CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL MEETING
January 25, 2022 - 10:00 AM
300 North Loraine
Midland, Texas
Council Chamber - City Hall

Notice is hereby given that a public meeting will be held by the City Council of the City of Midland, in the Council Chamber, City Hall, 300 N. Loraine, Midland, Texas and via videoconference. A quorum of the City Council intends to be physically present at the aforementioned location.

Videoconference Information

Please click this URL to join. https://us06web.zoom.us/j/85973465699?pwd=V2Y0K0VTSXRMV1BrWmgvTW8wNHZXZz09

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US: +1 346 248 7799 or +1 720 707 2699 or +1 253 215 8782 or +1 312 626 6799 or +1 646 558 8656 or +1 301 715 8592
Webinar ID: 859 7346 5699
International numbers available: https://us06web.zoom.us/u/kcOL14Klr

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

OPENING ITEMS

1. Invocation – Pastor Moe Bomer, First Baptist Church

2. Pledge of Allegiance

CONSENT AGENDA

3. MOTION APPROVING THE FOLLOWING MINUTES:

   3a. REGULAR SESSION OF JANUARY 10, 2022

   3b. REGULAR SESSION OF JANUARY 11, 2022

4. 2022-011 – RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PARKHILL, SMITH & COOPER, INC., D/B/A PARKHILL FOR THE DESIGN, SURVEY AND CONSTRUCTION ADMINISTRATION SERVICES FOR SEWER IMPROVEMENTS NORTH OF SH-191 AND WEST OF TX-158 TO THE EASTERN PROPERTY BOUNDARY OF THE MIDLAND DEVELOPMENT CORPORATION FOR THE UTILITIES DEPARTMENT FOR A COST OF $253,000.00; APPROVING $37,950.00 FOR CONTINGENCIES; AND APPROPRIATING FUNDS (DISTRICT 4) (GENERAL SERVICES)

5. 2022-012 – RESOLUTION AWARDING A CONTRACT FOR THE SOLOMON LANE WATER BOND PROJECT TO TEC EXCAVATION, INC. OF MIDLAND, TEXAS, AT A TOTAL COST NOT TO EXCEED $1,693,185.00; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT (DISTRICT 1) (GENERAL SERVICES)

6. 008-2022 – MOTION AUTHORIZING THE EXECUTION OF A CHANGE ORDER WITH GARNEY CONSTRUCTION REGARDING THE MIDLAND NORTHEAST WATER SYSTEMS IMPROVEMENTS-PUMP STATION, TRANSMISSION AND DISTRIBUTION PIPELINES (PACKET A); SAID CHANGE ORDER TO BE IN THE AMOUNT OF $2,919,785.11 AND TO PROVIDE FOR CERTAIN UTILITY IMPROVEMENTS FOR PUMP STATION FOR THE UTILITIES DEPARTMENT; AND APPROPRIATING FUNDS FROM THE ROAD/UTILITY BOND FUND THEREFORE (DISTRICT 1) (GENERAL SERVICES)

7. 2022-013 – RESOLUTION AWARDING A CONTRACT FOR THE MIDLAND T-BAR WELL FIELD REMEDIATION PLAN TO PARKHILL, SMITH & COOPER, INC., D/B/A PARKHILL FOR A TOTAL COST NOT TO EXCEED $3,500,000.00 AND APPROPRIATING FUNDS (DISTRICT: NONE) (GENERAL SERVICES)

8. 009-2022 – MOTION APPROVING A PURCHASE AND SALE AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND THE ESTATE OF J.L. DAVIS REGARDING CERTAIN REAL PROPERTY DESCRIBED AS LOTS 1A AND 9-12, BLOCK 35, ORIGINAL TOWN OF MIDLAND, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (DISTRICT 2) (CITY MANAGER)

9. 010-2022 – MOTION APPROVING A PROMOTIONAL AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND DINI SPHERIS, INC., TO ADVERTISE AND PUBLICIZE THE CITY OF MIDLAND, TEXAS, FOR THE PURPOSE OF DEVELOPING NEW AND EXPANDED BUSINESS ENTERPRISES (DISTRICT 2) (CITY MANAGER)

10. 011-2022 – MOTION AUTHORIZING THE INTENT OF THE COMMUNITY DEVELOPMENT DEPARTMENT TO ESTABLISH THE SCHEDULE FOR 2022 CDBG GRANT APPLICATION CYCLE (DISTRICT: ALL) (DEVELOPMENT SERVICES)

11. 2022-014 – RESOLUTION RATIFYING AND APPROVING THE SENDING OF A LETTER CONCERNING THE DENIAL OF A SPECIFIC USE DESIGNATION WITHOUT TERM FOR A 200-SQUARE FOOT PORTION OF LOT 3, BLOCK 1, POLO CLUB ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH WOULD HAVE

ALLOWED SAID PROPERTYTO BE USED FOR WIRELESS COMMUNICATION SYSTEMS (DEVELOPMENT SERVICES)

12. 2022-015 – RESOLUTION AUTHORIZING THE ISSUANCE OF AN OPERATING CERTIFICATE FOR MOORE'S LIMO SERVICE, LLC; SETTING FORTH CONDITIONS ACCOMPANYING THE CERTIFICATE; AND ESTABLISHING THE TERMS OF THE CERTIFICATE (DISTRICT: ALL) (POLICE)

13. 2022-016 – RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE OFFICE OF THE GOVERNOR, HOMELAND SECURITY GRANTS DIVISION, FOR THE FISCAL YEAR 2022 OPERATION LONE STAR GRANT PROGRAM; AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM SAID PROGRAM FOR THE PURPOSE OF PURCHASING NARCAN AND NIGHT VISION SYSTEMS; AND PROVIDING FOR THE APPROPRIATION OF SAID GRANT FUNDS UPON RECEIPT (DISTRICT: ALL) (POLICE)

14. 012-2022 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (22-329-006) WITH ENDEAVOR ENERGY RESOURCES, L.P., REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 19 AND 30, BLOCK 36, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

15. 013-2022 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (22-329-001) WITH PINNACLE DOS PICOS LLC REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 20, BLOCK 37, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

SECOND READINGS

16. 10272 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,674-SQUARE FOOT PORTION OF LOT 1-H, BLOCK 5, COLONY PLACE ADDITION, SECTION 5, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST WADLEY AVENUE AND NORTH GARFIELD STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BREWERY 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 JANUARY 11, 2022)

17. 10273 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 15, BLOCK 10, KIMBER-LEA ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF WEST WADLEY AVENUE,

APPROXIMATELY 210 FEET EAST OF NORTH MIDKIFF 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 3) (DEVELOPMENT SERVICES) (FIRST READING HELD JANUARY 11, 2022)

18. 10274 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOTS 9-12, BLOCK 37, COLLEGE HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF WEST FRONT STREET AND CARLTON STREET), WHICH IS PRESENTLY ZONED C, COMMERCIAL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR AUTOMOBILE OR OTHER MOTORIZED VEHICLE SALES AND SERVICE; 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 JANUARY 11, 2022)

19. 10275 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 1-28 AND THE WEST 28 FEET OF LOT 29, BLOCK 168, WILSHIRE PARK ADDITION, SECTION 11, CITY AND COUNTY OF MIDLAND, TEXAS, FROM O-2, OFFICE DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF SOUTH LOOP 250 AND GRACELAND DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES) (FIRST READING HELD JANUARY 11, 2022)

20. 10276 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 3,241-SQUARE FOOT PORTION OF LOT 18, BLOCK 1, PROVIDENCE PARK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF NORTH MIDKIFF ROAD, APPROXIMATELY 605 FEET NORTH OF WEST WADLEY AVENUE), 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 1) (DEVELOPMENT SERVICES) (FIRST READING HELD JANUARY 11, 2022)

21. 10277 – AN ORDINANCE VACATING AND ABANDONING A 0.08-ACRE PORTION OF

ALLEY RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 1 AND 2, BLOCK 1, OVERSTREET ADDITION, AND LOTS 6, 23, 24, AND 25, BLOCK 33, UNRECORDED CAROL CREST ADDITION, SECTION 1, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED APPROXIMATELY 255 FEET SOUTH OF GARDEN CITY HIGHWAY AND APPROXIMATELY 261 FEET EAST OF HENDERSON BOULEVARD); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $8,712.00; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 2) (DEVELOPMENT SERVICES) (FIRST READING HELD JANUARY 11, 2022)

22. 10278 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 19 AND 20, BLOCK 64, PARK AVENUE HEIGHTS, SECOND SECTION, 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 EAST CALIFORNIA AVENUE AND SOUTH BUNCHE 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 JANUARY 11, 2022)

23. 10279 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 2,150-SQUARE FOOT PORTION OF LOT 10, BLOCK 56, PERMIAN ESTATES, SECTION 1, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST ILLINOIS AVENUE, APPROXIMATELY 670 FEET EAST OF 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 1) (DEVELOPMENT SERVICES) (FIRST READING HELD JANUARY 11, 2022)

24. 10281 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 5,000-SQUARE FOOT PORTION OF LOT 1A, BLOCK 29, HOMESTEAD ADDITION, SECTION 8, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED SOUTHWEST OF THE INTERSECTION OF NORTH COLORADO STREET AND WEST LOUISIANA AVENUE), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR

FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (FIRST READING HELD JANUARY 11, 2022)

25. 10282 – AN ORDINANCE AMENDING TITLE XI, “PLANNING AND DEVELOPMENT”, CHAPTER 3, “FLOOD DAMAGE PREVENTION CODE”, SO AS TO REVISE CERTAIN STANDARDS FOR CONSTRUCTION IN FLOOD HAZARD AREAS WITHIN THE CITY OF MIDLAND; SETTING FORTH VARIANCE AND APPEAL PROCEDURES; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND ORDERING PUBLICATION (DISTRICT: ALL) (ENGINEERING SERVICES) (FIRST READING HELD JANUARY 11, 2022)

26. 10283 – AN ORDINANCE ALTERING PRIMA FACIE SPEED LIMITS ALONG CERTAIN STREETS IN THE CITY; AUTHORIZING INSTALLATION OF APPROPRIATE SIGNS AND MARKINGS; REPEALING ORDINANCE NO. 10223; 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 4) (ENGINEERING SERVICES) (FIRST READING HELD JANUARY 11, 2022)

PUBLIC HEARINGS

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

27. 10284 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 12, BLOCK 50, EAST MIDLAND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM HI, HEAVY INDUSTRIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF TYLER STREET AND ORCHARD LANE); 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)

28. 10285 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 8, BLOCK 6, ELMWOOD ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF STOREY AVENUE AND PECOS STREET), BY PERMITTING A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST SIDE OF THE LOT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES)

29. 10286 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 3,627-SQUARE FOOT PORTION OF LOT 1, BLOCK 6, BANKHEAD ADDITION, SECTION 7,

CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST FRONT STREET AND BANKHEAD HIGHWAY), WHICH IS PRESENTLY ZONED C, COMMERCIAL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN AN AXE BAR 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)

30. 10287 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 4,011-SQUARE FOOT PORTION OF LOT 6A, BLOCK 62, BELMONT ADDITION, SECTION 23, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF EAST INTERSTATE 20, APPROXIMATELY 615 FEET NORTH OF WEST TERRELL STREET), WHICH IS PRESENTLY ZONED BP, I-20 BUSINESS PARK 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)

MISCELLANEOUS

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

PUBLIC COMMENT

32. 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

33. 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 pending or contemplated litigation

Respectfully Submitted,

Robert Patrick
City Manager

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

MIDLAND CITY COUNCIL
MINUTES
January 10, 2022

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

Council Members present:	Patrick Payton, Scott Dufford, John Norman, Jack Ladd, Lori Blong, Michael Trost
Council Members absent:	Spencer Robnett
Staff members present:	City Manager Robert Patrick, City Attorney John Ohnemiller, Deputy City Manager Morris Williams Jr, Assistant City Manager Tina Jauz

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

MISCELLANEOUS

1. CONDUCT SWEARING-IN CEREMONY AND ALL ANCILLARY MATTERS RELATED THERETO FOR THE NEWLY-ELECTED CITY COUNCIL MEMBERS

   Mayor Payton welcomed all in attendance. The invocation was led by Minister Josh Gatewood of Stonegate Fellowship. The Midland Fire Department Honor Guard presented the colors followed by the Pledge of Allegiance to the Flag. Presentations were made by Mayor Payton to outgoing Council Member Trost. City Secretary Amy Turner administered the Oaths of Office to Scott Dufford - Council Member District 1, John Norman - Council Member District 2, Robin Poole - Council Member At-Large and J. Dan Corrales - Council Member At-Large. Mayor Payton made closing remarks.

All the business at hand having been completed, the meeting adjourned at 10:26 a.m

PASSED AND APPROVED January 25, 2022.

Patrick Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

DRAFT

MIDLAND CITY COUNCIL
MINUTES
January 11, 2022

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., January 11, 2022.

Council Members present:	Dan Corrales, Robin Poole, Lori Blong, Patrick Payton, Scott Dufford, Jack Ladd, John Norman
Council Members absent:	None
Staff members present:	City Manager Robert Patrick, City Attorney John Ohnemiller, Deputy City Manager Morris Williams Jr, Assistant City Manager Tina Jauz

The meeting was called to order at 10:00 a.m.

OPENING ITEMS

1. Invocation – Pastor Roy Smith, True-Lite Christian Fellowship

2. Pledge of Allegiance

PRESENTATIONS

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

   3a. Presentation of the 2021 Christmas Parade Awards

   Recreation Superintendent Joey Jolly presented the Christmas Tree Parade winners with trophies. Best Overall Theme and Lights – Abundant Life Ministries; Best Lighted Band – Alamo Scout Band; Best Themed Float – Bush's Chicken; Third Place overall - BSA Troop #179; Second place overall was a tie between the Salvation Army and Xtreme Mayhem Softball; First Place overall - Aggie Tech.

CONSENT AGENDA

Scott Dufford moved to approve the Consent Agenda items 4-18, excluding item(s) 6, 8, 11, 13, 17; seconded by Dan Corrales.

DRAFT

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

4. MOTION APPROVING THE FOLLOWING MINUTES:

   4a. SPECIAL SESSION OF NOVEMBER 16, 2021

   4b. REGULAR SESSION OF DECEMBER 14, 2021

5. 001-2022 – MOTION ACCEPTING A DONATION IN THE AMOUNT OF $71,750.00 FROM CHEVRON PRODUCTS COMPANY, A DIVISION OF CHEVRON U.S.A. INC.; SAID FUNDS TO BE USED FOR THE PURCHASE OF HAZMAT ID ELITE (DISTRICT: NONE) (FINANCE)

7. 2022-002 – RESOLUTION AWARDING A CONTRACT FOR THE CITYWIDE PAVEMENT MARKING PROJECT TO THE SOLE BIDDER, BARRICADES UNLIMITED OF LUBBOCK, TEXAS, AT A TOTAL COST NOT TO EXCEED $214,825.00; AND AUTHORIZING PAYMENT (DISTRICT: ALL) (GENERAL SERVICES)

9. 2022-004 – RESOLUTION AWARDING A CONTRACT FOR THE FISCAL YEAR 2022 SLURRY SEAL PROJECT TO VIKING CONSTRUCTION, INC. OF GEORGETOWN, TEXAS, AT A TOTAL COST OF $1,484,100.62; AND AUTHORIZING PAYMENT (DISTRICT: ALL) (GENERAL SERVICES)

10. 2022-005 – RESOLUTION AUTHORIZING THE PURCHASE OF HERBICIDE FOR THE PLANT FARM FROM HELENA AGRI-ENTERPRISES, LLC OF STANTON, TEXAS, AT A TOTAL COST OF $193,168.50 (DISTRICT 2) (GENERAL SERVICES)

12. 002-2022 – MOTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH TARRANT COUNTY, TEXAS, FOR COOPERATIVE PURCHASING SERVICES THROUGH THE TARRANT COUNTY COOPERATIVE PURCHASING PROGRAM (DISTRICT: NONE) (GENERAL SERVICES)

14. 2022-008 – RESOLUTION APPROVING THE PURCHASE OF A FORD F-550 POTHOLE PATCHER FROM RUSH TRUCK CENTERS OF TEXAS, LP, THROUGH BUYBOARD FOR A TOTAL COST OF $186,723.00 (DISTRICT: NONE) (GENERAL SERVICES)

15. 003-2022 – MOTION RATIFYING THE CITY OF MIDLAND'S ACCEPTANCE OF CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATION ACT GRANT FUNDING THROUGH THE FEDERAL AVIATION ADMINISTRATION'S AIRPORT CORONAVIRUS RESPONSE GRANT PROGRAM IN THE AMOUNT OF $23,000.00 FROM THE TEXAS DEPARTMENT OF TRANSPORTATION – AVIATION DIVISION (DISTRICT 4) (AIRPORTS)

DRAFT

16. 004-2022 – MOTION RATIFYING THE CITY OF MIDLAND'S ACCEPTANCE OF AIRPORT RESCUE GRANT FUNDING THROUGH THE AMERICAN RESCUE PLAN ACT IN THE AMOUNT OF $59,000.00 FROM THE TEXAS DEPARTMENT OF TRANSPORTATION – AVIATION DIVISION (DISTRICT 4) (AIRPORTS)

18. 2022-010 – RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO MCM OPERATING, LLC ("OPERATOR") TO DRILL FIVE OIL AND GAS WELLS LOCATED IN SECTION 6, BLOCK X, H.P. HILLIARD SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED 485 FEET SOUTH OF MOCKINGBIRD LANE EXTENSION AND BETWEEN 1,450 FEET AND 1,530 FEET EAST OF HOLIDAY HILL 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 1) (DEVELOPMENT SERVICES)

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

6. 2022-001 – RESOLUTION AWARDING A CONTRACT FOR THE FISCAL YEAR 2022 MILL AND INLAY PROJECT TO JONES BROS. DIRT & PAVING CONTRACTORS, INC. OF ODESSA, TEXAS, AT A TOTAL COST NOT TO EXCEED $4,670,020.95; AND AUTHORIZING PAYMENT (GENERAL SERVICES) (DISTRICT 2)

Council Member Norman asked if this replaces the curb and gutter. Transportation Manager Gabe McClelland reported this is a maintenance item and just addresses the damage. Council Member Corrales asked about water levels on Jefferson between Gist and Hicks. Mr. McClelland clarified that item is in design now.

John Norman moved to approve Resolution No. 2022-001; seconded by Dan Corrales.

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

8. 2022-003 – RESOLUTION AUTHORIZING THE EXECUTION OF A MASTER AGREEMENT WITH CINTAS CORPORATION FOR THE PURCHASE OF EMPLOYEE UNIFORMS FOR A TOTAL COST OF $224,667.00 (DISTRICT: NONE) (GENERAL SERVICES)

Council Member Corrales reported it appeared there was one bidder that had a lower bid. General Services Director Regina Stephenson reported one appeared to be lower but they did not provide a cost for all of the items and did not have a local presence as required.

Dan Corrales moved to approve Resolution No. 2022-003; seconded by Lori Blong.

The motion passed by the following vote:
AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman
NAY: None

DRAFT

ABSTAIN: None
ABSENT: None

11. 2022-006 – RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR TURF AND LANDSCAPE MAINTENANCE SERVICES FOR THE CITY OF MIDLAND PARKS, ATHLETIC FIELDS, AND OTHER CITY PROPERTIES MAINTAINED WITHIN THE PARKS AND RECREATION DIVISION (DISTRICT: ALL) (GENERAL SERVICES)

Council Member Dufford reported that after considerable study over the course of the last month he recommends going with Aldredge Gardens. City Attorney John Ohnemiller reported that when a motion is made, it needs to include an amendment to include the name and contract price.

Deputy City Manager Morris Williams reported staff has brought three options for Council's consideration. Option one is Aldredge Gardens, option two is M3 Landscapers and option three is breaking up the contract to be awarded to three companies; Aldredge Gardens, M3 Landscapers and Lawn and Tree Tech.

Justin Smith, 3300 N. Fairgrounds Road, Aldredge Gardens, reported he has worked on the City contract for many years now. During the drought, items were removed from the contract that made it difficult to make the parks look good. The new contract is written well and covers all of the products that will be used. They have the manpower and equipment to complete this contract.

Juan Vasquez, 5308 Logan Court, M3 General Manager, gave an overview of the projects they have handled including the school district. He reported he can get the manpower needed for option two or three.

Mike Small, 3612 Humble, Lawn and Tree Tech, has been in business for 38 years and has all of the necessary licenses, equipment and manpower to fulfill the contract.

Council Member Ladd apologized to Aldredge Gardens noting he did not realize they did not have what they needed to make the parks look better.

Scott Dufford moved to approve Resolution No. 2022-006 with the amendment to choose option 1; seconded by John Norman.

The motion failed by the following vote:
AYE: Poole, Dufford, Norman
NAY: Corrales, Blong, Payton, Ladd
ABSTAIN: None
ABSENT: None

Jack Ladd moved to approve Resolution No. 2022-006 with the amendment to choose option 3; seconded by Lori Blong.

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

DRAFT

ABSENT: None

13. 2022-007 – RESOLUTION APPROVING A CONTRACT WITH THYSSENKRUPP ELEVATOR CORPORATION, THROUGH SOURCEWELL, FOR THE REPLACEMENT OF FOUR (4) ELEVATORS AT THE SCHARBAUER SPORTS COMPLEX FOR A TOTAL COST OF $334,493.84; APPROVING $33,451.16 FOR CONTINGENCIES; AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT 4) (GENERAL SERVICES)

Council Member Corrales questioned the modernization of the elevators. Assistant Community Services Director Laurie Williams reported they have a hard time finding parts for the elevators. They chose the option to modernize the elevators which will make them go faster and have more availability for parts. The other option was to replace the elevator which would have to be big enough for a gurney which would mean a larger elevator shaft; this option would cost much more.

Council Member Corrales asked about market rate. General Services Director Regina Stephenson reported this is priced out through the SourceWell Purchasing Cooperative.

Dan Corrales moved to approve Resolution No. 2022-007; seconded by Lori Blong.

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

17. 2022-009 – RESOLUTION ADOPTING AND APPROVING A METRIC SCALE FOR CONSIDERING AND GRANTING SALES TAX REFUND INCENTIVES FOR ECONOMIC DEVELOPMENT PROPOSALS PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE (DISTRICT: ALL) (CITY MANAGER)

Council Member Corrales asked about the metric scale of tying the dollars to capital investments. MDC Executive Director Sara Harris reported that the Mayor and Council Members wanted a metric to tie sales and performance to property sales tax abatement. She could not find a model but chose to provide a model that is tied to their capital investment, meaning, a larger investment could mean a larger abatement for a longer period of time.

Dan Corrales moved to approve Motion No. 2022-009; seconded by Lori Blong.

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

SECOND READINGS

19. 10260 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 3, BLOCK 2,

DRAFT

BECKLAND TERRACE, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF COUNTRY CLUB DRIVE, APPROXIMATELY 312 FEET WEST OF DELMAR STREET), BY PERMITTING A REDUCED MINIMUM REAR YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES) (DEFERRED FROM NOVEMBER 16, 2021) (FIRST READING HELD DECEMBER 14, 2021)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10260.

Lori Blong moved to approve the second and final reading of Ordinance No. 10260; seconded by John Norman.

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

20. 10268 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 4,000-SQUARE FOOT PORTION OF LOT 31, BLOCK 10, PERMIAN ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF THOMASON DRIVE AND WEST WALL STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A NIGHTCLUB 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 DECEMBER 14, 2021)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10268.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10268; seconded by John Norman.

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

21. 10270 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF

DRAFT

MIDLAND TO REZONE LOTS 3 AND 4, BLOCK 50, EAST MIDLAND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM HI, HEAVY INDUSTRIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF NORTH MADISON STREET, APPROXIMATELY 100 FEET SOUTH OF ORCHARD LANE); 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 DECEMBER 14, 2021)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10270.

John Norman moved to approve the second and final reading of Ordinance No. 10270; seconded by Jack Ladd.

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

PUBLIC HEARINGS

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

22. 005-2022 – THE PROPOSED GRANTING OF AN OIL AND GAS WELL PERMIT TO PERMIAN DEEP ROCK OIL CO., LLC FOR THE DRILLING OF THE OIL AND GAS WELL CM MIPA ALLOC #H105WA; SAID WELL BEING GENERALLY LOCATED 1,690 FEET WEST OF RANKIN HIGHWAY AND 605 FEET SOUTH OF I-20 (DISTRICT 2) (DEVELOPMENT SERVICES)

    Mayor Payton opened the public hearing at 10:46 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

23. 006-2022 – THE PROPOSED GRANTING OF AN OIL AND GAS WELL PERMIT TO PERMIAN DEEP ROCK OIL CO., LLC FOR THE DRILLING OF THE OIL AND GAS WELL MUSTANG 110 MIPA UNIT #H110WB; SAID WELL BEING GENERALLY LOCATED 2,365 FEET EAST OF RANKIN HIGHWAY AND 170 FEET SOUTH OF I-20 (DISTRICT 2) (DEVELOPMENT SERVICES)

    Mayor Payton opened the public hearing at 10:47 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

24. 10272 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,674-SQUARE FOOT PORTION OF LOT 1-H, BLOCK 5, COLONY PLACE ADDITION, SECTION 5, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST WADLEY AVENUE AND NORTH GARFIELD STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BREWERY FOR ON-PREMISES CONSUMPTION;

DRAFT

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)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10272.

Development Services Director Chuck Harrington gave a brief overview of the item noting the applicant is requesting a special designation to open a micro-brewery. This is similar to Tall City Brewery. They meet all requirements and staff recommends approval.

Mayor Payton opened the public hearing at 10:48 a.m.

Casey Smith, 2405 Gulf Avenue, reported he was available for questions. He added that they are a much smaller scale than Tall City Brewery. They will have board games and this will basically be an adult nerd zone.

Ted Morehouse, 2408 Gulf Avenue, reported this will be a board game cafe which is an emerging trend in other cities and will be the first in Midland. He is a home brewer and this is a nano-brewery.

There being no one else wishing to speak, the public hearing was closed at 10:50 a.m.

Dan Corrales moved to approve the first of two readings of Ordinance No. 10272; seconded by Lori Blong.

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

25. 10273 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 15, BLOCK 10, KIMBER-LEA ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF WEST WADLEY AVENUE, APPROXIMATELY 210 FEET EAST OF NORTH MIDKIFF 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 3) (DEVELOPMENT SERVICES)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10273.

Mayor Payton opened the public hearing at 10:50 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. 10273; seconded

DRAFT

by Lori Blong.

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

26. 10274 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOTS 9-12, BLOCK 37, COLLEGE HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF WEST FRONT STREET AND CARLTON STREET), WHICH IS PRESENTLY ZONED C, COMMERCIAL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR AUTOMOBILE OR OTHER MOTORIZED VEHICLE SALES AND SERVICE; 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. 10274.

Mayor Payton opened the public hearing at 10:53 a.m.

Yesika Campos, 605 S. Mineola Street, reported she was available for questions. Council Member Norman asked if this was an auto detail shop. Ms. Campos reported it is for used car sales.

There being no one present wishing to speak, the public hearing was closed at 10:54 a.m.

Jack Ladd moved to approve the first of two readings of Ordinance No. 10274; seconded by Lori Blong.

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

27. 10275 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 1-28 AND THE WEST 28 FEET OF LOT 29, BLOCK 168, WILSHIRE PARK ADDITION, SECTION 11, CITY AND COUNTY OF MIDLAND, TEXAS, FROM O-2, OFFICE DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF SOUTH LOOP 250 AND GRACELAND DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT

DRAFT

SERVICES)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10275.

Development Services Director Chuck Harrington gave a brief overview of the item noting it is a request that was previously heard in December for a Commercial Zoning District, but staff felt that zoning was out of place. Council felt more control would be better. It has now come back under a Planned Development which gives more control.

Mayor Payton opened the public hearing at 10:55 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Lori Blong moved to approve the first of two readings of Ordinance No. 10275; seconded by Robin Poole.

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

28. 10276 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 3,241-SQUARE FOOT PORTION OF LOT 18, BLOCK 1, PROVIDENCE PARK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF NORTH MIDKIFF ROAD, APPROXIMATELY 605 FEET NORTH OF WEST WADLEY AVENUE), 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 1) (DEVELOPMENT SERVICES)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10276.

Mayor Payton opened the public hearing at 10:56 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Dan Corrales moved to approve the first of two readings of Ordinance No. 10276; seconded by Jack Ladd.

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

DRAFT

29. 10277 – AN ORDINANCE VACATING AND ABANDONING A 0.08-ACRE PORTION OF ALLEY RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 1 AND 2, BLOCK 1, OVERSTREET ADDITION, AND LOTS 6, 23, 24, AND 25, BLOCK 33, UNRECORDED CAROL CREST ADDITION, SECTION 1, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED APPROXIMATELY 255 FEET SOUTH OF GARDEN CITY HIGHWAY AND APPROXIMATELY 261 FEET EAST OF HENDERSON BOULEVARD); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $8,712.00; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 2) (DEVELOPMENT SERVICES)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10277.

Development Services Director Chuck Harrington gave a brief overview of the item noting a portion of the west alley was previously vacated. This item will allow them to combine all of the properties into one. They will pay the appropriate fees of $8,712.00. He clarified this is a dead alley. If you looked at it, you would not know it was an alley.

Mayor Payton opened the public hearing at 10:58 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Dan Corrales moved to approve the first of two readings of Ordinance No. 10277; seconded by John Norman.

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

30. 10278 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 19 AND 20, BLOCK 64, PARK AVENUE HEIGHTS, SECOND SECTION, 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 EAST CALIFORNIA AVENUE AND SOUTH BUNCHE 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. 10278.

Mayor Payton opened the public hearing at 10:59 a.m There being no one present wishing to speak, the public hearing was immediately closed.

Dan Corrales moved to approve the first of two readings of Ordinance No. 10278; seconded by John Norman.

The motion passed by the following vote:

DRAFT

AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

31. 10279 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 2,150-SQUARE FOOT PORTION OF LOT 10, BLOCK 56, PERMIAN ESTATES, SECTION 1, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST ILLINOIS AVENUE, APPROXIMATELY 670 FEET EAST OF 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 1) (DEVELOPMENT SERVICES)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10279.

Mayor Payton opened the public hearing at 11:00 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Lori Blong moved to approve the first of two readings of Ordinance No. 10279; seconded by Jack Ladd.

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

32. 10280 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR A 200-SQUARE FOOT PORTION OF LOT 3, BLOCK 1, POLO CLUB ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH GARFIELD STREET AND BLUEBIRD LANE), WHICH IS PRESENTLY ZONED AE, AGRICULTURAL ESTATE DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR WIRELESS COMMUNICATION SYSTEMS, INCLUDING A MONOPOLE ANTENNA STRUCTURE; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10280.

DRAFT

Mayor Payton opened the public hearing at 11:01 a.m.

Ralph Wyndgarden, representing Faulk and Foster, Grand Rapids, MI, reported he has done thousands of towers. This tower is for Verizon. He reviewed a presentation on coverage capacity, existing site maps, elevations, a mock-up of what the tower will look like from surrounding areas and zoning codes. He noted this mono-pole would take the place of approximately 36 micro-poles for several carriers. He reported they have FAA approval and the pole would be surrounded by a brick fence similar to the existing church. He asked Council for approval of this site.

Ed Runyan, 5114 Polo Club Road, reported the area is all Agricultural Estates and the intent has always been to preserve this green belt. They are asking to put in a mono-pole on a 200 square foot plat. If he wants to build it has to be on two acres. He suspects this will be a Verizon 5G tower. He raised concerns about this tower being on the approach to Airpark. He reviewed articles that raised concerns about 5G towers interfering with plane altimeters, noting that there are inexperienced pilots flying in this area. He does not think a monopole is the best fit for this environment.

Charlie Qualia, 2303 Texland Circle, agreed with Mr. Runyan and added that Planning & Zoning turned this item down unanimously. Staff's recommendation is to deny. This item is not in compliance with the comprehensive plan. The neighborhood does not want it. He added that he is the President of the Texland Estates HOA and they are not in favor of it.

Clint Walker, 2108 Bluebird, disputed some of the things said by Mr. Wyndgarden. There is 97 feet from the pole to his property line and 339 feet to his front door. There are seven church sites in the green belt. This will set a precedent and Polo Park is just on the other side of Bluebird. He reviewed other cities and found no cell tower in residential neighborhoods. They are mostly located in retail or commercial sites. It would be different if the pole was there prior to their homes being built. He respectfully asked the City Council to deny this request.

There being no one else wishing to speak, the public hearing was closed at 11:26 a.m.

Scott Dufford moved to approve the first of two readings of Ordinance No. 10280; seconded by Dan Corrales.

The motion failed by the following vote:
AYE: None
NAY: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman
ABSTAIN: None
ABSENT: None

33. 10281 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 5,000-SQUARE FOOT PORTION OF LOT 1A, BLOCK 29, HOMESTEAD ADDITION, SECTION 8, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED SOUTHWEST OF THE INTERSECTION OF NORTH COLORADO STREET AND WEST LOUISIANA AVENUE), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC

DRAFT

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. 10281.

Development Services Director Chuck Harrington gave a brief overview of the item noting this is at the old Basin Burger site. Opals Table is proposing to open a new restaurant of a different style. Alcohol service is part of that request.

Mayor Payton opened the public hearing at 11:29 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Dan Corrales moved to approve the first of two readings of Ordinance No. 10281; seconded by John Norman.

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

34. 10282 – AN ORDINANCE AMENDING TITLE XI, “PLANNING AND DEVELOPMENT”, CHAPTER 3, “FLOOD DAMAGE PREVENTION CODE”, SO AS TO REVISE CERTAIN STANDARDS FOR CONSTRUCTION IN FLOOD HAZARD AREAS WITHIN THE CITY OF MIDLAND; SETTING FORTH VARIANCE AND APPEAL PROCEDURES; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND ORDERING PUBLICATION (DISTRICT: ALL) (ENGINEERING SERVICES)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10282.

Mayor Payton opened the public hearing at 11:30 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Dan Corrales moved to approve the first of two readings of Ordinance No. 10282; seconded by John Norman.

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

MISCELLANEOUS

DRAFT

35. 007-2022 – MOTION GRANTING AUDEN CARRILLO'S APPEAL AND REVERSING THE BUILDING OFFICIAL'S DENIAL OF A SIGN PERMIT FOR LOT 3, BLOCK 33, CRESTGATE ADDITION, SECTION 20, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF BLUEBIRD LANE, APPROXIMATELY 2,213 FEET EAST OF NORTH MIDLAND DRIVE) (DISTRICT 1) (DEVELOPMENT SERVICES)

Development Services Director Chuck Harrington gave a brief overview of the item noting the request came up as result of lack of permitting for their base of the sign. A new site plan was furnished this morning. The base encroaches into the right-of-way by five feet. The applicant came up to get a permit for the sign. Staff has no way to justify this item as it's actually in the right-of-way which creates issues. Should council approve this item, they will need to obtain a right-of-way use agreement and indemnity insurance to protect the City. Council Member Dufford asked if Bluebird was widened, would that sign be in the way. Mr. Harrington reported it would. Council Member Corrales suggested adding a clause that if the road were widened, the applicant would be responsible for moving it.

Auden Carillo, 3701 NCR 1130, reported the base was built prior to the permit application. The applicant thought it was far enough from the curb. It does not obstruct the view and they do not have a problem if it needs to be moved later.

Pastor Pieter Reid, 4111 Amistad Drive, Good Shepard Lutheran Church, reported they are right across from the youth complex between Midland and Midkiff Drive. As the picture shows, Bluebird was already widened about a year and a half ago. The base was already in place and is far enough back to allow a site line of the road. It does not impede visibility.

Mayor Payton reported the issue is not visibility but that the sign is built on the City's right-of-way. He asked Pastor Reid if he was amenable to enter into an agreement to allow the sign to remain on the property. Council Member Ladd added they would also need to provide liability insurance. City Attorney John Ohnemiller suggested Council could grant the appeal and authorize the City Manager to negotiate an agreement with them.

Dan Corrales moved to approve Motion No. 007-2022 with amendment to allow the City Manager to negotiate an agreement; seconded by Scott Dufford.

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

36. 10283 – AN ORDINANCE ALTERING PRIMA FACIE SPEED LIMITS ALONG CERTAIN STREETS IN THE CITY; AUTHORIZING INSTALLATION OF APPROPRIATE SIGNS AND MARKINGS; REPEALING ORDINANCE NO. 10223; 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 4) (ENGINEERING SERVICES)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10283.

DRAFT

Traffic Engineer Mike Pacelli reported the default speed limit is 30 mph. The City does not have the ability to go below 25 mph but can lower it from 30 mph to 25 mph if Council determines that the 30 mph is unreasonable or unsafe. From the staff standpoint, they don't see a negative to 25 mph. The streets in Legends Park are more curvy and have a higher percentage of on-street parking. Therefore, staff can support 25 mph on those streets. Council Member Blong reported she has had conversations with residents in this area and it would be helpful to encourage slower speeds noting the roads are narrow and there are many cars, bicycles and children in the streets. Approving this would show the residents we are listening. Mr. Pacelli added he asked the residents to go through their HOA to ensure some level of support. He clarified this would add about six to eight signs posted at the entrances to the neighborhood.

Lori Blong moved to approve the first of two readings of Ordinance No. 10283; seconded by Robin Poole.

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

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

Council Member Dufford suggested this item be deferred until the Council has the opportunity to interview the applicants.

Scott Dufford moved to defer; seconded by Jack Ladd.

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

PUBLIC COMMENT

38. 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.)

There being no citizens present wishing to speak, the Public Comment was closed.

EXECUTIVE SESSION

Mayor Payton recessed the meeting to go to Executive Session at 11:48 a.m.

DRAFT

39. 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

All the business at hand having been completed, the meeting adjourned at 12:25 p.m.

PASSED AND APPROVED January 25, 2022.

Patrick Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

DRAFT

City Council Meeting

Item Number: 4

Meeting Date: January 25, 2022

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **Resolution authorizing the execution of a Professional Services Agreement with Parkhill, Smith & Cooper, Inc. dba Parkhill to perform the design, survey and construction administration services for sewer improvements north of SH-191 & west of TX-158 to the eastern property boundary of Midland Development Corporation for the Utilities Department. (DISTRICT 4) (GENERAL SERVICES)**

Purpose:

Resolution authorizing the execution of a Professional Services Agreement with Parkhill, Smith & Cooper, Inc. dba Parkhill to perform the design, survey and construction administration services for sewer improvements north of SH-191 & west of TX-158 to the eastern property boundary of Midland Development Corporation.

Recommended City Council Action:

Approve

Fiscal Impact:

The amount of $290,950.00 is available in the FY22 Water & Sewer operating fund, and is hereby transferred into fund 305 and appropriated to a Project for the purpose identified.

Discussion:

Resolution 2020-091 approved the selection of Parkhill, Smith & Cooper, Inc. dba Parkhill for performance of on-call engineering support services for the Utilities Department over the next five years. Any agreement exceeding $100,000.00 shall not become effective until approved by City Council. Please see the attached memo from Carl Craigo, Utilities Director, for additional information.

Therefore, please consider a resolution authorizing the execution of a professional services agreement with Parkhill, Smith & Cooper, Inc. dba Parkhill of Lubbock, Texas for design, survey and construction administration services for sewer improvements north of SH-191 & west of TX-158 to the eastern property boundary of Midland Development Corporation for the cost of $253,000.00 plus contingencies in the amount of $37,950.00 for a total cost of $290,950.00.

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Munoz Martinez, Purchasing Manager

FROM: Carl Craigo, PE, Utilities Director

SUBJECT: Consider a Resolution approving a contract with Parkhill for the design of a wastewater extension from HWY 158 to MDC property north of I-191.

DATE: Jan 25, 2022

The project generally includes new wastewater piping north of SH-191, with connection to an existing stub-out on the eastern side of Tx-158 and installed to the eastern boundary line of MDC's property. This project will have Parklhill an approved on-call engineer (Resolution 2020-137) perform the task.

Once the project is designed MDC will bid and manage the construction of the sewer line.

The scope of services is on a task fee bases with an amount of $253,000 and a contingency of $37,950 for a not to exceed amount of $290950. This will be paid for with Utilities Admin FY21 Operating Fund.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PARKHILL, SMITH & COOPER, INC., D/B/A PARKHILL FOR THE DESIGN, SURVEY AND CONSTRUCTION ADMINISTRATION SERVICES FOR SEWER IMPROVEMENTS NORTH OF SH-191 AND WEST OF TX-158 TO THE EASTERN PROPERTY BOUNDARY OF THE MIDLAND DEVELOPMENT CORPORATION FOR THE UTILITIES DEPARTMENT FOR A COST OF $253,000.00; APPROVING $37,950.00 FOR CONTINGENCIES; AND APPROPRIATING FUNDS

WHEREAS, the City Council approved Resolution No. 2020-091 selecting six engineering firms to provide professional services for engineering designs and studies on an as-needed basis; and

WHEREAS, the Utilities Department has selected Parkhill, Smith & Cooper, Inc., to provide the design, survey and construction administration services for sewer improvements north of SH-191 and west of TX-158 to the eastern property boundary of the Midland Development Corporation for the Utilities Department; and

WHEREAS, Parkhill, Smith & Cooper, Inc., d/b/a Parkhill ("Parkhill") has agreed to perform said professional services at a cost of $253,000.00; and

WHEREAS, the City Council finds that Parkhill is qualified to perform said professional services; and

WHEREAS, the City Council finds that the professional fees proposed by Parkhill are consistent with and not higher than the recommended practices and fees published by the applicable professional associations and do not exceed any maximum provided by law; and

WHEREAS, the City Council finds that Parkhill provides professional services for a fair and reasonable price; and

WHEREAS, the City Council finds it to be in the public interest to execute a professional services agreement with Parkhill as the most highly qualified provider of said professional services based on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fee for the services; and

WHEREAS, the City Council finds it to be in the public interest to approve $37,950.00 for contingencies;

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

SECTION ONE. That the Interim City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a professional services agreement with Parkhill for said professional services. A copy said agreement is attached hereto as Exhibit "1" and incorporated herein for all purposes.

SECTION TWO. That the sum of $37,950.00 for contingencies is hereby approved for said agreement.

SECTION THREE. That funds are available in the FY22 Water & Sewer operating fund and are hereby appropriated and transferred to into Fund 305 to a Project for the purpose identified.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay Parkhill from funds available in Fund 305 upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Carl Craigo, Utilities Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

PROFESSIONAL SERVICES AGREEMENT
#22001780

THIS AGREEMENT is made and effective the 26th day of January 2022, by and between the CITY OF MIDLAND, TEXAS ("*CITY*"), a home-rule municipal corporation, and PARKHILL, SMITH & COOPER, INC., DBA, PARKHILL ("*COMPANY*"). CITY and COMPANY are at times individually referred to as a "*Party*" and collectively referred to as the "*Parties*."

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform design, survey and construction administration services for sewer improvements north of SH-191 & west of TX-158 to the eastern property boundary of Midland Development Corporation services (the "*Services*") for CITY. The Services are more specifically set forth in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

ARTICLE II. SERVICES TO BE PERFORMED

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

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY an amount not to exceed $253,000.00 for the performance of the Services. CITY agrees to pay COMPANY according to the schedule set forth in **Exhibit A** upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in **Exhibit A** that COMPANY incurs during the previous month for which COMPANY receives advanced written approval from the City Manager. All additional and/or reimbursable expenses must be approved by the City Manager prior to incurring such expenses.

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

fifteen (15) days of the date of receipt of the invoice, and the Parties shall immediately make every effort to settle the disputed portion of the invoice. Notwithstanding the foregoing, CITY shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The term of this Agreement shall be from January 26, 2022 until January 25, 2023, unless the Services are completed sooner or the Agreement is terminated as provided below. Thereafter, this agreement may be renewed for up to two (2) additional terms of one (1) year each, upon the CITY providing notice of intent to renew to the COMPANY not less than 30 days prior to the expiration of this contract.

ARTICLE V. TERMINATION AT WILL

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

ARTICLE VI. ASSIGNMENT

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

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

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

provided, however, that COMPANY may make copies of the Instruments of Service for its files.

ARTICLE VIII. INDEPENDENT CONTRACTOR

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

ARTICLE IX. INSURANCE

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

Commercial General Liability (including Contractual liability):

-Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
-Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:	$250,000.00 combined single limit - Personal Injury and Property Damage
Workers' Compensation:	Statutory limits

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

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

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

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

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

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

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

By executing this Agreement, COMPANY certifies that the certificate of insurance provided pursuant to this Article complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert

inappropriate language on a certificate. Compliance with state law and this Agreement is the sole and exclusive responsibility of COMPANY.

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

ARTICLE X. ATTORNEY FEES

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

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

COMPANY IS RELYING ON ITS OWN JUDGMENT AND HAD THE

OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XI. GOVERNMENTAL IMMUNITY

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

ARTICLE XII. NO THIRD-PARTY BENEFICIARY

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

ARTICLE XIII. RELEASE

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

ARTICLE XIV. GENERAL PROVISIONS

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

B. Governing Law and Venue. The laws of the State of Texas shall govern, construe and enforce all rights and duties of the Parties, including, but not limited to, tort claims and any contractual claims or disputes arising from or relating in any way to the subject matter of this

Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of the Parties shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claim, suit, or other action arising from or connected in any way to this Agreement shall be in Midland County, Texas.

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

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

If to COMPANY: Parkhill, Smith & Cooper, Inc., DBA Parkhill
4222 85th Street
Lubbock, Texas 79423

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

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

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

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

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

H. Federal Wage Requirements. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Agreement,

and all terms and requirements under said statutes and regulations are made terms and conditions of this Agreement, to which the Parties have agreed to be bound.

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
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 _____, 20____ personally appeared, _____, an officer of Parkhill, Smith & Cooper, Inc., DBA Parkhill, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____
Notary Public, State of Texas

Parkhill

Exhibit "A"

November 15, 2021

Mr. Carl Craigo, P.E.
Utilities Director
City of Midland
300 North Loraine, 3rd Floor
Midland, TX 79701

Re: Professional Engineering Services Proposal
SH-191 Sewer Extension

Dear Mr. Craigo:

Parkhill, Smith & Cooper, Inc. dba Parkhill, is pleased to provide this proposal to deliver professional services under our engineering, survey, and construction administration teams. These tasks are related to the planning, design, bidding and construction of new sewer infrastructure with service west of TX-158 to the eastern property boundary of MDC (Midland Development Corporation).

Please see Exhibit A, attached, for a detailed listing of work to be accomplished along with associated cost.

Exhibit B provides the current hourly rate fee sheet for Parkhill to be used in performing these tasks.

Thank you for the opportunity to provide our services on this project. We trust the letter is responsive to your request, and we look forward to your approval. Should you have any questions, please do not hesitate to call me at 817.633.0434 or by email at rkennerly@parkhill.com.

Sincerely,

Parkhill

By _____
Ryan Kennerly, PE, DBIA
Principal

RSK

Enclosures

cc: Cory Moose, COM
Diana Welch, Parkhill

EXHIBIT A

Professional Engineering Scope of Services
SH-191 Sewer Extension

PROJECT DESCRIPTION

The project generally includes new wastewater piping north of SH-191, with connection to an existing stub-out on the eastern side of Tx-158 and installed to the eastern boundary line of MDC's property.

PROFESSIONAL SERVICES

The following items have been identified as necessary components for delivery of a complete and effective project. Parkhill will perform a preliminary analysis investigation, prepare survey components and easement descriptions (as applicable), Geotechnical & SUE services, state agency coordination, along with the development of sealed plan and specification documents required for construction bidding. Bid phase services and construction administration shall also be encompassed within this agreement.

Task 1 – Engineering Design and Basic Services:

a. Preliminary Analysis and Investigation:

- Scope development & contract execution
- Site investigation & review of ROW feasibility
- GIS Incorporation and verification
- Flow capacity & hydraulic analysis
- As-Built utility evaluation
- Route viability & parcel map
- Coordination with subconsultants

b. Design and City Compliance:

- 30% design documents (plans & specifications) / QA/QC review
- City review and comment period
- Traffic and erosion control plan (as applicable)
- 90% design documents (plans & specifications) / QA/QC review
- City review and comment period
- TCEQ plan submittal form
- Internal constructability review
- Finalize bid documents w/ OPCC

Parkhill.com

c. Bidding and Contract Award:

- Develop & publish project advertisement
- Furnish bid documents to perspective contractors
- Schedule and attend pre-bid conference
- Prepare and issue addenda, as applicable
- Schedule and attend bid opening
- Proposal evaluation and recommendation

d. Construction Administration:

- Schedule and attend pre-construction conference
- Submittal review and approval
- Facilitate on-site monthly construction progress meetings
- Preparation of change orders, as applicable
- Prepare applications for payment
- Conformed to construction document submittal

Task 2 – Survey & Easement Documents:

- Topographic and boundary survey along project limits (where not previously captured)
- Derive same control, as applicable, to existing City files
- Establish control monuments and benchmarks throughout project limits
- Easement description and exhibit development along project limits

Task 3 – Construction Staking:

- Mark project alignment at 150-foot intervals or sightline, whichever is less
- Mark observable utilities, as applicable
- Reference control monuments and benchmarks, as applicable

Task 4 – Geotechnical & SUE Services:

- Mark project limits and drill locations as required for pipeline borings and/or any structural components
- Drill to desired depths as appropriate for anticipated pipe alignment
- Report data in the latest ASTM standard format
- Level ‘B’ Sue along project alignment, as applicable

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OWNER'S SERVICES

- Coordination of site visits at appropriate times throughout the project
- Coordination with local property owners and assistance with easement procurement
- Design documents review at 30% & 90%
- Facilitate meeting site for project related conferences
- Process engineering and construction pay-application requests

SCHEDULE

Engineering design and basic services, including survey, will initiate after notification from the Owner and conclude no later than 180 business days from commencement date.

METHOD OF PAYMENT

Owner shall deliver compensation on an hourly rate basis in accordance with the fee summary below. Invoices shall be submitted monthly by the engineer, in a format acceptable to the owner, based upon the percentage of work completed to date. The engineer shall not exceed the stated fee without prior written consent from the Owner.

1 - Engineering Design and Basic Services
- a. Preliminary Analysis and Investigation……...$15,000
- b. Design and City Compliance……..$120,000
- c. Bidding & Contract Award……$17,000
- d. Construction Administration……$40,000

2 - Survey and Easement Documents……..…….....$25,000
3 - Construction Staking……..…….....$7,500
4 - Geotechnical & Sue Services…….……$28,500

Estimated Hourly Rate Fee: ***$253,000***

****SPECIAL SERVICES***

Services shall be authorized in writing by the Owner. Basis of payment is to be determined at the time of authorization. The following are examples and are not intended to be all-inclusive of types of special services which may be required.

- *Archeological Investigation/Survey*
- *Bond Counsel*
- *Financial Advisor*
- *Static and Residual Flow Testing*
- *Construction Materials Testing*
- *Easement Negotiation/Acquisition*
- *Construction Observation*
- *Multiple Bid Packages or Phased Construction*

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Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date: 11/15/2021 EXHIBIT B

Prepared By: RSK
Principal: RSK
Project Manager: TBD

Project Name: SH-191 Sewer Extension
Project Number: PP01WTRE6131
Task/Discipline: DBC
Projected Start Date: TBD

Fee (Revenue) Type: Hourly Rate
Markup on Direct Expenses:
Markup on Reimbursables: 15.00%

Fee Costs Summary (Profit and Markup Included in Total Fee)		**Fee Summary** (OH and Profit in Labor, Markup included in Directs and Reimbursables)	
Labor Cost:	$222,692		
Direct Consultants:		Labor:	$222,692
Direct Expenses:		Directs:	
Reimburable Consultants:	$25,000	Subtotal:	$222,692
Reimbursable Expenses:	$1,355	Reimburables:	$30,308
Total Fee:	**$253,000**	**Total Fee:**	**$253,000**

Labor Costs **Project:** SH-191 Sewer Extension **Project Number:** PP01WTRE6131 **Task/Discipline:** DBC **Current Fee:** $253,000

		1	2	3	4	5	6	7	8	
	Category	CivilEngineers	CivilEngineers	CivilEngineers	CivilEngineers	OtherProfessionals	Surveyors	OtherProfessionals	SupportEmployees	
	Staff Title - Level	Senior Project Manager Civil-PL7	Senior Project Manager Civil-PL6	Professional Civil Engineer-PL5	Civil Project Engineer-PL4	Other Professional-PL4	Surveyor-PL6	RPR-PL5	Support Staff-SS5	
	Hourly/Billing Rate	$341.00	$286.00	$265.00	$220.00	$167.00	$208.00	$185.00	$123.00	
	Resource (Employee) Name (Blank if not known)	AZE	RSK	KRL	KG	JV/RP	SW	CS	KG	
Task/Discipline **Subtask/Phase**	**Trips**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Total**
PRELIMINARY ANALYSIS & INVESTIGATION										
Scope Development		2	4	4	4	4			4	22
Site Investigation & Review of ROW Feasibility			2	8		2				12
GIS Incorporation & Verification			2	2	6					10
Flow Capacity & Hydraulic Analysis			2		6					8
As-Built Utility Evaluation			2	2						4
Route Viability & Parcel Map	1		2	2	4					8
Coordination w/ Subconsultants		1	2	2					4	9
DESIGN & CITY COMPLIANCE										
30% Design Documents (P&S) / QA/QC Review		4	24	16	24	40			10	
City Review & Comment Period	1	2	12		8	4			10	
Traffic & Erosion Control Plan			12	24	24					60
90% Design Documents (P&S) / QA/QC Review	1	4	24	12	12				10	62
City Review & Comment Period		2	8		8	4			10	32
TCEQ Plan Submittal Forms			6	4	8	8			10	36
Internal Constructability Review		4	2		8	4			2	20
Finalize Bid Documents w/ OPCC	1	2	2	12	8	8			4	36
BIDDING & CONTRACT AWARD										
Develop & Publish Project Advertisement			4	4					4	12
Furnish Bid Docs to Perspective Contractors			4	4					4	12
Schedule & Attend Pre-Bid Conference			4	4					4	12
Prepare & Issue Addena, as Applicable			4	4					4	12
Schedule & Attend Bid Opening			4	4					4	12
Proposal Evaluation & Recommendation			4	4					2	10
CONSTRUCTION ADMINISTRATION										
Schedule & Attend Pre-Construction Conference			8	8	8				8	32
Submittal Review & Approval			4	10	10				12	36
Facilitate Monthly Construction Progress Mtgs			10	10	10				24	54
Preparation of Change Ordfers, as Applicable			10	12	12				12	46
Prepare Applications for Payment			4	12					12	28
Conformed to Construction Document Submittal			4	4	24				10	42
SURVEY & EASEMENT DOCUMENTS										
Topo & Boundary Survey Along Project Limits	4	2	8			12	10	30	4	66
Derive Same Control as City System	2	2	8			12	10	12	4	48
Establish Control Monuments & Benchmarks	1			25			8	12	4	49
Easement Description & Exhibit Development	1					12	8	8	2	30
CONSTRUCTION STAKING										
Mark Project Align. @ 150- Intervals			4				10	10	2	26
Mark Observable Utilities, as Applicable			4				8	8		20
Reference Control Monuments and Benchmarks							1	1	1	3

Reimbursable Consultant Costs										Amount
511	5/28/2021 EXHIBIT B									
512	Mech/Elec Consultant									
513	Environ/Civil Consultant									
514	Architectural Consultant									
515	Testing Consultant (Geotech)									$10,000
516	SUE Consultant									$15,000
517	SH-191 Sewer Extension									
518	Other Consultant - Kitchen / Food Consultant									
518	Other Consultant - Acoustical Consultant									
518	Other Consultant - AV/ IT Consultant									
518	Other Consultant									
									Total Reimbursable Consultants	$25,000
Reimbursable Expenses										
521	Travel									
	Motel		Days @		Men @		/Man-day	=		
	Air Travel		Air Fare @		Men @		/Man	=		
	Parking		Days @		/Day			=		
	Car Rental		Days @		/Day			=		
	Mileage	207.2	Miles @	$0.545	@	12	Trips	=	$1,355.09	
									Subtotal	$1,355
522	Reproductions									
	Blackline / Color Plots									
	34" x 22"		Shts @	$2.50	/Sht	@		Sets =		
	36" x 24"		Shts @	$2.75	/Sht	@		Sets =		
	42" x 30		Shts @	$3.25	/Sht	@		Sets =		
	Other		sf @	$0.55	/sf	@		Sets =		
	Mounting Foam Board		Boards @	$10.00	/ea	@				
	Printing:									
	Set Up Fee		Originals @	$0.15	/Sht	@		Submittals =		
	8-1/2" x 11" B&W		Originals @	$0.09	/Sht	@		Sets =		
	8-1/2" x 11" Color		Originals @	$0.55	/Sht	@		Sets =		
	11" x 17" B&W		Originals @	$0.18	/Sht	@		Sets =		
	11" x 17" Color		Originals @	$1.05	/Sht	@		Sets =		
	Binding Cost		Sets @	$2.00	/Set			=		
	Laminating		Shts @	$2.00	/Sht			=		
	Scan to file									
	Burn to CD/DVD		CD/DVD @	$13.50	/each			=		
	Scan Specs		Originals @	$0.15	/Sht			=		
	Scan Drawings		Originals @	$1.50	/Sht			=		
									Subtotal	
523	Models/Renderings/Photos				Shots @		/Shot			
524	Telephone		Calls @		/Call					
525	Meals		Days @		Men @		/Man-day			
526	Field Supplies									
528	Postage		Mailings @		/Mailing	(Standard)				
528	Postage		Mailings @		/Mailing	(Overnight)				
530	Misc Reimbursable Exp									
532	Temporary Personnel									
534	Office Supplies									
535	CADD									
536	Field Equip Rental									
537	Interior Design Items									
539	License & Regulation Fee									
543	NM Gross Receipt Tax									
547	Computer Supplies									
									Total Reimbrusable Expenses	$1,355

City Council Meeting

Item Number: 5

Meeting Date: January 25, 2022

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AWARDING A CONTRACT FOR THE SOLOMON LANE WATER BOND PROJECT TO TEC EXCAVATION, INC. OF MIDLAND, TEXAS, AT A TOTAL COST NOT TO EXCEED $1,693,185.00; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT (DISTRICT 1) (GENERAL SERVICES)

Purpose:

Resolution authorizing the execution of a contract for the Solomon Lane Utility Bond Project.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the GO Bond Fund 179 and will be appropriated to the Solomon Lane Utility Bond Project.

Discussion:

The City Manager approved plans and specifications and authorized advertisement for bids for the approval of a resolution authorizing the execution of a contract for the Solomon Lane Utility Bond Project. The bid request was sent to sixty-eight (68) companies. We received three (3) bids. One (1) bid was deemed non-responsive. Of the two (2) responsive bids, staff recommends awarding a contract to TEC Excavation, Inc. for the amount of $1,693,185.00. Please see the attached memo from Jose Ortiz, Engineering Services Director, for more information.

Therefore, please consider a resolution awarding a contract for the Solomon Lane Utility Bond Project to TEC Excavation, Inc. of Midland, Texas for the amount of $1,693,185.00. Staff is also requesting an additional $169,318.50 in contingences plus $50,000.00 for project related costs

for a total cost of $1,912,503.50.

Tina Jaug

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE SOLOMON LANE WATER BOND PROJECT TO TEC EXCAVATION, INC. OF MIDLAND, TEXAS, AT A TOTAL COST NOT TO EXCEED $1,693,185.00; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

WHEREAS, the City Manager approved the plans and specifications and advertised for competitive bids for the Solomon Lane Water Bond Project (the "Project"); and

WHEREAS, Bid No. 22001562 was opened on January 12, 2022, with the lowest responsible bidder being TEC Excavation, Inc. of Midland, Texas ("Contractor"), having submitted a bid of $1,693,185.00 as shown on the bid tabulation attached hereto as Exhibit "A" and incorporated herein for all legal purposes; and

WHEREAS, the total cost of the work to be completed, according to the previously advertised plans and specifications and the unit prices in Exhibit "A", shall not exceed $1,693,185.00; and

WHEREAS, the City Council finds it to be in the public interest to execute a contract with Contractor for said Project;

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

SECTION ONE. That the Mayor and the City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Contractor for said Project at a total cost not to exceed $1,693,185.00, said contract being on file in the office of the City Secretary, referenced by the date and number of this resolution.

SECTION TWO. That the City Manager is hereby authorized and directed to execute, on behalf of the City of Midland, change orders to said contract if (1) each change order involves a decrease or an increase of $50,000.00 or less and (2) the change orders, in total, do not increase the original contract price by more than $169,318.50.

SECTION THREE. That the sum of $1,912,503.50 is hereby appropriated from the GO Bond Fund 179 to the Solomon Lane Utility Bond Project.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay Contractor pursuant to the terms of said contract and change orders executed in accordance with this resolution in an amount not to exceed $1,862,503.50 from funds available in the Solomon Lane Utility Bond Project upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

_____
Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

BPU19-05 - City of Midland: Solomon Lane Water Bond Project

City of Midland - Engineering Services; January 12, 2022

BID TAB					Boler Equipment Service, Inc.			TEC Excavation		
Bid Item	Pay Note	Description	Quantity	Units	Unit Price	Bid Total	Actual Bid Total	Unit Price	Bid Total	Actual Bid Total
1	M1	Mobilization	6	MO	$ 8,500.00	$ 51,000.00	$ 51,000.00	$ 9,000.00	$ 54,000.00	$ 54,000.00
2	M2	20" Steel Pipe Casing (1/4" Wall Thickness)	100	LF	$ 175.00	$ 17,500.00	$ 17,500.00	$ 162.00	$ 16,200.00	$ 16,200.00
3	M3	Erosion/Sediment Control	6	MO	$ 2,150.00	$ 12,900.00	$ 12,900.00	$ 1,500.00	$ 9,000.00	$ 9,000.00
4	M4	Traffic Control	6	MO	$ 3,650.00	$ 21,900.00	$ 21,900.00	$ 4,500.00	$ 27,000.00	$ 27,000.00
5	M5	Job Site Safety	6	MO	$ 2,150.00	$ 12,900.00	$ 12,900.00	$ 550.00	$ 3,300.00	$ 3,300.00
6	M6	Seeding & Stabilization	360	LF	$ 28.00	$ 10,080.00	$ 10,080.00	$ 15.00	$ 5,400.00	$ 5,400.00
7	M7	Spray Watering	1	LS	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 9,000.00	$ 9,000.00	$ 9,000.00
8	M8	Material Mark-up	N/A	%	20%	N/A	N/A	15%	N/A	N/A
9	M9	Labor Mark-up (Regular Work Hours)	N/A	%	20%	N/A	N/A	15%	N/A	N/A
10	M10	Equipment Rental Mark-up (Non-Standard Equipment Only)	N/A	%	20%	N/A	N/A	15%	N/A	N/A
1	D1	Removal & Disposal of Existing Water Main	170	LF	$ 10.00	$ 1,700.00	$ 1,700.00	$ 15.00	$ 2,550.00	$ 2,550.00
2	D1	Removal & Disposal of Existing Storm Drain	64	LF	$ 25.00	$ 1,600.00	$ 1,600.00	$ 25.00	$ 1,600.00	$ 1,600.00
3	D2	Flowable Fill for Existing Pipes Abandoned In Place	160	CY	$ 128.00	$ 20,480.00	$ 20,480.00	$ 150.00	$ 24,000.00	$ 24,000.00
4	D3	Removal & Disposal of Existing Fire Hydrant Assembly	5	EA	$ 750.00	$ 3,750.00	$ 3,750.00	$ 1,500.00	$ 7,500.00	$ 7,500.00
5	D4	Removal & Disposal of Existing Unclassified Pavement	2720	SY	$ 8.00	$ 21,760.00	$ 21,760.00	$ 8.00	$ 21,760.00	$ 21,760.00
6	D5	Removal & Disposal of Existing Concrete Curb & Gutter	180	LF	$ 15.00	$ 2,700.00	$ 2,700.00	$ 10.00	$ 1,800.00	$ 1,800.00
7	D6	Removal & Disposal of Existing Concrete Headwall	1	EA	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 3,500.00	$ 3,500.00	$ 3,500.00
8	D7	Removal & Disposal of Existing Storm Drain Catch Basin	1	EA	$ 775.00	$ 775.00	$ 775.00	$ 3,500.00	$ 3,500.00	$ 3,500.00
9	D8	Removal & Disposal of Existing Guard Rail	20	LF	$ 85.00	$ 1,700.00	$ 1,700.00	$ 85.00	$ 1,700.00	$ 1,700.00
1	W1	16" AWWA C-900 DR18, PVC, Water Main	80	LF	$ 160.00	$ 12,800.00	$ 12,800.00	$ 162.00	$ 12,960.00	$ 12,960.00
2	W1	12" AWWA C-900 DR18, PVC, Water Main	5100	LF	$ 104.00	$ 530,400.00	$ 530,400.00	$ 105.00	$ 535,500.00	$ 535,500.00
3	W1	8" AWWA C-900 DR18, PVC, Water Main	180	LF	$ 88.00	$ 15,840.00	$ 15,840.00	$ 75.00	$ 13,500.00	$ 13,500.00
4	W1	6" AWWA C-900 DR18, PVC, Water Main	880	LF	$ 80.00	$ 70,400.00	$ 70,400.00	$ 62.00	$ 54,560.00	$ 54,560.00
5	W2	16" Gate Valve & Vault (MJxMJ/FL)	1	EA	$ 17,250.00	$ 17,250.00	$ 17,250.00	$ 12,000.00	$ 12,000.00	$ 12,000.00
6	W3	12" Gate Valve & Box (MJxMJ/FL)	14	EA	$ 3,995.00	$ 55,930.00	$ 55,930.00	$ 4,200.00	$ 58,800.00	$ 58,800.00
7	W3	8" Gate Valve & Box (MJxMJ/FL)	3	EA	$ 2,850.00	$ 8,550.00	$ 8,550.00	$ 2,200.00	$ 6,600.00	$ 6,600.00
8	W3	6" Gate Valve & Box (MJxMJ/FL)	18	EA	$ 2,400.00	$ 43,200.00	$ 43,200.00	$ 1,500.00	$ 27,000.00	$ 27,000.00
9	W4	12" Air Relief Valve & Vault (Water Main)	3	EA	$ 19,200.00	$ 57,600.00	$ 57,600.00	$ 19,900.00	$ 59,700.00	$ 59,700.00
10	W5	Fire Hydrant Assembly (≤ 5' Water Main Bury Depth)	14	EA	$ 4,175.00	$ 58,450.00	$ 58,450.00	$ 4,400.00	$ 61,600.00	$ 61,600.00
11	W6	Fire Hydrant Riser (> 5' Water Main Bury Depth)	3	VF	$ 575.00	$ 1,725.00	$ 1,725.00	$ 775.00	$ 2,325.00	$ 2,325.00
12	W7	Ductile Iron Fittings	2.75	TON	$ 18,995.00	$ 52,236.25	$ 52,236.25	$ 22,000.00	$ 60,500.00	$ 60,500.00
13	W8	Dresser Coupling	1	EA	$ 495.00	$ 495.00	$ 495.00	$ 500.00	$ 500.00	$ 500.00
14	W9	12"x1" Tapping Saddle	33	EA	$ 395.00	$ 13,035.00	$ 13,035.00	$ 400.00	$ 13,200.00	$ 13,200.00
15	W9	6"x1" Tapping Saddle	5	EA	$ 325.00	$ 1,625.00	$ 1,625.00	$ 310.00	$ 1,550.00	$ 1,550.00
16	W10	1" Water Service Connection	38	EA	$ 1,325.00	$ 50,350.00	$ 50,350.00	$ 1,050.00	$ 39,900.00	$ 39,900.00
17	W11	1" Water Service Lateral	1580	LF	$ 15.00	$ 23,700.00	$ 23,700.00	$ 10.00	$ 15,800.00	$ 15,800.00
18	W12	Open Trenching of Water Main	6240	LF	$ 15.00	$ 93,600.00	$ 93,600.00	$ 8.00	$ 49,920.00	$ 49,920.00
1	SD1	36" Reinforced Concrete Pipe (RCP), Storm Drain	64	LF	$ 200.00	$ 12,800.00	$ 12,800.00	$ 310.00	$ 19,840.00	$ 19,840.00
2	SD2	4' x 4' x 6.5' Reinforced Concrete Junction Box & Grate	1	EA	$ 7,950.00	$ 7,950.00	$ 7,950.00	$ 11,100.00	$ 11,100.00	$ 11,100.00
3	SD3	Reinforced Concrete Headwall	1	EA	$ 17,500.00	$ 17,500.00	$ 17,500.00	$ 13,600.00	$ 13,600.00	$ 13,600.00
4	SD4	Headwall Safety End Treatment	1	EA	$ 17,500.00	$ 17,500.00	$ 17,500.00	$ 11,800.00	$ 11,800.00	$ 11,800.00
5	SD5	Connect to Existing Storm Drain	1	EA	$ 1,995.00	$ 1,995.00	$ 1,995.00	$ 3,300.00	$ 3,300.00	$ 3,300.00
6	SD6	Open Trenching of Storm Drain	86	LF	$ 30.00	$ 2,580.00	$ 2,580.00	$ 15.00	$ 1,290.00	$ 1,290.00
1	P1	6" Concrete Pavement Repair	50	SY	$ 140.00	$ 7,000.00	$ 7,000.00	$ 115.00	$ 5,750.00	$ 5,750.00
2	P2	Concrete Curb & Gutter Repair	180	LF	$ 40.00	$ 7,200.00	$ 7,200.00	$ 50.00	$ 9,000.00	$ 9,000.00
3	P3	2" Type D HMAC Asphalt Pavement Repair (PG70-22)	2750	SY	$ 50.00	$ 137,500.00	$ 137,500.00	$ 55.00	$ 151,250.00	$ 151,250.00
4	P4	Bituminous Prime Coat (MC-30, 0.20 Gal / SY)	550	GAL	$ 7.00	$ 3,850.00	$ 3,850.00	$ 8.00	$ 4,400.00	$ 4,400.00
5	P5	Flowable Fill / 2-Sack Backfill	2720	SY	$ 75.00	$ 204,000.00	$ 204,000.00	$ 89.00	$ 242,080.00	$ 242,080.00
6	P6	Unclassified Daylight Excavation	8	CY	$ 150.00	$ 1,200.00	$ 1,200.00	$ 100.00	$ 800.00	$ 800.00
7	P7	Unclassified Embankment (Density Controlled)	10	CY	$ 150.00	$ 1,500.00	$ 1,500.00	$ 125.00	$ 1,250.00	$ 1,250.00
					Base Bid Total =	$ 1,710,006.25	**$ 1,717,006.25**	Base Bid Total =	$ 1,693,185.00	**$ 1,693,185.00**
							$7,000.00			$0.00

INTEROFFICE MEMORANDUM

TO: Erika Martinez; City of Midland, Purchasing Manager

FROM: Jose E. Ortiz; City of Midland, Engineering Service Director

SUBJECT: Solomon Lane Water Bond Project ♦ Engr. Project No. BPU19-05 ♦ Bid Tabulation ♦ Funding #_____

DATE: January 12, 2022

Erika,

Engineer staff has reviewed the bid tabulation for the Solomon Lane Water Bond Project, a utility bond project. TEC Excavation, Inc. of Midland, Texas, is the apparent successful low bidder. Staff recommends awarding the Solomon Lane Water Bond 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 Solomon Lane Water Bond 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 **$1,693,185.00** as outlined in the bidding documents. In addition, we would like to request that a 10% contingency in the amount of **$169,318.50** be allowed for value added changes to the project during construction and **$50,000.00** for project related costs incurred by the City to facilitate the contract (i.e. TDLR inspections, material testing services, etc.). The total amount made available for the project would be **$1,912,503.50**.

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

Jose Ortiz
Engineering Service Director

Cc: Gabe McClelland
Regina Stephenson

BPU19-05 - City of Midland: Solomon Lane Water Bond Project

City of Midland - Engineering Services; January 12, 2022

BID TAB					Boler Equipment Service, Inc.			TEC Excavation		
Bid Item	Pay Note	Description	Quantity	Units	Unit Price	Bid Total	Actual Bid Total	Unit Price	Bid Total	Actual Bid Total
1	M1	Mobilization	6	MO	$ 8,500.00	$ 51,000.00	$ 51,000.00	$ 9,000.00	$ 54,000.00	$ 54,000.00
2	M2	20" Steel Pipe Casing (1/4" Wall Thickness)	100	LF	$ 175.00	$ 17,500.00	$ 17,500.00	$ 162.00	$ 16,200.00	$ 16,200.00
3	M3	Erosion/Sediment Control	6	MO	$ 2,150.00	$ 12,900.00	$ 12,900.00	$ 1,500.00	$ 9,000.00	$ 9,000.00
4	M4	Traffic Control	6	MO	$ 3,650.00	$ 21,900.00	$ 21,900.00	$ 4,500.00	$ 27,000.00	$ 27,000.00
5	M5	Job Site Safety	6	MO	$ 2,150.00	$ 12,900.00	$ 12,900.00	$ 550.00	$ 3,300.00	$ 3,300.00
6	M6	Seeding & Stabilization	360	LF	$ 28.00	$ 10,080.00	$ 10,080.00	$ 15.00	$ 5,400.00	$ 5,400.00
7	M7	Spray Watering	1	LS	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 9,000.00	$ 9,000.00	$ 9,000.00
8	M8	Material Mark-up	N/A	%	20%	N/A	N/A	15%	N/A	N/A
9	M9	Labor Mark-up (Regular Work Hours)	N/A	%	20%	N/A	N/A	15%	N/A	N/A
10	M10	Equipment Rental Mark-up (Non-Standard Equipment Only)	N/A	%	20%	N/A	N/A	15%	N/A	N/A
1	D1	Removal & Disposal of Existing Water Main	170	LF	$ 10.00	$ 1,700.00	$ 1,700.00	$ 15.00	$ 2,550.00	$ 2,550.00
2	D1	Removal & Disposal of Existing Storm Drain	64	LF	$ 25.00	$ 1,600.00	$ 1,600.00	$ 25.00	$ 1,600.00	$ 1,600.00
3	D2	Flowable Fill for Existing Pipes Abandoned In Place	160	CY	$ 128.00	$ 20,480.00	$ 20,480.00	$ 150.00	$ 24,000.00	$ 24,000.00
4	D3	Removal & Disposal of Existing Fire Hydrant Assembly	5	EA	$ 750.00	$ 3,750.00	$ 3,750.00	$ 1,500.00	$ 7,500.00	$ 7,500.00
5	D4	Removal & Disposal of Existing Unclassified Pavement	2720	SY	$ 8.00	$ 21,760.00	$ 21,760.00	$ 8.00	$ 21,760.00	$ 21,760.00
6	D5	Removal & Disposal of Existing Concrete Curb & Gutter	180	LF	$ 15.00	$ 2,700.00	$ 2,700.00	$ 10.00	$ 1,800.00	$ 1,800.00
7	D6	Removal & Disposal of Existing Concrete Headwall	1	EA	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 3,500.00	$ 3,500.00	$ 3,500.00
8	D7	Removal & Disposal of Existing Storm Drain Catch Basin	1	EA	$ 775.00	$ 775.00	$ 775.00	$ 3,500.00	$ 3,500.00	$ 3,500.00
9	D8	Removal & Disposal of Existing Guard Rail	20	LF	$ 85.00	$ 1,700.00	$ 1,700.00	$ 85.00	$ 1,700.00	$ 1,700.00
1	W1	16" AWWA C-900 DR18, PVC, Water Main	80	LF	$ 160.00	$ 12,800.00	$ 12,800.00	$ 162.00	$ 12,960.00	$ 12,960.00
2	W1	12" AWWA C-900 DR18, PVC, Water Main	5100	LF	$ 104.00	$ 530,400.00	$ 530,400.00	$ 105.00	$ 535,500.00	$ 535,500.00
3	W1	8" AWWA C-900 DR18, PVC, Water Main	180	LF	$ 88.00	$ 15,840.00	$ 15,840.00	$ 75.00	$ 13,500.00	$ 13,500.00
4	W1	6" AWWA C-900 DR18, PVC, Water Main	880	LF	$ 80.00	$ 70,400.00	$ 70,400.00	$ 62.00	$ 54,560.00	$ 54,560.00
5	W2	16" Gate Valve & Vault (MJxMJ/FL)	1	EA	$ 17,250.00	$ 17,250.00	$ 17,250.00	$ 12,000.00	$ 12,000.00	$ 12,000.00
6	W3	12" Gate Valve & Box (MJxMJ/FL)	14	EA	$ 3,995.00	$ 55,930.00	$ 55,930.00	$ 4,200.00	$ 58,800.00	$ 58,800.00
7	W3	8" Gate Valve & Box (MJxMJ/FL)	3	EA	$ 2,850.00	$ 8,550.00	$ 8,550.00	$ 2,200.00	$ 6,600.00	$ 6,600.00
8	W3	6" Gate Valve & Box (MJxMJ/FL)	18	EA	$ 2,400.00	$ 43,200.00	$ 43,200.00	$ 1,500.00	$ 27,000.00	$ 27,000.00
9	W4	12" Air Relief Valve & Vault (Water Main)	3	EA	$ 19,200.00	$ 57,600.00	$ 57,600.00	$ 19,900.00	$ 59,700.00	$ 59,700.00
10	W5	Fire Hydrant Assembly (≤ 5' Water Main Bury Depth)	14	EA	$ 4,175.00	$ 58,450.00	$ 58,450.00	$ 4,400.00	$ 61,600.00	$ 61,600.00
11	W6	Fire Hydrant Riser (> 5' Water Main Bury Depth)	3	VF	$ 575.00	$ 1,725.00	$ 1,725.00	$ 775.00	$ 2,325.00	$ 2,325.00
12	W7	Ductile Iron Fittings	2.75	TON	$ 18,995.00	$ 52,236.25	$ 52,236.25	$ 22,000.00	$ 60,500.00	$ 60,500.00
13	W8	Dresser Coupling	1	EA	$ 495.00	$ 495.00	$ 495.00	$ 500.00	$ 500.00	$ 500.00
14	W9	12"x1" Tapping Saddle	33	EA	$ 395.00	$ 13,035.00	$ 13,035.00	$ 400.00	$ 13,200.00	$ 13,200.00
15	W9	6"x1" Tapping Saddle	5	EA	$ 325.00	$ 1,625.00	$ 1,625.00	$ 310.00	$ 1,550.00	$ 1,550.00
16	W10	1" Water Service Connection	38	EA	$ 1,325.00	$ 50,350.00	$ 50,350.00	$ 1,050.00	$ 39,900.00	$ 39,900.00
17	W11	1" Water Service Lateral	1580	LF	$ 15.00	$ 23,700.00	$ 23,700.00	$ 10.00	$ 15,800.00	$ 15,800.00
18	W12	Open Trenching of Water Main	6240	LF	$ 15.00	$ 93,600.00	$ 93,600.00	$ 8.00	$ 49,920.00	$ 49,920.00
1	SD1	36" Reinforced Concrete Pipe (RCP), Storm Drain	64	LF	$ 200.00	$ 12,800.00	$ 12,800.00	$ 310.00	$ 19,840.00	$ 19,840.00
2	SD2	4' x 4' x 6.5' Reinforced Concrete Junction Box & Grate	1	EA	$ 7,950.00	$ 7,950.00	$ 7,950.00	$ 11,100.00	$ 11,100.00	$ 11,100.00
3	SD3	Reinforced Concrete Headwall	1	EA	$ 17,500.00	$ 17,500.00	$ 17,500.00	$ 13,600.00	$ 13,600.00	$ 13,600.00
4	SD4	Headwall Safety End Treatment	1	EA	$ 17,500.00	$ 17,500.00	$ 17,500.00	$ 11,800.00	$ 11,800.00	$ 11,800.00
5	SD5	Connect to Existing Storm Drain	1	EA	$ 1,995.00	$ 1,995.00	$ 1,995.00	$ 3,300.00	$ 3,300.00	$ 3,300.00
6	SD6	Open Trenching of Storm Drain	86	LF	$ 30.00	$ 2,580.00	$ 2,580.00	$ 15.00	$ 1,290.00	$ 1,290.00
1	P1	6" Concrete Pavement Repair	50	SY	$ 140.00	$ 7,000.00	$ 7,000.00	$ 115.00	$ 5,750.00	$ 5,750.00
2	P2	Concrete Curb & Gutter Repair	180	LF	$ 40.00	$ 7,200.00	$ 7,200.00	$ 50.00	$ 9,000.00	$ 9,000.00
3	P3	2" Type D HMAC Asphalt Pavement Repair (PG70-22)	2750	SY	$ 50.00	$ 137,500.00	$ 137,500.00	$ 55.00	$ 151,250.00	$ 151,250.00
4	P4	Bituminous Prime Coat (MC-30, 0.20 Gal / SY)	550	GAL	$ 7.00	$ 3,850.00	$ 3,850.00	$ 8.00	$ 4,400.00	$ 4,400.00
5	P5	Flowable Fill / 2-Sack Backfill	2720	SY	$ 75.00	$ 204,000.00	$ 204,000.00	$ 89.00	$ 242,080.00	$ 242,080.00
6	P6	Unclassified Daylight Excavation	8	CY	$ 150.00	$ 1,200.00	$ 1,200.00	$ 100.00	$ 800.00	$ 800.00
7	P7	Unclassified Embankment (Density Controlled)	10	CY	$ 150.00	$ 1,500.00	$ 1,500.00	$ 125.00	$ 1,250.00	$ 1,250.00
					Base Bid Total =	$ 1,710,006.25	**$ 1,717,006.25**	Base Bid Total =	$ 1,693,185.00	**$ 1,693,185.00**
							$7,000.00			$0.00

SPECIFICATIONS

Project Name: Solomon Lane Water Bond Project
Project Number: BPU19-05

MAYOR

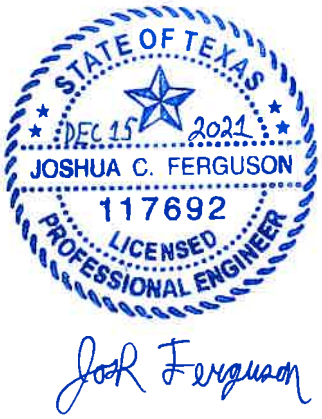
Patrick Payton

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

ENGINEERING SERVICES DIRECTOR

Jose Ortiz



Prepared by City of Midland, Texas
Engineering Services Division

December 2021

NOTICE TO BIDDERS

ATTENTION: All bidders who choose to mail bid packets must address them to one of the addresses below:

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.

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 12th day of January, 2022, and publicly opened and read aloud at that time.

ATTENTION: The public bid opening will in the City Council Meeting Chambers

The Proposed Work provides for the furnishing of materials and labor for Solomon Lane Water Bond Project together with other miscellaneous and appurtenant work.

ATTENTION: A NON-MANDATORY PRE-BID MEETING will be held at 3:00 p.m. on Wednesday, January 5th, 2022 in the basement conference room of City Hall, 300 N. Loraine Street, Midland, Texas. The meeting will be held in person.

ATTENTION: All questions submitted before or after the Non-Mandatory Pre-Bid Meeting And 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 is Noon on Friday, January 7, 2022. 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 December 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 December 15, 2021 and numbered from 1 (1) through 38 (38) 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 December 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.**

N/A

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.**

N/A

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.**

N/A

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 N/A

_____ _____

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: Tullyla Clutter Date: 1.12.22

Printed Name and Title: Tullyla Clutter Pres.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/17/2021

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): (940)468-7273 E-MAIL ADDRESS: ty@hartley-usa.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
TEC Excavation Inc PO BOX 80455 Midland TX 79708	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/AGGR	$ 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? Y/N [N] (Mandatory in NH) 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 occurrence basis, on the policies listed above, except for Worker's Compensation, when required by a written contract..

All policies contain an automatic blanket waiver of subrogation endorsement in favor of The City of Midland. This waives the rights of subrogation with respect to claims against The City of Midland. it's agents, employees and officers, on all policies listed above, when required by a written contract.

The Commercial General Liability is Primary and Non-Contributory

30 Day Notice of cancellation. Umbrella is Follow-form.

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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TECHNICAL SPECIFICATIONS

FOR: Solomon Lane Water Bond Project

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 December 2021

SPECIAL PROVISIONS

ATTENTION: All Bidders are directed to pay special attention to the NOTICE TO BIDDERS section of the bid packet. 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 _Solomon Lane Water Bond 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, replacement, 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, material storage and protection, concrete joint sealing, erosion control, traffic control, seeding and vegetation, watering, coordination with the City of Midland staff and organizations such as 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 Proposed Bid Items to be paid upon material delivery for this project:

Miscellaneous Bid Items: 2

Water Bid Items: 1 – 17

Storm Bid Items: 1

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:

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 properties 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.

Special consideration is to be given by the Contractors for access to the Lazywood Lane and Weeping Willow Lane cul-de-sacs. The Contractor must make every reasonable effort to minimize the duration of any access interruptions to these cul-de-sacs. Residents must at all times be able to drive around the work zones on both cul-de-sacs while remaining on the existing paved road surface unless the Contractor is actively working across the road or an emergency situation requires that the road be temporarily blocked. At no point is vehicle traffic ever to be directed off of the existing public roadway in order to get around the project work zone.

Steel plates or equivalent means must be used as needed to enable vehicle access across a trench that would otherwise prevent access to a private property unless construction work is actively taking place at this location. These temporary measures are to be kept in place any time construction activity is not actively taking place, or until the trench pavement repair is complete.

No construction materials or equipment are to be stored within the Lazywood Lane or Weeping Willow Lane cul-de-sac Right-of-Ways.

10. PROPERTY AND RIGHT-OF-WAY SERVICE:

Service to adjacent properties must be maintained at all times unless otherwise directed by the Engineer. Such services include water, wastewater, fiber, cable, electric, and gas. Contractor must notify affected properties no less than two (2) business days prior to any planned service interruption.

Contractor must coordinate with the City of Midland regarding any planned service interruptions for public water or wastewater, or to restore any public infrastructure damaged during construction activities.

Contractor must coordinate with private service providers for any necessary service interruptions to their infrastructure or to restore service to their infrastructure in the event that a private service is disrupted, damaged, etc. during construction.

11. 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.

12. 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.

13. SURVEY:

The Contractor is to provide GPS survey shots for all meters replaced to the City of Midland with each completed invoice 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.

14. 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.

15. 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.

16. 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 and existing water meters indicated for removal as part of the project are to be returned to the City of Midland by the Contractor and remain City property. These are ancillary to the project and will not be paid as separate items.

17. 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.

Storm Drain Pipes & Structures – Perform as-built survey and closed circuit televising (CCTV) for all storm drain pipes and structures.

- As-Built Survey of Storm Drain Pipes & Culverts – Provide as-built survey shots at fifty-foot (50') intervals along the storm drain pipe or culvert at the top of the pipe or culvert installed.

- As-Built Survey of Storm Drain Structures – Provide as-built survey shots at the inverts of all storm drain structures that are installed to verify the storm drain grades, including all manholes, junction boxes, and inlets.

- Closed Circuit Televising (CCTV) – Provide CCTV video of the storm drain for the full length of the storm drain system installed, including through all storm drain structures. CCTV video is not required for storm drain laterals unless directed by the Engineer.

18. 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.

19. 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.

20. 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.

21. CONTRACT DEADLINE:

The deadline for substantial completion of this project is _180_ 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.

22. 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.

23. 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, only partially completed, 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 also equivalent to or a higher class than 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: Solomon Lane Water Bond Project

Project Number: BPU19-05

Base Bid: Miscellaneous Items

Item No.	Quantity	Description	Unit Price	Total Amount
1)	6 MO	Mobilization, furnished, installed, complete and in place, for the sum of: NINE THOUSAND dollars and NO cents per month. (Pay Note M1)	$ 9,000.00	$ 54,000.00
2)	100 LF	20" Steel Pipe Casing (1/4" Wall Thickness), furnished, installed, complete and in place, for the sum of: ONE HUNDRED SIXTY TWO dollars and NO cents per linear foot. (Pay Note M2)	$ 162.00	$ 16,200.00
3)	6 MO	Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: FIFTEEN HUNDRED dollars and NO cents per month. (Pay Note M3)	$ 1,500.00	$ 9,000.00
4)	6 MO	Traffic Control, furnished, installed, complete and in place, for the sum of: FORTY FIVE HUNDRED dollars and NO cents per month. (Pay Note M4)	$ 4,500.00	$ 27,000.00
5)	6 MO	Job Site Safety, furnished, installed, complete and in place, for the sum of: FIVE HUNDRED FIFTY dollars and NO cents per month. (Pay Note M5)	$ 550.00	$ 3,300.00

Base Bid: Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
6)	360 SY	Seeding & Stabilization, furnished, installed, complete and in place, for the sum of: FIFTEEN dollars and NO cents per square yard. (Pay Note M6)	$ 15.00	$ 5,400.00
7)	1 LS	Spray Watering, furnished, installed, complete and in place, for the sum of: NINE THOUSAND dollars and NO cents per lump sum. (Pay Note M7)	$ 9,000.00	$ 9,000.00
8)	N/A	Material Mark-up, complete and in place, for the sum of: FIFTEEN percent. (Pay Note M8)	15 %	$ N/A
9)	N/A	Labor Mark-up (Regular Work Hours), complete and in place, for the sum of: FIFTEEN percent. (Pay Note M9)	15 %	$ N/A
10)	N/A	Equipment Rental Mark-up (Non-Standard Equipment Only), complete and in place, for the sum of: FIFTEEN percent. (Pay Note M10)	% 15	$ N/A
Total Miscellaneous Items 1-10		$ 123,900.00		

Base Bid: Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	170 LF	Removal & Disposal of Existing Water Main, complete and in place, for the sum of: FIFTEEN dollars and NO cents per linear foot. (Pay Note D1)	$ 15.00	$ 2,550.00
2)	64 LF	Removal & Disposal of Existing Storm Drain, complete and in place, for the sum of: TWENTY FIVE dollars and NO cents per linear foot. (Pay Note D1)	$ 25.00	$ 1,600.00
3)	160 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	$ 24,000.00
4)	5 EA	Removal & Disposal of Existing Fire Hydrant Assembly, complete and in place, for the sum of: FIFTEEN HUNDRED dollars and NO cents per each. (Pay Note D3)	$ 1,500.00	$ 7,500.00
5)	2720 SY	Removal & Dispose of Existing Unclassified Pavement, complete and in place, for the sum of: EIGHT dollars and NO cents per square yard. (Pay Note D4)	$ 8.00	$ 21,760.00
6)	180 LF	1,025,915.00 Removal & Dispose of Existing Concrete Curb & Gutter, complete and in place, for the sum of: TEN dollars and NO cents per linear foot. (Pay Note D5)	$ 10.00	$ 1,800.00
7)	1 EA	Removal & Disposal of Existing Concrete Headwall, complete and in place, for the sum of: THIRTY FIVE HUNDRED dollars and NO cents per each. (Pay Note D6)	$ 3,500.00	$ 3,500.00

Base Bid: Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
8)	1 EA	Removal & Disposal of Existing Storm Drain Catch Basin, complete and in place, for the sum of: THIRTY FIVE HUNDRED dollars and NO cents per each. (Pay Note D7)	$ 3,500.00	$ 3,500.00
9)	20 LF	Removal & Disposal of Existing Guard Rail, complete and in place, for the sum of: EIGHTY FIVE dollars and NO cents per linear foot. (Pay Note D8)	$ 85.00	$ 1,700.00
Total Demolition Items 1-9		$ 67,910.00		

Base Bid: Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	80 LF	16" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: ONE HUNDRED SIXTY TWO dollars and NO cents per linear foot. (Pay Note W1)	$ 162.00	$ 12,960.00
2)	5100 LF	12" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: ONE HUNDRED FIVE dollars and NO cents per linear foot. (Pay Note W1)	$ 105.00	$ 535,500.00
3)	180 LF	8" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: SEVENTY FIVE dollars and NO cents per linear foot. (Pay Note W1)	$ 75.00	$ 13,500.00
4)	880 LF	6" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: SIXTY TWO dollars and NO cents per linear foot. (Pay Note W1)	$ 62.00	$ 54,560.00
5)	1 EA	16" Gate Valve & Vault (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: TWELVE THOUSAND dollars and NO cents per each. (Pay Note W2)	$ 12,000.00	$ 12,000.00
6)	14 EA	12" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: FORTY TWO HUNDRED dollars and NO cents per each. (Pay Note W3)	$ 4,200.00	$ 58,800.00
7)	3 EA	8" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: TWENTY TWO HUNDRED dollars and NO cents per each. (Pay Note W3)	$ 2,200.00	$ 6,600.00

Base Bid: Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
8)	18 EA	6" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: FIFTEEN HUNDRED dollars and NO cents per each. (Pay Note W3)	$ 1,500.00	$ 27,000.00
9)	3 EA	12" Air Relief Valve & Vault (Water Main), furnished, installed, complete and in place, for the sum of: NINETEEN THOUSAND NINE HUNDRED dollars and NO cents per each. (Pay Note W4)	$ 19,900.00	$ 59,700.00
10)	14 EA	Fire Hydrant Assembly, (≤ 5' Water Main Bury Depth), furnished, installed, complete and in place, for the sum of: FORTY FOUR HUNDRED dollars and NO cents per each. (Pay Note W5)	$ 4,400.00	$ 61,600.00
11)	3 VF	Fire Hydrant Riser, (> 5' Water Main Bury Depth), furnished, installed, complete and in place, for the sum of: SEVEN HUNDRED SEVENTY FIVE dollars and NO cents per vertical foot. (Pay Note W6)	$ 775.00	$ 2,325.00
12)	2.75 TON	Ductile Iron Fittings, furnished, installed, complete and in place, for the sum of: TWENTY TWO THOUSAND dollars and NO cents per ton. (Pay Note W7)	$ 22,000.00	$ 60,500.00
13)	1 EA	Dresser Coupling, furnished, installed, complete and in place, for the sum of: FIVE HUNDRED dollars and NO cents per each. (Pay Note W8)	$ 500.00	$ 500.00

Base Bid: Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
14)	33 EA	12"x1" Tapping Saddle furnished, installed, complete and in place, for the sum of: FOUR HUNDRED dollars and NO cents per each. (Pay Note W9)	$ 400.00	$ 13,200.00
15)	5 EA	6"x1" Tapping Saddle furnished, installed, complete and in place, for the sum of: THREE HUNDRED TEN dollars and NO cents per each. (Pay Note W9)	$ 310.00	$ 1,550.00
16)	38 EA	1" Water Service Connection, furnished, installed, complete and in place, for the sum of: ONE THOUSAND FIFTY dollars and NO cents per each. (Pay Note W10)	$ 1,050.00	$ 39,900.00
17)	1580 LF	1" Water Service Lateral, furnished, installed, complete and in place, for the sum of: TEN dollars and NO cents per linear foot. (Pay Note W11)	$ 10.00	$ 15,800.00
18)	6240 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 W12)	$ 8.00	$ 49,920.00
Total Water Items 1-18		$ 1,025,915.00		

Base Bid: Storm Drain Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	64 LF	36" Reinforced Concrete Pipe (RCP), Storm Drain, furnished, installed, complete and in place, for the sum of: THREE HUNDRED TEN dollars and NO cents per linear foot. (Pay Note SD1)	$ 310.00	$ 19,840.00
2)	1 EA	4' x 4' x 6.5' Reinforced Concrete Junction Box & Grate, furnished, installed, complete and in place, for the sum of: ELEVEN THOUSAND ONE HUNDRED dollars and NO cents per each. (Pay Note SD2)	$ 11,100.00	$ 11,100.00
3)	1 EA	Reinforced Concrete Headwall, furnished, installed, complete and in place, for the sum of: THIRTEEN THOUSAND SIX HUNDRED dollars and NO cents per each. (Pay Note SD3)	$ 13,600.00	$ 13,600.00
4)	1 EA	Headwall Safety End Treatment, furnished, installed, complete and in place, for the sum of: ELEVEN THOUSAND EIGHT HUNDRED dollars and NO cents per each. (Pay Note SD4)	$ 11,800.00	$ 11,800.00
5)	1 EA	Connect to Existing Storm Drain, furnished, installed, complete and in place, for the sum of: THIRTY THREE HUNDRED dollars and NO cents per each. (Pay Note SD5)	$ 3,300.00	$ 3,300.00
6)	86 LF	Open Trenching of Storm Drain, furnished, installed, complete and in place, for the sum of: FIFTEEN dollars and NO cents per linear foot. (Pay Note SD6)	$ 15.00	$ 1,290.00
Total Miscellaneous Items 1-6		$ 60,930.00		

Base Bid: Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	50 SY	6" Concrete Pavement Repair, furnished, installed, complete and in place, for the sum of: ONE HUNDRED FIFTEEN dollars and NO cents per square yard. (Pay Note P1)	$ 115.00	$ 5,750.00
2)	180 LF	Concrete Curb & Gutter Repair, furnished, installed, complete and in place, for the sum of: FIFTY dollars and NO cents per linear foot. (Pay Note P2)	$ 50.00	$ 9,000.00
3)	2750 SY	2" Type D HMAC Asphalt Pavement Repair (PG70-22), furnished, installed, complete and in place, for the sum of: FIFTY FIVE dollars and NO cents per square yard. (Pay Note P3)	$ 55.00	$ 151,250.00
4)	550 GAL	Bituminous Prime Coat (MC-30, 0.20 Gal / SY), furnished, installed, complete and in place, for the sum of: EIGHT dollars and NO cents per gallon. (Pay Note P4)	$ 8.00	$ 4,400.00
5)	2720 SY	Flowable Fill / 2-Sack Backfill, furnished, installed, complete and in place, for the sum of: EIGHTY NINE dollars and NO cents per square yard. (Pay Note P5)	$ 89.00	$ 242,080.00
6)	8.0 CY	Unclassified Excavation (Daylighting), complete and in place, for the sum of: ONE HUNDRED dollars and NO cents per cubic yard. (Pay Note P6)	$ 100.00	$ 800.00
7)	10.0 CY	Unclassified Embankment (Density Controlled), furnished, installed, complete and in place, for the sum of: ONE HUNDRED TWENTY FIVE dollars and NO cents per cubic yard. (Pay Note P7)	$ 125.00	$ 1,250.00
Total Paving Items 1-7		$ 414,530.00		

Bid Price For:	
1. Miscellaneous Items	$ 123,900.00
2. Demolition Items	$ 67,910.00
3. Water Items	$ 1,025,915.00
4. Storm Drain Items	$ 60,930.00
5. Paving Items	$ 414,530.00
Total Price	$ 1,693,185.00

In addition to providing the individual prices for the items above, Contract shall write the total bid amount in the sum of

ONE MILLION SIX HUNDRED NINETY THREE THOUSAND ONE HUNDRED EIGHTY FIVE 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 180 calendar days after receipt of notice to proceed.

PUBLIC INFORMATION

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

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

Solomon Lane Water Bond Project

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	Traffic Control	M4
5	Job Site Safety	M5
6	Seeding & Stabilization	M6
7	Spray Watering	M7
8	Material Mark-up	M8
9	Labor Mark-up (Regular Work Hours)	M9
10	Equipment Rental Mark-up (Non-Standard Equipment Only)	M10
Demolition Items		
1	Removal & Disposal of Existing Water Main	D1
2	Removal & Disposal of Existing Storm Drain	D1
3	Flowable Fill for Existing Pipes Abandoned In Place	D2
4	Removal & Disposal of Existing Fire Hydrant Assembly	D3
5	Removal & Disposal of Existing Unclassified Pavement	D4
6	Removal & Disposal of Existing Concrete Curb & Gutter	D5
7	Removal & Disposal of Existing Concrete Headwall	D6
8	Removal & Disposal of Existing Storm Drain Catch Basin	D7
9	Removal & Disposal of Existing Guard Rail	D8
Water Items		
1	16" AWWA C-900 DR18, PVC, Water Main	W1
2	12" AWWA C-900 DR18, PVC, Water Main	W1
3	8" AWWA C-900 DR18, PVC, Water Main	W1
4	6" AWWA C-900 DR18, PVC, Water Main	W1
5	16" Gate Valve & Vault (MJxMJ/FL)	W2
6	12" Gate Valve & Box (MJxMJ/FL)	W3
7	8" Gate Valve & Box (MJxMJ/FL)	W3
8	6" Gate Valve & Box (MJxMJ/FL)	W3
9	12" Air Relief Valve & Vault (Water Main)	W4
10	Fire Hydrant Assembly (≤ 5' Water Main Bury Depth)	W5
11	Fire Hydrant Riser (> 5' Water Main Bury Depth)	W6
12	Ductile Iron Fittings	W7
13	Dresser Coupling	W8
14	12"x1" Tapping Saddle	W9
15	6"x1" Tapping Saddle	W9
16	1" Water Service Connection	W10
17	1" Water Service Lateral	W11
18	Open Trenching of Water Main	W12

Storm Drain Items

1	36" Reinforced Concrete Pipe (RCP), Storm Drain	SD1
2	4' x 4' x 6.5' Reinforced Concrete Junction Box & Grate	SD2
3	Reinforced Concrete Headwall	SD3
4	Headwall Safety End Treatment	SD4
5	Connect to Existing Storm Drain	SD5
6	Open Trenching of Storm Drain	SD6

Paving Items

1	Concrete Curb & Gutter Repair	P1
2	2" Type D HMAC Asphalt Pavement Repair (PG70-22)	P2
3	Bituminous Prime Coat (MC-30, 0.20 Gal / SY)	P3
4	Flowable Fill / 2-Sack Backfill	P4
5	Unclassified Daylight Excavation	P5
6	Unclassified Embankment (Density Controlled)	P6

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 and maintain 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 and maintain the Traffic Control per the approved Traffic Control Plan. Any required traffic control devices are to meet the City of Midland Traffic Division Standards. Measurement and payment to be made per month.

M5 Includes the necessary equipment, labor, materials, and incidentals to implement and maintain 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.

M6 Includes the necessary equipment, labor, materials, and incidentals for Seeding & Stabilization per the construction drawings and City of Midland standards and specifications, including all removal, storage, and replacement of existing topsoil as well as all seeding and appurtenances. Watering is addressed in a separate pay note. Measurement and payment to be made per square yard measured along the ground surface.

M7 Includes the necessary equipment, labor, materials, and incidentals for Spray Watering per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per lump sum.

M8 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.

M9 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.

M10 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 Headwall per the construction drawings and City of Midland standards and specifications, including all gates, attachments, and appurtenances. Measurement and payment to be made per each structure removed.

D7 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Storm Drain Catch Basin per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per each structure removed.

D8 Includes the necessary equipment, labor, materials, and incidentals to Remove & Dispose of Existing Guard Rail per the construction drawings and City of Midland standards and specifications, including removal of all gates, columns, posts, foundations, anchors, and structures as well as all excavation, backfill, cutting, and appurtenances. Measurement and payment to be made per linear foot measures along the ground surface following the guard rail centerline through all structures and appurtenances.

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 & Vault per the construction drawings and City of Midland standards and specifications, including all embedment, vault, joint restraint, thrust blocking, concrete collar, and appurtenances. Measurement and payment to be made per each valve and vault installed. Includes valves associated with tapping sleeves.

W3 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.

W4 Includes the necessary equipment, labor, materials, and incidentals for the installation of an Air Relief Valve & Vault (Water Force Main) per the construction drawings and City of Midland standards and specifications, including all embedment, wrapping, joint restraint, thrust blocking, backfill, concrete collar, and appurtenances. Measurement and payment to be made per each valve installed.

W5 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Fire Hydrant Assembly to a depth of 5' 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.

W6 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Fire Hydrant Riser (> 5' Water Main Bury Depth) per the construction drawings and City of Midland standards and specifications, including all embedment and appurtenances. Measurement and payment to be made per vertical foot of riser below a water main bury depth of 5' measured from the water main invert and rounded up to the nearest 0.5'.

W7 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.

W8 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.

W9 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.

W10 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.

W11 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.

W12 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.

SD1 Includes the necessary equipment, labor, materials, and incidentals for the installation of Storm Drains 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 structures and appurtenances.

SD2 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Reinforced Concrete Junction Box per the consturction drawings and City of Midland standards and specifications, including all embedment, base, securing of junction box to fiberglass manhole riser, forms, reinforcement, placement, necessary testing, and appurtenances. Measurement and payment to be made per each junctior box installed.

SD3 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Reinforced Concrete Headwall per the construction drawings and City of Midland standards and specifications, including all forms, reinforcment, placement, sealing, finishing, and appurtenances. Measurement and payment to be made per each concrete headwall installed.

SD4 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Headwall Safety End Treatment per the construction drawings and City of Midland standards and specifications, including all forms, reinforcment, placement, sealing, finishing, and appurtenances. Measurement and payment to be made per each headwall safety end treatment installed.

SD5 Includes the necessary equipment, labor, materials, and incidentals to Connect to Existing Storm Drain per the construction drawings and City of Midland standards and specifications, including all coring, grouting, sealing, repairs, and appurtenances. Measurement and payment to be made per each connection made.

SD6 Includes the necessary equipment, labor, materials, and incidentals for Open Trenching of Storm Drain 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 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.

P3 Includes the necessary equipment, labor, materials, and incidentals for application of Bituminous Prime Coat (MC-30, 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.

P4 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.

P5 Includes the necessary equipment, labor, materials, and incidentals for Unclassified Excavation per the construction drawings and City of Midland standards and specifications including all existing pavement and sub-structure removal, unclassified excavation, material removal, and appurtenances. Measurment and payment to be per cubic yard of material removed.

P6 Includes the necessary equipment, labor, materials, and incidentals for placement of Unclassified Embankment per the construction drawings and City of Midland standards and specifications, including all sprinkling, rolling, correction of soft spots, grading, sloping, compaction, and appurtenances. Measurement and payment to be made per each cubic yard placed.

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 Solomon Lane Water Bond Project.

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

Solomon Lane Water Bond Project No. BPU 19-05

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 **12th** day of **January**, A.D. 20**22**.

Attest:

TEC Excavation, Inc.
(Principal)

By: _____ 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) INCORPORATED -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 12th day of January , 2022.

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

PACKET
5.78
January 25, 2022

CONTRACT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

THIS CONTRACT, made and entered into this 26th day of January, 20 22, 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 TX, 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: Solomon Lane Water Bond Project 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 180 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: $1,693,185.00 .

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 Sections 2271.002 and 2274.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Contract, Contractor hereby verifies:

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

To the extent that the Anti-Boycott Statutes do not apply to this Contract, such verification is not required, and 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 January 2022

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 _____Solomon Lane Water Bond Project_____ , 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

Form Revised December 2021

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 Solomon Lane Water Bond Project, 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

Form Revised December 2021

CERTIFICATE OF PAYMENT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

Solomon Lane Water Bond Project

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 December 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.

08/07

CONCRETE CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS **1**

VALLEY GUTTERS, CENTER DRAINS AND RIP RAP **1**

1. GENERAL 1
2. MATERIALS 1
3. CONSTRUCTION METHODS 2

GENERAL *2*
CURB AND GUTTER *2*
DRIVEWAYS AND ALLEY RETURNS *3*
CONCRETE VALLEY GUTTERS, CENTER DRAINS AND DRAINWAYS *4*
SIDEWALKS *4*
CONCRETE RIP RAP *6*

4. BACKFILL AND CLEANUP 6

GENERAL *6*
CONCRETE STRUCTURES WITHIN THE PAVED AREA OF STREETS *6*
BACKFILL BEHIND CURBS AND ALONG SIDEWALKS *7*

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".

FLEXIBLE BASE, CALICHE 1
1. GENERAL 2
2. MATERIALS 2
3. CONSTRUCTION 3
4. TESTING 3

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.

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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.

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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

MIDLAND
Engineering Services

ADDENDUM #01

Project Number BPU19-05

TO ALL BIDDERS ON THE SUBJECT BID: Solomon Lane Water Bond Project

ADDENDUM #01

DATE: January 7, 2022

1. Q/A and Clarification
2. Revised Proposal
3. Revised Pay Notes
4. Non-Mandatory Pre-Bid Meeting Agenda
5. Non-Mandatory Pre-Bid Meeting Attendance

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

TEC EXCAVATION, INC.
Company Name

Twyla Clutter
Bidder Authorized Signature

1/12/22
Date

Twyla Clutter
Please Print Above Name

432-682-2619
Phone

www.MidlandTexas.gov
Engineering ▪ 300 N. Loraine, Midland TX 79701 ▪ 432-685-7286

Solomon Lane Water Bond Project
Project Number BPU19-05

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: The Proposal and Pay Notes sections of the Bid Packet have been revised. The revisions include the addition of a paving bid item and corresponding pay note for 6" Concrete Pavement Repair. The revised Proposal and Pay Notes sections are attached to this Addendum 01. Bidders are to remove all previous versions of the Proposal and Pay Notes sections in their entirety from the original bid documents and replace them with the attached Proposal and Pay Notes section revisions.

Clarification: 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 also equivalent to or a higher class than either a Wastewater D license or an active 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 will be rejected as a non-responsive bid. If a Contractor allows either or both 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 their active licenses before resuming work or to end the project immediately.

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 is responsible for all construction staking during this project.

Clarification: Contractor is responsible for all traffic control during this project. Contractor will be responsible for submitting traffic control plans to the City of Midland for review and approval. Contractor must notify property owners at least two (2) business days in advance prior to any planned access interruption.

Clarification: All invoice submittals are to be itemized and are to match the Proposal item listed.

Clarification: Utility covers matching City Details are now available. All utility covers and cover patterns are to match the City standard details.

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: Contractor is responsible for notifying all adjacent properties of any planned service interruptions in accordance with the Bid Packet's Special Provisions section. 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 in accordance with the Bid Packet's Special Provisions section, 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.

Special consideration is to be given to access on the Lazywood Lane and Weeping Willow Lane cul-de-sacs as per the direction provided in the Special Provisions section of the bid packet, part 9. PROPERTY AND RIGHT-OF-WAY ACCESS.

Special consideration is to be given to the gated community on the west side of the 'A' Street intersection. This subdivision does not have a second point of ingress/egress for vehicle traffic, and so access to the gated entrance at 'A' Street must be maintained at all times.

Clarification: The entrances to Lazywood Lane and Weeping Willow Lane are relatively narrow compared to typical City streets and flanked by decorative brick columns on either side of the existing pavement. The water main to be installed at Weeping Willow Lane in particular will be located fairly close to the eastern existing brick column at the cul-de-sac entrance. The Contractor is to take care not to damage the existing brick columns, and will have sole responsibility for any repairs needed due to damage during construction.

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: Saw-cutting is considered subsidiary to the bid items listed in the Proposal.

Clarification: Connecting service laterals to existing water meters and boxes is considered subsidiary to the bid items listed in the Proposal.

Clarification: The Contractor is also reminded to verify all existing conditions before starting demolition, excavation, or construction activities.

Clarification: Due to the unusual and volatile nature of the supply market at the time of this project's bid, the City will pay for material delivery for specific bid items rather than only for work performed if ordering the material needed up-front will help bidders to achieve better pricing. Contractors must ensure that any material ordered is properly stored, and material that is found to be damaged or defective, including due to improper storage or exposure, will be rejected and must be replaced prior to installation at no additional cost to the City. This will apply to bid items listed in the Bid Packet's Special Provisions section under 4. PAYMENT. All other bid items, including items for demolition and paving, will be paid as per the City's normal policy based upon material installed, and not based upon material delivered.

Question: No concrete quantities for pavement repair?
Answer: A bid item and corresponding pay note for 6" Concrete Pavement Repair have been added to the revised Proposal and Pay Notes included with this Addendum 01.

Question: What about traffic control? Will there be additional traffic control required, especially when closing Solomon Lane next to Big Spring Street? Will we have to put anything in the TxDOT ROW?
Answer: Residents must be allowed to access their properties throughout this project. Full closures of portions of Solomon Lane will be allowed in the interests of helping the project construction to proceed more quickly, however when such closures occurs there should not be pauses in construction activity, especially not for days at a time, otherwise the full closure needs to be ended and the road reopened until work can proceed once more. When Solomon Lane has a full closure on the east and west ends near Big Spring Street and 'A' Street, additional traffic controls will be required in both Bid Spring Street and 'A' Street to control traffic that might attempt to access Solomon Lane, including but not necessarily limited to barricades in the center left turn lane of both of these intersections. Additionally, at least one north bound and one south bound travel lane must be maintained at all times on 'A' Street even if it means the utility work across the intersection has to be installed in phases.

Question: Do the franchise utilities know that this project is coming? Will the pipeline owners allow us to cross them? Will we be required to bore under pipeline crossings?
Answer: The franchise utilities have been notified a number of times during the course of this project's design that the work on Solomon Lane would be taking place. The City has adjusted the design when needed to avoid conflicts, and indicated on the plan set when franchise utilities would need to adjust their infrastructure out of the way instead and where the preferred locations for those adjustments would be. Solomon Lane is in public Right-of-Way, so the City has full authority to operate and run public infrastructure through this Right-of-Way as needed, including across private oil, gas, and other product lines. When such crossings are made, the City's design includes separation and other measures that meet typical standards and requirements, such as seen by the encasement of the water main and 2.0' vertical separation in the area of Station 13+00 where several product lines are being crossed by the project's

water main in series. It is expected that this project will be installed by open trenching throughout, included at all franchise and product line crossings. The franchise and private pipeline owners, especially for product lines, may require that one of their representatives be on site when the actual work to cross their line is taking place, and the Contractor will be responsible for coordinating this with both the franchise and private pipeline owners and the City's Inspector.

Question: Seed mix provided doesn't match all lawns along project area.

Answer: The seed mix used at the Midland Draw storm drain channel crossing areas that are to be vegetated will be as described in the original construction drawing set. The seed mix used adjacent to property lawns will be as follows:

Winter Mix (October – February)

Seed Type:	Sahara Bermuda Grass (Un-Hulled) Cynodon Dactylon
Min. % Pure Live Seed Required:	85%
Pounds Pure Live Seed Required Per Acre:	65 LBS / ACRE

Seed Type:	Perennial Rye Grass Pinnacle 2
Min. % Pure Live Seed Required:	85%
Pounds Pure Live Seed Required Per Acre:	65 LBS / ACRE

Summer Mix (March – September)

Seed Type:	Sahara Bermuda Grass (Hulled) Cynodon Dactylon
Min. % Pure Live Seed Required:	85%
Pounds Pure Live Seed Required Per Acre:	65 LBS / ACRE

Note that % Pure Live Seed = % Purity x % Germination.

Weed seed is not to exceed 10% by weight of total pure live seed and other material in the mixture. Johnson grass, nut grass, or other noxious weed seed is not allowed.

Watering requirements are the same for all vegetation, and will remain as directed in the original construction drawing set. All watering will be covered under the Proposal section bid item for Spray Watering.

There will be no separate bid items for the different seed mixtures used. All seed mixture placement will be covered under the Proposal section bid item for Seeding & Stabilization.

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: Solomon Lane Water Bond Project **Project Number: BPU19-05**

Base Bid: Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	6 MO	Mobilization, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per month. (Pay Note M1)	$_____	$_____
2)	100 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)	6 MO	Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per month. (Pay Note M3)	$_____	$_____
4)	6 MO	Traffic Control, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per month. (Pay Note M4)	$_____	$_____
5)	6 MO	Job Site Safety, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per month. (Pay Note M5)	$_____	$_____

Base Bid: Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
6)	360 SY	Seeding & Stabilization, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note M6)	$_____	$_____
7)	1 LS	Spray Watering, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per lump sum. (Pay Note M7)	$_____	$_____
8)	N/A	Material Mark-up, complete and in place, for the sum of: _____percent. (Pay Note M8)	%_____	$_N/A_____
9)	N/A	Labor Mark-up (Regular Work Hours), complete and in place, for the sum of: _____percent. (Pay Note M9)	%_____	$_N/A_____
10)	N/A	Equipment Rental Mark-up (Non-Standard Equipment Only), complete and in place, for the sum of: _____percent. (Pay Note M10)	%_____	$_N/A_____
Total Miscellaneous Items 1-10		$_____		

Base Bid: Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	170 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)	64 LF	Removal & Disposal of Existing Storm Drain, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note D1)	$_____	$_____
3)	160 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)	$_____	$_____
4)	5 EA	Removal & Disposal of Existing Fire Hydrant Assembly, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note D3)	$_____	$_____
5)	2720 SY	Removal & Dispose of Existing Unclassified Pavement, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D4)	$_____	$_____
6)	180 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)	$_____	$_____
7)	1 EA	Removal & Disposal of Existing Concrete Headwall, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note D6)	$_____	$_____

Base Bid: Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
8)	1 EA	Removal & Disposal of Existing Storm Drain Catch Basin, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note D7)	$_____	$_____
9)	20 LF	Removal & Disposal of Existing Guard Rail, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note D8)	$_____	$_____
Total Demolition Items 1-9		$_____		

Base Bid: Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	80 LF	16" 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)	5100 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)	$_____	$_____
3)	180 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)	$_____	$_____
4)	880 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)	$_____	$_____
5)	1 EA	16" Gate Valve & Vault (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W2)	$_____	$_____
6)	14 EA	12" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W3)	$_____	$_____
7)	3 EA	8" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W3)	$_____	$_____

Base Bid: Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
8)	18 EA	6" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W3)	$_____	$_____
9)	3 EA	12" Air Relief Valve & Vault (Water Main), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W4)	$_____	$_____
10)	14 EA	Fire Hydrant Assembly, (≤ 5' Water Main Bury Depth), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W5)	$_____	$_____
11)	3 VF	Fire Hydrant Riser, (> 5' Water Main Bury Depth), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per vertical foot. (Pay Note W6)	$_____	$_____
12)	2.75 TON	Ductile Iron Fittings, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per ton. (Pay Note W7)	$_____	$_____
13)	1 EA	Dresser Coupling, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W8)	$_____	$_____

Base Bid: Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
14)	33 EA	12”x1” Tapping Saddle furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W9)	$_____	$_____
15)	5 EA	6”x1” Tapping Saddle furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W9)	$_____	$_____
16)	38 EA	1” Water Service Connection, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W10)	$_____	$_____
17)	1580 LF	1” Water Service Lateral, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note W11)	$_____	$_____
18)	6240 LF	Open Trenching of Water Main, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note W12)	$_____	$_____
Total Water Items 1-18		$_____		

Base Bid: Storm Drain Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	64 LF	36" Reinforced Concrete Pipe (RCP), Storm Drain, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note SD1)	$_____	$_____
2)	1 EA	4' x 4' x 6.5' Reinforced Concrete Junction Box & Grate, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note SD2)	$_____	$_____
3)	1 EA	Reinforced Concrete Headwall, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note SD3)	$_____	$_____
4)	1 EA	Headwall Safety End Treatment, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note SD4)	$_____	$_____
5)	1 EA	Connect to Existing Storm Drain, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note SD5)	$_____	$_____
6)	86 LF	Open Trenching of Storm Drain, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note SD6)	$_____	$_____
Total Miscellaneous Items 1-6		$_____		

Base Bid: Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	50 SY	6" Concrete Pavement Repair, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P1)	$_____	$_____
2)	180 LF	Concrete Curb & Gutter Repair, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P2)	$_____	$_____
3)	2750 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 P3)	$_____	$_____
4)	550 GAL	Bituminous Prime Coat (MC-30, 0.20 Gal / SY), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per gallon. (Pay Note P4)	$_____	$_____
5)	2720 SY	Flowable Fill / 2-Sack Backfill, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P5)	$_____	$_____
6)	8.0 CY	Unclassified Excavation (Daylighting), complete and in place, for the sum of: _____dollars and _____cents per cubic yard. (Pay Note P6)	$_____	$_____
7)	10.0 CY	Unclassified Embankment (Density Controlled), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per cubic yard. (Pay Note P7)	$_____	$_____
Total Paving Items 1-7		$_____		

Bid Price For:	
1. Miscellaneous Items	$_____
2. Demolition Items	$_____
3. Water Items	$_____
4. Storm Drain Items	$_____
5. 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 _180_ calendar days after receipt of notice to proceed.

PUBLIC INFORMATION

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

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

Solomon Lane Water Bond Project

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	Traffic Control	M4
5	Job Site Safety	M5
6	Seeding & Stabilization	M6
7	Spray Watering	M7
8	Material Mark-up	M8
9	Labor Mark-up (Regular Work Hours)	M9
10	Equipment Rental Mark-up (Non-Standard Equipment Only)	M10
Demolition Items		
1	Removal & Disposal of Existing Water Main	D1
2	Removal & Disposal of Existing Storm Drain	D1
3	Flowable Fill for Existing Pipes Abandoned In Place	D2
4	Removal & Disposal of Existing Fire Hydrant Assembly	D3
5	Removal & Disposal of Existing Unclassified Pavement	D4
6	Removal & Disposal of Existing Concrete Curb & Gutter	D5
7	Removal & Disposal of Existing Concrete Headwall	D6
8	Removal & Disposal of Existing Storm Drain Catch Basin	D7
9	Removal & Disposal of Existing Guard Rail	D8
Water Items		
1	16" AWWA C-900 DR18, PVC, Water Main	W1
2	12" AWWA C-900 DR18, PVC, Water Main	W1
3	8" AWWA C-900 DR18, PVC, Water Main	W1
4	6" AWWA C-900 DR18, PVC, Water Main	W1
5	16" Gate Valve & Vault (MJxMJ/FL)	W2
6	12" Gate Valve & Box (MJxMJ/FL)	W3
7	8" Gate Valve & Box (MJxMJ/FL)	W3
8	6" Gate Valve & Box (MJxMJ/FL)	W3
9	12" Air Relief Valve & Vault (Water Main)	W4
10	Fire Hydrant Assembly (≤ 5' Water Main Bury Depth)	W5
11	Fire Hydrant Riser (> 5' Water Main Bury Depth)	W6
12	Ductile Iron Fittings	W7
13	Dresser Coupling	W8
14	12"x1" Tapping Saddle	W9
15	6"x1" Tapping Saddle	W9
16	1" Water Service Connection	W10
17	1" Water Service Lateral	W11
18	Open Trenching of Water Main	W12

Storm Drain Items

1	36" Reinforced Concrete Pipe (RCP), Storm Drain	SD1
2	4' x 4' x 6.5' Reinforced Concrete Junction Box & Grate	SD2
3	Reinforced Concrete Headwall	SD3
4	Headwall Safety End Treatment	SD4
5	Connect to Existing Storm Drain	SD5
6	Open Trenching of Storm Drain	SD6

Paving Items

1	6" Concrete Pavement Repair	P1
2	Concrete Curb & Gutter Repair	P2
3	2" Type D HMAC Asphalt Pavement Repair (PG70-22)	P3
4	Bituminous Prime Coat (MC-30, 0.20 Gal / SY)	P4
5	Flowable Fill / 2-Sack Backfill	P5
6	Unclassified Daylight Excavation	P6
7	Unclassified Embankment (Density Controlled)	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 and maintain 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 and maintain the Traffic Control per the approved Traffic Control Plan. Any required traffic control devices are to meet the City of Midland Traffic Division Standards. Measurement and payment to be made per month.

M5 Includes the necessary equipment, labor, materials, and incidentals to implement and maintain 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.

M6 Includes the necessary equipment, labor, materials, and incidentals for Seeding & Stabilization per the construction drawings and City of Midland standards and specifications, including all removal, storage, and replacement of existing topsoil as well as all seeding and appurtenances. Watering is addressed in a separate pay note. Measurement and payment to be made per square yard measured along the ground surface.

M7 Includes the necessary equipment, labor, materials, and incidentals for Spray Watering per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per lump sum.

M8 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.

M9 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.

M10 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 Headwall per the construction drawings and City of Midland standards and specifications, including all gates, attachments, and appurtenances. Measurement and payment to be made per each structure removed.

D7 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Storm Drain Catch Basin per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per each structure removed.

D8 Includes the necessary equipment, labor, materials, and incidentals to Remove & Dispose of Existing Guard Rail per the construction drawings and City of Midland standards and specifications, including removal of all gates, columns, posts, foundations, anchors, and structures as well as all excavation, backfill, cutting, and appurtenances. Measurement and payment to be made per linear foot measures along the ground surface following the guard rail centerline through all structures and appurtenances.

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 & Vault per the construction drawings and City of Midland standards and specifications, including all embedment, vault, joint restraint, thrust blocking, concrete collar, and appurtenances. Measurement and payment to be made per each valve and vault installed. Includes valves associated with tapping sleeves.

W3 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.

W4 Includes the necessary equipment, labor, materials, and incidentals for the installation of an Air Relief Valve & Vault (Water Force Main) per the construction drawings and City of Midland standards and specifications, including all embedment, wrapping, joint restraint, thrust blocking, backfill, concrete collar, and appurtenances. Measurement and payment to be made per each valve installed.

W5 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Fire Hydrant Assembly to a depth of 5' 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.

W6 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Fire Hydrant Riser (> 5' Water Main Bury Depth) per the construction drawings and City of Midland standards and specifications, including all embedment and appurtenances. Measurement and payment to be made per vertical foot of riser below a water main bury depth of 5' measured from the water main invert and rounded up to the nearest 0.5'.

W7 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.

W8 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.

W9 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.

W10 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.

W11 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.

W12 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.

SD1 Includes the necessary equipment, labor, materials, and incidentals for the installation of Storm Drains 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 structures and appurtenances.

SD2 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Reinforced Concrete Junction Box per the consturction drawings and City of Midland standards and specifications, including all embedment, base, securing of junction box to fiberglass manhole riser, forms, reinforcement, placement, necessary testing, and appurtenances. Measurement and payment to be made per each junctior box installed.

SD3 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Reinforced Concrete Headwall per the construction drawings and City of Midland standards and specifications, including all forms, reinforcment, placement, sealing, finishing, and appurtenances. Measurement and payment to be made per each concrete headwall installed.

SD4 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Headwall Safety End Treatment per the construction drawings and City of Midland standards and specifications, including all forms, reinforcment, placement, sealing, finishing, and appurtenances. Measurement and payment to be made per each headwall safety end treatment installed.

SD5 Includes the necessary equipment, labor, materials, and incidentals to Connect to Existing Storm Drain per the construction drawings and City of Midland standards and specifications, including all coring, grouting, sealing, repairs, and appurtenances. Measurement and payment to be made per each connection made.

SD6 Includes the necessary equipment, labor, materials, and incidentals for Open Trenching of Storm Drain 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 Pavement Repair per the construction drawings and City of Midland standards and specifications, including all forming, placement, jointing, fiber or rebar reinforcement, sealing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P2 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.

P3 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.

P4 Includes the necessary equipment, labor, materials, and incidentals for application of Bituminous Prime Coat (MC-30, 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.

P5 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.

P6 Includes the necessary equipment, labor, materials, and incidentals for Unclassified Excavation per the construction drawings and City of Midland standards and specifications including all existing pavement and sub-structure removal, unclassified excavation, material removal, and appurtenances. Measurment and payment to be per cubic yard of material removed.

P7 Includes the necessary equipment, labor, materials, and incidentals for placement of Unclassified Embankment per the construction drawings and City of Midland standards and specifications, including all sprinkling, rolling, correction of soft spots, grading, sloping, compaction, and appurtenances. Measurement and payment to be made per each cubic yard placed.

Solomon Lane Water Bond Project
Non-Mandatory Pre-Bid Meeting Agenda
Project No. BPU19-05
January 05, 2022

Discussion Items

1. Sign-In Sheet

2. Personnel Overview
   - Jose Ortiz – Engineering Services Director
   - Josh Ferguson – Engineering Manager – CIP, project engineer
   - Patricia Kingston – Engineering Tech, project designer
   - Bobby Wojciechowski – Capital Improvement Project Manager
   - Jesse Trejo – Construction Manager, construction management & inspections
   - Andy Navarro – Franchise Utility Coordinator
   - Jesus Perez – Project Manager
   - Carl Craigo – Utilities Director
   - Cory Moose – Assistant Utilities Director
   - Rex Swearinger – Operations Planner, utility coordination
   - Mike Pacelli – Traffic Engineer
   - Taha Sakrani – Associate Traffic Engineer
   - Troy Clabaugh – Senior Traffic Engineering Tech
   - Natalie Burgard – Administrative Assistant, document processing
   - Erika Martinez – Purchasing Manager, conduct bid process & bid opening

3. Project Overview and Scope
   - This project will include the removal, replacement, relocation, and installation of existing and proposed water and storm drain 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 the existing water infrastructure along Solomon Lane from 'A' Street to Big Spring Street and replacing the existing culvert crossing of Solomon Lane at the channel.

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, January 7, 2022 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: 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:
  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, and social distancing measures will be maintained for the health of all parties involved.

- **Bid Opening is Wednesday, January 12, 2022 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. Bidders who attend in person are encouraged to wear a mask inside City Hall.
  - 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 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.

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.
   - Invoices submittals need to be itemized and match the bid items listed in the bid packet Proposal.
   - Payment will be made for material installed, not for material delivery, for all Proposal Bid Items except those specifically listed in the Bid Packet's Special Provision section, sub-section 4. Payment.
   - 5% retainage until project completion, acceptance, and final payment.
   - 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 inspections 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 will not 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

- Bidders must provide documentation as part of the bid packet submittal proving that they possess both an active Water Operator D license and either an active Wastewater D license or an active Class 1 Collections license, and the Contractor must maintain both of these active licenses for the entirety of the project.
- Comply with all OSHA and other applicable safety requirements and regulations at all times.
- Contractor is responsible for maintaining service to adjacent lots during this project.
    - Contractor must notify affected properties at least two (2) business days prior to any planned service interruption.
- Construction staking is solely the responsibility of the Contractor.
- Construction testing is solely the responsibility of the Contractor.
- Contractor is responsible for Traffic Control for this project.
    - Contractor is responsible for maintaining access to adjacent properties at all times.
        - Special consideration is to be given to the Lazywood Lane and Weeping Willow Lane cul-de-sacs. Residents on these streets must be able to drive around the project work zone without being diverted off the existing pavement or through private driveways.
    - Contractor is directed to use steel plates or other means to enable access to adjacent properties when work is not actively occurring at an otherwise blocked point of access.
    - Contractor is responsible for coordinating with City Transportation to have any traffic control signs removed or relocated as needed by the City.
- Material stored on the project site must be properly stored and protected from damage and weathering.
    - Material and equipment storage is not permitted in the Big Spring Street Right-of-Way, the 'A' Street Right-of-Way, or in Midland Draw.
    - Material and equipment storage should avoid being placed in front of property fronting Solomon Lane when possible.
- Contractor is required to place erosion control BMPs as needed and to regularly maintain any BMPs placed. Project site is to be kept reasonably clean, and any piles of spoils, backfill material, etc. are to include sand bag BMPs or similar temporary erosion protection emplacements at all times.
- There is a one (1) calendar year warranty period on this project. This includes all infrastructure installed.

9. Additional Information, Clarifications, and Corrections
    - Bidders are directed to bid the item quantities in the Bid Packet's Proposal, not the quantities listed in the design drawings.
    - 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.

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

Pre-Bid Meeting Attendance
SOLOMON LANE WATER BOND PROJECT
BPU19-05
Date: 01-05-2022 - 3:00 PM

☑	Name *(Please Print)*	Company Name *(Please Print)*	Phone Number	Fax Number	Email
✓	Josh Ferguson	City of Midland	(432) 685-7290		jferguson@midlandtexas.gov
	Greg Boler	Boler			greg@boler.net
	EmilyWilliams	Boler			emily@boler.net
	Kylee McClendon	Boler			Kylee@Boler.net
	James Byers	SunriseLS	719 640 2430		SunriseLS@outlook.com
	PAMELA				
	BOBBY WOODCOCK	COM			
	ANDY NAVARRO	Com			

PACKET 5:286 January 25, 2022

TEC EXCAVATION, INC.

P.O. Box 80455
MIDLAND, TX 79708

PH. 432-682-2619
FAX 432-684-1151

January 12, 2022

Joshua Ferguson
City of Midland
300 N. Loraine
Midland, TX 79701

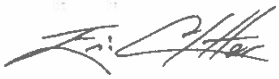
Project: Solomon Lane Water Bond Project

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.



City Council Meeting

Item Number: 6

Meeting Date: January 25, 2022

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **Motion authorizing the execution of a change order with Garney Construction regarding the Midland NE Water Systems Improvements-Pump Station, Transmission and Distribution Pipelines (Packet A); said change order to be in the amount of $2,919,785.11 and to provide for certain utility improvements for Pump Station for the Utilities Department; and appropriating funds from the Road/Utility Bond Fund therefore (DISTRICT 1) (GENERAL SERVICES)**

Purpose:

Motion authorizing the execution of a change order with Garney Construction regarding the Midland NE Water Systems Improvements-Pump Station, Transmission and Distribution Pipelines (Packet A); said change order to be in the amount of $2,919,785.11 and to provide for certain utility improvements for Pump Station for the Utilities Department; and appropriating funds from the Road/Utility Bond Fund therefore.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds will be transferred and appropriated from the following sources: $1,277,151 from the Street Improvement (095) unappropriated fund balance, $1,250,000 from ARPA funds, and the remaining $392,635 from the Road Bond Projects CIP, Fund 120.

Discussion:

Resolution 2020-208 authorized the construction of the Midland NE Water Systems Improvements-Pump Station, Transmission and Distribution Pipelines (Packet A) to Garney Construction in the amount of $22,063,309.00. Staff recommends adding $2,919,785.11 to the

Midland NE Water Systems Improvements-Pump Station, Transmission and Distribution Pipelines (Packet A) Project for additional mill and inlay work on Midland Drive from Green Tree Blvd to Crestgate Avenue. Please see the attached supporting memo from Carl Craigo, Utilities Director, for additional information.

Therefore, please consider a motion authorizing the execution of a change order with Garney Construction regarding the Midland NE Water Systems Improvements-Pump Station, Transmission and Distribution Pipelines (Packet A); said change order to be in the amount of $2,919,785.11 bringing the total contract amount to $24,983,094.11.

Tina Zaug

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Munoz Martinez, Purchasing Manager

FROM: Carl Craigo, PE, Utilities Director

SUBJECT: A motion authorizing the execution of Change Order Number 3 with Garney Construction regarding the Northeast water system improvement to provide for full width mill and inlay of Midland Dr.

DATE: Jan 25, 2022

The Northeast water system improvement project involves, in part, constructing a water main in Midland Dr. from Greentree Blvd. to just south of Bluebird Ave. The initial design of the project started three years ago (Resolution 2018-501) and at that time Midland Drives' pavement condition was considered acceptable and the water line project could commence with the contractor strip paving the section of pavement over the new water line. Since the initial design Midland faced and extremely harsh patch of winter in Feb of 2021 just before construction of the water line. The combination of the stress caused by the substantial freeze and followed almost immediately by the water line construction, the pavement of Midland Dr. eroded quickly. This change order is to mill and inlay 5" of asphalt on Midland Dr. from Green Tree Blvd to Crestgate Ave.

The construction cost for change order three proposed is $2,669,785.11 with a contingency of $250,000 for a total cost of $2,919,785.11 . This will be paid for with funds from Unallocated ARPA Funds, reallocated saving from ARPA funds from the Industrial Ave. project, and engineering and utilities bond funds.

1031 Andrews HWY, Ste. 304C, Midland, TX, 79701
Phone: 816.741.4600
www.garney.com

City of Midland
300 N. Loraine St
Midland, Texas, 79701

12/31/2021

Attn: Carl Craigo

Re: Midland – Northeast Water System Improvements Project – North Midland Drive Full Width Paving

Dear Mr. Craigo,

Garney has evaluated your request for the revised pricing for the Full Width Paving of North Midland Drive. Please see the below Change Order Proposal Pricing:

Bid Item 7: Furnish and Install Full Width Asphalt Pavement Replacement (North Midland Drive - Greentree Boulevard to Crestgate Avenue)

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
Mill 5-Inch & Haul Off from Greentree Blvd to Crestgate Ave	69,333.3	SY	$ 9.50	$ 658,666.67
Furnish & Install 3" Type C	69,333.3	SY	$ 22.55	$ 1,563,466.67
Furnish & Install 2" Type D	69,333.3	SY	$ 13.50	$ 936,000.00
Manhole Adjustments (Anticipated Quantity - Owner to Verify)	43.0	EA	$ 3,000.00	$ 129,000.00
Valve Adjustments (Anticipated Quantity - Owner to Verify)	15.0	EA	$ 575.00	$ 8,625.00
Replace Broken Spandrel & 8' of Valley Gutter at Wood Drive	1.0	LS	$ 6,950.00	$ 6,950.00
Striping to Match Existing	1.0	LS	$ 45,000.00	$ 45,000.00
Install Concrete Approach at Fire Station	213.0	SY	$ 155.29	$ 33,076.77
Deduction - Furnish and Install Asphalt Trench Pavement Replacement (North Midland Drive)	-9,000.0	LF	$ 79.00	$ (711,000.00)

Total Costs of North Midland Drive Full Width Paving Repairs	**$ 2,669,785.11**

This includes asphalt crew and equipment mobilization, 5" of milling, milling haul off, tack coating, 3" of Type C HMAC placement, 2" of Type D HMAC placement, striping to match existing, increased traffic control and additional concrete work priced per the Owner's Request.

- *All Quantities are Estimated Values and are to be Confirmed by the Owner & Engineer.*
- *Does not Include Manhole Adjustments of Manholes that belong to Owner's Other than City of Midland*
- *If Needed – Additional Fill Material will be Furnished & Installed at $40.00/CY*
- *Pricing Includes Full Length (Greentree Boulevard to Crestgate Avenue) Traffic Shutdowns with 2 Way Traffic Remaining Open at All Times.*

This proposal represents the direct cost of the referenced work only. If additional work is required as a result of this change due to circumstances outside of Garney's control, this will be discussed and addressed under a separate cover.

Sincerely,

GARNEY COMPANIES, INC.

Taylor Kennedy

Taylor Kennedy
Project Manager

City Council Meeting

Item Number: 7

Meeting Date: January 25, 2022

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AWARDING A CONTRACT FOR THE MIDLAND T-BAR WELL FIELD REMEDIATION PLAN TO PARKHILL, SMITH & COOPER, INC., D/B/A PARKHILL FOR A TOTAL COST NOT TO EXCEED $3,500,000.00 AND APPROPRIATING FUNDS (DISTRICT: NONE) (GENERAL SERVICES)

Purpose:

Resolution authorizing the execution of a contract the Midland T-Bar Wellfield Remediation Plan as approved by the Texas Railroad Commission.

Recommended City Council Action:

Approve

Fiscal Impact:

$3.5 million will be appropriated from the Water and Sewer fund (300) and appropriated to a project in the Water & Sewer Capital Projects Fund (305).

Discussion:

Motion 086-2021 approved the advertise a request for proposals for an operator for services associated with the remediation of T-Bar Wellfield remediation plan. Nine-six (96) requests were issued. We received two (2) proposals. Staff recommends awarding a contract for the Midland T-Bar Wellfield Remediation Plan as approved by the Texas Railroad Commission to Parkhill Smith and Cooper Services dba Parkhill of Lubbock, Texas. Please see the attached memo from Carl Craigo, Utilities Director, for additional information.

Therefore, please consider a resolution awarding a contract for the Midland T-Bar Wellfield Remediation Plan as approved by the Texas Railroad Commission to Parkhill Smith and Cooper Services dba Parkhill of Lubbock, Texas for a total amount of $3,500,000.00 and appropriating funds therefore.

Tina Daugherty

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Munoz Martinez, Purchasing Manager

FROM: Carl Craigo, PE, Utilities Director

SUBJECT: Consider a Resolution approving a professional services agreement PSC Services to implement the T-Bar remediation plan.

DATE: January 25, 2022

Utilities advertised for proposals for the remediation of the T-Bar well field plan as approved by the Texas Railroad Commission in August 2021 (Motion 086-2021). Two proposals were accepted and PSC services was deemed, by committee, to be in the best interest of the City of Midland. The estimated cost of implementing the RRC plan would be $9,636,495. PSC Services proposal includes the ability to sell the remediated water that would offset this cost. To be able to sell the water a phase one has been developed. Phase one will have three recovery wells installed, remediated water main constructed, 500k barrel remediation water pit built and electrical improvements.

Utilities is requesting approving the contract with PSC Services and appropriation $3.5 million from Utilities unallocated funds to perform the engineering and installation of phase one.

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE MIDLAND T-BAR WELL FIELD REMEDIATION PLAN TO PARKHILL, SMITH & COOPER, INC., D/B/A PARKHILL FOR A TOTAL COST NOT TO EXCEED $3,500,000.00 AND APPROPRIATING FUNDS

WHEREAS, Resolution 086-2021 authorized the issuance of a request for proposals for an operator for services associated with the T-Bar Well Field Remediation Plan; and

WHEREAS, the most advantageous proposal was submitted by Parkhill, Smith & Cooper, Inc., d/b/a Parkhill ("Parkhill"); and

WHEREAS, the City Council finds the amount proposed by Parkhill to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to award a contract to Parkhill to provide said services associated with the T-Bar Well Field Remediation Plan;

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 Parkhill to provide said data network and internet service for a total cost not exceed $3,500,000.00. Said contract shall be kept on file in the office of the City Secretary, referenced by the date and number of this Resolution.

SECTION TWO. That the funding amount will be appropriated form the Water and Sewer Fund (300) and appropriated to a project in the Water and Sewer Capital Projects Fund (305).

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Parkhill from funds available in Fund 305 upon receipt of proper invoices or statements approved by the City Manager.

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

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

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Carl Craigo, Utilities Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

S:\Resolutions\Purchase\2022\Contracts\Award Contract - TBar Well Field Remediation.wpd

THE CITY OF MIDLAND

CONTRACT

22001778

THIS CONTRACT, effective the 26 day of January, 2022, by and between the City of Midland, hereinafter referred to as "City", and Parkhill Smith and Cooper Services dba Parkhill, hereinafter referred to as "Company", is made for the following considerations:

1. **Cost:** Total Proposal: Not to Exceed $3,500,000.00 DOLLARS

2. **Scope of Work:** Company shall perform all work described for Midland T-Bar Well Remediation of this Contract in the following documents, attached hereto and incorporated herein by reference for all legal purposes.

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

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

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

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

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

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

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

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

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

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

8. **INDEMNITY: COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH**

MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

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

8.2. **COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.2 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 730 calendar days after release to proceed.

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

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

When the above grounds to withhold payment are removed, or COMPANY provides a surety bond

satisfactory to CITY, which will protect CITY in the amount withheld, payment may be released.

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

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

14.1. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Contract, and all terms and

requirements under said laws, by such incorporation, are made terms and requirements of this Contract, to which the parties to this Contract have agreed to be bound.

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

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

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

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

ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY-EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS CONTRACT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OR GOVERNMENTAL IMMUNITY AND SHALL SURVIVE THE TERMINATION OF THIS CONTRACT. COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE OBLIGATIONS CONTAINED IN THIS SECTION 18 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

20. **Insurance:**

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

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

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

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

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

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

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

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

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

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

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

OBLIGATIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

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

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

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

25. **Notice of Alleged Breach; Statutory Prerequisites:** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Contract) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of

COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to provide such written notification within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

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

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

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

29. To the extent that Section 2271.002 of the Texas Government Code applies to this Contract, COMPANY hereby verifies that COMPANY 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 COMPANY shall be deemed to have not made such verification.

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLYAS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §
§
COUNTY OF_____ §

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

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

_____
Notary Public, State of _____

PSC SERVICES

December 21, 2021

Mr. Carl Craigo, PE
Utilities Director
City of Midland
300 N. Loraine, Suite 520
Midland, TX 79702

RE: Proposal for Professional Design and Construction Services
T-Bar Wellfield Remediation Implementation – Phase 1
Midland, Texas

Dear Mr. Craigo:

PSC Services is pleased to have the opportunity to provide this Proposal for Design and Construction services under the Parkhill family of companies to the City of Midland for the referenced Project. PSC Services will augment internal Parkhill resources with outside teaming partners to provide a comprehensive group of experts for the successful execution of this project.

The tasks outlined below are related to the development of a recovery and transfer plan in order to remove the non-potable water from the aquifer to preserve the quality of the freshwater being produced for the City of Midland's drinking supply.

Exhibit A provides a supplemental Fee Sheet to the Compensation section herein.

Exhibit B provides a graphic of improvements in conjunction with the Railroad Commission (RRC) and hydrogeologist recommendations within the City of Midland's Request for Proposals (RFP).

SCOPE OF SERVICES

PSC Services will design and construct three non-potable recovery wells and associated appurtenances to include required electrical, access improvements, transfer piping, and water holding pond. Additionally, two test borings will be completed on the sections of land adjacent to the T-Bar Ranch, as seen in Exhibit B.

Services specifically excluded from our Scope of Services include, but are not limited to, the following:

- Archeological Investigation/Survey
- Subsurface Utility Engineering
- Operational and Maintenance Services
- Construction Materials Testing
- Easement Negotiation/Acquisition
- Resident Project Representation

Excluded Services shall be authorized in writing by the Owner. Basis of payment is to be determined at the time of authorization. The above listed services are examples and are not intended to be all-inclusive of types of special services which may be required.

DELIVERABLES

The following items have been identified as necessary design components for delivery of a complete and effective project. PSC Services will perform a preliminary analysis investigation, prepare survey components and easement descriptions (as applicable), state agency coordination and hydrogeological review, along with the development of sealed plan and specification documents required for construction. Subconsultant management services and construction administration shall also be encompassed within this Proposal.

- Task 1 – Engineering Design and Basic Services:
  - Preliminary Analysis and Investigation:
    - Phase 1 scope development and contract execution.
    - Site investigation and review of existing surface conditions.
    - GIS Incorporation and verification.
    - Flow capacity and hydraulic analysis.
    - Existing utility evaluation.
    - Route viability in conjunction with parcel maps.
    - Subconsultant management.
  - Design and State Compliance:
    - 30% design documents (plans and specifications) / QA/QC review.
    - Subcontractor review and comment period.
    - SWPPP (as applicable).
    - 90% design documents (plans and specifications) / QA/QC review.
    - City review and comment period.
    - RRC plan submittal forms.
    - Internal constructability review.
    - Finalize construction documents.
  - Construction Administration:
    - Schedule pre-construction conference(s).
    - Submittal review and approval.
    - Facilitate on-site construction progress meetings.
    - Preparation of change orders, as applicable.
    - Prepare applications for payment.
    - Conformed to construction document submittal.

- Task 2 – Survey and Easement Documents:
  - Boundary/alignment survey for project limits and existing improvements, as applicable.
  - Derive same control, as applicable, to existing City files.
  - Establish control monuments and benchmarks throughout project limits.
  - Easement description and exhibit development along project limits, as applicable.

- Task 3 – Construction Staking:
  - Mark project alignment at 150-foot intervals or sightline, whichever is less.
  - Mark observable utilities, as applicable.
  - Reference control monuments and benchmarks, as applicable.

- Task 4 – Hydrogeological Services:
  - Coordination meetings with RRC.
  - Project planning for monitoring and reporting procedures.
  - Evaluation of existing monitoring wells and pumping test design.
  - Assess test results and develop hydraulic properties.

The following items have been identified as necessary construction components for complete and effective project completion. PSC Services and its teaming partners will develop recovery wells, test borings, caliche access/roadway system, electrical improvements, transfer piping, and water holding pond.

- Task 1 – Groundwater Wells:
  - Three recovery wells, complete and operational, as summarized within the City of Midland's RFP and Supplemental Hydrogeological Report, also shown on Exhibit B.
    - Well #5: Furnish and install 460-ft depth well at $645/VF.
    - Well #6: Furnish and install 500-ft depth well at $645/VF.
    - Well #7: Furnish and install 475-ft depth well at $645/VF.
  - Two test borings to include geophysical logging and water sampling at a single location, as shown on Exhibit B.
    - Test Boring #1: Furnish and install 600-ft depth bore at $28/VF.
    - Test Boring #1: Water Sampling at $2,500/EA.
    - Test Boring #2: Furnish and install 600-ft depth bore at $28/VF.

- Task 2 – Caliche Access System:
  - Roadway system to connect proposed recovery wells to existing access points, as shown on Exhibit B. Caliche shall be furnished by Owner.
    - Well #5: Furnish and install a total of 750-square yards of roadway at $25/SY.
    - Well #6: Furnish and install a total of 450-square yards of roadway at $25/SY.
    - Well #7: Furnish and install a total of 1,200-square yards of roadway at $25/SY.
  - Pad work to support drilling activities within proposed well limits. Caliche shall be furnished by Owner.
    - Wells #5-7: Furnish and install a total of 1,800-square yards of pad work at$25/SY.

- Task 3 – Electrical Improvements:
  - Primary electrical distribution and required appurtenances to recovery wells, utilizing T-Bar's existing infrastructure.
    - Wells #5-7: Furnish and install 2.75-miles of electrical improvements at $85,000/Mile.
  - Primary electrical distribution and required appurtenances to water storage pond, utilizing T-Bar's existing infrastructure.
    - Water storage: Furnish and install 3.0-miles of electrical improvements at $85,000/Mile

- Task 4 – Transfer Piping:
  - Collection Piping to Transfer Well Production Water to Transmission Main, as shown on Exhibit B.
    - Well #5: Furnish and install 800-linear feet of collection piping at $18/LF
    - Well #6: Furnish and install 1,250-linear feet of collection piping at $18/LF

- Well #7: Furnish and install 400-linear feet of collection piping at $18/LF
- Transmission piping to deliver well production water to water holding pond, as shown on Exhibit B.
  - Water storage: Furnish and install 16,500-linear feet of transmission piping at $24/LF

Task 5 – Water Holding Pond:
- Water holding pond, complete with lining and security fencing, as shown on Exhibit B.
  - Water Storage: Furnish and install 750,000-barrel pond system at $0.85/Barrel.
- Service piping and valves for intake/outtake manifold system.
  - Piping and valves: Furnish and install system at $75,000/LS.

OWNER'S SERVICES

Coordination of site visits at appropriate times throughout the project.
Design documents review.
Facilitate meeting site for project related conferences, as applicable.
Process Engineering and construction pay-application requests.

SCHEDULE

Engineering design and construction services, including survey, will initiate after notification from Owner and conclude no later than 180 business days from commencement date.

COMPENSATION

Our proposed fee for Scope of Services described above is **$3,496,344.00.** Owner shall deliver compensation on either a lump sum or unit price basis in accordance with the fee summary below. All construction services include a 10% markup. Invoices will be submitted monthly by the Engineer, in a format acceptable to Owner, based upon the percentage of work completed to date. The Engineer shall not exceed the stated fee without prior written consent from the Owner.

Professional Design Services:
- Task 1: Engineering Design and Basic Services
  - Preliminary Analysis and Investigation.....$25,000.00
  - Design and City Compliance.....$175,000.00
  - Construction Administration.....$50,000.00
- Task 2: Survey and Easement Documents.....$45,000.00
- Task 3: Construction Staking.....$7,500.00
- Task 4: Hydrogeological Consultant.....$115,016.00

Proposed Lump Sum Fee: $417,516.00

Construction Services:
- Task 1: Groundwater Wells
  - Three recovery wells.....$1,018,133.00
  - Two test borings and sampling.....$39,710.00
- Task 2: Caliche Access System

  Roadway system.....$66,000.00

- Pad work $49,500.00
- Task 3: Electrical Improvements
  - Recovery wells $257,125.00
  - Pad work $280,500.00
- Task 4: Transfer Piping
  - Collection system $48,510.00
  - Transmission system $435,600.00
- Task 5: Water Holding Pond
  - Storage system $701,250.00
  - Pad work $82,500.00
- Task 6: Contingency $100,000.00

Proposed Unit Price Fee: $3,078,828.00

We appreciate the opportunity to provide professional design and construction services to you and look forward to the successful completion of your project. If you have any questions, please do not hesitate to contact me at 432.681.6149 or by email at jedwards@parkhill.com.

Sincerely,

PSC SERVICES

By: _____
Jay M. Edwards, PE
President

JME/kg
Enclosures

cc: Cory Moose, City of Midland
Ryan Kennerly, Parkhill

EXHIBIT A

Parkhill

Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date:	November 21, 2021
Prepared By:	RSK
Principal:	RSK
Project Manager:	TBD
Project Name:	T-Bar Wellfield Remediation
Project Number:	TBD
Task/Discipline:	DB
Projected Start Date:	TBD
Fee (Revenue) Type:	Other - SEE CONTRACT
Markup on Direct Expenses:	
Markup on Reimbursables:	10.00%

Fee Costs Summary

(Profit and Markup Included in Total Fee)

Labor Cost:	$300,392
Direct Consultants:	$100,000
Direct Expenses:	
Reimburable Consultants:	$2,812,585
Reimbursable Expenses:	$1,917
Total Fee:	**$3,496,344**

Fee Summary

(OH and Profit in Labor, Markup included in Directs and Reimbursables)

Labor:	$300,392
Directs:	$100,000
Subtotal:	$400,392
Reimburables:	$3,095,952
Total Fee:	**$3,496,344**

Labor Costs **Project:** T-Bar Wellfield Remediation **Project Number:** TBD **Task/Discipline:** DB **Current Fee:** $3,496,344

		1	2	3	4	5	6	7	8	
Category		CivilEngineers	CivilEngineers	CivilEngineers	CivilEngineers	OtherProfessionals	Surveyors	OtherProfessionals	SupportEmployees	
Staff Title - Level		Senior Project Manager Civil-PL7	Senior Project Manager Civil-PL6	Professional Civil Engineer-PL5	Civil Project Engineer-PL4	Other Professional-PL4	Surveyor-PL6	RPR-PL5	Support Staff-SS5	
Hourly/Billing Rate		$341.00	$286.00	$265.00	$220.00	$167.00	$208.00	$185.00	$123.00	
Resource (Employee) Name (Blank if not known)		AZE	RSK	KRL	KG	JV/RP	SW	CS	KG	
Task/Discipline **Subtask/Phase**	**Trips**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Total**
PRELIMINARY ANALYSIS & INVESTIGATION										
Phase 1 Scope Development		1	2	4	4	2			2	15
Site Investigation & Review of Conditions	1		2	4		2				8
GIS Incorporation & Verification			2	4	4					10
Flow Capacity & Hydraulic Analysis			2		4					6
Existing Utility Evaluation			2	4						6
Route Viability in Conjuntion with Parcels			2	4	4					10
Subconsultant Management			2	4						6
DESIGN & CITY COMPLIANCE										
30% Design Documents (P&S) / QA/QC Review	1	4	24	12	12	120			16	
Subcontractor Review & Comment Period			24	12	12	40			10	
SWPP			12	8	8	40			10	78
90% Design Documents (P&S) / QA/QC Review	1	4	24	12	12	60			4	116
City Review & Comment Period	1		12	12	12	40			4	80
RRC Plan Submittal Forms			12	16	12	40			4	84
Internal Constructability Review			12	12	10	40			8	82
Finalize Construction Documents		8	24	24	10	52			8	126
CONSTRUCTION ADMINISTRATION										
Schedule Pre-Construction Conference(s)	2	4	8	8	4	4		8	20	56
Submittal Review & Approval			8	8	8	4		8	8	44
Facilitate On-Site Construction Progress Mtgs	4	4	20	10	8	2			8	52
Preparation of Change Orders, as Applicable			8	8	8	2			8	34
Prepare Applications for Payment			8	8	12	2			8	38
Conformed to Construction Document Submittal		4	8	8	12	2			8	42
SURVEY & EASEMENT DOCUMENTS										
Boundary Survey Along Project Limits	2	2	4				120		4	130
Derive Same Control as City System							40		4	44
Establish Control Monuments & Benchmarks			4				10		4	18
Easement Description & Exhibit Development		1	4				10		4	19
CONSTRUCTION STAKING										
Mark Project Align. @ 150- Intervals	2		2				24			26
Mark Observable Utilities, as Applicable							4			4
Reference Control Monuments and Benchmarks			2				4			6

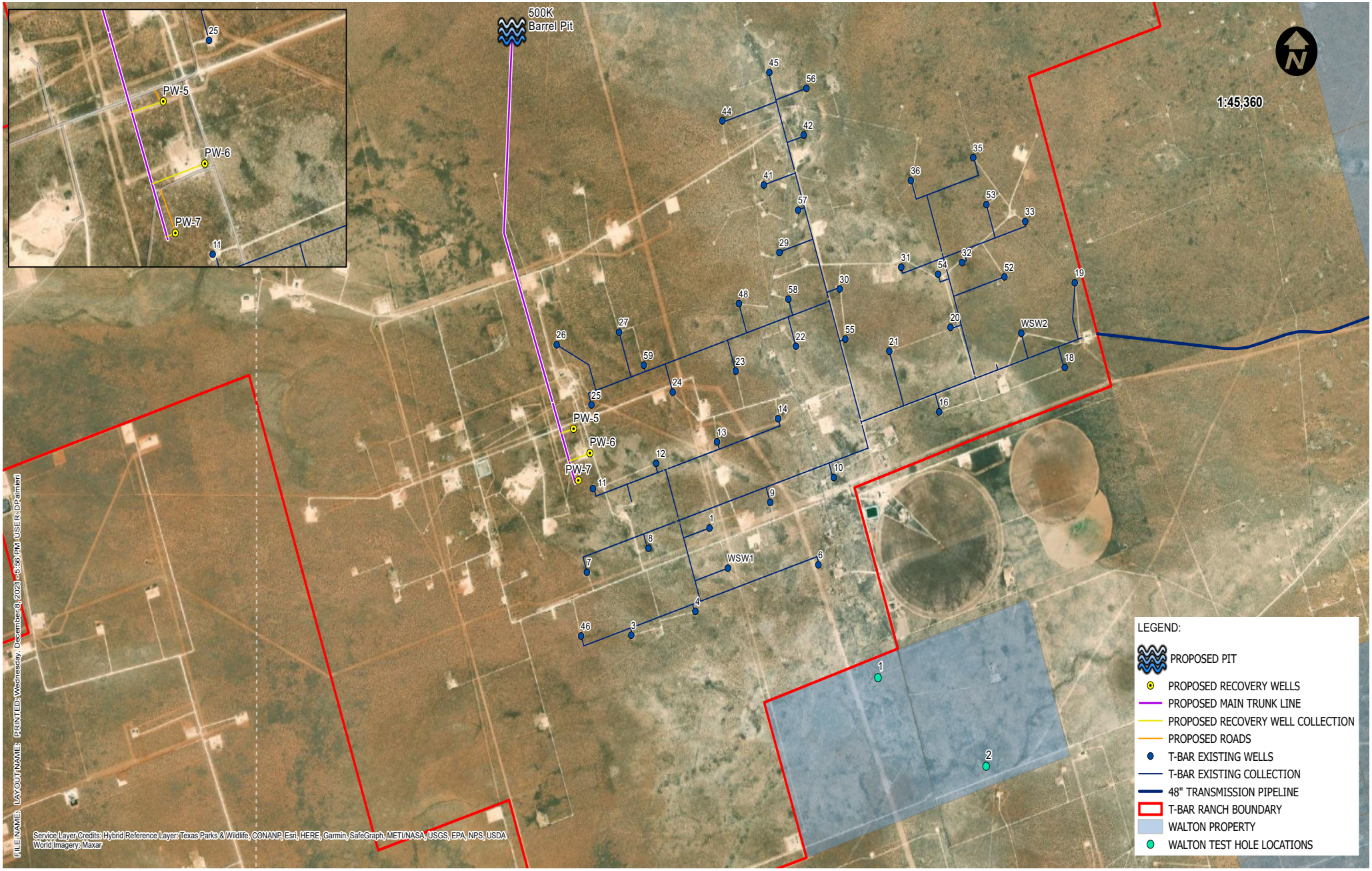
Direct Expenses Project: Project No: Task: Current Fee:

Expenses included in lump sum fee. Not billed to client.

Direct Consultant Costs	Amount
611 CONTINGENCY	$100,000
612 Mech/Elec Consultant	
613 Environ/Civil Consultant	
614 Architectural Consultant	
615 Testing Consultant (Geotech, CMT, TAB, etc.)	
616 Surveying Consultant	
617 Interior Design Consultant	
618 Other Consultant - Kitchen / Food Consultant	
618 Other Consultant - Acoustical Consultant	
618 Other Consultant - AV/ IT Consultant	
618 Other Consultant	
Total Direct Consultants	$100,000

Direct Expense Costs							
621 Travel							
Motel	Days @		Men @		/Man-day	=	
Air Travel	Air Fare @		Men @		/Man	=	
Parking	Days @		/Day			=	
Car Rental	Days @		/Day			=	
Mileage	Miles @	$0.545	@	14	Trips	=	
						Subtotal	
622 Reproductions							
Blackline Prints							
34" x 22"	Shts @		$2.50	/Sht	@	Sets =	
36" x 24"	Shts @		$2.75	/Sht	@	Sets =	
42" x 30	Shts @		$3.25	/Sht	@	Sets =	
Other	sf @		$0.55	/sf	@	Sets =	
Mounting Foam Board	Boards @		$10.00	/ea	@		
Printing:							
Set Up Fee	Originals @		$0.15	/Sht	@	Submittals =	
8-1/2" x 11" B&W	Originals @		$0.09	/Sht	@	Sets =	
8-1/2" x 11" Color	Originals @		$0.55	/Sht	@	Sets =	
11" x 17" B&W	Originals @		$0.18	/Sht	@	Sets =	
11" x 17" Color	Originals @		$1.05	/Sht	@	Sets =	
Binding Cost	Sets @		$2.00	/Set		=	
Laminating	Shts @		$2.00	/Sht		=	
Scan to file							
Burn to CD/DVD	CD/DVD @		$13.50	/each		=	
Scan Specs	Originals @		$0.15	/Sht		=	
Scan Drawings	Originals @		$1.50	/Sht		=	
						Subtotal	
623 Models/Renderings/Photos			Shots @		/Shot		
624 Telephone	Calls @		/Call				
625 Meals	Days @		Men @		/Man-day		
626 Field Supplies							
628 Postage	Mailings @		/Mailing	(Standard)			
628 Postage	Mailings @		/Mailing	(Overnight)			
629 Publications							
630 Misc Reimbursable Exp							
632 Temporary Personnel							
634 Office Supplies							
635 CADD							
636 Field Equip Rental							
639 License & Regulation Fee							
643 NM Gross Receipt Tax							
647 Computer Supplies							
						Total Direct Expenses	

Reimbursable Consultant Costs														Amount
511	HYDROGEOLOGIST													$104,560
512	WELL DRILLER													$961,675
513	ROADWAY CONTRACTOR													$105,000
514	ELECTRICAL CONTRACTOR													$488,750
515	PIPELINE CONTRACTOR													$440,100
516	WATER POND CONTRACTOR													$712,500
517														
518	Other Consultant - Kitchen / Food Consultant													
518	Other Consultant - Acoustical Consultant													
518	Other Consultant - AV/ IT Consultant													
518	Other Consultant													
													Total Reimbursable Consultants	$2,812,585
Reimbursable Expenses														
521	Travel													
	Motel			Days @			Men @		/Man-day		=			
	Air Travel			Air Fare @			Men @		/Man		=			
	Parking			Days @			/Day				=			
	Car Rental			Days @			/Day				=			
	Mileage		244.5	Miles @	$0.560		@	14	Trips		=	$1,916.88		
													Subtotal	$1,917
522	Reproductions													
	Blackline / Color Plots													
	34" x 22"			Shts @			$2.50	/Sht	@		Sets =			
	36" x 24"			Shts @			$2.75	/Sht	@		Sets =			
	42" x 30			Shts @			$3.25	/Sht	@		Sets =			
	Other			sf @			$0.55	/sf	@		Sets =			
	Mounting Foam Board			Boards @			$10.00	/ea	@					
	Printing:													
	Set Up Fee			Originals @			$0.15	/Sht	@		Submittals =			
	8-1/2" x 11" B&W			Originals @			$0.09	/Sht	@		Sets =			
	8-1/2" x 11" Color			Originals @			$0.55	/Sht	@		Sets =			
	11" x 17" B&W			Originals @			$0.18	/Sht	@		Sets =			
	11" x 17" Color			Originals @			$1.05	/Sht	@		Sets =			
	Binding Cost			Sets @			$2.00	/Set			=			
	Laminating			Shts @			$2.00	/Sht			=			
	Scan to file													
	Burn to CD/DVD			CD/DVD @			$13.50	/each			=			
	Scan Specs			Originals @			$0.15	/Sht			=			
	Scan Drawings			Originals @			$1.50	/Sht			=			
													Subtotal	
523	Models/Renderings/Photos						Shots @		/Shot					
524	Telephone			Calls @			/Call							
525	Meals			Days @			Men @		/Man-day					
526	Field Supplies													
528	Postage			Mailings @			/Mailing		(Standard)					
528	Postage			Mailings @			/Mailing		(Overnight)					
530	Misc Reimbursable Exp													
532	Temporary Personnel													
534	Office Supplies													
535	CADD													
536	Field Equip Rental													
537	Interior Design Items													
539	License & Regulation Fee													
543	NM Gross Receipt Tax													
547	Computer Supplies													
													Total Reimbrusable Expenses	$1,917



PSC SERVICES

EXHIBIT B

T-BAR REMEDIATION

7.26

January 25, 2022

Project No:	**6015.21**
Date:	**12/8/2021**
Issue:	**OPC**
Sheet:	**1 of 1**

CITY OF MIDLAND, TEXAS

TECHNICAL SPECIFICATIONS

FOR

MIDLAND T-BAR WELLFIELD REMEDIATION PLAN IMPLEMENTATION

TEXAS RAILROAD COMMISSION OPERATOR CLEANUP PROGRAM
(OCP) NO. 08-4175



6/16/2020

June 16, 2020

Enprotec / Hibbs & Todd
6310 Genoa Avenue, Suite E, Lubbock, Texas 79424
Phone: (806) 794-1100 Fax: (806) 794-0778 Website: e-ht.com
PE Firm Registration No. 1151
PG Firm Registration No. 50103
RPLS Firm Registration Nos. 10011900

TECHNICAL REQUIREMENTS

A. SCOPE OF SERVICES SUMMARY

The purpose of the RFP is to implement the City of Midland's T-Bar Wellfield Remediation Plan as approved by the Texas Railroad Commission letter dated June 14, 2019 (Appendix A). The project is expected to be completed in a phased approach. Workplans for each phase of the project will be submitted to the City of Midland for review prior to conducting any proposed activities. The project phases will include but are not limited to the following:

1) File Review/Regulatory Communications and Approvals: Texas Railroad Commission (RRC), Texas Water Development Board (TWDB) well reports database, and other local or state resources.
2) Pumping Test
3) Pilot Study
4) Groundwater Remediation Plan
5) Recovered Water Disposal

B. BACKGROUND

As noted in the May 22, 2007, letter from the City of Midland Utilities Department to the RRC (Appendix B), in 1965 the City of Midland purchased 20,229 acres of land known as the T-Bar Ranch in Winkler and Loving Counties in Texas to secure long-term water rights. The City later acquired groundwater rights to three sections of land contiguous to the T-Bar Ranch (Appendix C, Exhibit A).

Subsequent Oil and Gas related lease activities on the City land resulted in multiple releases of salt water to the subsurface. Elevated levels of total dissolved solids (TDS) and chloride in groundwater were observed. RRC file documents show sources of the contamination to be near well TH-6 (Crittendon site) and JB Tubb 1-A well (Appendix C, Exhibit B). Sampling results from RRC wells and other monitoring wells is the vicinity show an increasing trend in contaminant levels in wells between these sources areas and the City of Midland T-Bar Wellfield water supply wells.

C. GENERAL NOTES

As outlined in the above-referenced City of Midland's T-Bar Wellfield Remediation Plan (Plan) dated September 27, 2019 (Appendix D), and approved by the RRC letter dated June 14, 2019 (Appendix A), and subsequent RRC letter requesting additional information dated November 29, 2019 (Appendix E), and the City of Midland's response letter undated, but stamped received by the RRC on January 2020 (Appendix F), the cleanup goal is to pump 25,000-acre feet of groundwater to mitigate the contaminants (chloride and TDS). This is to be accomplished by pumping groundwater at the rate of 5,000-acre feet per year for five years.

The period of performance for an awarded contract is five (5) years. The Successful proposer shall perform the work under a contract defined by the City of Midland. The prices in the contract awarded under this RFP will be negotiated fixed prices for the total duration of the contract, including any and all renewals.

If during the contract term there is a change in economic conditions that result in Successful proposer's actual costs to increase more than 10% for any agreed price, Successful proposer may request a price adjustment. Such request must be sent in writing to City of Midland no later than 90 Days prior to September 30 of the current Fiscal Year. The request for a price adjustment must provide sufficient evidence of Successful proposer's actual costs in order for City of Midland to make a determination. Approval of the request shall be at City of Midland's sole reasonable discretion. If approved, revised costs will be effective October 1 of the following Fiscal Year.

For pricing criteria to be considered by the City, drilling depths on the price proposal sheet for monitoring wells and recovery wells are assumed ranges below ground surface, based on Table 1 from the above-mentioned Plan (Appendix D), and are as follows:

PROPOSED RECOVERY WELLS FOR PRICING PURPOSES		
Number	**Estimated Depth Range (feet)**	**Estimated Total Footage**
3	400-450	1,245
6	450-500	2,915
2	500-700	1,300

PROPOSED MONITORING WELLS FOR PRICING PURPOSES		
Number	**Estimated Depth Range (feet)**	**Estimated Total Footage**
2	400-450	900
4	450-500	2,000
2	500-700	1,400

The actual number of recovery wells and monitoring wells will be determined, based on the pumping test and pilot study results.

Monitoring wells shall be constructed to allow for passive sampling of discrete intervals throughout the full thickness of the alluvial aquifer. Recovery wells should be designed and installed to the full depth of the alluvial aquifer.

Payment for recovery and monitoring wells will be based on the per foot cost negotiated on the contract awarded under this RFP and the actual drilled footage incurred, based on field conditions. The actual number of recovery wells and monitoring wells will be determined, based on the pumping test and pilot study results. Any penetration of the

upper alluvial aquifer into a deeper undesirable zone will be plugged back and sealed off from the upper aquifer at no additional cost to the City.

All wells shall be constructed in accordance with the most recent version of the 16 TAC 76, ASTM D5092-16 and D5787-20, any applicable federal, state, and other guidance.

D. PUMPING TEST

1. Recovery/Pumping Well Design. Submit proposed well design including drilling, completion, development, and surveying of wells. Wells are to be drilled in accordance with Texas Department of Licensing and Regulation (TDLR) Water Well Drillers and Pump Installers rules using a licensed driller. Well reports for existing City water supply wells are included in Appendix G.
2. Pumping Test
    a. Arrange in advance for permitting and disposal of contaminated produced water from the test.
    b. Review existing data and published information.
    c. Notify City of Midland 14 days prior to the initiation of field operations. Coordinate in advance with the City of Midland well field pumping schedule to be most advantageous for the pumping test.
    d. Install a single recovery well for an aquifer pumping test. Locate in an advantageous position to be used for the permanent remediation system.
    e. Install up to 3 monitoring wells to be used as observation wells during the test. Observation wells should be located in an advantageous position to be used for monitoring the permanent remediation system effectiveness, if practical. Well reports for existing monitoring wells are included in Appendix H.
    f. Alternately, use existing monitoring wells as observation wells for the test, if properly located.
    g. Perform a 72-hour constant-rate pumping test. A period of pre-test monitoring in the pumping well and proposed observation wells should be carried out for a minimum of 3 days prior to conducting the pumping test. The duration of the pumping test shall be determined, based on the observed data, by a hydrogeologist, experienced with similar tests, and licensed as a geoscientist in Texas. At the conclusion of pumping, a recovery test will be also performed. The recovery test should continue until the water level in the pumping well has recovered to within 90% of the initial pre-test static water level. If 90% recovery has not been achieved in 24 hours, the same water-level measurements and frequency shall continue every 24 hours for five days or until full water level recovery occurs, whichever comes first.
    h. Monitor and plot drawdown in the pumping well and observation wells.
    i. Near the end of the test, collect groundwater samples from the pumping well. Analyze the samples for calcium, iron, manganese, hardness, total dissolved solids, chloride, total suspended solids, alkalinity, Langlier's Saturation Index, pH, and total organic carbon.

j. Provide and analyze the field data to determine aquifer parameters including hydraulic conductivity, transmissivity, storativity, pumping rate, drawdown, long-term yield, radius of influence, and capture zone width.
k. Properly contain and dispose of contaminated water produced by the test.

E. PILOT STUDY

1. Pilot test: Install two (2) additional recovery wells at the spacing determined from the pumping test to capture contaminates and prevent further migration toward the City of Midland T-Bar Wellfield. Pump all three (3) recovery wells for 3 months. Periodically gauge and monitor appropriate water levels in pumping, observation, and monitoring wells to verify estimated drawdown and capture zone widths. Make final recommendations for number and spacing of recovery wells for the Groundwater Remediation Plan.
2. Submit proposed recovery and monitoring well design including drilling, completion, development, and surveying of wells.

F. GROUNDWATER REMEDIATION PLAN

Prepare comprehensive Groundwater Remediation Plan (Plans, Specifications, & Construction Phase services)

1. Objective: Using the data from the aquifer test and pilot test, design a pump-and-disposal system to recover contaminated groundwater and prevent migration of contaminants toward the City of Midland municipal wellfield.
2. The Groundwater Remediation Plan shall contain:
    i. Aquifer and Pilot Test data and reports.
    ii. Site-Specific Geology and Hydrogeology
        1. A discussion of how the site geology and hydrogeology support the pump-and-dispose remediation and a description of any measures or special design considerations necessary to overcome any geologic limitations. Include references to any previously submitted reports that contain any field tests conducted to determine site-specific conditions and all related calculations.
        2. At least one and no more than three representative geologic cross-sections through the areas to be treated. Each cross-section should support the pump-and-dispose design and include sufficient detail to support recovery-well placement and screening, pump intake depth, well materials, screen design, etc.
        3. All geoscience work must be sealed by a licensed professional geoscientist, as required by Texas Occupations Code Chapter 1002 and 22 TAC 851.
    iii. Site Assessment History

1. Cumulative tables for sampling media (groundwater analytical results) as well as injection well plugging or repair.
2. Cumulative tables of all gauging data (water level data and well-screen intervals).
3. The most current maps of groundwater contaminant concentrations.
4. The most recent groundwater gradient maps.
5. A graph of groundwater elevations versus time for each monitoring well.
6. A graph of groundwater concentrations (TDS and chloride) versus time for each identified contaminant for each monitoring event. (May be on one graph but broken out by constituent.)
7. Boring logs and State well reports for each recovery and monitoring well installed.

iv. Target Cleanup Goal
1. Reference any previously submitted reports that contain the determination of the cleanup goals. Provide the date of each report, the title, and the type of report and agreed upon cleanup goal (i.e., background, MCL, etc.).
2. The estimated cumulative mass of contaminants to be removed. Include all calculations and methodologies used to obtain this estimate.
3. The estimated time to achieve the cleanup concentration using the proposed technology. Include all calculations and methodologies used to obtain this estimate.

v. Pump-and-dispose System Design
1. A summary of the feasibility-test data that were used in the system design.
2. A brief description of the proposed remediation system, engineering data, and utility requirements to operate the system.
3. Remediation-system layout drawn to scale on a base site map and plan-view schematic.
4. Design drawings or modifications to the design drawings and specifications of the system (engineering work must be sealed by a Texas licensed professional engineer).
5. Design drawings of the recovery wells, holding pond, and disposal method (injection well, sell for oilfield use, etc.).
6. One or more groundwater capture zones overlaid on a contaminant concentration map of the contaminants requiring cleanup.
7. Operating conditions, including weather concerns, access problems and agreements, building constraints, etc.

8. Discussion of any waste-disposal considerations including the type of waste, estimated frequency of disposal, final disposition, etc.
9. Discuss any permits or approvals that will be necessary to implement the Groundwater Remediation Plan. Identify the agencies involved and any sampling or monitoring requirements associated with the permit or approval. Include copies of any permits or approvals obtained.
10. Discuss how telemetry will be used to monitor system operations.
11. Discuss a contingency plan or alternative approach that will be performed if the proposed remediation system is not effective once implemented.
12. An implementation schedule that includes estimated dates for permit approval, system installation, startup, etc.
13. Include any equipment brochures, vendor information, or system or component specifications from vendors.
14. Describe Remediation System Installation, construction phase and close out services.

vi. Recovered Water Holding Pond Design and Installation
In accordance with RRC rules and guidelines, permit, design, and install a lined ground storage pit to hold a capacity of 500,000 barrels of recovered water. The rules governing the maintenance and use of pits are outlined in Title 16, Part 1, Chapter 3, Section 3.8 (SWR 8).

vii. Recovered Water Disposal (Downhole)
1. Dispose of recovered water downhole as approved by and in accordance with rules and guidance of the RRC. Other methods approved by the RRC will also be considered.
2. Alternately, if recovered water, or a portion of it, can be sold for use by third parties for oil and gas production activities, in accordance with all RRC or other State and local requirements, the Contractor will pay the City an amount equal to twenty five percent (25%) of the gross sales proceeds collected by Contractor or any affiliate from the third-party purchaser. On the first day of each month, Contractor will pay the City all amounts due for proceeds collected the previous month by Contractor or any affiliate.

viii. System Operation & Maintenance Plan
1. A monitoring plan for the remediation system startup phase, which specifies monitoring and adjusting system components to optimize contaminant mass removal. The plan typically designates where and how often to collect flow

measurements, groundwater-pumping data, and other indicators, as outlined in Tables 1 and 2 below, to evaluate system operation and improve system performance to maximize contaminant removal.

2. A monitoring plan for long-term system operation in the remedial phase that identifies the groundwater monitoring locations and frequency, constituents to be analyzed, and methods for sample collection. The plan should also specify the monitoring of system parameters like flow measurements, water levels, etc., needed to evaluate system performance.
3. A description and schedule of any routine system maintenance, including any anticipated equipment replacements or upgrades.
4. A description of the procedures for preventing and abating unauthorized discharges.
5. A discussion of how the monitoring data and system performance indicators will be used frequently and routinely to evaluate system performance.
6. A description of the procedures for addressing system-performance issues when the system fails to meet the designed performance criteria as specified in the Groundwater Remediation Plan.
7. A discussion of how to determine whether the cleanup concentrations have been met or optimum mass removal has been achieved.
8. A description of the monitoring and reporting requirements for any discharge/disposal permits.
9. Pay for performance: Monthly invoicing for System O&M activities will be paid based on the percentage of operational time. For operational time greater than 90%, all pay Items invoiced and paid at 100% of the contract price. For operational time less than 90%, all pay items will be invoiced and paid at the actual operational percent of contract price. Operational time will be determined by clock meter or totalizing flow meter. A monthly operational goal, based on pumping up to 5,000-acre feet per year, is used to calculate the monthly percentage of operational time. No additional payments will be made for operational time exceeded 100% of this goal on a monthly basis.

Table 1: Startup Monitoring Frequencies for Remediation System			
Type of System	**Monitoring Frequency**	**Parameter**	**Location**
Groundwater Pump & Dispose Downhole	Daily for 7 days	• pumping rate	• manifold and pumping well
		• total groundwater volume pumped	• totalizer
		• depth to water and gauging (elevation) of the pump inlet	• pumping well
		• water influent and effluent samples (1 set)	• extraction well sampling port and discharge point
		• operating time	• clock meter or telemetry

Table 2: Long-Term Monitoring Frequencies for Remediation System			
Type of System	**Monitoring Frequency**	**Parameter**	**Location**
Groundwater Pump & Dispose Downhole	Monthly	• pumping rate	• manifold and pumping well
		• total groundwater volume pumped	• totalizer
		• depth to water and gauging (elevation) of the pump inlet	• pumping well
		• water influent and effluent samples	• extraction well sampling port and discharge point
		• operating time	• clock meter or telemetry

ix. Groundwater Monitoring Plan

1. Provide recommendations for any additional monitoring wells to evaluate system performance and deep & shallow contaminate concentrations.
2. Submit proposed monitoring well design including drilling, completion, development, and surveying of wells. Wells are to be drilled in accordance with TDLR Water Well Drillers and Pump Installers rules using a licensed driller. Well reports for existing monitoring wells are included in Appendix H.
3. Monitoring schedule: Specify quarterly, semi-annual, or annual well-specific sampling plan for the project duration.
4. Sample Parameters: TDS, chloride; Deep and Shallow sample depths, groundwater gauging/levels, pump intake elevations, etc. All gauging reference points will be top of casing and surveyed to mean sea level and gauged to within 0.01 feet accuracy. Laboratories used for analyses must be a National Environmental Laboratory Accreditation Program (NELAP) accredited laboratory with the Texas Commission on Environmental Quality.

5. Summarize reporting requirements to regulatory agencies, permitting agencies, City of Midland, and any other concerned parties.
6. File required quarterly, semi-annual, and annual reports as required by local, state, or federal agencies. In addition, provide quarterly updates to the City of Midland, including a summary of monthly data, and a groundwater gradient map demonstrating the pumping system's effectiveness.

G. REPLACEMENT OF RECOVERED WATER (Optional Alternate 1)

1. Identify water source, obtain water rights, permits, and regulatory approvals to furnish groundwater to the City to replace the recovered water disposed or sold from of the remediation activities.
2. Develop an agreement subject to review and approval by the City to furnish groundwater hereunder.
3. Groundwater provided under this Alternate 1 shall be through a Public Water System (PWS) in accordance with rules and regulations promulgated by the Texas Commission on Environmental Quality.

H. SCHEDULE

1. Before Starting Construction
    a. Baseline Schedule. The Owner will notify Successful proposer in writing within ten (10) Days of the submittal of a Baseline Schedule if the schedule is "Accepted," "Accepted as noted," or is "Rejected." Unless otherwise specified in the Contract, Successful proposer will be wholly and solely responsible for construction means, methods or techniques, therefore the Engineer's and Owner's review of the Baseline Schedule will be for compliance with the Specifications and Contract requirements. Acceptance by the Owner shall not relieve Successful proposer of any of its responsibilities for the accuracy or feasibility of the schedule. Any Baseline Schedule which alters Contract Time shall be deemed "Rejected." In no event may approval of a Baseline Schedule revise the Contract Documents, including Contract Time, unless accompanied by a related Change Order. Successful proposer shall not commence Work until the Engineer and Owner accepts a Baseline Schedule.
    b. The Owner will use the Baseline Schedule to establish major construction operations, to determine Contract Time extensions, and to measure the progress of the Work. Successful proposer shall be responsible for assuring all Work, including all Subcontractor Work, is included in the Baseline Schedule. Successful proposer shall be responsible for assuring that all Work sequences are logical and that the Baseline Schedule indicates a coordinated plan. Failure by Successful proposer to include any element of Work required for

performance of the Contract shall not excuse Successful proposer from completing all Work within the required time.

c. For Baseline Schedules that are “Rejected”, the Owner shall communicate, in writing, to Successful proposer all portions of the schedule that are not in compliance with the Contract requirements. Successful proposer shall, within seven (7) days of receipt of the reasons for rejection of the schedule, provide a new Baseline Schedule and all additional information necessary for the Owner to “Accept” the Baseline Schedule. The Owner will notify Successful proposer in writing within seven (7) days of the submittal of the corrected Baseline Schedule if the schedule is “Accepted,” “Accepted as noted,” or is “Rejected.” Successful proposer’s failure to provide a timely and acceptable new Baseline Schedule in response to a rejected schedule waives any Claim the basis of which would have been documented by an acceptable Baseline Schedule.
d. Successful proposer shall provide a Baseline Schedule which clearly describes the following:
    i. A reasonable and workable plan to complete the Work within the Contract Time;
    ii. The order and relationships of construction activities and the sequence of the Work;
    iii. Construction activities in a format prescribed by the Owner so the Owner can readily identify the Work and measure the progress of each construction activity;
    iv. The Project’s critical path;
    v. The milestones or other key dates specified in the Contract; and;
    vi. Logic diagrams.

2. The Baseline Schedule shall consist of network diagrams and associated bar graphs and shall include a tabulation of each activity shown on the detailed network diagrams. Provide, at a minimum, the following information on the Baseline Schedule:
    a. Construction activity description;
    b. Early start date (each activity);
    c. Late start date (each activity);
    d. Original duration, in workdays (each activity);
    e. Total float and free float (each activity);
    f. Sequence and interdependence of activities;
    g. Workdays each week;
    h. Successful proposer designated holidays;
    i. Number of shifts per day;
    j. Number of hours per shift;
    k. Scheduled Completion Date;
    l. Anticipated weather events based on historical data; and
    m. Resource Loading.

3. The Baseline Schedule shall include a report of projected Project completion measured in dollars and time. Float contained in the Baseline Schedule is not for the exclusive use or benefit of either the Owner or Successful proposer.
4. Successful proposer shall prepare and submit one (1) electronic copy and two (2) time-scaled color prints of the Baseline Schedule, using a project scheduling software as approved by the Owner that includes the following features:

    a. Display the schedule as a Gantt chart;
    b. Clearly display the critical path of scheduled construction activities apart from the noncritical scheduled construction activities;
    c. Calculate and display total float and free float for each construction activity;
    d. Clearly display the early start, late start, early finish and late finish dates for each construction activity; and,
    e. Ability to easily store and transfer the schedule as a file (or files) from one computer to another.
5. Successful proposer shall submit an updated Baseline Schedule, the Progress Schedule, monthly with the Application of Payment. Failure by Successful proposer to submit the Progress Schedule is non-conformance and the Progress Payment shall be withheld until a Progress Schedule is submitted.
6. Each construction activity in a monthly or revised schedule shall contain the same information required for the Baseline Schedule. Successful proposer shall include in the schedule a report of projected percent complete, measured in dollars and time. In no event may acceptance of a schedule revise the Contract Documents, including Contract Time, unless accompanied by a related Change Order. Any monthly or revised Progress Schedule which alters Contract Time shall be deemed rejected.
7. Float contained in the Progress Schedule is not for the exclusive use or benefit of either the Owner or Successful proposer, except as follows: float generated on critical path construction activities due to the acceleration of Successful proposer's performance, at the written direction of the Owner, shall be for the exclusive use of the Owner; and, float generated on critical path construction activities due to the reduction or elimination of items shall be for the exclusive use of the Owner.
8. The Owner may grant time extensions only to the extent that the construction activities on the critical path of the Progress Schedule in effect at the time of the delay are impacted.

I. SITE CLOSURE

1. After all remediation activities have been completed and a site closure/no further action letter granted by the RRC, provide the cost for recovery and monitoring well plugging, well pad removal, surface restoration, equipment removal, and disposal/recycling at facilities approved by the City of Midland.

2. For recovery and monitoring wells, the contractor shall remove the well house, electrical equipment, piping, and pumps associated with the monitoring and recovery wells and plug the wells. Work shall include, but not be limited to the following:
    a. Plug and abandon the well in accordance with TDLR Water Well Drillers and Pump Installers rules using a licensed driller.
    b. Remove the well covers and attempt to pull the well casings.
    c. Pressure cement the well using a slurry seal from the bottom (total depth of well) to the surface using a tremie line. Slurry seal shall be Type I or Type III Portland cement and water in the portion of 5 to 6 gallons of clean water per 94 lb bag or 1 cubic foot of cement. Cement shall contain 3 percent to 6 percent Volclay bentonite powder. Alternately seal may be bentonite slurry prepared by mixing dry Volclay bentonite powder into fresh water in a ratio of 15 pounds of bentonite to 7 gallons of water to yield 1 cubic foot of bentonite slurry, followed by a cement plug from the land surface to a depth of not less than two (2) feet.
    d. Clean-up site and dispose of all debris.
    e. Plugging shall conform to the Water Well Drillers and Pump Installers Administrative Rules (Administrative Rules of the Texas Department of Licensing and Regulation 16 Texas Administrative Code, Chapter 76 (Effective April 1, 2018).

PRICE PROPOSAL SHEET: RFP MIDLAND T-BAR WELLFIELD REMEDIATION PLAN IMPLEMENTATION FOR LABOR, MATERIAL, EQUIPMENT AND INCIDENTALS:

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	UNIT PRICE	TOTAL PRICE
1	1 LS	Mobilization, bonds, and insurance (not to exceed 5% of total base price) for the lump sum of _____Dollars and _____ Cents per lump sum.	$_____/LS	$ _____
2	1 LS	Furnish File Review, Regulatory Communications, and Approvals for the lump sum of _____Dollars and _____ Cents per LS.	$_____/LS	$_____
3	1 LS	Perform 72-hour Pumping Test for _____ Dollars and _____ Cents per LS.	$ _____/LS	$ _____
4	1 LS	Perform Pilot Study for _____ Dollars and _____ Cents per LS.	$ _____/LS	$ _____
5	1 LS	Prepare Groundwater Remediation Plan for _____ Dollars and _____ Cents per LS.	$ _____/LS	$ _____
6	1,245 FT	Furnish three Recovery Wells Design and Installation (400'-450' TD) for _____ Dollars and _____ Cents per foot.	$ _____/Ft	$ _____
7	2,915 FT	Furnish six Recovery Wells Design and Installation (450'-500' TD) for _____ Dollars and _____ Cents per foot.	$ _____/Ft	$ _____
8	1,300 FT	Furnish two Recovery Wells Design and Installation (500'-700' TD) for _____ Dollars and _____ Cents per foot.	$ _____/Ft	$ _____
9	900 FT	Furnish two Monitoring Wells Design and Installation (400'-450' TD) for _____ Dollars and _____ Cents per foot.	$ _____/Ft	$ _____
10	2,000 FT	Furnish four Monitoring Wells Design and Installation (450'-500' TD) for _____ Dollars and _____ Cents per foot.	$ _____/Ft	$

11	1,400 FT	Furnish two Monitoring Wells Design and Installation (500'-700' TD) for _____ Dollars and _____ Cents per foot.	$ _____/Ft	$ _____
12	1 LS	Perform Water Holding Pond Design, Permitting, and Installation for _____ Dollars and _____ Cents per LS.	$ _____/LS	$ _____
13	25,000 ACRE FEET	Perform Recovered Water Disposal (not sold to a third party) for _____ Dollars and _____ Cents per acre foot.	$ _____/AF	$ _____
14	1 LS	Perform Remediation System Design and Installation for _____ Dollars and _____ Cents per lump sum.	$ _____/LS	$ _____
15	5 YEARS	Perform Remediation System Operation & Maintenance for _____ Dollars and _____ Cents per year.	$ _____/YR	$ _____
16	5 YEARS	Perform Groundwater Monitoring, Sampling, and Reporting for _____ Dollars and _____ Cents per year.	$ _____/YR	$ _____
17	5 YEARS	Allowance Annual Remediation System equipment repairs/replacement cost for Thirty Thousand Dollars and No Cents per year.	$ 30,000/YR	$ 150,000
18	1 LS	Perform Site Closure for _____ Dollars and _____ Cents per year.	$ _____/LS	$ _____
TOTAL BASE PRICE (Items 1 thru 18)			$ _____	

ALTERNATE 1 (Optional):

A1	ACRE FEET	Furnish Groundwater as Replacement of Recovered Water for _____ Dollars and _____ Cents per acre foot.	$_____/AF	N/A

Acknowledgement of receipt of addenda:

No.____ Date:_____ No.____ Date:_____

No.____ Date:_____ No.____ Date:_____

END OF PRICE PROPOSAL SHEET

Appendix A

Texas Railroad Commission (RRC) Correspondence

RRC Letter (6/14/2019)

CHRISTI CRADDICK, CHAIRMAN
RYAN SITTON, COMMISSIONER
WAYNE CHRISTIAN, COMMISSIONER

DANNY SORRELLS
ACTING DIRECTOR, OIL AND GAS DIVISION
CLAY WOODUL
ASSISTANT DIRECTOR, FIELD OPERATIONS

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

14 June 2019

Mr. Courtney B. Sharp
City Manager
300 North Lorraine
Midland, TX 79701

Re: *City of Midland Response to Railroad Commission of Texas*, dated 01 April 2019 (Letter)
Heritage Trust (379777)
Crittendon Field (City of Midland) Tubb 1-A Well Release (Site)
Winkler County
Operator Cleanup Program (OCP) No. 08-4175

Dear Mr. Sharp:

Railroad Commission of Texas (RRC) OCP staff reviewed the above-referenced Letter prepared by the City of Midland (COM) for the Crittendon Field Tubb 1-A Well Release Site (Site). RRC OCP Staff approves the COM's Work Plan, dated 27 September 2018. To move forward contact the Oil and Gas Division Technical Permitting staff manager, Tiffany Humberson, at (512)-463-4354. The authorizations for the handling, storage, and transportation of the affected water will go through the Technical Permitting section. Please copy OCP staff on all correspondence as well.

All submittals to OCP staff should be provided electronically with one paper copy to the Austin Site Remediation Section. Please notify the RRC Midland District Office a minimum of five business days prior to conducting field activities. Reports or documents containing geoscience services or work must be sealed by a professional geoscientist as required by the Texas Geoscience Practice Act. If you have questions, please feel free to contact me at 512-463-6755 or via email at jessica.cofrancesco@rrc.texas.gov.

Sincerely,

Jessica Cofrancesco
Technical Coordinator
Site Remediation Section

cc: Mr. Peter G. Pope, P.G., Manager, Site Remediation (electronic copy)
Mr. Jeffrey Morgan, Director, District 08 RRC Office (electronic copy)
Mr. David Cooney, Attorney, RRC Austin Office (electronic copy)
Ms. Tiffany Humberson, Technical Permitting, RRC Austin Office (electronic copy)
Mr. James Beach, WSP (electronic copy)
OCP e-file

Mr. William Wilder
Axis Environmental Services, Inc.
5415 Country Court
Magnolia, TX 77354

Appendix B

Background

City of Midland Utilities Department letter to RRC (5/22/2007)

MIDLAND
CITY OF MIDLAND

Utilities Department

May 22, 2007

300 N. Loraine
Post Office Box 1152
Midland, Texas 79702-1152

432.685.7260
Fax 432.685.5056
Fax 432.685.0523

RECEIVED
RRC OF TEXAS

MAY 30 2007

OIL & GAS DIVISION
AUSTIN, TEXAS

Mr. G. W. "Bill" Hartzoge
Railroad Commission of Texas
Oil & Gas Division, District 8 & 8A
10 Desta Drive, Suite 500 E
Midland, Texas 79705-4515

Re: City of Midland
T-Bar Ranch Well Field
FORMAL COMPLAINT

Dear Mr. Hartzoge:

The City of Midland purchased 20,229 acres of land, known as the T-Bar Ranch in Winkler and Loving Counties in West Texas in 1965 for the purpose of securing the water rights. In addition, the City later acquired the groundwater rights to three sections of land contiguous to the ranch. Both the surface and groundwater rights were purchased with the intent that this would be a future water supply for the City.

Ed L. Reed, consulting hydrologist, performed an initial evaluation of the groundwater under this property in August 1965. As a part of this evaluation, five test holes were drilled throughout the area and groundwater was analyzed and determined to be suitable for municipal development.

Ed L. Reed and Associates, Inc. performed a second detailed evaluation in 1984. This evaluation included drilling 23 new test holes throughout the area. Groundwater quality data from the 1984 evaluation and subsequent data gathered in 1989 and 2000 provide background levels of chlorides, sulfates, dissolved solids and other constituents found in the groundwater.

Arcadis G&M, Inc. (Arcadis) was contracted by the City in 2003 to perform an updated evaluation of the well field. Six of the existing 1984 test holes were resampled during this evaluation. While the majority of the resampled wells showed little deviation from prior test results, one of the test holes – specifically test hole six (TH-6) – exhibited extremely elevated chlorides as compared to historical records. TH-6 is located approximately one-quarter mile east of the Crittendon field office site in Section 24, Block C-23, PSL Survey, Winkler County, Texas. This test hole has the following history:

Year	Chlorides	Sulfates	Total Dissolved Solids
1984	128	420	1016
2000	99	500	868
2003	6200	400	13000

The 2003 test results prompted an in-depth investigation of this test hole and surrounding activity.

Arcadis performed the in-depth investigation of TH-6 beginning in early 2004. Arcadis' work plan included review of aerial photographs and land maps to identify potential sources for the elevated chlorides in the

vicinity of TH-6, field verification for further assessment of the identified sources, resampling of TH-6 and the water well in the Crittendon field office site, and drilling of new monitor wells.
Based on the analytical results for TH-6 at three different depths and the Crittendon well, several potential contamination sources to the west and northwest of the Crittendon Plant area were ruled out as possible contaminant sources and the investigation was focused on areas immediately west and northwest of TH-6. The results of resampling of TH-6 and the Crittendon field office well were as follows:

Date	Well	Chlorides	Sulfates	Total Dissolved Solids
3/25/04	Crittendon	<100	320	<1000
4/9/04	TH-6 170'	3300	490	6610
4/9/04	TH-6 250'	3800	480	7500
4/9/04	TH-6 295'	3600	470	7370

The chlorides in TH-6 were still significantly elevated, so three monitor wells were drilled to help delineate the upgradient extent and source of the impact: MH-1, MH-2 and MH-3. MH-1 was drilled immediately east-northeast of a surface evaporation pond at the southeast corner of the Crittendon site in the NW/4 of Section 24, PSL Block C-23. MH-2 was drilled immediately southeast of a compressor station and MH-3 immediately southeast of another compressor station, both located in the SW/4 of Section 25, PSL Block C-23.

MH-1 exhibited elevated chlorides when analyzed in May 2004, which prompted the drilling of a fourth monitor well, MH-4. This monitor well is located in the NW/4 of Section 24 approximately 500 feet west-southwest of the evaporation pond mentioned above, and just outside the Crittendon site. The low chloride levels measured in MH-4 suggested that the source does not lie to the west or northwest.

Monitor well MH-5 was drilled north-northwest of a saltwater disposal (SWD) facility in the NW/4 of Section 24, PSL Block C-23 south and slightly east of the Crittendon site. Testing of MH-5 indicated elevated chlorides when sampled in July 2004.

Monitor wells MH-6 and MH-7 were drilled immediately west of Heritage Standard J.B. Tubb No. 3 well and Heritage Standard J.B. Tubb Estate No. 2 well, respectively. These two monitor wells are east of TH-6, with MH-6 being southeast in the NE/4 of Section 24, PSL Block C-23 and MH-7 being northeast in the SE/4 of Section 25. We have enclosed an aerial photographic map showing locations of the monitor wells, TH-6, the Crittendon water well and several identified potential sources of contamination in the area.

Analyses performed on groundwater samples from all seven monitor wells showed MH-1 and MH-5 had significantly elevated chlorides and MH-3 had possible marginal impact. The monitor well test results are summarized as follows:

Date	Well	Chlorides	Sulfates	Total Dissolved Solids
5/19/04	MH-1	10900	340	17800
5/18/04	MH-2	100	340	840
5/18/04	MH-3	310	360	1170
7/30/04	MH-4	70	310	780
7/30/04	MH-5	22100	1320	44600
8/5/04	MH-6	110	450	1010
8/5/04	MH-7	110	450	1080

Review of this data indicated that groundwater impact (with elevated chloride and TDS) had occurred in the NW/4 of Section 24, PSL Block C-23 in the vicinity of the Crittendon site and near the Heritage Standard Crittendon SWD Well No. 1 facility, with evidence of the impact seen at MH-1, MH-5, TH-6 and, to some extent, MH-3.

In March 2007, another round of investigative analyses was performed on the 7 monitor wells, TH-6, W-4 (an observation well drilled in 1989 and located approximately one mile south of the Crittendon Plant) and the Crittendon Plant water well with the following results:

Date	Well	Chlorides	Sulfates	Total Dissolved Solids
3/8/07	MH-1	2900	390	6700
3/5/07	MH-1 172'	250	360	1100
	MH-1 231'	410	340	1500
	MH-1 285'	1700	380	3800
3/7/07	MH-2	150	340	1100
3/7/07	MH-3	320	370	1200
3/5/07	MH-3 167.4'	170	350	1000
	MH-3 227'	280	350	1200
	MH-3 270'	310	360	1200
3/7/07	MH-4	180	310	1200
3/8/07	MH-5	4600	430	8100
3/6/07	MH-5 162'	1300	610	3400
	MH-5 222'	7000	1500	19000
	MH-5 289'	7400	1500	15000
3/6/07	MH-6	790	330	2000
3/6/07	MH-7	260	490	1400
3/8/07	TH-6	5300	460	8800
3/5/07	TH-6 277'	3200	730	6800
3/5/07	W-4	370	440	1600
3/6/07	Crittendon	96	370	800

Interval sampling and analysis was performed during this time on TH-6, MH-1, MH-3 and MH-5 as shown in the above table.

Enclosed is a single table which summarizes the historical analytical data for all the wells mentioned in this letter. Information for the investigations conducted by Arcadis on behalf of the City in 2004 and 2007 are summarized in the attached reports.

It is our contention that the Heritage Standard Crittendon SWD facility and possibly the surface evaporation pond have experienced problems of some form leading to the chloride release and contamination of the groundwater in the NW/4 of Section 24, PSL Block C-23 and vicinity. The impacted groundwater appears to be migrating to the east, northeast and likely to the southeast which poses a significant threat to a substantial portion of the fresh groundwater reserves in the City's T-Bar well field. Heritage Standard Corporation operates all the oil and gas facilities mentioned in this letter, and we have alerted them to the problem. However, they have not seen the urgency of addressing the issue, nor do they admit to any responsibility in causing the contamination. In an effort to indicate to Heritage our seriousness with regard to this issue, we have withheld granting of right of way licenses and lease renewals within the City property at T-Bar Ranch; however we are willing to grant temporary right of way licenses and to waive the related fees so that Heritage may maintain pipelines and other equipment and, in fact, fully expect that all infrastructure should be maintained in a manner that is reasonable, customary and acceptable to industry standard levels. As part of any right of way license granted, City would require that Heritage test its lines regularly, and that City be provided the results of said tests.

In view of the apparent rapid migration of the impacted groundwater (as reflected by the impact seen at MH-6) and the significant threat to a large portion of the City's groundwater resources in the T-Bar well field, the City plans to immediately move forward with the remaining investigation to complete the delineation of the chloride/TDS plume and the source(s) that has impacted the City's groundwater supply. The City is requesting the help and assistance of the Railroad Commission as follows:

- To bring any necessary actions against Heritage Standard Corporation to take the necessary steps to halt all operations that have caused or are causing contamination of the City's groundwater resources;

- To encourage Heritage to provide the Railroad commission and the City with historical records of leaks, repairs, pressure tests, etc. for the salt water disposal facility, the surface evaporation pond and any other oil and gas facility located in the vicinity of the Crittendon field office and TH-6;

- To encourage Heritage to cooperate with the City by providing any needed access to the Crittendon plant site for conducting its investigation; and

- If the source(s) of the contamination is determined to be Heritage's oil and gas operation facilities, to bring any necessary enforcement actions against Heritage including but not limited to eliminating the source of the contamination, containing the contamination and remediating the impacted groundwater.

Very truly yours,

Kay T. Snyder, P.E.
Director of Utilities

KTS
encl

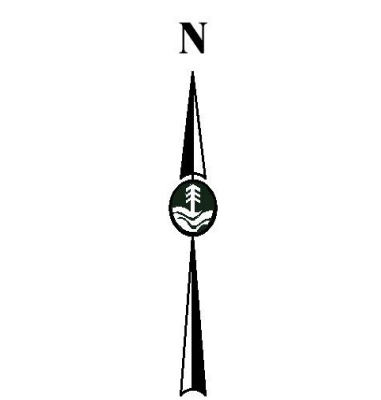
Cc: Marcus Johnston, Assistant City Manager
Keith Stretcher, City Attorney

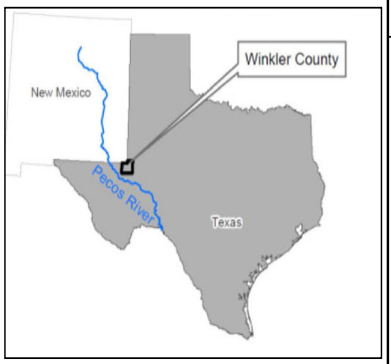
Appendix C

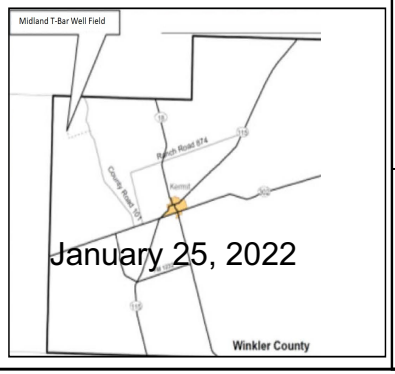
Maps

Exhibit A
Exhibit B









Designed by: Colton Mallett
Drawn by: Colton Mallett
Checked by: Perry Evans
Date: 3/25/20
Scale: As Noted

ENPROTEC/HIBBS & TODD, INC.
ENVIRONMENTAL AND CIVIL ENGINEERING
Lubbock, Texas 79424
806-794-1150
PE Firm Registration No. 3151
PG Firm Registration No. 50103
TBPLS Firm Registration Nos. 10011900

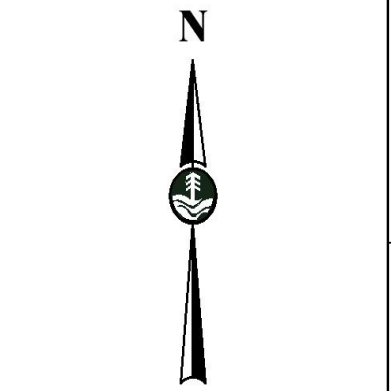
Overview

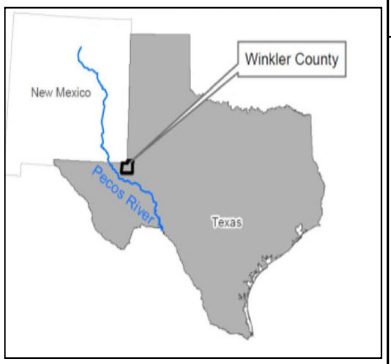
City of Midland
Kermit, Winkler County, Texas

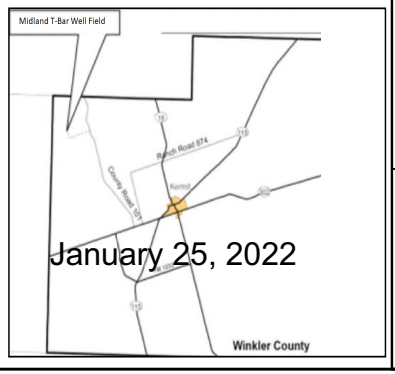
Project No.7525
T-Bar Remediation Plan

Exhibit: A









Designed by: Colton Mallett
Drawn by: Colton Mallett
Checked by: Perry Evans
Date: 3/25/20
Scale: As Noted

ENPROTEC/HIBBS & TODD, INC.
ENVIRONMENTAL AND CIVIL ENGINEERING
2010 Rankin Hwy., Site: E
806-704-1150
Odessa, TX 79764
PE Firm Registration No. 3151
PG Firm Registration No. 50103
TBPLS Firm Registration Nos. 10011900

Contaminated Wells

City of Midland
Kermit, Winkler County, Texas

Project No.7525
T-Bar Remediation Plan

Exhibit: B

Appendix D

City of Midland Correspondence

City of Midland Remediation Plan letter (9/27/2018)

MIDLAND
Feel the Energy!

Office of the City Manager

09/27/2018

Via Email: peter.pope@rrc.texas.gov
Mr. Peter G. Pope, P.G.
Manager
Site Remediation Section
Oil and Gas Division
Railroad Commission of Texas
1701 N. Congress Avenue
Austin, Texas 78711-2967

RE: City of Midland Proposed T-Bar Wellfield Water Remediation Plan

Dear Mr. Pope,

This letter is sent as a follow up to our meeting on May 15th of this year, during which the City of Midland expressed great concern that the groundwater contamination from the Heritage wells appears to be migrating towards the heart of the City's water supply at the T-Bar wellfield. As discussed at that meeting, the City has prepared a plan to create a line of "interceptor wells" between the T-Bar public supply wells and the wellfield contamination in order to pull the plume towards the interceptor wells and remediate and protect the remainder of the wellfield. The water then will be pumped from the interceptor wells and sold for commercial oil field use to offset, at least in part, the City's past and future T-Bar remediation expenses. The City's hydrologist estimates approximately 25,000 acre feet of water needs to be pumped to mitigate the plume over the next five years. Details of the plan are attached for your review and consideration. The City hereby formally requests that the Railroad Commission approve the attached plan for implementation.

Upon receipt of Railroad Commission approval, the City will proceed with getting City Council approval of an amendment to the Wholesale Water Delivery Agreement between the City and the Midland County Fresh Water Supply District #1 authorizing the District to immediately execute the proposed plan.

300 N. Loraine, Midland TX 79701 * 432-685-7202 * Fax 432-686-1600

If you have any questions, please do not hesitate to contact me or City Attorney John Ohnemiller.

Sincerely,

Courtney Sharp
City Manager

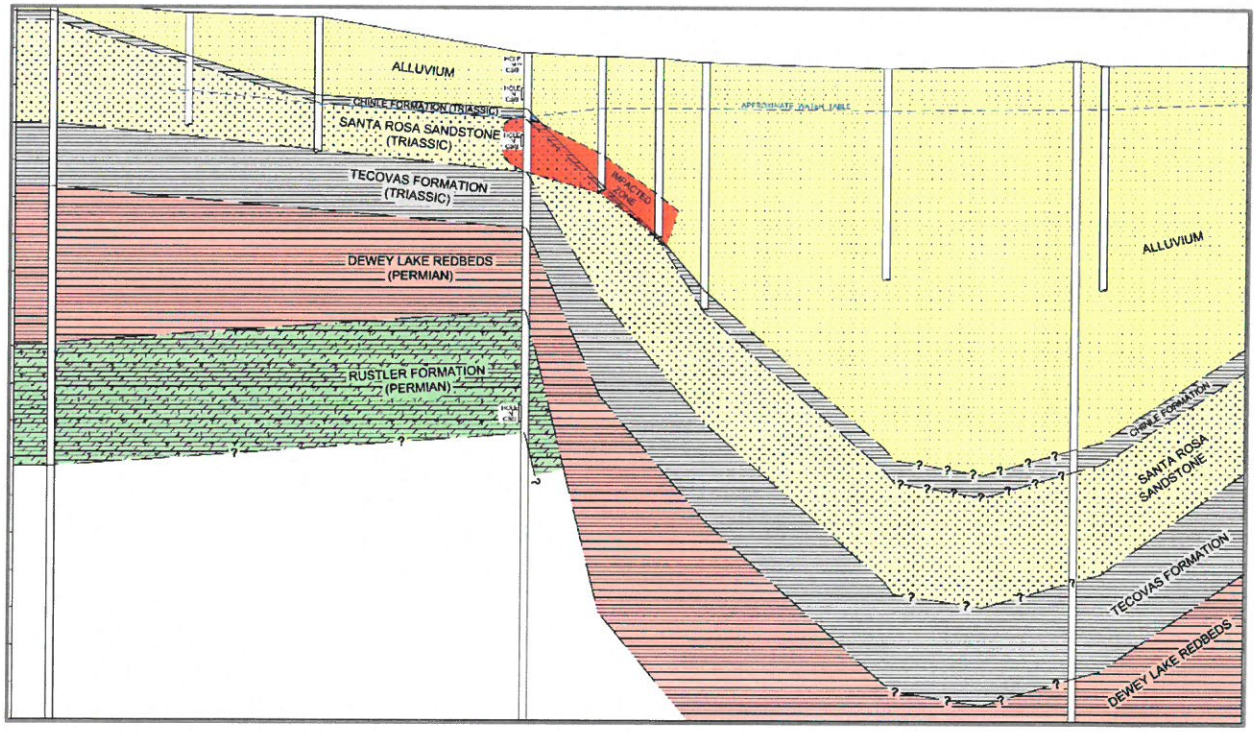
Cc: John Ohnemiller
Robert Patrick
Matt Catalano
James Beach
Jay Edwards

300 N. Loraine, Midland TX 79701 • 432-685-7202 • Fax 432-686-1600

THE CITY OF MIDLAND

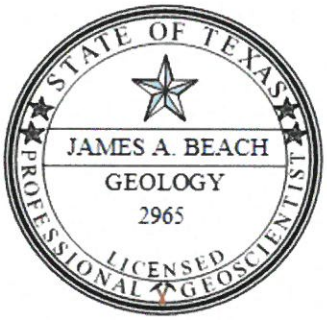
PROPOSED T-BAR WELLFIELD WATER REMEDIATION PLAN

SEPTEMBER 10, 2018



Geoscientist's Seal

This report documents the work of the following licensed professional geoscientist with WSP USA, a licensed professional geoscientist firm in the State of Texas (License No. 50111).



The seal appearing on this document was authorized by James Beach, P.G. on September 10, 2018.

JAMES BEACH, P.G.
AREA MANAGER; SENIOR SUPERVISING HYDROGEOLOGIST

Cover image modified from ARCADIS 2010 report.

1 INTRODUCTION

The City of Midland (the City) owns and operates the T-Bar Wellfield to meet municipal demands today and into the future. The groundwater contamination (chloride) caused by two releases of oilfield brine into the aquifer on the western edge of the wellfield area have not been completely remediated. The natural migration of groundwater in the aquifer moves the chloride slowly toward the T-Bar wellfield and the plume movement toward the T-Bar public supply wells is increased by production from those wells. The movement of the plume toward the T-Bar public supply wells poses a risk to the water quality in the westernmost T-Bar public supply wells. To mitigate this risk, we propose that remediation wells be strategically placed between the plume and the westernmost T-Bar public supply wells to help intercept and remediate the chloride plume, thereby reducing the water quality risk to the T-Bar wellfield. To offset the cost of the remediation, the groundwater produced from the interceptor wells would be sold for fracking purposes.

2 PROPOSED PLAN

Using available hydrogeologic information, we have evaluated potential locations of new interceptor wells west of the T-Bar public supply wells and slightly east of the existing chloride plume. The interceptor wells will be located and design to pump the minimum amount of groundwater necessary to intercept the chloride plume and leave as much groundwater as possible in place for Midland's future water supply. Preliminary evaluation indicates that removing about 5,000 acre-feet per year (3,100 gallons per minute) from the six to twelve interceptor wells for a period of five years will significantly reduce the risk of further chloride migration into the T-Bar wellfield. Due to the limited full-size production wells west of the public supply wells, there is some uncertainty in the number of wells that will be required and the production that will be available from each well. However, wells are expected to produce from 200 to 500 gpm each and will be screened through the entire saturated thickness of the Pecos Valley Aquifer.

Figure 1 shows the preliminary locations of the proposed wells based on the estimated extent and chloride spill and the estimated saturated thickness of the Pecos Valley Aquifer. A summary of estimated well properties is included in Table 1. The final location and number of wells will be based on actual aquifer conditions encountered during the drilling program.

Table 1. Summary of Proposed Interceptor Wells

WELL ID	ESTIMATED DEPTH TO WATER (FEET)	TOTAL DEPTH (FEET)	ESTIMATED SATURATED THICKNESS (FEET)	ESTIMATED TOTAL DISSOLVED SOLIDS (PPM)
PW-1	165	400	235	4,000
PW-2	165	610	445	4,800
PW-3	150	690	540	4,000
PW-4	160	435	275	5,500
PW-5	145	460	315	2,800
PW-6	140	500	360	2,400
PW-7	145	475	330	2,100
PW-8	140	500	360	2,000
PW-9	140	480	340	2,000
PW-10	140	500	360	2,000
PW-11	155	410	255	2,100

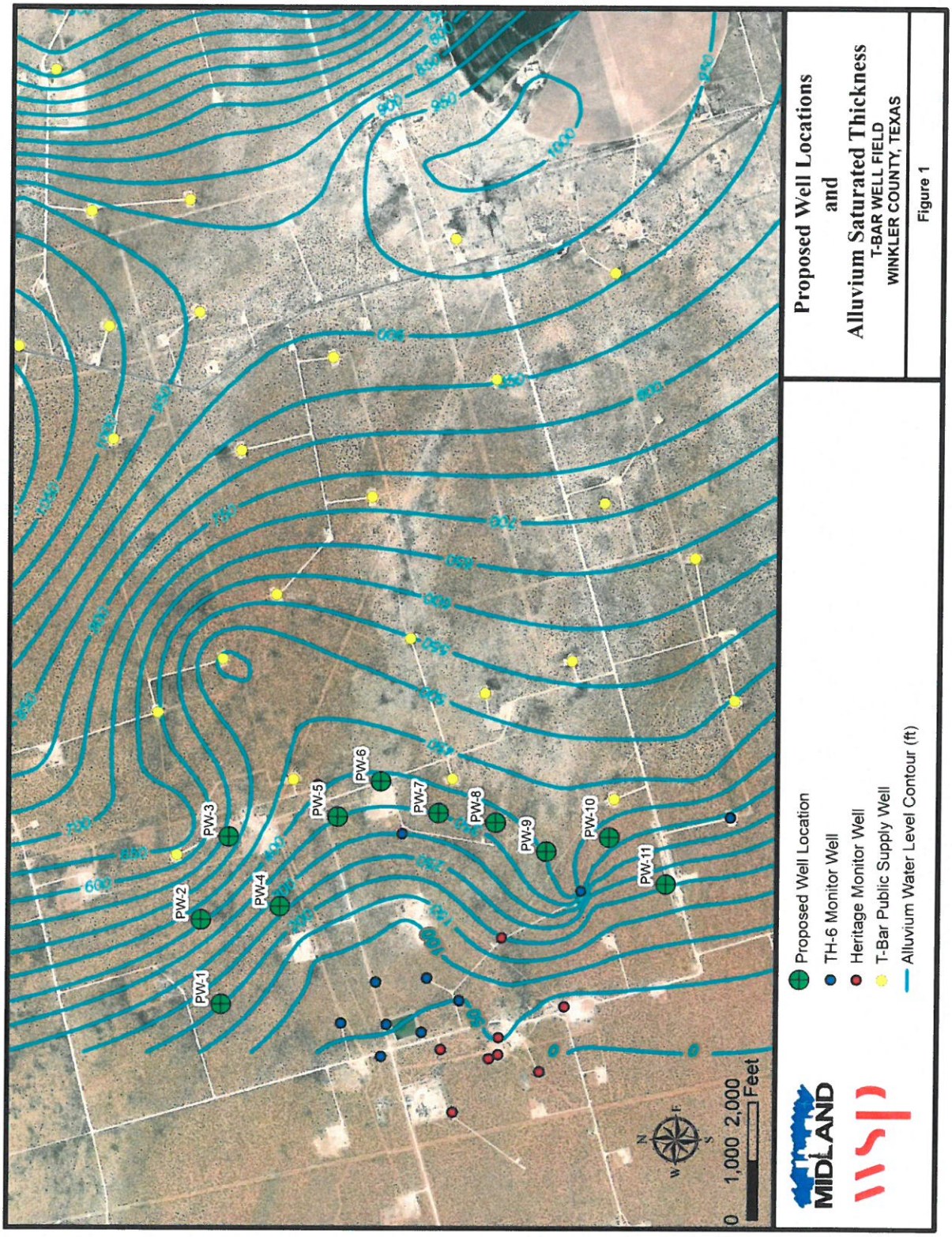


Figure 1: Proposed Well Locations and Alluvium Saturated Thickness

Appendix E

Texas Railroad Commission Correspondence

RRC Letter (11/29/2018)

CHRISTI CRADDICK, CHAIRMAN
RYAN SITTON, COMMISSIONER
WAYNE CHRISTIAN, COMMISSIONER

DANNY SORRELLS
ACTING DIRECTOR, OIL AND GAS DIVISION
CLAY WOODUL
ASSISTANT DIRECTOR, FIELD OPERATIONS

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

29 November 2018

Mr. Courtney B. Sharp
City Manager
300 North Lorraine
Midland, TX 79701

Re: *City of Midland Proposed T-Bar Wellfield Water Remediation Plan*, dated 27 September 2018 (Work Plan)
Heritage Trust (379777)
Crittendon Field (City of Midland) Tubb 1-A Well Release (Site)
Winkler County
Operator Cleanup Program (OCP) No. 08-4175

Dear Mr. Sharp:

Railroad Commission of Texas (RRC) OCP staff reviewed the above-referenced Work Plan prepared by WSP on behalf of the City of Midland (COM) for the Crittendon Field Tubb 1-A Well Release Site (Site). The proposed Work Plan describes the installation of a line of "interceptor wells" between the T-Bar public supply wells and the area that has been associated with wellfield contamination attributable to the casing failure of Tubb 1-A. The interceptor wells are designed to pull the Tubb 1-A plume towards the interceptor wells and further remediate groundwater. A proposed 25,000-acre feet of water will be pumped to mitigate the water over the next five years at a rate of 5,000-acre feet per year. COM is requesting RRC approval of the Work Plan for implementation. To facilitate our evaluation of the proposal RRC staff requests the following:

1. Describe plans for storage and distribution of the recovered water, including the proposed storage location, type of storage, and the maximum capacity of the storage;

2. Describe how it was determined that extracting a volume of 25,000-acre feet at 5,000-acre feet per year will be sufficient to control or remove the remaining affected water;

3. Describe the process for tracking the final disposition of the groundwater which is removed from the aquifer and the actual volume pumped from the aquifer; and,

4. Describe COM's plans for monitoring water quality during the recovery operations in order to confirm that the hydraulic control is preventing migration of affected water to the water supply well field.

Upon receipt of the requested information staff will re-evaluate the Work Plan and respond with a decision. Please provide a response to these RRC comments within 30 days from the date of this letter. RRC staff would be happy to meet and discuss this matter further should you wish to do so.

All submittals to the agency should be provided electronically with one paper copy to the Austin Site Remediation Section. Please notify the RRC Midland District Office a minimum of five business days prior to conducting field activities. Reports or documents containing geoscience services or work must be sealed by a professional geoscientist as required by the Texas Geoscience Practice Act. Please also reference OCP No. 08-4175 in all correspondence or submittals. If you have questions, please feel free to contact me at 512-463-6755 or via email at jessica.cofrancesco@rrc.texas.gov.

Sincerely,

Jessica Cofrancesco
Technical Coordinator
Site Remediation Section

cc: Mr. Peter G. Pope, P.G., Manager, Site Remediation (electronic copy)
Mr. Jeffrey Morgan, Director, District 08 RRC Office (electronic copy)
Mr. David Cooney, Attorney, RRC Austin Office (electronic copy)
OCP e-file

Mr. William Wilder
Axis Environmental Services, Inc.
5415 Country Court
Magnolia, TX 77354

Mr. Joe Marshall
Munsch Hardt Kopf & Harr, PC
3800 Lincoln Plaza
500 North Akard St.
Dallas, TX 75201-6659

Mr. Brian Matthew Catalano
Cotton Bledsoe Tighe & Dawson, PC
500 West Illinois, Suite 300
Midland, TX 79701

Mr. Jonathan S. Covin
Wick Phillips Gould Martin, LLP
2100 Ross Avenue, Suite 950
Dallas, TX 75201

Appendix F

City of Midland Correspondence

City of Midland Letter (January 2019)

JC 08-4175

MIDLAND
Feel the Energy!

Received Jan 2019

Office of the City Manager

Ms. Jessica Cofrancesco

Railroad Commission of Texas
Technical Coordinator
Site Remediation Section

City of Midland Response to Questions: RRC Letter Dated 29 November 2018 - OCP No. 08-4175

Dear Ms. Cofrancesco,

The City of Midland (COM) received the Railroad Commission's (RRC) response letter dated November 29, 2018 to the *City of Midland Proposed T-Bar Wellfield Water Remediation Plan* (*Work Plan*) submittal dated September 27, 2018. Pursuant to the RRC's request, please find the following responses to assist in the evaluation of the *Work Plan*.

Item 1

Describe plans for storage and distribution of the recovered water, including the proposed storage location, type of storage, and the maximum capacity of the storage;

The interceptor wells will be connected with a gathering system consisting of piping and valves. The gathering system will discharge into a lined ground storage pit located north of the interceptor wells on the T-Bar Ranch. The ground storage pit is anticipated to hold a minimum of 500,000 barrels.

Item 2

Describe how it was determined that extracting a volume of 25,000 acre-feet at 5,000 acre-feet per year will be sufficient to control or remove the remaining affected water.

We estimated 25,000 acre-feet by calculating available groundwater in the area between the

300 N. Loraine, Midland TX 79701 • 432.685.7200 • Fax 432.685.7608

interceptor wells and the western edge of the saturated alluvial trough as shown in Figure 1. We used our estimates of saturated thickness from November 2017 and a specific yield of 0.15. We understand that the interceptor wells will collect groundwater from the west and the east and that is why COM will continue to monitor water quality during production.

Our 5,000 acre-feet/year production rate is based on our estimate of production from the interceptor wells and the rate required to have a significant impact on the plume in a five-year project. Additionally, we think this rate of production provides enough water to be of interest to buyers in the area.

ITEM 3

Describe the process for tracking the final disposition of the groundwater which is removed from the aquifer and the actual volume pumped from the aquifer; and,

A flow meter will be installed at each of the interceptor wells to measure pumping from each well location before it goes into the gathering system. An in-line flow meter will be installed on the transmission pipe of the gathering system to measure total flow volume before it discharges into the storage pit. This measurement will be the basis for the evaluation and monitoring of the production rate of the aquifer described above.

It is anticipated that the water from the storage pit will be sold to oil and gas operators for drilling and fracking procedures. The city will receive proposals through a formal procurement procedure (request for proposals) to enlist a third-party entity to administer the marketing, sale and distribution of the water from the ground storage pit. It will be the responsibility of the third-party entity, enforced through a contract with the City, to ensure the water sold from the storage pit is properly handled and distributed according to TCEQ and RRC guidelines and regulations.

ITEM 4

Describe COM's plans for monitoring water quality during the recovery operations to confirm that the hydraulic control is preventing migration of affected water to the water supply well field.

The COM will monitor groundwater quality (total dissolved solids (TDS) and chloride) once the interceptor wells begin producing groundwater. Sampling will most likely occur on a quarterly basis after the interceptor wells start producing. If not precluded by the equipment in the wells, water level measurements may also be measured quarterly.

Additional analytical parameters may be included for data comparison to groundwater monitoring previously conducted by Axis Environmental. The data will be compared to historical data from previous and ongoing groundwater monitoring events performed by Axis Environmental to evaluate hydraulic and hydrologic site conditions.

I hope this information will allow you to approve our plan to help remediate our valuable groundwater resource for the citizens of Midland.

Sincerely,

Courtney Sharp

Proposed Well Locations
and
Alluvium Saturated Thickness
T-BAR WELL FIELD
WINKLER COUNTY, TEXAS
Figure 1
Proposed Well Location
TH-6 Monitor Well
Heritage Monitor Well
T-Bar Public Supply Well
Saturated Thickness Contour (ft)
Estimated Leading Plume Edge
Production Area
PW-1
PW-2
PW-3
PW-4
PW-5
PW-6
PW-7
PW-8
PW-9
PW-10
PW-11
200
250
300
400
600
800
1,000
1,200
1,400
1,600
1,800
2,000
4,000
0
2,000
Feet

Appendix G

Well Reports: City of Midland Supply Wells

STATE OF TEXAS WELL REPORT for Tracking #170284

Owner:	**City of Midland**	Owner Well #:	**W.S.W #1**
Address:	**P.O. Box 1152 Midland, TX 79702**	Grid #:	**46-06-6**
Well Location:	**CR 101 - 10.5 Miles NW of Hwy 302 Kermit, TX**	Latitude:	**31° 56' 54" N**
		Longitude:	**103° 16' 05" W**
Well County:	**Winkler**	Elevation:	**No Data**
Type of Work:	**New Well**	Proposed Use:	**Public Supply**

Drilling Start Date: **11/8/2004** Drilling End Date: **11/20/2004** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
28	**0**	**38**
20	**38**	**560**

Drilling Method: **Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
102	**560**	**Gravel**	**16/30**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**97**	**170 Cement**
97	**102**	**9 Hole Plug**

Seal Method: **Positive Displacement**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **117.3 ft.** below land surface on **2004-11-20** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 400 GPM with 231 ft. drawdown after 31.5 hours**

Water Quality:

Strata Depth (ft.)	Water Type
140 - 560	**Fresh**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Unknown**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **West Texas Water Well Service**

3410 Mankins
Odessa, TX 79764

Driller Name: **Ronny Keith** License Number: **4854**

Comments: **$mew**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**16**	**Caliche with Reddish Brown Clay**
16	**70**	**Pink Sand with Clay & Caliche**
70	**140**	**Red Clay, Trace of Sand**
140	**180**	**Fine Sand, Pink Clay**
180	**200**	**Loose Fine Red Sand**
200	**280**	**Reddish Yellow Fine Sand**
280	**335**	**Fine Red Sand, Trace Reddish Yellow Clay**
335	**360**	**Fine Sand, Trace of Silt Stone**
360	**370**	**50% Pink Clay, 50% Sand**
370	**430**	**Loose Red Sand**
430	**440**	**Fine Red Sand, Trace of Chert**
440	**480**	**Red Medium Sand, Very Loose**
480	**500**	**Red Sand, Trace of Red Sandstone**
500	**510**	**90% Sand, 10% Gray Clay**
510	**524**	**Yellowish Red Clay**
524	**560**	**Medium Reddish Yellow Sand, Trace of Pink Clay**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.)	New/Used	Type	Setting From/To (ft.)
22	**New**	**Steel**	**Surface .8" - 38**
12 3/4	**New**	**Stainless Screen**	**560 - 530 .030**
12 3/4	**New**	**Steel Blank**	**530 - 510**
12 3/4	**New**	**Stainless Screen**	**510 - 340 .030**
12 3/4	**New**	**Steel Blank**	**3' AGL - 340**

IMPORTANT NOTICE FOR PERSONS HAVING WELLS DRILLED CONCERNING CONFIDENTIALITY

TEX. OCC. CODE Title 12, Chapter 1901.251, authorizes the owner (owner or the person for whom the well was drilled) to keep information in Well Reports confidential. The Department shall hold the contents of the well log confidential and not a matter of public record if it receives, by certified mail, a written request to do so from the owner.

Please include the report's Tracking Number on your written request.

Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302300

Owner:	**Midland County Fresh Water Supply Distri**	Owner Well #:	**6**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-6**
Well Location:	**Kermitt, TX 79745**	Latitude:	**31° 56' 55" N**
Well County:	**Winkler**	Longitude:	**103° 15' 24" W**
		Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **9/25/2012** Drilling End Date: **9/30/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**38**
20	**38**	**555**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
135	**555**	**Gravel**	**16-30**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**130**	**170 cement**
130	**135**	**10 bentonite**

Seal Method: **pumped through tremie pipe**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **124 ft.** below land surface on **2012-09-29** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 750 GPM with 78 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Yes**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O. Box 639
Garden City, KS 67846

Driller Name: **Miguel Camerena** License Number: **54592**

Apprentice Name: **Enrique Santos** Apprentice Number: **57578**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**1**	**surface. brown sandy clay**
1	**14**	**caliche w/ rock strips 1-5**
14	**35**	**white sand w/ little clay mix**
35	**120**	**red clay w/ sandy clay strip**
120	**320**	**fine fairly loose red sand**
340	**360**	**gray and red sandy clay**
360	**380**	**red sandy clay w/fine dirty red sand**
380	**400**	**loose red dirty sand w/ clay mix**
400	**420**	**fine fairly loose red dirty sand**
420	**480**	**fine fairly loose red sand**
480	**500**	**fine fairly loose red dirty sand w/clay**
500	**520**	**very fine fairly loose red sand**
520	**555**	**very fine fairly loose dirty sand w/clay**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
12.75 new steel casing +3-160 .375
12.75 new S.S screen 160-300 .020
12.75 new steel casing 300-400 .375
12.75 new S.S screen 400-540 .020
12.75 new steel casing 540-550 .375

IMPORTANT NOTICE FOR PERSONS HAVING WELLS DRILLED CONCERNING CONFIDENTIALITY

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302356

Owner:	**Midland County Fresh Water Supply Distri**	Owner Well #:	**8**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-6**
		Latitude:	**31° 56' 59" N**
Well Location:	**Kermitt, TX 79745**	Longitude:	**103° 16' 41" W**
Well County:	**Winkler**	Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **9/20/2012** Drilling End Date: **9/26/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**630**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
140	**630**	**Gravel**	**16-30**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**135**	**170 cement**
0	**42**	**132 cement**
135	**140**	**10 Bentonite**

Seal Method: **pumped through tremie pipe**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **117 ft.** below land surface on **2012-09-25** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 850 GPM with 52 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Yes**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67846

Driller Name: **Miguel Camarena** License Number: **54592**

Apprentice Name: **Enrique Santos** Apprentice Number: **57578**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**9**	**calche fine sand**
9	**145**	**red,white-brown clay,caliche (HARD)**
145	**172**	**red silty sand,clay mixed**
172	**182**	**red brown clay**
182	**230**	**red silty sand, few clays (fairly loose)**
230	**247**	**red brown clay**
247	**294**	**red silty sand,few clay,loose,used water**
294	**315**	**red-brown clay lidges**
315	**380**	**red silty sand,few clay,loose,used water**
380	**390**	**red clay**
390	**444**	**red silty sand,thin clay,(fairly loose)**
444	**460**	**brown-red clay,few silty sand**
460	**485**	**red silty sand some clays**
485	**565**	**red silty sand,thin clay,fairly loose**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
12.75 NEW steel casing +3-178 .375
12.75 NEW steel casing 178-180 .375
12.75 NEW S.S casing 180-620 .020
12.75 NEW steel casing 620-622 .375
12.75 NEW steel casing 622-630 .375
24 NEW steel casing 0-42 .375

565	**616**	**red silty sand (fairly loose)**
616	**640**	**red clay lidges few silty sand**

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302371

Owner:	**Midland County Fresh Water Supply Distri**	Owner Well #:	**Well 9**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-6**
		Latitude:	**31° 57' 14" N**
Well Location:	**Kermitt, TX 79745**	Longitude:	**103° 15' 45" W**
Well County:	**Winkler**	Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **9/30/2012** Drilling End Date: **10/5/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**550**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
140	**550**	**Gravel**	**12-20**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**135**	**170 cement**
135	**140**	**10 Bentonite**

Seal Method: **pumped through tremie pipe**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **124 ft.** below land surface on **2012-10-04** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 650 GPM with 77 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Yes**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67846

Driller Name: **Miguel Camarena** License Number: **54592**

Apprentice Name: **Enrique Santos** Apprentice Number: **57578**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**20**	**white clay w/silty sand**
20	**40**	**4" caliche layer @23 brwn&white clay**
40	**140**	**fairly soft green/brown & red clays**
140	**180**	**fairly soft reddish brown sandy clay**
180	**240**	**fairly firm brown reddish sandy clay**
240	**280**	**fairly soft brown sandy clay w/streaks**
280	**320**	**fairly loose fine sand w/ little clay**
320	**360**	**loose fine sand w/ clay streaks**
360	**380**	**sandy clay,fine loose sand w/clay**
380	**400**	**clay sand fine,sandy clay**
400	**420**	**soft red,white sandy clay**
420	**440**	**loose fine sand w/ clay streaks**
440	**460**	**loose sand,red sandy clay,brown clay**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
24 NEW steel casing 0-42 .375
12.75 NEW steel casing +3-278 .375
12.75 NEW steel casing 278-280 .375
12.75 NEW S.S screen 280-440 .030
12.75 NEW steel casing 440-442 .375
12.75 NEW steel casing 442-478 .375
12.75 NEW steel casing 478-480 .375
12.75 NEW S.S screen 480-540 .030
12.75 NEW steel casing 540-542 .375
12.75 NEW steel casing 542-550 .375

460	**480**	**soft red & white sandy clay**
480	**500**	**fine loose sand w/clay**
500	**520**	**loose fine sand w/clay streaks**
520	**540**	**8 of fone loose sand 12 of white clay**
540	**560**	**fairly firm white sandy clay**

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302376

Owner:	**Midland County Fresh Water Supply Distri**	Owner Well #:	**Well 10**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-6**
		Latitude:	**31° 57' 22" N**
Well Location:	**Kermitt, TX 79745**	Longitude:	**103° 15' 17" W**
Well County:	**Winkler**	Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **9/24/2012** Drilling End Date: **9/28/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**510**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
135	**510**	**Gravel**	**12-20**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**135**	**170 cement**
135	**140**	**10 Bentonite**

Seal Method: **pumped through tremie pipe**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **124 ft.** below land surface on **2012-10-04** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 650 GPM with 77 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Yes**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67846

Driller Name: **Miguel Camarena** License Number: **54592**

Apprentice Name: **Enrique Santos** Apprentice Number: **57578**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**90**	**greenish white sandy clay fairly soft**
90	**140**	**brown sandy clay fairly soft**
140	**160**	**soft,greenish white&brown**
160	**220**	**fairly loose fine sand w/white clay streak**
220	**240**	**lots of sand w/clay streaks**
240	**380**	**soft red sandy clay**
380	**400**	**tight sandy clay w/ clay streaks**
400	**420**	**410 tight sandy clay,410-420 tight clay**
420	**440**	**loose fine red sand w/ little clay**
440	**500**	**fairly loose fine sand w/clay streaks**
500	**520**	**soft red sandy clay**
520	**540**	**red sandy clay firm w/caliche layers**
540	**560**	**fairly firm red/white sandy clay**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
12.75 NEW steel casing +3-280 .375
12.75 NEW S.S Screen 280-440 .030
12.75 NEW steel casing 440-480 .375
12.75 NEW S.S Screen 480-540 .030
24 NEW steel casing 0-42 .375

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302377

Owner:	**Midland County Fresh Water Supply Distri**	Owner Well #:	**Well 10**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-6**
		Latitude:	**31° 57' 22" N**
Well Location:	**Kermitt, TX 79745**	Longitude:	**103° 15' 17" W**
Well County:	**Winkler**	Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **9/24/2012** Drilling End Date: **9/28/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**510**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
135	**510**	**Gravel**	**12-20**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**135**	**170 cement**
135	**140**	**10 Bentonite**

Seal Method: **pumped through tremie pipe**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **115 ft.** below land surface on **2012-10-04** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 700 GPM with 70 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Yes**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67846

Driller Name: **Miguel Camarena** License Number: **54592**

Apprentice Name: **Enrique Santos** Apprentice Number: **57578**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**90**	**greenish white sandy clay fairly soft**
90	**140**	**brown sandy clay fairly soft**
140	**160**	**soft,greenish white&brown**
160	**220**	**fairly loose fine sand w/white clay streak**
220	**240**	**lots of sand w/clay streaks**
240	**380**	**soft red sandy clay**
380	**400**	**tight sandy clay w/ clay streaks**
400	**420**	**410 tight sandy clay,410-420 tight clay**
420	**440**	**loose fine red sand w/ little clay**
440	**500**	**fairly loose fine sand w/clay streaks**
500	**520**	**soft red sandy clay**
520	**540**	**red sandy clay firm w/caliche layers**
540	**560**	**fairly firm red/white sandy clay**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
24 NEW steel casing 0-42 .375
12.75 NEW steel casing +3-158 .375
12.75 NEW steel casing 158-160 .375
12.75 NEW S.S screen 160-220 .030
12.75 NEW steel casing 220-222 .375
12.75 NEW steel casing 222-418 .375
12.75 NEW steel casing 418-420 .375
12.75 NEW S.S Screen 420-500 .030
12.75 NEW steel casing 500-502 .375
12.75 NEW steel casing 502-510 .375

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302473

Owner:	**Midland County Fresh Water Supply Distri**	Owner Well #:	**Well 11**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-6**
		Latitude:	**31° 57' 18" N**
Well Location:	**Kermitt, TX 79745**	Longitude:	**103° 17' 05" W**
Well County:	**Winkler**	Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **10/8/2012** Drilling End Date: **10/10/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**550**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
140	**550**	**Gravel**	**12-20**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**135**	**170 Cement**
135	**140**	**10 Bentonite**

Seal Method: **Unknown**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **131 ft.** below land surface on **2012-10-13** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 850 GPM with 35 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Unknown**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Unknown**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67846

Driller Name: **Miguel Camarena** License Number: **54592**

Apprentice Name: **Enrique Santos** Apprentice Number: **57578**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**20**	**hard fine sand silt to 10**
20	**140**	**hard sandy clays white/brtown/reddish**
140	**180**	**hard white/brown sandy clay**
180	**220**	**very tight fine sand w/ clay streaks**
220	**260**	**tight fine sand w/ clay streaks**
260	**340**	**fairly tight fine sand w/ little clay**
340	**380**	**fairly loose fine sand w/ little clay**
380	**540**	**loose fine sand w/ little clay**
540	**560**	**5 of clean sand 5 clayey sand,10 sandy**
560	**580**	**blueish gray clay w/ little sand**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.)	New/Used	Type	Setting From/To (ft.)
24	**new**	**steel**	**casing 0.42 .375**
12.75	**new**	**steel**	**casing +3-178 .375**
12.75	**new**	**steel**	**casing 178-180 .375**
12.75	**new**	**S.S**	**screen 180-540 .030**
12.75	**new**	**steel**	**casing 540-542 .375**
12.75	**new**	**steel**	**casing 542-550 .375**

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302476

Owner:	**Midland County Fresh Water Supply Distri**	Owner Well #:	**Well 12**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-6**
		Latitude:	**31° 57' 27" N**
Well Location:	**Kermitt, TX 79745**	Longitude:	**103° 16' 37" W**
Well County:	**Winkler**	Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **9/27/2012** Drilling End Date: **10/2/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**650**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
140	**650**	**Gravel**	**12-20**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**135**	**170 Cement**
135	**140**	**10 Bentonite**

Seal Method: **Unknown**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **129 ft.** below land surface on **2012-10-01** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 850 GPM with 42 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Unknown**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Unknown**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67846

Driller Name: **Miguel Camarena** License Number: **54592**

Apprentice Name: **Enrique Santos** Apprentice Number: **57578**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**6**	**surface, fine sand, caliche**
6	**21**	**cememnted,caliche, (HARD)**
21	**180**	**brown,white,cemented sand,caliche**
180	**213**	**red sandy,silty red sand fairly loose**
213	**237**	**red clay,some brown,few silty clay**
237	**277**	**sand,silty,sandy clays**
277	**290**	**brown white clay**
290	**308**	**sand,silty,few sandy clays**
308	**480**	**red silty sand, red clay fairly loose**
480	**517**	**red silty sand,thin clays**
517	**530**	**red-brown clay**
530	**620**	**red silty sand**
620	**640**	**silty sand clay mixed**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
24 new steel casing 0.42 .375
12.75 new steel casing +3-180 .375
12.75 new S.S Screen 180-640 .030
12.75 new steel casing 640-650 .375

IMPORTANT NOTICE FOR PERSONS HAVING WELLS DRILLED CONCERNING CONFIDENTIALITY

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302479

Owner:	**Midland County Fresh Water Supply Distri**	Owner Well #:	**Well 13**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-3**
Well Location:	**Kermitt, TX 79745**	Latitude:	**31° 57' 34" N**
Well County:	**Winkler**	Longitude:	**103° 16' 10" W**
		Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **10/4/2012** Drilling End Date: **10/9/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**650**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
140	**650**	**Gravel**	**12-20**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**135**	**170 Cement**
135	**140**	**10 Bentonite**

Seal Method: **Unknown**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **129 ft.** below land surface on **2012-10-08** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 857 GPM with 103 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Unknown**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Unknown**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67846

Driller Name: **Miguel Camarena** License Number: **54592**

Apprentice Name: **Enrique Santos** Apprentice Number: **57578**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**8**	**surface top soil fine loose sand**
8	**35**	**caliche w/ clay strips**
35	**120**	**red sticky clay loose circ 49-120**
120	**160**	**red clay w/white rock strips**
160	**180**	**white sandy clay w/ rock strips**
180	**200**	**brown and red sandy clay**
200	**220**	**brown sandy clay w/fine sand strips**
220	**320**	**fine fairly loose brown sand w/little clay**
320	**360**	**brown,red,gray snady clay**
360	**400**	**red clay w/sandy clay strips**
400	**640**	**fine,fairly loose red sand clay mix**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
24 new steel casing 0.42 .375
12.75 new steel casing +3-220 .375
12.75 new S.S Screen 220-300 .030
12.75 new steel casing 300-400 .375
12.75 new S.S Screen 400-640 .030
12.75 new steel casing 640-650 .375

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P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302480

Owner:	**Midland County Fresh Water Supply Distri**	Owner Well #:	**Well 14**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-3**
Well Location:	**Kermitt, TX 79745**	Latitude:	**31° 57' 41" N**
Well County:	**Winkler**	Longitude:	**103° 15' 42" W**
		Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **9/22/2012** Drilling End Date: **9/27/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**570**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
140	**570**	**Gravel**	**12-20**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**135**	**170 Cement**
135	**140**	**10 Bentonite**

Seal Method: **Unknown**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **134 ft.** below land surface on **2012-09-26** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 600 GPM with 98 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Unknown**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Unknown**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67846

Driller Name: **Miguel Camarena** License Number: **54592**

Apprentice Name: **Enrique Santos** Apprentice Number: **57578**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**5**	**surface top soil**
5	**55**	**caliche w/gray sandy clay**
55	**120**	**red sticky clay w/sandy clay**
120	**140**	**red clay w/ white rock strips**
140	**160**	**red&brown sandy clay w/white rock strip**
160	**180**	**red clay w/ brown sandy clay strip**
180	**200**	**brown sandy clay to fine fairly loose sand**
200	**400**	**fine fairly loose brown sand w/little clay**
400	**420**	**fine fairly loose red/brown sand gray clay**
420	**440**	**brown&red sandy clay to fine loose sand**
440	**460**	**fine fairly loose brown/red sand**
460	**480**	**gray&red sandy clay w/ fine sand strips**
480	**640**	**fine fairly loose.red sand,clay mix**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
24 new steel casing 0.42 .375
12.75 new steel casing +3-180 .375
12.75 new S.S Screen 180-300 .030
12.75 new steel casing 300-330 .375
12.75 new S.S Screen 330-400 .030
12.75 new steel casing 400-500 .375
12.75 new S.S Screen 500-560 .030
12.75 new steel casing 560-570 .375

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302488

Owner:	**Midland County Fresh Water Supply Distri**	Owner Well #:	**Well 22**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-3**
Well Location:	**Kermitt, TX 79745**	Latitude:	**31° 58' 04" N**
Well County:	**Winkler**	Longitude:	**103° 15' 34" W**
		Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **9/16/2012** Drilling End Date: **9/21/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**650**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
140	**650**	**Gravel**	**12-20**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**135**	**170 Cement**
135	**140**	**10 Bentonite**

Seal Method: **Unknown**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **128 ft.** below land surface on **2012-09-20** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 850 GPM with 54 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Unknown**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Unknown**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67846

Driller Name: **Miguel Camarena** License Number: **54592**

Apprentice Name: **Enrique Santos** Apprentice Number: **57578**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**6**	**surface top soil**
6	**17**	**brown sandy clay**
17	**34**	**caliche**
34	**90**	**brown and gray sandy clay**
90	**220**	**red sticky clay w/ sandy strips (200-220)**
220	**240**	**red sandy clay fine to fairly loose sand**
240	**320**	**fine fairly loose red dirty sand clay mix**
320	**360**	**fine faily loose red sand**
360	**380**	**brown sandy clay to fine fairly loose red**
380	**640**	**fine fairly loose red sand little clay mix**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
24 new steel casing 0.42 .375
12.75 new steel casing +3-218 .375
12.75 new steel casing 218-220 .375
12.75 new S.S Casing 220-640 .030
12.75 new steel casing 640-642 .375
12.75 new steel casing 642-650 .375

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P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302493

Owner:	**Midland County Fresh Water Supply Distri**	Owner Well #:	**Well 23**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-3**
		Latitude:	**31° 57' 56" N**
Well Location:	**Kermitt, TX 79745**	Longitude:	**103° 16' 01" W**
Well County:	**Winkler**	Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **10/5/2012** Drilling End Date: **10/11/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**650**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
140	**640**	**Gravel**	**12-20**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**135**	**170 Cement**
135	**140**	**10 Bentonite**

Seal Method: **Unknown**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **131 ft.** below land surface on **2012-10-10** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 857 GPM with 74 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Unknown**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Unknown**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67846

Driller Name: **Miguel Camarena** License Number: **54592**

Apprentice Name: **Enrique Santos** Apprentice Number: **57578**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**2**	**surface**
2	**20**	**caliche w/ sand strips**
20	**45**	**gray tight sandy clay**
45	**120**	**red sticky clay**
120	**140**	**red sticky clay w/ brown sandy clay strip**
140	**160**	**red & brown sandy clay**
160	**180**	**red&brown sandy clay w/ white rock strip**
180	**200**	**brown&gray sandy clay**
200	**220**	**brown sandy clay w/ white rock strips**
220	**240**	**brown sandy clay w/fine dirty sand strip**
240	**320**	**fine fairly loose brown/red sand**
320	**340**	**fine fairly loose brown sand w/ gray sand**
340	**360**	**brown,red,gray sandy clay**
360	**380**	**brown sandy clay&w/ fine dirty strips**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
24 new steel casing 0.42 .375
12.75 new steel casing +3-240 .375
12.75 new S.S Casing 240-320 .030
12.75 new steel casing 320-380 .375
12.75 new S.S Casing 380-640 .030
12.75 new steel casing 640-650 .375

380	**500**	**fine fairly loose dirty sand w/ clay mix**
500	**640**	**fine fairly loose red sand white sandy strip clay mix**

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302495

Owner:	**Midland County Fresh Water Supply Distri**	Owner Well #:	**Well 24**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-3**
Well Location:	**Kermitt, TX 79745**	Latitude:	**31° 57' 50" N**
Well County:	**Winkler**	Longitude:	**103° 16' 30" W**
		Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **9/13/2012** Drilling End Date: **9/18/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**650**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
135	**650**	**Gravel**	**12-20**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**130**	**170 Cement**
130	**135**	**10 Bentonite**

Seal Method: **Unknown**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **134 ft.** below land surface on **2012-09-17** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 857 GPM with 64 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Unknown**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Unknown**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67846

Driller Name: **Miguel Camarena** License Number: **54592**

Apprentice Name: **Enrique Santos** Apprentice Number: **57578**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**4**	**surface top soil**
4	**17**	**red sandy clay**
17	**23**	**tan sandy clay**
23	**120**	**red clay**
120	**140**	**brown sandy clay**
140	**160**	**brown sandy clay to fine fairly loose sand**
160	**240**	**fairly loose sand w/clay mix**
240	**260**	**fine fairly loose w/clay mix sand clay strip**
260	**280**	**red sandy clay w/fine dirty sand strips**
280	**300**	**red&graysandy clay**
300	**320**	**gray brown&red clay**
320	**340**	**brown sandy clay w/fine dirty sand strips**
340	**360**	**fine fairly loose sand w/ yellow clay mix**
360	**380**	**yellow sandy clay- fine fairly loose sand**
380	**400**	**fine fairly loose sand w/ little clay mix**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
24 new steel casing 0.42 .375
12.75 new steel casing +3-160 .375
12.75 new S.S screen 160-260 .030
12.75 new steel casing 260-340 .375
12.75 new S.S screen 340-640 .030
12.75 new steel casing 640-650 .375

400	**460**	**fine fairly loose red sand**

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302498

Owner:	**Midland County Fresh Water Supply Distri**	Owner Well #:	**Well 29**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-3**
Well Location:	**Kermitt, TX 79745**	Latitude:	**31° 58' 34" N**
Well County:	**Winkler**	Longitude:	**103° 15' 42" W**
		Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **10/1/2012** Drilling End Date: **10/7/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**570**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
140	**570**	**Gravel**	**12-20**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**135**	**170 Cement**
135	**140**	**10 Bentonite**

Seal Method: **Unknown**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **139 ft.** below land surface on **2012-10-06** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 857 GPM with 39 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Unknown**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Unknown**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67846

Driller Name: **Miguel Camarena** License Number: **54592**

Apprentice Name: **Enrique Santos** Apprentice Number: **57578**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**14**	**surface**
14	**20**	**cemented sand**
20	**41**	**red clay cemented sand**
41	**111**	**red clay firm&sticky**
111	**159**	**red clay,few silty**
159	**180**	**red silty sand red clay few lidges**
180	**221**	**sand silty**
221	**273**	**red brown sandy little sand few loose**
273	**297**	**red clay**
297	**343**	**san dsilty red fairly loose**
343	**360**	**red brown sandy clay silty sand mixed**
360	**561**	**sand silty thin clay fairly loose**
561	**586**	**red clay silty sand**
586	**600**	**red clay**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
24 new steel casing 0.42 .375
12.75 new steel casing +3-200 .375
12.75 new S.S screen 200-230 .030
12.75 new steel casing 230-360 .375
12.75 new S.S screen 360-560 .030
12.75 new steel casing 560-570 .375

IMPORTANT NOTICE FOR PERSONS HAVING WELLS DRILLED CONCERNING CONFIDENTIALITY

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302503

Owner:	**Midland County Fresh Water Supply Distri**	Owner Well #:	**Well 30**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-3**
		Latitude:	**31° 58' 23" N**
Well Location:	**Kermitt, TX 79745**	Longitude:	**103° 15' 15" W**
Well County:	**Winkler**	Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **9/8/2012** Drilling End Date: **9/13/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**650**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
140	**650**	**Gravel**	**12-20**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**135**	**170 Cement**
135	**140**	**10 Bentonite**

Seal Method: **Unknown**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **143 ft.** below land surface on **2012-09-19** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 850 GPM with 38 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Unknown**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Unknown**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67846

Driller Name: **Miguel Camarena** License Number: **54592**

Apprentice Name: **Enrique Santos** Apprentice Number: **57578**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**1.5**	**surface top soil**
1.5	**40**	**caliche w/ rock&sand strips**
40	**120**	**red clay&shale**
120	**140**	**red sandy clay**
140	**200**	**red sandy clay w/ fine dirty sand strips**
200	**260**	**fine fairly loose dirty sand w/ clay mix**
260	**420**	**fine loose sand**
420	**460**	**fine loose tan color to red sand**
460	**480**	**gray and red sandy clay w/fine sand strip**
480	**640**	**fine fairly loose sand w/clay mix sand strips 500-520**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.)	New/Used	Type	Setting From/To (ft.)
24	**new**	**steel**	**casing 0.42 .375**
12.75	**new**	**steel**	**casing +3-200 .375**
12.75	**new**	**S.S**	**screen 200-640 .030**
12.75	**new**	**steel**	**casing 640-650 .375**

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STATE OF TEXAS WELL REPORT for Tracking #302723

Owner:	**Midland County Fresh Water Supply Distri**	Owner Well #:	**Well 4**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-6**
		Latitude:	**31° 56' 39" N**
Well Location:	**Kermitt, TX 79745**	Longitude:	**103° 16' 19" W**
Well County:	**Winkler**	Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **9/18/2012** Drilling End Date: **9/24/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**630**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
140	**630**	**Gravel**	**12-20**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**135**	**170 Cement**
135	**140**	**10 Bentonite**

Seal Method: **Unknown**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **121 ft.** below land surface on **2012-09-23** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 857 GPM with 138 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Unknown**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Unknown**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67846

Driller Name: **Miguel Camarena** License Number: **54592**

Apprentice Name: **Enrique Santos** Apprentice Number: **57578**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**20**	**white and grey sandy clay**
20	**75**	**brown and blue sandy clay**
75	**220**	**soft red clay**
220	**260**	**red sandy clay soft**
260	**340**	**fairly tight red sandy clay**
340	**500**	**fairly loose fine sand w/ little clay mix**
500	**520**	**very loose fine sand**
520	**620**	**fairly loose fine sand w/ clay mix**
620	**640**	**fairly loose fine sand w/some clay strips**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
24 new steel casing 0.42 .375
12.75 new steel casing +3-340 .375
12.75 new S.S screen 340-620 .030
12.75 new steel casing 620-630 .375

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(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302748

Owner:	**Midland County Fresh Water Supply Disctr**	Owner Well #:	**25**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-3**
		Latitude:	**31° 57' 45" N**
Well Location:	**Kermitt, TX 79745**	Longitude:	**103° 17' 06" W**
Well County:	**Winkler**	Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **9/28/2012** Drilling End Date: **10/1/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**655**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
135	**655**	**Gravel**	**12-20**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**130**	**170 cement**
130	**135**	**10 bentonite**

Seal Method: **Unknown**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **139 ft.** below land surface on **2012-09-30** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 139 GPM with 163 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Unknown**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Unknown**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67846

Driller Name: **Randy Taylor** License Number: **2366**

Apprentice Name: **Kenneth Bumpas** Apprentice Number: **58150**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**3**	**surface top soil**
3	**120**	**red&tan sandy clay**
120	**180**	**fine little tight dirty sand w/clay mix**
180	**200**	**fairly fine loose dirty sand little clay mix**
200	**220**	**fine fairly loose red sand w/little clay mix**
220	**280**	**fine fairly loose red sand**
280	**320**	**fine fairly loose red sandw/cemented sand strip**
320	**540**	**fine fairly loose red sand**
540	**560**	**fine fairly loose red sand w/little clay mix**
560	**620**	**fine fairly loose red sand**
620	**640**	**fine fairly loose red sand w/little gray clay mix**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
24 NEW steel casing 0.42 .375
12.75 NEW steel casing +3-160 .375
12.75 NEW S.S screen 160-640 .030
12.75 NEW steel casing 640-655 .375

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(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302785

Owner:	**Midland County Fresh Water Supply Distri**	Owner Well #:	**26**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-2**
Well Location:	**Kermitt, TX 79745**	Latitude:	**31° 58' 10" N**
Well County:	**Winkler**	Longitude:	**103° 17' 38" W**
		Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **9/29/2012** Drilling End Date: **10/3/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**655**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
140	**655**	**Gravel**	**12-20**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**135**	**170 Cement**
135	**140**	**10 bentonite**

Seal Method: **Unknown**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **153 ft.** below land surface on **2012-10-03** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 850 GPM with 57 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Unknown**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Unknown**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67836

Driller Name: **Randy Taylor** License Number: **2366**

Apprentice Name: **Kenneth Bumpas** Apprentice Number: **58150**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**20**	**brown to red soft clay**
20	**60**	**white to red sandy clay**
60	**140**	**red sandy clay w/little shale**
140	**160**	**red sandy clay w/clay strips**
160	**180**	**soft red sandy clay w/clay strips**
180	**220**	**fairly loose fine sand w/few clay strips**
220	**240**	**fairly soft sand & red clay w/white strips**
240	**260**	**fairly soft white,gray,blue sandy clays**
260	**280**	**fairly soft gray&blue clay w/ sand strips**
280	**300**	**fairly soft sandy gray clay**
300	**640**	**fairly loose fine sand w/ little clay**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
24 NEW steel casing 0.42 .375
12.75 NEW steel casing +3-280 .375
12.75 NEW S.S screen 280-640 .030
12.75 NEW steel casing 640-655 .375

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302787

Owner:	**Midland County Fresh Water Supply Distri**	Owner Well #:	**27**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-3**
Well Location:	**Kermitt, TX 79745**	Latitude:	**31° 58' 09" N**
Well County:	**Winkler**	Longitude:	**103° 16' 54" W**
		Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **10/9/2012** Drilling End Date: **10/15/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**635**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
140	**633**	**Gravel**	**12-20**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**135**	**170 Cement**
135	**140**	**10 bentonite**

Seal Method: **Unknown**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **140 ft.** below land surface on **2012-10-14** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 857 GPM with 41 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Unknown**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Unknown**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67836

Driller Name: **Randy Taylor** License Number: **2366**

Apprentice Name: **Kenneth Bumpas** Apprentice Number: **58150**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

From (ft)	To (ft)	Description
0	**10**	**surface top soil**
10	**33**	**caliche w/rock & clay strips**
33	**120**	**red clay w/shale strips**
120	**140**	**red and tan sandy clay**
140	**160**	**fine fairly loose sand w/ clay mix&strips**
160	**200**	**fine fairly loose dirty sand w/clay mix&strips**
200	**220**	**brown and red sandy clay**
220	**240**	**brown and red sandy clay to fine fairly loose sand**
240	**640**	**fine fairly loose red sand 620-640 sandy clay strips**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.)	New/Used	Type	Setting From/To (ft.)
24	**NEW**	**steel casing**	**0.42 .375**
12.75	**NEW**	**steel casing**	**+3-240 .375**
12.75	**NEW**	**S.S screen**	**240-620 .030**
12.75	**NEW**	**steel casing**	**620-635 .375**

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Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302793

Owner:	**Midland County Fresh Water Supply Distri**	Owner Well #:	**41**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-3**
		Latitude:	**31° 58' 09" N**
Well Location:	**Kermitt, TX 79745**	Longitude:	**103° 15' 08" W**
Well County:	**Winkler**	Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **9/17/2012** Drilling End Date: **9/23/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**655**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
140	**655**	**Gravel**	**12-20**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**135**	**170 Cement**
135	**140**	**10 bentonite**

Seal Method: **Unknown**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **138 ft.** below land surface on **2012-09-22** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 850 GPM with 24 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Unknown**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Unknown**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67836

Driller Name: **Randy Taylor** License Number: **2366**

Apprentice Name: **Kenneth Bumpas** Apprentice Number: **58150**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**35**	**greenish white sandy soft clay**
35	**140**	**brownish red sandy soft clay**
140	**160**	**fairly soft sandy red clay w/few streaks**
160	**180**	**fairly stiff sandy red clay**
180	**200**	**18fairly loose clayey fine sand 3 of clay**
200	**240**	**loose fine sand w/clay streaks**
240	**260**	**fairly soft sandy red clay w/sand streaks**
260	**280**	**fairly soft sandy red clay**
280	**300**	**fairly soft sandy red clay w/ blue clay**
300	**320**	**fairly tight blue&red clay**
320	**340**	**fairly soft blue&red clay**
340	**360**	**fairly soft red&blue clay then sand&clay**
360	**560**	**fairly loose fine sand w/clay streaks**
560	**580**	**fairly loose fine sand red&blue clay**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
24 NEW steel casing 0.42 .375
12.75 NEW steel casing +3-360 .375
12.75 NEW S.S screen 360-640 .030
12.75 NEW steel casing 640-655 .375

580	**640**	**fairly loose fine sand w/ clay & clay streaks**

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Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302802

Owner:	**Midland County Fresh Water Supply Distri**	Owner Well #:	**46**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-6**
Well Location:	**Kermitt, TX 79745**	Latitude:	**31° 56' 53" N**
Well County:	**Winkler**	Longitude:	**103° 17' 18" W**
		Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **9/30/2012** Drilling End Date: **10/6/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**495**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
140	**495**	**Gravel**	**16-30**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**135**	**170 Cement**
135	**140**	**10 bentonite**

Seal Method: **Unknown**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **131 ft.** below land surface on **2012-10-05** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 850 GPM with 106 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Unknown**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Unknown**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67836

Driller Name: **Randy Taylor** License Number: **2366**

Apprentice Name: **Kenneth Bumpas** Apprentice Number: **58150**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

From (ft)	To (ft)	Description
0	**1**	**surface top soil**
1	**33**	**caliche w/rock strips**
33	**120**	**red&brown sandy clay**
120	**160**	**fine little tight brown sand w/little clay mix**
160	**200**	**fine fairly loose brown/red sand**
200	**260**	**fine fairly loose red sand**
260	**340**	**fine loose red sand**
340	**380**	**fine fairly loose red sand w/little mix**
380	**400**	**fine fairly loose red sand-gray clay**
400	**420**	**gray sandy clay to fine fairly loose sand**
420	**440**	**fine fairly loose red sand w/some clay mix**
440	**460**	**fine fairly loose red sand w/little clay mix**
460	**480**	**fine fairly loose red dirty sand w/clay mix**
480	**500**	**red sticky clay**
500	**520**	**red and brown soft clay**
520	**540**	**red and brown w/rock strips**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.)	New/Used	Type	Setting From/To (ft.)
24	**NEW**	**steel casing**	**0.42 .375**
12.75	**NEW**	**steel casing**	**+3-200 .375**
12.75	**NEW**	**S.S screen**	**200-480 .020**
12.75	**NEW**	**steel casing**	**480-495 .375**

IMPORTANT NOTICE FOR PERSONS HAVING WELLS DRILLED CONCERNING CONFIDENTIALITY

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302812

Owner:	**Midland County Fresh Water Supply Distri**	Owner Well #:	**48**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-3**
Well Location:	**Kermitt, TX 79745**	Latitude:	**31° 58' 18" N**
Well County:	**Winkler**	Longitude:	**103° 15' 59" W**
		Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **9/28/2012** Drilling End Date: **10/6/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**655**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
140	**655**	**Gravel**	**12-20**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**135**	**170 Cement**
135	**140**	**10 bentonite**

Seal Method: **Unknown**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **133 ft.** below land surface on **2012-10-03** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 756 GPM with 52 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Unknown**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Unknown**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67836

Driller Name: **Randy Taylor** License Number: **2366**

Apprentice Name: **Kenneth Bumpas** Apprentice Number: **58150**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**30**	**white&gray sandy clay**
30	**60**	**red&brown soft sandy clay**
60	**80**	**lost circulation added hulls**
80	**140**	**red soft clay**
140	**200**	**soft brownish sandy clay**
200	**220**	**fairly soft red&white sandy clay**
220	**240**	**fairly soft very sandy brownish red clay**
240	**260**	**fairly loose fine sand w/clay streaks**
260	**280**	**fairly loose fine sand w/little streaks**
280	**320**	**fairly loose sand w/few streaks**
320	**360**	**red&white sandy soft clay**
360	**380**	**light brown soft sandy clay**
380	**420**	**10 of sandy clay then clayey sand**
420	**440**	**5of sandy clay 15of fine loose sand**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
24 NEW steel casing 0.42 .375
12.75 NEW steel casing +3-240 .375
12.75 NEW S.S screen 240-320 .030
12.75 NEW steel casing 320-440 .375
12.75 NEW S.S screen 440-640 .030
12.75 NEW steel casing 640-655 .375

440	**600**	**loose fine tan sand w/little clay (orange)**
600	**640**	**fine fairly loose red sand w/little clay**

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302816

Owner:	**Midland County Fresh Water Supply Distri**	Owner Well #:	**55**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-3**
Well Location:	**Kermitt, TX 79745**	Latitude:	**31° 58' 01" N**
Well County:	**Winkler**	Longitude:	**103° 15' 12" W**
		Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **10/3/2012** Drilling End Date: **10/18/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**635**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
140	**635**	**Gravel**	**12-20**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**135**	**170 Cement**
135	**140**	**10 bentonite**

Seal Method: **Unknown**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **127 ft.** below land surface on **2012-10-18** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 850 GPM with 134 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Unknown**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Unknown**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67836

Driller Name: **Randy Taylor** License Number: **2366**

Apprentice Name: **Kenneth Bumpas** Apprentice Number: **58150**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**4**	**fine sand & silt**
4	**6**	**caliche**
6	**30**	**brown soft sandy clay**
30	**120**	**brownish red clay**
120	**200**	**red sandy clay w/sand streaks**
200	**220**	**red clayey sand**
220	**240**	**tan sandy clay w/few sand streaks**
240	**300**	**reddish brown clayey sand w/clay streaks**
300	**320**	**fairly loose cayey sand w/clay streaks**
320	**340**	**fairly loose fine sand clay streaks**
340	**380**	**fairly loose fine sand w/little clay**
380	**420**	**loose fine sand w/few small caliche layer**
420	**440**	**loose fine sand w/ little clay**
440	**460**	**loose fine sand w/ clay streaks**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
24 NEW steel casing 0.42 .375
12.75 NEW steel casing +3-300 .375
12.75 NEW S.S screen 200-620 .030
12.75 NEW steel casing 620-635 .375

460	**480**	**15clayey sand 5loose fine sand**
480	**600**	**fairly loose fine sand w/clay streaks**
600	**620**	**soft dark red clay w/ lots of sand streaks**
620	**640**	**fairly hard red&yellow claystone**

IMPORTANT NOTICE FOR PERSONS HAVING WELLS DRILLED CONCERNING CONFIDENTIALITY

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302818

Owner:	**Midland County Fresh Water Supply Distri**	Owner Well #:	**58**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-3**
Well Location:	**Kermitt, TX 79745**	Latitude:	**31° 58' 19" N**
Well County:	**Winkler**	Longitude:	**103° 15' 38" W**
		Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **10/15/2012** Drilling End Date: **10/21/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**655**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
140	**655**	**Gravel**	**12-20**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**135**	**170 Cement**
135	**140**	**10 bentonite**

Seal Method: **Unknown**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **135 ft.** below land surface on **2012-10-20** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 850 GPM with 31 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Unknown**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Unknown**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67836

Driller Name: **Randy Taylor** License Number: **2366**

Apprentice Name: **Kenneth Bumpas** Apprentice Number: **58150**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**35**	**fine loose sand & clay w/caliche strips**
35	**120**	**red clay w/some sticky clay strips**
120	**140**	**red clay**
140	**160**	**red&white clay w/little sand mix**
160	**220**	**fine fairly loose sand w/clay mix**
220	**280**	**fine fairly loose sand w/clay strips**
280	**320**	**fine fairly loose sand w/little clay mix**
320	**340**	**fine fairly loose sand**
340	**400**	**fine fairly loose sane w/cla mix**
400	**440**	**fien fairly loose sand**
440	**480**	**fine fairly loose sand w/loose sand strips**
480	**580**	**fine fairly loose sand**
580	**600**	**fine fairly loose sand w/loose sand strips**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
24 NEW steel casing 0.42 .375
12.75 NEW steel casing +3-280 .375
12.75 NEW S.S screen 280-640 .030
12.75 NEW steel casing 640-655 .375

600	**640**	**fien fairly loose sand w/little clay mix**

IMPORTANT NOTICE FOR PERSONS HAVING WELLS DRILLED CONCERNING CONFIDENTIALITY

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302821

Owner:	**Midland County Fresh Water Supply Distri**	Owner Well #:	**59**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-3**
Well Location:	**Kermitt, TX 79745**	Latitude:	**31° 57' 58" N**
Well County:	**Winkler**	Longitude:	**103° 16' 43" W**
		Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **10/11/2012** Drilling End Date: **10/16/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**595**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
140	**595**	**Gravel**	**12-20**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**135**	**170 Cement**
135	**140**	**10 bentonite**

Seal Method: **Unknown**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **146 ft.** below land surface on **2012-10-15** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 857 GPM with 68 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Unknown**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Unknown**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67836

Driller Name: **Randy Taylor** License Number: **2366**

Apprentice Name: **Kenneth Bumpas** Apprentice Number: **58150**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**5**	**red fine sand&silt**
5	**30**	**sandy clay fairly soft w/sand streaks**
30	**50**	**soft caliche white sandy clay**
50	**120**	**fairly soft red sandy clya w/sand streaks**
120	**140**	**fairly tight fine sand w/some cemented 140-160 clayey fine sand w/cemented streaks**
160	**180**	**soft loose clayey sand**
180	**200**	**fairly loose soft sandy clay**
200	**220**	**brown sandy clay w/cemented sand layers**
220	**240**	**fairly loose fine sand w/few clay streaks**
240	**260**	**10brown sandy clay,10 of green sandy clay**
260	**280**	**red&green soft sandy clay w/more sand**
280	**320**	**loose clayey sand w/clay streaks**
320	**400**	**loose fine sand w/few clay streaks**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
24 NEW steel casing 0.42 .375
12.75 NEW steel casing +3-280 .375
12.75 NEW S.S screen 280-580 .030
12.75 NEW steel casing 580-595 .375

400	**440**	**loose fine sand no clay**
440	**460**	**loose fine sand w/some clay**
460	**500**	**loose medium fine sand w/ no clay**
500	**520**	**loose fien sand w/ a trace of white clay**
520	**580**	**loose fien sand no clay**
580	**600**	**red&white soft sandy clay**
600	**620**	**red&white soft sandy clay lose circulation at 615**

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302825

Owner:	**Midland County Fresh Water Supply Distri**	Owner Well #:	**60**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-6**
Well Location:	**Kermitt, TX 79745**	Latitude:	**31° 57' 14" N**
Well County:	**Winkler**	Longitude:	**103° 16' 48" W**
		Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **10/11/2012** Drilling End Date: **10/15/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**515**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
140	**515**	**Gravel**	**12-20**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**135**	**170 Cement**
135	**140**	**10 bentonite**

Seal Method: **Unknown**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **127 ft.** below land surface on **2012-10-14** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 857 GPM with 43 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Unknown**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Unknown**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67836

Driller Name: **Randy Taylor** License Number: **2366**

Apprentice Name: **Kenneth Bumpas** Apprentice Number: **58150**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**20**	**sandy w/caliche layers**
20	**120**	**red&white sandy clay fairly loose**
120	**140**	**red&white clay w/little sand mix**
140	**180**	**fine fairly loose sand w. clay**
180	**360**	**fine fairy loose sand w/ little clay mix**
360	**380**	**fine fairly loose sand w/little clay fine loose sand strips**
380	**500**	**fine fairly loose sand**
500	**520**	**fine fairly loose sand w/white clay mix**
520	**540**	**white gray and red clay**
540	**560**	**gray red clay mix**
560	**580**	**red white gray clay**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
24 NEW steel casing 0.42 .375
12.75 NEW steel casing +3-200 .375
12.75 NEW S.S screen 200-500 .030
12.75 NEW steel casing 500-515 .375

IMPORTANT NOTICE FOR PERSONS HAVING WELLS DRILLED CONCERNING CONFIDENTIALITY

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302908

Owner:	**Midland County Fresh Water Supply Disctr**	Owner Well #:	**3**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-6**
		Latitude:	**31° 56' 23" N**
Well Location:	**Kermitt, TX 79745**	Longitude:	**103° 16' 48" W**
Well County:	**Winkler**	Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **9/25/2012** Drilling End Date: **9/29/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**555**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
135	**555**	**Gravel**	**16-30**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**130**	**170 cement**
130	**135**	**10 bentonite**

Seal Method: **Unknown**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **124 ft.** below land surface on **2012-09-28** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 850 GPM with 62 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Unknown**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Unknown**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67846

Driller Name: **Randy Taylor** License Number: **2366**

Apprentice Name: **Kenneth Bumpas** Apprentice Number: **58150**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**2**	**surface top soil**
2	**80**	**white tight sandy clay**
80	**120**	**brown sandy clay**
120	**160**	**fine little tight sand w/clay mix**
160	**200**	**fine fairly loose sand**
200	**220**	**brown&red sandy clay w/ fine fairly loose red sand strips**
220	**300**	**fine fairly loose red sand**
300	**320**	**fine fairly loose red sand w/ red shale strip**
320	**540**	**fine fairly loose red sand**
540	**580**	**fine little tight dirty sand w/ clay mix**
580	**600**	**brown&red clay w/ hard white rockstrip**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
24 NEW steel casing 0.42 .375
12.75 NEW steel casing +3-160 .375
12.75 NEW S.S screen 160-540 .020
12.75 NEW steel casing 540-555 .375

IMPORTANT NOTICE FOR PERSONS HAVING WELLS DRILLED CONCERNING CONFIDENTIALITY

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Appendix H

Well Reports: Monitoring Wells

STATE OF TEXAS WELL REPORT for Tracking #43693

Owner:	**City of Midland**	Owner Well #:	**MH-7**
Address:	**300 N. Loraine Midland, TX 79702**	Grid #:	**46-06-2**
Well Location:	**T-Bar Water Well Field-NW of Kermit Hwy.302 to CR101 N. Kermit Kermit, TX**	Latitude:	**31° 57' 42" N**
		Longitude:	**103° 17' 41" W**
Well County:	**Winkler**	Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Monitor**

Drilling Start Date: **8/3/2004** Drilling End Date: **8/3/2004**

	Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
Borehole:	**7.25**	**0**	**330**

Drilling Method: **Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed; Open Hole; Straight Wall**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
Filter Pack Intervals:	**124**	**330**	**Gravel**	**20/40**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
Annular Seal Data:	**0**	**110**	**25/Cement**
	110	**124**	**3/Bent. Pellets**

Seal Method: **Pump Mix w/tremmie pipe**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Alternative Procedure Used**

Water Level: **145 ft.** below land surface on **2004-08-03** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **White Drilling Company, Inc.**

P.O. Box 906
Clyde, TX 79510

Driller Name: **William B. Atkins** License Number: **54977**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**4**	**Brown sand.**
4	**22**	**Tan sand & caliche.**
22	**78**	**Light brown sand.**
78	**82**	**Yellowish brown tight packed sand.**
82	**152**	**Light brown sand.**
152	**154**	**Light brown & tan sandstone.**
154	**318**	**Light brown sand w/thin layers of sandstone.**
318	**323**	**Sand & gravel.**
323	**330**	**Light brown sand.**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.)	New/Used	Type	Setting From/To (ft.)
4.0	**New**	**PVC**	**Riser 0.0 to 140.0 sch. 40**
4.0	**New**	**PVC**	**Screen 140.0 to 300.0 .020**

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STATE OF TEXAS WELL REPORT for Tracking #43699

Owner:	**City of Midland**	Owner Well #:	**MH-6**
Address:	**300 N. Loraine Midland, TX 79702**	Grid #:	**46-06-5**
Well Location:	**T-Bar Water Well Field-NW of Kermit Hwy.302 to CR101 N. Kermit Kermit, TX**	Latitude:	**31° 57' 24" N**
		Longitude:	**103° 17' 33" W**
Well County:	**Winkler**	Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Monitor**

Drilling Start Date: **8/4/2004** Drilling End Date: **8/5/2004**

	Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
Borehole:	**7.25**	**0**	**320**

Drilling Method: **Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed; Open Hole; Straight Wall**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
Filter Pack Intervals:	**112**	**320**	**Gravel**	**20/40**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
Annular Seal Data:	**0**	**100**	**23/Cement**
	100	**112**	**3/Bent. Pellets**

Seal Method: **Pump Mix w/tremmie pipe**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Alternative Procedure Used**

Water Level: **142.5 ft.** below land surface on **2004-08-05** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **White Drilling Company, Inc.**

P.O. Box 906
Clyde, TX 79510

Driller Name: **William B. Atkins** License Number: **54977**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**4**	**Brown sand.**
4	**15**	**Tan sand & caliche.**
15	**75**	**Light brown sand w/caliche mixed.**
75	**78**	**Tan sand.**
78	**320**	**Light brown sand w/layers of tan sand.**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.)	New/Used	Type	Setting From/To (ft.)
4.0	**New**	**PVC**	**Riser 0.0 to 140.0 sch. 40**
4.0	**New**	**PVC**	**Screen 140.0 to 300.0 .020**

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STATE OF TEXAS WELL REPORT for Tracking #43706

Owner:	**City of Midland**	Owner Well #:	**MH-4**
Address:	**300 N. Loraine Midland, TX 79702**	Grid #:	**46-06-5**
Well Location:	**T-Bar Water Well Field-NW of Kermit Hwy.302 to CR101 N. Kermit Kermit, TX**	Latitude:	**31° 57' 17" N**
		Longitude:	**103° 18' 12" W**
Well County:	**Winkler**	Elevation:	**No Data**
Type of Work:	**New Well**	Proposed Use:	**Monitor**

Drilling Start Date: **7/28/2004** Drilling End Date: **7/28/2004**

	Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
Borehole:	**7.25**	**0**	**320**

Drilling Method: **Air Rotary; Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed; Open Hole; Straight Wall**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
Filter Pack Intervals:	**130**	**300**	**Gravel**	**20/40**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
Annular Seal Data:	**0**	**120**	**27/Cement**
	120	**130**	**3/Bent. Pellets**

Seal Method: **Pump Mix w/tremmie pipe**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Alternative Procedure Used**

Water Level: **179.35 ft.** below land surface on **2004-07-28** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **White Drilling Company, Inc.**

P.O. Box 906
Clyde, TX 79510

Driller Name: **William B. Atkins** License Number: **54977**

Comments: **Hole sanded in from 320.0 to 300.0.**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**7**	**Brown sand.**
7	**35**	**Tan sand & caliche.**
35	**46**	**Light brown sand w/gravel.**
46	**97**	**Yellowish brown & tan sand w/layers of gray siltstone.**
97	**164**	**Brown, gray & tan sandstone w/layers of greenish gray & reddish brown shale.**
164	**238**	**Red shale w/siltstone layers.**
238	**320**	**Red sandstone.**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.)	New/Used	Type	Setting From/To (ft.)
4.0	**New**	**PVC**	**Riser 0.0 to 140.0 sch. 40**
4.0	**New**	**PVC**	**Screen 140.0 to 300.0 .020**

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STATE OF TEXAS WELL REPORT for Tracking #43710

Owner:	**City of Midland**	Owner Well #:	**MH-5**
Address:	**300 N. Loraine Midland, TX 79702**	Grid #:	**46-06-5**
Well Location:	**T-Bar Water Well Field-NW of Kermit Hwy.302 to CR101 N. Kermit Kermit, TX**	Latitude:	**31° 57' 11" N**
		Longitude:	**103° 18' 01" W**
Well County:	**Winkler**	Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Monitor**

Drilling Start Date: **7/29/2004** Drilling End Date: **7/29/2004**

	Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
Borehole:	**7.25**	**0**	**320**

Drilling Method: **Air Rotary**

Borehole Completion: **Filter Packed; Open Hole; Straight Wall**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
Filter Pack Intervals:	**116**	**292**	**Gravel**	**20/40**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
Annular Seal Data:	**0**	**106**	**24/Cement**
	106	**116**	**3/Bent. Pellets**

Seal Method: **Pump Mix w/tremmie pipe**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Alternative Procedure Used**

Water Level: **158 ft.** below land surface on **2004-07-29** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
158.0	**Chlorides**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Yes**

Natural Injurious Constituents	Unnatural Injurious Constituents
	Chlorides

The driller did certify that while drilling, deepening or otherwise altering the above described well, injurious water or constituents was encountered and the landowner or person having the well drilled was informed that such well must be completed or plugged in such a manner as to avoid injury or pollution.

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **White Drilling Company, Inc.**

P.O. Box 906
Clyde, TX 79510

Driller Name: **William B. Atkins** License Number: **54977**

Comments: **Hole sanded in from 320.0 to 292.0.**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**8**	**Brown sand.**
8	**50**	**Tan sand & caliche.**
50	**95**	**Light brown tight packed sand w/gravel.**
95	**105**	**Light brown sand.**
105	**135**	**Yellowish brown sandstone w/layers of greenish gray shale.**
135	**160**	**Light brown sand.**
160	**200**	**Molded brown & tan sandstone w/layers of red & greenish gray shale.**
200	**320**	**Dark reddish brown shale & red siltstone.**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.)	New/Used	Type	Setting From/To (ft.)
4.0	**New**	**PVC**	**Riser 0.0 to 132.0 sch. 40**
4.0	**New**	**PVC**	**Screen 132.0 to 292.0 .020**

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STATE OF TEXAS WELL REPORT for Tracking #119767

Owner:	**City of Midland**	Owner Well #:	**MH-12SR**
Address:	**300 N. Loraine Midland, TX 79702**	Grid #:	**46-06-5**
Well Location:	**T-Bar Water Well Field-NW of Kermit Hwy. 302 & CR 101 Kermit, TX**	Latitude:	**31° 57' 18" N**
		Longitude:	**103° 17' 48" W**
Well County:	**Winkler**	Elevation:	**No Data**
Type of Work:	**New Well**	Proposed Use:	**Monitor**

Drilling Start Date: **7/23/2007** Drilling End Date: **7/24/2007**

	Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
Borehole:	**7.875**	**0**	**394**

Drilling Method: **Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed; Open Hole; Straight Wall**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
Filter Pack Intervals:	**235**	**385**	**Gravel**	**8/16**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
Annular Seal Data:	**0**	**50**	**28/Cement**
	50	**235**	**61/Bent.Pellets**

Seal Method: **Hand Mix**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **145 ft.** below land surface on **2007-07-24** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
145.0	**Chlorides**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Yes**

Natural Injurious Constituents	Unnatural Injurious Constituents
	Chlorides

The driller did certify that while drilling, deepening or otherwise altering the above described well, injurious water or constituents was encountered and the landowner or person having the well drilled was informed that such well must be completed or plugged in such a manner as to avoid injury or pollution.

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **White Drilling Company, Inc.**

P.O. Box 906
Clyde, TX 79510

Driller Name: **John W. White** License Number: **5044**

Apprentice Name: **Randy W. Allen** Apprentice Number: **57573**

Comments: **hole caved in from 394.0 to 385.0 L.F.**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**10**	**Reddish brown sand.**
10	**15**	**Caliche & tan sand.**
15	**25**	**Tannish brown sand.**
25	**60**	**Reddish brown sand.**
60	**165**	**Reddish brown sand & sandstone.**
165	**187**	**Light brown sand.**
187	**192**	**Tannish white hard chert.**
192	**200**	**Light brown sand.**
200	**210**	**Light brown sandy clay.**
210	**236**	**Light brown clay.**
236	**270**	**Brown siltstone.**
270	**358**	**Sandy brown clay w/thin layered siltstone.**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
4.0 New PVC Riser 0.0 to 245.0 sch. 40
4.0 New PVC Screen 245.0 to 385.0 .020

358	**383**	**Brown clay w/thin layered siltstone.**
383	**394**	**Reddish brown shale.**

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STATE OF TEXAS WELL REPORT for Tracking #119778

Owner:	**City of Midland**	Owner Well #:	**MH-11**
Address:	**300 N. Loraine Midland, TX 79702**	Grid #:	**46-06-6**
Well Location:	**T-Bar Water Well Field-NW of Kermit Hwy. 302 & CR 101 Kermit, TX**	Latitude:	**31° 57' 27" N**
		Longitude:	**103° 17' 16" W**
Well County:	**Winkler**	Elevation:	**No Data**
Type of Work:	**New Well**	Proposed Use:	**Monitor**

Drilling Start Date: **7/18/2007** Drilling End Date: **7/19/2007**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
7.875	**0**	**460**

Drilling Method: **Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed; Open Hole; Straight Wall**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
125	**457**	**Gravel**	**8/16**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**50**	**13/Cement**
50	**125**	**19/Bent.Pellets**

Seal Method: **Hand Mix**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **134.5 ft.** below land surface on **2007-07-19** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
134.5	**Chlorides**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Yes**

Natural Injurious Constituents	Unnatural Injurious Constituents
	Chlorides

The driller did certify that while drilling, deepening or otherwise altering the above described well, injurious water or constituents was encountered and the landowner or person having the well drilled was informed that such well must be completed or plugged in such a manner as to avoid injury or pollution.

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **White Drilling Company, Inc.**

P.O. Box 906
Clyde, TX 79510

Driller Name: **John W. White** License Number: **5044**

Apprentice Name: **Randy W. Allen** Apprentice Number: **57573**

Comments: **hole caved in from 460.0 to 457.0 L.F.**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**8**	**Limestone & caliche.**
8	**18**	**Brown sand & caliche.**
18	**24**	**Caliche & tan sand.**
24	**33**	**Tan clayey sand.**
33	**60**	**Tannish brown clayey sand.**
60	**72**	**Brown sandstone & reddish brown sand.**
72	**77**	**Light brown clayey sand.**
77	**94**	**Orange brown clayey sand.**
94	**94.5**	**Thin layer limestone.**
94.5	**100**	**Reddish brown clayey sand.**
100	**105**	**Light brown clayey sand.**
105	**140**	**Reddish brown sand.**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
4.0 New PVC Riser 0.0 to 137.0 sch. 40
4.0 New PVC Screen 137.0 to 457.0 .020

140	**155**	**Orange brown clayey sand.**
155	**310**	**Reddish brown sand & orange brown sand.**
310	**340**	**Reddish brown clayey sand.**
340	**355**	**Reddish brown sandy clay.**
355	**357**	**Light brown and blue gray clay.**
357	**436**	**Light brown sand.**
436	**450**	**Light brown sandy clay.**
450	**460**	**Reddish brown clay.**

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STATE OF TEXAS WELL REPORT for Tracking #119785

Owner:	**City of Midland**	Owner Well #:	**MH-10**
Address:	**300 N. Loraine Midland, TX 79702**	Grid #:	**46-06-6**
Well Location:	**T-Bar Water Well Field-NW of Kermit Hwy. 302 & CR 101 Kermit, TX**	Latitude:	**31° 57' 12" N**
		Longitude:	**103° 17' 18" W**
Well County:	**Winkler**	Elevation:	**No Data**
Type of Work:	**New Well**	Proposed Use:	**Monitor**

Drilling Start Date: **7/16/2007** Drilling End Date: **7/17/2007**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
7.875	**0**	**480**

Drilling Method: **Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed; Open Hole; Straight Wall**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
125	**477**	**Gravel**	**8/16**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**20**	**7/Cement**
20	**125**	**30/Bent.Pellets**

Seal Method: **Hand Mix**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **134.55 ft.** below land surface on **2007-07-17** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
134.55	**Chlorides**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Yes**

Natural Injurious Constituents	Unnatural Injurious Constituents
	Chlorides

The driller did certify that while drilling, deepening or otherwise altering the above described well, injurious water or constituents was encountered and the landowner or person having the well drilled was informed that such well must be completed or plugged in such a manner as to avoid injury or pollution.

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **White Drilling Company, Inc.**

P.O. Box 906
Clyde, TX 79510

Driller Name: **John W. White** License Number: **5044**

Apprentice Name: **Randy W. Allen** Apprentice Number: **57573**

Comments: **hole caved in from 480.0 to 477.0 L.F.**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**10**	**Caliche & tannish brown sand.**
10	**21**	**Caliche & tan clayey sand.**
21	**40**	**Light brown sand & sandstone.**
40	**50**	**Tannish brown clayey sand.**
50	**70**	**Light reddish brown clayey sand.**
70	**102**	**Tannish brown clayey sand.**
102	**110**	**Light brown sand & reddish brown sand w/small black grains.**
110	**207**	**Tannish brown sand w/small black grains.**
207	**320**	**Light brown sand.**
320	**322**	**Brown clayey sand.**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
4.0 New PVC Riser 0.0 to 137.0 sch. 40
4.0 New PVC Screen 137.0 to 477.0 .020

322	**350**	**Reddish brown sand.**
350	**439**	**Dark reddish brown sand.**
439	**441**	**Thin light brown clay some blue gray.**
441	**458**	**Brown sand olive green.**
458	**478**	**Brown clayey sand.**
478	**480**	**Reddish brown clay.**

IMPORTANT NOTICE FOR PERSONS HAVING WELLS DRILLED CONCERNING CONFIDENTIALITY

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #119798

Owner:	**City of Midland**	Owner Well #:	**MH-9**
Address:	**300 N. Loraine Midland, TX 79702**	Grid #:	**46-06-5**
Well Location:	**T-Bar Water Well Field-NW of Kermit Hwy. 302 & CR 101 Kermit, TX**	Latitude:	**31° 57' 09" N**
		Longitude:	**103° 17' 36" W**
Well County:	**Winkler**	Elevation:	**No Data**
Type of Work:	**New Well**	Proposed Use:	**Monitor**

Drilling Start Date: **7/12/2007** Drilling End Date: **7/13/2007**

	Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
Borehole:	**7.875**	**0**	**365**

Drilling Method: **Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed; Open Hole; Straight Wall**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
Filter Pack Intervals:	**125**	**365**	**Gravel**	**8/16**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
Annular Seal Data:	**0**	**20**	**7/Cement**
	20	**125**	**26/Bent.Pellets**

Seal Method: **Hand Mix**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **139.45 ft.** below land surface on **2007-07-13** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
139.45	**Chlorides**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Yes**

Natural Injurious Constituents	Unnatural Injurious Constituents
	Chlorides

The driller did certify that while drilling, deepening or otherwise altering the above described well, injurious water or constituents was encountered and the landowner or person having the well drilled was informed that such well must be completed or plugged in such a manner as to avoid injury or pollution.

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **White Drilling Company, Inc.**

P.O. Box 906
Clyde, TX 79510

Driller Name: **John W. White** License Number: **5044**

Apprentice Name: **Randy W. Allen** Apprentice Number: **57573**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**8**	**Caliche & limestone rock.**
8	**18**	**Tannish brown sand.**
18	**42**	**Reddish brown sand.**
42	**70**	**Reddish brown sandstone & sand.**
70	**100**	**Light brown sand & sandstone.**
100	**120**	**Reddish brown sand w/black grains.**
120	**163**	**Orange brown sand.**
163	**165**	**Hard tan sandstone.**
165	**202**	**Orange brown clayey sand.**
202	**205**	**Tan sandy clay.**
205	**224**	**Reddish brown sand & gravel.**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.)	New/Used	Type	Setting From/To (ft.)
4.0	**New**	**PVC**	**Riser 0.0 to 140.0 sch. 40**
4.0	**New**	**PVC**	**Screen 140.0 to 360.0 .020**

224	**238**	**Orange brown sand.**
238	**250**	**Light brown sand.**
250	**305**	**Fine grain tan sand.**
305	**341**	**Tannish brown clayey sand.**
341	**350**	**Reddish brown shale.**
350	**365**	**Reddish brown sand.**

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #119872

Owner:	**City of Midland**	Owner Well #:	**MH-8**
Address:	**300 N. Loraine Midland, TX 79702**	Grid #:	**46-06-5**
Well Location:	**T-Bar Water Well Field-NW of Kermit Hwy. 302 & CR 101 Kermit, TX**	Latitude:	**31° 56' 59" N**
		Longitude:	**103° 17' 50" W**
Well County:	**Winkler**	Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Monitor**

Drilling Start Date: **7/9/2007** Drilling End Date: **7/11/2007**

	Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
Borehole:	**7.875**	**0**	**320**

Drilling Method: **Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed; Open Hole; Straight Wall**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
Filter Pack Intervals:	**125**	**320**	**Gravel**	**20/40**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
Annular Seal Data:	**0**	**20**	**7/Cement**
	20	**125**	**26/Bent.Pellets**

Seal Method: **Hand Mix**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **148 ft.** below land surface on **2007-07-11** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
148.0	**sweet**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **White Drilling Company, Inc.**

P.O. Box 906
Clyde, TX 79510

Driller Name: **John W. White** License Number: **5044**

Apprentice Name: **Randy W. Allen** Apprentice Number: **57573**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**8**	**Reddish brown clay.**
8	**10**	**Light brown sand & caliche.**
10	**30**	**Light brown sand & sandstone.**
30	**90**	**Reddish brown & light brown sand & sandstone.**
90	**100**	**Reddish brown sand & sandstone.**
100	**122**	**Tannish brown sand.**
122	**134**	**Reddish brown sand w/small gravel.**
134	**136**	**Tannish brown clayey sand w/gravel.**
136	**138**	**Blue gray clay.**
138	**150**	**Light brown sand.**
150	**168**	**Light brown clayey sand.**
168	**172**	**Yellowish brown sand.**
172	**173**	**Coarse reddish brown sand.**
173	**179**	**Reddish brown siltstone.**
179	**184**	**Yellowish brown sand & sandstone.**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.)	New/Used	Type	Setting From/To (ft.)
4.0	**New**	**PVC**	**Riser 0.0 to 140.0 Sch. 40**
4.0	**New**	**PVC**	**Screen 140.0 to 300.0 .020**

184	**218**	**Light brown & reddish brown sand.**
218	**250**	**Reddish brown sand & sandstone.**
250	**253**	**Dark reddish brown sand.**
253	**256**	**Reddish brown siltstone.**
256	**266**	**Hard reddish brown siltstone.**
266	**305**	**Reddish brown siltstone.**
305	**320**	**Reddish brown silty clay.**

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #119899

Owner:	**City of Midland**	Owner Well #:	**MW-13AL**
Address:	**300 N. Loraine Midland, TX 79702**	Grid #:	**46-06-5**
Well Location:	**T-Bar Water Well Field-NW of Kermit Hwy. 302 & CR 101 Kermit, TX**	Latitude:	**31° 57' 17" N**
		Longitude:	**103° 17' 49" W**
Well County:	**Winkler**	Elevation:	**No Data**
Type of Work:	**New Well**	Proposed Use:	**Monitor**

Drilling Start Date: **7/25/2007** Drilling End Date: **7/26/2007**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
7.875	**0**	**225**

Drilling Method: **Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed; Open Hole; Straight Wall**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
127	**217**	**Gravel**	**8/16**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**50**	**27/Cement**
50	**127**	**25/Bent.Pellets**

Seal Method: **Hand Mix**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **145.7 ft.** below land surface on **2007-07-26** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
145.7	**sweet**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **White Drilling Company, Inc.**

P.O. Box 906
Clyde, TX 79510

Driller Name: **John W. White** License Number: **5044**

Apprentice Name: **Randy W. Allen** Apprentice Number: **57573**

Comments: **hole caved in from 225.0 to 217.0 L.F.**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**5**	**Reddish brown sand.**
5	**30**	**Caliche & light brown sand.**
30	**80**	**Reddish brown sand & sandstone.**
80	**90**	**Orange brown sand.**
90	**91**	**Hard sandstone.**
91	**132**	**Orange brown sand w/black grains.**
132	**175**	**Hard sandstone.**
175	**186**	**Hard chert white & tan.**
186	**192**	**Orange brown sand.**
192	**193**	**White chert.**
193	**196**	**Brown sand & sandstone.**
196	**205**	**Light brown sand & sandstone.**
205	**213**	**Hard chert.**
213	**225**	**No returns**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
4.0 New PVC Riser 0.0 to 137.0 Sch. 40
4.0 New PVC Screen 137.0 to 217.0 .020

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STATE OF TEXAS WELL REPORT for Tracking #119907

Owner:	**City of Midland**	Owner Well #:	**MW-14AL**
Address:	**300 N. Loraine Midland, TX 79702**	Grid #:	**46-06-6**
Well Location:	**T-Bar Water Well Field-NW of Kermit Hwy. 302 & CR 101 Kermit, TX**	Latitude:	**31° 56' 56" N**
		Longitude:	**103° 17' 28" W**
Well County:	**Winkler**	Elevation:	**No Data**
Type of Work:	**New Well**	Proposed Use:	**Monitor**

Drilling Start Date: **7/26/2007** Drilling End Date: **7/27/2007**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
7.875	**0**	**590**

Drilling Method: **Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed; Open Hole; Straight Wall**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
145	**590**	**Gravel**	**8/16**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**50**	**13/Cement**
50	**145**	**40/Bent.Pellets**

Seal Method: **Hand Mix**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **141.5 ft.** below land surface on **2007-07-27** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
141.5	**Chlorides**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Yes**

Natural Injurious Constituents	Unnatural Injurious Constituents
	Chlorides

The driller did certify that while drilling, deepening or otherwise altering the above described well, injurious water or constituents was encountered and the landowner or person having the well drilled was informed that such well must be completed or plugged in such a manner as to avoid injury or pollution.

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **White Drilling Company, Inc.**

P.O. Box 906
Clyde, TX 79510

Driller Name: **John W. White** License Number: **5044**

Apprentice Name: **Randy W. Allen** Apprentice Number: **57573**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**2**	**Reddish brown sand.**
2	**3**	**Limestone.**
3	**12**	**Caliche.**
12	**60**	**Reddish brown sand & orange brown sand & siltstone.**
60	**102**	**Reddish brown sand w/black grains.**
102	**170**	**Reddish brown sandstone & reddish brown sand.**
170	**258**	**Orange brown sand.**
258	**260**	**Dark reddish brown sand.**
260	**349**	**Orange brown sand.**
349	**350**	**Hard orange brown sandstone.**
350	**365**	**Orange brown sand.**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
4.0 New PVC Riser 0.0 to 158.0 Sch. 40
4.0 New PVC Screen 158.0 to 578.0 .020

365	**378**	**Orange brown sandstone.**
378	**578**	**Reddish brown sand & sandstone.**
578	**590**	**Reddish brown siltstone.**

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P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #142743

Owner:	**HERITAGE STANDARD**	Owner Well #:	**HRW-1**
Address:	**2911 TURTLE CREEK / SUITE 850 DALLAS, TX 75219**	Grid #:	**46-06-5**
Well Location:	**C.R.101 / FRYING PAN RANCH KERMIT, TX 79744**	Latitude:	**31° 57' 06" N**
		Longitude:	**103° 17' 56" W**
Well County:	**Winkler**	Elevation:	**No Data**
Type of Work:	**New Well**	Proposed Use:	**Monitor**

Drilling Start Date: **3/31/2008** Drilling End Date: **4/2/2008**

	Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
Borehole:	**9.875**	**0**	**330**

Drilling Method: **Mud (Hydraulic) Rotary**

Borehole Completion: **SILICA SAND-20/40**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**24**	**15-PORTLAND**
24	**34**	**8 BENTONITE**

Seal Method: **TREMME PIPED/MIXED**

Sealed By: **DRILLING CREW/DRILLER**

Distance to Property Line (ft.): **1000+**

Distance to Septic Field or other concentrated contamination (ft.): **1000+**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **TAPE**

Surface Completion: **Surface Slab Installed**

Water Level: **250 ft.** below land surface on **2008-04-02** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
80	**Fresh**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **EAGLE CORROSION CONTROL**

11314 W.C.R. 128
ODESSA, TX 79765

Driller Name: **DARRIN S. STARK SR.** License Number: **54891**

Comments: **RITTER ENVIROMENTAL-MIDLAND,TX**
205 BAGS-SILICA SAND 20/40
5 X 5 CEMENT PAD
Amended Ref# 6124 7/17/08

Report Amended on by Request #6124

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

From (ft)	To (ft)	Description
0	**90**	**TAN SAND**
90	**194**	**TAN SANDSTONE UNCONSOLIDATED**
194	**212**	**RED SANDY CLAY**
LOST CIRCULATION AT 212 NEVER REGAINED.....		

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.)	New/Used	Type	Setting From/To (ft.)
6	**N**	**PLASTIC MFG SCH 40**	**330/310**
6	**N**	**PLASTIC SLOTTED MFG SCH 40**	**310/130 .010**
6	**N**	**PLASTIC MFG SCH 40**	**130/+3**

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #142744

Owner:	**HERITAGE STANDARD**	Owner Well #:	**HRW-2**
Address:	**2911 TURTLE CREEK / SUITE 850 DALLAS, TX 75219**	Grid #:	**46-06-5**
Well Location:	**C.R.101 / FRYING PAN RANCH KERMIT, TX 79744**	Latitude:	**31° 57' 01" N**
		Longitude:	**103° 18' 01" W**
Well County:	**Winkler**	Elevation:	**No Data**
Type of Work:	**New Well**	Proposed Use:	**Monitor**

Drilling Start Date: **4/3/2008** Drilling End Date: **4/4/2008**

	Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
Borehole:	**9.875**	**0**	**336**

Drilling Method: **Mud (Hydraulic) Rotary**

Borehole Completion: **SILICA SAND-20/40**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**2**	**4 CEMENT**
2	**18**	**12 PORTLAND**

Seal Method: **TREMME PIPED/MIXED**

Sealed By: **DRILLING CREW/DRILLER**

Distance to Property Line (ft.): **1000+**

Distance to Septic Field or other concentrated contamination (ft.): **1000+**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **TAPE**

Surface Completion: **Surface Slab Installed**

Water Level: **280 ft.** below land surface on **2008-04-04** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
56	**Fresh**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **EAGLE CORROSION CONTROL**

11314 W.C.R. 128
ODESSA, TX 79765

Driller Name: **DARRIN S. STARK SR.** License Number: **54891**

Comments: **RITTER ENVIROMENTAL-MIDLAND,TX**
207 BAGS-SILICA SAND 20/40
5 X 5 CEMENT PAD
Amended Ref# 6125 7/17/08

Report Amended on by Request #6125

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

From (ft)	To (ft)	Description
0	**2**	**CALICHE**
2	**30**	**TAN SAND**
30	**113**	**TAN SAND/SANDSTONE**
LOST CIRCULATION AT113 NEVER REGAINED		

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.)	New/Used	Type	Setting From/To (ft.)
6	**N**	**PLASTIC MFG SCH 40**	**336/316**
6	**N**	**PLASTIC SLOTTED MFG SCH 40**	**316/116 .010**
6	**N**	**PLASTIC MFG SCH 40**	**116/+3**

IMPORTANT NOTICE FOR PERSONS HAVING WELLS DRILLED CONCERNING CONFIDENTIALITY

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #145186

Owner:	**City of Midland**	Owner Well #:	**MH-15**
Address:	**300 N. Loriane Midland, TX 79701**	Grid #:	**46-06-3**
Well Location:	**T-Bar Water Well Field-NW of Kermit Hwy., 302 & CR 101 Kermit, TX**	Latitude:	**31° 57' 42" N**
		Longitude:	**103° 17' 07" W**
Well County:	**Winkler**	Elevation:	**No Data**
Type of Work:	**New Well**	Proposed Use:	**Monitor**

Drilling Start Date: **6/10/2008** Drilling End Date: **6/13/2008**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
7.875	**0**	**590**

Drilling Method: **Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed; Open Hole; Straight Wall**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
110	**590**	**Gravel**	**8/16**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**10**	**17/Cement**
10	**110**	**44/Bent.Pellets**

Seal Method: **Hand Mix**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **136.62 ft.** below land surface on **2008-06-13** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
136.62	**sweet**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **White Drilling Company, Inc.**

P.O. Box 906
Clyde, TX 79510

Driller Name: **John W. White** License Number: **5044**

Apprentice Name: **Joseph C. Blackburn III** Apprentice Number: **58044**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**7**	**Brown sand.**
7	**12**	**Caliche.**
12	**53**	**Brown sand.**
53	**80**	**Sandstone.**
80	**210**	**Brown sandy clay.**
210	**590**	**Reddish brown sand.**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
4.0 New PVC Riser 0.0 to 130.0 Sch. 40
4.0 New PVC Screen 130.0 to 590.0 .020

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P.O. Box 12157
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(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #169259

Owner:	**City of Midland**	Owner Well #:	**MW-15R**
Address:	**300 N. Loriane Midland, TX 79701**	Grid #:	**46-06-3**
Well Location:	**T-Bar Water Well Field NW of Kermit Hwy. 302 & CR 101 Kermit, TX**	Latitude:	**31° 57' 40" N**
		Longitude:	**103° 17' 07" W**
Well County:	**Winkler**	Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Monitor**

Drilling Start Date: **2/5/2009** Drilling End Date: **2/9/2009**

	Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
Borehole:	**7.875**	**0**	**600**

Drilling Method: **Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed; Open Hole; Straight Wall**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
Filter Pack Intervals:	**120**	**600**	**Gravel**	**8/16**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
Annular Seal Data:	**0**	**10**	**17/Cement**
	10	**120**	**29/Bent.Pellets**

Seal Method: **Hand Mix**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **136.62 ft.** below land surface on **2009-02-09** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
136.62	**sweet**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **White Drilling Company, Inc.**

P.O. Box 906
Clyde, TX 79510

Driller Name: **John W. White** License Number: **5044**

Apprentice Name: **Joseph C. Blackburn III** Apprentice Number: **58044**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**2**	**Tan sand.**
2	**22**	**Caliche.**
22	**58**	**Brown sand w/caliche.**
58	**63**	**Sandstone.**
63	**205**	**Brown sandy clay w/sandstone streaks.**
205	**600**	**Tan sand.**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
4.0 New PVC Riser 0.0 to 140.0 Sch. 40
4.0 New PVC Screen 140.0 to 600.0 .032

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P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #233953

Owner:	**City of Midland**	Owner Well #:	**MH-1R**
Address:	**300 N. Loraine Midland, TX 79701**	Grid #:	**46-06-5**
Well Location:	**T-Bar Water Well Field NW of Kermit Hwy. Kermit, TX**	Latitude:	**31° 57' 21" N**
		Longitude:	**103° 18' 05" W**
Well County:	**Winkler**	Elevation:	**No Data**

Type of Work: **Replacement** Proposed Use: **Monitor**

Drilling Start Date: **9/16/2010** Drilling End Date: **9/20/2010**

	Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
Borehole:	**7.875**	**0**	**300**

Drilling Method: **Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed; Straight Wall**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
Filter Pack Intervals:	**130**	**300**	**Gravel**	**8/16**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
Annular Seal Data:	**0**	**30**	**8/Cement**
	30	**130**	**10/Bent.Pellets**

Seal Method: **Hand Mix**

Sealed By: **White Drilling Company, Inc.**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **167 ft.** below land surface on **2010-09-20** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
167.0	**fresh**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **White Drilling Company, Inc**

P.O. Box 906
Clyde, TX 79510

Driller Name: **John W. White** License Number: **5044**

Apprentice Name: **Joseph C. Blackburn III** Apprentice Number: **58044**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**1**	**Caliche.**
1	**7**	**Reddish tan sandy clay.**
7	**10**	**Caliche.**
10	**22**	**Reddish tan sandy clay.**
22	**77**	**Reddish tan sandstone.**
77	**83**	**Yellow clay.**
83	**135**	**Tan sandy clay.**
135	**138**	**Multicolored sandstone.**
138	**300**	**Tan sandy clay w/sandstone streaks.**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.)	New/Used	Type	Setting From/To (ft.)
4.0	**New**	**PVC**	**Riser 0.0 to 140.0 Sch. 40**
4.0	**New**	**PVC**	**Screen 140.0 to 300.0 .020**

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STATE OF TEXAS WELL REPORT for Tracking #282935

Owner:	**Texas Railroad Commission**	Owner Well #:	**RRC-1**
Address:	**P O Box 12967 Austin, TX 78711**	Grid #:	**46-06-6**
Well Location:	**T Bar Ranch North Well CR 101 Kermit, TX**	Latitude:	**31° 57' 27" N**
		Longitude:	**103° 17' 17" W**
Well County:	**Winkler**	Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Monitor**

Drilling Start Date: **2/21/2012** Drilling End Date: **2/28/2012**

	Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
Borehole:	**8.75**	**0**	**555**

Drilling Method: **Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
Filter Pack Intervals:	**330**	**550**	**Gravel**	**8/16 Sand**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
Annular Seal Data:	**0**	**5**	**2 Cement**
	5	**150**	**60 Bent HP**

Seal Method: **Top Load**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **No Data**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Straub Corporation**

P O Box 192
Stanton, TX 79782

Driller Name: **Raymond Straub Jr** License Number: **4456**

Comments: **Amended 10/25/12 Ref.# 10801**

Report Amended on by Request #10801

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

From (ft) To (ft) Description
0-1 Brown Sand
1-5 Caliche
5-20 Light Brown Calcareous Sand
20-26 Tan Calcareous Sandstone
26-39 Light Brown Calcareous Sand
39-87 Light Brown Sand
87-180 Light Brown Sand w/Sandstone Layers
180-200 Light Brown Sand
200-251 Light Brown Sand (Soft)
251-280 Light Brown Clay
280-298 Light Brown Sand
298-320 Light Brown Sand w/Tan Clay
320-370 Tan Sandy Clay
370-373 Brown Sand
373-400 Tan Sandy Clay
400-440 Brown Sand/Brown Gray Clay
440-500 Brown /Gray Clayey Sand

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
4.5 N BSL SDR17 Screen 550-350 .032
4.5 N BSL SDR 17 Riser 350-+43

500-513 Red Clay
513-520 Red/Brown Sand/Fine Gravel
520-555 Brown Sand/Fine Gravel
555 Red Clay

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P.O. Box 12157
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(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #282993

Owner:	**Texas Railroad Commission**	Owner Well #:	**RRC-2**
Address:	**P O Box 12967 Austin, TX 78711**	Grid #:	**46-06-6**
Well Location:	**T Bar Ranch South Well, CR 101 Kermit, TX**	Latitude:	**31° 57' 27" N**
		Longitude:	**103° 17' 17" W**
Well County:	**Winkler**	Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Monitor**

Drilling Start Date: **2/22/2012** Drilling End Date: **2/24/2012**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
8.75	**0**	**560**

Drilling Method: **Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
340	**560**	**Gravel**	**8/16 Sand**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
2	**100**	**43-3/8 HP**
100	**330**	**48 Bent-Cem**
330	**340**	**2 Grand-Bent**

Seal Method: **Trimmed-Top Load**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **No Data**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Straub Corporation**

P O Box 192
Stanton, TX 79782

Driller Name: **Edward Bryan** License Number: **58165**

Comments: **Amended 10/25/12 Ref.# 10799**

Report Amended on by Request #10799

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**6**	**Red Fine Sand**
6	**17**	**Red/Tan Fine Sand/Sandstone/Caliche**
17	**26**	**Coarse Red/Tan Sand/ Calcareous Sandstone**
26	**33**	**Tan Fine Sand/Calcareous Sandstone/Caliche**
33	**46**	**Tan Fine Sand/Sandstone**
46	**50**	**Tan Fine Sand/Sandstone Layers**
50	**54**	**Tan Fine Sand/Sandstone/Black Shale**
54	**59**	**Tan Very Fine Sand/Sandstone**
59	**106**	**Tan Fine Very Fine Sand**
106	**112**	**Tan Silty Sand/Silty Clay**
112	**141**	**Tan Silty Very Fine Sand**
141	**148**	**Tan Silty Sand/Silty Clay**
148	**152**	**Red/Tan Silty Very Fine Sand**
152	**172**	**Red/Tan Silty Very Fine Sand**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.)	New/Used	Type	Setting From/To (ft.)
4.5	**N**	**SDR 17**	**BSL Screen 550-350 .032**
4.5	**N**	**SDR17**	**BSL Riser 350-+43**

172	**200**	**Tan Silty Sand/Silty Clay Layers**
200	**215**	**Tan Very Fine Sand/Sandstone**
215	**280**	**Tan Very Fine Sand**
280	**322**	**Tan Very Fine Sand**
322	**385**	**Red Very Fine Sand w/Clay**
385	**400**	**Tan Very Fine Sand/Sandstone**
400	**425**	**Tan Very Fine Sand w/Clay**
425	**457**	**Tan Very Fine Sand/Sandstone**
457	**500**	**Tan Very Fine Sand**
500	**520**	**Tannish Red Very Fine Sand/Red Silty Clay**
520	**525**	**Tan/Red Very Fine Sand w/Silty Clay**
525	**553**	**Tan/Red Sand w/Fine Gravel**
553	**560**	**Red Clay**

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(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #314447

Owner:	**Texas Railroad Commission**	Owner Well #:	**RRC-4**
Address:	**P O box 12967 Austin, TX 78711**	Grid #:	**46-06-5**
Well Location:	**Crittendon Field-CR101 Kermit, TX**	Latitude:	**31° 57' 22" N**
		Longitude:	**103° 17' 45" W**
Well County:	**Winkler**	Elevation:	**No Data**
Type of Work:	**New Well**	Proposed Use:	**Monitor**

Drilling Start Date: **1/28/2013** Drilling End Date: **2/1/2013**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
8.75	**0**	**300**

Drilling Method: **Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
109	**300**	**Gravel**	**8/16 Sand**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**2**	**1- Concrete**
2	**105**	**32-Cem Grout**
105	**109**	**2- Bent.Seal**

Seal Method: **Tremmie**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Alternative Procedure Used**

Water Level: **No Data**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Straub Corporation**

P O Box 192
Stanton, TX 79782

Driller Name: **Martin Straub** License Number: **4653**

Comments: **Amended 4/9/13 Ref.# 11185**

Report Amended on by Request #11185

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**1**	**Brown Silty Sand**
1	**2**	**Broken Caliche**
2	**6**	**Medium Hard Caliche Layers**
6	**20**	**Tan Silty Sand & Sandstone**
20	**56**	**Tan Silty Sand**
56	**57**	**Tan Silty Sand & Sandstone**
57	**70**	**Tan Silty Sand**
70	**125**	**Tan Silty Sand & Sandstone**
125	**150**	**Tan Silty Sand**
150	**210**	**Tan Silty Sand**
210	**240**	**Tan Silty Sand**
240	**255**	**Tan Silty Sand**
255	**260**	**Tan Sandstone & Clay**
260	**270**	**Tan Sandstone & Clay**
270	**275**	**Red Clay**
275	**278**	**Red/Brown Silt**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.)	New/Used	Type	Setting From/To (ft.)
4.5	**N**	**SDR 17**	**Screen 280-120 .032**
4.5	**N**	**SDR 17**	**Riser 120-+43"**

278	**285**	**Dense Dark Red/ Brown Siltstone**
285	**298**	**Dense Red/Brown Siltstone & Clay Imbedded**
298	**300**	**Red Clay & Siltstone**

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(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #314460

Owner:	**Texas Railroad Commission**	Owner Well #:	**RRC-3**
Address:	**P O Box 12967 Austin, TX 78711**	Grid #:	**46-06-2**
Well Location:	**Crittendon Field-CR101 Kermit, TX**	Latitude:	**31° 57' 36" N**
		Longitude:	**103° 17' 55" W**
Well County:	**Winkler**	Elevation:	**No Data**
Type of Work:	**New Well**	Proposed Use:	**Monitor**

Drilling Start Date: **1/30/2013** Drilling End Date: **2/4/2013**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
12.75	**0**	**100**
8.75	**100**	**240**

Drilling Method: **Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
120	**240**	**Gravel**	**8/16 Sand**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**2**	**1-Concrete**
2	**90**	**16-Cem. Grout**
90	**120**	**14-3/8 HP**

Seal Method: **Tremmie**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Alternative Procedure Used**

Water Level: **No Data**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Straub Corporation**

P O Box 192
Stanton, TX 79782

Driller Name: **Martin Straub** License Number: **4653**

Comments: **77'-75" 30- Bent. HP**
75'-29' 10 YD. Gravel
29-24' 5- Bent. HP
24-0' Cement Grout

Amended 4/9/13 Ref.# 11186

Report Amended on by Request #11186

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**5**	**Hard Caliche**
5	**11**	**Medium Hard Caliche**
11	**20**	**Tan Sandstone & Silty Sand**
20	**37**	**Alternating Brown Sand & Calcareous Sandstone**
37	**45**	**Loose Brown Sand**
45	**93**	**Alternating Loose Red/Brown Sand & Dense Calcareous Sand**
93	**106**	**Silicious Sandstone/Calcareous Sandstone**
106	**110**	**Gray Silty Clay**
110	**115**	**Tan/Gray Silty Clay**
115	**118**	**Red Clay**
118	**133**	**Fractured Sandstone**
133	**148**	**Yellow/Gold Sandstone**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
8 N BE PVC 100-0
4.5 N SDR 17Screen 230-130 .032
4.5 N SDR 17 Riser 130-+43"

148	**150**	**Fractured Sandstone**
150	**154**	**Tan Medium Hard Sandstone**
154	**156**	**Tan Silty Clay & Sand**
156	**157**	**Tan Sandstone & Silty Sand**
157	**160**	**Tan Silty Clay & Sand**
160	**162**	**Tan/Pink Soft Sandstone**
162	**167**	**Tan/Pink Hard Sandstone**
167	**174**	**Tan/Pink Silty Clay & Sand**
174	**178**	**Medium Hard Sandstone & Gravel**
178	**180**	**Red/Tan Medium Hard Sandstone & Sand**
180	**184**	**Tan/Pink Medium Hard Sandstone Layers**
184	**188**	**Tan Sandstone Layers**
188	**191**	**Tan Sandstone & Silty Sand**
191	**195**	**Red/Pink Sandstone & Silty Sand**
195	**198**	**Tan/pink Hard Sandstone Layers**
198	**204**	**Tan/Pink Silty Sandstone & Sand**
204	**208**	**Pink Silty Clay & Sand**
208	**214**	**Red/Pink Sandstone & Silty Sand**
214	**219**	**Tan/pink Sandstone Layers**
219	**240**	**Red Silty Sandstone layers**

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Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #375118

Owner:	**Heritage Standard Corporation**	Owner Well #:	**HRW #4**
Address:	**3131 Mc Kinney Ave, Ste 710 Dallas, TX 75204**	Grid #:	**46-06-5**
		Latitude:	**31° 57' 08" N**
Well Location:	**T-Bar Kermit, TX**	Longitude:	**103° 17' 59" W**
Well County:	**Winkler**	Elevation:	**No Data**
Type of Work:	**New Well**	Proposed Use:	**Monitor**

Drilling Start Date: **9/8/2014** Drilling End Date: **9/9/2014**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
10	**0**	**228**

Drilling Method: **Air Rotary; Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
130	**228**	**Gravel**	**8/16 Sand**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**2**	**2- Concrete**
2	**130**	**90-3/8 HP**

Seal Method: **Top Load**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Alternative Procedure Used**

Water Level: **155 ft.** below land surface on **2014-09-09** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 5 GPM with 45 ft. drawdown after 2.5 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Straub Corporation**

P O Box 192
Stanton, TX 79782

Driller Name: **Martin Straub** License Number: **4653**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

From (ft)	To (ft)	Description
0	**5**	**Brown Silty Sand**
5	**7**	**Caliche**
7	**10**	**Pink Silty Sand & Caliche**
10	**13**	**Medium Hard Caliche & Silty Sand**
13	**27**	**Tan/Pink Silty Sand & Sandstone**
27	**48**	**Tan & Red Silty Sand & Sandstone Layers**
48	**49**	**Tan Silty Sand & Clay**
49	**59**	**Medium Hard Sandstone**
59	**71**	**Tan/Brown Sandstone & Silty Sand**
71	**90**	**Tan/Brown & Gray Sandstone & Silty Sand**
90	**93**	**Tan & Brown Sandstone & Silty Sand**
93	**95**	**Tan Silty Sand & Clay**
95	**101**	**Tan Silty Clay & Sandstone Layers**
101	**105**	**Tan/Yellow Sandstone & Silty Sand**
105	**111**	**Tan Sandstone & Clay**
111	**125**	**Tan Sandstone layers**
125	**130**	**Tan Sandstone & Clay Layers**
130	**132**	**Tan Clay**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.)	New/Used	Type	Setting From/To (ft.)
6	**N**	**FJPVC**	**Screen 228-138 .020**
6	**N**	**FJPVC**	**Riser 138-+4'**

132-136 Pink & Red Silty Clay
136-138 Pink & Red silty Clay & Sandstone Layers
138-141 Tan Silty Clay & Sandstone Layers
141-142 Tan & Red Sandstone & Clay
142 -145 Red Silty Clay & Sandstone
145-156 Red & Tan Sandstone & Clay
156-158 Tan Sandstone & Clay
158-164 Tan & Brown Sandstone
164-165 Tan Sandstone & Gray Hard Clay
165-170 Red Clay & Gray Clay
170-172 Red Clay & Siltstone
172-176 Red Siltstone & Clay
176-178 Red Silty Clay & Siltstone
178-185 Tan Siltstone & Red Sandstone
185-191 Red Siltstone & Clay
191-196 Red Sandstone & Siltstone & Clay
196-201 Red Siltstone & Clay
201-210 Red Siltstone & Sandstone
210-215 Red Sandstone & Siltstone
215-222 Red Siltstone
222-226 Red Sandstone & Siltstone
226-228 Red Siltstone & Sandstone

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #386124

Owner:	**Texas Railroad Commission**	Owner Well #:	**RRC-5**
Address:	**P O Box 12967 Austin, TX 78711**	Grid #:	**46-06-5**
Well Location:	**T-Bar Kermit, TX**	Latitude:	**31° 57' 29" N**
		Longitude:	**103° 18' 01" W**
Well County:	**Winkler**	Elevation:	**No Data**
Type of Work:	**New Well**	Proposed Use:	**Monitor**

Drilling Start Date: **11/20/2014** Drilling End Date: **11/20/2014**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
12.75	**0**	**70**
8.75	**70**	**200**

Drilling Method: **Air Rotary; Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
130	**198**	**Gravel**	**8/16 Sand**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**70**	**40-5%Cem-Ben Gr**
0	**10**	**6 -Concrete**
10	**130**	**70-3/8 HP**

Seal Method: **Tremmie**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Alternative Procedure Used**

Water Level: **160 ft.** below land surface on **2014-11-20** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Straub Corporation**

P O Box 192
Stanton, TX 79782

Driller Name: **Martin Straub** License Number: **4653**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**10**	**Brown Silty Sand**
10	**15**	**Caliche**
15	**26**	**Tan Silty Sand & Soft Caliche**
26	**75**	**Tan/Red Silty Sand**
75	**91**	**Tan/Red Silty Sand & Soft Sandstone**
91	**96**	**Tan/Red Silty Sand & Small Gravel**
96	**101**	**Tan & Brown Sandstone & Silty Sand**
101	**106**	**Tan Clay & Sandstone**
106	**119**	**Tan/Yellow Sandstone & Clay**
119	**130**	**Tan & Brown Sandstone Layers**
130	**136**	**Tan & Pink Sandstone & Clay**
136	**156**	**Tan & Brown Sandstone**
156	**158**	**Tan & Pink Silty Clay & Sandstone**
158	**167**	**Tan & Light Yellow Silty Clay & Sandstone**
167	**171**	**Tan & Brown Sandstone Layers**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.)	New/Used	Type	Setting From/To (ft.)
10	**N**	**Sch 40 Pipe**	**70-0**
4 1/2	**N**	**SDR17 Screen**	**198-138 .032**
4 1/2	**N**	**SDR17 Riser**	**138-+4**

171	**175**	**Tan/Yellow Clay & Sand**
175	**180**	**Red Silty Clay & Sand**
180	**190**	**Brown/Tan Sandstone & Clay**
190	**194**	**Dark Brown Sandstone**
194	**200**	**Brown Sandstone & Clay**

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P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #386127

Owner:	**Texas Railroad Commission**	Owner Well #:	**RRC-6**
Address:	**P O box 12967 Austin, TX 78711**	Grid #:	**46-06-5**
Well Location:	**T-Bar Kermit, TX**	Latitude:	**31° 57' 23" N**
		Longitude:	**103° 17' 56" W**
Well County:	**Winkler**	Elevation:	**No Data**
Type of Work:	**New Well**	Proposed Use:	**Monitor**

Drilling Start Date: **11/21/2014** Drilling End Date: **11/21/2014**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
14.75	**0**	**95**
8.75	**95**	**210**

Drilling Method: **Air Rotary; Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
144	**210**	**Gravel**	**8/16 Sand**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**10**	**6 -Concrete**
10	**144**	**75-3/8 HP**
28	**95**	**46-Ben HP**

Seal Method: **Tremmie**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Alternative Procedure Used**

Water Level: **160 ft.** below land surface on **2014-11-21** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Straub Corporation**

P O Box 192
Stanton, TX 79782

Driller Name: **Martin Straub** License Number: **4653**

Comments: **28-0 12-Cement Grout on Multiwall**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**2**	**Tan Silty Sand**
2	**7**	**Caliche**
7	**15**	**Tan Silty Sand & Caliche**
15	**19**	**Tan Silty Sand**
19	**28**	**Caliche & Tan Sand**
28	**94**	**Tan/Red Silty Sand**
94	**106**	**Tan/Red Soft Sandstone & Silty Sand**
106	**124**	**Tan/Red Sandstone Layers**
124	**144**	**Tan/Yellow Sandstone layers**
144	**153**	**Tan/Yellow Silty Clay & Sandstone**
153	**157**	**Tan & Pink Silty Clay & Sandstone**
157	**158**	**Tan/Yellow Silty Clay & Medium Sandstone**
158	**166**	**Dark Brown Sandstone Layers**
166	**172**	**Tan & Brown Sandstone Layers**
172	**175**	**Tan & Brown Silty Clay & Sandstone**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.)	New/Used	Type	Setting From/To (ft.)
10	**N**	**Sch 40 Pipe**	**95-0**
4 1/2	**N**	**SDR17 Screen**	**210-150 .032**
4 1/2	**N**	**SDR17 Riser**	**150-+4**

175	**181**	**Red Silty Clay & Sandstone**
181	**191**	**Tan & Brown Sandstone Layers**
191	**193**	**Tan & Brown Silty Clay & Sandstone**
193	**200**	**Red & Tan Silty Clay & Soft Sandstone**
200	**209**	**Tan Sandstone & Silty Clay**
209	**210**	**Red Clay**

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P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #386130

Owner:	**Texas Railroad Commission**	Owner Well #:	**RRC-7**
Address:	**P O Box 12967 Austin, TX 78711**	Grid #:	**46-06-2**
		Latitude:	**31° 57' 30" N**
Well Location:	**T-Bar Kermit, TX**	Longitude:	**103° 17' 46" W**
Well County:	**Winkler**	Elevation:	**No Data**
Type of Work:	**New Well**	Proposed Use:	**Monitor**

Drilling Start Date: **12/1/2014** Drilling End Date: **12/1/2014**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
14.75	**0**	**133**
8.75	**133**	**230**

Drilling Method: **Air Rotary; Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
140	**230**	**Gravel**	**8/16 Sand**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**135**	**6 -Cem Gr**
30	**133**	**65-Ben HP**
135	**140**	**2-3/8 HP**

Seal Method: **Tremmie**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Alternative Procedure Used**

Water Level: **No Data**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Straub Corporation**

P O Box 192
Stanton, TX 79782

Driller Name: **Martin Straub** License Number: **4653**

Comments: **30-0 12-Cement Grout on Multiwall**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**2**	**Brown Silty Sand**
2	**4**	**Hard Caliche**
4	**14**	**Medium Hard Caliche**
14	**25**	**Caliche & Tan Silty Sand**
25	**31**	**Tan Silty Sand & Sandstone**
31	**126**	**Tan/Red Silty Sand**
126	**140**	**Tan Sandstone & Silty Clay**
140	**147**	**Tan Clay**
147	**155**	**Tan/Red Clay & Sand**
155	**217**	**Tan/Red Sand & Clay**
217	**219**	**Tan Clay & Silty Sand**
219	**222**	**Tan/Red Silty Sand & Clay**
222	**238**	**Tan Clay & Silty Sand**
238	**245**	**Tan Clay & Coarse Sand**
245	**248**	**Gray & Red Clay**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
10 N Sch 40 Pipe 133-0
4 1/2 N SDR17 Screen 230-150 .032
4 1/2 N SDR17 Riser 150-+4

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(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #38370

Owner:	**City of Midland**	Owner Well #:	**MH-3**
Address:	**300 N. Loraine Midland, TX 79702**	Grid #:	**46-06-2**
Well Location:	**T-Bar Water Well Field-NW of Kermit Hwy.302 to CR 101 N. Kermit, TX**	Latitude:	**31° 57' 32" N**
		Longitude:	**103° 18' 02" W**
Well County:	**Winkler**	Elevation:	**No Data**
Type of Work:	**New Well**	Proposed Use:	**Monitor**

Drilling Start Date: **5/12/2004** Drilling End Date: **5/12/2004**

	Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
Borehole:	**7.25**	**0**	**315**

Drilling Method: **Air Rotary**

Borehole Completion: **Filter Packed; Open Hole; Straight Wall**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
Filter Pack Intervals:	**130**	**295**	**Gravel**	**20/40**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
Annular Seal Data:	**0**	**50**	**26/Cement**
	50	**130**	**20/Bent. Pellet**

Seal Method: **Pump Mix w/tremmie pipe**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **154 ft.** below land surface on **2004-05-12** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **White Drilling Company, Inc.**

P.O. Box 906
Clyde, TX 79510

Driller Name: **John W. White** License Number: **5044**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**1**	**Caliche.**
1	**7**	**Red sand.**
7	**16**	**Caliche.**
16	**21**	**Red sand.**
21	**32**	**Red clayey sand w/caliche.**
32	**54**	**Tan & red sand.**
54	**82**	**Yellow sandstone.**
82	**87**	**Yellow shale.**
87	**140**	**Yellow sandstone.**
140	**158**	**Red shale.**
158	**315**	**Red & yellow sandstone.**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
4.0 New PVC Riser 0.0 to 135.0 Sch.40
4.0 New PVC Screen 135.0 to 295.0 .020

IMPORTANT NOTICE FOR PERSONS HAVING WELLS DRILLED CONCERNING CONFIDENTIALITY

TEX. OCC. CODE Title 12, Chapter 1901.251, authorizes the owner (owner or the person for whom the well was drilled) to keep information in Well Reports confidential. The Department shall hold the contents of the well log confidential and not a matter of public record if it receives, by certified mail, a written request to do so from the owner.

Please include the report's Tracking Number on your written request.

Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #145186

Owner:	**City of Midland**	Owner Well #:	**MH-15**
Address:	**300 N. Loriane Midland, TX 79701**	Grid #:	**46-06-3**
Well Location:	**T-Bar Water Well Field-NW of Kermit Hwy., 302 & CR 101 Kermit, TX**	Latitude:	**31° 57' 42" N**
		Longitude:	**103° 17' 07" W**
Well County:	**Winkler**	Elevation:	**No Data**
Type of Work:	**New Well**	Proposed Use:	**Monitor**

Drilling Start Date: **6/10/2008** Drilling End Date: **6/13/2008**

	Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
Borehole:	**7.875**	**0**	**590**

Drilling Method: **Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed; Open Hole; Straight Wall**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
Filter Pack Intervals:	**110**	**590**	**Gravel**	**8/16**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
Annular Seal Data:	**0**	**10**	**17/Cement**
	10	**110**	**44/Bent.Pellets**

Seal Method: **Hand Mix**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **136.62 ft.** below land surface on **2008-06-13** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
136.62	**sweet**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **White Drilling Company, Inc.**

P.O. Box 906
Clyde, TX 79510

Driller Name: **John W. White** License Number: **5044**

Apprentice Name: **Joseph C. Blackburn III** Apprentice Number: **58044**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**7**	**Brown sand.**
7	**12**	**Caliche.**
12	**53**	**Brown sand.**
53	**80**	**Sandstone.**
80	**210**	**Brown sandy clay.**
210	**590**	**Reddish brown sand.**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
4.0 New PVC Riser 0.0 to 130.0 Sch. 40
4.0 New PVC Screen 130.0 to 590.0 .020

IMPORTANT NOTICE FOR PERSONS HAVING WELLS DRILLED CONCERNING CONFIDENTIALITY

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Please include the report's Tracking Number on your written request.

Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #346917

Owner:	**Heritage Standard Corporation**	Owner Well #:	**HRW-3**
Address:	**3131 McKinney Ave., Suite 710 Dallas, TX 75204**	Grid #:	**46-06-5**
Well Location:	**CR 101, TBar Well Field, Tubb 1A Location Kermit, TX**	Latitude:	**31° 57' 09" N**
		Longitude:	**103° 17' 55" W**
Well County:	**Winkler**	Elevation:	**No Data**

****This well has been plugged**** **Plugging Report Tracking #101849**

Type of Work: **New Well** Proposed Use: **Monitor**

Drilling Start Date: **10/28/2013** Drilling End Date: **10/30/2013**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
10	**0**	**212**

Drilling Method: **Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
135	**212**	**Gravel**	**8/16 Sand**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**2**	**2- Cement**
2	**135**	**57 Bent HP**

Seal Method: **Top Load**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **148.38 ft.** below land surface on **2013-10-30** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 10 GPM with 42.71 ft. drawdown after 2 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Straub Corporation**

P O Box 192
Stanton, TX 79782

Driller Name: **Raymond Straub Jr** License Number: **4456**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**8**	**Gray/Brown Clayey Sand (Fill)**
8	**12**	**Sandy Caliche**
12	**19**	**Light Brown Calcareous Sand**
19	**38**	**Red/Brown Sand w/Black Particles/Calcareous Particles**
38	**53**	**Red/Brown Sand-Slight Clay/Black Particles/Alternating Calcareous Sand Lenses**
53	**63**	**Very Dense Light Brown Calcareous Sand/Alternating Lenses**
63	**83**	**Very Dense Light brown Calcareous Sandstone**
83	**84**	**Light Brown Clayey Sand**
84	**93**	**Dense Light Brown Calcareous Sand**
93	**97**	**Light Brown Coarse Sandw/Black Particles**
97	**100**	**Light Tan Coarse Sand/Fine Gravel w/Trace Tan Clay**
100	**103**	**Very Dense Dark Red/Brown Sandstone**
103	**108**	**Tan Clayey Sand**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.)	New/Used	Type	Setting From/To (ft.)
6	**N**	**FJPVC**	**Screen 200-140 .020**
6	**N**	**FJPVC**	**Riser 140-+24"**
6	**N**	**FJPVC**	**Riser 210-200**

108	**121**	**Light Brown/Tan Coarse Sandstone w/Black Particles & Sandstone Conglomerate**
121	**137**	**Light Brown/Tan Sandstone w/Tan Clay**
137	**144**	**Light Brown/Tan Sandy Clay**
144	**153**	**Light Gray Sandy Clay**
153	**166**	**Dark Tan/Red Clay**
166	**169**	**Tan/Gray Sandstone**
169	**178**	**Tan Sandy Clay w/ Medium Dense Interbedded Sandstone**
178	**180**	**Alternating Gray/Tan Sandy Clay w/ Interbedded Sandstone Lenses**
180	**183**	**Gray Clay**
183	**193**	**Alternating Red/Gray Clay w/ Interbedded Sandstone Lenses**
193	**195**	**Red/Brown Clay w/InterbeddedSandstone Lenses**
195	**199**	**Tan Silt Stone**
199	**209**	**Red/Gray Clay**
209	**211**	**Gray Silt Stone**
211	**212**	**Red Clay**

IMPORTANT NOTICE FOR PERSONS HAVING WELLS DRILLED CONCERNING CONFIDENTIALITY

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Please include the report's Tracking Number on your written request.

Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

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 _____, 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

Form Revised August 2012

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

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

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

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

General Decision Number: TX20210261 01/01/2021

Superseded General Decision Number: TX20200261

State: Texas

Construction Type: Building

County: Midland County in Texas.

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

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

Modification Number	Publication Date
0	01/01/2021

BOIL0074-003 01/01/2017

	Rates	Fringes
BOILERMAKER	$ 28.00	22.35

ENGI0178-005 06/01/2020

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

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* IRON0084-011 06/01/2020

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 25.26	7.13

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* PLUM0404-001 09/01/2020

	Rates	Fringes
PLUMBER	$ 26.05	8.81

SUTX2014-037 07/21/2014

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

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

TILE FINISHER.....$ 11.22 0.00

TILE SETTER.....$ 14.74 0.00

TRUCK DRIVER: Dump Truck.....$ 12.39 1.18

TRUCK DRIVER: Flatbed Truck.....$ 19.65 8.57

TRUCK DRIVER: Semi-Trailer Truck.....$ 12.50 0.00

TRUCK DRIVER: Water Truck.....$ 12.00 4.11

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

==========

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

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

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

"General Decision Number: TX20210002 01/01/2021

Superseded General Decision Number: TX20200002

State: Texas

Construction Types: Heavy and Highway

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

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

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

Modification Number	Publication Date
0	01/01/2021

* SUTX2011-002 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)……..	$ 13.55	
ELECTRICIAN.....	$ 20.96	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	$ 12.36	

Structures.....$ 13.52

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

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

Servicer.....$ 13.98

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

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

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

==========

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

City Council Meeting

Item Number: 8

Meeting Date: January 25, 2022

To: City Council / City Manager

From: Tina Jauz, Assistant City Manager

Subject: Motion approving a purchase and sale agreement between the Midland Development Corporation and the Estate of J.L. Davis regarding certain real property described as Lots 1A and 9-12, Block 35, Original Town of Midland, City of Midland, Midland County, Texas (DISTRICT 2) (CITY MANAGER)

Purpose:

The Board of Directors of the Midland Development Corporation approved at a regular meeting on January 10, 2022, a resolution authorizing execution of a purchase and sale agreement between the Midland Development Corporation and the Estate of J.L. Davis for the purchase of certain real property described as Lots 1A and 9-12, Block 35, Original Town of Midland, City of Midland, Midland County, Texas, and authorizing the Chairman to execute any and all legal documents and instruments necessary and appropriate for the closing and purchase of said real property.

Recommended City Council Action:

Approve

Fiscal Impact:

$4,900,000.00

Discussion:

This agreement provides for the MDC to purchase J.L. Davis property at 210 North Big Spring and 211 North Colorado for appraised price of $4.9M. The agreement includes abatement cost credit of $500,000.00. Inspection Period is 30 days after Effective Date; Closing shall occur within 30 days of the expiration of the Inspection Period.

City Manager's Office

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT ("*Agreement*") is entered into on _____, 2022 ("*Effective Date*") between THE ESTATE OF J. L. DAVIS ("*Seller*"), and the MIDLAND DEVELOPMENT CORPORATION ("*Purchaser*"), a Type A Texas economic development corporation pursuant to Chapter 504 of the Texas Local Government Code, as amended. Seller and Purchaser are sometimes individually referred to as a "*Party*" and collectively referred to as the "*Parties*."

1. Agreement to Purchase. Seller hereby agrees to sell, and Purchaser agrees to purchase all of Seller's right, title and interest in and to that certain real property described as Lots 1A and 9-12, Block 35, Original Town of Midland, City of Midland, Midland County, Texas (the "*Property*"), together with all improvements thereon, and all rights, easements and interests appurtenant thereto, upon the terms and conditions hereinafter set forth; provided, however, that the Property shall not include any interest in oil, gas, or other minerals, which are specifically reserved by Seller. The Property is shown on **Exhibit A** attached hereto.

2. Purchase Price. The purchase price to be paid by Purchaser to Seller for the Property is Four Million Nine Hundred Thousand and No/100 Dollars ($4,900,000.00) ("*Purchase Price*"), which shall be paid as follows:

(a) Ninety-Eight Thousand and No/100 Dollars ($98,000.00), as earnest money hereunder ("*Earnest Money*"), by certified or cashier's check, shall be deposited in an escrow with West Texas Abstract & Title Co., 3700 N. Big Spring St., Midland, Texas 79705; Attention: Brian Martin, Attorney at Law and Commercial Escrow Officer; Phone: (432) 684-0484 ("*Title Company*") within three (3) business days after execution of this Agreement by Seller and Purchaser. Title Company shall hold the Earnest Money in escrow in an interest-bearing account for the mutual benefit of Seller and Purchaser pursuant to the terms of this Agreement and any further escrow instructions Title Company reasonably requires that are not inconsistent with the terms hereof. Interest on the Earnest Money shall be paid to the Party entitled to the Earnest Money hereunder. Notwithstanding anything contained in this Agreement to the contrary, the sum of One Hundred and No/100 Dollars ($100.00) of the Earnest Money shall in all events remain payable to Seller as consideration for entering into this Agreement and shall not be refunded to Purchaser in any event.

(b) The payment of the balance of the Purchase Price, plus or minus prorations as hereinafter provided, shall be paid by wire transfer of immediately available funds to Seller on the Closing Date (as defined herein).

3. Inspection Period.

(a) Purchaser shall have thirty (30) days from the Effective Date ("*Inspection Period*") to conduct, at its expense, its due diligence with respect to the Property.

(b) Purchaser and its representatives, agents and independent contractors shall have the right to enter upon the Property from time to time for the purpose of inspecting the Property and generally obtaining information at Purchaser's sole cost, expense and

risk. Seller and Purchaser shall establish mutually acceptable procedures for giving Seller reasonable advance notice of Purchaser's entries and inspections so that Seller, at its option, may have one of its representatives familiar with the Property accompany Purchaser. Since Seller has tenants in the Property, Purchaser agrees to reasonable efforts to minimize disruption of the tenant and the parking facilities.

(c) Purchaser shall have the option to terminate this Agreement for any reason by giving written notice of termination to Seller on or before the end of the Inspection Period, in which event the Earnest Money and all interest accrued thereon shall be immediately paid to Purchaser and this Agreement shall be terminated, except for the provisions which by their terms survive Closing or termination. If such option is not exercised, this Agreement shall remain in full force and effect without further action by the Parties and Purchaser's option to terminate this Agreement will be deemed to have been waived.

(d) Purchaser shall have the option to extend the Inspection Period for an additional period of six (6) business days by giving written notice of its election on or before the end of the Inspection Period. If Purchaser elects to extend the Inspection Period as provided herein, One Hundred and No/100 Dollars ($100.00) of the Earnest Money shall not be refundable.

(e) Seller shall provide to Purchaser within five (5) business days of the execution of this Agreement the following information that Seller has in its possession:

(i) all data, documents and information, including, but not limited to, building plans, specifications, surveys and replats;

(ii) environmental studies;

(iii) soil studies;

(iv) copies of asbestos reports and all information regarding abatement of asbestos;

(v) lease and rental agreements;

(vi) maintenance and service agreements; and

(vii) correspondence with governmental authorities regarding the use or condition of any portion of the Property.

4. Abatement Costs; Abatement Cost Credit. The Parties acknowledge and agree that Purchaser's contemplated use of the Property may necessitate the demolition of the improvements currently located thereon. Additionally, the Parties acknowledge and agree that demolition and/or construction activities undertaken by Purchaser may require Purchaser to provide for the abatement of existing environmental hazards/materials (e.g., asbestos, lead, etc.) on the Property, if any. Accordingly, if Purchaser is required to provide for the abatement of environmental hazards/materials in order to proceed with its contemplated demolition and/or construction activities, then Seller shall credit an amount equal to the costs of said abatement activities towards

the Purchase Price (the "*Abatement Cost Credit*"); provided, however, that the Abatement Cost Credit shall not exceed Five Hundred Thousand and No/100 Dollars ($500,000.00).

If the amount of the Abatement Cost Credit is not determinable by the Closing Date (as defined herein), then (a) the Parties shall enter into an escrow agreement (the "*Escrow Agreement*") effective as of the Closing Date, and (b) Seller shall deposit from the Closing proceeds the amount of Five Hundred Thousand and No/100 Dollars ($500,000.00) in escrow with Title Company. The Title Company shall hold such escrowed funds for payment of the Abatement Cost Credit and the escrowed funds shall be released to Purchaser within thirty (30) days following written notice from Purchaser detailing the total realized abatement costs. Said written notice shall be accompanied by a copy of the invoice or statement evidencing the total realized abatement costs. Furthermore, the Escrow Agreement shall contain true-up provisions between Seller and Purchaser in the event that the abatement costs are less than Five Hundred Thousand and No/100 Dollars ($500,000.00) and shall terminate not more than one (1) year from the Closing. The obligations set forth in this Section shall survive the Closing and the termination of this Agreement.

5. Maintenance of the Property. Seller agrees that, until the Closing Date, (a) Seller shall maintain the Property and improvements thereon in substantially the same condition as it is as of the date of Purchaser's execution of this Agreement, and (b) Seller will not further encumber the Property or improvements thereon or permit the Property or improvements thereon to be further encumbered with any easements, agreements, concessions, licenses, leases or other third party rights or with any mortgage or other monetary lien or encumbrance.

6. Representations and Warranties.

(a) Seller represents and warrants to Purchaser as follows, to Seller's knowledge:

(i) Seller has the full legal right, power and authority to execute and deliver this Agreement and all documents now or hereafter to be executed by Seller pursuant to this Agreement (collectively, the "*Seller's Documents*"), to consummate the transaction contemplated hereby, and to perform its obligations hereunder and under Seller's Documents.

(ii) This Agreement and Seller's Documents do not and will not contravene any provision of the organizational documents of Seller, any judgment, order, decree, writ or injunction issued against Seller, or any provision of any laws or governmental ordinances, rules, regulations, orders or requirements (collectively, "*Laws*") applicable to Seller. The consummation of the transaction contemplated hereby will not result in a breach or constitute a default or event of default by Seller under any agreement to which Seller or any of its assets are subject or bound and will not result in a violation of any Laws applicable to Seller.

(iii) There are no contracts, leases, licenses or other occupancy agreements affecting any portion of the Property on the date hereof which will not be terminated before Closing, except for those reflected in the public records.

(iv) There are no service, supply, maintenance, repair, or construction contracts affecting the Property, except for those which are terminable on thirty (30) days' notice or less at no cost.

(v) To Seller's knowledge, there are no pending actions, suits, proceedings or investigations to which Seller is a party before any court or other governmental authority with respect to the Property other than pending appeals of real estate tax assessments.

(vi) Seller has a comprehensive general liability policy that provides coverage on the Property.

(vii) To Seller's knowledge, there is no significant structural damage to the West Texas Gas building on the Property.

(b) Purchaser represents and warrants to Seller as follows:

(i) Purchaser is fully formed and validly existing and is qualified to do business under the laws of the State of Texas.

(ii) Purchaser has the full right, power, authority and financial ability to execute and deliver this Agreement and all documents now or hereafter to be executed by it pursuant to this Agreement (collectively, the "*Purchaser's Documents*"), to consummate the transactions contemplated hereby, and to perform its obligations hereunder and under Purchaser's Documents.

(iii) This Agreement and Purchaser's Documents do not and will not contravene any provision of the organizational documents of Purchaser, any judgment, order, decree, writ or injunction issued against Purchaser, or any provision of any Laws applicable to Purchaser. The consummation of the transactions contemplated hereby will not result in a breach or constitute a default or event of default by Purchaser under any agreement to which Purchaser or any of its assets are subject or bound and will not result in a violation of any Laws applicable to Purchaser.

(iv) Purchaser has not relied and will not rely on any express or implied representations, warranties, statements, or information pertaining to the Property made or furnished by Seller or any representative of Seller, property manager or broker, except as expressly set forth in Section 6(a).

7. Deed. On the Closing Date, Seller shall convey to Purchaser title to the Property by a delivering to Purchaser a duly executed and acknowledged special warranty deed in the form attached hereto as **Exhibit B** (the "*Deed*"), subject only to (a) general taxes not due and payable as of the date of Closing, (b) all matters of public record, (c) and the Permitted Exceptions (if any).

8. Closing Date; Escrow. The closing ("*Closing*") of the sale and purchase contemplated by this Agreement shall occur within thirty (30) days following the expiration of the Inspection Period (the "*Closing Date*"), or on such earlier date as the Parties may agree on, at the office of the Title Company, for the mutual benefit of Purchaser and Seller pursuant to the terms of this Agreement,

and any further escrow instructions Title Company reasonably requires that are not inconsistent with the terms hereof, or at such other time or place, or in such manner, as Seller and Purchaser may agree.

9. Title Insurance. Upon full execution of the Agreement by Seller and delivery thereof to Purchaser, Seller shall deliver or have delivered to Purchaser a commitment to insure title to the Property (the "*Title Commitment*") within five (5) business days of delivery of the Agreement to the Title Company in an amount equal to the Purchase Price. If the Title Commitment discloses exceptions to which Purchaser reasonably objects in writing within two (2) business days after delivery thereof to Purchaser ("*Unpermitted Exceptions*"), Seller shall have three (3) business days after the written notification thereof by Purchaser (a) to have the Unpermitted Exceptions removed from the Title Commitment, or (b) to have the Title Company commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions, or (c) to take no action in connection therewith. Exceptions to which Purchaser has not so objected and those which Seller does not cure or take any action with respect to are "*Permitted Exceptions*." If Seller is unable to have the Unpermitted Exceptions or defects removed, or to obtain endorsements to the Title Commitment as to such exceptions or defects within the specified time (Seller having no obligation to take either action), or Seller takes no action with respect thereto (Seller being deemed to have elected to take no action if Seller does not respond in writing or electronic mail to Purchaser's objections within said three (3) business day period), Purchaser may elect, upon written or electronic mail notice to Seller within two (2) business days after the expiration of such three (3) business-day period, to terminate this Agreement. If Purchaser elects to terminate, this Agreement shall become null and void without further action of the Parties except for the provisions which by their terms survive termination, and the Earnest Money and all interest accrued thereon shall be immediately paid to Purchaser, as Purchaser's sole remedy. If a termination notice is not delivered to Seller within the two (2) business-day period set forth above, Purchaser shall be deemed to have elected to take title to the Property at Closing subject to the Unpermitted Exceptions (at which point such Unpermitted Exceptions shall be deemed Permitted Exceptions).

10. Possession. Purchaser shall be entitled to possession of the Property at Closing upon delivery of the Deed conveying the Property to Purchaser and payment of the Purchase Price. Purchaser agrees to cooperate with Seller in the event Seller needs additional time to remove personal property from the Property after Closing.

11. Prorations.

(a) Taxes. Seller shall be responsible and fully pay at Closing any delinquent ad valorem real estate taxes and general, special, or other assessments owing on the Property which have not been paid in the year due for any year prior to the calendar year of the Closing Date. General ad valorem real estate taxes and assessments imposed by any governmental authority for the 2021 tax year that are not yet due and payable ("*Taxes*") shall be prorated between Seller and Purchaser as of the Closing Date. If the Closing Date occurs prior to the receipt by Seller of the tax bill for the 2021 calendar year, or other applicable tax period in which the Closing Date occurs, Purchaser and Seller shall pro-rate Taxes for said calendar year or other applicable tax period based upon the most recent ascertainable assessed values and tax rates and when the actual amount of ad valorem real estate taxes and assessments for 2021 is fixed and known for the Property, there shall be a

recomputation and any additional payment or refund shall be made accordingly between Purchaser and Seller post-Closing within thirty (30) days after written demand thereof with copies of the applicable tax bill for the Property. When either party receives the tax bill for the 2021 calendar year, such party shall promptly forward the same to the other party hereto.

(b) Other Property Operating Expenses. Operating expenses for the Property shall be prorated as of the Closing Date. Seller shall pay all utility charges and other operating expenses attributable to the Property to, but not including, the Closing Date, and Purchaser shall pay all utility charges and other operating expenses attributable to the Property on or after the Closing Date. To the extent that the amount of actual consumption of any utility services is not determined prior to the Closing Date, a proration shall be made at Closing based on the last available reading and post-Closing adjustments between Purchaser and Seller shall be made within forty-five (45) days of the date that actual consumption for such pre-Closing period is determined, which obligation shall survive the Closing and not be merged therein. Seller shall not assign to Purchaser any deposits which Seller has with any of the utility services or companies servicing the Property. Purchaser shall arrange with such services and companies to have accounts opened in Purchaser's name beginning at 12:01 a.m. on the Closing Date. All use charges payable with respect to the Property, including, without limitation, fees or dues payable to property owner associations or any other payments or fees required to be paid by the owners of the Property in accordance with any restrictive covenants or reciprocal easements affecting the Property, shall also be prorated as of the Closing Date.

12. Closing Costs. Purchaser shall pay all premiums and charges of the Title Company for the Owner's Title Policy to be issued pursuant to the Title Commitment, the cost associated with procuring a survey of the property, all costs of Purchaser's due diligence and any other costs of this transaction not expressly payable by Seller hereunder, and its respective portion of the escrow or closing charges. Seller shall pay all charges of the Title Company, any transfer taxes, all recording and filing charges in connection with the instruments by which Seller conveys the Property, and its respective portion of the escrow or closing charges. Each Party shall pay its own attorney fees. The obligations of the Parties to pay applicable escrow or closing charges and other costs set forth in this Section shall survive the termination of this Agreement.

13. Defaults.

(a) The failure of either Purchaser or Seller to perform any obligation imposed on Purchaser or Seller, as the case may be, within the time limits prescribed herein for such performance, or to comply with the agreements made hereunder, which failure or compliance is not cured within three (3) business days after notice has been given to the defaulting Party by the other Party, shall constitute a default under this Agreement.

(b) If Seller is in default under this Agreement, Purchaser may as Purchaser's liquidated damages and sole remedy, either (i) terminate this Agreement and the Earnest Money and all accrued interest thereon shall be paid to Purchaser, or (ii) sue for specific performance hereunder, and Seller shall pay Purchaser's reasonably

incurred attorney fees in connection with a final, non-appealable entry of judgment for specific performance awarded Purchaser against Seller.

(c) If Purchaser is in default under this Agreement, then the Earnest Money and all accrued interest thereon shall be forfeited as Seller's liquidated damages and sole remedy except for survival and enforcement of the indemnity obligations set forth in Sections 3 and 14 hereof, and obligations of Purchaser expressly surviving termination or expiration of this Agreement.

14. Closing.

(a) At the Closing, Seller shall deliver to Purchaser the following:

(i) The Deed in recordable form conveying the Property to Purchaser;

(ii) Closing statement executed by Seller, conforming to the proration and other relevant provisions of this Agreement;

(iii) Completed state, county and local, if any, real estate transfer tax declarations, signed by Seller or its agent, in the forms required by applicable state, county and local laws;

(iv) Either a FIRPTA non-foreign transfer affidavit; or a qualifying statement from the U.S. Treasury Department that the transaction is exempt from the withholding tax requirement imposed by Section 1445A of the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder;

(v) Such other documents and instruments as may be reasonably requested by Purchaser which are necessary to consummate this transaction; and

(vi) Keys to the Property, if in Seller's possession.

(b) At the Closing, Purchaser shall deliver to Seller the following:

(i) The Earnest Money and the balance of the Purchase Price, subject to adjustment for prorations as herein provided;

(ii) Closing statement, executed by Purchaser; and

(iii) Such other documents and instruments as may be reasonably requested or required by Seller which are necessary to consummate this transaction.

15. Notices. Any notice required or permitted under this Agreement shall be (a) in writing and shall be deemed to have been given when received if sent by registered or certified United States Mail, postage paid and return receipt requested, or (b) when delivered to the office of the Party being notified by hand or messenger or courier service, charges prepaid or billed to the account of the Party giving notice, and addressed to the respective Parties at the following addresses or such other addresses as provided by notice, or (c) by electronic mail, when the recipient, by an email sent to the email address for the sender stated in this Section, acknowledges having received that

email, with an automatic "read receipt" not constituting acknowledgement of an email for purposes of this Section. For purposes of notice relating to all matters, the addresses of the Parties hereto shall, until changed, be as follows:

Seller:
David L. Davis
Co-Independent Executor of the Estate of J. L. Davis
401 W. Wadley Avenue.
Midland, Texas

With a copy to:
Robert V. Rendall, Jr.
Rendall Sikes PLLC
6 Desta Drive, Suite 1000
Midland, Texas 79705

Purchaser:
Midland Development Corporation
Attn: Sara Harris, Executive Director
200 N. Loraine Street, Suite 610
sharris@midlandtxedc.com

With a copy to:
City Attorney's Office
Attn: Nicholas Toulet, Asst. City Attorney
300 N. Loraine St., Suite 320
Midland, Texas 79701
ntcrump@midlandtexas.gov

16. Broker's Commission. Seller and Purchaser represent and warrant to the other that it has dealt with no broker, finder, salesperson or consultant in connection with this Agreement or the purchase and sale. Seller and Purchaser agree to indemnify and hold harmless the other Party against all claims for any other broker's commission or finder's fee asserted against the other Party for actions of the indemnifying Party, and all reasonably related expenses, including attorney fees incurred in the defense of such claims, as the result of communications or dealings with another broker or a finder which were not generated by such other Party. The representations and warranties set forth in this paragraph shall survive the Closing.

17. Loss of Property. In case of any Material Loss (as defined herein) to the Property or improvements thereon or any condemnation or threatened condemnation of the Property or any part thereof prior to Closing, Purchaser or Seller shall have the right to terminate this Agreement by written notice to the other Party, whereupon the Earnest Money shall be promptly returned to Purchaser; provided, Seller may override any termination by Purchaser by giving notice to Purchaser that Seller will repair the damage within one hundred twenty (120) days following the casualty event, whereupon the Closing shall be delayed until ten (10) days following completion of such repair by Seller. Alternatively, Purchaser may complete the purchase without abatement of the Purchase Price in whole or in part, except for the credits and prorations described in this

Agreement, if any (which election Purchaser shall be deemed to have made if Purchaser does not terminate this Agreement within fifteen (15) days following the casualty event), and Purchaser shall be entitled to solely defend and settle any condemnation suit and upon such election, Purchaser shall receive an assignment of any and all rights of Seller thereunder. "*Material Loss*" shall be defined to be the cost of repair or restoration exceeding Fifty Thousand and No/100 Dollars ($50,000.00) or if access to the Property is materially affected.

18. Assignments. This Agreement may be assigned by Purchaser without the prior written consent of Seller.

19. Holidays. If a date for performance by either party falls on a Saturday, Sunday or on a legal holiday, such date for performance shall instead be the next following business day.

20. Miscellaneous.

(a) 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. 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, disputes or any other action arising from, relating to or concerning in any way this Agreement or the performance of this Agreement shall be in Midland County, Texas.

(b) Any changes or modifications of this Agreement must be in writing, and signed by the Parties hereto. This Agreement supersedes any previous understandings or agreements between the Parties relating to the Property.

(c) Section headings are for convenience only, and in no way define or limit the scope and content of this Agreement.

(d) No delay or failure by either Party to enforce or exercise any rights or remedies hereunder shall constitute a waiver of such right or remedy, nor shall any single or partial exercise of a right or remedy preclude any other or further exercise of rights and remedies.

(e) This Agreement may be executed in multiple counterparts, and by use of counterpart signature pages, but all such counterparts shall constitute but one and the same agreement. Signature pages bearing facsimile signatures shall be effective for purposes of binding the parties to this Agreement.

(f) This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, provided this paragraph shall not permit any assignment contrary to the provisions of this Agreement.

(g) Except as otherwise expressly provided herein, the provisions of this Agreement shall not survive Closing.

(h) Each Party hereby represents to the other that it has not retained a broker, agent or finder in connection with this Agreement. Neither Party shall be responsible for or obligated to pay any commission, fee or other consideration with respect to a broker, agent or finder. Each Party agrees to indemnify and hold harmless the other Party from and against any and all claims, losses, damages, costs or expenses of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by said Party or on its behalf with any other broker, agent or finder in connection with this Agreement or the transaction contemplated hereby. The obligations contained in this Section shall survive the Closing.

(i) SELLER HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD PURCHASER AND PURCHASER'S OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, DAMAGES, DEMANDS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) THAT ARE RELATED/ASSOCIATED WITH THE PROPERTY; PROVIDED, HOWEVER, THAT SELLER'S INDEMNITY OBLIGATION REFERENCED IN THIS SECTION SHALL ONLY APPLY TO CLAIMS, CAUSES OF ACTION, DAMAGES, DEMANDS AND EXPENSES THAT ARISE PRIOR TO THE CLOSING DATE. SELLER'S INDEMNITY OBLIGATION REFERENCED IN THIS SECTION SHALL SURVIVE THE CLOSING AND TERMINATION OF THIS AGREEMENT.

21. OFAC. Purchaser and Seller each represents and warrants to the other that neither it nor any of its affiliates or agent(s) acting on behalf of it with respect to this Agreement (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("*OFAC*") pursuant to Executive Order number 13224, 66 Federal Register 49079 (September 25, 2001) (the "*Order*"); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of the OFAC or any other applicable requirements contained in any enabling legislation or other executive orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called the "*Orders*"); (iii) is engaged in activities prohibited in the Orders; or (iv) has been convicted, pleaded nolo contendere, indicted, arraigned or detained on charges involving money laundering or predicate crimes to money laundering.

22. Waiver of Attorney Fees. SUBJECT TO SELLER'S INDEMNITY OBLIGATION CONTAINED IN SECTION 20(i), BY EXECUTING THIS AGREEMENT, THE PARTIES AGREE TO WAIVE AND DO HEREBY WAIVE ANY CLAIM THEY HAVE OR MAY HAVE IN THE FUTURE AGAINST EACH OTHER REGARDING THE AWARD OF ATTORNEY FEES THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS AGREEMENT. THE PARTIES 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, AS AMENDED, THAT SAID PARTY AGREES TO WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY FEES TO WHICH IT MIGHT OTHERWISE BE ENTITLED.

THE PARTIES AGREE THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. THE PARTIES ACKNOWLEDGE THAT THEY UNDERSTAND ALL TERMS AND CONDITIONS OF THE AGREEMENT. THE PARTIES FURTHER ACKNOWLEDGE AND AGREE THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE PARTIES. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

THE PARTIES ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY AGREES IT HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

23. Property Purchased As-Is-Where-Is. SELLER MAKES NO REPRESENTATION TO PURCHASER AS TO THE CONDITION OF THE PROPERTY. PURCHASER SHALL HAVE THE OPPORTUNITY TO CONDUCT WHATEVER TEST IT DEEMS NECESSARY TO ASSURE ITSELF THE PROPERTY MEETS ITS NEEDS AND DOES NOT CONTAIN ANY ENVIRONMENTAL ISSUES WITH WHICH PURCHASER IS NOT WILLING TO ASSUME.

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

SELLER: The Estate of J. L. Davis

By: David L. Davis
David L. Davis
Co-Independent Executor

Sandra Davis Maddox
Co-Independent Executor

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

SUBSCRIBED AND SWORN TO before me by David L. Davis Executor of the Estate of J. L. Davis, on this 10th day of November, 2021.

Kelli R. Gonzalez
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

KELLI R GONZALEZ
Notary ID #11386886
My Commission Expires
December 14, 2024

SUBSCRIBED AND SWORN TO before me by Sandra Davis Maddox Executor of the Estate of J. L. Davis, on this ____ day of _____, 2021.

Notary Public in and for the State of Texas

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

SELLER: The Estate of J. L. Davis

By: _____
David L. Davis
Co-Independent Executor

Sandra Davis Maddox
Co-Independent Executor

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

SUBSCRIBED AND SWORN TO before me by David L. Davis Executor of the Estate of J. L. Davis, on this ____ day of _____, 2021.

_____
Notary Public in and for the State of Texas

New Jersey
THE STATE OF ~~TEXAS~~ §
Somerset §
COUNTY OF ~~DALLAS~~ §

SUBSCRIBED AND SWORN TO before me by Sandra Davis Maddox Executor of the Estate of J. L. Davis, on this 9th day of November, 2021.

_____
Notary Public in and for the State of Texas

LINO M LOPEZ
Commission # 50093787
Notary Public, State of New Jersey
My Commission Expires
November 12, 2023

PURCHASER: MIDLAND DEVELOPMENT CORPORATION

_____
Stephen Lowery, Chairman

THE STATE OF _____ §
§
COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me by _____, on this ____ day of _____, 2022.

_____
Notary Public in and for the State of Texas

RECEIPT AND ACKNOWLEDGEMENT BY TITLE COMPANY

The undersigned Title Company, named in the foregoing Agreement, hereby acknowledges receipt of a fully-executed copy of this Agreement as of the date set forth below. In addition, the Title Company agrees to hold and disburse the Earnest Money in accordance with the terms of the Agreement.

RECEIVED, ACKNOWLEDGED and AGREED TO by the Title Company on this the ____ day of _____, 2022.

West Texas Abstract & Title Co.

By:_____
Name: _____
Title: _____

EXHIBIT A

(Property Depiction)

Exhibit A



MIDLAND Engineering Services
1/6/2022 S.B.

©THE CITY OF MIDLAND - 2022
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.

MIDLAND, TEXAS
ORIGINAL TOWN SUBDIVISION
BLOCK 35 LOT 9 - 12 & 1A

Legend
Parcel

January 25, 2022
1 inch = 60 feet

EXHIBIT B

SPECIAL WARRANTY DEED

STATE OF _____ §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF _____ §

THE ESTATE OF J. L. DAVIS ("*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 are hereby acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents does GRANT, BARGAIN, SELL, AND CONVEY unto the MIDLAND DEVELOPMENT CORPORATION, an economic development corporation existing under the authority of Chapter 504 of the Texas Local Government Code ("*Grantee*"), that certain real property situated in Midland County, Texas (the "*Land*"), and more fully described in Exhibit A hereto, together with all rights, titles, and interests appurtenant thereto, and the buildings and all other improvements and structures constructed on the Land (collectively, the "*Property*").

This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject to the matters described in Exhibit B hereto (collectively, the "*Permitted Exceptions*"), to the extent the Permitted Exceptions are valid, subsisting, and exist on the Property.

EXCEPT FOR THE WARRANTIES OF TITLE HEREIN MADE AND THE EXPRESS REPRESENTATIONS AND WARRANTIES MADE IN THE PURCHASE AND SALE AGREEMENT, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO GRANTEE, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL CONDITION OF THE PROPERTY AND ANY IMPROVEMENTS LOCATED ON, OR THE SUITABILITY FOR ANY PARTICULAR PURPOSE OR OF MERCHANTABILITY.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, its heirs, legal representatives, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor but not otherwise, subject to the Permitted Exceptions.

[SIGNATURE PAGE FOLLOWS]

EXECUTED as of _____, 20__.

GRANTOR:

THE ESTATE OF J. L. DAVIS

By: _____
Name: _____
Title: _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this ___ day of _____, 20__, by _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

_____
Notary Public, State of _____

By: _____
Name: _____
Title: _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this ___ day of _____, 20__, by _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

_____
Notary Public, State of _____

City Council Meeting

Item Number: 9

Meeting Date: January 25, 2022

To: City Council / City Manager

From: Tina Jauz, Assistant City Manager

Subject: Motion approving a promotional agreement between the Midland Development Corporation and Dini Spheris, Inc., to advertise and publicize the City of Midland, Texas, for the purpose of developing new and expanded business enterprises (DISTRICT 2) (CITY MANAGER)

Purpose:

The Board of Directors of the Midland Development Corporation approved at a regular meeting on January 10, 2022, a promotional agreement with Dini Spheris, Inc., to advertise and publicize the City of Midland for the purpose of developing new and expanded business enterprises.

Recommended City Council Action:

Approve

Fiscal Impact:

$82,000.00

Discussion:

This agreement provides for an additional three months of fundraising support for the Hogan Park redevelopment campaign, from January through March 2022, until the Quality of Place Conservancy can be staffed, and Dini Spheris will disengage. Cost is $75,000 for campaign support and up to $7,000 for reimbursable expenses, for a total of $82,000.



City Manager's Office

PROMOTIONAL AGREEMENT

THIS PROMOTIONAL AGREEMENT ("***Agreement***") is made and effective the 25th day of January, 2022 (the "***Effective Date***"), by and between the MIDLAND DEVELOPMENT CORPORATION ("***MDC***"), an economic development corporation existing under the authority of Chapter of 504 of the Texas Local Government Code, and DINI SPHERIS, INC., a Texas corporation ("***COMPANY***"). In this Agreement, MDC and COMPANY are sometimes individually referred to as a "***Party***" and collectively referred to as the "***Parties***."

W I T N E S S E T H:

WHEREAS, MDC is authorized to expend promotional funds in order to advertise or publicize the City of Midland for the purpose of developing new and expanded business enterprises pursuant to Section 504.105 of the Texas Local Government Code; and

WHEREAS, MDC's expenditure of promotional funds for the advertising and promotional services described herein will advertise and publicize the City of Midland for the purpose of developing new and expanded business enterprises, and will thereby enhance and promote economic development within the City of Midland; and

WHEREAS, it is the desire of the Parties to combine their efforts for the purpose of promoting the City of Midland and COMPANY;

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits which will accrue to the Parties, as well as the general citizenry of the City of Midland, the Parties have agreed and do hereby agree as follows:

I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform advertising and promotional services for MDC for the purpose of developing new and expanded business enterprises in the City of Midland and thereby enhance and promote economic development within the City of Midland.

II. OBLIGATIONS OF THE PARTIES

A. MDC Payment. MDC agrees to make payments to COMPANY in accordance with the fees and schedule contained in **Exhibit B**. The total funds provided by MDC under this Agreement shall not exceed the total fee/reimbursement amount contained in **Exhibit B**. The Parties covenant and agree that all funds provided by MDC under this Agreement are in exchange for COMPANY's advertising and promotional services as set forth herein.

B. Services. COMPANY shall use commercially reasonable efforts to provide those services described in **Exhibit A** and **Exhibit B**, which are attached hereto and incorporated herein for all purposes. COMPANY shall perform all services in a workmanlike manner. COMPANY shall coordinate with MDC's Chairman, or his designee, regarding the design, nature, content, and implementation of the services to enable the advertising and promotional activities performed hereunder to be effective and efficient in achieving the purpose of this Agreement.

C. Summary Report. During the term of this Agreement, at a time and place mutually agreed to by the Parties, COMPANY shall provide MDC with a report or presentation containing a detailed summary of COMPANY's efforts to promote new and expanded business enterprises within the City of Midland.

III. INDEPENDENT CONTRACTOR

COMPANY shall operate hereunder as an independent contractor and not as an officer, agent, servant, or employee of MDC. COMPANY shall have exclusive control of, and the exclusive right to control, the details of the work to be performed hereunder and all personnel performing the same, and shall be solely responsible for the acts and omissions of its officers, members, agents, employees or contractors. In no event shall any person participating in or performing any of COMPANY's duties or responsibilities hereunder be considered an officer, agent, or employee of MDC. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control," which would give rise to vicarious liability. COMPANY shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. MDC does not have the power to direct the order in which the work is done. MDC shall not have the right to control the means, methods or details of COMPANY's work. COMPANY shall assume exclusive responsibility for its work.

IV. TERM OF AGREEMENT

Upon execution by the Parties, this Agreement becomes effective on the Effective Date, and shall terminate on March 31, 2022, or when terminated by mutual agreement of the Parties, or when terminated as hereinafter provided.

V. GENERAL TERMS

A. Entire Agreement. This Agreement embodies the complete agreement of the Parties, superseding all oral or written, previous and contemporary agreements between the Parties relating to matters in this Agreement; and except as otherwise provided herein, this Agreement cannot be modified or amended without a written agreement of the Parties.

B. Termination. MDC may terminate this Agreement at will for any or no reason upon giving at least ninety (90) days' written notice to COMPANY. The parties to this Agreement understand and agree that it is in MDC's sole and absolute discretion to cancel the Agreement during the term of the Agreement without penalty to MDC. COMPANY has no expectation and has received no guarantees that this Agreement will not be terminated before the end of the Agreement term. The Parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

D. Legal Construction. In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

E. Notices. All notices to either Party required under this Agreement shall be sent by certified U.S. mail, postage prepaid, addressed to such Party at its respective address shown below. All notices shall be deemed given on the date so deposited in the mail, unless otherwise provided herein. Either Party hereto may change the address below by sending written notice of such change to the other Party.

If to MDC:	*If to COMPANY:*
Executive Director Midland Development Corp. 200 N. Loraine St., Suite 610 Midland, Texas 79701	Dini Spheris, Inc. 2727 Allen Parkway, Suite 1650 Houston, Texas 77019 Attn: Ramona R. Alms

F. Assignment. This Agreement shall be binding upon the Parties and their successors and assigns. This Agreement may not be assigned by COMPANY without the prior written consent of MDC.

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

H. Amendments. This Agreement may be amended by written instrument executed by both Parties expressly stating the intention to amend this Agreement.

I. Governmental Immunity. By executing this agreement, MDC is not waiving its right of governmental immunity. MDC is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

J. Waiver of Attorney Fees. By executing this Agreement, **THE PARTIES AGREE TO WAIVE AND DO HEREBY WAIVE ANY CLAIM THEY HAVE OR MAY HAVE AGAINST THE OTHER PARTY REGARDING THE AWARD OF ATTORNEY FEES, WHICH ARE IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION, OR BREACH OF THIS AGREEMENT. THE PARTIES SPECIFICALLY AGREE THAT IF EITHER PARTY BRINGS OR**

COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), THAT PARTY AGREES TO WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY FEES TO WHICH IT MIGHT OTHERWISE BE ENTITLED. THE OBLIGATIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

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

M. Governmental Function. MDC and COMPANY hereby acknowledge and agree that the entirety of MDC's performance and obligations under this Agreement is a governmental function. By entering into this Agreement, COMPANY releases MDC from any present or future claims asserting that MDC's performance or obligations under this Agreement are not governmental functions.

N. Conflict of Terms. If any conflict of terms or language exists between the provisions of this Agreement and the provisions contained in **Exhibit B**, precedence shall be given to the provisions of this Agreement. For the avoidance of any doubt, the provisions of this Agreement shall supersede any and all conflicting provisions contained in **Exhibit B**.

[Signature Pages Follow]

EXECUTED by the duly authorized officials of the Parties as of the day and year first above written.

MIDLAND DEVELOPMENT CORPORATION

Stephen Lowery, Chairman

ATTEST:

Jill Pennington, Secretary

DINI SPHERIS, INC.

By Ramona Rams

Name Ramona R Alms

Title CFO/Vice President

THE STATE OF TEXAS §
§
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Ramona R. Alms, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of the DINI SPHERIS, INC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of January, 2022.

RODNEY B. NICHOLSON
Notary Public, State of Texas
Comm. Expires 01-08-2024
Notary ID 13048950-4

Rodney B. Nicholson
Notary Public, State of Texas

Promotional Services to be Provided by Dini Spheris

1. Branding the City of Midland for the purpose of developing new and expanded business enterprises in website, brochure, and media materials.
2. Including references to the Midland Development Corporation's support for the Hogan Park re-development campaign in media releases, including advertising, social media posts, television, and newspaper coverage where appropriate.
3. Including a description and logo for the Midland Development Corporation in the Hogan Park re-development campaign website and promotional materials.

Exhibit A

DINI SPHERIS

CONSULTING SERVICES AGREEMENT

BETWEEN

DINI SPHERIS
AND
MIDLAND DEVELOPMENT CORPORATION
MIDLAND, TEXAS

Subject to the terms and conditions of the Consulting Services Agreement Terms and Conditions ("Terms and Conditions"), this Consulting Services Agreement (this "Agreement") is entered into this 25th day of January **2022**, by and between Dini Spheris, Inc., a Texas corporation ("Dini Spheris"), and **Midland Development Corporation** (the "Client") and evidences the engagement of Dini Spheris to provide the Client with professional consulting services.

The Client is an economic development corporation existing under the authority of Chapter 504 of the Texas Local Government Code (EIN# 27-1069506) that desires to obtain professional advice and assistance in planning and implementing fundraising activities or other specific activities related to the organization's mission. Dini Spheris is a consulting firm with expertise in fundraising and management and has the personnel capable of providing the type of services desired by the Client.

The Client desires to engage Dini Spheris, and Dini Spheris agrees to perform the professional services more particularly described herein ("services").

In consideration of the premises and other mutual promises and benefits set forth below, the Client and Dini Spheris agree as follows:

1. **Services**. Dini Spheris shall provide Campaign Capacity Building services as follows:

   - Final implementation of the Permian Basin Quality of Place Conservancy: Priority focus is management of the Executive Director search. Assist the co-chairs and committee with interviewee selection and administrative support. Prepare responses and documents as requested by government entities, coordinate board meetings and agendas.

Exhibit B

- Campaign Oversight and Management: Provide guidance in monthly campaign meetings and overall management of volunteers; develop and update case materials as needed; provide strategy as it relates to prospects and cultivation proactively and upon request by each committee member; manage and prepare all proposal submissions; work individually with committee members on action items; research new prospects and revenue strategies; create and manage the prospect spreadsheet; track results and be available for any events or other opportunities as needed to move the campaign forward.
- Social Media Strategy: Create and manage social media strategy and post content across multi social media platforms on a weekly basis.

Ms. Michelle Buchanan, shall serve as primary counsel for this project. Mr. Victor Brooks, Consultant, shall assist in the delivery of these consulting services. Ms. Jacquelyn Buss, Consulting Projects Manager, shall provide logistical and administrative support. Mr. Rodney Nicholson, Director, Information Technology Services, will manage social media services. Other members of Dini Spheris may assist with these services as required.

2. **Compensation and Reimbursement**. The total fee for these services is $75,000. Payment of fees is due as follows:

January 25, 2022	$25,000
February 15, 2022	$25,000
March 15, 2022	$25,000

In addition to the fee, Dini Spheris shall be entitled to reimbursement up to $7,000.00 for reasonable expenses incurred in performing the services, including travel, wealth screening if conducted through Dini Spheris (in excess of 500 records if referenced in services above), printing, meeting expenses and supplies. Dini Spheris shall be solely responsible for all other expenses of its business. Dini Spheris shall bill the Client monthly for all fees and expenses incurred each month. All bills are payable within ten (10) days after receipt. Bills more than forty-five (45) days past due shall be considered delinquent and will constitute a breach of contract. Dini Spheris shall have the right to cease work for the Client until all outstanding bills from Dini Spheris are paid in full. Upon payment in full, Dini Spheris will have the right to resume the contract or to negotiate a new contract for the balance of the services.

3. **Duration and Termination**. This Agreement shall be for a term of three months, commencing **January 25, 2022** and continuing through **March 31, 2022**. Either party may terminate this Agreement at any time upon thirty (30) days' prior written notice to the other party. Upon

termination of this Agreement by means of written notice prior to the end of the term, the fees payable and expenses to be reimbursed to Dini Spheris by the Client shall be those incurred to the date of termination.

4. **Notices**. Any notice given pursuant to this Agreement or the Terms and Conditions by any party to the other shall be deemed to have been given upon (i) delivery, if hand delivered, (ii) three days after the mailing, if mailed by registered or certified mail, return receipt requested, postage prepaid, (iii) on the next business day after facsimile transmission, or (iv) on the date of transmission, if sent by email, addressed to such address as any party hereunder may designate for notice purposes. Notices shall be sent to:

For Dini Spheris:
Attn: Ms. Ramona R. Alms
Vice President, Finance & Administration
Dini Spheris
2727 Allen Parkway, Suite 1650
Houston, Texas 77019
Email: ralms@dinispheris.com

For the Client:
Mailing Address
Attn: Sara Harris
Midland Development Corporation
200 N. Loraine Street, #610
Midland, Texas 79701
Email: sharris@midlndtxedc.com

5. **Billing Contact**. Dini Spheris has automated our billing processes and sends all invoices electronically via email. Please select a designated person in your organization that is to receive (not necessarily approve) monthly billing invoices from Dini Spheris and have them send an email to the following email address (ralms@dinispheris.com) so that we can set them up in our accounting system to receive monthly invoices via email. You may also complete the space below with the appropriate information:

Dini Spheris may send Client invoices to the following email address(es):

sharris@midlandtxedc.com
Client email address for receipt of monthly billing invoices.

CC: this Client email address (Accounts Payable, etc.)

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written intending to be bound thereby.

Midland Development Corporation

BY: _____

NAME: _____

TITLE: _____

Dini Spheris

BY: MBuchanan

NAME: Michelle Buchanan

TITLE: Principal

Consulting Services Agreement Terms and Conditions

Unless otherwise specifically indicated, all terms used in this Consulting Services Agreement Terms and Conditions (this "Terms and Conditions") shall have the meaning as set forth in the Consulting Services Agreement (the "Agreement," and together with the Terms and Conditions, shall constitute the "Services Agreement").

1. Method of Performing Services. Dini Spheris shall determine the method, details and means of performing the work to be carried out for the Client pursuant to the Services Agreement. Dini Spheris warrants that the services performed hereunder (performed by either Dini Spheris or any subcontractor to Dini Spheris) shall be performed using the standards, practices, methods and procedures and exercising that degree of skill, care and diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances.

2. Changes to Services Rendered. The services rendered under the Services Agreement may be changed by the Client only pursuant to an amendment, approved by Dini Spheris, in its sole discretion. If the changes requested are outside the general scope of the Services Agreement, as determined by Dini Spheris, the Client and Dini Spheris shall negotiate a new agreement and fee arrangement to cover the new services.

3. Nature of the Relationship. The intent and purpose of the parties to the Services Agreement is for Dini Spheris to serve as an independent consultant for the Client in connection with providing the services. Nothing contained in the Services Agreement shall be deemed or construed to create a partnership or joint venture between the Client and Dini Spheris, or to create a relationship of employer-employee between the Client and Dini Spheris or any representative of Dini Spheris, or shall otherwise create any liability for the Client or Dini Spheris with respect to any indebtedness, liabilities or obligations of the other or any third party.

4. Governing Law. The validity, construction, enforcement and interpretation of the rights and duties of the parties to the Services Agreement shall be governed by and interpreted under the laws of the state of Texas, without regard to conflict of laws principles thereof.

5. Disputes; Venue; Service of Process. ~~The Client and Dini Spheris agree that any dispute, controversy, or claim arising out of or relating to the relationship between the Client and Dini Spheris, including the Services Agreement and the validity of this arbitration clause, shall be submitted to and decided by binding arbitration in Harris County, Texas. Each party shall bear its own costs of arbitration; provided that, the arbitrator shall award to the prevailing party attorneys' fees, costs and necessary disbursements in addition to any other relief to which it may be entitled. Any arbitral award determination shall be final and binding on the parties and may be entered as a judgment in a court of competent jurisdiction. Each party hereby consents to service of process at the address to which notices are to be given.~~

6. Nonexclusive Services. During the term of the Services Agreement, Dini Spheris may represent, perform services for, or be retained by such additional persons or entities as Dini Spheris deems appropriate.

7. Non-Solicitation of Employees. The Client agrees that during the term of and for a period of one (1) year following the termination of the Services Agreement, it shall not directly or indirectly solicit or recruit or attempt to solicit or recruit, any person who is then employed by Dini Spheris or who had been an employee of Dini Spheris during the term of the Services Agreement regardless of the reason for the employment termination. The Client further agrees that the limitations set forth herein on its rights to employ current or former Dini Spheris employees or representatives are reasonable and necessary for the protection of Dini Spheris.

8. Severability. If any provision of the Services Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable; the Services Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and, the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.

9. Confidentiality. The Client and Dini Spheris agree that certain confidential information regarding the business, prospects and donors of the Client and the business of Dini Spheris, including information revealed during the performance of the Services Agreement, is confidential in nature and both parties agree not to disclose the confidential information, or make use of it outside of the express purposes of the Services Agreement, without the prior written consent of the other party to the Services Agreement or except as required by law. For purposes of the Services Agreement, "confidential information" includes information regarding the finances, operations, prospects, donors and gifts of the Client; reports and surveys prepared by Dini Spheris during the course of the Services Agreement; and any information regarding the business practices or finances of Dini Spheris disclosed during the proposal process, contracting or business relationship with the Client.

10. Assignment. Neither the Client nor Dini Spheris may assign the Services Agreement or any of its rights and obligations hereunder without prior written consent of the other party, and any such attempted assignment without such prior written consent shall be void.

11. Entire Agreement. The provisions of the Agreement are incorporated herein by reference. It is mutually agreed that the Agreement and the Terms and Conditions contain the entire agreement between Dini Spheris and the Client, applying to the matters herein contained, and that the same has been entered into relying only upon the provisions contained herein and not upon any other oral or written representations by either Dini Spheris or the Client; that the Services Agreement shall supersede all representations, agreements, statements and understandings relating to such matters made prior to execution of the Agreement either orally or in writing. The Services Agreement may not be modified, supplemented or explained except as agreed upon by both an authorized representative of Dini Spheris and the Client in writing.

12. Construction. The Services Agreement is the product of the efforts of both parties and shall not be interpreted in favor of or against either Dini Spheris or the Client merely because of its effort in preparing it.

13. Headings. The headings in the Services Agreement are for convenience only; they form no part of the Services Agreement and shall not affect its interpretation. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

14. No Waiver. The failure of either Dini Spheris or the Client to enforce at any time any of the provisions of the Services Agreement, or any rights in respect hereto, or to exercise any election herein provided, shall in no way be considered to be a waiver of such provisions, rights or elections or in any way to affect the validity of the Services Agreement. The exercise by either Dini Spheris or the Client of any rights herein or any of its elections under the terms or covenants herein shall not preclude or prejudice said party from exercising the same or any other right it may have under the Services Agreement.

15. Publicity. Client agrees that Dini Spheris can include the Client's name, trademark or service mark, and logo on the Dini Spheris website and in social media announcements. Dini Spheris agrees to request additional permission relative to the inclusion of the above in any promotional advertisements for the firm exclusive of the Dini Spheris website and social media announcements. The Client grants to Dini Spheris the privilege to link directly to the Client's website from the Dini Spheris website or for social media use. Dini Spheris grants to Client the privilege of placing the Dini Spheris name, logo, trademark and website link on the Client website. At any time, at the Client's request, Dini Spheris will timely remove any reference to Client from the Dini Spheris website.

16. Disclaimer of Representations and Warranties; Sole and Exclusive Remedy; Damages. Except as provided in the Services Agreement, Dini Spheris makes no warranties, express or implied, and Dini Spheris shall have no other warranty liability to the Client. Notwithstanding anything to the contrary in the Services Agreement, as the sole and exclusive remedy to the Client for an alleged breach of any Dini Spheris warranty set forth in the Services Agreement, the maximum amount for which Dini Spheris or its affiliates shall be responsible, shall be the fee for services provided excluding all other costs pursuant to paragraph 2 of the Agreement. This clause shall be liberally construed to apply irrespective of the Client's cause of action or theory of recovery. The Client hereby waives any and all claims against Dini Spheris for consequential damages arising out of or relating to the Services Agreement.

17. Counterparts. The Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. Confirmation of execution by electronic transmission of a facsimile signature page will be binding upon any party so confirming. Any other manual signature delivered by other electronic means, including as a pdf or other image file attached to an email transmission, shall be deemed to constitute signed original counterparts thereof and shall bind the parties signing and delivering in such manner.

18. No Third-Party Beneficiaries. The Services Agreement is solely for the benefit of Dini Spheris and the Client and does not confer on third parties any remedy, claim, reimbursement, claim of action or other right in addition to those existing without reference to the Services Agreement.

Effective Date 01/01/2019

City Council Meeting

Item Number: 10

Meeting Date: January 25, 2022

To: City Council / City Manager

From: Isaac Garnett, Manager, Community Development

Subject: Motion authorizing the intent of the Community Development Department to establish the schedule for 2022 CDBG Grant application cycle (DISTRICT: ALL) (DEVELOPMENT SERVICES)

Purpose:

Motion authorizing the intent of the Community Development Department to establish the schedule for 2022 CDBG Grant application cycle.

Recommended City Council Action:

Directional / Informational

Fiscal Impact:

No fiscal Impact.

Discussion:

The CDBG office is the responsible group for establishing priorities, guidance, and timelines for grant processes according to HUD guidelines and the 2020-2024 Action Plan/Consolidated Plan. The schedule is for the public and possible applicants to be able to understand how and when the CDBG grant process begin and critical dates to be aware if an organization wishes to apply for funding. The City Council members from Districts 2 and 4 will be the leads for reviewing and submitting applications, as members of the CDBG Committee, to the full Council.

Robert Patrick

City Manager's Office

Schedule for 2022 CDBG Application Cycle, 2022- 2023 Action Plan

DESCRIPTION OF EVENT	DATE
Inform public of schedule	February 4
Application training to prospective applicants	As needed
Community Meetings –TBD	March 2022
Project applications / Proposals due date	April 4/April 22
Community Development Week	March 28 – April 1
Public Hearing #1 (City Hall) – Review past performance; present CDBG proposals.	May 24, 10:00 a.m.
CDBG Committee Meeting. Review Action Plan recommendations and develop recommendations on fund distribution	To be determined
Public Hearing #2 (City Hall) – Review Action Plan recommendations and draft Action Plan.	June 14 10:00 am
Publish Draft Action Plan; allow 30-Days for public review and comment	June 17 to July 18
Final Approval (City Hall) – Council considers approval of Action Plan.	July 26
Submit Action Plan to HUD.	By August 16
Conduct environmental reviews and provide training to new subrecipients.	As needed
Receive grant agreement from HUD and begin projects that are authorized by individual contracts.	October 1, 2022

Prepared 01/20/22

City Council Meeting

Item Number: 11

Meeting Date: January 25, 2022

To: City Council / City Manager

From: Charles Harrington, Director

Subject: RESOLUTION RATIFYING AND APPROVING THE SENDING OF A LETTER CONCERNING THE DENIAL OF A SPECIFIC USE DESIGNATION WITHOUT TERM FOR A 200-SQUARE FOOT PORTION OF LOT 3, BLOCK 1, POLO CLUB ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH WOULD HAVE ALLOWED SAID PROPERTYTO BE USED FOR WIRELESS COMMUNICATION SYSTEMS (DEVELOPMENT SERVICES)

Purpose:

Ratify and approve the sending of a letter denying the application for a specific use designation for wireless communication systems, which would have been located at 5110 N. Garfield Street.

Recommended City Council Action:

Approve

Fiscal Impact:

No Fiscal impact to the City of Midland

Discussion:

On January 11, 2022, the City Council held a public hearing and considered an ordinance that would have granted a specific use designation without term for a 200-square foot portion of Lot 3, Block 1, Polo Club Addition, Section 3, City and County of Midland, Texas, which would have allowed said property to be used for wireless communication systems. The Council voted on the ordinance, and it failed to be approved.

Per the Federal Telecommunications Act of 1996, a local government must put into writing its decision to deny a request to construct wireless service facilities and identify the reasons for

the denial. A denial letter (see attached) was prepared and sent on January 13, 2022. This action by City Council will ratify and approve the sending of the letter and the content therein.

Robert Patrick

City Manager's Office

RESOLUTION NO. _____

RESOLUTION RATIFYING AND APPROVING THE SENDING OF A LETTER CONCERNING THE DENIAL OF A SPECIFIC USE DESIGNATION WITHOUT TERM FOR A 200-SQUARE FOOT PORTION OF LOT 3, BLOCK 1, POLO CLUB ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH WOULD HAVE ALLOWED SAID PROPERTY TO BE USED FOR WIRELESS COMMUNICATION SYSTEMS

WHEREAS, on January 11, 2022, the City Council held a public hearing regarding an ordinance that would have granted a Specific Use Designation Without Term for a 200-square foot portion of Lot 3, Block 1, Polo Club Addition, Section 3, City and County of Midland, Texas, which would have allowed said property to be used for wireless communication systems (the "SUD"); and

WHEREAS, following the public hearing, the City Council voted on the ordinance, and it failed to be approved and adopted; and

WHEREAS, on January 13, 2022, in accordance with the Telecommunications Act of 1996, the Director of Development Services sent the applicant for said SUD a letter notifying the applicant that the SUD application was denied (the "Letter"), a copy of which is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the City Council finds it to be in the public interest to ratify and approve the sending of the Letter and the content therein;

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

SECTION ONE. That the City Council hereby ratifies and approves the sending of the Letter.

SECTION TWO. That the City Council hereby ratifies, approves and adopts the content of the Letter.

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

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

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

MIDLAND
Developmental Services

January 13, 2022

Ralph Wyngarden
Sr. Zoning Specialist
Faulk & Foster
678 Front Avenue NW, Suite 255
Grand Rapids, Michigan 49504

DENIAL OF SPECIFIC USE DESIGNATION WITHOUT TERM

Re: Application for a specific use designation without term for a 200-square foot portion of Lot 3, Block 1, Polo Club Addition, Section 3, City and County of Midland, Texas, allowing said property to be used for wireless communication systems, including a monopole antenna structure

Greetings:

Please be advised that your above-referenced application is denied. The reasons for the denial are as follows:

1. An intention of the City's wireless communication systems regulations is to "[d]iscourage the location of towers in residential areas[.]" Midland City Code § 11-1-4.04.A.20.a.i.(a). Lot 3, Block 1, Polo Club Addition, Section 3, City and County of Midland, Texas (the "Property") is zoned AE, Agricultural Estate District, which is a residential zoning district. Wireless communication systems are not allowed by right in the AE, Agricultural Estate District. In a residential zoning district such as the AE, Agricultural Estate District, a specific use designation without term (an "SUD") is required in order for property to be used for wireless communication systems. *See* Midland City Code § 11-1-4.03. Denying the application for the SUD satisfies the intent of the City's wireless communication systems regulations to discourage the location of towers in residential areas.

2. Another intention of the City's wireless communication systems regulations is to "[r]equire users to locate and engineer towers and design sites in ways that minimize the adverse visual impact and ensure the public safety." Midland City Code § 11-1-4.04.A.20.a.i.(c) (emphasis added).

    a. "The installation of Wireless Communication Systems utilizing a stealth tower to camouflage an antenna support structure, such as a clock tower, flagpole or tree is

recommended in all zone districts, and is required in residential zones. In addition, stealth design may include utilizing church steeples, bell towers, and other internal structures." Midland City Code § 11-1-4.04.A.20.c.iii(b) (emphasis added). The proposed 100-foot tower (the "Tower"), which would be located in a residential zoning district, is not a stealth tower that camouflages the antenna support structure, and it would have an adverse visual impact. Denying the application for the SUD satisfies both (1) the requirement that that a stealth tower be utilized in residential zoning districts and (2) the intent of the City's wireless communication systems regulations to require users to locate and engineer towers and design sites in ways that minimize the adverse visual impact.

b. A church structure is located on the Property within the proposed Tower's fall radius, which would create a public safety hazard. "The fall radius of the antenna support structure must be from finished grade to the height of the antenna plus an additional ten feet." Midland City Code § 11-1-4.04.A.20.c.i(d). The Tower's fall radius is 110 feet. Denying the application for the SUD satisfies the intent of the City's wireless communication systems regulations to require users to locate and engineer towers and design sites in ways that ensure the public safety.

3. Chapter 3 of the Tall City Tomorrow Comprehensive Plan classifies the area in which the Property is located as UR-LL, Urban Residential - Large Lot, which emphasizes housing and open spaces. Denying the application for the SUD satisfies the Tall City Tomorrow Comprehensive Plan.

Sincerely,

Charles Harrington
Director of Development Services

Cc: John Wright
Director of Tower Operations
Hemphill, LLC
1305 N. Louisville Ave.
Tulsa, Ok 74115

MIDLAND
Developmental Services

January 13, 2022

Ralph Wyngarden
Sr. Zoning Specialist
Faulk & Foster
678 Front Avenue NW, Suite 255
Grand Rapids, Michigan 49504

DENIAL OF SPECIFIC USE DESIGNATION WITHOUT TERM

Re: Application for a specific use designation without term for a 200-square foot portion of Lot 3, Block 1, Polo Club Addition, Section 3, City and County of Midland, Texas, allowing said property to be used for wireless communication systems, including a monopole antenna structure

Greetings:

Please be advised that your above-referenced application is denied. The reasons for the denial are as follows:

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    a. "The installation of Wireless Communication Systems utilizing a stealth tower to camouflage an antenna support structure, such as a clock tower, flagpole or tree is

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3. Chapter 3 of the Tall City Tomorrow Comprehensive Plan classifies the area in which the Property is located as UR-LL, Urban Residential - Large Lot, which emphasizes housing and open spaces. Denying the application for the SUD satisfies the Tall City Tomorrow Comprehensive Plan.

Sincerely,

Charles Harrington
Director of Development Services

Cc: John Wright
Director of Tower Operations
Hemphill, LLC
1305 N. Louisville Ave.
Tulsa, OK 74115

City Council Meeting

Item Number: 12

Meeting Date: January 25, 2022

To: City Council / City Manager

From: Seth Herman, Police Chief

Subject: RESOLUTION AUTHORIZING THE ISSUANCE OF AN OPERATING CERTIFICATE FOR MOORE'S LIMO SERVICE, LLC; 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 MOORE'S LIMO SERVICE, LLC; SETTING FORTH CONDITIONS ACCOMPANYING THE CERTIFICATE; AND ESTABLISHING THE TERMS OF THE CERTIFICATE.

Recommended City Council Action:

Approve

Fiscal Impact:

NONE.

Discussion:

Isaiah Michael Bradford, owner of Moore's Limo Service, LLC., has filed an application with the City Secretary's Office for the renewal of the company's operating certificate. The applicant has successfully passed the requisite background checks concerning criminal and driving records. Furthermore, the applicant has furnished all necessary documentation related to proof of financial responsibility and has signed a copy of the operating certificate indicating acceptance of the provisions contained therein.



City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ISSUANCE OF AN OPERATING CERTIFICATE FOR MOORE'S LIMO SERVICE, LLC; 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 grant to Moore's Limo Service, LLC, an Operating Certificate for a limousine business pursuant to Title V, Chapter 6 of the Midland City Code, the provisions of said certificate to be as set forth in Exhibit A, attached hereto and incorporated herein by reference.

SECTION TWO. Notwithstanding Section One, the City Secretary shall not issue the Operating Certificate set forth above unless and until:

A. Moore's Limo Service, LLC, 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 limousines under the Operating Certificate; and

B. Moore's Limo Service, LLC, has paid to the City the amount of the annual fee required under Section 5-6-2(G) of the City Code; and

C. Moore's Limo Service, LLC, 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., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Seth Herman, Police Chief

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

CITY OF MIDLAND OPERATING CERTIFICATE FOR LIMOUSINE BUSINESS

THIS OPERATING CERTIFICATE is issued to Moore's Limo Service, LLC ("Operator") whose address is 1710 N. Dixie Blvd., Odessa, TX 79761, pursuant to Title V, Chapter 6 of the Midland City Code, for the purpose of granting to Operator the privilege of operating a limousine 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 limousine business operated pursuant to this certificate shall be Moore's Limo Service, LLC.

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 limousine 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 _____, 2022.

_____
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.

Name:_____ Date:_____

5 year Renewal.
#337-2016

TAXI/LIMO OPERATING CERTIFICATE

APPLICATION CHECKLIST

Date Submitted	12-16-2021	
Name of Applicant	Moore's Limo	
Application Complete?	Yes ✓	No
Attachments Complete?	Yes ✓	No
Copy of current lease or affidavit to ownership and occupancy	Yes ✓	No
Application verified by City Secretary's Office:	Initials Here JRL	
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: 12-20-2021	
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: Darlene Eastin
City Secretary's Office

City Hall Room 330

For questions please call: 432-685-7430

12-15-2021 - Paid. Vehicle operating fees.

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): Isaiah Michael Bradford
   Permanent Address: 1710 N Dixie Blvd, Odessa, TX 79761
   Mailing Address: 1710 N Dixie Blvd
   City Odessa State TX Zip 79761
   Phone: 432-770-6810

   b. Is this application filed by a partnership? Yes ____ No X
   If Yes, list all partners' names, addresses and phone numbers:

Name	Address	Phone

   c. Is this application filed by a corporation? Yes __ No X
   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
Isaiah Bradford	1710 N Dixie Blvd Odessa, TX 79761	Owner

2. Limousine Business Information:
   a. Headquarters Address: 1710 N Dixie Blvd, Odessa, TX 79761
   Headquarters Phone: 432-978-5114

   b. Location and Description of Additional Limousine Stands:
   - USF – 5270 W 26th St, Odessa, TX 79763
   - Remote Site – 2100 W Wadley Ave, #22, Midland, TX 79705

   c. Trade Name: Moore's Limo Service, LLC

   d. Color Scheme: Black, White, Blue

e. Description of each limousine: Please see Attached Document

Year	Make	Model	Cab #	Owner	Leased?

3. Do you currently operate or have an interest in any limousine business other than Midland? If yes, provide complete information concerning same. Odessa, TX

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.)

- 100% of Employees & Contract Drivers once per year
- Random Quarterly Performed

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.

Applicant's signature

Subscribed and sworn to before me by the said this the 15th day of December, 2021, to certify which witness my hand and seal of office.

Notary Public

VANESSA WHITE
Notary Public, State of Texas
Comm. Expires 04-04-2022
Notary ID 129715316

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 Isaiah Michael Bradford, 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 No Liabilities
REAL ESTATE	
Single Family Home - 1 story — $250,000.00	
AUTOMOBILES	
2017 Cadillac Escalade ESV — $65,000.00	
PERSONAL AND HOUSEHOLD GOODS	
Personal + Household — $75,000.00	
CASH	
Banks Combined $45,000.00	
SECURITIES, STOCKS, OTHER INVESTMENTS	
N/A	
OTHER	
N/A	

Applicant

Attachment B

ASSETS AND LIABILITIES DEDICATED TO LIMOUSINEBUSINESS

I, Isaiah Michael Bradford, 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 No liabilities
REAL ESTATE	
N/A	N/A
AUTOMOBILES	
Cadillac Escalade Suv International 3300 PimoBus Ford Excursion Limo More on Next Page →	See Attached Vehicle List
PERSONAL AND HOUSEHOLD GOODS	
Office Supplies — $26,000.00	
CASH	
Bank Balances — $350,000.00 (Estimated)	
SECURITIES, STOCKS, OTHER INVESTMENTS	
N/A	N/A
OTHER	
N/A	N/A

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.

Attachment E

EXPERIENCE RECORD

I, Isaiah Mikael Bradford, 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
Moore's Limo Service, LLC	2015 - Present	Owner

Total number of years driving a taxicab: 6 years

How long have you held a driver's license? 11 years Date of Birth: 07/08/1992

Provide information below for States in which you have held a Driver's License:

State of Issuance	Dates Held	Type	Driver's License Number
Missouri	2010 - 2014	C	N/A

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:

1 - Personal Car, Other Party At Fault, I had the Right Away and they pulled out in front of me-
1 - work Truck, Other Party At Fault, They Rear Ended Me

Other Comments: Perfect Safety Record with zero incidents since 2015.

Applicant

Attachment F
CITY CHAUFFEUR'S LICENSE

Full Name (including Maiden): David Michael Bradford
Address: 1710 N Dixie Blvd, Odessa, TX 79761 Phone: 432-770-6810
Business Address: 1710 N Dixie Blvd, Odessa, TX 79761 Phone: 432-978-5114
Birth Place: Joplin, MO Birth Date: 07/08/92 Age: 29
Race: W Sex: M Hgt: 5'8 Wgt: 225 Hair: Blond Eyes: Blue Complexion: _____
List any body or facial marks/defects: N/A
Length of Residence: Midland 8 yrs State 8 yrs U.S. Citizen? (Yes) or No:
Driving Experience-Number of Years: 11 yrs Social Security #: 498-06-3257

TX DRIVERS LICENSE #: 40737857

LIMOUSINE COMPANY YOU ARE WORKING FOR:
Name of Limousine Company: Moore's Limo Service, LLC
Limousine Company Address: 1710 N Dixie Blvd, Odessa, TX 79761
Physician Name: N/A
Physician Address: N/A Phone #: N/A

HAVE YOU EVER BEEN ARRESTED? Yes _____ No X

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

(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

(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: David Bradford
Dated: 12/14/2021

Form 424 **(Revised 05/11)** Submit in duplicate to: Secretary of State P.O. Box 13697 Austin, TX 78711-3697 512 463-5555 FAX: 512/463-5709 **Filing Fee: See instructions**	**Certificate of Amendment**	This space reserved for office use. FILED In the Office of the Secretary of State of Texas APR 23 2018 Corporations Section

Entity Information

The name of the filing entity is:

R.L.C. Enterprises LLC

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

- ☐ For-profit Corporation
- ☐ Nonprofit Corporation
- ☐ Cooperative Association
- ☑ Limited Liability Company
- ☐ Professional Corporation
- ☐ Professional Limited Liability Company
- ☐ Professional Association
- ☐ Limited Partnership

The file number issued to the filing entity by the secretary of state is: 801926288

The date of formation of the entity is: 02/03/2014

Amendments

1. Amended Name

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

Moore's Limo Service LLC

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

Registered Agent
(Complete either A or B, but not both. Also complete C.)

☐ A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

☑ B. The registered agent is an individual resident of the state whose name is:

Ryan	L	Cooper	
First Name	*M.I.*	*Last Name*	*Suffix*

The person executing this instrument affirms that the person designated as the new registered agent has consented to serve as registered agent.

C. The business address of the registered agent and the registered office address is:

1710 North Dixie Blvd.	Odessa	TX	79761
Street Address (No P.O. Box)	*City*	*State*	*Zip Code*

3. Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

☑ **Add** each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

Manager #3
Isaiah M. Bradford Title: Manager
1710 North Dixie Blvd.
Odessa, Texas 79761

☐ **Alter** each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

☐ **Delete** each of the provisions identified below from the certificate of formation.

Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

Effectiveness of Filing (Select either A, B, or C.)

A. ☑ This document becomes effective when the document is filed by the secretary of state.

B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____

C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: 4-16-2018

Member / Manager

By: Ryan Levi Cooper

Signature of authorized person

Ryan Levi Cooper

Printed or typed name of authorized person (see instructions)

Texas Franchise Tax Public Information Report

Comptroller of Public Accounts FORM 05-102 (Rev.9-11/30)

To be filed by Corporations , Limited Liability Companies (LLC) and Financial Institutions

This report MUST be signed and filed to satisfy franchise tax requirements

■ **Tcode** 13196 Franchise

■ Taxpayer number	■ Report year
32053106327	2019

You have certain rights *under Chapter 552 and 559, Government Code, to review, request, and correct information we have on file about you. Contact us at (800) 252-1381or (512) 463-4600.*

Taxpayer name				
MOORE'S LIMO SERVICE LLC				
Mailing address: 1710 N DIXIE BLVD				Secretary of State (SOS) file number or Comptroller file number: 0801926288
City: ODESSA	State: TX	ZIP Code: 79761	Plus 4:	

◯ Blacken circle if there are currently no changes from previous year; if no information is displayed, complete the applicable information in Sections A, B and C.

Principal office
Principal place of business

Please sign below!

Officer, director and manager information is reported as of the date a Public Information Report is completed. The information is updated annually as part of the franchise tax report. There is no requirement or procedure for supplementing the information as officers, directors, or managers change throughout the year.

3205310632719

SECTION A Name, title and mailing address of each officer, director or manager.

Name	Title	Director	Term expiration (m m d d y y)
ISAIAH M BRADFORD	PTR	◯ YES	
Mailing address: 1710 N DIXIE BLVD	City: ODESSA	State: TX	ZIP Code: 79761
RYAN L COOPER	DIRECTOR	● YES	
Mailing address: 4601 E. ZEERING RD	City: DENAIR	State: CA	ZIP Code: 95316
STEPHANIE L COOPER	PTR	◯ YES	
Mailing address: 4601 E. ZEERING RD	City: DENAIR	State: CA	ZIP Code: 95316

SECTION B Enter the information required for each corporation or LLC, if any, in which this entity owns an interest of 10 percent or more.

Name of owned (subsidiary) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of ownership
Name of owned (subsidiary) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of ownership

SECTION C Enter the information required for each corporation or LLC, if any, that owns an interest of 10 percent or more in this entity or limited liability company.

Name of owned (parent) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of ownership

Registered agent and registered office currently on file. *(see instructions if you need to make changes)*

Agent: **RYAN L COOPER**

◯ Blacken circle if you need forms to change the registered agent or registered office information.

Office:	City	State	ZIP Code
1710 NORTH DIXIE BLVD.	ODESSA	TX	79761

The above information is required by Section 171.203 of the Tax Code for each corporation or limited liability company that files a Texas Franchise Tax Report. Use additional sheets for Sections A, B, and C, if necessary. The information will be available for public inspection.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the date below, and that a copy of this report has been mailed to each person named in this report who is an officer, director or manager and who is not currently employed by this, or a related, corporation or limited liability company.

sign here ▸	Title	Date	Area code and phone number
Ryan L Cooper	Electronic	04-01-2019	(432) 978 - 5114

Texas Comptroller Official Use Only

VE/DE	◯	PIR IND	◯

337-2016

Moore's Limo
Isaiah Bradford
1710 N Dixie
Odessa, Texas 79761
432-978-5114-Business
432-770-6810-Cell
E: mooreslimo@gmail.com
W: www.mooreslimoservice.com
2015-402
Contract Expires on 12/15/2020

LIMO#	MODEL	MAKE	SERIAL #	LIC. #
001	2000	Ford Excursion	0988	KLH 5734
002	2004	Cadillac Stretch Limo	5629	JMW 5797
003	2004	Freightliner Craftsman Party Bus	2170	JKZ 7444
006	2005	Chrysler 300 Sedan Limo	9133	JMW5796
007	2007	Ford F650 SDTY Limo	2323	PDC8804
008	2008	International Party Bus	7453	PGG4105
009	2018	Ford Transit Van	5923	NCW6885
012	2002	Van Hool C20456 Motorcoach	5328	401869F
013	2015	Cadillac Escalade	3979	
015	2017	Cadillac Escalade ESV	5784	36796K7

Updated 12/15/2021

Dropped
Model # 2000 Make: Chevy Serial # 0988 Lic. # CYM4125

Older Owner
Ryan Levi Cooper
4703 Andrews Hwy
Midland, TX 79703

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/14/2021

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: Anastacia Valles	
InSource Insurance Group, LLC 5108 Wayland Dr. Odessa TX 79762-5513	PHONE (A/C, No, Ext): (432) 362-8800	FAX (A/C, No): (432) 362-8855
	E-MAIL ADDRESS: anastaciav@insourceins.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Liability & Fire Insurance Company	000481
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Moores Limo Service, LLC
5270 W 26th St
Odessa TX 79763

COVERAGES **CERTIFICATE NUMBER:** CL21101425882 **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 ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			73APS099911-01	05/05/2021	05/05/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Uninsured motorist	$ 1,000,000
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER IS LISTED ON THE POLICY AS AN ADDITIONAL INSURED PER FORM M345-ADDITIONAL INSURED ENDORSEMENT.
CERTIFICATE HOLDER IS HEREBY LISTED ON THE POLICY WITH A 30 DAY NOTICE OF CANCELLATION PER FORM M5526-PROVISION OF EXTENDED NOTICE OF CANCELLATION.

CERTIFICATE HOLDER

City of Midland
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

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AGENCY CUSTOMER ID: 00008250

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
InSource Insurance Group, LLC	Moores Limo Service, LLC
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: Notes

00001 00001 2000 Ford Excursion 1FMNU42S8YEC00988 Limousine 19000
Comp Ded- $5,000
Collision Ded- $5,000
00002 00002 2004 Cadillac Escalade Stretch Limo 3GYEK62N64G185629 Limousine 25000
Comp Ded- $5,000
Collision Ded- $5,000
00003 00003 2004 Freightliner Craftsman Party Bus 4UZAAUBV14CM52170 Buses, not classified 55000
Comp Ded- $5,000
Collision Ded- $5,000
00006 00007 2005 Chrysler 300 Sedan Limo 2C3JA63H65H659133 Limousine 18000
Comp Ded- $5,000
Collision Ded- $5,000
00007 00009 2007 Ford F650 SDTY Limo 3FRNW65F57V422323 Limousine 35000
Comp Ded- $5,000
Collision Ded- $5,000
00008 00010 2008 International Party Bus 1HVBTAFK48H447453 Buses, not classified 20000
Comp Ded- $5,000
Collision Ded- $5,000
00009 00011 2018 Ford Transit Van 1FDAX2CM9JKA75923 Van (P) 30000
Comp Ded- $5,000
Collision Ded- $5,000
00012 00014 2002 Van Hool C2045L Motorcoach YE2CC23B122045328 Buses, not classified 18995
Comp Ded- $5,000
Collision Ded- $5,000
00013 00015 2015 Cadillac Escalade 1GYS3NKJ5FR743979 Sport utility 36000
Comp Ded- $5,000
Collision Ded- $5,000

00015 00017 2017 Cadillac Escalade ESV VIN#: 1GYS4KKJ3HR125784 Sport utility 63000
Comp Ded- $5,000
Collision Ded- $5,000

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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Underinsured motorist combined single limit	UNCSL		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000					

Ref #	Description	Coverage Code	Form No.	Edition Date
	PIP-Basic	PIP		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
2,500					

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

OFADTLCV

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Additional Named Insureds

Other Named Insureds	
Moores Limo Service	Limited Liability Company, Doing Business As

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City Council Meeting

Item Number: 13

Meeting Date: January 25, 2022

To: City Council / City Manager

From: Kayci LaDuke,

Subject: RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE OFFICE OF THE GOVERNOR, HOMELAND SECURITY GRANTS DIVISION, FOR THE FISCAL YEAR 2022 OPERATION LONE STAR GRANT PROGRAM; AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM SAID PROGRAM FOR THE PURPOSE OF PURCHASING NARCAN AND NIGHT VISION SYSTEMS; AND PROVIDING FOR THE APPROPRIATION OF SAID GRANT FUNDS UPON RECEIPT (DISTRICT: ALL) (POLICE)

Purpose:

Consider a resolution to apply for, accept, and appropriate funds awarded through the FY22 Operation Lone Star Grant Program by the Office of the Governor of Texas Homeland Security Grants Division.

Recommended City Council Action:

Approve

Fiscal Impact:

Upon receiving the FY22 Operation Lone Star Grant, $298,200.00 will be deposited into the Police Technology & Equipment Fund (Fund 075) and appropriated for stated purpose. In the event of loss or misuse of funds, the City of Midland will return all funds to the Office of the Governor of Texas.

Discussion:

The Midland Police Department will use grant funding to obtain Narcan (naloxone) and night vision systems to enhance interagency border security by providing operational safety equipment to law enforcement officers as they respond to the influx of border-related criminal

activity in our area.



City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE OFFICE OF THE GOVERNOR, HOMELAND SECURITY GRANTS DIVISION, FOR THE FISCAL YEAR 2022 OPERATION LONE STAR GRANT PROGRAM; AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM SAID PROGRAM FOR THE PURPOSE OF PURCHASING NARCAN AND NIGHT VISION SYSTEMS; AND PROVIDING FOR THE APPROPRIATION OF SAID GRANT FUNDS UPON RECEIPT

WHEREAS, the Office of the Governor, Homeland Security Grants Division, has announced the availability of funds through the Fiscal Year 2022 Operation Lone Star Grant Program; and

WHEREAS, the Midland Police Department wishes to submit an application for funding in order to purchase Narcan and night vision systems; and

WHEREAS, the City Council finds it to be in the public interest to authorize the submission of an application for said funds and to designate the City Manager as the City of Midland's authorized signatory; and

WHEREAS, the City of Midland will not use the grant funding to offset or decrease total salaries, expenses and allowances that the applicant receives from the governing body at or after the time the funding is awarded; and

WHEREAS, in the event of loss or misuse of the grant funding, the City of Midland assures that the funds will be returned to the Office of the Governor, Homeland Security Grants Division in full; and

WHEREAS, the City Council finds it to be in the public interest to authorize the acceptance of said grant funding;

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

SECTION ONE. That the City of Midland is hereby authorized to submit an application to the Office of the Governor, Homeland Security Grants Division, for the Fiscal

Year 2022 Operation Lone Star Grant Program in order to purchase Narcan and night vision systems for the Police Department.

SECTION TWO. That the City of Midland will not use the grant funding to offset or decrease total salaries, expenses and allowances that the applicant receives from the governing body at or after the time the funding is awarded.

SECTION THREE. That in the event of loss or misuse of the grant funding, the City of Midland assures that the funds will be returned to the Office of the Governor, Homeland Security Grants Division in full.

SECTION FOUR. That the City Manager is designated as the City of Midland's authorized signatory and is hereby authorized to apply, accept, reject, alter or terminate the grant funding on behalf of the City of Midland.

SECTION FIVE. Upon the City of Midland's receipt of the grant funding, the City Treasurer is hereby authorized and directed to deposit said funds into the Police Technology & Equipment Fund (075) and appropriate the same for the purpose stated herein.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Christy Weakland, Director of Finance

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

City Council Meeting

Item Number: 14

Meeting Date: January 25, 2022

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: Motion authorizing the execution of a Right-of-Way License (22-329-006) with Endeavor Energy Resources, L.P., regarding City-owned property described as Sections 19 and 30, Block 36, T-3-S, T&P RR Co. Survey, Midland County, Texas (DISTRICT: NONE) (UTILITIES)

Purpose:

This motion will provide a 30' wide right of way for Endeavor Energy to build a single pole, overhead 25 KV power distribution line on Sprayberry Farm property. Utility poles will be spaced at 250' intervals.

This Right-of-Way License is proposed for a single five (5) year period with the option for a single five (5) year renewal. Terms are consistent with the City's standard license for facilities of this nature.

Recommended City Council Action:

Approve

Fiscal Impact:

Application fee (one time): $1,000

Annual Lease Rate,

Annual Lease Rate / power lines (427.23 rods x $35/rod): $14,953.05 per year – first 5 years paid in advance: $74,765.25

Surface Damages: included in new annual rate

Total Collected: $75,765.25

Discussion:

This is a privately-owned, overhead electric distribution line, overall right of way width will be 30’ with two additional temporary workspaces of 10’ each. As noted all poles and overhead lines are away from existing COM water monitoring wells. Power is in support of Endeavor's ongoing production under the existing Surface Use Agreement.

Certificates of Insurance are on file

City Secretary to record all documents



City Manager’s Office

RIGHT OF WAY LICENSE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

Date:	January 26, 2022
Licensor:	CITY OF MIDLAND, TEXAS, a home-rule municipal corporation
Licensor's Representative:	Robert Patrick, City Manager
Licensor's Mailing Address:	P.O. Box 1152 Midland, Texas 79702
Licensee:	Endeavor Energy Resources, L.P.
Licensee's Representative:	**R. 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.
License Number:	22-329-006

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 license fee in the amount of SEVENTY-FOUR THOUSAND SEVEN HUNDRED SIXTY-FIVE and 25/100 Dollars ($74,765.25) shall be due and payable on or prior to the Commencement Date of this License ("License Fee"). Licensee's failure to make the License Fee payment within thirty (30) days after the License Fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%).

In the event Licensor terminates this License pursuant to the provisions of Section I.C., Licensor agrees to refund to Licensee a pro rata share of the License Fee actually paid by Licensee to Licensor for that portion of the remaining term that is being terminated. For the avoidance of doubt, the amount of any refund payable to Licensee pursuant to this Section shall be determined net of any costs or expenses incurred by Licensor in connection with Licensee's unfulfilled obligations under this License (if any).

B. Surface Damage Fee. Intentionally omitted.

C. Application Fee. At the same time the License Fee is due, Licensee shall pay a non-refundable one-time fee of ONE THOUSAND and No/100 Dollars ($1,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for the License.

D. Fee Adjustment. Prior to commencement of any renewal term, Licensor and Licensee shall

negotiate in good faith to agree to an adjustment of the License Fee. If 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 Initial Term.

E. Delivery of Payment. The License Fee payment shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. The License Fee payment shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon certain property of Licensor, being fifty (50) feet in width of the 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 location, a single pole, overhead 25 KV power distribution line ("power distribution line"), said construction width shall revert to thirty (30) feet after construction is completed. **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the power distribution line 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 power distribution line described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

B. Road Repair. Licensee covenants and agrees that it will repair any of Licensor's roads that Licensee damages on Licensor's property so that such roads will comply with Licensor's Standard Specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines and water meters owned by Licensor that Licensee, its employees, its agents or assigns, damage so that such water lines, sewer lines and water meters shall comply with the requirements of Licensor's Standard Specifications.

D. Depth. Intentionally omitted.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, the specifications shall be approved by Licensor's Representative.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or

cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not (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 POWER DISTRIBUTION LINE, 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 power distribution line 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." 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.

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 Licensee's power distribution line, 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 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 POWER DISTRIBUTION LINE 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 POWER DISTRIBUTION LINE AND 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 POWER DISTRIBUTION LINE 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 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.

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Robert Patrick, City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Morris Williams Jr., Deputy City Manager

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

LICENSEE:
ENDEAVOR ENERGY RESOURCES, L.P.

By: B. Ben Carter

Printed Name: B. Ben Carter

Title: Vice President - Land

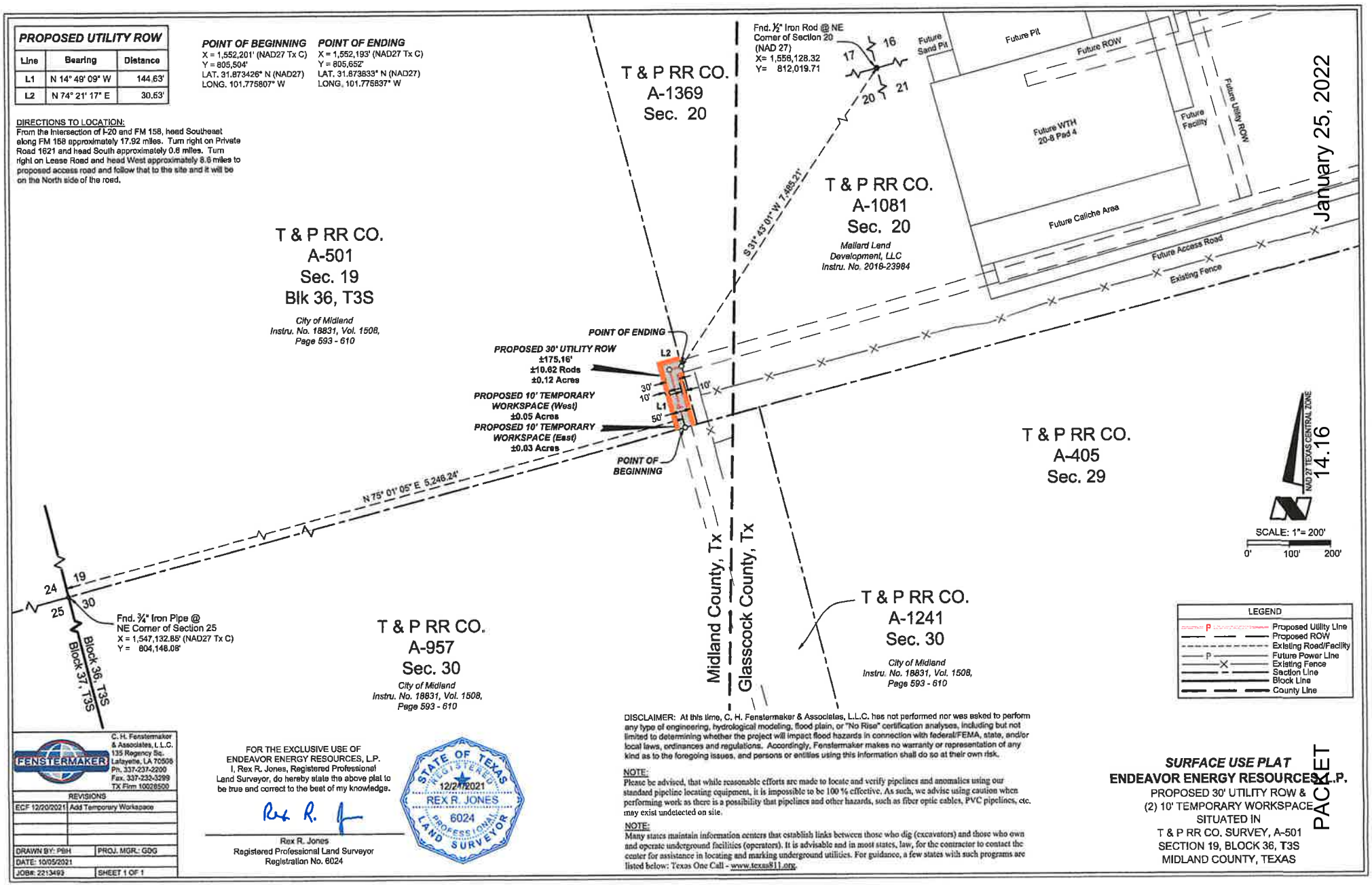
THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this 11th day of January, 2022 personally appeared R. Ben Carter, Vice President-Land 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 11th day of January, 2022.

Vicki Stone
Notary Public, State of Texas

VICKI STONE
Notary ID #6067267
My Commission Expires
March 18, 2023



C. H. Fenstermaker & Associates, L.L.C.
135 Regency Sq.
Lafayette, LA 70508
Ph. 337-237-2200
Fax. 337-232-3299
TX Firm 10026500

REVISIONS	
ECF 12/20/2021	Add Temporary Workspace
DRAWN BY: PBH	PROJ. MGR.: GDG
DATE: 10/05/2021	
JOB#: 2213493	SHEET 1 OF 1

FOR THE EXCLUSIVE USE OF ENDEAVOR ENERGY RESOURCES, L.P.
I, Rex R. Jones, Registered Professional Land Surveyor, do hereby state the above plat to be true and correct to the best of my knowledge.

Rex R. Jones
Registered Professional Land Surveyor
Registration No. 6024

STATE OF TEXAS REGISTERED REX R. JONES 6024 PROFESSIONAL LAND SURVEYOR 12/2/2021

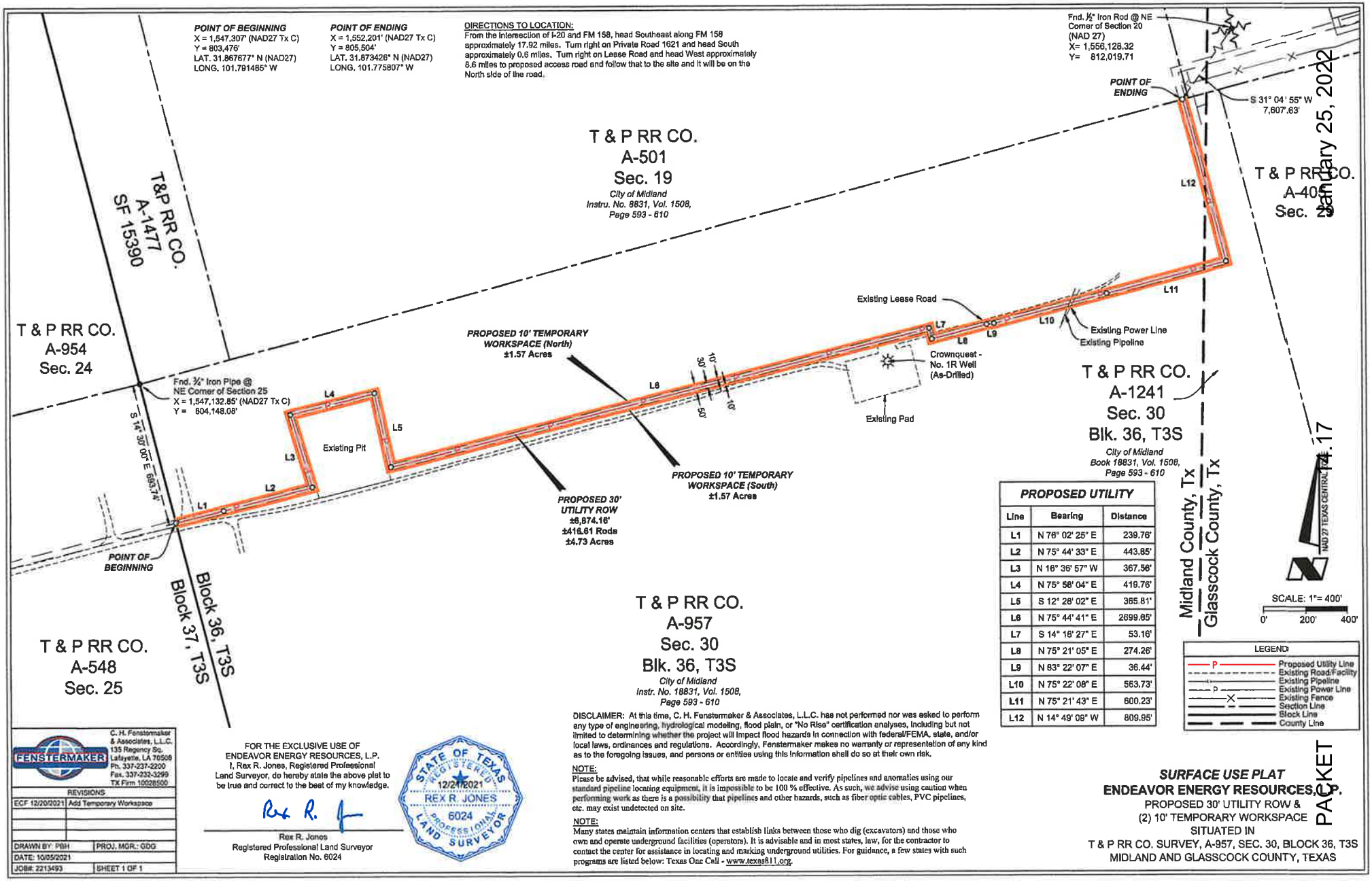
DISCLAIMER: At this time, C. H. Fenstermaker & Associates, L.L.C. has not performed nor was asked to perform any type of engineering, hydrological modeling, flood plain, or "No Rise" certification analyses, including but not limited to determining whether the project will impact flood hazards in connection with federal/FEMA, state, and/or local laws, ordinances and regulations. Accordingly, Fenstermaker makes no warranty or representation of any kind as to the foregoing issues, and persons or entities using this information shall do so at their own risk.

NOTE:
Please be advised, that while reasonable efforts are made to locate and verify pipelines and anomalies using our standard pipeline locating equipment, it is impossible to be 100 % effective. As such, we advise using caution when performing work as there is a possibility that pipelines and other hazards, such as fiber optic cables, PVC pipelines, etc. may exist undetected on site.

NOTE:
Many states maintain information centers that establish links between those who dig (excavators) and those who own and operate underground facilities (operators). It is advisable and in most states, law, for the contractor to contact the center for assistance in locating and marking underground utilities. For guidance, a few states with such programs are listed below: Texas One Call - www.texas811.org.

SURFACE USE PLAT
ENDEAVOR ENERGY RESOURCES, L.P.
PROPOSED 30' UTILITY ROW &
(2) 10' TEMPORARY WORKSPACE
SITUATED IN
T & P RR CO. SURVEY, A-501
SECTION 19, BLOCK 36, T3S
MIDLAND COUNTY, TEXAS

PACKET



PROPOSED UTILITY

Line	Bearing	Distance
L1	N 78° 02' 25" E	239.76'
L2	N 75° 44' 33" E	443.85'
L3	N 16° 36' 57" W	367.56'
L4	N 75° 58' 04" E	419.76'
L5	S 12° 28' 02" E	365.81'
L6	N 75° 44' 41" E	2699.65'
L7	S 14° 18' 27" E	53.16'
L8	N 75° 21' 05" E	274.26'
L9	N 83° 22' 07" E	36.44'
L10	N 75° 22' 08" E	563.73'
L11	N 75° 21' 43" E	600.23'
L12	N 14° 49' 09" W	809.95'

C. H. Fenstermaker & Associates, L.L.C.
135 Regency Sq.
Lafayette, LA 70508
Ph. 337-237-2200
Fax. 337-232-3299
TX Firm 10026500

REVISIONS	
ECF 12/20/2021	Add Temporary Workspace

DRAWN BY: PBH	PROJ. MGR.: GDG
DATE: 10/05/2021	
JOB#: 2213493	SHEET 1 OF 1

FOR THE EXCLUSIVE USE OF
ENDEAVOR ENERGY RESOURCES, L.P.
I, Rex R. Jones, Registered Professional Land Surveyor, do hereby state the above plat to be true and correct to the best of my knowledge.

Rex R. Jones
Registered Professional Land Surveyor
Registration No. 6024

STATE OF TEXAS REGISTERED 12/21/2021 REX R. JONES 6024 PROFESSIONAL LAND SURVEYOR

DISCLAIMER: At this time, C. H. Fenstermaker & Associates, L.L.C. has not performed nor was asked to perform any type of engineering, hydrological modeling, flood plain, or "No Rise" certification analyses, including but not limited to determining whether the project will impact flood hazards in connection with federal/FEMA, state, and/or local laws, ordinances and regulations. Accordingly, Fenstermaker makes no warranty or representation of any kind as to the foregoing issues, and persons or entities using this information shall do so at their own risk.

NOTE:
Please be advised, that while reasonable efforts are made to locate and verify pipelines and anomalies using our standard pipeline locating equipment, it is impossible to be 100 % effective. As such, we advise using caution when performing work as there is a possibility that pipelines and other hazards, such as fiber optic cables, PVC pipelines, etc. may exist undetected on site.

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SURFACE USE PLAT
ENDEAVOR ENERGY RESOURCES, L.P.
PROPOSED 30' UTILITY ROW &
(2) 10' TEMPORARY WORKSPACE
SITUATED IN
T & P RR CO. SURVEY, A-957, SEC. 30, BLOCK 36, T3S
MIDLAND AND GLASSCOCK COUNTY, TEXAS

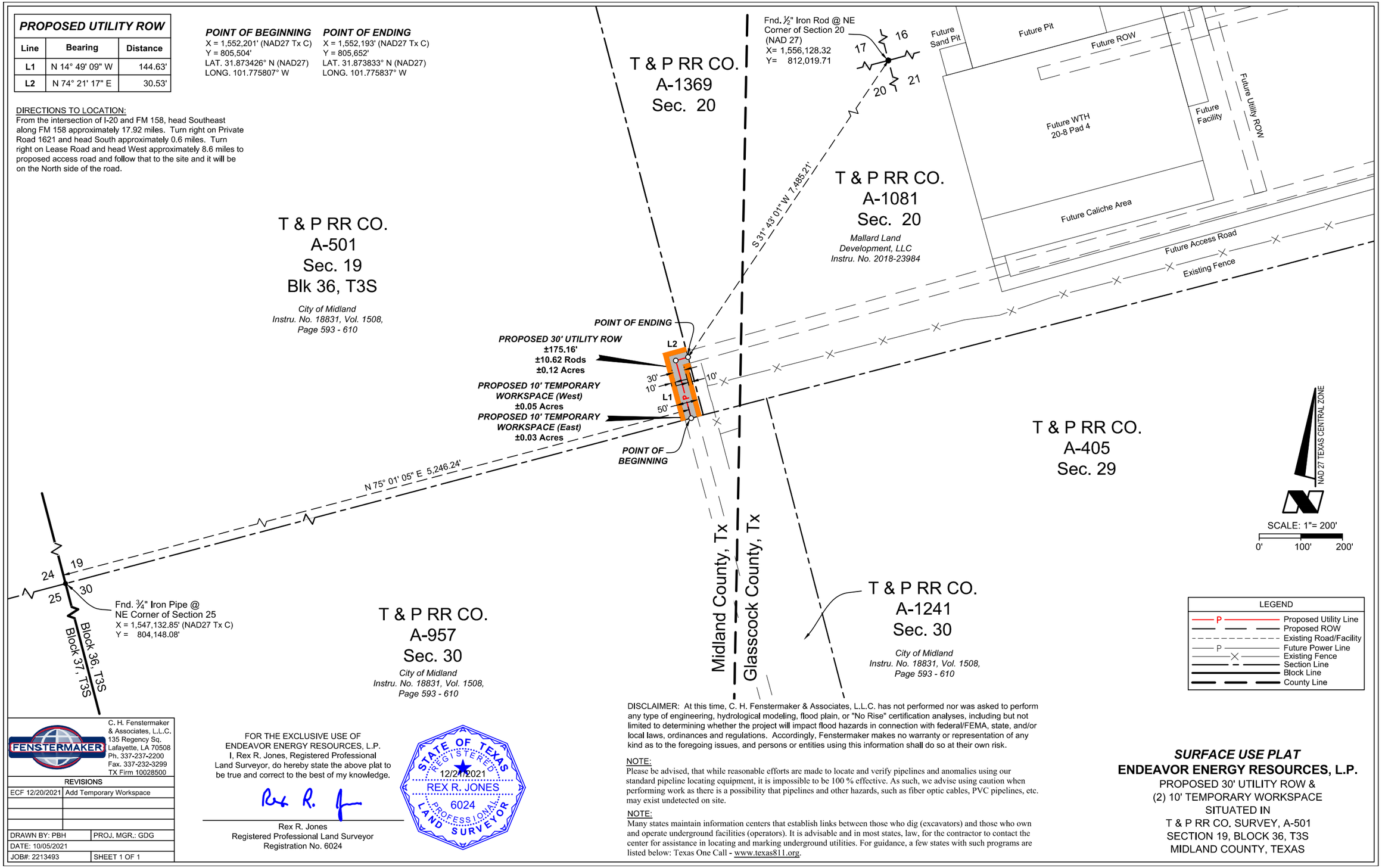
PACKET 14.17 January 25, 2022

PROPOSED UTILITY ROW		
Line	Bearing	Distance
L1	N 14° 49' 09" W	144.63'
L2	N 74° 21' 17" E	30.53'

POINT OF BEGINNING
X = 1,552,201' (NAD27 Tx C)
Y = 805,504'
LAT. 31.873426° N (NAD27)
LONG. 101.775807° W

POINT OF ENDING
X = 1,552,193' (NAD27 Tx C)
Y = 805,652'
LAT. 31.873833° N (NAD27)
LONG. 101.775837° W

DIRECTIONS TO LOCATION:
From the intersection of I-20 and FM 158, head Southeast along FM 158 approximately 17.92 miles. Turn right on Private Road 1621 and head South approximately 0.6 miles. Turn right on Lease Road and head West approximately 8.6 miles to proposed access road and follow that to the site and it will be on the North side of the road.



LEGEND
- Proposed Utility Line
- Proposed ROW
- Existing Road/Facility
- Future Power Line
- Existing Fence
- Section Line
- Block Line
- County Line

FENSTERMAKER
C. H. Fenstermaker & Associates, L.L.C.
135 Regency Sq.
Lafayette, LA 70508
Ph. 337-237-2200
Fax. 337-232-3299
TX Firm 10028500

REVISIONS	
ECF 12/20/2021	Add Temporary Workspace

DRAWN BY: PBH	PROJ. MGR.: GDG
DATE: 10/05/2021	
JOB#: 2213493	SHEET 1 OF 1

FOR THE EXCLUSIVE USE OF ENDEAVOR ENERGY RESOURCES, L.P.
I, Rex R. Jones, Registered Professional Land Surveyor, do hereby state the above plat to be true and correct to the best of my knowledge.

Rex R. Jones
Registered Professional Land Surveyor
Registration No. 6024

STATE OF TEXAS
REGISTERED
12/21/2021
REX R. JONES
6024
PROFESSIONAL
LAND SURVEYOR

DISCLAIMER: At this time, C. H. Fenstermaker & Associates, L.L.C. has not performed nor was asked to perform any type of engineering, hydrological modeling, flood plain, or "No Rise" certification analyses, including but not limited to determining whether the project will impact flood hazards in connection with federal/FEMA, state, and/or local laws, ordinances and regulations. Accordingly, Fenstermaker makes no warranty or representation of any kind as to the foregoing issues, and persons or entities using this information shall do so at their own risk.

NOTE:
Please be advised, that while reasonable efforts are made to locate and verify pipelines and anomalies using our standard pipeline locating equipment, it is impossible to be 100 % effective. As such, we advise using caution when performing work as there is a possibility that pipelines and other hazards, such as fiber optic cables, PVC pipelines, etc. may exist undetected on site.

NOTE:
Many states maintain information centers that establish links between those who dig (excavators) and those who own and operate underground facilities (operators). It is advisable and in most states, law, for the contractor to contact the center for assistance in locating and marking underground utilities. For guidance, a few states with such programs are listed below: Texas One Call - www.texas811.org.

SURFACE USE PLAT
ENDEAVOR ENERGY RESOURCES, L.P.
PROPOSED 30' UTILITY ROW &
(2) 10' TEMPORARY WORKSPACE
SITUATED IN
T & P RR CO. SURVEY, A-501
SECTION 19, BLOCK 36, T3S
MIDLAND COUNTY, TEXAS

POINT OF BEGINNING
X = 1,547,307' (NAD27 Tx C)
Y = 803,476'
LAT. 31.867677° N (NAD27)
LONG. 101.791485° W

POINT OF ENDING
X = 1,552,201' (NAD27 Tx C)
Y = 805,504'
LAT. 31.873426° N (NAD27)
LONG. 101.775807° W

DIRECTIONS TO LOCATION:
From the intersection of I-20 and FM 158, head Southeast along FM 158 approximately 17.92 miles. Turn right on Private Road 1621 and head South approximately 0.6 miles. Turn right on Lease Road and head West approximately 8.6 miles to proposed access road and follow that to the site and it will be on the North side of the road.

Fnd. ½" Iron Rod @ NE Corner of Section 20 (NAD 27)
X= 1,556,128.32
Y= 812,019.71

POINT OF ENDING

S 31° 04' 55" W 7,607.63'

T & P RR CO.
A-501
Sec. 19
City of Midland
Instru. No. 8831, Vol. 1508, Page 593 - 610

T & P RR CO.
A-405
Sec. 29

T&P RR CO.
A-1477
SF 15390

T & P RR CO.
A-954
Sec. 24

Fnd. ¾" Iron Pipe @ NE Corner of Section 25
X = 1,547,132.85' (NAD27 Tx C)
Y = 804,148.08'

S 14° 30' 00" E 693.74'

L1 L2 L3 L4 L5 L6 L7 L8 L9 L10 L11 L12

Existing Pit

Existing Lease Road

Existing Power Line
Existing Pipeline

Crownquest - No. 1R Well (As-Drilled)

Existing Pad

PROPOSED 10' TEMPORARY WORKSPACE (North)
±1.57 Acres

PROPOSED 10' TEMPORARY WORKSPACE (South)
±1.57 Acres

PROPOSED 30' UTILITY ROW
±6,874.16'
±416.61 Rods
±4.73 Acres

30' 10' 50' 10'

T & P RR CO.
A-1241
Sec. 30
Blk. 36, T3S
City of Midland
Book 18831, Vol. 1508, Page 593 - 610

POINT OF BEGINNING

Block 36, T3S
Block 37, T3S

T & P RR CO.
A-548
Sec. 25

T & P RR CO.
A-957
Sec. 30
Blk. 36, T3S
City of Midland
Instr. No. 18831, Vol. 1508, Page 593 - 610

Midland County, Tx
Glasscock County, Tx

NAD 27 TEXAS CENTRAL ZONE

SCALE: 1"= 400'
0' 200' 400'

PROPOSED UTILITY

Line	Bearing	Distance
L1	N 76° 02' 25" E	239.76'
L2	N 75° 44' 33" E	443.85'
L3	N 16° 36' 57" W	367.56'
L4	N 75° 58' 04" E	419.76'
L5	S 12° 28' 02" E	365.81'
L6	N 75° 44' 41" E	2699.65'
L7	S 14° 18' 27" E	53.16'
L8	N 75° 21' 05" E	274.26'
L9	N 83° 22' 07" E	36.44'
L10	N 75° 22' 08" E	563.73'
L11	N 75° 21' 43" E	600.23'
L12	N 14° 49' 09" W	809.95'

LEGEND
- P — Proposed Utility Line
- Existing Road/Facility
- Existing Pipeline
- P — Existing Power Line
- Existing Fence
- Section Line
- Block Line
- County Line

FENSTERMAKER
C. H. Fenstermaker & Associates, L.L.C.
135 Regency Sq.
Lafayette, LA 70508
Ph. 337-237-2200
Fax. 337-232-3299
TX Firm 10028500

REVISIONS	
ECF 12/20/2021	Add Temporary Workspace
DRAWN BY: PBH	PROJ. MGR.: GDG
DATE: 10/05/2021	
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REGISTERED
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SURFACE USE PLAT
ENDEAVOR ENERGY RESOURCES, L.P.
PROPOSED 30' UTILITY ROW &
(2) 10' TEMPORARY WORKSPACE
SITUATED IN
T & P RR CO. SURVEY, A-957, SEC. 30, BLOCK 36, T3S
MIDLAND AND GLASSCOCK COUNTY, TEXAS



Date: 12/21/2021

PACKET 14.20 January 25, 2022

Endeavor Proposed ROW in Sec.19 & 30 Blk36-T3-S

Proposed ROW
Survey Section

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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/29/2021

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
McGriff Insurance Services, Inc.
10100 Katy Freeway, #400
Houston, TX 77043

CONTACT NAME:
PHONE (A/C, No, Ext): 713-877-8975 **FAX (A/C, No):** 713-877-8974
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The First Liberty Insurance Corporation	33588
INSURER B : Liberty Insurance Corporation	42404
INSURER C : Starr Indemnity & Liability Company	38318
INSURER D : Westchester Fire Insurance Company	10030
INSURER E :	
INSURER F :	

INSURED
Endeavor Energy Resources, L.P.
and Per Attached Named Insureds
110 N Marienfeld, Suite 200
Midland, TX 79701

COVERAGES **CERTIFICATE NUMBER:** DWRGLP65 **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 X Self-Insured Retention $250,000 X Time Element Poll - Incl GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			EB6-641-443771-111	11/01/2021	11/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG OTHER:	$ $ $ $ $ $ $	2,000,000 2,000,000 4,000,000 4,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO X OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			AS6-641-443771-101	11/01/2021	11/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) OTHER:	$ $ $ $ $	2,000,000
C	UMBRELLA LIAB X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			1000095483211	11/01/2021	11/01/2022	EACH OCCURRENCE AGGREGATE OTHER:	$ $ $	5,000,000 5,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WA7-64D-443771-091	11/01/2021	11/01/2022	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
D	Excess Liability $5m xs $5m			G27918748007	11/01/2021	11/01/2022	Each Occurrence Aggregate	$ $	5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as Additional Insured as respects to General Liability and Automobile Liability as required by written contract subject to policy terms, conditions and exclusions. A Waiver of Subrogation is provided as respects to General Liability, Automobile Liability, Excess Liability and Workers' Compensation as required by written contract subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

City of Midland
300 N. Loraine
Midland, TX 79701 PACKET 14.21

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
R Michael Broadlove, Jr
January 25, 2022

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

PRODUCER McGriff Insurance Services, Inc.	**INSURED** Endeavor Energy Resources, L.P. and Per Attached Named Insureds
POLICY NUMBER	
CARRIER / **NAIC CODE**	**ISSUE DATE:** 10/29/2021

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

ENDEAVOR ENERGY RESOURCES, L.P.
Named Insured List:
Endeavor Energy Resources L.P. dba EER Energy Services
Endeavor Energy Resources L.P. dba Energy Services Well Servicing Division fka Endeavor Energy Resources, L.P. dba J & L Well Service
Endeavor Energy Resources L.P. dba Energy Services Roustabout Division fka Endeavor Energy Resources, L.P. dba Compadre Roustabout Service
Endeavor Energy Resources L.P. dba Energy Services Trucking Division fka Endeavor Energy Resources, L.P. dba C & W Transports
Endeavor Energy Resources L.P. dba Energy Services Wireline Division fka Endeavor Energy Resources, L.P. dba Jones Wireline Service
Endeavor Energy Resources, L.P. dba Electrical Maintenance and Construction
Endeavor Energy Resources, L.P. dba ACS Pump & Supply
Endeavor Energy Resources L.P. dba Energy Services Construction Division fka Endeavor Energy Resources, L.P. dba Red Dog Construction
Endeavor Petroleum, LLC
Endeavor Energy Resources L.P. dba Energy Services Vehicle Maintenence Division fka Endeavor Energy Resources, L.P. dba Vehicle Service Company
Environmental Disposal Systems, LLC

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CERTIFICATE NUMBER: DWRGLP65

City Council Meeting

Item Number: 15

Meeting Date: January 25, 2022

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: Motion authorizing the execution of a Right-of-Way License (22-329-001) with Pinnacle Dos Picos LLC regarding City-owned property described as Section 20, Block 37, T-3-S, T&P RR Co. Survey, Midland County, Texas (DISTRICT: NONE) (UTILITIES)

Purpose:

This motion will provide applicant a 30’ wide right of way to place a ten inch (10) common carrier, steel construction, natural gas pipeline on City of Midland owned real property. Applicant will need an additional 20’ wide temporary workspace for construction.

This Right-of-Way License is proposed for a single five (5) year period with the option for a single five (5) year renewal. Terms are consistent with the City’s standard license for facilities of this nature.

Recommended City Council Action:

Approve

Fiscal Impact:

Application fee (one time): $1,000

Annual Lease Rate,

Annual Lease Rate 10” pipeline(323.94 rods x $130.00/rod): $42,112.20 per year first 5 years paid in advance: $210,561.00

Surface Damages: included in new annual rate

Total Collected: $211,561.00

Discussion:

This is a common carrier, steel construction gas line will be 10 inches (10) in diameter and will be buried a minimum of thirty-six inches (36) deep.

Certificates of Insurance are on file

City Secretary to record all documents



City Manager's Office

RIGHT OF WAY LICENSE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

Date: January 26, 2022

Licensor: CITY OF MIDLAND, TEXAS, a home-rule municipal corporation

Licensor's Representative: Robert Patrick, City Manager

Licensor's Mailing Address: P.O. Box 1152
Midland, Texas 79702

Licensee: Pinnacle Dos Picos LLC

Licensee's Representative: **Mike Hillerman**

Licensee's Mailing Address: 4400 Post Oak Parkway, Suite 2760
Houston, Texas 77027

Property: See **Exhibit A** attached hereto and incorporated herein for all purposes.

License Number: 22-329-001

Licensee desires use of property owned by Licensor in Midland County, Texas (the "Property"), for purposes set forth below. Licensee acknowledges and agrees that it must obtain a license (the "License") in order to use the public lands of Licensor.

W I T N E S S E T H:

For and in consideration of the execution of this License and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

I. Term

A. Initial Term. This License shall be for a term of five (5) years (the "Initial Term") unless terminated earlier as provided hereafter. The Initial Term shall commence on the date of this License (the "Commencement Date").

B. Renewal Term. This License shall automatically renew at the end of the Initial Term for one (1) additional term of five (5) years, upon the written request of Licensee received by Licensor on or before one hundred twenty (120) days prior to the expiration of the Initial Term then in effect, subject to the express written consent of the governing body of Licensor.

C. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to cancel the License during the term of the License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of the License. All work and services under the License shall be suspended upon termination of the License becoming effective.

Upon termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred and eighty (180) days after termination of this License.

II. Financial Consideration

A. License Fee. The license fee in the amount of TWO HUNDRED TEN THOUSAND FIVE HUNDRED SIXTY-ONE and No/100 Dollars ($210,561.00) 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%).

In the event Licensor terminates this License pursuant to the provisions of Section I.C., Licensor agrees to refund to Licensee a pro rata share of the License Fee actually paid by Licensee to Licensor for that portion of the remaining term that is being terminated. For the avoidance of doubt, the amount of any refund payable to Licensee pursuant to this Section shall be determined net of any costs or expenses incurred by Licensor in connection with Licensee's unfulfilled obligations under this License (if any).

B. Surface Damage Fee. Purposefully omitted.

C. Application Fee. At the same time the first year License Fee is due, Licensee shall pay a non-refundable one-time fee of ONE THOUSAND and No/100 Dollars ($1,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for the License.

D. Fee Adjustment. Prior to commencement of any renewal term, Licensor and Licensee shall negotiate in good faith to agree to an adjustment of the License Fee. If 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 Initial Term.

E. Delivery of Payment. The License Fee payment shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. The License Fee payment shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon the Property, being fifty (50) 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 locations, a common carrier, steel construction pipeline, not to exceed ten (10) inches in diameter, for the transportation of natural gas and to have the right of ingress and egress at convenient points for such purpose, and said construction width shall revert to thirty (30) feet after the pipeline is laid. **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.

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 thirty-six (36) inches 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.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, the specifications shall be approved by Licensor's Representative.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINE(S), CASING, OR COMPRESSOR STATION, ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS**. If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances to the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically revert to Licensor, its successors or assigns, free and clear of any right, title, or interest in Licensee, or any re-entry by Licensor.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, maintain, replace or remove any 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." 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.

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 for alteration or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments.

IV. Standard General Conditions

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

Commercial General Liability (including Contractual liability):	
■ Personal Injury:	$1,000,000.00 per person $1,000,000.00 per occurrence
■ Property Damage:	$100,000.00 per occurrence
Business Automobile Liability:	$1,000,000.00 combined single limit-- Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$1,000,000.00 per accident or occurrence
Umbrella Liability:	$10,000,000.00 each occurrence $10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The parties agree that, prior to the execution of the License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. This decision shall be in Licensor's sole discretion.

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

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required by Licensee, and name the City of Midland as an additional insured. Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSE OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF LICENSEE, LICENSEE'S OFFICERS, AGENTS OR EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', AGENTS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE INCLUDING SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S 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 ATTORNEY'S FEES.

LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY AND SAVE LICENSOR HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE 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 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 ATTORNEY'S FEES.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, AND ALL COSTS AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY OF LICENSEE'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR ANY OF LICENSEE'S HANDLING, STORING, RELEASING, TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING, BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

C. Assignment. The rights granted by this License inure to the benefit of Licensee. The rights and privileges shall not be assignable by Licensee without the express written consent of Licensor's City Manager. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager.

D. Independent Contractor. It is expressly understood and agreed that Licensee shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of Licensor.

Further, it is specifically understood and agreed that nothing in this License is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way.

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

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

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

F. Governing Law & Venue. All performance and payment made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

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

I. Third Party Beneficiary. Licensor's approval of this License does not create a third party beneficiary. There is no third party beneficiary to this License. No person or entity who is not a party to this License shall have any third party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

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

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties agree that this License does not constitute a License or Contract for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the greatest extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third party lacking privity to the License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, and maintain Licensor's facilities or structures described herein, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose, but does not require the use of the Property for a specific purpose. This License does not require Licensee to construct, operate, repair, maintain, replace or remove any of Licensee's facilities or structures described herein. Licensee is not providing a service to Licensor but is providing a service to Licensee's customers. Licensee is paying Licensor for a temporary interest in real property not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Robert Patrick, City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Carl Craigo, Director of Utilities

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

LICENSEE:
PINNACLE DOS PICOS LLC

By:_____
Printed Name: Mike Hillerman
Title: Chief Operating Officer

THE STATE OF _____ §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ___ day of _____, 2022 personally appeared Mike Hillerman an officer of Pinnacle Dos Picos LLC known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2022.

_____
Notary Public, State of _____

TBPLS Firm 10193887
TBPE Firm 17957

EXHIBIT "A"

CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT PIPELINE RIGHT-OF-WAY
THE CITY OF MIDLAND, TEXAS
Section 20, A-932, Block 37, T-3-S of the T. & P. RR.CO. Survey, Midland County, Texas

Being a proposed centerline of a 30 foot pipeline right-of-way situated in Section 20, A-932, Block 37, T-3-S of the T. & P. RR. CO. Survey, Midland County, Texas and being part of a tract of land described in Deed to The City of Midland, Texas, as recorded in Volume 1160, Page 622 of the Deed Records of Midland County, Texas, and being more particularly described as follows, to wit:

BEGINNING at a point (Y = 10,641,555.89, X = 1,822,922.74) in the South line of said City of Midland tract and the North line of a tract of land described in Deed to LHS Ranch, L.L.C. as recorded in Volume 1645, Pages 326, 328 and 330 of the Deed Records of Midland County, Texas, from which a found 2" Iron pipe for the common corner of Sections 21, 22, 27 and 28 Block 37, bears North 76 degrees 04 minutes 02 seconds East 5,441.22 feet;

THENCE over and across said City of Midland tract, the following eight (8) courses and distances:

1. North 14 degrees 33 minutes 31 seconds West, a distance of 1,141.72 feet to a point;
2. North 45 degrees 41 minutes 47 seconds West, a distance of 154.62 feet to a point;
3. North 14 degrees 10 minutes 39 seconds West, a distance of 352.67 feet to a point;
4. North 15 degrees 19 minutes 59 seconds West, a distance of 313.76 feet to a point;
5. North 08 degrees 18 minutes 41 seconds West, a distance of 165.83 feet to a point;
6. North 14 degrees 39 minutes 09 seconds West, a distance of 532.73 feet to a point;
7. North 07 degrees 10 minutes 55 seconds East, a distance of 166.68 feet to a point;
8. North 14 degrees 35 minutes 01 seconds West, a distance of 2,516.94 feet to the **END OF LINE** (Y = 10,646,694.19, X = 1,821,584.11) being in the North line of said City of Midland, Texas tract and the South line of tract of land described in Deed to Jay H. Floyd, Jr. as recorded in Volume 501, Page 539 of the Deed Records of Midland County, Texas, from which a 1" Iron Pipe for the common corner of Sections 17, 18, 19 and 20, Block 37, bears South 75 degrees 54 minutes 35 seconds West 5,146.28 feet. Said centerline having a total length of 5,344.95 feet or 323.94 rods.

All bearings, distances and coordinates are grid and refer to the Texas State Plane Coordinate System of 1983 (HPGN), Texas Central Zone 4203.

This Field Notes Description constitutes a legal document, and, unless it appears in its entirety, in its original form does not constitute a legal document. This is not in any way a "boundary survey". It is strongly recommended, for the continuity of future surveys, that this document be incorporated in *all* future conveyances, *without any revisions or deletions.*

This herein survey description was prepared from record data furnished by the client and was done without the benefit of a title report. Surveyor has made no investigation or search for easements or other matters of record that a title report would disclose and this survey does not represent warranty of title or a guarantee of ownership.

STATE OF TEXAS
REGISTERED
MARK DILLON HARP
6445
PROFESSIONAL
LAND SURVEYOR

Mark Dillon Harp
Registered Professional Land Surveyor No. 6445
Project No. 2021121687

Date: 01/06/2022

NOTES:

1. COORDINATES SHOWN ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 (HPGN), TEXAS CENTRAL ZONE 4203. DISTANCES ARE GRID.
2. LOCATION OF PIPELINES SHOWN ARE BASED ON THE USE OF SCARS AND PIPELINE MARKERS. PIPELINES WERE COVERED.
3. LATITUDE AND LONGITUDE ARE WGS84 COORDINATES.
4. CALL BEFORE YOU DIG - TEXAS811.ORG
5. PROPOSED PIPELINE WILL BE A 12" HIGH PRESSURE GAS LINE

JAY H. FLOYD AND WIFE, JULIA FLOYD
TO JAY H. FLOYD, JR.
JULY 11, 1968
VOLUME 501, PAGE 539
(D.R.M.C.T.)

E.O.L.
NAD 83
Y = 10,646,694.19
X = 1,821,684.11
LAT = 31.86875° N
LONG = 101.86337° W
FROM WHICH A FOUND 1" IRON PIPE FOR THE COMMON CORNER OF SEC. 17,18,19 AND 20, BLK. 37
BEARS: S 75°54'35" W 5,146.28'

T. & P. RR. CO.
SECTION 20, BLOCK 37, T-3-S
ABSTRACT NO. 932
(FILE NO. 72071)

T. & P. RR. CO.
SECTION 21, BLOCK 37, T-3-S
ABSTRACT NO. 136
(FILE NO. 019898)

LEGEND

——— – ———	PROPOSED CENTERLINE OF RIGHT-OF-WAY
———OHE———	EXISTING OVERHEAD ELECTRIC LINE
——— – ———	SECTION LINE
———P———P———	EXISTING PIPELINE
– – – – – –	EXISTING EASEMENT
———	EXISTING PAD
———X———X———	FENCE
P.O.B.	POINT OF BEGINNING
E.O.L.	END OF LINE
D.R.M.C.T.	DEED RECORDS OF MIDLAND COUNTY, TEXAS
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS
⊕	EXISTING POWER POLE

CITY OF MIDLAND, TEXAS

LINE	BEARING	DISTANCE
L1	N 14°33'31" W	1,141.72'
L2	N 45°41'47" W	154.62'
L3	N 14°10'39" W	352.67'
L4	N 15°19'59" W	313.76'
L5	N 08°18'41" W	165.83'
L6	N 14°39'09" W	532.73'
L7	N 07°10'55" E	166.68'
L8	N 14°35'01" W	2,516.94'

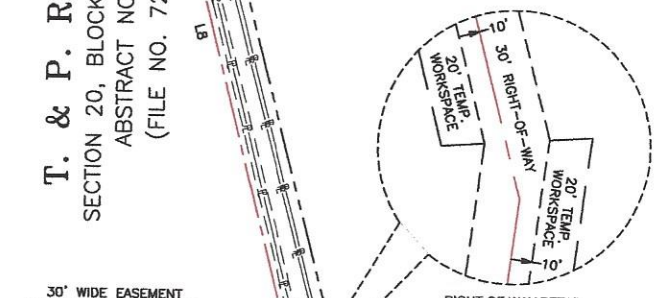
TOTAL LENGTH = 5,344.95' OR 323.94 RODS



THIS SURVEY PLAT WAS PREPARED FROM RECORD DATA FURNISHED BY THE CLIENT AND WAS DONE WITHOUT THE BENEFIT OF A TITLE REPORT. SURVEYOR HAS MADE NO INVESTIGATION OR SEARCH FOR EASEMENTS OR OTHER MATTERS OF RECORD THAT A TITLE REPORT WOULD DISCLOSE AND THIS SURVEY DOES NOT REPRESENT WARRANTY OF TITLE OR A GUARANTEE OF OWNERSHIP.

I, MARK DILLON HARP, DO HEREBY STATE THAT THE ABOVE AND FOREGOING SURVEY PLAT WAS PREPARED FROM A SURVEY MADE ON THE GROUND, UNDER MY DIRECTION AND SUPERVISION DURING THE MONTH OF DECEMBER 2021.

MARK DILLON HARP
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 6445



RIGHT-OF-WAY DETAIL
NOT TO SCALE

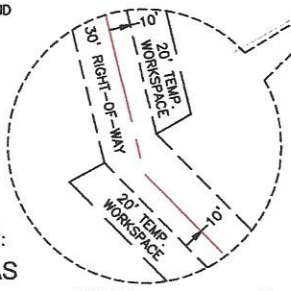
30' WIDE EASEMENT
ETC TEXAS PIPELINE, LTD.
MAY 29, 2019
DOCUMENT NUMBER 2019-30239
(O.P.R.M.C.T.)

JAMES H. CARPENTER,
ADMINISTRATOR OF THE ESTATE OF
MARGUERITE FLOYD, DECEASED
TO THE CITY OF MIDLAND, TEXAS
APRIL 30, 1993
VOLUME 1160, PAGE 622
(D.R.M.C.T.)

5.00 ACRE SURFACE SITE
ETC TEXAS PIPELINE, LTD.
MAY 29, 2019
DOCUMENT NUMBER 2019-30239
(O.P.R.M.C.T.)

30' WIDE EASEMENT
ONCOR ELECTRIFC DELIVERY
COMPANY, LLC
JULY 31, 2020
DOCUMENT NUMBER 2020-22723
(O.P.R.M.C.T.)

30' WIDE EASEMENT
ONCOR ELECTRIFC DELIVERY
COMPANY, LLC
MARCH 25, 2020
DOCUMENT NUMBER 2020-10140
(O.P.R.M.C.T.)



RIGHT-OF-WAY DETAIL
NOT TO SCALE

30' WIDE EASEMENT
ETC TEXAS PIPELINE, LTD.
MAY 29, 2019
DOCUMENT NUMBER
2019-30239
(O.P.R.M.C.T.)

P.O.B.
NAD 83
Y = 10,641,555.89
X = 1,822,922.74
LAT = 31.85468° N
LONG = 101.85885° W
FROM WHICH A FOUND 2" IRON PIPE FOR THE COMMON CORNER OF SEC. 21,22,27, AND 28 BLK. 37
BEARS: N 76°04'02" E 5,441.22'

LHS RANCH, L.L.C.
FEBRUARY 8, 1999
VOLUME 1645, PAGE 326, 328 AND 330
(D.R.M.C.T.)

EXHIBIT "A" OF:

A PROPOSED PIPELINE
RIGHT-OF-WAY CENTERLINE FOR:

THE CITY OF MIDLAND, TEXAS

CENTERLINE FOOTAGE
5,344.95 FEET OR 323.94 RODS
HOLLAND RIGHT OF WAY & LAND RESOURCES
A.F.E. 05

SITUATED IN SECTION 20, BLOCK 37, T-3-S
OF THE T. & P. RR. CO.
AND LOCATED APPROX. 15.4 SOUTHEAST OF MIDLAND
IN MIDLAND COUNTY, TEXAS

DATE:	01/06/2022
DRAWN BY:	WF
CHECKED BY:	CH
FIELD CREW:	RD
PROJECT NO:	2021121687
SCALE:	1" = 500'
SHEET:	1 OF 2
REVISION:	0

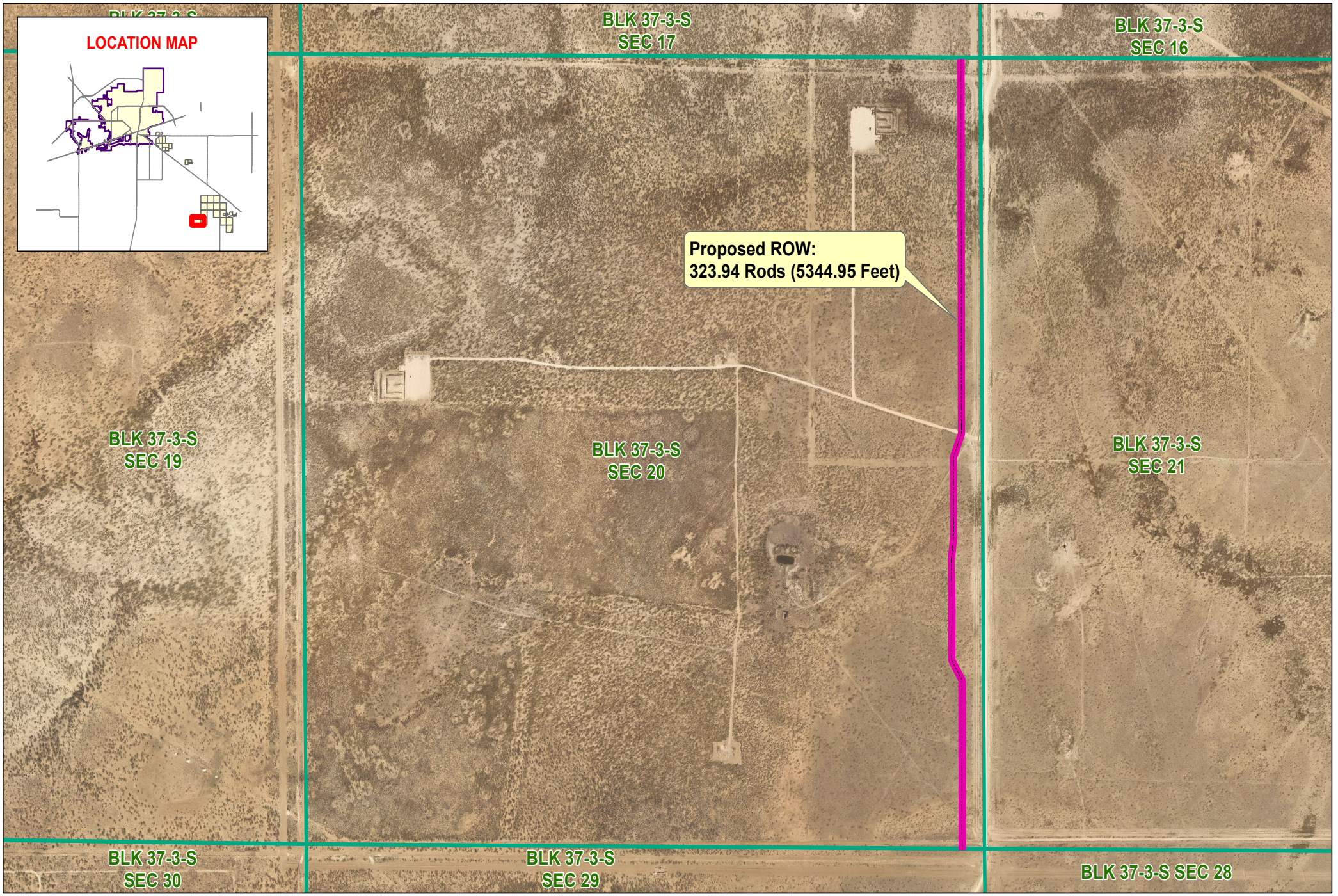
0 250' 500'
1" = 500 FEET

Holland
RIGHT OF WAY & LAND RESOURCES
HOLLAND
RIGHT OF WAY & LAND RESOURCES

FSC INC
SURVEYORS+ENGINEERS
550 Bailey Ave., 205 – Fort Worth, TX 76107
Ph: 817.349.9800 – Fax: 979.732.5271
TBPE Firm 17957 | TBPLS Firm 10193867

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P:\PROJECTS\2021\2021121687-HOLLAND-470-NGL SALES SOUTH-MIDLAND\DWG\LANDOWNER EXHIBITS\2021121687-HOLLAND 470 NGL SALES SOUTH CITY OF MIDLAND TEXAS.dwg, 1/6/2022 1:26:45 PM



Date: 1/7/2022

PACKET 15.18 January 25, 2022

Proposed ROW
Survey Section

Holland Proposed ROW in Sec.20 Blk37-T3-S

0 250 500 Feet

©THE CITY OF MIDLAND - 2022
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.

PINNMID-02 NMILLS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/18/2021

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 Fort Worth-Alliant Insurance Services, Inc. 6100 Western Pl Ste 100 Fort Worth, TX 76107	CONTACT NAME: Natalie Mills PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: natalie.mills@alliant.com
INSURED Pinnacle Dos Picos LLC 4400 Post Oak Blvd, Ste 1450 Houston, TX 77027	INSURER A : Federal Insurance Company — NAIC # 20281 INSURER B : Texas Mutual Insurance Company — NAIC # 22945 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	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	X	X	3606-41-32	11/16/2021	11/16/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG **Pollution Liab**	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 25,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X	X	7361-81-38	11/16/2021	11/16/2022	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 / RETENTION $	X	X	7819-17-77	11/16/2021	11/16/2022	EACH OCCURRENCE AGGREGATE **Products Compl**	$ 10,000,000 $ 10,000,000 $ 10,000,000
B	**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	X	0002031385	5/1/2021	5/1/2022	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

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

Right of Way License:

Policies shown above include Blanket Additional Insured (except WC) and Blanket Waiver of Subrogation endorsements that provide such coverage to the certificate holder when a written contract between the named insured and the certificate holder requires such status.

We have requested the insurance carrier to specifically schedule the Holder as recipient of Notice of 30 Days Cancellation.

CERTIFICATE HOLDER

City of Midland, Texas
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

PACKET 15.19 January 25, 2022

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City Council Meeting

Item Number: 16

Meeting Date: January 11, 2022

To: City Council / City Manager

From: Kelly Martinez, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,674-SQUARE FOOT PORTION OF LOT 1-H, BLOCK 5, COLONY PLACE ADDITION, SECTION 5, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST WADLEY AVENUE AND NORTH GARFIELD STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BREWERY 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, Waystone Brewing, LLC is requesting a Specific Use Designation with term for the sale of alcoholic beverages for on-premises consumption in a brewery at 2101 W Wadley Avenue, Suite 27, Midland, Texas 79701.

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, east, south, and west are all zoned RR, Regional Retail District, and the locations of restaurants, retail stores, a nail salon, a gas station, and a Community National Bank.

Discussion:

The applicant is requesting a Specific Use Designation to be able to sell all alcoholic beverages for on premises consumption, within a brewery. 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.

The Waystone 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 1,674 square feet, with an alcohol serviceable area of 1,120 square feet. The Waystone is designed to be a family-friendly board game café and brewery. In addition to the sale of beer, the brewery will have board games to rent and serve small bites. This site will have adequate parking and restroom facilities.

The brewery will have the following hours of operation and alcohol service:

Thursday through Friday from 5:00 p.m. to 10:00 p.m.

Saturday from 9:00 a.m. to 10:00 p.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 or schools within 300 feet of the property.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No objections.

Engineering: (Approved)

No objection to zone change.

Transportation: (Approved)

No objection to zone change.

Building Code: (Approved)

The SUD for Waystone is acceptable. The property must adhere to the maximum occupant load of 74 patrons. 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 4-Character Plan Goal 4, which is to* "Encourage the development of places where Midland residents can gather and socialize to build connections." (Tall City Tomorrow page 137) The Waystone is an establishment that promotes a positive environment where Midland residents can gather and socialize.

This request was approved at the December 6, 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 brewery, subject to Condition A through G.

Conditions:

A. **That the alcoholic serviceable area of the brewery shall be limited to approximately 1,120 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:**

    Thursday through Friday from 5:00 p.m. to 10:00 p.m.

    Saturday from 9:00 a.m. to 10:00 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 December 29, 2021, staff has received one letter of objection.

Attachments:

Application
Floor Plan (Exhibit A)
Site Plan (Exhibit B)
Maps

Morris William Jr.

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 1,674-SQUARE FOOT PORTION OF LOT 1-H, BLOCK 5, COLONY PLACE ADDITION, SECTION 5, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST WADLEY AVENUE AND NORTH GARFIELD STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BREWERY 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 1,674-square foot portion of Lot 1-H, Block 5, Colony Place Addition, Section 5, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a brewery (the "Establishment") for on-premises consumption, together with the uses permitted in the present RR, Regional Retail District.

SECTION TWO. That the Property shall be subject to the following conditions and

restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 1,120 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:

Thursday and Friday from 5:00 p.m. to 10:00 p.m.; and
Saturday from 9:00 a.m. to 10:00 p.m.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2022; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2022, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

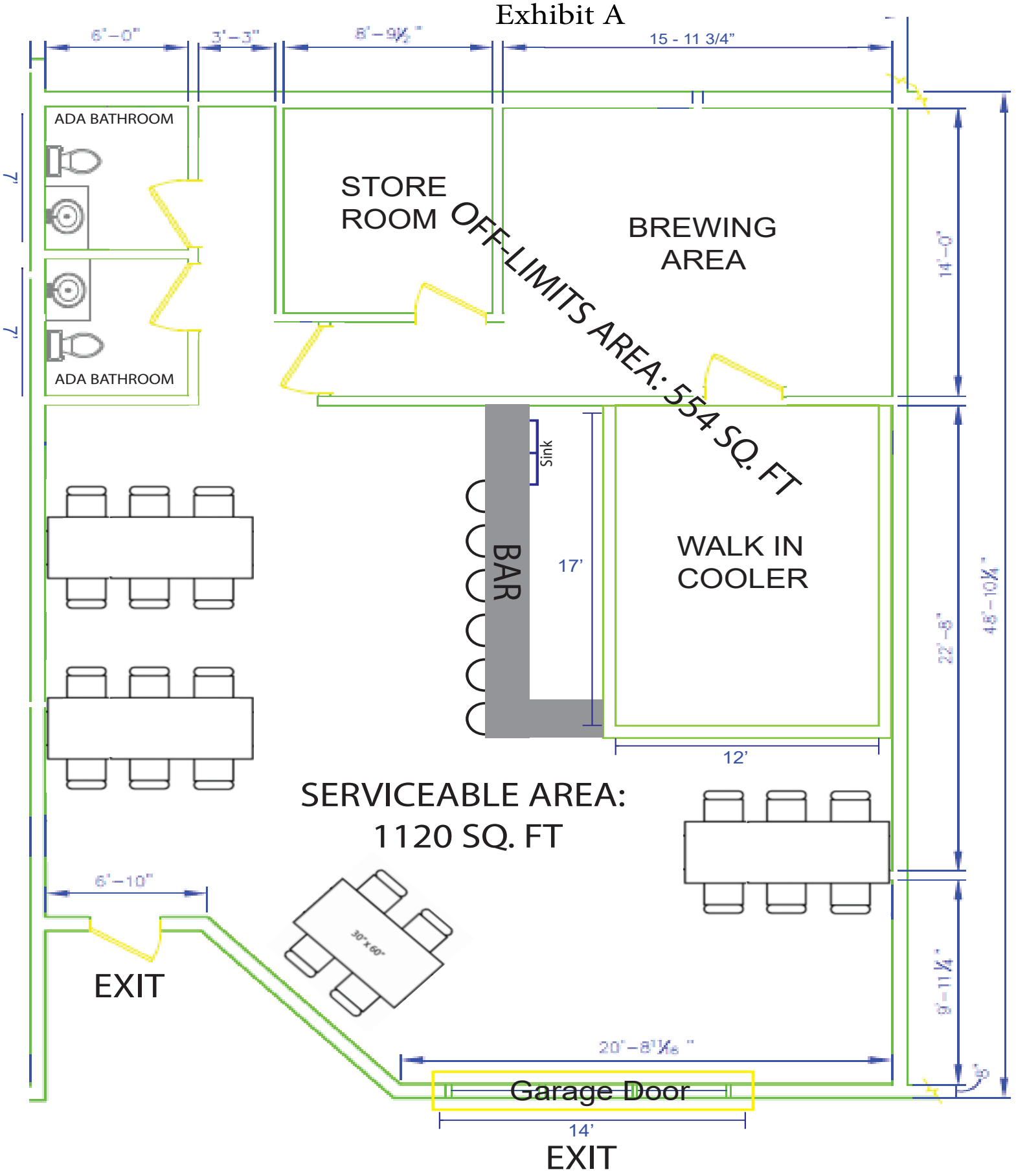
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

Exhibit A



PLAZA OAKS SUITE #27 FLOOR PLAN

TOTAL:1,674 SQ. FT

MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: SUD-21-0116

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Waystone Brewing LLC		Phone (432-770-2322) Email Waystonebrew@gmail.com	
Address 3525 Andrews Hwy	City Midland	State TX	Zip 79703

Property Owner Printed Name: Plaza Oaks BPRE Investors, LLC		Phone (310) 993-2381 Email	
Address 1539 Sawtelle Blvd. Ste #9	City Los Angeles	State CA	Zip 90025

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 2101 W Wadley Ave, Suite 27, Midland, TX 79705

Business Name: The Waystone

Legal Description
Lot: 1C - J Block: 005 Subdivision: Colony Place

Current Zoning: RR, Regional Retail District

Reason for Request: I would like to sell craft beer to patrons at my board game cafe / brewpub
I need this SUD to acquire TABC licenses: Retail Dealers On-Premise (BE), and Brewpub (BP)

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Board Game Cafe / Brewpub

Proposed/Current Days and Hours of Operation: _____
Thursday (5pm-10pm), Friday (5pm-10pm), Saturday (9am-10pm)

Proposed Days and Hours of Alcohol Service: _____
Thursday (5pm-10pm), Friday (5pm-10pm), Saturday (9am-10pm)

Total Square Footage of Business: 1674

Square Footage of Alcohol Serviceable Area: 1120

Restroom Fixtures:			
	Men	**Toilets/Urinals:** 1 / 1	**Bathroom Sinks:** 1
	Women	**Toilets:** 1	**Bathroom Sinks:** 1

RECEIVED
NOV 09 2021
BY: .....

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: Nov 1 2021
Applicant (printed): Edward Morehouse	
Property Owner (signature):	Date: 11/3/21
Property Owner (printed): Shaun Krasowski - Director	

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.

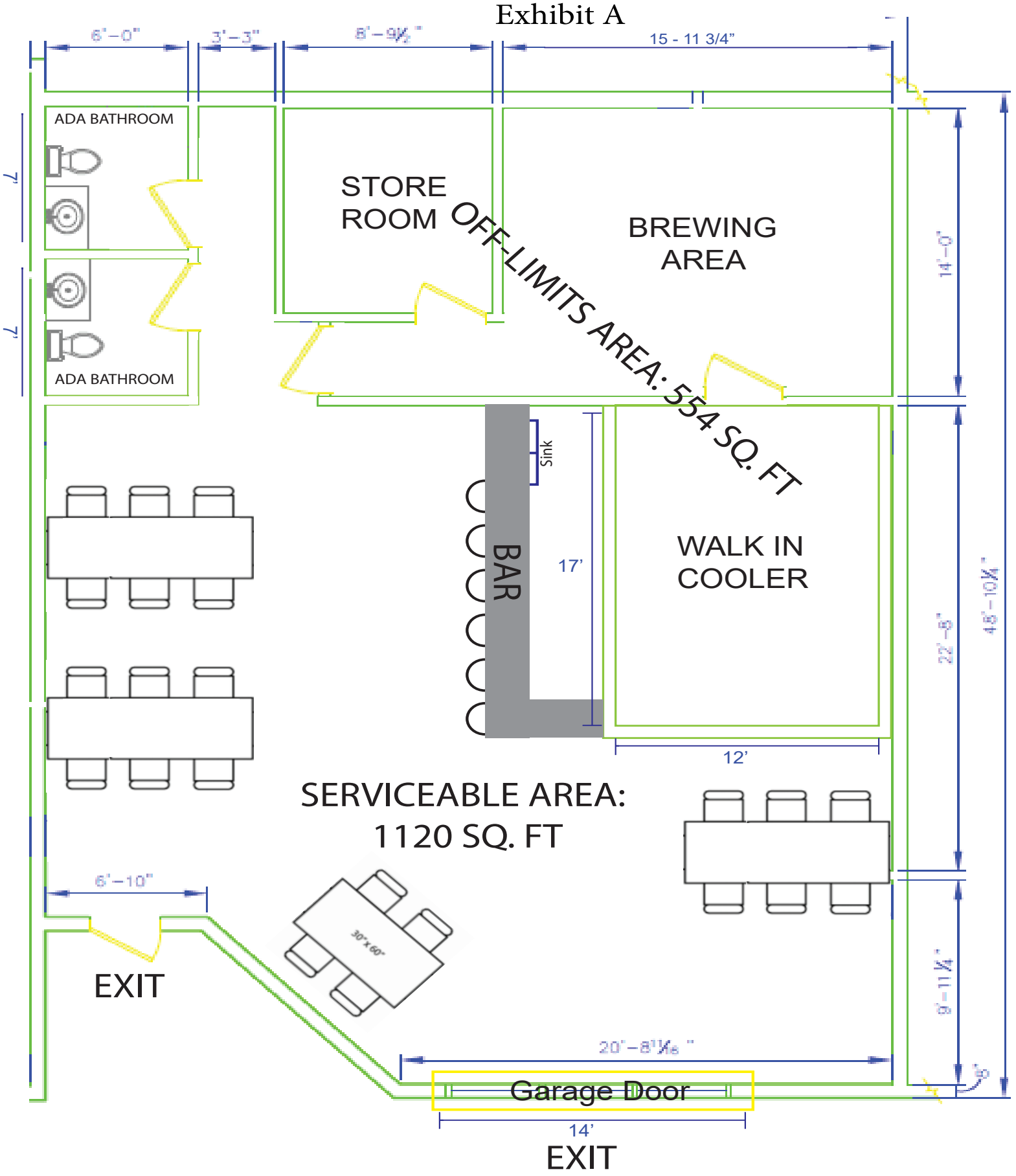
_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****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 # 1051	☐ Plans in Digital Format (PDF/JPEG)
Received By:	Date: 11-9-21

****Application will not be considered for scheduling until reviewed by a planner.****

Exhibit A



PLAZA OAKS SUITE #27 FLOOR PLAN

TOTAL:1,674 SQ. FT

6Dia NORTH ARROW & SCALE

1" = 40'
GRAPHIC SCALE
0 20' 40' 80'

6Dib LEGEND AND ABBREVIATIONS

- CONCRETE SURFACE
- COVERED SURFACE
- NO PARKING AREA
- HANDICAPPED PARKING
- TELEPHONE RISER
- CLEAN OUT
- IRRIGATION CONTROL VALVE
- FIRE HYDRANT
- WATER VALVE
- WATER METER
- SIGN
- BOLLARD
- GAS METER
- UTILITY POLE
- GUY ANCHOR
- LIGHT POLE
- MAIL BOX
- CABLE TV PEDESTAL
- FLAGPOLE
- AIR PUMP

SQ. FT. SQUARE FEET
PS PARKING SPACE(S)
(R) RECORD
WF WOOD FENCE
HR HAND RAIL
TF TRANSFORMER
BH BUILDING HEIGHT
BW CONCRETE BLOCK WALL
CW CONCRETE WALL
CHAIN LINK FENCE
METAL FENCE
WOOD FENCE
OHU OVERHEAD UTILITY LINE
SET 1/2" IRON ROD & CAP UNLESS OTHERWISE NOTED

Exhibit B

SHEET 2 OF 2

LINE TABLE RECORD

LINE #	DIRECTION	LENGTH
L1	N74°42'33"E	37.00'
L2	S74°42'33"W	70.00'
L3	N15°21'00"W	45.00'
L4	N74°42'33"E	30.00'
L5	S15°21'00"E	65.00'
L6	N10°46'32"W	44.26'
L7	N15°21'00"W	107.00'

LINE TABLE MEASURED

LINE #	DIRECTION	LENGTH
L1	N74°42'33"E	37.00'
L2	S74°42'00"W	70.82'
L3	N15°18'00"W	45.00'
L4	N74°42'00"E	30.00'
L5	S15°18'00"E	65.00'
L6	N09°43'03"W	44.33'
L7	N15°21'00"W	107.00'

WEST WADLEY AVENUE
PUBLIC RIGHT OF WAY WIDTH VARIES
ASPHALT PAVEMENT

NORTH GARFIELD STREET
PUBLIC RIGHT OF WAY WIDTH VARIES
ASPHALT PAVEMENT

20' PUBLIC ALLEY

LOT 1-C, BLOCK 5 CABINET E PAGE 80
LOT 1-D, BLOCK 5 CABINET E PAGE 80
LOT 1-E, BLOCK 5 CABINET E PAGE 80
LOT 1-F, BLOCK 5 CABINET E PAGE 80
LOT 1-G, BLOCK 5 CABINET E PAGE 80
LOT 1-H, BLOCK 5 CABINET E PAGE 80
LOT 1-I, BLOCK 5 CABINET E PAGE 80
LOT 1-J, BLOCK 5 CABINET E PAGE 80

WAYSTONE

OWNER: FRANK LIGON
PARCEL NO. R000014447
VOLUME 1136 PAGE 492

OWNER: PLAZA OAKS BPRE INVESTORS LLC
PARCEL NO. R000014360
VOLUME 2848 PAGE 64

OWNER: CARMINE SCARCELLI
PARCEL NO. R000014373
VOLUME 1148 PAGE 405

OWNER: CARTERS FURNITURE INC
PARCEL NO. R000014375BOOK
INSTRUMENT NO. 2009-17063

FOUND 1/2" IRON ROD ILLEGIBLE LYING 0.22' EAST & 1.04' SOUTH.

FOUND 1/2" IRON ROD IN ASPHALT (BENT) LYING 0.32' WEST & 0.36' NORTH

FOUND DRILL HOLE IN TILE

SET NAIL & DISK

FIRE HYDRANT ON CORNER

EAST LINE OF EXXON TRACT

EAST RIGHT OF WAY LINE OF NORTH GARFIELD STREET

SOUTH RIGHT OF WAY LINE OF WEST WADLEY AVENUE

WEST LINE OF A 20' ALLEY

N72°02'14"E 150.02'(R&C)

N74°42'33"E 552.50'(R&C)

N15°21'00"W 143.00'(C)
N15°21'00"W 143.00'(R)

N74°42'33"E 213.00'(C)
N74°42'33"E 213.00'(R)

S74°42'33"W 316.59'(R&C)

N15°21'00"W 345.00'(C)
N15°21'00"W 345.59'(R)

S15°18'00"E 476.37'(C)
S15°21'00"E 476.12'(R)

S74°42'33"W 130.00'(R)
S74°42'00"W 130.00'(M)

S15°18'00"E 150.00'(C)
S15°21'00"E 150.20'(R)

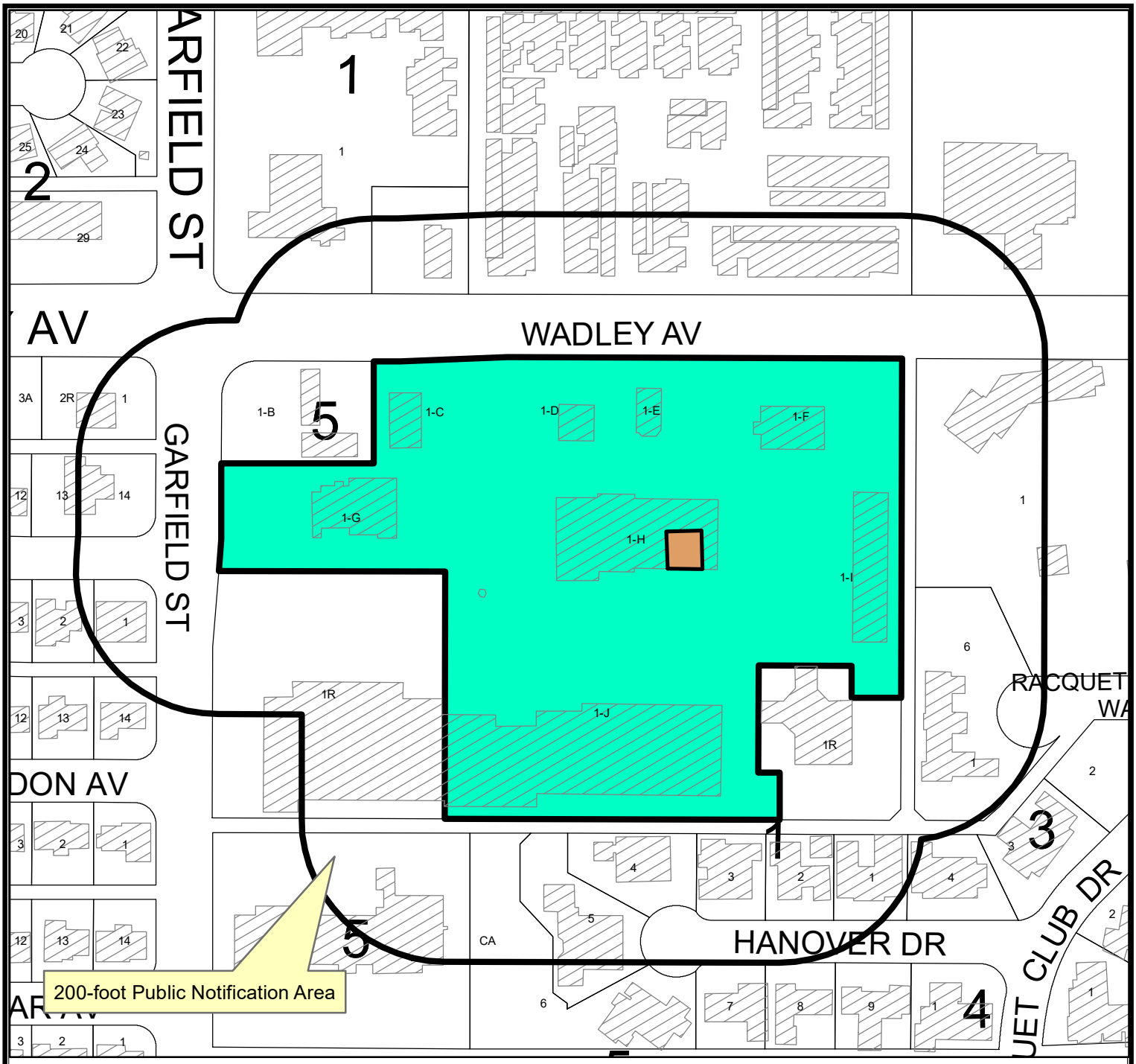
S74°42'33"W 469.30'(R)
S74°42'00"W 468.74'(C)

(BEARING BASIS)

6Dvi ALTA/ACSM LAND TITLE SURVEY OF PLAZA OAKS SHOPPING CENTER 2101 WEST WADLEY AVENUE MIDLAND, TEXAS MIDLAND COUNTY

AMERICAN SURVEYING & MAPPING INC.
3191 MAGUIRE BLVD., SUITE 200 ORLANDO, FLORIDA 32803
PHONE (407) 426-7979 WWW.ASMCORPORATE.COM

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LOCATION MAP

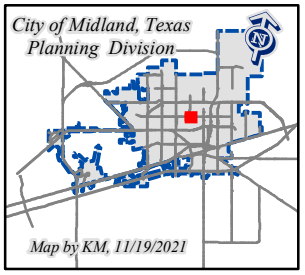
SUD-21-0116 **Scale: 1" = 200'**

Consider a request by Waystone Brewing LLC, for a Specific Use Designation with Term for the sale of all alcoholic beverages for on-premises consumption, in a brewery, on a 1,674 square foot portion of Lot 1-H, Block 5, Colony Place, Section 5, City and County of Midland, Texas.

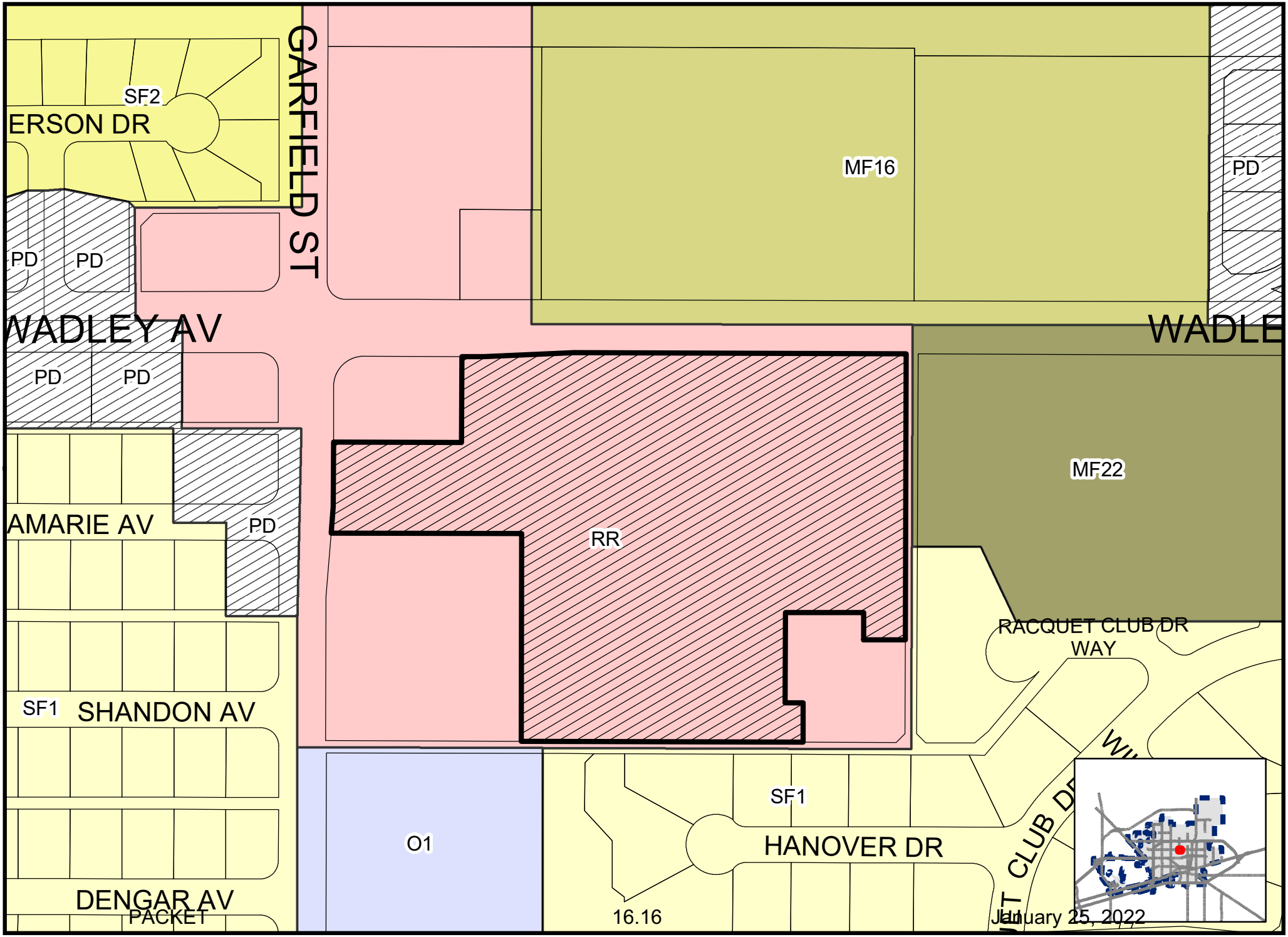
Generally located on the southeast corner of the intersection of W Wadley Avenue and N. Garfield Street. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR MAP 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, 11/19/2021

SUD-21-0116

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.


Plush
Salon
COMING SOON!
THE WAYSTONE
BOARDGAME CAFE & NANOBREWERY


RUSSELL L. FREEMAN
& ASSOCIATES
INTERIOR DESIGN





City Council Meeting

Item Number: 17

Meeting Date: January 11, 2022

To: City Council / City Manager

From: Kelly Martinez, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 15, BLOCK 10, KIMBER-LEA ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF WEST WADLEY AVENUE, APPROXIMATELY 210 FEET EAST OF NORTH MIDKIFF 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 3) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Maverick Engineering, is requesting to rezone the property located at 3212 W. Wadley Avenue for the development of a coffee shop and retail development.

Recommended City Council Action:

Approve

Fiscal Impact:

This request does not require any City funds.

Current Zoning:

PD, Planned Development for a Shopping Center (Ordinance number 8,287)

Surrounding Zoning and Land Use:

The properties to the north and east are zoned SF-2, Single-Family Dwelling District, and the location of residential homes. The property to the south across W. Wadley Avenue is zoned RR, Regional Retail District, and the location of a shopping center. The properties to the west are zoned RR, Regional Retail District and the location of a gas station and a shopping center.

Analysis:

The property is currently vacant and zoned PD, Planned Development District for a Shopping Center. This allows for the construction of a retail center according to Ordinance number 8287, which regulates the planned district. The applicant, Maverick Engineering, is requesting to rezone the property for added flexibility in the development process. Additionally, since the underlying zoning of this property is RR, Regional Retail District, this zone change does not change the composition of uses in this area. Instead, it allows for the development to occur on otherwise unused land.

If approved, the development will need to conform to section 5.05, Nonresidential Zoning District Dimensional Regulations and section 6.01 through 6.05, Zoning Development Regulations of the Zoning Ordinance.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No objection to zone change. [For the Applicant's information only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

Code: (Approved)

No Oil and Gas issues.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

Planning:

The request fits with the *Tall City Tomorrow Comprehensive Plan, Chapter 6-Character* Goal 2: Identify partnerships to produce neighborhood and commercial centers that are attractive, functional, and of high-quality. The proposed development will provide the community with a new coffee shop and retail center where consumers can enjoy their free time. In addition, the retail development would fit into the character of the area and provide a new retail service which will increase economic activity in this area.

Therefore, staff recommends approval of this zone change from PD, Planned Development District for a Shopping Center 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 letters of objection as of December 29, 2021.

Attachments:

Application
Maps
Ordinance Number 8287

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 15, BLOCK 10, KIMBER-LEA ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF WEST WADLEY AVENUE, APPROXIMATELY 210 FEET EAST OF NORTH MIDKIFF ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 15, Block 10, Kimber-Lea Addition, Section 2, 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 PD, Planned Development District for a Shopping Center 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., 2022; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2022, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: 2-21-0272

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Property Owner Printed Name: 5G Legacy LLC		Phone ( ) Email	
Address 11 Hanover	City Midland	State TX	Zip 79705

Representative *(if different from Applicant or Property Owner)* Firm: Maverick Engineering Printed Name: Andrew Mellen		Phone (432) 262-0999 Email amellen@maverick-eng.com	
Address 1909 W Wall St Ste K	City Midland	State TX	Zip 79701

Street Address: 3212 W Wadley

Legal Description
Lot: 17 Block: 10 Subdivision: Kimber Lea

Current Zoning: PD

Proposed Zone: RR
(List by tracts if more than one district is requested)

Reason for Zone Change Request: To develop a Black Rifle Coffee shop, retail site

Present Use of Property: Vacant

Proposed Use of Property: Coffee Shop plus retail development

How would this zone change affect the public health, safety and welfare? No adverse affect

Describe how conditions affecting the property have changed since present zoning designation: no change

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date:
Applicant (printed):	
Property Owner (signature):	Date: 10/20/21
Property Owner (printed) : James gripp	

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 who, being by me duly sworn, upon oath says: That (s)he is authorized by 5G Legacy 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 20th day of October, 20 21, to certify which witness my hand and seal of office.

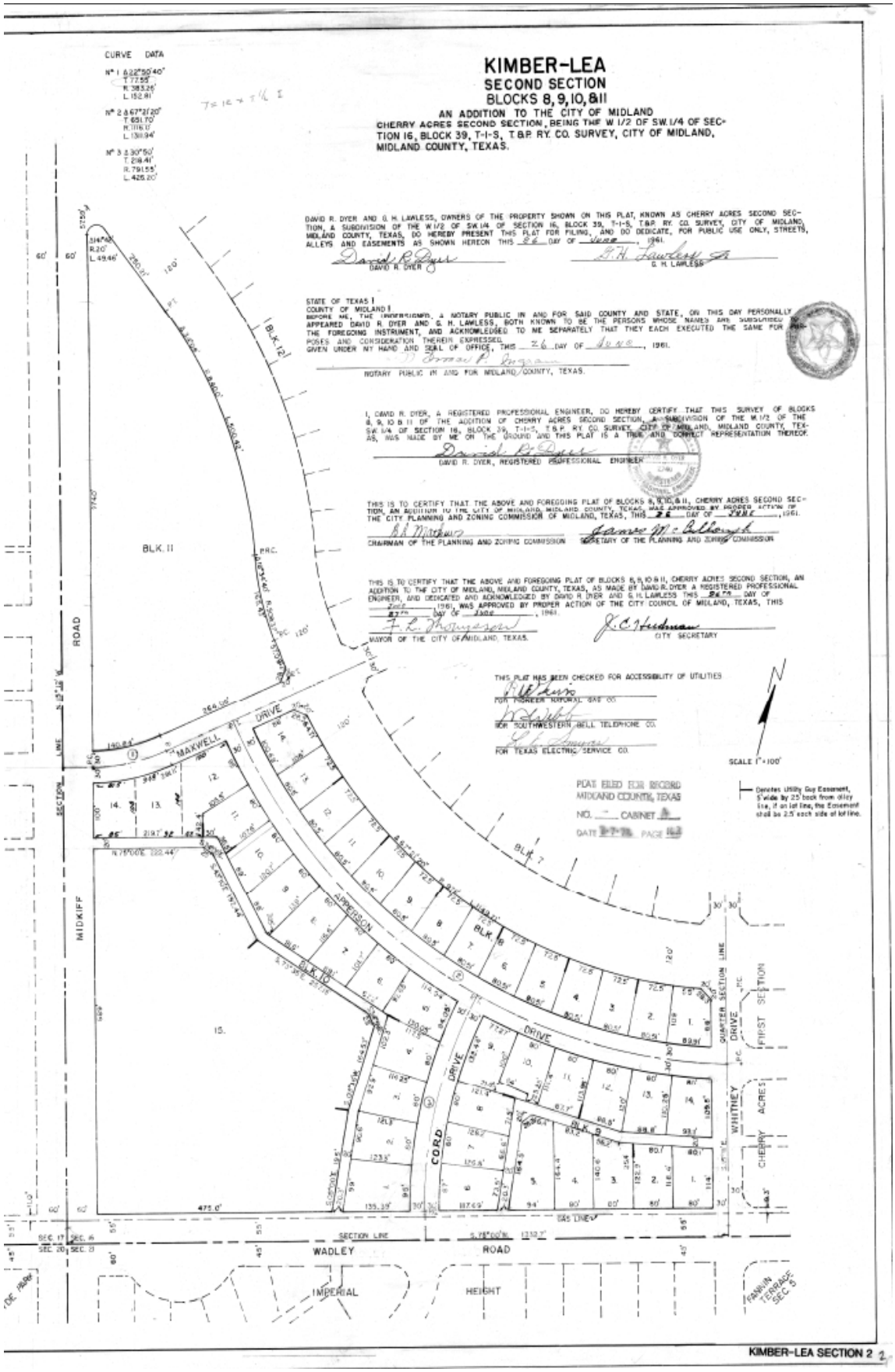
NOTARY PUBLIC STATE OF TEXAS
Kelsey Ann Stine
My Commission Expires
02/19/2022
ID No. 131456388

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☐ Dimensioned Site Plan
☑ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check # 3611	
Received By:	Date: RECEIVED OCT 26 2021

**Application will not be considered for scheduling until reviewed by a planner.


KIMBER-LEA
SECOND SECTION
BLOCKS 8, 9, 10, & 11
AN ADDITION TO THE CITY OF MIDLAND
CHERRY ACRES SECOND SECTION, BEING THE W 1/2 OF SW 1/4 OF SECTION 16, BLOCK 39, T-1-S, T&P RY. CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.
CURVE DATA
DAVID R. DYER AND G. H. LAWLESS, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, KNOWN AS CHERRY ACRES SECOND SECTION, A SUBDIVISION OF THE W 1/2 OF SW 1/4 OF SECTION 16, BLOCK 39, T-1-S, T&P RY. CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, DO HEREBY PRESENT THIS PLAT FOR FILING, AND DO DEDICATE, FOR PUBLIC USE ONLY, STREETS, ALLEYS AND EASEMENTS AS SHOWN HEREON THIS 26 DAY OF June, 1961.
DAVID R. DYER
G. H. LAWLESS
STATE OF TEXAS
COUNTY OF MIDLAND
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED DAVID R. DYER AND G. H. LAWLESS, BOTH KNOWN TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME SEPARATELY THAT THEY EACH EXECUTED THE SAME FOR PURPOSES AND CONSIDERATION THEREIN EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 26 DAY OF June, 1961.
NOTARY PUBLIC IN AND FOR MIDLAND COUNTY, TEXAS.
I, DAVID R. DYER, A REGISTERED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT THIS SURVEY OF BLOCKS 8, 9, 10 & 11 OF THE ADDITION OF CHERRY ACRES SECOND SECTION, A SUBDIVISION OF THE W 1/2 OF THE SW 1/4 OF SECTION 16, BLOCK 39, T-1-S, T&P RY. CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, WAS MADE BY ME ON THE GROUND AND THIS PLAT IS A TRUE AND CORRECT REPRESENTATION THEREOF.
DAVID R. DYER, REGISTERED PROFESSIONAL ENGINEER
THIS IS TO CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF BLOCKS 8, 9, 10, & 11, CHERRY ACRES SECOND SECTION, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, WAS APPROVED BY PROPER ACTION OF THE CITY PLANNING AND ZONING COMMISSION OF MIDLAND, TEXAS, THIS 26 DAY OF June, 1961.
CHAIRMAN OF THE PLANNING AND ZONING COMMISSION
SECRETARY OF THE PLANNING AND ZONING COMMISSION
THIS IS TO CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF BLOCKS 8, 9, 10 & 11, CHERRY ACRES SECOND SECTION, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, AS MADE BY DAVID R. DYER A REGISTERED PROFESSIONAL ENGINEER, AND DEDICATED AND ACKNOWLEDGED BY DAVID R. DYER AND G. H. LAWLESS THIS 26TH DAY OF June, 1961, WAS APPROVED BY PROPER ACTION OF THE CITY COUNCIL OF MIDLAND, TEXAS, THIS 27th DAY OF June, 1961.
MAYOR OF THE CITY OF MIDLAND, TEXAS.
CITY SECRETARY
THIS PLAT HAS BEEN CHECKED FOR ACCESSIBILITY OF UTILITIES
FOR PIONEER NATURAL GAS CO.
FOR SOUTHWESTERN BELL TELEPHONE CO.
FOR TEXAS ELECTRIC SERVICE CO.
SCALE 1" = 100'
PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS
NO. — CABINET A
DATE 7-7-61 PAGE 43
Denotes Utility Guy Easement, 5' wide by 25' back from alley line, if on lot line, the Easement shall be 2.5' each side of lot line.
MAXWELL DRIVE
MIDKIFF ROAD
APPERSON DRIVE
CORD DRIVE
QUARTER SECTION LINE
FIRST SECTION
WHITNEY DRIVE
CHERRY ACRES
WADLEY ROAD
IMPERIAL HEIGHT
FRANKLIN TERRACE SEC. 5
BLK. 11
BLK. 12
BLK. 10
BLK. 9
BLK. 8
BLK. 7
SECTION LINE
SEC. 17 SEC. 16
SEC. 20 SEC. 21

ORDINANCE NO. 8287

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING THE 4.66 ACRE TRACT OF LAND OUT OF LOT 15, BLOCK 10, KIMBER-LEA ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS WHICH IS PRESENTLY ZONED MF-2, MULTIPLE FAMILY DWELLING DISTRICT TO BE USED AS A PD, PLANNED DISTRICT FOR A SHOPPING CENTER; PROVIDING FOR SUCH USE TO BE SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS AS SET OUT HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of "Planned Districts" under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the creation of a PD, Planned District for a Shopping Center, set out hereinafter and subject to the conditions and restrictions set out hereinafter;

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

SECTION ONE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned MF-2, Multiple Family Dwelling District and it shall be used as a PD, Planned District for a Shopping Center, said property being described as follows:

> A 4.66 acre tract of land out of Lot 15, Block 10, Kimber-Lea, an addition to the City of Midland, Midland County, Texas. The property is described by metes and bounds on Exhibit "A", which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That said property shall be subject to the following conditions and restrictions: that the property shall be developed in accordance with the LR-2, Local Retail District use and development standards. The use and development of said property shall comply with the attached Exhibit "B", with the following exceptions:

1. That the parking layout shall be considered illustrative, with final approval to be made through the building permit process.

2. That all landscaping shall be irrigated and kept in a healthy and growing condition.

3. That all exterior lighting shall comply with the Midland Outdoor Lighting Policy.

4. That all signage shall comply with the Midland Sign 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 8th day of February, A.D., 2005; and passed to second reading on motion of Council member Dufford, seconded by Council member Perry, by the following vote:

Council members voting "AYE": Dufford, Perry, Morgan, Dingus, Canon, Simpson and Hailey

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 Morgan, seconded by Council member Dufford, on the 22nd day of February, A.D., 2005, at a regular meeting of the City Council:

Council members voting "AYE": Morgan, Dufford, Perry, Dingus, Canon, Simpson and Hailey

Council members voting "NAY": None

PASSED AND APPROVED THIS 22nd day of February, A.D., 2005.

Michael J. Canon, Mayor

ATTEST:

Kaylah J. McCord, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

Field note description for a 4.66 acre tract of land out of Lot 15, Block 10, Kimber-Lea, an addition to the City of Midland, Midland County, Texas as recorded in Volume 2, Page 14, Midland County Plat Records, said 4.66 acres being more completely described below, represents a survey actually made on the ground under my supervision, and there are no encroachments or protrusions, or visible easements, except as shown hereon.

BEGINNING at a ½-inch iron rod for the southwest corner of this tract, in the south line of Lot 15, Block 10, Kimber-Lea, an addition to the City of Midland, Texas, from which point the platted southwest corner of Lot 15 bears S 75° 00' W, 150.0 feet;

THENCE N 15° 13' W, 315.0 feet to a "X" cut in concrete for an ell corner of this tract;

THENCE S 75° 00' W, 10.0 feet for a found ½-inch iron rod for an exterior corner of this tract;

THENCE N 15° 13' W, 374.0 feet to a found 5/8-inch iron rod for the northwest corner of this tract, said point is in the north line of Lot 15 at a point 140.0 feet from the northwest corner of Lot 15, and in the south line of a 20-foot alley;

THENCE along the south line of said 20-foot alley N 75° 00' E, 82.44 feet to a ½-inch iron rod for a corner of this tract;

THENCE S 74° 05' E, and said alley 25.0 feet to a ½-inch iron rod for a corner of this tract;

THENCE S 43° 19' E, with said alley 193.8 feet to a corner of this tract;

THENCE S 73° 37' E, and said alley 257.4 feet to a ½-inch iron rod for a corner of this tract;

THENCE S 34° 59' E, with said alley 25.0 feet to a ½-inch iron rod for a corner of this tract;

THENCE S 03° 36' W, with the west line of said 20-foot alley 164.53 feet to a ½-inch iron rod for a corner of this tract;

THENCE S 05° 01' E, with said alley 195.0 feet to a ½-inch iron rod for a southwest corner of Lot 15 and this tract said point being the west line of said 20-foot alley and in the north line of Wadley Avenue;

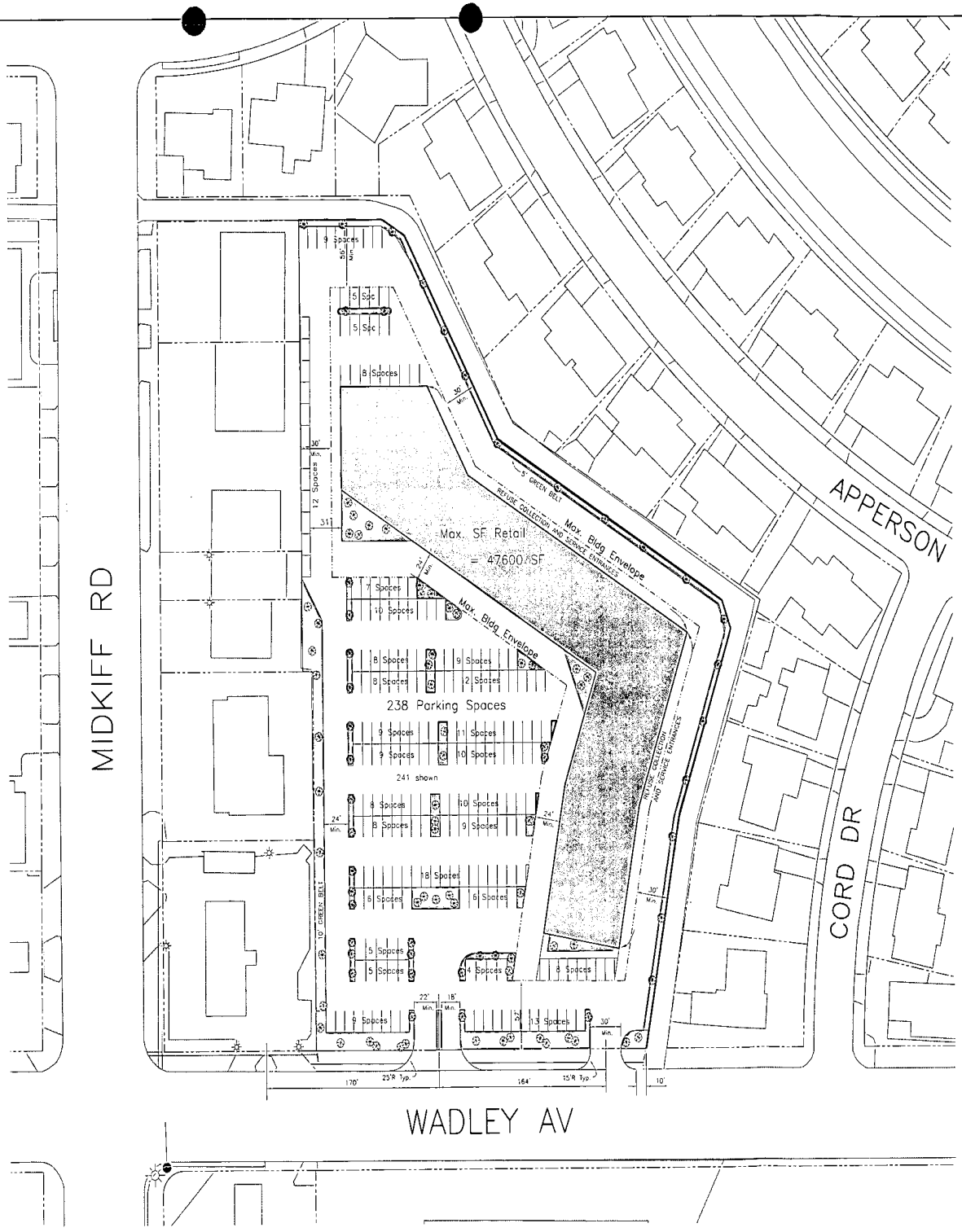
THENCE S 75° 00' W, along the south line of Lot 15 and north line of Wadley Avenue, 325.0 feet to the place of beginning and containing 4.66 acres of land.

RECEIVED
DEC 1 3 2004
PLANNING & DEVELOPMENT
CITY OF MIDLAND

Exhibit "A"

CASE NO. Z-04-024

Ord. 8287



PLANNED DISTRICT SITE PLAN

KIMBER-LEA ADDITION
SECTION 2

for

PART OF
LOT 15, BLOCK 10
KIMBER-LEA ADDITION
SECTION 2
MIDLAND, TEXAS

Original Scale: 1"=100'

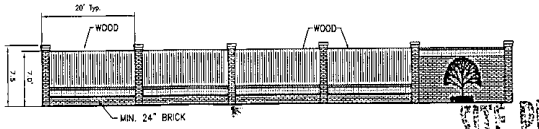
Site Plan submitted to P&Z on December 13, 2004.

Site Plan re-submitted to P&Z on January 31, 2005.

SITE DATA	
LOT AREA	203700.51 SF
LANDSCAPE AREA REQUIRED	20370.05 SF
LANDSCAPE AREA IN ROW	2613 SF
LANDSCAPED AREA SHOWN (NOT INCLUDING ROW)	20848 SF
TREES REQUIRED (ON PARKING LOT)	14
MAX. BUILDING AREA	47,600 SF
PARKING SPACES REQUIRED	238
PARKING SPACES SHOWN	241

NOTES:

- SHADED AREAS DENOTED BY [ ] TO BE PAVED.
- SHADED AREAS DENOTED BY [ ] TO BE SIDEWALK.
- SHADED AREAS DENOTED BY [ ] TO BE IRRIGATED GRASS & GROUND COVER.
- SHADED AREAS DENOTED BY [ ] TO BE IRRIGATED & LANDSCAPED INCLUDING TREES, GRASS OR SHRUBS - WHICH MAY BE ENHANCED BY OTHER LANDSCAPE MATERIALS.
- LANDSCAPED AREA (IN ADDITION TO R.O.W.S.) WILL BE A MINIMUM OF 10% OF TOTAL LOT AREA.
- SHADED AREAS DENOTED BY [ ] ARE BUILDINGS.
- PROPOSED SCREEN WALL DENOTED BY ———
- AT THE TIME OF ISSUANCE OF A BUILDING PERMIT, SIGNAGE SHALL CONFORM TO CITY OF MIDLAND SIGN CODE ORDINANCE, AS AMENDED.
- USE AND DEVELOPMENT SHALL CONFORM TO LR-2 REGULATIONS. MAXIMUM BUILDING HEIGHTS =28'-9" (NOT INCLUDING PARAPETS)
- EXTERIOR BUILDING MATERIALS SHALL BE DECORATIVE OR PAINTED CMU, FACE BRICK, PRECAST CONCRETE, TILT-WALL, STUCCO, GLAZING OR SIMILAR CONSTRUCTION.
- ROOF MATERIALS MAY INCLUDE COMPOSITE, BUILT-UP OR STANDING SEAM METAL ROOF.
- ALL PARKING AND SITE WORK TO BE DESIGNED IN ACCORDANCE WITH TDLR STANDARDS.
- SECURITY LIGHTS ON THE NORTH AND EAST SIDES OF THE BUILDING SHALL BE MOUNTED 12' ABOVE PAVEMENT AND BE SHROUDED.
- ALL PARKING LOT LIGHTS SHALL BE A MAXIMUM HEIGHT OF 28'-9" AND PROVIDE FULL CUTOFF SHIELDS.



SCREEN WALL ELEVATION

Not to Scale

SITE PLAN

CASE NO. Z-04-02

RECEIVED
FEB 02
PLANNING & DEVELOPMENT
CITY OF MIDLAND

KIMBER-LEA ADDITION
SECTION 2

PREPARED BY:
Parkhill Smith & Cooper, Inc.
Engineers Architects Planners
January 2005

January 25, 2022
17.14
PACKET

Drawing File: 05_NB\NEc Midkiff & Wadley\kimberly formal site plan V4.dwg (TONY) 49.57 hrs
Date: 2/1/2005 Time: 17:45:10 UCS = World(PS)
Xrefs: (rov 1, water, sewer, parcels

Exhibit "B"

City Council Agenda

Approved for Agenda:
MJohnston
City Manager's Office

MEETING DATE: February 8, 2005

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: Z-04-024; Parkhill, Smith and Cooper

Purpose:

Hold a public hearing at 11:00 a.m. and consider a request by Parkhill, Smith and Cooper for a zone change from MF-2, Multiple Family Dwelling District to PD, Planned District for a Shopping Center.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

N/A

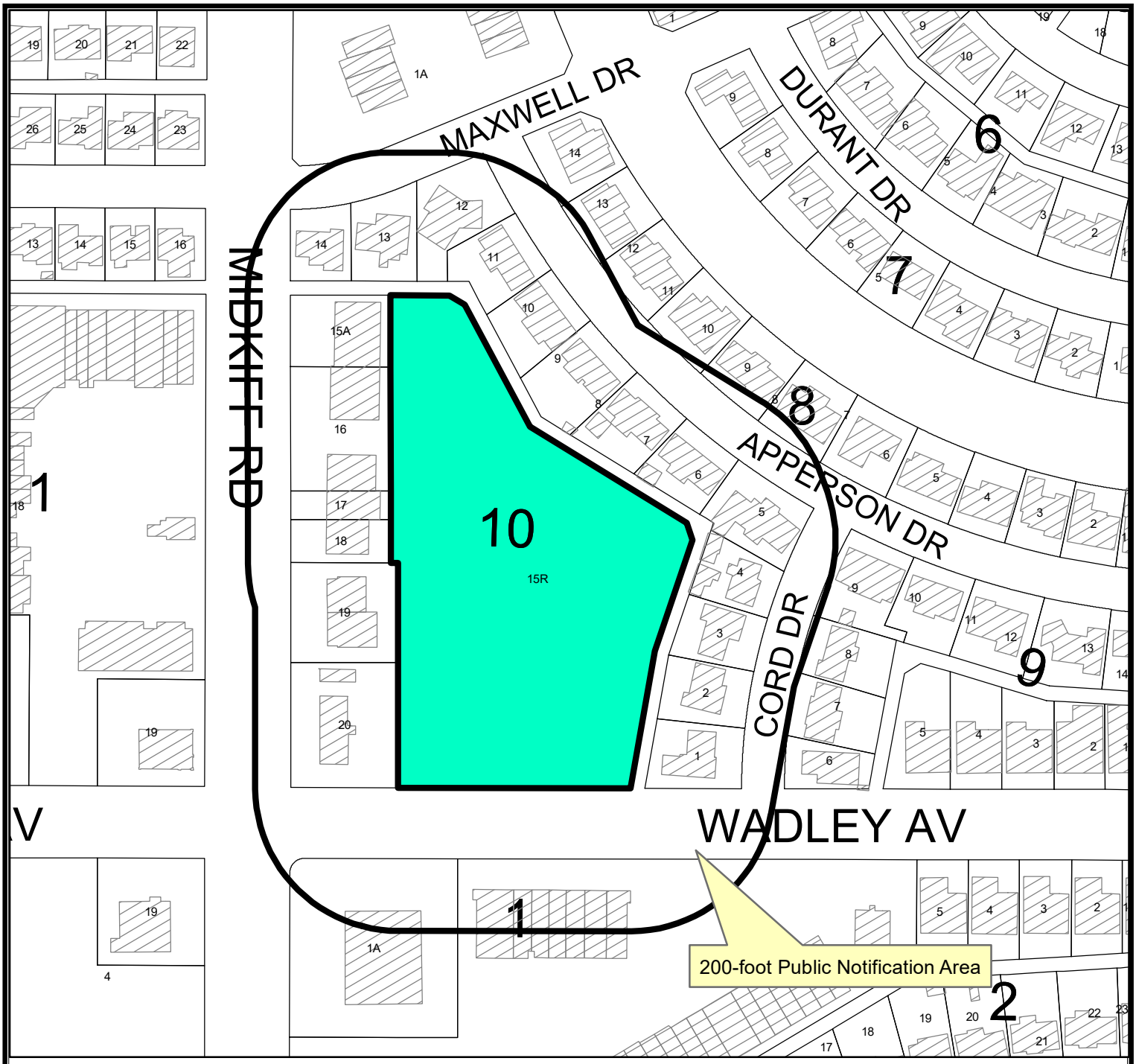
Discussion:

The developer plans to demolish the Trellis Apartments, built in 1976, and redevelop the tract with a retail center. The planned district would be subject to the LR-2, Local Retail District use and development standards. A site plan has been submitted for review.

The retail center will be 47,600 square feet in area, however, the final building design is uncertain. A larger building envelope is shown to accommodate flexibility in the layout. Elevation drawings are not available, but the list of building materials includes decorative or painted CMU, face brick, precast concrete, tilt-wall, stucco, and glazing. Landscaping, including grass, ground cover, trees, and shrubs, will cover at least ten percent of the total lot area. A solid screening fence and a row of trees will be put in between the building and the alley.

The LR-2 District allows professional offices, banks, restaurants, and other such businesses offering all types of new retail items for sale. Any request for on-premise alcoholic beverage sales would be considered under a separate application process.

CDS



LOCATION MAP

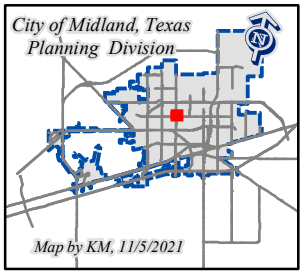
Z-21-0272 **Scale: 1" = 200'**

Consider a request by Maverick Engineering for a zone change from PD, Planned Development District for a Shopping Center to RR, Regional Retail District on Lot 15, Block 10, Kimber-Lea Addition, Section 2, City and County of Midland, Texas.

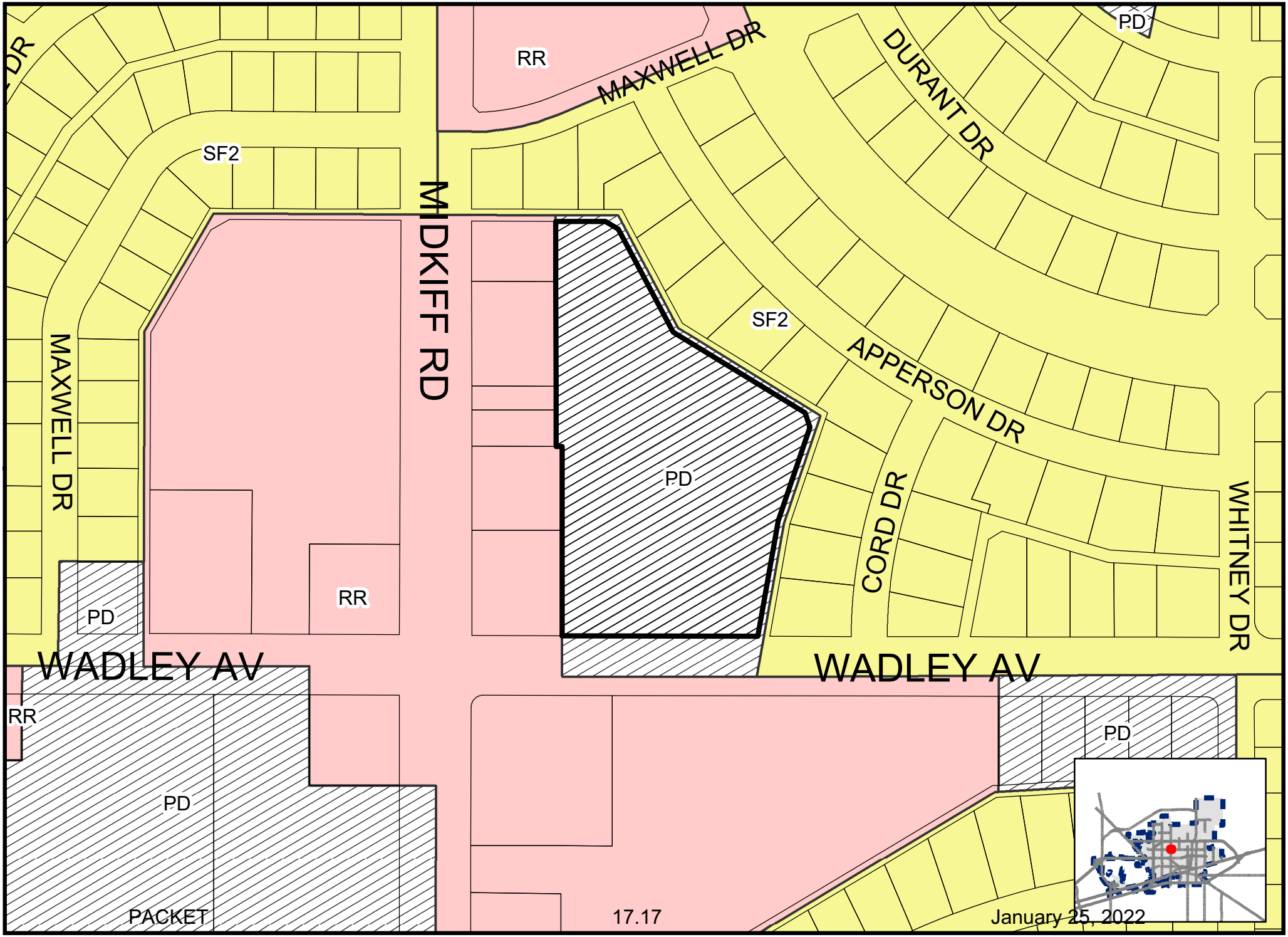
Generally located on the north side of W. Wadley Avenue, approximately 210-feet east of N. Midkiff Road. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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Map By KM 11/11/2021

Z-21-0272

Scale: 1" = 200'

ZONING MAP

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tea nergy
BEAN&GRAPE
COFFEE • WINE • CRAFT BEER
NOTHING BUNDT CAKES
FULGER GALLERY
OPEN


KMB
ADOPT-A-SPOT
FIRST BASIN
CREDIT UNION

City Council Meeting

Item Number: 18

Meeting Date: January 11, 2022

To: City Council / City Manager

From: Kelly Martinez, Senior Planner

Subject: **AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOTS 9-12, BLOCK 37, COLLEGE HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF WEST FRONT STREET AND CARLTON STREET), WHICH IS PRESENTLY ZONED C, COMMERCIAL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR AUTOMOBILE OR OTHER MOTORIZED VEHICLE SALES AND SERVICE; 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)**

Details of the Request:

The applicant, Salvador Hernandez is requesting a Specific Use Designation without Term for Automobile or other Motorized Vehicle Sales and Services to develop a used car dealership.

Current Zoning:

C, Commercial District

Recommended City Council Action:

Approve

Fiscal Impact:

Processing this request does not require any City funds.

Surrounding Zoning and Land Use:

The property to the north is zoned SF-2, Single Family District and is the location of single-family homes. The properties to the east, south, and west are zoned C, Commercial District, and the locations of commercial buildings including, a vacant building, Viva Villa Drive Thru, and Oncor Electric Delivery.

Analysis:

The applicant is requesting Specific Use Designation without Term for Automobile or other Motorized Vehicle Sales and Services located at 2500 Front Street. Per section 4.03 Use Chart of the zoning ordinance, a car dealership is allowed in the C, Commercial District with a Specific Use Designation without Term.

The property has five (5) existing buildings and structures. The existing buildings will remain on site, except for the removal of one structure as shown in Exhibit A. The office building has a square footage of 432 square feet. The site plan illustrates nineteen (19) parking spaces, including six (6) for customers and thirteen (13) for car sales.

The proposed hours of operation are the following:

Monday through Saturday, 8:00 a.m. to 6:00 p.m.

The Automobile or Other Motorized Vehicle Sales and Services will need to comply with the standards as listed in Section 4.04.A.6 of the Zoning Ordinances.

6. Automobile or Other Motorized Vehicle Sales and Service Standards

a. Allowed by Specific Use Designation, according to the permitted Use Chart.

b. All exterior light sources shall be of a down-light type, indirect, diffused, or shielded type luminaries and so installed as to reduce glare effect and consequent interference with use of adjacent properties and boundary streets.

c. No intermittent or flashing lights shall be permitted.

d. Luminaries shall be mounted at a height not to exceed 30 feet as measured vertically from the horizontal surface of the nearest parking pavement.

e. All building façades shall be constructed with the same masonry materials that meet the masonry regulations for the zoning district in which the property is located.

f. No exterior auditory devices shall be permitted.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No objection.

Engineering: (Approved)

No objection.

Transportation: (Approved)

No objection to zone change. [For the Applicant's information only.]

Building Code: (Approved)

No objections.

Planning:

The Future Land Use Map in the Tall City Tomorrow Comprehensive Plan calls for Urban-Medium uses in this area, encompassing a mix of housing types, neighborhood and community commercial, office, and service uses. Therefore, the development of a car dealership fit the recommendations of the Tall City Tomorrow Comprehensive Plan.

This request was approved at the December 20, 2021 Planning and Zoning Commission meeting.

This request meets all requirements; therefore, staff recommends approval of the request of the Specific Use Designation without Term for an Automobile or other Motorized Vehicle Sales and Services, subject to Condition A through D.

Conditions:

A. That the Automobile and other Motorized Vehicle Sales and Service shall significantly conform to the Site Plan (Exhibit A) which is attached hereto and incorporated herein for all purposes.

B. That the development of the automobile or other motorized vehicle sales and services shall comply with the standards listed in Section 4.04. A.6 of the Zoning Ordinance.

C. That the days and hours of operation of the Automobile or other Motorized Vehicle Sales and Service shall be limited to:

Monday through Saturday, from 8:00 a.m. to 6:00 p.m.

D. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the Automobile Sales and Services to ensure that the conditions of this permit are satisfied

Letters of Objection:

As of January 5, 2021, staff has not received any letters of objection.

Attachments:

Site Plan (Exhibit A)
Application
Maps

Morris William Jr.

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 LOTS 9-12, BLOCK 37, COLLEGE HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF WEST FRONT STREET AND CARLTON STREET), WHICH IS PRESENTLY ZONED C, COMMERCIAL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR AUTOMOBILE OR OTHER MOTORIZED VEHICLE SALES AND SERVICE; 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 Lots 9-12, Block 37, College Heights 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 Without Term for automobile or other motorized vehicle sales and service (the "Specific Use"), together with the uses permitted in the present C, Commercial District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the use and development of the Property for the Specific Use shall significantly conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.

B. That the use and development of the Property for the Specific Use shall conform to the development standards of Section 11-1-4.04.A.6 of the City Code.

C. That the days and hours of operation of the Specific Use shall be limited to Monday through Saturday from 8:00 a.m. to 6:00 p.m.

D. That the applicant shall obtain a Certificate of Occupancy prior to using the Property for the Specific Use 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., 2022; and passed to second reading

on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2022, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney



EXHIBIT "A"

MIDLAND Planning Division

Specific Use Designation Application (Non-Alcohol)

Case Number: SUD-21-018

Ord. Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Salvador Hernandez		Phone (432) 631 1324 Email Yesikacesar0302@hotmail.com	
Address 605 S. Mineola St	City Midland	State TX	Zip 79701
Property Owner Printed Name: Francisco J Villarreal		Phone (432) 853-5284 Email javierovillahe r78@gmail.com	
Address 401 W. Cowden	City Midland	State TX	Zip 79701
Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Type of Permit: SUD Zacatecas Auto Sales — *For Office Use Only* ☒ with Term ☐ without Term

Is there any Code Enforcement action pending on property? ☐ Yes ☒ No

Street Address: 2500 W FRONT ST.

Legal Description Lot: 11 Block: 37 Subdivision: College Heights

Current Zoning: C

Maximum Floor Area: 100 ft x 90 ft **Maximum Occupancy:**

Proposed hours and days of use or operation: 8:00 am – 6:00 PM MON – Sat

Reason for request: car dealership

Applicant's opinion as to why the request will not adversely affect the public safety, health, morals, general welfare, and convenience: N/A

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)

RECEIVED NOV 12 2021

BY: .....

Signatures	
Applicant (signature):	Date: 11/12/2021
Applicant (printed): SALVADOR HERNANDEZ	
Property Owner (signature): Francisco J Villareal	Date: 11/12/2021
Property Owner (printed): Francisco J Villareal	

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 Salvador Hernandez who, being by me duly sworn, upon oath says: That (s)he is authorized by Francisco J. Villareal 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 12 day of November, 20 21, 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

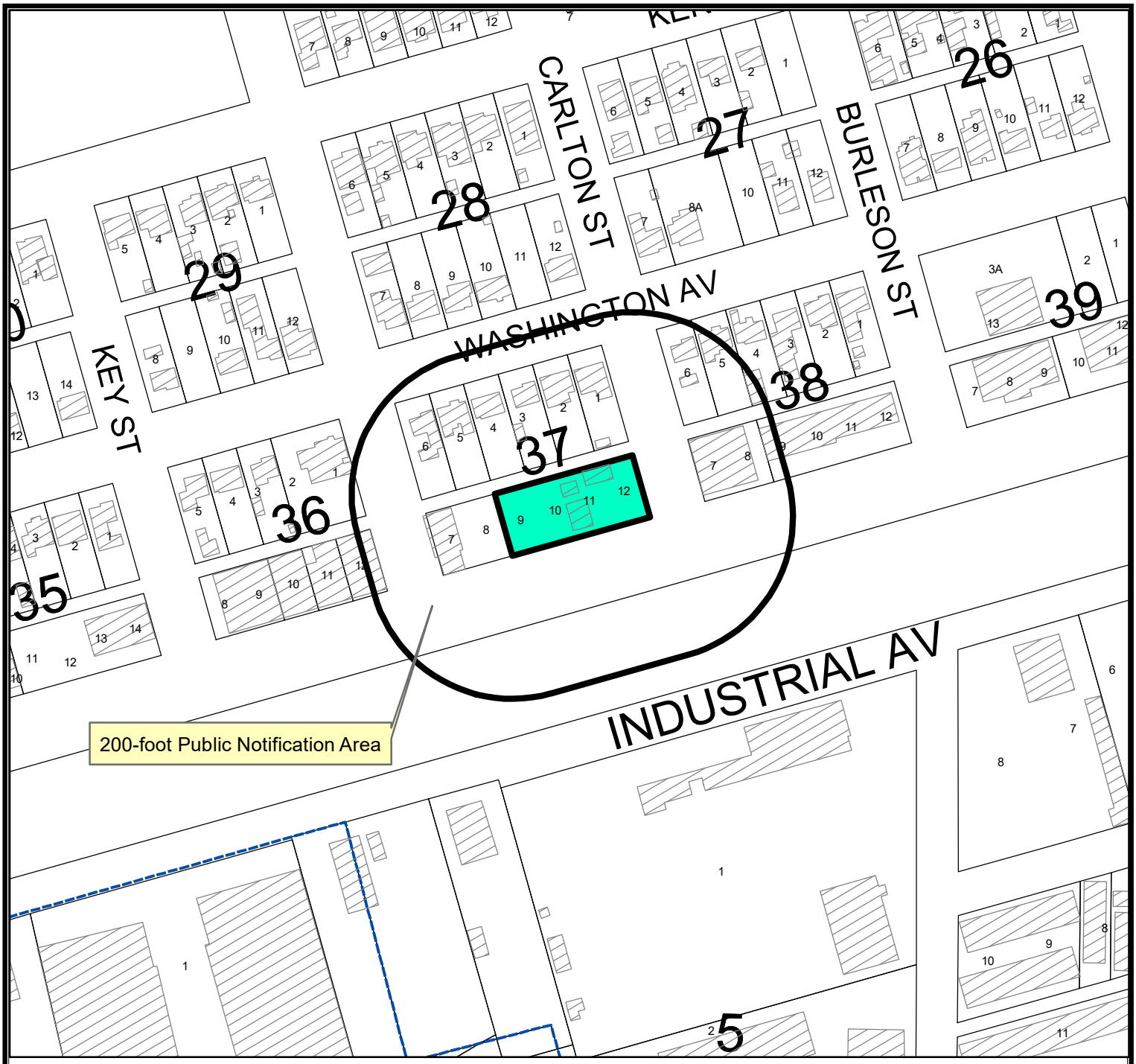
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Site Plan in Digital Format (PDF/JPEG)
Check # Cash	
Received By:	Date: RECEIVED NOV 12 2021

BY: .....

Application will not be considered for scheduling until reviewed by a planner.*


Remove
COSTUMES
CAR FOR SALE



LOCATION MAP

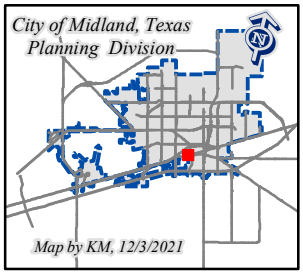
SUDwo-21-0118 **Scale: 1" = 200'**

Consider a request by Salvador Hernandez for a Specific Use Designation without Term for Automobile or other Motorized Vehicle Sales and Service on Lots 9-12, Block 37, College Heights, City and county of Midland, Texas.

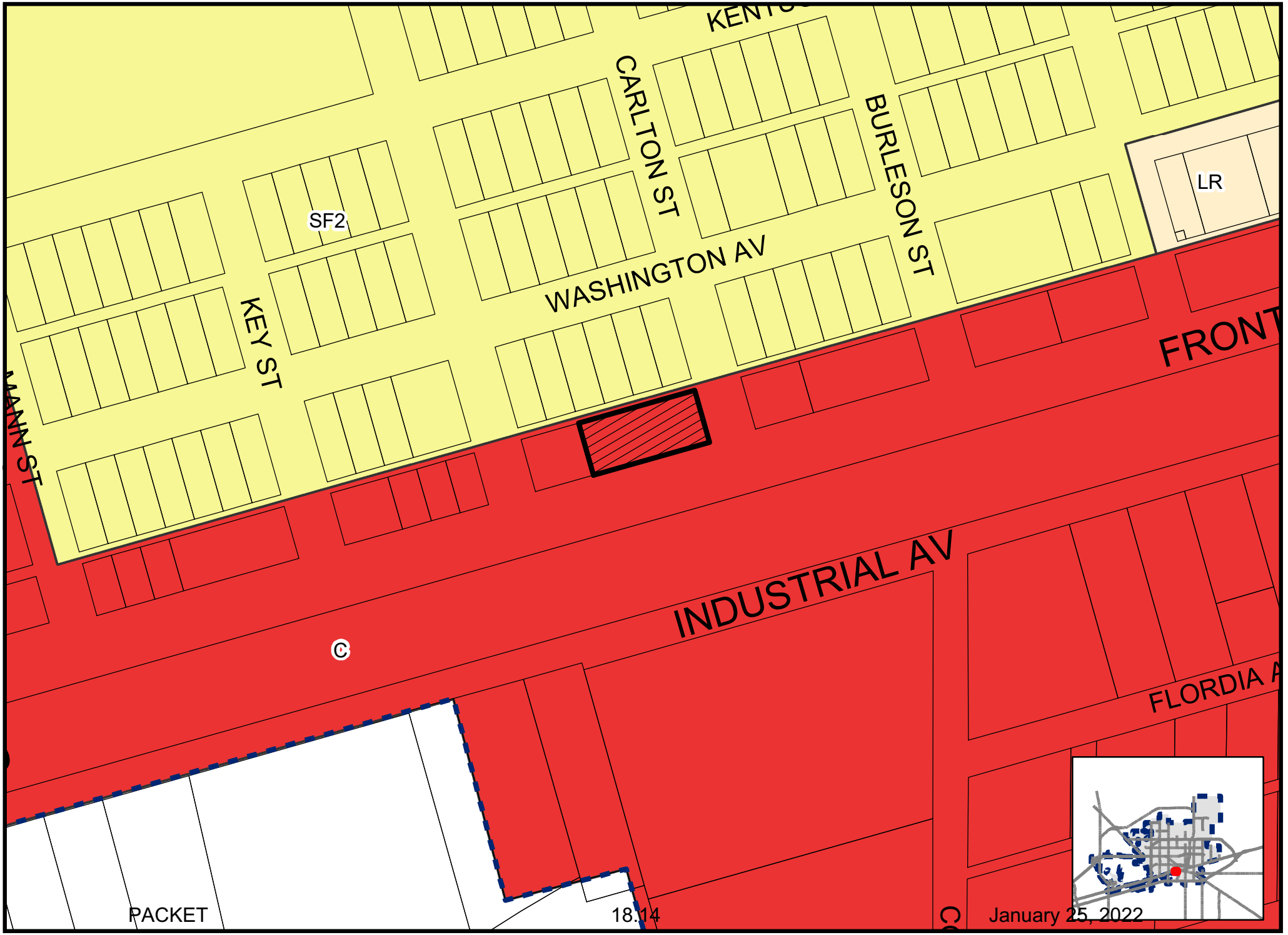
Generally located on the northwest corner of the intersection of W. Front Street and Carlton Street. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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Map By KM, 12/3/2021

SUDwo-21-0118

Scale: 1" = 200'

ZONING MAP

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MONEY ORDERS
R.O.
ICE & WATER


R.O.
ICE & WATER
I-20BL




VIVA VILLA
I-20BL

City Council Meeting

Item Number: 19

Meeting Date: January 11, 2022

To: City Council / City Manager

From: Kelly Martinez, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 1-28 AND THE WEST 28 FEET OF LOT 29, BLOCK 168, WILSHIRE PARK ADDITION, SECTION 11, CITY AND COUNTY OF MIDLAND, TEXAS, FROM O-2, OFFICE DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF SOUTH LOOP 250 AND GRACELAND DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Just a Closet #10, LLC, is requesting to rezone Lots 1-28 and the west 28-feet of Lot 29, Block 168, Wilshire Park Addition, Section 11, City and County of Midland, Texas for the development of a self-storage facility.

Current Zoning:

O-2, Office District

Recommended City Council Action:

Approve

Fiscal Impact:

This request does not require any City funds.

Surrounding Zoning and Land Uses:

The property to the north is zoned PD, Planned Development District for a Housing Development, and the location of an apartment complex. The properties to the east are zoned TH, Townhouse District, and 2F-Two-Family Dwelling District and the location of single-family homes and duplexes. The property to the South is zoned PD, Planned Development District for a Shopping Center, and the location of a nursing home. The property to the west across Loop 250 is zoned ETJ, Extraterritorial Jurisdiction and the location of vacant land.

Analysis:

The property is currently vacant and in the process of replatting. The applicant, Just a Closet #10, LLC, is requesting a zone change to allow for the development of a self-storage facility since the current zoning district (O-2, Office District) does not allow for this type of development. If approved, the development will need to conform to section 5.05, Nonresidential Zoning District Dimensional Regulations and section 6.01 through 6.05, Zoning Development Regulations of the Zoning Ordinance.

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)

Proposed occupancy must meet all requirements of IFC 2015 ed. and local ordinances.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No objection to zone change. [For the Applicant's information only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

Code: (Approved)

No Oil and Gas issues.

Transportation: (Approved)

Access spacing will be required to adhere to the TxDOT Access Management Standards along the state highway. [Reference City Code Section 9-4-5(D).]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

Planning:

The request is compliant with the *Tall City Tomorrow Comprehensive Plan, Chapter 3-An Integrated Land Use Vision.* This area is classified as the current development area, where the development of prime sites is encouraged along the 250 Loop. Furthermore, commercial uses should be directed along arterial streets. Therefore, this request follows the recommendations of the Tall City Tomorrow.

This request was deferred at the City Council Meeting on December 14, 2021. City Council recommended to rezone the property from O-2, Office District to PD, Planned Development District for an Office Center with an underlying zoning of C, Commercial District. However, the development of a storage facility will be the only commercial use allowed on this property. This request is set to be heard at the January 3, 2022, Panning and Zoning Commission Meeting.

Staff recommends approval of this request from O-2, Office District to PD, Planned Development District for an Office Center, subject to condition A through E.

Conditions:

A. **That the use and development of this property shall conform to the regulations of the C, Commercial District, except as stated below.**

B. **That the development of storage units, mini shall be the only commercial use allowed.**

C. **That the landscaping shall conform to the regulations set forth in Title XI, Chapter 9 of the City Code.**

D. **That all signage shall conform to the City of Midland Sign Code.**

E. **That this property shall significantly conform to the site plan, attached hereto and incorporated herein as Exhibit A.**

Letters of Objection:

Staff has not received any letters of objection as of December 29, 2021.

Attachments:

Site Plan (Exhibit A)
Application
Maps

Morris William Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 1-28 AND THE WEST 28 FEET OF LOT 29, BLOCK 168, WILSHIRE PARK ADDITION, SECTION 11, CITY AND COUNTY OF MIDLAND, TEXAS, FROM O-2, OFFICE DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF SOUTH LOOP 250 AND GRACELAND DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lots 1-28 and the west 28 feet of Lot 29, Block 168, Wilshire Park Addition, Section 11, City and County of Midland, Texas (the "Property") to PD, Planned Development District for an Office Center and adopting a site plan therefor, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from O-2, Office District to PD, Planned Development District for an Office Center.

SECTION TWO. That the base zoning district to which the use and development of the Property shall conform, except as modified by Section Three of this ordinance, is the C, Commercial 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 use and development of the Property shall significantly conform to the site plan attached hereto as Exhibit "A".

B. That the Property shall be used only for Storage Units, Mini, as that term is defined in Section 11-1-2.01 of the City Code.

C. That the landscaping shall conform to the regulations set forth in Title XI, Chapter 9 of the City Code.

D. That all signage shall conform to the regulations set forth in Title XI, Chapter 7a of the City Code.

SECTION FOUR. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FIVE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION SIX. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SEVEN. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION EIGHT. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2022; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2022, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

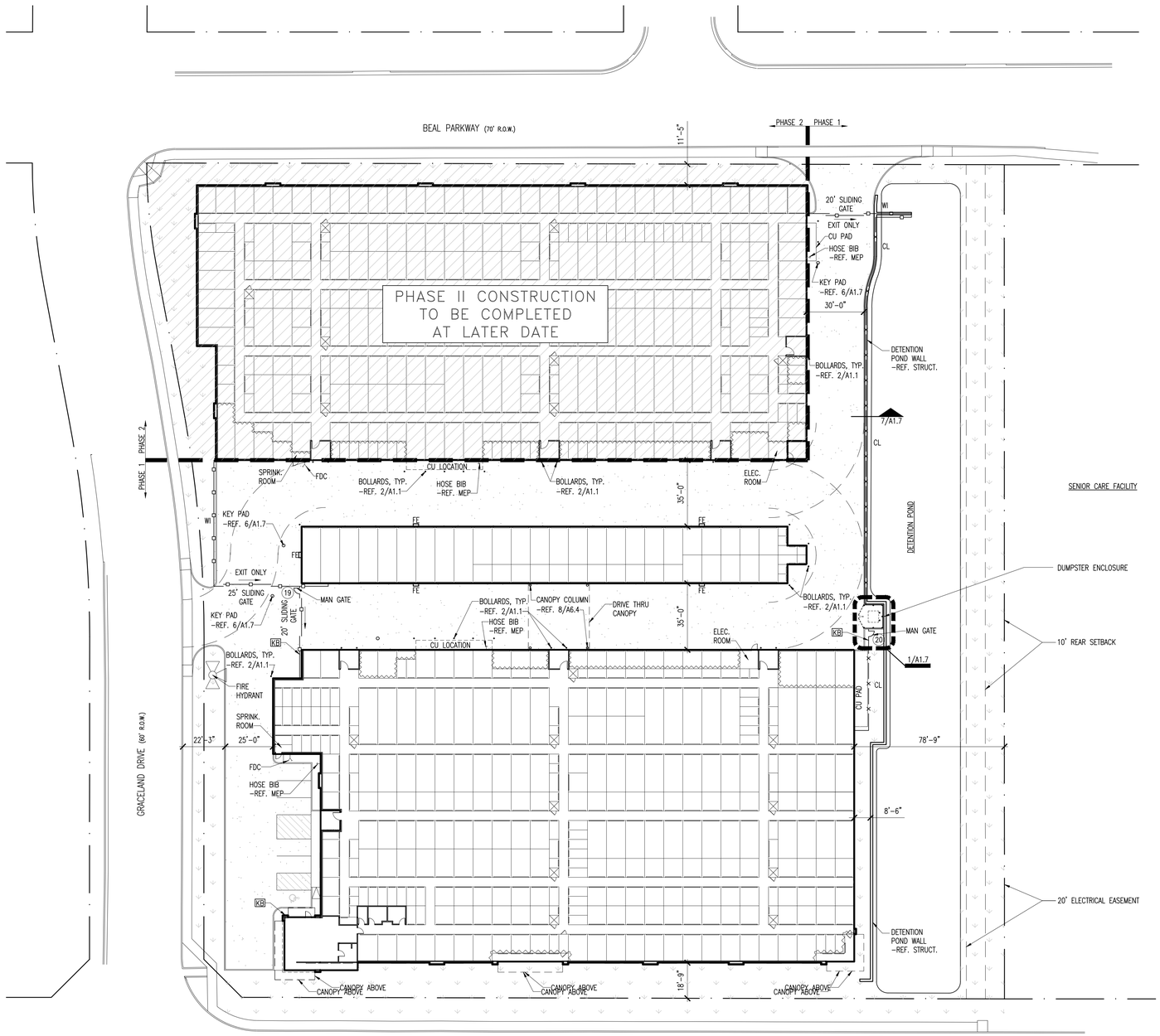
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"



1 SITE PLAN
SCALE: 1" = 30'-0"

TRUE NORTH

PLAN NORTH

SITE PLAN LEGEND

	BUFFERS/ EASEMENTS
	PROPERTY LINES
CL	6'-0" HIGH, CHAIN LINK FENCE, VINYL WRAPPED
WI	6'-0" HIGH, ORNAMENTAL IRON FENCE W/ SLIDING GATE -REF. 4/A1.7
	CONCRETE PAVING -REF. CIVIL DWGS.
	LANDSCAPE AREA
	6" STEEL PIPE BOLLARD -REF. 2/A1.1
FE	FIRE EXTINGUISHER
	4" STRIPES PAINTED ON PAVING AT 2'-0" O.C. -PARKING LOT STRIPING TO BE WHITE

SITE PLAN NOTES

1. REFER CIVIL DRAWINGS FOR RECORDED PLAT/SURVEY FOR PROPERTY BOUNDARIES, EASEMENTS, SETBACKS, ETC. REPORT ANY DISCREPENCIES TO ARCHITECT PRIOR TO CONSTRUCTION.
2. REFER CIVIL DRAWINGS FOR ALL DRIVE, PARKING, AND CURB LOCATIONS, DETAILS, AND DIMENSIONAL INFORMATION.
3. REFER LANDSCAPE DRAWINGS FOR EXTENTS OF REQUIRED LANDSCAPING.
4. PROVIDE CONCRETE FILLED STEEL TUBE BOLLARD AT BUILDING CORNERS AND BUILDING ENTRIES AT DRIVE AREAS (REF. DETAIL 2/A1.1 FOR LOCATIONS, CIVIL FOR DETAIL).
5. PROVIDE MANUAL FAIL SAFE OPERATION, KEY BOX, AND 20'-0" GATE OPENING FOR ELECTRICAL GATE PER FIRE MARSHALL REQUIREMENTS.

DALLENBACH·COLE ARCHITECTURE
1203S COLWICK - SUITE 200
SAN ANTONIO, TEXAS 78216
WWW.DALLENBACHCOLE.COM
P 210.495.1234

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION

JEFFREY S. ALLEN
10.07.2021
REGISTERED ARCHITECT
TEXAS REGISTRATION NUMBER 24

JUST-A-CLOSET SELF STORAGE #10

GRACELAND DRIVE
MIDLAND, TX 79703

PROJECT NO. 2130

DATE : 10.07.2021

DRAWN : CAH

REVISIONS:

PHASE I SITE PLAN

SHEET NO.

A1.2

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: 2-21-0277

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Just A Closet #10 LLC		Phone ( ) Email	
Address PO Box 610	City McAllen	State TX	Zip 78505

Property Owner Printed Name: See Applicant		Phone ( ) Email	
Address	City	State	Zip

Representative *(if different from Applicant or Property Owner)* Firm: Maverick Engineering Printed Name: Paladin Huckaba		Phone (432) 262-0999 Email phuckaba@maverick-eng.com	
Address 1909 W Wall St Ste K	City Midland	State TX	Zip 79701

Street Address: Tract One: Being Lots 1-28 and the West 28' of Lot 29, Block 168, Wilshire Park, Section 11

Legal Description Tract Two: Being the 20' Alley Adjacent to Lots L-17, and a 0.57 Acre Portion of Blue Haven Court Right of Way Adjacent to Lots 7-29, Block 168, Wilshire Park, Section 11, an Addition to the City and County of Midland, Texas

Lot: Block: Subdivision:

Current Zoning: O2

Proposed Zone: PD
(List by tracts if more than one district is requested)

Reason for Zone Change Request: To develop a self-storage facility

Present Use of Property: Vacant

Proposed Use of Property: Storage units

How would this zone change affect the public health, safety and welfare? No adverse affect

Describe how conditions affecting the property have changed since present zoning designation: No change

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

DEC 15 2021

ES

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date:
Applicant (printed):	
Property Owner (signature):	Date: 12/14/2021
Property Owner (printed) : Joseph Holand - Managing Member	

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 who, being by me duly sworn, upon oath says: That (s)he is authorized by Just A Closet #10 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 14th day of December, 20 21, to certify which witness my hand and seal of office.

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

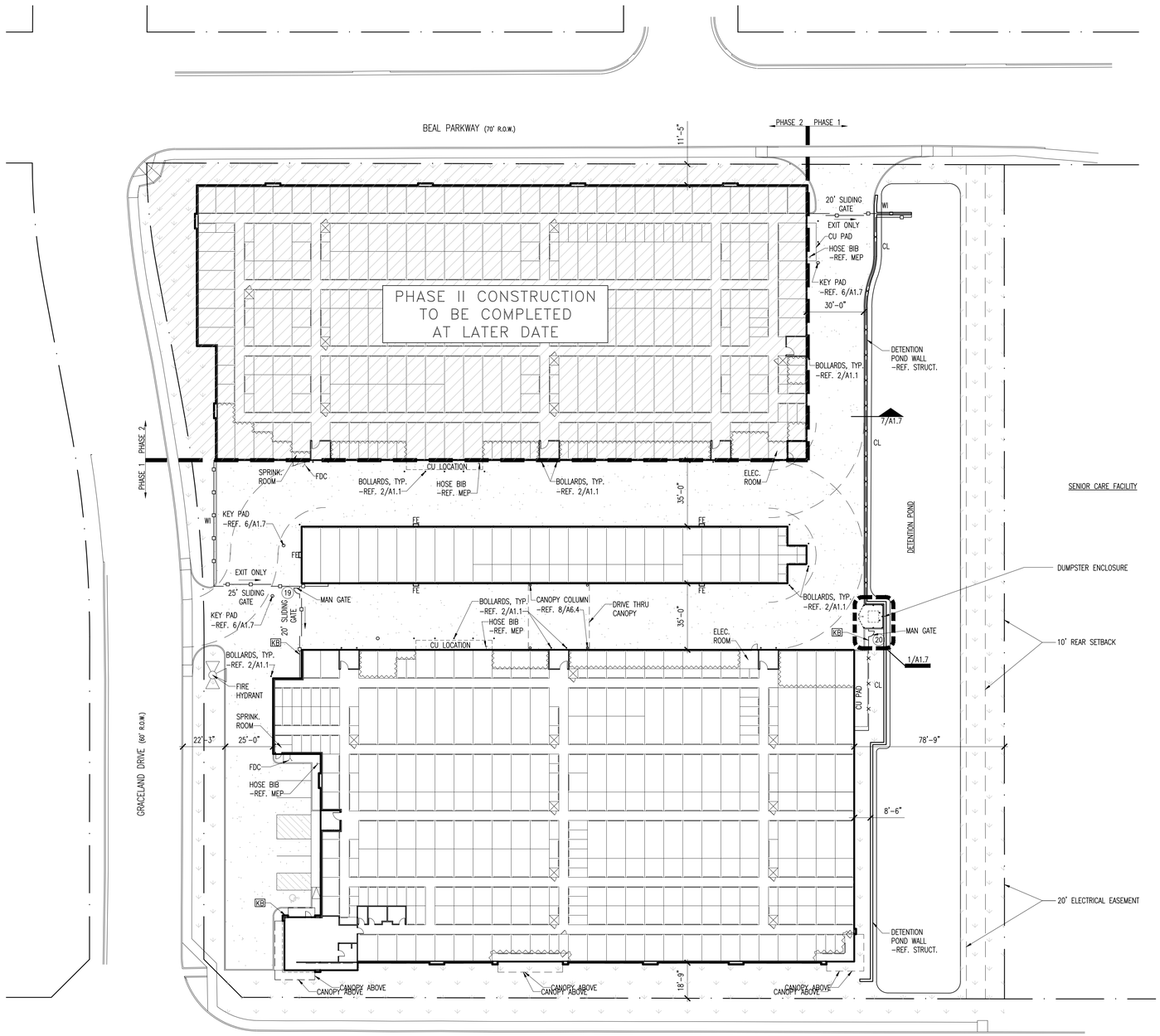
NOTARY PUBLIC STATE OF TEXAS
Kelsey Ann Stine
My Commission Expires
02/19/2022
ID No. 131456388

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check # No fee	
Received By: ES	Date:

DEC 15 2021

Application will not be considered for scheduling until reviewed by a planner.



1 SITE PLAN
SCALE: 1" = 30'-0"

TRUE NORTH

PLAN NORTH

SITE PLAN LEGEND	
	BUFFERS/ EASEMENTS
	PROPERTY LINES
× — × CL	6'-0" HIGH, CHAIN LINK FENCE, VINYL WRAPPED
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	CONCRETE PAVING -REF. CIVIL DWGS.
	LANDSCAPE AREA
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NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION

JEFFREY S. ALLEN
10.07.2021
REGISTERED ARCHITECT
ALLEN
TEXAS REGISTRATION NUMBER 24

JUST-A-CLOSET SELF STORAGE #10

GRACELAND DRIVE
MIDLAND, TX 79703

PROJECT NO. 2130

DATE : 10.07.2021

DRAWN : CAH

REVISIONS:

PHASE I SITE PLAN

SHEET NO.

A1.2


STORAGE
5700
STORAGE
CLIMATE CONTROLLED
JUSTACLOSET
SELF STORAGE
JUSTACLOSET
SELF STORAGE


2214
MIDLAND


STOP





City Council Meeting

Item Number: 20

Meeting Date: January 11, 2022

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 3,241-SQUARE FOOT PORTION OF LOT 18, BLOCK 1, PROVIDENCE PARK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF NORTH MIDKIFF ROAD, APPROXIMATELY 605 FEET NORTH OF WEST WADLEY AVENUE), 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 1) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Bill Cole, is requesting a Specific Use Designation with term for the sale of alcoholic beverages for on-premises consumption in a restaurant at 3303 N. Midkiff Street, Suite 197, Midland, Texas 79705.

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 property is located at 3303 N. Midkiff Road, Suite 152 in a RR, Regional Retail District. The property to the north is zoned SF-2, Single-Family Dwelling District and is utilized for single-family housing. The property to the east is zoned RR, Regional Retail District and is utilized for a variety of retail shops. The property to the south is zoned as PD, Planned Development and is the location of H-E-B. The property to the west is zoned SF-2 Single-Family Dwelling District and is utilized as single-family housing.

Discussion:

Rusty Taco Restaurant 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.

Rusty Taco Restaurant 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 3,241 square feet, with an alcohol serviceable area of 1,825 square feet inside of the establishment and a serviceable area of 1,416 square feet in their patio. The site currently has adequate parking and restroom facilities.

The restaurant will have the following hours of operation:

Sunday through Thursday: 9:00 a.m. to 10:00 p.m
Friday and Saturday: 9:00 a.m. to 12:00 a.m (midnight)

The restaurant will have the following hours of alcohol service:

Monday through Thursday: 11:00 a.m. to 10:00 p.m
Friday and Saturday: 11:00 a.m. to 12:00 a.m (midnight)
Sunday: 12:00 p.m. to 10:00p.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 or schools within 300 feet of the property.

This project has been circulated to all City departments for review. Below are the department comments.

Building Code: (Approved)

The occupant load passes the threshold for Fire Sprinklers. This is due to the occupant load being larger than 100 patrons for the dining areas. If a fire barrier is erected between the interior dining areas and the outdoor patio seating area, the occupant loads for each area will be less than 100 and will not trigger the need for fire sprinklers. The fire barrier would separate the two spaces into separate fire areas. The barrier must also consider openings such as windows and doors which would also need to be rated.

Oil and Gas: (Approved)

No objections.

Engineering: (Approved)

No objection.

Fire: (Approved)

No objections

Transportation: (Approved)

Patio appears to not extend into City right-of-way.

No objections to use.

Planning:

The request is in compliance with the *Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to* "Encourage the development of places where Midland residents can gather and socialize to build connections." (Tall City Tomorrow page 137) Rusty Tacos Restaurant will create a sophisticated atmosphere where Midland Residents can relax and enjoy drinks with their meal.

This request was approved at the November 15, Planning and Zoning Commission meeting.

This request meets all requirements; therefore, staff recommends approval of a Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to Conditions A through G.

Conditions:

A. **That the alcoholic serviceable area of the restaurant shall be limited to approximately 3,241 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 Thursday: 11:00 a.m. to 10:00 p.m
Friday and Saturday: 11:00 a.m. to 12:00 a.m (midnight)
Sunday: 12:00 p.m. to 10:00p.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 December 27, 2021, staff has not received any letters of objections.

Attachments:

Application
Floor Plan (Exhibit A)
Site Plan (Exhibit B)
Maps

Morris Williams Jr.

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 3,241-SQUARE FOOT PORTION OF LOT 18, BLOCK 1, PROVIDENCE PARK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF NORTH MIDKIFF ROAD, APPROXIMATELY 605 FEET NORTH OF WEST WADLEY AVENUE), 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 3,241-square foot portion of Lot 18, Block 1, Providence Park Addition, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a restaurant (the "Establishment") for on-premises consumption, together with the uses permitted in the present 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 3,241 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 Thursday from 11:00 a.m. to 10:00 p.m.;
Friday and Saturday from 11:00 a.m. to 12:00 a.m. (midnight); and
Sunday from 12:00 p.m. (noon) to 10:00 p.m.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2022; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2022, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

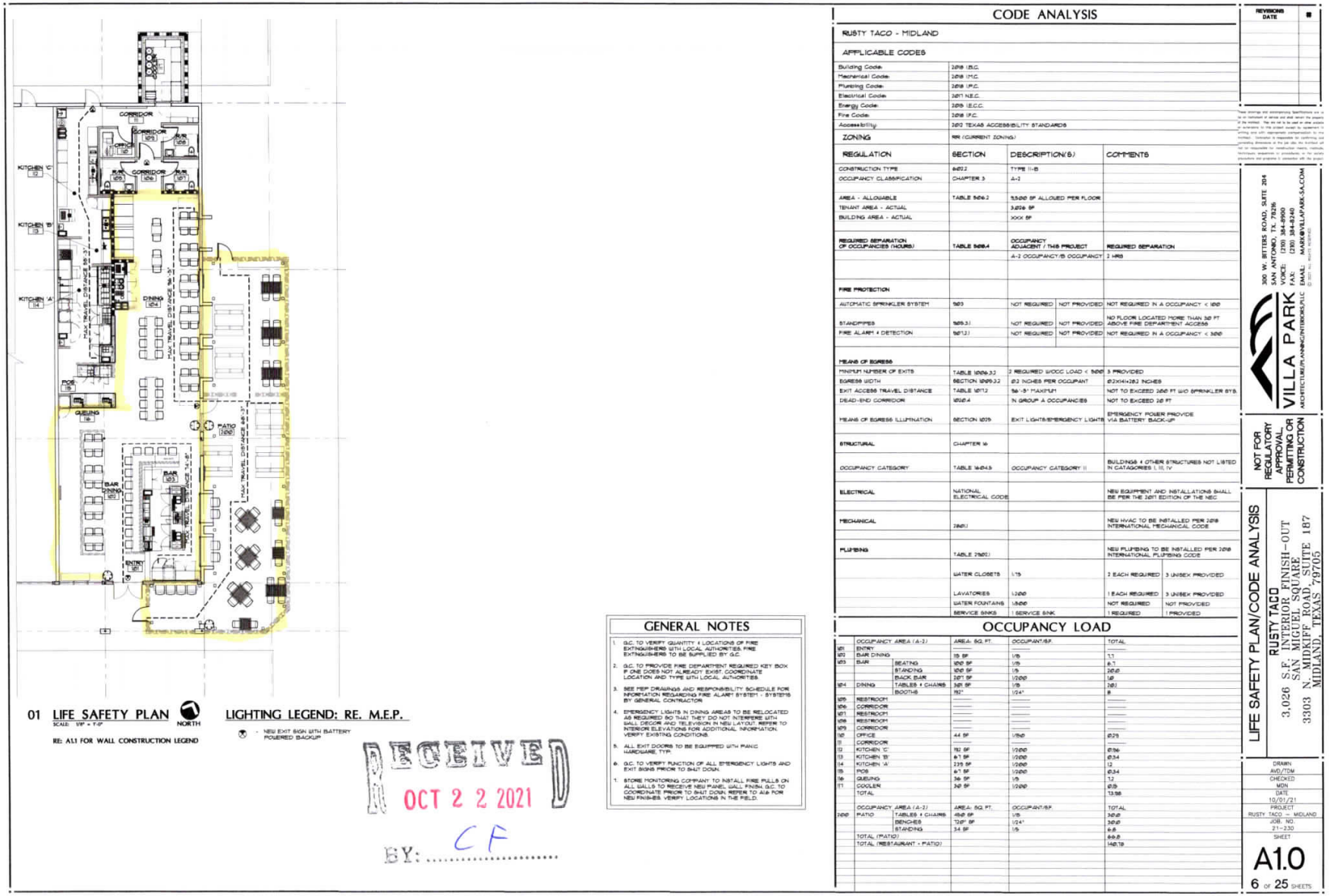
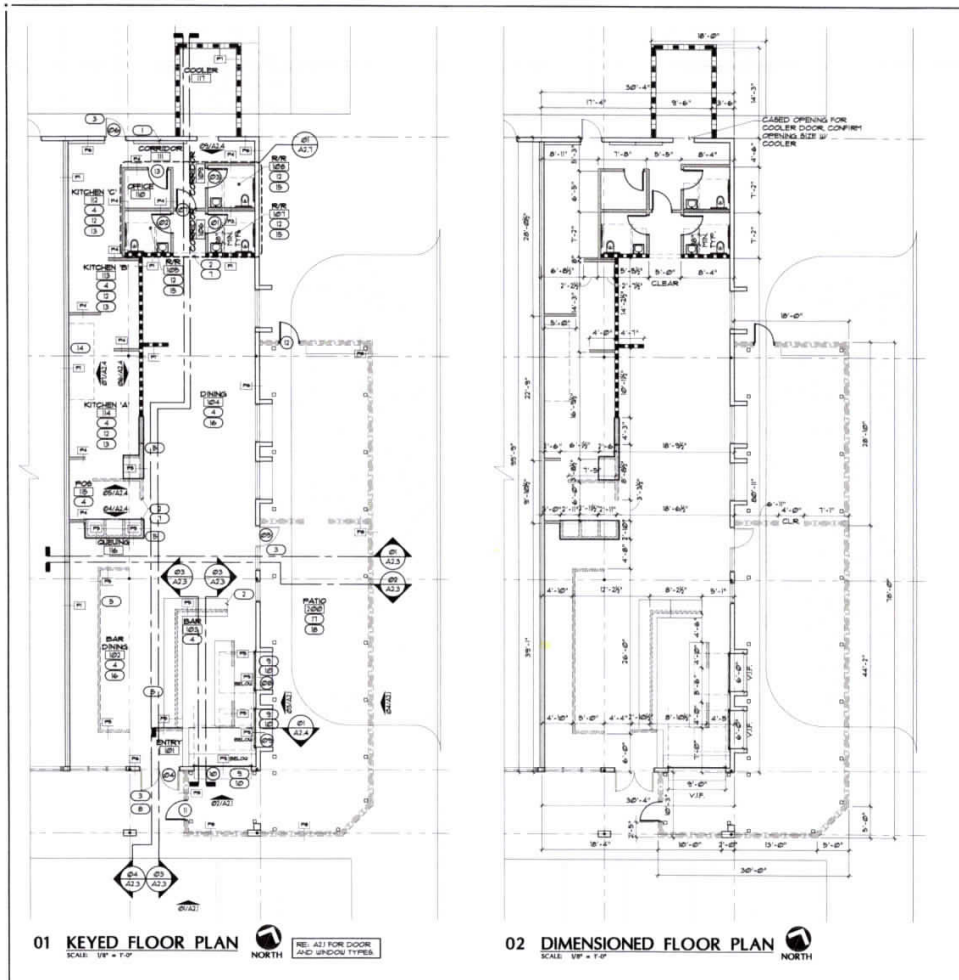

01 LIFE SAFETY PLAN
SCALE: 1/8" = 1'-0"
NORTH
RE: A1.1 FOR WALL CONSTRUCTION LEGEND
LIGHTING LEGEND: RE. M.E.P.
- NEW EXIT SIGN WITH BATTERY POWERED BACKUP
RECEIVED
OCT 2 2 2021
BY: CF
GENERAL NOTES
1. G.C. TO VERIFY QUANTITY & LOCATIONS OF FIRE EXTINGUISHERS WITH LOCAL AUTHORITIES. FIRE EXTINGUISHERS TO BE SUPPLIED BY G.C.
2. G.C. TO PROVIDE FIRE DEPARTMENT REQUIRED KEY BOX IF ONE DOES NOT ALREADY EXIST. COORDINATE LOCATION AND TYPE WITH LOCAL AUTHORITIES.
3. SEE MEP DRAWINGS AND RESPONSIBILITY SCHEDULE FOR INFORMATION REGARDING FIRE ALARM SYSTEM - SYSTEMS BY GENERAL CONTRACTOR.
4. EMERGENCY LIGHTS IN DINING AREAS TO BE RELOCATED AS REQUIRED SO THAT THEY DO NOT INTERFERE WITH WALL DECOR AND TELEVISION IN NEW LAYOUT. REFER TO INTERIOR ELEVATIONS FOR ADDITIONAL INFORMATION. VERIFY EXISTING CONDITIONS.
5. ALL EXIT DOORS TO BE EQUIPPED WITH PANIC HARDWARE TYP.
6. G.C. TO VERIFY FUNCTION OF ALL EMERGENCY LIGHTS AND EXIT SIGNS PRIOR TO SHUT DOWN.
7. STORE MONITORING COMPANY TO INSTALL FIRE PULLS ON ALL CALLS TO RECEIVE NEW PANEL. WALL FINISH. G.C. TO COORDINATE PRIOR TO SHUT DOWN. REFER TO A1.6 FOR NEW FINISHES. VERIFY LOCATIONS IN THE FIELD.
CODE ANALYSIS
RUSTY TACO - MIDLAND
APPLICABLE CODES
Building Code: 2018 I.B.C.
Mechanical Code: 2018 I.M.C.
Plumbing Code: 2018 I.P.C.
Electrical Code: 2017 N.E.C.
Energy Code: 2015 I.E.C.C.
Fire Code: 2018 I.F.C.
Accessibility: 2012 TEXAS ACCESSIBILITY STANDARDS
ZONING: RR (CURRENT ZONING)
REGULATION | SECTION | DESCRIPTION(S) | COMMENTS
CONSTRUCTION TYPE | 602.2 | TYPE II-B
OCCUPANCY CLASSIFICATION | CHAPTER 3 | A-2
AREA - ALLOWABLE | TABLE 506.2 | 9,500 SF ALLOWED PER FLOOR
TENANT AREA - ACTUAL | | 3,026 SF
BUILDING AREA - ACTUAL | | XXX SF
REQUIRED SEPARATION OF OCCUPANCIES (HOURS) | TABLE 508.4 | OCCUPANCY ADJACENT / THIS PROJECT | REQUIRED SEPARATION
A-2 OCCUPANCY/B OCCUPANCY | 2 HRS
FIRE PROTECTION
AUTOMATIC SPRINKLER SYSTEM | 903 | NOT REQUIRED | NOT PROVIDED | NOT REQUIRED IN A OCCUPANCY < 100
STANDPIPES | 905.3.1 | NOT REQUIRED | NOT PROVIDED | NO FLOOR LOCATED MORE THAN 30 FT ABOVE FIRE DEPARTMENT ACCESS
FIRE ALARM + DETECTION | 907.2.1 | NOT REQUIRED | NOT PROVIDED | NOT REQUIRED IN A OCCUPANCY < 300
MEANS OF EGRESS
MINIMUM NUMBER OF EXITS | TABLE 1006.3.3 | 2 REQUIRED W/OCC LOAD < 500 | 3 PROVIDED
EGRESS WIDTH | SECTION 1005.3.2 | .2 INCHES PER OCCUPANT | 42X14=282 INCHES
EXIT ACCESS TRAVEL DISTANCE | TABLE 1017.2 | 156'-3" MAXIMUM | NOT TO EXCEED 250 FT W/O SPRINKLER SYS.
DEAD-END CORRIDOR | 1020.4 | IN GROUP A OCCUPANCIES | NOT TO EXCEED 20 FT
MEANS OF EGRESS ILLUMINATION | SECTION 1008 | EXIT LIGHTS/EMERGENCY LIGHTS | EMERGENCY POWER PROVIDE VIA BATTERY BACK-UP
STRUCTURAL | CHAPTER 16
OCCUPANCY CATEGORY | TABLE 1604.5 | OCCUPANCY CATEGORY II | BUILDINGS & OTHER STRUCTURES NOT LISTED IN CATAGORIES I, III, IV
ELECTRICAL | NATIONAL ELECTRICAL CODE | | NEW EQUIPMENT AND INSTALLATIONS SHALL BE PER THE 2017 EDITION OF THE NEC
MECHANICAL | 2801.1 | | NEW HVAC TO BE INSTALLED PER 2018 INTERNATIONAL MECHANICAL CODE
PLUMBING | TABLE 2902.1 | | NEW PLUMBING TO BE INSTALLED PER 2018 INTERNATIONAL PLUMBING CODE
WATER CLOSETS | 1/75 | 2 EACH REQUIRED | 3 UNISEX PROVIDED
LAVATORIES | 1/200 | 1 EACH REQUIRED | 3 UNISEX PROVIDED
WATER FOUNTAINS | 1/500 | NOT REQUIRED | NOT PROVIDED
SERVICE SINKS | 1 SERVICE SINK | 1 REQUIRED | 1 PROVIDED
OCCUPANCY LOAD
OCCUPANCY AREA (A-2) | AREA- SQ. FT. | OCCUPANT/S.F. | TOTAL
101 ENTRY | 115 SF | 1/15 | 7.7
102 BAR DINING | 1151 SF | 1/15 | 76.7
103 BAR SEATING | 1260 SF | 1/15 | 84.0
STANDING | 1260 SF | 1/5 | 252.0
BACK BAR | 267 SF | 1/200 | 1.3
104 DINING TABLES + CHAIRS | 2421 SF | 1/15 | 161.4
BOOTHS | 192" | 1/24" | 8
105 RESTROOM | ____ | ____ | ____
106 CORRIDOR | ____ | ____ | ____
107 RESTROOM | ____ | ____ | ____
108 RESTROOM | ____ | ____ | ____
109 CORRIDOR | ____ | ____ | ____
110 OFFICE | 44 SF | 1/150 | 0.29
111 CORRIDOR | ____ | ____ | ____
112 KITCHEN 'C' | 782 SF | 1/200 | 0.196
113 KITCHEN 'B' | 67 SF | 1/200 | 0.34
114 KITCHEN 'A' | 239 SF | 1/200 | 1.2
115 POS | 67 SF | 1/200 | 0.34
116 QUEUING | 36 SF | 1/15 | 1.2
117 COOLER | 349 SF | 1/200 | 0.19
TOTAL | | | 13.98
OCCUPANCY AREA (A-2) | AREA- SQ. FT. | OCCUPANT/S.F. | TOTAL
200 PATIO TABLES + CHAIRS | 1848 SF | 1/15 | 340.0
BENCHES | 1261 SF | 1/24" | 349.0
STANDING | 34 SF | 1/5 | 6.8
TOTAL (PATIO) | | | 696.8
TOTAL (RESTAURANT + PATIO) | | | 1481.78
REVISIONS
NUMBER | DATE
300 W. BITTERS ROAD, SUITE 204
SAN ANTONIO, TX. 78216
VOICE: (210) 384-8900
FAX: (210) 384-8240
EMAIL: MARK@VILLAPARK-SA.COM
VILLA PARK
ARCHITECTURE/PLANNING/INTERIORS, PLLC
NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION
LIFE SAFETY PLAN/CODE ANALYSIS
RUSTY TACO
3,026 S.F. INTERIOR FINISH-OUT
SAN MIGUEL SQUARE
3303 N. MIDKIFF ROAD, SUITE 187
MIDLAND, TEXAS 79705
DRAWN: AVD/TDM
CHECKED: MDN
DATE: 10/01/21
PROJECT: RUSTY TACO - MIDLAND
JOB NO.: 21-230
SHEET: A1.0
6 OF 25 SHEETS

EXHIBIT "A" (cont'd)



01 KEYED FLOOR PLAN
SCALE: 1/8" = 1'-0"
NORTH
RE: A2.1 FOR DOOR AND WINDOW TYPES

02 DIMENSIONED FLOOR PLAN
SCALE: 1/8" = 1'-0"
NORTH

WALL CONSTRUCTION LEGEND:

- P1 — 2-HOUR DEMISING WALL: IN ACCORDANCE WITH UL DESIGN NO: U465, ADD 2-LAYERS 5/8" TYPE 'X' GWB. ON TENANT'S SIDE OF EXISTING DEMISING WALL, SEALED TO ROOF DECK WITH R-19 BATT INSULATION.
- P2 — NEW FULL HEIGHT PARTITION: 6" METAL STUDS @ 16" O.C. WITH SOUND BATTS INSULATION TO BOTTOM OF ROOF DECK W/ 1-LAYER 5/8" GWB. ON EACH SIDE TO 12" ABOVE CEILING GRID AND TO BOTTOM OF DECK AT EXPOSED CEILING. PROVIDE WATER RESISTANT GWB. @ WET WALLS.
- P3 — NEW PARTITION: 6" MTL. STUDS @ 16" O.C. TO 12" ABOVE CEILING GRID W/ 1-LAYER 5/8" GWB. ON EACH SIDE W/ SOUND BATTS INSULATION TO 12" ABOVE CEILING GRID. PROVIDE WATER RESISTANT GWB. @ WET WALLS. PROVIDE 3-5/8" MTL. STUD BRACING TO ADJACENT WALL.
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- P6 — EXISTING WALL: TO REMAIN. PROVIDE 1 LAYER 5/8" GWB ON INSIDE FACE WHERE NOT EXISTING.
- P7 — NEW EXTERIOR WALL: 1/2" F.R. STUCCO ON SELF FURRING METAL LATH ON EACH SIDE OF 8" SMOOTH FACE CMU WALL TO 9'-6" AFF. PAINT TO MATCH EXISTING BUILDING.
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2. ALL INTERIOR DIMENSIONS ARE FROM FINISHED FACE OF WALL, UNLESS OTHERWISE NOTED. ALL EXTERIOR DIMENSIONS ARE FROM FACE OF EXISTING WOOD STUDS, UNLESS OTHERWISE NOTED.
3. SEALANT COLOR TO MATCH WALL COLOR. DO NOT PAINT.
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5. PARTIAL HEIGHT WALL POSTS TO BE FULL HEIGHT OF WALLS AND ARE TO BE INSTALLED AT ENDS AND CORNERS OF WALLS AND AT 42" O.C.
6. NOT USED.
7. NEW WALL/BULKHEAD/SOFFIT CONSTRUCTION TO ALIGN WITH WALL/CORNER, TRANSITION TO BE SEAMLESS.
8. GC TO PROVIDE BLOCKING AND FINAL ELECTRICAL CONNECTIONS FOR EXTERIOR SIGNAGE. COORDINATE WITH OWNER'S SIGN VENDOR.
9. GC TO PROVIDE AND INSTALL HEADER, GARAGE DOORS AND RUBBER WEATHER STRIPPING AT EXISTING/NEW OPENING. REFER TO A2.4 FOR SECTION DETAIL.
10. FINISH THREE SIDES AT GARAGE DOOR OPENING WITH BREAK METAL, COLOR TO BE BRONZE, FLASH AND SEAL WITH CLEAR SILICONE SEALANT. COORDINATE WITH STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION ON OPENING.
11. LOCATION OF FIRE EXTINGUISHER, MINIMUM ONE 2A10BC CLASS FIRE EXTINGUISHER AND ONE TYPE 'K' FIRE EXTINGUISHER SHALL BE LOCATED WITH 75 FEET OF TRAVEL DISTANCE. VERIFY FINAL LOCATION & CLASSIFICATION REQUIREMENTS W/ LOCAL AREA FIRE INSPECTOR.
12. G.C. TO PROVIDE AND INSTALL 5/8" CEMENTIOUS BOARD UP TO 24" AND 5/8" WATER RESISTANT GYP. WALLBOARD (PURPLE BOARDS) ABOVE IN WET LOCATIONS. REFER TO INTERIOR ELEVATIONS AND DETAILS. BLOCKING REQUIRED FOR SHELVES OR WALL MOUNTED EQUIPMENT IS TO BE LOCATED WITHIN WALL CAVITY IN THESE AREAS. REFER TO A2.3, A2.6, AND A2.7 FOR FURTHER INFORMATION.
13. G.C. TO PROVIDE AND INSTALL 5/8" PLYWOOD IN LIEU OF WATER RESISTANT GYP. WALLBOARD THROUGHOUT THE KITCHEN (UNLESS OTHERWISE NOTED). PLYWOOD TO SERVE AS BLOCKING. G.C. TO ENSURE PLYWOOD IS PRIMED PRIOR TO RECEIVING FRP FINISH.
14. G.C. TO PROVIDE AND INSTALL 5/8" CEMENTIOUS BOARD FROM FLOOR TO DECK BEHIND HOOD AND EXHAUST DUCT (EXTENTS OF BOARD RUN 18" PAST HOOD IN EITHER DIRECTION). REFER TO MECHANICAL DRAWINGS AND INTERIOR ELEVATIONS FOR FURTHER INFORMATION.
15. TOILET IN A.D.A. ACCESSIBLE STALLS MUST COMPLY WITH A.D.A. REQUIREMENTS. TOP OF SEAT MUST BE 17"-19" A.F.F. SEE A2.7 AND PLUMBING SHEETS FOR FURTHER INFORMATION.
16. G.C. TO PROVIDE AND INSTALL PLYWOOD TO 4'-0" THROUGHOUT DINING ROOM WHERE CORRUGATED METAL CHAIR RAIL IS INSTALLED. COORDINATE WITH SHEETS A1.5 & A2.8 FOR ALL LOCATIONS.
17. NEW PATIO FENCING AND GATE TO BE PROVIDED AND INSTALLED, REFER TO DETAILS ON SHEET A2.1.
18. CABLE SYSTEM TO BE INSTALLED AT PERIMETER OF PATIO, FINISH HEIGHT TO BE 9'-0" A.F.F. SYSTEM TO RUN PARALLEL BETWEEN PATIO RAILING AND BUILDING FACADE FOR STRING LIGHT INSTALLATION. SECURE CABLE TO WALL AND POST WITH EYE BOLT, BOLT AT WALL TO BE INSTALLED AT MORTAR JOINTS, REFER TO DETAILS ON A2.1 AND ELECTRICAL DRAWINGS.

RECEIVED
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BY: CF

REVISIONS
DATE

VILLA PARK
ARCHITECTURE/PLANNING/INTERIORS/LLC
300 W. BITTERS ROAD, SUITE 204
SAN ANTONIO, TX. 78216
VOICE: (210) 384-8900
FAX: (210) 384-8240
EMAIL: MARK@VILLAPARK-SA.COM

NOT FOR REGULATORY APPROVAL PERMITTING OR CONSTRUCTION

FLOOR PLAN
RUSTY TACO
3,026 S.F. INTERIOR FINISH-OUT
SAN MIGUEL SQUARE
3303 N. MIDKIFF ROAD, SUITE 197
MIDLAND, TEXAS 79705

DRAWN: AVG/TCM
CHECKED: MDN
DATE: 10/01/21
PROJECT: RUSTY TACO — MIDLAND
JOB NO: 21-230
SHEET: A1.1
7 OF 25 SHEETS

MIDLAND Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: SUP-21-0115

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Bill Cole		Phone 832-248-9295 Email bcole@rustytacowest/com	
Address 1510 S Gregg Street	City Big Spring	State TX	Zip 79720

Property Owner Printed Name: San Miguel Midland Partners, LLC		Phone 214-960-4545 Email daniel@shopcompanies.com	
Address 4809 Cole Avenue, Suite 330	City Dallas	State TX	Zip 75205

Representative *(if different from Applicant or Property Owner)* Firm: Printed Name:		Phone Email	
Address	City	State	Zip

Street Address: 3303 N Midkiff, Suite 197, Midland, TX 79705

Business Name: Rusty Taco

Legal Description
Lot: 18 Block: 1 Subdivision: Providence Park

Current Zoning: Commercial

Reason for Request:
Opening restaurant with small bar

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Restaurant

Proposed/Current Days and Hours of Operation:
Sunday-Thursday: 9:00AM-10:00PM; Friday-Saturday: 9:00AM-12:00AM

Proposed Days and Hours of Alcohol Service: Monday-Thursday: 11:00AM-10:00PM;
Friday-Saturday: 11:00AM-12:00AM; Sunday: 12:00PM-10:00PM **option to close or stop serving earlier

Total Square Footage of Business: 3,026 SF

Square Footage of Alcohol Serviceable Area: Dining Room: 1,825 S; Patio: 1,416 SF

Restroom Fixtures: *Men*	**Toilets/Urinals:** 1 / 1	**Bathroom Sinks:** 1
Women	**Toilets:** 1	**Bathroom Sinks:** 1

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BY: CF

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): William Cole	Date: 10/21/2021
Applicant (printed): William Cole	
Property Owner (signature): DF	Date: 10/20/2021
Property Owner (printed) : Daniel Fuller	

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~~ HOWARD

Before me, the undersigned authority, on this day personally appeared William Cole who, being by me duly sworn, upon oath says: That (s)he is authorized by Daniel Fuller, 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.

William Cole

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 21 day of October, 2021, to certify which witness my hand and seal of office.

Anna M

NOTARY PUBLIC, ~~MIDLAND COUNTY~~, TEXAS
HOWARD

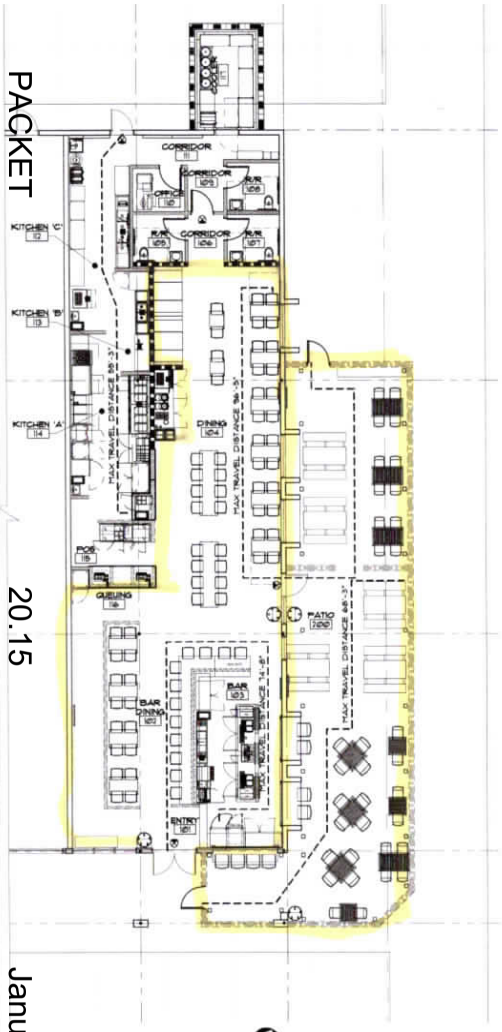
NOTARY PUBLIC STATE OF TEXAS
Anna M Gutierrez
My Commission Expires
08/10/2024
ID No 11634797

****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 # 1005	☑ Plans in Digital Format (PDF/JPEG)	
Received By: Ashley Tupper		Date: 10-22-21

****Application will not be considered for scheduling until reviewed by a planner.****

PACKET 20.15 January 25, 2022



01 **LIFE SAFETY PLAN** SCALE: 1/8" = 1'-0" NORTH

RE: A1.1 FOR WALL CONSTRUCTION LEGEND

LIGHTING LEGEND: RE. M.E.P.

- NEW EXIT SIGN WITH BATTERY POWERED BACKUP

RECEIVED
OCT 2 2 2021
BY: CF

GENERAL NOTES

1. G.C. TO VERIFY QUANTITY & LOCATIONS OF FIRE EXTINGUISHERS WITH LOCAL AUTHORITIES. FIRE EXTINGUISHERS TO BE SUPPLIED BY G.C.
2. G.C. TO PROVIDE FIRE DEPARTMENT REQUIRED KEY BOX IF ONE DOES NOT ALREADY EXIST. COORDINATE LOCATION AND TYPE WITH LOCAL AUTHORITIES.
3. SEE MEP DRAWINGS AND RESPONSIBILITY SCHEDULE FOR INFORMATION REGARDING FIRE ALARM SYSTEM - SYSTEMS BY GENERAL CONTRACTOR.
4. EMERGENCY LIGHTS IN DINING AREAS TO BE RELOCATED AS REQUIRED SO THAT THEY DO NOT INTERFERE WITH WALL DECOR AND TELEVISION IN NEW LAYOUT. REFER TO INTERIOR ELEVATIONS FOR ADDITIONAL INFORMATION. VERIFY EXISTING CONDITIONS.
5. ALL EXIT DOORS TO BE EQUIPPED WITH PANIC HARDWARE, TYP.
6. G.C. TO VERIFY FUNCTION OF ALL EMERGENCY LIGHTS AND EXIT SIGNS PRIOR TO SHUT DOWN.
7. STORE MONITORING COMPANY TO INSTALL FIRE PULLS ON ALL WALLS TO RECEIVE NEW PANEL. WALL FINISH: G.C. TO COORDINATE PRIOR TO SHUT DOWN. REFER TO A1.0 FOR NEW FINISHES. VERIFY LOCATIONS IN THE FIELD.

CODE ANALYSIS

RUSTY TACO - MIDLAND

APPLICABLE CODES

Building Code:	2018 I.B.C.
Mechanical Code:	2018 I.M.C.
Plumbing Code:	2018 I.P.C.
Electrical Code:	2017 N.E.C.
Energy Code:	2015 I.E.C.C.
Fire Code:	2018 I.F.C.
Accessibility:	2012 TEXAS ACCESSIBILITY STANDARDS
ZONING	RR (CURRENT ZONING)

REGULATION	SECTION	DESCRIPTION(S)		COMMENTS	
CONSTRUCTION TYPE	602.2	TYPE II-B			
OCCUPANCY CLASSIFICATION	CHAPTER 3	A-2			
AREA - ALLOWABLE	TABLE 506.2	9,500 SF ALLOWED PER FLOOR			
TENANT AREA - ACTUAL		3,026 SF			
BUILDING AREA - ACTUAL		XXXX SF			
REQUIRED SEPARATION OF OCCUPANCIES (HOURS)	TABLE 508.4	OCCUPANCY ADJACENT / THIS PROJECT		REQUIRED SEPARATION	
		A-2 OCCUPANCY/B OCCUPANCY		2 HRS	
FIRE PROTECTION					
AUTOMATIC SPRINKLER SYSTEM	903	NOT REQUIRED	NOT PROVIDED	NOT REQUIRED IN A OCCUPANCY < 100	
STANDPIPES	905.3.1	NOT REQUIRED	NOT PROVIDED	NO FLOOR LOCATED MORE THAN 30 FT ABOVE FIRE DEPARTMENT ACCESS	
FIRE ALARM & DETECTION	907.2.1	NOT REQUIRED	NOT PROVIDED	NOT REQUIRED IN A OCCUPANCY < 300	
MEANS OF EGRESS					
MINIMUM NUMBER OF EXITS	TABLE 1006.3.3	2 REQUIRED W/OCC LOAD < 500		3 PROVIDED	
EGRESS WIDTH	SECTION 1005.3.2	.2 INCHES PER OCCUPANT		.2(314)=62.8 INCHES	
EXIT ACCESS TRAVEL DISTANCE	TABLE 1017.2	96'-3" MAXIMUM		NOT TO EXCEED 250 FT W/O SPRINKLER SYS.	
DEAD-END CORRIDOR	1020.4	IN GROUP A OCCUPANCIES		NOT TO EXCEED 20 FT	
MEANS OF EGRESS ILLUMINATION	SECTION 1008	EXIT LIGHTS/EMERGENCY LIGHTS		EMERGENCY POWER PROVIDE VIA BATTERY BACK-UP	
STRUCTURAL	CHAPTER 16				
OCCUPANCY CATEGORY	TABLE 1604.5	OCCUPANCY CATEGORY II		BUILDINGS & OTHER STRUCTURES NOT LISTED IN CATAGORIES I, III, IV	
ELECTRICAL	NATIONAL ELECTRICAL CODE			NEW EQUIPMENT AND INSTALLATIONS SHALL BE PER THE 2017 EDITION OF THE NEC	
MECHANICAL	2801.1			NEW HVAC TO BE INSTALLED PER 2018 INTERNATIONAL MECHANICAL CODE	
PLUMBING	TABLE 2902.1			NEW PLUMBING TO BE INSTALLED PER 2018 INTERNATIONAL PLUMBING CODE	
	WATER CLOSETS	1/75		2 EACH REQUIRED	3 UNISEX PROVIDED
	LAVATORIES	1/200		1 EACH REQUIRED	3 UNISEX PROVIDED
	WATER FOUNTAINS	1/500		NOT REQUIRED	NOT PROVIDED
	SERVICE SINKS	1 SERVICE SINK		1 REQUIRED	1 PROVIDED

OCCUPANCY LOAD

	OCCUPANCY AREA (A-2)		AREA: SQ. FT.	OCCUPANT/S.F.	TOTAL
101	ENTRY				
102	BAR DINING		35 SF	1/15	2.3
103	BAR	SEATING	100 SF	1/15	6.7
		STANDING	100 SF	1/5	20.0
		BACK BAR	20.1 SF	1/200	1.0
104	DINING	TABLES & CHAIRS	3.01 SF	1/15	20.1
		BOOTHS	192"	1/24"	8
105	RESTROOM				
106	CORRIDOR				
107	RESTROOM				
108	RESTROOM				
109	CORRIDOR				
110	OFFICE		44 SF	1/150	0.29
111	CORRIDOR				
112	KITCHEN 'C'		152 SF	1/200	0.96
113	KITCHEN 'B'		67 SF	1/200	0.34
114	KITCHEN 'A'		239 SF	1/200	1.2
115	POS		67 SF	1/200	0.34
116	QUEUING		36 SF	1/15	1.2
117	COOLER		249 SF	1/200	0.25
	TOTAL				73.98

	OCCUPANCY AREA (A-2)		AREA: SQ. FT.	OCCUPANT/S.F.	TOTAL
2400	PATIO	TABLES & CHAIRS	480 SF	1/15	32.0
		BENCHES	720" SF	1/24"	30.0
		STANDING	34 SF	1/5	6.8
	TOTAL (PATIO)				68.8
	TOTAL (RESTAURANT + PATIO)				140.78

300 W. BITTERS ROAD, SUITE 204
SAN ANTONIO, TX. 78216
VOICE: (210) 384-8900
FAX: (210) 384-8240
EMAIL: MARK@VILLAPARK-SA.COM
ARCHITECTURE/PLANNING/INTERIORS,PLLC
VILLA PARK

These drawings and accompanying Specifications are at all times the property of the Architect. They are not to be used on other projects or extensions to this project except by agreement in writing and with appropriate compensation to the Architect. Contractor is responsible for confirming and correlating dimensions at the job site; the Architect will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the project.
© 2021 ALL RIGHTS RESERVED

REVISIONS	DATE	#

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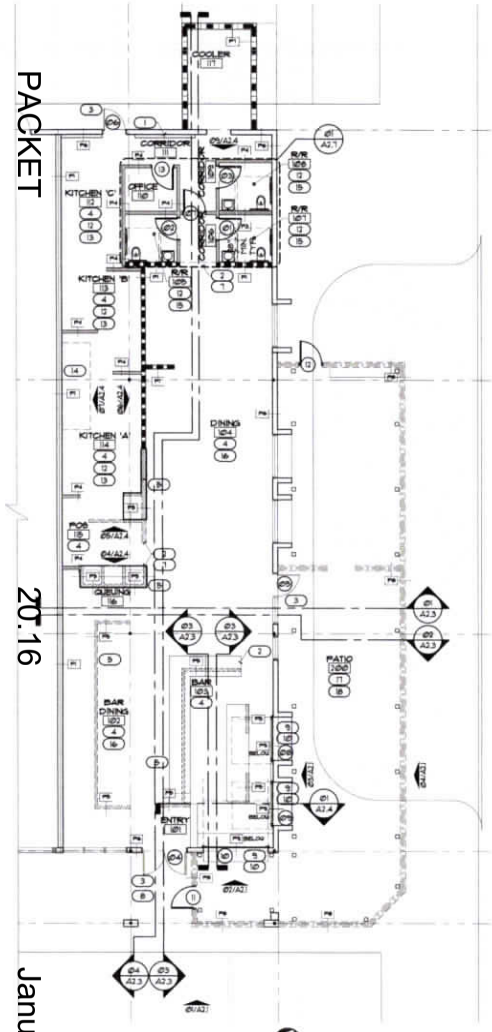
LIFE SAFETY PLAN/CODE ANALYSIS

RUSTY TACO
3,026 S.F. INTERIOR FINISH-OUT
SAN MIGUEL SQUARE
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DRAWN	AVD/TDM
CHECKED	MDN
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PROJECT	RUSTY TACO – MIDLAND
JOB NO	21-230
SHEET	A1.0

6 OF 25 SHEETS

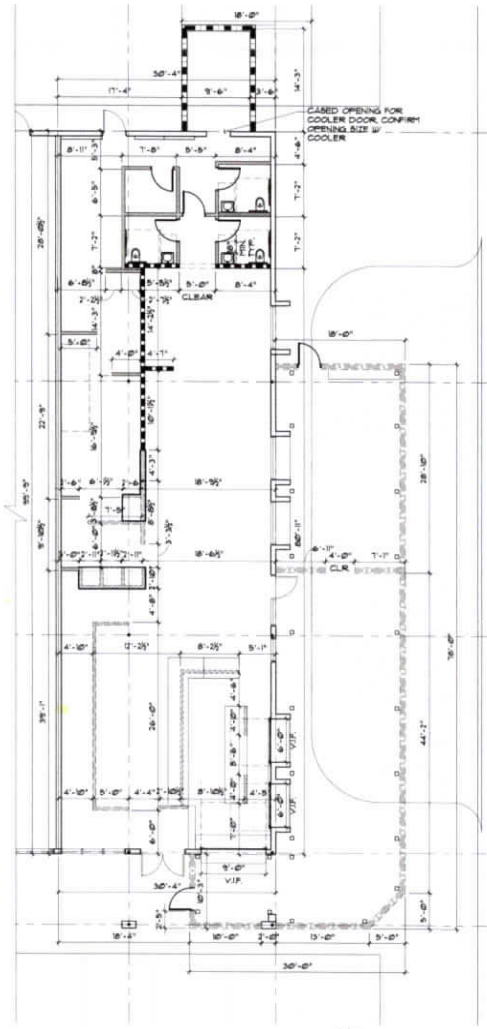
PACKET 20.16 January 25, 2022



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8. GC TO PROVIDE BLOCKING AND FINAL ELECTRICAL CONNECTIONS FOR EXTERIOR SIGNAGE. COORDINATE WITH OWNER'S SIGN VENDOR.
9. GC TO PROVIDE AND INSTALL HEADER, GARAGE DOORS AND RUBBER WEATHER STRIPPING AT EXISTING/NEW OPENING. REFER TO A2.4 FOR SECTION DETAIL.
10. FINISH THREE SIDES AT GARAGE DOOR OPENING WITH BREAK METAL, COLOR TO BE BRONZE. FLASH AND SEAL WITH CLEAR SILICONE SEALANT. COORDINATE WITH STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION ON OPENING.
11. LOCATION OF FIRE EXTINGUISHER. MINIMUM ONE 2A10BC CLASS FIRE EXTINGUISHER AND ONE TYPE 'K' FIRE EXTINGUISHER SHALL BE LOCATED WITH 75 FEET OF TRAVEL DISTANCE. VERIFY FINAL LOCATION & CLASSIFICATION REQUIREMENTS W/ LOCAL AREA FIRE INSPECTOR.
12. G.C. TO PROVIDE AND INSTALL 5/8" CEMENTICIOUS BOARD UP TO 24" AND 5/8" WATER RESISTANT GYP. WALLBOARD (PURPLE BOARDS) ABOVE IN WET LOCATIONS. REFER TO INTERIOR ELEVATIONS AND DETAILS. BLOCKING REQUIRED FOR SHELVES OR WALL MOUNTED EQUIPMENT IS TO BE LOCATED WITHIN WALL CAVITY IN THESE AREAS. REFER TO A2.3, A2.6, AND A2.7 FOR FURTHER INFORMATION.
13. G.C. TO PROVIDE AND INSTALL 5/8" PLYWOOD IN LIEU OF WATER RESISTANT GYP. WALLBOARD THROUGHOUT THE KITCHEN (UNLESS OTHERWISE NOTED). PLYWOOD TO SERVE AS BLOCKING. G.C. TO ENSURE PLYWOOD IS PRIMED PRIOR TO RECEIVING FRP FINISH.
14. G.C. TO PROVIDE AND INSTALL 5/8" CEMENTICIOUS BOARD FROM FLOOR TO DECK BEHIND HOOD AND EXHAUST DUCT (EXTENTS OF BOARD RUN 18" PAST HOOD IN EITHER DIRECTION). REFER TO MECHANICAL DRAWINGS AND INTERIOR ELEVATIONS FOR FURTHER INFORMATION.
15. TOILET IN A.D.A. ACCESSIBLE STALLS MUST COMPLY WITH A.D.A. REQUIREMENTS. TOP OF SEAT MUST BE 17"-19" A.F.F. SEE A2.7 AND PLUMBING SHEETS FOR FURTHER INFORMATION.
16. G.C. TO PROVIDE AND INSTALL PLYWOOD TO 4'-0" THROUGHOUT DINING ROOM WHERE CORRUGATED METAL CHAIR RAIL IS INSTALLED. COORDINATE WITH SHEETS A1.5 & A2.6 FOR ALL LOCATIONS.
17. NEW PATIO FENCING AND GATE TO BE PROVIDED AND INSTALLED. REFER TO DETAILS ON SHEET A2.1.
18. CABLE SYSTEM TO BE INSTALLED AT PERIMETER OF PATIO. FINISH HEIGHT TO BE 9'-0" A.F.F. SYSTEM TO RUN PARALLEL BETWEEN PATIO RAILING AND BUILDING FACADE FOR STRING LIGHT INSTALLATION. SECURE CABLE TO WALL AND POST WITH EYE BOLT. BOLT AT WALL TO BE INSTALLED AT MORTAR JOINTS. REFER TO DETAILS ON A2.1 AND ELECTRICAL DRAWINGS.

RECEIVED
OCT 2 2 2021
BY: CF

REVISIONS	DATE

These drawings and corresponding Specifications are to be an instrument of service and shall remain the property of the architect. They are not to be used on other projects or extensions to this project except by agreement in writing and with appropriate compensation to the architect. Contractor is responsible for confirming and correlating dimensions at the job site; the architect will not be responsible for contractor means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the project.

VILLA PARK
ARCHITECTURE/PLANNING/INTERIORS, PLLC
300 W. BITTERS ROAD, SUITE 204
SAN ANTONIO, TX. 78216
VOICE: (210) 384-6900
FAX: (210) 384-6240
EMAIL: MARK@VILLAPARK-SA.COM
© 2021 ALL RIGHTS RESERVED

NOT FOR REGULATORY APPROVAL PERMITTING OR CONSTRUCTION

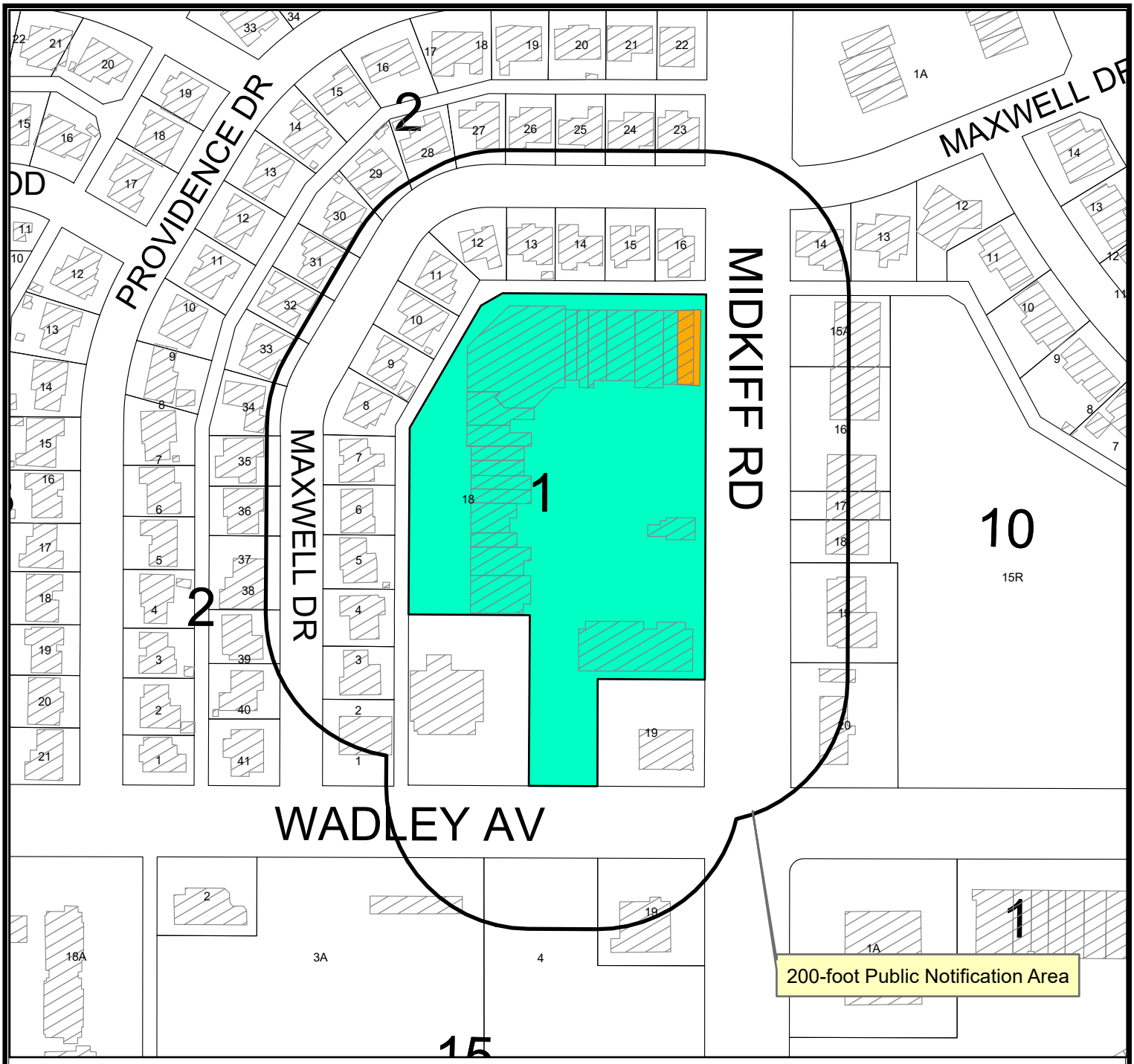
FLOOR PLAN

RUSTY TACO
3,026 S.F. INTERIOR FINISH-OUT
SAN MIGUEL SQUARE
3303 N. MIDKIFF ROAD, SUITE 197
MIDLAND, TEXAS 79705

DRAWN	AVG/TDM
CHECKED	MDN
DATE	10/01/21
PROJECT	RUSTY TACO – MIDLAND
JOB. NO.	21-230
SHEET	A1.1
	7 OF 25 SHEETS

Site Plan (Exhibit B)





LOCATION MAP

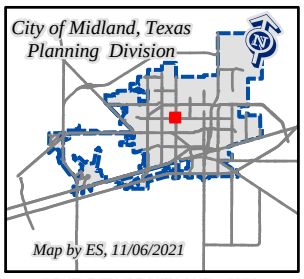
SUD-21-0115 **Scale: 1" = 200'**

Consider a request by Rusty Taco Restaurant, for a Specific Use Designation with Term for the sale of all alcoholic beverages for on-premises consumption, in a restaurant, on a 3,241 square foot portion of Lot 18, Block 1, Providence Park Addition, City and County of Midland, Texas.

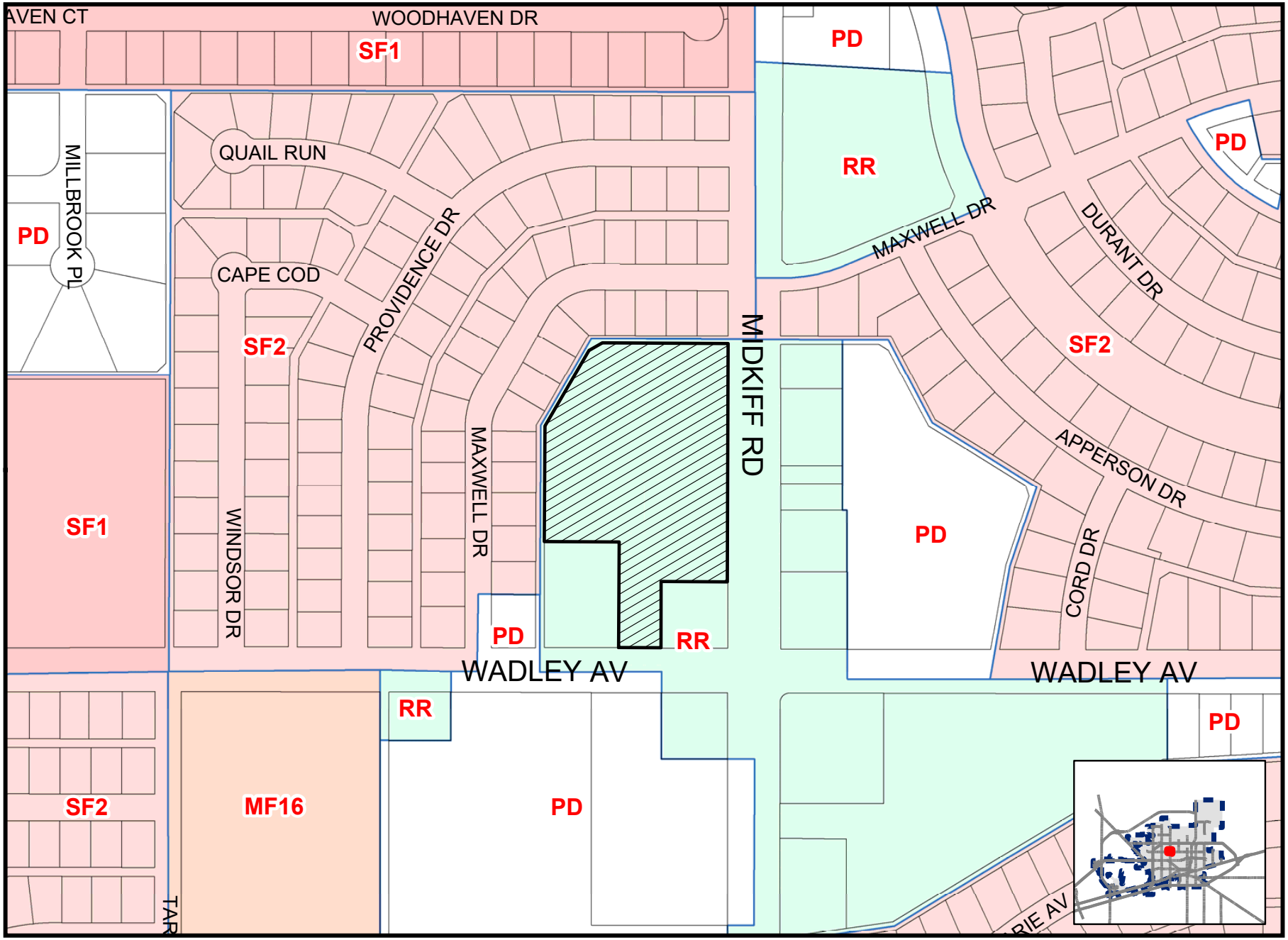
Generally located on the west side of N. Midkiff Road, approximatly 605 feet north of W. Wadley Avenue. (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



January 25, 2022



Map By ES, 11/06/2021

SUD-21-0115

Scale: 1" = 200'

ZONING MAP

PACKET
20.19
January 25, 2022




A&A NAILS


CNB
Community National Bank
ATM



City Council Meeting

Item Number: 21

Meeting Date: January 11, 2022

To: City Council / City Manager

From: Kelly Martinez, Senior Planner

Subject: AN ORDINANCE VACATING AND ABANDONING A 0.08-ACRE PORTION OF ALLEY RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 1 AND 2, BLOCK 1, OVERSTREET ADDITION, AND LOTS 6, 23, 24, AND 25, BLOCK 33, UNRECORDED CAROL CREST ADDITION, SECTION 1, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED APPROXIMATELY 255 FEET SOUTH OF GARDEN CITY HIGHWAY AND APPROXIMATELY 261 FEET EAST OF HENDERSON BOULEVARD); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $8,712.00; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Ed Aleman, is requesting to vacate a 0.08-acre portion of the alley right-of-way, located adjacent to Lots 1 and 2, Block 1, Overstreet Addition, and Lots 6, 23, 24 and 25, Block 33, Unrecorded Carol Crest Addition, City and County of Midland, Texas, for replatting purposes.

Recommended City Council Action:

Approve

Fiscal Impact:

The 2021 appraised value of the right-of-way is $2.50 per square foot, for a total value of $8,712.

Discussion:

The property is currently in the process of being replatted. The approximated area that will be vacated is 3,621 square feet (0.08-acres). The vacation will aid their client in utilization of this area for their projected future development.

All the appropriate adjacent owners are aware of the proposed vacation and have signed the application.

The Midland Central's Appraisal District's appraisal of the land is $2.50 per square foot or $8,712.

The alley right-of-way to the west of this vacating request was vacated in July 2014. Ordinance Number 9282.

This request has been circulated and reviewed by all pertinent City departments and franchise utility companies. Their comments, conditions, and requests are as follows:

Code Compliance: (Approved)

No Oil and Gas issues.

Building Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

Fire: (Approved)

No objections.

Transportation: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

AT&T: (Approved with Conditions)

We do have utilities on the power poles where they are wanting it vacated. If they want it

vacated, they will need to pay to have the utilities rerouted.

Atmos: (Approved with Conditions)

Atmos Energy currently has facilities located within the above-described alley Right of Way between New Jersey and Garden City Hwy. and east of Henderson Blvd. We currently have a 3in. & 4in. steel gas main that extends along the length of this alley. Atmos could vacate the referenced portion however since we are currently serving customers off this line, we would need to either relocate facilities or maintain a utility easement. Any relocation costs would be passed onto individual or entity requesting the vacate.

Grande: (Approved)

Grande Communications does not have any utilities at this location.

Oncor: (Approved with Conditions)

Oncor is retaining the easement at this location.

Suddenlink: (Approved)

We do not have plant in this location, and we are good with this request

Midland Central Appraisal District:

The vacation area indicated has a current value of $2.50 per square foot or $16,335.00.

Planning:

Pertinent City departments and franchise utility companies have reviewed this vacation request and have approved it with the condition that a utility easement is retained.

Therefore, staff recommends approval of the vacation of a 0.08-acre portion of the alley right-of-way, located adjacent to Lots 1 and 2, Block 1, Overstreet Addition, City and County of Midland, Texas, for replatting purposes to be subject to conditions A through C.

Conditions:

A. **That the City of Midland has received from the property owner the sum of $8,712.00.**

B. **That an accessible nonexclusive utility easement is retained.**

C. **That a replat of the subject property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County.**

Letters of Objection:

As of January 5, 2022, staff has not received any letters of objection to this request.

Attachments:

Vacation Survey (Exhibit A)
Application
Maps
Responses from Franchise Utility Companies and Midland Central Appraisal District

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE VACATING AND ABANDONING A 0.08-ACRE PORTION OF ALLEY RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 1 AND 2, BLOCK 1, OVERSTREET ADDITION, AND LOTS 6, 23, 24, AND 25, BLOCK 33, UNRECORDED CAROL CREST ADDITION, SECTION 1, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED APPROXIMATELY 255 FEET SOUTH OF GARDEN CITY HIGHWAY AND APPROXIMATELY 261 FEET EAST OF HENDERSON BOULEVARD); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $8,712.00; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, it has been determined by the Midland City Council that a 0.08-acre portion of alley right-of-way located adjacent to Lots 1 and 2, Block 1, Overstreet Addition, and Lots 6, 23, 24, and 25, Block 33, Unrecorded Carol Crest Addition, Section 1, Block 39, T-2-S, T&P RR Co. Survey, City and County of Midland, Texas, as described in Exhibit "A" attached hereto and made a part hereof for all legal purposes (the "Property"), is no longer needed for public use; and

WHEREAS, Section 272.001 of the Texas Local Government Code provides that a political subdivision may not convey, sell, or exchange its interest in land without observing notice and bid requirements, unless the conveyance is to one or more abutting property owners; and

WHEREAS, an application for vacating the Property has been received by the City from the abutting property owner; and

WHEREAS, the City Manager has appraised the value of the City's property interest in the Property at $8,712.00, as shown in Exhibit "B" attached hereto and incorporated herein by reference; and

WHEREAS, the Council finds it to be in the public interest to abandon and vacate the Property;

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

SECTION ONE. That the Property is hereby vacated and abandoned for all public purposes. Provided, however, that the City is hereby abandoning only the public interest in the Property, and this ordinance in no way affects any private easement or access easement which abutting property owners may have in the Property.

SECTION TWO. That this ordinance shall not be effective until:

A. the City of Midland has received from the abutting property owner(s) the sum of $8,712.00; and

B. a replat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.

SECTION THREE. That the City herein retains an accessible nonexclusive utility easement across, through, over, under, on and along the Property until all entities that were using the Property for utility purposes as of the date of approval of this ordinance have abandoned their uses of the Property.

SECTION FOUR. That upon the City's receipt of the sum set forth in Section Two hereof, the City Secretary is hereby authorized and directed to file a certified copy of this ordinance with the County Clerk of Midland County, Texas, for purposes of recording in the Official Records of Midland County, Texas.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2022; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2022, at a regular

meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

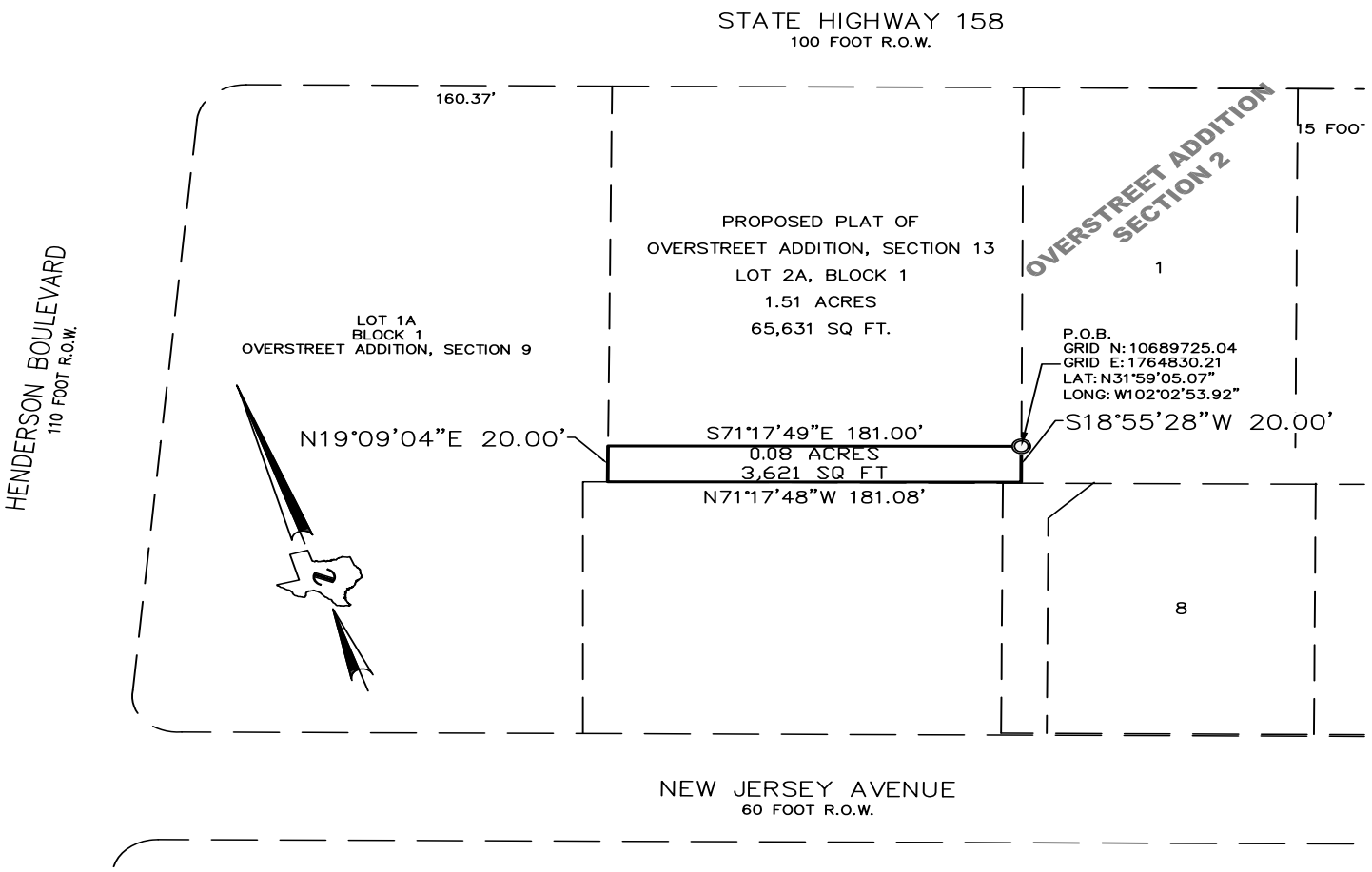
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"



FIELD NOTE DESCRIPTION OF AN ALLEY BEING A 0.08 ACRE TRACT OF LAND , OUT OF SECTION 1, BLOCK 39, T–2–S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, SAID 0.08 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" REINF BAR SET FOR THE NORTHEAST CORNER OF THIS TRACT, ALSO BEING THE SOUTHWEST CORNER OF LOT 1 BLOCK 2, OVERSTREET ADDITION SECTION 2;

THENCE SOUTH 18°55'28" WEST 20.00 FEET TO A THE SOUTHEAST CORNER OF THIS TRACT;

THENCE NORTH 71°17'48" WEST 181.08 FEET TO THE SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTH 19°09'04" EAST 20.00 FEET TO THE NORTHWEST CORNER OF THIS TRACT;

THENCE SOUTH 71°17'49" EAST 181.00 FEET TO THE PLACE OF BEGINNING.

Surveyor Certification

TO THE LIENHOLDERS, TWO DOG INVESTMENTS LLC

(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 25TH DAY OF AUGUST 2021

RJ DAUM
TEXAS RPLS 4826

SCHUMANN
ENGINEERING CO.
A LATERAL LAND COMPANY
CIVIL ENGINEERING – LAND SURVEYING
800 N. MARIENFELD STREET
SUITE 100
MIDLAND, TEXAS 79701
TEXAS FIRM No. F1880 – TEXAS FIRM No. 10149500
Office (432) 684–5548

ALLEY VACATION

A 0.08 ACRE 20' ALLEY ROW VACATION

OUT OF THE PROPOSED PLAT OF

OVERSTREET ADDITION, SECTION 13

LOT 2A, BLOCK 1

MIDLAND COUNTY, TEXAS

January 25, 2022

SCALE: 1" = 80'

PROJECT: 77872
JOB NO.: 77872

MIDLAND
Feel the Energy!

Office of the City Manager

December 27, 2021

Midland City Council
City of Midland, Texas

RE: Request for vacation of a 0.08-acre portion of alley right-of-way located adjacent to Lots 1 and 2, Block 1, Overstreet Addition, and Lots 6, 23, 24, and 25, Block 33, Unrecorded Carol Crest Addition, Section 1, Block 39, T-2-S, T&P RR Co. Survey, City and County of Midland, Texas

Dear Members of the City Council:

The above-referenced property has been appraised in accordance with Chapter 272 of the Texas Local Government Code. The fair market value of the property is $8,712.00. The property can be vacated and recorded in the Midland County Clerk's office when the City of Midland has received this amount from the adjoining property owner(s).

Very truly yours,

Robert Patrick
City Manager

300 N. Loraine, Midland TX 79701 • 432-685-7202 • Fax 432-686-1600

MIDLAND Planning Division

Vacate Right-of-Way/Public Utility Easement/Land/Street Application

Project Number: V-21-0037

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Ed Aleman		Phone (432) 684-5548 Email ealeman@schumannonline.net	
Address 800 N Marienfeld, Suite 100	City Midland	State TX	Zip 79701

Application is hereby made to the City Council to vacate the following:

- ☑ Right-of-Way
- ☐ Public Utility Easement
- ☐ Land
- ☐ Street

Description of Address: 2308 GARDEN CITY HWY

Alley south of Lots 1, 2, Block 1, Overstreet Addition, and Lot 6, Block 33, Carol Crest (Unrecorded)

Reason for Request: In the process of re-platting all 6 lots into 1 lot and will be including the alley portion with the re-plat.

Reasons, in applicant's opinion, why the requested vacation will not adversely affect the public welfare or will contribute to it in a positive way: Alley is not being used. Adjoining tract to the west has vacated their portion also.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Sealed metes and bounds description of the property to be vacated (included on the map) and total square feet of vacation. Include ownership, legal and deed information for adjacent property owners
- Digital Copies of Survey (PDF/JPEG)

Utility Company Approval

Clearance is needed from the following utility companies:

- City of Midland
- AT&T
- Atmos Energy
- Suddenlink Cable TV Co.
- Oncor Electric
- Grande Communications

The City will route the request to these companies, but it is the applicant's responsibility to ensure clearance has been obtained to resolve any issues that may arise.

Policies

1. If the vacation request involves only a portion of a section right-of-way, such that approval would not affect the public's ability to travel along said right-of-way, then the request will be scheduled for consideration by the City Council. No public hearing will be needed.

2. If the vacation request involves an entire section of right-of-way, such that approval would cause the public to lose all rights to use it, then the following procedures apply:

   a. Nearby land owners who have a reasonable expectation to use said right-of-way, as determined by the Transportation Division, must first agree to the proposed vacation. It is the applicant's responsibility to obtain a letter of concurrence signed by the affected landowners.

   b. If all letters are received indicating that the affected landowners agree to the request, then a public hearing before the City Council will be scheduled. The Transportation Division will mail public notice of the hearing to landowners within 400 feet of the affected right-of-way.

   c. If a request is approved, the right-of-way shall be divided into two equal parts, with each half becoming the property of the respective abutting owner. If the applicant desires to own the entire width, he or she must negotiate with the opposite landowner.

Signatures

Applicant (signature): Eduardo J. Aleman - Ed Aleman Schumann Engineering		Date: 8-26-21
Affected Property Owners:		
Signature: Stan Mulkey	Print: Stan Mulkey	Date: 8/27/21
Signature: Darin L. Clements	Print: Darin L. Clements	Date 10-12-21
Signature:	Print:	Date
Signature:	Print:	Date

The Vacation of right-of-way/public utility easement/land/street shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

FOR OFFICE USE ONLY

☑ 1 FOLDED Copy of Survey ☑ Survey in Digital Format (PDF/JPEG)

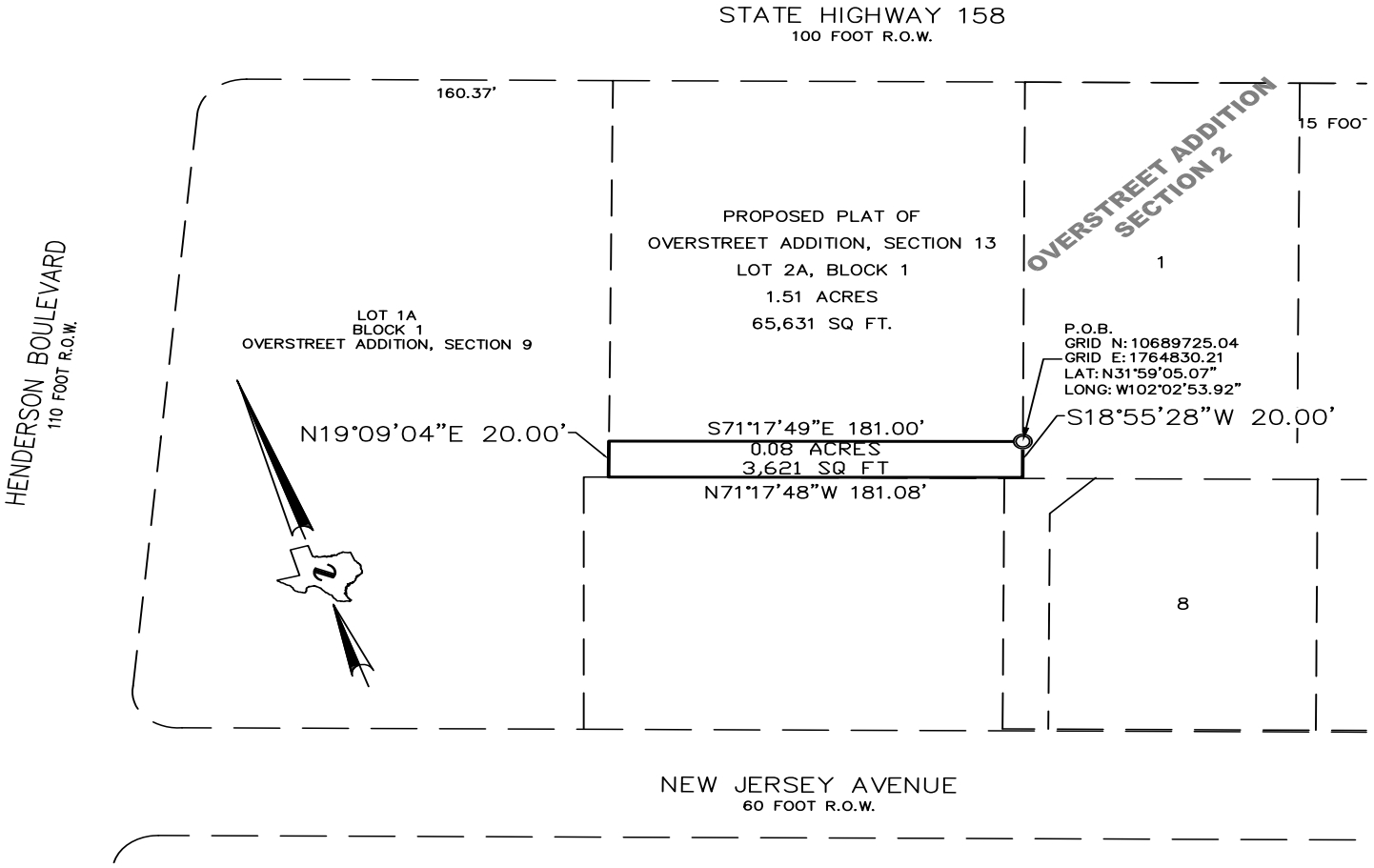
☑ Application Fee

Check # 16084

Received By: Date RECEIVED AUG 26 2021

BY: .....

****Application will not be considered for scheduling until reviewed by a planner.****



FIELD NOTE DESCRIPTION OF AN ALLEY BEING A 0.08 ACRE TRACT OF LAND , OUT OF SECTION 1, BLOCK 39, T–2–S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, SAID 0.08 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

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DATED THIS 25TH DAY OF AUGUST 2021

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PACKET

ALLEY VACATION

A 0.08 ACRE 20' ALLEY ROW VACATION

OUT OF THE PROPOSED PLAT OF

OVERSTREET ADDITION, SECTION 13

LOT 2A, BLOCK 1

MIDLAND COUNTY, TEXAS

January 25, 2022

SCALE: 1" = 80'

PROJECT: 77872
JOB NO.: 77872

ATMOS ENERGY

West Texas Division
P.O. Box 1111,
Midland, Texas 79702

City of Midland
Kelly Martinez
Senior Planner/Planning Division
300 N. Loraine
Midland, Texas 79701

November 9, 2021

Re: Case Name: 2308 Garden City Hwy.
Case Number: V-21-0037

Kelly,

Atmos Energy currently has facilities located within the above-described alley Right of Way between New Jersey and Garden City Hwy. and east of Henderson Blvd. We currently have a 3in. & 4in. steel gas main that extends along the length of this alley. Atmos could vacate the referenced portion however since we are currently serving customers off this line, we would need to either relocate facilities or maintain a utility easement. Any relocation costs would be passed onto individual or entity requesting the vacate.
Please let me know if you have any further questions.

Sincerely,

Mark Lieb

Mark Lieb
Project Specialist
Atmos Energy/Permian Basin
432-967-0370 cell
432-617-3447 office
mark.lieb@atmosenergy.com

Kelly Martinez

From: UNDERWOOD, JERRY D <ju1659@att.com>
Sent: Thursday, November 18, 2021 8:43 AM
To: Kelly Martinez
Subject: RE: Vacation Request

We do have utilities on the power poles where they are wanting it vacated. If they want it vacated they will need to pay to have the utilities rerouted.

Thanks,
Jerry

From: Kelly Martinez <kmartinez@midlandtexas.gov>
Sent: Thursday, November 18, 2021 8:37 AM
To: UNDERWOOD, JERRY D <ju1659@att.com>
Subject: RE: Vacation Request

Good Morning,

The applicant has resubmitted an updated plat for the vacation of 2308 Garden City Highway. They will no longer be vacating the north/south portion of the alley. I have attached the exhibit. Please advise if your company has utilities within this right-of-way.

Thank you,
Kelly Martinez
Planner|Development Services
O. 432-685-7915
E. kmartinez@midlandtexas.gov



300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

From: UNDERWOOD, JERRY D <ju1659@att.com>
Sent: Thursday, November 4, 2021 8:53 AM
To: Kelly Martinez <kmartinez@midlandtexas.gov>
Subject: RE: Vacation Request

Yes, that would be ok. If they want anything moved they would need to pay, I am guessing it will be the same with power since we are on their poles.

Thanks,
Jerry

From: Kelly Martinez <kmartinez@midlandtexas.gov>
Sent: Thursday, November 4, 2021 8:50 AM
To: UNDERWOOD, JERRY D <ju1659@att.com>
Subject: RE: Vacation Request

Okay would you be okay with them vacating and keeping a utility easement?

Kelly Martinez
Planner|Development Services
O. 432-685-7915
E. kmartinez@midlandtexas.gov





300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

From: UNDERWOOD, JERRY D <ju1659@att.com>
Sent: Thursday, November 4, 2021 8:44 AM
To: Kelly Martinez <kmartinez@midlandtexas.gov>
Subject: RE: Vacation Request

AT&T does have facilities in this ROW.

Thanks,
Jerry

From: Kelly Martinez <kmartinez@midlandtexas.gov>
Sent: Thursday, November 4, 2021 8:23 AM
To: UNDERWOOD, JERRY D <ju1659@att.com>
Subject: Vacation Request

Dear Mr. Underwood,

Ed Aleman has submitted a request to vacate the above described Right of Way (see attached exhibit). Please advise if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7915 if you have any questions. You can send your response via email to kmartinez@midlandtexas.gov.

Thank you,
Kelly Martinez

Planner|Development Services
O. 432-685-7915
E. kmartinez@midlandtexas.gov







300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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Kelly Martinez

From: Ruben Guerra <ruben.guerra@mygrande.com>
Sent: Friday, November 5, 2021 5:30 PM
To: Kelly Martinez
Subject: Re: Vacation Request



Grande Communications does not have any utilities at this location.

Thank You

Ruben Guerra
Construction Coordinator
C-432-653-9369
T-432-272-3088
Grande Communications

On Thu, Nov 4, 2021 at 8:28 AM Kelly Martinez <kmartinez@midlandtexas.gov> wrote:

> Dear Mr. Guerra,
>
> Ed Aleman has submitted a request to vacate the above described Right of Way (see attached exhibit). Please advise if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7915 if you have any questions. You can send your response via email to kmartinez@midlandtexas.gov.
>
> Thank you,
>
> Kelly Martinez
>
> Planner|Development Services
>
> O. 432-685-7915
>
> E. kmartinez@midlandtexas.gov

300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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Kelly Martinez

From: Arguello, Martin <Martin.Arguello@oncor.com>
Sent: Friday, November 5, 2021 9:55 AM
To: Kelly Martinez
Cc: Blankenship, Chad
Subject: FW: Vacation Request
Attachments: V-21- 0037, Utilities Letters Oncor.pdf.html.pdf; V-21-0037, Exhibit A.pdf.html.pdf; V-21-0037, Location Map.pdf.html.pdf

Good Morning Kelly! Per our phone conversation, and speaking with our ROW group. Oncor is retaining the easement at this location.

From: Blankenship, Chad
Sent: Thursday, November 4, 2021 12:10 PM
To: Arguello, Martin <Martin.Arguello@oncor.com>
Subject: FW: Vacation Request

FYI..Please work with Carissa on this.

Thanks,

Chad Blankenship
PMDS Manager|WTX
Oncor Electric Delivery
325-456-2674

My Director: James Blanton-(817) 905-6455
James.blanton@oncor.com

From: Kelly Martinez [mailto:kmartinez@midlandtexas.gov]
Sent: Thursday, November 4, 2021 8:25 AM
To: Henderson, Jeffrey <Jeffrey.Henderson@oncor.com>; Blankenship, Chad <Chad.Blankenship@oncor.com>
Subject: Vacation Request

Dear Mr. Henderson and Mr. Blankenship,

Ed Aleman has submitted a request to vacate the above described Right of Way (see attached exhibit). Please advise if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7915 if you have any questions. You can send your response via email to kmartinez@midlandtexas.gov.

Thank you,
Kelly Martinez
Planner|Development Services

O. 432-685-7915
E. kmartinez@midlandtexas.gov





300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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Kelly Martinez

From: Bradley Ritter <Bradley.Ritter@AlticeUSA.com>
Sent: Thursday, November 4, 2021 11:15 AM
To: Kelly Martinez
Subject: RE: External E-mail - Vacation Request

We do not have plant in this location and we are good with this request

Thank You,

Supervisor Ops.
Abilene, Midland, & San Angelo System's
Altice USA
P: (806)771-6256
C: (806)241-0488
E: Bradley.Ritter@AlticeTechServicesUSA.com
A: 6710 Hartford Ave. Lubbock,Tx. 79413

From: Kelly Martinez <kmartinez@midlandtexas.gov>
Sent: Thursday, November 4, 2021 8:26 AM
To: Bradley Ritter <Bradley.Ritter@AlticeUSA.com>
Subject: External E-mail - Vacation Request

[External Email]

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Dear Mr. Ritter,

Ed Aleman has submitted a request to vacate the above described Right of Way (see attached exhibit). Please advise if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7915 if you have any questions. You can send your response via email to kmartinez@midlandtexas.gov.

Thank you,
Kelly Martinez
Planner|Development Services
O. 432-685-7915
E. kmartinez@midlandtexas.gov





300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

Kelly Martinez

From: drambo@midcad.org
Sent: Thursday, November 18, 2021 3:15 PM
To: Kelly Martinez
Subject: RE: Vacation Request

KELLY...THE VACATION REQUEST OF THE .08 ACRE ALLEY IS VALUED AT....$ 2.5 /SF OR $8,712

Dennis Rambo
Assistant Chief Appraiser
Midland Central Appraisal District
432 699 4991 ext 3030
432 689 7185 fax

From: Kelly Martinez <kmartinez@midlandtexas.gov>
To: "drambo@midcad.org" <drambo@midcad.org>
Date: 11/18/2021 08:35 AM
Subject: RE: Vacation Request

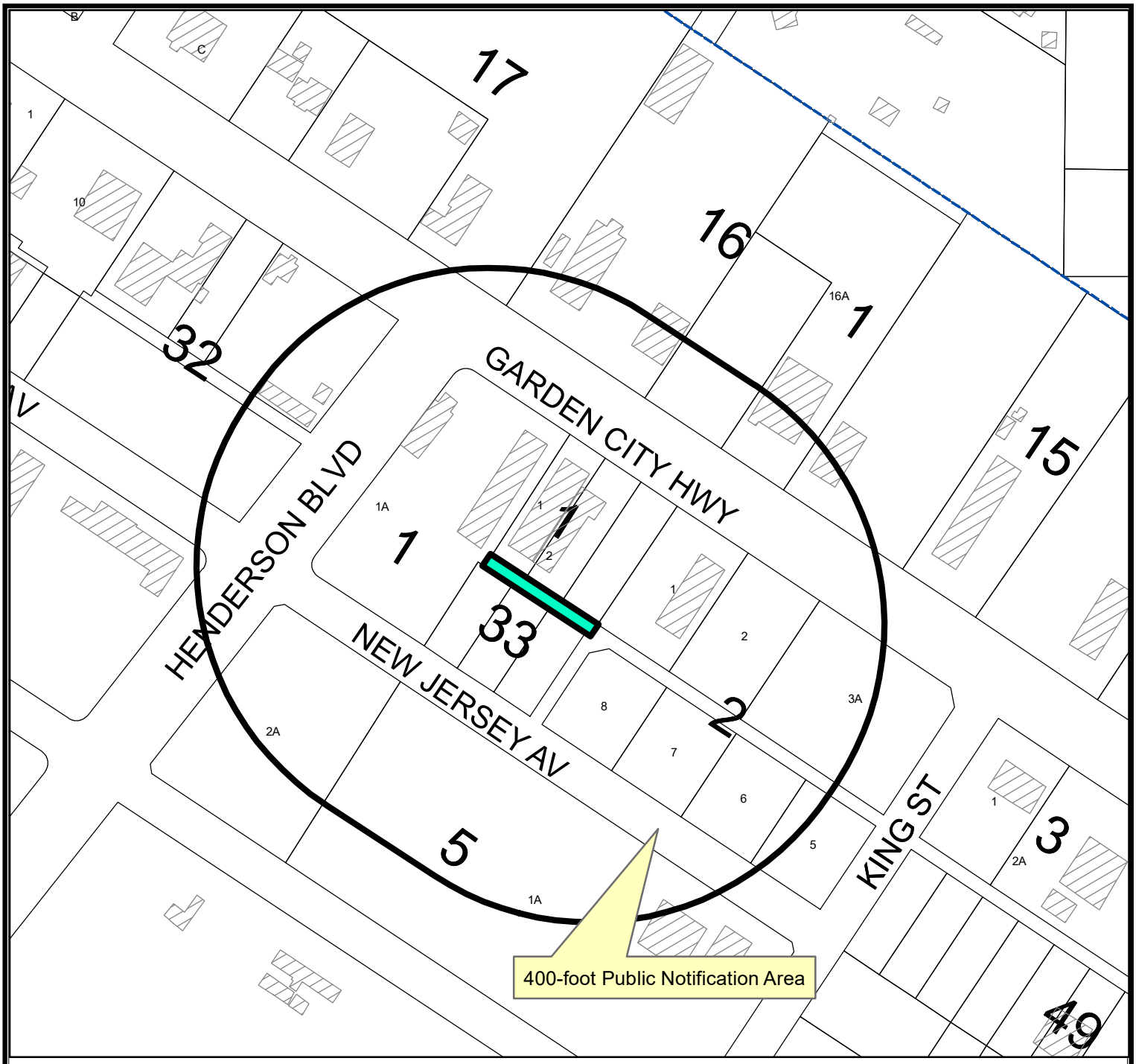
Good Morning Mr. Rambo,

The applicant has resubmitted an updated plat for the vacation of 2308 Garden City Highway. They will no longer be vacating the north/south portion of the alley. I have attached the exhibit. Please prepare the estimated market value of this parcel so that the City Council may have this information during its consideration of this request.

CASE NUMBER	GENERAL LOCATION	AREA SQ. FT.	CURRENT ZONING
V-21-0037	On the south side of Garden City Highway, approximately 261-feet east of Henderson Drive. (Council District 2)	0.08-acre portion of the alley right-of-way, located adjacent to Lots 1 and 2, Block 1, Overstreet Addition, and Lots 24 and 25, Block 33, Unrecorded Carol Crest Addition, City and County of Midland, Texas.	LI, Light Industrial District

Thank you,

Kelly Martinez
Planner|Development Services
O. 432-685-7915
E. kmartinez@midlandtexas.gov



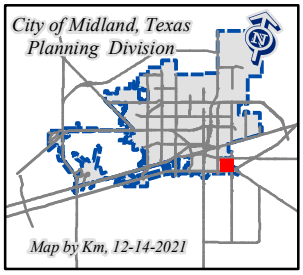
LOCATION MAP

V-21-0037 **Scale: 1" = 200'**

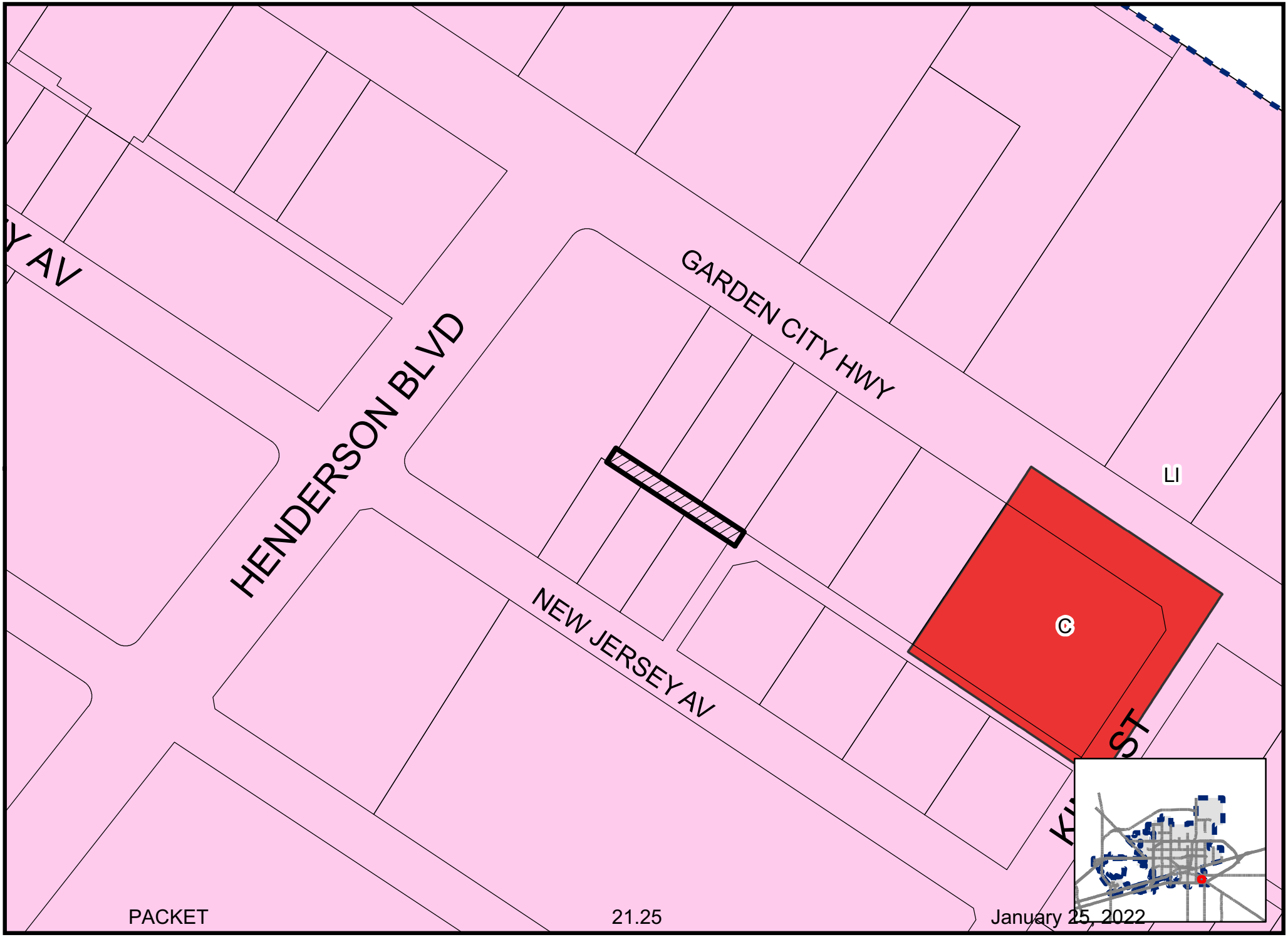
Consider a request for a vacation of a 0.08-acre portion of the alley right-of-way, located adjacent to Lots 1 and 2, Block 1, Overstreet Addition, and Lots 6, 23, 24, and 25, Block 33, Unrecorded Carol Crest Addition, City and County of Midland, Texas. Generally located on the south side of Garden City Highway, approximately 261-feet east of Henderson Boulevard. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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Map By KM, 12/14/2021

V-21-0037

Scale: 1" = 200'

ZONING MAP

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City Council Meeting

Item Number: 22

Meeting Date: January 11, 2022

To: City Council / City Manager

From: Cole Furqueron,

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 19 AND 20, BLOCK 64, PARK AVENUE HEIGHTS, SECOND SECTION, 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 EAST CALIFORNIA AVENUE AND SOUTH BUNCHE 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, Marc Colvin, is requesting a zone change from MF-22, Multiple-Family Dwelling District, to SF-3, Single-Family Dwelling District on the properties located at 801 and 803 S. Bunche Street to allow for the construction of a new single-family residence.

Recommended City Council Action:

☒ **Approve** ☐ **Deny** ☐ **Direction/Informational**

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Current Zoning:

MF-22, Multiple-Family Dwelling District.

Surrounding Zoning and Land Use:

The properties to the north across E. California Avenue is zoned MF-22, Multiple-Family Dwelling District, and the location of single-family housing. The properties to the east and are zoned SF-3, Single-Family Dwelling District and SF-3, Single-Family Dwelling District, and the location of single-family residences. The properties to the south and west are zoned MF-22, Multiple-Family Dwelling District, and the location of a single-family residence and a vacant lot, respectively.

Analysis:

The properties are located at 801 & 803 S. Bunche Street and are currently vacant. The applicant, Marc Colvin, is requesting this zone change to allow for the construction of a single-family residence on each of the properties. 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.

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. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application**.**

Engineering: (Approved)

No objection to zone change. [For the Applicant's information only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

Code: (Approved)

No Oil and Gas issues.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

Planning:

This 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 Residential- Medium. This designation emphasizes a mix of housing styles, including single-family detached, single-family attached, and townhouses. 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.

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.

Condition:

A. That the use and development of the property shall conform to the regulations of the SF-3, Single-Family Dwelling District.

Letters of Objection:

As of December 1, 2021, staff has not received any letters of objection.

Attachments:

Site Plan (Exhibit A)
Application
Maps

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 19 AND 20, BLOCK 64, PARK AVENUE HEIGHTS, SECOND SECTION, 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 EAST CALIFORNIA AVENUE AND SOUTH BUNCHE 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 Lots 19 and 20, Block 64, Park Avenue Heights, Second Section, 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., 2022; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2022, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: 2-21-0273

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Property Owner Printed Name: Marc Colvin		Phone (281) 235-5794 Email marc363b@hotmail.com	
Address 6504 Acorn Ct.	City Pearland	State TX	Zip 77584

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address:

Legal Description
Lot: 19+20 Block: 64 Subdivision: PARK AVENUE HEIGHTS

Current Zoning: MULTI-FAMILY 22

Proposed Zone: SINGLE FAMILY 3
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Building SINGLE FAMILY HOME COMMUNITY INVESTMENT

Present Use of Property: NA- EMPTY LOT

Proposed Use of Property: Building SINGLE FAMILY HOUSING

How would this zone change affect the public health, safety and welfare? NO

Describe how conditions affecting the property have changed since present zoning designation: PRESENT ZONING, MF22, LIMITS REAL ESTATE INVESTMENT IN ~~SINGLE~~ SINGLE FAMILY HOUSING. EXISTING LOT SIZES ARE NOT LARGE ENOUGH OR DO NOT MEET the requirements for MF INVESTMENTS

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): Marc Colvin	Date: ~~10/26/21~~ (2)
Applicant (printed):	
Property Owner (signature): Marc Colvin	Date: 10/26/21
Property Owner (printed) : MARC Colvin	

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

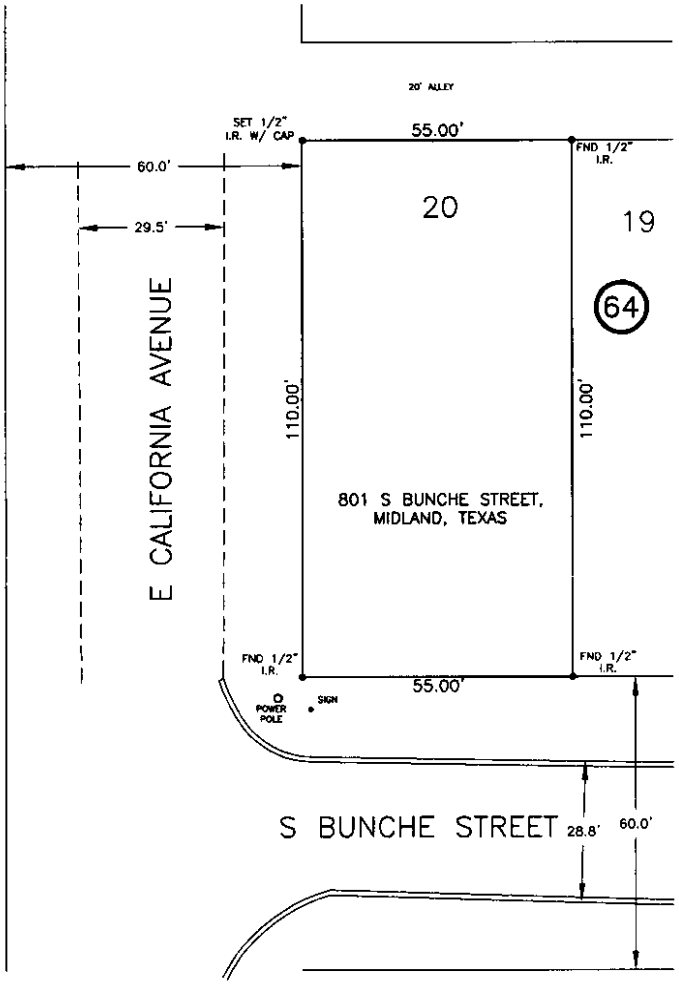
FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # 47229	
Received By: DB	Date:

RECEIVED
OCT 29 2021
BY:

Application will not be considered for scheduling until reviewed by a planner.


Properties to be Re-zoned
E CALIFORNIA
S CARVER
BUNCHE
1409
1407
1405
1403
1401
1311
709
800
802
803
804
805
806
807
808
809
810
811
812



PLAT

OF

LOT 20, BLOCK 64, PARK AVENUE HEIGHTS SECOND SECTION, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

30 0 30 60 90 Feet

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT NOR WAS THIS PARCEL ABSTRACTED FOR EASEMENTS OF RECORD AND/OR RIGHTS OF WAY. BRADSHAW AND ASSOCIATES, INC. (FIRM # 10122900/10122901) AND THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR, MAKE NO GUARANTEES OR REPRESENTATIONS REGARDING INFORMATION SHOWN HEREIN PERTAINING TO EASEMENTS, RESERVATIONS, SET-BACK LINES, AGREEMENTS, RIGHTS-OF-WAY OR OTHER SIMILAR MATTERS OTHER THAN THOSE SHOWN UPON THIS SURVEY. THE UNDERSIGNED SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR ANY TITLES, DEEDS, RESERVATIONS, EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS OR OTHER SIMILAR MATTERS, OTHER THAN WHAT IS READILY IDENTIFIABLE THROUGH THE COUNTY GIS MAPS, RAILROAD COMMISSION GIS MAPS, AND GENERAL LAND OFFICE GIS MAPS. THE USE OF THESE GIS MAPS IS BY NO MEANS TO BE CONSTRUED AS A PROPER OR THOROUGH INVESTIGATION OF THE PUBLIC RECORDS, AS WOULD BE ACCOMPLISHED BY AN ABSTRACT OF TITLE, AND/OR OPINION OF TITLE BY AN ATTORNEY AT LAW.

BRADSHAW AND ASSOCIATES, INC (FIRM # 10122900/10122901) AND THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR ALSO MAKE NO REPRESENTATION AS TO THE STATUS OF TITLE TO THE PROPERTY DESCRIBED HEREIN.

TO LIEN HOLDER ISSUING THE INSURANCE UNDERWRITER

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STATE OF TEXAS
REGISTERED
MICHAEL L. McBRAYER
4161
PROFESSIONAL
LAND SURVEYOR

REGISTERED PROFESSIONAL LAND SURVEYOR

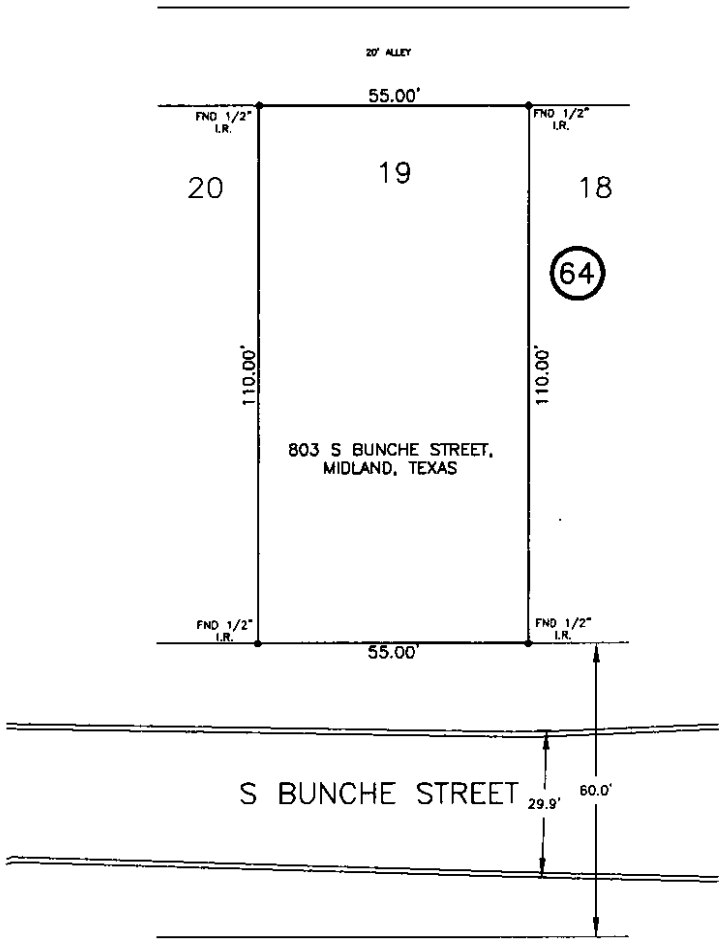
FILED IN CABINET B, PAGE 114, PLAT RECORDS, MIDLAND COUNTY, TEXAS.

THIS PROPERTY LIES WITHIN ZONE "X" AS SHOWN BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FEDERAL INSURANCE ADMINISTRATION MAP COMMUNITY PANEL 48329C0206 F. DATED SEPTEMBER 18, 2005.

Stored: 21031382

BRADSHAW AND ASSOCIATES, INC.
CONSULTING ENGINEERS
REGISTERED PROFESSIONAL LAND SURVEYORS
FIRM # 10122900/10122901
4400 N. BIG SPRING SUITE A-8
MIDLAND, TEXAS 79705
(432) 682-4400 FAX (432)682-7997

	Drawn	Chkd	Surveyed
By	VR	MLM	CH/BP
Date	3-30-2021	3-30-2021	3-29-2021



PLAT

OF

LOT 19, BLOCK 64, PARK AVENUE HEIGHTS SECOND SECTION, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

30 0 30 60 90 Feet

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT NOR WAS THIS PARCEL ABSTRACTED FOR EASEMENTS OF RECORD AND/OR RIGHTS OF WAY. BRADSHAW AND ASSOCIATES, INC. (FIRM # 10122900/10122901) AND THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR. MAKE NO GUARANTEES OR REPRESENTATIONS REGARDING INFORMATION SHOWN HEREIN PERTAINING TO EASEMENTS, RESERVATIONS, SET-BACK LINES, AGREEMENTS, RIGHTS-OF-WAY OR OTHER SIMILAR MATTERS OTHER THAN THOSE SHOWN UPON THIS SURVEY. THE UNDERSIGNED SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR ANY TITLES, DEEDS, RESERVATIONS, EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS OR OTHER SIMILAR MATTERS, OTHER THAN WHAT IS READILY IDENTIFIABLE THROUGH THE COUNTY GIS MAPS, RAILROAD COMMISSION GIS MAPS, AND GENERAL LAND OFFICE GIS MAPS. THE USE OF THESE GIS MAPS IS BY NO MEANS TO BE CONSTRUED AS A PROPER OR THOROUGH INVESTIGATION OF THE PUBLIC RECORDS, AS WOULD BE ACCOMPLISHED BY AN ABSTRACT OF TITLE, AND/OR OPINION OF TITLE BY AN ATTORNEY AT LAW.

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THIS SURVEY PLAT IS PROVIDED SOLELY FOR THIS TRANSACTION

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THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND IS CORRECT, AND THAT THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE EASEMENTS OR RIGHTS OF WAY, EXCEPT AS SHOWN HEREON, AND THIS SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY AS SHOWN.

STATE OF TEXAS
REGISTERED
MICHAEL L. McBRAYER
4161
PROFESSIONAL
LAND SURVEYOR

REGISTERED PROFESSIONAL LAND SURVEYOR

FILED IN CABINET B, PAGE 114, PLAT RECORDS, MIDLAND COUNTY, TEXAS.

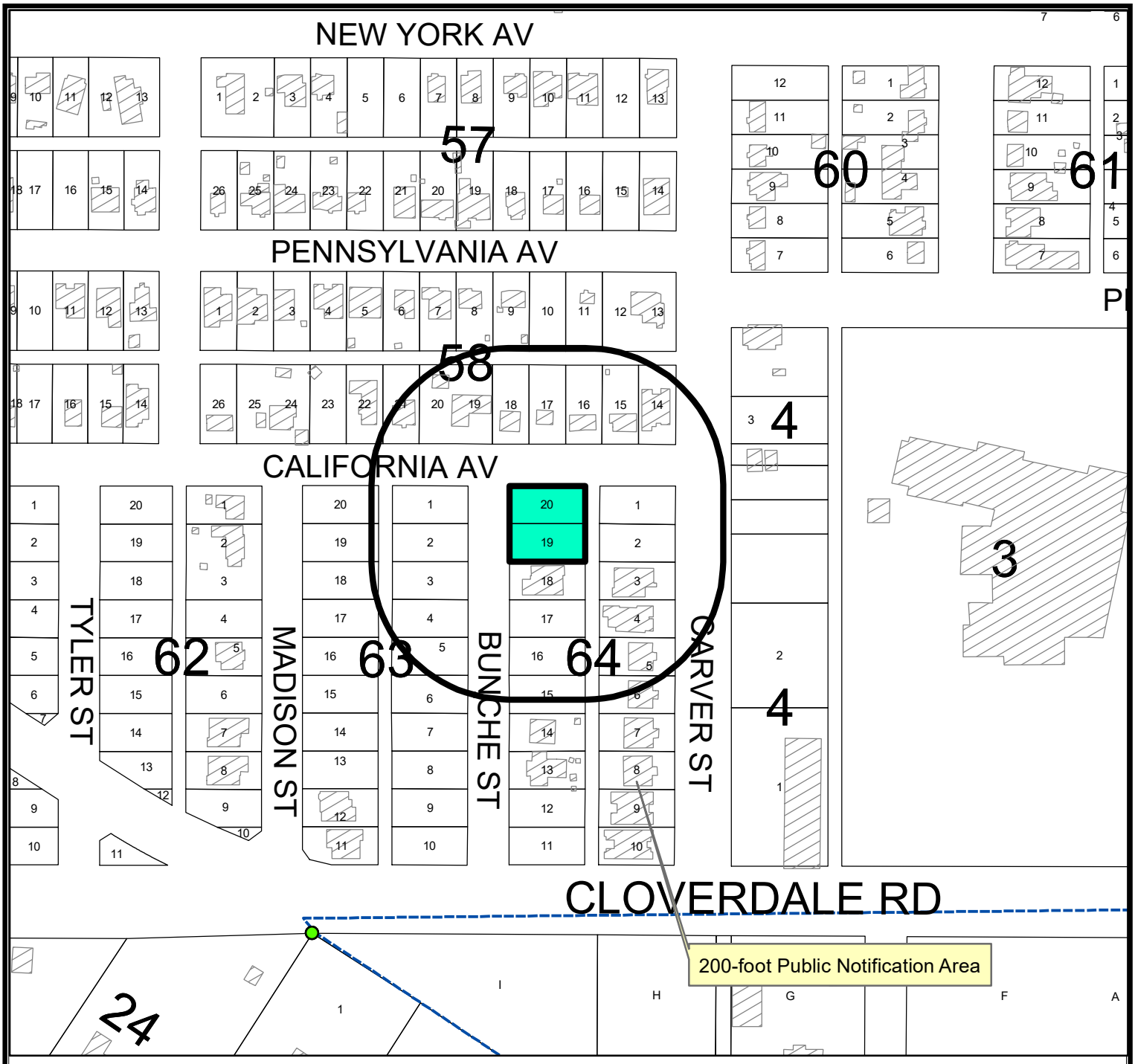
THIS PROPERTY LIES WITHIN ZONE "X" AS SHOWN BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FEDERAL INSURANCE ADMINISTRATION MAP COMMUNITY PANEL 48329C0208 F. DATED SEPTEMBER 16, 2005.

Stored: 21031382

BRADSHAW AND ASSOCIATES, INC.
CONSULTING ENGINEERS
REGISTERED PROFESSIONAL LAND SURVEYORS
FIRM # 10122900/10122901
4400 N. BIG SPRING SUITE A-8
MIDLAND, TEXAS 79705
(432) 682-4400 FAX (432)682-7997

	Drawn	Chkd	Surveyed
By	VR	MLM	CH/BP
Date	3-30-2021	3-30-2021	3-29-2021

PACKET January 20, 2022



LOCATION MAP

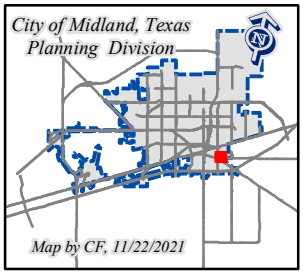
Z-21-0273 **Scale: 1" = 200'**

Consider a request by Marc Colvin for a zone change from MF-22, Multiple-Family Dwelling District to SF-3, Sigle-Family Dwelling District on Lots 19 & 20, Block 64, Park Avenue Heights Second Section, City and County of Midland, Texas.

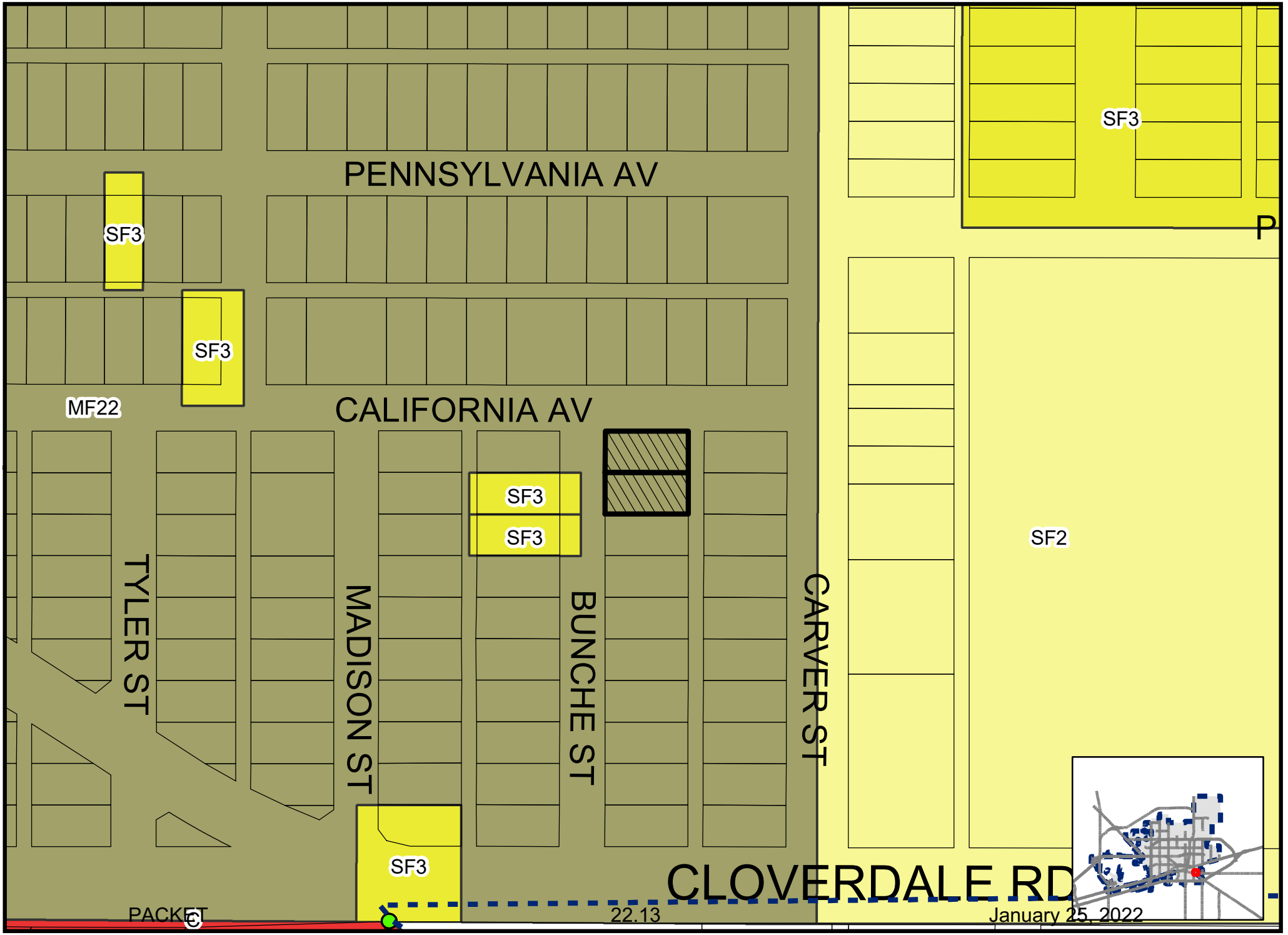
Generally located on the southeast corner of the intersection of E. California Avenue and S. Bunche Street -- (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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Map By CF, 11/22/2021

Z-21-0273

Scale: 1" = 200'

ZONING MAP

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STOP







City Council Meeting

Item Number: 23

Meeting Date: January 11, 2022

To: City Council / City Manager

From: Cole Furqueron, Senior Planner

Subject: **AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 2,150-SQUARE FOOT PORTION OF LOT 10, BLOCK 56, PERMIAN ESTATES, SECTION 1, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST ILLINOIS AVENUE, APPROXIMATELY 670 FEET EAST OF 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 1) (DEVELOPMENT SERVICES)**

Purpose:

The applicant, Enrique Solis, is requesting a Specific Use Designation with term for the sale of all alcoholic beverages for on-premises consumption in a restaurant at 4305 W. Illinois Avenue, Midland, Texas 79703.

Recommended City Council Action:

☒ **Approve** ☐ **Deny** ☐ **Direction/Informational**

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 property is located at 4305 W. Illinois Avenue, in a RR, Regional Retail District. The property to the north is zoned RR, Regional Retail District and is utilized as a shopping center. The property to the east is zoned O-1, Office District and is the location of an un-occupied building. The property to the south is zoned as SF-1, Single-Family Dwelling District and is the location of residential housing. The property to the west is zoned RR, Regional Retail District and is the location of a shopping center.

Discussion:

J. Peno's Cafe 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.

J. Peno's Cafe is currently 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 2,150 square feet, with an alcohol serviceable area of 960 square feet. The site currently has adequate restroom facilities. However, the restaurant will have an occupancy of 60 people, therefore, 21 parking spaces will be required. Currently, the building only has 11 parking spaces. There is a parking agreement in place with the business to the west that states the two businesses will be allowed to share parking spaces. These two businesses are owned by the same individual.

The restaurant will have the following hours of operation:

Monday through Saturday: 6:30 a.m. to 9:00 p.m.
Sunday: 7:00 a.m. to 3:00 p.m.

The restaurant will have the following hours of alcohol service:

Monday and Saturday: 10:00 a.m. to 9:00 p.m.
Sunday: 10:00 a.m. to 3:00 p.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 or schools within 300 feet of the property.

This project has been circulated to all City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections.

Engineering: (Approved)

No objections.

Transportation: (Approved)

No objections.

Building Code: (Approved)

No objections.

The SUD for J Peno's Cafe is acceptable. The property must adhere to the current maximum occupant load of 60 persons. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Oil and Gas: (Approved)

No objections.

Planning:

The request is in compliance with the *Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to* "Encourage the development of places where Midland residents can gather and socialize to build connections." (Tall City Tomorrow page 137) J Peno's Cafe will create a fun and relaxing environment where Midland Residents can enjoy drinks with their meal.

This request meets all requirements; therefore, staff recommends approval of a Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to Conditions A through G.

Conditions:

A. That the alcoholic serviceable area of the restaurant shall be limited to approximately 960 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the days and hours of alcoholic beverages sales and consumption shall be limited to:

Monday Through Saturday from 7:00 a.m. to 9:00 p.m.
Sunday from 10:00 a.m. to 3:00 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 December 1, 2021, staff has not received any letters of objections.

Attachments:

Application
Floor Plan (Exhibit A)
Site Plan (Exhibit B)
Maps

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 2,150-SQUARE FOOT PORTION OF LOT 10, BLOCK 56, PERMIAN ESTATES, SECTION 1, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST ILLINOIS AVENUE, APPROXIMATELY 670 FEET EAST OF 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 2,150-square foot portion of Lot 10, Block 56, Permian Estates, Section 1, 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 960 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday through Saturday from 10:00 a.m. to 9:00 p.m.; and
Sunday from 10:00 a.m. to 3:00 p.m.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2022; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2022, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

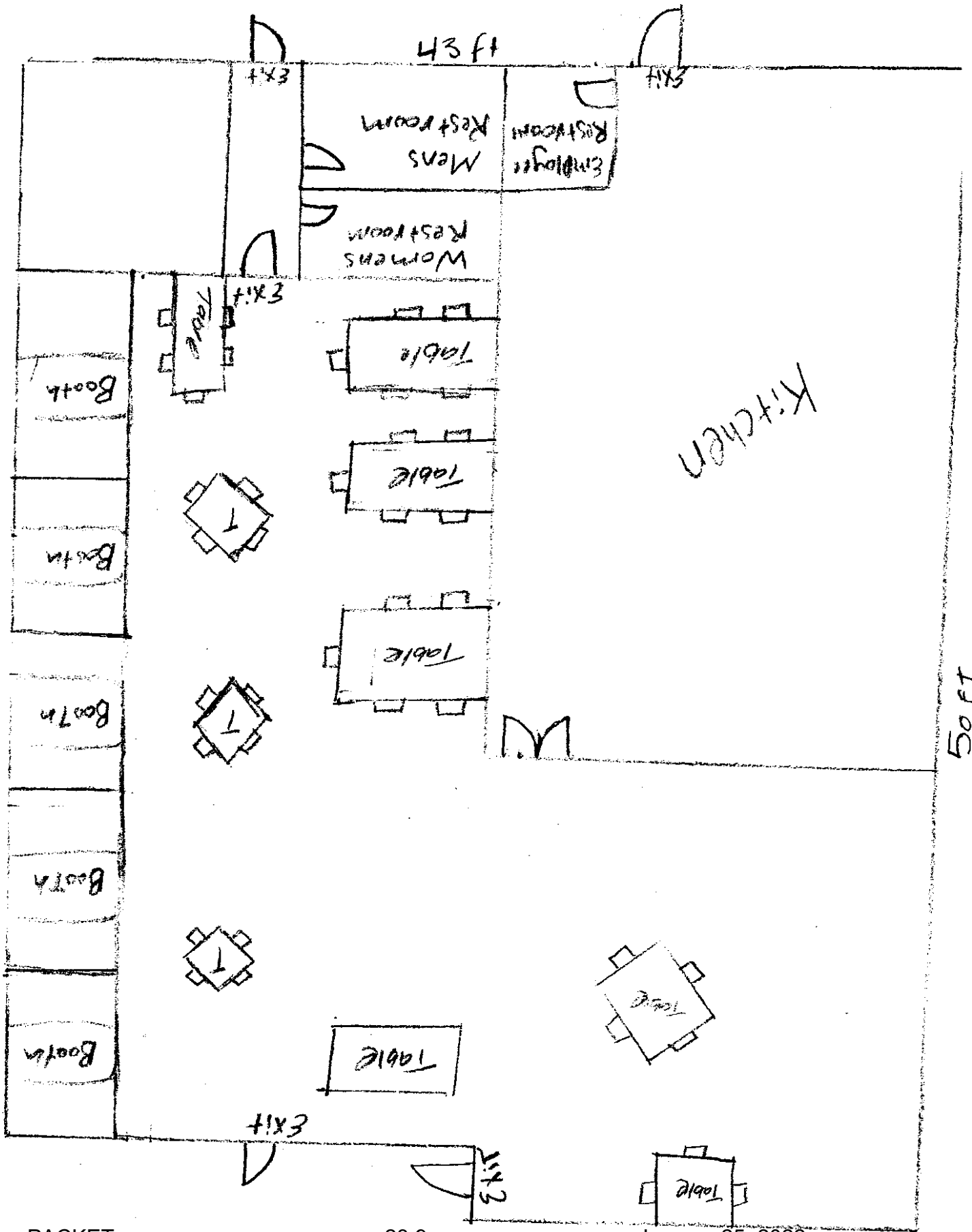
_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

Floor Planing

EXHIBIT "A"



Total : 2,150 sqft

Servicable : 960 sqft

MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: SUD-21-0117

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Jose Hernandez		Phone (432) 4134238 Email TonyBo2450@yahoo.com	
Address 7018 McPherson ln	City Midland	State TX	Zip 79703
Property Owner Printed Name: Enrique Solis		Phone (432) 894-2454 Email	
Address 3941 Lyndale Dr	City odessa	State TX	Zip 79762
Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 4305 W. Illinois

Business Name: J-Peños Cafe

Legal Description
Lot: 010 Block: 056 Subdivision: Per main Est

Current Zoning:

Reason for Request: To sell beer and Wine

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Restaurant

Proposed/Current Days and Hours of Operation: Monday - Saturday - 6:30 AM 9pm Sunday 7 AM - 3pm

Proposed Days and Hours of Alcohol Service: ~~Monday - Saturday~~ Monday - Saturday 7AM - 9PM Sunday - 10 AM - 3PM

Total Square Footage of Business: 6,839

Square Footage of Alcohol Serviceable Area: 960

Restroom Fixtures: *Men*	**Toilets/Urinals:** 1 / 6	**Bathroom Sinks:** 1
Women	**Toilets:** 1	**Bathroom Sinks:** 1

RECEIVED
NOV 09 2021
BY: _____

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): Jose Hernandez	Date:
Applicant (printed): Jose Hernandez	
Property Owner (signature): Ricky Solis	Date: 11-7-21
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 Jose Hernandez who, being by me duly sworn, upon oath says: That (s)he is authorized by Ricky Solis, 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.

Jose Hernandez
Authorized Agent (*signature*)

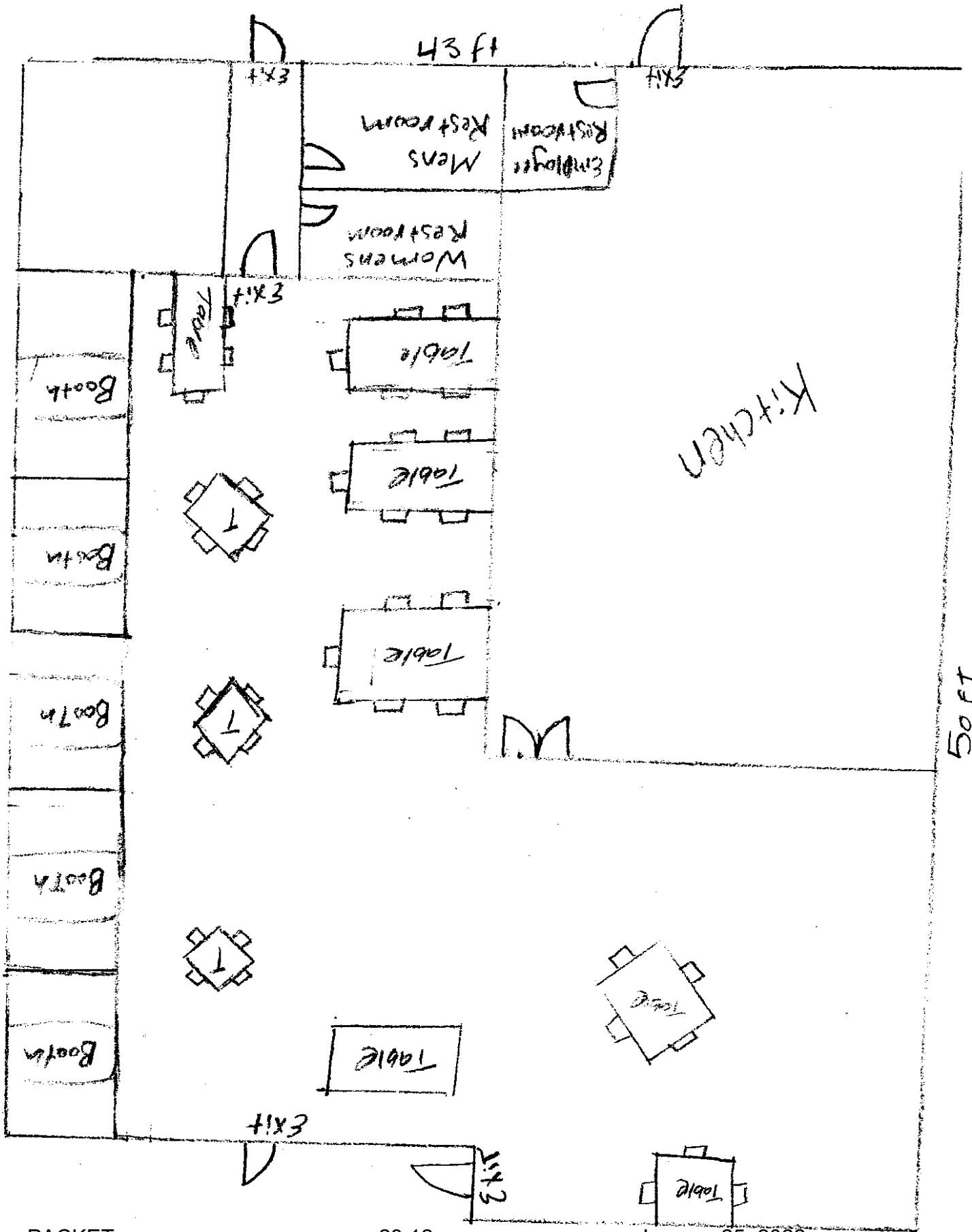
Subscribed and sworn to before me, this 9th day of Nov, 20 21, to certify which witness my hand and seal of office.

DALIA SALINAS
My Notary ID # 128541568
Expires March 9, 2023

Dalia Salinas
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

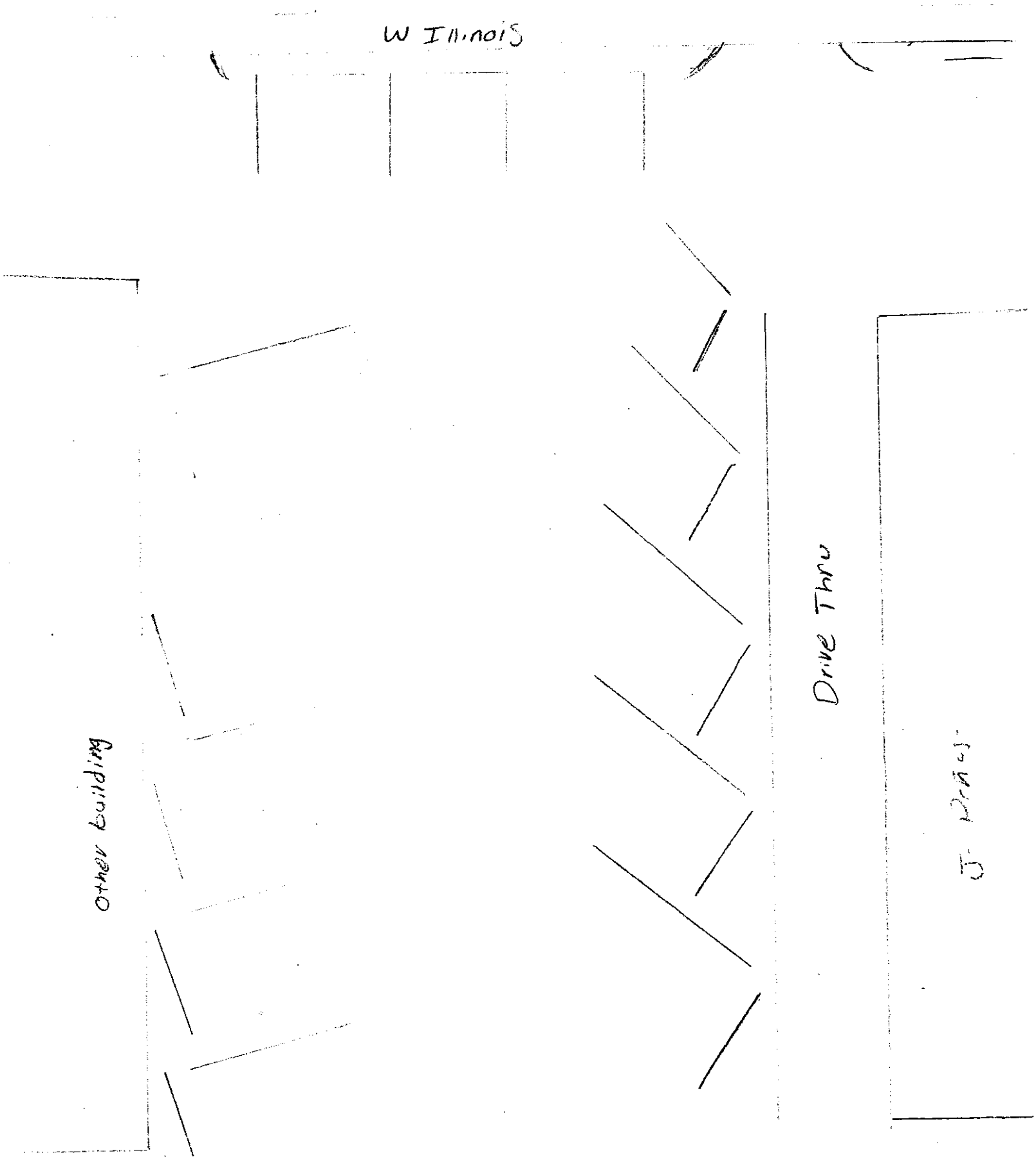
Floor Planing

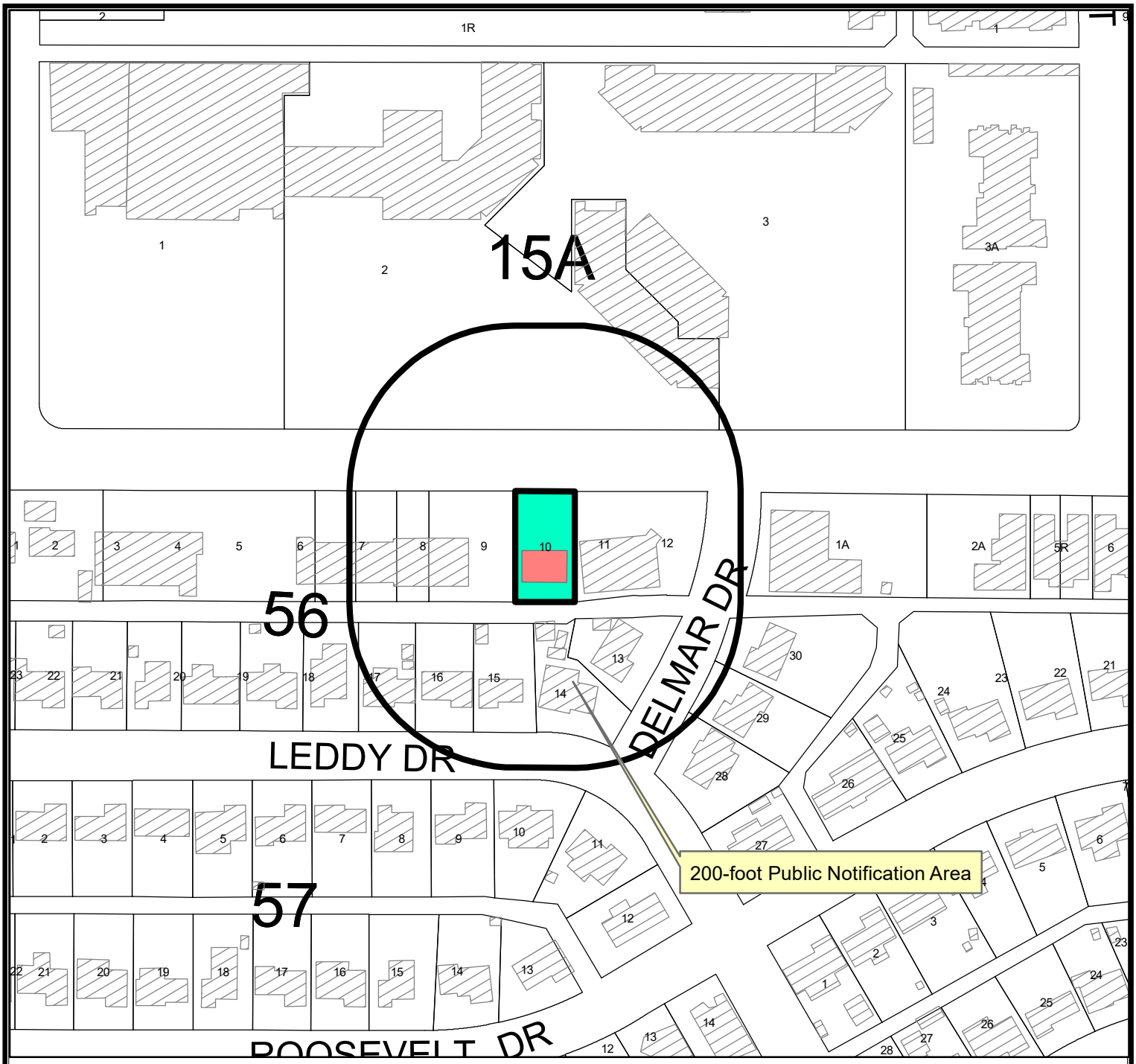

43 ft
50 ft
Exit
Exit
Exit
Exit
Exit
Mens Rest room
Employee Rest room
Womens Rest room
Table
Table
Table
Table
Table
Table
Table
Booth
Booth
Booth

Dementioned site plan



Demensioned site Plan (Additional Parking)





LOCATION MAP

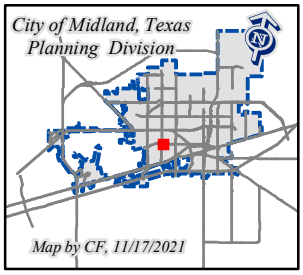
SUD-21-0117 **Scale: 1" = 200'**

Consider a request by J Peno's Cafe for a Specidfic Use Designation with Term, for the sale of all alcoholic beverages on a 2,150 square foot portion of Lot 10, Block 56, Permian Estates, Section 1, City and County of Midland, Texas.

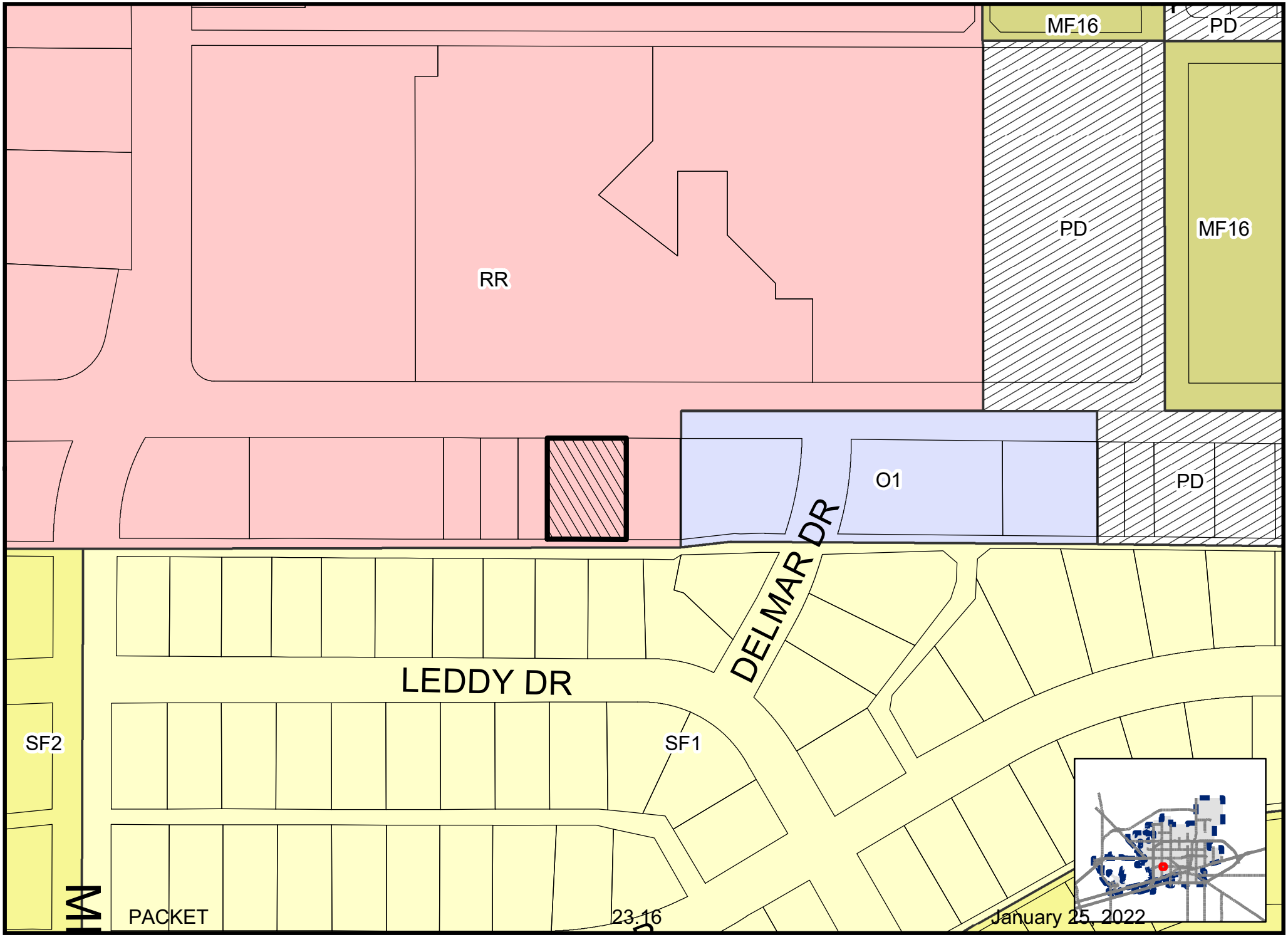
Generally located on the South side of W. Illinois Avenue, approximately 670 feet east of N. Midland Drive - (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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Map By CF, 11/17/2021

SUD-21-0117

Scale: 1" = 200'

ZONING MAP

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pepsi
FAMILY DOLLAR
Rent-A-Center


Westwood
Village


MASSAGE
Peño's
OPEN


Westwood
Village
GOODWILL
FAMILY DOLLAR
SUBWAY
Rent-A-Center
BARBER SHOP
PRATER'S
JEWELRY
RENTAL
CAFE

City Council Meeting

Item Number: 24

Meeting Date: January 11, 2022

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 5,000-SQUARE FOOT PORTION OF LOT 1A, BLOCK 29, HOMESTEAD ADDITION, SECTION 8, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED SOUTHWEST OF THE INTERSECTION OF NORTH COLORADO STREET AND WEST LOUISIANA AVENUE), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Chip Hight, is requesting a Specific Use Designation with term for the sale of alcoholic beverages for on-premises consumption in a restaurant at 3607 N. Colorado Street, Midland, Texas.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Discussion:

Current Zoning:

CB, Central Business District

Surrounding Zoning and Land Use:

This property is located at 607 N. Colorado Street in the CB, Central Business District. To the north, east, south, and west is also zoned CB, Central Business District. The property to the north is an office building. The property to the east is the City of Midland Police Department. The property to the south is a parking lot uses by Midland Police Department. The property to the west is a retail center that has a Subway and The Fuel Bar.

Discussion:

Chip Hight business owner of Hight Hospitality, INC. AKA Mister Chip's Kitchen 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 CB, Central Business District, which allows for the sale and on-premises consumption of alcoholic beverages with the approval of a Specific Use Designation.

Mister Chip's Kitchen is currently not in operation and does not have a specific use designation for the sale of all alcoholic beverages. However, this location previously has an approved SUD that lapsed over a year ago under the business of Basin Burger, ordinance number 9628. The floor plan attached hereto as "Exhibit A" illustrates that the establishment will have a total square footage of 5,000 square feet, with an alcohol serviceable area of 4,386 square feet. The site currently has adequate parking that is being shared with the parking lot to the south and restroom facilities.

The restaurant will have the following hours of operation:

Monday through Sunday: 11:00 a.m. to 2:00 p.m.
and 4:00 p.m. to 10:00 p.m.

The restaurant will have the following hours of alcohol service:

Monday and Saturday: 11:00 a.m. to 12:00 a.m. (midnight)
Sunday: 11:00 a.m. to 10:00p.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 or schools within 300 feet of the property.

This project has been circulated to all City departments for review. Below are the department comments.

Building Code: (Approved with Conditions)

The occupant load passes the threshold for Fire Sprinklers. This is due to the occupant load being larger than 100 patrons for the dining areas. If a fire barrier is erected between the interior dining areas and the outdoor patio seating area, the occupant loads for each area will be less than 100 and will not trigger the need for fire sprinklers. The fire barrier would separate the two spaces into separate fire areas. The barrier must also consider openings such as windows and doors which would also need to be rated.

Oil and Gas: (Approved)

No objections.

Engineering: (Approved)

No objection.

Fire: (Approved)

No objections

Transportation: (Approved with Conditions)

Patio appears to extend into City right-of-way. Separate ROW License required, if so.

No objections to use.

Planning:

The request is in compliance with the *Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to* "Encourage the development of places where Midland residents can gather and socialize to build connections." (Tall City Tomorrow page 137) Mister Chip's Kitchen will create a sophisticated atmosphere where Midland Residents can relax and enjoy drinks with their meal.

This request meets all requirements; therefore, staff recommends approval of a Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to Conditions A through G.

Conditions:

A. **That the alcoholic serviceable area of the restaurant shall be limited to approximately 4,386 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 and Saturday: 11:00 a.m. to 12:00 a.m. (midnight)
Sunday: 11:00 a.m. to 10:00p.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 January 5, 2022, staff has not received any letters of objections.

Attachments:

Application
Floor Plan (Exhibit A)
Site Plan (Exhibit B)
Maps
Ordinance # 9628

Morris Williams Jr.

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 5,000-SQUARE FOOT PORTION OF LOT 1A, BLOCK 29, HOMESTEAD ADDITION, SECTION 8, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED SOUTHWEST OF THE INTERSECTION OF NORTH COLORADO STREET AND WEST LOUISIANA AVENUE), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for a 5,000-square foot portion of Lot 1A, Block 29, Homestead Addition, Section 8, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a restaurant (the "Establishment") for on-premises consumption, together with the uses permitted in the present CB, Central Business District.

SECTION TWO. That the Property shall be subject to the following conditions and

restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 4,386 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday through Saturday from 11:00 a.m. to 12:00 a.m. (midnight); and Sunday from 11:00 a.m. to 10:00 p.m.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2022; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2022, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

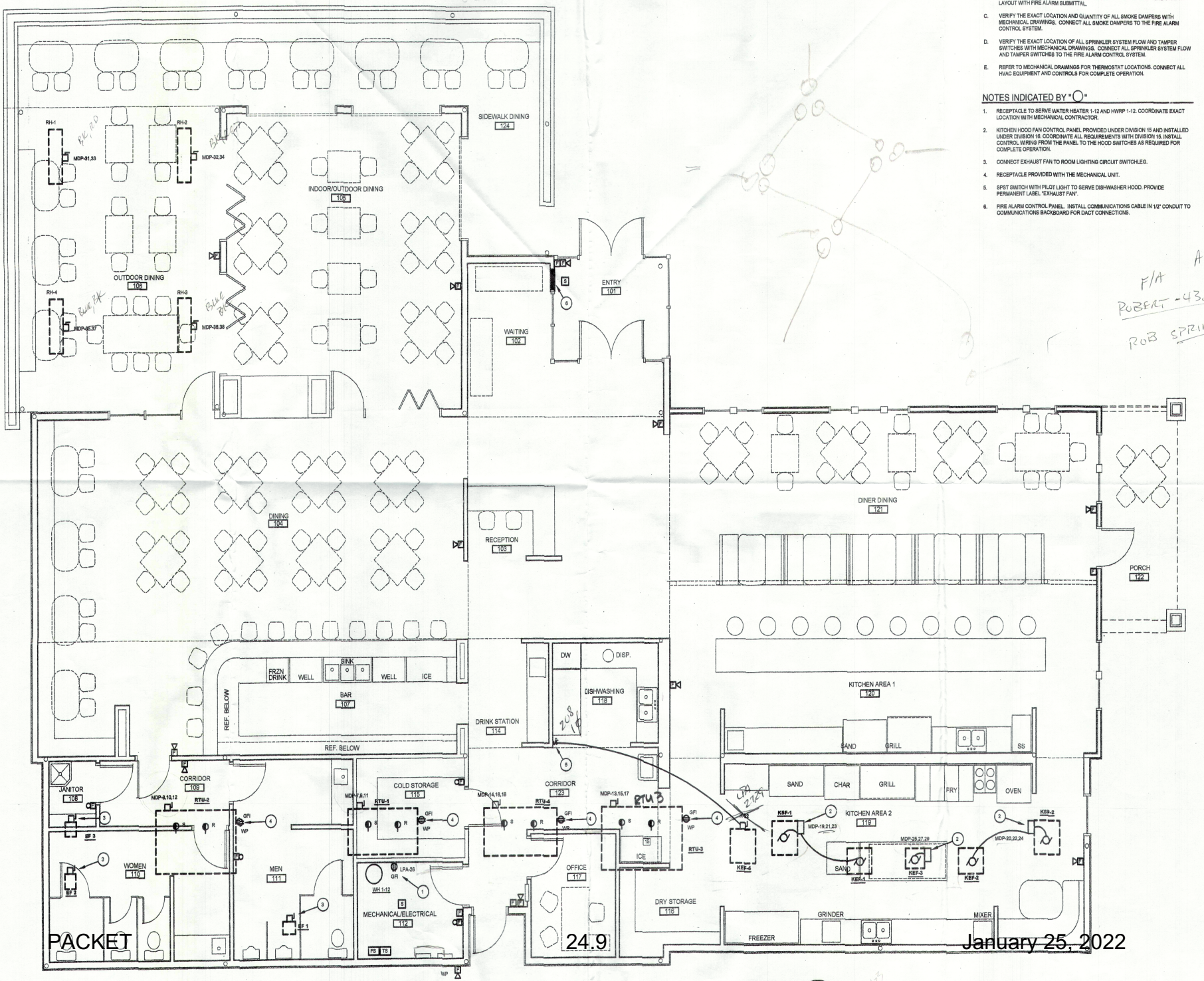
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"



GENERAL NOTES

A. PROVIDE A COMPLETE AND OPERATIONAL FIRE ALARM SYSTEM AS INDICATED ON THE DRAWINGS AND AS DETAILED IN SECTION 16721 OF THE SPECIFICATIONS.

B. PROVIDE ALL FIRE ALARM WIRING IN 3/4" CONDUIT. PROVIDE COMPLETE CONDUIT LAYOUT WITH FIRE ALARM SUBMITTAL.

C. VERIFY THE EXACT LOCATION AND QUANTITY OF ALL SMOKE DAMPERS WITH MECHANICAL DRAWINGS. CONNECT ALL SMOKE DAMPERS TO THE FIRE ALARM CONTROL SYSTEM.

D. VERIFY THE EXACT LOCATION OF ALL SPRINKLER SYSTEM FLOW AND TAMPER SWITCHES WITH MECHANICAL DRAWINGS. CONNECT ALL SPRINKLER SYSTEM FLOW AND TAMPER SWITCHES TO THE FIRE ALARM CONTROL SYSTEM.

E. REFER TO MECHANICAL DRAWINGS FOR THERMOSTAT LOCATIONS. CONNECT ALL HVAC EQUIPMENT AND CONTROLS FOR COMPLETE OPERATION.

NOTES INDICATED BY "○"

1. RECEPTACLE TO SERVE WATER HEATER 1-12 AND HWRP 1-12. COORDINATE EXACT LOCATION WITH MECHANICAL CONTRACTOR.
2. KITCHEN HOOD FAN CONTROL PANEL PROVIDED UNDER DIVISION 15 AND INSTALLED UNDER DIVISION 16. COORDINATE ALL REQUIREMENTS WITH DIVISION 15. INSTALL CONTROL WIRING FROM THE PANEL TO THE HOOD SWITCHES AS REQUIRED FOR COMPLETE OPERATION.
3. CONNECT EXHAUST FAN TO ROOM LIGHTING CIRCUIT SWITCHLEG.
4. RECEPTACLE PROVIDED WITH THE MECHANICAL UNIT.
5. SPST SWITCH WITH PILOT LIGHT TO SERVE DISHWASHER HOOD. PROVIDE PERMANENT LABEL "EXHAUST FAN".
6. FIRE ALARM CONTROL PANEL. INSTALL COMMUNICATIONS CABLE IN 1/2" CONDUIT TO COMMUNICATIONS BACKBOARD FOR DACT CONNECTIONS.

ABCO
F/A
ROBERT - 432-934-1373
ROB SPRINKLER

1 FLOOR PLAN - FIRE ALARM & EQUIPMENT
1/4" = 1'-0"

MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: SUD-21-0122

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: LEONARD (CHIP) HIGHT		Phone (832) 496-2640 Email CHIP@MISTERCHIPSKITCHEN.COM	
Address 206 CLUB DRIVE	City MIDLAND	State TX	Zip 79701

Property Owner A & D ~~ENT~~ ALLIANCE ENERGY MNGMT Printed Name: DUKE EDWARDS / ~~ALAN~~ MANQUEZ		Phone (432) 349 6410 Email	
Address 706 N COLORADO	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: 607 NORTH COLORADO MIDLAND, TX 79701

Business Name: HIGHT HOSPITALITY, INC. dba MISTER CHIP'S KITCHEN

Legal Description
Lot: 1A Block: 29 Subdivision: HOMESTEAD ~~EDIT~~ ADDITION SEC. 8

Current Zoning:

Reason for Request: OPENING NEW RESTAURANT

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: RESTAURANT

Proposed/Current Days and Hours of Operation: MONDAY - SUNDAY
11-2 PM & 4-10:30 PM

Proposed Days and Hours of Alcohol Service: MONDAY - SUNDAY
11-2 PM 4-10:30 PM

Total Square Footage of Business: 5,600

Square Footage of Alcohol Serviceable Area: 4,600

Restroom Fixtures:	*Men*	**Toilets/Urinals:**	1 1 2	**Bathroom Sinks:**	1
	Women	**Toilets:**	3	**Bathroom Sinks:**	1

RECEIVED
DEC 15 2021

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)

RECEIVED
DEC 15 2021
BY:

Signatures

Applicant (signature):	Date: 12/14/21
Applicant (printed): Leonard (CHIP) Hight	
Property Owner (signature):	Date:
Property Owner (printed): Duke Edwards, Pres. White Star Energy Inc	

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 Leonard Hight who, being by me duly sworn, upon oath says: That (s)he is authorized by Duke Edwards, 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 15 day of December, 20 21, to certify which witness my hand and seal of office.

NOTARY PUBLIC STATE OF TEXAS
Ivannia Estela Castro
My Commission Expires
12/11/2023
ID No. 132280743

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

GENERAL NOTES

A. PROVIDE A COMPLETE AND OPERATIONAL FIRE ALARM SYSTEM AS INDICATED ON THE DRAWINGS AND AS DETAILED IN SECTION 16721 OF THE SPECIFICATIONS.

B. PROVIDE ALL FIRE ALARM WIRING IN 3/4" CONDUIT. PROVIDE COMPLETE CONDUIT LAYOUT WITH FIRE ALARM SUBMITTAL.

C. VERIFY THE EXACT LOCATION AND QUANTITY OF ALL SMOKE DAMPERS WITH MECHANICAL DRAWINGS. CONNECT ALL SMOKE DAMPERS TO THE FIRE ALARM CONTROL SYSTEM.

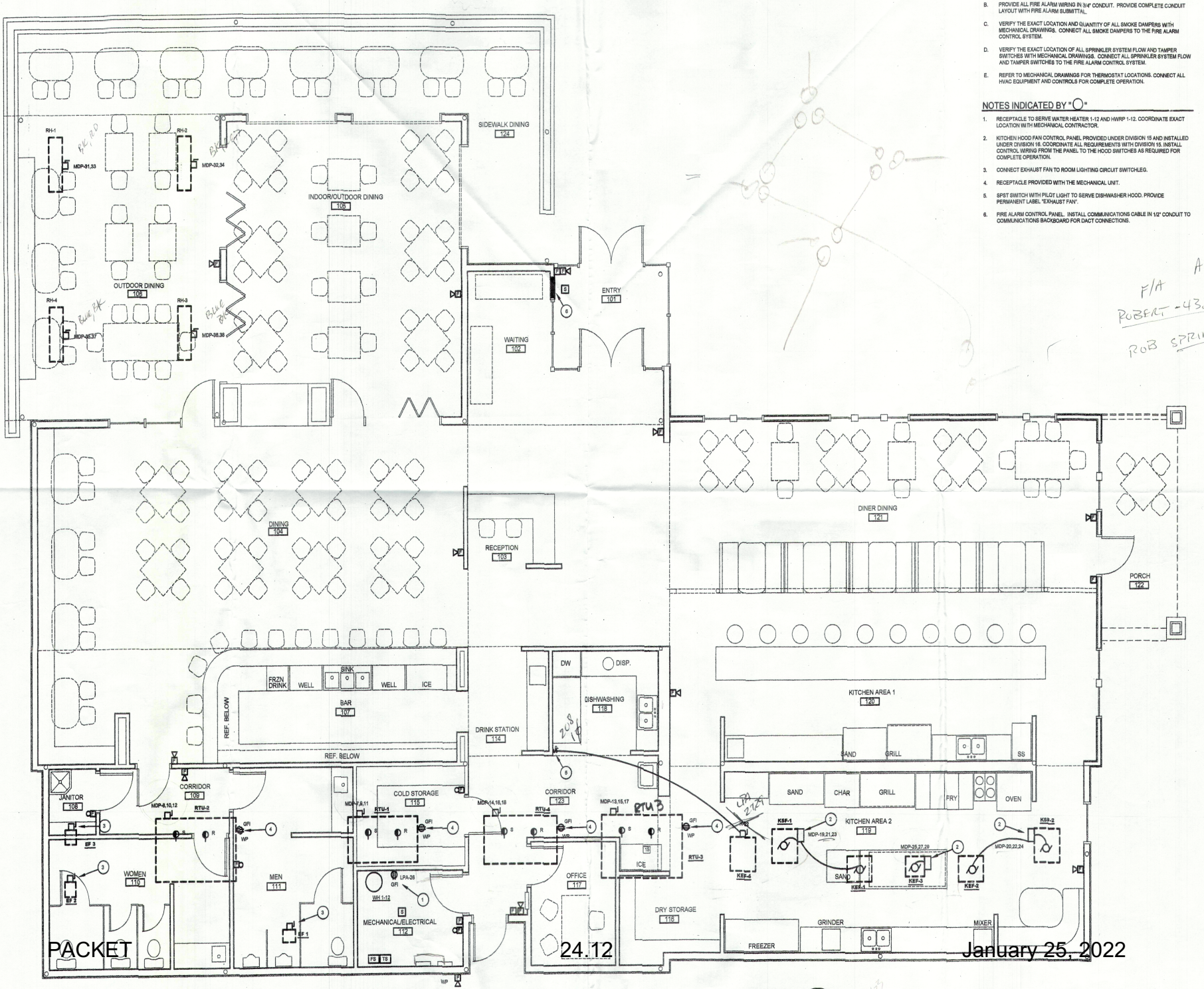
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ABCO
F/A
ROBERT - 432-934-1373
ROB SPRINKLER



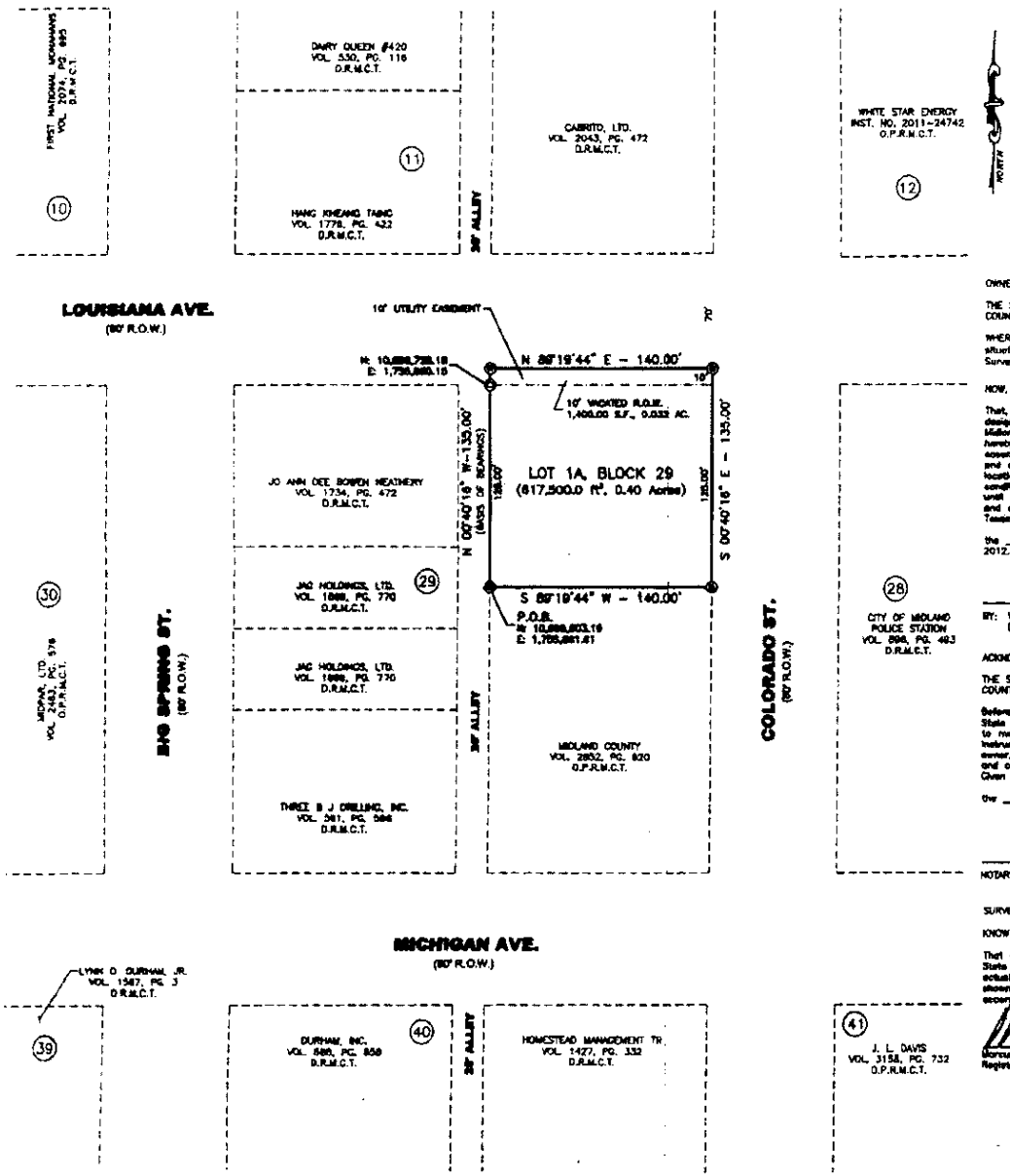
1 FLOOR PLAN - FIRE ALARM & EQUIPMENT
1/4" = 1'-0"

PACKET 24.12 January 25, 2022


1A

HOMESTEAD ADDITION, SECTION 8

BEING A REPLAT OF THE NORTH 125 FEET OF THE EAST HALF OF BLOCK 29, AND THE ADJACENT 10 FEET TO THE NORTH VACATED RIGHT-OF-WAY, BEING A 0.032-ACRE PORTION OF W. LOUISIANA AVE, HOMESTEAD ADDITION, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS



NOTICE:

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) COORDINATES, BEARINGS, DISTANCES AND AREAS SHOWN HEREON ARE LAMBERT GRID AND CONFORM TO THE "TEXAS COORDINATE SYSTEM", TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM 1983.

LEGEND

- ◉ DENOTES SET 1/2-INCH IRON ROD W/"RED PLASTIC CAP MARKED "WEST CO. MIDLAND"
- ⊙ DENOTES FOUND MONUMENT AS NOTED
- ⊗ DENOTES SAW CUT "X"
- DENOTES EASEMENT LINE
- DENOTES BOUNDARY LINE
- P.O.B. DENOTES POINT OF BEGINNING
- D.R.M.C.T. DEED RECORDS, MIDLAND CO., TEXAS
- O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS, MIDLAND CO., TX

OWNER'S CERTIFICATE

THE STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS, I, DUKE EDWARDS, as the record owner of a tract of land situated in the SW/4 of Section 28, Block 39, T-1-S, T&P RR. Co. Survey, County of Midland, and more particularly described HEREON:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, I DUKE EDWARDS, being the owner of the land shown on this plat designated as Homestead Addition, Section 8, 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 thereon; 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 that no construction shall commence on said 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 22 day of May, 2012.

BY: WHITE STAR ENERGY
DUKE EDWARDS, CEO

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 DUKE EDWARDS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act as owner, and that he executed the same as the act for the purposes and consideration therein expressed, and in the capacity therein stated. Given under my hand and seal of office this

the 22 day of May, 2012.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, Marcus L. Hostas, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this plat was prepared from an actual and accurate survey of the land and that the corner monuments shown thereon were properly located under my personal supervision, in accordance with the Subdivision Regulations of the City of Midland, Texas.

Marcus L. Hostas, R.P.L.S.
Registration Number - 5643

STATE OF TEXAS
MARCUS L. HOSTAS
5643
LAND SURVEYOR

UTILITY COMPANY'S CERTIFICATE

This plat has been checked for accessibility of utilities.

ATMOS ENERGY — MARK LIEB — Print Name:
ONCOR ELECTRIC DELIVERY — LUIS R. AGUILAR — Print Name:
SUDDENLINK — Bill Bentley — Print Name:
GRANDE COMMUNICATIONS — Sherry Sanders — Print Name:
AT&T-TEXAS — Enrique E. Mendoza — Print Name:
SWEETWATER UTILITIES — DOUG McGEE — Print Name:

CERTIFICATE OF APPROVAL

This is to certify that the above and foregoing plat of "HOMESTEAD ADDITION, SECTION 8", was approved by the proper action of the Director of Development Services of the City of Midland, Texas on this

the 25 day of MAY, 2012.

SIGNED:
RICKY D. CROWNOVER
DIRECTOR OF DEVELOPMENT SERVICES

OWNER:
DUKE EDWARDS
WHITE STAR ENERGY
P.O. BOX 51108
MIDLAND, TEXAS 79710

WEST COMPANY OF MIDLAND, INC.
ENGINEERS - PLANNERS - SURVEYORS
REGISTRATION: FIRM # 146
110 W. LOUISIANA AVE., SUITE 110
MIDLAND, TEXAS 79701
(432) 687-0865 - FAX (432)682-0866
MAY 2012

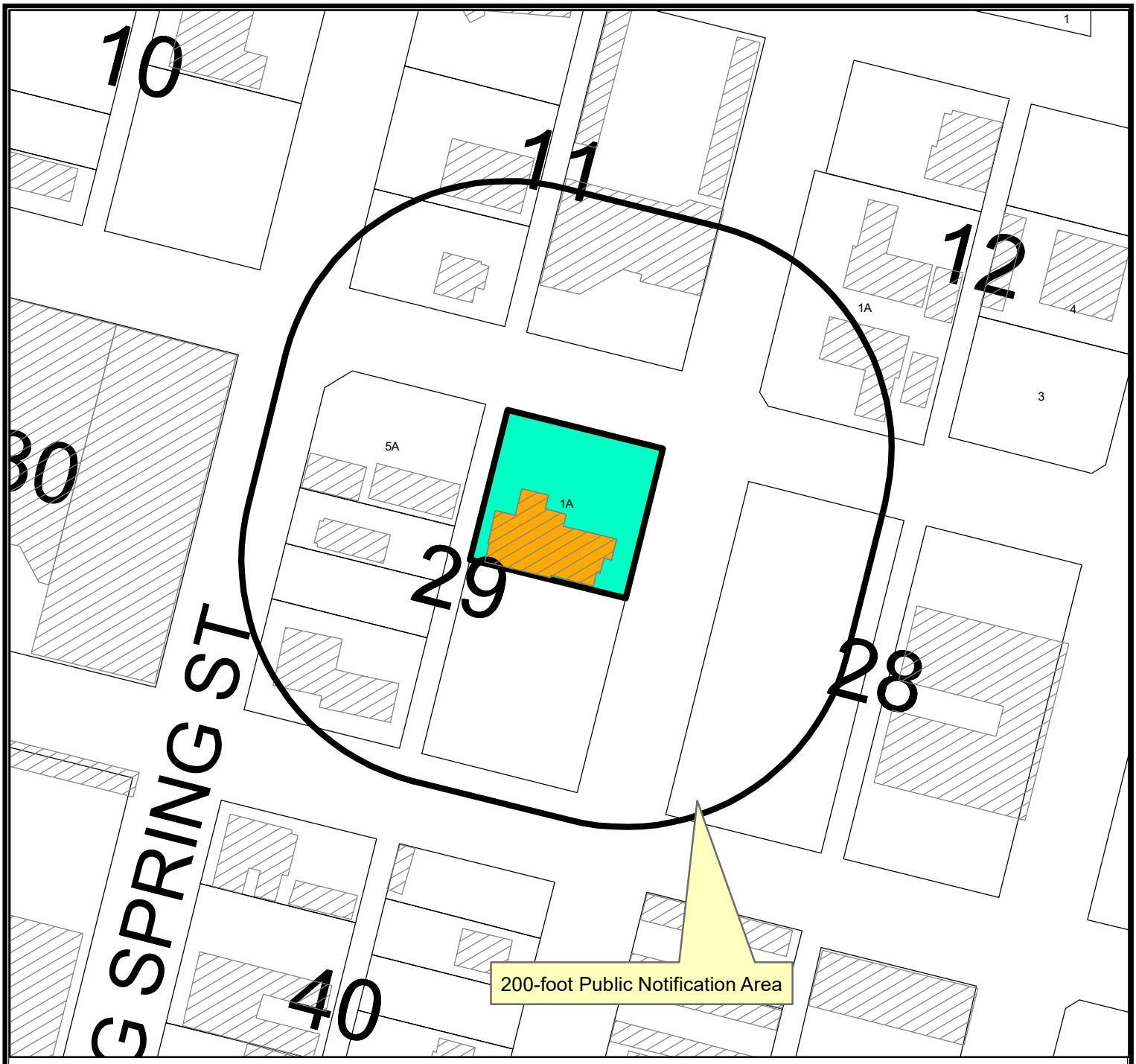
PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS
NO. 2012-19385 CABINET H
8-JUL-2012 AT 1:00

HOMESTEAD ADDITION, SECTION 8

COPYRIGHT 2012 WEST COMPANY OF MIDLAND

P:\VIL DRAWINGS\2012\7012-0333\FINAL PLAT\7012-0333_FINAL PLAT.dwg

January 25, 2013 4:14:47 PM PACKET



LOCATION MAP

SUD-21-0122 **Scale: 1" = 1500'**

Consider a request by Master Chip's Kitchen, for a Specific Use Designation with Term for the sale of all alcoholic beverages for on-premises consumption, in a restaurant, on a 5,000 square foot portion of Lot 1A, Block 29, Homestead Addition, Section 8, City and County of Midland, Texas.

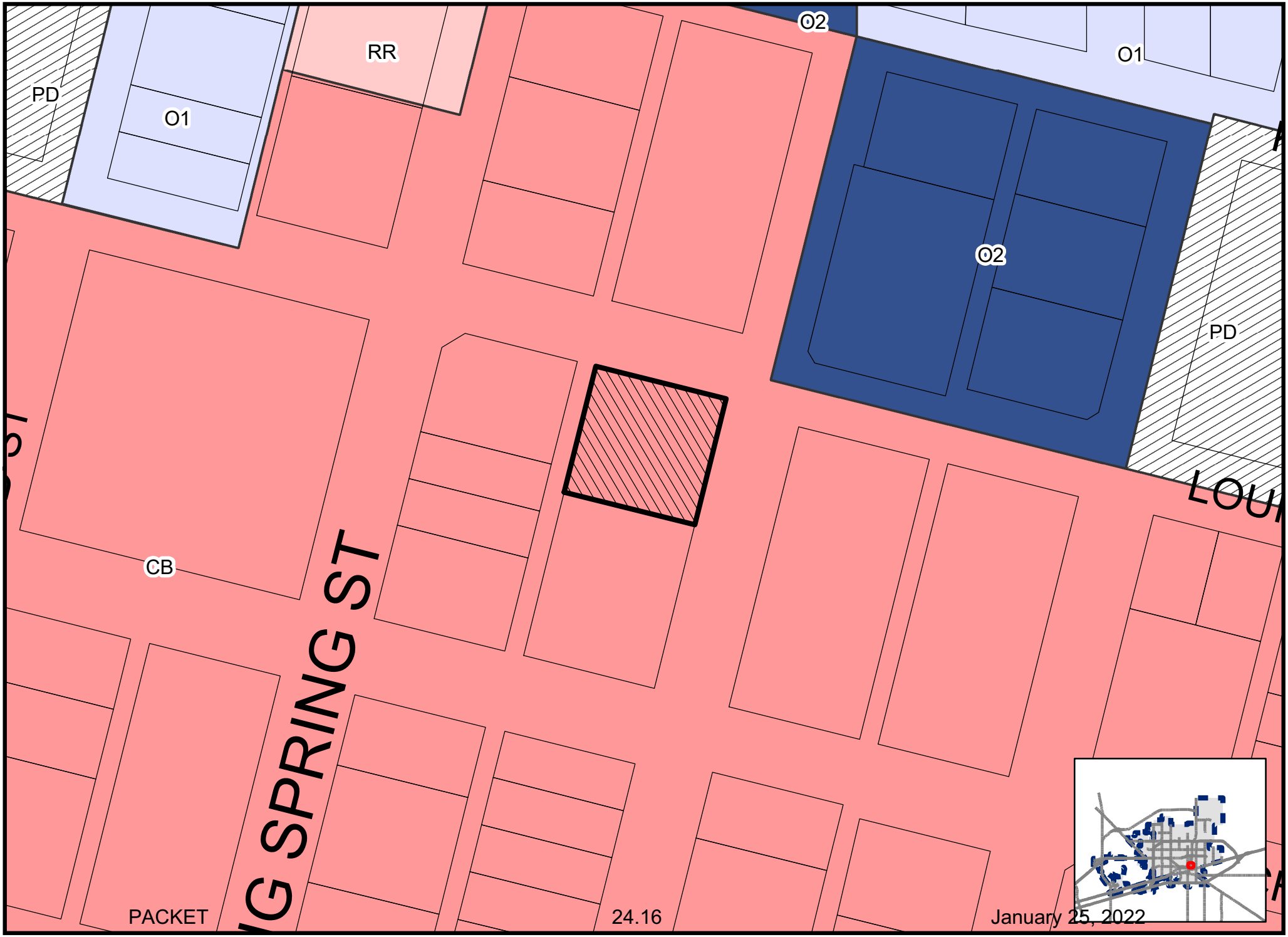
Generally located southwest of the intersection of N. Colorado Street and W. Louisiana Avenue. (Council District 2)

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.



Map By JS, 12/28/2021

SUD-21-0122

Scale: 1" = 1500'

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.




W Louisiana





ORDINANCE NO. 9628

AN ORDINANCE CHANGING THE ZONING USE CLASSIFICATION OF THE PROPERTY DESCRIBED AS LOT 1A, BLOCK 29, HOMESTEAD ADDITION, SECTION 8, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED SOUTHWEST OF THE INTERSECTION OF NORTH COLORADO STREET AND WEST LOUISIANA AVENUE), WHICH IS PRESENTLY ZONED C-1, CENTRAL AREA DISTRICT, BY PERMITTING SAID PROPERTY TO BE USED UNDER A SPECIFIC USE PERMIT WITH TERM FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID PERMIT 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 and the State law with reference to the granting of specific use permits under the zoning ordinance regulations and zoning map, 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 the granting of a Specific Use Permit With Term, set out hereinafter, on the property described in Section One hereof;

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

SECTION ONE. That the zoning use classification of the following described property, which is presently zoned C-1, Central Area District, to-wit:

> Lot 1A, Block 29, Homestead Addition, Section 8, City and County of Midland, Texas;

is hereby changed to permit said property to be used under a Specific Use Permit With Term for the sale of all alcoholic beverages for on-premises consumption in a restaurant, together

with the uses permitted in the present C-1, Central Area District.

SECTION TWO. That said property shall be subject to the following conditions and restrictions:

A. That the serviceable area of the restaurant shall be limited to approximately 4,386 contiguous square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the occupancy of the restaurant shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

C. That the restaurant shall meet all requirements of the Fire Department and the Code Administration Division.

D. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

E. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Sunday from 10:00 a.m. to 12:00 a.m. (midnight).

F. That Ordinance No. 9107 is hereby repealed.

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 10th day of January, A.D., 2017; and passed to second reading on motion of Council member Robnett, seconded by Council member Love, by the following vote:

Council members voting "AYE": Hotchkiss, Love, Morales, Dufford, Robnett

Council members voting "NAY": Sparks, Lacy

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 Love, on the 24th day of January, A.D., 2017, at a regular meeting of the City Council:

Council members voting "AYE": Hotchkiss, Love, Morales, Dufford, Robnett

Council members voting "NAY": Sparks, Lacy

PASSED AND APPROVED THIS 24th day of January, A.D., 2017.

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

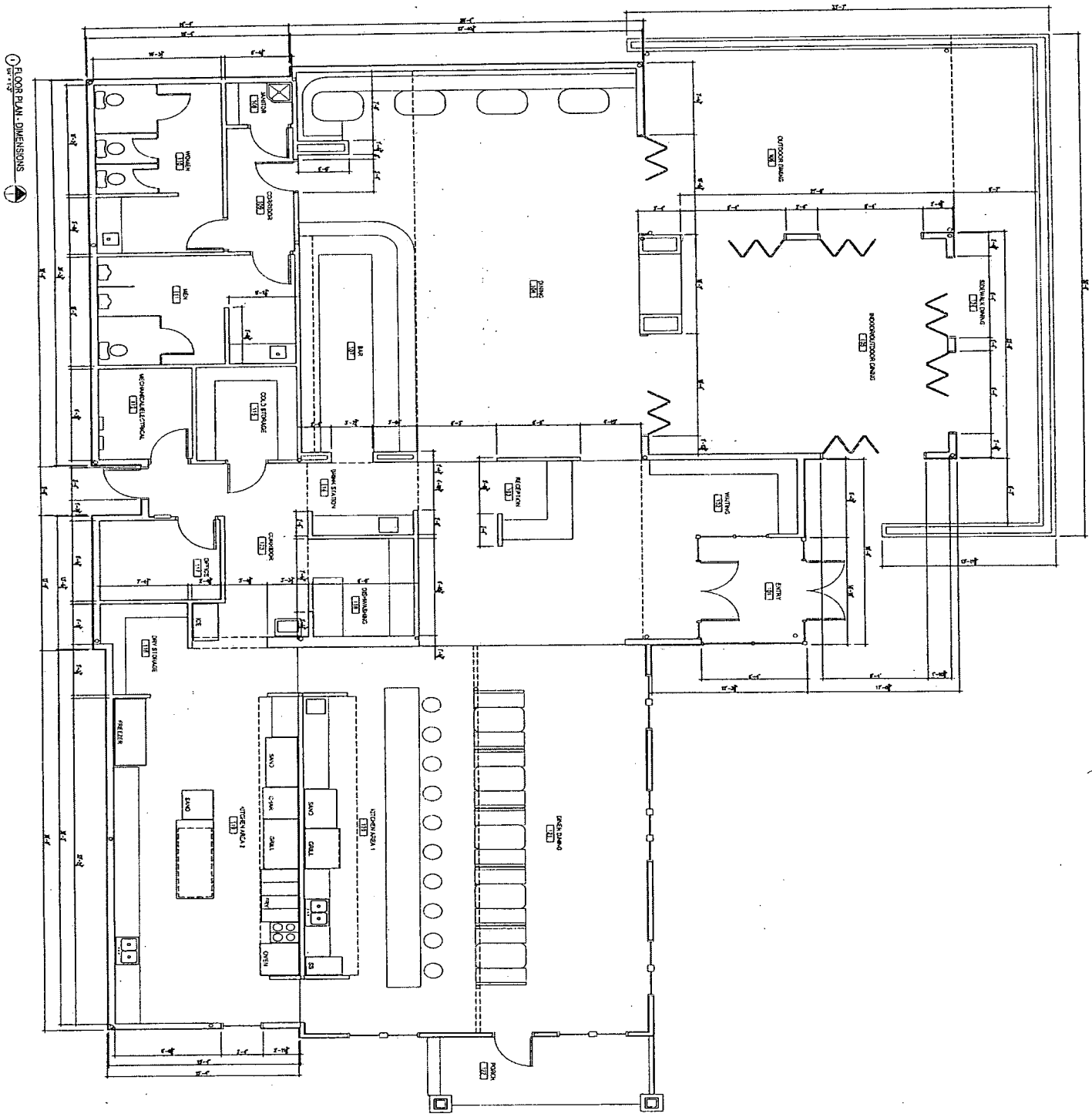


EXHIBIT A

TRAVIS DURHAM ARCHITECT
1306 G West Wall Street
Midland, Texas 79701
P 432.685.3997
F 432.685.0525

BASIN BURGER HOUSE

607 COLORADO AVE.
MIDLAND, TEXAS 79701

RECEIVED
NOV 4 2016
CITY OF MIDLAND
PLANNING DIVISION OFFICE

PROJECT: 1201
DATE: 6-1-12
DRAWN BY: ---
REVISION: ---

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION

A-2

SHEET TITLE:

9628

City Council Agenda

APPROVED

Approved for Agenda:
fsalvato
City Manager's Office

MEETING DATE: 1/24/2017

TO: City Council / City Manager

FROM: Cristina Odenborg, Downtown Development Coordinator

SUBJECT: **Consider an ordinance on second reading on a request by Basin Burger House for a Specific Use Permit with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, on Lot 1A, Block 29, Homestead Addition, Section 8, City and County of Midland, Texas. (Generally located southwest of the intersection of N. Colorado Street and W. Louisiana Avenue. – Council District 2)**

Purpose:

Consider an ordinance on second reading on a request by Basin Burger House for a Specific Use Permit with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The applicant is requesting to amend the Specific Use Permit with Term (SUP) for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant for Basin Burger House.

This property is located at 607 N. Colorado Street in the C-1, Central Area District. To the north, east, south, and west is also zoned C-1, Central Area District. The property to the north is an office building. The property to the east is the City of Midland Police Department. The property to the south is a parking lot. The property to the west is a retail center that has a Subway and Living 360 Organics.

The property is located in the C-1, Central Area District, which allows for the sale of alcoholic beverages for on-premises consumption through a Specific Use Permit with Term.

The floor area of the restaurant is 5,000-square feet, and the serviceable area for alcohol is approximately 4,386-square feet. The applicant is requesting a maximum seating capacity of 250.

Basin Burger House's **hours of operation** are as follows:

Tuesday through Friday from 7:00 a.m. to 10:00 a.m. (Breakfast)

Monday through Thursday from 11:00 a.m. to 9:00 p.m. (Lunch and Dinner)

Friday and Saturday from 11:00 a.m. to 10:00 p.m. (Lunch and Dinner)

Sunday from 9:00 a.m. to 2:00 p.m. (Brunch)

Basin Burger House currently has an active SUP (Ordinance No. 9107), which allows for a maximum occupancy of 250 and alcoholic serviceable hours of 11:00 a.m. to 12:00 a.m. (midnight) for every day of the week; however, the restaurant offers brunch beginning at 9:00 a.m. on Sunday.

In order to conform to the SUP, the applicant is requesting to amend the **serviceable hours for alcohol sales** as follows:

Sunday - Saturday: 9:00 a.m. to 12:00 a.m. (midnight)

However, staff recommends that only the serviceable hours for alcohol sales for Sunday change.

There are no schools or churches located within 300-feet (walking distance) of this site.

This establishment, Basin Burger House, is in compliance with Chapter 7, Goal #3 of the Tall City Tomorrow Comprehensive Plan for Midland's Central Business District. Successful multi-use city centers are an urban lifestyle, and Downtown Midland is working on establishing a greater variety of employment, retail, and entertainment options to offer this type of lifestyle. Since Basin Burger House adds to the variety of restaurant establishments located downtown, this Specific Use Permit with Term is in compliance with the goals and objectives of the Tall City Tomorrow Comprehensive Plan. Furthermore, with the addition of the new convention center, more early morning and late night establishments will be beneficial to the downtown area.

Staff recommends approval of this Specific Use Permit with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to conditions A through F.

The Planning and Zoning Commission recommended approval of this request unanimously at their December 5, 2016 meeting with the condition that only the serviceable hours for alcohol sales on Sunday change to 9:00 a.m. to 12:00 a.m. (midnight). The serviceable hours for alcohol sales from Monday through Saturday will remain the same from 11:00 a.m. to 12:00 a.m. (midnight).

City Council voted to approve this ordinance on first reading with the amendment that the hours of alcohol sales shall be Sunday through Saturday from 10:00 a.m. to 12:00 a.m. (midnight) with a 5-2 vote on January 10, 2017. This ordinance is now ready for consideration on second and final reading.

Letters of Objection:

Staff has not received any letters of objection.

Planning and Zoning Commission

Approved for Agenda:
Jessica Carpenter

MEETING DATE: **12/5/2016**

TO: **PLANNING AND ZONING COMMISSION**

FROM: **Cristina Odenborg, Downtown Development Coordinator**

SUBJECT: **Hold a public hearing and consider a request by Basin Burger House for a Specific Use Permit with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, on Lot 1A, Block 29, Homestead Addition, Section 8, City and County of Midland, Texas. (Generally located southwest of the intersection of N. Colorado Street and W. Louisiana Avenue. – Council District 2)**

Recommended Planning and Zoning Commission Action:

☒ **Approve** ☐ **Deny** ☐ **Direction/Informational**

Details of Request:

The applicant is requesting to amend the Specific Use Permit with Term (SUP) for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant for *Basin Burger House*.

Current Zoning:

C-1, Central Area District.

Surrounding Zoning and Land Use:

This property is located at 607 N. Colorado Street in the C-1, Central Area District. To the north, east, south, and west is also zoned C-1, Central Area District. The property to the north is an office building. The property to the east is the *City of Midland Police Department.* The property to the south is a parking lot.

The property to the west is a retail center that has a *Subway* and *Living 360 Organics.*

Analysis:

The property is located in the C-1, Central Area District, which allows for the sale of alcoholic beverages for on-premises consumption through a Specific Use Permit with Term.

The floor area of the restaurant is 5,000-square feet, and the serviceable area for alcohol is approximately 4,386-square feet. The applicant is requesting a maximum seating capacity of 250.

Basin Burger House's **hours of operation** are as follows:

Tuesday - Friday	7:00 a.m. to 10:00 a.m. (Breakfast)
Monday –Thursday	11:00 a.m. to 9:00 p.m. (Lunch and Dinner)
Friday and Saturday	11:00 a.m. to 10:00 p.m. (Lunch and Dinner)
Sunday	9:00 a.m. to 2:00 p.m. (Brunch)

Basin Burger House currently has an active SUP (Ordinance No. 9107), which allows for a maximum occupancy of 250 and alcoholic serviceable hours of 11:00 a.m. to 12:00 a.m. (midnight) for every day of the week; however, the restaurant offers brunch beginning at 9:00 a.m. on Sunday.

In order to conform to the SUP, the applicant is requesting to amend the **serviceable hours for alcohol sales** as follows:

Sunday - Saturday: 9:00 a.m. to 12:00 a.m. (midnight)

There are no schools or churches located within 300-feet (walking distance) of this site.

This establishment, *Basin Burger House*, is in compliance with Chapter 7, Goal #3 of the Tall City Tomorrow Comprehensive Plan for Midland's Central Business District. Successful multi-use city centers are an urban lifestyle, and Downtown Midland is working on establishing a greater variety of employment, retail, and entertainment options to offer this type of lifestyle. Since *Basin Burger House* adds to the variety of restaurant establishments located downtown, this Specific Use Permit with Term is in compliance with the goals and objectives of the Tall City Tomorrow Comprehensive Plan. Furthermore, with the addition of the new convention center, more early morning and late night establishments will be beneficial to the downtown area.

Staff recommends approval of this Specific Use Permit with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to the conditions listed below.

Engineering & Transportation:

Engineering stated they had no comments regarding the request, and Transportation stated they had no objections to the request.

Public Safety:

Fire stated that they had no concerns or issues with the request.

Code Administration:

Code had no comments regarding the request.

Planning:

Planning reviewed this request according to the City Code.

Conditions:

A. That the serviceable area of the restaurant shall be limited to approximately 4,386-square feet, as shown in Exhibit A, which is attached hereto and incorporated herein

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 the Code Administration Division.

D. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

E. That the days and hours of alcoholic beverage sales and consumption shall be limited to:

Sunday - Saturday: 9:00 a.m. to 12:00 a.m. (midnight)

F. That Ordinance No. 9107 shall be repealed.

Letters of Objection:

As of November 30, 2016, staff has not received any letters of objection.

Attachments:

Application
Maps
Floor Plan (Exhibit A)
Ordinance No. 9107

Case Number: SUP-LU-0054

MIDLAND
Planning Division

APPLICATION FOR A SPECIFIC USE PERMIT WITH TERM FOR THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION

I. APPLICATION

Applicant: BASIN Burgun House (Name) | 432-682-2670 (Phone)
607 N Colorado (Address) | DUKEOFOIL-TEX@MSN.com (Email)

Property Owner: A&D Management (Name) | 432-688-2650 (Phone)
706 N Colorado St (Address) | DUKEOFOIL-TEX@MSN.com (Email)

Operator (if different than the Applicant or Property Owner):
(Name) | (Phone)
(Address) | (Email)

Street Address: 607 N Colorado St.

Legal Description:

If Platted: Lot: 1-A; Block: 29; Subdivision: Homestead Addition

If Unplatted: *Attach Metes & Bounds Description with Surveyor's Seal

Current Zoning: C-1

Reason for Request: change Hours for serving Alcohol to 9:00 AM on Sundays for our brunch Service

Type of Business: Restaurant
(Restaurant, Bar, Lounge, Nightclub, etc.)

Proposed Days and Hours of Alcoholic Beverage Sales: 9:00 12:00 Am

Total Square Footage of Business: 5,000 Square Footage of Area: 5,000

Restroom Fixtures: *Men* Toilets/Urinals 1/3 Bathroom Sinks 1
Women Toilets 3 Bathroom Sinks 1

FOR OFFICE USE ONLY: Maximum Seating Capacity Per City Code: _____

RECEIVED
NOV 4 2016
CITY OF MIDLAND
PLANNING DIVISION

II. FEE & SUBMITTALS

Application Fee ($300.00): $ 300

2 FOLDED Copies of Dimensioned Floor Plan: _____
2 FOLDED Copies of Dimensioned Site Plan: _____
Digital Copies of Floor Plan & Site Plan (PDF & JPEG): _____

III. SIGNATURES

Applicant: _____ Date: 10/31/16
Property Owner: _____ Date: 10/31/16

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 DUKE EDWARDS who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Subscribed and sworn to before me, this 31 day of OCTOBER, 2016, to certify which witness my hand and seal of office.

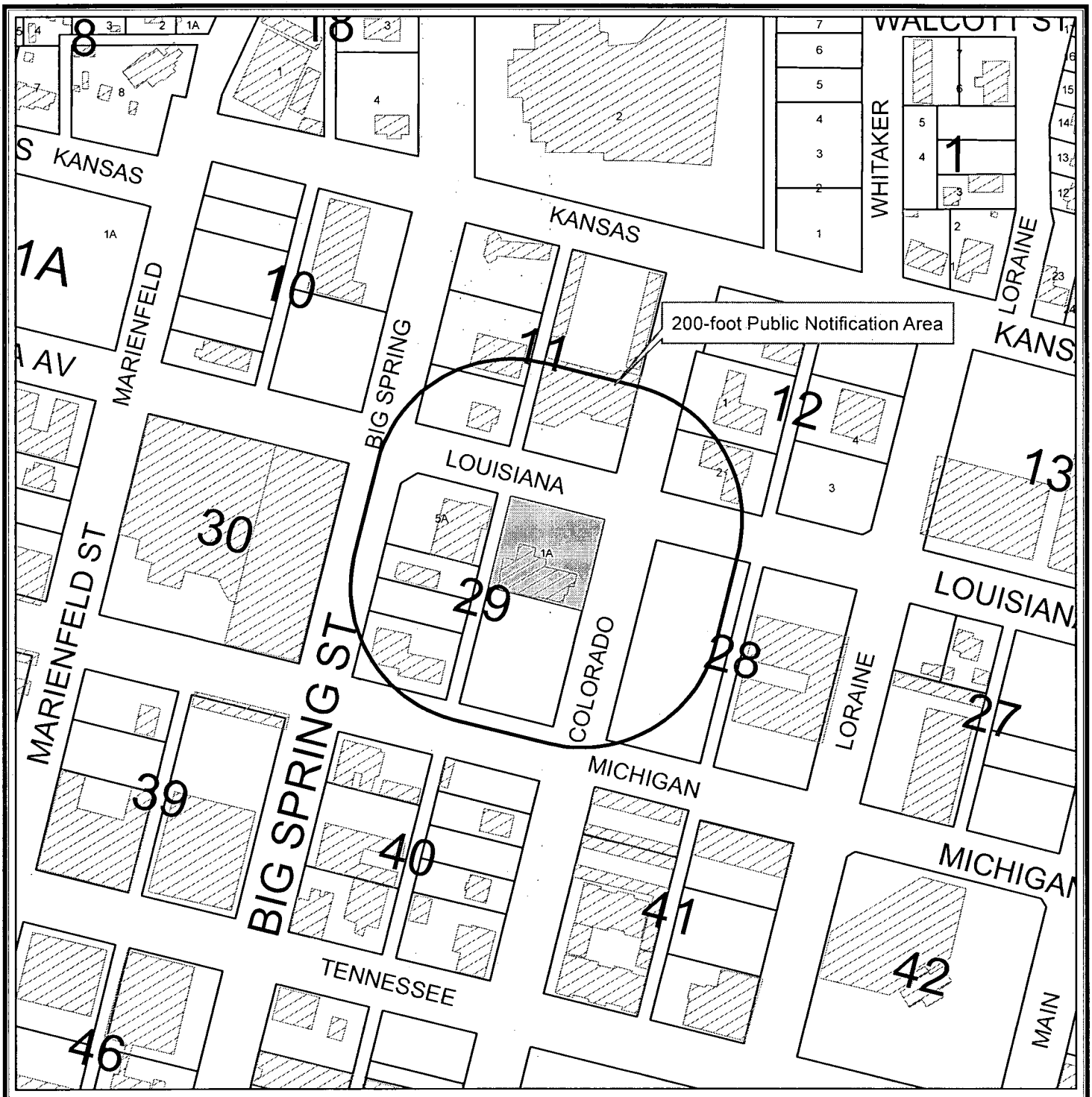
MIRA MARQUEZ
Notary Public, State of Texas
My Commission Expires
August 21, 2018

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY:
Rec'd By: CO Date: 11/4/16
Assigned: _____
For: _____ On: _____

RECEIVED
NOV 4 2016
CITY OF MIDLAND
PLANNING DIVISION OFFICE

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

SUP- 16 - 0056 **Scale: 1" = 200'**

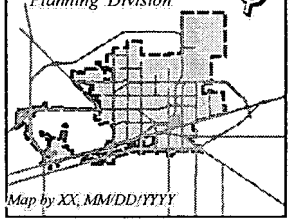
Consider a request by Basin Burger House for a Specific Use Permit with Term for the sale of all alcoholic beverages for on-premises consumption, in a restaurant, on Lot 1A, Block 29, Homestead Addition, Section 8, City and County of Midland, Texas.

Generally located southwest of the intersection of N. Colorado Street and W. Louisiana Avenue. (Council District 2)

LEGEND

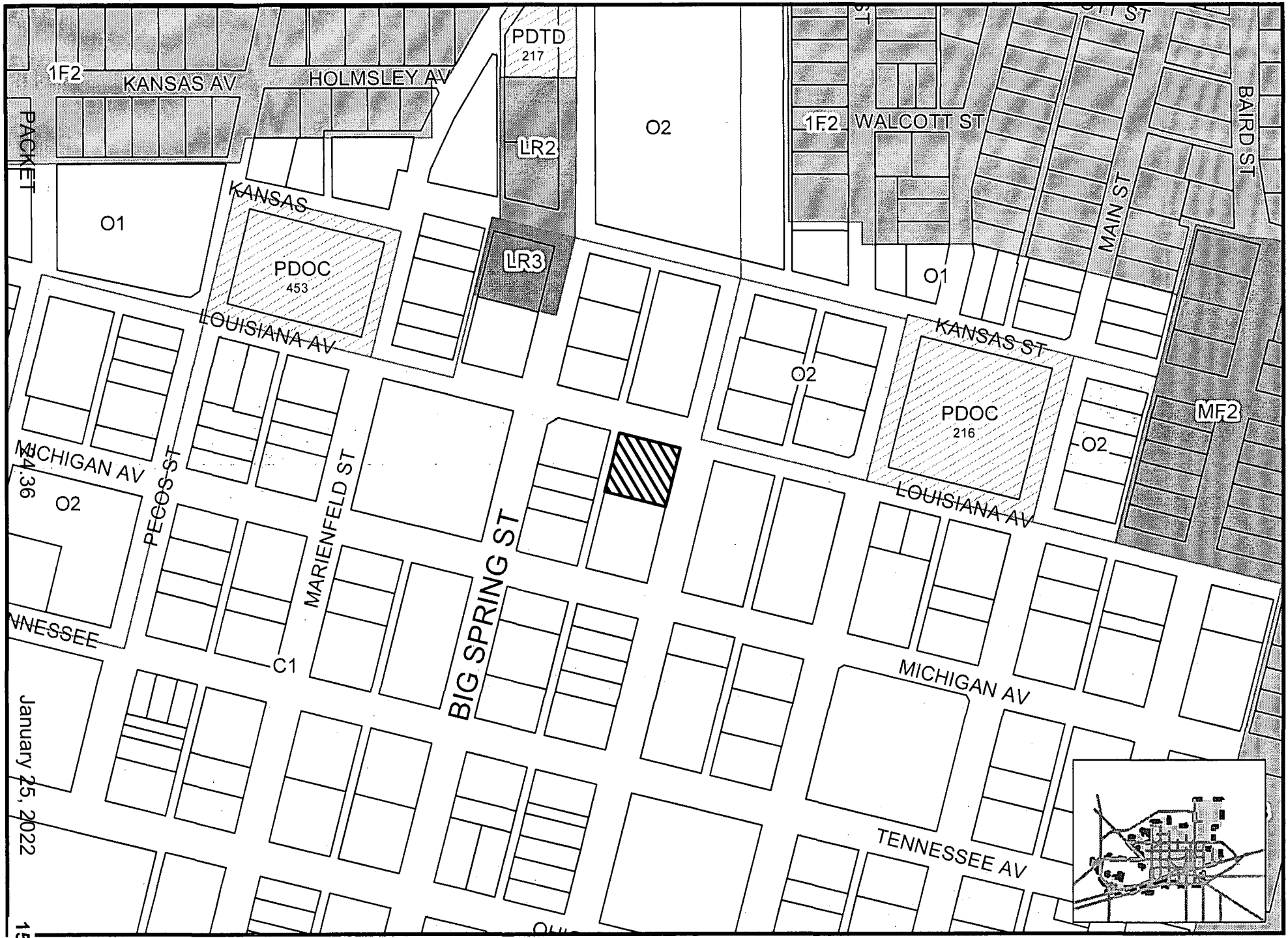
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

City of Midland, Texas
Planning Division



Map by XX, MM/DD/YYYY

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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 WILL NOT BE RESPONSIBLE F... OR OMISSIONS ARISING FROM THE USE OF THIS DATA



up By CO. 11/15/2016

SUP - 16 - 0056

Scale: 1" = 200'

ZONING MAP

© CITY OF MIDLAND - 2016: 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 SOLEY 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. 9107

AN ORDINANCE CHANGING THE ZONING USE CLASSIFICATION OF THE PROPERTY DESCRIBED AS LOT 1A, BLOCK 29, HOMESTEAD ADDITION, SECTION 8, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST LOUISIANA AVENUE AND NORTH COLORADO STREET), WHICH IS PRESENTLY ZONED C-1, CENTRAL AREA DISTRICT, BY PERMITTING SAID PROPERTY TO BE USED UNDER A SPECIFIC USE PERMIT WITH TERM FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID PERMIT 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 and the State law with reference to the granting of specific use permits under the zoning ordinance regulations and zoning map, 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 the granting of a Specific Use Permit With Term, set out hereinafter, on the property described in Section One hereof;

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

SECTION ONE. That the zoning use classification of the following described property, which is presently zoned C-1, Central Area District, to-wit:

Lot 1A, Block 29, Homestead Addition, Section 8, City and County of Midland, Texas;

is hereby changed to permit said property to be used under a Specific Use Permit With Term for the sale of all alcoholic beverages for on-premises consumption in a restaurant, together

with the uses permitted in the present C-1, Central Area District.

SECTION TWO. That said property shall be subject to the following conditions and restrictions:

A. That the alcohol serving area shall be a maximum of 4,100 square feet, and the maximum occupancy shall be 250 persons.

B. That all applicable provisions of the Building Code and Fire Code shall be complied with.

C. That the days and hours of alcoholic beverage sales and consumption shall be allowed on every day of the week, not to exceed the hours of 11:00 a.m. until 12:00 a.m. (Midnight), unless otherwise prohibited by law.

D. That the sale and on-premise consumption of alcoholic beverages shall conform to all applicable laws established by the City of Midland and the State of Texas.

E. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the sale and consumption of alcoholic beverages at the restaurant to ensure that the terms of this permit are satisfied.

F. That the development of a restaurant on this property shall conform to Exhibit "A", which is attached hereto and incorporated herein.

G. That City of Midland Ordinance No. 9043 is hereby repealed.

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 22nd day of January, A.D., 2013; and passed to second reading on motion of Council member Trost, seconded by Council member Sparks, by the following vote:

Council members voting "AYE": Love, Morales, Trost, Perry, Dufford, James, Sparks

Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Trost, seconded by Council member James, on the 12th day of February, A.D., 2013, at a regular meeting of the City Council:

Council members voting "AYE": Love, Morales, Trost, Perry, James, Sparks

Council members voting "NAY": None

PASSED AND APPROVED THIS 12th day of February, A.D., 2013.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

James R. Nichols, Assistant City Attorney

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

TRAVIS
DURHAM ARCHITECT
1306 G West Wall Street
Midland, Texas 79701
P 432.685.3997
F 432.685.0525
BASIN BURGER HOUSE
607 COLORADO AVE.
MIDLAND, TEXAS 79701
PROJECT: 1701
DATE: 5-23-17
DRAWN BY: ---
REVISION: ---
A-2
SHEET TITLE:
RECEIVED
DEC 11
CITY OF MIDLAND
PLANNING DIVISION OFFICE
CASE NO. S12-017
1 FLOOR PLAN

EXHIBIT A

Ord # 9107

City Council Agenda

MIDLAND
Feel the Energy!

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: 2/12/2013

TO: City Council / City Manager

FROM: Cameron Walker, Planning Division Manager

SUBJECT: Consider an ordinance on second reading on a request by Basin Burger House for an amended Specific Use Permit with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, on Lot 1A, Block 29, Homestead Addition, Section 8, City and County of Midland, Texas. (Generally located on the southwest corner of the intersection of W. Louisiana Avenue and N. Colorado Street.)

Purpose:

Consider an ordinance on second reading on a request by Basin Burger House for an amended Specific Use Permit with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, on Lot 1A, Block 29, Homestead Addition, Section 8, City and County of Midland, Texas. No changes have been made to this item since its first reading on January 22, 2013.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

There is no cost to the City associated with approving this request.

Discussion:

Duke Edwards requests to amend the previously approved Specific Use Permit for on-premise consumption of all alcoholic beverages in a restaurant. The City Council approved the applicant's original request on August 14, 2012. Since then, the new construction has been completed with internal design and seating changes that can accommodate 250 patrons throughout a 4,100 square foot area. Mr. Edwards would like to amend the Specific Use Permit to reflect this greater capacity rather than the previous estimate of seating for 175 people in 4,000 square feet of serving area as the current ordinance states. Additionally, Mr. Edwards requests 11:00 a.m. to midnight operating hours for all days of the week. This request would extend the approved Sunday through Thursday closing time by one hour (Fridays & Saturdays already being approved for midnight closing). Being a C-1, Central Area District, there are no established off-street parking requirements. With the original site plan remaining consistent, this change is essentially one of recognizing greater seating capacity post-construction with a slightly modified floor layout. Staff concurs with the Planning and Zoning Commission approval based on the assessment that the request for amending preconstruction capacity estimates is reasonable and the operation hours request is minor.

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING USE CLASSIFICATION OF THE PROPERTY DESCRIBED AS LOT 1A, BLOCK 29, HOMESTEAD ADDITION, SECTION 8, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST LOUISIANA AVENUE AND NORTH COLORADO STREET), WHICH IS PRESENTLY ZONED C-1, CENTRAL AREA DISTRICT, BY PERMITTING SAID PROPERTY TO BE USED UNDER A SPECIFIC USE PERMIT WITH TERM FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID PERMIT 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 and the State law with reference to the granting of specific use permits under the zoning ordinance regulations and zoning map, 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 the granting of a Specific Use Permit With Term, set out hereinafter, on the property described in Section One hereof;

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

SECTION ONE. That the zoning use classification of the following described property, which is presently zoned C-1, Central Area District, to-wit:

Lot 1A, Block 29, Homestead Addition, Section 8, City and County of Midland, Texas;

is hereby changed to permit said property to be used under a Specific Use Permit With Term for the sale of all alcoholic beverages for on-premises consumption in a restaurant, together

with the uses permitted in the present C-1, Central Area District.

SECTION TWO. That said property shall be subject to the following conditions and restrictions:

A. That the alcohol serving area shall be a maximum of 4,100 square feet, and the maximum occupancy shall be 250 persons.

B. That all applicable provisions of the Building Code and Fire Code shall be complied with.

C. That the days and hours of alcoholic beverage sales and consumption shall be allowed on every day of the week, not to exceed the hours of 11:00 a.m. until 12:00 a.m. (Midnight), unless otherwise prohibited by law.

D. That the sale and on-premise consumption of alcoholic beverages shall conform to all applicable laws established by the City of Midland and the State of Texas.

E. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the sale and consumption of alcoholic beverages at the restaurant to ensure that the terms of this permit are satisfied.

F. That the development of a restaurant on this property shall conform to Exhibit "A", which is attached hereto and incorporated herein.

G. That City of Midland Ordinance No. 9043 is hereby repealed.

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., 2013; 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., 2013, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2013.

_____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
James R. Nichols, Assistant City Attorney

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

PLANNING AND ZONING COMMISSION

January 14, 2013

CASE: S-12-017.

REQUEST: Hold a public hearing and consider a request for an Amended Specific Use Permit with Term for on-premise consumption of all alcoholic beverages in a restaurant.

APPLICANT: Basin Burger House, LLC.

OWNER: Duke Edwards.

LEGAL DESCRIPTION: Lot 1A, Block 29, Homestead Addition, Section 8, City and County of Midland, Texas.

LOCATION: Generally located on the southwest corner of the intersection of W. Louisiana Avenue and N. Colorado Street.

CURRENT ZONING: C-1, Central Area District.

DETAILS OF REQUEST:

1. The applicant requests to amend the previously approved Specific Use Permit for on-premise consumption of all alcoholic beverages in a restaurant. The City Council approved the applicant's original request on August 14, 2012. Since that date, the construction of the restaurant has been completed with internal design and seating changes that can accommodate 250 patrons in 4,100 square feet of space. Mr. Edwards would like to amend the Specific Use Permit to reflect this greater capacity rather than the previous estimate of seating for 175 people in 4,000 square feet of serving area as the current ordinance states. Additionally, Mr. Edwards requests 11:00 a.m. to midnight operating hours for all days of the week. This request would extend the approved Sunday through Thursday closing time by one hour (Fridays & Saturdays already being approved for midnight closing).

SURROUNDING ZONING AND LAND USE:

2. The restaurant and most of the surrounding area is zoned C-1, Central Area District. Just west of this is the Subway restaurant located on Big Spring Street. To the south is large parking lot, to the east is the police station, and to the north is an office building. To the immediate northeast is a vacant lot in an O-2, Office District.

ANALYSIS:

3. This request to amend the Specific Use Permit for on-premise consumption is primarily one of recognizing greater seating capacity post-construction with a slightly modified floor layout. The overall building size has not been discernibly changed and the parking remains the same; however, there are no minimum parking spaces required in the C-1, Central Area District. Staff concurs that the request for amending preconstruction capacity estimates is reasonable and the operation hours request is minor.

STAFF RECOMMENDATION:

Staff recommends approval of this request for an Amended Specific Use Permit with Term for the sale and on-premise consumption of alcoholic beverages in a restaurant, subject to the following conditions:

A. That the maximum area of the alcohol serving area shall be 4,100 square feet and the occupancy shall be 250 persons;

B. All applicable Building and Fire Codes must be maintained;

C. That the days and hours of alcoholic beverage sales and consumption shall not exceed the following: All days of the week 11:00 a.m. to midnight;

D. That the operation of the Lounge shall conform to all laws established by the City of Midland and the State of Texas;

E. Ordinance 9043 is repealed by this action.

Cameron Walker, AICP
Planning Division Manager
Department of Development Services

Ken Van Dyne, Senior Planner
Department of Development Services

Attachments:

Application
Exhibit A – Floor Plan
Maps

Case Number: S-12-017

CITY OF MIDLAND
Planning Division

APPLICATION FOR A SPECIFIC USE PERMIT WITH TERM FOR THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION

Basin Burger House — 432-688-2650
Applicant Name — Phone/e-mail

607 N Colorado — 79701
Address — Zip Code

ADD ~~Holdings~~ Alliance — 432-688-2650
Property Owner Name — Phone/e-mail

Box 5110 — 79710
Address — Zip Code

Operator (if different from Applicant or Property Owner) — Phone/e-mail

Address — Zip Code

Type of Business: Restaurant, Bar
(Restaurant, Bar, Lounge, Nightclub, etc.)

Street address and Legal Description of property on which SUP is desired (complete Lot, Block, and Subdivision, name, or if unplatted, attach a Metes and Bounds description with surveyor's seal.)
607 N Colorado Lot 1A Block 29 Homestead Addition

Current Zoning: C-1

Max. Floor Area: ~~5,200~~ 4,100 sf Seating Capacity: ~~215~~ 250

Proposed hours and days of alcoholic beverage sales: 11Am to 12 Midnight Mon - Sunday - 7 Days

Reason for request:

REQUIRED SUBMITTALS

1. Application fee: $300 ✓.

2. Site plan – 16 copies (FOLDED) ____.
3. On a CD in .pdf and .jpg digital format ____.

SIGNATURES:

Applicant: _____ Date: 12-11-12

Property Owner: _____ Date: 12-11-12

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 Duke Edwards who, being by me duly sworn, upon oath says: That (s)he is authorized by A&D Alliance, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

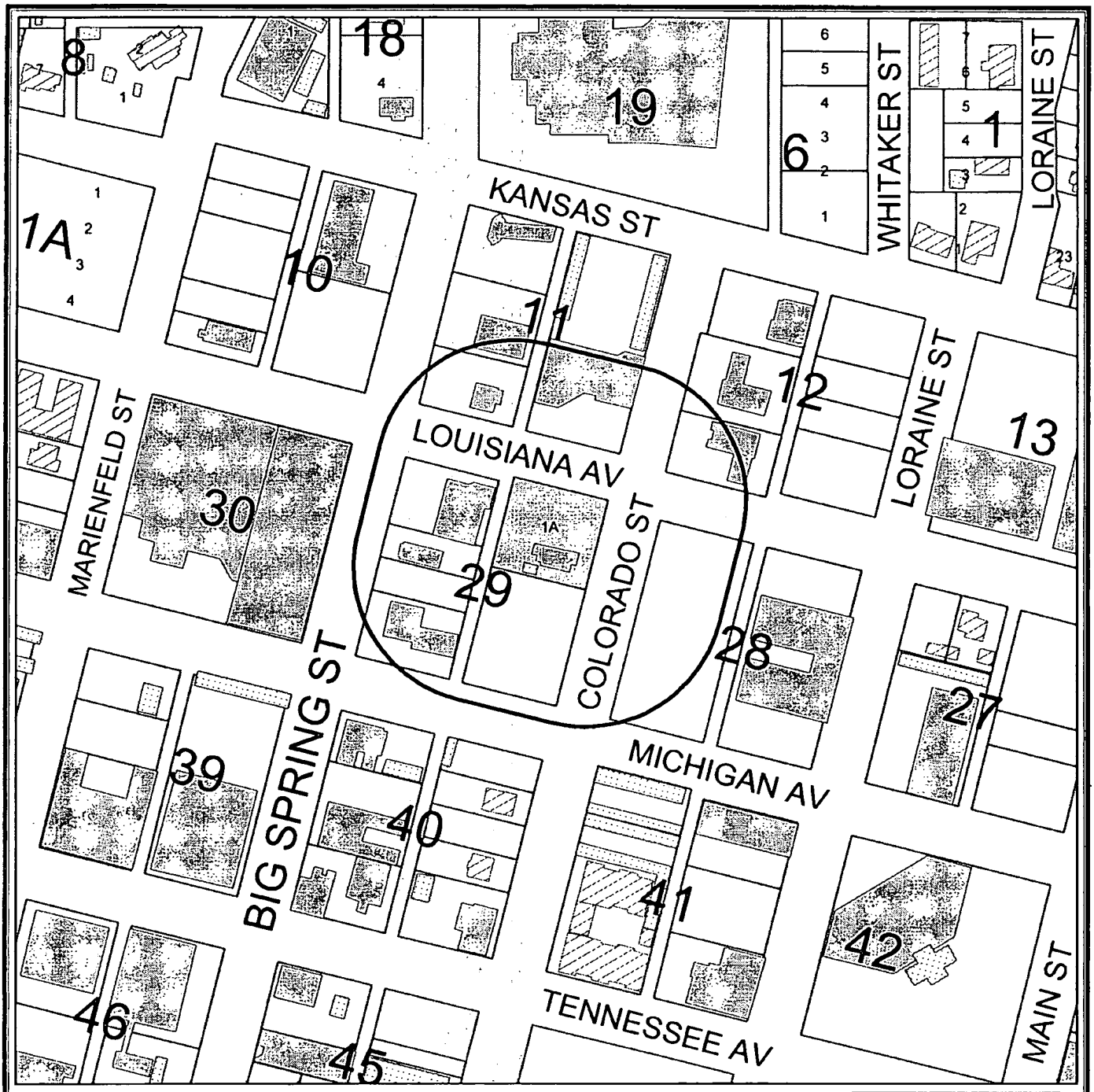
Subscribed and sworn to before me, this 11 day of Dec, 2012, to certify which witness my hand and seal of office.

Alice Lauraine Keller
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

ALICE LAURAINE KELLER
Notary Public, State of Texas
My Commission Expires
May 18, 2016

FOR OFFICE USE ONLY
Rec'd By: KS Date: 12/11/12
Assigned: _____
For: _____ On: _____

****Application will not be considered for scheduling until reviewed by a planner.****



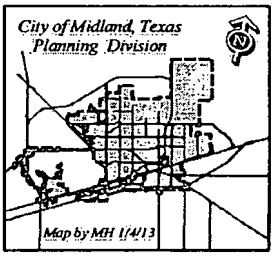
PROPERTY OWNER NOTIFICATION MAP

S - 12 - 017 **Scale: 1" = 200'**

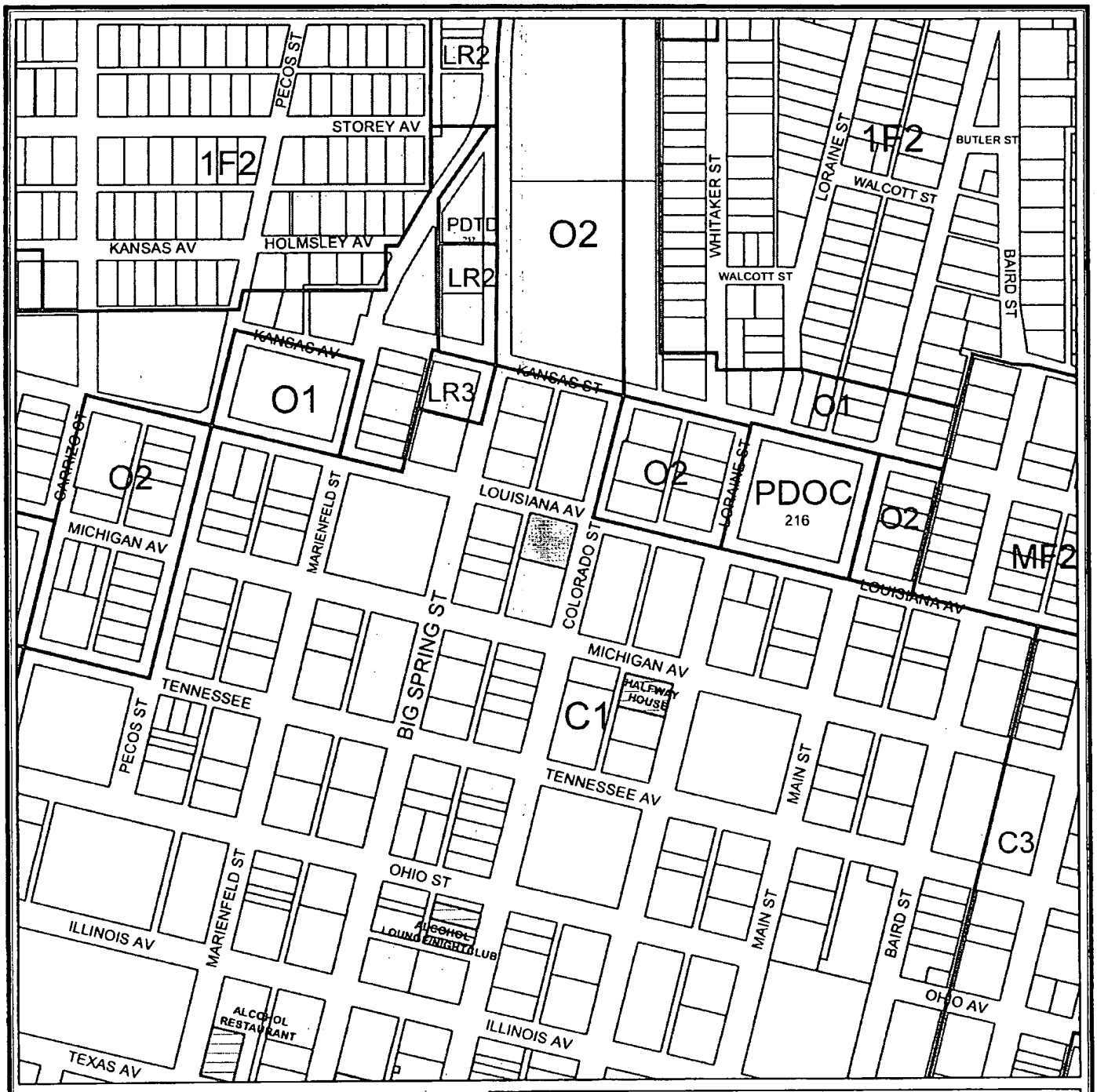
Consider a request for an Amended Specific Use Permit With Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, on Lot 1A, Block 29, Homestead Addition, Section 8, City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- CITY PARCEL
- PUBLIC BLDGS
- ACCESSORY BLDGS



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ZONING MAP

S - 12 - 017 **Scale: 1" = 400'**

Consider a request for an Amended Specific Use Permit With Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, on Lot 1A, Block 29, Homestead Addition, Section 8, City and County of Midland, Texas.

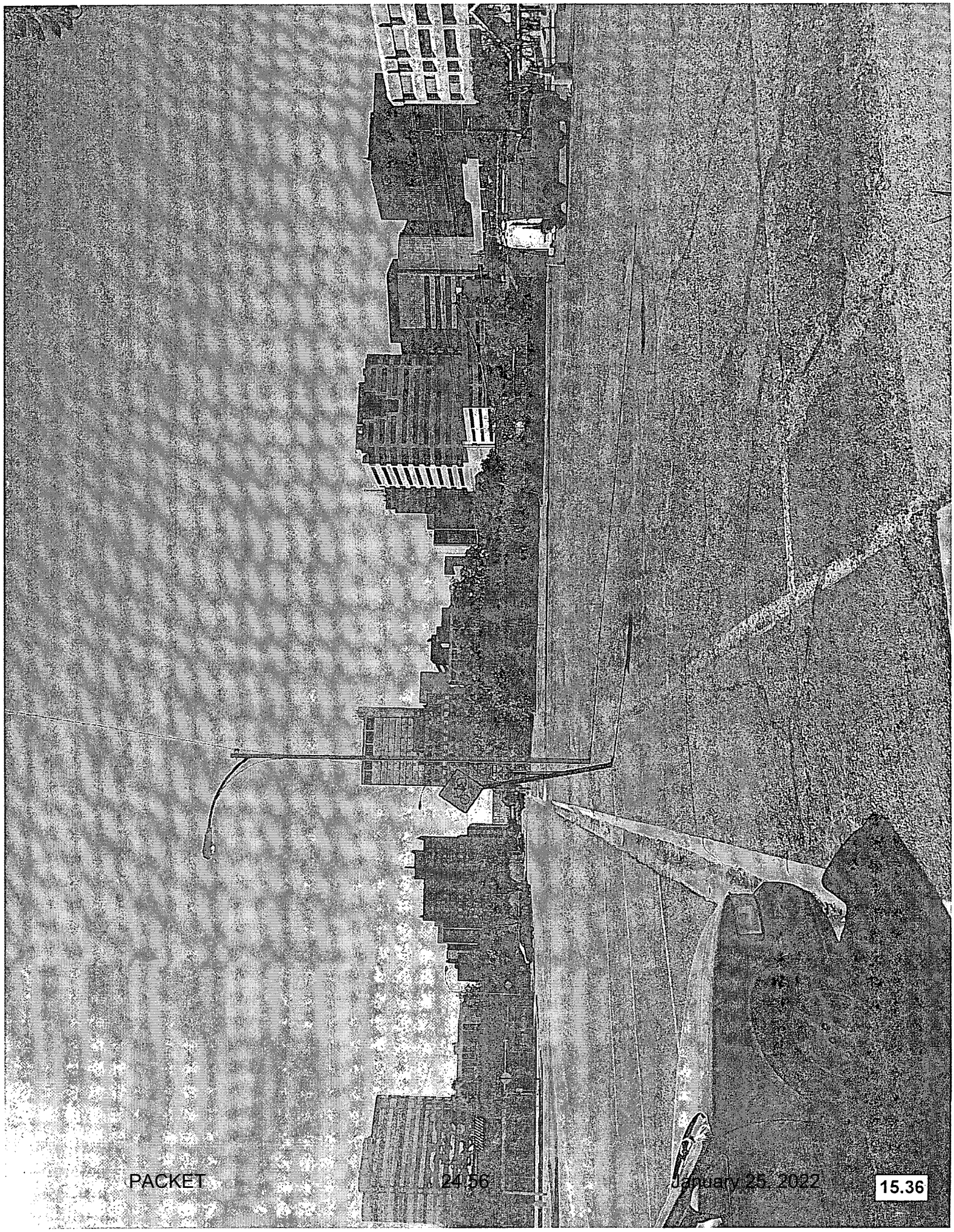
LEGEND

ZONING | PARCELS | SPECIFIC USE PERMITS

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
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2 ,LR3	LOCAL 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 Council Meeting

Item Number: 25

Meeting Date: January 11, 2022

To: City Council / City Manager

From: Gabe McClelland,

Subject: AN ORDINANCE AMENDING TITLE XI, "PLANNING AND DEVELOPMENT", CHAPTER 3, "FLOOD DAMAGE PREVENTION CODE", SO AS TO REVISE CERTAIN STANDARDS FOR CONSTRUCTION IN FLOOD HAZARD AREAS WITHIN THE CITY OF MIDLAND; SETTING FORTH VARIANCE AND APPEAL PROCEDURES; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND ORDERING PUBLICATION (DISTRICT: ALL) (ENGINEERING SERVICES)

Purpose:

Consider an ordinance amending Title XI, "Planning and Development", Chapter 3, "Flood Damage Prevention Code", so as to revise certain standards for construction in flood hazard areas within the City of Midland; setting forth variance and appeal procedures; providing for a maximum penalty or fine of two thousand dollars ($2,000.00); containing a cumulative clause; containing a savings and severability clause; and ordering publication.

Recommended City Council Action:

Approve

Fiscal Impact:

None

Discussion:

In 1990, the Federal Emergency Management Agency (FEMA) launched the Community Rating System (CRS). CRS is a part of the National Flood Insurance Program (NFIP) and awards discounts on flood insurance premiums based on communities' efforts to mitigate flood

damage. The CRS program is administered by the Insurance Services Office (ISO).

While meeting with the ISO's regional CRS Specialist, the City of Midland's Engineering staff learned that the City's Flood Damage Prevention Code should be amended to better address the construction of mechanical items (heating, ventilation, plumbing, air conditioning equipment, etc.). The NFIP's State Coordinator and the ISO's regional CRS Specialist provided a model ordinance for our possible use.

The proposed amendment has been approved by the Texas Water Development Board and the City of Midland's Development Services Department. In addition, this proposed amendment will help the City of Midland achieve a better CRS score and improve our chances of maximizing the possibility of flood insurance discounts. Therefore, for the reasons listed above, City of Midland Engineering Department recommends approval of the proposed amendment to Title XI, "Planning and Development", Chapter 3, Flood Damage Prevention Code".

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE XI, "PLANNING AND DEVELOPMENT", CHAPTER 3, "FLOOD DAMAGE PREVENTION CODE", SO AS TO REVISE CERTAIN STANDARDS FOR CONSTRUCTION IN FLOOD HAZARD AREAS WITHIN THE CITY OF MIDLAND; SETTING FORTH VARIANCE AND APPEAL PROCEDURES; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND ORDERING PUBLICATION

WHEREAS, the City Council finds it to be in the public interest to make certain amendments to the Midland City Code regarding the regulation of flood hazard areas; and

WHEREAS, in Section 16.315 of the Texas Water Code, the Legislature of the State of Texas has authorized all political subdivisions to take all necessary and reasonable actions that are not less stringent than the requirements and criteria of the National Flood Insurance Program in order to minimize flood losses; and

WHEREAS, the City Council finds that flood hazard areas within the City of Midland are subject to periodic inundation, which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare; and

WHEREAS, the City Council finds that flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed, or otherwise protected from flood damage; and

WHEREAS, the City Council finds that the public health, safety, and general welfare will be best served by such amendments;

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

SECTION ONE. That the recitals stated above are hereby adopted, approved, and incorporated herein for all purposes.

SECTION TWO. That the Midland City Code Title XI, "Planning and Development", Chapter 3, "Flood Damage Prevention Code", shall hereby be amended to read in its entirety as follows:

11-3-1. DEFINITIONS.

Unless specifically defined below, words or phrases used in this Chapter shall be interpreted to give them the meaning they have in common usage and to give this Chapter its most reasonable application.

Alluvial fan flooding: Flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

Apex: A point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

Appurtenant structure: A structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

Area of future conditions flood hazard: The land area that would be inundated by the 1-percent-annual chance (100 year) flood based on future conditions hydrology.

Area of shallow flooding: A designated AO, AH, AR/AO, AR/AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a 1 percent or greater annual chance of flooding to an average depth of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of special flood hazard: The land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood Hazard Boundary Map (FHBM). After detailed rate-making has been completed in preparation for publication of the Flood Insurance Rate Map (FIRM), Zone A usually is refined into Zones A, AE, AH, AO, A1-30, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1-30, VE or V.

Base flood: The flood having a one percent chance of being equaled or exceeded in any given year.

Base Flood Elevation (BFE): The elevation shown on the Flood Insurance Rate Map (FIRM) and found in the accompanying Flood Insurance Study (FIS) for Zones A, AE, AH, A1-A30, AR, V1-V30, or VE that indicates the water surface elevation resulting from the flood that has a 1% chance of equaling or exceeding that level in any given year; also called the "*base flood*."

Basement: Any area of the building having its floor subgrade (below ground level) on all sides.

Breakaway wall: A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

Critical feature: An integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

Development: Any manmade change to improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

Elevated building: For insurance purposes, a non-basement building, which has its lowest elevated floor, raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

Existing construction: For the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the Flood Insurance Rate Map (FIRM). "Existing construction" may also be referred to as "*existing structures*."

Existing manufactured home park or subdivision: A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Expansion to an existing manufactured home park or subdivision: The preparation of additional sites by the construction of facilities for serving the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Flood or flooding: A general and temporary condition of partial or complete inundation of normally dry land areas from:

(A) the overflow of inland or tidal waters; or

(B) the unusual and rapid accumulation or runoff of surface water from any source.

Flood elevation study: An examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

Flood Insurance Rate Map (FIRM): An official map of a community, on which the Federal Emergency Management Agency has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

Flood Insurance Study (FIS): See *flood elevation study*.

Flood protection system: Those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the areas within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood-modifying works are those constructed in conformance with sound engineering standards.

Floodplain or floodprone area: Any land area susceptible to being inundated by water from any source; see *flooding*.

Floodplain management: The operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

Floodplain management regulations: Zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Floodproofing: Any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway: See *regulatory floodway*.

Functionally dependent use: A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and shipbuilding and ship repair facilities, but does not include longterm storage or related manufacturing facilities.

Highest adjacent grade: The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic structure: Any structure that is:

(A) Listed individually in the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

(B) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

(C) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or

(D) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

(1) By an approved state program as determined by the Secretary of the Interior; or

(2) Directly by the Secretary of the Interior in states without approved programs.

Levee: A manmade structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee system: A flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Lowest floor: The lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable nonelevation design requirements of Section 60.3 of the National Flood Insurance Program regulations.

Manufactured home: A structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

Manufactured home park or subdivision: A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Mean sea level: For purposes of the National Flood Insurance Program, the North American Vertical Datum (NAVD) of 1988 or other datum, to which Base Flood Elevations shown on a community's Flood Insurance Rate Map are referenced.

New construction: For the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

New manufactured home park or subdivision: A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

Recreational vehicle: A vehicle which is (i) built on a single chassis; (ii) 400 square feet or less when measured at the largest horizonal projections; (iii) designed to be self-propelled or permanently towable by a light duty truck; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory floodway: The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Riverine: Relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Special flood hazard area: See *area of special flood hazard*.

Start of construction (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)): Includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, or any work beyond the state of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footing, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure: For floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

Substantial damage: Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial improvement: Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:

(1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or

(2) Any alteration of a "historic structure", provided that the alterations will not preclude the structure's continued designation as a "historic structure."

Variance: A grant of relief by a community from the terms of a floodplain management regulation. (For full requirements see Section 60.6 of the National Flood Insurance Program regulations.)

Violation: The failure of a structure or other development to be fully compliant with the City's floodplain management regulations. A structure or other development without the elevation certificate, other certification, or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

Water surface elevation: The height, in relation to the North American Vertical Datum (NAVD) of 1988 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

11-3-2. PURPOSE.

It is the purpose of this Chapter to promote the public health, safety and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

(A) Protect human life and health;

(B) Minimize expenditure of public money for costly flood control projects;

(C) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

(D) Minimize prolonged business interruptions;

(E) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;

(F) Help maintain a stable tax base by providing for the sound use and development of floodprone areas in such a manner as to minimize future flood blight areas; and

(G) Insure that potential buyers are notified that property is in a flood area.

11-3-3. ABROGATION AND GREATER RESTRICTIONS.

These regulations are not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where these regulations and another code, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

11-3-4. ESTABLISHMENT OF FLOODPLAIN DEVELOPMENT PERMIT.

A Floodplain Development Permit shall be required to ensure conformance with the provisions of this Chapter.

11-3-5. ADMINISTRATION.

(A) *Designation of the Floodplain Administrator*. The City Engineer is hereby appointed the Floodplain Administrator to administer and implement the provisions of this Chapter and other appropriate sections of 44 CFR (the National Flood Insurance Program Regulations) pertaining to floodplain management. The term "Floodplain Administrator" also includes the City Engineer's designee or designees to whom any of the herein-described duties and responsibilities are delegated.

(B) *Duties and responsibilities of the Floodplain Administrator*. Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:

1. Maintain and hold open for public inspection all records pertaining to the provisions of this Chapter.

2. Review permit applications to ensure that the proposed building site or project, including the placement of manufactured homes, will be reasonably safe from flooding.

3. Review, approve or deny all applications for Floodplain Development Permits required by adoption of this Chapter.

4. Review permits for proposed development to assure that all necessary permits have been obtained from those Federal, State or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 USC 1334) from which prior approval is required.

5. Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual

field conditions) the Floodplain Administrator shall make the necessary interpretation.

6. Notify, in riverine situations, adjacent communities and the State coordinating agencies, which are the Texas Water Development Board (TWDB) and the Texas Commission on Environmental Quality (TCEQ), prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.

7. Assure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained.

8. When Base Flood Elevation data has not been provided in accordance with Section 11-3-10 of this Code, the Floodplain Administrator shall obtain, review and reasonably utilize any Base Flood Elevation data and floodway data available from a Federal, State, or other source, for administration of the provisions of Sections 11-2-5(A), 11-2-5(D), and 11-3-12 of this Code. The Floodplain Administrator shall determine or require determination of a Base Flood Elevation acceptable for rating flood insurance for every proposed structure in Zone A on the community's FIRM, and maintain a record of such determinations for use on nearby properties, as applicable.

9. When a regulatory floodway has not been designated, the Floodplain Administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than 0.1 foot at any point within the community. All proposed development must be in compliance with other City-adopted standards, which may impose stricter conditions.

10. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, and AH on the community's FIRM which increases the water surface elevation of the base flood by more than one foot provided that the community first completes all of the provisions required by Section 65.12.

(C) *Permit procedures*.

1. Application for a Floodplain Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but is not limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:

(a) Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new or substantially improved structures.

(b) Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed.

(c) A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of Section 11-3-12(B)2 of this Code.

(d) Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development.

(e) Maintain a record of all such information in accordance with Section 11-3-5(B)1 of this Code.

2. Approval or denial of a Floodplain Development Permit by the Flooplain Administrator shall be based on all of the provisions of this Chapter and the following relevant factors:

(a) The danger to life and property due to flooding or erosion damage.

(b) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.

(c) The danger that materials may be swept onto other lands to the injury of others.

(d) The compatibility of the proposed use with existing and anticipated development.

(e) The safety of access to the property in times of flood for ordinary and emergency vehicles.

(f) The costs of providing governmental services during and after flood conditions, including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems.

(g) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site.

(h) The necessity to the facility of a waterfront location, where applicable.

(i) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use.

(j) The relationship of the proposed use to the Comprehensive Plan for that area.

11-3-6. METHODS OF REDUCING FLOOD LOSSES.

In order to accomplish its purpose, this Chapter uses the following methods:

(A) Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities.

(B) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction.

(C) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of floodwaters.

(D) Control filling, grading, dredging and other development which may increase flood damage.

(E) Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

11-3-7. INTERPRETATION GENERALLY.

In the interpretation and application of this Chapter, all provisions shall be:

(A) considered as minimum requirements;

(B) liberally construed in favor of the governing body; and

(C) deemed neither to limit nor repeal any other powers granted under State statutes.

11-3-8. COMPLIANCE.

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this Chapter and other applicable regulations.

11-3-9. LANDS TO WHICH THIS CHAPTER APPLIES.

This Chapter shall apply to all areas of special flood hazard within the jurisdiction of the City of Midland, Texas.

11-3-10. BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD.

The areas of special flood hazard identified by the Federal Emergency Management Agency in the current scientific and engineering report entitled "Flood Insurance Study for Midland County, Texas, and Incorporated Areas," dated September 16,

2005, with accompanying Flood Insurance Rate Maps (FIRM) dated September 16, 2005, and any revisions thereto, are hereby adopted by reference and declared to be a part of this Chapter.

11-3-11. WARNING AND DISCLAIMER OF LIABILITY.

The degree of flood protection required by this Chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions, greater floods can and will occur, and flood heights may be increased by manmade or natural causes. This Chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This Chapter shall not create liability on the part of the City of Midland, Texas, or any official or employee thereof, for any flood damages that result from reliance on this Code or any administrative decision lawfully made thereunder.

11-3-12. PROVISIONS FOR FLOOD HAZARD REDUCTION.

(A) *General standards*. In all areas of special flood hazards, the following provisions are required for all new construction and substantial improvements:

1. All new construction and substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

2. All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage.

3. All new construction or substantial improvements shall be constructed with material resistant to flood damage.

4. All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, air conditioning equipment, and other mechanical service facilities at least one foot above the base flood elevation.

5. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.

6. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system and discharge from the systems into flood waters.

7. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

(B) *Specific standards*. In all areas of special flood hazards where Base Flood Elevation data has been provided as set forth in Section 11-2-5(D), 11-3-5(B)8, 11-3-10, or 11-3-12(C)3, the following provisions are required. Where no Base Flood Elevation data has been provided, the Floodplain Administrator shall establish or require the builder to establish a Base Flood

Elevation for the site, using methods that will be acceptable for rating of flood insurance, and the following provisions are required:

1. Residential Construction. New construction and substantial improvement of any residential structure shall have the lowest floor (including basement) elevated to at least one foot above Base Flood Elevation. The Floodplain Administrator can approve a reduction of up to one foot in the lowest floor elevation, as specified in Section 11-3-12(B)7. A registered professional engineer, architect, or land surveyor shall submit a certification to the Floodplain Administrator that the standard of this subsection, as specified in Section 11-3-5(C)1(a), is satisfied, prior to the foundation inspection approval by the building official.

2. Nonresidential Construction. New construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated to at least one foot above the base flood level or, together with attendant utility and sanitary facilities, be designed so that below an elevation of one foot above the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. The Floodplain Administrator can approve a reduction of up to one foot in the lowest floor elevation and floodproofing elevation, as specified in Section 11-3-12(B)7. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection prior to final approval of the utilities inspection of the utilities department. A record of such certification, which shall include the specific elevation (in relation to mean sea level) to which such structures are floodproofed, shall be maintained by the Floodplain Administrator.

3. Enclosures. New construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding, such as crawlspaces and garages with floors below the BFE, shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

   (a) A minimum of two openings on separate walls having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.

   (b) The bottom of all openings shall be no higher than one foot above grade.

(c) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

4. Manufactured Homes.

(a) Require that all manufactured homes to be placed within Zone A of a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purpose of this requirement, manufactured homes must be elevated with the bottom of the steel frame one foot above an estimated BFE determined as described in 11-3-5(B)8 and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces. For existing mobile home parks, where no structure has been substantially damaged due to flooding, the 36-inch foundation specified in 11-3-12(B)4(c) will be acceptable.

(b) Require that manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the bottom of the steel frame of the manufactured home is elevated to at least one foot above the Base Flood Elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement. The Floodplain Administrator can approve a reduction of up to one foot in the lowest steel frame elevation, as specified in Section 11-3-12(B)7.

(c) Require that manufactured homes being placed or substantially improved on sites in an existing manufactured home park or subdivision within Zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of paragraph (4)(b) of this section be elevated so that either:

(i) the bottom of the steel frame of the manufactured home is at least one foot above the Base Flood Elevation; or

(ii) the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

5. Recreational Vehicles. Require that recreational vehicles placed on sites within Zones A1-30, AH, and AE on the community's FIRM either (i) be on the site for fewer than 180 consecutive days, (ii) be fully licensed and ready for highway use, or (iii) meet the permit requirements of Section 11-3-5(C)1, and the elevation and anchoring requirements for "manufactured homes" in paragraph (4) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

6. Electrical and Mechanical Service Facilities. Electrical, heating, ventilation, plumbing, air conditioning equipment, and other mechanical service facilities must be designed and located at least one foot above the base flood elevation to prevent water from entering or accumulating in the components during flooding.

7. The Floodplain Administrator is authorized to approve a reduction of up to one foot in the lowest floor elevation, steel frame elevation for manufactured homes or floodproofing elevation required by the sections above. This approval shall not be granted for reasons of cost savings alone, but must be justified by other factors which, in the opinion of the Floodplain Administrator, offset the reduction in flood protection for the structure. Any request for a lowest floor elevation, steel frame elevation or floodproofing elevation below the Base Flood Elevation shall be considered as a variance as described in Section 11-3-13.

(C) *Standards for subdivision proposals*.

1. All subdivision proposals, including the placement of manufactured home parks and subdivisions, shall be consistent with Sections 11-3-2 and 11-3-6 of this code.

2. All proposals for the development of subdivisions, including the placement of manufactured home parks and subdivisions, shall meet Floodplain Development Permit requirements of Sections 11-3-5(C) and 11-3-12 of this code.

3. Base Flood Elevation data shall be generated by hydrologic and hydraulic analyses performed by a registered professional engineer for subdivision proposals and other proposed developments, including the placement of manufactured home parks and subdivisions, if not otherwise provided pursuant to Sections 11-3-10 and 11-3-5(B)8 of this code.

   For all new subdivision proposals and other proposed developments, including proposals for manufactured home parks and subdivisions, that are equal to or greater than 6 lots or 2 acres, whichever is the lesser, the registered professional engineer shall determine the regulatory floodway based on a one foot rise in BFE using standard engineering

methods and practices, if not otherwise provided pursuant to Sections 11-3-10 and 11-3-5(B)9 of this Code.

4. All subdivision proposals, including the placement of manufactured home parks and subdivisions, shall have adequate drainage provided to reduce exposure to flood hazards.

5. All subdivision proposals, including the placement of manufactured home parks and subdivisions, shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

(D) *Standards for areas of shallow flooding (AO / AH Zones)*. Located within areas of special flood hazard established in Section 11-3-10 are areas designated as areas of shallow flooding. These areas have special flood hazards associated with flood depths of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

1. All new construction and substantial improvements of residential structures shall have the lowest floor (including basement) elevated to at least one foot above the Base Flood Elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least 2 feet if no depth number is specified).

2. All new construction and substantial improvements of non-residential structures shall:

   (a) have the lowest floor (including basement) elevated to at least one foot above the Base Food Elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least 2 feet if no depth number is specified); or

   (b) together with attendant utility and sanitary facilities be designed so that below the base specified flood depth in an AO Zone, or below at least one foot above the Base Flood Elevation in an AH Zone, the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.

3. A registered professional engineer or architect shall submit a certification to the Floodplain Administrator that the standards of this Section, as proposed in Section 11-3-5(C) are satisfied.

4. Require within Zones AH or AO adequate drainage paths around structures on slopes, to guide flood waters around and away from proposed structures.

(E) *Floodways*. Located within areas of special flood hazard established in Section 11-3-10 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters, which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

1. Encroachments are prohibited, including fill, new construction, substantial improvements and other development, within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

2. If Section 11-3-12(E)1 above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Section 11-3-12.

3. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first completes all of the provisions required by Section 65.12.

11-3-13. VARIANCE AND APPEAL PROCEDURES.

(A) The City Council shall hear and render judgment on requests for variances from the requirements of this Chapter.

(B) The City Council shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this Chapter.

(C) The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.

(D) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this Chapter.

(E) Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in Section 11-3-5(C)2 of this Code have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.

(F) Upon consideration of the factors noted above and the intent of this Chapter, the City Council may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this Chapter.

(G) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

(H) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

(I) Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that (i) the criteria outlined in this Section are met, and (ii) the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

11-3-14. PREREQUISITES FOR GRANTING VARIANCES.

(A) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(B) Variances shall only be issued upon: (i) showing a good and sufficient cause; (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant; and (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(C) Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

11-3-15. PENALTY.

A violation of a provision of this Chapter by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor punishable by a fine in an amount not to exceed two thousand dollars ($2,000.00). Each day on which the violation shall exist shall constitute a separate and distinct offense. Nothing herein contained shall prevent the City from taking such other lawful action as is necessary to prevent or remedy any violation.

SECTION THREE. The provisions of any ordinance which are 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) pursuant to State law.

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2022; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council

member _____, on the _____ day of _____, A.D., 2022, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Morris Williams, Jr., Deputy City Manager

_____
Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

City Council Meeting

Item Number: 26

Meeting Date: January 11, 2022

To: City Council / City Manager

From: Michael Pacelli, City Traffic Engineer

Subject: AN ORDINANCE ALTERING PRIMA FACIE SPEED LIMITS ALONG CERTAIN STREETS IN THE CITY; AUTHORIZING INSTALLATION OF APPROPRIATE SIGNS AND MARKINGS; REPEALING ORDINANCE NO. 10223; 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 4) (ENGINEERING SERVICES)

Purpose:

To establish speed limit regulations at select locations, specifically being a 25 MPH speed limit on all streets in the Legends Park subdivision.

Recommended City Council Action:

Approve

Fiscal Impact:

Negligible.

Discussion:

The Legal Department has prepared an ordinance establishing speed limits on various roadways throughout the City and repealing any previous and/or conflicting ordinances.

In late November, the Board of Directors of the Legends Park Homeowners' Association voted to make a request to the City to reduce the speed limit on the residential streets within their subdivision.

As per state law, the prima facie speed limit on most local streets in the City is 30 MPH.

However, the City “may declare a lower speed limit of not less than 25 miles per hour, if the governing body determines that the prima facie speed limit on the highway is unreasonable or unsafe” [Texas Transportation Code, Sect. 545.356(b-1)].

Staff has reviewed the request and determined that a reduction to 25 MPH is reasonable and in the interest of safety in this case because the streets in Legends Park have much more curvilinear alignments than most other residential streets in Midland, and also because the density of the neighborhood and smaller lot sizes lead to a heavier presence of on-street parking on those curved streets.

The included streets are shown on the attached map. No other speed limits are being changed with this ordinance update.

Staff recommends approval.

Morris Williams Jr.

City Manager’s Office

ORDINANCE NO. _____

AN ORDINANCE ALTERING PRIMA FACIE SPEED LIMITS ALONG CERTAIN STREETS IN THE CITY; AUTHORIZING INSTALLATION OF APPROPRIATE SIGNS AND MARKINGS; REPEALING ORDINANCE NO. 10223; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS ($200.00); AND ORDERING PUBLICATION

WHEREAS, under Section 542.202 and Section 545.356 of the Texas Transportation Code, the City Council is authorized to make certain findings based upon engineering and traffic investigations and to alter the prima facie speed limits on City streets or portions thereof; and

WHEREAS, the City Traffic Engineer has made studies and surveys of the traffic flowing along certain streets within the City limits of Midland, Texas; and

WHEREAS, the Council finds and determines from the above mentioned studies that certain streets, as hereinafter described in this ordinance, should be speed zoned to rates hereinafter set out in this ordinance;

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

SECTION ONE. That no person shall drive a vehicle on those certain streets as set out below at a speed greater than is reasonable or prudent under the circumstances then existing. The speed limits specified in this Section shall be lawful, but any speed in excess of the limits specified in this Section shall be prima facie evidence that the speed is not reasonable or prudent and is unlawful. Such speed limits are hereby fixed at the rates of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows:

A Street (both directions)

40 mph - from the northern terminus of A Street to the centerline of Loop 250

40 mph - from the centerline of Veterans Airpark Lane to the centerline of Scharbauer Drive

35 mph - from the centerline of Scharbauer Drive to the centerline of Wall Street

30 mph - from the centerline of Wall Street to the southern terminus of A Street

Avalon Drive (both directions)

40 mph - from the northern terminus of Avalon Drive to the centerline of Briarwood Avenue

40 mph - from the centerline of State Highway 191 to the southern terminus of Avalon Drive

Bent Tree Trail (both directions)

25 mph - in its entirety

Bluebird Lane (both directions)

35 mph - from the centerline of Midland Drive to the centerline of Kingston Drive

25 mph - from the centerline of Kingston Drive to the eastern terminus of Bluebird Lane

Briarwood Avenue (both directions)

60 mph - from the centerline of State Highway 158 to the centerline of Avalon Drive

45 mph - from the centerline of Avalon Drive to the centerline of Holiday Hill Road

40 mph - from the centerline of Holiday Hill Road to the centerline of Mathis Street

35 mph - from the centerline of Mathis Street to the centerline of Midland Drive

Candlestick Drive (both directions)

25 mph - in its entirety

Cardinal Lane (both directions)

30 mph - from the centerline of Oriole Drive to the centerline of Midland Drive

35 mph - from the centerline of Midland Drive to the centerline of Midkiff Road

Champions Drive (both directions)

25 mph - from the centerline of Tradewinds Boulevard to the centerline of Koufax Court

Clemente Court (both directions)

25 mph - in its entirety

Coliseum Court (both directions)

25 mph - in its entirety

Colt Court (both directions)

25 mph - in its entirety

Comiskey Court (both directions)

25 mph - in its entirety

Coyote Trail (both directions)

40 mph - in its entirety

Crestgate Avenue (both directions)

25 mph - from the centerline of Midland Drive to the centerline of Gateway Street

Crosley Drive (both directions)

25 mph - in its entirety

Cuthbert Avenue (both directions)

30 mph - from the western terminus of Cuthbert Avenue to the centerline of Midkiff Road

35 mph - from the centerline of Midkiff Road the centerline of Ward Street

25 mph - from the centerline of Ward Street to the centerline of Garfield Street

25 mph - from the centerline of Garfield Street to a point 220 feet east of F Street

30 mph - from a point 220 feet east of F Street to the eastern terminus of Cuthbert Avenue

Deauville Boulevard (both directions)

40 mph - from the centerline of Avalon Drive to the centerline of Loop 250

DiMaggio Court (both directions)

25 mph - in its entirety

DiMaggio Drive (both directions)

25 mph - in its entirety

Driftwood Drive (both directions)

25 mph - in its entirety

Fairgrounds Road (both directions)

45 mph - from the northern terminus of Fairgrounds Road to the centerline of Loop 250

50 mph - from the centerline of Loop 250 to the southern City limits

Florida Avenue (both directions)

35 mph - from the centerline of Garfield Street to the centerline of Big Spring Street

Garfield Street (both directions)

40 mph - from the northern terminus of Garfield Street to the centerline of Bluebird Lane

45 mph - from the centerline of Bluebird Lane to the centerline of Loop 250

40 mph - from the centerline of Loop 250 to the centerline of Wadley Avenue

35 mph - from the centerline of Wadley Avenue to the centerline of Michigan Avenue

Gehrig Avenue (both directions)

25 mph - in its entirety

Golden Gate Drive (both directions)

40 mph - from the northern terminus of Golden Gate Drive to the centerline of Briarwood Avenue

Golf Course Road (both directions)

35 mph - from the centerline of Andrew Highway/Alpine Street to the centerline of Scharbauer Drive

30 mph - from the centerline of Scharbauer Drive to the centerline of A Street

30 mph - from the centerline of Big Spring Street to the centerline of Fairgrounds Road

35 mph - from the centerline of Fairgrounds Road to the eastern terminus of Golf Course Road

Green Tree Boulevard (both directions)

35 mph - from the western terminus of Green Tree Boulevard to the centerline of Holiday Hill Road

25 mph - from the centerline of Holiday Hill Road to the centerline of Midland Drive

Griffith Court (both directions)

25 mph - in its entirety

Griffith Drive (both directions)

25 mph - from the centerline of Deauville Boulevard to the centerline of Candlestick Drive

Hall of Fame Boulevard (both directions)

25 mph - from the centerline of Avalon Drive to the centerline of Riverfront Drive

Holiday Hill Road (both directions)

40 mph - from the northern City limits to the centerline of Loop 250

Humble Avenue (both directions)

25 mph - from the centerline of Scharbauer Drive to the centerline of Big Spring Street

Illinois Avenue (both directions)

35 mph - from the centerline of Thomason Drive to the centerline of Andrews Highway

25 mph - from the centerline of Andrews Highway to the centerline of N Street

35 mph - from the centerline of N Street to the centerline of A Street

30 mph - from the centerline of A Street to the centerline of Front Street

Island Circle (both directions)

25 mph - in its entirety

Island Drive (both directions)

25 mph - in its entirety

King Kelly Court (both directions)

25 mph - in its entirety

Koufax Court (both directions)

25 mph - in its entirety

La Force Boulevard (both directions)

35 mph - from the centerline of Business Interstate 20 to the centerline of Banks Drive

30 mph - from the centerline of Banks Drive to a point 590 feet east of Banks Drive

20 mph - from a point 590 feet east of Banks Drive to a point 1,155 feet east of Banks Drive

15 mph - from a point 1,155 feet east of Banks Drive to a point 2,560 feet east of Banks Drive

30 mph - from a point 2,560 feet east of Banks Drive to the centerline of La Force Boulevard

Lamesa Road (northbound)

45 mph - from the southern City limits to a point 195 feet north of the centerline of Taylor Avenue

40 mph - from a point 195 feet north of the centerline of Taylor Avenue to a point 245 feet north of the centerline of Wall Street

35 mph - from a point 245 feet north of the centerline of Wall Street to a point 170 feet north of Wadley Avenue

45 mph - from a point 170 feet north of Wadley Avenue to the centerline of the north service road of Loop 250

Lamesa Road (southbound)

45 mph - from the centerline of the north service road of Loop 250 to a point 130 feet south of the centerline of Wadley Avenue

35 mph - from a point 130 feet south of the centerline of Wadley Avenue to a point 140 feet north of the centerline of Missouri Avenue

40 mph - from a point 140 feet north of the centerline of Missouri Avenue to a point 180 feet south of the centerline of Taylor Avenue

45 mph - from a point 180 feet south of the centerline of Taylor Avenue to the southern City limits

Legends Boulevard (both directions)

25 mph - in its entirety

Mac Drive (both directions)

25 mph - in its entirety

Mantle Court (both directions)

25 mph - in its entirety

Mays Drive (both directions)

25 mph - in its entirety

Mel Ott Lane (both directions)

25 mph - in its entirety

Memorial Court (both directions)

25 mph - in its entirety

Midkiff Road (both directions)

40 mph - from the northern terminus of Midkiff Road to the centerline of Mockingbird Drive

45 mph - from the centerline of Mockingbird Lane to the centerline of Loop 250

40 mph - from the centerline of Loop 250 to the centerline of Wall Street

35 mph - from the centerline of Wall Street to the centerline of Industrial Avenue

40 mph - from the centerline of Industrial Avenue to the centerline of Stokes Avenue

45 mph - from the centerline of Stokes Avenue to the southern City limits

Midland Drive (both directions)

35 mph - from the northern terminus of Midland Drive to the centerline of Green Tree Boulevard

45 mph - from the centerline of Green Tree Boulevard to the centerline of Loop 250

35 mph - from the centerline of Andrews Highway to the centerline of Wall Street

Mile High Lane (both directions)

25 mph - in its entirety

Mockingbird Lane (both directions)

30 mph - from the western terminus of Mockingbird Lane to the centerline of Midland Drive

45 mph - from the centerline of Midland Drive to the centerline of Midkiff Road

40 mph - from the centerline of Midkiff Road to the centerline of Big Spring Street

45 mph - from the centerline of Big Spring Street to the eastern terminus of

Mockingbird Lane

Musial Way (both directions)

25 mph - in its entirety

Neely Avenue (both directions)

30 mph - in its entirety

Nolan Ryan Drive (both directions)

25 mph - in its entirety

Olympic Court (both directions)

25 mph - in its entirety

O'Rourke Street (both directions)

25 mph - in its entirety

Polo Parkway (both directions)

25 mph - from the centerline of Loop 250 to the northern terminus of Polo Parkway

Rangers Court (both directions)

25 mph - in its entirety

Riverfront Drive (both directions)

25 mph - in its entirety

Roadrunner Trail (both directions)

40 mph - in its entirety

Rustic Trail (both directions)

25 mph - in its entirety

Scharbauer Drive (both directions)

35 mph - from the centerline Golf Course Road to the eastern terminus of Scharbauer Drive

Sequoia Drive (both directions)

25 mph - in its entirety

Shea Lane (both directions)

25 mph - in its entirety

Sloan Field Boulevard (both directions)

35 mph - from the centerline of Wright Drive to the centerline of Windecker Street

30 mph - from to centerline of Windecker Street to the eastern terminus of Sloan Field Boulevard into La Force Boulevard

Solomon Lane (both directions)

30 mph - in its entirety

Spahn Street (both directions)

25 mph - in its entirety

Teakwood Trace (both directions)

25 mph - in its entirety

Thomason Drive (both directions)

35 mph - from the western terminus of Thomason Drive to the centerline of Holly Drive/Anetta Drive

30 mph - from the centerline of Holly Drive/Anetta Drive to the centerline of Wall Street

Three Rivers Lane (both directions)

25 mph - in its entirety

Todd Drive (both directions)

40 mph - from the northern terminus of Todd Drive to the centerline of Golf Course Road (within the City limits)

30 mph - from the centerline of Golf Course Road to the centerline of Business Interstate 20

Tradewinds Boulevard (both directions)

35 mph - from the centerline of the south service road of State Highway 191 to the centerline of Thomason Drive

40 mph - from the centerline of Thomason Drive to the centerline of the north service road of Business Interstate 20

Tumbleweed Trail (both directions)

40 mph - in its entirety

Veterans Airpark Lane (both directions)

40 mph - in its entirety

Wadley Avenue (both directions)

40 mph - from the western terminus of Wadley Avenue to the centerline of Big Spring Street

35 mph - from the centerline of Big Spring Street to the centerline of Lamesa Road

45 mph - from the centerline of Lamesa Road to the eastern terminus of Wadley Avenue

Wagner Drive (both directions)

25 mph - in its entirety

Wagner Street (both directions)

25 mph - in its entirety

Wall Street (both directions)

35 mph - from the centerline of Andrews Highway to the centerline of B Street

30 mph - from the centerline of B Street to the centerline of Front Street

Wright Drive (both directions)

35 mph - in its entirety

SECTION TWO. That the above speed zoning is based upon findings and determinations of the City Council made as a result of certain traffic surveys and studies made by the City Traffic Engineer.

SECTION THREE. That the Traffic Engineer of the City of Midland is hereby authorized and directed to install appropriate speed zone signs commensurate with the provisions of this ordinance.

SECTION FOUR. That any person violating the prima facie speed limits established by this ordinance shall, upon conviction, be punished by a fine of not less than one Dollar ($1.00) nor more than Two Hundred Dollars ($200.00), as fully prescribed by Section 542.401 of the Texas Transportation Code.

SECTION FIVE. That Ordinance No. 10223 is hereby expressly repealed; and 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.

Not repealed, amended, or in any way affected by this ordinance are those ordinances establishing speed limits in school zones or school crossings and those ordinances establishing temporary regulatory construction speed limits.

SECTION SIX. That repeal of the ordinances, or parts of ordinances, effectuated by the enactment of this ordinance shall not be construed as abating any actions pending under or by virtue of such ordinances; or as discontinuing, abating, modifying or altering any penalty accruing or to accrue; or as affecting the liability of any person, firm or corporation; or as waiving any right of the municipality under any section or provision existing at the time of the passage of this ordinance.

SECTION SEVEN. 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 EIGHT. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2022; and passed to second

reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2022, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

_____
Patrick N. Payton, Mayor

ATTEST:

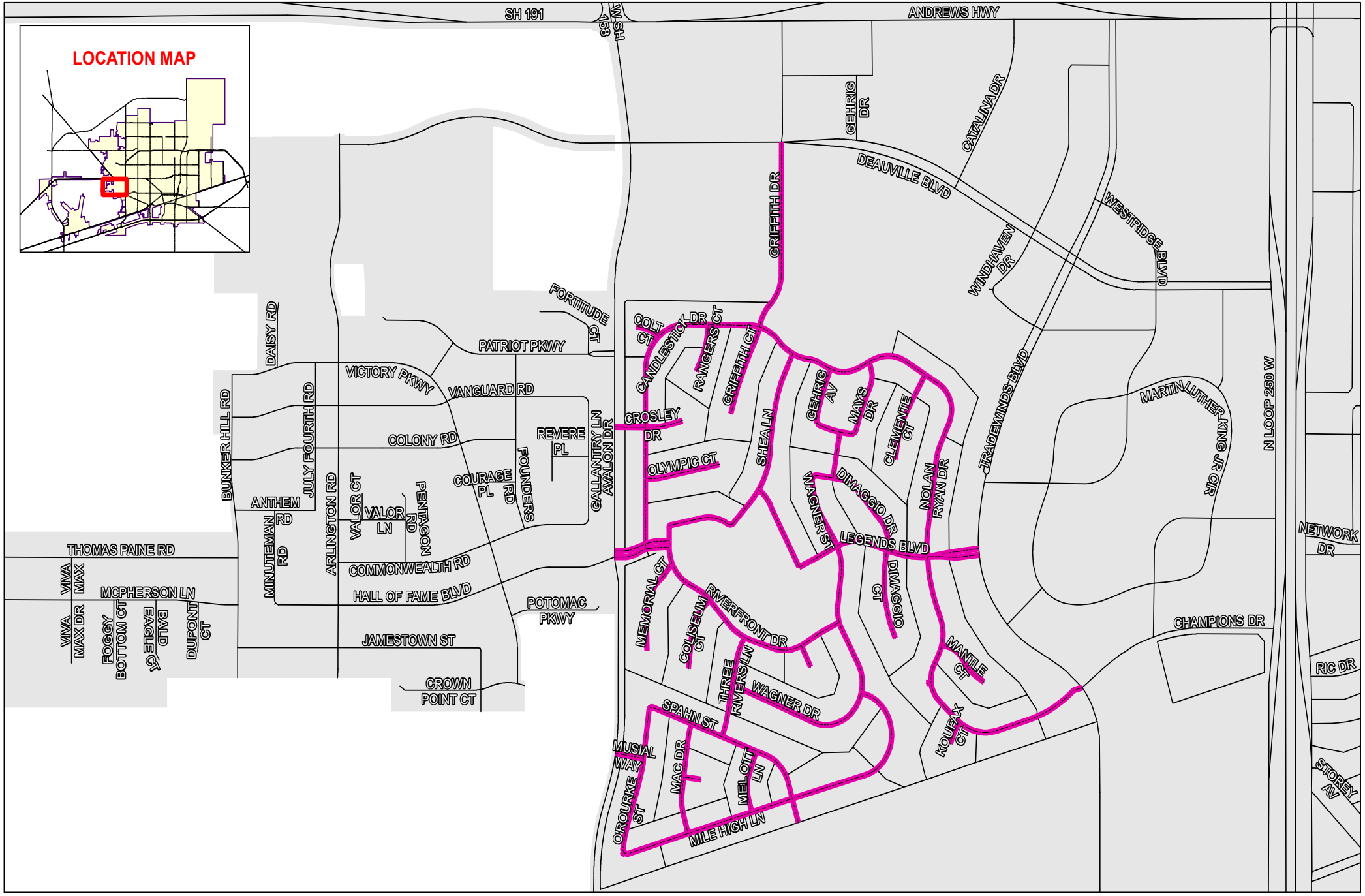
_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Michael Pacelli, City Traffic Engineer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney



Date: 12/9/2021

Legend

Street

City Limit

PACKET 26 16

Legends Park Speed Limit Changes

January 25, 2022

0 250 500 Feet

©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. _____

AN ORDINANCE ALTERING PRIMA FACIE SPEED LIMITS ALONG CERTAIN STREETS IN THE CITY; AUTHORIZING INSTALLATION OF APPROPRIATE SIGNS AND MARKINGS; REPEALING ORDINANCE NO. 10223; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS ($200.00); AND ORDERING PUBLICATION

WHEREAS, under Section 542.202 and Section 545.356 of the Texas Transportation Code, the City Council is authorized to make certain findings based upon engineering and traffic investigations and to alter the prima facie speed limits on City streets or portions thereof; and

WHEREAS, the City Traffic Engineer has made studies and surveys of the traffic flowing along certain streets within the City limits of Midland, Texas; and

WHEREAS, the Council finds and determines from the above mentioned studies that certain streets, as hereinafter described in this ordinance, should be speed zoned to rates hereinafter set out in this ordinance;

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

SECTION ONE. That no person shall drive a vehicle on those certain streets as set out below at a speed greater than is reasonable or prudent under the circumstances then existing. The speed limits specified in this Section shall be lawful, but any speed in excess of the limits specified in this Section shall be prima facie evidence that the speed is not reasonable or prudent and is unlawful. Such speed limits are hereby fixed at the rates of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows:

A Street (both directions)

40 mph - from the northern terminus of A Street to the centerline of Loop 250

40 mph - from the centerline of Veterans Airpark Lane to the centerline of Scharbauer Drive

35 mph - from the centerline of Scharbauer Drive to the centerline of Wall Street

30 mph - from the centerline of Wall Street to the southern terminus of A Street

Avalon Drive (both directions)

40 mph - from the northern terminus of Avalon Drive to the centerline of Briarwood Avenue

40 mph - from the centerline of State Highway 191 to the southern terminus of Avalon Drive

Bent Tree Trail (both directions)

25 mph - in its entirety

Bluebird Lane (both directions)

35 mph - from the centerline of Midland Drive to the centerline of Kingston Drive

25 mph - from the centerline of Kingston Drive to the eastern terminus of Bluebird Lane

Briarwood Avenue (both directions)

60 mph - from the centerline of State Highway 158 to the centerline of Avalon Drive

45 mph - from the centerline of Avalon Drive to the centerline of Holiday Hill Road

40 mph - from the centerline of Holiday Hill Road to the centerline of Mathis Street

35 mph - from the centerline of Mathis Street to the centerline of Midland Drive

Candlestick Drive (both directions)

25 mph - in its entirety

Cardinal Lane (both directions)

30 mph - from the centerline of Oriole Drive to the centerline of Midland Drive

35 mph - from the centerline of Midland Drive to the centerline of Midkiff Road

Champions Drive (both directions)

25 mph - from the centerline of Tradewinds Boulevard to the centerline of Koufax Court

Clemente Court (both directions)

25 mph - in its entirety

Coliseum Court (both directions)

25 mph - in its entirety

Colt Court (both directions)

25 mph - in its entirety

Comiskey Court (both directions)

25 mph - in its entirety

Coyote Trail (both directions)

40 mph - in its entirety

Crestgate Avenue (both directions)

25 mph - from the centerline of Midland Drive to the centerline of Gateway Street

Crosley Drive (both directions)

25 mph - in its entirety

Cuthbert Avenue (both directions)

30 mph - from the western terminus of Cuthbert Avenue to the centerline of Midkiff Road

35 mph - from the centerline of Midkiff Road the centerline of Ward Street

25 mph - from the centerline of Ward Street to the centerline of Garfield Street

25 mph - from the centerline of Garfield Street to a point 220 feet east of F Street

30 mph - from a point 220 feet east of F Street to the eastern terminus of Cuthbert Avenue

Deauville Boulevard (both directions)

40 mph - from the centerline of Avalon Drive to the centerline of Loop 250

DiMaggio Court (both directions)

25 mph - in its entirety

DiMaggio Drive (both directions)

25 mph - in its entirety

Driftwood Drive (both directions)

25 mph - in its entirety

Fairgrounds Road (both directions)

45 mph - from the northern terminus of Fairgrounds Road to the centerline of Loop 250

50 mph - from the centerline of Loop 250 to the southern City limits

Florida Avenue (both directions)

35 mph - from the centerline of Garfield Street to the centerline of Big Spring Street

Garfield Street (both directions)

40 mph - from the northern terminus of Garfield Street to the centerline of Bluebird Lane

45 mph - from the centerline of Bluebird Lane to the centerline of Loop 250

40 mph - from the centerline of Loop 250 to the centerline of Wadley Avenue

35 mph - from the centerline of Wadley Avenue to the centerline of Michigan Avenue

Gehrig Avenue (both directions)

25 mph - in its entirety

Golden Gate Drive (both directions)

40 mph - from the northern terminus of Golden Gate Drive to the centerline of Briarwood Avenue

Golf Course Road (both directions)

35 mph - from the centerline of Andrew Highway/Alpine Street to the centerline of Scharbauer Drive

30 mph - from the centerline of Scharbauer Drive to the centerline of A Street

30 mph - from the centerline of Big Spring Street to the centerline of Fairgrounds Road

35 mph - from the centerline of Fairgrounds Road to the eastern terminus of Golf Course Road

Green Tree Boulevard (both directions)

35 mph - from the western terminus of Green Tree Boulevard to the centerline of Holiday Hill Road

25 mph - from the centerline of Holiday Hill Road to the centerline of Midland Drive

Griffith Court (both directions)

25 mph - in its entirety

Griffith Drive (both directions)

25 mph - from the centerline of Deauville Boulevard to the centerline of Candlestick Drive

Hall of Fame Boulevard (both directions)

25 mph - from the centerline of Avalon Drive to the centerline of Riverfront Drive

Holiday Hill Road (both directions)

40 mph - from the northern City limits to the centerline of Loop 250

Humble Avenue (both directions)

25 mph - from the centerline of Scharbauer Drive to the centerline of Big Spring Street

Illinois Avenue (both directions)

35 mph - from the centerline of Thomason Drive to the centerline of Andrews Highway

25 mph - from the centerline of Andrews Highway to the centerline of N Street

35 mph - from the centerline of N Street to the centerline of A Street

30 mph - from the centerline of A Street to the centerline of Front Street

Island Circle (both directions)

25 mph - in its entirety

Island Drive (both directions)

25 mph - in its entirety

King Kelly Court (both directions)

25 mph - in its entirety

Koufax Court (both directions)

25 mph - in its entirety

La Force Boulevard (both directions)

35 mph - from the centerline of Business Interstate 20 to the centerline of Banks Drive

30 mph - from the centerline of Banks Drive to a point 590 feet east of Banks Drive

20 mph - from a point 590 feet east of Banks Drive to a point 1,155 feet east of Banks Drive

15 mph - from a point 1,155 feet east of Banks Drive to a point 2,560 feet east of Banks Drive

30 mph - from a point 2,560 feet east of Banks Drive to the centerline of La Force Boulevard

Lamesa Road (northbound)

45 mph - from the southern City limits to a point 195 feet north of the centerline of Taylor Avenue

40 mph - from a point 195 feet north of the centerline of Taylor Avenue to a point 245 feet north of the centerline of Wall Street

35 mph - from a point 245 feet north of the centerline of Wall Street to a point 170 feet north of Wadley Avenue

45 mph - from a point 170 feet north of Wadley Avenue to the centerline of the north service road of Loop 250

Lamesa Road (southbound)

45 mph - from the centerline of the north service road of Loop 250 to a point 130 feet south of the centerline of Wadley Avenue

35 mph - from a point 130 feet south of the centerline of Wadley Avenue to a point 140 feet north of the centerline of Missouri Avenue

40 mph - from a point 140 feet north of the centerline of Missouri Avenue to a point 180 feet south of the centerline of Taylor Avenue

45 mph - from a point 180 feet south of the centerline of Taylor Avenue to the southern City limits

Legends Boulevard (both directions)

25 mph - in its entirety

Mac Drive (both directions)

25 mph - in its entirety

Mantle Court (both directions)

25 mph - in its entirety

Mays Drive (both directions)

25 mph - in its entirety

Mel Ott Lane (both directions)

25 mph - in its entirety

Memorial Court (both directions)

25 mph - in its entirety

Midkiff Road (both directions)

40 mph - from the northern terminus of Midkiff Road to the centerline of Mockingbird Drive

45 mph - from the centerline of Mockingbird Lane to the centerline of Loop 250

40 mph - from the centerline of Loop 250 to the centerline of Wall Street

35 mph - from the centerline of Wall Street to the centerline of Industrial Avenue

40 mph - from the centerline of Industrial Avenue to the centerline of Stokes Avenue

45 mph - from the centerline of Stokes Avenue to the southern City limits

Midland Drive (both directions)

35 mph - from the northern terminus of Midland Drive to the centerline of Green Tree Boulevard

45 mph - from the centerline of Green Tree Boulevard to the centerline of Loop 250

35 mph - from the centerline of Andrews Highway to the centerline of Wall Street

Mile High Lane (both directions)

25 mph - in its entirety

Mockingbird Lane (both directions)

30 mph - from the western terminus of Mockingbird Lane to the centerline of Midland Drive

45 mph - from the centerline of Midland Drive to the centerline of Midkiff Road

40 mph - from the centerline of Midkiff Road to the centerline of Big Spring Street

45 mph - from the centerline of Big Spring Street to the eastern terminus of

Mockingbird Lane

Musial Way (both directions)

25 mph - in its entirety

Neely Avenue (both directions)

30 mph - in its entirety

Nolan Ryan Drive (both directions)

25 mph - in its entirety

Olympic Court (both directions)

25 mph - in its entirety

O'Rourke Street (both directions)

25 mph - in its entirety

Polo Parkway (both directions)

25 mph - from the centerline of Loop 250 to the northern terminus of Polo Parkway

Rangers Court (both directions)

25 mph - in its entirety

Riverfront Drive (both directions)

25 mph - in its entirety

Roadrunner Trail (both directions)

40 mph - in its entirety

Rustic Trail (both directions)

25 mph - in its entirety

Scharbauer Drive (both directions)

35 mph - from the centerline Golf Course Road to the eastern terminus of Scharbauer Drive

Sequoia Drive (both directions)

25 mph - in its entirety

Shea Lane (both directions)

25 mph - in its entirety

Sloan Field Boulevard (both directions)

35 mph - from the centerline of Wright Drive to the centerline of Windecker Street

30 mph - from to centerline of Windecker Street to the eastern terminus of Sloan Field Boulevard into La Force Boulevard

Solomon Lane (both directions)

30 mph - in its entirety

Spahn Street (both directions)

25 mph - in its entirety

Teakwood Trace (both directions)

25 mph - in its entirety

Thomason Drive (both directions)

35 mph - from the western terminus of Thomason Drive to the centerline of Holly Drive/Anetta Drive

30 mph - from the centerline of Holly Drive/Anetta Drive to the centerline of Wall Street

Three Rivers Lane (both directions)

25 mph - in its entirety

Todd Drive (both directions)

40 mph - from the northern terminus of Todd Drive to the centerline of Golf Course Road (within the City limits)

30 mph - from the centerline of Golf Course Road to the centerline of Business Interstate 20

Tradewinds Boulevard (both directions)

35 mph - from the centerline of the south service road of State Highway 191 to the centerline of Thomason Drive

40 mph - from the centerline of Thomason Drive to the centerline of the north service road of Business Interstate 20

Tumbleweed Trail (both directions)

40 mph - in its entirety

Veterans Airpark Lane (both directions)

40 mph - in its entirety

Wadley Avenue (both directions)

40 mph - from the western terminus of Wadley Avenue to the centerline of Big Spring Street

35 mph - from the centerline of Big Spring Street to the centerline of Lamesa Road

45 mph - from the centerline of Lamesa Road to the eastern terminus of Wadley Avenue

Wagner Drive (both directions)

25 mph - in its entirety

Wagner Street (both directions)

25 mph - in its entirety

Wall Street (both directions)

35 mph - from the centerline of Andrews Highway to the centerline of B Street

30 mph - from the centerline of B Street to the centerline of Front Street

Wright Drive (both directions)

35 mph - in its entirety

SECTION TWO. That the above speed zoning is based upon findings and determinations of the City Council made as a result of certain traffic surveys and studies made by the City Traffic Engineer.

SECTION THREE. That the Traffic Engineer of the City of Midland is hereby authorized and directed to install appropriate speed zone signs commensurate with the provisions of this ordinance.

SECTION FOUR. That any person violating the prima facie speed limits established by this ordinance shall, upon conviction, be punished by a fine of not less than one Dollar ($1.00) nor more than Two Hundred Dollars ($200.00), as fully prescribed by Section 542.401 of the Texas Transportation Code.

SECTION FIVE. That Ordinance No. 10223 is hereby expressly repealed; and 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.

Not repealed, amended, or in any way affected by this ordinance are those ordinances establishing speed limits in school zones or school crossings and those ordinances establishing temporary regulatory construction speed limits.

SECTION SIX. That repeal of the ordinances, or parts of ordinances, effectuated by the enactment of this ordinance shall not be construed as abating any actions pending under or by virtue of such ordinances; or as discontinuing, abating, modifying or altering any penalty accruing or to accrue; or as affecting the liability of any person, firm or corporation; or as waiving any right of the municipality under any section or provision existing at the time of the passage of this ordinance.

SECTION SEVEN. 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 EIGHT. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2022; and passed to second

reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2022, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Michael Pacelli, City Traffic Engineer

APPROVED ONLY AS TO FORM:

_____

John Ohnemiller, City Attorney

City Council Meeting

Item Number: 27

Meeting Date: January 25, 2022

To: City Council / City Manager

From: Cole Furqueron, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 12, BLOCK 50, EAST MIDLAND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM HI, HEAVY INDUSTRIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF TYLER STREET AND ORCHARD LANE); 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, Sylvia Howard, is requesting a zone change from HI, Heavy Industrial 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:

HI, Heavy Industrial District.

Surrounding Zoning and Land Use:

The property to the north across Orchard Lane is zoned HI, Heavy Industrial District, and the location of Hidalgo Park. The properties to the east and south are zoned HI, Heavy Industrial District, and the location of single-family residences. The properties to the west across N. Tyler Street are zoned MF-22, Multiple-Family Dwelling District, and the location of a single-family residence and a vacant lot, respectively.

Analysis:

The property is located at 610 N. Tyler Street and is currently vacant. The applicant, Sylvia Howard, 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 HI, Heavy Industrial 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 HI, Heavy Industrial 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 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.

Oil & 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. Please note if oil & gas wells are not identified or left off of plat, this could prevent receiving city permits for structures

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 Neighborhood Center uses. This designation offers small to moderate scale commercial development connected to an anchor store, such as a grocery store surrounding by a mix of housing types including townhomes and small lot single family. 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 January 3, 2022 meeting.

Staff recommends approval of this zone change from HI, Heavy 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:

As of January 21, 2022, 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 12, BLOCK 50, EAST MIDLAND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM HI, HEAVY INDUSTRIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF TYLER STREET AND ORCHARD LANE); 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 12, Block 50, East Midland 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 HI, Heavy 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., 2022; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2022, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: Z-21-0269

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)*			
Printed Name: ~~G+S Electric Co~~ Sylvia Howard		Phone (432) 6611493 Email sylscountry@gmail.com	
Address 2505 W County Rd 130	City Midland	State TX	Zip 79706

Property Owner			
Printed Name: G+S Electric Co		Phone (432) 6611493 Email sylscountry@gmail.com	
Address ~~610 N. Tyler~~ 2505 W. County Rd. 130	City Midland	State TX	Zip 79706

Representative *(if different from Applicant or Property Owner)*			
Firm:		Phone ( ) Email	
Printed Name:			
Address	City	State	Zip

Street Address: 610 N. Tyler, Midland TX, 79701

Legal Description
Lot: 12 Block: 50 Subdivision: East Midland Addition

Current Zoning: Commercial

Proposed Zone: Single family residential
(List by tracts if more than one district is requested)

Reason for Zone Change Request: change to residential to build a single ~~family~~ residential dwelling

Present Use of Property: vacant lot

Proposed Use of Property: build a house on the vacant lot

How would this zone change affect the public health, safety and welfare?

Describe how conditions affecting the property have changed since present zoning designation: None known

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
SEP 23 2021
BY: ....

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date:
Applicant (printed):	
Property Owner (signature):	Date:
Property Owner (printed) :_____	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

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.

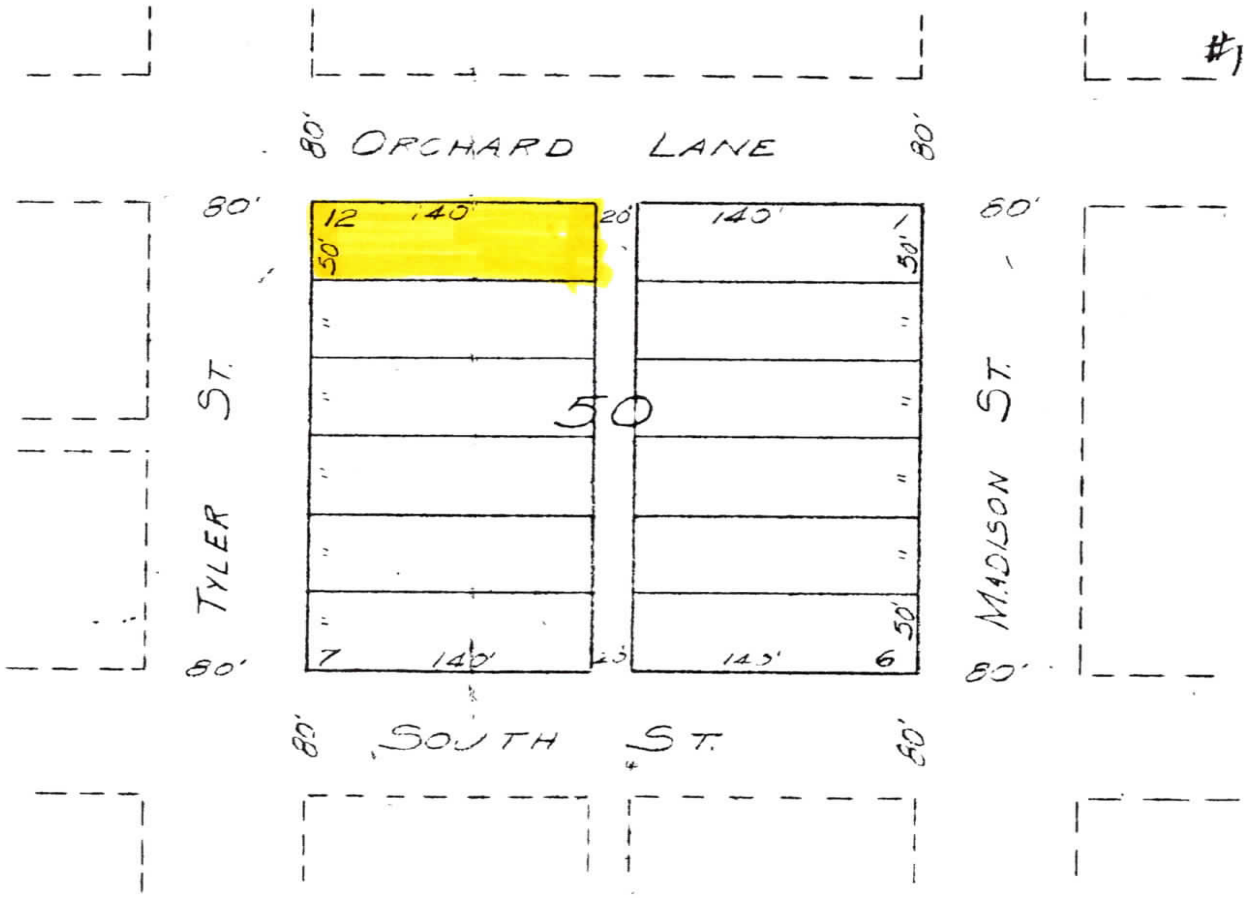
_____

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
☐ Property Owner Authorization	☐ Dimensioned Site Plan
☐ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check #_____	
Received By:	Date:

Application will not be considered for scheduling until reviewed by a planner.

#14853



Approved 12-15-52
by City Planning
& Zoning Commission
W. B. Harkrider
Chairman.

Approved by action of
the City Council of
Midland, Texas, in
regular meeting held
Dec. 23, 1952.

Mayor

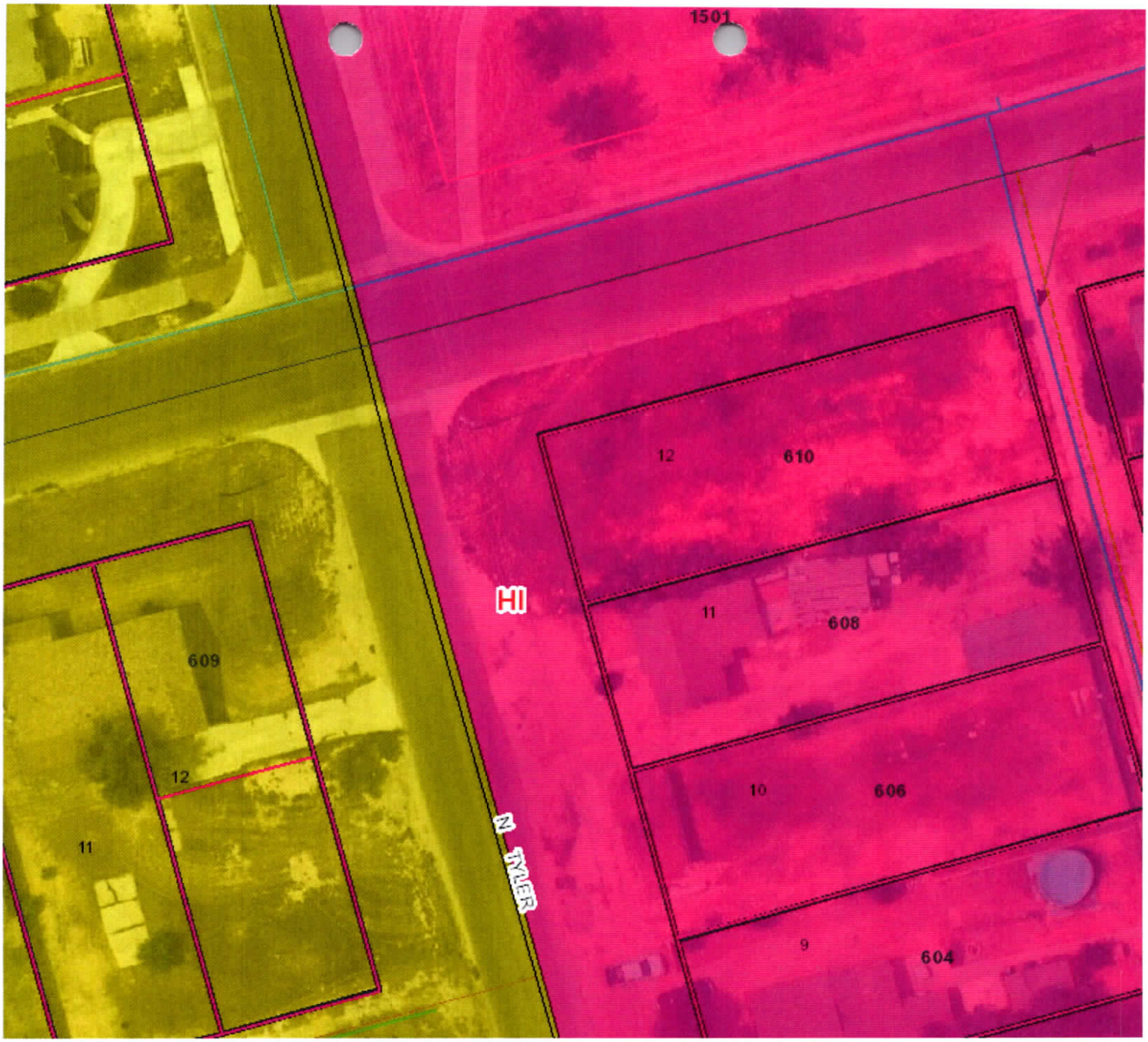
Secretary

City Planning Department
October 21, 1952

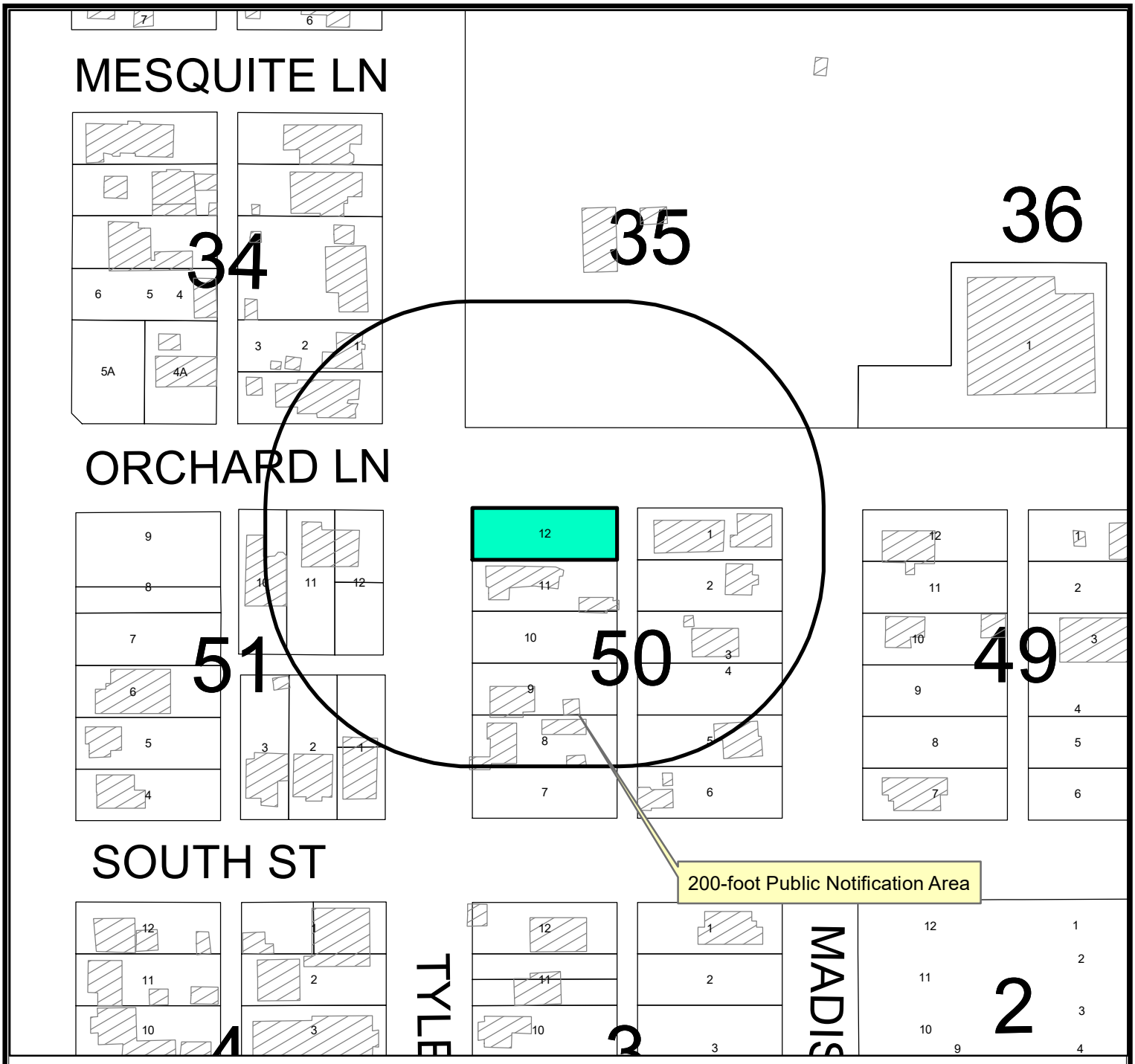
SKETCH SHOWING DEDICATION OF
AN ALLEY IN BLOCK 50,
EAST MIDLAND ADDITION TO THE
CITY OF MIDLAND, TEXAS
Scale: 1" - 100'

pg. 37

RECEIVED
SEP 23 2021
BY: .....



RECEIVED
SEP 2 3 2021
BY: .....



LOCATION MAP

Z-21-0269 **Scale: 1" = 200'**

A request by Sylvia Howard for a Zone Change from HI, Heavy Industrial Distict to SF-3, Signle-Family Dwelling District on Lot 12, Block 50, East Midland Addition, City and County of Midland, Texas.

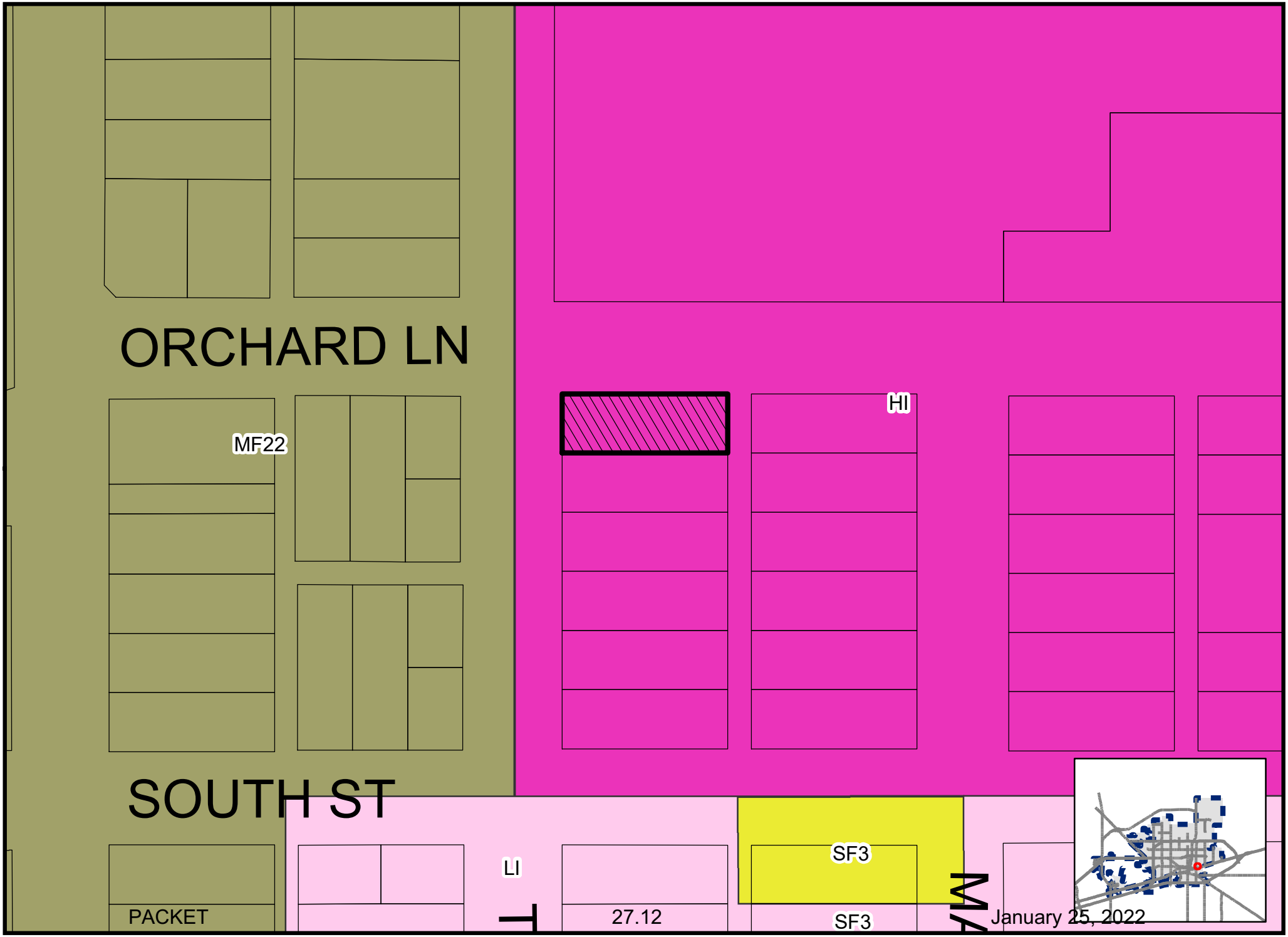
Generally located Southeast corner of the intersection of N. Tyler Street and Orchard Lane-(Council District 2)

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.



Map By CF, 11/4/2021

Z-21-0269

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: 28

Meeting Date: January 25, 2021

To: City Council / City Manager

From: Cole Furqueron, Senior Planner

Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 8, BLOCK 6, ELMWOOD ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF STOREY AVENUE AND PECOS STREET), BY PERMITTING A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST SIDE OF THE LOT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (District 3) (Development Services)

Purpose:

The applicant, Raphael Okugbere, is requesting Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, concerning the minimum side yard setbacks.

Recommended City Council Action

☐ Approve ☐ Deny ☒ Directional / Informational

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The property is located at 512 Storey Avenue and is currently the location of a single-family dwelling and a detached accessory structure. The applicant is requesting a special exception to the minimum side yard setbacks for a corner lot to re-build the accessory structure. On 8/15/2018 the original structure was damaged in a fire related incident. The applicant is now

seeking to re-build on the original slab.

The property is currently zoned SF-2, Single-Family Dwelling District and does not meet the minimum lot dimensions for its proposed district.

> Per our City of Midland Zoning Ordinance, *Section 5.04 – Residential Zoning District Dimensional Regulations Chart:*
>
> *SF-3, Single Family Dwelling District*
> *Lot dimensions*
> *Minimum Side Yard Setback*
> *Corner Lot: 10 feet*

As shown on the site plan the front of the Detached accessory structure is 1.9 feet from the property line, which does not meet the minimum 10-foot setback requirement for a corner lot.

Additionally, the property does not fall within the maximum allowable timeframe for re-building damaged nonconforming structures, as set forth by City Zoning Ordinance, Section 4.08 – Restoration of Nonconforming Structures. The allowable timeframe for reconstruction is 12 months after the damage occurred.

As shown in the Midland Fire Department report, the initial fire incident occurred on 8/15/2018. The demolition permit was approved on 10/20/2021. The structure has been partially rebuilt; however, a building permit has not been issued by the City of Midland.

Several of the residents in the neighborhood have expressed their approval of this project because it has greatly improved the appearance of the property. The original accessory structure had visible signs of fire damage and had boards placed over the doors and windows. The main dwelling unit also had signs of smoke to the exterior. The proposed accessory structure is the best use of the existing concrete foundation. Also, the new building better reflects the characteristics of the surrounding neighborhood and the intended use for the area.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Engineering: (Approved)

No objections 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 Compliance: (Approved)

No Oil and Gas issues.

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.

Planning Analysis:

While this request represents a deviation from the City Zoning Code, there are several unique characteristics that do show a hardship for this property. As there is an existing foundation present on the site, there is no other alternative than to build back on the existing footprint. Accordingly, Staff is providing this report for Directional / Informational Use to assist City Council in making an informed decision on this application for a Special Exception to the City of Midland Zoning Ordinance, *Section 5.04 – Residential Zoning District Dimensional Regulations Chart* concerning the minimum side yard setback for a corner lot.

Should the City Council approve this request, the property shall be subject to conditions A and B:

Conditions:

A. That the property shall significantly conform to the site plan shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the minimum side yard setback for the proposed addition on this property shall be 1.9 feet

Letters of Objection:

As of January 18, 2022, staff has not received any letters of objection

Attachments:

Plat

Application
Proposed Site Plan (Exhibit A)
Floor Plan (Exhibit B)
Fire Department Report (Exhibit C)
Building Inspection Report (Exhibit D)
Maps

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 8, BLOCK 6, ELMWOOD ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF STOREY AVENUE AND PECOS STREET), BY PERMITTING A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST SIDE OF THE LOT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Code, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

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

SECTION ONE. That a special exception is hereby granted for the property described as Lot 8, Block 6, Elmwood Addition, City and County of Midland, Texas. Said special exception shall allow a reduced minimum side yard setback on the west side of the lot.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That the minimum side yard setback on the west side of the lot shall be 1.9 feet.

B. That the property shall significantly conform to Exhibit "A", which is attached hereto and incorporated herein for all purposes.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish

the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2022; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2022, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

_____
Patrick N. Payton, Mayor

ATTEST:

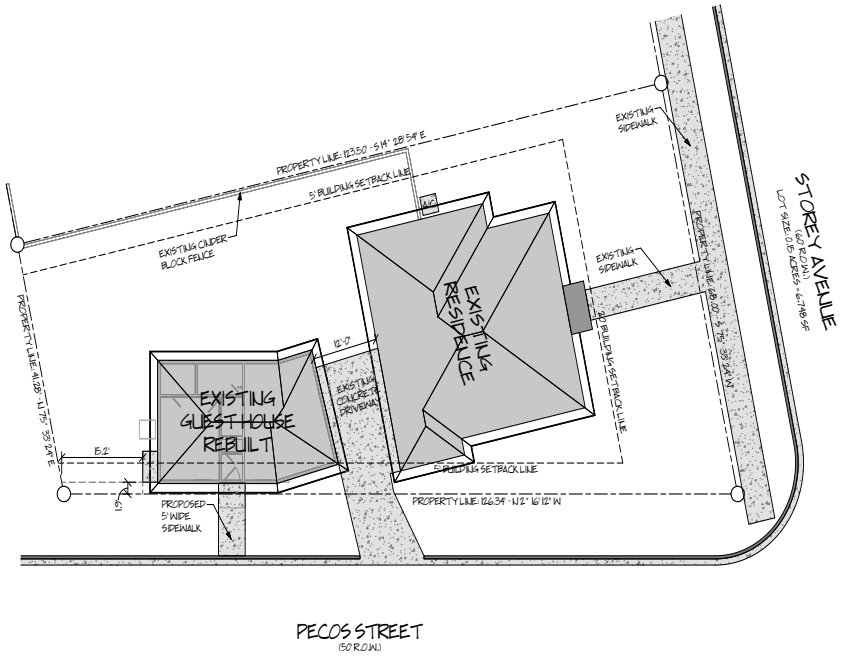
_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney



01 SITE PLAN
SCALE: 1" = 10'-0"

SITE PLAN GENERAL NOTES:

UNLESS OTHERWISE NOTED

A. DIMENSIONS ARE TO OUTSIDE OF PLATE. ALLOW 5 1/2" FOR BRICK OR STONE VENEER.
B. SITE SHALL BE INVESTIGATED DURING CLEARING AND EARTHWORK OPERATIONS FOR EXCAVATIONS OR BURIED STRUCTURES SUCH AS POOLS, CISTERNS, FOUNDATIONS, ETC. IF ANY SUCH ITEMS SHOULD BE FOUND, THE BUILDER SHALL NOTIFY THE OWNER IMMEDIATELY.
C. BUILDER/CONTRACTOR SHALL MAINTAIN A SITE CLEAR OF CONSTRUCTION RELATED TRASH AND DEBRIS. REMOVE ALL PRE-EXISTING TRASH, CONCRETE TAILINGS, ETC. PRIOR TO PROJECT CLOSE OUT.
D. VERIFY LOCATIONS OF ANY CONDUIT REQUIRED FOR ELECTRICAL, PLUMBING OR DRAINAGE UNDER SLAB POURING AND FLATWORK.
E. VERIFY LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. CAUTION SHALL BE TAKEN UPON EXCAVATION AND FOUNDATION WORK TO AVOID UTILITY LINES.
F. BUILDER/CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING ALL FINAL FINISHED ELEVATIONS TO PERMIT THE PROPER DRAINAGE OF ALL FINISHED SURFACES.
G. COORDINATE LOCATION OF UTILITY METER TO MINIMIZE VISUAL IMPACT.
H. BUILDER/CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPORT OF ALL TEMPORARY EMBANKMENTS AND EXCAVATIONS AS REQUIRED.

LOT INFORMATION	
LOT	THE WEST 68 FEET OF LOT 8
BLOCK	6
SECTION	
SUBDIVISION	ELMWOOD ADDITION
CITY	MIDLAND
COUNTY	MIDLAND
STATE	TEXAS
LOT SIZE	015 ACRES ± 6,748 SQ. FT.

DATE
12/07/2021
REVISION
DRAWN BY
AUDY

CORNERSTONE DESIGN GROUP
PHONE: (432) 684-8025

SHEET TITLE
SITE PLAN

12/07/2021
LOUIS DELVALLE 11680 REGISTERED ARCHITECT STATE OF TEXAS
(432) 684-8025
4904 NORTH MIDKIFF ROAD
MIDLAND, TEXAS 79705

GUEST HOUSE REBUILD
512 STOREY AVE.
MIDLAND, TEXAS 79701
PROJECT NUMBER: 21115

SHEET NUMBER
A-1.1
SHEET 2 OF 10

12/8/2021 2:48:45 PM

GUEST HOUSE REBUILD

512 STOREY AVE.
MIDLAND, TEXAS 79701
CPG PROJECT #2115

CONTENTS

A-0.0	COVER
A-1.1	SITE PLAN
A-2.1	FLOOR PLANS
A-2.2	ROOF PLAN
A-2.3	SCHEDULES
A-3.1	EXTERIOR ELEVATIONS
A-3.2	EXTERIOR PERSPECTIVES
A-3.3	INTERIOR PERSPECTIVES
A-4.1	ELECTRICAL PLAN
A-5.1	DETAILS



ABBREVIATIONS

A/C	AIR CONDITIONER	HVAC	HEAT, VENT & AIR CONDITION
ADA	AMERICANS WITH DISABILITIES ACT	J-BOX	JUNCTION BOX
AFF	ABOVE FINISHED FLOOR	LAV	LAVATORY
AFFL	ABOVE FINISHED FLOOR LINE	LIN	LINEN
AVG	AVERAGE	MECH	MECHANICAL
BF	BIFOLD	MC	MEDICINE CABINET
BNCH	BENCH	MICRO	MICROWAVE
BP	BYPASS	MIR	MIRROR
BRKFST	BREAKFAST	MSTR	MASTER
CAB	CABINET	NTS	NOT TO SCALE
CLG	CEILING	OBS	OBSCURED
CMU	CONCRETE MASONRY UNIT	OCEW	ON CENTER EACH WAY
CO	CASED OPENING	OHD	OVERHEAD DOOR
COL	COLUMN	OPNG	OPENING
CONC	CONCRETE	PD	POCKET DOOR
CPT	CARPET	PDR	POWDER
CVR	COVERED	PKT	POCKET
DBL	DOUBLE	QR	QUARTER ROUND
DH	DOUBLE HUNG	R & S	ROD AND SHELF
DISP	DISPOSAL	RA	RETURN AIR
DL	DIVIDED LITE	REF	REFRIGERATOR
DRW	DRAWER	RO	ROUGH OPENING
DRWS	DRAWERS	RT	ROUND TOP
DWG	DRAWING	SC	SOLID CORE
DRWGS	DRAWINGS	SH	SINGLE HUNG
DRY	DRYER	SHLVS	SHELVES
EB	EYEBROW	SL	SIDE LITE
ELEC	ELECTRICAL	SQ	SQUARE
ELEV	ELEVATION	SQ FT	SQUARE FEET
EQ	EQUAL	SR	SHEETROCK
FFL	FINISHED FLOOR LINE	SRO	SHEETROCK OPENING
FIX	FIXED	TC	TRASH COMPACTOR
FLR	FLOOR	TR	TRANSOM
FLUOR	FLUORESCENT	TRANS	TRANSOM
FP	FIREPLACE	TV	TELEVISION
FRZR	FREEZER	TAS	TX ACCESSIBILITY STANDARDS
FUR	FURNACE	TEMP	TEMPERED
GB	GLASS BLOCK	TV	TELEVISION
GFI	GROUND FAULT INTERRUPED	TYP	TYPICAL
GFCI	GROUND FAULT CIRCUIT INTERRUPTED	UCL	UNDER COUNTER LIGHTS
GYP	GYPSUM	UEL	UNEQUAL LEG
HB	HOSE BIB	VCT	VINYL COMPOSITION TILE
HH	HEADER HEIGHT	WASH	WASHER
HM	HOLLOW METAL	WP	WATER PROOF
HS	HORIZONTAL SLIDER	WS	WATER SOFTNER

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BUILDER/CONTRACTOR

WELL-SUITED PROPERTY SOLUTIONS, LLC

MIDLAND, TEXAS
PHONE: PHONE: (432) 553-8756
EMAIL: RALPH@WELLSUITEPPS.COM

GENERAL NOTES:

1. THE BUILDER/CONTRACTOR AND OWNER ARE RESPONSIBLE TO CHECK THESE PLANS AND SHALL NOTIFY THE DESIGN PROFESSIONAL OF ANY ERRORS OR OMISSIONS PRIOR TO THE START OF CONSTRUCTION.
2. THE SET OF DRAWINGS PROVIDED BY THE DESIGN PROFESSIONAL IS INTENDED TO BE READ AND USED AS A WHOLE. EACH DRAWING IN THE SET IS COMPLIMENTARY TO OTHERS. SELECTIVE SHEETS SHOULD NOT BE USED EXCLUSIVELY WITHOUT REGARD TO THE OTHERS.
3. THESE PLANS INDICATE THE GENERAL SCOPE OF THE PROJECT, AS SCOPE DOCUMENTS. THESE DRAWINGS DO NOT NECESSARILY INDICATE OR DESCRIBE ALL WORK REQUIRED FOR FULL COMPLETION OF THE PROJECT. THE BUILDER/CONTRACTOR AND OWNER HAVE ENLISTED THE SERVICES OF THE DESIGN PROFESSIONAL WITH THE UNDERSTANDING THAT THE SET OF DRAWINGS PROVIDED DO NOT DETAIL NOR DEPICT ALL POSSIBLE CONDITIONS.
4. USE OF THESE DRAWINGS BY THE OWNER, CONTRACTOR, SUBCONTRACTOR, AND/OR ANY OTHER PERSONS SHALL CONSTITUTE ACKNOWLEDGEMENT AND AGREEMENT THAT THE DESIGN PROFESSIONAL'S LIABILITY FOR NEGLIGENCE, ERRORS, OMISSIONS, OR BREACH OF WARRANTY IN THE PERFORMANCE OF SERVICES FOR EACH PROJECT SHALL IN NO EVENT EXCEED THE AMOUNT OF THE TOTAL COMPENSATION RECEIVED BY THE DESIGN PROFESSIONAL FOR SAID PROJECT.
5. NO CHANGES SHALL BE MADE TO THESE DOCUMENTS WITHOUT THE PERMISSION OF THE DESIGN PROFESSIONAL AND THE BUILDING OWNER.
6. ALL WORK PROVIDED BY CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES, ORDINANCES AND REGULATIONS OF ALL GOVERNING BODIES INVOLVED. ANY MODIFICATIONS TO THESE DRAWINGS REQUIRED BY SUCH AUTHORITIES SHALL BE AT THE EXPENSE OF THE GENERAL CONTRACTOR.
7. ALL PERMITS AND LICENSES NECESSARY FOR PROPER EXECUTION OF THE WORK SHALL BE SECURED AND PAID FOR BY THE CONTRACTOR INVOLVED.
8. CONTRACTOR IS RESPONSIBLE FOR ALL WORK BEING DONE IN COMPLIANCE WITH ALL OSHA AND LOCAL SAFETY REGULATIONS.

VICINITY MAP



DESIGN, DRAFTING & VISUALIZATION

CORNERSTONE DESIGN GROUP

PHONE: (432) 684-8005
4904 NORTH MIDKIFF ROAD
MIDLAND, TEXAS 79705
WWW.CPGMIDLAND.COM

BUILDING DATA

LOT	THE WEST 68 FEET OF LOT 8
BLOCK	6
SECTION	
SUBDIVISION	ELMWOOD ADDITION
COUNTY	MIDLAND
CITY, STATE	MIDLAND, TEXAS
LOT SIZE	0.15 ACRES = 6,748 SQ. FT.
ZOUNING	SF2: SINGLE-FAMILY DWELLING DISTRICT

DATE
12/07/2021

REVISION

DRAWN BY
AUDY

CORNERSTONE DESIGN GROUP
PHONE: (432) 684-8005

SHEET TITLE
COVER

12/07/2021
REGISTERED ARCHITECTS DENNIS DEVANEY 18980 STATE OF TEXAS
(432) 684-8005
4904 NORTH MIDKIFF ROAD
MIDLAND, TEXAS 79705

GUEST HOUSE REBUILD
512 STOREY AVE.
MIDLAND, TEXAS 79701
PROJECT NUMBER: 2115

SHEET NUMBER
A-0.0
SHEET 1 OF 10

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PACKET

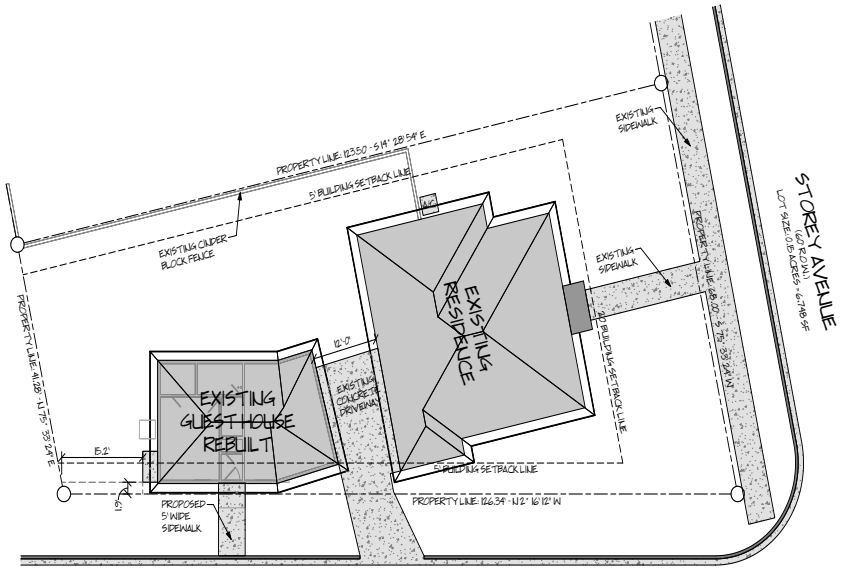
January 25, 2022

SITE PLAN GENERAL NOTES:

UNLESS OTHERWISE NOTED

A. DIMENSIONS ARE TO OUTSIDE OF PLATE. ALLOW 5 1/2" FOR BRICK OR STONE VENEER.
B. SITE SHALL BE INVESTIGATED DURING CLEARING AND EARTHWORK OPERATIONS FOR EXCAVATIONS OR BURIED STRUCTURES SUCH AS POOLS, CISTERNS, FOUNDATIONS, ETC. IF ANY SUCH ITEMS SHOULD BE FOUND, THE BUILDER SHALL NOTIFY THE OWNER IMMEDIATELY.
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SUBDIVISION	ELMWOOD ADDITION
CITY	MIDLAND
COUNTY	MIDLAND
STATE	TEXAS
LOT SIZE	.015 ACRES ± 6,748 SQ. FT.



01 SITE PLAN
SCALE: 1" = 10'-0"

DATE
12/07/2021

REVISION

DRAWN BY
ANDY

CORNERSTONE DESIGN GROUP
PHONE: (432) 684-8025

SHEET TITLE
SITE PLAN

12/07/2021

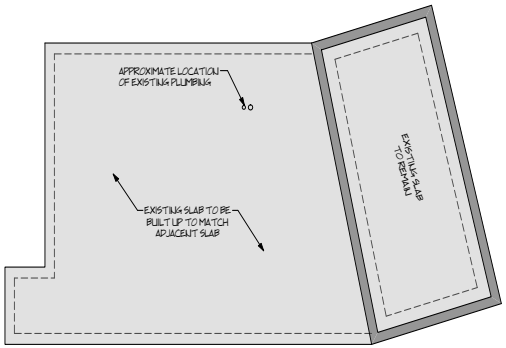
REGISTERED ARCHITECT
LOUIS DELVALLE
18680
STATE OF TEXAS

(432) 684-8025
4904 NORTH MIDKIFF ROAD
MIDLAND, TEXAS 79705

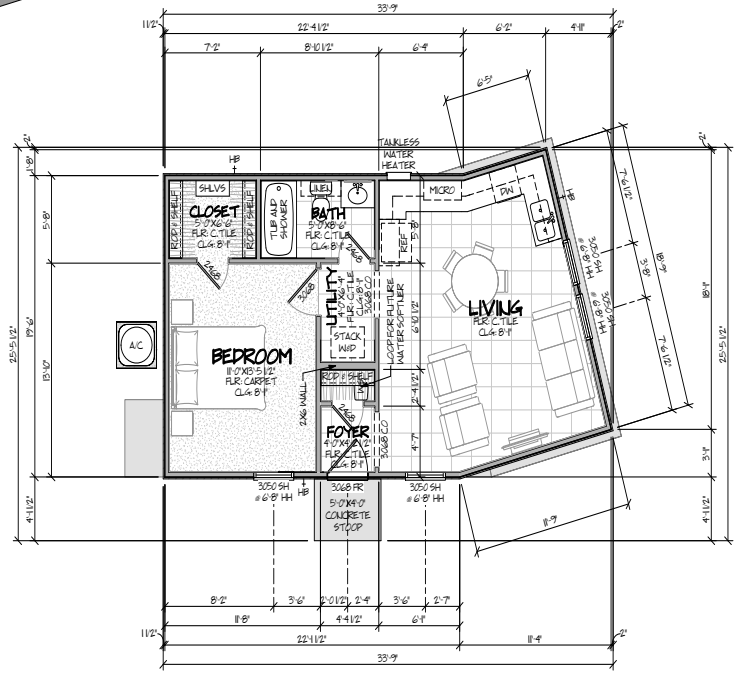
GUEST HOUSE REBUILD
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MIDLAND, TEXAS 79701
PROJECT NUMBER: 21115

SHEET NUMBER
A-1.1
SHEET 2 OF 10

12/8/2021 2:48:45 PM



01 EXISTING FLOOR PLAN
SCALE: 1/4" = 1'-0"



02 NEW FLOOR PLAN
SCALE: 1/4" = 1'-0"

CONDITIONED FRAME	
NAME	AREA
CONDITIONED AREA	604.07 SF

FLOOR PLAN GENERAL NOTES:

UNLESS OTHERWISE NOTED

A. THE BUILDER/CONTRACTOR AND OWNER ARE RESPONSIBLE FOR CHECKING THESE PLANS AND SHALL NOTIFY THE DESIGNER OF ANY ERRORS OR OMISSIONS PRIOR TO THE START OF CONSTRUCTION.

B. THESE PLANS INDICATE THE GENERAL SCOPE OF THE PROJECT. AS SCOPE DOCUMENTS, THESE DRAWINGS DO NOT NECESSARILY INDICATE OR DESCRIBE ALL WORK REQUIRED FOR FULL COMPLETION AND PERFORMANCE OF THE CONTRACT FOR CONSTRUCTION. THE OWNER AND/OR CONTRACTOR HAS/HAVE ENLISTED THE SERVICES OF THE DESIGN PROFESSIONAL WITH THE UNDERSTANDING THAT THE SET OF DRAWINGS PROVIDED DO NOT DETAIL NOR DEPICT ALL CONDITIONS.

C. SUBCONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB. BUILDER/CONTRACTOR SHALL BE NOTIFIED IMMEDIATELY OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN ON THESE DRAWINGS.

D. THESE PLANS WERE DESIGNED USING STANDARD CONSTRUCTION PRACTICES. THEY CONFORM TO STANDARD BUILDING CODES. DUE TO VARIATIONS IN LOCAL CODES, SUBDIVISION RESTRICTIONS AND CONDITIONS REVISIONS MAY BE REQUIRED.

E. THE BUILDER/CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION METHODS, PROCEDURES AND CONDITIONS AND SHALL RIGIDLY ADHERE TO ALL LAWS, CODES AND ORDINANCES WHICH APPLY TO THIS WORK.

F. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LOCAL CODES AND REGULATIONS. CONSULT WITH LOCAL STRUCTURAL ENGINEERS AND CODE OFFICIALS PRIOR CONSTRUCTION TO VERIFY COMPLIANCE WITH LOCAL CODES AND TO INSURE STRUCTURAL INTEGRITY. IN THE EVENT OF CONFLICT BETWEEN PERTINENT CODES AND LOCAL REQUIREMENTS THE MORE STRINGENT PROVISIONS SHALL GOVERN.

G. BUILDER/CONTRACTOR SHALL PROVIDE BARRICADES, FALL PROTECTION AND ANY OTHER REQUIRED MEANS TO PROTECT WORKERS AND THE PUBLIC DURING THE PROJECT.

H. WINDOW AND DOOR SIZES NOTED ARE NOMINAL AND ARE SUBJECT TO MANUFACTURERS SPECIFICATIONS. THE BUILDER/CONTRACTOR SHALL VERIFY WITH OWNER THE TYPE, STYLE AND BRAND OF WINDOWS AND DOORS TO BE USED PRIOR TO CONSTRUCTION.

I. THE BUILDER/CONTRACTOR SHALL PROVIDE ANY ADDITIONAL STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING OR OTHER DETAILS THAT MAY BE REQUIRED FOR PERMITTING AND/OR CONSTRUCTION.

J. ENERGY CALCULATIONS SHALL BE PROVIDED BY OTHERS AS REQUIRED BY LOCAL AND/OR GOVERNING CODES AND REGULATIONS.

K. THE BUILDER/CONTRACTOR WILL PROVIDE ALL LABOR AND MATERIALS AS INDICATED IN THESE DRAWINGS. ALL INSTALLATIONS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATION OR IN COMPLIANCE WITH PROFESSIONAL OR TRADE ORGANIZATION STANDARDS.

L. WRITTEN DIMENSIONS ON THESE PLANS TAKES PRECEDENCE OVER SCALED DIMENSIONS.

M. ADJUST WALL THICKNESS WHERE REQUIRED TO ACCOMMODATE RECESSED BUILDING ACCESSORIES AND CONCEALED MECHANICAL, ELECTRICAL, PLUMBING, STRUCTURAL OR OTHER MISCELLANEOUS ITEMS.

N. DISAPPEARING STAIRS SHALL HAVE A MINIMUM OPENING OF 22"X30", A 350 LB. LADDER AND 30" MINIMUM UNOBSTRUCTED HEADROOM SHALL BE PROVIDED IN THE ATTIC SPACE AT SOME POINT ABOVE THE ACCESS OPENING.

O. ALL DIMENSIONS ARE FROM CUT TO CUT OF STUD.

P. ALL ANGLES ARE 45°.

Q. ROOM DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE.

R. ALL FLOOR COVERINGS SHALL BE VERIFIED WITH OWNER PRIOR TO ORDERING OR INSTALLATION.

S. CEILING HEIGHTS SHALL BE 8'-1"

T. WINDOW HEADER HEIGHTS SHALL BE 6'-8".

U. AT LEAST ONE WINDOW IN EACH BEDROOM SHALL HAVE A MINIMUM NET CLEAR OPENING HEIGHT OF 24", A MINIMUM NET CLEAR OPENING WIDTH OF 20", A MINIMUM NET CLEAR OPENING OF 5.7 SQ. FT. AND A MAXIMUM FINISH SILL HEIGHT OF 44" ABOVE FINISHED FLOOR.

V. ALL GLASS LOCATED WITHIN 60" OF FLOOR AT BATH TUBS, SHOWERS, WHIRLPOOLS, SAUNAS, STEAMROOMS OR HOT TUBS, WITHIN 12'-0" OF DOOR AND 18" OR LESS ABOVE FINISHED FLOOR SHALL BE TEMPERED SAFETY GLASS.

W. ALL DOORS, WINDOWS, ARCHES AND CASED OPENINGS ARE CENTERED ON WALLS WHEN THEY ARE NOT LOCATED NEAR WALLS AND/OR DIMENSIONS ARE NOT NOTED.

X. BUILDER/CONTRACTOR SHALL COORDINATE ALL CLOSET ROD, SHELVING AND BUILT-IN REQUIREMENTS WITH OWNER AND SHALL FIELD VERIFY ALL CABINET DIMENSIONS PRIOR TO FABRICATION.

Y. ATTIC HVAC UNITS SHALL BE LOCATED WITHIN 20'-0" OF ITS SERVICE OPENING. RETURN GRILLES SHALL NOT BE LOCATED WITHIN 10'-0" OF A GAS FIRED APPLIANCE.

DATE
12/07/2021
REVISION
DRAWN BY
AMDY

CORNERSTONE DESIGN GROUP
PHONE: (432) 684-8025

SHEET TITLE
FLOOR PLANS

12/07/2021
REGISTERED ARCHITECT
LOUIS DELVALLE
18680
STATE OF TEXAS
(432) 684-8025
4304 NORTH MERIDIAN ROAD
MIDLAND, TEXAS 79705

GUEST HOUSE REBUILD
512 STOREY AVE.
MIDLAND, TEXAS 79701
PROJECT NUMBER: 2115

SHEET NUMBER
A-2.1
SHEET 3 OF 10

12/8/2021 2:48:48 PM



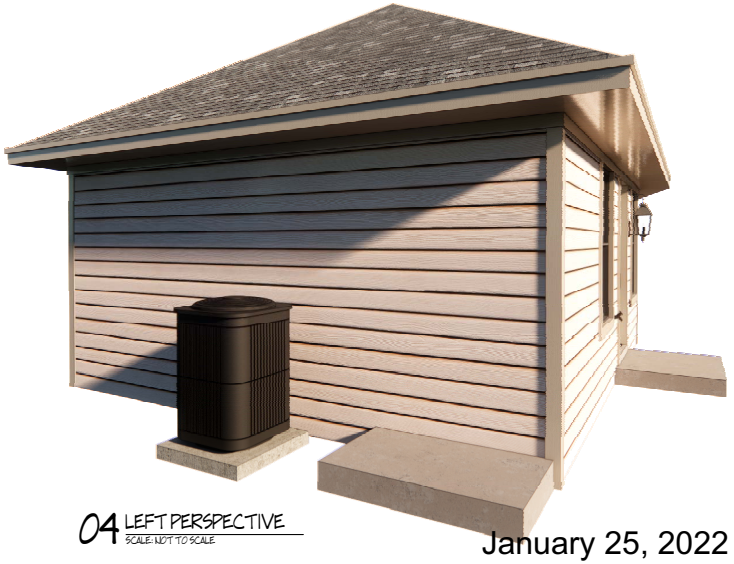
01 FRONT PERSPECTIVE
SCALE: NOT TO SCALE



02 RIGHT PERSPECTIVE
SCALE: NOT TO SCALE



03 REAR PERSPECTIVE
SCALE: NOT TO SCALE



04 LEFT PERSPECTIVE
SCALE: NOT TO SCALE

DATE
12/07/2021

REVISION

DRAWN BY
ANDY

CORNERSTONE DESIGN GROUP
PHONE: (432) 684-8025

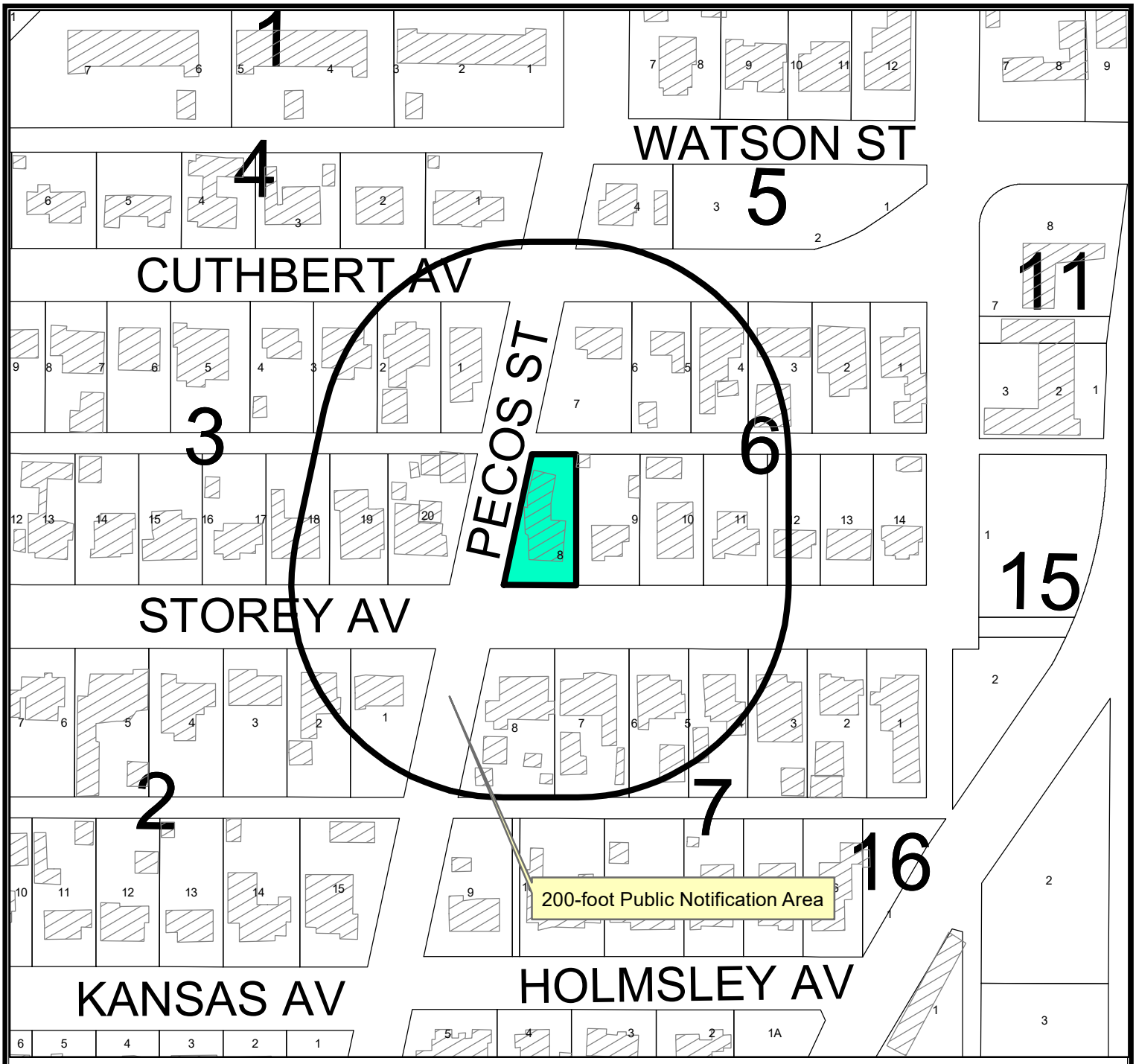
SHEET TITLE
EXTERIOR PERSPECTIVES

12/07/2021
REGISTERED ARCHITECT
LOUIS DELVALLE
18680
STATE OF TEXAS
(432) 684-8025
4904 NORTH MIDKIFF ROAD
MIDLAND, TEXAS 79705

GUEST HOUSE REBUILD
512 STOREY AVE.
MIDLAND, TEXAS 79701
PROJECT NUMBER: 2115

SHEET NUMBER
A-3.2
SHEET 7 OF 10

12/8/2021 2:49:13 PM



LOCATION MAP

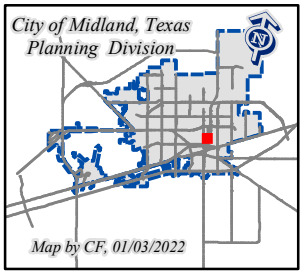
SUB-21-0458 **Scale: 1" = 130'**

Consider a request by Raphael Okugbere for a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, concerning the minimum side yard setbacks and 4.08 – Restoration of Nonconforming Structures on Lot 8, Block 6, Elmwood Addition, City and County of Midland, Texas.

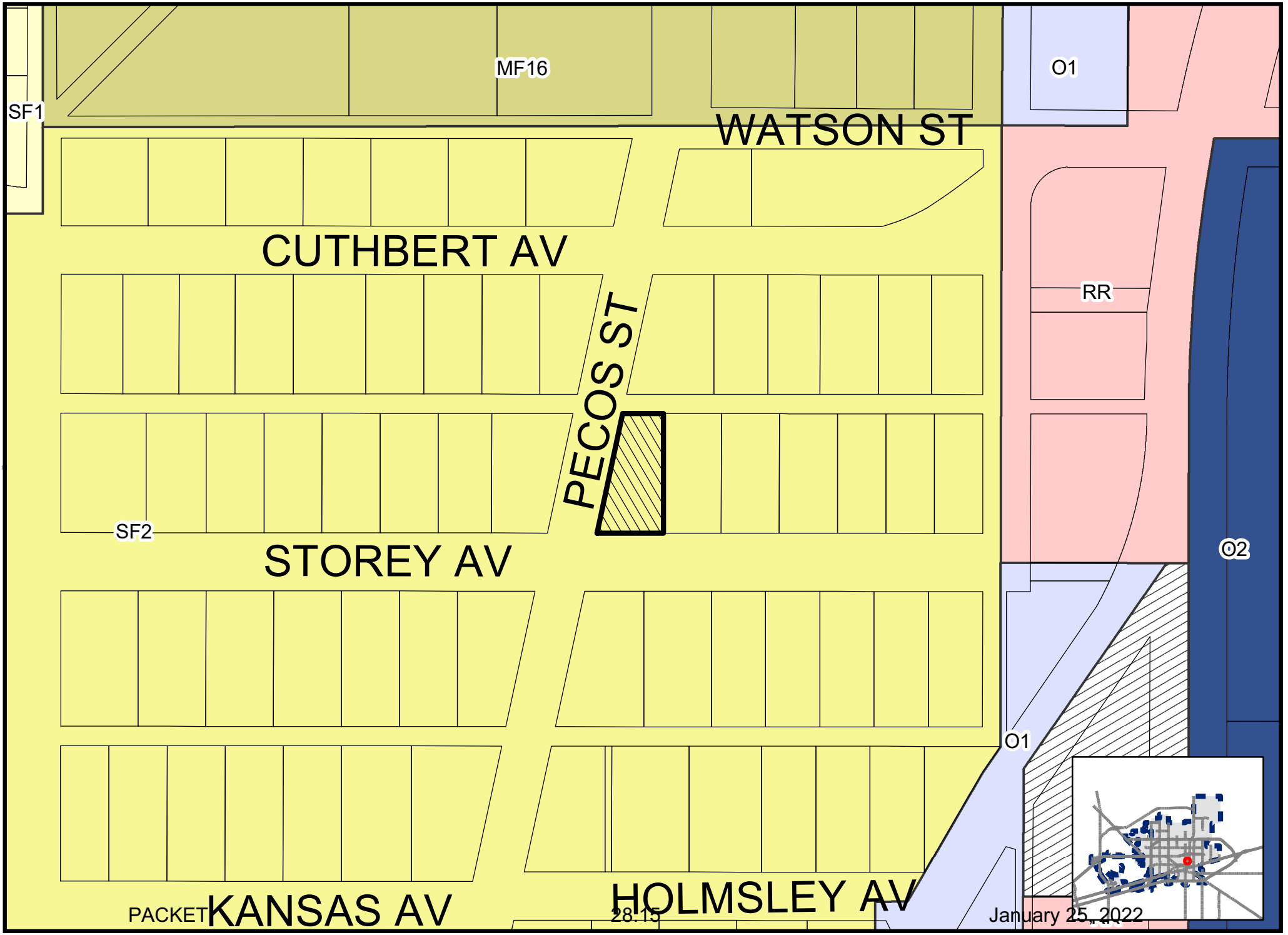
Generally located on the northeast corner of the intersection of Storey Avenue and Pecos Street. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR PRIOR 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 CF, 1/3/2022

E-22--0066

Scale: 1" = 120'

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.

RESIDENTIAL PLAN REVIEW LETTER

Sent via Electronic Mail

December 16, 2021

Lighthouse General Contractors
108 Solomon Ln.
Midland, TX 79705

RE: 512 Storey Ave. Detached Accessory

Mr. Okugbere:

The plan review for the building permit for this project has been completed. The following comments or conditions must be addressed before completion of the review and issuance of the building permit. Should you or the design consultants need further clarification regarding these comments or conditions, please contact me.

This letter is not a letter of denial. The permit application is still under review but will not proceed through the review process until the following issues are addressed. A written response to each comment shall accompany revised plans, and all change/corrections shall be "clouded" on the resubmitted plans. All amended plans must be submitted simultaneously; no partial resubmittal will be accepted.

All code notations are in the 2018 International Residential Code unless otherwise noted.

General Plan Notes

Plans are not sealed
Due to incompleteness of plans, further comments may be required
Due to alteration requiring a permit, the entire structure must conform to smoke alarm and carbon monoxide alarm provisions for new construction under R314 and R315.

Sheet A1.1

1. **Section 1 Site Plan**
    a. **Setback**
        i. The side yard adjacent to Pecos Street requires a 10' setback under the current zoning code for SF2 zoning. Per section 4.08G of the Midland Zoning Code, nonconforming structures may be restored within 12 months of the date of the fire. Per Midland Fire Department records, the fire was reported on August 15, 2018. The 12 months have been exceeded. (Midland Zoning Code 4.08)

Sincerely,

James Rawls
Residential Plan Examiner
City of Midland, TX Code Administration
432-685-7396
jrawls@midlandtexas.gov

FireRECORDS LIVE

Incident Report

Incident Number: 1811041 **Number of Alarms:** 1 **Date:** 8/15/2018 **Time:** 20:30

Shift: A **District:** 013U **Exposure:** 000 **Station:** 01

Alarm Time: 8/15/2018 20:30 **Arrival Time:** 8/15/2018 20:35 **Controlled Time:** 8/15/2018 20:47 **Cleared Time:** 8/15/2018 21:50

Incident Address

Dispatch Address: 501 STOREY AV

Actual Address: 512 STOREY AVE Apt. A

Address Type: 1 - Street address

Property Use: 419 - 1 or 2 family dwelling

Insurance Carrier:

Common Name:

Latitude:

Longitude:

Phone:

Incident Classification

Incident: 2018-1811041-000 Version 41 of 41 Saved On: 6/21/2019 5:36:15 PM by Montgomery, Christine

Incident Type as Dispatched: 111 - Building fire

Actual Incident Type: 111B - Building fire-working fire

Mutual Aid: N - None

FDID:

State:

Incident Number:

Hazardous Materials Release:

Actions Taken:

11O - Extinguish-offensive fire

12 - Salvage & overhaul

21 - Search

Value - Property: 94080 **Contents:** 500

Loss - Property: 1500 **Contents:** 500

Authorities

Incident: 2018-1811041-000 Version 41 of 41 Saved On: 6/21/2019 5:36:15 PM by Montgomery, Christine

Member Making Report: F332

Officer In Charge: F062

Other Authorities:

Report Completed: Yes

Member Name:	Role:

Incident Property

Incident: 2018-1811041-000 Version 41 of 41 Saved On: 6/21/2019 5:36:15 PM by Montgomery, Christine

Area Of Origin: 14 - Common room, den, family room, living room, lounge

Heat Source: UU - Undetermined

Item First Ignited: 99 - Multiple items first ignited **Material First Ignited:** 99 - Multiple types of material first ignited

Cause of Ignition: U - Cause undetermined after investigation

Buildings: 2 **Residential Units:** 2 **Acres Burned:**

On Site Materials:

Human Factors	Factors Contributing to Ignition	Fire Suppression Factors
N - None	UU - Undetermined	NNN - None

Age:

Gender:

Incident Structure

Incident: 2018-1811041-000 Version 41 of 41 Saved On: 6/21/2019 5:36:15 PM by Montgomery, Christine

Structure Type: 1 - Enclosed building **Status:** 5 - Vacant and secured

Item Contributing to Flame Spread: 99 - Multiple items first ignited **Material Contributing to Flame Spread:** 99 - Multiple types of material first ignited

Fire Spread: 4 - Confined to building of origin

Main Floor -

Length: 0 **Width:** 0 **Area:** 400

Story of Origin: 1 **Floors Below Grade:** **Floors Above Grade:** 1

Floors Damaged -

Minor: **Significant:** 0 **Heavy:** 1 **Extreme:** 0 **Total:**

Incident Arson Investigation

Incident: 2018-1811041-000 Version 41 of 41 Saved On: 6/21/2019 5:36:15 PM by Montgomery, Christine

Case Status: **Avail. of Material 1st Ignited:** **Entry Method:**

Fire Involvement on Arrival: **Property Ownership:** **Apparent Group Involvement:**

Incendiary Devices -

Container: **Ignition/Delay Device:** **Fuel:**

Suspected Motivational Factors: **Other Investigative Info:** **Initial Observations:**

Laboratory Used:

Incident Arson Agencies

Agencies Referred To:

Incident Personnel

Incident: 2018-1811041-000 Version 41 of 41 Saved On: 6/21/2019 5:36:15 PM by Montgomery, Christine

Personnel ID	Last Name	First Name	Rank / Position
F301	Watkins	Lyndal	Capt
F479	Vargas	Christian	FF
F517	Zapata	Mark	FF
F500	Gentry	Jaren	FF
F249	Worsham	Robert	DR
F332	Mackey	Don	DR

F506	Rizo	Salvador	FF
F532	Rodriguez	Terry	FF
F062	Peters	Drew	BC
F477	Almance-Molinar	Jesus	FF
F418	Kiser	Matthew	FF
F267	Campa	Ricardo	DR
F524	Schauer	Dusty	FF
F418	Kiser	Matthew	FF
F288	Rivera	Joe Eric	FI
F356	Hoppman	Norman	FI

Personnel Actions Taken

Incident: 2018-1811041-000 Version 41 of 41 Saved On: 6/21/2019 5:36:15 PM by Montgomery, Christine

Action
11 - Extinguish
11O - Extinguish-offensive fire
12 - Salvage & overhaul
21 - Search
73 - Provide manpower
81 - Incident command
82 - Notify other agencies.
86 - Investigate
87 - Investigate fire out on arrival
921 - Standby-Level I Staging

Incident Apparatus and Resources

Incident: 2018-1811041-000 Version 41 of 41 Saved On: 6/21/2019 5:36:15 PM by Montgomery, Christine

Unit ID	Dispatched	En-route	Arrival	Cleared Scene	Arrive Facility	Cleared Facility	In Service	In Qtrs
TRK1	08/15 20:31	08/15 20:34	08/15 20:38			08/15 21:50		
SQ03	08/15 20:31	08/15 20:33	08/15 20:37			08/15 21:50		
EMS3	08/15 20:31	08/15 20:32	08/15 20:37			08/15 21:12		
E03	08/15 20:31	08/15 20:32	08/15 20:36			08/15 20:53		
E01	08/15 20:31	08/15 20:32	08/15 20:36			08/15 21:50		
BAT1	08/15 20:31	08/15 20:32	08/15 20:36			08/15 21:49		
EMS1	08/15 20:31	08/15 20:32	08/15 20:35			08/15 20:55		
655F	08/15 20:37	08/15 20:37	08/15 20:37			08/15 21:50		
653F	08/15 20:42	08/15 20:42	08/15 20:42			08/15 21:50		

Apparatus Actions Taken

Incident: 2018-1811041-000 Version 41 of 41 Saved On: 6/21/2019 5:36:15 PM by Montgomery, Christine

Action
11O - Extinguish-offensive fire
12 - Salvage & overhaul
21 - Search
73 - Provide manpower
81 - Incident command
82 - Notify other agencies.
86 - Investigate
87 - Investigate fire out on arrival
921 - Standby-Level I Staging

Incident Narrative

Incident: 2018-1811041-000 Version 41 of 41 Saved On: 6/21/2019 5:36:15 PM by Montgomery, Christine

Title: EMS3 **Type: 2 - Company** **Author: Christian Vargas**

Narrative Text:

On Wednesday, 15 August 2018 at 20:31:24, unit EMS3 responded to a reported 111 - Building fire at 501 STOREY AVE, Midland, TX 79701. Upon arrival at 512 STOREY AVE #A, Midland, TX 79701, a 111B - Building fire-working fire incident was found.

Unit EMS3 arrived at 20:37:20 with 2 personnel

The actions taken by this unit were: 73 - Provide manpower.

EMS3 responded along with several other units on a structure fire. Upon arrival, no patients were found and EMS3 personnel assisted in fire ground operations.

F479

Title: SQ03 **Type: 2 - Company** **Author: Ricardo Campa**

Narrative Text:

On Wednesday, 15 August 2018 at 20:31:24, unit SQ03 responded to a reported 111 - Building fire at 501 STOREY AVE, Midland, TX 79701. Upon arrival at 512 STOREY AVE #A, Midland, TX 79701, a 111B - Building fire-working fire incident was found.

Unit SQ03 arrived at 20:37:36 with 2 personnel

The actions taken by this unit were: 11O - Extinguish-offensive fire and 12 - Salvage & overhaul. SQ03 responded to 512 Storey in reference to structure fire along with several other units. SQ03 personnel assisted in fire ground operations. Ricardo Campa Driver.

Title: E03 **Type: 2 - Company** **Author: Robert Worsham**

Narrative Text:

On Wednesday, 15 August 2018 at 20:31:24, unit E03 responded to a reported 111 - Building fire at 501 STOREY AVE, Midland, TX 79701. Upon arrival at 512 STOREY AVE #A, Midland, TX 79701, a 111B - Building fire-working fire incident was found.

Unit E03 arrived at 20:36:52 with 2 personnel

The actions taken by this unit were: 12 - Salvage & overhaul.

E03 assisted with salvage and overhaul and returned to service when released by command.

Title: TRK1 **Type: 2 - Company** **Author: Lyndal Watkins**

Narrative Text:

On Wednesday, 15 August 2018 at 20:31:24, unit TRK1 responded to a reported 111 - Building fire at 501 STOREY AVE, Midland, TX 79701. Upon arrival at 512 STOREY AVE #A, Midland, TX 79701, a 111B - Building fire-working fire incident was found.

Unit TRK1 arrived at 20:38:15 with 2 personnel

The actions taken by this unit were: 11 - Extinguish and 21 - Search.

TRK1 performed a search on the primarry residence and the garage. TRK1 then assisted E01 with extinguishment.

Title: E01 **Type: 1 - Incident** **Author: Don Mackey**

Narrative Text:

On Wednesday, 15 August 2018 at 20:31:24, units TRK1, SQ03, EMS3, E03, E01, BAT1, EMS1 and 655F responded to a reported 111 - Building fire at 501 STOREY AVE, Midland, TX 79701. Upon arrival at 512 STOREY AVE #A, Midland, TX 79701, a 111B - Building fire-working fire incident was found.

The primary property use is 419 - 1 or 2 family dwelling.

Unit EMS1, the first arriving unit, arrived at 20:35:59. The last unit on scene, TRK1, cleared the scene at 21:50:09.

Actions taken by the primary responding units were: 11O - Extinguish-offensive fire; 12 - Salvage & overhaul and 21 - Search.

A total of 8 units and 15 personnel responded to this call.

Upon arrival detached shed was fully involved with main house exposure. Performed a quick hit and did an interior attack.

Title: Bat1 **Type: 2 - Company** **Author: Drew Peters**

Narrative Text:

On Wednesday, 15 August 2018 at 20:31:24, unit EMS1 responded to a reported 111 - Building fire at 501 STOREY AVE, Midland, TX 79701. Upon arrival at 512 STOREY AVE #A, Midland, TX 79701, a 111B - Building fire-working fire incident was found.

Unit EMS1 arrived at 20:35:59 with 2 personnel

The actions taken by this unit were: 921 - Standby-Level I Staging..Cause of fire possible arson, House was vacant called oncor service line from pole to house still energized, but no meter was in place....Drew Peters

Title: 653F **Type: 2 - Company** **Author: Norman Hoppman**

Narrative Text:

On Wednesday, 15 August 2018 at 20:42:00, unit 653F responded to a reported 111 - Building fire at 501 STOREY AVE, Midland, TX 79701. Upon arrival at 512 STOREY AVE #A, Midland, TX 79701, a 111B - Building fire-working fire incident was found.

Unit 653F arrived at 20:42:00 with 1 personnel

The actions taken by this unit were: 87 - Investigate fire out on arrival.

653F arrived on scene to assist F655. While 655 interviewed bystander, 653 began to investigate by taking additional photos inside of building with 655's camera.

Notation made that there was not currently a meter to the residence with no power supply to the apartment.
Fire appeared to start inside the main entrance to building.

No easily identifiable ignition source found. No injuries noted and no extension noted into main house on property.
Cause of fire undetermined. NMH 653F

Title: 655F **Type: 2 - Company** **Author: Joe Eric Rivera**

Narrative Text:

On Wednesday, 15 August 2018 at 20:37:17, unit 655F responded to a reported 111 - Building fire at 501 STOREY AVE, Midland, TX 79701. Upon arrival at 512 STOREY AVE #A, Midland, TX 79701, a 111B - Building fire-working fire incident was found.

Unit 655F arrived at 20:37:17 with 1 personnel

The actions taken by this unit were: 86 - Investigate.

On Wednesday, 15 August 2018 at 20:37:17, units with the Midland Fire Dept responded to 512 STOREY AVE #A, Midland, TX 79701, where a working structure was found. Fire ground operations started to extinguish fire of the apartment structure behind a vacant house.

655 responded to the structure and arrived during fire found operations and flames still coming out of structure. I noted fire and smoke coming from the windows and under the patio of the apt. I began to obtain photos and obtain information while bystanders still on scene.

The structure involved was a vacant apt type structure aprox 500 sq ft that sustained severe fire, heat and water damage. An aluminum patio covering was also damaged that was attached between the apt and the vacant house. The vacant house did not sustain any obvious damage from fire.

After full extinguishment of fire in apt, I continued my investigation and obtaining photos of incident. Burn patterns indicate that the fire originated just inside the doorway on the south end of the apt. The south door was located between the vacant house and apt. Upon entry was a room that sustained the most severe damage caused by fire, heat and water damage. Oncor was on site and stated that there was service going to the residence, but did not have any electricity in service at the time of the fire going to vacant house or the apt involved in fire. I noted a significant amount of rubbish such as food cans, furniture, clothing and appeared to be piled up in different areas of the apt and appeared to be vacant and not occupied on a normal basis.

The fire cause for this incident is undetermined. The ignition source is undetermined. Area of origin is south of the apt just inside the doorway on the floor. Point of origin not found. This incident will remain open and re-assessed should any other information be given to the FMO. Owners unknown and not on scene at time of fire. Unknown whether the structures were insured. No injuries noted at time of incident. Completed call without incident.....Joe Eric Rivera.....

Title: EMS1 **Type: 2 - Company** **Author: Jesus Almance-Molinar**

Narrative Text:

On Wednesday, 15 August 2018 at 20:31:24, unit EMS1 responded to a reported 111 - Building fire at 501 STOREY AVE, Midland, TX 79701. Upon arrival at 512 STOREY AVE #A, Midland, TX 79701, a 111B - Building fire-working fire incident was found.

Unit EMS1 arrived at 20:35:59 with 2 personnel

The actions taken by this unit were: 921 - Standby-Level I Staging.

Ems 01 responded to a fire, we level 01 staged and cleared the scene

MIDLAND FIRE DEPARTMENT
RELEASED TO:
Code Enforcement
James Rawls
C. Montgomery


DROP TINE
DISPOSAL
Midland, Texas
NO




Pecos
ROAD
WORK
AHEAD






ABC




Storey




ABC
ABC
ABC
ABC
ABC
ABC
ABC
ABC




ABC
ABC
ABC


ABC
ABC
ABC

City Council Meeting

Item Number: 29

Meeting Date: January 25, 2022

To: City Council / City Manager

From: Kelly Martinez, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 3,627-SQUARE FOOT PORTION OF LOT 1, BLOCK 6, BANKHEAD ADDITION, SECTION 7, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST FRONT STREET AND BANKHEAD HIGHWAY), WHICH IS PRESENTLY ZONED C, COMMERCIAL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN AN AXE BAR 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, Michael Smith is requesting a Specific Use Designation with term for the sale of alcoholic beverages for on-premises consumption in an axe bar at 3201 W. Front Street, Suite C and D, Midland, Texas 79701.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Current Zoning:

C, Commercial District

Surrounding Zoning and Land Use:

The properties to the north, east, south, and west are all zoned C, Commercial District, and the locations a tint shop, an auto body shop, a muffler shop, and a vacant building.

Discussion:

The applicant is requesting a Specific Use Designation to be able to sell all alcoholic beverages for on premises consumption, within an axe bar. The property is zoned C, Commercial District, which allows for the sale and on-premises consumption of alcoholic beverages with the approval of a Specific Use Designation.

Tall City Axe House 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 3,627 square feet, with an alcohol serviceable area of 1,833 square feet. Tall City Axe House will feature four (4) axe throwing lanes with two (2) targets per lane. All customers will have to sign a waiver whether participating in axe throwing or not. Alcohol will not be allowed in throwing lanes and all axe throwers will be limited to two drinks per one hour session of throwing. There will be coaches monitoring these lanes to ensure safety.

This site requires a minimum of 18 parking spaces. The site currently has 23 parking spaces, which are shared by all businesses on this lot. The adjacent businesses operate Monday through Friday and close at 5 p.m. This will allow Tall City Axe House to have access to all parking spaces after 5 p.m. Therefore, this site meets the required parking spaces. In addition, this site has adequate restroom facilities.

The axe bar will have the following hours of operation and alcohol service:

Monday through Thursday from 5:00 p.m. to 11:00 p.m.

Friday from 4:00 p.m. to 12:00 p.m. (midnight)

Saturday from 12:00 p.m. (noon) to 12:00 a.m. (midnight)

Sunday from 12:00 p.m. (noon) to 10:00 p.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 or schools within 300 feet of the property.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No objections.

Engineering: (Approved)

No objection to zone change. [For the Applicant's information only.]

Transportation: (Approved)

No objection to zone change.

Building Code: (Approved with Conditions)

The previous use of this space was an Auto Mobile related occupancy, therefore a Building Permit is required to receive a Certificate of Occupancy for the new use.

Planning:

The request is compliant with the *Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to* "Encourage the development of places where Midland residents can gather and socialize to build connections." (Tall City Tomorrow page 137) Tall City Axe House will create a unique entertainment experience where Midland Residents can gather and socialize.

This request was approved at the January 3, Planning and Zoning Commission meeting.

This request meets all requirements; therefore, staff recommends approval of a Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in an axe bar, subject to Conditions A through G.

Conditions:

A. **That the alcoholic serviceable area of the axe bar shall be limited to approximately 1,833 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 Thursday from 5:00 p.m. to 11:00 p.m.

Friday from 4:00 p.m. to 12:00 p.m. (midnight)

Saturday from 12:00 p.m. (noon) to 12:00 a.m. (midnight)

Sunday from 12:00 p.m. (noon) to 10:00 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 establishment shall be in operation within 120 days from the final adoption date of this ordinance.**

Letters of Objection:

As of January 12, 2022, staff has not received any letters of objections.

Attachments:

Application
Floor Plan (Exhibit A)
Site Plan (Exhibit B)
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 3,627-SQUARE FOOT PORTION OF LOT 1, BLOCK 6, BANKHEAD ADDITION, SECTION 7, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST FRONT STREET AND BANKHEAD HIGHWAY), WHICH IS PRESENTLY ZONED C, COMMERCIAL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN AN AXE BAR 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 3,627-square foot portion of Lot 1, Block 6, Bankhead Addition, Section 7, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in an axe bar (the "Establishment") for on-premises consumption, together with the uses permitted in the present C, Commercial District.

SECTION TWO. That the Property shall be subject to the following conditions and

restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 1,833 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 Thursday from 5:00 p.m. to 11:00 p.m.;
Friday from 4:00 p.m. to 12:00 a.m. (midnight);
Saturday from 12:00 p.m. (noon) to 12:00 a.m. (midnight); and
Sunday from 12:00 p.m. (noon) to 10:00 p.m.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more

sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2022; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2022, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

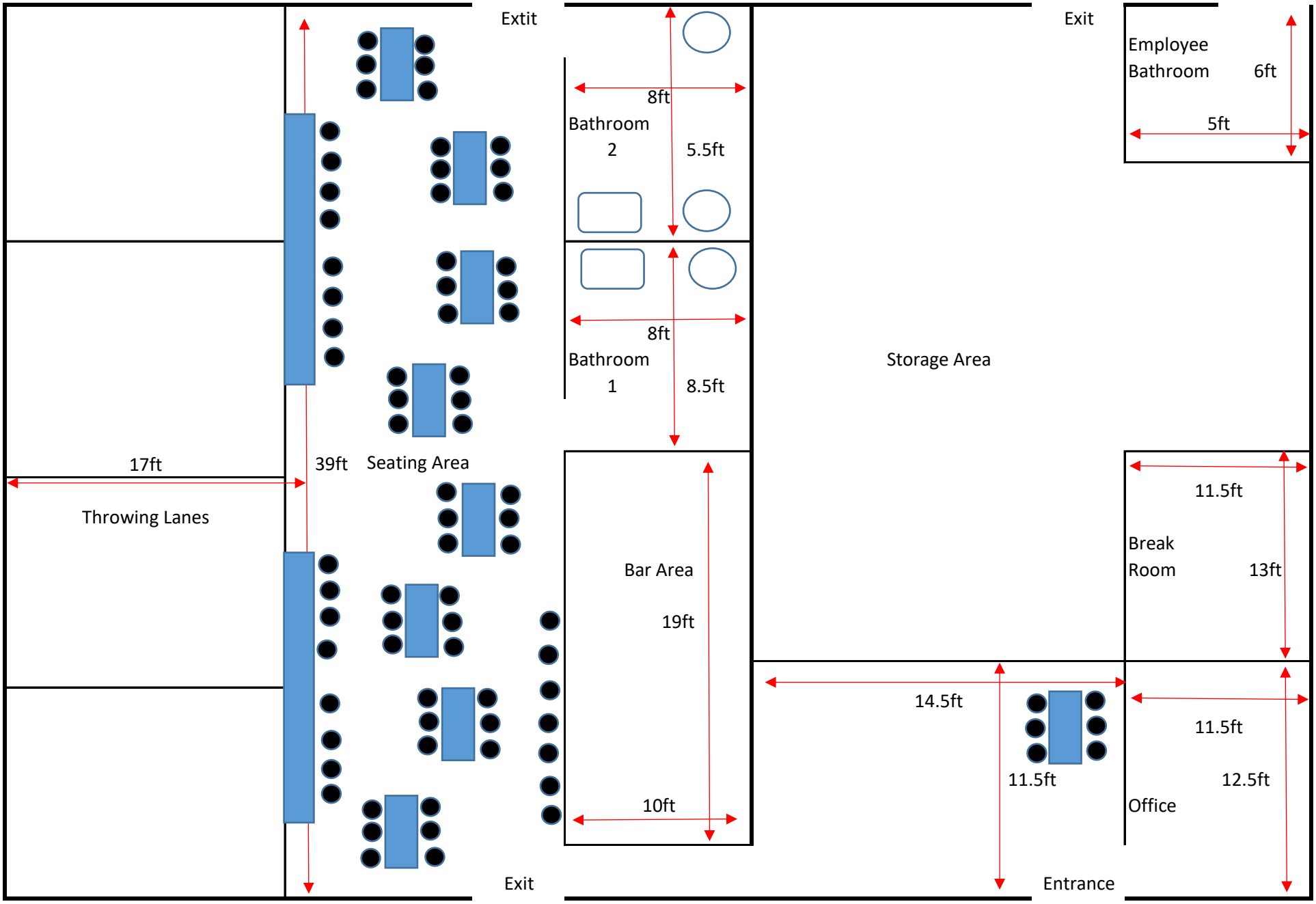
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"



PACKET

(Serviceable) 1833 SF

29.9

January 25, 2022

MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: SUD-21-0120

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Michael Smith		Phone (432) 703-6940 Email mikebsmith@hotmail.com	
Address 615 Dallas St.	City Big Spring	State TX	Zip 79720
Property Owner Printed Name: William Reinert		Phone (432) 967-3348 Email willreinert@benmark.com	
Address P.O. Box 198	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: 3201 W Front Suite C & D

Business Name: Tall City Axe House

Legal Description
Lot: 001 Block: 006 Subdivision: Bankhead Sec. 7

Current Zoning: Commercial

Reason for Request: _____

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Axe Bar

Proposed/Current Days and Hours of Operation: Mon.-Thurs 5pm-11pm Sun 12pm-10pm Fri-Sat. 12pm-12am

Proposed Days and Hours of Alcohol Service: Mon-Thurs- 5pm-11pm Sun 12pm-10pm Fri-Sat 12pm-12am

Total Square Footage of Business: 3627

Square Footage of Alcohol Serviceable Area: ~~3627~~ 1833

Restroom Fixtures:	*Men*	**Toilets/Urinals:**	1 / 1	**Bathroom Sinks:**	1
	Women	**Toilets:**	1	**Bathroom Sinks:**	1

RECEIVED
DEC 07 2021
BY: .....

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:
Applicant (printed): Mike Smith	
Property Owner (signature):	Date:
Property Owner (printed): William Reinert Reinert Mgmt	

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 Michael Smith who, being by me duly sworn, upon oath says: That (s)he is authorized by William Reinert, 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.

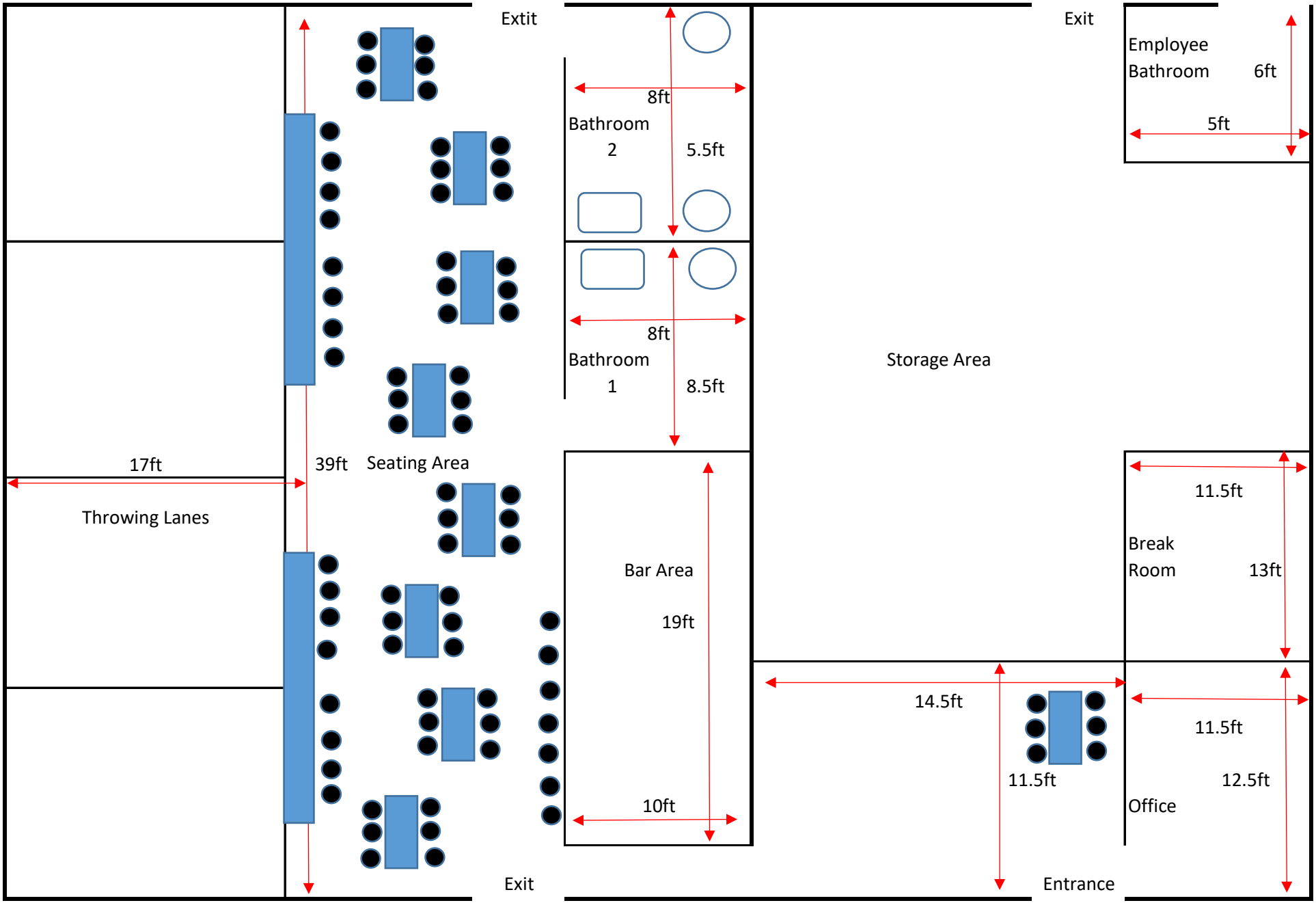
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 7th day of Dec, 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

****Application will not be considered for scheduling until reviewed by a planner.****

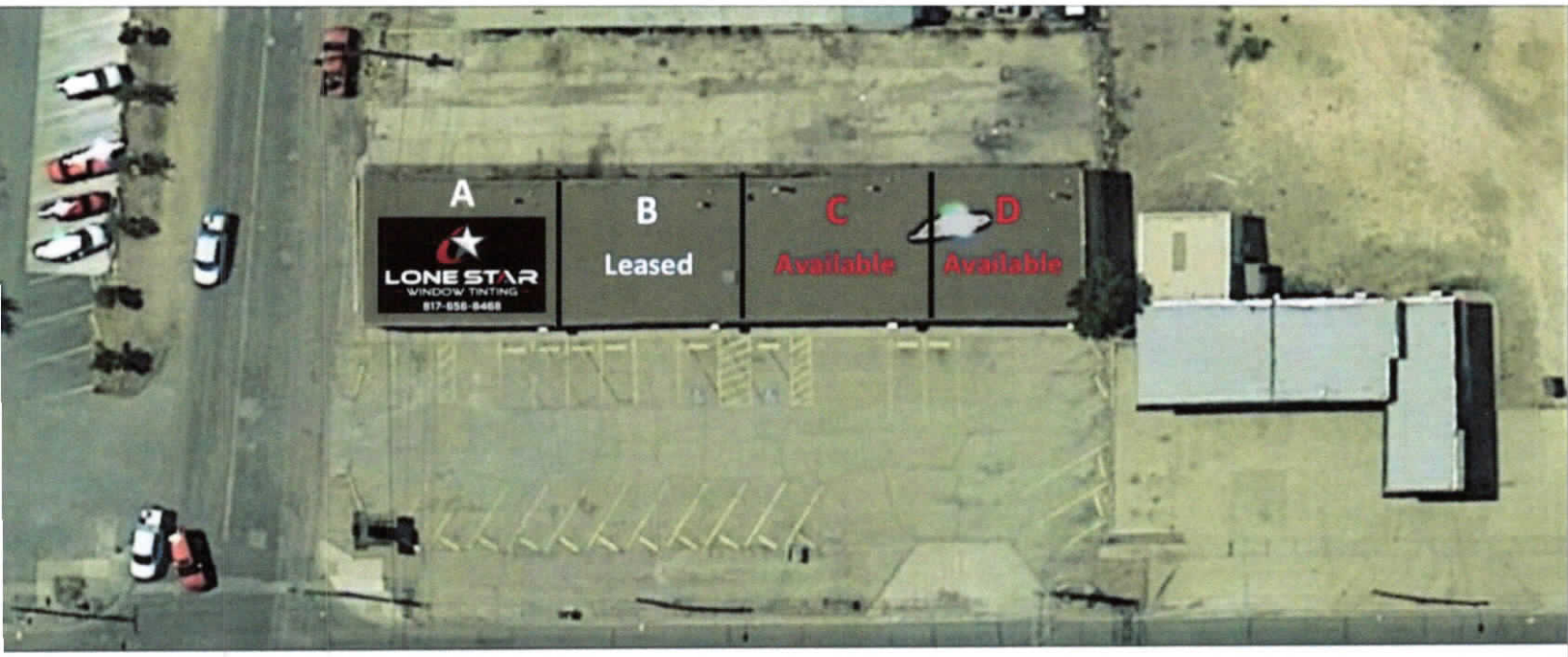


PACKET

(Serviceable) 1833 SF

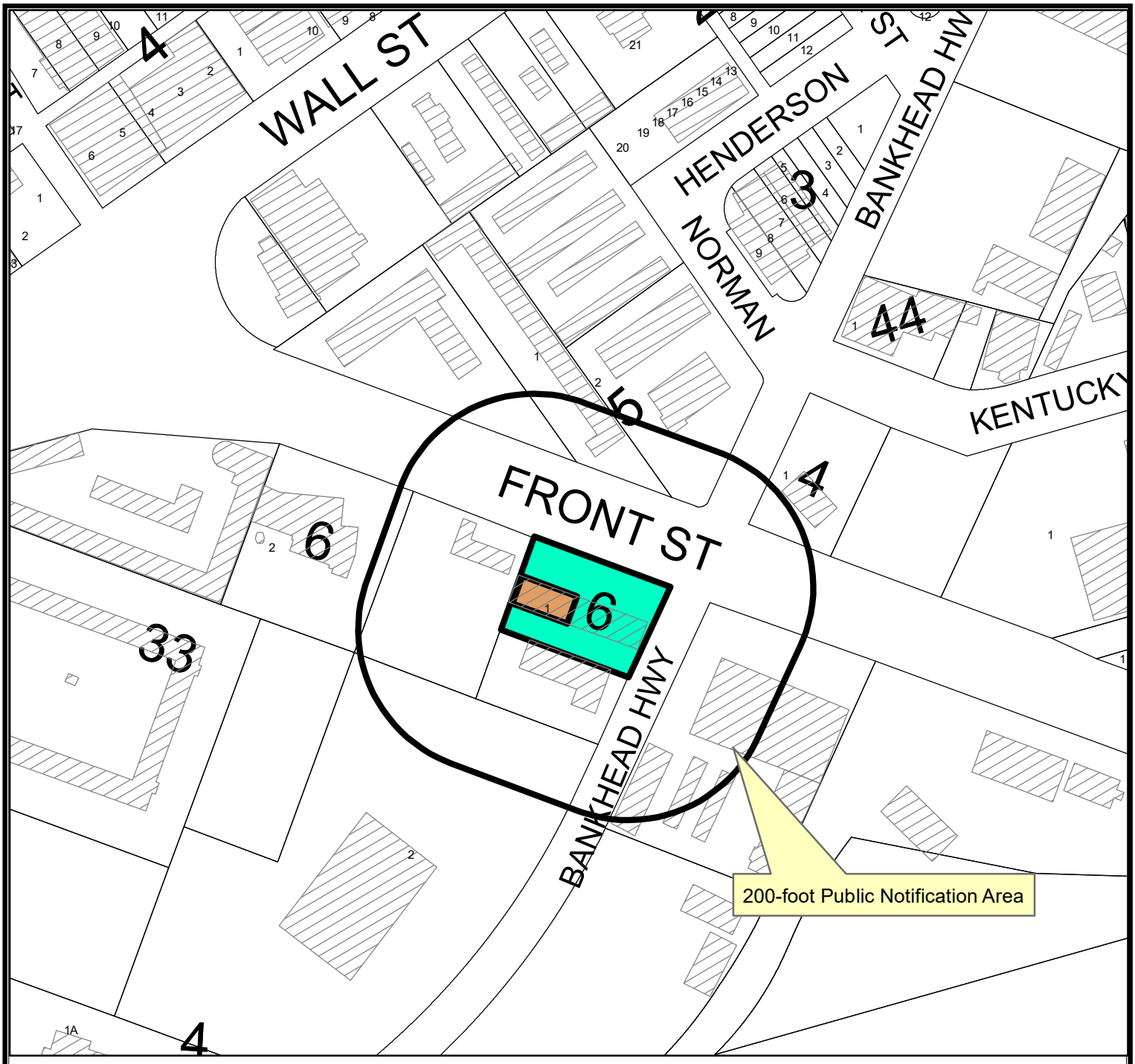
29.12

January 25, 2022





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LOCATION MAP

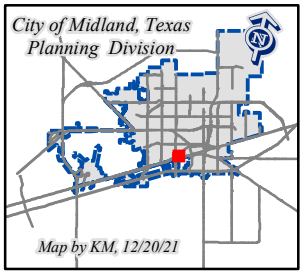
SUD-21-0120 **Scale: 1" = 200'**

Consider a request by Michael Smith for a Specific Use Designation with Term for the sale of all alcoholic beverages for on-premises consumption, in an axe bar, on a 3,627 square foot portion of Lot 1, Block 6, Bankhead Addition, Section 7, City and County of Midland, Texas.
Generally located on the southwest corner of the intersection of W. Front Street and Bankhead Highway. (Council District 2)

PACKET 29.14

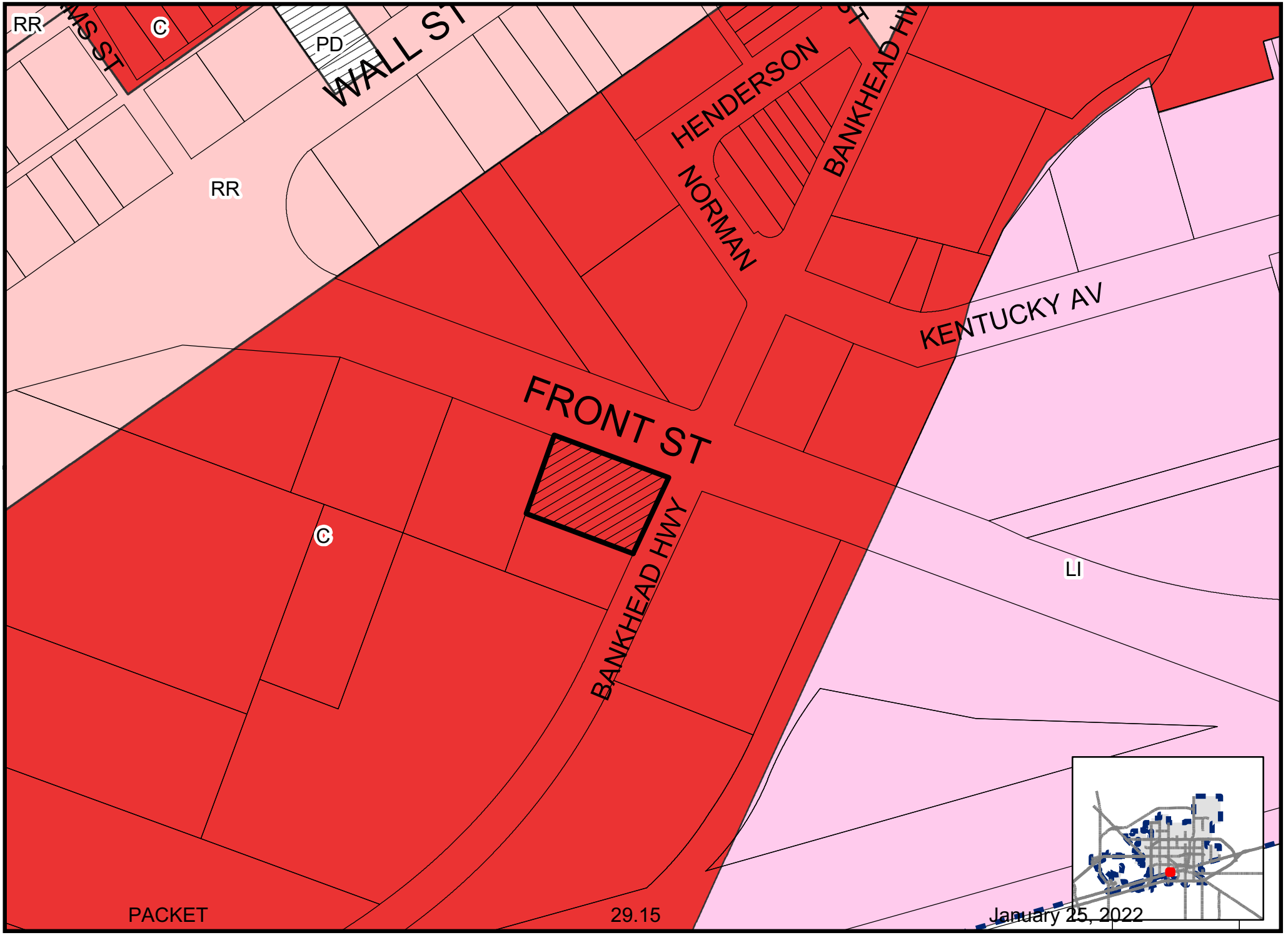
LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



January 25, 2022

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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By KM, 12/20/21

SUD-21-0120

Scale: 1" = 200'

ZONING MAP

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West
Odessa
Williams
St
BUDGET
INN & SUITES
MIDLAND MUFFLER
BRAKE & ALIGNMENT
MOTEL


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CALIBER COLLISION
Windshields Etc
WEST TEXAS
WE
432-248-6996




Yuengling
WE'RE BRINGING THE GOODS
TO TEXAS
DOLLAR
GENERAL

City Council Meeting

Item Number: 30

Meeting Date: January 25, 2022

To: City Council / City Manager

From: Justin Smith, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 4,011-SQUARE FOOT PORTION OF LOT 6A, BLOCK 62, BELMONT ADDITION, SECTION 23, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF EAST INTERSTATE 20, APPROXIMATELY 615 FEET NORTH OF WEST TERRELL STREET), WHICH IS PRESENTLY ZONED BP, I-20 BUSINESS PARK 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, Samuel Leyva, is requesting a Specific Use Designation with term for the sale of alcoholic beverages for on-premises consumption in a restaurant at 503 E Interstate 20, Suite 124, Midland, Texas, 79701.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Current Zoning:

BP, I-20 Business Park District

Surrounding Zoning and Land Use:

The property is located at 503 E Interstate 20, Suite 124 in a BP, I-20 Business Park District. The property to the north is zoned PD, Planned Development District and the location of commercial buildings and single-family housing. The properties to the east are zoned RR, Regional Retail District, and BP, I-20 Business Park District. They are the location of retail shops and a Best Western Plus. The property to the west is zoned BP, I-20 Business Park District, and the location of vacant lots.

Discussion:

Samuel Leyva, a business owner of Garley's Mexican Restaurant, is requesting a Specific Use Designation to be able to sell alcoholic beverages for on premises consumption, within a restaurant. The property is zoned BP, I-20 Business Park District, which allows for the sale and on-premises consumption of alcoholic beverages with the approval of a Specific Use Designation.

Garely's Mexican Restaurant is currently 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 4,011 square feet, with an alcohol serviceable area of 1,467 square feet inside of the establishment. The site currently has adequate parking and restroom facilities.

The restaurant will have the following hours of operation:

Monday through Thursday: 5:30 a.m. to 9:00 p.m.
Friday and Saturday: 5:30 a.m. to 10:00 p.m.
Sunday: 7:30 a.m. to 9 p.m.

The restaurant will have the following hours of alcohol service:

Monday through Thursday: 7:00 to 12:00 a.m. (midnight)
Friday and Saturday: 7:00 a.m. to 1:00 a.m.
Sunday: 10:00 a.m. to 12:00 a.m. (midnight)

Per Midland City Code 5.4.4. –Prohibited place of business

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public school, public school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no churches or schools within 300 feet of the property.

This project has been circulated to all City departments for review. Below are the department comments.

Building Code: (Approved with Conditions)

The SUD for Garely's Restaurant is acceptable. The property must adhere to the maximum occupant load of 140. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Oil and Gas: (Approved)

No objections.

Engineering: (Approved)

No objection.

Fire: (Approved)

No objections

Transportation: (Approved with Conditions)

Patio appears to extend into City right-of-way. Separate ROW License required, if so.

No objections to use.

Planning:

The request is in compliance with the *Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to* "Encourage the development of places where Midland residents can gather and socialize to build connections." (Tall City Tomorrow page 137) Garley's Meixcan Restaurant will create a sophisticated atmosphere where Midland Residents can relax and enjoy drinks with their meal.

This request meets all requirements; therefore, staff recommends approval of a Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to Conditions A through G.

Conditions:

A. **That the alcoholic serviceable area of the restaurant shall be limited to approximately 1,467 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 Thursday: 7:00 to 12:00 a.m. (midnight)
Friday and Saturday: 7:00 a.m. to 1:00 a.m.
Sunday: 10:00 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 January 20, 2022, staff has not received any letters of objections.

Attachments:

Application
Floor Plan (Exhibit A)
Site Plan (Exhibit B)
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 4,011-SQUARE FOOT PORTION OF LOT 6A, BLOCK 62, BELMONT ADDITION, SECTION 23, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF EAST INTERSTATE 20, APPROXIMATELY 615 FEET NORTH OF WEST TERRELL STREET), WHICH IS PRESENTLY ZONED BP, I-20 BUSINESS PARK 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 4,011-square foot portion of Lot 6A, Block 62, Belmont Addition, Section 23, 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 BP, I-20 Business Park District.

SECTION TWO. That the Property shall be subject to the following conditions and

restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 1,467 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 Thursday from 7:00 a.m. to 12:00 a.m. (midnight);
Friday and Saturday from 7:00 a.m. to 1:00 a.m. of the following day; and
Sunday from 10:00 a.m. to 12:00 a.m. (midnight).

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2022; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2022, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

_____
Patrick N. Payton, Mayor

ATTEST:

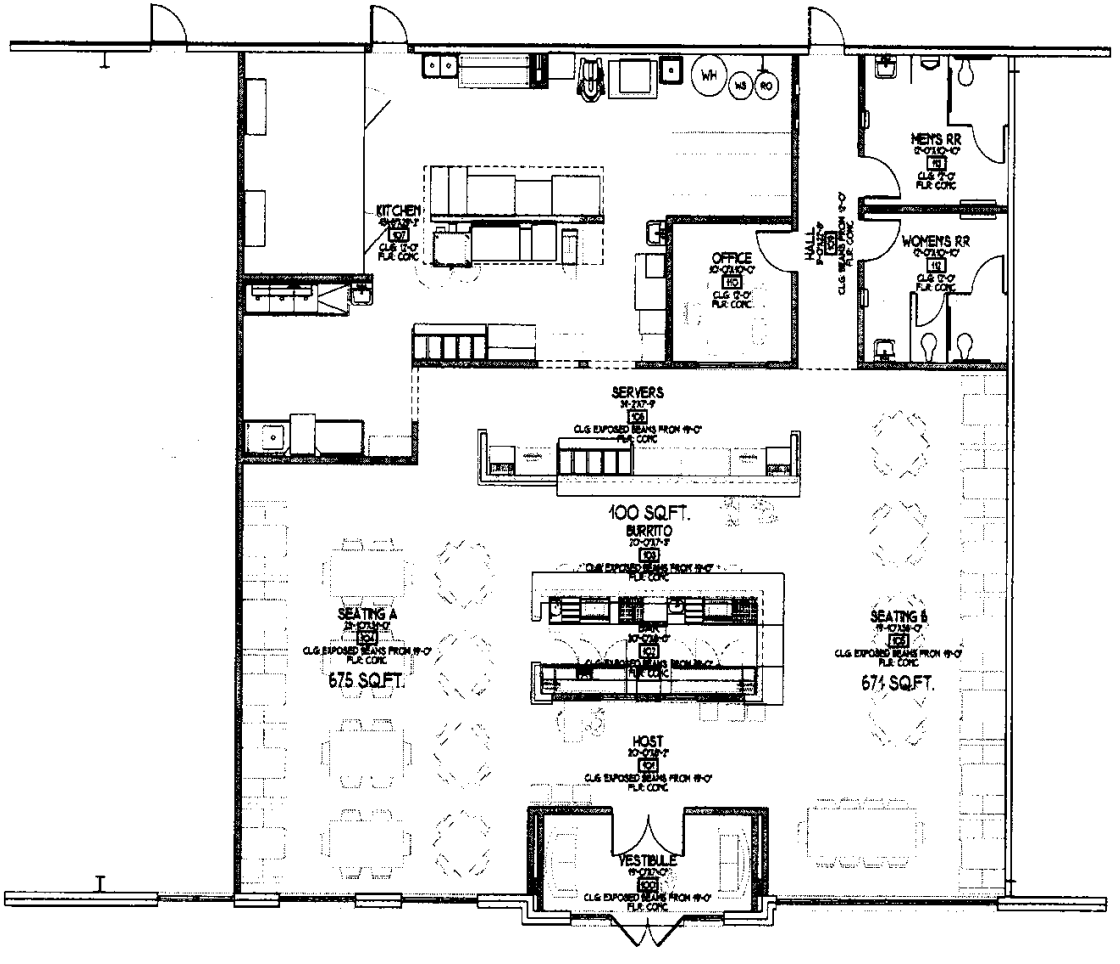
_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney



WALL LEGEND

EXISTING WALL TO REMAIN

NEW 2X WALL

NEW MASONRY WALL

SQUARE FOOTAGES	
NAME	FOOTAGE
SUITE 02	4,014 SQ.FT.

01 NEW FLOOR PLAN

SCALE: 1/4" = 1'-0"

EXHIBIT A

PRELIMINARY
NOT FOR CONSTRUCTION

DESIGN & DRAFTING BY: CORNERSTONE DESIGN GROUP

REVISION

DRAWN BY: LUIS

SHEET TITLE: NEW FLOOR PLAN

GAREL Y'S MEXICAN RESTAURANT
503 E INTERSTATE 20
MIDLAND, TEXAS

SHEET NUMBER: A-2.2

SHEET 03 OF 12

36.9

XREF NA21-EXIST.DWG

OCCUPANCY SCHEDULE

ROOM NUMBER	ROOM NAME	OCCUPANCY DESIGNATION	ALLOWANCE	SQUARE FOOTAGE	OCCUPANCY LOAD
100	VESTIBULE	ACCESSORY	300	133 SQ. FT.	0.4
101	HOST	ASSEMBLY UNCONCENTRATED	15	153 SQ. FT.	10.9
102	BAR	ASSEMBLY UNCONCENTRATED	15	150 SQ. FT.	10.7
103	BURRITO	KITCHEN	200	145 SQ. FT.	0.7
104	SEATING A	ASSEMBLY UNCONCENTRATED	15	733 SQ. FT.	48.9
105	SEATING B	ASSEMBLY UNCONCENTRATED	15	734 SQ. FT.	48.9
106	SERVERS	KITCHEN	200	236 SQ. FT.	1.2
107	KITCHEN	KITCHEN	200	1,000 SQ. FT.	5.0
109	HALL	ACCESSORY	300	113 SQ. FT.	0.4
110	OFFICE	BUSINESS	100	100 SQ. FT.	1.0
112	WOMEN'S RR	ACCESSORY	300	130 SQ. FT.	0.4
113	MEN'S RR	ACCESSORY	300	130 SQ. FT.	0.4
					120.9

PLUMBING FIXTURE COUNT

USE GROUP - A-2
TOTAL OCCUPANCY: 132 (66 MALE & 66 FEMALE)

	REQUIRED	PROVIDED
WATER CLOSETS (FEMALE)	1	2
WATER CLOSETS (MALE)	1	1
URINALS (MALE)	0	1
LAVATORIES	2	2
OTHER	REQUIRED	PROVIDED
SERVICE SINK	1	1

EGRESS CALCULATION:

OCCUPANCY: 132
REQUIRED EGRESS WIDTH: 0.2" X 132 = 26.4"
PROVIDED EGRESS WIDTH: 4 X 36" = 144"
NUMBER OF EXITS PROVIDED: 3

CODE REVIEW:

OCCUPANCY: A2 - RESTAURANT

100% AUTOMATIC FIRE-SPRINKLERED

NON-COMBUSTABLE WALLS (METAL STUD)

FIRE-RATED WALLS BETWEEN TENANT SPACES

MIDLAND Planning Division

Specific Use Designation Application (Non-Alcohol)

Case Number: SUP-21-0119

Ord. Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Samuel Leyva Gavely's Mexican Restaurant		Phone (308) 233-7077 Email samuelleyva711@gmail.com	
Address 503 E I-20	City Midland	State TX	Zip 79701

Property Owner Printed Name: Belmont Realty		Phone (432) 570-9202 Email bobweidner@sbcglobal.net	
Address P.O. Box 2932	City Midland	State TX	Zip 79702

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Type of Permit: Late hours 1:00 am

For Office Use Only ☐ with Term ☐without Term

Is there any Code Enforcement action pending on property? ☐ Yes ☐ No

Street Address: 503 E I-20 Midland, Tx 79701

Legal Description

Lot: 06A Block: 062 Subdivision: Belmont, Sec 23 Suites 1223 124

Current Zoning:

Maximum Floor Area: 60 x 60 **Maximum Occupancy:** 125

Proposed hours and days of use or operation: Monday - Sunday

M-Thurs 5:30 am - 11:00 pm Fri - Sunday 5:30 am - 1:00 am

Reason for request: Bar addition to restaurant

Applicant's opinion as to why the request will not adversely affect the public safety, health, morals, general welfare, and convenience: _____

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): Samuel Leyva	Date: 12-06-2021
Applicant (printed): Samuel Leyva	
Property Owner (signature): Robert B Weidner	Date: 12-06-2021
Property Owner (printed): Robert B Weidner	

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 Samuel Leyva who, being by me duly sworn, upon oath says: That (s)he is authorized by Robert Weidner, 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.

Samuel Leyva
Authorized Agent (*signature*)

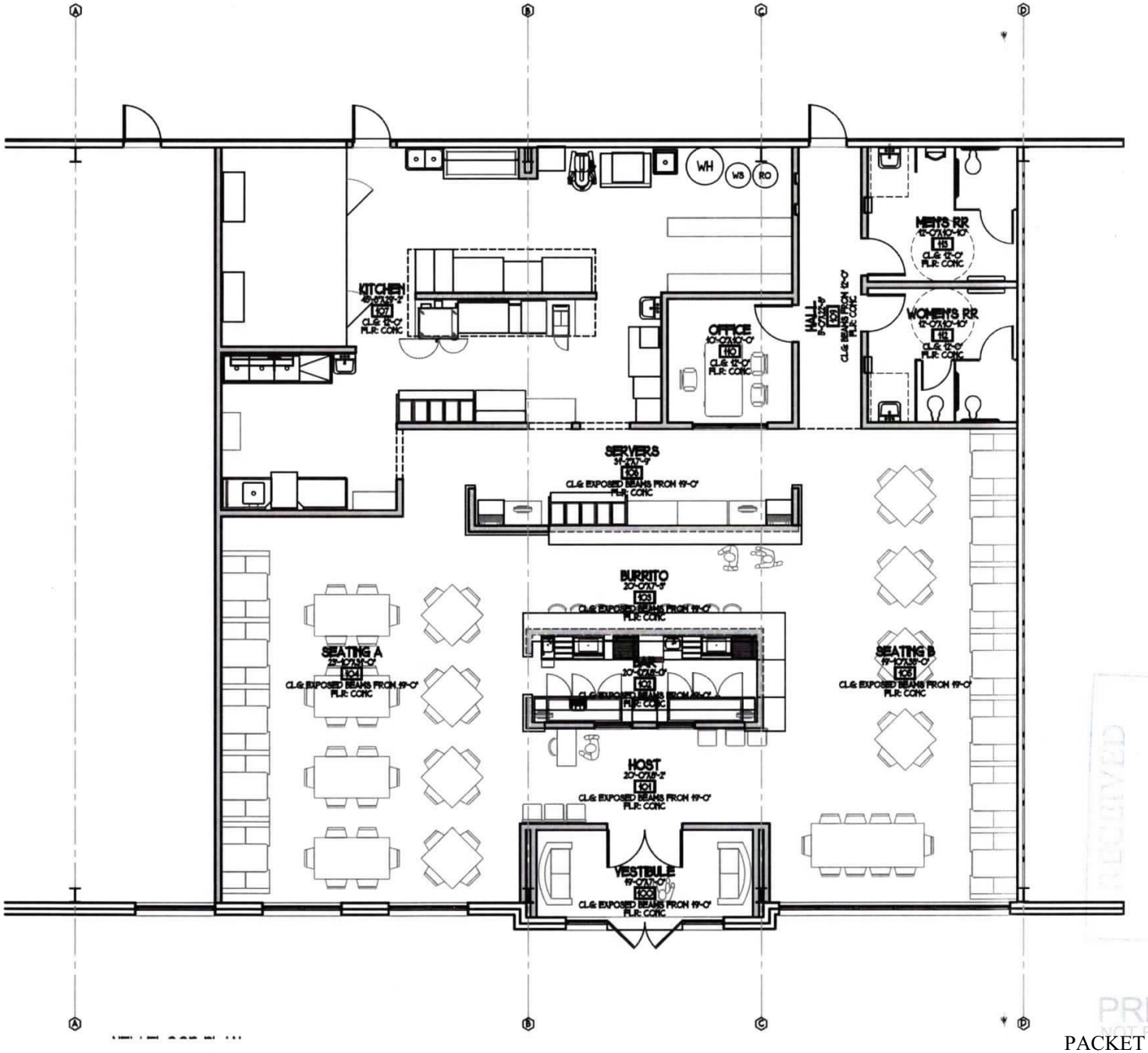
Subscribed and sworn to before me, this 6th day of December, 20 21, to certify which witness my hand and seal of office.

MELISSA ARMENDARIZ
Notary Public, State of Texas
Comm. Expires 07-05-2024
Notary ID 130726525

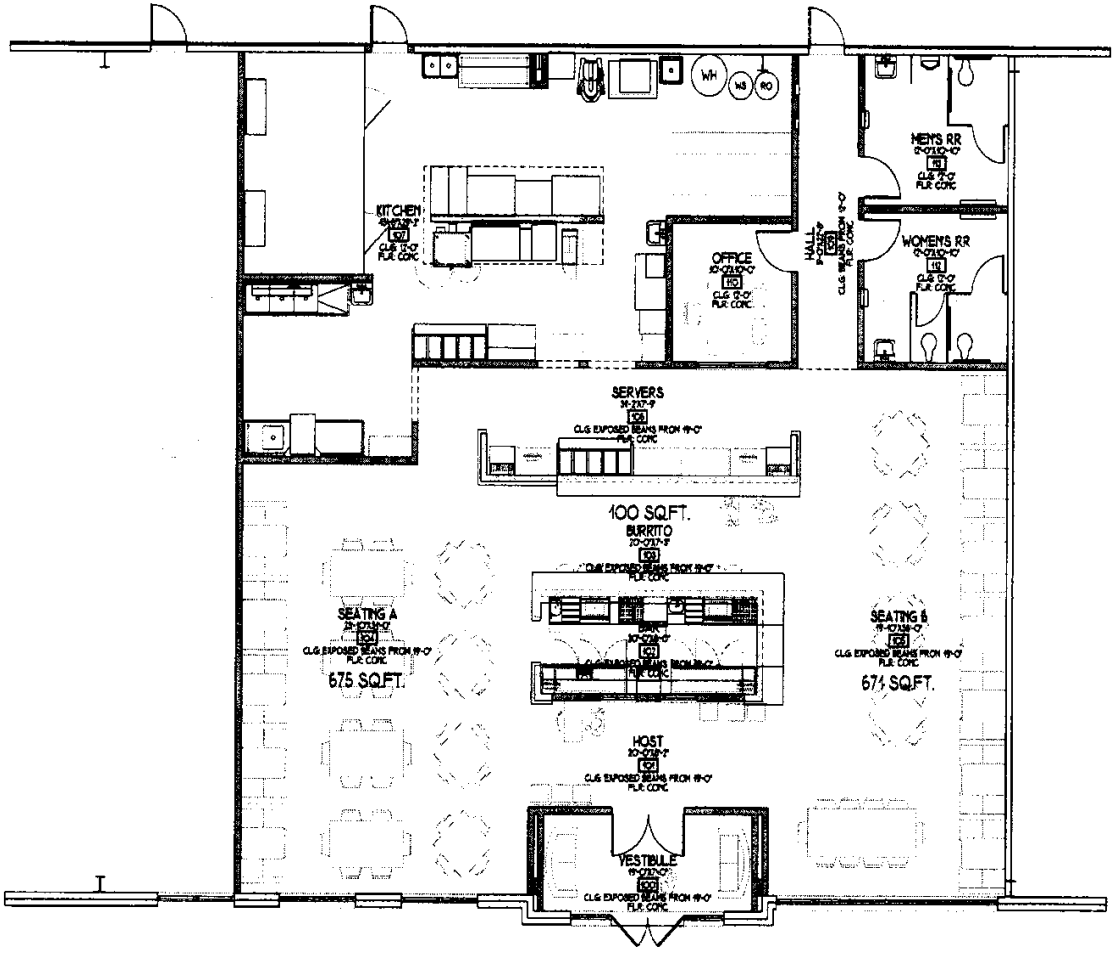
Melissa Ay
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

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.****



RECEIVED
SEP 30 2019



WALL LEGEND

EXISTING WALL TO REMAIN

NEW 2X WALL

NEW MASONRY WALL

SQUARE FOOTAGES	
NAME	FOOTAGE
SUITE 02	4,014 SQ.FT.

PRELIMINARY
NOT FOR CONSTRUCTION

01 NEW FLOOR PLAN
SCALE: 1/4" = 1'-0"

EXHIBIT A

DESIGN & DRAFTING BY:
CORNERSTONE DESIGN GROUP
PHONE: (432)684-6008

REVISION

DRAWN BY
LUIS

SHEET TITLE
NEW FLOOR PLAN

GAREL Y'S MEXICAN RESTAURANT
503 E INTERSTATE 20
MIDLAND, TEXAS
PROJECT NUMBER: 1838

SHEET NUMBER
A-2.2
SHEET 03 OF 12

36.9
XREF NA21-EXST.DWG

OCCUPANCY SCHEDULE

ROOM NUMBER	ROOM NAME	OCCUPANCY DESIGNATION	ALLOWANCE	SQUARE FOOTAGE	OCCUPANCY LOAD
100	VESTIBULE	ACCESSORY	300	133 SQ. FT.	0.4
101	HOST	ASSEMBLY UNCONCENTRATED	15	153 SQ. FT.	10.9
102	BAR	ASSEMBLY UNCONCENTRATED	15	150 SQ. FT.	10.7
103	BURRITO	KITCHEN	200	145 SQ. FT.	0.7
104	SEATING A	ASSEMBLY UNCONCENTRATED	15	733 SQ. FT.	48.9
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106	SERVERS	KITCHEN	200	236 SQ. FT.	1.2
107	KITCHEN	KITCHEN	200	1,000 SQ. FT.	5.0
109	HALL	ACCESSORY	300	113 SQ. FT.	0.4
110	OFFICE	BUSINESS	100	100 SQ. FT.	1.0
112	WOMEN'S RR	ACCESSORY	300	130 SQ. FT.	0.4
113	MEN'S RR	ACCESSORY	300	130 SQ. FT.	0.4
					125.9

PLUMBING FIXTURE COUNT

USE GROUP - A-2
TOTAL OCCUPANCY: 132 (66 MALE & 66 FEMALE)

	REQUIRED	PROVIDED
WATER CLOSETS (FEMALE)	1	2
WATER CLOSETS (MALE)	1	1
URINALS (MALE)	0	1
LAVATORIES	2	2
OTHER	REQUIRED	PROVIDED
SERVICE SINK	1	1

EGRESS CALCULATION:

OCCUPANCY: 132
REQUIRED EGRESS WIDTH: 0.2" X 132 = 26.4"
PROVIDED EGRESS WIDTH: 4 X 36" = 144"
NUMBER OF EXITS PROVIDED: 3

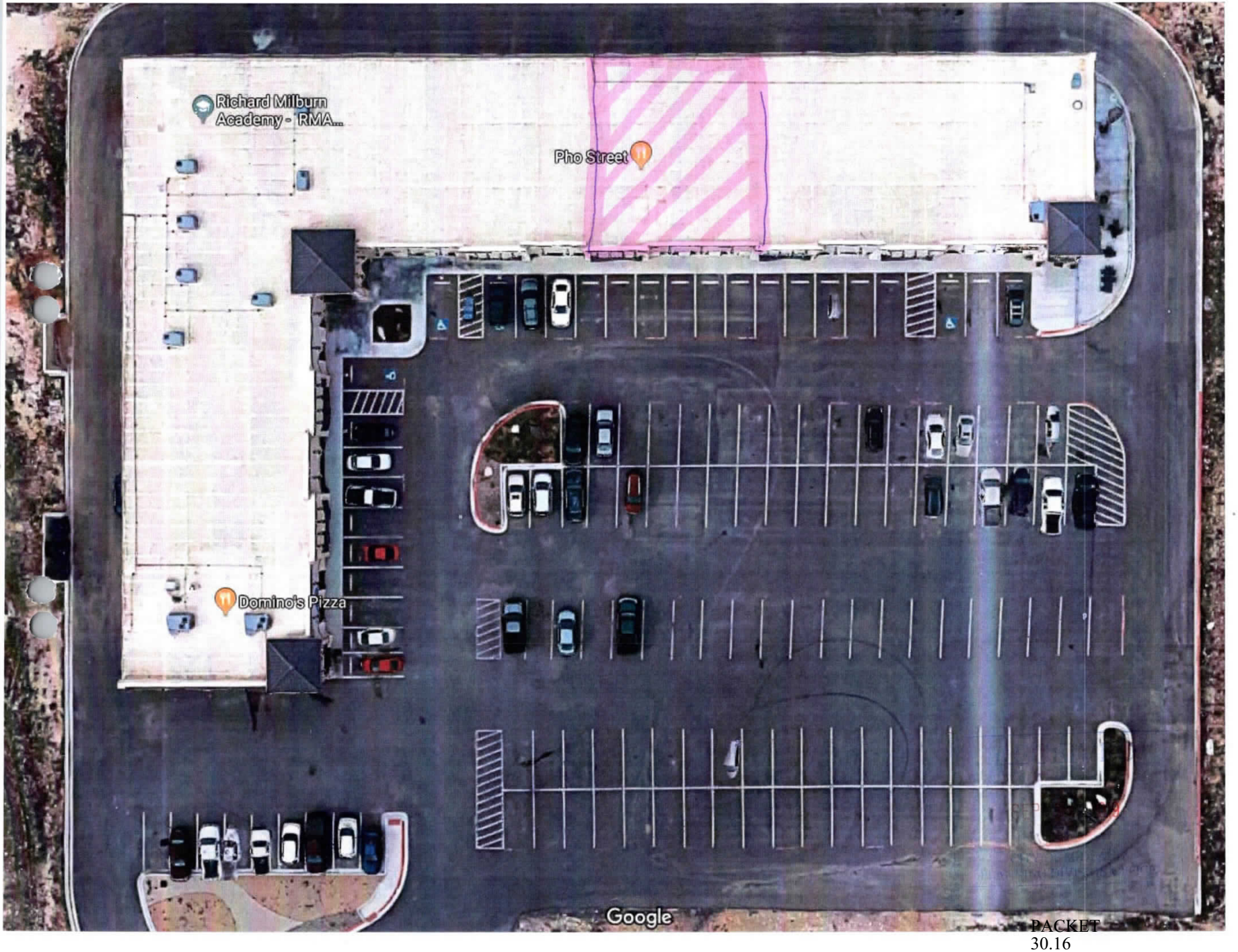
CODE REVIEW:

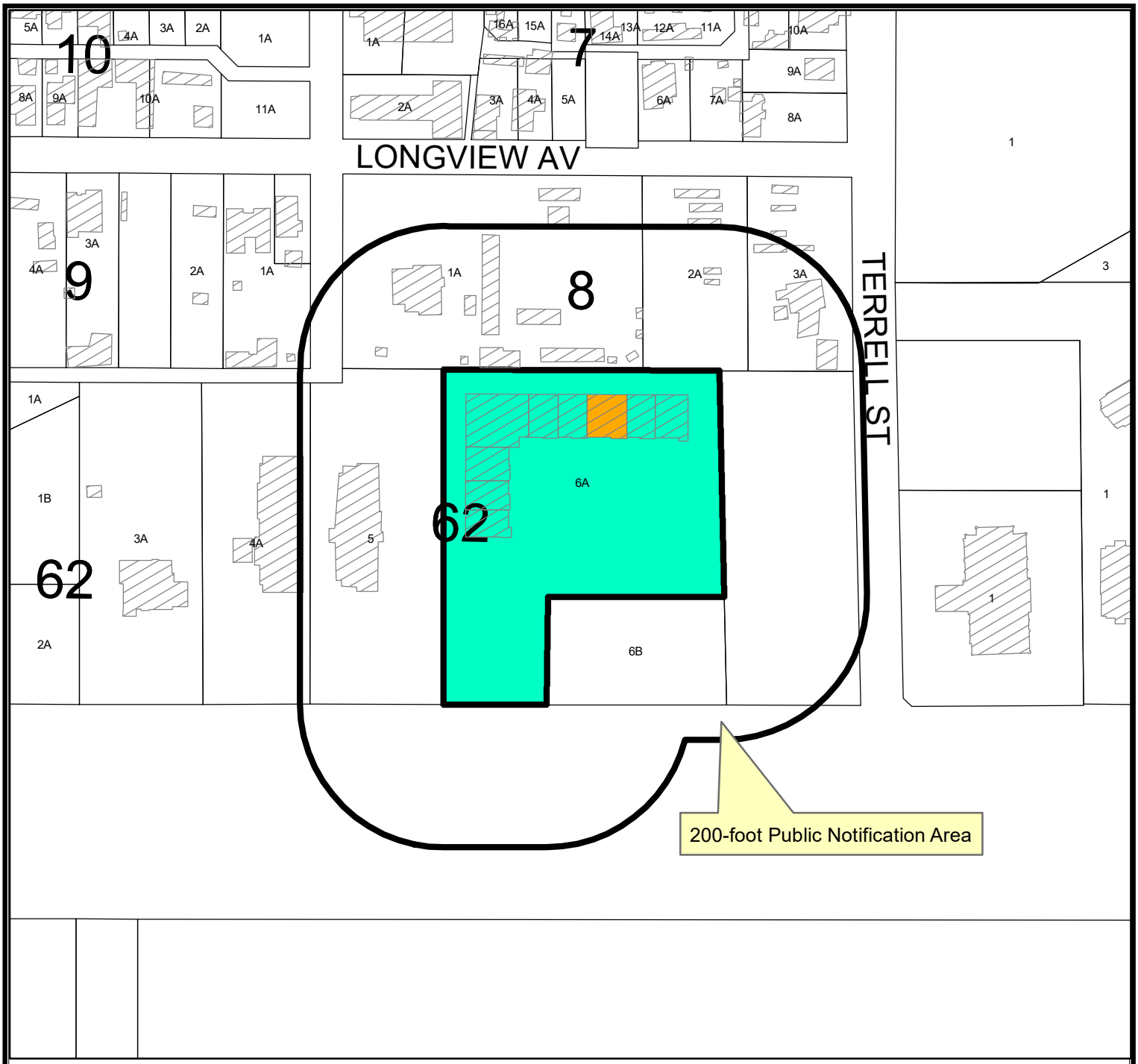
OCCUPANCY: A2 - RESTAURANT

100% AUTOMATIC FIRE-SPRINKLERED

NON-COMBUSTABLE WALLS (METAL STUD)

FIRE-RATED WALLS BETWEEN TENANT SPACES


Richard Milburn Academy - RMA...
Pho Street
Domino's Pizza
Google



LOCATION MAP

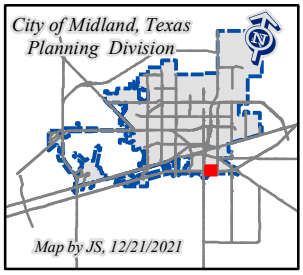
SUB-21-0119 **Scale: 1" = 2400'**

Consider a request by Garely's Mexican Restaurant, for a Specific Use Designation with Term for the sale of all alcoholic beverages for on-premises consumption, in a restaurant, on a 4,011 square foot portion of Lot 6A, Block 62, Belmont Adittion, Section 23, City and County of Midland, Texas.

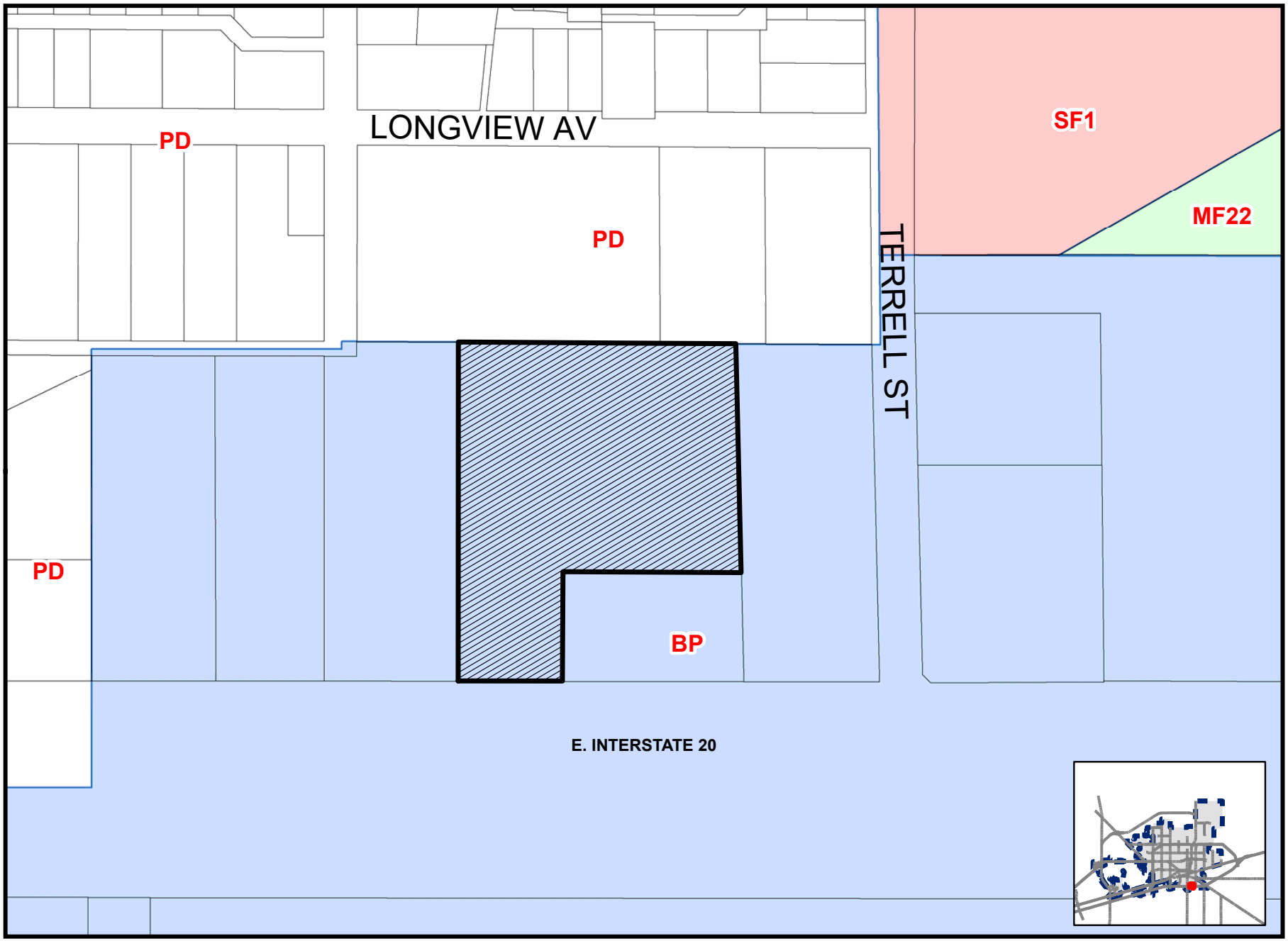
Generally located on the north of E Interstate 20, approximately 615 feet west of S Terrrell Street. (Council District 2)

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.



Map By ES, 12/21/2021

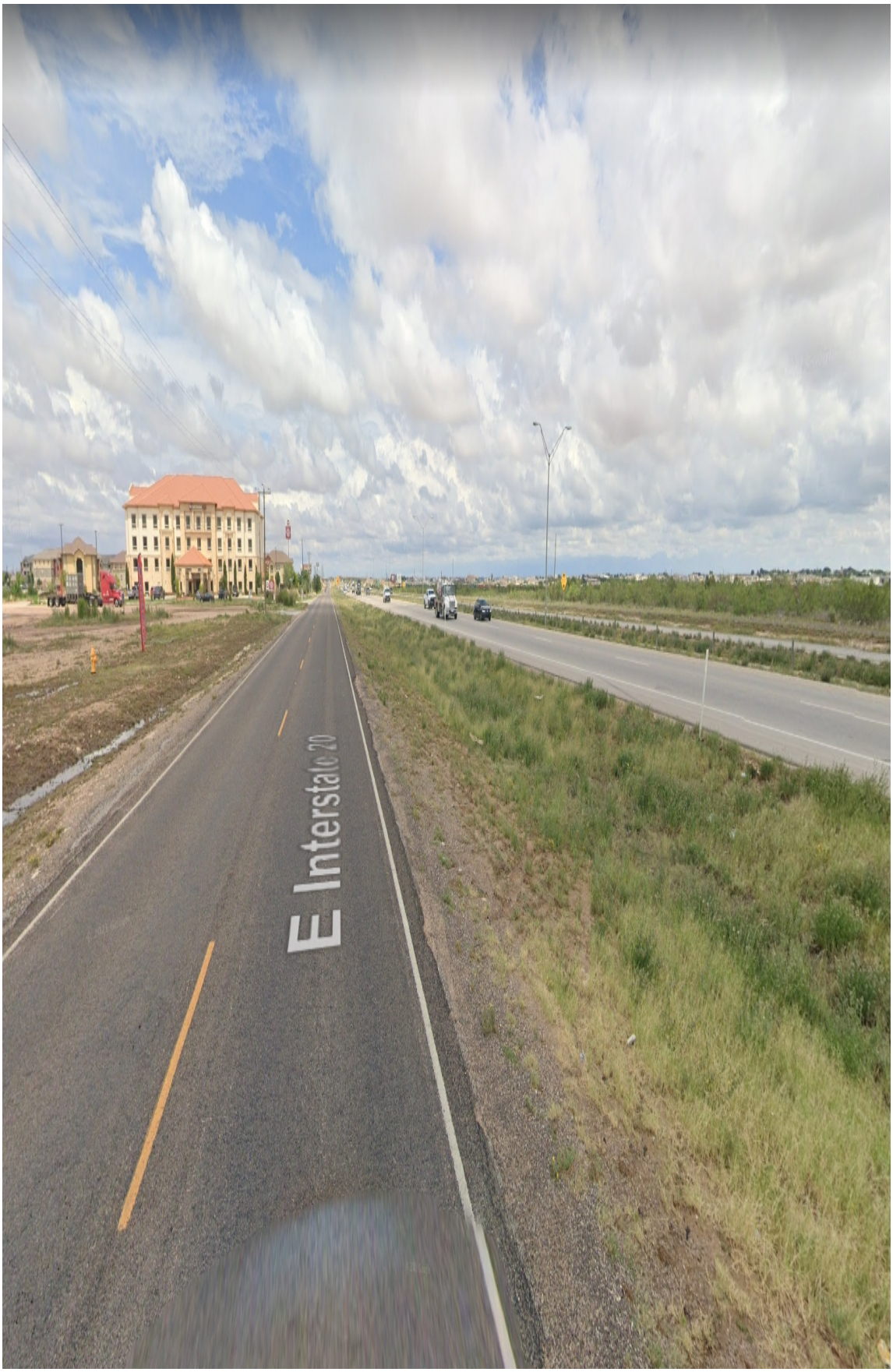
SUD-21-0119

Scale: 1" = 2,000'

ZONING MAP

PACKET
30.18
January 25, 2022




E Interstate 20




E Interstate 20

BOARDS AND COMMISSIONS OF THE CITY OF MIDLAND
January 11, 2022

AIRPORT PLANNING AND DEVELOPMENT BOARD

(Advisory)
(Membership-10; Terms - 3 Years expiring 3-3-4.)

	Appt Date	Term Expires	Eligibility Expires
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
Beverly Dillow	10/21	Sept 30 2024	Sept 30 2027
Dave Joyner	10/21	Sept 30 2024	Sept 30 2027
Robert Richards	10/21	Sept 30 2024	Sept 30 2027

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.

Eligibility Requirements: Resident of Midland County

ANIMAL SERVICES ADVISORY COMMISSION

(Advisory)
(Membership - 7; Terms - 4 Years)

	Appt Date	Term Expires	Eligibility Expires
Leah Lewis (daily operations)	09/17	Sept 30 2025	Does not expire??
Robert “Robin” Donnelly (County)	11/13	Sept 30 2025	Sept 30 2025
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)

Eligibility Requirements: 1 License Veterinarian, 1 Animal Shelter Employee, 1 Animal Welfare Organization Representative, 1 County or Municipal Official, 2 Citizens

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)			

Eligibility Requirements: Members shall reside within the City.

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)

	Appt Date	Term Expires	Eligibility Expires
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
Ellen K. Ramsey	10/18	Sept 30 2023	Sept 30 2023
Vicky Hailey	09/21	Sept 30 2023	Sept 30 2025
Amy Turner (Liaison)			
Lori Blong (Council Liaison)			

Eligibility Requirements: Members shall be thoroughly familiar with Chapter 351, “Municipal Hotel Occupancy Taxes”, 1 Member Representative of Hotel/Motel Association.

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 2024

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)

Eligibility Requirements: No director or employee shall be related to a current City Council member.

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
Wes Gotcher	09/20	Oct 2022
Robert Lehrer	09/20	Oct 2022
Latoya Mayberry	06/21	Oct 2023
Sylvestor Cantu	09/18*	Oct 2023
Cheryl Wadley (Resident Commissioner)	11/19	Oct 2023

Isaac Garnett (Staff Liasion)

Eligibility Requirements: No member may be an officer or employee of the City of Midland.

MIDLAND-ODESSA URBAN TRANSIT DISTRICT BOARD

(Decision Making)
(Membership – 12 with 6 appointed by Midland; Terms - 2 Years Staggered; Can serve 3 terms)

	Appt Date	Term Expires	Eligibility Expires
E. J. Baldridge	10/18	Sept 30 2022	Sept 30 2024
Iris Foster	06/18*	Sept 30 2022	Sept 30 2024
Joseph Sanchez	12/19	Sept 30 2023	Sept 30 2025
Jack Ladd	07/20	Sept 30 2022	Sept 30 2026
Daniel Norwood	04/21	Sept 30 2023	Sept 30 2027
Elizabeth Haigler	04/21	Sept 30 2023	Sept 30 2027

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
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
Rhett Bullock (Petroleum Eng.)	09/21	Sept 30 2024	Sept 30 2026
Cameron Willmann (Real Estate)	10/21	Sept 30 2024	Sept 30 2026

Ron Jenkins (Liaison)

Eligibility Requirements: 3 Petroleum Engineers or Geologists and 2 with Property Development or Real Estate Experience.

PARKS AND RECREATION COMMISSION

(Advisory)
(Membership - 9; Terms - 3 Years expiring 3-3-3.)

	Appt Date	Term Expires	Eligibility Expires
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
Shirley Howard	02/16*	Sept 30 2024	Sept 30 2024

Cristina Odenburg-Burns (Liaison)
John Norman (Council Liaison)

Eligibility Requirements: Resident Citizen, Taxpayer and Qualified Voter.

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)

Eligibility Requirements: Board consists of two City Council members and one other member who is not a City employee.

PLANNING AND ZONING COMMISSION

(Advisory & Decision Making)
(Membership - 7; Terms - 3 Years)

	Appt Date	Term Expires	Eligibility Expires
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
Adrian Carrasco	09/21	Sept 30 2024	Sept 30 2027
ALTERNATES:			
Emily Holeva	09/20	Sept 30 2023	Sept 30 2026
Beverly Dillow	09/21	Sept 30 2024	Sept 30 2027

Elizabeth Shaughnessy (Liaison)

Eligibility Requirements: Resident citizen of City of Midland, owner of real property within the City Limits and qualified Voter.

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
Reed Claybrook	03/19*	Sept 30 2022	Sept 30 2024
Derek Whiting	01/18*	Sept 30 2023	Sept 30 2023
E.J. Baldridge	02/18	Sept 30 2023	Sept 30 2023
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**	

Jeff Pinkstaff (Staff Liaison)

MIDLAND DEVELOPMENT CORPORATION
(Membership - 7: Terms - 3 Years - Staggered)
FEBRUARY 2021 - DECEMBER 2021

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Chase Gardaphe	Jan 14 2022	91%	10	11	Yes	Still interested in serving
Wesley Bownds	Jan 14 2022	91%	10	11	No	
Barry Simpson	Jan 14 2022	100%	11	11	Yes	Still interested in serving
Stephen Lowery	Jan 14 2023	82%	9	11	Yes	
P Lourcey Sams	Jan 14 2023	100%	11	11	Yes	
Jill Pennington	Jan 14 2023	55%	6	11	Yes	
Brad Bullock	Jan 14 2024	55%	6	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)						
Brandi 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					
Lucy Sisniega (D2)						
Ronnie Scott (D4)						
J. Ross Lacy (D1)						
Crystal McGinnis (D1)						
James Eisenwine (D1)						
Michael Trost (D4)						

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: 6/30/2021

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

PO Box 1152

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

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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.

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Signature of Applicant

_____

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City of Midland

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FAX: (432) 685-7433

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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.

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Signature of Applicant



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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:

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Signature of Applicant

Brandi Alexander

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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

(City) (State) (Zip)

Email: garner@gonzalescontractors.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 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:

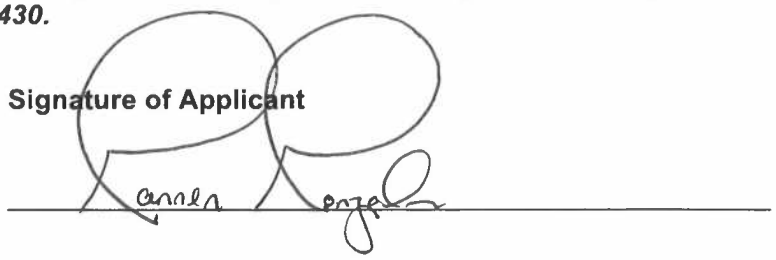
David Arrington - CEO of Arrington David H Oil & Gas

Justin Herricks-CEO of Precision Pipe Rentals

Zahir Noormohamed, CPA- Owner of Accounting Noormohamed Zahir

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Signature of Applicant



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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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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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PLEASE TYPE OR PRINT CLEARLY:

Date: 4/13/2021

Name: Melissa Mosier

Phone: 4326409278 **(Home)**

4325619990 x 111 **(Business)**

Address: 708 Beckley Dr

Midland TX 79703

(City) (State) (Zip)

Email: mmosier@ez-rider.org

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

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(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

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MIDLAND
Feel the Energy!

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: 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:

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

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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)

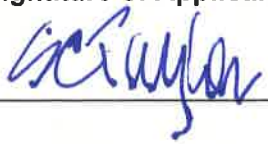
(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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PLEASE TYPE OR PRINT CLEARLY:

Date: 12/29/2021

Name: James Michael Eisenwine

Phone: 432-234-3303 **(Home)**

Address: 1006 Almont pl

(Business)

Midland TX 79705

Email: jmeisenwine@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 .5 **years.**

Occupation: Commercial Banker

Professional and/or Community Activities:

Previously: Shamrock TX - Salvation Army Unit Leader, Volunteer Fire Department Officer, Elected School Board Member, Church finance and personell committee member. Miami Tx / Roberts County - Economic developement corporation officer, Community Developement Corporation Officer, Volunteer Fire Department Officer, ISD District Improvement Committee Member

What is your personal vision for the City?

Growth, economic power/stability, and family wellness

Please specify any time constraints you may have.

Early mornings Wednesday and some Tuesday/Thursday evenings in the spring semester. I attend hybrid night classes at MC

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(1) Name of Board/Commission:

Midland Developement Corportation

Others as qualified

Please tell us why you are interested in serving on this board or commission.

I always have a passion for the development and maintenece of my local community, both civically and economically.

What contribution would you most like to make?

Sound, level headed judgement and creative thinking. I feel that the purpose of a board is to be a place to share and openly discuss new ideas, while also vetting and acting on the best of those ideas. I alway let my boards know that I am open, honest, and opiniated. I expect the board to vote based on their own judgement and always respect the board vote.

Additional pertinent information or references:

Education: Texas Tech University Bachelors of Business Administration in Management Information Systems

Texas Tech University Masters of Business Administration Concentration in Entrepreneurship

Work History: FNB-Amherst 2007-2014 AimBank 2014-2021 First Bank and Trust 2021 - present

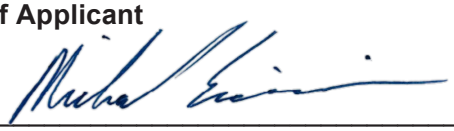
(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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PLEASE TYPE OR PRINT CLEARLY:

Date: 12/3/2021

Name: J.Ross Lacy

Phone: 432-254-1126 **(Home)**

Address: 5007 Apple Creek Rd. 432-683-5542 **(Business)**

Midland TX 79707

Email: j.rosslacy@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 35 **years.**

Occupation: President

Professional and/or Community Activities:

Midland City Council 2014-2019

UT System Chancellor's Council Executive Committee, UTPB President's Executive Committee

UTPB College of Business Advisory Council, JBS Leadership Insitutue Advisory Council, PBPA

What is your personal vision for the City?

To see Midland continue to grow and proper. Our core functions of infrastructure, public safety, quality of life and place should be paramount in our quest to be the shining example of what the Permian Basin has to offer.

Please specify any time constraints you may have.

Limited can make almost all meetings and events.

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(1) Name of Board/Commission:

Midland Development Corporation

Please tell us why you are interested in serving on this board or commission.

I served as the city council liasion to the MDC during my time on the city council. I can bring a level of institutional knowledge and hit the ground running with the projects and direction currently being pursued.

What contribution would you most like to make?

To continue to give back to my community. The MDC is uniquely positioned to help with the demands of our future growth.

We need solid leaders that can push the vision of Midland to become our reality.

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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PLEASE TYPE OR PRINT CLEARLY:

Date: 9/27/2021

Name: Reggie Lawrence

Phone: 432.770.0881 **(Home)**

Address: 4721 Timber Lane

(Business)

Midland TX 79707

Email: Reggie@LawrenceTX.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 18 **years.**

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.

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(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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PLEASE TYPE OR PRINT CLEARLY:

Date: 12/28/2021

Name: Crystal "Emerald" McGinnis

Phone: 432-349-5471 **(Home)**

Address: 4122 Fox Hollow Ct.

432-818-0300 **(Business)**

Midland TX 79707

Email: emcginnis@greenacresmidland.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 39 **years.**

Occupation: Project Manager/Landman

Professional and/or Community Activities:

The majority of my professional career has been spent working as an in-house landman (Nadel and Gussman Permian and Pioneer Natural Resources). Since December of 2021 I've been the Project Manager at Green Acres Minigolf. I was hired for my business and project management acumen. Helping complete and open Green Acres has been a gratifying experience, not the least of which because Midlander's seem to love their experiences at Green Acres.

What is your personal vision for the City?

My personal vision is for Midland to fulfill its potential to be the best city in Texas to raise a family within ten years.

Please specify any time constraints you may have.

As I mentioned I have recently transitioned into a new career. My current employment is relatively flexible. I now have the bandwidth to commit to an endeavor such as this.

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(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 always been interested in serving the community I grew up in. I volunteered for Habitat for Humanity and loved the experience because I was able to see a demonstrable benefit to the recipient. I have just recently (through my work at Green Acres) become

more familiar with MDC's purpose and I believe I can lend my previous experience to help MDC achieve its goals, and by extension see my personal vision realized.

What contribution would you most like to make?

I love a good project. I've spent my entire professional career taking on tough projects and getting them to the finish line. Whether that be an oil and gas acquisition or opening a minigolf course. The contribution I would most like to make is helping MDC tackle projects and get them to the finish line.

Additional pertinent information or references:

John Norman

Jeff Beard

Emily Statton-Smith

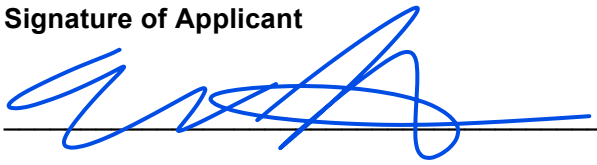
(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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PLEASE TYPE OR PRINT CLEARLY:

Date: 12/3/2021

Name: Ronnie Scott

Phone: 432-631-8266 **(Home)**

Address: 2412 Briaroaks Court

432-296-4693 **(Business)**

Midland Texas 79707

Email: r9scott@outlook.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 28 **years.**

Occupation: Engineer / Manager

Professional and/or Community Activities:

Professional - CEO of Development Capital Resources a PE backed company with ~$1.2B of investments. Previously President of Henry Resources / Henry Petroleum / Henry Energy. Have served on six energy company boards - 3 public / 3 private. Serve on Midland Chamber Board & VP of Henry Foundation. Previously a Founding Director of Educate Midland; MISD Facilities Comm.

What is your personal vision for the City?

MIdland remains a safe, secure place to live and work. It maintains a vibrant, moderately diverse economy with an economic emphasis on energy which includes but is not limited to oil and gas. It incorporates quality of life not as a cliche but as a practice for its citizens. It provides and encourages pathways to economic self-sufficiency.

Please specify any time constraints you may have.

I have a flexible work 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:

MIdland Development Corporation Board

Please tell us why you are interested in serving on this board or commission.

I feel MDC has been and will remain an important part of accomplishing the vision for Midland articulated above. I would enjoy being part of that.

What contribution would you most like to make?

I would like to help Midland continue to expand as an energy hub incuding oil and gas, solar, wind, nuclear, and potentially other forms of energy. Areas of interest include energy production, energy research, energy employment, and incubation of ideas. Energy "adjacent" ideas are also of interest.

Additional pertinent information or references:

I can compile a list of references for the position but have not done so to date. Feel free to contact people who may know me but who I have not solicited as references. You will likely get honest feedback - both good and bad - from these "non-references". Consider Patrick Payton, Bobby Burns, Grant Billingsley, Jim Henry, Rick Davis, Stewart Doreen, Jay Edwards.

(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

Ronnie Lart

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PLEASE TYPE OR PRINT CLEARLY:

Date: 11/30/2021

Name: Lucy D Sisniega

Phone: _____ **(Home)**

Address: 5408 Crowley blvd

(956) 2274500 **(Business)**

Midland TX 79707

Email: lucy@sisniegarealestate.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: Commercial Real Estate Agent, business owner

Professional and/or Community Activities:

S&S Commercial Real Estate- Vice President, M&L Distributors CEO, MRNHA-Chair, Midland P&Z Board, Midland Chamber of Com

I love to serve our Community, I volunteer my time in several non-profits programs. I financially support some of them.

What is your personal vision for the City?

My personal vision for the City is to create more programs for families, to bring developments that are family oriented, to create more jobs, not only for the oil industry but also to be the home of manufacturing, provide better education in schools. Midland is a beautiful Community, we should continue working on it and work in better plans for families to stay.

Please specify any time constraints you may have.

I am my own boss, I do my own schedule, I do travel for business, however, I am available most of the times.

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(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Midland Developmet Corporation

Please tell us why you are interested in serving on this board or commission.

I have 20+ experience in development, I believe I can be a great asset for this board. I have knowledge on City development and Real Estate, I had work in deals with big franchises and I can say I understand their needs.

What contribution would you most like to make?

My experience, my knowledge, I am a go getter, if I don't know the answer, I will find try to find it.

Additional pertinent information or references:

Former Mayor Jerry Morales, Former Mayor Ernest Angelo

Midland Mayor Patrick Payton

Midland Chamber of Commerce President - Bobby Burns, Congressman August Pfluger

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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PLEASE TYPE OR PRINT CLEARLY:

Date: 1/2/2022

Name: Michael B, Trost

Phone: 432-528-3611 **(Home)**

Address: 3619 W Louisiana

_____ **(Business)**

Midland TX 79703

Email: mbtrost38@icloud.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 40 **years.**

Occupation: Retired

Professional and/or Community Activities:

Midland Community Theater-Volunteer & Midland Odessa Symphony Chorale and others

What is your personal vision for the City?

Continue moving Midland in the direction of becoming a world class city.

Please specify any time constraints you may have.

None

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(1) Name of Board/Commission:

Midland Development Corporation (MDC)

Please tell us why you are interested in serving on this board or commission.

Public service experience IE: City Council 9 years, MDC 3 years, MOUTD 4 years, and Parks & Recreations 5 .5 years

What contribution would you most like to make?

Continue moving Midland in the direction of becoming a world class city.

Additional pertinent information or references:

Justice Judge Keith Stretcher, John James, Former Mayer Bobby Burns

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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