTION APPROVING THE FOLLOWING MINUTES:

   7a. BRIEFING SESSION OF AUGUST 24, 2021

   7b. REGULAR SESSION OF AUGUST 24, 2021

8. 122-2021 – MOTION ALLOCATING $9,500,000 RECEIVED FROM THE U.S. DEPARTMENT OF THE TREASURY UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 TO CONSTRUCTION PROJECTS (DISTRICT: NONE) (FINANCE)

9. 2021-108 – RESOLUTION APPROVING A SOLE-SOURCE MASTER AGREEMENT FOR NEPTUNE WATER METERS AND ASSOCIATED PARTS FOR THE CUSTOMER SERVICE DIVISION OF THE FINANCE DEPARTMENT FROM CORE & MAIN, LP, AT A TOTAL COST OF $2,939,325.20 (DISTRICT: ALL) (GENERAL SERVICES)

10. 2021-109 – RESOLUTION AWARDING A CONTRACT FOR THE FLORIDA AVENUE AND COTTON FLAT ROAD WATER MAIN IMPROVEMENTS PROJECT TO TEC EXCAVATION, INC., FOR A TOTAL COST NOT TO EXCEED $483,444.00; APPROVING $96,688.80 FOR CONTINGENCIES; AND TRANSFERRING FUNDS (DISTRICT 2) (GENERAL SERVICES)

11. 123-2021 – MOTION AUTHORIZING THE EXECUTION OF A 2022 ROUTINE AIRPORT MAINTENANCE PROGRAM AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION TO RECEIVE FUNDS IN THE AMOUNT OF $25,000.00 FOR AUTOMATED WEATHER OBSERVING SYSTEM MAINTENANCE AND CERTAIN OTHER MAINTENANCE ITEMS AT MIDLAND AIRPARK; AND APPROPRIATING SAID FUNDS FROM THE AIRPORT OPERATING FUND (500) UNAPPROPRIATED FUND BALANCE TO THE 2022 TXDOT RAMP AGREEMENT PROJECT (700317) (DISTRICT

4) (AIRPORTS)

12. 2021-110 – RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH ONYX GENERAL CONSTRUCTION, LLC, IN THE AMOUNT OF $1,641,882.53 FOR THE SV1A AND SV1B AND ASSOCIATED ROADWAY AND CARGO ROAD RECONSTRUCTION PROJECT AT MIDLAND INTERNATIONAL AIR & SPACE PORT; AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT 4) (AIRPORTS)

13. 2021-111 – RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH RURAL ELECTRIC, INC., IN THE AMOUNT OF $1,502,264.00 FOR THE AIRFIELD LIGHTING REHABILITATION PROJECT AT MIDLAND INTERNATIONAL AIR & SPACE PORT; AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT 4) (AIRPORTS)

14. 2021-112 – RESOLUTION REQUESTING THE RESALE OF PROPERTY ACQUIRED BY MIDLAND CENTRAL APPRAISAL DISTRICT AT A DELINQUENT TAX SALE (DISTRICT 2) (CITY MANAGER)

15. 124-2021 – MOTION AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES IN THE FOLLOWING AMOUNTS AND FOR THE FOLLOWING PURPOSES: $150,358.00 TO ASSIST THE CITY OF MIDLAND HEALTH SERVICES DIVISION (THE “CITY”) WITH THE DELIVERY OF IMMUNIZATION SERVICES; $57,521.00 TO ASSIST THE CITY WITH THE FUNDING AND DELIVERY OF IMMUNIZATION/COVID-19 SERVICES; $105,462.00 TO ASSIST THE CITY WITH THE FUNDING AND DELIVERY OF PUBLIC HEALTH EMERGENCY PREPAREDNESS SERVICES; $111,630.00 TO ASSIST THE CITY WITH THE FUNDING AND DELIVERY OF LOCAL PUBLIC HEALTH SERVICES; $350,000.00 TO ASSIST THE CITY WITH THE FUNDING AND DELIVERY OF PUBLIC HEALTH WORKFORCE SERVICES; $97,801.00 TO ASSIST THE CITY WITH THE FUNDING OF AN INFECTIOUS DISEASE CONTROL UNIT AND/OR RELATED COVID-19 SERVICES; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL NECESSARY ACCEPTANCE DOCUMENTS; AND AUTHORIZING AND DIRECTING THE CITY TREASURER TO DEPOSIT SAID GRANT FUNDS INTO THE GENERAL FUND (DISTRICT: ALL) (COMMUNITY SERVICES)

16. 125-2021 – MOTION AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE U.S. COMMITTEE FOR REFUGEES AND IMMIGRANTS IN THE AMOUNT OF $31,617.00 TO ASSIST THE CITY OF MIDLAND HEALTH SERVICES DIVISION WITH THE FUNDING AND DELIVERY OF REFUGEE IMMUNIZATION SERVICES; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL NECESSARY ACCEPTANCE DOCUMENTS; AND AUTHORIZING AND DIRECTING THE CITY TREASURER TO DEPOSIT SAID GRANT FUNDS INTO THE GENERAL FUND (DISTRICT: ALL) (COMMUNITY SERVICES)

17. 2021-113 – RESOLUTION APPROVING THE TRANSFER FROM DE3 OPERATING LLC (“OPERATOR”) TO PIONEER NATURAL RESOURCES USA, INC. (“TRANSFEREE”) OF ALL OF OPERATOR’S OIL AND GAS WELL PERMITS AND ROAD REPAIR AGREEMENTS ASSOCIATED WITH OPERATIONS LOCATED IN SECTION 23, BLOCK

40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (DISTRICT 4) (DEVELOPMENT SERVICES)

18. 2021-114 – RESOLUTION GRANTING A VARIANCE FOR AN OIL AND GAS WELL TO BE LOCATED IN SECTION 10, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED 2,080 FEET WEST OF RANKIN HIGHWAY AND 520 FEET SOUTH OF WEST INTERSTATE 20) BY ALLOWING SAID OIL AND GAS WELL TO BE NO CLOSER THAN 333 FEET OF AN OCCUPIED RESIDENCE OR COMMERCIAL STRUCTURE; APPROVING THE ISSUANCE OF A PERMIT TO PERMIAN DEEP ROCK OIL CO., LLC ("OPERATOR") TO DRILL SAID OIL AND GAS WELL WITHIN THE CITY LIMITS; AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT (DISTRICT 2) (DEVELOPMENT SERVICES)

19. 126-2021 – MOTION APPROVING A PROPOSED PRELIMINARY PLAT OF NORTHWEST PASSAGE ADDITION, BEING A PLAT OF A 117.035-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF STATE HIGHWAY 158, APPROXIMATELY 1,001 FEET NORTH OF STATE HIGHWAY 191 – EXTRATERRITORIAL JURISDICTION) (DISTRICT: NONE) (DEVELOPMENT SERVICES)

20. 127-2021 – MOTION AUTHORIZING THE APPROPRIATION OF $1,267,679 TO THE 2021-2022 CDBG BLOCK GRANT PROJECT (700316) (DISTRICT:NONE) (DEVELOPMENT SERVICES)

21. 2021-115 – RESOLUTION AUTHORIZING THE EXECUTION OF COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACTS WITH CASA DE AMIGOS OF MIDLAND, TEXAS, INCORPORATED, MIDLAND VISIONS 2000, AND MISSION HEALTH CARE, INC.; AND AUTHORIZING THE FUNDING OF COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS, FOR A TOTAL COST OF $1,267,679.00 (DISTRICT: ALL) (DEVELOPMENT SERVICES)

22. 2021-116 – RESOLUTION PARTIALLY RELEASING A UTILITY EASEMENT THAT WAS GRANTED TO THE CITY OF MIDLAND BY LOS CONCHOS VENTURES, LLC; AUTHORIZING THE EXECUTION OF AN INSTRUMENT MEMORIALIZING THE PARTIAL RELEASE OF THE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 4) (ENGINEERING SERVICES)

23. 2021-117 – RESOLUTION AUTHORIZING THE CITY MANAGER TO ACQUIRE, ON BEHALF OF THE CITY OF MIDLAND, ANY REAL PROPERTY INTERESTS NECESSARY OR APPROPRIATE, BY ANY INSTRUMENTS OF CONVEYANCE NECESSARY OR APPROPRIATE, FOR THE USE AND BENEFIT OF THE PUBLIC FOR STREET, ROAD, PEDESTRIAN ACCESS, DRAINAGE, AND PUBLIC UTILITY PURPOSES, AND FOR ANY OTHER ANCILLARY PUBLIC USE AS IS USUAL AND CUSTOMARY IN CONNECTION THEREWITH IN THE PORTION OF THE CITY THAT IS NORTH OF BUSINESS INTERSTATE 20, EAST OF FAIRGROUNDS ROAD, SOUTH OF THE NORTHERN BOUNDARY OF MIDLAND COUNTY, AND WEST OF ELKINS ROAD; AUTHORIZING THE CITY MANAGER TO OBTAIN APPRAISALS, NEGOTIATE,

EXECUTE, AND FILE ALL DOCUMENTS NECESSARY TO ACQUIRE SAID REAL PROPERTY INTERESTS, PURCHASE TITLE INSURANCE POLICIES, AND HOLD THE CLOSINGS FOR SAID ACQUISITIONS; AUTHORIZING PAYMENT FOR SAID APPRAISALS, TITLE INSURANCE POLICIES, AND CLOSING COSTS; AND ORDERING THE CITY SECRETARY TO RECORD, OR ENSURE THAT THE TITLE COMPANY RECORDS, ALL INSTRUMENTS OF CONVEYANCE (DISTRICT 1 AND DISTRICT 2) (ENGINEERING SERVICES)

24. 2021-118 – RESOLUTION AUTHORIZING THE ISSUANCE OF AN OPERATING CERTIFICATE FOR JOHN LEWALLEN D/B/A BIG JOHN'S LIMO SERVICE; SETTING FORTH CONDITIONS ACCOMPANYING THE CERTIFICATE; AND ESTABLISHING THE TERMS OF THE CERTIFICATE (DISTRICT: ALL) (POLICE)

25. 2021-119 – RESOLUTION APPROVING THE TRANSFER OF A RIGHT-OF-WAY LICENSE FROM DE3 OPERATING LLC ("LICENSEE") TO PIONEER NATURAL RESOURCES USA, INC. ("TRANSFEREE"); SAID RIGHT-OF-WAY LICENSE BEING LOCATED IN SECTION 23, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT 4) (UTILITIES)

26. 2021-120 – RESOLUTION AMENDING THE WATER CONSERVATION PLAN FOR THE CITY OF MIDLAND, TEXAS (DISTRICT: ALL) (UTILITIES)

SECOND READINGS

27. 10203 – AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 131.190-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF STATE HIGHWAY 158, APPROXIMATELY 1,001 FEET NORTH OF STATE HIGHWAY 191); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT: NONE) (DEVELOPMENT SERVICES) (FIRST READING HELD JULY 13, 2021)

28. 10204 – AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATIONS OF THE AREA INDICATED AS BEING A 131.190-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN LR, LOCAL RETAIL DISTRICT, IN PART, AND AN SF-3, SINGLE-FAMILY DWELLING DISTRICT, IN PART; SAID TRACT BEING GENERALLY LOCATED ON THE WEST SIDE OF STATE HIGHWAY 158, APPROXIMATELY 1,001 FEET NORTH OF STATE HIGHWAY 191; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT: NONE) (DEVELOPMENT SERVICES) (DEFERRED FROM JULY 13, 2021)

29. 10227 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3, BLOCK 3, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO SF-3, SINGLE-FAMILY

DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF NORTH MADISON STREET, APPROXIMATELY 146 FEET SOUTH OF SOUTH STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (FIRST READING HELD AUGUST 24, 2021)

30. 10228 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 2, WALLACE HEIGHTS ADDITION, SECTION 9, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE SOUTH SIDE OF SINCLAIR AVENUE, APPROXIMATELY 290 FEET EAST OF NORTH LOOP 250 WEST); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES) (FIRST READING HELD AUGUST 24, 2021)

31. 10229 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 2, BLOCK 2, WALLACE HEIGHTS ADDITION, SECTION 9, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF SINCLAIR AVENUE, APPROXIMATELY 290 FEET EAST OF NORTH LOOP 250 WEST), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES) (FIRST READING HELD AUGUST 24, 2021)

32. 10230 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 16, BLOCK 2, EASTOVER ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF JESSE STREET AND EAST ILLINOIS AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (FIRST READING HELD AUGUST 24, 2021)

33. 10231 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 4,977-SQUARE FOOT PORTION OF LOT 1, BLOCK 11, WESTRIDGE PARK ADDITION,

SECTION 27, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF DEAUVILLE ROAD AND TRADEWINDS BOULEVARD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (FIRST READING HELD AUGUST 24, 2021)

34. 10232 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 1, BLOCK 1, CLAYDESTA PLAZA NORTH, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND WEST LOOP 250 NORTH), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR A MOBILE FOOD VENDOR PARK; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES) (FIRST READING HELD AUGUST 24, 2021)

35. 10233 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 1, BLOCK 1, CLAYDESTA PLAZA NORTH, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND WEST LOOP 250 NORTH), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A MOBILE FOOD VENDOR PARK FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES) (FIRST READING HELD AUGUST 24, 2021)

36. 10234 – AN ORDINANCE ADOPTING A FEE SCHEDULE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING AN APPEAL PROCESS; AND ORDERING PUBLICATION (FINANCE) (FIRST READING HELD AUGUST 24, 2021)

PUBLIC HEARINGS

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

37. 128-2021 – THE PROPOSED GRANTING OF OIL AND GAS WELL PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELLS: CHAPARRAL H110UH AND KNIGHT H140UH; SAID WELLS BEING GENERALLY LOCATED BETWEEN 717 FEET AND 703 FEET EAST OF NORTH A STREET EXTENSION AND BETWEEN 1,922 FEET AND 1,909 FEET SOUTH OF WEST LOOP 250 NORTH (DISTRICT 3) (DEVELOPMENT SERVICES)

38. 129-2021 – THE PROPOSED GRANTING OF OIL AND GAS WELL PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELLS: MUSTANG 145 MIPA UNIT H145LS; MUSTANG 155 MIPA UNIT H155WA; MUSTANG 160 MIPA UNIT H160LS; AND MUSTANG 160 MIPA UNIT H160WB; SAID WELLS BEING GENERALLY LOCATED BETWEEN 1,181 FEET AND 892 FEET WEST OF RANKIN HIGHWAY AND BETWEEN 627 FEET AND 600 FEET SOUTH OF WEST I-20 (DISTRICT 2) (DEVELOPMENT SERVICES)

39. 10235 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 5, BLOCK 8, GREENWOOD ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH STONEWALL STREET, APPROXIMATELY 90 FEET NORTH OF KENTUCKY AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

40. 10236 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 4,774-SQUARE FOOT PORTION OF LOT 1, BLOCK 1, MESA VERDE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NEELY AVENUE AND NORTH MIDLAND DRIVE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES)

41. 10237 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,081-SQUARE FOOT PORTION OF BLOCK 64, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF WEST WALL STREET AND SOUTH COLORADO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A COCKTAIL LOUNGE FOR ON-PREMISES CONSUMPTION; MAKING SAID

DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

42. 10238 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 1, RUCKUS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM TH, TOWNHOUSE (ATTACHED) DWELLING DISTRICT, IN PART, SF-2, SINGLE-FAMILY DWELLING DISTRICT, IN PART, SF-3, SINGLE-FAMILY DWELLING DISTRICT, IN PART, MF-16, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART, AND PD, PLANNED DISTRICT FOR A HOUSING DEVELOPMENT, IN PART, TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF FAIRGROUNDS ROAD, APPROXIMATELY 1,899 FEET SOUTH OF EAST LOOP 250 NORTH); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

43. 10239 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 5, BLOCK 39, GREENWOOD ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH BENTON STREET, APPROXIMATELY 162 FEET NORTH OF EAST CALIFORNIA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

MISCELLANEOUS

44. 2021-121 – RESOLUTION CONSENTING TO THE ISSUANCE OF MIDLAND COUNTY FRESH WATER SUPPLY DISTRICT NO. 1 REVENUE REFUNDING BONDS (CITY OF MIDLAND PROJECT), TAXABLE SERIES 2021; AUTHORIZING THE MAYOR, THE CITY ATTORNEY AND THE CITY MANAGER TO EXECUTE ALL DOCUMENTS IN CONNECTION THEREWITH; AND RESOLVING OTHER MATTERS RELATED THERETO (DISTRICT: NONE) (FINANCE)

45. 10240 – AN ORDINANCE AMENDING THE CITY OF MIDLAND'S DROUGHT CONTINGENCY PLAN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF FIVE HUNDRED DOLLARS ($500.00); AND ORDERING PUBLICATION (DISTRICT: ALL) (UTILITIES)

46. MOTION MAKING APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS (CITY SECRETARY'S OFFICE)

PUBLIC COMMENT

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

EXECUTIVE SESSION

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

    a. Section 551.071, Consultation with the City Attorney

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

Respectfully Submitted,

Robert Patrick
City Manager

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

City Council Meeting

Item Number: 4

Meeting Date: September 14, 2021

To: City Council / City Manager

From: Jamie Radcliff, Budget Manager

Subject: AN ORDINANCE OF THE CITY OF MIDLAND PROVIDING FUNDS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022, BY APPROVING THE BUDGET FOR SAID PERIOD AND APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS OUT OF THE GENERAL AND OTHER REVENUES AND UNAPPROPRIATED FUND BALANCE OF THE CITY OF MIDLAND FOR SAID FISCAL YEAR FOR THE MAINTENANCE AND OPERATION OF THE VARIOUS DEPARTMENTS AND FOR VARIOUS ACTIVITIES AND IMPROVEMENTS TO THE CITY; AND ORDERING PUBLICATION (FINANCE)

Purpose:

Compliance with the Texas Local Government Code requires a public hearing on the proposed budget more than 15 days after the proposed budget is filed with the city Secretary. The budget was filed with the City Secretary on July 30th, 2021.

Recommended City Council Action:

Approve

Fiscal Impact:

The proposed budget is submitted as the City of Midland's general operating plan for the fiscal year beginning October 1, 2021 and ending September 30, 2022.

Discussion:

The City Council established a Proposed Tax Rate of 0.367189 cents on August 10, 2021. At this tax rate the General Fund will have a budgeted appropriation of $137,666,537 for FY22.

The other major funds will have total budgeted appropriations of $210,281,489.



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MIDLAND PROVIDING FUNDS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022, BY APPROVING THE BUDGET FOR SAID PERIOD AND APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS OUT OF THE GENERAL AND OTHER REVENUES AND UNAPPROPRIATED FUND BALANCE OF THE CITY OF MIDLAND FOR SAID FISCAL YEAR FOR THE MAINTENANCE AND OPERATION OF THE VARIOUS DEPARTMENTS AND FOR VARIOUS ACTIVITIES AND IMPROVEMENTS TO THE CITY; AND ORDERING PUBLICATION

WHEREAS, as required by Article IV, Section 14, of the City Charter, the City Manager has prepared and submitted to the City Council a Budget Estimate of expenditures and revenues of all City departments, activities, and offices for the year beginning October 1, 2021, and ending September 30, 2022; and

WHEREAS, said Budget has been filed with the City Secretary of the City of Midland, Texas, as required; and

WHEREAS, notices of a public hearing upon said Budget have been duly and legally made; and

WHEREAS, said public hearing has been held and full and final consideration given said Budget;

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

SECTION ONE. That for the purpose of providing the funds necessary and proposed to be expended in the Budget of the City of Midland for the fiscal year beginning October 1, 2021, and ending September 30, 2022, the Budget prepared by the City Manager and submitted to the City Council for its consideration and approval is hereby approved, and the available resources and revenues of the City of Midland as set forth in said Budget for said fiscal year, are hereby appropriated and set aside for the maintenance and operation of the various departments of the Government of the City of Midland, together with the various

activities and improvements as set forth in said Budget; and the appropriations shall be strictly applied for the uses and purposes in the respective departments as provided for in said Budget.

SECTION TWO. That the said Budget for the fiscal year beginning October 1, 2021, and ending September 30, 2022, approved herein shall be attached to and made a part of this ordinance the same as if copied in full herein, said Budget being on file in the City Secretary's office referenced by the number and date of this Ordinance.

SECTION THREE. That expenditures during the fiscal year beginning October 1, 2021, and ending September 30, 2022, shall be made in accordance with the summary Budget approved by this ordinance unless otherwise authorized by a duly enacted resolution or ordinance of the City of Midland and subject to the following provisions and conditions, to wit:

1. That no expenditure may be made without Council approval which shall increase the total appropriation for any one Fund.
2. That the City Manager may make transfers to and between departments and divisions unless such transfers would increase the total appropriation within a Fund.
3. That department managers are hereby authorized to approve transfers of amounts between line items within their departments if such transfers do not significantly change the work program contemplated in the approved Budget.

SECTION FOUR. During each year while there is any liability by reason of the City's Personnel Policies or Employment Agreements, the City Council shall compute and ascertain the rate and amount of ad valorem tax, based on the latest approved tax rolls with full allowance being made for tax collection, which will be sufficient to raise the money required to pay any sums which may be or become due during any such year, in no instance to be less than two percent (2%) of such obligation, together with all interest thereon, because of the obligations assumed by the City's Personnel Policies or Employment

Agreements. Said rate and amount of ad valorem tax will be ordered to be levied against all taxable property in the City for each year while any liability exists by reason of the obligations undertaken by the City's Personnel Policies or Employment Agreements, and said ad valorem tax shall be assessed and collected each year until all of the obligations incurred in the City's Personnel Policies or Employment Agreements shall have been discharged and all liability discharged.

SECTION FIVE. For the purpose of this ordinance, certain words as used herein are defined as follows:

1. The term "agency" wherever used in the said Budget shall mean the same and be synonymous with the term "department" as used in the Charter, ordinances, resolutions, and other official documents and policies of the City of Midland, Texas.
2. The term "organization" wherever used in the said Budget shall mean the same and be synonymous with the term "division" as used in the Charter, ordinances, resolutions and other official documents and policies of the City of Midland, Texas.

SECTION SIX. All departments of the City required to be established by the City Charter, state law, or federal law are deemed to be created.

SECTION SEVEN. That all transfers from the Water and Sewer Fund and Sanitation Fund are made in compliance with Sections 1502.057, 1502.058 and 1502.059 of the Texas Government Code.

SECTION EIGHT. That the City Manager shall give notice of water rate increases to appropriate individuals and entities as required by state law.

SECTION NINE. That the City Manager is hereby authorized and directed to execute contracts for grants of Hotel/Motel Tax funds to the extent that said grants are included in the Budget.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Christy Weakland, Interim Director of Finance

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

NOTICE OF PUBLIC HEARING
2021-2022
CITY OF MIDLAND
ANNUAL OPERATING BUDGET

Notice is hereby given that the Mayor and City Council will conduct a Public Hearing at 10:00 A.M. on Tuesday, August 24, 2021 in the City Hall Council Chamber located at 300 North Loraine, Midland, Texas.

THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY $2,655,225 OR 4.4%, AND OF THAT AMOUNT, $1,448,981 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.

The Public Hearing is for the purpose of allowing the public and other interested groups to make comments regarding the 2021-2022 City of Midland Budget.

FY22 SUMMARY - REVENUE & EXPENDITURES

Fund Department	FY 2020 Actuals	FY 2021 Budget	FY 2022 Dept Requests	FY22 Proposed Budget Review vs Adjusted Budget Variance
GENERAL FUND (001)				
Total Revenue:	**$ 159,201,645**	**$ 135,391,704**	**$ 137,666,537**	$ 2,274,833
Total General Fund Expenditures	**$ 154,826,366**	**$ 135,391,703**	**$ 137,666,537**	**$ 2,274,834**
Total Surplus/(Deficit)	**$ 4,375,279**	**$ 1**	**$ 0**	**$ 0**
WATER & SEWER FUND (300)				
Total Revenues:	$ 105,239,297	$ 77,966,600	$ 101,719,564	$ 23,752,964
Total Expenditures:	$ 98,143,579	$ 95,852,730	$ 101,719,564	$ 5,866,834
Total Surplus/(Deficit)	$ 7,095,718	$ (17,886,130)	$ -	$ 17,886,130
DRAINAGE FUND (400)				
Total Revenues:	$ 2,390,659	$ 2,400,500	$ 2,405,000	$ 4,500
Total Expenditures:	$ 460,978	$ 328,840	$ 2,405,000	$ 2,076,160
Total Surplus/(Deficit)	$ 1,929,681	$ 2,071,660	$ -	$ (2,071,660)
SANITATION FUND (430)				
Total Revenues:	$ 21,041,006	$ 18,924,640	$ 20,661,772	$ 1,737,132
Total Expenditures:	$ 23,755,992	$ 19,893,254	$ 20,661,772	$ 768,518
Total Surplus/(Deficit)	$ (2,714,986)	$ (968,614)	$ -	$ 968,614
AIRPORT FUND (500)				
Total Revenues:	$ 17,092,692	$ 17,818,348	$ 15,488,000	$ (2,330,348)
Total Expenditures:	$ 21,787,319	$ 15,010,141	$ 10,645,530	$ (4,364,611)
Total Surplus/(Deficit)	$ (4,694,627)	$ 2,808,207	$ 4,842,470	$ 2,034,263
GARAGE FUND (750)				
Total Revenues:	$ 19,353,583	$ 20,836,178	$ 23,175,216	$ 2,339,038
Total Expenditures:	$ 14,411,768	$ 15,685,516	$ 19,580,176	$ 3,894,659
Total Surplus/(Deficit)	$ 4,941,815	$ 5,150,662	$ 3,595,040	$ (1,555,622)
TECHNOLOGY FUND (770)				
Total Revenues:	$ 1,185,603	$ 1,172,460	$ 2,167,134	$ 994,674
Total Expenditures:	$ 1,502,722	$ 2,417,134	$ 2,167,134	$ (250,000)
Total Surplus/(Deficit)	$ (317,119)	$ (1,244,674)	$ -	$ 1,244,674
RISK FUNDS (701-702)				
Total Revenues:	$ 16,530,372	$ 22,203,463	$ 17,614,360	$ (4,589,103)
Total Expenditures:	$ 12,617,425	$ 18,886,615	$ 17,614,360	$ (1,272,255)
Total Surplus/(Deficit)	$ 3,912,947	$ 3,316,848	$ -	$ (3,316,848)
HOTEL MOTEL FUND (090)				
Total Revenues:	$ 5,734,725	$ 4,050,000	$ 5,962,320	$ 1,912,320
Total Expenditures:	$ 6,849,108	$ 6,342,096	$ 6,112,320	$ (229,776)
Total Surplus/(Deficit)	$ (1,114,383)	$ (2,292,096)	$ (150,000)	$ 2,142,096
SPECIAL REVENUE FUNDS				
Total Revenues:	$ 5,656,576	$ 3,460,534	$ 10,021,709	$ 6,561,175
Total Expenditures:	$ 10,609,692	$ 11,173,416	$ 10,021,709	$ (1,151,707)
Total Surplus/(Deficit)	$ (4,953,116)	$ (7,712,882)	$ -	$ 7,712,882
DEBT SERVICE FUNDS				
Total Revenues:	$ 15,328,893	$ 17,976,337	$ 19,353,924	$ 1,377,587
Total Expenditures:	$ 13,848,244	$ 17,959,733	$ 19,353,924	$ 1,394,191
Total Surplus/(Deficit)	$ 1,480,649	$ 16,604	$ -	$ (16,604)

***NOTE: The Financial Policies updated for the FY 2022 proprosed budget discontinued the practice of budgeting capital contra accounts, which negate capital expenditures, and consequently, reduce the total budget by the capital expenses. The Garage, for example, had an actual budget for FY 2021 of $22.9 million, including capital expenditures.**

City Council Meeting

Item Number: 5

Meeting Date: September 14, 2021

To: City Council / City Manager

From: Jamie Radcliff, Budget Manager

Subject: RESOLUTION RATIFYING THE PROPERTY TAX REVENUE INCREASE REFLECTED IN THE FISCAL YEAR 2021-2022 BUDGET (DISTRICT: NONE) (FINANCE)

Purpose:

City Council must hold a separate vote acknowledging and authorizing the property tax revenue increase for the Fiscal Year 2021-2022 Budget.

Recommended City Council Action:

Approve

Fiscal Impact:

This budget will raise more total property taxes than last year's budget by $2,655,225 or 4.4%. Of that amount, $1,448,981 is tax revenue to be raised from new property added to the tax roll this year.

Discussion:

Section 102.007(c) of the Texas Local Government Code provides that the adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax revenue increase reflected in the budget. A vote under this subsection is in addition to and eparate from the vote to adopt the budget or a vote to set the tax rate required by Chapter 26, Tax Code, or other law.



City Manager's Office

RESOLUTION NO. _____

RESOLUTION RATIFYING THE PROPERTY TAX REVENUE INCREASE REFLECTED IN THE FISCAL YEAR 2021-2022 BUDGET

WHEREAS, Section 102.007(c) of the Texas Local Government Code provides that the adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax revenue increase reflected in the budget; and

WHEREAS, the adoption of the budget of the City of Midland for the fiscal year beginning October 1, 2021, and ending September 30, 2022 (the "2021-2022 Budget"), will require raising more revenue from property taxes than in the previous year;

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

THAT the property tax revenue increase reflected in the 2021-2022 Budget is hereby ratified.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Christy Weakland, Interim Director of Finance

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

City Council Meeting

Item Number: 6

Meeting Date: September 14, 2021

To: City Council / City Manager

From: Jamie Radcliff, Budget Manager

Subject: AN ORDINANCE FIXING THE TAX LEVY FOR THE CITY OF MIDLAND, TEXAS, FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2021, AND ENDING ON SEPTEMBER 30, 2022 (FINANCE)

Purpose:

The purpose of this item is to provide notification to the public and to allow a public forum for citizen input on the tax increase.

Recommended City Council Action:

Approve

Fiscal Impact:

The proposed Ad Valorem Tax Rate of 0.367189 per $100 valuation for the fiscal year 2021-2022 operating budget will generate approximately $63,192,505 in revenue for the General Fund.

Discussion:

The proposed rate of 0.367189 is composed of a maintenance and operations rate (0.310841 per $100 valuation) and a debt service levy (0.056348 per $100 valuation).

This budget will raise more total property taxes than last year's budget by $2,655,225 or 4.4%, and of that amount, $1,448,981 is tax revenue to be raised from new property added to the tax roll this year.

Attached are the Chief Appraiser's 2021 Certified Estimates of Taxable Value for the City of Midland, the "Notice of Public Hearing on Tax Increase," and the "Notice of Tax Rates."



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE FIXING THE TAX LEVY FOR THE CITY OF MIDLAND, TEXAS, FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2021, AND ENDING ON SEPTEMBER 30, 2022

WHEREAS, the Midland City Council voted to propose a tax rate of $0.367189 for each one hundred dollar valuation of taxable property for the fiscal year October 1, 2021, to September 30, 2022; and

WHEREAS, the Midland City Council finds and determines that the City of Midland has fully and timely complied with all notice, hearing and other legal requirements relative to the adoption of this ordinance; and

WHEREAS, THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE; AND

WHEREAS, THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.50 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000.00 HOME BY APPROXIMATELY $11.00.

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

SECTION ONE. That to pay interest and principal on outstanding bonds as they mature, a tax levy of $0.056348 on each $100.00 valuation of all taxable property in the City of Midland, Texas is hereby made and levied for the year 2021 to be credited to the Interest and Sinking Fund of the City.

SECTION TWO. That to raise funds to help defray current General expenses of the City, a levy of $0.310841 on each $100.00 valuation of all taxable property within the City is hereby made and levied for the year 2021. The collections from these levies are to be apportioned and deposited as follows:

Interest and Sinking Fund	$0.056348
General Fund	$0.310841
TOTAL TAX LEVY FOR ALL PURPOSES	$0.367189

SECTION THREE. That the apportionment of taxes collected for the 2011 through 2019 tax years shall be apportioned in the same ratio as the taxes for those same years collected prior to the delinquency date and that the apportionment of taxes collected for 2010 and prior years shall be apportioned in accordance with the schedule for 2010 taxes.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, with the motion being stated as "I move that the property tax rate be increased by the adoption of a tax rate of $0.367189, which is effectively a 2.07 percent increase in the tax rate", by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, with the motion being stated as "I move that the property tax rate be increased by the adoption of a tax rate of $0.367189, which is effectively a 2.07 percent increase in the tax rate", seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Christy Weakland, Interim Director of Finance

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

2021 CHIEF APPRAISER'S CERTIFIED ESTIMATE
CITY OF MIDLAND

GROSS VALUE	$18,677,118,711
LOSS DUE TO AGRICULTURAL USE	($49,429,470)
CONSTITUTIONAL EXEMPT PROPERTY	($689,112,138)
DISABLED VETERAN EXEMPTION	($5,783,500)
DISABLED VETERAN EXEMPTION FROZEN	$0
DISABLED VETERAN EXEMPTION (100%)	($47,524,636)
GENERAL HOMESTEAD EXEMPTION	$0
GENERAL HOMESTEAD EXEMPTION FROZEN	$0
HOMESTEAD EXEMPTION (LOCAL OPTION)	$0
HOMESTEAD EXEMPTION FROZEN (LOCAL OPTION)	$0
HOMESTEAD EXEMPTION (LOCAL PERCENT OPTION)	$0
HOMESTEAD EXEMPTION (LOCAL PERCENT OPTION) FROZEN	$0
OVER 65 EXEMPTION	$0
FROZEN OVER 65 EXEMPTION	$0
OVER 65 EXEMPTION (LOCAL OPTION)	($59,987,361)
OVER 65 EXEMPTION FROZEN (LOCAL OPTION)	$0
DISABLED EXEMPTION	$0
DISABLED EXEMPTION FROZEN	$0
DISABLED EXEMPTION (LOCAL OPTION)	$0
DISABLED EXEMPTION (LOCAL OPTION) FROZEN	$0
ABATEMENTS	$0
POLLUTION CONTROL	($23,950)
FREEPORT EXEMPTION	($2,965,315)
MINIMUM VALUE LOSS (MINERALS & PERSONAL PROPERTY	($383,910)
PARTIAL YEAR EXEMPTION/ LEASED VEHICLES & OTHER	($1,485,482)
10% CAP LOSS	($226,056,219)
TOTAL TAXABLE VALUE FOR 2021	$17,594,366,730
LESS VALUE STILL UNDER PROTEST	$2,109,978,957
ESTIMATED VALUE THAT WILL BE CERTIFIED BY ARB	($1,708,130,733)
CERTIFIED ESTIMATE TAXABLE VALUE FOR 2021	$17,192,518,506

I, Jerry M. Bundick, Chief Appraiser for the Midland Central Appraisal District, do solemnly swear or affirm that I have made, or caused to be made, a diligent effort to ascertain all property in the City of Midland subject to appraisal by me and that I have included in the certified estimate, the market and taxable values of property that I am aware of at an appraised value determined as required by law.



Jerry M. Bundick
Sworn to and subscribed before me the 24th day of July, 2021

CHIEF APPRAISER'S CERTIFIED ESTIMATE
CITY OF MIDLAND

	REAL ESTATE	P P	P&A MIN	P&A PP	TOTALS
GROSS VALUE	$16,062,910,951	$1,144,656,540	$1,055,683,110	$413,868,110	$18,677,118,711
LOSS DUE TO AGRICULTURAL USE	($49,429,470)	$0	$0	$0	($49,429,470)
CONSTITUTIONAL EXEMPT PROPERTY	($681,595,988)	($3,675,030)	($3,841,120)	$0	($689,112,138)
DISABLED VETERAN EXEMPTION	($5,771,500)	($12,000)	$0	$0	($5,783,500)
DISABLED VETERAN EXEMPTION FROZEN	$0	$0	$0	$0	$0
DISABLED VETERAN EXEMPTION (100%)	($47,495,996)	($28,640)	$0	$0	($47,524,636)
GENERAL HOMESTEAD EXEMPTION	$0	$0	$0	$0	$0
GENERAL HOMESTEAD EXEMPTION FROZEN	$0	$0	$0	$0	$0
HOMESTEAD EXEMPTION (LOCAL OPTION)	$0	$0	$0	$0	$0
HOMESTEAD EXEMPTION FROZEN (LOCAL OPTION)	$0	$0	$0	$0	$0
HOMESTEAD EXEMPTION (LOCAL PERCENT OPTION)	$0	$0	$0	$0	$0
HOMESTEAD EXEMPTION (LOCAL PERCENT OPTION) FROZEN	$0	$0	$0	$0	$0
OVER 65 EXEMPTION	$0	$0	$0	$0	$0
FROZEN OVER 65 EXEMPTION	$0	$0	$0	$0	$0
OVER 65 EXEMPTION (LOCAL OPTION)	($59,796,694)	($190,667)	$0	$0	($59,987,361)
OVER 65 EXEMPTION FROZEN (LOCAL OPTION)	$0	$0	$0	$0	$0
DISABLED EXEMPTION	$0	$0	$0	$0	$0
DISABLED EXEMPTION FROZEN	$0	$0	$0	$0	$0
DISABLED EXEMPTION (LOCAL OPTION)	$0	$0	$0	$0	$0
DISABLED EXEMPTION (LOCAL OPTION) FROZEN	$0	$0	$0	$0	$0
ABATEMENTS	$0	$0	$0	$0	$0
POLLUTION CONTROL	$0	$0	$0	($23,950)	($23,950)
FREEPORT EXEMPTION	$0	($241,635)	$0	($2,723,680)	($2,965,315)
MINIMUM VALUE LOSS (MINERALS & PERSONAL PROPERTY	$0	($32,700)	($351,210)	$0	($383,910)
PARTIAL YEAR EXEMPTION/ LEASED VEHICLES & OTHER	($1,324,902)	($160,580)	$0	$0	($1,485,482)
10% CAP LOSS	($226,056,219)	$0	$0	$0	($226,056,219)
TOTAL TAXABLE VALUE FOR 2021	$14,991,440,182	$1,140,315,288	$1,051,490,780	$411,120,480	$17,594,366,730
LESS VALUE STILL UNDER PROTEST	$2,076,290,957	$33,688,000	$0	$0	$2,109,978,957
ESTIMATED VALUE THAT WILL BE CERTIFIED BY ARB	($1,677,643,093)	($30,487,640)	$0	$0	($1,708,130,733)
CERTIFIED ESTIMATE TAXABLE VALUE FOR 2021	$14,592,792,318	$1,137,114,928	$1,051,490,780	$411,120,480	$17,192,518,506

I, Jerry M. Bundick, Chief Appraiser for the Midland Central Appraisal District, do solemnly swear or affirm that I have made, or caused to be made, a diligent effort to ascertain all property in the City of Midland subject to appraisal by me and that I have included in the certified estimate, the market and taxable values of property that I am aware of at an appraised value determined as required by law.

Jerry M. Bundick

Jerry M. Bundick
Sworn to and subscribed before me the 24th day of July, 2021

September 14, 2021 6.7 PACKET

Notice About 2021 Tax Rates

Property Tax Rates in **CITY OF MIDLAND**

This notice concerns the 2021 property tax rates for CITY OF MIDLAND

This notice provide information about two tax rates used in adopting the current tax year's tax rate. The no-new-revenue tax rate would Impose the same amount of taxes as last year if you compare properties taxed in both years. In most cases, the voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. In each case, these rates are calculated by dividing the total amount of taxes by the current taxable value with adjustments as required by state law. The rates are given per $100 of property value.

This year's no-new-revenue tax rate..... **$** 0.359758 / $100

This year's voter-approval tax rate ..... **$** 0.367190 / $100

To see the full calculations, please visit midlandcounty.truthintax.com for a copy of the Tax Rate Calculation Worksheet

Unencumbered Fund Balances

The following estimated balances will be left in the taxing unit's accounts at the end of the fiscal year. These balances are not encumbered by corresponding debt obligations.

Type of Fund	Balance
Debt Service Fund	$300,000

Current Year Debt Service

The following acounts are for long-term debts that are secured by property taxes. These amounts will be paid from upcoming property tax revenues (or additional sales tax revenues, if applicable).

Description of Debt	Principal or Contract Payment to be Paid From Property Taxes	Interest to be Paid From Property Taxes	Other Amounts to be Paid	Total Payments
2018 B GO FUND	$115,375	$365,000	$0	$480,375
2018 A GO	$958,337	$570,000	$0	$1,528,337
2019 GO REF	$186,750	$470,000	$0	$656,750
2019 GO	$938,950	$590,000	$0	$1,528,950
2019 CO	$326,450	$250,000	$0	$576,450
2020 CO	$308,675	$235,000	$0	$543,675
2020 GO	$873,200	$530,000	$0	$1,403,200
2020 GO REF OF 2014 BOND	$236,854	$358,448	$0	$595,302
2021 GO REF OF 2012 BOND	$318,450	$550,000	$0	$868,450
2021 CO BOND	$600,000	$915,901	$0	$1,515,901

(expand as needed)

Total required for 2021 debt service.....	$9,697,390
- Amount *(if any)* paid from funds listed in unencumbered funds.....	$0
- Amount *(if any)* paid from other resources.....	$0
- Excess collections last year.....	$0
= Total to be paid from taxes in 2021	$9,697,390
+ Amount added in anticipation that the taxing unit will collect only 100 % of its taxes in 2021	0
= Total Debt Levy	$9,697,390

This notice contains a summary of the no-new-revenue and voter-approval calculation as certified by Jamie Radcliff, Budget Manager, August 2, 2021.
(designated individual's name and position) (date)

Form developed by: Texas Comptroller of Public Accounts, Property Tax Assistance Division
comptroller.texas.gov/taxes/property-tax
50-212 • 08-20/18

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of 0.367189 per $100 valuation has been proposed by the governing body of City of Midland.

PROPOSED TAX RATE	$0.367189 per $100
NO-NEW REVENUE TAX RATE	$0.359758 per $100
VOTER-APPROVAL TAX RATE	$0.367190 per $100
DE MINIMIS RATE	$0.359583 per $100

The no-new-revenue tax rate is the tax rate for the 2021 tax year that will raise the same amount of property tax revenue for City of Midland from the same properties in both the 2020 tax year and the 2021 tax year.

The voter-approval tax rate is the highest tax rate that City of Midland may adopt without holding an election to seek voter approval of the rate, unless the de minimis rate for City of Midland exceeds the voter-approval tax rate for City of Midland.

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate for City of Midland, the rate that will raise $500,000, and the current debt rate for City of Midland.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that City of Midland is proposing to increase property taxes for the 2021 tax year.

A public hearing on the proposed tax rate will be held on August 24, 2021 at 10:00 AM at Midland City Council Chambers.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, City of Midland is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the City Council of the City of Midland at their offices or by attending the public meeting mentioned above.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS FOLLOWS:

property tax amount=(tax rate) X (taxable value of your property)/100

The members of the governing body voted on the proposed tax increase as follows:

FOR: Payton, Robnett, Dufford, Norman, Ladd, Blong

AGAINST: Trost

PRESENT and not voting: None

ABSENT: None

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by City of Midland last year to the taxes proposed to be imposed on the average residence homestead by City of Midland this year:

	2020	2021	Change
Total Tax Rate (per $100 of value)	$0.358928	$0.367189	*increase of* $0.008261 or 2.30%
Average homestead taxable value	$272,361	$288,698	*increase of* 5.99%
Tax on average homestead	$978	$1,060	*increase of* $82 OR 8.43%
Total tax levy on all properties	$60,537,279	$63,192,504	*increase of* $2,655,225 OR 4.39%

For assistance with tax calculations, please contact the tax assessor for City of Midland at 432-685-7214 or jradcliff@midlandtexas.gov, or visit www.midlandtexas.gov for more information.

City Council Meeting

Item Number:

Meeting Date: **September 14, 2021**

To: **City Council / City Manager**

From: **Jose Ortiz, Director of Engineering Services**

Subject: **Resolution authorizing the City Manager to acquire, on behalf of the City of Midland, any real property interests necessary or appropriate, by any instruments of conveyance necessary or appropriate, for the use and benefit of the public for street, road, pedestrian access, drainage, and public utility purposes, and for any other ancillary public use as is usual and customary in connection therewith in the portion of the city that is north of Business Interstate 20, east of Fairgrounds Road, south of the northern boundary of Midland County, and west of Elkins Road; authorizing the City Manager to obtain appraisals, negotiate, execute, and file all documents necessary to acquire said real property interests, purchase title insurance policies, and hold the closings for said acquisitions; authorizing payment for said appraisals, title insurance policies, and closing costs; and ordering the City Secretary to record, or ensure that the title company records, all instruments of conveyance. (DISTRICT 1 AND DISTRICT 2) (ENGINEERING SERVICES)**

Purpose:

Resolution authorizing the City Manager to acquire, on behalf of the City of Midland, any real property interests necessary or appropriate, by any instruments of conveyance necessary or appropriate, for the use and benefit of the public for street, road, pedestrian access, drainage, and public utility purposes, and for any other ancillary public use as is usual and customary in connection therewith in the portion of the city that is north of Business Interstate 20, east of Fairgrounds Road, south of the northern boundary of Midland County, and west of Elkins Road; authorizing the City Manager to obtain appraisals, negotiate, execute, and file all documents necessary to acquire said real property interests, purchase title insurance policies, and hold the closings for said acquisitions; authorizing payment for said appraisals, title insurance policies, and closing costs; and ordering the City Secretary to record, or ensure that the title company records, all instruments of conveyance.

Recommended City Council Action:

Approval

Fiscal Impact:

The final cost to the City for right-of-way acquisition shall be an amount agreed upon by the City Manager and the property owners.

Funds are available from Engineering Services Operating Budget for costs associated with appraisals and surveys.

Discussion:

The City of Midland's Master Thoroughfare Plan identifies **Todd Drive** as a north-south Arterial road on the east side of Midland. The existing Todd Drive is a two-lane road south of Loop 250 within ROW that varies by averages out as 60 feet. No portion of Todd Drive exists north of Loop 250.

Planned development along this road necessitates the construction of the road to city standards. A preliminary schematic of the proposed alignments has been completed. This agenda item requests authority to negotiate and purchase the ROW for the full 120 feet required for an Arterial.

Staff supports accepting this resolution. Attached is a location map showing the proposed alignment for Todd Drive and the area described for acquisition authority.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY MANAGER TO ACQUIRE, ON BEHALF OF THE CITY OF MIDLAND, ANY REAL PROPERTY INTERESTS NECESSARY OR APPROPRIATE, BY ANY INSTRUMENTS OF CONVEYANCE NECESSARY OR APPROPRIATE, FOR THE USE AND BENEFIT OF THE PUBLIC FOR STREET, ROAD, PEDESTRIAN ACCESS, DRAINAGE, AND PUBLIC UTILITY PURPOSES, AND FOR ANY OTHER ANCILLARY PUBLIC USE AS IS USUAL AND CUSTOMARY IN CONNECTION THEREWITH IN THE PORTION OF THE CITY THAT IS NORTH OF BUSINESS INTERSTATE 20, EAST OF FAIRGROUNDS ROAD, SOUTH OF THE NORTHERN BOUNDARY OF MIDLAND COUNTY, AND WEST OF ELKINS ROAD; AUTHORIZING THE CITY MANAGER TO OBTAIN APPRAISALS, NEGOTIATE, EXECUTE, AND FILE ALL DOCUMENTS NECESSARY TO ACQUIRE SAID REAL PROPERTY INTERESTS, PURCHASE TITLE INSURANCE POLICIES, AND HOLD THE CLOSINGS FOR SAID ACQUISITIONS; AUTHORIZING PAYMENT FOR SAID APPRAISALS, TITLE INSURANCE POLICIES, AND CLOSING COSTS; AND ORDERING THE CITY SECRETARY TO RECORD, OR ENSURE THAT THE TITLE COMPANY RECORDS, ALL INSTRUMENTS OF CONVEYANCE

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager to acquire, on behalf of the City of Midland, any real property interests necessary or appropriate, by any instruments of conveyance necessary or appropriate, for the use and benefit of the public for street, road, pedestrian access, drainage, and public utility purposes, and for any other ancillary public use as is usual and customary in connection therewith in the portion of the city that is north of Business Interstate 20, east of Fairgrounds Road, south of the northern boundary of Midland County, and west of Elkins Road; and

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager to obtain appraisals, negotiate, execute, and file all documents necessary to acquire said real property interests, purchase title insurance policies, and hold the closings for said acquisitions;

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

SECTION ONE. That the City Manager is hereby authorized and directed to acquire, on behalf of the City of Midland, any real property interests necessary or appropriate, by any instruments of conveyance necessary or appropriate, for the use and benefit of the public for street, road, pedestrian access, drainage, and public utility purposes, and for any other ancillary public use as is usual and customary in connection therewith in the portion of the city that is north of Business Interstate 20, east of Fairgrounds Road, south of the northern boundary of Midland County, and west of Elkins Road, said portion being shown in Exhibit "A", which is attached hereto and incorporated herein. The "Proposed Alignment" shown in Exhibit "A" is for illustrative purposes only.

SECTION TWO. That the City Manager is hereby authorized and directed to obtain appraisals, negotiate, execute, and file all documents necessary to acquire the real property interests, purchase title insurance policies, and hold the closings for said acquisitions at a title company selected by the City Manager.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay for said appraisals, title insurance policies, and closing costs out of funds available in the Engineering Services Operating Budget upon receipt of proper invoice or statement therefor approved by the City Manager.

SECTION FOUR. That the City Secretary is hereby authorized and directed to file, or ensure that the title company files, all instruments of conveyance acquired in accordance with this resolution in the Deed Records of Midland County, Texas. Copies of said instruments of conveyance shall be maintained on file in the City Secretary's Office.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

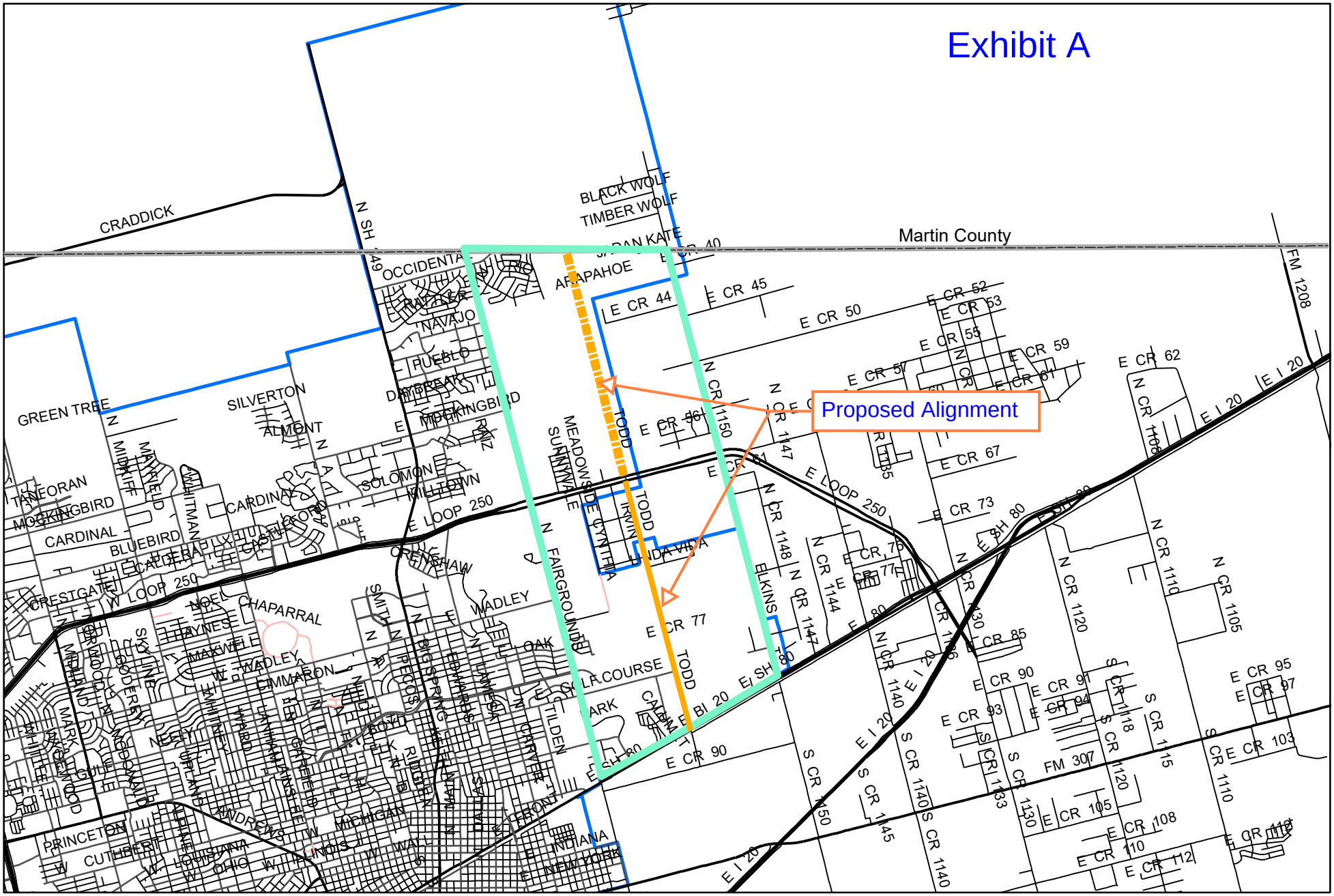
_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

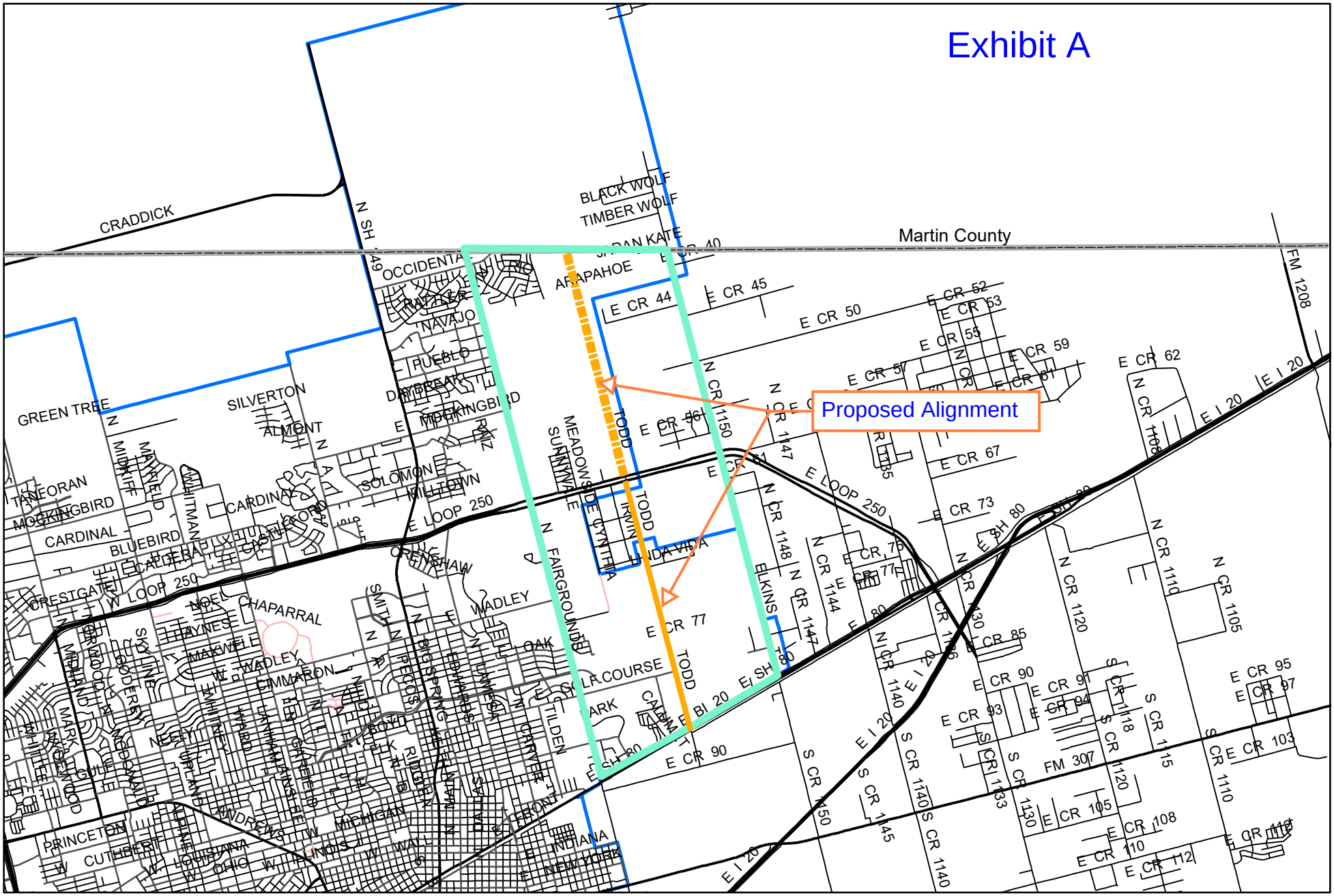
_____
John Ohnemiller, City Attorney



Location Map - Todd Drive ROW

N
W E
S

0 0.5 1 2 Miles



Location Map - Todd Drive ROW

N
W E
S

0 0.5 1 2 Miles

MIDLAND CITY COUNCIL
BRIEFING SESSION
MINUTES
August 24, 2021

The City Council convened in briefing session in the Council Chamber, City Hall, Midland, Texas, at 9:30 AM, August 24, 2021.

Council Members present:	Patrick Payton, Spencer Robnett, Michael Trost, Scott Dufford, John Norman, Jack Ladd, Lori Blong
Council Members absent:	None
Staff members present:	City Manager Robert Patrick, City Attorney John Ohnemiller, Deputy City Manager Morris Williams Jr, Assistant City Manager Tina Jauz

The meeting was called to order at 9:30 a.m.

The following matter(s), and any matter listed on the agenda for this meeting, may be discussed by the City Council:

1. Receive an update from representatives of the Midland Downtown Park Conservancy.

   Stephanie Martin, Executive Director of the Midland Downtown Park Conservancy, reported they have been in operation for nine months and have a better understanding of the needs to operate the park at the highest level. She reviewed the programming and free events that were available to the public in June and July and reviewed the rentals and special use permits. They have completed the donor wall and all parkway signage is in place. Landscape replacements for items killed during the freeze are ongoing.

2. Receive an update from Engineering Services on future roadway projects.

   Engineering Services Director Jose Ortiz reviewed future major roadway projects and road bond projects completed, noting they were on schedule. He reviewed future projects that have been funded for the next 3 years and unfunded projects that need to be addressed. He stated that ARPA funds could be used to pave those projects that have not yet been funded noting that completing those unfunded projects would encourage future development in the area.

All the business at hand having been completed, the meeting adjourned at 9:57 a.m.

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PASSED AND APPROVED September 14, 2021.

Patrick Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

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MIDLAND CITY COUNCIL
MINUTES
August 24, 2021

DRAFT

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., August 24, 2021.

Council Members present:	Patrick Payton, Spencer Robnett, Michael Trost, Scott Dufford, John Norman, Jack Ladd, Lori Blong
Council Members absent:	None
Staff members present:	City Manager Robert Patrick, City Attorney John Ohnemiller, Deputy City Manager Morris Williams Jr, Assistant City Manager Tina Jauz

The meeting was called to order at 10:04 a.m.

OPENING ITEMS

1. Invocation – Father Timothy Hayter, St. Ann's Catholic Church

2. Pledge of Allegiance

PRESENTATIONS

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

   3a. Presentation of Proclamation for Daniel Kirwan Day

CONSENT AGENDA

Lori Blong moved to approve the Consent Agenda Items 4-26, excluding item(s) 5, 6, 8, 11, 12, 13, 14, 15; seconded by Michael Trost.

The motion passed by the following vote:
AYE: Payton, Robnett, Trost, Dufford, Norman, Ladd, Blong
NAY: None
ABSTAIN: None
ABSENT: None

4. MOTION APPROVING THE FOLLOWING MINUTES:

4a. REGULAR MEETING OF AUGUST 10, 2021

7. 103-2021 – MOTION ALLOCATING CARES GRANT PROJECT FUNDS IN THE SUM OF $1,900,000.00 TO PROVIDE A 3% ONE-TIME MERIT PAYMENT TO CRITICAL SERVICE PERSONNEL WHO PROVIDED SERVICES DURING THE COVID PANDEMIC. (DISTRICT: ALL) (ADMINISTRATIVE SERVICES)

9. 105-2021 – MOTION RATIFYING THE MAYOR'S AND CITY ATTORNEY'S EXECUTION OF THE FEDERAL AVIATION ADMINISTRATION'S CORONA VIRUS AID, RELIEF AND ECONOMIC SECURITY ACT DEVELOPMENT ADDENDUM FOR TERMINAL BUILDING GRANT FOR THE AIRPORT MULTIFACILITY PROJECT AT MIDLAND INTERNATIONAL AIR & SPACE PORT (DISTRICT 4) (AIRPORTS)

10. 106-2021 – MOTION AUTHORIZING THE EXECUTION OF AN ENGAGEMENT AGREEMENT WITH THE LAW FIRM OF BICKERSTAFF HEATH DELGADO ACOSTA LLP FOR LEGAL SERVICES RELATED TO THE REDISTRICTING OF COUNCIL MEMBER DISTRICTS BASED ON A REVIEW OF THE 2020 CENSUS DATA (CITY ATTORNEY)

16. 112-2021 – MOTION AUTHORIZING THE EXECUTION OF A FISCAL SPONSORSHIP AGREEMENT WITH THE PERMIAN BASIN AREA FOUNDATION TO PROVIDE FOR CERTAIN FACILITY IMPROVEMENTS AND ENHANCEMENTS LOCATED AT HOGAN PARK (DISTRICT 2) (CITY MANAGER)

17. 2021-102 – RESOLUTION APPROVING THE ISSUANCE OF A PERMIT TO PERMIAN DEEP ROCK OIL CO., LLC ("OPERATOR") TO DRILL AN OIL AND GAS WELL WITHIN THE CITY LIMITS LOCATED IN SECTION 3, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED 2,373 FEET EAST OF SOUTH GARFIELD STREET AND 320 FEET NORTH OF WEST COUNTY ROAD 111); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT (DISTRICT 2) (DEVELOPMENT SERVICES)

18. 2021-103 – RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO ENDEAVOR ENERGY RESOURCES, L.P. ("OPERATOR") TO DRILL THREE OIL AND GAS WELLS LOCATED IN SECTION 4, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 580 FEET NORTH OF THE WEST INTERSTATE 20 SERVICE ROAD AND BETWEEN 1,157 FEET AND 1,207 FEET EAST OF SOUTH MIDKIFF ROAD); AND PROVIDING THAT SAID PERMITS DO NOT REQUIRE A NEW ROAD REPAIR AGREEMENT BUT SHALL BE CONSOLIDATED UNDER AN EXISTING ROAD REPAIR AGREEMENT (DISTRICT 2) (DEVELOPMENT SERVICES)

19. 113-2021 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (21-329-031) WITH CENTURION PIPELINE L.P., REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 9, BLOCK 39, TOWNSHIP 2 SOUTH, T&P RR CO. SURVEY,

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MIDLAND COUNTY, TEXAS (DISTRICT 2) (UTILITIES)

20. 114-2021 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (21-329-029) WITH CENTURION PIPELINE L.P., REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 9 & 10, BLOCK 39, TOWNSHIP 2 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT 2) (UTILITIES)

21. 115-2021 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (21-329-030) WITH CENTURION PIPELINE L.P., REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 9, BLOCK 39, TOWNSHIP 2 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT 2) (UTILITIES)

22. 116-2021 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (21-329-032) WITH CENTURION PIPELINE L.P., REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 9, BLOCK 39, TOWNSHIP 2 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT 2) (UTILITIES)

23. 117-2021 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (21-329-033) WITH CENTURION PIPELINE L.P., REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 9, BLOCK 39, TOWNSHIP 2 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT 2) (UTILITIES)

24. 118-2021 – MOTION AUTHORIZING AND EXECUTING A RIGHT-OF-WAY LICENSE (21-217-035) BETWEEN THE CITY OF MIDLAND AND OXY USA INC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 36, BLOCK 39, TOWNSHIP 1 NORTH, T&P RR CO. SURVEY, MARTIN COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

25. 119-2021 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (21-329-034) WITH CENTURION PIPELINE L.P., REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 4 AND 9, BLOCK 39, TOWNSHIP 2 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT 2) (UTILITIES)

26. 120-2021 – MOTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT WITH AMERICAN TOWERS LLC, A DELAWARE LIMITED LIABILITY COMPANY REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 5, BLOCK X, H.P. HILLIARD SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT 1) (UTILITIES)

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

5. 2021-100 – RESOLUTION ACCEPTING A GRANT IN THE AMOUNT OF $24,988,224.00 FROM THE U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE FISCAL RECOVERY FUND ESTABLISHED UNDER THE AMERICAN RESCUE PLAN ACT OF 2021; AUTHORIZING THE EXECUTION OF ACCEPTANCE DOCUMENTS; AND APPROPRIATING THE FUNDS (DISTRICT: NONE) (FINANCE)

Council Member Ladd noted that broadband is one of the things this money can be used for and asked if there was a plan to use it for that purpose. City Manager Robert Patrick

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reported we could realign it for that purpose, if Council chooses.

Regan Hignojos, 516 N Loop 250, noted that today was deemed Daniel Kirwan Day which is appropriate because he would like to see the ARPA funds used to help underserved clients, those with special needs. With another wave of COVID infections it will impact them as well as non-profits as they cannot gather to raise funds as they have in the past. Texas ranks last in serving special-needs citizens. He asked that some of the ARPA funds be set aside for that purpose.

Jack Ladd moved to approve Resolution No. 2021-100; seconded by Spencer Robnett.

The motion passed by the following vote:
AYE: Payton, Robnett, Trost, Dufford, Norman, Ladd, Blong
NAY: None
ABSTAIN: None
ABSENT: None

6. 2021-101 – RESOLUTION APPROVING A GRANT OF FUNDS TO THE MIDLAND COUNTY HOSPITAL DISTRICT ("MIDLAND HEALTH") IN THE AMOUNT OF $2,388,000.00 FOR THE PURPOSE OF FUNDING PROJECTS RELATED TO MIDLAND HEALTH'S RESPONSE TO THE COVID-19 PANDEMIC; AUTHORIZING THE MAYOR AND THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY AND APPROPRIATE TO EFFECTUATE THE ADMINISTRATION OF SAID FUNDS; AND AUTHORIZING PAYMENT OF SAID FUNDS (DISTRICT: NONE) (FINANCE)

Council Member Blong noted that there have been conversations with County Commissioners and she thinks they can cover half of this and the City can cover the other half.

Russell Myers, Midland Memorial Hospital, discussed how the funds would be used including premium pay for essential workers, a 3% bonus for the workforce below the level of department directors, an hourly differential and shift bonus for those who work in COVID units and finally for the incremental cost of contract staff. They currently have 150 COVID patients in the hospital which is one short of their highest number since the beginning of the pandemic. He answered questions about how previous money was spent and about the booster shot.

Lori Blong moved to approve Resolution No. 2021-101 with the amendment to change the amount to $2,388,000.00; seconded by Spencer Robnett.

The motion passed by the following vote:
AYE: Payton, Robnett, Trost, Dufford, Norman, Ladd, Blong
NAY: None
ABSTAIN: None
ABSENT: None

8. 104-2021 – MOTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH COMMEMORATIVE AIR FORCE, INC., PROVIDING FOR THE 2021 AIRSHO AT MIDLAND INTERNATIONAL AIR & SPACE PORT (DISTRICT 4) (AIRPORTS)

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Council Member Trost asked if this event was moving forward. Airports Director Justine Ruff reported this is an outdoor event and she believed it to be moving forward.

Michael Trost moved to approve Motion No. 104-2021; seconded by Spencer Robnett.

The motion passed by the following vote:
AYE: Payton, Robnett, Trost, Dufford, Norman, Ladd, Blong
NAY: None
ABSTAIN: None
ABSENT: None

11. 107-2021 – MOTION APPROVING A CONSULTING SERVICES AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND KIMLEY-HORN AND ASSOCIATES, INC., FOR AIRSPACE MODELING SERVICES RELATED TO THE INTEGRATION OF A ROUNDTRIP, POINT-TO-POINT FLIGHT OF A REUSABLE LAUNCH VEHICLE BETWEEN MIDLAND INTERNATIONAL AIR & SPACE PORT AND SPACEPORT AMERICA (DISTRICT: NONE) (CITY MANAGER)

Council Member Trost asked what this means going forward. Sara Harris, MDC Executive Director, reported this will provide a feasibility study for point to point travel in the high speed space corridor between Midland International Air and Space Port and Spaceport America in Las Cruces, New Mexico.

Michael Trost moved to approve Motion No. 107-2021; seconded by Lori Blong.

The motion passed by the following vote:
AYE: Payton, Robnett, Trost, Dufford, Norman, Ladd, Blong
NAY: None
ABSTAIN: None
ABSENT: None

12. 108-2021 – MOTION APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND MOTRAN ALLIANCE, INC. (DISTRICT: NONE) (CITY MANAGER)

Council Member Blong reported she would abstain on this item.

Spencer Robnett moved to approve Motion No. 108-2021; seconded by Michael Trost.

The motion passed by the following vote:
AYE: Payton, Robnett, Trost, Dufford, Norman
NAY: None
ABSTAIN: Ladd, Blong
ABSENT: None

13. 109-2021 – MOTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND THE UNIVERSITY OF TEXAS PERMIAN BASIN TO ADVERTISE AND PUBLICIZE THE CITY OF MIDLAND FOR THE PURPOSE OF DEVELOPING NEW AND EXPANDED BUSINESS ENTERPRISES

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(DISTRICT: NONE) (CITY MANAGER)

Council Member Robnett reported this program is being brought back and asked where the $500,000.00 is coming from. Sara Harris, MDC Executive Director, reported this funding was roughly commensurate with the previous years. The purpose is to encourage entrepreneurs and show that Midland is a friendly place and open for business. This is paid for out of their promotional budget. She added that the business must be inside the City limits of Midland.

Lori Blong moved to approve Motion No. 109-2021; seconded by Michael Trost.

The motion passed by the following vote:
AYE: Payton, Trost, Dufford, Norman, Ladd, Blong
NAY: Robnett
ABSTAIN: None
ABSENT: None

14. 110-2021 – MOTION APPROVING A PROMOTIONAL AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND HIGHER ORBITS, INC. TO ADVERTISE AND PUBLICIZE THE CITY OF MIDLAND FOR THE PURPOSE OF DEVELOPING NEW AND EXPANDED BUSINESS ENTERPRISES (DISTRICT: NONE) (CITY MANAGER)

Council Member Trost reported he had no more questions on this item.

Michael Trost moved to approve Motion No. 110-2021; seconded by Jack Ladd.

The motion passed by the following vote:
AYE: Payton, Robnett, Trost, Dufford, Norman, Ladd, Blong
NAY: None
ABSTAIN: None
ABSENT: None

15. 111-2021 – MOTION APPROVING A SECOND AMENDMENT TO THAT CERTAIN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND SUSIE'S SOUTH FORTY CONFECTIONS, INC. (DISTRICT 2) (CITY MANAGER)

Council Member Norman asked for more information. Sara Harris, MDC Executive Director, reported this is a second amendment to the initial economic development agreement reducing their annual payroll requirements. She provided a brief history of the changes made.

Michael Trost moved to approve Motion No. 111-2021; seconded by Jack Ladd.

The motion passed by the following vote:
AYE: Payton, Robnett, Trost, Dufford, Norman, Ladd, Blong
NAY: None
ABSTAIN: None

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ABSENT: None

SECOND READINGS

27. 10219 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 9.70-ACRE TRACT OF LAND OUT OF SECTION 7, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO TH, TOWNHOUSE (ATTACHED) DWELLING DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF OCCIDENTAL PARKWAY AND FAIRGROUNDS ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES) (FIRST READING HELD AUGUST 10, 2021)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10219.

Spencer Robnett moved to approve the second and final reading of Ordinance No. 10219; seconded by Jack Ladd.

The motion passed by the following vote:
AYE: Payton, Robnett, Trost, Dufford, Norman, Ladd, Blong
NAY: None
ABSTAIN: None
ABSENT: None

28. 10220 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 15, TRACT B, GARDEN HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST LOUISIANA AVENUE, APPROXIMATELY 315 FEET EAST OF NORTH CRESTVIEW ROAD), BY PERMITTING (1) AN INCREASED MAXIMUM NUMBER OF ACCESSORY BUILDINGS, (2) AN INCREASED MAXIMUM SQUARE FOOTAGE OF ALL ACCESSORY BUILDINGS, (3) A REDUCED MINIMUM SIDE YARD SETBACK, AND (4) A REDUCED MINIMUM REAR YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES) (FIRST READING HELD AUGUST 10, 2021)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10220.

Charles Francis, 3110 W. Louisiana, reported he was asked to get consent authorization from his offset neighbor which he has turned in, confirming it was from the neighbor immediately adjacent to the new shed. He also clarified that he has never had a business fixing tractors in the past and he has no plan to operate a business fixing tractors in the future.

Spencer Robnett moved to approve the second and final reading of Ordinance No. 10220;

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seconded by Lori Blong.

The motion passed by the following vote:
AYE: Payton, Robnett, Trost, Dufford, Norman, Ladd, Blong
NAY: None
ABSTAIN: None
ABSENT: None

29. 10221 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 5,790-SQUARE FOOT PORTION OF A 0.4-ACRE TRACT OF LAND OUT OF THE SOUTHWEST QUARTER OF SECTION 33, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST WALL STREET AND BANKHEAD HIGHWAY), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A VENDOR MARKET FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (FIRST READING HELD AUGUST 10, 2021)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10221.

Discussion ensued regarding if Council wanted to continue handling specific use designations or revert back to TABC requirements. City Attorney John Ohnemiller reported that it would require a change to the zoning code and that neighbors should be entitled to notice of changes and a hearing.

Spencer Robnett moved to approve the second and final reading of Ordinance No. 10221; seconded by Michael Trost.

The motion passed by the following vote:
AYE: Payton, Robnett, Trost, Dufford, Norman, Ladd, Blong
NAY: None
ABSTAIN: None
ABSENT: None

30. 10222 – AN ORDINANCE AMENDING TITLE X, “TRAFFIC REGULATIONS”, CHAPTER FOUR, “TRAFFIC CONTROL DEVICES”, SECTION 11, “SCHOOL ZONES”, OF THE MIDLAND CITY CODE, SO AS TO DESIGNATE EACH SCHOOL ZONE WITHIN THE CITY AND REGULATE THE SPEED AND MOVEMENT OF TRAFFIC THEREIN; AUTHORIZING AND DIRECTING THE TRAFFIC ENGINEER TO INSTALL APPROPRIATE SIGNS AND MARKINGS; REPEALING ORDINANCE NO. 10114; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS ($200.00); AND ORDERING PUBLICATION (DISTRICT: ALL) (ENGINEERING

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SERVICES) (FIRST READING HELD AUGUST 10, 2021)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10222.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10222 with the following two amendments: Change Section 10-4-11(BC), Sam Houston Elementary School, to end the afternoon school zone time at 4:00 p.m.; and change Section 10-4-11 (BD), Sam Houston Elementary School, to end the afternoon school zone time at 5:30 p.m.; seconded by Spencer Robnett.

The motion passed by the following vote:
AYE: Payton, Robnett, Trost, Dufford, Norman, Ladd, Blong
NAY: None
ABSTAIN: None
ABSENT: None

31. 10223 – AN ORDINANCE ALTERING PRIMA FACIE SPEED LIMITS ALONG CERTAIN STREETS IN THE CITY; AUTHORIZING INSTALLATION OF APPROPRIATE SIGNS AND MARKINGS; REPEALING ORDINANCE NO. 9945; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS ($200.00); AND ORDERING PUBLICATION (DISTRICT: ALL) (ENGINEERING SERVICES) (FIRST READING HELD AUGUST 10, 2021)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10223.

Lori Blong moved to approve the second and final reading of Ordinance No. 10223; seconded by Spencer Robnett.

The motion passed by the following vote:
AYE: Payton, Robnett, Trost, Dufford, Norman, Ladd, Blong
NAY: None
ABSTAIN: None
ABSENT: None

32. 10224 – AN ORDINANCE AMENDING TITLE VI, “POLICE REGULATIONS”, CHAPTER 10, “DANGEROUS DOGS”, OF THE CITY CODE OF MIDLAND, TEXAS; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF FIVE HUNDRED DOLLARS ($500.00); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND ORDERING PUBLICATION (LEGAL) (FIRST READING HELD AUGUST 10, 2021)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10224.

Spencer Robnett moved to approve the second and final reading of Ordinance No. 10224; seconded by Lori Blong.

The motion passed by the following vote:
AYE: Payton, Robnett, Trost, Dufford, Norman, Ladd, Blong

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NAY: None
ABSTAIN: None
ABSENT: None

PUBLIC HEARINGS

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

33. 10204 – AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATIONS OF THE AREA INDICATED AS BEING A 131.190-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN LR, LOCAL RETAIL DISTRICT, IN PART, AND AN SF-3, SINGLE-FAMILY DWELLING DISTRICT, IN PART; SAID TRACT BEING GENERALLY LOCATED ON THE WEST SIDE OF STATE HIGHWAY 158, APPROXIMATELY 1,001 FEET NORTH OF STATE HIGHWAY 191; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT: NONE) (DEVELOPMENT SERVICES) (DEFERRED FROM JULY 13, 2021)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10204.

Development Services Director Chuck Harrington gave a brief overview of the item noting not all of the lots are SF-3 in terms of size. Some have larger lots and they are disbursed throughout the development. Staff recommends approval of the request. Two letters of objection were received and are in the packet.

Mayor Payton opened the public hearing at 11:16 a.m.

Eric West, Parkhill, 1700 W. Wall, reported there are two different zonings. The first is retail along Wadley and SF-3. D.R. Horton has mixed developments in all of their developments. This one is more unusual. About 10 percent of the lots would fully qualify for SF-3.

There being no one else wishing to speak, the public hearing was closed at 11:20 a.m.

Spencer Robnett moved to approve the first of two readings of Ordinance No. 10204; seconded by Scott Dufford.

The motion passed by the following vote:
AYE: Payton, Robnett, Trost, Dufford, Norman, Ladd, Blong
NAY: None
ABSTAIN: None
ABSENT: None

34. 10225 – GATHER PUBLIC INPUT ON THE PROPOSED 2021-2022 BUDGET; AND CONSIDER AN ORDINANCE OF THE CITY OF MIDLAND PROVIDING FUNDS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022, BY APPROVING THE BUDGET FOR SAID PERIOD AND APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS OUT OF THE GENERAL AND OTHER REVENUES AND UNAPPROPRIATED FUND BALANCE OF THE CITY OF MIDLAND FOR SAID FISCAL YEAR FOR THE MAINTENANCE AND OPERATION OF THE

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VARIOUS DEPARTMENTS AND FOR VARIOUS ACTIVITIES AND IMPROVEMENTS TO THE CITY; AND ORDERING PUBLICATION (FINANCE)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10225.

Budget Manager Jamie Radcliff gave a brief overview of the item noting the next two items are for the budget and the tax rate. This is for citizen input on the items followed by a record vote. The rate is just below the voter approval rate established on August 10th.

Mayor Payton opened the public hearing at 11:25 a.m.

Regan Hignojos, 516 N. Loop 250, reported there is a need for promoting service in the community and a need for leadership in the public and private sector. We need to start thinking bigger with little or no pay becoming the norm. He asked that all employees be given two hours a month of PTO to be used for volunteering at their local PTA.

There being no one else wishing to speak, the public hearing was closed at 11:29 a.m.

Spencer Robnett moved to approve the first of two readings of Ordinance No. 10225; seconded by Jack Ladd.

The motion passed by the following vote:
AYE: Payton, Robnett, Trost, Dufford, Norman, Ladd, Blong
NAY: None
ABSTAIN: None
ABSENT: None

35. 10226 – TAX RATE INCREASE FOR FISCAL YEAR 2021-2022; AND CONSIDER AN ORDINANCE FIXING THE TAX LEVY FOR THE CITY OF MIDLAND, TEXAS, FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2021, AND ENDING ON SEPTEMBER 30, 2022 (FINANCE)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10226.

Mayor Payton opened the public hearing at 11:37 a.m.

Ross Schumann, 4003 Gleneagles Court, reported that the property tax rate has been raised 2 percent from last year and property values have increased one percent. From 2016 to 2020 there has been a 29% increase in valuations of property that has far outpaced the rate of inflation. When taxes go up, investments go down. Lowering the tax rate will increase revenue.

There being no one else wishing to speak, the public hearing was closed at 11:41 a.m.

Council Member Robnett noted that at some point, property taxes need to fully fund police and fire.

Spencer Robnett moved to approve the first of two readings of Ordinance No. 10226 and moved that the property tax rate be increased by the adoption of a tax rate of $0.367189, which is effectively a 2.07 percent increase in the tax rate; seconded by Jack Ladd.

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The motion passed by the following vote:
AYE: Robnett, Dufford, Norman, Ladd, Blong
NAY: Payton, Trost
ABSTAIN: None
ABSENT: None

36. 10227 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3, BLOCK 3, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF NORTH MADISON STREET, APPROXIMATELY 146 FEET SOUTH OF SOUTH STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10227.

Mayor Payton opened the public hearing at 11:44 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

John Norman moved to approve the first of two readings of Ordinance No. 10227; seconded by Jack Ladd.

The motion passed by the following vote:
AYE: Payton, Robnett, Trost, Dufford, Norman, Ladd, Blong
NAY: None
ABSTAIN: None
ABSENT: None

37. 10228 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 2, WALLACE HEIGHTS ADDITION, SECTION 9, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE SOUTH SIDE OF SINCLAIR AVENUE, APPROXIMATELY 290 FEET EAST OF NORTH LOOP 250 WEST); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10228.

Mayor Payton opened the public hearing at 11:45 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Jack Ladd moved to approve the first of two readings of Ordinance No. 10228; seconded by Lori Blong.

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The motion passed by the following vote:
AYE: Payton, Robnett, Trost, Dufford, Norman, Ladd, Blong
NAY: None
ABSTAIN: None
ABSENT: None

38. 10229 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 2, BLOCK 2, WALLACE HEIGHTS ADDITION, SECTION 9, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF SINCLAIR AVENUE, APPROXIMATELY 290 FEET EAST OF NORTH LOOP 250 WEST), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10229.

Development Services Director Chuck Harrington gave a brief overview of the item noting this is for Manor Park to change their zoning for alcohol available in a restaurant for their residents.

Mayor Payton opened the public hearing at 11:47 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Michael Trost moved to approve the first of two readings of Ordinance No. 10229; seconded by Spencer Robnett.

The motion passed by the following vote:
AYE: Payton, Robnett, Trost, Dufford, Norman, Ladd, Blong
NAY: None
ABSTAIN: None
ABSENT: None

39. 10230 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 16, BLOCK 2, EASTOVER ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF JESSE STREET AND EAST ILLINOIS AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10230.

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Mayor Payton opened the public hearing at 11:48 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Jack Ladd moved to approve the first of two readings of Ordinance No. 10230; seconded by Lori Blong.

The motion passed by the following vote:
AYE: Payton, Robnett, Trost, Dufford, Norman, Ladd, Blong
NAY: None
ABSTAIN: None
ABSENT: None

40. 10231 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 4,977-SQUARE FOOT PORTION OF LOT 1, BLOCK 11, WESTRIDGE PARK ADDITION, SECTION 27, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF DEAUVILLE ROAD AND TRADEWINDS BOULEVARD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10231.

Development Services Director Chuck Harrington gave a brief overview of the item noting this used to be Tilted Kilt. They have proposed service hours from 9:00 a.m. to 2:00 a.m. seven days a week.

Mayor Payton opened the public hearing at 11:50 a.m.

Christina Cooper, 4718 Dengar, reported they are not going to operate those hours but want to have them just in case. With the new TABC rules, their Sunday service hours will be able to start at 10:00 a.m. instead of noon.

There being no one else wishing to speak, the public hearing was closed at 11:53 a.m.

Spencer Robnett moved to approve the first of two readings of Ordinance No. 10231; seconded by Michael Trost.

The motion passed by the following vote:
AYE: Payton, Robnett, Trost, Dufford, Norman, Ladd, Blong
NAY: None
ABSTAIN: None
ABSENT: None

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41. 10232 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 1, BLOCK 1, CLAYDESTA PLAZA NORTH, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND WEST LOOP 250 NORTH), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR A MOBILE FOOD VENDOR PARK; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10232.

Mayor Payton opened the public hearing at 11:54 a.m.

Tammy Alvin, 109 Blackberry Court, tried calling Planning & Zoning about the old rusty storage containers. Council Member Dufford noted it will look very nice when it is fixed up. He clarified that alcohol sales will come from one vendor and the alcohol will be confined to the site. Ms. Alvin wants the people to be held responsible and ensure they cannot bring their own alcohol. Council Member Dufford added that the concept is like what is being seen in bigger cities, it is a tailgate concept. Ms. Alvin concluded that they can hear the train when the wind is right. Across the street in Mission Square they get a lot of drugs in the parking lot and they do not want to see a party cross the street to their parking lot after 2 a.m.

There being no one else wishing to speak, the public hearing was closed at 12:01 p.m.

John Norman moved to approve the first of two readings of Ordinance No. 10232; seconded by Jack Ladd.

The motion passed by the following vote:
AYE: Payton, Robnett, Dufford, Norman, Ladd, Blong
NAY: Trost
ABSTAIN: None
ABSENT: None

42. 10233 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 1, BLOCK 1, CLAYDESTA PLAZA NORTH, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND WEST LOOP 250 NORTH), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A MOBILE FOOD VENDOR PARK FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A

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SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10233.

Mayor Payton opened the public hearing at 12:02 p.m.

Council Member Blong asked about public drunkeness and asked if that will become a police enforcement concern. Development Services Director Chuck Harrington reported that the alcohol beverages must be contained to the site. Ms. Blong noted this is like any other restaurant, but in an open-air facility.

Police Chief Herman was asked about intoxicated drivers. He reported that as the populace increases, we will see an increase in DWI. During the pandemic they saw a considerable decrease followed by a exponential increase in DWIs.

There being no one else wishing to speak, the public hearing was closed at 12:04 p.m.

Council Member Blong confirmed there will only be one vendor there providing alcohol and that vendor is accountable for the entire property. Council Member Dufford confirmed that statement and added that there is no BYOB.

Spencer Robnett moved to approve the first of two readings of Ordinance No. 10233; seconded by Jack Ladd.

The motion passed by the following vote:
AYE: Payton, Robnett, Dufford, Norman, Ladd, Blong
NAY: Trost
ABSTAIN: None
ABSENT: None

43. 2021-104 – RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR A VENDOR MARKET AND CONCERT ON LOT 1A, BLOCK 54, ALL OF BLOCK 55, A 0.57-ACRE PORTION OF WEST WALL STREET RIGHT-OF-WAY, A 0.57-ACRE PORTION OF NORTH COLORADO STREET RIGHT-OF-WAY, AND A 0.57-ACRE PORTION OF THE WEST TEXAS AVENUE RIGHT-OF-WAY, ALL ADJACENT TO BLOCK 55, ALL OUT OF ORIGINAL TOWN ADDITION, SECTION 14, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH COLORADO STREET AND WEST TEXAS AVENUE) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS (DISTRICT 2) (DEVELOPMENT SERVICES)

Development Services Director Chuck Harrington gave a brief overview of the item noting that the Lo Street Market was brought as a concept with Council approving the first three dates. Now the applicant is requesting the remaining dates to be expanded. The roads closed for this event include Texas, Colorado and Wall.

Mayor Payton opened the public hearing at 12:07 p.m.

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Lauren Johnston, 3406 Sinclair, reported that the three month trial date is through September but at the June meeting decided to re-evaluate after the August market. They need to get their vendors in place and need the additional dates. They are hoping to expand the market and they have received numerous requests for December dates. They want to have three days in a row in December. The park holds 38 tents but they can add additional tents and food vendors in the surrounding streets. Access to the dates is vital to the growth of the market. No vendors have ever sold alcohol. There was a free wine tasting outside of Lost Books on their patio. Council Member Robnett noted that their patio is actually a public right-of-way and requires a permit to use. Development Services Director Chuck Harrington reported that would require a right-of-use agreement similar to what was used for the valet parking. Lauren noted that there was some conversation with planning but does not know why it was not done.

Dan Corrales, 1600 N. Weatherford, thanked Council for approving the previous markets noting the word used was joyous. His wife had a booth for her cleaners and he saw it as an opportunity for entrepreneurs. It promotes downtown and is a safe place to take children.

Scott Kidwell, 3105 Humble, president of Midland Downtown Park Conservancy agrees that this is a great event for Midland and downtown. The agreement between the parties was to do a trial in June, August and September and after September to form a plan as to how to approach this in the best way for the future. This is an ever evolving concept. They have already agreed to offer the October date while concerns are being addressed. The demand on the park has been overwhelming at times. There are issues that the conservancy needs to figure out including how the parties deal with each other. He thinks they can resolve the issues by September and suggested to allow the TLU go through October.

When asked about the December dates, Scott Kidwell noted they were not aware they wanted 3 days in December and there is a potential conflict on bookings. The parties still need to come together to develop a plan to move forward.

Seth Streun, 721 W. Dengar, reported that their Temporary Land Use is for the streets and does not have anything to do with the park. If the park is not available they have established an agreement with another parking lot in case there is something going on at the park. The TLU is essential to be able to provide future events.

There being no one else wishing to speak, the public hearing was closed at 12:42 p.m.

Council Member Robnett cautioned the applicant to take care of their right-of-way issue.

Spencer Robnett moved to approve Resolution No. 2021-104 for October 2 and November 6, 2021 only; seconded by Lori Blong.

The motion passed by the following vote:
AYE: Payton, Robnett, Trost, Dufford, Norman, Ladd, Blong
NAY: None
ABSTAIN: None
ABSENT: None

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44. 2021-105 – RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR A STAIR CLIMB AND CONCERT EVENT ON LOT 1A, BLOCK 54, ALL OF BLOCK 55, AND A 0.57-ACRE PORTION OF THE NORTH COLORADO STREET RIGHT-OF-WAY LOCATED ADJACENT TO BLOCK 55, ALL OUT OF ORIGINAL TOWN ADDITION, SECTION 14, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH COLORADO STREET AND WEST TEXAS AVENUE) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS (DISTRICT 2) (DEVELOPMENT SERVICES)

Development Services Director Chuck Harrington gave a brief overview of the item noting this group is hosting a stair climbing event with a concert that evening in the park. Staff is in support of the item.

Mayor Payton opened the public hearing at 12:46 p.m.

Bryce Pruitt, 1501 SCR 1072, reported this is a memorial event for 9/11 that honors all first responders who died. There will be a stair climb in the morning in the Wilco building which is 22 stories. Each participant will climb the stairs five times. Most of the spectators will be family members of those climbing. They get participation from all over the state. In the evening there will be a concert which is a fundraiser for the professional firefighters benevolence fund. They have been selling sponsorships all year. The concert is a ticketed event.

There being no one else wishing to speak, the public hearing was closed at 12:50 p.m.

Michael Trost moved to approve Resolution No. 2021-105; seconded by Lori Blong.

The motion passed by the following vote:
AYE: Payton, Robnett, Trost, Dufford, Norman, Ladd, Blong
NAY: None
ABSTAIN: None
ABSENT: None

MISCELLANEOUS

45. 10234 – AN ORDINANCE ADOPTING A FEE SCHEDULE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING AN APPEAL PROCESS; AND ORDERING PUBLICATION (FINANCE)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10234.

Interim Finance Director Christy Weakland reported that three departments have requested amendments to the fee schedule and reviewed the proposed changes.

Spencer Robnett moved to approve the first of two readings of Ordinance No. 10234; seconded by Michael Trost.

The motion passed by the following vote:
AYE: Payton, Robnett, Trost, Dufford, Norman, Ladd, Blong

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NAY: None
ABSTAIN: None
ABSENT: None

46. 121-2021 – MOTION GRANTING AMANDA AND DANIEL ARCHER'S APPEAL AND REVERSING THE CITY TRAFFIC ENGINEER'S DENIAL OF A DRIVEWAY PERMIT FOR LOT 31, BLOCK 31, LONE STAR TRAILS ADDITION, SECTION 13, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF BURNETT LANE, APPROXIMATELY 288 FEET NORTH OF BRUSH DRIVE) (DISTRICT 1) (ENGINEERING SERVICES)

Engineering Services Director Jose Ortiz reported they received a complaint from a concerned citizen about curb and gutter being removed from the right-of-way. The investigator found they were putting in a second driveway without a permit and the driveway does not meet the spacing requirements. The applicant is appealing the denial of a driveway permit.

Amanda Archer, 6911 Burnett Lane, reported they have 16 feet between their property line and their home and wanted to place their camper there for storage. They can keep their camper in the back yard without being a violation to the HOA or the City as long as no one lives in it. They hired a contractor to install the driveway without understanding that a permit was required. Daniel Archer reported there are several properties he looked at throughout the City similar to theirs and does not understand why it is not allowed at their house.

Spencer Robnett moved to approve Motion No. 121-2021; seconded by Michael Trost.

The motion passed by the following vote:
AYE: Payton, Robnett, Trost, Dufford, Norman, Ladd, Blong
NAY: None
ABSTAIN: None
ABSENT: None

47. 2021-106 – RESOLUTION CREATING A DOWNTOWN ENTERTAINMENT DISTRICT ADVISORY COMMITTEE AND ESTABLISHING DUTIES, QUALIFICATIONS, TERMS OF OFFICE, METHODS FOR FILLING VACANCIES, AND RELATED ORGANIZATIONAL MATTERS (DISTRICT 2) (CITY MANAGER)

City Manager Robert Patrick reported this is an attempt to get ahead of issues with the proposed entertainment district downtown. This will involve all of the community partners in the discussion. This group will dissolve in 90 days.

Lori Blong moved to approve Resolution No. 2021-106; seconded by Spencer Robnett.

The motion passed by the following vote:
AYE: Payton, Robnett, Trost, Dufford, Norman, Ladd, Blong
NAY: None
ABSTAIN: None
ABSENT: None

DRAFT

48. MOTION MAKING APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS (CITY SECRETARY'S OFFICE)

Lori Blong moved to defer to September 14, 2021; seconded by Michael Trost.

The motion passed by the following vote:
AYE: Payton, Robnett, Trost, Dufford, Norman, Ladd, Blong
NAY: None
ABSTAIN: None
ABSENT: None

PUBLIC COMMENT

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

Council Member Trost recognized Deputy City Secretary SueAnn Reyes noting today is her last day with Midland and congratulating her on her new appointment.

Everyone wished Council Member Trost a happy birthday.

EXECUTIVE SESSION

Mayor Payton recessed the meeting to go to Executive Session at 1:10 p.m.

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

a. Section 551.087, Deliberate Economic Development Negotiations

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

DRAFT

All the business at hand having been completed, the meeting adjourned at 1:40 p.m.

PASSED AND APPROVED September 14, 2021.

_____
Patrick Payton, Mayor

ATTEST:

_____

Amy M. Turner, City Secretary

DRAFT

City Council Meeting

Item Number: 8

Meeting Date: September 14, 2021

To: City Council / City Manager

From: Christy Weakland, Director

Subject: MOTION ALLOCATING $9,500,000 RECEIVED FROM THE U.S. DEPARTMENT OF THE TREASURY UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 TO CONSTRUCTION PROJECTS (DISTRICT: NONE) (FINANCE)

Purpose:

To allocate funds received from the American Rescue Plan Act (ARPA) to construction projects: COMPASS ($6,000,000), Industrial Avenue ($2,000,000) and Wadley Reconstruction ($1,500,000) for a total of $9,500,000.

Recommended City Council Action:

Approve

Fiscal Impact:

$9,500,000 is available in the ARPA grant project (700315) and will be allocated to the following projects: $6,000,000 to the COMPASS project; $2,000,000 to the Industrial Avenue project; and $1,500,000 to the Wadley Reconstruction project.

Discussion:

The City has received $12,494,112 in ARPA grant funds and has allocated $2,388,000 to Midland Health, leaving a balance of $10,106,112. This motion would allocate $9.5 million of the remaining balance toward construction projects. $6,000,000 would go toward the COMPASS project to pave unpaved roads. $2,000,000 would go toward Industrial Avenue paving, which is a joint project with Midland County. $1,500,000 would go to the design of the Wadley Reconstruction project.



City Manager's Office

FUNDING

ROADWAY 3-YEAR CAPITAL FUNDING PLAN

UNFUNDED (suggested funding)	ARPA	Gen Fund	MDC	Existing & Future Bonds	Impact Fees	Drainage Fees	CDBG	
COMPASS	$ 6,000,000						$ 1,000,000	$ 7,000,000
•Park Avenue Heights Subdivision								
•Potential – Nobles Ave, Hicks Ave, Missouri Ave, Spruce Ave, Marlin Ave, Etc…								
Industrial Avenue (Loop 250 to Midkiff Road)	$ 2,000,000							$ 2,000,000
Wadley Extension (Callaway Dr to SH 158)	$ 8,000,000							$ 8,000,000
Wadley Reconstruction (Garfield St to I St)	$ 4,000,000			$ 10,000,000				$ 14,000,000
Golf Course Road (Midkiff Rd to K St)				$ 15,000,000				$ 15,000,000
Todd Drive (BI-20 to Golf Course Rd)			$ 3,000,000	$ 3,000,000	$ 500,000	$ 1,000,000		$ 7,500,000
Briarwood Avenue (SH 158 to Avalon)		$ 6,000,000	$ 3,500,000		$ 500,000			$ 10,000,000
	$ 20,000,000	$ 6,000,000	$ 6,500,000	$ 28,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 63,500,000

Draft

City Council Meeting

Item Number: 9

Meeting Date: September 14, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION APPROVING A SOLE-SOURCE MASTER AGREEMENT FOR NEPTUNE WATER METERS AND ASSOCIATED PARTS FOR THE CUSTOMER SERVICE DIVISION OF THE FINANCE DEPARTMENT FROM CORE & MAIN, LP, AT A TOTAL COST OF $2,939,325.20 (DISTRICT: ALL) (GENERAL SERVICES)

Purpose:

Approval of a resolution awarding a sole source agreement for Neptune water meters with encoders and all associated parts from Core & Main LP for the Customer Service Division.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the FY2022 Water and Sewer Operating Budget contingent on the budget adoption.

Discussion:

The Customer Service Division of the Finance Department is using automatic read water meters utilizing Neptune water meters and associated parts. Core & Main LP is the sole authorized distributor for the Neptune Technology Group in the state of Texas. According to Texas Local Government Code 252.022 (a)(7)(A), competitive bidding requirements do not apply to items that are available from only one source due to “patents”, copyrights, secret processes, or natural monopolies. Staff recommends awarding a sole source contract based on purchase of Neptune Gateway water meter data collectors to Core & Main LP for a cost not to exceed $2,939,325.20. Please see the attached memo from Tony Goyang, Customer Service Manager, for additional information.

Therefore, please consider a resolution awarding a sole source agreement for the purchase of Neptune water meters with encoders and associated parts to Core & Main LP of El Paso, Texas for a cost not to exceed $2,939,325.20.

Tina Daugherty

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Regina Stephenson, General Service Director, Erika Martinez, Purchasing Manager

FROM: Tony Goyang, Customer Service Manager

SUBJECT: Consider a Resolution approving the purchase of Neptune water meters and other Neptune parts from Core & Main.

DATE: August 20, 2021

The Customer Service Division is requesting approval of a resolution to accept a sole source purchase for Neptune products from Core & Main. Only Core & Main can sell Neptune meters within our Region.

Total projected cost for 2022 budget year will be no more than $3,000,000.

The Customer Service Division's plan is to switch out or convert all existing water meters to Neptune radio-read meters. This will allow quicker and more reliable meter readings. The new registers will also store 96 days of hourly water consumption, which we can retrieve manually. This will provide us with more information to assist the water customers in determining any possible leaks and the cause.

Switching to radio read meters is our first step in establishing an Advance Metering Infrastructure system (AMI) for the City of Midland.

This agreement is budgeted for 2022 Fiscal Year and will be paid from the Meter Shop Unit in the Water and Sewer Fund.

RESOLUTION NO. _____

RESOLUTION APPROVING A SOLE-SOURCE MASTER AGREEMENT FOR NEPTUNE WATER METERS AND ASSOCIATED PARTS FOR THE CUSTOMER SERVICE DIVISION OF THE FINANCE DEPARTMENT FROM CORE & MAIN, LP, AT A TOTAL COST OF $2,939,325.20

WHEREAS, the City of Midland's Customer Service Division of the Finance Department is establishing an Automatic Meter Interface System that requires the use of Neptune Water Meters and associated parts; and

WHEREAS, Core & Main, LP, is the sole authorized distributor for the Neptune Water Meters in Texas; and

WHEREAS, Core & Main, LP, has agreed to provide the City with the necessary water meters and associated parts for its Automatic Meter Interface System for a total cost of $2,939,325.20; and

WHEREAS, said water meters are proprietary in nature and are available only from Core & Main, LP; and

WHEREAS, the City Council finds the price proposed for said water meters and associated parts to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to approve the sole-source master agreement for said water meters and associated parts;

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

SECTION ONE. That the City Manager and the City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a sole-source master agreement with Core & Main, LP, for Neptune Water Meters and associated parts for the Customer Service Division of the Finance Department for a total cost of $2,939,325.20. Said contract being attached hereto as Exhibit A and incorporated herein for all purposes.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Core & Main, LP, in accordance with the terms and conditions of the above-referenced contract, from funds available in the FY2022 Water and Sewer Operating Budget upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

_____
Christy Weakland, Interim Finance Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

Master Agreement
#22000009
for
Water Meters with Encoders and Associated Parts

This Master Agreement (the "*Agreement*"), is entered into this 15th day of September, 2021, by and between the City of Midland, Texas, a home-rule municipal corporation ("*City*"), and Core & Main LP ("*Company*").

1. Company agrees to sell the Water Meters with Encoders and Associated Parts listed in the attached **Exhibit A**, as submitted by Company, which shall conform to the City's specifications set forth in that request, being incorporated herein and made a part of this agreement for all purposes.

Total Cost: $2,939,325.20

The above stated prices shall remain in effect for the full term of this Agreement.

2. The Water Meters with Encoders and Associated Parts shall be delivered in such quantities and at such times as designated by City's Purchasing Manager. The total quantity of products that City is obliged to purchase shall be the total of the quantities ordered from time to time by the Purchasing Manager, and which are delivered and accepted.

3. Payment by City shall be made within thirty (30) days after receipt of invoices from Company, which shall be subject to verification as to quantities and quality delivered as herein provided.

4. The Water Meters with Encoders and Associated Parts shall be delivered to City's relevant departments and divisions as directed by the Purchasing Manager. Freight and delivery charges are included in the purchase prices stated above.

5. The term of this Agreement shall be for a period of one (1) years, commencing on October 1, 2021 and terminating on September 30, 2022 , unless sooner terminated as provided in this Agreement. City may, at its option, renew this Agreement for an additional period of one (1) year. City shall give Company notice of its intent to renew not less than thirty (30) days prior to the expiration of this Agreement.

If no funds or insufficient funds are appropriated and budgeted, or are otherwise unavailable in any fiscal period during the term of this Agreement, then this Agreement shall terminate on the last day of the fiscal period for which full appropriations were made, without penalty or expense to City of any kind whatsoever.

6. If Company fails (in any manner) to fully perform and carry out all terms, covenants and obligation of this Agreement, Company shall be in default. If City gives Company written notice of such default, and Company fails to cure such default within forty-five (45) days of its receipt of such notice, City, acting by and through the Purchasing Manager, may and cancel and terminate this Agreement, and, at the expense of Company, complete the agreement or cause the same to be completed. In the event of such termination, all monies due to Company under this Agreement shall be retained by City (but such retention shall not release

Company from liability for its default); provided, however, Company shall be credited with the amount of money so retained toward any amount by which the cost of completion of this Agreement, as above provided, exceeds the Total Cost in Section 1. Such termination shall not affect or terminate City's existing or future rights (in equity or at law) as against Company regarding Company's default. City's waiver of a breach by Company shall not operate as a waiver of any subsequent breach or any other term, covenant or condition hereof.

Notwithstanding any contrary provision contained in this Agreement, City may terminate this Agreement at-will, for any or no reason, by giving Company thirty (30) days' written notice. The parties to this Agreement understand and agree that it is in City's sole discretion to cancel the Agreement during the term of this Agreement without penalty to City. Company has no expectation and has received no guarantees that this Agreement will not be terminated before the end of the term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

7. **Assignment:** Company shall not, either directly or indirectly, assign all or any part of this Agreement or any interest, right or privilege herein, without the prior written consent of City. The issue of whether to grant consent to an assignment is in the sole and absolute discretion of City.

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

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

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

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY

TO DISCUSS THIS AGREEMENT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE OBLIGATIONS CONTAINED IN THIS SECTION 18 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

11. **Independent Contractor:** Company shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of City. Company shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. Company shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine of *respondeat superior* shall not apply as between City and Company, its officers, agents, employees, contractors and subcontractors. Nothing in this Agreement shall be construed as creating a partnership or joint enterprise between City and Company. No person performing any of the work and services described hereunder by Company shall be considered an officer, agent, servant or employee of City. Further, it is specifically understood and agreed that nothing in this agreement is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

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

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

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

Government Code, and Section 311.034 of the Texas Government Code, regardless if City has actual or constructive notice or knowledge of said claim or alleged damages. Company agrees that the requirements of this entire Agreement are reasonable. The provisions and obligations of this Section shall survive the termination of this Agreement.

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

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

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

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

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

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

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

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

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

20. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Agreement and (ii) any of the provisions contained in any exhibit(s) attached to this Agreement, precedence shall be given to the provisions of this Agreement. For the avoidance of any doubt, the provisions contained in this Agreement shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the parties acknowledge and agree that any provision contained in an exhibit(s) attached to this

Agreement that imposes an additional express or implied obligation on City is hereby made void and of no force or effect. City's sole and exclusive obligations under this Agreement are contained in the numbered provisions of this Agreement that precede the signature page(s), which evidences the parties' execution.

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____

Robert Patrick, City Manager

ATTEST:

_____

Amy M. Turner, City Secretary

APPROVED AS TO FORM ONLY:

_____

John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF_____ §
§
COUNTY OF_____ §

BEFORE ME, the undersigned authority, on this _____ day of_____, 2021 personally appeared, ._____, an officer of Core & Main LP, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the____day of_____, 20 ____.

_____

Notary Public, State of Texas

EXHIBIT "A"

Bid Proposal for Midland 2022 AMR Meter Contract

CUSTOMER

CITY OF MIDLAND
1606 ORCHARD
MIDLAND, TX 79701
Contact: Tony Goyang
tgoyang@midlandtexas.gov

Job
Midland 2022 AMR Meter Contract
Bid Date: 11/01/2021
Bid #: 1924471

CONTACT

Sales Representative
Arnold Osuna
(M) 915-449-0418
(T) 915-590-6922
(F) 915-590-7034
Arnold.Osuna@coreandmain.com

Core & Main
930 Pendale Rd
El Paso, TX 79907
(T) 915-590-6922

NOTES

New Pricing for 2021-2022
Start 10/1/21
End 9/30/22

Bid Proposal for Midland 2022 AMR Meter Contract

CITY OF MIDLAND
Bid Date: 11/01/2021
Core & Main 1924471

Core & Main
930 Pendale Rd
El Paso, TX 79907
Phone: 915-590-6922
Fax: 915-590-7034

Seq#	Qty	Description	Units	Price	Ext Price
		DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS			
		ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL			
		AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE			
		GUARANTEED. THIS TERM SUPERSEDES ALL OTHER			
		CONTRACTUAL PROVISIONS.			
10		**METERS**			
30	12000	T10 5/8X3/4 R900I PROCODER USG BRZ BTM 302 B&N 6' EXT ANTENNA TEST DATA ED2B21RPWG11S2326	EA	191.25	2,295,000.00
40	1500	T10 1 R900I PROCODER USG BRZ BTM 302 B&N 6' EXT ANTENNA TEST DATA ED2F21RPWG11S2326	EA	256.25	384,375.00
50	200	1-1/2 T-10 OVAL P-CODER SA PIT GAL ED2H11RPHG21S2294	EA	456.95	91,390.00
60	100	ET4ARWG3SG89 2 HP TURBINE MTR R900I ENHANCED GAL W/EXT. ANT. NO LEAD	EA	632.05	63,205.00
70	10	ET4BRWG3SG90 3 HPT ECODER PIT R900I 20' EXT ANT NO LEAD	EA	1,450.16	14,501.60
80	10	ET4CRWG3SG90 4" HPT TURBINE R9 00I METER W/20'EXT ANTENNA PIT GAL; NO LEAD	EA	1,643.98	16,439.80
90	10	6 HPT MTR PROCODER R900I 6' EXT ANTENNA USG ET4DRPWG11SG89	EA	2,230.68	22,306.80
110		**RETROFIT REGISTERS**			
130	300	NEP RW5G13SG89 1-1/2-2" TURB- INE METER R900I REG USG 6' EXT ANTENNA	EA	173.69	52,107.00
				Sub Total	**2,939,325.20**
				Tax	0.00
				Total	**2,939,325.20**

Branch Terms:

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT:
https://coreandmain.com/TandC/

NEPTUNE
TECHNOLOGY GROUP

January 20, 2021

Tony Goyang
City of Midland
Customer Service Manager

Tony,

I am writing this letter to confirm that Core and Main is the sole authorized distributor for Neptune Technology Group Products for the City of Midland and the entire State of Texas.

Core and Main handles our full line of Neptune Meters, Radio Frequency Meter Reading Systems, and parts. Their local sales person for the City of Midland is Arnold Osuna and he can be reached at (915) 449-0418. Core and Main also has a Meter and System Specialist on board that covers the Permian Basin area and his name is Ray Richardson and he can be reached at (505) 400-6464.

If you have any question or need anything else please give me a call at (281) 794-3133. We appreciate your business.

Sincerely,

Charlie Trimble
Senior Territory Manager

Master Agreement
#22000009
for
Water Meters with Encoders and Associated Parts

This Master Agreement (the "*Agreement*"), is entered into this 15th day of September, 2021, by and between the City of Midland, Texas, a home-rule municipal corporation ("*City*"), and Core & Main LP ("*Company*").

1. Company agrees to sell the Water Meters with Encoders and Associated Parts listed in the attached **Exhibit A**, as submitted by Company, which shall conform to the City's specifications set forth in that request, being incorporated herein and made a part of this agreement for all purposes.

Total Cost: $2,939,325.20

The above stated prices shall remain in effect for the full term of this Agreement.

2. The Water Meters with Encoders and Associated Parts shall be delivered in such quantities and at such times as designated by City's Purchasing Manager. The total quantity of products that City is obliged to purchase shall be the total of the quantities ordered from time to time by the Purchasing Manager, and which are delivered and accepted.

3. Payment by City shall be made within thirty (30) days after receipt of invoices from Company, which shall be subject to verification as to quantities and quality delivered as herein provided.

4. The Water Meters with Encoders and Associated Parts shall be delivered to City's relevant departments and divisions as directed by the Purchasing Manager. Freight and delivery charges are included in the purchase prices stated above.

5. The term of this Agreement shall be for a period of one (1) years, commencing on October 1, 2021 and terminating on September 30, 2022 , unless sooner terminated as provided in this Agreement. City may, at its option, renew this Agreement for an additional period of one (1) year. City shall give Company notice of its intent to renew not less than thirty (30) days prior to the expiration of this Agreement.

If no funds or insufficient funds are appropriated and budgeted, or are otherwise unavailable in any fiscal period during the term of this Agreement, then this Agreement shall terminate on the last day of the fiscal period for which full appropriations were made, without penalty or expense to City of any kind whatsoever.

6. If Company fails (in any manner) to fully perform and carry out all terms, covenants and obligation of this Agreement, Company shall be in default. If City gives Company written notice of such default, and Company fails to cure such default within forty-five (45) days of its receipt of such notice, City, acting by and through the Purchasing Manager, may and cancel and terminate this Agreement, and, at the expense of Company, complete the agreement or cause the same to be completed. In the event of such termination, all monies due to Company under this Agreement shall be retained by City (but such retention shall not release

Company from liability for its default); provided, however, Company shall be credited with the amount of money so retained toward any amount by which the cost of completion of this Agreement, as above provided, exceeds the Total Cost in Section 1. Such termination shall not affect or terminate City's existing or future rights (in equity or at law) as against Company regarding Company's default. City's waiver of a breach by Company shall not operate as a waiver of any subsequent breach or any other term, covenant or condition hereof.

Notwithstanding any contrary provision contained in this Agreement, City may terminate this Agreement at-will, for any or no reason, by giving Company thirty (30) days' written notice. The parties to this Agreement understand and agree that it is in City's sole discretion to cancel the Agreement during the term of this Agreement without penalty to City. Company has no expectation and has received no guarantees that this Agreement will not be terminated before the end of the term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

7. **Assignment:** Company shall not, either directly or indirectly, assign all or any part of this Agreement or any interest, right or privilege herein, without the prior written consent of City. The issue of whether to grant consent to an assignment is in the sole and absolute discretion of City.

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

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

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

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY

TO DISCUSS THIS AGREEMENT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE OBLIGATIONS CONTAINED IN THIS SECTION 18 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

11. **Independent Contractor:** Company shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of City. Company shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. Company shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine of *respondeat superior* shall not apply as between City and Company, its officers, agents, employees, contractors and subcontractors. Nothing in this Agreement shall be construed as creating a partnership or joint enterprise between City and Company. No person performing any of the work and services described hereunder by Company shall be considered an officer, agent, servant or employee of City. Further, it is specifically understood and agreed that nothing in this agreement is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

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

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

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

Government Code, and Section 311.034 of the Texas Government Code, regardless if City has actual or constructive notice or knowledge of said claim or alleged damages. Company agrees that the requirements of this entire Agreement are reasonable. The provisions and obligations of this Section shall survive the termination of this Agreement.

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

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

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

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

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

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

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

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

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

20. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Agreement and (ii) any of the provisions contained in any exhibit(s) attached to this Agreement, precedence shall be given to the provisions of this Agreement. For the avoidance of any doubt, the provisions contained in this Agreement shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the parties acknowledge and agree that any provision contained in an exhibit(s) attached to this

Agreement that imposes an additional express or implied obligation on City is hereby made void and of no force or effect. City's sole and exclusive obligations under this Agreement are contained in the numbered provisions of this Agreement that precede the signature page(s), which evidences the parties' execution.

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____

Robert Patrick, City Manager

ATTEST:

_____

Amy M. Turner, City Secretary

APPROVED AS TO FORM ONLY:

_____

John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF_____ §
§
COUNTY OF_____ §

BEFORE ME, the undersigned authority, on this _____ day of_____, 2021 personally appeared, ._____, an officer of Core & Main LP, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the____day of_____, 20 ____.

_____

Notary Public, State of Texas

EXHIBIT "A"

Bid Proposal for Midland 2022 AMR Meter Contract

CUSTOMER

CITY OF MIDLAND
1606 ORCHARD
MIDLAND, TX 79701
Contact: Tony Goyang
tgoyang@midlandtexas.gov

Job
Midland 2022 AMR Meter Contract
Bid Date: 11/01/2021
Bid #: 1924471

CONTACT

Sales Representative
Arnold Osuna
(M) 915-449-0418
(T) 915-590-6922
(F) 915-590-7034
Arnold.Osuna@coreandmain.com

Core & Main
930 Pendale Rd
El Paso, TX 79907
(T) 915-590-6922

NOTES

New Pricing for 2021-2022
Start 10/1/21
End 9/30/22

Bid Proposal for Midland 2022 AMR Meter Contract

CITY OF MIDLAND
Bid Date: 11/01/2021
Core & Main 1924471

Core & Main
930 Pendale Rd
El Paso, TX 79907
Phone: 915-590-6922
Fax: 915-590-7034

Seq#	Qty	Description	Units	Price	Ext Price
		DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS			
		ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL			
		AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE			
		GUARANTEED. THIS TERM SUPERSEDES ALL OTHER			
		CONTRACTUAL PROVISIONS.			
10		**METERS**			
30	12000	T10 5/8X3/4 R900I PROCODER USG BRZ BTM 302 B&N 6' EXT ANTENNA TEST DATA ED2B21RPWG11S2326	EA	191.25	2,295,000.00
40	1500	T10 1 R900I PROCODER USG BRZ BTM 302 B&N 6' EXT ANTENNA TEST DATA ED2F21RPWG11S2326	EA	256.25	384,375.00
50	200	1-1/2 T-10 OVAL P-CODER SA PIT GAL ED2H11RPHG21S2294	EA	456.95	91,390.00
60	100	ET4ARWG3SG89 2 HP TURBINE MTR R900I ENHANCED GAL W/EXT. ANT. NO LEAD	EA	632.05	63,205.00
70	10	ET4BRWG3SG90 3 HPT ECODER PIT R900I 20' EXT ANT NO LEAD	EA	1,450.16	14,501.60
80	10	ET4CRWG3SG90 4" HPT TURBINE R9 00I METER W/20'EXT ANTENNA PIT GAL; NO LEAD	EA	1,643.98	16,439.80
90	10	6 HPT MTR PROCODER R900I 6' EXT ANTENNA USG ET4DRPWG11SG89	EA	2,230.68	22,306.80
110		**RETROFIT REGISTERS**			
130	300	NEP RW5G13SG89 1-1/2-2" TURB- INE METER R900I REG USG 6' EXT ANTENNA	EA	173.69	52,107.00
				Sub Total	**2,939,325.20**
				Tax	0.00
				Total	**2,939,325.20**

Branch Terms:

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT:
https://coreandmain.com/TandC/

City Council Meeting

Item Number: 10

Meeting Date: September 14, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AWARDING A CONTRACT FOR THE FLORIDA AVENUE AND COTTON FLAT ROAD WATER MAIN IMPROVEMENTS PROJECT TO TEC EXCAVATION, INC., FOR A TOTAL COST NOT TO EXCEED $483,444.00; APPROVING $96,688.80 FOR CONTINGENCIES; AND TRANSFERRING FUNDS (DISTRICT 2) (GENERAL SERVICES)

Purpose:

Approval of a resolution authorizing the execution of a contract for the Florida Ave. & Cotton Flat Road Water Main Improvements Project.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the FY2021 Utilities unappropriated fund balance and will be transferred to a project for said purpose in Fund 305.

Discussion:

Motion 082-2021 approved plans and specifications and authorized advertisement for bids for the Florida Avenue and Cotton Flat Road Water Main Improvements Project. The bid request was sent to seventy (70) companies. We received a sole bid. Staff recommends awarding a contract to the sole bidder, TEC Excavation, Inc. for the amount of $483,444.00. Please see the attached memo from Carl Craigo, Utilities Director, for more information.

Therefore, please consider a resolution awarding a contract for the Florida Avenue and Cotton Flat Road Water Main Improvements Project to TEC Excavation, Inc. of Midland, Texas for the amount of $483,444.00. Staff is also requesting as additional $96,688.80 in contingences for a

total cost of $580,132.80.

Tina Jaug

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Martinez; City of Midland, Purchasing Manager

FROM: Carl Craigo, P.E.; City of Midland, Director of Utilities

SUBJECT: Florida Ave. & Cotton Flat Rd. Water Main Improvements ♦ Engr. Project No. PU19-02 ♦ Bid Tabulation ♦ Utilities Unallocated Funds

DATE: August 18, 2021

Erika,

Engineer staff has reviewed the bid tabulation for the Florida Ave. & Cotton Flat Rd. Water Main Improvements project. TEC Excavation, Inc. of Midland, Texas, is the apparent successful low bidder. Staff recommends awarding the Florida Ave. & Cotton Flat Rd. Water Main Improvements project to TEC Excavation, Inc.

TEC Excavation, Inc. has an established history with the City of Midland of performing work of similar scale and scope to the Florida Ave. & Cotton Flat Rd. Water Main Improvements project. Furthermore, the unit prices appear to be in line with current pricing trends.

Funding is available for this project.

The apparent successful bidder was selected based on the base bid amount of **$483,444.00** as outlined in the bidding documents. In addition, we would like to request that a 20% contingency in the amount of **$96,688.80** be allowed for value added changes to the project during construction. The total amount made available for the project would be **$580,132.80**.

The agreement specifies a construction period beginning within 15 calendar days of a written notice to proceed for construction.

Carl Craigo, P.E.
Director of Utilities

Cc: Cory Moose
Jose Ortiz
Regina Stephenson

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE FLORIDA AVENUE AND COTTON FLAT ROAD WATER MAIN IMPROVEMENTS PROJECT TO TEC EXCAVATION, INC., FOR A TOTAL COST NOT TO EXCEED $483,444.00; APPROVING $96,688.80 FOR CONTINGENCIES; AND TRANSFERRING FUNDS

WHEREAS, Motion 082-2021 approved specifications and authorized the advertisement for bids for the Florida Avenue and Cotton Flat Road Water Main Improvements Project; and

WHEREAS, Bid No. PU19-02 was opened on August 18, 2021, with the sole bid being submitted by TEC Excavation, Inc., as shown on the bid tabulation attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the City Council finds the amount proposed by TEC Excavation, Inc., to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to award a contract to TEC Excavation, Inc., for the Florida Avenue and Cotton Flat Road Water Main Improvements Project; and

WHEREAS, the City Council finds it to be in the public interest to approve $96,688.80 for contingencies;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with TEC Excavation, Inc., for the Florida Avenue and Cotton Flat Road Water Main Improvements Project for a total cost not exceed $483,444.00. Said contract to be kept on file in the office of the City Secretary, referenced by the date and number of this Resolution.

SECTION TWO. That the sum of $96,688.80 for contingencies is hereby approved for said agreement.

SECTION THREE. That funding is available in the FY2021 Utilities unappropriated fund balance and will be transferred to a project for said purpose in Fund 305.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay TEC Excavation, Inc., pursuant to the terms of said contract from funds available in the project fund for said purpose upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

PU19-02 - City of Midland: Florida Ave. & Cotton Flat Rd. Water Main Improvements

City of Midland - Engineering Services; August 18,2021

BID TAB					TEC Excavation, Inc.		
Bid Item	Pay Note	Description	Quantity	Units	Unit Price	Bid Total	Actual Bid Total
1	M1	Mobilization	3	MO	$ 750.00	$ 2,250.00	$ 2,250.00
2	M2	20" Steel Pipe Casing (1/4" Wall Thickness)	60	LF	$ 170.00	$ 10,200.00	$ 10,200.00
3	M3	Erosion/Sediment Control	3	MO	$ 650.00	$ 1,950.00	$ 1,950.00
4	M4	Job Site Safety	3	MO	$ 200.00	$ 600.00	$ 600.00
5	M5	Material Mark-up	N/A	%	15%	N/A	N/A
6	M6	Labor Mark-up (Regular Work Hours)	N/A	%	15%	N/A	N/A
7	M7	Equipment Rental Mark-up (Non-Standard Equipment Only)	N/A	%	15%	N/A	N/A
1	D1	Removal & Disposal of Existing Water Main	120	LF	$ 12.00	$ 1,440.00	$ 1,440.00
2	D2	Flowable Fill for Existing Pipes Abandoned In Place	71	CY	$ 150.00	$ 10,650.00	$ 10,650.00
3	D3	Removal & Disposal of Existing Fire Hydrant Assembly	1	EA	$ 1,400.00	$ 1,400.00	$ 1,400.00
4	D4	Removal & Disposal of Existing Unclassified Pavement	800	SY	$ 13.00	$ 10,400.00	$ 10,400.00
5	D5	Removal & Disposal of Existing Concrete Curb & Gutter	8	LF	$ 45.00	$ 360.00	$ 360.00
6	D6	Removal & Disposal of Existing Concrete Sidewalk & Ramps	10	SY	$ 35.00	$ 350.00	$ 350.00
1	W1	12" AWWA C-900 DR18, PVC, Water Main	1600	LF	$ 110.00	$ 176,000.00	$ 176,000.00
2	W1	8" AWWA C-900 DR18, PVC, Water Main	60	LF	$ 89.00	$ 5,340.00	$ 5,340.00
3	W1	6" AWWA C-900 DR18, PVC, Water Main	140	LF	$ 77.00	$ 10,780.00	$ 10,780.00
4	W2	12" Gate Valve & Box (MJxMJ/FL)	5	EA	$ 3,700.00	$ 18,500.00	$ 18,500.00
5	W2	8" Gate Valve & Box (MJxMJ/FL)	1	EA	$ 2,000.00	$ 2,000.00	$ 2,000.00
6	W2	6" Gate Valve & Box (MJxMJ/FL)	5	EA	$ 1,400.00	$ 7,000.00	$ 7,000.00
7	W3	Fire Hydrant Assembly	4	EA	$ 4,400.00	$ 17,600.00	$ 17,600.00
8	W4	Ductile Iron Fittings	3630	LBS	$ 10.00	$ 36,300.00	$ 36,300.00
9	W5	Dresser Coupling	3	EA	$ 700.00	$ 2,100.00	$ 2,100.00
10	W6	Connect to Existing Water Main	5	EA	$ 2,400.00	$ 12,000.00	$ 12,000.00
11	W7	12"x1" Tapping Saddle	11	EA	$ 400.00	$ 4,400.00	$ 4,400.00
12	W8	1" Water Service Connection	11	EA	$ 1,100.00	$ 12,100.00	$ 12,100.00
13	W9	1" Water Service Lateral	170	LF	$ 12.00	$ 2,040.00	$ 2,040.00
14	W10	Water Meter Installation (New Service Lateral)	11	EA	$ 350.00	$ 3,850.00	$ 3,850.00
15	W11	Open Trenching of Water Main	1800	LF	$ 8.00	$ 14,400.00	$ 14,400.00
1	P1	Concrete Curb & Gutter Repair	8	LF	$ 65.00	$ 520.00	$ 520.00
2	P2	Concrete Pedestrian Access Ramp Repair	10	SY	$ 125.00	$ 1,250.00	$ 1,250.00
3	P3	3" Type C HMAC Asphalt Pavement Repair (PG64-22)	80	SY	$ 94.00	$ 7,520.00	$ 7,520.00
4	P4	2" Type D HMAC Asphalt Pavement Repair (PG70-22)	800	SY	$ 59.00	$ 47,200.00	$ 47,200.00
5	P5	Bituminous Prime Coat (MC-30 or AEP, 0.20 Gal / SY)	160	GAL	$ 8.00	$ 1,280.00	$ 1,280.00
6	P6	Tack Coat (MC-30 or AEP, 0.10 Gal / SY)	8	GAL	$ 8.00	$ 64.00	$ 64.00
7	P7	Flowable Fill / 2-Sack Backfill	800	SY	$ 77.00	$ 61,600.00	$ 61,600.00
					Base Bid Total =	$ 483,444.00	**$ 483,444.00**
							$0.00

SPECIFICATIONS

Project Name: Florida Ave. & Cotton Flat Rd. Water Main Improvements

Project Number: PU19-02

MAYOR

Patrick Payton

COUNCIL MEMBERS

District 1	Scott Dufford	District 3	Jack Ladd
District 2	John Norman	District 4	Lori Blong
At-Large	Spencer Robnett	At Large	Michael Trost

CITY ENGINEER

Matt C. Carr, P.E.



Prepared by City of Midland, Texas
Engineering Services Division

July 2021

PACKET
10.8
September 14, 2021

NOTICE TO BIDDERS

ATTENTION: Due to the Coronavirus (COVID-19) pandemic, all bidders are encouraged to mail bid packets to one of the addresses below rather than delivering them in person in the interests of maintaining social distancing:

USPS Mailing Address:		***Physical Address for mail carriers other than USPS:***
City of Midland, Texas		**City of Midland, Texas**
Attn: City Secretary's Office	**OR**	**Attn: City Secretary's Office**
P O Box 1152		**300 North Loraine St, Suite 330**
Midland, TX 79702		**Midland, TX 79701**

If bid packets are delivered in person then bidders must drop the bid packets off at the first-floor front desk of City Hall before the bid opening deadline, and social distancing measures will be maintained for the health of all parties involved.

Sealed proposals, addressed to the Mayor and City Council of the City of Midland, Texas, for the furnishing of materials and labor together with other miscellaneous and appurtenant work will be received at the office of the City Secretary, City Hall, Midland, Texas, until 2:00 p.m. on the 18th day of _August_, 2021, and publicly opened and read aloud at that time.

ATTENTION: The public bid opening will be in the City Council Meeting Chambers in order to enable social distancing by the attendees due to COVID-19.

The Proposed Work provides for the furnishing of materials and labor for _Florida Ave. & Cotton Flat Rd. Water Main Improvements_ together with other miscellaneous and appurtenant work.

ATTENTION: A NON-MANDATORY PRE-BID MEETING TELECONFERENCE will be held at 3:00 p.m. on _Wednesday_, _August 11th_, 2021. In the basement conference room of City Hall, 300 N. Loraine Street, Midland, Texas. Bidders may attend the meeting in person or by calling the number listed below:

TELECONFERENCE CALL IN NUMBER: (866) 528-2256
ACCESS CODE: 4450719

ATTENTION: All questions submitted before or after the Non-Mandatory Pre-Bid Meeting Teleconference must be submitted via email to the following email address:

jferguson@midlandtexas.gov

The deadline for submitting additional questions after the Non-Mandatory Pre-Bid Meeting Teleconference is Noon on Friday, August 13, 2021. Questions submitted before the Noon deadline will be included in the Addendum that will go out that same day along with all discussion items, questions, answers, and any new information resulting from the Non-Mandatory Pre-Bid Meeting Teleconference. Questions submitted after the Noon deadline will not receive any additional information and will instead only be directed to the information already provided.

Bids will be received on a unit price basis.

No Bid may be withdrawn within a period of 60 days after the date fixed for opening Bids.

“FAX” or telephone bids or modifications will not be accepted.

Bid Envelopes shall be plainly marked "Proposal for City of Midland”.

ATTENTION: Information for bidders, proposal forms, specifications, and plans may be obtained by emailing purchasing@midlandtexas.gov.

A bid bond or proposal guaranty is to accompany the bid, thereby guaranteeing the good faith of the bidder and that the bidder will enter into the written contract. The guaranty is to amount to five percent (5%) of the total bid and must be in the form of cash or certified check, issued by a bank satisfactory to the City of Midland, or bid bond. If in the form of cash or certified check, it is expressly understood and agreed that the City of Midland is given the right to retain such as liquidated damages if such bidder withdraws its bid anytime after such bid is opened and before official rejection of such bid, or if successful in securing the awarded thereof, such bidder fails to enter into the contract and furnish satisfactory performance and payment bonds. If a bid bond is submitted, it shall be executed on forms contained in these contract documents by a corporate surety authorized to do business in the State of Texas and acceptable to the City of Midland.

WAIVER OF ATTORNEY FEES

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

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

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

WAIVER

BIDDER’S WAIVER:

BY SUBMITTING A BID, THE BIDDER AGREES TO WAIVE AND DOES HEREBY VOLUNTARILY AND INTENTIONALLY WAIVE, ABANDON AND RELINQUISH ANY CLAIM THE BIDDER HAS OR MAY HAVE IN THE FUTURE AGAINST

THE CITY OF MIDLAND, TEXAS, AND THE CITY'S EMPLOYEES, AGENTS AND OFFICERS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FOLLOWING:

1. **THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY BID;**

2. **WAIVER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE BID DOCUMENTS OR THE CONTRACT DOCUMENTS;**

3. **ACCEPTANCE OR REJECTION OF ANY BIDS; OR**

4. **AWARD OF THE CONTRACT**

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

City of Midland

Amy Turner
City Secretary

Form Revised July 2021

INSTRUCTION AND INFORMATION FOR BIDDERS

1. LOCATION AND EXTENT OF WORK

The work and construction contemplated to be accomplished under this Contract is located in the City of Midland, Texas, and consists of municipal public works projects as set forth in the proposal.

The location and details for the construction and related work are shown upon a set of drawings dated July 12, 2021 and numbered from C-101 (1) through C-603 (13) inclusive. These drawings and plans, together with the specifications, form a part of the Contract. Where figures are shown on the drawings, they shall take precedence over scaled distances and dimensions.

2. TIME AND PLACE OF RECEIVING BIDS

All bids shall be sealed, addressed to the Mayor and City Council of the City of Midland, Texas, and will be received by the City Secretary in her office at City Hall, 300 N. Loraine Street, Midland, Texas, mailing address is P.O. Box 1152, Midland, Texas 79702, until time stated on the Advertisement for Bids.

3. PREPARATION OF BID FORM

Bids shall be submitted only on the forms provided therefore in the Contract Documents, and must not be submitted in letter form or in any other form. They shall be filled out in ink in both script and figures. The Proposal form provided in the Contract Documents sets forth in detail the various items and approximate quantities thereof contained in the Project. Bids submitted in any other form will be considered irregular and will be returned to the Bidder without receiving consideration by the Owner.

All bids must be submitted in sealed envelopes bearing on the outside the name of the Bidder, his address, and the name of the Project for which the bid is submitted. It is the sole responsibility of the Bidder to see that his bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened.

The bid must be signed in the name of the Bidder and must bear the signature in longhand of the persons duly authorized to sign the bid.

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the Contract Documents may result in the Owner's rejection of the bid as not being responsive to the invitation. No oral or telephonic modification of any bid submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the Bidder was placed in the mail prior to the opening of bids.

The bid submitted must not contain any erasures, interlineations or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surnames of the person or persons signing the bid.

4. EXAMINATION OF SITE, DRAWINGS, ETC

Each Bidder is requested to visit the site of the proposed work and fully acquaint himself with the conditions relating to the construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the Plans and the Specifications. The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other document or to visit the site and acquaint himself with conditions there existing shall in no way relieve any Bidder from obligations with respect to his bid or to the Contract. The submission of a bid shall be taken as prima-facie evidence of compliance with this section.

5. WITHDRAWAL OF BIDS

Any Bidder may withdraw his bid, either personally, by written request, or by telegraphic request confirmed in the manner specified above, at any time prior to the scheduled closing time for receipt of bids.

6. AGREEMENT AND BONDS

The successful Bidder will be required to furnish a Performance Bond, and a Payment Bond, in an amount equal to one hundred percent (100%) of the total Contract price, such bond to be executed in five (5) original counterparts by a Corporate Surety authorized to do business in the State of Texas, and acceptable to the City of Midland. All Bonds must be executed on forms contained in these Contract Documents. The form of Agreement which the successful Bidder, and Contractor will be required to execute is also included herewith. The form of Agreement and the form of the Bonds should be carefully examined by the Bidder.

7. INTERPRETATION OF PLANS AND DOCUMENTS

If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the Plans, Specifications, or other Contract Documents or finds discrepancies in, or omissions from the Plans or Specifications, he may submit to the Owner written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by Addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such Contract Documents. The Owner will not be responsible for any other explanations or interpretations of the Contract Documents. No oral interpretations of any provision in the Contract Documents will be made to any Bidder.

8. BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm or corporation shall be allowed to make, or file more than one bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder is not thereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or making a prime proposal.

9. AWARD OF CONTRACT

The Owner reserves the right to reject any or all bids submitted and not make an award. The Owner also reserves the privilege of accepting any item as a separate contract or the combination of items of a contract. The Owner and Bidder agree that, if the Contract is awarded, that it will be awarded to either the lowest responsible bidder/proposer, or to the bidder/proposer who provides goods or services at the best value for the

City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code. Further, the Owner reserves all rights granted by Section 271.027 of the Texas Local Government Code. The Owner reserves the right to award the bid to the lowest responsible bidder.

10. OPENING OF BIDS

Bidders are invited to be present at the opening of the Proposals. All Proposals shall be made and received with the understanding that the Bidder accepts the terms and conditions contained in the Contract Documents.

11. COMPARISON OF BIDS

All bids will be compared on the basis of the Proposal.

12. BID GUARANTY

A Certified Check, Bank Money Order, issued by a bank satisfactory to the Owner, or a Bidder's Bond on the form provided and approved by the City Attorney, in the amount of five percent (5%) of the largest possible lump sum bid submitted, payable without recourse to the Owner, must accompany the Bidder's Proposal, as a guaranty that the Bidder will enter into a Contract and execute the required Performance Bond and Guaranty in the forms provided within fifteen (15) days after notice of award of Contract to him. Bids or Proposals without the required Bid Guaranty will not be considered. All Proposals shall remain in effect for a period of thirty (30) days after date of bid opening.

13. CONTRACT DOCUMENTS

The complete Contract Documents may include the following: (1) Notice to Bidders, (2) Instructions and Information for Bidders, (3) Proposal, (4) Experience Record, (5) Bid Bond, (6) Contract Agreement, (7) Performance Bond, (8) Payment Bond, (9) Insurance Certificate, (10) General Conditions, (11) Special Conditions, (12) Detailed Specifications all of which are bound together, and/or (13) Certificate of Payment. The Contract Documents shall also include Drawings or Detailed Plans for the proposed work. A complete set of the Contract Documents and the detailed plans are on file in the Office of the City Secretary.

14. TIME ELEMENT

The work to be done under this Contract shall be commenced within fifteen (15) days from the date of the notice from the City to the Contractor to commence work. The Contractor shall commence performance of the Contract on the date stated in the City's notice to the Contractor to proceed and shall complete the performance of the Contract without delay.

15. PAYMENTS

Payments to the Contractor will be based upon the prices stated in the proposal and upon basis of the work performed as determined by the Engineer. The Engineer's determination shall be considered as final unless changes are authorized by the City in writing which shall affect the work. Upon issuance of the Certificate of Completion, the Engineer shall proceed to take final measurements and prepare a final statement of the value of all work performed and materials furnished under the terms of the agreement and shall certify same to the Owner who shall pay to the Contractor on or after the 30th day, and before the 35th day, after the date of the

Certificate of Completion, the balance due the Contractor under the terms of this agreement, provided he has fully performed his contractual obligations under the terms of this Contract, and said payment shall become due in any event upon said performance by the Contractor. Notwithstanding any provision of these Contract documents to the contrary, it is expressly understood and agreed by the parties hereto that neither the Certificate of Acceptance, nor the final or any other payment hereunder, nor any partial or total occupancy or possession of the project by the Owner, shall relieve the Contractor of his responsibility for completion of the entire project in a good workmanlike manner and in full compliance with the plans and specifications and the fulfillment of any warranties which may be required in the Contract documents.

Revised July 2021

NOTICE TO BIDDERS

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

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

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

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

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

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

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

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

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

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

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7 Angela Clutter — No conflict of interest with governmental entity — 8.18.21

Signature of vendor doing business with the governmental entity — Date

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

CITY OF MIDLAND

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

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

(1) the lowest bidder; or

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

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

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

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: TEC EXCAVATION, INC.

Local Address (must be within the City limits): 1538 COTTON FLAT ROAD MIDLAND, TX 79706

1. Is the above address the principal place of business for the business named above? ☒ Yes ☐ No
2. How many residents of the City of Midland are employed at the above business location? 35
3. Year your business was established in the City of Midland: 2001
4. If you collect sales tax for ANY class of customer, provide the following Reseller information:

   Reseller Permit Number: _____

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

   _____

   _____

   _____

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

   _____

   _____

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

   ☒ Yes ☐ No

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

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

Authorized Signature: Twyla Clutter Date: 8.18.21

Printed Name and Title: Twyla Clutter Pres.

TECHNICAL SPECIFICATIONS

FOR: Florida Ave. & Cotton Flat Rd. Water Main Improvements

All construction for this project must conform to the City of Midland "STANDARD SPECIFICATIONS" issued by the Engineering Services Department which are herein made a part of these specifications by reference.

The bidder/contractor is to pay particular attention to the following items in the "STANDARD SPECIFICATIONS" for this project.

1) Preparation of Right of Way
2) Excavation, Embankment and Preparation of Subgrade
3) Concrete Curb and Gutter, Sidewalks, Driveways, Valley Gutters, Center Drains and Rip Rap
4) Concrete Structures
5) Flexible Base, Caliche
6) Bituminous Prime
7) Bituminous Tack
8) Hot Mix Asphaltic Concrete
9) Double Course Asphalt Surface Treatment
10) Preparation of Asphaltic Concrete Surface for Overlay or Seal Coat
11) Seal Coat
12) Asphalt –Rubber Seal Coat
13) Polymer Modified Slurry
14) PVC Pipe Casings
15) Water Line Specifications
16) Gravity Flow Sewers for Waste Water and Storm Water

The "STANDARD SPECIFICATIONS" are available from the Department of Engineering Services, City Hall, 300 North Loraine Street, Suite 510, Midland, Texas.

GENERAL CONDITIONS AND PROVISIONS

1. DEFINITIONS

The following terms as used in this contract shall be defined and interpreted as follows:

(a) "Contract" or "This Contract" or "Agreement": The particular Contract executed by the Contractor and the Owner of which these general conditions are integral parts.

(b) "Contractor": The person, firm or corporation to whom this Contract is awarded by the Owner and who is a party thereto.

(c) "Owner", "City", or pronouns instead: The entity that is a party to this Contract, contracting under the official name of the City of Midland, Texas or the City Council of the City of Midland.

(d) The words "as directed", "as required", "as permitted", "acceptable to", "satisfactory", and the words of like import, shall mean that the direction, requirement or permission of the Engineer is intended.

(e) "Engineer": The word "Engineer" used in these specifications or in this Contract means the duly authorized representative or agent of the Owner supervising the performance of the Contract and representing the Owner in his Contractual relations and negotiations with the Contractor during the period of construction. The Engineer will be represented by assistants and inspectors authorized to act for him. On all questions concerning the acceptability of material or equipment, the classifications of material, the execution of the work, conflicting interest of Contractors performing related work and the determination of costs, the decision of the Engineer shall be final, but shall not relieve the Contractor of his responsibility for completion of the entire work in a good and workmanlike manner and in full compliance with the plans and specifications.

Inspectors are required to see that all the provisions of the Contract specifications are faithfully adhered to. Any inspector may, if authorized by the Engineer, stop the work entirely if there is not sufficient quantity of suitable and approved material on the ground to carry it on properly, or for any other good and sufficient cause. Any work done in the absence of an inspector may be ordered opened up for thorough examination, and must be rebuilt or replaced at the Contractors sole expense if found to be deficient or not in accordance with the plans and specifications. But no approval by an inspector shall be construed as an acceptance of defective or improper work or material, which must be rebuilt or properly replaced whenever discovered. Inspectors have not the power to give orders or directions under any possible circumstances, except as herein defined and provided, and on authority of the Engineer

(f) "Subcontractor": Any person, firm or corporation other than an employee of the contractor, supplying, for and under agreement either with the Contractor or any subcontractor of the Contractor, labor or material, or both, at the site of the project in connection with this Contract.

(g) "Project": The structure or improvement to be constructed in whole or in part through the performance of this Contract.

(h) "Work on the Project": Such work as is performed or ordinarily would be performed at the site of the project.

(i) "Surety": Any firm or corporation executing a Surety Bond or Bonds payable to the Owner securing the performance of the Contract either in whole or in part.

(j) Whenever certain articles are specifically mentioned, by brand name or name of the manufacturer, such materials shall be taken as standard and guide for quality, operation, capacity, etc. The term "or equal" shall mean that articles of equal characteristics as required, but of different brand or manufacturer, may be substituted and accepted, subject in all instances to the approval of the Engineer.

(k) "Special Provisions", "Special Conditions", "Project Specific Specification" or "Job Specific Specifications" are included as amendment of and/or additions to the General Conditions and/or Standard Specifications for the particular project in which they are included and will take precedence over the General Conditions and Standard Specifications only in so far as the amendments and/or additions. All other provisions in the General Conditions and/or Standard Specifications will not be affected.

(l) "Drawings" "Contract Drawings", "Plans" "Detail Drawings" "Detail Sheets" or "Plans and Details" refers to the set of drawings which show the details for the construction and related work anticipated on this project and upon which bids are being solicited.

2. CONFLICT OF PROVISIONS

Unless it is specifically provided otherwise, any provision in any other part of this Contract which may be in conflict or inconsistent with any provision in the General Conditions and Provisions shall be void to the extent only of such conflict or inconsistency.

3. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall have charge of and shall be responsible for the entire work under this Contract until its completion and acceptance by the city. A competent superintendent, foreman or other representative, invested with sufficient authority to conduct the work properly, shall be maintained on the work at all times.

It is expressly agreed and understood that no decision of the Engineer or any certificate issued nor payment made to the Contractor nor partial or entire use or occupancy of the work by the Owner, shall be an acceptance of any work or materials not in accordance with this Contract, nor constitute a waiver of the Contractor's responsibility to perform the entire work in a good and workmanlike manner and in accordance with the plans and specifications.

4. TIME ELEMENT

The work shall be commenced and finished within the time set out in the Form of Contract.

The time of completion of this Contract is an essential element and consideration. Since, therefore, time is of the essence thereof, and in the event of delay in the completion of the entire work required hereunder beyond the period prescribed, or beyond the period for which time may be extended by authority of the Owner for good cause shown, the Owner shall be paid damages for such delay. Inasmuch as the amount of such damages is difficult to ascertain, it is hereby stipulated and agreed that such damages shall be liquidated and the Owner shall be paid damages at the rate as set forth in the Special Provisions, said damages to be paid to the Owner for each and every day that the Contractor be in default in completing the entire work required under this Contract. The Owner shall have the right to deduct such amounts from any monies due, or which may become due, under

this Contract. In the event that no amount for such damages is shown in the Special Provisions of these specifications, it is agreed that the amount of damages shall be Five Hundred dollars ($500.00) per day.

If during the progress of the work weather conditions, or other circumstances beyond the control of the Contractor should prevail to the extent that the work cannot be prosecuted and completed within the time specified in the Contract, the Contractor shall file with the Engineer within one week of the occurrence of such delay a request for a credit on the time of completion. Unless the Contractor files such request, the liquidated damages specified above will be enforced.

5. PAYMENT TO CONTRACTOR

ESTIMATED QUANTITIES:

This Contract, including the specifications, plans and estimate, is intended to show clearly all work to be done and material to be furnished hereunder. Where the estimated quantities are shown for the various classes of work to be done and material to be furnished under this Contract, they are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under this Contract may differ somewhat from these estimates, and that where the basis for payment under this Contract is the unit price method, payment shall be for the actual amount of such work done and the material furnished.

Where payment is based on the unit price method, the Contractor agrees that he will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this Contract and the estimated quantities contemplated and contained in the proposal provided, however, that in case the actual quantity of any major item should become as much as twenty percent (20%) more than, or twenty percent (20%) less than the estimated or contemplated quantity for such items, then either party of this agreement, upon demand, shall be entitled to a revised consideration upon the portion of the work above or below twenty percent (20%) of the estimated quantity.

A "Major Item" shall be construed to be any individual item incurred in the proposal that has a total cost equal to or greater than five percent (5%) of the total Contract cost, computed on the basis of the proposal quantities and the Contract unit price.

Any revised consideration is to be determined by agreement between the parties, otherwise by the terms of this Contract, as provided under "Extra Work".

PAYMENT; RETAINAGE:

On or before the 1st day of each month the Contractor shall prepare an itemized statement showing the total value of the work completed by the Contractor up to and including the 25th day of the preceding month; said statement shall also include the value of all sound materials delivered on the site of the work that are to be fabricated into the work. NO ESTIMATE WILL BE MADE ON UNCOMPLETED PORTIONS OF THE WORK.

After all work is completed by Contractor, including all Change Orders altering the original scope and amount of the contract are completed, and the City has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, the City may thereafter issue payment to Contractor in the amount of the contract and all Change Orders. The City shall be the final judge of when the

work is completed by Contractor. The City, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to the City's requirements.

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

FINAL COMPLETION AND ACCEPTANCE:

Within ten (10) days after the Contractor has given the Engineer written notice that the work has been completed, or substantially completed, the Engineer and the Owner shall inspect the work and within said time, if the work be found to be completed or substantially completed in accordance with the Contract documents, the Engineer shall issue to the Owner and the Contractor his Certificate of Completion.

FINAL PAYMENT:

Upon the issuance of the Certificate of Completion, the Engineer shall proceed to make final measurements and prepare final statement of the value of all work performed and materials furnished under the terms of the Contract and shall certify same to the Owner, who shall pay to the Contractor the balance due the Contractor under the terms of this Contract, provided he has fully performed his obligations under the terms of this Contract. Notwithstanding any provision of these Contract Documents to the contrary, it is expressly understood and agreed by the parties hereto that neither the certificate of acceptance, nor the final or any other payment hereunder, nor any partial or total occupancy or possession of the project by the Owner, shall relieve the Contractor of his responsibility for completion of the entire project in a good and workmanlike manner and a full compliance with the plans and specifications and the fulfillment of any warranties which may be required in the Contract Documents.

6. OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF

In addition to the amount which the Owner may otherwise retain under the Contract, the Owner may withhold a sufficient amount or amounts of any payment or payment otherwise due to the Contractor, as in this judgment may be necessary to cover:

(a) Payments which may be past due and payable for just claims against the Contractor or any subcontractor for labor or materials furnished for the performance of this Contract.

(b) For defective work not remedied.

(c) For failure of the Contractor to make proper payments to his subcontractors.

7. CERTIFICATE OF PAYMENT

Contractor shall, prior to issuance of final payment pursuant to the terms herein stated, provide proof satisfactory to the owner that all debts, bills and expenses incurred by the Contractor, his agents, employees or subcontractors employed by him, for labor, wages, materials and other purposes, in the furtherance of this

project, have been paid and satisfied in full. Satisfactory proof shall consist of an executed Certificate of Payment.

8. EXTRA, ADDITIONAL OR OMITTED WORK PAYMENT

The Owner, upon proper action by its governing body, may require changes in this Contract, or additions to, or deductions from the work to be performed or the materials to be furnished pursuant to this Contract. No employee, agent or representative of the Owner, with the exception of the governing body authorized to award this Contract, has any power to approve any change in this Contract and it is the responsibility of the Contractor before proceeding with any change to satisfy himself that the change has been properly authorized on behalf of the Owner. No charge for any extra work or other change in the Contract will be allowed unless the extra work or change has been authorized in writing by the Owner, or its duly authorized representative, and the price therefore is stated in such written authority.

Adjustments, if any, in the amounts to be paid the Contractor where such adjustments are made by reason of additions to or deductions from the quantities of units or items bid upon in the proposal schedules, shall be paid for in accordance with the provisions of the Specifications, at the unit and/or lump sum prices bid in such proposal schedules.

Adjustments, if any, in the amounts to be paid the Contractor where such adjustments are made by reason of additions of items not appearing in the proposal schedules, or addition of work of such a nature that unit and/or lumps sum prices contained in the proposal schedules cannot reasonably or equitably be applied to provide proper payment therefore, the payment to the Contractor for such work shall be determined by one or more of the following methods:

(a) By an acceptable lump sum proposal from the Contractor.

(b) By unit prices contained in the Contractor's proposal and incorporated in the Contract or fixed by subsequent agreement between the Owner and the Contractor.

(c) By a cost method pursuant to which the Contractor shall be paid the costs of the change or addition. He shall be required to keep and present in such form as the Owner may direct, a correct account of the cost of the change or addition, together with all vouchers therefore. The cost may include an allowance for overhead and profit not to exceed fifteen percent (15%) of the net cost.

In computing the cost, there shall be considered reasonable and proper net expenditures for labor, materials, power tools and equipment, pro rata charges for foremen, deductions for social security, old age and unemployment benefits and workmen's compensation insurance and surety bond premium. In computing cost of machinery and equipment involved in additional work, the amount to be paid shall be not more than one hundred percent (100%) of the latest schedule of "Equipment Ownership Expense" adopted by Associated General Contractors of America. No overhead and profit shall be allowed on the deductions for Social Security, old age and unemployment benefits. All other expenditures shall be treated as overhead costs.

No extra work shall be performed or change made unless in pursuance of a written order from the Owner stating that the extra work or change is authorized and no claim for an addition to the Contract sum shall be valid unless so ordered; provided, however, that nothing in this Article shall excuse the Contractor from proceeding with the prosecution of the work so changed.

The Contractor shall, when required by the Owner, furnish an itemized breakdown of the quantities and prices used in computing the value of any change, addition or deduction that might be ordered.

If the Contractor should claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation obligated or may obligate the Owner to pay additional compensation to the Contract, or constitutes a waiver of any provision in the Contract, he shall notify the Owner in writing of such claim within ten (10) days from the date he has actual or constructive notice of the factual basis supporting the claim. The Contractor's failure to notify the Owner within such ten (10) days period shall be deemed a waiver and relinquishment of any such claim against the Owner. The procedure for consideration of such claims shall be as stated in this Article.

9. ASSIGNMENT OF CONTRACT

The Contractor shall not assign this Contract or any part thereof, nor any monies due or to become due thereunder without the prior written consent of the Owner. No assignment of this Contract shall be valid unless it shall contain a provision that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or material supplied for performance of the work called for under this Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

10. SUBCONTRACTORS

Specialty subcontractors may be utilized for the performance of such parts of the work under this Contract as, under normal practices, are performed by Specialty subcontractors, unless the Owner determines that the Contractor has heretofore customarily performed such specialty work with his own organization and is equipped to do so, or unless the Owner determines that performance of the specialty work by Specialty subcontractors will result in increased costs or inordinate delays.

The Contractor shall not subcontract any work to be performed or any materials to be furnished in the performance of this Contract without the prior written consent of the Owner. If the Contractor shall subcontract any part of this Contract, the Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractor and of the persons either directly or indirectly employed by the subcontractor as he is for the acts and omissions of persons directly employed by himself. Nothing contained in this Contract shall create any Contractual relations between any subcontractor and the Owner. The Contractor shall ensure that the sub contractor has the insurance coverage required by this contract.

The Owner's consent to or approval of any subcontract under this Contract shall not in any way relieve the Contractor of his obligations under this Contract and no such consent or approval shall be deemed to waive any provisions of this Contract.

11. SUSPENSION OF WORK

Pending settlement of disputes on any point of controversy, the Engineer may suspend action on all or any part of the work. The Contractor shall not be entitled to any claim for loss or damage by reason of such, nor shall he be entitled to extension of time, although such extension of time may be granted by the Engineer if he deems it in the interest of the work.

12. RIGHT OF OWNER TO TERMINATE CONTRACT

If, in the opinion of the Engineer, the Contractor shall be improperly performing the work under this Contract, or shall neglect or refuse to take out or rebuild such work as shall have been rejected by the Engineer as being defective or unsuitable, or if, any time, the Engineer shall be of the opinion that the work is unnecessarily delayed and will not be finished within the prescribed time, or if the Contractor shall abandon the work, or shall neglect or refuse to comply with the instructions of the Engineer relative thereto, or shall fail in any manner to comply with the Specifications or Stipulations herein contained, the Engineer shall notify the Contractor to that effect in writing, and if the Contractor shall not within five (5) days thereafter take such measures as will, in the judgment of the Engineer, insure the satisfactory performance or construction of the work, the City may annul and cancel the Contract, in which event it shall notify the Contractor to discontinue all work under this Contract, and the Contractor shall immediately respect such notice and stop work and cease to have any rights to the possession of the ground and shall forfeit his Contract. Such annulment shall not entitle the Contractor to any claim for damages on account thereof, nor shall it affect the right of the City of Midland to recover damages on account of such failure. The City Council may thereupon advertise and re-let a new Contract for the uncompleted work without further ordinance, in the same manner as was followed in the letting of this Contract, and any excess of cost arising there from over and above what would have resulted from the prices set forth in this Contract will be charged against the Contractor and his surety or sureties hereto, who shall be liable therefore.

13. RIGHT OF CONTRACTOR TO TERMINATE CONTRACT

If the work should be stopped under an order of any court or other public authority for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by him, or if the City should fail to make payment to the Contractor within thirty (30) days after such payment is due, as set out in the Contract, then the Contractor may, upon seven (7) days written notice to the City and the Engineer, stop work or terminate his Contract and recover from the City payment for all work executed and for any loss sustained upon any plant or materials and reasonable profit and damages.

14. INCIDENTAL WORK

Any and all minor details of the work not specifically mentioned in the Specifications but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of and included with the work for which the prices are named in the Contract Documents. The Contractor will not be entitled to any extra or additional compensation therefore, unless specifically stated otherwise.

15. PERMITS – COMPLIANCE WITH LAW

The Contractor shall, at his expense, obtain all permits and licenses necessary for the performance of this Contract, and give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations governing the Contractor's performance of the Contract.

Portions of this contract qualify for exemption pursuant to the provisions of the Texas Limited Sales, Excise and Use Tax Act. The Contractor shall obtain a sales tax exemption certificate from the City. All labor performed on the project and all materials incorporated into the project qualify for such tax exemption. However, equipment and parts for equipment purchased to be used on the project, but are not incorporated into the project; do not qualify for said tax exemption. Contractor shall issue a resale certificate in lieu of paying such sales tax for all

materials incorporated into the project. Further Contractor shall separate the charges for materials incorporated into the project from the charges for labor.

16. INSPECTION BY OWNER

The Owner and its representatives shall at all times have access to all parts of the work and to the shops wherein the work is in preparation for the purpose of inspection, and the Contractor shall at all times maintain proper facilities and provide safe access for such inspection.

The Owner shall have the right to reject materials and workmanship which are defective, or to require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the Owner. If the Contractor does not correct such rejected work within a reasonable time, fixed by written notice, the Owner may correct same and charge the expense to the Contractor. No inspector shall have the power to waive the obligation resting upon the Contractor to furnish good material or do work as herein prescribed, and any failure or omission of any inspector or the Engineer to condemn any defective material or work shall not release the Contractor from the obligation to at once tear out, remove and properly rebuild the same at any time upon discovery of the defect and upon receipt of notice of the Engineer to do so.

Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out any portion thereof, the Contractor shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any respect due to the fault of the Contractor or his subcontractor, he shall defray all the expenses of such examinations and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the additional cost of labor and materials necessarily involved in such examination and replacement, plus fifteen percent (15%) for overhead and profit, shall be allowed the Contractor.

Where the Specifications require work to be specifically tested or approved, it shall not be tested or covered up without timely notice to the Owner of its readiness for inspection and without the approval or consent thereto by the Owner. Should any such work be covered up without such notice, approval or consent, it must, if required by the Owner, be uncovered for examination at the Contractor's expense.

17. PATENTS

The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including all costs and legal expenses, for or on account of, any patented or unpatented invention, process, article or appliance, manufactured for or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract.

18. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

The Contractor must ascertain to his own satisfaction the scope of the project and the nature of any other Contracts that have been or may be awarded by the Owner in the prosecution of the project to the end that the Contractor may perform this Contract in the light of such other Contract, if any.

Nothing herein contained shall be interpreted as granting the Contractor exclusive occupancy of the site of the project. The Contractor shall not cause any unnecessary hindrance or delay to any other Contractor working on the project. If the performance of any Contract for the project is likely to be interfered with by the simultaneous execution of some other Contract or Contracts, the Owner shall decide which Contractor shall cease work temporarily and which shall continue, or whether the work under the Contracts can be coordinated so that the Contractors may proceed simultaneously. The Owner shall not be responsible for any damages suffered or extra costs incurred by the Contractor, resulting directly or indirectly from the award or performance or attempted performance of any other Contract or Contracts on the project, or caused by any decision or omission of the Owner respective to the order of precedence in the performance of Contracts.

19. NOTICE AND SERVICE THEREOF

Any notice from one party to another under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner; namely, if the notice is given to the Owner, (a) by personal delivery thereof to the individual duly authorized to direct and supervise the project of the Owner, or (b) by depositing the same in the United States Mail, enclosed in a sealed envelope, addressed to the City of Midland, 300 North Loraine Street, Midland, Texas, 79701, postage prepaid and certified; or if the notice is given to the contractor (a) by personal delivery thereof to the project superintendent or other person authorized to act for the contractor, or (b) by depositing the same in the United States Mail, enclosed in a sealed envelope, addressed to the Contractor at his regular place of business or at such other address as may have been established for the conduct of the work under this Contract, postage prepaid and certified; or (c) if the notice is given to the Surety or any other person by personal delivery to such Surety or other person, or by depositing the same in the United States Mail, enclosed in a sealed envelope addressed to such Surety or other person, at the address of such surety or other person last communicated by him to the party giving the notice, postage prepaid and certified.

20. QUALITY OF MATERIALS AND WORKMANSHIP

It is the intention of this Contract to have only first class materials and the best workmanship throughout, and the methods and appliances adopted by the Contractor must be such as will secure a satisfactory quality of work and will enable him to complete the work in the time agreed upon. If at any time such methods and appliances appear inadequate, the Engineer may order the Contractor to improve their character or increase their efficiency, and the Contractor must conform to such order; but the failure of the Engineer to order such improvement of methods or increase of efficiency will not relieve the Contractor from his obligations to perform good work or finish it in the time agreed upon. The Contractor shall submit samples or specimens of any and all materials proposed to be used in the work when required to do so by the Engineer. All materials must be of specified quality and fully equal to approved samples. All work must be done and completed in a thorough and workmanlike manner. All materials furnished and all work done must be satisfactory to the Engineer and will be subject to rigid inspection, and if not in accordance with the Specifications in the opinion of the Engineer, shall be made to conform thereto.

It is understood that except as otherwise specifically stated in the Contract, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence of temporary

construction of every nature, and all other services and facilities required for the completion of the Contract within the specified time.

21. SPECIAL METHODS

The Engineer may consent to special methods for carrying out the work in difficult cases, but the Contractor will not be relieved of responsibility for the result. The Contractor shall be responsible for the result of all work performed by him whether directed by the Engineer or not.

22. REMOVAL OR REPLACEMENT OF WORK DONE WITHOUT LINES OR GRADES

Any work done without lines or grades given by the Engineer or under his direction or without the supervision of an inspector, may be ordered removed and replaced by the Engineer at the Contractor's expense.

23. COVERING WORK

No work shall be covered until it has been examined and approved by the Engineer.

24. UNFAVORABLE WEATHER

During unfavorable weather and other adverse conditions, only such portions of the work may be done which will not be damaged thereby, unless by special means or precautions approved by the Engineer.

25. ALL WORK SUBJECT TO FINAL INSPECTION

Failure to neglect on the part of the Engineer or his inspectors to condemn or reject bad or inferior work or materials shall not be construed to imply his acceptance of such work or materials if it becomes evident at any time prior to the final acceptance of the work and the release of the Contractor.

26. PUBLIC CONVENIENCE

When materials for construction are brought on the work site they shall be neatly piled so as to cause as little obstruction to travel as possible, and so that they may be conveniently inspected.

No material or other obstruction shall be placed within five (5) feet of fire hydrants, which must at all times be readily accessible to the fire department, nor shall any material be piled within two (2) feet of any trees.

The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the Contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion, and final acceptance by the Owner.

The Contractor shall provide such heat, covering and enclosures as are necessary to protect all work and materials against damage by weather conditions.

The Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavement, utilities, adjoining property, and structures, and avoid damage thereto, and he shall at his own expense completely repair any damage thereto caused by his operations.

If required by the Engineer, the Contractor shall shore up, brace, underpin, and protect as may be necessary, all foundations, and other parts of all existing structures adjacent and adjoining the site of the Project, which are in any way affected by the excavations or other operations connected with the completion of the work under this Contract. Whenever any notice is required to be given by the Owner or the Contractor to any adjoining or adjacent landowner or other party before commencement of any work under this Contract, such notice shall be given by the Contractor. The Contractor shall indemnify the Owner and save it harmless from any damages on account of settlement or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Owner may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

During the progress of the work the convenience of the public and of the residents along streets must be provided as far as practicable. Convenient access to driveways, houses and buildings along streets must be maintained whenever possible.

Temporary approaches and crossings of streets and sidewalks must be provided and kept in good condition whenever practicable.

The Contractor shall provide and maintain such fences, barriers, "Street Closed" signs, red lights and watchmen as may be necessary to prevent avoidable accidents to residents and to the public.

The Contractor alone shall be held responsible for all injuries to persons, and for all damages to property of the City or others, caused by or resulting from the negligence of himself, his employees or agents during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. He must restore all injured public or private property to a condition as good as it was when he entered upon the work, purchasing new materials to replace all that which is injured or destroyed during the course of the work.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner is authorized to act at his discretion to prevent such threatened loss or injury and he shall so act.

27. TRAFFIC CONTROL

It is the policy of the City of Midland to keep at least two travel lanes open to traffic at all times and where possible to have three travel lanes between 7:30 a.m. and 9:00 a.m. and 4 p.m. and 6 p.m. (Two (2) lanes in the direction of peak travel).

At least 48 hours before beginning work the contractor shall present a traffic control and/or barricade plan prepared as per the approved Barricading Standards to the Traffic Engineering Division for review and approval. When approved and barricades are in place, they shall be inspected by the Traffic Engineering Division prior to beginning work.

Traffic control signs, such as stop signs, yield signs, etc., are placed in various intersections for the safety and protection of the traveling public. The contractor shall not move, alter or damage said signs for any reason. If said signs must be removed for construction purposes, contractor shall notify the City of Midland, Traffic Division Operations Superintendent at least 48 hours (not including weekends) before construction activities are scheduled to begin. All construction barricading, warning signs, and other construction traffic control devices shall be in place and shall be in accordance with the Texas Manual on Uniform Traffic Control Devices and approved Barricading Standards included in plans before traffic signs can be removed. The contractor shall notify the Traffic Division Operations Superintendent at least 72 hours (not including weekends) before

scheduled removal of construction barricades, warning signs, and traffic control devices. But in all cases the contractor shall not remove said barricades, warning signs, and traffic control devices until the City of Midland's Traffic Department has replaced stop signs, yield signs, etc., in their proper location. The Contractor shall notify Traffic Engineering Division at least 24 hours in advance of any Traffic Signal modification due to construction (i.e. eliminating left turn phases). Notice shall also be given to the Traffic Engineering Division at least 24 hours prior to removing barricades at signalized intersections.

28. PROTECTION OF NEW WORK

All new work shall be carefully protected by the Contractor, and any work injured from any cause before the completion of the whole project must be rebuilt by the Contractor at his own expense.

29. MONUMENTS OR STAKES

The Contractor must carefully protect from disturbance or injury all monuments, stakes and bench marks, of City County, State or Federal Government and shall not excavate nearer than five (5) feet to any of them without the permission of the Engineer, or until they have been removed, witnessed or otherwise disposed of by the Engineer.

30. USE OF COMPLETED PORTIONS

The City shall have the right to take possession of and use any completed or partially completed portions of the work notwithstanding the time for completing the entire work on such portions may not have expired; but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of, or delays the work, the Contractor shall be entitled to such extra compensation or extension of time, or both as the Engineer may determine.

The Owner, in taking possession of completed portions, shall agree to accept the decision of the Engineer on matters relating to responsibility for damages that may occur to any portions of the work during the period of possession preceding acceptance and final payment.

31. USE OF PREMISES

The Contractor shall confine his apparatus, storage of materials and construction operations to such limits as may be directed by the Owner, and shall not unreasonably encumber the premises with his materials.

The Contractor shall enforce any instructions of the Owner regarding advertising, fires, danger signals, barricades and smoking, and shall require all persons employed on the work to comply with all building, post or institutional regulations while on the premises.

32. SAFETY RESTRICTIONS

The following procedures will be followed regarding the subject item on this contract:

A warning sign painted yellow with black letters that are legible at twelve feet shall be placed inside and outside vehicles such as cranes, cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

"WARNING - UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES."

Equipment that may be operated within ten feet of high voltage lines shall have an insulating cage type of guard about the boom or arm, except back hoes or dippers, and insulator links on the lift hook connections.

When necessary to work within six feet of high voltage electric lines, notification shall be given to the power company who will erect temporary mechanical barriers, de – energize the line, or raise or lower the line. The notifying department

The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense.

No person shall work within six feet of high voltage line without precautions having been taken and protection provided as outlined in Paragraph (3) above.

33. INSURANCE REQUIREMENTS AND WORKERS COMPENSATION

INSURANCE REQUIREMENTS

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

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

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

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

work that is the subject of this Contract. This insurance shall name the City as an additional insured and waive subrogation in favor of the City.

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

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

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

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

The Contractor certifies that the certificate of insurance provided as required herein complies with the requirements of Senate Bill 425, passed during the 82nd regular session of the Texas Legislature, and effective January 1, 2012. The Contractor shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of the Contractor.

34. INDEMNIFICATION

INDEMNITY: THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE OWNER AND ALL OF THE OWNER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF THE CONTRACTOR, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS

CONTRACT, AND CONTRACTOR WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE OWNER OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

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

THE CONTRACTOR AGREES THAT HE WILL INDEMNIFY AND SAVE THE OWNER HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, INCLUDING COMMISSARY INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN OWNER SO DESIRES, THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. THE CONTRACTOR, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE OWNER AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF THE CONTRACTOR OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE OWNER OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES.

35. RELEASE

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

36. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Owner; that Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondent superior shall not apply as between Owner and Contractor, its officers, agents, employees, contractors and subcontractors; and

that nothing herein shall be construed as creating a partnership or joint enterprise between Owner and Contractor. No person performing any of the work and services described hereunder by Contractor shall be considered an officer, agent, servant or employee of the Owner. Further, it is specifically understood and agreed that nothing in this Contract is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Contractor shall be an independent contractor under this Contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. The Owner does not have the power to direct the order in which the work is done. The Owner shall not have the right to control the means, methods or details of the Contractor's work. Contractor shall assume exclusive responsibility for the work. Contractor is entirely free to do the work in its own way.

37. QUALIFICATIONS FOR EMPLOYMENT

Preference shall be given to qualified local residents in the employment of laborers and mechanics for work on the Project under this Contract. No person under the age of sixteen (16) years shall be employed on the project under this Contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health or safety of others shall be employed on the Project under this Contract: Provided, that this shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform. No person currently serving sentence in a penal or correctional institution and no inmate of an institution for mentally defective shall be employed on the project under this contract.

38. PAYROLLS OF CONTRACTOR AND SUBCONTRACTORS

The Contractor and each of his subcontractors shall prepare payrolls for the workers on the Project. Not later than the seventh (7th) day following the payment of wages, the Contractor shall transmit to the Owner, if requested, a certified legible copy and two confirmed copies of such payroll.

Such copies of payrolls shall be accompanied by substantial proof that all bills for services rendered and materials supplied have been duly paid and by such other data as the Owner may require.

39. POSTING WAGE RATES

The Contractor shall post at appropriate conspicuous points at the site of the Project a schedule showing the wage rates for the various classes of laborers and mechanics to be engaged in work on the Project under this Contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

40. PAYMENT OF EMPLOYEES

The Contractor shall post at appropriate conspicuous points at the site of the Project a schedule showing the wage rates for the various classes of laborers and mechanics to be engaged in work on the Project under this Contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

41. WAGE UNDERPAYMENT AND ADJUSTMENTS

The Contractor agrees that, in case of underpayment of wages to any worker on the project under this Contract by the Contractor or any subcontractor, the Owner shall withhold from the Contractor out of payments due, an amount sufficient to pay such worker the difference between the wages required to be paid under this Contract and the wages actually paid such worker for the total number of hours worked and that the Owner may disburse such amount so withheld by it for and on account of the Contractor to the employee to whom such amount is due. The Contractor further agrees that the amounts to be withheld pursuant to this Article may be in addition to other amounts that may be retained by the Owner pursuant to other provisions of this Contract.

42. COMPUTATION OF WAGES ON 8 – HOUR DAY

The wages of each laborer and mechanic engaged in work on the project under this Contract shall be computed on a basis of eight (8) hours per day, eight (8) hours continuous employment except for lunch periods, constituting a day's work.

Legal holiday work shall be paid for at the regular governing per diem wage rates.

Work in excess of 40 hours per week shall be paid for at 1 ½ times the basic rate of pay.

43. OVERTIME WORK AND WORK ON SUNDAYS AND LEGAL HOLIDAYS

The Contractor will not be permitted to work on Sundays or legal holidays except in an emergency and then only upon written permission of the Engineer.

Any work necessary to be performed after regular working hours and when permitted on Sundays or legal holidays, shall be performed without additional expense to the Owner.

No work on any Contract item will be permitted before daylight or later than one hour after sundown.

44. CONTRACT SECURITY

The Contractor shall furnish a performance bond and payment bond in an amount equal to one hundred percent (l00%) of the amount of the Contract as security for the faithful performance of the Contract, including the payment of all persons performing labor on the project and furnishing of materials in connection with this Contract. All Bonds must be executed in five (5) original counterparts by a corporate surety authorized to do business in the State of Texas. Bonds executed by individuals or any other than recognized and authorized corporate surety companies will not be acceptable.

45. DELAYS

The Contractor shall receive no compensation for delays or hindrances to the work, except when, in the judgment of the Engineer, direct or unavoidable extra cost to the Contractor is caused by such hindrances or delays. When such extra compensation is claimed, a written statement thereof shall be presented by the Contractor, as provided in Paragraph 18 hereof. Such claim, if found correct, will be approved, and the decision of the Engineer whether extra cost has been incurred and the amount thereof, shall be final. If delays are caused by specific orders to stop work, given by the Engineer, or by the performance of extra work, or by unforeseen causes beyond the control of the Contractor, or by the failure of the Owner to provide materials or necessary instructions for carrying on the work, or to provide the necessary right-of-way or site for installation,

then delay will entitle the Contractor to an equivalent extension of time. Application for extension of time must be approved by the Owner and, shall not release the Sureties from their obligations, which shall remain in full force until the discharge of the Contract.

LATE COMPLETION; LIQUIDATED DAMAGES:

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

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

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

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

a. To any preference, priority or allocation order duly issued by the Government;

b. To unforeseeable cause beyond the control and without the fault or negligence of Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the City, acts of another contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and

c. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

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

CONTRACTOR AGREES THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES MAY BE RECOVERED BY THE CITY FROM RETAINAGE HELD BY THE CITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, CONTRACTOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING FROM THE CITY WITHHOLDING PAYMENT FROM CONTRACTOR AS LIQUIDATED DAMAGES FOR CONTRACTOR'S FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED HEREIN, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

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

46. ERRORS AND OMISSIONS

The Contractor will not be permitted to take advantage of any error or omission in these specifications. Suitable instructions will be given by the Engineer when such error or omission is discovered.

47. SPECIFICATIONS AND DRAWINGS

The Contractor shall keep on the work a copy of the Specifications and Drawings, and shall at all times give the Engineer access thereto. Any drawings or plans listed in the detailed specifications shall be regarded as part thereof and of the Contract. Anything mentioned in these specifications and not mentioned or shown in the drawings, or shown in the drawings and not mentioned in these specifications, shall be done as though shown or mentioned in both. The Engineer will furnish from time to time, such detailed drawings, plans, profiles and information as he may consider necessary for the Contractor's guidance.

In the event of any discrepancy between the plans and these specifications, the decisions of the Engineer will be decisive thereon. The written dimensions on the plans are to be taken as correct, but the Contractor is required to check carefully all dimensions before beginning work thereon. Should any errors or omissions be discovered, the Engineer's attention shall be called to the same, and the proper corrections made. All notes on the plans shall be carefully observed by the Contractor and are a part of the Contract.

48. CONSTRUCTION STAKING

The Engineer will furnish a complete set of plans and profiles and set control stakes at fifty foot (50') intervals along the entire length of the project and at such control points he deems necessary for proper execution of the work. The Contractor will thereafter be required to lay out the work accurately and furnish at his own expense, all lines, levels, and dimensions necessary to the proper and correct execution of the entire work and be responsible for any errors resulting from his own work.

The Contractor shall give the Engineer at least 36 hours notice in writing before requiring stakes to be set on any new portion of the work, and he shall state clearly in such notice the exact locality or localities where such stakes are needed for immediate use.

The Contractor must satisfy himself, before commencing work, as to the meaning or correctness of all stakes or marks, and no claim will be entertained by the Owner for or on account of any alleged inaccuracies, or for the alterations subsequently rendered necessary on account of such alleged inaccuracies unless the Contractor notifies the Engineer thereof in writing before commencing to work thereon.

The Contractor will at all times conduct the work in such a manner as to prevent damage to construction stakes set by the Engineer. When construction stakes are damaged to such extent that they must be reset, as a result of carelessness or negligence on the part of the Contractor or his workmen, the costs thereof shall be kept by the Engineer and shall be deducted from the moneys due or to become due the Contractor under the terms of his contract.

Benchmark and survey stakes shall be preserved by the Contractor, and in case of their destruction or removal by him or his employees, they will be replaced by the Engineer at the Contractor's expense.

49. SANITATION

The Contractor shall provide suitable drinking water receptacles or containers equipped with dust-tight covers and spigots or faucets. A supply of sanitary paper drinking cups shall be kept on hand for general use near the drinking water containers. The use of common drinking cups or tin cups will not be permitted.

The Contractor shall furnish "Porta-Johns" or other approved sanitary facilities for use by all workers on the Project. Such facilities shall be placed and kept in close proximity of the site where work is being performed. Such facilities shall be properly serviced and maintained.

The Engineer may establish such other sanitary rules and regulations as may seem necessary and desirable to the safe prosecution of the work, such rules and regulations to apply to all forces employed under this Contract, and if, the Contractor fails to observe and enforce these rules, the Engineer may enforce them at the expense of the Contractor.

50. WATER FOR CONSTRUCTION

The Contractor may obtain all water necessary for construction purposes from the Municipal Waterworks System at the regular customer service rate, but the Contractor must make all necessary arrangements with the Director of Utilities for necessary connections and meters. The Contractor must make his own provisions and provide such equipment as is necessary for conveying water from point of service to point of use. No extra compensation will be allowed and the Contractor shall anticipate the expense connected herewith and absorb said expense in the prices bid for the various bid items.

51. SEQUENCE AND SPEED OF WORK

The Engineer shall direct the order and sequence of the work. If at any time before the commencement or during the progress of the work, the materials and appliances used appear to the Engineer as insufficient and improper for securing the quality of work required or the required rate of progress, he may order the Contractor to increase their efficiency or to improve their character and the Contractor shall conform to such order. The

failure of the Engineer to demand any increase of such efficiency or improvement shall not release the Contractor from his obligations to secure the quality of work or the rate of progress specified.

52. INSPECTION AND TESTING OF MATERIAL

The sampling and testing of materials used or proposed to be used in the construction of this project will be made by the Engineer, his designated representative or certified testing laboratory personnel in accordance with methods prescribed by the American Society of Testing Materials and/or the American Association of State Highway Officials, with subsequent approved revisions made prior to the date of the Proposal. The selection of the method of test shall be designated by the Engineer. The Contractor shall bear the cost of all tests required before a material or a method is approved for use on the job, unless the Owner specifically agrees to bear the cost of these tests.

All tests required by the Owner after materials and/or methods have been approved and after they have been incorporated or used in the job will be paid for by the Owner, except if the Owner's tests reveal non-conformance with the specifications, subsequent tests on that part of the work required to determine if the replaced or reworked material meets the specifications, will be paid for by the Contractor. The City will pay only one time for any required testing.

The following is a summary of test required for the approval of materials or methods:

Material	**Test**
Subgrade	Maximum density, optimum moisture
Caliche Base:	Maximum density, optimum moisture, hardness, gradation, liquid limit, plasticity index, Texas Triaxial Classification
Aggregates for hot-mix:	Gradation, unit weight, abrasion, soundness, liquid limit, plasticity index, density
Asphalt, emulsions and tars:	Certified plant test and certificates of compliance with each shipment
Hot- Mix asphaltic concrete:	Design mix, swell test, stripping test
Portland cement concrete pavement:	Design mix with test cylinders

Any materials shipped by the Contractor from the factory prior to having satisfactorily passed such testing and inspection by the Owner's representative or prior to the receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated in the work.

The Owner may, at its discretion, approve materials and/or methods for use on this project without testing when they are from sources previously tested and approved for City of Midland projects.

53. CONSTRUCTION SCHEDULE

It shall be the responsibility of the Contractor to furnish the Construction Engineer prior to construction a schedule out – lining the anticipated time each phase of construction will begin and be completed, including sufficient time being allowed for clean – up.

54. PROFILES AND ELEVATIONS

Profiles and elevations of the ground are shown on the plans hereto attached. These profiles and elevations are believed to be reasonably correct, but are not guaranteed to be absolutely so, and are represented only as an approximation. Elevations are referred to datum given by the Engineer.

55. CLEANUP

During the progress of the work, the Contractor shall maintain the work area in a reasonably clean and safe condition. Dirt, debris, excess excavation and other objectionable materials shall be removed from the site and disposed of on a daily basis.

After completion of all the work contemplated to be done in accordance with the detailed plans and these specifications, the premises and area along the entire line of the work shall be thoroughly cleaned up and all remaining structural materials, excess or surplus excavation and debris of any nature shall be removed and disposed of in a satisfactory manner and as directed by the Engineer. The site of all work shall appear neat and finished. All portions of the project when completed shall be ready for use or occupancy.

No compensation or payment shall be made for any cleanup work. The price for such cleanup work shall be absorbed in the items covered in the proposal.

56. GUARANTEE

The contractor shall and hereby does guarantee: (1) all work performed by him directly and all work performed by his subcontractors; (2) that all material specified; and (3) that any defect due to improper workmanship or material discovered and made known to him within one year (1) f the date of final acceptance of the improvements shall be repaired, replaced, corrected or otherwise made good by him without additional expense to the Owner. The Contractor shall, in case of work performed by his subcontractors and where guarantees are required, secure guarantees from said subcontractors and deliver copies of same to the Engineer upon completion of the work.

57. WAIVER OF ATTORNEY FEES:

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

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

THE OWNER AND THE CONTRACTOR. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

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

58. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Contract shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Contract or the performance of this Contract shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Contract shall be deemed to have occurred in Midland County, Texas. This Contract shall be governed by, interpreted, enforced and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way that would direct application of the laws of another jurisdiction.

59. SOVEREIGN IMMUNITY

By executing this Contract, the City is not waiving its right of sovereign immunity. The City is retaining its immunity from suit. The City is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

60. NO THIRD – PARTY BENEFICIARY

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

61. NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES

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

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

62. ASSIGNMENT

Contractor shall not, either directly or indirectly, assign all or any part of this contract or any interest, right or privilege herein, without the prior written consent of the owner. The issue on whether or not to grant consent to an assignment is in the sole discretion of the owner.

63. FEDERAL WAGE REQUIREMENTS

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

64. PROMPT PAY ACT

The owner and contractor agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

65. OTHER FEDERAL REQUIREMENTS

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

Updated July 2021

SPECIAL PROVISIONS

ATTENTION: All Bidders are directed to pay special attention to the NOTICE TO BIDDERS section of the bid packet. The Coronavirus (COVID-19) pandemic has resulted in several changes to the City of Midland's normal bid process, and bidders have sole responsibility for complying with the current bid process requirements. Bidders also have sole responsibility for verifying that any bid submitted is completed correctly and includes all of the required documentation, including addendums.

1. SCOPE OF WORK:

Included in this Project will be the **Florida Ave. & Cotton Flat Rd. Water Main Improvements** project to be performed as outlined in the Plans and Specifications, which are necessary to satisfactorily complete the work.

The project will include the removal, relocation, and installation of existing and proposed water infrastructure and appurtenances including all necessary mobilization, saw-cutting, pavement removal, excavation, embedment, backfill, pavement repair, curb repair, sidewalk repair, concrete joint sealing, as well as erosion control, traffic control, stabilization, coordination with City of Midland staff and organizations such as TxDOT, OSHA, franchise utilities, etc. as needed, One Call (Texas 811) notifications for pending work, notifications to adjacent property owners as directed by City of Midland staff, and all other work to be performed as outlined in the Construction Drawings and Specifications, to satisfactorily complete the work.

The Owner reserves the right to abandon, without obligation to the Contractor, any part of the project, or the entire project, at any time before the Contractor begins any construction work authorized by the Owner.

Standard Specifications for Construction of the City of Midland will govern all construction, except as modified by these Special Provisions.

2. ORDER OF PRECEDENCE:

The Special Provisions take precedence over the General Conditions in this bid packet anywhere these two sections are not in agreement.

The Special Provisions take precedence over the City of Midland Specifications in this bid packet anywhere these two sections are not in agreement.

The Contractor is to bid the quantities in the Proposal section of the bid packet even if there is a discrepancy between the Proposal quantities and those noted or measured in the construction drawing set.

In the Proposal the long-hand dollar amount written in the Description column for each bid item will take precedence over the numerical dollar amount listed in the Unit Price column if there is a discrepancy between the two.

In the construction drawing set any written or noted dimension takes precedence over dimensions measured based on the drawing scale unless otherwise directed by the Engineer.

Any changes or revisions made as part of an Addendum for this project take precedence over the original bid packet and construction drawing set where the documents are in conflict.

3. EXAMINATION OF SITE:

Prospective bidders are to make a careful examination of the entire site of the project and are to make such explorations as may be necessary to determine the subsoil and/or water conditions to be encountered; improvements and obstructions which may be encountered; methods of providing ingress-egress to private as well as public property; methods of handling traffic during construction and maintenance of the entire project as well as any section thereof, protection of all existing structures both above and below ground; and how the plans fit the proposed project and especially if any discrepancies exist.

4. PAYMENT:

Payment and retainage (five percent, 5%) shall be per the General Conditions.

Payment will be made for material installed, not for material delivery, for all Proposal Bid Items except those specifically listed below, which will be the only Proposal Bid Items to be paid upon material delivery for this project:

Miscellaneous Bid Items: 2

Water Bid Items: 1 – 9, 11 – 13

Retainage will apply the same to all bid items and invoices regardless of whether an invoice is for bid items paid upon material delivery or not.

Any and all payments for bid items that are paid upon material delivery are paid with the expectation that the material will be installed per the construction drawings and specifications, and that the material delivered will be protected and kept in good condition until it is installed. Material that is not properly stored or protected and becomes weathered or damaged before installation must be replaced with new material meeting the standards and requirements of the construction drawings and specifications before it can be installed, and this will be done at no additional cost to the City of Midland.

5. SAFETY REQUIREMENTS:

It is the responsibility of the Contractor to follow and comply at all times with Occupational Safety and Health Administration (OSHA) and all other applicable safety regulations and requirements throughout the course of the project's work.

6. SAFETY RESTRICTIONS – WORK NEAR HIGH VOLTAGE LINES:

The following procedure will be followed regarding the subject item on this contract:

1) A warning sign painted yellow with black letters that are legible at twelve feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

   "**WARNING – UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES"**

2) Equipment that may be operated within ten feet of high voltage lines shall have an insulation cage-type of guard about the boom or arm, except back hoes or dippers, and insulator links on the lift hook connections.

3) When necessary to work within six feet of high voltage electric lines, notification shall be given to the power company of who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. The notifying department shall maintain an accurate log of all such calls to the Power Company, and shall record action taken in each case.

4) The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense.

5) No person shall work within six feet of a high voltage line without protection having been taken as outlined in Paragraph (3).

7. TRAFFIC CONTROL:

Traffic control for this project will be the City of Midland's responsibility. The Contractor is to coordinate construction activities with the Barricade Company operating at the City of Midland's direction for this project. If at any time or for any reason there should be traffic control handled by the Contractor rather than the City, then that traffic control is to adhere to the rest of the requirements outlined in 'Special Provisions, 7. Traffic Control' that follow after this paragraph.

All proposed traffic control shall be approved by the City where applicable. All traffic control plans must be submitted to and approved by the Traffic Operations Division no less than two (2) business days prior to starting the construction work. Traffic control for each phase of work must be approved prior to starting that work.

Generic traffic control plans or typical details may be submitted for shoulder work on any class of roadway, or for work on local or collector streets that does not require the closure of any travel lanes (i.e., all lanes are open to traffic on striped roadways, or adequate width remains available for two-way traffic on unstriped roadways). Once a generic traffic control plan or typical detail for a certain type of setup has been approved one time, the Contractor shall only be responsible for notifying the Traffic Operations Division of the location, type of setup, and dates on which they intend to utilize the pre-approved traffic control for the duration of the contract. No additional plan submittals will be required in these cases, except that the City reserves the right to suspend this exception at its discretion. For any work not fitting the above exception, or in the event that the exception is suspended by the City, a site-specific traffic control plan will be required for each work location and time period.

1. All temporary traffic control shall be in general conformance with the *Texas Manual on Uniform Traffic Control Devices* (TMUTCD) (latest edition as adopted by the Texas Department of Transportation), except as specifically directed by the City Engineer or City Traffic Engineer.
2. All temporary traffic control shall be designed, installed, and maintained by competent and qualified personnel with adequate experience in traffic control.
3. All temporary traffic control involving multiple lane closures or traffic shifts, full closures of collector or arterial streets, traffic control extending through a railroad crossing, or any setup reasonably determined by the City to be "complex", shall be implemented only by a contractor with specific experience and expertise in the field of traffic control (i.e., a qualified "barricade company").

4. A Traffic Control Plan (TCP) shall be submitted to the Engineering Services Department, Traffic Operations Division, in advance of any work in the right-of-way that impacts traffic. No work shall occur until an approved TCP has been returned to the Contractor.
5. A copy of the approved TCP shall be kept in the possession of the person responsible for supervising the traffic control at all times while working in the right-of-way. The approved TCP shall be presented to City staff or law enforcement upon demand at any time.
6. Depending on site conditions and the nature of the work, temporary traffic control may be approved by the City for either of the following:
    a. All Times – All traffic control, including closures, may remain in place 24 hours per day until expiration of the approved TCP.
    b. Off-Peak Only – Lane or road closures are NOT permitted from 6:00-9:00 AM and 4:00-7:00 PM on weekdays (Monday through Friday). Other traffic control not related to lane or road closures may remain in place 24 hours per day until expiration of the approved TCP.
7. The contractor setting the temporary traffic control shall be responsible for the maintenance and upkeep of all signs, barricades, and other devices, at all times.
    a. All temporary traffic control setups shall be maintained at least one time per day, including weekends and holidays.
    b. More frequent maintenance shall be performed as needed, with particular emphasis to following up after severe weather events or during times of high winds.
    c. Maintenance shall include:
        i. Verifying and correcting the location and orientation of all signs, barricades, and other devices;
        ii. Keeping signs and reflective areas of barricades and other devices clean and free of dirt buildup so as to maintain appropriate visibility and legibility; and
        iii. Ensuring the proper location, orientation, and operation of arrow boards or message boards, if present.
8. Arrow boards shall be required for lane closures under the following conditions:
    a. On roadways with a posted speed limit of 55 MPH or greater, for closures lasting more than one (1) hour;
    b. On roadways with a posted speed limit of 45 MPH or greater, for closures lasting more than four (4) hours;
    c. On any roadway if lanes will remain open to traffic travelling in the same direction on both sides of a closed lane during any overnight hours (from 7:00 PM to 6:00 AM); and

At other times as shown on the approved TCP, or as otherwise directed by the City.

8. DETOURS:

The Contractor is to prosecute his work in such a manner as to create a minimum of interruption to traffic and pedestrian facilities and to the flow of vehicular and pedestrian traffic within the project area.

9. PROPERTY AND RIGHT-OF-WAY ACCESS:

Access to adjacent property must be maintained at all times unless otherwise directed by the Engineer. If the contractor will not be working in an area for a period of one week or more, special care is to be taken to address any unsafe conditions such as excavated areas or obstructions outside the worked area that could be tripping hazards, etc.

10. CONSTRUCTION SCHEDULE:

It is the responsibility of the Contractor to furnish the Construction Engineer, prior to construction, with a schedule outlining the anticipated time each phase of construction will begin and be completed, including sufficient time being allowed for clean-up.

11. CONSTRUCTION STAKING:

It is the responsibility of the Contractor to provide the project construction staking at fifty foot (50') intervals along the entire length of the project as well as at such control points as the Contractor deems necessary for proper execution of the work. Construction staking is to include grading and cuts as well as horizontal alignments and construction control points. Cut sheets are to be provided to the Engineer by the Contractor for review and approval.

12. SURVEY:

The Contractor is to provide GPS survey shots for all meters replaced to the City of Midland with each completed work order submittal. Survey data is to be shot in Texas Central Zone with 1983 NAD at 1.0' accuracy or better. Survey data is to be provided in Excel csv. file format with all rounding functions turned off.

13. CONSTRUCTION MATERIALS:

The Contractor is to only provide new materials for permanent installation in any and all parts of this project, and all such materials must comply with the General Conditions, the Bid Packet Specifications, and all applicable City of Midland Standards and Specifications.

For this project, the Standard Specification is hereby amended to read:

> Qualifications of Material Sources – Contractor is only to use pavement mixtures that have a proven record of acceptance by the City of Midland, or another Texas municipality, or have a proven record of meeting similar standards for state highway projects.

Concrete is only to be placed when the ambient temperature is between 40 degrees and 95 degrees Fahrenheit and the ambient temperature in the shade is higher than 40 degrees Fahrenheit or is 40 degrees Fahrenheit and rising.

All concrete pavement joints are to be sealed with Texas Department of Transportation (TxDOT) DMS-6310 SL-2 sealant, an American Society for Testing and Materials (ASTM) D 1190 Hot-Applied Single Component Joint Sealant, or a City of Midland approved equal. This will not apply to curb or sidewalk joints.

No construction materials are to be placed or installed during rain events unless they are necessary to resolve an emergency situation or to facilitate the project site erosion control measures.

14. EROSION CONTROL:

Erosion control is the responsibility of the Contractor and erosion control measures are to be implemented so as to prevent sediment erosion from wind, rain, and other elements from the project site. Should the Owner feel that supplementary erosion control measures are required in addition to those implemented by the Contractor then the Contractor will include additional erosion control measures within reason to the Owner's satisfaction and/or TCEQ requirements.

Reasonable erosion control measures include but are not limited to: construction entrance(s), concrete washout(s), perimeter silt fence or fiber wattle, rock rip-rap dams for concentrated runoff control, gutter and inlet protection measures such as sand bags, and stabilization of the construction area surfaces when construction work is not actively occurring by means of vegetative cover or seeded erosion control blankets.

Supplemental erosion control measures are ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes.

Site cleanup work is to be done for this project as soon as possible as per the General Conditions and will be ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes. Site cleanup is to take place throughout the project's construction as needed to maintain a clean and professional looking work area. No more than three calendar days are to elapse after completion of construction before the final roadway and right-of-way cleanup has been completed to the satisfaction of the Engineer.

15. WASTE MATERIAL:

Excess material from excavation and other construction or demolition activity will become the property of the Contractor. Excess excavation will be disposed of at locations secured by the Contractor and if necessary, approved by the Engineer. No material is to be placed on private property or City property without the approval of the Engineer and the property owner. Removal of excess material, excavation, and waste material are ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes.

Excess concrete material must be washed out in a concrete washout within the project's job site area, or else any and all other concrete material washout must occur away from the job site area in the Contractor's or concrete Supplier's own operation yards or properties. Under no circumstances are concrete trucks allowed to washout in any job site excavations, channels, public right-of-way, or on private property.

Existing fire hydrants indicated for removal as part of the project are to be returned to the City of Midland by the Contractor and remain City property. This is ancillary to the project and will not be paid as a separate item.

16. TESTING:

It is the Contractor's responsibility to perform all required testing for any and all materials and workmanship performed or installed as part of the project's work. The cost of all such testing is to be borne solely by the Contractor unless required by the Engineer for work or materials that had previously been tested and approved and had not experienced any change in condition since that time as a result of the Contractor's work or actions; or unless additional testing outside of the project scope is performed at the request of the Engineer.

Required testing includes:

Concrete Pavement For Trench Repair – A Slump Test is required only if directed by the Engineer for pavement patches that are equal to or greater than 50 cubic yards (roughly equal to an 8' wide by 340' long by 6" thick pavement section). The slump test is to be performed once for every cylinder set (3 cylinders), and no less

than 1 cylinder set per day when concrete is placed. Test results are to be given to the engineer upon completion of each test. There will be no testing for curb, ramps, and sidewalks.

Asphalt Hot-Mix Pavement For Trench Repair – A Nuclear Gauge Density Test is required only if directed by the Engineer for pavement patches that are equal to or greater than 620 square yards (roughly equal to an 8' wide by 700' long pavement section). The laboratory density limits will be a minimum limit of 96%, a maximum limit of 98%, and an optimum limit of 97%. The acceptable field density limit will be a minimum limit of 93%, a maximum limit of 98%, and an optimum limit of 95%. Test results are to be given to the Engineer upon completion of each test.

Water Pipes & Fittings – Perform Pressure Testing and Bacterial Testing (Bac T)/Chlorination testing for all water mains and fire hydrants.

- Pressure Test – Perform test as described in the City of Midland Water Line Specifications, PART 10, Hydrostatic Tests, with the sole difference being that a continuous pressure of 180 pounds per square inch (psi) must be maintained over a continuous period of not less than four (4) hours rather than eight (8) hours. The acceptable field pressure limit will be a minimum 180 psi and a maximum 185 psi. A 2-3 psi drop in the measured pipe pressure during the first two (2) hour period will be acceptable to account for the compression of air within the pipe so long as the minimum and maximum allowed field pressure limits are not exceeded. There can be no variation in the measured pipe pressure during the last two (2) hours of the pressure test.

- Bac T/Chlorination Testing – Perform disinfection and test as described in the City of Midland Water Line Specifications, Part 9, Disinfection Of Pipe Lines.

17. COMPLIANCE:

The said Contractor further agrees to comply with all applicable provisions of the laws and building and construction codes of the City of Midland and the State of Texas, and with any regulations for the protection of workers which may be promulgated by the Government, and will protect such work with all necessary lights, barriers, safeguards, and warnings as provided for in said specifications and the Ordinance regulations.

18. PERSONNEL:

It is the Contractor's responsibility to have a supervising representative of the Contractor on the construction site any time that construction work is taking place. The Contractor's representative must be on the Contractor's direct payroll. Sub-contractors or paid consultants will not satisfy this requirement.

It is also the Contractor's responsibility to provide the City with a reliable contact for issue escalation coordination. Such contacts would include the Contractor's site foreman, the Contractor's construction project manager, etc.

19. INTENT OF THE PROPOSAL:

The intent of the proposal is to determine the lowest responsible bidder based on the total of the quantities and unit prices. Once the lowest responsible bidder is selected, the project will be awarded based on the terms and requirements of the contract outlined in the bid packet and construction drawings.

20. CONTRACT DEADLINE:

The deadline for substantial completion of this project is _90_ calendar days total starting from the Notice to Proceed date.

Extensions of the project deadline may be requested by the Contractor for documented excepting conditions such as weather days, delays due to conflicts with existing franchise lines, etc. which are reasonably beyond the Contractor's control. Any and all deadline extensions must be submitted by the Contractor in writing to Engineer for review, and the approval or denial of the request rests solely with the Engineer.

Unless specifically granted in writing by the Engineer, there will be no suspension of project time between phases of construction.

21. WARRANTY PERIOD:

There is a one (1) year calendar warranty period on this project for all work performed or materials installed effective immediately upon acceptance of the improvements by the Owner. The warranty period will be based on the acceptance date of the project as a whole, and not any individual phases of the project.

22. BID PACKET COMPLETION ITEMS OF NOTE:

Bidders must be willing to sign the Contract as is if a bid is submitted. Revisions, alterations, deletions, additions, or any other changes of any kind by the bidder to the bid packet or other bid documents (such as the construction drawing set, addendums, etc.) will result in the bid submittal being deemed 'Non-Responsive' and the bid will not be accepted.

Bidders are reminded to make sure that the Conflict of Interest forms are completed if applicable before submitting a bid.

All bid items in the Proposal section must be completed for a bid submittal to be considered complete. Any bid item left blank or that the bidder indicates they chose to not provide a bid for will be considered incomplete, and the entire bid submittal will also be deemed incomplete, the bid submittal will be deemed 'Non-Responsive', and the bid will not be accepted. Bidders bear sole responsibility for making sure that the Proposal is complete and in accordance with the instructions provided to bidders in the bid packet.

All acknowledgement forms for all addendums that are issued during the bid process for this project must be filled out and be included with any bid submittal for that bid submittal to be considered complete. Any bid submittal lacking these completed addendum acknowledgement forms will be deemed 'Non-Responsive' and the bid will not be accepted. Bidders bear sole responsibility for making sure that they have obtained all addendums issued prior to submitting their bid.

Bidders must provide documentation as part of the bid packet submittal proving that they possess active licenses that are equivalent to or a higher class than a Water Operator D license and either a Wastewater D license or a Class 1 Collections license, and the Contractor must maintain both of these active licenses for the entirety of the project. Any bid submittal that does not include this required documentation for both licenses will be rejected as a non-responsive bid. If a Contractor allows either or both of the required licenses to lapse at any time during the course of the project then all work under this project will be halted and the City of Midland will have sole discretion to either allow the Contractor to renew both of their active licenses before resuming work or to end the project immediately.

PROPOSAL

TO: Honorable Mayor and City Council
City of Midland
Midland, Texas

Gentlemen: The undersigned bidder, having examined the drawings, specifications and contract documents, the location of the proposed work, and being fully advised as to the extent and character of the work, proposes to furnish all material, equipment, and to perform all labor and work necessary for the completion of the construction of the work described by and in accordance with the attached drawings, specifications, and contract, for the following prices, to wit:

Project Name: Florida Ave. & Cotton Flat Rd. Water Main Improvements

Project Number: PU19-02

Base Bid: Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	3 MO	Mobilization, furnished, installed, complete and in place, for the sum of: SEVEN HUNDRED FIFTY dollars and NO cents per month. (Pay Note M1)	$ 750.00	$ 2,250.00
2)	60 LF	20" Steel Pipe Casing (1/4" Wall Thickness), furnished, installed, complete and in place, for the sum of: ONE HUNDRED SEVENTY dollars and NO cents per linear foot. (Pay Note M2)	$ 170.00	$ 10,200.00
3)	3 MO	Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: SIX HUNDRED FIFTY dollars and NO cents per month. (Pay Note M3)	$ 650.00	$ 1,950.00
4)	3 MO	Job Site Safety, furnished, installed, complete and in place, for the sum of: TWO HUNDRED dollars and NO cents per month. (Pay Note M4)	$ 200.00	$ 600.00

Base Bid: Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
5)	N/A	Material Mark-up, complete and in place, for the sum of: FIFTEEN percent. (Pay Note M5)	% 15	$ N/A
6)	N/A	Labor Mark-up (Regular Work Hours), complete and in place, for the sum of: FIFTEEN percent. (Pay Note M6)	% 15	$ N/A
7)	N/A	Equipment Rental Mark-up (Non-Standard Equipment Only), complete and in place, for the sum of: FIFTEEN percent. (Pay Note M7)	% 15	$ N/A
Total Miscellaneous Items 1-7		$ 15,000.00		

Base Bid: Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	120 LF	Removal & Disposal of Existing Water Main, complete and in place, for the sum of: TWELVE dollars and NO cents per linear foot. (Pay Note D1)	$ 12.00	$ 1,440.00
2)	71 CY	Flowable Fill for Existing Pipes Abandoned In Place, furnished, installed, complete and in place, for the sum of: ONE HUNDRED FIFTY dollars and NO cents per cubic yard. (Pay Note D2)	$ 150.00	$ 10,650.00
3)	1 EA	Removal & Disposal of Existing Fire Hydrant Assembly, complete and in place, for the sum of: FOURTEEN HUNDRED dollars and NO cents per each. (Pay Note D3)	$ 1,400.00	$ 1,400.00
4)	800 SY	Removal & Dispose of Existing Unclassified Pavement, complete and in place, for the sum of: THIRTEEN dollars and NO cents per square yard. (Pay Note D4)	$ 13.00	$ 10,400.00
5)	8 LF	Removal & Dispose of Existing Concrete Curb & Gutter, complete and in place, for the sum of: FORTY FIVE dollars and NO cents per linear foot. (Pay Note D5)	$ 45.00	$ 360.00
6)	10 SY	Removal & Disposal of Existing Concrete Sidewalk & Ramps, complete and in place, for the sum of: THIRTY FIVE dollars and NO cents per square yard. (Pay Note D6)	$ 35.00	$ 350.00
Total Demolition Items 1-6				$ 24,600.00

Base Bid: Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	1,600 LF	12" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: ONE HUNDRED TEN dollars and NO cents per linear foot. (Pay Note W1)	$ 110.00	$ 176,000.00
2)	60 LF	8" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: EIGHTY NINE dollars and NO cents per linear foot. (Pay Note W1)	$ 89.00	$ 5,340.00
3)	140 LF	6" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: SEVENTY SEVEN dollars and NO cents per linear foot. (Pay Note W1)	$ 77.00	$ 10,780.00
4)	5 EA	12" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: THIRTY SEVEN HUNDRED dollars and NO cents per each. (Pay Note W2)	$ 3,700.00	$ 18,500.00
5)	1 EA	8" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: TWO THOUSAND dollars and NO cents per each. (Pay Note W2)	$ 2,000.00	$ 2,000.00
6)	5 EA	6" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: FOURTEEN HUNDRED dollars and NO cents per each. (Pay Note W2)	$ 1,400.00	$ 7,000.00

Base Bid: Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
7)	4 EA	Fire Hydrant Assembly, furnished, installed, complete and in place, for the sum of: FORTY FOUR HUNDRED dollars and NO cents per each. (Pay Note W3)	$ 4,400.00	$ 17,600.00
8)	3,630 LBS	Ductile Iron Fittings, furnished, installed, complete and in place, for the sum of: TEN dollars and NO cents per pound. (Pay Note W4)	$ 10.00	$ 36,300.00
9)	3 EA	Dresser Coupling, furnished, installed, complete and in place, for the sum of: SEVEN HUNDRED dollars and NO cents per each. (Pay Note W5)	$ 700.00	$ 2,100.00
10)	5 EA	Connect to Existing Water Main, furnished, installed, complete and in place, for the sum of: TWENTY FOUR HUNDRED dollars and NO cents per each. (Pay Note W6)	$ 2,400.00	$ 12,000.00
11)	11 EA	12"x1" Tapping Saddle for water service connection, furnished, installed, complete and in place, for the sum of: FOUR HUNDRED dollars and NO cents per each. (Pay Note W7)	$ 400.00	$ 4,400.00

Base Bid: Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
12)	11 EA	1" Water Service Connection, furnished, installed, complete and in place, for the sum of: ELEVEN HUNDRED dollars and NO cents per each. (Pay Note W8)	$ 1,100.00	$ 12,100.00
13)	170 LF	1" Water Service Lateral, furnished, installed, complete and in place, for the sum of: TWELVE dollars and NO cents per linear foot. (Pay Note W9)	$ 12.00	$ 2,040.00
14)	11 EA	Water Meter Installation (New Service Lateral), furnished, installed, complete and in place, for the sum of: THREE HUNDRED FIFTY dollars and NO cents per each. (Pay Note W10)	$ 350.00	$ 3,850.00
15)	1,800 LF	Open Trenching of Water Main, furnished, installed, complete and in place, for the sum of: EIGHT dollars and NO cents per linear foot. (Pay Note W11)	$ 8.00	$ 14,400.00
Total Water Items 1-15		$ 324,410.00		

Base Bid: Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	8 LF	Concrete Curb & Gutter Repair, furnished, installed, complete and in place, for the sum of: SIXTY FIVE dollars and NO cents per linear foot. (Pay Note P1)	$ 65.00	$ 520.00
2)	10 SY	Concrete Pedestrian Access Ramp Repair, furnished, installed, complete and in place, for the sum of: ONE HUNDRED TWENTY FIVE dollars and NO cents per square yard. (Pay Note P2)	$ 125.00	$ 1,250.00
3)	80 SY	3" Type C HMAC Asphalt Pavement Repair (PG64-22), furnished, installed, complete and in place, for the sum of: NINETY FOUR dollars and NO cents per square yard. (Pay Note P3)	$ 94.00	$ 7,520.00
4)	800 SY	2" Type D HMAC Asphalt Pavement Repair (PG70-22), furnished, installed, complete and in place, for the sum of: FIFTY NINE dollars and NO cents per square yard. (Pay Note P4)	$ 59.00	$ 47,200.00
5)	160 GAL	Bituminous Prime Coat (MC-30 or AEP, 0.20 Gal / SY), furnished, installed, complete and in place, for the sum of: EIGHT dollars and NO cents per gallon. (Pay Note P5)	$ 8.00	$ 1,280.00
6)	8 GAL	Tack Coat (MC-30 or AEP, 0.10 Gal / SY), furnished, installed, complete and in place, for the sum of: EIGHT dollars and NO cents per gallon. (Pay Note P6)	$ 8.00	$ 64.00
7)	800 SY	Flowable Fill / 2-Sack Backfill, furnished, installed, complete and in place, for the sum of: SEVENTY SEVEN dollars and NO cents per square yard. (Pay Note P7)	$ 77.00	$ 61,600.00
Total Paving Items 1-7		$ 119,434.00		

Bid Price For:	
1. Miscellaneous Items	$ 15,000.00
2. Demolition Items	$ 24,600.00
3. Water Items	$ 324,410.00
4. Paving Items	$ 119,434.00
Total Price	$ 483,444.00

In addition to providing the individual prices for the items above, Contract shall write the total bid amount in the sum of

FOUR HUNDRED EIGHTY THREE THOUSAND FOUR HUNDRED FORTY FOUR dollars

and NO cents total.

The undersigned bidder hereby declares that he has visited the site of the work and has carefully examined the contract documents pertaining to the work covered by the above bid. The selected contractor will receive written notice to proceed.

Bidder agrees to substantially complete all work within 90 calendar days after receipt of notice to proceed.

PUBLIC INFORMATION

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

Enclosed herewith in this proposal is a cashier's check, cash or bid bond on a form approved by the City Attorney, for

5% GAB dollars

and _____ cents total. ($ 5% GAB)

which it is agreed shall be collected and retained by the owner as liquidated damages in the event this proposal is accepted by the Owner within thirty days (30) after the date advertised for the reception of bids and the undersigned fails to execute the contract and required bonds with the owner, under the conditions thereof, within (15) days after the date said proposal is accepted; otherwise said check or bond shall be returned to the undersigned on demand.

TEC EXCAVATION, INC.

Name of Contractor

Twyla Clutter | Twyla Clutter Pres.

Submitted By | Print Name and Title

P.O. BOX 80455

Mailing Address

MIDLAND | TX | 79708

City | State | Zip

PAY NOTES

Florida Ave. & Cotton Flat Rd. Water Main Improvements

Bid Item		Pay Quantity Note
Miscellaneous Items		
1	Mobilization	M1
2	20" Steel Pipe Casing (1/4" Wall Thickness)	M2
3	Erosion/Sediment Control	M3
4	Job Site Safety	M4
5	Material Mark-up	M5
6	Labor Mark-up (Regular Work Hours)	M6
7	Equipment Rental Mark-up (Non-Standard Equipment Only)	M7
Demolition Items		
1	Removal & Disposal of Existing Water Main	D1
2	Flowable Fill for Existing Pipes Abandoned In Place	D2
3	Removal & Disposal of Existing Fire Hydrant Assembly	D3
4	Removal & Disposal of Existing Unclassified Pavement	D4
5	Removal & Disposal of Existing Concrete Curb & Gutter	D5
6	Removal & Disposal of Existing Concrete Sidewalk & Ramps	D6
Water Items		
1	12" AWWA C-900 DR18, PVC, Water Main	W1
2	8" AWWA C-900 DR18, PVC, Water Main	W1
3	6" AWWA C-900 DR18, PVC, Water Main	W1
4	12" Gate Valve & Box (MJxMJ/FL)	W2
5	8" Gate Valve & Box (MJxMJ/FL)	W2
6	6" Gate Valve & Box (MJxMJ/FL)	W2
7	Fire Hydrant Assembly	W3
8	Ductile Iron Fittings	W4
9	Dresser Coupling	W5
10	Connect to Existing Water Main	W6
11	12"x1" Tapping Saddle	W7
12	1" Water Service Connection	W8
13	1" Water Service Lateral	W9
14	Water Meter Installation (New Service Lateral)	W10
15	Open Trenching of Water Main	W11
Paving Items		
1	Concrete Curb & Gutter Repair	P1
2	Concrete Pedestrian Access Ramp Repair	P2
3	3" Type C HMAC Asphalt Pavement Repair (PG64-22)	P3
4	2" Type D HMAC Asphalt Pavement Repair (PG70-22)	P4
5	Bituminous Prime Coat (MC-30 or AEP, 0.20 Gal / SY)	P5
6	Tack Coat (MC-30 or AEP, 0.10 Gal / SY)	P6
7	Flowable Fill / 2-Sack Backfill	P7

PAY QUANTITY NOTES

M1 Includes the necessary equipment, labor, materials, and incidentals for all Mobilization to the job site complete and in place. Measurement and payment to be made per month.

M2 Includes the necessary equipment, labor, materials, and incidentals for the installation of Pipe Casing per the construction drawings and City of Midland standards and specifications, including all spacers, grout, embedment, detector wire, tracer tape, and appurtenances. Measurement and payment to be per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, structures, and appurtenances.

M3 Includes the necessary equipment, labor, materials, and incidentals to implement the Erosion Control Plan per the construction drawings and City of Midland standards and specifications. Measurement and payment to be made per month.

M4 Includes the necessary equipment, labor, materials, and incidentals to implement Job Site Safety and to provide a safe work environment for the project work area (including all personal protection equipment, trench safety, etc.) per the construction drawings and in compliance with all applicable Federal, State, and Local requirements or regulations including those of OSHA and the City of Midland. JOB SITE SAFETY IS THE RESPONSABILITY OF THE CONTRACTOR. Measurement and payment to be made per month.

M5 Includes the Material Mark-up for materials and material sizes (pipe, valve, manhole, etc.) required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of the material in question plus the set percent increase established by this bid item. The Contractor must provide a copy of the invoice for the material cost from the supplier to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any material. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

M6 Includes the Labor Mark-up (Regular Work Hours) for labor required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of labor in question plus the set percent increase established by this bid item. The Contractor must provide a typical hourly pay rate for work crews prior to the percent increase along with the number of workers on the crew and the number of hours worked by the crew for the project in question to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any labor. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

M7 Includes the Equipment Rental Mark-up (non-standard equipment only) required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of the equipment rental in question plus the set percent increase established by this bid item. The Contractor must provide a copy of the invoice for the rented equipment from the equipment supplier to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any rented equipment. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

D1 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Utility Mains per the construction drawings and City of Midland standards and specifications, including the removal and disposal of all pipes, fittings, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all valves, manholes, fittings, junctions, structures, and appurtenances.

D2 Includes the necessary equipment, labor, materials, and incidentals for the placement of Flowable Fill for Existing Pipes Abandoned In Place (Portland Cement 2-Sack = 188 LBS/CY) per the construction drawings and City of Midland standards and specifications, including all plugging or caping the pipe to be abandoned, and appurtenances. Measurement and payment to be made per cubic yard volume of flowable fill placed in pipe abandoned in place.

D3 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Fire Hydrant Assembly per the construction drawings and City of Midland standards and specifications. Fire hydrant assemblies are to be returned to the City Utility Maintenance Department unless otherwise directed by the Engineer of Record or their representative. This includes removal and disposal of all structures, fittings, pipes, and appurtenances. Measurement and payment to be per each fire hydrant assembly removed.

D4 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Unclassified Pavement per the construction drawings and City of Midland standards and specifications including all saw-cutting and appurtenances. Depths given are approximate and pavement material is to be removed in its entirety. No additional compensation will be made for increased pavement depth removal. Saw-cut pavement edges are to be full pavement depth, cleanly cut, and clearly defined edges free of breaks. Measurement and payment to be made per square yard of unclassified pavement removed.

D5 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete Curb & Gutter per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per linear foot.

D6 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete Sidewalk & Ramps per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard.

W1 Includes the necessary equipment, labor, materials, and incidentals for the installation of Water Mains per the construction drawings and City of Midland standards and specifications, including all embedment, detector wire, tracer tape, necessary testing, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, structures, and appurtenances.

W2 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Gate Valve & Box per the construction drawings and City of Midland standards and specifications, including all embedment, valve box, joint restraint, thrust blocking, concrete collar, and appurtenances. Measurement and payment to be made per each valve and box installed. Includes valves associated with tapping sleeves.

W3 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Fire Hydrant Assembly per the construction drawings and City of Midland standards and specifications, including all risers, embedment, gravel sump, thrust blocking, necessary testing, and appurtenances. Measurement and payment to be made per each fire hydrant assembly installed.

W4 Includes the necessary equipment, labor, materials, and incidentals for the installation of Ductile Iron Fittings per the construction drawings and City of Midland standards and specifications, including all embedment, wrapping, thrust blocking, joint restraints, and appurtenances. All fittings are to be C153 ductile iron compact fittings. Fitting weights are established from Tyler Union Quality Waterworks Products Catalog PC-U2014, December, 2014 and payment will be made at the standard compact weight. Nuts, bolds, glands, and other associated accessories are not included as part of the fitting weight and are considered subsidiary to the weight of the fitting. Any additional required fittings not shown on the drawings will be paid for at weights established in the Tyler Union Waterworks Catalog.

W5 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Dresser Coupling per the construction drawings and City of Midland standards and specifications, including all embedment, wrapping, thrust blocking, and appurtenances. Measurement and payment to be made per each dresser coupling installed.

W6 Includes the necessary equipment, labor, materials, and incidentals to Connect to Existing Water Main per the construction drawings and City of Midland standards and specifications, including all fittings, repairs, and appurtenances. Measurement and payment to be made per each connection made.

W7 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Tapping Saddle for a water service connection per the construction drawings and City of Midland standards and specifications, including all embedment, thrust blocking, and appurtenances. Measurement and payment to be per each tapping saddle installed.

W8 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Water Service Connection per the construction drawings and City of Midland standards and specifications, including all brass goods from the corporation stop to the brass angle valve (inclusive), as well as the installation of a new meter box and all appurtenances. Measurement and payment to be made per each water service connection installed.

W9 Includes the necessary equipment, labor, materials, and incidentals for the installation of Water Service Lateral pipe per the construction drawings and City of Midland standards and specifications, including all excavation, embedment, backfill, polyethylene service line or other pipe, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, and appurtenances.

W10 Includes the necessary equipment, labor, materials, and incidentals for a new Water Meter Installation as part of a new water service lateral installation per the construction drawings and City of MIdland standards and specifications, including all appurtenances. The new water meter will be provided by the City of Midland. Measurement and payment to be per each water meter set.

W11 Includes the necessary equipment, labor, materials, and incidentals for Open Trenching of Water Main per the construction drawings and City of Midland standards and specifications, including all unclassified excavation, backfill not including flowable fill backfill, providing trench safety and protection for workers to install pipe, structures, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all structures, fittings, and appurtenances.

P1 Includes the necessary equipment, labor, materials, and incidentals for Concrete Curb & Gutter Repair per the construction drawings and City of Midland standards and specifications including all forming, placement, jointing, fiber reinforcement, finishing, and appurtenances. Measurement and payment to be made per linear foot measured along the back-of-curb.

P2 Includes the necessary equipment, labor, materials, and incidentals for Concrete Pedestrian Access Ramp Repair per the construction drawings and City of Midland standards and specifications, including all forming, placement, jointing, fiber reinforcement, finishing, and appurtenances. Measurement and payment to be made per square yard.

P3 Includes the necessary equipment, labor, materials, and incidentals for the installation of Type "C" HMAC Asphalt Pavement Repair (110 LBS / SY at 1" thick, PG 64-22) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P4 Includes the necessary equipment, labor, materials, and incidentals for the installation of Type "D" HMAC Asphalt Pavement Repair (110 LBS / SY at 1" thick, PG 70-22) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P5 Includes the necessary equipment, labor, materials, and incidentals for application of Bituminous Prime Coat (MC-30, or AEP, 0.20 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P6 Includes the necessary equipment, labor, materials, and incidentals for application of Tack Coat (MC-30 or AEP, 0.10 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P7 Includes the necessary equipment, labor, materials, and incidentals for installation of Flowable Fill / 2-Sack Backfill (Portland Cement 2 Sack = 188 LBS/CY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

BID BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written contract for the construction of Florida Ave. & Cotton Flat Rd. Water Main Improvements.

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

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

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

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

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Bid Bond

Surety Department

KNOW ALL MEN BY THESE PRESENTS,

That we, **TEC Excavation, Inc.**, as Principal, hereinafter called the Principal, and the **Merchants Bonding Company (Mutual)**, a Corporation created and existing under the laws of the State of **Iowa**, whose principal office is in Des Moines, Iowa, as Surety, hereinafter called the Surety, are held and firmly bound unto the **City of Midland, Texas**, as Obligee, hereinafter called the Obligee, in the sum of **Five Percent (5%) of the Greatest Amount Bid** Dollars ($ ------5%------), for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a bid for

FLORIDA AVE. & COTTON FLAT RD. WATER MAIN IMPROVEMENTS
JOB NO. PU19-02

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **18th** day of **August**, A.D. 20**21**.

Attest:

By: _____

TEC Excavation, Inc.
(Principal)

By _____ (SEAL)

Witness: _____

Merchants Bonding Company (Mutual)

By _____ (SEAL)
Kevin J. Dunn, Attorney-in-Fact

Form S-3266-4 Printed in U.S.A. 12-70

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Kevin J Dunn; Roberta Erb; Steven Tucker; Tracy Tucker; W Lawrence Brown

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February , 2020 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 11th day of February 2020 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 18th day of August , 2021.

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/06/2021

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

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

PRODUCER	**CONTACT NAME:** Ty Hartley
All Insured Group 14550 Spring Cypress RD Suite B Cypress TX 77429	**PHONE (A/C, No, Ext):** (432)349-0398 **FAX (A/C, No):** (832) 767-6548 **E-MAIL ADDRESS:** ty@hartley-usa.com
INSURED TEC Excavation Inc PO BOX 80455 Midland TX 79708	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** CONTINENTAL INS CO — 35289 **INSURER B :** CONTINENTAL CAS CO — 20443 **INSURER C :** TEXAS MUTUAL INS COMPANY — 22945 **INSURER D :** **INSURER E :** **INSURER F :**

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [X] OTHER: POLLUTION			6081573553	08/14/2021	08/14/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG OCCURRENCE/AGGF	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1 MIL/2MIL
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			6081573567	08/14/2021	08/14/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10000			6081573570	08/14/2021	08/14/2022	EACH OCCURRENCE AGGREGATE PR/COMP OPS AGG	$ 5,000,000 $ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0001116944	05/10/2021	05/10/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Commercial Inland Marine EQUIPMENT FLOATER			6081576209	08/14/2021	08/14/2022	SCHEDULED	3,478,307

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

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

CERTIFICATE HOLDER

CITY OF MIDLAND
300 N. LORAINE
MIDLAND TX 79701

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Ty Hartley

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CONTRACT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

THIS CONTRACT, made and entered into this 15th day of September, 20 21, by and between the City of Midland of the County of Midland and State of Texas, acting through its Mayor thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and TEC Excavation, Inc. of the City Midland, County of Midland, State of Texas, Party of the Second Part, herein-after termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the first Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows: Florida Ave. & Cotton Flat Rd. Water Main Improvements together with appurtenances and incidentals.

Conditions of the Contract and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendent, labor, insurance and other accessories and services necessary to complete the said construction in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to the Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore as prepared by Engineering and Transportation Department of the City of Midland, Texas, herein entitled the ENGINEER, together with the CONTRACTOR'S written Proposal, the General Conditions of the Contract, and the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

The CONTRACTOR hereby agrees to commence work within fifteen (15) calendar days after the written notice to do so and to substantially complete the same within 90 calendar days after receipt of notice to proceed, subject to such extensions of time as are provided by the General and Special Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this Contract, such payments to be subject to the General and Special Conditions of the Contract.

The SUM TOTAL of this Contract shall be: $483,444.00.

INSURANCE

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

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

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

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

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

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

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

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

The Contractor certifies that the certificate of insurance provided as required herein complies with the requirements of Senate Bill 425, passed during the 82nd regular session of the Texas Legislature, and effective January 1, 2012. The Contractor shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of the Contractor.

WAIVER OF ATTORNEY FEES

WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, CONTRACTOR AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE OWNER, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT. THE CONTRACTOR SPECIFICALLY AGREES THAT IF THE CONTRACTOR BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES

CODE SECTION 37.001, ET. SEQ., AS AMEDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE CONTRACTOR AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH CONTRACTOR MIGHT OTHERWISE BE ENTITLED.

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

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

SOVEREIGN IMMUNITY

By executing this Contract, the City is not waiving its right of sovereign immunity. The City is retaining its immunity from suit. The City is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

GOVERNING LAW AND VENUE

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

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

VERIFICATION

To the extent that Section 2271.002 of the Texas Government Code applies to this Contract, Contractor hereby verifies that Contractor does not boycott Israel and will not boycott Israel during the term of this Contract. If Section 2271.002 of the Texas Government Code does not apply to this Contract, such verification is not required, and Contractor shall be deemed to have not made such verification.

RECORDS RETENTION AND PRODUCTION OF INFORMATION

To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, Contractor shall (1) preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the City of Midland for the duration of the contract, (2) promptly provide to the City of Midland any contracting information related to the Contract that is in the custody or possession of Contractor on request of the City of Midland, and (3) on completion of the Contract, either (i) provide at no cost to the City of Midland all contracting information related to the Contract that is in the custody or possession of Contractor, or (ii) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the City of Midland.

PUBLIC INFORMATION

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

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

Parties of the First Part (Owner)

By: _____
Patrick Payton, Mayor

ATTEST:

_____
Amy Turner, City Secretary

APPROVED ONLY AS TO FORM:

By: _____
John Ohnemiller, City Attorney

By: _____
Party of the Second Part (CONTRACTOR)

By: _____
Title

THE STATE OF _____ §

COUNTY OF _____ §

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

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

_____
Notary Public

Form Revised August 2021

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

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

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20__, for the furnishing of materials, equipment to perform all labor and work necessary for Florida Ave. & Cotton Flat Rd. Water Main Improvements, hereof as fully and to the same extent as if copied at length herein.

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

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

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

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

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

CERTIFICATE OF PAYMENT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

Florida Ave. & Cotton Flat Rd. Water Main Improvements

The undersigned states that all debts, bills, and expenses that were incurred by the undersigned, his agents, or subcontractors employed by him, for labor, wages, materials and other purposes furnished for the above project have been paid and satisfied in full.

The undersigned, as general contractor for the above described project agrees to indemnify, hold harmless and defend the City, its officers, agents, and employees, from and against all claims and suits for damages, expenses, including court costs and attorney fees, arising out of or resulting from the undersigned contractor, his agents or subcontractors employed by him for expenses, warranties for items furnished, or labor performed and for any party that has supplied materials in connection with the repair or construction of the above referenced premises.

The undersigned contractor agrees to waive any and all claims it may have against the City, associated with, resulting from or arising out of the work performed at the above premises.

Further, the undersigned states that all labor performed by the undersigned, his agents, and subcontractors employed by him, has been completed in the usual and customary workmanlike manner and all work performed is accompanied with the usual and appropriate warranties for such work or repair, absent any disclaimer previously approved by the City of Midland.

I, the undersigned, release and relinquish unto the City of Midland, and their assigns the above described lien upon the above referenced property and hereby certify that all debts, bills, and expenses incurred by the undersigned, his agents, or subcontractors employed by him in connection with work done at the above

premises have been fully paid, in exchange for payment in full to be made by the City of Midland for the performance on the above described premises.

WITNESS MY HAND on this _____ day of _____, 20_____.

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Name of Company

SUBSCRIBED AND SWORN to before me on the _____ day of _____, 20_____.

_____
Notary Public, State of Texas

_____
Typed or printed name

_____
My Commission expires:

Form Revised July 2021

City of Midland Specifications

PREPARATION OF RIGHT OF WAY

1. GENERAL

Includes the preparation of right-of-way for construction by clearing, grubbing, removing and disposing of all obstructions and objectionable material from the right-of-way and designated easements, which is not specifically provided for on the plans.

Obstructions and objectionable material refer to all objects or material that do not meet the quality of standards for the courses of pavement to be constructed or which protrude into the excavation for slopes.

Measurement and Payment - Measurement and payment will be at the units and prices for the applicable bid item in the proposal.

When no specific bid items are included in the bid proposal for work specified under this section this work shall be considered as incidental to other items of work and the cost shall be included in the bid for these items. No separate payment will be made.

2. CONSTRUCTION METHODS

Removal - Obstructions and objectionable material to be removed by blading, plowing, bulldozing, or other methods approved in writing by the Engineer. The use of explosives will not be permitted. Solid objects must be removed to a depth of at least one (1) foot below the finished slope or subgrade elevation. Hollow objects must be removed entirely.

Disposal - Material to be removed from the right-of-way becomes the property of the Contractor. If disposal areas are available, they will be indicated on the plans.

Preservation of Trees and Shrubs - Trees and shrubs to be preserved in the right of way are shown on the plans and must be protected from injury during construction.

Removal of Concrete - Cut concrete at the right-of-way line straight and vertical by sawing or other approved methods prior to the removal of concrete in the right-of-way.

EXCAVATION, EMBANKMENT AND PREPARATION OF SUBGRADE 1
1. GENERAL 2
2. CONSTRUCTION METHODS 2

EXCAVATION, EMBANKMENT AND PREPARATION OF SUBGRADE

1. GENERAL

Includes the excavation, embankment and preparation of subgrade determined by the lines, grades and sections shown on the plans and in accordance with the provisions of the specifications.

Excavation - Includes excavation to planned grade, disposal of the material, removal of unsuitable subgrade material and borrow material when required in the construction. All excavation to be classified as common.

Embankment - Consists of excavated or borrow materials placed and compacted in horizontal layers in accordance with the specifications.

Subgrade - The upper eight inches (8") of embankment or the upper eight inches (8") below the roadway excavation finished grade. The subgrade shall extend from six inches (6") back of curb to six inches (6") back of curb where curb and gutter is to be constructed.

Measurement and Payment - Measurement and payment to be at the units and prices for the applicable bid items in the proposal.

2. CONSTRUCTION METHODS

Excavation - Made at the location and to the lines and grades shown on the plans in areas previously prepared in accordance with provisions of Section 2A. Dispose of excess material not required in the embankment and material that is unsuitable for subgrade. Excavation tolerance to be plus or minus 1/10 foot from the plan grade.

The area between the curb and property line shall be excavated or filled, whichever is necessary, to curb height at back of curb and finished to a straight even surface to the property line. The minimum elevation at the property line shall be the elevation of the top of the curb. The maximum elevation at the property line shall be equal to a rise of 1/4 inch per foot from the back of the curb to the property line.

During the excavation of this project, it will be required that all parkways be excavated and shaped at the same time the roadway is excavated. Excess excavation will be disposed of at locations approved by the Engineer.

Embankment shall be constructed at the locations and to the lines and grades shown on the plans in areas previously prepared in accordance with Section 2A of these specifications. Top eight inches (8") of natural ground to be compacted

to embankment density requirements. Embankment shall be constructed from suitable material obtained from the excavation or borrow free of roots, rocks in excess of three inches (3"), debris and other objectionable material. Excavation deficiencies shall be supplemented from a borrow source approved by the Engineer. Embankment shall be constructed in uniform horizontal layers not to exceed eight inches (8") of loose depth and compact with suitable equipment to a minimum of ninety percent (90%) AASHTO T180. The materials shall be processed by aeration or watering to bring the material to the approximate optimum moisture. Dry layers will not be permitted. Soft spots that develop in the embankment shall be removed and replaced with suitable material. No payment will be made for removal of soft spots. Tolerance for embankment grading shall be one-half foot (1/2) plus or minus the plan grade.

Preparation of Subgrade - Eight inches (8") of the upper portion of the embankment or excavation shall be shaped and compacted to a minimum density of 95 percent (95%) AASHTO T180 and finished within a tolerance of one-half inch (1/2") in ten feet (10'). The finished subgrade shall be protected and maintained in a satisfactory condition until covered by succeeding construction.

Compaction Tests - Field density tests will be made by the Owner or by a laboratory selected by the Owner. The Contractor shall notify the Engineer when compaction has been achieved. The Contractor shall allow 24 hours for scheduling of test. Prior to the taking of subgrade density test, the entire subgrade will be tested by proof-rolling using a pneumatic roller weighing not less than 50,000 lbs. gross with tire pressure being not less than 110 psi. Any soft spots, pumping, or other evidence of weakness shall be remedied before density tests are made. Proof rolling shall be in the presence of the Engineer or his duly authorized representative.

The City will pay the cost of initial density tests made on the subgrade. If the subgrade fails to meet the density requirements on the first test, the contractor will be required to have subsequent density tests made by the commercial lab selected by owner. The cost of all subsequent density tests will be born by the contractor.

08/07

CONCRETE CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS,

VALLEY GUTTERS, CENTER DRAINS AND RIP RAP

1. GENERAL

Includes the construction of concrete curb and gutter, sidewalks, driveways, valley gutters, center drains and rip rap in accordance with lines, grades and the sections shown on the plans and constructed in full compliance with provisions of the specifications.

A proven performance record by the Texas Highway Department shall be supplied by material producers for all materials supplied by them.

2. MATERIALS

Concrete - All concrete other than rip rap shall be Class "A" concrete in accordance with Texas Highway Department specifications Item No. 421. Concrete for rip rap shall be the class as shown on the plans and detail drawings. When no concrete class is shown the plans concrete for rip rap shall be Class "B" concrete.

Concrete batch designs shall be furnished for each project and shall include all classes of concrete proposed for use on the project.

Reinforcing Steel - Reinforcing steel shall be deformed bars or wire mesh fabric conforming to the requirements of "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" Item No. 440 and shall be of the sizes and grades as shown on the plans.

The contractor, at his option, may use fiber reinforcing in lieu of the wire mesh for all concrete slab on grade. When fiber reinforcing is used, it shall be "Fiber Mesh" or "Caprolan RC" or approved equal. The material and rate of application shall be approved by the Engineer prior to its use.

Expansion Joints - Bituminous pre-molded joint filler shall be composed of top grade fiber, treated by special impregnation system with water repellent bituminous materials. It shall be a non-extruding type, resilient, expanding on release of compression, preventing open joint crevices. The pre-molded joint filler shall be of such character, that it will not be deformed by handling during hot weather, nor shall it become brittle in cold weather. It shall be free from visible external defects such as holes, ragged or untrue edges, breaks, cracks or tears. It may be covered on both sides with paper to facilitate handling.

The joint filler shall be accurately cut to the dimensions and shapes required. It shall be of the thickness required by the plans, or as specified elsewhere.

3. CONSTRUCTION METHODS

GENERAL

No concrete shall be placed when, in the Engineers opinion, weather or other conditions would be detrimental to the structure placed. No concrete shall be placed on grade when the ground temperature is 35^{o} F or lower. Concrete may be placed when the ground temperature is rising from 35^{o} F. Concrete placed in cold weather shall be protected from freezing for 72 hours after being placed.

CURB AND GUTTER

EXCAVATION AND SUBGRADE - Excavation for curb, gutter, and combined curb and gutter shall be done with the subgrade excavation for the street. Street subgrade shall extend from six inches (6") back of curb to (6") back of curb and shall be compacted for a full width to a minimum of 95% AASHTO T180-61. Where subgrade is more than three inches (3") below bottom of curb, fill shall be compacted caliche base constructed from six inches (6") back of curb to six inches (6") back of curb as specified for base course.

Whenever subgrade or base is dry or dusty, it shall be thoroughly moistened, not made muddy, before the concrete is placed.

Forms - Forms shall be of steel, of a type to be approved by the Engineer, except that curves may be formed with wood sections built up or laminated, upon prior approval by the Engineer.

The forms shall be attached securely to stakes, shall be set true to line and grade, and braced sufficiently to remain true during the placing and tamping of the concrete. Forms shall be thoroughly cleaned and oiled before each use.

Curves - All changes in direction of the curbs shall be by means of true circular curves of the radii as shown on the plans.

Expansion Joints - Expansion joints shall be placed between curb and gutter sections at the tangent points of all curves, at each side of the inlet boxes, drives, alleyways, and at intervals of not more than forty feet (40') in straight runs. The expansion material shall be pre-molded three-fourths inch (3/4") in thickness, and shall conform to the requirements of expansion material as specified herein. It shall be cut to the full size and shape or the cross section of the curb and gutter, less one-half inch (1/2") from the finished surface thereof. The edges of sections against the joint shall be finished with an edging tool and the joint raked clean of concrete.

Finishing - There shall be provided on the job a metal screed or mule designed to give proper shape to the curb and gutter. It shall be bent to the exact shape of the finished curb and gutter and the forward edge turned up slightly to prevent disturbing the mortar. It shall be designed to ride on the forms and when properly manipulated shall leave the curb and gutter in its proper shaped condition. An "S" trowel shall be used to finish the surface and minor imperfections shall be corrected with a mason's trowel. Care shall be taken to finish

the gutter flow line to a true, uniform grade. All edges shall be finished with an edging tool, and joints marked with a jointer. Joint marks shall coincide with actual joints and shall be straight and true.

Curing - The completed curb and gutter, shall be cured in accordance with the requirements of the item "Membrane Curing", Texas Highway Department Item 531.

DRIVEWAYS AND ALLEY RETURNS

Driveways and alley returns shall be constructed of Class "A" concrete to the lines and grades as shown on the plans and detail sheets. All driveways and alley returns shall be reinforced as shown on the detail drawings.

Excavation and Subgrade - Excavation shall be accomplished in the same manner as for streets and curbs. The subgrade for all driveways and alley returns shall be compacted to 95% modified proctor density for 8 inches depth.

Driveways for single family residences and property used for two family residential purposes (duplexes) may be placed on the compacted subgrade. All other driveways shall be considered as commercial driveways and shall be constructed on 6 inches compacted flexible base.

Flexible Base - Commercial driveways and alley returns shall be constructed on 6 inches of flexible base conforming to Section 2-C- Flexible Base, Caliche.

Forms - Forms shall be constructed of steel or, when approved by the engineer, wood conforming to the requirements for curb and gutter forms.

Expansion Joints - Expansion joints shall be placed at the ends of abutting curb and gutter at the end of radii for all driveways and alley returns. In addition, expansion joints shall be placed at the ends of abutting sidewalk sections and at any point where the driveway or alley return abuts another concrete structure. Expansion joint material shall be pre-molded three fourths inch (3/4") in thickness, cut to the shape and dimensions required and shall extend the full depth of the concrete.

Finishing - Shaping and finishing of driveways and alley returns shall be accomplished by using a screed to shape the driveway or alley return to the lines and grade required. Finishing shall be accomplished by use of wooden floats and stiff bristled brushes or brooms. The last finish shall be by brushing or brooming in
A direction transverse to the direction of traffic.

During the entire finishing process care shall be taken to maintain the true gutter invert in line with the street curb and gutter.

Curing - Finished driveways and alley returns shall be cured in accordance with the requirements "membrane curing" "Texas Department of Highways and Public Transportation, 1982 Standard Specifications for Highways, Streets and Bridges", Item Number 531.

CONCRETE VALLEY GUTTERS, CENTER DRAINS AND DRAINWAYS

Concrete slab type street drainage structures with or without curbs, shall be constructed of Class "A" concrete to the lines and grades as shown on the plans and detail sheets or as may be established in the field by the engineer.

Subgrade excavation preparation and compaction and flexible base shall be the same as specified for street construction. All drainage structures within the roadway shall be constructed on a flexible caliche base so that the thickness of the concrete slab plus base is equal to the thickness of the hot mix asphaltic concrete surface plus base.

Forms - Forms shall be as specified for curb and gutter.

Reinforcing - All slab type drainage structures shall be reinforced as shown on the plans and detail drawings. Care shall be taken to maintain all reinforcing in good condition and at its proper location within the slab.

Expansion Joints - Expansion joint material shall be as specified for curb and gutter and for driveways and alley returns.

Expansion joints for valley gutter shall be placed at the ends of radii and at the juncture between the fillet and the cross valley as shown on the detail sheet.

For center drains, expansion joints shall be placed at the ends of widened or transition sections and at each end of a section containing a manhole or other structure and at intervals of sixty feet (60') measured along the center line of the drain.

Additional expansion joints shall be placed where drainage slabs abut backs of curbs, sidewalks and at contact points with other concrete structures.

Contraction Joints - Contraction joints shall be spaced at 15' intervals along the center line of center drains. These contraction joints shall be saw cut 3/8" wide minimum and 1/4 the depth of the slab using an approved concrete saw.

Saw cut contraction joints shall be made after the concrete has set sufficiently to prevent excessive raveling during sawing and shall be completed before the concrete is 48 hours old.

Finishing - Finishing shall be the same as for alley returns and driveways with the last finishing operation for structures subject to vehicular traffic being by broom or stiff brush in a direction transverse to the direction of traffic.

Curing - Curing shall be the same as for curb and gutter and driveways and alley returns.

SIDEWALKS

Sidewalks shall be constructed of Class A" concrete to the lines and grades as shown on the plans and detail drawings or as may be established in the field by the engineer. Sidewalks shall be constructed parallel to the back of the curb and on a grade parallel to

the top of curb grade. The minimum thickness for any sidewalk is 4 inches. The minimum width of any sidewalk is 4 feet.

Excavation and Subgrade - Excavation for sidewalk shall be made with street excavation where applicable. Care shall be exercised in excavating for sidewalks. Any over excavation or any fill required for sidewalk must be brought to grade in lifts not to exceed two inches (2") and thoroughly tamped. Subgrade for sidewalks shall be compacted to at least the density of the adjacent soil or to 85% modified proctor whichever is greater.

When a sidewalk is to be constructed on an embankment the fill must extend at least 3 feet beyond the edge of the sidewalk.

If the subgrade is dry or dusty it must be thoroughly moistened but not made muddy before concrete is placed.

Forms - Forms for sidewalks may be either steel or wood. Forms must be in good shape and true to line and grade. If nominal 2" x 4" lumber is used the subgrade must be finished one half inch (1/2") below the bottom of the form to provide the required 4 inch thickness.

Expansion Joints - Expansion joint material shall be pre-molded conforming to these specifications and shall be one half inch (1/2") thick. The expansion joint shall extend the full depth of the sidewalk.

Expansion joints shall be placed at points where the sidewalk contacts the back of curb, at all junctures between sidewalks all directions, and at all points where the sidewalk abuts a driveway, alley return or other concrete structure including fence foundations.

Transverse expansion joints shall be constructed in the sidewalk at intervals not exceeding twenty eight feet (28') as measured along the centerline of the walk except for sidewalks that are constructed wider than four feet (4') in which case expansion joints may be placed at intervals that are multiples of the width but not exceeding thirty feet (30').

Contraction Joints - Contraction joints consisting of trowel cuts one and one half inches (1-1/2") deep shall be spaced at four foot (4') intervals along the sidewalk. Contraction joints shall be edged using an edging tool with a 1/4 inch or 3/8 inch radius.

For sidewalks wider than four feet (4') contraction joints may be placed at intervals equal to the width of the walk up to but not exceeding ten feet (10').

Finishing - Sidewalks shall be "struck off" with a screed to provide an even surface and float finished using a wooden float.

The final finish on the sidewalk shall be accomplished by brooming or brushing using a stiff bristled brush or broom with the final strokes being in the transverse direction.

Curing - Curing shall be as specified for curb and gutter and driveways and alley returns.

CONCRETE RIP RAP

Concrete rip rap shall be constructed of concrete of the class and to the line and grades as shown on the plans.

Excavation and Subgrade - Care shall be taken not to over excavate for rip rap. The subgrade for rip rap shall be compacted to at least the density of the adjacent undisturbed soil or 85% modified proctor whichever is higher.

Forms - Forms, where required, may be either steel or wood. Forms must be in good condition and true to line and grade.

Expansion Joints - Expansion joints, where required, will meet the requirements of expansion joints materials as specified herein and will be placed as shown on the plans or directed by the engineer.

Finishing - Finishing shall be by screed and wooden float to produce true uniform surface.

Curing - Curing shall be as specified for other concrete herein.

Slope Paving - Slope paving may be required behind the curb or behind sidewalks where street paving requires deeper cuts in developed areas. Slope paving shall be constructed of Class "A" concrete and shall be constructed to the lines and grades as shown on the plans or as established in the field. Slope pavement shall be four inches (4") thick and shall be constructed in accord with the specifications for sidewalks.

When no slope grade is given on the plans the slope gradient shall be l:l.

Unless listed separately on the bid proposal, slope pavement shall be measured and paid for as sidewalk.

4. BACKFILL AND CLEANUP

GENERAL

Backfill and clean up are an integral part of the various items covered by this specification and must be completed for each item before that item will be considered for payment.

CONCRETE STRUCTURES WITHIN THE PAVED AREA OF STREETS

Backfill and clean up for concrete structures within the paved areas of streets, alleys, etc. shall receive special attention to assure the integrity of the street pavement.

Structures constructed in previously paved areas shall have sufficient surface removed along with base and subgrade where necessary to set full face forms for the concrete. As soon as the forms are removed all loose material shall be removed from the form trench and the trench filled to the base level with Portland cement stabilized backfill material

consisting of two (2) sacks Portland cement to one (l) cubic yard of caliche base material or one (l) cubic yard "blow sand". When the cement stabilized backfill has cured the pavement edge shall be saw cut to provide true and straight lines and the pavement restored to its original or revised grade using Hot mix asphaltic concrete conforming to the requirements of Section 2-F of these specifications.

For structures constructed on previously prepared subgrade or base course, clean up and backfill shall be considered complete when the subgrade or base course has been made ready to receive the next course.

When a structure is constructed on a finished base course and it is necessary to remove base material to set forms, backfill and cleanup shall be as described for previously paved areas and shall be considered complete when the base course is made ready to receive the surface course or courses.

BACKFILL BEHIND CURBS AND ALONG SIDEWALKS

Backfill behind curbs and along sidewalks that is to be grassed shall be made using good top soil. Top soil shall be free of caliche, rocks, clods, lumps, debris and other objectionable material. This backfill shall be compacted to at least the density of undisturbed adjacent soil but not less than 85% modified proctor.

Backfill behind curbs and along sidewalks that is to receive paving shall be constructed to conform to the base and subgrade of the adjacent paving and shall be compacted to 95% modified proctor. Or the contractor may elect to backfill to the top of the base with two (2) sack cement stabilized backfill.

In undeveloped areas and in areas where no sidewalks exist the contractor shall slope from the back of the curb to a maximum height of 1/4 inch per foot rise from the top of the curb to the property line on a straight line grade. The minimum elevation at the property lines shall be top of curb elevation.

In deeper cut areas slope paving may be required. When slope paving is required it shall be constructed to the lines and grades shown on the plans. Backfill and shaping beyond the slope paving shall be in accord with the applicable portions of this specification.

CONCRETE CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS....1

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Updated 3/06

CONCRETE STRUCTURES

1. GENERAL

This specification covers concrete structures including but not limited to junction boxes, culverts, head walls, cast in place manholes, valve vaults, meter vaults and retaining walls.

2. MATERIALS

CONCRETE

Concrete for cast in place manholes, junction boxes, storm sewer inlet boxes, valve vaults and direct traffic culvert and bridge decks shall be a modified class "C" concrete using a minimum of 6 sacks cement per cubic yard with a maximum water content of 5 gallons per sack of cement and producing a concrete with 4000 psi 28 day compressive strength.

Concrete for other structures shall be class "A" as specified in "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" item number 421. Concrete for riprap shall be class "B".

Reinforcing steel shall conform to the requirements of item number 440 or "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" and shall be of the sizes and grades as shown on the plans.

3. CONSTRUCTION

Construction of concrete structures shall be in accordance with the provisions of item 420 "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges".

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FLEXIBLE BASE, CALICHE

1. GENERAL

This item consists of the construction of a caliche flexible base course to the lines, grades and thickness shown on the plans and in accordance with the provisions of the specifications.

Qualification of Material Source - There will be no designated material sources, but the source proposed by the Contractor must be approved by the Engineer. The contractor shall furnish evidence of capability to crush and screen the material with suitable equipment.

Measurement and Payment - Measurement and payment to be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Material from the approved source shall meet the following requirements when tested in accordance with the referenced testing standards:

Gradation - Tested by ASTM C 136-67 to meet the following gradation limits:

Sieve Size	Percent Passing
1-3/4"	100.0
7/8"	65-90
3/8"	50-70
No. 4	30-60
No. 40	15-35

Liquid Limit and Plasticity Index **-** Tested by ASTM D423-66 and D 424-59.

Liquid Limit - 30.0 Maximum
Plasticity Index - 10.0 Maximum
Triaxial Classification - Tested by Texas Highway Department Method TEX 117-E, Part II - minimum class 3.0.

Source Quality Control - The contractor shall exercise caution in the operation of the material source to prevent the inclusion of inferior materials.

3. CONSTRUCTION

A. The subgrade shall be finished true to the lines and grades as shown on the plans or as established by the Engineer and finished within specified tolerances and properly maintained to prevent drying and/or loosening of the surface.

No base material may be dumped on any subgrade until it has been tested and approved by the Engineer.

B. Flexible caliche base material shall be placed in uniform courses and processed to provide a uniformly mixed base course of the proper moisture content for compaction. The processing and compaction procedure used shall provide a uniform base course compacted to ninety-five percent (95%) modified proctor density (YACHT T180) minimum. The minimum thickness of any one compacted course shall be three inches (3"). The maximum thickness of any one compacted course shall be eight inches (8").

Any soft or segregated spots that appear in the base shall be removed, replaced or reprocessed and recompacted prior to final finishing of the base. The finished base shall conform to the lines and grades as shown on the plans or established by the Engineer. Finished tolerances shall not exceed one half inch (1/2") in ten feet (10').

The finished base shall be primed as soon after finishing as practical and shall be protected until the hot mix asphaltic concrete surface is applied. In no case will prime be applied until the finished base has been approved by the Engineer.

4. TESTING

A. All test for approval of the source shall be performed by a commercial lab selected by the owner and shall be paid for by the contractor.

B. Gradation and soil constants tests (ASTM C-136, D423 and D424) and THD Triaxial Test (THD TEX117-E Part II) will be performed for source approval. Should the appearance, workability or other visual checks indicate a possible change in the material being furnished, the Engineer may require the contractor to retest the material for source approval.

C. Field quality control test will consist of the finish tolerance test and density test.

The finish tolerance test will be performed by the contractor at his expense using a 10' rolling straight edge. This test shall be performed at the direction of the Engineer or his representative. When required, the test shall consist of checking one path in each lane with the rolling straight edge.

Density test will be made by the City or a commercial laboratory chosen by the City using Troxler 3411-B nuclear density gauges or approved equal at the minimum rate of one test for each 1000 square yards of base. In no case shall less than three tests be run on any one area processed as a unit. The City will bear the cost of the first test or set of tests only. If the base fails the first test the contractor, at his own expense, will be required to have all subsequent tests performed by the commercial laboratory chosen by the city.

8/07

BITUMINOUS PRIME

1. GENERAL

This item consists of the application of a bituminous prime coat to the finished caliche base in accordance with the provisions of the Specifications.

Qualification of Material Source - Material shall be supplied by a producer with a proven performance record of acceptance by the Texas Highway Department.

Measurement and Payment - Measurement and payment will be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Cut-back asphalt grade MC-30, Texas Highway Department Item 300.

Source Quality Control - Certificates of compliance to be furnished by the producer to the Engineer.

3. CONSTRUCTION METHODS

Condition of Base - The surface of the base shall be tightly compacted to the line and grade shown on the plans and within the tolerances of the specifications. The surface shall be clean and the base shall contain sufficient moisture to assure the proper penetration of the prime.

The prime shall be applied with an approved distributor to the surface of the base at a rate of between 0.15 and 0.40 gallon per square yard. The application rate shall be varied to meet field conditions and to obtain uniform coverage, and adequate penetration. Properly applied prime coat should penetrate from 3/8" to 1/2" into the base and should cure in approximately 72 hours with ambient temperatures at or near 70 degrees F. The prime shall be applied at a temperature within the range of temperatures recommended in Item 300 of Texas Highway Department Standard Specifications. The temperature shall be varied within this range to provide a viscosity that will assure even spreading and penetration of the base. Air Temperatures at the time of application shall be above 50'F.

BITUMINOUS TACK

1. GENERAL

This item consists of the application of a bituminous tack coat to the primed base or existing asphaltic concrete or Portland cement concrete pavement in accordance with the provisions of the specification.

Qualification of Material Source - Material shall be supplied by producer with a proven performance record of acceptance by the Texas Highway Department.

Measurement and Payment - Measurement and payment will be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Cut-back asphalt grade RC-250, Texas Highway Department Item 300.

3. CONSTRUCTION METHODS

Conditions of Surface - Prior to application of tack to the base course the prime must be completely penetrated into the base and the surface cleaned of foreign objects.

The tack shall be applied with an approved distributor at a rate of between 0.05 and 0.10 gallons per square yard. The temperature of application shall be within the range recommended by the Texas Highway Department in Item 300. The surface temperature to which tack is being applied shall be above 50 degrees F. at the time of application.

When the asphaltic concrete surface is being placed on primed caliche base, use of the tack coat may be waived by the Engineer if the contractor can show that adequate adhesion of the surface being placed to the base course is achieved without it.

Tack coat shall be placed on all asphaltic concrete or portland cement concrete surfaces on which an additional course of asphaltic concrete surfacing is to be placed. The tack coat shall be rolled with a pneumatic roller to assure even distribution over the entire surface and to achieve proper penetration into and adhesion to the surface being overlayed.

HOT MIX ASPHALTIC CONCRETE

I. GENERAL

Includes the construction of the hot mix asphaltic concrete surface in accordance with lines, grades and the sections shown on the plans and with the provisions of the specifications.

Qualification of Material Sources - Producers of oil asphaltic concrete mixture to have a proven record of acceptance by the Texas Highway Department.

Measurement and Payment - Measurement and payment to be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Oil Asphalt - Oil asphalt grade AC-l0 or AC-20, Texas Highway Department Item 300. When no asphalt grade is shown on the plans, and unless directed otherwise by the Engineer, asphalt for this project shall be grade AC-10.

Coarse Aggregate - Crushed stone or crushed gravel with a minimum of 75 percent of the aggregates having two or more crushed faces. Additional requirements:

(a) Los Angeles Abrasion: ASTM C l3l, Wear not to exceed 40.

(b) Decantation: Maximum 2.0 percent by weight

Fine Aggregates - Natural sand and screenings crushed from the same or similar material meeting the requirements of the course aggregates. Additional requirements.

(a) Plasticity Index: Maximum of 6.

(b) Sand Equivalents: Minimum of 50 for each individual fine aggregate.

Paving Mixtures - The paving mixture(s) shall be as shown on the plans and details. If no mixtures are shown on the plans surface or wearing courses up to l-3/4 inches thick shall be Type D, base courses up to 2 inches thick shall be Type C and base courses over 2 inches thick shall be Type B or Type A.

(a) Gradation: The master gradations for the paving mixtures are:

TYPE "A" (Coarse Graded Base Course):	Percent Aggregate by weight or volume
Passing 2" sieve	100
Passing l-3/4" sieve	95 to 100
Passing l-3/4" sieve, retained on 7/8" sieve	16 to 42
Passing 7/8" sieve, retained on 3/8" sieve	16 to 42
Passing 3/8" sieve, retained on No. 4 sieve	10 to 26
Passing No. 4 sieve, retained on No. l0 sieve	5 to 21
Total retained on No. l0 sieve	68 to 84
Passing No. l0 sieve, retained on No. 40 sieve	5 to 21
Passing No. 40 sieve, retained on No. 80 sieve	3 to 16
Passing No. 80 sieve, retained on No. 200 sieve	2 to 16
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

TYPE "B" (Fine graded Base or Leveling-up course)	Percent Aggregate by Weight or Volume
Passing l" sieve	100
Passing 78" sieve	95 to 100
Passing 7/8" sieve, retained on 3/8" sieve	21 to 53
Passing 3/8" sieve, retained on No. 4 sieve	11 to 42
Passing No. 4 sieve, retained on No. l0 sieve	5 to 26
Total retained on No. l0 sieve	58 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 21
Passing No. 80 sieve, retained on No. 200 sieve	3 to 21
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

Type "C" (Coarse Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing 7/8" sieve	100
Passing 5/8" sieve	95 to 100
Passing 5/8" sieve, retained on 3/8" sieve	16 to 42
Passing No. 4 sieve, retained on No. l0 sieve	11 to 37
Total retained on No. l0 sieve	54 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 Sieve	3 to 27
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

TYPE "D" (Fine Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing l/2" sieve	100
Passing 3/8" sieve	85 to 100
Passing 3/8" sieve, retained on 4" sieve	21 to 53
Passing No. 4 sieve, retained on No. l0 sieve	54 to 74
Total retained on No. l0 sieve	54 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 sieve	3 to 27
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 4 to 8 percent of the mixture by weight.

TYPE "F" (Fine Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing 3/8" sieve	100
Passing No. 4 sieve	95 to 100
Passing No. 4 sieve, retained on No. l0 sieve	58 to 73
Passing No. l0 sieve, retained on No. 40 sieve	6 to 26
Passing No. 40 sieve, retained on No. 80 sieve	3 to 13
Passing No. 80 sieve, retained on No. 200 sieve	2 to 11
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 6.5 percent of the mixture by weight.

(b) Tolerances: Deviations from job mix formula limited to:

(l) Sizes larger than the l0 sieve- Plus or Minus 4 percent.

(2) No. l0 sieve and smaller - Plus or Minus 3 percent.

(3) The deviation from the job mix formula shall be further limited in that the total deviation from the job mix formula between any two adjacent aggregate grades shall not exceed the allowable deviation for either one.

(4) Asphalt - Plus or Minus 0.3 percent.

(c) Density - The mixture shall be designed to produce an acceptable mixture within tolerance, at or near optimum density. The mixture molded in the laboratory should have the following percent of maximum theoretical density:

Minimum	Maximum	Optimum
96	98	97

(d) Stability: Minimum of 35 Hveem

Source Quality Control - Paving mixture and plant tests to be performed by laboratory selected and paid by the Owner, except as noted.

Job Mix Formula - The contractor shall submit a job mix formula, prepared by laboratory chosen by the owner, at least l0 days in advance of laying operations to allow time for review by the engineer. Substitution of one or more materials will require a new job mix formula and must be approved by the engineer.

The design of job mix formula whether for original submittal or revisions shall be paid for by the contractor.

Plant Tests - Check of raw material uniformity, quality and flow, hot bin gradations, temperature of mixture, mixture tests for density, stability and percent asphalt and other necessary tests to be performed bythe laboratory selected by the owner for each day's production.

Oil Asphalt - Producer to furnish certificates of compliance to the Engineer.

3. CONSTRUCTION METHODS

A. GENERAL

Condition of Base - The surface of the base shall be tight and free of debris. The prime coat shall be uniformly distributed, well penetrated and completely cured prior to application of the tack coat. If the mixture will adhere to the surface of the base without the application of a tack coat, the tack coat can be eliminated. If the surface of the base is one half (l/2") inch or more lower than the proposed bottom of the asphaltic concrete it shall be corrected by placing and compacting a level up course of the asphaltic concrete before the mat is placed on it.

Stockpiling, Storage, Batching and Mixing - Shall meet the requirements of Item 340, "Texas Highway Department l982 Standard Specifications for Road and Bridge Construction.

Weather Limitations - Shall be the requirements of Item 340,"Texas Highway Department l982 Standard Specifications for Road and Bridge Construction." With the added provision that no asphaltic concrete shall be placed when the surface on which the mat is to be placed is below 50 degrees F.

Thickness - Shall be as shown on plans. Unless shown otherwise on the plans, the maximum compacted thickness of any one course of asphaltic concrete shall be two and one-half (2-l/2) times the maximum aggregate size of the mixture being placed. The minimum shall be one (l) inch or one and one fourth (1-1/4) times the maximum particle size which ever is greater.

B. PLACING

Placing of Asphaltic Concrete shall be accomplished using an approved self propelled spreading and finishing machine with a heated vibrating screed capable of producing a surface that will meet the requirements of the typical cross section and the surface test, and when the mixture is dumped directly into the finishing machine shall have adequate power to propel the delivery vehicles in a satisfactory manner. The finishing machine shall be equipped with a flexible spring and/or hydraulic type hitch sufficient in design and capacity to maintain contact between the rear wheels of the hauling equipment and the pusher rollers of the finishing machine while the mixture is being unloaded.

The use of any vehicle which requires dumping directly into the finishing machine and which the finishing machine cannot push or propel in such a manner as to obtain the desired lines and grades without resorting to hand finishing will not be allowed. Vehicles dumping directly or indirectly into the finishing machine shall be so designed and equipped that unloading into the finishing machine can be mechanically and/or automatically operated in such a manner that overloading the finishing machine being used cannot occur and the required lines and grades shall be obtained without resorting to hand finishing.

Automatic screed controls will be required and shall meet the requirements item, 528 "automatic screed controls for asphaltic concrete spreading and finishing machines "Texas Department of Highways and Public Transportation 1982 Specifications for Construction of Highways, Streets and Bridges".

The screed shall be ski controlled using a ski of not less than l8' in length. Curb shoe control will not be allowed.

The spreading and finishing machine shall be maintained in good working order and operated by competent trained personnel.

The Engineer may require the contractor to place a test strip to prove the capability of the machine and the competency of the operating personnel to produce a satisfactory finished surface.

In dips and on curved surfaces where the ski control cannot be used, the surface will be controlled using a l0' straight edge.

Fillet areas, turn outs and other areas not accessible to the spreading machine may be hand laid provided a satisfactory surface is produced.

C. COMPACTION AND FINISHING

Compaction Requirements - The asphaltic concrete surface shall be compacted so that the compacted mixture will contain not more than seven percent (7%) nor less than three percent (3%) air voids.

The surface of the pavement, after compaction, shall be smooth and true to the established line, grade and cross section, and when tested with a l0 foot rolling straightedge, except as provided herein, the maximum deviation shall not exceed l/8 inch in l0 feet, and any surface not meeting this requirement shall be corrected as directed by the engineer.

Raking and Leveling - Minor leveling may be accomplished using asphalt rakes prior to compacting the surface. The surface shall be leveled by loosening the surface of the asphaltic concrete using an asphalt rake then adding or removing material and smoothing the surface. Any large aggregate worked to the surface in this process shall be removed before compaction. The large aggregate shall not be spread over the new asphaltic concrete surface.

Edges and joints with compacted asphalt or concrete gutters shall be carefully squared and excess material removed before compaction. Care shall be taken to see that NO excess material laps over onto the surface of existing asphaltic concrete paving or concrete gutters. Large aggregate worked to the surface in this process shall be removed. It shall not be spread over the new asphaltic concrete surface.

Rolling - In general rolling shall conform to the requirements of item 340 of the Texas Department of Highways and Transportation 1982 Specifications for Construction of Highways, Streets an Bridges except as modified herein.

It shall be the responsibility of the contractor to have rolling equipment available on the job to properly compact the paving mixture in place as required without delay to the lay down operation. Rollers provided shall meet the qualifications for their type as follows:

PNEUMATIC TIRE ROLLERS: The rollers shall be acceptable medium pneumatic tire rollers conforming to the requirements of the item, "Rolling (pneumatic tire)", Type B, unless otherwise specified on plans.

TWO AXLE TANDEM ROLLER: This roller shall be an acceptable power driven tandem roller weighing not less than 8 tons.

THREE WHEEL ROLLER: This roller shall be an acceptable power driven three wheel roller weighing not less than l0 tons.

THREE AXLE TANDEM ROLLER: This roller shall be an acceptable power driven three axle roller weighing not less than l0 tons.

Vibrating rollers will not be used without prior written approval of the engineer. Written approval will be granted only upon demonstration by the contractor that the roller and operator can produce a satisfactory surface within the tolerances of these specifications. Only the operator or operators thus approved will be allowed to operate the vibrating roller on this project.

Areas not accessible to standard rollers shall be compacted using trench rollers, impact tampers, hand tamps or other approved means that will produce the density and surface required.

JOINTS- Shall be carefully rolled to provide compaction of the asphalt against the existing surface or face of the concrete gutter. Joints between concrete gutters and Hot Mix Asphaltic Concrete shall be placed so that the HMAC will be approximately l/2 inch higher than the concrete when compaction is completed. At transverse joints such as valley gutters and fillet areas where finishing asphalt paving 1/2 inch above the edge of concrete will adversely affect ride quality the asphalt shall be finished 1/4 inch above the edge of the concrete.

Transverse joints shall be rolled in the transverse direction with the first pass extending approximately six (6") inches onto the new asphalt each additional pass shall extend approximately twelve (12") inches further onto the new asphalt until the full width of the roller is on the new asphalt. Longitudinal rolling may begin then.

All transverse joints shall be checked with a l0" straight edge while the material is

still hot enough to roll. Any corrections shall be made by loosening the material using an asphalt rake and adding or removing material and recompacting the surface. The surface shall be rechecked and when the joint is acceptable the asphalt spreading machine may proceed with the pass.

Final or finish rolling shall be accomplished using a two axle tandem roller to remove roller marks. This rolling shall be accomplished after the surface has cooled sufficient to minimize further marking but before it is too cool to respond to rolling.

STRAIGHTEDGES AND TEMPLATES - The contractor shall provide acceptable l0 foot straightedge for surface testing. Satisfactory templates shall be provided as required by the Engineer.

4. FIELD QUALITY CONTROL

Test Lots - Field Quality Control Tests shall be made by lot with a lot being the amount of contiguous surface laid in one day. No lot shall exceed l0,000 S.Y. If a days laying exceeds l0,000 S.Y., that days laying shall be divided into two approximately equal lots. The same lot divisions shall be used for all Quality Control Tests. Each separate block or combination of contingeous (blocks) of paving shall be considered as a separate lot even though they may be placed in a single day and do not comprise l0,000 S.Y. of surface.

Surface Tests - Surface tolerance tests will be performed in both longitudinal and transverse directions. The test for longitudinal surface tolerance will be performed with a ten-foot rolling straightedge furnished by the contractor, and calibrated and used in accordance with the manufacturer's recommendation or other approved method.

The maximum allowable deviation in surface shall be 1/8 inch in 10 feet. Tests for longitudinal surface tolerance will be performed by the contractor, accompanied by the engineer within 24 hours of the completion of a lot. One path in each lane for the length of the entire lot will be tested. The location of the test path (Distance from centerline or pavement edge) will be determined by the engineer through the use of random numbers. Any deviations in the surface finish of a roadway wearing course which exceeds l/4 inch must be corrected. After corrections have been made, the entire lot must meet the l/8 inch surface tolerance.

Thin course "scab on" patching will NOT be permitted. Corrections may be made by planning, milling and patching or by removing and replacing affected surface area.

When milling and patching is used to correct surface defects the minimum depth of removal shall be l".

For milling and patching or surface removal the area removed or milled shall be sufficiently large to avoid the appearance of patching.

When planning is used to correct defects the thickness of the remaining paving shall meet the thickness requirements as shown on the plans.

Surface tolerance test will be performed on the last or wearing course only.

Asphaltic concrete pavement constructed under these specifications that does not meet the surface tolerance requirements and is allowed to remain in place will be paid for at a reduced rate determined by multiplying the price bid for the wearing surface course by a surface tolerance quality factor. This rate shall apply to the entire lot.

Lower courses will not be affected by this quality factor but will be paid for at the price bid or such price as it may be affected by other quality factors.

The surface tolerance quality factor will be determined according to the following schedule:

Linear % of pavement exceeding 1/8 inch surface tolerance	Surface tolerance quality factor
0.0 to 1.0	1.0
1.1 to 1.5	0.9
1.6 to 2.5	0.8
over 2.5	0.5

Roadway surface requirements will not be applied for paved drives, aprons, turnouts, and other irregular sections, however, asphaltic concrete shall be placed in such a manner as to provide a neat and uniform appearance and shall be compacted by methods satisfactory to the engineer.

The contractor may request permission to reconstruct a portion of the pavement when, in his opinion, the surface tolerance quality factor can be improved. Upon approval of the engineer, the contractor shall take sufficient tests to isolate the portion or portions of pavement to be pre- constructed and remove and reconstruct the pavement. All costs in connection with this reconstruction are to be born by the contractor. The minimum width of this reconstruction shall be l/2 the street width unless approved otherwise in writing by the engineer. The portions reconstructed shall be re-tested and the surface tolerance quality factor recomputed using the new information along with the test from the area within the portion of the lot not reconstructed.

When other quality factor reductions are provided for on the plans or in the specifications the effect shall be cumulative ie: QFl x QF2 x QF3 x ....x QFn x unit price.

No payment will be made for pavement with a combined quality factor of less than 0.5.

Thickness Test - Thickness test will be made by the engineer on each course of asphaltic concrete laid. Test specimens shall be made by a commercial laboratory selected by the owner. Test specimens shall be cores having a minimum nominal diameter of 6". These cores shall be made in the presence of the inspector at locations designated by the inspector using an approved power operated coring machine.

For thickness and compaction test, each lot shall be divided into approximately equal sublots corresponding in width to each pass of the lay down machine and containing up to but not exceeding 2,000 square yards each. If a lot contains less than 2,000 square yards the engineer may, at his option, divide the lot into two equal sublots, or, if the contractor has a record of satisfactory workmanship, the engineer may waive tests on said lots.

The engineer will locate one test spot for each l,000 S.Y. and/or fraction thereof in each sub-lot using random numbers. If a spot thus located falls within one foot of a longitudinal joint or lip of gutter or within two feet of an unsupported edge or within l5 feet of the beginning or ending edge of a pass, the engineer will relocate the spot using random numbers. The commercial laboratory chosen by the owner will remove the test specimen from each designated spot, mark the specimen and the adjacent pavement for future reference and perform the required tests. Test specimens shall be removed with special caliper type tongs having circular jaws of the diameter of the specimen being removed. These jaws shall grip at least 1/2 of the circumference of the specimen. Screw drivers or other type of prying instruments shall not be used to remove the specimens.

The thickness of a specimen shall be determined by averaging four (4) measurements made at ninety degree (90) intervals around the specimen. Any thickness less than design thickness shall be considered as deficient.

For hot mix asphaltic concrete pavement less than 2 inches thick the maximum allowable deficiency in any one test specimen is l/8 inch provided that no more than twenty five percent (25%) of the specimens tested show a deficiency. For pavement in excess of 2 inches in thickness the maximum allowable deficiency in any one specimen shall be l/8 inch plus l/l6 inch for each additional inch of thickness provided that no more than twenty five percent (25%) of the test specimens show a deficiency.

When a test specimen has a greater deficiency and less than (25%) of the test specimens show a deficiency the contractor shall, at his own expense, determine the extent of the deficiency and correct it by removing and replacing the surface. The minimum width for such correction will be the full width of the pass or passes of the lay down machine in which the deficiency occurs.

The minimum length of such correction shall be three times the width removed. When more than (25%) of the test specimens show a deficiency the surface may at

the engineers option be declared uniformly deficient and the contractor shall correct the deficiency by removing and reconstructing the surface or by constructing an overlay of not less than l inch thickness over the deficient area. The construction of an overlay will require milling at lip lines and dips.

The corrected surface shall meet all the requirements of these specifications.

Asphaltic concrete pavement constructed under these specifications that is less than design thickness, if allowed to remain in place, will be paid for at a reduced rate determined by multiplying the unit price bid in the bid proposal by a thickness quality factor. This rate shall apply to the entire lot in which the deficiency is found.

The thickness quality factor for hot mix asphaltic concrete pavement less than 2 inches in thickness shall be:

Thickness Deficiency	Quality Factor
Maximum l/8" for any one specimen with no more than 25% of the specimens showing a deficiency.	l.0
Pavement not meeting the 25% limitation with an average specimen deficiency up to l/8 inch.	0.75
Average specimen deficiency of l/8 inch to l/4 inch	.55
Average deficiency of more than l/4 inch	0.0

The thickness quality factor for hot mix asphaltic concrete more than 2 inches thick will be l.0 if the maximum deficiency for any one specimen is l/8 inch plus l/l6 inch for each additional inch of thickness over 2 inches and not more than twenty five percent (25%) of the test specimens in the lot are deficient. For thickness test that fall outside this area either by single specimen thickness deficiency or more than twenty five percent (25%) of the specimens showing deficiency the thickness quality factor shall be computed as follows:

$$\text{Thickness Quality Factor} = \frac{1}{\left(\frac{1}{\text{Thickness Ratio}}\right)^2}$$

The thickness ratio for a lot is the average specimen thickness for that lot, with no allowance for thickness in excess of design, divided by the design thickness. For determining the average specimen thickness, those specimens in excess of design thickness shall be considered at design thickness.

The minimum thickness quality factor for which payment will be allowed is .55. Any pavement with a thickness quality factor below .55 will be considered as having a thickness quality factor of 0. This shall apply only if the contractor requests, in writing, to have this paving remain in place and this request is approved in writing by the engineer.

When the deficient area is in a lower course of a multi-course paving structure the contractor may reduce or correct the deficiency by increasing the thickness of the subsequent course or courses as follows:

When subsequent course is	Maximum increase in course thickness
Type B	1/2"
Type C	3/8"
Type D	1/4"

When corrected in this manner the thickness quality factor shall be determined using the combined thickness of the corrected courses and shall apply to all unit prices applicable to this lot.

The contractor may request permission to reconstruct a portion of the pavement when, in his opinion, the thickness quality factor can be improved. Upon approval of the engineer, the contractor shall take sufficient tests to isolate the portion or portions of pavement to be reconstructed and remove and reconstruct the pavement. All cost in connection with this reconstruction are to be born by the contractor. The minimum width of this reconstruction shall be l/2 the street width unless approved otherwise in writing by the engineer. The portions reconstructed shall be retested and the thickness quality factor recomputed using the new information along with the test from the area within the portion of the lot not reconstructed.

When other quality factor reductions are provided for on the plans or in the specifications the effect shall be cumulative ie: QFl x QF2 x QF3 x....x QFn x unit price.

No payment will be made for pavement with a combined quality factor of less than 0.5.

Compaction Test: Compaction test will be made by the commercial laboratory chosen by the owner on the core samples removed from the paving for thickness testing.

The percent air voids will be calculated using maximum theoretical specific gravity of the mixture.

The contractor may attempt to correct deficiencies in compaction by additional pneumatic rolling upon written permission of the engineer. Requests for permission to conduct additional rolling shall be submitted, in writing, to the engineer no later than three days following notification of the deficiency by the commercial laboratory and the additional rolling shall be completed within ten (l0) days following said notification weather permitting.

In no case shall the additional rolling be delayed beyond thirty (30) days from the date the surface was laid. All cost for additional rolling and additional coring and testing of the re-rolled surface shall be born by the contractor.

Asphaltic concrete pavement not meeting this specification and that is allowed to remain in place shall be paid for at a reduced rate determined by multiplying the price bid in the bid proposal by a compaction quality factor determined according to the following schedule:

Percent air voids (average of all specimens for the lot)	Compaction Quality factor	
less than 3	0	
3.0 to 8.0	1.0	
8.1 to 9.0	0.9	
9.1 to 10.0	0.7	
10.1 to 11.0	0.5	and the engineer may require a chip seal to be applied at the contractor's expense
More than 11		0 and the engineer may require a chip seal to be applied at the contractor's expense.

NOTE: HMAC surfacing with between 11% and 15% air voids may, upon written request by the Contractor, be reviewed by the Engineer to determine if it may be left in place. The Engineer's review will consider the type of street and expected traffic conditions among other factors and a written determination will be issued. If the surface is allowed to remain in place, a chip seal will be required at the Contractor's expense. The quality factor for this paving will remain at 0.

The reduced rate shall apply to the entire lot.

The effect of compaction quality factors shall be cumulative and shall be applied as described for surface quality factors and thickness quality factors.

Cost for Field Quality Control - The surface tolerance test shall be made by the contractor at his expense.

The initial thickness and compaction test will be made at no cost to the contractor except for the cost of materials and labor to repair the holes left when cores are removed.

The cost of all thickness test to isolate a deficient area and the cost of retesting the corrected area shall be born by the contractor.

The cost of all retesting of compaction after additional rolling to correct compaction deficiencies shall be born by the contractor.

Areas reconstructed to remedy deficiencies shall meet all the requirements of these specifications and shall be tested in the same manner as original construction. The cost of all tests on reconstructed areas shall be born by the contractor.

5. ADDITIVES

Anti-stripping: An approved liquid anti-stripping agent shall be added to the asphalt used in the hot mix asphaltic concrete. The rate of application shall be in accordance with the manufacturer's recommendation. The minimum anti-stripping agent added shall be one-half (l/2) of l%.

The anti-stripping agent used shall have a proven record when used with similar aggregate and shall be approved by the engineer in writing prior to the date set for reception of bids.

DOUBLE COURSE ASPHALT SURFACE TREATMENT

1. SCOPE

The work to be done under this section consists of furnishing all labor, materials and equipment necessary to construct a Double Asphalt Surface Treatment on the prepared base course in accordance with the sections shown on the plans and as specified herein or as directed by the Engineer.

2. MATERIALS

2.1 Asphalt

The asphalt used shall be of the grade and type specified below. The material shall be homogeneous and free from water, shall not foam when heated to 347° F., and shall meet the following requirements.

Viscosity Grade AC-5
Texas Highway Department 1982 Specifications

Viscosity 140 F. Stokes	500 +/- 100	
	Min.	Max.
Viscosity 140 F. Stokes	1.4	--
Penetration 77° F. 100 g. 5 sec.	135	--
Flash Point C.O.C.F.	425	--
Solubility in trichlorethylene percent	99.0	--

Tests on residues from thin film oven test:

Viscosity 140 F. Stokes	--	1500
Ductility, 77° F. 5 cms per min. cms.	100	--

Spot Test – negative for all grades.

2.2 Aggregate

All aggregate shall be composed of sound and durable particles of crushed stone or crushed gravel. At least eighty-five percent (85%) of the particles of the aggregate retained on the No. 4 sieve shall have one or more crushed faces. Aggregate particles shall be free from organic matter, clay, loam, or pebbles coated therewith, and shall not contain more that (5%) of slate, shale, schist or soft particles of sandstone. The aggregates shall have a percent of wear of not more than thirty-five (35). (Los Angeles Abrasion Tests of Coarse Aggregate, AASHO Designation

T-96 as revised). Crushed limestone will not be acceptable for this project.

Double Asphalt Surface Treatment

No. 1 Aggregate –	Retained on ¾" Sieve -	0% by weight
(Texas Highway	Retained on 5/8" Sieve -	0 – 2% by weight
Department 1982	Retained on ½" Sieve -	20, 35% by weight
Grade 3)	Retained on 3/8" Sieve -	85 – 100% by weight
	Retained on ¼" Sieve	95 – 100% by weight
	Retained on No. 10 Sieve-	99-100% by weight

No. 2 Aggregate -	Retained on ½" Sieve -	0% by weight
(Texas Highway	Retained on 3/8" Sieve -	0 – 5% by weight
Department 1982	Retained on No. 4 Sieve -	40 – 85% by weight
Grade 5)	retained on No. 10 Sieve -	98 –100% by weight
	Retained on No. 20 Sieve-	99 100% by weight

3. CONSTRUCTION METHODS

3.1 Preparation of base

If the surface of the base course is not in proper condition for placement of surfacing, it shall first be brought true to the section and grade as established. The base shall be checked, and any deviation in excess of ¼-inch from grade or from true cross section shall be corrected by scarifying then adding or removing material, reshaping and re-compacting by sprinkling and rolling. No "scab" or "featheredge" patches will be permitted. After correction of any defects in the base, it shall be cleaned of dirt, dust, or other deleterious material by sweeping or other approved methods and primed.

The base course shall be primed with MC-30 Asphalt as directed by the Engineer. The asphalt used shall meet the 1982 Texas Highway Department Specifications Item 300.

The base course shall be checked at least 24 hours in advance of placing the surfacing and any defects shall be repaired and re-primed. Immediately prior to placing the surfacing, the base shall be cleaned of all dirt, dust, or other deleterious materials by sweeping with rotary and hand brooms or other approved methods.

Prime coats shall not be applied more than 7 days in advance of placing the surface course. Areas that have been primed longer than the time

specified above prior to placing the surface course shall be re-primed at the Contractor's expense.

3.2 Handling and Applying Asphalt

All storage tanks, piping, retorts, booster tanks, and distributors used in storing or handling asphalt shall be kept clean and in good operating condition at all times, and they shall be operated in such a manner that there will be no contamination of the asphalt with foreign material. Asphalt shall not be heated above 400° F. at any time, and when applied, it shall be at a temperature of not less than 300° F. and not more than 350° F. The Engineer will select the temperature of application, and the Contractor shall apply the asphalt at a temperature within 15° of the temperature selected. All asphalt material heated above 400° F. will be rejected. Re-circulating heating equipment shall be equipped with recording temperature gauges.

The prime coat shall not be applied when the air temperature is below 50° F. and falling or when in the opinion of the Engineer weather conditions are not suitable. Prime coat shall not be applied when the temperature of the surface on which it is to be applied is less than 40° F. The prime coat shall be applied at least 24 hours in advance of placing the surface course. Prime coat shall be applied with an approved distributor at a rate of 0.30 gallon per square yard, or as directed by the Engineer.

Double Asphalt Surface Treatment shall not be applied when the temperature of the surface on which it is to be placed is below 50° F. and is falling but may be applied when the air temperature is above 40° F. and rising. No asphalt shall be placed when general weather conditions, in the opinion of the engineer, are unsuitable. No double asphalt surface treatment shall be placed from September 30 to April 15.

Asphalt shall be applied on the clean surface by an approved type of self-propelled pressure distributor so operated as to distribute the material in the quantity specified, evenly and smoothly, under a pressure necessary for proper distribution. The Contractor shall provide necessary facilities for determining the temperature of the asphalt in all of the heating equipment and in the distributor, for determining the rate and pressure at which it is applied, and for securing uniformity at the junction of two distributor loads. The beginning and ending of each shot of asphalt shall start and stop on a strip of heavy craft paper of not less than thirty (30) inches in width.

In areas inaccessible to the distributor, asphalt shall be applied by means of a hose and spray nozzles attached to the distributor. Care shall be

taken during application of any asphalt to shield the curb and gutter from the asphalt spray; satisfactory means of handling this matter will be insisted upon.

3.3 Application of Aggregate

Immediately after making the first application of asphalt, the surface shall be covered with No. 1 aggregate. The aggregate shall be spread with an approved self-propelled continuous feet aggregate spreader box, or approved equal, at rates as specified below or as directed by the Engineer. If necessary to obtain uniform distribution of aggregates, hand brooming and hand spotting of aggregates will be required. After completion of placing the aggregates, all areas shall be bull-wheeled with a three- wheeled roller weighing not less than 8 tons followed immediately by two complete passes with an approved self propelled pneumatic roller.

The second application of asphalt shall then be made and the No. 2 aggregate shall be applied in the same manner as stated above for the No. 1 aggregate. The Contractor shall be responsible for the maintenance of the surface and the distribution of the excess aggregate until the work is accepted.

On the two successive days following completion of the work as specified above, all areas shall be rolled with at least four complete coverage's with a pneumatic roller. This rolling shall be done in the warm part of the day.

3.4 Rate of Application of Materials

The asphalt and aggregate shall be applied at the rates specified in the following schedule:

Double Asphalt Surface Treatment

Application	Aggregate Gal. Asphalt/Sq. Yd.	Aggregate Cu. Yd. To Sq. Yds.	Designation
First	0.30	1:70	No. 1
Second	0.40	1:110	No. 2

3.5 Cleanup

After completion of the asphalt surfacing, all debris resulting from the construction shall be cleaned up and removed from the site of the work to

an approved place of disposal. The ditches, shoulders and back slopes shall be bladed and graded to true grades and cross sections as shown on the plans. The entire premises of the work shall be left in a clean condition satisfactory to the Engineer, and all costs of cleanup shall be included in the contract unit prices for the items of work involved.

DOUBLE COURSE ASPHALT SURFACE TREATMENT 1
1. SCOPE 1
2. MATERIALS 1
2.1 Asphalt 1
Viscosity Grade AC-5 1
Texas Highway Department 1982 Specifications 1
Viscosity 140 F. Stokes 1.4 --..... 1
2.2 Aggregate 1
Double Asphalt Surface Treatment 2
3. CONSTRUCTION METHODS 2
3.1 Preparation of base 2
3.2 Handling and Applying Asphalt 3
3.3 Application of Aggregate 4
3.4 Rate of Application of Materials 4
Double Asphalt Surface Treatment 4
3.5 Cleanup 4

3/2006

PREPARATION OF ASPHALTIC CONCRETE SURFACE FOR OVERLAY OR SEAL COAT

1. GENERAL

This item includes patching, milling and incidentals to prepare the asphaltic concrete surface for tack coating and overlay or for application of a seal coat.

2. MATERIALS

a. Asphalt

Asphalt for hot mix asphaltic concrete shall be Grade ACl0 Texas Highway Department Item 300.

Asphaltic concrete shall be Type D or Type F Texas Highway Department Item 340 except when the overlay is the second phase of phased construction in which case the asphaltic concrete for full depth patching shall be the grade as shown on the plans.

b. Portland Cement Stabilized Base

Cement stabilized base shall conform to Texas Highway Department Item 274 and shall consist of caliche base materials described in Section 2-C of this specification. Stabilized using 2 sacks of Portland cement per cubic yard. Cement stabilized base may be blade mixed at or near the job site if the contractor can produce a uniformly mixed acceptable product by this method.

3. PATCHING

a. Patching Surface Raveling

Where, in the opinion of the engineer, surface raveling has caused sufficient loss of material to require patching, the contractor shall thoroughly clean the area to be patched by brooming, and/or compressed air nozzle. When the patched area is completely free of loose aggregate and other foreign matter the contractor shall lightly brush the area with emulsified asphalt type SS1 and apply Type F hot mix asphaltic concrete. The asphaltic concrete shall be raked using an asphalt rake and finished smooth a little higher than the existing surrounding surface and compacted using a steel wheel roller and/or a pneumatic roller. Rollers shall be sufficient size and weight to achieve

adequate compaction. Small areas may be compacted using vibrating plate compacters when approved by the Engineer.

b. Patching Deteriorated Surface

When, in the opinion of the engineer, the surface has deteriorated to a point where replacement is required the engineer shall mark the area to be removed and replaced. The contractor shall saw cut for the full depth of the asphaltic concrete and remove said pavement. The saw cut shall be rectangular in shape with the edges being parallel to and at 90` to the centerline of the street. The minimum width for any patch shall be one (l') foot. After the surface has been removed the base shall be carefully smoothed and all loose base material shall be removed. When needed the base shall be reprimed using a light shot of RC 250 or MC 30 asphalt. After the prime coat has penetrated the base material, the contractor shall apply tack coat to the sawed edges of the surface and place Type D asphaltic concrete to a sufficient depth above the existing surface to provide a compacted surface slightly higher than the adjacent surface. The patch shall be compacted to a density of 92% to 97% Rice density using steel wheel and or pneumatic rollers.

c. Patching Deteriorated Substructure

When the base and or subgrade have failed and are to be removed, the contractor shall remove the surface as specified for deteriorated surface patching. The weakened base shall be removed to a uniform depth to expose undamaged base or subgrade. The minimum depth of removal shall be six (6") inches. The base and subgrade thus removed shall be replaced with Portland cement stabilize base and compacted to 95% modified proctor density and finished at the level of the abutting base. The finished base shall be primed and the surface replaced as specified for patching deteriorated surface.

4. MILLING

Surface milling shall be accomplished using approved asphalt milling machines. The maximum depth of milling shall be one (l") inch.

Milling shall be as directed by the engineer to remove asphaltic concrete placed at valley gutters, gutters and at the ends of the first phase of phased construction for drainage and to remove the asphaltic concrete placed for a smooth connection between that phase and the existing paving. The Engineer may also direct milling to

remove ridges and ruts that have formed on the pavement surface.

The Contractor shall be responsible for controlling the milling operation so that only these areas which require milling are milled. No measurement or payment will be made for milling where only superficial surface marks are left and from which no material is removed. When milling is required to remove ridges and ruts the low areas between ridges and ruts will be considered as "milled surface" for payment.

If a smooth straight joint can not be made by milling the contractor may be required to saw cut a one (l") inch depth groove at the edge of the milled area and remove material between the saw cut and the milled area by hand. No separate payment will be made for this saw cut when required.

5. MEASUREMENT AND PAYMENT

a. Patching Surface Raveling

Measurement will be made of the actual square footage of surface area patched. Payment will be made at the price bid per square foot for patching surface raveling in the bid proposal.

b. Patching Deteriorated Surface

Measurement will be made of the square yards of street surface replaced.

Payment will be made for the actual number of square yards of street surface replaced at the price bid per square yard for patching deteriorated surface in the bid proposal.

c. Portland Cement Stabilized Base

Measurement will be made of the actual cubic yards of compacted cement stabilized base in place.

Payment will be made at the price per cubic yard bid for compacted in place Portland cement stabilized base in the bid proposal.

d. Saw Cutting

Measurement will be made of the actual length of full depth saw cut made as directed by the engineer. No measurement will be made of the sawing required to square up poor milling edges.

Payment will be made at the price per linear foot of full depth saw cutting for the actual number of feet of saw cut as measured above.

No payment will be made for saw cutting required to square up the edges left by improper, inadequate or poor quality milling.

e. Milling

Measurement will be made of the actual area milled. No measurement will be made of areas where milling leaves only superficial surface marks from which no material was removed.

Payment will be made for the actual number of square yards of surface milling as measured above at the unit price bid per square yard of surface milling in the bid proposal.

01/04

SEAL COAT

I. DESCRIPTION

This item shall consist of the application of liquid asphalt to the existing pavement surface followed by placement of cover aggregate and rolled to increase adhesion, together with other operations necessary to form a complete durable seal coat.

II. MATERIALS

A. Asphaltic Materials

The material shall be homogeneous, shall be free from water, shall not foam when heated to 347 degrees F and shall meet the following requirements:

		VISCOSITY GRADE	
TEST		AC-5 Min/Max	AC-10 Min/Max
Viscosity, 140 F stokes		500+100	1000+200
Viscosity, 275 stokes		1.4	1.9
Penetration, 77F, 100g, 5 sec.		135	85
Flash Point, C.O.C.F.		425	450
Solubility in trichlorethylene	%	99.0	99.0
Tests on residues from thin film oven test: Viscosity, 140 F stokes		1500	3000
Ductility, 77 F 5cms per min, cms		100	70
Spot Test		Negative for all grades	

B. Storage, Heating and Application Temperatures

Asphalt materials should be applied at the temperature which provides proper and uniform distribution and within practical limits avoiding higher temperatures than necessary. Satisfactory application usually should be obtained within the recommended ranges shown below. No material shall be heated above the following maximum temperatures:

Applications and Mixing

TYPE-GRADE	Recommended Range, F	Maximum Allowable, F	Heating and Storage Maximum, F
AC-5, 10	275-350	375	400

NOTE:Heating of asphalt materials (except emulsions) constitutes a fire hazard to various degrees. Proper precautions should be used in all cases and especially with RC cutbacks.

Warning to Contractors: Attention is called to the fact that asphaltic materials are very flammable. The utmost care shall be taken to prevent open flames from coming in contact with the asphaltic materials or the gases of same. The Contractor shall be responsible for damages from any fires or accidents which may result from heating the asphaltic materials.

C. Additives

1. Latex Additive: A minimum of two percent by weight latex additive (solids basis) shall be added to AC-5 asphalt when specified on the plans or in other specifications in the contract. The latex additive shall be governed by the following specifications:

The latex is to be an anionic emulsion of butadiene-styrene low-temperature copolymer in water, stabilized with fatty-acid soap so as to have good storage stability, and possessing the following properties:

Monomer ratio, B/S 70/30
Minimum solids content 67%
Solids content per gal @ 67% ..... 5.3 lbs
Coagulum on 80-mesh screen ..... 0.1% max

Type Anti-oxidant ..... staining
Mooney Viscosity of Polymer
(M/L4 @ 212 F) ....100 min
pH of Latex ..... 9.4 - 10.5
Surface Tension ..... 28-42 dynes/cm^2
Brookfield Viscosity
of Latex ..... 1200 ps max @ 67% solids

The finished latex-asphalt shall meet the following requirements:

Viscosity at 140 F, stokes ..... 1500 max
Ductility at 39.2F, 1cm per min, cm..... 100 min

2. Anti-stripping Agent. An approved liquid anti-stripping agent shall be added to the asphalt used on this project when called for on the plans or elsewhere in the specifications or bid proposal. The rate of application shall be in accordance with the manufacturers recommendations. The minimum anti-stripping agent added shall be one/half (1/2) of 1%. The anti-stripping agent shall be Permatac or approved equal.

D. Regular Aggregate

Regular aggregate shall be Type B Grade 4 or Grade 5 crushed gravel, or crushed stone as specified in Item 302 of the Texas State Department of Highways and Public Transportation (T.S.D.H.P.T.) 1982 Standard Specification for Construction of Highways, Streets, and Bridges with the following exceptions:

1. Limestone other than natural limestone rock asphalt will not be approved for use on this project.

2. Aggregate shall contain not more than 1% by weight of organic matter, clays, loam or pebbles coated therewith and shall contain not more than 5% by weight of any one of or combination of slate, shale, schist or soft particles of sandstone when tested in accordance with Test Method Tex-217-F.

3. Aggregate Gradation, expressed as a percentage of weight, shall be as follows:

Grade 4	Percent by Weight		
Retained on 5/8" sieve			0
Retained on 1/2" sieve	0	-	2
Retained on 3/8" sieve	5	-	35
Retained on No. 4 sieve	80	-	100
Retained on No. 10 sieve	98	-	100
Passing No. 200 sieve	0	-	0.5

Grade 5	Percent by Weight		
Retained on 1/2" sieve			0
Retained on 3/8" sieve	0	-	5
Retained on No. 4 sieve	40	-	85
Retained on No. 10 sieve	98	-	100
Retained on No. 20 sieve	99	-	100

When no aggregate grade is shown on the plans or called for elsewhere in the specifications or bid proposal, Grade 5 aggregate will be furnished.

4. The percent of wear, as determined by ASTM C-131, shall not exceed 25%.

5. The percent loss of the aggregate, as determined by ASTM C-88 using a magnesium sulfate solution and a four cycle test, shall not exceed 30%.

E. Precoated Aggregate

Precoated aggregate shall be Type PB Grade 4 or Grade 5 crushed gravel, or crushed stone as specified in Item 304 of the T.S.D.H.P.T. 1982 Standard Specification for Construction of Highways, Streets, and Bridges with the following exceptions:

1. Those exceptions listed in Paragraph II 2(B) above.

2. The precoated aggregate shall be coated with 1.0 to 2.0 per cent by weight of asphaltic cement of Grade AC-20.

F. Joint Paper

Paper used for starting and stopping asphalt application, as well as making fabricated paper discs to protect manhole covers and valve covers, shall be a non-absorbent, high grade 60# Kraft paper, 30" in width.

The contractor shall cover all manhole and valve box lids with paper discs, furnished by Contractor, immediately before application of asphalt and remove same immediately after application of rock.

G. Delivery Tickets

A legible copy of the delivery tickets for all materials to be used on this project shall be furnished to the City's representative at the time materials are delivered to the project stock pile and storage site.

III. CONSTRUCTION METHODS

A. Equipment

In general, all equipment used on this project shall be in good working order and in sufficient quantity to insure proper expedition of the seal operation.

1. Asphalt Handling Equipment

The asphalt distributor shall have been recently calibrated and the Engineer shall be furnished an accurate and satisfactory record of such calibration. The distributor shall be an approved type of self-propelled pressure distributor so operated as to distribute the material in the quantity specified, evenly and smoothly, under a pressure necessary for proper distribution. The Contractor shall provide all necessary facilities for determining the temperature of the asphaltic material in all of the heating equipment and in the distributor, for determining the rate at which asphalt is applied, and for securing uniformity at the junction of two distributor loads. All storage tanks, piping, retorts, booster tanks, and distributors used in storing or handling asphaltic material shall be kept clean and in good operating

condition at all times, and they shall be operated in such manner that there will be no contamination of the asphalt with foreign material. It shall be the responsibility of the Contractor to provide and maintain in good working order a recording thermometer at the storage heating unit at all times.

2. Drag Broom

A drag broom shall be required if the aggregate is not properly distributed. The drag broom shall be furnished at no additional cost to the City.

3. Pneumatic-tire Roller

Pneumatic-tire rollers shall be of the self-propelled type consisting of not less than 7 pneumatic-tired wheels, running on axles in such manner that the rear group of tires will not follow in the tracks of the forward group, and mounted on a rigid frame and provided with a loading platform or body suitable for ballast loading. The roller shall be not less that 10 tons in weight and carry not less than 50 pounds pressure in each tire.

4. Aggregate Spreader

Aggregate spreader shall be an approved self-propelled continuous feed aggregate spreader. The spreader shall be equipped with a disposable trash box for placing debris removed from spreader box scalping screen.

5. Miscellaneous Equipment

The Contractor shall have available for immediate use at no additional cost one rock blade and one drag broom if their use is required by the Engineer. These pieces of equipment shall not be pulled by rollers. In addition, the Contractor shall furnish one tail gate aggregate spreader and one dump truck, equipped to receive the tail gate spreader.

6. Truck Scale

A truck scale conforming to the requirements of item 520 of "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" shall be furnished by the Contractor at aggregate stockpile sites.

B. Surface Preparation

The City of Midland will sweep all streets to be sealed ahead of the Contractor. This sweeping by the City of Midland is not intended to be a final cleaning preparation for the application of asphalt but is intended as an aid to the Contractor.

Prior to placing the seal coat, loose dirt and other objectionable material shall be removed from the existing surface by the Contractor. The surface will be cleaned with rotary brooms. Hand brooms will be used in areas not accessible to the rotary broom. The Engineer shall approve all streets before application of any asphalt.

C. Application of Bituminous Material

Paper shall be spread on the surface for a sufficient distance back form the end of each application so that flow through sprays may be started and stopped on the paper, and so that all sprays will operate properly over the entire length being treated.

No asphaltic material shall be applied when the total of air temperature plus pavement surface temperature is less than 120" F.

No equipment or vehicular traffic shall be allowed to cross over joint paper in place, except the distributor.

Immediately following the application of asphaltic material, the Contractor shall remove all joint paper and load same on a designated vehicle. At the end of each day, all paper shall be disposed of at the City Landfill.

Following all preparation outlined above, the Contractor shall immediately apply asphaltic materials at the specified rates and temperatures designated by the Engineer.

If the Contractor employs only one distributor in the seal operation, he shall be required to seal all designated filets and street stubs in the seal area before moving to another section of the City. If two distributors are used, one distributor will be employed only to seal filets and street stubs.

The use of a second distributor to seal filets and street stubs shall require the following additional equipment; one dump truck equipped with tailgate spreader, and one self-propelled pneumatic roller. All rolling shall be deferred until aggregate is dry.

D. Application of Aggregate

Aggregate shall be immediately and uniformly applied and spread by an approved self-propelled continuous-feed aggregate -8- spreader, unless otherwise authorized by the Engineer. Aggregate shall be applied at the approximately rate directed by the Engineer.

Vehicles used to transport aggregate from stockpiled area to spreading machine shall be weighed and a weight ticket issued for each load. Weight tickets shall show truck identification No., tare weight of truck, gross weight, and net weight of aggregate. The weight ticket shall be delivered to the city's representative at the aggregate spreader.

E. Rolling

A minimum of three (3) rollers shall be employed by the Contractor. Rolling shall be controlled by the Engineer during the entire project. The speed of all rollers will be held to a maximum of 5 miles per hour during the rolling process. When surface moisture is present on aggregate, "Rolling shall be deferred until aggregate is dry.

F. Stockpiling

All aggregate stockpiles shall be placed on a paved surface or areas acceptable to the Engineer.

When dust from the aggregate creates a nuisance or when aggregate fails to adhere to the asphalt the Engineer may require the Contractor to "water down" the aggregate stock pile.

When, directed by the Engineer, or desired by the Contractor, aggregate stockpiles will be "watered down". When the "watered down" aggregate does not adhere to the asphalt properly the Engineer may direct that water for this purpose contain 5% EA10S emulsified asphalt and/or an approved wetting agent. The Engineer may direct the contractor to increase the amount of emulsified asphalt added to the water if, in his opinion, desired results are not being achieved. No separate payment shall be made for emulsified asphalt, water or wetting agent but the cost shall be considered as an incidental cost for furnishing satisfactory aggregate.

G. Cleanup

Clean up shall be maintained on a timely manner as the work progresses. All debris scattered on the sidewalks and driveways shall be swept up by the Contractor. Sweeping debris onto freshly sealed streets shall not be allowed.

City forces will remove excess aggregate from the street and gutters after the project is completed.

H. Maintenance

The Contractor will be required to maintain all sealed streets until final acceptance of the project by the Engineer. Maintenance shall consist of adding additional coverstone when required, rolling, pony blading, or drag brooming.

IV. MEASUREMENT

Asphaltic material shall be measured in gallons at the applied temperature at the point of application.

Aggregate shall be measured by the ton in vehicles as delivered to the aggregate spreader and applied on the street. Trucks will not be allowed to leave the construction area with a partial load. If it becomes necessary for a truck to leave the area because of mechanical failure or other reasons, a second weigh ticket for that truck will be required.

Rolling shall be measured by the hours of actual rolling for each roller.

V. PAYMENT

Payment shall be made as provided under "Measurement" at the unit price bid for "aggregate", "asphalt", and "rolling" and shall be full compensation for furnishing and incorporating the materials "Aggregate" and "Asphalt" (and additives where applicable) into a composite product; for delivering, stockpiling; for brooming, compaction, and rolling; for cleaning the existing surface; for cleaning excess bituminous material; cleaning gutters; for cleaning sidewalks and driveways; for cleaning stockpile sites; for all required maintenance; for pony blading; for drag brooming; for adding additional cover aggregate; for all labor, equipment, supervision, tools, overhead, profit, and any other incidentals necessary to complete the work required under the conditions of these plans and specifications to the satisfaction of the Engineer.

08/07

ASPHALT - RUBBER SEAL COAT

(Stress Absorbing Membrane)

1. SCOPE

This specification covers the material, equipment, and construction procedures for a Stress Absorbing Membrane (seal coat).

2. PREQUALIFICATION OF A NEW ASPHALT-RUBBER MATERIAL

Pre-qualification of a new asphalt-rubber material or applicator may be requested at any time. Pre-qualification will be based on three controlled field applications evaluated after three years' performance under traffic. New asphalt-rubber material that has been evaluated and pre-qualified by an agency recognized nationally may be pre-qualified by that agency upon disclosure of suitable evidence of successful performance. Notwithstanding other agency pre-qualification, the City reserves the right to withhold pre-qualification pending the performance evaluation of local controlled field applications.

3. MATERIALS

3.1 Asphalt

The grade of asphalt cement for the asphalt-rubber mixture shall be AC - 5 or AC - 10 which shall comply with the requirements of Item 300 "Asphalt, oils and emulsions" of Texas State Department of Highways and Public Transportation 1982 Standard Specification for Construction of Highways, Streets and Bridges. The grade selected shall be based on laboratory testing by the asphalt-rubber supplier, to insure compatibility with the granulated reclaimed rubber.

If indicated necessary by laboratory testing, an approved anti-stripping additive may be added to the asphalt cement up to 1.0 percent by weight of asphalt.

3.2 Granulated Reclaimed Rubber

The granulated reclaimed rubber used shall be produced primarily from the processing of automobile and truck tires. The rubber shall be produced by ambient temperature grinding processes only.

The gradation of the granulated reclaimed rubber when tested in accordance with ASTM C-136 and using a 50 gram +/- 1 gram sample, shall meet the

following requirements:

Sieve Sizes	Percent Passing
#8	100
#10	95 - 100
#16	40 - 60
#30	0 - 10
#50	0 - 5

The use of rubber from multiple sources is acceptable provided that the overall blend of rubber meets the gradation requirements.

The individual granulated rubber particles, irrespective of diameter, shall not be greater in length than 3/16 inch (5mm).

The granulated rubber shall have a specific gravity of 1.15 +/- 0.05 and shall be free of loose fabric, wire and other contaminants except that up to 4 percent (by weight of rubber) calcium carbonate or talc may be added to prevent rubber particles from sticking together. The rubber shall be sufficiently dry so as to be free flowing and not produce a foaming problem when blended with the hot asphalt cement.

The granulated reclaimed rubber shall be accepted by certification from the rubber supplier.

3.3 **Diluent**

The diluent shall have the following properties:

Flash Point	130^{o} F Minimum
Initial Boiling Point (ASTM D-86)	340^{o} F Minimum
Dry Point (ASTM D-86)	390^{o} - 415^{o} F
Total Saturates	85% Minimum

3.4 **Asphalt - Rubber**

The asphalt-rubber supplier shall furnish to the engineer a minimum of 10 days before the beginning of membrane placement, the asphalt-rubber mix formulation which shall contain the following information:

Asphalt Cement
Source of Asphalt Cement

Grade of Asphalt Cement
Percentage of Asphalt Cement by total weight of the asphalt-rubber mixture.

Granulated Reclaimed Rubber
Source of Granulated Rubber
Grade of Granulated Rubber
Percentage of Granulated Rubber by total weight of the asphalt-rubber mixture.

If granulated rubber from more than one source is utilized the above information will be required for each granulated rubber used.

Diluent
Source of Diluent
Grade of Diluent
Percentage of Diluent allowable by volume of the asphalt-rubber mixture.

3.5 **Cover Aggregate**

Aggregate shall be composed of a clean and durable crushed rock, crushed gravel or crushed slag conforming to Item 304 "Aggregate for Surface Treatments (pre-coated)" of Texas State Department of Highways and Public Transportation 1982 Standard Specification for Construction of Highways, Streets and Bridges, grade No. 3 or No. 4.

Proposed aggregate samples shall be submitted to the asphalt-rubber supplier a minimum of 21 days prior to application, to test for aggregate stripping characteristics. The results shall be submitted to the engineer. Anti-strip will be included as a contingency bid item.

4. **EQUIPMENT**

4.1 **General**

The equipment used by the contractor shall include a self propelled rotary power broom or mobile pickup broom for pavement cleaning and excess cover material removal.

4.2 **Asphalt-Rubber Equipment**

All equipment utilized in the production and application of the asphalt-rubber shall be so designed and accessible that the Engineer can readily determine

the percentage by weight for each material being incorporated into the mixture and shall be as described as follows:

4.2.1 An asphalt heating tank with a hot oil heat transfer system or retort heating system capable of heating asphalt cement to the necessary temperature for blending with the granulated rubber. This unit shall be capable of heating a minimum of 3,000 gallons of asphalt cement.

4.2.2 An asphalt-rubber mechanical blender with a two stage continuous mixing process capable of producing a homogenous mixture of asphalt cement and granulated rubber, at the mix design specified ratios, as directed by the engineer. This unit shall be equipped with a granulated rubber feed system capable of supplying the asphalt cement feed system, as not to interrupt the continuity of the blending process. A separate asphalt cement feed pump and finished product pump are required. This unit shall have both an asphalt cement totaling meter in gallons and a flow rate meter in gallons per minute.

4.2.3 A truck mounted self powered distributor truck equipped with a retort heating unit, and an internal mixing device capable of maintaining a uniform mixture of asphalt cement and granulated rubber. It shall be equipped with a full circulating spreader bar and a pumping system capable of applying asphalt-rubber material within +/- .05 gallons per square yard tolerance of the specified application rate and must give a uniform covering of the surface to be treated. The distributor shall have a boot board on the rear of the vehicle and a bootman shall accompany the distributor. The bootman shall ride in a position so that all spray bar tips are in full view and readily accessible for unplugging if a plugged tip should occur. The distributor shall also include a tachometer, pressure gauge, volume measuring device and a thermometer.

4.3 Cover Material Spreader

The cover material (chip) spreader shall be a self-propelled machine with an aggregate receiving hopper in the rear, belt conveyors to carry the aggregate to the front, and a spreading hopper equipped with a full-width distribution auger and spread roll. The spreader shall be in good mechanical condition and be capable of applying the cover material uniformly across the spread at the specified rate.

4.4 Rolling Equipment

A minimum of three operational self-propelled pneumatic-tired rollers shall be used for the required rolling of the cover material. The pneumatic tired rollers shall carry a minimum loading of 3,000 pounds on each wheel and a

minimum air pressure of 100 pounds per square inch in each tire.

4.5 **Hauling Equipment**

Trucks for hauling cover material shall be tailgate discharge and shall be equipped with a device to lock onto the hitch at the rear of the cover material spreader. Haul trucks shall also be compatible with the cover aggregate spreader so that the dump bed will not push down on the spreader when fully raised or have too short a bed which results in aggregate spillage while dumping into the receiving hopper.

5. **CONSTRUCTION**

5.1 **General**

Streets to receive the asphalt-rubber stress absorbing membrane or seal coat shall be prepared in accord with Section 2-C-1 "Preparation of Asphaltic Concrete Surface for Overlay or Seal Coat" of these specifications.

Immediately prior to the application of the asphalt-rubber membrane, the surface shall be thoroughly cleaned in order to insure adequate adhesion of the asphalt-rubber to the pavement.

Due to the handling characteristics of asphalt-rubber, when radii and other irregular areas are to be sealed it is recommended that this be done with an RS or CRS chip seal emulsion or paving grade asphalt cement.

5.2 **Asphalt-Rubber Mixing and Reaction**

The percentage of granulated rubber shall be 23 percent plus or minus 3 percent by weight of total asphalt-rubber mixture, the exact granulated rubber content shall be as determined by the mix design submitted by the asphalt-rubber supplier. During membrane placement the granulated rubber percentage shall not fluctuate more than 1 percent by weight of total asphalt-rubber mixture.

The temperature of the asphalt cement shall be between 350^{o} and 400^{o} F at the addition of the granulated rubber. The asphalt and rubber shall be combined and mixed together in the asphalt-rubber blending unit and reacted in the distributor for a period of time as required by the engineer which shall be based on laboratory testing by the asphalt-rubber supplier. The temperature of the asphalt-rubber mixture shall be above 350^{o} F during the reaction period.

After the reaction between asphalt cement and granulated rubber has occurred, the viscosity of the hot asphalt-rubber-mixture may be adjusted for spraying and/or better "wetting" of the cover material by the addition of a diluent. The diluent shall comply with the requirements of Section 3.3 and shall not exceed 7.5 percent by volume of the hot asphalt-rubber mixture.

When a job delay occurs after full reaction, the asphalt-rubber may be allowed to cool. The asphalt-rubber shall be reheated slowly just prior to application but not to a temperature exceeding 350° F. An additional quantity of diluent not exceeding 3 percent by volume of the hot asphalt-rubber mixture may be added after reheating.

5.3 Application of Asphalt-Rubber Material

Placement of the asphalt-rubber membrane shall be made only under the following conditions.

1. The pavement surface temperature shall be 45° F and rising.

2. The pavement surface is clean and absolutely dry.

3. The wind conditions are not excessive.

4. All construction equipment such as asphalt-rubber distributor, cover material spreader, haul trucks with cover material, and rollers are in position and ready to commence membrane placement operations.

5. Rain is not imminent.

The asphalt-rubber mixture shall be applied at a temperature of 300° to 350° F at a rate of between .55 and .65 gallons per square yard. Transverse joints shall be constructed by placing building paper across and over the end of the previous asphalt-rubber application. Once the spraying has progressed beyond the paper, the paper shall be removed immediately and disposed of as directed by the engineer. All longitudinal joints shall not exceed a four inch overlap.

5.4 Application of Cover Material

Cover material shall be applied immediately to the asphalt-rubber after spreading at a rate of 25 to 35 pounds per square yard.
At the time of application to the asphalt-rubber, cover material shall be

surface dry so as to gain proper adhesion to the asphalt-rubber material.

5.5 Rolling

At least three operational pneumatic-tired rollers complying with the requirements of Section 4.4 shall be provided to accomplish the required embedment of the cover material. At some project locations or where production rates dictate, fewer rollers may be utilized as directed by the engineer. At no time shall there be less than two operational pneumatic tired rollers on a project.

Sufficient rollers shall be used for the initial rolling to cover the width of the aggregate spread with one pass. The first pass shall be made immediately behind the cover material spreader, and if the spreading is stopped for an extended period, the cover material spreader shall be moved ahead or off the site so that all cover material may be immediately rolled. Four complete passes with rollers shall be made with all rolling completed within one hour after the application of the cover material.

5.6 Traffic Control

Except when it is necessary that hauling equipment must travel on the newly applied membrane, traffic of all types must be kept off the membrane until it has had time to set properly. The speed of all hauling equipment shall not exceed 15 miles per hour when traveling over a membrane which is not adequately set. The minimum traffic free period shall not be less than one hour.

5.7 Removing Loose Cover Material

Sweeping can begin a minimum of one hour after membrane placement.

5.8 Method of Measurement and Basis of Payment

5.8.1 Asphalt-Rubber

a) Measurement will be made of the actual number of gallons of Asphalt-Rubber including asphalt placed in accord with these specifications.

b) Payment will be made at the price bid per gallon of Asphalt-Rubber in the bid proposal and will be full compensation for furnishing all asphalt, rubber, extender and for all labor,

equipment and incidentals for placing the asphalt-rubber on the Street surface.

5.8.2 **Cover Aggregate**

a) Measurement will be made of the actual number of tons of pre-coated aggregate placed in accord with these specifications.

b) Payment will be made at the price bid per ton of pre-coated aggregate in the bid proposal and shall be full compensation for furnishing all pre-coated aggregate and for all labor and equipment including rollers and rolling for the complete surface in place.

5.8.3 **Rolling**

a) No measurement will be made of rolling but rolling shall be considered as incidental to placing of the cover aggregate.

b) No separate payment will be made for rolling. The cost of rolling shall be included in the price per ton of cover aggregate in the bid proposal.

5.8.4 **Anti strip agent**

a) Anti stripping agent, when used, shall be measured by the gallon.

b) Payment for anti stripping agent shall be made at the price per gallon of anti stripping agent bid in the bid proposal.

08/07

POLYMER MODIFIED SLURRY SEAL (MICRO-SURFACE)

I. SCOPE

This specification covers the design, application, testing, quality control and measurement and payment for a complete in place "polymer modified micro surface" constructed on existing paved surfaces cleaned and prepared in accordance with the item 2-C-1 "PREPARATION OF ASPHALTIC CONCRETE SURFACE FOR OVERLAY OR SEAL".

2. DESCRIPTION

This specification covers all materials, equipment, construction and application procedures for rut filling and/or surfacing of existing paved surfaces. The micro-surfacing shall be a mixture of cationic polymer modified asphalt emulsion, mineral aggregate, mineral filler, water and other additives, properly proportioned, mixed and spread on the paved surface in accordance with this guideline and as directed by the Engineer.

3. MATERIALS

3.1 Emulsified Asphalt

(1.) The emulsified asphalt shall be a cationic emulsified type, designated as CSS-1P and shall comply with the following requirements.

	Min.	Max.
Viscosity, Saybolt Furol, 25 C (77 F), Sec.	**20**	**100**
Storage Stability test, one day, percent	**-**	**1**
Particle charge test		**Positive**
Sieve test, percent	**-**	**0.1**
Distillation:		**-** **-**
Oil distillate, by volume of emulsion, %	**-**	**0.5**
Residue, %		**62** **-**
Test on Residue from Distillation:		
Penetration, 77 F, 100 g, 5 seconds	**55**	**90**
Ductility, 77 F, 5 cm/min, cm	**70**	**-**
Solubility in trichloroethylene , %	**97**	**-**
Softening Point, R. & B., F	**135**	**-**
Viscosity, absolute 60 C (140 F), Poise		**8000** **-**

This standard distillation procedure shall be modified as follows: The temperature on the lower thermometer shall be brought slowly to 350 degrees plus or minus 10 degrees F and maintained at this point for 20 minutes. Complete the total distillation in 60 plus or minus 5 minutes from the first application of heat.

(2). The emulsion shall be modified with an approved Polymer. The distillation residue of the modified emulsion shall contain a minimum of three percent (3%) polymer solids by weight. The modified emulsion shall pass all applicable storage and settlement tests. The polymer material shall be milled into the emulsion or blended into the asphalt cement prior to the emulsification process. The cement-mixing test shall be waived for this emulsion.

(3). The polymer modified emulsified asphalt shall be so formulated that when the paving mixture is applied with the relative humidity at not more than 50% and the ambient temperature at least 75^{o} F, the paving mixture will sufficiently cure so that uniformly moving traffic can be allowed in approximately one hour. Locations such as driveways, Intersections and where sharp turning may take place or where vehicles may accelerate sharply, additional curing time may be required.

(4). The contractor shall notify the Engineer of the source of his asphaltic material prior to the design or production of the surfacing mixture and this source shall not be changed during the course of the project, except on written permission by the Engineer.

3.2 Mineral Aggregate

(1) Description. One Hundred percent (100%) of the mineral aggregate shall be crushed and shall be composed of clean, tough and durable particles of traprock, granite, sandstone or other approved aggregates. A sand equivalent of 65 or higher is required. The aggregate shall have a weight loss of not more than 12% when sodium sulfate is used or 18% when magnesium sulfate is used in accordance with Test Method Tex-411-A, using 5 cycles. The aggregate shall be one that has proven resistant to polishing in roadway surfacing.

(2.) Grades. When tested by Test Method Tex-200-F, Part I, the gradation requirements shall be as follows:

Grade 1 (Fine Graded Surface Course)	Percent Aggregate By Weight
Passing 3/8" sieve	100
Passing No. 4 sieve	98-100
Passing No. 8 sieve	75 -90
Passing No. 16 sieve	50- 75
Passing No. 30 sieve	30- 50
Passing No. 50 sieve	18- 35
Passing No. 200 sieve	5 -15

Grade 2 (Coarse Graded Surface Course)	Percent Aggregate By Weight
Passing 1/2" sieve	100
Passing 3/8" sieve	99-100
Passing No.4 sieve	86- 94
Passing No. 8 sieve	45- 65
Passing No. 16 sieve	25- 46
Passing No. 30 sieve	15 - 35
Passing No. 50 sieve	10 - 25
Passing No. 200 sieve	5- 15

(3.) Mineral Filler. Mineral filler shall be non-air entrained Portland cement that is free of lumps or foreign matter.

3.3 Water

The water shall be portable and shall be free of harmful soluble salts.

3.4 Other Additives

Additives supplied by the emulsion manufacturer may be added to the emulsion mix or to any of the component materials to provide control of the set time in the field.

4. LABORATORY EVALUATION

4.l General

Before work commences, the contractor shall submit a signed mix design covering the specific materials to be used on the project. This design shall be performed by the contractors or suppliers laboratory or by a qualified laboratory chosen by the owner. Once the materials are approved, no substitution will be permitted, unless first tested and approved by the laboratory preparing the mix design. The cost of mix design shall be born by the contractor.

4.2 Designing Job Mix

The qualified laboratory shall develop the job mix design and present certified test results for the contractor approval. Compatibility of the aggregate and modified CSS-1P shall be verified by the mix design. The mix design must be made using samples taken from the actual materials proposed for use in the project and in accordance with the procedures and requirements of Article 5.1 below.

5. PAVING MIXTURE

5.1 Mixture Design.

The mix shall be designed in accordance with Texas State Highway Department Bulletin C-14 and Test Method Tex-204-F, using Test Method Tex-227-F to supplement Test Method Tex-201-F and Tex-202-F to conform to the requirements herein. The above laboratory mixing and curing procedures may be modified as approved by the Engineer. The emulsified asphalt content will be selected by the Engineer to provide an optimum laboratory compacted density within the range of 94 to 97%. A minimum Hveem stability of 35 is required for placements exceeding a depth of twice the maximum aggregate size.

This is a mix design requirement, to be verified by testing of trial batch material prior to placement of project material. Hveem Stability testing will be performed by the selected laboratory. The Engineer will determine the frequency of job control density and stability testing. The Contractor shall furnish the mix design for the type of mixture specified together with applicable design worksheets and data. The Bulk Specified Gravity will be determined for each aggregate to be used in the design mixture. If the determined values vary by 0.300 or more, the mixture design will be by the Volumetric Method, Test Method Tex-204-F, Part II. To substantiate the design, trial mixtures will be produced and tested using all of the proposed project materials and equipment prior to any placement. The Engineer may waive trial mixtures if the same design has been proven to be in conformance with these requirements.

5.2 Composition of Mixture.

The Engineer shall approve the design mix and all micro-surfacing materials and methods prior to use and shall designate the proportions to be used within the following limits.

Residual Asphalt	**6 to 9 percent by weight of dry aggregate or 13.5 to 23 percent by volume of the aggregate**
Mineral Filler	**0.5% to 3.0% by dry weight of aggregate**
Modifier	**As required to provide the specified properties**
Water	**As required to provide proper consistency**

5.3 Type

The paving mixture shall consist of a uniform mixture of coarse aggregate, fine aggregate and asphaltic material. The mix may also contain mineral filler and/or additives when required.

The mixture shall be designed so that the mineral aggregate will produce a gradation, which conforms to the limitations for the master grading for the type specified herein. The gradation will be determined in accordance with Test Method Tex-200-F (Dry Sieve Analysis) and shall be based upon aggregate only. The amount of asphaltic material shall conform to the limitation for the type specified.

The aggregate grade shall be as shown on the plans. If no grade is shown on the plan grade 2 aggregate shall be used.

5.4 Tolerances

The aggregate portion of the paving mixture produced shall not vary from the design gradation by more than the tolerances that follow. The material passing the No. 200 sieve is further restricted to conform to the limitations for the master grading for the type specified. The asphaltic material portion of the paving mixture shall not vary from the design amount by more than the allowed tolerance and is also restricted to conform to the master limits. The method of test for determining the aggregate gradation and asphalt content of the mixture shall be Test Method Tex-210-F or other methods of proven accuracy.

	Percent by Weight or Volume as Applicable
Passing 3/8" sieve, retained on No. 4 sieve	**Plus or minus 5**

Passing No. 4 sieve, retained on No. 8 sieve	**Plus or minus 5**
Total retained on No. 8 sieve	**Plus or minus 5**
Passing No. 8 sieve, retained on No. 16 sieve	**Plus or minus 3**
Passing No. 16 sieve, retained on No. 30 sieve	**Plus or minus 3**
Passing No. 30 sieve, retained on No. 50 sieve	**Plus or minus 3**
Passing No. 50 sieve, retained on No. 200 sieve	**Plus or minus 3**
Passing No. 200 sieve	**Plus or minus 2**

Asphaltic Material Plus or minus 0.5 by wt. or l.2 by vol.

6. EQUIPMENT

6.1 General.

All equipment for the handling of all materials and mixing and placing of the mixture shall be maintained in good repair and operating condition and subject to the approval of the Engineer. Any equipment found to be defective and potentially affecting the quality of the paving mixture will be replaced or, at the option of the Contractor, satisfactorily repaired. It will be the contractor responsibility to prove to the Engineer that the repaired equipment is properly functional.

6.2 Mixing and Proportioning Equipment.

(1.) The material shall be mixed by a self-propelled micro-surfacing mixing machine which shall be a continuous flow mixing unit able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler, field control additive and water to a revolving multi-blade twin shafted mixer and discharge the mixed product on a continuous flow basis. The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler, field control additive and water to maintain an adequate supply to the proportioning controls. The machine shall be equipped with self-loading devices, which provide for the loading of all materials while continuing to lay micro surfacing.

The machine shall be equipped with opposite side driving stations to optimize longitudinal alignment. The machine shall be equipped to allow the mix operator to have full hydrostatic control of the forward and reverse speed during application of the micro-surfacing material.

The self-loading devices, opposite side driving stations and forward and reverse speed controls shall be original equipment manufacturer design.

(2). Individual volume or weight controls for proportioning each material to be added to the mix shall be provided. Each material control device shall be calibrated and properly marked.

(3) The aggregate feed to the mixer shall be equipped with a revolution counter or similar device so the amount of aggregate used may be determined at any time.

(4) The emulsion pump shall be a positive displacement type and shall be equipped with a revolution counter or similar device so that the amount of emulsion used may be determined at any time.

(5.) The mixing machine shall be equipped with a water pressure system and nozzle type spray bar to provide a water spray immediately ahead of and outside the spreader box.

(6.) The mixing machine shall be equipped with an approved fines feeder that shall provide a uniform, positive, accurately metered, predetermined amount of the specified mineral filler.

6.3 Spreading Equipment.

The paving mixture shall be spread uniformly by means of a mechanical type spreader box attached to the mixer, equipped with paddles, screws or augers to agitate and spread the materials throughout the box. A front seal shall be provided to insure no loss of the mixture at the road contact surface. The rear seal shall act as a final strike off and shall be adjustable and shall break in the middle so that the screed can be adjusted to fit the crown of the street including inverted crowns. The rear seal carrier shall be capable of being fitted with a rubber seal or a steel strike off bar.

The spreading equipment shall be readily adjustable in width so that laying widths can be changed without undue delay before starting each pass if necessary.

The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. The seam where two spreads join, shall be neat appearing and uniform.

7. STOCKPILING AND STORAGE.

7.1 Aggregate Storage.

If the mineral aggregates are stored or stockpiled, they shall be handled in such a manner as to prevent segregation, mixing of the various materials or sizes, and contamination with foreign materials. The grading of aggregates proposed for use and as supplied to the mixing plant shall be uniform. Suitable equipment of acceptable size shall be furnished by the Contractor to work the stockpiles and prevent segregation of the aggregates. The mineral aggregate shall be screened and weighed at the contractor stockpile prior to job site delivery. The Engineer shall approve screens and scales.

7.2 Storage and Heating of Asphaltic Materials.

The asphaltic material storage shall be ample to meet the requirements of the plant. Asphalt shall not be heated to a temperature in excess of that specified
in the Item "Asphalt's, Oils and Emulsions" Texas Highway Department 1982 Standard Specifications. All equipment used in the storage and handling of asphaltic material shall be kept in a clean condition at all times and shall be operated in such manner that there will be no contamination with foreign matter.

8. CONSTRUCTION METHODS

8.1 General

It shall be the responsibility of the Contractor to produce, transport, and place the specified paving mixture in accordance with these specifications and as approved by the Engineer.

8.2 Street Preparation

Prior to starting the micro-surfacing operation, streets designated to be surfaced shall be prepared in accordance with item 2-C-1 "Preparation of Asphaltic Concrete Surface for Overlay or Seal".

8.3 Weather Limitations.

The material shall be spread only when the atmospheric temperature is at least fifty (50 degrees) F and rising and the weather is not foggy or rainy. No material will be placed when the surface on which it is to be placed is below 50^{o} F.

8.4 Final Surface Preparation

Immediately before placing the micro-surface, the area to be sealed shall be thoroughly cleaned of all vegetation, loose aggregate and soil, and moistened. Water for prewetting the surface shall be applied immediately ahead of the spreader box by use of a pressure spray bar equipped with nozzles that produce a fine mist. The rate of application of water shall be sufficient to dampen the entire surface without any free flowing water ahead of the spreader box. The rate of the mist spray shall be adjusted from time to time during the placing operation to accommodate changes in temperature, surface texture, humidity and dryness of the pavement surface.

8.5 Placing the Mix

(1). The mixture shall be spread to fill cracks and minor surface irregularities and leave a uniform skid resistant application of aggregate and asphalt on the surface. The finished surface shall be neat in appearance without drag marks, excessive buildup or other detracting irregularities.

(2). The speed of operation of the surfacing equipment shall be controlled by the mixer operator at forward speeds between 85 and 225 feet per minute depending on conditions and appearance of the newly placed surface.

If transverse rippling occurs the speed of the equipment shall be reduced until the ripples disappear.

(3). The Engineer shall designate either rubber seal/screed or the steel strike off screed according to the Project requirements.

(4). The depth of mixture in the spreader box shall be carefully controlled to prevent transverse ridging and premature setup of material in the corners of the box and ahead of the screed. In general the depth of mixture in the box should be approximately to the mid point of the auger-agitator.

(5). Auxiliary equipment shall be kept in good working order and free of leaks. Any truck or transport used to bring materials on to the street being surfaced that develops leaks either of the material being transported or fuel and/or oil leaks will be removed from the job site and not allowed to return until it has been thoroughly repaired.

Scales and screens used at the contractors stockpile and storage site shall be kept in good working order.

(6). Spills of surfacing materials or fuel, oil or other detrimental substances on the street ahead of the surfacing operation shall be thoroughly removed before the surface is placed. This may required the operation to be shut down until the street has been cleaned.

(7). No excessive streaks shall be left in the finished surface. When such excessive streaking occurs, the operation shall be immediately stopped and corrective action is taken before resuming the operation.

8.6 Joints

(1). Longitudinal joints shall be placed on lane lines. On residential streets an eight-foot parking lane will be assumed with the centerline being the other lane line.

(2). All longitudinal and transverse joints shall be straight and neat in appearance without excessive build up or bare spots. Any irregularity shall be corrected immediately before the material has started to set up.

(3). The overlap at longitudinal joints shall not exceed 4 inches. When the overlapped pass is only partially set care shall be exercised to avoid skid marks. Any skid marks that occur shall be immediately corrected by removing any partially set material that has been displaced and placing fresh mix in the mark and shaping by use of Lutes, squeegees, hand drags, etc.

Overlapping of longitudinal joints shall not leave a visible build up. Any buildup shall be immediately removed by use of lutes, squeegees, hand drags, shovels or other approved means.

8.7 Mix Stability

The modified mixture shall posses sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading; it shall be free of excess water or emulsion and free of segregation of the emulsion and aggregate fines from the coarser aggregate.

8.8 Hand Work

Areas that cannot be reached with the mixing machine shall be surfaced using hand squeegees to provide complete and uniform coverage. The area to be hand-worked shall be lightly dampened prior to mix placement. Care shall be exercised to leave no unsightly appearance from handwork. The same type finish as applied by the spreader box shall be required. Handwork shall be completed during the machine applying process.

8.9 Lines

Care shall be taken to insure straight lines along curbs and shoulders. No runoff on these areas will be permitted. Lines at intersections will be kept straight to provide a good appearance.

8.10 Work Force

The contractor shall maintain a work force of adequate size to accomplish the work as specified herein, including the loading and transporting of materials to the job site, the placing of the micro surface, the monitoring of joints and surface and the correction of any deficiencies that occur.

If, at any time, the Engineer or his representative determines that the work force is not adequate to perform all the tasks required for the proper completion of the micro surfacing, work on the project will be halted until adequate personnel are provided and/or modifications in procedure are implemented that will assure proper placement of the surfacing material.

8.11 Scratch or Level up course

A scratch or level up course will be required on certain streets as shown on the plans and/or as directed by the Engineer. This course shall be the same material as the polymer modified surface course and will be placed in the same manner except the spreader shall be equipped with a steel strike off screed. This screed shall be set to run as close to the pavement surface as practical.

The appearance of this course is not as critical as the final surface so long as any marks or blemishes that occur are not of such magnitude that they will affect the appearance of the final course.

8.12 Correction of Deficiencies and Blemishes

After the laydown work is completed and before final acceptance by the

Engineer, spot application of micro- surfacing material may be required to correct any deficiencies such as streaks, scuff marks, tire tracks, gaps, etc. to improve the ride quality and overall appearance. The spot application shall be performed with a full width spreader box when required.

9. QUALITY CONTROL

9.1 Materials

The contractor will permit the Engineer and/or the Independent laboratory to take samples of the aggregate and asphalt emulsion used in the project at the Engineers discretion. Gradation and sand equivalent tests may be run on the aggregate and residual asphalt content tests on the emulsion. Test results will be compared to specifications. Tests will be run at the expense of the owner. The owner must notify the contractor immediately if any test fails to meet the specifications.

9.2 Polymer Modified Micro-Surfacing

Samples of the material may be taken directly from the mixing unit(s). Consistency and residual asphalt content tests may be made on the samples and compared to the specifications. Tests will be run at the expense of the owner. The owner must notify the contractor immediately if any test fails to meet specifications.
The Engineer may use the recorders and measuring facilities of the unit to determine application rates, asphalt emulsion content, mineral filler and additive.

9.3 Non-Compliance

If any two successive tests fail on the stockpile material, the job shall be stopped. It is the responsibility of the contractor, at his own expense, to prove to the Engineer that the conditions have been corrected. If any two successive tests on the mix from the same machine fail, the use of the machine shall be suspended. It will be the responsibility of the contractor, at his own expense, to prove to the Engineer that the problems have been corrected and that the
machine is working properly.

10. CLEAN UP

10.1 Protecting and Cleaning Manholes and Valves

Prior to beginning the sealing operation the contractor shall locate all manhole covers and valve boxes in the area to be sealed. Placing one or

more layers of heavy craft paper or other suitable material over them shall protect manhole covers and valve boxes. The protective covering shall be secured in place so that it does not move or tear during the sealing operation. The contractor shall remove the protective covering and any seal material placed over manhole covers and valve boxes as soon as the seal has set sufficiently to prevent damage to the adjoining seal in the process. The edges around manhole covers and valve boxes shall be neat and smooth and shall conform to the shape and size of the manhole cover or valve box.

10.2 Streets

Clean up along streets shall be accomplished as the work progresses and any excess material that is raked onto or otherwise placed on adjoining concrete curb and gutter, valley gutters or fillet areas or on adjacent asphalt or concrete paving shall be removed before it breaks or sets up.

Before a section of street is opened to traffic all clean up work shall be completed on that section.

11. MEASUREMENT AND PAYMENT

11.1 General

Payment will be made for these items listed in the bid proposal only. All work, materials, labor and appurtenance required to complete the project as shown on the plans or called for in the specifications but not listed in the bid proposal shall be considered as incidental and no separate payment will be made. The cost of these incidentals must be included in the price bid for the various items listed in the bid proposal.

11.2 Measurements

(1). Measurement will be made of the actual number of tons of each type or grade of the Composite Polymer Modified Slurry Seal (Micro-Surface) complete in place. For this specification a ton is considered 2000 lbs. and the composite slurry seal mixture is defined as the asphalt,
aggregate and additives.

All materials shall be weighed on certified public scales or the contractor shall place a set of standard truck scales at a site approved by the Engineer. Scales shall conform to the requirements of the item "Weighing and measuring equipment" Texas Highway Department 1982 Standard Specifications.

(2). Aggregate - The quantity of aggregate used in the accepted portions of the work shall be measured by net ticket weight of each individual load of
aggregate shipped to the project from the approved job site scale.

The weight of mineral additive used shall be calculated and included in the total aggregate weight.

(3). Polymer Modified Asphalt Emulsion. The quantity of polymer modified asphalt emulsion in the accepted portion of the work shall be measured by tons of material based on the accepted load tickets issued from the manufacturer. At the completion of the project any unused emulsion shall be weighed back and that quantity deducted from the accepted asphalt emulsion quantity delivered.

11.3 Payment

Payment will be made for the number of tons of micro surface measured at the applicable unit price bid per ton of micro surface in the bid proposal. This payment shall be full and complete compensation for the complete in place micro surface.

08/07

P.V.C. PIPE CASINGS

1. SCOPE

   This item consists of furnishing and installing PVC pipe for casing for future water and electric lines at locations shown on the plans or as directed by the Engineer.

2. MATERIAL

   Pipe shall be ASTM D 1785 schedule 40 PVC pipe or ASTM D 2241 PVC SDR 32.5 pressure pipe. The ASTM designation and schedule or SDR shall be clearly marked on the outside of the pipe.

3. CONSTRUCTION

   Pipe shall be laid in straight alignment and grade in trenches as narrow as the diameter of the pipe can be laid. Pipe shall be placed after the sub grade is prepared but before base material is placed. Bedding under the pipe shall be a minimum of 2 inches in thickness and shall be carefully graded and leveled before pipe is placed. Joints shall be water tight. They may be solvent cement welded using approved materials, or may be made using a gasketed collars or push on gasketed bell and spigot. When collars are used care shall be exercised to assure that the collar is centered over the joint. All joints shall be made in accord with the manufacturer's recommendations. After pipe has been joined and inspected the pipe shall be encased in bedding/encasement material to a thickness of 3 inches above the pipe. Care shall be exercised to be sure the encasement material is worked in under the haunches of the pipe and compacted along the side of the pipe to assure adequate lateral support. The balance of the trench shall be back filled using cement stabilized backfill consisting of 2 sacks of Portland cement to 1 cubic yard of blow sand or crushed caliche mixed with sufficient water to form a stiff place able mixture that can be consolidated in the trench by rodding or vibrating. The back fill shall be "struck off" at the finished sub grade level using square point shovels or suitable screeds. The ends of the pipe shall be tightly plugged to prevent the entrance of water debris or other foreign material. These plugs shall be PVC or rubber stoppers designed to endure until the water lines and/ or electric lines are places.

4. MEASUREMENT AND PAYMENT

   Casing pipe shall be measured by the linear foot along the center of the pipe and shall be paid for at the unit price in the bid proposal.

WATER LINE SPECIFICATIONS

1. SCOPE OF WORK

The work covered by this section consists of all water pipe lines and piping, including valves, valve boxes, tapping sleeves, fire hydrants and other accessories, required to complete the project. The contractor shall furnish all materials, labor, superintendence, tools, equipment and incidentals necessary for the complete construction of this work in accordance with the drawings and these specifications.

2. PIPE AND MATERIAL

2.1 General

Pipe shall be polyvinyl chloride (PVC) AWWA C900, ductile iron AWWA C-151 or steel cylinder concrete pipe AWWA C-303.

2.2 Polyvinyl Chloride (PVC) Pipe

A. PVC pipe furnished for use on this project shall conform to the requirements of AWWA C900 Polyvinyl Chloride (PVC) Pressure Pipe, 4 in. through 12 in., for water distribution pressure class 150, DR18. and shall be NSF approved for potable water supply.

B. The pipe furnished shall have an integral bell designed for joint assembly using elastomeric seals.

C. Markings for the pipe shall include all the requirements of AWWA C900 and the MSF approval stamp.

D. Elastomeric seals shall be furnished by the pipe manufacturer. Seals shall be manufactured to conform with the requirements of ASTM F4 77 and shall be specifically designed for use with the pipe furnished.

E. Lubricants intended for use with PVC pipe and seals (gaskets) shall be compatible with both PVC and the seal material. Lubricant shall not support growth of bacteria and shall not adversely affect the potable quality of the water that is to be transported.

F. Pipe laying lengths shall be 20'.

G. Service taps on PVC water lines shall be made using hinged type or double strap type saddles. Tapping saddles shall support the full circumference of the pipe and shall have a bearing area of sufficient width along the axis of the pipe to prevent distortion of the pipe when saddle is tightened.

No direct taps into the wall of PVC pipe will be permitted.

Seals for tapping saddles shall be recessed into the body of the saddle and shall be

a rubber - compound conforming to the requirements of ASTM F477.

Tapping saddles shall be SMITH-BLAIR Taper Seal Style 313 or DMD Dresser style 194 or approved equal.

H. Tapped connections for water mains and fire lines made on PVC water mains shall be accomplished using full bodied ductile iron tapping sleeves of a pressure rating equal to or greater than the pressure rating of the pipe specified.

I. Bedding for AWWA C900 PVC water pipe shall extend from a minimum depth of 4 inches below the outside of the water line to a minimum cover of 6 inches over the top outside of the water line.

J. AWWA C900 PVC water pipe shall be installed in accord with the applicable requirements for installing ductile iron pipe.

Care shall be taken to install each joint of PVC water pipe to, but not beyond the factory insertion mark on the pipe.

When a joint of PVC water pipe must be cut, the end of the pipe shall be carefully beveled to match the factory bevel on the uncut pipe. An insertion mark matching the factory insertion mark on the uncut pipe must be made before the pipe is inserted into the bell.

When PVC water pipe is to be inserted into a ductile iron fitting or valve, the factory bevel must be removed to form a square plain end pipe.

2.2 (a) Metallic Marking Tape (For PVC Water Pipe)

2.2(a).1 General

When non-metallic pipelines are to be installed, then the Contractor shall furnish and lay, above the pipeline, a continuous strip of metallic identification tape.

2.2 (a).2 Tape Material

The metallic identification tape shall be at least two inches (2”) in width and shall be of corrosive resistant metal of sufficient thickness to be stable and reflect electronic signals to electronic pipeline detector when buried to a dept of twenty-four (24”) below normal ground level.

The metallic tape shall be painted blue on one side and shall have 1-inch high letters painted continuously on the same side of the tape which read, “CAUTION: BURIED WATER LINE BELOW” or other words to this effect.

The marking tape shall be “Detectable Warning Tape”, as manufactured by the Omega Marking Company, or equal approved by the Engineer.

2.2(a).3 Construction Methods

The Contractor shall backfill over non-metallic pipelines to a depth which is less than twenty-four (24”) and not more than twelve inches (12) from the top of the cut of the ditch section in which the pipeline is laid. Contractor shall stop the backfilling material to a generally uniform level. All machine tamping, jetting and other compaction activities shall be accomplished up to this point of height in the backfilling the marking tape is placed in the trench.

The Contractor shall then lay the marking tape in the pipe trench and shall be held in position by the spot placement of backfill materials over it to keep it from sliding t the sides and/or from being blown about in the ditch by the wind. The tape shall be lid with the painted side, which shall also be the side with the identification lettering on it, in the “up” position. The tape shall be laid in the flat position and kept there until backfill is accomplished.

The Contractor shall then complete the backfilling operation in such a manner that the marking tape is not cut, crimped, ruptured or separated by the backfilling work.

2.2(a).4 Measurement and Payment

No separate pay item will be provided for furnish and placing the marking tape. This item shall be considered subsidiary to the non-metallic pipe being placed.

2.3 Ductile Iron Pipe

A. All ductile iron pipe used in the construction of water works improvements shall be Cement Lined and shall be manufactured in accordance with and shall meet the requirements of AWWA Specification C-l5l.

B. Pipe shall be cast in lengths of not less than l2 feet and shall be designed for a working pressure of l50 pounds per square inch. Thickness of ductile iron pipe shall be as shown on the plans and bid proposal or shall be computed in accordance with AWWA Specification C-l50, based on l50 pounds per square inch working pressure for 10 feet of cover and laying condition 2.

C. All ductile iron pipe shall have an exterior, bituminous coating and an inside cement-mortar lining in accordance with the requirements of AWWA Specification C-l04.

2.4 Polyethylene Plastic Tubing

Service lines shall be constructed with polyethylene plastic tubing as specified in ASTM D 2737 with a rating of l60 psi.

2.5 Ductile Iron Pipe Fittings

All fittings for ductile iron pipe and PVC pipe shall be ductile iron and shall be mechanical joint all connections except tees for fire hydrant leads unless shown otherwise on the plans. Tees for connecting fire hydrant leads shall be MJ- with a flange outlet.

All ductile iron fittings shall conform to AWWA Specification C-110, designed for a working pressure of 250 psi. All ductile iron fittings shall have an external coating and shall be cement lined in accordance with the specifications for coating and lining the pipe.

2.6 Pretensioned Concrete Cylinder Pipe

A. The contractor shall furnish and install all concrete cylinder pipe and fittings, including connections and appurtenances complete as shown on the plans and specified herein.

B. The contractor shall submit six (6) sets of full and complete shop drawings on the concrete cylinder pipe and fittings. All of the drawings and data shall be complete and shall include a complete description of the pipe offered, including cuts, tabulated layout and all pertinent engineering data required for a complete evaluation of the submittal. Submittal data shall be in such form and so presented that the Engineer may readily review the data.

C. Prior to delivery of the pipe to the project site, the manufacturer shall furnish an affidavit certifying that all pipe, fittings, and specials, and other products and materials furnished, comply with the applicable provisions of this specification.

D. The pipe manufacturer shall furnish a factory trained, job experienced field representative who shall visit the project periodically during the course of installation. He shall also be subject to call by the contractor and/or engineer to advise and assist with the solution of field problems.

During visits, the representative shall observe all phases of the project including location and condition of pipe strung ahead of the contractor, trench width, if applicable, bedding and backfill, assembly of pipe joints and protection of steel. If, in the opinion of the representative any phase of the installation is unsatisfactory, he shall so advise the contractor's superintendent and also advise the owner or engineer's representative on the job site.

E. All closure sections shall be the jack on type and "field welding" will not be permitted without the written permission of the engineer.

F. Pipe manufacturer will install all necessary taps for the contractor to disinfect and field hydrostatic test the pipe.

G. Pretensioned concrete cylinder pipe, fittings and specials shall be designed, fabricated and tested in accordance with the latest requirements of AWWA C-303, "Reinforced Concrete Pressure Pipe Steel Cylinder Type, Pretensioned, for Water and Other Liquids" with additional requirements or modifications as described herein.

H. Pretensioned concrete cylinder pressure pipe shall be designed for l50 psi, working pressure and manufactured in 32 foot nominal lengths in accordance with the provisions of AWWA Standard C-303.

I. Inspection and Testing

(1) The owner reserves the option to have an independent testing laboratory, at the owner's expense, inspect pipe and fittings at the pipe manufacturer's plant to ensure compliance with the applicable specifications. The owner's testing laboratory and Engineer shall have free access to those parts of the manufacturer's plant that are necessary to ensure compliance with the governing standard. The pipe manufacturer shall notify the owner, in writing, at least two weeks ahead of pipe fabrication as to start of fabrication and fabricating schedule so that the owner can advise the manufacturer as to owners' decision regarding tests to be performed by an independent testing laboratory. In event the owner elects to retain an independent testing laboratory to make material tests and weld test, it is the intent that the tests be limited to one spot testing of each category unless the tests do not show compliance with the standard. If these tests do not show compliance, the owner reserves the right to have the laboratory make additional tests and observations to ensure compliance of the finished product with the standard.

(2) In any event, the manufacturer shall perform the tests described in AWWA C 303, and furnish the owner with a copy of the test reports, if requested, at the expense of the pipe manufacturer. The pipe manufacturer shall furnish the owner with affidavit of compliance as outlined in the standard.

(3) All welds for water tightness in special pipe and fittings that have not been hydrostatically tested may be examined by use of visible dye penetrant system meeting requirement of ASTM El65; however, collar reinforcement and all other lap welds shall be tested by introducing air under l0 psi pressure between the collar and cylinder and checking for leaks around and through the welds with soap solution.

The area to receive the dye penetrant shall be cleaned free from contaminants that might interfere with the penetrant process. The temperature of the steel in the weld area shall be between 60 and l25 degrees F. when the penetrant is applied. Dwell time of six hours shall be allowed after application of the penetrant and developer before interpreting the results.

Defects that are found shall be repaired and the test repeated until all defects

are eliminated. Colored penetrant shall be removed before fittings are lined.

2.7 Casing Pipe

Casing pipe to be installed in bore or open cut may be limited service pipe, corrugated galvanized steel pipe or new straight seam or spiral welded steel pipe. Casing pipe shall be furnished in thickness or gage as shown on the plans.

Limited service pipe proposed for use on this project must be approved a minimum of four (4) working days prior to the time of opening bids and shall be in good condition and shall meet the same service requirements as the corrugated galvanized steel or welded steel pipe.

Welded steel casing pipe shall be coated inside and out using a coal tar epoxy or shall be bituminous coated in side and out by the hot dip method.

2.8 Bedding Materials

A. All water pipelines placed on this project shall be bedded with crushed stone bedding materials to the minimum as shown on the plans and in the Detail Drawings.

B. Granular material furnished for foundation, bedding, encasement, backfill, or other purposes as may be specified, shall consist of any natural or synthetic mineral aggregate such as, crushed gravel, crushed rock, crushed stone, or slag, and shall conform to the following specifications and/or gradation.

Note, all materials used for these purposes shall be crushed and shall have at least two broken faces. Pea gravel will NOT be allowed.

	Foundation	Bedding	Encasement	Backfill
ASTM c33 Grade #57	X			
ASTM C33 Grade #67	X			
ASTM C33 Grade #8		X	X	
THD 1982 ITEM 302 Type "D" Grade #4		X	X	
THD 1982 Item 302 Type "D" Grade #5			X	
Crusher Fines**			*X	X

* 100 percent of crusher fines that are to be used within 12 inches of the top of pipe must pass the 3/4" sieve.

** Approximate Gradation for Crusher Fines

Sieve Size	% Passing
2 inch	100
#4	35 - 100
#10	20 - 100
#40	5 - 35
#200	4 - 10

Crushed stone material proposed as an alternate for use on this project and not meeting the above specifications must be approved in writing at least 48 hours prior to the time scheduled for opening bids.

C. Granular materials provided for Foundation, Bedding, Encasement, or backfill use as required by the contract, either as part of the pipe item work unit or as a separate contract item, shall be classified as to use in accordance with the following:

MATERIAL USE DESIGNATION	ZONE DESIGNATION
Granular Foundation	Placed below the bottom of pipe grade as replacement for unsuitable or unstable soils, to achieve better foundation support.
Granular Bedding	Placed below the midpoint of the pipe prior to pipe installation, to facilitate proper shaping and achieve uniform pipe support. Also for Class B Bedding where specified.
Granular Encasement	Placed below an elevation one half (6") foot above the top of pipe, after pipe installation, for protection of the pipe and to assure proper filling of voids and thorough consolidation of backfill.
Granular Backfill	Placed below the surface base course, if any, as the second stage of backfill, to minimize trench settlement and provide support for surface improvements.

In each case above, unless otherwise indicated, the lower limits of any particular zone shall be the top surface of the next lower course as constructed. The upper limits of each zone are established to define variable needs for material gradation and compaction or void content, taking into consideration the sequence of construction and other conditions. The material use and zone designations described above shall only serve to fulfill the objectives and shall not be construed to restrict the use of any particular material in other zones where the gradation requirements are met.

3. **VALVES AND VALVE BOXES**

3.1 General

A. Valves 4" through l2" shall be resilient seated gate valves with non-rising stems and shall open by turning to the left (counter clock wise).

B. Valves l4" and larger shall be resilient seated butterfly valves and have operators suitable for direct burial and shall open by turning to the left (counter clock wise).

All valves except valves for use in fire hydrant leads shall have mechanical joint ends unless shown otherwise on the plans. Valves for use in fire hydrant leads shall be flange by mechanical joint.

C. All valves and fire hydrants shall be spray coated with a two component thermal setting epoxy to cover all interior wetted ferrous surfaces. Finished coating shall have a minimum thickness of 4 mils. The coating shall conform to the coating section of these specifications.

D. All valves for buried service shall be equipped with 2" square AWWA operating nuts.

3.2 Gate Valves

A. Gate valves shall be iron body, resilient **wedge gate** and shall be in compliance with AWWA Standard C-509-80 or latest revision thereof and shall have the following design features:

B. All valves shall have a working pressure of 200 psi and shall be bottle tight tested at this pressure from both directions. The gate body shall also be hydrostatically tested at 400 psi. Zero leakage will be required in all tests. The body, bonnet, and stuffing box shall be flange together with ASTM A-307 Grade B bolts and nuts to insure repairability.

C. Stems shall be machined from modified manganese bronze rod with an integral forged thrust collar machined to size.

D. Stem seals shall be dual "O" ring type.

E. Valve discs shall be rubber encapsulated or have disc seat rings molded of natural rubber, internally steel reinforced retained to the disc by self-locking type 304 stainless steel screws. Valve gates shall seat against a machined epoxy coated mating surface in the body of the valve.

F. All internal ferrous metal surfaces (machined or cast) shall be factory spray coated with a two component thermosetting epoxy to a nominal thickness of 4 mils and the exterior shall be coated with asphalt varnish as specified for coating of the pipe. (See Sec. 3.4 of these specifications for epoxy coating).

G. Valves shall be Mueller A-**2360** or Dresser-M&H **4067** or approved equal. Any alternate (approved equal) to these specifications **shall have completely interchangeable parts with either of the specified valves.**

3.3 Butterfly Valves

A. General - All butterfly valves shall be of the rubber seated tight-closing type. They shall meet or exceed AWWA Standard C-504, Class l50B. Both valve ends shall be mechanical-joint per AWWA Standard C-lll. Accessories (bolts, glands, and gaskets) shall be supplied by the valve manufacturer.

B. All valves must use full AWWA C-504 Class l50 B valve shaft diameter, and full Class l50 B underground service operator torque rating throughout entire travel, to provide capability for operation in emergency service.

C. Valve body shall be high strength cast iron ASTM A 126 Class B with l8-8 type 304 stainless steel body seat. Valve vane shall be high strength cast iron ASTM A 48 Class 40 or ASTM A 536, Grade 65-45-l2 ductile iron having rubber seat mechanically secured with an integral l8-8 stainless steel clamp ring and l8-8 stainless steel self locking screws.

D. Rubber seat shall be a full circle 360^{o} seat not penetrated by the valve shaft. Valve shall have permanently set two way thrust bearing. Packing shall be designed for permanent duty in underground service.

E. Valve operator shall be of the traveling nut type, sealed, gasketed and lubricated for underground service. It shall be capable of withstanding an overload input torque of 450 ft. lbs. at full open or closed position without damage to the valve or valve operator. It shall be designed to resist submergence in water to 25 ft. head pressure. Number of turns to operate valve shall be as listed below in order to closely resemble conventional distribution valve practices and to minimize water hammer:

Pipe and Valve Size	Turns to close	Pipe and Valve Size	Turns to Close
4" - 6"	16-1/2	14" - 16"	48"
8"	24	18" - 20"	72
10" - 12"	36	24"	90

F. Valves shall be capable of easy closure by one man using standard valve key, even under emergency line-break conditions as severe as those that would - cause a valve maximum opening torque requirement of as much as two times AWWA Class l50 B.

G. All valves shall be tested bottle-tight at rated working pressure by the manufacturer as follows:

l4" up. . . . . l50 psi

In addition a hydrostatic test with vane partially open shall be given to the assembled valve as follow:

l4" up. . . . . 300 psi

H. Valve shafts shall be l8-8 type 304 stainless steel. Shaft bearings shall be of the self lubricating sleeve type.

I. Valve discs or vanes for valves 30" and larger shall be the flow through (bridge or truss) type.

J. Butterfly valves shall be Dresser-M&H Model "450", "4500" or "l450" or Mueller line seal III or approved equal. Alternates (approved equal) to these specifications must be approved in writing 48 hours prior to time bids are received.

3.4 Coating

A. The coating shall be a two part thermosetting epoxy protective coating and shall function as a physical, chemical and electrical barrier between the base metal to which it is applied and the surroundings.

B. The coating shall be non-toxic and shall not impart taste to water. The coating must be formulated from materials deemed acceptable per the FOOD AND DRUG ADMINISTRATION DOCUMENT TITLE 2l of the FEDERAL REGULATIONS ON FOOD ADDITIVES SECTION l2l.25l4 entitled, RESINS AND POLYMERIC COATINGS.

C. The coating shall have a satin finish and shall be suitable for field over coating and touchup with same coating material without sanding or special surface preparation, or application of heat in excess of room temperature.

D. The coating shall have a successful record of performance in valves, pipe or other allied equipment for a minimum of two years.

E. The coating adhesion to the substrate shall exceed cohesion of the coating film as demonstrated by the following test:

(1) Prepare test panel and apply coating per manufacturer's recommendation.

(2) After sample has properly cured per manufacturer's recommendation, scribe an "X" using a sharp knife or scalpel through the coating to the metal substrate.

(3) Then with the point of the knife at the juncture of two scribes, attempt to lift off coating. Coating should not lift off substrate or between coats readily, but should break up leaving coating material on the substrate of this damaged area.

(4) No disbandment of the film shall be noted as tested above after immersion in tap water for l500 hours at l00`F.

F. A falling sand abrasion test using ASTM D968 shall produce an abrasion coefficient of 25-30 liters/mil. As an alternative, a Taber Abrader Test should find 3.5 - 3.7 milligrams coating loss per l00 cycles when using a CSF l0 Wheel (l000 gram weight).

3.5 Valve Boxes

All valves to be used in buried service shall be enclosed in cast iron valve boxes. Care shall be taken to place and maintain the 2" square operating nut in the center of the valve box. The valve box shall be two piece cast iron suitable for use with PVC pipe box risers. The 6 inch diameter cover shall be marked " Water". The PVC riser pipe shall be furnished in lengths as required (minimum pipe cover 42") PVC pipe for valve box riser may be ASTM C-900, ASTM D1785 schedule 40, ASTM D2241 pressure class 125 or ASTM D3034 DR 35. Valve boxes shall have a concrete ring 8" thick and having a radius equal to the radius of the valve box plus one foot (1') cast around them. Valve boxes placed in unpaved areas shall be set level with or slightly higher than the finished ground elevation. Valve boxes set in paved areas shall match the finished pavement surface.

3.6 Fire Hydrants

A. Fire hydrants shall conform to the requirements of AWWA C 502 dry barrel type. The fire hydrants shall be designed for a depth of bury of 4.5 feet, however the depth of bury may vary according to field conditions and extensions or shorter bury depth may be required.

B. The hydrants shall have a 5-l/4 inch valve opening, two 2-l/2 inch hose nozzles and one 4-l/2 inch pumper nozzle.

C. Hose threads shall be National Standard threads.

D. The hydrants shall be sized for 6-inch mains and shall have an inlet connection compatible with the type pipe used. All gaskets, nuts, bolts and other jointing materials shall be considered part of the fire hydrant installation.

E. Operating nut shall be standard l-l/2 inch pentagon opening counter-clockwise. The hydrant shall close with the pressure.

F. Hydrants shall be painted Federal Safety Yellow.

G. Fire hydrants shall have all interior wetted ferrous surfaces epoxy coated as required in the general and coating section of this item.

H. The hydrants shall have a minimum of two (2) drain holes located on opposite sides of the hydrant. The entire drainage channel must be made of non-corrosive material and sealed by acceptable resilient material (metal and/or leather seals are not acceptable).

I. The hydrants shall have a breakable safety flange and breakable stem coupling which breaks cleanly upon impact.

J. The hydrants shall be AWWA improved type hydrants and shall have self-oiling reservoirs.

K. Fire hydrants shall be the Mueller Centurion, the Dresser -M & H 929 Reliant, or The American Darling.

4. EXCAVATION, TRENCHING BEDDING AND BACKFILLING

4.l Trenching

A. The trench shall be excavated to the lines and grades as established by the engineer and as shown on the plans. The depth of cover for all main lines on which the grades and elevations are not shown on the plans, shall in general be Forty-two (42) inches. The amount of cover may vary over or under 42 inches as directed by the engineer but in no case will the amount of cover be less than thirty-six (36) inches. Depth of cover for service lines shall be as shown on the detail drawings.

B. Water lines constructed in proposed streets and service drives shall have the depth of cover measured from the finished grade. The contractor is hereby cautioned that proposed street finished grades are sometimes cut below the existing ground elevation.

C. The minimum width of the trench shall be the outside diameter of the pipe plus twelve (l2) inches for pipe diameter through l8", the outside diameter of the pipe plus eighteen (l8) inches for pipe diameters over l8". The trenching equipment shall be maintained on a sufficiently level road bed to provide substantially vertical trench walls. The maximum horizontal offset of the trench wall from bottom of trench to the top of the trench (under-cutting) shall be four (4) inches.

D. The trench shall be over excavated to an even grade to the depth of required bedding so that the bottom of the pipe will rest on a uniform thickness of bedding material on the bottom of trench throughout the entire length of the pipe. In order to obtain a true even grade, the bedding material shall be fine graded by hand. On lines that are to be laid to established grades batter boards shall be set at fifty foot intervals and the trench graded to the established grade.

E. Any part of the trench excavated below grade shall be corrected by filling with bedding material. The bedding material shall be thoroughly compacted.

E. If large rock, rock fragments or other unyielding materials are encountered in the bottom of the trench they shall be removed to a depth of six inches below grade, and the void filled with thoroughly compacted approved bedding material.

G. Bell holes of ample dimensions shall be dug at each joint to permit the jointing of pipe to be made properly and of sufficient depth to prevent the bell of the pipe from resting on undisturbed materials.

H. Wherever necessary to prevent caving, the trench shall be adequately braced and sheeted. Trench safety shall be in accordance with item l4 "Shoring and Sheeting of this specification.

I. Trench digging machinery may be used to make the trench excavations except in places where operation of same would cause damages to trees, buildings or other existing structures either above or below ground. In such instances hand trenching methods shall be employed.

J. All excavated material shall be stockpiled in a manner that will not endanger the work or existing structures and that will cause the least amount of obstructions to walks and driveways.

K. There will be no classification of the excavated materials and the term excavation shall include all materials encountered in excavating the trenches or structural excavations.

L. The contractor shall take all necessary precautions for protecting paved areas from being damaged by the trenching and backfilling equipment. Any damage done to any paved area, outside of the area set forth in the plans, as a result of the construction work shall be repaired by the contractor at his own expense.

M. Where the lines are located behind curbs, the contractor shall take special precautions to protect trees and shrubs. Care shall be exercised to cause as little damage to lawns as possible.

Where lines cross under curbs, gutters or curbs and gutters, tunneling will be required.

N. Blasting for excavation of solid rock will be permitted only after securing the

approval of the Director of Engineering and Transportation and the engineer and only when proper precautions are taken for protection of persons and property. The hours of blasting will be fixed by the engineer. Any damage caused by blasting shall be paid for by the contractor. The method or procedure relative to blasting shall conform to all state laws and local ordinances.

O. The contractor will be required to locate all known utility lines, including consumer service lines, far enough in advance of the trenching to make proper provisions for protecting the lines and to allow for any deviations that may be required from the established lines and grades.

P. The contractor shall not be allowed to disrupt the service on any utility lines except consumers service lines, which may be taken out of service for short periods of time, if the contractor obtains permission from the engineer and from the owner of the premises being served by the utility.

Q. The contractor shall immediately notify the proper utility company of any damage to utility lines, in order that service may be reestablished with the least possible delay. Repair of any damage to existing lines and the repair of consumer lines which are authorized to be cut or temporarily taken out of service shall be made by the contractor at his own expense, and as directed by an official representative of the utility company involved.

R. All utility lines shall be properly supported to prevent settlement or damage to the line both during and after construction.

S. Any permanent relocations of existing utility lines shall be done by the proper utility company without expense to the contractor.

4.2 Backfill General

A. All pipeline excavations shall be backfilled in a manner that will restore pre-existing conditions as the minimum requirement and fulfill all supplementary requirements indicated in the Plans and Specifications. The backfilling operations shall be started as soon as conditions will permit on each section of pipeline to provide continuity in subsequent operations and restore normal public service as soon as practicable on a section-by- section basis. All operations shall be pursued diligently, with proper and adequate equipment, to assure acceptable results.

B. Depositing of the backfill shall be done so the shock of falling material will not injure the structure. Grading over and around all parts of the work shall be done as directed by the Engineer.

C. Whenever soil types which are determined by the Inspector to be undesirable for backfill are excavated from the trench, such material shall be hauled away and deposited where directed by the Inspector at no additional compensation.

D. In the absence of special work item requirements the backfilling shall be accomplished with the use of suitable materials selected from the excavated

materials to the extent available and practical. Should the materials available from the trench section be unsuitable or insufficient, the required additional materials shall be furnished from outside sources at the Owners expense.

E. Suitable material shall be defined as a mineral soil reasonable free of foreign materials (rubbish, debris, etc.) frozen clumps, oversize stone, rock, concrete or bituminous chunks and other unsuitable materials, that may damage the pipe installation, prevent thorough compaction, or increase the risks of after settlement unnecessarily. Material selection shall be such as to make the best and fullest utilization of what is available, taking into consideration particular needs of different backfill zones. Material containing stone, rock, or chunks of any sort shall only be utilized where and to the extent there will be no detrimental effects.

F. Backfill materials shall be carefully placed in relatively uniform depth layers spread over the full width and length of the trench section in a manner and/or sequence that will provide simultaneous support on both sides of the pipeline. Each layer shall be compacted effectively, by approved mechanical of hand methods, until there is no further visual evidence of increased consolidation. Compaction of the in place layer shall be completed acceptably before placing material for a succeeding layer thereon. The manner of placement, layer thickness, compaction equipment, and procedure effectiveness shall be subject to approval of the Engineer. Water jetting or flooding shall NOT be used to compact trench backfill.

G. Within the pipe bedding and encasement zones described as that portion of the trench which is below an elevation one foot above the top of the pipe, the materials placed shall be limited in particular size to 3/4 inch maximum. For larger pipe in access of 18 inches in diameter the Engineer may allow particle sizes up to 2 inches maximum if it can be shown that the backfill can be satisfactorily compacted without leaving voids or damaging pipe or joints. Above these zones, the placement of material containing stones, boulders, chunks, etc. shall be governed by the layer thickness and compaction equipment capabilities.

H. Compaction of materials placed within the pipe bedding and encasement zones shall be accomplished with portable or hand equipment methods to achieve thorough consolidation under and around the pipe and avoid damage to the pipe. Above the pipe zone material, the use of heavy roller type compaction equipment shall be limited to safe pipe loading.

I. The maximum loose thickness of each backfill layer shall be l2 inches, except that l6 inches will be permitted for Granular Materials placed above an elevation one foot above the top of pipe, and with the provision that, by authority of the Engineer in consideration of the demonstrated capability of special type vibratory compactors, these maximums may be increased at his discretion. "Hydro tamps" or "vibra tamp: or other heavy vibrating equipment shall not be used until the backfill has reached a depth of four (4) feet above the top of the pipe.

J. All surplus or waste materials remaining after completion of the backfilling operations shall be disposed of in an acceptable manner within 24 hours after

completing the backfill work on each particular pipeline section. Disposal at any location within the project limits shall be as specified, or as approved by the Engineer; otherwise, disposal shall be accomplished outside the project limits at the Contractor's discretion. The backfilling and surplus or waste disposal operations shall be a part of the work required under the pipeline installation items, not as work that may be delayed until final cleanup.

K. Until final acceptance of the project, the Contractor shall assume full Responsibility and expense for all backfill settlement and shall refill and restore the work as directed to maintain an acceptable surface condition. All additional materials required shall be furnished without additional cost to the Owner.

4.3 Backfill Procedure above Pipe Zone, in Public Rights-of-way and other areas where settlement is important.

A. Backfill above the pipe zone shall be made using Portland cement stabilized backfill or crushed stone screening (crusher fines).

B. Backfill around structures such as manholes, junction boxes, transformer boxes and valve boxes shall be made using portland cement stabilized backfill material or crushed stone screening (crusher fines).

C. The minimum depth of stabilized backfill or crusher fines shall be twelve (12") inches.

When utilities are being constructed under existing paving, the stabilized backfill or crusher fines shall extend from top of the pipe zone to the top of the base course.

When utilities are being constructed under existing unpaved streets that are not scheduled for immediate pavement construction, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the existing roadway surface.

When utilities are being constructed in new streets that are scheduled for immediate paving or in streets in a new subdivision for which a paving contract with the property developer has been approved the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the bottom edge of the eight (8") inches of subgrade, or, if the paving contractor has constructed a portion of the roadway prior to the construction of the utilities stabilized backfill shall extend to the top of the course the contractor has finished. In no case shall the backfill extend above the top of the base course.

If the final course of asphaltic concrete has been placed, the street or alley surface shall **NOT** be cut for utility installation.

In new streets where stabilized backfill is required only to the bottom of the subgrade course, the minimum depth of stabilized backfill may be reduced to six (6") inches in which case the maximum depth of the "pipe zone" shall be limited to six (6") inches above the top of the utility line or conduit.

D. Backfill Materials

(1) Portland cement stabilized backfill shall consist of caliche base material, blow sand or native soil stabilized by the addition of Portland cement. Crushed stone or concrete aggregate shall **NOT** be used.

The Contractor shall submit a mix design prepared by an approved Commercial Laboratory that will produce a minimum 7 day compressive strength of 150 psi. In no case shall the minimum cement content of the mix be less than 1 sack per cubic yard.

(2) Cement used in Portland cement stabilized backfill shall be Type I or Type II conforming to the requirements of ASTM Designation C150.

(3) Caliche used for Portland cement stabilized backfill shall be crushed material con-forming to Texas State Department of Highways and Transportation 1982Standard Specifications for Construction of Highways, Streets and Bridges Item 248 Type F, Grade 2.

(4) Blow sand used for Portland cement stabilized backfill shall be clean, free from organic matter, clay lumps, rock and other deleterious matter.

(5) Native soil used for Portland cement stabilized backfill shall be clean, free from clods and organic matter, and rock in excess of 2".

(6) Crushed stone screening (crusher fines) used for back fill shall be sharp grained particles of crushed stone conforming to the following gradation

Sieve Size	% Passing
2"	100
#4	35-100
#10	20-100
#40	5-35
#200	4-10

and may be the by product of crushing stone for other purposes or may be stone specifically crushed for use in backfill. Crusher fines not meeting these specifications may be approved for backfill upon demonstration that the desired results will be obtained.

E. Backfill Construction

(1) Portland cement stabilized caliche backfill or Portland cement stabilized native soil backfill may be constructed using either the "dry" method or the "wet" method.

(a) The dry method of stabilized backfill construction consists of dry mixing of the cement and caliche, sand or soil to produce a homogenous mixture then adding and mixing sufficient water for proper compaction and hydration of the cement. The water content of the mixture will be approximately one to two percent above the optimum moisture for soil compaction. The mixing may be accomplished by using batch mixers or on the job site by "blade Mixing" or other suitable method to produce the desired backfill material. The mixed material shall be placed in lifts of up to a maximum of 12 inches and compacted to ninety five (95%) modified proctor density by use of suitable compacting equipment.

(b) In the "wet" method of cement stabilized backfill construction, the materials shall be mixed in an approved concrete batching plant or mixer to the consistency of concrete and placed as concrete would be placed. The slump of the backfill material shall be such that all voids will be filled, approximately four (4") to six (6") inches. The backfill shall be consolidated by rodding or by the use of mechanical vibrators.

(c) The mix design used must be for the method of placement chosen.

(2) Portland cement stabilized blow sand backfill shall be mixed and placed by the "wet" method as described above.

(3) Crushed stone screening (crusher fines) shall be wetted uniformly throughout with sufficient moisture to assure proper compaction before being placed in the trench.

The moistened crushed stone screening (crusher fines) shall be placed in maximum lifts of twelve (12") inches and consolidated using vibratory type compaction equipment except when it has been demonstrated that the compaction equipment employed will adequately compact deeper lifts in which case the maximum depth of a lift shall be limited by the capabilities of the equipment used.

Tests to determine the compacted density of the backfill shall be ordered by the Engineer if in his opinion the compaction is not adequate. Test showing a minimum compacted density of 90% modified proctor will be deemed adequate compaction.

5. INSTALLATION OF DUCTILE IRON PIPE

5.1 Pipe Laying - General

A. All pipe and accessories shall be unloaded, handled, laid, jointed, tested for defects and for leakage and chlorinated in the manner herein specified.

B. The pipe, fittings, valves, and accessories shall be inspected upon delivery and during the progress of the work and any material found to be defective will be rejected by the engineer and the contractor shall remove such defective material from the site of the work.

C. The contractor shall be responsible for all material furnished by him and he shall replace at his own expense all such material that is found to be defective in manufacturer or has become damaged in handling after delivery.

D. All pipe, fittings, valves, and other accessories shall, unless otherwise directed, be unloaded at the point of delivery, hauled to and distributed at the site of the work by the contractor. Loading and unloading, of pipe and fittings shall be by hoisting or by sliding, or rolling on skidways in such a manner as to avoid shock or damage to the material. Under no circumstances shall pipe or fittings be dropped. Pipe handled on skidways must not be skidded or rolled against pipe already on the ground.

The pipe, fittings and accessories shall be placed along the site in such a manner as to be kept as free as possible from dirt, sand, mud, and other foreign matter.

E. All pipe shall be laid and maintained to the lines and grades shown on the plans
or as established on the ground by the engineer.

F. Wherever it is necessary to deflect pipe from a straight line either in a vertical or horizontal plane to avoid obstructions, to plumb valves and hydrants, or where vertical or horizontal curves are shown or permitted, the degree of deflection at each joint shall not exceed the maximum deflection recommended by the manufacturer of the particular kind of pipe being laid and the degree of deflection shall be approved by the engineer.

G. After the trench grade has been completed and all bell holes dug and the grade inspected, the pipes and accessories my be placed in the trench. All pipe, fittings, valves, and hydrants shall be carefully lowered into the trench piece by piece by means of derricks, ropes, or other suitable tools or equipment, in such a manner as to prevent damage to the material in any way. Under no circumstances shall pipe or accessories be dropped or dumped in the trench.

H. Before lowering into trench the pipe shall be again inspected for defects and the pipe while suspended shall be lightly hammered to detect cracks. Any defective, damaged or unsound pipe and materials shall be rejected.

I. All foreign matter or dirt shall be removed from the inside of the pipe and from all bells, spigots or parts of the pipe used in forming the joint, before the pipe is lowered into the trench, and it shall be kept clean by approved means during and after laying.

5.2 Laying and Jointing Ductile Iron Pipe

A. Unless otherwise directed, pipe shall be laid with bells facing in direction of laying; and for lines on appreciable slopes, bells shall, at the discretion of the engineer, face up grade. Cutting of pipe for inserting valves, fittings or closure pieces shall be done in a neat and workmanlike manner without damage to the pipe or the cement lining.

B. The jointing shall be completed for all pipe laid each day. No open joints will be left in the trench overnight. At times when pipe laying is not in progress, the open ends of pipe shall be closed by approved means. No trench water shall be permitted to enter the pipe.

C. No pipe shall be laid in water, or when the trench conditions or weather is unsuitable for such work, except by written permission of the engineer.

D. Rubber Gasket joints for cast iron or ductile iron pressure pipe and fittings shall conform to AWWA Standard C-lll.

E. Before laying the pipes, all lumps, blisters and excess coal tar coating shall be removed from the bell and spigot ends of each pipe; the outside of the spigot and the inside of the bell shall be wire brushed and wiped clean and dry. Pipe ends shall be kept clean until joints are made.

F. The pipe and fittings shall be properly aligned and free to move in any direction while bolting, and the bolts shall be gradually tightened at a uniform rate around the entire flange.

G. Flange joints where used shall be bolted with flange bolts of best quality mild steel and of the size and length required by AWWA C-ll5: Bolts and nuts shall be provided with standard hexagonal heads. Gasket rings shall be used and shall be made of best quality rubber composition sheet packing one-eighth (l/8) inch thick, of a brand and quality approved by the engineer.

H. Standard plugs shall be inserted into the bells of all dead end pipes, tees, or crosses and spigot ends shall be capped. Plugs or caps shall be jointed to the pipe or fittings in the same manner used in joining the pipe.

6. SPECIFICATIONS FOR INSTALLING PRETENSIONED CONCRETE CYLINDER PIPE

6.l General

The applicable portions of the specifications for installing ductile iron pipe shall apply except as amended or supplemented herein.

6.2 Pipe Laying

A. Pipe and fittings shall be handled with care at all times to avoid damage. They shall be lifted by hoists or slide or rolled on skid-ways in such manner as to avoid shock. Under no circumstances shall they be dropped. Pipe must not be skidded or rolled against other pipe or object.

B. Just before making the joint, the bell and spigot rings shall be thoroughly cleaned by wire-brushing until clean and dry. The gasket and the inside surface of the bell shall be lubricated with a light film or soft vegetable soap compound (flax soap) to facilitate telescoping the joint. The rubber gasket shall be stretched uniformly as it is placed in the spigot groove to insure a uniform volume of rubber around the circumference of the groove.

C. The joint shall be telescoped by pulling directly along the centerline of the pipe so that the spigot enters squarely into the bell. After the spigot has been telescoped into the bell, the bell end of the pipe being laid shall be moved in accordance with the plans to secure proper grade and alignment. After the joint is in place, a thin metal feeler gauge shall be used to check the position of the rubber gasket around the circumference of the joint.

D. The inside joint recess shall be filled immediately prior to placing the pipe together by buttering the bell end with mortar. After the joint is engaged, the joint mortar of pipe l8" in diameter and larger shall be finished off smooth by hand. The mortar in pipe smaller than l8" in diameter shall be smoothed and cleaned with a swab.

E. After the spigot has been telescoped into the bell, the joint checked and found satisfactory, a canvas wrapper shall be placed around the pipe, covering the joint. The canvas type wrapper shall be of the quality manufactured by the Mar-Mac Manufacturing Company or approved equal burlap type, and shall be hemmed at each edge to allow threading with a steel strap to securely fasten the wrapper around the pipe by means of a stretcher and sealer.

The wrapper shall have a minimum width of 7" and sufficient length to encircle the pipe leaving enough space between the ends at the top to allow the cement mortar to be poured. The entire joint shall be poured with cement mortar and rodded or agitated to eliminate voids and settlement. Prior to pouring the cement mortar the joint shall be thoroughly cleaned and saturated with clean water. Any joint showing shrinkage or excessive cracking shall be cleaned and remade. In hot weather,

additional measures may be required to obtain the best quality of joint, such as additional wet burlap, curing membrane, or immediate careful and well controlled backfilling of the joint with damp earth.

F. The mortar used at the exterior joint shall consist of one part Portland cement to 2-l/2 parts fine, sharp, clean sand and mixed with water to the consistency of thick cream. Mortar required at the joint shall not be placed in freezing weather unless adequately protected from freezing.

G. The joints for pipe to be installed in casing shall be made as for pipe laid in trench except that the outside portion of the joint shall be wrapped in a special polyurethane wrap impregnated with unhydrated cement manufactured for this purpose, prior to being jacked into the casing pipe. The wrap shall be "Flex-Protex" as manufactured by Mar-Mag Mfg. Corporation or approved equal. The interior of the joints shall be mortared after the pipe to be installed in casing has been jacked into place. The pipe shall not be moved after interior mortaring is completed. After the water line has been installed in the casing the ends of the casing shall be sealed using concrete or cement mortar.

H. Steel cylinder reinforced concrete pipe shall not be pressure tested until it has been in place a minimum of l4 days.

I. The contractor shall fill the steel cylinder reinforced concrete pipe under slight pressure and allow approximately 24 hours for water absorption by concrete lining before performing pressure test.

7. SETTING VALVES, VALVE BOXES, FIRE HYDRANTS AND FITTINGS

7.1 General

Valves and fittings shall be set at the locations shown on the plans or at locations as established by the engineer, and shall be set and jointed to the pipe in the manner heretofore specified for pipe installation. All valves buried in the ground shall have a cast iron valve box set over the valve and set to grade. All valves shall be set vertical, unless otherwise specified, and shall be thoroughly inspected and checked for operation before installation.

7.2 Valve Boxes

Cast Iron valve boxes shall be firmly supported and maintained centered and plumb over the wrench nut of the valve, with box cover flush with the surface of the ground or street paving.

Valve boxes shall be supported by a ring of concrete as shown on the plans and Detail Drawings. This ring shall be Class "A" concrete having a minimum thickness of six (6") inches and shall extend a minimum of twelve (12") inches in all directions from the outside diameter of the valve box and shall be supported on thoroughly compacted backfill.

7.3 Setting Fire Hydrants

A. Fire hydrants shall be located at points shown on the plans, the exact location of the hydrant to be established by the engineer. All hydrants shall be set plumb, to the grade as established by the engineer, and shall have their nozzles parallel with and/or at right angles to the curb, with the pumper nozzle facing the curb. The hydrants shall be supported in such a manner as not to cause a strain on the fire hydrant lead or branch.

The bowl of the hydrant shall be well braced against unexcavated earth at the end of the trench with concrete blocking. The concrete blocking shall be placed so as not to interfere with the hydrant drains and so that the joints or flanges are accessible.

B. Each hydrant shall be connected to the main with a six (6) inch ductile iron branch controlled by an independent six (6) inch gate valve. Each hydrant shall be set upon a stone or concrete slab not less than four (4) inches thick and not less than one square foot of surface area. Where solid rock exists in the bottom of the trench and same is excavated to the proper depth to form a foundation for the hydrant, the slab of stone or concrete may be omitted.

C. There shall be placed around the base of the hydrant not less than seven (7) cubic feet of sound broken stone or clean gravel, or other suitable material to provide reservoir capacity so that the hydrant will completely drain when closed. The gravel or broken stone shall reach from the bottom of the trench to at least six (6) inches above the waste opening in the hydrant. Each hydrant shall be operated by the contractor to prove to the inspector that the drain hole has not been plugged with concrete or other material.

8. **ANCHORAGE OF BENDS, TEES AND PLUGS, ETC.**

Reaction or thrust blocking shall be applied to all pipe lines at all tees, plugs, caps, valves, fire hydrants, and at bends deflecting ll-1/4 degrees or more. Concrete shall be used for blocking the pipe and fittings. Concrete for thrust block shall have a minimum compressive strength of 3,000 psi and shall conform to Texas Highway Department Class "A" concrete. Before thrust blocking is placed the element to be blocked shall be carefully wrapped in polyethylene sheeting having a minimum thickness of 3 mils. The blocking shall be placed between solid ground and the fitting to be anchored; the area of bearing on pipe and on the ground in each instance shall be that required by the engineer. The blocking shall be so placed that the pipe and fitting joints will be accessible for repair.

9. DISINFECTION OF PIPE LINES

The contractor shall furnish all labor, equipment, and materials necessary to the disinfecting of the new pipe lines which shall be disinfected before being placed in service. The lines shall be disinfected by the application of a chlorinating agent. The chlorinating agent may be a liquid chlorine, liquid chlorine gas water mixture, or a calcium hypochlorite solution, which shall be fed into the lines through a suitable solution feed device, or other methods approved by the engineer. The chlorinating agent shall be readily dissolvable and of a type that will rapidly mix with the water as it is loaded into the water line. Tablets or other solid form shall not be used unless they are dissolved before being placed into the line. The chlorinating agent shall be applied at or near the point from which the line is being filled, and through a corporation stop or other approved connection inserted in the horizontal axis of the newly laid pipe. The water being used to fill the line shall be controlled to flow into the section to be disinfected very slowly, and the rate of application of the chlorinating agent shall be in such proportion to the rate of water entering the pipe that the chlorine dose applied to the water entering the line shall be at least 50 parts per million. The treated water shall be retained in the pipe lines for a period of not less than twenty four (24) hours. At the end of the retention period all treated water shall be thoroughly flushed from the lines until the replacement water in the lines shall have a chlorine residual of not more than 0.2 parts per million. Where it is necessary to place the new lines in service in less than 24 hours, the concentration of chlorine may be increased to 300 ppm and the lines flushed and placed in service in 3 hours. Disinfecting procedures shall conform to AWWA C 60l.

l0. HYDROSTATIC TESTS

All pipe lines constructed under this contract before being accepted, shall be tested at l20% design pressure as described in the following paragraphs. This test shall apply to all newly laid pipe or any valved sections thereof.

The required test pressure (l80 pounds per square inch) shall be maintained over a continuous period of not less than eight (8) hours.

Each valved section of pipe shall be slowly filled with water, being certain that all air is expelled from the pipe by using hydrants, blow-offs or taps at points of highest elevation in the line. The specified pressure shall be applied by means of a pump and flow meter (gpm and amount) connected to the pipe in a manner satisfactory to the engineer. The contractor shall furnish all necessary equipment, materials and labor to satisfactorily make the hydrostatic tests.

After the line section to be tested has been brought to pressure, a visual inspection shall be made of all joints, fittings, valves, and appurtenance. Any leaks thus located shall be corrected before continuing with the test.

If the test indicates a leakage in excess of a rate equal to twenty-five (25) gallons per inch of nominal diameter of pipe line per mile per day (maximum 600 gallon per mile per day total leakage) the cause of such leaks shall be determined and corrected and the line retested until satisfactory results are obtained.

11. **REMOVING AND REPLACING PAVEMENT**

A. When it is necessary to cut existing paving to install utilities the paving shall be repaired as soon after the backfill is consolidated or the cement stabilized backfill has reached sufficient strength as practical. The repair shall be made using Texas Highway Department Type "D" Hot Mix Asphaltic Concrete and shall have a minimum thickness equal to the thickness of the existing surface.

B. Edges along the trenches and around pits shall be saw cut to remove damaged edges and/or surface. Saw cuts shall be straight and parallel to or at right angles to the street or alley center line in so far as practical. Meandering, zig-zag or notched saw lines will not be permitted. The saw cuts shall be such that a minimum of 6" of surface is removed beyond the edges of the trench.

C. The edges of the saw cut and surface of the backfill material shall be tack coated prior to the placing of hot mix asphaltic concrete. The tack coat shall be either RC-250 cut back asphalt or RS2h emulsified asphalt or approved equal. When emulsified asphalt is used for tack coat the asphaltic concrete shall not be placed until the break of the emulsion is complete and all free water has evaporated or has been removed.

D. After the tack coat is cured the hot mix asphaltic concrete shall be placed uniformly throughout the repair area. The edges of the repair shall be squared up and the hot mix asphaltic concrete thoroughly compacted. Any large aggregate that is separated from the mix during the leveling process shall be removed from the surface and disposed of off the project. Care shall be taken that none of the mix over laps the old paving. Any mix that has "scabbed" onto the paving shall be removed before the section is reopened to traffic.

Sufficient mix shall be placed so that the finished repair is from one eight (1/8") inch to one quarter (1/4") inch above the old paving surface to allow for further consolidation by traffic.

12. **TUNNELING UNDER UTILITY LINES, ETC**.

Where pipes, conduits or concrete curbs, gutters or other obstructions are encountered in the construction, the cost of tunneling under such obstructions shall be included as a part of the cost of the pipe line, or other pay items, complete in place.

13. **HIGHWAY CROSSING**

A. The City of Midland will obtain any required permits from the State Highway Department for installation of the water line along and across the highway right-of-way. It shall be the contractor's duty and responsibility to coordinate the time of making the crossing and the manner of handling traffic.

B. Installations of the casing pipe shall be accomplished by boring or open cut trench as indicated on the drawings and in accordance with the Texas Department of Transportation permit and requirements. Equipment used shall be of such size and capacity as to allow the placement of the casing to proceed in a safe and expeditions manner. Installation of the casing and the excavation and removal of the materials

within the casing shall proceed simultaneously.

The boring shall proceed from a pit provided for the boring equipment and workmen. Excavation and location of the pit shall be approved by the Engineer. Boring without the concurrent installation of the casing pipe will not be permitted. The use of water or other fluids in connection with the boring operation will be permitted only to the extent of lubricating cuttings. Jetting will not be permitted. Overcutting in excess of one inch shall be remedied by concrete pressure grouting the entire length of the installation. All joints for casing pipe installed in bore shall be welded. Care shall be taken to keep the casing pipe on the proper line and grade.

C. After the casing pipe has been installed and is accepted by the Engineer, the pipe shall be shoved through the casing. The pipe shall be pushed or pulled through the casing by exerting pressure on the barrel of the pipe and not on the bell, and shall be done in such a manner that the joint is always in compression during the shoving operation. Hardwood, or other suitable material skids shall be banded with stainless steel bands to each joint of pipe In accordance with the pipe manufacturers recommendation. The hardwood skids shall be of sufficient dimensions to allow the bell of the pipe to clear the casing pipe by at least one-half inch. The length of the skid shall be in accordance with the pipe manufacturers recommendations. A minimum of three bands shall be used to secure the skids to the pipe. The skids shall be such that the carrier pipe will be centered in the casing pipe. The design of skids and bonding techniques shall be submitted to the Engineer for approval prior to use.

In general waterline installation in the casing pipe shall conform to AWWA C 600-Section 6 requirements.

After completion of pipe installation in casing, the ends of the casing shall be sealed off by use of concrete grout. The minimum compressive strength of the grout shall be 2,000 psi in 28 days.

14. **SHORING & SHEETING**

14.1 Description

This item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project and including all additional excavation and backfill necessitated by the safety system. A trench shall be defined as a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet. The depth is five feet or more.

Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, dewatering or diversion of water to provide adequate drainage.

l4.2 Construction Methods

Trench safety systems shall be accomplished in accordance with the detailed specifications set out in the provisions of Excavation, Trench, and Shoring, Federal Occupational Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, Subpart P, as amended, including Proposed Rules published in the Federal Register (Vol. 52, No. 72) on Tuesday, October 31, l989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652. Legislation that has been enacted by the Texas Legislature, being Tex. Rev. Civ. Stat. Ann. arts. 1015q, 2368a.6 (Vernon Supp. 1988) with regard to Trench Safety Systems, is hereby incorporated, by reference into these specifications.

A reproduction of the OSHA Publication 2226 is attached for the convenience of the Contractor. The City assumes no responsibility for the accuracy of the reproduction or that it reflects current law. The Contractor is responsible for obtaining a copy of this section of the Federal Register for his use.

If the contractor elects to use a trench protective system that, in the Proposed Rules, requires "Design by a qualified person or a qualified engineer," [For example see 1926.652(b) (3) and 1926.652(c) (4)], "a qualified person or qualified engineer" shall be a Professional Engineer registered in the State of Texas. The Contractor is responsible for obtaining boring and soil analysis as required for the planned design. The trench excavation is to be designed in conformance with OSHA standards and regulations.

14.3 Safety Program

The Contractor shall submit a safety program specifically for the construction of trench excavation. The trench safety program shall be in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

14.4 Inspection

The Contractor shall make daily inspections of the Trench Safety Systems to ensure that the systems meet OSHA requirements. Daily inspection is to be made by a "competent person" provided by the Contractor. If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench. It is the sole duty, responsibility and prerogative of the Contractor, not the owner or the Engineer, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The Contractor shall maintain a permanent record of daily inspections.

14.5. Safety Restrictions - work near high voltage lines

The following procedures will be followed regarding the subject item on this contract:

A. Warning signs painted yellow with black letters that are legible at twelve feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

"WARNING - UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES."

B. All equipment except back hoes or dippers that may be operated within ten feet of high voltage lines shall have an insulating cage-type of guard about the boom or arm and insulator links on the lift hook connections.

C. When necessary to work within six feet of high voltage electric lines, notification shall be given the power company who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. The notifying department shall maintain an accurate log of all such calls to the Power Company, and shall record action taken in each case.

D. The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense.

l5. MEASUREMENT AND PAYMENT

l5.l General

The unit price or lump sum price bid on each item, as stated in the proposal, shall include furnishing all labor, superintendence, machinery, equipment, and materials necessary to complete the various items of work in accordance with the plans and specifications. Cost of work or materials shown on the plans and called for in the specifications and on which no separate payment is made shall be included in the bid price on the various pay items.

l5.2 Water Lines

A. Measurement

The length of pipe lines for the various sizes, classes and types to be paid for will be determined by measurement along the center lines of the pipe installed, measurement being made from the center of fitting to center of fitting or end of pipe, without any deduction for the length of intermediate fittings or valves including pipe installed in casing.

B. Payment

Furnishing and installing approved type pipe of the various sizes and classes shown on the plans or as required will be paid for at the unit price bid per linear foot for furnishing and installing the various sizes and classes of approved pipe complete in place. The unit price bid shall be complete compensation for furnishing and installing the pipe complete in place including all excavation, backfilling, testing and disinfection of lines and shall include any and all incidental work not otherwise included in the bid items or otherwise provided for in the specifications.

l5.3 Solid Rock Excavation

All excavation for pipe trenches shall be unclassified and no extra compensation will be made for solid rock excavation. The contractor is expected to make boring of his own and satisfy himself to the character of material which will be encountered.

l5.4 Gate Valves or Butterfly Valves

A. Measurement

Gate valves or butterfly valves will be counted in the field after installation by the size and type specified and actually installed.

B. Payment

The unit price bid for each type and size valve shall be complete compensation for furnishing and installing the valves, complete in place, including the furnishing and installation of cast iron valve boxes on all valves to the finished grade of the adjacent surface. All valves in paved areas shall be set to finish pavement grades

l5.5 Fire Hydrants

A. Measurement

Fire hydrants will be counted in the field after installation in accordance with the plans and specifications.

B. Payment

The unit price bid shall be complete compensation for furnishing and installing the fire hydrants, complete in place, each, including lead pipe the gravel drain, concrete blocking, extension or additional bury depth as required for a complete installation.

I5.6 Service Connections

A. Measurement

The number of service connections of the type and size specified to be paid for will be counted in the field after complete installation.

B. Payment

The unit price bid shall be complete compensation for furnishing and installing the service connections, complete in place, including the meter box and lid, service line, corporation stop, meter stop and incidentals required for a complete installation.

I5.7 Ductile Iron Fittings

A. Measurement

The weight of the various ductile iron fittings and specials were estimated by using the standard weights for cast iron fittings as established by the American Water Works Association or American Standard Association. Measurement of ductile iron fittings will be made by counting the actual number of fittings installed and multiplying the number of fittings by the catalog weights for those types of fittings actually installed. Allowance will be made for glands and bolts.

B. Payment

The ductile iron fittings or specials required in the construction of the various size pipe lines as shown on the plans or as required will be paid for at the unit price bid per ton for furnishing and installing the ductile iron fittings complete in place. The unit price shall also include all materials, excavation, backfilling, concrete blocking and other incidental work required for the complete installation.

I5.8 Steel Cylinder Concrete Pipe Fittings

A. Measurement

No separate measurement or count of fittings and specials for steel cylinder concrete pipe will be made.

B. Payment

No separate payment will be made for fittings or specials for steel cylinder concrete pipe used on this project, but the cost of same shall be included in the price bid per linear foot for the various classes and sizes of pipe in the bid proposal.

l5.9 Casing Pipe In Bored Hole Or Open Cut

A. Measurement

Measurement of the casing pipe, of the type and size specified, shall be made by the linear foot of casing installed complete in bored hole or installed complete in open cut.

B. Payment

The unit price bid per linear foot for casing in bored hole or for casing in open cut shall be complete compensation for furnishing and installing the casing, complete in place, including all pits, boring equipment, materials and labor required for a complete installation. Payment for carrier pipe installed in the casing will be made as stated under Waterlines above.

l5.l0 Paving Cut and Repair

A. Measurement

Measurement of paving cut and repair will be made by the square yard for replacing pavement of the type specified. The area of the pavement replaced shall be determined by actual measurements on the ground; however, measurement will be limited to areas within widths of cuts as shown on the plans unless additional widths are authorized by the engineer. Any pavement removed or damaged outside of the aforementioned limits shall be replaced as prescribed with these specifications, but will not be measured for payment.

B. Payment

The unit price bid, per square yard, shall be complete compensation for cutting and removing the pavement, and constructing the concrete base and surfacing of the type specified, all as specified herein and as shown on the plans.

15.ll Trench Safety Systems, Sheeting and Shoring

A. Measurement

Trench Safety Systems shall be measured by the linear foot along the centerline of trench including manholes and other line structures.

B. Payment

Payment for Trench Safety Systems, measured as prescribed above, shall be made at the unit price bid per linear foot of "Trench Safety Systems: Payment of all work prescribed under this item shall be full compensation for the Trench Safety Systems including all Engineering cost and any additional excavation and backfill required, for furnishing, placing, maintaining and removing all shoring, sheeting, or bracing; for dewatering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

Revised 08/07

GRAVITY FLOW PIPE SEWERS AND FITTINGS
FOR WASTE WATER AND STORM WATER

PART I – GENERAL

1.01 SCOPE

A. The work covered by this specification shall include the furnishing of all material, labor and equipment to construct, complete in place, all Gravity sewers including jointing, gaskets, fittings, castings, mortar, concrete, the placing of sewer pipe, and the construction of manholes and other appurtenance, all in accordance with the details shown on the plans and these specifications for the drainage of sanitary and/or storm sewage.

B. Sanitary and storm sewer lines constructed under these specifications shall be straight in grade and alignment between manholes. Manholes shall be constructed at any change in grade and at any change in alignment. In general manholes are to be constructed at 300 feet intervals or less with the maximum distance between manholes being 350 feet when approved by the Engineer.

1.02 QUALITY ASSURANCE

A. The Contractor, at the Engineer's request, shall furnish a certificate from the manufacturer of the pipe and fittings that the manufacturer is fully competent and capable of manufacturing sewer pipe, fittings, and accessories of the type, size and grade proposed for use in this project that are of uniform texture and strength that will fully comply with these specifications and have so manufactured this class of pipe in sufficient quantities to be certain that it will meet all normal field conditions of usage. The manufacturer must have adequate equipment and quality control facilities to be sure that each extrusion casting or run of pipe is uniform in texture, dimensions, and strength.

B. All PVC, HDPE, or plastic resin based pipe and fittings shall be covered during storage to protect them from excessive heat and direct sunlight.

C. All pipe and accessories shall be stored above ground and fully supported so that they will not bend or deflect excessively under their own weight.

D. Pipe in any way damaged or deformed during storage shall not be incorporated into this project, but at the direction of the Engineer, shall be permanently removed from the job site and project area.

1.03 TYPE OF PIPE

A. Pipe for sanitary sewers 15 inches in diameter and less shall be PVC. Pipe for storm drains 15 inches in diameter and less may be corrugated steel pipe when called for on the plans and in the bid proposal. Pipe 18 inches in diameter and larger shall be of the type shown on the plans and bid proposal.

B. The contractor may be allowed to bid a choice of two or more of the pipe materials when pipe 18 inches in diameter and larger are proposed for use on a project. When such choice is allowed the permissible choices will be clearly stated on the plans and/or bid proposal and a blank space will be provided for the contractor to write in the type of pipe proposed for use on the project. When such blank spaces are provided, the contractor must choose one of the permitted pipe materials as specified in part 2 “Materials” of these specifications and write in the type of pipe bid. Failure to write in the type of pipe bid may be reason to disqualify the bid. One or more types of pipe 18 inches in diameter and larger may be excluded from consideration on any given project by notes on the plans and/or the bid proposal.

PART 2 – MATERIALS

2.01 POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS FOR SANITARY AND STORM SEWERS

A. GRAVITY SEWERS

(1) Pipe and fittings in nominal diameters from 4-inch through 15-inch shall be manufactured in accordance with ASTM D3034, “Type PSM Polyvinyl Chloride (PVC) Sewer Pipe and Fittings” and pipe and fittings in diameter 18” through 36” shall be manufactured in accordance with ASTM F-679 or ASTM F-794, closed profile, subject to the modifications and limitations below.

B. MODIFICATIONS AND LIMITATIONS

(1) The concrete slab manhole tops shall be reinforced with number 4 steel reinforcing bars spaced at 12 inches on center each way. Additional diagonal bars shall be placed on 4 sides around the manway opening. The diagonal bars shall be number 4 rebar with a minimum length equal to the diameter of the manway opening plus 4 inches. The steel reinforcing mat shall be placed in the bottom of the slab with 1-1/2 inches protective covering.

(2) The term Dimension Ratio (DR) or standard dimension ratio (SDR) is the ratio of the average outside pipe diameter to the minimum wall thickness rounded to the nearest 0.5. The maximum DR for PVC sewer pipe shall be 35. PVC pipe sewers that will have less than 4 feet of cover shall be DR26.

(3) PVC pipe manufactured under ASTM F679 or F794 shall have a wall thickness that will meet or exceed the D.R. and stiffness specified herein. The minimum pipe stiffness for pipe having a DR of 26 shall be 115 psi. The minimum pipe stiffness for DR 35 pipe shall be 46 psi.

(4) Where DR 26 pipe is specified, all necessary fittings shall be the same as for SDR 35 PVC pipe.

(5) Minimum wall thickness for ASTM D-3034 PVC pipe shall be as follows:

Nominal Size (in.)	Min. Wall Thickness (in.)	
	DR 26	DR 35
4	0.162	0.120
6	0.241	0.180
8	0.323	0.240
10	0.404	0.300
12	0.481	0.360
15	0.588	0.437

The minimum wall thickness for PVC pipe meeting ASTM F-679 or F-794 requirements shall be the thickness as set forth in said ASTM specification that will meet or exceed the pipe stiffness and DR required.

(5) The identification markings as shown in Section 12 of ASTM 3034 shall note the specified DR of 26 where applicable.

(6) All pipe and fittings shall have the dimensions for inside diameter, outside diameter, etc. as shown in ASTM D3034 and/or ASTM F-679 except that the inside diameter DR 26 may be reduced by the added wall thickness.

(7) The pipe and fittings shall be homogeneous throughout and free from visible cracks, holes, foreign inclusions, or other injurious defects. The pipe shall be as uniform as commercially practical in color, opacity, density, and other physical properties.

(8) The Contractor shall provide wyes, tees, bends, adapters, and any other fittings called for in the specifications and/or shown on the plans or directed by the Engineer.

(9) The standard length of ASTM, D-3034 SDR 35 or SDR 26 PVC pipe under this specification shall be 20 feet with a minimum of 10 feet, except that all pipe used in service lines shall not exceed 10 feet in length unless otherwise approved by the Engineer. The standard laying length for ASTM F-679 PVC pipe shall be 13 feet. The Engineer must approve other laying lengths.

C. SEWER LATERALS AND CONNECTIONS

Pipe and fittings for service lines shall be the same material and thickness class as required for the main sewer. Schedule 40 PVC pipe may be used for 4” service lines when PVC pipe meeting requirements of ASTM 3034, SDR 35 is required.

D. JOINING SYSTEMS

(1) PIPE JOINTS

The pipe shall be joined with an integral bell, bell and spigot type rubber gasket joint. Each integral bell joint shall consist of a formed bell complete with a single rubber o-ring gasket. Gaskets shall be manufactured in accordance with ASTM F477 and shall be installed in accordance with the pipe manufacturer's instructions using all the necessary materials, lubricants and equipment recommended by the manufacturer.

For pipe 18" through 36" gaskets shall be factory installed and chemically bonded to the bell end of the pipe.

Lubricant shall be water soluble, non-toxic and have no deteriorating effects on gasket or pipe materials and shall not support the growth of bacteria. Lubricant shall be suitable for use at temperatures from 5^{o} to 120^{o} F (-15^{o} to 50^{o} C). Containers shall be labeled with the manufacturer's name and identified as PVC pipe joint lubricant. Each lubricant container shall have printed instructions for usage and joint assembly.

Field welded joints will not be allowed.

(2) FITTING JOINTS

All fittings shall utilize rubber gasket joints of the same type design and specifications as pipe joints.

(3) PIPE SPIGOT

The pipe spigot shall have a bevel and an insertion stop mark. The assembled joint shall be designed so the gasket shall be radially compressed to assure a positive water-tight seal for all installation conditions recommended by the manufacturer and under all combinations of production tolerances for the joint components. Each size joint shall be qualified to no leakage under various test conditions in conformance with ASTM Specification D-3212, "Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals."

E. INSPECTION AND TESTING

(1) INSPECTION REQUIREMENTS

Certification: as the basis of the acceptance of the material, the manufacturer will furnish a certificate of conformance to these specifications. The manufacturer will furnish other conformance certification in the form of affidavit of conformances, test results, and copies of test reports.

(2) PHYSICAL TEST REQUIREMENTS

For each 4,000 linear feet of pipe manufactured of each class and size of pipe, the following certified test data shall be required:

1. The basic dimensions shall be measured.
2. The allowable crush load (lbs/ft ^{2}) shall be calculated.
3. Impact resistance, fusion quality and ductility shall be tested.

F. MARKING AND DELIVERY

Each pipe shall be identified with the name of manufacturer, nominal size, cell classification, ASTM designation F794, Uni-Bell Plastic Pipe Association designation Uni-B-9, the pipe stiffness designation “PS-46 psi” and manufacturer’s date code.

1. MANHOLE CONNECTIONS

The Contractor shall provide smooth pieces of pipe for connecting sewer line into manholes. The Contractor shall be required to assist the manhole gasket supplier with the nominal outside diameter of these smooth pieces of pipe, as manufactured. There shall be only one plain end thickness for each diameter of pipe specified for the project.

2. DELIVERY

All pipe couplings and fittings shall be prepared for standard commercial shipment.

The pipe shall be inspected upon delivery to the job site for final acceptance. The contractor shall be responsible for all material furnished by him and he shall replace, at his own expense, all such material that is found to be defective in manufacture or which has become damaged in handling until final acceptance has been made. Pipe, which exhibits excessive ovalty or curvature, shall be rejected.

PVC pipe and fittings shall be covered during storage to protect them from excessive heat and direct sunlight.

All pipe and accessories shall be stored above ground and fully supported so as not to bend or deflect excessively under its own weight.

2.01(a) Metallic Marking Tape (For PVC Sewer Pipe)

2.01 (a).1 General

When non-metallic pipelines are to be installed, then the Contractor shall furnish and lay, above the pipeline, a continuous strip of metallic identification tape.

2.01 (a).2 Tape Material

The metallic identification tape shall be at least two inches (2”) in width and shall be of corrosive resistant metal of sufficient thickness to be stable and reflect electronic signals to electronic pipeline detector when buried to a dept of twenty-four (24”) below normal ground level.

The metallic tape shall be painted green on one side and shall have 1-inch high letters painted continuously on the same side of the tape which read, “CAUTION: BURIED SEWER LINE BELOW” or other words to this effect.

The marking tape shall be “Detectable Marking Tape”, as manufactured by the Omega Marking Company, or equal approved by the Engineer.

2.01(a).3 Construction Methods

The Contractor shall backfill over non-metallic pipelines to a depth which is less than twenty-four (24”) and not more than twelve inches (12) from the top of the cut of the ditch section in which the pipeline is laid. Contractor shall stop the backfilling material to a generally uniform level. All machine tamping, jetting and other compaction activities shall be accomplished up to this point of height in the backfilling the marking tape is placed in the trench.

The Contractor shall then lay the marking tape in the pipe trench and shall be held in position by the spot placement of backfill materials over it to keep it from sliding t the sides and/or from being blown about in the ditch by the wind. The tape shall be lid with the painted side, which shall also be the side with the identification lettering on it, in the “up” position. The tape shall be laid in the flat position and kept there until backfill is accomplished.

The Contractor shall then complete the backfilling operation in such a manner that the marking tape is not cut, crimped, ruptured or separated by the backfilling work.

2.01(a).4 Measurement and Payment

No separate pay item will be provided for furnish and placing the marking tape. This item shall be considered subsidiary to the non-metallic pipe being placed.

2.02 CORRUGATED STEEL PIPE (CSP) FOR STORM SEWERS AND CULVERTS ONLY

1. PIPE

A. STEEL SHEET STOCK

(1) Corrugated steel pipe shall be manufactured using galvanized steel sheet AASHTO M 218 or aluminized steel sheet AASHTO M 274.

(2) The lining for smooth lined corrugated steel pipe shall be polymer coated on both sides. The minimum thickness of the polymer coating shall be 10 mils.

B. PIPE DESIGNATION

(1) Pipe furnished shall be manufactured in accordance with AASHTO Specification M 36.

(2) Corrugated steel pipe shall be one or more of the following type as designated in AASHTO M 36.

Type I - Full circular cross section having helical corrugations.

Type IA - Full circular smooth lined pipe constructed of an outer shell having helical corrugations with a smooth sheet lining attached to the outer shell at helical lock seams.

Type IR - Full circular cross section with helical rib protruding outward.

Type II - Type I pipe formed into a pipe arch.

Type IIA - Type IA pipe formed into a pipe arch.

The type of pipe furnished on this project will be as shown on the plans and in the bid proposal.

When no type of pipe is called for on the plans or in the bid proposal helically corrugated circular single wall pipe (Type I or Type IR) shall be furnished.

C. MANUFACTURERS CERTIFICATION

(1) The pipe manufacturer will be required to certify the adequacy of the pipe furnished for the application and design life of the project.

(2) The design life for storm sewers constructed under this specification is 50 years.

(3) The pipe manufacturer will be required to run soil pH, soil resistivity and such other test as they deem necessary to design pipe thickness and protective coatings required to assure the adequacy of the pipe supplied.

D. CORRUGATION AND MINIMUM THICKNESS

(1) Thickness used in this specification refers to the bare steel thickness before coating is applied. The minimum thickness for any single wall corrugated steel pipe furnished under this specification is 16 gage.

(2) All corrugated steel pipe furnished under these specifications shall have helical corrugations.

(3) Circular corrugated steel pipe 48” in diameter and smaller shall have 2-2/3” x ½” corrugation and shall be a minimum of 16 gage in thickness.

Circular corrugated steel pipe larger than 48” in diameter may have either 2-2/3 x ½” or 3” x 1” corrugations. The minimum thickness for corrugated steel pipe larger than 48” in diameter and having 2-2/3 x ½” corrugation shall be as follows:

54” Diameter - 12 gage
60” Diameter - 10 gage
66” through 90” Diameter - 8 gage

The minimum thickness for circular corrugated steel pipe having 3” x 1” corrugation and diameters of 54” through 90” shall be 14 gage.

(4) For smooth lined corrugated steel pipe the minimum thickness for the lining shall be 20 gage and the minimum thickness for the outer shell shall be 18 gage.

The corrugations for the outer shell shall be 2-2/3” x ½” for pipe 48” diameter and smaller. Larger diameter pipe may use 3” x 1” corrugations in the outer shell. The sum of the thickness for the outer shell and the liner shall be a minimum of one thickness unit greater than the thickness that would be required for single wall pipe of the same diameter or span.

(5) Spiral rib steel pipe (Type IR) shall have outward projecting spiral corrugations of ¾” x 1” at 11-1/2” on center in accord with AASHTO specification M 36 or ¾” x ¾” at 7-1/2” on center as described in AASHTO specification M 196.

The minimum thickness for spiral rib pipe 48” in diameter and smaller shall be 16 gage.

The minimum thickness for spiral rib pipe 54” and 60” in diameter shall be 14 gage.

The minimum thickness for spiral rib pipe 66” and 72” in diameter shall be 12 gage.

The minimum thickness for spiral rib pipe larger than 72” in diameter shall be as shown on the plans.

(6) The corrugations and minimum thickness of corrugated steel pipe arch shall be in accord with the following table:

EQUIV. Dia. (in.)	2-2/3" x ½" Corrugations Span (in.)	Rise (in.)	Gage	3" x 1" Nominal Size Span (in.)	Rise (in.)	Gage
15"	17	13	14			
18"	21	15	14			
24"	28	20	14			
30"	35	24	14			
36"	42	29	14	40	31	16
42"	49	33	12	40	36	14
48"	57	38	10	53	41	12
54"	64	43	10	60	46	12
60"	71	47	8	66	51	12
66"	77	52	8	73	55	12
72"	83	57	8	81	59	12
78"				87	63	12
84"				95	67	12
90"				103	71	12

When 2-2/3" x ½" corrugations are called for on the plans and/or on the bid schedule the substitution of 3" x 1" corrugations will be allowed only upon the demonstration by the contractor that there is sufficient head room to accommodate the higher rise for arch pipe of this cross section.

E. END TREATMENT AND JOINING

(1) The ends of all corrugated steel pipe furnished for this project shall be rolled to provide circumferential corrugations for coupling. The end corrugations for all pipe 48" in diameter and less shall be 2-2/3 x ½". The end corrugations for single wall helically corrugated steel pipe or for smooth lined corrugated steel pipe 54" in diameter and larger shall be the same pitch as the pipe furnished and may be either 2-2/3" x ½" or 3" x 1". The end corrugations for spiral rib (Type IR) corrugated steel pipe shall be 2-2/3" x ½" or 3" x 1" for pipe 54" and larger in diameter.

(2) Coupling bands shall be made of the same material as the pipe and shall be not more than 3 nominal sheet thicknesses lighter than the pipe joined and in no case less than .052 inch.

Jointing devices for joining corrugated steel pipe shall have a gasket and shall produce a joint meeting the infiltration/exfiltration requirements of these specifications.

If it should be necessary to cut a joint of Helically corrugated pipe and join the unreformed end to another section of pipe or fitting extra width bands will be required and special care must be taken to insure a water tight connection.

Locking bands shall be corrugated and shall securely fit into at least one full annular corrugation. The corrugations on the locking band must match the corrugations on the pipe being joined.
The minimum width for locking bands is as follows:

for 2-2/3 x ½ inch corrugations	10-1/2 inches
3 x 1 inch corrugation	12 inches

For helical corrugations that have not been reformed the coupling bands must be at least 2 inches wider than the widths listed above.

Unless shown otherwise on the plans all bolts for coupling or locking bands shall be ½ inch in diameter. Bands 12 inches wide or less shall have a minimum of 2 bolts. Bands wider than 12 inches shall have a minimum of 3 bolts.

Bolts must be galvanized in accordance with AASHTO Designation M232 or ASTM A164 Type RS.

(3) Gaskets for corrugated steel pipe shall be closed cell expanded rubber and shall be formed into a continuous band. Gaskets may be either “O” ring or flat band as recommended by the pipe manufacturer. Flat band gaskets shall be a minimum of 7” wide and 3/8” thick. “O” ring gaskets shall be 13/16” diameter minimum for pipe 36” in diameter or less and 7/8” for pipe larger than 36” diameter and having ½” deep corrugations. “O” ring gaskets shall be a minimum of 1-3/8” diameter for pipe having 1” deep corrugations. When “O” ring gaskets are furnished, an additional flat gasket shall be furnished and placed between the overlapping ends of the coupling band. This flat gasket shall completely fill the gap between the “O” rings. All gasket materials shall be capable of producing a water tight joint that will meet the leakage requirements of these specifications.

2. CORRUGATED STEEL MANHOLE FITTINGS, AND CLEAN OUTS

A. FABRICATION

(1) Corrugated steel manholes and fittings shall be constructed of the same material and type of pipe furnished for the storm sewer line with the exception that manhole risers shall be helical corrugated single wall circular pipe when used with pipe arch sewers or smooth lined corrugated steel pipe. The thickness of the manhole riser shall be the same as would be required for the same type and diameter pipe if it were used for the storm sewer.

(2) Cleanouts for use on shallow storm sewer and inlet leads shall be manufactured from pipe meeting the requirements of these specifications. Cleanouts shall be constructed to the dimensions and in accord with the details shown on the plans.

B. CONNECTION TO MANHOLES AND CLEANOUTS

(1) Stub outs from manholes and cleanouts for connection to storm sewers and inlet leads shall have annular corrugations and shall be compatible with the type and size of pipe being connected. Stub outs provided for connection to PVC pipe storm sewers and inlet leads shall be sized so that the PVC pipe can be inserted into the stub leaving the least amount of annular space between the PVC pipe and the CSP practical. The PVC pipe shall be connected using an approved molded rubber or PVC sleeve connector clamped to both pipes with stainless steel straps.

The connector shall be a flexible coupling as manufactured by Fernco, 300 S. Dayton St., Davison, MI., or approved equal.

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C. LEAKAGE

Manholes, fittings and cleanouts shall meet the leakage requirements of these specifications.

D. SHOP DRAWINGS

The contractor shall submit shop drawings of all manholes, fittings and cleanouts for approval prior to their fabrication. A minimum of 5 sets of drawings for each manhole, each fitting and each cleanout shall be submitted.

E. CONCRETE SLAB TOPS

A reinforced concrete slab top shall be constructed for each manhole and cleanout. The slab shall extend to one foot (1') outside the riser section on all sides and shall have an eccentric 2' diameter opening for the manway located at the outside edge of the riser section. For manholes and cleanouts designated for standard manhole rings and covers the concrete top shall be 8 inches thick and shall be finished smooth to receive the manhole ring.

For manholes designated to receive pressure type manhole rings and covers the concrete slab top shall be a minimum of 12 inches thick and shall have L bolts imbedded in the concrete to fit the requirements of the manhole ring furnished. The slab shall be finished smooth to receive the manhole ring. The manhole ring shall be securely bolted to the slab and sealed using "Ram Nek" or an approved equal bitumastic sealer between the manhole ring and the concrete slab.

The concrete slab manhole tops shall be reinforced with number 4 steel reinforcing bars spaced at 12 inches on center each way. Additional diagonal bars shall be placed on 4 sides around the manway opening. The diagonal bars shall be number 4 rebar with a minimum length equal to the diameter of the manway opening plus 4 inches. The steel reinforcing mat shall be placed in the bottom of the slab with 1-1/2 inches protective covering.

F. PRESSURE MANHOLE RING AND COVER

(1) Pressure type manhole rings and covers shall be Western Iron Works No. 380-24P or approved equal. The manhole cover shall be sealed with an "O" ring gasket in a ring groove and shall be secured to the ring by six (6) 5/8-inch stainless steel bolts.

(2) The ring shall have six (6) 1-1/4 inch bolt holes in the flange for securing the ring to the concrete slab top on the manhole.

3. CORRUGATED STEEL PIPE SLOTTED DRAIN

(1) Corrugated steel pipe slotted drains shall be fabricated from full circle corrugated steel pipe conforming to these specifications.

(2) C.S.P. Slotted drains shall be of a type as manufactured by "Contech Construction Products, Inc.", "Texas Corrugators", "Caldwell Culvert Company" or approved equal.

(3) The upstream end of CSP slotted drains shall be equipped with a bend and a ring and cover of the some size as the pipe from which the slotted drain was fabricated to allow cleaning equipment to be inserted into the slotted drain. The ring and cover shall be Nenah Foundry Co. R-5901 open grate or R-5900 solid lid or approved equal. Unless shown otherwise on the plans the open grate shall be furnished.

(4) When slotted drain is to be connected to PVC leads, molded rubber or PVC flexible connector as specified for connections to manholes and cleanouts shall be furnished.

4. DAMAGED COATING

A. PROTECTION OF PIPE

(1) Pipe fittings and specials shall be handled and stored in a manner that will minimize damage to the coating.

(2) The fabrication process shall be designed to minimize the burning of coatings during welding.

(3) Pipe and/or fittings showing excessive abuse or damage will be rejected.

B. REPAIRING DAMAGE

(1) Pipe on which the metallic coating has been burned by welding or has been otherwise damaged in fabricating or handling, shall be repaired. The repair shall be done so that the completed pipe shall show careful finished workmanship in all particulars.

(2) The damaged area shall be cleaned to bright metal by blast cleaning, power disk sanding, or wire brushing. The cleaned area shall extend at least ½ inch into the undamaged section of the coating. The cleaned area shall be coated within 24 hours and before any rusting or soiling.

(3) Zinc-rich paint shall be applied to a dry film thickness of at least 0.005 inches over the damaged section and surrounding cleaned area. Zinc-rich paint shall be used for repair of damage to all types of metallic coating -zinc, aluminum, and aluminum-zinc alloy.

2.03 CAST-IN-PLACE CONCRETE SEWER PIPE (NON-REINFORCED) FOR STORM SEWERS ONLY

1. DESCRIPTION

This item shall cover machine cast-in-place monolithic non-reinforced concrete pipe, which shall consist of Portland cement concrete placed in a prepared trench at such locations and grades shown on the plans and intended to be used for the conveyance of storm water. Items and item numbers referred to in this specification are the items as given in the "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges."

2. MATERIALS

The cast-in-place pipe shall be constructed of Class "C" concrete. The concrete shall meet the requirements of Item 421, "Concrete for Structures," and Special Provision thereto, except as otherwise noted herein or on the plans. Type III Portland Cement shall be used.

The minimum compressive strength for concrete used in this item is 4000 psi. Backfilling operations may proceed when the concrete has reached 2000 psi compressive strength.

The coarse aggregate grading for pipe diameters 48 inches or less shall conform to that of Aggregate Grade No. 3, one inch (1") maximum size aggregate under Item 421. For pipe diameters over 48 inches, Coarse Aggregate No. 2, one and one third inch (1-1/3") maximum size aggregate shall be used.

No concrete having a slump in excess of 2" will be permitted for use in pipes with diameters of 48 inches and over. For pipes with diameters less than 48 inches, no concrete having a slump in excess of 3" will be permitted for use. At the option of the Contractor, sections of precast reinforced concrete pipe (D-load) may be substituted for cast-in-place concrete pipe. Pipe and installation shall conform to the requirements of Item 465, "Pipe Sewers." Backfill shall be in accordance with the requirements for other storm sewers in these specifications using crusher fines (chat).

3. PIPE MAKING EQUIPMENT

The pipe shall be constructed with equipment specially designed for constructing cast-in-place monolithic concrete pipe. The equipment shall be acceptable to the Engineer and the Contractor may be required to furnish evidence of successful operation in other work of the equipment he proposes to use. Equipment not suitable to produce the quality of work required for the pipeline will not be permitted to operate on the project.

4. DIMENSIONS AND TOLERANCES

The design shell thickness shall be as specified in Table 1.

TABLE I

Internal Diameter inches	Min. Shell Thickness inches
18	2
24	2-1/2
30	3
36	3-1/2
42	4
48	5
54	5-1/2
60	6
66	6-1/2
72	7
84	8
96	9
108	10
120	11

Variation in the internal diameter shall not exceed plus or minus 3 percent. The maximum allowable deviation form the true grade of the design invert of the pipe shall not exceed ½ inch either side of true grade. Where deviation from true grade occurs, true grade shall be re-established at a maximum departure of one-eighth inch per foot.

5. EXCAVATION AND BACKFILL

Excavation shall be in accordance with the requirement for other types of storm drains, except as modified herein. The trench shall be excavated in the lines and grades shown on the plans or as directed by the Engineer. The width of the trench shall be sufficient to accommodate travel of the pipe machine only. The bottom of the trench shall be shaped to the nominal outside circumference of the pipe. Excavation shall be performed from the outlet to the inlet. If the trench is over-excavated for the bottom 210 degrees of the pipe the excess area shall be filled with concrete. If rock is encountered, it will be removed at least 6 inches below the bottom of the pipe and the trench refilled with material sufficiently compacted to

allow operation of the machine and provide a smooth firm surface. The sidewall of the pipe shall be placed against undisturbed material.

Backfill material will be a crusher fine (chat) as described elsewhere in these Specifications. No backfill other than permitted for curing purposes shall be placed until the line has been inspected and approved by the Engineer. The trench may be completely backfilled after the pipe has been in place at least 24 hours and concrete strength requirements have been reached. Light traffic, axle load less than 6,000 pounds, may be routed over the pipe after backfill has been completed for twenty-four (24) hours. Unrestricted traffic may be permitted over the pipe after the backfill has been in place for forty-eight (48) hours.

All backfill material shall be mechanically compacted to 95% modified proctor or as directed by the Engineer.

6. CONSTRUCTION

All surfaces against which concrete are to be placed shall be free from standing water, mud, and debris. Absorptive surfaces against which concrete are to be placed shall be moistened thoroughly so that moisture will not be drawn from the freshly placed concrete.

The concrete shall be placed in one operation around the full circumference of the pipe by means of a traveling form. The forms shall be of sufficient strength to withstand vibrating or tamping the concrete and to permit workmen to walk on the forms without causing springing or bulging at any point.

As the traveling form moves forward, forms shall be placed inside the newly formed pipe to support a minimum of 230 degrees of the upper portion of the pipe.

The concrete shall be vibrated, rammed, tamped or worked with suitable appliances until the concrete has been consolidated to the maximum practicable density, free of rock pockets, and closes snugly against all surfaces or forms and provides a bond between the pipe shell and supporting earth.

When placing operations cease for any reason, the end of the pipe shall be left rough with a slope of approximately 45 degrees. The ends of the pipeline shall be covered with canvas or other suitable cover material to prevent excessive loss of moisture from the interior of the pipe already placed.

When starting pipe laying operation from a previously laid cast-in-place pipe or section of pre-cast pipe, a construction joint shall be made by excavating a “bell” completely around the end of the existing pipe and constructing a concrete collar to extend at least one foot either side of the joint with a minimum thickness equal to that of the wall of the pipe. The end of the existing pipe shall be clean and damp before continuing pipe making operations. Cleaning of the construction joint shall consist of removing all latency, loose or defective concrete, coatings, and any other deleterious materials.

All forms shall be clean and shall be placed at the trench side at the location of their proposed use for inspection by the Engineer. Forms, which are defective in any way, will not be used, and upon condemnation they shall be removed from the site of the work. The forms shall not vary more than ½ inch from the lower edge of a straightedge laid parallel to the centerline of the form, and shall be free of any holes larger than 5/8 inch in greatest dimension. The pipe machine shall be thoroughly clean and serviced prior to the placing of the concrete. Particular attention will be given to all parts of the machine with which concrete comes into contact.

Concrete chutes or trunks shall be provided to reach within 1 foot of the pipe machine hopper. The end of the chute or trunk shall discharge the concrete at the center of the hopper. Provisions shall be maintained to minimize segregation of the concrete mix in all phases of the operation.

Delays in placing shall be handled as follows or as otherwise directed. The concrete hopper on the pipe laying machine shall be kept ½ full at all times, provided, however, that when placing operations cease or are delayed for any reason for more than 20 minutes, the pipe machine shall be pulled forward until all the concrete is exhausted and until the top troweling skirt is clear of the concrete. If the pipe laying operation proceeds within one hour of the time of the last placement, no further steps need to be taken. However, if longer than one hour has elapsed, then a construction joint must be made as previously described. The end of the pipe shall be left rough and at the natural slope when the machine is moved forward.

All junctions of pipe shall be provided for at the time the cast-in-place pipe is placed.

Inside forms shall be removed from the pipe not sooner than 4 hours nor longer than 24 hours after placement of the concrete. Care shall be taken when removing forms to prevent damage to the pipe. The inside of the pipe shall be carefully inspected for imperfections in placement, and any required repairs or smoothing shall be made immediately to provide a uniform interior surface. No wash, mortar or concrete shall be applied to a surface not properly moistened or cleaned. Visible cracks shall be brushed with cement paste or chipped out and pointed up with cement mortar. Any cracks that appear to go through the shell shall be grooved and filled with mortar. All construction operations and methods for providing a watertight pipeline shall be the responsibility of the Contractor. Mortar shall consist of one part cement; two parts well graded sand passing 1/8-inch sieve. Wash shall consist of four parts cement, one part fire clay. The finished surface of the concrete pipe shall be substantially free of fractures, cracks and surface roughness.

7. CURING CONCRETE

Immediately after the concrete is placed the exposed surface of the concrete shall be cured by covering the top with a sheet of polyethylene film sealed with dirt along the edges. During the curing period following the placement of the concrete, the ends of the pipeline and all other openings into the pipeline shall be covered with canvas or other suitable material, except at locations where work is actually in progress. The inside surface of the pipeline shall not be cured.

8. MANHOLES AND BENDS

Manhole bases shall be hand formed on top of the pipe as soon as the pipe-placing machine has passed. Where required, the extra width for manholes shall be excavated ahead of the pipe placing operation. The base for the manhole shall be formed to receive a standard precast concrete barrel section and shall be shaped and smoothed so that the joint can be sealed water tight by use of “Ram Nek” or other approved joint sealing material.

Bends may be formed and cast in place or fabricated using precast reinforced concrete pipe (load D). Design and shop drawings shall be submitted to and approved by the Engineer before the bends are fabricated or cast.

9. MEASUREMENT

Measurement of manholes shall be as specified elsewhere in these specifications. Measurement of bends shall be as for other storm sewer pipe. The method of pipe measurement shall conform to that for other types of storm drainpipe in the section or storm drains in these specifications.

10. PAYMENT

Payment for cast-in-place non-reinforced pipe sewers, measured as prescribed above, will be made at the unit price bid per linear foot for the various sizes of “Pipe Sewers (Cast-in-Place)” complete in place. Payment for manholes shall be as specified elsewhere in these specifications.

Such payment shall be full compensation for furnishing all concrete materials, precast reinforced concrete pipe used in place of cast-in-place pipe, and for all other materials, tools, labor, equipment, and incidentals required to perform the applicable work prescribed herein.

When precast reinforced concrete pipe at the Contractor’s option is used in a line of cast-in-place pipe the additional excavation for the pipe will be subsidiary.

2.04 CENTRIFUGALLY CAST FIBERGLASS REINFORCED RESIN PIPE SEWERS

A. DIRECT BURY PIPES

1. GENERAL

All pipes, joints and fittings shall be manufactured in accordance with the requirements of the applicable standard given below except as noted herein:

Service	Standard
Non pressure Sanitary Sewer	ASTM D3262
Sewer Force Main and Effluent Lines	ASTM D3754

Pipes shall be centrifugally cast, fiberglass-reinforced polyester resin as manufactured by Hobas USA, Inc. or approved equal.

Minimum pipe stiffness when tested in accordance with ASTM D2412 shall be 46 psi.

2. MATERIALS

The manufacturer shall use only approved polyester resin systems for which he can provide a proven history of performance in these particular applications. The historical data shall have been acquired from a composite material of similar construction and composition as the proposed product.

The reinforcing glass fibers used to manufacture the components shall be of highest quality commercial grade of E-glass filaments with binder and sizing compatible with impregnating resins. Sand shall be minimum 98% silica with a maximum moisture content of 0.2%

3. DIMENSIONS

Pipe outside diameters shall be in accordance with AWWA Standard C151 and C950. For diameters larger than covered in those documents, OD's shall be as shown in Table 1.

TABLE I

*WP/s		0/46		50/46		100/46		150/46		200/46	
Nomin Pipe Sz. (in.)	Pipe OD (in.)	Min. wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt (lb/ ft.)
18	19.50	.42	20	.41	20	.40	19	.38	18	.37	18
20	21.60	.46	25	.45	24	.43	23	.42	22	.40	21
24	25.80	.54	35	.53	34	.51	33	.49	31	.47	30
30	32.00	.66	54	.65	53	.62	51	.60	49	.57	47
36	38.30	.78	77	.77	76	.74	73	.71	70	.68	67
42	44.50	.90	104	.88	101	.85	98	.82	94	.78	89
48	50.80	1.02	134	1.00	131	.96	126	.93	122	.88	115
54	57.10	1.14	169	1.12	166	1.08	160	1.04	155	.99	147
60	62.90	1.26	209	1.23	204	1.19	197	1.14	188	1.09	180
66	69.20	1.38	249	1.35	243	1.30	234	1.25	228		
72	75.40	1.50	298	1.47	292	1.41	280	1.36	270		
78	81.60	1.62	352	1.58	343	1.52	331	1.47	320		
84	88.00	1.74	409	1.70	399	1.64	385				
90	94.30	1.86	468	1.82	458	1.75	440				
96	100.6	1.98	531	1.94	520	1.87	501				

- **Maximum nominal working pressure in psi/pipe stiffness in psi**

Pipe shall be supplied in nominal lengths of 20 feet. Actual laying length shall be the nominal plus or minus 2 inches. At least 90% of the total footage of each size and class of pipe, excluding special order lengths, shall be furnished in nominal length sections.

4. **PRESSURE CLASS & TESTING FOR SEWER FORCE MAINS AND EFFLUENT LINES**

The pipe nominal pressure class (PN) shall be equal to or greater than the maximum sustained operating pressure of the line. The minimum pressure rating for non-pressure pipe shall be 15 psi.

The maximum transient (operating plus surge) pressure of the line shall not exceed the pipe nominal pressure class by more than 40%.

Pipe hoop tensile strength for pressure pipe shall be verified as specified in the applicable standard (D3754 or C950) or by random burst testing at the same sampling frequency. All pipes shall be capable of withstanding a test pressure of 2 times the maximum sustained operating pressure of the line without leaking or cracking. This performance shall be periodically verified at the factory for pressure pipe at least once per lot as defined in D3754, section 7.1.

A. JOINTS

Unless otherwise specified, the pipe shall be field connected with fiberglass sleeve couplings that utilize elastomeric sealing gaskets made of EPDM rubber compound as the sole means to maintain joint water tightness. The joints must meet the performance requirements of ASTM D4161.

B. FITTINGS

Flanges, elbows, reducers, tees, wyes, laterals and other fittings shall, when installed, be capable of withstanding all operating conditions. Acceptable configurations include contact molded or metered fiberglass or properly protected standard ductile iron.

Unbalanced thrust forces shall be restrained with thrust blocks or other approved suitable methods. Fiberglass tees, wyes, laterals, or other similar fittings shall be fully encased in reinforced concrete designed to withstand the pressure forces.

2.05 POLYETHYLENE SEWER PIPE

A. SCOPE

(1) This specification covers Polyethylene (PE) pipe with a corrugated outer wall and a smooth interior wall, for use with non-pressure sanitary sewer systems. The PVC fittings and joints are included in the specification.

B. MATERIAL AND MANUFACTURING

1. PIPE MATERIALS

The pipe shall be made from clean virgin Polyethylene compounds having a cell classification of 324420C as defined by ASTM D-3350.

2. FITTING MATERIALS

The fittings shall be made from clean virgin polyvinyl chloride (PVC) compounds having a cell classification of 12454B, 1245C or 13343C as defined by ASTM D-1784.

Pipe shall be manufactured by simultaneous extrusion of the corrugated and smooth walls with the smooth inner wall fused to the outer corrugated wall.

Fittings shall be molded or fabricated.

3. JOINING MATERIALS

a. Gaskets
b. Elastomeric gaskets shall meet the requirements of ASTM F-477.
c. Lubricants

The lubricants used for assembly shall have no detrimental effect on the gasket or the pipe, and shall be per published recommendations of the pipe manufacture.

4. MATERIAL CERTIFICATION

A manufacture's or an independent laboratory certification shall be furnished to the purchaser/engineer that the products were manufactured, sampled, tested, and inspected at the time of manufacture in accordance with this specification.

C. PIPE DIMENSIONS

Pipe dimensions shall meet the following requirements when tested in accordance with ASTM D-2122.

Nominal Size	Avg. O.D.	Avg. I.D.
4	4.790 (121.7)	4.00 (101.6)
6	6.930 (176.0)	6.00 (152.4)
8	9.145 (232.2)	8.00 (203.2)
10	11.405 (289.7)	10.00 (254.0)
12	14.450 (367.0)	12.00 (304.8)
15	17.530 (445.3)	15.00 (381.0)
18	21/150 (537.2)	18.00 (457.2)

D. INSTALLATION

1. Joint Tightness

Minimum joint performance shall show no leakage when tested in accordance with ASTM D-3212.

2. Supplier Assistance

A manufacturers representative of the above referenced pipe material shall be present at the beginning of the installation as required by the Design Engineer or Contractor and shall remain on site until released by the Design Engineer or Field Inspector/Engineer.

2.06 INLETS FOR STORM SEWERS

A. CURB TYPE INLETS

(1) Curb inlets shall be constructed at the locations and to the lines and grades or shown on the plans or as directed by the Engineer.

(2) Curb inlets shall be constructed of reinforced class “C” concrete in accordance with Section 1-B “Concrete Structures” and the plans and detail drawings.

(3) The curb section and the curb inlet shall conform to the curb and gutter section in which it is placed in so far as it is possible.

B. GRATE TYPE INLETS

(1) Grate inlets shall be constructed at the locations and the lines and grades as shown on the plans or as directed by the Engineer.

(2) Concrete boxes for grate inlets shall be constructed of reinforced Class “C” concrete in accordance with Section 1-B “concrete Structures” and the plans and detail drawings.

(3) Grates shall be constructed of ASTM A-48 gray iron having minimum tensile strength of 35,000 psi or ductile iron having a minimum tensile strength of 60,000 psi and a yield strength of 40,000 psi.

The size, style, shape, type, weight and class shall be as shown on the plans.

Grate frames shall be as manufactured for the grate by the grate fabricator. If more than one type or style or frame is available, the type and/or style shall be as indicated on the plans.

C. COMBINATION INLETS

(1) Combination curb and grate inlets shall be constructed at the locations and to the lines and grades as shown on the plans or as directed by the Engineer.

(2) Combination inlets shall be constructed in accordance with the applicable requirements for “Curb type inlets” and “Grate type inlets” above.

D. INLET LEADS

(1) Inlet leads may be PVC pipe or CSP as shown on the plans and called for in the bid proposal.

(2) Inlet leads shall be constructed in accordance with the specifications for type of material used and the plans and detail drawings.

(3) Where two or more leads are joined together to form a single lead to the storm sewer they shall be joined at a cleanout unless shown otherwise on the plans.

(4) Inlet leads shall be connected to the storm sewer at a manhole. The leads shall enter the manhole at a point that will match the .8 points of the two pipes as near as practical.

E. CLEANOUT FOR STORM SEWER INLET LEADS

Cleanouts at the juncture of inlet leads shall be constructed in accordance with the dimensions and requirements shown on the plans and detail drawings.

F. CORRUGATED STEEL SLOTTED DRAINS

(1) Corrugated steel slotted drains shall be as specified in section 2.02-3 of these specifications and shall be furnished in the lengths and diameters as shown on the drawings and in the bid proposal.

(2) Corrugated steel slotted drains are approved for nuisance water inlets only and are sized to allow for considerable clogging before they will cease to function in this capacity.

2.07 MANHOLES

1. GENERAL

A. **CONCRETE MANHOLES ARE NOT TO BE USED FOR SANITARY SEWERS AFTER DECEMBER 31, 2002. FIBERGLASS MANHOLES ARE TO BE USED FOR ALL SANITARY SEWERS**. Concrete manholes can be used for storm water sewers.

All manholes furnished for this project shall be precast unless noted otherwise on the plans and or bid proposal.

Precast manholes shall conform to the requirements of ASTM Specification C-478 with the modifications given in this article.

Concrete used for precast manholes shall have a minimum 28-day compressive strength of 4,000 psi and shall have a minimum cement content of 7 sacks per cubic yards.

All manhole sections shall be furnished with tongue and groove type joints suitable for sealing water tight with rubber or bituminous joint sealer or gaskets.

B. When cast in place components for manholes are called for on the plans the concrete used shall have a minimum 28 day compressive strength of 4,000 psi and a minimum cement content of 7 sacks per cubic yard and shall conform to the requirements of ASTM Specification C-478 with wall thickness as shown on the plans and detail drawings.

Aggregate for the concrete shall meet the sodium sulfate and magnesium sulfate test as required in ASTM Specification C-33.

C. Mortar for filling and shaping the inverts in precast manhole bases and for mortaring precast grade rings and cast iron rings and covers shall consist of one part Portland cement ASTM C150 Type 1 to 3 parts washed sand mixed with just enough water to make a workable mix.

D. Manholes for corrugated steel pipe may be precast concrete or corrugated steel as described in Article 2.02. The type and material shall be as shown on the plans and called for on the bid proposal.

2. PRECAST MANHOLES

A. Manhole base sections shall be cast with an integral floor and shall be constructed in accordance with the details shown on the plans.

B. Manhole riser sections shall be constructed in accordance with the plans and details and these specifications. When pipe openings are required in manhole riser sections they shall be of the same type and meet the same requirements as the pipe openings in the precast bases.

Manhole riser sections for each manhole shall be furnished in the proper combination of lengths to construct the manhole in conjunction with the other components to the finished grade shown on the plans.

C Eccentric cone sections shall be constructed in the same manner as other components except the top of the cone will have a flat surface to accommodate the manhole ring and cover or grade adjusting rings instead of a tongue or groove.

Generally openings will not be required in the wall of the cone section of the manhole.

D. Manhole grade rings shall comply with all the requirements for manhole riser sections except they shall be cast smooth both sides without tongues and/or grooves.

Manhole grade rings shall be sized to fit the smooth small end of the cone section and shall be cast in heights of 2", 4" or 6".

E. Joint seals for precast concrete manholes shall be a bitumastic sealer such as Ram-Nek or approved equal, a soft rubber sealer such as Butyl-Lok or approved equal or an approved "O" ring gasket or a combination of the above if required to achieve a water tight joint.

F. All water tight Storm Sewer Manholes constructed on this project shall have Neenah R-1755-C watertight manhole rings and covers or approved equal.

No separate payment will be made for the protective plastic manhole linings or for the water tight manhole rings and covers but the cost of these items shall be included in the price bid for water tight Storm Sewer Manholes.

In addition to the markings required by ASTM Specification C-478, all components of each manhole shall be, marked with location identifying information such as manhole number or line number and station value where manhole is to be installed. If the manhole has openings for installation of branch lines above the base section, each manhole section shall be clearly marked with the sequence of installation to assure the branch opening will be at the correct elevation.

3. FIBERGLASS MANHOLES

A. SCOPE

Fiberglass reinforced polyester manholes shall be manufactured from commercial grade polyester resin or other suitable polyester or vinyl resins, with fiberglass reinforcements and in accordance with the latest edition of ASTM D 3 753 (Standard Specification for Glass-Fiber Reinforced Polyester Manholes). Fiberglass manholes shall be used with fiberglass or plastic sewer pipe.

B. MATERIALS

1. **Resin:** The resins used shall be a commercial grade unsaturated polyester resin.

2. **Reinforcing Materials**: The reinforcing materials shall be commercial Grade "E" type glass in the form of mat, continuous roving, chopped roving, roving fabric, or a combination of the above, having a coupling agent that will provide a suitable bond with the resin and leave a resin rich surface.

3. **Surfacing Materials**: If reinforcing materials are used on the surface exposed to the contained substance, they shall be a commercial grade chemical-resistant glass organic surfacing mat having a coupling agent that will provide a suitable bond with the resin and leave a resin rich surface.

4. **Fillers and Additives**: Fillers, when used, shall be inert to the environment and wet well construction. Additives, such as thixotropic agents, catalysts, promoters, etc., may be added as required by the specific manufacturing process to be used. The resulting reinforced plastic material must meet the requirement of this specification.

C. FABRICATION

1. **Exterior Surface**: The exterior surface shall be relatively smooth with no sharp projections. Handwork finish is acceptable if enough resin is present to eliminate fiber show. The exterior surface shall be free of blisters larger than ½ inch in diameter, de-lamination and fiber show.

2. **Interior Surface**: The interior surface shall be resin rich with no exposed fibers. The surface shall be free of crazing, de-lamination, blisters larger than ½ inch in diameter, and wrinkles of 1/8 inch or greater in depth. Surface pits shall be permitted up to 6 per square foot if they are less than ¾ inch in diameter and less than 1/16 inch deep.

3. **Defects not permitted**:

Exposed fibers: glass fibers not wet out with resin.
Resin runs: runs of resin and sand on the surface
Dry areas: areas with glass not wet out with resin.
De-lamination: separation in the laminate.
Blisters: light colored areas larger than ½ inch in diameter.
Crazing: cracks caused by sharp objects
Pits or Voids: air pockets.
Wrinkles: smooth irregularities in the surface.
Sharp projection: fiber or resin projection necessitation gloves for handling.

D. PHYSICAL REQUIREMENTS

1. **Load Rating**: The complete manholes shall have a minimum dynamic-load rating of 16,000 ft-lbs. when tested in accordance with this standard. In order to establish this rating, the complete manhole shall not leak, crack, or suffer other damage when load

tested to 40,000 ft-lbs. and shall not deflect vertically downward more than ¼ inch at the point of load application when loaded to 24,000 lbs.

2. **Stiffness**: The manhole cylinder shall have a minimum pipe stiffness value as shown below when tested in accordance with A.S.T.M. 3753 8.5 (note 1)

Depth Ft.	F/dy.psi
3 – 6.5	0.75
7 – 12.5	1.26
13 – 20.5	2.01
21 – 25.5	3.02
26 – 35	5.24

3. **Soundness:** In order to determine soundness, apply an air or water pressure test to the manhole test sample. Test pressure shall not be less than 3 psig or greater than 5 psig. While holding at the established pressure, inspect the entire manhole for leaks. Any leakage through the laminate is cause for failure of the test. Refer to A.S.T.M. 3753 8.6.

4. **Chemical Resistance**: The fiberglass manhole and all related components shall be fabricated from corrosion proof material suitable for atmospheres containing hydrogen sulfide and dilute sulfuric acid as well as other gases associated with the wastewater collection.

5. **Physical Properties**:

	Hoop Direction	Axial Direction
a. Tensile Strength (pi)	18,000	5,000
b. Tensile Modulus (pi)	0.6×10^6	0.7×10^6
c. Flexural Strength (psi)	26,000	4,500
d. Flexural Modulus (psi)	1.4×10^6	0.7×10^6
e. Compressive (psi)	18,000	10,000

6. **Minimum Wall Thickness**: Shall be 0.48” nominal at all depths of the manholes.

E. TEST METHODS: All tests shall be performed as specified in A.S.T.M 3753 latest edition, section 8. Test method D-790 (see note 5) and test method D-695.

F. QUALITY CONTROL: Each completed manhole shall be examined for dimensional requirements, hardness, and workmanship. All required A.S.T.M 3753 testing shall be completed and records of all testing shall be kept and copies of test records shall be presented to customer upon formal written request within a reasonable time period.

G. CERTIFICATIONS: As a basis of acceptance the manufacturer shall provide a independent certification which consist of a copy of the manufacturer’s test report and accompanied by a copy of the test results that the manhole has been sampled, tested,

and inspected in accordance with the provisions of this specification and meets all requirements.

H. SHIPPING AND HANDLING: Do not drop or impact the fiberglass manhole. Fiberglass manhole may be lifted by inserting a 4" x 4" x 30" timber into the top of manhole with cable attached or by a sling or "choker" connection around center of manhole, lift as required. Use of chains or cables in contact with the manhole surface is prohibited.

I. CONCRETE:

1. **Fiberglass Bottom**: Manholes may have fiberglass bottoms that are a minimum of 6" below the OD of the pipe invert when concrete is used to form the invert. Manufactured fiberglass inverts and bench areas are allowed, or concrete may be used to form bench area and invert. Concrete is to be used on top of anti-flotation ring and around the reducer section as required for buoyancy.

2. **Concrete Bottom**: Lower manhole into wet concrete until it rests at the proper elevation, with a minimum of 4 inches of fiberglass manhole inserted into the wet concrete below flow line, then move manhole to plumb. The concrete shall extend a minimum of one foot from the outside wall of the manhole and a minimum of 6 inches above incoming lines. On the inside concrete shall form the bench and invert area and rise a minimum of 4 inches above incoming lines. If required by Engineer concrete may be used around reducer section for buoyancy control.

BACKFILL:

1. **Backfill Material**: Unless shown otherwise on drawings and approved by the Engineer, sand, crushed stone, or crushed gravel shall be used for backfill around the manhole for a minimum distance of one foot from the outside surface and extending from the bottom of the excavation to the top of the reducer section. Suitable material chosen from the excavation may be used for the remainder of the backfill. The material chosen shall be free of large lumps or clods, which will not readily break down under compaction. This material will be subject to approval by Engineer.

2. **Backfill Procedure**: Backfill shall be placed in layers of not more than 12 loose measure inches and mechanically tamped to 95% Modified Proctor Density, unless otherwise approved by Engineer. Backfill shall be placed in such a manner as to prevent any wedging action against the fiberglass manhole structure.

K. MARKING and IDENTIFICATION: Each manhole shall be marked on the inside and outside with the following information:

Manufacturer's name or trademark
Manufacturer's factory location
Manufacturer's serial number
Total length

4. MANHOLE RINGS AND COVERS

A. Manhole rings and covers furnished for this project shall be pattern No. 300-24 as produced by Western Iron Works, Inc., 21 E. 6th St., San Angelo, Texas 76903-5493 or Bass and Hays Foundry, Inc., 238 South Bagdad Rd., Grand Prairie, Texas 75050, or approved equal.

B. WATER TIGHT MANHOLE COVERS

(1) Water tight manhole rings and covers furnished for this project shall be number R-1755-C as manufactured by Neenah Foundry Company, P.O. Box 729, Neenah, Wisconsin 54957, or approved equal.

(2) When watertight replacement sanitary sewer manhole rings and covers are called for on the plans and in the bid proposal they shall be Neenah Foundry Co. No. R-1755-C or approved equal.

No separate payment will be made for adjusting to grade of the replacement watertight manhole rings and covers. The contractor shall schedule this work to coincide with other manhole and water valve adjustments and any costs that might be involved shall be included in the price bid for replacement water tight manhole rings and covers.

(3) Manhole vents shall be used in conjunction with watertight rings and covers spaced every third manhole or as indicated on the plans. Vents shall be constructed as indicated on City design and construction standards.

C. Pressure type manhole rings and covers may be required for certain storm sewer applications. When pressure type manhole rings and covers are called for on the plans and/or bid schedule they shall be Western Iron Works Pattern #380-24P or approved equal. The manhole cover shall be sealed with an “O” ring gasket in a ring groove and shall be secured to the ring by six (6) five-eighths inch (5/8”) stainless steel bolts. The ring shall have six (6) one and one quarter inch (1-1/4”) bolt holes in the flanges for securing the ring to the concrete slab top on the manhole.

D. All manhole covers except grate type shall have two blind pick holes or pick bar cast into them. The blind pick holes or pick bars shall be placed on opposite sides of the cover.

E. All manhole covers except grate type shall have cast into their tops in letters 2 inches high minimum one of the following:

CITY OF MIDLAND
SANITARY SEWER
OR
CITY OF MIDLAND
STORM DRAIN

which ever is applicable.

2.08 GRANULAR MATERIALS

A. GRANULAR MATERIAL GRADATION CLASSIFICATIONS:

Granular materials furnished for foundation, bedding, encasement, backfill, or other purposes as may be specified, shall consist of any natural or synthetic mineral aggregate such as sharp grained sand, crushed gravel, crushed rock, crushed stone, or slag, and shall conform to the following specifications and/or gradation.

Note all materials used for these purposes shall be crushed and shall have at least two broken faces. Pea gravel will NOT be allowed.

	Foundation	Bedding	Encasement	Backfill
ASTM C33 Grade #57	x			
ASTM C33 Grade #67	x			
ASTM C33 Grade #8		x	x	
THD 1982 Item 302 Type D Grade 4		x	x	
THD 1982 Item 302 Type D Grade 5			x	
Crusher fines**			*x	x

*100 percent of crusher fines that are to be used within 12 inches of the top of pipe must pass the ¾" sieve.

** Approximate Gradation for Crusher Fines.

Sieve Size	% Passing
2 inch	100
# 4	35 - 100
# 10	20 - 100
# 40	5 - 35
#200	4 - 10

Crushed stone material proposed as an alternate for use on this project and not meeting the above specifications must be approved in writing at least 48 hours prior to the time scheduled for opening bids.

B. GRANULAR MATERIAL USE DESIGNATIONS:

Granular materials provided for Foundation, Bedding, Encasement, or Backfill use as required by the contract, either as part of the pipe item work unit or as a separate contract item, shall be classified as to use in accordance with the following:

MATERIAL USE DESIGNATION	ZONE DESIGNATION
Granular Foundation	Placed below the bottom of pipe grade as replacement for unsuitable or unstable soils, to achieve better foundation support.
Granular Bedding	Placed below the midpoint of the pipe prior to pipe installation, to facilitate proper shaping and achieve uniform pipe support. Also for Class B bedding where specified.
Granular Encasement	Placed below an elevation one half foot (6") above the top of pipe, after pipe installation, for protection of the pipe and to assure proper filling of voids and thorough consolidation of backfill.

In each case above, unless otherwise indicated, the lower limits of any particular zone shall be the top surface of the next lower course as constructed. The upper limits of each zone are established to define variable needs for material gradation and compaction or void content, taking into consideration the sequence of construction and other conditions. The material use and zone designations described above shall only serve to fulfill the objectives and shall not be construed to restrict the use of any particular material in other zones where the gradation requirements are met.

PART 3 – EXECUTION

3.01 LOCATION OF WORK

A. The work will be located as shown on the plans.

B. It may be necessary for the Engineer to shift lines as reasonable amount to avoid an obstruction to the construction or to reduce right of way difficulties. The Contractor will not be allowed any additional compensation due to shift of lines. Additional compensation will be allowed only for lengthening of lines.

3.02 PROTECTION OF SURFACE STRUCTURES

A. All surface structures and features located outside the permissible excavation limits for underground installations, together with those within the construction areas which are indicated in the Plans as being saved, shall be properly protected against damage and shall not be disturbed or removed without approval by the Engineer.

B. Obstructions such as street signs, guard posts, mail boxes and other items of prefabricated construction may be temporarily removed during construction provided that essential service is maintained in a relocated setting as

approved by the Engineer and that non-essential items are properly stored for the duration of construction. Upon completion of the underground work, all such items shall be replaced in their proper setting. This removal, relocation and replacement shall be at the sole expense of the Contractor.

In the event of damage to any surface structures or improvements, either privately or publicly owned, in the absence of construction necessity, the Contractor will be required to replace or repair the damaged property to the satisfaction of the Engineer and without cost to the Owner.

3.03 INTERFERENCE OF UNDERGROUND STRUCTURES

A. When any underground structure interferes with the planned placement of the pipeline or appurtenances to such an extent that alterations in the work are necessary to eliminate the conflict or avoid endangering effects on either the existing or proposed facilities, the Contractor shall immediately notify the Engineer and the Owner of the affected structure. When any existing facilities are endangered by the Contractor's operations, he shall cease his operations at the site and take such precautions as may be necessary to protect the in place structures until a decision is made as to how the conflict will be resolved.

B. Without specific authorization from the Engineer, no essential utility service shall be disrupted, nor shall any change be made in either the existing structures or the planned installations to overcome the interference. Alterations in existing facilities will be allowed only to the extent that service will not be curtailed unavoidably and then only when the encroachment or relocation will satisfy all applicable regulations and conditions.

C. Wherever alterations are required as a result of unforeseen underground interference not due to any fault or negligence of the Contractor, the Engineer will issue a written order covering any additional or extra work involved and specifying the revised basis of payment, if any. Any alterations made strictly for the convenience of the Contractor shall be subject to prior approval and shall be at the Contractor's expense.

D. No extra compensation will be allowed for delays caused by the interference of underground structures.

3.04 SEPARATION BETWEEN SANITARY SEWERS AND WATER MAINS

A. Sanitary sewers and service lines shall be installed so that the separation between the sewer and water mains is not less than 9 feet in all directions. The 9 feet shall be measured between the nearest outside edges of the pipe.

B. When the required 9 foot minimum separation cannot be maintained and a sanitary sewer must be constructed parallel to a water main, the sanitary sewer shall be constructed of ductile iron or PVC pipe meeting AWWA specification or having NSF approval for potable water pipe, with a pressure rating of 100 psi for both the pipe and the joint. The sanitary sewer line shall

be installed in a separate trench and may be placed no closer than 2 feet vertically and 4 feet horizontally from the water main, with the separation being measured from the nearest outside walls of the pipes. The sanitary sewer shall be constructed lower than the water main.

C. When a sanitary sewer must cross a water main and the 9 feet required separation cannot be maintained, the sanitary sewer may be constructed with a minimum clear separation between the outside diameters of the two pipes of 6 inches if that part of the sanitary sewer within 9 feet of the water main is constructed of ductile iron pipe or PVC pipe meeting AWWA specifications, having a 150 psi pressure rating and equipped with pressure type joints. One length of the sewer pipe must be centered on the water main and where possible, the sanitary sewer should pass under the water line.

D. When the 9 foot required separation cannot be maintained and a sanitary sewer force main must be constructed parallel to a water main, the sanitary sewer force main shall be constructed of ductile iron or PVC pipe meeting AWWA specifications and having a pressure rating of 150 psi and equipped with pressure type joints. The force main must be constructed with a minimum vertical separation of 2 feet and a minimum horizontal separation of 4 feet measured between the outside diameters of the pipes. The force main must be constructed lower than water main.

Table I showing separation of water and sewer lines and construction materials allowed:

TABLE 1
SEPARATION OF WATER AND SEWER LINES

Condition	Location	Material		Separation (Min.)		Comments
		Water	Sewer	Vert.	Horiz.	
NEW WATER AND NEW SEWER SYSTEM						
New Water & New Sewer Gravity Sanitary Sewer Parallel to Water Main	Water above Sewer	Std.	CI DI PVC 150 PSI	2’	4’	Separate Trenches
Gravity Sanitary Sewer Crossing Water Main	Water above Sewer or Sewer above Water	Std	CI DI PVC. 150 PSI	6”	NA	Center one joint of sewer pipe on water main
Gravity Sewer Crossing Water Main	Water above Sewer	Std	ABS, Clay Conc. composite	2’	NA	Cement stabilize sand initial backfill zone each side of crossing. Center of sewer for 9 ft one joint of sewer pipe on water Main
NEW WATER AND EXISTING SANITARY SEWER						
New Water Parallel Existing Sewer	Water above Sewer	Std.	Clay, Conc. ABS CI DI PVC	2’	4’	If sewer shows no sign of leakage, then leave sewer alone. If Sewer shows signs of leakage, then repair or replace.
New Water Crossing Existing Sewer	Water above Sewer	Std	Clay, ABS Conc. composite	2”	NA	If sewer shows no sign of leakage, then leave sewer alone if sewer shows signs of leakage then repair or replace.
New Water Crossing Existing Sewer	Sewer above Water	Std	Clay, ABS Conc. composite	2’	NA	Replace existing sewer with one joint CI,DI,PVC-150 Centering over waterline
New Water Parallel to Existing Sewer	Sewer above Water	Std	Clay, ABS Conc. composite	2’	4’	Replace existing sewer with CI, DI, PVC – 150 PSI or Cement Stabilized sand back- fill initial Backfill none of sewer where parallel closer than 9 ft., or Encase the water in 150 PSI Pipe two nominal sizes larger.

EXISTING WATER AND NEW SANITARY SEWER						
New Sewer parallel Existing Water	Water above Sewer Or Sewer above Water	Std	CI DI PVC 150 PSI	2'	4'	Separate trenches
New Sewer crossing Existing Water	Water above Sewer or Sewer above water	Std	CI DI PVC 150 PSI	6"	NA	Center one joint of sewer pipe on water main.
New Sewer crossing Existing Water	Water Above Sewer	Std	Clay, ABS Conc. composite	2'	NA	Cement Stabilize sand initial backfill zone of sewer for 9 ft each side of crossing. Center one joint of sewer pipe on water main.

3.05 EXCAVATION

A. Excavation of every description and of whatever materials encountered shall be made to the alignment and depth shown on the plans or as directed by the Engineer. Excavation shall be made by open cut. Sides of trenches shall be kept as nearly vertical as possible and the trench shall be so braced, sheeted and drained that workmen may work safely and efficiently therein. The trenches shall be sufficiently straight between designated angle points to permit the pipe to be laid true to line in the approximate center of the trench.

B. The trench width may vary with and depend upon the depth of trench, the diameter of pipe to be laid and the nature of the material to be excavated; but in any case shall be of ample width to permit the pipe to be laid and jointed properly and the backfill to be placed and compacted properly. The minimum width of unsheeted trench shall be 18 inches. The maximum clear width of trench at the top of the pipe shall be not more than two (2) feet greater than the outside diameter of the pipe for pipes up to 33" diameter except by consent of the Engineer. Whenever, for any reason, the maximum trench width is exceeded, the Contractor shall provide, at his own expense, pipe of higher class and/or bedding adequate to sustain the increased soil load as calculated by the Engineer.

C. Trenches shall be undercut to provide for the class bedding specified and/or shown on the plans. Bell holes shall be excavated to insure the pipe resting for its entire length upon the bedding material. Where trenches are under-cut beyond the depth required for bedding the trench shall be brought to grade by using crushed aggregate as specified for foundation herein. The use of loose native soil will NOT be permitted for this purpose.

D. No pipe shall be laid in water. Where the ground water table is at or above trench bottom, the Contractor shall de-water the trench to permit the pipe to be laid on a solid foundation.

   Costs for de-watering by whatever method selected shall be considered incidental to the price bid per foot of pipe.

   The Contractor shall discharge pumps to the natural drainage channels, or if permitted, to other sewer or drains.

Where sewer pipelines are located in or across streambeds or drainage ditches, the Contractor shall divert the stream flow and de-water each section as the work progresses.

E. Temporary support, adequate protection and maintenance of all underground and surface utility structures, drains, sewers, and other obstructions encountered in the progress of the work shall be furnished by the Contractor at his own expense under the direction of the Engineer.

F. Whenever wet, soft or unstable soil, incapable of properly supporting the pipe, manholes or other structure is encountered in the trench, a further depth and/or width shall be excavated and refilled to trench bottom grade with gravel or other approved suitable material thoroughly compacted to assure a firm foundation for the pipe.

G. Rock, boulders and large stones shall be removed to provide a clearance of at least six (6) inches below the outside barrel of the pipes, valves, or fittings and to a clear width of six (6) inches on each side of all pipe and appurtenances for pipe 15 inches in diameter or less, and a clear width of nine (9) inches on each side of all pipe and appurtenances for pipe larger than 15 inches in diameter. Adequate clearance for properly joining pipe laid in rock trenches shall be provided at bell holes. The space between the rock at the bottom of the trench and the bottom of the pipe barrel shall be filled with compacted bedding material.

H. The Engineer shall be notified of any need for blasting to remove materials which cannot be broken up mechanically, and there shall be no blasting operations conducted until the Engineer's approval has been secured. Blasting operations will be allowed only when proper precautions are taken to protect life and property, and then shall be restricted as the Engineer directs. The Contractor shall assume full responsibility for any damage caused by blasting, regardless of the requirements for notification and approval. The Contractor shall secure any required permits for blasting and shall conduct blasting operations in conformance with all applicable State and local laws, regulations and ordinances.

I. In the event the Contractor desires to employ tunneling in locations other than as shown on the Plans in order to avoid replacement of sidewalks, etc., he shall do so only upon receipt of specific permission from the Engineer. Tunneling of this nature shall be considered incidental.

J. Excavated materials will be classified for reuse as being either suitable or unsuitable for backfill or other specified use.

3.06 SPECIAL SAFETY PROVISIONS

1. TRENCH SAFETY SYSTEMS

A. DESCRIPTION

This item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project and including all additional excavation and backfill necessitated by the safety system. A trench shall be defined as a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet. The depth is five feet or more. Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, de-watering or diversion of water to provide adequate drainage.

B. CONSTRUCTION METHODS

Trench safety systems shall be accomplished in accordance with the detailed specifications set out in the provisions of Excavation, Trench, and Shoring, Federal Occupational Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, Subpart P, as amended, including Proposed Rules published in the Federal Register (Vol. 52, No. 72) on Tuesday, October 31, 1989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652. Legislation that has been enacted by the Texas Legislature, being Tex. Rev. Civ. Stat. Ann. Arts. 1015q, 2368a.6 (Vernon Supp. 1988) with regard to Trench Safety Systems, is hereby incorporated, by reference into these specifications.

A reproduction of the OSHA Publication 2226 is attached for the convenience of the Contractor. The City assumes no responsibility for the accuracy of the reproduction or that it reflects current law. The Contractor is responsible for obtaining a copy of this section of the Federal Register for his use.

If the contractor elects to use a trench protective system that, in the Proposed Rules, requires “Design by a qualified person or a qualified engineer,” [For example see 1926.652 (b) (3) and 1926.652 (c) (4)], a “qualified person or qualified engineer” shall be a Professional Engineer registered in the State of Texas. The Contractor is responsible for obtaining boring and soil analysis as required for the planned design. The trench excavation is to be designed in conformance with OSHA standards and regulations.

C. TRENCH SAFETY PROGRAM

The Contractor shall submit a safety program specifically for the construction of trench excavation. The trench safety program shall be in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

D. INSPECTION

The Contractor shall make daily inspections of the Trench Safety Systems to ensure that the systems meet OSHA requirements. Daily inspection is to be made by a "competent person" provided by the Contractor. If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench. It is the sole duty, responsibility and prerogative of the Contractor, not the owner or the Engineer, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The Contractor shall maintain a permanent record of daily inspections.

2. SAFETY RESTRICTIONS - work near high voltage lines

The following procedures will be followed regarding the subject item on this contract:

A. Warning signs painted yellow with black letters that are legible at twelve feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

"WARNING - UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES."

B. All equipment except back hoes or dippers that may be operated within ten feet of high voltage lines shall have an insulating cage-type of guard about the boom or arm and insulator links on the lift hook connections.

C. When necessary to work within six feet of high voltage electric lines, notification shall be given the power company who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. The notifying department shall maintain an accurate log of all such calls to the Power Company, and shall record action taken in each case.

D. The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense.

3.07 PIPE LAYING

A. All gravity pipe shall be laid using approved grade boards, furnished and set by the Contractor at no additional cost to the Owner, according to the grade stakes established by the Engineer. The maximum spacing of grade boards shall be fifty (50) feet. No sewer shall be laid unless there is a minimum of three grade boards set to check the proper grade and alignment ahead. The Contractor shall provide and use a suitable grade rod to insure the proper grade of the pipe.

B. The Contractor may use the laser beam method of setting a line and grade for the sewer by using the laser beam coaxially through the center of the sewer being laid. The laser beam projector is to be rigidly mounted to its support platforms, with a two-point suspension, or equivalent, assuring that all ground and equipment vibrations are kept to an absolute minimum. The Contractor shall furnish all equipment including equipment necessary to control atmospheric conditions in the pipe to keep line and grade to acceptable standards of accuracy. Competent experienced people who have been properly trained to operate the equipment used must operate the laser beam system.

C. The Contractor shall stake check pegs at all manholes throughout the job. Check pegs midway between manholes and any other checkpoints deemed necessary to assure accuracy of the equipment shall be provided by the contractor.

D. Each piece of pipe and special fitting shall be carefully inspected before it is placed and no defective pipe shall be laid in the trench. Pipe laying shall proceed upgrade, starting at the lower end of the grade and with the bells uphill. No pipe shall be laid except in the presence of an inspector representing the Engineer. Any pipe laid except in the presence of an inspector representing the Engineer shall be subject, at the contractor's expense, to a television camera inspection and survey by the city. Trench bottoms found to be unsuitable for foundations after pipe laying operations have started shall be corrected and brought to exact line and grade with approved compacted granular material as specified for foundation in Item 2.07 A. of these specifications.

E. Pipe laying shall proceed up-grade with spigot or tongue ends pointing in the direction of flow. The spigot shall be centered in the bell, and pipe shoved into position, and brought into true alignment. It shall be secured there with bedding material carefully tamped under and on each side of it, excepting at bell holes. Care shall be taken to prevent dirt from entering the joint space.

F. Any defective or damaged pipe discovered after the line is laid or any gravity pipe, which has had its grade or joint, disturbed after laying shall be removed and replaced or relayed. The section of line in which such damaged or displaced section is discovered shall be retested after corrections are made.

G. Where excavation for buildings or other portions of the work have been carried below the line and grades of the pipe, thorough tamping of approved crushed stone backfill and the use of adequate bracing and blocking under the pipe will be required to insure against settling and shearing of the pipe. In areas where noted on plans, Portland cement stabilized material or concrete shall be used for backfill to provide adequate bracing for pipe and protection of structures.

H. All manhole connections for PVC or other Polymer based pipe shall be made using "A Lok Gaskets" or "Kor-N-Seal" boots or other approved water stop devices. Only Portland cement grout that expands upon curing or approved non-shrink grout will be incorporated into any manhole connection.

I. Connections to manholes for other types of pipe shall be in accord with the pipe manufacturers specifications and other applicable requirements of these specifications. The resulting joint shall meet the leakage test requirements of these specifications.

J. The exposed end of all pipes shall be fully protected with a stopper or bulkhead at the end of each day's work to prevent earth, debris, small animals, or other substances from entering the pipe. The interior of the sewer shall be carefully freed from all dirt, jointing compound, or superfluous material of every description as the work progresses.

3.08 CONNECTION AND ASSEMBLY OF JOINTS

1. JOINING PVC OR OTHER POLYMER BASED PIPE

A. The type of joint and the material to be used shall be as shown on the plans or specified herein. Factory cast compression joints shall be free of dirt and lubricated before inserting the barrel into the bell. After the spigot is centered in the bell, the pipe shall be shoved home solidly by using a wood block and bar. The Contractor shall keep the ends of the pipe closed to prevent dirt and other material from entering the pipe during placement. All joints must be water tight, and any leaks or defects discovered must be repaired immediately. Any pipe, which has been disturbed after being laid, must be taken up, the joint cleaned and properly relayed as directed by the Engineer.

Lubricant used shall be as recommended by the pipe manufacturer.

B. Field-cut pipe must be beveled for insertion into the gasketed bell or coupling. Bevels can be made with a hand or power tool. Bevels shall be made to pipe manufacturer's specifications. If pipe manufacturers specifications are not available the bevel may be made at 15 degrees to the longitudinal axis of the pipe through one half (l/2) the wall thickness.

C. After pipe has been cut and beveled, a new full insertion mark located as recommended by the pipe manufacture shall be made using a felt tip pen. The contractor may determine the location of the insertion mark by measuring the mark location on a factory marked joint of pipe if manufacturer's specifications are not available.

2. JOINTING CORRUGATED STEEL PIPE

A. Gaskets for corrugated steel pipe shall be "O" Ring or sleeve types. Sleeve gasket shall be carefully placed on one joint of pipe. When the pipe is aligned and brought end to end the gasket shall be carefully centered over the joint between the ends of the pipe. "O" ring gasket shall be installed in accordance with the manufacturer's recommendation.

B. When "O" ring gaskets are furnished a flat gasket shall be furnished and placed between the overlapping portions of the band. The gasket shall extend the full width of the band and shall be of sufficient depth to assure a watertight joint.

C. The coupling band shall be carefully centered over the joints and tightened to the pipe manufacturer specifications. Care shall be taken during the tightening process to assure a snug uniform fit for the entire circumference of the pipe.

3. PROTECTING AND COVERING JOINTS

A. The contractor shall keep the ends of the pipe closed during the time of construction to prevent the entry of dirt, debris, small animals and other foreign objects.

B. Joints shall not be covered until approved by Engineer or his representative. Connections, which are for future use, shall be properly capped.

3.09 CONNECTIONS TO EXISTING STRUCTURES

A. Where shown on the plans, the contractor shall connect the new sewer to existing manholes. If no stub out is present in the existing manhole for such connection, the contractor shall construct such connection by making a hole in the side of the existing manhole using a coring machine or other approved method and installing a “KOR N Seal” boot as manufactured by N.P.C. Systems, Inc. or other approved water tight manhole connector.

The contractor shall use caution in constructing the connection to the existing manhole. Damage to the manhole that, in the opinion of the Engineer, would impair the use and/or function of the manhole shall be just cause to require the contractor to reconstruct the manhole at contractor’s expense. Such damage shall include but not be limited to cracking of the manhole riser section, spalling around the connection significantly reducing manhole wall thickness or excessive oversize in the opening for the new connection requiring any filler other than the manhole connector and/or non-shrink grout specified.

The contractor shall make such changes in the invert of the manhole as may be necessary to provide a smooth flow of the water through the manhole. Any connection to existing structures required in the Plans shall be accomplished by the Contractor and shall be incidental item with no direct compensation being made unless listed as a pay item in the bid proposal.

B. If the work consists of the construction of a sewer that is to replace an existing sewer, all of the existing service lines shall be kept in operation and connected to the new line.

C. Connections shall be made to all existing sewer lines in the vicinity of the work by removing a section of the sewer for the existing line and inserting in the space a tee branch of proper size, or by the construction of a manhole, regulator chamber of other structure as shown on the Drawings.

D. Connections to building services shall be made in a neat and workman like manner. Clean out plugs shall be installed wherever feasible, by making the connections with a standard wye or tee-wye. When clean out plugs are installed they should be located as near the right of way line as practical.

3.10 BACKFILL OPERATIONS

1. GENERAL

A. All pipeline excavations shall be backfilled in a manner that will restore pre-existing conditions as the minimum requirement and fulfill all supplementary requirements indicated in the Plans and Specifications. The backfilling operations shall be started as soon as conditions will permit on each section of pipeline, so as to provide continuity in subsequent operations and restore normal public service as soon as practicable on a section-by-section basis. All operations shall be pursued diligently, with proper and adequate equipment, to assure acceptable results.

B. For this specification backfill is defined as any material placed in the trench above the bedding zone other than the pipe or conduit and appurtenance.

For flexible pipe the backfill between the bedding material and the crown of the pipe shall be crushed stone suitable for encasement as specified in article 2.07 of the specifications. When Portland cement stabilized backfill is used above the pipe zone; the crushed stone encasement shall extend to 1' above the crown of the pipe.

C. Depositing of the backfill shall be done so the shock of falling material will not injure the structure. Grading over and around all parts of the work shall be done as directed by the Engineer.

D. Whenever soil types which are determined by the Inspector to be undesirable for backfill are excavated from the trench, such material shall be hauled away and deposited at locations shown on the plans or as directed by the Engineer at no additional compensation.

E. Backfill materials placed in the pipe zone shall be carefully placed in relatively uniform depth layers spread over the full width and length of the trench section in a manner and/or sequence that will provide simultaneous support on both sides of the pipeline. Each layer shall be compacted effectively, by approved mechanical of hand methods, until there is no further visual evidence of increased consolidation. Above the pipe zone the backfill material shall be placed uniformly across and along the trench in depth suitable for the compaction method used and compacted to a minimum of the density specified for the material used and the trench location. Compaction of the in place layer shall be completed acceptably before placing material for a succeeding layer thereon.

The manner of placement, layer thickness, compaction equipment, and procedure effectiveness shall be subject to approval of the Engineer. Water jetting or flooding shall NOT be used to compact trench backfill.

F. Compaction of materials placed within the pipe bedding and encasement zones shall be accomplished with portable or hand equipment methods, so as to achieve thorough consolidation under and around the pipe and avoid damage to the pipe. Above the pipe zone, the use of heavy roller type compaction equipment shall be limited to safe pipe loading.

G. The maximum loose thickness of each backfill layer placed above the pipe zone shall be 12 inches, except that 16 inches will be permitted for Granular Materials placed above an elevation one foot above the top of pipe, and with the provision that, by authority of the Engineer and in consideration of the demonstrated capability of special type vibratory compactors, these maximums may be increased at his discretion. “Hydro tamps”, “vibra tamps” or other heavy compacting equipment shall not be used until the backfill has reached a depth of four (4) feet above the top of the pipe.

H. All surplus or waste materials remaining after completion of the backfilling operations shall be disposed of in an acceptable manner within 24 hours after completing the backfill work on each particular pipeline section. Disposal at any location within the project limits shall be as specified, or as approved by the Engineer; otherwise, disposal shall be accomplished outside the project limits at the Contractor’s discretion. The backfilling and surplus or waste disposal operations shall be a part of the work required under the pipeline installation items, not as work that may be delayed until final cleanup.

I. For the duration of the warranty period of the project, the Contractor shall assume full responsibility and expense for all backfill settlement and shall refill and restore the work as directed to maintain an acceptable surface condition. All additional materials required shall be furnished without additional cost to the Owner.

2. BACKFILL IN PUBLIC RIGHTS-OF-WAY AND OTHER AREAS WHERE SETTLEMENT IS CRITICAL

A. GENERAL REQUIREMENTS

(1). Backfill above the pipe zone in public rights-of-way and under paved parking lots, near structures or other utilities where settlement can cause damage shall be made using Portland cement stabilized backfill or crushed stone screenings (crusher fines).

The pipe zone is defined as that portion of the trench extending from the bottom of the trench to 12” above the crown of the pipe or conduit.

(2) Backfill around structures such as manholes, junction boxes, transformer boxes and valve boxes shall be made using Portland cement stabilized backfill material or crushed stone screening (crusher fines).

(3) The minimum depth of stabilized backfill or crusher fines shall be twelve (12”) inches.

When utilities are being constructed under existing paving, the stabilized backfill or crusher fines shall extend from top of the pipe zone to the top of the base course.
When utilities are being constructed under existing unpaved streets that are not scheduled for immediate pavement construction, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the existing roadway surface.

When utilities are being constructed in streets that are scheduled for immediate paving, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the bottom edge of the eight (8”) inches of subgrade, or, if the paving contractor has constructed a portion of the roadway prior to the construction of the utilities the backfill shall extend to the top of the course the contractor has finished, or the top of the base course, which ever is lower.

If the final course of asphaltic concrete has been placed, the street or alley surface shall not be cut for utility installation.

In streets where stabilized backfill is required only to the bottom of the subgrade course, the minimum depth of stabilized backfill may be reduced to six (6”) inches in which case the maximum depth of the “pipe zone” shall be limited to six (6”) inches above the top of the utility line or conduit.

B. BACKFILL MATERIALS

(1) Portland cement stabilized backfill shall consist of caliche base material, blow sand or native soil stabilized by the addition of Portland cement. Crushed stone or concrete aggregate shall NOT be used.

When Portland cement stabilized backfill is to be used, the contractor shall submit a mix design prepared by an approved commercial laboratory for approval before the trenching operation is begun. When native soil is to be used samples may be taken along the proposed route by boring or other approved means. Samples must be representative of the full trench depth.

The mix design shall be such that the minimum 7-day compressive strength is 150 psi when tested according to test method Tex 418-A.

The minimum cement content for Portland cement stabilized backfill shall be 1 sack per cubic yard.

Cement used in Portland cement stabilized backfill shall be Type I or Type II conforming to the requirements of ASTM Designation C150.

Caliche used for Portland cement stabilized backfill shall be crushed material conforming to Texas State Department of Highways and Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges Item 248 Type F, Grade 2.

Blow sand used for Portland cement stabilized backfill shall be clean, free from organic matter, clay lumps, rock and other deleterious matter.

Native soil used for Portland cement stabilized backfill shall be clean, free of clods and organic matter, and free of rock in excess of 2”.

(2) Crushed stone screening (crusher fines) used for back fill shall be sharp grained particles of crushed stone conforming to the requirements of Article 2.07 of these specifications.

(3) Trencher excavated rock material shall be screened so that the largest diameter material is less than 2". The screened rock material used for backfill shall have sufficient moisture added so that the backfill will bind with the fines. The rock material backfill shall be tamped or compacted in two (2) foot lifts. A sheeps foot roller shall not be used unless there is two (2) feet or more compacted backfill above the pipe bedding.

C. BACKFILL CONSTRUCTION

(1) Portland cement stabilized caliche backfill or Portland cement stabilized native soil backfill may be constructed using either the "dry" method or the "wet" method.

(a) The dry method of stabilized backfill construction consists of dry mixing of the cement and caliche or soil to produce a homogenous mixture then adding and mixing sufficient water for proper compaction and hydration of the cement. The water content of the mixture will be approximately one to two percent above the optimum moisture for soil compaction. The mixing may be accomplished by using batch mixers or on the job site by "blade mixing" or other suitable method to produce the desired backfill material. The mixed material shall be placed in lifts of up to a maximum of 12 inches and compacted to ninety-five (95%) modified proctor densities by use of suitable compacting equipment.

(b) In the "wet" method of cement stabilized backfill construction, the materials shall be mixed in an approved concrete batching plant or mixer to the consistency of concrete and placed as concrete would be placed. The slump of the backfill material shall be such that all voids will be filled, approximately four (4") to six (6") inches. The backfill shall be consolidated by rodding or by the use of mechanical vibrators.

Portland cement stabilized blow sand backfill shall be mixed and placed by the "wet" method as described above.

Crushed stone screening (crusher fines) shall be wetted uniformly throughout with sufficient moisture to assure proper compaction before being placed in the trench. The moistened crushed stone screening (crusher fines) shall be placed in maximum lifts of twelve inches and consolidated using vibratory type compaction equipment except when it has been demonstrated that the compaction equipment employed will adequately compact deeper lifts in which case the maximum depth of a lift shall be limited by the capabilities of the equipment used.

Tests to determine the compacted density of the backfill shall be ordered by the Engineer if in his opinion the compaction is not adequate. Test showing a minimum compacted density of 90%-modified proctor will be deemed adequate.

3. BACKFILL OUTSIDE OF PUBLIC RIGHTS-OF-WAY WHERE SETTLEMENT IS NOT CRITICAL

A. In areas outside of public rights-of-way and in the absence of special work item requirements the backfilling shall be accomplished with the use of suitable materials selected from the excavated materials to the extent available and practical. Should the materials available from the trench section be unsuitable or insufficient, the required additional materials shall be furnished from outside sources at the Owners expense.

B. Suitable material shall be defined as a mineral soil reasonably free of foreign materials (rubbish, debris, etc.) frozen clumps, oversize stone, rock, concrete or bituminous chunks and other unsuitable materials, that may damage the pipe installation, prevent thorough compaction, or increase the risks of after settlement unnecessarily. Material selection shall be such as to make the best and fullest utilization of what is available, taking into consideration particular needs of different backfill zones. Material containing stone, rock, or chunks of any sort shall only be utilized where and to the extent there will be no detrimental effects.

C. The backfill material placed in this area shall be compacted by suitable means to a minimum density equal to the density of the undisturbed surrounding soil. City Engineer MUST approve water flooding as a means of compaction.

4. TRENCH BACKFILL BEHIND CURB AND GUTTER

A. When utilities are placed behind the curb in paved streets and other landscaped areas the backfill shall be the same as elsewhere in the right-of-way or other applicable location except that in grassed areas and in flower beds the top six (6") inches of backfill shall be good quality top soil. When utilities are placed behind the curb in grassed or landscaped areas where no sidewalk is to be constructed and the edge of the trench is a minimum of 2 feet from the back of curb or where sidewalk is to be constructed and the minimum distance from both the back of curb and the edge of the sidewalk to the edge of the trench is 2 feet the contractor may elect to use suitable native soil for backfill. The native soil backfill shall be compacted to 95% modified proctor density to within 6" of the top of curb height. The top 6" of backfill shall be good topsoil and shall be compacted to the density of the adjacent soil.

B. Sidewalks shall be repaired by removing and replacing the complete section or sections that have been damaged. Strip patching through sidewalks will not be permitted.

The replacement sidewalk shall be of the same design and section as the walk removed and shall be of equal or better workmanship.

C. When utilities are placed in paved areas behind curbs the pavement shall be repaired as specified for street pavement.

D. Grassed areas and flowerbeds shall be restored as nearly as possible to the original condition. Care shall be taken to avoid damage to sprinkler systems.

Mail boxes and other appurtenance in the construction area. Any damage to said items shall be repaired immediately.

E. All repairs made behind the curb shall be to the satisfaction of the property owner responsible for their maintenance and/or to the satisfaction to the City Engineer.

3.11 INLET STRUCTURES AND LEADS AND CLEANOUTS FOR STORM SEWERS

A. Corrugated Galvanized Steel Slotted Drains for Nuisance water inlets only.

(1) Slotted drains shall be the sizes and lengths as shown on the plans and constructed at the locations as shown on the plans or at locations to be established on the job site.

(2) Slotted drains shall not be installed under asphalt pavement but shall have a section of concrete gutter constructed around it as shown on the detail drawings.

Slotted drains shall be protected from the entrance of debris, concrete or HMAC by closing the slot with one or two layers of heavy duct tape or similar material. In addition, the slot for slotted drain shall have a 2-½ inch or ¾ inch board attached to use as a guide for placing and edging the concrete.

Unless otherwise approved or directed by the Engineer the removal of tape and planking from the slotted drain should be accomplished as part of the final clean up.

B. Curb inlets, grate inlets and combination inlets

(1) General

Curb inlets, grate inlets and combination inlets may be pre-cast or cast-in-place at the contractor's option unless specifically shown otherwise on the plans and bid proposal.

(2) Pre-cast inlet boxes

(a) Construction and finish for pre-cast inlet boxes shall conform to details shown on the plans and all applicable requirements for pre-cast manholes.

(b) Tops for curb inlets and combination inlets may be cast in place or pre-cast. Extra care will be required in setting pre-cast tops to assure curb and gutter match.

(c) Pipe connections, bedding, setting and backfill for pre-cast inlets shall be in accord with the applicable requirements for pre-cast manholes article 3.12 of these specifications.

(3) Cast in place inlets

(a) Cast in place inlets shall be constructed of class "C" reinforced concrete as specified in item 1-B "Concrete for Structure" in these specifications.

(b) Forms for cast in place inlets shall be straight, clean and in good condition. Forms shall be properly cleaned and oiled before concrete is placed.

(c) Construction joints may be placed in cast in place inlets at locations shown on the plans. When construction joints are used, extra care will be required to assure that the joints are watertight.

(d) Cast in place inlets may be cast without outside forms if the soil conditions are such that true vertical walls can be cut and will stand during construction without sloughing or otherwise incorporation foreign materials into the concrete.

(e) When inlets are cast without outside forms, a plastic sheet lining may be required to prevent excessive loss of moisture from the concrete and/or to prevent incorporation of foreign material into the concrete.

A. Inlet Leads

(1) Inlet leads shall be constructed of corrugated steel pipe, PVC pipe or other material as called for on the plans and in the bid proposal.

(2) Construction of inlet leads shall be in accord with the applicable requirements for the type of pipe used.

(3) Junctions where two or more inlet leads are joined shall be made at clean outs or manholes.

B. Cleanouts

(1) Clean outs shall be constructed in accord with the plans and detail drawings.

(2) Construction and connections shall be in accord with the applicable specifications for construction of corrugated steel pipe manholes.

3.12 SANITARY SEWER SERVICES AND PLUGGED STUBS

A. Sanitary Sewer Services:

(1) On new sewer main construction all sewer laterals shall be constructed as part of the initial installation. Sewer wye fittings for sewer laterals in new construction shall be molded or fabricated with all gasketed connections. Four (4”) inch laterals shall be installed at all single-family residences and duplex. Laterals installed for apartment complexes, commercial and industrial areas shall be a minimum of six (6”) inches. Depth of laterals will be determined by depth of sewer main and applicable building codes. Laterals shall be installed using tee wyes or wyes and bends so that they will be at 90 degrees to the sewer main. Laterals shall extend to 3’ minimum beyond the property line of the served lot or tract. The contractor shall install sewer laterals according to the typical sewer lateral detail and the most current revisions of the Plumbing Code.

(2) Taps into existing lines shall use a gasketed fitting in conjunction with a full circle repair sleeve coupling, except that taps into existing ductile iron sewer may be made using the Genco Model DF sewer pipe saddle (The General Engineering Co., Frederic, MD Drawing No. R-3220-D dated 12/29/82) or approved equal.

(3) Cemented mitered connections without socket reinforcement shall not be permitted. The contractor will be permitted to use fittings, which are prefabricated, using pipe sections, molded saddles and PVC solvent cement, provided the solvent cement used in fabrication has cured for at least 24 hours prior to the installation. All solvent cement fittings shall e manufactured in the shop under controlled conditions.

(4) All caps and plugs shall be braced, staked, anchored, wired on or otherwise secured to the pipe to prevent leakage under maximum anticipated thrust from internal abnormal operating conditions or test pressures from water or air.

(5) It shall be the duty of the Contractor to keep a record of sewer service wye locations with respect to the nearest downstream manhole, but the Engineer will record ties on the end of all sewer services at the property line. When installing sewer services the Contractor shall, before backfilling, contact the Engineer or his representatives, and assist him in making ties to the end of the service in the open trench. At least two ties shall be made for each service, and if backfilling proceeds before such ties are made, the Contractor shall dig up the end of all such services, with no additional compensation, for the purpose of making ties. During backfilling the Contractor shall furnish and place a vertical steel post or 2 inch by 2 inch wooden stake set flush with finished ground surface, and extending down to the end of the sewer service, a nail shall be placed in the top of the stake to allow location of the service by metal finder.

(6) The main sewer service connection shall consist of installing an in-line wye section in the main sewer line at designated locations. Saddle wye installations will be permitted only when specifically called for. Orientation of service connection fittings shall be as shown in the standard drawings unless otherwise directed by the Engineer.

(7) Where the depth of cover over the main sewer invert is greater than 8 feet (or such other maximum as may be indicated), the service connection shall be extended outward then upward by use of bends to prevent excess loading on the sewer main in accordance with the details shown in the drawings.

(8) The Contractor shall provide the necessary wyes, tees and bends to bring the service to the proper place at the property line.

(9) Wherever service line connections to the main sewer are permitted or required to be made by the open cutout method in the absence of a built-in tee or wye fitting, the connection shall be made by using an approved type coring machine or by other approved methods producing a uniform, smooth circular cut-out as required for proper fit. The cutout discs shall be retrieved and shall not be allowed to remain within the main sewer pipe. The saddle tee shall be securely fastened to the main sewer pipe by means of epoxy resin or other approved adhesive. The entire connection fitting shall be encased in concrete to a minimum thickness of six inches and as may be shown in the standard drawings.

(10)Wherever service line connections to the main sewer are required to be made by means of built-in branch tee or wye fittings, the Contractor shall, in the absence of such fitting, remove a section of the main sewer pipe and replace it with the required branch tee wye or wye section connected by means of an approved sleeve coupling.

(11)Connections of service lines to the main sewer are required to be made by means of built-in branch tee or wye fittings, the Contractor shall, in the absence of such fitting, remove a section of the main sewer pipe and replace it with the required branch tee wye or wye section connected by means of an approved sleeve coupling.

(12)The end of all service connections shall be plugged with PVC plug and sealed with plastic joint material.

(13)Crushed stone bedding and backfill material, concrete encasement and protection, etc., for service line installation shall be the same as for the sewer lines.

(14)No service connections or laterals shall be covered until they have been inspected and located by the Engineer.

B. INSTALLATION OF PLUGGED STUBS ON SANITARY SEWERS

Plugged pipe stubs for future connections to manholes and sewerage structures shall be installed where shown on the Drawings or directed by the Engineer. The pipe stubs shall be installed in accordance with the specifications and details shown on the Drawings for connecting the type of pipe used to manholes.

3.13 MANHOLES

1. General

The manholes shall be constructed at the locations shown on the plans or as directed by the Engineer and in accordance with the details shown on the plans and as specified herein. After the excavation has been completed, the subgrade for the manhole base shall be graded and leveled. A crushed stone foundation having a minimum thickness of 6 inches shall then be placed on the subgrade. The crushed stone foundation shall be leveled and consolidated before the section of the manhole is placed. Pre-cast base sections shall sit in place level and plumb and to the lines and grade as shown on the plans. Cast in place bases shall be placed around the existing sewer line in accord with the plans and detail sheet. When pre-cast manhole bases are used, riser construction may proceed when the base is set on line and grade. When cast in place manhole bases are used, riser construction may proceed when the base has set sufficiently to support the weight of the riser.

Manholes shall be of the type and material shown on the plans and called for in the bid proposal and shall conform to these specifications.

All lift holes shall be filled with approved non shrink grout and bituminous material before final acceptance. Use of bituminous material or other flowable material alone to plug lift holes will not be permitted. Voids in the invert around the sewer pipe on the

inside wall of the manhole shall be grouted with cement rich grout, to conform to the rest of the wash, in accordance with the standard manhole details.

The backfill around the manhole shall be done in accordance with the details shown on the plans and trench backfill specifications.

The Contractor shall take whatever precautions necessary to protect the manholes that are under construction. At the end of the day or at such time as the Contractor deems necessary, all manholes not completed shall be covered, sealed, plugged, etc. to prevent the inflow of storm water or other objectionable material, and to prevent animals and humans from getting into the manhole.

2. PRE-CAST CONCRETE

A. Pre-cast tub bottom sections of manholes shall be set on a crushed stone foundation or bedding according to the details shown on the plans. Care shall be exercised to assure true alignment and grade for the pipe openings.

The invert of the manhole shall be constructed of cement rich grout and shall be formed to true lines; grades and curvature to assure smooth flow through the manhole. The invert shall have a steel trowel finish.

Joints for pre-cast concrete manhole riser sections shall be made Watertight by use of bitumastic or rubber sealers or “O” ring gaskets. Both sides of the tongue and groove joint shall be painted with a bitumastic primer before assembly.

The bitumastic or rubber sealer shall be clean and pliable and shall deform under the pressure of joint closure to assure a complete water tight seal. Care shall be exercised to assure proper alignment of the joint. The walls of the completed manhole shall be straight and vertical.

B. Pre-cast eccentric cone sections and precast slab manhole tops with eccentrically located manway shall be set with the manway adjacent to the up stream side of the manhole. The joints between the cone or slab top and the manhole riser shall be sealed in the same manner as the joints between the riser section. Care shall be taken in placing the cone and or slab tops to assure the manhole ring and cover can be set to match the finished paving.

C. Pre-cast grade rings will be used, when required, to bring the manhole ring and cover up to the finished grade. Grade rings may be set using cement rich grout or bitumastic seal and such as Ram-Nek or approved equal. When cement rich grout is used, care shall be taken that the space between the cone or slab top and the first grade ring and between the grade rings are completely filled without voids.

When bitumastic sealer is used the joints shall be constructed in the same manner as the joints between the riser sections.

When pre-cast manholes with PVC or other approved polymer lining are called for on the plans and bid proposal and are furnished under this contract they shall be constructed as other pre-cast concrete manholes.

In addition the joints in the lining shall be sealed by hot air welding, use of epoxy coating, or other approved means.

3. CAST IN PLACE MANHOLE BASES

A. Cast in place manhole bases shall be used only where shown on the plans or as directed by the Engineer and shall be constructed in accord with the details shown on the plans.

B. Special care shall be taken in casting the surfaces that will mate with the first risersection to assure a smooth even fit and a watertight joint.

C. The first riser section to be used with cast in place manhole bases shall be castwithout tongue or groove. The joint between the riser section and the cast in place base shall be sealed with a bitumastic or rubber sealant in the same manner as the joints in the pre-cast riser sections.

D. Care shall be taken in forming the invert of the manhole around existing sewers to assure adequate opening for the insertion of a “go – no go” mandrel or other testing equipment and cleaning tools.

4. MANHOLE RING AND COVER

A. The tops of the manhole frame and cover (ring) shall be built to the grade shown on the plans. The cast iron frame shall be firmly embedded in mortar.

B. When pressure type manhole rings and cover are specified on storm sewer manholes they shall be bolted to the concrete slab top using the “L” bolts cast into the slab for this purpose. The joint between the ring and the concrete slab top shall be made watertight using a bitumastic or rubber seal and conforming to the requirements of these specifications.

5. CORRUGATED STEEL MANHOLES

A. Corrugated steel manholes shall be constructed in accord with the details shown on the plans and in accord with the applicable requirements for the construction of corrugated steel pipe sewers.

B. Care shall be taken during the placing of backfill around corrugated steel pipe manholes to maintain the horizontal and vertical alignment of the manhole.

C. Since full contact of the flat top slab with the cement stabilized backfill is critical the backfill shall be finished smooth and to the proper grade. A thin layer of cement rich grout shall be placed on the cement stabilized backfill immediately prior to placing the concrete slab top. The grout shall be sufficient t fill all voids between the backfill and the slab and of a consistency to be forced into the voids under the weight of the slab.

3.14 TESTING GRAVITY SEWER MAINS AND MANHOLES

A. Upon completion of the sewer construction including all wyes and service laterals and before any house drains or services are connected, all sewers shall be cleaned and lamped. All runs of sewer between manholes shall be straight and true. Leakage tests shall be made to determine the amount of ground water infiltration into the sewers. Infiltration tests shall be made when groundwater level is 18 inches or more above the top of the outside of the pipe. Measurement will be taken by means of a weir placed in the lines. The maximum allowable rate of leakage shall be 25 gallons per inch diameter per mile of pipe per 24 hours, for any section of pipe with a maximum total leakage of 200 gallons per mile per 24 hours for sanitary sewers with the exception that the maximum leakage for storm drains shall be 200 gallons per inch of diameter per mile per 24 hours with a total maximum leakage of 6,000 gallons per mile per 24 hours.

When the groundwater is not at sufficient height for infiltration testing the Contractor shall use exfiltration to test the sewer lines.

B. In lieu of the infiltration or exfiltration tests the Contractor may perform air tests on the sewers.

C. If the infiltration, exfiltration, or air tests fail to meet requirements specified herein, the Engineer reserves the right to request television work to be done to locate leaks. The Contractor shall furnish all materials and equipment necessary to accomplish all infiltration, exfiltration, air or television testing.

The Contractor shall receive no additional compensation for this testing or inspection work or for repairs of corrective work required to be done to the sewers. The exfiltration tests shall be used in areas where no ground water is present.

D. Test Procedure Hydrostatic (Exfiltration)

(1) The test section shall be bulk headed and the pipe subject to a hydrostatic pressure produced by a head of water at a depth of three (3) feet above the invert of the sewer at the upper manhole under test. In areas where ground water exists, this head of water shall be three feet above the existing water table.

(2) This head of water shall be maintained for a period of one hour during which it is presumed that full absorption of the concrete manhole body has taken place and thereafter for a further period of one (1) hour for the actual test of leakage. Fiber glass manholes are exempt from the one hour absorption requirement. During this one (1) hour test period, the measured maximum allowable rate of exfiltration for any section of sewer shall be the same as allowed for the infiltration test.

E. TEST PROCEDURE AIR

(1) Where the Contractor elects to air test, he shall perform these tests with equipment similar to Air-Loc equipment manufactured by Cherne Industrial, Inc. Hopkins, Minnesota.

(2) The air test shall be made when the sewer is clean. The line shall be plugged at each manhole with pneumatic balls. Low pressure air shall be introduced into the plugged line until the internal air pressure reaches 4.0 psig greater than the average

back pressure of any ground water pressure that may submerge the pipe. At least two (2) minutes shall be allowed for the air temperature to stabilize before readings are taken and the timing started.

(3) When testing pipes 14 inches and less in diameter between consecutive manholes, the portion being tested shall pass if it does not lose air at a rate to cause the pressure to drop from 4.0 to 3.0 psig (greater than the average back pressure of any groundwater that may submerge the pipe) in less time than listed as calculated from Table 1.

When testing pipes greater than 15 inches in diameter between consecutive manholes the portion being tested shall pass if it does not lose air at a rate to cause the pressure to drop from 3.5 psig 3.0 psig (greater than the average back pressure of any groundwater that may submerge the pipe) in less time than that shown in or calculated from Table II.

TABLE I
Specification Time Required for a 1.0 PSIG Pressure Drop for Size and Length of Pipe indicated for Q = 0.0015

Specification Time for Length (L) Shown (min: sec)											
1	2	3	4 (xL)	100 ft.	150 ft.	200 ft.	250 ft.	300 ft.	350 ft.	400 ft.	450 ft.
4	3:46	597	.380	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46
6	5:40	398	.854	5:40	5:40	5:40	5:40	5:40	5:40	5:42	5:42
8	7:34	298	1.520	7:34	7:34	7:34	7:34:	7:36	8:52	10:08	11:24
10	9:26	239	2.374	9:26	9:26	9:26	9:53	11:52	13:51	15:49	17:48
12	11:20	199	3.418	11:20	11:20	11:24	14:15	17:05	19:56	22:47	25:38
15	14:10	159	5.342	14:10	14:10	17:48	22:15	26:42	31:09	35:36	40:04
18	17:00	133	7.692	17:00	19:13	25:38	32:03	38:27	44:52	51:16	57:41
21	19:50	114	10.470	19:50	26:10	34:54	43:37	52:21	61:00	69:48	78:31
24	22:40	99	13.674	22:47	34:11	45:34	56:58	68:22	79:46	91:10	102:33
27	25:30	88	17.306	28:51	43:16	57:41	72:07	86:32	100:57	115:22	129:48
30	28:20	80	21.366	35:37	53:25	71:13	89:02	106:50	124:38	142:26	160:15
33	31:10	72	25.852	43:05	64:38	86:10	107:43	129:16	150:43	172:21	193:53
36	34:00	66	30.768	51:17	75:55	102.34	128:12	153:50	179:29	205:07	230:46

1. Pipe Diameter (in.)
Minimum Time (min:sec)
Length for Minimum Time (ft.)
Time for Longer Length (sec)

NOTE: When using column 4 multiply the number in column 4 opposite the pipe diameter by the length of pipe of that diameter and sum the times for the various pipe size in the run being tested. Computations shall include lengths for service connection laterals.

Table II
Specification Time Required for 0.5 PSIG Pressure Drop for Size and Length of Pipe Indicated for Q + 0.0015

Specification Time for Length (L) Shown (min: sec)											
1	2	3	4 (xL)	100 ft.	150 ft.	200 ft.	250 ft.	300 ft.	350 ft.	400 ft.	450 ft.
4	1:53	597	.190	1:53	1:53	1:53	1:53	1:53	1:53	1:53	1:53
6	2:50	398	.427	2:50	2:50	2:50	2:50	2:50	2:50	2:51	3:12
8	3:47	298	.760	3:47	3:47	3:47	3:47	3:48	4:26	5:04	5:42
10	4:43	239	1.187	4:43	4:43	4:43	4:57	5:56	6:55	7;54	8:54
12	5:40	199	1.709	5:40	5:40	5:40	7:08	8:33	9:58	11:24	12:50
15	7:05	159	2.671	7:05	7:05	8:54	11:08	13:21	15:35	17:48	20:02
18	8:30	133	3.846	8:30	9:37	12:49	16:01	19:14	22:26	25:38	28:51
21	9:55	114	5.235	9:55	13:05	17:27	21:49	26:11	30:32	34:54	39:16
24	11:20	99	6.837	11:24	17:57	22:48	28:30	34:11	39:53	45:35	51:17
27	12:45	88	8.653	14:25	21:38	28:51	36:04	43:16	50:30	57:42	46:54

30 33 36	14:10 15:35 17:00	80 72 66	10.683 12.926 15:384	17:48 21:33 25:39	26:43 32:19 38:28	35:37 43:56 51:17	44:31 53:52 64:06	53:25 64:38 75:55	62:19 75:24 89:44	71:13 86:10 102:34	80:07 96:57 115:23

1 Pipe Diameter (in.)
2 Minimum Time (min:sec)
3 Length for Minimum Time (ft.)
4 Time for Longer Length (sec)

NOTE: When using column 4 multiply the number in column 4 opposite the pipe diameter by the length of pipe of that diameter and sum the times for the various pipe size in the run being tested. Computations shall include lengths for service connection laterals. All service plugs shall be secured in place to prevent displacement during testing operation.

F: DEFLECTION TEST

Deflection tests shall be performed on all flexible pipe, the tests shall be conducted after the backfill has been in place at least 30 days. No pipe shall exceed a deflection of 5 percent. The deflection tests shall be run using a Go-No-Go mandrel having a diameter equal to 95 percent of the inside diameter of the pipe. The tests shall be performed without mechanical pulling device, any pipe not meeting the deflection test shall be excavated and re-bedded at no cost to the owner.

The Contractor at no additional cost to the owner shall furnish the Go-No-GO Mandrel.

Upon completion of all tests, the Contractor shall provide personnel to remove each manhole cover in the presence of the Engineer's representative for inspection and depth measurement.

G. TESTING SANITARY SEWER MANHOLES

All sanitary sewer manholes shall be tested for water tightness by one of the following methods.

Manholes, except those in streets scheduled for immediate paving, shall be complete, having all adjusting rings and cover rings in place and shall be backfilled prior to testing.

Manholes in streets scheduled for immediate paving shall be complete as described above except those acceptance tests shall be made at the top of the cone section.

(1.) Vacuum Test

a. General

This item will govern the testing of all sanitary sewer manholes. All connections to manholes including drop connections shall be in place before testing.

b. Equipment

Equipment for vacuum testing manholes shall be:
MANHOLE VACUUM TESTER as manufactured by:

P.A. Glazier, Inc.
P.O. Box 1002
Worcester, MA. 01613

Or

THE CHERNE AIR-LOC MANHOLE TESTER as manufactured by:

Cherne Industries, Inc.
5700 Lincoln Dr.
Minneapolis, MN 55436-1695

Or approved equal.

c. Preparation for Testing

All connections to the manhole; except plugged stubs for future line extensions, shall be plugged using suitable pneumatic plugs. Line plugs shall be placed at a point outside of the manhole wall (approximately 8" to 10" into the sewer pipe). Drop connections shall be plugged at a point up stream from the drop.
All plugs, pipe connections and plugged stub outs shall be adequately braced to prevent them being drawn into the manhole when vacuum is applied.

d. Testing

The contractor shall set the test equipment in place and operate it in accord with the manufacturer instructions. A copy of these instructions shall be kept on the job site and shall be available to the inspector when tests are performed. When equipment is properly set up a vacuum of 10" of mercury (Hg) shall be drawn and the vacuum line valve closed. After the vacuum pump is shut off the hose shall be disconnected before the test is started.

Note: Vacuum must be at 10" Hg when test is started. The contractor may wish to draw up to 10.5" Hg vacuum and then bleed back to 10" Hg before starting the test. The test shall pass when the minimum time for the vacuum to drop from 10" Hg to 9" Hg is greater than the time shown in the following table:

TABLE 1: Minimum test times for various manhole diameters.

	DIAMETER		
Depth Feet	48"	60"	72"
8'	0:20	0:26	0:33
10'	0:25	0:33	0:41
12'	0:30	0:39	0:49
14'	0:35	0:46	0:57
16'	0:40	0:52	1:05
18'	0:45	0:59	1:13
20'	0:50	1:05	1:21
* ADD	0:05	0:06.5	0:08

Any manhole that fails the test shall be repaired and retested until it passes the test.

e. Contractors Optional Test

The contractor, at his option may wish to test manholes before they are backfilled to assure himself that the manhole is sound.
Manholes that fail the test prior to being backfilled may be repaired under vacuum by coating the area of the leak with a liquid quick setting grout allowing the grout to be drawn into the opening until the leak is stopped.

Manholes will not be accepted on the bases of this test.

f. Fiberglass Manholes

Fiberglass manholes may be tested in the same manner as concrete manholes except that all repairs to the fiberglass body of the manhole shall be made using materials furnished by the manufacturer. Repairs shall be made in accord with the manufacturer instructions.

g. No separate payment will be made for vacuum testing of manholes, but the cost shall be considered incidental to furnishing and construction of manholes as bid in the bid proposal.

2. HYDROSTATIC TESTING

a. General

This item shall govern the hydrostatic testing of manholes and may be used as an alternative to vacuum testing by the contractor.

All connections to manholes including drop connections shall be in place prior to testing manholes.

b. Testing

All connections to the manhole, except plugged stubs installed for future line extensions, shall be plugged upstream from the drop.

Plugs in pipe connections must be placed outside the manhole wall (approximately 8” to 10” into the pipe).

The manhole shall then be filled to the top of the cast iron ring (or top of the cone section for manholes in streets scheduled for immediate paving) and allowed to stand for a minimum of one hour to allow for absorption by the components of the manhole. The inspector may extend the absorption period if it appears that the manhole has not reached a stable state.

The manhole shall then be refilled to the top of the ring (or cone) and allowed to stand for up to 24 hours.

The manhole shall be checked at the end of 4 hours and will be deemed to have passed if no perceptible loss has occurred – if loss has occurred the manhole will be checked after the 24 hour period and will be considered to have passed if loss does not exceed the following schedule

Depth Ft.	Loss Inches
0 - 10’	.2
10 – 20’	.4
20 - 30’	.6

c. No separate payment will be made for Hydrostatic Testing of manholes but the cost shall be considered as incidental to furnishing and constructing manholes as bid in the bid proposal.

H. TELEVISING NEW SEWER LINES

It is the city’s intention to televise all new sanitary sewer lines for record purposes.

Immediately after the contractor completes all testing of sanitary sewer lines and manholes he shall leave all manholes accessible for televising and make allowances for the city’s camera crews working on the project site.

The contractor at his own expense before final acceptance must correct any defects discovered during the televising of sanitary sewers.

3.15 RESTORATION

A. Whenever any surface improvements such as pavement, curbing, pedestrian walks, fencing, or turf have been removed, damaged or otherwise disturbed by the Contractor’s operations, they shall be repaired or replaced to the Engineers satisfaction, to restore the improvement in kind and structure to the pre-existing condition. Each item of restoration work shall be done as soon as practicable after completion of installation and backfilling operations on each section of pipeline.

B. In absence of specific payment provisions, as separate Contract Items, the restoration work shall be compensated for as part of the work required under those Contract Items, which necessitated the destruction and replacement or repair, and there will be no separate payment therefor. If separate pay items are provided for restoration work, only that portion of the repair or reconstruction, which was necessitated by the contract, will be measured for payment. Any improvements removed or damaged unnecessarily shall be replaced or repaired at the Contractor’s expense.

C. Turf restoration shall be accomplished by sod replacement except where seeding is specifically allowed or required.

Caliche or gravel surfaced streets and driveway shall be restored to their original condition by salvaging and replacing the pre-existing caliche or gravel. If the Contractor does not salvage sufficient material during excavation operation, he will be required to furnish material to restore the surface to the depth of the original section. This caliche or gravel restoration shall be considered a part of excavation and backfill and no extra compensation will be made.

E. Bituminous and concrete surfaced streets and driveways will be restored to equal or better condition than existed prior to sewer construction. Measurement will be made of the actual quantities required to be replaced by the sewer construction and paid for at the price bid in the appropriate bid items in the proposal.

No measurement or payment will be made for work done outside the lines considered necessary for sewer construction. The Contractor will be required to replace damage outside these lines at his own expense.

F. Reconstruction of caliche base courses and concrete or bituminous surface courses shall be in substantial compliance with all applicable City of Midland Specifications pertaining to the item being restored.

3.16 CLEANUP

After completing each section of the sewer line, the Contractor shall remove all debris, construction materials, and equipment from the site of the work, grade and smooth over the surface on both sides of the line and leave the entire right-of-way in a clean, neat, and serviceable condition. No separate compensation shall be made for clean up.

3.17 PAYMENT

A. General

Payment in accordance with the following items, at the unit price bid for the work, shall constitute full and complete payment for the entire project including all incidental terms necessary for the complete and successful prosecution of the work in accordance with the intent of the plans and specifications.

Materials and work required to complete the project for which there is no bid item in the bid proposal shall be considered as incidental and the cost shall be included in the prices bid for the various items in the bid proposal.

Where payment is to be made on a unit price basis, it shall be made on the actual measured quantities as constructed in the work.

B. Sewer Pipe in Place

Unit prices bid shall cover furnishing and installation of pipe and jointing materials, including tests and all other necessary work and material to install the pipe complete in place at the depth specified. The unit of work shall be the lineal foot of the various types and sizes as shown in the proposal form. The pipe installation shall be measured

along the centerline of the sewer from center to center of manholes with no deduction in footage for manholes, wye branches, riser bases or other structure.

C. Foundation Corrections Materials

Payment for foundation correction materials shall be made at the unit price bid per cubic yard for material furnished and placed to pro vide adequate pipe base in unstable soil. The unit price shall include extra excavation below pipe grade, the material, placing and tamping.

Additional material required to backfill excess depth of excavation caused by neglect or error on the part of the Contractor or wet conditions, shall be furnished and placed at his own expense.

Removal of Street Surfacing

The Contractor shall receive no extra compensation for the removal of street surfacing including cutting of a straight edge.

E. Trench Safety Systems, Sheeting and Shoring

Measurement: Trench Safety Systems shall be measured by the linear foot of "Trench Safety Systems": Payment for work prescribed under this item shall be full compensation for the Trench Safety Systems including any Engineering and/or consulting fees and any additional excavation and backfill required, for furnishing, placing, maintaining and removing all shoring, sheeting, or bracing; for de-watering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

F. Manholes

Payment will be made for the various types of manholes at the unit prices bid for the various types of manholes 0 to 6' deep which price shall include excavation, furnishing and installing all materials pumping where necessary, and backfilling and all incidentals for the complete manhole in place. Measurement for manholes over 6 feet in depth shall be made of the depth of manhole in excess of six (6) feet. Manholes will be measured from the invert to the top of the casting as set.

Payment will be made for the manhole depth in excess of 6 feet at the vertical foot price bid in the bid proposal for extra depth of manhole over 6 feet for each type of manhole furnished.

G. Drop Connections to Manholes

Payment shall be made for drop connections to manhole for each drop connection made as counted in the field at the price bid in the proposal.

Said payment shall be complete compensation for furnishing all materials and fittings and making all connections to the manhole including 2' of vertical depth as measured from the invert of the incoming line to the invert of the manhole.

H. Drop Section for Manholes

Drop sections shall be paid for on a vertical footage basis as measured from the invert of the incoming line to the invert of the manhole less 2 feet and shall be paid for at the price bid per vertical foot for the various size drop connections in the bid proposal.

The price bid per vertical foot includes all fittings, granular material, if used and concrete and shall be full compensation for the complete in service drop connection.

I. Service Lines

Service lines will be measured from centerline of the sewer main to the plug end and paid for at the unit price bid per linear foot of each type of pipe as specified and as shown on the typical details.

J. Barricading and Traffic Control

The lump sum price bid in the bid proposal shall be full compensation for furnishing flag persons when required and all barricades, signs and other barricading and traffic control devices and for furnishing barricading plans and erecting and maintaining all such devices and signs as required for the duration of the period.

Updated
08/07

ADDENDUM #01

Project Number PU19-02

TO ALL BIDDERS ON THE SUBJECT BID: Florida Ave. & Cotton Flat Rd. Water Main Improvements

ADDENDUM #01

DATE: August 13, 2021

1. Q/A and Clarification
2. Revised Special Provisions
3. Revised Proposal
4. Revised Pay Notes
5. Revised Project Specific Valve Detector Wire End Detail 320
6. Pre-Bid Meeting Attendance

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

_____
Company Name

_____ _____
Bidder Authorized Signature Date

_____ _____
Please Print Above Name Phone

Florida Ave. & Cotton Flat Rd. Water Main Improvements
Project Number PU19-02

Q/A and Clarification

During the Pre-Bid Meeting, the following questions were raised by one or more bidders. Below is a list of the questions along with the answers and clarifications.

Clarification: All addendum acknowledgement forms must be included with the bid for the bid to be considered complete. Bidders have sole responsibility for making sure they have and acknowledge all addendums provided for this project bid.

Clarification: A revised, project specific version of the Valve Detector Wire End Detail 320 is attached to this Addendum 01, and is to be used in place of the detail with the same name and number on Sheet C-602 of the construction drawing plan set. The revision made is that the detector wire installed for water mains is to be located inside the valve box rather than attached to an external copper detector head.

Clarification: The Special Provisions section of the Bid Packet has been revised to add language to the part titled 7. Traffic Control. Remove the original Special Provisions section in its entirety and replace it with the revised Special Provisions attached to this Addendum 01. The revision made assigns responsibility for the traffic control on this project to the City of Midland per the paragraph added to the very beginning of 7. Traffic Control.

Clarification: The Proposal section of the Bid Packet has been revised to remove the Traffic Control Miscellaneous Bid Item. Remove the original Proposal section in its entirety and replace it with the revised Proposal attached to this Addendum 01.

Clarification: The Pay Notes section of the Bid Packet has been revised to remove the Traffic Control Miscellaneous Bid Item and its accompanying Pay Note. Remove the original Pay Notes section in its entirety and replace it with the revised Pay Notes attached to this Addendum 01.

Clarification: Contractor must be willing to sign contract as is.

Clarification: Check that all insurance forms are in order when submitting bids.

Clarification: Check that all conflict of interest forms are completed if applicable.

Clarification: Contractor must fill out all bid items in the Proposal for the bid to be considered complete.

Clarification: Contractor must include documentation with the bid submittal proving that they possess an active license equivalent to or a higher class than a Water Operator D license and also an active license equivalent to or a higher class than either a Wastewater D license or a Class 1 Collections license.

Clarification: Contractor is responsible for all construction staking.

Clarification: Traffic control for this project will be the City of Midland's responsibility and not the Contractor's. The Contractor is required to comply with the City's traffic control plan and to coordinate with the City's barricade company as per the revised Bid Packet's Special Provisions, 7. Traffic Control language. Per the City's contract with its barricade company, the barricade company is to be given three (3) days notice prior to setting, changing, or removing barricades. The City is not normally held to this, however the Contractor is advised to give the barricade company as much advanced notice as possible when coordinating with them on traffic control.

Clarification: One (1) lane of travel in each direction must be maintained on Garfield Street and on Florida Avenue east of the Garfield Street intersection. West of the Garfield Street intersection on Florida Avenue and Cotton Flat Road the contractor must maintain access for the adjacent property owners, but does not have to allow through traffic for public access.

Clarification: Contractor is responsible for notifying all adjacent properties of any planned service interruptions no less than two (2) business days in advance of any such interruptions. Service interruptions are to be kept as short as is reasonably possible. This requirement does not apply in emergency situations.

Clarification: Contractor is responsible for maintaining access to all adjacent properties at all times, barring those times when actual construction activity necessary to complete the work is taking place in front of driveway approaches or similar points of access. When such work is not occurring then access must be restored by means of traffic rated steel plates or other equivalent means until such time as the work is completed.

Clarification: Utility covers matching City Details are now available. All utility covers and cover patterns are to match the City standard details.

Clarification: Contractor is to return all existing fire hydrants removed during this project to the City of Midland Utilities. Fire hydrant removal is considered subsidiary to the bid items listed in the Proposal.

Clarification: Contractor is to return all existing water meters removed during this project to the City of Midland Utilities. Water meter removal is considered subsidiary to the bid items listed in the Proposal.

Clarification: Saw-cutting is considered subsidiary to the bid items listed in the Proposal.

Clarification: All invoice submittals are to be itemized and are to match the Proposal item listed.

Clarification: There is a one (1) calendar year warranty period on this project.

Clarification: It is recommended that Bidders use the USPS mailing address rather than the physical City Hall address for bid submittals that are mailed in as the physical address has experienced issues on occasion in the past. The USPS mailing address is

unchanged from what is listed in the original bid packet and the pre-bid teleconference meeting agenda.

Clarification: The Non-Mandatory Pre-Bid Meeting Agenda information regarding other projects in the area of the Florida Ave. & Cotton Flat Rd. Water Main Improvements project is not entirely correct. Bidders are directed to utilize the information provided in this Addendum 01 in place of information regarding other projects provided in the pre-bid agenda.

There is a future water main replacement project planned by the City of Midland along Garfield Street that will extend from Florida Avenue to Carter Avenue. The Garfield Street water project will connect to this project on the south side of the Garfield Street and Florida Avenue intersection. The Garfield Street water project has not yet been advertised for bids, but may begin construction activity while this project is still in progress. Should that happen, the Florida Ave. & Cotton Flat Rd. Water Main Improvements project activity and contractor will have precedence on the project job site over the Garfield Street water project.

There is a future water main replacement project planned by the City of Midland along Florida Avenue east of Garfield Street, however this project will stop a considerable distance east of Garfield Street and will not impact this project.

There is a future TxDOT paving project planned along Garfield Street from roughly Florida Avenue south to I-20. The exact construction schedule for this project is not known, but it is expected to be let out by TxDOT in December of 2021.

There is a future TxDOT paving project planned along Garfield Street from the Garfield Street and Florida Avenue project north across the railroad crossing, however the most recent indication from TxDOT is that this project will not be let until 2023 at the earliest.

There is a future TxDOT paving project planned along Florida Avenue east of Garfield Street, however this project will stop a considerable distance east of Garfield Street and will not impact this project.

There is a future Midland County paving project planned along Industrial Avenue from the west end of Loop 250 to Garfield Street. It is believed that Midland County intends for this project to be built from west to east in phases, so the City of Midland does not anticipate that construction activity for the Midland County project will reach the Industrial Avenue and Cotton Flat Road intersection until after this project has been completed.

Clarification: Garfield Street's Right-of-Way is TxDOT Right-of-Way, and so no construction activity may commence in this Right-of-Way until an approved utility permit is obtained by the City of Midland from TxDOT for the construction activity.

Clarification: Contractor must begin construction of this project at Garfield Street and Florida Avenue and proceed east to west in order to complete the work within the TxDOT Right-of-Way at Garfield Street as soon as possible.

Question: Will full closures be allowed?
Answer: One (1) lane of travel in each direction must be maintained on Garfield Street and on Florida Avenue east of the Garfield Street intersection. West of the Garfield Street intersection on Florida Avenue and Cotton Flat Road the contractor must maintain access for the adjacent property owners, but does not have to allow through traffic for public access.

Traffic control for this project will be the City of Midland's responsibility and not the Contractor's. The Contractor is required to comply with the City's traffic control plan and to coordinate with the City's barricade company as per the revised Bid Packet's Special Provisions, 7. Traffic Control language. Per the City's contract with its barricade company, the barricade company is to be given three (3) days notice prior to setting, changing, or removing barricades. The City is not normally held to this, however the Contractor is advised to give the barricade company as much advanced notice as possible when coordinating with them on traffic control.

Question: Legend on Sheet C-102 doesn't have the symbol shown in the center of Sheet C-103. Is that a benchmark?
Answer: Yes.

Question: On valve detectors, do you want the copper head detectors or the detector wire in the valve box?
Answer: The detector wire will be located in the valve box rather than attached to an external copper head detector. A revised, project specific version of the Valve Detector Wire End detail has been attached to this Addendum 01 and is to be used in place of Detail 320 on Sheet C-602 of the construction drawing set.

Question: Is rebar required in the thrust blocking?
Answer: Yes, as indicated in the project details.

Question: Is there a fixed location for the concrete washout?
Answer: No. The concrete washout is shown on Sheet C-301 of the construction drawing set to illustrate that it is required, however it is assumed that the actual location of the concrete washout will change as the project progresses. Erosion control measures are generally shown where they are believed to be needed, however if the field conditions require alterations or additions to the erosion control plan then those changes should be made to address the actual field conditions as per Erosion Control Note O on Sheet C-301 of the construction drawing plan set.

Question: Are compaction tests required?
Answer: No. The City of Midland standards require flowable fill backfill for trenches under paved surfaces as per City Details 310(A) and 310(B) on Sheet C-601 of the construction drawing plan set, and in such cases compaction tests are not required.

SPECIAL PROVISIONS

ATTENTION: All Bidders are directed to pay special attention to the NOTICE TO BIDDERS section of the bid packet. The Coronavirus (COVID-19) pandemic has resulted in several changes to the City of Midland's normal bid process, and bidders have sole responsibility for complying with the current bid process requirements. Bidders also have sole responsibility for verifying that any bid submitted is completed correctly and includes all of the required documentation, including addendums.

1. SCOPE OF WORK:

Included in this Project will be the **Florida Ave. & Cotton Flat Rd. Water Main Improvements** project to be performed as outlined in the Plans and Specifications, which are necessary to satisfactorily complete the work.

The project will include the removal, relocation, and installation of existing and proposed water infrastructure and appurtenances including all necessary mobilization, saw-cutting, pavement removal, excavation, embedment, backfill, pavement repair, curb repair, sidewalk repair, concrete joint sealing, as well as erosion control, traffic control, stabilization, coordination with City of Midland staff and organizations such as TxDOT, OSHA, franchise utilities, etc. as needed, One Call (Texas 811) notifications for pending work, notifications to adjacent property owners as directed by City of Midland staff, and all other work to be performed as outlined in the Construction Drawings and Specifications, to satisfactorily complete the work.

The Owner reserves the right to abandon, without obligation to the Contractor, any part of the project, or the entire project, at any time before the Contractor begins any construction work authorized by the Owner.

Standard Specifications for Construction of the City of Midland will govern all construction, except as modified by these Special Provisions.

2. ORDER OF PRECEDENCE:

The Special Provisions take precedence over the General Conditions in this bid packet anywhere these two sections are not in agreement.

The Special Provisions take precedence over the City of Midland Specifications in this bid packet anywhere these two sections are not in agreement.

The Contractor is to bid the quantities in the Proposal section of the bid packet even if there is a discrepancy between the Proposal quantities and those noted or measured in the construction drawing set.

In the Proposal the long-hand dollar amount written in the Description column for each bid item will take precedence over the numerical dollar amount listed in the Unit Price column if there is a discrepancy between the two.

In the construction drawing set any written or noted dimension takes precedence over dimensions measured based on the drawing scale unless otherwise directed by the Engineer.

Any changes or revisions made as part of an Addendum for this project take precedence over the original bid packet and construction drawing set where the documents are in conflict.

3. EXAMINATION OF SITE:

Prospective bidders are to make a careful examination of the entire site of the project and are to make such explorations as may be necessary to determine the subsoil and/or water conditions to be encountered; improvements and obstructions which may be encountered; methods of providing ingress-egress to private as well as public property; methods of handling traffic during construction and maintenance of the entire project as well as any section thereof, protection of all existing structures both above and below ground; and how the plans fit the proposed project and especially if any discrepancies exist.

4. PAYMENT:

Payment and retainage (five percent, 5%) shall be per the General Conditions.

Payment will be made for material installed, not for material delivery, for all Proposal Bid Items except those specifically listed below, which will be the only Proposal Bid Items to be paid upon material delivery for this project:

Miscellaneous Bid Items: 2

Water Bid Items: 1 – 9, 11 – 13

Retainage will apply the same to all bid items and invoices regardless of whether an invoice is for bid items paid upon material delivery or not.

Any and all payments for bid items that are paid upon material delivery are paid with the expectation that the material will be installed per the construction drawings and specifications, and that the material delivered will be protected and kept in good condition until it is installed. Material that is not properly stored or protected and becomes weathered or damaged before installation must be replaced with new material meeting the standards and requirements of the construction drawings and specifications before it can be installed, and this will be done at no additional cost to the City of Midland.

5. SAFETY REQUIREMENTS:

It is the responsibility of the Contractor to follow and comply at all times with Occupational Safety and Health Administration (OSHA) and all other applicable safety regulations and requirements throughout the course of the project's work.

6. SAFETY RESTRICTIONS – WORK NEAR HIGH VOLTAGE LINES:

The following procedure will be followed regarding the subject item on this contract:

1) A warning sign painted yellow with black letters that are legible at twelve feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

   "**WARNING – UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES"**

2) Equipment that may be operated within ten feet of high voltage lines shall have an insulation cage-type of guard about the boom or arm, except back hoes or dippers, and insulator links on the lift hook connections.

3) When necessary to work within six feet of high voltage electric lines, notification shall be given to the power company of who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. The notifying department shall maintain an accurate log of all such calls to the Power Company, and shall record action taken in each case.

4) The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense.

5) No person shall work within six feet of a high voltage line without protection having been taken as outlined in Paragraph (3).

7. TRAFFIC CONTROL:

Traffic control for this project will be the City of Midland's responsibility. The Contractor is to coordinate construction activities with the Barricade Company operating at the City of Midland's direction for this project. If at any time or for any reason there should be traffic control handled by the Contractor rather than the City, then that traffic control is to adhere to the rest of the requirements outlined in 'Special Provisions, 7. Traffic Control' that follow after this paragraph.

All proposed traffic control shall be approved by the City where applicable. All traffic control plans must be submitted to and approved by the Traffic Operations Division no less than two (2) business days prior to starting the construction work. Traffic control for each phase of work must be approved prior to starting that work.

Generic traffic control plans or typical details may be submitted for shoulder work on any class of roadway, or for work on local or collector streets that does not require the closure of any travel lanes (i.e., all lanes are open to traffic on striped roadways, or adequate width remains available for two-way traffic on unstriped roadways). Once a generic traffic control plan or typical detail for a certain type of setup has been approved one time, the Contractor shall only be responsible for notifying the Traffic Operations Division of the location, type of setup, and dates on which they intend to utilize the pre-approved traffic control for the duration of the contract. No additional plan submittals will be required in these cases, except that the City reserves the right to suspend this exception at its discretion. For any work not fitting the above exception, or in the event that the exception is suspended by the City, a site-specific traffic control plan will be required for each work location and time period.

1. All temporary traffic control shall be in general conformance with the *Texas Manual on Uniform Traffic Control Devices* (TMUTCD) (latest edition as adopted by the Texas Department of Transportation), except as specifically directed by the City Engineer or City Traffic Engineer.
2. All temporary traffic control shall be designed, installed, and maintained by competent and qualified personnel with adequate experience in traffic control.
3. All temporary traffic control involving multiple lane closures or traffic shifts, full closures of collector or arterial streets, traffic control extending through a railroad crossing, or any setup reasonably determined by the City to be "complex", shall be implemented only by a contractor with specific experience and expertise in the field of traffic control (i.e., a qualified "barricade company").

4. A Traffic Control Plan (TCP) shall be submitted to the Engineering Services Department, Traffic Operations Division, in advance of any work in the right-of-way that impacts traffic. No work shall occur until an approved TCP has been returned to the Contractor.
5. A copy of the approved TCP shall be kept in the possession of the person responsible for supervising the traffic control at all times while working in the right-of-way. The approved TCP shall be presented to City staff or law enforcement upon demand at any time.
6. Depending on site conditions and the nature of the work, temporary traffic control may be approved by the City for either of the following:
    a. All Times – All traffic control, including closures, may remain in place 24 hours per day until expiration of the approved TCP.
    b. Off-Peak Only – Lane or road closures are NOT permitted from 6:00-9:00 AM and 4:00-7:00 PM on weekdays (Monday through Friday). Other traffic control not related to lane or road closures may remain in place 24 hours per day until expiration of the approved TCP.
7. The contractor setting the temporary traffic control shall be responsible for the maintenance and upkeep of all signs, barricades, and other devices, at all times.
    a. All temporary traffic control setups shall be maintained at least one time per day, including weekends and holidays.
    b. More frequent maintenance shall be performed as needed, with particular emphasis to following up after severe weather events or during times of high winds.
    c. Maintenance shall include:
        i. Verifying and correcting the location and orientation of all signs, barricades, and other devices;
        ii. Keeping signs and reflective areas of barricades and other devices clean and free of dirt buildup so as to maintain appropriate visibility and legibility; and
        iii. Ensuring the proper location, orientation, and operation of arrow boards or message boards, if present.
8. Arrow boards shall be required for lane closures under the following conditions:
    a. On roadways with a posted speed limit of 55 MPH or greater, for closures lasting more than one (1) hour;
    b. On roadways with a posted speed limit of 45 MPH or greater, for closures lasting more than four (4) hours;
    c. On any roadway if lanes will remain open to traffic travelling in the same direction on both sides of a closed lane during any overnight hours (from 7:00 PM to 6:00 AM); and

At other times as shown on the approved TCP, or as otherwise directed by the City.

8. DETOURS:

The Contractor is to prosecute his work in such a manner as to create a minimum of interruption to traffic and pedestrian facilities and to the flow of vehicular and pedestrian traffic within the project area.

9. PROPERTY AND RIGHT-OF-WAY ACCESS:

Access to adjacent property must be maintained at all times unless otherwise directed by the Engineer. If the contractor will not be working in an area for a period of one week or more, special care is to be taken to address any unsafe conditions such as excavated areas or obstructions outside the worked area that could be tripping hazards, etc.

10. CONSTRUCTION SCHEDULE:

It is the responsibility of the Contractor to furnish the Construction Engineer, prior to construction, with a schedule outlining the anticipated time each phase of construction will begin and be completed, including sufficient time being allowed for clean-up.

11. CONSTRUCTION STAKING:

It is the responsibility of the Contractor to provide the project construction staking at fifty foot (50') intervals along the entire length of the project as well as at such control points as the Contractor deems necessary for proper execution of the work. Construction staking is to include grading and cuts as well as horizontal alignments and construction control points. Cut sheets are to be provided to the Engineer by the Contractor for review and approval.

12. SURVEY:

The Contractor is to provide GPS survey shots for all meters replaced to the City of Midland with each completed work order submittal. Survey data is to be shot in Texas Central Zone with 1983 NAD at 1.0' accuracy or better. Survey data is to be provided in Excel csv. file format with all rounding functions turned off.

13. CONSTRUCTION MATERIALS:

The Contractor is to only provide new materials for permanent installation in any and all parts of this project, and all such materials must comply with the General Conditions, the Bid Packet Specifications, and all applicable City of Midland Standards and Specifications.

For this project, the Standard Specification is hereby amended to read:

> Qualifications of Material Sources – Contractor is only to use pavement mixtures that have a proven record of acceptance by the City of Midland, or another Texas municipality, or have a proven record of meeting similar standards for state highway projects.

Concrete is only to be placed when the ambient temperature is between 40 degrees and 95 degrees Fahrenheit and the ambient temperature in the shade is higher than 40 degrees Fahrenheit or is 40 degrees Fahrenheit and rising.

All concrete pavement joints are to be sealed with Texas Department of Transportation (TxDOT) DMS-6310 SL-2 sealant, an American Society for Testing and Materials (ASTM) D 1190 Hot-Applied Single Component Joint Sealant, or a City of Midland approved equal. This will not apply to curb or sidewalk joints.

No construction materials are to be placed or installed during rain events unless they are necessary to resolve an emergency situation or to facilitate the project site erosion control measures.

14. EROSION CONTROL:

Erosion control is the responsibility of the Contractor and erosion control measures are to be implemented so as to prevent sediment erosion from wind, rain, and other elements from the project site. Should the Owner feel that supplementary erosion control measures are required in addition to those implemented by the Contractor then the Contractor will include additional erosion control measures within reason to the Owner's satisfaction and/or TCEQ requirements.

Reasonable erosion control measures include but are not limited to: construction entrance(s), concrete washout(s), perimeter silt fence or fiber wattle, rock rip-rap dams for concentrated runoff control, gutter and inlet protection measures such as sand bags, and stabilization of the construction area surfaces when construction work is not actively occurring by means of vegetative cover or seeded erosion control blankets.

Supplemental erosion control measures are ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes.

Site cleanup work is to be done for this project as soon as possible as per the General Conditions and will be ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes. Site cleanup is to take place throughout the project's construction as needed to maintain a clean and professional looking work area. No more than three calendar days are to elapse after completion of construction before the final roadway and right-of-way cleanup has been completed to the satisfaction of the Engineer.

15. WASTE MATERIAL:

Excess material from excavation and other construction or demolition activity will become the property of the Contractor. Excess excavation will be disposed of at locations secured by the Contractor and if necessary, approved by the Engineer. No material is to be placed on private property or City property without the approval of the Engineer and the property owner. Removal of excess material, excavation, and waste material are ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes.

Excess concrete material must be washed out in a concrete washout within the project's job site area, or else any and all other concrete material washout must occur away from the job site area in the Contractor's or concrete Supplier's own operation yards or properties. Under no circumstances are concrete trucks allowed to washout in any job site excavations, channels, public right-of-way, or on private property.

Existing fire hydrants indicated for removal as part of the project are to be returned to the City of Midland by the Contractor and remain City property. This is ancillary to the project and will not be paid as a separate item.

16. TESTING:

It is the Contractor's responsibility to perform all required testing for any and all materials and workmanship performed or installed as part of the project's work. The cost of all such testing is to be borne solely by the Contractor unless required by the Engineer for work or materials that had previously been tested and approved and had not experienced any change in condition since that time as a result of the Contractor's work or actions; or unless additional testing outside of the project scope is performed at the request of the Engineer.

Required testing includes:

Concrete Pavement For Trench Repair – A Slump Test is required only if directed by the Engineer for pavement patches that are equal to or greater than 50 cubic yards (roughly equal to an 8' wide by 340' long by 6" thick pavement section). The slump test is to be performed once for every cylinder set (3 cylinders), and no less

than 1 cylinder set per day when concrete is placed. Test results are to be given to the engineer upon completion of each test. There will be no testing for curb, ramps, and sidewalks.

Asphalt Hot-Mix Pavement For Trench Repair – A Nuclear Gauge Density Test is required only if directed by the Engineer for pavement patches that are equal to or greater than 620 square yards (roughly equal to an 8' wide by 700' long pavement section). The laboratory density limits will be a minimum limit of 96%, a maximum limit of 98%, and an optimum limit of 97%. The acceptable field density limit will be a minimum limit of 93%, a maximum limit of 98%, and an optimum limit of 95%. Test results are to be given to the Engineer upon completion of each test.

Water Pipes & Fittings – Perform Pressure Testing and Bacterial Testing (Bac T)/Chlorination testing for all water mains and fire hydrants.

- Pressure Test – Perform test as described in the City of Midland Water Line Specifications, PART 10, Hydrostatic Tests, with the sole difference being that a continuous pressure of 180 pounds per square inch (psi) must be maintained over a continuous period of not less than four (4) hours rather than eight (8) hours. The acceptable field pressure limit will be a minimum 180 psi and a maximum 185 psi. A 2-3 psi drop in the measured pipe pressure during the first two (2) hour period will be acceptable to account for the compression of air within the pipe so long as the minimum and maximum allowed field pressure limits are not exceeded. There can be no variation in the measured pipe pressure during the last two (2) hours of the pressure test.

- Bac T/Chlorination Testing – Perform disinfection and test as described in the City of Midland Water Line Specifications, Part 9, Disinfection Of Pipe Lines.

17. COMPLIANCE:

The said Contractor further agrees to comply with all applicable provisions of the laws and building and construction codes of the City of Midland and the State of Texas, and with any regulations for the protection of workers which may be promulgated by the Government, and will protect such work with all necessary lights, barriers, safeguards, and warnings as provided for in said specifications and the Ordinance regulations.

18. PERSONNEL:

It is the Contractor's responsibility to have a supervising representative of the Contractor on the construction site any time that construction work is taking place. The Contractor's representative must be on the Contractor's direct payroll. Sub-contractors or paid consultants will not satisfy this requirement.

It is also the Contractor's responsibility to provide the City with a reliable contact for issue escalation coordination. Such contacts would include the Contractor's site foreman, the Contractor's construction project manager, etc.

19. INTENT OF THE PROPOSAL:

The intent of the proposal is to determine the lowest responsible bidder based on the total of the quantities and unit prices. Once the lowest responsible bidder is selected, the project will be awarded based on the terms and requirements of the contract outlined in the bid packet and construction drawings.

20. CONTRACT DEADLINE:

The deadline for substantial completion of this project is _90_ calendar days total starting from the Notice to Proceed date.

Extensions of the project deadline may be requested by the Contractor for documented excepting conditions such as weather days, delays due to conflicts with existing franchise lines, etc. which are reasonably beyond the Contractor's control. Any and all deadline extensions must be submitted by the Contractor in writing to Engineer for review, and the approval or denial of the request rests solely with the Engineer.

Unless specifically granted in writing by the Engineer, there will be no suspension of project time between phases of construction.

21. WARRANTY PERIOD:

There is a one (1) year calendar warranty period on this project for all work performed or materials installed effective immediately upon acceptance of the improvements by the Owner. The warranty period will be based on the acceptance date of the project as a whole, and not any individual phases of the project.

22. BID PACKET COMPLETION ITEMS OF NOTE:

Bidders must be willing to sign the Contract as is if a bid is submitted. Revisions, alterations, deletions, additions, or any other changes of any kind by the bidder to the bid packet or other bid documents (such as the construction drawing set, addendums, etc.) will result in the bid submittal being deemed 'Non-Responsive' and the bid will not be accepted.

Bidders are reminded to make sure that the Conflict of Interest forms are completed if applicable before submitting a bid.

All bid items in the Proposal section must be completed for a bid submittal to be considered complete. Any bid item left blank or that the bidder indicates they chose to not provide a bid for will be considered incomplete, and the entire bid submittal will also be deemed incomplete, the bid submittal will be deemed 'Non-Responsive', and the bid will not be accepted. Bidders bear sole responsibility for making sure that the Proposal is complete and in accordance with the instructions provided to bidders in the bid packet.

All acknowledgement forms for all addendums that are issued during the bid process for this project must be filled out and be included with any bid submittal for that bid submittal to be considered complete. Any bid submittal lacking these completed addendum acknowledgement forms will be deemed 'Non-Responsive' and the bid will not be accepted. Bidders bear sole responsibility for making sure that they have obtained all addendums issued prior to submitting their bid.

Bidders must provide documentation as part of the bid packet submittal proving that they possess active licenses that are equivalent to or a higher class than a Water Operator D license and either a Wastewater D license or a Class 1 Collections license, and the Contractor must maintain both of these active licenses for the entirety of the project. Any bid submittal that does not include this required documentation for both licenses will be rejected as a non-responsive bid. If a Contractor allows either or both of the required licenses to lapse at any time during the course of the project then all work under this project will be halted and the City of Midland will have sole discretion to either allow the Contractor to renew both of their active licenses before resuming work or to end the project immediately.

PROPOSAL

TO: Honorable Mayor and City Council
City of Midland
Midland, Texas

Gentlemen: The undersigned bidder, having examined the drawings, specifications and contract documents, the location of the proposed work, and being fully advised as to the extent and character of the work, proposes to furnish all material, equipment, and to perform all labor and work necessary for the completion of the construction of the work described by and in accordance with the attached drawings, specifications, and contract, for the following prices, to wit:

Project Name: Florida Ave. & Cotton Flat Rd. Water Main Improvements

Project Number: PU19-02

Base Bid: Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	3 MO	Mobilization, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per month. (Pay Note M1)	$_____	$_____
2)	60 LF	20" Steel Pipe Casing (1/4" Wall Thickness), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note M2)	$_____	$_____
3)	3 MO	Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per month. (Pay Note M3)	$_____	$_____
4)	3 MO	Job Site Safety, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per month. (Pay Note M4)	$_____	$_____

Base Bid: Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
5)	N/A	Material Mark-up, complete and in place, for the sum of: _____percent. (Pay Note M5)	%_____	$_N/A_____
6)	N/A	Labor Mark-up (Regular Work Hours), complete and in place, for the sum of: _____percent. (Pay Note M6)	%_____	$_N/A_____
7)	N/A	Equipment Rental Mark-up (Non-Standard Equipment Only), complete and in place, for the sum of: _____percent. (Pay Note M7)	%_____	$_N/A_____
Total Miscellaneous Items 1-7		$_____		

Base Bid: Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	120 LF	Removal & Disposal of Existing Water Main, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note D1)	$_____	$_____
2)	71 CY	Flowable Fill for Existing Pipes Abandoned In Place, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per cubic yard. (Pay Note D2)	$_____	$_____
3)	1 EA	Removal & Disposal of Existing Fire Hydrant Assembly, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note D3)	$_____	$_____
4)	800 SY	Removal & Dispose of Existing Unclassified Pavement, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D4)	$_____	$_____
5)	8 LF	Removal & Dispose of Existing Concrete Curb & Gutter, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note D5)	$_____	$_____
6)	10 SY	Removal & Disposal of Existing Concrete Sidewalk & Ramps, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D6)	$_____	$_____
Total Demolition Items 1-6		$_____		

Base Bid: Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	1,600 LF	12" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note W1)	$_____	$_____
2)	60 LF	8" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note W1)	$_____	$_____
3)	140 LF	6" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note W1)	$_____	$_____
4)	5 EA	12" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W2)	$_____	$_____
5)	1 EA	8" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W2)	$_____	$_____
6)	5 EA	6" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W2)	$_____	$_____

Base Bid: Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
7)	4 EA	Fire Hydrant Assembly, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W3)	$_____	$_____
8)	3,630 LBS	Ductile Iron Fittings, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per pound. (Pay Note W4)	$_____	$_____
9)	3 EA	Dresser Coupling, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W5)	$_____	$_____
10)	5 EA	Connect to Existing Water Main, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W6)	$_____	$_____
11)	11 EA	12”x1” Tapping Saddle for water service connection, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W7)	$_____	$_____

Base Bid: Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
12)	11 EA	1" Water Service Connection, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W8)	$_____	$_____
13)	170 LF	1" Water Service Lateral, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note W9)	$_____	$_____
14)	11 EA	Water Meter Installation (New Service Lateral), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W10)	$_____	$_____
15)	1,800 LF	Open Trenching of Water Main, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note W11)	$_____	$_____
Total Water Items 1-15		$_____		

Base Bid: Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	8 LF	Concrete Curb & Gutter Repair, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P1)	$_____	$_____
2)	10 SY	Concrete Pedestrian Access Ramp Repair, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P2)	$_____	$_____
3)	80 SY	3" Type C HMAC Asphalt Pavement Repair (PG64-22), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P3)	$_____	$_____
4)	800 SY	2" Type D HMAC Asphalt Pavement Repair (PG70-22), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P4)	$_____	$_____
5)	160 GAL	Bituminous Prime Coat (MC-30 or AEP, 0.20 Gal / SY), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per gallon. (Pay Note P5)	$_____	$_____
6)	8 GAL	Tack Coat (MC-30 or AEP, 0.10 Gal / SY), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per gallon. (Pay Note P6)	$_____	$_____
7)	800 SY	Flowable Fill / 2-Sack Backfill, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P7)	$_____	$_____
Total Paving Items 1-7		$_____		

Bid Price For:	
1. Miscellaneous Items	$_____
2. Demolition Items	$_____
3. Water Items	$_____
4. Paving Items	$_____
Total Price	$_____

In addition to providing the individual prices for the items above, Contract shall write the total bid amount in the sum of

_____dollars

and _____ cents total.

The undersigned bidder hereby declares that he has visited the site of the work and has carefully examined the contract documents pertaining to the work covered by the above bid. The selected contractor will receive written notice to proceed.

Bidder agrees to substantially complete all work within _90_ calendar days after receipt of notice to proceed.

PUBLIC INFORMATION

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

Enclosed herewith in this proposal is a cashier's check, cash or bid bond on a form approved by the City Attorney, for

_____dollars

and _____ cents total. ($_____)

which it is agreed shall be collected and retained by the owner as liquidated damages in the event this proposal is accepted by the Owner within thirty days (30) after the date advertised for the reception of bids and the undersigned fails to execute the contract and required bonds with the owner, under the conditions thereof, within (15) days after the date said proposal is accepted; otherwise said check or bond shall be returned to the undersigned on demand.

Name of Contractor		
Submitted By	Print Name and Title	
Mailing Address		
City	State	Zip

PAY NOTES

Florida Ave. & Cotton Flat Rd. Water Main Improvements

Bid Item		Pay Quantity Note
Miscellaneous Items		
1	Mobilization	M1
2	20" Steel Pipe Casing (1/4" Wall Thickness)	M2
3	Erosion/Sediment Control	M3
4	Job Site Safety	M4
5	Material Mark-up	M5
6	Labor Mark-up (Regular Work Hours)	M6
7	Equipment Rental Mark-up (Non-Standard Equipment Only)	M7
Demolition Items		
1	Removal & Disposal of Existing Water Main	D1
2	Flowable Fill for Existing Pipes Abandoned In Place	D2
3	Removal & Disposal of Existing Fire Hydrant Assembly	D3
4	Removal & Disposal of Existing Unclassified Pavement	D4
5	Removal & Disposal of Existing Concrete Curb & Gutter	D5
6	Removal & Disposal of Existing Concrete Sidewalk & Ramps	D6
Water Items		
1	12" AWWA C-900 DR18, PVC, Water Main	W1
2	8" AWWA C-900 DR18, PVC, Water Main	W1
3	6" AWWA C-900 DR18, PVC, Water Main	W1
4	12" Gate Valve & Box (MJxMJ/FL)	W2
5	8" Gate Valve & Box (MJxMJ/FL)	W2
6	6" Gate Valve & Box (MJxMJ/FL)	W2
7	Fire Hydrant Assembly	W3
8	Ductile Iron Fittings	W4
9	Dresser Coupling	W5
10	Connect to Existing Water Main	W6
11	12"x1" Tapping Saddle	W7
12	1" Water Service Connection	W8
13	1" Water Service Lateral	W9
14	Water Meter Installation (New Service Lateral)	W10
15	Open Trenching of Water Main	W11
Paving Items		
1	Concrete Curb & Gutter Repair	P1
2	Concrete Pedestrian Access Ramp Repair	P2
3	3" Type C HMAC Asphalt Pavement Repair (PG64-22)	P3
4	2" Type D HMAC Asphalt Pavement Repair (PG70-22)	P4
5	Bituminous Prime Coat (MC-30 or AEP, 0.20 Gal / SY)	P5
6	Tack Coat (MC-30 or AEP, 0.10 Gal / SY)	P6
7	Flowable Fill / 2-Sack Backfill	P7

PAY QUANTITY NOTES

M1 Includes the necessary equipment, labor, materials, and incidentals for all Mobilization to the job site complete and in place. Measurement and payment to be made per month.

M2 Includes the necessary equipment, labor, materials, and incidentals for the installation of Pipe Casing per the construction drawings and City of Midland standards and specifications, including all spacers, grout, embedment, detector wire, tracer tape, and appurtenances. Measurement and payment to be per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, structures, and appurtenances.

M3 Includes the necessary equipment, labor, materials, and incidentals to implement the Erosion Control Plan per the construction drawings and City of Midland standards and specifications. Measurement and payment to be made per month.

M4 Includes the necessary equipment, labor, materials, and incidentals to implement Job Site Safety and to provide a safe work environment for the project work area (including all personal protection equipment, trench safety, etc.) per the construction drawings and in compliance with all applicable Federal, State, and Local requirements or regulations including those of OSHA and the City of Midland. JOB SITE SAFETY IS THE RESPONSABILITY OF THE CONTRACTOR. Measurement and payment to be made per month.

M5 Includes the Material Mark-up for materials and material sizes (pipe, valve, manhole, etc.) required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of the material in question plus the set percent increase established by this bid item. The Contractor must provide a copy of the invoice for the material cost from the supplier to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any material. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

M6 Includes the Labor Mark-up (Regular Work Hours) for labor required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of labor in question plus the set percent increase established by this bid item. The Contractor must provide a typical hourly pay rate for work crews prior to the percent increase along with the number of workers on the crew and the number of hours worked by the crew for the project in question to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any labor. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

M7 Includes the Equipment Rental Mark-up (non-standard equipment only) required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of the equipment rental in question plus the set percent increase established by this bid item. The Contractor must provide a copy of the invoice for the rented equipment from the equipment supplier to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any rented equipment. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

D1 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Utility Mains per the construction drawings and City of Midland standards and specifications, including the removal and disposal of all pipes, fittings, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all valves, manholes, fittings, junctions, structures, and appurtenances.

D2 Includes the necessary equipment, labor, materials, and incidentals for the placement of Flowable Fill for Existing Pipes Abandoned In Place (Portland Cement 2-Sack = 188 LBS/CY) per the construction drawings and City of Midland standards and specifications, including all plugging or caping the pipe to be abandoned, and appurtenances. Measurement and payment to be made per cubic yard volume of flowable fill placed in pipe abandoned in place.

D3 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Fire Hydrant Assembly per the construction drawings and City of Midland standards and specifications. Fire hydrant assemblies are to be returned to the City Utility Maintenance Department unless otherwise directed by the Engineer of Record or their representative. This includes removal and disposal of all structures, fittings, pipes, and appurtenances. Measurement and payment to be per each fire hydrant assembly removed.

D4 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Unclassified Pavement per the construction drawings and City of Midland standards and specifications including all saw-cutting and appurtenances. Depths given are approximate and pavement material is to be removed in its entirety. No additional compensation will be made for increased pavement depth removal. Saw-cut pavement edges are to be full pavement depth, cleanly cut, and clearly defined edges free of breaks. Measurement and payment to be made per square yard of unclassified pavement removed.

D5 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete Curb & Gutter per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per linear foot.

D6 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete Sidewalk & Ramps per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard.

W1 Includes the necessary equipment, labor, materials, and incidentals for the installation of Water Mains per the construction drawings and City of Midland standards and specifications, including all embedment, detector wire, tracer tape, necessary testing, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, structures, and appurtenances.

W2 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Gate Valve & Box per the construction drawings and City of Midland standards and specifications, including all embedment, valve box, joint restraint, thrust blocking, concrete collar, and appurtenances. Measurement and payment to be made per each valve and box installed. Includes valves associated with tapping sleeves.

W3 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Fire Hydrant Assembly per the construction drawings and City of Midland standards and specifications, including all risers, embedment, gravel sump, thrust blocking, necessary testing, and appurtenances. Measurement and payment to be made per each fire hydrant assembly installed.

W4 Includes the necessary equipment, labor, materials, and incidentals for the installation of Ductile Iron Fittings per the construction drawings and City of Midland standards and specifications, including all embedment, wrapping, thrust blocking, joint restraints, and appurtenances. All fittings are to be C153 ductile iron compact fittings. Fitting weights are established from Tyler Union Quality Waterworks Products Catalog PC-U2014, December, 2014 and payment will be made at the standard compact weight. Nuts, bolds, glands, and other associated accessories are not included as part of the fitting weight and are considered subsidiary to the weight of the fitting. Any additional required fittings not shown on the drawings will be paid for at weights established in the Tyler Union Waterworks Catalog.

W5 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Dresser Coupling per the construction drawings and City of Midland standards and specifications, including all embedment, wrapping, thrust blocking, and appurtenances. Measurement and payment to be made per each dresser coupling installed.

W6 Includes the necessary equipment, labor, materials, and incidentals to Connect to Existing Water Main per the construction drawings and City of Midland standards and specifications, including all fittings, repairs, and appurtenances. Measurement and payment to be made per each connection made.

W7 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Tapping Saddle for a water service connection per the construction drawings and City of Midland standards and specifications, including all embedment, thrust blocking, and appurtenances. Measurement and payment to be per each tapping saddle installed.

W8 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Water Service Connection per the construction drawings and City of Midland standards and specifications, including all brass goods from the corporation stop to the brass angle valve (inclusive), as well as the installation of a new meter box and all appurtenances. Measurement and payment to be made per each water service connection installed.

W9 Includes the necessary equipment, labor, materials, and incidentals for the installation of Water Service Lateral pipe per the construction drawings and City of Midland standards and specifications, including all excavation, embedment, backfill, polyethylene service line or other pipe, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, and appurtenances.

W10 Includes the necessary equipment, labor, materials, and incidentals for a new Water Meter Installation as part of a new water service lateral installation per the construction drawings and City of MIdland standards and specifications, including all appurtenances. The new water meter will be provided by the City of Midland. Measurement and payment to be per each water meter set.

W11 Includes the necessary equipment, labor, materials, and incidentals for Open Trenching of Water Main per the construction drawings and City of Midland standards and specifications, including all unclassified excavation, backfill not including flowable fill backfill, providing trench safety and protection for workers to install pipe, structures, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all structures, fittings, and appurtenances.

P1 Includes the necessary equipment, labor, materials, and incidentals for Concrete Curb & Gutter Repair per the construction drawings and City of Midland standards and specifications including all forming, placement, jointing, fiber reinforcement, finishing, and appurtenances. Measurement and payment to be made per linear foot measured along the back-of-curb.

P2 Includes the necessary equipment, labor, materials, and incidentals for Concrete Pedestrian Access Ramp Repair per the construction drawings and City of Midland standards and specifications, including all forming, placement, jointing, fiber reinforcement, finishing, and appurtenances. Measurement and payment to be made per square yard.

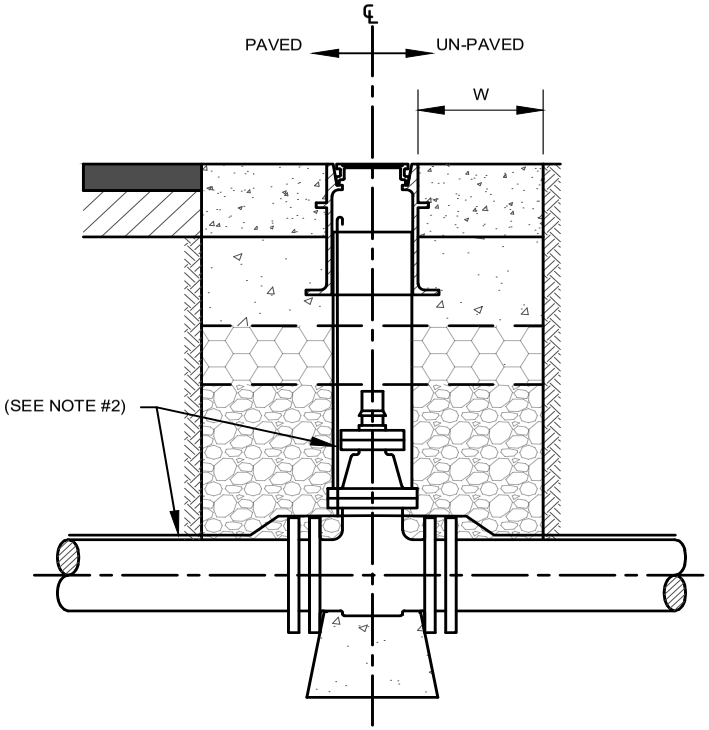
P3 Includes the necessary equipment, labor, materials, and incidentals for the installation of Type "C" HMAC Asphalt Pavement Repair (110 LBS / SY at 1" thick, PG 64-22) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P4 Includes the necessary equipment, labor, materials, and incidentals for the installation of Type "D" HMAC Asphalt Pavement Repair (110 LBS / SY at 1" thick, PG 70-22) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

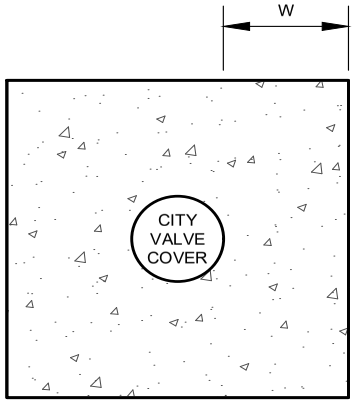
P5 Includes the necessary equipment, labor, materials, and incidentals for application of Bituminous Prime Coat (MC-30, or AEP, 0.20 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P6 Includes the necessary equipment, labor, materials, and incidentals for application of Tack Coat (MC-30 or AEP, 0.10 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P7 Includes the necessary equipment, labor, materials, and incidentals for installation of Flowable Fill / 2-Sack Backfill (Portland Cement 2 Sack = 188 LBS/CY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard measured along the ground surface.



CROSS SECTION VIEW



PLAN VIEW

NOTES:

1. SEE OTHER CITY STANDARD DETAILS FOR INFORMATION REGARDING VALVES, COVERS, CONCRETE RINGS, ETC.
2. TRACER WIRE PER DETAIL 310 (A) TO BE TAPED TO SIDE OF VALVE BOX AND STOP 1.0" - 2.0" SHORT OF VALVE BOX COVER. TRACER WIRE TO REMAIN ENTIRELY WITHIN VALVE BOX.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE:	FLORIDA AVE. & COTTON FLAT RD. WATER	SCALE: NTS

VALVE DETECTOR WIRE END

DETAIL: 320

Florida Ave. & Cotton Flat Rd. Water Main Improvements
Non-Mandatory Pre-Bid Meeting Agenda
Project No. PU19-02
August 11, 2021

Teleconference Call In Number: (866) 528-2256
Access Code: 4450719

Discussion Items

1. Sign-In Sheet

2. Personnel Overview
   - Matt Carr – City Engineer
   - Josh Ferguson – Engineering Manager – CIP, project engineer
   - Jesus Perez – Project Manager
   - Cory Moose – Assistant Utilities Director
   - Rex Swearinger – Operations Planner, utility coordinator
   - Mike Pacelli – Traffic Engineer
   - Taha Sakrani – Associate Traffic Engineer
   - Troy Clabaugh – Sr. Transportation Technician
   - Gabe McClelland – Transportation Manager
   - Bobby Wojciechowski – Construction Manager, construction management & inspections
   - Erika Martinez – Purchasing Manager, conduct bid process & bid opening
   - Natalie Burgard – Administrative Assistant, document processing

3. Project Overview and Scope
   - This project will include the removal, relocation, and installation of existing and proposed water infrastructure and appurtenances, as well as all equipment, labor, materials, etc. necessary to complete the work outlined in the Construction Drawings and Specifications, and to satisfactorily complete the work.
   - In general, this project involves replacing existing water mains in Florida Avenue and Cotton Flat Road with new 12” water mains.

4. Bid Process
   - Pre-Bid meeting attendance is non-mandatory to bid on this project.
   - ATTENTION: All questions submitted before or after the Non-Mandatory Pre-Bid Meeting must be submitted via email to the following email address:

     jferguson@midlandtexas.gov

   - Addendum distributed by email the Friday afternoon following the Pre-Bid Meeting.
     - The deadline to ask or send questions for the addendum is this Friday, August 13, 2021 at Noon.
     - Questions asked after the Noon deadline will be directed to the information already provided in the bid documents or included in the Addendum.
   - ATTENTION: Bidders who mail bid packets are to address them to one of the addresses below:

USPS Mailing Address:
City of Midland, Texas
Attn: City Secretary's Office
P.O. Box 1152
Midland, TX 79702

– OR –

Physical Address for mail carriers other than USPS:
City of Midland, Texas
Attn: City Secretary's Office
300 North Loraine St., Suite 330
Midland, TX 79701

If bid packets are delivered in person then bidders must drop the bid packets off at the first-floor front desk of City Hall before the bid opening deadline.

- **Bid Opening is Wednesday, August 18, 2021 at 2:00 PM** in the City Hall Council Chamber located on the 1st Floor of Midland's City Hall.
  - The Bid Opening will be open to the public, and bidders are free to attend in person.
  - No late bids will be accepted.
  - Bidders must be willing to sign the contract as is.
  - Bidders must complete the conflict of interest forms if applicable.
  - Bidders must fill out all bid items in the Proposal. If bid items are left blank or in complete then the bid will be considered non-responsive.
  - Bidders have sole responsibility for making sure they have and acknowledge all addendums provided. If all acknowledgement forms are not included with the bid packet submittal then the bid will be considered non-responsive.
  - Bidders must provide the required documentation proving they possess active licenses equivalent or higher class than a Water Operator D license and either a Wastewater D license or a Class 1 Collections license. If this required documentation is not provided for both licenses then the bid will be considered non-responsive.

5. Notice to Proceed
   - Date of Notice to Proceed to be determined at the Pre-Construction Meeting.
   - Pre-Construction Meeting date will be set after the project bid is awarded.

6. Payment
   - Invoices should be submitted on or before the 1st day of each month and cover work completed up to the 25th day of the preceding month.
   - Invoice submittals are to be itemized and match the bid items listed in the bid packet Proposal.
   - Payment based on portion of work completed only, not for material delivery, for all Proposal Bid Items except those specifically noted in the Bid Packet's Special Provisions section, which include:
     - Miscellaneous Bid Items: 2
     - Water Bid Items: 1 – 9, 11 – 13
   - 5% retainage until project completion, acceptance, and final payment. This will apply to all invoices for all bid items, regardless of whether an invoice is for bid items paid upon material delivery or not.
   - Recommended that invoices state "Invoice Due Upon Receipt", or have a due date that is two (2) weeks after the date the invoice is submitted.

7. Project Schedule
   - City Inspector must be notified of all work occurring and be able to perform inspection on any construction or installation that occurs.
   - Typically work times are Monday – Friday from 8:00 AM – 5:00 PM. No work earlier than 7:00 AM or later than 8:00 PM without City permission unless for emergency conditions.
   - Work is not to occur on Sundays or legal holidays unless required for emergency situations.

- Work is not to occur on Saturdays unless requested by Contractor in writing at least 48-hours in advance and approved by the City Engineer.

8. Project Specifics
    - Comply with all OSHA and other applicable safety requirements and regulations at all times.
    - Construction staking is solely the responsibility of the Contractor.
    - Construction testing is solely the responsibility of the Contractor.
    - Contractor is responsible for all Traffic Control for this project.
    - Contractor is responsible for notifying property owners in advance of any planned service interruptions.
    - Contractor is responsible for maintaining access to all adjacent properties.
    - There is a one (1) calendar year warranty period on this project. This includes all infrastructure installed.

9. Additional Information, Clarifications, and Corrections
    - Contractor must construct this project starting at Florida Avenue and Garfield Street and then proceeding west to ensure all work in TxDOT ROW is completed before any potential TxDOT paving projects commence.
    - Bidders are directed to bid the item quantities listed in the Bid Packet's Proposal.
    - TxDOT permit is required for this project for work in the Florida Avenue and Garfield Street intersection. No work may commence in any TxDOT ROW until the TxDOT permit for that work is secured.
    - This project is the first of three City utility projects that all meet at the Florida Avenue and Garfield Street intersection.
        - Future water main replacement projects that connect to the south and east ends of this project at the Garfield Street intersection might commence while this project is still in construction.
        - All three of these utility projects are occurring due to up coming TxDOT paving projects that also all converge at the Florida Avenue and Garfield Street intersection.
        - It is possible that one or more TxDOT paving project might commence while this project is still in progress. Contractor is required to coordinate with both the City of Midland and TxDOT in the event that this takes place.
    - It is expected that this project will have precedence over any other project work occurring so long as it begins before any TxDOT paving project starts.
    - There is to be no material storage in either the Garfield Street ROW or the Industrial Avenue ROW. There is to be no material storage in the area north of Industrial Avenue.
        - Garfield Street is located entirely within TxDOT ROW.
        - The area north of Industrial Avenue is located entirely within railroad ROW.
    - Be aware that one of the TxDOT paving projects includes the installation of a median on Garfield Street north of Florida Avenue and south of the railroad crossing.
        - Contractor is expected to coordinate their traffic control as needed with that of any adjacent or overlapping project.
        - Contractor may have travel routes to and from this project site impacted by the construction activity of other adjacent or nearby project sites.

10. Any Additional Questions

Please direct all questions or comments following the Pre-Bid Meeting to Josh Ferguson with the City of Midland.

Engineering Services

Josh Ferguson
Phone: (432) 685-7290
Email: jferguson@midlandtexas.gov

Jesus Perez
Phone: (432) 685-7471
Email: jperez@midlandtexas.gov

Non-Mandatory Pre-Bid Meeting Attendance

PU19-02

Florida Ave. & Cotton Flat Rd. Water Main Improvements

Date: 08/11/2021 - 3:00 PM

PACKET 10.285 September 14, 2021

☑	Name *(Please Print)*	Company Name *(Please Print)*	Phone Number	Fax Number	Email
✓	Josh Ferguson	City of Midland	(432) 685-7290		jferguson@midlandtexas.gov
✓	Jennifer WHITE	JPH SERVICES INC	505 896-9428	505-896-9429	JENNIFER@JHSRVICESINC.COM
✓	Corbin Watson	Garney Companies	903-208-0452		CWatson@garney.com
✓	ADRIAN PEREZ	JD KING	432-288-1837		A.PEREZ@JDKINGCORP.COM
✓	Aaron Briswalter	JD King	432-309-4519		Aaron.Briswalter@JDKingCorp.Com
✓	Kyle Langley	JD King	432-209-9013		Kyle.Langley@JDKingcorp.com
✓	JJ Fleming	FC-TMAFFIC	806-876-6722		FC@FC-TMAFFIC.com
✓	Mike Pacelli	COM Traffic	432-685-7280		mpacelli@midlandtexas.gov
✓	Erika Martinez	CoM			emunoz@midlandtexas.gov
✓	Emily Williams	Boler			emily@boler.net
✓	Eric Clutter	TEC			eclutter@tecexcavation.com

TEC EXCAVATION, INC.

P.O. Box 80455
MIDLAND, TX 79708

PH. 432-682-2619
FAX 432-684-1151

August 18, 2021

Joshua Ferguson
City of Midland
300 N. Loraine
Midland, TX 79701

Project: FLORIDA & COTTON FLAT RD. WATERLINE IMPROVEMENTS

Josh,

As per conditions of the Contract, TEC Excavation, Inc. is currently contracted with Jessie Montez to meet TCEQ requirements on the above-mentioned project.

Jessie Montez
TCEQ Class A Water Operator Licensing Number: W00027888
TCEQ Class C Wastewater Operator Licensing Number: WW0025723

Eric Clutter, Vice-President
TEC Excavation, Inc.

FLORIDA AVE. & COTTON FLAT RD.
WATER MAIN IMPROVEMENTS
COTTON FLAT ROAD - GARFIELD STREET
PROJECT NUMBER: PU19-02

AUGUST 2021

1

CONTRACTOR _____

DATE WORK BEGAN _____

DATE WORK COMPLETED _____

DATE WORK ACCEPTED _____

FINAL CONTRACT COST _____

MAYOR

PATRICK PAYTON

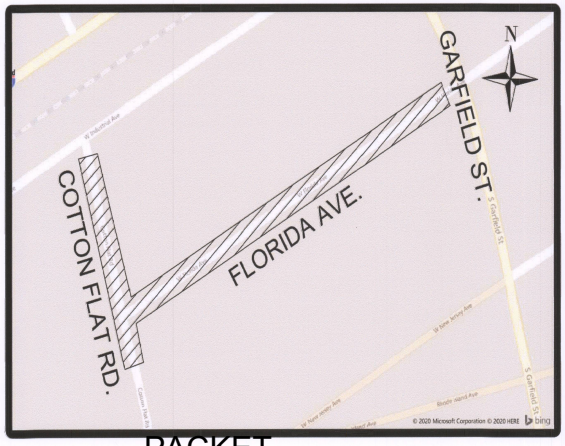
COUNCIL MEMBERS

SCOTT DUFFORD	DISTRICT 1
JOHN NORMAN	DISTRICT 2
JACK LADD	DISTRICT 3
LORI BLONG	DISTRICT 4
SPENCER ROBNETT	AT LARGE
MICHAEL TROST	AT LARGE

Jack Ferguson — ENGINEER — August 2, 2021 — SUBMITTED

Matt Carr, P.E — CITY ENGINEER — 8/2/21 — RECOMMENDED

ENGINEERING SERVICES — AUGUST 2, 2021 — RECOMMENDED



PROJECT VICINITY MAP
(NOT TO SCALE)

CITY MANAGER
ROBERT PATRICK

ENGINEERING SERVICES DIRECTOR
JOSE E. ORTIZ

CITY ENGINEER
MATT C. CARR, P.E.
OFFICE: (432) 685-7286

PROJECT ENGINEER
JOSHUA FERGUSON, P.E.
OFFICE: (432) 685-7290 EMAIL: JFerguson@midlandtexas.gov

CITY OF MIDLAND, 300 N. LORAINE ST., MIDLAND, TX 79702

SHEET INDEX

SHEET	DESCRIPTION
C-101	COVER (1)
C-102	GENERAL NOTES & QUANTITIES (2)
C-103	PROJECT LAYOUT (3)
C-201	EXISTING CONDITIONS (4)
C-301	EROSION CONTROL PLAN (5)
C-302	DEMOLITION PLAN (6)
C-303	PAVEMENT REPAIR PLAN (7)
C-401	MASTER LAYOUT (8)
C-501 TO C-502	PLAN & PROFILE (9-10)
C-601 TO C-603	DETAILS (11-13)

September 14, 2021

811 Know what's below. Call before you dig.

Drawn By	V. MCDANIEL				
Checked By	J. FERGUSON				
Approved By	J. FERGUSON				
Vert. Scale	N/A				
Horz. Scale	N/A				
Job No.	PU19-02	01	8.02.21	JCF	COUNCIL FIX
Date	AUGUST 2, 2021	Rev. No.	Date	By	Description

MIDLAND Engineering Services

FLORIDA AVE. & COTTON FLAT RD
WATER MAIN IMPROVEMENTS

COVER SHEET

STATE OF TEXAS — JOSHUA C. FERGUSON — 117692 — LICENSED PROFESSIONAL ENGINEER

SHEET C-101
1 OF 13

File: P:\Engineering Services\Engineering Projects\2019\PU19-02 Florida Ave (Garfield to Cottonflat)\03 DWGS\3.2 DWG\Plans\WTLN\C-101 Cover_FL WL – Revision 01.dwg Aug 02, 2021 – 4:42pm jferguson

GENERAL NOTES:

i. THIS DESIGN IS FOR PUBLIC WATER MAIN IMPROVEMENTS ALONG FLORIDA AVE.AND COTTON FLAT RD.

ii. ALL CONSTRUCTION IS TO COMPLY WITH CITY OF MIDLAND STANDARDS AND SPECIFICATIONS WHEREVER APPLICABLE. ALL OTHER STANDARDS AND REQUIREMENTS ARE TO COMPLY WITH ALL APPLICABLE FEDERAL AND STATE REGULATIONS, REQUIREMENTS, AND STANDARDS. WHEREVER CITY OF MIDLAND STANDARDS AND FEDERAL OR STATE REQUIREMENTS DIFFER THE MORE RESTRICTIVE STANDARD, REQUIREMENT, OR REGULATION WILL GOVERN.

iii. ALL BEARINGS, DIMENSIONS, AND COORDINATES SHOWN IN THIS CONSTRUCTION DRAWING SET ARE RELATED TO TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM 1983. ALL ELEVATIONS ARE RELATED TO NORTH AMERICAN VERTICAL DATUM 1988.

iv. EXISTING ELEVATIONS AND TOPOGRAPHIC FEATURES SHOWN IN THIS CONSTRUCTION DRAWING SET HAVE BEEN LOCATED USING CITY OF MIDLAND RECORDS CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION PRIOR TO CONSTRUCTION AND NOTIFYING ENGINEER OF ANY CONFLICTS BETWEEN EXISTING CONDITIONS AND PROJECT DESIGN.

v. EXISTING UTILITIES, INFRASTRUCTURE, AND OTHER OBJECTS INDICATED IN THIS CONSTRUCTION DRAWING SET HAVE BEEN LOCATED USING CITY OF MIDLAND RECORDS CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION PRIOR TO CONSTRUCTION AND NOTIFYING ENGINEER OF ANY CONFLICTS BETWEEN EXISTING CONDITIONS AND PROJECT DESIGN.

vi. CONTRACTOR IS TO TAKE ALL NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING FACILITIES THAT ARE ENCOUNTERED REGARDLESS OF WHETHER OR NOT THEY APPEAR IN THIS CONSTRUCTION DRAWING SET.

vii. ANY ISSUES, CONFLICTS, OR DISCREPANCIES ENCOUNTERED IN FIELD THAT CONFLICT WITH THIS CONSTRUCTION DRAWING SET ARE TO BE BROUGHT TO ATTENTION OF PROJECT ENGINEER PRIOR TO MAKING ANY DESIGN CHANGES IN FIELD.

viii. TRAFFIC CONTROL FOR THIS PROJECT WILL BE CONTRACTOR'S RESPONSIBILITY. CONTRACT MUST SUBMIT TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH TMUTCD, TO CITY OF MIDLAND FOR REVIEW AND APPROVAL NO LESS THAN TWO (2) BUSINESS DAYS BEFORE CONTRACTOR BEGINS ANY CONSTRUCTION ACTIVITY.

xi. CONTRACTOR IS TO NOTIFY ALL AFFECTED PROPERTIES AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF ANY KNOWN OR PLANNED INTERRUPTION OF SERVICE OR ACCESS DUE TO ANY CONSTRUCTION ACTIVITY PERFORMED BY CONTRACTOR.

xii. MATERIAL STORAGE IS TO BE PLACED AT FLORIDA AVENUE WORK ZONE IDENTIFIED IN APPROVED TRAFFIC CONTROL PLAN.

xiii. OSHA REQUIREMENTS AND ALL OTHER APPLICABLE FEDERAL, STATE, OR CITY OF MIDLAND SAFETY REQUIREMENTS ARE TO BE FOLLOWED AND COMPLIED WITH AT ALL TIMES.

xiv. CONTRACTOR MUST COMPLY WITH ALL STAKING AND TESTING REQUIREMENTS AS DESCRIBED IN PROJECT BID PACKET.

xv. CONTRACTOR IS REMINDED THAT THIS PROJECT IS LOCATED IN AN URBAN ENVIRONMENT. TREES AND OVERHEAD LINES ARE COMMON, AND CONTRACTOR IS TO PROVIDE PROPER EQUIPMENT TO COMPLETE ALL REQUIRED WORK FOR THIS PROJECT IN AN URBAN ENVIRONMENT.

CONSTRUCTION NOTES:

1. EXISTING BENCHMARK LOCATED AT COTTON FLAT ROAD AND FLORIDA AVENUE. BENCHMARK IS BOX WITH "X" CUT LOCATED AT NORTHWEST CORNER OF INTERSECTION ON NORTH END-OF-RADIUS. BENCHMARK ELEVATION IS 2813.66 BASED ON NGVD29. CONVERSION FACTOR TO NAVD88 FOR MIDLAND, TEXAS IS TYPICALLY +1.22'.

2. EXISTING BENCHMARK LOCATED AT COTTON FLAT ROAD AND INDUSTRIAL AVENUE. BENCHMARK IS 1/2" ALUMINUM CAP LOCATED 10' +/- SOUTH OF RAILROAD TRACKS, ENDING AT AO-11. BENCHMARK ELEVATION IS 2816.12 BASED ON NGVD29. CONVERSION FACTOR TO NAVD88 FOR MIDLAND, TEXAS IS TYPICALLY +1.22'.

3. EXISTING BENCHMARK LOCATED AT FRONT STREET AND GARFIELD STREET. BENCHMARK IS 2" ALUMINUM CAP STAMPED "AO9" LOCATED AT NORTHWEST CORNER OF INTERSECTION AT CENTER RADIUS. BENCHMARK ELEVATION IS 2812.52 BASED ON NGVD29. CONVERSION FACTOR TO NAVD88 FOR MIDLAND, TEXAS IS TYPICALLY +1.22'.

4. EXISTING CONTROL POINT LOCATED AT SOUTHEAST CORNER OF COTTON FLAT AND FLORIDA AVE. CONTROL POINT IS A RAILROAD SPIKE LOCATED AT NORTHING 10689383.91 EASTING 1750256.415. CONTROL POINT ELEVATION IS 2813.9 BASED ON NAVD88.

5. ALL DIMENSIONS MEASURED TO CURB ARE MEASURED TO BACK-OF-CURB.

6. ALL DIMENSIONS BETWEEN UTILITIES ARE MEASURED TO UTILITY CENTERLINE.

7. ALL FITTINGS INSTALLED ARE TO BE WRAPPED.

8. ALL NEW OR EXISTING VALVE, MANHOLE JUNCTION, INLET, AND METER COVERS MUST BE ADJUSTED TO FINISHED GRADE AND BE SET FLUSH WITH ADJACENT FINISHED SURFACE WHETHER FINISHED SURFACE IS PAVED OR UNPAVED.

9. CONCRETE COLLARS ARE TO BE PLACED AROUND ALL PUBLIC INFRASTRUCTURE UTILITY COVERS EXCEPT METER COVERS EVEN WHEN SUCH COVERS ARE LOCATED IN UNPAVED OR CONCRETE PAVED AREAS.

10. ALL CONCRETE FIBER REINFORCEMENT IS TO BE INSTALLED AT A RATE OF 5.0-POUNDS OF FIBER REINFORCEMENT PER EACH 1.0-CUBIC YARD OF CONCRETE PLACED (1.5-LBS / 1.0-CY) UNLESS OTHERWISE NOTED IN THIS CONSTRUCTION DRAWING SET.

11. ALL CONCRETE PAVEMENT, CURB, VALLEY GUTTER, APPROACH, AND COLLAR JOINTS ARE TO BE SEALED PER CITY STANDARDS.

12. CONTRACTOR IS TO MATCH DESIGN GRADES AND ELEVATIONS SHOWN ON THIS CONSTRUCTION DRAWING SET.

13. CONTRACTOR IS TO MATCH EXISTING GRADES AT ALL LOCATIONS INDICATED, INCLUDING FOR ALL GRADE DAYLIGHTING.

14. COORDINATE ALL SIGNAL POLE, SIGNAL CONDUIT, STRIPING, TRAFFIC SIGN, OR OTHER TRAFFIC INFRASTRUCTURE ISSUES WITH CITY TRAFFIC ENGINEER AND NOTIFY CITY INSPECTOR.

15. NOTIFY CITY INSPECTOR OF ALL FRANCHISE UTILITY OR PRIVATE INFRASTRUCTURE ISSUES AND COORDINATE WITH BOTH CITY AND FRANCHISE UTILITY OR PRIVATE INFRASTRUCTURE OWNER.

CONSTRUCTION NOTES (CONTINUED):

16. CONTRACTOR IS TO COORDINATE WITH CITY FIRE DEPARTMENT FOR ANY FIRE HYDRANT OR FIRE LINE TESTING. FIRE DEPARTMENT TO INSTALL COLORED RING OR BONNET ON FIRE HYDRANT ONCE TESTED.

17. PLACE ORANGE FENCING AROUND SIDEWALK, WHEELCHAIR RAMPS, AND OTHER PEDESTRIAN AREAS THAT POSE HAZARDS TO PEDESTRIAN TRAFFIC AS DIRECTED.

LEGEND

- FIRE HYDRANT ASSEMBLY
- UTILITY POLE
- TEE
- BENDS
- REDUCER
- GATE VALVE
- DRESSER COUPLING
- SS — WASTEWATER MANHOLE
- — XX" W.W. — XX" WASTEWATER MAIN
- — XX" W.L. — XX" WATER MAIN AND/OR LATERAL
- WM — WATER METER
- — G.L. — GAS LINE
- GM — GAS METER

811 Know what's below. Call before you dig.

Description	By	Date	Rev. No.

Drawn By	V. MCDANIEL
Checked By	J.FERGUSON
Approved By	J.FERGUSON
Vert. Scale	N / A
Horz. Scale	N / A
Job No.	PU19-02
Date	JULY 2021

MIDLAND Engineering Services

FLORIDA AVE. & COTTON FLAT RD
WATER MAIN IMPROVEMENTS

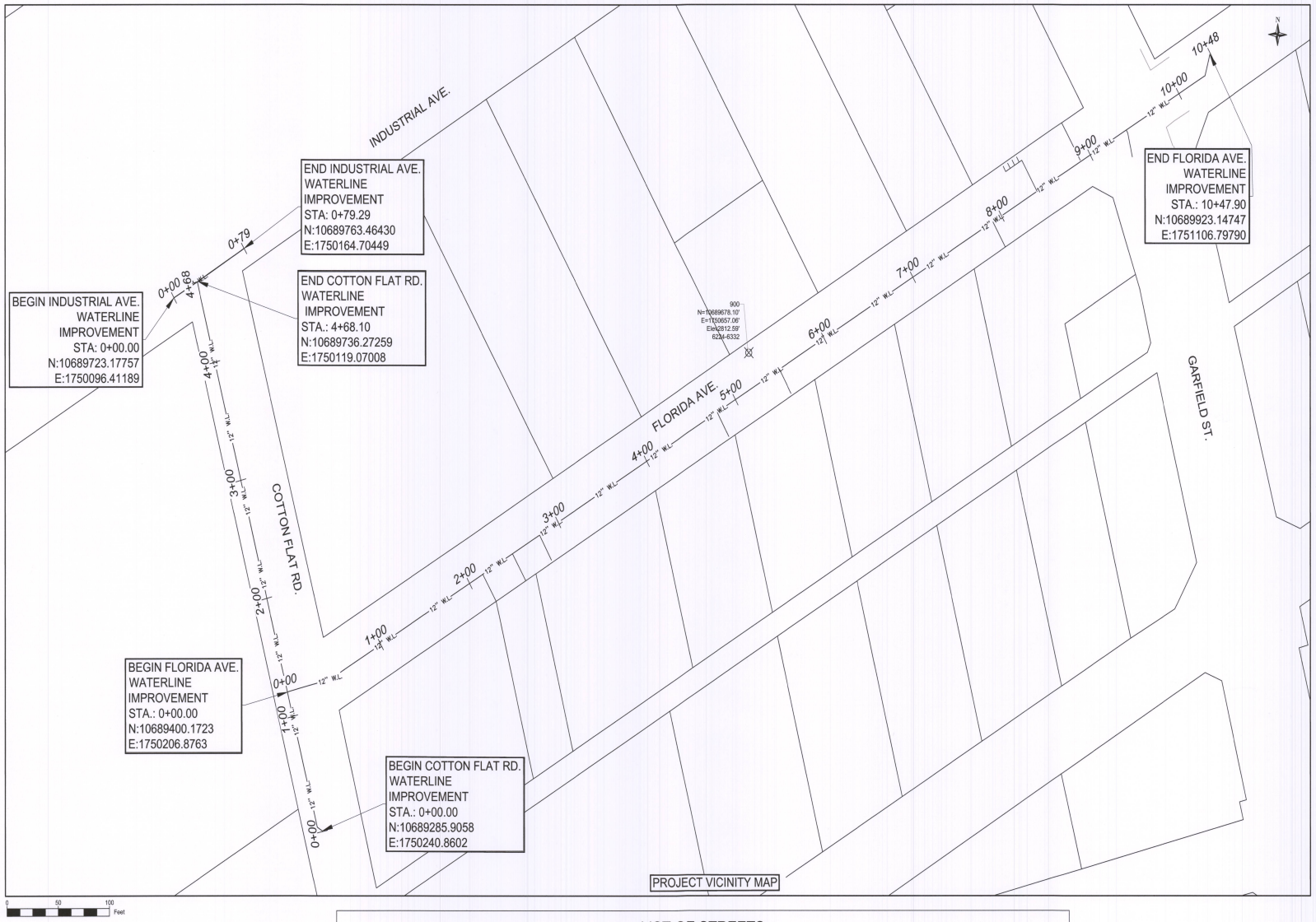
GENERAL NOTES

STATE OF TEXAS
JOSHUA C. FERGUSON
117692
LICENSED PROFESSIONAL ENGINEER
Jul 12 2021

SHEET C-102
2 OF 13

File: C:\Users\vmcdaniel\AppData\Local\Temp\AcPublish_2308\C-102 General Notes FL WL.dwg Jul 08, 2021 - 4:23pm vmcDaniel

FLORIDA AVE. & COTTON FLAT RD.
WATERLINE IMPROVEMENT PROJECT LAYOUT



LIST OF STREETS					
ALIGNMENT	**STREET**	**STATION BEGINNING**	**TO**	**STATION END**	**LENGTH FT.**
WL-A	FLORIDA AVE.	0+00.00	-	10+47.90	1047.9
WL-B	COTTON FLAT RD.	0+00.00	-	4+68.10	468.10
WL-C	INDUSTRIAL AVE.	0+00.00	-	0+79.29	79.29

PACKET 10,289 September 14, 2021

Know what's below. Call before you dig.

Description	By	Date	Rev. No.

Drawn By V. MCDANIEL
Checked By J.FERGUSON
Approved By J.FERGUSON
Vert. Scale N/A
Horz. Scale 1 : 50
Job No. PU19-02
Date JULY 2021

MIDLAND Engineering Services

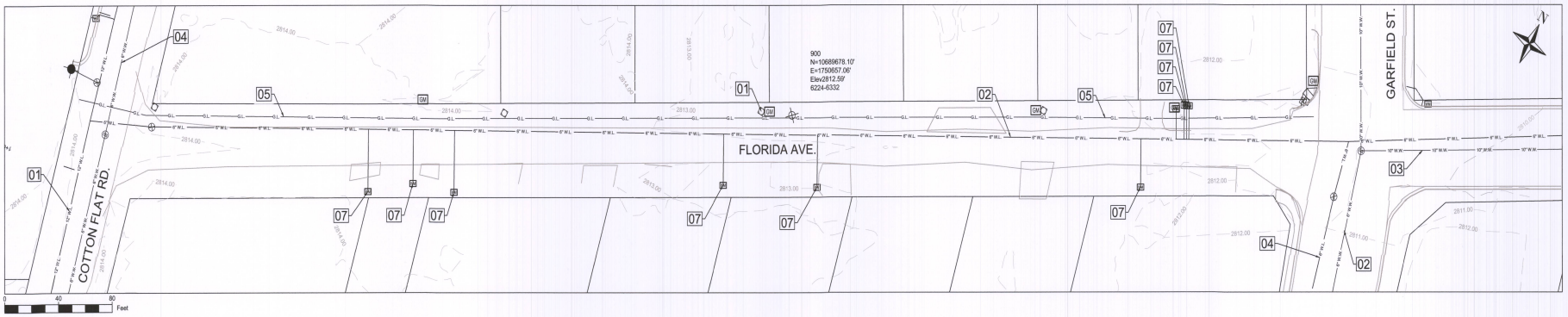
FLORIDA AVE. & COTTON FLAT RD
WATER MAIN IMPROVEMENTS

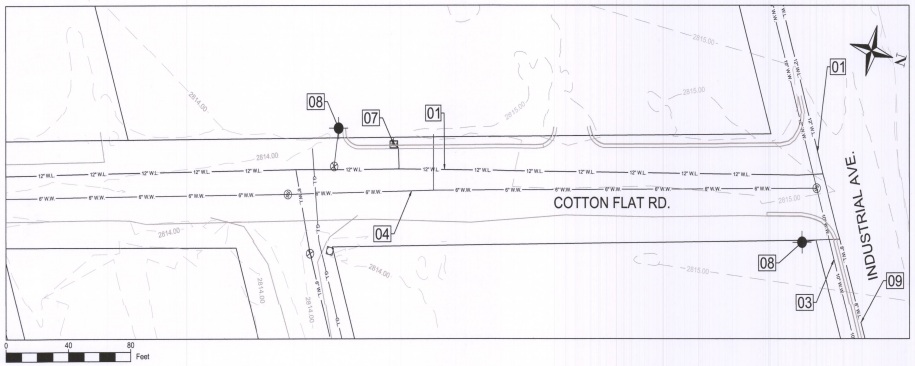
PROJECT LAYOUT

STATE OF TEXAS 2021 JOSHUA C. FERGUSON 117692 LICENSED PROFESSIONAL ENGINEER

SHEET C-103
3 OF 13

File: C:\Users\vmcdaniel\AppData\Local\Temp\AcPublish_2308\C-103 Project Layout FL WL.dwg Jul 08, 2021 - 4:23pm vmcDaniel





KEYED NOTES:

01 EXISTING 12" WATER MAIN

02 EXISTING 6" WATER MAIN

03 EXISTING 10" WASTEWATER MAIN

04 EXISTING 6" WASTEWATER MAIN

05 EXISTING ACTIVE GAS LINE

06 EXISTING ACTIVE OVERHEAD LINES

07 EXISTING WATER METER

08 EXISTING FIRE HYDRANT

09 EXISTING 8" WATER MAIN

EXISTING CONDITION NOTES:

A. EXISTING CONDITIONS ARE SHOWN BASED ON AVAILABLE CITY OF MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SPOT SURVEY DATA, TxDOT DESIGN DRAWINGS, AND SITE VISITS. CONTRACTOR IS TO FIELD VERIFY ALL EXISTING CONDITIONS AND NOTIFY ENGINEER OF ANY DISCREPANCIES.

B. EXISTING GAS LINES WERE LOCATED FROM SPOT SURVEY DATA, TxDOT DESIGN DRAWINGS, AND SITE VISITS. CONTRACTOR IS TO TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE SAFETY OF BOTH PUBLIC AND CONTRACTOR'S WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.

C. EXISTING ELECTRIC LINES WERE LOCATED FROM SPOT SURVEY DATA, TxDOT DESIGN DRAWINGS, AND SITE VISITS. CONTRACTOR IS TO TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE SAFETY OF BOTH PUBLIC AND CONTRACTOR'S WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.

D. CONTRACTOR IS TO TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE SAFETY OF BOTH PUBLIC AND CONTRACTOR'S WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR OVERHEAD ELECTRIC, POWER, OR PHONE LINES.

811 Know what's below. Call before you dig.

Description	By	Date	Rev. No.

Drawn By	V.MCDANIEL
Checked By	J. FERGUSON
Approved By	J. FERGUSON
Vert. Scale	N/A
Horz. Scale	1 : 40
Job No.	PU19-02
Date	JULY 2021

MIDLAND Engineering Services

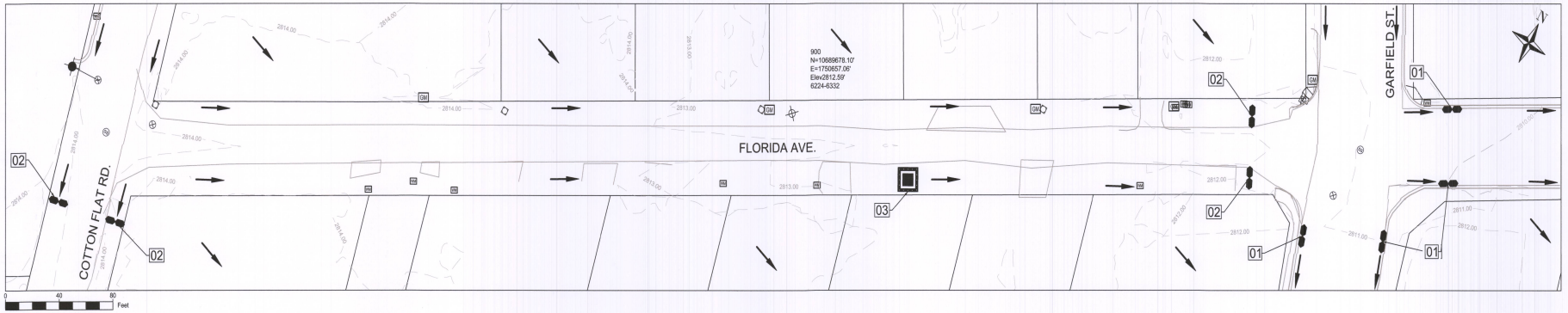
FLORIDA AVE. & COTTON FLAT RD
WATER MAIN IMPROVEMENTS

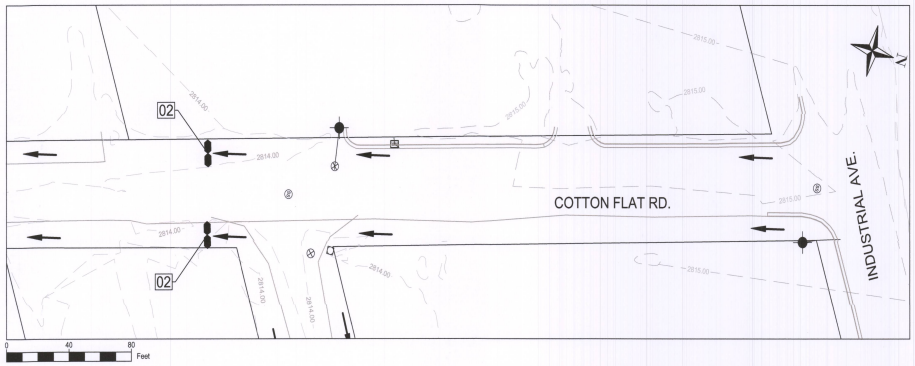
EXISTING CONDITIONS

STATE OF TEXAS
JOSHUA C. FERGUSON
117692
LICENSED PROFESSIONAL ENGINEER
07-22-2021

SHEET C-201
4 OF 13

File: C:\Users\vmcdaniel\AppData\Local\Temp\AcPublish_2308\C-201-301 EG Conditions & EGP.dwg Jul 08, 2021 - 4:24pm vmcDaniel





KEYED NOTES:

01 PLACE SAND BAGS IN GUTTER FLOWLINE UPSTREAM OF CURB OPENINGS AND AT LIMITS OF WORK ZONE AREAS.

02 PLACE SAND BAGS ACROSS DITCH OR SWALE FLOWLINE AT DOWNSTREAM LIMIT OF WORK ZONE AREA.

03 LOCATE CONCRETE WASHOUT WITHIN PROJECT AREA AND SHIFT AS NECESSARY FOR CONSTRUCTION ACTIVITY. ALL WASHOUT AND OTHER SPOILS ARE TO BE REMOVED FROM SITE.

EROSION CONTROL NOTES:

A. INSTALL EROSION CONTROL MEASURES PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITY ON PROJECT SITE.

B. CONTRACTOR IS TO MAINTAIN EROSION CONTROL MEASURES AT ALL TIMES. REPAIRS TO EXISTING EROSION CONTROL MEASURES ARE TO BE MADE IMMEDIATELY UPON DISCOVERY THAT SUCH REPAIRS ARE NEEDED. ALL EROSION CONTROL MEASURES AT PROJECT SITE ARE TO BE INSPECTED IMMEDIATELY FOLLOWING ANY STORM EVENT.

C. CONTRACTOR IS TO MAINTAIN A REASONABLY CLEAN PROJECT SITE AT ALL TIMES. ANY SEDIMENT, DEBRIS, ETC. OUTSIDE PROJECT SITE ARE TO BE REMOVED PROMPTLY.

D. ANY ON-SITE STORAGE OF SPOILS, MATERIALS, OR EQUIPMENT ARE TO BE LOCATED WITHIN FLORIDA AVENUE RIGHT-OF-WAY DESIGNATED AS PART OF WORK ZONE AREA.

E. ON-SITE STORAGE OF SPOILS, MATERIALS, OR EQUIPMENT ARE NOT PERMITTED IN GARFIELD STREET RIGHT-OF-WAY.

F. ALL STOCKPILES ARE TO BE SURROUNDED BY SILT FENCE OR EQUIVALENT MEASURES AS APPROVED BY ENGINEER TO PROPERLY CONTROL SEDIMENT RUNOFF.

G. CONCRETE TRUCKS CANNOT UNDER ANY CIRCUMSTANCE WASHOUT IN STORM DRAIN TRENCH. CONTRACTOR IS TO PROVIDE A WASHOUT CONTAINER FOR CONCRETE TRUCKS AND MUST REMOVE ALL WASHOUT AND SPOILS FROM PROJECT SITE.

J. CONTRACTOR HAS SOLE RESPONSIBILITY FOR VEGETATING OR STABILIZING TO EXISTING OR BETTER CONDITION ANY AREAS DISTURBED BY CONSTRUCTION ACTIVITY LOCATED OUTSIDE DESIGNATED PROJECT SITE OR APPROVED WORK ZONE AT CONTRACTOR'S SOLE EXPENSE.

K. IMPLEMENT SUPPLEMENTAL EROSION CONTROL MEASURES AS NEEDED DURING STORM EVENTS. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED AT SOLE DISCRETION OF ENGINEER IF AT ANY TIME ENGINEER BELIEVES EXISTING EROSION CONTROL MEASURES ARE INSUFFICIENT FOR NEEDS OF PROJECT SITE.

L. CONTRACTOR IS REQUIRED AT A MINIMUM TO REMOVE AND DISPOSE OF ACCUMULATED SILT, SEDIMENT, OR OTHER DEBRIS FROM EROSION CONTROLS WHEN SILT, SEDIMENT, OR OTHER DEBRIS HAVE REACHED A HEIGHT EQUAL TO HALF THAT OF EROSION CONTROLS PLACED OR IMPEDE THEIR EFFECTIVENESS.

M. CONTRACTOR IS TO REMOVE ALL TEMPORARY EROSION CONTROL MEASURES FROM PROJECT SITE UPON COMPLETION OF CONSTRUCTION ACTIVITY ONCE PROJECT SITE IS STABILIZED. THIS IS CONSIDERED SUBSIDIARY TO THIS PROJECT SCOPE.

N. DAMAGES TO ADJACENT PROPERTY OR TO RECEIVING WATERS CAUSED BY IMPROPERLY INSTALLED OR POORLY MAINTAINED EROSION CONTROL MEASURES ARE SOLE RESPONSIBILITY OF CONTRACTOR.

O. IMPLEMENT SUPPLEMENTAL EROSION CONTROL MEASURES AS NEEDED DURING STORM EVENTS. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED AT THE SOLE DISCRETION OF ENGINEER IF AT ANY TIME ENGINEER BELIEVES EXISTING EROSION CONTROL MEASURES ARE INSUFFICIENT FOR NEEDS OF PROJECT SITE.

Know what's below. Call before you dig.

Description	By	Date	Rev. No.

Drawn By	V. MCDANIEL
Checked By	J. FERGUSON
Approved By	J. FERGUSON
Vert. Scale	N/A
Horz. Scale	1 : 40
Job No.	PU19-02
Date	JULY 2021

MIDLAND Engineering Services

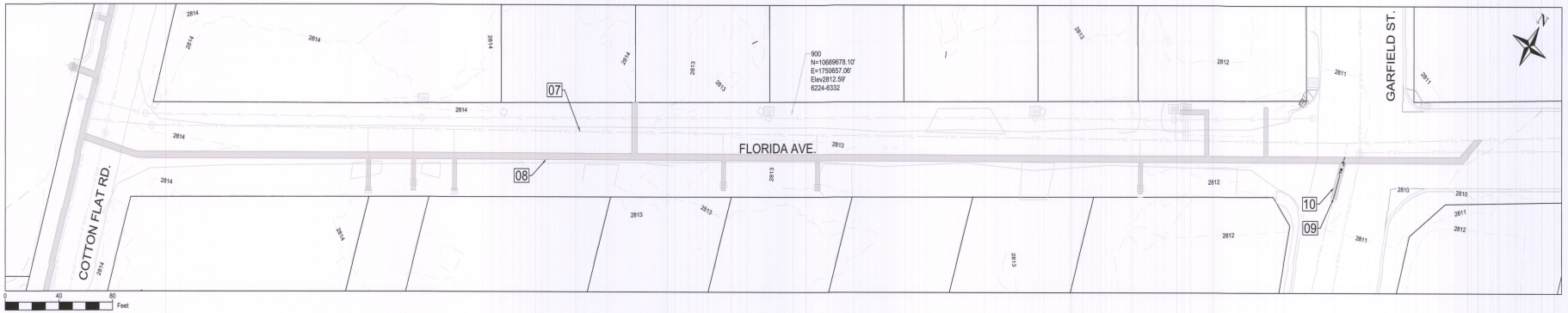
FLORIDA AVE. & COTTON FLAT RD
WATER MAIN IMPROVEMENTS

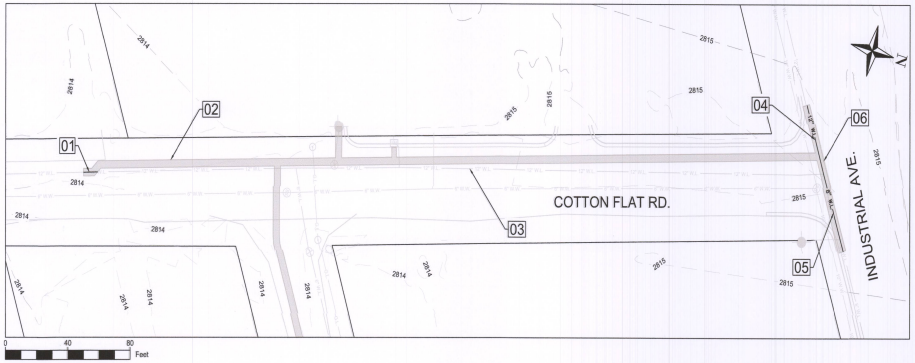
EROSION CONTROL PLAN

STATE OF TEXAS
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER
7/14/21

SHEET C-301
5 OF 13

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DEMOLITION NOTES:

A. CONTRACTOR IS TO NOTIFY PROJECT ENGINEER OF ANY ADDITIONAL DEMOLITION THAT MAY BE NEEDED AND RECEIVE WRITTEN CONFIRMATION THAT SUCH DEMOLITION IS APPROVED PRIOR TO ANY ADDITIONAL DEMOLITION TAKING PLACE.

B. CONTRACTOR IS TO TAKE CARE NOT TO DAMAGE OR REMOVE ANY EXISTING INFRASTRUCTURE OR PROPERTY, PUBLIC OR PRIVATE, THAT IS NOT INDICATED BY THIS CONSTRUCTION DRAWING SET. ANY SUCH DAMAGE OR REMOVAL MUST BE REPLACED OR REPAIRED BY CONTRACTOR AT THEIR SOLE EXPENSE TO EQUAL OR BETTER CONDITION.

C. EXISTING 12" CAST IRON WATER MAIN PIPE AND ALL OTHER EXISTING WATER MAIN PIPE IDENTIFIED FOR REMOVAL ARE TO BE REMOVED IN THEIR ENTIRETY, INCLUDING ANY FITTINGS, STRUCTURES, AND APPURTENANCES.

D. EXISTING WATER MAIN PIPE IDENTIFIED TO BE ABANDONED IN PLACE MUST BE COMPLETELY FILLED WITH FLOWABLE FILL 2-SACK (2-SACK = 188 POUNDS PER CUBIC YARD) AND CAPPED AT BOTH ENDS OF ABANDONED PIPE SECTION.

E. ALL PUBLIC UTILITY TRENCH REPAIRS ARE TO INCLUDE 1.0' T-TOPPING ON BOTH SIDES OF PUBLIC UTILITY TRENCH EXCAVATION.

F. ALL SAW-CUTS ARE TO HAVE CLEAN, STRAIGHT EDGES AND ARE CONSIDERED INCIDENTAL TO ALL PROJECT WORK.

G. ALL EXISTING FIRE HYDRANTS REMOVED ARE TO BE RETURNED TO CITY OF MIDLAND UNLESS SPECIFICALLY NOTED OTHERWISE IN THIS CONSTRUCTION DRAWING SET OR PROJECT BID PACKET.

H. ALL EXISTING WATER METERS REMOVED ARE TO BE RETURNED TO CITY OF MIDLAND UNLESS SPECIFICALLY NOTED OTHERWISE IN THIS CONSTRUCTION DRAWING SET OR PROJECT BID PACKET.

KEYED NOTES:

01 REMOVE EXISTING 12" CAST IRON PIPE, APPROXIMATELY 10', NORTH TO SOUTH ALONG COTTON FLAT ROAD TO TIE IN NEW WATER MAIN.

02 ASPHALT PAVEMENT REMOVAL, APPROXIMATELY 234-SY, ALONG COTTON FLAT ROAD.

03 ABANDON EXISTING 12" CAST IRON PIPE IN PLACE, FILL VOID WITH FLOWABLE FILL 2-SACK (2 SACK = 188 LB/CY). APPROXIMATELY 42-CY FOR 357' OF PIPE FROM JUST SOUTH OF FLORIDA ROAD INTERSECTION TO INDUSTRIAL AVENUE INTERSECTION. CAP BOTH ENDS ABANDONED PIPE SECTION.

04 REMOVE EXISTING 12" CAST IRON PIPE, APPROXIMATELY 39', EAST TO WEST ALONG INDUSTRIAL AVENUE.

05 REMOVE EXISTING 8" CAST IRON PIPE, APPROXIMATELY 44' EAST TO WEST ALONG INDUSTRIAL AVENUE.

06 ASPHALT PAVEMENT REMOVAL, APPROXIMATELY 43-SY, EAST TO WEST ALONG INDUSTRIAL AVENUE.

07 ABANDON EXISTING 6" CAST IRON PIPE IN PLACE, FILL VOID WITH FLOWABLE FILL 2-SACK (2-SACK = 188 LB/CY), APPROXIMATELY 29-CY FOR 991' OF PIPE FROM COTTON FLAT ROAD INTERSECTION TO 70' EAST OF GARFIELD STREET ALONG FLORIDA AVENUE. CAP BOTH ENDS OF ABANDONED PIPE SECTION.

08 ASPHALT PAVEMENT REMOVAL, APPROXIMATELY 490-SY, FROM COTTON FLAT EDGE OF TRAVEL WAY TO 70' EAST OF GARFIELD STREET ALONG FLORIDA AVENUE.

09 REMOVE EXISTING 6" CAST IRON PIPE, APPROXIMATELY 27', NORTH TO SOUTH ALONG GARFIELD STREET.

10 ASPHALT PAVEMENT REMOVAL, APPROXIMATELY 11-SY, NORTH TO SOUTH ALONG GARFIELD ROAD.

Know what's below. Call before you dig.

					Description
					By
					Date
					Rev. No.
Drawn By	V. MCDANIEL				
Checked By	J. FERGUSON				
Approved By	J. FERGUSON				
Vert. Scale	N/A				
Horz. Scale	1 : 40				
Job No.	PU19-02				
Date	JULY 2021				

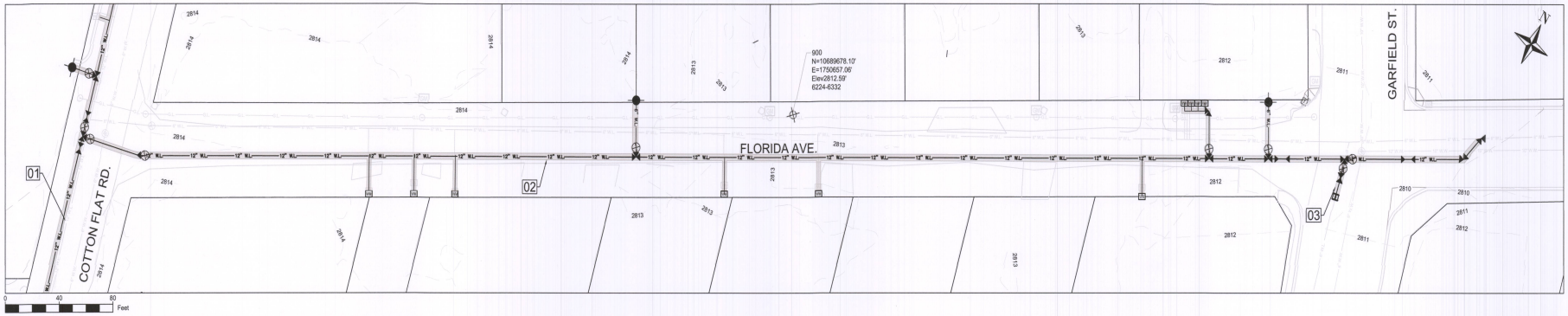
MIDLAND Engineering Services

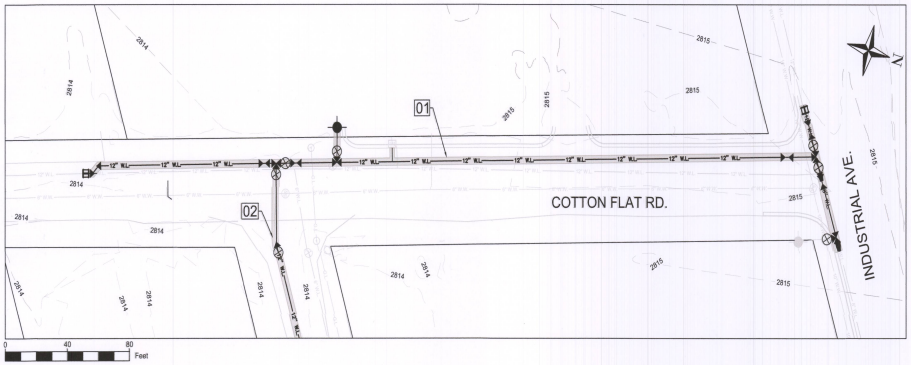
FLORIDA AVE. & COTTON FLAT RD
WATER MAIN
DEMOLITION PLAN

STATE OF TEXAS
JOSHUA C. FERGUSON
117692
LICENSED PROFESSIONAL ENGINEER
7/14/22

SHEET C-302
6 OF 13

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KEYED NOTES:

01 ASPHALT PAVEMENT REPAIR, APPROXIMATELY 221-SY, ALONG COTTON FLAT ROAD.

02 ASPHALT PAVEMENT REPAIR, APPROXIMATELY 453-SY, FROM COTTON FLAT EDGE OF TRAVEL WAY TO 70' EAST OF GARFIELD STREET ALONG FLORIDA AVENUE

03 ASPHALT PAVEMENT REPAIR, APPROXIMATELY 11-SY, NORTH TO SOUTH ALONG GARFIELD ROAD.

PAVEMENT REPAIR NOTES:

A. TYPICAL TRENCH PAVEMENT REPAIR WIDTH IS ANTICIPATED TO BE 4.0' FOR WATER MAIN AND FIRE LATERAL TRENCHES AND 3.0' FOR WATER SERVICE LATERAL TRENCHES. CONTRACTOR IS TO OBTAIN PERMISSION FROM ENGINEER PRIOR TO INCREASING TYPICAL TRENCH PAVEMENT REPAIR WIDTHS.

Know what's below. Call before you dig.

						Description
						By
						Date
						Rev. No.
Drawn By	V. MCDANIEL					
Checked By	J. FERGUSON					
Approved By	J. FERGUSON					
Vert. Scale	N/A					
Horz. Scale	1 : 40					
Job No.	PU19-02					
Date	JULY 2021					

MIDLAND Engineering Services

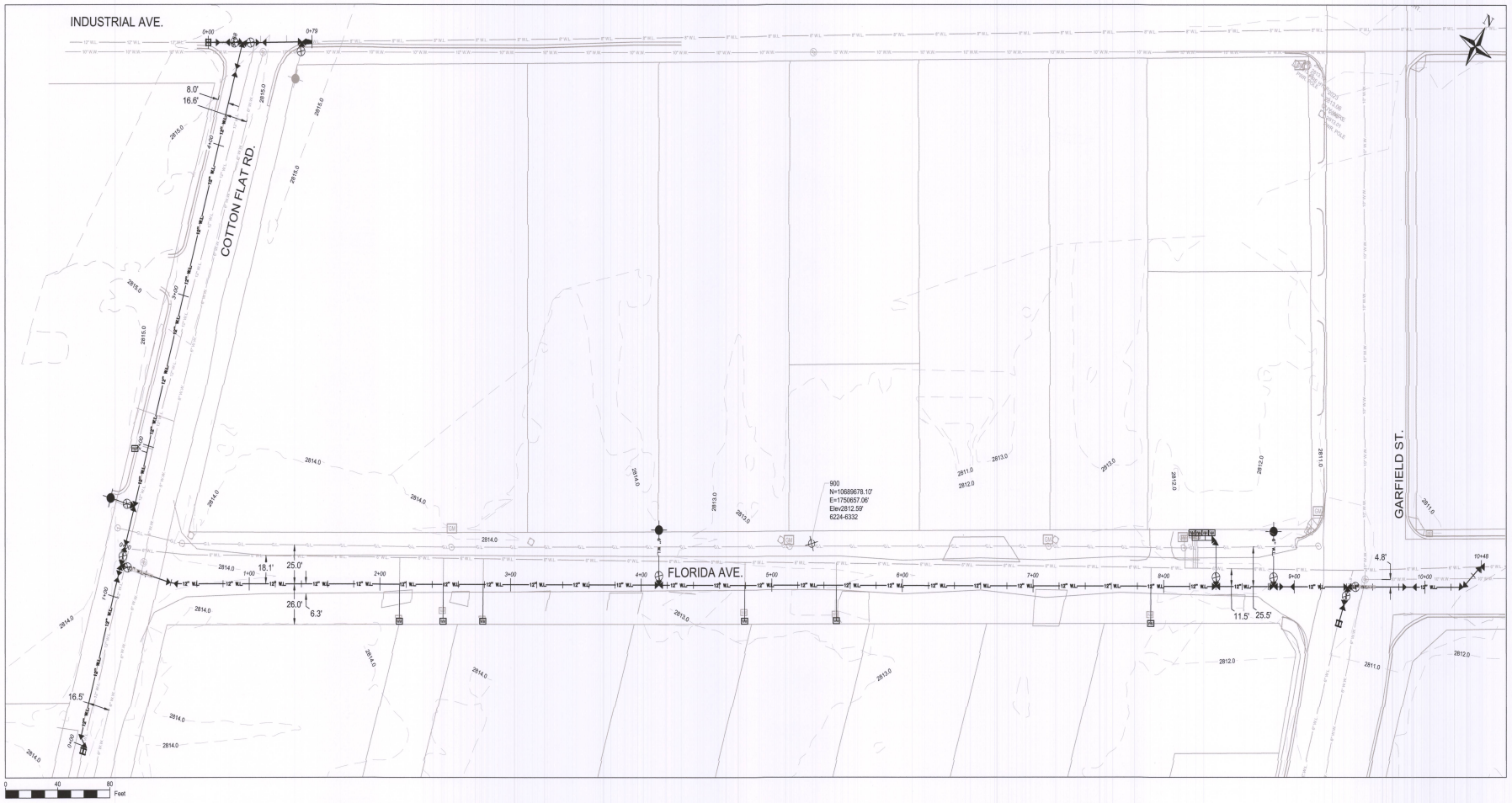
FLORIDA AVE. & COTTON FLAT RD
WATER MAIN

PAVEMENT REPAIR PLAN

STATE OF TEXAS
JOSHUA C. FERGUSON
117692
LICENSED PROFESSIONAL ENGINEER

SHEET C-303
7 OF 13

File: C:\Users\vmcdaniel\AppData\Local\Temp\AcPublish_2308\C-302-303 DEMO & PVMT Repair.dwg Jul 08, 2021 - 4:24pm vmcDaniel



MASTER WATER LAYOUT NOTES:

A. ALL HORIZONTAL SEPARATION DIMENSIONS BETWEEN NEW AND EXISTING UTILITIES ARE APPROXIMATE.

B. ALL PROPOSED WATER IMPROVEMENTS ARE TO CONNECT TO EXISTING WATER SYSTEM REGARDLESS OF DIMENSIONS SHOWN.

C. ALL VALVES ARE TO BE LOCATED ADJACENT TO FITTINGS UNLESS OTHERWISE NOTED

D. ALL FIRE HYDRANTS ARE TO BE PAINTED YELLOW PRIOR TO DELIVERY BY SUPPLIER TO CONTRACTOR OR JOB SITE.

E. INSTALL TRACER TAPE AND TRACER WIRE ALONG ALL UNDERGROUND WATER PIPE IN COMPLIANCE WITH CITY DETAILS (LIST DETAILS).

F. ALL THRUST BLOCKING AT FITTINGS IS TO BE FORMED WHEN PLACED.

G. ALL WATER LATERALS AND METERS ARE 1" UNLESS OTHERWISE NOTED.

PACKET 10.294 September 14, 2021

811 Know what's below. Call before you dig.

Description	By	Date	Rev. No.

Drawn By	V. MCDANIEL
Checked By	J. FERGUSON
Approved By	J. FERGUSON
Vert. Scale	1 : 50
Horz. Scale	1 : 50
Job No.	PU19-02
Date	JULY 2021

MIDLAND Engineering Services

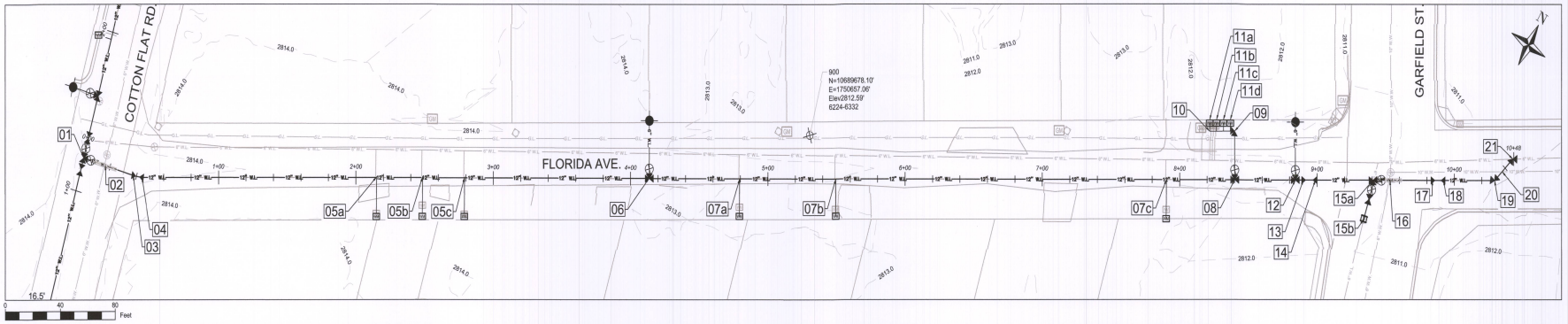
FLORIDA AVE. & COTTON FLAT RD.
WATERLINE IMPROVEMENTS

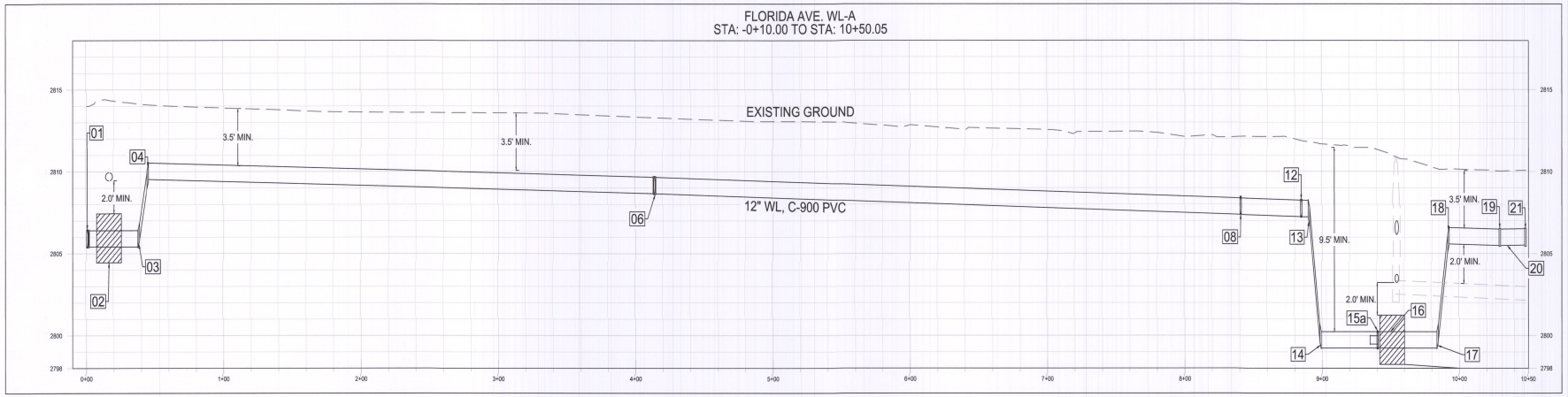
MASTER LAYOUT

STATE OF TEXAS
JOSHUA C. FERGUSON
117692
LICENSED PROFESSIONAL ENGINEER

SHEET C-401
8 OF 13

File: C:\Users\vmcdaniel\AppData\Local\Temp\AcPublish_2308\C-401-501 Master Layout & Plan & Profile.dwg Jul 08, 2021 - 4:24pm vmcDaniel





KEYED NOTES:

01 WL-A STA: 0+00.00 BEGINNING OF WL-A
(WL-B STA: 1+20.72)
N: 10689400.17235
E: 1750206.87629
1 - 12" X 12" TEE (MJ X FL)
1 - 12" GATE VALVE (MJ X MJ)
1 - 12" GATE VALVE (MJ X FL)
WL INV. = 2805.41

02 WL-A STA: 0+16.47
CENTER WATER MAIN PIPE SEGMENT ON WASTEWATER MAIN CROSSING.
MAINTAIN MIN. 2.0' VERTICAL SEPARATION BETWEEN WATER AND WASTEWATER MAIN.
20.0' -20" STEEL CASING PIPE
EG SURFACE = 2814.35
FG SURFACE = 2814.48
WW INV = 2808.32
WL ENCASEMENT CROWN = 2806.32
12 IN. WL INV = 2804.69 (APPROX. 9.8' DEPTH)

03 WL-A STA: 0+38.13
N:10689409.18390
E:1750243.92304
1 - 12" 45° BEND (MJ X MJ)
WL INV. = 2805.41'

04 WL-A STA: 0+48.13
N:10689411.19747
E:1750249.58232
1 - 12" 45° BEND (MJ X MJ)

05 a. WL-A STA: 2+15.02
b. WL-A STA: 2+48.56
c. WL-A STA: 2+79.00
3 - 1" WATER METERS & BOXES
3 - 1" WATER LATERALS (APPROX 23' EA.)

06 WL-A STA: 4+13.61
N:10689596.38701
E:1750569.29426
1 - 12" X 6" TEE (MJ X FL)
34.0' - 6" FIRE LATERAL
1 - 6" GATE VALVE (MJ X FL)
1 - FIRE HYDRANT ASSEMBLY

07 a. WL-A STA: 4+79.48
b. WL-A STA: 5+49.50
c. WL-A STA: 7+90.32
3 - 1" WATER METERS & BOXES
3 - 1" WATER LATERALS (APPROX 23' EA.)

08 WL-A STA: 8+40.13
N:10689810.19245
E:1750938.35799
1 - 12" X 8" TEE (MJ X FL)
1 - 8" GATE VALVE (MJ X FL)
30' - 8" WATER MAIN, N (C900, PVC)

09 WL-A STA: 8+40.02
N:10689835.75709
E:1750923.41688
1 - 8" 90° BEND (MJ X MJ)
18.5' - 8" WATER MAIN, W (C900, PVC)

10 1 - 8" CAP (MJ X MJ)

11 a. WL-A STA: 8+21.58
b. WL-A STA: 8+26.81
c. WL-A STA: 8+31.84
d. WL-A STA: 8+36.88
4 - 1" WATER METERS & BOXES
4 - 1" WATER LATERALS (APPROX 5' EA.)

12 WL-A STA: 8+84.16
N:10689832.26470
E:1750976.45836
1 - FIRE HYDRANT ASSEMBLY
1 - 12" X 6" TEE (MJ X FL)
37.0' - 6" FIRE LATERAL (C900, PVC)
1 - 6" GATE VALVE (MJ X FL)

13 WL-A STA: 8+90.65
N:10689835.51741
E:1750982.07248
1 - 12" 45° BEND (MJ X MJ)

14 WL-A STA: 8+98.25
N:10689839.33141
E:1750988.65128
1 - 12" 45° BEND (MJ X MJ)
WL INV. = 2799.23'

15a WL-A STA: 9+40.83
N:10689860.68306
E:1751025.48118
1 - 12" X 6" TEE (MJ X FL)
1 - 12" GATE VALVE (MJ X MJ)

(15a CONTINUED)
1 - 6" GATE VALVE (MJ X FL)
1 - 6" 22.5° BEND (MJ X MJ)
19.5' - 6" WATER MAIN. S (C900, PVC)
WL INV. = 2799.23'

15b WL-A STA: 9+34.03 OFFSET:23.93'
N:10689836.57000
E:1751031.60600
1 - 12" 45° BEND (MJ X MJ), S (MJ X MJ)
27' - 6" WATER MAIN,S (C900, PVC)
1 - 12" 45° BEND (MJ X MJ)
1 - 6" DRESSER COUPLING, S
CONNECT TO EXISTING 6" WATER MAIN.
ANTICIPATED CONNECTION DEPTH APPROXIMATELY 3.5'.

16 WL-A STA: 9+53.10
PIPE ENCASE WATER MAIN.
CENTER WATER MAIN PIPE SEGMENT ON WASTEWATER MAIN CROSSING.
MAINTAIN MIN. 2.0' VERTICAL SEPARATION
BETWEEN WATER CASING AND WASTEWATER MAIN.
20.0' - 20" STEEL CASING PIPE
EG SURFACE = 2810.93
WW INV = 2802.83
WL ENCASEMENT CROWN = 2800.83
12 IN. WL INV = 2799.23 (APPROX. 11.7 DEPTH)

17 WL-A STA: 9+84.08
N:10689882.37900
E:1751062.90448
1 - 12" 45° BEND (MJ X MJ)
WL INV. = 2799.23'

18 WL-A STA: 9+91.84
N:10689886.26824
E:1751069.61307
1 - 12" 45° BEND (MJ X MJ)

19 WL-A STA: 10+29.22
N:10689905.10735
E:1751101.87983
1 - 12" 45° BEND (MJ X MJ)

20 WL-A STA: 10+36.98
CENTER WATER MAIN PIPE SEGMENT ON WASTEWATER MAIN CROSSING.
MAINTAIN MIN. 2.0' VERTICAL SEPARATION BETWEEN WATER CASING AND WASTEWATER MAIN.
EG SURFACE = 28010.05
WL INV. = 2805.51
WW ToP = 2803.03

21 WL-A STA: 10+47.90 END OF WL-A
N:10689923.14747
E:1751106.79790
1 - 12" 45° BEND (MJ X MJ)
CONNECT TO EXISTING 12" WATER MAIN.
ANTICIPATED CONNECTION DEPTH APPROXIMATELY 3.5'.

PACKET 10.295 September 14, 2021

811 Know what's below. Call before you dig.

Description	By	Date	Rev. No.

Drawn By V. MCDANIEL
Checked By J. FERGUSON
Approved By J. FERGUSON
Vert. Scale 1 : 4
Horz. Scale 1 : 40
Job No. PU19-02
Date JULY 2021

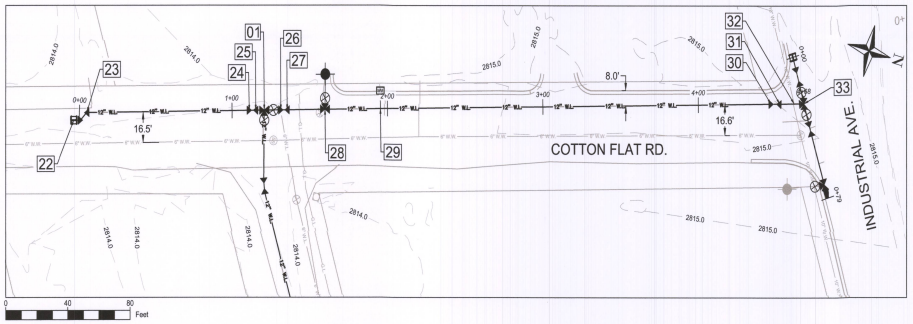
MIDLAND Engineering Services

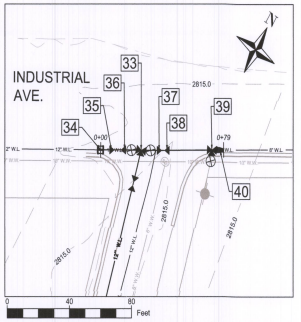
FLORIDA AVE. & COTTON FLAT RD
WATER MAIN IMPROVEMENTS
PLAN & PROFILE

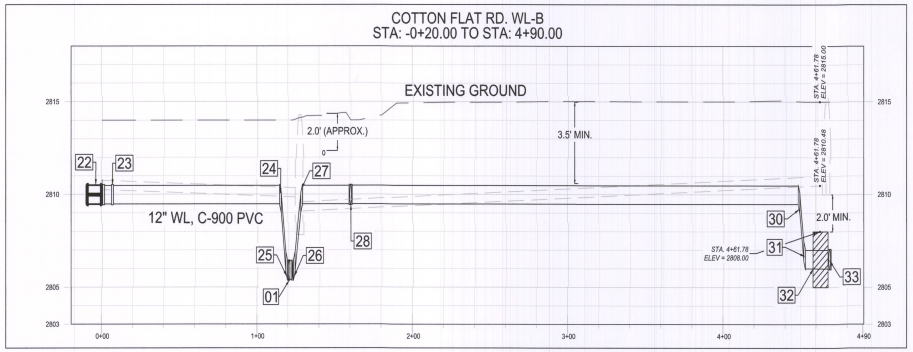
STATE OF TEXAS
JUL 22 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

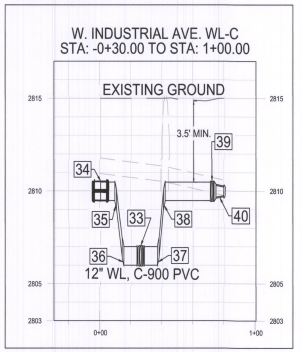
SHEET C-501
9 OF 13

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KEYED NOTES:

22 WL-B STA: 0+00.00
BEGINNING OF WL-B
N:10689282.70104
E:1750241.78208
1 - 12" 45° BEND (MJ X MJ)
1 - 12" DRESSER COUPLING
CONNECT TO EXISTING 12" WATER MAIN. ANTICIPATED CONNECTION DEPTH APPROXIMATELY 3.5'.

23 WL-B STA: 0+06.53
N:10689289.70097
E:1750235.80297
1 - 12" 45° BEND (MJ X MJ)

24 WL-B STA: 1+15.05
N:10689394.68803
E:1750208.31489
1 - 12" 45° BEND (MJ X MJ)

25 WL-B STA: 1+18.98
N:10689398.48802
E:1750207.31089
1 - 12" 45° BEND (MJ X MJ)
WL INV. = 2805.41

01 WL-B STA: 1+20.72
(WL-A STA: 0+00.00)
(SEE C-501)

26 WL-B STA: 1+23.95
N:10689403.31394
E:1750206.12600
1 - 12" 45° BEND (MJ X MJ)
WL INV. = 2805.41

27 WL-B STA: 1+28.12
N:10689407.31961
E:1750204.95973
1 - 12" 45° BEND (MJ X MJ)

28 WL-B STA: 1+59.79
N:10689437.97255
E:1750197.00101
1 - FIRE HYDRANT ASSEMBLY
1 - 12" X 6" TEE (MJ X FL)
1 - 6" GATE VALVE (MJ X FL)
22.5' - 6" FIRE LATERAL (C900, PVC)

29 WL-B STA: 1+95.38
1 - 1" WATER METER & BOX
1 - 10' WATER LATERAL

30 WL-B STA: 4+48.42
N:10689717.22687
E:1750124.06288
1 - 12" 45° BEND (MJ X MJ)

31 WL-B STA: 4+51.56
N:10689720.27018
E:1750123.25706
1 - 12" 45° BEND (MJ X MJ)
WL INV. = 2805.41

32 WL-B STA: 4+61.78
CENTER WATER MAIN PIPE SEGMENT ON WASTEWATER MAIN CROSSING. MAINTAIN MIN. 2.0' VERTICAL SEPARATION BETWEEN WATER AND WASTEWATER MAIN.
20.0' -20" STEEL CASING PIPE
EG SURFACE = 2815.00
WW INV = 2810.48
WL ENCASEMENT CROWN = 2808.00
12 IN. WL INV = 2806.00 (APPROX. 9' DEPTH)

33 WL-B STA: 4+68.10 END OF WL-B
(WL-C STA: 0+25.91)
N:10689736.14346
E:1750118.84665
1 - 12" X 12" TEE (MJ X FL)
2 - 12" GATE VALVE (MJ X MJ)
WL INV. = 2806.00

KEYED NOTES:

34 WL-C STA: 0+00.00
BEGINNING OF WL-C
N:10689723.17757
E:1750096.41189
1 - 12" DRESSER COUPLING
CONNECT TO EXISTING 12" WATER MAIN ANTICIPATED CONNECTION DEPTH APPROXIMATELY 3.5'

35 WL-C STA: 0+10.26
N:10689728.32423
E:1750105.29146
1 - 12" 45° BEND (MJ X MJ)

36 WL-C STA: 0+14.5
N:10689730.56279
E:1750108.89260
1 - 12" 45° BEND (MJ X MJ)
WL INV. = 2806.00

37 WL-C STA: 0+37.17
N:10689741.77929
E:1750128.58892
1 - 12" 45° BEND (MJ X MJ)
WL INV. = 2806.00

38 WL-C STA: 0+41.04
N:10689743.80439
E:1750131.89433
1 - 12" 45° BEND (MJ X MJ)

39 WL-C STA: 0+71.72
N:10689759.54783
E:1750158.22768
1 - FIRE HYDRANT ASSEMBLY
1 - 12" X 6" TEE (MJ X FL)
1 - 6" GATE VALVE (MJ X FL)
22.5' - 6" FIRE LATERAL (C900, PVC)

40 WL-C STA: 0+73.73 END OF WL-C
N:10689760.64378
E:1750159.90988
1 - 12" X 8" REDUCER (MJ X MJ)
CONNECT TO EXISTING 12" WATER MAIN. ANTICIPATED CONNECTION DEPTH APPROXIMATELY 5.6'

811 Know what's below. Call before you dig.

Description	Date	By

Drawn By V. MCDANIEL
Checked By J. FERGUSON
Approved By J. FERGUSON
Vert. Scale 1 : 4
Horz. Scale 1 : 40
Job No. PU19-02
Date JULY 2021
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MIDLAND Engineering Services

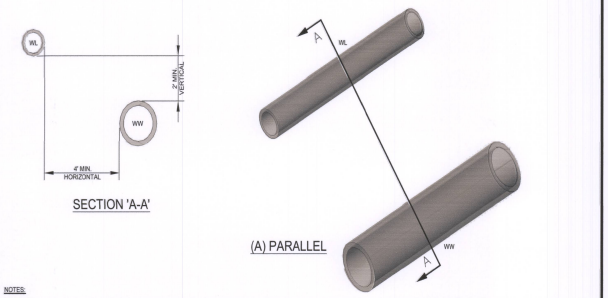
FLORIDA AVE. & COTTON FLAT RD
WATER MAIN IMPROVEMENTS

PLAN & PROFILE

STATE OF TEXAS
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER
Jul 08, 2021

SHEET C-502
10 OF 13

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SECTION 'A-A'

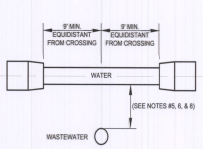
(A) PARALLEL

NOTES:

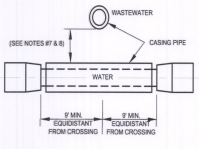
1. SEE CITY DETAIL 807 FOR NEW PETROLEUM OR NATURAL GAS LINE REQUIREMENTS WHEN IN PARALLEL WITH A WATER MAIN. REQUIREMENTS FOR WATER MAINS IN PARALLEL WITH PETROLEUM OR NATURAL GAS LINES ARE THE SAME AS WHEN THEY ARE PARALLEL WITH WASTEWATER MAINS UNLESS STATED OTHERWISE IN CITY DETAIL 807.
2. IF AN EXISTING PETROLEUM OR NATURAL GAS LINE PREDATES A PUBLIC ROW OR EASEMENT THAT THE WATER MAIN IS LOCATED IN THEN THE WATER MAIN DESIGN AND CONSTRUCTION MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS AS PER THE PETROLEUM OR NATURAL GAS LINE OWNERS STANDARDS.
3. WASTEWATER MAINS AND MANHOLES MUST BE LOCATED AT LEAST 9.0' FROM ALL WATER MAINS IN ALL DIRECTIONS. IF THIS IS NOT POSSIBLE THEN AN ENGINEERING REPORT IS REQUIRED PER TAC TO JUSTIFY WHY, AND THE REQUIREMENTS OF THIS DETAIL WILL APPLY. THIS DETAIL IS INTENDED TO COMPLY WITH TAC 217.53(d) AND TAC 290.44(e). IF TAC AND THIS DETAIL DIFFER THEN THE MORE RESTRICTIVE STANDARD GOVERNS.
4. WHERE WATER MAINS ARE LOCATED IN PARALLEL WITH NEW WASTEWATER MAINS, WASTEWATER MAINS MUST BE CONSTRUCTED AT LEAST 150 PSI PRESSURE CLASS, CORROSION RESISTANT, NON-BRITTLE PIPE SUCH AS CIP, DIP, OR PVC PIPE THAT IS DESIGNED TO SEAL AT ATMOSPHERIC PRESSURE. EXISTING WASTEWATER MAINS IN PARALLEL THAT ARE LEAKING OR ARE DISTURBED AND THEN BEGIN TO LEAK MUST BE REPLACED WITH 150 PSI PRESSURE-RATED PIPE.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	PARALLEL WATER & WASTEWATER SPACING		306
APPROVED: MCC			

NEW WATER OVER WASTEWATER



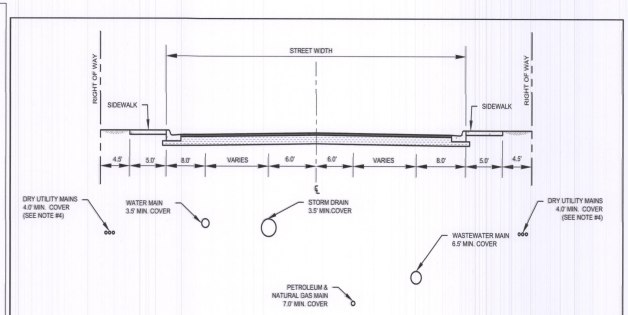
NEW WATER UNDER WASTEWATER



NOTES:

1. SEE CITY DETAIL 309 FOR NEW WASTEWATER MAIN REQUIREMENTS AT WATER MAIN CROSSINGS.
2. WASTEWATER MAINS AND MANHOLES MUST BE LOCATED AT LEAST 9.0' FROM ALL WATER MAINS IN ALL DIRECTIONS. IF THIS IS NOT POSSIBLE THEN AN ENGINEERING REPORT IS REQUIRED PER TAC TO JUSTIFY WHY, AND THE REQUIREMENTS OF THIS DETAIL WILL APPLY.
3. THIS DETAIL IS INTENDED TO COMPLY WITH TAC 217.53(d) AND TAC 290.44(e). IF TAC AND THIS DETAIL DIFFER THEN THE MORE RESTRICTIVE STANDARD GOVERNS.
4. CENTER NEW WATER MAIN PIPE SEGMENT ON CROSSING SO THAT ALL PIPE SEGMENT JOINTS ARE EQUIDISTANT AND AT LEAST 9.0' HORIZONTALLY FROM THE CENTERLINE OF THE CROSSING. NEW WATER MAIN IS TO CROSS WASTEWATER MAIN AT 90° ANGLE.
5. NEW WATER MAINS ARE TO HAVE NO LESS THAN 2.0' VERTICAL SEPARATION OVER THE OUTER EDGE OF ANY EXISTING NON-PRESSURE RATED WASTEWATER MAIN, AND NO LESS THAN 0.5' VERTICAL SEPARATION OVER THE OUTER EDGE OF ANY EXISTING PRESSURE-RATED (150 PSI) WASTEWATER MAIN.
6. VERTICAL SEPARATION DIMENSION REQUIREMENTS FOR NEW WATER MAINS CROSSING OVER NEW WASTEWATER MAINS ARE COVERED IN CITY DETAIL 309.
7. NEW WATER MAIN CROSSING BENEATH NEW OR EXISTING WASTEWATER MAIN TO HAVE NO LESS THAN 2.0' VERTICAL SEPARATION FROM WASTEWATER MAIN WITH MINIMUM 18.0' LONG PIPE ENCASEMENT CENTERED ON THE CROSSING. SEE CITY DETAIL 805 FOR PIPE CASING.
8. VERTICAL SEPARATION DIMENSIONS TO BE MEASURED FROM OUTER EDGE OF ALL PIPE ENCASEMENTS..
9. WHEN CROSSING AN EXISTING WASTEWATER MAIN AND IT IS DISTURBED OR SHOW SIGNS OF LEAKING, THE WASTEWATER MAIN MUST BE REPLACED AT LEAST 9.0' IN BOTH DIRECTIONS FROM THE CROSSING WITH AT LEAST 150 PSI PRESSURE-RATED PIPE EMBEDDED IN CEMENT STABILIZED SAND ENCASEMENT (2.5 SACKS / CUBIC YARD) FOR A TOTAL LENGTH OF ONE PIPE SEGMENT PLUS 1.0' BEYOND THE JOINT ON EACH END.
10. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
11. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

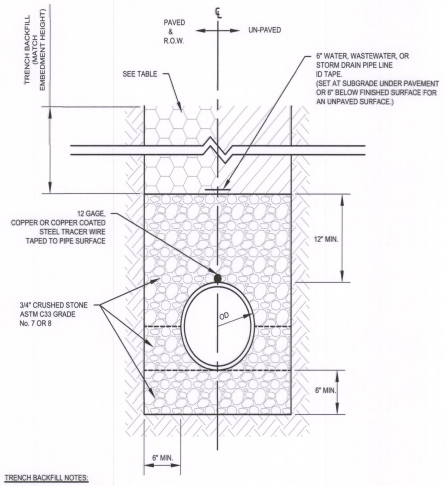
DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	NEW WATER MAIN CROSSING WASTEWATER MAIN		307
APPROVED: MCC			



NOTES:

1. IF A SITE INCLUDES ALLEYS, OR IS ADJACENT TO EXISTING ALLEYS, THEN THE WASTEWATER MAIN IS TO BE LOCATED IN THE ALLEY AND NOT THE STREET RIGHT OF WAY.
2. ALL COVERS ARE FROM THE GUTTER FLOWLINE TO THE TOP OF PIPE.
3. ADDITIONAL UTILITY DEPTH MAY BE REQUIRED TO ACCOMMODATE LATERALS.
4. DRY UTILITY MAINS MUST MAINTAIN 7.0' MINIMUM COVER WHEN CROSSING RIGHT OF WAY. DRY UTILITY SERVICE LATERALS MUST MAINTAIN 2.0' MINIMUM COVER IN THE RIGHT OF WAY.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

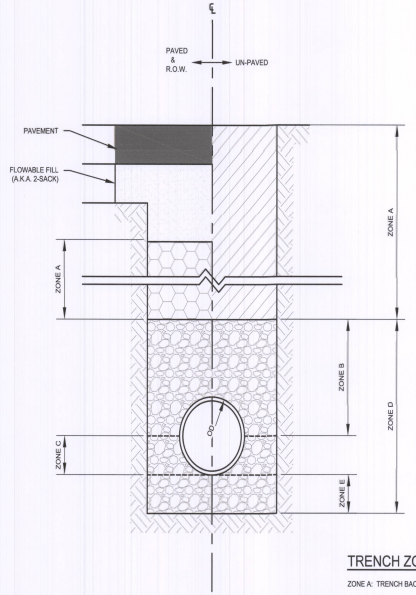
DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	LOCAL STREET UTILITY MAIN SPACING		304
APPROVED: MCC			



TRENCH BACKFILL NOTES:

1. APPLIES TO ALL PIPE TYPES. (DUCTILE IRON, PVC, ETC.)
2. UTILIZE SELECT FILL BACKFILL BENEATH ALL PAVED SURFACES. NATIVE MATERIAL BACKFILL CAN ONLY BE USER FOR UNPAVED TRENCH CONDITIONS IF BACKFILL MATERIAL IS ≤ 30LL AND ≤ 15 PI.
3. NATIVE MATERIAL TO BE EXISTING EXCAVATED SOIL FROM TRENCH WITH ALL MATERIAL BROKEN DOWN ≤ 2".
4. MOISTURE CONDITION ALL BACKFILL MATERIAL PRIOR TO PLACING IN TRENCH.
5. PLACE TRENCH BACKFILL MATERIAL IN MAXIMUM 12" LOOSE LIFTS AND COMPACT TO MAXIMUM 8" COMPACTED LIFTS.
6. REFER TO CITY DETAILS 311 AND 312 FOR TRENCH PAVEMENT REPLACEMENT REQUIREMENTS.
7. PLACE LAYERS B, C, AND E FOUND ON CITY DETAIL 310(B) AS SEPARATE LAYERS.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
TRENCHING AND BEDDING		310(A)



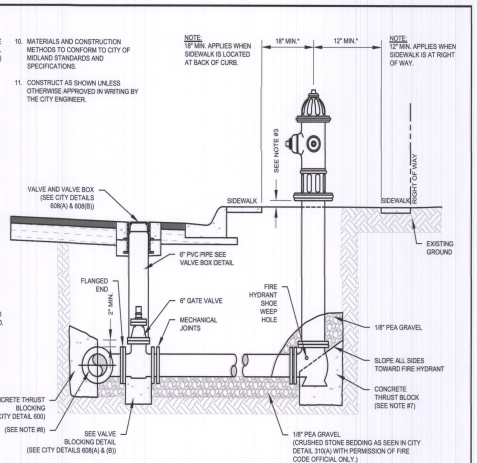
TRENCH ZONES:

ZONE A: TRENCH BACKFILL
ZONE B: PIPE BACKFILL
ZONE C: HAUNCHING
ZONE D: PIPE EMBEDMENT
ZONE E: BEDDING

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
TRENCHING AND BEDDING		310(B)

NOTES:

1. SET ALL VALVE BOXES IN A CONCRETE COLLAR WHEN PLACED AT THEIR FINAL GRADE. (SEE CITY DETAILS 608(A) & (B))
2. ALL CONCRETE PAVEMENT TO BE CLASS "C" CONCRETE, 3600 PSI.
3. LEAVE VALVE BOX 6" TO 10" ABOVE GRADE FOR NEW DEVELOPMENT AND OTHER STREETS AND ALLEYS SCHEDULED FOR IMMEDIATE PAVING UNTIL STREET WORK IS DONE. PAVING CONTRACTOR TO ADJUST VALVE BOX TO FINISHED GRADE BEFORE PLACING LAST COURSE OF HMAC SURFACE.
4. SET FRANGIBLE FLANGE OF FIRE HYDRANT A MINIMUM OF 2" AND A MAXIMUM OF 6" ABOVE SIDEWALK ELEVATION.
5. ON STREETS WHERE NO SIDEWALK IS TO BE CONSTRUCTED, SET CENTERLINE OF FIRE-HYDRANT AT 3' FROM PROPERTY LINE WITHIN RIGHT OF WAY.
6. PLACE FIRE HYDRANT CUT-OFF VALVE A MINIMUM OF 3' FROM THE CENTER LINE OF THE FIRE HYDRANT. THIS MAY REQUIRE THE USE OF A 90° BEND TO OFFSET THE FIRE HYDRANT.
7. SHAPE CONCRETE THRUST BLOCKS SO THAT NO WATER DRAINS ARE BLOCKED.
8. A TEE FITTING IS REQUIRED FOR A CONNECTION TO A NEW WATER MAIN, AND A TAPPING SLEEVE IS REQUIRED FOR A CONNECTION TO AN EXISTING WATER MAIN.
9. DO NOT WRAP FIRE HYDRANT SHOE IN PLASTIC.
10. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
11. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.



DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	FIRE HYDRANT NEW WATER MAIN		603
APPROVED: MCC			

811 Know what's below. Call before you dig.

Description	By	Date	Rev. No.

Drawn By	V. MCDANIEL
Checked By	J.FERGUSON
Approved By	J.FERGUSON
Vert. Scale	NTS
Horz. Scale	NTS
Job No.	PU19-02
Date	JULY 2021

MIDLAND Engineering Services

FLORIDA AVE. & COTTON FLAT RD
WATER MAIN IMPROVEMENTS

STANDARD DETAILS

STATE OF TEXAS
JOSHUA C. FERGUSON
117692
LICENSED PROFESSIONAL ENGINEER
July 07, 2021

SHEET C-601
11 OF 13

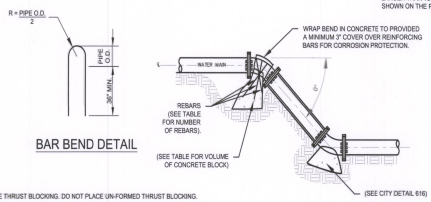
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September 14, 2021

DIA. OF PIPE	DEGREE OF BEND θ							
	11 1/4°		22 1/2°		45°		90°	
	VOLUME BLOCK	REBAR NO. SIZE	VOLUME BLOCK	REBAR NO. SIZE	VOLUME BLOCK	REBAR NO. SIZE	VOLUME BLOCK	REBAR NO. SIZE
4"	3 C.F.	2-#3	6 C.F.	2-#3	12 C.F.	2-#3	22 C.F.	2-#3
6"	7 C.F.	2-#3	13 C.F.	2-#3	26 C.F.	2-#3	1.0 C.Y.	2-#3
8"	12 C.F.	2-#3	24 C.F.	2-#3	2.0 C.Y.	2-#4	3.0 C.Y.	2-#4
10"	19 C.F.	2-#3	1.5 C.Y.	2-#4	3.0 C.Y.	2-#4	5.0 C.Y.	2-#5
12"	1.0 C.Y.	2-#3	2.0 C.Y.	2-#4	4.0 C.Y.	2-#5	7.0 C.Y.	2-#8
14"	1.5 C.Y.	2-#4	3.0 C.Y.	2-#4	5.5 C.Y.	2-#5	"	"
16"	2.0 C.Y.	2-#4	3.5 C.Y.	2-#4	7.0 C.Y.	2-#7	"	"

BLOCK FOR EXTERNAL VERTICAL BENDS
DESIGN PRESSURE 180 PSI

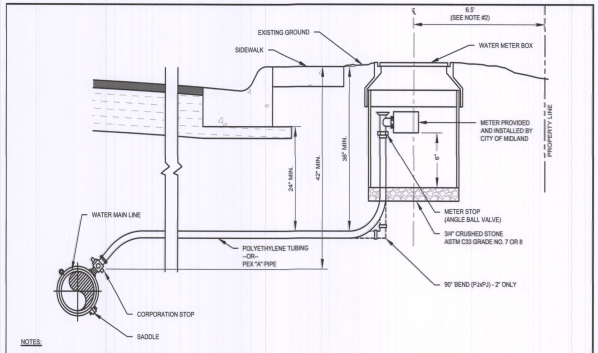
" BLOCKING FOR 14" AND 16" 90° BENDS AND FOR ALL BENDS LARGER THAN 16° WILL BE SHOWN ON THE PLANS.



BAR BEND DETAIL

NOTES:
1. FORM ALL CONCRETE THRUST BLOCKING. DO NOT PLACE UN-FORMED THRUST BLOCKING.
2. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
3. FITTINGS TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	BLOCKING FOR VERTICAL BEND		613
APPROVED: MCC			



NOTES:
1. ALL WATER SERVICES TO BE 1" OR 2" DIAMETER.
2. THE DISTANCE FROM PROPERTY LINE SHOWN IS FOR 5' SIDEWALK AT THE PROPERTY LINE. WHEN 5' SIDEWALK IS PLACED AT THE BACK OF CURB, PLACE METER BOXES A MINIMUM OF 6.5' FROM THE BACK OF CURB.
3. TWO ADJACENT SERVICE LATERALS MAY BE PLACED IN THE SAME TRENCH. EACH TAP MUST BE SEPARATE AND HAVE BOTH A CORPORATION STOP AND A METER STOP. ("BULLHEAD TAPS ARE NOT PERMITTED".)
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

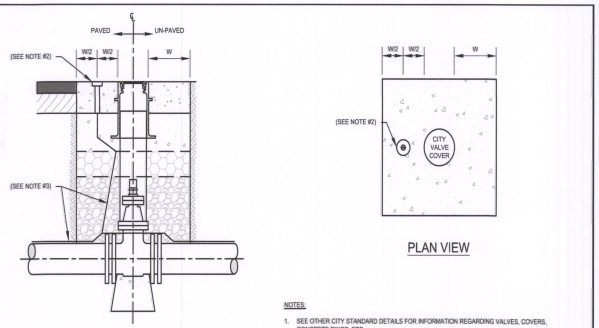
DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	1" AND 2" WATER METER AND SERVICE CONNECTION		604(A)
APPROVED: MCC			

APPROVED COMPONENT LIST

1" WATER METER SERVICE	2" WATER METER SERVICE
SADDLE OPTION 1: DUCTILE IRON W/DUAL BAND CC THREAD STEEL STRAP 1. FORD FCD202 SADDLE 2. MUELLER DR 2 S SERIES 3. A.Y. MCDONALD SERIES 4855A 4. OR APPROVED EQUAL	SADDLE OPTION 1: DUCTILE IRON W/DUAL BAND CC THREAD STEEL STRAP 1. FORD FCD202 SADDLE 2. MUELLER DR 2 S SERIES 3. A.Y. MCDONALD SERIES 4855A 4. OR APPROVED EQUAL
SADDLE OPTION 2: BRASS W/DUAL BAND CC THREAD STEEL STRAP 1. FORD 202BSD SADDLE 2. MUELLER BR 2 S SERIES 3. A.Y. MCDONALD SERIES 3855 4. OR APPROVED EQUAL	SADDLE OPTION 2: BRASS W/DUAL BAND CC THREAD STEEL STRAP 1. FORD 202BSD SADDLE 2. MUELLER BR 2 S SERIES 3. A.Y. MCDONALD SERIES 3855 4. OR APPROVED EQUAL
CORPORATION STOP 1. FORD FB1000-4-G-NL 2. MUELLER B-25008N 3. A.Y. MCDONALD SERIES 74701B-22 1 4. OR APPROVED EQUAL	CORPORATION STOP 1. FORD FB1000-7-G-NL 2. MUELLER B-25009N 3. A.Y. MCDONALD SERIES 74701B-22 2 4. OR APPROVED EQUAL
CURB STOP METER VALVE 1. FORD BA43-444W-G-NL 2. MUELLER B-25172N 3. A.Y. MCDONALD SERIES 74602B-22 1 4. OR APPROVED EQUAL	CURB STOP METER VALVE 1. FORD BFA43-777W-G-NL 2. MUELLER B-25172N 3. A.Y. MCDONALD SERIES 74602B-22 2 4. OR APPROVED EQUAL
WATER METER BOX 1. EAST JORDAN 32197099A02 2. OR APPROVED EQUAL	WATER METER BOX 1. EAST JORDAN 32244000A01 2. OR APPROVED EQUAL
SERVICE LINE PIPE 1. ASTM D-2737 POLYETHYLENE TUBING 2. MUNCI PEX 'A' PIPE 3. OR APPROVED EQUAL	SERVICE LINE PIPE 1. ASTM D-2737 POLYETHYLENE TUBING 2. MUNCI PEX 'A' PIPE 3. OR APPROVED EQUAL

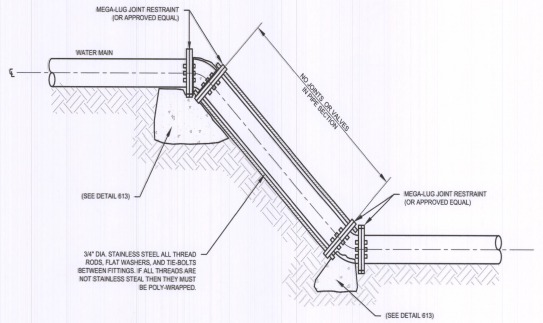
NOTES:
1. ALL COMPONENTS OF ANY WATER METER SERVICE LINE MUST COME FROM THE SAME BRAND WHENEVER POSSIBLE.
2. PLASTIC WRAP ALL SADDLES.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
1" AND 2" WATER METER AND SERVICE CONNECTION		604(B)	



NOTES:
1. SEE OTHER CITY STANDARD DETAILS FOR INFORMATION REGARDING VALVES, COVERS, CONCRETE RINGS, ETC.
2. TRAFFIC RATED COPPERHEAD SNAKEPIT TEST STATION OR APPROVED EQUAL. SET FLUSH WITH FINISHED SURFACE OF CONCRETE RING.
3. TRACER WIRE PER DETAIL 310 (A) TO BE TAPED TO SIDE OF VALVE BOX AND FASTENED SECURELY TO END OF TEST STATION. TRACER WIRE TO REMAIN ENTIRELY COVERED.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	VALVE DETECTOR WIRE END		320
APPROVED: MCC			



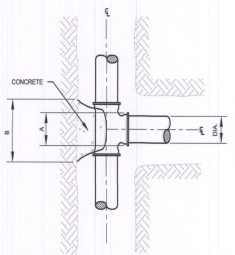
NOTES:
1. FORM ALL CONCRETE THRUST BLOCKING. DO NOT PLACE UN-FORMED THRUST BLOCKING.
2. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
3. FITTINGS TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	WATER MAIN VERTICAL OFFSET		612
APPROVED: MCC			

"T" BLOCKING
DESIGN 180 PSI LINE PRESSURE
SOIL BEARING CAP 2K/SF

"T" RUN DIA.	STEM DIA.	BLOCKING DIMENSIONS		
		A	B	"C"
TEE				
4"	ALL	11"	1'-0"	1'-0"
6"	ALL	1'-2"	1'-7"	1'-0"
8"	ALL	1'-4"	2'-2"	2'-2"
10"	ALL	1'-8"	2'-8"	2'-8"
1'-0"	THRU 8"	1'-10"	1'-10"	1'-8"
1'-0"	OVER 8"	1'-10"	3'-2"	3'-2"
1'-2"	THRU 8"	2'-2"	2'-2"	1'-11"
1'-2"	OVER 8"	2'-2"	3'-8"	3'-8"
1'-4"	THRU 8"	2'-4"	2'-4"	2'-2"
1'-4"	OVER 8"	2'-4"	4'-3"	4'-3"

"C" - VERTICAL DEPTH OF CONCRETE BEARING ON UNDISTURBED EARTH



TEE

NOTE:
1. FORM ALL CONCRETE THRUST BLOCKING. DO NO PLACE UN-FORMED THRUST BLOCKING.
2. BLOCKING FOR TEES LARGER THAN 16" RUN TO BE SHOWN ON THE PLANS.
3. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
4. FITTING TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	BLOCKING FOR TEE		615
APPROVED: MCC			

Know what's below. Call before you dig.

Description	By	Date	Rev. No.

Drawn By	V. MCDANIEL
Checked By	J.FERGUSON
Approved By	J.FERGUSON
Vert. Scale	NTS
Horz. Scale	NTS
Job No.	PU19-02
Date	JULY 2021

MIDLAND Engineering Services

FLORIDA AVE. & COTTON FLAT RD
WATER MAIN IMPROVEMENTS

STANDARD DETAILS

STATE OF TEXAS
JOSHUA C. FERGUSON
117692
LICENSED PROFESSIONAL ENGINEER
07-22-21

SHEET C-602
12 OF 13

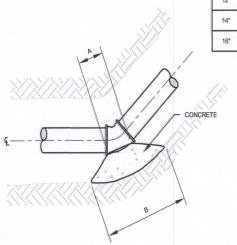
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PACKET 10.298 September 14, 2021

BLOCKING FOR HORIZONTAL BENDS
DESIGN 180 PSI LINE PRESSURE
SOIL BEARING CAP 2K/SF

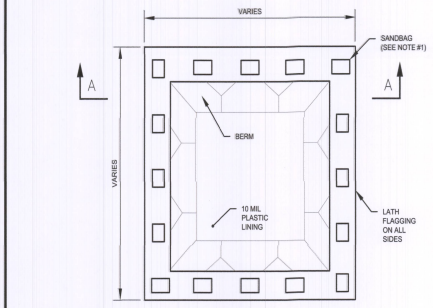
DIA. OF PIPE	DEGREE OF BEND											
	11 1/4°			22 1/2°			45°			90°		
	A	B	*C	A	B	*C	A	B	*C	A	B	*C
4"	0'-4"	1'-0"	1'-0"	0'-5"	1'-0"	1'-0"	0'-6"	1'-0"	1'-0"	0'-11"	1'-3"	1'-3"
6"	0'-7"	1'-0"	1'-0"	0'-7"	1'-0"	1'-0"	0'-8"	1'-5"	1'-5"	1'-3"	1'-11"	1'-11"
8"	0'-8"	0'-10"	1'-2"	0'-9"	1'-4"	1'-4"	0'-10"	1'-10"	1'-10"	1'-6"	2'-6"	2'-6"
10"	0'-10"	1'-0"	1'-5"	0'-11"	1'-8"	1'-8"	1'-1"	2'-4"	2'-4"	1'-11"	3'-2"	3'-2"
12"	1'-0"	1'-3"	1'-8"	1'-1"	2'-0"	2'-0"	1'-3"	2'-10"	2'-10"	2'-2"	3'-10"	3'-10"
14"	0'-11"	1'-5"	1'-11"	1'-1"	2'-4"	2'-4"	1'-3"	3'-3"	3'-3"			
16"	1'-1"	1'-8"	2'-2"	1'-2"	2'-8"	2'-8"	1'-5"	3'-9"	3'-9"			

*C - VERTICAL DEPTH OF CONCRETE BEARING ON UNDISTURBED EARTH

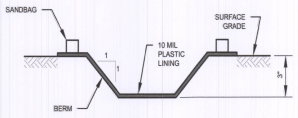


NOTES:
1. FORM ALL CONCRETE THRUST BLOCKING. DO NOT PLACE UN-FORMED THRUST BLOCKING.
2. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
3. FITTING TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	BLOCKING FOR HORIZONTAL BENDS		616
APPROVED: MCC			



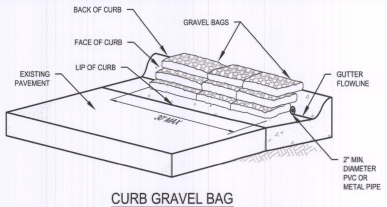
DEPRESSED WASHOUT



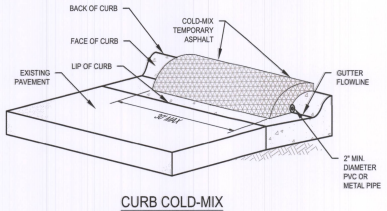
SECTION 'A-A'

NOTES:
1. SECURE WASHOUT STRUCTURES AND LININGS WITH SANDBAGS OR TWO SECURELY FASTENED STAKES AROUND ENTIRE WASHOUT PERIMETER.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
3. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
CONCRETE WASHOUT OPTION 1		704	



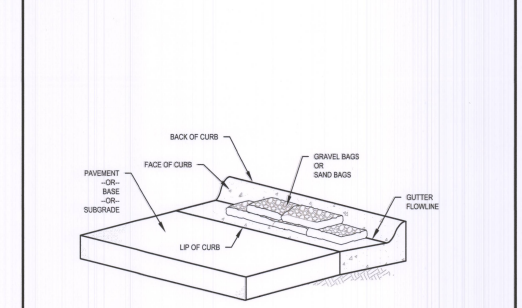
CURB GRAVEL BAG



CURB COLD-MIX TEMPORARY ASPHALT

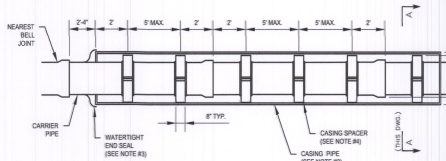
NOTES:
1. UTILIZE THIS DETAIL WHEN ACCESSING PROJECT SITE OVER EXISTING CURB ONLY IF NO USABLE CURB OPENING EXISTS.
2. FILL BAGS TO 60% CAPACITY WITH CLEAN GRAVEL NO LESS THAN 1" DIAMETER AND NO GREATER THAN 2" DIAMETER.
3. PLACE BAGS WITH BAG OPENINGS SECURED AND FACE UP, AND SO THAT EACH BAG IS FLAT AND HAS THE GREATEST POSSIBLE SURFACE AREA CONTACT WITH THE CURB.
4. PLACE BAGS AGAINST THE PIPE AND FACE-OF-CURB . DO NOT PLACE BAGS BEYOND THE LIP-OF-CURB.
5. DO NOT BLOCK ADA RAMPS OR WALKWAYS WITH BAGS.
6. DO NOT PLACE TEMPORARY ASPHALT BEYOND LIP-OF-CURB.
7. PIPE MUST EXTEND ACROSS FULL LENGTH OF TEMPORARY CURB PROTECTION AND BE COMPLETELY EXPOSED AT BOTH ENDS.
8. MINIMUM 4" THICK LAYER OF GRAVEL OR ASPHALT REQUIRED OVER ALL PARTS OF AFFECTED CURB.
9. MAXIMUM WIDTH OF CURB PROTECTION IS 30'.
10. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
11. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
TEMPORARY CURB PROTECTION		713	



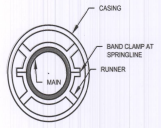
NOTES:
1. FILL BAGS TO 60% CAPACITY WITH EITHER CLEAN GRAVEL OR CLEAN SAND.
2. GRAVEL TO BE NO LESS THAN 1" DIAMETER OR GREATER THAN 2" DIAMETER.
3. PLACE BAGS WITH BAG OPENINGS SECURED AND FACE UP, AND SO THAT EACH BAG IS FLAT AND HAS THE GREATEST POSSIBLE SURFACE AREA CONTACT WITH THE CURB.
4. PLACE BAGS AGAINST THE FACE-OF-CURB AND DO NOT PLACE BAGS BEYOND THE LIP-OF-CURB.
5. DO NOT BLOCK ADA RAMPS OR WALKWAYS WITH BAGS.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
CURB GRAVEL OR SAND BAGS		712	



CROSS SECTION VIEW

NOTES:
1. CASING PIPE TO BE MINIMUM TWO (2) NOMINAL SIZES LARGER IN DIAMETER THAN CARRIER PIPE.
2. CASING PIPE TO BE NO LESS THAN 12" DIAMETER PIPE. 12"-16" DIAMETER CASING PIPE MAY BE STEEL OR PVC PIPE. CASING PIPE LARGER THAN 16" DIAMETER MUST BE STEEL PIPE. STEEL CASING PIPE TO BE MINIMUM 1/4" WALL THICKNESS. PVC CASING PIPE TO BE SDR-26 D2241 OR C-900.
3. CASING PIPE TO BE STEEL OR PVC.
4. WATER TIGHT END SEAL TO BE GROUT OR APPROVED MANUFACTURED SEAL.
5. CASING SPACERS TO BE HOPE OR APPROVED EQUAL, MINIMUM FOUR (4) EQUALLY SPACED RUNNERS, WITH BAND CLAMP JOINT LOCATED AT SPRINGLINE. SPACERS FOR CASING PIPE LARGER THAN 24" DIAMETER REQUIRE MINIMUM SIX (6) EQUALLY SPACED RUNNERS.
6. CASING INSTALLED IN OPEN TRENCH IS TO BE BACKFILLED PER CURRENT CITY STANDARDS FOR AN UN-ENCASED MAIN.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.



SECTION 'A-A'

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	TYPICAL PIPE CASING DETAIL		805
APPROVED: MCC			

Know what's below. Call before you dig.

Description	By	Date	Rev. No.	Date
				JULY 2021
				Job No. PU19-02
				Horz. Scale NTS
				Vert. Scale NTS
				Approved By J.FERGUSON
				Checked By J.FERGUSON
				Drawn By V. MCDANIEL

FLORIDA AVE. & COTTON FLAT RD
WATER MAIN IMPROVEMENTS

STANDARD DETAILS

STATE OF TEXAS
JOSHUA C. FERGUSON
117692
LICENSED PROFESSIONAL ENGINEER

SHEET C-603
13 OF 13

File: C:\Users\vmcdaniel\AppData\Local\Temp\AcPublish_23068\C-601 Standard Details.dwg Jul 08, 2021 - 4:25pm vmcDaniel

City Council Meeting

Item Number: 10

Meeting Date: September 14, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AWARDING A CONTRACT FOR THE FLORIDA AVENUE AND COTTON FLAT ROAD WATER MAIN IMPROVEMENTS PROJECT TO TEC EXCAVATION, INC., FOR A TOTAL COST NOT TO EXCEED $483,444.00; APPROVING $96,688.80 FOR CONTINGENCIES; AND TRANSFERRING FUNDS (DISTRICT 2) (GENERAL SERVICES)

Purpose:

Approval of a resolution authorizing the execution of a contract for the Florida Ave. & Cotton Flat Road Water Main Improvements Project.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the FY2021 Utilities unappropriated fund balance and will be transferred to a project for said purpose in Fund 305.

Discussion:

Motion 082-2021 approved plans and specifications and authorized advertisement for bids for the Florida Avenue and Cotton Flat Road Water Main Improvements Project. The bid request was sent to seventy (70) companies. We received a sole bid. Staff recommends awarding a contract to the sole bidder, TEC Excavation, Inc. for the amount of $483,444.00. Please see the attached memo from Carl Craigo, Utilities Director, for more information.

Therefore, please consider a resolution awarding a contract for the Florida Avenue and Cotton Flat Road Water Main Improvements Project to TEC Excavation, Inc. of Midland, Texas for the amount of $483,444.00. Staff is also requesting as additional $96,688.80 in contingences for a

total cost of $580,132.80.

City Manager's Office

City Council Meeting

Item Number: 11

Meeting Date: September 14, 2021

To: City Council / City Manager

From: Justine Ruff, Director

Subject: **Motion authorizing the execution of a 2022 Routine Airport Maintenance Program Agreement with the Texas Department of Transportation to receive funds in the amount of $25,000.00 for Automated Weather Observing System maintenance and certain other maintenance items at Midland Airpark; and appropriating said funds from the Airport Operating Fund (500) Unappropriated Fund Balance to the 2022 TXDOT RAMP Agreement Project (700317) (District 4) (Airports)**

Purpose:

Motion authorizing the execution of a 2022 Routine Airport Maintenance Program (RAMP) Agreement between the City of Midland, Texas and Texas Department of Transportation to receive funds in the amount of $25,000 to provide Automated Weather Observing System (AWOS) maintenance and various other maintenance items at Airpark.

Recommended City Council Action:

Approve

Fiscal Impact:

$25,000.00 - Airport Funds
$25,000.00 - TxDOT RAMP Funds

APPROPRIATION LANGUAGE:

That the sum of $25,000.00 is hereby appropriated from the Airport Operating Fund (500) Unappropriated Fund Balance to the 2022 TXDOT Ramp Agreement Project (700317)

Discussion:

The TxDOT Routine Airport Maintenance Program (RAMP) Grant is a 50/50 grant from TxDOT to be used on “lower cost” airside and landside improvements. In the past the Department of Airports has used the grant for the cost of the AWOS (Automated Weather Observing System) maintenance at Midland Airpark. The RAMP Grant can also be used for various other maintenance items at Airpark, including pavement crack sealing, pavement markings, drainage maintenance, mesquite tree eradication, repair and maintenance of airport lighting, etc. at a 50/50 match for TxDOT and the Department of Airports.

Tina Daugherty

City Manager’s Office

TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM

(State Assisted Airport Routine Maintenance)

TxDOT Project ID: M2206MDLN

Part I - Identification of the Project

TO: The City of Midland, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the City of Midland, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and the Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the MIDLAND - MIDLAND AIRPARK Airport.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

   State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for fifty percent (50%) of the eligible project costs for this project or $50,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

   Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

   Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2022, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

   It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

   The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

   Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

   The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.

5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.

   The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Sponsor Responsibilities

1. In accepting this Grant, if applicable, the Sponsor guarantees that:

   a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and

   b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and

   c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and

   d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and

   e. through the fence access shall be reviewed and approved by the State; and

f. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and

g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and

h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and

i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or another revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent grant or loan, Sponsor has complied with the requirements of this subparagraph; and

j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and

k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.

l. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.

2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.

3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

   If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.

5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.

6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.

7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

Part IV - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.

2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:

   a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;

   b. enter into contracts as necessary for execution of scope of services;

   c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;

   d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;

   e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

   f. reimburse sponsor for approved contract maintenance costs no more than once a month.

Part V - Recitals

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.

2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.

3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.

   a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.

   b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.

4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.

5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.

6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VI - Acceptances

Sponsor

The City of Midland, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

The City of Midland, Texas

Sponsor

Sponsor Signature

Sponsor Title

Date

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS

TEXAS DEPARTMENT OF TRANSPORTATION

_____

Signature

_____

Title

_____

Date

Attachment A

Scope of Services
TxDOT Project ID: M2206MDLN

Eligible Scope Item	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	$50,000.00	$25,000.00	$25,000.00
TOTAL	$50,000.00	$25,000.00	$25,000.00

_____

Sponsor Signature

_____

Sponsor Title

_____

Date

GENERAL MAINTENANCE: As needed, Sponsor may contract for services / purchase materials for routine maintenance / improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide / application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

TxDOT Project ID: M2206MDLN

The City of Midland, Texas, does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

_____

Sponsor Signature

_____

Sponsor Title

_____

Date

Certification of State Single Audit Requirements

I, _____, do certify that the City of Midland, Texas, will comply with all requirements of the State of Texas Single Audit Act if the City of Midland, Texas, spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the City of Midland, Texas, will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

_____

Sponsor Signature

_____

Sponsor Title

_____

Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID: M2206MDLN

The City of Midland, Texas, designates,

,_____ as the Sponsor's authorized
(Name, Title)

representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

_____

Sponsor Signature

_____

Sponsor Title

_____

Date

DESIGNATED REPRESENTATIVE

_____

First Name, Last Name

_____

Title

_____

_____

Address

_____

Phone Number

_____

Email Address

City Council Meeting

Item Number: 12

Meeting Date: September 14, 2021

To: City Council / City Manager

From: Justine Ruff, Director

Subject: **RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH ONYX GENERAL CONSTRUCTION, LLC, IN THE AMOUNT OF $1,641,882.53 FOR THE SV1A AND SV1B AND ASSOCIATED ROADWAY AND CARGO ROAD RECONSTRUCTION PROJECT AT MIDLAND INTERNATIONAL AIR & SPACE PORT; AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT 4) (AIRPORTS)**

Purpose:

Resolution authorizing the execution of a contract with Onyx General Construction, LLC in the amount of $1,641,882.53 for the SV1A and SV1B and associated Roadway and Cargo Road Reconstruction Project at Midland International Air & Space Port, and appropriate necessary funds.

Recommended City Council Action:

Approve

Fiscal Impact:

FAA Share (100%) – Grant 64	$1,852,638.00
City/Airport Share – FAA Non-Eligible	$ 809,842.22
City/Airport Share – Contingency (both projects)	$ 164,187.78
	$2,826,668.00

Breakout of Costs

Relocate Vehicle Security Access Control Gates SV1A & SV1B and Associated Roadway – FAA Eligible, Grant 64 (#900321-Gates)

Construction Phase Airport Admin Costs	$ 10,000.00
Construction Phase Engineering Fee	$ 91,638.00

Construction Phase Admin/Resident Project Representative (RPR)	$ 225,000.00
Construction Phase Surveying and Testing	$ 75,000.00
Construction Phase Reimbursable Costs	$ 40,000.00
**Construction Improvements Bid	$1,177,040.31
FAA Grant Additional Funds for Construction Phase	$ 233,959.69
Construction Contingency	$ 117,704.00
Total Recommended Construction Phase Appropriation (#900321-Gates)	$1,970,342.00

Cargo Road Reconstruction – FAA Non-Eligible (#900321)

Construction Phase Airport Admin Costs (Audit, etc.)	$ 5,000.00
Construction Phase Engineering Fee	$ 65,000.00
Construction Phase Admin/Resident Project Representative (RPR)	$ 160,000.00
Construction Phase Surveying and Testing	$ 75,000.00
Construction Phase Reimbursable Costs	$ 40,000.00
**Construction Improvement Bid	$ 464,842.22
Construction Contingency	$ 46,483.78
Total Recommended Construction Phase Appropriation	$ 856,326.00

****The sum of the FAA Eligible and FAA Non-Eligible Construction Improvement bids is equal to the contract amount of $1,641,882.53.**

Appropriation Language:

That the sum of $2,826,668.00 is hereby appropriated from the Airport Operating Fund (500) Unappropriated Fund Balance to the SV1A and SV1B and Associated Roadway and Cargo Road Reconstruction Project (900321).

Discussion:

During the June 22, 2021 Council meeting, a motion authorized the advertisement for bids for the Relocate Vehicle Gates SV1A and SV1B and Associated Roadway and Cargo Road Reconstruction Project at MAF. On July 30th, a single bid was submitted and opened for this project. Since only a single bid was received, the FAA requires submission of documentation of a competitive bidding process and a nonrestrictive bid package/scope of improvements. This data was sent to the FAA and they concurred with the approval of the award of the project to the single bidder, Onyx General Contractors, LLC. This project bid proposal had a Proposal A, for FAA Eligible components and a Proposal B for FAA Non-Eligible components. The recommendation for award is for both Proposal A and Proposal B.

This project will relocate the existing vehicle security access control gates SV1A and SV1B located immediately south of the Terminal Building and the associated roadway that provides access to the air carrier ramp. This project is necessary due to the new aircraft boarding Gate #6 with its elevated walkway on the south end of the Terminal. The gate relocation will shift the access gates and roadway further south, preventing vehicles and aircraft equipment using these gates from having to traverse under or navigate around the new Gate #6 passenger boarding

gate. An FAA Grant will cover 100% of the gate relocation cost and some of the roadway expenses, the additional expenses will come from the Airport Fund.

Tina Gaug

City Manager's Office

RESOLUTION NO._____

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH ONYX GENERAL CONSTRUCTION, LLC, IN THE AMOUNT OF $1,641,882.53 FOR THE SV1A AND SV1B AND ASSOCIATED ROADWAY AND CARGO ROAD RECONSTRUCTION PROJECT AT MIDLAND INTERNATIONAL AIR & SPACE PORT; AND APPROPRIATING FUNDS FOR SAID PROJECT

WHEREAS, the City Council approved the plans and specifications and authorized advertisement for bids for the SV1A and SV1B and Associated Roadway and Cargo Road Reconstruction Project at Midland International Air & Space Port; and

WHEREAS, on July 30, 2021, Onyx General Construction, LLC, submitted the sole bid for said project for a total cost of $1,641,882.53, as shown on the bid tabulation attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the City Council finds the price proposed by Onyx General Construction, LLC, for said project to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to award a contract to Onyx General Construction, LLC, for said project and to appropriate necessary funds;

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

SECTION ONE. That the City Manager, or his designee, and the City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Onyx General Construction, LLC, in the amount of $1,641,882.53 for the SV1A and SV1B and Associated Roadway and Cargo Road Reconstruction Project at Midland International Air & Space Port. Said contract shall be on file in the office of the City Secretary, referenced by the date and number of this Resolution.

SECTION TWO. That the sum of $2,826,668.00 is hereby appropriated from the Airport Operating Fund (500) Unappropriated Fund Balance to the SV1A and SV1B and Associated Roadway and Cargo Road Reconstruction Project (900321).

SECTION THREE. That the City Comptroller is hereby authorized and directed to

pay Onyx General Construction, LLC, pursuant to the terms of said contract from funds available in the above-referenced project upon receipt of proper invoices or statements approved by the City Manager or his designee.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Justine Ruff, Director of Airports

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

Parkhill

August 25, 2021

Ms. Justine Ruff
Director of Airports
City of Midland
P.O. Box 60305
Midland, Texas 79711

Re: Midland International Air & Space Port
Relocate Vehicle Security Access Control Gates SV1A & SV1B and Associated Roadway (#900321-Gates)
And
Cargo Road Reconstruction (#900321)
Recommendation for Award of Construction Contract

Dear Ms. Ruff:

We have reviewed the bid received on July 30, 2021 for the above referenced project. The bid appears to have been submitted in accordance with guidelines established in the Bid Documents and those procedures adopted by the City of Midland. We have checked the System for Award Management (SAM) for the low bidder to determine if their company was listed as being debarred or suspended by any Federal department or agency from participating in this project. We were not able to find any data indicating Onyx General Contractors, LLC has been debarred or suspended (see attached).

When we verified the proposal cost using the unit prices provided by Onyx General Contractors in their proposal and the associated item quantity, we found a math error in their total amount for the project. The correct total was about $44,000 less. We contacted Onyx to verify that they agreed with the corrected total calculation using the unit prices they had written into their proposal. They concurred with the corrected total amount. I have attached a copy of the Bid Summary Sheet from the bid opening showing the corrected total amount bid.

Since only a single bid was received, FAA requires submission of documentation of a competitive bidding process and a nonrestrictive bid package/scope of improvements. We sent this data to FAA and they have concurred with approval of award of the project to the single bidder.

The Project Bid Proposal had a Proposal A (FAA Eligible) and a Proposal B (FAA Non-Eligible). The recommendation for Award is for both Proposal A and Proposal B.

We recommend that the Construction Contract for the MAF Relocate Vehicle Security Access Control Gates SV1A & SV1B and Associated Roadway, and Cargo Road Reconstruction be awarded to Onyx General Contractors, LLC of Midland, Texas for a Total Contract Amount of $1,641,882.53.

1700 West Wall Street | Suite 100 | Midland, Texas 79701 | 432.697.1447 Parkhill.com

Parkhill

If you have any questions on the bid received, please don't hesitate to give me a call.

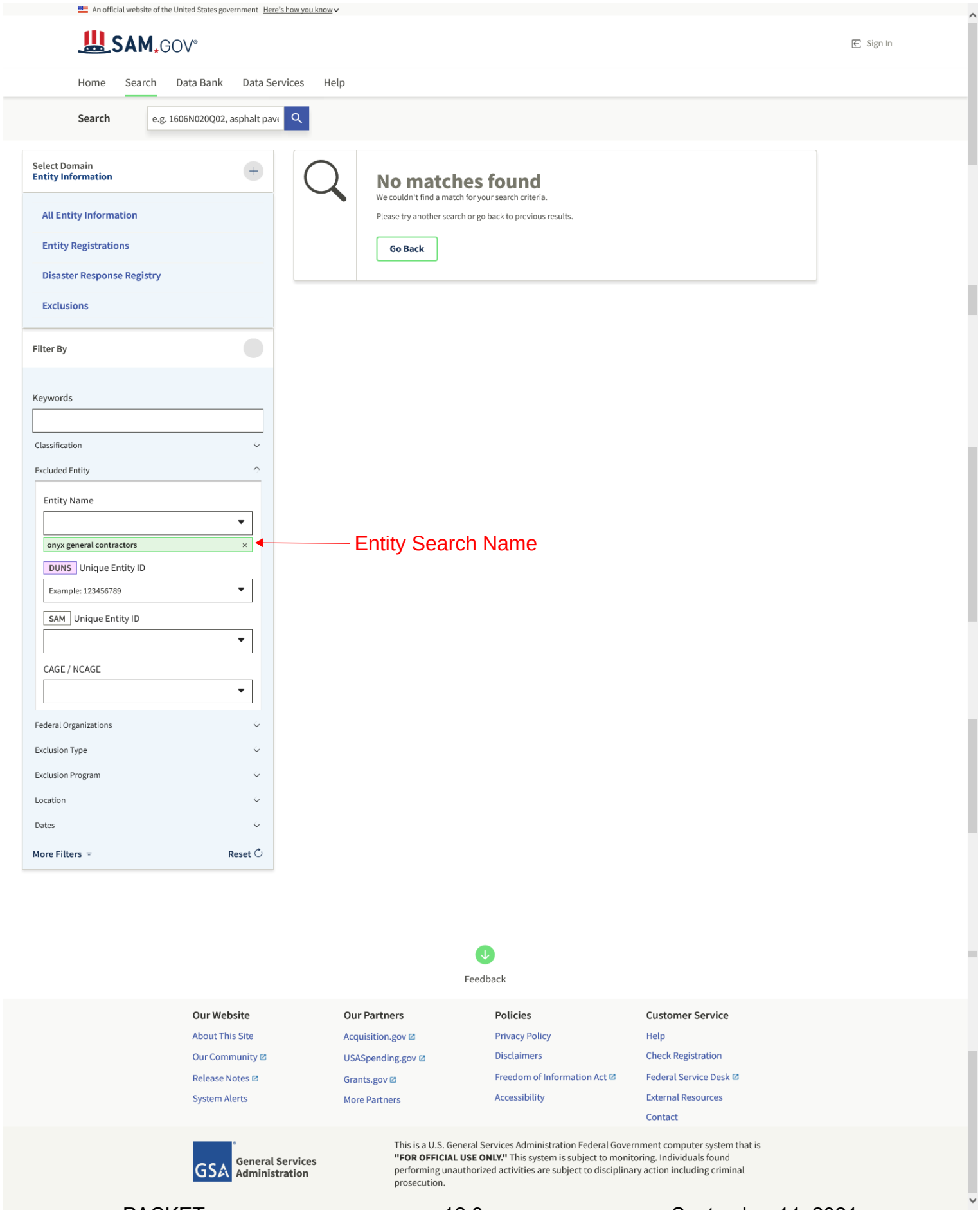
Sincerely,

PARKHILL

By _____
Danny G. Winchester, P.E.
Principal

Enclosures

1700 West Wall Street | Suite 100 | Midland, Texas 79701 | 432.697.1447 Parkhill.com


An official website of the United States government Here's how you know
SAM.GOV
Sign In
Home
Search
Data Bank
Data Services
Help
Search
e.g. 1606N020Q02, asphalt pave
Select Domain
Entity Information
All Entity Information
Entity Registrations
Disaster Response Registry
Exclusions
Filter By
Keywords
Classification
Excluded Entity
Entity Name
onyx general contractors
DUNS Unique Entity ID
Example: 123456789
SAM Unique Entity ID
CAGE / NCAGE
Federal Organizations
Exclusion Type
Exclusion Program
Location
Dates
More Filters
Reset
No matches found
We couldn't find a match for your search criteria.
Please try another search or go back to previous results.
Go Back
Entity Search Name
Feedback
Our Website
About This Site
Our Community
Release Notes
System Alerts
Our Partners
Acquisition.gov
USASpending.gov
Grants.gov
More Partners
Policies
Privacy Policy
Disclaimers
Freedom of Information Act
Accessibility
Customer Service
Help
Check Registration
Federal Service Desk
External Resources
Contact
GSA General Services Administration
This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

Parkhill

MIDLAND INTERNATIONAL AIR & SPACE PORT

MAF RELOCATE VEHICLE SECURITY ACCESS CONTROL GATES SV1A & SV1B AND ASSOCIATED ROADWAY
AND
CARGO ROAD RECONSTRUCTION
Midland, Texas
July 30, 2021 – 2:00 PM

Parkhill Project No. 01.9759.19, 01.9773.20
City Project #900321, #900321-Gates

Bidder	Bid Bond	Addendum 1	Addendum 2	Total Bid
Onyx General Contractors, LLC	X	X	X	~~**$1,685,990.88**~~ **$1,641,882.53**

Parkhill

MIDLAND INTERNATIONAL AIR & SPACE PORT

MAF RELOCATE VEHICLE SECURITY ACCESS CONTROL GATES SV1A & SV1B AND ASSOCIATED ROADWAY
AND
CARGO ROAD RECONSTRUCTION
Midland, Texas
July 30, 2021 – 2:00 PM

Parkhill Project No. 01.9759.19, 01.9773.20
City Project #900321, #900321-Gates

Bidder	Bid Bond	Addendum 1	Addendum 2	Total Bid
Onyx General Contractors, LLC	X	X	X	~~**$1,685,990.88**~~ **$1,641,882.53**

City Council Meeting

Item Number: 13

Meeting Date: September 14, 2021

To: City Council / City Manager

From: Justine Ruff, Director

Subject: **RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH RURAL ELECTRIC, INC., IN THE AMOUNT OF $1,502,264.00 FOR THE AIRFIELD LIGHTING REHABILITATION PROJECT AT MIDLAND INTERNATIONAL AIR & SPACE PORT; AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT 4) (AIRPORTS)**

Purpose:

Resolution authorizing the execution of a contract with Rural Electric, Inc. in the amount of $1,502,264 for the Airfield Lighting Rehabilitation Project at Midland International Air & Space Port, and appropriate necessary funds.

Recommended City Council Action:

Approve

Fiscal Impact:

FAA Share (100%) – Grant 64	$2,151,914.00
City/Airport Share – FAA Non-Eligible	$ 57,764.00
City/Airport Share – Contingency (both projects)	$ 150,226.00
Total	**$2,359,904.00**

Breakout of Costs

Construction Phase Airport Admin Costs	$ 10,000.00
Construction Phase Engineering Fee	$ 115,000.00
Construction Phase Admin/Resident Project Representative (RPR)	$ 200,000.00
Construction Phase Surveying and Testing	$ 60,000.00
Construction Phase Reimbursable Costs	$ 40,000.00
**Construction Improvements Bid – FAA Eligible	$1,444,500.00
**Construction Improvements Bid – FAA Non-Eligible	$ 57,764.00

FAA Grant Additional Funds for Construction Phase	$ 277,414.00
Construction Contingency	$ 150,226.00
Total Recommended Construction Phase Appropriation	**$2,359,904.00**

****The sum of the FAA Eligible and FAA Non-Eligible Construction Improvement bids is equal to the contract amount of $1,502,264.00**

Appropriation Language:

That the sum of $2,359,904.00 is hereby appropriated from the Airport Operating Fund (500) Unappropriated Fund Balance to the MAF Airfield Lighting Rehabilitation Project (700287).

Discussion:

During the June 22, 2021 Council Meeting, a motion authorized the advertisement for bids for the Airfield Lighting Rehabilitation Project at MAF. On July 30th, three bids were submitted and opened for the project. Rural Electric, Inc. was the low bidder with their bid of $1,402,264.00. This project bid proposal had a Schedule 1, for FAA Eligible components and a Schedule 2 for FAA Non-Eligible components. The recommendation for award is for both Schedule 1 and Schedule 2.

The airfield lighting at Midland International Air & Space Port is 12 years old. Obtaining replacement parts for the existing equipment has become an issue due to the age and the fact the manufacturers have developed new versions of the FAA-approved equipment. The original manufacturer of the light fixture stems, frangible couplings and bases can no longer produce this equipment. This project will replace all the runway and taxiway edge light fixtures with new fixtures. This project will also replace the airfield lighting regulators located in the lighting vault. Passenger Facility Charges will pay for all of the Air Carrier Runways and Taxiways on the Airfield, the lighting on the two General Aviation Runways will be paid for with Airport funds.

Tina Daugherty

City Manager's Office

RESOLUTION NO._____

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH RURAL ELECTRIC, INC., IN THE AMOUNT OF $1,502,264.00 FOR THE AIRFIELD LIGHTING REHABILITATION PROJECT AT MIDLAND INTERNATIONAL AIR & SPACE PORT; AND APPROPRIATING FUNDS FOR SAID PROJECT

WHEREAS, the City Council approved the plans and specifications and authorized advertisement for bids for the Airfield Lighting Rehabilitation Project at Midland International Air & Space Port; and

WHEREAS, on July 30, 2021, three (3) bids were opened, with the lowest and most responsible bid was submitted by Rural Electric, Inc., for a total of $1,502,264.00 as shown on the bid tabulation attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the City Council finds the price proposed by Rural Electric, Inc., for said project to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to award a contract to Rural Electric, Inc., for said project and to appropriate necessary funds;

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

SECTION ONE. That the City Manager, or his designee, and the City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Rural Electric, Inc., in the amount of $1,502,264.00 for the Airfield Lighting Rehabilitation Project at Midland International Air & Space Port. Said contract shall be on file in the office of the City Secretary, referenced by the number and date of this Resolution.

SECTION TWO. That the sum of $2,359,904.00 is hereby appropriated from the Airport Operating Fund (500) Unappropriated Fund Balance (35650) to the MAF Airfield Lighting Rehabilitation Project (700287).

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Rural Electric, Inc., pursuant to the terms of said contract from funds available in the above-referenced project upon receipt of proper invoices or statements approved by the City Manager or his designee.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Justine Ruff, Director of Airports

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

Parkhill

August 26, 2021

Ms. Justine Ruff, Director of Airports
City of Midland
PO Box 60305
Midland, Texas 79711

Re: Midland International Air & Space Port
Airfield Lighting Rehabilitation (#700287)
Recommendation for Award of Construction Contract

Dear Ms. Ruff:

We reviewed the bids received July 30, 2021 for the noted Project. All bids submitted met requirements of a Bid Bond, Acknowledgement of Addenda, and Signed Bid Proposal. Low bidder did have inconsistencies in how they completed the Bid Form, so this was reviewed by the City of Midland Legal staff. They gave their approval to accept the Bid Form as completed by the low bidder. We checked the System for Award Management (SAM) for the low bidder to determine if their company was listed as debarred or suspended by any Federal department or agency from participating in this Project. We did not find any data indicating Rural Electric, Inc. has been debarred or suspended (see attached).

I have attached for your use a copy of the Bid Summary Sheet from the bid opening.

The Project Bid Proposal had both Schedule 1 (FAA Eligible) and Schedule 2 (FAA Non-Eligible). The recommendation for Award is for both Schedule 1 and Schedule 2. We recommend the Construction Contract for the MAF Airfield Lighting Rehabilitation be awarded to Rural Electric, Inc. of Mesa, Arizona for a total Contract amount of **$1,502,264.00**.

If you have any questions on bids received or low bidder, please don't hesitate to give me a call.

Sincerely,

PARKHILL

By _____
Danny G. Winchester, P.E.
Principal

Enclosures

1700 West Wall Street | Suite 100 | Midland, Texas 79701 | 432.697.1447 Parkhill.com

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- Entity Registration
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
- Responsibility / Qualification

RURAL ELECTRIC, INC.

DUNS Unique Entity ID
035877869

SAM Unique Entity ID
RTAGR34Q1FU1

CAGE/NCAGE
0C9H9

Physical Address
9502 E Main ST
Mesa, Arizona
85207-8821, United States

Expiration Date: Dec 2, 2021

Registration Status: Active

Purpose of Registration
All Awards

Mailing Address
9502 East Main Street
Mesa, Arizona
85207-8821, United States

*The DUNS number is currently the official Unique Entity ID

Version Current Record

There may be instances when an individual or firm has the same or similar name as your search criteria, but is actually a different party. Therefore, it is important that you verify a potential match with the excluding agency identified in the exclusion's details. To confirm or obtain additional information, contact the federal agency that took the action against the listed party. Agency points of contact, including name and telephone number, may be found by navigating to the Agency Exclusion POCs page within Help.

ACTIVE EXCLUSIONS

There are no active exclusion records associated to this entity by its Unique Entity ID.

INACTIVE EXCLUSIONS

There are no inactive exclusion records associated to this entity by its Unique Entity ID.

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Parkhill

MIDLAND INTERNATIONAL AIR & SPACE PORT (MAF)

AIRFIELD LIGHTING REHABILITATION
Midland, Texas
July 30, 2021 – 2:30 pm

Parkhill Project No. 01605820
City Project No. 700287

BIDDER	BID BOND	ADDENDUM 1	ADDENDUM 2	ADDENDUM 3	ADDENDUM 4	ADDENDUM 5	TOTAL BID
B-C Company	x	x	x	x	x	x	$ 1,918, 281.00
Rural Electric, Inc.	x	x	x	x	x	x	$ 1,502,264.00
F&W Electrical	x	x	x	x	x	x	$ 1,626,261.00

Parkhill

MIDLAND INTERNATIONAL AIR & SPACE PORT (MAF)

AIRFIELD LIGHTING REHABILITATION
Midland, Texas
July 30, 2021 – 2:30 pm

Parkhill Project No. 01605820
City Project No. 700287

BIDDER	BID BOND	ADDENDUM 1	ADDENDUM 2	ADDENDUM 3	ADDENDUM 4	ADDENDUM 5	TOTAL BID
B-C Company	x	x	x	x	x	x	$ 1,918, 281.00
Rural Electric, Inc.	x	x	x	x	x	x	$ 1,502,264.00
F&W Electrical	x	x	x	x	x	x	$ 1,626,261.00

Exhibit A

Parkhill.com

City Council Meeting

Item Number: 14

Meeting Date: September 14, 2021

To: City Council / City Manager

From: Morris Williams Jr, Assistant City Manager

Subject: RESOLUTION REQUESTING THE RESALE OF PROPERTY ACQUIRED BY MIDLAND CENTRAL APPRAISAL DISTRICT AT A DELINQUENT TAX SALE (DISTRICT 2) (CITY MANAGER)

Purpose:

Resolution requesting a Sheriff's resale of property acquired by the Midland Central Appraisal District, as Trustee, at a Delinquent Tax Sale; Property: Lot 4, Block 8, Greenwood Addition to the City of Midland, Midland County, Texas, commonly known as 306 South Stonewall, Tax Account R000023379.

Recommended City Council Action:

Approve

Fiscal Impact:

None

Discussion:

The Appraisal District holds title to the property described in the attached Resolution as Trustee, in trust, for the use and benefit of the respective taxing units which levy taxes on the property. At the initial tax sale, the property did not receive a sufficient bid and the property was bed off in trust to the Appraisal District, as Trustee, as provided for by Section 34.01(j) of the Texas Tax Code. An attempt should be made to resale the "trust" property to obtain proceeds from the immediate resale of the property and to transfer title to persons who will pay taxes on the property in the future. Currently, the property is exempt from taxation.



City Manager's Office

RESOLUTION NO. _____

RESOLUTION REQUESTING THE RESALE OF PROPERTY ACQUIRED BY MIDLAND CENTRAL APPRAISAL DISTRICT AT A DELINQUENT TAX SALE

WHEREAS, Lot 4, Block 8, Greenwood Addition to the City of Midland, Midland County, Texas (Tax Account #R23379), commonly known as 306 South Stonewall, being that property more particularly described in Volume 897, Page 566 and Document No. 2016-178 of the Deed Records of Midland County, Texas, was offered for sale by the Sheriff of Midland County, Texas at a public auction on December 1, 2015, pursuant to a judgment entered by the District Court of Midland County in Cause No. TX13681 for foreclosure of tax liens to collect delinquent taxes; and

WHEREAS, the property did not receive a sufficient bid at the public auction as set by law and was struck off to Midland Central Appraisal District, Trustee, for the use and benefit of Midland Independent School District, the City of Midland, Texas, Midland County Hospital District, Midland College District, and the County of Midland, pursuant to Section 34.01(j), Texas Tax Code; and

WHEREAS, Texas Tax Code Section 34.05(c) and (d) provides that any taxing unit that is entitled to receive proceeds from the resale of the property may request that the Sheriff sell the property at a public sale to the highest bidder with no minimum bid required; and

WHEREAS, it is in the best interest of the City of Midland, Texas, and all the other respective taxing units in Midland County to resale this property to a person who will pay taxes on the property in the future, maintain the property, and to obtain the proceeds from the immediate resale of this property;

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

SECTION ONE. That the City of Midland, Texas, does hereby request the Sheriff of Midland County, Texas to conduct a public sale in the manner prescribed by the Texas Rules of Civil Procedure and Section 34.05(c) and (d) of the Texas Tax Code and sell the

property to the highest bidder for cash with a minimum bid of $2,000.

SECTION TWO. That the Mayor and the City Manager are hereby authorized and directed to execute all documents necessary and appropriate to effectuate the administration of said funds.

SECTION THREE. That the Chairman of the Board of Directors of the Midland Central Appraisal District and/or the Sheriff of Midland County are authorized to execute a deed without warranty or a Sheriff's Tax Resale Deed required to convey the property sold pursuant to this Resolution.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

City Council Meeting

Item Number: **15**

Meeting Date: **September 14, 2021**

To: **City Council / City Manager**

From: **Whitney Craig, Manager, Health and Senior Services**

Subject: **Motion authorizing the acceptance of grant funds from the Texas Department of State Health Services in the following amounts and for the following purposes: $150,358.00 to assist the City of Midland Health Services Division (the "City") with the delivery of immunization services; $57,521.00 to assist the City with the funding and delivery of immunization/COVID-19 services; $105,462.00 to assist the City with the funding and delivery of public health emergency preparedness services; $111,630.00 to assist the City with the funding and delivery of local public health services; $350,000.00 to assist the City with the funding and delivery of public health workforce services; and $97,801.00 to assist the City with the funding of an Infectious Disease Control Unit and/or related COVID-19 services; authorizing the City Manager or his designee to execute all necessary acceptance documents; and authorizing and directing the City Treasurer to deposit said grant funds into the General Fund (District: All) (Community Services)**

Purpose:

Motion authorizing the acceptance of reimbursement funds from the Texas Department of State Health Services in the following amounts for the following purposes: $150,358.00 to assist the City of Midland Health Services Division (City) with delivery of Immunization Services; $57,521.00 to assist the City with the delivery of Immunization/COVID-19 services; $105,462.00 to assist the City with delivery of Public Health Emergency Preparedness Services; $111,630.00 to assist the City with the delivery of the Local Public Health Services; $350,000 to assist the City with the delivery of Public Health Workforce services; and $97,801.00 to assist with the delivery of Infectious Disease Control Unit/COVID-19 services; authorizing the City Manager or his designee to execute all necessary acceptance documents; and authorizing and directing the City Treasurer to deposit the funds into the General Fund

Recommended City Council Action:

Approve

Fiscal Impact:

$872,772.00 in reimbursement funds over a two (2) year period from the Texas Department of State Health Services.

Discussion:

The Midland Health Department is seeking approval for the acceptance of six grants. These funds are instrumental in allowing the City to provide services to the community. The Immunization grant and Public Health Emergency Preparedness grant are accepted annually. The Local Public Health Services grant is accepted bi-annually. The Immunization/COVID-19 grant, Infectious Disease Control Unit/COVID-19 grant, and Public Health Workforce grant are one-time only.

Morris William Jr.

City Manager's Office

City Council Meeting

Item Number: 16

Meeting Date: September 14, 2021

To: City Council / City Manager

From: Whitney Craig, Manager, Health and Senior Services

Subject: **Motion authorizing the acceptance of grant funds from the U.S. Committee for Refugees and Immigrants in the amount of $31,617.00 to assist the City of Midland Health Services Division with the funding and delivery of refugee immunization services; authorizing the City Manager or his designee to execute all necessary acceptance documents; and authorizing and directing the City Treasurer to deposit said grant funds into the General Fund (DISTRICT: ALL) (COMMUNITY SERVICES)**

Purpose:

Motion authorizing the acceptance of grant funds from the U.S. Committee for Refugees and Immigrants in the amount of $31,617.00 to assist the City of Midland Health Services Division with the funding and delivery of refugee immunization services; authorizing the City Manager or his designee to execute all necessary acceptance documents; and authorizing and directing the City Treasurer to deposit said grant funds into the General Fund.

Recommended City Council Action:

Approve

Fiscal Impact:

$31,617.00 in grant funds from the U.S. Committee for Refugees and Immigrants.

Discussion:

The Midland Health Department is seeking approval for the acceptance of this grant. These funds are instrumental in allowing the City to provide services to the community. The Refugee and Immigrants Immunization grant is accepted annually.

Morris Williams Jr.

City Manager's Office

City Council Meeting

Item Number: 17

Meeting Date: September 14, 2021

To: City Council / City Manager

From: Ron Jenkins, Oil and Gas Coordinator

Subject: RESOLUTION APPROVING THE TRANSFER FROM DE3 OPERATING LLC ("OPERATOR") TO PIONEER NATURAL RESOURCES USA, INC. ("TRANSFEREE") OF ALL OF OPERATOR'S OIL AND GAS WELL PERMITS AND ROAD REPAIR AGREEMENTS ASSOCIATED WITH OPERATIONS LOCATED IN SECTION 23, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (DISTRICT 4) (DEVELOPMENT SERVICES)

Purpose:

Resolution approving the transfer of the Oil and Gas Well Permits and Road Repair Agreement issued to DE3 Operating LLC (Current Operator) located in Section 23, Block 40, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas.

Recommended City Council Action:

Approve

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

A letter requesting transfer of permit and road repair agreement from DE3 Operating LLC ("DE3") and Pioneer Natural Resources USA, Inc. ("PNR") has been received. Pioneer Natural Resources USA has provided the necessary instruments required for transfer of permits operated by DE3 Operating and agrees to be bound by the terms and conditions of the current Oil and Gas Well Permits and Road Repair Agreement.

Attachments: Letter Pioneer Natural Resources USA, Inc./DE3 Operating LLC Request; Well List; Compliance Exhibit; Exhibit Map-Overview Well locations.

Robert Patrick

City Manager's Office

RESOLUTION NO. _____

RESOLUTION APPROVING THE TRANSFER FROM DE3 OPERATING LLC ("OPERATOR") TO PIONEER NATURAL RESOURCES USA, INC. ("TRANSFEREE") OF ALL OF OPERATOR'S OIL AND GAS WELL PERMITS AND ROAD REPAIR AGREEMENTS ASSOCIATED WITH OPERATIONS LOCATED IN SECTION 23, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS

WHEREAS, Operator has made a written request to the City of Midland that the transfer to Transferee of all of Operator's oil and gas well permits and road repair agreements associated with operations located in Section 23, Block 40, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas, be approved by the City; and

WHEREAS, the City Council finds it to be in the public interest to approve Operator's transfer to Transferee of said oil and gas well permits and road repair agreements;

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

SECTION ONE. That Operator's transfer to Transferee of all of Operator's oil and gas well permits and road repair agreements associated with operations located in Section 23, Block 40, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas, is hereby approved.

SECTION TWO. That all terms and conditions of said oil and gas well permits and road repair agreements shall remain in full force and effect, and Transferee shall be bound by said terms and conditions.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

PIONEER
NATURAL RESOURCES

July 30, 2021

City of Midland
Attn: Mr. Ron Jenkins, Oil & Gas Coordinator
300 N. Loraine
P.O. Box 1152
Midland, TX 79702

RE: Transfer of Permits

SEC 23, BLOCK 40 T1S, T&P RR CO, A 252, MIDLAND COUNTY

Mr. Jenkins,

Please be advised that as the result of the purchase by Pioneer Natural Resources USA, Inc. ("PNR") of 100% of the equity interest of the parent company of DE3 Operating, LLC. ("DE3") as of May 4, 2021, and a subsequently executed contract operating agreement, PNR now operates all of the Wells and Right-of-Way properties located in the City of Midland that were formerly operated by DE3.

In connection with this transaction, PNR became the operator of the wells effective June 1, 2021. PNR has modified their bonding and insurance in order to operate within the City of Midland. Please find PNR's certificate of insurance and bond(s) enclosed with this letter.

PNR hereby respectfully requests that the Midland City Council approve the proposed transfer of operations and permits for the Wells and Right-of-Way from DE3 to PNR.

DE3 has agreed to transfer all operations and permits (subject to council approval) to PNR and has agreed to assume (subject to council approval) such operations and permits and all related obligations, as evidenced by PNR's joinder in the execution and delivery of this letter.

If you have any questions or need additional information, please do not hesitate to contact Laura Wallace

Sincerely,

Signature: Bonnie S Black
Name: VP DRILLING
Title: BONNIE S BLACK
Date: 8-2-21

DE3 OPERATING, LLC

777 Hidden Ridge | Irving, TX 75038 T 972.444.9001 F 972.969.3587 PXD.COM

PIONEER
NATURAL RESOURCES

The undersigned hereby agrees to being named Operator of the all wells formerly operated by DE3 Operating, LLC. and covered under City of Midland resolutions and city Code 6-1-23, and assumes all obligations thereunder and under the associated Permits.

Pioneer Natural Resources USA, Inc.

By: Laura E Wallace
Name: Laura Wallace
Title: Sr Staff Regulatory Specialist
Date: 8/10/21

Enclosures:

Well List
Right of Way List
Certificate of Insurance
Bond

777 Hidden Ridge | Irving, TX 75038 T 972.444.9001 F 972.969.3570 PXD.COM

COMPLIANCE ACKNOWLEDGEMENT OF DESIGNATED COMPLIANCE REPRESENTATIVE

1. My name is Matt Mathis and I serve as Field Production Operations Manager for Pioneer Natural Resources USA, Inc. ("PNR")

2. I understand and agree that I am responsible for ensuring compliance with all conditions of the Oil and Gas Well Permits for which PNR has herein applied, along with any applicable laws, regulations and ordinances by any and all employees, contractors, or subcontractors of PNR at the oil and gas operations site.

3. I further understand this is my sole obligation in the event I am relieved of these responsibilities, that the name, local address, and local telephone number of my replacement will be provided to the City Secretary. Additionally, our Remote Operations Hub is manned 24/7 and their 24-hour number is 432-571-2666.

Pioneer Natural Resources USA, Inc.

Matt Mathis, Field Production Operations Manager

Midland Office: 432-571-3086

Mobile: 469-203-5174

STATE OF TEXAS

COUNTY OF MIDLAND

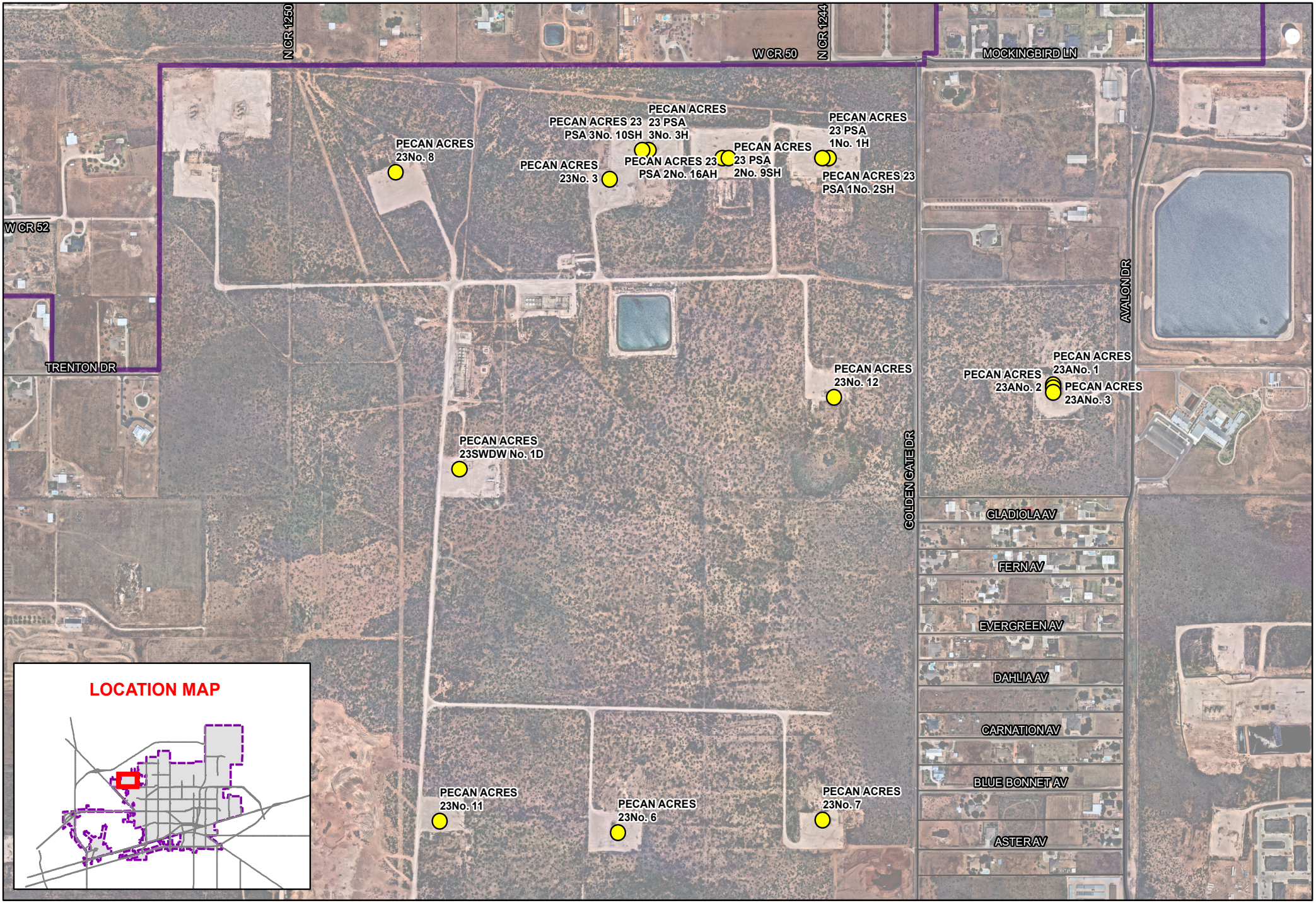
This instrument was acknowledged before me on MARCH 15, 2021 by MATT MATHIS, FIELD PRODUCTION OPERATIONS MANAGER of Pioneer Natural Resources.

(Personalized Seal)

TERESA ANNETTE KNIGHT
Notary ID #132103203
My Commission Expires
July 25, 2023

Notary Public Signature

RRC/SYSTEM WELL NAME	LEGAL LOCATION	API #	APPROVED
PECAN ACRES 23 1D	SEC 23, BLK 40 T1S, T&P RR CO SURVEY	329-38156	6/26/2012
PECAN ACRES 23 3	SEC 23, BLK 40 T1S, T&P RR CO SURVEY	329-37805	4/10/2012
PECAN ACRES 23 6	SEC 23, BLK 40 T1S, T&P RR CO SURVEY	329-37804	4/10/2012
PECAN ACRES 23 7	SEC 23, BLK 40 T1S, T&P RR CO SURVEY	329-38946	3/25/2014
PECAN ACRES 23 8	SEC 23, BLK 40 T1S, T&P RR CO SURVEY	329-38635	8/13/2013
PECAN ACRES 23 11	SEC 23, BLK 40 T1S, T&P RR CO SURVEY	329-38322	1/8/2013
PECAN ACRES 23 12	SEC 23, BLK 40 T1S, T&P RR CO SURVEY	329-37806	4/10/2012
PECAN ACRES 23 PSA 1 1H	SEC 23, BLK 40 T1S, T&P RR CO SURVEY	329-39877	6/9/2015
PECAN ACRES 23 PSA 1 2SH	SEC 23, BLK 40 T1S, T&P RR CO SURVEY	329-39880	6/9/2015
PECAN ACRES 23 PSA 2 9SH	SEC 23, BLK 40 T1S, T&P RR CO SURVEY	329-40608	2/23/2016
PECAN ACRES 23 PSA 2 16AH	SEC 23, BLK 40 T1S, T&P RR CO SURVEY	329-40609	2/23/2016
PECAN ACRES 23 PSA 3 3H	SEC 23, BLK 40 T1S, T&P RR CO SURVEY	329-40981	10/25/2016
PECAN ACRES 23 PSA 3 10SH	SEC 23, BLK 40 T1S, T&P RR CO SURVEY	329-40978	10/25/2016
PECAN ACRES 23A 1	SEC 23, BLK 40 T1S, T&P RR CO SURVEY	329-37761	3/20/2012
PECAN ACRES 23A 2	SEC 23, BLK 40 T1S, T&P RR CO SURVEY	329-37760	3/20/2012
PECAN ACRES 23A 3	SEC 23, BLK 40 T1S, T&P RR CO SURVEY	329-37770	3/20/2012



Date: 8/20/2021

Legend

- DE3 Well
- Street
- City Limits

PACKET 17.9 September 14, 2021

DE3 Operating, LLC. Transferred Well Locations

0 250 500 Feet

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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

City Council Meeting

Item Number: 18

Meeting Date: September 14, 2021

To: City Council / City Manager

From: Ron Jenkins, Oil and Gas Coordinator

Subject: **RESOLUTION GRANTING A VARIANCE FOR AN OIL AND GAS WELL TO BE LOCATED IN SECTION 10, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED 2,080 FEET WEST OF RANKIN HIGHWAY AND 520 FEET SOUTH OF WEST INTERSTATE 20) BY ALLOWING SAID OIL AND GAS WELL TO BE NO CLOSER THAN 333 FEET OF AN OCCUPIED RESIDENCE OR COMMERCIAL STRUCTURE; APPROVING THE ISSUANCE OF A PERMIT TO PERMIAN DEEP ROCK OIL CO., LLC ("OPERATOR") TO DRILL SAID OIL AND GAS WELL WITHIN THE CITY LIMITS; AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT (DISTRICT 2) (DEVELOPMENT SERVICES)**

Purpose:

Resolution approving the issuance of permit Permian Deep Rock Oil Co., LLC for the drilling of the oil and gas well Charger 115 MIPA Unit #H115LS; said well being generally located 2,080 feet west of Rankin Highway and 520 feet south of West I-20. The required 30-day public comment has passed, and the Council may consider this request. Currently no notices of objection received.

Recommended City Council Action:

Approve

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The Oil and Gas Advisory Committee has reviewed the well site in detail and recommends

approval with the addition of one exhibit. A 16 ft. sound wall will be used during drilling and fracing operations being located on the South side of location. The operator has a surface agreement with the surface owner. Previous permits have been approved on this pad site. Receiving support of the Oil & Gas Advisory Committee, Permian Deep Rock Oil is requesting the following variances:

(1) Permian Deep Rock Oil Company requests variance to residence or commercial structure within 333 feet.
(2) Permian Deep Rock Oil Company requests to allow for twenty-four-hour fracing operations.
(3) Permian Deep Rock Oil Company requests variance for fence of the drill pad instead of individual well.
(4) Permian Deep Rock Oil Company requests a variance to the requirement of landscaping and irrigation since city water is not available.
(5) Permian Deep Rock Oil Company requests variance to the Road Repair Agreement due to no city streets will be used.

Attachments: Applications; Location maps; Exhibit - Drill site maps, Exhibit – Flow Line Location;

Robert Patrick

City Manager's Office

RESOLUTION NO. _____

RESOLUTION GRANTING A VARIANCE FOR AN OIL AND GAS WELL TO BE LOCATED IN SECTION 10, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED 2,080 FEET WEST OF RANKIN HIGHWAY AND 520 FEET SOUTH OF WEST INTERSTATE 20) BY ALLOWING SAID OIL AND GAS WELL TO BE NO CLOSER THAN 333 FEET OF AN OCCUPIED RESIDENCE OR COMMERCIAL STRUCTURE; APPROVING THE ISSUANCE OF A PERMIT TO PERMIAN DEEP ROCK OIL CO., LLC ("OPERATOR") TO DRILL SAID OIL AND GAS WELL WITHIN THE CITY LIMITS; AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT

WHEREAS, on December 8, 2009, the City Council of the City of Midland duly approved Ordinance No. 8769 which amended Title VI, "Police Regulations,"Chapter 1, "General Offenses," of the City Code of Midland, Texas, so as to establish Section 23, "Oil and Gas Well Permits issued on or after January 1, 2010," which governs the granting or rejecting of Oil and Gas Well Permits; and

WHEREAS, the purpose of said section is to establish reasonable and uniform limitations, safeguards, and regulations for present and future operations related to the exploring, drilling, developing, producing, transporting and storing of oil or gas or other substances produced in association with oil and gas within the City of Midland to protect the health, safety, and general welfare of the public and the orderly development of the City of Midland; abate or prevent potential public nuisances; minimize the potential adverse impact to surface and mineral owners, protect the quality of the environment and encourage the orderly production of available mineral resources; and

WHEREAS, Section 6-1-23(C) of the City Code of Midland, Texas, makes it an offense to knowingly drill or participate in the drilling of any well or to re-enter any well within the corporate limits of the City of Midland without a permit having first been issued by the authority of the City Council; and

WHEREAS, Operator has submitted an application to the City of Midland to drill an

oil and gas well on the property described in Section Two hereof; and

WHEREAS, pursuant to Section 6-1-23(H)(2)(a) of the City Code of Midland, Texas, Operator has requested a variance in order to allow said oil and gas well to be no closer than 333 feet of an occupied residence or commercial structure; and

WHEREAS, notice of the public hearing on this matter was provided in accordance with Section 6-1-23(H)(1) and a public hearing was held on July 27, 2021; and

WHEREAS, subsequent to said public hearing, and in accordance with Section 6-1-23(H)(1), the City Council allowed the public and Operator thirty (30) days to submit written input to the City Manager regarding Operator's application to drill an oil and gas well on the property described in Section Two hereof; and

WHEREAS, the City Council has considered those issues set forth in Section 6-1-23(I) in determining whether to grant or deny a permit to Operator to drill an oil and gas well on the property described in Section Two hereof; and

WHEREAS, the City Council finds and determines that granting a permit to Operator to drill an oil and gas well on the property described in Section Two hereof will not present a health or safety risk; and

WHEREAS, the City Council finds it to be in the public interest to approve the issuance of a permit to Operator to drill an oil and gas well on the property described in Section Two hereof;

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

SECTION ONE. That the above recitals are hereby adopted and approved by the City Council of the City of Midland, and a variance is hereby granted for an oil and gas well to be located on the property described in Section Two hereof by allowing said oil and gas well to be no closer than 333 feet of an occupied residence or commercial structure.

SECTION TWO. That the Mayor is hereby authorized and directed to execute a

permit, on behalf of the City of Midland, that will allow Operator to drill the following oil and gas well:

Charger 115 MIPA Unit #H115LS

located in Section 10, Block 39, T-2-S, T&P RR Co. Survey, City and County of Midland, Texas. Said permit is attached hereto as Exhibit "A" and incorporated herein for all legal purposes.

SECTION THREE. That the requirement of a Road Repair Agreement between Operator and the City of Midland is hereby waived in regard to said permit.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on September 14, 2021, considered the application of Permian Deep Rock Oil Co., LLC ("Operator") dated June 1, 2021, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Charger 115 MIPA Unit #H115LS oil and gas well shall be 240 feet from the north line and 2,080 feet from the east line, Section 10, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from September 14, 2021 through September 14, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

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

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If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

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1. The well shall be no closer than 333 feet of an occupied residence or commercial structure.
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GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of September 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of September 2021.

Permian Deep Rock Oil Co., LLC

By: _____

Keith E. Bucy

General Manager

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
06/01/2021	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Keith E. Bucy	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
Fee: $4,000.00 Rec'd Yes ✓ No___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):*** See Exhibit "A"

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

See Exhibit "A"

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** See Exhibit "B"

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1.

2.

3.

ATTACHED AS EXHIBIT C **is** List of subdivisions within Charger Unit

See Exhibit "C"

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):
Surface use: Undeveloped Rangeland, service company yards and apartment complex
Surface ownership: Two residences, apartment complex and service company yards:

See Exhibit "D"

ATTACHED AS EXHIBIT D **is**

Current Tax Roll from Midland Central Appraisal District), **which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].**

ATTACHED AS EXHIBIT E **is a** ***(map/p lat/satellite/aerial photo)*** **depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The** ***(map/p lat/satellite/aerial photo)*** **includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

ATTACHED AS EXHIBIT F **is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Charger 115 MIPA Unit #H115LS

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 240' FNL & 2080' FEL, Section 10
Block 39, T-2-S, T&PRR Co. Survey, Midland County, Texas

ATTACHED AS EXHIBIT G **is the Location Site Plan [See § J(9)].**

ATTACHED AS EXHIBIT H **is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

ATTACHED AS EXHIBIT I **is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments** ***(also file copy of W-1 with City Secretary before commencement of drilling operations).*** **[See § J(16) and (20)].**

ATTACHED AS EXHIBIT J **is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

ATTACHED AS EXHIBIT K (if applicable) **is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

ATTACHED AS EXHIBIT L **is the Fencing and Irrigation Plan. [See § J(30)].**

ATTACHED AS EXHIBIT M: **No city roads will be used**

ATTACHED AS EXHIBIT N **is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: None

(2) Operations: Oncor

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

See Exhibit "O"

V. Additional Required Exhibits

***ATTACHED AS EXHIBIT P* is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].**

***ATTACHED AS EXHIBIT Q* : Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by applicant are current. (See § J(29)**

***ATTACHED AS EXHIBIT R* is the required Insurance Certificate. [See § J(19) and § K(3)].**

***ATTACHED AS EXHIBIT S (if applicable)* is the Drainage Plan relating to Applicant's proposed operations. [See § J(21)].**

***ATTACHED AS EXHIBIT T* is Applicant's Emergency Action Response Plan. [See § J(22)].**

***ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

Attached as Exhibit V: Applicants variances

Permian Deep Rock Oil Co. LLC
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

Keith E. Bucy, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Lindsay Jonell Venerable
Notary Public, State of Texas

LINDSAY JONELL VENERABLE
Notary ID #128754089
My Commission Expires
September 29, 2023
SEAL

SCALE: 1" = 300'

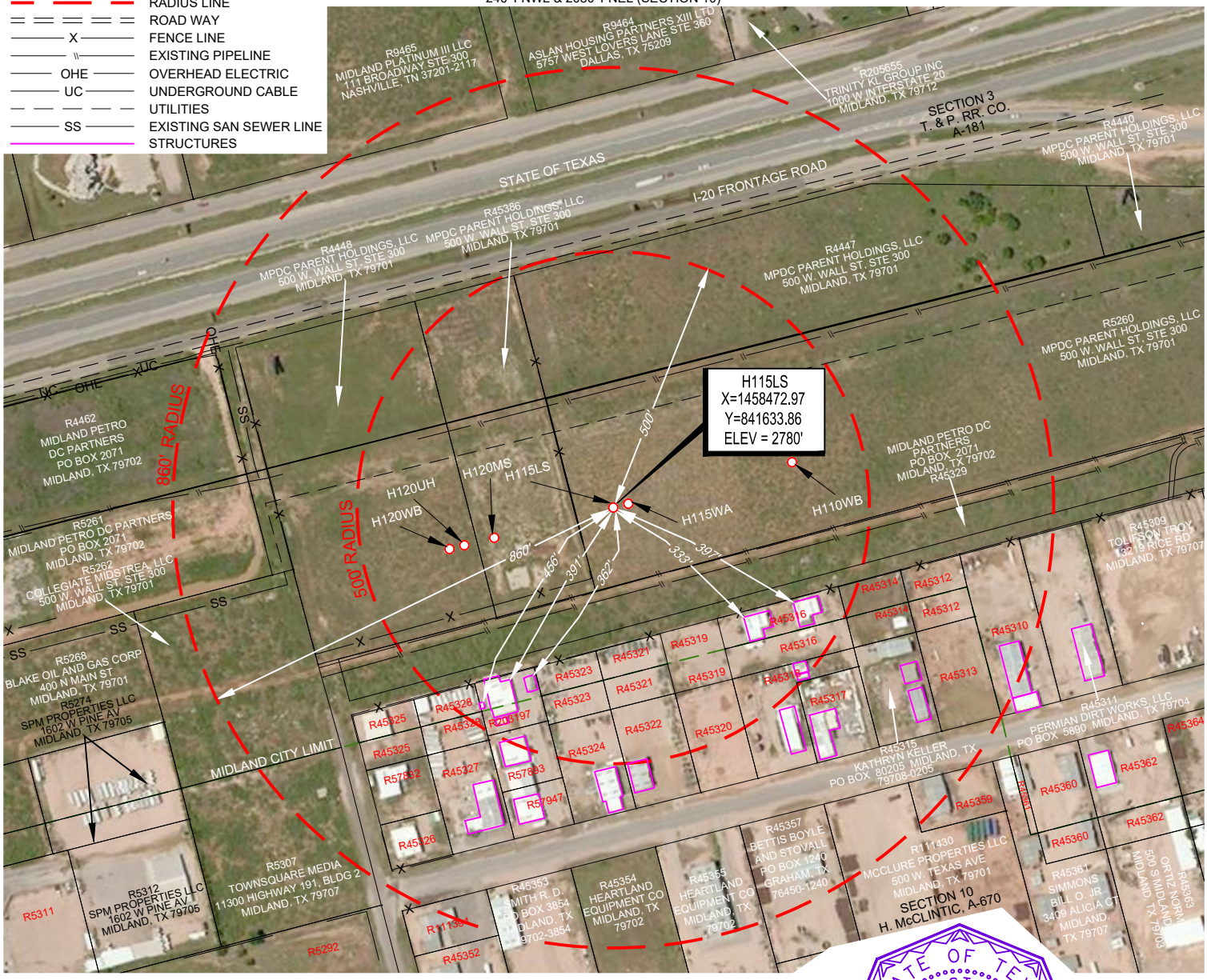
0' 150' 300'

LEGEND

- SURVEY/SECTION LINE
- RADIUS LINE
- ROAD WAY
- X — FENCE LINE
- EXISTING PIPELINE
- OHE — OVERHEAD ELECTRIC
- UC — UNDERGROUND CABLE
- UTILITIES
- SS — EXISTING SAN SEWER LINE
- STRUCTURES

SECTION 10, BLOCK 39, TOWNSHIP 2 SOUTH
T. & P. RR. CO. SURVEY, A-670
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS
SHOWING STRUCTURES WITHIN 500' RADIUS
AND PROPERTY OWNERS WITHIN 860' RADIUS
FOR PROPOSED CHARGER 115 MIPA UNIT **H115LS**
240' FNWL & 2080' FNEL (SECTION 10)

PERMIAN DEEP ROCK OIL CO., L.L.C.



N

TOPOGRAPHIC
LOYALTY INNOVATION LEGACY
1400 EVERMAN PARKWAY, Ste. 146 • FT. WORTH, TEXAS 76140
TELEPHONE: (817) 744-7512 • FAX (817) 744-7548
TEXAS FIRM REGISTRATION NO. 10042504
WWW.TOPOGRAPHIC.COM

STATE OF TEXAS
REGISTERED
JEFFREY N. LUEDERS
6512
PROFESSIONAL
LAND SURVEYOR

Jeffrey N. Lueders, R.P.L.S. No. 6512
APRIL 23, 2021

CHARGER 115 MIPA UNIT H115LS	REVISION:	
	INT	DATE
	DRH	05/10/2021
DATE: 05/05/2021	DRH	05/12/2021
FILE: CD_CHARGER_H115LS_REV2		
DRAWN BY: DRH		
SHEET : 1 OF 2		

NOTES:
1. ORIGINAL DOCUMENT SIZE: 8.5" X 11"
2. ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, U.S. SURVEY FEET, NORTH AMERICAN DATUM 1927.
3. THIS PROPOSED LOCATION HAS BEEN CAREFULLY SURVEYED ON THE GROUND UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE ACCORDING TO THE EVIDENCE, OFFICIAL SURVEY RECORDS, MAPS, AND OTHER DATA PROVIDED PERMIAN DEEP ROCK OIL CO., LLC. THIS PLAT WAS CREATED FOR THE SOLE PURPOSE OF FILING A PERMIT WITH THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS AND SHOULD NOT BE CONSTRUED AS A "BOUNDARY SURVEY" IN COMPLIANCE WITH T.B.P.L.S. MINIMUM STANDARDS OF PROCEDURES FOR BOUNDARY SURVEYS. THIS CERTIFICATION IS MADE AND LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE.
4. OWNERSHIP INFORMATION SHOWN HEREON WAS TAKEN FROM THE CITY OF MIDLAND, TEXAS GIS SITE.
5. DISTANCES SHOWN HEREON TO EXISTING STRUCTURES ARE SCALED PER AERIAL MAP.

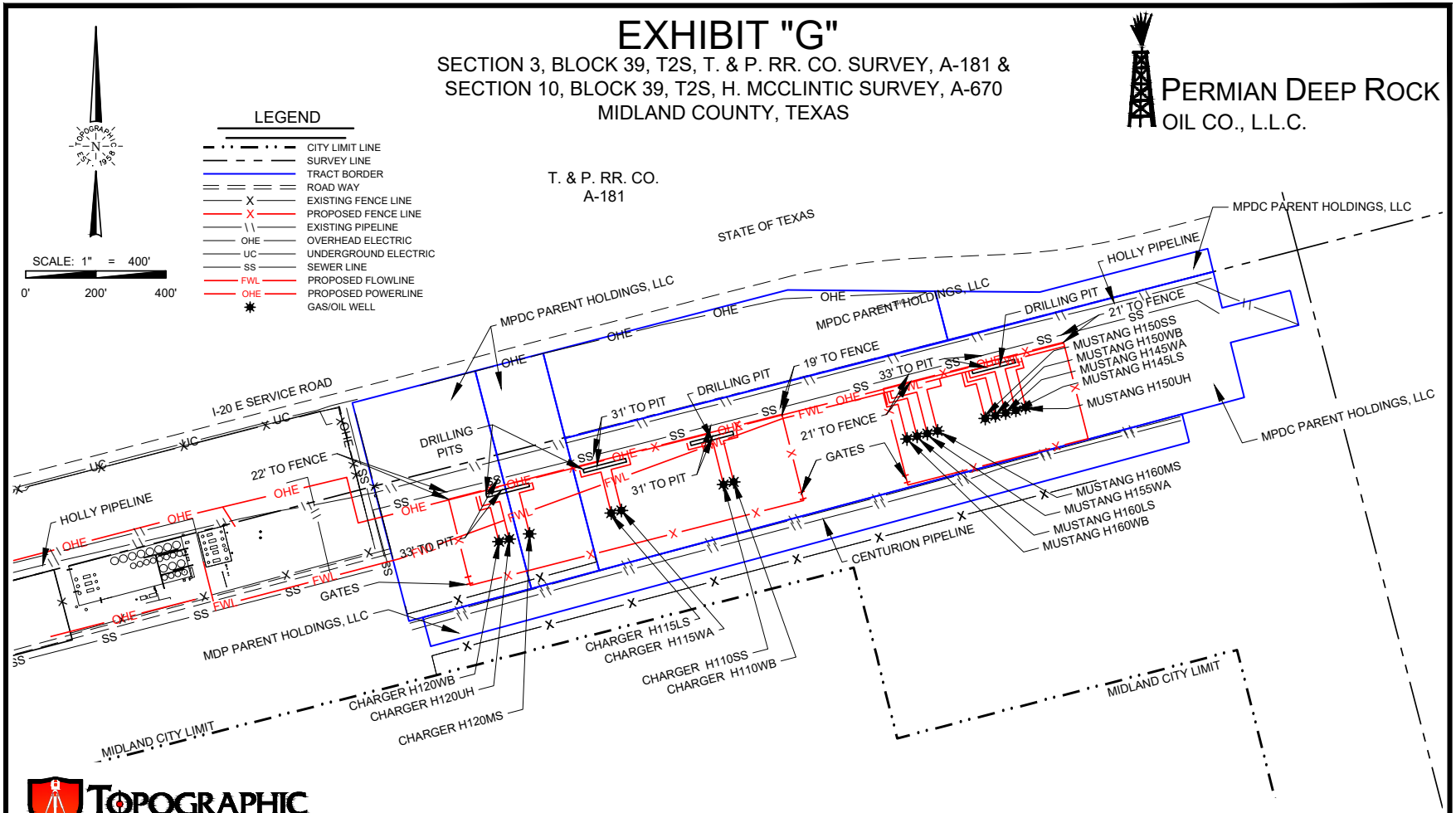
PACKET 18.15 September 14, 2021

S:\SURVEY\ARRINGTON\CHARGER_UNIT\FINAL_PRODUCTS\CITY_PERMITS\NAD_27\CD_CHARGER_H115LS_REV2.DWG 5/12/2021 1:35:43 PM dharris

EXHIBIT "G"

SECTION 3, BLOCK 39, T2S, T. & P. RR. CO. SURVEY, A-181 &
SECTION 10, BLOCK 39, T2S, H. MCCLINTIC SURVEY, A-670
MIDLAND COUNTY, TEXAS

PERMIAN DEEP ROCK OIL CO., L.L.C.



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A-670

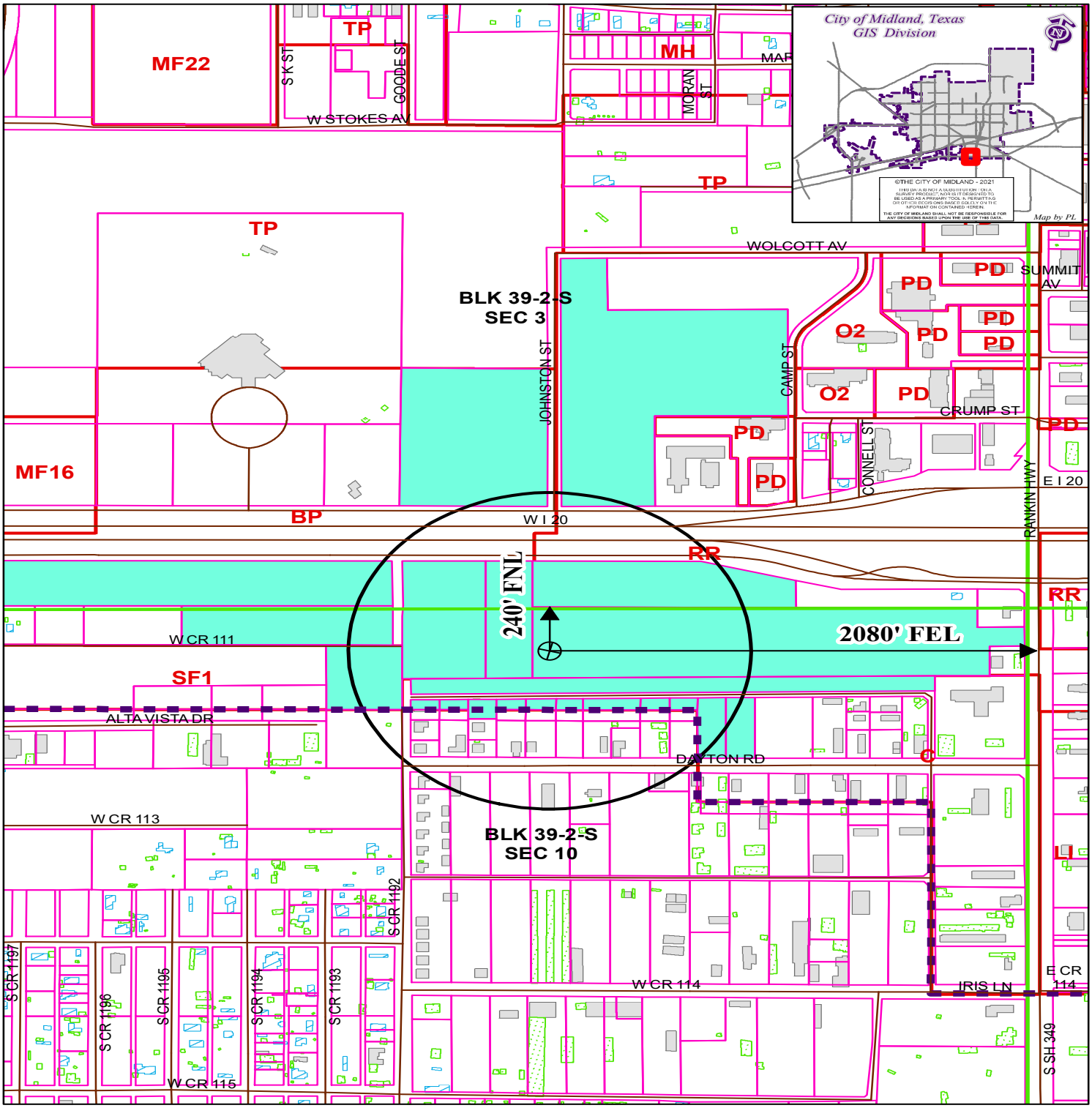
CHARGER UNIT CITY PERMIT	REVISION:	
	DRH	11/13/19
	DRH	11/14/19
	DRH	12/13/19
DATE: 03/28/2018	DRH	08/12/20
FILE: SK_MUSTANG_UNIT_A_CHARGER_UNIT_A_PERMIT_REV13	DRH	08/26/20
DRAWN BY: GJU	DRH	05/12/21
SHEET : 4 OF 12	DRH	05/14/21

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3. CERTIFICATION IS MADE ONLY FOR PROPOSED UTILITIES AND SITES, IN RELATION TO THE EVIDENCE FOUND DURING A FIELD SURVEY, MADE ON THE GROUND, UNDER MY SUPERVISION, AND USING DOCUMENTATION PROVIDED BY PERMIAN DEEP ROCK OIL CO., L.L.C. ONLY UTILITIES/EASEMENTS THAT WERE VISIBLE ON THE DATE OF THIS SURVEY, WITHIN/ADJOINING THIS EASEMENT, HAVE BEEN LOCATED AS SHOWN HEREON OF WHICH I HAVE KNOWLEDGE. THIS CERTIFICATION IS LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE, AND MADE FOR THIS TRANSACTION ONLY.
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5. ADJOINER INFORMATION SHOWN FOR INFORMATIONAL PURPOSES ONLY.
6. D.R.M.C.T. = DEED RECORDS MIDLAND COUNTY, TEXAS
7. C.C.O.R.M.C.T. = C. C. OFFICIAL RECORDS MIDLAND COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
JEFFREY N. LUEDERS
6512
PROFESSIONAL
LAND SURVEYOR

JEFFREY N LUEDERS, R.P.L.S. No. 6512
SURVEYED ON THE GROUND: MAY 7, 2021

S:\SURVEY\ARRINGTON\MUSTANG_UNIT\FINAL_PRODUCTS\SKETCH\SK_MUSTANG_UNIT_A_CHARGER_UNIT_A_PERMIT_REV13.DWG 5/14/2021 12:25:53 PM dharris



LOCATION AND ZONING MAP

Oil - 035187 - 2021 **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 240' FNL and 2,080' FEL, Section 10, Block 39, T-2-S, T&P RR CO Survey, Midland County, Texas.

Generally located 2,080 feet west of Rankin Highway and 320 feet south of West I-20.

Charger 115 MIPA Unit #H115LS

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	CR1, CR2, CR3	COMMUNITY RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

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CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of September 2021.

Permian Deep Rock Oil Co., LLC

By: _____

Keith E. Bucy

General Manager

City Council Meeting

Item Number: 19

Meeting Date: September 14, 2021

To: City Council / City Manager

From: Valerie A. Sherman, Senior Planner

Subject: **Motion approving a proposed Preliminary Plat of Northwest Passage Addition, being a plat of a 117.035-acre tract of land out of Section 35, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas. (Generally located on the west side of State Highway 158, approximately 1,001 feet north of State Highway 191- Extraterritorial Jurisdiction) (DISTRICT: NONE) (DEVELOPMENT SERVICES)**

Purpose:

The property owner, Cumberland & Western Resources, LLC, is proposing to plat a 117.035-acres tract of land out of Section 35, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas, into five hundred and seventy-three (573) lots for a residential subdivision. Since this plat is larger than 25 acres, approval by the City Council is required.

Recommended City Council Action:

Approve

Current Zoning:

Extraterritorial Jurisdiction.

Discussion:

This request has been routed to all respective departments for internal review. The comments are below.

BUILDING CODE: (Approved)

No objection.

SURVEYOR: (Approved)

The back line of the lots running along SH 158 seem to be falling approx. 5 to 6 feet inside of a city of midland water line easement. Please talk to the director of utilities about any concerns he may have.

ENGINEERING: (Approved with Conditions)

IMPACT FEES: Impact Fee statement okay as shown.

ROW: Indicate the ROW width of the internal roadways.

PAVING: Utilities need to be extended throughout the proposed R.O.W. Plans have not been submitted or approved. No infrastructure has been accepted.

WATER: Utilities need to be extended throughout the proposed R.O.W. Plans have not been submitted or approved. No infrastructure has been accepted.

FIRE HYDRANTS: Required as needed to meet NFPA, IFC & City Fire Code; and/or comply with directives of City Fire Marshal. After January 1, 2019 - Fire hydrants shall be spaced no more than 400' apart, color coded rings shall be installed on the fire hydrant to indicate flow rate per NFPA (less than 500gpm RED, 500-999gpm YELLOW, 1000-1499gpm GREEN, Greater than 1500GPM BLUE)

PRO RATA: None

SEWER: Utilities need to be extended throughout the proposed R.O.W. Plans have not been submitted or approved. No infrastructure has been accepted.

DRAINAGE: Drainage analysis required.

EASEMENTS: Show existing and proposed.

SIDEWALKS: Required with building permit.

DIMENSION: * * *

OTHER: * * *

TRANSPORTATION: (Approved with Conditions)

TxDOT comments, “This is a major development that will be a traffic generator for SH 158 and improvements are recommended to SH 158 to mitigate the traffic generation. These could be lanes, widening, medians, etc. to safely accommodate access points on SH 158. The southern access shown on the layout is approximately 150’ from an existing access and does not meet current Access Management Standards. Post development drainage/runoff should not be increased from pre-existing conditions.”

STREET NAME AND TRAFFIC CONTROL SIGN FEE – Estimated fee due at Final Plat submittal = 34 new intersections created at $500/intersection = $17,000. Fee shall be adjusted based on number of intersections if Final Plat is phased.

Street lighting is required along public street frontages.

FIRE: (Approved)

No comments.

CODE COMPLIANCE: (Approved)

No objection.

CITY OF MIDLAND UTILITIES:

It looks like the backyard line is over the waterline easement that parallels 158. Fences cannot be placed in this easement. For clarification, to protect the 33” shallow water line, the back lot line needs to be outside the water easement.

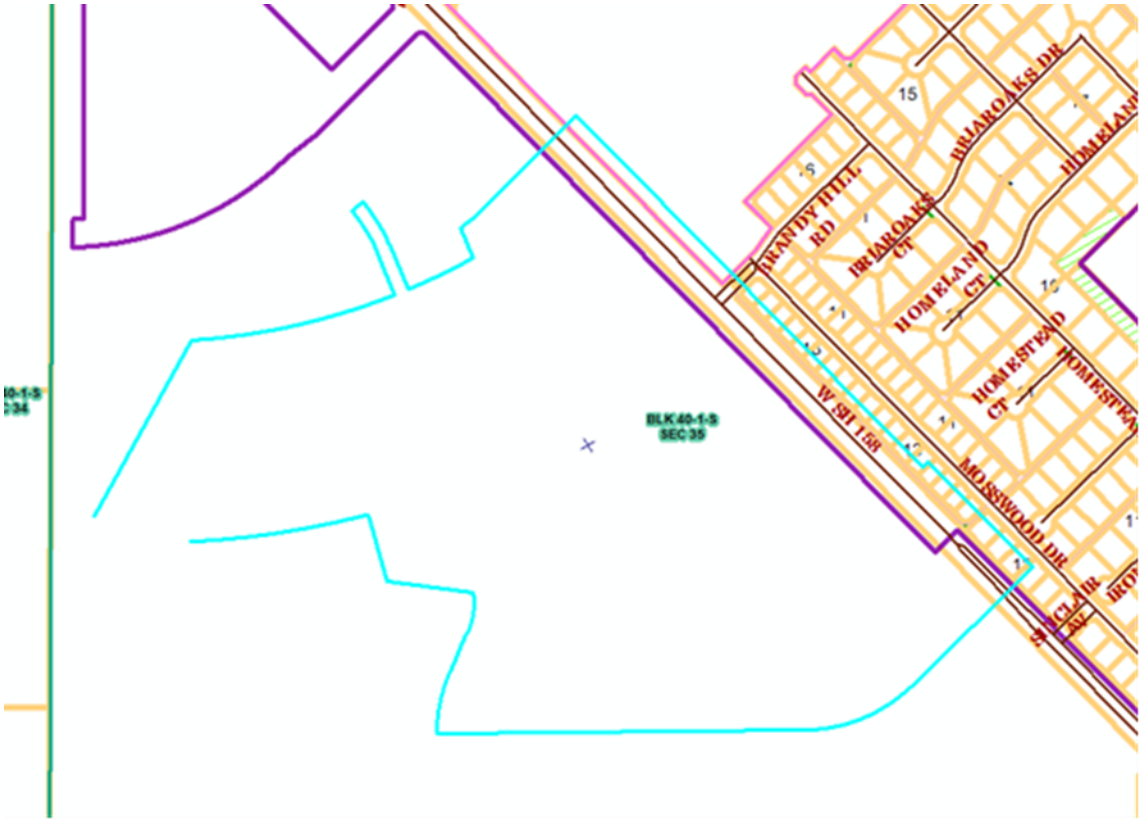
GIS:

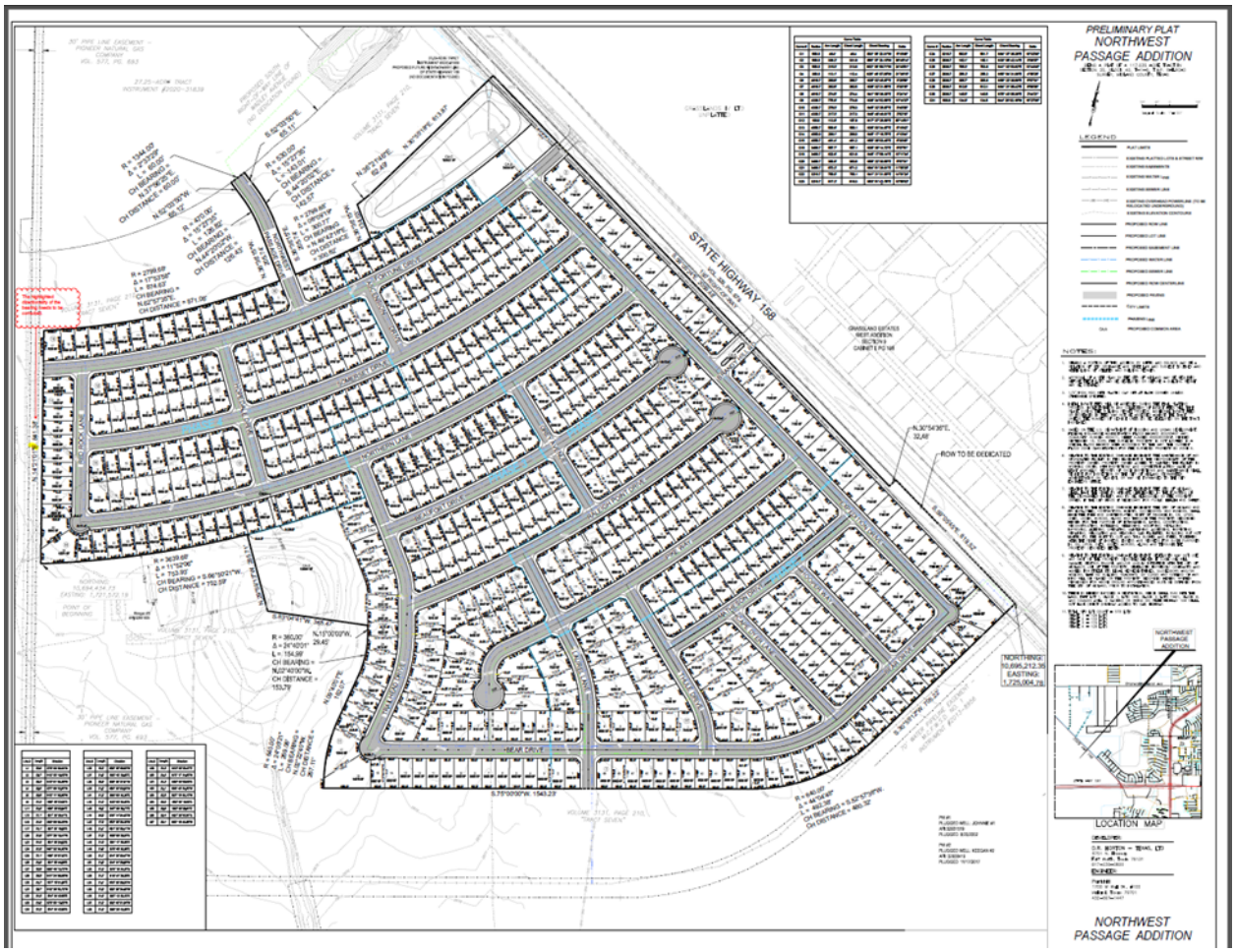
The boundary to the east doesn’t meet with the city limit boundary. It is almost 3 feet apart, closer to 2.5 feet.





The first call needs correcting based on the directionality, because when I use the information (metes and bounds) they have this is what I get (*please see below*). There is only one change needed on my end. I have attached the following markups for more details.





PLANNING:

Include the “Owners Certificate”, “Acknowledgement”, “Certificate of Approval”, “Surveyor’s Certificate”, Utility Company’s Certificate”, and plat recording section to the final plat.

Provide names of abutting property owners.

The block numbers are not in sequence.

Staff recommends approval of the Preliminary Plat of Northwest Passage Addition, subject to conditions A through C.

Conditions:

A. That the technical items listed above are addressed.

B. That a drainage study is approved.

C. That all required public improvements are addressed.

D. All plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filling for recording with the County Clerk of Midland County, Texas.

Attachments:

Proposed Preliminary Plat
Application
Maps

Robert Patrick

City Manager's Office

MIDLAND
Planning Division

Preliminary Plat Application

Project Number: SUB-21-0416
Case Number: P-21-1103

Proposed Subdivision Plat Name: Northwest Passage

Legal Description (attached sealed Metes and Bounds): Being a plat of a 117.035 acre tract in Section 35, Block 40, T-1-S, T. & P. Railroad Survey, Midland County, Texas.

Property Owner Printed Name: Cumberland and Western Resources, LLC		Phone ( ) Email	
Address 2200 Lapsey Ln	City Bowling Green	State KY	Zip 42103

Developer *(if different than Owner)* Printed Name: DR Horton		Phone ( ) Email	
Address 6751 N Freeway	City Fort Worth	State TX	Zip 76131

Representative *(if acting as Agent, see affidavit on page 2)* Firm: Parkhill Printed Name: Josh Wallender (Proj.# 4534.21)		Phone (432) 697-1447 Email jwallender@parkhill.com	
Address 1700 West Wall, Suite 100	City Midland	State Texas	Zip 79701

Current Zoning: Currently in Annexation Process for SF-3 Initial Zoning

Reason for Platting: Platting for future development

Plat Information	Total Acreage: 117.035 Ac.
Type: ☒ Single-Family Residential ☐ Multi-Family Residential ☐ Commercial ☐ Extraterritorial Jurisdiction (ETJ)	
Number of Lots: 573	Number of Multi-Family Dwelling Units:

Submittal and Fees

Items to be submitted with this application form:

- 1 FOLDED Copy of Dimensioned Plat
- 1 Extra Copy (11x17)
- Digital Files (JPEG & PDF)
- Application Fee – Payable to the 'City of Midland'

Request for a Development Agreement

Do you expect to request a development agreement with the City? ☐ Yes ☐ No

If yes, contact the City Engineer at (432) 685-7286

Provisions

A plat application will not be considered filed pursuant to Section 212.009 of the Texas Local Government Code until all required documents and fees have been submitted and ***all of the terms and conditions of the Subdivision Ordinance, including all necessary studies, plans and supporting information are accepted and approved,*** or the applicant has filed a waiver request for sections from which the plat deviates. Once a plat meets the requirements to be considered filed with the City, the application will be placed on the Planning and Zoning Commission agenda for consideration under the time requirements set out in Section 212.009.

Signature *(by property owner only – authorized agent must sign affidavit below)*

Property Owner (signature): _____, MANAGER | Date: 5/26/21

Property Owner (printed) : CARLA BEIERLEIN

The Preliminary Plat shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Subdivision Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Josh Wallender (Parkhill) who, being by me duly sworn, upon oath says: That (s)he is authorized by Cumberland and Western Resources, LLC the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 26 day of May, 20 21, to certify which witness my hand and seal of office.

DALIA SALINAS
My Notary ID # 128541568
Expires March 9, 2023

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

- [x] Property Owner Authorization
- [x] 1 Copy of Dimensioned Plat
- ☐ Plat in Digital Format (PDF/JPEG)
- [x] Application Fee
- [x] 1 Copy of Plat (11x17)

Check # 001504

RECEIVED
MAY 26 2021
BY: .....

Received By: V. Sherman | Date:

****Application will not be considered for scheduling until reviewed by a planner.****

PRELIMINARY PLAT
NORTHWEST PASSAGE ADDITION

BEING A PLAT OF A 117.035 ACRE TRACT IN SECTION 35, BLOCK 40, T-1-S, T.&P. RAILROAD SURVEY, MIDLAND COUNTY, TEXAS

100' 50' 0 100'
Original Scale: 1"=100'

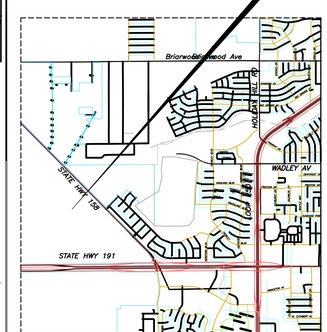
LEGEND

- PLAT LIMITS
- EXISTING PLATTED LOTS & STREET R/W
- EXISTING EASEMENTS
- W — W — W — EXISTING WATER LINE
- S — S — S — EXISTING SEWER LINE
- OHE — OHE — EXISTING OVERHEAD POWERLINE (TO BE RELOCATED UNDERGROUND)
- EXISTING ELEVATION CONTOURS
- PROPOSED ROW LINE
- PROPOSED LOT LINE
- PROPOSED EASEMENT LINE
- PROPOSED WATER LINE
- PROPOSED SEWER LINE
- PROPOSED ROW CENTERLINE
- PROPOSED PAVING
- CITY LIMITS
- PHASING LINE
- CA/A PROPOSED COMMON AREA

NOTES:

1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
2. APPROVAL OF A SITE PLAN BY THE CITY OF MIDLAND MAY BE REQUIRED BEFORE THESE LOTS MAY BE DEVELOPED OR BEFORE A BUILDING PERMIT MAY BE OBTAINED.
3. 1/2" IRON ROD WITH PLASTIC CAP SET AT EACH CORNER UNLESS OTHERWISE SPECIFIED.
4. INITIAL IMPACT FEES WILL BE ASSESSED DURING THE FINAL PLATTING PROCESS. IMPLEMENTATION AND COLLECTION OF IMPACT FEES WILL TAKE PLACE DURING THE BUILDING PERMIT PROCESS. ADDITIONAL IMPACT FEES OR INCREASES IN FEES MAY NOT BE ASSESSED AGAINST THE TRACT UNLESS THE NUMBER OF SERVICE UNITS TO BE DEVELOPED ON THE TRACT INCREASES.
5. BASED ON THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY NUMBER 480477, SHEET NUMBER 48329C0080F, REVISED SEPTEMBER 16, 2005, THE SURVEYED PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA ACCORDING TO THE MAP. THE CURRENT FLOOD ZONE CLASSIFICATION FOR THE SURVEYED PROPERTY IS ZONE X.
6. RELATIVE TO THE EXISTING DRAINAGE EASEMENT: THE MAINTENANCE OF ANY STORMWATER FACILITY IN THIS EASEMENT IS THE RESPONSIBILITY OF THE PROPERTY OWNER. PROPERTY OWNER AGREES TO MAINTAIN THE FACILITY IN WORKING ORDER, WITH INSPECTIONS AND CORRECTIVE ACTION MADE AT LEAST ANNUALLY. REPORTS OF SUCH INSPECTIONS AND MAINTENANCE SHALL BE KEPT FOR INSPECTION BY THE CITY OF MIDLAND STORMWATER ADMINISTRATOR ON REQUEST, OR MAY BE FORWARDED TO THE CITY ENGINEER'S OFFICE.
7. RELATIVE TO THE EXISTING DRAINAGE EASEMENT: THE CITY OF MIDLAND SHALL HAVE THE RIGHT TO MITIGATE DEFICIENCIES IN THE FUNCTION OF THE STORMWATER FACILITY, AND TO BE REIMBURSED BY THE PROPERTY OWNER, IF THE CITY FINDS IT NECESSARY FOR PUBLIC HEALTH AND SAFETY.
8. RELATIVE TO THE EXISTING DRAINAGE EASEMENT: THE CITY OF MIDLAND AND ITS EMPLOYEES, CONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS, SHALL HAVE THE FREE AND UNINTERRUPTED RIGHT OF PASSAGE IN, ON, UPON, OVER, UNDER, ACROSS, ALONG AND THROUGH THE PROPERTY DESCRIBED HEREIN FOR THE PURPOSE OF ESTABLISHING, LAYING, CONSTRUCTING, RECONSTRUCTING, INSTALLING, REALIGNING, MODIFYING, REPLACING, IMPROVING, ALTERING, OPERATING, MAINTAINING, ACCESSING, INSPECTING, REPAIRING, RELOCATING AND REMOVING SAID FACILITIES, INCLUDING BUT NOT LIMITED TO, THE RIGHT TO CUT AND TRIM BUSHES AND TREES, TOGETHER WITH THE RIGHT OF INGRESS, EGRESS AND REGRESS FOR SUCH PURPOSES IN, ON, UPON, OVER, UNDER, ACROSS, ALONG AND THROUGH THE PROPERTY DESCRIBED HEREIN.
9. RELATIVE TO THE EXISTING DRAINAGE EASEMENT: DEVELOPER MAY NOT USE ANY PART OF THE PROPERTY DESCRIBED HEREIN IF SUCH USE WILL DAMAGE, DESTROY, INJURE, AND/OR UNDULY INTERFERE WITH THE CITY OF MIDLAND'S USE OF THE PROPERTY. DEVELOPER EXPRESSLY COVENANTS AND AGREES FOR ITSELF, ITS LEGAL REPRESENTATIVES, SUCCESSORS AND/OR ASSIGNS, THAT NO BUILDING, ROADWAYS, OR CURBS AND GUTTERS OF ANY KIND WILL BE PLACED ON THE PROPERTY DESCRIBED HEREIN. WRITTEN PERMISSION FOR ABOVE GROUND APPURTENANCES MUST BE OBTAINED FROM THE CITY OF MIDLAND, PRIOR TO INSTALLATION.
10. THERE IS HEREBY IMPOSED A RESTRICTION, WHICH SHALL RUN WITH THE LAND, THAT LOT 1, BLOCK 1; LOTS 1–9, BLOCK 2; LOTS 1–21, BLOCK 6; AND COMMON AREA: C BACKING OR SIDING ON STATE HIGHWAY 158 SHALL NOT HAVE DIRECT DRIVEWAY ACCESS TO SAID HIGHWAY.
11. TOTAL SF3 LOT COUNT = 573 LOTS
    PHASE 1 = 129 LOTS
    PHASE 2 = 133 LOTS
    PHASE 3 = 170 LOTS
    PHASE 4 = 126 LOTS

NORTHWEST PASSAGE ADDITION



LOCATION MAP

DEVELOPER:

D.R. HORTON – TEXAS, LTD
6751 N. Freeway
Fort Worth, Texas 76131
817–230–0800

ENGINEER:

Parkhill
1700 W Wall St., #100
Midland, Texas 79701
432–697–1447

PW #1
PLUGGED WELL: JOHNNIE #1
API:32931519
PLUGGED 8/20/2002

PW #2
PLUGGED WELL: KEEGAN #2
API: 32938419
PLUGGED 11/17/2017

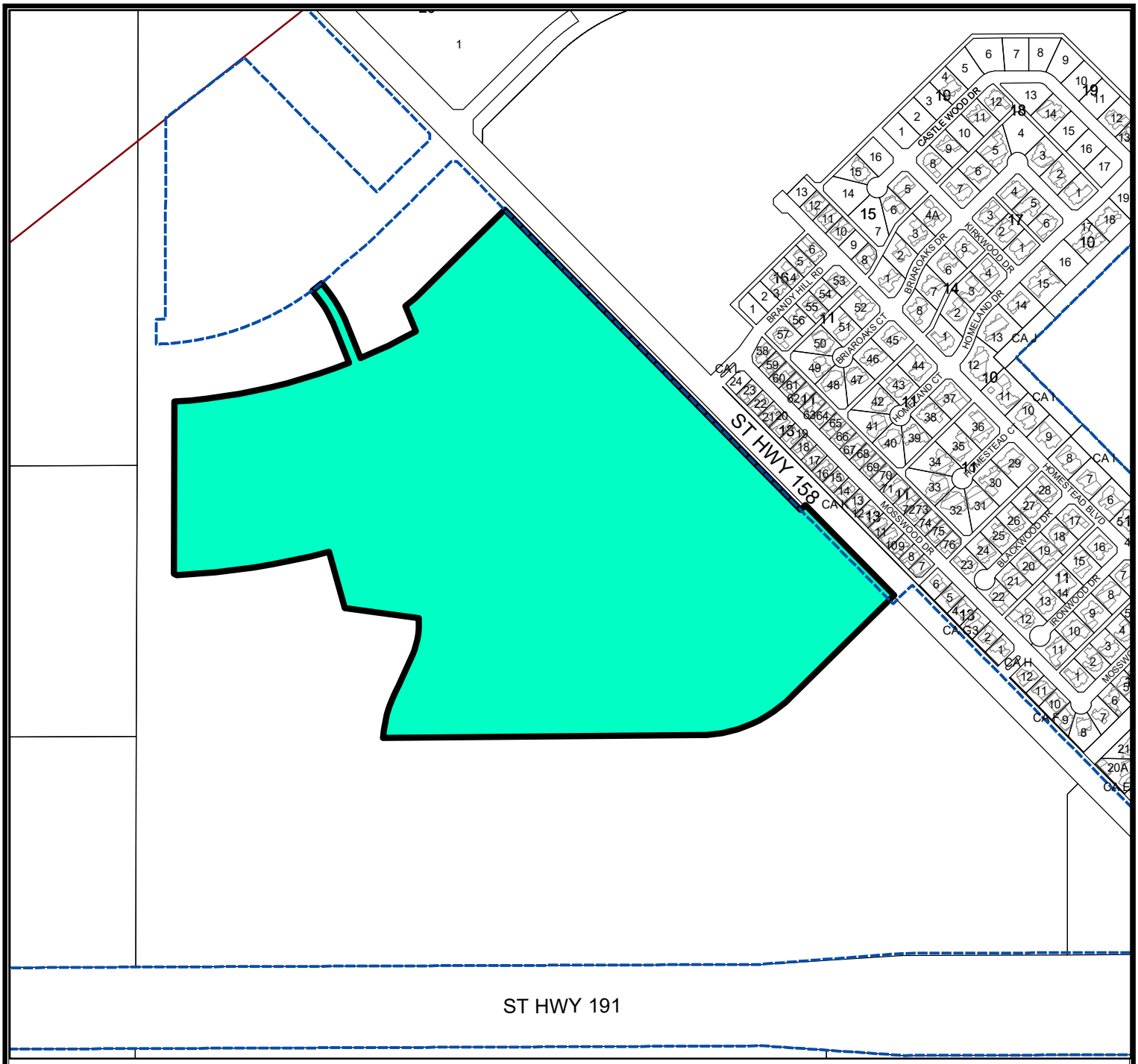
Curve Table					
Curve #	Radius	Arc Length	Chord Length	Chord Bearing	Delta
C1	500.0	46.4'	46.4	S33° 35' 22.31"W	5°18'48"
C2	500.0	338.2'	331.8	S55° 37' 23.10"W	38°45'14"
C3	500.0	215.3'	213.6	N02° 39' 59.71"W	24°40'01"
C4	300.0	113.1'	112.4	N25° 48' 07.35"W	21°36'15"
C6	4619.7	280.8'	280.7	N35° 02' 45.67"E	3°28'56"
C7	4619.7	282.5'	282.5	N38° 32' 21.55"E	3°30'15"
C8	4619.7	274.5'	274.4	N41° 59' 36.30"E	3°24'14"
C9	4339.7	775.9'	774.8	N38° 34' 52.58"E	10°14'37"
C10	4339.7	278.3'	278.3	N45° 32' 25.97"E	3°40'30"
C11	4339.7	217.3'	217.3	N48° 48' 46.01"E	2°52'10"
C12	100.0	113.9'	107.8	N17° 37' 25.56"E	65°14'51"
C13	4059.7	586.6'	586.1	N39° 03' 34.67"E	8°16'42"
C14	4060.0	296.1'	296.0	N45° 17' 18.75"E	4°10'44"
C15	4059.7	461.4'	461.2	N50° 38' 03.40"E	6°30'45"
C18	3499.7	557.7'	557.1	N38° 38' 14.72"E	9°07'51"
C19	3499.7	622.6'	621.8	N48° 17' 58.14"E	10°11'34"
C20	3499.7	363.9'	363.8	N56° 22' 30.56"E	5°57'31"
C21	3499.7	672.2'	671.2	N64° 51' 26.01"E	11°00'20"
C22	3219.7	788.0'	786.1	N41° 21' 31.96"E	14°01'24"
C23	3219.7	617.2'	616.3	N53° 51' 44.78"E	10°59'02"

Curve Table					
Curve #	Radius	Arc Length	Chord Length	Chord Bearing	Delta
C24	3219.7	592.5'	591.7	N64° 37' 35.28"E	10°32'39"
C25	2939.7	162.1'	162.1	N33° 05' 42.14"E	3°09'37"
C26	2939.7	705.3'	703.6	N41° 32' 53.62"E	13°44'46"
C27	2939.7	255.2'	255.2	N50° 54' 31.06"E	4°58'28"
C28	2939.7	305.7'	305.6	N56° 22' 30.56"E	5°57'31"
C29	2939.7	512.8'	512.1	N64° 21' 05.42"E	9°59'39"
C30	2939.7	140.5'	140.5	N70° 43' 05.36"E	2°44'21"
C31	500.0	134.9'	134.5	N44° 20' 02.18"W	15°27'35"

Line #	Length	Direction
L1	22.0'	S78° 08' 09.54"W
L2	20.7'	N12° 35' 19.55"W
L3	20.4'	N12° 01' 04.08"W
L4	22.0'	S77° 56' 37.97"W
L5	20.8'	N12° 11' 06.93"W
L8	21.3'	N88° 29' 23.05"E
L11	21.3'	N88° 29' 02.64"E
L12	21.1'	S01° 30' 39.47"E
L15	21.3'	S02° 06' 55.23"W
L17	21.1'	S87° 52' 16.50"E
L20	21.8'	S77° 25' 19.41"W
L21	21.3'	S01° 36' 24.02"E
L24	21.3'	N87° 22' 34.02"W
L25	21.1'	N88° 24' 07.53"E
L26	21.3'	S01° 35' 44.38"E
L27	22.9'	S80° 48' 13.73"W
L29	20.2'	N11° 24' 08.59"W
L30	21.7'	N77° 19' 51.36"E
L31	20.7'	N12° 39' 01.72"W
L32	21.2'	S14° 04' 42.80"E
L33	21.2'	S75° 55' 17.20"W
L34	21.2'	S14° 04' 42.80"E

Line #	Length	Direction
L36	19.2'	N08° 56' 58.83"W
L37	21.5'	S60° 42' 33.65"E
L38	20.9'	S29° 06' 37.91"W
L39	21.2'	N90° 00' 00.00"W
L41	21.2'	S90° 00' 00.00"E
L42	21.2'	N30° 00' 00.00"E
L43	18.2'	S47° 39' 59.71"E
L44	24.8'	S19° 14' 54.43"W
L45	17.3'	N72° 05' 38.18"W
L46	21.1'	N81° 53' 26.11"W
L47	21.3'	N08° 06' 29.57"E
L48	21.3'	S81° 17' 58.98"E
L49	21.0'	S75° 45' 35.98"E
L50	21.1'	S14° 39' 50.47"W
L51	21.3'	S14° 01' 25.69"W
L52	21.3'	S75° 18' 54.07"E
L53	21.1'	N14° 41' 28.32"E
L54	21.1'	N75° 58' 56.70"W
L55	21.0'	S03° 26' 34.40"W
L56	21.2'	S87° 13' 50.70"E
L57	21.2'	S02° 46' 51.34"W
L58	21.5'	S86° 30' 43.88"E

Line #	Length	Direction
L59	21.3'	N13° 59' 33.47"E
L60	21.3'	N75° 17' 01.85"W
L61	21.2'	N30° 00' 00.00"E
L62	21.1'	S58° 45' 54.50"W
L63	22.5'	S27° 10' 03.12"W
L64	20.2'	S62° 06' 19.80"E
L65	20.0'	S62° 35' 28.61"E
L66	22.4'	N27° 28' 07.67"E
L67	20.1'	N62° 19' 43.68"W



LOCATION MAP

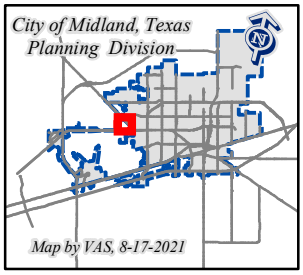
SUB-21-0416 **Scale: 1" = 700'**

Proposed plat of Northwest Passage, being a plat of a 117.035-acres tract of land located in Section 35, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas.

Generally located on the west side of State Highway 158, approximately 1,001 feet north of State Highway 191. (Extraterritorial Jurisdiction)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR ATTORNEY OR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.









City Council Meeting

Item Number: 20

Meeting Date: September 14, 2021

To: City Council / City Manager

From: Isaac Garnett, Manager, Community Development

Subject: Motion authorizing the appropriation of $1,267,679 to the 2021-2022 CDBG Block Grant Project (700316) (DISTRICT:NONE) (DEVELOPMENT SERVICES)

Purpose:

Motion authorizing the appropriation of $1,267,679 to the 2021-2022 CDBG Block Grant Project (700316)

Recommended City Council Action:

Approve

Fiscal Impact:

$1,267,679 will be appropriated to the 2021-2022 CDBG Block Grant Project (700316) and allocated to the following programs:

$122,500 will be allocated to City of Midland Parks and Recreation Program.
$200,000 will be allocated to the Owner Housing Minor Repair Program.
$200,000 will be allocated to the Administrative Personnel Program.
$150,000 will be allocated to the Homebuyer Assistance Program.
$336,179 will be allocated to the N. Baird Street Infrastructure Program.
$150,000 will be allocated to the Greenwood & Webster Street Program.
$32,000 will be allocated to the Mission Health Care, Inc. Take Home Terrific Meal Program.
$45,000 will be allocated to the Casa de Amigos Home Cleaning Program.
$32,000 will be allocated to the Casa de Amigos S.E. Center Meal Program

Discussion:

Funds will be used to authorize the approved CDBG Annual Action Plan projects.

City Manager's Office

Exhibits Contracts

NAME: Owner Housing Minor Repair Program **Request: $200,000**

APPLICANT: CDBG Office

Description: The City's Community Development (CD) Office proposes to continue the Minor Repair Program (MRP) of the Owner-Occupied Housing Assistance Program (OHAP). The MRP provides grant assistance for certain repair items; however, the homeowner pays, in advance, a portion of the cost. Up to $5,000 assistance can be provided to a household during the year.

Budget: With $200,000 of new funding and an estimated $5,000 in client payments, 40 homeowners can be assisted during the 2021-2022 program year. Community Development Office staff conducts the OHAP and is paid by the City's general fund.

Eligibility: Per 24 CFR 570.202(a), housing improvements and rehabilitation of single-family owner-occupied homes is an eligible activity. To meet the low and moderate-income benefit CDBG Objective, only homes occupied by low and moderate-income households will be CDBG aided. The MRP would be available within low income Census Tracts.

Consolidated Plan: The need for home improvement assistance for lower income homeowners is an identified priority need.

Exhibits Contracts

NAME: City of Midland Parks and Recreation Division Request: $122,500

APPLICANT: Parke & Recreation

Description: Replace gymnasium score board at MLK and safety lights at Sparks Park and Dunagan Park. It is 10 years old and is in bad shape. Installation would be completed by City of Midland Parks Construction crew.

Budget: MLK & Parks $122,500

Eligibility: Multi-Purpose Public Facility. Develop public facilities where youth programming, senior and other community services including affordable childcare can be made available.

Consolidated Plan: Per 24 CFR 570.201(e), Multi-Purpose Public Facility are eligible for CDBG funding.

Other Comments: The City of Midland Parks and Recreation Divisions are working to provide improvements to the Martin Luther King Community Center. Improvements to recreational facilities in low-income areas are a high priority objective, as a Community Development need.

Exhibits Contracts

NAME: Take Home Terrific Program **Request: $32,000**

APPLICANT: Mission Center Adult Day Service

Description: Mission Center Adult Day Service requests funds to support the continuation of program – Take Home Terrific Program. Take Home is an evening meal delivery service for individuals who have some type of mobility dysfunction or health issue that would keep them from meeting their nutritional needs. After an initial assessment, participants will receive meals during the week with extra meals provided for weekend needs on request. Participants will also receive a monthly wellness check. It is expected that 40 clients will be assisted during the year.

Budget: The requested funds would be used to pay for food supplies and staff preparation time and wages. These CDBG funds are proposed to be 30% of the total Take Home Terrific program budget. The entire program budget for the 12-month period is projected to be $80,300.

Eligibility: Per 24 CFR 570.201(e), public services are eligible for CDBG funding. A public service for senior citizens and disabled persons is considered by HUD as a presumed benefit to low and moderate income activity under its limited clientele provisions. This request will be subject to the 15% limitation on funds allocated for public services.

Consolidated Plan: Public services of benefit to the elderly and handicapped individuals are a priority community need.

Other Comments: As an ongoing program, this request is subject to the potential need for the operator to secure replacement funding.

Exhibits Contracts

NAME: Homebuyer Assistance Program **Request: $150,000**

APPLICANT: CDBG Office

Description: The City's Community Development Office proposes to continue the City's Homebuyer Assistance Program (HAP). Through the HAP, low-income first-time homebuyers receive financial assistance to help purchase decent homes anywhere in the City. Depending on income, up to $15,000 assistance would be provided to a homebuyer as a zero interest, deferred forgivable loan.

Budget: The requested funds could assist 6 households during the year. The CD office staff will accept and verify applications, inspect the homes, coordinate the closings and process payments. Community Development Office staff conducts the HAP and is paid by the City's general fund.

Eligibility: Per 24 CFR 570.201(n), homeownership assistance is a basic CDBG eligible activity. In order to meet the CDBG Objective of benefit to low and moderate income persons, the City must document that each assisted household meets the low and moderate-income criteria.

Consolidated Plan: A high priority is the need for more affordable homes on the market.

Exhibits Contracts

NAME: Administrative Personnel Request: $200,000

APPLICANT: CDBG Office

Description: Requested to cover CDBG personnel employment cost for the 2021/2022 program year.

Budget: The requested funds would be used to pay for 2 employee salaries and benefits.

Eligibility: Per 24 CFR 570.201(e), Administration.

Consolidated Plan: Administration.

Other Comments: The Community Development Block Grant administration fund may be used to prevent, prepare for, and respond to the call by city leadership to reduce departmental and divisional budget reductions of 10% for the new fiscal year. This reallocation may be authorized up to 20% of the grant funds in a given program year; although the City of Midland has by council resolution funded the CDBG department from the general fund for the last decade. The Community Development Department is willing and able to share the fiscal burden in this historic public health and unprecedented declining energy crisis.
Adnistration

Exhibits Contracts

NAME: Phase I/N. Baird to Wilcot Avenue Infrastructure Improvement Request: $336,179.

APPLICANT: CDBG Office

Description: The Installation of new street paving of various blocks of N. Baird to Wilcot Avenue pavement, sidewalks, curb & gutter, curb ramps.

Budget. The requested funds will be used to pay for contractors.

Eligibility. Per 24 CFR 570.201(e), Public Facility are eligible for CDBG funding.

Consolidated Plan. Public Facility. Development of public facilities by construction.

Other Comments. The location and details for the construction and related work are shown upon a set of drawings titled City of Midland Paving: Alleys, Streets and Sidewalks

Exhibits Contracts

NAME: Home Cleaning Program **Request: $45,000**

APPLICANT: Casa de Amigos

Description: Casa de Amigos requests funds to support its Citywide Community Services' Home Cleaning Program. The program's objective is to maintain safe and sanitary living conditions for indigent senior citizens (60+ years of age) and disabled individuals. Services include an initial deep cleaning and subsequent routine weekly cleaning. It is expected that 120 clients will be assisted during the year.

Budget: The requested funds would be used to help pay the wages of the program's homemakers. CDBG funds are proposed to be 30% of the total Citywide Community Services budget. The Citywide Community Services budget for the next year will be $98,000. Grants from United Way also help fund the program.

Eligibility: Per 24 CFR 570.201(e), public services are eligible for CDBG funding. A public service for senior citizens and disabled persons is considered by HUD as a presumed benefit to low and moderate income activity under its limited clientele provisions. This request will be subject to the 15% limitation on funds allocated for public services.

Consolidated Plan: Public services of benefit to the elderly and handicapped individuals are a priority community need.

Other Comments: As an ongoing program, this request is subject to the potential need for the operator to secure replacement funding. The home cleaning service has been continuously CDBG supported since 1991.

City Council Meeting

Item Number: 21

Meeting Date: September 14, 2021

To: City Council / City Manager

From: Isaac Garnett, Manager, Community Development

Subject: RESOLUTION AUTHORIZING THE EXECUTION OF COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACTS WITH CASA DE AMIGOS OF MIDLAND, TEXAS, INCORPORATED, MIDLAND VISIONS 2000, AND MISSION HEALTH CARE, INC.; AND AUTHORIZING THE FUNDING OF COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS, FOR A TOTAL COST OF $1,267,679.00 (DISTRICT: ALL) (DEVELOPMENT SERVICES)

Purpose:

Resolution authorizing the execution of the 2021-2022 CDBG Block Grant Projects and Contracts (700316); with Casa de Amigos of Midland Texas Inc., Mission Health Care Inc., Midland Visions 2000, in the amount of $259,000.00: Appropriating funds for the said contracts; and Appropriating $1,008,679.00 to the City of Midland Parks and Recreation, Homebuyer Assistance, N. Baird Street Infrastructure, Homeowner Minor Repair, and Administrative Personnel.

Recommended City Council Action:

Approve

Fiscal Impact:

$1,267,679 will be appropriated to the 2021-2022 CDBG Block Grant Project (7003136) and allocated to the following programs:

$122,500 will be allocated to City of Midland Parks and Recreation Program.
$200,000 will be allocated to the Owner Housing Minor Repair Program.
$200,000 will be allocated to the Administrative Personnel Program.
$150,000 will be allocated to the Homebuyer Assistance Program.
$336,179 will be allocated to the N. Baird Street Infrastructure Program.

$150,000 will be allocated to the Greenwood & Webster Street Program.
$32,000 will be allocated to the Mission Health Care, Inc. Take Home Terrific Meal Program.
$45,000 will be allocated to the Casa de Amigos Home Cleaning Program.
$32,000 will be allocated to the Casa de Amigos S.E. Senior Center Program.

Discussion:

Funds will be used to accomplish the 2021-2022 CDBG Second Annual Action Plan Objectives.



City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACTS WITH CASA DE AMIGOS OF MIDLAND, TEXAS, INCORPORATED, MIDLAND VISIONS 2000, AND MISSION HEALTH CARE, INC.; AND AUTHORIZING THE FUNDING OF COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS, FOR A TOTAL COST OF $1,267,679.00

WHEREAS, Casa de Amigos of Midland, Texas, Incorporated has agreed to provide services for the Case de Amigos Home Cleaning Program for $45,000.00; and

WHEREAS, Casa de Amigos of Midland, Texas, Incorporated has agreed to provide services for the SE Senior Center Nutrition Program for $32,000.00; and

WHEREAS, Midland Visions 2000 has agreed to provide services for the Greenwood Addition and Webster Avenue Infrastructure Project for $150,000.00; and

WHEREAS, Mission Health Care, Inc., has agreed to provide services for the Mission Center Take Home Terrific Program for $32,000.00; and

WHEREAS, the City Council finds it to be in the public interest to enter into contracts with said entities for said services; and

WHEREAS, the City Council finds it to be in the public interest to allocate funds in the amount of $200,000.00 to the Owner Housing Minor Repair Program; and

WHEREAS, the City Council finds it to be in the public interest to allocate funds in the amount of $122,500.00 to the City of Midland Parks and Recreation Program; and

WHEREAS, the City Council finds it to be in the public interest to allocate funds in the amount of $200,000.00 to the Administrative Personnel Program; and

WHEREAS, the City Council finds it to be in the public interest to allocate funds in the amount of $150,000.00 to the Homebuyer Assistance Program; and

WHEREAS, the City Council finds it to be in the public interest to allocate funds in the amount of $336,179.00 to the North Baird Street Infrastructure Program;

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

CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, Texas, Community Development Block Grant contracts with Casa de Amigos of Midland, Texas, Incorporated, Midland Visions 2000, and Mission Health Care, Inc., to provide community relief services with grant funds received from the United States Department of Housing and Urban Development. Said contracts to be kept on file in the office of the City Secretary, referenced by the date and number of this Resolution.

SECTION TWO. That the City Council hereby authorizes and approves the allocation of funds to the Owner Housing Minor Repair Program, the City of Midland Parks and Recreation Program, the Administrative Personnel Program, the Homebuyer Assistance Program, and the North Baird Street Infrastructure Program.

SECTION THREE. That funds for said contracts and programs are available in the 2021-2022 CDBG Block Grant Project (700316).

SECTION FOUR. That the City Comptroller is hereby authorized and directed to make payment to Casa de Amigos of Midland, Texas, Incorporated, Midland Visions 2000, and Mission Health Care, Inc., pursuant to the terms of their respective contracts, not to exceed the contracted price, upon receipt of proper invoices or statements approved by the City Manager. The final payment on all contracts must be a minimum of $3,000.00.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

_____
Christy Weakland, Interim Director of Finance

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Isaac Garnett, Community Development
Administrator

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

Exhibits Contracts

NAME: Take Home Terrific Program **Request: $32,000**

APPLICANT: Mission Center Adult Day Service

Description: Mission Center Adult Day Service requests funds to support the continuation of program – Take Home Terrific Program. Take Home is an evening meal delivery service for individuals who have some type of mobility dysfunction or health issue that would keep them from meeting their nutritional needs. After an initial assessment, participants will receive meals during the week with extra meals provided for weekend needs on request. Participants will also receive a monthly wellness check. It is expected that 40 clients will be assisted during the year.

Budget: The requested funds would be used to pay for food supplies and staff preparation time and wages. These CDBG funds are proposed to be 30% of the total Take Home Terrific program budget. The entire program budget for the 12-month period is projected to be $80,300.

Eligibility: Per 24 CFR 570.201(e), public services are eligible for CDBG funding. A public service for senior citizens and disabled persons is considered by HUD as a presumed benefit to low and moderate income activity under its limited clientele provisions. This request will be subject to the 15% limitation on funds allocated for public services.

Consolidated Plan: Public services of benefit to the elderly and handicapped individuals are a priority community need.

Other Comments: As an ongoing program, this request is subject to the potential need for the operator to secure replacement funding.

Exhibits Contracts

NAME: SE Senior Center Nutrition Program **Request: $32,000**

APPLICANT: Midland Casa de Amigos

Description: Midland Casa de Amigos requests funding for the nutrition programs at the Southeast Senior Citizen Center (1803 E Indiana) and at the Casa de Amigos (1101 E Garden Lane). Approximately 430 seniors are expected to benefit from the lunchtime meal program and take-home food boxes in order to supplement their nutritional needs. Meals are prepared daily at the MMH central kitchen located at 400 Rosalind Redfern Grover Pkwy

Budget: CDBG funds would be used to pay for an average 150 meals per day for the October 2021 to September 2022 period. The estimated $7.54 cost per meal includes all costs in providing the meals: personnel, supplies, transportation, food, equipment and administrative overhead.

Eligibility: Per 24 CFR 570.201(e), a public service for senior citizens is considered by HUD as a presumed benefit to low and moderate-income person's activity under its limited clientele provisions. This request will be subject to the 15% limitation on funds allocated for public services.

Consolidated Plan: Public services of benefit to the elderly and handicapped individuals are a priority community need.

Exhibits Contracts

NAME: Home Cleaning Program **Request: $45,000**

APPLICANT: Casa de Amigos

Description: Casa de Amigos requests funds to support its Citywide Community Services' Home Cleaning Program. The program's objective is to maintain safe and sanitary living conditions for indigent senior citizens (60+ years of age) and disabled individuals. Services include an initial deep cleaning and subsequent routine weekly cleaning. It is expected that 120 clients will be assisted during the year.

Budget: The requested funds would be used to help pay the wages of the program's homemakers. CDBG funds are proposed to be 30% of the total Citywide Community Services budget. The Citywide Community Services budget for the next year will be $98,000. Grants from United Way also help fund the program.

Eligibility: Per 24 CFR 570.201(e), public services are eligible for CDBG funding. A public service for senior citizens and disabled persons is considered by HUD as a presumed benefit to low and moderate income activity under its limited clientele provisions. This request will be subject to the 15% limitation on funds allocated for public services.

Consolidated Plan: Public services of benefit to the elderly and handicapped individuals are a priority community need.

Other Comments: As an ongoing program, this request is subject to the potential need for the operator to secure replacement funding. The home cleaning service has been continuously CDBG supported since 1991.

EXHIBITS CONTRACTS

NAME: Midland Visions 2000 **Request: $150,000**

APPLICANT: Midland Visions 2000

Description. requests CDBG funds to construct affordable housing infrastructure (sewer, water, gas, sidewalks, etc.) in the Greenwood Addition of the CDBG Target Area. The Location is land at or near the 800 Block of Webster Ave. The grant would likely enable the development of 6 single-family homes and 2-unit duplex housing complex for low-moderate income families. Completion may take up to eighteen months.

Budget. Funds are expected to account for $150,000 of the budget $1,470,00.

Eligibility. Per 24 CFR 570.201(a), land acquisition is an eligible CDBG activity. In order to meet the CDBG Objective of benefit to low-and moderate-income persons, Midland Visions 2000 must document that each assisted household meets the low and moderate-income criteria.

Target Area. These proposals are specifically to further objectives within the 2021-2022 CDBG Target Area.

Consolidated Plan. The 2020-2025 Consolidated Plan for Community Development and Housing Funds has identified assistance to foster Affordable housing as high priority needs.

Other Comments. None

City Council Meeting

Item Number: 22

Meeting Date: September 14, 2021

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: RESOLUTION PARTIALLY RELEASING A UTILITY EASEMENT THAT WAS GRANTED TO THE CITY OF MIDLAND BY LOS CONCHOS VENTURES, LLC; AUTHORIZING THE EXECUTION OF AN INSTRUMENT MEMORIALIZING THE PARTIAL RELEASE OF THE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 4) (ENGINEERING SERVICES)

Purpose:

The applicant, CRP SCP Briarwood Owner LLP, is requesting to vacate 128 square feet (0.0029-acre) portion of the public utility easement dated May 23, 2017 under Instrument Number 2017-15076, located in Lot 4, Block 1, SCP Midland West, City and County of Midland, Texas. Said release of right of way is a 2 foot by 64 foot section of the public utility easement, due to their building encroaching into the easement.

Recommended City Council Action:

Approve

Fiscal Impact:

No fiscal impact, property dedicated as right of way

Discussion:

The applicant, CRP SCP Briarwood Owner LLP, is requesting to vacate this 128 square feet or 0.0029-acre portion of public utility easement as their building is currently encroaching two (2) feet by sixty-four (64) feet into the utility easement.

All the appropriate adjacent owners are aware of the proposed partial Right of Way release and have signed the application.

This request has been circulated and reviewed by all pertinent City departments and franchise utility companies.

Morris William Jr.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION PARTIALLY RELEASING A UTILITY EASEMENT THAT WAS GRANTED TO THE CITY OF MIDLAND BY LOS CONCHOS VENTURES, LLC; AUTHORIZING THE EXECUTION OF AN INSTRUMENT MEMORIALIZING THE PARTIAL RELEASE OF THE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, Los Conchos Ventures, LLC granted to the City of Midland, Texas a Utility Easement, which was recorded on May 23, 2017, under Instrument Number 2017-15076 of the Official Public Records of Real Property of Midland County, Texas; and

WHEREAS, the City Council finds it to be in the public interest to partially release said Utility Easement;

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

SECTION ONE. That the City of Midland, Texas hereby releases the approximate 0.0029-acre tract of land identified as the "Released Property" in Exhibit "A", which is attached hereto and incorporated herein for all purposes, from the aforementioned Utility Easement. For the avoidance of doubt, the City is not releasing any property from the aforementioned Utility Easement other than the tract of land identified as the "Released Property" in Exhibit "A".

SECTION TWO. That the City Manager is hereby authorized and directed to execute an instrument memorializing the partial release of the aforementioned Utility Easement. Said instrument shall be in a form substantially similar to that attached hereto as Exhibit "A".

SECTION THREE. That the City Secretary is hereby authorized and directed to file said instrument in the Official Public Records of Real Property of Midland County, Texas.

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

City of Midland at a regular meeting on the _____ day of _____, A.D., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Carl Craigo, Director of Utilities

_____
Jose Ortiz, Director of Engineering Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

PARTIAL RELEASE OF UTILITY EASEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

THAT for good and valuable consideration, receipt of which is acknowledged, the **City of Midland, Texas** has abandoned, released, and discharged and does abandon, release, and discharge the approximate 0.0029-acre tract of land described in **Exhibit A**, which is attached hereto and incorporated herein (the "Released Property"), from that certain Utility Easement granted to the **City of Midland, Texas** by **Los Conchos Ventures, LLC** in an instrument recorded on May 23, 2017, under Instrument Number 2017-15076 of the Official Public Records of Real Property of Midland County, Texas.

For the avoidance of doubt, the **City of Midland, Texas** is not abandoning, releasing, or discharging any property from the aforementioned Utility Easement other than the Released Property.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____ A.D., 2021.

Original Grantee: City of Midland, Texas
300 N. Loraine St.
Midland, Texas 79701

_____
By: Robert Patrick, City Manager

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared **Robert Patrick**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of the **City of Midland, Texas**.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, A.D., 2021.

_____
Notary Public, State of Texas

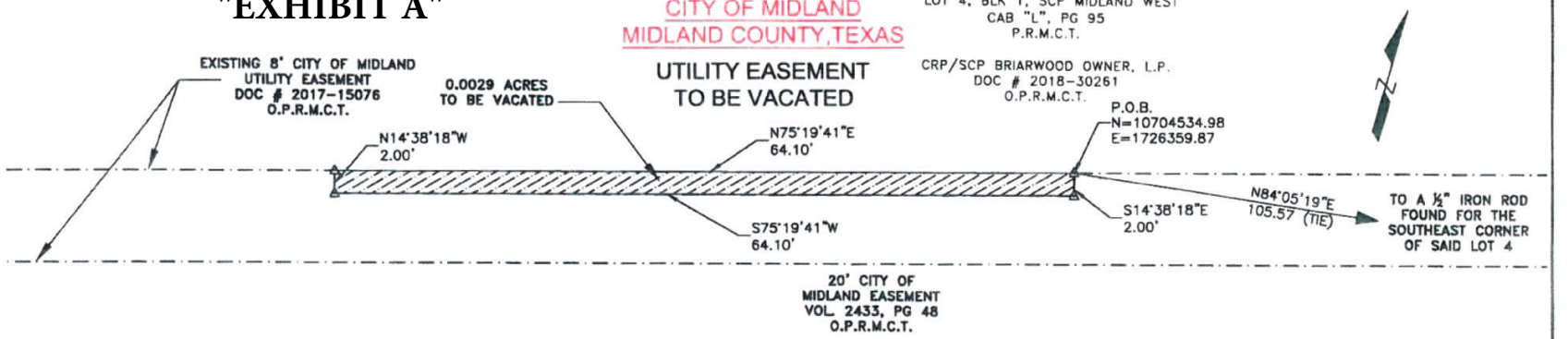
_____
Printed Name

My Commission Expires:_____

"EXHIBIT A"

CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

UTILITY EASEMENT TO BE VACATED



METES AND BOUNDS DESCRIPTION
CITY OF MIDLAND UTILITY EASEMENT TO BE VACATED

BEING A 0.0029 ACRE EASEMENT TO BE VACATED FROM THAT PARTICULAR EASEMENT RECORDED IN INSTRUMENT NUMBER 2017-15078, OFFICIAL PUBLIC RECORDS MIDLAND COUNTY, TEXAS OUT OF LOT 4, BLOCK 1, SCP MIDLAND WEST, CABINET "L" PAGE 95, PLAT RECORDS MIDLAND, COUNTY TEXAS, ACROSS A TRACT TO CRP/SCP BRIARWOOD OWNER, L.P. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CALCULATED POINT (N:10704534.98 E:1726359.87) BEING THE NORTHEAST CORNER OF THIS VACATED EASEMENT FROM WHICH A FOUND ½" IRON ROD FOR THE SOUTHEAST CORNER OF SAID LOT 4 BEARS N84°05'19"E, A DISTANCE OF 105.57 FEET;

THENCE S14°38'18"E, A DISTANCE OF 2.00 FEET TO A CALCULATED POINT;

THENCE S75°19'41"W, A DISTANCE OF 64.10 FEET TO A CALCULATED POINT;

THENCE N14°38'18"W, A DISTANCE OF 2.00 FEET TO A CALCULATED POINT;

THENCE N75°19'41"E, A DISTANCE OF 64.10 FEET TO THE **POINT OF BEGINNING AND CONTAINING 0.0029 ACRES OF LAND.**

GRAPHIC SCALE
0 5 10 20
(IN FEET)
1 INCH = 10 FT

SURVEY DATE: APRIL 16, 2021

NOTES:
1. COMPANION PLAT IS FILED IN THE OFFICE OF THIS SURVEYOR AND FURTHER DESCRIBES THE RECONSTRUCTION OF THE SURVEY UNDER M:\1021060988\100\Survey\02Base\60988-City of Midland Easment Vacate.dwg
2. COORDINATES, BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON CONICAL LAMBERT PROJECTION OF THE "TEXAS CENTRAL ZONE", NORTH AMERICAN DATUM OF 1983 SYSTEM", DISTANCES AND AREAS ARE SURFACE AND REFLECT A COMBINED GRID FACTOR OF 0.999908654 TO OBTAIN GRID VALUES. COORDINATES ARE GRID.
3. THIS SURVEY WAS PERFORMED WITHOUT THE AID OF A UPDATED TITLE COMMITMENT, THERE MAY BE EASEMENTS AND OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON, RECORD INFORMATION SHOWN HEREON IS BASED UPON A PUBLIC RECORDS SEARCH PERFORMED BY OTHERS.
4. THIS SURVEY SUPERCEDES ANY SURVEY OF A EARLIER DATE.

LEGEND

	CALCULATED POINT
VACATED EASEMENT	
EXISTING EASEMENT	

STATE OF TEXAS REGISTERED JENNIFER WARD-NUSZ 6396 PROFESSIONAL LAND SURVEYOR

JENNIFER WARD-NUSZ, TX RPLS 6396
DATE: May 18, 2021

SURVEYING AND MAPPING, LLC.
3106 W. CUTHBERT AVE., MIDLAND, TX 79701
PH: (432) 699-0601 FAX: (432) 699-0661
EMAIL: SAM@SAM.BIZ
TEXAS FIRM REGISTRATION No. 10064300

PROJECT: PROPOSED EASEMENT REV				SAM 3106 W. CUTHBERT AVE. MIDLAND, TX 79701 PH: (432) 699-0601 - FAX: (432) 699-0661 EMAIL: SAM@SAM.BIZ Texas Firm Registration No. 10064300	CITY OF MIDLAND MIDLAND COUNTY, TEXAS	SHEET 1 OF 1
JOB NUMBER: 60988						
DATE: 05/18/2021						
SCALE: 1" = 10'						
TRACT ID: CITY_OF_MIDLAND						
DRAWN BY: JG	NO.	REVISIONS	BY	DATE		



Midland County
Alison Haley
County Clerk
Midland, Texas 79702

Instrument Number: 2017-15076

As

Recorded On: May 23, 2017 **Recording after Aug 2005**

Billable Pages: 5

Number of Pages: 6

Comment: EM LOS CONCHOS VENTURES L

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recording after Aug 2005	42.00
Total Recording:	**42.00**

********** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT **********

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2017-15076
Receipt Number: 537158
Recorded Date/Time: May 23, 2017 10:11:33A
User / Station: C Gonzalez - CC215A

Record and Return To:

CITY OF MIDLAND
ATTN: KARLA MATA
PO BOX 1152
MIDLAND TX 79702

State of Texas
County of Midland

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the named RECORDS of Midland County, Texas as stamped hereon.

Alison Haley
County Clerk
Midland County, Texas

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

UTILITY EASEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

THAT **LOS CONCHOS VENTURES, LLC** ("Grantor") for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including benefits accruing and to accrue to the remainder of Grantor's property, does hereby GRANT, BARGAIN, SELL AND CONVEY to the **CITY OF MIDLAND, TEXAS** ("Grantee"), a home-rule municipal corporation, whose address is 300 North Loraine, Midland, Texas 79701, the non-exclusive right to construct, install, operate, use, maintain, repair, modify and replace a utility line and any necessary appurtenant facilities (collectively, the "Public Improvements"), in, on, upon, over, under, across, along and through the following described property owned by Grantor:

A 0.22-acre tract of land located in Section 24, Block 40, T-1-S, T&P RR Co., Midland County, Texas, being more fully described in the attached **Exhibit A** (the "Easement Property").

The Easement Property is to be used only as the site to construct the Public Improvements. The utility line is to be buried to a depth of at least three feet (3') below the surface of the Easement Property or as otherwise determined by Grantee to comply with Grantee's ordinances and regulations. The utility line will be buried with surface access to be at ground level, except for facilities that by their nature must extend above the ground level.

Grantee and its employees, contractors, agents, successors, and assigns, will have the free and uninterrupted right of passage in, on, upon, over, under, across, along and through the Easement Property for the purpose of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, operating, maintaining, accessing, inspecting, repairing, relocating and removing the Public Improvements, together with the right of ingress, egress and regress for such purposes in, on, upon, over, under, across, along and through the Easement Property.

Grantor may not use any part of the Easement Property described herein if its use will damage, destroy, injure or unduly interfere with the Grantee's use of the Easement Property.

Grantee will not have the right to establish a pro rata charge to recover the cost of the Public Improvements

The Easement Property subject hereto is not a blanket easement and does not grant Grantee access to any property of the Grantor that is not a part of the Easement Property.

Grantee agrees to dispose of all brush and debris from the Easement Property during construction by removing said brush and debris from the Easement Property and Grantor's adjacent property. Any construction, maintenance, repair or other work or activities performed on or within the Easement Property by Grantee shall be done in a good and workmanlike manner.

TO HAVE AND TO HOLD the above described property and rights unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and/or assigns to warrant and forever defend, all and singular, the above-described property and rights unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed this 30 day MARCH of A.D., 2017.

GRANTOR

Los Conchos Ventures, LLC
P.O. Box 52587
Midland, Texas 79710

By: _____
Vicente Carrasco, Member

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 30 day of MARCH, 2017, by Vicente Carrasco, Member of Los Conchos Ventures, LLC, a Texas limited liability company, on behalf of said limited liability company.

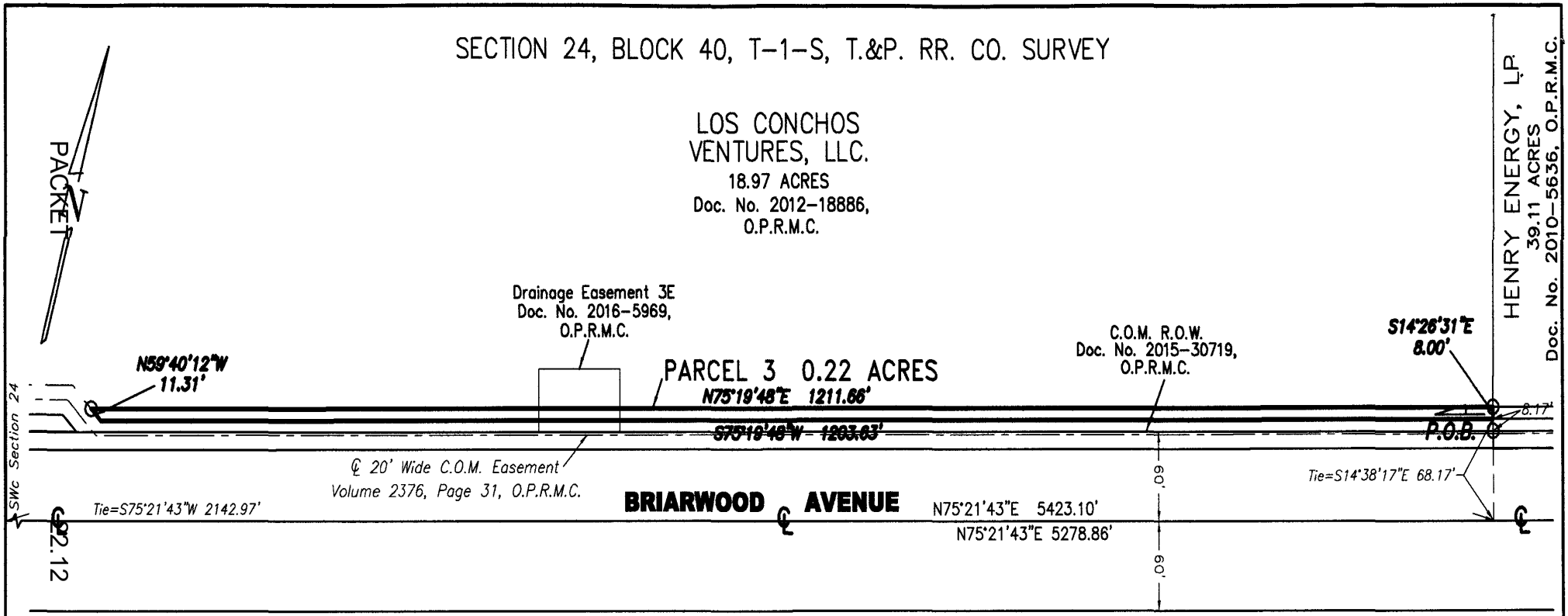
TAMMY BOWDEN
Notary Public, State of Texas
Comm. Expires 10-12-2017
Notary ID 12807457-2

MY COMMISSION EXPIRES

10-12-2017

Tammy Bowden
Notary Public, State of Texas

SECTION 24, BLOCK 40, T-1-S, T.&P. RR. CO. SURVEY



○= Set 1/2" Iron Rod with Plastic Cap marked "PLS 1974 ◎= Found 1/2" Iron Rod with Plastic Cap marked "PLS 1974"
Drawing File: PSC-BriarwoodParcels; Crd File: Briarwood83c; Drawn by: Gene M. Rodriguez; Scale: 1"=100'; Date: 1/16/17

PLAT SHOWING SURVEY OF AN 8 FOOT WIDE PUBLIC UTILITY EASEMENT LOCATED IN SECTION 24, BLOCK 40, T-1-S, T.&P. RR. CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

September 14, 202

Bearings, distances, and coordinates are relative to the Texas State Plane Coordinate System, NAD 1983/86, Central Zone, with a combine grid factor of 0.9998995, and a theta angle equal to -0°54'48.39" at U.S.C. & G. station "MIDLAND" with published values of Y= 10,690,154.70 and X= 1,746,696.78 in U.S. Survey Feet.

J. Stan Piper, Professional Land Surveyor do hereby certify that this plat is true and correct to the best of my knowledge and ability as surveyed on the ground on December 21, 2016 and January 4 & 9, 201

J. Stan Piper
Registered Professional Land Surveyor #1974

Parcel 3, Sheet 1 of 2

Prepared for:
Parkhill, Smith & Cooper, Inc.
Attn.: Jared Squyres
1700 W. Wall Street, Suite 100
Midland, Texas 79711

PIPER SURVEYING P.O. BOX 60432; MIDLAND, TEXAS 79711; 432.550.7810; FIRM NO. 10155200

1507.6

LEGAL DESCRIPTION OF AN 8 FOOT WIDE PUBLIC UTILITY EASEMENT LOCATED IN SECTION 24, BLOCK 40, T-1-S, T.&P. RR. CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

15076

Boundary being further described by metes and bounds as follows:

BEGINNING at (N= 10,704,553.68' and E= 1,726,463.01') the Southeast corner this parcel on the West line of a 39.11 Acre Tract as described in Document No. 2010-5636 and the East line of a 18.97 Acre Tract as described in Document No. 2012-18886, both in Official Public Records of Midland County, from whence a 1/2" iron rod with plastic cap marked "PLS 1974" set at the Northeast corner of a 0.80 Acre Tract as described in Document No. 2015-30719 bears S14°24'18"E, a distance of 8.17 feet, also from said beginning point the Southwest corner of said Section 24 bears S14°38'17"E, a distance of 68.17 feet and S75°21'43"W, a distance of 2142.97 feet;

THENCE S75°19'48"W with the North line of the City of Midland Easement as described in Volume 2376, Page 31, Official Public Records of Midland County, a distance of 1203.63 feet to the Southwest corner of this parcel;

THENCE N59°40'12"W with a Northeasterly line of said City of Midland Easement, a distance of 11.31 feet to a 1/2" iron rod with plastic cap marked "PLS 1974" set at the Northwest corner of this parcel;

THENCE N75°19'48"E, a distance of 1211.66 feet to a 1/2" iron rod with plastic cap marked "PLS 1974" set at the Northeast corner of this parcel;

THENCE S14°26'31"E with the West line of said 39.11 Acre Tract and the East line of said 18.97 Acre Tract, a distance of 8.00 feet to the PLACE OF BEGINNING.

Parcel contains 0.22 Acres of Land.

Bearings, distances, and coordinates are relative to the Texas State Plane Coordinate System, NAD 1983/86, Central Zone, with a combine grid factor of 0.9998995, and a theta angle equal to -0°54'48.39" at U.S.C. & G. station "MIDLAND" with published values of Y= 10,690,154.70 and X= 1,746,696.78 in U.S. Survey Feet.

I, J. Stan Piper, Registered Professional Land Surveyor, do hereby certify that this legal description is based on an actual survey made by me or under my supervision, and that the same is true and correct to the best of my knowledge and ability as surveyed on the ground on December 21, 2016 and January 4 & 9, 2017.

J. Stan Piper
Registered Professional Land Surveyor #1974

STATE OF TEXAS
REGISTERED
J. STAN PIPER
1974
PROFESSIONAL

Prepared for:
Parkhill, Smith & Cooper, Inc.
Attn.: Jared Squyres
1700 W. Wall Street, Suite 100
Midland, Texas 79711

Drawing File: PSC-BriarwoodParcels: Crd. File: BriarwoodBdc: Drawn by: Gene M. Rodriguez: Date: 1/16/17

Firm No. 10155200
PIPER SURVEYING P.O. BOX 60432; MIDLAND, TEXAS 79711; 432.550.7810

PARTIAL RELEASE OF UTILITY EASEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

THAT for good and valuable consideration, receipt of which is acknowledged, the **City of Midland, Texas** has abandoned, released, and discharged and does abandon, release, and discharge the approximate 0.0029-acre tract of land described in **Exhibit A**, which is attached hereto and incorporated herein (the "Released Property"), from that certain Utility Easement granted to the **City of Midland, Texas** by **Los Conchos Ventures, LLC** in an instrument recorded on May 23, 2017, under Instrument Number 2017-15076 of the Official Public Records of Real Property of Midland County, Texas.

For the avoidance of doubt, the **City of Midland, Texas** is not abandoning, releasing, or discharging any property from the aforementioned Utility Easement other than the Released Property.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____ A.D., 2021.

Original Grantee: City of Midland, Texas
300 N. Loraine St.
Midland, Texas 79701

_____
By: Robert Patrick, City Manager

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared **Robert Patrick**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of the **City of Midland, Texas**.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, A.D., 2021.

_____
Notary Public, State of Texas

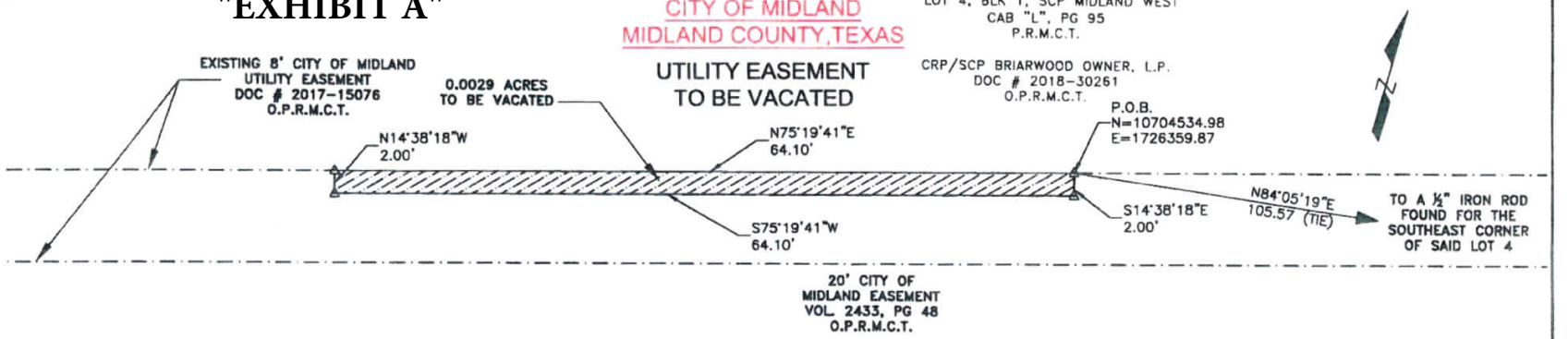
_____
Printed Name

My Commission Expires:_____

"EXHIBIT A"

CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

UTILITY EASEMENT TO BE VACATED



METES AND BOUNDS DESCRIPTION
CITY OF MIDLAND UTILITY EASEMENT TO BE VACATED

BEING A 0.0029 ACRE EASEMENT TO BE VACATED FROM THAT PARTICULAR EASEMENT RECORDED IN INSTRUMENT NUMBER 2017-15078, OFFICIAL PUBLIC RECORDS MIDLAND COUNTY, TEXAS OUT OF LOT 4, BLOCK 1, SCP MIDLAND WEST, CABINET "L" PAGE 95, PLAT RECORDS MIDLAND, COUNTY TEXAS, ACROSS A TRACT TO CRP/SCP BRIARWOOD OWNER, L.P. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CALCULATED POINT (N:10704534.98 E:1726359.87) BEING THE NORTHEAST CORNER OF THIS VACATED EASEMENT FROM WHICH A FOUND ½" IRON ROD FOR THE SOUTHEAST CORNER OF SAID LOT 4 BEARS N84°05'19"E, A DISTANCE OF 105.57 FEET;

THENCE S14°38'18"E, A DISTANCE OF 2.00 FEET TO A CALCULATED POINT;

THENCE S75°19'41"W, A DISTANCE OF 64.10 FEET TO A CALCULATED POINT;

THENCE N14°38'18"W, A DISTANCE OF 2.00 FEET TO A CALCULATED POINT;

THENCE N75°19'41"E, A DISTANCE OF 64.10 FEET TO THE **POINT OF BEGINNING AND CONTAINING 0.0029 ACRES OF LAND.**

GRAPHIC SCALE
0 5 10 20
(IN FEET)
1 INCH = 10 FT

SURVEY DATE: APRIL 16, 2021

NOTES:
1. COMPANION PLAT IS FILED IN THE OFFICE OF THIS SURVEYOR AND FURTHER DESCRIBES THE RECONSTRUCTION OF THE SURVEY UNDER M:\1021060988\100\Survey\02Base\60988-City of Midland Easment Vacate.dwg
2. COORDINATES, BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON CONICAL LAMBERT PROJECTION OF THE "TEXAS CENTRAL ZONE", NORTH AMERICAN DATUM OF 1983 SYSTEM", DISTANCES AND AREAS ARE SURFACE AND REFLECT A COMBINED GRID FACTOR OF 0.999908654 TO OBTAIN GRID VALUES. COORDINATES ARE GRID.
3. THIS SURVEY WAS PERFORMED WITHOUT THE AID OF A UPDATED TITLE COMMITMENT, THERE MAY BE EASEMENTS AND OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON, RECORD INFORMATION SHOWN HEREON IS BASED UPON A PUBLIC RECORDS SEARCH PERFORMED BY OTHERS.
4. THIS SURVEY SUPERCEDES ANY SURVEY OF A EARLIER DATE.

LEGEND

▲	CALCULATED POINT
VACATED EASEMENT	
EXISTING EASEMENT	

STATE OF TEXAS REGISTERED JENNIFER WARD-NUSZ 6396 PROFESSIONAL LAND SURVEYOR

JENNIFER WARD-NUSZ, TX RPLS 6396
DATE: May 18, 2021

SURVEYING AND MAPPING, LLC.
3106 W. CUTHBERT AVE., MIDLAND, TX 79701
PH: (432) 699-0601 FAX: (432) 699-0661
EMAIL: SAM@SAM.BIZ
TEXAS FIRM REGISTRATION No. 10064300

PROJECT: PROPOSED EASEMENT REV					SAM 3106 W. CUTHBERT AVE. MIDLAND, TX 79701 PH: (432) 699-0601 - FAX: (432) 699-0661 EMAIL: SAM@SAM.BIZ Texas Firm Registration No. 10064300	CITY OF MIDLAND MIDLAND COUNTY, TEXAS	SHEET 1 OF 1
JOB NUMBER: 60988							
DATE: 05/18/2021							
SCALE: 1" = 10'							
TRACT ID: CITY_OF_MIDLAND							
DRAWN BY: JG	NO.	REVISIONS	BY	DATE			

City Council Meeting

Item Number: 23

Meeting Date: September 14, 2021

To: City Council / City Manager

From: Jose Ortiz, Director of Engineering Services

Subject: RESOLUTION AUTHORIZING THE CITY MANAGER TO ACQUIRE, ON BEHALF OF THE CITY OF MIDLAND, ANY REAL PROPERTY INTERESTS NECESSARY OR APPROPRIATE, BY ANY INSTRUMENTS OF CONVEYANCE NECESSARY OR APPROPRIATE, FOR THE USE AND BENEFIT OF THE PUBLIC FOR STREET, ROAD, PEDESTRIAN ACCESS, DRAINAGE, AND PUBLIC UTILITY PURPOSES, AND FOR ANY OTHER ANCILLARY PUBLIC USE AS IS USUAL AND CUSTOMARY IN CONNECTION THEREWITH IN THE PORTION OF THE CITY THAT IS NORTH OF BUSINESS INTERSTATE 20, EAST OF FAIRGROUNDS ROAD, SOUTH OF THE NORTHERN BOUNDARY OF MIDLAND COUNTY, AND WEST OF ELKINS ROAD; AUTHORIZING THE CITY MANAGER TO OBTAIN APPRAISALS, NEGOTIATE, EXECUTE, AND FILE ALL DOCUMENTS NECESSARY TO ACQUIRE SAID REAL PROPERTY INTERESTS, PURCHASE TITLE INSURANCE POLICIES, AND HOLD THE CLOSINGS FOR SAID ACQUISITIONS; AUTHORIZING PAYMENT FOR SAID APPRAISALS, TITLE INSURANCE POLICIES, AND CLOSING COSTS; AND ORDERING THE CITY SECRETARY TO RECORD, OR ENSURE THAT THE TITLE COMPANY RECORDS, ALL INSTRUMENTS OF CONVEYANCE (DISTRICT 1 AND DISTRICT 2) (ENGINEERING SERVICES)

Purpose:

Resolution authorizing the City Manager to acquire, on behalf of the City of Midland, any real property interests necessary or appropriate, by any instruments of conveyance necessary or appropriate, for the use and benefit of the public for street, road, pedestrian access, drainage, and public utility purposes, and for any other ancillary public use as is usual and customary in connection therewith in the portion of the city that is north of Business Interstate 20, east of Fairgrounds Road, south of the northern boundary of Midland County, and west of Elkins Road; authorizing the City Manager to obtain appraisals, negotiate, execute, and file all documents necessary to acquire said real property interests, purchase title insurance policies, and hold the

closings for said acquisitions; authorizing payment for said appraisals, title insurance policies, and closing costs; and ordering the City Secretary to record, or ensure that the title company records, all instruments of conveyance.

Recommended City Council Action:

Approval

Fiscal Impact:

The final cost to the City for right-of-way acquisition shall be an amount agreed upon by the City Manager and the property owners.

Funds are available from Engineering Services Operating Budget for costs associated with appraisals and surveys.

Discussion:

The City of Midland's Master Thoroughfare Plan identifies **Todd Drive** as a north-south Arterial road on the east side of Midland. The existing Todd Drive is a two-lane road south of Loop 250 within ROW that varies by averages out as 60 feet. No portion of Todd Drive exists north of Loop 250.

Planned development along this road necessitates the construction of the road to city standards. A preliminary schematic of the proposed alignments has been completed. This agenda item requests authority to negotiate and purchase the ROW for the full 120 feet required for an Arterial.

Staff supports accepting this resolution. Attached is a location map showing the proposed alignment for Todd Drive and the area described for acquisition authority.

Morris Williams Jr.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY MANAGER TO ACQUIRE, ON BEHALF OF THE CITY OF MIDLAND, ANY REAL PROPERTY INTERESTS NECESSARY OR APPROPRIATE, BY ANY INSTRUMENTS OF CONVEYANCE NECESSARY OR APPROPRIATE, FOR THE USE AND BENEFIT OF THE PUBLIC FOR STREET, ROAD, PEDESTRIAN ACCESS, DRAINAGE, AND PUBLIC UTILITY PURPOSES, AND FOR ANY OTHER ANCILLARY PUBLIC USE AS IS USUAL AND CUSTOMARY IN CONNECTION THEREWITH IN THE PORTION OF THE CITY THAT IS NORTH OF BUSINESS INTERSTATE 20, EAST OF FAIRGROUNDS ROAD, SOUTH OF THE NORTHERN BOUNDARY OF MIDLAND COUNTY, AND WEST OF ELKINS ROAD; AUTHORIZING THE CITY MANAGER TO OBTAIN APPRAISALS, NEGOTIATE, EXECUTE, AND FILE ALL DOCUMENTS NECESSARY TO ACQUIRE SAID REAL PROPERTY INTERESTS, PURCHASE TITLE INSURANCE POLICIES, AND HOLD THE CLOSINGS FOR SAID ACQUISITIONS; AUTHORIZING PAYMENT FOR SAID APPRAISALS, TITLE INSURANCE POLICIES, AND CLOSING COSTS; AND ORDERING THE CITY SECRETARY TO RECORD, OR ENSURE THAT THE TITLE COMPANY RECORDS, ALL INSTRUMENTS OF CONVEYANCE

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager to acquire, on behalf of the City of Midland, any real property interests necessary or appropriate, by any instruments of conveyance necessary or appropriate, for the use and benefit of the public for street, road, pedestrian access, drainage, and public utility purposes, and for any other ancillary public use as is usual and customary in connection therewith in the portion of the city that is north of Business Interstate 20, east of Fairgrounds Road, south of the northern boundary of Midland County, and west of Elkins Road; and

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager to obtain appraisals, negotiate, execute, and file all documents necessary to acquire said real property interests, purchase title insurance policies, and hold the closings for said acquisitions;

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

SECTION ONE. That the City Manager is hereby authorized and directed to acquire, on behalf of the City of Midland, any real property interests necessary or appropriate, by any instruments of conveyance necessary or appropriate, for the use and benefit of the public for street, road, pedestrian access, drainage, and public utility purposes, and for any other ancillary public use as is usual and customary in connection therewith in the portion of the city that is north of Business Interstate 20, east of Fairgrounds Road, south of the northern boundary of Midland County, and west of Elkins Road, said portion being shown in Exhibit "A", which is attached hereto and incorporated herein. The "Proposed Alignment" shown in Exhibit "A" is for illustrative purposes only.

SECTION TWO. That the City Manager is hereby authorized and directed to obtain appraisals, negotiate, execute, and file all documents necessary to acquire the real property interests, purchase title insurance policies, and hold the closings for said acquisitions at a title company selected by the City Manager.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay for said appraisals, title insurance policies, and closing costs out of funds available in the Engineering Services Operating Budget upon receipt of proper invoice or statement therefor approved by the City Manager.

SECTION FOUR. That the City Secretary is hereby authorized and directed to file, or ensure that the title company files, all instruments of conveyance acquired in accordance with this resolution in the Deed Records of Midland County, Texas. Copies of said instruments of conveyance shall be maintained on file in the City Secretary's Office.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

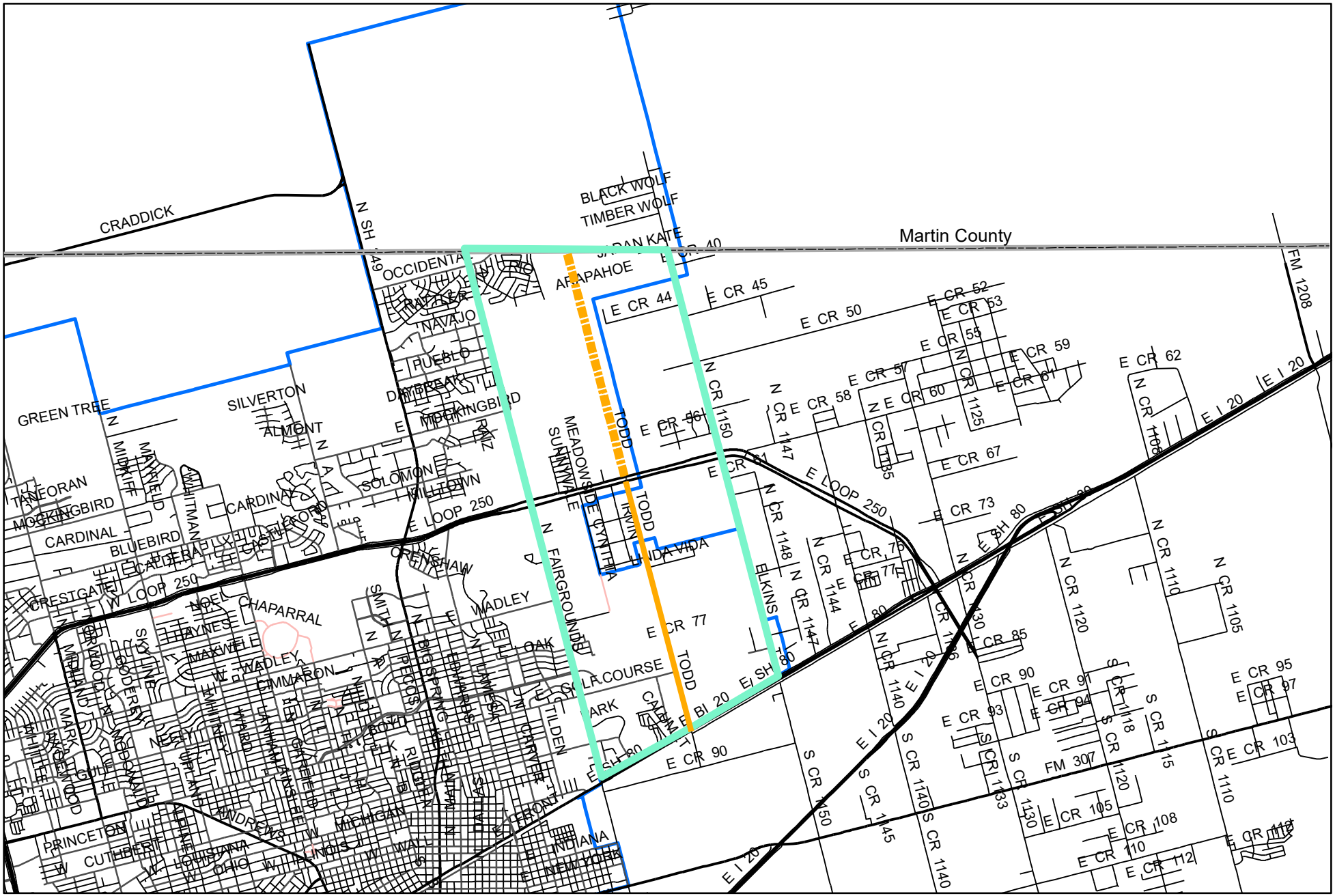
_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney



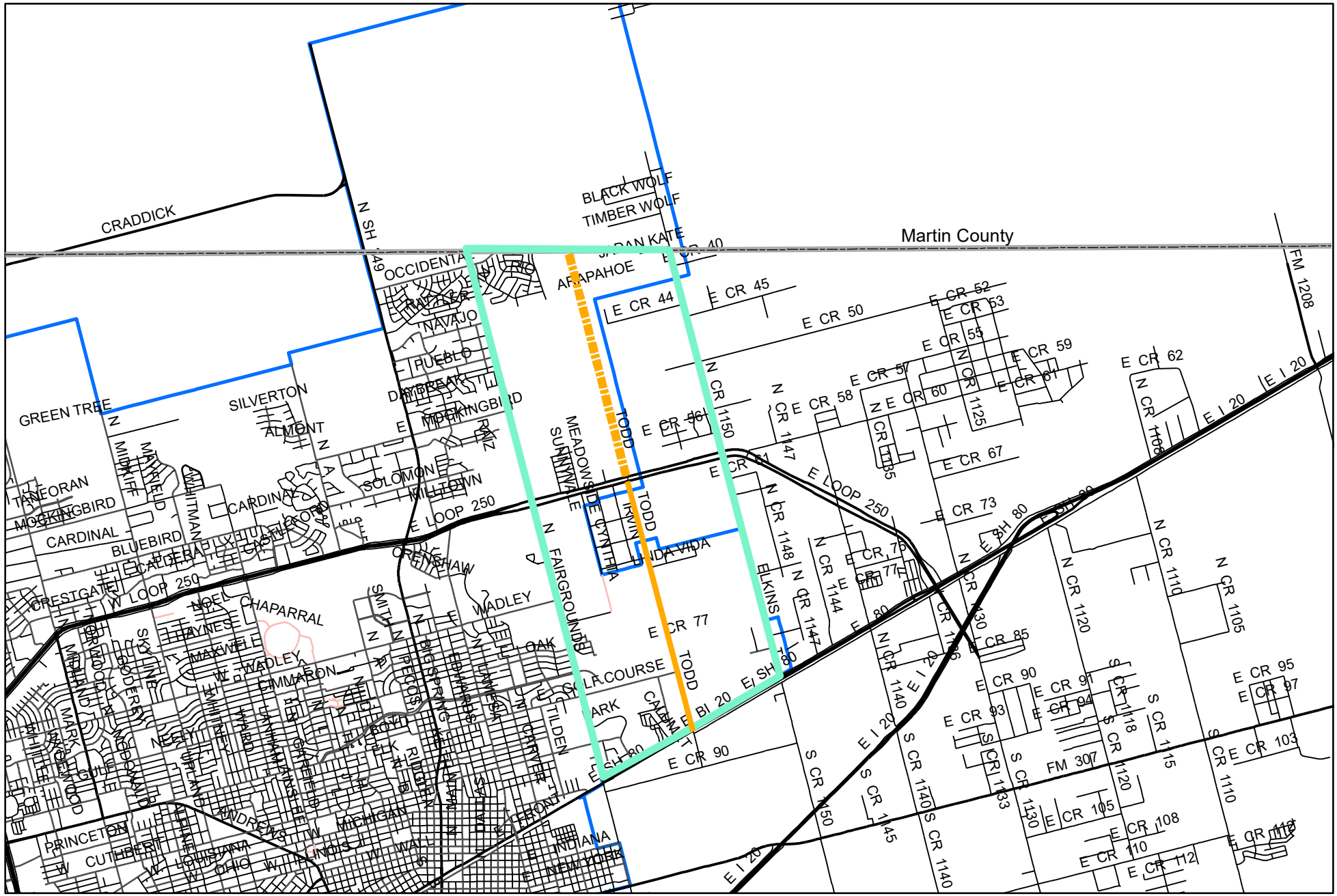
Location Map - Todd Road Drive

PACKET 23.7

September 14, 2021

N
W E
S

0 0.5 1 2 Miles



Location Map - Todd Road Drive

PACKET 23.8

September 14, 2021

N
W E
S

0 0.5 1 2 Miles

City Council Meeting

Item Number: 24

Meeting Date: September 14, 2021

To: City Council / City Manager

From: Seth Herman, Police Chief

Subject: RESOLUTION AUTHORIZING THE ISSUANCE OF AN OPERATING CERTIFICATE FOR JOHN LEWALLEN D/B/A BIG JOHN'S LIMO SERVICE; SETTING FORTH CONDITIONS ACCOMPANYING THE CERTIFICATE; AND ESTABLISHING THE TERMS OF THE CERTIFICATE (DISTRICT: ALL) (POLICE)

Purpose:

RESOLUTION AUTHORIZING THE ISSUANCE OF AN OPERATING CERTIFICATE FOR JOHN LEWALLEN D/B/A BIG JOHN'S LIMO SERVICE; SETTING FORTH CONDITIONS ACCOMPANYING THE CERFTIFICATE; AND ESTABLISHING THE TERMS OF THE CERTIFICATE.

Recommended City Council Action:

Approve

Fiscal Impact:

NONE.

Discussion:

John Lewallen, owner of Big John's Limo Service, has filed an application with the City Secretary's Office for the renewal of his operating certificate. The applicant has successfully passed the requisite background investigation related to criminal and driving records conducted by the Midland Police Department. Mr. Lewallen has furnished all necessary documents related to proof of financial responsibility and has signed a copy of the operating certificate indicating his acceptance of provisions.



City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ISSUANCE OF AN OPERATING CERTIFICATE FOR JOHN LEWALLEN D/B/A BIG JOHN'S LIMO SERVICE; SETTING FORTH CONDITIONS ACCOMPANYING THE CERTIFICATE; AND ESTABLISHING THE TERMS OF THE CERTIFICATE

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

SECTION ONE. That the City Secretary is hereby authorized and directed to act on behalf of the City of Midland to issue an Operating Certificate for a taxicab business to John Lewallen D/B/A Big John's Limo Service pursuant to Title V, Chapter 6 of the Midland City Code, the provisions of said certificate to be as set forth in Exhibit A, which is attached hereto and incorporated herein for all purposes.

SECTION TWO. Notwithstanding Section One, the City Secretary shall not issue the Operating Certificate unless and until:

A. John Lewallen D/B/A Big John's Limo Service has delivered to the City Secretary a current certificate of insurance indicating compliance with the insurance requirements set forth in Section 5-6-2(F) of the Midland City Code for all motor vehicles to be used as taxicabs under the Operating Certificate; and

B. John Lewallen D/B/A Big John's Limo Service has paid to the City the amount of the annual fee required under Section 5-6-2(G) of the City Code; and

C. John Lewallen D/B/A Big John's Limo Service has signed a copy of the Operating Certificate indicating acceptance of the provisions set forth therein.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

CITY OF MIDLAND OPERATING CERTIFICATE FOR TAXICAB BUSINESS

THIS OPERATING CERTIFICATE is issued to John Lewallen D/B/A Big John's Limo Service ("Operator"), whose address is 422 O'Rourke Street, Midland, Texas 79706, pursuant to Title V, Chapter 6 of the Midland City Code, for the purpose of granting to Operator the privilege of operating a taxicab business along, across, and over the public streets of the City of Midland, Texas, now laid out or dedicated, and all extensions thereof, subject to the following provisions and conditions:

1. Business Name: The name of the taxicab business operated pursuant to this certificate shall be Big John's Limo Service.

2. Term: This certificate shall be valid and in effect for five years from the date of issuance indicated below, subject to earlier termination as set forth in the Midland City Code.

3. Suspension of Certificate for Non-Payment: This certificate shall be automatically suspended on March 1 of any year during the term of this certificate if Operator has not paid the annual fee required by Section 5-6-2(G) of the Midland City Code when due, and shall remain suspended until the annual fee is paid.

4. Compliance With All Laws: Operator must at all times operate the above-named taxicab business in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including, but not limited to, Title V, Chapter 6 and Title XIII, Chapter 2 of the Midland City Code, as amended from time to time, and this certificate may be revoked by the Midland City Council at any time for Operator's non-compliance with said laws, regulations, or ordinances.

5. Assignability and Transferability: This certificate is personal to the Operator named above and may not be assigned by sale or otherwise to any other person or entity. Any attempt to assign this certificate or any interest in this certificate shall be void and will serve as grounds for termination of this certificate by the City.

6. Airport Privileges: This certificate grants to the Operator the privilege of operating at Midland International Airport, provided that such operations shall not be permitted until Operator has complied with Section 5-6-8 of the Midland City Code.

ISSUED THIS ____ DAY OF _____, 2021.

_____
Amy M. Turner, City Secretary
City of Midland, Texas

ACCEPTANCE

The Operator herein named accepts this Operating Certificate and agrees to abide by all its provisions and all applicable federal, state, and local laws, ordinances, and regulations, including, but not limited to, applicable provisions of the Midland City Code, as amended, and the regulations governing the charging of fares between the City of Midland and the City of Odessa.

_____

Operator

TAXI/LIMO OPERATING CERTIFICATE

APPLICATION CHECKLIST

Date Submitted	07-19-2021
Name of Applicant	Big John Limo
Application Complete?	Yes ✓ NO
Attachments Complete?	Yes ✓ NO
Copy of current lease or affidavit to ownership & occupancy	Yes ✓ NO
Application verified by City Secretary's Office:	07.19.2021
Certificate of Insurance Included? ***(5-6-2 (F)3)**	Yes ✓ NO
Certificate of Insurance reviewed by Legal?	Approved: ✓ Disapproved:
Original Application sent to Chief of Police by the City Secretary's Office?	Date Sent: 8-18-21
Reviewed by Chief of Police?	Approved: Disapproved:
On file with City Secretary Office 15 days prior to Council Meeting *** (5-6-2(B))**	Yes NO
Date Application went to Council	
Results	Approved: Rejected:

References from Ordinance NO. 9577

Following review Please return to:

Jamie R. Lopez

City Secretary's Office

City Hall Room 330

For questions please call:

432-685-7559

CITY OF MIDLAND

APPLICATION FOR OPERATING CERTIFICATE FOR LIMOUSINE BUSINESS

The City of Midland reserves the right to deny this application and to require additional information as needed.

Please print in **black ink or type**:

1. Applicant Information:

   a. Name (complete): John Lewallen DBA Big Johns Limo
   Permanent Address: 422 ORourke St.
   Mailing Address: SAME
   City Midland State TX. Zip 79706
   Phone: 432-570-6699

   b. Is this application filed by a partnership? Yes _____ No ✓
   If Yes, list all partners' names, addresses and phone numbers:

Name	Address	Phone

   c. Is this application filed by a corporation? Yes ___ No ✓
   If Yes, list the name and location of its principal place of business:

   Attach a list of the names and addresses of all officers, directors and stockholders in the corporation.

   d. List all persons with an interest in this limousine business:

Name	Address	Occupation
John Lewallen	422 ORourke St.	OWNER

2. Limousine Business Information:
   a. Headquarters Address: 422 ORourke St.
   Headquarters Phone: 432-570-6699

   b. Location and Description of Additional Limousine Stands:

   c. Trade Name: Big Johns Limo

   d. Color Scheme: N/A

e. Description of each limousine:

Year	Make	Model	Limo #	Owner	Leased?
2007	Gmc Yukon	Yukon		✓	
2008	Dodge	Charger		✓	
2008	Gmc Yukon	Yukon		✓	
2007	Chev.	Bus		✓	
2014	Gmc	Yukon		✓	

3. Do you currently operate or have an interest in any limousine business other than Midland? If yes, provide complete information concerning same. NO

4. Please outline below your program and requirements to test employees to determine use of illegal drugs? (Minimum requirement: Test 50% of employees and 50% of contract drivers at least once a year.)

CDL Drivers

5. The following should be attached and made a part of this application:

Attachment A: financial statement of applicant and for all partners or corporation.

Attachment B: statement of assets and liabilities dedicated to limousine business.

Attachment C: liability insurance certificate to be approved by City Attorney's office.

Attachment D: applicants must supply a copy of their corporate charter or a copy of the corporation's certificate from the Texas Secretary of State indicating authority to conduct business in the State of Texas.

Attachment E: applicant's experience record.

Attachment F: City chauffeur's license application information.

6. Affidavit

I hereby swear or affirm that the information on this application and the attachments to same are true and correct to the best of my knowledge.

John Lewallen
Applicant's signature

Subscribed and sworn to before me by the said
this the 15 day of July, 2021, to certify which witness my hand and seal of office.

YVONNE GONZALES VARGAS
Notary ID #128733610
My Commission Expires
September 2, 2023

Notary Public

PLEASE BE ADVISED THAT CRIMINAL RECORDS OF ALL APPLICANTS WILL BE CHECKED PURSUANT TO TEX. REV. CIV. STAT. ANN. ART. 6252-13c (VERNON SUPP. 1998)

Return completed application and attachments to:

City Secretary's Office
300 N. Loraine, Room 340
Midland, Texas 79701

Attachment A

FINANCIAL STATEMENT

The following is a financial statement for John Lewallen, an applicant for a limousine operating certificate in the application attached. This constitutes a full disclosure of my financial status. (Attach additional pages if necessary.)

ASSETS	LIABILITIES
REAL ESTATE	
422 ORourke St	
3010 w michigan	
AUTOMOBILES	
Several	
PERSONAL AND HOUSEHOLD GOODS	
House Full	
CASH	
Tax account	
Savings account	
Checkingaccount	
SECURITIES, STOCKS, OTHER INVESTMENTS	
IRA	
Yes	
OTHER	

John Lewallen
Applicant

Attachment B

ASSETS AND LIABILITIES DEDICATED TO LIMOUSINEBUSINESS

I, John Lewallen, the applicant for an operating certificate in the attached application hereby designate the following of my assets and liabilities as being dedicated to the limousine business for which I seek an operating certificate. The following represents a full disclosure of my financial commitment to that limousinebusiness.

ASSETS	LIABILITIES
REAL ESTATE	
718 N Midland Dr	
AUTOMOBILES	
5 Veh Running	
5 Veh Not on the Road anymore	
PERSONAL AND HOUSEHOLD GOODS	
yes	
CASH	
yes	
SECURITIES, STOCKS, OTHER INVESTMENTS	
yes	
OTHER	

John Lewallen
Applicant

Attachment C

INSURANCE COVERAGE

A Certificate of Insurance listing coverage and each vehicle covered shall be filed with this application as set forth in City Code 5-6-2(F).

Coverage shall be:

(a) not less than twenty thousand dollars ($20,000.00) for bodily injury or death in any one accident;

(b) not less than forty thousand dollars ($40,000.00) because of injury or death of two (2) or more persons in any one accident;

(c) not less than fifteen thousand dollars ($15,000.00) for property damage;

(d) not less than two thousand dollars ($2,000.00) for personal injury protection for passengers; and

(e) include uninsured motorists coverage in the same amounts as required for liability coverage.

Attachment D

CORPORATE CHARTER OR CERTIFICATE

Corporate applicants must supply a copy of their Corporate Charter or a copy of the corporation's certificate from the Texas Secretary of State indicating the corporation's authority to conduct business in the State of Texas. Please attach as Attachment D.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/6/2021

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

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

PRODUCER	CONTACT NAME: BECCA DICKERSON	
MIKE BOWDEN AGENCY 3303 N Midkiff Rd #148 Midland, TX 79705	PHONE (A/C, No, Ext): (432)694-1737	FAX (A/C, No): (432)694-0238
	E-MAIL ADDRESS: mikebowdenagency@gmail.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : NATIONAL LIABILITY & FIRE INS	
INSURED BIG JOHN'S LIMO SERVICE 422 O ROARK MIDLAND, TX 79706 TX 79706	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS	Y		73APR391704	10/18/2020	10/18/2021	BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Uninsured Motorist	$ 85,000
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

LIMOUSINE SERVICE

VEHICLES: 2007 GMC SR#5248, 2008 DODGE SR#1246, 2007 CHEV BUS SR#1531, 2014 GMC SR#8039, 2008 GMC SR#9875

CERTIFICATE HOLDER

CITY OF MIDLAND
300 N LORAINE ST
MIDLAND, TX 79701

FAX # 685-0523

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mike Bowden

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Attachment E

EXPERIENCE RECORD

I, John Lewallen, the applicant for a limousine operating certificate in the attached application, have the following experience record in relation to limousineand other commercial transportation:

Company Name and Address	Dates of Service	Position with Company
Big Johns limo 422 Orarkest Midland, TX. 79706	1999 to Present	OWNER

Total number of years driving a taxicab: Limo 22 years

How long have you held a driver's license? 46 years 9-26-58 Date of Birth:

Provide information below for States in which you have held a Driver's License:

State of Issuance	Dates Held	Type	Driver's License Number
Texas	1974 to present	CM	08128033

Describe any accident with a motor vehicle which you have had in the last ten years. Specific responsibility for the accident, any property damaged and the extent of any injuries suffered by any person involved:

Other Comments:

John Lewallen
Applicant

Attachment F
CITY CHAUFFEUR'S LICENSE

Full Name (including Maiden): John C Lewallen
Address: 422 ORourke St. Phone: 432-570-6499
Business Address: 418 N Midland Dr. Build B Phone:
Birth Place: Midland TX Birth Date: 9-26-58 Age: 62
Race: W Sex: M Hgt 5'10" Wgt: 250 Hair: Gray Eyes: Blue Complexion: W Fair
List any body or facial marks/defects:
Length of Residence: Midland 62 years State SAME U.S. Citizen? Yes or No:
Driving Experience-Number of Years: 48 Social Security #: 460-27-8368

TX DRIVERS LICENSE #: 08128033

LIMOUSINE COMPANY YOU ARE WORKING FOR:
Name of Limousine Company: Big Johns Limo
Limousine Company Address: 418 N Midland Dr.
Physician Name: Dr Jubie Reed
Physician Address: 101 N.E. St. Midland Phone #: 684-4488

HAVE YOU EVER BEEN ARRESTED? Yes ✓ No

List the charge(s) whether or not you know the date and/or disposition, and whether or not you were convicted: (Do not list traffic violations here.)

Place Arrested	Date	Charge	Disposition
Midland	4-12-77	Moving Traffic Violation	? Droped

(List additional arrests on the back of this sheet.)

If convicted of a criminal offense, you may attach any recommendations from authorities regarding your record of good conduct.

List all traffic violations you have received (if any):

Place	Date	Charge	Disposition
Over 20 years			

(List additional traffic violations on the back of this sheet.)

Any omission will result in a denial of this application. This information is true and correct to the best of my knowledge.

Signed: John Lewallen
Dated: 7-15-21

City Council Meeting

Item Number: 25

Meeting Date: September 14, 2021

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: RESOLUTION APPROVING THE TRANSFER OF A RIGHT-OF-WAY LICENSE FROM DE3 OPERATING LLC ("LICENSEE") TO PIONEER NATURAL RESOURCES USA, INC. ("TRANSFEREE"); SAID RIGHT-OF-WAY LICENSE BEING LOCATED IN SECTION 23, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT 4) (UTILITIES)

Purpose:

Pioneer Natural Resources USA, Inc. has purchased 100% of the equity interest of the parent company of DE3 Operating, LLC. and is now operating all the wells and Right of Way properties located in the City of Midland. They have requested approving the transfer of the Right of Way License issued as Resolution Number 2012-128, associated with the Oil and Gas Well Permits located in Section 23, Block 40, Township 1 South, T&P RR Co. Survey, City and Midland County Texas. This Agreement is in year 9 of the first twenty-five (25) year term and shall renew at the end of the initial Agreement term for one (1) additional twenty-five (25) year term.

Recommended City Council Action:

Approve

Fiscal Impact:

The following fees are collected and are current:

Annual Lease Rate (rods x $20/rod): $ 400.00 (minimum)

Discussion:

Right of Way License 2012-128 is for a twenty-four (24) inch casing and four (4) inch flow line

within a portion of Golden Gate Road in Section 23, Block 40, Township 1 South. Pioneer Natural Resources USA, Inc. has provided the necessary instruments required and agrees to be bound by the terms and conditions of the Right of Way License.

Attachments: Letter Pioneer Natural Resources USA, Inc. Oil & Gas Request; Well and Right of Way list. Certificate of Insurance

Robert Patrick

City Manager's Office

RESOLUTION NO. _____

RESOLUTION APPROVING THE TRANSFER OF A RIGHT-OF-WAY LICENSE FROM DE3 OPERATING LLC ("LICENSEE") TO PIONEER NATURAL RESOURCES USA, INC. ("TRANSFEREE"); SAID RIGHT-OF-WAY LICENSE BEING LOCATED IN SECTION 23, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS

WHEREAS, the City Council authorized the transfer of that certain right-of-way license to Licensee by Resolution No. 2019-059; and

WHEREAS, Licensee has requested the City of Midland approve the transfer of said right-of-way license to Transferee; and

WHEREAS, said right-of-way license is located in Section 23, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas; and

WHEREAS, the City Council finds it to be in the public interest to approve said transfer;

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

SECTION ONE. That Licensee's transfer of said right-of-way license to Transferee is hereby approved.

SECTION TWO. That all terms and conditions of said right-of-way license shall remain in full force and effect, and Transferee shall be bound by said terms and conditions.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

PIONEER
NATURAL RESOURCES

July 30, 2021

City of Midland
Attn: Mr. Ron Jenkins, Oil & Gas Coordinator
300 N. Loraine
P.O. Box 1152
Midland, TX 79702

RE: Transfer of Permits

SEC 23, BLOCK 40 T1S, T&P RR CO, A 252, MIDLAND COUNTY

Mr. Jenkins,

Please be advised that as the result of the purchase by Pioneer Natural Resources USA, Inc. ("PNR") of 100% of the equity interest of the parent company of DE3 Operating, LLC. ("DE3") as of May 4, 2021, and a subsequently executed contract operating agreement, PNR now operates all of the Wells and Right-of-Way properties located in the City of Midland that were formerly operated by DE3.

In connection with this transaction, PNR became the operator of the wells effective June 1, 2021. PNR has modified their bonding and insurance in order to operate within the City of Midland. Please find PNR's certificate of insurance and bond(s) enclosed with this letter.

PNR hereby respectfully requests that the Midland City Council approve the proposed transfer of operations and permits for the Wells and Right-of-Way from DE3 to PNR.

DE3 has agreed to transfer all operations and permits (subject to council approval) to PNR and has agreed to assume (subject to council approval) such operations and permits and all related obligations, as evidenced by PNR's joinder in the execution and delivery of this letter.

If you have any questions or need additional information, please do not hesitate to contact Laura Wallace

Sincerely,

Signature: Bonnie S Black
Name: VP DRILLING
Title: BONNIE S BLACK
Date: 8-2-21

DE3 OPERATING, LLC

777 Hidden Ridge | Irving, TX 75038 T 972.444.9001 F 972.969.3587 PXD.COM

PIONEER
NATURAL RESOURCES

The undersigned hereby agrees to being named Operator of the all wells formerly operated by DE3 Operating, LLC. and covered under City of Midland resolutions and city Code 6-1-23, and assumes all obligations thereunder and under the associated Permits.

Pioneer Natural Resources USA, Inc.

By: Laura E Wallace
Name: Laura Wallace
Title: Sr Staff Regulatory Specialist
Date: 8/10/21

Enclosures:

Well List
Right of Way List
Certificate of Insurance
Bond

777 Hidden Ridge | Irving, TX 75038 T 972.444.9001 F 972.969.3570 PXD.COM

RRC/SYSTEM WELL NAME	LEGAL LOCATION	API #	APPROVED
PECAN ACRES 23 1D	SEC 23, BLK 40 T1S, T&P RR CO SURVEY	329-38156	6/26/2012
PECAN ACRES 23 3	SEC 23, BLK 40 T1S, T&P RR CO SURVEY	329-37805	4/10/2012
PECAN ACRES 23 6	SEC 23, BLK 40 T1S, T&P RR CO SURVEY	329-37804	4/10/2012
PECAN ACRES 23 7	SEC 23, BLK 40 T1S, T&P RR CO SURVEY	329-38946	3/25/2014
PECAN ACRES 23 8	SEC 23, BLK 40 T1S, T&P RR CO SURVEY	329-38635	8/13/2013
PECAN ACRES 23 11	SEC 23, BLK 40 T1S, T&P RR CO SURVEY	329-38322	1/8/2013
PECAN ACRES 23 12	SEC 23, BLK 40 T1S, T&P RR CO SURVEY	329-37806	4/10/2012
PECAN ACRES 23 PSA 1 1H	SEC 23, BLK 40 T1S, T&P RR CO SURVEY	329-39877	6/9/2015
PECAN ACRES 23 PSA 1 2SH	SEC 23, BLK 40 T1S, T&P RR CO SURVEY	329-39880	6/9/2015
PECAN ACRES 23 PSA 2 9SH	SEC 23, BLK 40 T1S, T&P RR CO SURVEY	329-40608	2/23/2016
PECAN ACRES 23 PSA 2 16AH	SEC 23, BLK 40 T1S, T&P RR CO SURVEY	329-40609	2/23/2016
PECAN ACRES 23 PSA 3 3H	SEC 23, BLK 40 T1S, T&P RR CO SURVEY	329-40981	10/25/2016
PECAN ACRES 23 PSA 3 10SH	SEC 23, BLK 40 T1S, T&P RR CO SURVEY	329-40978	10/25/2016
PECAN ACRES 23A 1	SEC 23, BLK 40 T1S, T&P RR CO SURVEY	329-37761	3/20/2012
PECAN ACRES 23A 2	SEC 23, BLK 40 T1S, T&P RR CO SURVEY	329-37760	3/20/2012
PECAN ACRES 23A 3	SEC 23, BLK 40 T1S, T&P RR CO SURVEY	329-37770	3/20/2012

ROW LEGAL LOCATION	INSTRUMENT NO.	RECORDED
SEC 23, BLOCK 40, T&P RR CO SURVEY, A 252	2012-128	4/25/2012

Right of Way: Identified in that certain Right-of-Way Crossing License dated April 25, 2012 by and between The City of Midland, Texas (Licensor) and Callon Petroleum Company (Licensee).

VENDOR: 32906
Pioneer Corporate

CITY OF MIDLAND
777 Hidden Ridge Irving TX 75038

07/22/2021 890724
OPERATING ACCOUNT

Invoice Date	Invoice Number	Vendor No.	Description	Net Amount
20-Jun-2021	n/a - Per Ordinance	32906	$500 per well to transfer them from the Double Eagle	8,000.00
			TOTAL FOR CHECK	8,000.00

NOT NEGOTIABLE
NOT NEGOTIABLE
NOT NEGOTIABLE

THIS IS WATERMARKED PAPER - DO NOT ACCEPT WITHOUT NOTING WATERMARK - HOLD TO LIGHT TO VERIFY WATERMARK

07/22/2021 **890724**

Pioneer Corporate
777 Hidden Ridge
Irving TX 75038

BANK OF AMERICA, N.A

64-1278
611

VOID AFTER 90 DAYS

PAY EIGHT THOUSAND DOLLARS AND ZERO CENTS*****

PAY TO THE ORDER OF:

$*****8,000.00**

CITY OF MIDLAND

300 N LORAINE ST

MIDLAND TX 79701-4725
UNITED STATES

Pioneer Natural Resources

⑈890724⑈ ⑆061112788⑆ 329 994 9679⑈

PIONEER
NATURAL RESOURCES

July 30, 2021

City of Midland
Attn: Mr. Ron Jenkins, Oil & Gas Coordinator
300 N. Loraine
P.O. Box 1152
Midland, TX 79702

RE: Transfer of Permits

SEC 23, BLOCK 40 T1S, T&P RR CO, A 252, MIDLAND COUNTY

Mr. Jenkins,

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DE3 has agreed to transfer all operations and permits (subject to council approval) to PNR and has agreed to assume (subject to council approval) such operations and permits and all related obligations, as evidenced by PNR's joinder in the execution and delivery of this letter.

If you have any questions or need additional information, please do not hesitate to contact Laura Wallace

Sincerely,

Signature: Bonnie S Black
Name: VP DRILLING
Title: BONNIE S BLACK
Date: 8-2-21

DE3 OPERATING, LLC

777 Hidden Ridge | Irving, TX 75038 T 972.444.9001 F 972.969.3587 PXD.COM

PIONEER
NATURAL RESOURCES

The undersigned hereby agrees to being named Operator of the all wells formerly operated by DE3 Operating, LLC. and covered under City of Midland resolutions and city Code 6-1-23, and assumes all obligations thereunder and under the associated Permits.

Pioneer Natural Resources USA, Inc.

By: Laura E Wallace
Name: Laura Wallace
Title: Sr Staff Regulatory Specialist
Date: 8/10/21

Enclosures:

Well List
Right of Way List
Certificate of Insurance
Bond

777 Hidden Ridge | Irving, TX 75038 T 972.444.9001 F 972.969.3570 PXD.COM

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ROW LEGAL LOCATION	INSTRUMENT NO.	RECORDED
SEC 23, BLOCK 40, T&P RR CO SURVEY, A 252	2012-128	4/25/2012

Right of Way: Identified in that certain Right-of-Way Crossing License dated April 25, 2012 by and between The City of Midland, Texas (Licensor) and Callon Petroleum Company (Licensee).

VENDOR: 32906
Pioneer Corporate

CITY OF MIDLAND
777 Hidden Ridge Irving TX 75038

07/22/2021 890724
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07/22/2021 **890724**

Pioneer Corporate
777 Hidden Ridge
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CITY OF MIDLAND

300 N LORAINE ST

MIDLAND TX 79701-4725
UNITED STATES

Pioneer Natural Resources

⑈890724⑈ ⑆061112788⑆ 329 994 9679⑈

RESOLUTION NO. 2012-128

RESOLUTION AUTHORIZING A RIGHT-OF-WAY CROSSING LICENSE WITH THE CITY OF MIDLAND, TEXAS AND CALLON PETROLEUM COMPANY; SAID RIGHT-OF-WAY LICENSE IS FOR THE PURPOSE OF INSTALLING ONE (1) UNDERGROUND 24 INCH CASING WHICH WILL ALLOW FOR ONE PRODUCTION FLOW LINE AND ONE TEMPORARY WATER LINE TO MOVE FRESH WATER UNDER GOLDEN GATE DRIVE TO WELL PADS; THE CASING IS LOCATED WITHIN THE CITY OF MIDLAND RIGHT- OF-WAY, SECTION 23, BLOCK 40, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS; THE LICENSE TERM IS FOR TWENTY-FIVE (25) YEARS, COMMENCING WITH THE DATE OF THIS LICENSE AND SHALL AUTOMATICALLY RENEW AT THE END OF THE TERM FOR ONE ADDITIONAL TWENTY-FIVE (25) YEAR TERM UPON 90 DAYS WRITTEN REQUEST PRIOR TO EXPIRATION

WHEREAS the City Council finds it to be in the public interest to authorize a right-of-way crossing license with Callon Petroleum Company, located within the City of Midland Right-of-Way crossing Golden Gate Road, Section 23, Block 40, T&P RR Co. Survey, Midland County, Texas;

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

THAT the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a right-of-way crossing license with Callon Petroleum Company, said license being substantially in the form attached hereto as Exhibit "A" and incorporated herein for all purposes.

On motion of Council member Hailey, seconded by Council member James, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the 24th day of April, A.D., 2012, by the following vote:

Council members voting "AYE": Morales, Trost, Hailey, Perry, Dufford, James and Sparks

Council members voting "NAY": None

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

APPROVED AS TO CONTENT
AND COMPLETENESS:

Gary Saunders, Transportation Manager

City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: **April 24, 2012**

TO: **CITY COUNCIL/CITY MANAGER**

FROM: **Gary Saunders, Transportation Manager**

SUBJECT: **Resolution–Right-of-Way License Agreement**

Purpose:

To approve a resolution authorizing a Right-of-Way License Agreement between the City of Midland and Callon Petroleum Company.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

The City of Midland shall receive Payment of $400.00 annually for the duration of the Right-of-Way License Agreement.

Discussion:

The Legal Department has prepared a resolution authorizing the execution of a Right-of-Way License Agreement between the City of Midland and Callon Petroleum Company, for the purpose of placement, operation and maintenance of a twenty-four (24) inch casing and four (4) inch flow line within a portion of Golden Gate Road, Section 23, Block 40, T-1-S, T&P RR. CO. Survey, Abstract No. 252, Midland County, Texas.

This Agreement shall be for a term of twenty-five (25) years and shall renew at the end of the initial Agreement term for one (1) additional twenty-five (25) year term.

Attached is a map indicating location of the pipeline crossing consisting of the twenty-four (24) inch casing and four (4) inch flow line.

Staff recommends approval of this resolution.

RIGHT-OF-WAY CROSSING LICENSE

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF MIDLAND §

THIS RIGHT-OF-WAY CROSSING LICENSE ("AGREEMENT"), effective this 25th day of April, 2012, by and between THE CITY OF MIDLAND, TEXAS, a home rule municipal corporation, hereinafter called "Licensor", and CALLON PETROLEUM COMPANY, 4305 N. Garfield, Suite 235, Midland, Texas 79705, hereinafter called "Licensee".

Licensee desires use of property owned by the Licensor in Midland County, Texas within the City of Midland, Texas, for the purposes of crossing Licensor's right-of-way with an underground casing which will allow one permanent production flow line and one temporary water line to move fresh water to the well pads.

It is the position of the Licensor that Licensee must obtain a license in order to use the public lands of the City. The parties agree the grant herein may be referred to as the "License".

W I T N E S S E T H:

For and in consideration of the execution of this Agreement and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows, to wit:

I. Term

This Agreement shall be for a term of twenty-five (25) years (the "Initial Term"), commencing with the date of this Agreement, the "Commencement Date," unless

terminated earlier as provided hereafter. This Agreement shall automatically renew at the end of the Initial Term for one (1) additional term of twenty-five (25) years, upon the written request of Licensee received by Licensor on or before ninety (90) days prior to the expiration of the Initial Term then in effect, subject to the express written consent of the governing body of the Licensor. All work under this Agreement shall be suspended immediately upon termination of the Agreement becoming effective.

Upon termination of this Agreement, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface shall be restored at the expense of the Licensee to its original condition, as close thereto as may be practical, subject to the approval of the Licensor upon inspection by Licensor's Transportation Manager, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred and eighty (180) days after termination of this license.

II. Financial Considerations

1. In further consideration for the rights herein granted to Licensee, Licensee shall pay to the Licensor the sum of Four hundred dollars ($400.00) per annum, each year payable on or before the anniversary of the commencement date of this license agreement except for the first year of the license agreement. The first year's license fee of $400.00 shall be due and payable in advance of the commencement date of this license ("License Fee"). Licensee's failure to make the License Fee payment within thirty (30) days after the License Fee is due shall constitute a late payment and Licensee shall pay the Licensor

a late charge of five percent (5%).

2. At the same time the first year License Fee is due, Licensee shall pay a non-refundable onetime fee of $500.00 to the Licensor's Transportation Manager. Said fee shall revert to the Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for the License.

3. Prior to commencement of any renewal term, the Licensor and Licensee shall negotiate in good faith to agree to an adjustment of the License Fee. If the Licensor and Licensee are unable to reach an agreement regarding an adjustment to the License Fee, then the License Fee shall be determined by Licensor in its sole discretion, provided the new License Fee shall not exceed one hundred fifty percent (150%) of the License Fee paid for the last year of the Initial Term.

4. The License Fee payment shall be made to the Licensor at the office of the Transportation Manager, P.O. Box 1152, Midland, Texas, 79702. The License Fee payment shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

III. Use

1. Licensor does hereby grant unto Licensee, the right to enter upon certain property of the City of Midland as shown on "Exhibit A" attached hereto and incorporated herein for all purposes, at the location identified on "Exhibit A".

2. Licensee shall install one (1) 24 inch casing under Golden Gate Drive at the location shown on "Exhibit A". No ditch, trench, or ditching of any kind, will be dug

across the asphalt surface on Golden Gate Drive. The casing will allow for one production flow line and one temporary water line to move fresh water to the well pads.

3. Licensee covenants and agrees that it will repair any of Licensor's roads that Licensee damages on Licensor's property so that such roads will comply with Licensor's Standard Specifications.

4. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines and water meters owned by the Licensor that Licensee, its employees, its agents or assigns, damage so that such water lines, sewer lines and water meters shall comply with the requirements of the Licensor's Standard Specifications.

5. Licensee will install the casing at a depth of at least thirty-six inches (36") below the surface to comply with the requirements of the Licensor's Transportation Department. The top of the casing will be ten (10) feet below the surface so as to properly cross under the Licensor's water line and exceed the required clearance per the Licensor's Water Department. The casing will run horizontally for a distance of approximately one hundred twenty (120) feet below the surface to more than adequately traverse outside of the Licensor's sixty foot right of way.

6. Before the Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, the specifications shall be approved by the Licensor's Transportation Manager.

7. Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and

roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by the Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of the Licensor, in, across, along, over or under any public property occupied by Licensee. In permitting such work to be done, the Licensor shall not be liable to the Licensee for any damage so caused to the Licensee's system, **NOR SHALL THE LICENSOR BE LIABLE TO THE LICENSEE FOR ANY DAMAGES TO THE LICENSEE'S PIPELINE OR CASING, ARISING OUT OF THE NEGLIGENCE BY THE LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS.** If the Licensor requires the Licensee to remove, alter, change, adapt, or conform its facilities because of changes in the grade of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by the Licensor, the Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by the Licensor, without claim for reimbursement for the cost of the relocation or for damages against the Licensor. If these requirements impose a financial hardship upon the Licensee, the Licensee shall have the right to present alternative proposals for the Licensor's consideration.

8. Licensor expressly reserves the full right to grant other easements or rights of way

crossing or running parallel with the rights of way used by Licensee.

9. It is especially provided, however, that as an express condition of this Agreement, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances to the undertakings contemplated by this License, or the premises covered hereby cease to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty days (120) notice, then and in that event, this license shall automatically revert to the Licensor, its successors or assigns, free and clear of any right, title, or interest in the Licensee, or any re-entry by the Licensor.

10. In the event that Licensee desires to reconstruct, repair, maintain, replace or remove any pipeline or casing system built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to the Licensor's Transportation Manager for his or her approval. In the event of emergency repairs necessary to restore service, the Licensee shall notify Licensor's Transportation Manager before making any repairs if during a Licensor work day and if not on a work day, the Licensee shall notify the Licensor's Transportation Manager on the first work day after repairs have begun.

11. The Licensor reserves the right to use the surface or subsurface or airspace above the land covered by this Agreement for any public purpose allowed by law and deemed necessary by the Licensor and to do and permit to be done, any work in connection

therewith which may be deemed necessary or proper by the Licensor on, across, along, under or over said right of way occupied by the Licensee. In the event of such work in connection with said public purposes it shall be deemed necessary by the Licensor, at Licensor's sole discretion, to alter, change, adapt, conform or relocate any pipeline or casing of Licensee, such alteration or change or relocation shall be commenced and completed by the Licensee within one hundred eighty (180) days after being ordered in writing by the Licensor pursuant to directions from the Licensor's City Council without any claim for reimbursement for the cost of the relocation or damages against the Licensor. The relocation or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding the Licensor, payment for alteration or relocation of its system to which it may be lawfully entitled to under applicable Federal or State laws with respect to relocation payments.

IV. Standard General Conditions

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

Commercial General Liability (including Contractual liability):

-Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
-Property Damage:	$100,000.00 per occurrence
Business Automobile Liability:	$1,000,000.00 combined single limit -

	Personal Injury and Property Damage
Worker's Compensation:	Statutory limits
Umbrella Liability:	$10,000,000.00 each occurrence and aggregate
Control of Well:	$10,000,000.00

This insurance, except Worker's Compensation, shall name the Licensor as an additional insured and all insurance shall waive subrogation in favor of the Licensor.

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

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this Agreement. All insurance required pursuant to this Agreement, except for Worker's Compensation Insurance, shall name the Licensor as an additional insured on a claims occurred basis. All insurance required pursuant to this Agreement, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to the Licensor.

The parties agree that, prior to the execution of the Agreement, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. This decision shall be in Licensor's sole discretion.

Licensor shall be provided the notice by Licensee's insurance provider not later

than thirty (30) days prior to any reduction or termination of such coverage. Licensor shall not be required to provide any insurance whatsoever pursuant to this Agreement.

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Agreement to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required by Licensee, and name the City of Midland as an additional insured.

2. **INDEMNITY - THE LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE LICENSOR AND ALL OF LICENSOR'S OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, LOSSES, ATTORNEY'S FEES AND EXPENSES OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON, PERSONS OR PROPERTY, ON ACCOUNT OF ANY ACT OF THE LICENSEE, Licensee's contractor or subcontractor, their agents or employees, arising directly or indirectly or in any way connected with the placement, construction, operations, repair, maintenance, replacement or removal of any part of the Licensee's pipeline or casing system in the Licensor's rights of way. The Licensee will be required to pay any judgment with costs which may be obtained against the Licensor or any of its officers, agents, or employees including attorney's fees.**

THE LICENSEE AGREES THAT LICENSEE WILL INDEMNIFY AND SAVE THE LICENSOR HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN,

MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, INCLUDING COMMISSARY INCURRED IN THE FURTHERANCE OF THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE PIPELINE OR CASING SYSTEM DESCRIBED HEREIN.

THE LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSE OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF LICENSEE, LICENSEE'S OFFICERS, AGENTS, AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT INCLUDING SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH

THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF THE LICENSEE'S PIPELINE OR CASING SYSTEM IN THE LINCENSOR'S RIGHT OF WAY. THE LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

3. **Assignment** - The rights granted by this Agreement inure to the benefit of the Licensee. The rights and privileges shall not be assignable by Licensee, with the exception of an assignment by Licensee to an affiliated entity, without the express written consent of the governing body of the Licensor. Any required consent is to be evidenced by an ordinance or resolution of the governing body of the Licensor that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor.

4. **Independent Contractor** - It is expressly understood and agreed that Licensee shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors;

and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of the Licensor. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Licensee shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way.

5. **WAIVER OF ATTORNEY'S FEES** - **BY EXECUTING THIS AGREEMENT, LICENSEE AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE LICENSOR, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, OR INTERPRETATION OF THE AGREEMENT. THE LICENSEE SPECIFICALLY AGREES THAT IF THE LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR**

BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

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

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

6. **Governing Law & Venue** - All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive

venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have been performed in Midland County, Texas.

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

8. **Sovereign Immunity** - By executing this Agreement the Licensor is not waiving its right of sovereign immunity. The Licensor is retaining its immunity from suit. The Licensor is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

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

10. **Notice** - Any notice or communication required in the administration of this

Agreement shall be sent by certified mail, return receipt requested, to the Licensor as follows: Transportation Manager, City of Midland, P. O. Box 1152, Midland, Texas, 79702.

Any notice or communication required in the administration of this Agreement shall be sent by certified mail, return receipt requested, to the Licensee as follows: Callon Petroleum Company, Jimmy Wright, Land Manager – Permian Basin, 4305 N. Garfield, Suite 235, Midland, Texas, 79705.

11. **Notice of Alleged Breach; Statutory Prerequisites** - As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Licensee or his legal representative, shall give the City Manager, or any other reasonable official of the Licensor, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Licensee relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except the Licensor from any liability whatsoever. The Licensor is under no obligation to provide

notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

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

LICENSOR:

CITY OF MIDLAND, TEXAS

_____

Courtney Sharp, City Manager

ATTEST:

_____

Amy M. Turner, City Secretary
APPROVED AS TO CONTENT AND
COMPLETENESS:

Gary Saunders, Transportation Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

LICENSEE:

CALLON PETROLEUM COMPANY

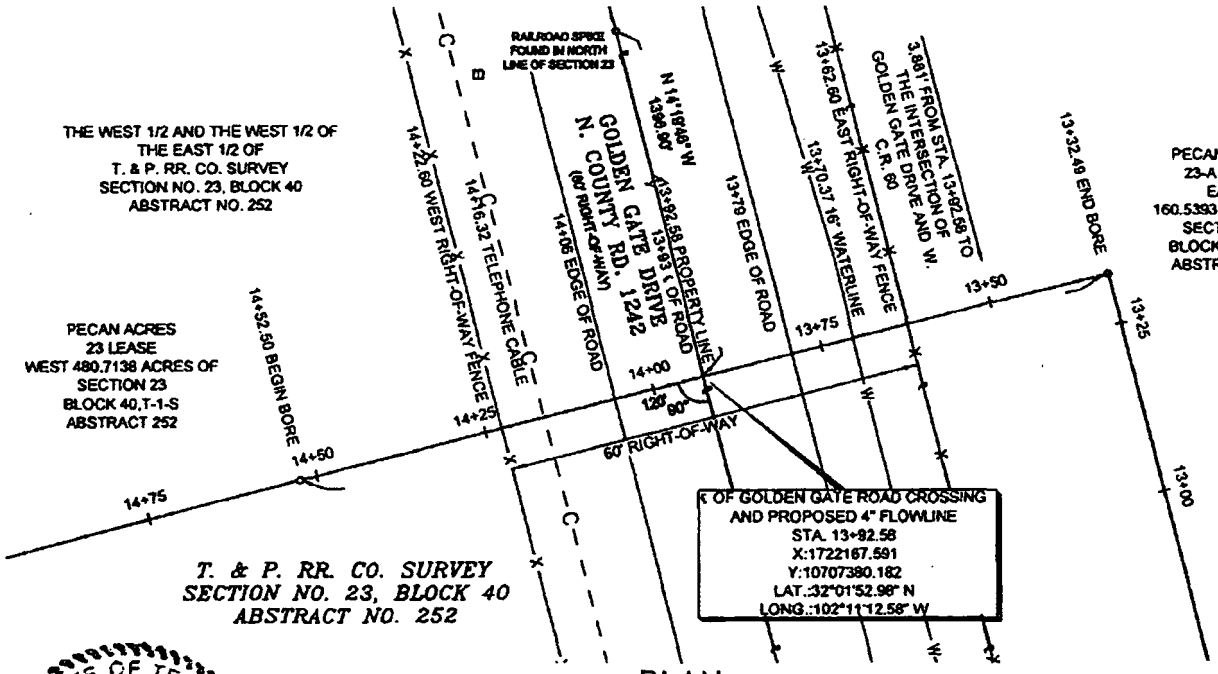
Jimmy Wright, Land Manager – Permian Basin

THE STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared Jimmy Wright, an officer of CALLON PETROLEUM COMPANY, known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

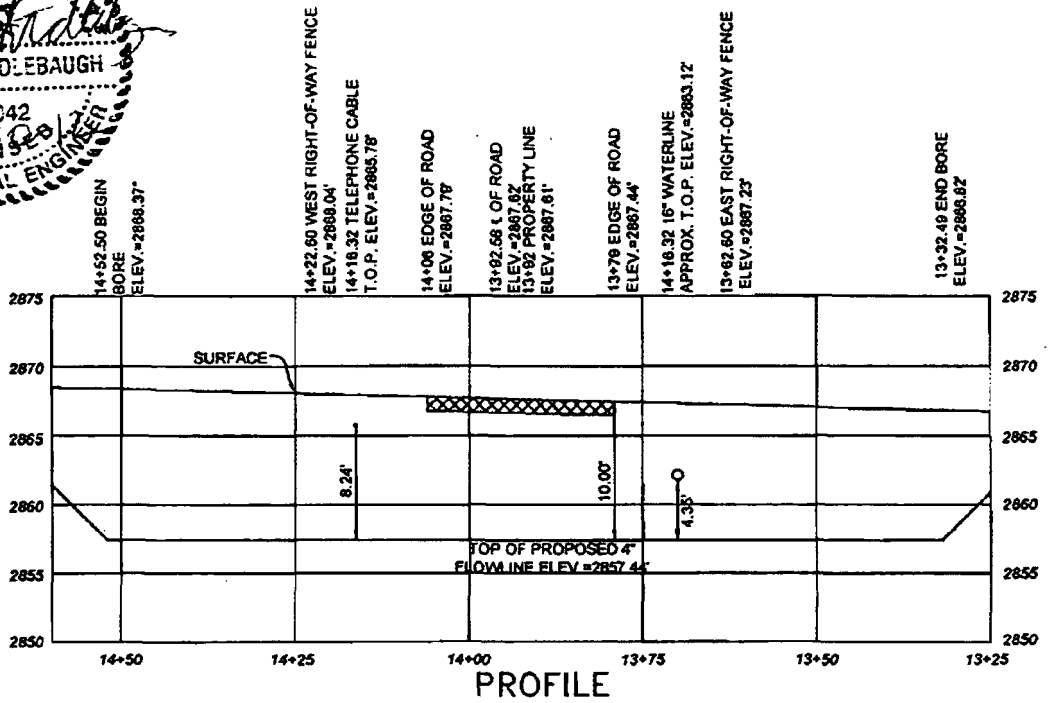
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2012.

Notary Public, State of Texas



PLAN

STATE OF TEXAS
DAVID A. HITDLEBAUGH
108042
LICENSED
PROFESSIONAL ENGINEER



PROFILE

GOLDEN GATE DRIVE PIPELINE CROSSING

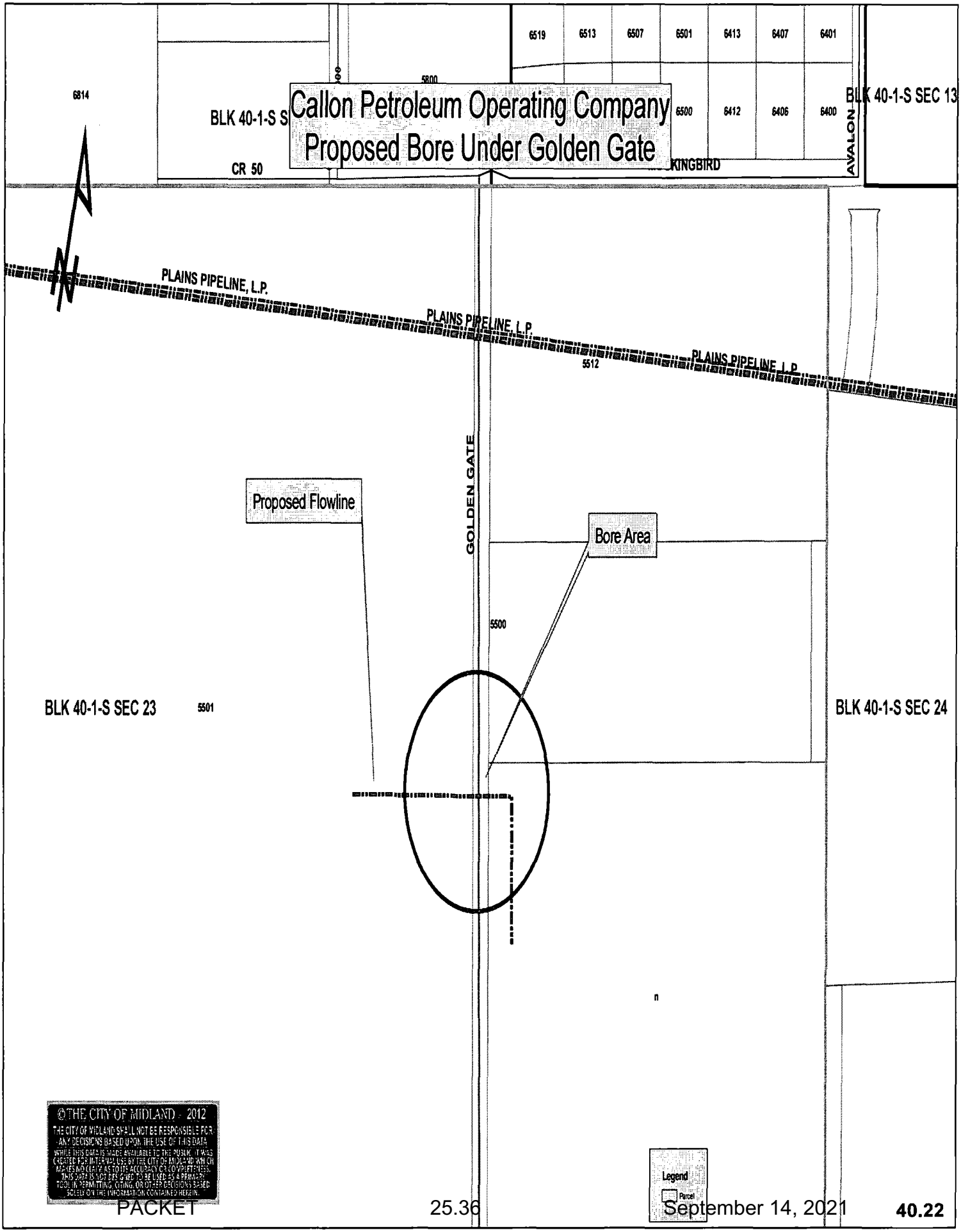
SCALE : NTS

PELICAN ENERGY CONSULTANTS LLC

MIDLAND COUNTY, TEXAS
GOLDEN GATE DRIVE CROSSING DETAIL

JOB NO.	DATE	DWG. NO.
111207	1/9/12	S-002

NOTE:


Callon Petroleum Operating Company
Proposed Bore Under Golden Gate
6519
6513
6507
6501
6413
6407
6401
6500
6412
6406
6400
6814
BLK 40-1-S S
BLK 40-1-S SEC 13
AVALON
KINGBIRD
CR 50
PLAINS PIPELINE, L.P.
PLAINS PIPELINE, L.P.
PLAINS PIPELINE, L.P.
5512
GOLDEN GATE
Proposed Flowline
Bore Area
5500
BLK 40-1-S SEC 23
5501
BLK 40-1-S SEC 24
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Legend
Parcel

ORIGINAL CHECK HAS A COLORED BACKGROUND PRINTED ON CHEMICAL REACTIVE PAPER - SEE BACK FOR DETAILS

JPM A/P DISBURSEMENT A/C

JP MORGAN CHASE BANK
DALLAS, TX

88-86
1113

CALLON PETROLEUM OPERATING CO
2000 W. SAM HOUSTON PKWY S.
SUITE 2000
HOUSTON TX 77042
281-589-5200

Check No	Check Date	Check Amount
0000801969	3/29/2021	****$400.00

Form 515-GR

178452

PAY *Four Hundred Dollars and Zero Cents*

Void After 90 Days

TO THE ORDER OF
CITY OF MIDLAND
300 N LORAINE
4TH FLOOR
MIDLAND TX 79701

Joseph C Gatto Jr

⑈0000801969⑈ ⑆113008806⑆ 36377502 1⑈

^PLEASE DETACH AT PERFORATION ABOVE^

^PLEASE DETACH AT PERFORATION ABOVE^

CALLON PETROLEUM OPERATING CO

2000 W. SAM HOUSTON PKWY S.
SUITE 2000
HOUSTON TX 77042
281-589-5200

Check Number: 0000801969

Invoice #	Inv. Date	Description	Amount	Discount	Net Amount
CKRQ20210323	3/23/2021	ROW CROSSING LICENSE FEE	$400.00	$0.00	$400.00

118175	←Vendor	Check Date: 3/29/2021	Check Amount →	400.00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/09/2021

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

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

PRODUCER
Marsh USA Inc.
2929 Allen Parkway, Suite 2500
Houston, TX 77019

CN102491118--EP-20-21 GAWU U2

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : See Additional Page	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Pioneer Natural Resources Company
777 Hidden Ridge Dr
Irving, TX 75038

COVERAGES **CERTIFICATE NUMBER:** HOU-003755790-01 **REVISION NUMBER:** 3

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Energy Package			B0621 EJLPN000120	06/30/2020	06/30/2021	Control of Well	10,000,000
							SIR	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Subject always to policy terms, conditions and exclusions, Certificate Holder is named as Additional Insured but only to the extent of risks and liabilities assumed by the Named Insured in a signed written contract. Subject always to policy terms, conditions and exclusions, Subject always to policy terms, conditions and exclusions, Waiver of Subrogation is granted in favor of Certificate Holder but only to the extent of risks and liabilities assumed by the Named Insured in a signed written contract.

CERTIFICATE HOLDER
City of Midland
300 N. Loraine
P.O. Box 1152
Midland, TX 79702

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

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.
Manashi Mukherjee Manashi Mukherjee

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AGENCY CUSTOMER ID: CN102491118
LOC #: Houston

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh USA Inc.	Pioneer Natural Resources Company 777 Hidden Ridge Dr Irving, TX 75038
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Energy Package includes Control of Well, Operators Extra Expense, Redrill, Cleanup, Containment, Seepage & Pollution, and Care, Custody Control)

Carrier Particpation:
Aegis (1225) 2.7000% Amlin (2001) 6.7500%
Antares (1274) 5.4000%
Apollo (1969) 0.9000%
Arch Insurance Company (UK) Ltd 4.5000%
Argenta (ARG 2121) 13.5000%
Argo (1200) 5.4000%
Chaucer (1084) 6.0000%
NOA (3902) 3.6000%
SCOR UK Company Limited 5.4000%
Starr (1919) 4.5000%
Talbot (TAL 1183)/Validus 6.0750%
Houston Casualty Company (UK Branch) 8.1000%
AXIS Syndicate; AXS 1686 3.6525%
Kersey Specialty Limited - Fidelis Underwriting Limited (100%) 2.4350%
Zurich Insurance plc, UK Branch 2.4350%
Ascot (1414) 2.4350%
Hamilton Insurance DAC 1.2175%
Natl Union Fire Insurance Company of Pittsburgh, PA 10.0000%
Navigators Insurance Company 5.0000%

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/09/2021

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

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

PRODUCER
Marsh USA Inc.
2929 Allen Parkway, Suite 2500
Houston, TX 77019

CN102491118--GAWU-20-21 GAWU U2

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURER B : Liberty Insurance Corporation	42404
INSURER C : ACE Property and Casualty Insurance Company	20699
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Pioneer Natural Resources Company
777 Hidden Ridge Dr
Irving, TX 75038

COVERAGES **CERTIFICATE NUMBER:** HOU-003709956-02 **REVISION NUMBER:** 3

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	X COMMERCIAL GENERAL LIABILITY			Self-Insured-Attached	06/30/2020	06/30/2021	EACH OCCURRENCE	$
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$
	X POLICY PRO-JECT LOC						PERSONAL & ADV INJURY	$
	OTHER:						GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY			AS2-691-420373-030	06/30/2020	06/30/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			XOO G71538886 002	06/30/2020	06/30/2021	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WA7-69D-420373-120	06/30/2020	06/30/2021	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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CERTIFICATE HOLDER

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Midland, TX 79702

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AUTHORIZED REPRESENTATIVE of Marsh USA Inc.
Manashi Mukherjee Manashi Mukherjee

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AGENCY CUSTOMER ID: CN102491118

LOC #: Houston

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Marsh USA Inc.		Pioneer Natural Resources Company 777 Hidden Ridge Dr Irving, TX 75038
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The General Liability is self-insured for $2,000,000.

The Umbrella policy evidenced above is excess over a $10,000,000 self insured retention (SIR).

ACORD 101 (2008/01)

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2021-120

City Council Meeting

Item Number: **26**

Meeting Date: **September 14, 2021**

To: **City Council / City Manager**

From: **Carl Craigo, Director**

Subject: **RESOLUTION AMENDING THE WATER CONSERVATION PLAN FOR THE CITY OF MIDLAND, TEXAS (DISTRICT: ALL) (UTILITIES)**

Purpose:

Resolution amending the current water conservation plan for the City of Midland.

Recommended City Council Action:

Approve

Fiscal Impact:

NA

Discussion:

The City's current conservation plan was adopted July 14, 2020 which was the 5 year update of the August 25, 2015 plan as required by the Texas Water Code. This update is requested based of of the requirement by the TCEQ to address possible wholesale water contracts to be able to obtain the City's bed and banks permit for the discharge of water from the Water Reclamation Facility.

Robert Patrick

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AMENDING THE WATER CONSERVATION PLAN FOR THE CITY OF MIDLAND, TEXAS

WHEREAS, the City, by resolution No. 2020-123, adopted the current Water Conservation Plan on July 14, 2020; and

WHEREAS, The Texas Commission on Environmental Quality ("TCEQ") requires the Water Conservation Plan to address possible wholesale water contracts; and

WHEREAS, the City Council finds it to be in the public interest for the City to amend the Water Conservation Plan for the City of Midland, Texas, so as to comply with TCEQ's requirements;

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

THAT the Water Conservation Plan for the City of Midland, Texas, is hereby amended, said plan being on file in the City Secretary's office referenced by the date and number of this resolution.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Carl Craigo, Director of Utilities

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

WATER CONSERVATION PLAN
FOR THE
CITY OF MIDLAND, TEXAS

August 2021

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1. INTRODUCTION AND OBJECTIVES

Recognizing the need for efficient use of existing water supplies, the Texas Commission on Environmental Quality (TCEQ) has developed guidelines and requirements governing the development of water conservation plans for public water suppliers.

The objectives of this water conservation plan are as follows:

- To reduce water consumption from the levels that would prevail without conservation efforts.
- To reduce the loss and waste of water.
- To improve efficiency in the use of water.
- To document the level of recycling and reuse in the water supply.
- To extend the life of current water supplies by reducing the rate of growth in demand.

The water conservation plan presented in this document includes all of the elements required by TCEQ the Plan will be reviewed and updated at least every five years. It includes the following:

- A water utility profile.
- Five- and ten-year goals for per capita water use.
- A schedule for implementing the plan
- A continuous program of leak protection, repair and water loss accounting
- A program of continuing education and information regarding water conservation
- A resolution approving the plan.

2. TEXAS COMMISSION ON ENVIRONMENTAL QUALITY RULES

2.1 Conservation Plans

The Texas Commission on Environmental Quality (TCEQ) rules governing the development of water conservation plans for public water suppliers are contained in Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.2 and 288.5 of the Texas Administrative Code, which is included in Appendix B.

3. WATER UTILITY PROFILE

Appendix C to this water conservation plan is a City of Midland water utility profile based on the format recommended by the TCEQ.

4. SPECIFICATION OF WATER CONSERVATION GOALS

The goals for this water conservation plan include the following:

- Strive to attain the per capita municipal water use below the specified amount in gallons per capita per day using a 5-year rolling average calculation.
- Conduct water audits as required by the TCEQ and maintain unaccounted for water to ten (10) percent of the total water used through existing and new maintenance programs.
- Raise public awareness of water conservation and encourage responsible public behavior by public education and information programs.

4.1 Five- and Ten-Year Goals

Water Conservation plans must include quantitative five- and ten-year goals for water savings to include goals for water loss programs and goals for "municipal use in gallons per capita per day"

Water Conservation Plan Goals Table
TWDB Form No.1964
Revised 12/14/2012 1:53 PM

Texas Water Development Board

WATER CONSERVATION PLAN
5- AND 10-YR GOALS FOR WATER SAVINGS

Facility Name: _____

Water Conservation Plan Year: _____

	Historic 5yr Average	Baseline	5-yr Goal for year _____	10-yr Goal for year _____
Total GPCD[1]	152	152	147	142
Residential GPCD[2]	99	99	94	81
Water Loss (GPCD)[3]	10	10	7	6
Water Loss (Percentage)[4]	7 %	7 %	5 %	4 %

1. Total GPCD = (Total Gallons in System ÷ Permanent Population) ÷ 365
2. Residential GPCD = (Gallons Used for Residential Use ÷ Residential Population) ÷ 365
3. Water Loss GPCD = (Total Water Loss ÷ Permanent Population) ÷ 365
4. Water Loss Percentage = (Total Water Loss ÷ Total Gallons in System) x 100; or (Water Loss GPCD ÷ Total GPCD) x 100

4.2 Quantification of the Water Conservation Goals

Method	Most Likely Savings 5-Year (GPCD)	Most Likely Savings 10-Year (GPCD)
Reduction in unaccounted-for uses	0.3	0.3
Reduction in indoor water use due to water-Conserving plumbing fixtures	0.3	0.3
Reduction in seasonal use	3.5	3.5
Reduction in water use due to public education	1.5	1.5
Total Technical Potential for Reducing per Capita Water Use	5.5	5.5

* Subtract these totals from the dry-year per capita use to calculate the long-run planning goal.

Planning Goal
The planning goal equals the dry-year per capita water use minus the total technical potentials calculated in number one above.

	5-Year	10-Year
Planning goal (in GPCD)	180.0	175.0
Goal to be achieved by year:	2025	2030

Needed reduction in per capita use to meet planning goal (GPCD)

	5- Year	10-Year
Dry-year per capita use:	186	180
Planning goal (from #2 above):	180	175
Difference between current use and goal:	6	5

(Represents needed reduction in per capita use to meet the goal.)

5. METERING, WATER USE RECORDS, CONTROL OF UNACCOUNTED WATER, AND LEAK DETECTION AND REPAIR

One of the key elements in water conservation is careful tracking of water use and control of losses through illegal diversions and leaks. Careful metering of water deliveries and water use, detection and repair of leaks in the distribution system and regular monitoring of unaccounted water is important in controlling losses. The City of Midland has meters on all incoming raw water sources and treated water pumping stations, backwash and recycle flows at the treatment facilities. All meters are calibrated according to Texas Administrative Code 290.46 (s) (1).

5.1 Accurate Metering of Raw and Pumped Water

Water deliveries to and from the City of Midland are metered by City staff using meters with an accuracy of ±5%. These meters are calibrated on an annual basis to maintain the required accuracy. If meters are found to be outside of the required parameters they are pulled from service and sent to the manufacturer for servicing and recalibration.

5.2 Customer Metering Testing, Repair, and Replacement Initiatives

A standard universal metering system is used to monitor the quantity of water that is delivered to each residential and commercial customer. Water delivered to public facilities is not an exception. Each public facility has a water meter. Water that is used for public services will need to use a temporary fire hydrant meter when using water from a fire hydrant to account for the total amount of water that is utilized. The water meters are read by the utility's meter readers and recorded on the city's system once per month, with billings made monthly.

The City tests and replaces its customer meters regularly. All customer meters are replaced on an 8-year cycle. In 2018 the City of Midland started replacing older water meters with Automated Metering Infrastructure (AMI) to improve customer service and operational efficiencies, reduce non-revenue water loss and more accurately measure and conserve resources. To date, the City of Midland has replaced 30% or 15,000 of the 50,000 total meters in service. We expect to have 100% replaced by June 2023.

5.3 Record Management System

As required by TAC Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.2(a)(2)(B), the record management system will allow for the separation of water sales and uses into residential (single and multi-family), commercial, public/institutional, agricultural, wholesale and industrial categories.

In March 2019 the City of Midland upgraded its record management software to NorthStar which provides us with up to date information meeting the aforementioned rule requirements

5.4 Determination and Control of Unaccounted Water

Unaccounted water is the difference between water delivered to customers and metered deliveries to customers plus authorized but unmetered uses. (Authorized but unmetered uses would include use for fire fighting, releases for flushing of lines, and uses associated with new construction.) Unaccounted water can include several categories:

- Inaccuracies in customer meters. (Customer meters tend to run more slowly as they age and under-report actual use.)
- Accounts that are being used but have not yet been added to the billing system.
- Losses due to water main breaks and leaks in the water distribution system.
- Losses due to illegal connections and theft.

Measures to control unaccounted water are part of the routine operations of water suppliers. Water audits are useful methods of accounting for water usage within a system. Water audits will be conducted by water suppliers to decrease water loss. Maintenance crews and personnel will look for and report evidence of leaks in the water distribution system. Meter readers are asked to watch for and report signs of illegal connections, so they can be addressed quickly. Unaccounted water is calculated as part of the utility profile and is included in Appendix C.

5.5 Leak Detection and Repair

City crews and personnel will look for and report evidence of leaks in the water distribution system. Areas of the water distribution system in which numerous leaks and line breaks occur are targeted for replacement as funds are available.

5.6 Monitoring of Effectiveness and Efficiency

An annual conservation report will be completed by May 1 of each year and will be used to monitor the effectiveness and efficiency of the water conservation program and to plan conservation-related activities for the next year. The annual report will record the water use by category, per capita municipal use, and unaccounted water for the current year and compares them to historical values as required by the Texas Water and Administrative Codes.

6. CONTINUING PUBLIC EDUCATION AND INFORMATION CAMPAIGN

The continuing public education and information campaign on water conservation include the following elements:

- Encourage local media coverage of water conservation issues and the importance of water conservation.
- Partnership with Keep Midland Beautiful to educate citizens on conservation efforts and practices.
- Make water conservation brochures and other water conservation materials available to the public.
- The City of Midland's website has information available regarding water conservation and watering schedules available to the public.
- Provide water conservation materials to schools on request and utilize existing age-appropriate education programs available through the TCEQ and TWDB facilitated through Keep Midland Beautiful.

- Support the State-initiated Water Conservation Awareness and Education Campaign.

7. WATER RATE STRUCTURE

The current water structure is intended to encourage water conservation and discourage excessive use and waste of water. In 2020 the City of Midland completed a water rate study to determine the best rate to meet the City's needs while maintaining existing levels of water conservation. The City of Midland proposed water rate structure is as follows:

Current Water Rates

Residential and Commercial Monthly Base Rate (includes 2,000 gallons)	$21.61
Apartment Monthly Base Rate Per Unit (includes 2,000 gallons)	$17.60
Gallons 2,000 and under	Included
Gallons 2,001 to 10,000	$6.11
Gallons 10,001 to 25,000	$8.03
Gallons Above 25,000	$10.80
Residential (or Commercial Lawn Meter) Above 50,000	$13.50

8. OTHER WATER CONSERVATION MEASURES

8.1 Ordinances, Plumbing Codes, or Rules on Water-Conserving Fixtures

The City of Midland currently has adopted the 2018 International Plumbing and will have the 2021 International Plumbing Code (IPC) adopted effective January 1, 2022. The City of Midland Plumbing Code requires a water-conserving fixture which includes requirements for maximum flows of 2.5 gallons per minute (GPM) for faucets, 3.0 for showerheads and 1.6 gallons per flush for toilets. These flow requirements are mandated by nationally recognized standards. In addition, water-using appliances like washing machines and dishwashers meet higher efficiency standards. The potential water reduction from these fixtures and appliances can be significant but historically have been difficult to measure. Also, this code allows the use of gray water systems for flushing of water closets and urinals and subsurface landscape irrigation. The use of gray water has not become prevalent however due to the code recognition of installation it could lead to additional water usage reduction.

8.2 Reservoir System Operation Plan

The City of Midland purchases water from the Colorado River Municipal Water District (CRMWD) and does not have surface water supplies for which to implement a reservoir system operation plan.

8.3 Considerations for Landscape Water Management Regulations

The City of Midland has chosen not to adopt a Landscape Ordinance. The City has made guidance information available to the public.

8.4 Requirement for Water Conservation Plans by Wholesale Customers

The City of Midland has one Wholesale water customer: Midland County Utility District. Refer to section 10 of this plan for Whole water supplier requirements per 30 TAC Section 288.5

8.5 Coordination with Regional Water Planning Group

In accordance with TCEQ regulations, a copy of this adopted water conservation plan will be sent to the Region F Water Planning Group.

9. IMPLEMENTATION AND ENFORCEMENT OF THE WATER CONSERVATION PLAN

A copy of the resolution adopted by the City Council regarding this water conservation plan is included in Appendix G of this plan. The official responsible for the implementation of the Water Conservation Plan is Carl Craigo, P.E., Director of Utilities.

9.1 Schedule of Implementation

The majority of the City of Midland's Water Conservation initiatives have been implemented before the updating of this plan and are ongoing unless stated previously herein.

10. WHOLESALE PUBLIC WATER SUPPLIER REQUIREMENTS

10.1 Wholesale Customer Utility Profile

Appendix G to this water conservation plan will contain the wholesale Utility Profile in the format recommended by the TCEQ

10.2 Monitoring and Record Management Program

As required by TAC Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.2(a)(2)(B), the record management system will allow for the separation of water sales and uses into residential, commercial, public/institutional, and industrial categories.

In March 2019 the City of Midland upgraded its record management software to NorthStar which provides us with up-to-date information meeting the aforementioned rule requirements. Any wholesale customer will be included in this record management system.

10.3 Metering and Leak Detection and Repair Program

Once the City has entered into a contract for the wholesale of water a leak detection and repair program will be generated specific to the city and customer's needs. All customer meters will be Automated Metering Infrastructure (AMI) to improve customer service and operational efficiencies, reduce non-revenue water loss and more accurately measure and conserve resources; meters will be replaced on an 8-year cycle. The program will meet all the requirements of 30 TAC Section 288.5, will carefully track and meter water use, detect and repair leaks and provide regular monitoring of real losses from mains, reported breaks and leaks and storage overflow.

10.4 Contracts

Every contract for the wholesale of water that is entered, renewed, or extended after the adoption of this water conservation plan will include a requirement that the wholesale customer develops and implements a water conservation plan meeting the requirements of Title 30, Chapter 288, of the Texas Administrative Code. This requirement extends to each successive wholesale customer in the resale of the water.

Appendix A
List of References

Appendix A
List of References

(1) Title 30 of the Texas Administrative Code, Part 1, Chapter 288, Subchapter A, Rules 288.1 and 288.2, and Subchapter B, Rule 288.20, downloaded from http://texreg.sos.state.tx.us/public/.

The following conservation plans and related documents were reviewed in the development of this plan.

(2) Texas Commission on Environmental Quality Water Conservation Planning downloaded from https://www.tceq.texas.gov/permitting/water_rights/wr_technical-resources/conserve.html.

(3) Texas Water Development Board: Report 362, "Water Conservation Best Management Practices".http://www.twdb.texas.gov/conservation/BMPs/index.asp.

Appendix B

Texas Commission on Environmental Quality Rules on Municipal Water Conservation Plans

APPENDIX B

Texas Administrative Code

TITLE 30	ENVIRONMENTAL QUALITY
PART 1	TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
CHAPTER 288	WATER CONSERVATION PLANS, DROUGHT CONTINGENCY PLANS, GUIDELINES AND REQUIREMENTS
SUBCHAPTER A	WATER CONSERVATION PLANS
RULE §288.2	**Water Conservation Plans for Municipal Uses by Public Water Suppliers**

(a) A water conservation plan for municipal water use by public water suppliers must provide information in response to the following. If the plan does not provide information for each requirement, the public water supplier shall include in the plan an explanation of why the requirement is not applicable.

(1) Minimum requirements. All water conservation plans for municipal uses by public water suppliers must include the following elements:

(A) a utility profile in accordance with the Texas Water Use Methodology, including, but not limited to, information regarding population and customer data, water use data (including total gallons per capita per day (GPCD) and residential GPCD), water supply system data, and wastewater system data;

(B) a record management system which allows for the classification of water sales and uses into the most detailed level of water use data currently available to it, including, if possible, the sectors listed in clauses (i) - (vi) of this subparagraph. Any new billing system purchased by a public water supplier must be capable of reporting detailed water use data as described in clauses (i) - (vi) of this subparagraph:

(i) residential;

(I) single family;

(II) multi-family;

(ii) commercial;

(iii) institutional;

(iv) industrial;

(v) agricultural; and,

(vi) wholesale.

(C) specific, quantified five-year and ten-year targets for water savings to include goals for water loss programs and goals for municipal use in total GPCD and residential GPCD. The goals established by a public water supplier under this subparagraph are not enforceable;

(D) metering device(s), within an accuracy of plus or minus 5.0% in order to measure and account for the amount of water diverted from the source of supply;

(E) a program for universal metering of both customer and public uses of water, for meter testing and repair, and for periodic meter replacement;

(F) measures to determine and control water loss (for example, periodic visual inspections along distribution lines; annual or monthly audit of the water system to determine illegal connections; abandoned services; etc.);

(G) a program of continuing public education and information regarding water conservation;

(H) a water rate structure which is not "promotional," i.e., a rate structure which is cost-based and which does not encourage the excessive use of water;

(I) a reservoir systems operations plan, if applicable, providing for the coordinated operation of reservoirs owned by the applicant within a common watershed or river basin in order to optimize available water supplies; and

(J) a means of implementation and enforcement which shall be evidenced by:

(i) a copy of the ordinance, resolution, or tariff indicating official adoption of the water conservation plan by the water supplier; and

(ii) a description of the authority by which the water supplier will implement and enforce the conservation plan; and

(K) documentation of coordination with the regional water planning groups for the service area of the public water supplier in order to ensure consistency with the appropriate approved regional water plans.

(2) Additional content requirements. Water conservation plans for municipal uses by public drinking water suppliers serving a current population of 5,000 or more and/or a projected population of 5,000 or more within the next ten years subsequent to the effective date of the plan must include the following elements:

(A) a program of leak detection, repair, and water loss accounting for the water transmission, delivery, and distribution system;

(B) a requirement in every wholesale water supply contract entered into or renewed after official adoption of the plan (by either ordinance, resolution, or tariff), and including any contract extension, that each successive wholesale customer develop and implement a water conservation plan or water conservation measures using the applicable elements in this chapter. If the customer intends to resell the water, the contract between the initial supplier and customer must provide that the contract for the resale of the water must have water conservation requirements so that each successive customer in the resale of the water will be required to implement water conservation measures in accordance with the provisions of this chapter.

(3) Additional conservation strategies. Any combination of the following strategies shall be selected by the water supplier, in addition to the minimum requirements in paragraphs (1) and (2) of this subsection, if they are necessary to achieve the stated water conservation goals of the plan. The commission may require that any of the following strategies be implemented by the water supplier if the commission determines that the strategy is necessary to achieve the goals of the water conservation plan:

(A) conservation-oriented water rates and water rate structures such as uniform or increasing block rate schedules, and/or seasonal rates, but not flat rate or decreasing block rates;

(B) adoption of ordinances, plumbing codes, and/or rules requiring water-conserving plumbing fixtures to be installed in new structures and existing structures undergoing substantial modification or addition;

(C) a program for the replacement or retrofit of water-conserving plumbing fixtures in existing structures;

(D) reuse and/or recycling of wastewater and/or graywater;

(E) a program for pressure control and/or reduction in the distribution system and/or for customer connections;

(F) a program and/or ordinance(s) for landscape water management;

(G) a method for monitoring the effectiveness and efficiency of the water conservation plan; and

(H) any other water conservation practice, method, or technique which the water supplier shows to be appropriate for achieving the stated goal or goals of the water conservation plan.

(b) A water conservation plan prepared in accordance with 31 TAC §363.15 (relating to Required Water Conservation Plan) of the Texas Water Development Board and substantially meeting the requirements of this section and other applicable commission rules may be submitted to meet application requirements in accordance with a memorandum of understanding between the commission and the Texas Water Development Board and substantially meeting the requirements of this section and other applicable commission rules may be submitted to meet application requirements in accordance with a memorandum of understanding between the commission and the Texas Water Development Board.

(c) A public water supplier for municipal use shall review and update its water conservation plan, as appropriate, based on an assessment of previous five-year and ten-year targets and any other new or updated information. The public water supplier for municipal use shall review and update the next revision of its water conservation plan every five years to coincide with the regional water planning group.

Appendix C
Water Utility Profile

Texas Water Development Board

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

CONTACT INFORMATION

Name of Utility: City of Midland Water Purification Plant

Public Water Supply Identification Number (PWS ID): TX1650001

Certificate of Convenience and Necessity (CCN) Number: 10221

Surface Water Right ID Number:

Wastewater ID Number: 20083

Contact: First Name: Cory Last Name: Moose

Title:

Address: 300 N. Loraine City: Midland State: TX

Zip Code: 79701 Zip+4: Email: cmooose@midlandtexas.gov

Telephone Number: 4326857937 Date: 6/23/2020

Is this person the designated Conservation Coordinator? (•) Yes ( ) No

Regional Water Planning Group: F

Groundwater Conservation District:

Our records indicate that you:

☐ Received financial assistance of $500,000 or more from TWDB

☑ Have 3,300 or more retail connections

☐ Have a surface water right with TCEQ

A. Population and Service Area Data

1. Current service area size in square miles:

Texas Water Development Board

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

2. Historical service area population for the previous five years, starting with the most current year.

Year	Historical Population Served By Retail Water Service	Historical Population Served By Wholesale Water Service	Historical Population Served By Wastewater Water Service
2019	142,344	0	142,344
2018	136,089	0	136,089
2017	134,610	0	134,610
2016	128,037	0	128,037
2015	128,037	0	128,037

3. Projected service area population for the following decades.

Year	Projected Population Served By Retail Water Service	Projected Population Served By Wholesale Water Service	Projected Population Served By Wastewater Water Service
2020	146,187	0	146,187
2030	164,437	0	164,437
2040	184,169	0	184,169
2050	206,269	0	206,269
2060	225,000	0	225,000

4. Described source(s)/method(s) for estimating current and projected populations.

US Multi-Regional Econometric Model, The Perryman Group. See brochure with condensed information.

Attached file(s):

File Name	File Description
perryman-priority-midland-by-the-numbers-08-2019.pdf	

Texas Water Development Board

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

B. System Input

System input data for the previous five years.
Total System Input = Self-supplied + Imported– Exported

Year	Water Produced in Gallons	Purchased/Imported Water in Gallons	Exported Water in Gallons	Total System Input	Total GPCD
2019	5,465,223,333	2,777,210,526	0	8,242,433,859	159
2018	4,569,634,409	3,097,231,579	0	7,666,865,988	154
2017	4,735,620,408	2,382,693,878	0	7,118,314,286	145
2016	4,960,660,204	2,056,773,469	0	7,017,433,673	150
2015	5,013,644,898	1,976,204,082	0	6,989,848,980	150
Historic Average	4,948,956,650	2,458,022,707	0	7,406,979,357	152

C. Water Supply System

Attached file(s):

File Name	File Description
Midland Water Distribution System Analysis Report_Final_with Appendix.pdf	

1. Designed daily capacity of system in gallons: 52,000,000

2. Storage Capacity

2a. Elevated storage in gallons: 11

2b. Ground storage in gallons: 19

Texas Water Development Board

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

D. Projected Demands

1. The estimated water supply requirements for the next ten years using population trends, historical water use, economic growth, etc.

Year	Population	Water Demand (gallons)
2021	147,326	5,377,399,000
2022	151,488	5,529,312,000
2023	154,818	5,650,857,000
2024	155,341	5,669,946,500
2025	157,057	5,732,580,500
2026	158,974	5,802,551,000
2027	159,098	5,807,077,000
2028	160,436	5,855,914,000
2029	161,359	5,889,603,500
2030	164,437	6,038,450,500

2. Description of source data and how projected water demands were determined.

The Perryman report attached previously

Population * 100 GPCPD historic use * 365

E. High Volume Customers

1. The annual water use for the five highest volume **RETAIL customers.**

Customer	Water Use Category	Annual Water Use	Treated or Raw
City of Midland	Commercial	134,741,000	Treated
MISD	Commercial	84,450,000	Treated
Midland Memorial Hospital	Commercial	42,144,000	Treated
Midland College	Commercial	28,381,000	Treated
Midland Park at Caldera	Commercial	22,637,000	Treated

2. The annual water use for the five highest volume **WHOLESALE customers.**

Customer	Water Use Category	Annual Water Use	Treated or Raw

Texas Water Development Board

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

F. Utility Data Comment Section

Additional comments about utility data.

Section II: System Data

A. Retail Water Supplier Connections

1. List of active retail connections by major water use category.

Water Use Category Type	Total Retail Connections (Active + Inactive)	Percent of Total Connections
Residential - Single Family	44,711	89.18 %
Residential - Multi-Family	382	0.76 %
Industrial	1	0.00 %
Commercial	4,081	8.14 %
Institutional	959	1.91 %
Agricultural	0	0.00 %
Total	50,134	100.00 %

2. Net number of new retail connections by water use category for the previous five years.

	Net Number of New Retail Connections						
Year	**Residential - Single Family**	**Residential - Multi-Family**	**Industrial**	**Commercial**	**Institutional**	**Agricultural**	**Total**
2019	6,344			510	2		6,856
2018	4,028			635	3		4,666
2017	4,576			657	1		5,234
2016	3,110			382	0		3,492
2015	1,252			262	0		1,514

Texas Water Development Board

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

B. Accounting Data

The previous five years' gallons of RETAIL water provided in each major water use category.

Year	Residential - Single Family	Residential - Multi-Family	Industrial	Commercial	Institutional	Agricultural	Total
2019	4,318,164,000	852,720,000	469,543,000	1,600,332,000	323,832,000	0	7,564,591,000
2018	4,042,726,000	805,572,000	337,982,000	1,493,896,000	515,396,000	0	7,195,572,000
2017	4,123,932,000	723,924,000	0	1,404,468,000	319,248,000	0	6,571,572,000
2016	4,140,936,000	635,280,000	0	1,423,992,000	383,916,000	0	6,584,124,000
2015	3,918,408,000	634,104,000	0	1,336,128,000	330,732,000	0	6,219,372,000

C. Residential Water Use

The previous five years residential GPCD for single family and multi-family units.

Year	Total Residential GPCD
2019	100
2018	98
2017	99
2016	102
2015	97
Historic Average	99

Texas Water Development Board

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

D. Annual and Seasonal Water Use

1. The previous five years' gallons of treated water provided to RETAIL customers.

Month	Total Gallons of Treated Water				
	2019	2018	2017	2016	2015
January	348,570,000	345,117,000	378,273,000	345,117,000	348,570,000
February	292,950,000	356,223,000	333,012,000	356,223,000	292,950,000
March	352,478,000	405,413,000	451,328,000	405,413,000	352,478,000
April	432,380,000	414,340,000	431,168,000	414,340,000	432,380,000
May	346,465,000	492,457,000	592,877,000	492,457,000	346,465,000
June	522,639,000	541,482,000	603,899,000	541,482,000	522,639,000
July	528,697,000	565,802,000	573,972,000	565,802,000	528,697,000
August	549,804,000	643,879,000	615,413,000	643,879,000	549,804,000
September	564,267,000	508,584,000	545,955,000	508,584,000	564,267,000
October	463,037,000	486,946,000	511,048,000	486,964,000	463,037,000
November	323,312,000	430,778,000	445,085,000	430,778,000	323,312,000
December	392,138,000	406,349,000	399,360,000	406,349,000	392,138,000
Total	5,116,737,000	5,597,370,000	5,881,390,000	5,597,388,000	5,116,737,000

Texas Water Development Board

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

2. The previous five years' gallons of raw water provided to RETAIL customers.

Month	Total Gallons of Raw Water				
	2019	2018	2017	2016	2015
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					
Total					

3. Summary of seasonal and annual water use.

	Summer RETAIL (Treated + Raw)	Total RETAIL (Treated + Raw)
2019	1,601,140,000	5,116,737,000
2018	1,751,163,000	5,597,370,000
2017	1,793,284,000	5,881,390,000
2016	1,751,163,000	5,597,388,000
2015	1,601,140,000	5,116,737,000
Average in Gallons	1,699,578,000.00	5,461,924,400.00

Texas Water Development Board

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

E. Water Loss

Water Loss data for the previous five years.

Year	Total Water Loss in Gallons	Water Loss in GPCD	Water Loss as a Percentage
2019	574,812,436	11	6.97 %
2018	375,458,163	8	4.90 %
2017	457,763,357	9	6.43 %
2016	345,591,752	7	4.92 %
2015	683,103,867	15	9.77 %
Average	487,345,915	10	6.60 %

F. Peak Day Use

Average Daily Water Use and Peak Day Water Use for the previous five years.

Year	Average Daily Use (gal)	Peak Day Use (gal)	Ratio (peak/avg)
2019	14,018,457	17403695	1.2415
2018	15,335,260	19034380	1.2412
2017	16,113,397	19492217	1.2097
2016	15,335,309	19034380	1.2412
2015	14,018,457	17403695	1.2415

G. Summary of Historic Water Use

Water Use Category	Historic Average	Percent of Connections	Percent of Water Use
Residential - Single Family	4,108,833,200	89.18 %	60.18 %
Residential - Multi-Family	730,320,000	0.76 %	10.70 %
Industrial	161,505,000	0.00 %	2.37 %
Commercial	1,451,763,200	8.14 %	21.26 %
Institutional	374,624,800	1.91 %	5.49 %
Agricultural	0	0.00 %	0.00 %

Texas Water Development Board

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

H. System Data Comment Section

Section III: Wastewater System Data

A. Wastewater System Data

1. Design capacity of wastewater treatment plant(s) in gallons per day: 21,000,000

2. List of active wastewater connections by major water use category.

Water Use Category	Metered	Unmetered	Total Connections	Percent of Total Connections
Municipal	44,711		44,711	89.96 %
Industrial	1		1	0.00 %
Commercial	4,031		4,031	8.11 %
Institutional	959		959	1.93 %
Agricultural	0		0	0.00 %
Total	49,702		49,702	100.00 %

3. Percentage of water serviced by the wastewater system: 98.00 %

Texas Water Development Board

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

4. Number of gallons of wastewater that was treated by the utility for the previous five years.

Month	Total Gallons of Treated Water				
	2019	2018	2017	2016	2015
January	301,230,000	317,080,000	281,240,000	291,590,000	273,278,000
February	274,710,000	267,670,000	248,540,000	263,130,000	251,080,000
March	302,800,000	304,990,000	279,130,000	284,380,000	280,034,000
April	317,840,000	298,040,000	270,880,000	281,780,000	253,110,000
May	352,840,000	311,490,000	282,500,000	290,290,000	253,031,000
June	326,800,000	317,110,000	295,220,000	279,820,000	259,116,000
July	332,020,000	308,650,000	296,560,000	285,790,000	281,464,000
August	324,070,000	315,760,000	312,090,000	294,110,000	300,354,000
September	311,300,000	307,820,000	297,520,000	289,410,000	275,584,000
October	305,900,000	305,440,000	314,580,000	286,820,000	278,516,000
November	286,450,000	288,570,000	297,140,000	279,490,000	271,464,000
December	284,100,000	298,700,000	300,150,000	294,350,000	274,140,000
Total	3,720,060,000	3,641,320,000	3,475,550,000	3,420,960,000	3,251,171,000

5. Could treated wastewater be substituted for potable water?

○ Yes ◉ No

B. Reuse Data

1. Data by type of recycling and reuse activities implemented during the current reporting period.

Type of Reuse	Total Annual Volume (in gallons)
On-site Irrigation	3,425,000
Plant wash down	
Chlorination/de-chlorination	
Industrial	
Landscape irrigation (park,golf courses)	0
Agricultural	3,777,074,000
Discharge to surface water	
Evaporation Pond	
Other	
Total	3,780,499,000

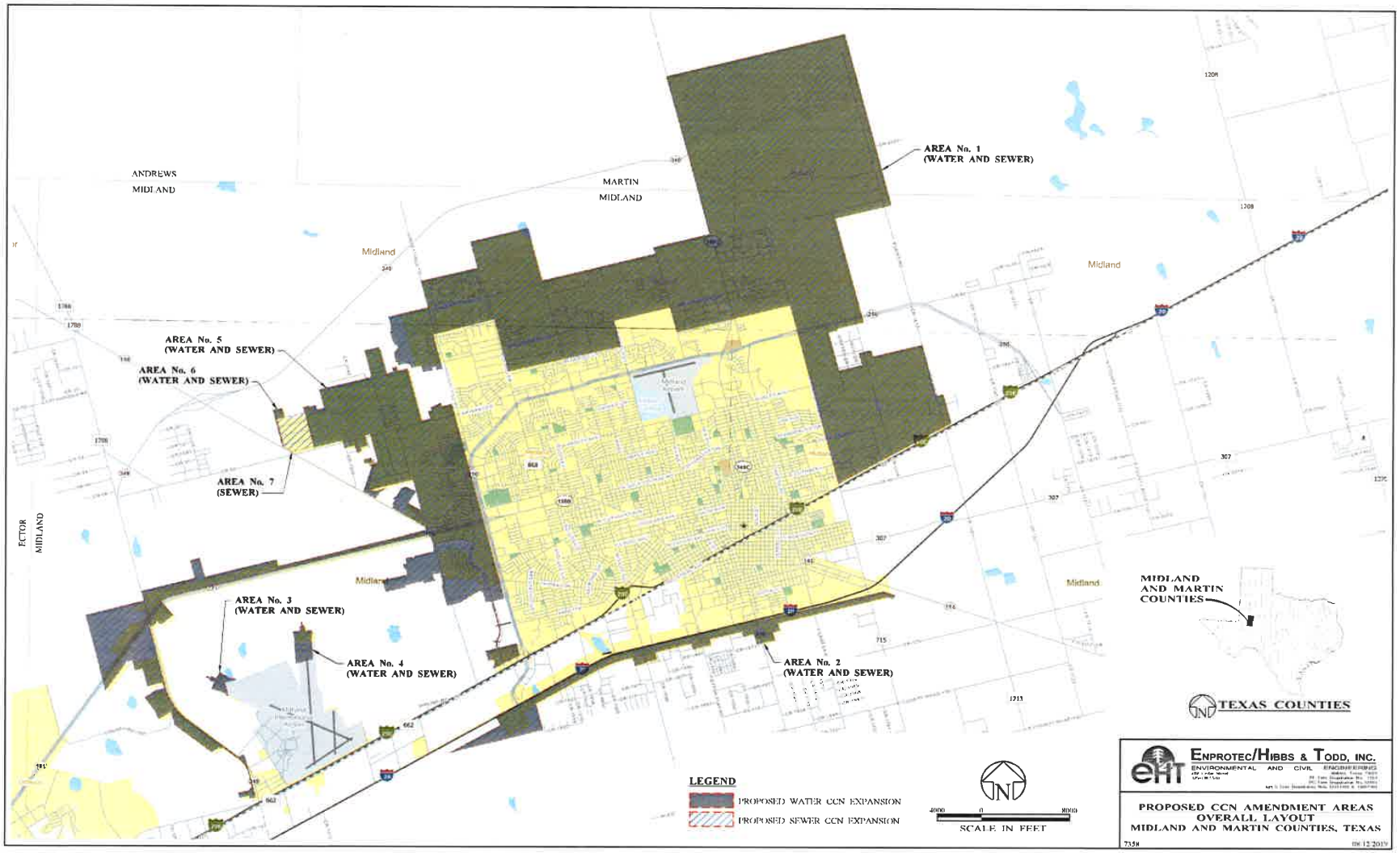
Texas Water Development Board

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

C. Wastewater System Data Comment

Additional comments and files to support or explain wastewater system data listed below.

Appendix D
CCN and MAP


AREA No. 1
(WATER AND SEWER)
AREA No. 2
(WATER AND SEWER)
AREA No. 3
(WATER AND SEWER)
AREA No. 4
(WATER AND SEWER)
AREA No. 5
(WATER AND SEWER)
AREA No. 6
(WATER AND SEWER)
AREA No. 7
(SEWER)
ANDREWS
MIDLAND
MARTIN
MIDLAND
ECTOR
MIDLAND
Midland
MIDLAND
AND MARTIN
COUNTIES
TEXAS COUNTIES
LEGEND
PROPOSED WATER CCN EXPANSION
PROPOSED SEWER CCN EXPANSION
4000
0
8000
SCALE IN FEET
ENPROTEC/HIBBS & TODD, INC.
ENVIRONMENTAL AND CIVIL ENGINEERING
PROPOSED CCN AMENDMENT AREAS
OVERALL LAYOUT
MIDLAND AND MARTIN COUNTIES, TEXAS
7358
09.12.2019

Appendix E
Water System Description

Appendix E

CITY OF MIDLAND
WATER SYSTEM

The City of Midland water system is supplied by both surface and groundwater surfaces. Approximately 60% of the current annual demand based on the previous 12 months is provided by The Colorado River Municipal Water District (CRMWD) through two (2) basic contracts. Water is supplied from primarily surface water supplies – lakes J.B. Thomas, J.V. Spence, and O.H. Ivie. Current contract volumes specify 15,001.78 AF from Lake Ivie and 17,797 AF from Lakes Thomas/Spence for the current year. Contractual amounts increase slightly each year through 2029 for the Thomas/Spence source at which time the average daily contractual flow is 17.97 MGD before the current contract ends. All water is treated at the Midland Water Purification Plant. The treatment plant is designed for 32 MGD.

The balance of water supplies the City owns or is contracted for is supplied by two groundwater systems. The Paul Davis Well Field is directly owned and operated by the City of Midland and can produce a maximum daily flow of approximately 16 MGD from 31 wells pulling from the Ogallala Aquifer. Water from the well field is pumped from approximately 25 miles north of Midland to a point in the Water Treatment Plant between final-filtered water and clear well storage to blend out elevated arsenic, selenium, and fluoride content in the groundwater. The T-Bar and Clearwater well fields are operated by the Midland County Fresh Water Supply District #1 who delivers water to the City of Midland via a contract arrangement for a peak delivery of 10 MGD. These 2 groundwater sources make up the remaining approximately 40% of the City of Midland's total current use.

Surface water plus the blended Paul Davis well water is pumped into the distribution system by a single high service pump station into each of two (2) separate pressure planes. Groundwater from the T-Bar/Clearwater Ranch sources is delivered to the City in a single line to a delivery point at which further disinfection is applied and the treated water is delivered into the western portion of the City of Midland's distribution system. System Ground Storage totals 19 MG which includes WPP clear well storage (12 MG), and distribution system storage (7 MG) *. Five (5) Elevated storage tanks provide a total of 11 MG of elevated storage in the distribution system **. The distribution network consists of greater than 600 miles of pipeline in 3 separate pressure planes. In 2022 a new 2 million gallon storage tank will come online providing additional capacity and pressure.

*Note: Includes the bottom 21.5 ft. of 10 MG storage or approximately 6.61 MG of the Edgewood GST
** Note: Includes the top 11ft. of 10 MG storage or approximately 3.38 MG of the Edgewood GST

Appendix F
Wastewater Treatment Facilities Description

Appendix F

CITY OF MIDLAND
WASTEWATER SYSTEM

. The City of Midland owns and operates the Midland Water Reclamation Facility (WRF) under TPDES permit No. WQ0010223-001.Wastewater is collected by approximately 700 miles of sanitary sewer collection lines. Wastewater treatment consists of preliminary, primary processes and an activated sludge process with partial flow capacity to produce up to 15 MGD of Type II reuse water.

Preliminary and primary treatment consists of:

- a bar screen
- rotating drum screens
- grit chambers
- classifiers
- primary clarifiers.

Secondary and tertiary treatment consists of:

- Biological reactor basins
- Turbo blowers
- Mixers for anoxic, oxic and swing zones
- Secondary clarifiers
- RAS/WAS pump station
- Cloth disk filtration
- UV Disinfection

The solids are anaerobically digested and either landfilled or land applied on the land application site.

Solids Handling Consist of:

- Aerated Sludge Holding
- Two anaerobic digesters and gas storage
- Sludge pumping facilities primary and secondary
- Screw Presses

In 2014 the City of Midland and Pioneer Natural Resources (PXD) are entered into an agreement for PXD to provide upgrades to the Midland WRF in return for the rights to use its treated effluent.100% of the effluent from the WRF will be reused by PXD, discharged into the Midland Draw, or used for agricultural purposes. The City of Midland currently provides 98% of the effluent from the WRF to PXD.

City Council Meeting

Item Number: 27

Meeting Date: July 13, 2021

To: City Council / City Manager

From: Valerie A. Sherman, Senior Planner

Subject: **AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 131.190-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF STATE HIGHWAY 158, APPROXIMATELY 1,001 FEET NORTH OF STATE HIGHWAY 191); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT: NONE) (DEVELOPMENT SERVICES)**

Purpose:

Consider an ordinance for an annexation of a 131.190-acres tract of land located in Section 35, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas, located on the west side of State Highway 158, approximately 1,001 feet north of State Highway 191.

Recommended City Council Action:

Approve

Fiscal Impact:

Additional land to be developed under City regulations in an expanded growth area.

Discussion:

The applicant, D.R. Horton, Inc., is requesting to annex a 131.190-acres tract of land located in Section 35, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas, to develop a new residential subdivision. The proposed annexation will allow the provision of City services to the property. This is considered a voluntary annexation.

On June 10, 2021, the service agreement between the City and the property was executed. This is the next step in the annexation process.

This project has been circulated to all respective departments for internal review and received no objections.

Engineering: (Approved)

No objections.

Transportation: (Approved)

No additions or changes to site access are approved with annexation review. Driveways or other access points are approved only with construction drawing review.

Access spacing will be required to adhere to the TxDOT Access Management Standards along the state highway.

Depending on the nature and scale of the proposed development, a Traffic Impact Analysis MAY be required prior to approval of construction drawings.

No objection to annexation.

Fire: (Approved)

No objections.

Code Administration: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

Building Code: (Approved)

No objections.

Oil and Gas: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

Planning:

As this proposed development will conform with the Tall City Tomorrow Comprehensive Plan, staff recommends approval of this annexation.

Attachments:

Petition (Exhibit A)
Service Agreement (Exhibit B)
Application
Maps



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 131.190-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF STATE HIGHWAY 158, APPROXIMATELY 1,001 FEET NORTH OF STATE HIGHWAY 191); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, a public hearing before the City Council of the City of Midland, Texas, a home rule municipal corporation, was held in the City Council Chamber on July 13, 2021, during which all interested persons were provided an opportunity to be heard on the proposed annexation of the hereinafter described territory; and

WHEREAS, notice of the public hearing was published on the City of Midland, Texas' Internet website on June 25, 2021, and the notice remained posted until the date of the public hearing; and

WHEREAS, notice of the public hearing was published in a newspaper having general circulation in the City of Midland, Texas, and in the below described territory, on June 25, 2021; and

WHEREAS, all required notices of the proposed annexation and the public hearing were given in accordance with applicable laws; and

WHEREAS, the City of Midland has entered into a written agreement with the owner(s) of the hereinafter described territory for the provision of services in said area;

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

SECTION ONE. That the following described property adjoining the present boundary lines of the City of Midland, Texas, be and the same is hereby annexed to and incorporated within the boundary of the City of Midland, Texas:

Being a 131.190-acre tract of land out of Section 35, Block 40, T-1-S, T&P

RR Co. Survey, Midland County, Texas, and being more fully described by metes and bounds in the petition for annexation attached hereto as Exhibit "A" and incorporated herein by reference for all legal purposes.

SECTION TWO. That this ordinance shall be published in the official newspaper in the City of Midland, Texas, and the same shall not be effective until after the publication thereof.

SECTION THREE. That the City Secretary is hereby authorized and directed to file a certified copy of this ordinance with the County Clerk of Midland County, Texas, for the purpose of recording in the Deed Records of Midland County, Texas.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) A (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, Cumberland & Western Resources, LLC ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Signature of Owner or Owner's Authorized Representative

GREG BRITTON

Printed Name

MANAGER

Title

THE STATE OF FLORIDA §
§
COUNTY OF SARASOTA §

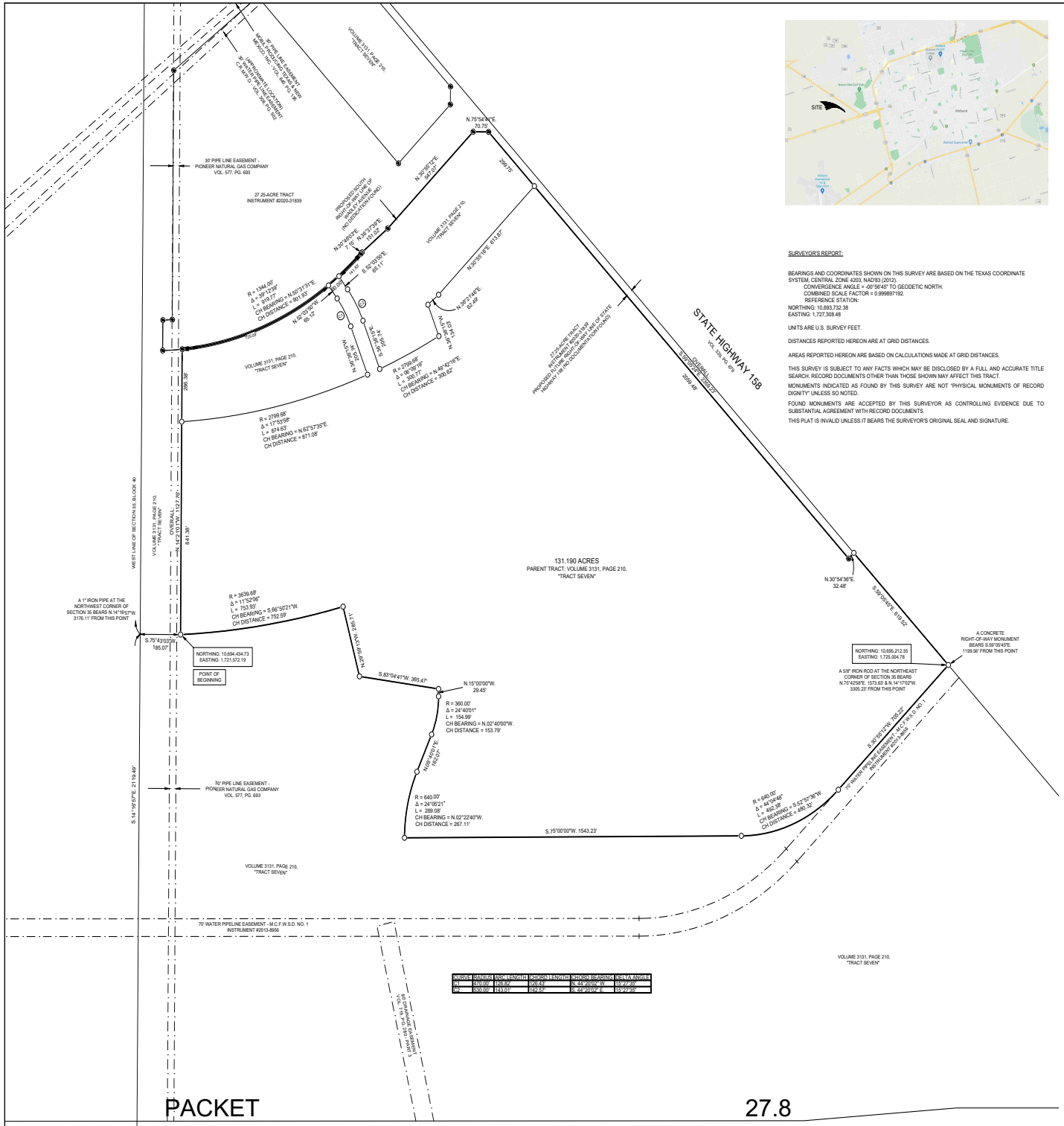
This instrument was acknowledged before me on the 10 day of May, 2021, by Greg Britton in the capacity herein stated.

MY COMMISSION EXPIRES

Notary Public, State of FL

NOTARY PUBLIC STATE OF FLORIDA

ELISE J. DURANCEAU
Commission # HH 082709
Expires March 8, 2025
Bonded Thru Budget Notary Services



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	470.00'	129.82'	129.43'	S. 44°29'05" W.	15°49'36"
C2	530.00'	146.61'	146.15'	S. 44°29'05" E.	15°49'36"

SURVEYOR'S REPORT:

BEARINGS AND COORDINATES SHOWN ON THIS SURVEY ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83 (2012).
CONVERGENCE ANGLE = -00°56'45" TO GEODETIC NORTH.
COMBINED SCALE FACTOR = 0.999897192.
REFERENCE STATION:
NORTHING: 10,693,732.38
EASTING: 1,727,308.48

UNITS ARE U.S. SURVEY FEET.

DISTANCES REPORTED HEREON ARE AT GRID DISTANCES.

AREAS REPORTED HEREON ARE BASED ON CALCULATIONS MADE AT GRID DISTANCES.

THIS SURVEY IS SUBJECT TO ANY FACTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH. RECORD DOCUMENTS OTHER THAN THOSE SHOWN MAY AFFECT THIS TRACT.

MONUMENTS INDICATED AS FOUND BY THIS SURVEY ARE NOT "PHYSICAL MONUMENTS OF RECORD DIGNITY" UNLESS SO NOTED.

FOUND MONUMENTS ARE ACCEPTED BY THIS SURVEYOR AS CONTROLLING EVIDENCE DUE TO SUBSTANTIAL AGREEMENT WITH RECORD DOCUMENTS.

THIS PLAT IS INVALID UNLESS IT BEARS THE SURVEYOR'S ORIGINAL SEAL AND SIGNATURE.

A PERIMETER SURVEY OF A 131.190-ACRE TRACT IN SECTION 35, BLOCK 40, T-1-S, T. & P. RAILROAD SURVEY,

MIDLAND COUNTY, TEXAS

PARENT TRACT: A 982.1540-ACRE TRACT OF LAND DESCRIBED AS "TRACT SEVEN" IN A WARRANTY DEED RECORDED IN VOLUME 3131, PAGE 210 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS

NORTH

SCALE: 1" = 200'

● = FOUND 5/8" IRON ROD WITH A PLASTIC CAP "KHA"
○ = SET 1/2" IRON ROD WITH CAP "PSC RPLS 6453"

0 200' 400' 600' 800' 1000'

LEGAL DESCRIPTION:

A 131.190-ACRE TRACT OF LAND IN SECTION 35, BLOCK 40, T-1-S, T. & P. RAILROAD SURVEY, ABSTRACT NUMBER 378, MIDLAND COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 982.154-ACRE TRACT OF LAND CONVEYED TO CUMBERLAND AND WESTERN RESOURCES, LLC, DESCRIBED AS "TRACT SEVEN" IN A WARRANTY DEED RECORDED IN VOLUME 3131, PAGE 210 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS, SAID 131.190-ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

(1) THENCE NORTH 14 DEGREES 21 MINUTES 01 SECONDS WEST A DISTANCE OF 1127.76 FEET TO A POINT IN A CURVE IN THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF WADLEY AVENUE, IN THE SOUTH LINE OF A 27.25-ACRE TRACT OF LAND CONVEYED TO CWS ROYALE, SW, L.P., DESCRIBED IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN INSTRUMENT 2020-31839 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS, FOR THE NORTHWEST CORNER OF THIS TRACT, WHENCE A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT THE SOUTHWEST CORNER OF SAID 27.25-ACRE TRACT BEARS SOUTH 72 DEGREES 02 MINUTES 05 SECONDS WEST A CHORD DISTANCE OF 89.32 FEET;

(2) THENCE NORTHEASTERLY, ALONG THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF SAID WADLEY AVENUE AND THE SOUTH LINE OF SAID 27.25-ACRE TRACT, AND A CURVE TO THE LEFT, AN ARC DISTANCE OF 919.77 FEET, SAID CURVE HAVING A RADIUS OF 1344.05 FEET, A DELTA ANGLE OF 39 DEGREES 12 MINUTES 39 SECONDS, A CHORD BEARING OF NORTH 50 DEGREES 31 MINUTES 31 SECONDS EAST, AND A CHORD DISTANCE OF 901.93 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(3) THENCE NORTH 30 DEGREES 46 MINUTES 03 SECONDS EAST, ALONG THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF SAID WADLEY AVENUE AND THE SOUTH LINE OF SAID 27.25-ACRE TRACT, A DISTANCE OF 7.15 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(4) THENCE NORTH 36 DEGREES 37 MINUTES 39 SECONDS EAST, ALONG THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF SAID WADLEY AVENUE AND THE SOUTH LINE OF SAID 27.25-ACRE TRACT, A DISTANCE OF 151.02 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(5) THENCE NORTH 30 DEGREES 55 MINUTES 12 SECONDS EAST, ALONG THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF SAID WADLEY AVENUE AND THE SOUTH LINE OF SAID 27.25-ACRE TRACT, A DISTANCE OF 547.07 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(6) THENCE NORTH 75 DEGREES 54 MINUTES 41 SECONDS EAST, ALONG THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF SAID WADLEY AVENUE AND THE SOUTH LINE OF SAID 27.25-ACRE TRACT, A DISTANCE OF 70.75 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION IN THE PROPOSED OUTHWEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 158 AND THE SOUTHWEST LINE OF SAID 27.25-ACRE TRACT, FOR THE NORTHEAST CORNER OF THIS TRACT;

(7) THENCE SOUTH 59 DEGREES 05 MINUTES 24 SECONDS EAST, ALONG THE PROPOSED SOUTHWEST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 158 AND THE SOUTHWEST LINE OF SAID 27.25-ACRE TRACT, A DISTANCE OF 2359.23 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(8) THENCE NORTH 30 DEGREES 54 MINUTES 36 SECONDS EAST A DISTANCE OF 32.48 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET IN THE EXISTING SOUTHWEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 158, DESCRIBED IN A DEED RECORDED IN VOLUME 329, PAGE 679 OF THE DEED RECORDS OF MIDLAND COUNTY, TEXAS, AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(9) THENCE SOUTH 59 DEGREES 05 MINUTES 45 SECONDS EAST, ALONG THE EXISTING SOUTHWEST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 158, A DISTANCE OF 619.52 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET IN THE NORTHWEST LINE OF A 70-FOOT WIDE WATER PIPELINE EASEMENT CONVEYED TO THE MIDLAND COUNTY FRESH WATER SUPPLY DISTRICT NO. 1, RECORDED IN INSTRUMENT 2013-8956 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF THIS TRACT, SAID POINT HAVING COORDINATES OF NORTHING: 10,695,212.35 AND EASTING: 1,725,004.78, TEXAS COORDINATE SYSTEM, CENTRAL ZONE 4203, NORTH AMERICAN DATUM OF 1983, WHENCE A CONCRETE RIGHT-OF-WAY MONUMENT FOUND IN THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 158 BEARS SOUTH 59 DEGREES 05 MINUTES 45 SECONDS EAST A DISTANCE OF 1199.56 FEET AND A 5/8-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID SECTION 35 BEARS NORTH 75 DEGREES 42 MINUTES 58 SECONDS EAST A DISTANCE OF 1573.63 FEET AND NORTH 14 DEGREES 17 MINUTES 02 SECONDS WEST A DISTANCE OF 3305.23 FEET;

(10) THENCE SOUTH 30 DEGREES 55 MINUTES 12 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID 70-FOOT WIDE WATER PIPELINE EASEMENT, A DISTANCE OF 705.22 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF CURVATURE FOR A CORNER OF THIS TRACT;

(11) THENCE SOUTHWESTERLY, ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 492.38 FEET, SAID CURVE HAVING A RADIUS OF 640.00 FEET, A DELTA ANGLE OF 44 DEGREES 04 MINUTES 48 SECONDS, A CHORD BEARING OF SOUTH 52 DEGREES 57 MINUTES 36 SECONDS WEST, AND A CHORD DISTANCE OF 480.32 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF TANGENCY FOR A CORNER OF THIS TRACT;

(12) THENCE SOUTH 75 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 1543.23 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF INTERSECTION FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THIS TRACT;

(13) THENCE NORTHWESTERLY, ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 269.08 FEET, SAID CURVE HAVING A RADIUS OF 640.00 FEET, A DELTA ANGLE OF 24 DEGREES 05 MINUTES 21 SECONDS, A CHORD BEARING OF NORTH 02 DEGREES 22 MINUTES 40 SECONDS WEST, AND A CHORD DISTANCE OF 267.11 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF TANGENCY FOR A CORNER OF THIS TRACT;

(14) THENCE NORTH 09 DEGREES 40 MINUTES 01 SECONDS EAST A DISTANCE OF 162.07 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF CURVATURE FOR A CORNER OF THIS TRACT;

(15) THENCE NORTHWESTERLY, ALONG A CURVE TO THE LEFT, AN ARC DISTANCE OF 154.99 FEET, SAID CURVE HAVING A RADIUS OF 360.00 FEET, A DELTA ANGLE OF 24 DEGREES 40 MINUTES 01 SECONDS, A CHORD BEARING OF NORTH 02 DEGREES 40 MINUTES 00 SECONDS WEST, AND A CHORD DISTANCE OF 153.79 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF TANGENCY FOR A CORNER OF THIS TRACT;

(16) THENCE NORTH 15 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 29.45 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF INTERSECTION FOR AN ELL CORNER OF THIS TRACT;

(17) THENCE SOUTH 83 DEGREES 04 MINUTES 41 SECONDS WEST A DISTANCE OF 365.47 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(18) THENCE NORTH 29 DEGREES 59 MINUTES 13 SECONDS WEST A DISTANCE OF 285.71 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF INTERSECTION FOR AN ELL CORNER OF THIS TRACT;

(19) THENCE SOUTHWESTERLY, ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 753.93 FEET, SAID CURVE HAVING A RADIUS OF 3639.68 FEET, A DELTA ANGLE OF 11 DEGREES 52 MINUTES 06 SECONDS, A CHORD BEARING OF SOUTH 66 DEGREES 50 MINUTES 21 SECONDS WEST, AND A CHORD DISTANCE OF 752.59 FEET TO THE POINT OF BEGINNING. BEARINGS AND COORDINATES CALLED IN THIS DESCRIPTION ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE 4203, NORTH AMERICAN DATUM OF 1983. CONVERGENCE TO GEODETIC NORTH IS -00 DEGREES 56 MINUTES 45 SECONDS AT A CITY OF MIDLAND MONUMENT WITH COORDINATE VALUES OF NORTHING: 10,693,732.38 AND EASTING: 1,727,308.48, U.S. SURVEY FEET. DISTANCES CALLED IN THIS DESCRIPTION ARE GRID DISTANCES. AREAS REPORTED IN THIS DESCRIPTION ARE BASED ON CALCULATIONS MADE WITH GRID DISTANCES.

THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THE INFORMATION HEREON REPRESENTS THE FINDINGS OF THIS SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SURVEYED: FEBRUARY 05, 2021

SAMUEL WYATT
R.P.L.S. 6453

September 14, 2021

Parkhill
Parkhill.com
TBPELS FIRM REGISTRATION NO. 10194091

PACKET 27.8

A 131.190-ACRE TRACT OF LAND IN SECTION 35, BLOCK 40, T-1-S, T. & P. RR. SURVEY, ABSTRACT NO. 378, MIDLAND COUNTY, TEXAS

A 131.190-acre tract of land in Section 35, Block 40, T-1-S, T. & P. Railroad Survey, Abstract Number 378, Midland County, Texas, being a portion of that certain 982.154-acre tract of land conveyed to Cumberland and Western Resources, LLC, described as "Tract Seven" in a warranty deed recorded in Volume 3131, Page 210 of the Official Public Records of Midland County, Texas, said 131.190-acre tract being further described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set for the most westerly southwest corner of this tract, said beginning point having coordinates of NORTHING: 10,694,434.73 and EASTING: 1,721,572.19, Texas Coordinate System, Central Zone 4203, North American Datum of 1983, whence a 1-inch iron pipe found at the northwest corner of said Section 35 bears *South 75 degrees 43 minutes 03 seconds West* a distance of 185.07 feet and *North 14 degrees 16 minutes 57 seconds West* a distance of 3176.11 feet and the previous location of a 1/2-inch iron rod in a rock mound at the southwest corner of said Section 35 bears *South 75 degrees 43 minutes 03 seconds West* a distance of 185.07 feet and *South 14 degrees 16 minutes 57 seconds East* a distance of 2119.49 feet;

(1) THENCE *North 14 degrees 21 minutes 01 seconds West* a distance of 1127.76 feet to a point in a curve in the proposed southeast right-of-way line of Wadley Avenue, in the south line of a 27.25-acre tract of land conveyed to CWS Royale, SW, L.P., described in a special warranty deed with vendor's lien recorded in Instrument 2020-31839 of the Official Public Records of Midland County, Texas, for the northwest corner of this tract, whence a 5/8-inch iron rod with a plastic cap marked "KHA" found at the southwest corner of said 27.25-acre tract bears *South 72 degrees 02 minutes 05 seconds West* a chord distance of 89.32 feet;

(2) THENCE northeasterly, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, and a curve to the left, an arc distance of 919.77 feet, said curve having a radius of 1344.00 feet, a delta angle of *39 degrees 12 minutes 39 seconds*, a chord bearing of *North 50 degrees 31 minutes 31 seconds East*, and a chord distance of 901.93 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(3) THENCE *North 30 degrees 46 minutes 03 seconds East*, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, a distance of 7.15 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(4) THENCE *North 36 degrees 37 minutes 39 seconds East*, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, a distance of 151.02 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(5) THENCE *North 30 degrees 55 minutes 12 seconds East*, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, a distance of 547.07 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(6) THENCE *North 75 degrees 54 minutes 41 seconds East*, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, a distance of 70.75 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection in the proposed southwest right-of-way line of State Highway 158 and the southwest line of said 27.25-acre tract, for the northeast corner of this tract;

(7) THENCE *South 59 degrees 05 minutes 24 seconds East*, along the proposed southwest right-of-way line of said State Highway 158 and the southwest line of said 27.25-acre tract, a distance of 2359.23 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(8) THENCE *North 30 degrees 54 minutes 36 seconds East* a distance of 32.48 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set in the existing southwest right-of-way line of State Highway 158, described in a deed recorded in Volume 329, Page 679 of the Deed Records of Midland County, Texas, at a point of intersection for a corner of this tract;

(9) THENCE *South 59 degrees 05 minutes 45 seconds East*, along the existing southwest right-of-way line of said State Highway 158, a distance of 619.52 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set in the northwest line of a 70-foot wide water pipeline easement conveyed to the Midland County Fresh Water Supply District No. 1, recorded in Instrument 2013-8956 of the Official Public Records of Midland County, Texas, for the southeast corner of this tract, said point having coordinates of NORTHING: 10,695,212.35 and EASTING: 1,725,004.78, Texas Coordinate System, Central Zone 4203, North American Datum of 1983, whence a concrete right-of-way monument found in the southwest right-of-way line of said State Highway 158 bears *South 59 degrees 05 minutes 45 seconds East* a distance of 1199.56 feet and a 5/8-inch iron rod found at the northeast corner of said Section 35 bears *North 75 degrees 42 minutes 58 seconds East* a distance of 1573.63 feet and *North 14 degrees 17 minutes 02 seconds West* a distance of 3305.23 feet;

(10) THENCE *South 30 degrees 55 minutes 12 seconds West*, along the northwest line of said 70-foot wide water pipeline easement, a distance of 705.22 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of curvature for a corner of this tract;

(11) THENCE southwesterly, along a curve to the right, an arc distance of 492.38 feet, said curve having a radius of 640.00 feet, a delta angle of *44 degrees 04 minutes 48 seconds*, a chord bearing of *South 52 degrees 57 minutes 36 seconds West*, and a chord distance of 480.32 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of tangency for a corner of this tract;

(12) THENCE *South 75 degrees 00 minutes 00 seconds West* a distance of 1543.23 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of intersection for the most southerly southwest corner of this tract;

(13) THENCE northwesterly, along a curve to the right, an arc distance of 269.08 feet, said curve having a radius of 640.00 feet, a delta angle of *24 degrees 05 minutes 21 seconds*, a chord bearing of *North 02 degrees 22 minutes 40 seconds West*, and a chord distance of 267.11 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of tangency for a corner of this tract;

(14) THENCE *North 09 degrees 40 minutes 01 seconds East* a distance of 162.07 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of curvature for a corner of this tract;

(15) THENCE northwesterly, along a curve to the left, an arc distance of 154.99 feet, said curve having a radius of 360.00 feet, a delta angle of *24 degrees 40 minutes 01 seconds*, a chord bearing of *North 02 degrees 40 minutes 00 seconds West*, and a chord distance of 153.79 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of tangency for a corner of this tract;

(16) THENCE *North 15 degrees 00 minutes 00 seconds West*, a distance of 29.45 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of intersection for an ell corner of this tract;

(17) THENCE *South 83 degrees 04 minutes 41 seconds West* a distance of 365.47 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of intersection for a corner of this tract;

(18) THENCE *North 29 degrees 59 minutes 13 seconds West* a distance of 285.71 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of intersection for an ell corner of this tract;

(19) THENCE southwesterly, along a curve to the right, an arc distance of 753.93 feet, said curve having a radius of 3639.68 feet, a delta angle of *11 degrees 52 minutes 06 seconds*, a chord bearing of *South 66 degrees 50 minutes 21 seconds West*, and a chord distance of 752.59 feet to the **POINT OF BEGINNING**. Bearings and coordinates called in this description are based on the Texas Coordinate System, Central Zone 4203, North American Datum of 1983. Convergence to geodetic north is *-00 degrees 56 minutes 45 seconds* at a City of Midland Monument with coordinate values of NORTHING: 10,693,732.38 and EASTING: 1,727,308.48, U.S. Survey Feet. Distances called in this description are grid distances. Areas reported in this description are based on calculations made with grid distances.

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) "A" (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, Cumberland Western Resources, LLC ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Signature of Owner or Owner's Authorized Representative

GREG BEITERION

Printed Name

MANAGER

Title

THE STATE OF FLORIDA §
§
COUNTY OF SARASOTA §

This instrument was acknowledged before me on the 10 day of May, 2021, by GREG BEITERION in the capacity herein stated.

MY COMMISSION EXPIRES

Notary Public, State of FL

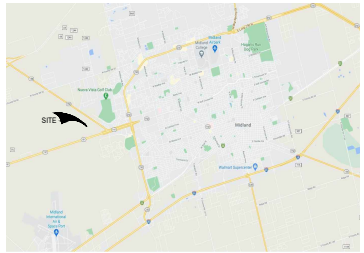
NOTARY PUBLIC STATE OF FLORIDA

ELISE J. DURANCEAU
Commission # HH 082709
Expires March 8, 2025
Bonded Thru Budget Notary Services

A PERIMETER SURVEY OF A 131.190-ACRE TRACT IN SECTION 35, BLOCK 40, T-1-S, T. & P. RAILROAD SURVEY,

MIDLAND COUNTY, TEXAS

PARENT TRACT: A 982.1540-ACRE TRACT OF LAND DESCRIBED AS "TRACT SEVEN" IN A WARRANTY DEED RECORDED IN VOLUME 3131, PAGE 210 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	470.00'	126.82'	126.43'	S. 44°29'05" W.	15°27'49"
C2	830.00'	134.01'	133.87'	S. 44°29'05" E.	15°27'49"

SURVEYOR'S REPORT:

BEARINGS AND COORDINATES SHOWN ON THIS SURVEY ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83 (2012).
CONVERGENCE ANGLE = -00°56'45" TO GEODETIC NORTH.
COMBINED SCALE FACTOR = 0.999897192.
REFERENCE STATION:
NORTHING: 10,693,732.38
EASTING: 1,727,308.48

UNITS ARE U.S. SURVEY FEET.

DISTANCES REPORTED HEREON ARE AT GRID DISTANCES.

AREAS REPORTED HEREON ARE BASED ON CALCULATIONS MADE AT GRID DISTANCES.

THIS SURVEY IS SUBJECT TO ANY FACTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH. RECORD DOCUMENTS OTHER THAN THOSE SHOWN MAY AFFECT THIS TRACT.

MONUMENTS INDICATED AS FOUND BY THIS SURVEY ARE NOT "PHYSICAL MONUMENTS OF RECORD DIGNITY" UNLESS SO NOTED.

FOUND MONUMENTS ARE ACCEPTED BY THIS SURVEYOR AS CONTROLLING EVIDENCE DUE TO SUBSTANTIAL AGREEMENT WITH RECORD DOCUMENTS.

THIS PLAT IS INVALID UNLESS IT BEARS THE SURVEYOR'S ORIGINAL SEAL AND SIGNATURE.

LEGAL DESCRIPTION:

A 131.190-ACRE TRACT OF LAND IN SECTION 35, BLOCK 40, T-1-S, T. & P. RAILROAD SURVEY, ABSTRACT NUMBER 378, MIDLAND COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 982.154-ACRE TRACT OF LAND CONVEYED TO CUMBERLAND AND WESTERN RESOURCES, LLC, DESCRIBED AS "TRACT SEVEN" IN A WARRANTY DEED RECORDED IN VOLUME 3131, PAGE 210 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS, SAID 131.190-ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

(1) THENCE NORTH 14 DEGREES 21 MINUTES 01 SECONDS WEST A DISTANCE OF 1127.76 FEET TO A POINT IN A CURVE IN THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF WADLEY AVENUE, IN THE SOUTH LINE OF A 27.25-ACRE TRACT OF LAND CONVEYED TO CWS ROYALE, SW, L.P., DESCRIBED IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN INSTRUMENT 2020-31839 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS, FOR THE NORTHWEST CORNER OF THIS TRACT, WHENCE A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT THE SOUTHWEST CORNER OF SAID 27.25-ACRE TRACT BEARS SOUTH 72 DEGREES 02 MINUTES 05 SECONDS WEST A CHORD DISTANCE OF 89.32 FEET;

(2) THENCE NORTHEASTERLY, ALONG THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF SAID WADLEY AVENUE AND THE SOUTH LINE OF SAID 27.25-ACRE TRACT, AND A CURVE TO THE LEFT, AN ARC DISTANCE OF 919.77 FEET, SAID CURVE HAVING A RADIUS OF 1344.00 FEET, A DELTA ANGLE OF 39 DEGREES 12 MINUTES 39 SECONDS, A CHORD BEARING OF NORTH 50 DEGREES 31 MINUTES 31 SECONDS EAST, AND A CHORD DISTANCE OF 901.93 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(3) THENCE NORTH 30 DEGREES 46 MINUTES 03 SECONDS EAST, ALONG THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF SAID WADLEY AVENUE AND THE SOUTH LINE OF SAID 27.25-ACRE TRACT, A DISTANCE OF 7.15 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(4) THENCE NORTH 36 DEGREES 37 MINUTES 39 SECONDS EAST, ALONG THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF SAID WADLEY AVENUE AND THE SOUTH LINE OF SAID 27.25-ACRE TRACT, A DISTANCE OF 151.02 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(5) THENCE NORTH 30 DEGREES 55 MINUTES 12 SECONDS EAST, ALONG THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF SAID WADLEY AVENUE AND THE SOUTH LINE OF SAID 27.25-ACRE TRACT, A DISTANCE OF 547.07 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(6) THENCE NORTH 75 DEGREES 54 MINUTES 41 SECONDS EAST, ALONG THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF SAID WADLEY AVENUE AND THE SOUTH LINE OF SAID 27.25-ACRE TRACT, A DISTANCE OF 70.75 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION IN THE PROPOSED OUTHWEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 158 AND THE SOUTHWEST LINE OF SAID 27.25-ACRE TRACT, FOR THE NORTHEAST CORNER OF THIS TRACT;

(7) THENCE SOUTH 59 DEGREES 05 MINUTES 24 SECONDS EAST, ALONG THE PROPOSED SOUTHWEST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 158 AND THE SOUTHWEST LINE OF SAID 27.25-ACRE TRACT, A DISTANCE OF 2359.23 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(8) THENCE NORTH 30 DEGREES 54 MINUTES 36 SECONDS EAST A DISTANCE OF 32.48 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET IN THE EXISTING SOUTHWEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 158, DESCRIBED IN A DEED RECORDED IN VOLUME 329, PAGE 679 OF THE DEED RECORDS OF MIDLAND COUNTY, TEXAS, AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(9) THENCE SOUTH 59 DEGREES 05 MINUTES 45 SECONDS EAST, ALONG THE EXISTING SOUTHWEST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 158, A DISTANCE OF 619.52 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET IN THE NORTHWEST LINE OF A 70-FOOT WIDE WATER PIPELINE EASEMENT CONVEYED TO THE MIDLAND COUNTY FRESH WATER SUPPLY DISTRICT NO. 1, RECORDED IN INSTRUMENT 2013-8956 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF THIS TRACT, SAID POINT HAVING COORDINATES OF NORTHING: 10,695,212.35 AND EASTING: 1,725,004.78, TEXAS COORDINATE SYSTEM, CENTRAL ZONE 4203, NORTH AMERICAN DATUM OF 1983, WHENCE A CONCRETE RIGHT-OF-WAY MONUMENT FOUND IN THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 158 BEARS SOUTH 59 DEGREES 05 MINUTES 45 SECONDS EAST A DISTANCE OF 1199.56 FEET AND A 5/8-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID SECTION 35 BEARS NORTH 75 DEGREES 42 MINUTES 58 SECONDS EAST A DISTANCE OF 1573.63 FEET AND NORTH 14 DEGREES 17 MINUTES 02 SECONDS WEST A DISTANCE OF 3305.23 FEET;

(10) THENCE SOUTH 30 DEGREES 55 MINUTES 12 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID 70-FOOT WIDE WATER PIPELINE EASEMENT, A DISTANCE OF 705.22 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF CURVATURE FOR A CORNER OF THIS TRACT;

(11) THENCE SOUTHWESTERLY, ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 492.38 FEET, SAID CURVE HAVING A RADIUS OF 640.00 FEET, A DELTA ANGLE OF 44 DEGREES 04 MINUTES 48 SECONDS, A CHORD BEARING OF SOUTH 52 DEGREES 57 MINUTES 36 SECONDS WEST, AND A CHORD DISTANCE OF 480.32 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF TANGENCY FOR A CORNER OF THIS TRACT;

(12) THENCE SOUTH 75 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 1543.23 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF INTERSECTION FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THIS TRACT;

(13) THENCE NORTHWESTERLY, ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 269.08 FEET, SAID CURVE HAVING A RADIUS OF 640.00 FEET, A DELTA ANGLE OF 24 DEGREES 05 MINUTES 21 SECONDS, A CHORD BEARING OF NORTH 02 DEGREES 22 MINUTES 40 SECONDS WEST, AND A CHORD DISTANCE OF 267.11 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF TANGENCY FOR A CORNER OF THIS TRACT;

(14) THENCE NORTH 09 DEGREES 40 MINUTES 01 SECONDS EAST A DISTANCE OF 162.07 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF CURVATURE FOR A CORNER OF THIS TRACT;

(15) THENCE NORTHWESTERLY, ALONG A CURVE TO THE LEFT, AN ARC DISTANCE OF 154.99 FEET, SAID CURVE HAVING A RADIUS OF 360.00 FEET, A DELTA ANGLE OF 24 DEGREES 40 MINUTES 01 SECONDS, A CHORD BEARING OF NORTH 02 DEGREES 40 MINUTES 00 SECONDS WEST, AND A CHORD DISTANCE OF 153.79 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF TANGENCY FOR A CORNER OF THIS TRACT;

(16) THENCE NORTH 15 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 29.45 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF INTERSECTION FOR AN ELL CORNER OF THIS TRACT;

(17) THENCE SOUTH 83 DEGREES 04 MINUTES 41 SECONDS WEST A DISTANCE OF 365.47 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(18) THENCE NORTH 29 DEGREES 59 MINUTES 13 SECONDS WEST A DISTANCE OF 285.71 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF INTERSECTION FOR AN ELL CORNER OF THIS TRACT;

(19) THENCE SOUTHWESTERLY, ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 753.93 FEET, SAID CURVE HAVING A RADIUS OF 3639.68 FEET, A DELTA ANGLE OF 11 DEGREES 52 MINUTES 06 SECONDS, A CHORD BEARING OF SOUTH 66 DEGREES 50 MINUTES 21 SECONDS WEST, AND A CHORD DISTANCE OF 752.59 FEET TO THE POINT OF BEGINNING. BEARINGS AND COORDINATES CALLED IN THIS DESCRIPTION ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE 4203, NORTH AMERICAN DATUM OF 1983. CONVERGENCE TO GEODETIC NORTH IS -00 DEGREES 56 MINUTES 45 SECONDS AT A CITY OF MIDLAND MONUMENT WITH COORDINATE VALUES OF NORTHING: 10,693,732.38 AND EASTING: 1,727,308.48, U.S. SURVEY FEET. DISTANCES CALLED IN THIS DESCRIPTION ARE GRID DISTANCES. AREAS REPORTED IN THIS DESCRIPTION ARE BASED ON CALCULATIONS MADE WITH GRID DISTANCES.

THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THE INFORMATION HEREON REPRESENTS THE FINDINGS OF THIS SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SURVEYED: FEBRUARY 05, 2021

SAMUEL WYATT
R.P.L.S. 6453

September 14, 2021

Parkhill
Parkhill.com
TBPELS FIRM REGISTRATION NO. 10194091

PACKET 27.12

Parkhill

A 131.190-ACRE TRACT OF LAND IN SECTION 35, BLOCK 40, T-1-S, T. & P. RR. SURVEY, ABSTRACT NO. 378, MIDLAND COUNTY, TEXAS

A 131.190-acre tract of land in Section 35, Block 40, T-1-S, T. & P. Railroad Survey, Abstract Number 378, Midland County, Texas, being a portion of that certain 982.154-acre tract of land conveyed to Cumberland and Western Resources, LLC, described as "Tract Seven" in a warranty deed recorded in Volume 3131, Page 210 of the Official Public Records of Midland County, Texas, said 131.190-acre tract being further described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set for the most westerly southwest corner of this tract, said beginning point having coordinates of NORTHING: 10,694,434.73 and EASTING: 1,721,572.19, Texas Coordinate System, Central Zone 4203, North American Datum of 1983, whence a 1-inch iron pipe found at the northwest corner of said Section 35 bears *South 75 degrees 43 minutes 03 seconds West* a distance of 185.07 feet and *North 14 degrees 16 minutes 57 seconds West* a distance of 3176.11 feet and the previous location of a 1/2-inch iron rod in a rock mound at the southwest corner of said Section 35 bears *South 75 degrees 43 minutes 03 seconds West* a distance of 185.07 feet and *South 14 degrees 16 minutes 57 seconds East* a distance of 2119.49 feet;

(1) THENCE *North 14 degrees 21 minutes 01 seconds West* a distance of 1127.76 feet to a point in a curve in the proposed southeast right-of-way line of Wadley Avenue, in the south line of a 27.25-acre tract of land conveyed to CWS Royale, SW, L.P., described in a special warranty deed with vendor's lien recorded in Instrument 2020-31839 of the Official Public Records of Midland County, Texas, for the northwest corner of this tract, whence a 5/8-inch iron rod with a plastic cap marked "KHA" found at the southwest corner of said 27.25-acre tract bears *South 72 degrees 02 minutes 05 seconds West* a chord distance of 89.32 feet;

(2) THENCE northeasterly, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, and a curve to the left, an arc distance of 919.77 feet, said curve having a radius of 1344.00 feet, a delta angle of *39 degrees 12 minutes 39 seconds*, a chord bearing of *North 50 degrees 31 minutes 31 seconds East*, and a chord distance of 901.93 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(3) THENCE *North 30 degrees 46 minutes 03 seconds East*, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, a distance of 7.15 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(4) THENCE *North 36 degrees 37 minutes 39 seconds East*, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, a distance of 151.02 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(5) THENCE *North 30 degrees 55 minutes 12 seconds East*, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, a distance of 547.07 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(6) THENCE *North 75 degrees 54 minutes 41 seconds East*, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, a distance of 70.75 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection in the proposed southwest right-of-way line of State Highway 158 and the southwest line of said 27.25-acre tract, for the northeast corner of this tract;

(7) THENCE *South 59 degrees 05 minutes 24 seconds East*, along the proposed southwest right-of-way line of said State Highway 158 and the southwest line of said 27.25-acre tract, a distance of 2359.23 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(8) THENCE *North 30 degrees 54 minutes 36 seconds East* a distance of 32.48 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set in the existing southwest right-of-way line of State Highway 158, described in a deed recorded in Volume 329, Page 679 of the Deed Records of Midland County, Texas, at a point of intersection for a corner of this tract;

(9) THENCE *South 59 degrees 05 minutes 45 seconds East*, along the existing southwest right-of-way line of said State Highway 158, a distance of 619.52 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set in the northwest line of a 70-foot wide water pipeline easement conveyed to the Midland County Fresh Water Supply District No. 1, recorded in Instrument 2013-8956 of the Official Public Records of Midland County, Texas, for the southeast corner of this tract, said point having coordinates of NORTHING: 10,695,212.35 and EASTING: 1,725,004.78, Texas Coordinate System, Central Zone 4203, North American Datum of 1983, whence a concrete right-of-way monument found in the southwest right-of-way line of said State Highway 158 bears *South 59 degrees 05 minutes 45 seconds East* a distance of 1199.56 feet and a 5/8-inch iron rod found at the northeast corner of said Section 35 bears *North 75 degrees 42 minutes 58 seconds East* a distance of 1573.63 feet and *North 14 degrees 17 minutes 02 seconds West* a distance of 3305.23 feet;

(10) THENCE *South 30 degrees 55 minutes 12 seconds West*, along the northwest line of said 70-foot wide water pipeline easement, a distance of 705.22 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of curvature for a corner of this tract;

(11) THENCE southwesterly, along a curve to the right, an arc distance of 492.38 feet, said curve having a radius of 640.00 feet, a delta angle of *44 degrees 04 minutes 48 seconds*, a chord bearing of *South 52 degrees 57 minutes 36 seconds West*, and a chord distance of 480.32 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of tangency for a corner of this tract;

(12) THENCE *South 75 degrees 00 minutes 00 seconds West* a distance of 1543.23 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of intersection for the most southerly southwest corner of this tract;

(13) THENCE northwesterly, along a curve to the right, an arc distance of 269.08 feet, said curve having a radius of 640.00 feet, a delta angle of *24 degrees 05 minutes 21 seconds*, a chord bearing of *North 02 degrees 22 minutes 40 seconds West*, and a chord distance of 267.11 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of tangency for a corner of this tract;

(14) THENCE *North 09 degrees 40 minutes 01 seconds East* a distance of 162.07 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of curvature for a corner of this tract;

(15) THENCE northwesterly, along a curve to the left, an arc distance of 154.99 feet, said curve having a radius of 360.00 feet, a delta angle of *24 degrees 40 minutes 01 seconds*, a chord bearing of *North 02 degrees 40 minutes 00 seconds West*, and a chord distance of 153.79 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of tangency for a corner of this tract;

(16) THENCE *North 15 degrees 00 minutes 00 seconds West*, a distance of 29.45 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of intersection for an ell corner of this tract;

(17) THENCE *South 83 degrees 04 minutes 41 seconds West* a distance of 365.47 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of intersection for a corner of this tract;

(18) THENCE *North 29 degrees 59 minutes 13 seconds West* a distance of 285.71 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of intersection for an ell corner of this tract;

(19) THENCE southwesterly, along a curve to the right, an arc distance of 753.93 feet, said curve having a radius of 3639.68 feet, a delta angle of *11 degrees 52 minutes 06 seconds*, a chord bearing of *South 66 degrees 50 minutes 21 seconds West*, and a chord distance of 752.59 feet to the **POINT OF BEGINNING**. Bearings and coordinates called in this description are based on the Texas Coordinate System, Central Zone 4203, North American Datum of 1983. Convergence to geodetic north is *-00 degrees 56 minutes 45 seconds* at a City of Midland Monument with coordinate values of NORTHING: 10,693,732.38 and EASTING: 1,727,308.48, U.S. Survey Feet. Distances called in this description are grid distances. Areas reported in this description are based on calculations made with grid distances.

SERVICE AGREEMENT

THIS AGREEMENT is made and effective the 10th day of June 2021, by and between the CITY OF MIDLAND, TEXAS, hereinafter called "CITY," and CUMBERLAND & WESTERN RESOURCES, LLC, hereinafter referred to as "PETITIONER" whether one or more. **WHEREAS,** a petition for annexation of a **131.190-acres tract of land, located in Section 35, Block 40, T-1-S, T&P Railroad Company Survey, Midland County, Texas**, said tract being more fully described by metes and bounds therein (the "Area"), has been submitted to CITY by PETITIONER, the owner(s) of the land located in the Area, a copy of which is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, before CITY annexes the Area, CITY and PETITIONER must enter into a written agreement for the provision of services in the Area in accordance with Section 43.0672 of the Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is (1) to list each service CITY will provide in the Area on the effective date of the annexation, (2) to establish a schedule that includes the period within which CITY will provide each service in the Area that is not provided on the effective date of the annexation, and (3) to establish the duty of PETITIONER to pay fees similar to impact fees in the event that CITY has adopted, or adopts in the future, one or more ordinances establishing impact fees. PETITIONER understands and agrees that CITY is not required to provide a service that is not included in this Agreement. PETITIONER further understands and agrees that the execution of this Agreement does not constitute a promise by CITY to annex the Area and that this Agreement is not a permit for purposes of Chapter 245 of the Local Government Code.

ARTICLE II. TERM

The term of this Agreement shall be one year; provided, however, that if CITY annexes the Area within one year from the effective date, the term of this Agreement shall continue until such time when all services described in this Agreement are provided in the Area, and at such time, the Agreement shall terminate and shall be of no further force or effect except for those provisions that expressly survive termination. If CITY does not annex the Area during the term of this Agreement, this Agreement shall terminate and shall be of no further force or effect, and CITY shall have no duty to provide services to the Area.

ARTICLE III. SERVICES TO BE PROVIDED UPON ANNEXATION

CITY will provide the following services in the Area on the date that the ordinance annexing the Area becomes effective:

A. **Engineering:** CITY's Engineering Services Department will maintain streets, drainage facilities, and rights-of-way in accordance with CITY policies, procedures, and ordinances and applicable laws. PETITIONER understands and agrees that PETITIONER may be required to construct public improvements, including but not limited to (i) roadways adjacent to property located in the Area upon platting and (ii) roadway connections to existing facilities in the Area upon issuance of building permits in accordance with applicable laws and ordinances. PETITIONER understands and agrees that the Area will be included in CITY's service area of CITY's drainage utility.

B. **Utilities:** CITY will provide water services and wastewater collection services, upon platting property in the Area, in accordance with the City Code at rates established by ordinances for such services; provided, however, that no such service shall be provided until the public improvements necessary therefor have been constructed and CITY has approved said improvements. PETITIONER understands and agrees that CITY may require PETITIONER to construct such public improvements in accordance with applicable laws and ordinances.

C. **Development:** CITY's Development Services Department will provide planning, land development, land use, building review and inspection, and code enforcement services in accordance with applicable laws, rules, regulations, and ordinances.

D. **Police:** CITY's Police Department will provide emergency and routine call response, traffic enforcement, and law enforcement services in the Area.

E. **Fire:** CITY's Fire Department will provide emergency service for fire protection services and emergency medical services.

F. **Community Services:** CITY's Community Services Department will provide access to services and programs that may be offered by the Health and Senior Services Division, services and programs that may be offered by Animal Services Division, and access to City-owned parks.

G. **Solid Waste:** CITY's Solid Waste Department will provide residential garbage pickup service only. PETITIONER understands and agrees that CITY will not provide garbage pickup services to new commercial developments.

Regarding the services described above, PETITIONER understands and agrees that CITY will provide a level of services that is comparable to the level of services available in other parts of the City of Midland with topography, land use, and population density similar to those reasonably contemplated or projected for the Area. PETITIONER understands and acknowledges that any CITY departments or divisions identified above may change names or be reorganized. Any reference to a specific CITY department or division also includes any subsequent CITY department or division that will provide the same or similar services.

ARTICLE IV. IMPACT FEES

A. **Fees to be assessed and collected.** Except as otherwise described herein, if CITY has adopted, or adopts in the future, one or more ordinances establishing impact fees in accordance with Chapter 395 of the Local Government Code, CITY shall assess and collect fees associated with the development of the Area as described for impact fees in the applicable impact fee ordinance(s) (the "Fees").

B. **Service areas.** For purposes of assessing and collecting Fees for water and wastewater under this Agreement, the Area is deemed to be located within CITY's capital improvements plan service area therefor. For the purpose of assessing and collecting Fees for roadways under this Agreement, the Area is deemed to be located in CITY's capital improvements plan roadway service area(s) immediately adjacent thereto; provided, however, that if the Area is not located immediately adjacent to a roadway service area and is located immediately adjacent to a tract of land that is associated with an agreement regarding fees similar to the Fees in this Agreement, the Area is deemed to be located in the roadway service area(s) specified in such similar agreement associated with the adjacent tract of land.

C. **Capital improvements and facility expansions.** For purposes of this Agreement, a capital improvement or facility expansion that will serve the Area shall be deemed to be included in CITY's capital improvements plan if:

   a. said capital improvement or facility expansion is substantially similar to a type of capital improvement or facility expansion identified in CITY's capital improvements plan; or

   b. said capital improvement or facility expansion is an extension of a capital improvement or facility expansion identified in CITY's capital improvements plan.

D. **Time of assessment.** Fees shall be assessed at the time of recordation of a final plat of any portion of the Area, at the time the Area is annexed, or on the effective date(s) of the applicable impact fee ordinance(s), whichever is later.

E. **Time of collection.** CITY shall collect the Fees from PETITIONER at the time of issuance of a building permit. PETITIONER acknowledges and agrees that no building permit or certificate of occupancy shall be issued until PETITIONER has paid the applicable Fees.

F. **Amendment to land use assumptions, capital improvements plan, or impact fees.** Notwithstanding any provision in this Agreement to the contrary, if CITY amends its land use assumptions, capital improvements plan, or impact fees such that PETITIONER would be required to pay impact fees, CITY shall assess and PETITIONER shall pay the applicable impact fees in accordance with the applicable impact fee ordinance(s), as amended; provided, however, that to the extent CITY assesses applicable Fees for service units under this Agreement, PETITIONER shall pay such Fees in accordance with this Agreement and shall not be required to pay the applicable impact fees for the same service units.

G. **Article to survive termination.** If CITY annexes the Area within one year from the

effective date, the provisions of this Article shall survive termination of this Agreement.

ARTICLE V. GOVERNMENTAL IMMUNITY

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE VI. RELEASE

NOTWITHSTANDING ANY OTHER PROVISIONS, PETITIONER HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH PETITIONER HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, CITY'S NEGLIGENCE, OR CLAIMS UNDER CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE VII. ATTORNEYS' FEES

In the event of any conflict between the parties hereto such that either party brings or commences any legal action or proceeding related to this Agreement, including but not limited to any action pursuant to the provisions of the Texas Uniform Declaratory Judgments Act (Tex. Civ. Prac. & Rem. Code §37.001, et seq., as amended), the parties hereto agree to waive any and all rights to recovery of attorneys' fees to which the prevailing party might otherwise be entitled.

BY EXECUTING THIS AGREEMENT, THE PARTIES AGREE TO WAIVE AND DO HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM EITHER PARTY HAS OR MAY HAVE IN THE FUTURE AGAINST THE OTHER PARTY, SPECIFICALLY AND SOLELY REGARDING THE AWARD OF ATTORNEYS' FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. THE PARTIES SPECIFICALLY AGREE THAT IF A PARTY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING

RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE PARTY BRINGING THE ACTION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEYS' FEES TO WHICH THE PARTY MIGHT OTHERWISE BE ENTITLED.

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

THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT. PETITIONER AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE VIII. GENERAL PROVISIONS

A. **Governing law and venue.** This Agreement shall be governed by the laws of the State of Texas. All performance made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. The provisions of this Article VIII.A. shall survive termination of this Agreement.

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

follows:

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

If to PETITIONER: Cumberland & Western Resources LLC
735 E. Venice Avenue, Suite 200
Venice, Florida 34285

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

C. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

D. **Use of language.** Words in the singular shall be held to include the plural, unless the context otherwise requires.

E. **Amendments, modifications, alterations.** No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

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

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

supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, PETITIONER'S failure to comply with the requirements herein shall perpetually bar PETITIONER'S claim for damages under Chapter 271 of the Texas Local Government Code and Section 311.034 of the Texas Government Code, regardless of whether CITY has actual or constructive notice or knowledge of said claim or alleged damages. The provisions of this Article VIII.G. shall survive termination of this agreement. **PETITONER AGREES THAT THE REQUIREMENTS OF THIS ENTIRE AGREEMENT ARE REASONABLE.**

H. **Covenants run with the land.** The provisions of this Agreement are covenants that run with the land located in the Area. CITY and PETITIONER agree that this Agreement may be recorded in the deed records of the county in which the Area is located. CITY and PETITIONER acknowledge and agree that this Agreement is binding upon CITY and PETITIONER and their respective successors, executors, heirs, and assigns, as applicable. The provisions of this Article VIII.H. shall survive termination of this Agreement.

EXECUTED the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

PETITIONER:

By: _____

Name: Greg Bettinson

Title: Manager

STATE OF Florida §

§

COUNTY OF Sarasota §

BEFORE ME, the undersigned authority, on this 4th day of June, 2021 personally appeared, Greg Bettinson, an officer of Cumberland Hotel, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4 day of June, 2021.

_____

Notary Public, State of Florida

NOTARY PUBLIC STATE OF FLORIDA

ELISE J. DURANCEAU
Commission # HH 082709
Expires March 8, 2025
Bonded Thru Budget Notary Services

EXHIBIT "A" TO SERVICE AGREEMENT

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) "A" (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, Cambridge Westland Resources, LLC ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Signature of Owner or Owner's Authorized Representative

Greg Bettinger

Printed Name

Manager

Title

THE STATE OF Florida §

§

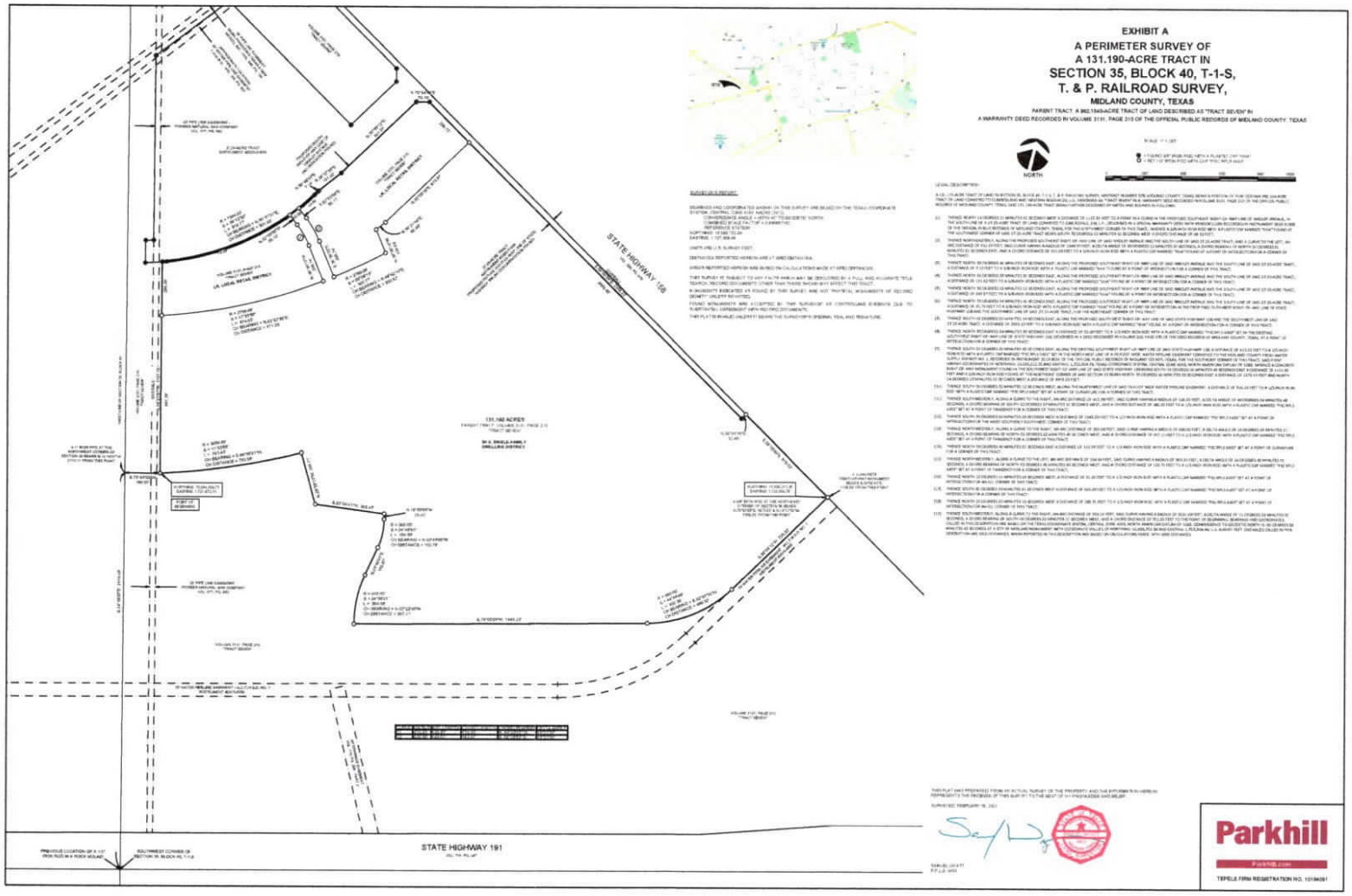
COUNTY OF Sarasota §

This instrument was acknowledged before me on the 10 day of May, 2021, by Greg Bettinger in the capacity herein stated.

MY COMMISSION EXPIRES

Notary Public, State of FL

ELISE J. DURANCEAU
Commission # HH 082709
Expires March 8, 2025
Bonded Thru Budget Notary Services


EXHIBIT A
A PERIMETER SURVEY OF
A 131.190-ACRE TRACT IN
SECTION 35, BLOCK 40, T-1-S,
T. & P. RAILROAD SURVEY,
MIDLAND COUNTY, TEXAS
NORTH
STATE HIGHWAY 158
STATE HIGHWAY 191
131.190 ACRES
Parkhill

Parkhill

CONTINUATION OF EXHIBIT A

A 131.190-ACRE TRACT OF LAND IN SECTION 35, BLOCK 40, T-1-S, T. & P. RR. SURVEY, ABSTRACT NO. 378, MIDLAND COUNTY, TEXAS

A 131.190-acre tract of land in Section 35, Block 40, T-1-S, T. & P. Railroad Survey, Abstract Number 378, Midland County, Texas, being a portion of that certain 982.154-acre tract of land conveyed to Cumberland and Western Resources, LLC, described as "Tract Seven" in a warranty deed recorded in Volume 3131, Page 210 of the Official Public Records of Midland County, Texas, said 131.190-acre tract being further described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set for the most westerly southwest corner of this tract, said beginning point having coordinates of NORTHING: 10,694,434.73 and EASTING: 1,721,572.19, Texas Coordinate System, Central Zone 4203, North American Datum of 1983, whence a 1-inch iron pipe found at the northwest corner of said Section 35 bears *South 75 degrees 43 minutes 03 seconds West* a distance of 185.07 feet and *North 14 degrees 16 minutes 57 seconds West* a distance of 3176.11 feet and the previous location of a 1/2-inch iron rod in a rock mound at the southwest corner of said Section 35 bears *South 75 degrees 43 minutes 03 seconds West* a distance of 185.07 feet and *South 14 degrees 16 minutes 57 seconds East* a distance of 2119.49 feet;

(1) THENCE *North 14 degrees 21 minutes 01 seconds West* a distance of 1127.76 feet to a point in a curve in the proposed southeast right-of-way line of Wadley Avenue, in the south line of a 27.25-acre tract of land conveyed to CWS Royale, SW, L.P., described in a special warranty deed with vendor's lien recorded in Instrument 2020-31839 of the Official Public Records of Midland County, Texas, for the northwest corner of this tract, whence a 5/8-inch iron rod with a plastic cap marked "KHA" found at the southwest corner of said 27.25-acre tract bears *South 72 degrees 02 minutes 05 seconds West* a chord distance of 89.32 feet;

(2) THENCE northeasterly, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, and a curve to the left, an arc distance of 919.77 feet, said curve having a radius of 1344.00 feet, a delta angle of *39 degrees 12 minutes 39 seconds*, a chord bearing of *North 50 degrees 31 minutes 31 seconds East*, and a chord distance of 901.93 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(3) THENCE *North 30 degrees 46 minutes 03 seconds East*, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, a distance of 7.15 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(4) THENCE *North 36 degrees 37 minutes 39 seconds East*, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, a distance of 151.02 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(5) THENCE *North 30 degrees 55 minutes 12 seconds East*, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, a distance of 547.07 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(6) THENCE *North 75 degrees 54 minutes 41 seconds East*, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, a distance of 70.75 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection in the proposed southwest right-of-way line of State Highway 158 and the southwest line of said 27.25-acre tract, for the northeast corner of this tract;

(7) THENCE *South 59 degrees 05 minutes 24 seconds East*, along the proposed southwest right-of-way line of said State Highway 158 and the southwest line of said 27.25-acre tract, a distance of 2359.23 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(8) THENCE *North 30 degrees 54 minutes 36 seconds East* a distance of 32.48 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set in the existing southwest right-of-way line of State Highway 158, described in a deed recorded in Volume 329, Page 679 of the Deed Records of Midland County, Texas, at a point of intersection for a corner of this tract;

(9) THENCE *South 59 degrees 05 minutes 45 seconds East*, along the existing southwest right-of-way line of said State Highway 158, a distance of 619.52 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set in the northwest line of a 70-foot wide water pipeline easement conveyed to the Midland County Fresh Water Supply District No. 1, recorded in Instrument 2013-8956 of the Official Public Records of Midland County, Texas, for the southeast corner of this tract, said point having coordinates of NORTHING: 10,695,212.35 and EASTING: 1,725,004.78, Texas Coordinate System, Central Zone 4203, North American Datum of 1983, whence a concrete right-of-way monument found in the southwest right-of-way line of said State Highway 158 bears *South 59 degrees 05 minutes 45 seconds East* a distance of 1199.56 feet and a 5/8-inch iron rod found at the northeast corner of said Section 35 bears *North 75 degrees 42 minutes 58 seconds East* a distance of 1573.63 feet and *North 14 degrees 17 minutes 02 seconds West* a distance of 3305.23 feet;

(10) THENCE *South 30 degrees 55 minutes 12 seconds West*, along the northwest line of said 70-foot wide water pipeline easement, a distance of 705.22 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of curvature for a corner of this tract;

(11) THENCE southwesterly, along a curve to the right, an arc distance of 492.38 feet, said curve having a radius of 640.00 feet, a delta angle of *44 degrees 04 minutes 48 seconds*, a chord bearing of *South 52 degrees 57 minutes 36 seconds West*, and a chord distance of 480.32 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of tangency for a corner of this tract;

(12) THENCE *South 75 degrees 00 minutes 00 seconds West* a distance of 1543.23 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of intersection for the most southerly southwest corner of this tract;

(13) THENCE northwesterly, along a curve to the right, an arc distance of 269.08 feet, said curve having a radius of 640.00 feet, a delta angle of *24 degrees 05 minutes 21 seconds*, a chord bearing of *North 02 degrees 22 minutes 40 seconds West*, and a chord distance of 267.11 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of tangency for a corner of this tract;

(14) THENCE *North 09 degrees 40 minutes 01 seconds East* a distance of 162.07 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of curvature for a corner of this tract;

(15) THENCE northwesterly, along a curve to the left, an arc distance of 154.99 feet, said curve having a radius of 360.00 feet, a delta angle of *24 degrees 40 minutes 01 seconds*, a chord bearing of *North 02 degrees 40 minutes 00 seconds West*, and a chord distance of 153.79 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of tangency for a corner of this tract;

(16) THENCE *North 15 degrees 00 minutes 00 seconds West*, a distance of 29.45 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of intersection for an ell corner of this tract;

(17) THENCE *South 83 degrees 04 minutes 41 seconds West* a distance of 365.47 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of intersection for a corner of this tract;

(18) THENCE *North 29 degrees 59 minutes 13 seconds West* a distance of 285.71 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of intersection for an ell corner of this tract;

(19) THENCE southwesterly, along a curve to the right, an arc distance of 753.93 feet, said curve having a radius of 3639.68 feet, a delta angle of *11 degrees 52 minutes 06 seconds*, a chord bearing of *South 66 degrees 50 minutes 21 seconds West*, and a chord distance of 752.59 feet to the **POINT OF BEGINNING**. Bearings and coordinates called in this description are based on the Texas Coordinate System, Central Zone 4203, North American Datum of 1983. Convergence to geodetic north is *-00 degrees 56 minutes 45 seconds* at a City of Midland Monument with coordinate values of NORTHING: 10,693,732.38 and EASTING: 1,727,308.48, U.S. Survey Feet. Distances called in this description are grid distances. Areas reported in this description are based on calculations made with grid distances.

MIDLAND
Planning Division

Annexation/Initial Zoning Application

Project Number: A-21-0026

Case Number: Z-21-0228

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: D.R. Horton, Inc		Phone ( ) Email	
Address 6751 North Freeway	City Fort Worth	State Texas	Zip 76131

Property Owner Printed Name: Cumberland & Western Resources LLC		Phone ( ) Email	
Address 2200 Lapsley Lane	City Bowling Green	State KY	Zip 42103

Representative *(if different from Applicant or Property Owner)* Firm: Parkhill Printed Name: Josh Wallender (Proj # 4534.21)		Phone (432) 697-1447 Email jwallender @parkhill.com	
Address 1700 W Wall Street	City Midland	State Texas	Zip 79701

Street Address: See Attached metes and bounds

Legal Description
Lot: Block: Subdivision:

Current Zoning: N/A	**Proposed Zone:** SF-3 & LR *(List by tracts if more than one district is requested)*

Reason for Annexation/Zone Change Request: New Residential Subdivision

Present Use of Property: Vacant

Proposed Use of Property: Residential

How would this annexation/zone change affect the public health, safety and welfare? It will provide additional housing and development of the community.

Describe how this annexation/zone change will affect adjacent properties: It will improve access and utilization of the surrounding properties

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date:
Applicant (printed):	
Property Owner (signature):	Date: 5/10/21
Property Owner (printed) : GREG BETTERTON	

The Annexation/Initial Zoning shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Josh Wallender who, being by me duly sworn, upon oath says: That (s)he is authorized by Cumberland + Western, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 14 day of May, 2021, to certify which witness my hand and seal of office.

SHERI MULLINS
My Notary ID # 8145198
Expires October 10, 2022

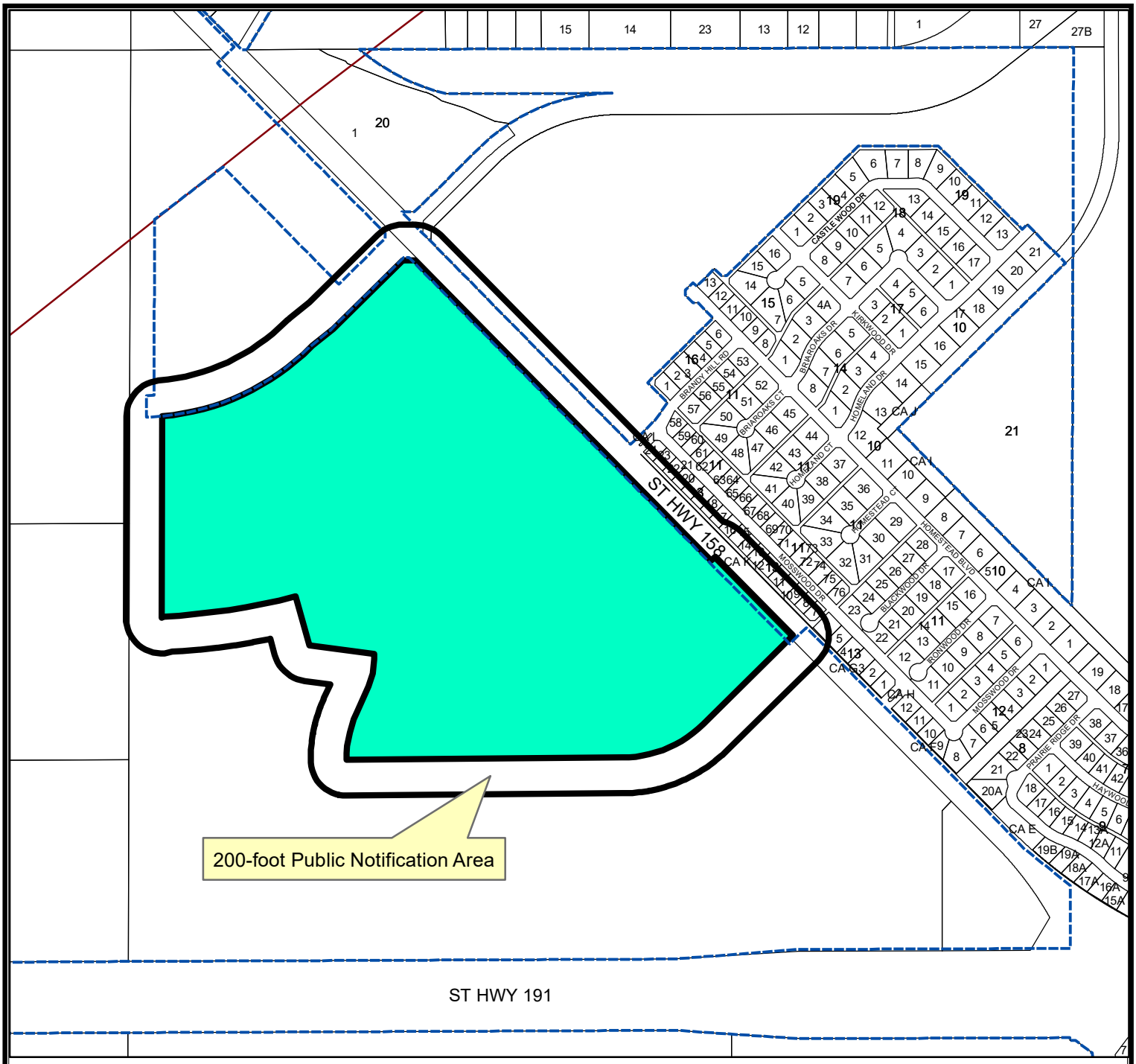
Sheri Mullins

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☐ Property Owner Authorization	☐ Metes and Bounds (Sealed by Surveyor)
☐ Application Fee	☐ Files in Digital Format (PDF/JPEG)
Check #_____	☐ Petition
Received By:	Date:

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

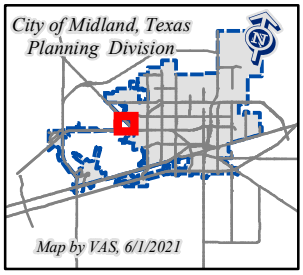
A-21-0026 **Scale: 1" = 800'**

Consider an ordinance for an annexation of a 131.190-acres tract of land located in Section 35, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas.

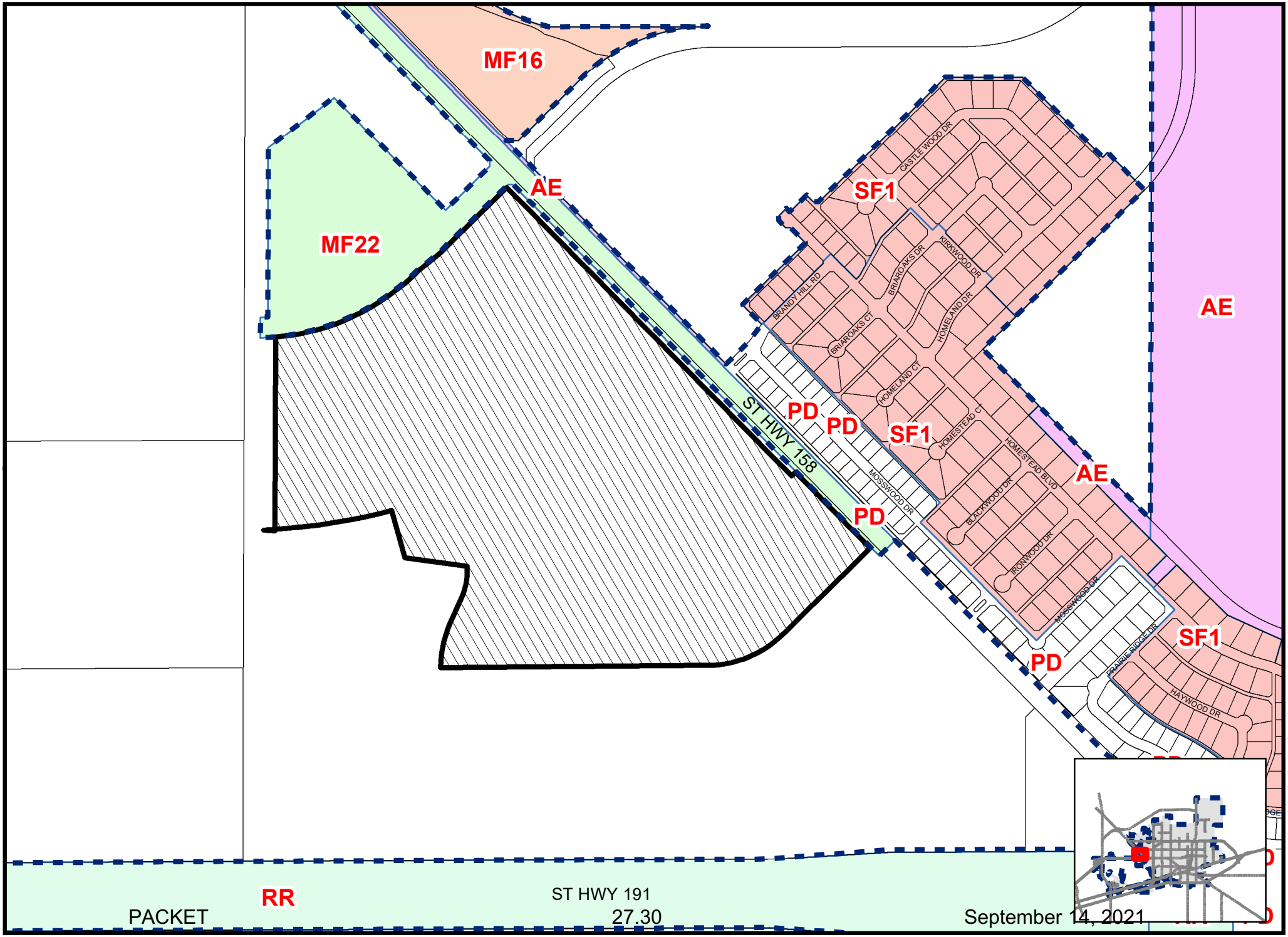
Generally located on the west side of State Highway 158, approximately 1,001 feet north of State Highway 191. (Extraterritorial Jurisdiction)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



September 14, 2021



Map By VAS, 6/10/2021

A-21-0026

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2020: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.









City Council Meeting

Item Number: 28

Meeting Date: August 24, 2021

To: City Council / City Manager

From: Valerie A. Sherman, Senior Planner

Subject: AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATIONS OF THE AREA INDICATED AS BEING A 131.190-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN LR, LOCAL RETAIL DISTRICT, IN PART, AND AN SF-3, SINGLE-FAMILY DWELLING DISTRICT, IN PART; SAID TRACT BEING GENERALLY LOCATED ON THE WEST SIDE OF STATE HIGHWAY 158, APPROXIMATELY 1,001 FEET NORTH OF STATE HIGHWAY 191; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT: NONE) (DEVELOPMENT SERVICES)

Purpose:

Consider an ordinance on a request by D.R. Horton, Inc. for the initial zoning of a 131.190-acres tract of land located in Section 35, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas, located on the west side of State Highway 158, approximately 1,001 feet north of State Highway 191.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Discussion:

The applicant, D.R. Horton, Inc. is requesting the initial zoning of a 131.190- acres tract of land

located in Section 35, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas, located on the west side of State Highway 158, approximately 1,001 feet north of State Highway 191, which is currently being annexed to be SF-3, Single-Family Dwelling District, in part; and LR, Local Retail District, in part.

The applicant is requesting for the initial zoning of the land to be annexed to be LR, Local Retail District for Tracts 1 and 2 (refer to Exhibit A) and SF-3, Single-Family Dwelling District for Tract 3 (refer to Exhibit A), to develop a new residential subdivision.

The site is currently in the process of being annexed into City Limits as well as in the process of being platted.

This case has been circulated to and reviewed by all pertinent City departments for internal review and has received no objections. Their comments are as follows.

Engineering: (Approved)

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Fire: (Approved)

No objections.

Code Administration: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Oil and Gas: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

Planning:

The Future Land Use Map in Tall City Tomorrow Comprehensive Plan calls for Urban-Medium uses in this location, encompassing a mix of housing types, neighborhood and community commercial, office and service uses.

This request was recommended for approval at the June 21, 2021 Planning and Zoning Commission meeting.

Staff recommends approval of this initial zoning of SF-3, Single-Family Dwelling District, in part; and LR, Local Retail District, in part, subject to condition A.

Conditions:

A. That the use and development of the tracts identified in Exhibit “A” as Tracts 1 and 2 shall conform to the regulations of the LR, Local Retail District.

B. That the use and development of the tract identified in Exhibit “A” as Tract 3 shall conform to the regulations of the SF-3, Single-Family Dwelling District.

Letters of Objection:

As of July 7, 2021, staff has received two letters of objection to this request.

Attachments:

Survey (Exhibit A)
Petition
Service Agreement
Application
Maps
Letters of Objection

Robert Patrick

City Manager’s Office

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATIONS OF THE AREA INDICATED AS BEING A 131.190-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN LR, LOCAL RETAIL DISTRICT, IN PART, AND AN SF-3, SINGLE-FAMILY DWELLING DISTRICT, IN PART; SAID TRACT BEING GENERALLY LOCATED ON THE WEST SIDE OF STATE HIGHWAY 158, APPROXIMATELY 1,001 FEET NORTH OF STATE HIGHWAY 191; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, notice has been given to all parties in interest and citizens by publication in the official newspaper and otherwise of public hearings to be held before the City Council on July 13, 2021, and on August 24, 2021 (collectively, the "Hearing Dates"), to consider an amendment to the Zoning District Map of the City of Midland, Texas, so as to establish the initial zoning classifications of the property described in Section One hereof as an LR, Local Retail District, in part, and an SF-3, Single-Family Dwelling District, in part, as set out in Title XI, Chapter 1 of the City Code of Midland, Texas; and

WHEREAS, such public hearings were held in the Council Chambers on the Hearing Dates, as advertised; and

WHEREAS, after full hearings, at which all parties in interest and citizens were given an opportunity to be heard; and after considering among other things, the character of the property involved and the surrounding area and its peculiar suitability for particular uses; and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout such municipality, the Council finds it to be in the best interest of the health, safety, morals and general welfare of the City of Midland to amend the Zoning District Map accordingly;

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

SECTION ONE. That the initial zoning classifications of the area indicated on Exhibit "A", attached hereto and incorporated herein by reference, are hereby established as follows:

A. The zoning classification of the tracts identified in Exhibit "A" as Tract 1 and Tract 2 is established as an LR, Local Retail District.

B. The zoning classification of the tract identified in Exhibit "A" as Tract 3 is established as an SF-3, Single-Family Dwelling District.

The Zoning District Map of the City of Midland, Texas, is hereby amended to reflect the establishment of these initial zoning classifications.

SECTION TWO. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION THREE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FOUR. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION FIVE. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on

first reading, the ___day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the ___ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

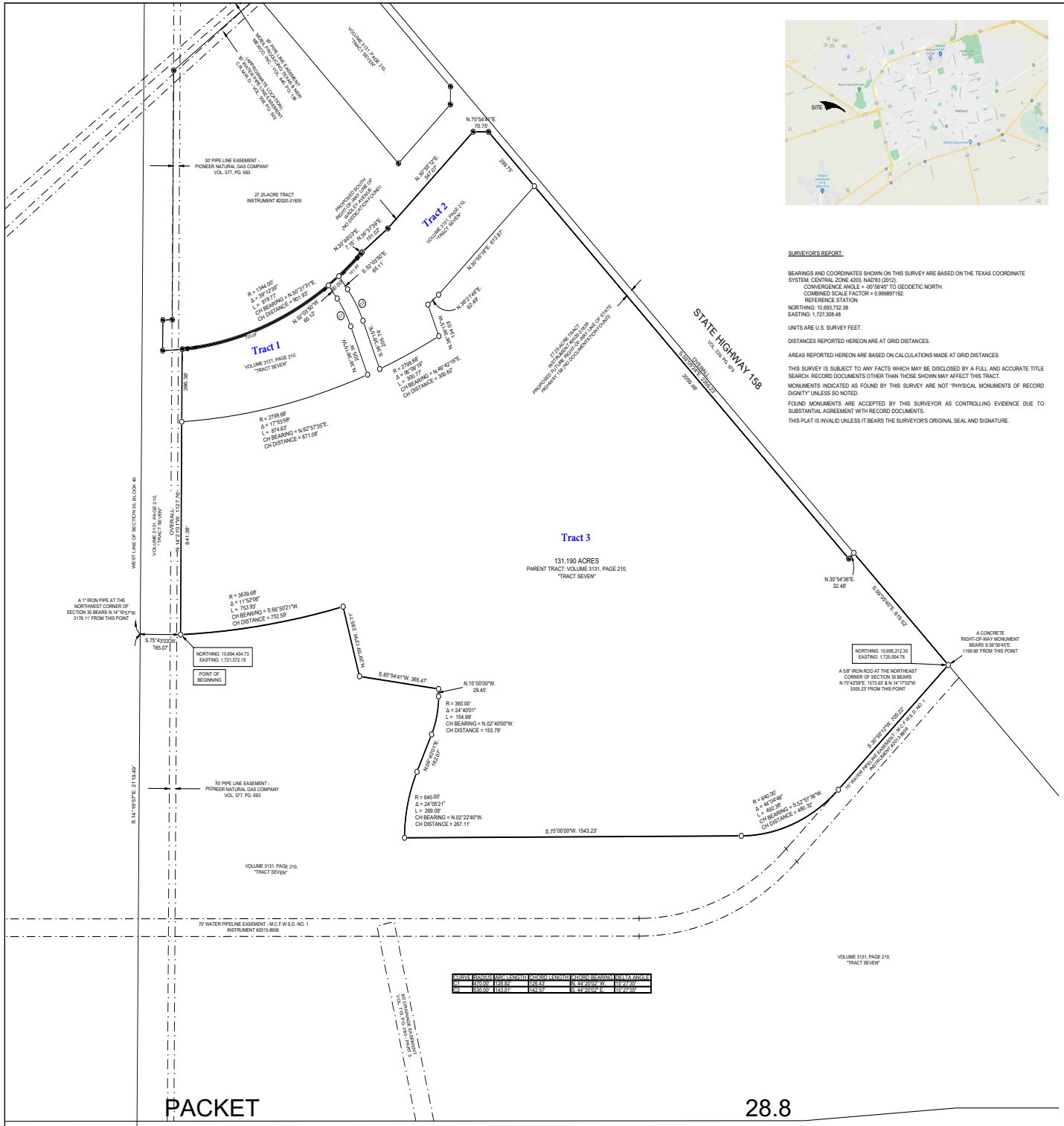
_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	470.00'	126.82'	126.43'	S. 44°29'05" W.	15°27'35"
C2	530.00'	143.01'	142.57'	S. 44°29'05" E.	15°27'35"

A PERIMETER SURVEY OF A 131.190-ACRE TRACT IN SECTION 35, BLOCK 40, T-1-S, T. & P. RAILROAD SURVEY,

MIDLAND COUNTY, TEXAS

PARENT TRACT: A 982.1540-ACRE TRACT OF LAND DESCRIBED AS "TRACT SEVEN" IN A WARRANTY DEED RECORDED IN VOLUME 3131, PAGE 210 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS

NORTH

SCALE: 1" = 200'

● = FOUND 5/8" IRON ROD WITH A PLASTIC CAP "KHA"
○ = SET 1/2" IRON ROD WITH CAP "PSC RPLS 6453"

0 200' 400' 600' 800' 1000'

SURVEYOR'S REPORT:

BEARINGS AND COORDINATES SHOWN ON THIS SURVEY ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83 (2012).
CONVERGENCE ANGLE = -00°56'45" TO GEODETIC NORTH.
COMBINED SCALE FACTOR = 0.999897192.
REFERENCE STATION:
NORTHING: 10,693,732.38
EASTING: 1,727,308.48

UNITS ARE U.S. SURVEY FEET.

DISTANCES REPORTED HEREON ARE AT GRID DISTANCES.

AREAS REPORTED HEREON ARE BASED ON CALCULATIONS MADE AT GRID DISTANCES.

THIS SURVEY IS SUBJECT TO ANY FACTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH. RECORD DOCUMENTS OTHER THAN THOSE SHOWN MAY AFFECT THIS TRACT.

MONUMENTS INDICATED AS FOUND BY THIS SURVEY ARE NOT "PHYSICAL MONUMENTS OF RECORD DIGNITY" UNLESS SO NOTED.

FOUND MONUMENTS ARE ACCEPTED BY THIS SURVEYOR AS CONTROLLING EVIDENCE DUE TO SUBSTANTIAL AGREEMENT WITH RECORD DOCUMENTS.

THIS PLAT IS INVALID UNLESS IT BEARS THE SURVEYOR'S ORIGINAL SEAL AND SIGNATURE.

LEGAL DESCRIPTION:

A 131.190-ACRE TRACT OF LAND IN SECTION 35, BLOCK 40, T-1-S, T. & P. RAILROAD SURVEY, ABSTRACT NUMBER 378, MIDLAND COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 982.154-ACRE TRACT OF LAND CONVEYED TO CUMBERLAND AND WESTERN RESOURCES, LLC, DESCRIBED AS "TRACT SEVEN" IN A WARRANTY DEED RECORDED IN VOLUME 3131, PAGE 210 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS, SAID 131.190-ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

(1) THENCE NORTH 14 DEGREES 21 MINUTES 01 SECONDS WEST A DISTANCE OF 1127.76 FEET TO A POINT IN A CURVE IN THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF WADLEY AVENUE, IN THE SOUTH LINE OF A 27.25-ACRE TRACT OF LAND CONVEYED TO CWS ROYALE, SW, L.P., DESCRIBED IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN INSTRUMENT 2020-31839 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS, FOR THE NORTHWEST CORNER OF THIS TRACT, WHENCE A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT THE SOUTHWEST CORNER OF SAID 27.25-ACRE TRACT BEARS SOUTH 72 DEGREES 02 MINUTES 05 SECONDS WEST A CHORD DISTANCE OF 89.32 FEET;

(2) THENCE NORTHEASTERLY, ALONG THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF SAID WADLEY AVENUE AND THE SOUTH LINE OF SAID 27.25-ACRE TRACT, AND A CURVE TO THE LEFT, AN ARC DISTANCE OF 919.77 FEET, SAID CURVE HAVING A RADIUS OF 1344.00 FEET, A DELTA ANGLE OF 39 DEGREES 12 MINUTES 39 SECONDS, A CHORD BEARING OF NORTH 50 DEGREES 31 MINUTES 31 SECONDS EAST, AND A CHORD DISTANCE OF 901.93 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(3) THENCE NORTH 30 DEGREES 46 MINUTES 03 SECONDS EAST, ALONG THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF SAID WADLEY AVENUE AND THE SOUTH LINE OF SAID 27.25-ACRE TRACT, A DISTANCE OF 7.15 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(4) THENCE NORTH 36 DEGREES 37 MINUTES 39 SECONDS EAST, ALONG THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF SAID WADLEY AVENUE AND THE SOUTH LINE OF SAID 27.25-ACRE TRACT, A DISTANCE OF 151.02 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(5) THENCE NORTH 30 DEGREES 55 MINUTES 12 SECONDS EAST, ALONG THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF SAID WADLEY AVENUE AND THE SOUTH LINE OF SAID 27.25-ACRE TRACT, A DISTANCE OF 547.07 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(6) THENCE NORTH 75 DEGREES 54 MINUTES 41 SECONDS EAST, ALONG THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF SAID WADLEY AVENUE AND THE SOUTH LINE OF SAID 27.25-ACRE TRACT, A DISTANCE OF 70.75 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION IN THE PROPOSED OUTHWEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 158 AND THE SOUTHWEST LINE OF SAID 27.25-ACRE TRACT, FOR THE NORTHEAST CORNER OF THIS TRACT;

(7) THENCE SOUTH 59 DEGREES 05 MINUTES 24 SECONDS EAST, ALONG THE PROPOSED SOUTHWEST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 158 AND THE SOUTHWEST LINE OF SAID 27.25-ACRE TRACT, A DISTANCE OF 2359.23 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(8) THENCE NORTH 30 DEGREES 54 MINUTES 36 SECONDS EAST A DISTANCE OF 32.48 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET IN THE EXISTING SOUTHWEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 158, DESCRIBED IN A DEED RECORDED IN VOLUME 329, PAGE 679 OF THE DEED RECORDS OF MIDLAND COUNTY, TEXAS, AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(9) THENCE SOUTH 59 DEGREES 05 MINUTES 45 SECONDS EAST, ALONG THE EXISTING SOUTHWEST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 158, A DISTANCE OF 619.52 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET IN THE NORTHWEST LINE OF A 70-FOOT WIDE WATER PIPELINE EASEMENT CONVEYED TO THE MIDLAND COUNTY FRESH WATER SUPPLY DISTRICT NO. 1, RECORDED IN INSTRUMENT 2013-8956 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF THIS TRACT, SAID POINT HAVING COORDINATES OF NORTHING: 10,695,212.35 AND EASTING: 1,725,004.78, TEXAS COORDINATE SYSTEM, CENTRAL ZONE 4203, NORTH AMERICAN DATUM OF 1983, WHENCE A CONCRETE RIGHT-OF-WAY MONUMENT FOUND IN THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 158 BEARS SOUTH 59 DEGREES 05 MINUTES 45 SECONDS EAST A DISTANCE OF 1199.56 FEET AND A 5/8-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID SECTION 35 BEARS NORTH 75 DEGREES 42 MINUTES 58 SECONDS EAST A DISTANCE OF 1573.63 FEET AND NORTH 14 DEGREES 17 MINUTES 02 SECONDS WEST A DISTANCE OF 3305.23 FEET;

(10) THENCE SOUTH 30 DEGREES 55 MINUTES 12 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID 70-FOOT WIDE WATER PIPELINE EASEMENT, A DISTANCE OF 705.22 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF CURVATURE FOR A CORNER OF THIS TRACT;

(11) THENCE SOUTHWESTERLY, ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 492.38 FEET, SAID CURVE HAVING A RADIUS OF 640.00 FEET, A DELTA ANGLE OF 44 DEGREES 04 MINUTES 48 SECONDS, A CHORD BEARING OF SOUTH 52 DEGREES 57 MINUTES 36 SECONDS WEST, AND A CHORD DISTANCE OF 480.32 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF TANGENCY FOR A CORNER OF THIS TRACT;

(12) THENCE SOUTH 75 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 1543.23 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF INTERSECTION FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THIS TRACT;

(13) THENCE NORTHWESTERLY, ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 269.08 FEET, SAID CURVE HAVING A RADIUS OF 640.00 FEET, A DELTA ANGLE OF 24 DEGREES 05 MINUTES 21 SECONDS, A CHORD BEARING OF NORTH 02 DEGREES 22 MINUTES 40 SECONDS WEST, AND A CHORD DISTANCE OF 267.11 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF TANGENCY FOR A CORNER OF THIS TRACT;

(14) THENCE NORTH 09 DEGREES 40 MINUTES 01 SECONDS EAST A DISTANCE OF 162.07 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF CURVATURE FOR A CORNER OF THIS TRACT;

(15) THENCE NORTHWESTERLY, ALONG A CURVE TO THE LEFT, AN ARC DISTANCE OF 154.99 FEET, SAID CURVE HAVING A RADIUS OF 360.00 FEET, A DELTA ANGLE OF 24 DEGREES 40 MINUTES 01 SECONDS, A CHORD BEARING OF NORTH 02 DEGREES 40 MINUTES 00 SECONDS WEST, AND A CHORD DISTANCE OF 153.79 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF TANGENCY FOR A CORNER OF THIS TRACT;

(16) THENCE NORTH 15 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 29.45 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF INTERSECTION FOR AN ELL CORNER OF THIS TRACT;

(17) THENCE SOUTH 83 DEGREES 04 MINUTES 41 SECONDS WEST A DISTANCE OF 365.47 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(18) THENCE NORTH 29 DEGREES 59 MINUTES 13 SECONDS WEST A DISTANCE OF 285.71 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF INTERSECTION FOR AN ELL CORNER OF THIS TRACT;

(19) THENCE SOUTHWESTERLY, ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 753.93 FEET, SAID CURVE HAVING A RADIUS OF 3639.68 FEET, A DELTA ANGLE OF 11 DEGREES 52 MINUTES 06 SECONDS, A CHORD BEARING OF SOUTH 66 DEGREES 50 MINUTES 21 SECONDS WEST, AND A CHORD DISTANCE OF 752.59 FEET TO THE POINT OF BEGINNING. BEARINGS AND COORDINATES CALLED IN THIS DESCRIPTION ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE 4203, NORTH AMERICAN DATUM OF 1983. CONVERGENCE TO GEODETIC NORTH IS -00 DEGREES 56 MINUTES 45 SECONDS AT A CITY OF MIDLAND MONUMENT WITH COORDINATE VALUES OF NORTHING: 10,693,732.38 AND EASTING: 1,727,308.48, U.S. SURVEY FEET. DISTANCES CALLED IN THIS DESCRIPTION ARE GRID DISTANCES. AREAS REPORTED IN THIS DESCRIPTION ARE BASED ON CALCULATIONS MADE WITH GRID DISTANCES.

THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THE INFORMATION HEREON REPRESENTS THE FINDINGS OF THIS SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SURVEYED: FEBRUARY 05, 2021

SAMUEL WYATT
R.P.L.S. 6453

September 14, 2021

Parkhill
Parkhill.com
TBPELS FIRM REGISTRATION NO. 10194091

MIDLAND
Planning Division

Annexation/Initial Zoning Application

Project Number: A-21-0026

Case Number: Z-21-0228

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: D.R. Horton, Inc		Phone ( ) Email	
Address 6751 North Freeway	City Fort Worth	State Texas	Zip 76131

Property Owner Printed Name: Cumberland & Western Resources LLC		Phone ( ) Email	
Address 2200 Lapsley Lane	City Bowling Green	State KY	Zip 42103

Representative *(if different from Applicant or Property Owner)* Firm: Parkhill Printed Name: Josh Wallender (Proj # 4534.21)		Phone (432) 697-1447 Email jwallender @parkhill.com	
Address 1700 W Wall Street	City Midland	State Texas	Zip 79701

Street Address: See Attached metes and bounds

Legal Description
Lot: Block: Subdivision:

Current Zoning: N/A

Proposed Zone: SF-3 & LR
(List by tracts if more than one district is requested)

Reason for Annexation/Zone Change Request: New Residential Subdivision

Present Use of Property: Vacant

Proposed Use of Property: Residential

How would this annexation/zone change affect the public health, safety and welfare? It will provide additional housing and development of the community.

Describe how this annexation/zone change will affect adjacent properties: It will improve access and utilization of the surrounding properties

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date:
Applicant (printed):	
Property Owner (signature):	Date: 5/10/21
Property Owner (printed) : GREG BETTERTON	

The Annexation/Initial Zoning shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Josh Wallender who, being by me duly sworn, upon oath says: That (s)he is authorized by Cumberland + Western, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 14 day of May, 2021, to certify which witness my hand and seal of office.

SHERI MULLINS
My Notary ID # 8145198
Expires October 10, 2022

Sheri Mullins

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☐ Property Owner Authorization	☐ Metes and Bounds (Sealed by Surveyor)
☐ Application Fee	☐ Files in Digital Format (PDF/JPEG)
Check #_____	☐ Petition
Received By:	Date:

****Application will not be considered for scheduling until reviewed by a planner.****

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) "A" (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, Cumberland & Western Resources, LLC ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Signature of Owner or Owner's Authorized Representative

Greg Bettison

Printed Name

Manager

Title

THE STATE OF Florida §
§
COUNTY OF Sarasota §

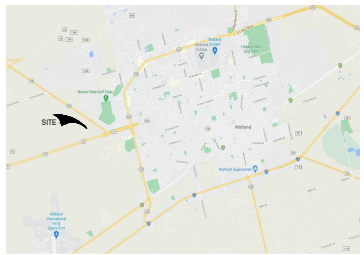
This instrument was acknowledged before me on the 10 day of May, 2021, by Greg Bettison in the capacity herein stated.

MY COMMISSION EXPIRES

Notary Public, State of FL

NOTARY PUBLIC STATE OF FLORIDA

ELISE J. DURANCEAU
Commission # HH 082709
Expires March 8, 2025
Bonded Thru Budget Notary Services



A PERIMETER SURVEY OF A 131.190-ACRE TRACT IN SECTION 35, BLOCK 40, T-1-S, T. & P. RAILROAD SURVEY,

MIDLAND COUNTY, TEXAS

PARENT TRACT: A 982.1540-ACRE TRACT OF LAND DESCRIBED AS "TRACT SEVEN" IN A WARRANTY DEED RECORDED IN VOLUME 3131, PAGE 210 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS

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(15) THENCE NORTHWESTERLY, ALONG A CURVE TO THE LEFT, AN ARC DISTANCE OF 154.99 FEET, SAID CURVE HAVING A RADIUS OF 360.00 FEET, A DELTA ANGLE OF 24 DEGREES 40 MINUTES 01 SECONDS, A CHORD BEARING OF NORTH 02 DEGREES 40 MINUTES 00 SECONDS WEST, AND A CHORD DISTANCE OF 153.79 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF TANGENCY FOR A CORNER OF THIS TRACT;

(16) THENCE NORTH 15 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 29.45 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF INTERSECTION FOR AN ELL CORNER OF THIS TRACT;

(17) THENCE SOUTH 83 DEGREES 04 MINUTES 41 SECONDS WEST A DISTANCE OF 365.47 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(18) THENCE NORTH 29 DEGREES 59 MINUTES 13 SECONDS WEST A DISTANCE OF 285.71 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF INTERSECTION FOR AN ELL CORNER OF THIS TRACT;

(19) THENCE SOUTHWESTERLY, ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 753.93 FEET, SAID CURVE HAVING A RADIUS OF 3639.68 FEET, A DELTA ANGLE OF 11 DEGREES 52 MINUTES 06 SECONDS, A CHORD BEARING OF SOUTH 66 DEGREES 50 MINUTES 21 SECONDS WEST, AND A CHORD DISTANCE OF 752.59 FEET TO THE POINT OF BEGINNING. BEARINGS AND COORDINATES CALLED IN THIS DESCRIPTION ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE 4203, NORTH AMERICAN DATUM OF 1983. CONVERGENCE TO GEODETIC NORTH IS -00 DEGREES 56 MINUTES 45 SECONDS AT A CITY OF MIDLAND MONUMENT WITH COORDINATE VALUES OF NORTHING: 10,693,732.38 AND EASTING: 1,727,308.48, U.S. SURVEY FEET. DISTANCES CALLED IN THIS DESCRIPTION ARE GRID DISTANCES. AREAS REPORTED IN THIS DESCRIPTION ARE BASED ON CALCULATIONS MADE WITH GRID DISTANCES.

SURVEYOR'S REPORT:

BEARINGS AND COORDINATES SHOWN ON THIS SURVEY ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83 (2012).
CONVERGENCE ANGLE = -00°56'45" TO GEODETIC NORTH.
COMBINED SCALE FACTOR = 0.999897192.
REFERENCE STATION:
NORTHING: 10,693,732.38
EASTING: 1,727,308.48

UNITS ARE U.S. SURVEY FEET.

DISTANCES REPORTED HEREON ARE AT GRID DISTANCES.

AREAS REPORTED HEREON ARE BASED ON CALCULATIONS MADE AT GRID DISTANCES.

THIS SURVEY IS SUBJECT TO ANY FACTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH. RECORD DOCUMENTS OTHER THAN THOSE SHOWN MAY AFFECT THIS TRACT.

MONUMENTS INDICATED AS FOUND BY THIS SURVEY ARE NOT "PHYSICAL MONUMENTS OF RECORD DIGNITY" UNLESS SO NOTED.

FOUND MONUMENTS ARE ACCEPTED BY THIS SURVEYOR AS CONTROLLING EVIDENCE DUE TO SUBSTANTIAL AGREEMENT WITH RECORD DOCUMENTS.

THIS PLAT IS INVALID UNLESS IT BEARS THE SURVEYOR'S ORIGINAL SEAL AND SIGNATURE.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	470.00'	126.82'	126.43'	S 44°29'05" W	15°27'35"
C2	530.00'	143.01'	142.57'	S 44°29'05" E	15°27'35"

131.190 ACRES
PARENT TRACT: VOLUME 3131, PAGE 210, "TRACT SEVEN"

STATE HIGHWAY 158
VOL. 329, PG. 679

STATE HIGHWAY 191
VOL. 715, PG. 287

27.25-ACRE TRACT
INSTRUMENT #2020-31839

PROPOSED SOUTH RIGHT-OF-WAY LINE OF WADLEY AVENUE (NO DESIGN POINTS GIVEN)

PROPOSED SOUTHWEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 158 (NO DOCUMENTATION GIVEN)

30' PIPE LINE EASEMENT - PIONEER NATURAL GAS COMPANY VOL. 577, PG. 693

30' PIPE LINE EASEMENT - MIDLAND TO ODESSA NGPL VOL. 340, PG. 198 (APPROXIMATE LOCATION) 30' PIPELINE EASEMENT - CHEVRON PIPE LINE CO. VOL. 309, PG. 502

70' WATER PIPELINE EASEMENT - M.C.F.W.S.D. NO. 1 INSTRUMENT #2013-8956

VOLUME 3131, PAGE 210, "TRACT SEVEN"

A 1" IRON PIPE AT THE NORTHWEST CORNER OF SECTION 35 BEARS N.14°16'57"W. 3176.11' FROM THIS POINT

NORTHING: 10,694,434.73
EASTING: 1,721,572.19

POINT OF BEGINNING

A CONCRETE RIGHT-OF-WAY MONUMENT BEARS S.59°05'45"E. 1199.56' FROM THIS POINT

NORTHING: 10,695,212.35
EASTING: 1,725,004.78

A 5/8" IRON ROD AT THE NORTHEAST CORNER OF SECTION 35 BEARS N.75°42'58"E. 1573.63' & N.14°17'02"W. 3305.23' FROM THIS POINT

PREVIOUS LOCATION OF A 1/2" IRON ROD IN A ROCK MOUND

SOUTHWEST CORNER OF SECTION 35, BLOCK 40, T-1-S

THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THE INFORMATION HEREON REPRESENTS THE FINDINGS OF THIS SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SURVEYED: FEBRUARY 05, 2021

SAMUEL WYATT
R.P.L.S. 6453

September 14, 2021

Parkhill
Parkhill.com
TBPELS FIRM REGISTRATION NO. 10194091

PACKET 28.12

Parkhill

A 131.190-ACRE TRACT OF LAND IN SECTION 35, BLOCK 40, T-1-S, T. & P. RR. SURVEY, ABSTRACT NO. 378, MIDLAND COUNTY, TEXAS

A 131.190-acre tract of land in Section 35, Block 40, T-1-S, T. & P. Railroad Survey, Abstract Number 378, Midland County, Texas, being a portion of that certain 982.154-acre tract of land conveyed to Cumberland and Western Resources, LLC, described as "Tract Seven" in a warranty deed recorded in Volume 3131, Page 210 of the Official Public Records of Midland County, Texas, said 131.190-acre tract being further described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set for the most westerly southwest corner of this tract, said beginning point having coordinates of NORTHING: 10,694,434.73 and EASTING: 1,721,572.19, Texas Coordinate System, Central Zone 4203, North American Datum of 1983, whence a 1-inch iron pipe found at the northwest corner of said Section 35 bears *South 75 degrees 43 minutes 03 seconds West* a distance of 185.07 feet and *North 14 degrees 16 minutes 57 seconds West* a distance of 3176.11 feet and the previous location of a 1/2-inch iron rod in a rock mound at the southwest corner of said Section 35 bears *South 75 degrees 43 minutes 03 seconds West* a distance of 185.07 feet and *South 14 degrees 16 minutes 57 seconds East* a distance of 2119.49 feet;

(1) THENCE *North 14 degrees 21 minutes 01 seconds West* a distance of 1127.76 feet to a point in a curve in the proposed southeast right-of-way line of Wadley Avenue, in the south line of a 27.25-acre tract of land conveyed to CWS Royale, SW, L.P., described in a special warranty deed with vendor's lien recorded in Instrument 2020-31839 of the Official Public Records of Midland County, Texas, for the northwest corner of this tract, whence a 5/8-inch iron rod with a plastic cap marked "KHA" found at the southwest corner of said 27.25-acre tract bears *South 72 degrees 02 minutes 05 seconds West* a chord distance of 89.32 feet;

(2) THENCE northeasterly, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, and a curve to the left, an arc distance of 919.77 feet, said curve having a radius of 1344.00 feet, a delta angle of *39 degrees 12 minutes 39 seconds*, a chord bearing of *North 50 degrees 31 minutes 31 seconds East*, and a chord distance of 901.93 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(3) THENCE *North 30 degrees 46 minutes 03 seconds East*, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, a distance of 7.15 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(4) THENCE *North 36 degrees 37 minutes 39 seconds East*, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, a distance of 151.02 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(5) THENCE *North 30 degrees 55 minutes 12 seconds East*, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, a distance of 547.07 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(6) THENCE *North 75 degrees 54 minutes 41 seconds East*, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, a distance of 70.75 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection in the proposed southwest right-of-way line of State Highway 158 and the southwest line of said 27.25-acre tract, for the northeast corner of this tract;

(7) THENCE *South 59 degrees 05 minutes 24 seconds East*, along the proposed southwest right-of-way line of said State Highway 158 and the southwest line of said 27.25-acre tract, a distance of 2359.23 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(8) THENCE *North 30 degrees 54 minutes 36 seconds East* a distance of 32.48 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set in the existing southwest right-of-way line of State Highway 158, described in a deed recorded in Volume 329, Page 679 of the Deed Records of Midland County, Texas, at a point of intersection for a corner of this tract;

(9) THENCE *South 59 degrees 05 minutes 45 seconds East*, along the existing southwest right-of-way line of said State Highway 158, a distance of 619.52 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set in the northwest line of a 70-foot wide water pipeline easement conveyed to the Midland County Fresh Water Supply District No. 1, recorded in Instrument 2013-8956 of the Official Public Records of Midland County, Texas, for the southeast corner of this tract, said point having coordinates of NORTHING: 10,695,212.35 and EASTING: 1,725,004.78, Texas Coordinate System, Central Zone 4203, North American Datum of 1983, whence a concrete right-of-way monument found in the southwest right-of-way line of said State Highway 158 bears *South 59 degrees 05 minutes 45 seconds East* a distance of 1199.56 feet and a 5/8-inch iron rod found at the northeast corner of said Section 35 bears *North 75 degrees 42 minutes 58 seconds East* a distance of 1573.63 feet and *North 14 degrees 17 minutes 02 seconds West* a distance of 3305.23 feet;

(10) THENCE *South 30 degrees 55 minutes 12 seconds West*, along the northwest line of said 70-foot wide water pipeline easement, a distance of 705.22 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of curvature for a corner of this tract;

(11) THENCE southwesterly, along a curve to the right, an arc distance of 492.38 feet, said curve having a radius of 640.00 feet, a delta angle of *44 degrees 04 minutes 48 seconds*, a chord bearing of *South 52 degrees 57 minutes 36 seconds West*, and a chord distance of 480.32 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of tangency for a corner of this tract;

(12) THENCE *South 75 degrees 00 minutes 00 seconds West* a distance of 1543.23 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of intersection for the most southerly southwest corner of this tract;

(13) THENCE northwesterly, along a curve to the right, an arc distance of 269.08 feet, said curve having a radius of 640.00 feet, a delta angle of *24 degrees 05 minutes 21 seconds*, a chord bearing of *North 02 degrees 22 minutes 40 seconds West*, and a chord distance of 267.11 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of tangency for a corner of this tract;

(14) THENCE *North 09 degrees 40 minutes 01 seconds East* a distance of 162.07 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of curvature for a corner of this tract;

(15) THENCE northwesterly, along a curve to the left, an arc distance of 154.99 feet, said curve having a radius of 360.00 feet, a delta angle of *24 degrees 40 minutes 01 seconds*, a chord bearing of *North 02 degrees 40 minutes 00 seconds West*, and a chord distance of 153.79 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of tangency for a corner of this tract;

(16) THENCE *North 15 degrees 00 minutes 00 seconds West*, a distance of 29.45 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of intersection for an ell corner of this tract;

(17) THENCE *South 83 degrees 04 minutes 41 seconds West* a distance of 365.47 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of intersection for a corner of this tract;

(18) THENCE *North 29 degrees 59 minutes 13 seconds West* a distance of 285.71 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of intersection for an ell corner of this tract;

(19) THENCE southwesterly, along a curve to the right, an arc distance of 753.93 feet, said curve having a radius of 3639.68 feet, a delta angle of *11 degrees 52 minutes 06 seconds*, a chord bearing of *South 66 degrees 50 minutes 21 seconds West*, and a chord distance of 752.59 feet to the **POINT OF BEGINNING**. Bearings and coordinates called in this description are based on the Texas Coordinate System, Central Zone 4203, North American Datum of 1983. Convergence to geodetic north is *-00 degrees 56 minutes 45 seconds* at a City of Midland Monument with coordinate values of NORTHING: 10,693,732.38 and EASTING: 1,727,308.48, U.S. Survey Feet. Distances called in this description are grid distances. Areas reported in this description are based on calculations made with grid distances.

SERVICE AGREEMENT

THIS AGREEMENT is made and effective the 10th day of June 2021, by and between the CITY OF MIDLAND, TEXAS, hereinafter called "CITY," and CUMBERLAND & WESTERN RESOURCES, LLC, hereinafter referred to as "PETITIONER" whether one or more. **WHEREAS,** a petition for annexation of a **131.190-acres tract of land, located in Section 35, Block 40, T-1-S, T&P Railroad Company Survey, Midland County, Texas**, said tract being more fully described by metes and bounds therein (the "Area"), has been submitted to CITY by PETITIONER, the owner(s) of the land located in the Area, a copy of which is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, before CITY annexes the Area, CITY and PETITIONER must enter into a written agreement for the provision of services in the Area in accordance with Section 43.0672 of the Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is (1) to list each service CITY will provide in the Area on the effective date of the annexation, (2) to establish a schedule that includes the period within which CITY will provide each service in the Area that is not provided on the effective date of the annexation, and (3) to establish the duty of PETITIONER to pay fees similar to impact fees in the event that CITY has adopted, or adopts in the future, one or more ordinances establishing impact fees. PETITIONER understands and agrees that CITY is not required to provide a service that is not included in this Agreement. PETITIONER further understands and agrees that the execution of this Agreement does not constitute a promise by CITY to annex the Area and that this Agreement is not a permit for purposes of Chapter 245 of the Local Government Code.

ARTICLE II. TERM

The term of this Agreement shall be one year; provided, however, that if CITY annexes the Area within one year from the effective date, the term of this Agreement shall continue until such time when all services described in this Agreement are provided in the Area, and at such time, the Agreement shall terminate and shall be of no further force or effect except for those provisions that expressly survive termination. If CITY does not annex the Area during the term of this Agreement, this Agreement shall terminate and shall be of no further force or effect, and CITY shall have no duty to provide services to the Area.

ARTICLE III. SERVICES TO BE PROVIDED UPON ANNEXATION

CITY will provide the following services in the Area on the date that the ordinance annexing the Area becomes effective:

A. **Engineering:** CITY's Engineering Services Department will maintain streets, drainage facilities, and rights-of-way in accordance with CITY policies, procedures, and ordinances and applicable laws. PETITIONER understands and agrees that PETITIONER may be required to construct public improvements, including but not limited to (i) roadways adjacent to property located in the Area upon platting and (ii) roadway connections to existing facilities in the Area upon issuance of building permits in accordance with applicable laws and ordinances. PETITIONER understands and agrees that the Area will be included in CITY's service area of CITY's drainage utility.

B. **Utilities:** CITY will provide water services and wastewater collection services, upon platting property in the Area, in accordance with the City Code at rates established by ordinances for such services; provided, however, that no such service shall be provided until the public improvements necessary therefor have been constructed and CITY has approved said improvements. PETITIONER understands and agrees that CITY may require PETITIONER to construct such public improvements in accordance with applicable laws and ordinances.

C. **Development:** CITY's Development Services Department will provide planning, land development, land use, building review and inspection, and code enforcement services in accordance with applicable laws, rules, regulations, and ordinances.

D. **Police:** CITY's Police Department will provide emergency and routine call response, traffic enforcement, and law enforcement services in the Area.

E. **Fire:** CITY's Fire Department will provide emergency service for fire protection services and emergency medical services.

F. **Community Services:** CITY's Community Services Department will provide access to services and programs that may be offered by the Health and Senior Services Division, services and programs that may be offered by Animal Services Division, and access to City-owned parks.

G. **Solid Waste:** CITY's Solid Waste Department will provide residential garbage pickup service only. PETITIONER understands and agrees that CITY will not provide garbage pickup services to new commercial developments.

Regarding the services described above, PETITIONER understands and agrees that CITY will provide a level of services that is comparable to the level of services available in other parts of the City of Midland with topography, land use, and population density similar to those reasonably contemplated or projected for the Area. PETITIONER understands and acknowledges that any CITY departments or divisions identified above may change names or be reorganized. Any reference to a specific CITY department or division also includes any subsequent CITY department or division that will provide the same or similar services.

ARTICLE IV. IMPACT FEES

A. **Fees to be assessed and collected.** Except as otherwise described herein, if CITY has adopted, or adopts in the future, one or more ordinances establishing impact fees in accordance with Chapter 395 of the Local Government Code, CITY shall assess and collect fees associated with the development of the Area as described for impact fees in the applicable impact fee ordinance(s) (the "Fees").

B. **Service areas.** For purposes of assessing and collecting Fees for water and wastewater under this Agreement, the Area is deemed to be located within CITY's capital improvements plan service area therefor. For the purpose of assessing and collecting Fees for roadways under this Agreement, the Area is deemed to be located in CITY's capital improvements plan roadway service area(s) immediately adjacent thereto; provided, however, that if the Area is not located immediately adjacent to a roadway service area and is located immediately adjacent to a tract of land that is associated with an agreement regarding fees similar to the Fees in this Agreement, the Area is deemed to be located in the roadway service area(s) specified in such similar agreement associated with the adjacent tract of land.

C. **Capital improvements and facility expansions.** For purposes of this Agreement, a capital improvement or facility expansion that will serve the Area shall be deemed to be included in CITY's capital improvements plan if:

   a. said capital improvement or facility expansion is substantially similar to a type of capital improvement or facility expansion identified in CITY's capital improvements plan; or

   b. said capital improvement or facility expansion is an extension of a capital improvement or facility expansion identified in CITY's capital improvements plan.

D. **Time of assessment.** Fees shall be assessed at the time of recordation of a final plat of any portion of the Area, at the time the Area is annexed, or on the effective date(s) of the applicable impact fee ordinance(s), whichever is later.

E. **Time of collection.** CITY shall collect the Fees from PETITIONER at the time of issuance of a building permit. PETITIONER acknowledges and agrees that no building permit or certificate of occupancy shall be issued until PETITIONER has paid the applicable Fees.

F. **Amendment to land use assumptions, capital improvements plan, or impact fees.** Notwithstanding any provision in this Agreement to the contrary, if CITY amends its land use assumptions, capital improvements plan, or impact fees such that PETITIONER would be required to pay impact fees, CITY shall assess and PETITIONER shall pay the applicable impact fees in accordance with the applicable impact fee ordinance(s), as amended; provided, however, that to the extent CITY assesses applicable Fees for service units under this Agreement, PETITIONER shall pay such Fees in accordance with this Agreement and shall not be required to pay the applicable impact fees for the same service units.

G. **Article to survive termination.** If CITY annexes the Area within one year from the

effective date, the provisions of this Article shall survive termination of this Agreement.

ARTICLE V. GOVERNMENTAL IMMUNITY

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE VI. RELEASE

NOTWITHSTANDING ANY OTHER PROVISIONS, PETITIONER HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH PETITIONER HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, CITY'S NEGLIGENCE, OR CLAIMS UNDER CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE VII. ATTORNEYS' FEES

In the event of any conflict between the parties hereto such that either party brings or commences any legal action or proceeding related to this Agreement, including but not limited to any action pursuant to the provisions of the Texas Uniform Declaratory Judgments Act (Tex. Civ. Prac. & Rem. Code §37.001, et seq., as amended), the parties hereto agree to waive any and all rights to recovery of attorneys' fees to which the prevailing party might otherwise be entitled.

BY EXECUTING THIS AGREEMENT, THE PARTIES AGREE TO WAIVE AND DO HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM EITHER PARTY HAS OR MAY HAVE IN THE FUTURE AGAINST THE OTHER PARTY, SPECIFICALLY AND SOLELY REGARDING THE AWARD OF ATTORNEYS' FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. THE PARTIES SPECIFICALLY AGREE THAT IF A PARTY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING

RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE PARTY BRINGING THE ACTION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEYS' FEES TO WHICH THE PARTY MIGHT OTHERWISE BE ENTITLED.

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

THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT. PETITIONER AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE VIII. GENERAL PROVISIONS

A. **Governing law and venue.** This Agreement shall be governed by the laws of the State of Texas. All performance made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. The provisions of this Article VIII.A. shall survive termination of this Agreement.

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

follows:

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

If to PETITIONER: Cumberland & Western Resources LLC
735 E. Venice Avenue, Suite 200
Venice, Florida 34285

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

C. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

D. **Use of language.** Words in the singular shall be held to include the plural, unless the context otherwise requires.

E. **Amendments, modifications, alterations.** No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

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

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

supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, PETITIONER'S failure to comply with the requirements herein shall perpetually bar PETITIONER'S claim for damages under Chapter 271 of the Texas Local Government Code and Section 311.034 of the Texas Government Code, regardless of whether CITY has actual or constructive notice or knowledge of said claim or alleged damages. The provisions of this Article VIII.G. shall survive termination of this agreement. **PETITONER AGREES THAT THE REQUIREMENTS OF THIS ENTIRE AGREEMENT ARE REASONABLE.**

H. **Covenants run with the land.** The provisions of this Agreement are covenants that run with the land located in the Area. CITY and PETITIONER agree that this Agreement may be recorded in the deed records of the county in which the Area is located. CITY and PETITIONER acknowledge and agree that this Agreement is binding upon CITY and PETITIONER and their respective successors, executors, heirs, and assigns, as applicable. The provisions of this Article VIII.H. shall survive termination of this Agreement.

EXECUTED the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

PETITIONER:

By: _____

Name: Greg Bettinson

Title: Manager

STATE OF Florida §

§

COUNTY OF Sarasota §

BEFORE ME, the undersigned authority, on this 4th day of June, 2021 personally appeared, Greg Bettinson, an officer of Cumberland Hotel, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4 day of June, 2021.

_____

Notary Public, State of Florida

NOTARY PUBLIC STATE OF FLORIDA

ELISE J. DURANCEAU
Commission # HH 082709
Expires March 8, 2025
Bonded Thru Budget Notary Services

EXHIBIT "A" TO SERVICE AGREEMENT

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) A (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, Cambridge Westland Resources, LLC ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Signature of Owner or Owner's Authorized Representative

Greg Bettinger

Printed Name

Manager

Title

THE STATE OF Florida §

§

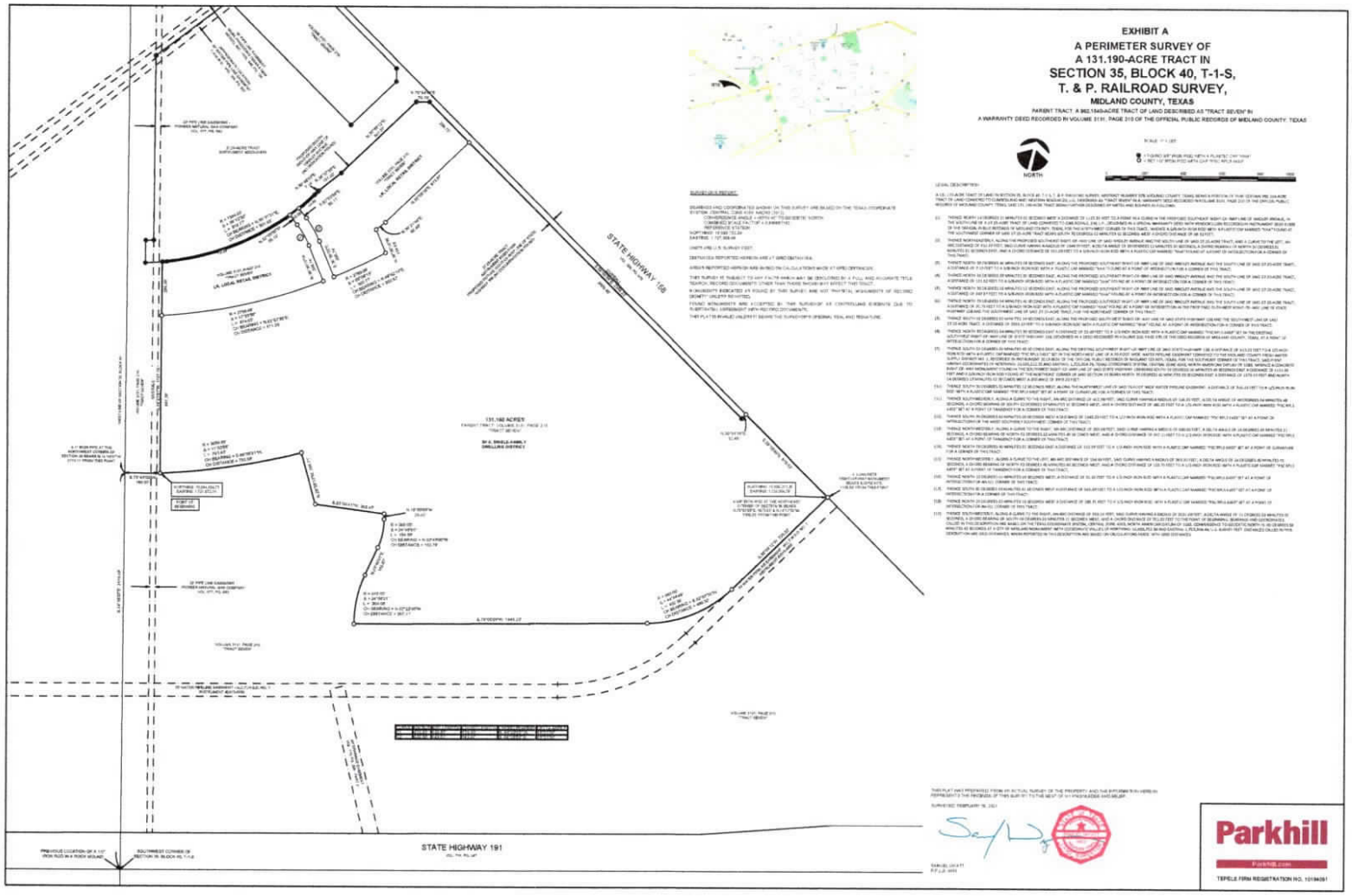
COUNTY OF Sarasota §

This instrument was acknowledged before me on the 10 day of May, 2021, by Greg Bettinger in the capacity herein stated.

MY COMMISSION EXPIRES

Notary Public, State of FL

ELISE J. DURANCEAU
Commission # HH 082709
Expires March 8, 2025
Bonded Thru Budget Notary Services


EXHIBIT A
A PERIMETER SURVEY OF
A 131.190-ACRE TRACT IN
SECTION 35, BLOCK 40, T-1-S,
T. & P. RAILROAD SURVEY,
MIDLAND COUNTY, TEXAS
PARENT TRACT: A 962.1540-ACRE TRACT OF LAND DESCRIBED AS "TRACT SEVEN" IN
A WARRANTY DEED RECORDED IN VOLUME 3131, PAGE 210 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS
NORTH
STATE HIGHWAY 158
STATE HIGHWAY 191
131.190 ACRES
TRACT ONE
Parkhill
TBPELS FIRM REGISTRATION NO. 10194091

Parkhill

CONTINUATION OF EXHIBIT A

A 131.190-ACRE TRACT OF LAND IN SECTION 35, BLOCK 40, T-1-S, T. & P. RR. SURVEY, ABSTRACT NO. 378, MIDLAND COUNTY, TEXAS

A 131.190-acre tract of land in Section 35, Block 40, T-1-S, T. & P. Railroad Survey, Abstract Number 378, Midland County, Texas, being a portion of that certain 982.154-acre tract of land conveyed to Cumberland and Western Resources, LLC, described as "Tract Seven" in a warranty deed recorded in Volume 3131, Page 210 of the Official Public Records of Midland County, Texas, said 131.190-acre tract being further described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set for the most westerly southwest corner of this tract, said beginning point having coordinates of NORTHING: 10,694,434.73 and EASTING: 1,721,572.19, Texas Coordinate System, Central Zone 4203, North American Datum of 1983, whence a 1-inch iron pipe found at the northwest corner of said Section 35 bears *South 75 degrees 43 minutes 03 seconds West* a distance of 185.07 feet and *North 14 degrees 16 minutes 57 seconds West* a distance of 3176.11 feet and the previous location of a 1/2-inch iron rod in a rock mound at the southwest corner of said Section 35 bears *South 75 degrees 43 minutes 03 seconds West* a distance of 185.07 feet and *South 14 degrees 16 minutes 57 seconds East* a distance of 2119.49 feet;

(1) THENCE *North 14 degrees 21 minutes 01 seconds West* a distance of 1127.76 feet to a point in a curve in the proposed southeast right-of-way line of Wadley Avenue, in the south line of a 27.25-acre tract of land conveyed to CWS Royale, SW, L.P., described in a special warranty deed with vendor's lien recorded in Instrument 2020-31839 of the Official Public Records of Midland County, Texas, for the northwest corner of this tract, whence a 5/8-inch iron rod with a plastic cap marked "KHA" found at the southwest corner of said 27.25-acre tract bears *South 72 degrees 02 minutes 05 seconds West* a chord distance of 89.32 feet;

(2) THENCE northeasterly, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, and a curve to the left, an arc distance of 919.77 feet, said curve having a radius of 1344.00 feet, a delta angle of *39 degrees 12 minutes 39 seconds*, a chord bearing of *North 50 degrees 31 minutes 31 seconds East*, and a chord distance of 901.93 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(3) THENCE *North 30 degrees 46 minutes 03 seconds East*, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, a distance of 7.15 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(4) THENCE *North 36 degrees 37 minutes 39 seconds East*, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, a distance of 151.02 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(5) THENCE *North 30 degrees 55 minutes 12 seconds East*, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, a distance of 547.07 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(6) THENCE *North 75 degrees 54 minutes 41 seconds East*, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, a distance of 70.75 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection in the proposed southwest right-of-way line of State Highway 158 and the southwest line of said 27.25-acre tract, for the northeast corner of this tract;

(7) THENCE *South 59 degrees 05 minutes 24 seconds East*, along the proposed southwest right-of-way line of said State Highway 158 and the southwest line of said 27.25-acre tract, a distance of 2359.23 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(8) THENCE *North 30 degrees 54 minutes 36 seconds East* a distance of 32.48 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set in the existing southwest right-of-way line of State Highway 158, described in a deed recorded in Volume 329, Page 679 of the Deed Records of Midland County, Texas, at a point of intersection for a corner of this tract;

(9) THENCE *South 59 degrees 05 minutes 45 seconds East*, along the existing southwest right-of-way line of said State Highway 158, a distance of 619.52 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set in the northwest line of a 70-foot wide water pipeline easement conveyed to the Midland County Fresh Water Supply District No. 1, recorded in Instrument 2013-8956 of the Official Public Records of Midland County, Texas, for the southeast corner of this tract, said point having coordinates of NORTHING: 10,695,212.35 and EASTING: 1,725,004.78, Texas Coordinate System, Central Zone 4203, North American Datum of 1983, whence a concrete right-of-way monument found in the southwest right-of-way line of said State Highway 158 bears *South 59 degrees 05 minutes 45 seconds East* a distance of 1199.56 feet and a 5/8-inch iron rod found at the northeast corner of said Section 35 bears *North 75 degrees 42 minutes 58 seconds East* a distance of 1573.63 feet and *North 14 degrees 17 minutes 02 seconds West* a distance of 3305.23 feet;

(10) THENCE *South 30 degrees 55 minutes 12 seconds West*, along the northwest line of said 70-foot wide water pipeline easement, a distance of 705.22 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of curvature for a corner of this tract;

(11) THENCE southwesterly, along a curve to the right, an arc distance of 492.38 feet, said curve having a radius of 640.00 feet, a delta angle of *44 degrees 04 minutes 48 seconds*, a chord bearing of *South 52 degrees 57 minutes 36 seconds West*, and a chord distance of 480.32 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of tangency for a corner of this tract;

(12) THENCE *South 75 degrees 00 minutes 00 seconds West* a distance of 1543.23 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of intersection for the most southerly southwest corner of this tract;

(13) THENCE northwesterly, along a curve to the right, an arc distance of 269.08 feet, said curve having a radius of 640.00 feet, a delta angle of *24 degrees 05 minutes 21 seconds*, a chord bearing of *North 02 degrees 22 minutes 40 seconds West*, and a chord distance of 267.11 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of tangency for a corner of this tract;

(14) THENCE *North 09 degrees 40 minutes 01 seconds East* a distance of 162.07 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of curvature for a corner of this tract;

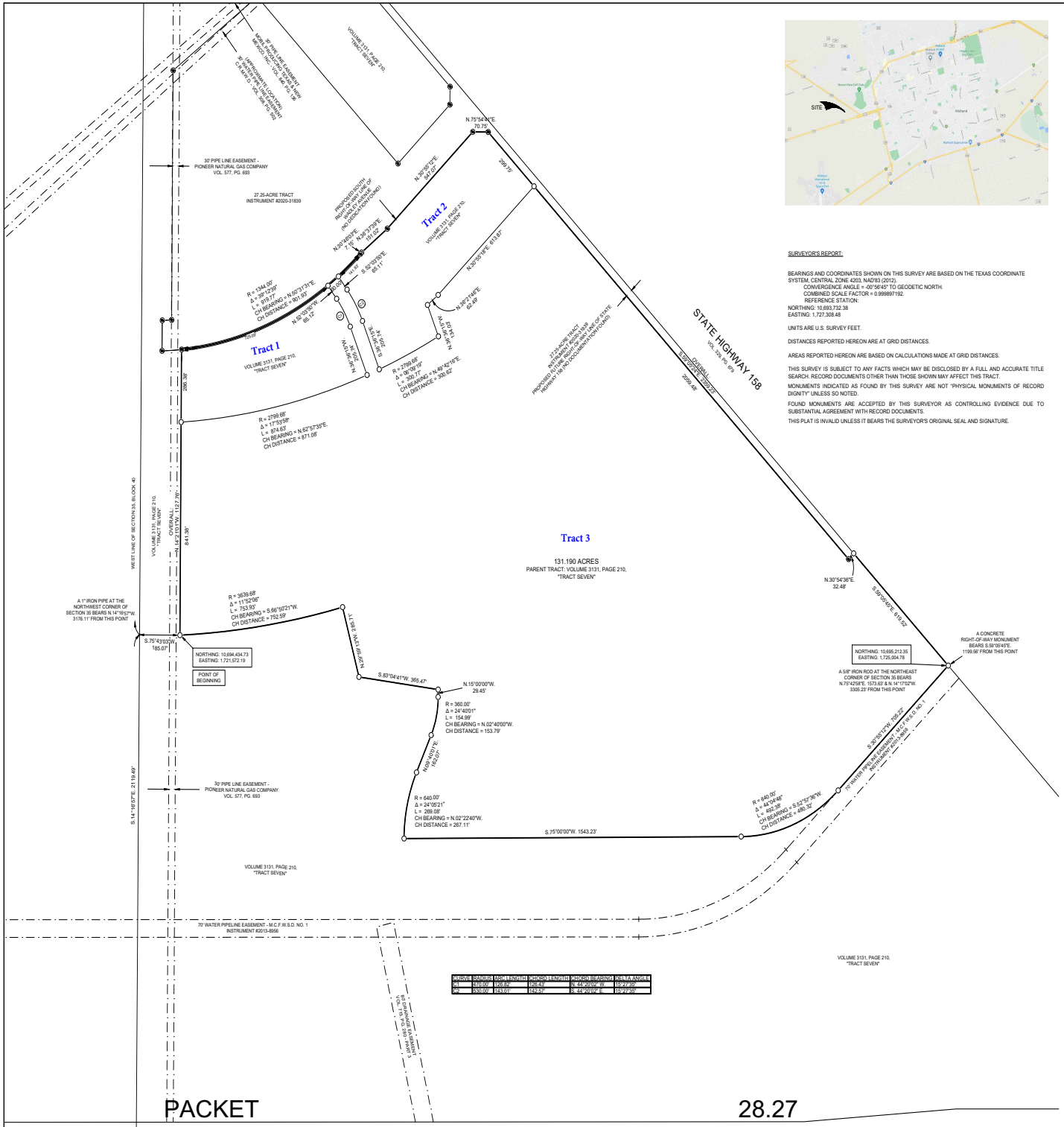
(15) THENCE northwesterly, along a curve to the left, an arc distance of 154.99 feet, said curve having a radius of 360.00 feet, a delta angle of *24 degrees 40 minutes 01 seconds*, a chord bearing of *North 02 degrees 40 minutes 00 seconds West*, and a chord distance of 153.79 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of tangency for a corner of this tract;

(16) THENCE *North 15 degrees 00 minutes 00 seconds West*, a distance of 29.45 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of intersection for an ell corner of this tract;

(17) THENCE *South 83 degrees 04 minutes 41 seconds West* a distance of 365.47 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of intersection for a corner of this tract;

(18) THENCE *North 29 degrees 59 minutes 13 seconds West* a distance of 285.71 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of intersection for an ell corner of this tract;

(19) THENCE southwesterly, along a curve to the right, an arc distance of 753.93 feet, said curve having a radius of 3639.68 feet, a delta angle of *11 degrees 52 minutes 06 seconds*, a chord bearing of *South 66 degrees 50 minutes 21 seconds West*, and a chord distance of 752.59 feet to the **POINT OF BEGINNING**. Bearings and coordinates called in this description are based on the Texas Coordinate System, Central Zone 4203, North American Datum of 1983. Convergence to geodetic north is *-00 degrees 56 minutes 45 seconds* at a City of Midland Monument with coordinate values of NORTHING: 10,693,732.38 and EASTING: 1,727,308.48, U.S. Survey Feet. Distances called in this description are grid distances. Areas reported in this description are based on calculations made with grid distances.



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	640.00'	126.82'	126.63'	S. 44°29'06" W.	11°21'35"
C2	640.00'	143.01'	142.71'	S. 44°29'06" E.	12°47'49"

A PERIMETER SURVEY OF A 131.190-ACRE TRACT IN SECTION 35, BLOCK 40, T-1-S, T. & P. RAILROAD SURVEY,

MIDLAND COUNTY, TEXAS

PARENT TRACT: A 982.1540-ACRE TRACT OF LAND DESCRIBED AS "TRACT SEVEN" IN A WARRANTY DEED RECORDED IN VOLUME 3131, PAGE 210 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS

NORTH

SCALE: 1" = 200'

● = FOUND 5/8" IRON ROD WITH A PLASTIC CAP "KHA"
○ = SET 1/2" IRON ROD WITH CAP "PSC RPLS 6453"

0 200' 400' 600' 800' 1000'

SURVEYOR'S REPORT:

BEARINGS AND COORDINATES SHOWN ON THIS SURVEY ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83 (2012).
CONVERGENCE ANGLE = -00°56'45" TO GEODETIC NORTH.
COMBINED SCALE FACTOR = 0.999897192.
REFERENCE STATION:
NORTHING: 10,693,732.38
EASTING: 1,727,308.48

UNITS ARE U.S. SURVEY FEET.

DISTANCES REPORTED HEREON ARE AT GRID DISTANCES.

AREAS REPORTED HEREON ARE BASED ON CALCULATIONS MADE AT GRID DISTANCES.

THIS SURVEY IS SUBJECT TO ANY FACTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH. RECORD DOCUMENTS OTHER THAN THOSE SHOWN MAY AFFECT THIS TRACT.

MONUMENTS INDICATED AS FOUND BY THIS SURVEY ARE NOT "PHYSICAL MONUMENTS OF RECORD DIGNITY" UNLESS SO NOTED.

FOUND MONUMENTS ARE ACCEPTED BY THIS SURVEYOR AS CONTROLLING EVIDENCE DUE TO SUBSTANTIAL AGREEMENT WITH RECORD DOCUMENTS.

THIS PLAT IS INVALID UNLESS IT BEARS THE SURVEYOR'S ORIGINAL SEAL AND SIGNATURE.

LEGAL DESCRIPTION:

A 131.190-ACRE TRACT OF LAND IN SECTION 35, BLOCK 40, T-1-S, T. & P. RAILROAD SURVEY, ABSTRACT NUMBER 378, MIDLAND COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 982.154-ACRE TRACT OF LAND CONVEYED TO CUMBERLAND AND WESTERN RESOURCES, LLC, DESCRIBED AS "TRACT SEVEN" IN A WARRANTY DEED RECORDED IN VOLUME 3131, PAGE 210 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS, SAID 131.190-ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

(1) THENCE NORTH 14 DEGREES 21 MINUTES 01 SECONDS WEST A DISTANCE OF 1127.76 FEET TO A POINT IN A CURVE IN THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF WADLEY AVENUE, IN THE SOUTH LINE OF A 27.25-ACRE TRACT OF LAND CONVEYED TO CWS ROYALE, SW, L.P., DESCRIBED IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN INSTRUMENT 2020-31839 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS, FOR THE NORTHWEST CORNER OF THIS TRACT, WHENCE A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT THE SOUTHWEST CORNER OF SAID 27.25-ACRE TRACT BEARS SOUTH 72 DEGREES 02 MINUTES 05 SECONDS WEST A CHORD DISTANCE OF 89.32 FEET;

(2) THENCE NORTHEASTERLY, ALONG THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF SAID WADLEY AVENUE AND THE SOUTH LINE OF SAID 27.25-ACRE TRACT, AND A CURVE TO THE LEFT, AN ARC DISTANCE OF 919.77 FEET, SAID CURVE HAVING A RADIUS OF 1344.00 FEET, A DELTA ANGLE OF 39 DEGREES 12 MINUTES 39 SECONDS, A CHORD BEARING OF NORTH 50 DEGREES 31 MINUTES 31 SECONDS EAST, AND A CHORD DISTANCE OF 901.93 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(3) THENCE NORTH 30 DEGREES 46 MINUTES 03 SECONDS EAST, ALONG THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF SAID WADLEY AVENUE AND THE SOUTH LINE OF SAID 27.25-ACRE TRACT, A DISTANCE OF 7.15 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(4) THENCE NORTH 36 DEGREES 37 MINUTES 39 SECONDS EAST, ALONG THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF SAID WADLEY AVENUE AND THE SOUTH LINE OF SAID 27.25-ACRE TRACT, A DISTANCE OF 151.02 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(5) THENCE NORTH 30 DEGREES 55 MINUTES 12 SECONDS EAST, ALONG THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF SAID WADLEY AVENUE AND THE SOUTH LINE OF SAID 27.25-ACRE TRACT, A DISTANCE OF 547.07 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(6) THENCE NORTH 75 DEGREES 54 MINUTES 41 SECONDS EAST, ALONG THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF SAID WADLEY AVENUE AND THE SOUTH LINE OF SAID 27.25-ACRE TRACT, A DISTANCE OF 70.75 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION IN THE PROPOSED OUTHWEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 158 AND THE SOUTHWEST LINE OF SAID 27.25-ACRE TRACT, FOR THE NORTHEAST CORNER OF THIS TRACT;

(7) THENCE SOUTH 59 DEGREES 05 MINUTES 24 SECONDS EAST, ALONG THE PROPOSED SOUTHWEST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 158 AND THE SOUTHWEST LINE OF SAID 27.25-ACRE TRACT, A DISTANCE OF 2359.23 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(8) THENCE NORTH 30 DEGREES 54 MINUTES 36 SECONDS EAST A DISTANCE OF 32.48 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET IN THE EXISTING SOUTHWEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 158, DESCRIBED IN A DEED RECORDED IN VOLUME 329, PAGE 679 OF THE DEED RECORDS OF MIDLAND COUNTY, TEXAS, AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(9) THENCE SOUTH 59 DEGREES 05 MINUTES 45 SECONDS EAST, ALONG THE EXISTING SOUTHWEST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 158, A DISTANCE OF 619.52 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET IN THE NORTHWEST LINE OF A 70-FOOT WIDE WATER PIPELINE EASEMENT CONVEYED TO THE MIDLAND COUNTY FRESH WATER SUPPLY DISTRICT NO. 1, RECORDED IN INSTRUMENT 2013-8956 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF THIS TRACT, SAID POINT HAVING COORDINATES OF NORTHING: 10,695,212.35 AND EASTING: 1,725,004.78, TEXAS COORDINATE SYSTEM, CENTRAL ZONE 4203, NORTH AMERICAN DATUM OF 1983, WHENCE A CONCRETE RIGHT-OF-WAY MONUMENT FOUND IN THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 158 BEARS SOUTH 59 DEGREES 05 MINUTES 45 SECONDS EAST A DISTANCE OF 1199.56 FEET AND A 5/8-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID SECTION 35 BEARS NORTH 75 DEGREES 42 MINUTES 58 SECONDS EAST A DISTANCE OF 1573.63 FEET AND NORTH 14 DEGREES 17 MINUTES 02 SECONDS WEST A DISTANCE OF 3305.23 FEET;

(10) THENCE SOUTH 30 DEGREES 55 MINUTES 12 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID 70-FOOT WIDE WATER PIPELINE EASEMENT, A DISTANCE OF 705.22 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF CURVATURE FOR A CORNER OF THIS TRACT;

(11) THENCE SOUTHWESTERLY, ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 492.38 FEET, SAID CURVE HAVING A RADIUS OF 640.00 FEET, A DELTA ANGLE OF 44 DEGREES 04 MINUTES 48 SECONDS, A CHORD BEARING OF SOUTH 52 DEGREES 57 MINUTES 36 SECONDS WEST, AND A CHORD DISTANCE OF 480.32 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF TANGENCY FOR A CORNER OF THIS TRACT;

(12) THENCE SOUTH 75 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 1543.23 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF INTERSECTION FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THIS TRACT;

(13) THENCE NORTHWESTERLY, ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 269.08 FEET, SAID CURVE HAVING A RADIUS OF 640.00 FEET, A DELTA ANGLE OF 24 DEGREES 05 MINUTES 21 SECONDS, A CHORD BEARING OF NORTH 02 DEGREES 22 MINUTES 40 SECONDS WEST, AND A CHORD DISTANCE OF 267.11 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF TANGENCY FOR A CORNER OF THIS TRACT;

(14) THENCE NORTH 09 DEGREES 40 MINUTES 01 SECONDS EAST A DISTANCE OF 162.07 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF CURVATURE FOR A CORNER OF THIS TRACT;

(15) THENCE NORTHWESTERLY, ALONG A CURVE TO THE LEFT, AN ARC DISTANCE OF 154.99 FEET, SAID CURVE HAVING A RADIUS OF 360.00 FEET, A DELTA ANGLE OF 24 DEGREES 40 MINUTES 01 SECONDS, A CHORD BEARING OF NORTH 02 DEGREES 40 MINUTES 00 SECONDS WEST, AND A CHORD DISTANCE OF 153.79 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF TANGENCY FOR A CORNER OF THIS TRACT;

(16) THENCE NORTH 15 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 29.45 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF INTERSECTION FOR AN ELL CORNER OF THIS TRACT;

(17) THENCE SOUTH 83 DEGREES 04 MINUTES 41 SECONDS WEST A DISTANCE OF 365.47 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(18) THENCE NORTH 29 DEGREES 59 MINUTES 13 SECONDS WEST A DISTANCE OF 285.71 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF INTERSECTION FOR AN ELL CORNER OF THIS TRACT;

(19) THENCE SOUTHWESTERLY, ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 753.93 FEET, SAID CURVE HAVING A RADIUS OF 3639.68 FEET, A DELTA ANGLE OF 11 DEGREES 52 MINUTES 06 SECONDS, A CHORD BEARING OF SOUTH 66 DEGREES 50 MINUTES 21 SECONDS WEST, AND A CHORD DISTANCE OF 752.59 FEET TO THE POINT OF BEGINNING. BEARINGS AND COORDINATES CALLED IN THIS DESCRIPTION ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE 4203, NORTH AMERICAN DATUM OF 1983. CONVERGENCE TO GEODETIC NORTH IS -00 DEGREES 56 MINUTES 45 SECONDS AT A CITY OF MIDLAND MONUMENT WITH COORDINATE VALUES OF NORTHING: 10,693,732.38 AND EASTING: 1,727,308.48, U.S. SURVEY FEET. DISTANCES CALLED IN THIS DESCRIPTION ARE GRID DISTANCES. AREAS REPORTED IN THIS DESCRIPTION ARE BASED ON CALCULATIONS MADE WITH GRID DISTANCES.

THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THE INFORMATION HEREON REPRESENTS THE FINDINGS OF THIS SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SURVEYED: FEBRUARY 05, 2021

SAMUEL WYATT
R.P.L.S. 6453

September 14, 2021

Parkhill
Parkhill.com
TBPELS FIRM REGISTRATION NO. 10194091

PACKET 28.27

PRELIMINARY PLAT
NORTHWEST PASSAGE ADDITION

BEING A PLAT OF A 117.035 ACRE TRACT IN SECTION 35, BLOCK 40, T-5, T.&P. RAILROAD SURVEY, MIDLAND COUNTY, TEXAS

100' 50' 0 100'
Original Scale: 1"=100'

LEGEND

- PLAT LIMITS
- EXISTING PLATTED LOTS & STREET R/W
- EXISTING EASEMENTS
- W — W — W — EXISTING WATER LINE
- S — S — S — EXISTING SEWER LINE
- OHE — OHE — EXISTING OVERHEAD POWERLINE (TO BE RELOCATED UNDERGROUND)
- EXISTING ELEVATION CONTOURS
- PROPOSED ROW LINE
- PROPOSED LOT LINE
- PROPOSED EASEMENT LINE
- W — W — W — PROPOSED WATER LINE
- S — S — S — PROPOSED SEWER LINE
- PROPOSED ROW CENTERLINE
- PROPOSED PAVING
- CITY LIMITS
- PHASING LINE
- CA/A PROPOSED COMMON AREA

NOTES:

1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
2. APPROVAL OF A SITE PLAN BY THE CITY OF MIDLAND MAY BE REQUIRED BEFORE THESE LOTS MAY BE DEVELOPED OR BEFORE A BUILDING PERMIT MAY BE OBTAINED.
3. 1/2" IRON ROD WITH PLASTIC CAP SET AT EACH CORNER UNLESS OTHERWISE SPECIFIED.
4. INITIAL IMPACT FEES WILL BE ASSESSED DURING THE FINAL PLATTING PROCESS. IMPLEMENTATION AND COLLECTION OF IMPACT FEES WILL TAKE PLACE DURING THE BUILDING PERMIT PROCESS. ADDITIONAL IMPACT FEES OR INCREASES IN FEES MAY NOT BE ASSESSED AGAINST THE TRACT UNLESS THE NUMBER OF SERVICE UNITS TO BE DEVELOPED ON THE TRACT INCREASES.
5. BASED ON THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY NUMBER 480477, SHEET NUMBER 48329C0080F, REVISED SEPTEMBER 16, 2005, THE SURVEYED PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA ACCORDING TO THE MAP. THE CURRENT FLOOD ZONE CLASSIFICATION FOR THE SURVEYED PROPERTY IS ZONE X.
6. RELATIVE TO THE EXISTING DRAINAGE EASEMENT: THE MAINTENANCE OF ANY STORMWATER FACILITY IN THIS EASEMENT IS THE RESPONSIBILITY OF THE PROPERTY OWNER. PROPERTY OWNER AGREES TO MAINTAIN THE FACILITY IN WORKING ORDER, WITH INSPECTIONS AND CORRECTIVE ACTION MADE AT LEAST ANNUALLY. REPORTS OF SUCH INSPECTIONS AND MAINTENANCE SHALL BE KEPT FOR INSPECTION BY THE CITY OF MIDLAND STORMWATER ADMINISTRATOR ON REQUEST, OR MAY BE FORWARDED TO THE CITY ENGINEER'S OFFICE.
7. RELATIVE TO THE EXISTING DRAINAGE EASEMENT: THE CITY OF MIDLAND SHALL HAVE THE RIGHT TO MITIGATE DEFICIENCIES IN THE FUNCTION OF THE STORMWATER FACILITY, AND TO BE REIMBURSED BY THE PROPERTY OWNER, IF THE CITY FINDS IT NECESSARY FOR PUBLIC HEALTH AND SAFETY.
8. RELATIVE TO THE EXISTING DRAINAGE EASEMENT: THE CITY OF MIDLAND AND ITS EMPLOYEES, CONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS, SHALL HAVE THE FREE AND UNINTERRUPTED RIGHT OF PASSAGE IN, ON, UPON, OVER, UNDER, ACROSS, ALONG AND THROUGH THE PROPERTY DESCRIBED HEREIN FOR THE PURPOSE OF ESTABLISHING, LAYING, CONSTRUCTING, RECONSTRUCTING, INSTALLING, REALIGNING, MODIFYING, REPLACING, IMPROVING, ALTERING, OPERATING, MAINTAINING, ACCESSING, INSPECTING, REPAIRING, RELOCATING AND REMOVING SAID FACILITIES, INCLUDING BUT NOT LIMITED TO, THE RIGHT TO CUT AND TRIM BUSHES AND TREES, TOGETHER WITH THE RIGHT OF INGRESS, EGRESS AND REGRESS FOR SUCH PURPOSES IN, ON, UPON, OVER, UNDER, ACROSS, ALONG AND THROUGH THE PROPERTY DESCRIBED HEREIN.
9. RELATIVE TO THE EXISTING DRAINAGE EASEMENT: DEVELOPER MAY NOT USE ANY PART OF THE PROPERTY DESCRIBED HEREIN IF SUCH USE WILL DAMAGE, DESTROY, INJURE, AND/OR UNDULY INTERFERE WITH THE CITY OF MIDLAND'S USE OF THE PROPERTY. DEVELOPER EXPRESSLY COVENANTS AND AGREES FOR ITSELF, ITS LEGAL REPRESENTATIVES, SUCCESSORS AND/OR ASSIGNS, THAT NO BUILDING, ROADWAYS, OR CURBS AND GUTTERS OF ANY KIND WILL BE PLACED ON THE PROPERTY DESCRIBED HEREIN. WRITTEN PERMISSION FOR ABOVE GROUND APPURTENANCES MUST BE OBTAINED FROM THE CITY OF MIDLAND, PRIOR TO INSTALLATION.
10. THERE IS HEREBY IMPOSED A RESTRICTION, WHICH SHALL RUN WITH THE LAND, THAT LOT 1, BLOCK 1; LOTS 1–9, BLOCK 2; LOTS 1–21, BLOCK 6; AND COMMON AREA: C BACKING OR SIDING ON STATE HIGHWAY 158 SHALL NOT HAVE DIRECT DRIVEWAY ACCESS TO SAID HIGHWAY.
11. TOTAL SF3 LOT COUNT = 573 LOTS
    PHASE 1 = 129 LOTS
    PHASE 2 = 133 LOTS
    PHASE 3 = 170 LOTS
    PHASE 4 = 126 LOTS

Curve Table					
Curve #	Radius	Arc Length	Chord Length	Chord Bearing	Delta
C1	500.0	46.4'	46.4	S33° 35' 22.31"W	5°18'48"
C2	500.0	338.2'	331.8	S55° 37' 23.10"W	38°45'14"
C3	500.0	215.3'	213.6	N02° 39' 59.71"W	24°40'01"
C4	300.0	113.1'	112.4	N25° 48' 07.35"W	21°36'15"
C6	4619.7	280.8'	280.7	N35° 02' 45.67"E	3°28'56"
C7	4619.7	282.5'	282.5	N38° 32' 21.55"E	3°30'15"
C8	4619.7	274.5'	274.4	N41° 59' 36.30"E	3°24'14"
C9	4339.7	775.9'	774.8	N38° 34' 52.58"E	10°14'37"
C10	4339.7	278.3'	278.3	N45° 32' 25.97"E	3°40'30"
C11	4339.7	217.3'	217.3	N48° 48' 46.01"E	2°52'10"
C12	100.0	113.9'	107.8	N17° 37' 25.56"E	65°14'51"
C13	4059.7	586.6'	586.1	N39° 03' 34.67"E	8°16'42"
C14	4060.0	296.1'	296.0	N45° 17' 18.75"E	4°10'44"
C15	4059.7	461.4'	461.2	N50° 38' 03.40"E	6°30'45"
C18	3499.7	557.7'	557.1	N38° 38' 14.72"E	9°07'51"
C19	3499.7	622.6'	621.8	N48° 17' 58.14"E	10°11'34"
C20	3499.7	363.9'	363.8	N56° 22' 30.56"E	5°57'31"
C21	3499.7	672.2'	671.2	N64° 51' 26.01"E	11°00'20"
C22	3219.7	788.0'	786.1	N41° 21' 31.96"E	14°01'24"
C23	3219.7	617.2'	616.3	N53° 51' 44.78"E	10°59'02"

Curve Table					
Curve #	Radius	Arc Length	Chord Length	Chord Bearing	Delta
C24	3219.7	592.5'	591.7	N64° 37' 35.28"E	10°32'39"
C25	2939.7	162.1'	162.1	N33° 05' 42.14"E	3°09'37"
C26	2939.7	705.3'	703.6	N41° 32' 53.62"E	13°44'46"
C27	2939.7	255.2'	255.2	N50° 54' 31.06"E	4°58'28"
C28	2939.7	305.7'	305.6	N56° 22' 30.56"E	5°57'31"
C29	2939.7	512.8'	512.1	N64° 21' 05.42"E	9°59'39"
C30	2939.7	140.5'	140.5	N70° 43' 05.36"E	2°44'21"
C31	500.0	134.9'	134.5	N44° 20' 02.18"W	15°27'35"

Line #	Length	Direction
L1	22.0'	S78° 08' 09.54"W
L2	20.7'	N12° 35' 19.55"W
L3	20.4'	N12° 01' 04.08"W
L4	22.0'	S77° 56' 37.97"W
L5	20.8'	N12° 11' 06.93"W
L8	21.3'	N88° 29' 23.05"E
L11	21.3'	N88° 29' 02.84"E
L12	21.1'	S01° 30' 39.47"E
L15	21.3'	S02° 06' 55.23"W
L17	21.1'	S87° 52' 16.50"E
L20	21.8'	S77° 25' 19.41"W
L21	21.3'	S01° 36' 24.02"E
L24	21.3'	N87° 22' 34.02"W
L25	21.1'	N88° 24' 07.53"E
L26	21.3'	S01° 35' 44.38"E
L27	22.9'	S80° 48' 13.73"W
L29	20.2'	N11° 24' 08.59"W
L30	21.7'	N77° 19' 51.36"E
L31	20.7'	N12° 39' 01.72"W
L32	21.2'	S14° 04' 42.80"E
L33	21.2'	S75° 55' 17.20"W
L34	21.2'	S14° 04' 42.80"E

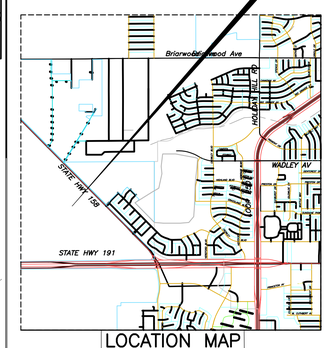
Line #	Length	Direction
L36	19.2'	N08° 56' 58.83"W
L37	21.5'	S60° 42' 33.65"E
L38	20.9'	S29° 08' 37.91"W
L39	21.2'	N90° 00' 00.00"W
L41	21.2'	S90° 00' 00.00"E
L42	21.2'	N30° 00' 00.00"E
L43	16.2'	S47° 39' 59.71"E
L44	24.8'	S19° 14' 54.43"W
L45	17.3'	N72° 05' 38.18"W
L46	21.1'	N81° 53' 26.11"W
L47	21.3'	N08° 06' 29.57"E
L48	21.3'	S81° 17' 58.98"E
L49	21.0'	S75° 45' 35.98"E
L50	21.1'	S14° 39' 50.47"W
L51	21.3'	S14° 01' 25.69"W
L52	21.3'	S75° 18' 54.07"E
L53	21.1'	N14° 41' 28.32"E
L54	21.1'	N75° 58' 56.70"W
L55	21.0'	S03° 26' 34.40"W
L56	21.2'	S87° 13' 50.70"E
L57	21.2'	S02° 45' 51.34"W
L58	21.5'	S86° 30' 43.88"E

Line #	Length	Direction
L59	21.3'	N13° 59' 33.47"E
L60	21.3'	N75° 17' 01.85"W
L61	21.2'	N30° 00' 00.00"E
L62	21.1'	S58° 45' 54.50"W
L63	22.5'	S27° 10' 03.12"W
L64	20.2'	S62° 06' 19.80"E
L65	20.0'	S62° 35' 28.61"E
L66	22.4'	N27° 28' 07.67"E
L67	20.1'	N62° 19' 43.68"W

PW #1
PLUGGED WELL: JOHNNIE #1
API:32931519
PLUGGED 8/20/2002

PW #2
PLUGGED WELL: KEEGAN #2
API: 32938419
PLUGGED 11/17/2017

NORTHING:
10,695,212.35
EASTING:
1,725,004.78



LOCATION MAP

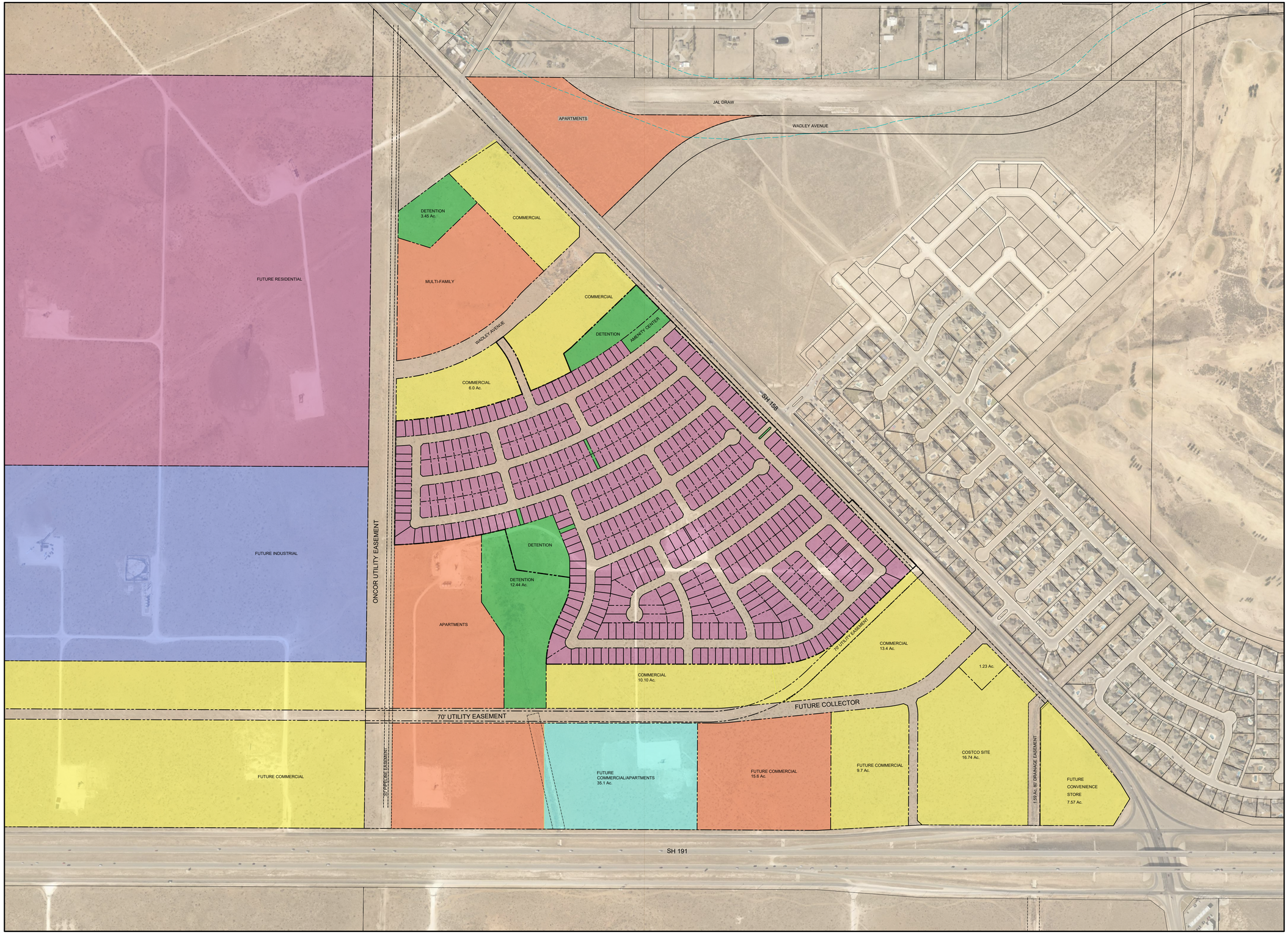
DEVELOPER:

D.R. HORTON – TEXAS, LTD
6751 N. Freeway
Fort Worth, Texas 76131
817–230–0800

ENGINEER:

Parkhill
1700 W Wall St., #100
Midland, Texas 79701
432–697–1447

NORTHWEST PASSAGE ADDITION



FILE NAME: \\Data1\Projects3\2021\4534.21\03_DSGN\01_DWG\050_CIVIL\08_EXHIBIT\Land Usage\Ex-01-4534.dwg LAYOUT NAME: Ex-01 PRINTED: Thursday, August 12, 2021 - 3:27pm USER: rklepper

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Parkhill

Parkhill.com

DR Horton
Northwest Passage
Zoning

0 300' 600'

CLIENT
DR Horton

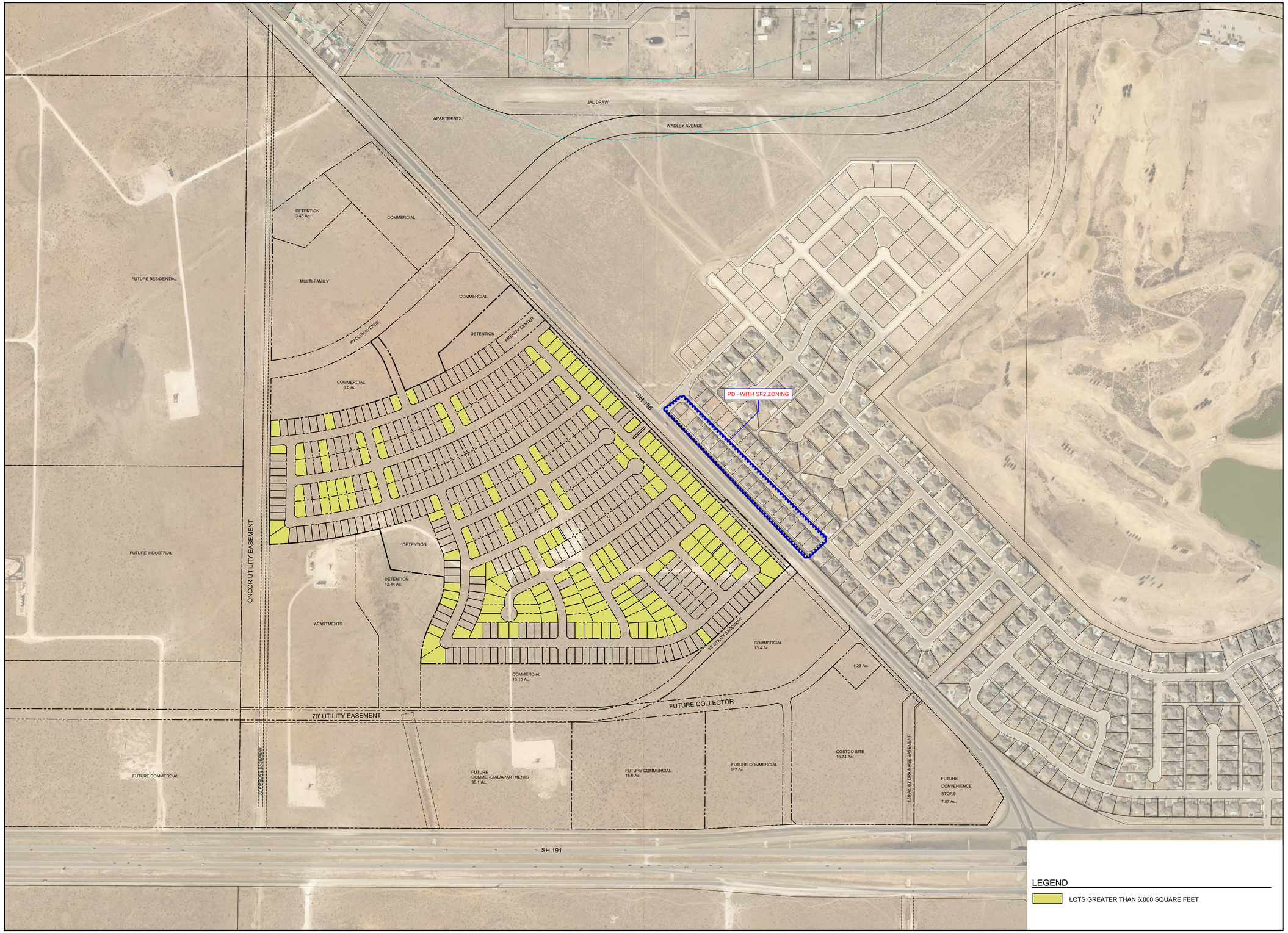
PROJECT NO.
4534.21

#	DATE	DESCRIPTION

Zoning

EX-01

PACKET
28.29
September 14, 2021



Parkhill

Parkhill.com

DR Horton
Northwest Passage

Landplan

0 300' 600'

CLIENT
DR Horton

PROJECT NO.
4531.21

#	DATE	DESCRIPTION

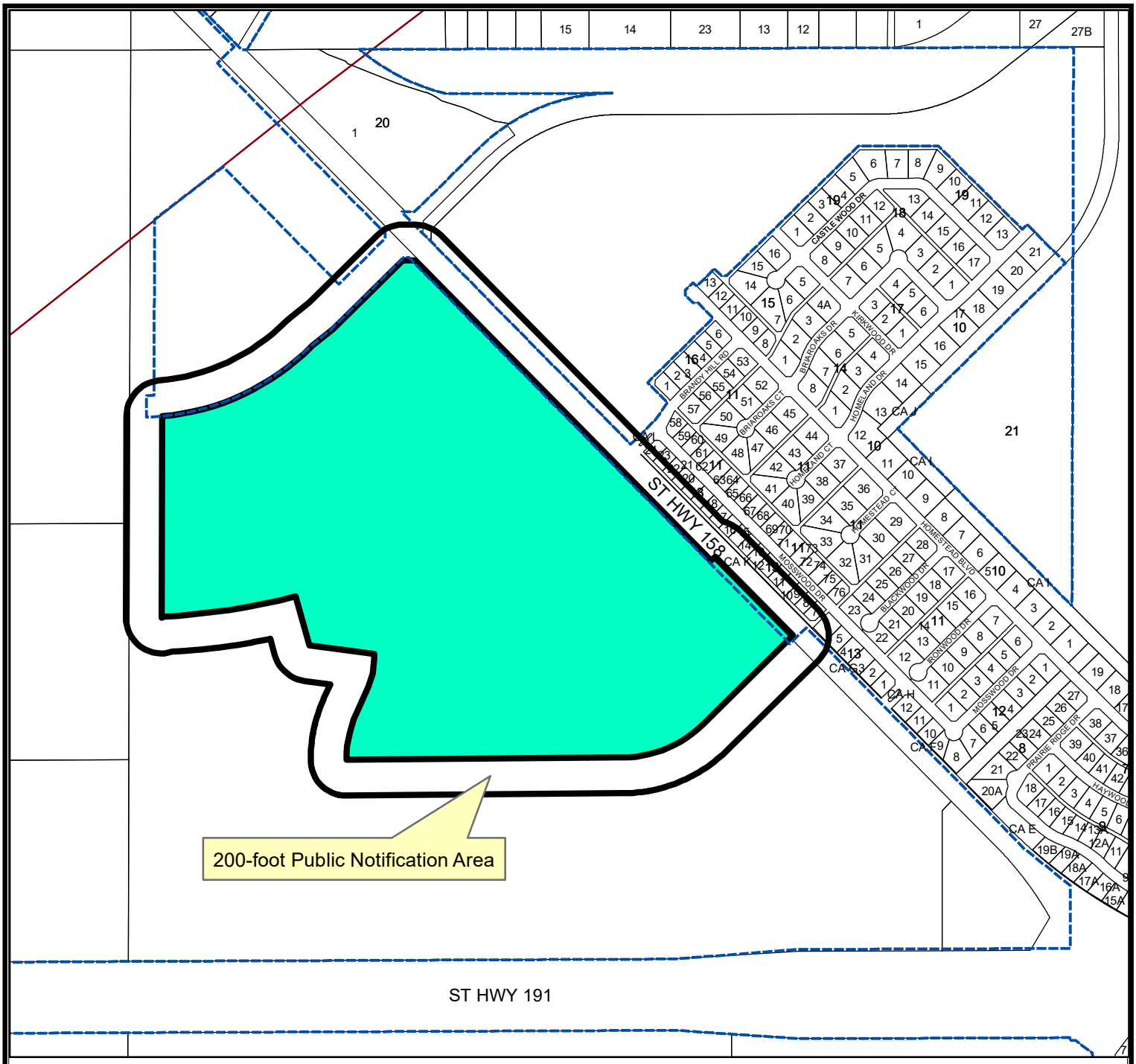
Landplan

EX-02

PACKET
28.30
September 14, 2021

FILE NAME: \\Data1\Projects\2022\14534.21\03_DSGN\01_DWG\050_CIVIL\08_EXHIBIT\Land Usage\Ex-01-14534.dwg LAYOUT NAME: Ex-02 PRINTED: Thursday, August 12, 2021 - 3:27pm USER: rklepper

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LOCATION MAP

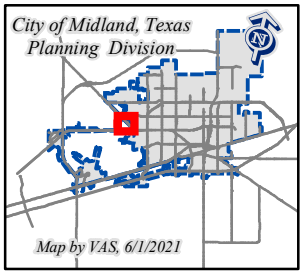
Z-21-0228 **Scale: 1" = 800'**

Consider a request for the initial zoning of a 131.190-acres tract of land located in Section 35, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas.

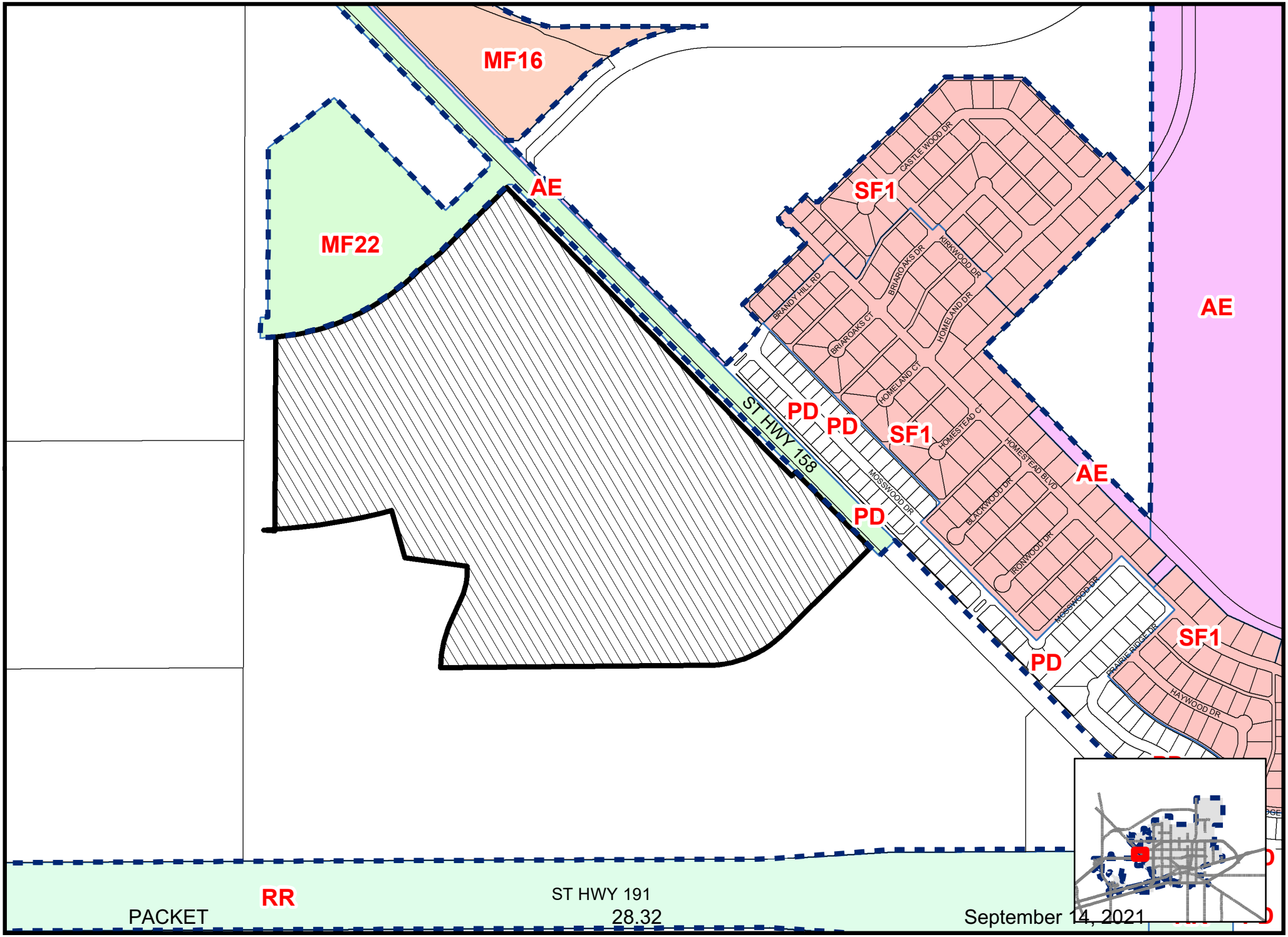
Generally located on the west side of State Highway 158, approximately 1,001 feet north of State Highway 191. (Extraterritorial Jurisdiction)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



September 14, 2021



Map By VAS, 6/10/2021

Z-21-0228

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2020: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

RECEIVED
JUN 2 1 2021
BY: .....

MIDLAND
Planning Division

CUMBERLAND & WESTERN RESOURCES LLC
2200 LAPSLEY LN
BOWLING GREEN KY 42103

PUBLIC NOTICE

The **Planning and Zoning Commission** of the City of Midland, Texas, will hold a public hearing at **3:30 p.m.** on **Monday, June 21, 2021,** in the Council Chamber, City Hall, 300 N. Loraine, Midland, TX 79701 and via video conference, on a request by **D.R. Horton, Inc.,** for the **Initial Zoning** of the following described property:

LEGAL DESCRIPTION: A 131.190-acre tract of land located in Section 35, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas.

LOCATION: Generally located on the west side of State Highway 158, approximately 1,001 feet north of State Highway 191. (Extraterritorial Jurisdiction)

PROPOSED ZONING:

From: No Current Zoning
To: SF-3, Single-Family Dwelling District in part and LR, Local Retail District in part.

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request X **Comments:** Request consideration of a minimum SF2 zoning to be more closely aligned with existing housing in the area.
Required Information:

Misty Clary — Property Owner's Signature
Misty Clary — Printed Name
6805 Mosswood Dr. — Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 25
Date Mailed: June 11, 2021
Case Number: Z-21-0228
Case Name: D.R. Horton Annexation
VAS Planner's Initials

Cristina Odenborg Burns
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland, at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989.

Video Conference information can be found on the City of Midland's website:
http://www.midlandtexas.gov/9671/PrimeGov-Meetings

RECEIVED
JUN 2 2 2021

BY: .....

MIDLAND
Planning Division

RATTLER MIDSTREAM LLC
500 W TEXAS AVE
MIDLAND TX 79701

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I object to this request ✓ **Comments:** Not in agreement to re-zone

Required Information:

Traci Thompson — Property Owner's Signature

Traci Thompson — Printed Name

6703 Mosswood Dr. Midland, Tx 79707 — Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 25
Date Mailed: June 11, 2021
Case Number: Z-21-0228
Case Name: D.R. Horton Annexation
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Video Conference information can be found on the City of Midland's website:
http://www.midlandtexas.gov/9671/PrimeGov-Meetings









City Council Meeting

Item Number: 29

Meeting Date: August 24, 2021

To: City Council / City Manager

From: Kelly Martinez, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3, BLOCK 3, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF NORTH MADISON STREET, APPROXIMATELY 146 FEET SOUTH OF SOUTH STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Jose Chavez, is requesting to rezone the property located at 507 N. Madison Street to allow for the construction of a residential home.

Recommended City Council Action:

Approve

Fiscal Impact:

This request does not require any City funds.

Current Zoning:

LI, Light Industrial District

Surrounding Zoning and Land Use:

The properties to the north, east, and west are zoned LI, Light Industrial District, and the

locations of vacant land, the City's fuel station, and a residential home. The property to the south is zoned SF-3, Single-Family Dwelling District and the location of a residential home.

Analysis:

The applicant, Jose Chavez, is requesting to rezone the property from LI, Light Industrial District to SF-3, Single-Family Dwelling District, to allow for the construction of a residential home. Under the previous zoning code, the current zoning district would have allowed for the construction of single-family homes. Under the new Zoning Code adopted in 2019, residential uses became more specific to single-family zoning districts. The property meets the minimum lot size requirements for the SF-3, Single-Family Dwelling District.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections

Building: (Approved)

No issues. A demolition permit will be required for the removal of existing structure. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Engineering: (Approved)

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Code: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Planning:

This request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 3 An Integrated Land Use Vision, “Future Land Use Map” as it designates this area for urban-medium. This designation calls for a mix of uses that include single-family homes and neighborhood and community commercial. This request also fits with the characteristics of the surrounding area.

This request was approved at the August 2, 2021 Planning and Zoning Commission meeting.

Therefore, staff recommends approval of this zone change from LI, Light Industrial District to SF-3, Single-Family Dwelling District, subject to condition A.

Conditions:

A. **That the use and development of this property shall conform to the regulations of the SF-3, Single-Family Dwelling District.**

Letters of Objection:

Staff has not received any letters of objection as of August 18, 2021.

Attachments:

Application
Maps

Robert Patrick

City Manager’s Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3, BLOCK 3, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF NORTH MADISON STREET, APPROXIMATELY 146 FEET SOUTH OF SOUTH STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 3, Block 3, Moody Addition, City and County of Midland, Texas (the "Property") to SF-3, Single-Family Dwelling District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from LI, Light Industrial District to SF-3, Single-Family Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: 2-21-0249

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)*			
Printed Name: Jose Chavez		Phone (575) 694-3413 Email ferre_chavez@ymail.com	
Address 507 N Madison	City Midland	State TX	Zip 79701

Property Owner			
Printed Name: Jose Chavez		Phone (575) 694-3413 Email ferre_chavez@ymail.com	
Address 1611 La mesa Rd	City Midland	State TX	Zip 79701

Representative *(if different from Applicant or Property Owner)*			
Firm:		Phone ( ) Email	
Printed Name:			
Address	City	State	Zip

Street Address: 507 N Madison

Legal Description
Lot: Block: Subdivision:

Current Zoning: LI	**Proposed Zone:** SF-3 *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: Casa nueva

Present Use of Property: Vacino

Proposed Use of Property: Casa nueva

How would this zone change affect the public health, safety and welfare?

Describe how conditions affecting the property have changed since present zoning designation:

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature): Stanley Lund	Date: 6-30-21
Applicant (printed):	
Property Owner (signature): Stanley Lund	Date: 6-30-21
Property Owner (printed) :	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear_____who, being by me duly sworn, upon oath says: That (s)he is the owner of _____or authorized by_____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

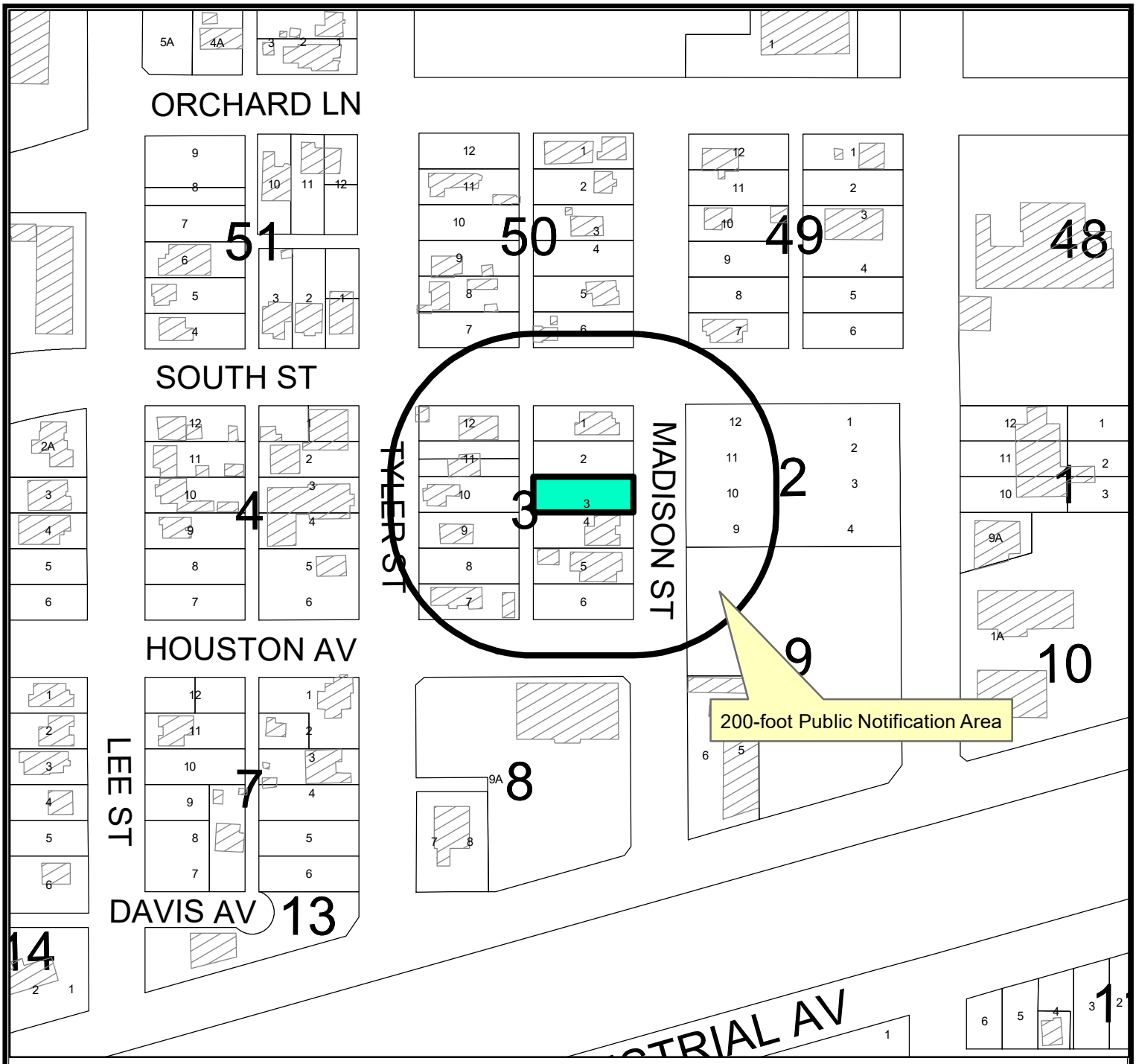
Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☐ Dimensioned Site Plan N/A
☑ Application Fee	☐ Plans in Digital Format (PDF/JPEG) N/A
Check # Credit	
Received By: Joseph Manyuk	Date: JUN 30 2021

Application will not be considered for scheduling until reviewed by staff.



LOCATION MAP

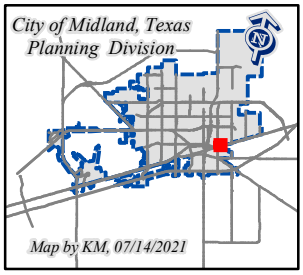
Z-21-0249 **Scale: 1" = 200'**

Consider a request by Jose Chavez for a zone change from LI, Light Industrial District to SF-3, Single-Family Dwelling District on Lot 3, Block 3, Moody Addition, City and County of Midland, Texas.

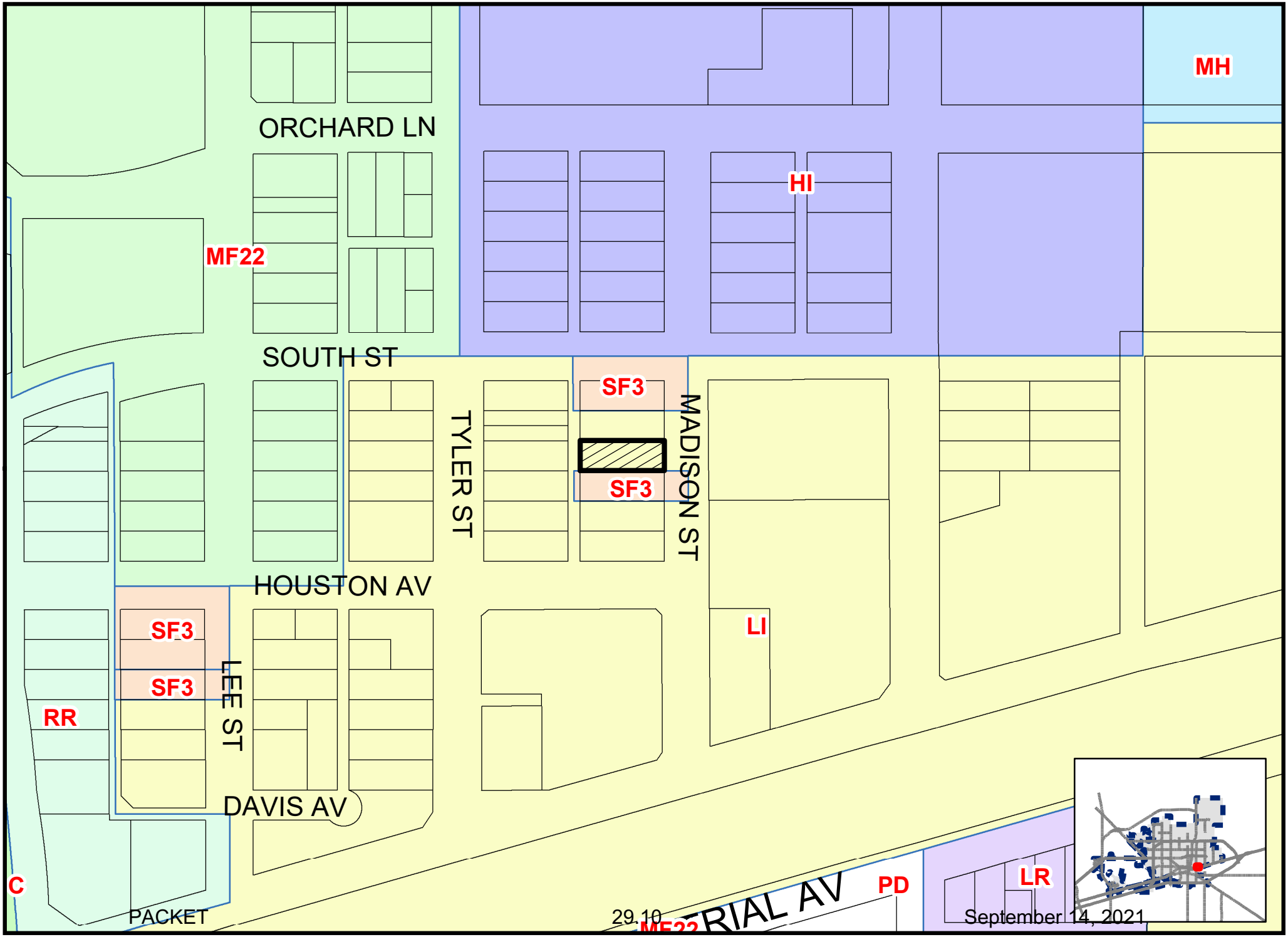
Generally located on the west side of N. Madison Street, approximately 146-feet south of South Street. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By KM, 07/12/2021

Z-21-0249

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.


STOP







City Council Meeting

Item Number: 30

Meeting Date: August 24, 2021

To: City Council / City Manager

From: Valerie A. Sherman, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 2, WALLACE HEIGHTS ADDITION, SECTION 9, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE SOUTH SIDE OF SINCLAIR AVENUE, APPROXIMATELY 290 FEET EAST OF NORTH LOOP 250 WEST); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Manor Park Inc., is requesting an amendment to their approved site plan on Lot 2, Block 2, Wallace Heights Addition, Section 9, City and County of Midland, Texas.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Discussion:

Surrounding Zoning and Land Use:

The property to the north is zoned PD, Planned District for a Housing Development. The

properties to the east are zoned SF-1, Single-Family Dwelling District and O1, Office District. The properties to the south across Andrews Highway are zoned RR, Regional Retail District, and LR Local Retail District. The properties to the west are zoned RR, Regional Retail District and PD, Planned District for a Transitional District.

Analysis:

The applicant, Manor Park, Inc., is requesting to amend their site plan to allow a restaurant with a Specific Use Designation With Term at 5323 Sinclair Avenue in Manor Park South. The site plan, attached hereto as Exhibit A, shows a planned development of sixty-seven (67) single-family residences and a restaurant building of approximately 7,701 square feet. The restaurant located at 5323 Sinclair Avenue, will dedicate 4,774 square feet to the dining area, bistro, serving kitchen, activity rooms, art studio, games/cards room, lobby, and north and south patios, and will be used as the alcohol serviceable area. Additionally, the remaining square footage will be used as office space, main kitchen, and storage rooms.

A total of 41 shared parking spaces are proposed, of which 4 will be accessible spaces.

In conclusion, other than the new use of restaurant, the proposed development has remained the same.

This proposed project has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Building: (Approved)

No Objections. Existing building being used for Alcohol sales inside the Manor Park complex.

Engineering: (Approved)

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Fire: (Approved)

No objections.

Oil and Gas: (Approved)

No Oil and Gas issues.

Planning:

This request has been recommended for approval at the August 2, 2021 Planning and Zoning Commission meeting.

Staff recommends approval of the zone change from a PD, Planned Development District for a Housing Development to amended PD, Planned Development District for a Housing Development, subject to conditions A through F.

Conditions:

A. That the property shall significantly conform to the site plan attached hereto as Exhibit “A”.

B. That the use and development of this property shall conform to the regulations of the MF-16, Multiple Family Dwelling District, except as stated below.

C. That a restaurant may be located in the community building. The sale of alcoholic beverages for on-premises consumption shall be permitted therein only if a Specific Use Designation With Term permitting such alcoholic beverage sales is in effect. If a Specific Use Designation With Term permitting the sale of alcoholic beverages for on-premises consumption is in effect, such alcoholic beverage sales shall conform to the terms and conditions of the ordinance granting the Specific Use Designation With term.

D. That the landscaping shown in Exhibit “A” shall be considered illustrative. That the landscaping shall conform to the regulations set forth in Title XI, Chapter 9 of the City Code.

E. That the minimum number of required parking spaces shall be shown on Exhibit "A.

F. That the fencing shall significantly conform to Exhibit “A.

Letters of Objection:

As of August 11, 2021, staff has not received any letters of objection.

Attachments:

Site Plan (Exhibit A)
Application
Maps

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 2, WALLACE HEIGHTS ADDITION, SECTION 9, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE SOUTH SIDE OF SINCLAIR AVENUE, APPROXIMATELY 290 FEET EAST OF NORTH LOOP 250 WEST); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 2, Block 2, Wallace Heights Addition, Section 9, City and County of Midland, Texas (the "Property") to an amended PD, Planned Development District for a Housing Development and adopting a site plan therefor, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from PD, Planned Development District for a Housing Development to an amended PD, Planned Development District for a Housing Development.

SECTION TWO. That the base zoning district to which the use and development of the Property shall conform, except as modified by Section Three of this ordinance, is the MF-16, Multiple-Family Dwelling District.

SECTION THREE. That a site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes, is hereby adopted, and the use and development of the Property shall be subject to the following conditions and restrictions:

A. That the Property shall significantly conform to the site plan attached hereto as Exhibit "A".

B. That a restaurant may be located in the community building. The sale of alcoholic beverages for on-premises consumption shall be permitted therein only if a Specific Use Designation With Term permitting such alcoholic beverage sales is in effect. If a Specific Use Designation With Term permitting the sale of alcoholic beverages for on-premises consumption is in effect, such alcoholic beverage sales shall conform to the terms and conditions of the ordinance granting the Specific Use Designation With Term.

C. That the landscaping shown in Exhibit "A" shall be considered illustrative. The landscaping shall conform to the regulations set forth in Title XI, Chapter 9 of the City Code.

D. That the minimum number of required parking spaces shall be as shown in Exhibit "A".

E. That the fencing shall significantly conform to Exhibit "A".

SECTION FOUR. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FIVE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION SIX. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more

sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SEVEN. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION EIGHT. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

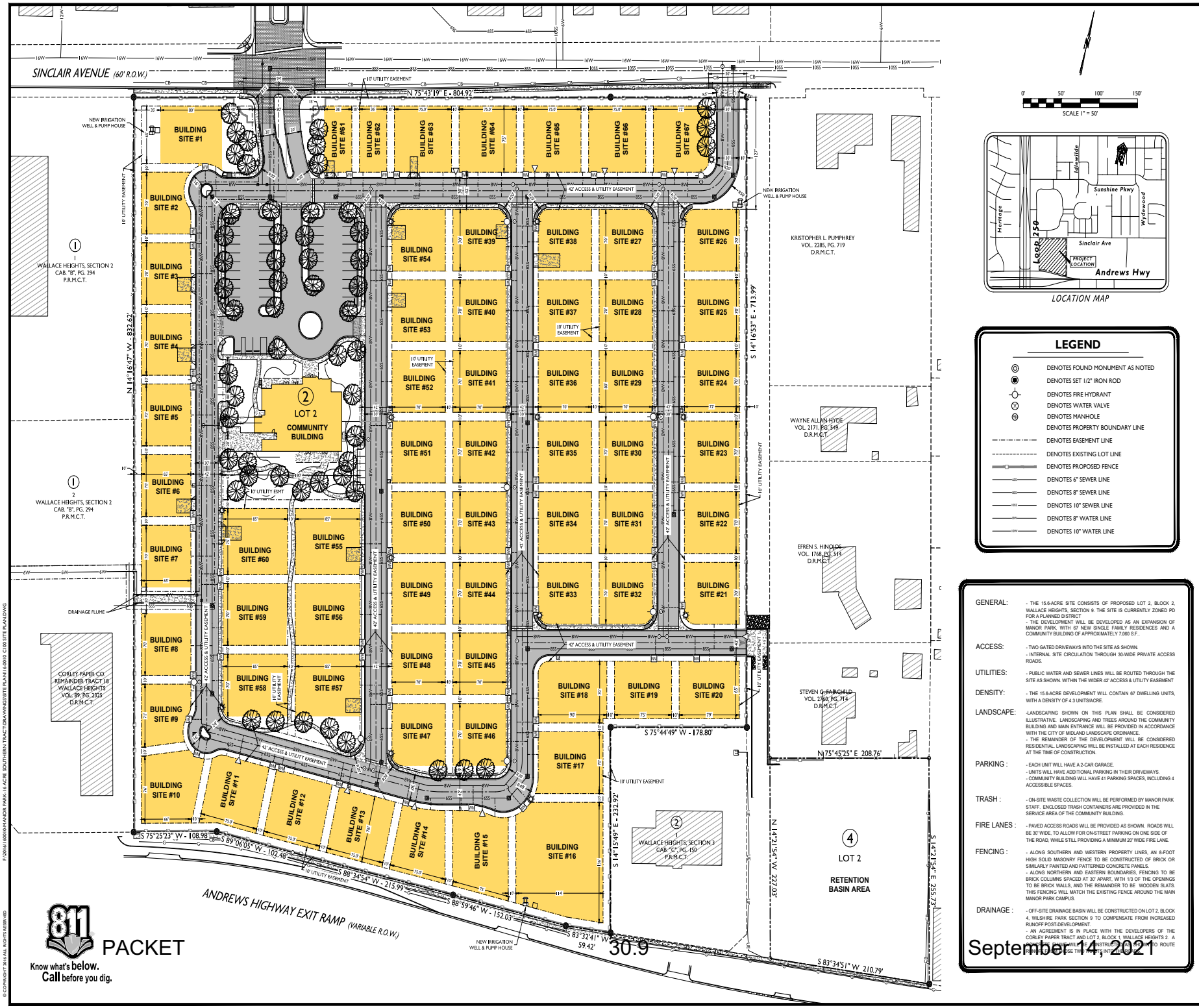
_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney



LEGEND

- DENOTES FOUND MONUMENT AS NOTED
- DENOTES SET 1/2" IRON ROD
- DENOTES FIRE HYDRANT
- DENOTES WATER VALVE
- DENOTES MANHOLE
- DENOTES PROPERTY BOUNDARY LINE
- DENOTES EASEMENT LINE
- DENOTES EXISTING LOT LINE
- DENOTES PROPOSED FENCE
- DENOTES 6" SEWER LINE
- DENOTES 8" SEWER LINE
- DENOTES 10" SEWER LINE
- DENOTES 8" WATER LINE
- DENOTES 10" WATER LINE

GENERAL: - THE 15.6-ACRE SITE CONSISTS OF PROPOSED LOT 2, BLOCK 2, WALLACE HEIGHTS, SECTION 9. THE SITE IS CURRENTLY ZONED PD FOR A PLANNED DISTRICT.
- THE DEVELOPMENT WILL BE DEVELOPED AS AN EXPANSION OF MANOR PARK, WITH 67 NEW SINGLE FAMILY RESIDENCES AND A COMMUNITY BUILDING OF APPROXIMATELY 7,000 S.F..

ACCESS: - TWO GATED DRIVEWAYS INTO THE SITE AS SHOWN.
- INTERNAL SITE CIRCULATION THROUGH 30-WIDE PRIVATE ACCESS ROADS.

UTILITIES: - PUBLIC WATER AND SEWER LINES WILL BE ROUTED THROUGH THE SITE AS SHOWN. WITHIN THE WIDER 42' ACCESS & UTILITY EASEMENT

DENSITY: - THE 15.6-ACRE DEVELOPMENT WILL CONTAIN 67 DWELLING UNITS, WITH A DENSITY OF 4.3 UNITS/ACRE.

LANDSCAPE: -LANDSCAPING SHOWN ON THIS PLAN SHALL BE CONSIDERED ILLUSTRATIVE. LANDSCAPING AND TREES AROUND THE COMMUNITY BUILDING AND MAIN ENTRANCE WILL BE PROVIDED IN ACCORDANCE WITH THE CITY OF MIDLAND LANDSCAPE ORDINANCE.
- THE REMAINDER OF THE DEVELOPMENT WILL BE CONSIDERED RESIDENTIAL. LANDSCAPING WILL BE INSTALLED AT EACH RESIDENCE AT THE TIME OF CONSTRUCTION.

PARKING : - EACH UNIT WILL HAVE A 2-CAR GARAGE.
- UNITS WILL HAVE ADDITIONAL PARKING IN THEIR DRIVEWAYS.
- COMMUNITY BUILDING WILL HAVE 41 PARKING SPACES, INCLUDING 4 ACCESSIBLE SPACES.

TRASH : - ON-SITE WASTE COLLECTION WILL BE PERFORMED BY MANOR PARK STAFF. ENCLOSED TRASH CONTAINERS ARE PROVIDED IN THE SERVICE AREA OF THE COMMUNITY BUILDING.

FIRE LANES : - PAVED ACCESS ROADS WILL BE PROVIDED AS SHOWN. ROADS WILL BE 30' WIDE, TO ALLOW FOR ON-STREET PARKING ON ONE SIDE OF THE ROAD, WHILE STILL PROVIDING A MINIMUM 20' WIDE FIRE LANE.

FENCING : - ALONG SOUTHERN AND WESTERN PROPERTY LINES, AN 8-FOOT HIGH SOLID MASONRY FENCE TO BE CONSTRUCTED OF BRICK OR SIMILARLY PAINTED AND PATTERNED CONCRETE PANELS.
- ALONG NORTHERN AND EASTERN BOUNDARIES, FENCING TO BE BRICK COLUMNS SPACED AT 30' APART, WITH 1/3 OF THE OPENINGS TO BE BRICK WALLS, AND THE REMAINDER TO BE WOODEN SLATS. THIS FENCING WILL MATCH THE EXISTING FENCE AROUND THE MAIN MANOR PARK CAMPUS.

DRAINAGE : - OFF-SITE DRAINAGE BASIN WILL BE CONSTRUCTED ON LOT 2, BLOCK 4, WILSHIRE PARK SECTION 9 TO COMPENSATE FROM INCREASED RUNOFF POST-DEVELOPMENT.
- AN AGREEMENT IS IN PLACE WITH THE DEVELOPERS OF THE CORLEY PAPER TRACT AND LOT 2, BLOCK 1, WALLACE HEIGHTS 2. A [illegible] TO ROUTE [illegible] TYPE TWO DRAINAGE [illegible]

MAVERICK ENGINEERING
1909 West Wall Street, Suite "K"
Midland, Texas 79701
Tel: (432) 262-0993 Fax: (432) 262-0989
www.Maverick-Eng.com
TBPE#: F-15089

REVISIONS	BY	APPR.	DATE
02242021 EXPANDED SITES			

DRAWN BY: CB
CHECKED BY: PRH
APPROVED BY: PRH
DATE: 02242021
JOB: 16-0010

SITE PLAN
MANOR PARK SOUTH
LOT 2, BLOCK 2, WALLACE HEIGHTS, SECTION 9
CITY AND COUNTY OF MIDLAND, TEXAS

SHEET: C100 OF 01

811 Know what's below. Call before you dig.

PACKET 30.9 September 14, 2021

F:\2016\16-0010\MANOR PARK-16 ACRE SOUTHERN TRACT\DRAWINGS\SITE PLAN\16-0010 C100 SITE PLAN.DWG
© COPYRIGHT 2016 ALL RIGHTS RESERVED

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Jay Hobbs		Phone (325) 668-8097 Email JHOBBS@MANORPARKINC.ORG	
Address 2208 N Loop 250 West	City Midland	State TX	Zip 79707

Property Owner Printed Name: Alan Hale, Executive Director		Phone (432) 967-3905 Email ahale@manorparkinc.org	
Address 2208 N. Loop 250 W	City Midland	State TX	Zip 79707

Representative *(if different from Applicant or Property Owner)* Firm: Manor Park Inc Printed Name: Jay Hobbs		Phone ( ) Email	
Address 208 N Loop 250 West	City Midland	State TX	Zip 79707

Street Address: 5323 SINCLAIR AVE

Legal Description
Lot: 2 Block: 2 Subdivision: WALLACE HEIGHTS ADDITION, SECTION 9

Current Zoning: PD-HD	**Proposed Zone:** PD-HD *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: TO MODIFY ZONING TO ALLOW A COMMUNITY CENTER/RESTURANT FOR AN SUD IN MANOR PARK SOUTH.

Present Use of Property: UNDER-DEVELOPMENT (SENIOR & ASSISTED HOUSING)

Proposed Use of Property: SENIOR & ASSISTANT HOUSING

How would this zone change affect the public health, safety and welfare? NO AFFECT

Describe how conditions affecting the property have changed since present zoning designation: NO CHANGE. PROJECT UNDER CONSTRUCTION

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date: July 21, 2021
Applicant (printed): Jay Hobbs	
Property Owner (signature):	Date: July 21, 2021
Property Owner (printed) : Alan Hale	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Jay Hobbs who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by Alan Hale, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 21 day of July, 2021, to certify which witness my hand and seal of office.

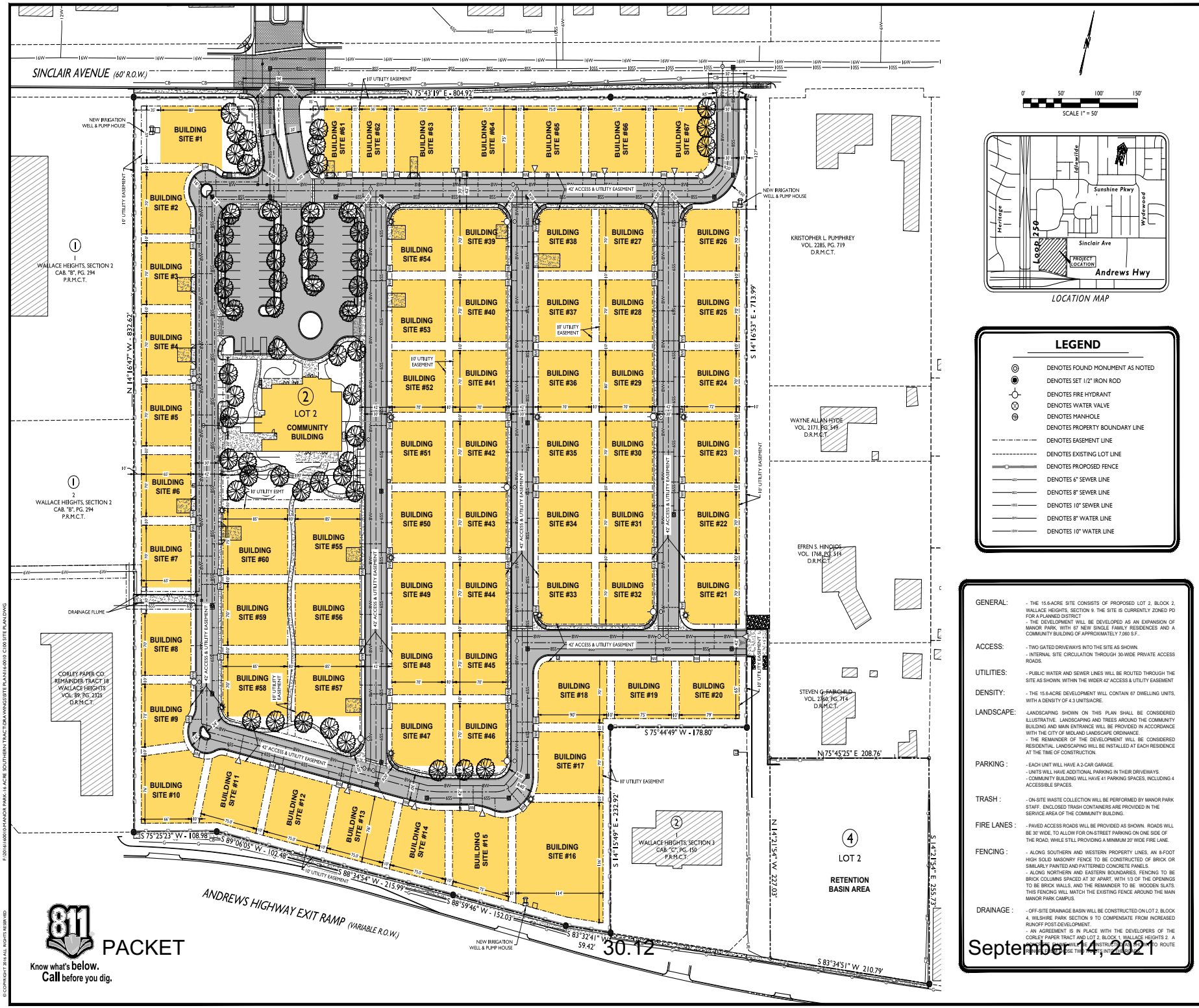
Nancy Angela Ervin
My Commission Expires
12/06/2023
ID No. 8870404

Nancy Angela Ervin

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
☐ Property Owner Authorization	☐ Dimensioned Site Plan
☐ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check #_____	
Received By:	Date:

****Application will not be considered for scheduling until reviewed by a planner.****



0' 50' 100' 150'
SCALE 1" = 50'

LOCATION MAP

LEGEND

- DENOTES FOUND MONUMENT AS NOTED
- DENOTES SET 1/2" IRON ROD
- DENOTES FIRE HYDRANT
- DENOTES WATER VALVE
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- AN AGREEMENT IS IN PLACE WITH THE DEVELOPERS OF THE CORLEY PAPER TRACT AND LOT 2, BLOCK 1, WALLACE HEIGHTS 2. A [illegible] TO ROUTE [illegible] TO THE [illegible]

811 Know what's below. Call before you dig.

PACKET 30.12 September 14, 2021

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F:\2016\160010\MANOR PARK-16 ACRE SOUTHERN TRACT\DRAWINGS\SITE PLAN\160010 C100 SITE PLAN.DWG

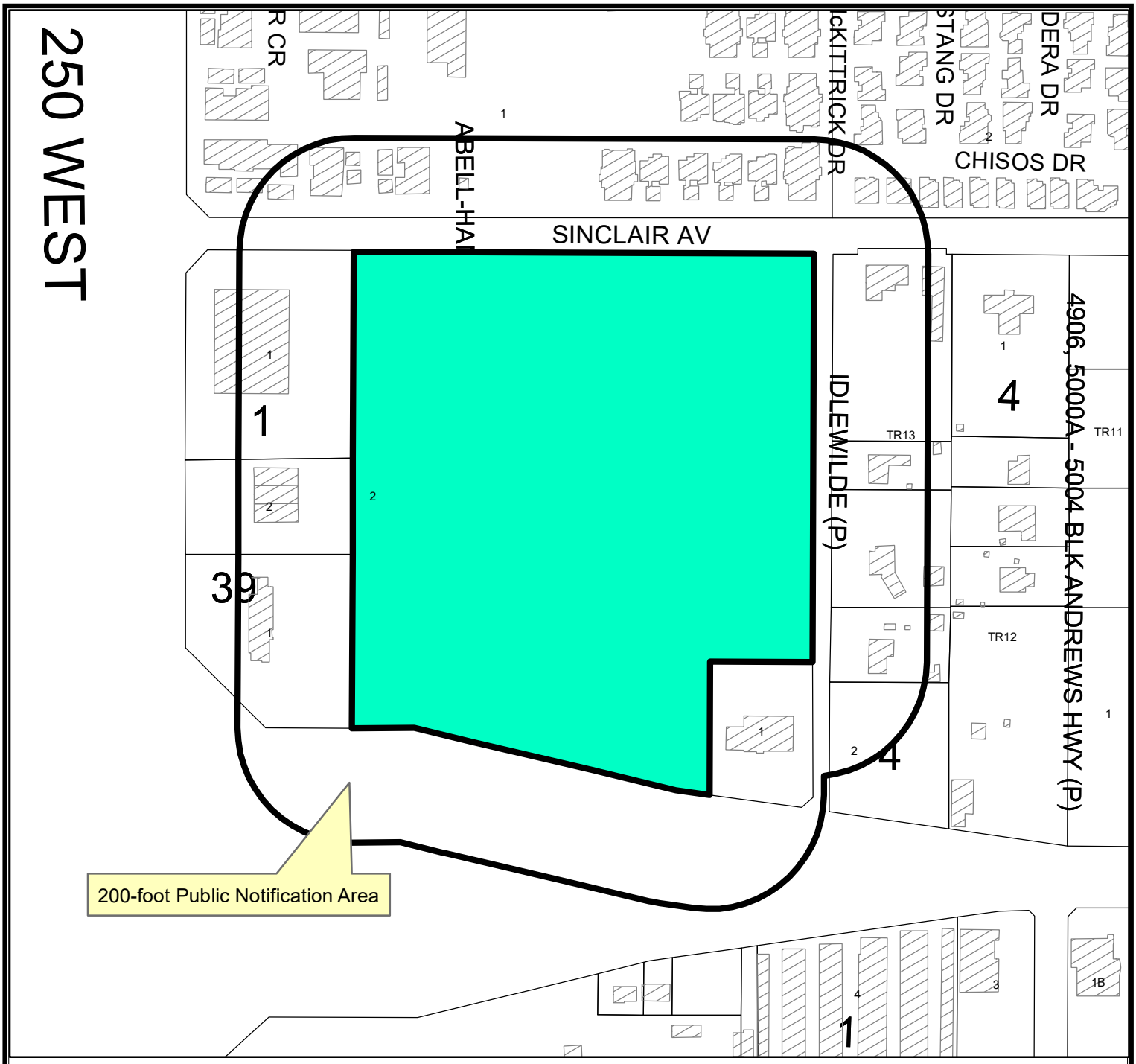
MAVERICK ENGINEERING
1909 West Wall Street, Suite "K"
Midland, Texas 79701
Tel: (432) 262-0993 Fax: (432) 262-0989
www.Maverick-Eng.com
TBPE#: F-15089

REVISIONS	BY	APPR.	DATE
1 02/24/2021 EXPANDED SITES			

DRAWN BY: CB
CHECKED BY: PRH
APPROVED BY: PRH
DATE: 02/24/2021
JOB: 160010

SITE PLAN
MANOR PARK SOUTH
LOT 2, BLOCK 2, WALLACE HEIGHTS, SECTION 9
CITY AND COUNTY OF MIDLAND, TEXAS

SHEET C100 OF 01



LOCATION MAP

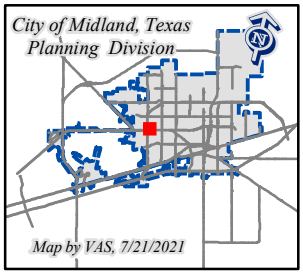
Z-21-0254 **Scale: 1" = 250'**

Consider a request by Manor Park, Inc., for a zone change from PD, Planned Development District for a Housing Development to Amended PD, Planned Development District for a Housing Development on Lot 2, Block 2, Wallace Heights Addition, Section 9, City and County of Midland, Texas.

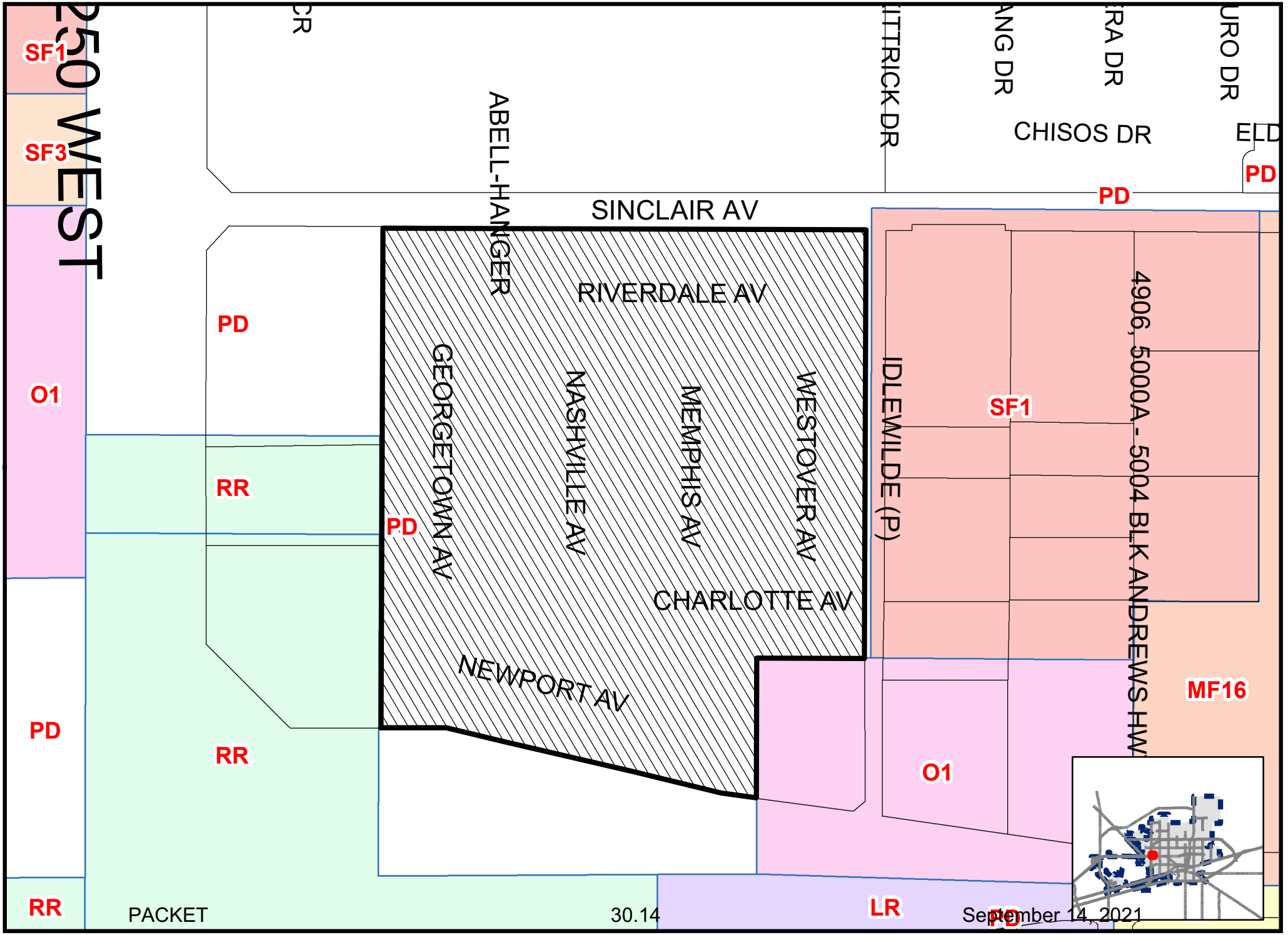
Generally located on the south side of Sinclair Avenue, approximately 290 feet east of N. Loop 250 West. (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



September 14, 2021



Map By VAS, 7/21/2021

Z-21-0254

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

ORDINANCE NO. 10177

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 2, WALLACE HEIGHTS ADDITION, SECTION 9, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE SOUTH SIDE OF SINCLAIR AVENUE, APPROXIMATELY 290 FEET EAST OF NORTH LOOP 250 WEST); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 2, Block 2, Wallace Heights Addition, Section 9, City and County of Midland, Texas (the "Property") to an amended PD, Planned Development District for a Housing Development and adopting a site plan therefor, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from PD, Planned Development District for a Housing Development to an amended PD, Planned Development District for a Housing Development.

SECTION TWO. That the base zoning district to which the use and development of the Property shall conform, except as modified by Section Three of this ordinance, is the MF-16, Multiple-Family Dwelling District.

SECTION THREE. That a site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes, is hereby adopted, and the use and development of the Property shall be subject to the following conditions and restrictions:

A. That the Property shall significantly conform to the site plan attached hereto as Exhibit "A".

B. That the landscaping shown in Exhibit "A" shall be considered illustrative. The landscaping shall conform to the regulations set forth in Title XI, Chapter 9 of the City Code.

C. That the minimum number of required parking spaces shall be as shown in Exhibit "A".

D. That the fencing shall significantly conform to Exhibit "A".

SECTION FOUR. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FIVE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION SIX. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SEVEN. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION EIGHT. The City Secretary is hereby authorized and directed to publish

the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 27th day of April, A.D., 2021; and passed to second reading on motion of Council member Trost, seconded by Council member Dufford, by the following vote:

Council members voting "AYE": Blong, Trost, Robnett, Dufford, Ladd, Norman

Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Norman, seconded by Council member Blong, on the 11th day of May, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE": Blong, Robnett, Payton, Dufford, Ladd, Norman

Council members voting "NAY": None

PASSED AND APPROVED THIS 11th day of May, A.D., 2021.

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

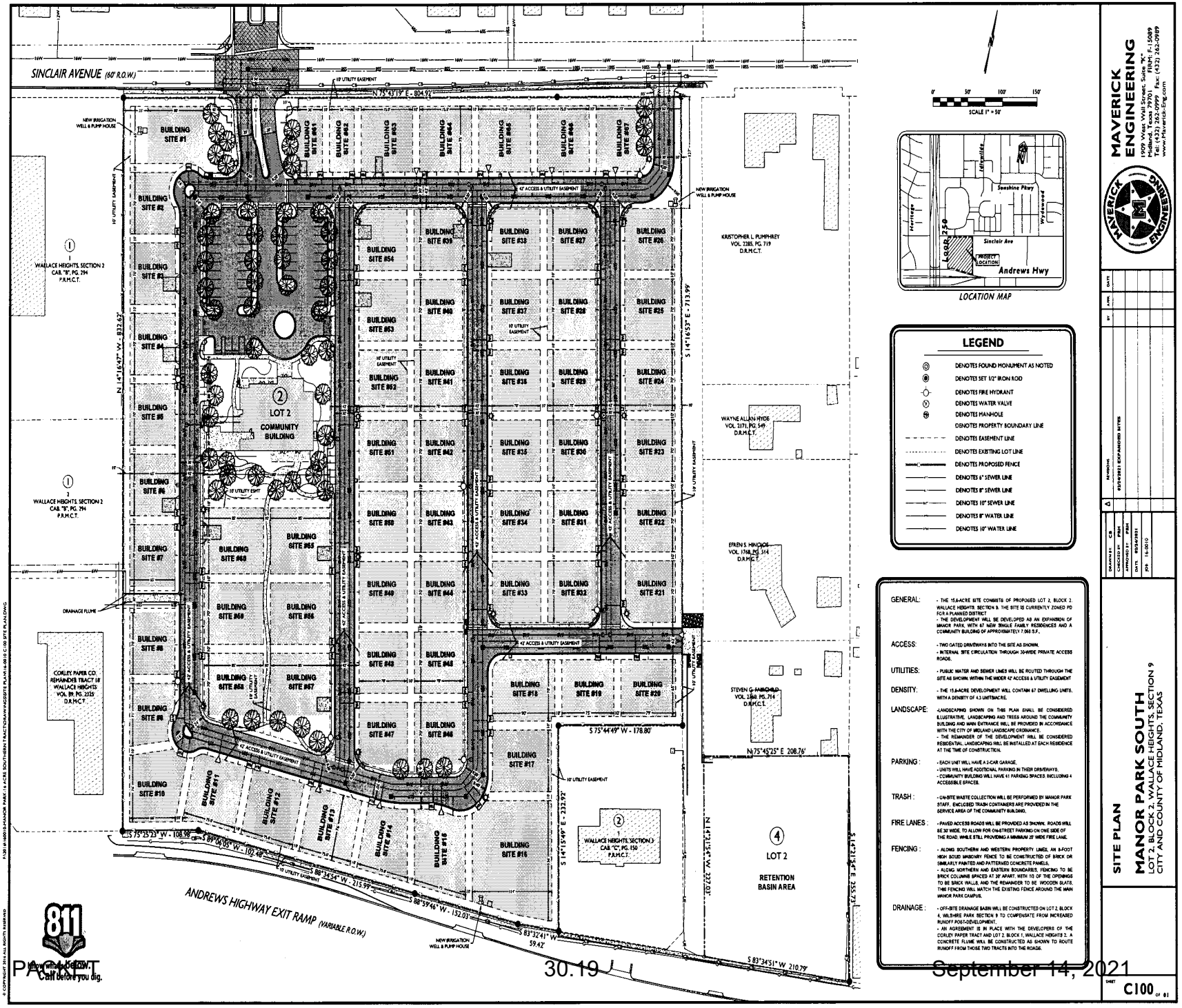
APPROVED AS TO CONTENT
AND COMPLETENESS:

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

Exhibit A



LEGEND

- DENOTES FOUND MONUMENT AS NOTED
- DENOTES SET 1/2" IRON ROD
- DENOTES FIRE HYDRANT
- DENOTES WATER VALVE
- DENOTES MANHOLE
- DENOTES PROPERTY BOUNDARY LINE
- DENOTES EASEMENT LINE
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- DENOTES 10" SEWER LINE
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GENERAL: - THE 15.6-ACRE SITE CONSISTS OF PROPOSED LOT 2, BLOCK 2, WALLACE HEIGHTS, SECTION 3. THE SITE IS CURRENTLY ZONED PD FOR A PLANNED DISTRICT.
- THE DEVELOPMENT WILL BE DEVELOPED AS AN EXPANSION OF MANOR PARK, WITH 67 NEW SINGLE FAMILY RESIDENCES AND A COMMUNITY BUILDING OF APPROXIMATELY 7,066 S.F..

ACCESS: - TWO GATED DRIVEWAYS INTO THE SITE AS SHOWN.
- INTERNAL SITE CIRCULATION THROUGH 30-WIDE PRIVATE ACCESS ROADS.

UTILITIES: - PUBLIC WATER AND SEWER LINES WILL BE ROUTED THROUGH THE SITE AS SHOWN WITHIN THE WIDER 42' ACCESS & UTILITY EASEMENT

DENSITY: - THE 15.6-ACRE DEVELOPMENT WILL CONTAIN 67 DWELLING UNITS, WITH A DENSITY OF 4.3 UNITS/ACRE.

LANDSCAPE: -LANDSCAPING SHOWN ON THIS PLAN SHALL BE CONSIDERED ILLUSTRATIVE. LANDSCAPING AND TREES AROUND THE COMMUNITY BUILDING AND MAIN ENTRANCE WILL BE PROVIDED IN ACCORDANCE WITH THE CITY OF MIDLAND LANDSCAPE ORDINANCE.
- THE REMAINDER OF THE DEVELOPMENT WILL BE CONSIDERED RESIDENTIAL. LANDSCAPING WILL BE INSTALLED AT EACH RESIDENCE AT THE TIME OF CONSTRUCTION.

PARKING: - EACH UNIT WILL HAVE A 2-CAR GARAGE.
- UNITS WILL HAVE ADDITIONAL PARKING IN THEIR DRIVEWAYS.
- COMMUNITY BUILDING WILL HAVE 41 PARKING SPACES, INCLUDING 4 ACCESSIBLE SPACES.

TRASH: - ON-SITE WASTE COLLECTION WILL BE PERFORMED BY MANOR PARK STAFF. ENCLOSED TRASH CONTAINERS ARE PROVIDED IN THE SERVICE AREA OF THE COMMUNITY BUILDING.

FIRE LANES: - PAVED ACCESS ROADS WILL BE PROVIDED AS SHOWN. ROADS WILL BE 30' WIDE, TO ALLOW FOR ON-STREET PARKING ON ONE SIDE OF THE ROAD, WHILE STILL PROVIDING A MINIMUM 20' WIDE FIRE LANE.

FENCING: - ALONG SOUTHERN AND WESTERN PROPERTY LINES, AN 8-FOOT HIGH SOLID MASONRY FENCE TO BE CONSTRUCTED OF BRICK OR SIMILARLY PAINTED AND PATTERNED CONCRETE PANELS.
- ALONG NORTHERN AND EASTERN BOUNDARIES, FENCING TO BE BRICK COLUMNS SPACED AT 20' APART, WITH 10' OF THE OPENINGS TO BE BRICK WALLS, AND THE REMAINDER TO BE WOODEN SLATS. THIS FENCING WILL MATCH THE EXISTING FENCE AROUND THE MAIN MANOR PARK CAMPUS.

DRAINAGE: - OFF-SITE DRAINAGE BASIN WILL BE CONSTRUCTED ON LOT 2, BLOCK 4, WILSHIRE PARK SECTION 9 TO COMPENSATE FROM INCREASED RUNOFF POST-DEVELOPMENT.
- AN AGREEMENT IS IN PLACE WITH THE DEVELOPERS OF THE CORLEY PAPER TRACT AND LOT 2, BLOCK 1, WALLACE HEIGHTS 2. A CONCRETE FLUME WILL BE CONSTRUCTED AS SHOWN TO ROUTE RUNOFF FROM THOSE TWO TRACTS INTO THE ROADS.

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MAVERICK ENGINEERING
1909 West Wall Street, Suite "K"
Midland, Texas 79701
Tel: (432) 262-2999 Fax: (432) 262-0989
www.maverick-eng.com

NO.	REVISIONS	DATE
1	07/29/2021 EXPANDED SITES	

DRAWN BY: CB
CHECKED BY: PBH
DATE: 05/24/2021
JOB: 16-0010

SITE PLAN

MANOR PARK SOUTH
LOT 2, BLOCK 2, WALLACE HEIGHTS, SECTION 9
CITY AND COUNTY OF MIDLAND, TEXAS

SHEET C100 OF 01

10177 ☑ APPROVED

City Council Meeting

Item Number: 11

Meeting Date: April 27, 2021

To: City Council / City Manager

From: Valerie A. Sherman, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 2, WALLACE HEIGHTS ADDITION, SECTION 9, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE SOUTH SIDE OF SINCLAIR AVENUE, APPROXIMATELY 290 FEET EAST OF NORTH LOOP 250 WEST); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Purpose:

The applicant, Manor Park, Inc., is requesting to amend their site plan to modify the building area site along Sinclair Avenue and Andrews Highway frontage. The property is located at 5323 Sinclair Avenue and is the location of Manor Park South.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Discussion:

Surrounding Zoning and Land Use:

The property to the north is zoned PD, Planned District for a Housing Development. The properties to the east are zoned SF-1, Single-Family Dwelling District and O1, Office District. The properties to the south across Andrews Highway are zoned RR, Regional Retail District, and LR Local Retail District. The properties to the west are zoned RR, Regional Retail District and PD, Planned District for a Transitional District.

Analysis:

The site plan, attached hereto as Exhibit A, shows a modification of the lot area for Building Sites #63 through # 67 along Sinclair Avenue, from 36 feet to 75 feet to make seven lots; and to modify the lot area for Building Sites #11 through # 15 along Andrews Highway, from 35 feet to 75 feet to make five lots. No additional changes or modifications of the property are being proposed.

This proposed project has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Engineering: (Approved)

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Code: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Planning:

Per the Future Land Use map, this location is designated as Urban Medium; which calls for a mix of housing types including single-family housings, multi-family housing, commercial, and mixed-use; therefore, this zone change complies with the Future Land Use plan.

This request has been recommended for approval by a unanimous vote at the April 5, 2021 Planning and Zoning Commission meeting.

Staff recommends approval of the zone change from a PD, Planned District for a Housing Development to amended PD, Planned Development District for a Housing Development, subject to conditions A and E.

Conditions:

A. **That the use and development of this property shall conform to the regulations of the MF-16, Multiple Family Dwelling District.**

B. **That this property shall conform to the site plan, which is attached hereto and incorporated herein as Exhibit A.**

C. **That the landscaping shall conform to the regulations set forth in Title XI, Chapter 9 of the City Code.**

D. **That the minimum number of required parking spaces shall be shown on Exhibit "A.**

E. **That the fencing shall significantly conform to Exhibit "A.**

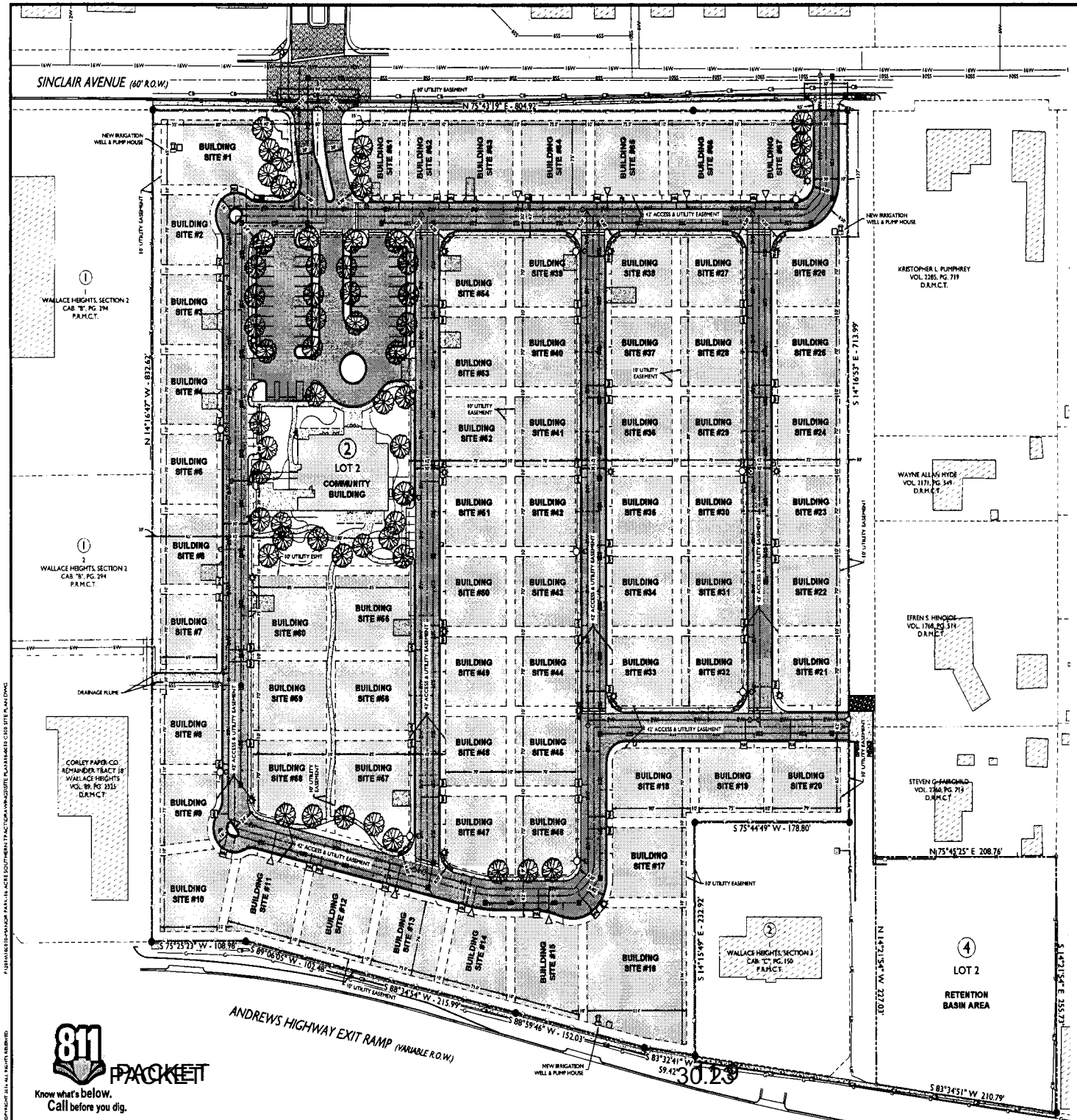
Letters of Objection:

Staff has not received any objections as of April 23, 2021.

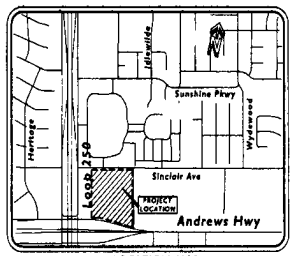
Attachments:

Site Plan (Exhibit A)
Application
Maps
Ordinance No. 9586

Robert Patrick



0' 50' 100' 150'
SCALE 1" = 50'



LOCATION MAP

LEGEND

- DENOTES FOUND MONUMENT AS NOTED
- DENOTES SET 1/2" IRON ROD
- DENOTES FIRE HYDRANT
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ACCESS: - TWO GATED DRIVEWAYS INTO THE SITE AS SHOWN.
- INTERNAL SITE CIRCULATION THROUGH 30-WIDE PRIVATE ACCESS ROADS.

UTILITIES: - PUBLIC WATER AND SEWER LINES WILL BE ROUTED THROUGH THE SITE AS SHOWN, WITHIN THE WIDER 42' ACCESS & UTILITY EASEMENT.

DENSITY: - THE 15.6-ACRE DEVELOPMENT WILL CONTAIN 67 DWELLING UNITS, WITH A DENSITY OF 4.3 UNITS/ACRE.

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DRAINAGE: - OFF-SITE DRAINAGE BASIN WILL BE CONSTRUCTED ON LOT 2, BLOCK 4, WILSHIRE PARK SECTION 9 TO COMPENSATE FROM INCREASED RUNOFF POST-DEVELOPMENT.
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30.23

September 14, 2021

MAVERICK ENGINEERING
1909 West Wall Street, Suite "K"
Midland, Texas 79701 TBPE F-15989
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

BY	APPR.	DATE

REVISIONS
1 REVISED LOT 2 EXPANDED SITES

DRAWN BY: CB
CHECKED BY: PBM
APPROVED BY: PBM
DATE: 02/24/2021
JOB: 16-0910

SITE PLAN
MANOR PARK SOUTH
LOT 2, BLOCK 2, WALLACE HEIGHTS, SECTION 9
CITY AND COUNTY OF MIDLAND, TEXAS

SHEET C100 OF 01

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MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: Z-21-0222

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Manor Park, Inc.		Phone ( ) Email	
Address 2208 N. Loop 250 West	City Midland	State TX	Zip 79707

Property Owner Printed Name: " "		Phone ( ) Email	
Address	City	State	Zip

Representative *(if different from Applicant or Property Owner)* Firm: Maverick Engineering Printed Name: Andrew Mellen, PE		Phone (432-) 262-0999 Email amellen@maverick-eng.com	
Address 1909 W. Wall St. Ste, K	City Midland	State TX	Zip 79701

Street Address: 5323 Sinclair Avenue

Legal Description
Lot: 2 Block: 2 Subdivision: Wallace Heights Addition, Section 9

Current Zoning: PD-HD	**Proposed Zone:** PD-HD *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: Modify area of building sites along Sinclair Ave. & Andrews Hwy frontages

Present Use of Property: Under-development (senior & assisted housing)

Proposed Use of Property: Senior & assisted housing

How would this zone change affect the public health, safety and welfare?
No affect.

Describe how conditions affecting the property have changed since present zoning designation: No change. Project under construction.

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date:
Applicant (printed): Manor Park, Inc.	
Property Owner (signature): Alan Hale	Date: 2-24-21
Property Owner (printed): ALAN HALE	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Andrew L. Mellen, PE who, being by me duly swom, upon oath says: That (s)he is authorized by Manor Park, Inc., the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Andrew L. Mellen
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 24th day of February, 2021, to certify which witness my hand and seal of office.

Kelsey Ann Stine

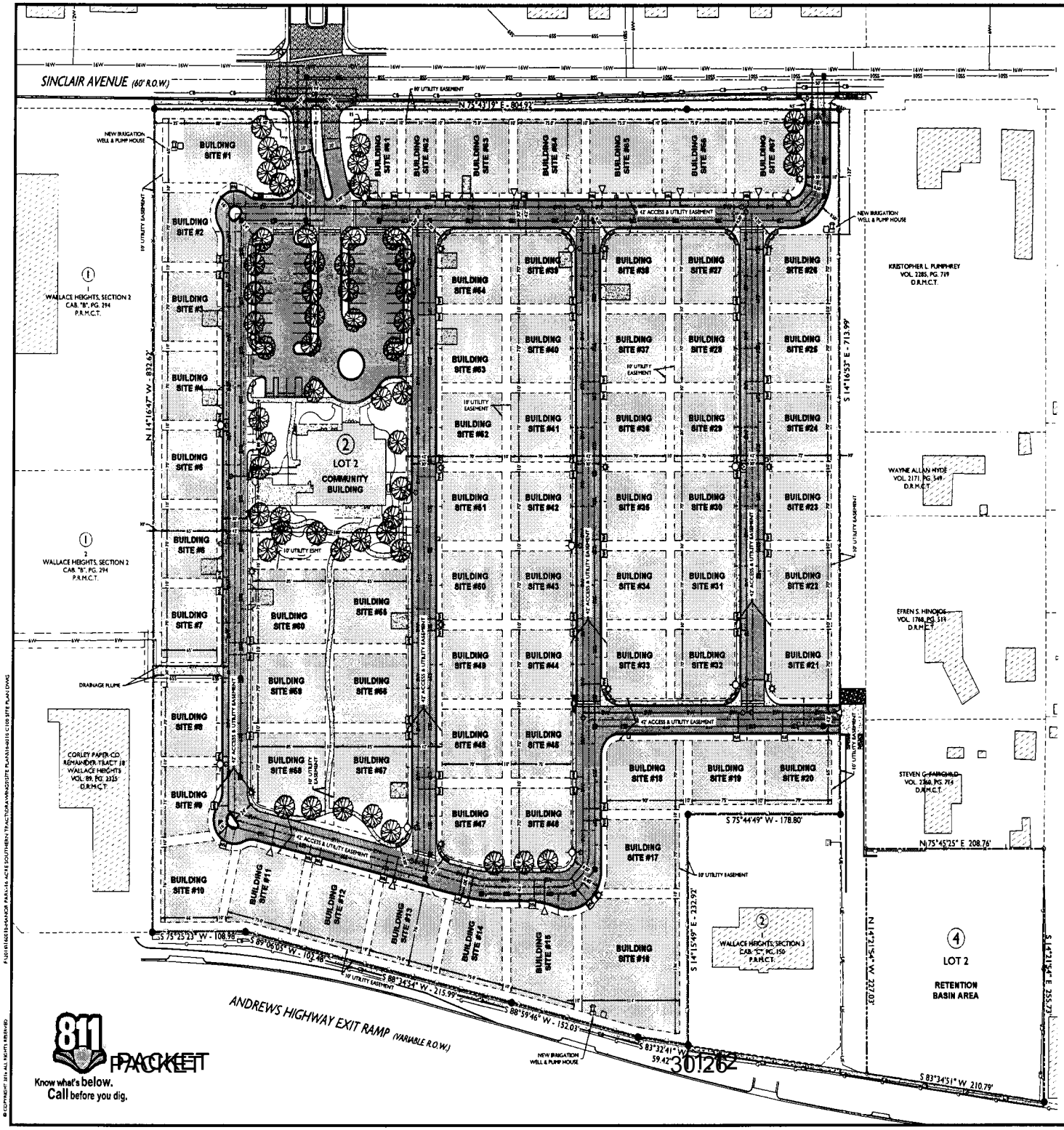
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

NOTARY PUBLIC STATE OF TEXAS
Kelsey Ann Stine
My Commission Expires
02/19/2022
ID No. 131456366

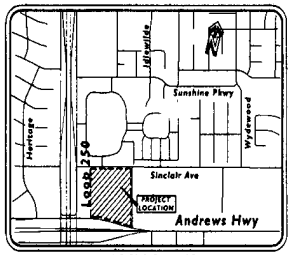
FOR OFFICE USE ONLY

- ☑ Property Owner Authorization
- ☑ Application Fee
- Check # 3353
- ☑ Dimensioned Site Plan
- ☑ Plans in Digital Format (PDF/JPEG)
- Received By: Joseph Marquez
- Date: RECEIVED FEB 24 2021 BY:

****Application will not be considered for scheduling until reviewed by a planner.****



0' 50' 100' 150'
SCALE 1" = 50'



LOCATION MAP

LEGEND

- DENOTES FOUND MONUMENT AS NOTED
- DENOTES SET 1/2" IRON ROD
- DENOTES FIRE HYDRANT
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DENSITY: - THE 15.8-ACRE DEVELOPMENT WILL CONTAIN 67 DWELLING UNITS, WITH A DENSITY OF 4.2 UNITS/ACRE

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September 14, 2021

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MAVERICK ENGINEERING
1909 West Wall Street, Suite "K"
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www.Maverick-Eng.com

NO.	REVISIONS	BY	APPR.	DATE
1	8/24/2021 EXPANDED SITES			

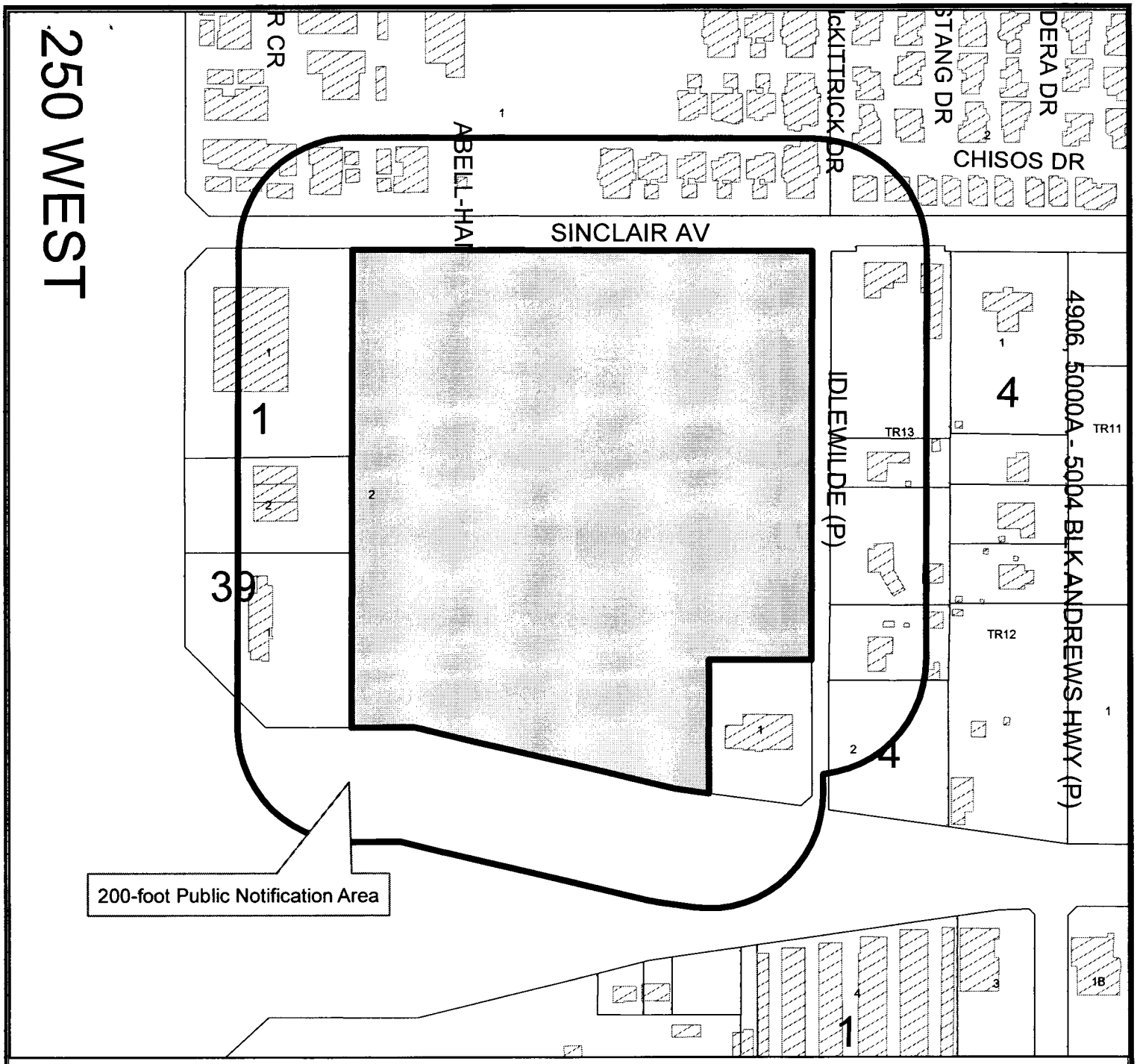
DRAWN BY: CB
CHECKED BY: FRH
APPROVED BY: FRH
DATE: 8/24/2021
JOB: 16-6018

SITE PLAN

MANOR PARK SOUTH

LOT 2, BLOCK 2, WALLACE HEIGHTS, SECTION 9
CITY AND COUNTY OF MIDLAND, TEXAS

SHEET C100 OF 01



LOCATION MAP

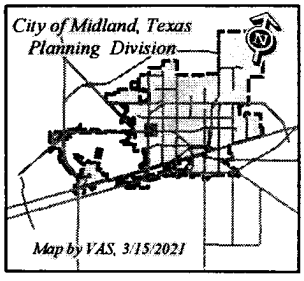
Z-21-0222 **Scale: 1" = 250'**

Consider a request by Manor Park, Inc., for a zone change from PD, Planned District for a Housing Development to Amended PD, Planned Development District for a Housing Development on Lot 2, Block 2, Wallace Heights Addition, Section 9, City and County of Midland, Texas.

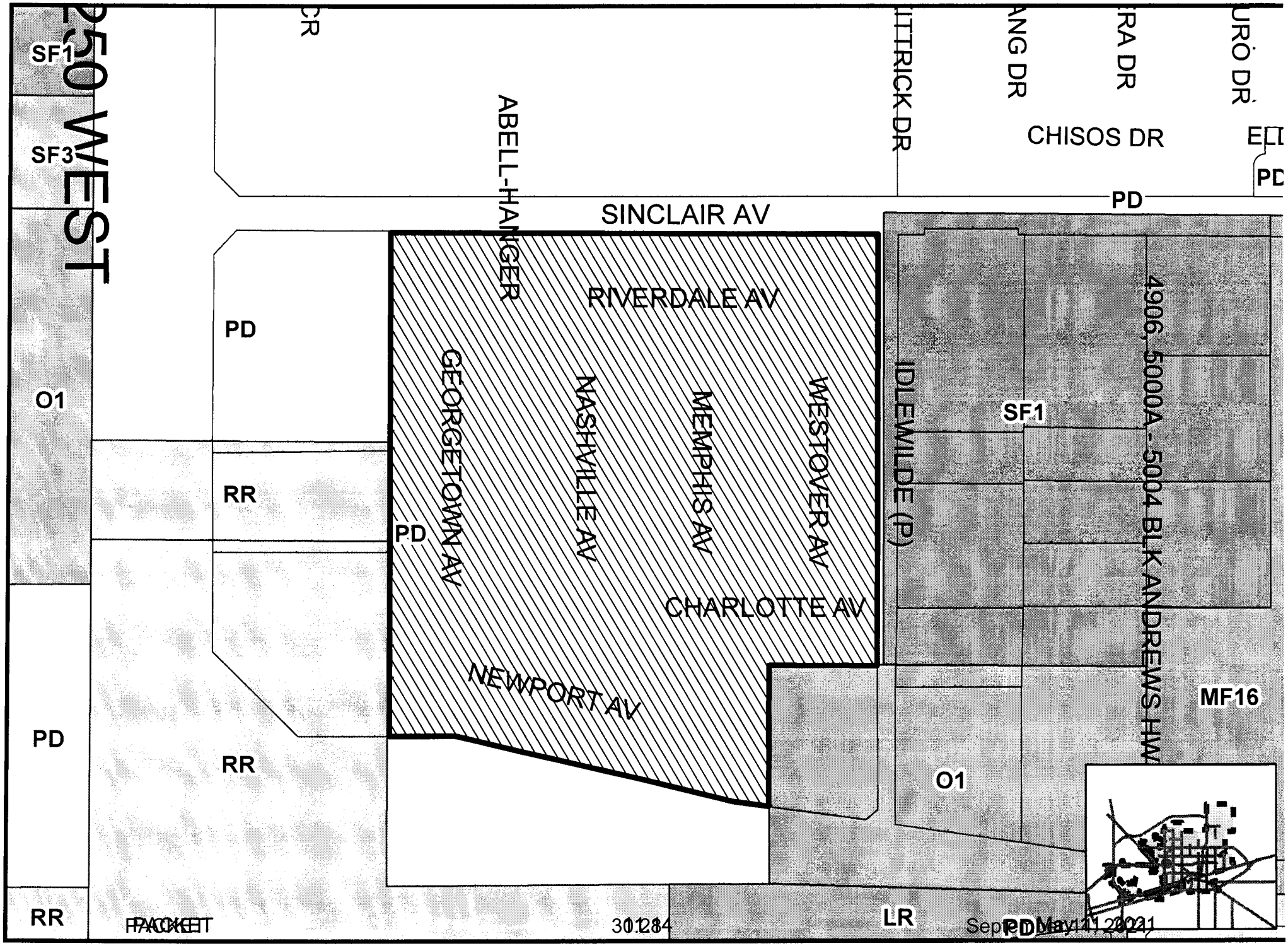
Generally located on the south side of Sinclair Avenue, approximately 200 feet east of N. Loop 250 West. (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



May 11, 2021
September 14, 2021



Map By VAS, 3/15/2021

Z-21-0222

Scale: 1" = 200'

ZONING MAP

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ORDINANCE NO. 9586

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING TRACTS 14, 15, 16, AND 17, WALLACE HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH ARE PRESENTLY ZONED 1F-1, ONE-FAMILY DWELLING DISTRICT, IN PART, MF-1, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART, MF-2, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART, AND TH, TOWNHOUSE DWELLING DISTRICT, IN PART, TO BE USED AS A PD, PLANNED DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE SOUTH SIDE OF SINCLAIR AVENUE, APPROXIMATELY 290 FEET EAST OF NORTH LOOP 250 WEST); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of "Planned Districts" under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the creation of a PD, Planned District for a Housing Development, as set out hereinafter and subject to the conditions and restrictions set out hereinafter;

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

SECTION ONE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned 1F-1, One-Family Dwelling District, in part, MF-1, Multiple-Family Dwelling District, in part, MF-2, Multiple-Family Dwelling District, in part, and TH, Townhouse Dwelling District, in part,

and it shall be used as a PD, Planned District for a Housing Development, said property being described as follows:

Tracts 14, 15, 16, and 17, Wallace Heights Addition, City and County of Midland, Texas.

SECTION TWO. That said property shall be subject to the following special conditions and restrictions:

A. That the use and development of the property shall conform to the regulations of the MF-1, Multiple-Family Dwelling District, except as otherwise stated below.

B. That the use and development of the property shall significantly conform to the site plan, which is attached hereto and incorporated herein as Exhibit "A".

C. That the landscaping of the property shall significantly conform to the landscape notes in Exhibit "A".

D. That the internal landscaping of the property may be installed in phases as construction progresses.

E. That the fencing shall significantly conform to Exhibit "A"

F. That there shall be no fewer parking spaces on the property than the number of parking spaces shown in Exhibit "A".

G. That all lighting shall significantly conform to the standards set forth in the City Code.

SECTION THREE. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FOUR. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FIVE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of

Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SIX. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 26th day of July, A.D., 2016; and passed to second reading on motion of Council member Love, seconded by Council member Lacy, by the following vote:

Council members voting "AYE": Love, Sparks, Morales, Dufford, Lacy, Robnett

Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Hotchkiss, seconded by Council member Lacy, on the 9th day of August, A.D., 2016, at a regular meeting of the City Council:

Council members voting "AYE": Hotchkiss, Love, Sparks, Morales, Dufford, Lacy, Robnett

Council members voting "NAY": None

PASSED AND APPROVED THIS 9th day of August, A.D., 2016.

Jerry F. Morales, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Frank Salvato, Assistant City Manager

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

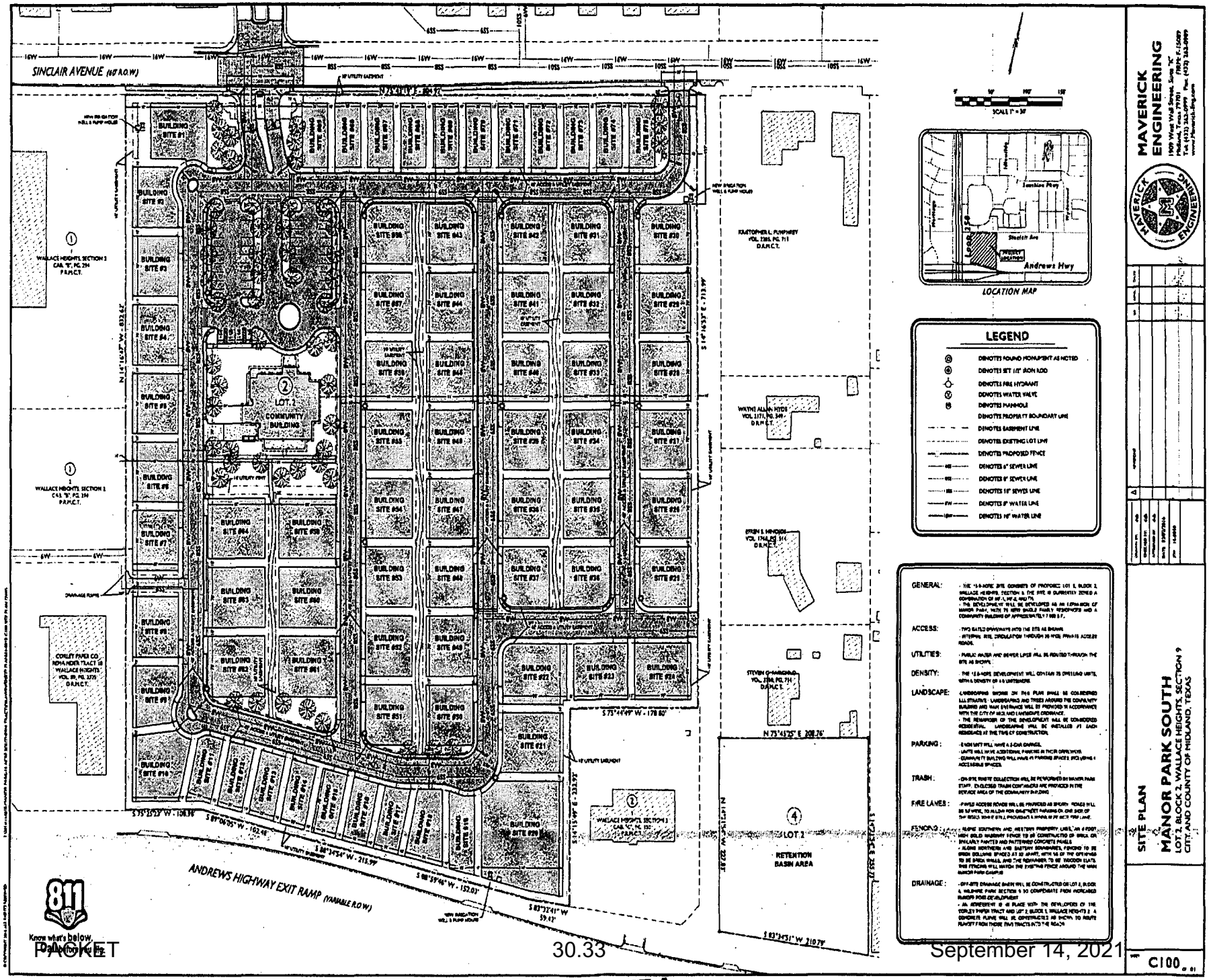

SINCLAIR AVENUE (60' R.O.W.)
ANDREWS HIGHWAY EXIT RAMP (VARIABLE R.O.W.)
LOT 2
RETENTION BASIN AREA
LOT 1
COMMUNITY BUILDING
LOCATION MAP
Andrews Hwy
LEGEND
DENOTES FOUND MONUMENT AS NOTED
DENOTES SET 1/2" IRON ROD
DENOTES FIRE HYDRANT
DENOTES WATER VALVE
DENOTES MANHOLE
DENOTES PROPERTY BOUNDARY LINE
DENOTES EASEMENT LINE
DENOTES EXISTING LOT LINE
DENOTES PROPOSED FENCE
DENOTES 8" SEWER LINE
DENOTES 6" SEWER LINE
DENOTES 15" SEWER LINE
DENOTES 8" WATER LINE
DENOTES 16" WATER LINE
GENERAL:
ACCESS:
UTILITIES:
DENSITY:
LANDSCAPE:
PARKING:
TRASH:
FIRE LANES:
FENCING:
DRAINAGE:
MAVERICK ENGINEERING
SITE PLAN
MANOR PARK SOUTH
LOT 2, BLOCK 2, WALLACE HEIGHTS, SECTION 9
CITY AND COUNTY OF MIDLAND, TEXAS
C100

EXHIBIT A

9586

City Council Agenda

APPROVED

Approved for Agenda:
fsalvato
City Manager's Office

MEETING DATE: August 9, 2016

TO: City Council / City Manager

FROM: Geoff Solomonson, Planner

SUBJECT: Consider an ordinance on second reading on a request by Manor Park for a Zone Change from 1F-1, One-Family Dwelling District, in part, MF-1, Multiple-Family Dwelling District, in part, TH, Townhouse Dwelling District, in part, and MF-2, Multiple-Family Dwelling District, in part, to PD, Planned District for a Housing Development, on Tracts 14, 15, 16, and 17, Wallace Heights Addition, City and County of Midland, Texas. (Generally located on Sinclair Avenue, approximately 290-feet east of N. Loop 250 West. – Council District 4)

Purpose:

Consider an ordinance on second reading on a request by Manor Park for a Zone Change from 1F-1, One-Family Dwelling District, in part, MF-1, Multiple-Family Dwelling District, in part, TH, Townhouse Dwelling District, in part, and MF-2, Multiple-Family Dwelling District, in part, to PD, Planned District for a Housing Development, to allow for a future expansion of the Manor Park Retirement Community.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

No City funds are required to process this request.

Discussion:

Current Zoning:

1F-1, One-Family Dwelling District, in part, MF-1, Multiple Family Dwelling District, in part, TH, Townhouse Dwelling District, in part, and MF-2, Multiple Family Dwelling District, in part.

Surrounding Zoning and Land Use:

The property is located near the intersection of N. Loop 250 West and Andrews Highway and is currently undeveloped. The zoning to the north, across Sinclair Avenue, is a PD, Planned District for a Housing Development (Ordinance No. 8126), with an underlying zoning of MF-1, Multiple-Family Dwelling District, and is the location of Manor Park Retirement Community. The properties to the east are zoned 1F-1, One-Family Dwelling District, and O1, Office District, and contain single-family residences within the 1F-1, One-Family Dwelling District, and an office building within the O1, Office District.

To the south are properties zoned LR-1, Local Retail District, and LR-2, Local Retail District, which are mainly undeveloped with a few single-family residences. Zoning to the west is LR-2, Local Retail District, in part, and a PD, Planned District for a Transition District (Ordinance No. 6739). Tracker Boat Center is located in the PD, Planned District for a Transition District.

Analysis:

The parcels proposed for rezoning were originally platted as Wallace Heights Addition in 1946, with the intent of 1F-1, One-Family Dwelling District, for single-family residential. In 1980, the properties were rezoned to MF-1, Multiple-Family Dwelling District, in part, TH, Townhouse Dwelling District, in part, and MF-2, Multiple-Family Dwelling District, in part, by Ordinance No. 5613.

PD, Planned District for a Housing Development, with an underlying zoning of MF-1, Multiple-Family Dwelling District, is an appropriate application of a zone change to match the current Manor Park Retirement Community campus, as the expansion is a large housing development. This Zone Change is in process along with the re-platting of the property as Wallace Heights, Section 9.

Exhibit A, provided by the applicant, shows the proposed site plan for an expansion of the Manor Park Retirement Community. Seventy Five (75) building sites are proposed as an expansion to the south from the adjacent Manor Park Retirement Community campus. Each site can have up to 2 units for a maximum density of 4.8 dwelling units per acre. The PD, Planned District for a Housing Development, with an underlying zoning of MF-1, Multiple-Family Dwelling District, allows for a maximum of 16 dwelling units per acre according to the Midland City Zoning Ordinance Chapter 11-1-6, Zoning district classification; use and development regulations.

This proposed development would generate approximately 15 morning peak hour (7 a.m. to 9 a.m.) trips and 20 evening peak hour (4 p.m. to 6 p.m.) trips based on Senior Adult Housing from the Trip Generation Manual by the Institute of Transportation Engineers.

Landscaping on the site meets Midland City Zoning Ordinance Chapter 11-9, Landscape Regulations of 1 tree per 30 feet of street frontage and 1 tree per 15 parking spaces.
Landscaping around the community building and main entrance will be provided in accordance with the City of Midland Landscape Ordinance. The remainder of the landscaping of the development will be considered residential and will be installed at each residence at the time of construction.

The site will have a primary access point and another emergency access point with gates both along Sinclair Avenue.

Staff recommends approval of a Zone Change from 1F-1, One-Family Dwelling District, in part, MF-1, Multiple-Family Dwelling District, in part, TH, Townhouse Dwelling District, in part, and MF-2, Multiple-Family Dwelling District, in part, to PD, Planned District for a Housing Development, subject to conditions A through G.

Conditions:

A. That the use and development of this property shall significantly conform to the regulations of the MF-1, Multiple-Family Dwelling District, except as otherwise stated below.

B. That the use and development of the property shall significantly conform to the attached site plan, Exhibit "A."

C. That the landscaping shall significantly conform to the Exhibit "A" Landscaping Notes.

D. That the landscaping internal to the site may be installed in phases as construction progresses.

E. That the fencing shall significantly conform to Exhibit "A."

F. That the minimum number of required parking spaces shall be shown on Exhibit "A."

G. That all lighting shall significantly conform to the standards set forth in the Midland City Code.

Letters of Objection:

As of July 22, 2016, staff has received no letters of objection.

Attachments:

Application
Maps
Proposed Site Plan (Exhibit A)
Ordinance No. 8126

Case Number: Z-16-0016

MIDLAND
Planning Division

APPLICATION TO CHANGE ZONING CLASSIFICATION

I. APPLICATION

Applicant:

Manor Park Inc, Alan Hale, Executive Director (Name) | 432-689-9898 (Phone)

2208 N Loop 250 West, Midland, TX 79707 (Address) | ahale@manorparkinc.org (Email)

Property Owner:

_____ (Name) | _____ (Phone)

_____ (Address) | _____ (Email)

Representative (*please see affidavit on page 2*):

Andrew Hobby, P.E. - Maverick Engineering (Name) | 432-262-0999 (Phone)

1909 West Wall St. Ste K, Midland, TX 79701 (Address) | ahobby@maverick-eng.com (Email)

Street address: _____

Legal Description of property (complete Lot, Block, and Subdivision Name or if unplatted, attach a Metes and Bounds description with surveyor's seal, each district must be described separately):

Tracts 17, 16, 15, and the North 4 Acres of Tract 14, Wallace Heights Addition, City and County of Midland, Texas.

Present Zone: MF-1, MF-2, TH Proposed Zone: PD-HD

(List by tracts if more than one district is requested)

Reason for Zone Change Request: Development of site for future phase of Manor Park.

Present Use of Property: Undeveloped

Proposed Use of Property: Senior housing community

How would this zone change affect the public health, safety and welfare?

NA

Describe how conditions affecting the property have changed since present zoning designation:

NA

II. APPLICATION FEES:

Single, standard zone change: **$400**, Multiple, standard zone change: add **$100** per additional district.
Single PD zone change: **$550**, Multiple PD proposal: add **$100** per district.

Total: $ 550.00

III. SITE PLAN SUBMITTALS *(if applicable)*:

5 FOLDED copies of the PD site plan: x
Site Plan in digital format (PDF & JPEG): x

VI. Signature

Property Owner (signature): _____ Date: _____

If an Agent is authorized by the property owner to file and execute the application on behalf of the property owner, the Agent must complete the affidavit below.

STATE of TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Andrew Hobby who, being by me duly sworn, upon oath says: That (s)he is authorized by Alan Hale, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (signature)

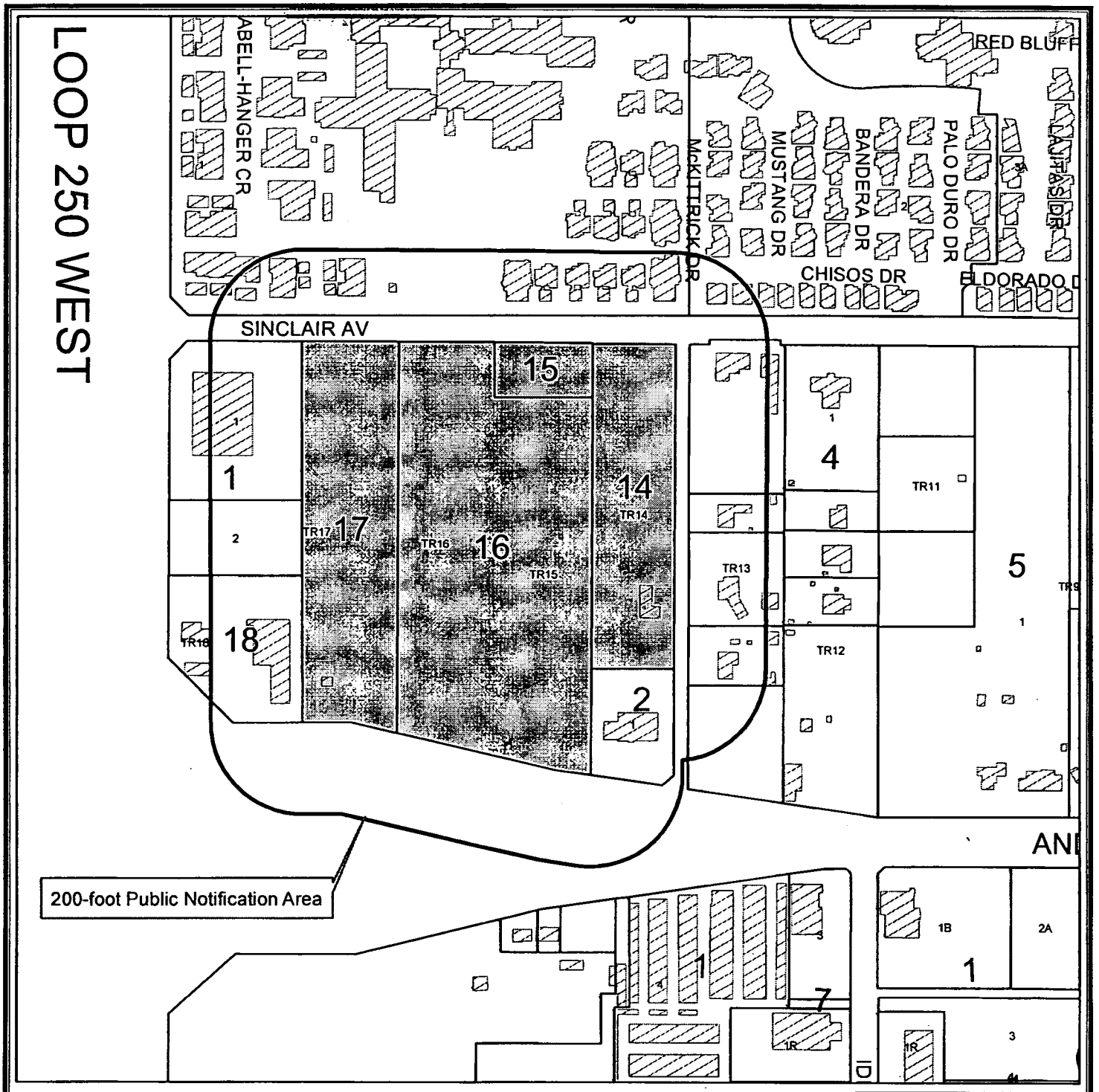
Subscribed and sworn to before me, this 10th day of June, 20 16, to certify which witness my hand and seal of office.

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY
Rec'd By: _____ Date: _____
Assigned: _____
For: _____ On: _____

PALADIN HUCKABA
Notary Public, State of Texas
Comm. Expires 08-26-2019
Notary ID 13034715-0

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

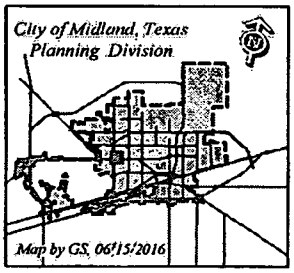
Z - 16 - 0016 **Scale: 1" = 300'**

Consider a request for a Zone Change from 1F-1, One-Family Dwelling District, in part, MF-1, Multiple-Family Dwelling District, in part, TH, Townhouse Dwelling District, in part, and MF-2, Multiple-Family Dwelling District, in part, to PD, Planned Development for a Housing Development on Tracts 14, 15, 16, and 17, Wallace Heights Addition, City and County of Midland, Texas.

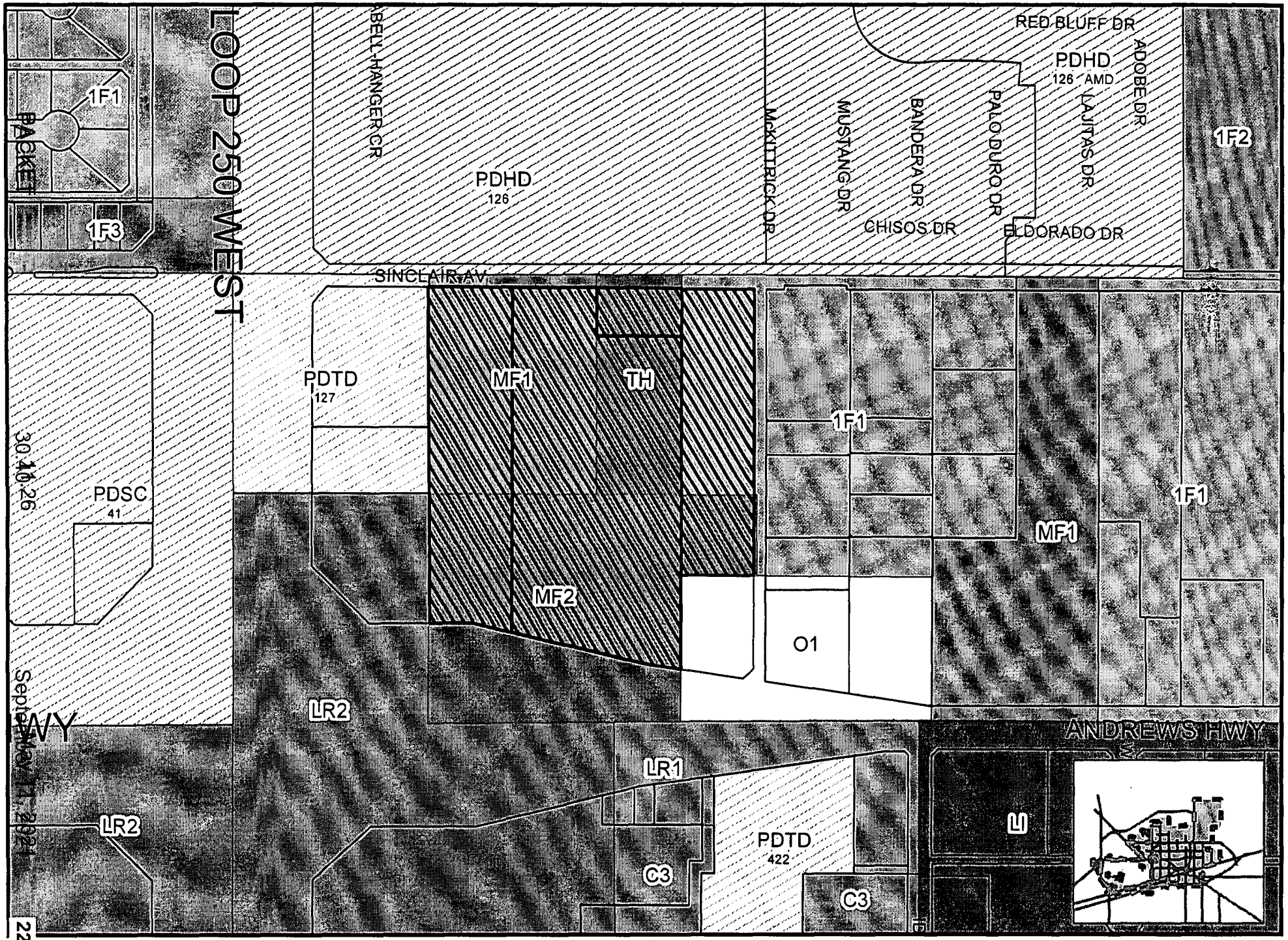
Generally located on Sinclair Avenue approximately 290-feet east of Loop 250 W. (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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up By GS, 06/15/2016

Z - 16 - 0016

Scale: 1" = 300'

ZONING MAP

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ORDINANCE NO. 8126

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING LOT 1, BLOCK 1, TRINITY TOWERS MANOR, SECTION 1; AND A 25.71-ACRE TRACT OUT OF SECTION 19, BLOCK 39, T-1-S, T & P RAILROAD COMPANY SURVEY, MIDLAND COUNTY, TEXAS WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A HOUSING DEVELOPMENT AND 1F-3, ONE-FAMILY DWELLING DISTRICT TO BE USED AS PD, PLANNED DISTRICT FOR A HOUSING DEVELOPMENT; PROVIDING FOR SUCH USE TO BE SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS AS SET OUT HEREIN; CONTAINING A CUMULATIVE CLAUSE; AND EXPRESSLY REPEALING ORDINANCE NO. 6213; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of "Planned Districts" under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the creation of a PD, Planned District for a Housing Development set out hereinafter and subject to the conditions and restrictions set out hereinafter;

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

SECTION ONE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned PD, Planned District for a Housing Development and 1F-3, One-Family Dwelling District, and it shall be used as a PD, Planned District for a Housing Development, subject to the special conditions and

restrictions hereinafter set out, said property being described as follows:

Lot 1, Block 1, Trinity Towers Manor, Section 1; and a 25.71-acre tract out of Section 19, Block 39, T-1-S, T & P Railroad Company Survey, Midland County, Texas. (As further described on the attached metes and bounds description, Exhibit "A", incorporated herein by reference.)

SECTION TWO. That said property shall be subject to the following conditions and restrictions:

A. That the use and development of this property shall conform to the regulations of the MF-1, Multiple-Family Dwelling District, except as otherwise stated below.

B. That the use and development of this property shall conform to the conditions shown on the attached site plan, Exhibit "B", in all respects.

C. That the maximum building height for Lot 1, Block 1, Trinity Towers Manor, Section 1 shall not exceed 65 feet or four stories. The maximum building height for Lot 2, Block 2 shall be 80 feet, or five stories.

D. That the indicated six-foot tall screening fence around the east 25 acres of this property may be installed in phases. The landscaping indicated along Sinclair Avenue may also be installed in phases, concurrently with the fence construction.

E. That the landscaping internal to the site may be installed in phases as construction progresses, provided that a minimum of 15 percent of each developing area is landscaped, and that the total landscaping once all construction is complete is 15 percent. All landscaping shall be irrigated with an automatic sprinkler system, and shall be maintained in a healthy, growing condition.

F. That the minimum number of required parking spaces shall be as shown on Exhibit "B."

G. That all fixtures for security lighting within the eastern 25 acres shall not be mounted higher than 20 feet above natural grade.

H. That Ordinance 6213 is repealed.

SECTION THREE. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FOUR. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that

covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict, and Ordinance no. 6213 is hereby expressly repealed..

SECTION FIVE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SIX. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 27th day of August, A.D., 2002; and passed to second reading on motion of Council member Simpson, seconded by Council member Bradford, by the following vote:

Council members voting "AYE": Simpson, Bradford, Perry, Morgan, Dingus, Canon and Dufford

Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Simpson, seconded by Council member Dufford, on the 10th day of September, A.D., 2002, at a regular

meeting of the City Council:

Council members voting "AYE": Simpson, Dufford, Perry, Morgan, Dingus, Canon and Bradford

Council members voting "NAY": None

PASSED AND APPROVED THIS 10th day of September, A.D., 2002.

Michael J. Canon, Mayor

ATTEST:

Kaylah J. McCord, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF MIDLAND

00C 23786 VOL 2077 PG 755

ZONING FOR TRINTY TOWER MANOR, SECTION 2

LEGAL DESCRIPTION FOR A 25.71 ACRE TRACT LOCATED IN SECTION 19, BLOCK 39, T-1-S, T. & P. RR. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

Boundary being further described by metes and bounds as follows:

BEGINNING at the Southwest corner of this tract in the center of Sinclair Avenue, from whence a 5/8" iron rod found, as set by the City of Midland, Engineering Department, at the Southeast corner of Lot 1, Block 1, Trinity Tower Manor, as recorded in Cabinet D, Page 76, Plat Records of Midland County, Texas and the Northwest corner of said 0.271 Acre right of way dedication in Volume 1185, Page 543, bears N15°15'02"W, a distance of 34.18 feet, also from said point of beginning, the Southwest corner of said Section 19, Block 39, T-1-S, based on calls of the 10.0 Acre Tract recorded in Volume 961, Page 1, bears S74°45'W, a distance of 1202.3 feet and S15°15'E, a distance of 1113.00 feet;

THENCE N15°15'02"W with and projections of the East line of said Lot 1, Block 1, and the West boundary line of said 10.0 Acre tract, at 1062.94 feet pass the Northwest corner of said 10.0 Acre Tract, continuing for a total distance of 1072.94 feet to the Northwest corner of this tract in the center of an existing alley, from whence a ½" iron rod found at the Northeast corner of said Lot 1, Block 1, bears N15°15'02"W a distance of 472.87 feet;

THENCE N74°48'58"E with the center of an existing alley, a distance of 1044.56 feet to the Northeast corner of this tract, from whence the Northeast corner of a 5.0 Acre Tract as described in Volume 649, Page 288, Deed Records bears S15°11'17"E, a distance of 10.00 feet;

THENCE S15°11'17"E with and projections of the West boundary line of Wydewood Estates, Section 4, as recorded in Cabinet C, Page 47, Plat Records of Midland County, at 1042.64 feet pass a 5/8" iron rod found at the Northeast corner of said 0.058 Acre dedicated for right of way as described in Volume 1221, Page 485, Official Records of Midland County, continuing for a total distance of 1072.70 feet to the Southeast corner of this tract, in the center of Sinclair Avenue;

THENCE S74° 48'10"W with the center of Sinclair Avenue, a distance 1043.40 feet to the Place of Beginning.

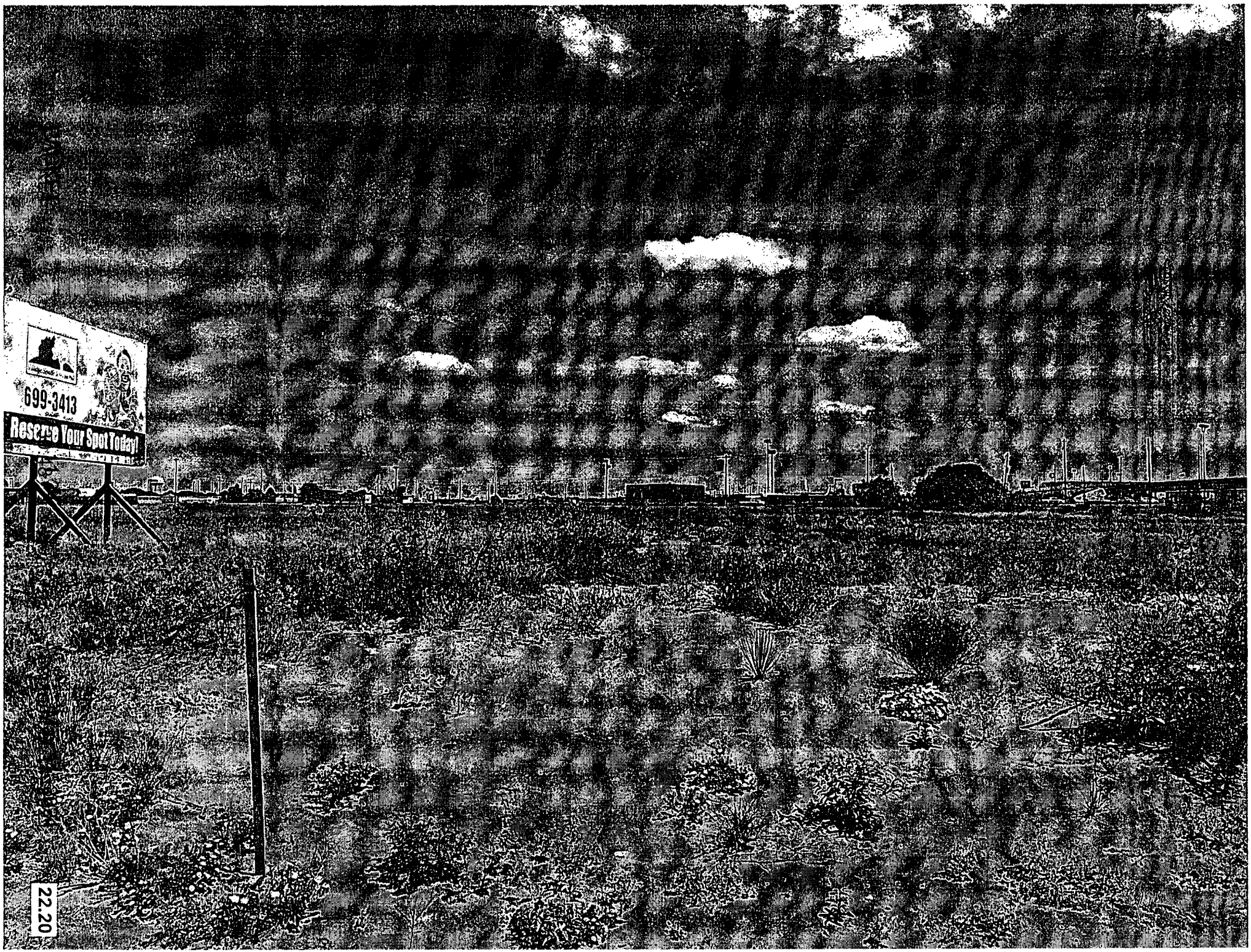
I, J. Stan Piper, Professional Land Surveyor, do hereby certify that this legal description is based on an actual survey made by me or under my supervision, and that the same is true and correct to the best of my knowledge and belief as surveyed on the ground at various dates through June 5, 2002.

J. Stan Piper
Professional Land Surveyor

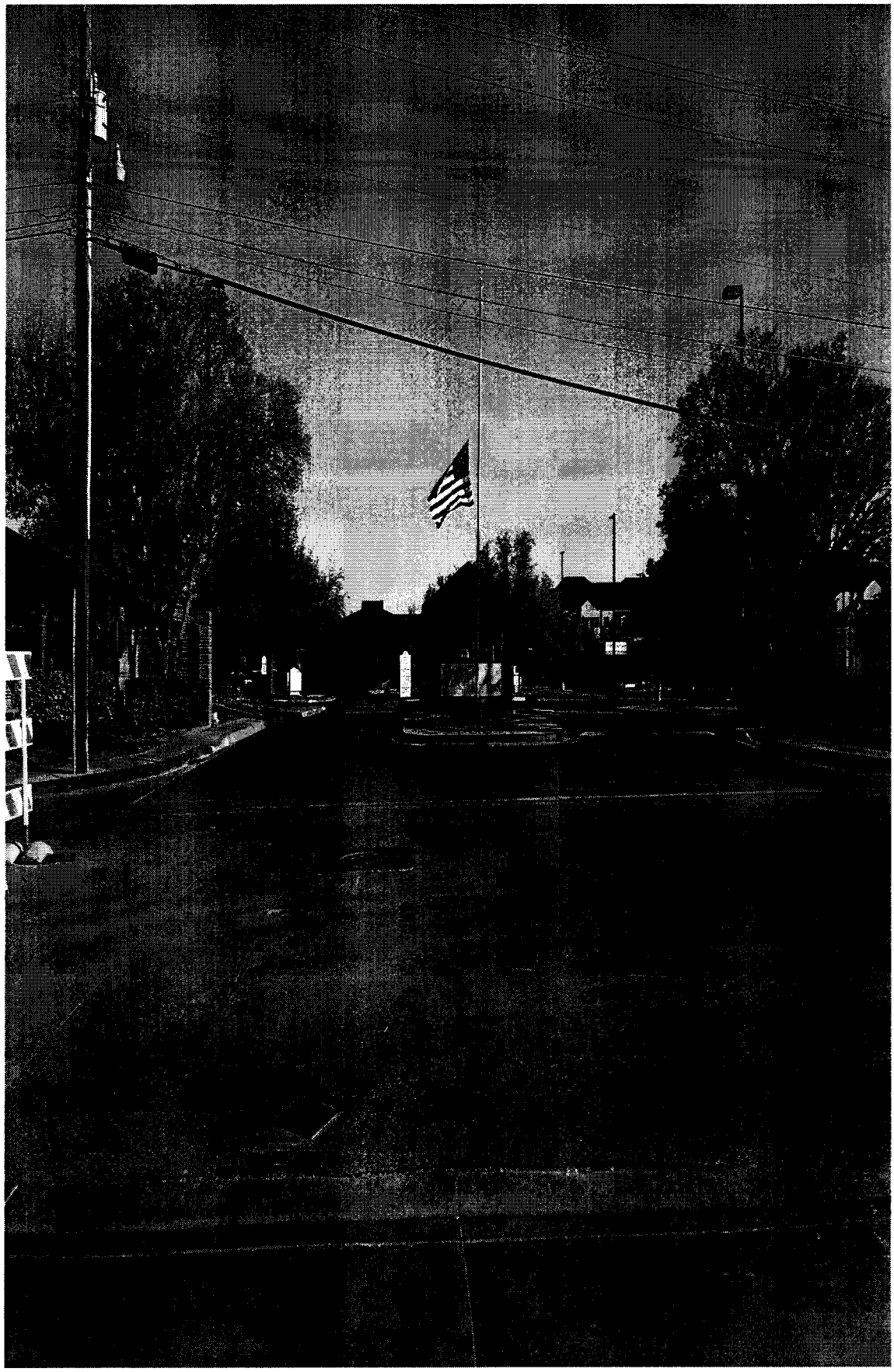
Prepared for:
Parkhill, Smith, and Cooper, Inc.
Attn.: Mr. Jay Edwards
5214 Thomason
Midland, TX 79703
(915) 697-1447

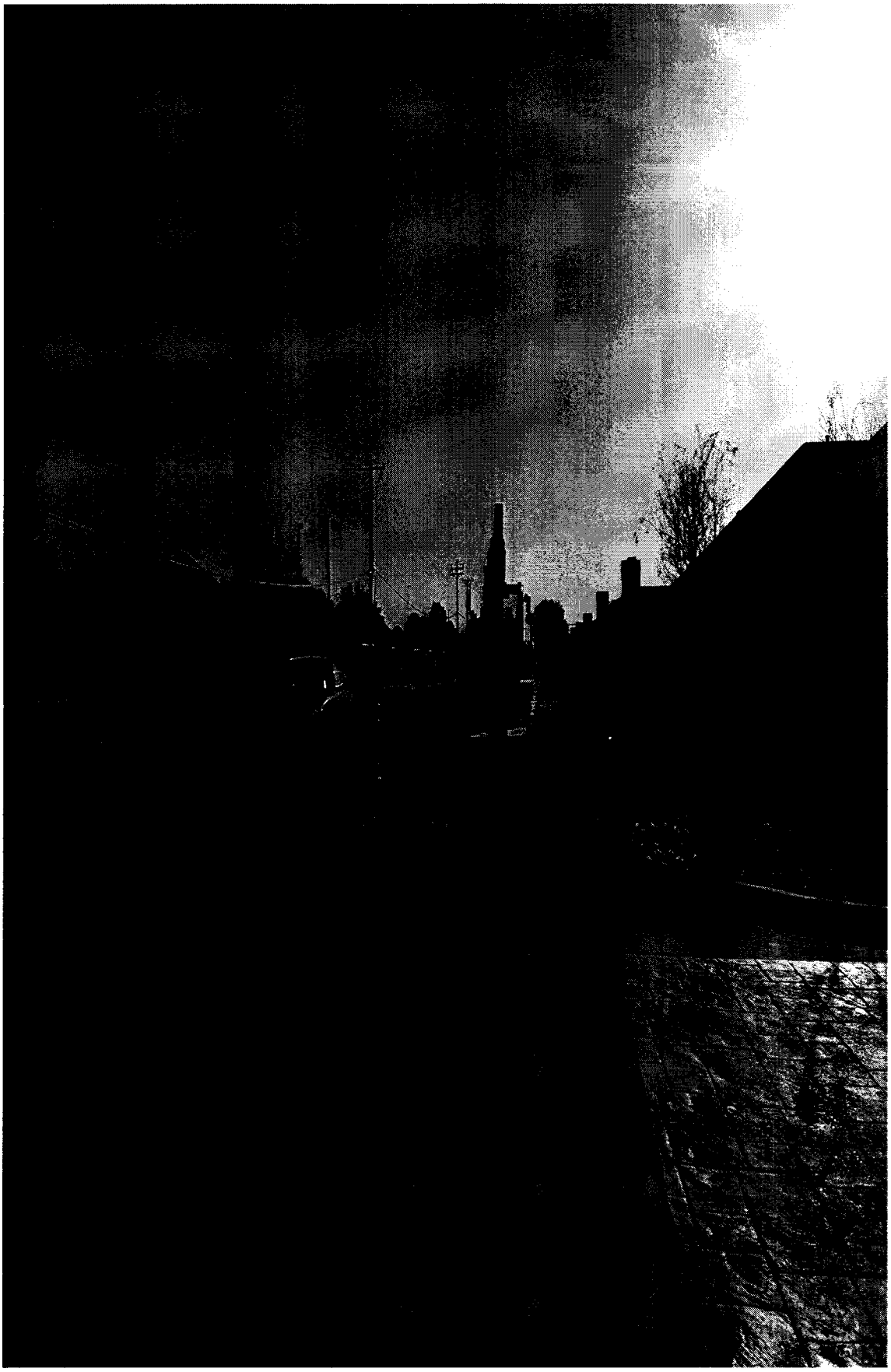
PIPER SURVEYING CO., BOX 60432, MIDLAND, TX 79711, (915) 550-7810

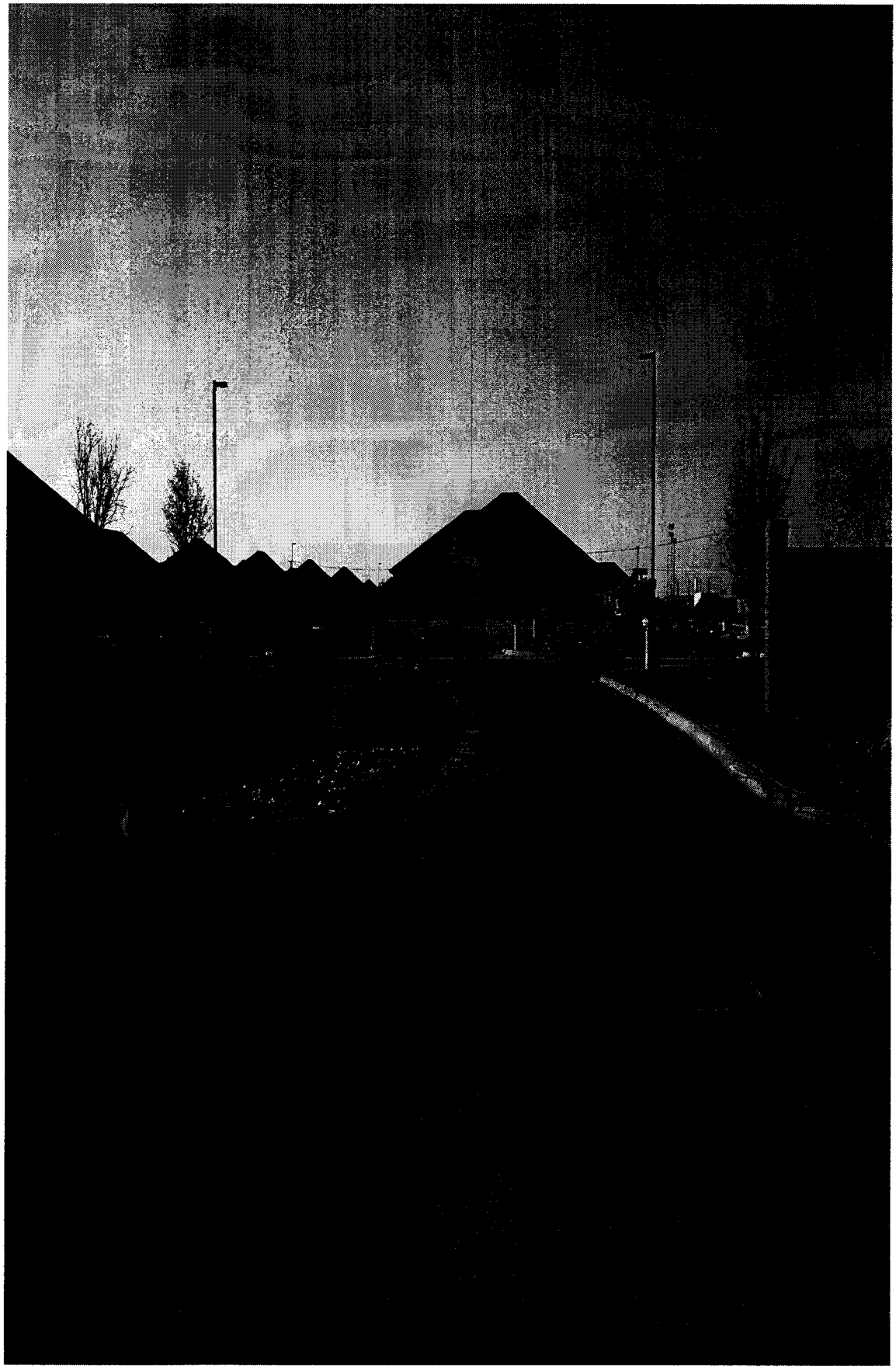
Exhibit "A"

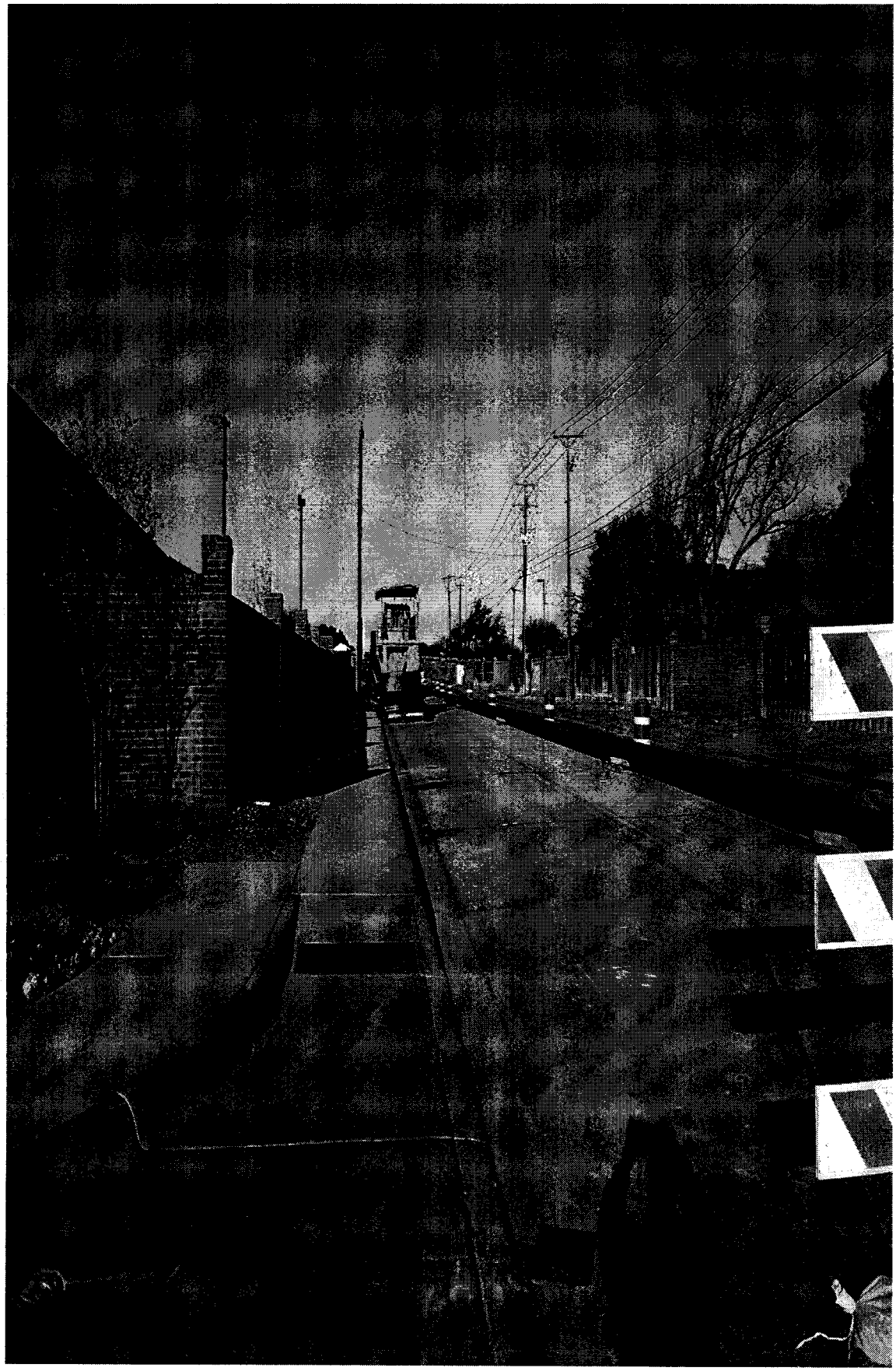


22.20

















City Council Meeting

Item Number: 31

Meeting Date: August 24, 2021

To: City Council / City Manager

From: Valerie A. Sherman, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 2, BLOCK 2, WALLACE HEIGHTS ADDITION, SECTION 9, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF SINCLAIR AVENUE, APPROXIMATELY 290 FEET EAST OF NORTH LOOP 250 WEST), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Manor Park, Inc., is requesting a Specific Use Designation with Term for the sale of all alcoholic beverages for on-premises consumption in a restaurant for Manor Park South at 5323 Sinclair Avenue, Midland, Texas 79707.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Discussion:

Surrounding Zoning and Land Use:

The property to the north is zoned PD, Planned District for a Housing Development. The properties to the east are zoned SF-1, Single-Family Dwelling District and O1, Office District. The properties to the south across Andrews Highway are zoned RR, Regional Retail District, and LR Local Retail District. The properties to the west are zoned RR, Regional Retail District and PD, Planned District for a Transitional District.

Analysis:

The property is zoned PD, Planned Development District for a Housing Development, with an underlying zoning of MF-16, Multiple-Family Dwelling District. The property is in the process of amending its PD, Planned Development District for a Housing Development, to allow for a restaurant with a Specific Use Designation Permit to sell all alcoholic beverages on premises. The applicant is proposing a restaurant, located at 5323 Sinclair Avenue, and will have a total square footage of 7,701, of which 4,774 square feet (see Exhibit A) will be dedicated to the alcohol serviceable area.

The proposed site plan provides adequate access and internal circulation.

A total of 41 shared parking spaces are proposed, of which 4 will be accessible spaces. Which is in conformance with the minimum number of parking spaces shown on Exhibit A.

The restaurant is proposing the following hours of operation and alcohol service:

Sunday through Saturday from 10:00 a.m. to 8:00 p.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public school, public school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property.

This request has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Engineering: (Approved)

No objection.

Building Code: (Approved)

No objections. Occupant load provided with the Building Permit is required to be posted.

Fire: (Approved)

No objections.

Transportation: (Approved)

No objection to zone change.

Code Administration: (Approved)

No comments.

Planning:

This request is in compliance with the Tall City Tomorrow Comprehensive plan, Chapter 6 Character Plan - Goal 4, “Encourage the development of places where Midland residents can gather and socialize to build connections” (Tall City tomorrow, page 137). Manor Park, Inc. will create a vibrant atmosphere where residents can socialize and be entertainment with a diversity of activities while enjoying alcoholic beverages.

This request was recommended for approval at the August 2, 2021 Planning and Zoning Commission Meeting.

This request meets all requirements; therefore, staff recommends approval of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to Conditions A through F.

Conditions:

A. That the Establishment shall be located in the community building shown in Exhibit “A”, which is attached hereto and incorporated herein for all purposes.

B. That the serviceable area of the restaurant shall be limited to approximately 4,774 square feet as shown in Exhibit “B”, which is attached hereto and incorporated herein for all purposes.

C. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.

D. That the days and hours of alcoholic beverages sales and consumption shall be limited to:

Sunday through Saturday from 10:00 a.m. to 8:00 p.m.

E. That the occupancy of the establishment shall not exceed the maximum occupancy

determined by the Building Code and Fire Code.

F. That the establishment shall meet all requirements of the Fire Department and Code Administration.

G. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on premises consumption to ensure that the conditions of this permit are satisfied.

Letters of Objection:

As of August 11, 2021, staff has not received any letters of objections.

Attachments:

Site Plan (Exhibit A)
Floor Plan (Exhibit B)
Application
Maps
Ordinance No. 10177

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 2, BLOCK 2, WALLACE HEIGHTS ADDITION, SECTION 9, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF SINCLAIR AVENUE, APPROXIMATELY 290 FEET EAST OF NORTH LOOP 250 WEST), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for Lot 2, Block 2, Wallace Heights Addition, Section 9, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a restaurant (the "Establishment") for on-premises consumption, together with the uses permitted in the present PD, Planned Development District for a Housing Development.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the Establishment shall be located in the community building shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the serviceable area of the Establishment shall be limited to approximately 4,774 square feet as shown in Exhibit "B", which is attached hereto and incorporated herein for all purposes.

C. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

D. That the days and hours of alcoholic beverage sales and consumption shall be limited to Sunday through Saturday from 10:00 a.m. to 8:00 p.m.

E. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

F. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

G. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance

with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

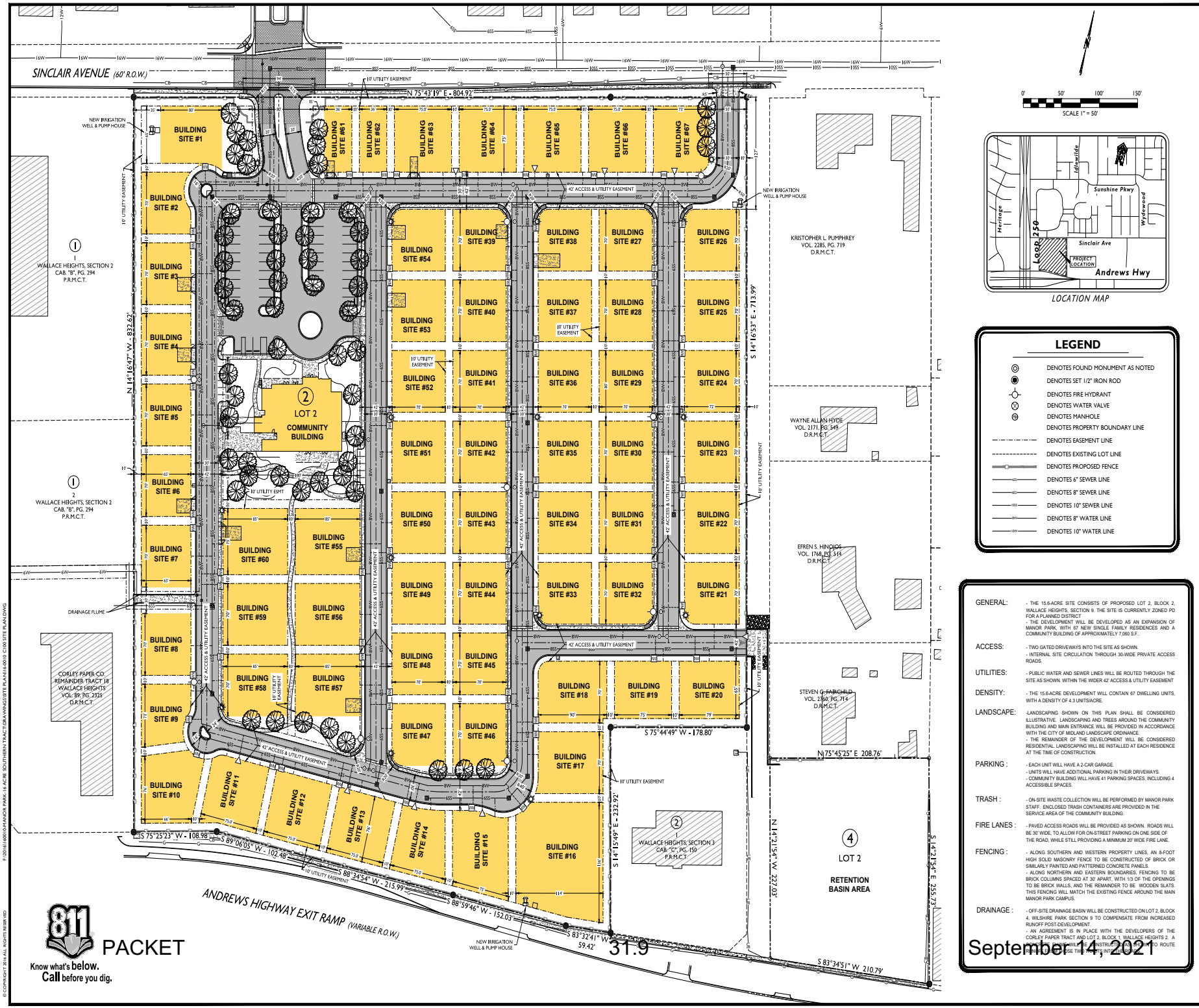
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

Exhibit A



0' 50' 100' 150'
SCALE 1" = 50'

LOCATION MAP

LEGEND

- DENOTES FOUND MONUMENT AS NOTED
- DENOTES SET 1/2" IRON ROD
- DENOTES FIRE HYDRANT
- DENOTES WATER VALVE
- DENOTES MANHOLE
- DENOTES PROPERTY BOUNDARY LINE
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GENERAL: - THE 15.6-ACRE SITE CONSISTS OF PROPOSED LOT 2, BLOCK 2, WALLACE HEIGHTS, SECTION 9. THE SITE IS CURRENTLY ZONED PD FOR A PLANNED DISTRICT.
- THE DEVELOPMENT WILL BE DEVELOPED AS AN EXPANSION OF MANOR PARK, WITH 67 NEW SINGLE FAMILY RESIDENCES AND A COMMUNITY BUILDING OF APPROXIMATELY 7,000 S.F..

ACCESS: - TWO GATED DRIVEWAYS INTO THE SITE AS SHOWN.
- INTERNAL SITE CIRCULATION THROUGH 30-WIDE PRIVATE ACCESS ROADS.

UTILITIES: - PUBLIC WATER AND SEWER LINES WILL BE ROUTED THROUGH THE SITE AS SHOWN. WITHIN THE WIDER 42' ACCESS & UTILITY EASEMENT

DENSITY: - THE 15.6-ACRE DEVELOPMENT WILL CONTAIN 67 DWELLING UNITS, WITH A DENSITY OF 4.3 UNITS/ACRE.

LANDSCAPE: -LANDSCAPING SHOWN ON THIS PLAN SHALL BE CONSIDERED ILLUSTRATIVE. LANDSCAPING AND TREES AROUND THE COMMUNITY BUILDING AND MAIN ENTRANCE WILL BE PROVIDED IN ACCORDANCE WITH THE CITY OF MIDLAND LANDSCAPE ORDINANCE.
- THE REMAINDER OF THE DEVELOPMENT WILL BE CONSIDERED RESIDENTIAL. LANDSCAPING WILL BE INSTALLED AT EACH RESIDENCE AT THE TIME OF CONSTRUCTION.

PARKING : - EACH UNIT WILL HAVE A 2-CAR GARAGE.
- UNITS WILL HAVE ADDITIONAL PARKING IN THEIR DRIVEWAYS.
- COMMUNITY BUILDING WILL HAVE 41 PARKING SPACES, INCLUDING 4 ACCESSIBLE SPACES.

TRASH : - ON-SITE WASTE COLLECTION WILL BE PERFORMED BY MANOR PARK STAFF. ENCLOSED TRASH CONTAINERS ARE PROVIDED IN THE SERVICE AREA OF THE COMMUNITY BUILDING.

FIRE LANES : - PAVED ACCESS ROADS WILL BE PROVIDED AS SHOWN. ROADS WILL BE 30' WIDE, TO ALLOW FOR ON-STREET PARKING ON ONE SIDE OF THE ROAD, WHILE STILL PROVIDING A MINIMUM 20' WIDE FIRE LANE.

FENCING : - ALONG SOUTHERN AND WESTERN PROPERTY LINES, AN 8-FOOT HIGH SOLID MASONRY FENCE TO BE CONSTRUCTED OF BRICK OR SIMILARLY PAINTED AND PATTERNED CONCRETE PANELS.
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- AN AGREEMENT IS IN PLACE WITH THE DEVELOPERS OF THE CORLEY PAPER TRACT AND LOT 2, BLOCK 1, WALLACE HEIGHTS 2. A [illegible] AND SWALE WILL BE CONSTRUCTED ALONG THE EAST SIDE TO ROUTE [illegible] TO THE DRAINAGE FLUME.

811 Know what's below. Call before you dig.

PACKET 31.9 September 14, 2021

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F:\2016\16010\MANOR PARK-16 ACRE SOUTHERN TRACT\DRAWINGS\SITE PLAN\16010 C100 SITE PLAN.DWG

MAVERICK ENGINEERING
1909 West Wall Street, Suite "K"
Midland, Texas 79701
Tel: (432) 262-0993 Fax: (432) 262-0989
www.Maverick-Eng.com
TBPE#: F-15089

REVISIONS	BY	APPR.	DATE
02/24/2021 EXPANDED SITES			

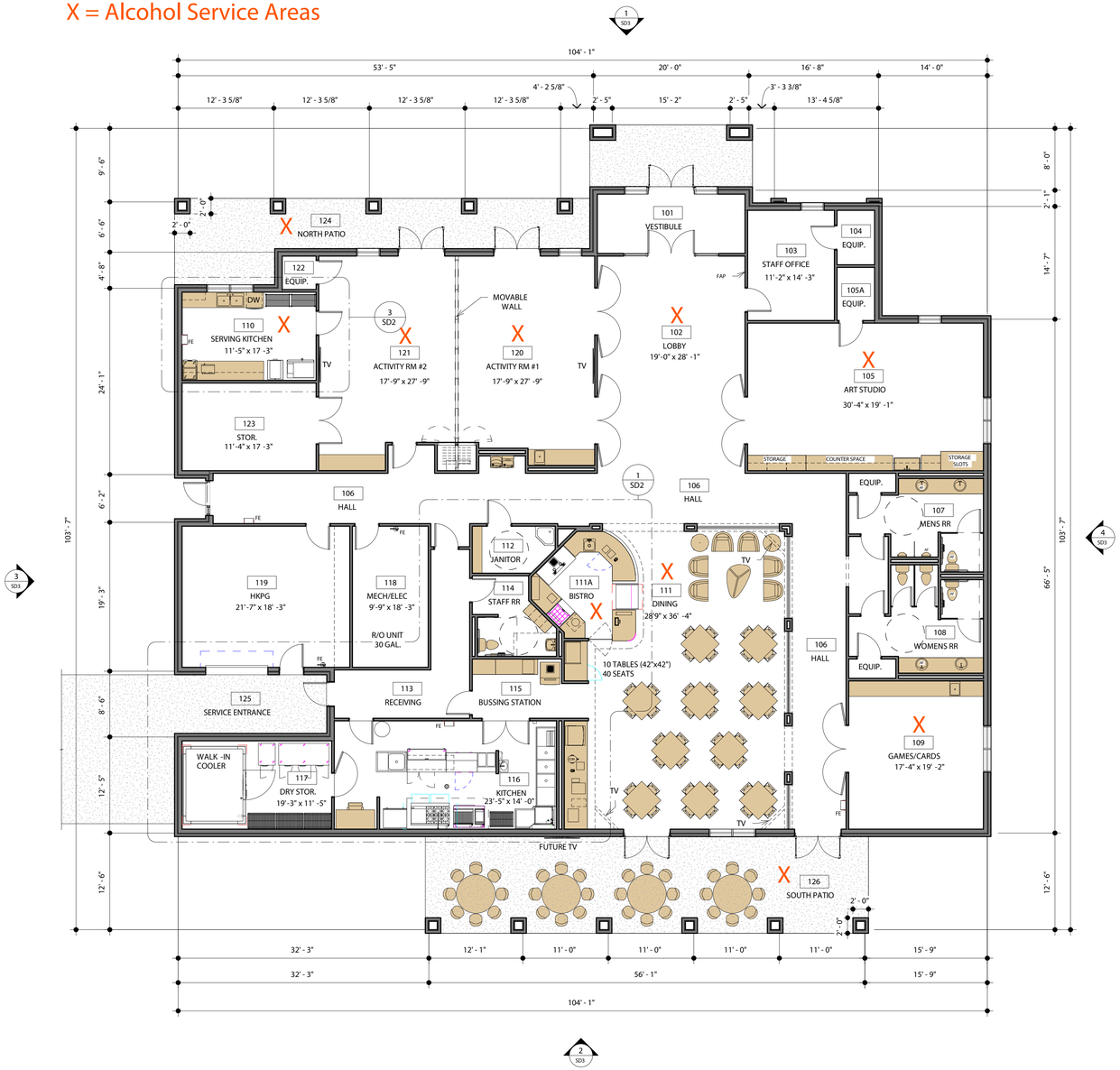
DRAWN BY: CB
CHECKED BY: PRH
APPROVED BY: PRH
DATE: 02/24/2021
JOB: 16-0010

SITE PLAN
MANOR PARK SOUTH
LOT 2, BLOCK 2, WALLACE HEIGHTS, SECTION 9
CITY AND COUNTY OF MIDLAND, TEXAS

SHEET C100 OF 01

"EXHIBIT B"

X = Alcohol Service Areas



A SD1 MANOR PARK COMMUNITY BUILDING
1/8" = 1' -0"

7,701 SQ. FT.

P&A PATE ARCHITECTS

09/13/19

MIDLAND Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: SUD-21-0109

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: MANOR PARK, INC.		Phone (436) 689 9898 Email jhobbs@manorparkinc.com	
Address 2208 N LOOP 250 W	City MIDLAND	State TX	Zip 79707
Property Owner Printed Name: MANOR PARK, INC.		Phone ( ) Email	
Address 2208 N LOOP 250 W	City MIDLAND	State TX	Zip 79707
Representative *(if different from Applicant or Property Owner)* Firm: MANOR PARK, INC. Printed Name: JAY HOBBS, COO		Phone (325) 668 8097 Email jhobbs@manorparkinc.com	
Address 2208 N LOOP 250 W	City MIDLAND	State TX	Zip 79707

Street Address: ~~220~~ 5323 SINCLAIR AVE. MIDLAND TX VILLAGE SOUTH COMMUNITY CENTER

Business Name: MANOR PARK INC.

Legal Description
Lot: 2 Block: 2 Subdivision: Wallace Heights, Sec. 9

Current Zoning: COMBINATION of MF-1, MF-2, and TH.

Reason for Request: Beer and Wine for the residents at Manor Park. CO

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: BISTRO/RESTAURANT.

Proposed/Current Days and Hours of Operation: SUNDAY – Thursday

Proposed Days and Hours of Alcohol Service: 12-8pm

Total Square Footage of Business: 7,701 sqft.

Square Footage of Alcohol Serviceable Area:

Restroom Fixtures:	*Men*	**Toilets/Urinals:**	3	**Bathroom Sinks:** 2
	Women	**Toilets:**	3	**Bathroom Sinks:** 2

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature):	Date: 7-21-2021
Applicant (printed): Jay Hobbs	
Property Owner (signature):	Date: 7-21-2021
Property Owner (printed) : Alan Hale	

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Jay Hobbs who, being by me duly sworn, upon oath says: That (s)he is authorized by Alan Hale, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

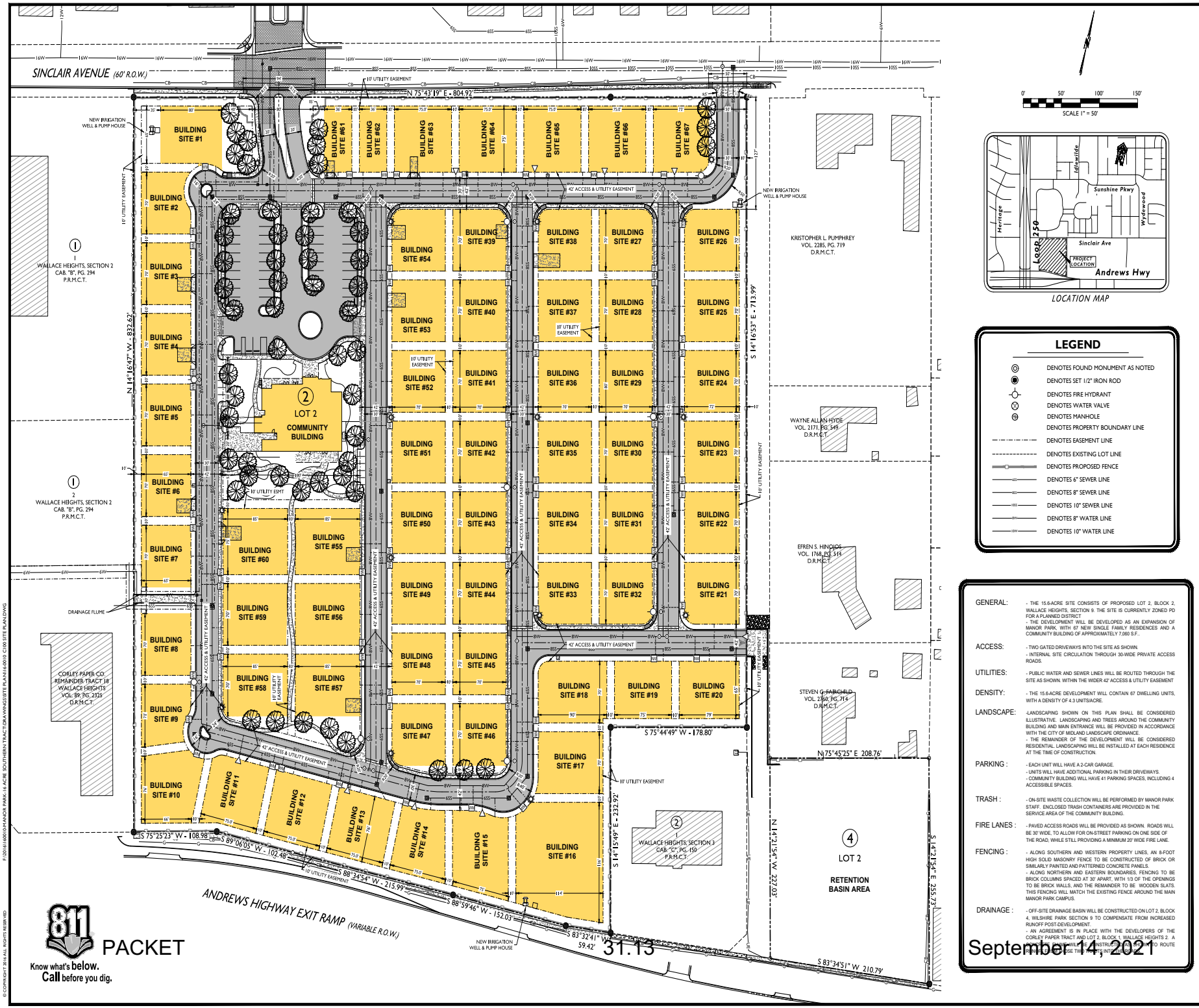
Subscribed and sworn to before me, this 21 day of July, 2021, to certify which witness my hand and seal of office.

Nancy Angela Ervin
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

NOTARY PUBLIC STATE OF TEXAS
Nancy Angela Ervin
My Commission Expires
12/06/2023
ID No. 6670404

****Application will not be considered for scheduling until reviewed by a planner.****

Exhibit A



SCALE 1" = 50'

LOCATION MAP

LEGEND

- DENOTES FOUND MONUMENT AS NOTED
- DENOTES SET 1/2" IRON ROD
- DENOTES FIRE HYDRANT
- DENOTES WATER VALVE
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811 Know what's below. Call before you dig.

PACKET 31.13 September 14, 2021

MAVERICK ENGINEERING
1909 West Wall Street, Suite "K"
Midland, Texas 79701
Tel: (432) 262-0993 Fax: (432) 262-0989
www.Maverick-Eng.com
TBPE#: F-15089

REVISIONS	BY	APPR.	DATE
02242021 EXPANDED SITES			

DRAWN BY: CB
CHECKED BY: PRH
APPROVED BY: PRH
DATE: 02242021
JOB: 16-0010

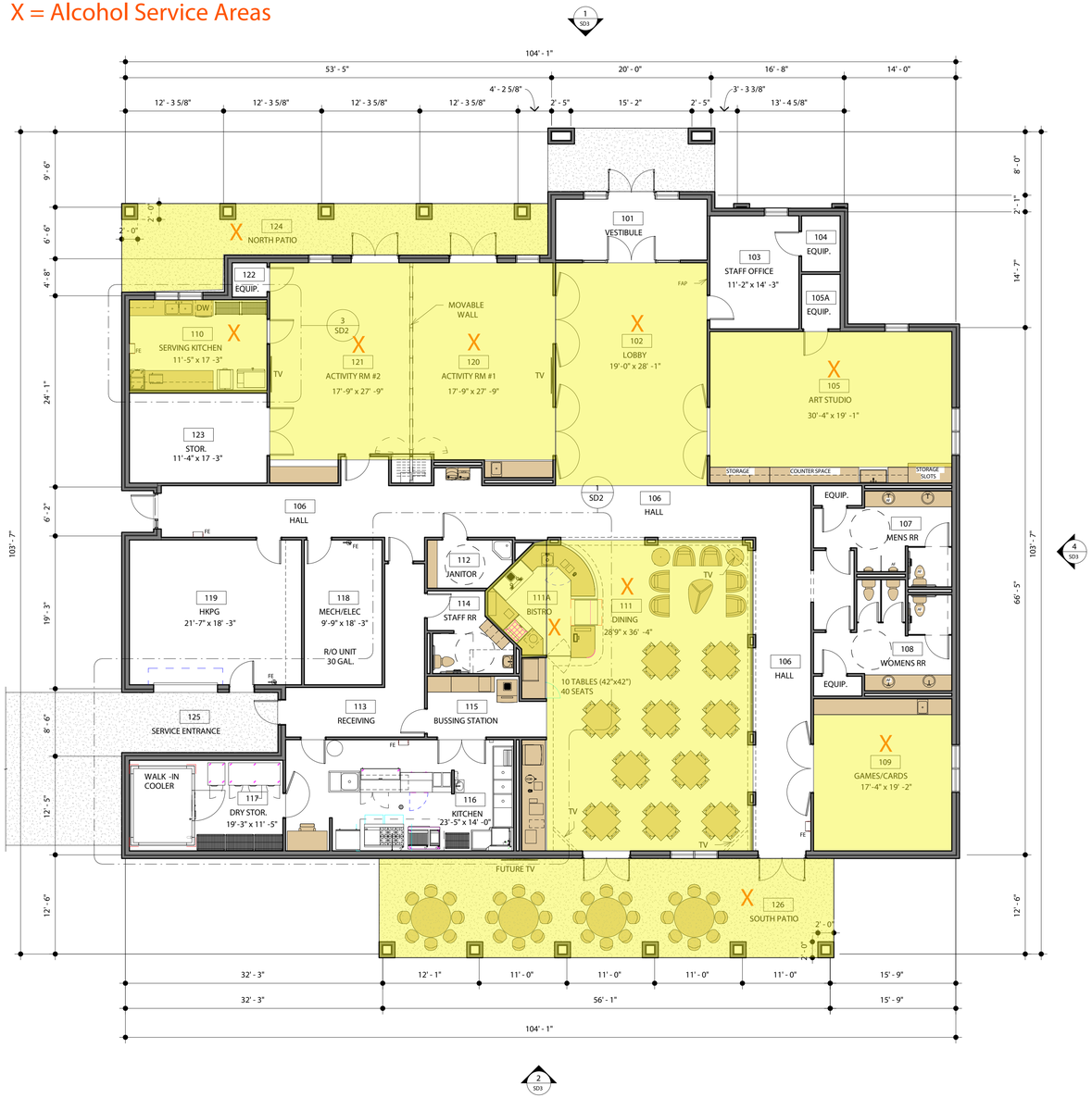
SITE PLAN
MANOR PARK SOUTH
LOT 2, BLOCK 2, WALLACE HEIGHTS, SECTION 9
CITY AND COUNTY OF MIDLAND, TEXAS

SHEET C100 OF 01

F:\2016\16-0010\MANOR PARK-16 ACRE SOUTHERN TRACT\DRAWINGS\SITE PLAN\16-0010 C100 SITE PLAN.DWG
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"EXHIBIT B"

X = Alcohol Service Areas

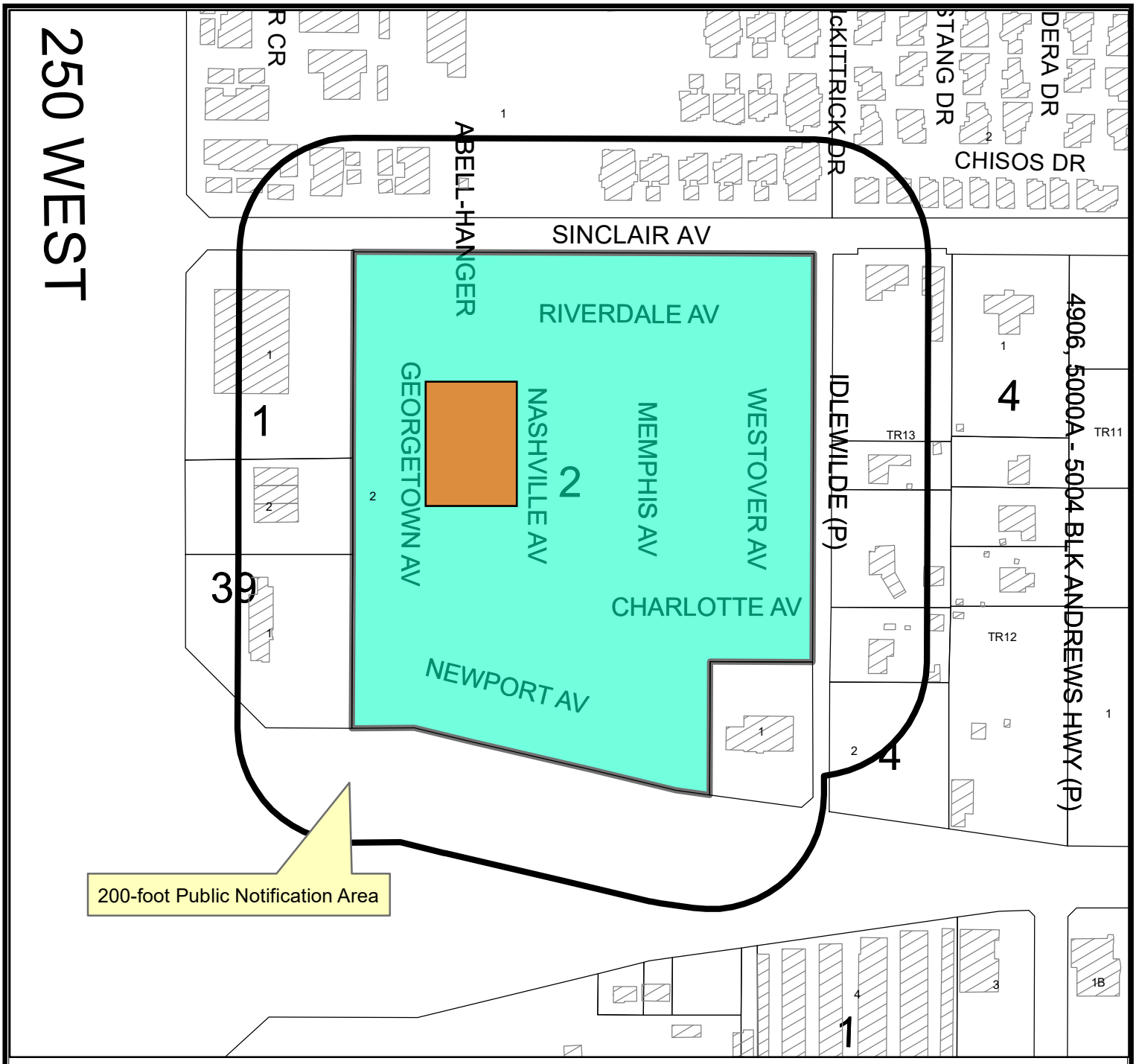


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P&A PATE ARCHITECTS

09/13/19



LOCATION MAP

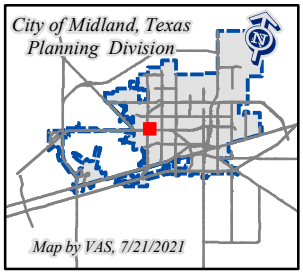
SUD-21-0109 **Scale: 1" = 250'**

Consider a request by Manor Park, Inc. for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages, for on premises consumption in a restaurant, on a 4,774 square feet portion of Lot 2, Block 2, Wallace Heights Addition, Section 9, City and County of Midland, Texas.

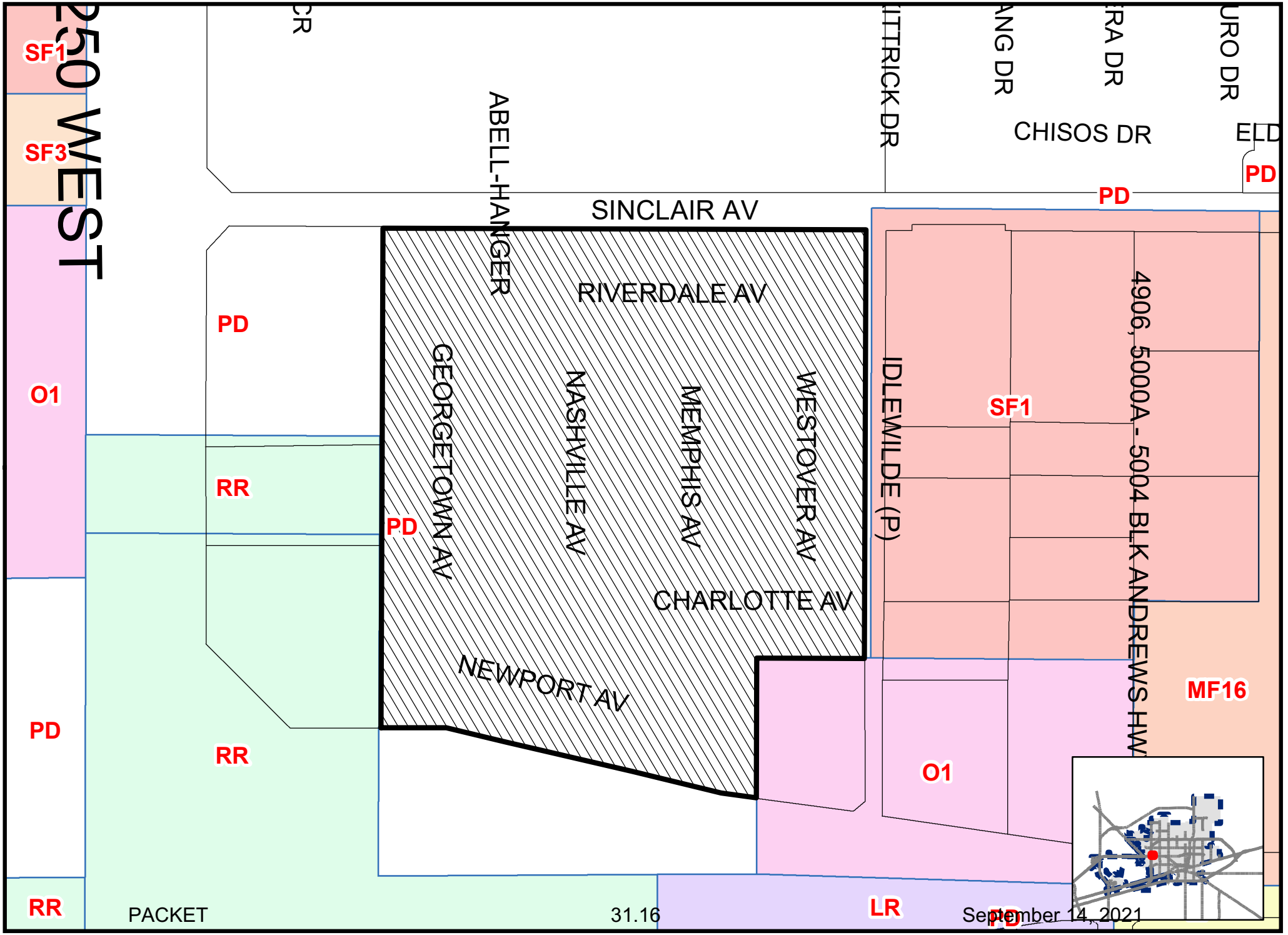
Generally located on the south side of Sinclair Avenue, approximately 290 feet east of N. Loop 250 West. (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



September 14, 2021



Map By VAS, 7/7/2021

SUD-21-0109

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

ORDINANCE NO. 10177

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 2, WALLACE HEIGHTS ADDITION, SECTION 9, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE SOUTH SIDE OF SINCLAIR AVENUE, APPROXIMATELY 290 FEET EAST OF NORTH LOOP 250 WEST); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 2, Block 2, Wallace Heights Addition, Section 9, City and County of Midland, Texas (the "Property") to an amended PD, Planned Development District for a Housing Development and adopting a site plan therefor, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from PD, Planned Development District for a Housing Development to an amended PD, Planned Development District for a Housing Development.

SECTION TWO. That the base zoning district to which the use and development of the Property shall conform, except as modified by Section Three of this ordinance, is the MF-16, Multiple-Family Dwelling District.

SECTION THREE. That a site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes, is hereby adopted, and the use and development of the Property shall be subject to the following conditions and restrictions:

A. That the Property shall significantly conform to the site plan attached hereto as Exhibit "A".

B. That the landscaping shown in Exhibit "A" shall be considered illustrative. The landscaping shall conform to the regulations set forth in Title XI, Chapter 9 of the City Code.

C. That the minimum number of required parking spaces shall be as shown in Exhibit "A".

D. That the fencing shall significantly conform to Exhibit "A".

SECTION FOUR. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FIVE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION SIX. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SEVEN. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION EIGHT. The City Secretary is hereby authorized and directed to publish

the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 27th day of April, A.D., 2021; and passed to second reading on motion of Council member Trost, seconded by Council member Dufford, by the following vote:

Council members voting "AYE": Blong, Trost, Robnett, Dufford, Ladd, Norman

Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Norman, seconded by Council member Blong, on the 11th day of May, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE": Blong, Robnett, Payton, Dufford, Ladd, Norman

Council members voting "NAY": None

PASSED AND APPROVED THIS 11th day of May, A.D., 2021.

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

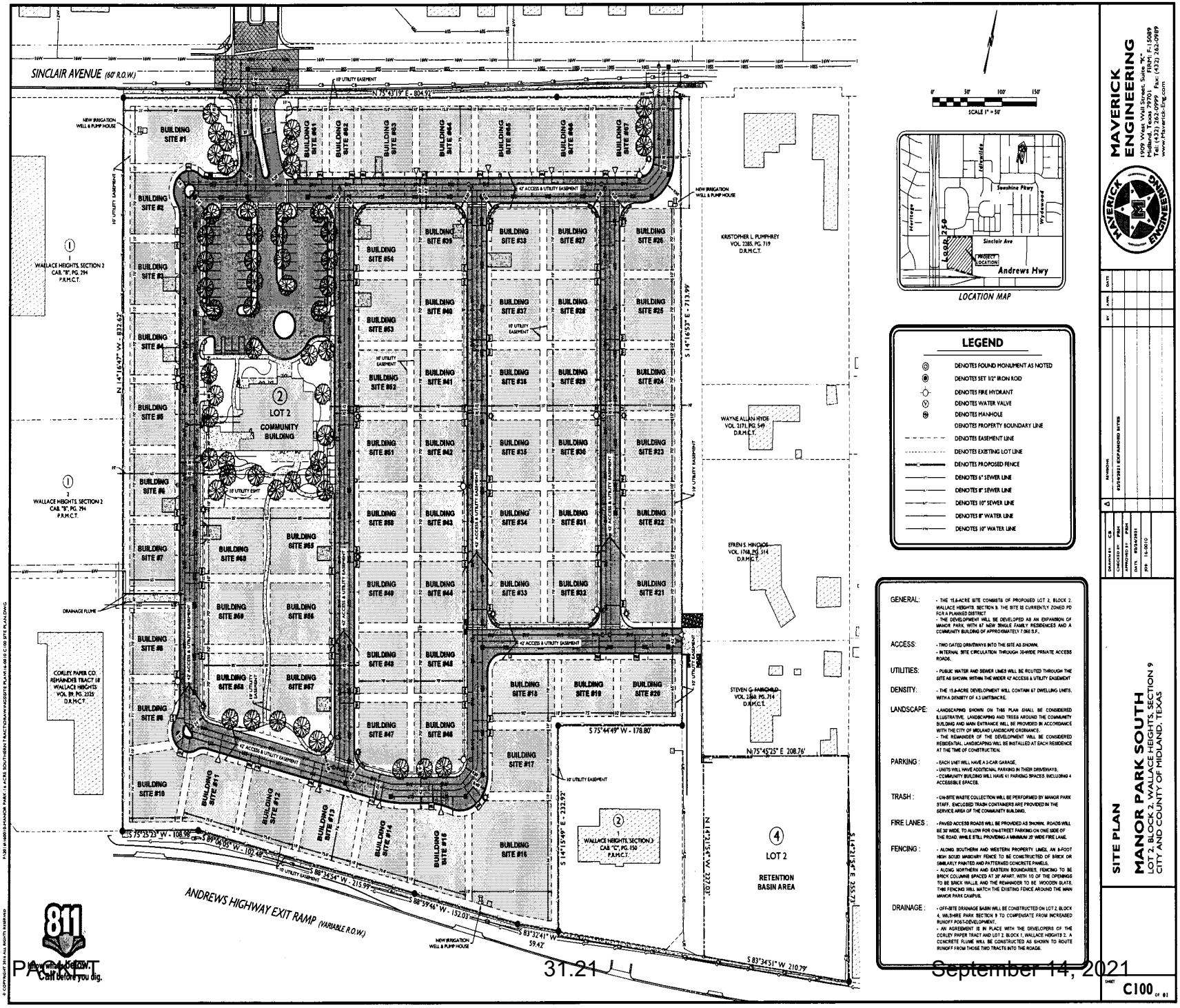
APPROVED AS TO CONTENT
AND COMPLETENESS:

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

Exhibit A



LEGEND

- DENOTES FOUND MONUMENT AS NOTED
- DENOTES SET 1/2" IRON ROD
- DENOTES FIRE HYDRANT
- DENOTES WATER VALVE
- DENOTES MANHOLE
- DENOTES PROPERTY BOUNDARY LINE
- DENOTES EASEMENT LINE
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- DENOTES 10" WATER LINE

GENERAL: - THE 15.6-ACRE SITE CONSISTS OF PROPOSED LOT 2, BLOCK 2, WALLACE HEIGHTS, SECTION 3. THE SITE IS CURRENTLY ZONED PD FOR A PLANNED DISTRICT.
- THE DEVELOPMENT WILL BE DEVELOPED AS AN EXPANSION OF MANOR PARK, WITH 67 NEW SINGLE FAMILY RESIDENCES AND A COMMUNITY BUILDING OF APPROXIMATELY 7,066 S.F..

ACCESS: - TWO GATED DRIVEWAYS INTO THE SITE AS SHOWN.
- INTERNAL SITE CIRCULATION THROUGH 30-WIDE PRIVATE ACCESS ROADS.

UTILITIES: - PUBLIC WATER AND SEWER LINES WILL BE ROUTED THROUGH THE SITE AS SHOWN WITHIN THE WIDER 42' ACCESS & UTILITY EASEMENT

DENSITY: - THE 15.6-ACRE DEVELOPMENT WILL CONTAIN 67 DWELLING UNITS, WITH A DENSITY OF 4.3 UNITS/ACRE.

LANDSCAPE: -LANDSCAPING SHOWN ON THIS PLAN SHALL BE CONSIDERED ILLUSTRATIVE. LANDSCAPING AND TREES AROUND THE COMMUNITY BUILDING AND MAIN ENTRANCE WILL BE PROVIDED IN ACCORDANCE WITH THE CITY OF MIDLAND LANDSCAPE ORDINANCE.
- THE REMAINDER OF THE DEVELOPMENT WILL BE CONSIDERED RESIDENTIAL. LANDSCAPING WILL BE INSTALLED AT EACH RESIDENCE AT THE TIME OF CONSTRUCTION.

PARKING: - EACH UNIT WILL HAVE A 2-CAR GARAGE.
- UNITS WILL HAVE ADDITIONAL PARKING IN THEIR DRIVEWAYS.
- COMMUNITY BUILDING WILL HAVE 41 PARKING SPACES, INCLUDING 4 ACCESSIBLE SPACES.

TRASH: - ON-SITE WASTE COLLECTION WILL BE PERFORMED BY MANOR PARK STAFF. ENCLOSED TRASH CONTAINERS ARE PROVIDED IN THE SERVICE AREA OF THE COMMUNITY BUILDING.

FIRE LANES: - PAVED ACCESS ROADS WILL BE PROVIDED AS SHOWN. ROADS WILL BE 30' WIDE, TO ALLOW FOR ON-STREET PARKING ON ONE SIDE OF THE ROAD, WHILE STILL PROVIDING A MINIMUM 20' WIDE FIRE LANE.

FENCING: - ALONG SOUTHERN AND WESTERN PROPERTY LINES, AN 8-FOOT HIGH SOLID MASONRY FENCE TO BE CONSTRUCTED OF BRICK OR SIMILARLY PAINTED AND PATTERNED CONCRETE PANELS.
- ALONG NORTHERN AND EASTERN BOUNDARIES, FENCING TO BE BRICK COLUMNS SPACED AT 20' APART, WITH 10' OF THE OPENINGS TO BE BRICK WALLS, AND THE REMAINDER TO BE WOODEN SLATS. THIS FENCING WILL MATCH THE EXISTING FENCE AROUND THE MAIN MANOR PARK CAMPUS.

DRAINAGE: - OFF-SITE DRAINAGE BASIN WILL BE CONSTRUCTED ON LOT 2, BLOCK 4, WILSHIRE PARK SECTION 9 TO COMPENSATE FROM INCREASED RUNOFF POST-DEVELOPMENT.
- AN AGREEMENT IS IN PLACE WITH THE DEVELOPERS OF THE CORLEY PAPER TRACT AND LOT 2, BLOCK 1, WALLACE HEIGHTS 2. A CONCRETE FLUME WILL BE CONSTRUCTED AS SHOWN TO ROUTE RUNOFF FROM THOSE TWO TRACTS INTO THE ROADS.

811 Know what's below. Call before you dig.

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MAVERICK ENGINEERING
1909 West Wall Street, Suite "K"
Midland, Texas 79701
Tel: (432) 262-0999 Fax: (432) 262-0989
www.maverick-eng.com

NO.	REVISIONS	DATE
1	07/29/2021 EXPANDED SITES	

DRAWN BY: CB
CHECKED BY: PBH
SCALE: 1" = 50'
DATE: 05/24/2021
JOB NO. 16-0010

SITE PLAN

MANOR PARK SOUTH
LOT 2, BLOCK 2, WALLACE HEIGHTS, SECTION 9
CITY AND COUNTY OF MIDLAND, TEXAS

SHEET C100 OF 01

10177 ☑ APPROVED

City Council Meeting

Item Number: 11

Meeting Date: April 27, 2021

To: City Council / City Manager

From: Valerie A. Sherman, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 2, WALLACE HEIGHTS ADDITION, SECTION 9, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE SOUTH SIDE OF SINCLAIR AVENUE, APPROXIMATELY 290 FEET EAST OF NORTH LOOP 250 WEST); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Purpose:

The applicant, Manor Park, Inc., is requesting to amend their site plan to modify the building area site along Sinclair Avenue and Andrews Highway frontage. The property is located at 5323 Sinclair Avenue and is the location of Manor Park South.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Discussion:

Surrounding Zoning and Land Use:

The property to the north is zoned PD, Planned District for a Housing Development. The properties to the east are zoned SF-1, Single-Family Dwelling District and O1, Office District. The properties to the south across Andrews Highway are zoned RR, Regional Retail District, and LR Local Retail District. The properties to the west are zoned RR, Regional Retail District and PD, Planned District for a Transitional District.

Analysis:

The site plan, attached hereto as Exhibit A, shows a modification of the lot area for Building Sites #63 through # 67 along Sinclair Avenue, from 36 feet to 75 feet to make seven lots; and to modify the lot area for Building Sites #11 through # 15 along Andrews Highway, from 35 feet to 75 feet to make five lots. No additional changes or modifications of the property are being proposed.

This proposed project has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Engineering: (Approved)

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Code: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Planning:

Per the Future Land Use map, this location is designated as Urban Medium; which calls for a mix of housing types including single-family housings, multi-family housing, commercial, and mixed-use; therefore, this zone change complies with the Future Land Use plan.

This request has been recommended for approval by a unanimous vote at the April 5, 2021 Planning and Zoning Commission meeting.

Staff recommends approval of the zone change from a PD, Planned District for a Housing Development to amended PD, Planned Development District for a Housing Development, subject to conditions A and E.

Conditions:

A. **That the use and development of this property shall conform to the regulations of the MF-16, Multiple Family Dwelling District.**

B. **That this property shall conform to the site plan, which is attached hereto and incorporated herein as Exhibit A.**

C. **That the landscaping shall conform to the regulations set forth in Title XI, Chapter 9 of the City Code.**

D. **That the minimum number of required parking spaces shall be shown on Exhibit "A.**

E. **That the fencing shall significantly conform to Exhibit "A.**

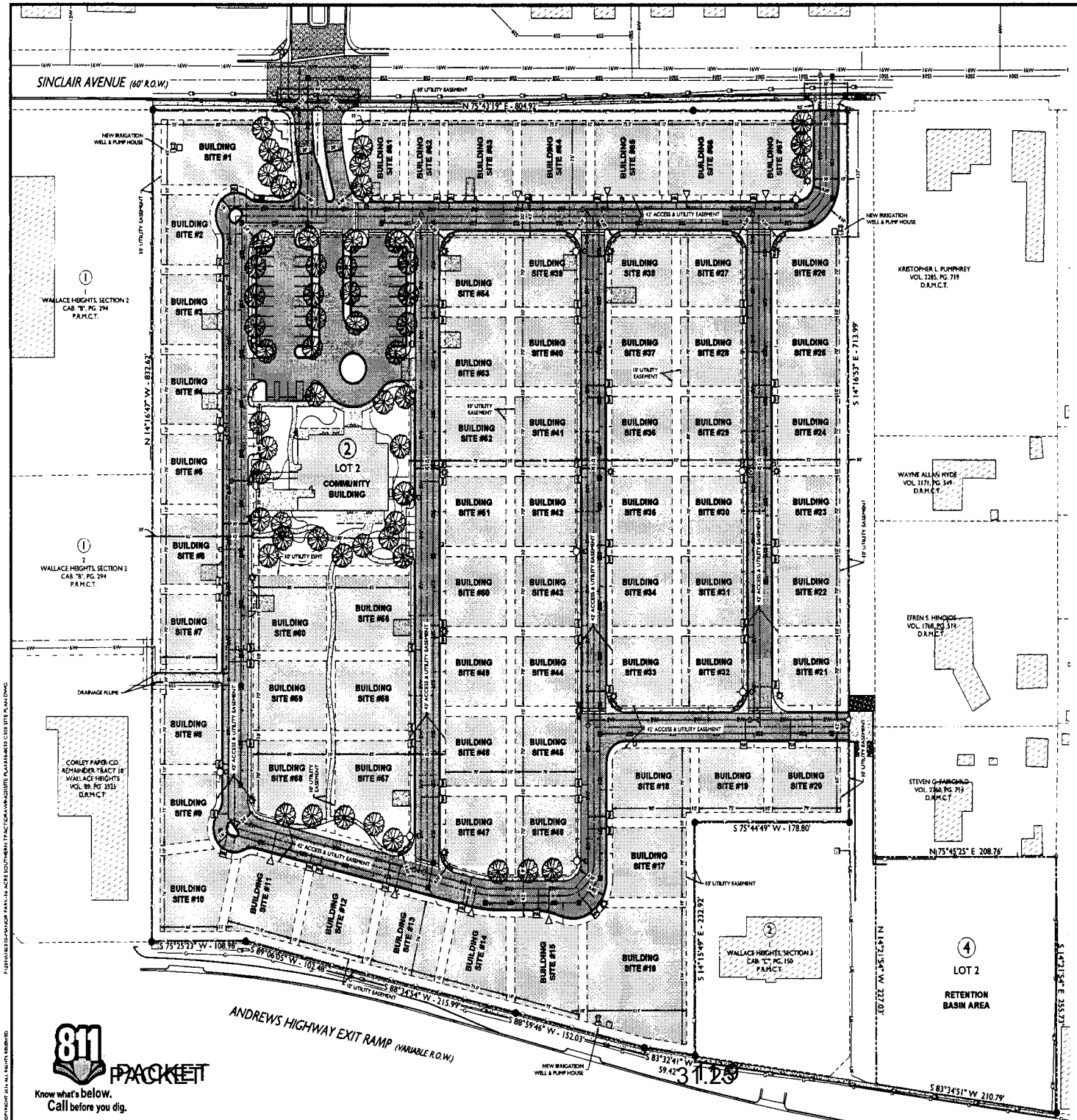
Letters of Objection:

Staff has not received any objections as of April 23, 2021.

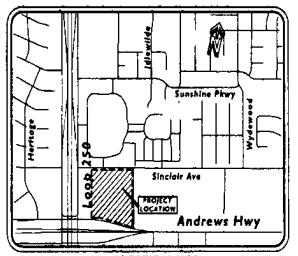
Attachments:

Site Plan (Exhibit A)
Application
Maps
Ordinance No. 9586

Robert Patrick



0' 50' 100' 150'
SCALE 1" = 50'



LOCATION MAP

LEGEND

- DENOTES FOUND MONUMENT AS NOTED
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MAVERICK ENGINEERING
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Midland, Texas 79701 TBPE F-15989
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

BY	APPR.	DATE

NO.	REVISIONS
1	REVISED LOT 2 EXPANDED SITES

DRAWN BY: CB
CHECKED BY: PBM
APPROVED BY: PBM
DATE: 02/24/2021
JOB: 16-0910

SITE PLAN
MANOR PARK SOUTH
LOT 2, BLOCK 2, WALLACE HEIGHTS, SECTION 9
CITY AND COUNTY OF MIDLAND, TEXAS

SHEET C100 OF 01

31.23
September 14, 2021

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: Z-21-0222

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Manor Park, Inc.		Phone ( ) Email	
Address 2208 N. Loop 250 West	City Midland	State TX	Zip 79707

Property Owner Printed Name: " "		Phone ( ) Email	
Address	City	State	Zip

Representative *(if different from Applicant or Property Owner)* Firm: Maverick Engineering Printed Name: Andrew Mellen, PE		Phone (432-) 262-0999 Email amellen@maverick-eng.com	
Address 1909 W. Wall St. Ste, K	City Midland	State TX	Zip 79701

Street Address: 5323 Sinclair Avenue

Legal Description
Lot: 2 Block: 2 Subdivision: Wallace Heights Addition, Section 9

Current Zoning: PD-HD	**Proposed Zone:** PD-HD *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: Modify area of building sites along Sinclair Ave. & Andrews Hwy frontages

Present Use of Property: Under-development (senior & assisted housing)

Proposed Use of Property: Senior & assisted housing

How would this zone change affect the public health, safety and welfare?
No affect.

Describe how conditions affecting the property have changed since present zoning designation: No change. Project under construction.

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date:
Applicant (printed): Manor Park, Inc.	
Property Owner (signature): Alan Hale	Date: 2-24-21
Property Owner (printed): ALAN HALE	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Andrew L. Mellen, PE who, being by me duly swom, upon oath says: That (s)he is authorized by Manor Park, Inc., the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Andrew L. Mellen
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 24th day of February, 2021, to certify which witness my hand and seal of office.

Kelsey Ann Stine

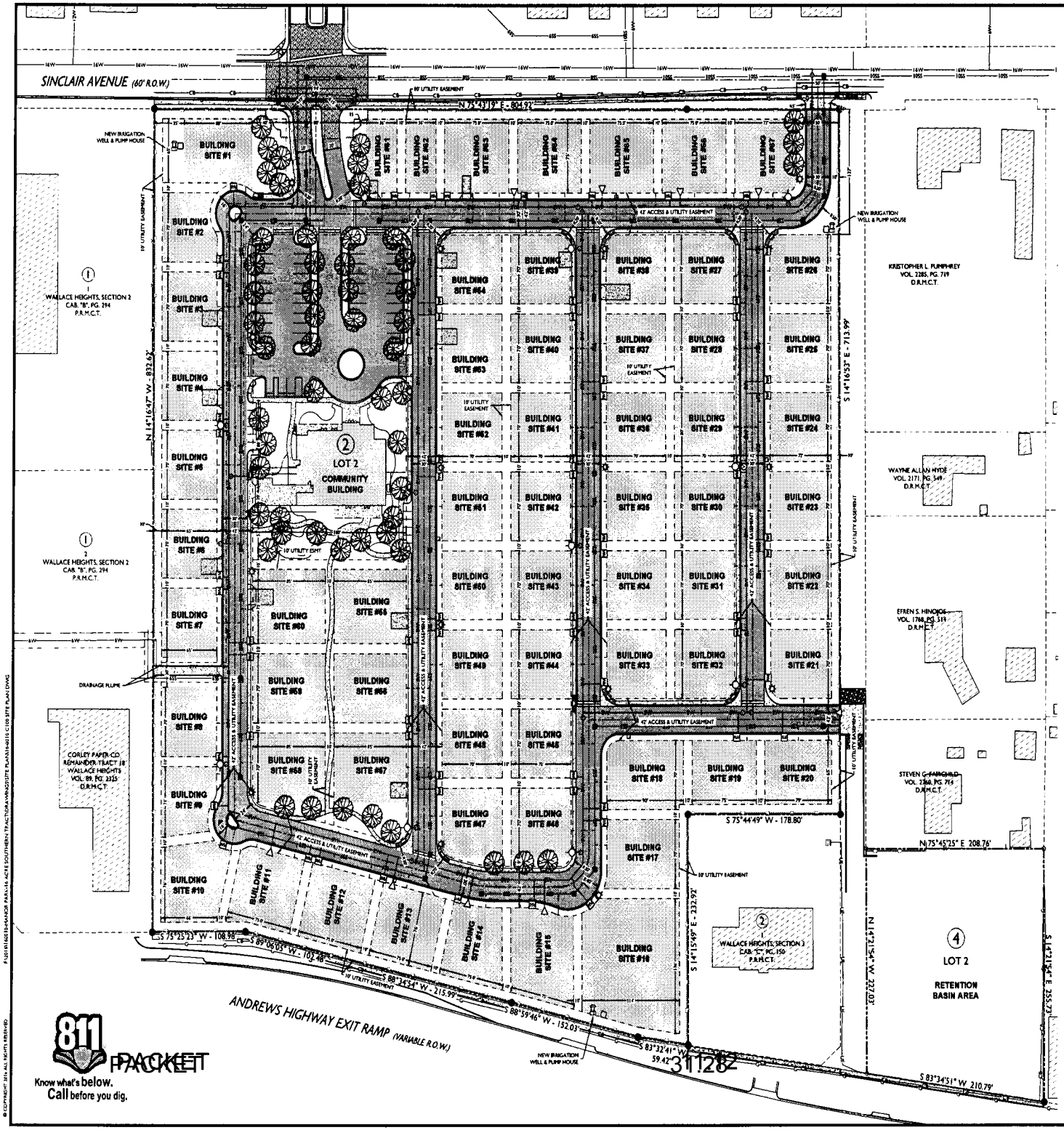
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

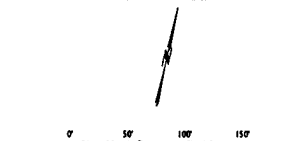
NOTARY PUBLIC STATE OF TEXAS
Kelsey Ann Stine
My Commission Expires
02/19/2022
ID No. 131456366

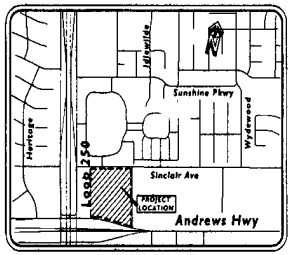
FOR OFFICE USE ONLY

- ☑ Property Owner Authorization
- ☑ Application Fee
- Check # 3353
- ☑ Dimensioned Site Plan
- ☑ Plans in Digital Format (PDF/JPEG)
- Received By: Joseph Marquez
- Date: RECEIVED FEB 24 2021
- BY:

****Application will not be considered for scheduling until reviewed by a planner.****







LOCATION MAP

LEGEND

- DENOTES FOUND MONUMENT AS NOTED
- DENOTES SET 1/2" IRON ROD
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FIRE LANES :	- PAVED ACCESS ROADS WILL BE PROVIDED AS SHOWN. ROADS WILL BE 30' WIDE, TO ALLOW FOR ON-STREET PARKING ON ONE SIDE OF THE ROAD, WHILE STILL PROVIDING A MINIMUM 20' WIDE FIRE LANE.
FENCING :	- ALONG SOUTHERN AND WESTERN PROPERTY LINES, AN 8-FOOT HIGH SOLID MASONRY FENCE TO BE CONSTRUCTED OF BRICK OR SIMILARLY PAINTED AND PATTERNED CONCRETE PANELS. - ALONG NORTHERN AND EASTERN BOUNDARIES, FENCING TO BE BRICK COLUMNS SPACED AT 30' APART, WITH 1/3 OF THE OPENINGS TO BE BRICK WALLS, AND THE REMAINDER TO BE WOODEN SLATS. THIS FENCING WILL MATCH THE EXISTING FENCE AROUND THE MAIN MANOR PARK CAMPUS.
DRAINAGE :	- OFF-SITE DRAINAGE BASIN WILL BE CONSTRUCTED ON LOT 2, BLOCK 4, WILSHIRE PARK SECTION 9 TO COMPENSATE FROM INCREASED RUNOFF POST-DEVELOPMENT. - AN AGREEMENT IS IN PLACE WITH THE DEVELOPERS OF THE CORLEY PAPER TRACT AND LOT 2, BLOCK 1, WALLACE HEIGHTS 2. A [illegible] TO ROUTE [illegible]

811 PACKETT
Know what's below. Call before you dig.

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P:\2016\2016-MANOR PARK\16 ACRE SOUTHERN TRACT\MXD\SITE PLAN\16-6015 C100 SITE PLAN.DWG

MAVERICK ENGINEERING
1909 West Wall Street, Suite "K"
Midland, Texas 79701 FIRM # F-15089
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

NO.	REVISIONS	BY	APPR.	DATE
1	8/24/2021 EXPANDED SITES			

DRAWN BY: CB
CHECKED BY: PBH
APPROVED BY: PBH
DATE: 8/24/2021
JOB: 16-6015

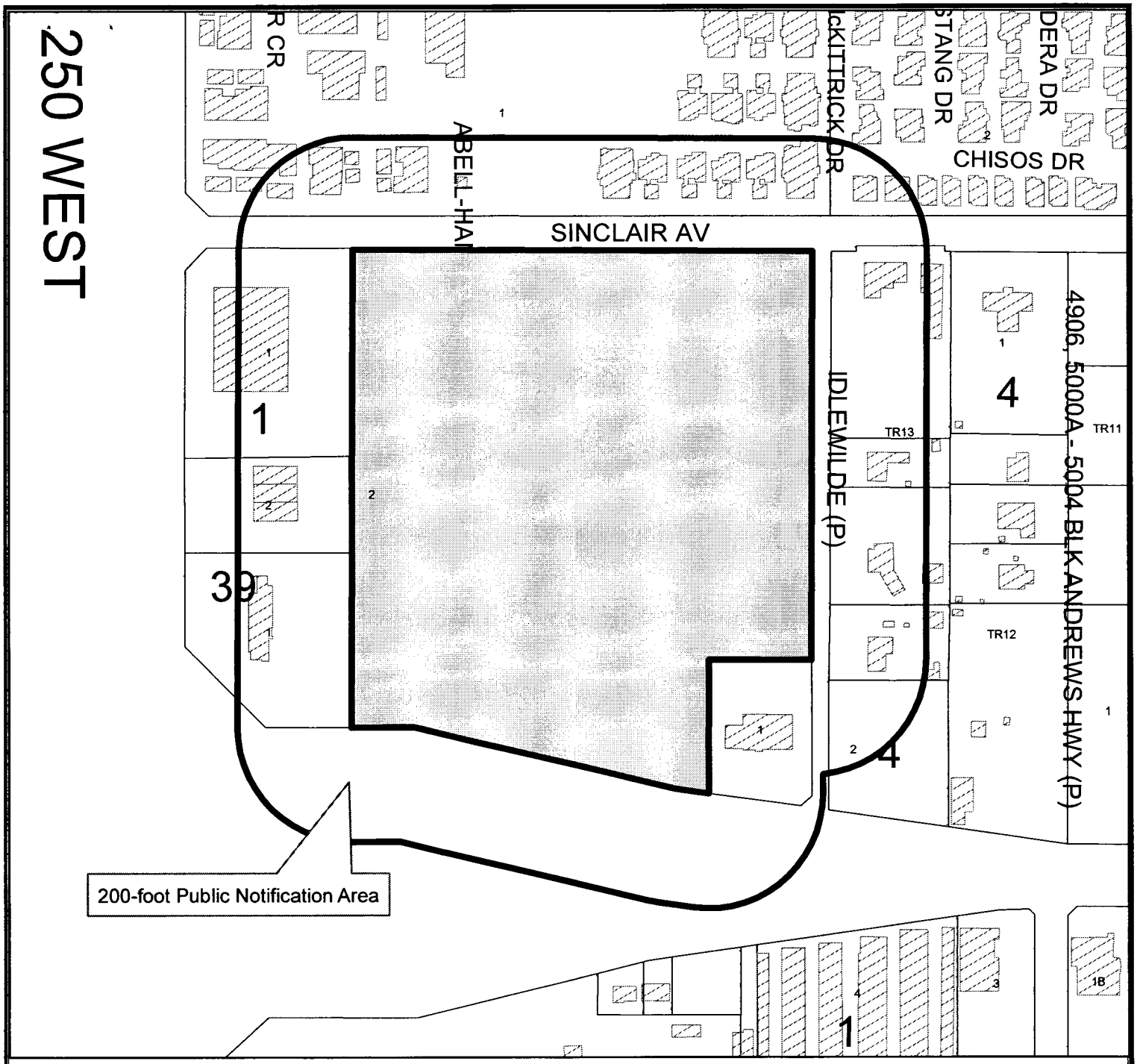
SITE PLAN

MANOR PARK SOUTH

LOT 2, BLOCK 2, WALLACE HEIGHTS, SECTION 9
CITY AND COUNTY OF MIDLAND, TEXAS

SHEET C100 OF 01

FILED FOR RECORD
31128
September 14, 2021



LOCATION MAP

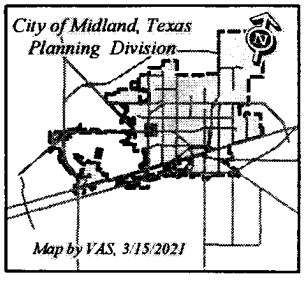
Z-21-0222 **Scale: 1" = 250'**

Consider a request by Manor Park, Inc., for a zone change from PD, Planned District for a Housing Development to Amended PD, Planned Development District for a Housing Development on Lot 2, Block 2, Wallace Heights Addition, Section 9, City and County of Midland, Texas.

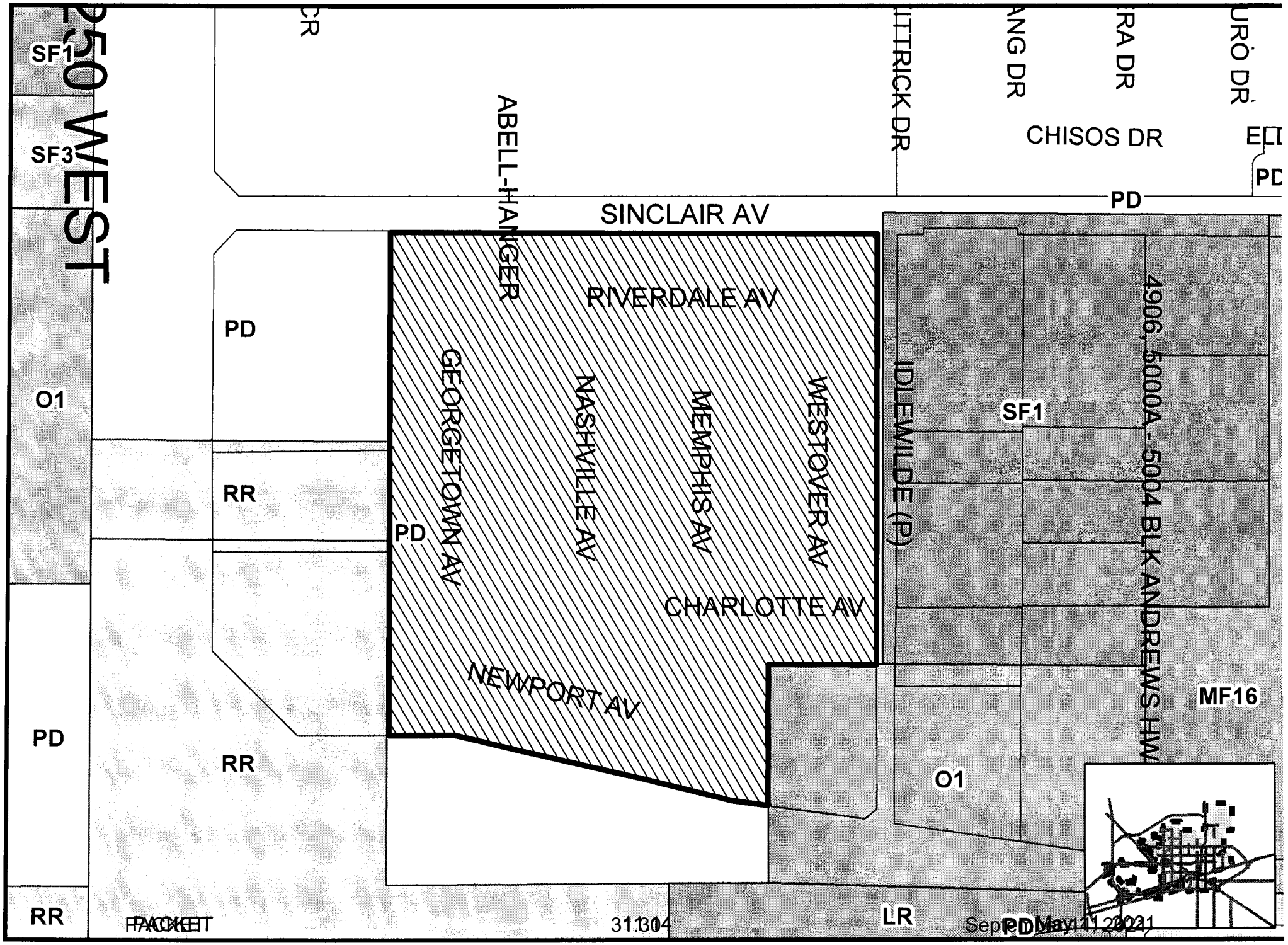
Generally located on the south side of Sinclair Avenue, approximately 200 feet east of N. Loop 250 West. (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



May 11, 2021
September 14, 2021



Map By VAS, 3/15/2021

Z-21-0222

Scale: 1" = 200'

ZONING MAP

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ORDINANCE NO. 9586

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING TRACTS 14, 15, 16, AND 17, WALLACE HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH ARE PRESENTLY ZONED 1F-1, ONE-FAMILY DWELLING DISTRICT, IN PART, MF-1, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART, MF-2, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART, AND TH, TOWNHOUSE DWELLING DISTRICT, IN PART, TO BE USED AS A PD, PLANNED DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE SOUTH SIDE OF SINCLAIR AVENUE, APPROXIMATELY 290 FEET EAST OF NORTH LOOP 250 WEST); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of "Planned Districts" under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the creation of a PD, Planned District for a Housing Development, as set out hereinafter and subject to the conditions and restrictions set out hereinafter;

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

SECTION ONE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned 1F-1, One-Family Dwelling District, in part, MF-1, Multiple-Family Dwelling District, in part, MF-2, Multiple-Family Dwelling District, in part, and TH, Townhouse Dwelling District, in part,

and it shall be used as a PD, Planned District for a Housing Development, said property being described as follows:

Tracts 14, 15, 16, and 17, Wallace Heights Addition, City and County of Midland, Texas.

SECTION TWO. That said property shall be subject to the following special conditions and restrictions:

A. That the use and development of the property shall conform to the regulations of the MF-1, Multiple-Family Dwelling District, except as otherwise stated below.

B. That the use and development of the property shall significantly conform to the site plan, which is attached hereto and incorporated herein as Exhibit "A".

C. That the landscaping of the property shall significantly conform to the landscape notes in Exhibit "A".

D. That the internal landscaping of the property may be installed in phases as construction progresses.

E. That the fencing shall significantly conform to Exhibit "A"

F. That there shall be no fewer parking spaces on the property than the number of parking spaces shown in Exhibit "A".

G. That all lighting shall significantly conform to the standards set forth in the City Code.

SECTION THREE. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FOUR. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FIVE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of

Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SIX. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 26th day of July, A.D., 2016; and passed to second reading on motion of Council member Love, seconded by Council member Lacy, by the following vote:

Council members voting "AYE": Love, Sparks, Morales, Dufford, Lacy, Robnett

Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Hotchkiss, seconded by Council member Lacy, on the 9th day of August, A.D., 2016, at a regular meeting of the City Council:

Council members voting "AYE": Hotchkiss, Love, Sparks, Morales, Dufford, Lacy, Robnett

Council members voting "NAY": None

PASSED AND APPROVED THIS 9th day of August, A.D., 2016.

Jerry F. Morales, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Frank Salvato, Assistant City Manager

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

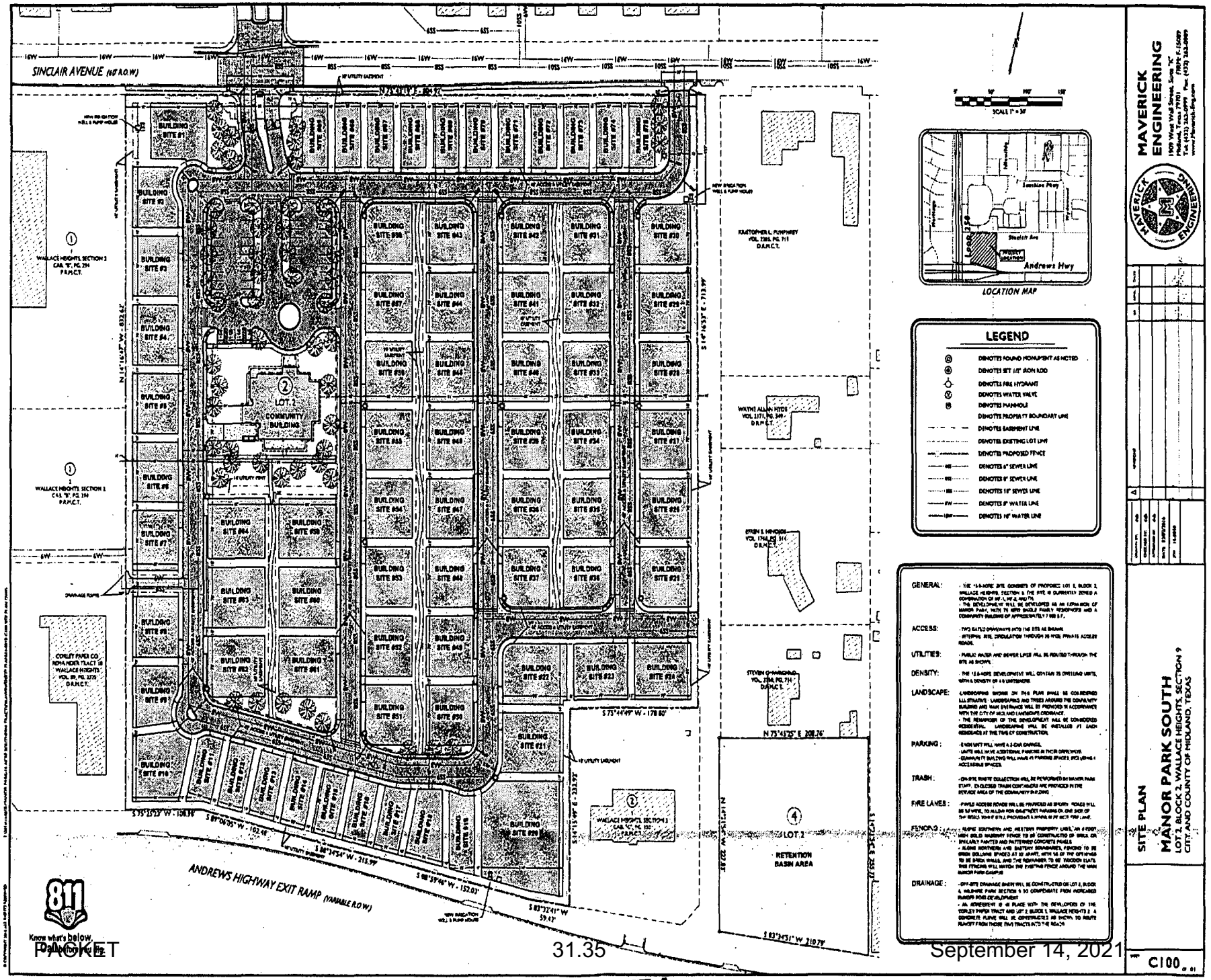

SINCLAIR AVENUE (60' R.O.W.)
ANDREWS HIGHWAY EXIT RAMP (VARIABLE R.O.W.)
LOT 2
COMMUNITY BUILDING
LOT 2
RETENTION BASIN AREA
WALLACE HEIGHTS, SECTION 3
CAB. "C", PG. 132
P.R.M.C.T.
WALLACE HEIGHTS SECTION 1
CAB. "B", PG. 294
P.R.M.C.T.
COXEY PARK CO.
ROHA HOMES TRACT 18
WALLACE HEIGHTS
VOL. 99, PG. 2275
D.R.M.C.T.
KRISTOPHER L. PUMPHREY
VOL. 2365, PG. 711
D.R.M.C.T.
WAYNE ALLAN HYDE
VOL. 2171, PG. 349
D.R.M.C.T.
BYRON S. HANCOCK
VOL. 1748, PG. 314
D.R.M.C.T.
STEVEN O'MARIANO
VOL. 2394, PG. 714
D.R.M.C.T.
BUILDING SITE #1
BUILDING SITE #2
BUILDING SITE #3
BUILDING SITE #4
BUILDING SITE #5
BUILDING SITE #6
BUILDING SITE #7
BUILDING SITE #8
BUILDING SITE #9
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BUILDING SITE #62
BUILDING SITE #63
S 75°15'23" W - 108.16'
S 89°06'05" W - 162.46'
S 88°54'54" W - 215.99'
S 88°59'46" W - 157.03'
S 89°37'41" W
59.43'
S 75°44'49" W - 178.80'
N 73°44'25" E 208.76'
S 89°34'31" W 210.79'
S 14°16'53" E - 713.99'
N 14°16'53" W - 832.62'
SCALE 1" = 30'
Andrews Hwy
LOCATION MAP
LEGEND
DENOTES FOUND MONUMENT AS NOTED
DENOTES SET 1/2" IRON ROD
DENOTES FIRE HYDRANT
DENOTES WATER VALVE
DENOTES MANHOLE
DENOTES PROPERTY BOUNDARY LINE
DENOTES EASEMENT LINE
DENOTES EXISTING LOT LINE
DENOTES PROPOSED FENCE
DENOTES 6" SEWER LINE
DENOTES 8" SEWER LINE
DENOTES 15" SEWER LINE
DENOTES 8" WATER LINE
DENOTES 16" WATER LINE
GENERAL:
ACCESS:
UTILITIES:
DENSITY:
LANDSCAPE:
PARKING:
TRASH:
FIRE LANES:
FENCING:
DRAINAGE:
Know what's below.
Call before you dig.
MAVERICK ENGINEERING
SITE PLAN
MANOR PARK SOUTH
LOT 2, BLOCK 2, WALLACE HEIGHTS, SECTION 9
CITY AND COUNTY OF MIDLAND, TEXAS
C100

EXHIBIT A

9586

City Council Agenda

APPROVED

Approved for Agenda:
fsalvato
City Manager's Office

MEETING DATE: August 9, 2016

TO: City Council / City Manager

FROM: Geoff Solomonson, Planner

SUBJECT: Consider an ordinance on second reading on a request by Manor Park for a Zone Change from 1F-1, One-Family Dwelling District, in part, MF-1, Multiple-Family Dwelling District, in part, TH, Townhouse Dwelling District, in part, and MF-2, Multiple-Family Dwelling District, in part, to PD, Planned District for a Housing Development, on Tracts 14, 15, 16, and 17, Wallace Heights Addition, City and County of Midland, Texas. (Generally located on Sinclair Avenue, approximately 290-feet east of N. Loop 250 West. – Council District 4)

Purpose:

Consider an ordinance on second reading on a request by Manor Park for a Zone Change from 1F-1, One-Family Dwelling District, in part, MF-1, Multiple-Family Dwelling District, in part, TH, Townhouse Dwelling District, in part, and MF-2, Multiple-Family Dwelling District, in part, to PD, Planned District for a Housing Development, to allow for a future expansion of the Manor Park Retirement Community.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

No City funds are required to process this request.

Discussion:

Current Zoning:

1F-1, One-Family Dwelling District, in part, MF-1, Multiple Family Dwelling District, in part, TH, Townhouse Dwelling District, in part, and MF-2, Multiple Family Dwelling District, in part.

Surrounding Zoning and Land Use:

The property is located near the intersection of N. Loop 250 West and Andrews Highway and is currently undeveloped. The zoning to the north, across Sinclair Avenue, is a PD, Planned District for a Housing Development (Ordinance No. 8126), with an underlying zoning of MF-1, Multiple-Family Dwelling District, and is the location of Manor Park Retirement Community. The properties to the east are zoned 1F-1, One-Family Dwelling District, and O1, Office District, and contain single-family residences within the 1F-1, One-Family Dwelling District, and an office building within the O1, Office District.

To the south are properties zoned LR-1, Local Retail District, and LR-2, Local Retail District, which are mainly undeveloped with a few single-family residences. Zoning to the west is LR-2, Local Retail District, in part, and a PD, Planned District for a Transition District (Ordinance No. 6739). Tracker Boat Center is located in the PD, Planned District for a Transition District.

Analysis:

The parcels proposed for rezoning were originally platted as Wallace Heights Addition in 1946, with the intent of 1F-1, One-Family Dwelling District, for single-family residential. In 1980, the properties were rezoned to MF-1, Multiple-Family Dwelling District, in part, TH, Townhouse Dwelling District, in part, and MF-2, Multiple-Family Dwelling District, in part, by Ordinance No. 5613.

PD, Planned District for a Housing Development, with an underlying zoning of MF-1, Multiple-Family Dwelling District, is an appropriate application of a zone change to match the current Manor Park Retirement Community campus, as the expansion is a large housing development. This Zone Change is in process along with the re-platting of the property as Wallace Heights, Section 9.

Exhibit A, provided by the applicant, shows the proposed site plan for an expansion of the Manor Park Retirement Community. Seventy Five (75) building sites are proposed as an expansion to the south from the adjacent Manor Park Retirement Community campus. Each site can have up to 2 units for a maximum density of 4.8 dwelling units per acre. The PD, Planned District for a Housing Development, with an underlying zoning of MF-1, Multiple-Family Dwelling District, allows for a maximum of 16 dwelling units per acre according to the Midland City Zoning Ordinance Chapter 11-1-6, Zoning district classification; use and development regulations.

This proposed development would generate approximately 15 morning peak hour (7 a.m. to 9 a.m.) trips and 20 evening peak hour (4 p.m. to 6 p.m.) trips based on Senior Adult Housing from the Trip Generation Manual by the Institute of Transportation Engineers.

Landscaping on the site meets Midland City Zoning Ordinance Chapter 11-9, Landscape Regulations of 1 tree per 30 feet of street frontage and 1 tree per 15 parking spaces.
Landscaping around the community building and main entrance will be provided in accordance with the City of Midland Landscape Ordinance. The remainder of the landscaping of the development will be considered residential and will be installed at each residence at the time of construction.

The site will have a primary access point and another emergency access point with gates both along Sinclair Avenue.

Staff recommends approval of a Zone Change from 1F-1, One-Family Dwelling District, in part, MF-1, Multiple-Family Dwelling District, in part, TH, Townhouse Dwelling District, in part, and MF-2, Multiple-Family Dwelling District, in part, to PD, Planned District for a Housing Development, subject to conditions A through G.

Conditions:

A. That the use and development of this property shall significantly conform to the regulations of the MF-1, Multiple-Family Dwelling District, except as otherwise stated below.

B. That the use and development of the property shall significantly conform to the attached site plan, Exhibit "A."

C. That the landscaping shall significantly conform to the Exhibit "A" Landscaping Notes.

D. That the landscaping internal to the site may be installed in phases as construction progresses.

E. That the fencing shall significantly conform to Exhibit "A."

F. That the minimum number of required parking spaces shall be shown on Exhibit "A."

G. That all lighting shall significantly conform to the standards set forth in the Midland City Code.

Letters of Objection:

As of July 22, 2016, staff has received no letters of objection.

Attachments:

Application
Maps
Proposed Site Plan (Exhibit A)
Ordinance No. 8126

Case Number: Z-16-0016

MIDLAND
Planning Division

APPLICATION TO CHANGE ZONING CLASSIFICATION

I. APPLICATION

Applicant:

Manor Park Inc, Alan Hale, Executive Director (Name) | 432-689-9898 (Phone)

2208 N Loop 250 West, Midland, TX 79707 (Address) | ahale@manorparkinc.org (Email)

Property Owner:

_____ (Name) | _____ (Phone)

_____ (Address) | _____ (Email)

Representative (*please see affidavit on page 2*):

Andrew Hobby, P.E. - Maverick Engineering (Name) | 432-262-0999 (Phone)

1909 West Wall St. Ste K, Midland, TX 79701 (Address) | ahobby@maverick-eng.com (Email)

Street address: _____

Legal Description of property (complete Lot, Block, and Subdivision Name or if unplatted, attach a Metes and Bounds description with surveyor's seal, each district must be described separately):

Tracts 17, 16, 15, and the North 4 Acres of Tract 14, Wallace Heights Addition, City and County of Midland, Texas.

Present Zone: MF-1, MF-2, TH Proposed Zone: PD-HD

(List by tracts if more than one district is requested)

Reason for Zone Change Request: Development of site for future phase of Manor Park.

Present Use of Property: Undeveloped

Proposed Use of Property: Senior housing community

How would this zone change affect the public health, safety and welfare?

NA

Describe how conditions affecting the property have changed since present zoning designation:

NA

II. APPLICATION FEES:

Single, standard zone change: **$400**, Multiple, standard zone change: add **$100** per additional district.
Single PD zone change: **$550**, Multiple PD proposal: add **$100** per district.

Total: $ 550.00

III. SITE PLAN SUBMITTALS *(if applicable)*:

5 FOLDED copies of the PD site plan: x
Site Plan in digital format (PDF & JPEG): x

VI. Signature

Property Owner (signature): _____ Date: _____

If an Agent is authorized by the property owner to file and execute the application on behalf of the property owner, the Agent must complete the affidavit below.

STATE of TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Andrew Hobby who, being by me duly sworn, upon oath says: That (s)he is authorized by Alan Hale, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (signature)

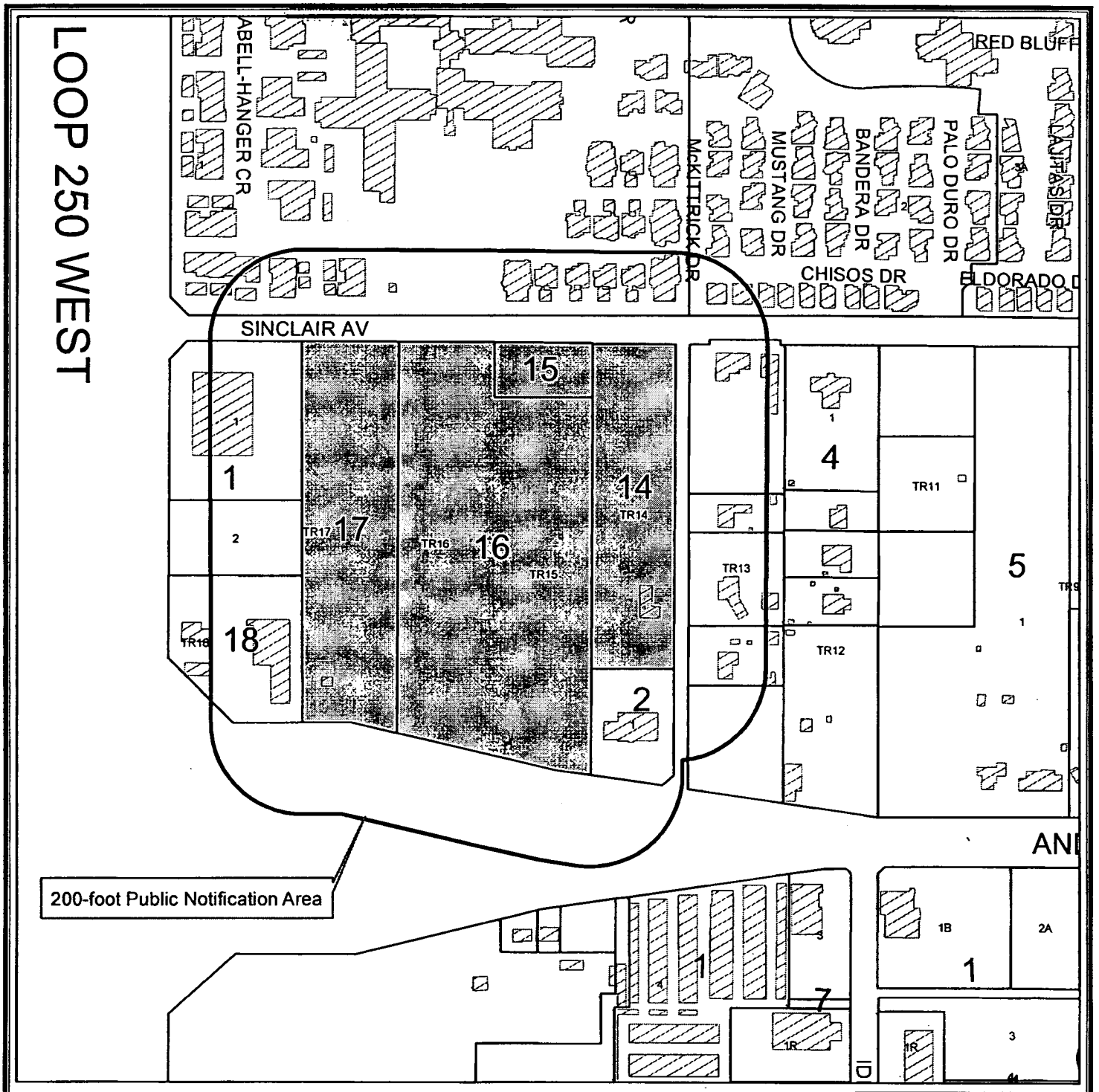
Subscribed and sworn to before me, this 10th day of June, 20 16, to certify which witness my hand and seal of office.

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY
Rec'd By: _____ Date: _____
Assigned: _____
For: _____ On: _____

PALADIN HUCKABA
Notary Public, State of Texas
Comm. Expires 08-26-2019
Notary ID 13034715-0

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

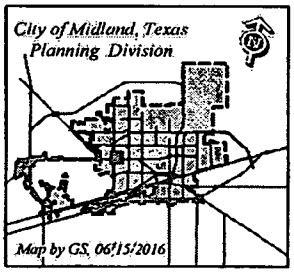
Z - 16 - 0016 **Scale: 1" = 300'**

Consider a request for a Zone Change from 1F-1, One-Family Dwelling District, in part, MF-1, Multiple-Family Dwelling District, in part, TH, Townhouse Dwelling District, in part, and MF-2, Multiple-Family Dwelling District, in part, to PD, Planned Development for a Housing Development on Tracts 14, 15, 16, and 17, Wallace Heights Addition, City and County of Midland, Texas.

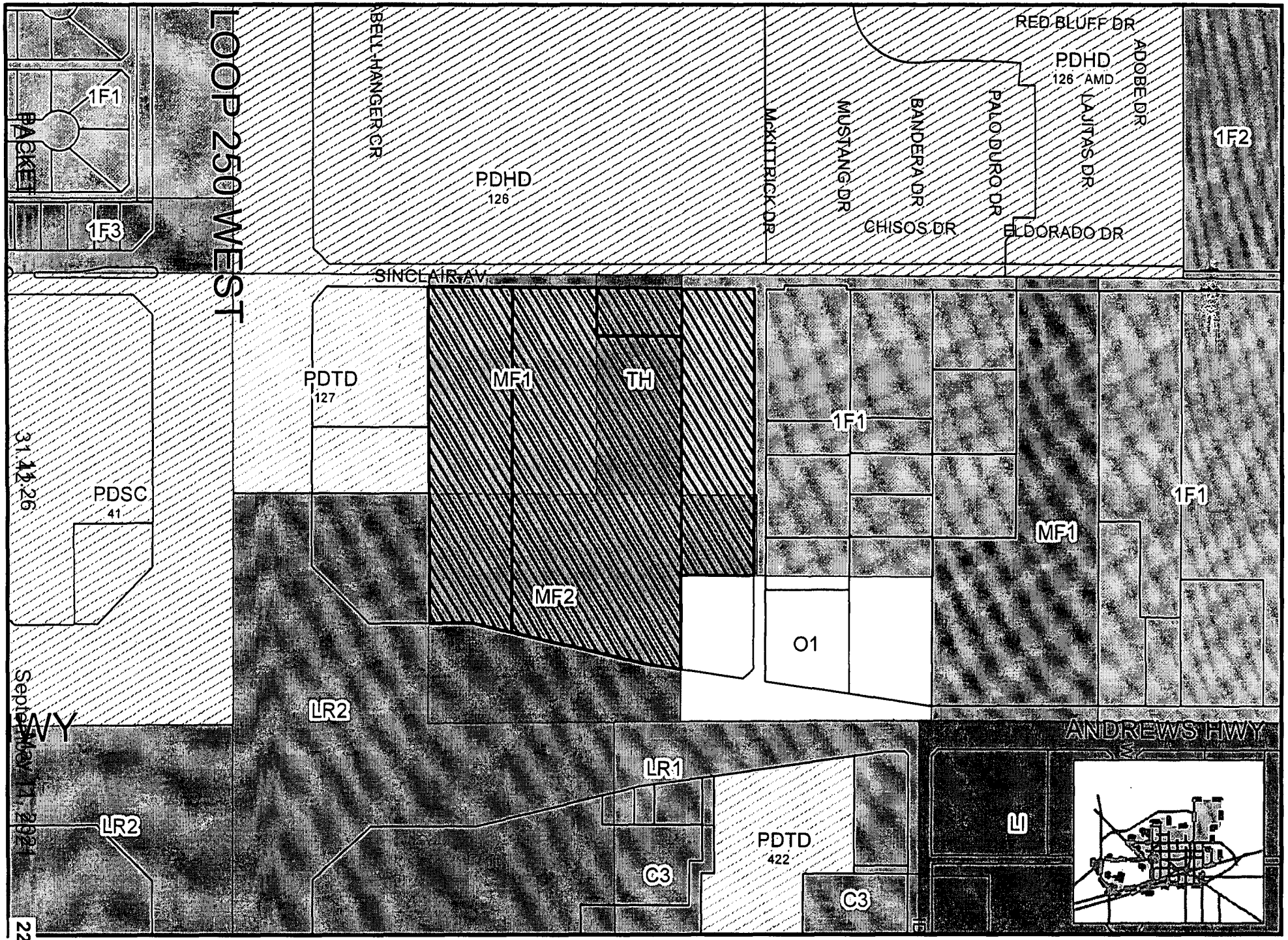
Generally located on Sinclair Avenue approximately 290-feet east of N. Loop 250 W. (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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up By GS, 06/15/2016

Z - 16 - 0016

Scale: 1" = 300'

ZONING MAP

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ORDINANCE NO. 8126

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING LOT 1, BLOCK 1, TRINITY TOWERS MANOR, SECTION 1; AND A 25.71-ACRE TRACT OUT OF SECTION 19, BLOCK 39, T-1-S, T & P RAILROAD COMPANY SURVEY, MIDLAND COUNTY, TEXAS WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A HOUSING DEVELOPMENT AND 1F-3, ONE-FAMILY DWELLING DISTRICT TO BE USED AS PD, PLANNED DISTRICT FOR A HOUSING DEVELOPMENT; PROVIDING FOR SUCH USE TO BE SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS AS SET OUT HEREIN; CONTAINING A CUMULATIVE CLAUSE; AND EXPRESSLY REPEALING ORDINANCE NO. 6213; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of "Planned Districts" under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the creation of a PD, Planned District for a Housing Development set out hereinafter and subject to the conditions and restrictions set out hereinafter;

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

SECTION ONE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned PD, Planned District for a Housing Development and 1F-3, One-Family Dwelling District, and it shall be used as a PD, Planned District for a Housing Development, subject to the special conditions and

restrictions hereinafter set out, said property being described as follows:

Lot 1, Block 1, Trinity Towers Manor, Section 1; and a 25.71-acre tract out of Section 19, Block 39, T-1-S, T & P Railroad Company Survey, Midland County, Texas. (As further described on the attached metes and bounds description, Exhibit "A", incorporated herein by reference.)

SECTION TWO. That said property shall be subject to the following conditions and restrictions:

A. That the use and development of this property shall conform to the regulations of the MF-1, Multiple-Family Dwelling District, except as otherwise stated below.

B. That the use and development of this property shall conform to the conditions shown on the attached site plan, Exhibit "B", in all respects.

C. That the maximum building height for Lot 1, Block 1, Trinity Towers Manor, Section 1 shall not exceed 65 feet or four stories. The maximum building height for Lot 2, Block 2 shall be 80 feet, or five stories.

D. That the indicated six-foot tall screening fence around the east 25 acres of this property may be installed in phases. The landscaping indicated along Sinclair Avenue may also be installed in phases, concurrently with the fence construction.

E. That the landscaping internal to the site may be installed in phases as construction progresses, provided that a minimum of 15 percent of each developing area is landscaped, and that the total landscaping once all construction is complete is 15 percent. All landscaping shall be irrigated with an automatic sprinkler system, and shall be maintained in a healthy, growing condition.

F. That the minimum number of required parking spaces shall be as shown on Exhibit "B."

G. That all fixtures for security lighting within the eastern 25 acres shall not be mounted higher than 20 feet above natural grade.

H. That Ordinance 6213 is repealed.

SECTION THREE. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FOUR. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that

covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict, and Ordinance no. 6213 is hereby expressly repealed..

SECTION FIVE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SIX. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 27th day of August, A.D., 2002; and passed to second reading on motion of Council member Simpson, seconded by Council member Bradford, by the following vote:

Council members voting "AYE": Simpson, Bradford, Perry, Morgan, Dingus, Canon and Dufford

Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Simpson, seconded by Council member Dufford, on the 10th day of September, A.D., 2002, at a regular

meeting of the City Council:

Council members voting "AYE": Simpson, Dufford, Perry, Morgan, Dingus, Canon and Bradford

Council members voting "NAY": None

PASSED AND APPROVED THIS 10th day of September, A.D., 2002.

Michael J. Canon, Mayor

ATTEST:

Kaylah J. McCord, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF MIDLAND

00C 23786 VOL 2077 PG 755

ZONING FOR TRINTY TOWER MANOR, SECTION 2

LEGAL DESCRIPTION FOR A 25.71 ACRE TRACT LOCATED IN SECTION 19, BLOCK 39, T-1-S, T. & P. RR. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

Boundary being further described by metes and bounds as follows:

BEGINNING at the Southwest corner of this tract in the center of Sinclair Avenue, from whence a 5/8" iron rod found, as set by the City of Midland, Engineering Department, at the Southeast corner of Lot 1, Block 1, Trinity Tower Manor, as recorded in Cabinet D, Page 76, Plat Records of Midland County, Texas and the Northwest corner of said 0.271 Acre right of way dedication in Volume 1185, Page 543, bears N15°15'02"W, a distance of 34.18 feet, also from said point of beginning, the Southwest corner of said Section 19, Block 39, T-1-S, based on calls of the 10.0 Acre Tract recorded in Volume 961, Page 1, bears S74°45'W, a distance of 1202.3 feet and S15°15'E, a distance of 1113.00 feet;

THENCE N15°15'02"W with and projections of the East line of said Lot 1, Block 1, and the West boundary line of said 10.0 Acre tract, at 1062.94 feet pass the Northwest corner of said 10.0 Acre Tract, continuing for a total distance of 1072.94 feet to the Northwest corner of this tract in the center of an existing alley, from whence a ½" iron rod found at the Northeast corner of said Lot 1, Block 1, bears N15°15'02"W a distance of 472.87 feet;

THENCE N74°48'58"E with the center of an existing alley, a distance of 1044.56 feet to the Northeast corner of this tract, from whence the Northeast corner of a 5.0 Acre Tract as described in Volume 649, Page 288, Deed Records bears S15°11'17"E, a distance of 10.00 feet;

THENCE S15°11'17"E with and projections of the West boundary line of Wydewood Estates, Section 4, as recorded in Cabinet C, Page 47, Plat Records of Midland County, at 1042.64 feet pass a 5/8" iron rod found at the Northeast corner of said 0.058 Acre dedicated for right of way as described in Volume 1221, Page 485, Official Records of Midland County, continuing for a total distance of 1072.70 feet to the Southeast corner of this tract, in the center of Sinclair Avenue;

THENCE S74° 48'10"W with the center of Sinclair Avenue, a distance 1043.40 feet to the Place of Beginning.

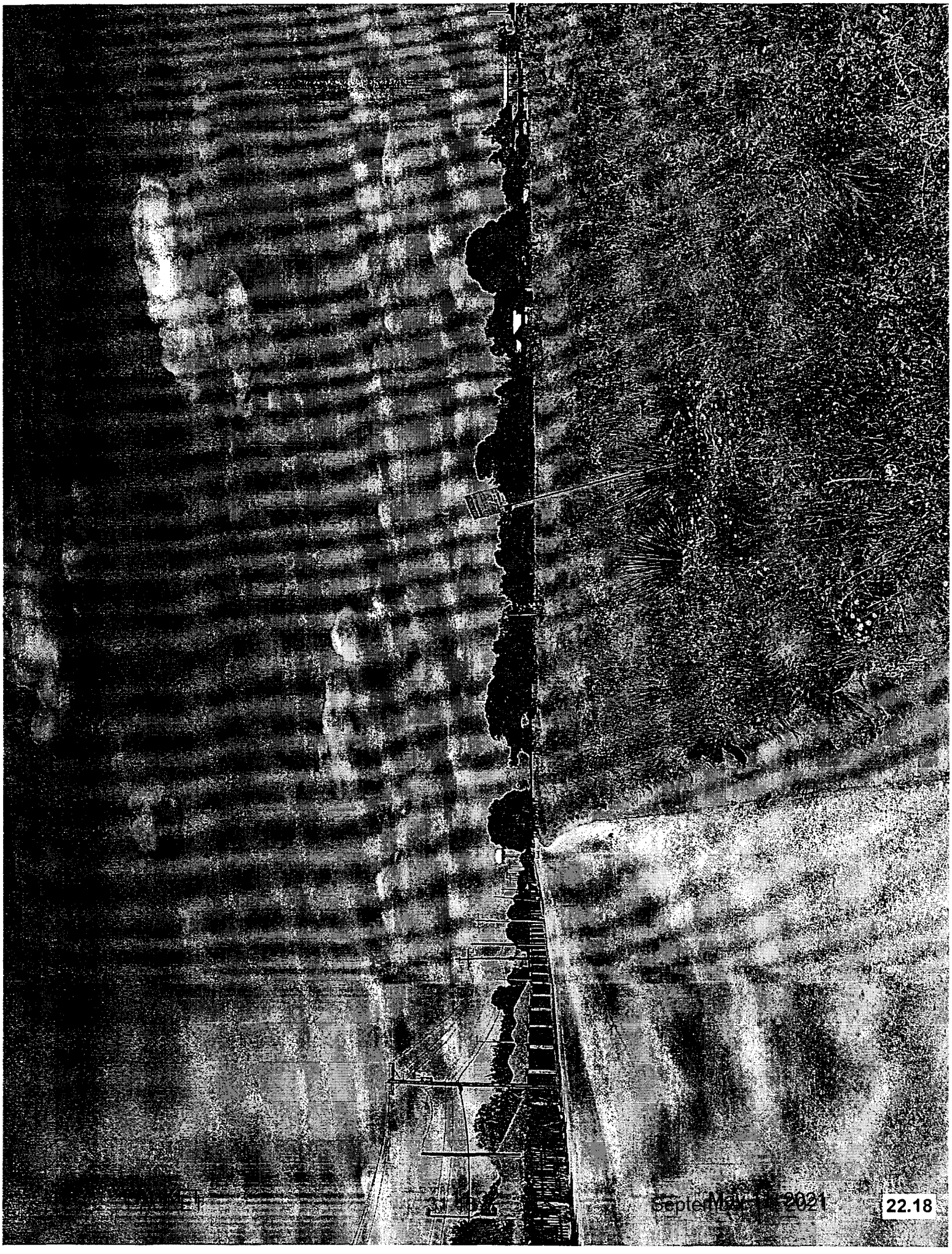
I, J. Stan Piper, Professional Land Surveyor, do hereby certify that this legal description is based on an actual survey made by me or under my supervision, and that the same is true and correct to the best of my knowledge and belief as surveyed on the ground at various dates through June 5, 2002.

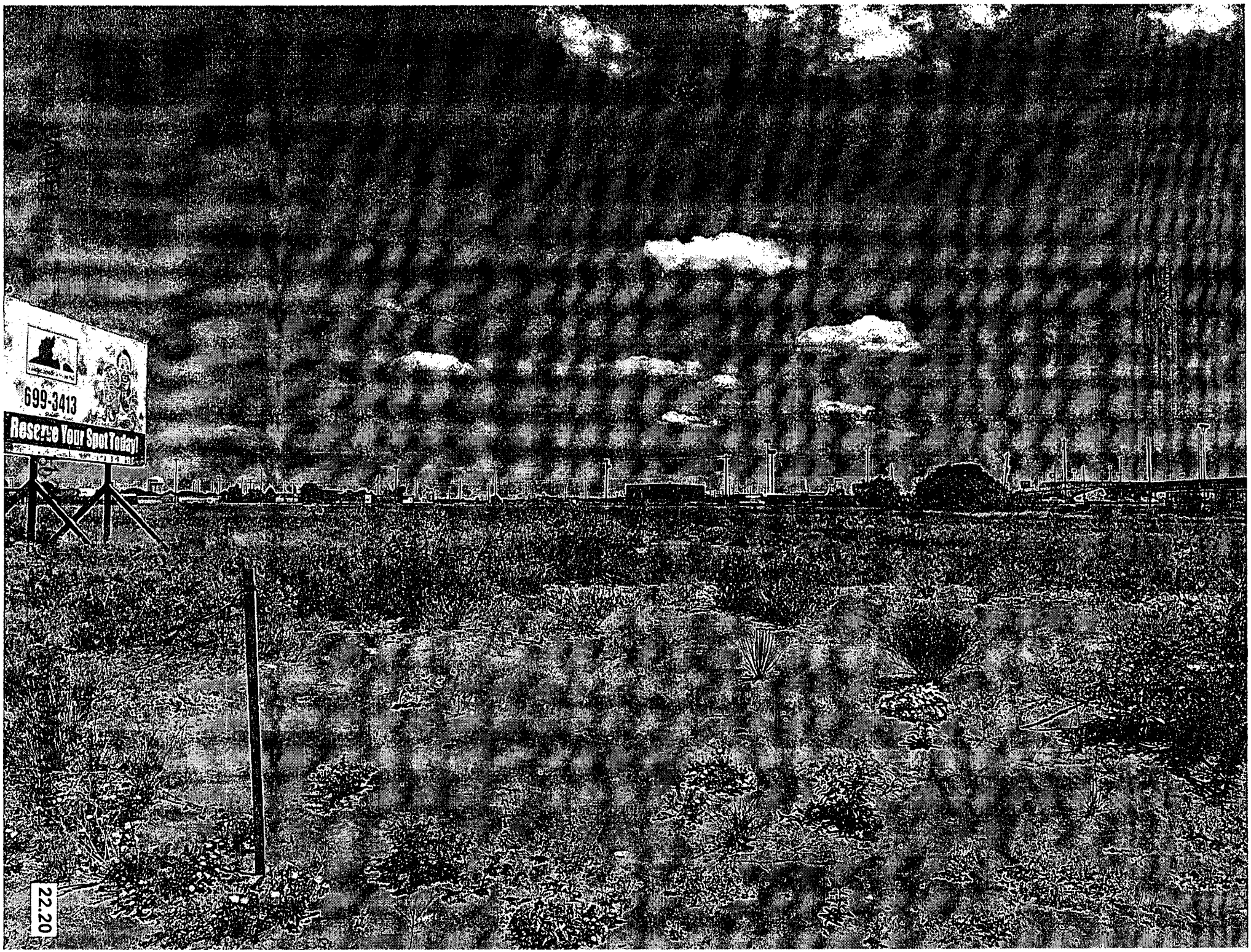
J. Stan Piper
Professional Land Surveyor

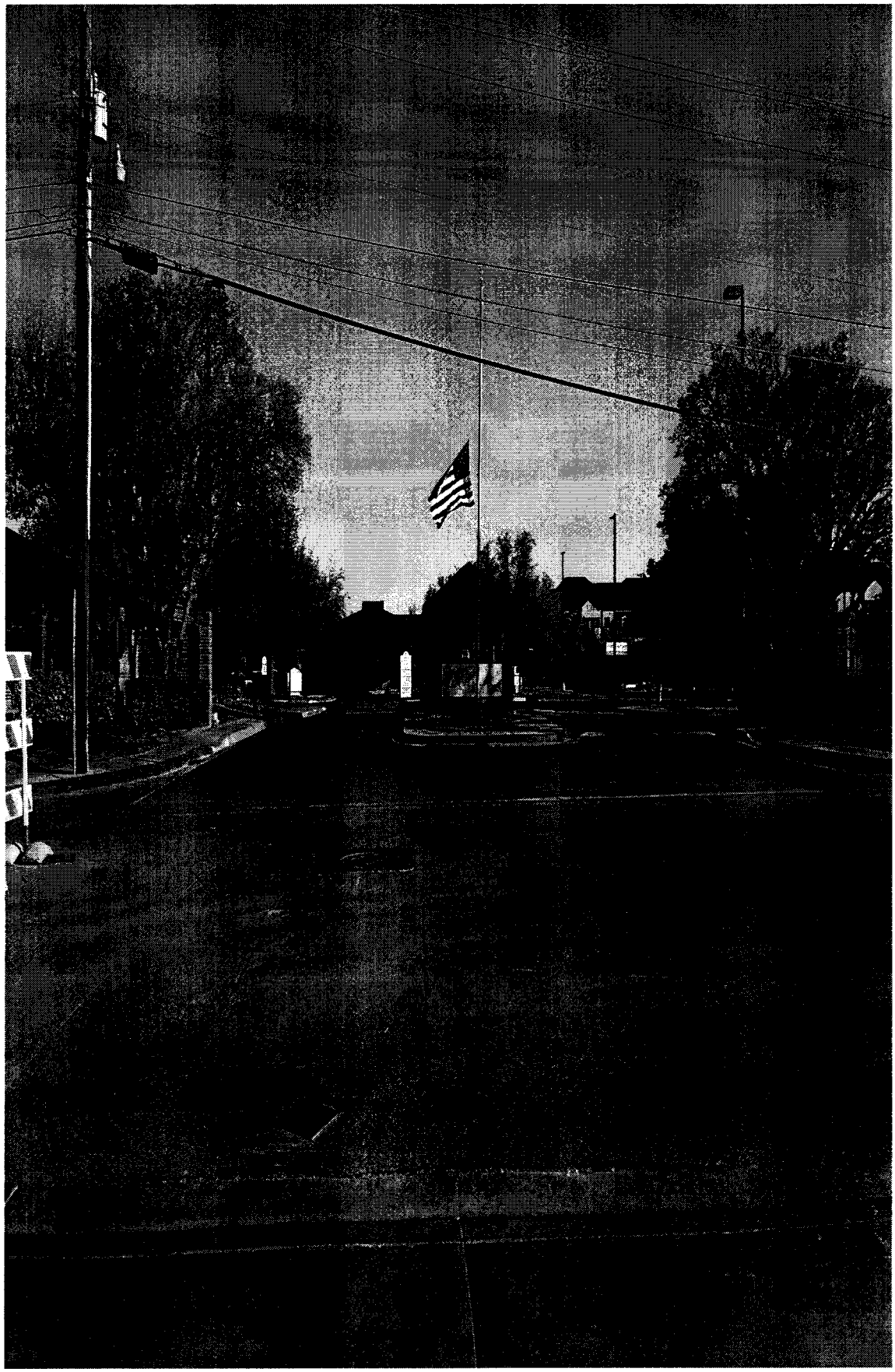
Prepared for:
Parkhill, Smith, and Cooper, Inc.
Attn.: Mr. Jay Edwards
5214 Thomason
Midland, TX 79703
(915) 697-1447

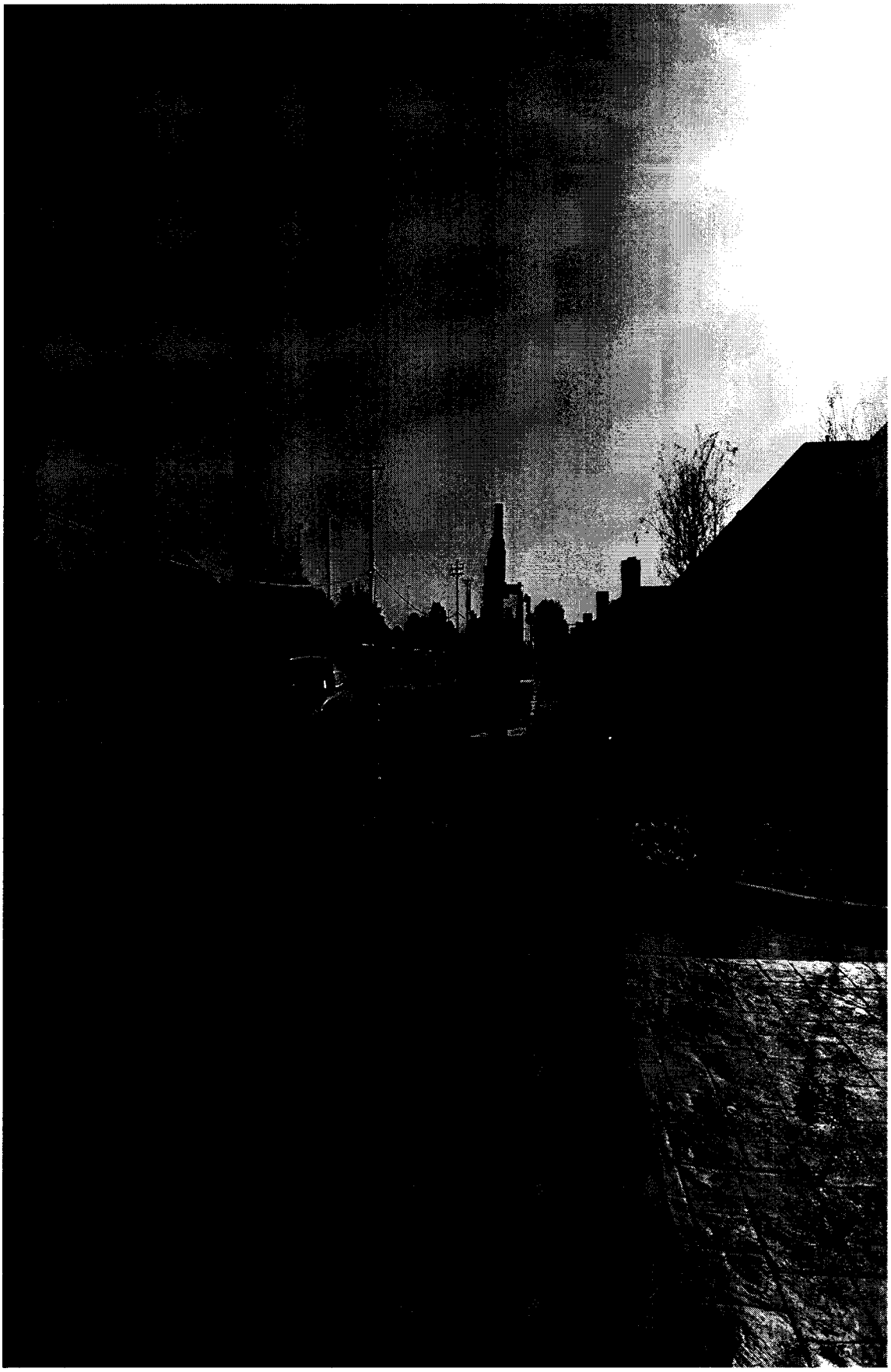
PIPER SURVEYING CO., BOX 60432, MIDLAND, TX 79711, (915) 550-7810

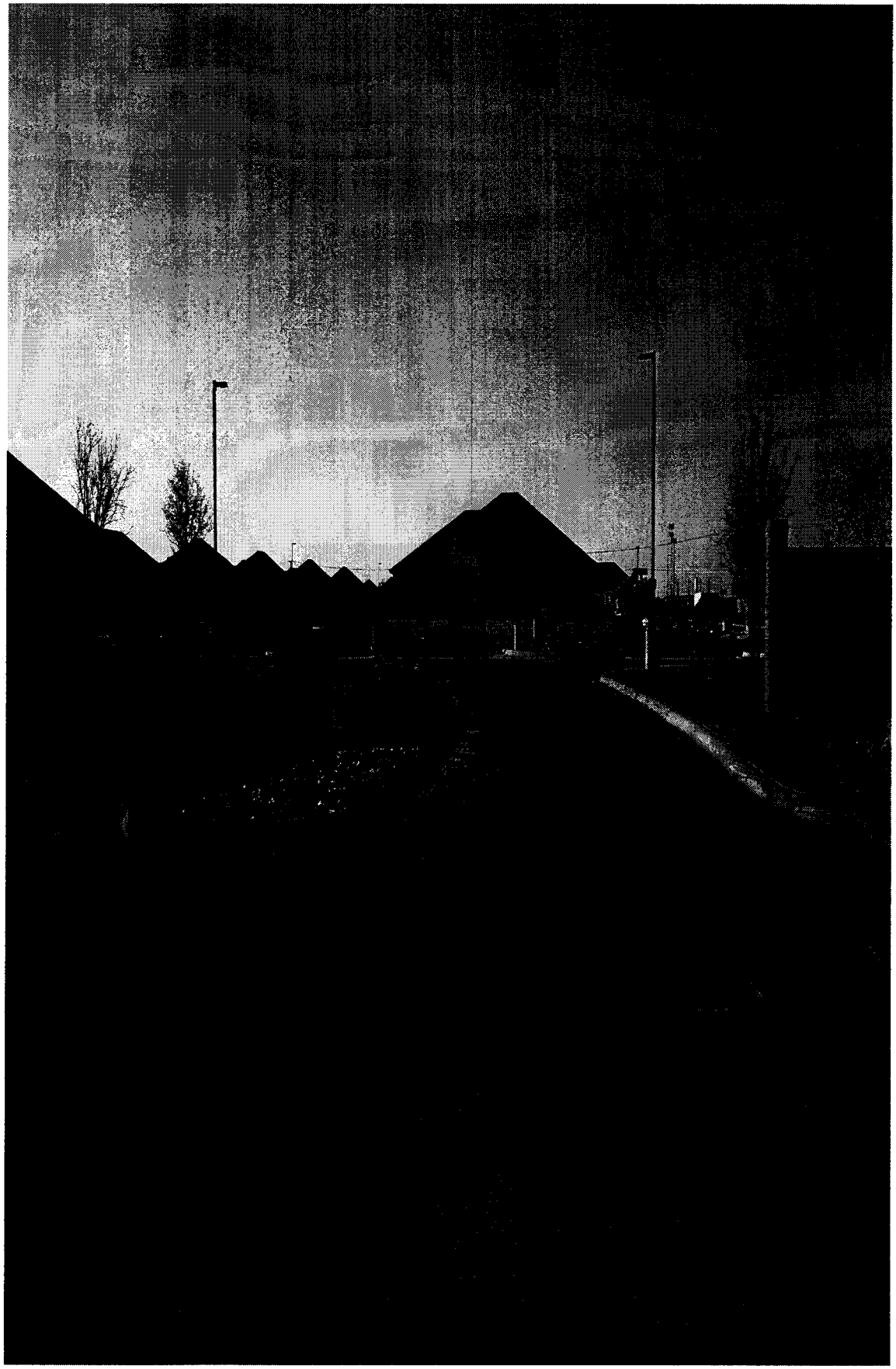
Exhibit "A"

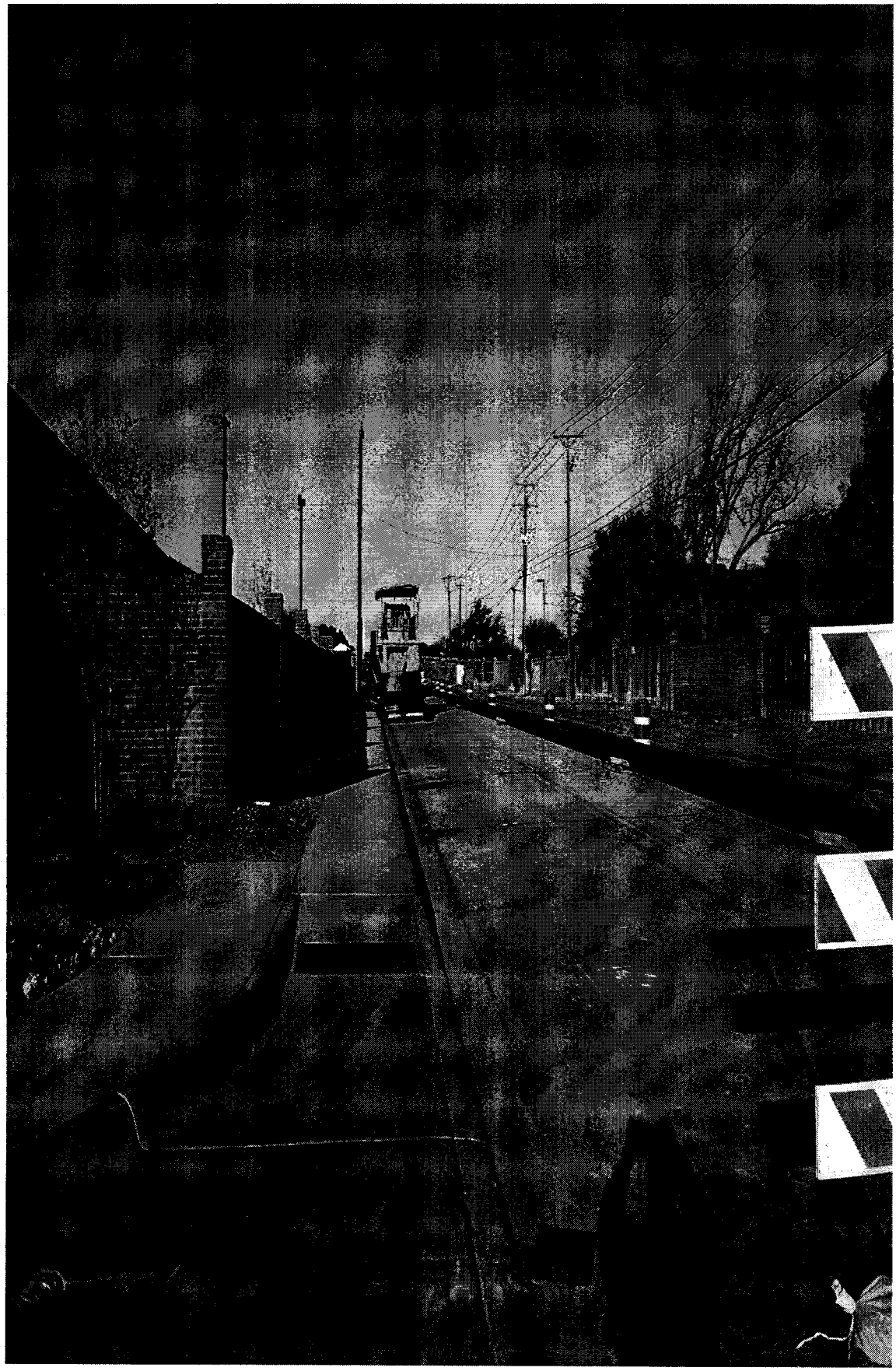



699-3413
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22.20

















City Council Meeting

Item Number: 32

Meeting Date: August 24, 2021

To: City Council / City Manager

From: Elizabeth Shaughnessy, Planning Division Manager

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 16, BLOCK 2, EASTOVER ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF JESSE STREET AND EAST ILLINOIS AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Leyda Medina, is requesting a Zone Change from MF-22, Multiple Family Dwelling District to SF-3 Single Family Dwelling District at 214 Jesse Street, to construct a single family residence.

Recommended City Council Action:

Approve

Fiscal Impact:

This request does not require any City funds.

Discussion:

Current Zoning:

MF-22, Multiple Family Dwelling District

Surrounding Zoning and Land Use:

The property to the north is zoned LI, Light Industrial District and the location of an oil well. The properties to the east, south, and west are also zoned MF22, Multiple Family Dwelling District and the location of vacant land and a single family residence, respectively.

Analysis:

The applicant is requesting this zone change for the purposes of constructing a single family home. The property does not meet the minimum lot size requirements for the SF-3, Single Family Dwelling District, however; a special exception for the minimum lot dimensions was approved by the City Council on August 10, 2021.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Engineering: (Approved)

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Code: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Planning:

Under the previous zoning code, the current zoning district would have allowed for the construction of single family homes, which allowed for the proliferation of their construction in this area. Under the new Zoning Ordinance adopted in 2019, construction of single family homes was restricted to single-family dwelling districts.

This request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 3 An Integrated Land Use Vision, “Future Land Use Map” as it designates this area for Urban Residential Medium, a classification which calls for single family detached housing. As the surrounding lots consist of vacant lots and residences, this zone change will follow the existing characteristics of the surrounding neighborhood and provide additional housing for residents of the City of Midland.

This request was recommended for approval at the August 16, 2021 Planning and Zoning Commission meeting.

Therefore, staff recommends approval of this zone change from MF-22, Multiple Family Dwelling District to SF-3, Single Family Dwelling District, subject to condition A.

Conditions:

A. That the use and development of this property shall conform to the regulations of the SF-3, Single Family Dwelling District.

Letters of Objection:

Staff has not received any letters of objection as of August 12, 2021.

Attachments:

Application
Site Plan
Maps

Robert Patrick

City Manager’s Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 16, BLOCK 2, EASTOVER ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF JESSE STREET AND EAST ILLINOIS AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 16, Block 2, Eastover Addition, Section 2, City and County of Midland, Texas (the "Property") to SF-3, Single-Family Dwelling District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: 2-21-0248

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)*		Phone (432) 214-1453	
Printed Name: Leyda Medina		Email l.arroyo4@yahoo.com	
Address 1200 e pennsylvania ave	City midland	State tx	Zip 79701

Property Owner		Phone (432) 214-1453	
Printed Name: Leyda Medina		Email l.arroyo4@yahoo.com	
Address 1200 e pennsylvania ave	City midland	State tx	Zip 79701

Representative *(if different from Applicant or Property Owner)*		Phone ( )	
Firm:		Email	
Printed Name:			
Address	City	State	Zip

Street Address: (Jesse st) lot #16 block 2. eastover second addition

Legal Description
Lot: 16 Block: 2 Subdivision:

Current Zoning: MF22

Proposed Zone:
(List by tracts if more than one district is requested)

Reason for Zone Change Request: to build a house

Present Use of Property: Vacant lot (nothing there just land)

Proposed Use of Property: home

How would this zone change affect the public health, safety and welfare?

Describe how conditions affecting the property have changed since present zoning designation:

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature): Leyda Medina	Date: 6/18/21
Applicant (printed): Leyda Medina	
Property Owner (signature): Leyda Medina	Date: 6/18/21
Property Owner (printed) : Leyda Medina	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear_____who, being by me duly sworn, upon oath says: That (s)he is the owner of _____or authorized by_____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization ☐ Dimensioned Site Plan

☑ Application Fee ☐ Plans in Digital Format (PDF/JPEG)

Check # Credit Card

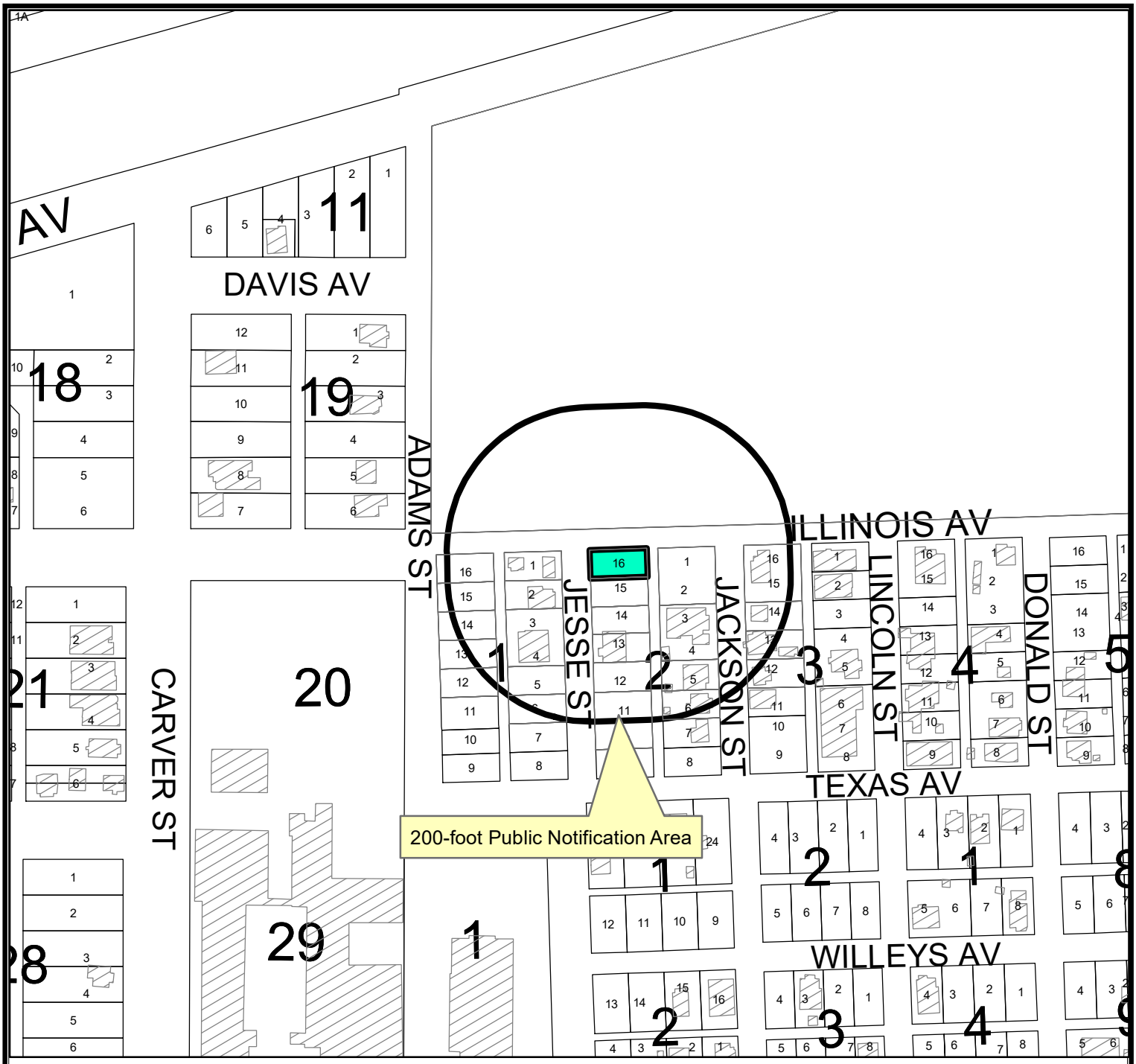
Received By: Joseph Marquez Date: JUN 25 2021

BY:

****Application will not be considered for scheduling until reviewed by a planner.**

Site Plan – 214 Jesse St





LOCATION MAP

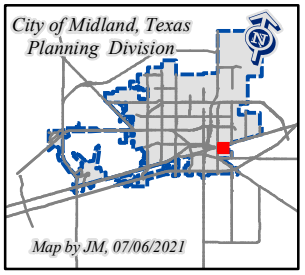
Z-21-0248 **Scale: 1" = 200'**

A request by Leyda Medina for a zone change from MF-22, Multiple Family Dwelling District to SF-3, Single Family Dwelling Districton Lot 16, Block 2, Eastover Addition, Section 2, City and County of Midland, Texas.

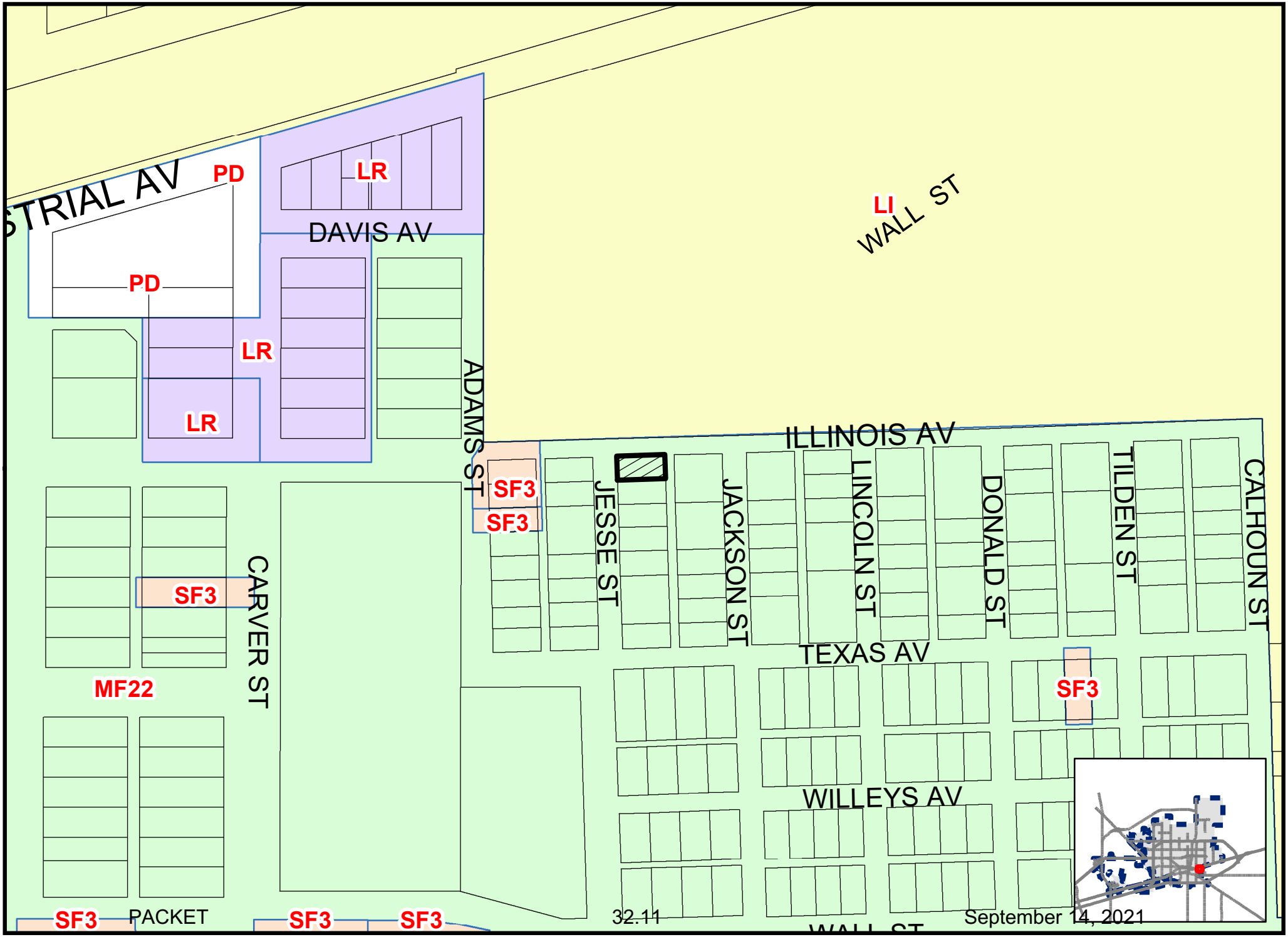
Generally located on the southeast corner of the intersection of Jesse Street and East Illinois Avenue. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR ITS NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By JM, 07/13/2021

E-21-0055

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.


E Illinois Ave
STOP







City Council Meeting

Item Number: 33

Meeting Date: August 24, 2021

To: City Council / City Manager

From: Elizabeth Shaughnessy, Planning Division Manager

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 4,977-SQUARE FOOT PORTION OF LOT 1, BLOCK 11, WESTRIDGE PARK ADDITION, SECTION 27, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF DEAUVILLE ROAD AND TRADEWINDS BOULEVARD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Bertha Ramirez, is requesting a Specific Use Designation with Term for the sale of all alcoholic beverages, for on premises consumption, in a restaurant at 1119 Tradewinds Boulevard.

Recommended City Council Action:

Approve

Fiscal Impact:

Processing this request does not require any City funds.

Discussion:

The applicant, Bertha Ramirez, is requesting a Specific Use Designation with Term for the sale of all alcoholic beverages, for on premises consumption, in a restaurant at 1119 Tradewinds Boulevard.

Surrounding Zoning and Land Use:

The property to the north, south, and west are zoned RR, Regional Retail District, and the location of vacant land. The property to the south is zoned O2, Office District and the location of medical offices.

Analysis:

The property is located in the RR, Regional Retail District. This zoning district permits the sale and on premises consumption of alcoholic beverages in a restaurant, with the approval of a Specific Use Designation with Term.

The site is located at 1119 Tradewinds Boulevard, and has an expired Specific Use Designation for sale and on premises consumption of alcoholic beverages. The serviceable area will have a maximum indoor floor area of 4,977 square feet which includes a bar, dining room, and patio The site currently has 95 parking spots which is adequate for the proposed use. The applicant is requesting alcohol service hours as the following:

Monday through Sunday, 9:00 a.m. to 2:00 a.m.

The proposed hours of operation are the following:

Monday through Sunday, 6:00 a.m. to 2:00 a.m.

Per Midland City Code 5.4.4. –Prohibited place of business

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public school, public school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no churches, private schools, public schools, public school grounds, athletic stadium, public hospital within 300 feet measurement along the property lines of the street fronts, and from the front door in a direct line across intersection where they occur within this site.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No objections.

Engineering: (Approved)

No objections.

Traffic: (Approved)

No objection to zone change.

Building Code: (Approved)

No Objection. Occupant load is 413 and shall be posted.

Planning:

The request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, “Encourage the development of places where Midland residents can gather and socialize to build connections” (Tall City Tomorrow page 137). The SUD for La Mission will give Midlanders an opportunity to socialize will enjoying a long time community staple in a new location.

This request meets all requirements; therefore, staff recommends approval of the request of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to Condition A through G.

Conditions:

A. That the serviceable area of the restaurant shall be limited to approximately 4,977 square feet as shown in Exhibit “A”, which is attached hereto and incorporated herein for all purposes.

B. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

C. That the establishment shall meet all requirements of the Fire Department and Code Administration.

D. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.

E. That the days and hours of alcoholic beverages sales and consumption shall be limited to:

Monday through Sunday, 9:00 a.m. to 2:00 a.m.

F. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on premises consumption to ensure that the conditions of this permit are satisfied.

G. That in accordance with Section 9.07.E.3 of the zoning ordinance, the restaurant shall be in operation within 120 days from the final adoption date of this ordinance.

Letters of Objection:

As of August 12, 2021, staff has not received any letters of objection.

Attachments:

Floor Plan (Exhibit A)
Application
Maps

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 4,977-SQUARE FOOT PORTION OF LOT 1, BLOCK 11, WESTRIDGE PARK ADDITION, SECTION 27, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF DEAUVILLE ROAD AND TRADEWINDS BOULEVARD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for a 4,977-square foot portion of Lot 1, Block 11, Westridge Park Addition, Section 27, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a restaurant (the "Establishment") for on-premises consumption, together with the uses permitted in the present RR, Regional Retail District.

SECTION TWO. That the Property shall be subject to the following conditions and

restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 4,977 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Sunday from 9:00 a.m. to 2:00 a.m. of the following day.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance

with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

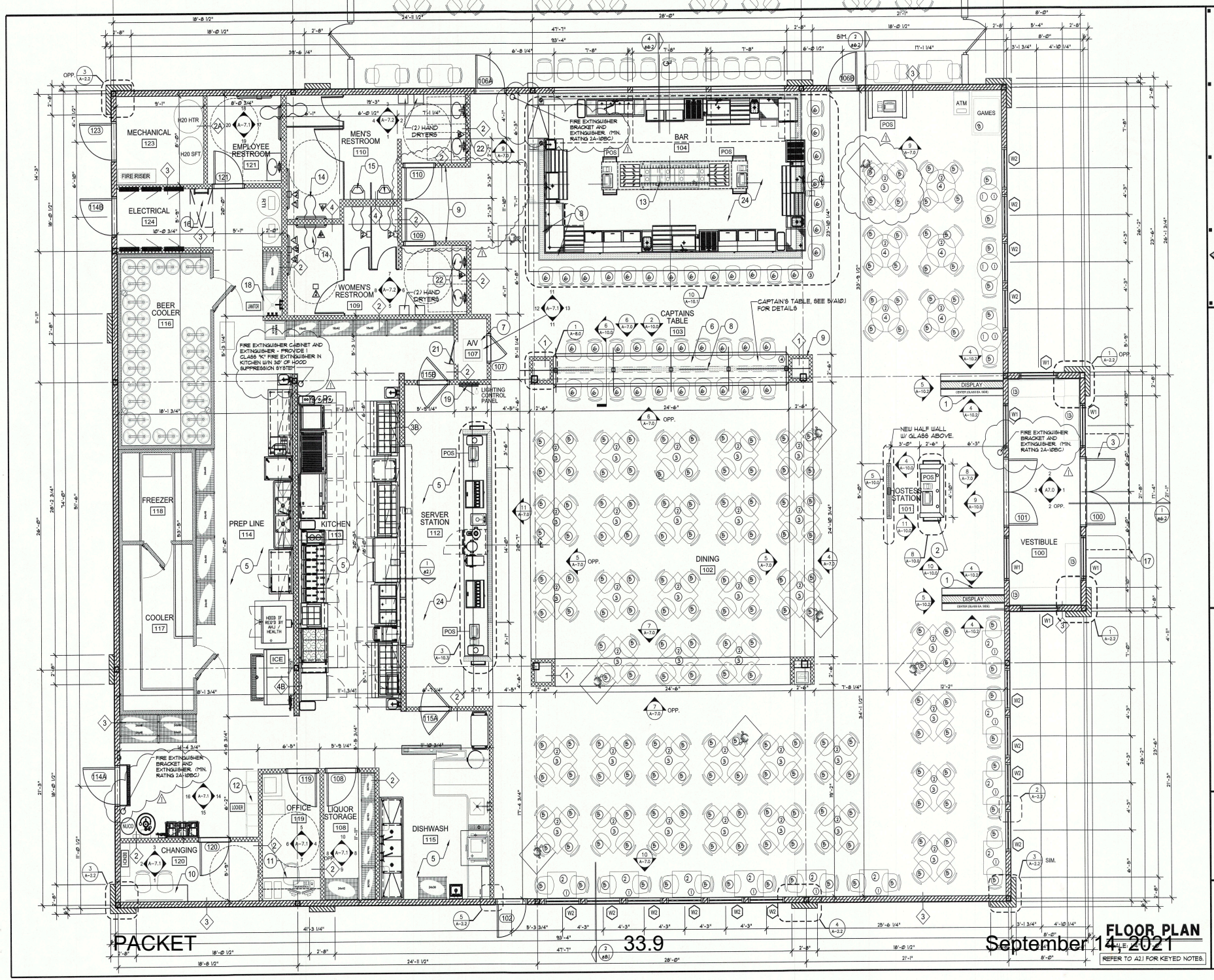
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"



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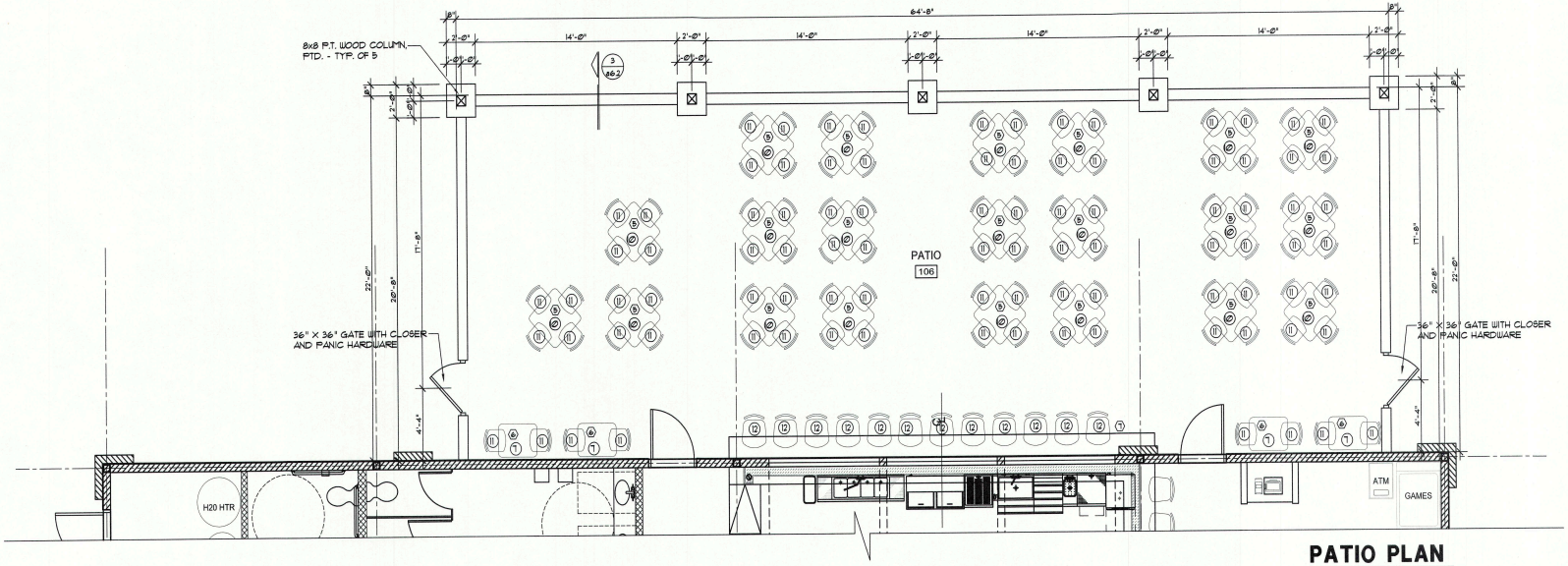
Floor Plan

Project No. 2013-267C
Date: April 29, 2014
File Name: ????????.dwg
Revisions: 1 05/14

MICHAEL ARRIGO LIC. NO. 18741

a2.0

FLOOR PLAN
SCALE: 1/4"=1'-0"
REFER TO A2.1 FOR KEYED NOTES.



PATIO PLAN

SCALE: 1/4" = 1'-0"

WALL LEGEND

- FULL HEIGHT EXTERIOR WALL
- FULL HEIGHT INTERIOR WALL
- HALF WALL
- COOLER WALL

SEATING LEGEND

	QUANTITY	SEATING	
DINING			
TWO TOPS	13	26	①
FOUR TOPS	40	160	②
DINING TOTAL	53	186	
BAR			
BARSTOOLS	20	20	③
CAPTAIN TABLE	1	20	④
BAR TOTAL	21	40	
DINING + BAR TOTAL		226	
PATIO			
FOUR TOPS	21	84	⑤
TWO TOPS	4	8	⑥
BARSTOOLS	12	12	⑦
PATIO TOTAL	37	104	
GRAND TOTAL		330	

GENERAL NOTES

1. OWNER'S VENDER TO SUPPLY ALL FREESTANDING TABLES, CHAIRS AND BARSTOOLS. GC TO UNPACK AND INSTALL.
2. INSTALL ALL ACCESSORIES WITH SCREWS OR BOLTS EXTENDING AT LEAST 1" INTO SOLID BLOCKING.
3. ALL ACCESSORIES MOUNTING HEIGHTS TO MEET ANSI A117.1-1998.

EQUIPMENT/ACCESSORIES SCHEDULE

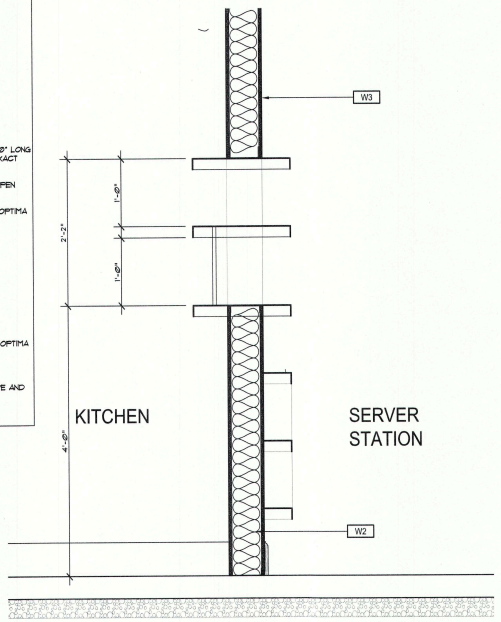
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④ FOUR TOP TABLES (ROUND) - 5	FURNISHED BY OWNER'S VENDOR
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⑦ TWO TOP PATIO TABLE (SQUARE) - 4	
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⑩ FOUR TOP PATIO TABLE (SQUARE) - 21	FURNISHED BY OWNER'S VENDOR
⑪ PATIO CHAIR - 92	FURNISHED BY OWNER'S VENDOR
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⑬ BENCH	FURNISHED BY OWNER'S VENDOR
⑭ TRASH/ASH CAN	FURNISHED BY OWNER'S VENDOR

SYMBOLS

- NAME / # — ROOM NUMBER
- INTERIOR PARTITION - REFER WALL LEGEND ON A-0.1
- HALF WALL
- EXTERIOR WALL
- (#) KEYED NOTES - REFER TO FLOOR PLAN NOTES.
- ELEVATION TAG
- (#) DOOR TAG
- (#) WALL TYPE

FLOOR PLAN NOTES

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2. NEW HOSTESS / WAIT STATION. REFER TO DETAILS SHEETS FOR ADDITIONAL INFO.
3. NEW PAIR OF CUSTOM FIBERGLASS ENTRY DOORS. REFER TO DOOR SCHEDULE, FOR ADDITIONAL INFORMATION.
4. NOT USED.
5. EQUIPMENT AREA. REFERENCE FOOD SERVICE EQUIPMENT DRAWINGS FOR ADDITIONAL INFORMATION.
6. NEW CAPTAIN'S TABLE. REFER TO DETAILS SHEETS FOR ADDITIONAL INFO.
7. A/V EQUIPMENT. PROVIDE ACCESS DOOR PANEL IN REAR.
8. NEW 6" LOW WALL.
9. NEW FULL HEIGHT WALL.
10. NEW VANITY COUNTER TOP AND NEW MIRROR BY MILLWORK VENDOR. INSTALLED BY G.C.
11. ALL OFFICE MILLWORK AND CABINETS BY MILLWORK VENDOR. INSTALLED BY G.C.
12. NEW LOCKERS PROVIDED BY OWNER AND INSTALLED BY G.C. QTY 42 TYP. UNO.
13. PROVIDE (4) 8" CONDUIT FOR BEER SYSTEM. ALL CONDUIT SHALL HAVE GRADUAL TRANSITIONS AND 90° LONG SWEEPS FOR ALL TURNS/BENDS. G.C. MUST CONTACT KITCHEN VENDOR AND/OR BEER SUPPLIER FOR EXACT SIZE, QUANTITY AND LOCATION.
14. NEW ADA COMPLIANT WATER CLOSET FIXTURE - KOHLER HIGHCLIFF K4368-B WITH LUSTRA K-4670-C OPEN FRONT SEAT AND SLOAN OPTIMA PLUS MODEL 111 WATER CLOSET FLUSHOMETER.
15. NEW ADA COMPLIANT URINAL FIXTURE - KOHLER DEXTER ELONGATED URINAL K-5016-ER WITH SLOAN OPTIMA PLUS MODEL 8186 URINAL FLUSHOMETER.
16. ROOF ACCESS, REFER TO A3.3 FOR DETAILS.
17. LINE OF CANOPY ABOVE. REFER TO EXTERIOR ELEVATIONS FOR ADDITIONAL INFORMATION.
18. NEW MOP SINK.
19. LIGHTING CONTROL PANEL.
20. NOT USED.
21. A/V ACCESS PANEL - COORDINATE WITH A/V CONSULTANT.
22. NEW ADA COMPLIANT SINK - AMERICAN STANDARD OVALYN UNDERCOUNTER 0495.221 WITH SLOAN ERF OPTIMA PLUS EBF-615 FAUCET.
23. NOT USED.
24. SERVICE AREA 112 AND BAR 104 TO HAVE W3 (BLACK FRP) - PASS THRU WALL SHOULD HAVE W3 ABOVE AND W2 BELOW.



1 SERVING STATION WALL SECTION
SCALE: 1" = 1'-0" DTL NAME

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Patio Plan/ Legends/notes

File Name: ????????.dwg
Revisions: 6/5/14

Project No. 2013-267C
Issue Date: April 29, 2014

6/5/14
MICHAEL ARRIGO
LIC. NO. 18741

a2.1

MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: SUP-21-0110

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Bertha Ramirez		Phone (432) 559-5096 Email r.jordan21@hotmail.com	
Address 1407 W CoRd 130	City Midland	State TX	Zip 79706

Property Owner Printed Name: BBKG 1119T, LLC		Phone (432) 682.1671 Email brandon@bbkginvestments.com	
Address PO Box 1772	City MIDLAND	State TX	Zip 79702

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 1119 Tradewinds BLVd.

Business Name: La Mision Restaurante and Cantina

Legal Description
Lot: 1 Block: 11 Subdivision: WESTRIDGE PARK ADDITION SECTION 27
PARCEL ID: R211572

Current Zoning:

Reason for Request: New Location

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Restaurant & Bar

Proposed/Current Days and Hours of Operation: Mon - Sunday 6am - 2a.m.

Proposed Days and Hours of Alcohol Service: Mon - Sunday 9am - 2a.m.

Total Square Footage of Business:

Square Footage of Alcohol Serviceable Area:

Restroom Fixtures:				
	Men	**Toilets/Urinals:**	2 / 2	**Bathroom Sinks:** 2
	Women	**Toilets:**	3	**Bathroom Sinks:** 2

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature):	Date: 7-8-2021
Applicant (printed): Bertha Ramirez	
Property Owner (signature): BBKG 1119T, LLC / BRANDON WILLIAMS	Date: 7-8-2021
Property Owner (printed):	

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Bertha Ramirez who, being by me duly sworn, upon oath says: That (s)he is authorized by Bertha Ramirez, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 8th day of July, 2021, to certify which witness my hand and seal of office.

ALICE R. OGDEN
NOTARY PUBLIC
ID# 2749618
State of Texas
Comm. Exp. 05-28-2024

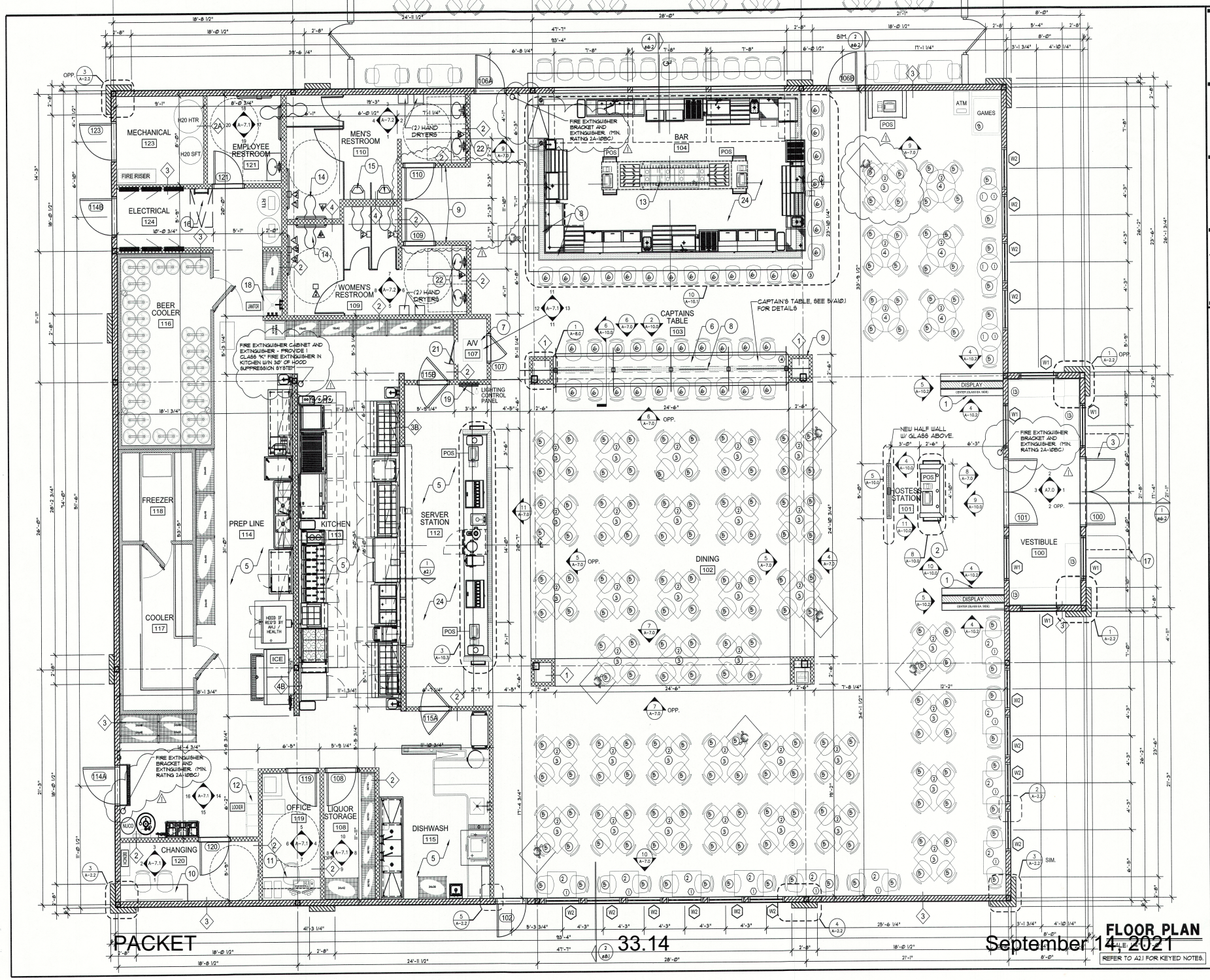
Alice R. Ogden

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY	
☑ Property Owner Authorization	☑ Dimensioned Floor Plan
☑ Application Fee	☐ Site Plan
Check # 17709	☐ Plans in Digital Format (PDF/JPEG)
Received By: Joseph Mayernik	Date:

RECEIVED
JUL 08 2021
BY:



FLOOR PLAN

SCALE: 1/4" = 1'-0"

REFER TO A2.1 FOR KEYED NOTES.

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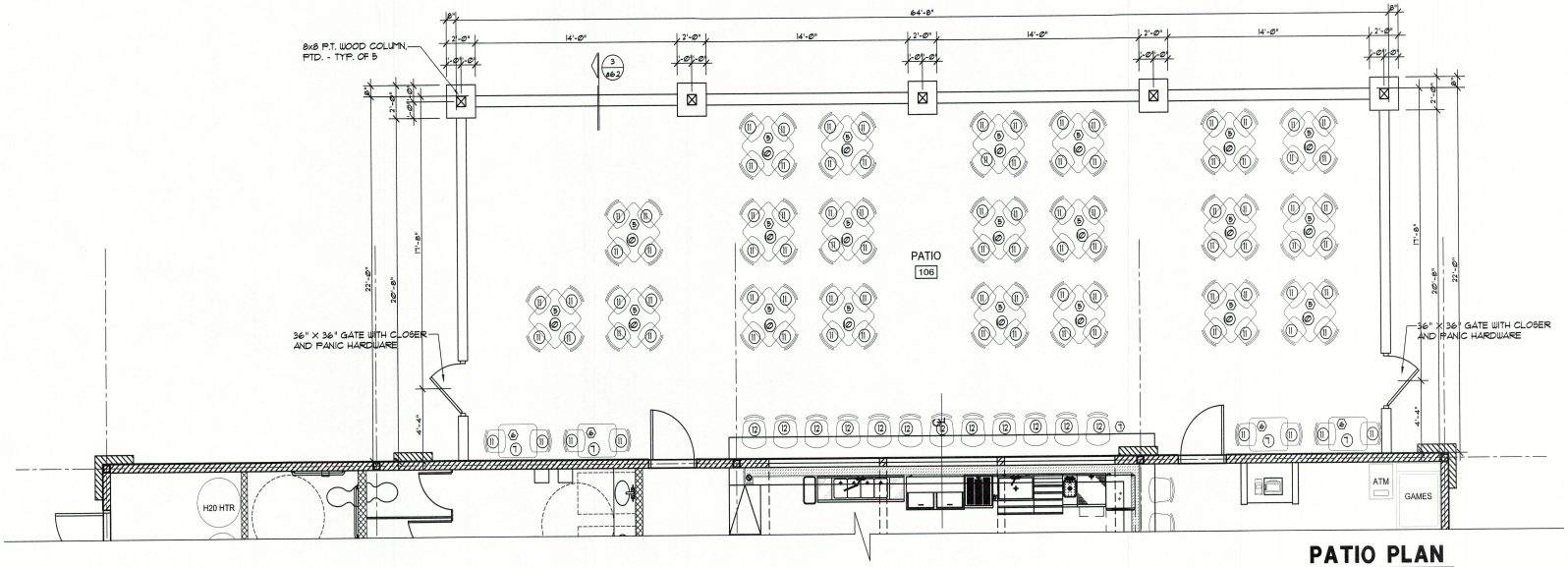
Floor Plan

File Name: ????????.dwg
Revisions: 1 6/5/14

Project No. 2013-267C
Date: April 29, 2014

MICHAEL ARRIGO
LIC. NO. 18741

a2.0



PATIO PLAN

SCALE: 1/4" = 1'-0"

WALL LEGEND

- FULL HEIGHT EXTERIOR WALL
- FULL HEIGHT INTERIOR WALL
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- COOLER WALL

SEATING LEGEND

	QUANTITY	SEATING	
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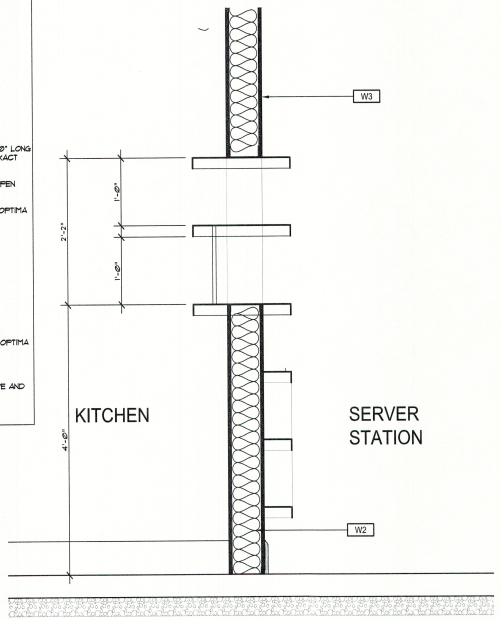
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SYMBOLS

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- HALF WALL
- EXTERIOR WALL
- # — KEYED NOTES - REFER TO FLOOR PLAN NOTES.
- ELEVATION TAG
- # — DOOR TAG
- # — WALL TYPE

FLOOR PLAN NOTES

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1 SERVING STATION WALL SECTION

SCALE: 1" = 1'-0" DTL NAME

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Patio Plan/ Legends/notes

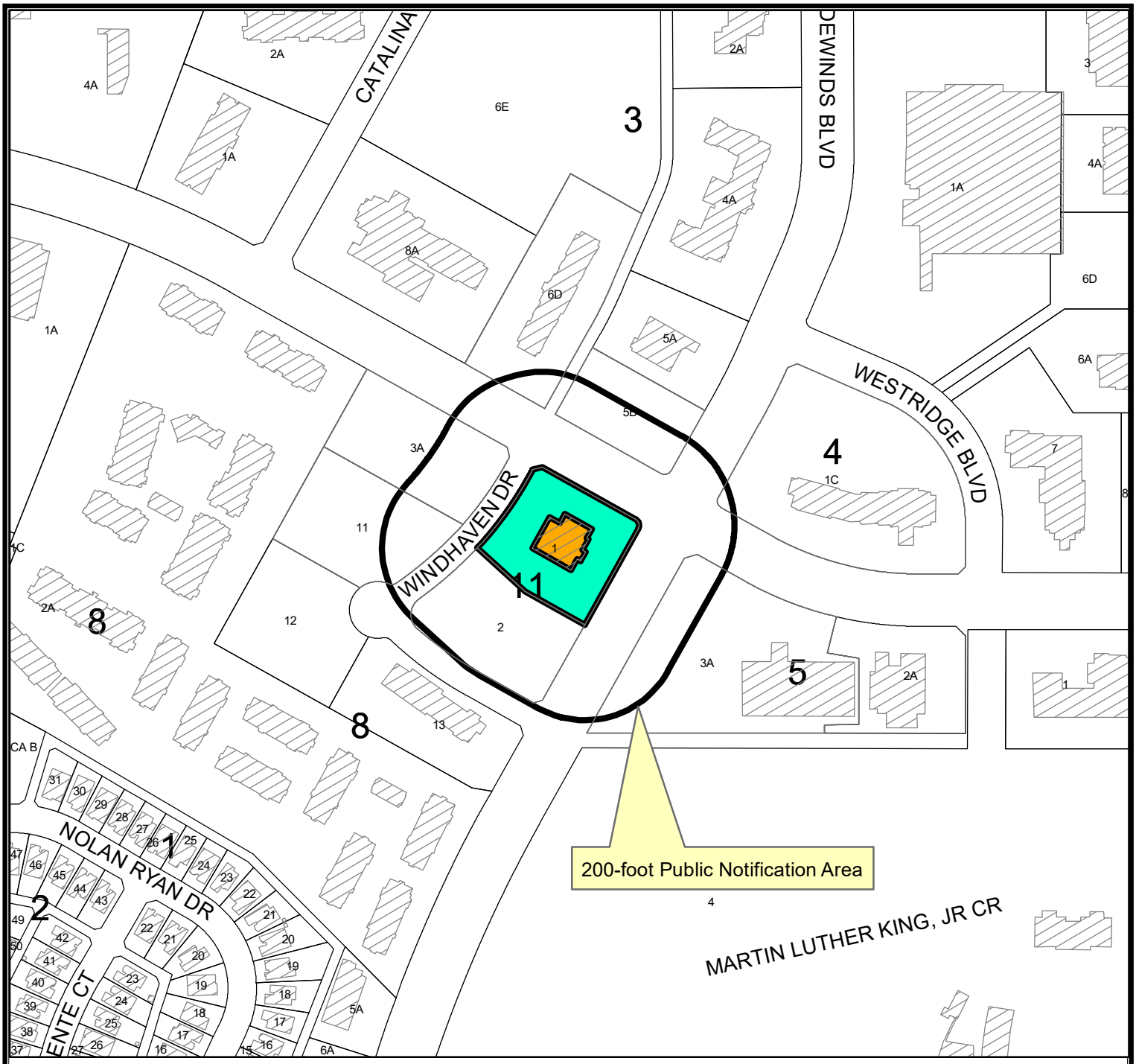
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Revisions: 6/5/14

Project No. 2013-267C
Date: April 29, 2014

6/5/14
MICHAEL ARRIGO
LIC. NO. 18141

a2.1

PACKET 33.15 September 14, 2021



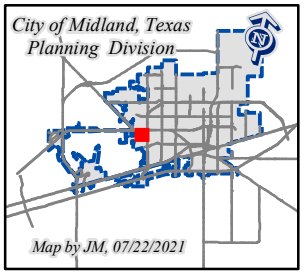
LOCATION MAP

SUD-21-0110 **Scale: 1" = 300'**

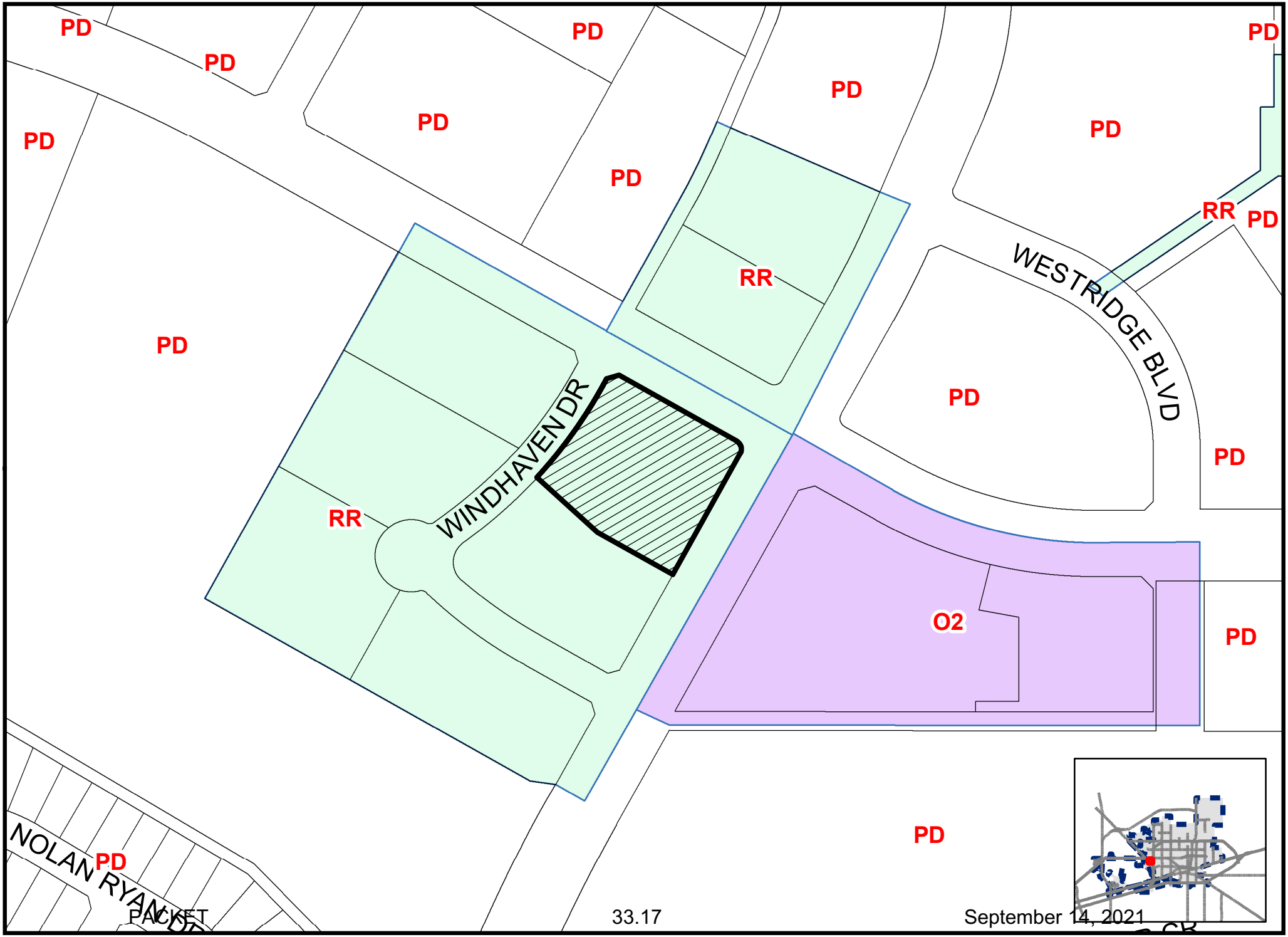
A request by Bertha Ramirez for a Specific Use Designation with term for the sale of all alcoholic beverages on a 4,977 square foot portion of Lot 1, Block 11, Westridge Park Addition, Section 27, City and County of Midland, Texas.
Generally located on the southwest corner of the intersection of Deauville Road and Tradewinds Boulevard. (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By JM, 07/27/2021

SUD-21-0110

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.


STOP
STOP
TROST




SPEED LIMIT 35
MIDLAND
Planning


La Misión
RESTAURANT & CANTINA
"A COLD BEER NEVER LOOKED SO GOOD"
FIRE LANE NO PARKING

City Council Meeting

Item Number: 34

Meeting Date: August 24, 2021

To: City Council / City Manager

From: Elizabeth Shaughnessy, Planning Division Manager

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 1, BLOCK 1, CLAYDESTA PLAZA NORTH, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND WEST LOOP 250 NORTH), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR A MOBILE FOOD VENDOR PARK; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Christopher Sean Elphick, is requesting a Specific Use Designation without Term for a proposed mobile food vendor park located at 4401 North Big Spring Street.

Recommended City Council Action:

Approve

Fiscal Impact:

Processing this request does not require any City funds.

Discussion:

Current Zoning:

RR, Regional Retail District.

Surrounding Zoning and Land Use:

The property north is zoned PD, Planned Development District for a Recreation Center and the location of MISD softball fields. The property to the east is zoned RR, Regional Retail District and the location of a shopping center. The property to the south is zoned PD, Planned Development District for an Office Center and the location of vacant land. The property to the west is zoned 2F, Two-Family Dwelling District and the location of the Midland Executive Airpark.

Analysis:

The property is located in the RR, Regional Retail District. This zoning district permits the use of a Mobile Food Vendor Park with the approval of a Specific Use Designation without Term.

The site is located at 4401 N Big Spring St. The proposed mobile food vendor park will consist of the existing shack, parking for ten (10) mobile food vendors, an open space for seating, a bar, and a stage. Upon completion of construction, the site will have adequate parking and restroom facilities to support a Food Vendor Park of this size. The proposed hours of operation are the following:

Monday through Sunday, 11:00 a.m. to 12:00 a.m. (midnight)

The Mobile Food Vender Park Services will need to comply with the standards as listed in Section 4.04.A.14 of the Zoning Ordinances.

14. Mobile Food Vendor Park Standards

A Mobile Food Vendor Park shall meet the following requirements:

A. A Mobile Food Vendor Park is allowed by Specific Use Designation, according to the permitted Use Chart.

B. A Mobile Food Vendor Park shall be considered a primary use on a property and therefore is subject to all development standards applicable to the zoning of the property, including off-street parking requirements.

C. All Mobile Food Vendor Parks shall be on legally platted lots.

D. All Mobile Food Vendor Parks shall require a Certificate of Occupancy.

E. All Mobile Food Vendor Parks shall comply with all applicable regulations of the Midland Health Department, adopted building codes, International Fire Code, these standards, and all other applicable federal, state, and local laws.

F. All Mobile Food Vendors shall be removed from the Mobile Food Vendor Park upon

closing of the park. If a commissary is provided on-site and the Mobile Food Vendor is approved to operate within the site's commissary, then the Mobile Food Vendor will not have to be removed from the site each day.

G. On-site Manager: There must be a designated manager of the site that is responsible for the orderly organization of Mobile Food Vendors, the cleanliness of the site, and the site's compliance with all rules and regulations during business hours.

H. Restrooms: Permanent restroom facilities shall be provided according to the adopted International Building Code.

I. Mobile Food Vendor Parks may be standalone establishments or may be located on a property with other permanent uses (i.e. retail establishments). These properties shall accommodate all required development standards for all primary uses.

J. Mobile Food Vendors shall not be parked on unimproved surfaces and at a minimum be parked on compacted gravel base.

K. One on premise sign is permitted at the entrance(s) identifying the Mobile Food Vendor Park subject to the sign regulations for the applicable zoning district. Each Mobile Food Vendor may have attached signage.

L. Mobile Food Vendor Parks adjacent to single-family zoned or used property (not including a mixed-use structure), shall provide appropriate screening.

M. No Temporary Land Use Permits that allow for Mobile Food Vendors shall be permitted within Mobile Food Vendor Parks.

N. All Mobile Food Vendor Parks not located in the CB, Central Business District shall provide off-street parking. Off-street parking may be provided by way of shared or joint off-site parking arrangements within 1,000 feet of the park.

O. Mobile Food Vendor Park owners are encouraged to provide for an aesthetically-pleasing environment which includes shade and seating elements in addition to pervious groundcover.

P. All Mobile Food Vendor Parks shall comply with the noise regulations in City Code Section 6-6-13,14, 15, & 16.

Q. Vehicular drive-through service of food and/or beverages shall not be permitted.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved with Conditions)

Perimeter road must have 20' of clearance to provide access for emergency vehicles to food trucks.

Engineering: (Approved)

No objection.

Transportation: (Approved)

No objection to zone change.

Building Code: (Approved)

No objections. Any and all sanitary facilities being provided at the site must be reasonably maintained and easily located by the public. Trailers shall be tied down or have wheel chocks to keep them from moving/rolling during possible adverse weather. Extension cords and/or water lines that pose a possible trip hazard shall be covered or located so that they pose no safety issues.

Planning:

The request is in compliance with the *Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4,* "Encourage the development of places where Midland residents can gather and socialize to build connections" (Tall City Tomorrow page 137). The Tailgate will create a vibrant atmosphere where residents can feel relaxed and enjoy alcoholic beverages with their food while supporting many local small businesses.

This request was recommended for approval at the July 6, 2021 Planning and Zoning Commission meeting; therefore, staff recommends approval of the request of the Specific Use Designation without Term for a Mobile Food Vendor Park, subject to Condition A through J.

Conditions:

A. **That the Mobile Food Vendor Park shall significantly conform to the Site Plan (Exhibit A) which is attached hereto and incorporated herein for all purposes.**

B. **That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.**

C. **That the establishment shall meet all requirements of the Fire Department and Code Administration.**

D. **That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the operation of the Mobile Food Vendor Park to ensure that the conditions of this permit are satisfied.**

E. **That the sale and on-premises consumption of alcoholic beverages shall be prohibited unless a Specific Use Designation for sale and on-premises consumption of alcoholic beverages is approved.**

F. That the days and hours of operation shall be limited to:

Monday through Sunday, from 11:00 a.m. to 12:00 a.m.

G. That signage will be placed at the driveway which prohibits a left turn on to North Big Spring Street.

H. That a 20 foot wide fire lane will be provided around the food trucks.

I. That the development of the Mobile Food Vendor Park shall comply with the standards listed in Section 4.04.A14 of the Zoning Ordinance.

J. That Christopher Sean Elphick shall be designated as the on-site manager of the Mobile Food Vendor Park and ensure that these conditions are met.

Letters of Objection:

As of August 19, 2021, staff has not received any letters of objection.

Attachments:

Site Plan (Exhibit A)
Application
Maps

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 1, BLOCK 1, CLAYDESTA PLAZA NORTH, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND WEST LOOP 250 NORTH), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR A MOBILE FOOD VENDOR PARK; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation Without Term for Lot 1, Block 1, Claydesta Plaza North, Section 4, City and County of Midland, Texas (the "Property") as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation Without Term for a mobile food vendor park, together with the uses permitted in the present RR, Regional Retail District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the Establishment shall significantly conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.

B. That the operator of the Establishment shall place a sign at the driveway notifying drivers that a left turn onto North Big Spring Street is prohibited.

C. That the operator of the Establishment shall provide a 20-foot-wide fire lane around the mobile food vendors.

D. That the days and hours of operation of the Establishment shall be limited to Monday through Sunday from 11:00 a.m. to 12:00 a.m. (midnight).

E. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

F. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

G. That the sale and on-premises consumption of alcoholic beverages shall be prohibited unless a Specific Use Designation With Term for the sale and on-premises consumption of alcoholic beverages is approved and effective.

H. That the development and operation of the Establishment shall conform to Section 11-1-4.04.A.14 of the City Code and all other applicable laws, ordinances, and regulations.

I. The operator of the Establishment shall notify the City's Planning Division in writing of the name, address, telephone number, and e-mail address of the person who has been designated on-site manager of the Establishment who is responsible for the orderly organization of the Establishment, the cleanliness of the Property, and the Establishment's compliance with all applicable rules and regulations during business hours. If the City's Planning Division is not so notified, it shall be presumed that Christopher Sean Elphick is the on-site manager of the Establishment.

J. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to commencing operation of the Establishment to ensure that the conditions of this Specific Use Designation Without Term are satisfied.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not

affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT 'A'



OCCUPANCY: **400 PEOPLE**
GAME AREA: 2,590 SQFT
* 1 PERSON PER 50SQFT
* **52 PEROPLE**
FIXED SEATING: 8,499 SQFT
* 24' OF BENCH SEATING = 1 PERSON
* 6' PICNIC TABLE = 6 PEOPLE
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* **348 PEOPLE**

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* FIXED SEATING A1: 3,720 SQFT
* FIXED SEATING A2: 2,160 SQFT
* FIXED SEATING A3: 1,850 SQFT
* FIXED SEATING A4: 769 SQFT
* GAME AREA SEATING: 2,590 SQFT
* *TOTAL FIXED SEATING AREA: **11,089 SQFT***

RESTROOMS:
* 2 EXISTING RESTROOMS
* 4 NEW RESTROOMS

PARKING LOT:
* SPACES: 10'X22'
* DRIVES: 30' WIDE
* **NUMBER OF SPACES:100**

ALCOHOL SERVICEABLE AREA

EXISTING BUILDING

A PRELIM. SITE PLAN
100 PARKING SPACES, 4 H.C. SPACES N. T. S.

PREPARED BY:
JM DRAFTING & DESIGN
Email: jmertink@gmail.com Cell: (432) 425-5297

NEW SITE PLAN FOR:
THE TAILGATE
4401 N BIG SPRING ST
MIDLAND TEXAS

© COPYRIGHT JM DRAFTING & DESIGN, 2021 FEDERAL COPYRIGHT PROTECTION EXTENDS TO DERIVATIVE PLANS, IS APPLICABLE TO INTENTIONAL AND UNINTENTIONAL INFRINGEMENTS AND PROVIDES FOR SPECIFIC STATUTORY DAMAGES BOTH CIVIL AND CRIMINAL. UNAUTHORIZED REPRODUCTION IN ANY FORM IS STRICTLY PROHIBITED AND FORBIDDEN.

DATE:
AUG. 02, 2021
DWG2021/SEANELPHG/THETAILGATE-A1
JOB # JM21072

September 14, 2021

MIDLAND
Planning Division

Specific Use Designation Application (Non-Alcohol)

Case Number: SUDW0-21-0022

Ord. Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Christopher Sean Elphick		Phone (432) 553-920 Email sean.elphick@yahoo.com	
Address 3209 Cimmaron Ave	City Midland	State TX	Zip 79705
Property Owner Printed Name: John Elphick		Phone (432) 553-9250 Email	
Address 500 W. Illinois Ste 200	City Midland	State TX	Zip 79705
Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Type of Permit: Food Truck Park

For Office Use Only
☐ with Term ☐without Term

Is there any Code Enforcement action pending on property? ☐ Yes ☐ No

Street Address: 4401 N Big Spring St. Midland, TX 79705

Legal Description
Lot: Block: Subdivision:

Current Zoning:

Maximum Floor Area: **Maximum Occupancy:**

Proposed hours and days of use or operation: mon-sun 11am-12am

Reason for request: Opening Food Park

Applicant's opinion as to why the request will not adversely affect the public safety, health, morals, general welfare, and convenience: Food Park will add to the quality of life in Midland

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing
  - Parking (if applicable)
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures	
Applicant (signature):	Date: 6/9/21
Applicant (printed): Sean Elphick	
Property Owner (signature):	Date:
Property Owner (printed) :	

The Specific Use Designation shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Christopher Elphick who, being by me duly sworn, upon oath says: That (s)he is authorized by Self-owner, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

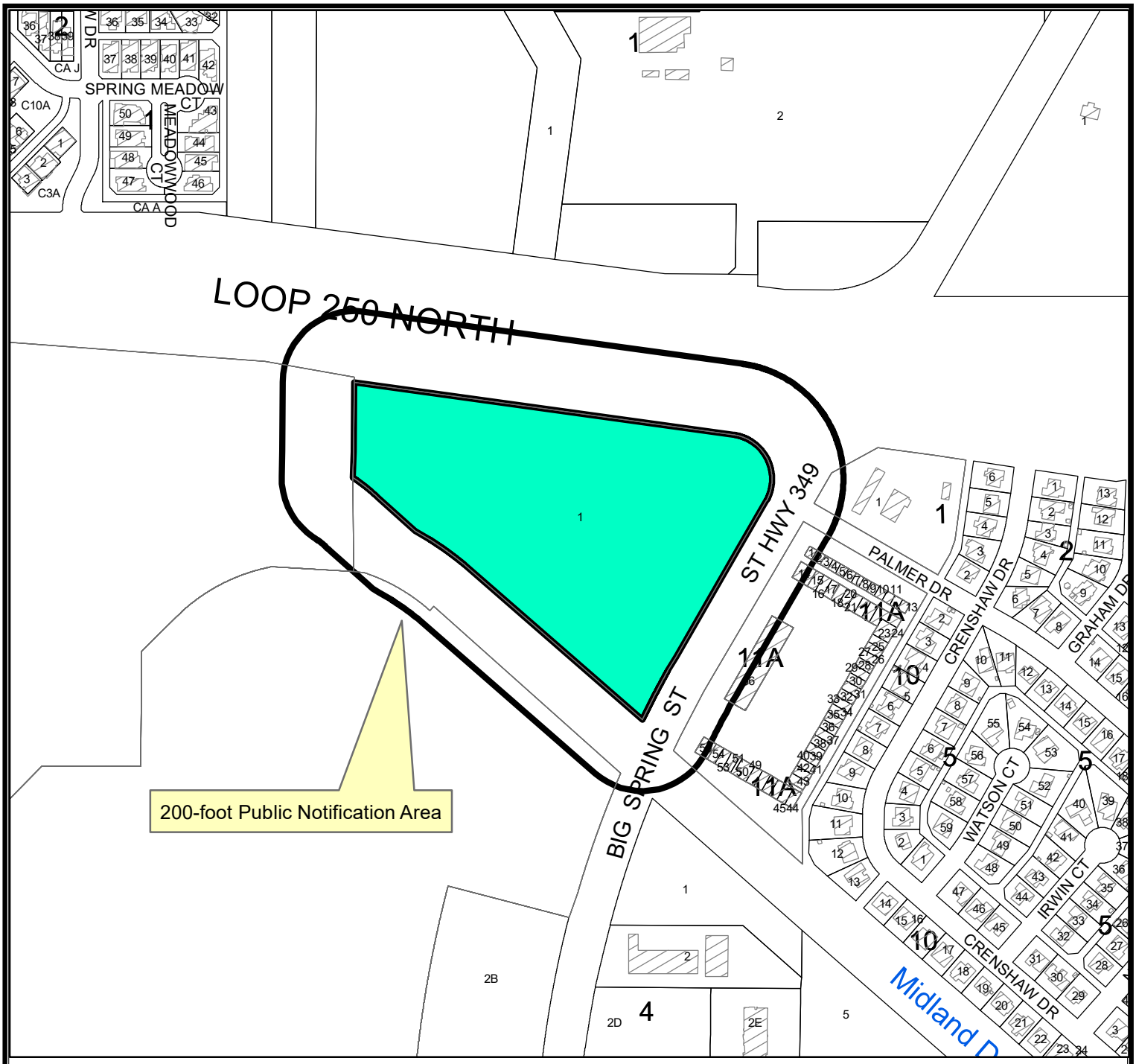
Subscribed and sworn to before me, this 9th day of June, 2021, to certify which witness my hand and seal of office.

DALIA SALINAS
My Notary ID # 128541568
Expires March 9, 2023

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
☐ Property Owner Authorization	☐ Dimensioned Site Plan
☐ Application Fee	☐ Site Plan in Digital Format (PDF/JPEG)
Check #_____	
Received By:	Date:

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

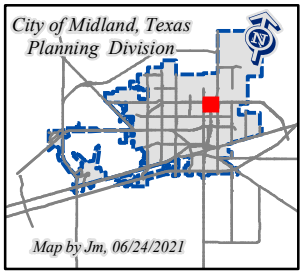
SUDwo-21-0022 **Scale: 1" = 400'**

Consider a request by Christopher Sean Elphick for a Specific Use Designation without term for a Mobile Food Vendor Park on Lot 1, Block 1, Claydesta Plaza North, Section 4, City and County of Midland, Texas.

Generally located on the southwest corner of the intersection of North Big Spring Street and West 250 Loop North. (Council District 3)

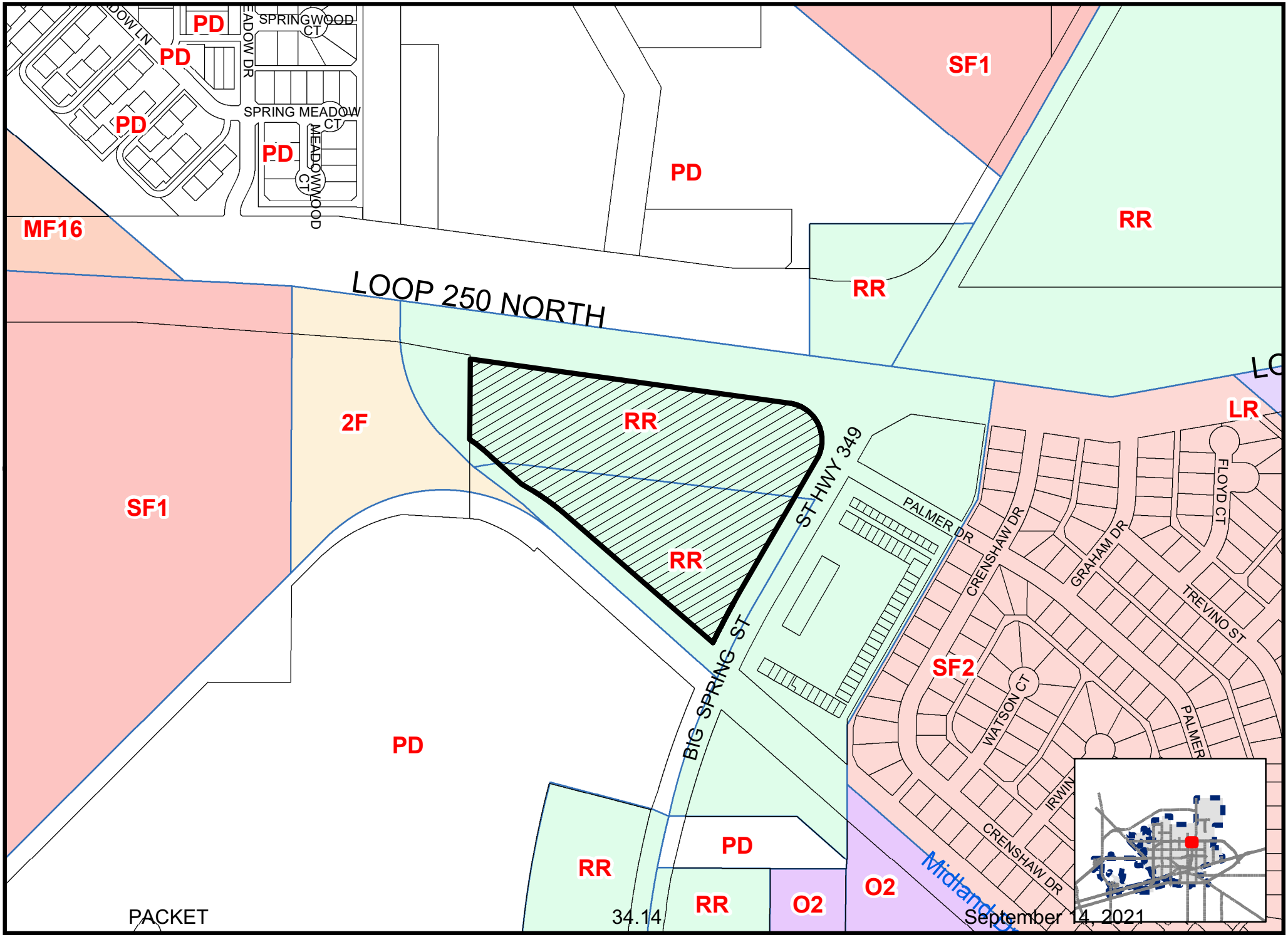
LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



PACKET 34.13

September 14, 2021



Map By JM, 06/29/2021

SUDwo-21-0022

Scale: 1" = 400'

ZONING MAP

© THE CITY OF MIDLAND - 2020: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.




HAYASHI
JAPANESE HIBACHI & SUSHI


SOUTHBOUND
TRUCKS MUST
USE LOOP 250
ENTRANCE



City Council Meeting

Item Number: 35

Meeting Date: August 24, 2021

To: City Council / City Manager

From: Elizabeth Shaughnessy, Planning Division Manager

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 1, BLOCK 1, CLAYDESTA PLAZA NORTH, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND WEST LOOP 250 NORTH), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A MOBILE FOOD VENDOR PARK FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Christopher Sean Elphick, is requesting a Specific Use Designation with Term for the sale of all alcoholic beverages, for on premises consumption, in a proposed mobile food vendor park located at 4401 North Big Spring Street.

Recommended City Council Action:

Approve

Fiscal Impact:

Processing this request does not require any City funds.

Discussion:

Current Zoning:

RR, Regional Retail District.

Surrounding Zoning and Land Use:

The property north is zoned PD, Planned Development District for a Recreation Center and the location of MISD softball fields. The property to the east is zoned RR, Regional Retail District and the location of a shopping center. The property to the south is zoned PD, Planned Development District for an Office Center and the location of vacant land. The property to the west is zoned 2F, Two-Family Dwelling District and the location of the Midland Executive Airpark.

Analysis:

The property is located in the RR, Regional Retail District. This zoning district permits the sale and on premises consumption of alcoholic beverages, with the approval of a Specific Use Designation with Term.

The site is located at 4401 N Big Spring St, and has an expired Specific Use Designation for the sale and on premises consumption of alcoholic beverages. The serviceable area of the mobile food vendor park will have a maximum area of 11,089 square feet. The site will have adequate parking and restroom facilities upon completion of construction. The applicant is requesting alcohol service hours as the following:

Monday through Sunday, 11:00 a.m. to 12:00 a.m. (midnight)

The proposed hours of operation are the same.

Per Midland City Code 5.4.4. –Prohibited place of business

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public school, public school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no churches, private schools, public schools, public school grounds, athletic stadium, public hospital within 300 feet measurement along the property lines of the street fronts, and from the front door in a direct line across intersection where they occur within this site.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

Road must have 20' clear path around food truck to provide for a fire lane and access for emergency vehicles.

Engineering: (Approved)

No objection.

Transportation: (Approved)

Driveway on Big Spring St to be signed to prohibit left turn out as per original driveway approval.

No objection to zone change.

Building Code: (Approved)

No issues. Any structures constructed must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Planning:

The request is in compliance with the *Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4,* "Encourage the development of places where Midland residents can gather and socialize to build connections" (Tall City Tomorrow page 137). The Tailgate will create a vibrant atmosphere where residents can feel relaxed and enjoy alcoholic beverages with their food.

This request was recommended for approval at the July 6, 2021 Planning and Zoning Commission meeting; therefore, staff recommends approval of the request of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to Condition A through I.

Conditions:

A. **That the serviceable area shall be limited to approximately 11,089 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.**

B. **That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.**

C. **That the establishment shall meet all requirements of the Fire Department and Code Administration.**

D. **That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.**

E. That the days and hours of alcoholic beverages sales and consumption shall be limited to:

Monday through Sunday, from 11:00 a.m. to 12:00 a.m. (midnight).

F. That signage will be placed at the driveway which prohibits a left turn on to North Big Spring Street.

G. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on premises consumption to ensure that the conditions of this permit are satisfied.

H. That in accordance with Section 9.07.E.3 of the zoning ordinance, the restaurant shall be in operation within 120 days from the final adoption date of this ordinance.

I. That a 20 foot wide fire lane shall be provided around the food trucks.

Letters of Objection:

As of August 19, 2021, staff has received two letter of objection.

Attachments:

Application
Site Plan (Exhibit A)
Maps

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 1, BLOCK 1, CLAYDESTA PLAZA NORTH, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND WEST LOOP 250 NORTH), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A MOBILE FOOD VENDOR PARK FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for Lot 1, Block 1, Claydesta Plaza North, Section 4, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a mobile food vendor park (the "Establishment") for on-premises consumption, together with the uses permitted in the present RR, Regional Retail District.

SECTION TWO. That the Property shall be subject to the following conditions and

restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 11,089 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of operation of the Establishment shall be limited to Monday through Sunday from 11:00 a.m. to 12:00 a.m. (midnight).

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F That the operator of the Establishment shall place a sign at the driveway notifying drivers that a left turn onto North Big Spring Street is prohibited.

G. That the operator of the Establishment shall provide a 20-foot-wide fire lane around the mobile food vendors.

H. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

I. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more

sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT 'A'



OCCUPANCY: **400 PEOPLE**
GAME AREA: 2,590 SQFT
* 1 PERSON PER 50SQFT
* **52 PEROPLE**
FIXED SEATING: 8,499 SQFT
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RESTROOMS:
* 2 EXISTING RESTROOMS
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* SPACES: 10'X22'
* DRIVES: 30' WIDE
* **NUMBER OF SPACES:100**

ALCOHOL SERVICEABLE AREA

EXISTING BUILDING

A PRELIM. SITE PLAN
100 PARKING SPACES, 4 H.C. SPACES N. T. S.

PREPARED BY:
JM DRAFTING & DESIGN
Email: jmertink@gmail.com Cell: (432) 425-5297

NEW SITE PLAN FOR:
THE TAILGATE
4401 N BIG SPRING ST
MIDLAND TEXAS

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September 14, 2021

DATE:
AUG. 02, 2021
DWG2021/SEANELPHG/THETAILGATE-A1
JOB # JM21072

MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: SUP-21-0105

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Christopher Sean Elphick		Phone (432) 553-9250 Email sean_elphick@yahoo.com	
Address 3209 Cimmaron Ave	City Midland	State TX	Zip 79705

Property Owner Printed Name: John Elphick		Phone (432) 553-9253 Email jelphick@scirealty.com	
Address 500 W. Illinois Ste 200	City Midland	State TX	Zip 79701

Representative *(if different from Applicant or Property Owner)* Firm: Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 4401 N Big Spring St. Midland, TX 79705

Business Name: The Tailgate

Legal Description
Lot: Block: 39 T 15 Subdivision:

Current Zoning:

Reason for Request: Expired SUP / expanding seating / adding Bar

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Food Truck Park

Proposed/Current Days and Hours of Operation: Mon - Sun 11am - 12am

Proposed Days and Hours of Alcohol Service: Mon - Sun 11am - 12am

Total Square Footage of Business:

Square Footage of Alcohol Serviceable Area: 7,362.5 sqft

Restroom Fixtures: *Men*	**Toilets/Urinals:** 1 / 1	**Bathroom Sinks:** 1
Women	**Toilets:** 1	**Bathroom Sinks:** 1

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature):	Date: 6/9/21
Applicant (printed): Christopher Sean Elphick	
Property Owner (signature):	Date: 6/9/21
Property Owner (printed) :	

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____

Authorized Agent (*signature*)

Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

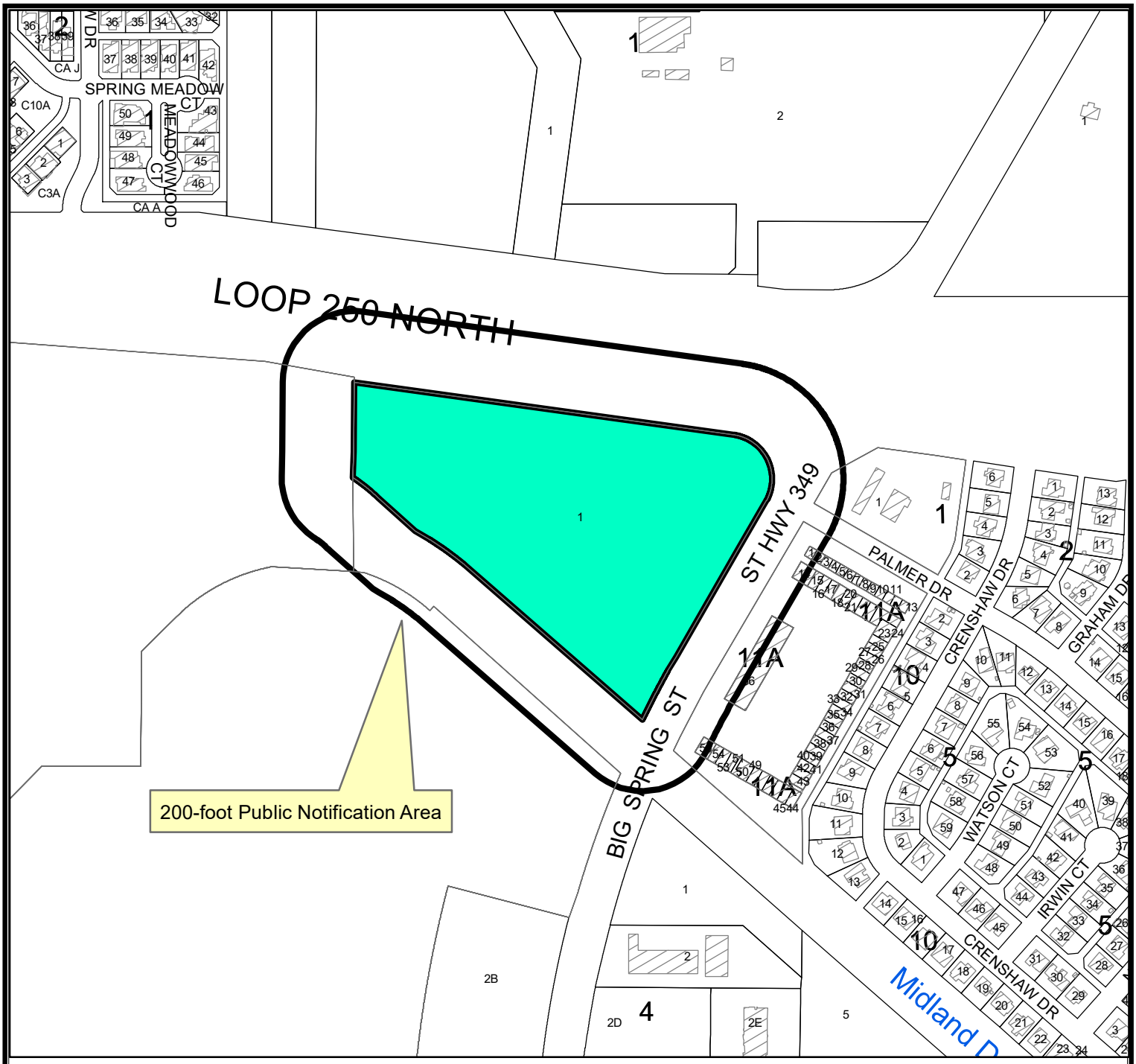
_____

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY	
☑ Property Owner Authorization	☐ Dimensioned Floor Plan
☑ Application Fee	☐ Site Plan
Check # Credit Card	☐ Plans in Digital Format (PDF/JPEG)
Received By:_____	Date:_____

****Application will not be considered for scheduling until reviewed by a planner.****



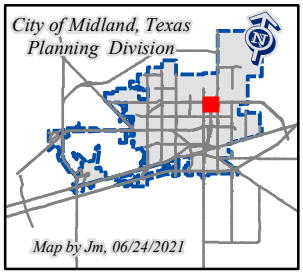
LOCATION MAP

SUD-21-0105 **Scale: 1" = 400'**

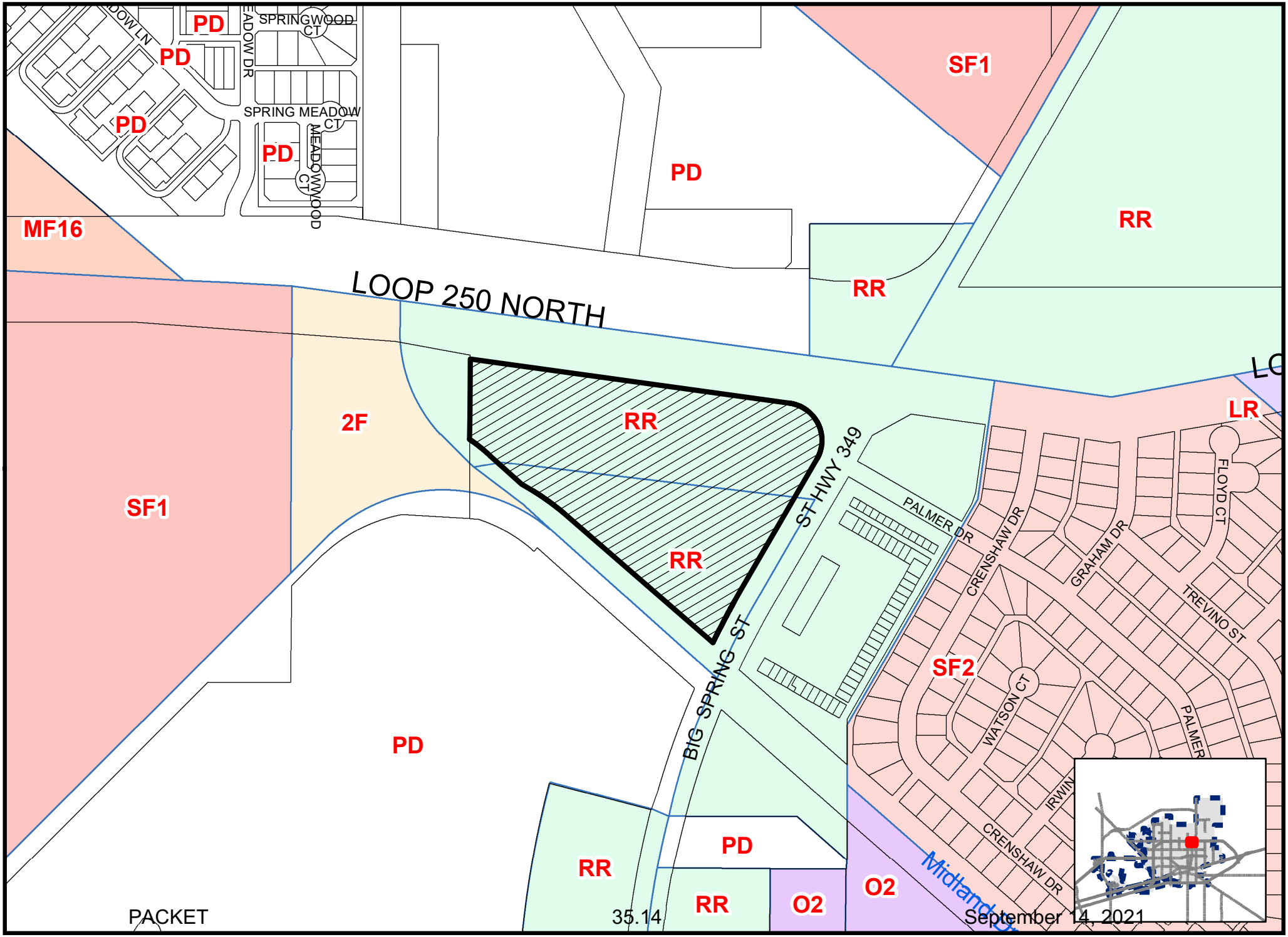
Consider a request by Christopher Sean Elphick for a Specific Use Designation with term for the sale of all alcoholic beverages for on premises consumption in a Mobile Food Vendor Park on Lot 1, Block 1, Claydesta Plaza North, Section 4, City and County of Midland, Texas.
Generally located on the southwest corner of the intersection of North Big Spring Street and West 250 Loop North. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



September 14, 2021



Map By JM, 06/29/2021

SUD-21-0105

Scale: 1" = 400'

ZONING MAP

© THE CITY OF MIDLAND - 2020: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.




HAYASHI
JAPANESE HIBACHI & SUSHI


SOUTHBOUND
TRUCKS MUST
USE LOOP 250
ENTRANCE



MIDLAND
Planning Division

CALTAM LP
4400 N BIG SPRING ST STE C-24
MIDLAND TX 79705-4623

PUBLIC NOTICE

The **City Council** of the City of Midland, Texas, will hold a public hearing at **10:00 a.m.** on **Tuesday, August 24, 2021** in the Council Chamber, City Hall, 300 N. Loraine Street, Midland, TX 79702 and via videoconference, on a request by **Christopher Sean Elphick,** for a **Specific Use Designation with Term** on the following described property:

LEGAL DESCRIPTION: Lot 1, Block 1, Claydesta Plaza North, Section 4, City and County of Midland, Texas.

LOCATION: Generally located on the southwest corner of the intersection of North Big Spring Street and West 250 Loop North. (Council District 3)

CURRENT ZONING: RR, Regional Retail District

SPECIFIC USE: For the sale of all alcoholic beverages for on-premises consumption, at a Mobile Food Vendor Park.

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request ✓

Comments:
Please see additional letter

Required Information:
Tammy Alvis — Property Owner's Signature
Tammy Alvis — Printed Name
4400 N Big Spring Suite C-24, Midland, TX 7970 — Property Address (No P. O. Boxes)

If any further information is desired, please contact the Planning Division at (432) 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : (432) 685-7400.

Notices Mailed: 6
Date Mailed: August 6, 2021
Case Number: SUD-21-0105
Case Name: The Tailgate
JM Planner's Initials

Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland, at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989.
Videoconference information can be found by longing on to www.midlandtexas.gov/967/PrimeGov-Meetings.

www.MidlandTexas.gov
Planning Division ▪ 300 N. Loraine, Midland TX 79702 ▪ 432-685-7400

Mission Square objects to the sale of alcohol until midnight, how is he going to control how much his customers drink. Do all the food trucks serve alcohol or does just one? We all need to be held accountable for what takes place in our establishment especially when it comes to the sale of alcohol. How is he going to control if someone brings their own beer/liquor, it sounds like this is going to be an outside bar where people can come and go without going thru a door or gate to make sure they are capable of driving home or the next party. We already have a bar in our parking lot which on any given night bar patrons litter our parking lot with beer bottles and vomit, they back into our building and do burn outs in our parking lot. This behavior greatly concerns us. What we don't want to happen is when the party ends at midnight they come across the street to Rockin Rodeo and continue to party and end up killing someone on the way home. We have been drug into numerous law suits because the bar overserves their customers and they end up hurting themselves or someone else on the way home. We do not own the building Rockin Rodeo is occupying we just share the parking lot with them.
Thank you for your consideration,

Tammy Alvin

Tammy Alvin
Mission Square Shopping Center

Andrews man awarded $5.5M

Daniel Rawls filed a lawsuit against La Fogata Mexican Grill

By Caitlin Randle
CRANDLE@MRT.COM

An Andrews man was awarded $5.5 million on July 27 after he filed a civil suit against La Fogata Mexican Grill, claiming the restaurant and bar was negligent when they overserved him alcohol, which he alleges later caused him to be injured in an altercation with another customer.

Daniel Rawls filed a lawsuit through his attorney, Odessa-based Lane Haygood, on May 17 regarding an incident at the 708 E. Broadway St. restaurant (in Andrews) that occurred in May of 2019, according to court records.

Rawls was awarded a total of $5.5 million for five claims, including premises liability, negligence and damages arising from foreseeable criminal conduct. The Andrews County 109th District Court ruled in Rawls' favor in a default judgment, meaning the owner of La Fogata did not respond to the suit or attend the hearing. The court did not rule on whether Rawls' claims were true.

After drinking at La Fogata on May 21, 2019, Rawls was in an altercation with another customer, Robert Henrickson, in the parking lot of the restaurant, according to a copy of the lawsuit. Rawls alleges he sustained a head injury during the argument with Henrickson, who had also been drinking heavily.

The lawsuit states La Fogata, its owner Lourdes Galindo and an unknown bartender are responsible for the injury because they allowed the two men to drink excessively and leave the

Suit continues on A4

SUIT

From page A1

restaurant together. The restaurant was also negligent by not calling an ambulance after Rawls was injured, according to the suit.

The bartender, identified in the suit as John and/or Jane Doe, was not adequately trained by Galindo to detect when patrons had been overserved, according to the suit. Rawls also alleges that Galindo failed to ensure the parking lot didn't include obstacles "that would pose a tripping or falling hazard to intoxicated patrons."

Rawls sustained a "serious and debilitating" head injury after he was assaulted by Henrickson and fell over "an uneven parking lot," according to the suit.

La Fogata has 30 days to file a notice of appeal if they intend to seek a new trial, according to the Texas Rules of Appellate Procedure. Rawls allegedly has a history of excessive drinking. Andrews jail records show he was arrested twice, in February 2019 and May of this year, on charges of public intoxication.

From: Joseph Marynak
To: Elizabeth Shaughnessy
Subject: FW: The Tailgate
Date: Thursday, August 12, 2021 2:58:50 PM

From: Callie Stevens <callieshouses@gmail.com>
Sent: Thursday, August 12, 2021 12:15 PM
To: Joseph Marynak <jmarynak@midlandtexas.gov>
Subject: The Tailgate

Mr. Marynak,

I am one of the owners of Mission Square Shopping Center.
We are directly across Big Spring street from the proposed
The Tailgate outdoor venue.
I do not feel allowing food and alcohol sales until 12 am is good for the location.

Several reasons why:

1. Who will regulate the sale of alcohol at The Tailgate versus patrons just bringing their own alcohol? Will there be security checking cars as they enter?

2. Will there only be one vendor selling alcohol?
If not, who will be held accountable if someone is overserved?
We have been sued multiple times because drunks pass the accountability off to the bar owner.
We just own the property, not the bar.

3. What will the stage be used for? Concerts will disturb our surrounding neighborhood.

4. We already have issues with our parking lot filling with Rockin Rodeo patrons after hours.
They make a mess, speed around , and cause damage to our buildings. This will bring more people into our parking lot who have been drinking once The Tailgate closes.
As the property owner, I should not have to assume liability from across the street.

5. With the shortage of police officers in our city, issuing yet ANOTHER late hour permit for alcohol sales is irresponsible and unsafe for our citizens.

Please let me know you have received .
I have a few recommendations that may be agreeable.

--
Callie Stevens
Owner-Mission Square
Broker
Jan Melton & Associates
Office: 432-682-0000

Cell: 432-967-1059

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

City Council Meeting

Item Number: 36

Meeting Date: August 24, 2021

To: City Council / City Manager

From: Jamie Radcliff, Budget Manager

Subject: AN ORDINANCE ADOPTING A FEE SCHEDULE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING AN APPEAL PROCESS; AND ORDERING PUBLICATION (FINANCE)

Purpose:

Revise an Ordinance establishing regulatory and user fees collected by the City of Midland in order to adequately cover the costs and expenses incurred by the City in connection with providing the services associated with said fees.

Recommended City Council Action:

Approve

Fiscal Impact:

Regulatory and User Fees generate revenue designed to cover the cost of the service being provided by the City of Midland

Discussion:

Fee revisions are from three separate departments:

Due to increased cost and changes in available products, the Health Department is updating the vaccination schedule and costs associated with the following services:

Vaxelis (DTaP, HIB, Polio & HEP B) (NEW)	$150.00
Proquad (MMR & Varicella) (was $240)	$250.00
PCV 13 (Pneumococcal Conjugate) (was $200)	$260.00
PPSV23 (Pneumococcal Conjugate) (was $120)	$145.00
Menqaudfi (Meningitis) (NEW)	$200.00

The Fire Department evaluated their historically low EMS fees, having not been updated since 2009. The new fee structure is below the midpoint, yet comparable to the surrounding communities.
Additionally, the Fire Department included a fee to cover Food Truck Inspections. Historically a free service, the fee has been introduced to reflect the time-consuming cost of providing the service equivalent to other EMS agencies.

In addition, the Sanitation Fee Schedule has been updated to reflect an increase in residential and commercial rates.

Please see attached memos for further information.

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A FEE SCHEDULE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING AN APPEAL PROCESS; AND ORDERING PUBLICATION

WHEREAS, the City Council finds it to be in the public interest to establish fees collected by the City of Midland in order to adequately cover the costs and expenses incurred by the City in connection with providing the services associated with said fees; and

WHEREAS, the City Manager's designees have prepared Exhibits "A" through "O", which are attached hereto and incorporated herein for all purposes, identifying said fees (collectively, the "Fee Schedule"); and

WHEREAS, the City Council of the City of Midland, Texas, finds it to be in the public interest to adopt the Fee Schedule and to establish the fees identified therein as the fees to be collected by the City of Midland, said fees being reasonably related to the costs and expenses incurred by the City in connection with providing the services associated with said fees;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS;

SECTION ONE. That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are adopted as part of this ordinance for all purposes.

SECTION TWO. That the Fee Schedule is hereby approved and adopted. The fees identified in the Fee Schedule are hereby established as the fees to be collected by the City of Midland except for the following types of fees: a fee charged to a requestor who submits a request for information under the Texas Public Information Act; a fee assessed by the Municipal Court that is not identified in the Fee Schedule; a fee established by a contract, to the extent that the fee established by the contract conflicts with or is not identified in the Fee Schedule; a drainage charge; an impact fee; a fee prescribed by a state law, rule, or

regulation; or a fee for which a state law, rule, or regulation, or the City Charter requires a procedure to be followed to establish the fee other than the procedure that was followed to adopt the Fee Schedule.

To the extent that a fee identified in the Fee Schedule conflicts with a fee that was previously established by ordinance (including an ordinance that has been codified in the City Code), resolution, or other City of Midland instrument, this ordinance shall supersede such previous ordinance, resolution, or other instrument, and the fee identified in the Fee Schedule shall be the applicable fee.

To the extent that a fee identified in the Fee Schedule conflicts with a fee prescribed by a state law, rule, or regulation, the fee prescribed by the state law, rule, or regulation shall be the applicable fee.

To the extent that a fee identified in the Fee Schedule is a fee for which a state law, rule, or regulation, or the City Charter requires a procedure to be followed to establish the fee other than the procedure that was followed to adopt the Fee Schedule, such fee that was previously established by following the applicable procedure shall be the applicable fee.

SECTION THREE. Any person wishing to appeal the payment of a fee identified in the Fee Schedule may do so in accordance with the law, rule, regulation, or ordinance that established the procedure for appealing such fee. To the extent no such appeal procedure has been established for a fee identified in the Fee Schedule that is not a fee assessed by the Municipal Court, the following appeal procedure shall apply:

A. Any person may appeal in writing to the City Manager, or the City Manager's designee, prior to paying the fee or after paying the fee. Any person may appeal in writing to the City Manager, or the City Manager's designee, if the person believes that he or she cannot afford the fee. The person may seek an exemption from all or part of the fee. The City Manager, or the City Manager's designee, shall make certain that the fee is not paid under duress.

If a person wishes to appeal after payment of the fee, the person shall appeal in writing to the City Manager, or the City Manager's designee, within ten (10) calendar days of paying the fee.

B. The City shall not file criminal charges against any person related to non-payment of the fee if the fee is not paid. The City shall not file criminal charges against a person in an attempt to collect the fee.

C. The City Manager, or the City Manager's designee, shall provide a full and meaningful review process. The City Manager, or the City Manager's designee, shall provide a fair opportunity for a person to challenge the accuracy and legal validity of his or her fee obligation. The City Manager, or the City Manager's designee, shall also provide a clear and certain remedy for any erroneous or unlawful fee collection to ensure that the opportunity to contest the fee is a meaningful one. Options that the City Manager, or the City Manager's designee, shall consider in providing a clear and certain remedy are a refund of any excess fee paid, as well as other factors, such as ensuring that a person may continue the operation of his or her business.

D. The City Manager, or the City Manager's designee, shall make his or her decision within ten (10) days of receiving the written notice of appeal. The City Manager, or the City Manager's designee, shall ensure that a person has all rights under any applicable law. A person shall incur no financial hardship by exercising his or her right to appeal.

SECTION FOUR. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FIVE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid

SECTION SIX. That this ordinance shall become effective immediately upon final passage and approval.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Robert Patrick, City Manager

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

Exhibit A

City Secretary

	Fee
Business Regulations	
Junk and secondhand goods license	$25.00
Renewal of junk and secondhand good	$10.00
Alcoholic Beverage License Fee	1/2 of State Fee
Taxicab annual operating fee (each)	$200.00
Limo or Motorbus operating fee (each)	$100.00
Passports	
Execution Fee (DS-11)	$35.00
Renewal Mailing Fee (DS-82)	$10.00
Passport Photograph	$18.00
Expedited Shipping Fee (DS-11)	$26.40
Expedited Shipping Fee (DS-82)	$32.95
Notarization Fee	$10.00
Copies	$0.25

Exhibit B

Parks

	Fee
TEMP FENCING	
Deposit	$200.00
Rental Fee (per panel)	$10.00
SHOWMOBILE	
Deposit	$1,000.00
4 Hours	$250.00
8 Hours	$500.00
Extensions	$100.00
Show Lights	$200.00
PORTABLE BLEACHERS	
Deposit	$100.00
Rental Fee	$100.00
PORTABLE STAGE	
Deposit	$100.00
Rental Fee	$100.00
TRASH CANS	
Deposit	$100.00
Rental Fee (10 cans)	$50.00
PARK PAVILION RENTAL	
Deposit	$100.00
Rental Fee 9am-12am	$60.00
Rental Fee 9am-3pm	$30.00
Rental Fee 4pm-12am	$40.00
BEAL RANCH HOUSE	
Deposit no Alcohol	$300.00
Deposit w/Alcohol	$500.00
Rental Fee Per Hour	$50.00
GAZEBO RENTAL WADLEY	
Deposit	$100.00
Rental Fee 9 am- 3 pm	$50.00
Rental Fee 4 pm-10 pm	$50.00
Rental Fee 9 am-10 pm	$100.00
GAZEBO RENTAL BEAL	
Deposit	$100.00
Rental Fee 9 am- 3 pm	$50.00
Rental Fee 4 pm-10 pm	$50.00
Rental Fee 9 am-10 pm	$100.00

Exhibit C

Recreation

		Fee
CITY POOL RATES		
Entry Fee		$3.00
Children under 2		Free
10 Punch Card		$15.00
25 Punch Card		$35.00
75 Punch Card		$75.00
Personal Cooler Admission		$10.00
Soda/Drinks		$2.00
Snacks		$1.00
Life Jacket Rental		$1.00
Life Jacket Deposit		$1.00
PRIVATE RENTALS		
DEPOSIT		$250.00
RENTAL		$700.00
POOL PAVILION RENTALS		
(Doug Russell Only)		
DEPOSIT		$100.00
RENTAL		$100.00
MARTIN LUTHER KING RECREATION CENTER	per hour	
Activity Room		
During Operation		$25.00
After Hours		$35.00
Deposit		$100.00
Activity Rm/with Gameroom	per hour	
During Operation		$35.00
After Hours		$70.00
Deposit		$300.00
Auditorium	per hour	
During Operation		$50.00
After Hours		$75.00
Deposit No Alcohol		$500.00
Deposit Alcohol		$750.00
Gymnasium	per hour	
Sporting Events ONLY		
During Operation		$25.00
After Hours		$50.00
Deposit		$200.00
Training Room	per hour	
Sporting Events ONLY		

Exhibit C

Recreation

	Fee
During Operation	$50.00
After Hours	$75.00
Deposit	$1,000.00
Daily	$1.00
Monthly Membership	$15.00
MLK Volleyball Net Setup Fee	$15.00
MOVIE SCREEN	
Deposit	$1,000.00
Fee	$500.00
BUBBLE SOCCER AT MLK Gym Only	
Deposit	$300.00
During Hrs	$100.00
After Hours	$125.00
Bubble Soccer at MLK Gym/Activity Rm	
Deposit	$300.00
During Hrs	$125.00
After Hours	$135.00
BUBBLE SOCCER AT MLK Gym/Act Rm/Game Rm	
Deposit	$300.00
During Hrs	Not Avaliable
After Hours	$170.00
BUBBLE SOCCER NOT @MLK	
Deposit	$500.00
Fee Per Hr (must be 2 hour rental)	$200.00
AUXILIARY FIELDS	
Per Hour	$50.00
Tournament (per game)	$30.00
Deposit	$100.00
Tournament Deposit ($125 non refundable)	$250.00
Field Marking	$75.00
Lights for Practice field (per field per hour)	$25.00

Exhibit D

Health and Senior Services

	Fee
Environmental Section	
Mobile Food Vendor	
Mobile Food Vendor	$175.00
Mobile Food (Seasonal)	$105.00
Temporary Permit	$70.00
Food Services Establishments	
1 thru 5 employees	$150.00
6 thru 10 employees	$200.00
11 or more employees	$250.00
Deli/Meat Market/Bakery	$75.00
Farmers Market	$50.00
Retail Food Store	
1 thru 5 employees	$150.00
6 thru 10 employees	$200.00
11 or more employees	$250.00
Temporary Permit	$70.00
Child Care Programs	
Day Care	$100.00
Foster Care	$50.00
Child Care Program for after School	$50.00
Swimming Pool, Spa, or Water Feature Permit	
Swimming Pool or Spa Permit	$100.00
Water Feature Permit	$100.00
Non-Profit Yearly	$30.00
Non-Profit Temporary	$30.00
Re-inspection (When Establishment is shut down)	$75.00
Septic System Inspections	
Septic System Residential	$150.00
Septic System Commercial	$210.00
Septic re-inspection (When fails initial inspection)	$50.00
Late Fee (When not paid by specified date)	25% of Permit Fee
Clinical Section	
Health Department Services	
DTaP	$45.00
Kinrix (DTaP & Polio)	$100.00
Pentacel (DTaP & Polio & Flu Type B)	$140.00
IPV (Polio)	$50.00
Pedi HEP A	$40.00
Pedi HEP B	$35.00
HIB (Flu Type B)	$40.00

Exhibit D

Health and Senior Services

	Fee
Vaxelis (DTaP, HIB, Polio & HEP B)	$150.00
Rototeq/Rotarix (Rotavirus)	$140.00
Proquad (MMR & Varicella)	$250.00
PCV 13 (Pneumococcal Conjugate)	$260.00
PPSV23 (Pneumococcal Conjugate)	$145.00
MMR	$90.00
Varicella	$150.00
TD (Tetanus & Diptheria)	$50.00
TDAP (Tetanus Diptheria and Pertussis)	$60.00
HPV 9	$240.00
MCV4 (Meningitis)	$150.00
Menqaudfi (Meningitis)	$200.00
Trumenba (Meningococcal Group B)	$140.00
Bexsero (Meningococcal Group B)	$130.00
Adult Hep A	$60.00
Adult Hep B	$65.00
Shingrix (Shingles)	$170.00
Infant flu	$25.00
Flu	$30.00
High Dose Flu	$65.00
Flublok	$60.00
Yellow Fever	$130.00
STD Testing	$10.00
HIV Testing	$10.00
STD Clinic Treatment	$10.00
STD Clinic Retreatment	$10.00
Pregnancy Test-Urine	$10.00
Pregnancy Test - Blood	$15.00
TB Test	$15.00
TB Clinic	$10.00
Administration Fees	
Insured	$25.00
TVFC 1=$10, 2=$20, >or= 3 = $30	
Refugee	$0.00
Medicaid/CHIP	$14.85
Medicare Flu or Pneumonia	$25.00

Exhibit E

Animal Services

	Fee
Adoption Fees	
Adoption Fees (includes micro chipping)	$35.00
Ducks, Rabbits, Other	$5.00
Humane Coalition Transfer Fee (with micro chipping) Range $17 to $25	$25.00
Animal Service Discount	$6.73
Impoundment Fees	
Impoundment - 1st Offense (altered)	$25.00
Impoundment - 1st Offense (unaltered)	$100.00
Impoundment - 2nd Offense (altered)	$50.00
Impoundment - 2nd Offense (unaltered)	$100.00
Impoundment - 3rd+ Offense (altered)	$60.00
Impoundment - 3rd+ Offense (unaltered)	$100.00
Livestock Impoundment	$100.00
Boarding & Quarantine	
Boarding (per day)	$6.00
Quarantine Fees ($8/day for 10 days)	$8.00
Home Quarantine Fees ($3/day for 10 days)	$30.00
Pick-up Fees	
Pickup Fee - Owner release	$15.00
Pickup Fee - Deceased	$10.00
Pickup Fee - Dead Small Livestock	$25.00
Pickup Fee- Deceased Livestock	$75.00
Transfer to Vet Fee	$15.00
Rabies Specimen Prep Fee	$15.00
Rabies Specimen Shipping	$45.00
Microchipping	
Microchips	$15.00
Pet Services	
Flea/Tick Dip	$15.00
Euthanasia	
Euthanasia	$15.00
Pet Licenses	
Pet License (yearly) ($7 reg, $10 Spec Event)	$7 or $10
Pet License (replacement)	$1.00
Wild Animal Permit	$25.00
Dangerous Dog Yearly Registration	$50.00
Off Leash Training Permit	$5.00
Pigeons	
Loft Permit for Pigeons	$3.00
Renewal of Loft Permit	$2.00

Exhibit F

Golf Course

	Fee
Green Fee - Weekday	$20.25
Green Fee - Weekdays after 4:00	$11.25
Green Fee - Weekend	$25.25
Green Fee - Weekend after 4:00	$15.00
Weekend AM - 9 Holes	$14.00
Green Fee - Senior	$15.25
Green Fee - Junior	$9.50
Cart Fee (90%)	$12.75

Exhibit G

Planning

	Fee
Preliminary Plat Application	
Sketch Plan Application (1st review)	$225.00
Sketch Plan Application (2nd review)	$100.00
Preliminary Plat Application (up to 50 acres)	$350.00
Preliminary Plat Application (over 50 acres)	$500.00
Final Plat Application	
Standard Plat or Residential Up to 50 acres	$350.00
Standard Plat or Residential over 50 acres Max	$500.00
Administrative Plat	$250.00
Digital File Conversion Fee	$50.00
Recording Fees- Plats up to 18"x24"	$61.00
Recording Fees- Plats over 18"x24"	$81.00
Related Documents	$26.00
Replat	
Replat with Public Hearing	$250.00
Replat without Public Hearing	$250.00
Annexation/Zone Change Application	
Standard Zone Change	$500.00
Planned District Zone Change	$650.00
Multiple PD Proposal Basic	$550.00
Multiple PD Proposal Per Additional District	$100.00
Additional PD Regulations	$75.00
Site Plan in PDF Format for City Council	$50.00
Application Fee	$500.00
Zoning Board of Appeal Fee	$600.00
Special Exception Application Fee	$500.00
Oil and Gas	
Application for Oil and Gas Permit	$4,000.00
Credit Access Businesses	
Application Fee	$50.00
Specific Use Permit (SUP) / Specific Use Designation (SUD)	
Application for SUP/SUD with Term for Alcoholic Beverage	$300.00
Application for General SUP/SUD	$400.00
Renewal SUP/SUD	$75.00
Temporary Mobile Home	
Special Temporary Permit for Manufactured Home App (Based on Genuine Hardship Condition)	$50.00
Special Temporary Permit for Manufactured Home App (For Occupancy by a Caretaker, Manager, or Guard)	$100.00
Temporary Land Use	
Application Fee	$300.00
For each additional event date	$25.00
Clean-Up Deposit	$500.00

Exhibit G

Planning

		Fee
	Damage Deposit	$500.00
	Outside sale of dogs	$20.00
Site Plan Review		
	Single PD Amendment	$550.00
	Multiple PD Amendment	$650.00
Dedications		
	Review Fee	$400.00
Vacation		
	Application Fee	$400.00
Creation of a Building Site		
	Application Fee	$400.00
Master Sign Plan		
	Application Fee	$300.00
Traffic Impact		
	Traffic Impact (Staff Study)	$350.00
	Traffic Impact (Review of Submittal)	$600.00
Portable Storage Containers		
Freight or Portable storage cont.- permit fee		$125.00
	Each add'l on same property	$25.00
90- day permit fee for storage container		$150.00
	Each add'l container	$25.00
45- day permit fee for storage container		$125.00
	Each add'l container	$25.00
30 day permit fee for storage container		$75.00
Certificate of occupancy and compliance		
Certificate of occupancy and compliance		$10.00

Exhibit H

Code Enforcement

	Fee
Building Permits	
Construction Permit Fee	31.5 cents per square foot
Sidewalk/ROW Residential (No building permit)	$50.00
Sidewalk/ROW Commercial (No building permit)	$200.00
Street Improvement Fee	23 cents per square foot
Fence Fee	$50.00
Manufactured Home	$200.00
Manufactured Home Skirting Deposit	$100.00
Moving Fee	$200.00
Non-Profit Residential	$150.00
Temporary Structure	$100.00
Detached Assessory (120Sq.ft or less)	$50.00
Detached Assessory (120Sq.ft to 200 sq.ft.)	$100.00
Demolition Permits	
Commercial Demo Fee - Building	$500.00
Commerical Demo Fee - Interior	$100.00
Residential or Accessory Bldg	$50.00
Temporary Sign Permits	
Permanent Sign Permits	$50.00
Temporary sign annual permit fee	$50.00
Failure to remove sign- hauling fee	$50.00
Failure to remove sign- daily storage fee	$10.00
Oil & Gas Drilling Permits	
Amendment Fee	$1,000.00
Certification Fee & Inspection	$300.00
Oil & Gas Application Fee	$4,000.00
Well Tranfer Fee	$500.00
***TX State HB-40 recognizes Ordinance 8769 including fees and may not be amended**	
Mobile Home Park Licenses	
Mobile Home Park Licenses	$25.00 plus $1 ea/addl
Certificate of Occupancy	
Certificate of Occupancy	$50.00
Lot Deposits	
Clearing Deposits (Floor & Foundation) Commercial	$2,000.00
Clearing Deposits (Floor & Foundation) Residential	$600.00
Clearing Deposits (Rubbish, Litter, Lot)	$200.00
Clearing Deposit (Accessory Bldg, Debris, Material	$200.00
Lot Clearing	
Administrative Fee	$100.00
Tree Removal	$70.00
Debris Charge	$110 per ton

Exhibit H

Code Enforcement

	Fee
Mow Vacant Lot	$0.05 per sq. yd.
Mow Lot with Structure	$0.055 per sq. yd.
Mow Acreage	$70 per acre
Mowing Fee	$0.10 per sq. yd.
Special Project	$165.00
Minimum Lot Charge	$45.00
Tires	Reimbursemt+$2.00/tire
Electrical Fees	
Minimum Fee	$50.00
Temporary Service	$50.00
Temporary Construction Pole	$50.00
Parking Lot Wiring	$50.00
Building Wiring	$0.05 per sq.ft
Service Change	$50.00
Sign Electrical Fee	$50.00
Electrical Fixture Fee (for first, $1.00 each after)	$15.00
Mobile Home Rewiring ($5 for each add'l)	$50.00
Clearance for Elec Connect/Disconnect Residential	$50.00
Reinspection (Red Tag)	$50.00
Mechanical Fees (when not part of bldg.permit)	
Minimum Fee	$50.00
Inspection for Heating, AC,Venting,Ductwork,Fridge ($5 for each add'l inspection)	$50.00
Fire Extinguishing Permit	$50.00
Boiler Inspections (33K to 1165 BTU)	$50.00
Boiler Inspections (1165K to 3300 BTU)	$50.00
Boiler Inspections (over 3300 BTU)	$50.00
Reinspection (Red Tag)	$50.00
Gas Fees (when not part of bldg.permit)	
Minimum Fee	$50.00
Floor Furnace, Boiler	$50.00
Vented Recessed Heater	$50.00
Gas line service	$50.00
Vented Appliance ($10 each add'l)	$50.00
Temporary Connection	$50.00
Reinspection (Red Tag)	$50.00
Plumbing Fees (when not part of bldg.permit)	
Minimum Fee	$50.00
Furnace, unit or wall heater ($10 each add'l)	$50.00
Water heater ($10 each add'l)	$50.00
Water softener	$50.00
Lawn Sprinkler	$50.00

Exhibit H

Code Enforcement

	Fee
Water Line Service	$50.00
Sewer Line Service	$50.00
Replumb Bldg	$0.05 Sq. Ft.
Fire Sprinker	$0.05 Sq. Ft.
Backflow Assembly Device ($10 each add'l)	$50.00
Reinspection (Red Tag)	$30.00
Vendor Permit	
Vendor Permit	$100.00
Water Well Fee	
Drill new well	$50.00
Reinspection Fee	
Reinspection (All Permits)	$100.00
Application to Board of Appeals	
Application	$200.00
Public Ways and Property	
House moving permit fee	$25.00
Network Nodes-5 in same application	$500.00
Each additional node in application	$250.00
Node Support Pole Application	$1,000.00
Fee to attach network node to public ROW pole	$20.00

Exhibit I

Engineering

	Fee
Traffic	
Street Name and Traffic Control Sign Fee	$500/intersection
Right of Way Use Permit Fee	$350.00

Exhibit J

Water & Sewer Fees

	Fee (as of July 1, 2020)
Water Rates Inside City:	
Base Rate for All Except Apartments for First 2,000 gallons	$21.61
Base Rate for Apartments per Unit for first 2,000 gallons per Unit	$17.60
Rate per 1,000 gallons over base of 2,000 up to 10,000	$6.11
Rate per 1,000 gallons from 10,001 up to 25,000	$8.03
Rate per 1,000 gallons from 25,001 up to 50,000	$10.80
Irrigation)	$13.50
Sewer Rates Inside City:	
All Customers Base Rate (First 2,000 gallons)	$21.79
All Customers Rate per 1,000 after Base Rate	$0.88
Water Rates Outside City:	
Base Rate for All Except Apartments for First 2,000 gallons	$32.42
Base Rate for Apartments per Unit for first 2,000 gallons per Unit	$26.40
Rate per 1,000 gallons over base of 2,000 up to 10,000	$9.17
Rate per 1,000 gallons from 10,001 up to 25,000	$12.05
Rate per 1,000 gallons from 25,001 up to 50,000	$16.20
Irrigation)	$20.25
Sewer Rates Outside City:	
Residential Base Rate (First 2,000 gallons)	$32.69
Residential Rate per 1,000 after Base Rate	$1.32
Miscellaneous:	
Septage waste hauler discharges and fees (per gallon)	$0.30

Exhibit K

Customer Service/Utility Billing

	Fee
Account Billing	
Residential Utility Deposit	$75.00
Re-read of Water Meter (2nd time)	$25.00
Test of Water Meter (2nd time)	$25.00
Non-sufficient fund check	$30.00
Reconnect-Disconnect fee	$30.00
Application Fee	$20.00
Transfer Fee	$20.00
Tampering/Straight Fee (1st time)	$200.00
Tampering/Straight Fee (2nd time)	$300.00
Water Meters & Tap Fees	
3/4" water meter-with existing meter box	$40.00
1" water meter-with existing meter box	$100.00
1" water meter tap (no paving cut or meter installation)	$390.00
1" service charge for tap and meter with meter box	$425.00
2" water meter- with existing meter box	$240.00
2" water meter tap (no paving cut or meter installation)	$564.00
2" service charge for tap and meter with meter box	$710.00
3" water meter	$375.00
4" water meter	$375.00
4" sewer tap	$350.00
6" sewer tap	$400.00
Replacement sewer tap (per line)	$300.00
Fee to abandon line for replacement	$150.00
Paving cut/Boring & Casing Fee	$400.00
Fire hydrant meter setting or moving	$200.00
Fire Hydrant meter deposit setting	$2,400.00
Drinking Water Testing- Total Coliform (Presence or absence)	$18.00
Non-Potable H2O testing- Total Coliform & E.Coli (MPN)	$25.00
Non-Potable H2O testing- Total Coliform & Fecal Coliform (MPN)	$25.00
Move a service line no more than 5 feet	$150.00

Exhibit L

Sanitation Fees

Inside City Limits

# of Containers	Number of pickups per week			
	2X	3X	4X	5X
Residential				
0.25	$18.45			
0.5	$36.90			
0.75	$55.35			
1	$73.80			
Commercial				
0.25	$24.68	$37.02	$49.36	$61.70
0.5	$49.36	$74.04	$98.72	$123.40
0.75	$74.04	$111.06	$148.08	$185.10
1	$98.70	$148.05	$197.40	$246.75
2	$187.53	$281.30	$375.06	$468.83
3	$276.36	$414.54	$552.72	$690.90
4	$365.19	$547.79	$730.38	$912.98
5	$454.02	$681.03	$908.04	$1,135.05
6	$542.85	$814.28	$1,085.70	$1,357.13
7	$631.68	$947.52	$1,263.36	$1,579.20
8	$720.51	$1,080.77	$1,441.02	$1,801.28
9	$809.34	$1,214.01	$1,618.68	$2,023.35
10	$898.17	$1,347.26	$1,796.34	$2,245.43
11	$987.00	$1,480.50	$1,974.00	$2,467.50
12	$1,075.83	$1,613.75	$2,151.66	$2,689.58
13	$1,164.66	$1,746.99	$2,329.32	$2,911.65
14	$1,253.49	$1,880.24	$2,506.98	$3,133.73
15	$1,342.32	$2,013.48	$2,684.64	$3,355.80
16	$1,431.15	$2,146.73	$2,862.30	$3,577.88
17	$1,519.98	$2,279.97	$3,039.96	$3,799.95
18	$1,608.81	$2,413.22	$3,217.62	$4,022.03
19	$1,697.64	$2,546.46	$3,395.28	$4,244.10
20	$1,786.47	$2,679.71	$3,572.94	$4,466.18
21	$1,875.30	$2,812.95	$3,750.60	$4,688.25
22	$1,964.13	$2,946.20	$3,928.26	$4,910.33
23	$2,052.96	$3,079.44	$4,105.92	$5,132.40
24	$2,141.79	$3,212.69	$4,283.58	$5,354.48
25	$2,230.62	$3,345.93	$4,461.24	$5,576.55
Per Month				
Recycling fee	$0.50			
Litter Abatement Fee	$1.00			

Exhibit L

Sanitation Fees

Outside City Limits - Sanitation Fees

# of Containers	Number of pickups per week			
	2X	3X	4X	5X
Residential				
0.25	$27.68			
0.5	$55.36			
0.75	$83.04			
1	$110.72			
Commercial				
0.25	$37.02	$55.53	$74.04	$92.55
0.5	$74.04	$111.06	$148.08	$185.10
0.75	$111.06	$166.59	$222.12	$277.65
1	$148.05	$222.08	$296.10	$370.13
2	$281.30	$421.94	$562.59	$703.24
3	$414.54	$621.81	$829.08	$1,036.35
4	$547.79	$821.68	$1,095.57	$1,369.46
5	$681.03	$1,021.55	$1,362.06	$1,702.58
6	$814.28	$1,221.41	$1,628.55	$2,035.69
7	$947.52	$1,421.28	$1,895.04	$2,368.80
8	$1,080.77	$1,621.15	$2,161.53	$2,701.91
9	$1,214.01	$1,821.02	$2,428.02	$3,035.03
10	$1,347.26	$2,020.88	$2,694.51	$3,368.14
11	$1,480.50	$2,220.75	$2,961.00	$3,701.25
12	$1,613.75	$2,420.62	$3,227.49	$4,034.36
13	$1,746.99	$2,620.49	$3,493.98	$4,367.48
14	$1,880.24	$2,820.35	$3,760.47	$4,700.59
15	$2,013.48	$3,020.22	$4,026.96	$5,033.70
16	$2,446.73	$3,220.09	$4,293.45	$5,366.81
17	$2,279.97	$3,419.96	$4,559.94	$5,699.93
18	$2,413.22	$3,619.82	$4,826.43	$6,033.04
19	$2,546.46	$3,819.69	$5,092.92	$6,366.15
20	$2,679.71	$4,019.56	$5,359.41	$6,699.26
21	$2,812.96	$4,219.43	$5,625.90	$7,032.38
22	$2,946.20	$4,419.29	$5,892.39	$7,365.49
23	$3,079.44	$4,619.16	$6,158.88	$7,698.60
24	$3,212.69	$4,819.03	$6,425.37	$8,031.71
25	$3,345.93	$5,018.90	$6,691.86	$8,364.83

Exhibit L

Sanitation Fees

Open Top/Compactor Fees	
One-time set up fee (Delivery fee)	$33.15 + Tax
Daily Rental	$6.63 + Tax
Haul Charge	$165.81 + Tax
Per Ton Disposal Fee (Landfill Charge)	$34.93 per

Removal of Garbage by Other Entity	
Garbage Hauler's Permit	$500.00

Landfill- Dumping and Unloading Charges	
Landfill Access Fee-	$25.00
Unlimited Landfill Access Fee-year	$500.00
Minimum Fee under 1 Ton	$17.46
Per ton Disposal Fee	$34.93
Materials not contained	$15.00
Pull off Fee	$75.00
Special Waste/Minor or TDH permit	
Special Waste Fee- Per Ton	$69.86
Minimum Fee under 1 Ton	$34.92

(1) Pursuant to Section 8-6-24 (A), Code of Ordinances, all Landfill Charges referenced in this Subsectioin (A) shall increase by two percent on February 1, 2017, and each February 1 thereafter, Unless otherwise modified by the City Council.

Exhibit M

Airport

	Fee
Landing Fees (per 1000 pounds of gross landing weight)	$0.70
Air carrier fees (per 1000 pounds of gross landing weight)	$0.70
Public Aircraft parking – locally based aircraft (month)	$25.00
Public Aircraft parking – transient aircraft (day)	$1.50
Public Parking – CI (Covered)	
0-30 minutes	Free
31-60 minutes	$3.00
Every additional hour	$2.00
Maximum per 24-hour period	$15.00
Public Parking – P1 & P3 (Close-In)	
0-30 minutes	Free
31-60 minutes	$2.00
Every additional hour	$1.00
Maximum per 24-hour period	$12.00
Public Parking – P2 &P4 (Economy)	
0-30 minutes	Free
31-60 minutes	$2.00
Every additional hour	$1.00
Maximum per 24-hour period	$9.00
Public Parking – C2 (Remote Covered)	
0-30 minutes	Free
31-60 minutes	$2.00
Every additional hour	$1.00
Maximum per 24-hour period	$11.00
Public Parking – P5 (Remote Economy)	
0-30 minutes	Free
31-60 minutes	$2.00
Every additional hour	$1.00
Maximum per 24-hour period	$7.00
Ground Transportation Permits -per month, per vehicle	
Taxicab	$25.00
Buses	$25.00
Courtesy vehicles for off-aiport hotel	$25.00
Courtesy vehicles for off-aiport car rental (plus 10% airport revenue)	$25.00
Courtesy vehicles for off-aiport parking lot (plus 10% airport revenue)	$25.00
Employee Parking	
Annual Employee Parking media (prorated monthly)	$40.00

Exhibit M

Airport

	Fee

Special assessments

1. Should any person upon driving a vehicle from the paid parking areas of the airport not be able to present an officially issued ticket indicating where that person's vehicle was parked and at what time, then the charge assessed for the parking of that vehicle shall be at least $12.00. In addition to that fee, there shall also be a fee assessed for the parking of that vehicle equal to the amount of the daily rate, times number of days, for the area in which that vehicle was parked as is indicated by the daily lot inventory taken by the airport administration.

2. Whenever a person or an entity shall pay for the parking fees assessed by this Section with a check or draft, and that check or draft is dishonored, then there shall be an additional $25.00 assessed against that person or entity.

Exhibit N

Sports Complex

	Fee
Grande Stadium - Football/Soccer Field-Events	
Schools that are Members of the Texas Association of Private and Parochial Schools	$500.00
Up to 3A Schools	$500.00
4A and 5A	$1,500.00
Per 5000+ attendees after	$500.00
Security Bank Ballpark - Baseball Field	
Baseball Events-Flat Rate	$500.00
Grande Stadium - Stadium Rental	
Non-profits Deposit	$500.00
Non-profits Daily Rate	$1,000.00
Commercial Deposit	$1,000.00
Commercial Daily Rate vs. 1.5% of gross gate receipts	$1,500.00
SSC - Parking Lot Rental	
Multiple Day Events- Deposit	$1,000.00
Multiple Day Events- Daily Rate	$1,000.00
Light Use- Single Day- Deposit	$500.00
Light Use- Single Day- Daily Rate	$500.00
SSC - Auxiliary Fields	
Field Per Hour	$50.00
Lights Per Hour	$25.00
Deposit	$100.00
Auxiliary Fields - Tournament Fee Per Game (Includes Lights)	
Game	$30.00
Depost/Clean Up Fee (per day per field. Half deposit is refundable is field is left in good condition)	$250.00
Field Alteration (per field)	$75.00

Exhibit O

Miscellaneous

	Fee
Court Fees	
Municipal Court Building Security Fee	$3.00
Municipal Court Technology Fee	$4.00
Municipal Court Copy Fee	$1.00 per page
Business Regulations	
Closing out sale license fees - 30 days	$100.00
Closing out sale license fees - 60 days	$125.00
Closing out sale license fees - 90 days	$150.00
Peddler license	$4.00
Mobile Home/Travel Trailer Park App Fee	$10.00
Mobile Home/Travel Trailer Park License	$25 plus $1 ea.space
Mobile Home Mini Park location app	$10.00
Mobile Home Mini Park revised site plan	$10.00
City Chauffeur's license app fee	$25.00
Airport Cabstand Permit fee (per month)	$25.00
Special police officer license fee (individual)	$10.00
Special police officer license fee (firm)	$50.00
Carnival operator's license	$50.00
Carnival employee's license	$6.00
Side walk sale application fee	$4.00
Police Regulations	
Ambulance Services- Basic Life Support	$650 + $10 per mile
Ambulance Services- Advanced Life Support	$750 + $10 per mile
Ambulance Services- Advanced Level II	$850 + $10 per mile
Ambulance Waiting Charge	$200 per hour
Ambulance Service- Outside Midland County	$100.00
Food Truck Fire Inspection	$50 per inspection annually
Alarm Permit Application Fee-Commercial	$25.00
Alarm Permit Application Fee-Residential	$20.00
Alarm Permit Renewal Fee -Commercial	$20.00
Alarm Permit Renewal Fee - Residential	$15.00
Alarm Permit Service fee	$50.00
Franchises	
Telecomm Carrier on public ROW Reg. Fee-	$25.00
Franchise application and review fee	$500.00
Franchise renewal application and review fee	$500.00

INTEROFFICE MEMORANDUM

TO: **Christy Weakland, Finance Director**

FROM: **Jeffery Ahrlett, Director of Solid Waste**

SUBJECT: **Update Sanitation Fee Ordinance**

DATE: **August 9, 2021**

CC: **Tina Jauz, Assistant City Manager**

Staff is seeking city council approval of an update to the current Sanitation Fee Ordinance. This includes the approval of an increase in sanitation rates.

- $2.00 per month increase residential
- $32.90 plus tax per month increase per commercial container

The proposed rates remain among the lowest in comparison to other municipalities with similar services. See attached tables.

Increased revenue from the proposed sanitation rates would yield approximately an additional $1,000,000 in commercial collection and approximately $900,000 additional in residential collection.

Council last approved an increase in sanitation fees in November 2016. This established an increase of 2% each year for three consecutive years. During 2020, staff did not recommend an increase. The proposed rates would help the rising cost of delivering sanitation services.

The proposed rates would be effective October 1, 2021.

Exhibit A

City Secretary

	Fee
Business Regulations	
Junk and secondhand goods license	$25.00
Renewal of junk and secondhand good	$10.00
Alcoholic Beverage License Fee	1/2 of State Fee
Taxicab annual operating fee (each)	$200.00
Limo or Motorbus operating fee (each)	$100.00
Passports	
Execution Fee (DS-11)	$35.00
Renewal Mailing Fee (DS-82)	$10.00
Passport Photograph	$18.00
Expedited Shipping Fee (DS-11)	$26.40
Expedited Shipping Fee (DS-82)	$32.95
Notarization Fee	$10.00
Copies	$0.25

Exhibit B

Parks

	Fee
TEMP FENCING	
Deposit	$200.00
Rental Fee (per panel)	$10.00
SHOWMOBILE	
Deposit	$1,000.00
4 Hours	$250.00
8 Hours	$500.00
Extensions	$100.00
Show Lights	$200.00
PORTABLE BLEACHERS	
Deposit	$100.00
Rental Fee	$100.00
PORTABLE STAGE	
Deposit	$100.00
Rental Fee	$100.00
TRASH CANS	
Deposit	$100.00
Rental Fee (10 cans)	$50.00
PARK PAVILION RENTAL	
Deposit	$100.00
Rental Fee 9am-12am	$60.00
Rental Fee 9am-3pm	$30.00
Rental Fee 4pm-12am	$40.00
BEAL RANCH HOUSE	
Deposit no Alcohol	$300.00
Deposit w/Alcohol	$500.00
Rental Fee Per Hour	$50.00
GAZEBO RENTAL WADLEY	
Deposit	$100.00
Rental Fee 9 am- 3 pm	$50.00
Rental Fee 4 pm-10 pm	$50.00
Rental Fee 9 am-10 pm	$100.00
GAZEBO RENTAL BEAL	
Deposit	$100.00
Rental Fee 9 am- 3 pm	$50.00
Rental Fee 4 pm-10 pm	$50.00
Rental Fee 9 am-10 pm	$100.00

Exhibit C

Recreation

		Fee
CITY POOL RATES		
Entry Fee		$3.00
Children under 2		Free
10 Punch Card		$15.00
25 Punch Card		$35.00
75 Punch Card		$75.00
Personal Cooler Admission		$10.00
Soda/Drinks		$2.00
Snacks		$1.00
Life Jacket Rental		$1.00
Life Jacket Deposit		$1.00
PRIVATE RENTALS		
DEPOSIT		$250.00
RENTAL		$700.00
POOL PAVILION RENTALS		
(Doug Russell Only)		
DEPOSIT		$100.00
RENTAL		$100.00
MARTIN LUTHER KING RECREATION CENTER	per hour	
Activity Room		
During Operation		$25.00
After Hours		$35.00
Deposit		$100.00
Activity Rm/with Gameroom	per hour	
During Operation		$35.00
After Hours		$70.00
Deposit		$300.00
Auditorium	per hour	
During Operation		$50.00
After Hours		$75.00
Deposit No Alcohol		$500.00
Deposit Alcohol		$750.00
Gymnasium	per hour	
Sporting Events ONLY		
During Operation		$25.00
After Hours		$50.00
Deposit		$200.00
Training Room	per hour	
Sporting Events ONLY		

Exhibit C

Recreation

	Fee
During Operation	$50.00
After Hours	$75.00
Deposit	$1,000.00
Daily	$1.00
Monthly Membership	$15.00
MLK Volleyball Net Setup Fee	$15.00
MOVIE SCREEN	
Deposit	$1,000.00
Fee	$500.00
BUBBLE SOCCER AT MLK Gym Only	
Deposit	$300.00
During Hrs	$100.00
After Hours	$125.00
Bubble Soccer at MLK Gym/Activity Rm	
Deposit	$300.00
During Hrs	$125.00
After Hours	$135.00
BUBBLE SOCCER AT MLK Gym/Act Rm/Game Rm	
Deposit	$300.00
During Hrs	Not Avaliable
After Hours	$170.00
BUBBLE SOCCER NOT @MLK	
Deposit	$500.00
Fee Per Hr (must be 2 hour rental)	$200.00
AUXILIARY FIELDS	
Per Hour	$50.00
Tournament (per game)	$30.00
Deposit	$100.00
Tournament Deposit ($125 non refundable)	$250.00
Field Marking	$75.00
Lights for Practice field (per field per hour)	$25.00

Exhibit D

Health and Senior Services

	Fee
Environmental Section	
Mobile Food Vendor	
Mobile Food Vendor	$175.00
Mobile Food (Seasonal)	$105.00
Temporary Permit	$70.00
Food Services Establishments	
1 thru 5 employees	$150.00
6 thru 10 employees	$200.00
11 or more employees	$250.00
Deli/Meat Market/Bakery	$75.00
Farmers Market	$50.00
Retail Food Store	
1 thru 5 employees	$150.00
6 thru 10 employees	$200.00
11 or more employees	$250.00
Temporary Permit	$70.00
Child Care Programs	
Day Care	$100.00
Foster Care	$50.00
Child Care Program for after School	$50.00
Swimming Pool, Spa, or Water Feature Permit	
Swimming Pool or Spa Permit	$100.00
Water Feature Permit	$100.00
Non-Profit Yearly	$30.00
Non-Profit Temporary	$30.00
Re-inspection (When Establishment is shut down)	$75.00
Septic System Inspections	
Septic System Residential	$150.00
Septic System Commercial	$210.00
Septic re-inspection (When fails initial inspection)	$50.00
Late Fee (When not paid by specified date)	25% of Permit Fee
Clinical Section	
Health Department Services	
DTaP	$45.00
Kinrix (DTaP & Polio)	$100.00
Pentacel (DTaP & Polio & Flu Type B)	$140.00
IPV (Polio)	$50.00
Pedi HEP A	$40.00
Pedi HEP B	$35.00
HIB (Flu Type B)	$40.00

Exhibit D

Health and Senior Services

	Fee
Vaxelis (DTaP, HIB, Polio & HEP B)	$150.00
Rototeq/Rotarix (Rotavirus)	$140.00
Proquad (MMR & Varicella)	$250.00
PCV 13 (Pneumococcal Conjugate)	$260.00
PPSV23 (Pneumococcal Conjugate)	$145.00
MMR	$90.00
Varicella	$150.00
TD (Tetanus & Diptheria)	$50.00
TDAP (Tetanus Diptheria and Pertussis)	$60.00
HPV 9	$240.00
MCV4 (Meningitis)	$150.00
Menqaudfi (Meningitis)	$200.00
Trumenba (Meningococcal Group B)	$140.00
Bexsero (Meningococcal Group B)	$130.00
Adult Hep A	$60.00
Adult Hep B	$65.00
Shingrix (Shingles)	$170.00
Infant flu	$25.00
Flu	$30.00
High Dose Flu	$65.00
Flublok	$60.00
Yellow Fever	$130.00
STD Testing	$10.00
HIV Testing	$10.00
STD Clinic Treatment	$10.00
STD Clinic Retreatment	$10.00
Pregnancy Test-Urine	$10.00
Pregnancy Test - Blood	$15.00
TB Test	$15.00
TB Clinic	$10.00
Administration Fees	
Insured	$25.00
TVFC 1=$10, 2=$20, >or= 3 = $30	
Refugee	$0.00
Medicaid/CHIP	$14.85
Medicare Flu or Pneumonia	$25.00

Exhibit E

Animal Services

	Fee
Adoption Fees	
Adoption Fees (includes micro chipping)	$35.00
Ducks, Rabbits, Other	$5.00
Humane Coalition Transfer Fee (with micro chipping) Range $17 to $25	$25.00
Animal Service Discount	$6.73
Impoundment Fees	
Impoundment - 1st Offense (altered)	$25.00
Impoundment - 1st Offense (unaltered)	$100.00
Impoundment - 2nd Offense (altered)	$50.00
Impoundment - 2nd Offense (unaltered)	$100.00
Impoundment - 3rd+ Offense (altered)	$60.00
Impoundment - 3rd+ Offense (unaltered)	$100.00
Livestock Impoundment	$100.00
Boarding & Quarantine	
Boarding (per day)	$6.00
Quarantine Fees ($8/day for 10 days)	$8.00
Home Quarantine Fees ($3/day for 10 days)	$30.00
Pick-up Fees	
Pickup Fee - Owner release	$15.00
Pickup Fee - Deceased	$10.00
Pickup Fee - Dead Small Livestock	$25.00
Pickup Fee- Deceased Livestock	$75.00
Transfer to Vet Fee	$15.00
Rabies Specimen Prep Fee	$15.00
Rabies Specimen Shipping	$45.00
Microchipping	
Microchips	$15.00
Pet Services	
Flea/Tick Dip	$15.00
Euthanasia	
Euthanasia	$15.00
Pet Licenses	
Pet License (yearly) ($7 reg, $10 Spec Event)	$7 or $10
Pet License (replacement)	$1.00
Wild Animal Permit	$25.00
Dangerous Dog Yearly Registration	$50.00
Off Leash Training Permit	$5.00
Pigeons	
Loft Permit for Pigeons	$3.00
Renewal of Loft Permit	$2.00

Exhibit F

Golf Course

	Fee
Green Fee - Weekday	$20.25
Green Fee - Weekdays after 4:00	$11.25
Green Fee - Weekend	$25.25
Green Fee - Weekend after 4:00	$15.00
Weekend AM - 9 Holes	$14.00
Green Fee - Senior	$15.25
Green Fee - Junior	$9.50
Cart Fee (90%)	$12.75

Exhibit G

Planning

	Fee
Preliminary Plat Application	
Sketch Plan Application (1st review)	$225.00
Sketch Plan Application (2nd review)	$100.00
Preliminary Plat Application (up to 50 acres)	$350.00
Preliminary Plat Application (over 50 acres)	$500.00
Final Plat Application	
Standard Plat or Residential Up to 50 acres	$350.00
Standard Plat or Residential over 50 acres Max	$500.00
Administrative Plat	$250.00
Digital File Conversion Fee	$50.00
Recording Fees- Plats up to 18"x24"	$61.00
Recording Fees- Plats over 18"x24"	$81.00
Related Documents	$26.00
Replat	
Replat with Public Hearing	$250.00
Replat without Public Hearing	$250.00
Annexation/Zone Change Application	
Standard Zone Change	$500.00
Planned District Zone Change	$650.00
Multiple PD Proposal Basic	$550.00
Multiple PD Proposal Per Additional District	$100.00
Additional PD Regulations	$75.00
Site Plan in PDF Format for City Council	$50.00
Application Fee	$500.00
Zoning Board of Appeal Fee	$600.00
Special Exception Application Fee	$500.00
Oil and Gas	
Application for Oil and Gas Permit	$4,000.00
Credit Access Businesses	
Application Fee	$50.00
Specific Use Permit (SUP) / Specific Use Designation (SUD)	
Application for SUP/SUD with Term for Alcoholic Beverage	$300.00
Application for General SUP/SUD	$400.00
Renewal SUP/SUD	$75.00
Temporary Mobile Home	
Special Temporary Permit for Manufactured Home App (Based on Genuine Hardship Condition)	$50.00
Special Temporary Permit for Manufactured Home App (For Occupancy by a Caretaker, Manager, or Guard)	$100.00
Temporary Land Use	
Application Fee	$300.00
For each additional event date	$25.00
Clean-Up Deposit	$500.00

Exhibit G

Planning

		Fee
	Damage Deposit	$500.00
	Outside sale of dogs	$20.00
Site Plan Review		
	Single PD Amendment	$550.00
	Multiple PD Amendment	$650.00
Dedications		
	Review Fee	$400.00
Vacation		
	Application Fee	$400.00
Creation of a Building Site		
	Application Fee	$400.00
Master Sign Plan		
	Application Fee	$300.00
Traffic Impact		
	Traffic Impact (Staff Study)	$350.00
	Traffic Impact (Review of Submittal)	$600.00
Portable Storage Containers		
Freight or Portable storage cont.- permit fee		$125.00
	Each add'l on same property	$25.00
90- day permit fee for storage container		$150.00
	Each add'l container	$25.00
45- day permit fee for storage container		$125.00
	Each add'l container	$25.00
30 day permit fee for storage container		$75.00
Certificate of occupancy and compliance		
Certificate of occupancy and compliance		$10.00

Exhibit H

Code Enforcement

	Fee
Building Permits	
Construction Permit Fee	31.5 cents per square foot
Sidewalk/ROW Residential (No building permit)	$50.00
Sidewalk/ROW Commercial (No building permit)	$200.00
Street Improvement Fee	23 cents per square foot
Fence Fee	$50.00
Manufactured Home	$200.00
Manufactured Home Skirting Deposit	$100.00
Moving Fee	$200.00
Non-Profit Residential	$150.00
Temporary Structure	$100.00
Detached Assessory (120Sq.ft or less)	$50.00
Detached Assessory (120Sq.ft to 200 sq.ft.)	$100.00
Demolition Permits	
Commercial Demo Fee - Building	$500.00
Commerical Demo Fee - Interior	$100.00
Residential or Accessory Bldg	$50.00
Temporary Sign Permits	
Permanent Sign Permits	$50.00
Temporary sign annual permit fee	$50.00
Failure to remove sign- hauling fee	$50.00
Failure to remove sign- daily storage fee	$10.00
Oil & Gas Drilling Permits	
Amendment Fee	$1,000.00
Certification Fee & Inspection	$300.00
Oil & Gas Application Fee	$4,000.00
Well Tranfer Fee	$500.00
***TX State HB-40 recognizes Ordinance 8769 including fees and may not be amended**	
Mobile Home Park Licenses	
Mobile Home Park Licenses	$25.00 plus $1 ea/addl
Certificate of Occupancy	
Certificate of Occupancy	$50.00
Lot Deposits	
Clearing Deposits (Floor & Foundation) Commercial	$2,000.00
Clearing Deposits (Floor & Foundation) Residential	$600.00
Clearing Deposits (Rubbish, Litter, Lot)	$200.00
Clearing Deposit (Accessory Bldg, Debris, Material	$200.00
Lot Clearing	
Administrative Fee	$100.00
Tree Removal	$70.00
Debris Charge	$110 per ton

Exhibit H

Code Enforcement

	Fee
Mow Vacant Lot	$0.05 per sq. yd.
Mow Lot with Structure	$0.055 per sq. yd.
Mow Acreage	$70 per acre
Mowing Fee	$0.10 per sq. yd.
Special Project	$165.00
Minimum Lot Charge	$45.00
Tires	Reimbursemt+$2.00/tire
Electrical Fees	
Minimum Fee	$50.00
Temporary Service	$50.00
Temporary Construction Pole	$50.00
Parking Lot Wiring	$50.00
Building Wiring	$0.05 per sq.ft
Service Change	$50.00
Sign Electrical Fee	$50.00
Electrical Fixture Fee (for first, $1.00 each after)	$15.00
Mobile Home Rewiring ($5 for each add'l)	$50.00
Clearance for Elec Connect/Disconnect Residential	$50.00
Reinspection (Red Tag)	$50.00
Mechanical Fees (when not part of bldg.permit)	
Minimum Fee	$50.00
Inspection for Heating, AC,Venting,Ductwork,Fridge ($5 for each add'l inspection)	$50.00
Fire Extinguishing Permit	$50.00
Boiler Inspections (33K to 1165 BTU)	$50.00
Boiler Inspections (1165K to 3300 BTU)	$50.00
Boiler Inspections (over 3300 BTU)	$50.00
Reinspection (Red Tag)	$50.00
Gas Fees (when not part of bldg.permit)	
Minimum Fee	$50.00
Floor Furnace, Boiler	$50.00
Vented Recessed Heater	$50.00
Gas line service	$50.00
Vented Appliance ($10 each add'l)	$50.00
Temporary Connection	$50.00
Reinspection (Red Tag)	$50.00
Plumbing Fees (when not part of bldg.permit)	
Minimum Fee	$50.00
Furnace, unit or wall heater ($10 each add'l)	$50.00
Water heater ($10 each add'l)	$50.00
Water softener	$50.00
Lawn Sprinkler	$50.00

Exhibit H

Code Enforcement

	Fee
Water Line Service	$50.00
Sewer Line Service	$50.00
Replumb Bldg	$0.05 Sq. Ft.
Fire Sprinker	$0.05 Sq. Ft.
Backflow Assembly Device ($10 each add'l)	$50.00
Reinspection (Red Tag)	$30.00
Vendor Permit	
Vendor Permit	$100.00
Water Well Fee	
Drill new well	$50.00
Reinspection Fee	
Reinspection (All Permits)	$100.00
Application to Board of Appeals	
Application	$200.00
Public Ways and Property	
House moving permit fee	$25.00
Network Nodes-5 in same application	$500.00
Each additional node in application	$250.00
Node Support Pole Application	$1,000.00
Fee to attach network node to public ROW pole	$20.00

Exhibit I

Engineering

	Fee
Traffic	
Street Name and Traffic Control Sign Fee	$500/intersection
Right of Way Use Permit Fee	$350.00

Exhibit J

Water & Sewer Fees

	Fee (as of July 1, 2020)
Water Rates Inside City:	
Base Rate for All Except Apartments for First 2,000 gallons	$21.61
Base Rate for Apartments per Unit for first 2,000 gallons per Unit	$17.60
Rate per 1,000 gallons over base of 2,000 up to 10,000	$6.11
Rate per 1,000 gallons from 10,001 up to 25,000	$8.03
Rate per 1,000 gallons from 25,001 up to 50,000	$10.80
Irrigation)	$13.50
Sewer Rates Inside City:	
All Customers Base Rate (First 2,000 gallons)	$21.79
All Customers Rate per 1,000 after Base Rate	$0.88
Water Rates Outside City:	
Base Rate for All Except Apartments for First 2,000 gallons	$32.42
Base Rate for Apartments per Unit for first 2,000 gallons per Unit	$26.40
Rate per 1,000 gallons over base of 2,000 up to 10,000	$9.17
Rate per 1,000 gallons from 10,001 up to 25,000	$12.05
Rate per 1,000 gallons from 25,001 up to 50,000	$16.20
Irrigation)	$20.25
Sewer Rates Outside City:	
Residential Base Rate (First 2,000 gallons)	$32.69
Residential Rate per 1,000 after Base Rate	$1.32
Miscellaneous:	
Septage waste hauler discharges and fees (per gallon)	$0.30

Exhibit K

Customer Service/Utility Billing

	Fee
Account Billing	
Residential Utility Deposit	$75.00
Re-read of Water Meter (2nd time)	$25.00
Test of Water Meter (2nd time)	$25.00
Non-sufficient fund check	$30.00
Reconnect-Disconnect fee	$30.00
Application Fee	$20.00
Transfer Fee	$20.00
Tampering/Straight Fee (1st time)	$200.00
Tampering/Straight Fee (2nd time)	$300.00
Water Meters & Tap Fees	
3/4" water meter-with existing meter box	$40.00
1" water meter-with existing meter box	$100.00
1" water meter tap (no paving cut or meter installation)	$390.00
1" service charge for tap and meter with meter box	$425.00
2" water meter- with existing meter box	$240.00
2" water meter tap (no paving cut or meter installation)	$564.00
2" service charge for tap and meter with meter box	$710.00
3" water meter	$375.00
4" water meter	$375.00
4" sewer tap	$350.00
6" sewer tap	$400.00
Replacement sewer tap (per line)	$300.00
Fee to abandon line for replacement	$150.00
Paving cut/Boring & Casing Fee	$400.00
Fire hydrant meter setting or moving	$200.00
Fire Hydrant meter deposit setting	$2,400.00
Drinking Water Testing- Total Coliform (Presence or absence)	$18.00
Non-Potable H2O testing- Total Coliform & E.Coli (MPN)	$25.00
Non-Potable H2O testing- Total Coliform & Fecal Coliform (MPN)	$25.00
Move a service line no more than 5 feet	$150.00

Exhibit L

Sanitation Fees

Inside City Limits

# of Containers	Number of pickups per week			
	2X	3X	4X	5X
Residential				
0.25	$18.45			
0.5	$36.90			
0.75	$55.35			
1	$73.80			
Commercial				
0.25	$24.68	$37.02	$49.36	$61.70
0.5	$49.36	$74.04	$98.72	$123.40
0.75	$74.04	$111.06	$148.08	$185.10
1	$98.70	$148.05	$197.40	$246.75
2	$187.53	$281.30	$375.06	$468.83
3	$276.36	$414.54	$552.72	$690.90
4	$365.19	$547.79	$730.38	$912.98
5	$454.02	$681.03	$908.04	$1,135.05
6	$542.85	$814.28	$1,085.70	$1,357.13
7	$631.68	$947.52	$1,263.36	$1,579.20
8	$720.51	$1,080.77	$1,441.02	$1,801.28
9	$809.34	$1,214.01	$1,618.68	$2,023.35
10	$898.17	$1,347.26	$1,796.34	$2,245.43
11	$987.00	$1,480.50	$1,974.00	$2,467.50
12	$1,075.83	$1,613.75	$2,151.66	$2,689.58
13	$1,164.66	$1,746.99	$2,329.32	$2,911.65
14	$1,253.49	$1,880.24	$2,506.98	$3,133.73
15	$1,342.32	$2,013.48	$2,684.64	$3,355.80
16	$1,431.15	$2,146.73	$2,862.30	$3,577.88
17	$1,519.98	$2,279.97	$3,039.96	$3,799.95
18	$1,608.81	$2,413.22	$3,217.62	$4,022.03
19	$1,697.64	$2,546.46	$3,395.28	$4,244.10
20	$1,786.47	$2,679.71	$3,572.94	$4,466.18
21	$1,875.30	$2,812.95	$3,750.60	$4,688.25
22	$1,964.13	$2,946.20	$3,928.26	$4,910.33
23	$2,052.96	$3,079.44	$4,105.92	$5,132.40
24	$2,141.79	$3,212.69	$4,283.58	$5,354.48
25	$2,230.62	$3,345.93	$4,461.24	$5,576.55
Per Month				
Recycling fee	$0.50			
Litter Abatement Fee	$1.00			

Exhibit L

Sanitation Fees

Outside City Limits - Sanitation Fees

# of Containers	Number of pickups per week			
	2X	3X	4X	5X
Residential				
0.25	$27.68			
0.5	$55.36			
0.75	$83.04			
1	$110.72			
Commercial				
0.25	$37.02	$55.53	$74.04	$92.55
0.5	$74.04	$111.06	$148.08	$185.10
0.75	$111.06	$166.59	$222.12	$277.65
1	$148.05	$222.08	$296.10	$370.13
2	$281.30	$421.94	$562.59	$703.24
3	$414.54	$621.81	$829.08	$1,036.35
4	$547.79	$821.68	$1,095.57	$1,369.46
5	$681.03	$1,021.55	$1,362.06	$1,702.58
6	$814.28	$1,221.41	$1,628.55	$2,035.69
7	$947.52	$1,421.28	$1,895.04	$2,368.80
8	$1,080.77	$1,621.15	$2,161.53	$2,701.91
9	$1,214.01	$1,821.02	$2,428.02	$3,035.03
10	$1,347.26	$2,020.88	$2,694.51	$3,368.14
11	$1,480.50	$2,220.75	$2,961.00	$3,701.25
12	$1,613.75	$2,420.62	$3,227.49	$4,034.36
13	$1,746.99	$2,620.49	$3,493.98	$4,367.48
14	$1,880.24	$2,820.35	$3,760.47	$4,700.59
15	$2,013.48	$3,020.22	$4,026.96	$5,033.70
16	$2,446.73	$3,220.09	$4,293.45	$5,366.81
17	$2,279.97	$3,419.96	$4,559.94	$5,699.93
18	$2,413.22	$3,619.82	$4,826.43	$6,033.04
19	$2,546.46	$3,819.69	$5,092.92	$6,366.15
20	$2,679.71	$4,019.56	$5,359.41	$6,699.26
21	$2,812.96	$4,219.43	$5,625.90	$7,032.38
22	$2,946.20	$4,419.29	$5,892.39	$7,365.49
23	$3,079.44	$4,619.16	$6,158.88	$7,698.60
24	$3,212.69	$4,819.03	$6,425.37	$8,031.71
25	$3,345.93	$5,018.90	$6,691.86	$8,364.83

Exhibit L

Sanitation Fees

Open Top/Compactor Fees	
One-time set up fee (Delivery fee)	$33.15 + Tax
Daily Rental	$6.63 + Tax
Haul Charge	$165.81 + Tax
Per Ton Disposal Fee (Landfill Charge)	$34.93 per

Removal of Garbage by Other Entity	
Garbage Hauler's Permit	$500.00

Landfill- Dumping and Unloading Charges	
Landfill Access Fee-	$25.00
Unlimited Landfill Access Fee-year	$500.00
Minimum Fee under 1 Ton	$17.46
Per ton Disposal Fee	$34.93
Materials not contained	$15.00
Pull off Fee	$75.00
Special Waste/Minor or TDH permit	
Special Waste Fee- Per Ton	$69.86
Minimum Fee under 1 Ton	$34.92

(1) Pursuant to Section 8-6-24 (A), Code of Ordinances, all Landfill Charges referenced in this Subsectioin (A) shall increase by two percent on February 1, 2017, and each February 1 thereafter, Unless otherwise modified by the City Council.

Exhibit M

Airport

	Fee
Landing Fees (per 1000 pounds of gross landing weight)	$0.70
Air carrier fees (per 1000 pounds of gross landing weight)	$0.70
Public Aircraft parking – locally based aircraft (month)	$25.00
Public Aircraft parking – transient aircraft (day)	$1.50
Public Parking – CI (Covered)	
0-30 minutes	Free
31-60 minutes	$3.00
Every additional hour	$2.00
Maximum per 24-hour period	$15.00
Public Parking – P1 & P3 (Close-In)	
0-30 minutes	Free
31-60 minutes	$2.00
Every additional hour	$1.00
Maximum per 24-hour period	$12.00
Public Parking – P2 &P4 (Economy)	
0-30 minutes	Free
31-60 minutes	$2.00
Every additional hour	$1.00
Maximum per 24-hour period	$9.00
Public Parking – C2 (Remote Covered)	
0-30 minutes	Free
31-60 minutes	$2.00
Every additional hour	$1.00
Maximum per 24-hour period	$11.00
Public Parking – P5 (Remote Economy)	
0-30 minutes	Free
31-60 minutes	$2.00
Every additional hour	$1.00
Maximum per 24-hour period	$7.00
Ground Transportation Permits -per month, per vehicle	
Taxicab	$25.00
Buses	$25.00
Courtesy vehicles for off-aiport hotel	$25.00
Courtesy vehicles for off-aiport car rental (plus 10% airport revenue)	$25.00
Courtesy vehicles for off-aiport parking lot (plus 10% airport revenue)	$25.00
Employee Parking	
Annual Employee Parking media (prorated monthly)	$40.00

Exhibit M

Airport

	Fee
Special assessments	
1. Should any person upon driving a vehicle from the paid parking areas of the airport not be able to present an officially issued ticket indicating where that person's vehicle was parked and at what time, then the charge assessed for the parking of that vehicle shall be at least $12.00. In addition to that fee, there shall also be a fee assessed for the parking of that vehicle equal to the amount of the daily rate, times number of days, for the area in which that vehicle was parked as is indicated by the daily lot inventory taken by the airport administration.	
2. Whenever a person or an entity shall pay for the parking fees assessed by this Section with a check or draft, and that check or draft is dishonored, then there shall be an additional $25.00 assessed against that person or entity.	

Exhibit N

Sports Complex

	Fee
Grande Stadium - Football/Soccer Field-Events	
Schools that are Members of the Texas Association of Private and Parochial Schools	$500.00
Up to 3A Schools	$500.00
4A and 5A	$1,500.00
Per 5000+ attendees after	$500.00
Security Bank Ballpark - Baseball Field	
Baseball Events-Flat Rate	$500.00
Grande Stadium - Stadium Rental	
Non-profits Deposit	$500.00
Non-profits Daily Rate	$1,000.00
Commercial Deposit	$1,000.00
Commercial Daily Rate vs. 1.5% of gross gate receipts	$1,500.00
SSC - Parking Lot Rental	
Multiple Day Events- Deposit	$1,000.00
Multiple Day Events- Daily Rate	$1,000.00
Light Use- Single Day- Deposit	$500.00
Light Use- Single Day- Daily Rate	$500.00
SSC - Auxiliary Fields	
Field Per Hour	$50.00
Lights Per Hour	$25.00
Deposit	$100.00
Auxiliary Fields - Tournament Fee Per Game (Includes Lights)	
Game	$30.00
Depost/Clean Up Fee (per day per field. Half deposit is refundable is field is left in good condition)	$250.00
Field Alteration (per field)	$75.00

Exhibit O

Miscellaneous

	Fee
Court Fees	
Municipal Court Building Security Fee	$3.00
Municipal Court Technology Fee	$4.00
Municipal Court Copy Fee	$1.00 per page
Business Regulations	
Closing out sale license fees - 30 days	$100.00
Closing out sale license fees - 60 days	$125.00
Closing out sale license fees - 90 days	$150.00
Peddler license	$4.00
Mobile Home/Travel Trailer Park App Fee	$10.00
Mobile Home/Travel Trailer Park License	$25 plus $1 ea.space
Mobile Home Mini Park location app	$10.00
Mobile Home Mini Park revised site plan	$10.00
City Chauffeur's license app fee	$25.00
Airport Cabstand Permit fee (per month)	$25.00
Special police officer license fee (individual)	$10.00
Special police officer license fee (firm)	$50.00
Carnival operator's license	$50.00
Carnival employee's license	$6.00
Side walk sale application fee	$4.00
Police Regulations	
Ambulance Services- Basic Life Support	$650 + $10 per mile
Ambulance Services- Advanced Life Support	$750 + $10 per mile
Ambulance Services- Advanced Level II	$850 + $10 per mile
Ambulance Waiting Charge	$200 per hour
Ambulance Service- Outside Midland County	$100.00
Food Truck Fire Inspection	$50 per inspection annually
Alarm Permit Application Fee-Commercial	$25.00
Alarm Permit Application Fee-Residential	$20.00
Alarm Permit Renewal Fee -Commercial	$20.00
Alarm Permit Renewal Fee - Residential	$15.00
Alarm Permit Service fee	$50.00
Franchises	
Telecomm Carrier on public ROW Reg. Fee-	$25.00
Franchise application and review fee	$500.00
Franchise renewal application and review fee	$500.00

Pricing Comparison Worksheet Cities - Residential

Twice Per Week Collection Municipalities

	City of Odessa	City of Abilene	City of Big Spring	City of Midland	City of Midland
Address	1100 W 42nd st Odessa Tx	149 Gann St Abilene, TX	301 Nolan St Big Spring, TX	**Current Rates**	**Proposed Rates**
Date & Time of tour	8 AM- 5PM	8 AM- 5PM	8 AM- 5PM		
Phone #	432-368-3510	325-676-6053	432-264-2501		
Email address	sw@odessa-tx.gov				
Rollout Carts					
Single Family	$20.94 + tax	$18.11 + tax	$19.10+ tax	$16.45 + tax	$18.45 + tax
Multi family					
			One time per week Collection		
Environmental charge		$1.80	$1.25		
Litter Fee				$1.00	$1.00
Recycle				$0.50	$0.50
Commercial					
3 yd	$81.22 + tax	$66.02 + tax			
4 yd	$108.27 + tax	$90.73 + tax		$65.80 + tax	$98.70 + tax
Rental OT					
30 yd	$5.80 daily + tax	$3.47 + tax		$5.30 daily + tax	$6.63 daily + tax
Monthly					
Set fee/ 10 day	$58.00 + tax	$46.45		$26.52 + tax	$33.15 + tax
Pull charge	$207.19 + tax	$200 + tax		$132.65 + tax	$165.81 + tax
Landfill tonnage	$30.40/ ton	$28.89/ton	$46.00/ton	$34.24/Ton	$34.93/ton
State fee	$1.25/ton				
Overweight fee	$149.17				

Pricing Comparison - Private Collection Companies - Commercial

Twice Per Week Commercial Collection

	Basin Disposal	Republic Services	Y-BAR-A	City of Midland	City of Midland
Address	Odessa, TX	Midland, TX	Midland, TX	**Current Rates**	**Proposed Rates**
Date & Time of tour	8 AM- 5PM	8 AM- 5PM	8 AM- 5PM		
Phone #	432-332-3866	432-561-7600	432-212-0264		
3 yard Container To 4 Yard Container	$192.96 + tax	$173.25		$65.80 + tax	$98.70 + tax
Delivery Fee	$45.00	$269.26		$0.00	$0.00
Environmental charge		$63.11		$0.00	$0.00
Litter Fee				$1.00	$1.00
Recycle Fee				$0.50	$0.50
Rental OT					
30 yd	$5.50 daily + tax	$1,104 for 9 days	$5.00 daily + Tax	$5.30 daily + tax	$6.63 daily + tax
Weekly		$60/Ton over 5 tons			
Set fee	$150.00	$17 per day over 9 days	$150.00	$26.52 + tax	$33.15 + tax
Pull charge	$200.00		$150.00	$132.65 + tax	$165.81 + tax
Environmental/Fuel	$144.00				
Landfill tonnage	$60		$31.00/Ton Midland	$34.24/Ton	$34.93/ton
State fee			$51.00/Ton Odessa		
Overweight fee					
plus applicable tax					

City Council Meeting

Item Number: **37**

Meeting Date: **September 14, 2021**

To: **City Council / City Manager**

From: **Ron Jenkins, Oil and Gas Coordinator**

Subject: **The proposed granting of oil and gas well permits to Permian Deep Rock Oil Co., LLC for the drilling of the following oil and gas wells: Chaparral H110UH and Knight H140UH; said wells being generally located between 717 feet and 703 feet east of North A Street extension and between 1,922 feet and 1,909 feet south of West Loop 250 N. (DISTRICT 3) (DEVELOPMENT SERVICES)**

Purpose:

The proposed granting of oil and gas well permit to Permian Deep Rock Oil Co., LLC for the drilling of the following oil and gas wells: Chaparral H110UH and Knight H140UH; said wells being generally located between 717 feet and 703 feet east of North A Street extension and between 1,922 feet and 1,909 feet south of W Loop 250 N. Council may consider this permit following a 30-day public comment period and at a regularly scheduled meeting. No notices of objection received.

Recommended City Council Action:

Directional / Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The Oil and Gas Advisory Committee has reviewed the well site in detail and recommends approval. Per the City agreement requirements, Permian Deep Rock will be using 24 ft. tall sound walls on all sides of location during drilling and fracing. In addition, a quiet frac system will be used for all wells and truck traffic will enter from turn out lane off of Big Spring and follow a row to well locations and then exit leaving on Smith Road and then left on Veterans Parkway.

A closed loop system will be used for drilling operations so no reserve pits or drillings will be on the property. A production tank battery will be located outside the city limits and transfer facility will be located on the North West corner of the actual well pad location. The wells permit approval will be dependent upon the operator having a council approved surface agreement and lease agreement with the City of Midland. Receiving support of the Oil & Gas Advisory Committee, Permian Deep Rock Oil is requesting the following variances:

(1) requests variance to residence or commercial structure within 500 feet.
Chaparral H110UH- Variance of 295 feet.
Knight H140UH- Variance 311 feet.
(2) requests to allow for twenty-four-hour fracing operations.
(3) requests variance for fence of the drill pad instead of individual well
(4) request a variance to the landscaping and irrigation to follow the Surface Agreement.
(5) requests variance to remove drill cuttings from the location per the Surface Agreement with the City of Midland.

Attachments: Applications; Location maps; Exhibit - Drill site maps, Exhibit – Flow Line Location;

Robert Patrick

City Manager's Office

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
7/01/2021	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. / Rep. Fax
Keith E. Bucy	500 W. Wall St. Ste 300 Midland, TX 79701	Rep. Tele. 432-682-6685 Rep. Fax 432-684-4519
Fee: $4,000.00 Rec'd Yes ✓ No___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):*** See Exhibit "A"

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

See Exhibit "A"

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** See Exhibit "B"

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1.

2.

3.

ATTACHED AS EXHIBIT C **is** List of subdivisions

See Exhibit "C"

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):
Surface use: Undeveloped Rangeland, service company yards and apartment complex
Surface ownership: Two residences, apartment complex and service company yards:

See Exhibit "D"

ATTACHED AS EXHIBIT D **is**

Current Tax Roll from Midland Central Appraisal District), **which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].**

ATTACHED AS EXHIBIT E **is a** ***(map/p lat/satellite/aerial photo)*** **depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The** ***(map/p lat/satellite/aerial photo)*** **includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

ATTACHED AS EXHIBIT F **is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Chaparral H110UH

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 1922' FNL & 703' FWL, Section 14
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

ATTACHED AS EXHIBIT G **is the Location Site Plan [See § J(9)].**

ATTACHED AS EXHIBIT H **is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

ATTACHED AS EXHIBIT I **is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments** ***(also file copy of W-1 with City Secretary before commencement of drilling operations).*** **[See § J(16) and (20)].**

ATTACHED AS EXHIBIT J **is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

ATTACHED AS EXHIBIT K (if applicable) **is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

ATTACHED AS EXHIBIT L **is the Fencing and Irrigation Plan. [See § J(30)].**

ATTACHED AS EXHIBIT M: **No city roads will be used**

ATTACHED AS EXHIBIT N **is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: None

(2) Operations: Oncor

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

See Exhibit "O"

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P **is the** *Letter of Credit/Certificate of Deposit* **in accordance with Subsection (K)(2). [See § J(18)].**

ATTACHED AS EXHIBIT Q **: Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by applicant are current. (See § J(29)**

ATTACHED AS EXHIBIT R **is the required Insurance Certificate. [See § J(19) and § K(3)].**

ATTACHED AS EXHIBIT S (if applicable) **is the Drainage Plan relating to Applicant's proposed operations. [See § J(21)].**

ATTACHED AS EXHIBIT T **is Applicant's Emergency Action Response Plan. [See § J(22)].**

ATTACHED AS EXHIBIT U **is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

Attached as Exhibit V: Applicants variances

Permian Deep Rock Oil Co. LLC
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

Keith E. Bucy , personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Lindsay Jonell Venerable
Notary Public, State of Texas

LINDSAY JONELL VENERABLE
Notary ID #128754089
My Commission Expires
September 29, 2023

SEAL

NOTES:

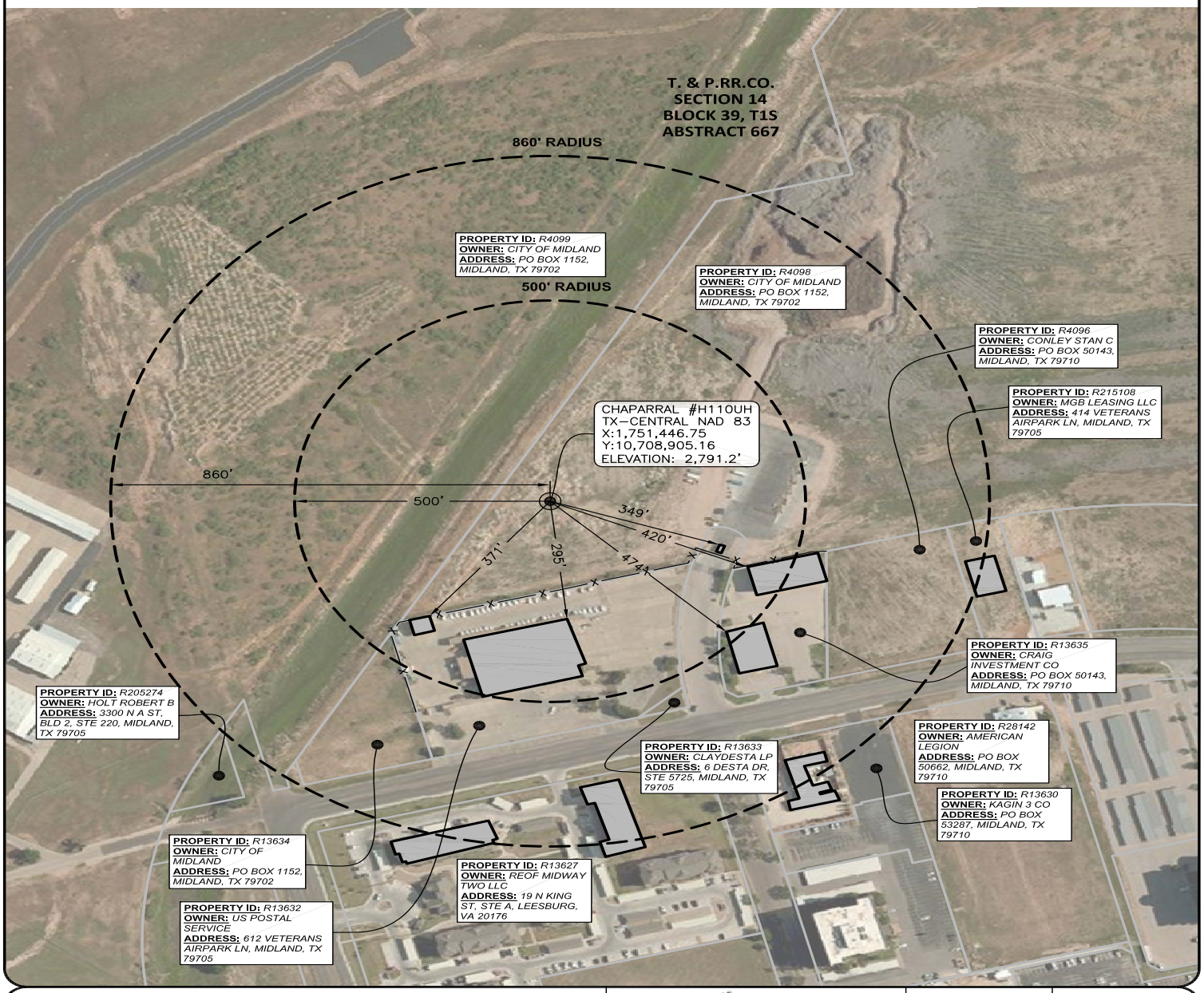
1. ORIGINAL DOCUMENT SIZE: 8.5" X 14"
2. THIS EXHIBIT WAS CREATED FOR THE SOLE PURPOSE OF FILING A PERMIT WITH THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS. THIS IS NOT A "BOUNDARY SURVEY".
3. THE PROPOSED WELL LOCATION WAS SURVEYED ON 07-16-2019

STATE OF TEXAS
REGISTERED
JERRY D. WILKIE JR.
4724
PROFESSIONAL
LAND SURVEYOR

06/24/21

JERRY D. WILKIE, JR.
REGISTERED PROFESSIONAL
LAND SURVEYOR
TEXAS REGISTRATION NO. 4724

N
W E
S
0' 150' 300'



WARNING: PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. USE TEXAS ONE CALL SYSTEM BEFORE EXCAVATION ON PROPERTY.

WELL RADIUS

PROPOSED CHAPARRAL #H110UH
T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39, T1S,
ABSTRACT 667, CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS
WELL SECTION LINE TIES: 703' FSWL & 1,922' FNWL

NOTES:
1. SURVEY RECONSTRUCTION FILED IN THE OFFICE OF ATWELL, LLC.
2. ALL BEARING AND GRID COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF NAD 83, CENTRAL ZONE.
3. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.

PERMIAN DEEP ROCK OIL COMPANY

ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

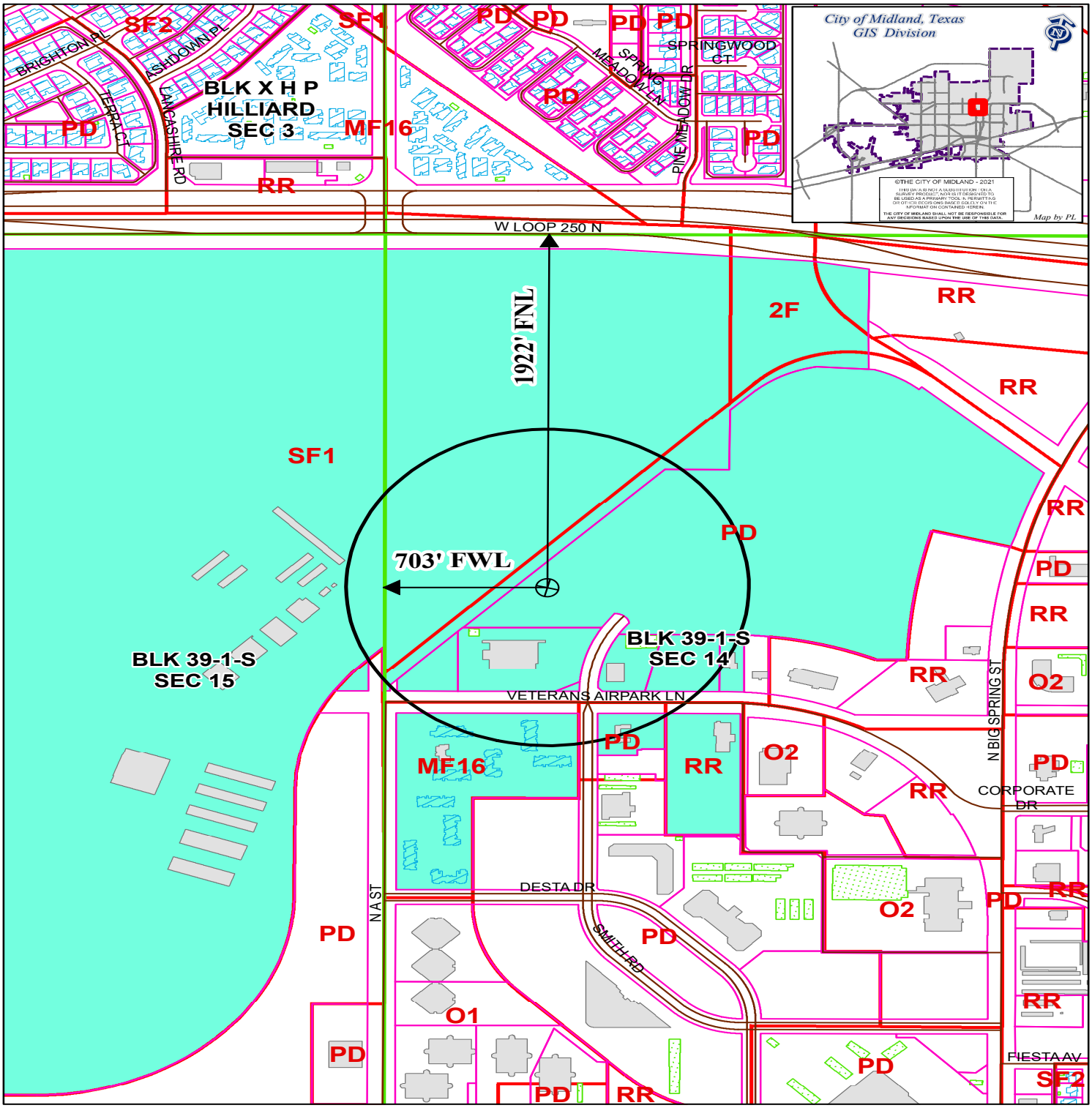
DRAWN	JG	DATE	08-05-19
CHECKED	DC	DATE	08-05-19
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4

REV#	DATE	DESC.
1	8/15/19	PROPERTY I.D.'S
2	11/07/19	WELL NAME CHANGED

JOB NAME CHAPARRAL #H110UH
JOB NO. 19002229

DRAFTED 37.7 September 14, 2021

Date: Jun 24, 2021, 4:06pm User ID: dcastillo
File: K:\19002229-Arrington Oil & Gas-ClaDesta Prospect\DWG\Plan Sets\Plat-Tentative Prelim\CAD 83\WEST PAD\CHAPARRAL #H110UH-WEST PAD\EXHIBIT E\19002229-EXHIBIT E-CHAPARRAL #H110UH-NAD 83-REV 5.dwg



LOCATION AND ZONING MAP

Oil - 036195 - 2021 **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,922' FNL and 703' FWL, Section 14, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 703 feet east of North A Street extension and 1,922 feet south of W Loop 250 N.

Chaparral H110UH

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
RE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
SF1, SF2, 1F3	ONE-FAMILY DWELLING	CR	COMMUNITY RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
7/01/2021	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Keith E. Bucy	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
Fee: $4,000.00 Rec'd Yes ✓ No___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):*** See Exhibit "A"

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

See Exhibit "A"

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** See Exhibit "B"

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1.

2.

3.

ATTACHED AS EXHIBIT C **is** List of subdivisions

See Exhibit "C"

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):
Surface use: Undeveloped Rangeland, service company yards and apartment complex
Surface ownership: Two residences, apartment complex and service company yards:

See Exhibit "D"

ATTACHED AS EXHIBIT D **is**

Current Tax Roll from Midland Central Appraisal District), **which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].**

ATTACHED AS EXHIBIT E **is a** ***(map/p lat/satellite/aerial photo)*** **depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The** ***(map/p lat/satellite/aerial photo)*** **includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

ATTACHED AS EXHIBIT F **is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Knight H140UH

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 1909' FNL & 717' FWL, Section 14
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

ATTACHED AS EXHIBIT G **is the Location Site Plan [See § J(9)].**

ATTACHED AS EXHIBIT H **is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

ATTACHED AS EXHIBIT I **is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments** ***(also file copy of W-1 with City Secretary before commencement of drilling operations).*** **[See § J(16) and (20)].**

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ATTACHED AS EXHIBIT K (if applicable) **is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

ATTACHED AS EXHIBIT L **is the Fencing and Irrigation Plan. [See § J(30)].**

ATTACHED AS EXHIBIT M: **No city roads will be used**

ATTACHED AS EXHIBIT N **is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: None

(2) Operations: Oncor

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

See Exhibit "O"

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P **is the** *Letter of Credit/Certificate of Deposit* **in accordance with Subsection (K)(2). [See § J(18)].**

ATTACHED AS EXHIBIT Q **: Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by applicant are current. (See § J(29)**

ATTACHED AS EXHIBIT R **is the required Insurance Certificate. [See § J(19) and § K(3)].**

ATTACHED AS EXHIBIT S (if applicable) **is the Drainage Plan relating to Applicant's proposed operations. [See § J(21)].**

ATTACHED AS EXHIBIT T **is Applicant's Emergency Action Response Plan. [See § J(22)].**

ATTACHED AS EXHIBIT U **is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

Attached as Exhibit V: Applicants variances

Permian Deep Rock Oil Co. LLC
[NAME OF COMPANY]

By _____
Its General Manager

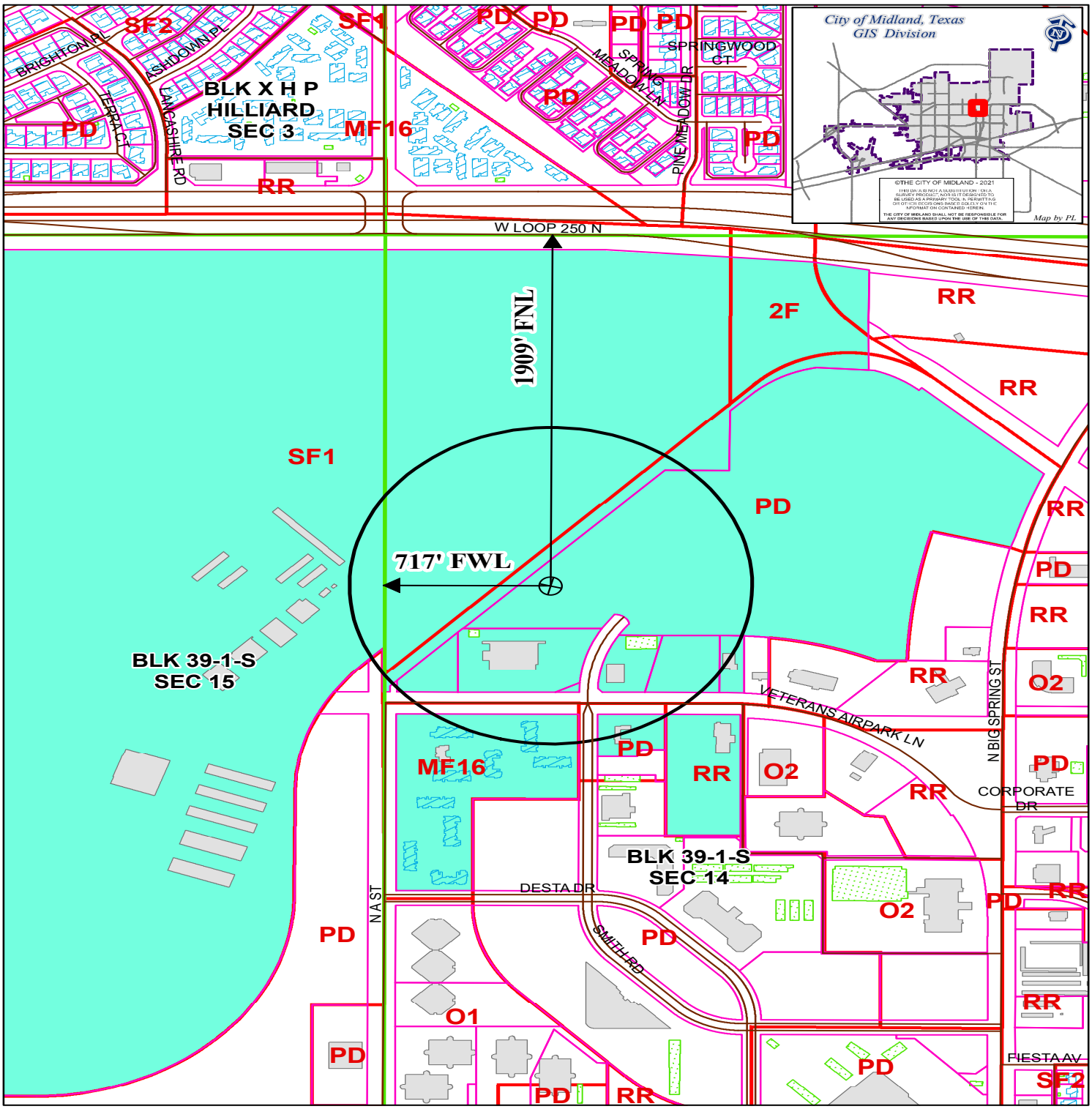
State of Texas)

County of Midland)

Keith E. Bucy , personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Lindsay Jonell Venerable
Notary Public, State of Texas

LINDSAY JONELL VENERABLE
Notary ID #128754089
My Commission Expires
September 29, 2023
[SEAL]



LOCATION AND ZONING MAP

Oil - 036194 - 2021 **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,909' FNL and 717' FWL, Section 14, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 717 feet east of North A Street extension and 1,909 feet south of W Loop 250 N.

Knight H140UH

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	O1, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
RR, SF1, SF2, 1F3	ONE-FAMILY DWELLING	RC1, RC2, RC3	LOW RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

NOTES:

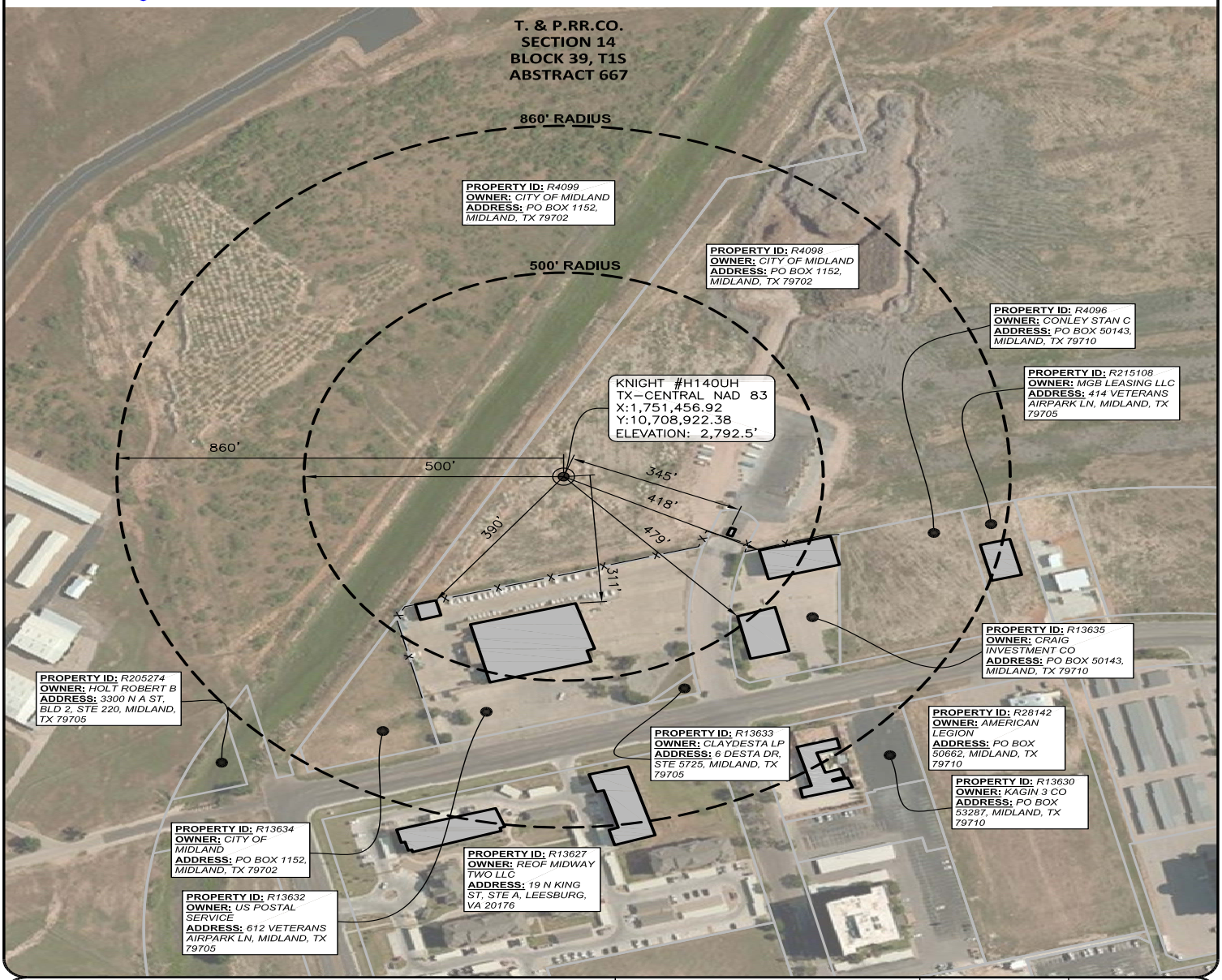
1. ORIGINAL DOCUMENT SIZE: 8.5" X 14"
2. THIS EXHIBIT WAS CREATED FOR THE SOLE PURPOSE OF FILING A PERMIT WITH THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS. THIS IS NOT A "BOUNDARY SURVEY".
3. THE PROPOSED WELL LOCATION WAS SURVEYED ON 07-16-2019

STATE OF TEXAS
REGISTERED
JERRY D. WILKIE JR.
4724
PROFESSIONAL
LAND SURVEYOR

06/24/21

JERRY D. WILKIE, JR.
REGISTERED PROFESSIONAL
LAND SURVEYOR
TEXAS REGISTRATION NO. 4724

N
W E
S
0' 150' 300'



WARNING: PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. USE TEXAS ONE CALL SYSTEM BEFORE EXCAVATION ON PROPERTY.

WELL RADIUS

PROPOSED KNIGHT #H140UH
T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39, T1S,
ABSTRACT 667, CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS
WELL SECTION LINE TIES: 717' FSWL & 1,909' FNWL

NOTES:
1. SURVEY RECONSTRUCTION FILED IN THE OFFICE OF ATWELL, LLC.
2. ALL BEARING AND GRID COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF NAD 83, CENTRAL ZONE.
3. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.

SCALE: 37.14

PERMIAN DEEP ROCK OIL COMPANY

ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

DRAWN	JG	DATE	08-05-19
CHECKED	DC	DATE	08-05-19
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4

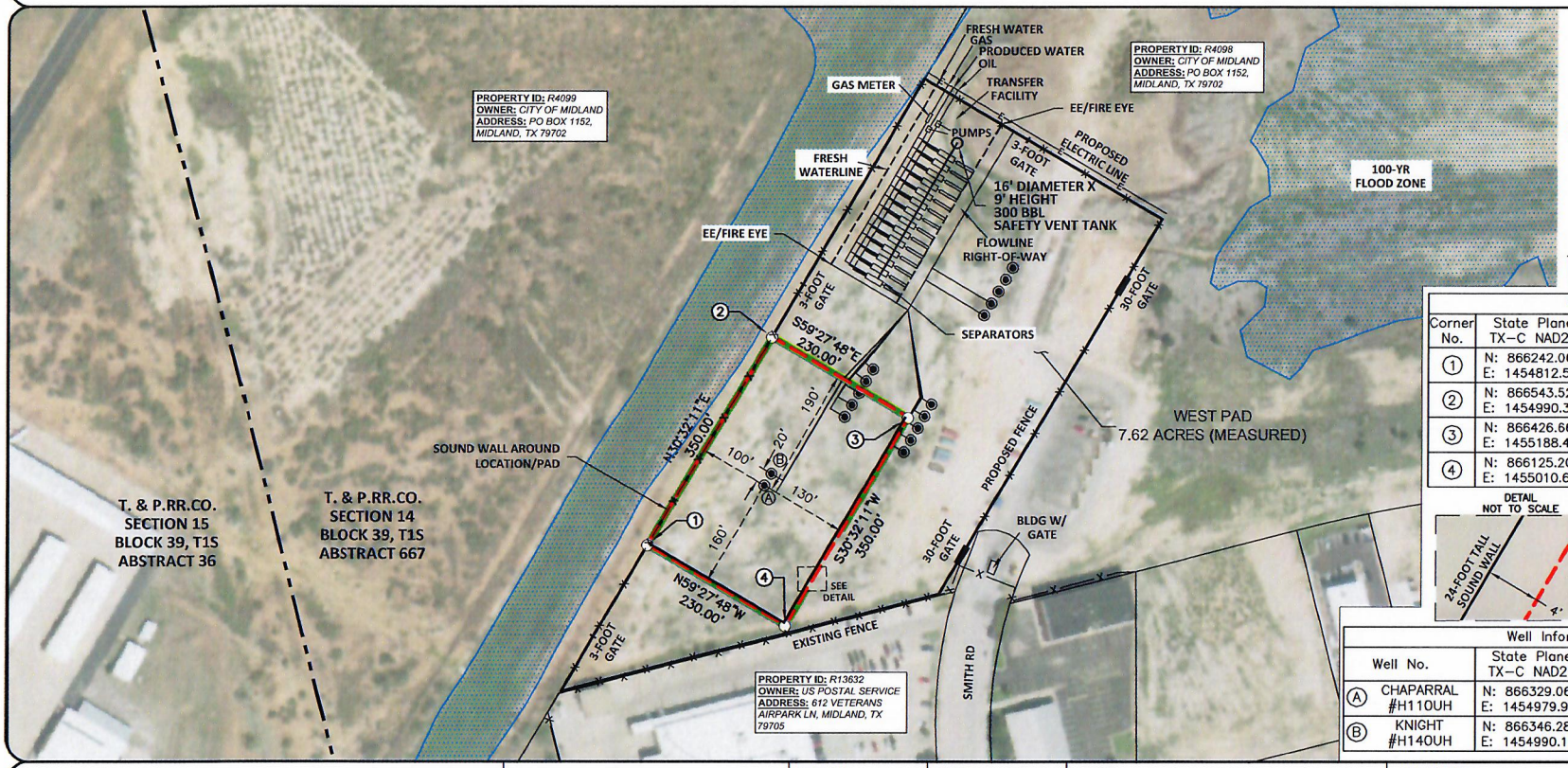
REV#	DATE	DESC.
1	8/15/19	PROPERTY I.D.'S
2	11/07/19	WELL NAME CHANGED

JOB NAME	KNIGHT #H140UH
JOB NO.	19002229

DATE: September 14, 2021

Date: Jun 24, 2021, 4:28pm User ID: malfaro
File: K:\19002229-Arrington Oil & Gas-ClaDesta Prospect\DWG\Plan Sets\Plat-Tentative Prelim\CAD 83\WEST PAD\KNIGHT #H140UH-WEST PAD\EXHIBIT E\19002229-EXHIBIT E-KNIGHT #H140UH-NAD 83-REV 2.dwg

MIDLAND COUNTY, TEXAS



STATE OF TEXAS REGISTERED JERRY D. WILKIE JR. 4724 PROFESSIONAL LAND SURVEYOR

08/18/21

JERRY D. WILKIE, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS REGISTRATION NO. 4724

September 14, 2021

Coordinates			
Corner No.	State Plane TX–C NAD27	Geographic NAD27	Elev:
①	N: 866242.06 E: 1454812.54	Lat: 32°02'11.45" Long: 102°05'33.23"	2,792.2'
②	N: 866543.52 E: 1454990.37	Lat: 32°02'14.46" Long: 102°05'31.22"	2,789.9'
③	N: 866426.66 E: 1455188.47	Lat: 32°02'13.33" Long: 102°05'28.90"	2,790.1'
④	N: 866125.20 E: 1455010.64	Lat: 32°02'10.32" Long: 102°05'30.91"	2,790.2'

DETAIL NOT TO SCALE

RED PAD =
TOTAL AREA OF WELL PAD
= 1.85 ACRES
= 80,500 SQ. FEET

Well Information			
Well No.	State Plane TX–C NAD27	Geographic NAD27	Elev:
Ⓐ CHAPARRAL #H110UH	N: 866329.06 E: 1454979.96	Lat: 32°02'12.33" Long: 102°05'31.31"	2,791.2'
Ⓑ KNIGHT #H140UH	N: 866346.28 E: 1454990.13	Lat: 32°02'12.51" Long: 102°05'31.19"	2,792.5'

EXHIBIT "G"

CHAPARRAL #H110UH & KNIGHT #H140UH
SITUATED IN
T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39, T1S, ABSTRACT 667 OF THE CITY MIDLAND, MIDLAND COUNTY, TEXAS.

REV.	DRAWING NAME
7	EXHIBIT "G"-WEST PAD

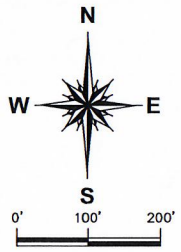
PERMIAN DEEP ROCK OIL COMPANY

ATWELL

DRAWN	JG	DATE	08/02/19
CHECKED	LF	DATE	08/02/19
APP'D	OM/DC	DATE	08/02/19
SCALE	1"=200'	PAGE	2 OF 3

REV#	DATE	DESC.
4/JG	12-03-19	ADD PRODUCTION FACILITY
5/JG	12-27-19	ADDED GATES & SOUND WALL
6/MA	06-30-21	UPDATED LABELS

JOB NO. 19002229



LEGEND

- PRODUCT LINE
- SOUND WALL
- SOUND WALL AROUND LOCATION/PAD
- PAD LINE
- SURFACE HOLE LOCATION

NOTES

1. ALL BEARINGS & DISTANCES SHOWN HEREON ARE GRID BASED UPON TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1927, US SURVEY FOOT, AS DERIVED FROM AN ON THE GROUND SURVEY PERFORMED BY ATWELL, LLC ON JULY 16, 2019.

PACKET 37.15

Date: Aug 18, 2021, 8:25am User ID: malfaro
File: K:\19002229–Arrington Oil & Gas–ClaDesta Prospect\DWG\Plan Sets\Plat–Tentative Prelim\CAD B3\WEST PAD\Exhibits\G\Rev7\19002229–EXHIBIT G–CHAPARRAL #H110UH_KNIGHT #H140UH–NAD 83.dwg

City Council Meeting

Item Number: 38

Meeting Date: September 14, 2021

To: City Council / City Manager

From: Ron Jenkins, Oil and Gas Coordinator

Subject: **The proposed granting of oil and gas well permits to Permian Deep Rock Oil Co., LLC for the drilling of the following oil and gas wells: Mustang 145 MIPA Unit H145LS; Mustang 155 MIPA Unit H155WA; Mustang 160 MIPA Unit H160LS; and Mustang 160 MIPA Unit H160WB; said wells being generally located between 1,181 feet and 892 feet west of Rankin Highway and between 627 feet and 600 feet south of West I-20. (DISTRICT 2) (DEVELOPMENT SERVICES)**

Purpose:

The proposed granting of oil and gas well permit to Permian Deep Rock Oil Co., LLC for the drilling of the oil and gas wells: Mustang 145 MIPA Unit H145LS; Mustang 155 MIPA Unit H155WA; Mustang 160 MIPA Unit H160LS; and Mustang 160 MIPA Unit H160WB; said wells being generally located between 1,181 feet and 892 feet west of Rankin Highway and between 627 feet and 600 feet south of West I-20. Council may consider this permit following a 30-day public comment period and at a regularly scheduled meeting. No notices of objection received.

Recommended City Council Action:

Directional / Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The Oil and Gas Advisory Committee has reviewed the well site in detail and recommends approval. A 16 ft. sound wall will be used during drilling and fracing operations being located on the South side of location. The operator has a surface agreement with the surface owner. Previous permits have been approved on this pad site. Receiving support of the Oil & Gas Advisory Committee, Permian Deep Rock Oil is requesting the following variances:

(1) Permian Deep Rock Oil Company requests variance to residence or commercial structure within 500 feet.
Mustang 145 MIPA Unit #H145LS- Variance of 226 feet.
Mustang 155 MIPA Unit #H155WA- Variance 345 feet.
Mustang 160 MIPA Unit #H160LS- Variance 366 feet.
Mustang 160 MIPA Unit #H160WB- Variance 388 feet.
(2) Permian Deep Rock Oil Company requests to allow for twenty-four-hour fracing operations.
(3) Permian Deep Rock Oil Company requests variance for fence of the drill pad instead of individual well
(4) Permian Deep Rock Oil Company requests a variance to the requirement of landscaping and irrigation since city water is not available.
(5) Permian Deep Rock Oil Company requests variance to the Road Repair Agreement due to no city streets will be used.

Attachments: Applications; Location maps; Exhibit - Drill site maps, Exhibit – Flow Line Location;

Robert Patrick

City Manager's Office

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
07/01/2021	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. / Rep. Fax
Keith E. Bucy	500 W. Wall St. Ste 300 Midland, TX 79701	Rep. Tele. 432-682-6685 Rep. Fax 432-684-4519
Fee: $4,000.00 Rec'd Yes ✓ No___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):*** See Exhibit "A"

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

See Exhibit "A"

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** See Exhibit "B"

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1.

2.

3.

ATTACHED AS EXHIBIT C **is** List of subdivisions

See Exhibit "C"

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):
Surface use: Undeveloped Rangeland, service company yards and apartment complex
Surface ownership: Two residences, apartment complex and service company yards:

See Exhibit "D"

ATTACHED AS EXHIBIT D **is**

Current Tax Roll from Midland Central Appraisal District), **which lists**

the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].

ATTACHED AS EXHIBIT E **is a** ***(map/p lat/satellite/aerial photo)*** **depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The** ***(map/p lat/satellite/aerial photo)*** **includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

ATTACHED AS EXHIBIT F **is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Mustang 145 MIPA Unit #H145LS Same location as previously permitted Mustang H155WA

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 270' FNL & 892' FEL, Section 10
Block 39, T-2-S, T&PRR Co. Survey, Midland County, Texas

ATTACHED AS EXHIBIT G **is the Location Site Plan [See § J(9)].**

ATTACHED AS EXHIBIT H **is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

ATTACHED AS EXHIBIT I **is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments** ***(also file copy of W-1 with City Secretary before commencement of drilling operations).*** **[See § J(16) and (20)].**

ATTACHED AS EXHIBIT J **is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

ATTACHED AS EXHIBIT K (if applicable) **is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

ATTACHED AS EXHIBIT L **is the Fencing and Irrigation Plan. [See § J(30)].**

ATTACHED AS EXHIBIT M: **No city roads will be used**

ATTACHED AS EXHIBIT N **is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: None

(2) Operations: Oncor

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

See Exhibit "O"

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P **is the** ***Letter of Credit/Certificate of Deposit*** **in accordance with Subsection (K)(2). [See § J(18)].**

ATTACHED AS EXHIBIT Q **: Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by applicant are current. (See § J(29)**

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Attached as Exhibit V: Applicants variances

Permian Deep Rock Oil Co. LLC
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

Keith E. Bucy , personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Lindsay Jonell Venerable
Notary Public, State of Texas

LINDSAY JONELL VENERABLE
Notary ID #128754089
My Commission Expires
September 29, 2023
SEAL

SCALE: 1" = 300'

0' 150' 300'

LEGEND

- SURVEY/SECTION LINE
- RADIUS LINE
- ROAD WAY
- X — FENCE LINE
- EXISTING PIPELINE
- OHE — OVERHEAD ELECTRIC
- SS — SANITARY SEWER
- STRUCTURES

SECTION 10, BLOCK 39, T-2-S
T. & P. RR. CO. SURVEY, A-670
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS
SHOWING STRUCTURES WITHIN 500' RADIUS
AND PROPERTY OWNERS WITHIN 860' RADIUS
FOR PROPOSED **MUSTANG 145 MIPA UNIT H145LS**
270' FNWL & 892' FNEL

PERMIAN DEEP ROCK OIL CO., L.L.C.

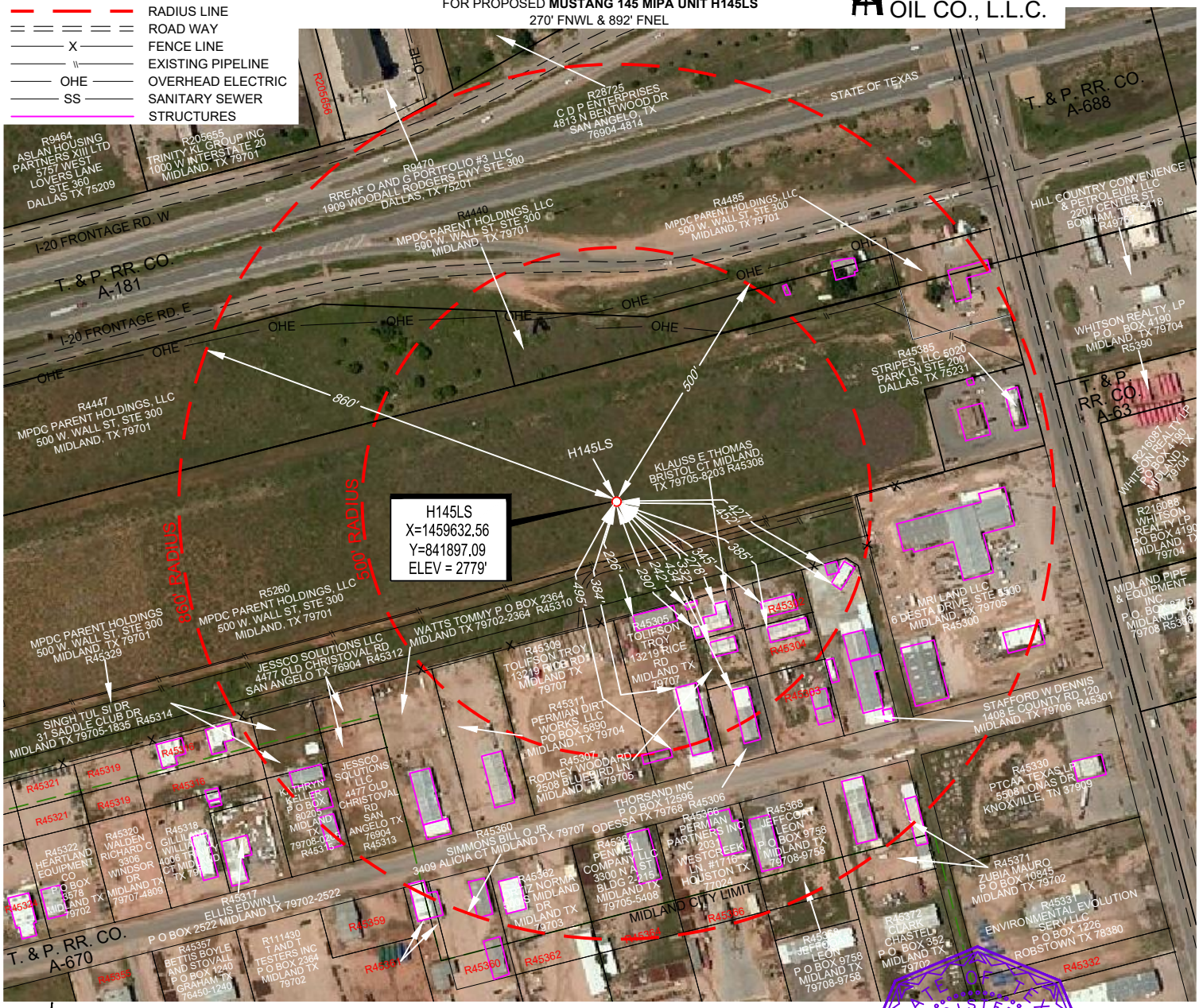
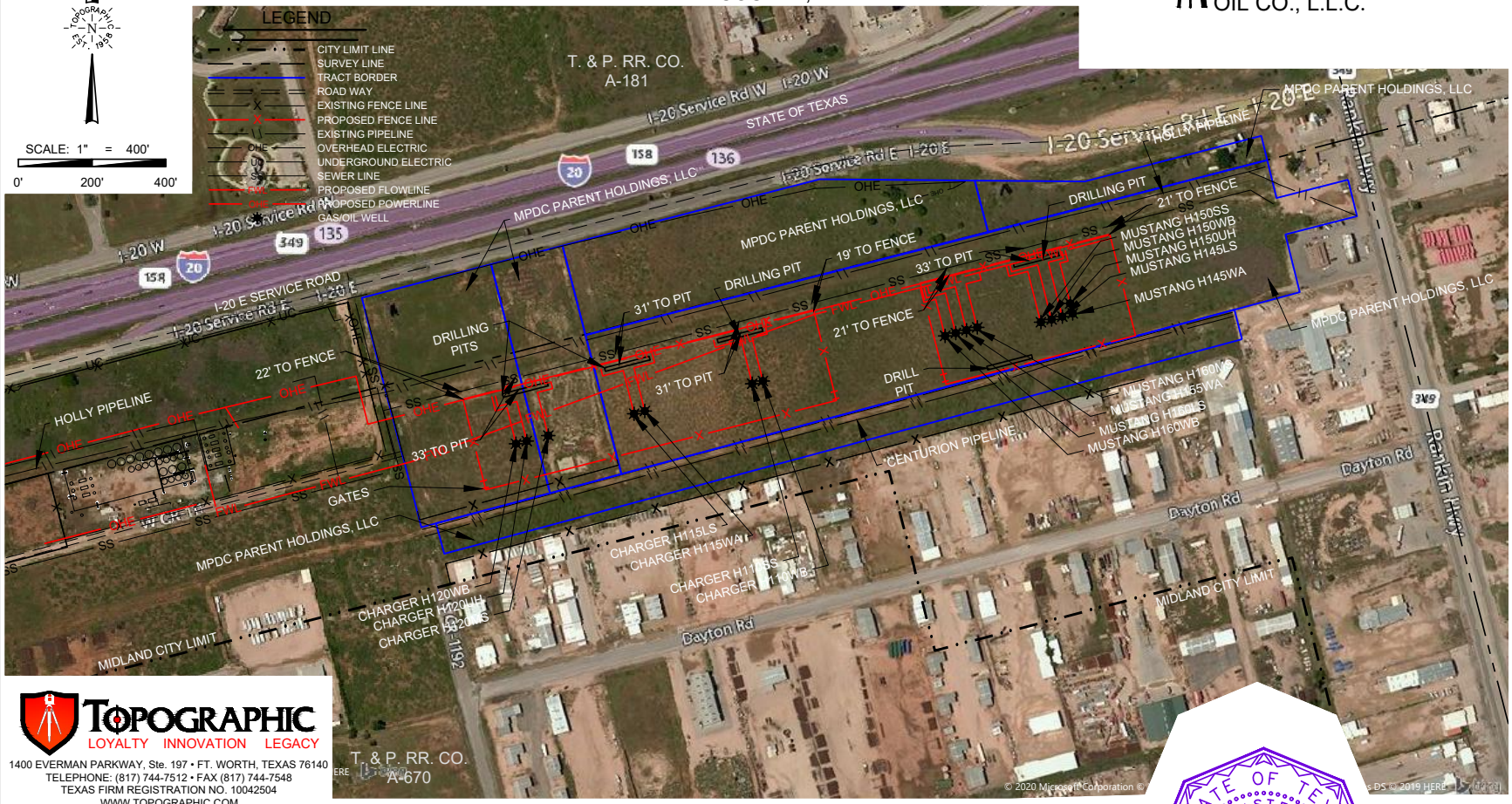

H145LS
X=1459632.56
Y=841897.09
ELEV = 2779'
860' RADIUS
500' RADIUS
500'
860'
I-20 FRONTAGE RD. W
I-20 FRONTAGE RD. E
T. & P. RR. CO. A-181
T. & P. RR. CO. A-670
T. & P. RR. CO. A-688
T. & P. RR. CO. A-63
STATE OF TEXAS
MIDLAND CITY LIMIT
R28725 C D P ENTERPRISES 4813 N BENTWOOD DR SAN ANGELO, TX 76904-4814
R9470 RREAF O AND G PORTFOLIO #3 LLC 1909 WOODDALE RODGERS FWY STE 300 DALLAS, TX 75201
R4440 MPDC PARENT HOLDINGS, LLC 500 W. WALL ST, STE 300 MIDLAND, TX 79701
R4485 MPDC PARENT HOLDINGS, LLC 500 W. WALL ST, STE 300 MIDLAND, TX 79701
R4447 MPDC PARENT HOLDINGS, LLC 500 W. WALL ST, STE 300 MIDLAND, TX 79701
R5260 MPDC PARENT HOLDINGS, LLC 500 W. WALL ST, STE 300 MIDLAND, TX 79701
R4464 ASLAN HOUSING PARTNERS XIII LTD 5757 WEST LOVERS LANE STE 360 DALLAS TX 75209
R205655 TRINITY KL GROUP INC 1000 W INTERSTATE 20 MIDLAND, TX 79701
R205666
R45385 STRIPES, LLC 5020 PARK LN STE 200 DALLAS, TX 75231
KLAUSS E THOMAS BRISTOL CT MIDLAND, TX 79705-8203 R45308
WATTS TOMMY P O BOX 2364 MIDLAND TX 79702-2364 R45310
JESSCO SOLUTIONS LLC 4477 OLD CHRISTOVAL RD SAN ANGELO TX 76904 R45312
MPDC PARENT HOLDINGS 500 W. WALL ST, STE 300 MIDLAND, TX 79701 R45329
SINGH TUI SI DR 31 SADDLE CLUB DR MIDLAND TX 79705-1835 R45314
TOLIFSON TROY 13219 RICE RD MIDLAND TX 79707
PERMIAN DIRT WORKS, LLC PO BOX 5890 MIDLAND, TX 79704
R45307 RODNEY WOODARD 2508 BLUEBIRD LN MIDLAND, TX 79705
MRI LAND LLC 6 DESTA DRIVE, STE 3300 MIDLAND, TX 79705 R45300
STAFFORD W DENNIS 1408 E COUNTY RD 120 MIDLAND, TX 79706 R45301
R45330 PTCAA TEXAS LP 5508 LONAS DR KNOXVILLE, TN 37909
R45371 ZUBIA MAURO P O BOX 10845 MIDLAND TX 79702
R45331 ENVIRONMENTAL EVOLUTION SERV LLC P O BOX 1226 ROBSTOWN TX 78380
R45332
R45372 CLARK CHASTEL P O BOX 352 MIDLAND TX 79702
R45368 JEFFCOAT LEON P O BOX 9758 MIDLAND TX 79708-9758
R45366 PERMIAN PARTNERS INC 2031 WESTCREEK LN #1716 HOUSTON TX 77027
R45306 THORSAND INC P O BOX 12596 ODESSA TX 79768
R45305 TOLIFSON TROY 13219 RICE RD MIDLAND TX 79707
R45304
R45303
R45309 TOLIFSON TROY 13219 RICE RD MIDLAND TX 79707
R45311 PERMIAN DIRT WORKS, LLC PO BOX 5890 MIDLAND, TX 79704
R45307 RODNEY WOODARD 2508 BLUEBIRD LN MIDLAND, TX 79705
R45360 SIMMONS BILL O JR 3409 ALICIA CT MIDLAND TX 79707
R45362 DIAZ NORMA 3 S MIDLAND DR MIDLAND TX 79703
R45363 PENWELL COMPANY LLC 3300 N A ST BLDG 2 STE 215 MIDLAND TX 79705-5408
R45359
R45357 BETTIS BOYLE AND STOVALL P O BOX 1240 GRAHAM TX 76450-1240
R11430 T AND T TESTERS INC P O BOX 2364 MIDLAND TX 79702
R45317 ELLIS EDWIN L P O BOX 2522 MIDLAND TX 79702-2522
R45318 GILLILAND WILLIAM 1006 TIMBERLAKE CT MIDLAND TX 79703
R45320 WALDEN RICHARD C 3306 WINDSOR DR MIDLAND TX 79707-4809
R45322 HEARTLAND EQUIPMENT CO P O BOX 3578 MIDLAND TX 79702
R45321
R45319
R45316
R45315 KATHRYN KELLER P O BOX 80203 MIDLAND TX 79708-0203
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SECTION 3, BLOCK 39, T2S, T. & P. RR. CO. SURVEY, A-181 &
SECTION 10, BLOCK 39, T2S, H. MCCLINTIC SURVEY, A-670
MIDLAND COUNTY, TEXAS

PERMIAN DEEP ROCK OIL CO., L.L.C.



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CITY PERMIT

DATE: 03/28/2018
FILE: SK_MUSTANG_UNIT_A_CHARGER_UNIT_A_PERMIT_REV15
DRAWN BY: GJU
SHEET : 3 OF 12

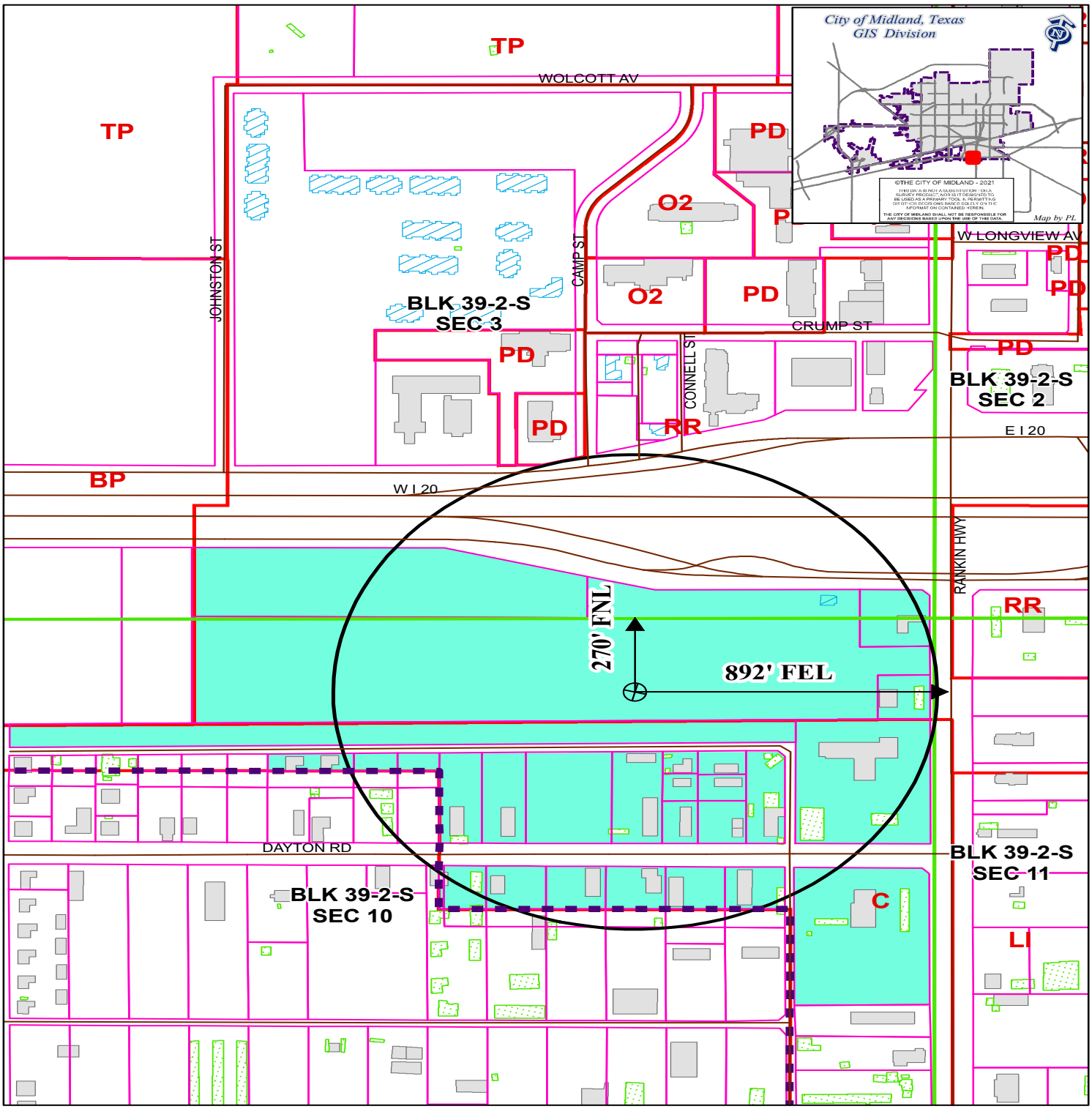
REVISION:	
DRH	08/12/20
DRH	08/26/20
DRH	08/26/20
DRH	05/14/21
DRH	06/04/21
DRH	06/15/21
DRH	06/16/21

NOTES:
1. ORIGINAL DOCUMENT SIZE: 11" X 8.5"
2. ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, U.S. SURVEY FEET, NORTH AMERICAN DATUM 1927.
3. CERTIFICATION IS MADE ONLY FOR PROPOSED UTILITIES AND SITES, IN RELATION TO THE EVIDENCE FOUND DURING A FIELD SURVEY, MADE ON THE GROUND, UNDER MY SUPERVISION, AND USING DOCUMENTATION PROVIDED BY PERMIAN DEEP ROCK OIL CO., L.L.C. ONLY UTILITIES/EASEMENTS THAT WERE VISIBLE ON THE DATE OF THIS SURVEY, WITHIN/ADJOINING THIS EASEMENT, HAVE BEEN LOCATED AS SHOWN HEREON OF WHICH I HAVE KNOWLEDGE. THIS CERTIFICATION IS LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE, AND MADE FOR THIS TRANSACTION ONLY.
4. ALL PROPOSED INFRASTRUCTURE SHOWN HEREON IS SOLELY FOR THE PURPOSE OF APPLYING FOR A PERMIT WITH THE CITY OF MIDLAND, TEXAS. THIS IS EXHIBIT IS NOT TO BE CONSTRUED AS A "BOUNDARY SURVEY" IN COMPLIANCE WITH THE T.B.P.L.S. MINIMUM STANDARDS OF PROCEDURES FOR BOUNDARY SURVEYS. THESE ARE FOR PLANNING PURPOSES ONLY.
5. ADJOINER INFORMATION SHOWN FOR INFORMATIONAL PURPOSES ONLY.
6. D.R.M.C.T. = DEED RECORDS MIDLAND COUNTY, TEXAS
7. C.C.O.R.M.C.T. = C. C. OFFICIAL RECORDS MIDLAND COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
JEFFREY N. LUEDERS
6512
PROFESSIONAL
LAND SURVEYOR

JEFFREY N LUEDERS, R.P.L.S. No. 6512
SURVEYED ON THE GROUND: JUNE 11, 2021

S:\SURVEY\ARRINGTON\MUSTANG_UNIT\FINAL_PRODUCTS\SKETCH\SK_MUSTANG_UNIT_A_CHARGER_UNIT_A_PERMIT_REV15.DWG 6/16/2021 1:51:22 PM dharris



LOCATION AND ZONING MAP

Oil - 036217 - 2021 **Scale: 1" = 400'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 270' FNL and 892' FEL, Section 10, Block 39, T-2-S, T&P RR CO Survey, Midland County, Texas.

Generally located 892 feet west of Rankin Highway and 627 feet south of West I-20.

Mustang 145 MIPA Unit #H145LS

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	CR1, CR2, CR3	LOW-RISE RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
07/01/2021	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. / Rep. Fax
Keith E. Bucy	500 W. Wall St. Ste 300 Midland, TX 79701	Rep. Tele. 432-682-6685 Rep. Fax 432-684-4519
Fee: $4,000.00 Rec'd Yes ✓ No___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): No. 2 (Tele.):

Option B:

Company Compliance Representative (Name, Address, Local Telephone) *(ATTACH STATEMENT AS EXHIBIT A):* See Exhibit "A"

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

See Exhibit "A"

Other Permitted Wells in City *(ATTACH EXHIBIT B* [see § J(26)]). See Exhibit "B"

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1.

2.

3.

ATTACHED AS EXHIBIT C is List of subdivisions

See Exhibit "C"

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):
Surface use: Undeveloped Rangeland, service company yards and apartment complex
Surface ownership: Two residences, apartment complex and service company yards:

See Exhibit "D"

ATTACHED AS EXHIBIT D is ,
Current Tax Roll from Midland Central Appraisal District), **which lists**
the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].

ATTACHED AS EXHIBIT E **is a** ***(map/p lat/satellite/aerial photo)*** **depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The** ***(map/p lat/satellite/aerial photo)*** **includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

ATTACHED AS EXHIBIT F **is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Mustang 155 MIPA Unit #H155WA Previously approved as (Mustang H155WA) but in dif location and will be expiring 11/26/21

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 243' FNL & 1,151' FEL, Section 10
Block 39, T-2-S, T&PRR Co. Survey, Midland County, Texas

ATTACHED AS EXHIBIT G **is the Location Site Plan [See § J(9)].**

ATTACHED AS EXHIBIT H **is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

ATTACHED AS EXHIBIT I **is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments** ***(also file copy of W-1 with City Secretary before commencement of drilling operations).*** **[See § J(16) and (20)].**

ATTACHED AS EXHIBIT J **is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

ATTACHED AS EXHIBIT K (if applicable) **is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

ATTACHED AS EXHIBIT L **is the Fencing and Irrigation Plan. [See § J(30)].**

ATTACHED AS EXHIBIT M: **No city roads will be used**

ATTACHED AS EXHIBIT N **is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: None

(2) Operations: Oncor

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

See Exhibit "O"

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P **is the** *Letter of Credit/Certificate of Deposit* **in accordance with Subsection (K)(2). [See § J(18)].**

ATTACHED AS EXHIBIT Q **: Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by applicant are current. (See § J(29)**

ATTACHED AS EXHIBIT R **is the required Insurance Certificate. [See § J(19) and § K(3)].**

ATTACHED AS EXHIBIT S (if applicable) **is the Drainage Plan relating to Applicant's proposed operations. [See § J(21)].**

ATTACHED AS EXHIBIT T **is Applicant's Emergency Action Response Plan. [See § J(22)].**

ATTACHED AS EXHIBIT U **is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

Attached as Exhibit V: Applicants variances

Permian Deep Rock Oil Co. LLC
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

Keith E. Bucy , personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Lindsay Jonell Venerable
Notary Public, State of Texas

LINDSAY JONELL VENERABLE
Notary ID #128754089
My Commission Expires
September 29, 2023

SEAL

SCALE: 1" = 300'

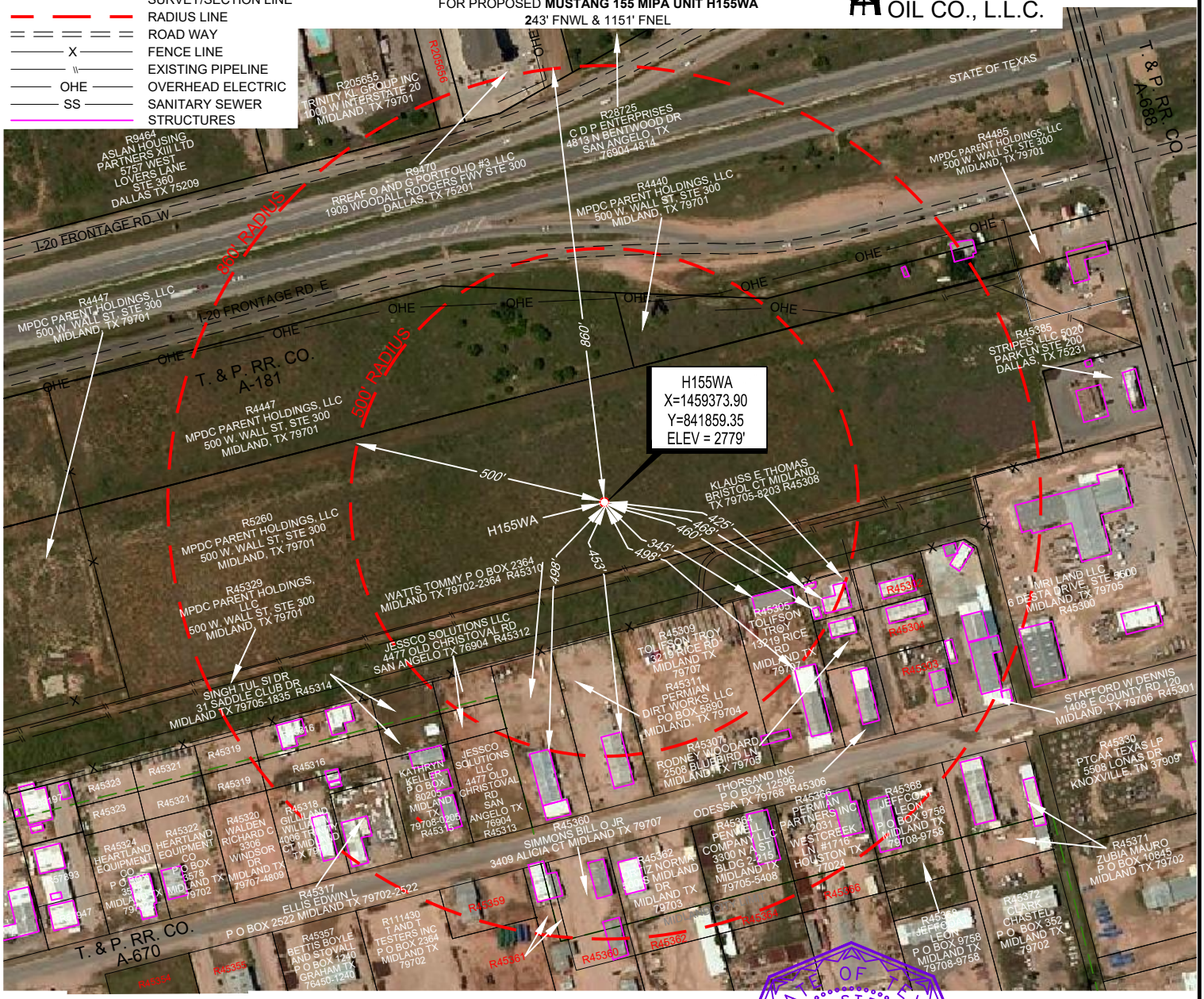
0' 150' 300'

LEGEND

- SURVEY/SECTION LINE
- RADIUS LINE
- ROAD WAY
- FENCE LINE
- EXISTING PIPELINE
- OHE — OVERHEAD ELECTRIC
- SS — SANITARY SEWER
- STRUCTURES

SECTION 10, BLOCK 39, T-2-S
T. & P. RR. CO. SURVEY, A-670
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS
SHOWING STRUCTURES WITHIN 500' RADIUS
AND PROPERTY OWNERS WITHIN 860' RADIUS
FOR PROPOSED **MUSTANG 155 MIPA UNIT H155WA**
243' FNWL & 1151' FNEL

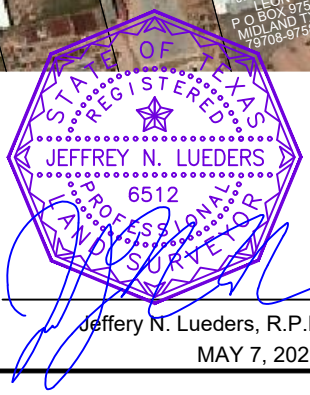
PERMIAN DEEP ROCK OIL CO., L.L.C.





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LOYALTY INNOVATION LEGACY

1400 EVERMAN PARKWAY, Ste. 146 • FT. WORTH, TEXAS 76140
TELEPHONE: (817) 744-7512 • FAX (817) 744-7548
TEXAS FIRM REGISTRATION NO. 10042504
WWW.TOPOGRAPHIC.COM



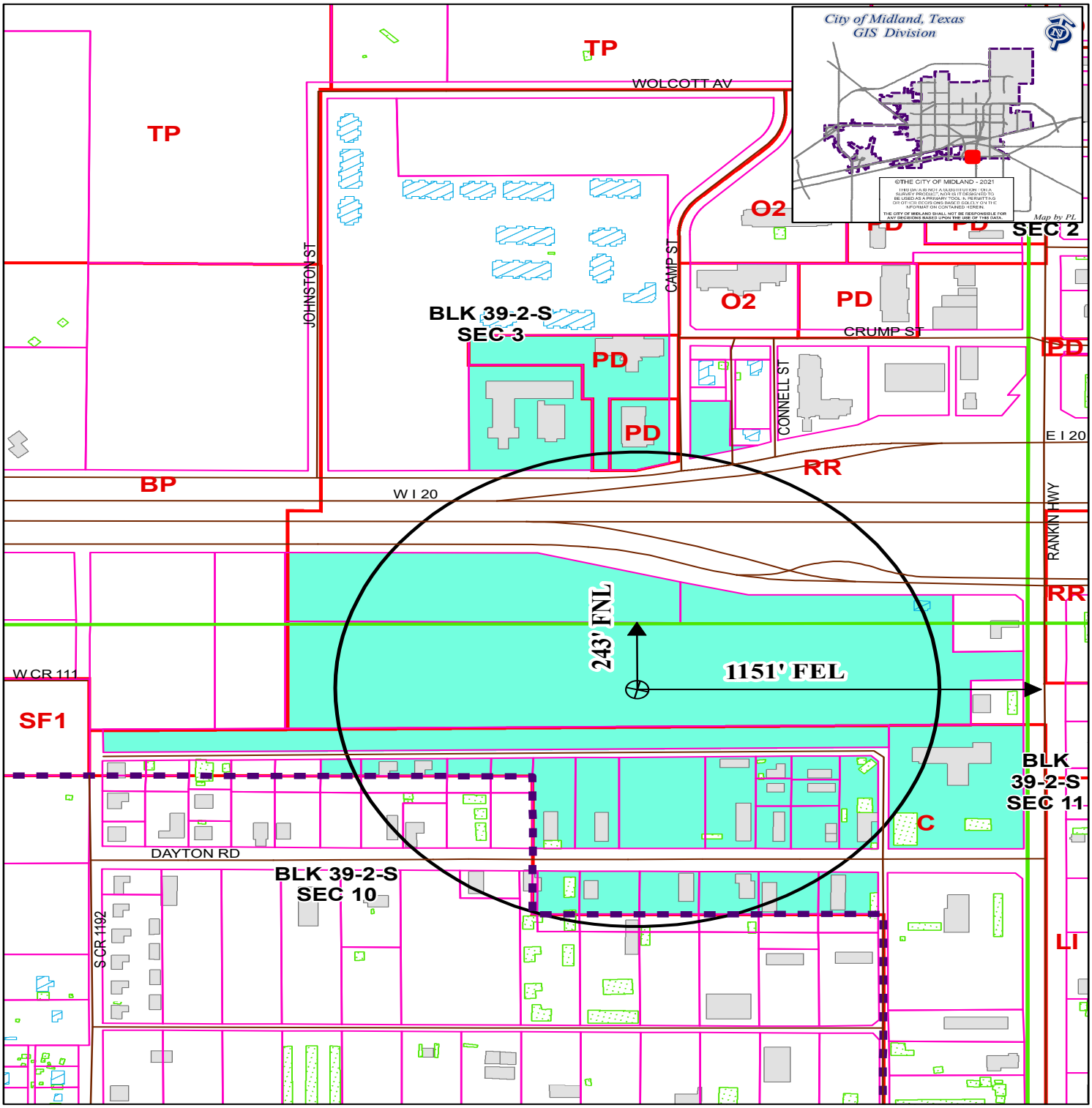
Jeffery N. Lueders, R.P.L.S. No. 6512
MAY 7, 2021

MUSTANG 155 MIPA UNIT H155WA	REVISION:	
	H.B.	04/6/2018
	D.R.H.	12/10/2019
DATE: 02/20/2018	D.R.H.	05/14/2021
FILE: CD_MUSTANG_155WA_REV11	D.R.H.	06/04/2021
DRAWN BY: PACKET	D.R.H.	06/15/2021
SHEET : 1 OF 2	D.R.H.	06/17/2021

NOTES:
1. ORIGINAL DOCUMENT SIZE: 8.5" X 11"
2. ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE TEXAS COORDINATE
3. SYSTEM OF 1927, U.S. SURVEY FEET.
4. THIS PROPOSED LOCATION HAS BEEN CAREFULLY SURVEYED ON THE GROUND UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE ACCORDING TO THE EVIDENCE, OFFICIAL SURVEY RECORDS, MAPS, AND OTHER DATA PROVIDED PERMIAN DEEP ROCK OIL CO., LLC. THIS PLAT WAS CREATED FOR THE SOLE PURPOSE OF FILING A PERMIT WITH THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS AND SHOULD NOT BE CONSTRUED AS A "BOUNDARY SURVEY" IN COMPLIANCE WITH T.B.P.L.S. MINIMUM STANDARDS OF PROCEDURES FOR BOUNDARY SURVEYS. THIS CERTIFICATION IS MADE AND LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE.
5. OWNERSHIP INFORMATION SHOWN HEREON WAS TAKEN FROM THE CITY OF MIDLAND, TEXAS GIS SITE.
6. DISTANCES SHOWN HEREON TO EXISTING STRUCTURES ARE SCALED PER AERIAL MAP.

September 14, 2021

S:\SURVEY\ARRINGTON\MUSTANG_UNIT\FINAL_PRODUCTS\CITY_PERMITS\NAD27\CD_MUSTANG_155WA_REV11.DWG 6/17/2021 11:53:50 AM dharris



LOCATION AND ZONING MAP

Oil - 036218 - 2021 **Scale: 1" = 400'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 243' FNL and 1,151' FEL, Section 10, Block 39, T-2-S, T&P RR CO Survey, Midland County, Texas.

Generally located 1,151 feet west of Rankin Highway and 600 feet south of West I-20.

Mustang 155 MIPA Unit #H155WA

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
SF1, SF2, 1F3	ONE-FAMILY DWELLING	RC	COMMUNITY RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

SCALE: 1" = 300'

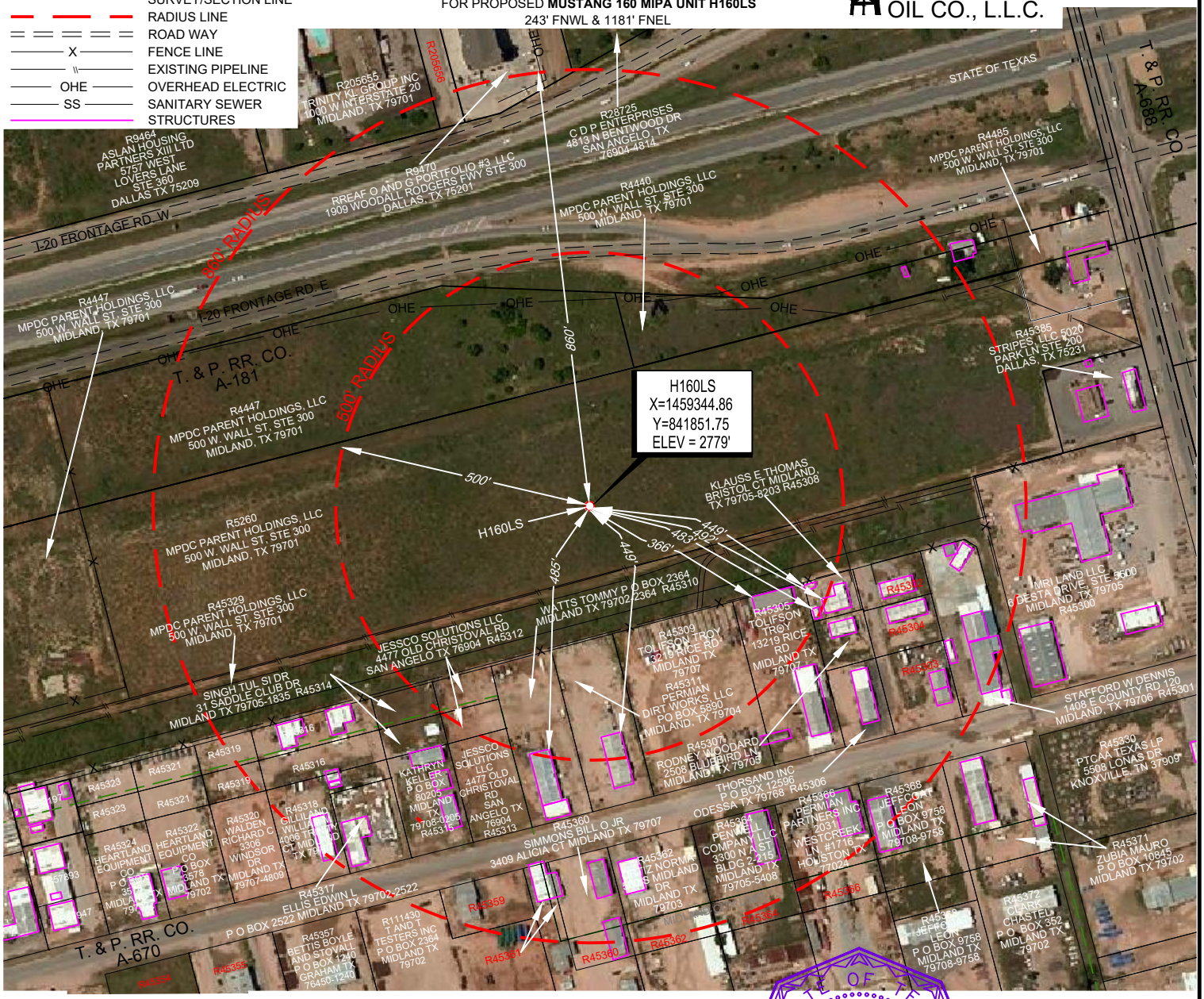
0' 150' 300'

LEGEND

- SURVEY/SECTION LINE
- RADIUS LINE
- ROAD WAY
- FENCE LINE
- EXISTING PIPELINE
- OHE — OVERHEAD ELECTRIC
- SS — SANITARY SEWER
- STRUCTURES

SECTION 10, BLOCK 39, T-2-S
T. & P. RR. CO. SURVEY, A-670
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS
SHOWING STRUCTURES WITHIN 500' RADIUS
AND PROPERTY OWNERS WITHIN 860' RADIUS
FOR PROPOSED **MUSTANG 160 MIPA UNIT H160LS**
243' FNWL & 1181' FNEL

PERMIAN DEEP ROCK OIL CO., L.L.C.



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1400 EVERMAN PARKWAY, Ste. 146 • FT. WORTH, TEXAS 76140
TELEPHONE: (817) 744-7512 • FAX (817) 744-7548
TEXAS FIRM REGISTRATION NO. 10042504
WWW.TOPOGRAPHIC.COM

STATE OF TEXAS
REGISTERED
JEFFREY N. LUEDERS
6512
PROFESSIONAL
LAND SURVEYOR

Jeffery N. Lueders, R.P.L.S. No. 6512
MAY 7, 2021

MUSTANG 160 MIPA UNIT H160LS	REVISION:	
	D.R.H.	05/13/2021
	D.R.H.	06/04/2021
DATE: 02/20/2018	D.R.H.	06/15/2021
FILE: CD_MUSTANG_160LS_REV4	D.R.H.	06/17/2021
DRAWN BY: RAC		
SHEET : 1 OF 2		

NOTES:
1. ORIGINAL DOCUMENT SIZE: 8.5" X 11"
2. ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE TEXAS COORDINATE
3. SYSTEM OF 1927, U.S. SURVEY FEET.
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PACKET 38.16 September 14, 2021

S:\SURVEY\ARRINGTON\MUSTANG_UNIT\FINAL_PRODUCTS\CITY_PERMITS\NAD27\CD_MUSTANG_160LS_REV4.DWG 6/17/2021 11:51:58 AM dharris

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
07/01/2021	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. / Rep. Fax
Keith E. Bucy	500 W. Wall St. Ste 300 Midland, TX 79701	Rep. Tele. 432-682-6685 Rep. Fax 432-684-4519
Fee: $4,000.00 Rec'd Yes ✓ No___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):*** See Exhibit "A"

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

See Exhibit "A"

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** See Exhibit "B"

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1.

2.

3.

ATTACHED AS EXHIBIT C **is** List of subdivisions

See Exhibit "C"

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):
Surface use: Undeveloped Rangeland, service company yards and apartment complex
Surface ownership: Two residences, apartment complex and service company yards:

See Exhibit "D"

ATTACHED AS EXHIBIT D **is**
Current Tax Roll from Midland Central Appraisal District), **which lists**
the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].

ATTACHED AS EXHIBIT E **is a** ***(map/p lat/satellite/aerial photo)*** **depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The** ***(map/p lat/satellite/aerial photo)*** **includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

ATTACHED AS EXHIBIT F **is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Mustang 160 MIPA Unit #H160LS

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 243' FNL & 1,181' FEL, Section 10
Block 39, T-2-S, T&PRR Co. Survey, Midland County, Texas

ATTACHED AS EXHIBIT G **is the Location Site Plan [See § J(9)].**

ATTACHED AS EXHIBIT H **is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

ATTACHED AS EXHIBIT I **is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments** ***(also file copy of W-1 with City Secretary before commencement of drilling operations).*** **[See § J(16) and (20)].**

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ATTACHED AS EXHIBIT L **is the Fencing and Irrigation Plan. [See § J(30)].**

ATTACHED AS EXHIBIT M: **No city roads will be used**

ATTACHED AS EXHIBIT N **is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: None

(2) Operations: Oncor

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

See Exhibit "O"

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P **is the** ***Letter of Credit/Certificate of Deposit*** **in accordance with Subsection (K)(2). [See § J(18)].**

ATTACHED AS EXHIBIT Q **: Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by applicant are current. (See § J(29)**

ATTACHED AS EXHIBIT R **is the required Insurance Certificate. [See § J(19) and § K(3)].**

ATTACHED AS EXHIBIT S (if applicable) **is the Drainage Plan relating to Applicant's proposed operations. [See § J(21)].**

ATTACHED AS EXHIBIT T **is Applicant's Emergency Action Response Plan. [See § J(22)].**

ATTACHED AS EXHIBIT U **is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

Attached as Exhibit V: Applicants variances

Permian Deep Rock Oil Co. LLC
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

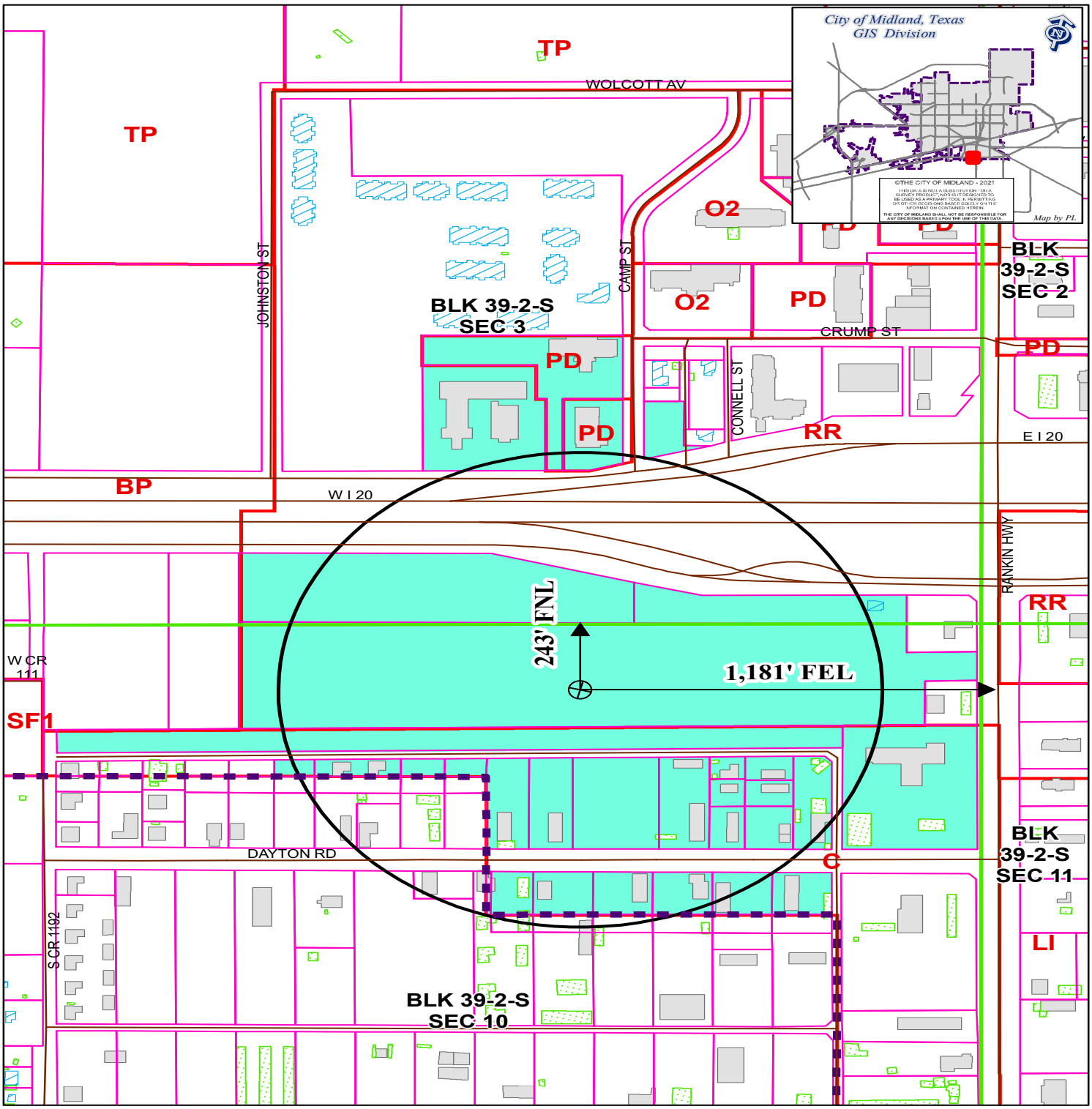
County of Midland)

Keith E. Bucy , personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Lindsay Jonell Venerable
Notary Public, State of Texas

LINDSAY JONELL VENERABLE
Notary ID #128754089
My Commission Expires
September 29, 2023

SEAL



LOCATION AND ZONING MAP

Oil - 036199 - 2021 **Scale: 1" = 400'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 243' FNL and 1,181' FEL, Section 10, Block 39, T-2-S, T&P RR CO Survey, Midland County, Texas.

Generally located 1,181 feet west of Rankin Highway and 600 feet south of West I-20.

Mustang 160 MIPA Unit #H160LS

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	O1, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
RR, 1F1, 1F2, 1F3	ONE-FAMILY DWELLING	CR1, CR2, CR3	COMMUNITY RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
07/01/2021	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. / Rep. Fax
Keith E. Bucy	500 W. Wall St. Ste 300 Midland, TX 79701	Rep. Tele. 432-682-6685 Rep. Fax 432-684-4519
Fee: $4,000.00 Rec'd Yes ✓ No___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):*** See Exhibit "A"

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

See Exhibit "A"

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** See Exhibit "B"

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1.

2.

3.

ATTACHED AS EXHIBIT C **is** List of subdivisions

See Exhibit "C"

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):
Surface use: Undeveloped Rangeland, service company yards and apartment complex
Surface ownership: Two residences, apartment complex and service company yards:

See Exhibit "D"

ATTACHED AS EXHIBIT D **is** ,
Current Tax Roll from Midland Central Appraisal District)**, which lists**
the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].

ATTACHED AS EXHIBIT E **is a** ***(map/p lat/satellite/aerial photo)*** **depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The** ***(map/p lat/satellite/aerial photo)*** **includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

ATTACHED AS EXHIBIT F **is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Mustang 160 MIPA Unit #H160WB Previously approved as (Mustang H160WB) but in dif location and will be expiring 11/26/21

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 243' FNL & 1,211' FEL, Section 10
Block 39, T-2-S, T&PRR Co. Survey, Midland County, Texas

ATTACHED AS EXHIBIT G **is the Location Site Plan [See § J(9)].**

ATTACHED AS EXHIBIT H **is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

ATTACHED AS EXHIBIT I **is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments** ***(also file copy of W-1 with City Secretary before commencement of drilling operations).*** **[See § J(16) and (20)].**

ATTACHED AS EXHIBIT J **is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

ATTACHED AS EXHIBIT K (if applicable) **is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

ATTACHED AS EXHIBIT L **is the Fencing and Irrigation Plan. [See § J(30)].**

ATTACHED AS EXHIBIT M: **No city roads will be used**

ATTACHED AS EXHIBIT N **is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: None

(2) Operations: Oncor

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

See Exhibit "O"

V. Additional Required Exhibits

***ATTACHED AS EXHIBIT P* is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].**

***ATTACHED AS EXHIBIT Q* : Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by applicant are current. (See § J(29)**

***ATTACHED AS EXHIBIT R* is the required Insurance Certificate. [See § J(19) and § K(3)].**

***ATTACHED AS EXHIBIT S (if applicable)* is the Drainage Plan relating to Applicant's proposed operations. [See § J(21)].**

***ATTACHED AS EXHIBIT T* is Applicant's Emergency Action Response Plan. [See § J(22)].**

***ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

Attached as Exhibit V: Applicants variances

Permian Deep Rock Oil Co. LLC
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

Keith E. Bucy, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Lindsay Jonell Venerable
Notary Public, State of Texas

SEAL

LINDSAY JONELL VENERABLE
Notary ID #128754089
My Commission Expires
September 29, 2023

SCALE: 1" = 300'

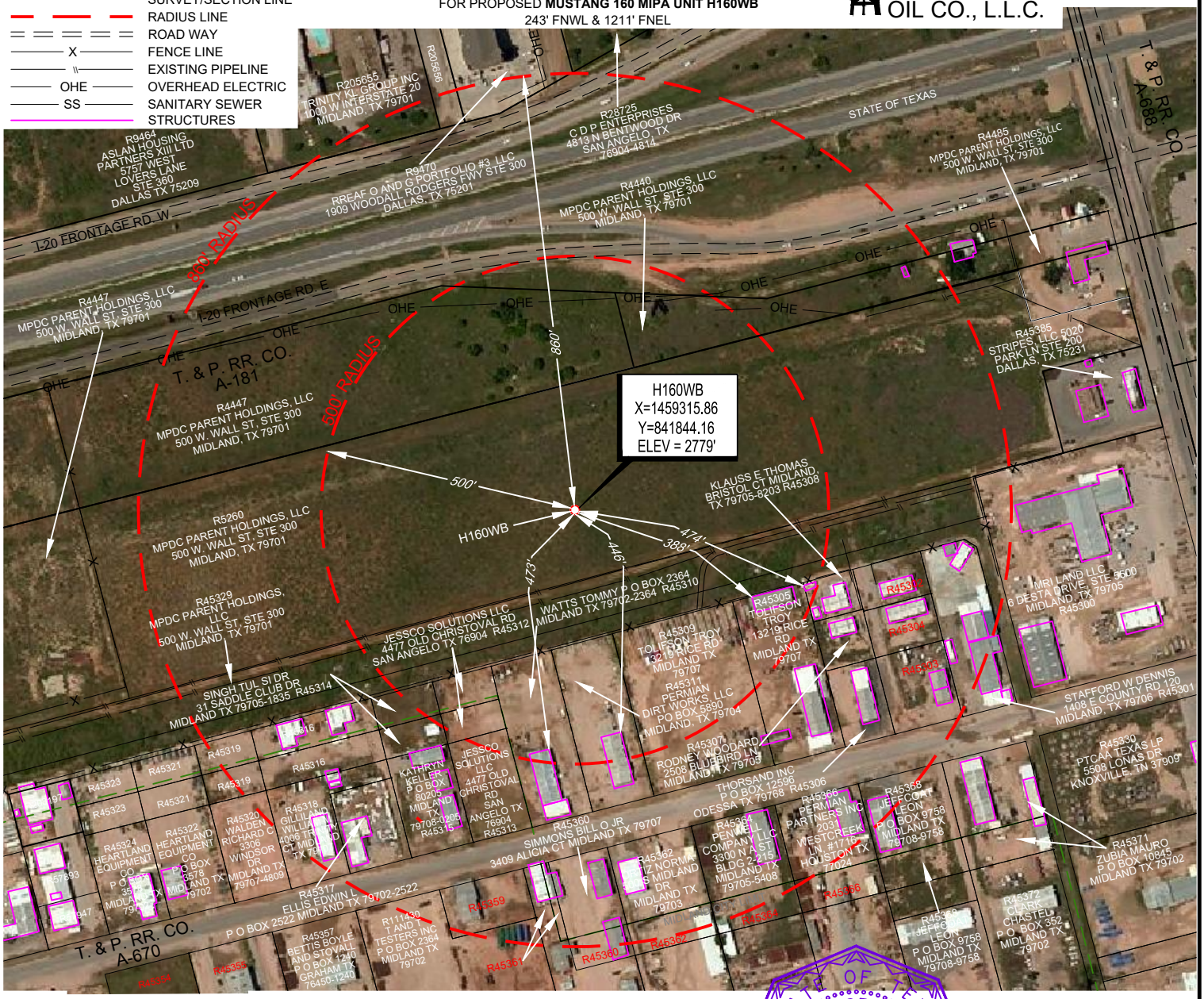
0' 150' 300'

LEGEND

- SURVEY/SECTION LINE
- RADIUS LINE
- ROAD WAY
- FENCE LINE
- EXISTING PIPELINE
- OVERHEAD ELECTRIC
- SANITARY SEWER
- STRUCTURES

SECTION 10, BLOCK 39, T-2-S
T. & P. RR. CO. SURVEY, A-670
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS
SHOWING STRUCTURES WITHIN 500' RADIUS
AND PROPERTY OWNERS WITHIN 860' RADIUS
FOR PROPOSED **MUSTANG 160 MIPA UNIT H160WB**
243' FNWL & 1211' FNEL

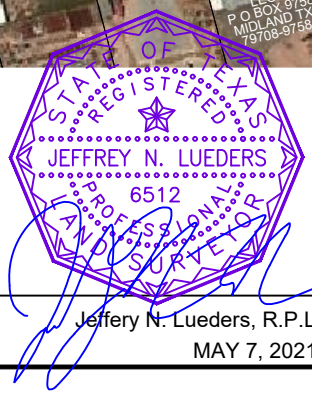
PERMIAN DEEP ROCK OIL CO., L.L.C.





TOPOGRAPHIC
LOYALTY INNOVATION LEGACY

1400 EVERMAN PARKWAY, Ste. 146 • FT. WORTH, TEXAS 76140
TELEPHONE: (817) 744-7512 • FAX (817) 744-7548
TEXAS FIRM REGISTRATION NO. 10042504
WWW.TOPOGRAPHIC.COM

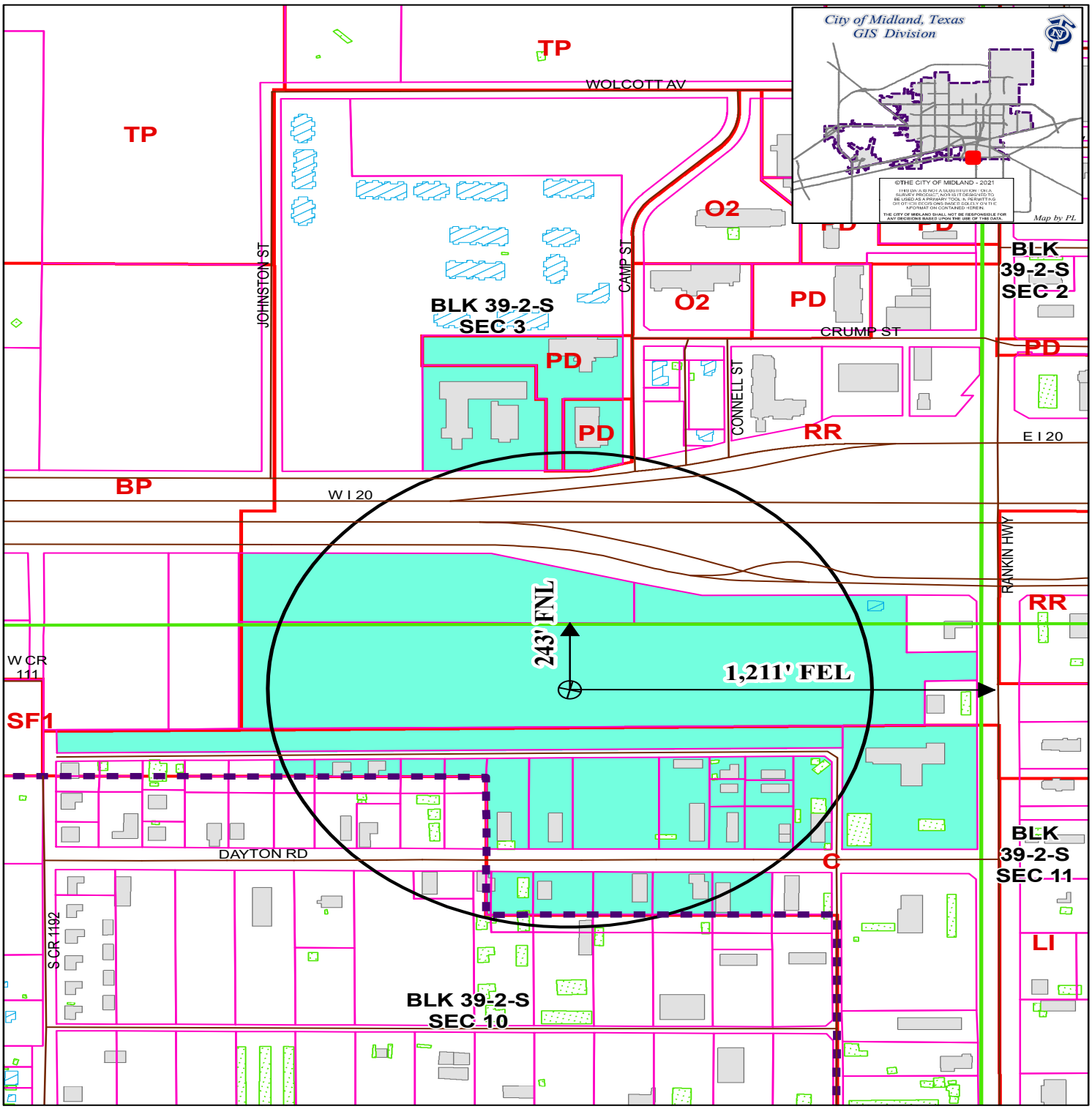


Jeffery N. Lueders, R.P.L.S. No. 6512
MAY 7, 2021

MUSTANG 160 MIPA UNIT H160WB	REVISION:	
	D.R.H.	11/11/2019
	D.R.H.	12/10/2019
DATE: 02/20/2018	D.R.H.	05/13/2021
FILE: CD_MUSTANG_160WB_REV11	D.R.H.	06/04/2021
DRAWN BY: PACKET	D.R.H.	06/15/2021
SHEET : 1 OF 2	D.R.H.	06/17/2021

NOTES:
1. ORIGINAL DOCUMENT SIZE: 8.5" X 11"
2. ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE TEXAS COORDINATE
3. SYSTEM OF 1927, U.S. SURVEY FEET.
4. THIS PROPOSED LOCATION HAS BEEN CAREFULLY SURVEYED ON THE GROUND UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE ACCORDING TO THE EVIDENCE, OFFICIAL SURVEY RECORDS, MAPS, AND OTHER DATA PROVIDED PERMIAN DEEP ROCK OIL CO., LLC. THIS PLAT WAS CREATED FOR THE SOLE PURPOSE OF FILING A PERMIT WITH THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS AND SHOULD NOT BE CONSTRUED AS A "BOUNDARY SURVEY" IN COMPLIANCE WITH T.B.P.L.S. MINIMUM STANDARDS OF PROCEDURES FOR BOUNDARY SURVEYS. THIS CERTIFICATION IS MADE AND LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE.
5. OWNERSHIP INFORMATION SHOWN HEREON WAS TAKEN FROM THE CITY OF MIDLAND, TEXAS GIS SITE.
6. DISTANCES SHOWN HEREON TO EXISTING STRUCTURES ARE SCALED PER AERIAL MAP.

S:\SURVEY\ARRINGTON\MUSTANG_UNIT\FINAL_PRODUCTS\CITY_PERMITS\NAD27\CD_MUSTANG_160WB_REV11.DWG 6/17/2021 11:48:45 AM dharris



LOCATION AND ZONING MAP

Oil - 036211 - 2021 **Scale: 1" = 400'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 243' FNL and 1,211' FEL, Section 10, Block 39, T-2-S, T&P RR CO Survey, Midland County, Texas.

Generally located 1,211 feet west of Rankin Highway and 600 feet south of West I-20.

Mustang 160 MIPA Unit #H160WB

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
SF1, SF2, 1F3	ONE-FAMILY DWELLING	CR1, CR2, CR3	LOW RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

City Council Meeting

Item Number: 39

Meeting Date: September 14, 2021

To: City Council / City Manager

From: Kelly Martinez, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 5, BLOCK 8, GREENWOOD ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH STONEWALL STREET, APPROXIMATELY 90 FEET NORTH OF KENTUCKY AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Jorge Chavez is requesting to rezone the property located at 308 S. Stonewall Street to allow for the construction of a residential home.

Recommended City Council Action:

Approve

Fiscal Impact:

This request does not require any City funds.

Current Zoning:

LI, Light Industrial District

Surrounding Zoning and Land Use:

The properties to the north, east, and south are zoned C, Commercial District, and the locations of vacant lots. The property to the west is zoned RR, Regional Retail District and the location of a vacant lot.

Analysis:

The applicant, Jorge Chavez, is requesting to rezone the property from C, Commercial District to SF-3, Single-Family Dwelling District, to allow for the construction of a residential home. Per the previous zoning code, the current zoning district would have allowed for the construction of single-family homes. Under the new zoning code adopted in 2019, residential uses became more specific to single-family zoning districts. This property meets the minimum lot size requirements for the SF-3, Single-Family Dwelling District.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections

Building: (Approved)

No issues. A demolition permit will be required for the removal of existing structure. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Engineering: (Approved)

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Code: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Planning:

This request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 3 an Integrated Land Use Vision, “Future Land Use Map” as it designates this area for urban residential-medium, a classification that calls for a mix of housing types, including single-family, two-family dwelling, and townhouse. This zone change will provide additional housing for the residents of the City of Midland.

This request was approved at the August 16, 2021 Planning and Zoning Commission meeting.

Therefore, staff recommends approval of this zone change from C, Commercial District to SF-3, Single-Family Dwelling District, subject to condition A.

Conditions:

A. **That the use and development of this property shall conform to the regulations of the SF-3, Single-Family Dwelling District.**

Letters of Objection:

Staff has not received any letters of objection as of September 8, 2021.

Attachments:

Application
Maps

Robert Patrick

City Manager’s Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 5, BLOCK 8, GREENWOOD ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH STONEWALL STREET, APPROXIMATELY 90 FEET NORTH OF KENTUCKY AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 5, Block 8, Greenwood Addition, Section 2, City and County of Midland, Texas (the "Property") to SF-3, Single-Family Dwelling District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from C, Commercial District to SF-3, Single-Family Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: 2-21-0251

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Jorge Chavez		Phone (432) 889-7005 Email jjorgecchavezz@gmail.com	
Address 714 N. Calhan St.	City Midland	State TX	Zip 79701

Property Owner Printed Name: Same		Phone ( ) Email	
Address	City	State	Zip

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 308 S. Stonewall

Legal Description
Lot: 5 Block: 8 Subdivision: Greenwood Add.

Current Zoning:	**Proposed Zone:** *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: To residential

Present Use of Property: Vacant

Proposed Use of Property: New build

How would this zone change affect the public health, safety and welfare? N/A

Describe how conditions affecting the property have changed since present zoning designation: None

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

RECEIVED
JUL 14 2021
BY: .....

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date:
Applicant (printed):	
Property Owner (signature): Jorge Chavez	Date: 07-14-2021
Property Owner (printed) :	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear_____who, being by me duly sworn, upon oath says: That (s)he is the owner of _____or authorized by_____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization ☐ Dimensioned Site Plan

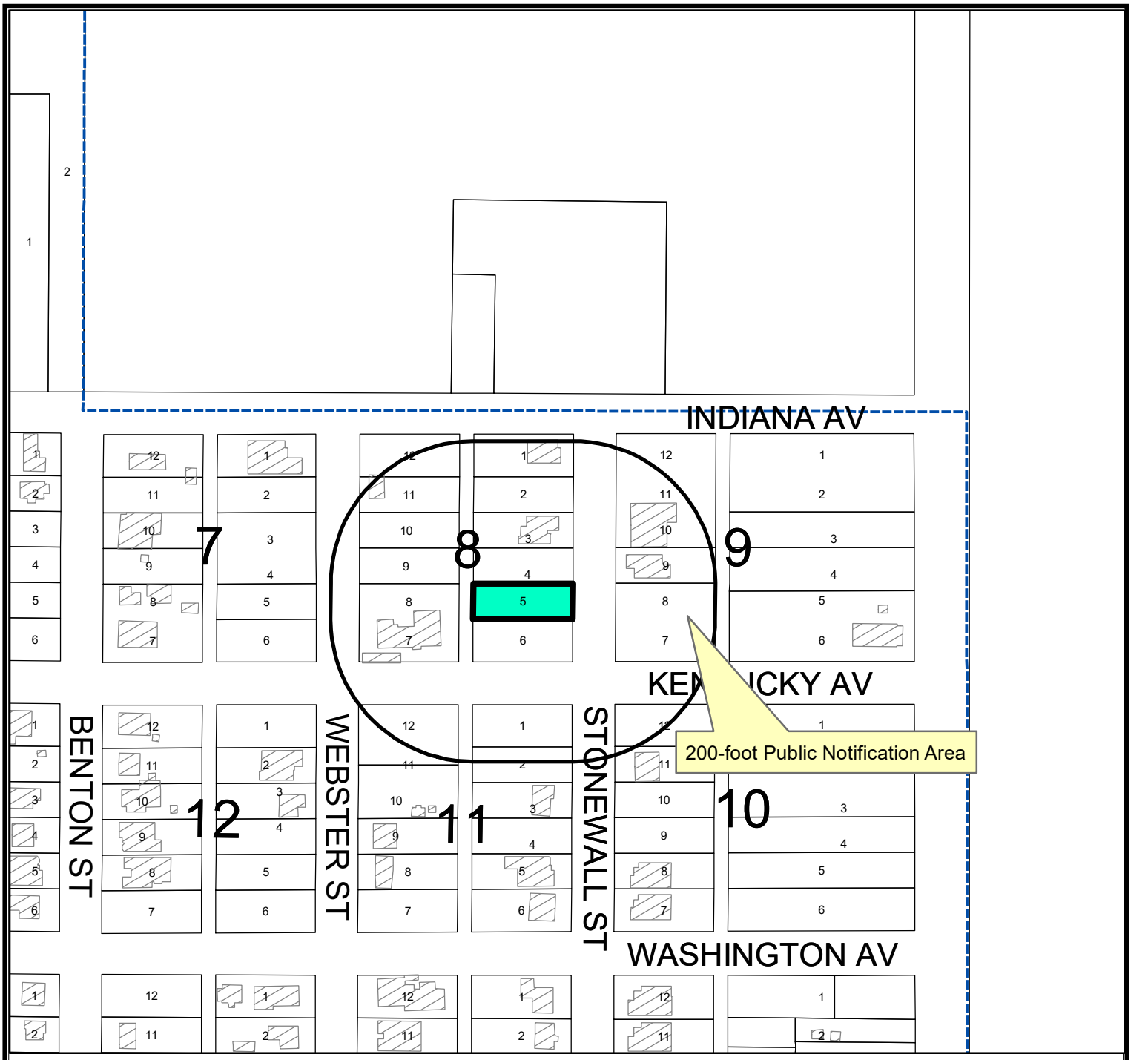
☑ Application Fee ☐ Plans in Digital Format (PDF/JPEG)

Check # #1473

RECEIVED
JUL 14 2021
BY: DK

Received By: Date:

Application will not be considered for scheduling until reviewed by a planner.



LOCATION MAP

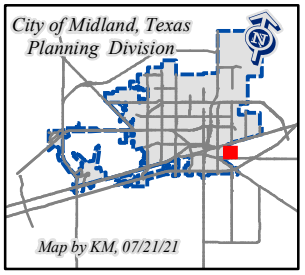
Z-21-0251 **Scale: 1" = 200'**

Consider a request by Jorge Chavez for a zone change from C, Commercial District to SF-3, Single-Family Dwelling District on Lot 5, Block 8, Greenwood Addition, Section 2, City and County of Midland, Texas.

Generally located on the west side of S. Stonewall Street, approximately 90-feet north of Kentucky Avenue. (Council District 2)

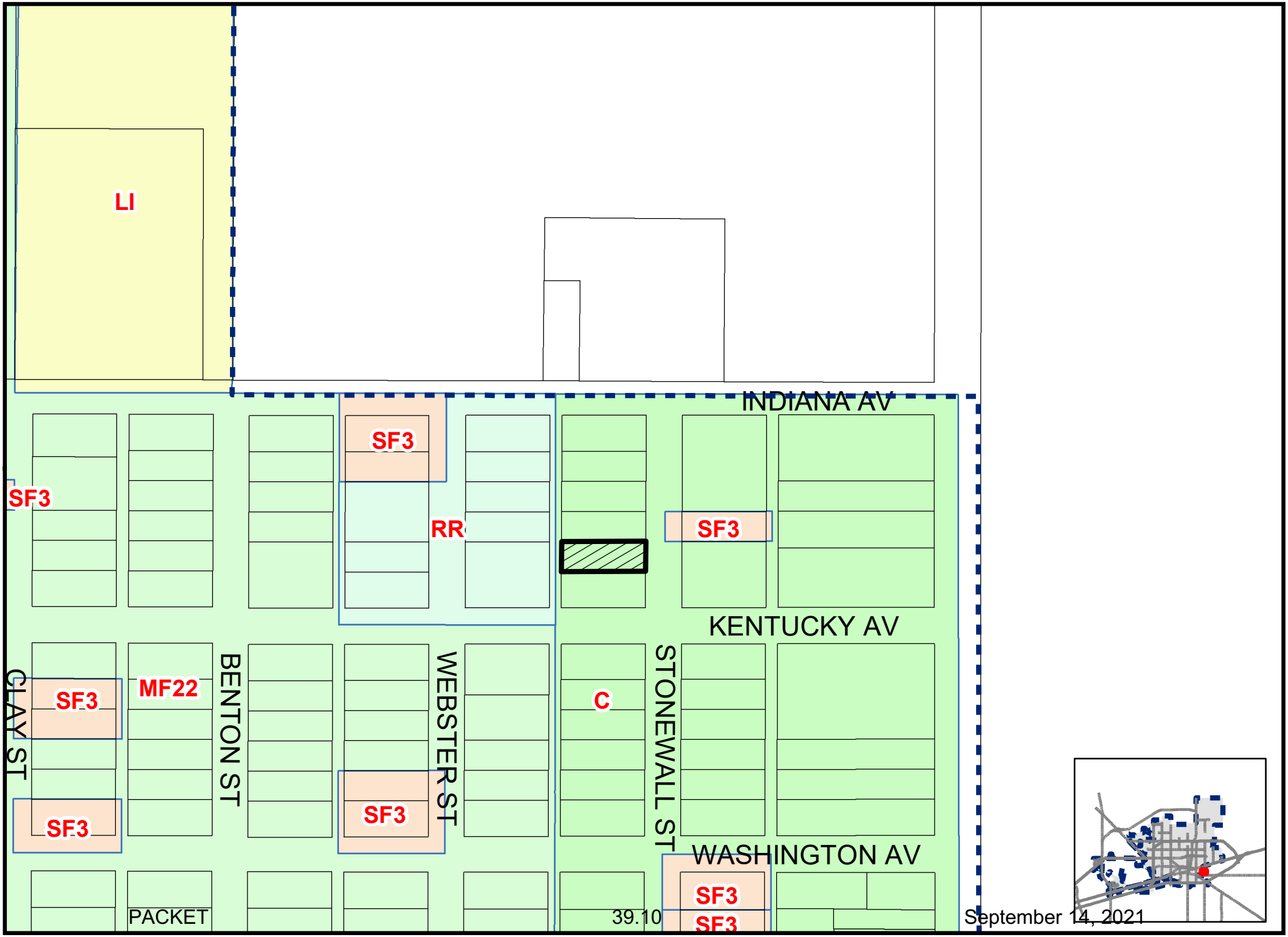
LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

September 14, 2021



Map By KM, 07/21/2021

Z-21-0251

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.









City Council Meeting

Item Number: 40

Meeting Date: September 14, 2021

To: City Council / City Manager

From: Kelly Martinez, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 4,774-SQUARE FOOT PORTION OF LOT 1, BLOCK 1, MESA VERDE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NEELY AVENUE AND NORTH MIDLAND DRIVE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Hook and Reel Midland LLC, is requesting a Specific Use Designation with Term for the sale of all alcoholic beverages, for on premises consumption, in a restaurant located at 2215 N Midland Drive, Suite 2A.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Current Zoning:

RR, Regional Retail District

Surrounding Zoning and Land Use:

The properties to the north are zoned RR, Regional Retail District and MF-16, Multi-Family Dwelling District and the locations of an apartment complex, a car wash, and a liquor store. The property to the east is zoned MF-16, Multi-Family Dwelling District and the location of an apartment complex. The properties to the south and west are zoned SF-2, Single-Family Dwelling District and the location of residential homes.

Discussion:

Hook and Reel Midland LLC is requesting a Specific Use Designation to be able to sell all alcoholic beverages for on premises consumption, within a restaurant. The property is zoned RR, Regional Retail District, which allows for the sale and on-premises consumption of alcoholic beverages with the approval of a Specific Use Designation.

Hook and Reel Cajun Seafood and Bar is currently not in operation and does not have a specific use designation for the sale of all alcoholic beverages. The floor plan attached hereto as "Exhibit A" illustrates that the establishment will have a total square footage of 4,744 square feet, with an alcohol serviceable area of 3,600 square feet.

The proposed hours of operation are:

Monday through Sunday from 11:00 a.m. to 9:00 p.m.

The applicant is requesting alcohol service hours as the following:

Monday through Friday from 11:00 a.m. to 9:00 p.m., and
Saturday through Sunday from 12:00 p.m. (noon) to 5:00 p.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public school, public school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property.

Engineering: (Approved)

No objections.

Fire: (Approved)

No objections.

Transportation: (Approved)

No objection to zone change.

Code Administration: (Approved)

The SUD for Hook and Reel is acceptable. The property must adhere to the current maximum occupant load of 240. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning:

The request is in compliance with the *Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4,* "Encourage the development of places where Midland residents can gather and socialize to build connections." (Tall City Tomorrow page 137) Hook and Reel Cajun Seafood and Bar is an establishment that promotes a positive environment where Midland residents can gather and socialize.

This request was approved at the August 16th, Planning and Zoning Commission meeting.

This request meets all requirements; therefore, staff recommends approval of the request for a Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to Condition A through G.

Conditions:

A. **That the alcohol serviceable area of the cocktail lounge shall be limited to approximately 3,600 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.**

B. **That the days and hours of alcoholic beverages sales and consumption shall be limited to:**

    Monday through Friday from 11:00 a.m. to 9:00 p.m.
    Saturday through Sunday from 12:00 p.m. (noon) to 5:00 p.m.

C. **That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.**

D. **That the establishment shall meet all requirements of the Fire Department and Code Administration.**

E. **That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.**

F. **That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on premises consumption to ensure that the conditions of this permit are satisfied.**

G. **That in accordance with Section 9.07.E.3 of the zoning ordinance, the restaurant shall be in operation within 120 days from the final adoption date of this ordinance.**

Letters of Objection:

As of September 8, 2021, staff has not received any letters of objections.

Attachments:

Floor Plan (Exhibit A)
Site Plan (Exhibit B)
Application
Maps

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 4,774-SQUARE FOOT PORTION OF LOT 1, BLOCK 1, MESA VERDE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NEELY AVENUE AND NORTH MIDLAND DRIVE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for a 4,774-square foot portion of Lot 1, Block 1, Mesa Verde Addition, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a cocktail lounge (the "Establishment") for on-premises consumption, together with the uses permitted in the present RR, Regional Retail District.

SECTION TWO. That the Property shall be subject to the following conditions and

restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 3,600 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday through Friday from 11:00 a.m. to 9:00 p.m.; and
Saturday and Sunday from 12:00 p.m. (noon) to 5:00 p.m.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

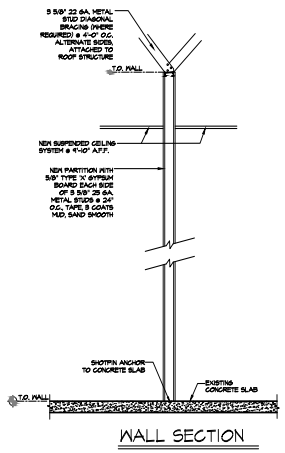
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

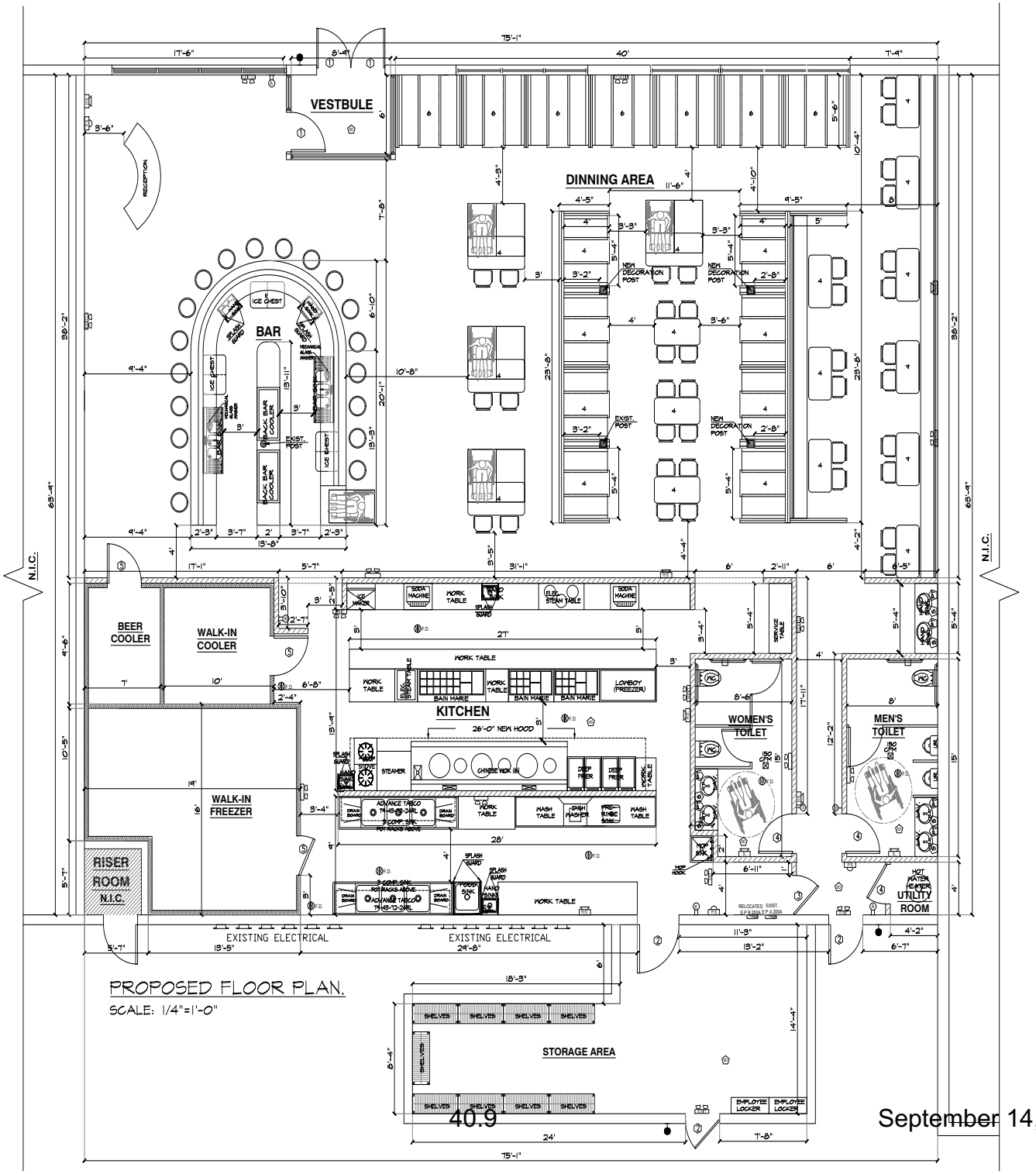
_____
John Ohnemiller, City Attorney

LEGEND	
SYMBOL	DESCRIPTION
	EXISTING WALL OR PARTITION TO REMAIN
	NEW 1 HR. PARTITION UL U404, 3 5/8" 25 GA. METAL STUDS @16" O.C. WITH 5/8" GYPSUM BOARD EACH SIDE TO 10'-6" A.F.F., TAPE, 3 COATS MUD, SAND SMOOTH, PAINT.
	EXISTING STOREFRONT TO REMAIN
	NEW PARTITION WITH 5/8" TYPE 'X' GYPSUM BOARD EACH SIDE OF 3 5/8" 25 GA. METAL STUDS @ 24" O.C.
	EXTERIOR DISCHARGE LIGHTING WITH BATTERY BACK-UP
	PORTABLE FIRE EXTINGUISHER, 10LB. TYPE K @48" A.F.F. MAX.
	ABC PORTABLE EXTINGUISHER, 10LB. @ 48" A.F.F. MAX.
	TACTILE SYMBOL
E.P.	ELECTRICAL PANEL
	EXIT SIGN WITH BATTERY BACKUP & EMERGENCY LIGHT, WIRE TO LOCAL LIGHTING CIRCUIT (EXISTING OR NEW)
	EMERGENCY LIGHT WITH BATTERY BACKUP, WIRE TO LOCAL LIGHTING CIRCUIT (EXISTING OR NEW)
HD	HEAT DETECTOR
SD	SMOKE DETECTOR
S	SOAP DISPENSER
P	RECESSED PAPER TOWEL DISPENSER & WASTE RECEPTACLE
F.D.	FLOOR DRAIN
F.S.	FIRE SUPPRESSION PULL STATION MOUNTED @ 44" A.F.F.
H.S.	HORN & STROBE
S	STROBE



WALL SECTION

SCALE: 1/2" = 1' - 0"



PROPOSED FLOOR PLAN.

SCALE: 1/4"=1'-0"

Frank D. Mileto AIA
Architect-Professional Planner
14 BEAVER BROOK DRIVE
LONG VALLEY, N.J. 07853
TEL: (908) 876-9400
FAX: (908) 876-9455

JD DESIGN ASSOCIATES INC.
2 ALLEN STREET, SUITE 4H, N.Y 10002
TEL: (212) 966-7828 FAX: (646) 863-5112

These drawings shall be used for the specific project location indicated within the Title Block, and shall not BE USED AT ANY OTHER LOCATION.

PROJECT :

PROPOSED RESTAURANT

2215 MIDLAND DR
MIDLAND, TX 79707

DISTRICT	SECTION	BLOCK	LOT

PRO. NO. : 04921

DATE	4/2/2021
SCALE	AS NOTED
DRWN BY	D.J
CHKD BY	

FLOOR PLAN & DETAILS

NO.	REVISIONS	DATE

SEAL & SIGNATURE :

REGISTERED ARCHITECT FRANK D. MILETO 18782 STATE OF TEXAS

REF. NO. : JD-02221

DWG NO. : A-1-0

MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: _____

Case Number: SUD-21-0111

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Hook and Reel Midland LLC		Phone (432 312-7210 Email LSingh@Ad.com	
Address 2215 N Midland Dr. ste 2A	City Midland	State TX	Zip 79707
Property Owner Printed Name: Gordon Mesa Verde, LLC		Phone (832) 900-2270 Email INFO@gordonpartners.com	
Address c/o Gordon Partners 4900 Woodway Dr #1125	City Houston	State TX	Zip 77056
Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name: Xu Shen		Phone (214 799-9838 Email Bangni@ymail.com	
Address 2037 Camelot Dr.	City Allen	State TX	Zip 75013

Street Address: 2215 N Midland Dr. #2A, Midland TX 79707

Business Name: Hook and Reel Cajun Seafood and Bar

Legal Description Lot: 1 Block: 1 Subdivision: Mesa Verde

Current Zoning: RR Regional Retail

Reason for Request: to sell alcohol

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Restaurant

Proposed/Current Days and Hours of Operation:
M - Su 11:00 am - 9:00 pm

Proposed Days and Hours of Alcohol Service:
M - F. 11:00 am - 9:00 pm. Sat Sun 12:00 - 5:00 pm

Total Square Footage of Business: 4,774 square feet

Square Footage of Alcohol Serviceable Area: 3600 square feet

Restroom Fixtures:	*Men*	**Toilets/Urinals:**	1	**Bathroom Sinks:**	1
	Women	**Toilets:**	1	**Bathroom Sinks:**	1

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature)	Date: 7/12/2021
Applicant (printed): Hook and Rod Midland LLC	
Property Owner (signature):	Date: 7/12/2021
Property Owner (printed): Gordon/Mesa Verde, LLC	

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared XING LIN who, being by me duly sworn, upon oath says: That (s)he is authorized by Gordon Mesa Verde, LLC the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 13 day of July, 2021, to certify which witness my hand and seal of office.

MIRNA A. GRANADOS
Notary Public, State of Texas
Comm. Expires 04-07-2024
Notary ID 130610784

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

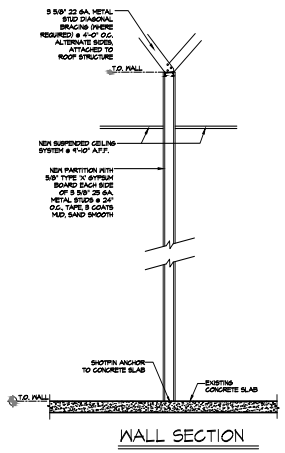
****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY	
☑ Property Owner Authorization	☑ Dimensioned Floor Plan
☑ Application Fee	☑ Site Plan
Check # 2176	☐ Plans in Digital Format (PDF/JPEG) ✓ missing will send later
Received By: KM	Date: JUL 13 2021

RECEIVED
BY: KM

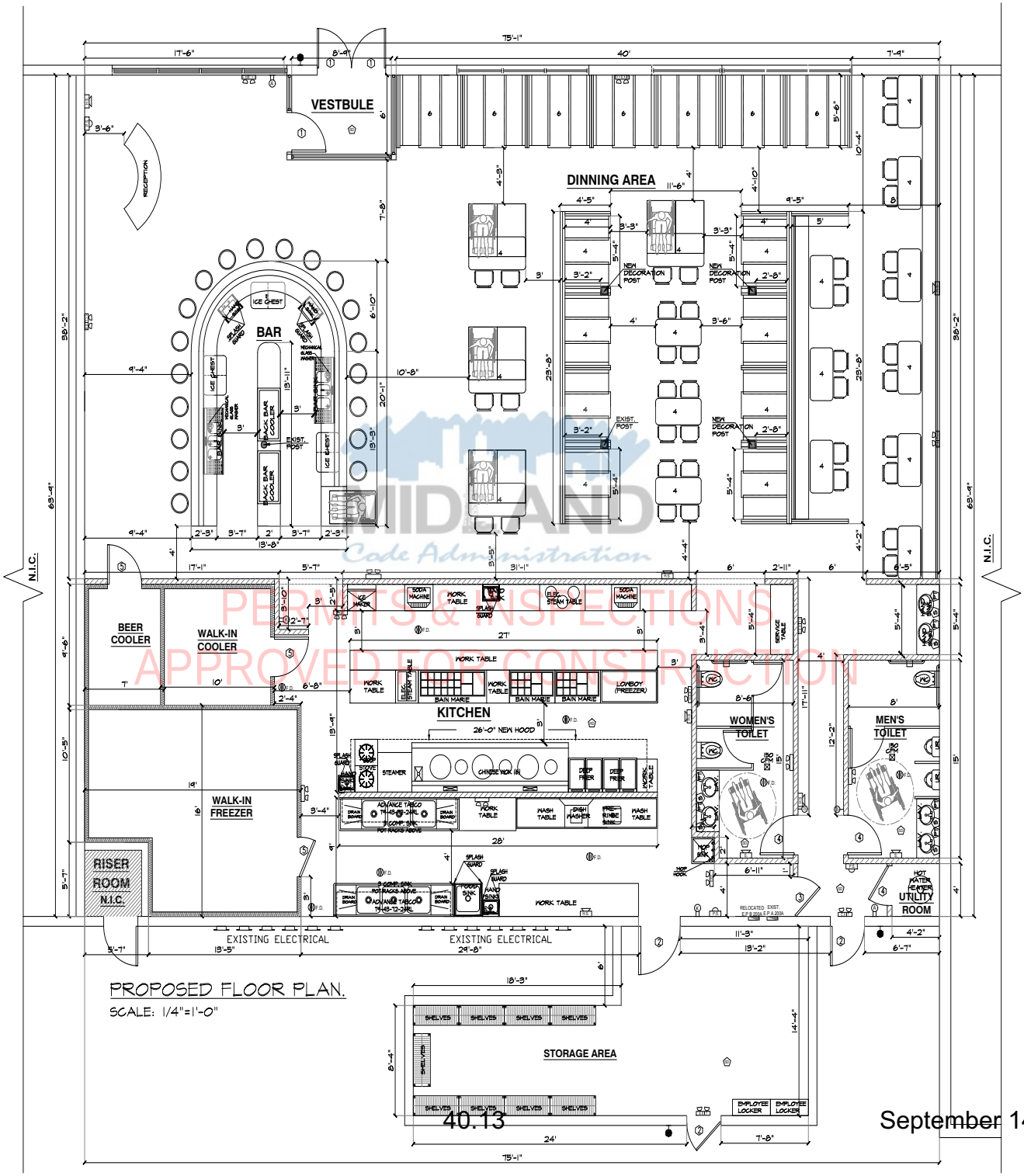
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LEGEND	
SYMBOL	DESCRIPTION
	EXISTING WALL OR PARTITION TO REMAIN
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F.D.	FLOOR DRAIN
F.S.	FIRE SUPPRESSION PULL STATION MOUNTED @ 44" A.F.F.
H.S.	HORN & STROBE
S	STROBE



WALL SECTION

SCALE: 1/2" = 1' - 0"



PROPOSED FLOOR PLAN.

SCALE: 1/4"=1'-0"

MIDLAND Code Administration
PERMITS & INSPECTIONS
APPROVED FOR CONSTRUCTION

Frank D. Mileto AIA
Architect-Professional Planner
14 BEAVER BROOK DRIVE
LONG VALLEY, N.J. 07853
TEL: (908) 876-9400
FAX: (908) 876-9455

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2 ALLEN STREET, SUITE 4H, N.Y 10002
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PROJECT :

PROPOSED RESTAURANT

2215 MIDLAND DR
MIDLAND, TX 79707

DISTRICT	SECTION	BLOCK	LOT

PRO. NO. : 04921

DATE	4/2/2021
SCALE	AS NOTED
DRWN BY	D.J
CHKD BY	

FLOOR PLAN & DETAILS

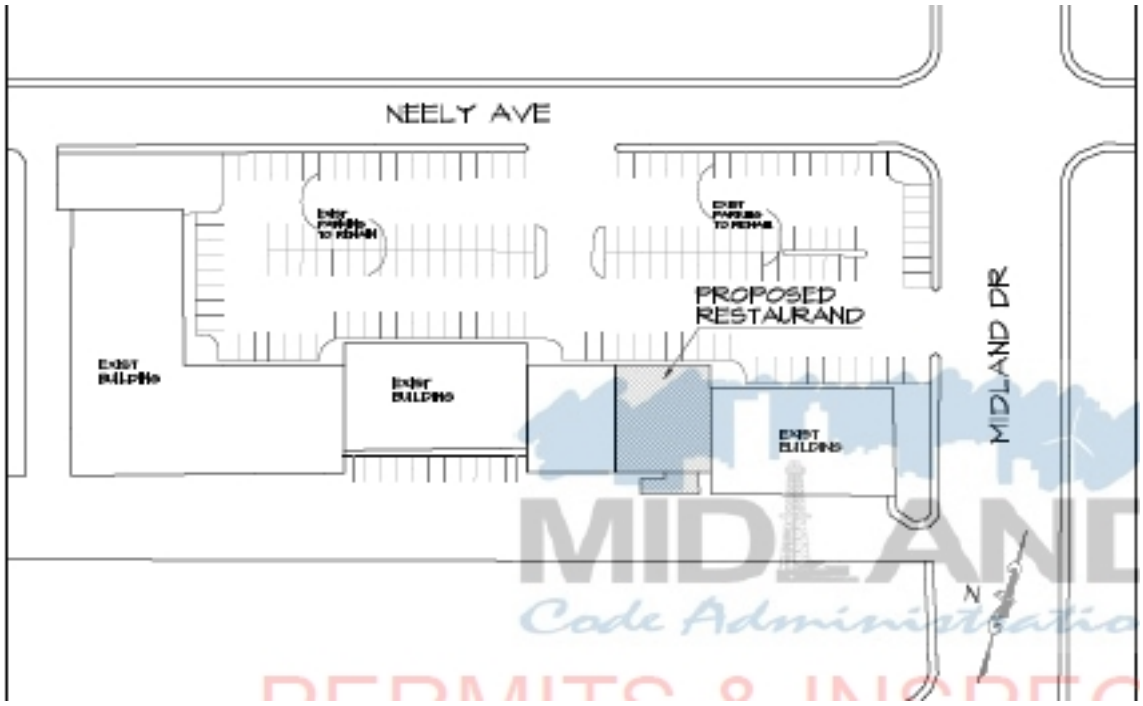
NO.	REVISIONS	DATE

SEAL & SIGNATURE :

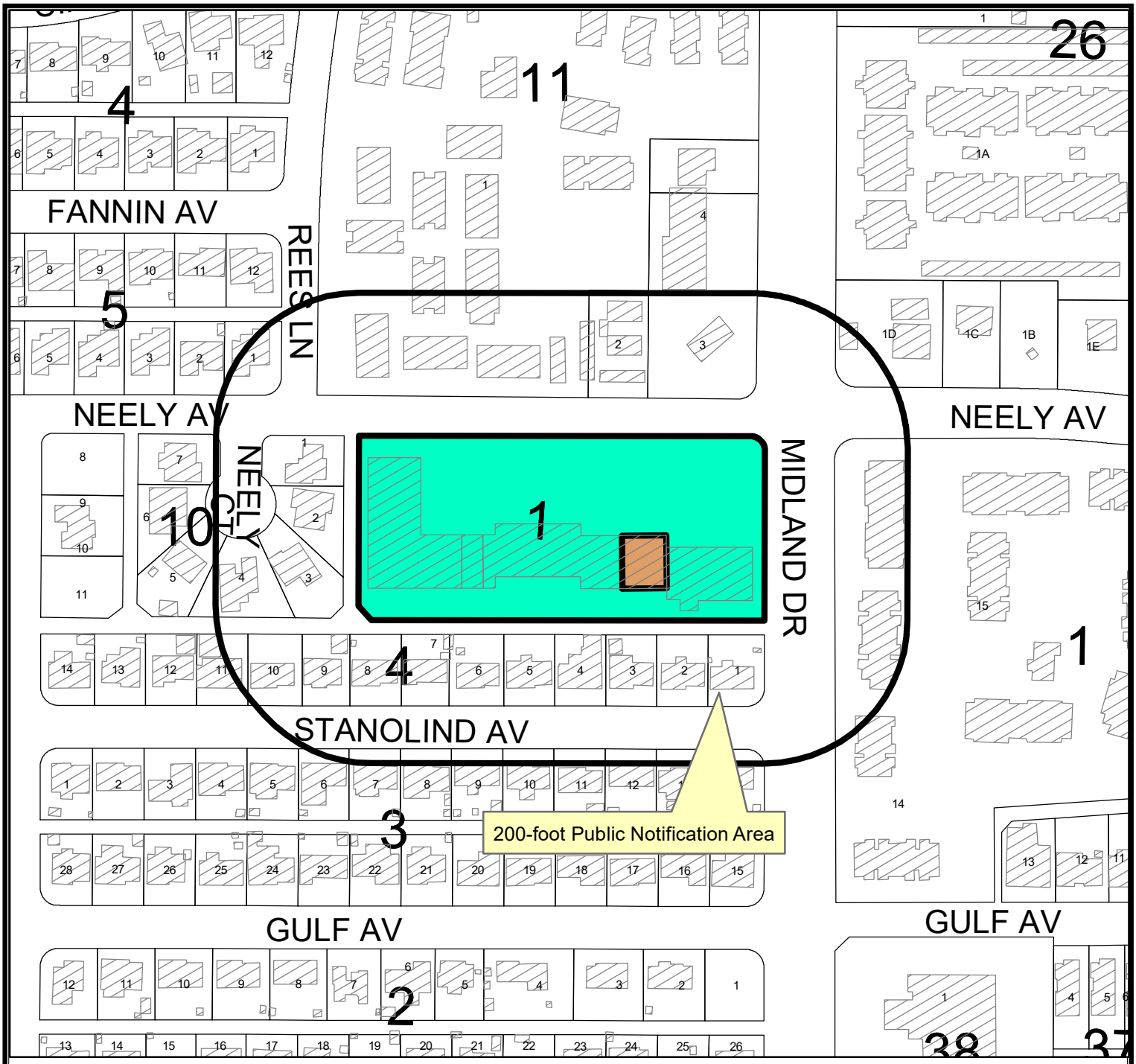
REGISTERED ARCHITECT FRANK D. MILETO 18782 STATE OF TEXAS

REF. NO. : JD-02221

DWG NO. : A-1-0



MIDLAND
Code Administratio
PERMITS & INSPEC



LOCATION MAP

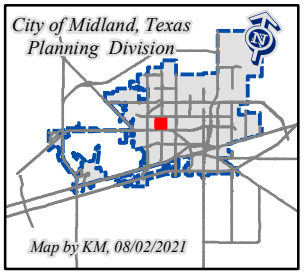
SUD-21-0111 **Scale: 1" = 200'**

Consider a request by Hook and Reel Midland LLC, for a Specific Use Designation with Term for the sale of all alcoholic beverages for on-premises consumption, in a restaurant, on a 4,774 square foot portion of Lot 1, Block 1, Mesa Verde, City and County of Midland, Texas.

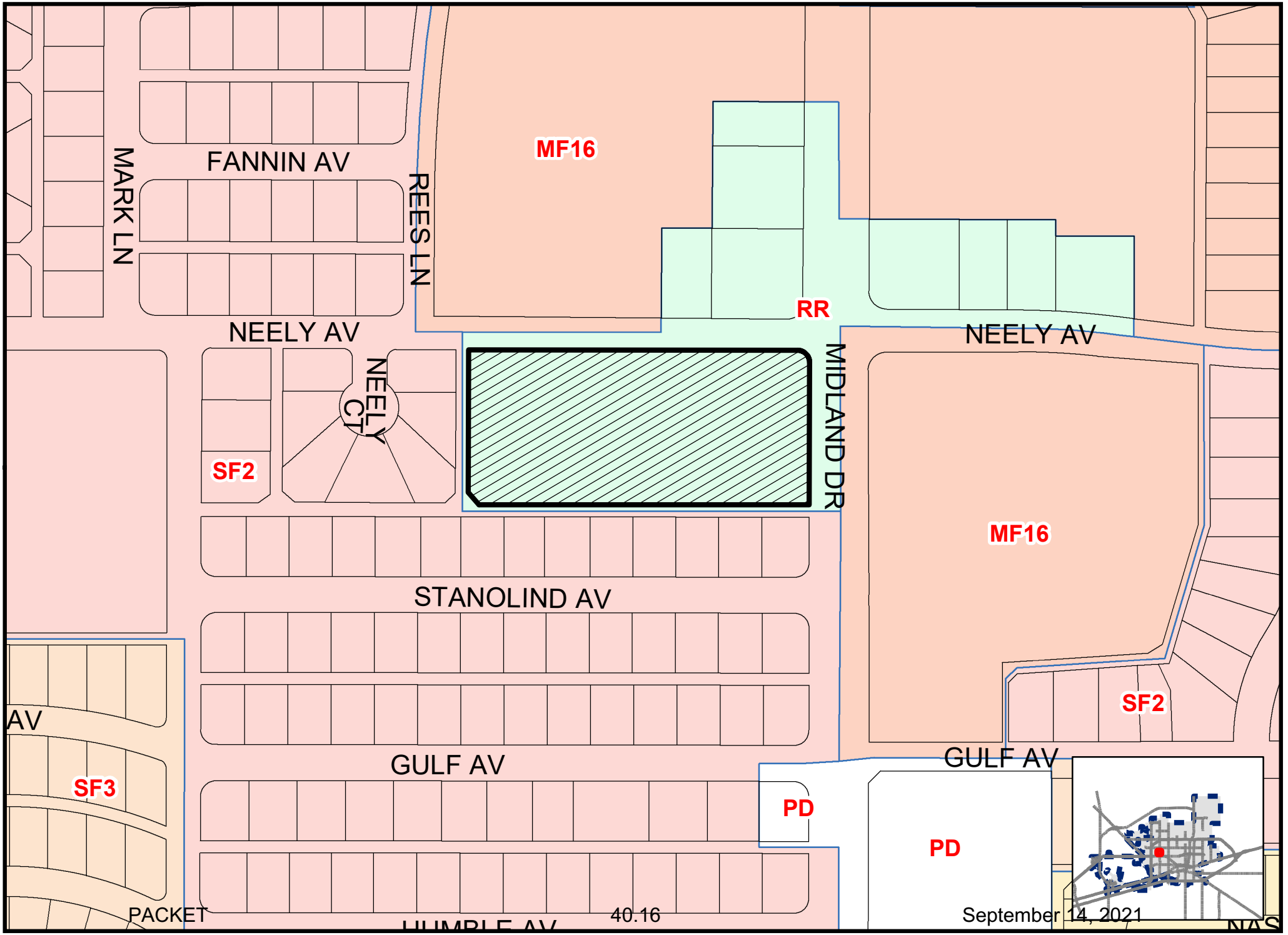
Generally located on the southwest corner of the intersection of Neely Avenue and N. Midland Drive. (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By KM, 07/26/2021

SUD-21-0111

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.




SHERWIN-WILLIAMS PAINTS


AVAILABLE
RESTAURANT SPACE
2,000 SF - 4,500 SF
(832) 937-5900
G
GORDON PARTNERS


SUPERCUTS
NAILS & SPA

City Council Meeting

Item Number: 41

Meeting Date: September 14, 2021

To: City Council / City Manager

From: Kelly Martinez, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,081-SQUARE FOOT PORTION OF BLOCK 64, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF WEST WALL STREET AND SOUTH COLORADO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A COCKTAIL LOUNGE FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Lee Sanchez, is requesting a Specific Use Designation with Term for the sale of all alcoholic beverages, for on premises consumption, in a cocktail lounge located in the basement of 303 W. Wall Street.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Current Zoning:

CB, Central Business District

Surrounding Zoning and Land Use:

The properties to the north, east, south, and west are all zoned CB, Central Business District and the locations of office buildings.

Discussion:

The applicant, Lee Sanchez, is requesting a Specific Use Designation to be able to sell all alcoholic beverages for on premises consumption, within a cocktail lounge. The property is zoned CB, Central Business District, which allows for the sale and on-premises consumption of alcoholic beverages with the approval of a Specific Use Designation.

SIP Haus is currently not in operation and does not have a specific use designation for the sale of all alcoholic beverages. The floor plan attached hereto as “Exhibit A” illustrates that the establishment will have a total square footage of 1,081 square feet, with an alcohol serviceable area of 850 square feet.

The proposed hours of operation are:

Monday through Sunday from 8:00 a.m. to 12:00 a.m. (midnight)

The applicant is requesting alcohol service hours as the following:

Monday through Sunday from 11:00 a.m. to 12:00 a.m. (midnight)

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public school, public school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property.

Engineering: (Approved)

No objections.

Fire: (Approved)

No objections.

Transportation: (Approved)

No objection to zone change.

Code Administration: (Approved)

No objection. Previous occupancy for the BOA Basement Cafe amounts to 46. If any construction is to occur, apply for the necessary permits.

Planning:

The request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, "Encourage the development of places where Midland residents can gather and socialize to build connections." (Tall City Tomorrow page 137) SIP Haus will create a vibrant atmosphere where residents can socialize and enjoy alcoholic beverages.

This request was approved at the August 16th, Planning and Zoning Commission meeting.

This request meets all requirements; therefore, staff recommends approval of the request for a Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a cocktail lounge, subject to Condition A through G.

Conditions:

A. **That the alcohol serviceable area of the cocktail lounge shall be limited to approximately 850 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.**

B. **That the days and hours of alcoholic beverages sales and consumption shall be limited to:**

Monday through Sunday from 11:00 a.m. to 12:00 a.m. (midnight)

C. **That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.**

D. **That the establishment shall meet all requirements of the Fire Department and Code Administration.**

E. **That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.**

F. **That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on premises consumption to ensure that the conditions of this permit are satisfied.**

G. **That in accordance with Section 9.07.E.3 of the zoning ordinance, the restaurant shall be in operation within 120 days from the final adoption date of this ordinance.**

Letters of Objection:

As of September 8, 2021, staff has not received any letters of objections.

Attachments:

Floor Plan (Exhibit A)
Application
Maps

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,081-SQUARE FOOT PORTION OF BLOCK 64, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF WEST WALL STREET AND SOUTH COLORADO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A COCKTAIL LOUNGE FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for a 1,081-square foot portion of Block 64, Original Town Addition, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a cocktail lounge (the "Establishment") for on-premises consumption, together with the uses permitted in the present CB, Central Business District.

SECTION TWO. That the Property shall be subject to the following conditions and

restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 850 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

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E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland,

Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

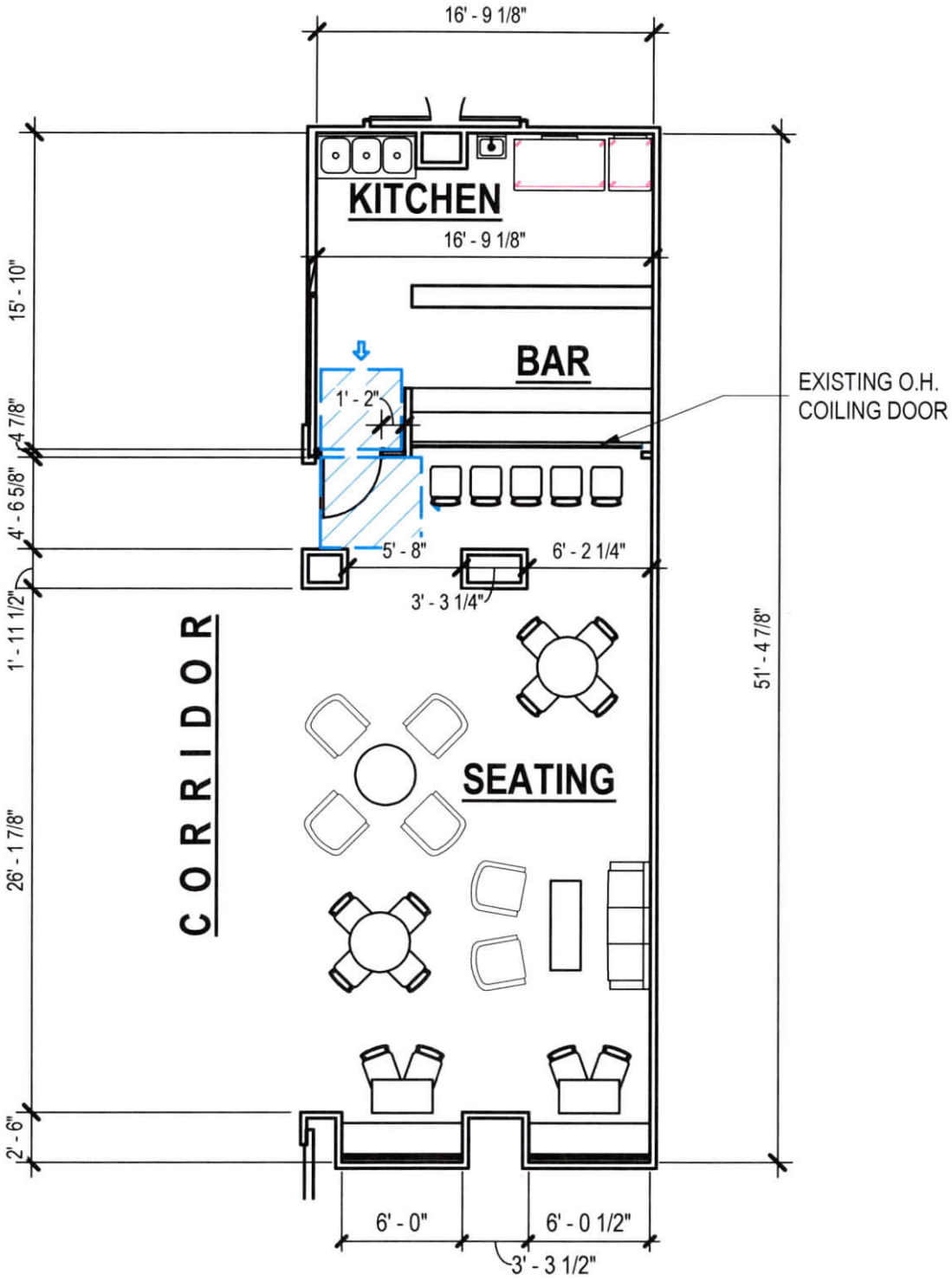
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"



FLOOR PLAN - BASEMENT CAFE

1/8" = 1'-0"

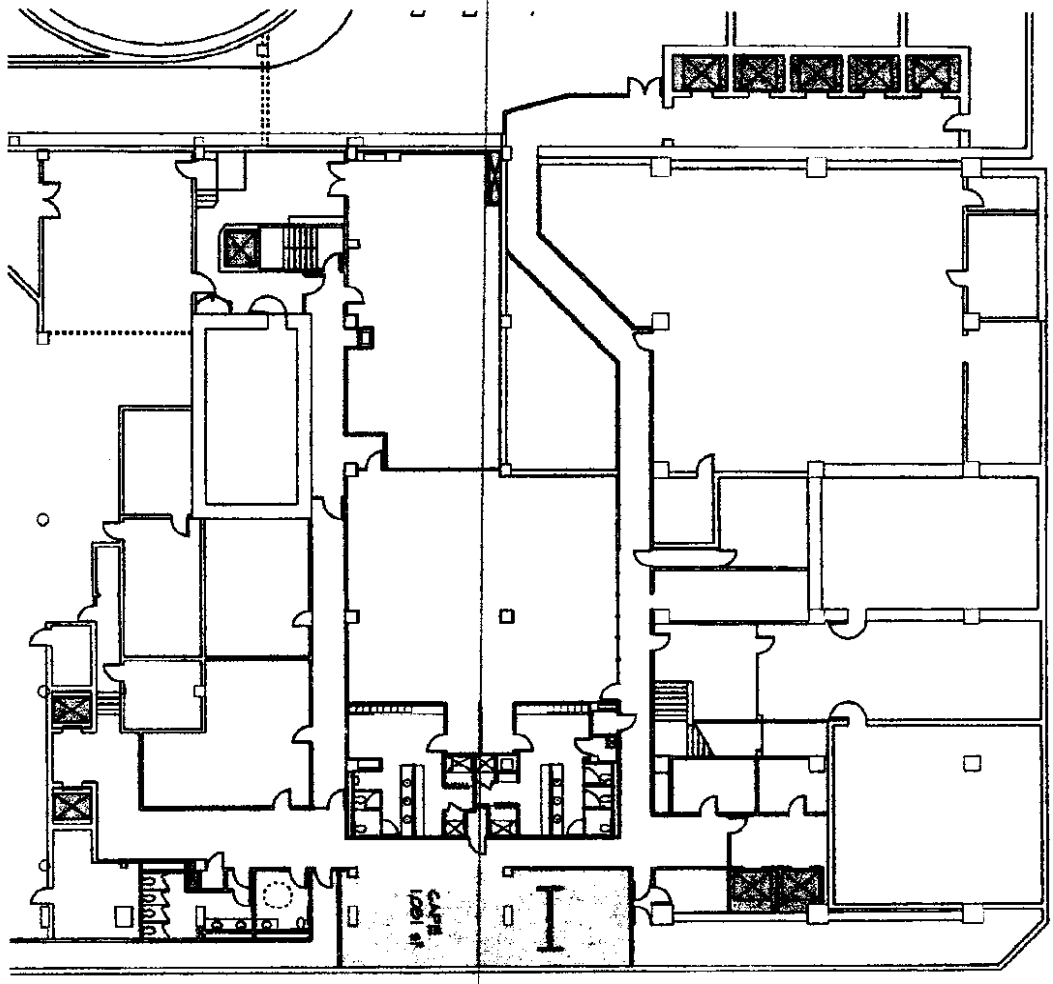
VANDERGRIFF GROUP
ARCHITECTS • PC
312 N. BIG SPRING SUITE 100 (432)687-0781 MIDLAND, TEXAS

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EXHIBIT "A" (cont'd)

Restroom location

LOWER LEVEL FLOOR PLAN



Restrooms

BOA LL | BANK OF AMERICA LOWER LEVEL PLAN SCALE: 1/32" = 1'-0" | 14101 | BOA MIDLAND AQUISITION | EDMONDS International USA

MIDLAND Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: SUD-21-0112

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Lee Sanchez		Phone (432) 853-5659 Email Lee@sculpt-haus.com	
Address: 5105 King Richards Row	City: Midland	State: TX	Zip: 79707
Property Owner Printed Name: Franklin Mountain Permian II LP Jamil Gallagher		Phone (915) 504-7087 Email Jgallagher@FMMEP.com	
Address: 201 E Main St 1615	City: El Paso	State: TX	Zip: 79901
Representative *(if different from Applicant or Property Owner)* Firm: Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 303 W Wall ST 90 (Basement) Midland TX 79701

Business Name: Sip Haus LLC

Legal Description
Lot: 13-18 Block: 64 Subdivision:

Current Zoning: Commercial

Reason for Request: Cocktail Lounge / TABC licensurse

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Cocktail Lounge

Proposed/Current Days and Hours of Operation: ~~Tuesday~~ Monday - Sunday 8a - Midnight

Proposed Days and Hours of Alcohol Service: Tues - Sunday 4pm - 12am ~~Saturday/Sunday 12pm - 5pm~~ Mon-Sun 11am - midnight ↑updated hours

Total Square Footage of Business: 1081

Square Footage of Alcohol Serviceable Area: 850

Restroom Fixtures: *Men*	**Toilets/Urinals:**	1 / Ø	**Bathroom Sinks:**
Women	**Toilets:**		**Bathroom Sinks:**

1 unisex restroom ADA Compliant - 1 sink 1 toilet in common area.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature):		Date: 7/1/2021
Applicant (printed): Lee Sanchez	DocuSigned by:	
Property Owner (signature):	Jamie Gallagher 5227DE9206CC43D...	Date: 7/1/2021
Property Owner (printed): Jamie Gallagher		

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Lee Sanchez who, being by me duly sworn, upon oath says: That (s)he is authorized by Jamie Gallagher the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 1st day of July, 2021, to certify which witness my hand and seal of office.

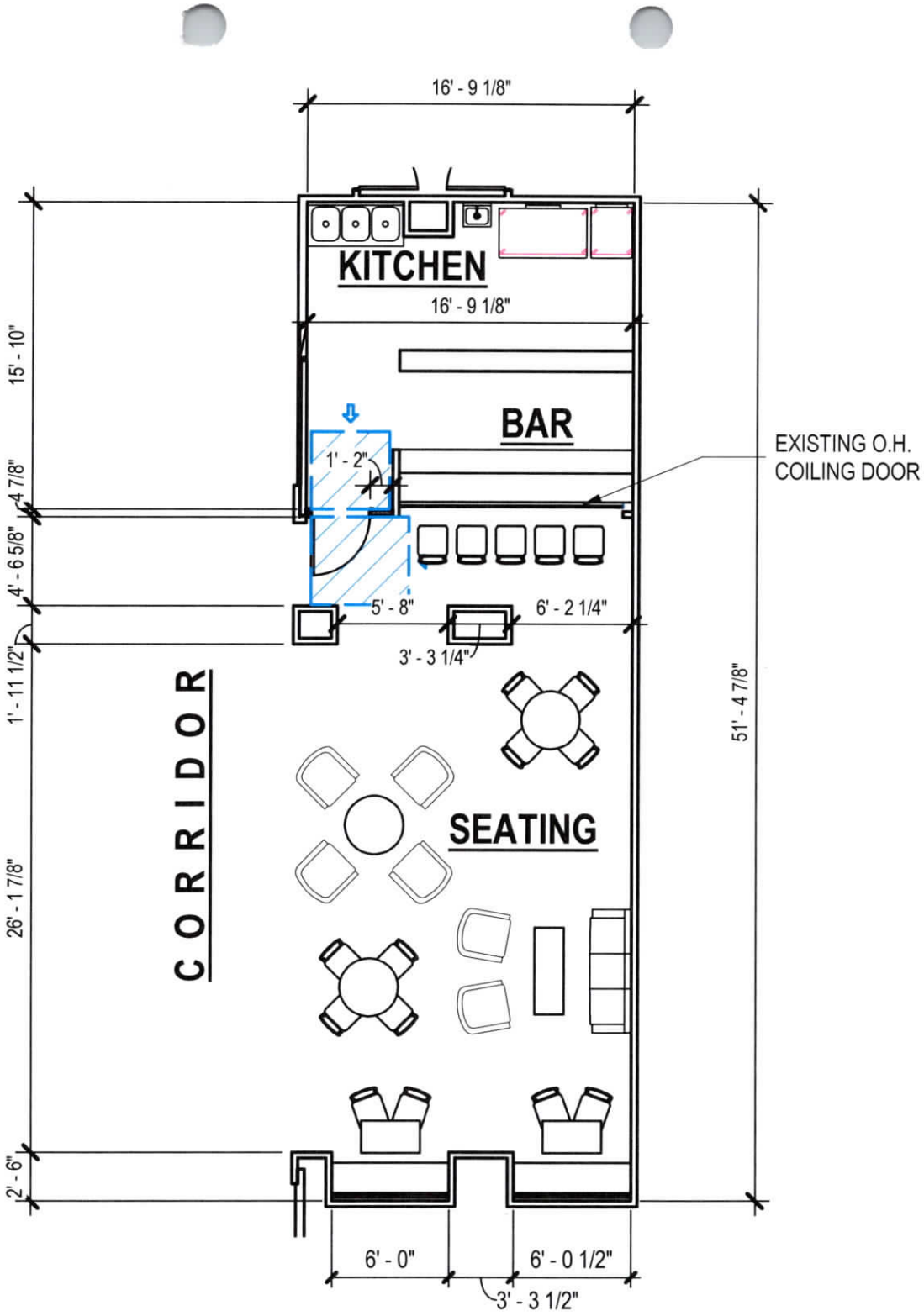
PIPPI G ESPINOZA
Notary ID #130125755
My Commission Expires
February 20, 2023

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY	
☐ Property Owner Authorization	☑ Dimensioned Floor Plan
☑ Application Fee	☑ Site Plan
Check # Credit Card	☑ Plans in Digital Format (PDF/JPEG)
Received By: Emailed	Date: 7/29/21

****Application will not be considered for scheduling until reviewed by a planner.****



FLOOR PLAN - BASEMENT CAFE

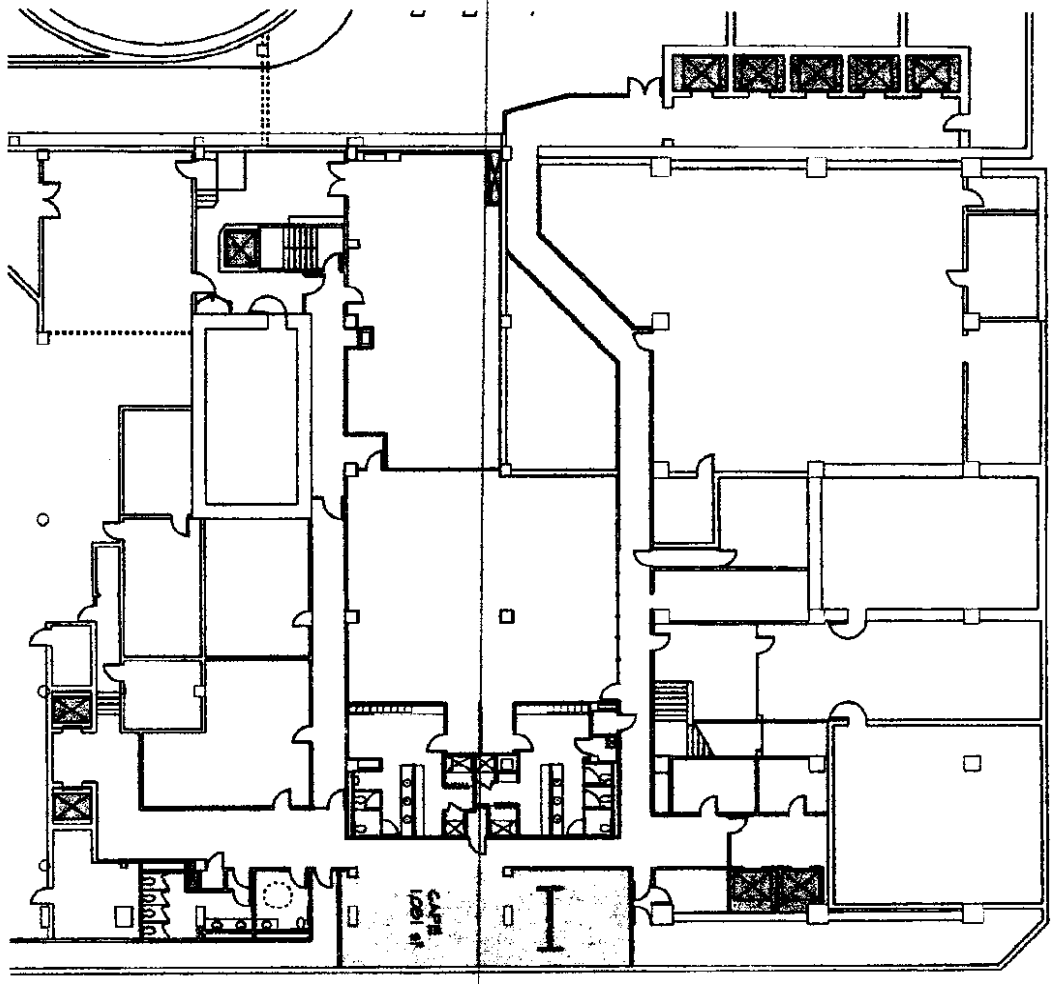
1/8" = 1'-0"

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ARCHITECTS • PC
312 N. BIG SPRING SUITE 100 (432)687-0781 MIDLAND, TEXAS

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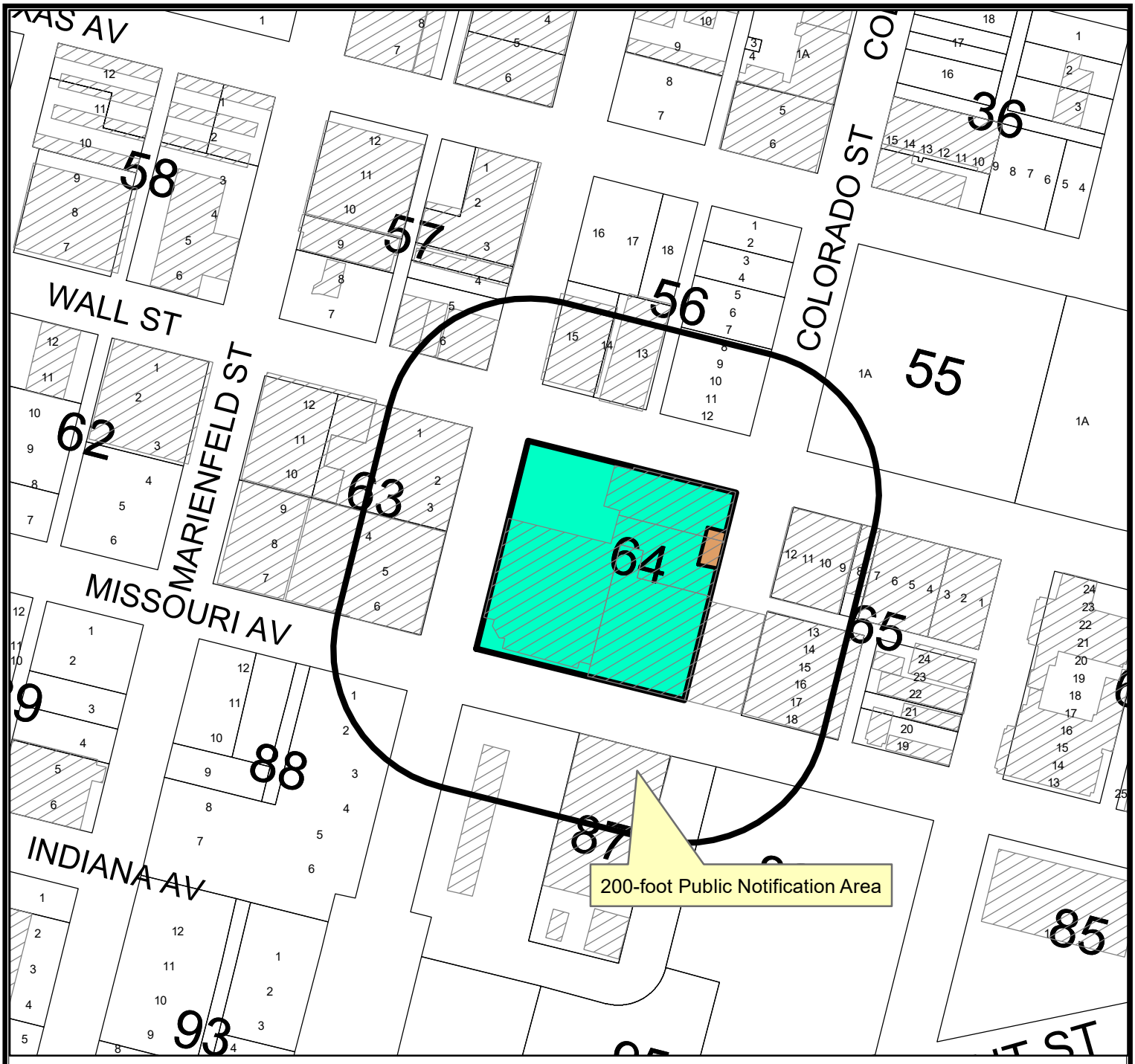
Restroom location

LOWER LEVEL FLOOR PLAN



Restrooms

BOA LL	BANK OF AMERICA LOWER LEVEL PLAN SCALE: 1/32" = 1'-0"	14107	BOA MIDLAND AQUISITION	EDMONDS International USA



LOCATION MAP

SUD-21-0112 **Scale: 1" = 200'**

Consider a request by Lee Sanchez for a Specific Use Designation with Term for the sale of all alcoholic beverages for on-premises consumption, in a cocktail lounge, on a 1,081 square foot portion of all Block 64, Original Town, City and County of Midland, Texas.

Generally located on the southwest corner of W. Wall Street and S. Colorado Street. (Council District 2)

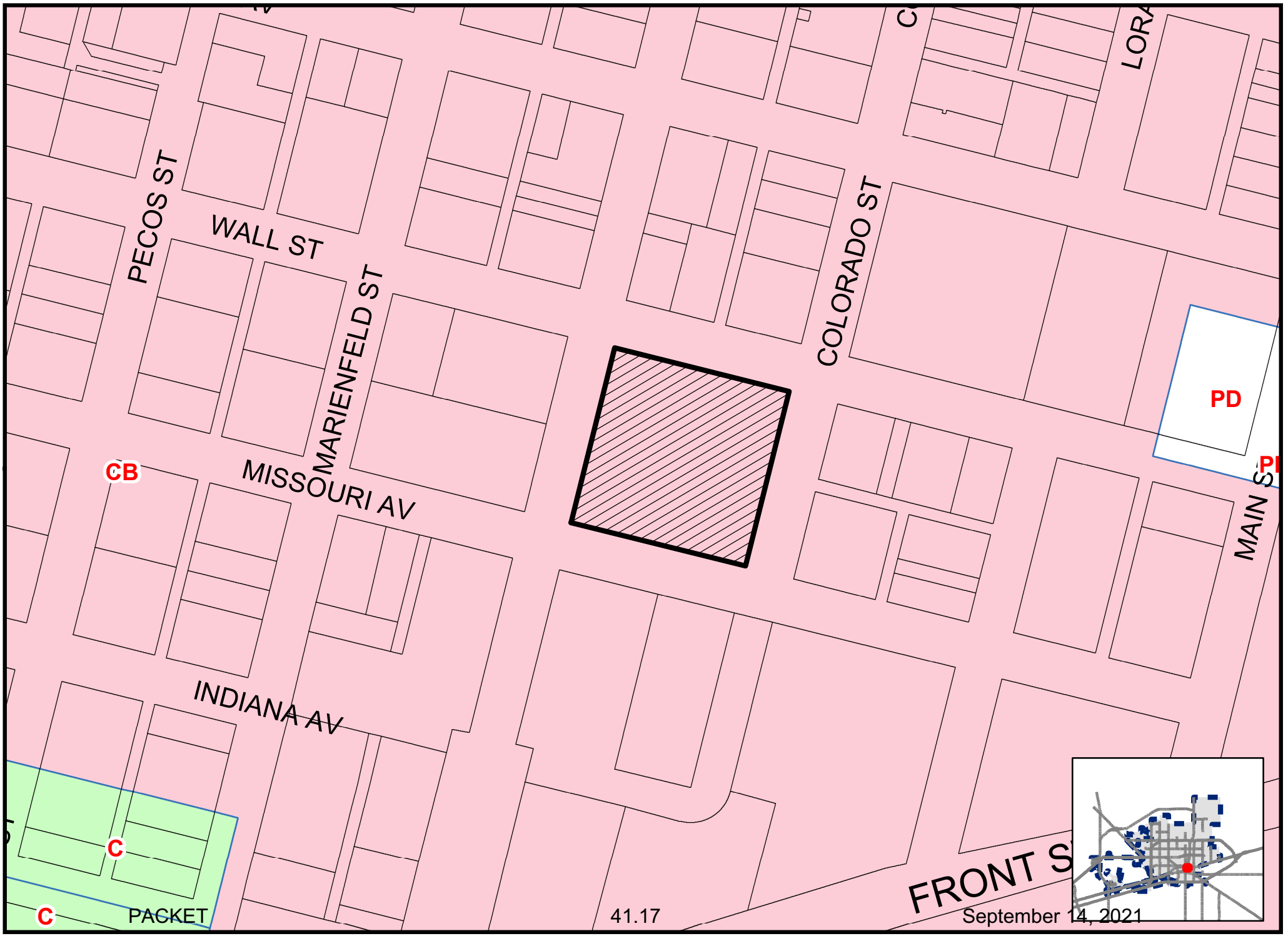
L E G E N D

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR ITS NATURE IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

September 14, 2021



Map By KM, 08/03/2021

SUD-21-0112

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.


COLORADO ST
CENTENNIAL PARK


MIDLAND
CHAMBER
OF COMMERCE
303 WEST WALL





City Council Meeting

Item Number: 42

Meeting Date: September 14, 2021

To: City Council / City Manager

From: Valerie A. Sherman, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 1, RUCKUS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM TH, TOWNHOUSE (ATTACHED) DWELLING DISTRICT, IN PART, SF-2, SINGLE-FAMILY DWELLING DISTRICT, IN PART, SF-3, SINGLE-FAMILY DWELLING DISTRICT, IN PART, MF-16, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART, AND PD, PLANNED DISTRICT FOR A HOUSING DEVELOPMENT, IN PART, TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF FAIRGROUNDS ROAD, APPROXIMATELY 1,899 FEET SOUTH OF EAST LOOP 250 NORTH); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Barbara French, is requesting a zone change from TH, Townhouse (Attached) Dwelling District in part; SF-2, Single-Family Dwelling District in part; SF-3, Single-Family Dwelling District in part; MF-16, Multiple-Family Dwelling District in part; and PD, Planned District for a Housing Development in part; to RR, Regional Retail District, in order to obtain a Specific Use Designation Permit Without Term, to allow for future development of the Lone Star Animal Sanctuary facilities.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Discussion:

Current Zoning:

TH, Townhouse (Attached) Dwelling District in part; SF-2, Single-Family Dwelling District in part; SF-3, Single-Family Dwelling District in part; MF-16, Multiple-Family Dwelling District in part; and PD, Planned District for a Housing Development in part.

Surrounding Zoning and Land Use:

The properties to the north are zoned MF-16, Multiple-Family Dwelling District, and the location of a residence, and PD, Planned District for a Housing Development, and the location of vacant land. The property to the east is zoned SF-2, Single-Family Dwelling District, and the location of vacant land. The properties to the south are zoned SF-2, Single-Family Dwelling District, and MF-16, Multiple-Family Dwelling District, and the location of vacant land. The property to the west across N. Fairgrounds Road is zoned SF-1, Single-Family Dwelling District, and the location of a golf course.

Analysis:

The applicant, Barbara French, is requesting a zone change to RR, Regional Retail District, in order to obtain a permit, to allow for future development of Lone Star Animal Sanctuary facilities. A kennel is allowed in the RR, Regional Retail District with a Specific Use Designation Permit, according to the Midland City code (11-1-1-(B)-19).

Per the previous zoning ordinance, kennels were allowed within this zoning district with an approved SUD without term. As of July 1, 2019, the new zoning ordinance does not allow the use of kennels within the TH, Townhouse (Attached) Dwelling District in part; SF-2, Single-Family Dwelling District in part; SF-3, Single-Family Dwelling District in part; MF-16, Multiple-Family Dwelling District in part; and PD, Planned District for a Housing Development in part. Changing the zoning of this property to RR, Single Regional Retail District, will bring this lot into conformance with the current zoning ordinance and allow for the future expansion.

This proposed project has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Engineering: (Approved)

No objection to zone change
Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Fire: (Approved)

No objections to zone change.

Oil and Gas: (Approved)

No oil and gas issues.

Planning:

This proposed development fits with Chapter 3, An Integrated Land Use Vision, “Future Land Use Map” of the Tall City Tomorrow comprehensive plan as this area is called for Urban Low. This designation calls for a mix of relatively low-density housing and easily accessed neighborhood commercial services. Compatibility will be achieved through gradual increases of intensity transitioning from one land use to another. Therefore, the future expansion of Lone Star Sanctuary for animals at this location is in conformance with the recommendations of the Tall City Tomorrow plan as it provides for the integration of uses.

This request has circulated to and reviewed by all pertinent City departments for internal review and has received no objections.

This request has been recommended for approval at the August 16, 2021 Planning and Zoning Commission meeting.

Staff recommends approval of the zone change from TH, Townhouse (Attached) Dwelling District in part; SF-2, Single-Family Dwelling District in part; SF-3, Single-Family Dwelling District in part; MF-16, Multiple-Family Dwelling District in part; and PD, Planned District for a Housing Development in part; to RR, Regional Retail District, subject to condition A.

Conditions:

A. That the use and development of this property shall conform to the regulations of the RR, Regional Retail District.

Letters of Objection:

Staff has not received any objections as of September 9, 2021.

Attachments:

Site Plan (Exhibit A)
Application
Maps

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 1, RUCKUS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM TH, TOWNHOUSE (ATTACHED) DWELLING DISTRICT, IN PART, SF-2, SINGLE-FAMILY DWELLING DISTRICT, IN PART, SF-3, SINGLE-FAMILY DWELLING DISTRICT, IN PART, MF-16, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART, AND PD, PLANNED DISTRICT FOR A HOUSING DEVELOPMENT, IN PART, TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF FAIRGROUNDS ROAD, APPROXIMATELY 1,899 FEET SOUTH OF EAST LOOP 250 NORTH); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 1, Block 1, Ruckus Addition, City and County of Midland, Texas (the "Property") to RR, Regional Retail District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from TH, Townhouse (Attached) Dwelling District, in part, SF-2, Single-Family Dwelling District, in part, SF-3, Single-Family Dwelling District, in part, MF-16, Multiple-Family Dwelling District, in part, and PD, Planned District for a Housing Development, in part, to RR, Regional Retail District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are

used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the

following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: Z-21-0250

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Barbara French		Phone (432) 352-8287 Email lssfa4200@gmail.com	
Address 5512 Carmel Ct	City Midland	State TX	Zip 79707

Property Owner Printed Name: Dolores L. McCall		Phone (432) 682-5662 Email doloresmccall@dlmccall.com	
Address 2608 W Dengar	City Midland	State TX	Zip 79705

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 4200 N Fairgrounds Road

Legal Description
Lot: Block: Subdivision: Ruckus Addition

Current Zoning: None

Proposed Zone: Regional Retail
(List by tracts if more than one district is requested)

Reason for Zone Change Request: To build and improve facilities at Lone Star Sanctuary for Animals, a no-kill animal shelter for dogs and cats.

Present Use of Property: _____

Proposed Use of Property: To house and care for Midland's homeless animals until they can be placed in permanent loving homes.

How would this zone change affect the public health, safety and welfare? Would enable Lone Star to provide adequate housing and facilities for their staff and animals, and help relieve the burden of Midland Animal Control.

Describe how conditions affecting the property have changed since present zoning designation: No change. Property is undeveloped.

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature): Barbara French	Date: 7-6-21
Applicant (printed): BARBARA FRENCH	
Property Owner (signature): Dolores L. McCall	Date: 7-6-21
Property Owner (printed) : DOLORES L. McCALL	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear BARBARA FRENCH who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by Dolores L. McCall, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Barbara French
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 6th day of July, 2021, to certify which witness my hand and seal of office.

Walter Chandler Tate

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

NOTARY PUBLIC STATE OF TEXAS
Walter Chandler Tate
My Commission Expires
01/30/2023
ID No. 131872990

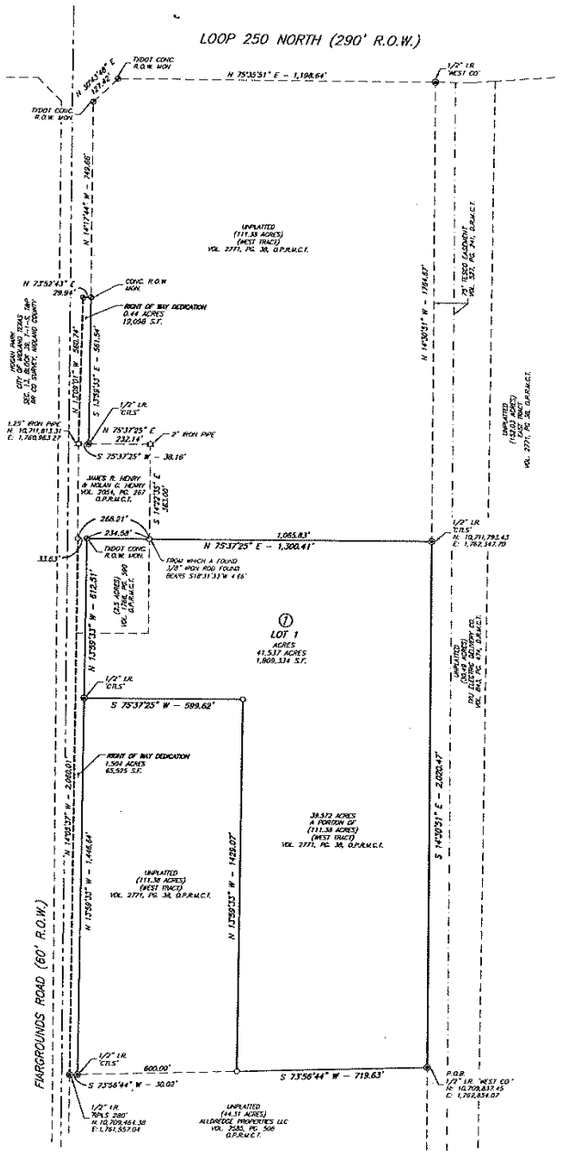
FOR OFFICE USE ONLY

☑ Property Owner Authorization	☐ Dimensioned Site Plan N/A
☑ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check # 4395	
Received By: Joseph Maynard	Date: RECEIVED JUL 14 2021 BY:

****Application will not be considered for scheduling until reviewed by a planner.****

RUCKUS ADDITION

BEING A 41.537 ACRE TRACT OUT OF OF THE WEST/2 OF SECTION 30, BLOCK 38, T-1-S, T&P RAILROAD COMPANY SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS.



GRID

BEARINGS, DISTANCES, COORDINATES AND ACREAGE SHOWN HEREON ARE GRID, NAD83(CORS96), TEXAS CENTRAL ZONE (4203), US FEET.

LEGEND

⊕	FOUND IRON ROD AS NOTED
○	FOUND IRON PIPE AS NOTED
⊗	FOUND TXDOT CONCRETE R.O.W. MONUMENT
○	1/2 INCH IRON REBAR W/ PLASTIC CAP MARKED "JFW FIRM #100133-00"
	PROPERTY BOUNDARY LINE
	NEW LOT LINE
	EXISTING EASEMENT LINE
	TRACT LOT LINE
	SECTION LINE
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS MIDLAND COUNTY TEXAS
D.R.M.C.T.	DEED RECORDS MIDLAND COUNTY TEXAS
(ACRES/TRACT)	RECORD CALL

UTILITY COMPANY'S CERTIFICATE
This plat has been checked for accessibility of utilities.

	MARK Lietz
	Marsha Auchando
	Luis Mendez
	Eric Bullock
	Mike Tope
	Jeffrey D. Henderson

NOTES:
1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
2. APPROVAL OF A SITE PLAN BY THE CITY OF MIDLAND MAY BE REQUIRED BEFORE THE DEVELOPMENT OF ANY LOT AND BEFORE A BUILDING PERMIT MAY BE OBTAINED.
3. BEARINGS, DISTANCES AND ACREAGE SHOWN HEREON ARE NAD83 (CORS96), LAMBERT GRID AND CONFORM TO THE TEXAS COORDINATE SYSTEM, "TEXAS CENTRAL ZONE". UTILIZING NGS GEOID SOLUTION, COMBINED SCALE FACTOR = 0.99988439.

OWNER'S CERTIFICATE

THE STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS L. Dolores L. McCall, am the record owner of a 39.572 acre tract of land situated in the W/2 of Section 30, Block 38, T-1-S, T&P Railroad Company Survey, County of Midland.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That I, DOLORES L. MCCALL, being the owner of the land shown on this plat designated as RUCKUS ADDITION, an Addition to the City of Midland, Midland County, Texas and whose name is subscribed hereto, do hereby dedicate to the public use forever the streets, alleys, and easements shown hereon, and do hereby give an easement of ingress and egress to the City of Midland for garbage and trash collection, and location and maintenance of trash containers and access thereto, and condition said easement that no construction shall commence on any lot or lots until the exact location of said containers therewith have been selected and approved by the Director of Utilities.

WITNESS my hand at Midland, Texas, this
the 31st day of March, 2016.
By: DOLORES L. MCCALL

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared DOLORES L. MCCALL, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he was acting as owner, and that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated. Given under my hand and seal of office this
the 31st day of March, 2016.
NOTARY PUBLIC, STATE OF TEXAS

PALADIN MCCABA
Notary Public, State of Texas
Comm. Expires 06-26-2019
Notary ID 130341158

OWNER'S CERTIFICATE

THE STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS Lone Star Sanctuary for Animals, Inc., the record owner of a 2.5 acre tract of land situated in the W/2 of Section 30, Block 38, T-1-S, T&P Railroad Company Survey, County of Midland.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That I, DOLORES L. MCCALL, being the authorized representative of Lone Star Sanctuary for Animals, Inc. of the land shown on this plat designated as RUCKUS ADDITION, an Addition to the City of Midland, Midland County, Texas and whose name is subscribed hereto, do hereby dedicate to the public use forever the streets, alleys, and easements shown hereon, and do hereby give an easement of ingress and egress to the City of Midland for garbage and trash collection, and location and maintenance of trash containers and access thereto, and condition said easement that no construction shall commence on any lot or lots until the exact location of said containers therewith have been selected and approved by the Director of Utilities.

WITNESS my hand at Midland, Texas, this
the 31st day of March, 2016.
By: DOLORES L. MCCALL, AUTHORIZED REPRESENTATIVE LONE STAR SANCTUARY FOR ANIMALS, INC.

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared DOLORES L. MCCALL, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he was acting as owner, and that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated. Given under my hand and seal of office this
the 31st day of March, 2016.
NOTARY PUBLIC, STATE OF TEXAS

PALADIN MCCABA
Notary Public, State of Texas
Comm. Expires 06-26-2019
Notary ID 130341158

CERTIFICATE OF APPROVAL

This is to certify that the above and foregoing plat of "RUCKUS ADDITION", was approved by proper action of the City Planning and Zoning Commission of the City of Midland, Texas on this 19th day of October, 2016.

JANE WOLF, CHAIRMAN

JESSICA CARPENTER, SECRETARY

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

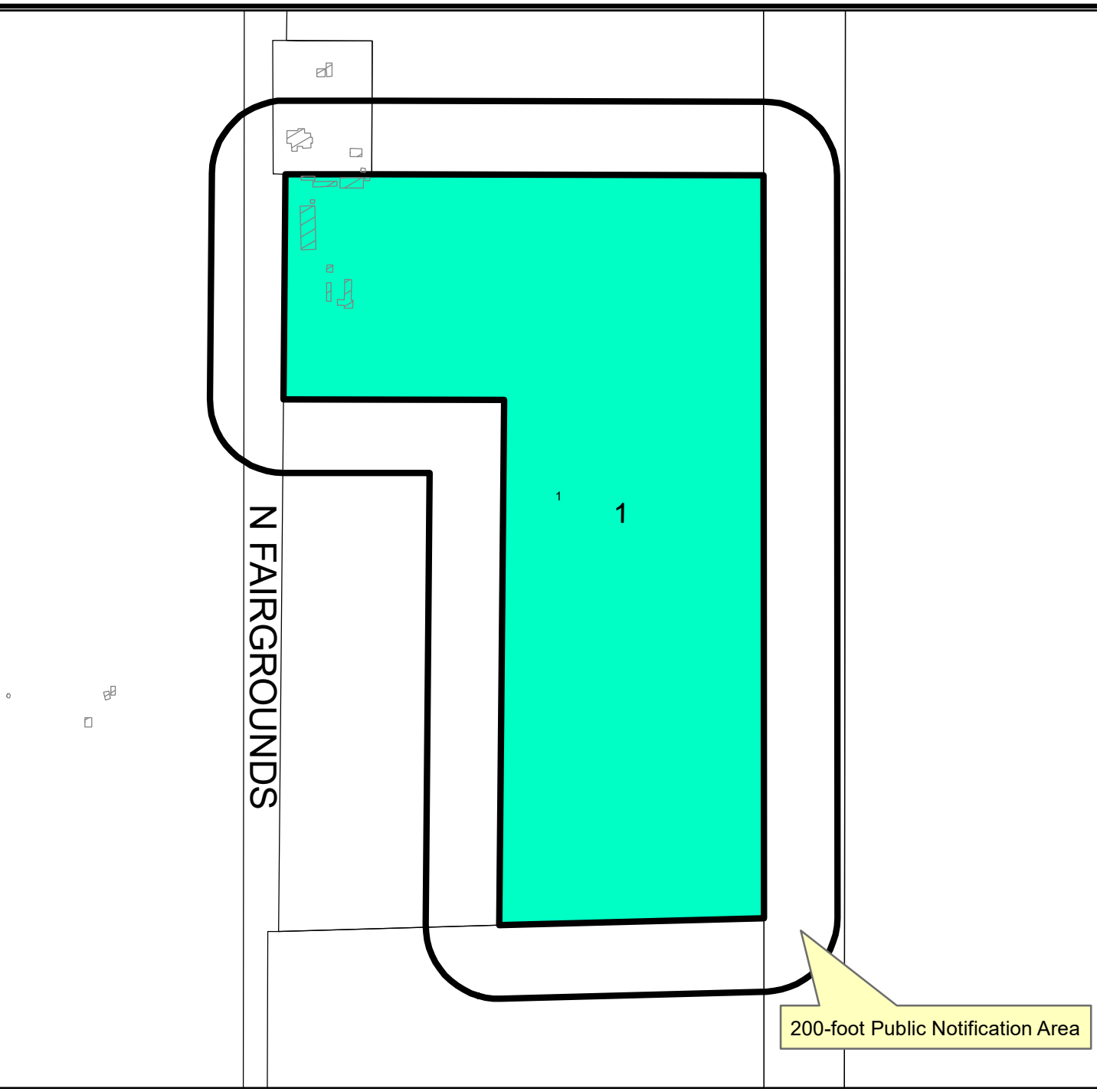
That I, Phillip J. Sublett, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this plat was prepared from an actual and accurate survey of the land and that the corner monuments shown hereon were properly located under my personal supervision, in accordance with the Subdivision Regulations of the City of Midland, Texas.

Phillip J. Sublett, R.P.L.S.
Registration Number - 5455

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS
NO. 2016-13309 CABINET J
DATE 5-12-2016 PAGE 132

John F. Watson & Company
LAND & DEVELOPMENT SERVICES
PROFESSIONAL LAND SURVEYORS
200 N. Loraine, Suite 220, Midland, Texas 79701
T.B.P.E.F.Nol 10,193.00
ph: (432) 520-3400
fax: (432) 520-2494
www.watsonsurvey.com
Your Future Is Responsible Development
JOB NO.: 13-02052 FIELD BOOK 277/17
DRAFT _____ REV. _____

RUCKUS ADDITION



LOCATION MAP

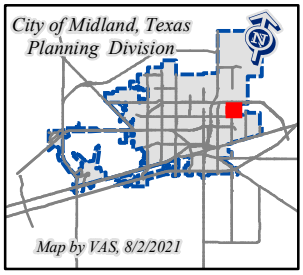
Z-21-0250 **Scale: 1" = 400'**

Consider a request by Barbara French for a zone change from TH, Townhouse (Attached) Dwelling District in part; SF-2, Single-Family Dwelling District in part; SF-3, Single-Family Dwelling District in part; MF-16, Multiple-Family Dwelling District in part; and PD, Planned District for a Housing Development in part; to RR, Regional Retail District, on Lot 1, Block 1, Ruckus Addition, City and County of Midland, Texas.

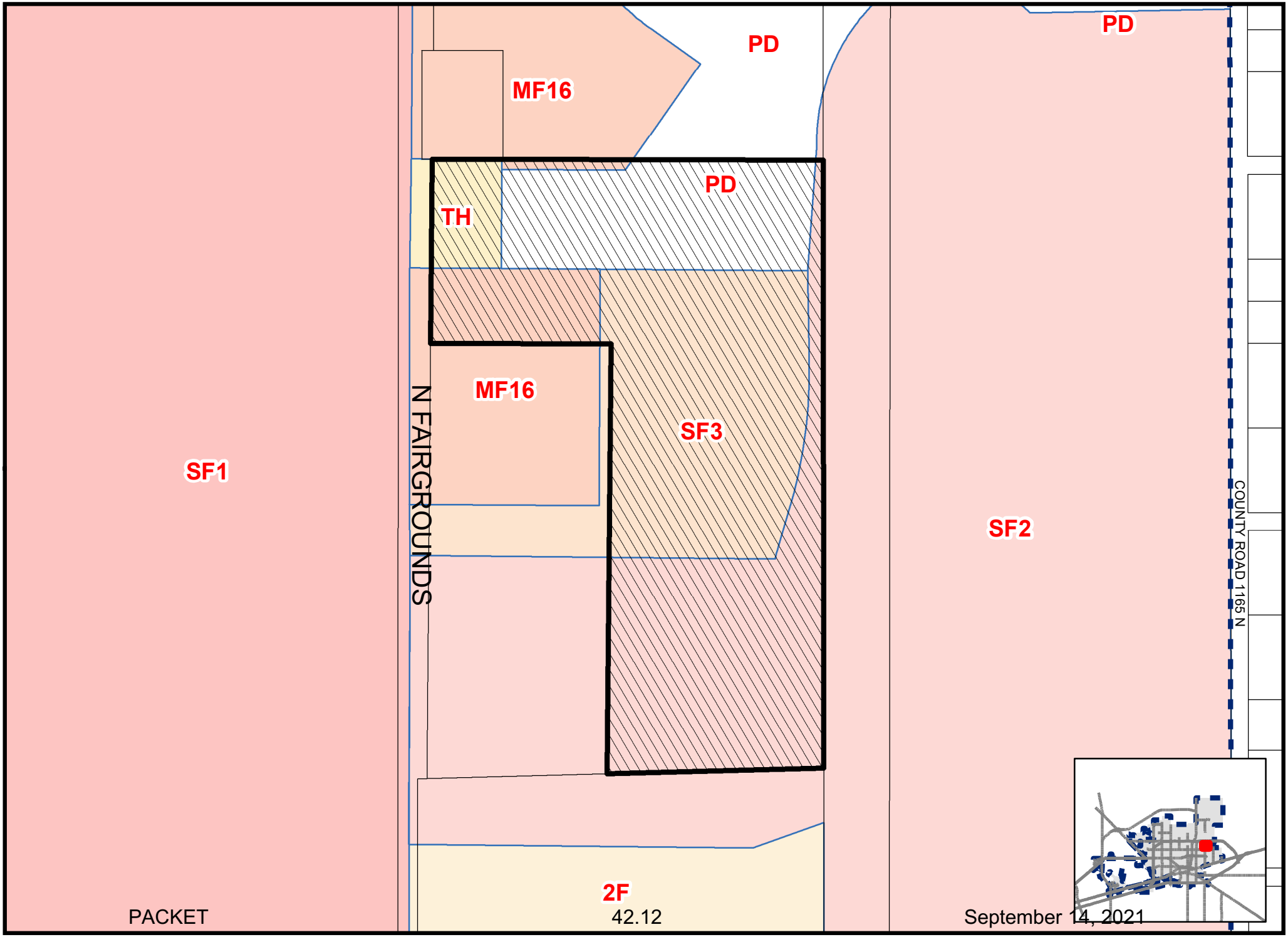
Generally located on the east side of Fairgrounds Road, approximately 1,899 feet south of E. Loop 250 North. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR ABSTRACTOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By VAS, 8/2/2021

Z-21-0250

Scale: 1" = 200'

ZONING MAP




WARNING


Lone Star Sanctuary For Animals
"Saving and Changing Lives"
4200 North Fairgrounds Road
(432) 563-7287



City Council Meeting

Item Number: 43

Meeting Date: September 14, 2021

To: City Council / City Manager

From: Valerie A. Sherman, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 5, BLOCK 39, GREENWOOD ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH BENTON STREET, APPROXIMATELY 162 FEET NORTH OF EAST CALIFORNIA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Guadalupe Zarate, is requesting a zone change from MF-22, Multiple-family dwelling District, to SF-3, Single-Family Dwelling District, for the construction of a new single-family residence.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Discussion:

Current Zoning:

MF-22, Multi-Family Dwelling District.

Surrounding Zoning and Land Use:

The property to the north is zoned SF-3, Single-Family Dwelling District, and the location of a vacant lot. The properties to the east, south, and west are zoned MF-22, Multiple-Family Dwelling District, and the location of a single-family residence and vacant land, respectively.

Analysis:

The property is located at 708 South Benton Street and is currently vacant. The applicant, Guadalupe Zarate, is requesting this zone change to allow for the construction of a single-family residence on the property. The current zoning of this property is MF-22, Multiple-Family Dwelling District. Per the previous zoning ordinance, single-family detached dwellings were allowed within this zoning district. As of July 1, 2019, the new zoning ordinance does not allow the use of single-family detached dwellings within the MF-22, Multiple-Family Dwelling District. The property meets the minimum lot size requirements for the SF-3, Single Family Dwelling District.

This proposed project has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Engineering: (Approved)

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Code: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Planning:

This proposed development fits with Chapter 3, An Integrated Land Use Vision, Future Land Use Map of the Tall City Tomorrow comprehensive plan as this area calls for Urban Medium uses. This designation serves to connect commercial, office, and mixed-use areas with residential uses. Therefore, the construction of single family housing at this location is in conformance with the recommendations of the Tall City Tomorrow plan as it provides for the integration of uses. It would also support the existing neighborhood characteristics and uses of the area.

The Planning and Zoning Commission recommended approval of this request at the August 16, 2021 meeting.

Staff recommends approval of this zone change from MF-22, Multiple-Family Dwelling District, to SF-3, Single-Family Dwelling District, subject to condition A.

Conditions:

A. That the use and development of this property shall conform to the regulations of the SF-3, Single-Family Dwelling District.

Letters of Objection:

As of September 9, 2021, staff has not received any letters of objection.

Attachments:

Site Plan (Exhibit A)
Application
Maps

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 5, BLOCK 39, GREENWOOD ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH BENTON STREET, APPROXIMATELY 162 FEET NORTH OF EAST CALIFORNIA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 5, Block 39, Greenwood Addition, City and County of Midland, Texas (the "Property") to SF-3, Single-Family Dwelling District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as

that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: 2-21-0253

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Property Owner Printed Name: Guadalupe Zarate		Phone (432) [redacted]349-0746 Email / zarate66@gmail	
Address 4102 Amistad Dr.	City Midland	State TX	Zip 79707

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 708 S. Benton

Legal Description
Lot: 50 Block: 39 Subdivision: Greenwood Addn.

Current Zoning: MF22

Proposed Zone: SF3
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Residential build

Present Use of Property: Vacant

Proposed Use of Property: New Family home

How would this zone change affect the public health, safety and welfare? N/A

Describe how conditions affecting the property have changed since present zoning designation: residential not allowed in MF22

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

RECEIVED
JUL 19 2021
BY: DK

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date:
Applicant (printed):	
Property Owner (signature): Guadalupe Zamora	Date: 7-19-21
Property Owner (printed) :	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear_____who, being by me duly sworn, upon oath says: That (s)he is the owner of _____or authorized by_____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

_____

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☒ Property Owner Authorization
☒ Application Fee
Check # 2123

☐ Dimensioned Site Plan
☐ Plans in Digital Format (PDF/JPEG)

Received By:

Date: RECEIVED JUL 19 2021

BY: .....

Application will not be considered for scheduling until reviewed by a planner.

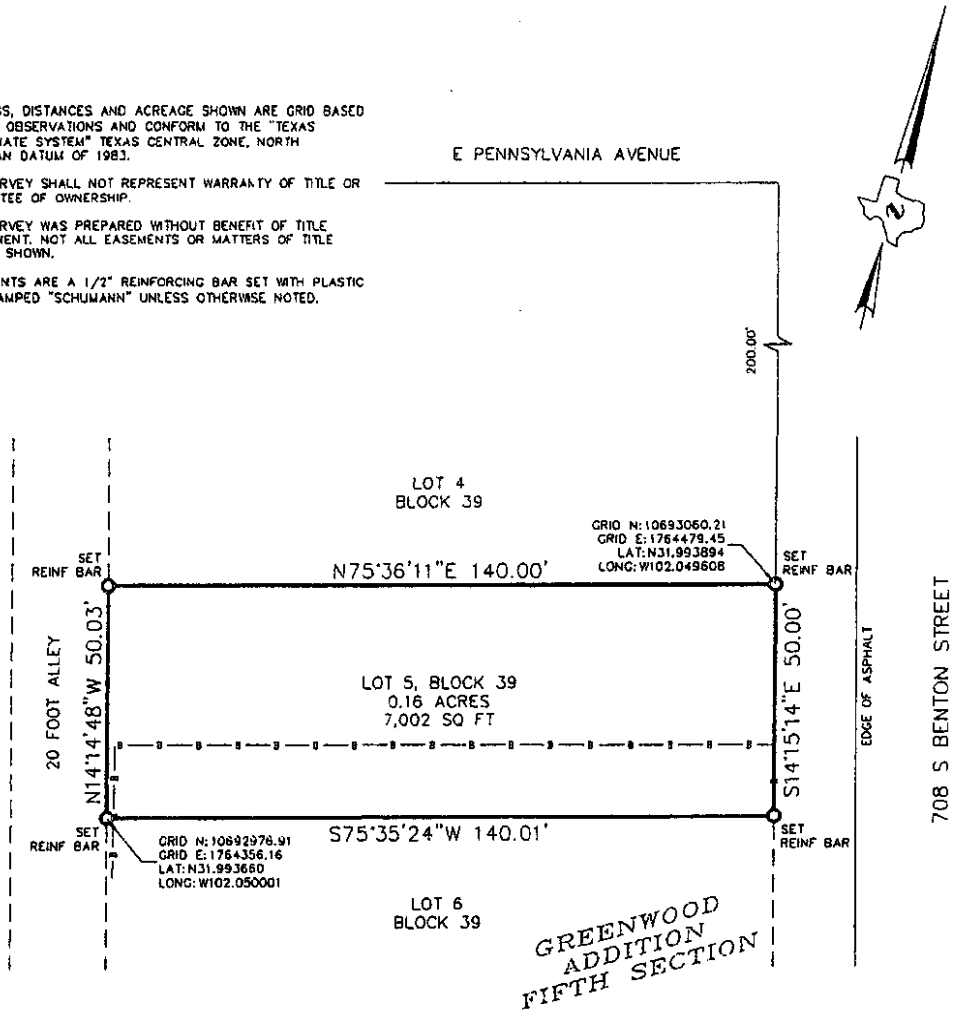
NOTES:

BEARINGS, DISTANCES AND ACREAGE SHOWN ARE GRID BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

THIS SURVEY SHALL NOT REPRESENT WARRANTY OF TITLE OR GUARANTEE OF OWNERSHIP.

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF TITLE COMMITMENT. NOT ALL EASEMENTS OR MATTERS OF TITLE MAY BE SHOWN.

MONUMENTS ARE A 1/2" REINFORCING BAR SET WITH PLASTIC CAP STAMPED "SCHUMANN" UNLESS OTHERWISE NOTED.



Surveyor Certification

TO THE LIENHOLDERS, MARIA L CUETO DE FLORES

(OWNER) OF THE PREMISES AND TO THE ISSUING TITLE INSURANCE UNDERWRITER: THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND THAT THERE ARE NO KNOWN DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, EASEMENTS OR RIGHTS-OF-WAY, EXCEPT AS SHOWN HEREON.

DATED THIS 9TH DAY OF SEPTEMBER, 2020

RJ DAUM
TEXAS RPLS 4828

SCHUMANN
ENGINEERING CO.
A LATERAL LAND COMPANY
CIVIL ENGINEERING - LAND SURVEYING
TEXAS FIRM No. F1880 - TEXAS FIRM No. 10149500

600 N. MARIENFELD STREET
SUITE 100
MIDLAND, TEXAS 79701

Office (432) 684-5548

SURVEY

LOT 5

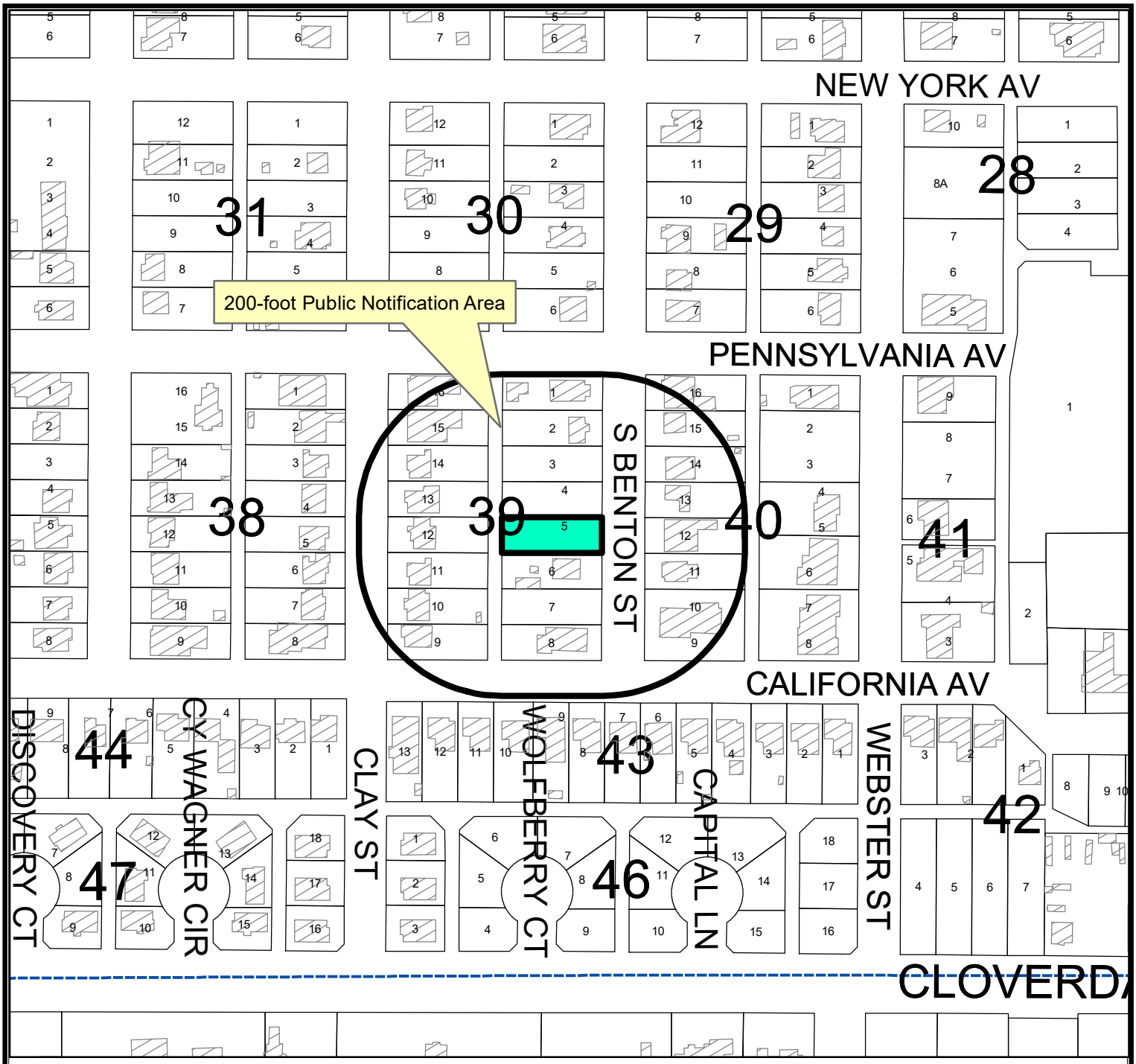
BLOCK 39

GREENWOOD ADDITION

AN ADDITION TO THE CITY OF MIDLAND, AS PER DEED OF RECORD IN VOLUME 180, PAGE 187, DEED RECORDS, MIDLAND COUNTY, TEXAS

SCALE: 1" = 30'

PROJECT: 77640
JOB NO.: 77640



LOCATION MAP

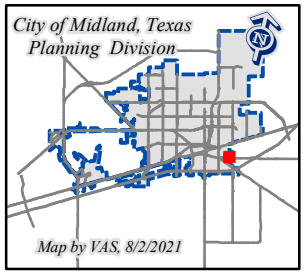
Z-21-0253 **Scale: 1" = 200'**

Consider a request by Guadalupe Zarate for a zone change from MF-22, Multiple-Family Dwelling District, to SF-3, Single-Family Dwelling District on Lot 5, Block 39, Greenwood Addition, City and County of Midland, Texas.

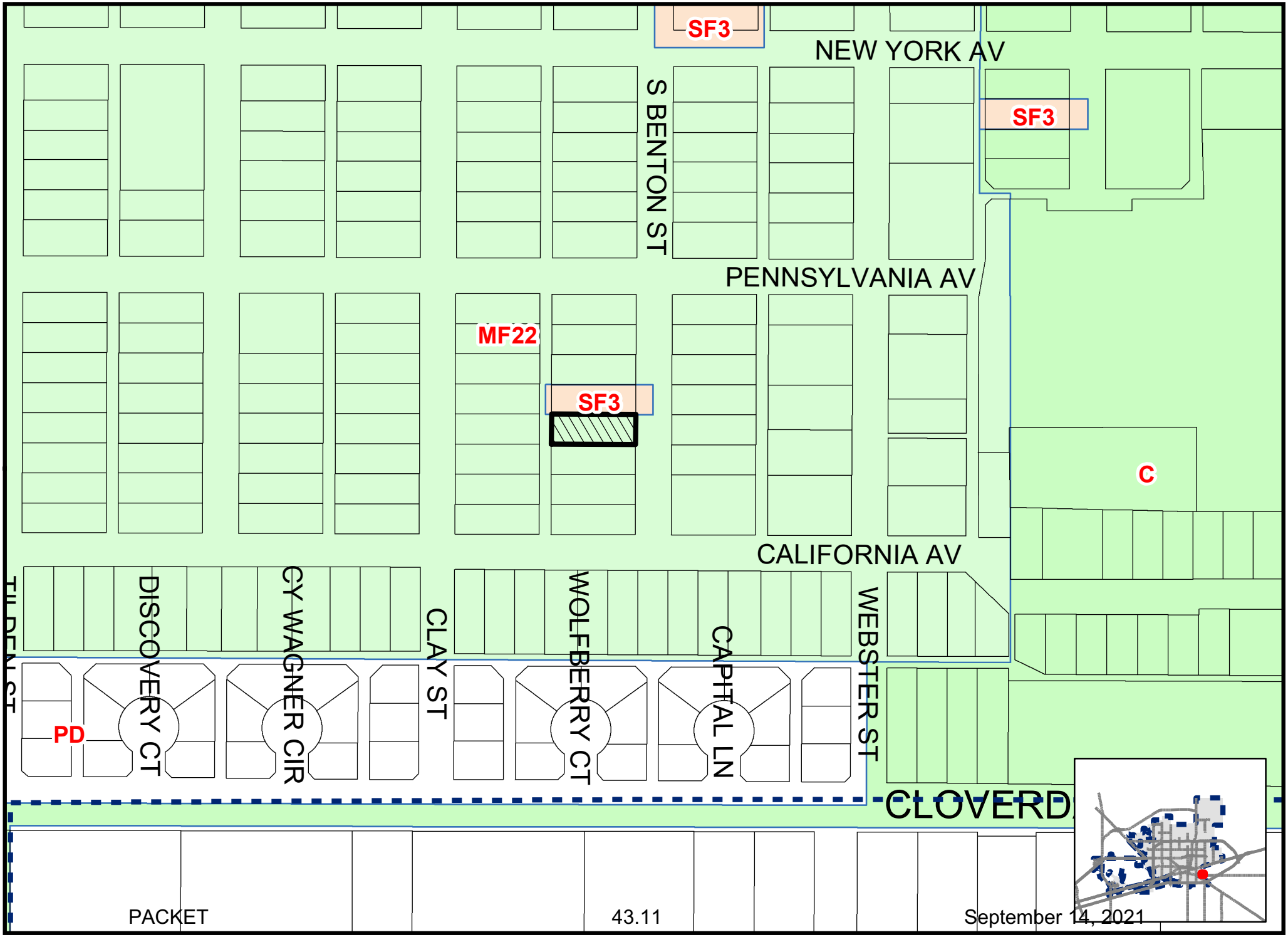
Generally located on the west side of S. Benton Street, approximately 162 feet north of E. California Avenue. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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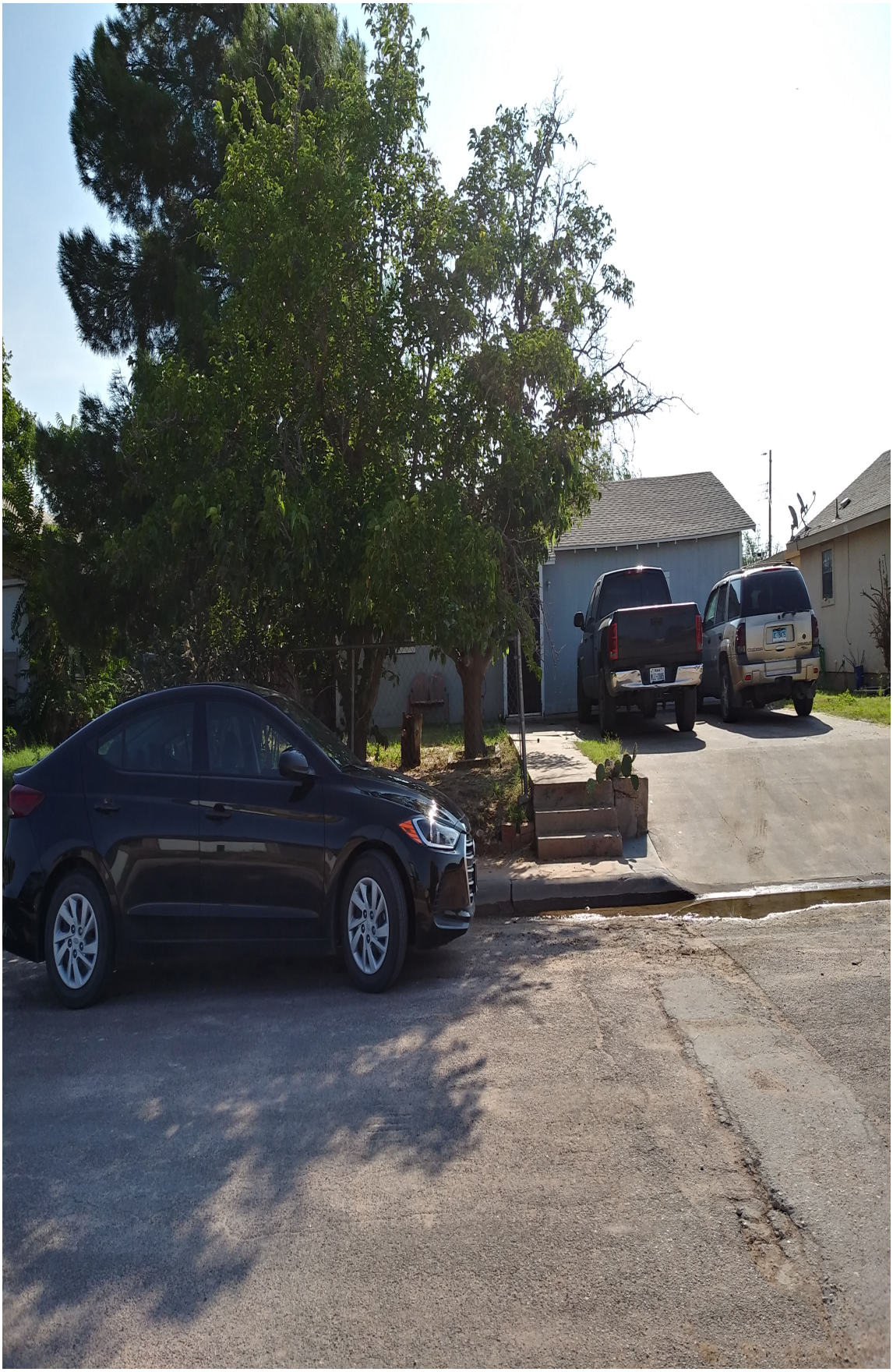
Map By VAS, 8/2/2021

Z-21-0253

Scale: 1" = 200'

ZONING MAP


CONTRACT PENDING
Rikki Martin
432-853-5452







City Council Meeting

Item Number: 44

Meeting Date: September 14, 2021

To: City Council / City Manager

From: Christy Weakland, Director

Subject: RESOLUTION CONSENTING TO THE ISSUANCE OF MIDLAND COUNTY FRESH WATER SUPPLY DISTRICT NO. 1 REVENUE REFUNDING BONDS (CITY OF MIDLAND PROJECT), TAXABLE SERIES 2021; AUTHORIZING THE MAYOR, THE CITY ATTORNEY AND THE CITY MANAGER TO EXECUTE ALL DOCUMENTS IN CONNECTION THEREWITH; AND RESOLVING OTHER MATTERS RELATED THERETO (DISTRICT: NONE) (FINANCE)

Purpose:

RESOLUTION CONSENTING TO THE ISSUANCE OF MIDLAND COUNTY FRESH WATER SUPPLY DISTRICT NO. 1 REVENUE REFUNDING BONDS (CITY OF MIDLAND PROJECT), TAXABLE SERIES 2021; AUTHORIZING THE MAYOR, THE CITY ATTORNEY AND THE CITY MANAGER TO EXECUTE ALL DOCUMENTS IN CONNECTION THEREWITH; AND RESOLVING OTHER MATTERS RELATED THERETO

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Discussion:

Midland County Fresh Water Supply District is refunding bonds which will extend the final maturity by five years, through 2037, providing an anticipated net present value savings of $1.58 million.



City Manager's Office

A RESOLUTION CONSENTING TO THE ISSUANCE OF MIDLAND COUNTY FRESH WATER SUPPLY DISTRICT NO. 1 REVENUE REFUNDING BONDS (CITY OF MIDLAND PROJECT), TAXABLE SERIES 2021; AUTHORIZING THE MAYOR, THE CITY ATTORNEY AND THE CITY MANAGER TO EXECUTE ALL DOCUMENTS IN CONNECTION THEREWITH; AND RESOLVING OTHER MATTERS RELATED THERETO

WHEREAS, the City of Midland, Texas (the "City") has previously entered into a Second Amendment to and Restatement of Wholesale Water Delivery Agreement, dated November 12, 2013, as amended on January 28, 2014, May 6, 2014, and July 20, 2015 between the City and Midland County Fresh Water Supply District No. 1 (the "District"), a fresh water supply district created pursuant to Chapter 53 of the Texas Water Code and the provisions of Article XVI, Section 59 of the Texas Constitution (the "Water Delivery Agreement"); and

WHEREAS, the City Council has received and reviewed a form of resolution (the "Resolution") providing for the District's proposed issuance of obligations to be designated as "Midland County Freshwater Supply District No. 1 Revenue Refunding Bonds (City of Midland Project), Taxable Series 2021 (the "Bonds") to provide for the refunding of certain outstanding obligations of the District (the "Refunded Obligations"); and

WHEREAS, the City Council finds that the issuance of the Bonds is in the best interest of the City;

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

Section 1. The City Council hereby consents to the issuance of the Bonds, and the City Council acknowledges the obligation of the City pursuant to the Water Delivery Agreement to pay the District such amounts as shall be sufficient to pay the principal of and interest on the Bonds, together with such other amounts as are required by the Water Delivery Agreement, which amounts shall be payable from the sources identified therein. The City Council further acknowledges that the City shall be solely responsible for the payment of such amounts and the City shall be obligated to make such payments as long as the Bonds and the other District Debt (as defined in the Water Delivery Agreement) remain outstanding.

The Mayor, the City Attorney and the City Manager are hereby authorized and directed to assist the District and its attorneys and consultants in the preparation of materials for use in connection with the offering and sale of the Bonds, including any offering circular, placement memorandum, official statement, or other materials, and to provide such information concerning the City and its operations and financial condition, as the Mayor, the City Attorney and the City Manager shall determine is necessary or useful in connection with the offering and sale of the Bonds.

Section 2. The City Council hereby approves, and the Mayor, the City Attorney and the City Manager are hereby authorized and directed to enter into and execute, a continuing disclosure agreement pursuant to Section 6.4 of the Water Delivery Agreement in the form

presented to the City Council with this Resolution, with such changes as are acceptable to the Mayor, the City Attorney and the City Manager.

Section 3. The Mayor, the City Attorney, the City Secretary, and the City Manager are each hereby authorized to take such actions and execute and deliver, on behalf of the City, such other agreements, instruments, instructions, notices and other documents in connection with the transactions contemplated by this Resolution as any such officer of the City shall determine to be necessary or useful in the accomplishment of the purposes of this Resolution. This Resolution may be relied upon by the appropriate representatives of the parties to this transaction and the Office of the Texas Attorney General in its review and approval of the Bonds.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Christy Weakland, Interim Director of Finance

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

CONTINUING DISCLOSURE AGREEMENT

Midland County Fresh Water Supply District No. 1

Revenue Refunding Bonds (City of Midland Project), Taxable Series 2021

THIS CONTINUING DISCLOSURE AGREEMENT, dated as of _____, 2021 (the "Disclosure Agreement"), is executed and delivered by the City of Midland, Texas (the "City"), and the Midland County Fresh Water Supply District No. 1 (the "District") in connection with the issuance by the District of its Revenue Refunding Bonds (City of Midland Project), Taxable Series 2021 (the "Bonds"). The City and the District covenant and agree as follows:

Section 1. Purpose of this Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the City and the District for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with, and constitutes the written undertaking of the City for the benefit of the Bond holders required by, Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 C.F.R. § 240.15c2-12) (the "Rule").

The City, as an "obligated person" within the meaning of the Rule, undertakes to provide the following information as provided in this Disclosure Agreement:

(1) Annual Financial Information and

(2) Notices of Certain Events.

Section 2. Definitions. In addition to the definitions set forth in the Trust Indenture, by and between the District and Wells Fargo Bank, National Association, dated as of September 1, 2012 (the "Trust Indenture"), which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"*Beneficial Owners*" means any person who has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds, including persons holding Bonds through nominees or depositories.

"*Holders*" means either the registered owners of the Bonds, or, if the Bonds are registered in the name of The Depository Trust Company or another recognized depository, any applicable participant in its depository system.

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Participating Underwriters*" means the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

Section 3. Provision of Annual Reports. The City will provide annually to the District, (1) within six (6) months after the end of each fiscal year, all quantitative financial

information and operating data with respect to the City of the general type included in [Tables C1 and C2 in Appendix C] to the Official Statement, and (2) if not provided as part of such financial information and operating data, audited financial statements of the City if and when available. Any financial statements to be so provided shall be (1) prepared in accordance with the accounting principles described in Appendix D to the Official Statement, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year end, then the City shall provide unaudited financial statements within the 12-month period and audited financial statements for the applicable fiscal year to the District, when and if the audit report on such statements become available.

If the City's fiscal year end differs from the District's fiscal year end, the City shall provide the most recent year end annual information as well as cumulative current year to date information. The City shall notify the District if the City changes its fiscal year.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public through the MSRB's Electronic Municipal Market Access ("EMMA") or filed with the SEC.

The City will notify the District as soon as possible if the information required by this Section cannot be provided in the above-specified time frame.

The District shall provide, or cause to be provided, annually to the MSRB through its EMMA system, the financial information and operating data described in this Section upon receipt of such information from the City.

Section 4. Reporting of Certain Events. To the extent applicable to the City as an "obligated person" under the Rule and in connection with the Bonds, the City agrees to notify the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

(1) Principal and interest payment delinquencies;

(2) Non-payment related defaults, if material;

(3) Unscheduled draws on debt service reserves reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(7) Modifications to rights of holders of the Bonds, if material;

(8) Bond or Note calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution, or sale of property securing repayment of the Bonds, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;

(13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(15) Incurrence of a financial obligation of the City, if material, or an agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect Bond holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the City or an obligated person, any of which reflect financial difficulties.

For these purposes, any event described in clause (12) in the immediately preceding is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

For the events listed in clause (15) and (16) above, the term ″financial obligation” means: (A) debt obligation; (B) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) a guarantee of either (A) or (B). The term ″financial obligation″ shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

Section 5. Accuracy and Completeness. The City warrants that all information provided by it to the District pursuant to this Disclosure Agreement will be accurate in all material respects to the best of its knowledge and belief The City will provide the District with such information as the District may reasonably request to confirm the accuracy and completeness of any information provided by the City pursuant to this Section. If the District thereafter has reasonable grounds to question the completeness or accuracy of such information, the City will afford the District and its attorneys and agents, at the expense of the District, reasonable access to any and all records, documents, contracts, and other information which is in the custody or control of the City to confirm such accuracy and completeness. The District and its attorneys and agents shall maintain the confidentiality of all such information; unless required to be provided by the District to the MSRB, and except as otherwise provided by law. The City shall not be required to provide information or to allow access to its records which exceeds the standards applicable to a due diligence inquiry in the preparation of an official statement in connection with the sale of the Bonds or any Additional Bonds by the District.

Section 6. Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Agreement for so long as, but only for so long as, the District and the City each remain an "obligated person" under the Rule, provided that the District and the City in any event will give notice of any payment or deposit of funds by either of such parties that causes the Bonds to be retired and defeased.

(b) The provisions of this Disclosure Agreement are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing herein, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The District and the City undertake to provide only the financial information, operating data, financial statements and notices which they have expressly agreed to provide pursuant to this Disclosure Agreement and do not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the District's or the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Disclosure Agreement or otherwise, except as expressly provided herein. Neither the District nor the City make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell obligations at any future date.

(c) UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT, OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(d) The provisions of this Disclosure Agreement may be amended by the City and the District, in writing, from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, only if (1) the provisions of this Disclosure Agreement, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by provisions of the resolution or ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. If the provisions of this Disclosure Agreement are so amended, the District shall include with any amended financial information or operating data next provided in accordance with the Indenture an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 7. Remedies. In the event the City fails or refuses to provide the information required by Sections 3 and 4 hereof, the District may enforce its right hereunder by an action for mandamus or specific performance; provided, however, before enforcing such remedies, the District shall give the City notice as provided herein and a reasonable opportunity to provide the requested information.

Section 8. Interpretation. This Disclosure Agreement shall be construed in accordance with the written guidance and no-action letters published from time to time by the Securities and Exchange Commission and its staff with respect to the Rule.

Section 9. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

Section 10. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City and the District have each caused their duly authorized officers to execute this Disclosure Agreement as of the day and year first written above.

CITY OF MIDLAND, TEXAS

By: _____
Its: City Manager

MIDLAND COUNTY FRESH WATER SUPPLY DISTRICT NO. 1

By: _____
Its: President

City of Midland, TX

Prospective Refunding of Remaining Portion of Series 2012 and Series 2012A by Midland County FWSD#1

Presented by
George Williford

HilltopSecurities
A Hilltop Holdings Company

PACKET
44.12
September 14, 2021

Summary of Refunded Bonds

Revenue Refunding Bonds, Series 2012

Maturity Date	Par Amount	Interest Rate	Call Date
9/15/2025	$ 2,995,000	3.000%	9/15/2022
9/15/2027	3,875,000	3.125%	9/15/2022
9/15/2028	3,850,000	3.125%	9/15/2022
9/15/2032	12,000,000	3.375%	9/15/2022
	$ 22,720,000		

Revenue Notes, Series 2012A

Maturity Date	Par Amount	Interest Rate	Call Date
9/15/2029	$ 3,270,000	3.250%	9/15/2022
9/15/2030	3,700,000	3.250%	9/15/2022
	$ 6,970,000		
Maximum Total to be Refunded	**$ 29,690,000**		

CITY OF MIDLAND, TX

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Current Market[1]

[1] *Preliminary rates, subject to change.*

Year	Prior Debt Service	New Refunding Debt Service	**Total Savings/(Loss)**
2022	$ 962,781	$ 962,214	**$ 567**
2023	962,781	659,375	**303,406**
2024	962,781	658,863	**303,918**
2025	3,957,781	3,658,167	**299,614**
2026	872,931	568,671	**304,260**
2027	4,747,931	4,443,306	**304,625**
2028	4,601,838	4,300,586	**301,252**
2029	3,901,525	3,598,402	**303,124**
2030	4,225,250	3,921,569	**303,681**
2031	405,000	297,247	**107,754**
2032	12,405,000	12,102,247	**302,754**
2033	-	249,273	**(249,273)**
2034	-	249,081	**(249,081)**
2035	-	248,569	**(248,569)**
2036	-	247,750	**(247,750)**
2037	-	251,640	**(251,640)**
	$ 38,005,600	$ 36,416,957	**$ 1,588,643**

True Interest Cost (TIC) on Refunding Bonds	2.08%
Net Present Value Savings	$ 1,578,855

Percentage Savings of Refunded Bonds = 5.318%

* Refunding issue will have same optional par call date as 2019 refunding: September 15, 2019.

CITY OF MIDLAND, TX

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Timetable of Events

Date	Event
Thursday, August 19, 2021	District Board approves delegation authority
Friday, September 3, 2021	Request ratings
Week of 9/6/2021	Calls with rating agencies if requested
Tuesday, September 14, 2021	City of Midland Council meeting to approve refunding
Friday, September 17, 2021	Ratings received
Friday, September 17, 2021	Final draft and sign-off on Preliminary Official Statement. Posting of POS
Week of 9/27/2021	Pricing/Sale of Bonds
Wednesday, October 13, 2021	Closing

CITY OF MIDLAND, TX

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City Council Meeting

Item Number: 45

Meeting Date: September 14, 2021

To: City Council / City Manager

From: Carl Craigo, Director

Subject: AN ORDINANCE AMENDING THE CITY OF MIDLAND'S DROUGHT CONTINGENCY PLAN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF FIVE HUNDRED DOLLARS ($500.00); AND ORDERING PUBLICATION (DISTRICT: ALL) (UTILITIES)

Purpose:

An Ordinance Amending the City of Midland's Drought Contingency Plan (9310)

Recommended City Council Action:

Approve

Fiscal Impact:

The water rates will increase during stage 3 and 4 for consumption of water above 2000 gallons. Stage 3 would be 20% and Stage 4 would be 40%.

Discussion:

The current drought contingency plan was approved by Council on 8/26/2014 as ordinance 9310. This amendment provides information required by the TCEQ on possible future wholesale water customers for the City to acquire our bed and banks permit for the discharge of water from the Water Reclamation Facility. Stage 3 and Stage 4 drought response stages will change to increase rates above 2000 gallons of consumption by 20% and 40% respectively. Stage 3 is a severe water storage and stage 4 is a critical water storage.



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF MIDLAND'S DROUGHT CONTINGENCY PLAN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF FIVE HUNDRED DOLLARS ($500.00); AND ORDERING PUBLICATION

WHEREAS, the City Council approved the City of Midland's current drought contingency plan by Ordinance No. 9310, which was approved on August 26, 2014; and

WHEREAS, the Texas Commission on Environmental Quality ("TCEQ") requires the City to submit potential future wholesale water customer information in order to retain the City's water rights during discharge activities; and

WHEREAS, the City Council finds it to be in the public interest to increase the water rates during Stages 3 and 4 of the drought response stages for consumption above 2,000 gallons; and

WHEREAS, the City Council finds it to be in the public interest to amend the City of Midland's drought contingency plan to include said TCEQ requirement and rate changes;

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

SECTION ONE. That the drought contingency plan attached hereto and marked as Exhibit A, is hereby adopted and approved for all purposes.

SECTION TWO. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION THREE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of

Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FOUR. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding five hundred dollars ($500.00). It is hereby declared that the culpable mental state required by Texas Penal Code Section 6.02 is specifically negated and clearly and plainly dispensed with and an offense under this ordinance is declared to be a strict liability offense. Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense.

SECTION FIVE. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Robert Patrick, City Manager

_____
Carl Craigo, Director of Utilities

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

CITY OF MIDLAND

DROUGHT CONTINGENCY PLAN

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Drought Contingency Plan for the City of Midland, Texas

(Revised August 2021)

Section I: Declaration of Policy, Purpose and Intent

To conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of a water supply shortage or other water supply emergency conditions, the City of Midland (hereinafter referred to as "City" hereby adopts the following Drought Contingency Plan (the Plan) for both wholesale and residential customers.

Water uses regulated or prohibited under this Plan are considered to be nonessential and continuation of such uses during times of water shortage or other emergency water supply conditions are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in Section XI of this Plan.

Section II: Application

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by the City. The terms "person" and "customer" as used in the Plan include individuals, corporations, partnerships, associations, and all other legal entities.

Section III: TCEQ Rules

The TCEQ rules governing the development of drought contingency plans for public water suppliers are contained in Title 30, Part 1, Chapter 288, Subchapter B, Rule 288.20 and Rule 288.22 of the Texas Administrative Code. Copy of rules also in Appendix B.

Section IV: Provisions to Inform the Public, Wholesale Customers and Opportunity for Public Input

Opportunity for the public and wholesale customers to provide input into the preparation of the Drought Contingency Plan was and will be provided by the City of Midland utilizing press releases, emails and scheduling. Public notices of a public meeting to accept input of the Drought Contingency Plan will be posted in conspicuous places served by the public water system (city hall, county courthouse).

Section V: Public and Wholesale Water Customer Education

The City of Midland will periodically provide the public with information about the Drought Contingency Plan, including information about the conditions under which each stage of the Drought Contingency Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided utilizing press releases, social media releases and utility bill inserts. The City will periodically provide wholesale water customers with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be disseminated by providing copies of the Plan and/or changes to the Plan, and scheduled meetings to discuss the Plan and any changes.

Section VI: Coordination with Regional Water Planning Groups

The service area of the city of Midland is located within the Region F water planning area and the City of Midland has provided a copy of this Plan to the Region F Planning Group.

Section VII: Initiation and Termination of Drought Response Stages

The City Manager, or his/her designee, shall monitor water supply and/or demand conditions daily and shall determine when conditions warrant initiation or termination of each stage of the Drought Contingency Plan. Public notification of the initiation or termination of drought response stages shall be through the press and social media releases. Wholesale water customers shall be notified through phone calls, emails, or meetings. The City of Midland shall notify the executive director within 5 business days of the implementation of any mandatory provisions of the drought contingency plan. The triggering criteria described below are based on the water supply sources and statistical analysis of the vulnerability of the water source under drought of record conditions.

Stage 1 Mild Water Shortage Conditions

Requirements for initiation Customers shall be requested to voluntarily conserve water and adhere to the prescribed restrictions on certain water uses, defined in Appendix A, when:

(a) Pursuant to requirements specified in the City of Midland wholesale water purchase contract with CRMWD notification is received requesting initiation of Stage 1 of the Drought Contingency Plan; or
(b) Request of the Colorado River Municipal Water District due to the limitation in available supplies or their transmission facilities; or
(c) The request of the Midland County Fresh Water Supply District #1 due to limitation in available supplies or transmission; or
(d) Total daily water demand reaches 94% of the treatment plant capacity for 5 consecutive days.

Requirements for termination

Stage 1 of the Drought Contingency Plan may be rescinded when all of the triggering events have ceased for 3 days.

Stage 2 Moderate Water Shortage Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided in Appendix A of the Drought Contingency Plan, when:

(a) Pursuant to requirements specified in the City of Midland wholesale water purchase contract with CRMWD notification is received requesting initiation of Stage 2 of the Drought Contingency Plan; or
(b) Request of the Colorado River Municipal Water District due to the limitation in available supplies or their transmission facilities; or
(c) Total daily water demand reaches or exceeds 95% of the water plant's capacity for 5 consecutive days; or
(d) The request of the Midland County Fresh Water Supply District #1 due to limitation in available supplies or transmission.

Requirements for termination

Stage 2 of the Drought Contingency Plan may be rescinded when all of the triggering events have ceased for 3 consecutive days. Upon termination of Stage 2, Stage 1 becomes operative.

Stage 3 Severe Water Shortage Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 3 of this Drought Contingency Plan, when:

(a) Pursuant to requirements specified in the City of Midland wholesale water purchase contract with CRMWD notification is received requesting initiation of Stage 3 of the Drought Contingency Plan; or
(b) The request of the Midland County Fresh Water Supply District #1 to initiation of Stage 3 of the Drought Contingency Plan due to limitation in available supplies or transmission.
(c) The failure or threatening failure of a major system component will result in an immediate health or safety hazard; or
(d) Total daily water demand reaches the system limit, stressing the system to failure.

Requirements for termination

Stage 3 of the Drought Contingency Plan may be rescinded when all of the triggering events have ceased for 3 consecutive days. Upon termination of Stage 3, Stage 2 becomes operative.

Stage 4 Critical Water Shortage Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 4 of this Plan, when:

(a) Pursuant to requirements specified in the City of Midland wholesale water purchase contract with CRMWD notification is received requesting initiation of Stage 4 of the Plan; or
(b) The request of the Midland County Fresh Water Supply District #1 to initiation of Stage 3 of the Plan due to limitation in available supplies or transmission; or
(c) Treated water storage levels do not restore overnight.

Requirements for termination

Stage 4 of the Drought Contingency Plan may be rescinded when all of the triggering events have ceased for 3 consecutive days. Upon termination of Stage 4, Stage 3 becomes operative.

Stage 5 Emergency Water Shortage Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions for Stage 5 of this Drought Contingency Plan when the City Manager, or his/her designee, determines that a water supply emergency exists based on:

(a) Major water line breaks, or pump or system failure occurs, which cause unprecedented loss of capability to provide water service; or
(b) Natural or man-made contamination of the water supply source(s).

Requirements for termination

Stage 5 of the Plan may be rescinded when all of the triggering events have ceased for 3 consecutive days.

Section VIII: Goals for Reduction in Water Use

The City of Midland has established quantifiable goals for water use reduction for each stage of the Drought Contingency Plan. These goals are outlined below.

Stage 1, Mild Water Shortage Conditions

Goal: Achieve a 10 percent reduction in total daily water use

Stage 2, Moderate Water Shortage Conditions

Goal: Achieve a 15 percent reduction in total daily water use

Stage 3, Severe Water Shortage Conditions

Goal: Achieve a 20 percent reduction in total daily water use

Stage 4, Critical Water Shortage Conditions

Goal: Achieve a 25 percent reduction in total daily water use

Stage 5, Emergency Water Shortage Conditions

Goal: Achieve a 75 percent reduction in total daily water use

Section IX: Drought and Emergency Response Stages Management Measures and Restrictions

Management measures are used to manage a limited water supply and/or reduce demand. The City Manager, or his/her designee, shall monitor water supply and/or demand conditions daily and, in accordance with the triggering criteria outlined in Section VII of the Plan, shall determine the condition implement the following actions upon publication of notice in a newspaper of general circulation:

Stage 1 - Mild Water Shortage Conditions

(a) Supply Management Measures:

To manage limited water supplies and/or reduce water demand, the City of Midland shall implement the following measures:

i. reduced flushing of water mains
ii. increased use of alternative supply source(s) if available (Paul Davis Wellfield)

(b) Voluntary Water Use Restrictions:

i. Water customers are requested to voluntarily limit the irrigation of landscaped areas to days and times designated by the City manager or his/her designee.
ii. All operations of the City of Midland and its employees shall adhere to water use restrictions prescribed and shall be considered governmental functions. c) water customers are requested to practice water conservation and to minimize or discontinue water use for non-essential purposes.

Stage 2 - Moderate Water Shortage Conditions

(a) Supply Management Measures:

To manage limited water supplies and/or reduce water demand, the City of Midland shall implement the following measures:

i. reduced flushing of water mains
ii. reduced irrigation of public landscaped areas
iii. increased use of an alternative supply source(s).

(b) Mandatory Water Use Restrictions:

Under threat of penalty for violation, the following water use restrictions shall apply to all persons:

i. Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to days and times designated by the City Manager or his/her designee. However, irrigation of landscaped areas is permitted at any time if it is by means of a hand-held hose, a faucet-filled bucket or watering can of five (5) gallons or less, or a drip irrigation system.
ii. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited except on designated watering days between the hours of 6:00 p.m. and 10:00 a.m. beginning on their designated watering days. Such

washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rinses. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public are contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.

iii. Use of water to fill, refill or add to any indoor or outdoor swimming pools, wading pools, or Jacuzzi-type pools is prohibited except on designated watering days between the hours of 6:00 p.m. and 10:00 a.m. beginning on their designated watering days.

iv. Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.

v. Use of water from hydrants shall be limited to firefighting, related activities, or other activities necessary to maintain public health, safety, and welfare, or activities deemed to be governmental functions undertaken by the City of Midland or its officials, agents, employees or independent contractors.

vi. Use of water for the irrigation of golf course greens, tees, and fairways is prohibited except on designated watering days between the hours 6:00 p.m. and 10:00 a.m. beginning on their designated watering days. However, if the golf course utilizes a water source other than that provided by the City of Midland, the facility shall not be subject to these regulations.

vii. All restaurants are prohibited from serving water to their patrons except when requested.

viii. The following uses of water are defined as non-essential and are prohibited:

1) Wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
2) Use of Water to wash down buildings or structures for purposes other than immediate fire protection;
3) Use of Water for dust control;
4) Flushing gutters or permitting water to run or accumulate in any gutter or street; and
5) Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).

Stage 3 - Severe Water Shortage Conditions

(a) Supply Management Measures:

To manage limited water supplies and/or reduce water demand, the City of Midland shall implement the following measures:

i. reduced flushing of water mains

ii. reduced irrigation of public landscaped areas to a minimum required to avoid vegetation loss
iii. increased use of an alternative supply source(s).
iv. 20% increase in water rates for use above 2,000 gallons

(b) Mandatory Water Use Restrictions. All requirements of Stage 2 shall remain in effect during Stage 3 except:

i. Irrigation of landscaped areas shall be limited to days and times designated by the City Manager or his designee and shall be by means of hand-held hoses, hand-held buckets, drip irrigation, or permanently installed automatic sprinkler systems only. The use of hose-end sprinklers is prohibited at all times.
ii. The watering of golf course tees is prohibited unless the golf course utilizes a water source other than that provided by the City of Midland.

Stage 4 - Critical Water Shortage Conditions

(a) Supply Management Measures:

To manage limited water supplies and reduce water demand, the City of Midland shall implement the following measures:

i. reduced or discontinued flushing of water mains except during emergencies
ii. reduced or discontinued irrigation of public landscaped areas to a minimum required to avoid vegetation loss
iii. increased use of an alternative supply source(s):
iv. 40% increase in water rates for use above 2,000 gallons

(b) Mandatory Water Use Restrictions:

All requirements of Stage 2 and 3 shall remain in effect during Stage 4 except:

i. Irrigation of landscaped areas shall be limited to days and times designated by the City Manager or his designee and shall be by means of hand-held hoses, hand-held buckets, or drip irrigation only. The use of hose-end sprinklers or permanently installed automatic sprinkler systems are prohibited at all times.
ii. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicles not occurring in a commercial car wash and not in the immediate interest of public health, safety, and welfare is prohibited. Further, such vehicle washing at commercial car washes shall occur only between the hours of 8:00 a.m. and 6:00 p.m.
iii. The filling, refilling or adding of water to swimming pools, wading pools, and Jacuzzi-type pools are prohibited.
iv. Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
v. No applications for new, additional, expanded, or increased-in-size water service

connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be allowed or approved.

Stage 5 - Emergency Water Shortage Conditions

(a) Supply Management Measures:

To manage limited water supplies and reduce water demand The City of Midland shall discontinue the following:

i. flushing of water mains
ii. irrigation of public landscaped areas

(b) Mandatory Water Use Restrictions. All requirements of Stage 2, 3, and 4 shall remain in effect during Stage 5 except:

i. irrigation of landscaped areas is prohibited.
ii. use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle is prohibited.

Section X: Pro-Rata Water Allocation

If the triggering criteria specified in Section VII of the Plan for Stage 3 - Severe Water Shortage Condition have been met, the City Manager is hereby authorized to initiate allocation of water supplies on a pro-rata basis in accordance with Texas Water Code Section 11.039. Every wholesale water contract, (treated and untreated water) entered into or renewed after the adoption of this Plan, including any contract extensions, will contain language notifying parties to the contract that the water to be distributed shall be divided in accordance with the following water allocation policies and procedures:

(a) A wholesale customer's monthly allocation shall be a percentage of the customer's water usage baseline. The percentage will be set by resolution of the Midland City Council based on the City Manager's assessment of the severity of the water shortage condition and the need to curtail water diversions and/or deliveries and may be adjusted periodically by resolution of the Council as conditions warrant. Once pro-rata allocation is in effect, water diversions by, or deliveries to, each wholesale customer shall be limited to the allocation established for each month.

(b) A monthly water usage allocation shall be established by the City Manager, or his/her designee, for each wholesale customer. The wholesale customer's water usage baseline will be computed on the average water usage by month for the last five (5) year period. If the wholesale water customer's billing history is less than 5 years, the monthly average for the period for which there is a record shall be used for any monthly period for which no billing history exists.

(c) The City Manager shall provide notice by certified mail to each wholesale customer informing them of their monthly water usage allocations and shall notify the news media and the executive director of the Texas Commission on Environmental Quality upon initiation of pro-rata water allocation.

(d) Upon request of the customer or at the initiative of the City Manager, the allocation may be reduced or increased if:

i. the designated period does not accurately reflect the wholesale customer's

normal water usage

ii. the customer agrees to transfer part of its allocation to another wholesale customer, or

iii. other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established hereunder to the Midland City Council.

Section XI: Enforcement

(a) No person shall use or allow the use of water from the City of Midland for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Plan, or in an amount above that permitted by the drought response stage in effect at the time pursuant to action taken by the City Manager, or his/her designee, under provisions of this Plan.

(b) Any person who violates this Plan is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not more than five hundred ($500) dollars. Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more violations of this Plan, the City Manager shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of the re-connection charge, established by City policy, and any other costs incurred by the City of Midland in discontinuing service. In addition, suitable assurance must be given to the City Manager that the same action shall not be repeated while the Plan is in effect. Compliance with this plan may also be sought in any court of competent jurisdiction.

(c) Any person, including a person classified as a water customer of the City of Midland, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to present evidence that he/she did not commit the violation.

(d) In any prosecution charging a violation of this Ordinance at a single-family residence, proof that the defendant named in the complaint was at the time of such violation shown in the City of Midland Customer Service Records to be the occupant or customer of the premises shall constitute in evidence a prima facie presumption that said person used or allowed the use of water in violation of this Ordinance.

(e) Any police officer of the City of Midland, or other employees of the City of Midland designated by the City Manager, may issue a citation to a person he/she reasonably believes to be in violation of this Ordinance. The citation shall be prepared in duplicate and shall contain the name and address of the alleged violator, if known, the offense charged, and shall provide direction as to how to respond or appeal. The alleged violator shall be served a copy of the citation. Service of the citation shall be complete upon delivery of the citation to the alleged violator, or an agent or employee of a violator. The alleged violator shall appear in municipal

court to enter a plea of guilty, not guilty or no contest for the violation of this Plan. If the alleged violator fails to appear in municipal court, a warrant for his/her arrest may be issued. A summons to appear may be issued in lieu of an arrest warrant.

Section XII: Variances

(a) The City Manager, or his/her designee, may, in writing, grant a temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

i. Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other conditions for which the Plan is in effect.
ii. Alternative methods can be implemented which will achieve the same level of reduction in water use.

(b) Persons requesting an exemption from the provisions of this Ordinance shall file a petition for variance with the City of Midland within 5 days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the City Manager, or his/her designee, and shall include the following:

i. Name and address of the petitioner(s).
ii. Purpose of water use.
iii. Specific provision(s) of the Plan from which the petitioner is requesting relief.
iv. Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Ordinance.
v. Description of the relief requested.
vi. Period of time for which the variance is sought.
vii. Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.
viii. Other pertinent information.

(c) Variances granted by the City of Midland shall be subject to the following conditions unless waived or modified by the City Manager or his/her designee:

i. Variances granted shall include a timetable for compliance.
ii. Variances granted shall expire when the Plan is no longer in effect unless the petitioner has failed to meet specified requirements.
iii. A person who receives a variance shall file the variance with the City of Midland Municipal Court within 72 hours of the granting of said variance.

(d) No variance shall be retroactive or otherwise justify any violation of this Plan occurring before the issuance of the variance. Temporary variances may be granted by the same authority at any time during the execution of this plan upon submission of the information requested above. These variances will not exceed 30 days and must be approved before the deviation from the plan otherwise a violation will result.

Section XIII: Review and Update of Drought Contingency Plan

The City of Midland will review and update the Plan at least every five years and consistent with State law requirements. If the Plan is implemented during a water shortage, data obtained during the plan implementation will be used to make any necessary modifications. Additionally, the plan will be updated as appropriate based on new or updated information regarding the system's design and delivery capacity.

Section XIV: Judicial Notice

(a) The City of Midland Municipal Court upon its own motion may, or upon the motion of a party shall take judicial notice of this Ordinance.

(b) The City of Midland Municipal Court upon its own motion may, or upon the motion of a party shall take judicial notice of records in the City's Customer Service Division.

(c) The City of Midland Municipal Court upon its own motion may, or upon the motion of a party shall take judicial notice of the drought and emergency response stage in effect on the date of the alleged violation(s).

(d) The City of Midland Municipal Court upon its own motion may, or upon the motion of a party shall take judicial notice of the City of Midland wholesale water purchase contract with the Colorado River Municipal Water District and any notices received requesting initiation of the Drought Contingency Plan.

(e) The City of Midland Municipal Court upon its own motion may, or upon the motion of a party shall take judicial notice of the City Manager's designation of the drought and emergency response stage in effect on the date of the alleged violation(s).

XV: Affirmative Defenses

In any prosecution for the violation of any provision of this Ordinance, it shall not be required or necessary for the complaint to negate or for the state to prove any exception contained in this Ordinance concerning any prohibited act. Provided, however, that any such exception made in this Ordinance is an affirmative defense to prosecution under this Ordinance, and may be urged as an affirmative defense by the person charged by such complaint as authorized by Section 2.04 of the Texas Penal Code. It is an affirmative defense to prosecution under this Ordinance that the water used is not produced by the City of Midland

Section XVI: Authority of Municipal Court

Nothing in this Ordinance shall be construed to limit the City of Midland Municipal Court's authority and remedies.

Appendix A

Definitions:

For the purposes of this Plan, the following definitions shall apply:

Aesthetic water use: water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Alternative water sources: Alternative water source(s) for the City of Midland is the Paul Davis Well Field. This field is used on an emergency basis and can provide up to 10 MGD.

Commercial and institutional water use: water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.

Conservation: those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

CRMWD: The Colorado River Municipal Water District. They supply surface water wholesale to the City of Midland.

Customer: any person, company, or organization using water supplied by the City of Midland.

Domestic water use: water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Even number address: street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.

Industrial water use: the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use: Water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Non-essential water use: water uses that are not essential nor required for the protection of public, health, safety, and welfare, including:

Irrigation of landscaped areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan; Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicles. Use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas. Use of water to wash down buildings or structures for purposes other than immediate fire protection. Flushing gutters or permitting water to run or accumulate in any gutter or street. Use of water to fill, refill or add to any indoor or outdoor swimming pools or Jacuzzi-type pool. Use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life. Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s). Use of water from hydrants for construction purposes or any other purpose other than firefighting.

Odd-numbered address: street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

Water: For the purposes of this Drought Contingency Plan, the term “water” shall mean water from the City of Midland used for residential, commercial, industrial, agricultural or governmental purposes. The term water shall not include water from a private well.

Appendix B

ENVIRONMENTAL QUALITY

PART 1 CHAPTER 288	TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
SUBCHAPTER B	WATER CONSERVATION PLANS, DROUGHT CONTINGENCY PLANS, GUIDELINES AND REQUIREMENTS DROUGHT CONTINGENCY PLANS
RULE '288.20	**Drought Contingency Plans for Municipal Uses by Public Water Suppliers**

(a) A drought contingency plan for a retail public water supplier, where applicable, must include the following minimum elements.
(1) Minimum requirements. Drought contingency plans must include the following minimum elements.
(A) Preparation of the plan shall include provisions to actively inform the public and affirmatively provide opportunity for public input. Such acts may include, but are not limited to, having a public meeting at a time and location convenient to the public and providing written notice to the public concerning the proposed plan and meeting.
(B) Provisions shall be made for a program of continuing public education and information regarding the drought contingency plan.
(C) The drought contingency plan must document coordination with the regional water planning groups for the service area of the retail public water supplier to ensure consistency with the appropriate approved regional water plans.
(D) The drought contingency plan must include a description of the information to be monitored by the water supplier, and specific criteria for the initiation and termination of drought response stages, accompanied by an explanation of the rationale or basis for such triggering criteria.
(E) The drought contingency plan must include drought or emergency response stages providing for the implementation of measures in response to at least the following situations:
(i) reduction in available water supply up to a repeat of the drought of record;
(ii) water production or distribution system limitations;
(iii) supply source contamination; or
(iv) system outage due to the failure or damage of major water system components (e.g., pumps).
(F) The drought contingency plan must include specific, quantified targets for water use reductions to be achieved during periods of water shortage and drought. The entity preparing the plan shall establish the targets. The goals established by the entity under this subparagraph are not enforceable.
(G) The drought contingency plan must include the specific water supply or water demand management measures to be implemented during each stage of the plan including, but not limited to, the following:
(i) curtailment of non-essential water uses; and
(ii) utilization of alternative water sources and/or alternative delivery mechanisms with the

prior approval of the executive director as appropriate (e.g., interconnection with another water system, temporary use of a non-municipal water supply, use of reclaimed water for non-potable purposes, etc.).
(H) The drought contingency plan must include the procedures to be followed for the initiation or termination of each drought response stage, including procedures for notification of the public.
(I) The drought contingency plan must include procedures for granting variances to the plan.
(J) The drought contingency plan must include procedures for the enforcement of mandatory water use restrictions, including specification of penalties (e.g., fines, water rate surcharges, discontinuation of service) for violations of such restrictions.
(2) Privately-owned water utilities. Privately-owned water utilities shall prepare a drought contingency plan in accordance with this section and incorporate such plan into their tariff.
(3) Wholesale water customers. Any water supplier that receives all or a portion of its water supply from another water supplier shall consult with that supplier and shall include in the drought contingency plan appropriate provisions for responding to reductions in that water supply.
(b) A wholesale or retail water supplier shall notify the executive director within five business days of the implementation of any mandatory provisions of the drought contingency plan.
(c) The retail public water supplier shall review and update, as appropriate, the drought contingency plan, at least every five years, based on new or updated information, such as the adoption or revision of the regional water plan.

ENVIRONMENTAL QUALITY

PART 1 CHAPTER 288	TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
SUBCHAPTER B	WATER CONSERVATION PLANS, DROUGHT CONTINGENCY PLANS, GUIDELINES AND REQUIREMENTS DROUGHT CONTINGENCY PLANS
RULE 288.22	**Drought Contingency Plans for Wholesale Water Suppliers**

(a) A drought contingency plan for a wholesale water supplier must include the following minimum elements.
(1) Preparation of the plan shall include provisions to actively inform the public and to affirmatively provide opportunity for user input in the preparation of the plan and for informing wholesale customers about the plan. Such acts may include, but are not limited to, having a public meeting at a time and location convenient to the public and providing written notice to the public concerning the proposed plan and meeting.
(2) The drought contingency plan must document coordination with the regional water planning groups for the service area of the wholesale public water supplier to ensure consistency with the appropriate approved regional water plans.
(3) The drought contingency plan must include a description of the information to be monitored by the water supplier and specific criteria for the initiation and termination of drought response stages, accompanied by an explanation of the rationale or basis for such triggering criteria.
(4) The drought contingency plan must include a minimum of three drought or emergency response stages providing for the implementation of measures in response to water supply conditions during a repeat of the drought-of-record.
(5) The drought contingency plan must include the procedures to be followed for the initiation or termination of drought response stages, including procedures for notification of wholesale customers regarding the initiation or termination of drought response stages.
(6) The drought contingency plan must include specific, quantified targets for water use reductions to be achieved during periods of water shortage and drought. The entity preparing the plan shall establish the targets. The goals established by the entity under this paragraph are not enforceable.
(7) The drought contingency plan must include the specific water supply or water demand management measures to be implemented during each stage of the plan including, but not limited to, the following:
(A) pro rata curtailment of water deliveries to or diversions by wholesale water customers as provided in Texas Water Code, §11.039; and

(B) utilization of alternative water sources with the prior approval of the executive director as appropriate (e.g., interconnection with another water system, temporary use of a non-municipal water supply, use of reclaimed water for non-potable purposes, etc.).
(8) The drought contingency plan must include a provision in every wholesale water contract entered into or renewed after adoption of the plan, including contract extensions, that in case of a shortage of water resulting from drought, the water to be distributed shall be divided in accordance with Texas Water Code, §11.039.
(9) The drought contingency plan must include procedures for granting variances to the plan.
(10) The drought contingency plan must include procedures for the enforcement of any mandatory water use restrictions including specification of penalties (e.g., liquidated damages, water rate surcharges, discontinuation of service) for violations of such restrictions.
(b) The wholesale public water supplier shall notify the executive director within five business days of the implementation of any mandatory provisions of the drought contingency plan.
(c) The wholesale public water supplier shall review and update, as appropriate, the drought contingency plan, at least every five years, based on new or updated information, such as adoption or revision of the regional water plan

BOARDS AND COMMISSIONS OF THE CITY OF MIDLAND
September 14, 2021

AIRPORT PLANNING AND DEVELOPMENT BOARD
(Advisory)
(Membership-10; Terms - 3 Years expiring 3-3-4.)

	Appt Date	Term Expires	Eligibility Expires
Nick Hood	09/15	Sept 30 2021	Sept 30 2021
Armand "Chip" Smith	09/18	Sept 30 2021	Sept 30 2024
Scooter Brown	09/16	Sept 30 2022	Sept 30 2022
Wes Reeves	08/15*	Sept 30 2023	Sept 30 2023
Justin Kuethe	09/19	Sept 30 2022	Sept 30 2025
Nick McClure	09/19	Sept 30 2022	Sept 30 2025
Gena Linebarger	09/20	Sept 30 2023	Sept 30 2026
Butch Morgan	09/20	Sept 30 2023	Sept 30 2026
Benjamin Fietz	09/20	Sept 30 2023	Sept 30 2026
Joshua Lorenz	09/20	Sept 30 2023	Sept 30 202

Justine Ruff (Liaison)
Lori Blong (Council Liaison)

Ex-Officio members are Earl Erdman and Harry Spannaus, the City Manager and the City Attorney. The Secretary is the Director of Aviation.

ANIMAL SERVICES ADVISORY COMMISSION
(Advisory)
(Membership - 7; Terms - 4 Years)

	Appt Date	Term Expires	Eligibility Expires
Leah Lewis	09/17	Sept 30 2021	Sept 30 2025
Robert "Robin" Donnelly	11/13	Sept 30 2021	Sept 30 2021
Dr. (Erickson) Lee (Veterinarian)	05/14	Sept 30 2022	Sept 30 2022
Alyson Dial	09/18	Sept 30 2022	Sept 30 2026
Dr. J. Annette Jensen (Veterinarian)	04/20	Sept 30 2024	Sept 30 2028
Tasha Sport	04/20	Sept 30 2024	Sept 30 2028
Sharla Hotchkiss	04/20	Sept 30 2024	Sept 30 2028

Leah Lewis (Liasion)
Spencer Robnett (Council Liaison)

BUILDING AND FIRE CODE REVIEW COMMITTEE/CONSTRUCTION BOARD OF ADJUSTMENTS & APPEALS

(Membership – 9; Terms – 6 Years)

Shall consist of two architects, a fire protection contractor or specialist, a general contractor, an electrical contractor, a homebuilder, a plumbing and mechanical contractor, a structural engineer, a City Council Liaison

	Appt Date	Term Expires	Eligibility Expires
Ryan Almand (Electrical Contractor)	12/18	Sept 30 2024	Sept 30 2030
Jay Bradford (Architect)	12/18	Sept 30 2024	Sept 30 2030
Ron Ainsworth (Plumbing & Mechanical Contractor)	12/18	Sept 30 2024	Sept 30 2030
T.J. McClure (Architect)	12/18	Sept 30 2024	Sept 30 2030
Laurence Oeth (Structural Engineer)	12/18	Sept 30 2024	Sept 30 2030
David Hickman (Fire Protection)	12/18	Sept 30 2024	Sept 30 2030
Gary Glasscock (General Contractor)	12/18	Sept 30 2024	Sept 30 2030
Robert Anderson (Homebuilder)	12/18	Sept 30 2024	Sept 30 2030
Jeff Pinkstaff (Liaison)	12/18	Sept 30 2024	Sept 30 2030
Spencer Robnett (Council Liaison)			

CAPITAL IMPROVEMENT ADVISORY COMMITTEE

(Advisory)

(Membership – 7)

A minimum of 40% must be representative of real estate, development, or building industries who are not employees or officials of a political subdivision or governmental entity.)

	Appt Date
Carl Craigo	10/19
Walter Pate	06/18
Mark Payne	06/18
Courtney Black	06/18
Brian Sales	06/18
Chuck Harrington	06/18
Jose Ortiz (Liaison)	06/18
Lori Blong (Council Liaison)	

CITIZENS DEVELOPMENT AND HOTEL/MOTEL ADVISORY BOARD

(Advisory)

(Membership - 7; Terms - 2 Years Staggered)

4 2020, 3 -2021

	Appt Date	Term Expires	Eligibility Expires
Ellen K. Ramsey	10/18	Sept 30 2021	Sept 30 2023
David Blackketter	10/18	Sept 30 2021	Sept 30 2023
Joey Hopkins	10/18	Sept 30 2022	Sept 30 2022
Alex Singh	10/18	Sept 30 2022	Sept 30 2022
Becky Wisdom	10/18	Sept 30 2022	Sept 30 2022
Brandon Ofield	09/20	Sept 30 2022	Sept 30 2024
Clint Williamson	04/21	Sept 30 2023	Sept 30 2025
Amy Turner (Liaison)			
Lori Blong (Council Liaison)			

MIDLAND CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS

Five Directors, Elected by Local Taxing Entities.
City Nominates/Cast Vote for one Director
(Terms - 2 Years)

	Appt Date	Term Expires
Robert McNaughton	11/15	Dec 31 2021

MIDLAND DEVELOPMENT CORPORATION

(Membership - 7; Terms -3 Years - Staggered)

	Appt Date	Term Expires	Eligibility Expires
Chase Gardaphe	01/19	Jan 14 2022	Jan 14 2025
Wesley Bownds	07/15*	Jan 14 2022	Jan 14 2022
Barry Simpson	01/19	Jan 14 2022	Jan 14 2025
Stephen Lowery	01/17	Jan 14 2023	Jan 14 2023
P Lourcey Sams	04/20	Jan 14 2023	Jan 14 2026
Jill Pennington	04/20	Jan 14 2023	Jan 14 2026
Brad Bullock	04/21	Jan 14 2024	Jan 14 2027

Amy Turner (Liaison)
Lori Blong (Council Liaison)

MIDLAND DOWNTOWN PARK CONSERVANCY BOARD

(Membership - 7; City Appoints 3 Seats; Terms -3 Years - Staggered)

	Appt Date	Term Expires	Eligibility Expires
Barry Beal Jr.	08/18	Sep 30 2024	Sep 30 2024
David Byrd	08/18	Sep 30 2023	Sep 30 2023
Sharla Hotchkiss	07/20*	Sep 30 2022	Sep 30 2025

MIDLAND HIGHER EDUCATION FACILITIES CORPORATION

(Membership - 7; Terms - 2 Years Staggered)

	Appt Date	Term Expires	Eligibility Expires
Steve Jones	**09/08***	**Jan 1 2010**	**Jan 1 2012**
Cathy Oestmann	**11/05***	**Jan 1 2010**	**Jan 1 2010**
Vacancy		**Jan 1 2007**	
Vacancy		**Jan 1 2007**	
Vacancy		**Jan 1 2007**	
Vacancy		**Jan 1 2009**	
Curt Kamradt	**11/05***	**Jan 1 2014**	**Jan 1 2014**

Sharla Hotchkiss (Liaison)

MIDLAND HOUSING AUTHORITY COMMISSION

(Membership - 5; Terms - 2 Years expiring 3 even & 2 odd.)

Appointments Made by Mayor (LGC 392.031)

	Appt Date	Term Expires
Sylvestor Cantu	09/18*	Oct 2021
Cheryl Wadley (Resident Commissioner)	11/19	Oct 2021
Wes Gotcher	09/20	Oct 2022
Robert Lehrer	09/20	Oct 2022
Latoya Mayberry	06/21	Oct 2023

Isaac Garnett (Staff Liasion)

MIDLAND MUNICIPAL MANAGEMENT DISTRICT BOARD

(Ad Hoc)

	Appt. Date
Vacancy	
W. L. “Scooter” Brown	09/04
Vacancy	
Richard Hatchett	11/08
Vacancy	
Ted H. Jones	09/04
Mitch Malouf	11/08
Christi Newton	09/04
Dan Rush	09/04

MIDLAND-ODESSA URBAN TRANSIT DISTRICT BOARD

(Decision Making)

(Membership - 6; Terms - 2 Years Staggered)

	Appt Date	Term Expires	Eligibility Expires
E. J. Baldridge	10/18	Sept 30 2022	Sept 30 2022
Iris Foster	06/18*	Sept 30 2022	Sept 30 2022
Joseph Sanchez	12/19	Sept 30 2021	Sept 30 2023
Jack Ladd	07/20	Sept 30 2022	Sept 30 2024
Daniel Norwood	04/21	Sept 30 2023	Sept 30 2025
Elizabeth Haigler	04/21	Sept 30 2023	Sept 30 2025

Charles Harrington (Liaison)

OIL AND GAS ADVISORY COMMITTEE

(Advisory)
(Membership – 5; Terms – 3 Years expiring 2-2-1)
2 real property developer, real estate sales, or developer; 3 Lic. petroleum engineer, engineer w/ bachelor, or geologist

	Appt Date	Term Expires	Eligibility Expires
Stephen Brumley (Petroleum Eng.)	11/15	Sept 30 2021	Sept 30 2021
Bill Lanier (Real Estate)	09/18	Sept 30 2021	Sept 30 2024
Scott Bowden (Real Estate)	10/19	Sept 30 2022	Sept 30 2025
Ross Klabon (Petroleum Eng.)	10/19	Sept 30 2022	Sept 30 2025
Court Adkins (Petroleum Eng.)	09/17	Sept 30 2023	Sept 30 2023

Ron Jenkins (Liaison)

PARKS AND RECREATION COMMISSION

(Advisory)
(Membership - 9; Terms - 3 Years expiring 3-3-3.)

	Appt Date	Term Expires	Eligibility Expires
Shirley Howard	02/16*	Sept 30 2021	Sept 30 2024
Connie Ferguson	09/16	Sept 30 2022	Sept 30 2022
Stephanie Martin	10/16	Sept 30 2022	Sept 30 2022
Laura Smith	10/19	Sept 30 2022	Sept 30 2025
Francis Schammel	10/19	Sept 30 2022	Sept 30 2025
Susannah Prucka	04/20	Sept 30 2023	Sept 30 2026
Lynn Rogers	04/20	Sept 30 2023	Sept 30 2026
Dal Watson	09/20	Sept 30 2023	Sept 30 2026
Ron Stroman	09/20	Sept 30 2023	Sept 30 2026

Cristina Odenburg-Burns (Liaison)
John Norman (Council Liaison)

PERMIAN BASIN COMMUNITY CENTER FOR MH/MR (PermiaCare)

(Decision Making)
(Membership - 2 (City); Terms - 2 Years)

	Appt Date	Term Expires
Ryan Peckham (City)	08/20	June 2022
Derek Cook (City)	06/21	June 2023

PERSONNEL BOARD OF APPEALS

(Decision Making)
(Membership - 3; No designated terms. Mayor appoints.)

	Appt. Date
Scott Dufford	01/14
Hugh A. "Andy" Shaffer	09/05
Patrick Payton	01/20
Mark Widman (Liaison)	

PLANNING AND ZONING COMMISSION

(Advisory & Decision Making)
(Membership - 7; Terms - 3 Years)

	Appt Date	Term Expires	Eligibility Expires
Reggie Lawrence	09/14*	Sept 30 2021	Sept 30 2021
Chase Gardaphe	01/14*	Sept 30 2022	Sept 30 2022
Karmen Bryant	02/19*	Sept 30 2022	Sept 30 2025
Diane Williams	09/17	Sept 30 2023	Sept 30 2023
Lucy Sisniega	09/20	Sept 30 2023	Sept 30 2026
Stacey Jo Grosse	09/20	Sept 30 2023	Sept 30 2026
Zachary Deck	09/20	Sept 30 2023	Sept 30 2026
ALTERNATES:			
Emily Holeva	09/20	Sept 30 2023	Sept 30 2026
Adrian Carrasco	09/20	Sept 30 2023	Sept 30 2026
Elizabeth Shaughnessy (Liaison)			

ZONING BOARD OF ADJUSTMENT AND AIRPORT ZONING BOARD OF ADJUSTMENT

(Decision Making)
(Membership - 5; Terms - 2 Years expiring 3 odd & 2 even.)

	Appt Date	Term Expires	Eligibility Expires
Derek Whiting	01/18*	Sept 30 2021	Sept 30 2023
E.J. Baldridge	02/18	Sept 30 2021	Sept 30 2023
Reed Claybrook	03/19*	Sept 30 2022	Sept 30 2024
Robert Gray	01/21	Sept 30 2024	Sept 30 2026
James Gerety	04/21	Sept 30 2024	Sept 30 2026

ALTERNATES: (not applicable to Airport Zoning)

James Robert Franklin	Sept 30 2021
VACANCY	**Sept 30 2020**
VACANCY	**Sept 30 2020**
VACANCY	**Sept 30 2020**

* **Indicates appointment to an unexpired term.**

Board Member Districts

Airport Planning & Development Board

District	Name	Term Expires	Eligibility Expires
1	Nick Hood	Sept 30 2021	Sept 30 2021
3	Armand "Chip" Smith	Sept 30 2021	Sept 30 2024
2	Scooter Brown	Sept 30 2022	Sept 30 2022
3	Wes Reeves	Sept 30 2023	Sept 30 2023
1	Justin Kuethe	Sept 30 2022	Sept 30 2025
1	Nick McClure	Sept 30 2022	Sept 30 2025
3	Gena Linebarger	Sept 30 2023	Sept 30 2026
3	Butch Morgan	Sept 30 2023	Sept 30 2026
1	Benjamin Fietz	Sept 30 2023	Sept 30 2026
1	Joshua Lorenz	Sept 30 2023	Sept 30 2026

Animal Services Advisory Commission

District	Name	Term Expires	Eligibility Expires
2	Leah Lewis	Sept 30 2021	Sept 30 2025
2	Robert "Robin" Donnelly	Sept 30 2021	Sept 30 2021
4	Dr. Lee	Sept 30 2022	Sept 30 2022
3	Alyson Dial	Sept 30 2022	Sept 30 2026
County	Dr. Jensen	Sept 30 2024	Sept 30 2028
County	Tasha Sport	Sept 30 2024	Sept 30 2028
3	Sharla Hotchkiss	Sept 30 2024	Sept 30 2028

Building & Fire Code Review Committee/Construction Board of Adjustments & Appeals

District	Name	Term Expires	Eligibility Expires
1	Ryan Almand	Sept 30 2021	Sept 30 2021
4	Jay Bradford	Sept 30 2021	Sept 30 2024
3	Ron Ainsworth	Sept 30 2022	Sept 30 2022
3	T.J. McClure	Sept 30 2023	Sept 30 2023
4	Laurence Oeth	Sept 30 2022	Sept 30 2025
3	David Hickman	Sept 30 2022	Sept 30 2025
2	Gary Glasscock	Sept 30 2023	Sept 30 2026
4	Robert Anderson	Sept 30 2023	Sept 30 2026
3	Jeff Pinkstaff	Sept 30 2023	Sept 30 2026

Capital Improvement Advisory Committee

District	Name	Appt. Date
	Carl Craigo	10/19
1	Walter Pate	06/18
4	Mark Payne	06/18
1	Courtney Black	06/18
3	Brian Sales	06/18
	Chuck Harrington	06/18
	Jose Ortiz	06/18

Citizens Development & Hotel/Motel Advisory Board

District	Name	Term Expires	Eligibility Expires
3	Ellen Ramsey	Sept 30 2021	Sept 30 2023
1	David Blackketter	Sept 30 2021	Sept 30 2023
3	Joey Hopkins	Sept 30 2022	Sept 30 2022
4	Alex Singh	Sept 30 2022	Sept 30 2022
1	Becky Wisdom	Sept 30 2022	Sept 30 2022
3	Brandon Ofield	Sept 30 2022	Sept 30 2024
3	Clint Williamson	Sept 30 2023	Sept 30 2025

Midland Development Corporation

District	Name	Term Expires	Eligibility Expires
2	Chase Gardaphe	Jan 14 2022	Jan 14 2025
1	Wesley Bownds	Jan 14 2022	Jan 14 2022
1	Barry Simpson	Jan 14 2022	Jan 14 2025
3	Stephen Lowery	Jan 14 2023	Jan 14 2023
3	P Lourcey Sams	Jan 14 2023	Jan 14 2026
1	Jill Pennington	Jan 14 2023	Jan 14 2026
County	Brad Bullock	Jan 14 2024	Jan 14 2027

Midland Downtown Park Conservancy Board

District	Name	Term Expires	Eligibility Expires
3	Barry Beal Jr.	Sept 30 2024	Sept 30 2024
3	David Byrd	Sept 30 2023	Sept 30 2023
3	Sharla Hotchkiss	Sept 30 2022	Sept 30 2025
	VACANCY		
	VACANCY		
	VACANCY		
	VACANCY		

Midland Housing Authority Commission

District	Name	Term Expires
4	Sylvestor Cantu	Oct 2021
3	Cheryl Wadley	Oct 2021
1	Wes Gotcher	Oct 2022
3	Robert Lehrer	Oct 2022
1	Latoya Mayberry	Oct 2023

Midland-Odessa Urban Transit District Board

District	Name	Term Expires	Eligibility Expires
3	E.J. Baldridge	Sept 30 2022	Sept 30 2022
3	Iris Foster	Sept 30 2022	Sept 30 2022
4	Joseph Sanchez	Sept 30 2021	Sept 30 2023
3	Jack Ladd	Sept 30 2022	Sept 30 2024
3	Daniel Norwood	Sept 30 2023	Sept 30 2025
3	Elizabeth Haigler	Sept 30 2023	Sept 30 2025

Oil & Gas Advisory Committee

District	Name	Term Expires	Eligibility Expires
County	Stephen Brumley	Sept 30 2021	Sept 30 2021
1	Bill Lanier	Sept 30 2021	Sept 30 2024
1	Scott Bowden	Sept 30 2022	Sept 30 2025
1	Ross Klabon	Sept 30 2022	Sept 30 2025
3	Court Adkins	Sept 30 2023	Sept 30 2023

Parks & Recreation Commission

District	Name	Term Expires	Eligibility Expires
2	Shirley Howard	Sept 30 2021	Sept 30 2024
1	Connie Ferguson	Sept 30 2022	Sept 30 2022
1	Stephanie Martin	Sept 30 2022	Sept 30 2022
3	Laura Smith	Sept 30 2022	Sept 30 2025
4	Francis Schammel	Sept 30 2022	Sept 30 2025
4	Susannah Prucka	Sept 30 2023	Sept 30 2026
2	Lynn Rogers	Sept 30 2023	Sept 30 2026
4	Dal Watson	Sept 30 2023	Sept 30 2026
1	Ron Stroman	Sept 30 2023	Sept 30 2026

Permian Basin Community Center for MH/MR (PermiaCare)

District	Name	Term Expires
1	Ryan Peckham	June 2022
3	Derek Cook	June 2023

Personnel Board of Appeals

District	Name	Appt Date
1	Scott Dufford	01/14
2	John B Love III	01/14
1	Hugh "Andy" Schaffer	09/05

Planning & Zoning Commission

District	Name	Term Expires	Eligibility Expires
1	Reggie Lawrence	Sept 30 2021	Sept 30 2021
2	Chase Gardaphe	Sept 30 2022	Sept 30 2022
3	Karmen Bryant	Sept 30 2022	Sept 30 2025
1	Diane Williams	Sept 30 2023	Sept 30 2023
2	Lucy Sisniega	Sept 30 2023	Sept 30 2026
3	Stacey Jo Grosse	Sept 30 2023	Sept 30 2026
3	Zachary Deck	Sept 30 2023	Sept 30 2026
3	Emily Holeva (Alt)	Sept 30 2023	Sept 30 2026
4	Adrian Carrasco (Alt)	Sept 30 2023	Sept 30 2026

Zoning Board of Adjustments & Airport Zoning Board of Adjustments

District	Name	Term Expires	Eligibility Expires
3	Derek Whiting	Sept 30 2021	Sept 30 2023
3	E.J. Baldridge	Sept 30 2021	Sept 30 2023
3	Reed Claybrook	Sept 30 2022	Sept 30 2024
County	Robert Gray	Sept 30 2024	Sept 30 2026
4	James Gerety	Sept 30 2024	Sept 30 2026
4	James Robert Franklin (Alt)	Sept 30 2021	
	ALTERNATE VACANCY		
	ALTERNATE VACANCY		
	ALTERNATE VACANCY		

ANIMAL SERVICES ADVISORY COMMISSION

(Decision Making; Membership - 6: Terms - 4 Years Expiring 4 odd and 2 even)

September 2020 - August 2021

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Leah Lewis	Sept 30 2021	100%	7	7	Yes	Still Interested in Serving
Robert "Robin" Donnelly	Sept 30 2021	43%	3	7	No	
Dr. Laura (Erickson) Lee (Vet)	Sept 30 2022	71%	5	7		
Alyson Dial	Sept 30 2022	86%	6	7		
Dr. J. Annette Jensen (Vet)	Sept 30 2024	71%	5	7		
Tasha Sport	Sept 30 2024	100%	7	7		
Sharla Hotchkiss	Sept 30 2024	100%	7	7		

APPLICANTS NAME	Additional Boards Applying to	NOTES
Sierra Strickland (D1)		
Vanessa Medina (D3)		
Amy Barnhill (D1)	MHAC, P&Z, MDC	
Caitlin Egan (D3)		
Kenneth Woods (D4)	P&R	
Monica Perales (D3)		

AIRPORT PLANNING & DEVELOPMENT BOARD
(Advisory; Membership - 10: Terms - 3 Years Expiring 3-3-4)
Ex-Officio Members are the City Manager and the City Attorney. The Secretary is the Director of Aviation.

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Earl Erdman	Sept 30 2019	75%	9	12	Yes	
Vicki L. Hunt	Sept 30 2019	75%	9	12	No	
Scooter Brown	Sept 30 2019	33%	4	12	Yes	Interested in serving again
Ferrell Davis	Sept 30 2019	33%	4	12	Yes	
John Trischitti III	Sept 30 2020	50%	6	12		
Bill Dingus	Sept 30 2020	58%	7	12		
Wes Reeves	Sept 30 2020	42%	5	12		
Keith Valentine	Sept 30 2020	58%	7	12		
Armand "Chip" Smith	Sept 30 2021	42%	5	12		
Nick Hood	Sept 30 2021	67%	8	12		
Applicants Name	Additional Boards Applying to	COUNCIL NOTES				
James Robert Franklin	Midland Spaceport Development Corp, Oil & Gas Advisory Committee, Parks & Recreation Commission, Planning & Zoning Commission, Zoning Board of Adjustment & Airport Zoning Board of Adjustment					
Emily Holeva						

BUILDING CODES REVIEW COMMITTEE/CONSTRUCTION BOARD OF ADJUSTMENTS & APPEALS

(Membership - 9; Terms - 6 Years)

September 2020 - August 2021

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MEETINGS	ELIGIBLE FOR ANOTHER TERM	NOTES
Ryan Almand (Electrical Contractor)	Sept 30 2024		0	0	Yes	
Jay Bradford (Architect)	Sept 30 2024		0	0	Yes	
Ron Ainsworth (Plumbing & Mechanical Contactor)	Sept 30 2024		0	0	Yes	
T. J McClure (Architect)	Sept 30 2024		0	0	Yes	
Laurence Oeth (Structural Engineer)	Sept 30 2024		0	0	Yes	
David Hickman (Fire Protection)	Sept 30 2024		0	0	Yes	
Gary Glasscock (General Contractor)	Sept 30 2024		0	0	Yes	
Robert Anderson (Homebuilder)	Sept 30 2024		0	0	Yes	
Spencer Robnett (Liaison)	Sept 30 2024		0	0	Yes	

APPLICANTS NAME	Additional Boards Applying to	NOTES
Garner Gonzalez (County)	MDC	
Sonya Mucino (County)	CIAC	

AIRPORT PLANNING & DEVELOPMENT BOARD
(Advisory; Membership - 10: Terms - 3 Years Expiring 3-3-4)
Ex-Officio Members are the City Manager and the City Attorney. The Secretary is the Director of Aviation.
September 2020 - August 2021

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Nick Hood	Sept 30 2021	63%	5	8	No	
Armand "Chip" Smith	Sept 30 2021	50%	4	8	Yes	
Scooter Brown	Sept 30 2022	100%	8	8		
Wes Reeves	Sept 30 2023	88%	7	8		
Justin Kuethe	Sept 30 2022	63%	5	8		
Nick McClure	Sept 30 2022	88%	7	8		
Gena Linegarger	Sept 30 2023	75%	6	8		
Butch Morgan	Sept 30 2023	88%	7	8		
Benjamin Fietz	Sept 30 2023	75%	6	8		
Joshua Lorenz	Sept 30 2023	50%	4	8		

Applicants Name	Additional Boards Applying to	COUNCIL NOTES
Robert Gary Gray (D1)		
Ken Sapien (D1)		
Clayton Black (D3)		
Beverly Dillow (D4)		
Reggie Lawrence (D1)	CDHMAB, MDC, PBA	

CITIZENS DEVELOPMENT AND HOTEL/MOTEL ADVISORY BOARD

(Advisory; Membership - 7: Terms - 2 Years Staggered)

4-2020, 3-2021

September 2020 - August 2021

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Ellen K. Rasmsey	Sept 30 2021	100%	3	3	Yes	
David Blackketter	Sept 30 2021	100%	3	3	Yes	Not interested in serving again
Joey Hopkins	Sept 30 2022	100%	3	3		
Alex Singh	Sept 30 2022	100%	3	3		
Becky Wisdom	Sept 30 2022	67%	2	3		
Brandon Ofield	Sept 30 2022	100%	3	3		
Clint Williamson	Sept 30 2023	50%	1	2		Appointed April 2021

APPLICANTS NAME	Additional Boards Applying to	NOTES
Brennan Berry (D3)	MDC	
Vicky Hailey (D2)		
Reggie Lawrence (D1)	APDB, MDC, PBA	

CAPITAL IMPROVEMENT ADVISORY COMMITTEE

(Advisory)

n of 40% must be representative of real estate, developemtn, or building industries who are not employees or officials of as political subdivision or governmer

September 2020 - August 2021

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Carl Craigo		0%	0	1		
Walter Pate		100%	1	1		
Mark Payne		100%	1	1		
Courtney Black		100%	1	1		
Brian Sales		100%	1	1		
Chuck Harrington		100%	1	1		
Jose Ortiz		100%	1	1		
Applicants Name	Additional Boards Applying to	COUNCIL NOTES				
Sonya Mucino (County)	BFCRCCBA					

MIDLAND DEVELOPMENT CORPORATION
(Membership - 7: Terms - 3 Years - Staggered)
September 2020 - August 2021

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Chase Gardaphe	Jan 14 2022	82%	9	11	Yes	
Wesley Bownds	Jan 14 2022	100%	11	11	Yes	
Barry Simpson	Jan 14 2022	100%	11	11	Yes	
Stephen Lowery	Jan 14 2023	82%	9	11	Yes	
P Lourcey Sams	Jan 14 2023	100%	11	11	Yes	
Jill Pennington	Jan 14 2023	64%	7	11	Yes	
Brad Bullock	Jan 14 2024	36%	4	11	Yes	Appointed April 2021

Applicants Name	Additional Boards Applying to	COUNCIL NOTES
Michael Dietrich (D3)	P&R	
Nancy Ann Jones (D3)	PBA	
Amy Barnhill (D1)	MHAC, ASAC, P&Z	
Stephen Taylor (D3)		
Brabdi Alexander (D1)		
Brennan Berry (D3)	CDHMADB	
Zachary Deck (D3)		
Garner Gonzalez (County)	BCRCCBAA	
Guy McKenzie (D1)		
Melissa Mosier (D2)	ZBA&AZBA	
Reggie Lawrence (D1)	APBD, PBA, CDHMAB	

MIDLAND HOUSING AUTHORITY COMMISSION
(Advisory; Membership - 5: Terms - 2 Years Expiring 2-3)
September 2020 - August 2021

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Sylvester Cantu	Oct 30 2021	100%	4	4		Still Intrested in Serving
Cheryl Wadley (Res. Comm.)	Oct 30 2021	100%	4	4		Still Intrested in Serving
Wes Gotcher	Oct 30 2022	25%	1	4		
Robert Lehrer	Oct 30 2022	100%	4	4		
Latoya Mayberry	Oct 30 2023	0%	0	4		Appointed June 2021

Applicants Name	Additional Boards Applying to	COUNCIL NOTES
Ryan Rampton (D3)	P & R	
Amy Barnhill (D1)	ASAC, P&Z, MDC	
Adrian Urquidi (D1)	P&R	
Brandon Bradley (D2)		
Sheena Green (D3)		
Marjorie McQuerry (D1)		
Matthew Galindo (D2)	P&R	

MIDLAND-ODESSA URBAN TRANSIT DISTRICT BOARD
(Advisory; Membership - 6: Terms - 2 Years Staggered)
September 2020 - August 2021

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Joseph Sanchez	Sept 30 2021	82%	9	11	Yes	
E.J. Baldridge	Sept 30 2022	82%	9	11		
Iris Foster	Sept 30 2022	64%	7	11		
Jack Ladd	Sept 30 2022	55%	6	11		
Daniel Norwood	Sept 30 2023	36%	4	11		Appointed April 2021
Elizabeth Haigler	Sept 30 2022	27%	3	11		Appointed April 2021
Applicants Name	Additional Boards Applying to	COUNCIL NOTES				

OIL AND GAS ADVISORY COMMITTEE

(Advisory; Membership - 5: Terms - 3 Years Expiring 2-2-1)

2 Real Property Developer, Real Estate Sales, or Developer; 3 Lic. Petroleum Engineer, Engineer w/ Bachelor, or Geologist

September 2020 - August 2021

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Stephen Brumley (Petr En)	Sept 30 2021	56%	5	9	No	
Bill Lanier (Real Estate)	Sept 30 2021	78%	7	9	Yes	Not intrested in serving again
Scott Bowden (Real Estate)	Sept 30 2022	67%	6	9		
Ross Klabon (Petro. Eng.)	Sept 30 2022	78%	7	9		
Court Adkins (Petro. Eng.)	Sept 30 2023	67%	6	9		

Applicants Name	Additional Boards Applying to	COUNCIL NOTES
Layton Hargesheimer (D3)		
Juan Correa (D3)		
Jacob Holloman (D3)	P & R	
Rhett Bullock (D1)		
Cameron Willmann (D3)		

PARKS AND RECREATION COMMISSION
(Advisory; Membership - 9: Terms - 3 Years Expiring 3-3-3)
September 2020 - August 2021

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Shirley Howard	Sept 30 2021	100%	3	3	Yes	Still interested in serving
Connie Ferguson	Sept 30 2022	100%	3	3		
Stephanie Martin	Sept 30 2022	100%	3	3		
Laura Smith	Sept 30 2022	100%	3	3		
Francis Schammel	Sept 30 2022	100%	3	3		
Susannah Prucka	Sept 30 2023	67%	2	3		
Lynn Rogers	Sept 30 2023	67%	2	3		
Dal Watson	Sept 30 2023	67%	2	3		
Ron Stroman	Sept 30 2023	100%	3	3		

Applicants Name	Additional Boards Applying to	COUNCIL NOTES
Michael Dietrich (D3)	MDC	
Ryan Rampton ((D3)	MHAC	
Jacob Holloman (D3)	O & G	
Adrian Urquidi (D1)	MHAC	
Aaron Patino (D2)		
Matthew Galindo (D2)	MHAC	
Olle Lorehn (D1)		
Kenneth Woods (D4)	ASAC	

PLANNING AND ZONING COMMISSION
(Advisory; Membership - 7: Terms - 3 Years)
September 2020 - August 2021

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Reggie Lawrence	Sept 30 2021	73%	16	22	No	
Chase Gardaphe	Sept 30 2022	64%	14	22		
Karmen Bryant	Sept 30 2022	55%	12	22		
Diane Williams	Sept 30 2023	95%	21	22		
Lucy Sisniega	Sept 30 2023	86%	19	22		
Stacey Jo Grosse	Sept 30 2023	41%	9	22		
Zachary Deck	Sept 30 2023	91%	20	22		
ALTERNATES:						
Emily Holeva	Sept 30 2023	77%	17	22		
Adrian Carrasco	Sept 30 2023	68%	15	22		

Applicants Name	Additional Boards Applying to	COUNCIL NOTES
Steven Villela (D2)		
Amy Barnhill (D1)		
Beverly Dillow (D4)	APDB	

PERSONNEL BOARD OF APPEALS
(Decision Making)
(Membership - 3; No designated terms. Mayor appoints.)
September 2020 - August 2021

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Scott Dufford		100%	2	2	Yes	
Patrick Payton		100%	2	2	Yes	
Hugh A. "Andy" Shaffer		100%	2	2	Yes	
Applicants Name	Additional Boards Applying to	COUNCIL NOTES				
Nancy Ann Jones (D3)	MDC					
Anson Moreno (D1)	ZBA & AZBA					
Reggie Lawrence (D1)	MDC, APDB, CDHMAB					

PERMIAN BASIN COMMUNITY CENTER FOR MH/MR (PERMIACARE)
(Decision Making; Membership - 2 (City); Terms - 2 Years)
September 2020 - August 2021

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Ryan Peckham (City)	June 30 2022	89%	8	9	Yes	
Derel Cook (City)	June 30 2023	22%	2	9	Yes	Appointed June 2021
Applicants Name	Additional Boards Applying to	COUNCIL NOTES				

ZONING BOARD OF ADJUSTMENT AND AIRPORT ZONING BOARD OF ADJUSTMENT
(Advisory; Membership - 5: Terms - 2 Years Expiring 3 Odd & 2 Even)
September 2020 - August 2021

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Derek Whiting	Sept 30 2021	100%	1	1	Yes	Still Interested in Serving
E.J. Baldridge	Sept 30 2021	100%	1	1	Yes	Still Interested in Serving
Reed Claybrook	Sept 30 2022	100%	1	1		
Robert Gray	Sept 30 2024	0%	0	1		Appointed January 2021
James Gerety	Sept 30 2024	0%	0	1		Appointed April 2021
ALTERNATES: (not applicable to Airport Zoning)						
James Robert Franklin	Sept 30 2021		0	1		
VACANCY	Sept 30 2020					
VACANCY	Sept 30 2020					
VACANCY	Sept 30 2020					
Applicants Name	Additional Boards Applying to	COUNCIL NOTES				
Anson Moreno (D1)	PBA					
Melissa Mosier (D2)	MDC					
James Murphy (D1)						

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 2/4/2021

Name: Brennan Berry

Phone: (646) 460-4778 **(Home)**

Address: 1503 Harvard Ave.

(432) 242-8850 **(Business)**

Midland TX 79701

Email: bberry@erpfunds.com

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 5 **years.**

Occupation: Real Estate Investment

Professional and/or Community Activities:

Currently work as the Chief Operating Officer of ERP Funds, a Midland-based real estate investment fund that focuses on commercial real estate investments in the Permian Basin. I graudated from the Leadership Midland Class of 2018 and currently serve on the Midland Community Theater Board of Governors.

What is your personal vision for the City?

Midland is a city of entrepreneurs that have created an incredibly successful city however I think for Midland to really succeed in the future, we need to focus much more on quality of life and a big part of that is focusing on aesthetic improvements and amenities that all Midlanders can take advantage of.

Please specify any time constraints you may have.

Available to meet most weekdays, either during business hours or afterwards. I am generally pretty flexible in regards to timing.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

MIDLAND DEVELOPMENT CORPORATION

Please tell us why you are interested in serving on this board or commission.

The MDC plays a key role in business development in the city along with infrastructure improvements, both of which I am particularly interested in. As someone who does not directly work in Oil & Gas, I see the need to help diversify the local economy and encourage

small businesses to grow in our region.

What contribution would you most like to make?

With a backgroud in real estate, hospitality and project management, I believe I can share unique insights with the board and provide a small business perspective. I'd also like to specifically work on attracting new businesses to Midland that can help achieve some of the quality of life goals for the city.

Additional pertinent information or references:

I am a licensed real estate broker in Texas which I believe could be a qualification of interest to the board.

(2) Name of Board/Commission:

CITIZENS DEVELOPMENT AND HOTEL/MOTEL ADVISORY BOARD

What contribution would you most like to make?

I'd like to help prioritize projects that can be funded from the Hotel/Motel Tax that would most benefit the city and attract visitors to the area, particularly with business and leisure travel starting to return in 2021. With a new convention center in place, it will be critical to promote Midland as a destination to help ensure its success.

Additional pertinent information or references:

Prior to moving to Midland and joining ERP, I worked for Four Seasons Hotels and Resorts in both Dubai and London, focusing on business development, which I believe would serve me well on this board.

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant



Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

Submit Via Email

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 8-11-21

Name: Amy Barnhill

Phone: 432-262-3473 **(Home)**

Address: 3801 Crestgate Avenue

(Business)

Midland Texas 79707

Email: ABarnhill712@gmail.com

(City) (State) (Zip)

I am ____ I am not ____ a U.S. Citizen

Please tell us about yourself:

Are you a graduate of Midland 101? ____yes _____no

I have lived in Midland 24 **years.**

Occupation: Environmental Specialist

Professional and/or Community Activities:

Board Member Ellen Noel Museum

Board Member Cas de Amigos

Volunteer for Meals on Wheels

What is your personal vision for the City?

I want to see our city prosper but not to the detriment of its citizens. I want our community to embrace its strengths and reach out to its citizens who struggle. I envision a community who works together to make our city great.

Please specify any time constraints you may have.

I do work a full time job but have the flexibility to attend meetings and attend community events.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Midland Housing Authority Commission

Animal Services Advisory Committee

Please tell us why you are interested in serving on this board or commission.

I have a heart for those who cannot advocate for themselves and often times that is the elderly and animals. I believe these boards are a good place to start in service of the city.

What contribution would you most like to make?

I want to add value in whatever manner I can whether it is a new perspective or a fresh opinion. I want to serve the city of Midland as a valued member of the community and I want to contribute to its continued success.

Additional pertinent information or references:

I believe I have a lot to offer in terms of serving my community. I have lived in Midland for 24 years, had children and grandchildren in various schools and attend a couple of different churches. I have sat back and watched and listened and tried to learn a few things about our community. I believe it is now time to contribute.

(2) Name of Board/Commission:

Planning and Zoning Commission

Midland Development Corporation

What contribution would you most like to make?

These are other boards/commissions that I have interest in. I find it interesting how communities decide what businesses are of value to the community and the processes involved with the development and zoning of such entities.

Additional pertinent information or references:

I am a passionate worker bee. When I get involved with something I try to put a lot of passion behind it. I enjoy volunteering and working along side others to make our community a great place to be.

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

_____

Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 02/04/2021

Name: Brandi Alexander

Phone: 432-528-8920 **(Home)**

Address: 403 Pinewood Ct

432-617-9156 **(Business)**

Midland TX 79705

Email: balexander@firstbanktexas.com

(City) (State) (Zip)

I am [✓] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] **yes** [✓] **no**

I have lived in Midland 5 **years.**

Occupation: Marketing Director

Professional and/or Community Activities:

Current Board President for Midland Boys and Girls Club, Past Board President for Communities in Schools of the Permian Basin, Pa

Member of the Junior League of Odessa (7 years), Generations Graduate, Leadership Odessa Graduate

What is your personal vision for the City?

Personally, I would like to see more opportunities for families and education, such a Science Spectrum, or along those lines.

Midland has done a wonderful job at providing many restaurants, adequate housing, and shopping that are important

to our revenue streams and will be essential as we continue to grow.

Please specify any time constraints you may have.

I do work from 8:00 to 5:00 pm, but work allows for board meeting attendance.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Midland Development Corporation

Please tell us why you are interested in serving on this board or commission.

I have lived most of my life in the Permian Basin, and I am vested in making the area the best place to live. It is important to

have great opportunities for our families here and keep our area appealing.

What contribution would you most like to make?

I would like to contribute any expertise I can provide as an involved community member. In my years here, I have worked with several non-profits to grow our outreach through the communities and be effective. It has given me a clear view of many of our community needs and what we can do to make our city the best it can be.

Additional pertinent information or references:

Britney Mann: 432-556-4739, served with on past boards and have a strong business relationship with.

David Shipman: 432-212-8890, Currently work with at the bank and have served on boards with him.

Christi Callicoate: 432-553-6889, Strong business relationship and have worked together for non-profits

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Brandi Alexander

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City of Midland
City Secretary's Office
PO Box 1152
Midland, TX 79702
FAX: (432) 685-7433

Submit Via Email

Print Application

MIDLAND
Feel the Energy!

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 01/21/21

Name: Clayton Black

Phone: (432) 528-0461 (Home)

Address: #9 Lafayette Place — Same (Business)

Midland (City) TX (State) 79705 (Zip)

Email: claytonpblack@hotmail.com

I am ☑ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 30± years. (Midland & Martin Cos combined)

Are you a graduate of Midland 101? ☐ yes ☑ no

Occupation: Self Employed (oil/gas)

Professional and/or Community Activities: Gubanatorial Appointee: Currently serve on Tex. Appr. Lic. & Cert. Board, Graduate of Leadership Midland (2009), Have & still served on 7 comittees at Midland C.C., Republican Co. Chairman (Martin Co.) Delegate to State Republican Convention, Served on City of Lubbock's Structural Standards Commission *(Please see attached resume for full list)

What is your personal vision for the City?

To see Midland, TX continue to grow and develop both on an economic & state level through increased oil/gas exploration & to try and diversify in to other areas.

Please specify any time constraints you may have.

None

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Airport Planning & Development Board

Please tell us why you are interested in serving on this board or commission.

I consider this board to be a very key/instrumental entity for Midland & I believe that I am qualified to serve in this capacity. I currently own (2) Cessna Citation's that are housed at MAF and consider myself an aircraft enthusiast, & I understand how important our airports are to our city & would like to serve.

What contribution would you most like to make?

Once again, I would like to see Midland grow & develop in as many ways as possible and receive the recognition that we deserve and I believe that our airports are very important to our economic success. I would like to use my age, wisdom, education, & experience in any way possible to help contribute to this board!

Additional pertinent information or references:

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

Clayton Black

Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland
City Secretary's Office
PO Box 1152
Midland, TX 79702
FAX: (432) 685-7433

Submit Via Email

Print Application

CLAYTON P. BLACK

9 Lafayette Place, Midland, TX. 79705
claytonpblack@hotmail.com
www.lazylevenranch.com
(432) 458-3291 - business; (432) 528-0461 - cell

OBJECTIVE:
I am an experienced and self-motivated professional with polished managerial, engineering, and sales skills seeking to advance my career and contribute to the community in which I live.

EMPLOYMENT:

Lazy Leven Ranch, LLC. Stanton, TX.
President/Owner. Responsible for operating all aspects of family owned business including buying/selling of cattle, oil/gas leases and contracts, pipeline easements/right of way agreements, water sales, wind turbine leases and contracts. Recently completed course at Texas Tech University on Wind Power Systems, Technology and Economics. 06/2006-present.

Anchor Retaining Wall Systems, Denver, CO.
Regional Engineer/Regional Account Manager. Responsible for **managing** and **consulting** with licensee's in 18 states across the U.S. Primary focus is on Engineered Segmental Retaining Walls and its continued growth within these markets. Act as a consultant to specifying engineers and help design using mechanically stabilized earth technologies via the use of Anchor Block and give presentations as needed. Work with the sales team regularly and meet with the General Manager of each location on a quarterly basis to discuss sales objectives and how these goals can be met. 03/2005-06/2006

Contech Construction Products, Denver, CO & Lubbock, TX
Sales Engineer. Responsible for **sales** and **promotion** of over 100 products including storm sewer systems, underground storage detention systems, erosion control products and bridge structures with emphasis on corrugated metal and pvc pipes. Maintain job-site service to civil engineering and construction sites in Colorado and Texas. Assist specifying engineers with product design. Initiate all contractual agreements. 11/1997-03/2005

Texas Tech University, Lubbock, TX.
Research Assistant, Plant and Soil Science. Research team headed by Dr. Richard Zartman. Studies include carbon-based polymers as soil anti-crusting agents for crop seedling emergence, and application of biosolids to a semi-arid region in Sierra Blanca, Texas, as an alternative to land filling. 05/1997-11/1997

Trace Analysis Environmental Lab, Lubbock, TX.
Chemist. Performed numerous jobs including prep & analysis of various samples primarily for trace metals. Experienced in metals, wet chemical, and T.P.H. environmental labs instruments. 08/1995-05/1997

Environmental Hazard Consultants Inc., Lubbock, TX.
General Supervisor of Field Scouts & Fertilizer Sales. Recommended application of fertilizer use on cotton plants to stimulate growth and produce higher yields. Conducted general entomology tasks. 04/1995-08/1995

Smith Barney Shearson, Midland, TX.
Financial Advisor. 1992-1994

Du Pont/Stanton Chemical Co., Stanton, TX.
Sales Representative. Recommended application of Du Pont chemicals to producers. 1990

Texas Pest Management Association, Stanton, TX.
Head Field Scout. Recorded and analyzed data for referral to chemical companies. 1987-1989 (summers)

EDUCATION:

***Master of Science, Environmental Technology Management**, Department of Civil Engineering.*
Minors in Range and Wildlife Management and Geography.
Texas Tech University, Lubbock, TX. 1997 ***GPA: 3.4***

***Bachelor of Science, Management**, Department of Human Sciences.*
Texas Tech University, Lubbock, TX. 1992

Graduate Course Work

- **Thesis:** Research studies using cross-linked polymers for water retention in crop soil environments.
- Advanced Work in Specific Fields (Civil Engineering)
- Principles of Environmental Technology Management (Environmental Engineering)
- Environmental Impact Analysis (Civil Engineering)
- Economics of Manufacturing Systems (Industrial Engineering)
- Risk Management and Public Policy (Civil Engineering)
- Advanced Environmental Soil Science (Plant and Soil Science)
- Environmental Systems Models and Information Reporting (Environmental Engineering)
- Water and Wastewater Analysis (Civil Engineering)
- Organization and Management (Business Administration)

ORGANIZATIONS/CIVIC WORK:

Appointed by Gov. Rick Perry to serve on Texas State Board: Texas Appraiser Licensing & Certification Board. 2013-present. Re-Appointed by Governor Abbott in 2017 for another term

Midland Country Club: Golf Committee, Water Committee, Membership Committee, Finance Committee, Long Range Planning Committee, Board nominating/Search Committee, House Committee

NRA, Amer. Angus Assoc, Texas & Southwestern Cattle Raisers Assoc, Ducks Unlimited (lifetime sponsor). 2009-present

Leadership Midland 2008-2009

National Concrete & Masonry Association (NCMA) Certified Instructor. 2005

American Society of Civil Engineers, Denver, CO. & Lubbock, TX. 1998-present.

Texas Society of Professional Engineers, Lubbock, TX. 1998-2001

Republican Party of Texas:
Republican County Chairman, Martin Co. 2017-present; Republican Precinct Chairman for #62 in Lubbock, TX.; Lubbock County Republican Party Officer Exploratory Committee 2000; Officer (Sergeant at Arms) - Lubbock County Republican Convention 2000; Delegate – Texas State Republican Convention 2000

City of Lubbock – Structural Standards Commission 2000-2001

Lubbock Chamber of Commerce:
Legislative Committee & Transportation Committee 1999-2001; Leadership Lubbock 1999-2000

Broadway Festivals, Lubbock, TX. 4th on Broadway Logistics Chairman 1999

First United Methodist Church, Lubbock, TX.
FUMC Leadership Class; Lay Ministry. 1998-2001

Lubbock Lions Club, Lubbock, TX. 1998-2001.

Chamber of Commerce, Midland, TX. 1993

Midland, TX Jaycees:
Labor Day Rest Stop Chairman 1993; Mardi Gras Cook Off Chairman 1994.

Junior Achievement, Midland, TX. 1993-1994

Texas Tech University Student Senator: 1995-1996
Vice-Chairman of Student Services Committee; Student Service Fee Advisory Board

Phi Gamma Delta (Fiji) 1988-present:
Alumni Board of Chapter Advisors, Graduate Relations Chairman 1994, Inter Fraternity Council Representative 1991, Social Chairman and Rush Chairman 1990, Snowy White Owl Award 1990-1992, and 1994-1995, Awards Cup Chairman 1989, Intramural Football and Softball 1988-1992.


Black Ventures, LLC
Clayton Black
Owner


Black Ventures, LLC
#9 Lafayette Place
Midland, TX 79705
432.528.0461
claytonpblack@hotmail.com

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 6/1/2021

Name: Brandon Bradley

Phone: 432-260-1904 **(Home)**

Address: 1300 Lynn Avenue

432-934-2985 **(Business)**

Midland TX 79705

Email: brandonbradley89@yahoo.com

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 31 **years.**

Occupation:

Professional and/or Community Activities:

Entrepreneur

What is your personal vision for the City?

Growth & Diversity

Please specify any time constraints you may have.

Full time business owner and new father

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Midland Housing Authority Commission

Please tell us why you are interested in serving on this board or commission.

Housing is a great concern of mine.

What contribution would you most like to make?

To see an African American Chamber of Commerce or Business Collective start and educate, empower and market those of us wanting to be productive.

Additional pertinent information or references:

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland
City Secretary's Office
PO Box 1152
Midland, TX 79702
FAX: (432) 685-7433

Submit Via Email

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 4/7/2021

Name: Rhett Bullock

Phone: 713-818-4357 **(Home)**

Address: 1102 Silverton Drive Midland, TX 79705 **(Business)**

Email: Rhett.Bullock@gmail.com

(City) **(State)** **(Zip)**

I am [✔] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] **yes** [✔] **no**

I have lived in Midland 4.5 **years.**

Occupation: Drilling Operations Manager - O&G Engineer

Professional and/or Community Activities:

Chairperson and Steering Committee Member for the American Association of Drilling Engineers - Permian Basin;

Volunteers within the community with the Habitat for Humanity, Keep Midland Beautiful's Adopt-A-Spot program, and at the

West Texas Food Bank

What is your personal vision for the City?

The City of Midland should be a model of excellence in local governement with a safe, well-planned community that promotes

civic investments, dynamic partnerships, education, and innovation that allow anyone to prosper and feel at home. I'm hoping that I

can use my experience and training to help with the oil and gas activities within the city to protect the community and provide balance

Please specify any time constraints you may have.

I am blessed to have a 2-year old daughter and a loving wife, but no health issues or time constraints outside of a full-time job

that would provide additional experience for the advisory committee role.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Oil and Gas Advsiory Committee - serving the community as a licensed (TX) professional petroleum engineer

Please tell us why you are interested in serving on this board or commission.

I would like to use my education, training, and experience in different basins to assist the City of Midland with oil and gas related

business. My well construction knowledge/operational understanding should help us ask the appropriate questions when evaluating

permits and disagreements, as well as making informed recommendations.

What contribution would you most like to make?

I hope to be able to serve the community by making informed recommendations that protect our people, keep Midland beautiful, preserve the environment, and still support the safe production of the Permian Basin's valuable resources.

Additional pertinent information or references:

I'm currently employed by Endeavor Energy Resources, so I would likely need to abstain from anything related to EER's operations.

Spencer Robnett (City Council) would likely be willing to provide additional reference

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Midland, TX 79702
FAX: (432) 685-7433

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From:	Amy Turner
To:	Vanessa White
Subject:	FW: P&Z
Date:	Tuesday, August 17, 2021 9:24:56 AM
Attachments:	image001.png image002.png image003.png image004.png

FYI

Amy M. Turner, TRMC, MMC
City Secretary | City of Midland
O. 432-685-7430

300 N. Loraine | P.O. Box 1152 | Midland, TX 79702
F. 432-685-7433

ATTENTION ELECTED OFFICIALS:
A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act. Please reply only to the sender.

From: Adrian Carrasco <Adrian@premierenergypb.com>
Sent: Tuesday, August 17, 2021 8:26 AM
To: Amy Turner <aturner@midlandtexas.gov>
Subject: P&Z

Amy,

Good Morning!! I am writing to you this morning to request a consideration of myself being moved from an alternate position to a permanent position on the P&Z commission. It is an honor to serve on this commission and I always make sure I am available to serve when called as an alternate. I appreciate your recommendation and please feel free to call me with any questions. Looking forward to the continuation of serving our great city!!

Thank You,

Adrian Carrasco
President
Premier Energy Services LLC
4325537787

Sent from Mail for Windows

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 8/5/2021

Name: JUAN CARLOS CORREA

Phone: 432-853-2701 **(Home)**

Address: 3107 N BIG SPRING ST

432-247-8840 **(Business)**

MIDLAND TEXAS 79705

Email: JCCORREA@ENGVENTIONS.COM

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 7 **years.**

Occupation: CEO | ENGINEERING DIRECTOR

Professional and/or Community Activities:

Member of: ASME (American Society of Mechanical Engineers), SPE (Society of Petroleum Engineers), AOPA (Airtcraft Owners, anc

BAM BIZ HUB (Non Profit Community Program) Board member Oil & Gas Industry

What is your personal vision for the City?

Midland is a great place to live, where plenty of opportunities are just around the corner. We are at the heart of the one most vibrant

Energy foci on the planet, Oil & Gas, Wind Energy, and commerce it is the ideal place to create, and test novel endeavors. Plenty of

cultural values and traditions, besides industrial, and health care facilities, Midland is the perfect place to grow, and develop communi

Please specify any time constraints you may have.

I do not have a any constraints that may interfere with the position at the Advisory Committee

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Oil and Gas Advisory Committee

Please tell us why you are interested in serving on this board or commission.

In my 35 years in the oil industry, I have gained vast experience in Oil & Gas operations, combined with my ability to develop enginee

What contribution would you most like to make?

Ability to revise, and review working permit applications in the city region of competence

Interact with controllers and regulatory officials, to providing technical expertise

Disposition to mediate and recommend non-bias, and fair positions, in the case of disagreements with involved parts

Additional pertinent information or references:

Former UTPB professor Michael Crain. MCrain@BAMConsulting.com. 432-599-4386

Dr. Jose Delgado. Jodelo314@gmail.com. 432-260-9750

Mrs. Janeth Delgado.JanethDelgado63@yahoo.com. 432-770-3089

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

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City Secretary's Office
PO Box 1152
Midland, TX 79702
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Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 2/11/2021

Name: Zachary Deck

Phone: 703-659-5911 **(Home)**

Address: 1607 W Tennessee Ave

(Business)

Midland TX 79701

Email: zachary.e.deck@gmail.com

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 15 **years.**

Occupation: Senior Production Engineer at Diamondback Energy

Professional and/or Community Activities:

Midland Planning and Zoning Commission, Midland Spaceport Development committee, Rock the Desert board of directors, Midland real estate investors group, Stonegate student leader

What is your personal vision for the City?

I would like to see Midland become a hub of activity for economic and personal growth for the residents of the Permian Basin. I envision growing economic diversity growing Midland's ability to be the leader of the Permian. I have a vision of the city becoming a place where recent transplants increasingly want to put down roots and make Midland their home for years to come.

Please specify any time constraints you may have.

Planning and Zoning commission every other Monday in the afternoon. Student leader once a week for the remainder of the school semester. The remaining commitments are on a monthly or quarterly basis.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Midland Development Corporation

Please tell us why you are interested in serving on this board or commission.

While some may say the transition has already taken place, I believe Midland is on the threshold of transitioning from an oil town to an economically diverse and resilient economy. I am interested in bringing my experience and exposure from Washington DC home

to Midland to help us think outside the box and help Midland become the bellwether of the Permian of which we all know it capable.

What contribution would you most like to make?

I am extremely encouraged with the development that has been taking place recently at the Spaceport as well as the downtown revitalization. I am passionate about entrepreneurs and business development and would love the opportunity to be a part of MDC and help fledgling and growing business realize all the resources MDC makes available.

Additional pertinent information or references:

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 6/30/2021

Name: Michael "Mike" Dietrich

Phone: 281-513-4149 **(Home)**

Address: 2500 Seaboard Ave

_____ **(Business)**

Midland TX 79705

Email: Mike.wd1986@gmail.com

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 1.5 **years.**

Occupation: Business Development

Professional and/or Community Activities:

I serve on the membership committee of Midland Country Club.

What is your personal vision for the City?

I want to continue to keep Midland running efficiently to serve the people. After moving here last year, I realized how much I liked it here. One day I realized our dumpster lid was broken and I emailed the city about. LESS THAN 2 HOURS LATER the dumpster had a new lid. I was amazed and realized then I wanted to volunteer and help serve on a committee to continue these great efforts.

Please specify any time constraints you may have.

I have a rather flexible schedule since I am in sales for my occupation.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Midland Development Corporation

Please tell us why you are interested in serving on this board or commission.

I love this city and want to be involved in the continued improvement and development for generations to come.

What contribution would you most like to make?

Before sales I was in finance and have a very analytical, yet rational, business outlook.

Additional pertinent information or references:

(2) Name of Board/Commission:

Parks and Recreation Commission

What contribution would you most like to make?

As a parent of 2 young children we fell in love with the parks around town. I could bring a parent/user's perspective to the committee.

Additional pertinent information or references:

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Signature of Applicant



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City of Midland

City Secretary's Office

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Midland, TX 79702

FAX: (432) 685-7433

Submit Via Email

Print Application

Michael "Mike" Dietrich

2500 Seaboard Ave
Midland, TX 79705

© +1 (281) 513-4149
Mike.wd1986@gmail.com

Clariant (March 2021 – Present) **Midland, TX**

Business Development Manager *March 2021 – Present*

Hoover Ferguson (October 2019 – Present) **Midland, TX**

Regional Sales *October 2019 – March 2021*

This role required relocating full-time to Midland, TX to spearhead local sales and growth of assets, services, and transportation in the Permian Basin. Day to day duties include:

- Cold call prospects to gain new business
- Call on and support existing customers to retain and grow current business
- Prospect and analyze the feasibility of breaking into new industries or offerings
- Market and preemptively sell our new wash and service center prior to the grand opening

Nalco Champion (April 2015 – October 2019) **Houston, TX**

Account Manager, Chemicals – WellChem Technologies *November 2018 – October 2019*

This role has the added responsibility compared to district representative of managing the account across the United States and Canada. Additional duties include:

- Manage the profitability of a product portfolio spanning 2 different countries and currencies.
- Work with logistics and supply chain to ensure all possible efficiencies are utilized to keep costs down when moving and storing products in Canada from the United States.
- Collaborate with regional teams to support the customer and identify opportunities, needs, and/or deficiencies.

District Representative, Chemicals – WellChem Technologies *June 2017 – October 2018*

Responsible for managing one of the largest customers in our portfolio and supporting them throughout the United States. In 2017 the account was ~$12mm annually in revenue. For the year ending 2018, the account revenue was ~$51mm. Specific duties include:

- Create and grow relationships within all levels of the customer, from the field inventory controllers up to and including the executive team.
- Maintain visibility into the customer's plans to stay ahead of inventory needs in all the regions to ensure the ability to react to new business opportunities on short notice.
- Attend and participate in customer's weekly chemical S&OP to maximize the product portfolio, efficiency, and profitability.
- Coordinate with our internal supply chain network to manage the outlook and demand of products and have them at the necessary regions stored for the customer.
- Research market trends and customer initiatives to help grow new business within the account.
- Constantly work with RD&E to stay ahead of the newly developed technologies to bring to the customer.
- With production constraints to largest product line, it was imperative to drive adoption to new and different product lines at all levels of the company from field personnel to executives.

Manager, Financial Analysis Projects *April 2015 – June 2017*

Duties and specific projects include:

- Helped build and facilitate the acquisition of Keedak, Nalco Champion's distributor, in Nigeria. This project started with building the plan of how to acquire them, working through compliance and regulatory issues along the way, and continued all the way through the new employee's onboarding. This project involved multiple trips to Port Harcourt and Lagos, both in Nigeria.
- Lead an initiative to find and implement a preferred tank supplier for OFC North America that will yield upwards of $1mm in savings annualized.
- Coordinate Enterprise Excellence for all of OFC. Entails meeting to facilitate ideation sessions for projects and then check the status of projects against goals for the year.
- Responsible any specific financial roll up and tracking that is required by the EVP. An example of this being month over month trends and what is needed for the remainder of the year to hit a specific YOY growth target.
- An as needed resource for the business unit when there are additional resources needed for projects.

Hercules Offshore (January 2013 – April 2015) **Houston, TX / Nigeria**

Marketing and Financial Analyst *May 2014 – April 2015*

Responsible for the analysis of data from both a market and financial viewpoint, I compile and organize data from our sales force to vet for viable options, whether it is standard vessel charters, mergers & acquisitions, divestments, or mobilizations between markets. I also am responsible for developing regions that do not have a full-time sales presence.

- Develop an annual marketing plan for International Liftboats division
- Sponsor and run a monthly sales meeting with all regions and BD personnel
- Develop strategies for Business Development activities and programs
- Track and record all leads, provide an initial response to all inquiries
- Review and analyze P&Ls to look for emerging trends and opportunities
- Develop pricing models and train others in their use, keeping a catalog of models for different scenarios of purchasing, moving, and selling assets
- Maintain responsibility for all commercial tenders and bid documents that are outside of our standard operating regions, including the receipt of the notices and the development and delivery of the tenders and supporting those regions without BD personnel
- Develop the marketing presentation for liftboat marketing and sales
- Presentations and Slides: responsible for using data to produce marketing presentations for executives and Board Meetings such as the supply/demand analysis
- Reports: Weekly Summary Report and Monthly Operations and Sales Reports will be compiled with data from the regions
- Salesforce leader in maintaining the data and reporting from Salesforce
- Develops all marketing materials

HERO Management Trainee *January 2013 – May 2014*

Responsible for rotating through the entire business by spending 14 days offshore working as a roustabout and floor hand. Working in the offshore business enabled the maximum amount of hands on learning. Being on the front line of issues including well control and various emergency drills, allowed operational knowledge enabling me to work more efficiently when making decisions in the office.

When not on the offshore rotation, I would work in the corporate headquarters in each of the departments helping various business initiates. These duties can be as simple as making client

presentations or as complex and confidential as running scenarios to determine if a potential acquisition is profitable in the long run.

Apex Systems, Inc. (November 2010 – October 2012) **Columbia, MD**

Account Manager *March 2012 – October 2012*

- Identifying and cultivating new business by utilizing strategies including cold calling, leveraging referrals/contacts, sponsoring user groups, and monitoring local business trends.
- Responsible for managing a business portfolio of clients including government, private, and commercial clients.
- Supporting clients by interacting via frequent phone calls and on-site meetings.
- Entertaining clients with luncheons, meals, catered events, happy hours, and out of office activities.
- Communicating with the delivery team to ensure the understanding of requisitions so that the clients are supported efficiently and quickly.
- Tracking placements, dollar amounts, and responsible parties by keeping and updating an office facing whiteboard and a shared drive excel file, which is accessible by employees up to and including executive vice presidents.
- Held accountable for achieving goals set forth by my direct supervisor/manager on a weekly, quarterly, and yearly basis.

Technical Recruiter *November 2010 – March 2012*

- Sourcing and placing candidates by requirement specific recruiting and proactive geographical canvassing.
- Qualifying requisitions, submitting candidates, coordinating interviews, and receiving/making offers by interacting with clients through on-site appointments, email correspondence, and phone conversations.
- Tracking placements, dollar amounts, and responsible parties by keeping and updating an office facing whiteboard and a shared drive excel file, which is accessible by employees up to and including executive vice presidents.
- An integral part in helping grow the Baltimore Office to a 10+ year all-time high for weekly volume/profit.
- Training new hires on all essential recruiting functions from our proprietary candidate tracking system to organizational best practices to communication habits/skills.
- Held accountable for achieving goals set forth by my direct supervisor/manager on a weekly, quarterly, and yearly basis.

Award/Honor

Baltimore Rookie Recruiter of the Year – 2011

EDUCATION

Kutztown University of Pennsylvania – BSBA (Marketing)

- *3-year letter winner and 2-year football starter*
- *Started as a walk on and earned a scholarship*

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 8-30-21

Name: Beverly K. Dillow

Phone: 432-557-5650 **(Home)**

Address: 6312 Haywood Drive

_____ **(Business)**

Midland, TX 79707

Email: beverlydillow@me.com

(City) **(State)** **(Zip)**

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 40plus **years.**

Occupation: Homemaker/Owner,Operator of Comet Cleaners and Laundry

Professional and/or Community Activities:

What is your personal vision for the City?

I want to see Midland clean and safe and I would love to be a part of a group that would encourage those things. Also, would love to see Midland up to date and see steady businesses thrive.

Please specify any time constraints you may have.

The only issue would be when we travel.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Planning and Zoning

Please tell us why you are interested in serving on this board or commission.

I would think the Planning and Zoning Commission would be the avenue in helping our city with the ideas of being safe, clean and productive.

What contribution would you most like to make?

My ideas and thoughts on how to make Midland safe, clean and thriving. When we travel, I do see how other cities are kept and I have always hoped to see some of that here in Midland.

Additional pertinent information or references:

We own our business and have several locations and we work hard at making them attractive and I think that is a plus for Midland.

(2) Name of Board/Commission:

Airport

What contribution would you most like to make?

In traveling I've seen how other airports operate and how they look. I would hope that I would have ideas for ours as well.

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 8/31/2021

Name: Caitlin Egan

Phone: 432-638-8309 **(Home)**

N/A **(Business)**

Address: 1601 W Pine Ave

Midland Texas 79705

(City) (State) (Zip)

Email: caitlineganpierce@gmail.com

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 14 **years.**

Occupation: Landman

Professional and/or Community Activities:

I am a former veterinary technician and currently serve on the Board of Fix West Texas. I am also a volunteer and foster for Permian Basin Animal Advocates.

What is your personal vision for the City?

I would love to create an understanding for the need for animal welfare in this city. Push low cost spay/neuter and educate our community of the importance of spay/neuter and vaccinations. We need to educate our community on the options for surrendering an animal as well. MAS should be last resort! We must encourage owners to work with rescues to safely place their pet.

Please specify any time constraints you may have.

I work from home and generally have no issue with child care. Time constraints are of little issue.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Animal Advisory Commission

Please tell us why you are interested in serving on this board or commission.

As a former vet tech, Board Member of Fix West Texas and a volunteer/foster at Permian Basin Animal Advocates, animals are my passion. I am also very able to put aside emotion when necessary to view things in a clear and matter of fact manner.

What contribution would you most like to make?

I would love to help educate our community about animal welfare in hopes to relieve the burden that our employees at MAS have been forced to bear. We can reduce the number of animals coming into MAS with the proper resources and education for our community.

Additional pertinent information or references:

References: Kelsey Kuhrt: 432-661-2859

Karen Patterson: 254-715-2815

Jaime Alexander: 469-964-6473

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Caitlin Egan

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City of Midland

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Submit Via Email

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 8/30/2021

Name: Matthew Reyes Galindo

Phone: 432-381-4959 **(Home)**

Address: 1118 E. Dormard Ave.

(Business)

Midland Tx 79705

Email: Matt.Galindo@yahoo.com

(City) (State) (Zip)

I am [✔] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] **yes** [✔] **no**

I have lived in Midland 33 **years.**

Occupation: Maintenenace Scheduler (ProPetro Services)

Professional and/or Community Activities:

Acive in education through out Midland, currently serve on the Education Committee for the Midland Chamber of Commerce.

Bunche Elementary Liason for Partners in Education and a member of the Superintenedent Community Advisory Committee for MISD

What is your personal vision for the City?

My vision for Midland moving forward is one the focuses on family, community, education, economic prosperity,

and the equitable delivery of municipal services for all.

Please specify any time constraints you may have.

I am available Mid morning to afternoon and anytime after 4pm.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Parks and Recreation Commission:

Please tell us why you are interested in serving on this board or commission.

As a young father of 4, parks and recreation is a part of my families everyday life.

Looking to work with leaders and community members to impove parks and keep them safe for all to enjoy

What contribution would you most like to make?

I bring a father and life long Midlander perspective. This I believe would help me contribute in making decissions and envoling the community when it comes to getting our parks up to par and safe for all to enjoy.

Additional pertinent information or references:

Ed Mayberry- 432-638-3504

Courtney Rattliff- 214-801-9670

(2) Name of Board/Commission:

Midland Housing Authority Commission:

What contribution would you most like to make?

Assist the needs of the communitys low-income housing and educating the community about resouces available.

Additional pertinent information or references:

Ed Mayberry- 432-638-3504

Courtney Ratliff- 2174-801-9670

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

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City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

Submit Via Email

Print Application

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46.60

September 14, 2021

RIGHT OF WAY LICENSE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

Date:	August 11, 2021
Licensor:	CITY OF MIDLAND, TEXAS, a home-rule municipal corporation
Licensor's Representative:	Robert Patrick, City Manager
Licensor's Mailing Address:	P.O. Box 1152 Midland, Texas 79702
Licensee:	Endeavor Energy Resources, L.P.
Licensee's Representative:	**Ben Carter**
Licensee's Mailing Address:	110 N. Marienfeld St. Midland, Texas 79701
Property:	See **Exhibit A** attached hereto and incorporated herein for all purposes.

Licensee desires use of property owned by Licensor in Midland County, Texas (the "Property"), for purposes set forth below. Licensee acknowledges and agrees that it must obtain a license (the "License") in order to use the public lands of Licensor.

W I T N E S S E T H:

For and in consideration of the execution of this License and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

I. Term

A. Initial Term. This License shall be for a term of five (5) years (the "Initial Term"), commencing with the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Renewal Term. This License shall automatically renew at the end of the Initial Term for one (1) additional term of five (5) years, upon the written request of Licensee received by Licensor on or before one hundred twenty (120) days prior to the expiration of the Initial Term then in effect, subject to the express written consent of the governing body of Licensor.

C. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee

commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to cancel the License during the term of the License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of the License. All work and services under the License shall be suspended upon termination of the License becoming effective.

Upon termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred and eighty (180) days after termination of this License.

II. Financial Consideration

A. License Fee. The first year's license fee in the amount of FOUR HUNDRED and No/100 Dollars ($400.00) shall be due and payable on or prior to the Commencement Date of this License ("License Fee"). Licensee's failure to make the License Fee payment within thirty (30) days after the License Fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%).

B. Surface Damage Fee. Purposefully omitted.

C. Annual Fee. Licensee shall pay to Licensor an annual fee in the amount of FOUR HUNDRED and No/100 Dollars ($400.00), which shall be payable each year on or before the anniversary of the Commencement Date of this License.

D. Application Fee. At the same time the first year License Fee is due, Licensee shall pay a non-refundable one-time fee of ONE THOUSAND and No/100 Dollars ($1,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for the License.

E. Fee Adjustment. Prior to commencement of any renewal term, Licensor and Licensee shall negotiate in good faith to agree to an adjustment of the License Fee. If Licensor and Licensee are unable to reach an agreement regarding an adjustment to the License Fee, then the License Fee shall be determined by Licensor in its sole discretion, provided the new License Fee shall not exceed twenty-five percent (25%) of the License Fee paid for the last year of the Initial Term.

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F. Delivery of Payment. The License Fee payment shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. The License Fee payment shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon certain property of Licensor, being ten (10) feet in width of the pipeline location as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing, thereon, along the herein described pipeline location, a X-65/.316 steel construction pipeline not to exceed sixteen (16) inches in diameter, for the transportation of natural gas. **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline(s) and facilities described herein. The parties agree Licensee's failure to provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline(s) and facilities described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

B. Road Repair. Licensee covenants and agrees that it will repair any of Licensor's roads that Licensee damages on Licensor's property so that such roads will comply with Licensor's Standard Specifications.

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C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines and water meters owned by Licensor that Licensee, its employees, its agents or assigns, damage so that such water lines, sewer lines and water meters shall comply with the requirements of Licensor's Standard Specifications.

D. Depth. Licensee covenants and agrees that it will bury the pipeline(s) to be constructed hereunder no less than eight (8) feet in depth. All backfill used in burying such line shall be compacted to a density of ninety percent (90%), except where such pipeline(s) crosses under a paved or traveled portion of City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). Licensor shall be afforded the opportunity to test the density on all backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that Licensee's pipeline(s) intersects with a City of Midland utility line location, the pipeline(s) shall be bored at a depth of a least (i) nine (9) feet under all City of Midland water utility lines and (ii) two (2) feet under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

September 14, 2021

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, the specifications shall be approved by Licensor's Representative.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct

streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not (except to the extent of Licensor's gross negligence or willful misconduct) be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINE(S), CASING, OR COMPRESSOR STATION, ARISING OUT OF THE NEGLIGENCE, BUT EXCLUDING THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OF LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS**. If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances to the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically revert to Licensor, its successors or assigns, free and clear of any right, title, or interest in Licensee, or any re-entry by Licensor.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, maintain, replace or remove any pipeline or casing system built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her approval. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor work day. If not on a work day, Licensee shall notify Licensor's Representative on the first work day after repairs have begun.

J. Gates and Fences. Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed."

PACKET

Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

K. Trash. Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall by promptly removed from the Property.

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L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace above the land covered by this License for any purpose allowed by law and deemed necessary by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through said right of way occupied by Licensee. In the event of such work in connection with said purposes it shall be deemed necessary by Licensor, at Licensor's sole discretion, to alter, change, adapt, conform or relocate any pipeline, property, or casing of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor's City Council without any claim for reimbursement for the cost of the relocation or damages against Licensor. The relocation or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment

September 14, 2021

for alteration or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments.

IV. Standard General Conditions

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

Commercial General Liability (including Contractual liability):	
■ Personal Injury:	$1,000,000.00 per person $1,000,000.00 per occurrence
■ Property Damage:	$100,000.00 per occurrence
Business Automobile Liability:	$1,000,000.00 combined single limit-- Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$1,000,000.00 per accident or occurrence
Excess Liability:	$10,000,000.00 each occurrence $10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The parties agree that, prior to the execution of the License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. This decision shall be in Licensor's sole discretion.

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

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required by Licensee, and name the City of Midland as an additional insured. Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSE OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF LICENSEE, LICENSEE'S OFFICERS, AGENTS OR EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', AGENTS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE INCLUDING SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE(S),CASING SYSTEM, OR COMPRESSOR STATION IN LICENSOR'S RIGHT OF WAY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES, BUT ONLY TO THE EXTENT LICENSEE OWES LICENSOR AN INDEMNITY UNDER THIS PARAGRAPH.

LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY AND SAVE LICENSOR HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE PIPELINE(S), CASING SYSTEM, OR COMPRESSOR STATION DESCRIBED HEREIN.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSE OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT

ACT OF LICENSOR, LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', AGENTS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE INCLUDING SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE(S),CASING SYSTEM, OR COMPRESSOR STATION IN LICENSOR'S RIGHT OF WAY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, AND ALL COSTS AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY OF LICENSEE'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR ANY OF LICENSEE'S HANDLING, STORING, RELEASING, TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING, BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE PARTIES HEREBY EXPRESSLY WAIVE THEIR RIGHT TO RECOVER ANY PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. FURTHERMORE, IN NO EVENT SHALL LICENSEE'S INDEMNIFICATION OBLIGATIONS HEREUNDER EXTEND TO ANY CLAIMS, DAMAGES, INJURIES, DEATH, DAMAGES, LOSSES OR EXPENSES OF ANY CHARACTER WHATSOEVER TO THE EXTENT ARISING OUT TO THE GROSS NEGLIGENCE OF WILLFUL MISCONDUCT OF LICENSOR OR ANY OF LICENSOR'S OFFICERS, AGENTS, CONTRACTORS, SUBCONTRACTORS OR EMPLOYEES.

C. Assignment. The rights granted by this License inure to the benefit of Licensee. The rights and privileges shall not be assignable by Licensee without the express written consent of Licensor's City Manager. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager.

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

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

LICENSEE AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING, KNOWN RIGHT. LICENSEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS LICENSE. LICENSEE FURTHER ACKNOWLEDGES AND

AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN LICENSOR AND LICENSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

F. Governing Law & Venue. All performance and payment made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

G. Release. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS LICENSE, LICENSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LICENSOR, LICENSOR'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH LICENSEE HAS OR MIGHT HAVE IN THE FUTURE WITH REGARDS TO THIS LICENSE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, TORT CLAIMS, LICENSOR'S NEGLIGENCE OR CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS; PROVIDED, HOWEVER, THAT SAID RELEASE SHALL NOT EXTEND TO ANY DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION RELATING TO INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE ON THE PART OF LICENSOR.

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

I. Third Party Beneficiary. Licensor's approval of this License does not create a third party beneficiary. There is no third party beneficiary to this License. No person or entity who is not a party to this License shall have any third party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License,

Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

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

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties agree that this License does not constitute a License or Contract for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the greatest extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third party lacking privity to the License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, and maintain Licensor's facilities or structures described herein, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose, but does not require the use of the Property for a specific purpose. This License does not require Licensee to construct, operate, repair, maintain, replace or remove any of Licensee's facilities or structures described herein. Licensee is not providing a service to Licensor but is providing a service to Licensee's customers. Licensee is paying Licensor for a temporary interest in real property not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a

PACKET

restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

46.71

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Robert Patrick, City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Morris Williams, Assistant City Manager

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

September 14, 2021

LICENSEE:
ENDEAVOR ENERGY RESOURCES, L.P.

By: R. Ben Carter

Printed Name: R. Ben Carter

Title: Vice President - Land

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

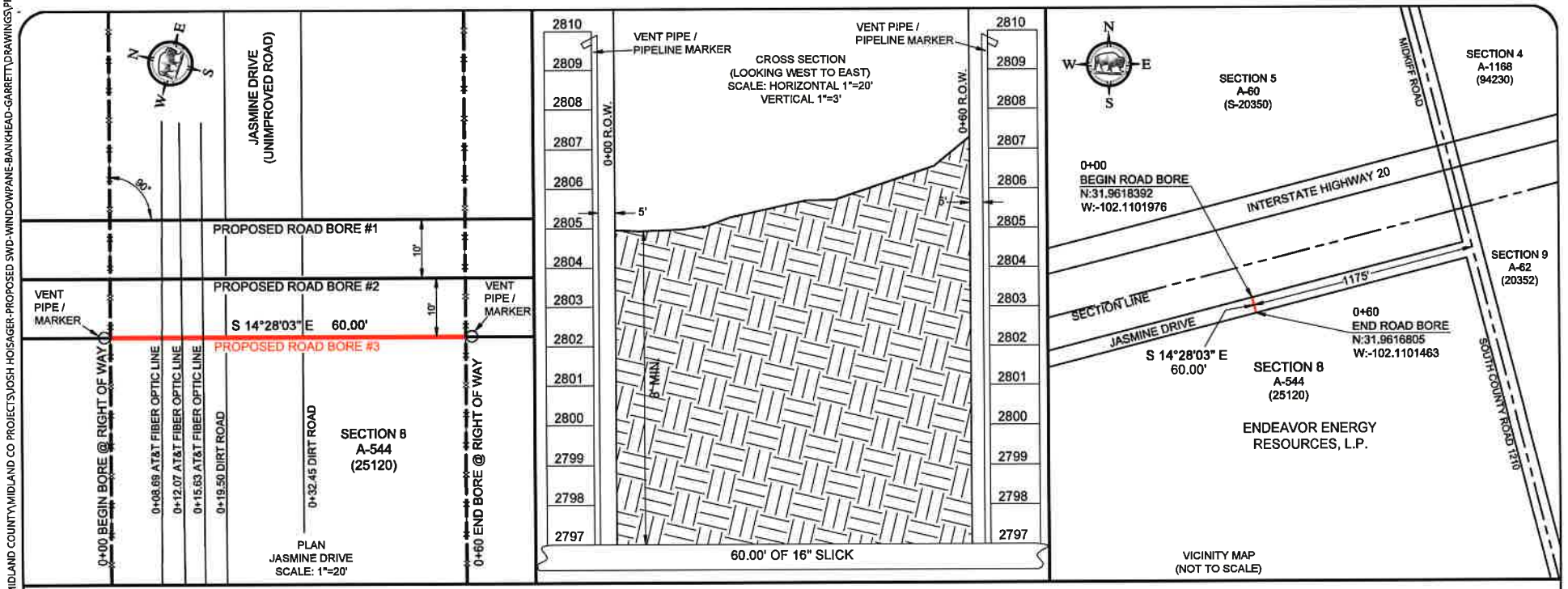
BEFORE ME, the undersigned authority, on this 15th day of July, 2021 personally appeared R. Ben Carter an officer of Endeavor Energy Resources, L.P. known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of July, 2021.

Laura D Swopes

Notary Public, State of TEXAS

Laura D Swopes
My Commission Expires
11/13/2024
ID No 129201512



NOTES:
PROPOSED ROAD BORE = (1) 16" SLICK (X65 .316) FOR GAS.

MAXIMUM OPERATING PRESSURE NOT TO EXCEED 285 PSI.
10.00 FEET SPACING BETWEEN PROPOSED BORES.

1-800-245-4545
WWW.TEXASONECALL.COM
TEXAS ONE CALL SYSTEM

James P. Keene
State of Texas
Registered Professional Land Surveyor
No. 5100

STATE OF TEXAS REGISTERED
JAMES P. KEENE
5100
PROFESSIONAL LAND SURVEYOR

Scale: 1"= 20'	DATE: 06-25-21
DRAWN BY: CR	
APPROVED: JPK	
PARTY CHIEF: JR	
PROJECT NO. 16-02490	

Road bore located 1175 feet west of S County Road 1210 @ intersection of Jasmine Drive.

BISON CREEK
LAND SERVICES, LLC
FIRM LICENSE NO. 10193880

Coordinates: NAD 83 Texas Central Zone.
Basis of Bearing is the Texas State Plane Coordinate System Central Zone, NAD 83.

PROPOSED ROAD BORE CROSSING

ENDEAVOR ENERGY RESOURCES, L.P.
PROPOSED ROAD BORE #3
IN RIGHT-OF-WAY OF
JASMINE DRIVE
SECTION 8, BLOCK 39, T-2-S
T. & P. RR CO. SURVEY,
CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS

SCALE: SHOWN IN ILLUSTRATIONS

BISON CREEK LAND SERVICES, LLC 24443 I-20, BLDG. 9, WILLS POINT, TEXAS 75169 PHONE: (903) 873 - 3600 WWW.BISON-CREEK.COM

Z:\BISON CREEK, LLC\2016\16-02490-ENDEAVOR MIDLAND COUNTY\MIDLAND CO PROJECTS\JOSH HOISAGER-PROPOSED SWD-WINDOWPANE-BANKHEAD-GARRETT\DRAWINGS\PROPOS

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 2/18/2021

Name: Garner Gonzales

Phone: 432-967-0699 **(Home)**

Address: PO Box 125

432-684-6410 **(Business)**

Midland Texas 79702

Email: garner@gonzalescontractors.com

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 25 **years.**

Occupation: Owner/General Contractor

Professional and/or Community Activities:

I serve as Vice President of Gonzales Contractors, LLC

Graduating this upcoming Summer 2021 with my Master of Business Administration from The University of Texas Permian Basin.

What is your personal vision for the City?

I am very passionate about my beautiful West Texas city of Midland.

I am eager to get involved in making Midland's growth and economic future prosperous.

My main goal is to make Midland a better place and leave Midland exponetially better for the next generation to come.

Please specify any time constraints you may have.

As I am the owner of my business, I am very flexible and can make time for any board meeting or gatherings.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Midland Development Corporation

Please tell us why you are interested in serving on this board or commission.

As I stated before, I am eager to get involved in making Midland's growth and economic future prosperous.

I want to get involved and truly see this as a great starting point.

What contribution would you most like to make?

I am a business owner and general contractor and would bring great aid and advice to making these development decisions.

Additional pertinent information or references:

Mayor Patrick Payton

Aron Marquez- CEO of Wildcat Oil Tools

Dale Redman - Former CEO of ProPetro Services Inc.

(2) Name of Board/Commission:

Building Codes Review Committee/Construction Board of Adjustments & Appeals

What contribution would you most like to make?

I am a business owner and general contractor and would bring great aid and advice to making these building code review decisions.

Additional pertinent information or references:

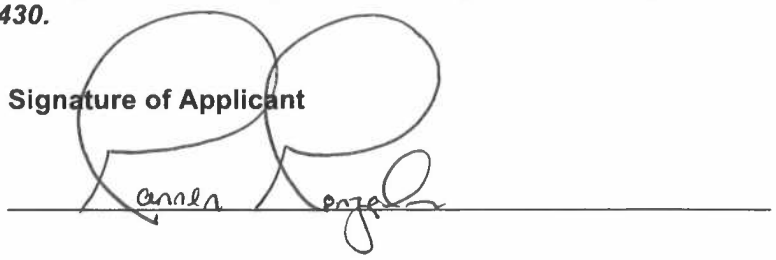
David Arrington - CEO of Arrington David H Oil & Gas

Justin Herricks-CEO of Precision Pipe Rentals

Zahir Noormohamed, CPA- Owner of Accounting Noormohamed Zahir

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant



Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

Submit Via Email

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: Robert Gary Gray

Address: 4309 Greenville Dr.

Midland TX 79707

(City) (State) (Zip)

Date: 1/4/2021

Phone: 4323527552 **(Home)**

4322215103 **(Business)**

Email: garygray@me.com

I am [✓] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

I have lived in Midland 25 **years.**

(I did graduate from Leadership Midland in the 1990s)

Are you a graduate of Midland 101? [ ] **yes** [✓] **no**

Occupation: Business owner / Physical Therapist

Professional and/or Community Activities:

Teen Flow Board of Directors (current), Midland Children's Rehab Center, Medical Advisory Board (current),

Green Tree Country Club Board of Governors (current) and past President, American Cancer Society (previous),

Texas Board of Physical Therapy Examiners (2006-2019, 6 years as Chair), radio broadcaster for MISD varsity football (current)

What is your personal vision for the City?

A thriving City that is attractive to businesses, entrepreneurs, and familes. To attain such we must improve all aspects of our environment and community including housing, schools, recreation and certainly the airport and all it involves.

Please specify any time constraints you may have.

None

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Airport Planning and Development Board

Please tell us why you are interested in serving on this board or commission.

I find myself traveling 30-40 times per year from MAF and feel that my input from a traveler/user perspective would have value.

What contribution would you most like to make?

Participation in prudent decision making that benefits all users, employees, contractors and tennants of the Midland airport.

Additional pertinent information or references:

Reference - Mayor Patrick Payton

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant



Applications may be submitted online via email or print in order to send by mail or fax:

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Print Application

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PLEASE TYPE OR PRINT CLEARLY:

Date: June 2, 2021

Name: Sheena R. Green

Phone: 432-210-8823 **(Home)**

Address: 2411 Haynes Dr

432-682-9701 **(Business)**

Midland TX 79705

Email: sgreen1182@gmail.com

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☑ **yes** ☐ **no**

I have lived in Midland 29 **years.**

Occupation: Development Director

Professional and/or Community Activities:

Development Director at Casa de Amigos of Midland, I currently serve the community of Midland TX through my role at Casa de Amig

My poistion allows me to build strong community relationships and collaborate with other nonprofits.

What is your personal vision for the City?

My vision for the City of Midland, TX is to help improve the overall well-being of all residents. Educaiton plays a large role in the succe

and stability of personal growth and self-awareness. My vision is to help guide Midland residence to the resources that Midland has to

I would like to be apart of Midland's continual growth and resources in my community.

Please specify any time constraints you may have.

I work full-time Monday-Friday 9am-5pm but my lunch hour is open, and weekends.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

I'm interested in the Midland Housing Authority Commission

Please tell us why you are interested in serving on this board or commission.

My knowledge of Midland and its resources makes me an ideal candidate for the Housing commission. Previous employment

opportunities and maturation introduced me to the importance of reliable, safe housing for everyone.

What contribution would you most like to make?

I'm at an age in my life that I'm realizing more and more how important a community is, I would like to be a voice for those who don't r

they have a voice. An advocate for people in the Midland community who don't understand the resources and support that our commu

has to offer to its citizens.

Additional pertinent information or references:

I've made wonderful connections working in the nonprofit sector over the last 10 plus years. Mrs. Michelle Evans- United Way Midlan

Mrs. Tonya Eckert- Casa de Amigos Midland, Mrs. Sherly Howard- Negro Professional Business Women and so many more.

(2) Name of Board/Commission:

Midland Housing Authority Commission

What contribution would you most like to make?

A voice for those in need. I'm familar with all sides of town in Midland County and I know my open-arm policy would be beneficial to M

residences.

Additional pertinent information or references:

I was the Regional Director/Membership Manager at GSDSW, Girl Scouts of the Desert Southwest for 5yrs. During that time I was ab

Make some great connections and friends. Mrs. Geriann Green - lifetime Girl Scout, Mrs. Laurie Johnson- NMC, and so many more.

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Sheena R Green Digitally signed by Sheena R Green
Date: 2021.06.02 10:26:55 -05'00'

Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

Submit Via Email

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 1/19/2021

Name: Vicky Hailey

Phone: 432-235-2044 **(Home)**

Address: P.O. Box 50008

432-688-4315 **(Business)**

Midland TX 79710

Email: vickyhailey@att.net

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 67 **years.**

Occupation: Administrative Assistant

Professional and/or Community Activities:

Served on the City Council for three consective terms (2003-2013)

What is your personal vision for the City?

My vision for Midland is to grow and change with the times and be inclusive for the entire city.

Please specify any time constraints you may have.

None

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Citizens Development and Hotel/Motel Advisory Board

Please tell us why you are interested in serving on this board or commission.

I served on this board while on City Council.

What contribution would you most like to make?

I will work for a shared vision for all of Midland. I am a good team player.

Additional pertinent information or references:

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant



Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland
City Secretary's Office
PO Box 1152
Midland, TX 79702
FAX: (432) 685-7433

Submit Via Email

Print Application

From: Amy Turner
To: Vanessa White
Subject: FW: P&Z Commission
Date: Tuesday, August 17, 2021 11:58:24 AM

Amy M. Turner, TRMC, MMC
City Secretary | City of Midland
O. 432-685-7430

300 N. Loraine | P.O. Box 1152 | Midland, TX 79702
F. 432-685-7433

ATTENTION ELECTED OFFICIALS:
A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act. Please reply only to the sender.

-----Original Message-----
From: Emily Holeva <emholeva@yahoo.com>
Sent: Monday, August 16, 2021 3:25 PM
To: Amy Turner <aturner@midlandtexas.gov>
Subject: P&Z Commission

Hi Amy!

I hope you're doing well and staying healthy! I spoke with Elizabeth today and she said if I was interested in moving from being an alternate to a commissioner on P&Z to email you. So here is my email saying I am very interested!
I'm going to ask Jack Ladd to recommend me. Do I need him to email you? Or how would that work?

Thanks so much!

Emily Holeva

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 7/19/2021

Name: Layton Hargesheimer

Phone: 432-413-7920 **(Home)**

Address: 2802 Lockheed Dr

432-687-3700 **(Business)**

Midland (City) Texas (State) 79701 (Zip)

Email: LaytonH@hannathon.com

I am [✔] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] **yes** [✔] **no**

I have lived in Midland 24 **years.**

Occupation: Petroleum Engineering

Professional and/or Community Activities:

Active Volunteer and Member of Redeemer Church of Midland

Member of the Society of Petroleum Engineers

What is your personal vision for the City?

My vision is to ensure that the city of Midland maintains the unique and valuable community it currently has while we continue to lead and grow.

Please specify any time constraints you may have.

none

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Oil and Gas Advisory Committee (Petroleum Engineer)

Please tell us why you are interested in serving on this board or commission.

I am interested in this board to make certain Midland's resources are developed adequately while making our city and comunity first priority. The Oil and Gas industry has been a passion and area i have been around my entire life.

What contribution would you most like to make?

To serve the City of Midland by offering my oil and gas experiance and knowledge as an Petroleum Engineer. I will commit to the citizens of Midland to serve in the best interest of our city with diligence and integrity.

Bachelor of Science in Petroleum Engineering fromt the University of Oklahoma

Additional pertinent information or references:

Dan Hord III , 432-253-7805 , danhord@hedlocinv.com

Randy Prude , 432-685-1980 , rprude@mcounty.com

Justin Kuethe , 432-238-1456 , justink@hannathon.com

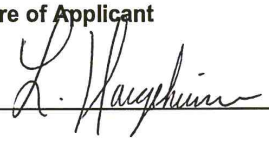
(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



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PLEASE TYPE OR PRINT CLEARLY:

Date: 8/24/2021

Name: Jacob Holloman

Phone: 7138051306 **(Home)**

Address: 1608 N J St

4326834391 **(Business)**

Midland TX 79701

Email: jacob.holloman@gmail.com

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 7 **years.**

Occupation: Consulting Engineer

Professional and/or Community Activities:

Society of Pretorluem Engineers

Professional Engineer

What is your personal vision for the City?

A city that grows to become a place people move to other than got a job here.

There is a lot of potential here, but most people don't realize it.

I want a city that people know what there is to do and become engaged with the city.

Please specify any time constraints you may have.

Most evenings doing work due to me having small children. Otherwise my schedule is flexible

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Oil and Gas Commission

Please tell us why you are interested in serving on this board or commission.

OIl and Gas is an area i am very familar with.

What contribution would you most like to make?

Additional pertinent information or references:

(2) Name of Board/Commission:

Parks and Recreation Commission

What contribution would you most like to make?

To help midland become more of a permanent place for people to be and not just a stop in their old and gas careers

Additional pertinent information or references:

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Signature of Applicant

Jacob Holloman

Digitally signed by Jacob Holloman
DN: cn=Jacob Holloman, o, ou, email=jacob.holloman@gmail.com, c=US
Date: 2021.08.24 10:28:49 -05'00'

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PLEASE TYPE OR PRINT CLEARLY:

Date: 7/15/2021

Name: NANCY ANN JONES

Phone: 432-230-5725 **(Home)**

Address: 706 EAST BROADWAY

432-682-3729 **(Business)**

MIDLAND TX 79701

Email: naevans@att.net

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 30 **years.**

Occupation: accounting

Professional and/or Community Activities:

What is your personal vision for the City?

A place where people of all races, religions and financial backgrouns can live and enjoy life

Please specify any time constraints you may have.

None

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Personnel Board of Appeals

Please tell us why you are interested in serving on this board or commission.

I have a background in Human Resources and I feel that all grievances should be heard in a timely manner and each employee s be able to do that in front of a non biased committee.

What contribution would you most like to make?

The ability to judge and make decisions on the information provided

Additional pertinent information or references:

(2) Name of Board/Commission:

Midland Development Corporation

What contribution would you most like to make?

As a tax payer in the city of Midland I feel that we shoulc be able to give our input on how our money is spent. I have seen how the board in the past has come under intense scrutiny for how they were spending our tax dollars.

Additional pertinent information or references:

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Signature of Applicant

Nancy Jones

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FAX: (432) 685-7433

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: Reggie Lawrence

Address: 4721 Timber Lane

Midland (City) TX (State) 79707 (Zip)

Date: 9/27/2021

Phone: 432.770.0881 **(Home)**

(Business)

Email: Reggie@LawrenceTX.com

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

I have lived in Midland 18 **years.**

Are you a graduate of Midland 101? ☑ **yes** ☐ **no**

Occupation: Self Employed

Professional and/or Community Activities:

Business owner 2000-Present. City Development Advisory Committee 2010-2014. City of Midland Planning & Zoning Commissioner 2013-Present; Chair 2020-2021. Midcities Community Church member 1987-2013; Stonegate 2013-Present. Permian Basin Petroleum Association 2010-Present.

What is your personal vision for the City?

Over the years, as time seems to move faster, I've realized how slowly things have changed for our city. There are many decisions that need to be methodically made in order for time to move into place and bring to fruition the outcome of decisions. Without explanation, this statement may seem negative, but it is not. I see now, how and why, it is so important to have good leadership.

Please specify any time constraints you may have.

I'm flexible.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Midland Development Corporation; Airport Planning and Development Board; Personnel Board of Appeals

Citizens Development and Hotel/Motel Advisory Board

Please tell us why you are interested in serving on this board or commission.

Being in business for most of my life, I have learned to appreciate large budgets and understand how to navigatate through rough financial times while maintaining the financial viability of a business.

What contribution would you most like to make?

A healthy vibrant city.

Additional pertinent information or references:

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



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PLEASE TYPE OR PRINT CLEARLY:

Date: 8/24/2021

Name: Olle Lorehn

Phone: 432-813-9997 **(Home)**

Address: 810 Woodland Park Avenue

_____ **(Business)**

Midland Texas 79705

(City) (State) (Zip)

Email: olle.lorehn@gmail.com

I am [✓] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] **yes** [✓] **no**

I have lived in Midland 1 **years.**

Occupation: Petroleum Engineer

Professional and/or Community Activities:

As I just recently moved to Midland, Texas within the last year (Nov 2020), I am now starting to search out ways that I can get involved in the Midland community by pursuing areas that coincide with my personal interests and passion for myself and my family.

What is your personal vision for the City?

I'd love to see a stronger network of hike & bike trails throughout the city that is interconnected and allows for safe, easy transit. Additionally, it'd be great to have additional mountain bike trail parks and kids playgrounds/parks throughout the city.

Please specify any time constraints you may have.

I have a full-time job as an engineer professional for Chevron Corp. where I work a M-F work schedule, 40+ hrs/week. That being said, I have flexibility within my role where I can attend various meetings or engagements during the week.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Parks and Recreation Commission

Please tell us why you are interested in serving on this board or commission.

To aid the City of Midland and its constituents in building a stronger network of interconnected hike & bike trails throughout the city to allow for safer and more enjoyable transit.

What contribution would you most like to make?

Progress the previously identified hike & bike trail system from 2015 through to completion.

Additional pertinent information or references:

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



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PLEASE TYPE OR PRINT CLEARLY:

Date: 3/24/2021

Name: Guy McKenzie

Phone: 432-770-1990 **(Home)**

Address: 5213 Green Tree Blvd

Same **(Business)**

Midland TX 79707

Email: primesourceguy@suddenlink.net

(City) (State) (Zip)

I am [✔] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] **yes** [✔] **no**

I have lived in Midland 38 **years.**

Occupation: Real Estate Investor / Manager

Professional and/or Community Activities:

Lifetime Ambassador for the Midland Chamber or Commerce, Lifetime Member of The Kiwanis Club, Past Lt Governor of TX/OK District of Kiwanis, past Vice Chair of the Midland/Odessa Urban Transit, past member of the Tax Increment Reinvestment Zone Board, leader at MidCities Community Church, member of Midland Market Place. Served on various boards over the years.

What is your personal vision for the City?

For Midland to continue to be a nice place to raise a family, visit, move to and work. For Midland to be a leading innovator in making the quality of life better for its citizens. To be an entrepreneur of ideas and their implementation that would help attract people to come here and live. To continue to help diversify our industy and attract new business.

Please specify any time constraints you may have.

I have no time constraints. I am self employed. I also have no conflicts of interest with any business or personal items that would prevent me from making prudent decisions.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov***)**

(1) Name of Board/Commission:

MDC- Midland Development Corporation

Please tell us why you are interested in serving on this board or commission.

I want to use my experience serving the city and helping promote and develop new and expanded businesses. I am motivated, interested, and I want to serve.

What contribution would you most like to make?

I would like to help in making wise funding decisions and coming up with ideas to keep our ecconomy to thrive. It is a great city and I want to help keep it that way.

Additional pertinent information or references:

I have the time and no conflicts of interest to serve on this board. References : Mike Davis - President, Lone Star State Bank 432-312-8609 c Greg Simmons - President, American Momentum Bank, 432-349-6061 c, Michael Trost - City Council, Garth Wright - SVP, Lone Star Bank, 853-1417 c,

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



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PLEASE TYPE OR PRINT CLEARLY:

Date: 5/24/2021

Name: Marjorie McQuerry

Phone: 432-528-4374 **(Home)**

Address: 3320 Haynes Ave

(Business)

Midland Tx 79707

Email: marjimcq@gmail.com

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 62 **years.**

Occupation: Staff Land Coordinator

Professional and/or Community Activities:

What is your personal vision for the City?

Please specify any time constraints you may have.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

City of Midland Housing Authority

Please tell us why you are interested in serving on this board or commission.

Have been on this board for a few years. Was unaware that I had been removed. No meetings were held in person during 2020 but attended remotely when meetings were held. I am familiar with the agency and have attended training.

_____

What contribution would you most like to make?

_____

_____

_____

Additional pertinent information or references:

_____

_____

_____

(2) Name of Board/Commission:

_____

_____

_____

What contribution would you most like to make?

_____

_____

_____

Additional pertinent information or references:

_____

_____

_____

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Marjorie McQuerry

Digitally signed by Marjorie McQuerry
DN: CN=Marjorie McQuerry, E=marjimcq@gmail.com
Reason: I am the author of this document
Location: your signing location here
Date: 2021-05-24 15:37:31
Foxit PhantomPDF Version: 10.0.0

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PO Box 1152

Midland, TX 79702

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MIDLAND
Feel the Energy!

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 7/25/2021

Name: Vanessa Medina

Phone: 575-649-4788 (Home)
432-557-3405 (Business)

Address: 1908 Ward St.

Email: Vanessa@midlandhumane.org

Midland (City) TX (State) 79705 (Zip)

I am [✓] I am not [ ] a U.S. Citizen

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] yes [✓] no

I have lived in Midland 7 years.

Occupation: Executive Director of Midland Humane Coalition

Professional and/or Community Activities:

Animal Rescue/Adoptions with Midland Humane Coalition

What is your personal vision for the City?

A city that is a no-kill community for its dogs & cats.

Please specify any time constraints you may have.

No Constraints

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Animal Services Advisory Commission

Please tell us why you are interested in serving on this board or commission.

I currenty work to help the public and its animals. Serving on this commission would allow me to do more for this city.

What contribution would you most like to make?

Advocating for the animals in our community.

Additional pertinent information or references:

Luann Morgan - luannmorgan@gmail.com

(2) Name of Board/Commission:

N/A

What contribution would you most like to make?

N/A

Additional pertinent information or references:

N/A

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Signature of Applicant

Ken C. Medlin

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PLEASE TYPE OR PRINT CLEARLY:

Date: 8/19/2021

Name: Anson (Andy) Moreno

Phone: 432-230-3092 **(Home)**

Address: 5117 Ashdown Place

(Business)

Midland TX 79705

Email: anson_moreno@yahoo.com

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 23 **years.**

Occupation: Human Resources

Professional and/or Community Activities:

Board of Directors - Camp Fire West Texas since 2014. Former President and Secretary (each 2 year terms)

Board of Directors - Permian Basin Society for Human Resource Management (PBSHRM) since 2017

Member, Mid-Cities Community Church since 1999

What is your personal vision for the City?

I want our city to be clean, safe, and to have great public schools. I also want our city to be financially responsible with a diverse economy.

Please specify any time constraints you may have.

N/A

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Zoning Board of Adjustment and Airport Zoning Board of Adjustment

Planning and Zoning Commission

Please tell us why you are interested in serving on this board or commission.

I have a sincere interest in understanding Building codes and Zoning. I want to play an active role in how our city government can best serve our businesses and citizens.

What contribution would you most like to make?

As a citizen and member of the business community, I bring perspectives that will be value added to the Board. Our citizens, businesses, and the city have mutual interests in how properties are developed. Property owners want to increase the utility and value of properties. The city wants planning that is consistent, safe, and increases the taxable value of properties.

Additional pertinent information or references:

Master of Business Administration - Concentration in Finance

Bachelor degree - Organizational Management

(2) Name of Board/Commission:

Personnel Board of Appeals

What contribution would you most like to make?

I have 15 years of Human Resources experience. I have conducted countless investigations and disciplinary actions. These matters require special consideration of the individual's past conduct, the particulars of the situation, policies, law, and precedence. I have experiences that would be directly beneficial to employees and the city.

Additional pertinent information or references:

Society for Human Resource Management - Senior Certified Professional (SHRM-SCP certification)

Master of Business Administration - Concentration in Finance

Bachelor degree - Organizational Management

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Signature of Applicant

Anson Moreno

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PLEASE TYPE OR PRINT CLEARLY:

Date: 4/13/2021

Name: Melissa Mosier

Phone: 4326409278 **(Home)**

Address: 708 Beckley Dr

4325619990 x 111 **(Business)**

Midland TX 79703

Email: mmosier@ez-rider.org

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 4 **years.**

Occupation:

Professional and/or Community Activities:

Member of Lifehouse Fellowship

What is your personal vision for the City?

I hope to see Midland continue to grow through the changes with economic downturn that we are facing. Providing affordabiilty in transportaton, housing, community out reach and growth. Being a transplant to this city, I want to learn and be apart of this city, I am looking for to this next chapter.

Please specify any time constraints you may have.

None

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

MIDLAND DEVELOPMENT CORPORATION

Please tell us why you are interested in serving on this board or commission.

I have worked here in Midland for the last four years, and I know this is home now with my children and I. So I want to step up and be there for the community. Learn and grow for my interpersonal goals, and then assist with anything I can.

What contribution would you most like to make?

With my background in HR and working for the Transit District I can bring my knowledge and skills to the discussions. Help with strategic planning, and law regulations.

Additional pertinent information or references:

Doug Provance- dprovance@ez-rider.org

Jack Ladd jackladdjr@gmail.com

EJ Baldridge ejbaldridge@gmail.com

(2) Name of Board/Commission:

ZONING BOARD OF ADJUSTMENTS AND AIRPORT ZONING BOARD OF ADJUSTMENTS (

What contribution would you most like to make?

Stepping up for my community, learning my city and where different projects are happening and how to assist in those. Learning the infrastructure of the airport, all that comes with it. I am new, but I am ready to help.

Additional pertinent information or references:

Director of Support Services- EZ Rider

Khamilton@ez-rider.org

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

M Mosa

Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

Submit Via Email

Print Application

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: August 30, 2021

Name: Sonya Luna Muciño

Address: P.O. Box 6055

Midland, TX 79704
(City) (State) (Zip)

Phone: 432.934.8358 (Home)
432.934.8358 (Business)

Email: sonya.lunamucino@exprealty.com
(all lowercase)

I am ☑ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 40 years.

Are you a graduate of Midland 101? ☐ yes ☑ no

Occupation: Realtor

Professional and/or Community Activities:

(local level) I serve on Governmental Affairs Committee, TREPAC committee, and Commercial Real Estate Committee at the Permian Basin Board of Realtors here in Midland. (State level) Risk Reduction + Commercial Real Estate Committees

What is your personal vision for the City?

to improve it as change becomes a constant factor.

Please specify any time constraints you may have.

Pick my daughter up from school at 4:00

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

1) Building + Fire Code Review Committee/Construction Board of Adjustments & Appeals
2) Capital Improvement Advisory Committee

Please tell us why you are interested in serving on this board or commission.

I've been a Realtor for 11 years and I have my experience and passion for the real estate industry to bring to the table.

What contribution would you most like to make?

My time & Knowledge; + participation

Additional pertinent information or references:

my Broker w/ EXP or my AE at the Board of Realtors

(2) Name of Board/Commission:

Capital Improvement Advisory Committee

What contribution would you most like to make?

participation -> my time

Additional pertinent information or references:

Same

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Sonya Luna Murano

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Midland, TX 79702
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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 6/3/2021

Name: Aaron Patino

Phone: 432-413-0329 **(Home)**

Address: 927 B Baird St

432-687-8211 **(Business)**

Midland TX 79701

Email: aaron@midland.biz

(City) (State) (Zip)

I am [✓] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] **yes** [✓] **no**

I have lived in Midland 36 **years.**

Occupation: Director of IT

Professional and/or Community Activities:

I currently sit as chair of the Partners in Education and Teacher Adoption Program. Also the volunteer representative for Rusk.

Sat on the MJBA board for 6 yrs. Coach for YMCA, B&G Club, USSA and MSA many years. Leadership Midland year 1 graduate.

Volunteered for 14 years at Midland Eastern Little League, board member for 11 years, President for 8 years.

What is your personal vision for the City?

To see Midland continue to be a leader in values, resources and industry. To promote an environment that is ideal for family life.

Water is critical to our city and it is critical we continue pursuing good sources of water for a better quality of life.

Please specify any time constraints you may have.

Wednesday evenings and all day Sundays I am unavailable.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Parks and Recreation Commission

Please tell us why you are interested in serving on this board or commission.

Because of my previous involvement with different sports organizations, parks and field usage I feel like this would be a good fit for me and for the board.

What contribution would you most like to make?

I would like to contribute my personal experiences as a community volunteer, as a father and as a native Midlander.

Additional pertinent information or references:

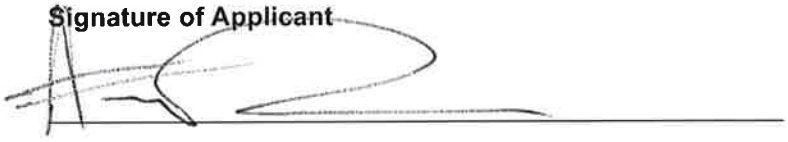
(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



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Print Application

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PLEASE TYPE OR PRINT CLEARLY:

Date: 1/31/2021

Name: James "Jim" Murphy

Phone: 432-557-1833 **(Home)**

Address: 6300 Chickasaw

432-631-2745 **(Business)**

Midland TX 79705

Email: jimm.murf@gmail.com

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 30 **years.**

Occupation: Assistant District Manager

Professional and/or Community Activities:

Servant leader at Stonegate Fellowship

What is your personal vision for the City?

My vision for the city of Midland is for it to be a place that is known not only for the work we do in the Basin, but to be a place for those workers to bring their families willingly to grow our community.

Please specify any time constraints you may have.

I am able to adjust my schedule with advance notice.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Zoning Board of Adjustment and Airport Zoning Board of Adjustment

Please tell us why you are interested in serving on this board or commission.

I believe that city codes are designed to address the most common issues that may arise. Sometimes there are special cosiderations that may need to be addressed. I believe that I can be a fair participant in the appeal process.

What contribution would you most like to make?

I would like to offer my experience in working with contractors to complete projects while representing the citizens of Midland.

Additional pertinent information or references:

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

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PLEASE TYPE OR PRINT CLEARLY:

Date: 6/3/2021

Name: Ken Sapien

Phone: 432-934-4084 **(Home)**

Address: 5010 Whitman Dr.

432-561-5780 **(Business)**

Midland Texas 79705

(City) (State) (Zip)

Email: KenSapien@BeyondET.com

I am [✔] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] **yes** [✔] **no**

I have lived in Midland 20 **years.**

Occupation: Executive -VP and Principal (engineering)

Professional and/or Community Activities:

Involved in Rotary, Assoiated General Contractors, American Society of Professional Engineers, Permian Basin Petroleum Associatic

Permiasn Basin Pipeliners Association. Have coached youth sports and developed a small company to mentor athletes throught the

recruiting process.

What is your personal vision for the City?

My vision would be for Midland to propser organically, with Safe communities, recreational offerings, a thriving economy and life long

learning oppurtunities that creat a synergy where all Midlanders can live healthy lives and continuously reinvent and prosper.

Please specify any time constraints you may have.

As an owner, I have the ability to make my own schedule, if im proactive about upcoming endeavors.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Any Available

Please tell us why you are interested in serving on this board or commission.

I would like to give back to this community as much as it has given to me. I believe I have good judgement and the

necessary skills to become an important assest to the board and serving its mission.

What contribution would you most like to make?

any contribution that would help the board or the commission to meet it's vision and goals

Additional pertinent information or references:

Served on the BOD for RRC Power and Energy (Bill Bong 512.538.8882), Beyond Engineering(Winter Yao 512.767.2809)

RRC Surveying (Gary Box 575.602.2424) and Calibration Solutions(Reggie Regimand 512.218.5988)

other refrences Andrew Mellen 432.262.0999, Dianne Anderson 432.684.4560

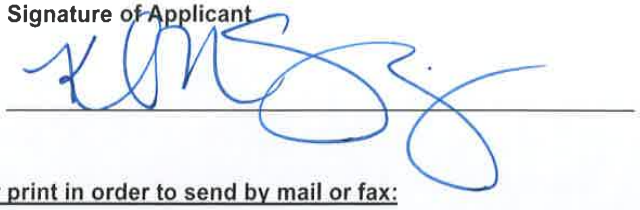
(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



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City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

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Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Name: Monica Perales

Address: 2600 McClintic Street

Midland TX 79705

(City) (State) (Zip)

Date: 9/3/2021

Phone: 956-235-3417 **(Home)**

432-687-1777 **(Business)**

Email: monicap@forl.com

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

I have lived in Midland 4.5 **years.**

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

Occupation: Attorney at Fasken Oil and Ranch, Ltd.

Professional and/or Community Activities:

I served on the Denver, CO mayor's Focus Neighborhoods initiative - addressing blighted and underprivileged neighborhoods, worke

in Denver's office of economic development and served on numerous charitable boards in CO and TX: Keep Denver Beautiful, Keep

Laredo Beautiful, Laredo Animal Protective Society (pres.), LULAC, LaRasa, Midland Humane Coalition, Denver Dumb Friends Leagı

What is your personal vision for the City?

To improve quality of life codes including their enforcement: litter, illegal dumping, enforcement of zoning codes, health and safety

code (unwanted pet population). Ideally, I'd like to enhance the public/private partnership between animal rescue groups and

the City of Midland so as to be more proactive regarding the overwhelming amount of unwanted pets in the area.

Please specify any time constraints you may have.

My work allows me to leave the office for meetings. My office hours are 8:30am to 5pm.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Animal Services Advisory Commission

Please tell us why you are interested in serving on this board or commission.

I have firsthand experience in addressing pet overpopulation and in forming public/private partnerships between a city and

animal rescue groups.

What contribution would you most like to make?

I'd like to share my experience in order to provide counsel to the group in how to best address the problem of unwanted pets. I'd like to share my perspective as a member of an ethnic minority group regarding pet ownership, spaying/neutering. I'd like to encourage a collaboration among other entities such as Crimestoppers for reporting animal abuse. There are many ideas to share.

Additional pertinent information or references:

I have a background in public relations which I used to our advantage as president of Laredo Animal Protective Society. There, I studied under the ASPCA in order to enhance our shelter regulations. I completely revamped our shelter guidelines, protocol, and led our team in the construction of a new city shelter.

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant *Monica Perales*

Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland
City Secretary's Office
PO Box 1152
Midland, TX 79702
FAX: (432) 685-7433

Submit Via Email

Print Application

UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001

December 19, 2018

Mr. Jay Cartwright
Radiation Safety Officer
Waste Control Specialists LLC
17101 Preston Road
Dallas, TX 75248

SUBJECT: RESPONSE TO THE AUGUST 30, 2018, WASTE CONTROL SPECIALISTS LLC REQUEST TO EXTEND THE POSSESSION TIME IN THE U.S. NUCLEAR REGULATORY COMMISSION SPECIAL NUCLEAR MATERIAL EXEMPTION ORDER CONDITION 8.B.4 TO WASTE CONTROL SPECIALISTS LLC (CAC NO. 001542/DOCKET NO. 070-7005/EPID NO. L-2018-LLO-0000)

Dear Mr. Cartwright:

On August 30, 2018, Waste Control Specialists LLC (WCS) sent a letter to the U.S. Nuclear Regulatory Commission (NRC) requesting relaxation of Condition 8.B.4 of the currently effective NRC Special Nuclear Material (SNM) Exemption Order to WCS. In the letter, WCS requested permission to possess U.S. Department of Energy (DOE) Los Alamos National Laboratory (LANL) Waste at the WCS Low-Level Waste Site (WCS Site) near Andrews, Texas, until December 23, 2020. The August 30, 2018, WCS letter is available in the NRC's Agencywide Documents Access and Management System (ADAMS) as Accession No. ML18250A289.

Since 2001, the NRC has issued one initial Order (see ADAMS Accession No. ML030130085 (2001 Order)) and three superseding Orders (see ADAMS Accession Nos. ML042650361 (2004 Order), ML092810374 (2009 Order), and ML14238A268 (2014 Order)) granting WCS exemptions from the requirements of 10 CFR Part 70, "Domestic Licensing of Special Nuclear Material," to possess Special Nuclear Material (SNM). Each Order has allowed WCS to possess greater than a critical mass of SNM, as defined in 10 CFR 150.11, "Critical Mass," without obtaining a Part 70 license from the NRC. The currently effective NRC Order (2014 Order) to WCS is dated December 3, 2014, and is available in ADAMS as Accession No. ML14238A268. The 2014 Order contains conditions that allow WCS to possess and store the LANL Waste at two locations at the WCS Site without obtaining an NRC Part 70 license. The LANL Waste is transuranic waste with SNM that originated from LANL and is destined for disposal at the DOE Waste Isolation Pilot Plant (WIPP) Facility in New Mexico. Currently, DOE transuranic waste may only be disposed at the WIPP Facility. The DOE closed the WIPP Facility after a radiation release event in February 2014 and then re-opened it in 2017. Subsequently, much of the LANL Waste was shipped to the WIPP Facility; however, some of the LANL Waste cannot be shipped from the WCS Site because it does not meet U.S. Department of Transportation (DOT) shipping requirements.

Order Condition 8.B.4. of the 2014 Order to WCS states that, "WCS is allowed to possess the LANL Waste for a maximum of 2 years." Order Condition 11 of the 2014 Order to WCS states that, "The Director of the Office of Nuclear Material Safety and Safeguards [NMSS] (or designee), may, in writing, relax or rescind any of the above conditions upon demonstration by

WCS of good cause." By letter dated March 28, 2016, (ADAMS Accession No. ML16095A361), WCS requested that the NRC extend the storage timeframe for the LANL Waste at the WCS Site until December 23, 2018. By letter dated September 23, 2016, (ADAMS Accession No. ML16097A265), the NMSS Director approved the 2016 WCS request.

In its August 30, 2018 letter, WCS requested that it be allowed to continue to store LANL Waste at the WCS Site until December 23, 2020 because the final disposition plan for the LANL Waste will not be implemented (i.e., all LANL Waste shipped from the WCS Site) before the current deadline of December 23, 2018. The DOE-led Integrated Project Team (which includes the DOE, the Texas Commission on Environmental Quality (TCEQ), the NRC, the U.S. Environmental Protection Agency, and WCS) is still determining a recommended path forward for the safe disposition of the LANL Waste. The Integrated Project Team was formed in response to separate orders to DOE and WCS from TCEQ in late 2015 directing those entities to provide a Joint Plan to TCEQ with options for disposition of the LANL Waste in storage at the WCS Site. The NRC joined the Integrated Project Team in May 2017. As part of its participation on the Integrated Project Team, the NRC is aware that developments in 2019 could allow all of the remaining LANL Waste in storage at the WCS Site to be safely shipped from the WCS Site under the DOT shipping requirements to WIPP, LANL, or elsewhere over time.

Consistent with both the 2014 Order to WCS and the September 2016, NRC letter to WCS modifying the 2014 Order Condition 8.B.4, the NRC has determined that an additional two-year extension of the timeframe for the storage of LANL Waste at the WCS Site is appropriate because: (1) it is consistent with the timeframe for storage of waste at the WCS Site previously approved by the NRC and permitted by TCEQ, while (2) the NRC maintains a definitive possession time specified in the Order.

As noted in both the 2014 Order to WCS and the September 2016 letter to WCS:

- the 2014 Order contains conditions that enable the LANL Waste to be safely and securely possessed and stored at the WCS Site;

- under the 2014 Order, WCS is responsible for the safe and secure possession of radioactive material at the WCS Site; and

- the 2014 Order contains conditions that require WCS to: (1) notify the NRC if any of the Order conditions are violated, and (2) obtain the NRC's approval prior to changing any activities associated with the Order conditions.

The NRC finds that the waste continues to be safely and securely stored at the WCS Site consistent with the requirements of the 2014 Order because there has been no change in the LANL Waste in storage at the WCS Treatment, Storage, and Disposal Facility (TSDF), with the exception of the LANL Waste that has already been shipped to the WIPP Facility. The NRC also finds that the LANL Waste in storage at the WCS Federal Waste Facility disposal cell continues to be safely and securely stored consistent with the requirements of the 2014 Order, as stated by WCS in its August 30, 2018 letter and confirmed via the NRC's participation on the Integrated Project Team.

Based on the above, the NRC has determined that WCS demonstrated good cause in satisfying the Condition 11 requirements of the 2014 Order to WCS, such that the NMSS Director is relaxing Condition 8.B.4 of that Order to allow WCS to possess the LANL Waste until December 23, 2020. Consequently, the possession time limit specified in Condition 8.B.4 of the NRC's 2014 Order to WCS is extended to December 23, 2020.

The NRC staff prepared an environmental assessment (EA) in support of its review of WCS' exemption request from NRC licensing requirements under 10 CFR Part 70. The EA (ADAMS Accession No. ML18333A025) can also be found at 83 FR 64902.

If you have any questions or need additional information, please contact Harry Felsher of my staff at Harry.Felsher@nrc.gov or at (301) 415-6559.

Sincerely,

/RA/

Marc L. Dapas, Director
Office of Nuclear Material Safety
and Safeguards

Docket No. 070-7005

cc: A. Forbes
Texas Commission on
Environmental Quality

SUBJECT: RESPONSE TO THE AUGUST 30, 2018, WASTE CONTROL SPECIALISTS LLC REQUEST TO EXTEND THE POSSESSION TIME IN THE U.S. NUCLEAR REGULATORY COMMISSION SPECIAL NUCLEAR MATERIAL EXEMPTION ORDER CONDITION 8.B.4 TO WASTE CONTROL SPECIALISTS LLC (CAC NO. 001542/DOCKET NO. 070-7005/EPID NO. L-2018-LLO-0000) **DATE December 19, 2018**

DISTRIBUTION: SPoy/MSST JPark/FCSE

ADAMS ACCESSION NO. ML18269A318 ***via email**

OFFICE	DUWP	DUWP	DUWP	OGC	DUWP
NAME	HFelsher	CHolston	RChang*	AGendelman*	JTappert
DATE	09/27/18	09/27/18	09/27/18	12/10/18	12/18/18
OFFICE	NMSS				
NAME	MDapas				
DATE	12/19/18				

OFFICIAL RECORD COPY

Differing Views on Path Forward and Recommendations for Certain Low-Level Radioactive Waste Disposal Rulemakings

There are differing views among some of the U.S. Nuclear Regulatory Commission (NRC) staff on assertions made in the Commission paper, "Path Forward and Recommendations for Certain Low-Level Radioactive Waste (LLRW) Disposal Rulemakings" (henceforth referred to as "the Commission Paper"). The major point of disagreement is whether the Low-Level Radioactive Waste Policy Amendments Act of 1985 (LLRWPAA) and the Atomic Energy Act of 1954, as amended (AEA) would allow greater than-Class C (GTCC) waste disposal to be regulated by Agreement States.[1] In addition, there are differing views on whether the NRC relinquished its GTCC regulatory authority to pre-1981 Agreement States.

LLRWPAA and AEA: Supports NRC's Exclusive Authority Over GTCC Waste

For more than 30-years, it was settled law and policy that GTCC waste disposal is a Federal responsibility requiring NRC-regulation under the LLRWPAA. The NRC worked closely with Congress to craft this legislation to include, among other things, the insertion and application of the phrase "NRC-regulated" to GTCC waste disposal. In testimony before Senate and House committees, Mr. Wayne Kerr, then-Director of the Office of State Programs, clearly articulated the Commission's position that GTCC waste disposal should be a Federal responsibility and should be "NRC-regulated."[2] Commissioner Baran noted this history in his vote on SECY-15-0094, "Historical and Current Issues Related to Disposal of Greater-Than-Class C Low-Level Radioactive Waste," in which the NRC staff recommended that the State of Texas be allowed to license the disposal of GTCC waste at the Waste Control Specialists (WCS) LLRW facility in Andrews, Texas. By citing numerous examples from the LLRWPAA's legislative history, the Commissioner's vote sheet clearly documents that Congress, States, and the NRC, all agreed, that the NRC is to be the exclusive licensing authority for all GTCC waste disposal. (See the NRC's Agencywide Documents Access and Management System [ADAMS] Accession No. ML15356A678). Commissioner Baran noted that:

> The staff paper and TCEQ [Texas Commission on Environmental Quality] letter pose the threshold question of how to interpret the GTCC-related provisions of the [Low-Level Radioactive Waste Policy] Amendments Act. Although it is a complex question, I believe the soundest reading of the Amendments Act is that it provides for exclusive NRC licensing of all GTCC waste disposal… Section 3(b)(1) of the Amendments Act states: 'The Federal Government shall be

Contact: Cardelia Maupin, NMSS/DUWP
301-415-4127

[1] This differing view does not address the NRC guidance," Concentration Averaging and Encapsulation Branch Technical Position," (80 FR 10165) that provided acceptable methods that can be used to perform concentration averaging of LLRW for the purpose of determining its waste class for disposal. However, it is notable that the Technical Position provides, "extreme measures to lower the waste classification should be avoided."

[2] The NRC testified on the proposed LLRWPAA before three Senate Committees, and to two House Committees. All of the NRC testimony indicated that GTCC disposal was to be NRC-regulated: (1) June 4, 1985 letter from NRC Chairman Nunzio J. Palladino to the Honorable Strom Thurmond, Chairman of the Committee on the Judiciary, (ADAMS Accession No. ML051720671); and (2) July 26, 1985 letter from Carlton Kammerer, Director of OCA, to the Honorable Morris Udall, Chairman of the Subcommittee on Energy and the Environment Committee on Interior and Insular Affairs, United States House of Representatives (ADAMS Accession No. ML051720672).

> responsible for the disposal of ... low-level radioactive waste with concentrations of radionuclides that exceed the limits established by the Commission for class C radioactive waste, as defined by section 61.55 of Title 10 of the *Code of Federal Regulations*, as in effect on January 26,1983]. This provision clearly establishes that disposal of GTCC waste is solely a federal responsibility. Section 3(b)(2) directly addresses the question of who licenses a GTCC waste facility. ... The plain language of the statute clearly indicates that NRC is the licensing authority for disposal of GTCC waste. There is nothing in the text of the provision that suggests that Congress contemplated or provided for Agreement State licensing of GTCC waste disposal facilities. ….
>
> Th[e] legislative history reinforces the plain language of the Amendments Act. … The statements of these key members of the Senate and House also show that Congress meant what it said in the statute: GTCC must be disposed of in an NRC-licensed facility. Conspicuously absent from all of these Congressional descriptions of the licensing responsibility for GTCC waste disposal is any mention of Agreement States or suggestion that Agreement States could license such a facility. ... It is difficult to believe that Congress intended to allow Agreement States to license GTCC waste disposal facilities without any legislators even hinting that this was the case.

The analysis in the Commissioner Baran's vote sheet is consistent with numerous NRC official statements, correspondence, and publications on GTCC waste disposal. They include, but are not limited to: (1) SECY-86-085," Low-Level Radioactive Waste Policy Amendments Act of 1985," dated March 11, 1986 (ADAMS Accession No. ML051730665); (2) Letter dated April 30, 1987 to the Honorable Quentin N. Burdick, Chairman, Committee on Environment and Public Works, United States Senate, from William C. Parler, NRC General Counsel, (ADAMS Accession No. ML051720675); (3) Transcript from the August 4, 1987, "Commission Briefing on the Management of Greater Than Class C (GTCC) Level Waste and the Low-Level Waste Program," (ADAMS Accession No. ML051720639); (4) NUREG/CP-0085, "Meeting With States on the Low-Level Radioactive Waste Policy Amendments Act (LLRWPAA) of 1985," June 24-25, 1986; (5) NUREG/BR –021, "Regulating the Disposal of Low-Level Waste, (ADAMS Accession No. ML120720225) published August 1989; (6) NUREG-1213, Rev. 1, "Plans and Schedules for Implementation of U.S. Nuclear Regulatory Commission Responsibilities Under the Low-Level Radioactive Waste Policy Amendments Act of 1985 (P.L. 99-240)," published August 1987; and (7) SECY-07-0180, "Strategic Assessment of Low-Level Radioactive Waste Regulatory Program," dated October 17, 2007 (ADAMS Accession No. ML071350299). This Assessment states, "NRC is responsible for reviewing a license application for a GTCC disposal facility."

In addition, Section 4(b)(3)(A) of the LLRWPAA states:

> Nothing contained in this Act or any compact may be construed to confer any new authority on any compact commission or State … to regulate the packaging, generation, treatment, storage, disposal, or transportation of low-level radioactive waste in a manner incompatible with the regulations of the Nuclear Regulatory Commission...

By the language in Section 4(b)(3)(A) and referencing the NRC's regulations at Section 61.55 of Title 10 of the *Code of Federal Regulations* (10 CFR) throughout the LLRWPAA, Congress

made it abundantly clear that the NRC is the exclusive regulatory authority for establishing requirements for disposal of all LLRW in the Nation, including GTCC waste disposal. The law also declares that the NRC's authority is not to be usurped by any compact or State.

NRC's Regulations: Supports NRC's Exclusive Authority Over GTCC Waste

In accordance with the LLRWPAA and the AEA, the NRC demonstrated its authority in the area of GTCC waste disposal by the promulgation of its final rule, "Disposal of Radioactive Wastes," (54 FR 22583, dated May 25, 1989). Throughout the Statement of Considerations (SOC) for the final rule, it is stated that GTCC wastes must be disposed of in a facility licensed by the NRC and that it is a Federal responsibility similar to high-level waste. Paragraph (e) of the SOC stated, "…GTCC wastes must be disposed of in a facility licensed by the NRC--a constraint imposed by the [LLRWPAA] LLWPAA." Moreover, the SOC for the final rule provided:

> First, by amending 10 CFR 61.55, it would henceforth require all greater-than-Class-C waste to be disposed of in a geologic repository unless an alternative proposal is approved by the Commission. Second, the jurisdictional reach of 10 CFR Part 61 would be extended to cover all activities of the Department of Energy that may be subject to the licensing and regulatory authority of the Commission. This is intended to reflect the policy of the Low-Level Radioactive Waste Policy Amendments Act, which provides that all commercially-generated waste with concentrations exceeding Class C limits shall be disposed of in a facility licensed by the Commission that the Commission determines is adequate to protect the public health and safety…

The language of the final rule implemented the NRC's authority over GTCC waste disposal in 10 CFR 61.55(a)(iv), which, among other things, provided:

> Waste that is not generally acceptable for near-surface disposal is waste for which form, and disposal methods must be different, and in general more stringent, than those specified for Class C waste. In the absence of specific requirements in this part, such waste must be disposed of in a geologic repository as defined in part 60 or 63 of this chapter unless proposals for disposal of such waste in a disposal site licensed pursuant to this part are approved by the Commission.

NRC's Compatibility Determinations: Supports NRC's Exclusive Authority Over GTCC Waste

As required by all Agreement States, the State of Texas acknowledged NRC's authority for GTCC waste disposal in its regulatory program by adopting regulations compatible with those of the NRC in 10 CFR 61.55 (a)(iv). The Texas Administrative Code 336.362(a)(2)(D), states:

> Waste that is not generally acceptable for near-surface disposal is waste for which form, and disposal methods must be different, and in general more stringent, than those specified for Class C waste. Disposal of this waste is regulated by the United States Nuclear Regulatory Commission.

The adoption of this regulatory language by the State of Texas was required by the NRC as a matter of compatibility in an October 2, 2003, letter from Mr. Paul H. Lohaus, Director of the

Office of State and Tribal Programs, to Ms. Susan Jablonski, Technical Advisor, TCEQ. (ADAMS Accession No. ML032760041). Mr. Lohaus specifically noted that:

> Texas is providing that Texas will regulate the disposal of GTCC waste. … Texas cannot regulate the disposal of such GTCC waste. The State needs to alter its definition [of Federal Facility Waste] to exclude GTCC that results from activities of NRC licensees to meet compatibility.

The October 2, 2003, letter was approved by the NRC Office of General Counsel (No Legal Objection) and the Office of Nuclear Material Safety and Safeguards through the NRC's concurrence process. The letter made it absolutely clear that the NRC did not relinquish its authority for the regulation of GTCC disposal to the State when the Texas Agreement was signed in 1963; otherwise the State would not have been directed to revise its proposed rule language to "meet compatibility." Thus, the letter was used as an enforcement vehicle for implementation of various provisions of Section 274 of the AEA that require Agreement State programs to be compatible with the NRC's regulatory program and require the NRC to periodically review Agreement State programs to ensure continued compliance.

Limits on Special Nuclear Material: Supports NRC's Exclusive Authority Over GTCC Waste

Another reason for the prohibition of Agreement State regulation of GTCC waste is that most of these waste streams contain special nuclear material (SNM), including strategic SNM (SSNM). Accordingly, Section 274(b)(3) of the AEA prohibits the NRC from relinquishing its authority for the regulation of SNM in critical mass quantities to an Agreement State. In addition, Section 274(m) of the AEA provides:

> No agreement entered into under subsection (b), and no exemption granted pursuant to subsection (f), shall affect the authority of the Commission under section 2201(b) or (i) of this title to issue rules, regulations, or orders to protect the common defense and security, to protect restricted data or to guard against the loss or diversion of special nuclear material.

Prevention of Criticality Accidents: Supports NRC's Exclusive Authority Over GTCC Waste

In addition, the high concentrations of SNM in GTCC waste streams raise concerns relative to potential criticality accidents at LLRW facilities. The NRC requirements that address these concerns are contained in 10 CFR 61.16 (b), *Safety information concerning criticality*. The adoption and enforcement of these regulations are reserved to the NRC and cannot be adopted by an Agreement State.

Protection of Common Defense and Security: Supports NRC's Exclusive Authority Over GTCC Waste

The authority for the protection of SSNM and SNM in critical mass quantities is related to the protection of the Nation's common defense and security and is reserved to the Federal government in accordance with the preamble of the Constitution of the United States of America. However, in spite of this reserved Federal authority, the NRC staff stated in the Commission paper:

> Additionally, for GTCC waste streams containing SSNM, the staff recommends exploring regulatory approaches that would allow for a single regulator for an Agreement State licensee disposing of GTCC waste in a land disposal facility, including potential amendment to 10 CFR 150.14 and 150.15.

As such, with these statements, the staff is indicating that they are considering relinquishing the NRC's reserved authority for the protection of the common defense and security to an "Agreement State" regarding SSNM and SNM through these "regulatory approaches." It is notable that an example of an "regulatory approach" of relinquishing NRC reserved authority is currently in place at WCS. Specifically, an NRC Order exempts WCS from a license for 10 CFR Part 70, "Domestic Licensing of Special Nuclear Material; thereby allowing the LLRW facility to possess SNM in quantities equal to or greater than critical mass quantities without NRC inspection or enforcement. It is very likely that the NRC staff will consider a similar "regulatory approach" to relinquish the regulation of GTCC waste disposal at the facility. In that, the Federal Register notice, "Waste Control Specialists, LLC (WCS); Order to Exempt Waste Control Specialists, LLC From Requirements Relative to the Possession of Special Nuclear Material (SNM)," 66 FR 57489, provides:

> Pursuant to 10 CFR 70.14,'the Commission may * * * grant such exemptions from the requirements of the regulations in this part as it determines are authorized by law and common defense and security and are otherwise in the public interest'….WCS requested the exemption because it expects that **the current limits set forth in 10 CFR part 150 will severely impact its ability to compete in the mixed waste treatment market. (Emphasis added)**

The NRC Order indicates that the exemption was a measure to increase WCS's competitive edge in the waste market. Whereas, other operating LLRW facilities who are WCS's competitors, Hanford, WA and Barnwell, SC, were required to have an NRC license for SNM in critical mass quantities from 1970 to 1997. In 1997, Hanford and Barnwell decided to lower their SNM possession limits below critical mass quantities so they would no longer need an NRC license (64 FR 50779 dated September 20, 1999). However, it is questionable that WCS that is owned by the Lehman Brothers Holdings Inc. that is worth over $600.00 billion in assets requested and received an exemption from an NRC license to possess SNM in critical mass quantities solely to increase their profit margins.

In addition, the NRC Order created a potential "gap" in the regulation of SNM at the WCS facility -- a virtual regulatory "free zone." In that, the provisions in the Texas Agreement and the Texas regulations, in 336.1(b) prohibit the State from regulating the possession of SNM in critical mass quantities. The Texas regulations provide that the NRC has authority for SNM in critical mass quantities in the State in accordance with 10 CFR Part 150, "*Exemptions and Continued Regulatory Authority in Agreement States and in Offshore Waters Under Section 274*." While, the State of Texas Agreement provides that the State can only regulate SNM "in quantities not sufficient to form a critical mass." Thus, the Texas Agreement and regulations indicate that NRC has the responsibility for SNM in quantities equal to or greater than critical mass quantities. However, the NRC has exempted WCS from its critical mass quantities regulations in 10 CFR Part 70. As a result, a potential regulatory gap has been created for non-regulation of SNM in in quantities equal to or greater than critical mass quantities at WCS. This type of regulatory arrangement is not consistent with the intents and purposes of Section 274 of the AEA and its legislative history. Specifically, the legislative history for Section 274 (g) of the AEA states:

> Subsection g. provides that the Commission is authorized and directed to cooperate with the States in the formulation of standards for the protection of public health and safety from radiation hazards and to assure that State and Commission programs for protection against radiation hazards will be coordinated and compatible. ... **in order to avoid conflict, duplication, or gaps**. JCAE Report to accompany H.R. 8755 (H.R. Report No. 1125, September 2, 1959, 86th Congress, 1s Session) at p. 9. **(Emphasis added)**

Avoidance of Dual Regulation: Supports NRC's Exclusive Authority Over GTCC Waste

In spite of the plain statutory language, clear legislative intent, longstanding administrative record, overwhelming evidence supporting GTCC as a Federal responsibility that is to be exclusively NRC-regulated, the Commission paper states:

> The staff recognizes that there are two possible interpretations …(1) a strict or "plain language" interpretation that would allow for NRC licensing of a GTCC waste disposal facility only, and (2) **a broad interpretation**, based upon the Amendments Act's legislative history and construing the Amendments Act together with AEA Section 274, that would allow for a willing Agreement State to license such a facility. **Both interpretations are legally valid**. **(Emphasis added)** The staff, however, continues to support the recommendation it made in SECY-15-0094, namely, that the Commission should adopt the broad interpretation allowing for Agreement State licensing…
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> * * * * * * * * * * *
>
> The draft regulatory basis recommended certain regulatory changes to NRC's requirements in 10 CFR Part 150, "Exemptions and continued regulatory authority in agreement states and in offshore waters under Section 274," to accommodate Agreement State regulatory oversight of most GTCC waste disposal without any **dual regulation.** However, under the Commission's 1979 final rule on the security of Category III **quantities of SSNM, the agency stated such SSNM was subject to the Commission's interest in protecting the common defense and security. Under Section 274(m) of the AEA, such activities are reserved to the NRC and thus require dual regulation of this material (i.e., safety by the Agreement State and security by the NRC)**. **Accordingly, certain GTCC waste streams containing Category III quantities of SSNM would require NRC oversight of security activities, absent an explicit Commission reconsideration of the basis for the 1979 final rule. (Emphasis Added)**

The NRC staff's "broad interpretation" with its "construing" of laws would create a dual regulation framework that would allow Agreement State regulation of GTCC waste disposal. Thus, the staff is proposing to create a regulatory construct in direct conflict with the intents and purposes of Section 274 of the AEA and the provisions of 10 CFR 8.4*, "Interpretation by the General Counsel: AEC jurisdiction over nuclear facilities and materials under the Atomic Energy Act*." Specifically, Section 274 of the AEA, in the purpose section, paragraph (a)(3) provides that the law is, "to promote an orderly regulatory pattern between the Commission and State governments with respect to nuclear development and use and regulation of byproduct, source, and special nuclear materials." In order to ensure this orderly regulatory pattern, the legislative

history indicates that “dual regulation” should be avoided. The creators of the legislation expressed concerns that dual regulation could cause ambiguous lines of authority between the State and the Federal government that could lead to adverse impacts on public health and safety. The avoidance of dual regulation was expressed by the Commission’s General Counsel, at the time, Mr. Robert Lowenstein, during the May 1959, Section 274 hearings as follows:

> We think it [concurrent jurisdiction] leads to divided responsibility and may lead to bad safety controls because you have too many cooks in the broth, so to speak, without any one level of government having a primary responsibility for it to assure that uses of materials are appropriately regulated.” (May 1959 hearings at page 315)

In addition, strong opposition to dual regulation was expressed in the Joint Committee on Atomic Energy (JCAE) Report that accompanied the final Section 274 bill as follows:

> It is not intended to leave any room for the exercise of dual or concurrent jurisdiction by States to control radiation hazards by regulating byproduct, source or special nuclear materials. The intent is to have the material regulated and licensed either by the Commission, or by the State and local governments, but not by both. (Federal-State Relations in the Atomic Energy Field, Hearings before the JCAE, September 2, 1959, 86th Congress, 1st Session, Report No. 1125, pp. 10-12.)

Federal Preemption: Supports NRC’s Exclusive Authority Over GTCC Waste

In the Commission paper, at footnote 6, it provides that the NRC’s authority for GTCC waste disposal was relinquished to pre-1981 Agreement States (i.e., those signed before the publication of the “Criteria for Guidance of States and NRC in Discontinuance of NRC Regulatory Authority and Assumption Thereof by States Through Agreement” published on January 23, 1981, 46 FR 7540). The term “GTCC waste” was not defined until after the publication of 10 CFR Part 61 on December 27, 1982 (47 FR 57446). Nevertheless, by these statements, the staff is declaring that an NRC policy statement and a State Agreement document has more authority than the LLRWPAA that was passed by Congress and signed into law by the President of the United States of America on January 15, 1986. Thus, the staff’s “broad interpretation” with its “construing” of laws conflicts with the Commission’s Federal preemptive authority as described in 10 CFR 8.4 (c) that states:

> The Atomic Energy Act of 1954 had the effect of preempting to the Federal Government the field of regulation of nuclear facilities and byproduct, source, and special nuclear material. Whatever doubts may have existed as to that preemption were settled by the passage of the Federal-State amendment to the Atomic Energy Act of 1954 in 1959.

In addition, the NRC’s staff’s “broad interpretation” granting GTCC waste regulatory authority to pre-1981 Agreement States is contrary to preemption case law. In that, footnote 2, SECY-05-0170, “Proposed Agreement Between the State of Minnesota and the Commission Pursuant to Section 274 of the Atomic Energy Act of 1954, as amended,” (ADAMS Accession No: ML0525704), provides:

> Case law establishes that Congress has preempted the field of nuclear safety. In Pacific Gas & Electric Co. V. State Energy Resources Conservation and

> Development Commission, 461 U.S. 190 (1983), the Court concluded that "State safety regulation is not pre- emptied only when it conflicts with Federal law. Rather, the Federal Government has occupied the entire field of nuclear safety concerns,…, When the Federal Government completely occupies a given field or an identifiable portion of it, … the test of pre-emption is whether 'the matter on which the State asserts the right to act is in any way regulated by the Federal Act.' Rice v. Santa Fe Elevator Corp. decided June 4, 1990, Slip Opinion No. 89-152, scrutinized the pre-emption theory of the field of nuclear safety concerns, and reaffirmed the holding in Pacific that the field of nuclear safety is pre-empted.

Moreover, *The Preemption under the Atomic Energy Act of 1954*, provides, "if Congress has declared 'unequivocally and expressly' that the authority it grants shall be exclusive, then concurrent or complementary state regulation within the occupied field is barred." This document also indicates that dual regulation cannot exist in an occupied field, i.e., GTCC waste regulation. https://digitalcommons.law.utulsa.edu/cgi/viewcontent.cgi?article=1336&context=tlr. Therefore, by the passage of Section 274 of the AEA and the LLRWPAA, Congress closed the door to Agreement State regulation of GTCC waste disposal. Congress declared that GTCC waste disposal: (1) is a preempted Federal responsibility; (2) must be disposed of in a facility licensed by the NRC; and (3) must be disposed of in a facility the NRC has determined is adequate to protect the public health and safety. In conclusion, in analyzing the dual regulation and preemption issues associated with the NRC staff's "broad interpretation," the Honorable Edward McGaffigan, Jr., who was the longest serving NRC Commissioner and who passed away in 2007 while in service to the Nation, provided insightful guidance on these issues. Commissioner McGaffigan wrote:

> … I too am a strong believer in preserving our [NRC] authority. NRC has spent significant resources over the last few years ensuring that other agencies do not encroach into our jurisdiction and attempt to apply inappropriate security requirements on our licensees. In the decommissioning area, we have expended a great deal of time and effort working with EPA to reduce dual regulation. This case should not be any different. [The case of GTCC waste disposal should not be any different] (SRM-SECY-0170 Vote Sheet).

Maxey Flats: The Case Against Pre-1981 Agreement State Authority for GTCC Waste

The case against pre-1981 Agreement State authority for GTCC waste disposal regulation is further bolstered by the Maxey Flats LLRW site. The history of the operation and performance concerns at Maxey Flats LLRW facility that was licensed by the State of Kentucky in 1963 provides overwhelming evidence demonstrating that NRC's policy of providing LLRW authority, including GTCC disposal, to all pre-1981 Agreement States is an outdated, arbitrary and capricious policy that is not commensurate with the protection of public health and safety and the environment. Like all other pre-1981 LLRW disposal sites, at the time the Maxey Flats facility was licensed, the term "GTCC" waste had not been defined, and performance standards for the land disposal of LLRW had not been established. As a result, the facility closed in the late 1970's because of significant performance problems, including offsite contamination in air, water and soil that continues to this day. Maxey Flats is on the U.S. Environmental Protection Agency's National Priorities List, which is comprised of hazardous waste sites to be remediated under the Comprehensive Environmental Response, Compensation, and Liability Act, also known as Superfund. The presence of GTCC waste at the site has contributed to it being considered non-reclaimable and it will have to be monitored and maintained in perpetuity.

Agreement State Program Revisions: The Case Against Pre-1981 Agreement State Authority for GTCC Waste

Another barrier to pre-1981 Agreement State authority for regulation of GTCC waste is that the NRC has made numerous revisions to the requirements for an adequate and compatible Agreement State regulatory program since 1981. These revisions include, but are not limited to:

1. The publication of 10 CFR Part 61 on December 27, 1982 (47 FR 57446) that provided licensing procedures, performance objectives, technical requirements and financial assurance requirements for the issuance of licenses for the land disposal of LLRW.
2. The publication of the Criteria Policy Statement on July 21, 1983, to establish requirements for an adequate and compatible Agreement State LLRW regulatory program in Criterion 9.
3. The completion of SECY-97-054, "Final Recommendations on Policy Statements and Implementing Procedures for the Agreement State Program and Policy Statement on the Adequacy and Compatibility of Agreement State Programs;'" on March 3, 1997.
4. The implementation of the Integrated Materials Performance Evaluation Program (IMPEP) in 2005 that established the integrated efforts of the NRC and the Agreement States to ensure the nationwide protection of public health, safety, security, and the environment from the hazards associated with radioactive material.

In spite of the numerous revisions to the programmatic elements needed for an adequate and compatible Agreement State Program, the NRC has continued to reference the outdated and superseded 1981 policy statement. Moreover, most, if not all, of these States that have pre-1981 LLRW authority will probably never use it. For example, the State of Florida with its high-water tables and coastal geography will probably never use its LLRW disposal authority. Nonetheless, the State continues to have this authority as documented in the Florida October 9, 2019 IMPEP Review Report that states:

> In 1981, the NRC amended its Policy Statement, “Criteria for Guidance of States and NRC in Discontinuance of NRC Regulatory Authority and Assumption Thereof by States Through Agreement,” to allow a State to seek an amendment for the regulation of Low-Level Radioactive Waste as a separate category. Although Florida has authority to regulate a LLRW disposal, the NRC has not required States to have a program for licensing a disposal facility until such time as the State has been designated as a host State for a LLRW disposal facility. When an Agreement State has been notified or becomes aware of the need to regulate a LLRW disposal facility, it is expected to put in place a regulatory program that will meet the criteria for an adequate and compatible LLRW disposal program. There are no plans for a LLRW disposal facility in Florida. Accordingly, the review team did not review this indicator.

DOE and the EPAct: The Case Against Pre-1981 Agreement State Authority for GTCC Waste

The Energy Policy Act of 2005 (EPAct) eliminated any doubt that GTCC is a Federal responsibility. It further refutes the staff’s assertion that NRC relinquished GTCC disposal authority to pre-1981 Agreement States and “nailed the door shut” to Agreement State regulation of GTCC waste disposal. The Act directed the Department of Energy (DOE) to complete all activities necessary to provide a facility for the safe disposal of all GTCC waste. In

addition, Section 636 of the EPAct encouraged the DOE and the NRC to coordinate on regulatory matters relative to DOE's facilities, including those operated on the Department's behalf (i.e., a GTCC waste disposal facility). Thus, the NRC and the DOE have pivotal roles in implementing the Federal responsibilities for the management and regulation of GTCC waste disposal.

Comments on the GTCC Draft Regulatory Basis: The Case Against Agreement State Authority for GTCC Waste

The draft regulatory basis for GTCC waste disposal was noticed in the Federal Register on July 22, 2019 (84 FR 35037) for public review and comment. Over 7,000 comments were received that challenged NRC's conclusions in the document. The Commission paper states, "After an analysis of the public comments received, staff has determined that this preliminary conclusion remains valid." However, these statements are not factual because the NRC staff has not completed its analysis of the public comments. Rather, the NRC staff was directed to forge ahead with the completion of the Commission paper before analysis of the public comments. Many of the public comments provided technical challenges to the NRC staff's analysis and conclusions relative to GTCC disposal and Agreement State regulation. As such, the conclusions in the Commission paper were pre-established without the consideration and resolution of public comments. In that, the DOE comments raised numerous technical concerns with the draft regulatory basis especially their concerns that NRC staff's analysis did not include the full GTCC inventory information maintained by DOE. In addition, the Agreement State of Oregon and others challenged the NRC's conclusion that GTCC waste can be regulated by Agreement States with the following comments:

> We observed that even in the NRC's own technical support document for the GTCC Regulatory Basis, there was a significant difference between intruder modeling conducted by a contractor versus NRC staff. A single reduction factor in one of the models was implicated for the significant variation in dose to a future onsite receptor. The discovery of this factor was a result of in-depth analysis by NRC staff. **This difference between the NRC staff and contractor modeling results for the intruder illustrates the need for high technical rigor in the model development for this unique site- specific analysis. Consequently, we perceive a risk in allowing an Agreement State to have authority over the adequacy of such complex models without direct NRC technical oversight given their greater resources and experience in this highly specialized arena. (Emphasis added)**

Moreover, the NRC staff's conclusions in the Commission paper have not addressed the concerns in the September 30, 2020 letter from the Governor of Texas, Greg Abbott, to the Honorable Donald J. Trump, President of the United States, that stated:

> In an April 2019 letter to the Department of Energy and NRC regarding this issue, I expressed my opposition to forcing states with low-level radioactive waste to accept more highly radioactive waste and its accompanying hazards without the consent of the state. I reiterate this concern and my opposition to increasing the

amount or concentration of radioactive waste permitted to be disposed of in Texas without state approval.

Federal Responsibility for GTCC Waste: Many Splendid Benefits

Based upon the preceding discussions, the best course of action for the Nation would be for the NRC and the DOE to work together to implement the "plain" or "clear" statutory mandates in the LLRWPAA and the EPAct that designated GTCC as a Federal responsibility. Some of the many benefits of this course of action are:

1. It is consistent with Section 3(b)(2) of the LLWPAA that provides that disposal of GTCC is to be disposed licensed by the NRC.
2. It is consistent with Section 3(b)(2) of LLRWPAA that provides that DOE's GTCC-like waste is required to be disposed of in a facility licensed by the NRC.
3. It is the most cost-effective, resource saving, and technically sound path forward because of the NRC resources that have already been used to develop and implement the LLRWPAA since NRC's participation in its conception in 1985, revisions to 10 CFR Part 61 and the development of the regulatory basis for GTCC disposal.
4. It ensures the protection of the Nation's common defense and security commensurate with the federally reserved authority in the Constitution of the United States of America.
5. It ensures that NRC's Federal authority and responsibilities are not eroded and encroached upon.
6. It ensures no regulatory gaps or dual regulation of GTCC waste disposal.
7. It establishes a clear-cut, exclusive Federal licensing pathway for GTCC waste disposal consistent with the LLRWPAA and EPAct.
8. It provides the mechanism under LLRWPAA and EPAct for DOE and NRC to move forward with a site-specific solution to GTCC waste disposal with or without a rulemaking action.

Additional benefits of the "plain" or "clear" interpretation of the laws were presented in the Commission Baran's vote sheet and are briefly expounded upon below:

Commissioner Baran's Supporting Statement 1:

There is no question that the potential hazards posed by GTCC waste would support a Commission decision to retain authority to license GTCC waste disposal facilities. In 1989, the Commission finalized a rule requiring disposal of all GTCC waste in a deep geologic repository unless a non-repository alternative is explicitly approved by the Commission. This rule reflected the view that GTCC waste is "not generally acceptable" for near-surface disposal and warranted "more stringent" disposal methods. In fact, at the recent Commission meeting on GTCC waste, the NRC staff explained that, for all isotopes, the average radionuclide concentrations of the GTCC waste inventory are at least 50 times higher than those of the transuranic waste currently being disposed of at the WIPP [Waste Isolation Pilot Plant] deep geologic repository. Some GTCC concentrations are 12,000 times higher than the transuranic waste bound for WIPP.

Comment: The DOE, *Final Environmental Impact Statement for the Disposal of Greater-Than-Class C (GTCC) Low-Level Radioactive Waste and GTCC-Like Waste*, supports the Commissioner's statements, https://www.energy.gov/nepa/downloads/eis-0375-final-environmental-impact-statement.

Commissioner Baran's Supporting Statement 2:

There are strong reasons for the Commission to exercise its authority to license GTCC waste disposal. First, there is no meaningful litigation risk associated with this approach because NRC has clear legal authority under the Atomic Energy Act to retain the licensing responsibility. Although the Commission would be on solid legal footing if it were to interpret the [Low-Level Radioactive Waste Policy] Amendments Act to provide for exclusive NRC licensing authority for GTCC waste disposal, this interpretation potentially would be challenged in court. Alternatively, if the Commission were to interpret the Amendments Act to allow TCEQ to license a GTCC disposal facility, there would be significantly more litigation risk. The result could be TCEQ licensing slowed down by years of litigation with a significant chance that the federal courts would ultimately decide that NRC was required to conduct the licensing anyway.

Comment: The litigative risks from a "broad interpretation" providing for Agreement State licensing of GTCC waste disposal remain a valid and realistic concern.

Commissioner Baran's Supporting Statement 3:

Although I understand that TCEQ officials are familiar with the WCS site and already regulating WCS's Federal Waste Disposal Facility, the potential efficiencies of TCEQ conducting the GTCC waste disposal licensing would also be substantially diminished by the significant role NRC would need to play in approving any non-repository option pursuant to existing NRC regulations. Since NRC staff would be actively involved in assisting TCEQ with its review of a WCS application, it may well be more efficient for NRC to simply serve as the licensing agency. This is especially true if, in its final environmental impact statement, DOE presents multiple preferred alternatives, one or more of which NRC may have responsibility for licensing.

Comment:

As a result of developing the 10 CFR Part 61 regulation and all of its associated implementing guidance and developing the draft regulatory basis for GTCC waste disposal, NRC staff is best suited to conduct a review of a GTCC waste disposal license application.

Commissioner Baran's Supporting Statement 4:

WCS has expressed concerns about whether NRC licensing would require the company to have a separate NRC-licensed GTCC disposal cell instead of being able to dispose of GTCC waste in its existing TCEQ-licensed Federal Waste Disposal Facility [FWF] cell. However, there is no clear relationship between which agency conducts the GTCC waste disposal licensing and whether WCS will need a separate GTCC cell. NRC could decide that the existing cell could hold GTCC waste or TCEQ could decide that a separate cell is required, that the existing cell would need to be modified before it could accept GTCC waste, or that near-surface disposal of GTCC waste is not appropriate at the WCS site.

Comment: These statements are listed as a "con'" under Option 1 in SECY-15-0094 that provides for NRC regulation of GTCC waste disposal. The basis of the "con" is that NRC's review may result in a conclusion that the technical parameters at WCS are not be suitable for GTCC waste disposal and retrofitting the facility for acceptable standards may not be possible. As opposed to a "con," this should have been listed as a "pro." It is NRC's responsibility to ensure the safe disposal of GTCC waste without question or reservation.

RECOMMENDATIONS: Based upon the preceding discussions, the following recommendations are provided:

Recommendation 1: The NRC staff should provide the risk-informed basis for the proposed regulatory action of giving GTCC waste disposal to Agreement States, especially since no State has requested this authority.

Recommendation 2: The NRC staff should provide all supporting information for their "broad interpretation" allowing Agreement State licensing of GTCC waste. The "broad interpretation" should answer the following risk questions: (1) What are the risks from the "broad interpretation;" (2) What can go wrong from this interpretation; (3) How likely is something wrong to happen; and (4) What are the consequences of the "broad interpretation?"

Recommendation 3: The NRC staff should provide the criterion used to determine that Agreement States can license GTCC waste, especially since some Agreement States have returned basic Agreement authority back to the NRC, such as the regulation of sealed source and device reviews and approvals.

Recommendation 4: The NRC staff should explain how they determined that no legislation would be needed to authorize Agreement State licensing of GTCC waste including what are the risks associated with not changing the law. In that, DOE informed Congress in 2017 that legislation would be needed to allow Agreement State licensing of GTCC in "*Report to Congress: Alternatives for the Disposal of GTCC LLRW and GTCC-Like Waste*," https://www.energy.gov/sites/prod/files/2018/09/f55/GTCC-2017-Report-to-Congress-on-Disposal-Alternatives.pdf.

Recommendation 5: After analyzing the "broad interpretation," the NRC should proceed without reservation to align behind the "clear interpretation" of its responsibilities under the LLRWPAA for the regulation of GTCC disposal that is unambiguous and defensible, that eliminates dual regulation, that protects the Nation's common defense and security, and protects the public health and safety and the environment.

Recommendation 6: The NRC should ensure that no policy statements, agreements, arrangements, orders, regulations, licenses or other legal instruments are established that would erode or encroach upon its preemptive authority or render Federal laws without effect.

Recommendation 7: The NRC should no longer reference the outdated and superseded 1981 Criteria Policy Statement to convey LLRW authority, including GTCC waste disposal, upon Agreement States. It should implement and reflect in its IMPEP procedures and reports up-to-date policies and procedures to ensure that all Agreement State programs are adequate and compatible and to ensure that Agreement Programs are administered in a manner commensurate with the AEA, the LLRWPAA and the EPAct.

Recommendation 8: The NRC should work closely with the DOE in accordance with the provisions to LLRWPAA and EPAct to ensure the safe and secure disposal of all GTCC waste.

Recommendation 9: The NRC should carefully examine its practice of exempting LLRW operating sites that possess critical mass quantities of SNM and strategic SNM from an NRC Part 70 license.

Recommendation 10: The NRC should adhere to its Principles of Good Regulation in all its regulatory actions including but not limited to ensuring that public comments are thoroughly analyzed and considered as opposed to adhering to pre-established conclusions. Thus, the NRC should not use "alternative facts," "alternative technical conclusions," or "alternative legal interpretations" designed to benefit business interests at the expense of the protection of the common defense and security, public health and safety, and the environment.

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- Master of Science in Radiological Science, Emory University, Atlanta, Ga.
- Residency in Health Physics at Argonne National Laboratory, Argonne, Ill.
- Began career at NRC in June 1984 (36 - faithful years)
- Over 21 years in NRC's Agreement State Program
- Developed first two comprehensive Policy Statements on Agreement State Programs
- Developed and implemented the NRC's first-ever Agreement State Allegation program
- Authored or co- authored over 28 NRC major papers on complex technical, regulatory, and policy issues relative to the Agreement States, LLRW, and nuclear regulation
- Publications relevant to Differing View, include but are not limited to:
    - NUREG/CP-0085, "Meeting With States on the Low-Level Radioactive Waste Policy Amendments Act (LLRWPAA) of 1985; June 24-25, 1986;"
    - SECY-06-0233, "State Laws that Appear to Regulate In Areas Reserved to the NRC," dated November 26, 2006;
    - SECY-91-039, "Evaluation of Agreement State Compatibility Issues;" dated February 12, 1991;
    - SECY-91-047, "Draft Proposal from Pennsylvania for a Limited Agreement to Regulate Low Level Waste Disposal;"
    - SECY-91-341,"Initial Response to Staff Requirements Memorandum M910611A on Compatibility dated June 25, 1991," dated October 24, 1991;
    - SECY-92-243, "Analysis of Comments on the Compatibility of Agreement State Programs and a Proposed Policy on the Compatibility of Agreement State Regulations for Low Level Waste Disposal;" dated July 14, 1992;
    - SECY-93-080, "Re-Evaluation of the Compatibility Divisions Assigned to the Performance Objectives in 10 CFR 61.41 through 61.44 and Evaluation of the Illinois 1 millirem Provision;" dated March 3, 1993;
    - SEC- 93-290, "Draft Policy Options on Compatibility," October 20, 1993;
    - SECY-93-349, "Draft Policy Statement for Agreement State Adequacy and Compatibility with NRC Regulatory Programs Necessary To Protect Public Health And Safety;" dated December 21, 1993;
    - SECY-94-025, "Additional Information On Issues Raised At January 24, 1994 Briefing on Draft Policy Statement For Agreement State Adequacy and Compatibility," dated February 4, 1994;

- SECY- 95-112, "Final Policy Statement on Adequacy and Compatibility of Agreement State Programs;" dated May 5, 1995;
- SECY-96-213, "Implementation Procedures for the Policy Statements: 'Statement of Principles and Policy for Agreement State Program' and 'Policy Statement on Adequacy and Compatibility of Agreement State Programs;'" dated October 3, 1996;
- SECY-97-054, "Final Recommendations on Policy Statements and Implementing Procedures for the Agreement State Program and Policy Statement on the Adequacy and Compatibility of Agreement State Programs;'" dated March 3, 1997;
- SECY-97-087, "Oklahoma Agreement State Negotiations: State Requests that Major Facilities Undergoing Site Decommissioning not be Relinquished to the State;"
- SECY-97-145, "The Evaluation of Current State Agreements," dated July 11, 1997;
- SECY-98-263, "Request by New Mexico to Relinquish Authority for Sealed Source and Device Evaluation and Approval;"
- SECY-05-0170, "Proposed Agreement Between the State of Minnesota and the Commission Pursuant to Section 274 of the Atomic Energy Act of 1954, as amended," dated September 20, 2005;
- *Federal Register* notice, "Greater-Than-Class C and Transuranic Waste," 83 FR 6475, February 14, 2018; and
- *Federal Register* notice, "Greater-Than-Class C and Transuranic Waste. "84 FR 35037 – 35040, dated July 22, 2019,

- **Ms. Maupin's 2003 NRC Meritorious Service Award provided**:

  The Nuclear Regulatory Commission's Meritorious Service Award is presented to Cardelia Harvey-Maupin in recognition her extraordinary initiative and diligence in enriching the quality, efficiency, and effectiveness of the agency's Agreement State Program. Ms. Maupin measurably enhanced the program through her astute development of sound policy and procedures to support the agency's statutory responsibility to determine the adequacy and compatibility of Agreement State implementations of agency regulations. This was a challenging task, which involved integrating hundreds of regulatory requirements and supporting program elements. Nonetheless, Ms. Maupin successfully balanced State interests for flexibility in adopting equivalent requirements with the agency's need for national coherence and consistency. In addition, she regularly leads State review teams and is instrumental in developing programs for handling Agreement State allegations.

Supporting Statement for Differing View on
"Path Forward and Recommendations for Certain Low-Level Radioactive Waste Disposal Rulemakings"

The Differing View to which this supporting statement is attached sets forth an impressively-researched, extensively-documented case, building on excerpts from Commissioner Baran's voting record on SECY-15-0094, that the staff should re-examine the legal defensibility and state-federal relations impacts of relinquishing NRC regulatory authority for GTCC waste disposal without requiring an amendment to any State Agreement for this purpose. These arguments alone provide ample grounds to give the staff pause about asking the Commission to embark on this uncharted course. But assuming away for the moment all the litigative risk of a novel legal theory and the programmatic risks of dual regulation and an unwelcome change in Agreement State policy, there is also the question of whether the reputational risk to the agency would be prudent.

The very survival of the many industrial uses of nuclear materials, and the sustainability of this agency as we know it, depend on the public's confidence that the safety and security of these materials are assured by an impartial, arm's length regulator. The NRC has long appreciated the importance of this reputational capital and has maintained credible efforts over decades to preserve and enhance it. One of those efforts is the agency's unswerving commitment to transparency. This alone has helped preserve our good standing by keeping us honest, and it has enabled most of us to be proud to work here. But even one decision that only appears to have been made preferentially and without a clear safety or security rationale can do serious and lasting damage to NRC's standing with its most important constituency. And in this instance, the most salient developments do not furnish convincing evidence of a safety-based rationale:

- A technically well-grounded, stakeholder-vetted, but unproven set of planned new NRC requirements that, according to Commissioner Baran, would permit the commercial near-surface disposal of a GTCC waste inventory in average radionuclide concentrations at least 50 times higher than those of the transuranic (TRU) wastes currently shipped for deep geologic repository disposed at the Waste Isolation Pilot Plant. Some GTCC waste concentrations, he noted, are 12,000 times higher than those of the TRU wastes bound for WIPP.

- A distant, comprehensively addressed, but memorable history of environmental failures that resulted from the application of unproven disposal requirements that turned out to be non-conservative.

- A creative but unadjudicated legal strategy expressly devised for the sole purpose of circumventing the plain language of the LLRWPAA mandate that NRC exercise exclusive, preemptive regulatory authority over the disposal of GTCC wastes. This strategy is also expected to obviate the need to amend any State Agreements to authorize state GTCC regulation, thereby facilitating the removal of NRC as the most technically-qualified regulator to oversee the implementation of its own rule on GTCC waste disposal.

CONTACT: Robert MacDougall, NMSS/REFS
301-415-5175

- A sitting Governor of the host state for the candidate GTCC disposal facility personally writing the Chair of the Commission to object to being forced to accept wastes with higher concentrations of radioactive material.

- The resounding silence of all other Agreement State Governors in the nation at the prospect of amending their State Agreements to obtain regulatory authority for GTCC waste disposal.

- An apparent constituency of one – WCS -- for Agreement State regulation of GTCC waste disposal. This constituent was also the beneficiary of a 2001 NRC Order exempting it from, among other things, Part 150 SNM possession requirements. In its *Federal Register* notice on the Order, NRC noted that WCS had requested the exemption "because it expects that the current limits set forth in 10 CFR part 150 will severely impact its ability to compete in the mixed waste treatment market." The FRN offered no other justification for the exemption.

All of which begs a fundamental question: who benefits from this set of circumstances? In the absence of a compelling safety case, the answer is all too apparent.

Undeniably, these circumstances add up to what is only an appearance of regulatory capture, and no doubt there are credible explanations for NRC's positions. But in the realm of reputational risk management, appearances matter, and the staff's currently-proposed path forward does not appear to have been the product of a safety- or security-conscious work environment.

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: July 2021

Name: Ryan Rampton

Phone: 501-626-9777 **(Home)**

Address: 3213 N. I St.

432-262-0802 **(Business)**

Midland TX 79705

Email: ryan.rampton@gcrcc.org

(City) **(State)** **(Zip)**

I am ____ I am not ____ a U.S. Citizen

Please tell us about yourself:

Are you a graduate of Midland 101? ____yes _____no

I have lived in Midland 7 **_____ years.**

Occupation: Connections Minister

Professional and/or Community Activities:

I am currently the connections minister at the Golf Course Road Church of Christ. I have previously served as the campus minister at Midland Christian School and as a youth minister at GCR Church of Christ.

I consistently volunteer with Mission Agape to help provide food for the Permian Basin community as well as with Opportunity Tribe, previously Unlock Ministeries, as a mentor/group leader for a group of junior high students. I am always looking for more opportunities for volunteerism in Midland.

In the fall, I will begin my second year of the Leadership Midland program.

What is your personal vision for the City?

I love Midland. I hope for Midland to be a place where people can love living because of the entrepreneurial spirit in the city, its top-notch parks, engaging activities and entertainment, and a strong community feeling. I want Midland to be a place that draws people in for more than oil.

Midland has been and continues to be an excellent place for my family, and I want others to see Midland as a community to raise a strong family.

Please specify any time constraints you may have.

I have a pretty flexible schedule as a minister. So, it is easy to get away during the day for meetings.

I am an organized person that works hard to fit all my commitments into my schedule.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Parks and Recreation Commission

Please tell us why you are interested in serving on this board or commission.

As a father of two young children (Lucy-5 & Lincoln-2), we frequently visit many parks in our community. I believe that parks and a vital part of the quality of place in Midland. I would love to be a part of servicing, improving, and developing parks in our community.

What contribution would you most like to make?

I can bring a perspective of a father of young children who uses the parks regularly. As a minister, I also have a pulse on a diverse group in the community so I think I can bring a variety of perspectives to the table. I also have a deep love for this city. I want to impact Midland positively, and I think parks and recreation are a great way to do that. I am a hard-working, creative, and critical thinker that loves working in groups. I think I would be a valuable addition to this committee.

Additional pertinent information or references:

(2) Name of Board/Commission:

Midland Housing Authority Commission

What contribution would you most like to make?

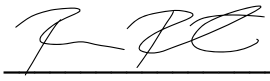
I have a heart for those struggling in our city. A big part of my job is mobilizing our church to serve the community. So, a committee that seeks to provide housing for the vulnerable in our community is something that I think I could really excel in. The compassion I have for people shows through my decision-making and creative and critical problem-solving. In my job, I am frequently looking at leases and fielding requests from community members for rental assistance, so I have a good pulse on the housing issues in our community.

Additional pertinent information or references:

Trisha Wall - Opportunity Tribe - she can speak to my compassion for the vulnerable in our community - trishawall@me.com

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant



Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 2/24/2021

Name: Stephen Taylor

Phone: 432-230-5969 **(Home)**

Address: 404 Veteerans Airpark Lane 432-262-2700 **(Business)**

Midland TX 79705

Email: steve.taylor@ngsgi.com

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 16 **years.**

Occupation: Engineer/Manager

Professional and/or Community Activities:

Board member-public company

President (past)-Homeowners Association

What is your personal vision for the City?

Midland should continue to promote its oil and gas heritage, but I think there is room to develop a reputation as a desirable place to retire. The weather here is good and the tax base advantages are excellent for the city.

Please specify any time constraints you may have.

I can pretty well adjust my schedule for meetings and other activities. I wouldn't anticipate any issues.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Midland Development Corporation

Please tell us why you are interested in serving on this board or commission.

I have an extensive background in business and I think I can contribute the perspective of what industries might be beneficial for Midland to pursue.

What contribution would you most like to make?

I'd like to see the MDC become more innovative, entreprenuerial and venture driven. Not to the point of frivolity because capital conservation and allocation is important, but to be seen as more dynamic. There needs to be a business aspect to it...does the money derived from MDC activities exceed the money spent?

Additional pertinent information or references:

Larry Lawrence-Midland College Trustee (cell 432-664-5511)

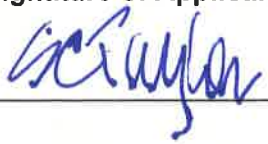
(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



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PLEASE TYPE OR PRINT CLEARLY:

Date: 7/13/2021

Name: Sierra Strickland

Phone: 4325572132 **(Home)**

Address: 4408 St Andrews Drive

4322471425 **(Business)**

Midland TX 79705

Email: carteblanche247@gmail.com

(City) (State) (Zip)

I am [✔] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] **yes** [✔] **no**

I have lived in Midland 13 **years.**

Occupation: Owner/Manager of Legacy Emer Hospital

Professional and/or Community Activities:

I have worked in the veterinary field for 13 years, working closely with several local hospitals and their employees. I also worked inside the animal shelter as a contract employee of the Midland Humane Coalition for eight years. Along with shelter and rescue work, I took part in several community outreach programs, as community involvement is a huge passion of mine.

What is your personal vision for the City?

I believe the city has made giant strides in the right direction over the past years, but change is always around the corner and new ideas breathe new life into what should be considered "normal".

Please specify any time constraints you may have.

I make my own schedule so as long as I'm able to properly plan ahead, time restraints are few and far between. I have an amazing support team at work as well as at home.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Animal Advisory Committee

Please tell us why you are interested in serving on this board or commission.

I believe my knowledge in the field as well as my time in Midland throughout the many changes, will be beneficial in tracking progress and coming up with new ideas.

What contribution would you most like to make?

I would like to see more changes surrounding the amount of strays and unwanted pets in our community.

Additional pertinent information or references:

Tasha Sport - 432)528-5919

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Sierra Strickland Digitally signed by Sierra Strickland
Date: 2021.07.13 18:36:42 -05'00'

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City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

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PLEASE TYPE OR PRINT CLEARLY:

Date: 06/15/2021

Name: Adrian Urquiola

Phone: (432)530-9517 (Home)

Address: 1210 Cerrillos Ave (Business)

Email: adrianu_81@yahoo.com

(City) (State) (Zip)

I am [X] I am not [ ] a U.S. Citizen

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] yes [X] no

I have lived in Midland 33 years.

Occupation: HSE Consultant

Professional and/or Community Activities:

Part of "Communidad in Action", "John Norman City Council Advisory Committee", "Board Member of Midland Chamber of Commerce"

What is your personal vision for the City?

To have a healthy and balance lifestyle in this city for all families of Midland, TX

Please specify any time constraints you may have.

None just need a proper notice to plan accordingly

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Midland Housing Authority

Please tell us why you are interested in serving on this board or commission.

Coming from my background and living in poverty is something I know too ~~much~~ well. I want an opportunity to help come up w/ solutions to affordable housing.

What contribution would you most like to make?

My Time

Additional pertinent information or references:

References: Jack Ladd, Adrian Carrasco, John Norman, Morris Williams

(2) Name of Board/Commission:

Parks and Recreation

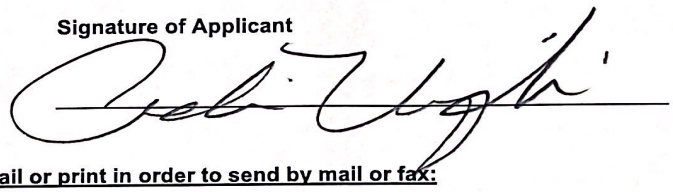
What contribution would you most like to make?

Help w/ communication from the citizens to city involving issues or lack of maintenance at our older parks in Midland

Additional pertinent information or references:

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Signature of Applicant



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PLEASE TYPE OR PRINT CLEARLY:

Name: Steven Villela

Address: PO BOX 10721

Midland TX 79702

(City) (State) (Zip)

Date: July 19, 2021

Phone: 432-235-4792 **(Home)**

(Business)

Email: stevenvillela@gmail.com

I am ____ I am not ____ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 20 **years.**

Are you a graduate of Midland 101? ____yes _____no

Occupation: Food Manufactoring Manager

Professional and/or Community Activities:

I am curenty the GM of my families tortilla manufactory factory. I also sit on the board or commities of the following organizations Midland Hispanic Chamber of Commerces (Vice-Chair of Legislative Afairs), Midland Co. Young Republicans (President), Texas Young Republicans (Board of Director), Teen F.L.O.W. (Fundraising Committee)

What is your personal vision for the City?

I love Midland, this is my home and i dont see myself moving any time soon. Many people move here becouse they "have" to and I want to help change that to a "want" to move here. We are one of the fastes growing cities in the nation and we need to isure we can retain those people after a bust. Lets make this a forever home not a for now home.

Please specify any time constraints you may have.

N/A

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Planning and Zoning Commission

Please tell us why you are interested in serving on this board or commission.

This Commission is crucial to the developmet and growth of our city. Allowing our city to grow with our population having enugh housing, bussness, and parks. Making it as fair and fast proccess insures it will be affordable for builderes and homeowners alike.

What contribution would you most like to make?

Im mutch younger and becouse of that I can see the trends of my generation allowing me to see further in to the futer.

Im not here for a short tim but a ling time, I want a city my Kids can grow up and enjoy.

Additional pertinent information or references:

James Beachamp - 432-940-9100 John Bergman - 432-638-2001

Jose Cuevas - 432-520-3529

Jay Marques - 432-214-5301

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant Steven Villela

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PLEASE TYPE OR PRINT CLEARLY:

Date: 9/7/2021

Name: Cameron Willmann

Phone: 432-978-4298 **(Home)**

Address: 1205 W Kansas Ave

432-704-5400 **(Business)**

Midland TX 79701

Email: cameron@hauspg.com

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 14 **years.**

Occupation: Realtor

Professional and/or Community Activities:

Midland Community Theater volunteer and past production board member, Permian Basin Board of Realtors 2015 President, Leadership Midland speaker for Real Estate day for 2 years, Auction Planning Committee Volunteer for Museam of the Southwest, Texas Realtors Executive Board Appointee, National Association of Realtors Land Use and Environmental Committee Member

What is your personal vision for the City?

Smart Growth and maintenance while maintaning transparency and cooperation

Please specify any time constraints you may have.

My volunteer work with the Texas Association of Realtors and the National Association of Realtors requires time away from Midland for meetings and conferences, but if Zoom or a conference call is available for meetings, I can almost always step away

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Oil & Gas Advisory Board

Please tell us why you are interested in serving on this board or commission.

I am a partner with a builder and developer and sell almost 200 homes a year. I am intersted in the develoment of our community and the responsible oversight of the affect that Oil and gas may have on the real estate industry.

What contribution would you most like to make?

Thoughtful input on the impact drilling in the city has on neighborhoods and the people that live in them.

Additional pertinent information or references:

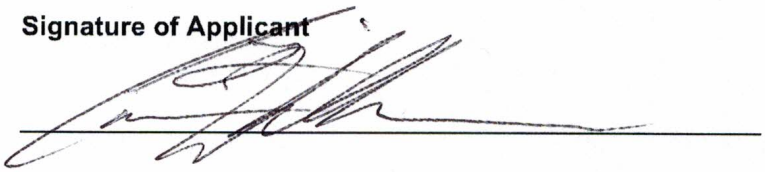
(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



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PLEASE TYPE OR PRINT CLEARLY:

Date: 9/2/2021

Name: Kenneth Woods

Phone: (618)980-4323 **(Home)**

Address: 6000 Briarwood Q303

(432)520-4000 **(Business)**

Midland Tx 79707

Email: knnwoods@gmail.com

(City) (State) (Zip)

I am [✔] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] **yes** [✔] **no**

I have lived in Midland 11 **years.**

Occupation: Director of Operations

Professional and/or Community Activities:

I have worked and helped Midland in both my professional job and the gym I own. THe Kent compaines has help accross the board in all areas, but specifically I have worked with Mrs. Yarbourgh and South Elementry. The gym has also help quarterly Blood Drives as well, that greatly helped them during Covid last year

What is your personal vision for the City?

I want the people of midland to be proud of their city. I have moved many times in my younger years and I feel strongly that this is one of the greatest cities i have known. I want to help continue to improve Midland so all our residents have that same sense of pride that I do! Midland is great and we need to contnue to honor what we are to build for the future

Please specify any time constraints you may have.

I have control of my schedule so I am open

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Animal Services Advisory Commission

Please tell us why you are interested in serving on this board or commission.

I have always had a passion for animals. Since moving here I have teamed up with several organzations to help stray and abandonec animals. For midland to be great we need to ensure we are doing everything to curb stray animals and regulate what is acceptable

within city limits.

What contribution would you most like to make?

I want to serve to ensure we continue to take steps to curb stray animals. We need to provide resources our information to the citizen here in Midland on what they can do to become more responsible in keeping Midland great

Additional pertinent information or references:

I feel like my passion for helping, my passion for animals, and my overal background will do well serving this board. I am very proactive and forward thinking to make sure I become an asset on this commission

(2) Name of Board/Commission:

Park and Recreation Commission

What contribution would you most like to make?

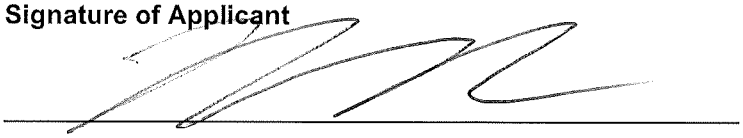
I want to see the continued growth for our city in this area. I love the outdoors and having great parks create avenues for new activities and attractions for our citizens to partake in. The more oppertunities we create for creation the better the city becomes

Additional pertinent information or references:

I think this is a huge step to support and grow Midland. Some of the greatest cities in the world are known for thier parks, this is a hug staple of any community. We have been blessed to get to this point and i wnat to see it contiue to grow!

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant



Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland
City Secretary's Office
PO Box 1152
Midland, TX 79702
FAX: (432) 685-7433

Submit Via Email

Print Application