CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL MEETING
May 24, 2022 - 10:00 AM
300 North Loraine
Midland, Texas
Council Chamber - City Hall

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

OPENING ITEMS

1. Invocation – Pastor Anthony Paredes, Homeline Baptist Church

2. Pledge of Allegiance

CONSENT AGENDA

3. MOTION APPROVING THE FOLLOWING MINUTES:

   4a. SPECIAL SESSION OF MAY 5, 2022

   4b. BRIEFING SESSION OF MAY 10, 2022

   4c. REGULAR SESSION OF MAY 10, 2022

   4d. SPECIAL SESSION OF MAY 12, 2022

   4e. SPECIAL SESSION OF MAY 17, 2022

4. 2022-064 – RESOLUTION APPROVING THE CITY OF MIDLAND'S FISCAL YEAR 2022 INVESTMENT POLICY (DISTRICT: NONE) (FINANCE)

5. 2022-065 – RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BKD, LLP FOR AUDIT SERVICES FOR THE CITY OF MIDLAND, TEXAS (DISTRICT: NONE) (FINANCE)

6. 055-2022 – MOTION REJECTING THE SOLE PROPOSAL FOR CROSSING GUARD SERVICES; AND AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO: (I) REISSUE A REQUEST FOR PROPOSALS FOR CROSSING GUARD SERVICES PURSUANT TO THE STATUTES OF THE STATE OF TEXAS FOR ACCOMPLISHING THE WORK SET FORTH IN THE REQUEST FOR PROPOSALS, AND (II) NEGOTIATE A CONTRACT FOR SAID SERVICES; PROVIDED, HOWEVER, THAT SAID CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY

COUNCIL (DISTRICT: ALL) (GENERAL SERVICES)

7. 2022-066 – RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH PARAGON ROOFING, INC., THROUGH THE INTERLOCAL PURCHASING SYSTEM, FOR THE PURCHASE AND INSTALLATION OF A 50-MIL PVC DUROLAST FLEECE SYSTEM ROOF AT THE HEALTH DEPARTMENT AND MIDLAND SENIOR CENTER BUILDING FOR A TOTAL COST OF $354,200.00; APPROVING $45,800.00 FOR CONTINGENCIES; AND APPROPRIATING FUNDS FOR SAID CONTRACT (DISTRICT 4) (GENERAL SERVICES)

8. 2022-067 – RESOLUTION APPROVING A CONTRACT WITH RESTROOM FACILITIES, LTD., THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF A RESTROOM FACILITY AT THE SCHARBAUER SPORTS COMPLEX AUXILIARY FIELDS FOR A TOTAL COST OF $384,734.00; APPROVING $35,000.00 FOR CONTINGENCIES; AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT 4) (GENERAL SERVICES)

9. 2022-068 – RESOLUTION AUTHORIZING THE SOLE-SOURCE PURCHASE OF AN AVIAN AVERTING SYSTEM FOR THE DEPARTMENT OF AIRPORTS FROM AVIAN FLYAWAY INC. FOR A TOTAL COST OF $149,990.00 (DISTRICT 4) (AIRPORTS)

10. 056-2022 – MOTION APPROVING A SECOND AMENDMENT TO THAT CERTAIN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND KEPLER AEROSPACE, LTD (DISTRICT 4) (CITY MANAGER)

11. 2022-069 – RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC (“OPERATOR”) TO DRILL TWO OIL AND GAS WELLS LOCATED IN SECTION 12, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 320 FEET AND 350 FEET EAST OF SOUTH LAMESA ROAD AND 183 FEET SOUTH OF INTERSTATE 20) (DISTRICT 2) (DEVELOPMENT SERVICES)

12. 2022-070 – RESOLUTION AUTHORIZING THE EXECUTION OF A ROAD REPAIR AGREEMENT WITH PERMIAN DEEP ROCK OIL CO., LLC (“OPERATOR”) REGARDING ITS APPLICATION TO DRILL OIL AND GAS WELLS WITHIN THE CITY LIMITS IN SECTION 12, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (DISTRICT 2) (DEVELOPMENT SERVICES)

13. 2022-071 – RESOLUTION APPROVING AMENDMENTS TO THE PERMITS ISSUED TO PIONEER NATURAL RESOURCES USA, INC. (“OPERATOR”) TO DRILL EIGHT OIL AND GAS WELLS LOCATED IN SECTION 1, BLOCK X, H.P. HILLIARD SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 320 FEET AND 445 FEET SOUTH OF SOLOMON LANE EXTENSION AND BETWEEN 952 FEET AND 1,541 FEET WEST OF FAIRGROUNDS ROAD EXTENSION); SAID AMENDMENTS AUTHORIZING THE USE OF ELECTRIC DRIVE COMPRESSORS (DISTRICT 1) (DEVELOPMENT SERVICES)

14. 2022-072 – RESOLUTION APPROVING AMENDMENTS TO THE PERMITS ISSUED TO PIONEER NATURAL RESOURCES USA, INC. (“OPERATOR”) TO DRILL THREE OIL AND GAS WELLS LOCATED IN SECTION 1, BLOCK X, H.P. HILLIARD SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 320 FEET AND 380 FEET SOUTH OF SOLOMON LANE EXTENSION AND 171 FEET WEST OF FAIRGROUNDS ROAD EXTENSION); SAID AMENDMENTS AUTHORIZING THE USE OF ELECTRIC DRIVE COMPRESSORS (DISTRICT 1) (DEVELOPMENT SERVICES)

15. 2022-073 – RESOLUTION APPROVING AMENDMENTS TO THE PERMITS ISSUED TO PIONEER NATURAL RESOURCES USA, INC. (“OPERATOR”) TO DRILL FIVE OIL AND GAS WELLS LOCATED IN SECTION 1, BLOCK X, H.P. HILLIARD SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 2,226 FEET AND 2,386 FEET EAST OF LAMESA ROAD AND BETWEEN 2,125 FEET AND 2,185 FEET NORTH OF LOOP 250); SAID AMENDMENTS AUTHORIZING THE USE OF ELECTRIC DRIVE COMPRESSORS (DISTRICT 1) (DEVELOPMENT SERVICES)

16. 057-2022 – MOTION APPROVING WITH STAFF’S RECOMMENDED CONDITIONS A PROPOSED PRELIMINARY PLAT OF HAWK VIEW ADDITION, SECTION 5 BEING A REPLAT OF LOTS 18 AND 19, BLOCK 1, AND LOT 11, BLOCK 2, HAWK VIEW ADDITION, LOTS 29A, 29B, 30, AND 31, BLOCK 1, AND LOTS 1A, 8B, 12A, AND 15C, BLOCK 2, HAWK VIEW ADDITION, SECTION 4, ALL OUT OF MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE NORTHWEST CORNER OF THE INTERSECTION OF SOUTH COUNTY ROAD 1270 AND WEST COUNTY ROAD 150) (EXTRATERRITORIAL JURISDICTION) (DISTRICT: NONE) (DEVELOPMENT SERVICES)

17. 058-2022 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (22-329-004) WITH PINNACLE DOS PICOS LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 9 AND 16, BLOCK 37, TOWNSHIP 3 SOUTH, T&P RR CO SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

SECOND READINGS

18. 10308 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 1, EASTOVER SECOND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF JESSE STREET AND ILLINOIS AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES) (FIRST READING HELD MAY 10, 2022)

19. 10309 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 1.38-ACRE TRACT OF LAND OUT OF LOTS 1, 2, 3 AND 4, BLOCK 4, WEST MIDLAND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS,

FROM SF-2, SINGLE-FAMILY DWELLING DISTRICT, IN PART, AND O-1, OFFICE DISTRICT, IN PART, TO O-1, OFFICE DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF F STREET AND ILLINOIS AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES) (FIRST READING HELD MAY 10, 2022)

20. 10310 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 14 THROUGH 21, BLOCK 7, AND LOTS 1 THROUGH 8, BLOCK 8, NUEVA LA JOLLA ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE EAST AND WEST SIDES OF SOUTH BENTON STREET, APPROXIMATELY 217 FEET NORTH 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 2) (DEVELOPMENT SERVICES) (FIRST READING HELD MAY 10, 2022)

21. 10311 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 4,800-SQUARE FOOT PORTION OF LOT 1-J, BLOCK 5, COLONY PLACE, SECTION 5, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WADLEY AVENUE, APPROXIMATELY 254 FEET EAST OF 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 RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES) (FIRST READING HELD MAY 10, 2022)

22. 10312 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE SOUTH 200 FEET OF THE WEST 150 FEET OF THE EAST 857 FEET OF THE SOUTH HALF OF THE EAST 34 ACRES OF A CERTAIN 44-ACRE TRACT OUT OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 22, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF WESTERN DRIVE AND WEST GOLF COURSE ROAD), BY PERMITTING A REDUCED MINIMUM LOT WIDTH; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES) (FIRST READING HELD MAY 10, 2022)

PUBLIC HEARINGS

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

23. 059-2022 – HOLD A PUBLIC HEARING IN ORDER FOR THE CITY OF MIDLAND AND THE CDBG PRIORITIZATION COMMITTEE TO RECEIVE PUBLIC COMMENTS, GUIDANCE AND RECOMMENDATIONS REGARDING THE 2022-2023 CDBG GRANT APPLICATION SUBMISSIONS AND THE THIRD YEAR ACTION PLAN IN ACCORDANCE WITH THE FIVE YEAR CONSOLIDATED PLAN GOALS (DISTRICT: ALL) (DEVELOPMENT SERVICES)

MISCELLANEOUS

24. 2022-074 – RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, APPROVING THE REDISTRICTING OF THE CITY OF MIDLAND'S SINGLE-MEMBER COUNCIL DISTRICTS; ESTABLISHING NEW DISTRICT BOUNDARY LINES FOR THE CITY OF MIDLAND'S CITY COUNCIL ELECTIONS BASED ON 2020 CENSUS DATA; AND PROVIDING FOR AN EFFECTIVE DATE (DISTRICT: ALL) (CITY MANAGER)

PUBLIC COMMENT

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

Respectfully Submitted,

Robert Patrick
City Manager

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

CITY OF MIDLAND, TEXAS
MIDLAND CITY COUNCIL
SPECIAL MINUTES
May 5, 2022

The City Council convened in **Special** Session in the Martin Luther King Jr. Community Center, Midland, Texas, at 2:00 PM, Thursday, May 5, 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, Chief Deputy City Secretary Marcia Bentley-German, Solid Waste Director Jeffery Ahrlett, Fire Chief Charles Blumenauer, Utilities Director Carl Craigo, Chief Information Officer Jennifer Frescaz, Development Services Director Charles Harrington, Police Chief Seth Herman, Oil and Gas Coordinator Ron Jenkins, Municipal Judge Tim Meek, Community Services Director Cristina Odenborg Burns, Engineering Services Director Jose Ortiz, Director of Airports Justine Ruff, General Services Director Regina Stephenson, Finance Director Christy Weakland, Administrative Services Director Mark Widmann, Marketing and Communications Manager Karisa Danely

The meeting was called to order at 2:02 p.m

SPECIAL SESSION

1. The City Council will meet with Council appointees, City department managers, City staff and others in a workshop to discuss and consider City policy, management, operational, and budgeting issues for the current fiscal year and future fiscal years, including, but not limited to: streets, roads, and water and sewer infrastructure; water supply and resources; parks and recreation; community services; public health and safety; land use and development; economic development; personnel; airports; technology; solid waste management; real property acquisition and disposition; and oil and gas development and regulation. The Council may develop and prioritize projects and goals in connection with the foregoing matters.

City Manager Robert Patrick gave a brief overview of the expectations for the meeting today and immediately handed the floor over to Judge Tim Meek with the Municipal Court. Following Judge Meeks report, each Director provided information regarding the status of their 2022 Priorities by supplying updates on their project(s), a projection of anticipated completion and a needs assessment for budget purposes.

Finance Director Christy Weakland summarized the projects in order of priority and reviewed the General Fund balance which is estimated to be about $114,844,000.00. Mrs. Weakland also reviewed ARPA and allocated CARES Funds amounts.

Mayor Payton concluded the meeting by thanking everyone for a job well done.

EXECUTIVE SESSION

2. 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 4:57 p.m.

PASSED AND APPROVED May 24, 2022.

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Patrick Payton, Mayor

ATTEST:

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Amy M. Turner, City Secretary

MIDLAND CITY COUNCIL
BRIEFING SESSION
MINUTES
May 10, 2022

The City Council convened in briefing session in the Council Chamber, City Hall, Midland, Texas, at 9:30 AM, May 10, 2022.

Council Members present:	Dan Corrales, Robin Poole, Lori Blong, Patrick Payton, Scott Dufford, John Norman
Council Members absent:	Jack Ladd
Staff members present:	City Manager Robert Patrick, Deputy City Manager Morris Williams Jr, City Manager Tina Jauz, Assistant City Attorney Nicholas Toulet-Crump

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

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

1. Receive a presentation from Dr. Eric J. Fritsch of Justice Research Consultants, LLC regarding the 2021 Racial Profiling Analysis Dr. Eric J. Fritsch, Justice Research Consultants, LLC gave a brief overview of the 2021 Racial Profiling Analysis noting the importance of reporting standards. He reported that there are eight different benchmarks for traffic stop data and that officers don't always know the race and ethnicity of the driver prior to a stop. In Midland, only one half percent of the time they know the race/ethnicity with the state average being about 3.5% of the time. Mr. Fritsch reported that if they don't know the ethnicity they can't legally racial profile.

   In a comparative analysis of traffic stop outcomes four things that happen during traffic stops are: verbal warnings, citations, written warning or arrest. Searches, consent searches and contraband discovered were also reported. Black disparity is reported higher due to probable cause such as the smell of marijuana, which is the most common reason for probable cause.

   The report showed that Midland Police Department is in full compliance with the following Texas laws: Criminal Procedure, Training and Education Regarding Racial Profiling, Racial Profiling Complaint Process and Public Education about the Complaint

Process, Collection of Racial Profiling Data, Reporting of Information to TCOLE and Texas Law regarding CCP Articles 2.132-2.134.

Council Member Norman inquired about the percentage of Black and Hispanic motorist being higher. Dr. Fritsch reported that the benchmark does not have an interpretative value and that it is not a good benchmark. A city would need to focus on post-stop outcomes. Data collected from post-stop outcomes is provided by the officer that stops the individual such as filling out the citation. The disparity and reason for it is completely unknown. There is no true disparity unless there is a benchmark.

All the business at hand having been completed, the meeting adjourned at 9:56 a.m.

PASSED AND APPROVED May 24, 2022.

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Patrick Payton, Mayor

ATTEST:

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Amy M. Turner, City Secretary

MIDLAND CITY COUNCIL
MINUTES
May 10, 2022

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., May 10, 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 10:02 a.m.

OPENING ITEMS

1. Invocation – Pastor Obed Borrero, Mid-Cities Community Church

2. Pledge of Allegiance

PRESENTATIONS

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

   3a. Presentation of a Proclamation for Nurses Week

   3b. Presentation of a Proclamation to the Salvation Army in recognition of National Salvation Army Week

CONSENT AGENDA

Jack Ladd moved to approve consent agenda items 4 – 17, excluding items 5, 6, 9, 10 and 13; 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

4. MOTION APPROVING THE FOLLOWING MINUTES:

   4a. REGULAR SESSION OF APRIL 26, 2022

7. 2022-055 – RESOLUTION REJECTING THE SOLE BID RECEIVED FOR THE REPLACEMENT OF AUDIO VISUAL EQUIPMENT AT GRANDE COMMUNICATIONS STADIUM (DISTRICT: NONE) (GENERAL SERVICES)

8. 2022-056 – RESOLUTION APPROVING THE PURCHASE OF REPLACEMENT SERVERS FOR THE DISASTER RECOVERY BACKUP SITE FOR THE COMMUNICATIONS AND INFORMATION SYSTEMS DEPARTMENT FROM PRESIDIO NETWORKED SOLUTIONS GROUP, LLC, THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES AT A TOTAL COST OF $283,728.32 (DISTRICT: NONE) (GENERAL SERVICES)

11. 049-2022 – MOTION AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE A REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR THE MOMENTUM BANK BALLPARK RENOVATIONS AND IMPROVEMENTS PROJECT FOR THE COMMUNITY SERVICES DEPARTMENT AND TO NEGOTIATE A CONTRACT FOR SAID PROJECT; PROVIDED, HOWEVER, THAT SAID AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY COUNCIL (DISTRICT 4) (GENERAL SERVICES)

12. 050-2022 – MOTION AUTHORIZING THE EXECUTION OF A MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT WITH EQUALIS GROUP LLC; SAID AGREEMENT PROVIDING FOR COOPERATIVE PURCHASING SERVICES THROUGH THE COOPERATIVE PURCHASING PROGRAMS ADMINISTERED BY EQUALIS GROUP LLC (DISTRICT: NONE) (GENERAL SERVICES)

14. 2022-060 – RESOLUTION REJECTING ALL BIDS RECEIVED FOR THE PLANT FARM PONDS REHABILITATION PROJECT FOR THE UTILITIES DEPARTMENT (DISTRICT NONE) (GENERAL SERVICES)

15. 051-2022 – MOTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO PROVIDE THE AEGIS GROUP, LTD., SIXTY (60) DAYS' ADVANCE WRITTEN NOTICE OF THE CITY OF MIDLAND'S ELECTION TO TERMINATE THE CONSULTING SERVICES AGREEMENT BETWEEN THE PARTIES, DATED NOVEMBER 17, 2021 (DISTRICT: NONE) (GENERAL SERVICES)

16. 2022-061 – RESOLUTION AUTHORIZING THE EXECUTION OF AN ADVANCE FUNDING AGREEMENT WITH THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION ("TXDOT"), FOR THE LONGVIEW

AVENUE AT BELMONT STREET ROUNDABOUT PROJECT (THE “PROJECT”); SAID PROJECT TO PROVIDE FOR THE CONSTRUCTION OF A ROUNDABOUT AT THE INTERSECTION OF LONGVIEW AVENUE AND BELMONT STREET; APPROPRIATING FUNDS; AUTHORIZING PAYMENT TO TXDOT IN AN ESTIMATED AMOUNT OF $28,600.00 PLUS 100% OF OVERRUNS; AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO CERTIFY A COPY OF THIS RESOLUTION TO TXDOT (DISTRICT 2) (ENGINEERING SERVICES)

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

5. 2022-053 – RESOLUTION AWARDING A SERVICE CONTRACT FOR DRY CLEANING AND LAUNDRY SERVICES TO POC2, LLC, DBA PRISTINE ORGANIC CLEANERS 2 AT A PROJECTED ANNUAL COST OF $292,490.00 (GENERAL SERVICES)

   Michelle Carrasco, 5712 Sabine Drive, spoke regarding the Pristine Organic Cleaners bid. Ms. Carrasco reported she was never informed she was doing something wrong and feels like if being awarded the bid is such a huge injustice there should be a policy in place stating why she should not have bid.

   City Attorney John Ohnemiller made it clear that neither Michelle Carrasco nor Council Member Corrales has done anything wrong from a legal stand point that is objectionable. There is a distinction between law and policy in what can happen versus what should happen. The Council has the right to change a policy if that is what’s needed.

   Scott Dufford moved to amend Resolution No. 2022-053 to deny all bids and rebid; seconded by Lori Blong.

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

6. 2022-054 – RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC., FOR THE PLANNING, DESIGNING AND BIDDING OF A LIFT STATION AT THE I-20 PRESERVE FOR THE WALL STREET SEWER DIVERSION FOR THE UTILITIES DEPARTMENT FOR A COST OF $345,117.00; APPROVING $51,768.00 FOR CONTINGENCIES; AND APPROPRIATING FUNDS (DISTRICT 2) (GENERAL SERVICES)

   Council wanted to make sure that the lift station will not take away from the beauty of the I-20 Wildlife Preserve. Utilities Director Carl Craigo reported that they will do everything in their power to make sure the beauty of the I-20 Wildlife Preserve is pleasingly maintained.

   Robin Poole moved to approve Resolution No. 2022-054; 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

9. 2022-057 – RESOLUTION AUTHORIZING THE SOLE-SOURCE PURCHASE OF NORTHSTAR'S SILVERBLAZE CUSTOMER WEB PORTAL PLATFORM FOR THE COMMUNICATIONS AND INFORMATION SYSTEMS DEPARTMENT ON BEHALF OF THE CUSTOMER SERVICE DIVISION FROM NORTHSTAR UTILITIES SOLUTIONS, A DIVISION OF N. HARRIS COMPUTER CORPORATION FOR A TOTAL COST OF $129,218.00 AND ANNUAL MAINTENANCE COSTS OF $12,488.00 (DISTRICT: NONE) (GENERAL SERVICES)

   Council requested to know how this will help with better communication among the citizens of Midland. Finance Director Christy Weakland reported that it will help customers manage their accounts with better usage and will be more user friendly. They will be able to see what their usage is in real time.

   Deputy City Manager Morris Williams reported that as customers watch their water usage in real time, they will be able to set parameters to be notified if they go over a certain usage amount. The system will be able to send a text message or email to notify customers of their requested usage information.

   Dan Corrales moved to approve Resolution No. 2022-057; 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

10. 2022-058 – RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE CERTAIN REAL PROPERTY DESCRIBED AS LOTS 3A AND 4, BLOCK 6, WESTRIDGE PARK ADDITION, SECTION 44, CITY AND COUNTY OF MIDLAND, TEXAS; AUTHORIZING THE CITY MANAGER TO NEGOTIATE, EXECUTE AND FILE ALL DOCUMENTS NECESSARY TO PURCHASE SAID PROPERTY AND HOLD THE CLOSING; ORDERING THE CITY SECRETARY TO RECORD, OR ENSURE THAT THE TITLE COMPANY RECORDS, THE INSTRUMENT OF CONVEYANCE; AND APPROPRIATING FUNDS FOR SAID PURCHASE (DISTRICT 4) (GENERAL SERVICES)

    Community Services Director Cristina Burns gave a brief overview of the item noting the additional purchase of this land will be used for potential multi-purpose auxiliary fields.

    John Norman moved to approve Resolution No. 2022-058; seconded by Robin Poole.

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

13. 2022-059 – RESOLUTION APPROVING A CONTRACT WITH FIELDTURF USA, INC., THROUGH THE EQUALIS GROUP PURCHASING PROGRAM, FOR THE PURCHASE AND INSTALLATION OF ARTIFICIAL TURF FOR FOUR (4) LITTLE LEAGUE FIELDS AT BEAL PARK FOR A TOTAL COST OF $1,840,211.00; APPROVING $92,009.00 FOR CONTINGENCIES; AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT 4) (GENERAL SERVICES)

    Beal park is originally part of a four-part plan. Community Services Director Cristina Burns ranked the parks in terms of need. There are $13 million in CO bonds to do improvements. Beal Park was one of the parks that would utilize these funds; the other parks are Washington, Butler and Windlands. It was then determined those funds would be used for Reyes-Mashburn-Nelms rather than Washington. The design phase has started for Reyes-Mashburn-Nelms with completion estimated by the end of 2023.

SECOND READINGS

18. 10305 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 4 THROUGH 7, BLOCK 42, GREENWOOD ADDITION, THIRD, FOURTH, AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO TH, TOWNHOUSE (ATTACHED) DWELLING DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF SOUTH WEBSTER STREET AND CLOVERDALE 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 2) (DEVELOPMENT SERVICES) (FIRST READING HELD APRIL 26, 2022)

    Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10305.

    Jack Ladd moved to approve the second and final reading of Ordinance No.10305; 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

19. 10306 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 3,000-SQUARE FOOT PORTION OF THE NORTH 65 FEET OF LOTS 10, 11, AND 12, BLOCK 15, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY

LOCATED ON WEST SIDE OF A STREET, APPROXIMATELY 75 FEET NORTH OF MISSOURI 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 3) (DEVELOPMENT SERVICES) (FIRST READING HELD APRIL 26, 2022)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10306.

20. 10307 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 2,372-SQUARE FOOT PORTION OF LOT 13A, BLOCK 53, ORIGINAL TOWN ADDITION, SECTION 7, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF MAIN STREET AND WALL STREET), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (FIRST READING HELD APRIL 26, 2022)

    Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10307.

    Dan Corrales moved to approve the second and final reading of Ordinance No. 10307; seconded by Jack Ladd.

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

PUBLIC HEARINGS

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

21. 10308 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 1, EASTOVER SECOND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF JESSE STREET AND ILLINOIS AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A

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

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10308.

Mayor Payton opened the public hearing at 10:38 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

22. 10309 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 1.38-ACRE TRACT OF LAND OUT OF LOTS 1, 2, 3 AND 4, BLOCK 4, WEST MIDLAND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-2, SINGLE-FAMILY DWELLING DISTRICT, IN PART, AND O-1, OFFICE DISTRICT, IN PART, TO O-1, OFFICE DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF F STREET AND ILLINOIS AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES)

    Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10309.

    Kathryn Menaul,1305 W. Ohio Avenue, reported the neighborhood has concerns with unregulated traffic near the pre-school at F Street and Ohio. The concern is that if you open it as an alleyway that it will become a pit stop for drag racers. Another concern is people seeing in the backyard if this project is a two-story building.

    Andrew Mellen, 1909 W. Wall Street, reported that Maverick's headquarters, a two story building, will be located at the north west corner of F Street and Illinois. There will not be an alleyway. The land to the left of the property will be left untouched at this time. This will be a two story building with windows on all sides. They are not requesting any special exceptions, however, Mr. Mellen agreed to work with homeowners in the area regarding privacy concerns.

    There being no one else wishing to speak, the public hearing was closed at 10:46 a.m.

    Jack Ladd moved to approve the first of two readings of Ordinance No. 10309; 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

23. 10310 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 14 THROUGH 21, BLOCK 7, AND LOTS 1 THROUGH 8,

BLOCK 8, NUEVA LA JOLLA ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE EAST AND WEST SIDES OF SOUTH BENTON STREET, APPROXIMATELY 217 FEET NORTH 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 2) (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10310.

Development Services Director Chuck Harrington gave a brief overview of the item noting the request came from Midland Habitat for Humanity and they are proposing to have single family housing at this site. They are currently zoned for mobile homes. There have been no letters of objection and staff has reviewed and approved the request.

Mayor Payton opened the public hearing at 10:48 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. 10310; seconded by Robin Poole.

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

24. 10311 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 4,800-SQUARE FOOT PORTION OF LOT 1-J, BLOCK 5, COLONY PLACE, SECTION 5, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WADLEY AVENUE, APPROXIMATELY 254 FEET EAST OF 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 RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10311.

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

Dan Corrales moved to approve the first of two readings of Ordinance No. 10311; 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

25. 10312 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE SOUTH 200 FEET OF THE WEST 150 FEET OF THE EAST 857 FEET OF THE SOUTH HALF OF THE EAST 34 ACRES OF A CERTAIN 44-ACRE TRACT OUT OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 22, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF WESTERN DRIVE AND WEST GOLF COURSE ROAD), BY PERMITTING A REDUCED MINIMUM LOT WIDTH; 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)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10312.

Development Services Director Chuck Harrington gave a brief overview of the item noting the request is being made by Cale Lancaster. This is a large track located on west Gulf Course. The proposal is to sub-divide this into two lots. It's unique because of the way the lot is turned; making it a bit smaller than what the ordinance allows. The minimum lot width for interior lots is 80 feet and for exterior/corner lots is 85 feet. They are proposing 75 feet for each lot but will have 200 feet in depth versus the minimum lot size of 100 feet.

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

Cale Lancaster, 1009 Shirley Lane, is building a single family home and would like to improve the neighborhood.

Robert Rendall, 6 Desta Drive, suite 1000, is speaking on behalf of David Arrington who owns the lot to the side of this one as well as several other lots along Golf Course on the North side. He has concerns about this setting a precedent, not the residence itself.

His concern is that the special exception is being required because they are doing something different with this lot. By doing this, it is creating the need for the special exception by dividing the lot the way they want to divide it; which in turn will start a

precedence. Mr. Arrington feels the home should be able to be built on the lot size that is currently there.

There being no one else wishing to speak, the public hearing was closed at 10:53 a.m.

Jack Ladd moved to approve the first of two readings of Ordinance No. 10312; 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

26. 2022-062 – RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR A VENDOR MARKET ON LOT 4, BLOCK 12, SUNSET ACRES, SECTION 9, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST GOLF COURSE ROAD, APPROXIMATELY 322 FEET WEST OF NORTH MIDKIFF ROAD) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS (DISTRICT 4) (DEVELOPMENT SERVICES)

Development Services Director Chuck Harrington gave a brief overview of the item noting Alicia Garcia is the proposed applicant who would like to have a vendor market beside the Tall City Brewery. The object is to create a program for women that will provide them with business opportunities. They will have 33 vendor spots along with three food trucks. Restrooms are located inside Tall City Brewery. Staff feels like it's a good opportunity to expand operations in that area. They are proposing parking opportunities with other businesses in the vicinity.

Mayor Payton opened the public hearing at 11:00 a.m.

Diana Rodriguez, 1408 E. Everglade Avenue, Odessa, a business owner, reported that working with Tall City has given business women the opportunity to have a space to work to provide for their families. Currently there are spaces for 48 vendors. This event is different from a farmers market as you are not limited to only sell items you make.

There being no one else wishing to speak, the public hearing was closed at 11:08 a.m.

Jack Ladd moved to approve Resolution No. 2022-062; 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

MISCELLANEOUS

27. 053-2022 – MOTION GRANTING PRINCE SIGNS, LLC'S APPEAL AND REVERSING THE BUILDING OFFICIAL'S DENIAL OF A SIGN PERMIT FOR LOT 2, BLOCK 2, CENTRAL PARK ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTHEAST CORNER OF THE INTERSECTION OF SOUTH FARM TO MARKET ROAD 1788 AND LOOP 40 (DISTRICT 4) (DEVELOPMENT SERVICES)

    Development Services Director Chuck Harrington reported these signs are similar to the signs granted in the past.

    Kevin Fryer, 5215 Cinco Forest Trail, reported these are standard Cheveron C78 signs that have been placed all over town. The signs are not 45 feet as the drawing states, they are only 30 feet in overall height.

    Lori Blong moved to approve Motion No. 053-2022; seconded by Robin Poole.

28. 054-2022 – MOTION GRANTING PRINCE SIGNS, LLC'S APPEAL AND REVERSING THE BUILDING OFFICIAL'S DENIAL OF A SIGN PERMIT FOR LOT 9, BLOCK 2, LONESTAR BUSINESS PARK, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTHEAST CORNER OF THE INTERSECTION OF OCCIDENTAL PARKWAY AND NORTH STATE HIGHWAY 349) (DISTRICT 1) (DEVELOPMENT SERVICES)

    Dan Corrales moved to approve Motion No. 054-2022; 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

29. 2022-063 – RESOLUTION GRANTING A VARIANCE FOR A 50.239-ACRE TRACT OF LAND OUT OF SECTION 1, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH LAMESA ROAD AND EAST LOOP 250 NORTH), BY PERMITTING CONSTRUCTION OF RESIDENCES WHERE NO PORTION OF ANY STRUCTURE IS CLOSER THAN 135 FEET OF AN OIL AND GAS WELL; AND AUTHORIZING ISSUANCE OF BUILDING PERMITS (DISTRICT 1) (DEVELOPMENT SERVICES)

    Jack Ladd moved to approve Resolution No. 2022-063; 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

30. MOTION APPOINTING A MAYOR PRO TEMPORE (DISTRICT: NONE) (CITY MANAGER)

    Scott Dufford moved to reappoint Lori Blong to serve as Mayor Pro Tempore; 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

PUBLIC COMMENT

31. 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 were no citizens present wishing to speak.

All the business at hand having been completed, the meeting adjourned at 11:08 a.m.

PASSED AND APPROVED May 24, 2022.

_____
Patrick Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

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

Dan Corrales moved to approve the first of two readings of Ordinance No. 10308; 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

Jack Ladd moved to approve the second and final reading of Ordinance No. 10306; seconded by Robin Poole.

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

John Norman moved to approve Resolution No. 2022-059; 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. 052-2022 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (22-329-018) WITH ENVIRONMENTAL DISPOSAL SYSTEMS, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 9, BLOCK 37, T-3-S, AND SECTIONS 19 AND 30, BLOCK 36, T-3-S T&P RR CO. SURVEY, MIDLAND AND GLASSCOCK COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

CITY OF MIDLAND, TEXAS
MIDLAND CITY COUNCIL
SPECIAL MINUTES
May 12, 2022

The City Council convened in **Special** Session in the , Midland, Texas, at 11:00 AM, Thursday, May 12, 2022.

Council Members present:	Dan Corrales, Robin Poole, Lori Blong, Scott Dufford, Jack Ladd, John Norman
Council Members absent:	Patrick Payton
Staff members present:	Chief Deputy City Secretary Marcia Bentley-German

The meeting was called to order at 11:03 a.m.

SPECIAL SESSION

1. Attend the 2022 Nurses Week and Hospital Week Celebration

   Several Council Members attended the 2022 Nurses Week awards ceremony honoring the fabulous work nurses are doing in Midland.

All the business at hand having been completed, the meeting adjourned at 11:40 a.m.

PASSED AND APPROVED May 24, 2022.

_____
Patrick Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

CITY OF MIDLAND, TEXAS
MIDLAND CITY COUNCIL
SPECIAL MINUTES
May 17, 2022

The City Council convened in **Special** Session in the HEB True Texas BBQ, Midland, Texas, at 2:00 PM, Tuesday, May 17, 2022.

Council Members present:	Dan Corrales, Robin Poole, Lori Blong
Council Members absent:	Patrick Payton, Scott Dufford, Jack Ladd, John Norman
Staff members present:	Deputy City Manager Morris Williams Jr, Assistant City Manager Tina Jauz, Chief Deputy City Secretary Marcia Bentley-German, Solid Waste Director Jeffery Ahrlett

The meeting was called to order at 2:05 p.m.

SPECIAL SESSION

1. Attend the Litter Prevention Luncheon hosted by H.E.B.

   Several Council Members attended the Litter Prevention Luncheon hosted by H.E.B. to discuss possible solutions to help clean up Midland. A quorum of Council was not present.

All the business at hand having been completed, the meeting adjourned at 3:18 p.m.

PASSED AND APPROVED May 24, 2022.

_____
Patrick Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

City Council Meeting

Item Number: 4
Meeting Date: May 24, 2022
To: City Council / City Manager
From: Crystal Garcia, Comptroller
Subject: RESOLUTION APPROVING THE CITY OF MIDLAND'S FISCAL YEAR 2022 INVESTMENT POLICY (DISTRICT: NONE) (FINANCE)

Purpose:

Approve the City's Investment Policy for Fiscal Year 2022.

Recommended City Council Action:

Approve

Fiscal Impact:

No fiscal impact for this item.

Discussion:

Pursuant to Section 2256.005(e), Texas Government Code, Public Investment Act, the governing body of an investment entity shall review its investment policy and shall adopt the same by resolution no less than annually.

The attached policy has been reviewed and approved by the Finance and Audit Committee on April 27, 2022.

Attached, please find the following:
1. Investment Policy for Fiscal Year 2022.
2. Minutes of the Finance and Audit Committee meeting of April 27, 2022.
3. Second Quarter and Fiscal Year End March 31, 2022 Investment Report.

Morris Williams Jr.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION APPROVING THE CITY OF MIDLAND'S FISCAL YEAR 2022 INVESTMENT POLICY

WHEREAS, Chapter 2256 of the Texas Government Code, known as the Public Funds Investment Act, provides for the investment of City funds in certain authorized securities; and

WHEREAS, by Resolution No. 2021-001 the City Council previously approved an investment policy for the City of Midland, Texas; and

WHEREAS, the City Council having reviewed the terms, instruments, and strategies, finds it to be in the public interest to approve an investment policy which authorizes the investment of City funds and provides for the preservation of City capital;

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

SECTION ONE. That the City of Midland Fiscal Year 2022 Investment Policy, being on file in the office of the City Secretary and referenced by the number and date of this resolution, which provides for the investment of City funds and the preservation of City capital, is hereby approved.

SECTION TWO. That Resolution No. 2021-001 is hereby repealed and rescinded.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Christy Weakland, Director of Finance

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

CITY OF MIDLAND

INVESTMENT POLICY

January 3, 2022

INVESTMENT POLICY

I. SCOPE

This policy is developed in accordance with the Public Funds Investment Act of 1987 as amended (the Act). This policy applies to all financial assets and investment activities of all current funds of the City of Midland, Texas and any new funds created in the future, unless specifically excluded hereafter, will be administered in accordance with the objectives and restrictions set forth in this investment policy. This policy serves to satisfy the statutory requirements to define and adopt a formal investment policy. This policy is to be used in conjunction with the Act to prescribe the investment activities of the City of Midland.

FUNDS INCLUDED:

All financial assets of the General Revenue Fund, Special Revenue Funds, Capital Project Funds, Proprietary Funds, and Internal Services Funds shall be administered in accordance with the provisions of the Act and this policy. For investment purposes, all funds of the City shall be combined in a common pool, placed in a segregated fund, or placed with external manager(s), except as provided by applicable federal or state statute, City ordinance, or other law. In the common pool(s), investment earnings (losses) shall be proportionately allocated according to the source of funds.

In addition, all bond proceeds will be managed by the governing debt ordinances and the provisions of the Internal Revenue Code of 1986 applicable to the issuance of tax-exempt obligations and the investment of debt proceeds.

FUNDS EXCLUDED:

This policy shall not govern funds which are managed under separate investment programs.

Such funds currently include:
1. Funds established by the City for deferred employee compensation plans
2. City's participation in the Texas Municipal Retirement System
3. Funds held in the Midland Firemen's Relief & Retirement Fund
4. Defeased bonds held in escrow trust accounts

II. STRATEGY AND OBJECTIVES

The following objectives apply to both the common pool and discrete funds. The primary investment strategy for segregation of funds from the common pool is to further insure liquidity, i.e. bond funds for capital projects. Other funds with reduced liquidity needs may be segregated for longer term investments, i.e. for bond reserve funds. Separate fund segregation may be done to satisfy other ordinance or statute provisions.

The basic strategy, to be reviewed not less than quarterly, is to concentrate the portfolio(s) with shorter average maturity in periods of rising rates and consider longer maturities as rates fall.

The strategy to maintain most of the total portfolio in the common fund is to provide greater investment flexibility and enhance liquidity compared to small individual funds.

SUITABILITY AND PUBLIC TRUST:

All participants in the investment process shall act responsibly as custodians of the public trust, and they shall avoid any transactions that might impair public confidence. The primary objectives, in priority order, of investment activities shall be preservation and safety of principal, liquidity, diversification, and yield.

A. SAFETY:

The primary objective of the City's investment program is preservation and safety of principal in the overall portfolio. Each investment transaction shall seek to avoid capital losses from securities defaults and/or erosion of market value. Each investment transaction will seek first to ensure that capital losses are avoided, whether the loss occurs from the default of a security or from erosion of market value.

Should an issuer experience a downgrade of its credit by a nationally recognized credit rating agency, the Director of Finance may approve holding the investment to maturity or until it is beneficial for the City to redeem the security.

B. LIQUIDITY AND MARKETABILITY:

The City's investment portfolio(s) will remain sufficiently liquid to enable the City to meet operating requirements that might be reasonably anticipated. Liquidity shall be achieved by matching investment maturities with forecasted cash flow requirements (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). A portion of the portfolio may be placed in money market mutual funds or local government investment pools which offer same-day liquidity for short-term funds.

C. DIVERSIFICATION:

The City's investment portfolio(s) shall be diversified by type of investment and maturities to reduce risks resulting from undue investment concentration.

Funds held for future capital projects shall be invested in securities that can be reasonably expected to produce sufficient income to offset inflationary construction cost increases. However, such funds shall never be exposed to market price risks or default risks that would jeopardize the assets available to accomplish their stated objective or be invested in a manner inconsistent with applicable federal and state regulations.

D. YIELD:

The City's investment portfolio shall be structured with the objective of equaling or exceeding the rate of return on three-month U.S. Treasury Bills. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions:

1) A security with declining credit may be sold early to minimize loss of principal.

2) A security swap would improve the quality, yield, or target duration in the portfolio.
3) Liquidity needs of the portfolio require that the security be sold.
4) If market conditions present an opportunity for the City to benefit from the sale.

The investment program shall seek to augment returns above this threshold consistent with the Strategy and Objectives and Eligible Investments identified herein.

III. RESPONSIBILITY AND CONTROL

ACTIVE PORTFOLIO MANAGEMENT:

The City intends to pursue a moderately active versus a passive portfolio management philosophy.

DELEGATION:

Management responsibility for the investment program is hereby delegated to the Director of Finance or such other person specifically designated by the Director of Finance. Pursuant to Section 2256.003 (4)(b) of the Act, the Director of Finance may, with the City Council's authorization, contract with an investment management firm(s) registered under the Investment Advisors Act of 1940 (15U.S.C. Section 80b-1 et seq.) to provide for the investment and management of its public funds or a portion thereof, under the City's control. A contract made under this authority may not be for a term longer than two years. Any renewal or extension of the contract must also be approved by the City Council.

The Finance and Audit Committee, composed of at least two City Council Members, the Director of Finance, and the City Manager, shall meet, at a minimum, quarterly to review general investment strategies and investment results. The Finance and Audit Committee shall provide and keep minutes of its meetings relating to this investment policy. The Finance and Audit Committee shall include in its deliberations such topics as: economic outlook, portfolio diversification, maturity structure, potential risk to the City's funds, authorized brokers and dealers, and the target rate of return on the investment portfolio.

QUARTERLY REPORTS:

The Director of Finance shall submit a quarterly investment report on the investment portfolio to the City Manager and Council in accordance with the Act. The report shall present the portfolio's investments including rate of return, beginning market value, additions and changes, and ending market value, and include an appendix that discloses all transactions during the past quarter.

ANNUAL REPORTS:

The Director of Finance shall present an annual report of the investment program and investment activity to Council. The annual report shall include a detail of the portfolio, transactions for the year, and recommendations regarding the policy.

CONFLICTS OF INTEREST:

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Manager any material financial interest in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City's portfolio. Officers and employees shall subordinate their personal investment transactions to those of this jurisdiction, particularly with regard to the timing of purchases and sales.

IV. INVESTMENTS

AUTHORIZED INVESTMENTS:

Assets of funds of the government of the City of Midland may be invested with final stated maturities not to exceed ten years with no more than 30% exceeding seven years, except upon concurrence and written approval of the Director of Finance and City Manager in which case assets with final stated maturities of more than seven years may not exceed 50%, and dollar weighted average portfolio maturity not to exceed five years in:

1. Obligations of the United States or its agencies and instrumentalities:

   A. United States of America Treasury Securities;

   B. Federal Home Loan Bank ("FHLBs") obligations;

   C. Federal National Mortgage Association ("Fannie Mae" or "FNMA") obligations;

   D. Farm Credit System Obligations;

   E. Federal Home Loan Mortgage Corporation ("Freddie Mac" or "FHLMC") obligations, i.e. discount notes or debentures;

2. Direct obligations of the State of Texas or its agencies:

   Texas State, City, County, or School District General Obligation Bonds with a remaining maturity of ten years or less having been rated as to investment quality by Moody's or Standard and Poor's (nationally recognized investment rating firms) and having received a rating of no less than "A" or its equivalent;

3. Certificates of Deposit issued by state and national banks domiciled in this state:

   Certificates of Deposit issued by state and national banks domiciled in this state that are:

   (1) guaranteed or insured by the Federal Deposit Insurance Corporation, or its successor; or

(2) secured by obligations that are described in V.T.C.A., Local Government Code Sections 105.001 et seq;

4. Fully collateralized repurchase agreements having a defined termination date:

Fully collateralized direct repurchase agreements and reverse repurchase agreements having a defined termination date of no more than ninety (90) days from the date such investment is purchased, and secured by obligations of the United States or its agencies and instrumentalities which have a market value of not less than the amount of the funds disbursed and held by a custodian for the City. Repurchase agreements must be purchased through a primary government securities dealer, as defined by the Federal Reserve, or a bank domiciled in Texas;

Any investments made with funds resulting from a reverse repurchase agreement must mature within the period of the reverse repurchase agreement.

5. Investment Pools and Money Market Mutual Funds:

A. Investment Pools of public or private sponsorship as provided in the Act and approved by Council;

B. Money Market Mutual Funds as authorized by the Act of both public and private sponsorship and approved by Council;

6. Other securities or obligations:

Other such securities or obligations as authorized by State statute and approved by the City Council.

RATINGS

Any investment requiring a minimum rating from one of the recognized rating agencies shall be monitored for negative changes in rating that may affect the suitability of that investment for the City. Monitoring shall consist of quarterly reviews of changes in ratings by nationally recognized rating agencies. Should such an investment be negatively impacted by a change in rating to one lower than specified, such investment will be liquidated in accordance with PFIA Section 2256.021

V. SELECTION OF BANKS AND DEALERS

BANKS SELECTION PROCESS:

The City depository shall be selected through the City's banking services procurement process and in compliance with state law.

INSURABILITY:

Banks seeking to establish eligibility for the City's competitive certificate of deposit purchase program shall submit audited financial statements, evidence of Federal Insurance and other information as required by the Director of Finance.

PRIMARY DEALERS AND APPROVED LIST:

For brokers and dealers, the Director of Finance shall select only those dealers reporting to the Market Reports Division of the Federal Reserve Bank of New York ("Primary Government Security Dealers") and certain "secondary" dealers possessing adequate financial condition to conduct public business. All brokers and dealers must have the ability to consummate each transaction on a delivery vs. payment or equivalent basis. All brokers and dealers must be authorized by the Finance and Audit Committee, and the complete list will be reviewed and approved annually by the Committee. All brokers and dealers must comply with provisions of the Act prior to any transaction with the City.

VI. SAFEKEEPING AND CUSTODY

INSURANCE OR COLLATERAL:

All deposits and investments of City funds in bank accounts, certificates of deposit, and repurchase agreements shall be secured by pledged collateral with a market value equal to no less than 100% of the deposits or investments less amounts insured by the FDIC.

Evidence of the pledged collateral shall be maintained by the Director of Finance or a third-party financial institution. Repurchase or reverse repurchase agreements shall be limited to those brokers or dealers that have executed an agreement with the Director of Finance. All repurchase or reverse repurchase agreements shall be executed on a delivery vs. payment basis or held by a custodian for the City.

SAFEKEEPING AGREEMENT:

All safekeeping arrangements shall be in accordance with a safekeeping agreement approved by the City of Midland. The agreement shall include and clearly define the procedural steps for gaining access to the collateral should the City of Midland determine that the City's funds are in jeopardy. The safekeeping institution, or Trustee, shall be the Federal Reserve Bank or an entity not affiliated with the firm pledging the collateral. The safekeeping agreement shall include the signature of the City of Midland, the firm pledging the collateral, and the Trustee.

COLLATERAL DEFINED:

The City of Midland shall accept only the following securities as collateral:

A. FDIC insurance coverage.

B. Securities allowed under V.T.C.A., Local Government Code Sections 105.001 et seq., shall be eligible to be pledged as collateral.

DELIVERY VERSUS PAYMENT:

Obligations of the United States or its agencies and instrumentalities or other securities of Section IV shall be purchased using the delivery vs. payment method. Pursuant to such method, funds shall not be wired or paid until verification has been obtained that the correct security has been received by the City of Midland or its designated Trustee. The security

shall be held in the name of the City. The Trustee's records shall reflect that the City owns such securities. In the event that the security is held by Trustee, the safekeeping receipts shall be delivered to the City.

VII. MANAGEMENT AND INTERNAL CONTROLS

The Director of Finance shall establish a system of internal controls which shall be periodically reviewed by an independent auditor. Such controls shall be designed to safeguard the City's funds from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees.

The Finance and Audit Committee will review this policy periodically or at the request of the Director of Finance and recommend changes as needed to the Council. Council will review and approve the policy by resolution, if any changes are recommended by the Finance and Audit Committee.

VIII. TRAINING

Any city staff authorized to do transaction with investments, bank collateral or daily bank transactions shall be required to take Public Funds Investment Act training as required by state law.

CITY OF MIDLAND
FINANCE AND AUDIT COMMITTEE MEETING MINUTES
Wednesday, April 27th, 2022
City Hall Basement Conference Room

Present were:

Scott Dufford, Council Member
Dan Corrales, Council Member
Robert Patrick, City Manager
Morris Williams, Deputy City Manager
Tina Jauz, Assistant City Manager
Christy Weakland, Director of Finance
Crystal Garcia, Comptroller
Jennifer Fung
Mala Ramkissoon, City Treasurer

Guests:

Kevin Kemp, BKD Partner
Lauren Berry, BKD Audit Manager

Meeting was called to order at 10:04am.

Agenda Item #1 – Approval of prior meeting's minutes

The committee was asked to review and approve the minutes of the prior meeting held on May 27th, 2021.

Motion to accept minutes of May 27th, 2021 meeting:	Robert Patrick
Seconded:	Christy Weakland
Motion carried unanimously	

Agenda Item #2 – Introduction of the City's new comptroller

Crystal Garcia was next introduced as the new comptroller. She has taken the position vacated by Christy Weakland. Crystal has been with the city for five years, and as a CPA candidate along with her other qualifications, she has met the position's requirements.

Agenda Item #3 – Discussion of FY2021 audit results by BKD

Kevin Kemp and Lauren Berry with BKD presented the audit results for fiscal year 2021. They first announced that the City received unmodified "clean" opinions on all aspects of the audit. They further highlighted aspects of the audit scope, results and discussed future pronouncements with the committee. Mention was also made of an upcoming merger between BKD and DHG.

Motion to accept FY 2021 audit results:	Robert Patrick
Seconded:	Christy Weakland
Motion carried unanimously	

Agenda Item #4 – Proposal to extend contract with BKD for an additional four years

With the current contract close to an end and in lieu of a formal RFP process, Christy Weakland asked the committee to consider an extension of contract for audit services with BKD for an additional four years. It was agreed that if approved by the Finance and Audit Committee, this proposal would have to be finally decided on by City Council.

Motion to extend BKD's contract by four years:	Christy Weakland
Seconded:	Robert Patrick
Motion carried unanimously	

Agenda Item #5 – Presentation of financial results for FY 2022 through 2nd quarter
Christy Weakland presented a report of financial data as of March 31st, 2022. Discussed were expenses and revenues as of this period with an overall performance glance of revenues and expenses as compared with targeted projections for various funds for the same period.

Agenda Item #6 – Investment report presentation and discussion of portfolio status
Jennifer Fung gave the committee a brief overview of the City's investment portfolio as of March 31st, 2022. She highlighted the portfolio's current composition by investment type and maturity distribution. She also gave her assessment of the economy in general and rising interest rates as they pertain to investments.

Agenda Item #7 – Approval of Investment Policy, 2022
There were minimal changes made to the current year policy from the prior year.

Motion to approve FY2022 Investment Policy:	Robert Patrick
Seconded:	Christy Weakland
Motion carried unanimously	

Agenda Item #8 – Other matters
There were no other matters. The meeting was adjourned at 11:07am.

CITY OF MIDLAND

QUARTERLY INVESTMENT REPORT

January 1, 2022 - March 31, 2022

CITY OF MIDLAND
QUARTERLY INVESTMENT REPORT
January 1, 2022 - March 31, 2022

Portfolio Summary

This quarterly report is in full compliance with the investment policy and strategy as established for the City of Midland, Texas and the Public Funds Investment Act (Chapter 2256, Texas Government Code).

Portfolio as of January 1, 2022		**Portfolio as of March 31, 2022**	
Ending Book Value	$478,128,707	Ending Book Value	$504,419,796
Ending Market Value	$476,578,396	Ending Market Value	$493,161,274
Unrealized Gain/(Loss)	($1,550,311)	Unrealized Gain/(Loss)	($11,258,522)
		Change in Unrealized Gain/(Loss)	($9,708,211)
Interest accrued for the period	$706,256	Interest accrued for the period	$502,935
WAM at Ending Period Date [1]	823	WAM at Ending Period Date [1]	797
Yield-To-Maturity at Cost	0.44%	Yield-To-Maturity at Cost	0.67%
Treasury 3-Month	0.06%	Treasury 3-Month	0.52%
		Change in Market Value [2]	$16,582,878

Prepared by:

Christy Weakland — 4/8/2022

Christy Weakland, Interim Director of Finance — Date

Mala Ramkissoon — 4/8/2022

Mala Ramkissoon, Treasurer — Date

[1] WAM - Weighted Average Maturity (Number of Days)

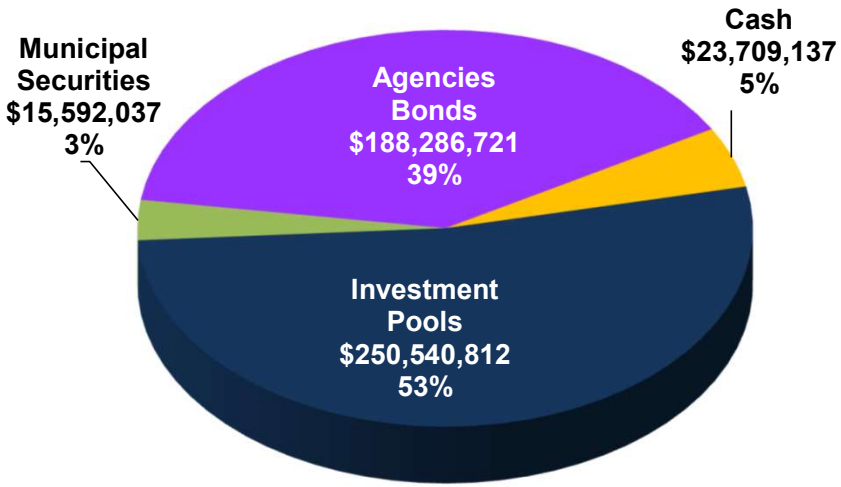
[2] "Change in Market Value" primarily reflects the receipt and expenditure of the City's funds from quarter to quarter.

CITY OF MIDLAND
QUARTERLY INVESTMENT REPORT
January 1, 2022 - March 31, 2022

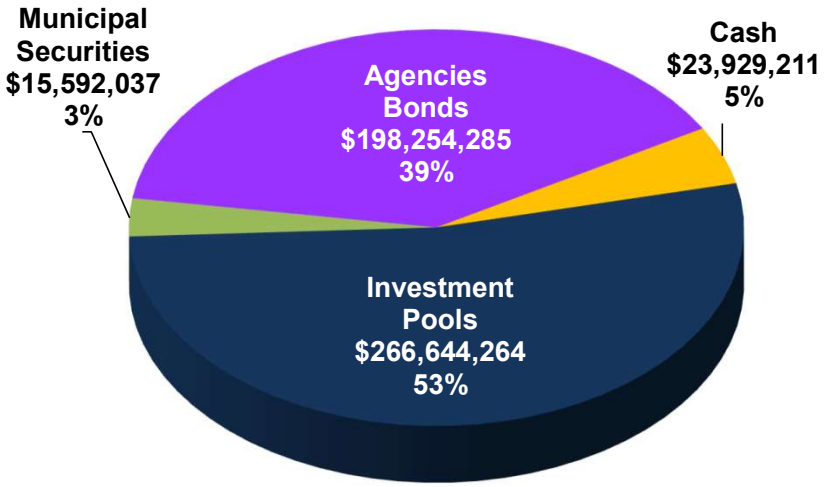
Security Sector Allocation - Book Value

Security Sector	Book Value 1/1/2022	% of Portfolio 1/1/2022	Book Value 3/31/2022	% of Portfolio 3/31/2022
Cash	**$23,709,137**	**5%**	**$23,929,211**	**5%**
Local Government **Investment Pools**	**250,540,812**	**53%**	**266,644,264**	**53%**
Municipal Securities	**15,592,037**	**3%**	**15,592,037**	**3%**
Federal **Agency** Securities	**188,286,721**	**39%**	**198,254,285**	**39%**
Total	**$478,128,707**	**100%**	**$504,419,797**	**100%**

Total Portfolio Assets as of 1/1/2022



Total Portfolio Assets as of 3/31/2022

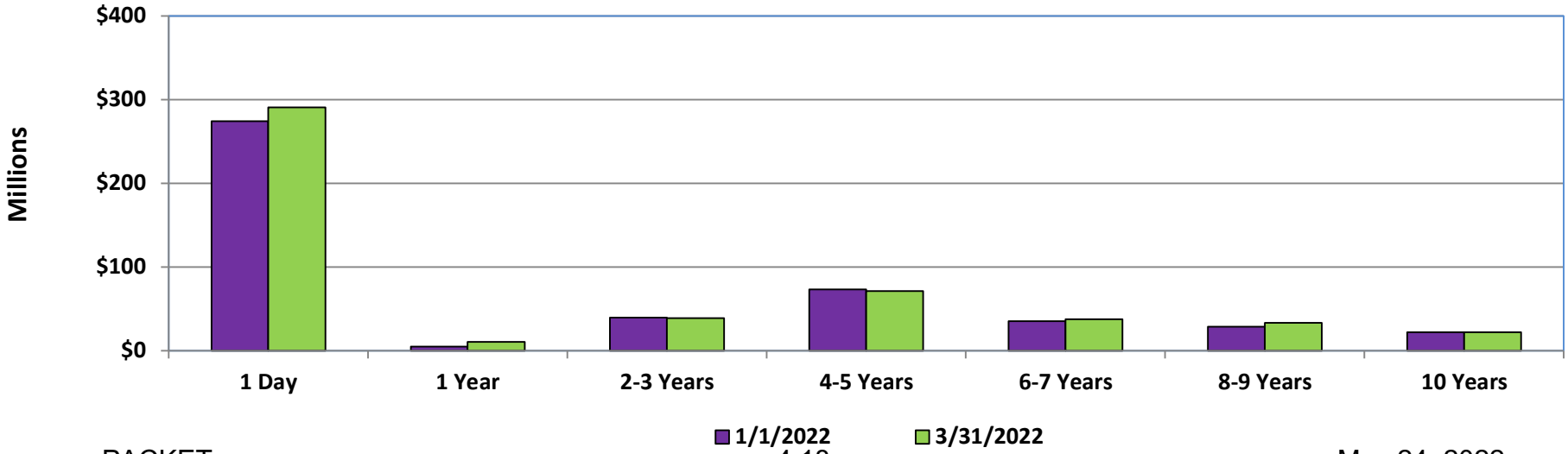


CITY OF MIDLAND
QUARTERLY INVESTMENT REPORT
January 1, 2022 - March 31, 2022

Distribution by Maturity Range - Book Value

Maturity Range	Book Value 1/1/2022	% of Portfolio 1/1/2022	Book Value 3/31/2022	% of Portfolio 3/31/2022
1 Day	$274,249,949	58%	$290,573,475	58%
1 Year	4,999,651	1%	10,481,379	2%
2-3 Years	39,581,037	8%	38,869,545	8%
4-5 Years	73,390,800	15%	71,379,334	14%
6-7 Years	35,468,146	7%	37,447,291	7%
8-9 Years	28,619,436	6%	33,498,226	7%
10 Years	21,819,688	5%	21,940,898	4%
Total	$478,128,707	100%	$504,190,148	100%

Portfolio Holdings



CITY OF MIDLAND
INVESTMENT REPORT
January 1, 2022 - March 31, 2022
Detail of Security Holdings as of 3/31/2022

ISSUERS	CUSIP	COUPON	YIELD	SETTLE DATE	MATURITY DATE	3/31/2022 PAR VALUE	3/31/2022 MARKET VALUE	3/31/2022 BOOK VALUE
						$	$	$
FEDERAL AGENCY COUPON SECURITIES								
FHLMC	3134GXBC7	0.18%	0.18%	11/18/2020	11/18/2022	5,000,000.00	4,964,721.25	4,999,650.85
FHLMC	3137EAEW5	0.25%	0.25%	9/4/2020	9/8/2023	3,000,000.00	2,924,544.75	2,997,666.39
FHLMC	3137EAEY1	0.13%	0.13%	10/16/2020	10/16/2023	3,000,000.00	2,909,717.61	2,988,454.56
FFCB	3133EL6H2	0.36%	0.36%	9/4/2020	3/4/2024	5,000,000.00	4,838,493.70	4,990,435.00
FHLB	3130ANYE4	0.40%	0.40%	9/28/2021	6/28/2024	3,000,000.00	2,884,967.16	2,993,535.18
FFCB	3133EJVC0	2.95%	0.33%	7/23/2020	7/24/2024	3,000,000.00	3,046,614.99	3,202,850.91
FHLB	3130ANMN7	0.52%	0.52%	8/26/2021	8/26/2024	3,000,000.00	2,885,200.23	2,998,209.96
FHLMC	3134GWB39	0.42%	0.42%	9/3/2020	9/3/2024	5,000,000.00	4,791,526.95	4,985,024.10
FHLB	3130AQPT4	1.50%	1.50%	2/18/2022	2/18/2025	2,000,000.00	1,947,764.14	2,000,000.00
FHLB	3130ANUR9	0.65%	0.65%	9/21/2021	3/21/2025	3,000,000.00	2,844,662.52	2,999,884.98
FHLB	3130APK38	0.88%	0.88%	10/27/2021	6/27/2025	3,000,000.00	2,837,598.99	3,000,000.00
FHLB	3130AJTX7	0.72%	0.72%	7/21/2020	7/21/2025	3,125,000.00	2,966,121.16	3,116,211.66
FFCB	3133ELX33	0.69%	0.69%	7/24/2020	7/22/2025	2,000,000.00	1,881,972.44	1,990,886.02
FHLB	3130A8ZQ9	1.75%	0.74%	10/4/2021	9/12/2025	5,000,000.00	4,877,833.60	5,000,000.00
FHLB	3130ANVB3	0.80%	0.80%	9/17/2021	9/17/2025	5,000,000.00	4,711,732.10	4,996,866.40
FNMA	3136G47A5	0.53%	0.53%	1/15/2021	10/28/2025	3,000,000.00	2,795,026.32	2,962,887.81
FHLB	3130AMUV2	0.80%	0.80%	7/12/2021	12/30/2025	1,000,000.00	940,912.58	996,221.31
FHLB	3130AKU61	0.30%	0.30%	1/27/2021	1/27/2026	3,000,000.00	2,823,114.18	2,976,801.30
FHLB	3130ALGJ7	1.00%	1.00%	3/23/2021	3/23/2026	4,875,000.00	4,580,765.57	4,868,867.59
FHLB	3130AMUM2	0.50%	0.50%	6/30/2021	6/30/2026	5,000,000.00	4,714,968.25	4,971,483.65
FFCB	3133EMW73	0.87%	0.87%	7/28/2021	7/28/2026	1,000,000.00	937,765.25	993,222.18
FHLMC	3134GWLX2	0.70%	0.70%	8/19/2020	8/19/2026	5,000,000.00	4,610,432.75	4,910,742.90
FNMA	3136G4H97	0.65%	0.65%	8/19/2020	8/19/2026	3,000,000.00	2,787,265.86	2,961,385.14
FHLMC	3134GWQW9	0.75%	0.75%	8/24/2020	8/24/2026	3,000,000.00	2,788,163.55	2,952,910.92
FHLB	3130ANRC6	0.50%	0.50%	8/26/2021	8/26/2026	5,000,000.00	4,719,063.75	4,975,350.90
FHLB	3130ANX39	0.50%	0.50%	9/30/2021	9/30/2026	5,000,000.00	4,703,908.35	4,982,117.45
FHLB	3130APL29	1.31%	1.31%	10/28/2021	10/28/2026	3,000,000.00	2,844,546.75	3,000,000.00
FHLB	3130ALGU2	1.00%	1.00%	3/23/2021	12/23/2026	5,000,000.00	4,709,177.50	4,985,481.60
FHLB	3130AMWP3	1.13%	1.13%	6/30/2021	12/30/2026	3,571,428.57	3,382,736.94	3,570,721.41
FHLB	3130AR2D2	2.00%	2.00%	3/10/2022	3/10/2027	2,000,000.00	1,975,684.88	2,000,000.00
FHLB	3130AKZM1	0.80%	0.80%	2/25/2021	5/25/2027	5,000,000.00	4,580,254.65	4,917,156.70

CITY OF MIDLAND
INVESTMENT REPORT
January 1, 2022 - March 31, 2022
Detail of Security Holdings as of 3/31/2022

ISSUERS	CUSIP	COUPON	YIELD	SETTLE DATE	MATURITY DATE	3/31/2022 PAR VALUE	3/31/2022 MARKET VALUE	3/31/2022 BOOK VALUE
						$	$	$
FNMA	3140J1FA1	1.09%	0.82%	10/9/2020	9/1/2027	1,940,439.12	1,776,969.29	1,917,369.75
FHLB	3130APRL1	1.00%	1.00%	11/23/2021	11/23/2027	3,000,000.00	2,867,871.27	3,000,000.00
FN BS0213	3140LAGX7	1.15%	1.15%	1/7/2021	1/1/2028	1,952,083.78	1,779,765.79	1,926,833.77
FHLMC	3134GWNK8	1.08%	1.08%	8/11/2020	8/11/2028	5,000,000.00	4,498,708.20	4,849,978.05
FHLB	3130ANPW4	0.75%	0.75%	8/25/2021	8/25/2028	3,000,000.00	2,814,232.95	2,987,090.28
FHLB	3130ANYG9	1.00%	1.00%	9/22/2021	9/22/2028	3,000,000.00	2,790,518.37	2,998,354.05
FHLB	3130APD77	1.54%	1.54%	10/6/2021	10/6/2028	3,000,000.00	2,825,448.93	3,000,000.00
FFCB	3133ENDA5	1.74%	1.74%	11/1/2021	11/1/2028	3,000,000.00	2,857,620.84	3,000,000.00
FHLMC	3134GWNJ1	1.07%	1.07%	8/24/2020	11/24/2028	5,000,000.00	4,556,600.15	4,850,508.35
FHLB	3130AQFJ7	1.25%	1.25%	12/29/2021	12/29/2028	2,000,000.00	1,890,250.90	2,000,000.00
FHLB	3130AQSW4	1.75%	1.75%	2/23/2021	2/23/2029	2,000,000.00	1,912,821.08	2,000,000.00
FFCB	3133EL3L6	1.10%	1.10%	8/20/2020	8/10/2029	3,000,000.00	2,697,293.31	2,915,998.53
FHLB	3130ANUW8	1.49%	1.49%	9/14/2021	9/14/2029	3,000,000.00	2,790,315.75	2,992,132.14
FHLB	3130AGUW3	2.13%	1.24%	9/14/2021	9/14/2029	2,000,000.00	1,929,673.74	2,094,174.24
FFCB	3133ENGL8	2.00%	2.00%	12/7/2021	12/7/2029	3,000,000.00	2,863,099.86	3,000,000.00
FHLB	3130AKP91	1.25%	1.25%	1/28/2021	1/28/2030	5,000,000.00	4,535,846.25	4,876,713.55
FFCB	3133EM2S0	1.70%	1.70%	8/24/2021	8/16/2030	3,000,000.00	2,778,263.73	2,982,296.70
FHLMC	3134GWRA6	1.08%	1.00%	8/20/2020	8/20/2030	3,000,000.00	2,611,141.17	2,836,978.68
FNMA	3136G4P80	1.10%	1.10%	8/28/2020	8/28/2030	2,000,000.00	1,781,161.58	1,921,142.60
FHLB	3130APGC3	0.70%	0.70%	10/28/2021	10/28/2030	5,000,000.00	4,718,913.25	5,000,000.00
FHLB	3130AL7A6	1.00%	1.00%	2/25/2021	2/25/2031	5,000,000.00	4,536,387.35	4,878,789.80
FFCB	3133EMW32	1.70%	1.70%	7/28/2021	4/28/2031	5,000,000.00	4,554,177.10	4,955,481.50
FHLB	3130ANZZ6	1.00%	1.00%	9/30/2021	9/30/2031	3,000,000.00	2,763,608.40	2,985,416.16
FHLB	3130APCY9	1.88%	1.88%	10/21/2021	10/21/2031	3,000,000.00	2,799,758.88	3,000,000.00
FHLB	3130APXZ3	2.10%	2.10%	11/26/2021	11/26/2031	3,000,000.00	2,807,746.35	3,000,000.00
FHLB	3130AQC27	1.50%	1.50%	12/29/2021	12/29/2031	3,000,000.00	2,816,015.67	3,000,000.00
FFCB	3133ENSP6	3.30%	3.30%	3/23/2022	3/23/2032	5,000,000.00	4,965,912.10	5,000,000.00
TOTAL FEDERAL AGENCY COUPON SECURITIES						**199,463,951.47**	**187,727,380.98**	**198,254,285.02**

CITY OF MIDLAND
INVESTMENT REPORT
January 1, 2022 - March 31, 2022
Detail of Security Holdings as of 3/31/2022

ISSUERS	CUSIP	COUPON	YIELD	SETTLE DATE	MATURITY DATE	3/31/2022 PAR VALUE	3/31/2022 MARKET VALUE	3/31/2022 BOOK VALUE
						$	$	$
MUNICIPAL SECURITIES								
HOUSTON TX ISD	442403KR1	5.000%	1.45%	3/20/2020	2/15/2023	1,830,000.00	1,884,636.30	1,949,975.53
CYPRESS FAIRBANKS ISD	232769EY1	5.000%	1.45%	3/20/2020	2/15/2023	2,035,000.00	2,094,865.22	2,167,836.05
TEXAS STATE UNIVERSITY	88278PZR8	5.000%	1.53%	3/20/2020	3/15/2023	1,490,000.00	1,537,156.41	1,593,565.73
HOUSTON TX UTILITY SYS	4424354Z3	3.428%	0.27%	12/28/2020	5/15/2023	750,000.00	761,605.05	786,546.23
DALLAS COUNTY	234650MY2	5.000%	1.70%	3/20/2020	8/15/2024	7,000,000.00	7,497,879.20	7,926,937.20
TYLER SCHOOL DISTRICT	902273XZ9	5.000%	0.90%	8/20/2020	2/15/2026	1,000,000.00	1,084,276.10	1,167,175.80
TOTAL MUNICIPAL SECURITIES						**14,105,000.00**	**14,860,418.28**	**15,592,036.54**
INVESTMENT POOLS								
TexasCLASS Prime		0.49%	0.49%		Daily	140,101,847.86	140,101,847.86	140,101,847.86
TEXPOOL Prime		0.41%	0.41%		Daily	101,263,038.76	101,263,038.76	101,263,038.76
TEXSTAR		0.25%	0.25%		Daily	25,279,376.90	25,279,376.90	25,279,376.90
TOTAL INVESTMENT POOLS						**266,644,263.52**	**266,644,263.52**	**266,644,263.52**
CASH								
CASH		0.16%	0.16%		Daily	23,892,170.25	23,892,170.25	23,892,170.25
MISC ACCOUNTS		0.00%	0.00%		Daily	37,041.00	37,041.00	37,041.00
TOTAL CASH						**23,929,211.25**	**23,929,211.25**	**23,929,211.25**
TOTAL CASH AND INVESTMENTS						**504,142,426.24**	**493,161,274.03**	**504,419,796.33**

CITY OF MIDLAND

QUARTERLY INVESTMENT REPORT

January 1, 2022 - March 31, 2022

Change in Value

DESCRIPTION	CUSIP	YIELD	SETTLE DATE	MATURITY DATE	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	CHANGE IN BOOK VALUE	BEGINNING MARKET VALUE	ENDING MARKET VALUE	CHANGE IN MARKET VALUE
					$	$	$	$	$	$	$
AGENCIES											
FNMA	3138LCSF3	0.93%	10/1/2020	3/1/2022		1,011,581.30		(1,011,581.30)	993,475.20	-	(993,475.20)
FHLMC	3134GXBC7	0.18%	11/18/2020	11/18/2022	5,000,000.00	4,999,650.85	4,999,650.85	-	4,991,957.70	4,964,721.25	(27,236.45)
FHLMC	3137EAEW5	0.25%	9/4/2020	9/8/2023	3,000,000.00	2,997,666.39	2,997,666.39	-	2,979,931.35	2,924,544.75	(55,386.60)
FHLMC	3137EAEY1	0.13%	10/16/2020	10/16/2023	3,000,000.00	2,988,454.56	2,988,454.56	-	2,970,631.62	2,909,717.61	(60,914.01)
FFCB	3133EL6H2	0.36%	9/4/2020	3/4/2024	5,000,000.00	4,990,435.00	4,990,435.00	-	4,967,629.80	4,838,493.70	(129,136.10)
FHLB	3130ANYE4	0.40%	9/28/2021	6/28/2024	3,000,000.00	2,993,535.18	2,993,535.18	-	2,975,229.69	2,884,967.16	(90,262.53)
FFCB	3133EJVC0	0.33%	7/23/2020	7/24/2024	3,000,000.00	3,202,850.91	3,202,850.91	-	3,171,467.49	3,046,614.99	(124,852.50)
FHLB	3130ANMN7	0.52%	8/26/2021	8/26/2024	3,000,000.00	2,998,209.96	2,998,209.96	-	2,980,072.26	2,885,200.23	(94,872.03)
FHLMC	3134GWB39	0.42%	9/3/2020	9/3/2024	5,000,000.00	4,985,024.10	4,985,024.10	-	4,939,464.20	4,791,526.95	(147,937.25)
FHLB	3130ANUR9	0.65%	9/21/2021	3/21/2025	3,000,000.00	2,999,884.98	2,999,884.98	-	2,959,085.79	2,844,662.52	(114,423.27)
FHLB	3130APK38	0.88%	10/27/2021	6/27/2025	3,000,000.00	3,000,000.00	3,000,000.00	-	2,970,892.80	2,837,598.99	(133,293.81)
FHLB	3130AJTX7	0.72%	7/21/2020	7/21/2025	3,125,000.00	3,116,211.66	3,116,211.66	-	3,091,572.38	2,966,121.16	(125,451.22)
FFCB	3133ELX33	0.69%	7/24/2020	7/22/2025	2,000,000.00	1,990,886.02	1,990,886.02	-	1,967,913.86	1,881,972.44	(85,941.42)
FHLB	3130A8ZQ9	0.74%	10/4/2021	9/12/2025	5,000,000.00	5,000,000.00	5,000,000.00	-	5,108,887.25	4,877,833.60	(231,053.65)
FHLB	3130ANVB3	0.80%	9/17/2021	9/17/2025	5,000,000.00	4,996,866.40	4,996,866.40	-	4,932,331.75	4,711,732.10	(220,599.65)
FNMA	3136G47A5	0.53%	1/15/2021	10/28/2025	3,000,000.00	2,962,887.81	2,962,887.81	-	2,932,296.75	2,795,026.32	(137,270.43)
FHLB	3130AMUV2	0.80%	7/12/2021	12/30/2025	1,000,000.00	996,221.31	996,221.31	-	984,306.43	940,912.58	(43,393.85)
FHLB	3130AKU61	0.30%	1/27/2021	1/27/2026	3,000,000.00	2,976,801.30	2,976,801.30	-	2,952,746.79	2,823,114.18	(129,632.61)
FHLB	3130ALGJ7	1.00%	3/23/2021	3/23/2026	4,875,000.00	4,868,867.59	4,868,867.59	-	4,822,877.52	4,580,765.57	(242,111.95)
FHLB	3130AMUM2	0.50%	6/30/2021	6/30/2026	5,000,000.00	4,971,483.65	4,971,483.65	-	4,929,302.30	4,714,968.25	(214,334.05)
FFCB	3133EMW73	0.87%	7/28/2021	7/28/2026	1,000,000.00	993,222.18	993,222.18	-	984,116.22	937,765.25	(46,350.97)
FHLMC	3134GWLX2	0.70%	8/19/2020	8/19/2026	5,000,000.00	4,910,742.90	4,910,742.90	-	4,853,780.30	4,610,432.75	(243,347.55)
FNMA	3136G4H97	0.65%	8/19/2020	8/19/2026	3,000,000.00	2,961,385.14	2,961,385.14	-	2,930,333.13	2,787,265.86	(143,067.27)
FHLMC	3134GWQW9	0.75%	8/24/2020	8/24/2026	3,000,000.00	2,952,910.92	2,952,910.92	-	2,925,686.88	2,788,163.55	(137,523.33)
FHLB	3130ANRC6	0.50%	8/26/2021	8/26/2026	5,000,000.00	4,975,350.90	4,975,350.90	-	4,938,093.25	4,719,063.75	(219,029.50)
FHLB	3130ANX39	0.50%	9/30/2021	9/30/2026	5,000,000.00	4,982,117.45	4,982,117.45	-	4,928,406.80	4,703,908.35	(224,498.45)
FHLB	3130APL29	1.31%	10/28/2021	10/28/2026	3,000,000.00	3,000,000.00	3,000,000.00	-	2,986,656.84	2,844,546.75	(142,110.09)
FHLB	3130ALGU2	1.00%	3/23/2021	12/23/2026	5,000,000.00	4,985,481.60	4,985,481.60	-	4,944,786.50	4,709,177.50	(235,609.00)
FHLB	3130AMWP3	1.13%	6/30/2021	12/30/2026	3,571,428.57	3,570,721.41	3,570,721.41	-	3,546,443.23	3,382,736.94	(163,706.29)
FHLB	3130AKZM1	0.80%	2/25/2021	5/25/2027	5,000,000.00	4,917,156.70	4,917,156.70	-	4,835,301.65	4,580,254.65	(255,047.00)
FNMA	3140J1FA1	0.82%	10/9/2020	9/1/2027	1,940,439.12	1,927,673.65	1,917,369.75	(10,303.90)	1,910,119.38	1,776,969.29	(133,150.09)
FHLB	3130APRL1	1.00%	11/23/2021	11/23/2027	3,000,000.00	3,000,000.00	3,000,000.00	-	2,991,140.22	2,867,871.27	(123,268.95)
FN BS0213	3140LAGX7	1.15%	1/7/2021	1/1/2028	1,952,083.78	1,937,384.73	1,926,833.77	(10,550.96)	1,917,121.04	1,779,765.79	(137,355.25)
FHLMC	3134GWNK8	1.08%	8/11/2020	8/11/2028	5,000,000.00	4,849,978.05	4,849,978.05	-	4,812,896.40	4,498,708.20	(314,188.20)
FHLB	3130ANPW4	0.75%	8/25/2021	8/25/2028	3,000,000.00	2,987,090.28	2,987,090.28	-	2,964,011.76	2,814,232.95	(149,778.81)
FHLB	3130ANYG9	1.00%	9/22/2021	9/22/2028	3,000,000.00	2,998,354.05	2,998,354.05	-	2,950,416.39	2,790,518.37	(159,898.02)
FHLB	3130APD77	1.54%	10/6/2021	10/6/2028	3,000,000.00	3,000,000.00	3,000,000.00	-	2,988,259.71	2,825,448.93	(162,810.78)
FFCB	3133ENDA5	1.74%	11/1/2021	11/1/2028	3,000,000.00	3,000,000.00	3,000,000.00	-	2,995,063.68	2,857,620.84	(137,442.84)
FHLMC	3134GWNJ1	1.07%	8/24/2020	11/24/2028	5,000,000.00	4,850,508.35	4,850,508.35	-	4,819,670.15	4,556,600.15	(263,070.00)
FHLB	3130AQFJ7	1.25%	12/29/2021	12/29/2028	2,000,000.00	2,000,000.00	2,000,000.00	-	1,995,715.52	1,890,250.90	(105,464.62)
FFCB	3133EL3L6	1.10%	8/20/2020	8/10/2029	3,000,000.00	2,915,998.53	2,915,998.53	-	2,858,777.10	2,697,293.31	(161,483.79)
FHLB	3130ANUW8	1.49%	9/14/2021	9/14/2029	3,000,000.00	2,992,132.14	2,992,132.14	-	2,960,875.08	2,790,315.75	(170,559.33)
FHLB	3130AGUW3	1.24%	9/14/2021	9/14/2029	2,000,000.00	2,094,174.24	2,094,174.24	-	2,088,768.42	1,929,673.74	(159,094.68)
FFCB	3133ENGL8	2.00%	12/7/2021	12/7/2029	3,000,000.00	3,000,000.00	3,000,000.00	-	3,001,575.57	2,863,099.86	(138,475.71)
FHLB	3130AKP91	1.25%	1/28/2021	1/28/2030	5,000,000.00	4,876,713.55	4,876,713.55	-	4,845,066.85	4,535,846.25	(309,220.60)
FFCB	3133EM2S0	1.70%	8/24/2021	8/16/2030	3,000,000.00	2,982,296.70	2,982,296.70	-	2,964,520.26	2,778,263.73	(186,256.53)
FHLMC	3134GWRA6	1.00%	8/20/2020	8/20/2030	3,000,000.00	2,836,978.68	2,836,978.68	-	2,823,457.26	2,614,141.17	(212,316.09)

CITY OF MIDLAND

QUARTERLY INVESTMENT REPORT

January 1, 2022 - March 31, 2022

Change in Value

DESCRIPTION	CUSIP	YIELD	SETTLE DATE	MATURITY DATE	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	CHANGE IN BOOK VALUE	BEGINNING MARKET VALUE	ENDING MARKET VALUE	CHANGE IN MARKET VALUE
					$	$	$	$	$	$	$
FNMA	3136G4P80	1.10%	8/28/2020	8/28/2030	2,000,000.00	1,921,142.60	1,921,142.60	-	1,911,764.42	1,781,161.58	(130,602.84)
FHLB	3130APGC3	0.70%	10/28/2021	10/28/2030	5,000,000.00	5,000,000.00	5,000,000.00	-	4,974,372.65	4,718,913.25	(255,459.40)
FHLB	3130AL7A6	1.00%	2/25/2021	2/25/2031	5,000,000.00	4,878,789.80	4,878,789.80	-	4,853,582.05	4,536,387.35	(317,194.70)
FFCB	3133EMW32	1.70%	7/28/2021	4/28/2031	5,000,000.00	4,955,481.50	4,955,481.50	-	4,881,016.65	4,554,177.10	(326,839.55)
FHLB	3130ANZZ6	1.00%	9/30/2021	9/30/2031	3,000,000.00	2,985,416.16	2,985,416.16	-	2,947,962.90	2,763,608.40	(184,354.50)
FHLB	3130APCY9	1.88%	10/21/2021	10/21/2031	3,000,000.00	3,000,000.00	3,000,000.00	-	2,982,850.59	2,799,758.88	(183,091.71)
FHLB	3130APXZ3	2.10%	11/26/2021	11/26/2031	3,000,000.00	3,000,000.00	3,000,000.00	-	2,987,623.32	2,807,746.35	(179,876.97)
FHLB	3130AQC27	1.50%	12/29/2021	12/29/2031	3,000,000.00	3,000,000.00	3,000,000.00	-	3,001,734.60	2,816,015.67	(185,718.93)
FHLB	3130AQPT4	1.50%	2/18/2022	2/18/2025	2,000,000.00		2,000,000.00			1,947,764.14	1,947,764.14
FHLB	3130AQSW4	1.75%	2/23/2022	2/23/2029	2,000,000.00		2,000,000.00			1,912,821.08	1,912,821.08
FHLB	3130AR2D2	2.00%	3/10/2022	3/10/2027	2,000,000.00		2,000,000.00			1,975,684.88	1,975,684.88
FFCB	3133ENSP6	3.30%	3/23/2022	3/23/2032	5,000,000.00		5,000,000.00			4,965,912.10	4,965,912.10
MUNICIPAL SECURITIES								-			
HOUSTON TX ISD	442403KR1	1.45%	3/20/2020	2/15/2023	1,830,000.00	1,949,975.53	1,949,975.53	-	1,927,741.58	1,884,636.30	(43,105.28)
CYPRESS FAIRBANKS ISD	232769EY1	1.45%	3/20/2020	2/15/2023	2,035,000.00	2,167,836.05	2,167,836.05	-	2,143,926.02	2,094,865.22	(49,060.80)
TEXAS STATE UNIVERSITY	88278PZR8	1.53%	3/20/2020	3/15/2023	1,490,000.00	1,593,565.73	1,593,565.73	-	1,575,347.65	1,537,156.41	(38,191.24)
HOUSTON TX UTILITY SYS	4424354Z3	0.27%	12/28/2020	5/15/2023	750,000.00	786,546.23	786,546.23	-	777,807.75	761,605.05	(16,202.70)
DALLAS COUNTY	234650MY2	1.70%	3/20/2020	8/15/2024	7,000,000.00	7,926,937.20	7,926,937.20	-	7,833,112.70	7,497,879.20	(335,233.50)
TYLER SCHOOL DISTRICT	902273XZ9	0.90%	8/20/2020	2/15/2026	1,000,000.00	1,167,175.80	1,167,175.80	-	1,146,471.50	1,084,276.10	(62,195.40)
											-
INVESTMENT POOLS											-
TexasCLASS Prime		0.06%	NA	NA	140,101,847.86	124,044,388.86	140,101,847.86	16,057,459.00	124,044,388.86	140,101,847.86	16,057,459.00
TEXPOOL Prime		0.06%	NA	NA	101,263,038.76	101,219,758.80	101,263,038.76	43,279.96	101,219,758.80	101,263,038.76	43,279.96
TEXSTAR		0.01%	NA	NA	25,279,376.90	25,276,664.37	25,279,376.90	2,712.53	25,276,664.37	25,279,376.90	2,712.53
CASH											
WELLS FARGO		0.16%	NA	NA	23,892,170.25	23,672,095.82	23,892,170.25	220,074.43	23,672,095.82	23,892,170.25	220,074.43
MISC ACCOUNTS		0.00%	NA	NA	37,041.00	37,041.00	37,041.00	-	37,041.00	37,041.00	-
TOTAL CASH AND INVESTMENTS					**504,142,426.24**	**478,128,706.57**	**504,419,796.33**	**15,291,089.76**	**476,578,395.75**	**493,161,274.03**	**16,582,878.28**

City Council Meeting

Item Number: 5

Meeting Date: May 24, 2022

To: City Council / City Manager

From: Crystal Garcia,

Subject: RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BKD, LLP FOR AUDIT SERVICES FOR THE CITY OF MIDLAND, TEXAS (DISTRICT: NONE) (FINANCE)

Purpose:

Approval of a resolution authorizing the City Manager to negotiate and execute a professional services agreement with BKD, LLP for external audit services for FY2022-FY2026 for the City of Midland; for the Finance Department.

Recommended City Council Action:

Approve

Fiscal Impact:

External Audit Fees are budgeted in the Fiscal Year.

Discussion:

The Finance and Audit Committee recommends to engage BKD, LLP to perform audit services for the next four consecutive years.

Morris Williams Jr.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BKD, LLP FOR AUDIT SERVICES FOR THE CITY OF MIDLAND, TEXAS

WHEREAS, the City Council is required by the City of Midland Charter, Article IV, Section 29, to select a competent public accountant to perform an annual audit of the City; and

WHEREAS, on April 27, 2022, the City's Finance and Audit Committee recommended that the City award a contract for professional audit services to BKD, LLP; and

WHEREAS, the City Council adopts the recommendation of the Finance and Audit Committee and finds it to be in the public interest to authorize the City Manager to negotiate and execute a professional services agreement with BKD, LLP;

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

SECTION ONE. That the City Council hereby selects BKD, LLP to perform an annual audit of the City.

SECTION TWO. That the City Manager is hereby authorized and directed to negotiate and execute, on behalf of the City of Midland, a professional services agreement with BKD, LLP for professional audit services for a term not to exceed four years.

SECTION THREE. That the City Comptroller is authorized and directed to make payment to BKD, LLP according to the negotiated terms of said professional services agreement from funds budgeted for external audit services in each fiscal year covered by the professional services agreement upon receipt of proper invoice 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

_____
Christy Weakland, Director of Finance

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

City Council Meeting

Item Number: 6

Meeting Date: May 24, 2022

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **Motion rejecting the sole proposal for crossing guard services; and authorizing the City Manager or the City Manager's designee to: (i) reissue a request for proposals for crossing guard services pursuant to the statutes of the State of Texas for accomplishing the work set forth in the request for proposals, and (ii) negotiate a contract for said services; provided, however, that said contract shall not become effective until approved by the City Council (DISTRICT: ALL) (GENERAL SERVICES)**

Purpose:

Motion rejecting the sole proposal for crossing guard services; and authorizing the City Manager or the City Manager's designee to: (i) reissue a request for proposals for crossing guard services pursuant to the statutes of the State of Texas for accomplishing the work set forth in the request for proposals, and (ii) negotiate a contract for said services; provided, however, that said contract shall not become effective until approved by the City Council.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is not required at this time.

Discussion:

The City Manager approved plans and specifications and authorized advertisement for bids for the Crossing Guard Services. Bid requests were issued to twelve (12) vendors. We received one (1) proposal. Staff recommends rejecting the sole bid received for the Crossing Guard Services. Please see the attached memo from Mark Widmann, Administrative Services Director,

for more information.

Therefore, please consider a motion rejecting the sole proposal for crossing guard services; and authorizing the City Manager or the City Manager's designee to: (i) reissue a request for proposals for crossing guard services pursuant to the statutes of the State of Texas for accomplishing the work set forth in the request for proposals, and (ii) negotiate a contract for said services; provided, however, that said contract shall not become effective until approved by the City Council.

Tina Jaug

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Munoz Martinez, Purchasing Manager

FROM: Mark Widmann, Director of Administrative Services

SUBJECT: Motion rejecting Bids and reissue for the School Crossing Guard Services.

DATE: May 9, 2022

The Administrative Services Department solicited and received bids for providing School Crossing Guard Services. The Bid received was non-responsive.

The Administrative Services Department requests to reject all Bids and reissue the School Crossing Guard Bid.

City of Midland - Bid Tabulation

BID # 22002754 **School Crossing Guards** **OPENED** May 4, 2022			Everything Parking Inc dba Cross Safe 4900- B Old Pineville Road Charlotte, NC 28217 Brian Haupricht hauprichtb@parkinc.com	
ITEM	HOURS	DESCRIPTION	COST EA.	TOTAL
1	37,440	School Crossing Guard Services	$30.37	$1,137,052.80
2	1,080	School Crossing Guard Services	$37.50	$40,500.00
		TOTAL PROPOSAL		$1,177,552.80

Bidding Summary:

12 Bid requests were issued.

1 Bids listed above

0 NO BIDS were received.

11 Bidders did not respond.

City Council Meeting

Item Number: 7

Meeting Date: May 24, 2022

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH PARAGON ROOFING, INC., THROUGH THE INTERLOCAL PURCHASING SYSTEM, FOR THE PURCHASE AND INSTALLATION OF A 50-MIL PVC DUROLAST FLEECE SYSTEM ROOF AT THE HEALTH DEPARTMENT AND MIDLAND SENIOR CENTER BUILDING FOR A TOTAL COST OF $354,200.00; APPROVING $45,800.00 FOR CONTINGENCIES; AND APPROPRIATING FUNDS FOR SAID CONTRACT (DISTRICT 4) (GENERAL SERVICES)**

Purpose:

Resolution approving a contract with Paragon Roofing, Inc., through the interlocal purchasing system (TIPS) for the purchase and installation of a new 50mil PVC system roof at the Health Department and Midland Senior Center building for a cost of $354,200.00 plus contingency of $45,800.00 for a total cost of $400,000.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds will be available in the ARPA Grant and will be appropriated upon receipt to a project for said purpose.

Discussion:

Staff recommends awarding a contract to Paragon Roofing, Inc. to install the new 50mil PVC system roof at the Health Department and Midland Senior Center building. Paragon Roofing, Inc. has been awarded a contract through The Interlocal Purchasing System (TIPS) Program. We are members of the TIPS Program cooperative and Subchapter F, Section 271.102 of the

Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases.

Therefore, please consider a resolution awarding a contract for the purchase and installation of a new 50mil PVC system roof at Health Department and Midland Senior Center building to Paragon Roofing, Inc. of Dallas, Texas through The Interlocal Purchasing System (TIPS) for a cost of $354,200.00 plus contingency of $45,800.00 for a total cost of $400,000.00; and appropriating funds for said contract.

Tina Daugherty

City Manager's Office

CITY OF MIDLAND

Community Services Department
Parks Division
Interoffice Memorandum

Date: May 9, 2022
To: Morris Williams, Deputy City Manager
From: Cristina Burns, Community Services Director
Subject: Health Services and Midland Senior Center Roof Replacement

It was recently discovered that the roof of the Health Services Division and Midland Senior Center, which are located in Kingsway Center, needs replacement. Paragon Roofing Inc. has provided a proposal to replace 25,000 square feet of roof, including removing all trash and unused equipment, for $354,200. Staff recommends adding $45,800 in contingencies for a total of $400,000. The Community Services Department supports the replacement of the Health Services Division and Midland Senior Center roof to prevent any future interruption to services at the facilities.

Funding in the amount of $400,000 will be available in ARPA funds and will be appropriated to this project.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH PARAGON ROOFING, INC., THROUGH THE INTERLOCAL PURCHASING SYSTEM, FOR THE PURCHASE AND INSTALLATION OF A 50-MIL PVC DUROLAST FLEECE SYSTEM ROOF AT THE HEALTH DEPARTMENT AND MIDLAND SENIOR CENTER BUILDING FOR A TOTAL COST OF $354,200.00; APPROVING $45,800.00 FOR CONTINGENCIES; AND APPROPRIATING FUNDS FOR SAID CONTRACT

WHEREAS, The Interlocal Purchasing System is a program in which the City participates on purchases in accordance with Tex. Loc. Gov't Code § 271.102; and

WHEREAS, Paragon Roofing, Inc., has submitted a total proposed cost to the City of $354,200.00 for the purchase and installation of a 50-MIL PVC DuroLast Fleece System roof at the Health Department and Midland Senior Center building, through The Interlocal Purchasing System; and

WHEREAS, the Council finds the price proposed by Paragon Roofing, Inc., for the purchase and installation of said roof at the Health Department and Midland Senior Center building to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to approve a contract with Paragon Roofing, Inc., for the purchase and installation of a 50-MIL PVC DuroLast Fleece System roof at the Health Department and Midland Senior Center building through The Interlocal Purchasing System; and

WHEREAS, the City Council finds it to be in the public interest to approve $45,800.00 for contingencies;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Paragon Roofing, Inc., for the purchase and installation of a 50-MIL PVC DuroLast Fleece System roof at the Health Department and Midland Senior Center building, through

The Interlocal Purchasing System, for a total cost of $354,200.00. Said contract being attached hereto as Exhibit A and incorporated herein for all purposes.

SECTION TWO. That the sum of $45,800.00 for contingencies is hereby approved.

SECTION THREE. That the sum of $400,000.00 is available in the ARPA Grant fund and shall be appropriated to a project established by the City of Midland Finance Department for the purpose set forth herein.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay Paragon Roofing, Inc., in accordance with the terms and conditions of the above-referenced contract from funds available in the project established by the City of Midland Finance Department upon proper receipt of proper invoices or statements approved by the City Manager.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

THE CITY OF MIDLAND

CONTRACT

Contract No. 22003143

THIS CONTRACT, effective the 25th day of May, 2022 by and between the City of Midland, hereinafter referred to as "CITY", and Paragon Roofing, Inc., hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 354,200.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for the purchase and installation of a new 50mil PVC system roof for the Health Department and Midland Senior Center building located at 3303 West Illinois Avenue. Said work being further described in the following documents, which are attached hereto and incorporated herein by reference for all legal purposes.

EXHIBIT A..... Specifications and Proposal
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 Regina Stephenson or the designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative, supervisor, or inspector as may be authorized by CITY to act in any particular capacity under this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 90 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 Sections 2271.002 and 2274.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Contract, Company hereby verifies:

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

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

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

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

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §

§

COUNTY OF_____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of Paragon Roofing, Inc., known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said 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 _____

PARAGON ROOFING INC.

"Pattern of Excellence" since 1989

May 2, 2022

City of Midland
Police Department
601 N. Loraine St.
Midland, Texas 76701

THE INTERLOCAL PURCHASING SYSTEM

ROOFING PROPOSAL – 50 MIL DuroLast Fleece System – 20yr NDL

We are pleased to submit this proposal for installation of the new 50mil PVC system at the Health Department / Senior Center building through TIPS contract with Paragon's TIPS contract number 200201. This proposal includes both labor and materials for 25,000 square feet . This proposal is for all built-up roof area covered in pea gravel.

WORK INCLUDES

1. Clean existing roof, remove all abandoned antennas, trash and unused equipment
2. Vacuum up all pea gravel using vacuum truck with chutes (note: this is 2-3 day process that will be loud)
3. Mechanically fasten primed 1.5" ISO after gravel is removed.
4. Mechanically fasten primed 1/2" densdeck or secure rock board over exiting built-up roof surface.
5. Fully adhered 50mil fleece back PVC membrane which includes 20 year No Dollar Limited manufacturer and workmanship warranty.
5. Pricing includes mechanical contractor to disconnect and reconnect duct work that is too low to the roof
6. Pre-manufactured PVC pipe boots, corners and flashings as provided by roofing manufacturer to meet standards for a 20 yr. "No Dollar Limit" warranty
7. Install new expansion joint per DuroLast details

COMMERCIAL
MULTI-FAMILY
RESIDENTIAL

1601 N. Walton Walker Blvd.
Dallas, TX 75211
o. 214.630.6363 | f. 214.630.6677

paragonroofinginc.com

6. New metal edge will be installed inside of existing gutter system.
7. All work to be completed in accordance with OSHA certifications
8. Full time, non-working, project manager onsite

PROJECT TERMS AND CONDITIONS

1. Contractor shall carry Worker's Compensation and General Liability Insurance.
2. Includes TIPS fee & P&P Bond
3. Contractor shall coordinate all schedules and work hours with the Owner or the designated representative. Standard work hours shall apply to this project. Only one mobilizations is included to complete the entire scope of work
4. Once work commences, Contractor shall proceed diligently to final completion.
5. Payment Schedule shall be as follows with all invoices due upon receipt:
   A. Payment is to be made as follows: Total due upon completion but one billing may be made after 30 days of progress for work completed less 10%
6. This proposal, if accepted, shall become the agreement between the parties. There are no agreements either express or implied that extend beyond the face of this proposal.
7. Price is good for delivery of materials for 45 days from the date of this proposal.

***NOTE:**

1. Wet ISO will be replaced per inch of thickness at the cost of **$3.00 per square foot**
2. Deteriorated/damaged metal decking shall be replaced at the cost of **$14.00 per square foot**

COMMERCIAL
MULTI-FAMILY
RESIDENTIAL

1601 N. Walton Walker Blvd.
Dallas, TX 75211
o. 214.630.6363 | f. 214.630.6677

paragonroofinginc.com

PARAGON ROOFING INC.

"Pattern of Excellence" since 1989

TOTAL VALUE OF ROOFING WORK AS OUTLINED ABOVE:

	$ 354,200.00
Tax 8.25%	$ N/A
Total:	**$ 354,200.00**

ACCEPTANCE

If accepted the district will need to simply issue a Purchase Order to Paragon Roofing, Inc. by email to Jonathans@paragonroofinginc.com using the districts normal procedure. Be sure to include "TIPS PURCHASE" somewhere on the purchase order AND e-mail a copy to TIPSPO@TIPS-USA.com.

Should you have any questions or concerns please contact our office at the number listed above or the TIPS Hotline at 866-839-8477.

ACCEPTED:

Company: _____

Printed Name: _____

Authorized Signature: _____

Title: _____

Date: _____

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EXHIBIT C

Bonding Requirements

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

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

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

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

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.

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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 CITY OF MIDLAND

CONTRACT

Contract No. 22003143

THIS CONTRACT, effective the 25th day of May, 2022 by and between the City of Midland, hereinafter referred to as "CITY", and Paragon Roofing, Inc., hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 354,200.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for the purchase and installation of a new 50mil PVC system roof for the Health Department and Midland Senior Center building located at 3303 West Illinois Avenue. Said work being further described in the following documents, which are attached hereto and incorporated herein by reference for all legal purposes.

EXHIBIT A..... Specifications and Proposal
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 Regina Stephenson or the designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative, supervisor, or inspector as may be authorized by CITY to act in any particular capacity under this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 90 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 Sections 2271.002 and 2274.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Contract, Company hereby verifies:

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

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

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

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

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §

§

COUNTY OF_____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of Paragon Roofing, Inc., known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said 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 _____

PARAGON ROOFING INC.

"Pattern of Excellence" since 1989

May 2, 2022

City of Midland
Police Department
601 N. Loraine St.
Midland, Texas 76701

THE INTERLOCAL PURCHASING SYSTEM

ROOFING PROPOSAL – 50 MIL DuroLast Fleece System – 20yr NDL

We are pleased to submit this proposal for installation of the new 50mil PVC system at the Health Department / Senior Center building through TIPS contract with Paragon's TIPS contract number 200201. This proposal includes both labor and materials for 25,000 square feet . This proposal is for all built-up roof area covered in pea gravel.

WORK INCLUDES

1. Clean existing roof, remove all abandoned antennas, trash and unused equipment
2. Vacuum up all pea gravel using vacuum truck with chutes (note: this is 2-3 day process that will be loud)
3. Mechanically fasten primed 1.5" ISO after gravel is removed.
4. Mechanically fasten primed 1/2" densdeck or secure rock board over exiting built-up roof surface.
5. Fully adhered 50mil fleece back PVC membrane which includes 20 year No Dollar Limited manufacturer and workmanship warranty.
5. Pricing includes mechanical contractor to disconnect and reconnect duct work that is too low to the roof
6. Pre-manufactured PVC pipe boots, corners and flashings as provided by roofing manufacturer to meet standards for a 20 yr. "No Dollar Limit" warranty
7. Install new expansion joint per DuroLast details

COMMERCIAL
MULTI-FAMILY
RESIDENTIAL

1601 N. Walton Walker Blvd.
Dallas, TX 75211
o. 214.630.6363 | f. 214.630.6677

paragonroofinginc.com

6. New metal edge will be installed inside of existing gutter system.
7. All work to be completed in accordance with OSHA certifications
8. Full time, non-working, project manager onsite

PROJECT TERMS AND CONDITIONS

1. Contractor shall carry Worker's Compensation and General Liability Insurance.
2. Includes TIPS fee & P&P Bond
3. Contractor shall coordinate all schedules and work hours with the Owner or the designated representative. Standard work hours shall apply to this project. Only one mobilizations is included to complete the entire scope of work
4. Once work commences, Contractor shall proceed diligently to final completion.
5. Payment Schedule shall be as follows with all invoices due upon receipt:
   A. Payment is to be made as follows: Total due upon completion but one billing may be made after 30 days of progress for work completed less 10%
6. This proposal, if accepted, shall become the agreement between the parties. There are no agreements either express or implied that extend beyond the face of this proposal.
7. Price is good for delivery of materials for 45 days from the date of this proposal.

***NOTE:**

1. Wet ISO will be replaced per inch of thickness at the cost of **$3.00 per square foot**
2. Deteriorated/damaged metal decking shall be replaced at the cost of **$14.00 per square foot**

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TOTAL VALUE OF ROOFING WORK AS OUTLINED ABOVE:

	$ 354,200.00
Tax 8.25%	$ N/A
Total:	**$ 354,200.00**

ACCEPTANCE

If accepted the district will need to simply issue a Purchase Order to Paragon Roofing, Inc. by email to Jonathans@paragonroofinginc.com using the districts normal procedure. Be sure to include "TIPS PURCHASE" somewhere on the purchase order AND e-mail a copy to TIPSPO@TIPS-USA.com.

Should you have any questions or concerns please contact our office at the number listed above or the TIPS Hotline at 866-839-8477.

ACCEPTED:

Company: _____

Printed Name: _____

Authorized Signature: _____

Title: _____

Date: _____

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paragonroofinginc.com

EXHIBIT C

Bonding Requirements

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

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

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

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

Form Revised August 2012

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.

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

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

City Council Meeting

Item Number: 8

Meeting Date: May 24, 2022

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION APPROVING A CONTRACT WITH RESTROOM FACILITIES, LTD., THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF A RESTROOM FACILITY AT THE SCHARBAUER SPORTS COMPLEX AUXILIARY FIELDS FOR A TOTAL COST OF $384,734.00; APPROVING $35,000.00 FOR CONTINGENCIES; AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT 4) (GENERAL SERVICES)

Purpose:

Resolution executing a contract with Restroom Facilities, Ltd through Buyboard contract 592-19 for the purchase and installation of a restroom facility at the Scharbauer Sports Complex at the Red and Yellow Auxiliary fields.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Scharbauer Sports Complex Fund Unappropriated Fund Balance and will be transferred and appropriated to a project in the Capital Projects Fund.

Discussion:

Staff recommends the purchase and installation of a restroom at the Scharbauer Sports Complex at the Red and Yellow Auxiliary fields. This purchase is available through Buyboard. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. Please refer to the

memo from Cristina Odenborg Burns, Community Services Director, for additional information.

Therefore, please consider a resolution executing a contract with Restroom Facilities, Ltd through Buyboard contract 592-19 for the purchase and installation of a restroom at the Scharbauer Sports Complex at the Red and Yellow Auxiliary fields for a cost of $384,734.00 plus $35,000.00 in contingencies for a total project cost of $419,734.00 for the Community Services Department.

Tina Daugherty
City Manager's Office

CITY OF MIDLAND

Community Services Department
Scharbauer Sports Complex Division
Interoffice Memorandum

Date: May 12, 20202
To: Morris Williams, Deputy City Manager
From: Cristina Burns, Community Services Director
Subject: Purchase and Installation of a modular restroom at Scharbauer Sports Complex Red/Yellow Auxiliary Fields

The Community Services Department recommends the BuyBoard purchase of a modular restroom facility to be installed at the Scharbauer Sports Complex at the red/yellow auxiliary fields. This facility will be used extensively by children and adults participating in sports such as football, soccer, and lacrosse.

City staff has worked with Restrooms Facilities Limited to design a practical and cost-effective building that will be similar in architectural details to the existing structures at the Sports Complex. The building will be block construction with brick veneer and a metal roof. The facility will meet the expanding needs at the fields and eliminate the need to open the restrooms inside Momentum Bank Ballpark.

BUYBOARD CONTRACT 592-19		
RFL BASE MODEL #W624ST (CUSTOM DESIGN)	**@**	**$329,837.00**
INSTALL	**@**	**$ 12,600.00**
TOTAL WITH BUYBOARD DISCOUNT	**@**	**$342,437.00**
FREIGHT AND CRANE	**@**	**$ 32,000.00**
PAYMENT AND PERFORMANCE BONDS	**@**	**$ 10,297.00**
TOTAL BUYBOARD W/ FREIGHT AND CRANE	**@**	**$384,734.00**

The completed building will be delivered to the location and set in place, then plumbing and electrical will be completed by the installation crew. The BuyBoard price includes all architectural / design, building engineering, construction of the building, inspections, freight, crane, installation, bonds and permits. Contingency funds in the amount of $35,000 are requested to allow the Parks Construction Crew to prepare a level base for the building and bring the utilities within 5 feet of the building location.

The staff anticipates that construction of the facility will be completed in December 2022 in order to be available to users in early 2023.

Staff recommends the BuyBoard purchase of the modular restroom building from Restrooms Facilities Limited in the amount of $384,734.00. With the additional $35,000 requested contingency funds, total project funding requested is $419,734.00

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT WITH RESTROOM FACILITIES, LTD., THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF A RESTROOM FACILITY AT THE SCHARBAUER SPORTS COMPLEX AUXILIARY FIELDS FOR A TOTAL COST OF $384,734.00; APPROVING $35,000.00 FOR CONTINGENCIES; AND APPROPRIATING FUNDS FOR SAID PROJECT

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

WHEREAS, Restroom Facilities, Ltd., has submitted a total proposed cost to the City of $384,734.00 for the purchase and installation of a restroom facility at the Scharbauer Sports Complex auxiliary fields through Buyboard; and

WHEREAS, the Council finds the price proposed by Restroom Facilities, Ltd., through Buyboard for the purchase and installation of said restroom facility to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to approve a contract with Restroom Facilities, Ltd., for the purchase and installation of a restroom facility at the Scharbauer Sports Complex auxiliary fields through Buyboard; and

WHEREAS, the City Council finds it to be in the public interest to approve $35,000.00 for contingencies;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Restroom Facilities, Ltd., for the purchase and installation of a restroom facility at the Scharbauer Sports Complex auxiliary fields, through Buyboard, for a total cost of $384,734.00. Said contract to be kept on file in the office of the City Secretary, referenced

by the date and number of this Resolution.

SECTION TWO. That the sum of $35,000.00 for contingencies is hereby approved.

SECTION THREE. That the sum of $419,734.00 is hereby appropriated from the Scharbauer Sports Complex Fund Unappropriated Fund Balance to a project established by the City of Midland Finance Department in the Capital Projects Fund.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay Restroom Facilities, Ltd., in accordance with the provisions of the above-referenced contract from funds available in project established by the City of Midland Finance Department upon receipt of proper invoices or statements approved by the City Manager.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

THE CITY OF MIDLAND

CONTRACT

Contract No.22003269

THIS CONTRACT, effective the 25 day of May, 2022, by and between the City of Midland, hereinafter referred to as "CITY", and Restroom Facilities LTD, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 384,734.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for purchase and installation of a modular restroom at Scharbauer Sports Complex Red/Yellow Auxiliary Fields 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..... Intentionally Omitted
EXHIBIT D..... Wage Scale

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 180 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 Sections 2271.002 and 2274.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Contract, Company hereby verifies:

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

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

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

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

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §
§
COUNTY OF_____ §

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

Restroom Facilities Ltd
A CorWorth Company

TURNKEY QUOTATION

PROJECT NAME: **SCHARBAUER R&Y AUX FIELDS RESTROOM / STORAGE BLDG**
OWNER: **THE CITY OF MIDLAND, TX**
DATE: **MAY 10, 2022**

Restroom Facilities Limited (RFL), the Nation's leading specialized restroom design/build firm since 1988, offers to furnish and install, per plans and specifications, subject to our attached Scope of Work, and the Standard Terms and Conditions of Sale, which become part of our offer to sell.

BUYBOARD CONTRACT 592-19

RFL BASE MODEL #W624ST (CUSTOM DESIGN)	**@**	**$ 329,837.00**
INSTALL	**@**	**$ 12,600.00**
TOTAL WITH BUYBOARD DISCOUNT	**@**	**$ 342,437.00**
FREIGHT AND CRANE	**@**	**$ 32,000.00**
PAYMENT AND PERFORMANCE BONDS	**@**	**$ 10,297.00**
TOTAL BUYBOARD W/ FREIGHT AND CRANE	**@**	**$ 384,734.00**

Note: You must itemize your purchasing document as shown in this quote.
Payment terms: 50% installment with order; 45% in progress billings during construction; and balance of 5% upon completion of delivery and installation, no retention. Payment of 95% must be received by RFL prior to scheduling of delivery and installation. Thank you for considering RFL as your restroom specialist for this project.

HOW WE WORK

Once plans have been approved and engineer stamped, the manufacturing process begins. Typically, the manufacturing time frame is approximately 90-120 days and begins with execution of sales order and receipt of approved submittals, color selections and progress payments. It is the responsibility of the Client to respond to color selections in 1-3 days, if this condition is not met it will delay the construction process and the Client may incur additional charges. In-plant inspection reports and certifications will be provided by an independent inspection agency.

1707 Colt Circle, Marble Falls, Texas 78654 • Phone: 512.222.5454 • www.restroomfacilities.com

The client must prepare the site in accordance with the “Scope of Work by Client” attached and coordinate any required on site inspections. Client is required to provide verification that the site is ready for delivery in accordance of Client’s scope of work.

Exclusions:

A. Sidewalks beyond building slab.
B. Site issues beyond the control of RFL.
C. Damage to existing improvements.
D. Protection of existing utilities, landscaping, and improvements.
E. If required per geotech report, footing, piers, and/or select fill labor and materials to be provided by others.
F. Excavation and backfill of trenches

CLIENT'S SCOPE OF WORK
TURNKEY INSTALLATION OF RESTROOM BUILDING WITH ATTACHED SLAB

1. SURVEY STAKES:

Provide ten foot offset stakes and locate front corners of building, existing utilities, and inverts within the area of construction. Locate and mark final slab elevation.

2. SUBGRADE PAD:

Detailed instructions to prepare the building site are as follows:

2.1. Excavate down ten inches below the finish floor elevation (the slab is eight inches thick on top of a two inch sand bed).
2.2. Import six inches of ¾ - road base rock, and pour for a footing and/or piers.
2.3. Compact to 95%, or to local code requirement. If RFL installer questions 95% compaction Client will be required to sign off on approval of setting of the building.
2.4. Compact one foot over in all directions (over build).
2.5. Supply approximately five cubic yards of clean sand, on side of site, for fine grading.
2.6. Excavate and backfill trenches up to and within building pad for RFL supplied underground utility service kits.
2.7. Provide water and inspection for RFL supplied underground sewer kit.
2.8. All irrigation should be turned off prior to delivery to allow the surrounding soils to dry and bear the weight of the truck and crane. Any damage to area after verification of path in is the responsibility of the Client.
2.9. Check corner locations against plans for proper sizing.
2.10. Verify finish floor elevation for concrete slab (shipped fully attached to the building.)
2.11. Excavate one foot perimeter footing if required by local code to specified depth.
2.12. Verify that pad is level and flat and at correct elevation.

3. SITE ACCESS AND STORAGE:

Provide suitable safe clear access to allow a crane (minimum 110 tons), and the building on a semi-trailer (up to 40 tons) to reach site (14' width, 70' length, and 14' in height). If path to site is over existing utilities, sidewalks, or other damageable areas, proper marking, plating or other appropriate protection must be provided by and paid for by CLIENT. CLIENT is responsible for removing any overhead obstructions (i.e. power lines, trees). CLIENT is responsible for scheduling and paying for the de-energizing of any power lines, if powerlines are not de-energized in a timely manner any additional truck and / or crane cost will be the responsibility of the Client. CLIENT is responsible for rerouting or blocking of traffic to ensure safe and clear access, or if required by local or State jurisdiction, to delivery site and will be responsible for associated costs. Upon agreed delivery schedule client will be responsible for additional crane and trucking charges if any delays are incurred due to weather, lack of inspections, lack of pad being prepared, or any other cause for delay.. This proposal provides for a 110 ton crane with access to within 25' of the building pad. The proposal is based on four (4) hours of crane time. If access is limited a larger crane may be required. All additional crane costs shall be borne by the CLIENT. A direct route to the project site is assumed. Should routes be altered due to road closures or restrictions, additional fees may apply.

4. UTILITIES:

Bring water, sewer, and power (if applicable) utilities into point of connection Christy boxes (supplied by RFL), within six feet of the building line at the location shown on our plan.

4.1. Water: RFL will furnish a water point of connection (isolation valve), from mechanical chase to a Christy box six feet from the building line. CLIENT must have a licensed plumber install and connect service to valve.

4.2. Sewer: RFL will furnish a sewer point of connection from mechanical chase to a Christy box six feet from the building line. CLIENT must have a licensed plumber install and connect service. Depth of sewer line (below finished floor elevation) will be approximately 30" at bottom of sewer line at a distance of 6' from building. It is the responsibility of the Client to meet up with RFL's supplied sewer line at this depth. Client will be responsible for hiring of licensed plumber to acquire appropriate plumbing permit, to install prefabricated underground plumbing kit into pre dug trench, and to make connections between underground stubups and internal building plumbing located in plumbing chase within the building. RFL installer will be on site to answer any questions or give direction as to proper installation of said plumbing kit as requested by licensed plumber or client.

4.3. Electrical: (when this option is chosen) RFL will furnish and install a PVC conduit and a Christy box to the point of connection six feet from the building line. CLIENT to pull the electrical service line through the conduit and connect to the

main panel lugs inside the building. All electrical inside the building will be furnished and installed by RFL, except as noted above in exclusions.

4.4. If the utilities are not available and connected to building when we depart the site, an additional charge will be billed to the CLIENT in the amount of 1,500 per day to send an installation crew back to site to flush out plumbing lines, pressurize building plumbing, test for leaks, test all other components of the building (plumbing, sewer, electrical), and conduct a final walk through of the building.

4.5. A minimum 1½" line with 50 gpm at 60 psi pressure minimum is required to ensure that water closets will operate as designed. If this is not available an auxiliary holding tank may be required.

5. SPECIAL CONDITIONS AND COSTS:

If specifications and / or local ordinances by owner and / or local jurisdiction require any testing, work by licensed plumbers, work by licensed electricians, or special inspections, costs, if any, shall be borne by CLIENT.

6. PERMITS AND FEES:

All building permits and fees shall be borne by CLIENT.

7. INSPECTIONS:

We require that all inspections be scheduled with adequate notice to ensure that the underground plumbing and electrical work is approved prior to placement of building. We require that final inspection and acceptance by owner and building officials be performed immediately following RFL's completion of installation. If any conditions exist in which RFL cannot conduct a final walkthrough (no utilities / partial utilities available during install, or other circumstances beyond our control) there will be an additional charge of 1,500 per day to send an RFL install crew or crew member back out to site at a later date to complete the installation. We also require final inspection and acceptance immediately following RFL's conclusion of any correction items.

8. SITE CLEANUP AND DEBRIS REMOVAL:

CLIENT shall provide an on-site trash bin for disposal of one pick up load of debris. All excess spoils shall be the responsibility of the CLIENT. All rough and final grading shall be by CLIENT.

9. VERIFICATION OF PREPARED PAD:

Client must verify elevation, compaction of pad as well as the pad being flat and level prior to delivery of building(s).

STANDARD TERMS AND CONDITIONS OF SALE

1. **LINKAGE:**
   These Terms and Conditions of Sale shall apply and form a part of the Company's Offer to Sell and supersede all other expressed or implied terms and be linked to our Agreement for work whether or not signed by the Purchaser.

2. **ACCEPTANCE:**
   Unless otherwise expressly stated herein, the Company's Offer supersedes all previous quotations and expires, unless accepted by purchaser, within ten (10) days from date of Offer. None of the Terms and Conditions contained in this quotation may be added to, modified, superseded or otherwise altered except by a written instrument signed by the President of the Company. Each shipment to buyer from the Company shall be deemed to be only under these Terms and Conditions of Sale, which shall become part of our Offer to Sell, notwithstanding any Terms and Conditions that may be contained in any purchase order or other form of the buyer, notwithstanding the shipment, acceptance of payment or similar act of the Company. All Purchase Orders when accepted by the Company at 1707 Colt Circle, Marble Falls, Texas 78654, will be in accordance with the Laws of the State of Texas. All orders are subject to review by the Company in accordance with the Company's Offer to Sell before final acceptance is authorized.

3. **PRICES:**
   Initial payment is due no later than 30 days from receipt of invoice. All subsequent progress payments are due no later than 30 days from receipt of invoice. If payment is not made by client in accordance with the Contract Terms, interest will be charged at the rate of 1-1/2% (one and one/half percent) per month until paid. If an order is accepted by the Company, and a delivery date is accepted by the Client, and delivery is delayed by the Client, payment of all but 5% is due upon completion at the Point of Manufacture. A 1-1/2% (one and one/half percent) per month added fee shall be due for each month the shipment is delayed. Client shall approve Phase 1 plans and have color selections chosen and back to RFL no later than 15 days of receiving Phase 1 plans for review and color selection. If Phase 1 plans are not approved and / or color selections are not submitted to RFL within 15 days Client will incur a 1.5% fee of total project amount per month commencing at the 16 day mark. Fee shall continue on a monthly basis until Phase 1 approvals and / or color selections are received by RFL. If, during the performance of this contract, the price of construction materials increases, through no fault of RFL, the price of the contracted building shall be equitably adjusted by an amount reasonably necessary to cover any such price increase. Such price increases to the client shall be documented through change orders or invoices. Where the delivery of contracted buildings is delayed, through no fault of RFL, as a result of material shortage, material unavailability, or shipping regulation changes, RFL shall not be liable for any additional costs or damages associated with such delays.

4. **TITLE AND LIEN RIGHTS:**
All Products remain the personal property of the Company, whether or not affixed to any other real property or structure, until the total amount of the contract including any change orders has been fully paid.

5. **LACHES:**
Failure of the Company to exercise any right or remedy under this contract shall not be deemed a waiver of such right, nor shall any lien or other right of the Company be lost or impaired by laches or in any manner or by any act or failure to act.

6. **LIMITATION OF LIABILITY:**
Under no circumstances, unless stated in our Offer to Sell or bid, shall the Company have any liability for liquidated damages, for collateral, consequential special damages, loss of profits, loss of production, delay in the progress of construction, whether resulting from delays in delivery, performance, breach of warranty, due to lack of timely performance in reviewing and approving shop drawings, completing site preparation or lack of payment in accordance with the terms set forth herein. The aggregate total liability of the Company under the contract, whether for breach of warranty or otherwise shall in no event exceed the contract price.

7. **DELIVERY:**
Except as may be otherwise specified in the attached Offer, delivery will be F.O.B. point of manufacture. Time of delivery is an estimate only. The Company shall in no event be liable for delays caused by fires, acts of God, strikes, labor difficulties, acts of Government or military, delays in transportation or procurement of materials or causes of any kind beyond the Company's immediate control. If building is ready for shipment and Customer delays said shipment, Company shall store the facility at the point of manufacturing and charge 1-1/2% (one and one/half percent) per month as a storage charge. If shipment arrives and site is not ready, Owner shall pay any off-site storage fees as applicable.

8. **WARRANTY:**
All structural elements produced by the company are warranted to the purchaser to be free from defects in material, workmanship and title. The Company will replace or repair, at its option, defects in workmanship or any part which is proven defective within five years from delivery. This warranty applies only where the Company has been notified in writing of the defect within the warranty period and where any equipment has been properly operated and maintained in accordance with the Company's instructions: the Company having no responsibility for abuse, neglect, minor leaks in plumbing, or improper storage. Company shall have no responsibility for improper grading of concrete or soil around the building that does not allow for proper drainage of water

away from the building. Example: improper drainage of water could cause cracking of brick, cultured stone, natural stone, cmu, hardie materials, or other types of exterior finishes, as well as swelling, rot, mold, or mildew of any type of lumber that has prolonged exposure to water. Typically the final grade must be sloped away from the foundation by 1/2 inch per foot over a minimum distance of 10 feet (site plans, civil engineer, or others can and may override the above recommendation, as it is a typical recommendation and site conditions vary). Keeping the proper slope allows water to drain away from the foundation. Should any issues arise where additional work must be performed RFL retains the right to perform this work at the earliest opportunity. Should it be necessary to have this work performed by others due to the nature of the work or a conflict in scheduling, RFL must be notified 48 hours in advance in writing and given the opportunity to perform said work. Should it be necessary to have this work performed by others a written estimate must be approved by RFL in advance of any work being undertaken. The Company assigns any and all warranties for fixtures, appliances, and other equipment manufactured by others to said other manufacturer. Due to its nature, concrete is prone to settling and cracking. Minor cracking in the concrete is normal and is not the responsibility of RFL. Checking, warping, twisting, or splits in timbers are natural occurrences and are not the responsibility of RFL. We use high quality 304 stainless steel in our products and under certain conditions and/or improper maintenance stainless steel may rust. Minor rust spots or discoloration are not the responsibility of RFL. The foregoing shall constitute the said liability of the Company and the sole remedy to the purchaser. Company's warranties as set forth in this paragraph are exclusive and are in lieu of, and purchaser hereby waives all other warranties, expressed or implied, including without limitation, any implied warranties or merchantability and fitness. This warranty shall be void if payment in full for the project is not received by the Company in accordance with these Terms and Conditions of Sale.

9. **CREDIT:**
(Deposit and Progress Payments)

10. **MUNICIPAL AND FEDERAL GOVERNMENT AGENCIES:**
Orders may require deposits or progress payments. If buyer's financial situation justifies such action, the Company may at its election require payment in advance or cancel the order as to any unshipped item and require payment of its reasonable cancellation charges. If the buyer delays completion of manufacture or a delay in shipment, the Company shall require payment according to the percentage of completion. In the event of the default of the buyer, the Company is entitled to the full amount due including reasonable attorneys fees, costs, storage, expenses of physical recovery, and interest at 1-1/2% (one and one/half percent) per month.

11. **CLIENTS AND NON-GOVERNMENT AGENCIES:**
Orders may require deposits or advance payment as well as progress payments subject to the buyer's creditworthiness in accordance with the Company's applicable credit

policies. Breach of any payment terms shall accelerate full payment which shall be due the balance of the contract amount including change orders.

Restroom Facilities Limited

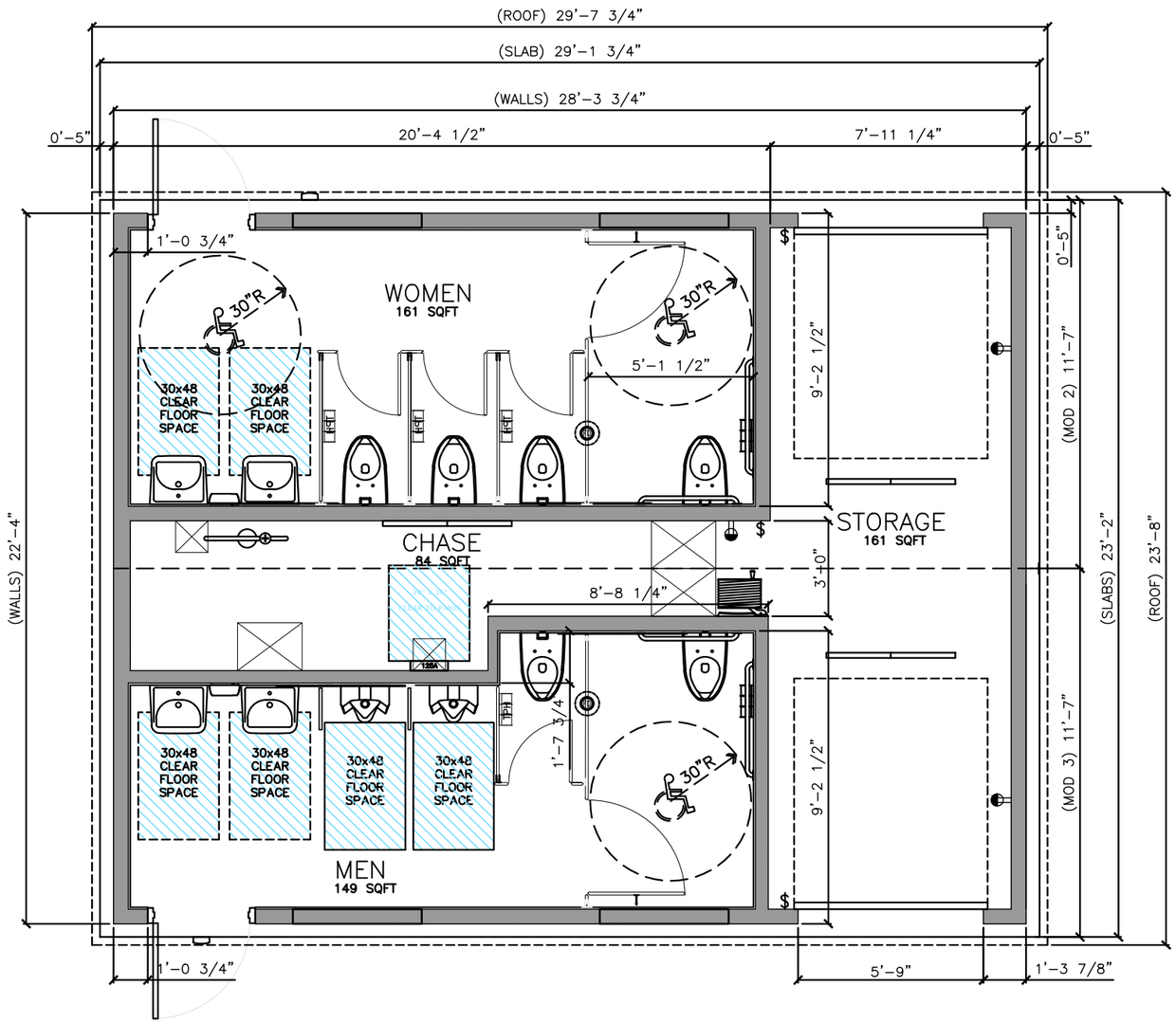
_____ _____

John Putman, President Date

Client Name

_____ _____

Name and Title Date



FLOOR PLAN 632 SQFT

675 SQFT SLAB

RFL Restroom Facilities Limited

1707 COLT CIRCLE
MARBLE FALLS, TX 78654
512-222-5454

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RFL MODEL #: W624ST

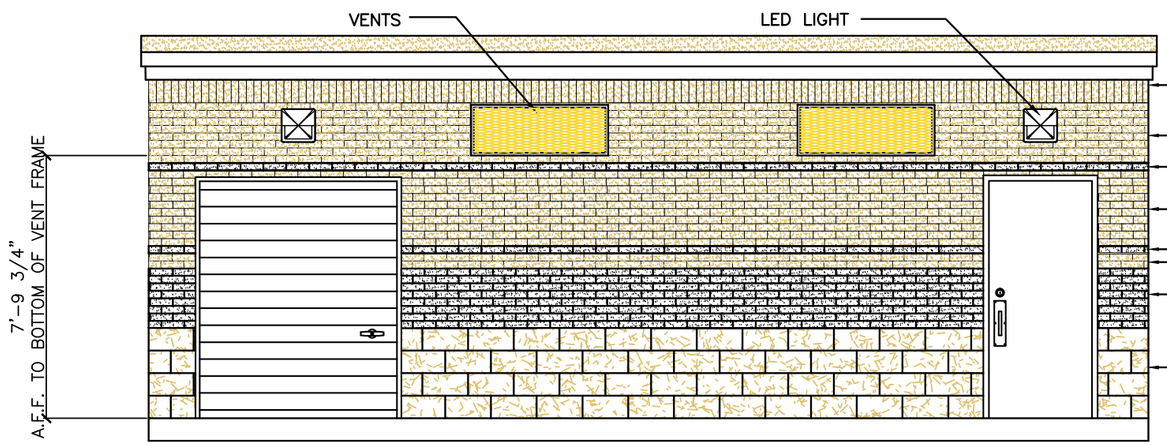
PROJECT: SCHARBAUR SPORTS COMPLEX 2

DRAWN BY:	RS
DATE:	05/05/2022
DATE:	
REVISION:	
DATE:	
REVISION:	
DATE:	
REVISION:	
DATE:	
REVISION:	

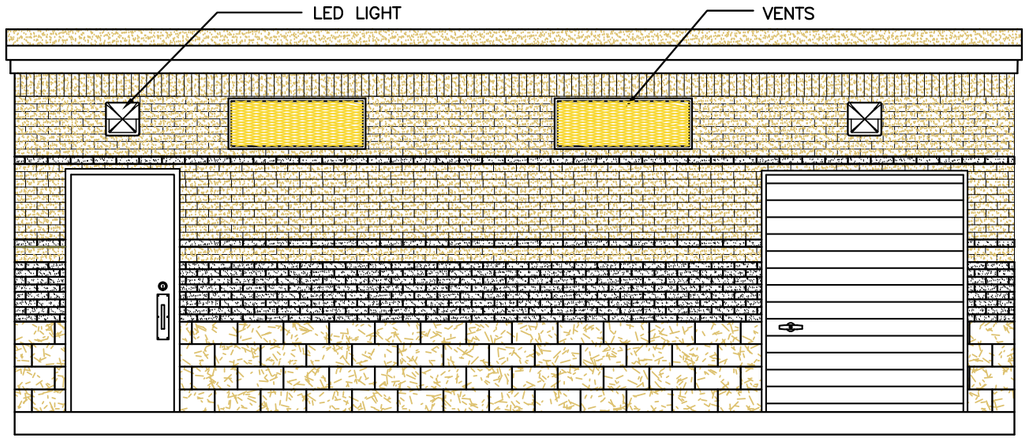
SHEET DESCRIPTION: FLOOR PLAN

SHEET A1

COLOR #1: ACME, GOLDEN SUNSET – VELOUR
COLOR #2: ACME, ALCON RED SUNSET – VELOUR
COLOR #3: SPLIT FACE CMU, TEXAS SHELL



REAR ELEVATION



FRONT ELEVATION

RFL Restroom Facilities Limited
1707 COLT CIRCLE
MARBLE FALLS, TX 78654
512-222-5454

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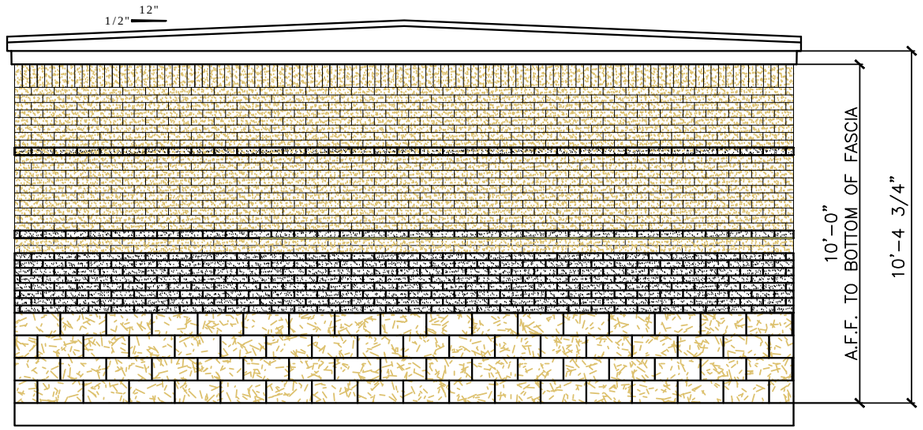
RFL MODEL #: W624ST
PROJECT: SCHARBAUR SPORTS COMPLEX 2

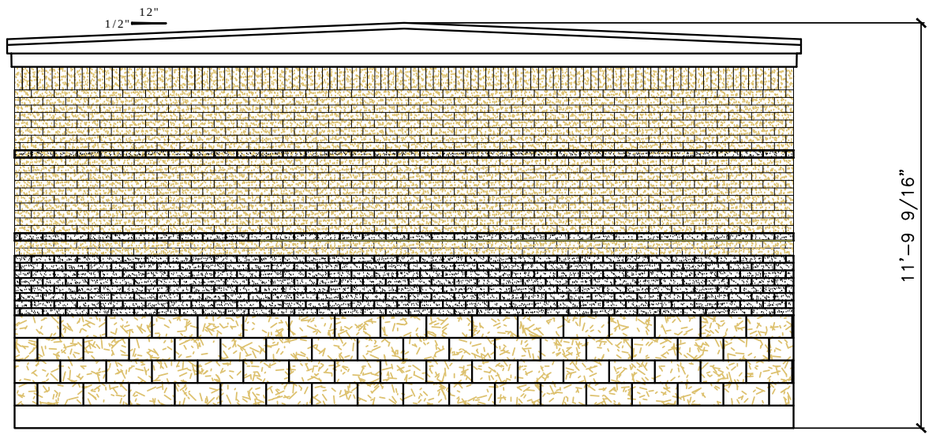
DRAWN BY: RS
DATE: 05/05/2022
DATE:
REVISION:
DATE:
REVISION:
DATE:
REVISION:
DATE:
REVISION:

SHEET DESCRIPTION: ELEVATIONS

SHEET
A2



RIGHT SIDE ELEVATION



LEFT SIDE ELEVATION

RFL Restroom Facilities Limited

1707 COLT CIRCLE
MARBLE FALLS, TX 78654
512-222-5454

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RFL MODEL #: W624ST
PROJECT: SCHARBAUR SPORTS COMPLEX 2

DRAWN BY: RS
DATE: 05/05/2022
DATE:
REVISION:
DATE:
REVISION:
DATE:
REVISION:
DATE:
REVISION:

SHEET DESCRIPTION: ELEVATIONS

SHEET
A3

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.

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

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

City Council Meeting

Item Number: 9

Meeting Date: May 24, 2022

To: City Council / City Manager

From: Justine Ruff, Director

Subject: **RESOLUTION AUTHORIZING THE SOLE-SOURCE PURCHASE OF AN AVIAN AVERTING SYSTEM FOR THE DEPARTMENT OF AIRPORTS FROM AVIAN FLYAWAY INC. FOR A TOTAL COST OF $149,990.00 (DISTRICT 4) (AIRPORTS)**

Purpose:

Resolution authorizing the sole-source purchase of an Avian Averting System at Midland International Air & Space Port, in the amount of $149,990.00, from Avian Flyaway Inc. of Rockwall, Texas, and appropriating necessary funds.

Recommended City Council Action:

Approve

Fiscal Impact:
The cost of the attached bid is $149,990.00. Funding is available in the Airport Operating Fund and is eligible for CARES reimbursement.

Discussion:
The Department of Airports has an on-going issue with pigeons on the east side (aircraft ramp side) of the Terminal Building. Multiple unsuccessful attempts have been made to relocate the birds via bird spikes and bird spray. A permanent solution is necessary. The Avian Averting System Electric Barrier has proven to be effective, safe, and humane. The system is a combination of pin and wire with the extra deterrent of electricity to eliminate bird problems in all situations. This form of behavior modification is the most reliable avian deterring method and is also considered one of the safest and humane for bird species because the mild pulsation is proven harmless.

Tina Daug

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE SOLE-SOURCE PURCHASE OF AN AVIAN AVERTING SYSTEM FOR THE DEPARTMENT OF AIRPORTS FROM AVIAN FLYAWAY INC. FOR A TOTAL COST OF $149,990.00

WHEREAS, the City of Midland's Department of Airports is combating an on-going issue with the presence of pigeons at the Midland International Air & Space Port Terminal Building; and

WHEREAS, Avian Flyaway Inc. is the sole-source provider of the Avian Flyaway System, which uses a combination of pin/wire and mild electricity to deter avian animals from grouping on structures where the system is installed; and

WHEREAS, Avian Flyaway Inc. has agreed to provide the City with the Avian Flyaway System at a total cost of $149,990.00; and

WHEREAS, the Avian Flyaway System is only available from Avian Flyaway Inc.; and

WHEREAS, the City Council finds the price proposed for said Avian Flyaway System to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to authorize the purchase of said Avian Flyaway System from Avian Flyaway Inc.;

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

SECTION ONE. That the City Manager, or his designee, is hereby authorized and directed to purchase the Avian Flyaway System from Avian Flyaway Inc. for the Department Airports for a total cost of $149,990.00.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Avian Flyaway Inc. $149,990.00 from funds available in the Airport Operating Fund upon receipt of proper invoices or statements approved by the City Manager or his designee.

On motion of Council member _____, seconded by Council member

_____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 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:

_____
Justine Ruff, Director of Airports

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

AVIAN
FLYAWAY, INC.
BIRD RELOCATION SYSTEMS

510 Turtle Cove Blvd, Suite 109
Rockwall, TX 75087
972-771-6679 or 1-800-888-0165

April 7, 2022

Chris Welch
Midland International Airport and Space Port
9506 La Force Blvd.
Midland, TX 79706
432-661-6265
Cwelch@midlandtexas.gov

Mr. Welch,

Thank you for allowing Avian Flyaway, Inc. (AFI) to provide you a quote to solve the bird problems for the Midland Airport. Avian Flyaway offers an effective and humane method of relocating birds from specific areas. The resulting health and aesthetic benefits are significant.

This proposal presents a solution to your bird infestation problem which will rid the treated areas of birds in a humane manner, prevent further nesting and roosting, and over time, will prove to be the most cost effective.

I trust this proposal contains the information necessar for you to make an informed decision regarding how best to solve your bird problem. If you have any questions, please do not hesitate to call me.

Sincerely,

Lloyd Rutschman
General Manager
Avian Flyaway, Inc.

SCOPE OF WORK

Method of Control: Avian Flyaway, Inc. can eliminate the nesting and roosting of pest birds on surfaces treated with the Avian Flyaway electric barrier system.

- **Install 2 rows of the Avian Flyaway electric barrier system on all 6 ledges on the West front side, from the end of building to the North wall. This is the area where the pigeons congregate in the morning. System will be carried around the corner on the top ledge to include that small area. Also, the two windows that are visible from the seating area inside the terminal on Level 2 will have system on the outside ledge.**
- **On the NE Airside, existing spikes will be removed and two rows of the electric barrier system will be installed on the 3 ledges from the North end (Gate 1) to where the curved part of the building meets this wall.**
- **On the SE Airside, existing spikes will be removed and two rows of the electric barrier system will be installed on the 3 ledges from the South end (Gate 5) to where the curved part of the building meets this wall.**
- **Both covered entrances on the East Airside will be treated with electric barrier.**
- **No jet bridges will be treated at this time.**
- **Installation of the electric barrier will be by drilling a small hole for a #10-12x1" blue conical plastic anchor that the insulator is screwed in to.**
- **110-volt electrical outlets to be provided by Midland International Airport and will be required for electric barrier system to work.**
- **Access by man lift, scissor lift, and ladder.**
- **All contracts are performance based.**

The nature of the resident birds is to primarily stay and nest year after year within 150 yards of their preferred areas. That is why your structures present an ongoing and growing problem. In addition, that is why behavior modification with mild and humane electric barrier is the most effective method of bird control.

Our proposal and price quotations are based on the ability of AFI to access the areas to be treated during specified working hours. The proposal is predicated on the ability to access and work consecutive days (including weekends) once the work has commenced.

AFI will require at least 21 days prior notice in order to schedule the actual work site.

COST AND WARRANTY

A. Cost:

Screw down installation of the Avian Flyaway system	**$149,990.00**

B. Warranty:

- All parts and service are guaranteed for one (1) year. The Avian Flyaway system covered parts carry a replacement warranty for 12 years.
- Guarantee that pest birds will not nest or roost on treated areas with electric barrier.

- Guarantee for second year and beyond is available with purchase of a renewable maintenance contract where supplier, at not charge, will do all additional treatment to ensure no nesting or roosting on treated areas.

Indemnity and Hold Harmless. Owner agrees to indemnify and hold Avian Flyaway, Inc. harmless from and against all damages, claims, liabilities, costs, and expenses (including reasonable legal fees) directly or indirectly incurred by Owner arising out of or in any way related to the performance of the work described in this Proposal, except to the extent arising out of the negligent acts, omissions or willful misconduct of Avian Flyaway, Inc. or its employees, agents or representatives. This **Indemnity and Hold Harmless** agreement shall continue notwithstanding the termination of this Agreement with respect to any act or occurrence for the applicable statute of limitations period.

To signify your approval of terms stated in this contract, please sign and return.

Avian Flyaway, Inc.

April 7, 2022

Chris Welch
Midland International Airport

Date: _____

AFI guarantees our work to eliminate the nesting and roosting of pest birds on surfaces treated with electric barrier and behind areas treated with exclusion barriers. All parts and service are warranted for one year from the date of installation. Warranty will not include damage to the system by other contractors, untreated areas directly above systems, problems caused by building maintenance and power, criminal mischief or vandalism.

AVIAN
FLYAWAY, INC.
BIRD RELOCATION SYSTEMS

510 Turtle Cove Blvd, Suite 109
Rockwall, TX 75087
972-771-6679 or 1-800-888-0165

April 7, 2022

Chris Welch
Midland International Airport and Space Port
9506 La Force Blvd.
Midland, TX 79706

Mr. Welch,

Avian Flyaway, Inc. eliminates the nesting and roosting of pigeons and other pest birds. Our proprietary, turnkey, one a kind electric barrier system is manufactured solely for our use and to our specifications. Our system is not sold in the marketplace and is only installed by our company trained and OSHA certified installers. No other company or firm sells or distributes our product.

We look forward to helping you with your bird problem at the airport. Should you have any questions, please feel free to contact me at one of the numbers above.

Thank you,

Lloyd Rutschman
General Manager
Avian Flyaway, Inc.

City Council Meeting

Item Number: 10

Meeting Date: May 24, 2022

To: City Council / City Manager

From: Tina Jauz, Assistant City Manager

Subject: MOTION APPROVING A SECOND AMENDMENT TO THAT CERTAIN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND KEPLER AEROSPACE, LTD (DISTRICT 4) (CITY MANAGER)

Purpose:

The Board of Directors of the Midland Development Corporation approved at their regular meeting on May 3, 2021, a resolution authorizing an amendment to the economic development agreement between the Midland Development Corporation and Kepler Aerospace, Ltd.

Recommended City Council Action:

Approve

Fiscal Impact:

None

Discussion:

This resolution serves to extend all dates in the economic development agreement by one year, as Kepler works to bring aircraft purchased overseas to Midland after delays caused by the pandemic. The MDC provides lease abatement to Kepler at the MDC's facility at the Spaceport Business Park as Kepler meets and maintains payroll and capital investment benchmarks.

Morris Williams Jr.

City Manager's Office

SECOND AMENDMENT TO THE ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN
THE MIDLAND DEVELOPMENT CORPORATION
AND
KEPLER AEROSPACE, LTD.

THIS SECOND AMENDMENT is made and effective May 25, 2022, by and between the Midland Development Corporation ("*MDC*" or "*Landlord*"), a Type A corporation existing under the authority of Chapter 504 of the Texas Local Government Code, and Kepler Aerospace, Ltd., a Delaware corporation licensed to do business in the state of Texas ("*Company*").

WHEREAS, MDC and Company entered into that certain Economic Development Agreement dated January 29, 2020 (the "*Agreement*"), which was approved by the Midland Development Corporation Board of Directors and the Midland City Council; and

WHEREAS, MDC and Company executed an amendment to the Agreement, effective as of May 26, 2021 (the "*First Amendment*"), which was approved by the Midland Development Corporation Board of Directors and the Midland City Council; and

WHEREAS, the Agreement, inclusive of the First Amendment, has been in full force and effect since its effective date and has not been allowed to lapse; and

WHEREAS, Company and MDC desire to make certain amendments to the Agreement as set forth below;

W I T N E S S E T H:

For and in consideration of the execution of this Second Amendment and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

1) Section III.A of the Agreement is hereby deleted in its entirety and replaced with the following:

A. **Personal Property and Inventory Investment Obligation.** Company or its Affiliates shall invest in and maintain cumulative Personal Property and quarter-end Inventory balances (collectively referred to herein as the "*Personal Property and Inventory*") at the Property in accordance with the following schedule and as of the following measurement dates:

1. Personal Property and Inventory of $40,000,000.00 as of January 1, 2023.

2. Personal Property and Inventory of $80,000,000.00 as of January 1, 2024.

3. Personal Property and Inventory of $120,000,000.00 as of January 1, 2025.

BN

The Personal Property and Inventory at the Property shall be evidenced by tax statements issued by the Midland Central Appraisal District, which shall be provided to MDC no later than October 1 of each year during the term of this Agreement. The value of the Personal Property and Inventory shall be determined in accordance with the tax statements issued by the Midland Central Appraisal District. Company shall maintain its investment in the Personal Property and Inventory for the duration of the term of this Agreement.

2) Section III.B of the Agreement is hereby deleted in its entirety and replaced with the following:

B. **Full-Time Jobs and Payroll Obligations.** Company shall create and maintain new Full-Time Jobs and Annual Payroll in accordance with the following schedule:

1. Twelve (12) Full-Time Jobs with an Annual Payroll of $1,010,000.00 as of January 1, 2022.

2. Twenty-One (21) Full-Time Jobs with an Annual Payroll of $1,850,000.00 as of January 1, 2024.

3. Twenty-Eight (28) Full-Time Jobs with an Annual Payroll of $2,430,000.00 as of January 1, 2025.

Company shall maintain said Full-Time Jobs and Payroll for the duration of the term of this Agreement.

3) Section III.E of the Agreement is hereby deleted in its entirety and replaced with the following:

E. **Company's Earned Rental Option.** If by January 1, 2025, Company certifies to MDC, in accordance with Section IX.B below, that Company has invested at least (i) $150,000,000.00 in Personal Property and Inventory or other tangible assets at the Property and (ii) created and maintained Forty (40) new Full-Time Jobs at the Property, then Company shall be entitled to an additional Three (3) years' worth of rent abatement (the "*Rental Option*"), as provided for in the Sublease described herein. The Rental Option and Company's exercise thereof shall be subject to the terms and conditions of this Agreement and the Sublease.

4) Article VII of the Agreement is hereby deleted in its entirety and replaced with the following:

EXECUTED by the duly authorized officials as of the day and year first above written.

MIDLAND
DEVELOPMENT CORPORATION

Stephen Lowery, Chairman

ATTEST:

Jill Pennington, Secretary

VII.
Term

Upon execution by all of the parties, this Agreement becomes effective on the Effective Date and shall terminate on January 31, 2025, or when terminated by mutual agreement of the parties, or when terminated as set forth in Section X.E. Notwithstanding any contrary provision contained herein, in the event that Company exercises the Rental Option in accordance with Section III.E, the Agreement shall terminate upon the conclusion of the second three (3) year term during which Company's rent is abated.

5) The Agreement, inclusive of this Second Amendment, is hereby ratified and affirmed by Company and MDC, and the Agreement shall in all respects remain in full force and effect in accordance with its provisions and as amended above.

[Signature Pages Follow]

KEPLER AEROSPACE, LTD

Brent Nelson, Director and Founder

THE STATE OF Texas §
§
COUNTY OF Ector §

BEFORE ME, Brent Nelson, a notary public, on this day personally appeared Brent Nelson, Director and Founder of Kepler Aerospace, Ltd., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said Company for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 13 day of April, A.D., 2022.

ROBERT L NAVARRETTE
Notary Public, State of Texas
Comm. Expires 04-10-2023
Notary ID 13014177-3

Notary Public, in and for
the State of Texas

City Council Meeting

Item Number: 11

Meeting Date: May 24, 2022

To: City Council / City Manager

From: Ron Jenkins, Oil and Gas Coordinator

Subject: **RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC ("OPERATOR") TO DRILL TWO OIL AND GAS WELLS LOCATED IN SECTION 12, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 320 FEET AND 350 FEET EAST OF SOUTH LAMESA ROAD AND 183 FEET SOUTH OF INTERSTATE 20) (DISTRICT 2) (DEVELOPMENT SERVICES)**

Purpose:

Resolution approving the issuance of permit to Permian Deep Rock Oil Co., LLC for the drilling of the following oil and gas wells: Rebel #H120WB and Rebel #H125WA; said wells being generally located between 320 feet and 350 feet east of South Lamesa Road and 183 feet south of I-20. The required 30-day public comment has passed, and the Council may consider this request. No notices of objection received.

Recommended City Council Action:

Approve

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The Oil and Gas Advisory Committee has reviewed the well sites in detail and recommends approval with updated exhibits. A 16 ft. tall and 160 ft. long sound wall will be used during drilling and completion operations being located on the North perimeter of location. The tank battery will be in the county. The operator has a surface agreement with the surface owner.

Receiving support of the Oil & Gas Advisory Committee, Permian Deep Rock Oil is requesting the following variances:

(1) Permian Deep Rock Oil Company requests to allow for twenty-four-hour fracing operations.
(2) Permian Deep Rock Oil Company requests variance for fence of the drill pad instead of individual well
(3) Permian Deep Rock Oil Company requests a variance to the requirement of landscaping and irrigation due to no city water is available.

Attachments: Applications; Location maps; Exhibit - Drill site maps, Exhibit – Flow Line Location.

Morris Williams Jr.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC ("OPERATOR") TO DRILL TWO OIL AND GAS WELLS LOCATED IN SECTION 12, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 320 FEET AND 350 FEET EAST OF SOUTH LAMESA ROAD AND 183 FEET SOUTH OF INTERSTATE 20)

WHEREAS, on December 8, 2009, the City Council of the City of Midland duly approved Ordinance No. 8769 which amended Title VI, "Police Regulations," Chapter 1, "General Offenses," of the City Code of Midland, Texas, so as to establish Section 23, "Oil and Gas Well Permits issued on or after January 1, 2010," which governs the granting or rejecting of Oil and Gas Well Permits; and

WHEREAS, the purpose of said section is to establish reasonable and uniform limitations, safeguards, and regulations for present and future operations related to the exploring, drilling, developing, producing, transporting and storing of oil or gas or other substances produced in association with oil and gas within the City of Midland to protect the health, safety, and general welfare of the public and the orderly development of the City of Midland; abate or prevent potential public nuisances; minimize the potential adverse impact to surface and mineral owners, protect the quality of the environment and encourage the orderly production of available mineral resources; and

WHEREAS, Section 6-1-23(C) of the City Code of Midland, Texas, makes it an offense to knowingly drill or participate in the drilling of any well or to re-enter any well within the corporate limits of the City of Midland without a permit having first been issued by the authority of the City Council; and

WHEREAS, Operator has submitted applications to the City of Midland to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, notice of the public hearing on this matter was provided in accordance with Section 6-1-23(H)(1) and a public hearing was held on April 12, 2022; and

WHEREAS, subsequent to said public hearing, and in accordance with Section 6-1-23(H)(1), the City Council allowed the public and Operator thirty (30) days to submit written input to the City Manager regarding Operator's applications to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, the City Council has considered those issues set forth in Section 6-1-23(I) in determining whether to grant or deny permits to Operator to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, the City Council finds it to be in the public interest to approve the issuance of permits to Operator to drill oil and gas wells on the property described in Section Two hereof;

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

SECTION ONE. That the above recitals are hereby adopted and approved by the City Council of the City of Midland.

SECTION TWO. That the Mayor is hereby authorized and directed to execute permits, on behalf of the City of Midland, that will allow Operator to drill the following oil and gas wells:

Rebel #H120WB and Rebel #H125WA;

located in Section 12, Block 39, T-2-S, T&P RR Co. Survey, City of Midland, Midland County, Texas. Said permits shall be in forms substantially similar to those attached hereto as Exhibits "A" and "B" and incorporated herein for all legal purposes.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on May 24, 2022, considered the application of Permian Deep Rock Oil Co., LLC ("Operator") dated February 2, 2022, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Rebel #H120WB oil and gas well shall be 183 feet from the north line and 350 feet from the west line, Section 12, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from May 24, 2022 through May 24, 2023, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

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

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Twenty-four hour hydraulic fracturing operations and use of a workover rig during the completion process directly following the fracing operations.

2. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.

3. No landscaping or irrigation is required because City water is not available.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of May 2022.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of May 2022.

Permian Deep Rock Oil Co., LLC

By: _____

Kyle M. Hammond

General Manager

EXHIBIT "B"

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on May 24, 2022, considered the application of Permian Deep Rock Oil Co., LLC ("Operator") dated February 2, 2022, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Rebel #H125WA oil and gas well shall be 183 feet from the north line and 320 feet from the west line, Section 12, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from May 24, 2022 through May 24, 2023, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

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

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Twenty-four hour hydraulic fracturing operations and use of a workover rig during the completion process directly following the fracing operations.

2. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.

3. No landscaping or irrigation is required because City water is not available.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of May 2022.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of May 2022.

Permian Deep Rock Oil Co., LLC

By: _____

Kyle M. Hammond

General Manager

OIL AND GAS WELL PERMIT

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This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Rebel #H120WB oil and gas well shall be 183 feet from the north line and 350 feet from the west line, Section 12, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

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permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

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

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Twenty-four hour hydraulic fracturing operations and use of a workover rig during the completion process directly following the fracing operations.

2. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.

3. No landscaping or irrigation is required because City water is not available.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of May 2022.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of May 2022.

Permian Deep Rock Oil Co., LLC

By: _____

Kyle M. Hammond

General Manager

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on May 24, 2022, considered the application of Permian Deep Rock Oil Co., LLC ("Operator") dated February 2, 2022, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Rebel #H125WA oil and gas well shall be 183 feet from the north line and 320 feet from the west line, Section 12, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from May 24, 2022 through May 24, 2023, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

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

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Twenty-four hour hydraulic fracturing operations and use of a workover rig during the completion process directly following the fracing operations.

2. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.

3. No landscaping or irrigation is required because City water is not available.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of May 2022.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of May 2022.

Permian Deep Rock Oil Co., LLC

By: _____

Kyle M. Hammond

General Manager

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
02/01/2022	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Kyle M. Hammond	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
Fee: $4,000.00 Rec'd Yes ✓ No ___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):*** See Exhibit "A"

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

See Exhibit "A"

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** See Exhibit "B"

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1.

2.

3.

ATTACHED AS EXHIBIT C **is** List of subdivisions within Rebel Unit

See Exhibit "C"

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):
Pastures, service company yards

See Exhibit "D"

ATTACHED AS EXHIBIT D **is** ,
Current Tax Roll from Midland Central Appraisal District), **which lists**
the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].

***ATTACHED AS EXHIBIT E* is a *(map/p lat/satellite/aerial photo)* depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The *(map/p lat/satellite/aerial photo)* includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

***ATTACHED AS EXHIBIT F* is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Rebel #H120WB

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 183' FNL & 350' FWL, Section 12
Block 39, T-2-S, T&PRR Co. Survey, Midland County, Texas

***ATTACHED AS EXHIBIT G* is the Location Site Plan [See § J(9)].**

***ATTACHED AS EXHIBIT H* is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

***ATTACHED AS EXHIBIT I* is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments *(also file copy of W-1 with City Secretary before commencement of drilling operations).* [See § J(16) and (20)].**

***ATTACHED AS EXHIBIT J* is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

***ATTACHED AS EXHIBIT K (if applicable)* is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

***ATTACHED AS EXHIBIT L* is the Fencing and Irrigation Plan. [See § J(30)].**

***ATTACHED AS EXHIBIT M*: No city roads will be used**

***ATTACHED AS EXHIBIT N* is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: None

(2) Operations: Oncor

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

See Exhibit "O"

V. Additional Required Exhibits

***ATTACHED AS EXHIBIT P* is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].**

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***ATTACHED AS EXHIBIT S (if applicable)* is the Drainage Plan relating to Applicant's proposed operations. [See § J(21)].**

***ATTACHED AS EXHIBIT T* is Applicant's Emergency Action Response Plan. [See § J(22)].**

***ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

ATTACHED AS EXHIBIT V: Applicants variances

Permian Deep Rock Oil Company
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

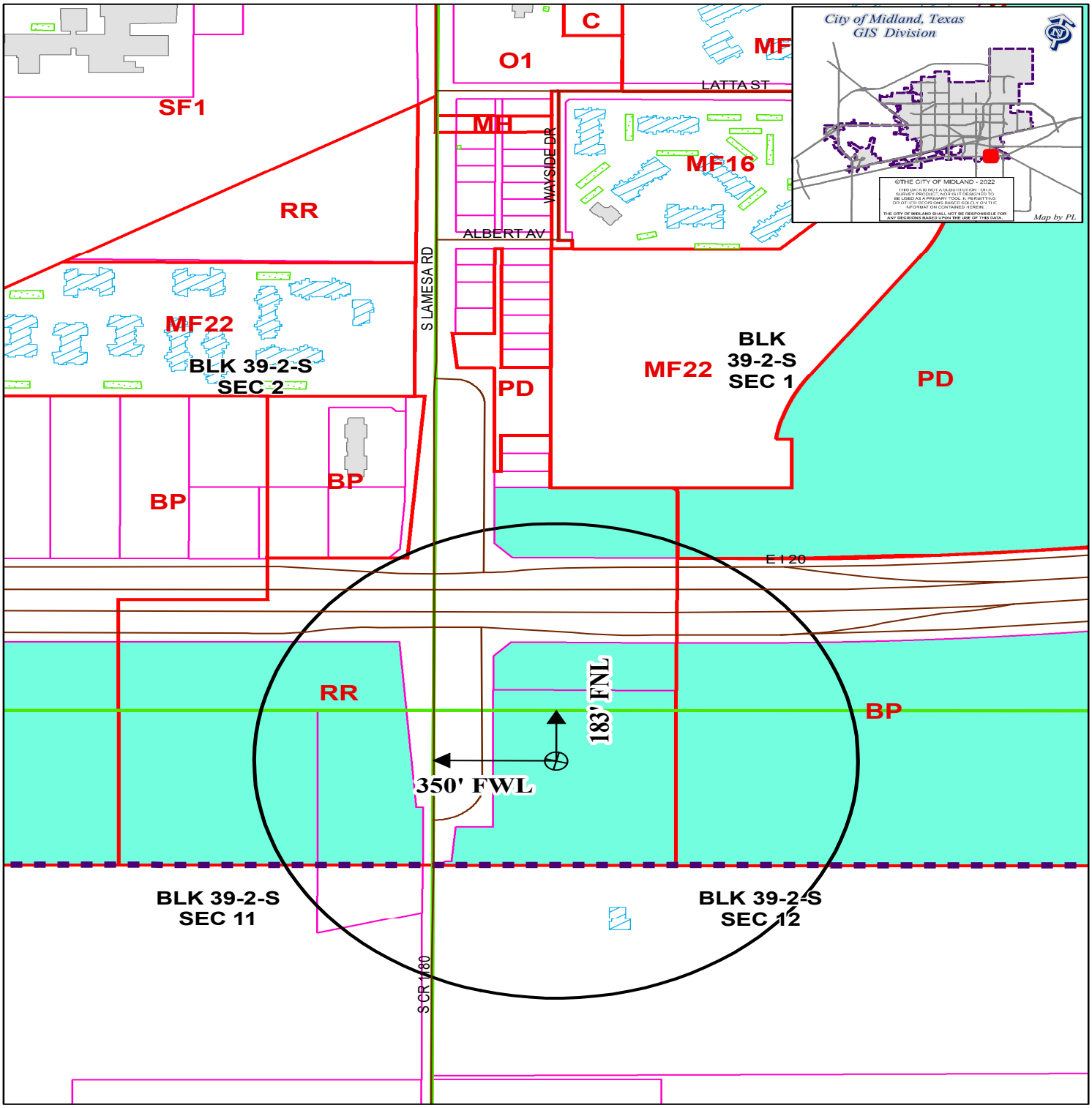
County of Midland)

Kyle Hammond , personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Estella Pena
Notary Public, State of Texas

[S E A L]

ESTELLA PENA
Notary Public, State of Texas
My Commission Expires
August 03, 2025
NOTARY ID 13123361-8



LOCATION AND ZONING MAP

Oil - 041508 - 2022 **Scale: 1" = 400'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 183' FNL and 350' FWL, Section 12, Block 39, T-2-S, T&P RR CO Survey, Midland County, Texas.

Generally located 350 feet east of South Lamesa Road and 183 feet south of I-20.

Rebel #H120WB

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

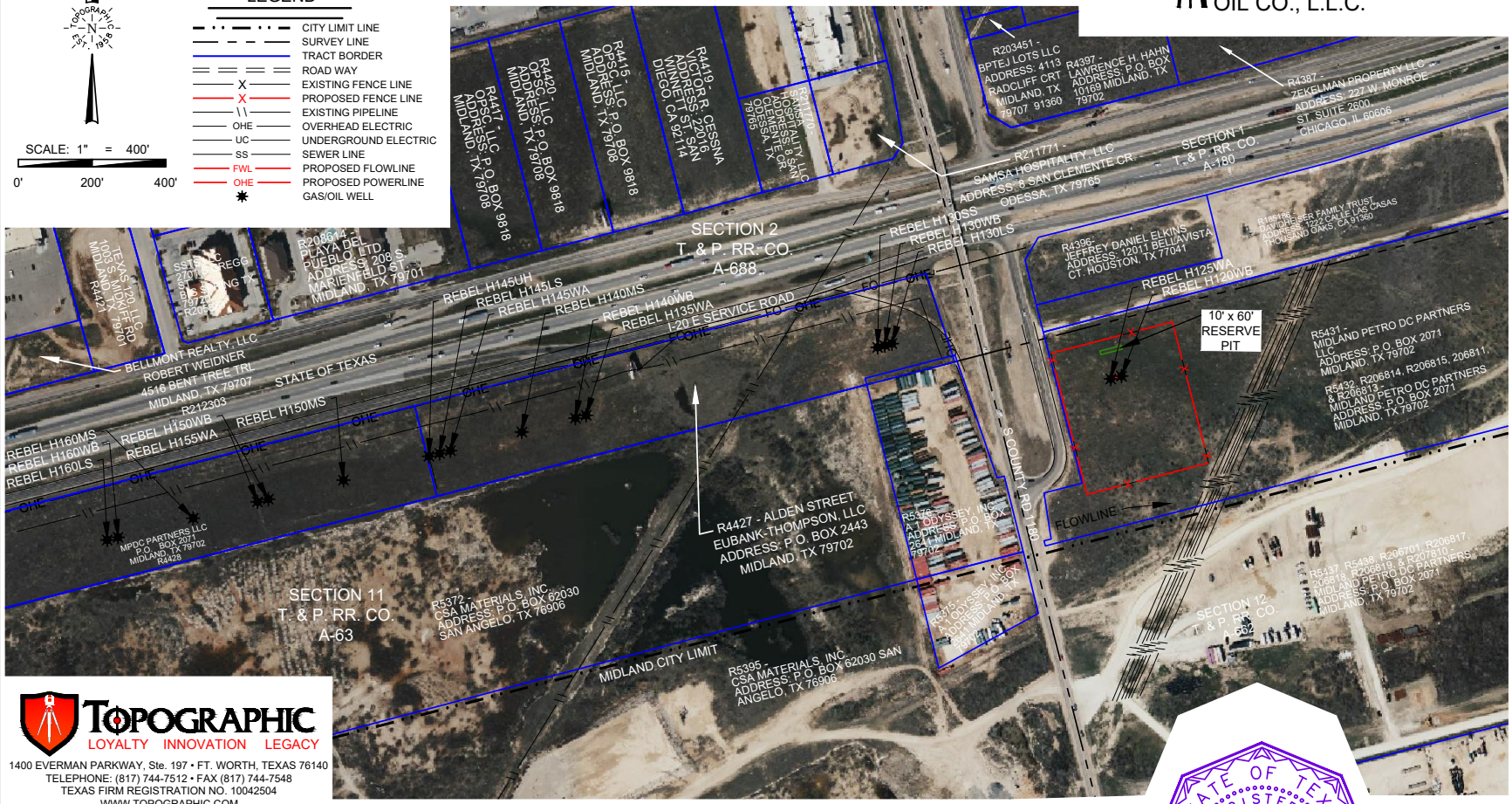
ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOW RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

EXHIBIT "G"

SECTION 12, BLOCK 39, T2S, T. & P. RR. CO. SURVEY, A-662
MIDLAND COUNTY, TEXAS

PERMIAN DEEP ROCK OIL CO., L.L.C.



TOPOGRAPHIC
LOYALTY INNOVATION LEGACY
1400 EVERMAN PARKWAY, Ste. 197 • FT. WORTH, TEXAS 76140
TELEPHONE: (817) 744-7512 • FAX (817) 744-7548
TEXAS FIRM REGISTRATION NO. 10042504
WWW.TOPOGRAPHIC.COM

REBEL UNIT CITY PERMIT	REVISION: INT	DATE
	DRH	01/04/2022
DATE: 12/22/2021		
FILE: SK_REBEL_UNIT_PERMIT_E_PAD_REV1		
DRAWN BY: DRH		
SHEET : 3 OF 8		

NOTES:
1. ORIGINAL DOCUMENT SIZE: 11" X 8.5"
2. ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, U.S. SURVEY FEET, NORTH AMERICAN DATUM 1927.
3. CERTIFICATION IS MADE ONLY FOR PROPOSED UTILITIES AND SITES, IN RELATION TO THE EVIDENCE FOUND DURING A FIELD SURVEY, MADE ON THE GROUND, UNDER MY SUPERVISION, AND USING DOCUMENTATION PROVIDED BY PERMIAN DEEP ROCK OIL CO., L.L.C. ONLY UTILITIES/EASEMENTS THAT WERE VISIBLE ON THE DATE OF THIS SURVEY, WITHIN/ADJOINING THIS EASEMENT, HAVE BEEN LOCATED AS SHOWN HEREON OF WHICH I HAVE KNOWLEDGE. THIS CERTIFICATION IS LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE, AND MADE FOR THIS TRANSACTION ONLY.
4. ALL PROPOSED INFRASTRUCTURE SHOWN HEREON IS SOLELY FOR THE PURPOSE OF APPLYING FOR A PERMIT WITH THE CITY OF MIDLAND, TEXAS. THIS IS EXHIBIT IS NOT TO BE CONSTRUED AS A "BOUNDARY SURVEY" IN COMPLIANCE WITH THE T.B.P.L.S. MINIMUM STANDARDS OF PROCEDURES FOR BOUNDARY SURVEYS. THESE ARE FOR PLANNING PURPOSES ONLY.
5. ADJOINER INFORMATION SHOWN FOR INFORMATIONAL PURPOSES ONLY.

STATE OF TEXAS
REGISTERED
JEFFREY N. LUEDERS
6512
PROFESSIONAL
LAND SURVEYOR

JEFFREY N LUEDERS, R.P.L.S. No. 6512
SURVEYED ON THE GROUND: October 7, 2021

S:\SURVEY\ARRINGTON\DP_7B_UNIT\FINAL_PRODUCTS\SKETCH\SK_REBEL_UNIT_PERMIT_E_PAD_REV1.DWG 1/5/2022 1:44:32 PM dharris

SCALE: 1" = 300'

0' 150' 300'

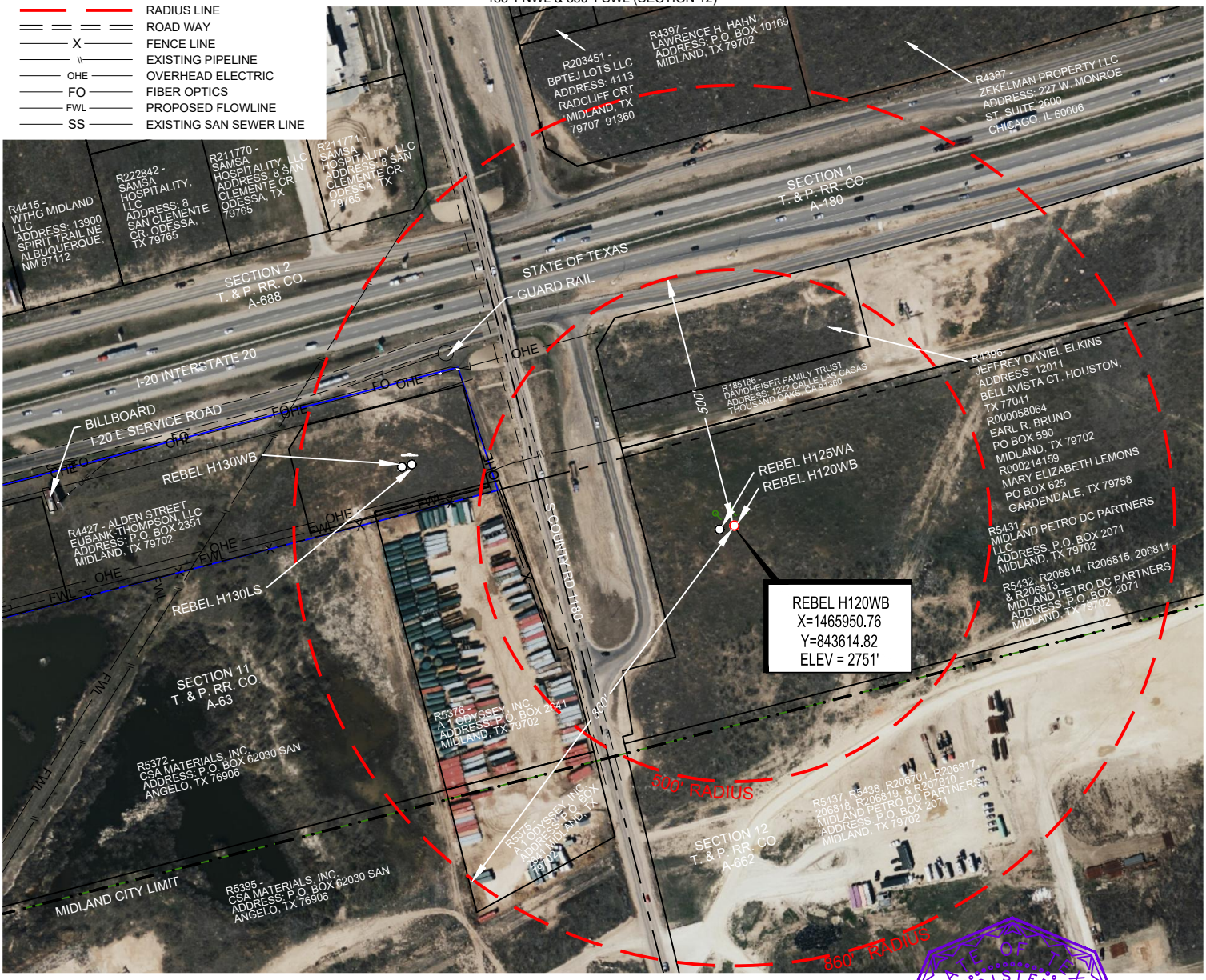
LEGEND

- SURVEY/SECTION LINE
- TRACT BORDER
- RADIUS LINE
- ROAD WAY
- X — FENCE LINE
- \\ — EXISTING PIPELINE
- OHE — OVERHEAD ELECTRIC
- FO — FIBER OPTICS
- FWL — PROPOSED FLOWLINE
- SS — EXISTING SAN SEWER LINE

SECTION 12, T. & P. RR. CO. SURVEY, A-662
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

SHOWING STRUCTURES WITHIN 500' RADIUS
AND PROPERTY OWNERS WITHIN 860' RADIUS
FOR PROPOSED **REBEL H120WB**
183' FNWL & 350' FSWL (SECTION 12)

PERMIAN DEEP ROCK OIL CO., L.L.C.



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TELEPHONE: (817) 744-7512 • FAX (817) 744-7554
TEXAS FIRM REGISTRATION NO. 10042504
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STATE OF TEXAS
REGISTERED
JEFFREY N. LUEDERS
6512
PROFESSIONAL
LAND SURVEYOR

Jeffrey N. Lueders, R.P.L.S. No. 6512
SURVEYED ON THE GROUND: October 7, 2021

REBEL H120WB	REVISION:	
	INT	DATE
	DRH	01/28/2022
DATE: 12/13/2021	DRH	02/15/2022
FILE: CD_REBEL_H120WB_REV4		
DRAWN BY: DRH		
SHEET : 1 OF 2		

NOTES:
1. ORIGINAL DOCUMENT SIZE: 8.5" X 11"
2. ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, U.S. SURVEY FEET, NORTH AMERICAN DATUM 1927.
3. THIS PROPOSED LOCATION HAS BEEN CAREFULLY SURVEYED ON THE GROUND UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE ACCORDING TO THE EVIDENCE, OFFICIAL SURVEY RECORDS, MAPS, AND OTHER DATA PROVIDED PERMIAN DEEP ROCK OIL CO., LLC. THIS PLAT WAS CREATED FOR THE SOLE PURPOSE OF FILING A PERMIT WITH THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS AND SHOULD NOT BE CONSTRUED AS A "BOUNDARY SURVEY" IN COMPLIANCE WITH T.B.P.L.S. MINIMUM STANDARDS OF PROCEDURES FOR BOUNDARY SURVEYS. THIS CERTIFICATION IS MADE AND LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE.
4. OWNERSHIP INFORMATION SHOWN HEREON WAS TAKEN FROM THE CITY OF MIDLAND, TEXAS GIS SITE.
5. DISTANCES SHOWN HEREON TO EXISTING STRUCTURES ARE SCALED PER AERIAL MAP.

PACKET 11.28 May 24, 2022

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
02/01/2022	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Kyle M. Hammond	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
Fee: $4,000.00 Rec'd Yes ✓ No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

Permit Compliance Contact (Choose 1):

Option A:

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See Exhibit "D"

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ATTACHED AS EXHIBIT V: Applicants variances

Permian Deep Rock Oil Company
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

Kyle Hammond , personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Estella Pena
Notary Public, State of Texas

[S E A L]

ESTELLA PENA
Notary Public, State of Texas
My Commission Expires
August 03, 2025
NOTARY ID 13123361-8

SCALE: 1" = 300'

0' 150' 300'

LEGEND

- SURVEY/SECTION LINE
- TRACT BORDER
- RADIUS LINE
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CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

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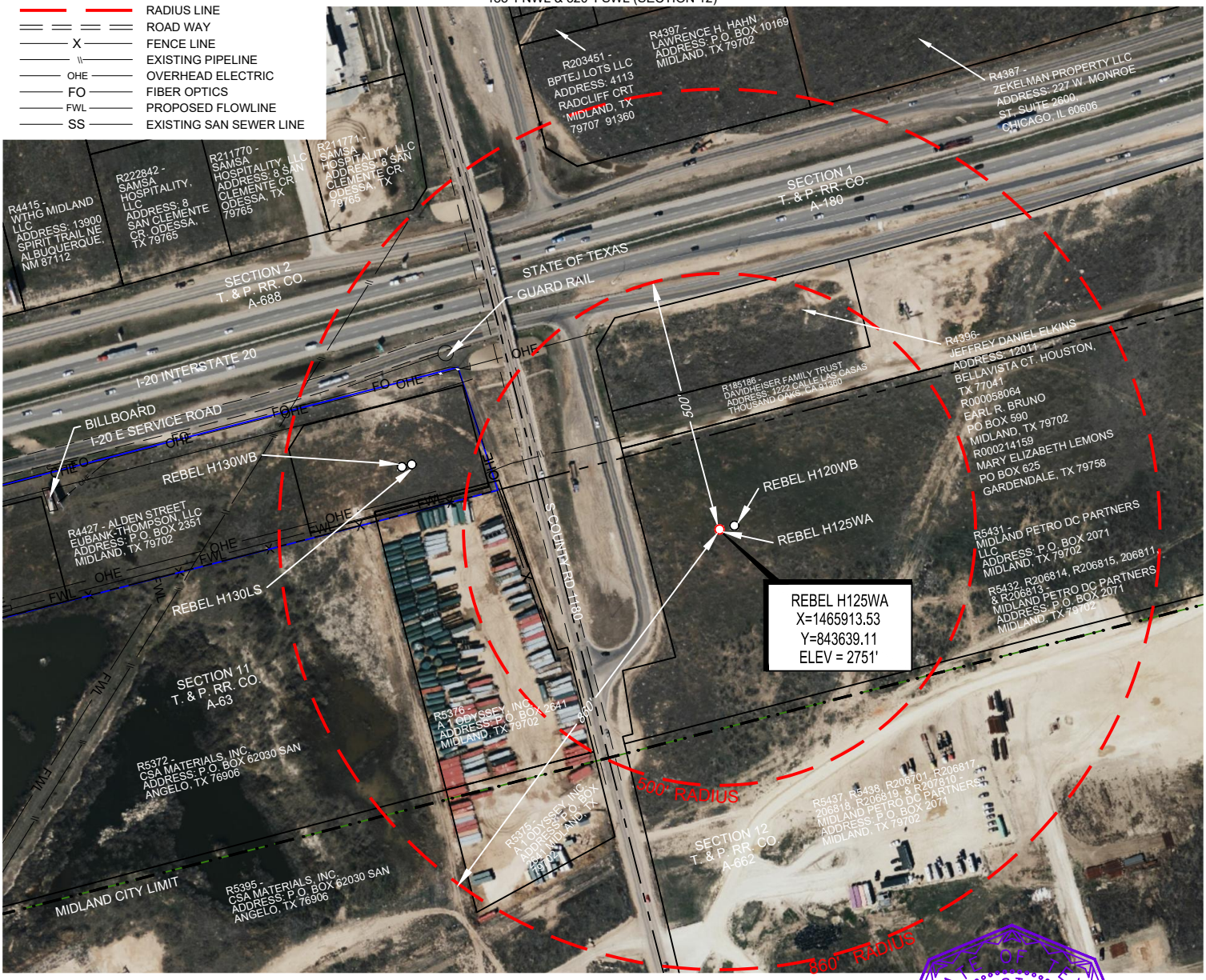
AND PROPERTY OWNERS WITHIN 860' RADIUS
FOR PROPOSED **REBEL H125WA**
183' FNWL & 320' FSWL (SECTION 12)

PERMIAN DEEP ROCK OIL CO., L.L.C.



N

TOPOGRAPHIC
LOYALTY INNOVATION LEGACY

1400 EVERMAN PARKWAY, Ste. 146 • FT. WORTH, TEXAS 76140
TELEPHONE: (817) 744-7512 • FAX (817) 744-7554
TEXAS FIRM REGISTRATION NO. 10042504
WWW.TOPOGRAPHIC.COM

STATE OF TEXAS
REGISTERED
JEFFREY N. LUEDERS
6512
PROFESSIONAL
LAND SURVEYOR

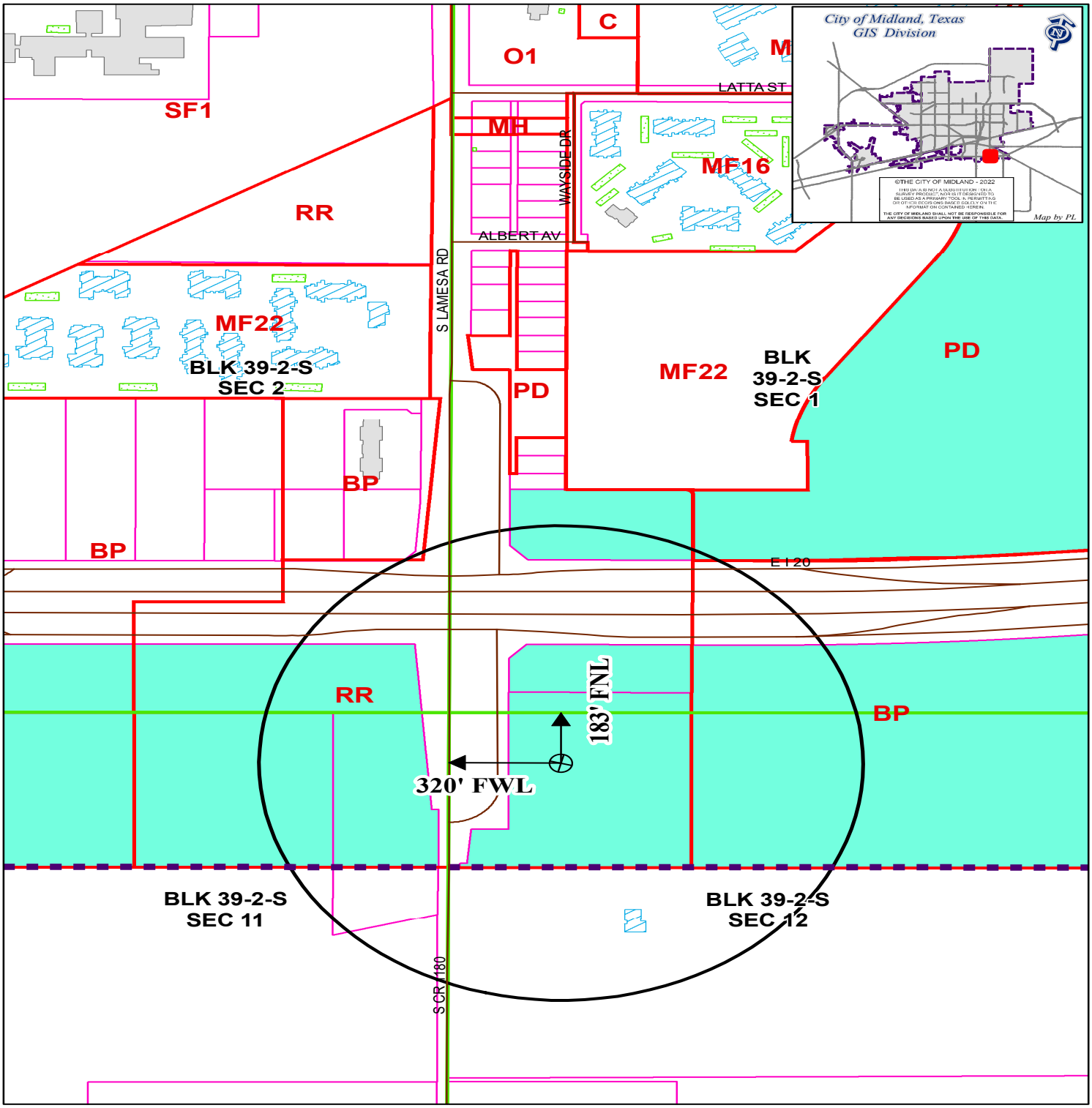
Jeffrey N. Lueders, R.P.L.S. No. 6512
SURVEYED ON THE GROUND: October 7, 2021

REBEL H125WA	REVISION:	
	INT	DATE
	DRH	01/28/2022
DATE: 12/13/2021	DRH	02/15/2022
FILE: CD_REBEL_H125WA_REV4		
DRAWN BY: DRH		
SHEET : 1 OF 2		

NOTES:
1. ORIGINAL DOCUMENT SIZE: 8.5" X 11"
2. ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, U.S. SURVEY FEET, NORTH AMERICAN DATUM 1927.
3. THIS PROPOSED LOCATION HAS BEEN CAREFULLY SURVEYED ON THE GROUND UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE ACCORDING TO THE EVIDENCE, OFFICIAL SURVEY RECORDS, MAPS, AND OTHER DATA PROVIDED PERMIAN DEEP ROCK OIL CO., LLC. THIS PLAT WAS CREATED FOR THE SOLE PURPOSE OF FILING A PERMIT WITH THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS AND SHOULD NOT BE CONSTRUED AS A "BOUNDARY SURVEY" IN COMPLIANCE WITH T.B.P.L.S. MINIMUM STANDARDS OF PROCEDURES FOR BOUNDARY SURVEYS. THIS CERTIFICATION IS MADE AND LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE.
4. OWNERSHIP INFORMATION SHOWN HEREON WAS TAKEN FROM THE CITY OF MIDLAND, TEXAS GIS SITE.
5. DISTANCES SHOWN HEREON TO EXISTING STRUCTURES ARE SCALED PER AERIAL MAP.

PACKET 11.33 May 24, 2022

S:\SURVEY\ARRINGTON\DP_7B_UNIT\FINAL_PRODUCTS\CITY_PERMITS\CD_REBEL_H125WA_REV4.DWG 2/15/2022 6:23:35 AM dharris



LOCATION AND ZONING MAP

Oil - 041509 - 2022 **Scale: 1" = 400'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 183' FNL and 320' FWL, Section 12, Block 39, T-2-S, T&P RR CO Survey, Midland County, Texas.

Generally located 320 feet east of South Lamesa Road and 183 feet south of I-20.

Rebel #H125WA

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOW RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

City Council Meeting

Item Number: 12

Meeting Date: May 24, 2022

To: City Council / City Manager

From: Ron Jenkins, Oil and Gas Coordinator

Subject: **RESOLUTION AUTHORIZING THE EXECUTION OF A ROAD REPAIR AGREEMENT WITH PERMIAN DEEP ROCK OIL CO., LLC ("OPERATOR") REGARDING ITS APPLICATION TO DRILL OIL AND GAS WELLS WITHIN THE CITY LIMITS IN SECTION 12, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (DISTRICT 2) (DEVELOPMENT SERVICES)**

Purpose:

Resolution approving a road repair agreement between the City of Midland and Permian Deep Rock Oil Co., LLC.

Recommended City Council Action:

Approve

Fiscal Impact:

This agreement will cover the cost of road damages to South Lamesa Road that are attributable to Permian Deep Rock Oil Co., LLC, in association with the above drilling permits. The total amount of the bond covering proposed and existing well sites within the City is $75,000.00; this is the amount specified in the City's oil and gas drilling regulations.

Discussion:

Permian Deep Rock Oil Co., LLC, have met the requirements contained in the City code related to this matter.

Attachments: Exhibit A-Road Repair Agreement, Exhibit- Route

Morris Williams Jr.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A ROAD REPAIR AGREEMENT WITH PERMIAN DEEP ROCK OIL CO., LLC ("OPERATOR") REGARDING ITS APPLICATION TO DRILL OIL AND GAS WELLS WITHIN THE CITY LIMITS IN SECTION 12, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS

WHEREAS, the City Council finds it to be in the public interest to authorize the execution of a road repair agreement with Operator;

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

THAT the Mayor is hereby authorized and directed to execute, on behalf of the City of Midland, Texas, a road repair agreement with Operator. Said agreement shall be substantially similar in form to that of Exhibit "A", which is attached hereto and incorporated herein for all purposes.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy 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

Road Use and Repair Agreement

Per the terms of the Surface Use Agreement, Permian Deep Rock Oil Company LLC (" PDROC") intends to use (i) S. Lamesa Road (ii) any other road owned by Surface Owner located on the Surface Premises to which Surface Owner in its sole discretion has consented to PDROC's use (collectively, the "Utilized Roads"). PDROC agrees to pay actual road repair costs up to a maximum amount of Seventy-Five Thousand and No/100 Dollars ($75,000.00) per calendar year for damage done to the Utilized Roads and the entrance gates on the Surface Premises to the extent that any such damage is verifiably attributable to traffic servicing PDROC. PRROC will not be obligated to pay for any damage to the Utilized Roads attributable to other parties or for damage associated with normal wear and tear. PRROC has provided to Surface Owner a letter of credit, certificate of deposit or surety bond in form and substance satisfactory to Surface Owner in the amount of $75,000.00 which will serve to secure payment of any such road repair expenses for the Utilized Roads. In the event such letter of credit, certificate of deposit or surety bond is not restored to $75,000.00 within ten (10) days after the date of the reduction of the letter of credit, certificate of deposit or surety bond, Surface Owner may draw and receive the remaining balance of the letter of credit, certificate of deposit or surety bond and PRROC's Oil and Gas Well Permit(s) shall immediately cease until PRROC files the required letter of credit, certificate of deposit or surety bond. PRROC and Surface Owner agree that the documentation of any road damage determined to be caused by PRROC's use of the Utilized Roads in connection with its operations shall be presented to PRROC. If PRROC does not agree with such determination, PRROC may file a written objection with the City Manager within ten (10) days of being notified of the road damage. The City Manager shall review the objections and give PRROC the opportunity to be heard and present facts that PRROC deems relevant. Surface Owner reserves the right after giving ten (10) business days written notice to PRROC regarding such violation, to draw upon the letter of credit, certificate of deposit or surety bond as outlined in Subsection (K), General Conditions of all Oil and Gas Well Permits, in order to remedy such situation under Section 6-1-23 "Oil and Gas Well Permits" of the City of Midland Oil and Gas Ordinance (as defined below). The amount drawn from the letter of credit, certificate of deposit or surety bond shall not exceed the limits previously described above.

Agreed to and accepted by the following parties:

Permian Deep Rock Oil Company

By: _____

Keith E. Bucy

Date: 10/7/2021

City of Midland

By: _____

Date: _____

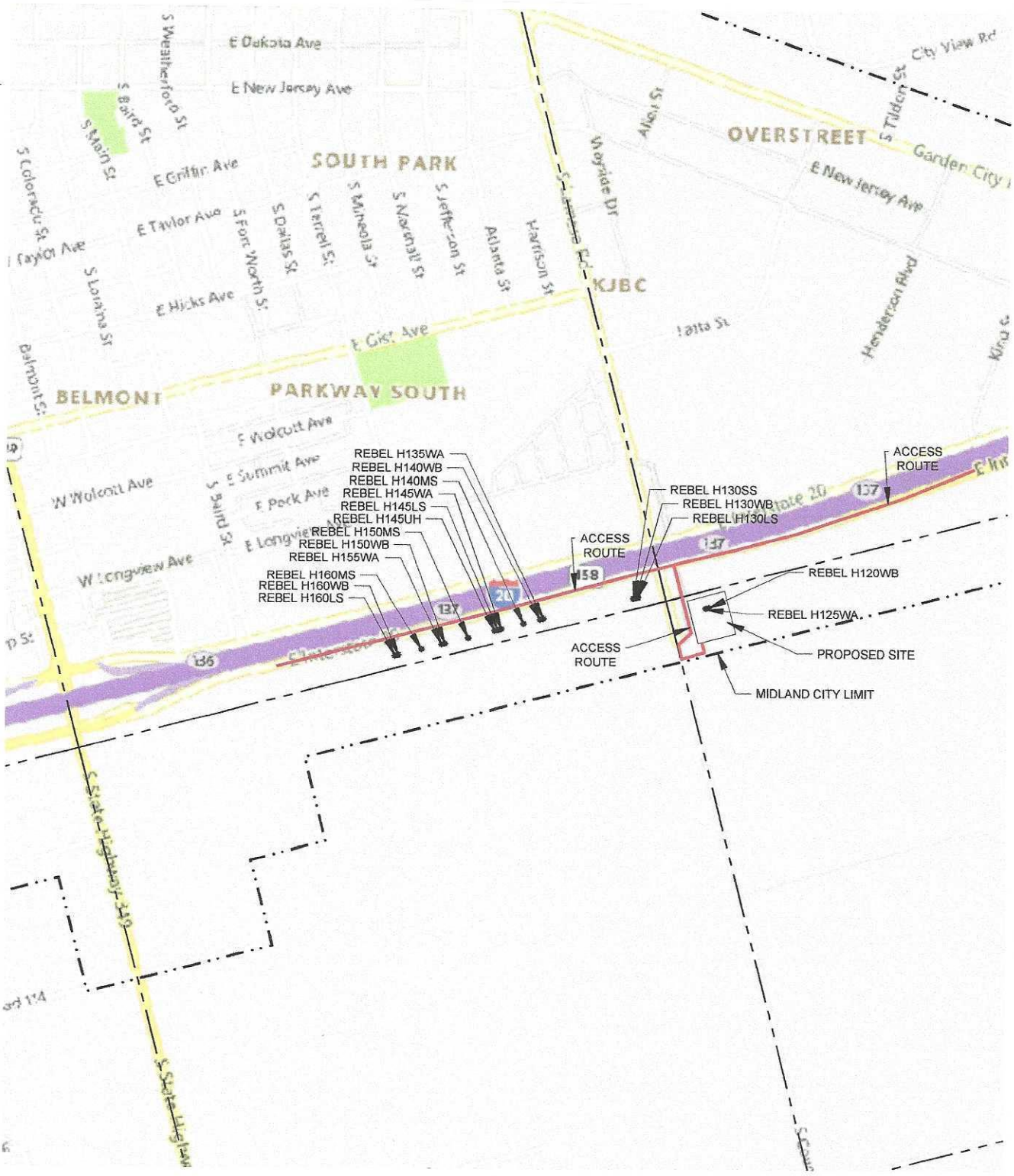
Exhibit A

Road Use and Repair Agreement

Per the terms of the Surface Use Agreement, Permian Deep Rock Oil Company LLC (" PDROC") intends to use (i) S. Lamesa Road (ii) any other road owned by Surface Owner located on the Surface Premises to which Surface Owner in its sole discretion has consented to PDROC's use (collectively, the "Utilized Roads"). PDROC agrees to pay actual road repair costs up to a maximum amount of Seventy-Five Thousand and No/100 Dollars ($75,000.00) per calendar year for damage done to the Utilized Roads and the entrance gates on the Surface Premises to the extent that any such damage is verifiably attributable to traffic servicing PDROC. PRROC will not be obligated to pay for any damage to the Utilized Roads attributable to other parties or for damage associated with normal wear and tear. PRROC has provided to Surface Owner a letter of credit, certificate of deposit or surety bond in form and substance satisfactory to Surface Owner in the amount of $75,000.00 which will serve to secure payment of any such road repair expenses for the Utilized Roads. In the event such letter of credit, certificate of deposit or surety bond is not restored to $75,000.00 within ten (10) days after the date of the reduction of the letter of credit, certificate of deposit or surety bond, Surface Owner may draw and receive the remaining balance of the letter of credit, certificate of deposit or surety bond and PRROC's Oil and Gas Well Permit(s) shall immediately cease until PRROC files the required letter of credit, certificate of deposit or surety bond. PRROC and Surface Owner agree that the documentation of any road damage determined to be caused by PRROC's use of the Utilized Roads in connection with its operations shall be presented to PRROC. If PRROC does not agree with such determination, PRROC may file a written objection with the City Manager within ten (10) days of being notified of the road damage. The City Manager shall review the objections and give PRROC the opportunity to be heard and present facts that PRROC deems relevant. Surface Owner reserves the right after giving ten (10) business days written notice to PRROC regarding such violation, to draw upon the letter of credit, certificate of deposit or surety bond as outlined in Subsection (K), General Conditions of all Oil and Gas Well Permits, in order to remedy such situation under Section 6-1-23 "Oil and Gas Well Permits" of the City of Midland Oil and Gas Ordinance (as defined below). The amount drawn from the letter of credit, certificate of deposit or surety bond shall not exceed the limits previously described above.

Agreed to and accepted by the following parties:

Permian Deep Rock Oil Company	City of Midland
By: _____	By: _____
Keith E. Bucy	
Date: 10/7/2021	Date: _____



REBEL UNIT CITY PERMIT	REVISION:	
	INT	DATE
	DRH	01/04/2022
DATE: 12/22/2021		
FILE: SK_REBEL_UNIT_PERMIT_E_PAD_REV1		
DRAWN BY: DRH		
SHEET : 1 OF 8		

NOTES:
1. ORIGINAL DOCUMENT SIZE: 11" X 8.5"
2. ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, U.S. SURVEY FEET, NORTH AMERICAN DATUM 1927.
3. ALL INFRASTRUCTURE SHOWN HEREON IS FOR A REPRESENTATIVE PURPOSE OF APPLYING FOR A PERMIT WITH THE CITY OF MIDLAND, TEXAS, AND NOT TO BE CONSTRUED AS A "BOUNDARY SURVEY" IN COMPLIANCE WITH THE T.B.P.L.S. MINIMUM STANDARDS OF PROCEDURES FOR BOUNDARY SURVEYS. THESE ARE FOR PLANNING PURPOSES AND HAVE NOT BEEN SURVEYED OR STAKED ON THE GROUND. EXISTING INFRASTRUCTURE HAS BEEN SURVEYED AND IS ACCURATELY SHOWN.

S:\SURVEY\ARRINGTON\DP_78_UNIT\FINAL_PRODUCTS\SKETCH\SK_REBEL_UNIT_PERMIT_E_PAD_REV1.DWG 1/5/2022 1:44:30 PM dharris

City Council Meeting

Item Number: 13

Meeting Date: May 24, 2022

To: City Council / City Manager

From: Ron Jenkins, Oil and Gas Coordinator

Subject: **RESOLUTION APPROVING AMENDMENTS TO THE PERMITS ISSUED TO PIONEER NATURAL RESOURCES USA, INC. (“OPERATOR”) TO DRILL EIGHT OIL AND GAS WELLS LOCATED IN SECTION 1, BLOCK X, H.P. HILLIARD SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 320 FEET AND 445 FEET SOUTH OF SOLOMON LANE EXTENSION AND BETWEEN 952 FEET AND 1,541 FEET WEST OF FAIRGROUNDS ROAD EXTENSION); SAID AMENDMENTS AUTHORIZING THE USE OF ELECTRIC DRIVE COMPRESSORS (DISTRICT 1) (DEVELOPMENT SERVICES)**

Purpose:

Resolution approving amendments to the permits issued to Pioneer Natural Resources USA, Inc. (“Operator”) to drill eight oil and gas wells located in Section 1, Block X, H.P. Hilliard Survey, City of Midland, Midland County, Texas (Generally located between 320 feet and 410 feet south of Solomon Lane extension and between 952 feet and 1,183 feet west of Fairgrounds Road extension); said amendments authorizing the use electric drive compressors. Council approved the proposed drill sites on December 12, 2017; June 25, 2019; July 14,2020; August 25,2020: and February 23,2021; however, the applicant is requesting consideration of amended drilling conditions. Permits were authorized by the City Council by Resolution Nos. 2017-383; 2017-387; 2019-195; 2020-026 and 2021-142.

Recommended City Council Action:

Approve

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The amending condition proposed by Pioneer Natural Resources USA, Inc, is to amend the permit to add additional method of artificial lift to produce the well through the use of an electric drive compressor. Currently, operator is using electric submersible pump and have the ability to go to a rod pump and recently amended for use of a jet pump.

The amending condition proposed by Pioneer Natural Resources USA, Inc, is the use of an electric drive compressors at the transfer station currently occupying separators at the site. Pioneer proposes using two electric compressors at the permitted transfer station site to operate sixteen wells. Sound modeling report has been included. Per the Ordinance 8769 states:

L. 19. Compressors. No onsite compressor used to “lift gas” shall be used. No compressor of any type shall be used. In the event Operator determines the use of such compressor is necessary, a detailed plan shall be submitted by Operator to the City Council for considerations. An on-site compressor plan shall include the following information:
a. The physical size of compressor;
b. The power source of the compressor;
c. The horsepower of the compressor;
d. The noise of the compressor; and
e. The manufacturer of the compressor.

No compressor of any type shall be use unless a plan is approved by the City Council.

This request is for the use of an electrical compressor and not a diesel engine drive compressor.

Pioneer Natural Resources identifies the installation of two electric drive compressors being 40 feet long and 14 feet wide and 16 feet high with a 1500 hp compressor manufactured by A-Legacy Compressor Manufacturing, Kodiak Gas Services is the rental provider.

Per the Hogan Satellite Pad Noise Modeling Report from Behrens and Associates, Inc. dated April 11, 2022- Page 23, 5. Conclusion, states “The combination of the measured ambient noise level and the predicted mitigated compressor operational noise level at each receptor will result 3 dBA or less noise level increase any time of the day or night. Therefore, the impact of the proposed operations can be classified as “non-perceptible” at the receptor locations.”

The mitigation model includes the use of approximately of 200 linear feet of 16-foot-high, Sound Transmission Class (STC) 40 permanent acoustical barrier wall installed on the partial north, west and south sides of the compressor with ducted silencers installed on the cooling fans. Layout for the model is page 11 of report.

Pioneer is the surface owner around the Hogan Satellite pad for a very large area and has included two letters of support from the nearest surface owner to the South and the North.

The amending for the use of electric driven compressors has been allowed previously to

Endeavor, December 2019 and recently to Diamondback, April 2022.

Attachments: Amending Letter of request (4-25-22) including (location diagram, schematics, sound study), location map, two neighboring property support letters.

Morris Williams Jr.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION APPROVING AMENDMENTS TO THE PERMITS ISSUED TO PIONEER NATURAL RESOURCES USA, INC. ("OPERATOR") TO DRILL EIGHT OIL AND GAS WELLS LOCATED IN SECTION 1, BLOCK X, H.P. HILLIARD SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 320 FEET AND 445 FEET SOUTH OF SOLOMON LANE EXTENSION AND BETWEEN 952 FEET AND 1,541 FEET WEST OF FAIRGROUNDS ROAD EXTENSION); SAID AMENDMENTS AUTHORIZING THE USE OF ELECTRIC DRIVE COMPRESSORS

WHEREAS, the City Council previously approved the issuance of the permits referenced in the caption hereof to Operator to drill the following oil and gas wells within the City limits:

Hogan 1-24-F-4211H; Hogan 1-24-F-4311H; Hogan 1-24-E-2810H; Hogan 1-24-F-2812H; Hogan 1-13-D-2407H; Hogan 1-24-F-2411H; Hogan 1-24-G-2613VH; and Hogan 1-24-H-2415HZ; and

WHEREAS, the City Council finds it to be in the public interest to approve amendments to said permits;

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

SECTION ONE. That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a document amending said permits. Said amendment document shall be in a form substantially similar to that attached hereto as Exhibit "A", which is incorporated herein for all legal purposes.

SECTION TWO. That all other terms and conditions of said permits shall remain in full force and effect.

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"

OIL AND GAS WELL PERMIT AMENDMENT

THIS AMENDMENT is made and effective May 24, 2022, by and between the City of Midland, Texas, a home-rule municipal corporation (the "City"), and Pioneer Natural Resources USA, Inc. ("Operator").

WHEREAS, the City previously issued those certain Oil and Gas Well Permits dated December 12, 2017, June 25, 2019, July 14, 2020, August 25, 2020, and February 23, 2021 (collectively, the "Permits) to Operator to drill the following oil and gas wells within the city limits: Hogan 1-24-F-4211H; Hogan 1-24-F-4311H; Hogan 1-24-E-2810H; Hogan 1-24-F-2812H; Hogan 1-13-D-2407H; Hogan 1-24-F-2411H; Hogan 1-24-G-2613VH; and Hogan 1-24-H-2415HZ; and

WHEREAS, the Permits were authorized by the City Council by Resolution Nos. 2017-383, 2017-387, 2019-195, 2020-120, 2020-142, and 2021-026; and

WHEREAS, the Permits have been in full force and effect since their effective dates and have not been allowed to lapse; and

WHEREAS, Operator has requested that the City approve certain amendments to the Permits;

W I T N E S S E T H:

For and in consideration of the execution of this Amendment and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

ARTICLE I.

Each of the Permits is hereby amended by inserting the following paragraph:

> The Midland City Council, in granting this permit, also allows the use of an electric drive compressor with permanent acoustical barriers that have a Sound Transmission Class rating of 40 located on the north, south and west sides of the pad as an additional production method; provided, however, that the noise level is to be tested at the time of installation of the electric drive compressor and annually thereafter by a qualified third-party inspector to verify that the noise level 123 feet from the edge of the Hogan Transfer Station pad is less than or equal to 3 dBA greater than the ambient noise level. The results of each test shall be submitted to the City within five business days following the conclusion of the test. If noise exceeds the aforementioned level, the wells shall be immediately shut in, and production shall not resume unless production is achieved while maintaining a noise level that does not exceed the

aforementioned level.

ARTICLE II.

The Permits, inclusive of this Amendment, shall in all respects remain in full force and effect in accordance with their provisions and as amended above.

EXECUTED by the duly authorized officials as of the day and year first above written.

CITY OF MIDLAND

By:_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

PIONEER NATURAL RESOURCES USA, INC.

By:_____
Laura Wallace,
Senior Staff Regulatory Specialist

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this _____ day of _____, 20____, by Laura Wallace, Senior Staff Regulatory Specialist of Pioneer Natural Resources USA, Inc., on behalf of Pioneer Natural Resources USA, Inc.

_____
Notary Public – State of Texas

OIL AND GAS WELL PERMIT AMENDMENT

THIS AMENDMENT is made and effective May 24, 2022, by and between the City of Midland, Texas, a home-rule municipal corporation (the "City"), and Pioneer Natural Resources USA, Inc. ("Operator").

WHEREAS, the City previously issued those certain Oil and Gas Well Permits dated December 12, 2017, June 25, 2019, July 14, 2020, August 25, 2020, and February 23, 2021 (collectively, the "Permits) to Operator to drill the following oil and gas wells within the city limits: Hogan 1-24-F-4211H; Hogan 1-24-F-4311H; Hogan 1-24-E-2810H; Hogan 1-24-F-2812H; Hogan 1-13-D-2407H; Hogan 1-24-F-2411H; Hogan 1-24-G-2613VH; and Hogan 1-24-H-2415HZ; and

WHEREAS, the Permits were authorized by the City Council by Resolution Nos. 2017-383, 2017-387, 2019-195, 2020-120, 2020-142, and 2021-026; and

WHEREAS, the Permits have been in full force and effect since their effective dates and have not been allowed to lapse; and

WHEREAS, Operator has requested that the City approve certain amendments to the Permits;

W I T N E S S E T H:

For and in consideration of the execution of this Amendment and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

ARTICLE I.

Each of the Permits is hereby amended by inserting the following paragraph:

> The Midland City Council, in granting this permit, also allows the use of an electric drive compressor with permanent acoustical barriers that have a Sound Transmission Class rating of 40 located on the north, south and west sides of the pad as an additional production method; provided, however, that the noise level is to be tested at the time of installation of the electric drive compressor and annually thereafter by a qualified third-party inspector to verify that the noise level 123 feet from the edge of the Hogan Transfer Station pad is less than or equal to 3 dBA greater than the ambient noise level. The results of each test shall be submitted to the City within five business days following the conclusion of the test. If noise exceeds the aforementioned level, the wells shall be immediately shut in, and production shall not resume unless production is achieved while maintaining a noise level that does not exceed the

aforementioned level.

ARTICLE II.

The Permits, inclusive of this Amendment, shall in all respects remain in full force and effect in accordance with their provisions and as amended above.

EXECUTED by the duly authorized officials as of the day and year first above written.

CITY OF MIDLAND

By:_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

PIONEER NATURAL RESOURCES USA, INC.

By:_____
Laura Wallace,
Senior Staff Regulatory Specialist

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this _____ day of _____, 20____, by Laura Wallace, Senior Staff Regulatory Specialist of Pioneer Natural Resources USA, Inc., on behalf of Pioneer Natural Resources USA, Inc.

_____
Notary Public – State of Texas

PIONEER
NATURAL RESOURCES

April 25, 2022

City of Midland
Attention: Ron Jenkins
Oil & Gas Coordinator
300 N. Loraine
Midland, Texas 78701

Re: Application for Oil & Gas Variance for the use of Compressors

Dear Mr. Jenkins,

Pioneer Natural Resources USA, Inc. respectfully requests a variance for the below referenced wells / permits in order to use the Hogan Transfer Station to place and operate two electric drive compressors within the City of Midland. Well information can be found below:

Well Name	Permit Date	Permit Resolution	Name Change Resolution	Pump Type Resolution
Hogan 1-13-C 2806H	8/14/2018	2018-294	2019-231	2021-143
Hogan 1-13-D 2808H	8/14/2018	2018-296	2019-231	2021-143
Hogan 1-24-D 4307H (1-13-C 2605H)	8/14/2018	2018-195		
Hogan 1-13-D 4207H	8/14/2018	2018-293	2019-196	2021-143
Hogan 1-13-D 4307H	8/14/2018	2018-295	2019-197	2021-143
Hogan 1-13-D 2407H	8/25/2020	2020-142		
Hogan 1-24-F 2411H	8/25/2020	2020-142		
Hogan 1-24-G 2613VH	8/25/2020	2020-142		
Hogan 1-24-H 2415HZ	2/23/2021	2021-026		
Hogan 1-24-F 4211H	12/12/2017	2017-383	2019-198	2021-146
Hogan 1-24-F 4311H	12/12/2017	2017-387	2019-199	2021-146
Hogan 1-24-E 2810H	6/25/2019	2019-195	2019-230	2021-146
Hogan 1-24-F 2812H	6/25/2019	2019-195	2019-230	2021-146
Hogan 1-24 2815H	12/12/2017	2017-381		2021-144
Hogan 1-24 4215H	12/12/2017	2017-385		2021-144
Hogan 1-24 4315H	12/12/2017	2017-389		2021-144

The wells in this area, acquired by Parsley Energy, specified the following production method:

777 Hidden Ridge | Irving, TX 75038 T 972.444.9001 F 972.969.3587 PXD.COM

"Following fracture operations, production tubing, and an electric submersible pump will be installed in the well. After a period of approximately 3 months, a downhole pump and a sucker rod string assembly will then be installed in the well."

Per the Oil and Gas Ordinance (6-1-23)(L)(19):
"Compressors. No onsite compressor used to "lift gas" shall be used. No compressor of any type shall be used. In the event operator determines the use of such compressor is necessary, a detailed plan shall be submitted by operator to the City Council for consideration. An on-site compressor plan shall include the following information:

a. The physical size of the compressor – *14' Wide x 40' Long x 16' Tall*
b. The power source of the compressor – *Electric*
c. The horsepower of the compressor – *1500 hp*
d. The noise of the compressor – *100 dBA @ Unit, 55-60 dBA @ 500', 45-50 dBA @ 1200'*
e. The manufacturer of the compressor – *A-Legacy compressor manufacturing, Kodiak Gas Services is the rental provider.*

No compressor of any type shall be used unless a plan is approved by City Council."

Unfortunately, due to low total liquid volumes and gas handling limitations, the Electric Submersible Pumps (ESPs) failure rates on wells in this area are very high. With the anticipated decline in reservoir pressure, ESPs will not be a viable long-term solution. If the variance is approved, wells in this area would be converted from ESP or Jet Pump to Gas Lift using compressors. Given current well conditions, gas lift compression is the preferred method in this area.

We would like the ability to install two compressors to produce these wells using any of the following four artificial lift methods:

Electric Submersible Pump
Rod Pump
Jet Pump
Gas Lift

Please find attached, the following exhibits:

Exhibit A – A site plan with the injection line route from the transfer station to the nearby well pads.

Exhibit B – Compressor details and specifics.

Exhibit C – A sound study with information regarding any specific impacts of the equipment placed on location.

777 Hidden Ridge | Irving, TX 75038 T 972.444.9001 F 972.969.3587 PXD.COM

PIONEER
NATURAL RESOURCES

Exhibit D – Support letters from nearby landowners.

Exhibit E – An amended permit fee of $1000 per well.

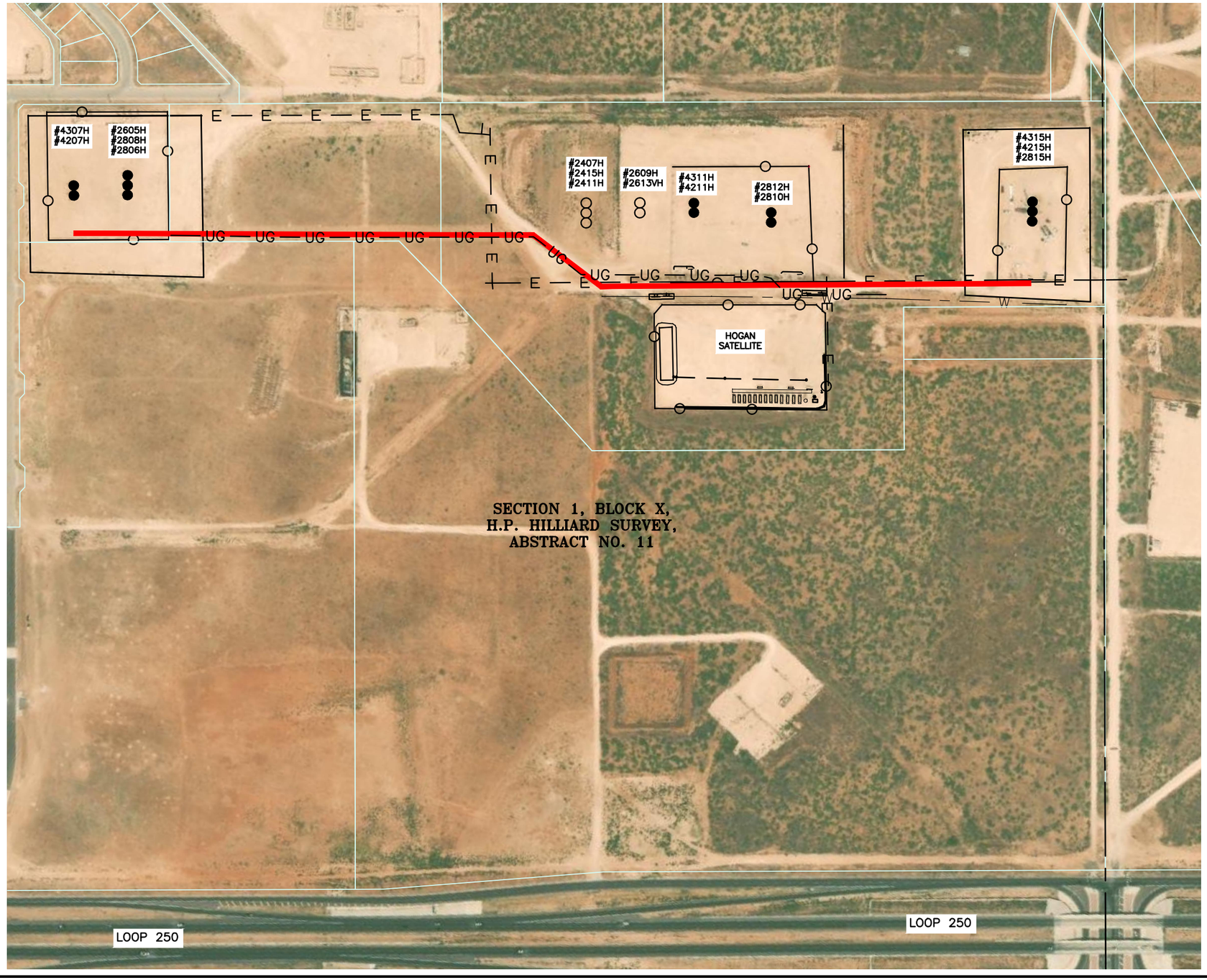
Should you need any additional information in order to process this variance request, please contact me directly.

Respectfully,

Laura E Wallace

Laura Wallace
Senior Staff Regulatory Specialist
laura.wallace@pxd.com

777 Hidden Ridge | Irving, TX 75038 T 972.444.9001 F 972.969.3587 PXD.com



N

0’ 300’ 600’

SCALE: 1” = 300’

LEGEND

- EXISTING WELL
- PROPOSED WELL
- E — E — EXISTING OVERHEAD ELECTRICAL
- UG — UG — EXISTING BURIED PIPELINE
- W — EXISTING WATER LINE
- PROPOSED INJECTION LINE

HALFF®
3300 NORTH A STREET, BUILDING 2, SUITE 120
MIDLAND, TX 79705-5471
TEL (432) 253-3255
TBPELS SURVEYING FIRM #10193998

DATE: 9/22/2021
BY: J. GONZALEZ
AVO: 39678.408

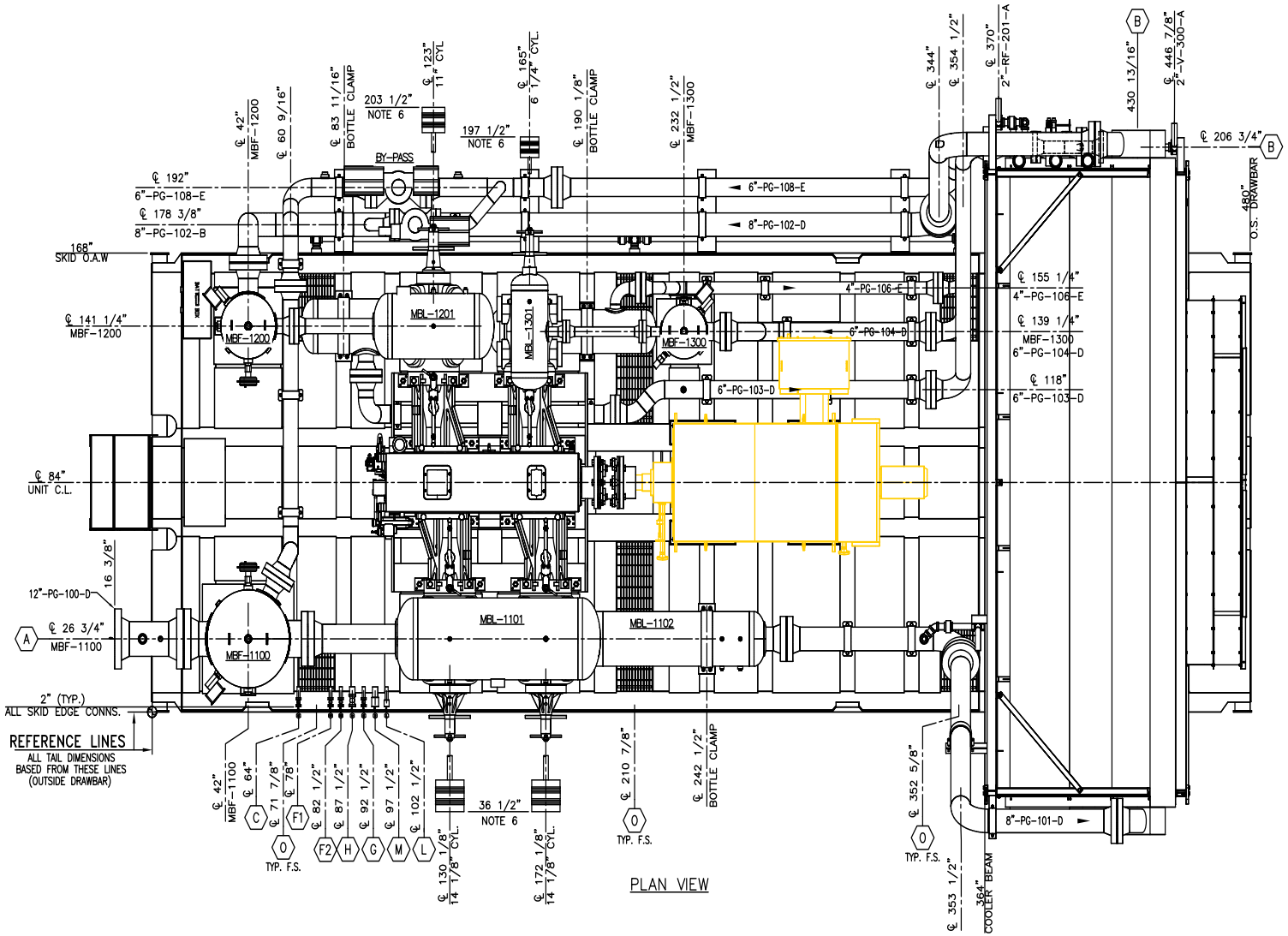
PIONEER NATURAL RESOURCES USA, INC.

EXHIBIT

INJECTION LINE ROUTE

LOCATED IN SECTION 1, BLOCK X, H.P. HILLIARD SURVEY, ABSTRACT NO. 11, MIDLAND COUNTY, TEXAS

I:\39000s\39678\408\CADD\SheetsMLD\EXHIBIT_PLATS\039697.408_EXHIBIT_INJECTION_LINE_ROUTE.dwg



PLAN VIEW

CONNECTION SCHEDULE

MK	QTY	SIZE	RATING	TYPE	SERVICE
A	ONE	12"	600#	RF	UNIT INLET
B	ONE	4"	900#	RF	UNIT DISCHARGE
C	ONE	1"	3000#	FNPT	INSTRUMENT AIR / GAS INLET
F1	ONE	1"	3000#	FNPT	1ST STAGE SCRUBBER DRAIN
F2	ONE	1"	3000#	FNPT	2ND & 3RD STAGE SCRUBBER DRAIN
G	ONE	1"	3000#	FNPT	COMPRESSOR LUBE OIL MAKE-UP
H	ONE	2"	3000#	FNPT	COMPRESSOR OIL DRAIN
L	ONE	1"	3000#	FNPT	PACKING VENT AND DRAIN
M	ONE	2"	3000#	FNPT	DISTANCE PIECE DRAINS
O	SIX	2"	3000#	FNPT	SKID DRAIN BOXES

NOTES

1. UNIT TO BE INSTALLED BY CUSTOMER ON LEVEL CONCRETE FOUNDATION WITH 2" GROUT UNDER ALL FULL DEPTH MEMBERS WITH GROUNDING PROVISIONS.
2. CONCRETE FOUNDATION TO BE ADEQUATELY DESIGNED PER INDUSTRY STANDARD CONSIDERING STATIC AND DYNAMIC CONDITIONS.
3. APPROXIMATE SHIPPING WEIGHT OF PACKAGE INCLUDES THE FOLLOWING: COOLER AND ASSOCIATED PIPING, OUTRIGGERS AND ASSOCIATED PIPING,
4. CUSTOMER PIPING IS TO BE ADEQUATELY SUPPORTED NOT ALLOWING FOR EXCESS PACKAGE EDGE CONNECTION PIPE LOADS.
5. PIPING TO BE PER ANSI B31.3 LATEST EDITION.
6. DISTANCE REQUIRED TO PULL PISTON AND ROD.
7. BLOWDOWNS AND PSV's TO BE ROUTED TO TOP EDGE OF COOLER AND POINTED 45 DEG. AWAY FROM UNIT..

PACKAGE WEIGHTS (EST.)

CONDITION	WEIGHT
COMBINED DRY	151,100 LBS.
SHIPPING (NOTE 3)	124,700 LBS.

MAJOR COMPONENTS

COMPONENT	MANUFACTURER	MODEL
ENGINE	CATERPILLAR	CN2086 (1500 HP)
COMPRESSOR	ARIEL	KBK-4
CYL. THROW #1	ARIEL	14 1/8"K:21 (14.125" BORE)
CYL. THROW #2	ARIEL	6 1/4"K:21 (6.250" BORE)
CYL. THROW #3	ARIEL	14 1/8"K:21 (14.125" BORE)
CYL. THROW #4	ARIEL	11"K:21 (10.500" BORE)
COOLER	EADS	132-EX
COUPLING	TB WOODS	HSH 70
PANEL	EMIT	14280-1137

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WELDING PROCEEDURES

TOLERANCES

CUTS ±1/16"
ANGLES ±1/2"
WELD ASS'Y. ±1/8"
DECIMAL DIM. ±.005"
BEND DIM. ±1/8"

APPROVAL

NAME:
DATE:
BY:

NO	REVISION	DATE	BY	CHK
1	ADDED SKID CONNECTION "C"	8/18/21	M.R.	M.T.
0	ISSUED FOR CONSTRUCTION	8/4/21	M.R.	M.T.

KODIAK GAS SERVICES, LLC

CUSTOMER: KODIAK

LOCATION:

TITLE: COMPRESSOR PACKAGE GENERAL ARRANGEMENT PLAN VIEW

P.O. NUMBER:

UNIT NO.

DRAWN BY	DATE	CHECKED	DATE	SCALE
M.Redden	5/7/21			NONE

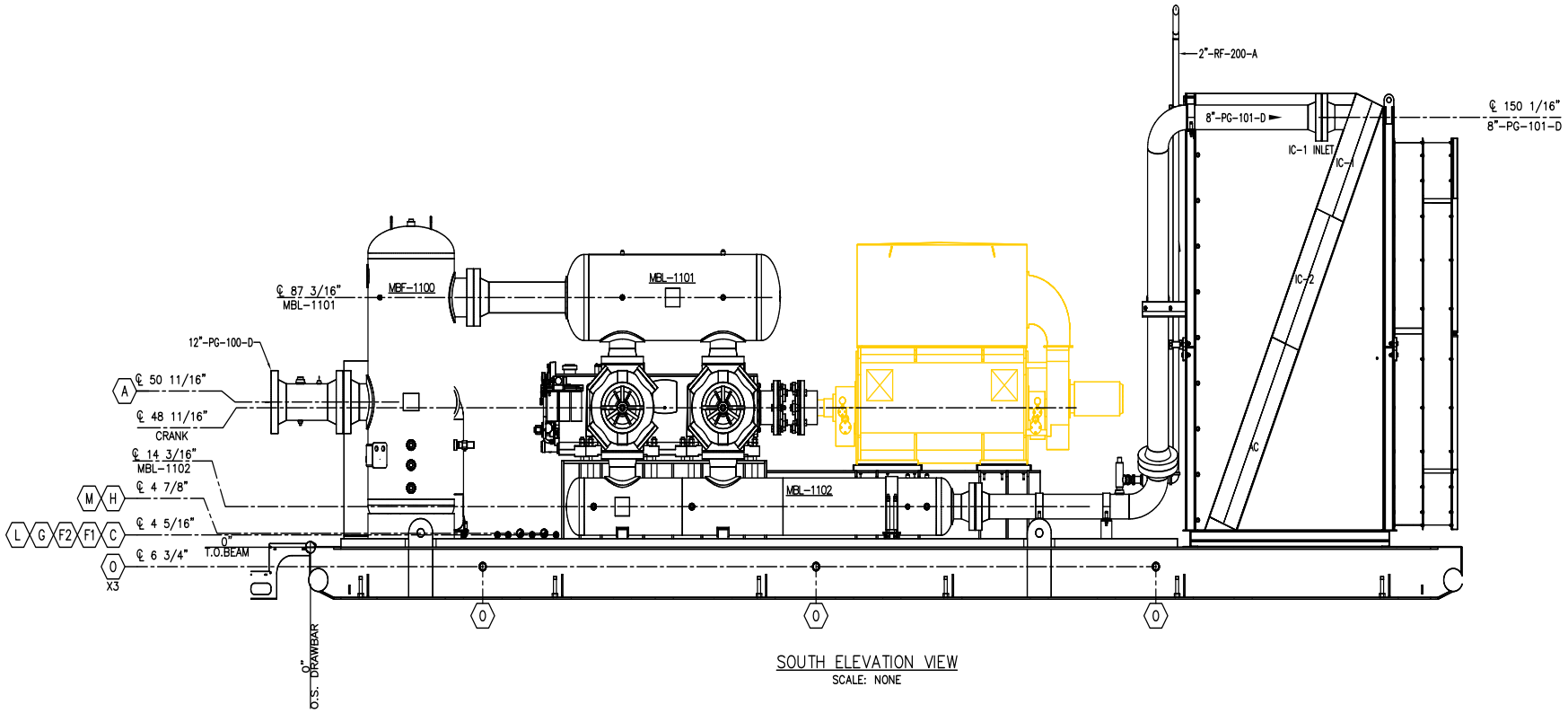
JOB NO.

DRAWING NO. 1-1500HP-KBK4-200

SHEET 1 OF 6

REV 1

PACKET 13.14 May 24, 2022



SOUTH ELEVATION VIEW
SCALE: NONE

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WELDING PROCEEDURES	TOLERANCES	APPROVAL
	CUTS ±1/16"	NAME:
	ANGLES ±1/2"	DATE:
	WELD ASS'Y. ±1/8"	BY:
	DECIMAL DIM. ±.05"	
	BEND DIM. ±1/8"	

NO	REVISION	DATE	BY	CHK
1	ADDED SKID CONNECTION "C"	8/18/21	M.R.	M.T.
0	ISSUED FOR CONSTRUCTION	8/4/21	M.R.	M.T.

KODIAK GAS SERVICES, LLC

CUSTOMER: KODIAK

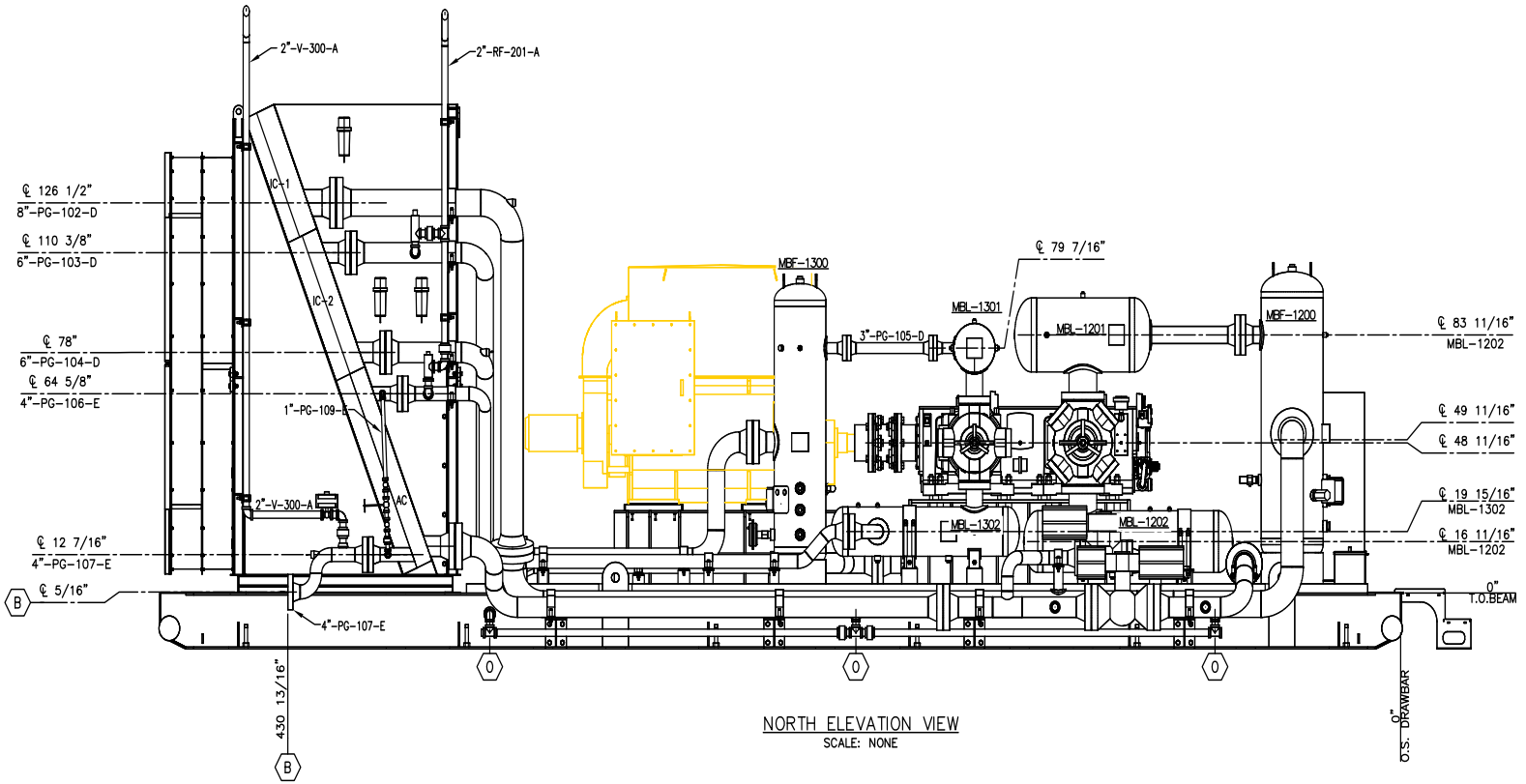
LOCATION:

TITLE: COMPRESSOR PACKAGE GENERAL ARRANGEMENT SOUTH ELEVATION VIEW

P.O. NUMBER: | UNIT NO.:

DRAWN BY	DATE	CHECKED	DATE	SCALE
M.Redden	5/7/21			AS NOTED

JOB NO. | DRAWING NO. 1-1500HP-KBK4-200 | SHEET 2 OF 6 | REV 1



NORTH ELEVATION VIEW
SCALE: NONE

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WELDING PROCEEDURES	TOLERANCES	APPROVAL
	CUTS ±1/16"	NAME:
	ANGLES ±1/2"	DATE:
	WELD ASS'Y. ±1/8"	BY:
	DECIMAL DIM. ±.005"	
	BEND DIM. ±1/8"	

NO	REVISION	DATE	BY	CHK
1	ADDED SKID CONNECTION "C"	8/18/21	M.R.	M.T.
0	ISSUED FOR CONSTRUCTION	8/4/21	M.R.	M.T.

KODIAK GAS SERVICES, LLC

CUSTOMER: KODIAK

LOCATION:

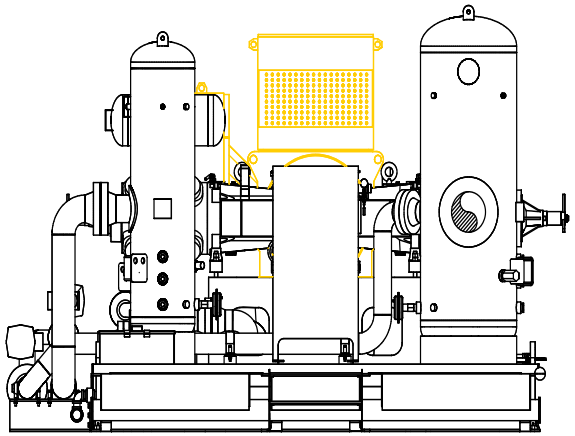
TITLE: COMPRESSOR PACKAGE GENERAL ARRANGEMENT NORTH ELEVATION VIEW

P.O. NUMBER: | UNIT NO.:

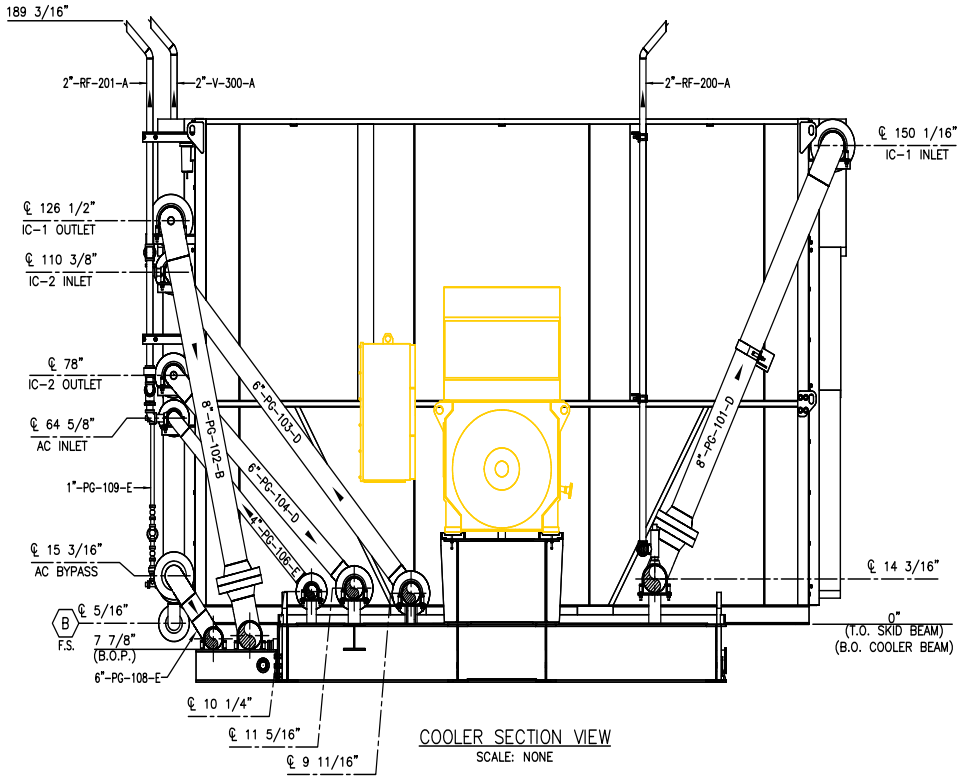
DRAWN BY	DATE	CHECKED	DATE	SCALE
M.Redden	5/7/21			AS NOTED

JOB NO. | DRAWING NO. 1-1500HP-KBK4-200 | SHEET 3 OF 6 | REV 1

PACKET 13.16 May 24, 2022



WEST ELEVATION VIEW
SCALE: NONE



COOLER SECTION VIEW
SCALE: NONE

PACKET

13.17

May 24, 2022

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WELDING PROCEEDURES	TOLERANCES	APPROVAL
	CUTS ±1/16" ANGLES ±1/2" WELD ASS'Y. ±1/8" DECIMAL DIM. ±.005" BEND DIM. ±1/8"	NAME: DATE: BY:

NO	REVISION	DATE	BY	CHK
1	ADDED SKID CONNECTION "C"	8/18/21	M.R.	M.T.
0	ISSUED FOR CONSTRUCTION	8/4/21	M.R.	M.T.

KODIAK GAS SERVICES, LLC

CUSTOMER: KODIAK

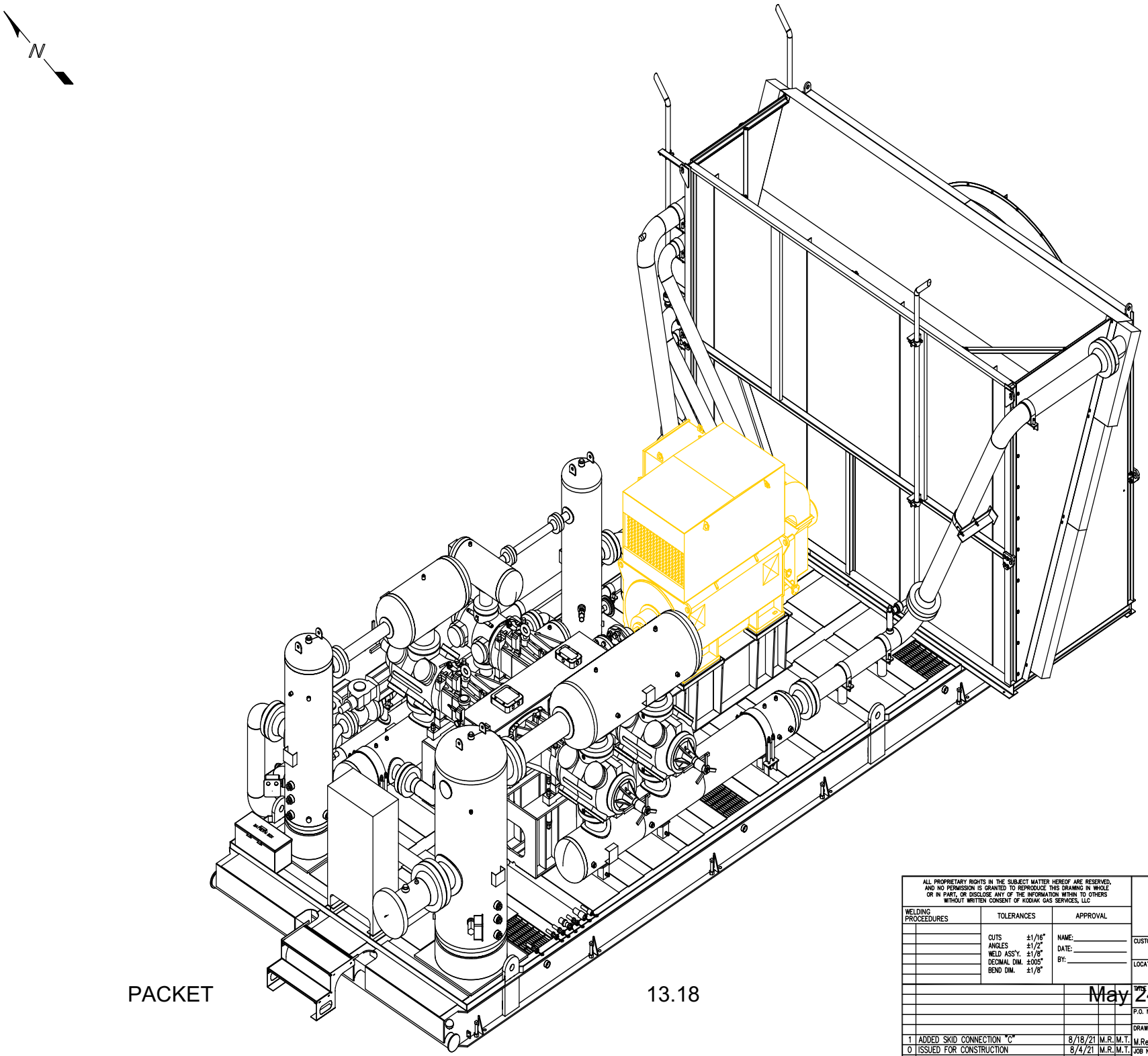
LOCATION:

TITLE: COMPRESSOR PACKAGE GENERAL ARRANGEMENT WEST ELEVATION AND COOLER SECTION VIEW

P.O. NUMBER: | UNIT NO.

DRAWN BY	DATE	CHECKED	DATE	SCALE
M.Redden	5/7/21			AS NOTED

JOB NO. | DRAWING NO. 1-1500HP-KBK4-200 | SHEET 4 OF 6 | REV 1



PACKET 13.18 May 24, 2022

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WELDING PROCEEDURES	TOLERANCES	APPROVAL
	CUTS ±1/16"	NAME:
	ANGLES ±1/2"	DATE:
	WELD ASS'Y. ±1/8"	BY:
	DECIMAL DIM. ±.005"	
	BEND DIM. ±1/8"	

NO	REVISION	DATE	BY	CHK
1	ADDED SKID CONNECTION "C"	8/18/21	M.R.	M.T.
0	ISSUED FOR CONSTRUCTION	8/4/21	M.R.	M.T.

KODIAK GAS SERVICES, LLC

CUSTOMER: KODIAK

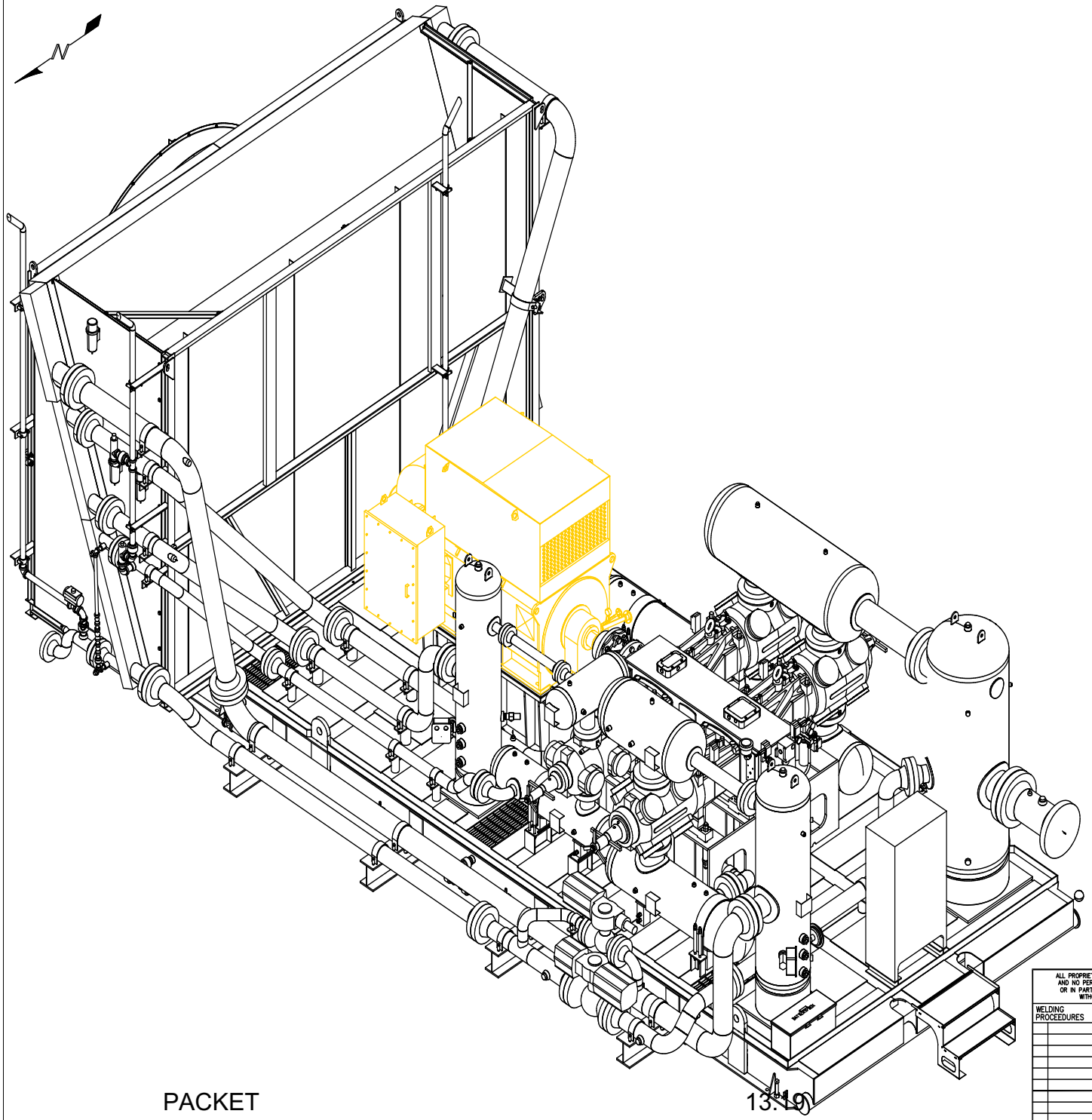
LOCATION:

TITLE: COMPRESSOR PACKAGE GENERAL ARRANGEMENT SOUTHWEST ISOMETRIC VIEW

P.O. NUMBER: | UNIT NO.:

DRAWN BY	DATE	CHECKED	DATE	SCALE
M.Redden	5/7/21			AS NOTED

JOB NO.	DRAWING NO.	SHEET	REV
	1-1500HP-KBK4-200	5 OF 6	1



PACKET

13.19

May 24, 2022

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WELDING PROCEEDURES	TOLERANCES	APPROVAL
	CUTS ±1/16"	NAME:
	ANGLES ±1/2°	DATE:
	WELD ASS'Y. ±1/8"	BY:
	DECIMAL DIM. ±.005"	
	BEND DIM. ±1/8"	

NO	REVISION	DATE	BY	CHK
1	ADDED SKID CONNECTION "C"	8/18/21	M.R.	M.T.
0	ISSUED FOR CONSTRUCTION	8/4/21	M.R.	M.T.

KODIAK GAS SERVICES, LLC

CUSTOMER: KODIAK

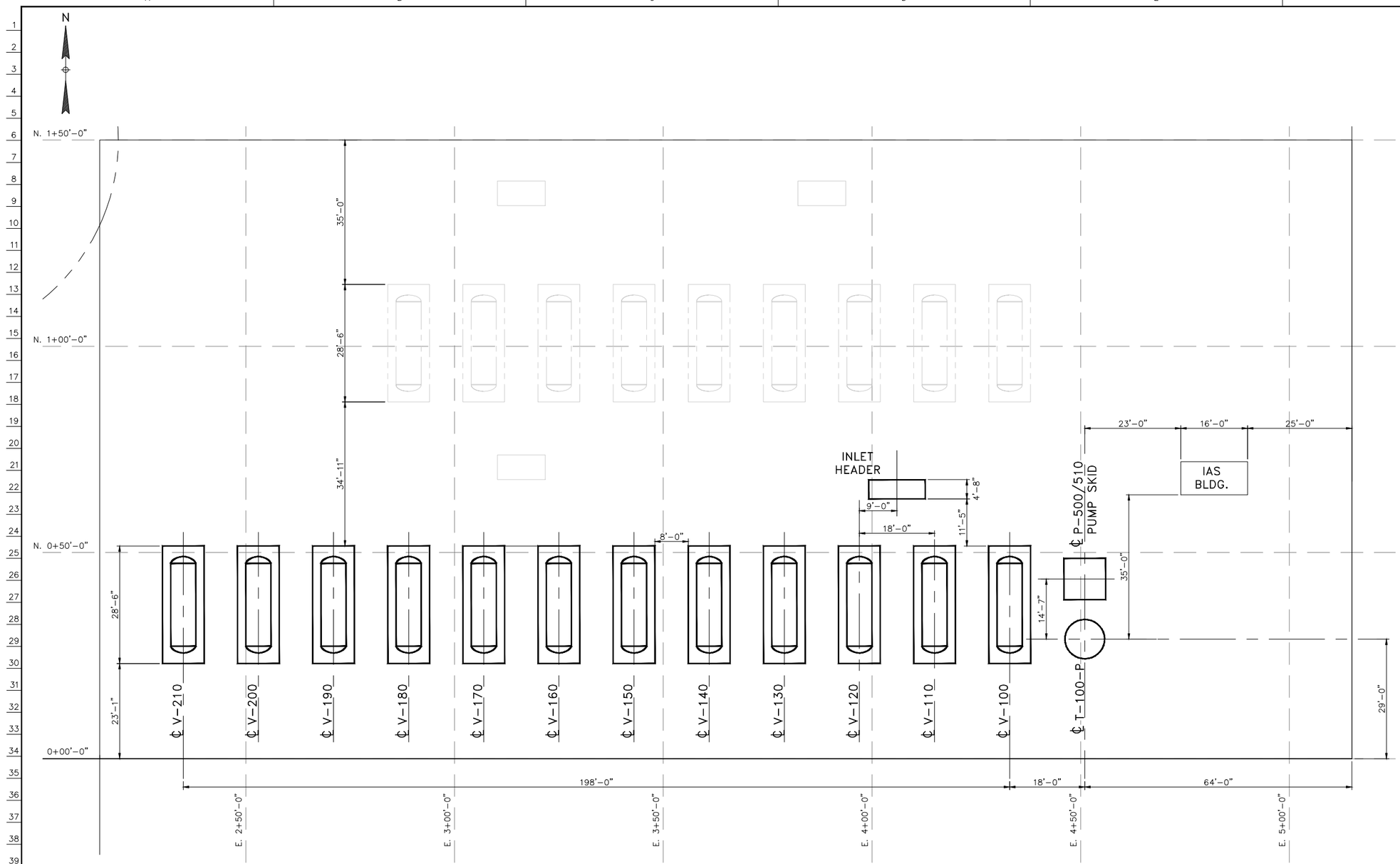
LOCATION:

TITLE: COMPRESSOR PACKAGE GENERAL ARRANGEMENT
NORTHWEST ISOMETRIC VIEW

P.O. NUMBER: | UNIT NO.:

DRAWN BY	DATE	CHECKED	DATE	SCALE
M.Redden	5/7/21			AS NOTED

JOB NO.	DRAWING NO.	SHEET	REV
	1-1500HP-KBK4-200	6 OF 6	1



V-100
PROD SEPARATOR
6'-0" X 20'-0"
3 PH

V-110
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-120
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-130
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-140
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-150
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-160
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-170
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-180
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-190
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-200
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-210
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-220
TEST SEPARATOR
6'-0" X 20'-0"
3 PH (FUTURE)

V-230
TEST SEPARATOR
6'-0" X 20'-0"
3 PH (FUTURE)

V-240
TEST SEPARATOR
6'-0" X 20'-0"
3 PH (FUTURE)

V-250
TEST SEPARATOR
6'-0" X 20'-0"
3 PH (FUTURE)

T-100-P
POP TANK
21'-6" OD X 16'-0" HT
100 BBL

P-500/510
TRANSFER PUMP
2X3X10
RPM: 3600 HP: 75
BPD: XXX

NOTICE

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No.	DATE	REVISIONS	BY	DES.	CKD	APR
A	04/23/18	ISSUED FOR APPROVAL	MV			
B	05/15/18	ISSUED FOR APPROVAL	GS	MV		

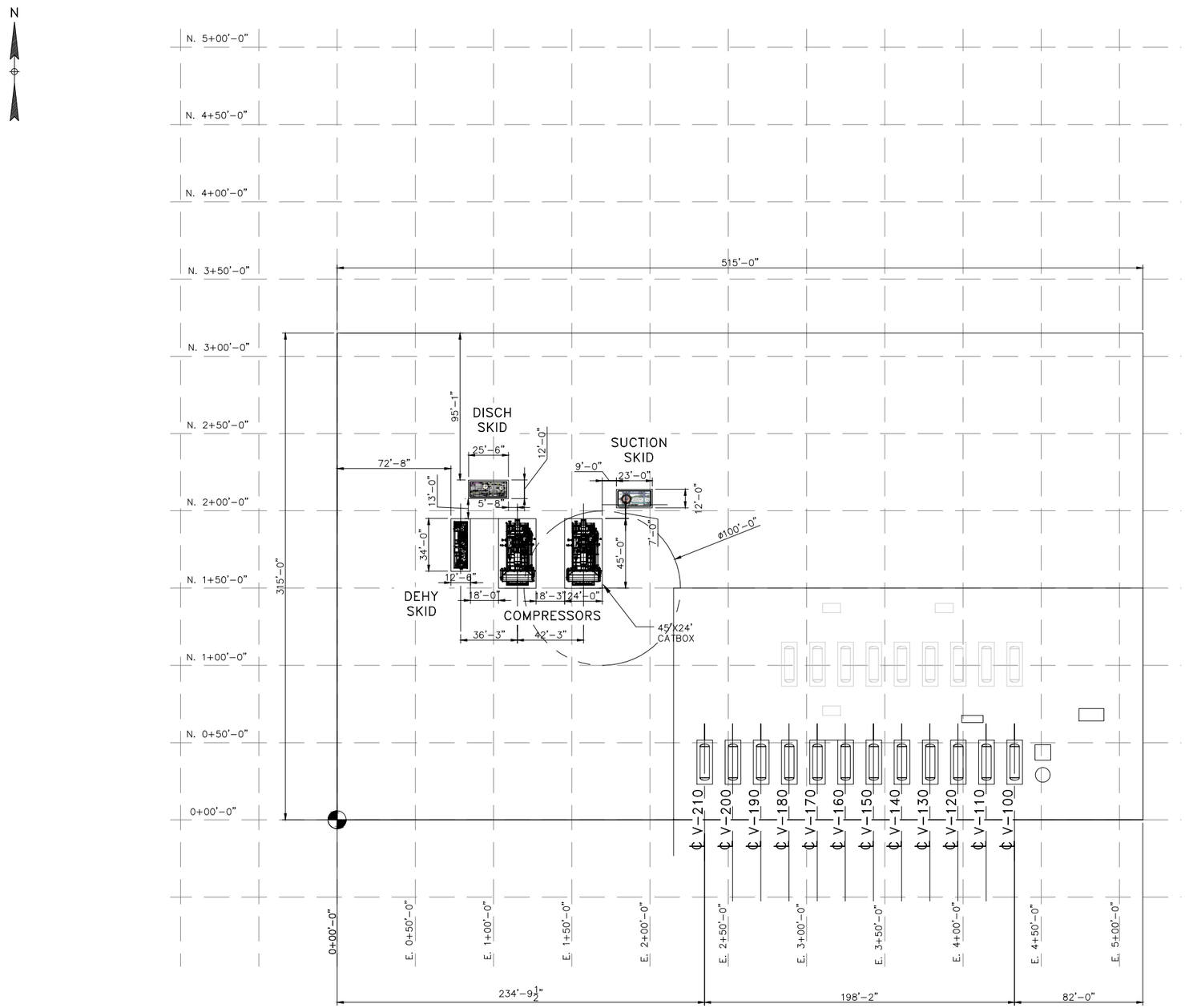
3S Services, LLC
ENGINEERING & CONSTRUCTION
Ph: 432-687-5611 Midland, Texas 79705
WWW.3SSERVICES.COM
TBPE FIRM REG. #13809
NM FIRM REG. #4545320
OKLA FIRM REG. #3712353615

ENGINEERING RECORD	DATE
DRN: JV	01/24/18
CHK:	
APP:	
APP:	
W.O. No.: 8034	
SCALE:	

PARSLEY ENERGY

HOGAN 1-24 SATELLITE #1
PLOT PLAN

DWG. No. 8034-20-200 | CAD FILE: | REV B | PLOT DATE:



V-100
PROD SEPARATOR
6'-0" X 20'-0"
3 PH

V-110
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-120
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-130
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-140
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-150
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-160
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-170
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-180
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-190
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-200
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-210
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

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No.	DATE	REVISIONS	BY	DES.	CKD	APR
–	–	ISSUED FOR REVIEW	GS	MV		

3S Services, LLC
ENGINEERING & CONSTRUCTION
Ph: 432-687-5611 Midland, Texas 79705
WWW.3SSERVICES.COM
TBPE FIRM REG. #13809
NM FIRM REG. #4545320
OKLA FIRM REG. #3712353615

ENGINEERING RECORD	DATE
DRN: JV	01/23/18
CHK:	
APP:	
APP:	
W.O. No.:	
SCALE:	

PARSLEY ENERGY

HOGAN 1-24 SATELLITE #1
OVERALL PLOT PLAN

DWG. No. 8034-20-201 | CAD FILE: | PLOT DATE: | REV –

PACKET
13.21
May 24, 2022

Hogan Satellite Pad Noise Modeling Report

April 11, 2022

Prepared for:

Pioneer Natural Resources
4815 E. Highway 80
Midland, TX 79706

Prepared by:

Behrens and Associates, Inc.
13806 Inglewood Avenue
Hawthorne California, 90250

Simon Kim
Senior Acoustical Consultant

Jason Peetz
Engineering Manager

1. Introduction

The following report provides a compressor noise modeling assessment of the Hogan Satellite Pad in the City of Midland, Texas. The Hogan Satellite pad is located approximately 4,100 east of North Lamesa Road and 1,500 feet north of Loop Frontage Rd in the City of Midland, Texas. There are no known oil and gas related noise standards established in the City of Midland. This report assesses the predicted unmitigated Hogan Satellite pad operational noise levels including a proposed electric compressor at nearby noise receptors. Figure 1-1 identifies the site location.

To assess the predicted noise levels of the compressor, manufacturer sound level performance data of the equipment and archived file data were used. The noise model was developed using SoundPLAN 8.2 software.

The following is provided in this report:

- A brief description of the fundamentals of noise.
- Documentation of the measured ambient noise levels at the project site and neighbors.
- A discussion of the noise modeling methodology
- Analysis of the projected noise impact due to the proposed compressor.

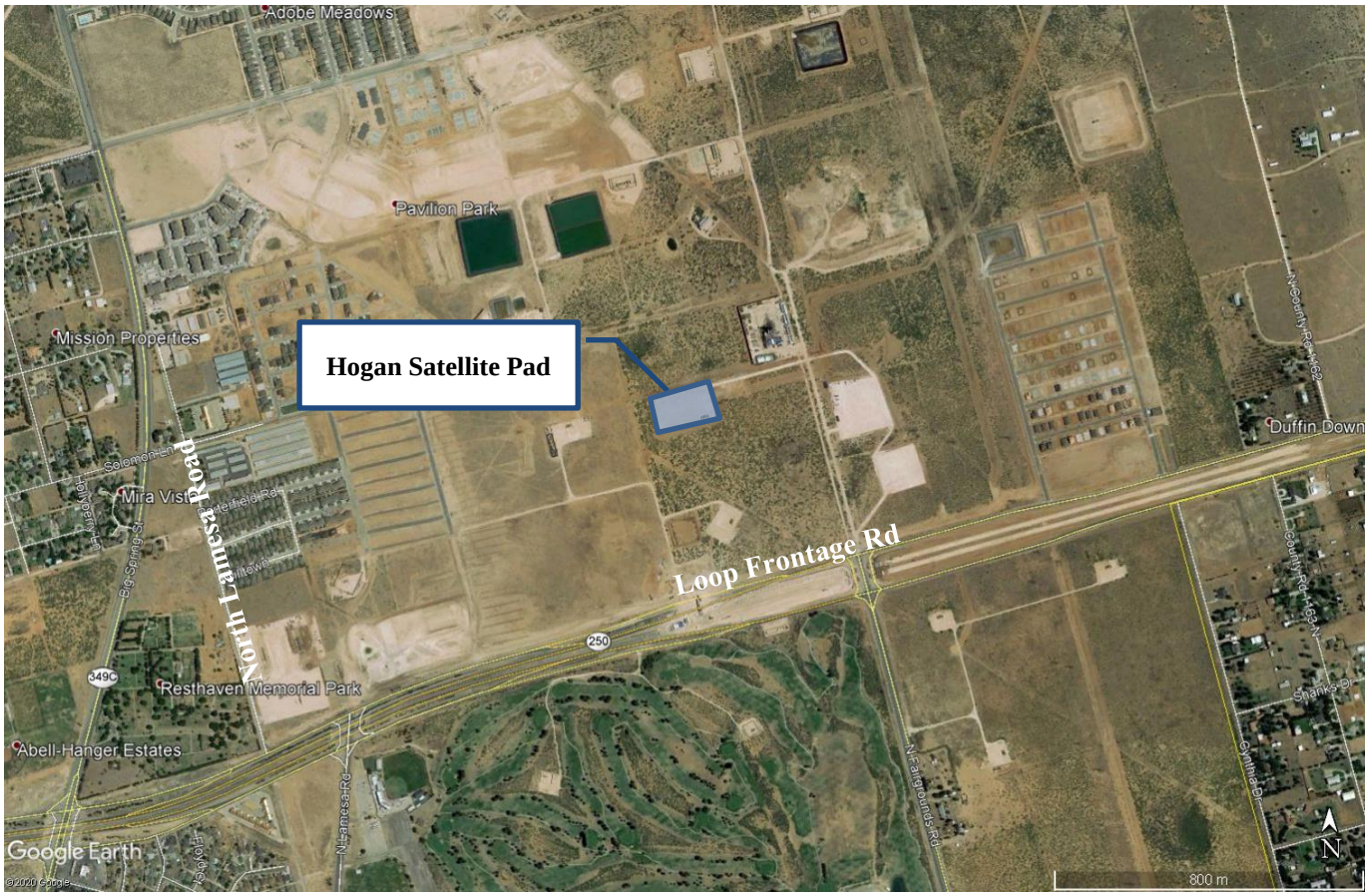


Figure 1-1 Hogan Satellite Pad Location

2. Noise Fundamentals

Sound is most commonly experienced by people as pressure waves passing through air. These rapid fluctuations in air pressure are processed by the human auditory system to produce the sensation of sound. The rate at which sound pressure changes occur is called the frequency. Frequency is usually measured as the number of oscillations per second or Hertz (Hz). Frequencies that can be heard by a healthy human ear range from approximately 20 Hz to 20,000 Hz. Toward the lower end of this range are low-pitched sounds, including those that might be described as a "rumble" or "boom". At the higher end of the range are high-pitched sounds that might be described as a "screech" or "hiss".

Environmental noise generally derives, in part, from a combination of distant noise sources. Such sources may include common experiences such as distant traffic, wind in trees, and distant industrial or farming activities. These distant sources create a low-level "background noise" in which no particular individual source is identifiable. Background noise is often relatively constant from moment to moment, but varies slowly from hour to hour as natural forces change or as human activity follows its daily cycle.

Superimposed on this low-level, slowly varying background noise is a succession of identifiable noisy events of relatively brief duration. These events may include the passing of single-vehicles, aircraft flyovers, screeching of brakes, and other short-term events. The presence of these short-term events causes the noise level to fluctuate. Typical indoor and outdoor A-weighted sound levels are shown in Figure 2-1. Detailed acoustical definitions have been provided in Appendix B – Glossary of Acoustical Terms.

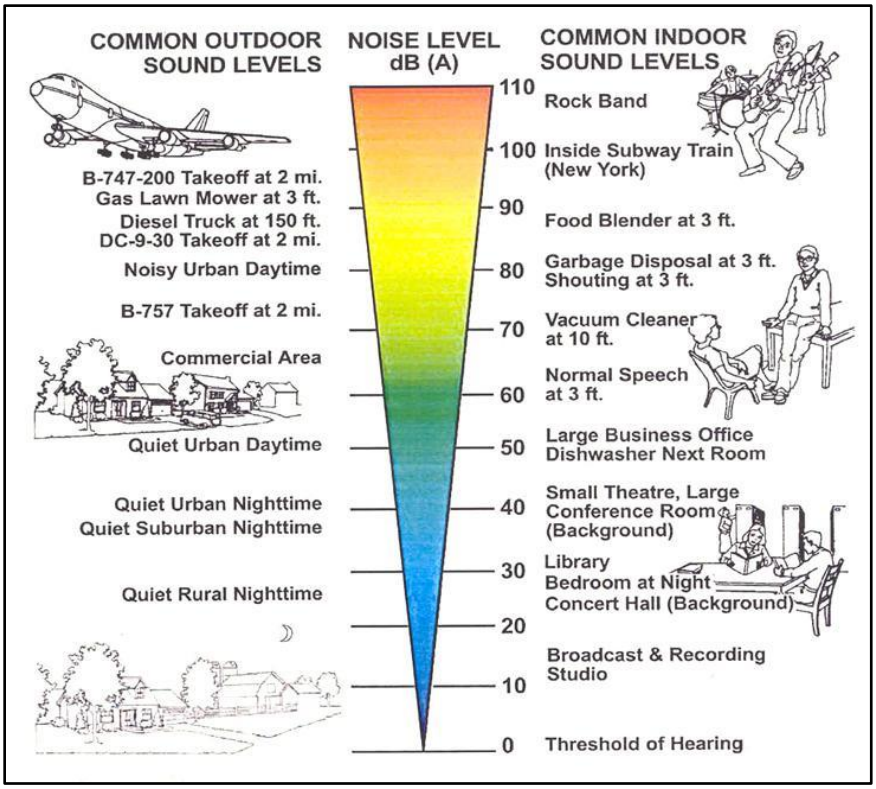


Figure 2-1 Typical Indoor and Outdoor A-Weighted Sound Levels

2.1 Relative Loudness of Environmental Noise

The relative loudness of environmental noise correlates a decibel change in sound levels with a perceived relative loudness as shown in Table 2-1. The sound level change is applicable in the field as opposed to a quiet laboratory environment where smaller sound level differences could be perceived. A decrease of 10 dB is perceived as half as loud and similarly a decrease of 20 dB is perceived as ¼ as loud. Sound level increases are perceived similarly, with a 10 dB increase perceived as a doubling of loudness and a 20 dB increase perceived as 4 times as loud.

Table 2-1 FHWA Relative Loudness of Environmental Noise

Sound Level Change	Relative Loudness	Acoustic Energy Loss
0 dB(A)	Reference	0
-3 dB(A)	Barely Perceptible Change	50%
-5 dB(A)	Readily Perceptible Change	67%
-10 dB(A)	Half as Loud	90%
-20 dB(A)	1/4 as Loud	99%
-30 dB(A)	1/8 as Loud	99.9%

*Table adapted from FHWA Highway Traffic Noise: Analysis and Abatement Guidance, revised December 2010.

3. Ambient Noise Level Survey

3.1 Ambient Noise Level Survey Procedure

To evaluate the existing ambient noise levels at the project site and the adjacent areas prior to any operational activity at the site, an ambient noise level survey was conducted.

The equipment utilized in the survey is detailed in Table 3-1. The measurement locations utilized in the survey are shown in Figure 3-1.

Table 3-1 Ambient Noise Level Survey Instrumentation

Item	Quantity	Equipment	Serial Number
Sound Level Meter	4	SVANTEK SV 971 Sound Level Meter	40386, 44598, 51622, 61564
Calibrator	1	Quest Technologies QC-10 Calibrator	QI9040120

The sound meters were deployed from Thursday, March 2 through Friday, March 3, 2022 at the four measurement locations. Measurements were conducted for 24 hours at each location. The sound level meters were programed to continuously measure and record A-weighted L_{eq} sound levels.

3.2 Ambient Noise Level Survey Results

The results of the ambient noise level survey are presented as hourly average (1-hour LA_{eq}) sound levels from Figure 3-2 to Figure 3-5 and in Table 3-2.

All sound levels are reported utilizing the A-weighted (dBA) decibel scale. The A-weighted filter is applied to instrument-measured sound levels in the effort to account for the relative loudness perceived by the human ear. As the human ear is less sensitive to low frequencies, the A-weighted filter correspondingly discounts low frequency sound observed during measurements and is widely utilized for environmental noise measurements.

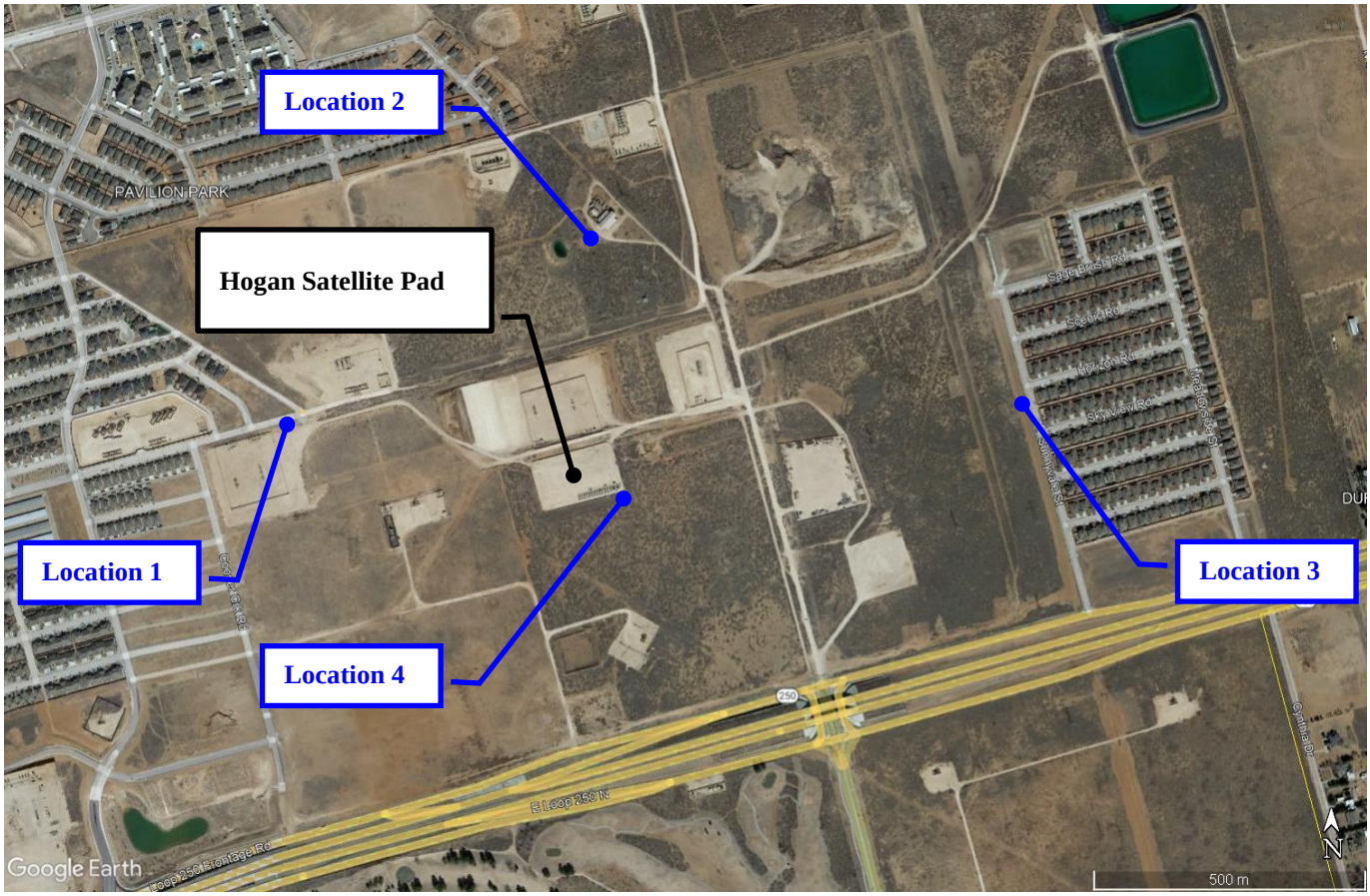


Figure 3-1 Ambient Noise Level Survey Locations

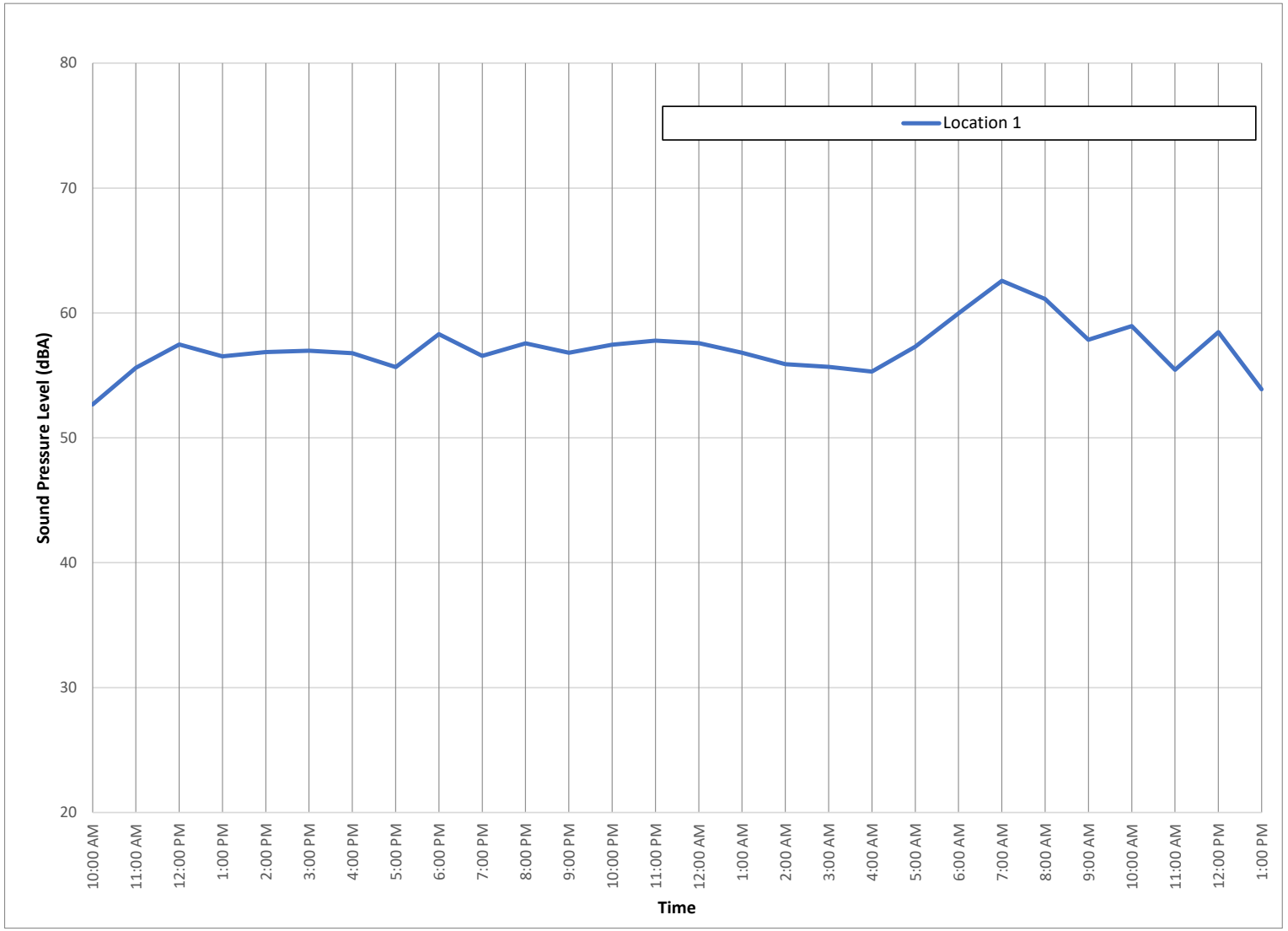


Figure 3-2 Ambient Noise Level Survey Data – Location 1

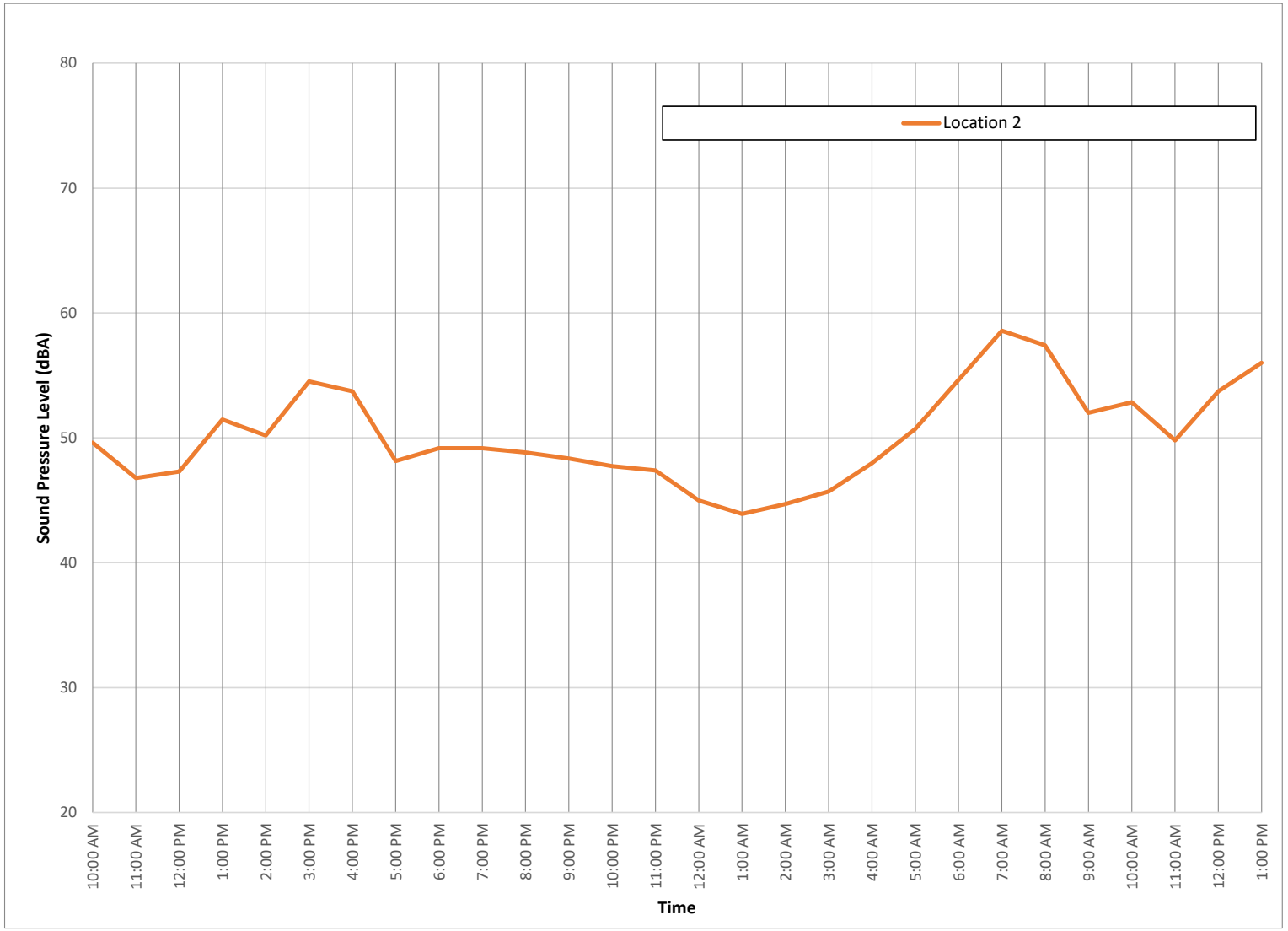


Figure 3-3 Ambient Noise Level Survey Data – Location 2

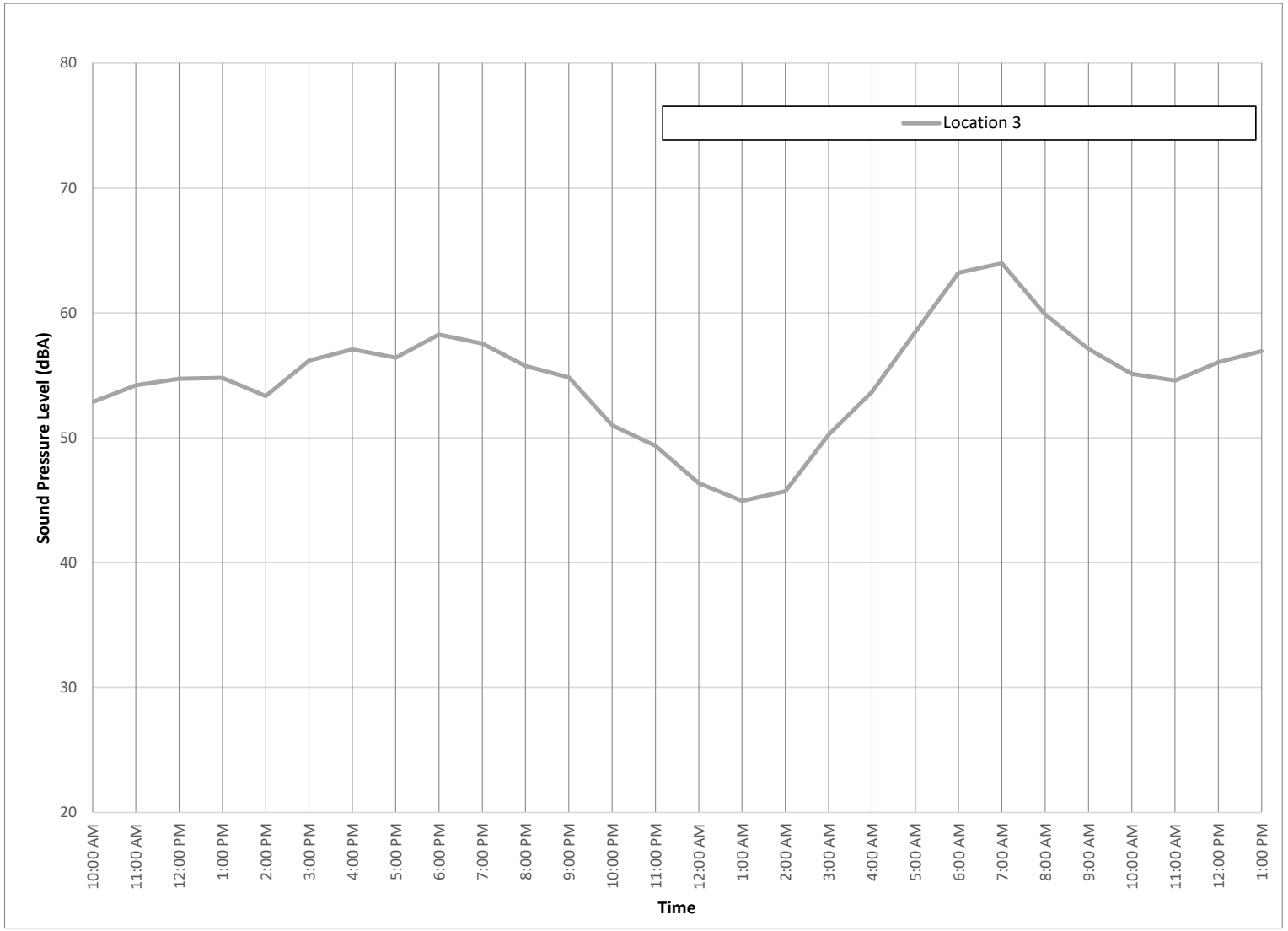


Figure 3-4 Ambient Noise Level Survey Data – Location 3

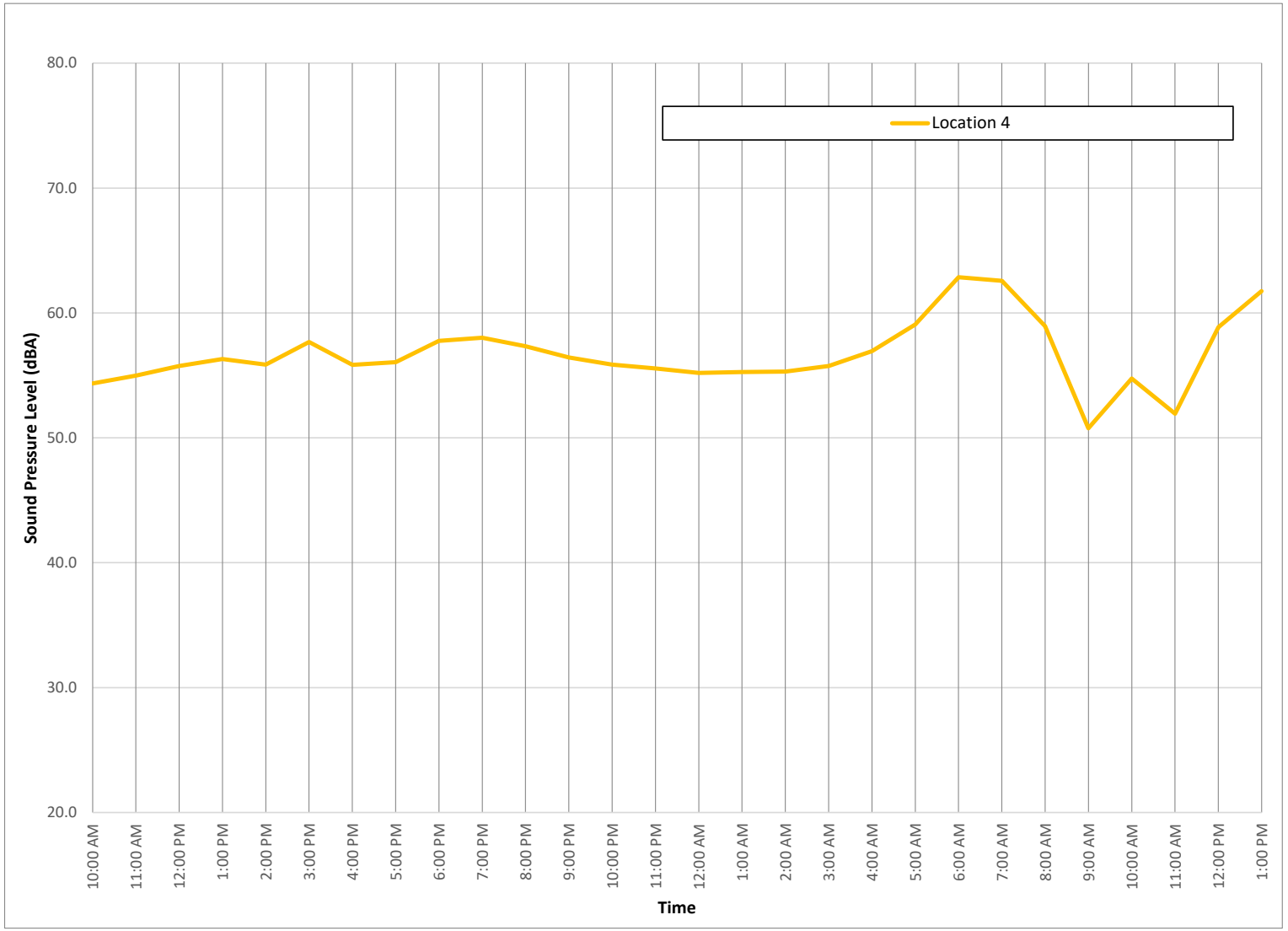


Figure 3-5 Ambient Noise Level Survey Data – Location 4

Table 3-2 Measured Ambient Noise Level Data

Time	Location 1	Location 2	Location 3	Location 4
10:00 AM	52.7	49.6	52.9	54.4
11:00 AM	55.6	46.8	54.2	55.0
12:00 PM	57.5	47.3	54.7	55.8
1:00 PM	56.5	51.5	54.8	56.3
2:00 PM	56.9	50.2	53.4	55.9
3:00 PM	57.0	54.5	56.2	57.7
4:00 PM	56.8	53.7	57.1	55.8
5:00 PM	55.7	48.2	56.4	56.1
6:00 PM	58.3	49.2	58.3	57.8
7:00 PM	56.6	49.2	57.6	58.0
8:00 PM	57.6	48.8	55.8	57.3
9:00 PM	56.8	48.3	54.8	56.4
10:00 PM	57.5	47.7	51.0	55.9
11:00 PM	57.8	47.4	49.4	55.6
12:00 AM	57.6	45.0	46.4	55.2
1:00 AM	56.8	43.9	45.0	55.3
2:00 AM	55.9	44.7	45.7	55.3
3:00 AM	55.7	45.7	50.3	55.8
4:00 AM	55.3	48.0	53.7	56.9
5:00 AM	57.3	50.7	58.5	59.1
6:00 AM	60.0	54.6	63.2	62.9
7:00 AM	62.6	58.6	64.0	62.6
8:00 AM	61.1	57.4	59.9	59.0
9:00 AM	57.9	52.0	57.1	50.8
10:00 AM	59.0	52.8	55.1	54.8
11:00 AM	55.5	49.8	54.6	51.9
12:00 PM	58.5	53.7	56.1	58.9
1:00 PM	53.9	56.0	56.9	61.8

Based on the measured ambient noise level data, the noise levels range between 52 dBA and 63 dBA at Location 1, between 43 dBA to 59 dBA at Location 2, between 45 dBA to 64 dBA at Location 3, and between 50 dBA to 63 dBA at Location 4.

4. Hogan Satellite Pad Noise Modeling

4.1 Noise Modeling Methodology

The noise modeling was completed with use of three-dimensional computer noise modeling software. All models in this report were developed with SoundPLAN 8.2 software using the ISO 9613-2 standard. Noise levels are predicted based on the locations, noise levels and frequency spectra of the noise sources, and the geometry and reflective properties of the local terrain, buildings and barriers. To ensure a conservative assessment and compliance with ISO 9613-2 standards, light to moderate winds are assumed to be blowing from the source to receptor.

The equipment sound level data used in the Hogan Satellite pad modeling is from manufacturer data, archived data of similar size equipment, and calculated data. The predicted modeling results are dependent on the modeled equipment layout (Figure 4-1) which was provided by Pioneer Natural Resources. Table 4-1 lists the sound power levels of the modeled equipment.

Table 4-1 Equipment Modeled for Hogan Satellite Pad

Quantity	Equipment	Individual Sound Power Level (dBA)
2	Motor Air-intake	103.5
2	Electric Motor	101.0
2	Cooling Outlet	100.8
2	Cooling Fan	111.8
2	Cooling Fan with Silencer*	80.7

*The cooling fan with silencer replaces the cooling fan in the mitigated models

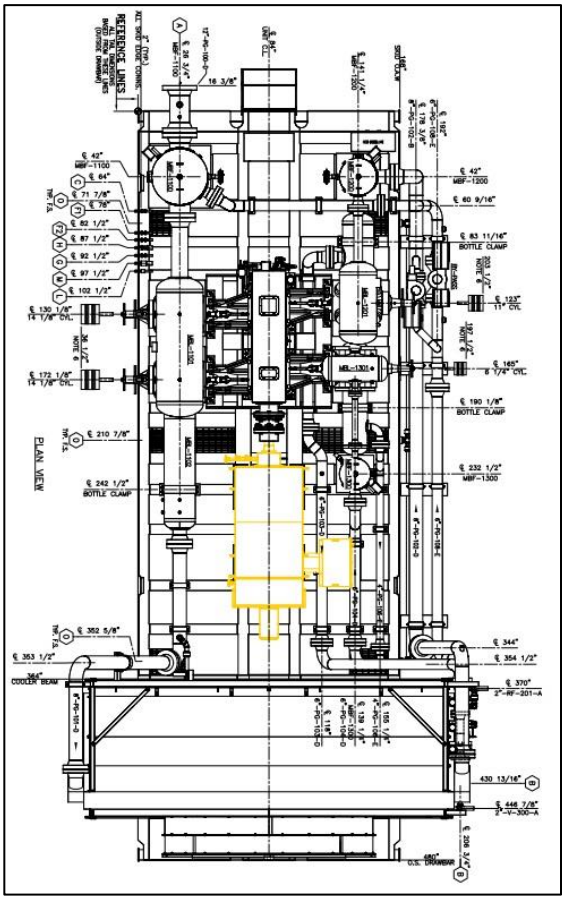


Figure 4-1 Electric Compressor Package Layout

4.2 Noise Receptors

The noise receptors have been chosen to assess the noise impact of the Hogan Satellite compression operations. Receptor locations were chosen at the closest residential property lines of the nearest properties to the Hogan Satellite pad. Figure 4-2 shows the noise receptor locations.

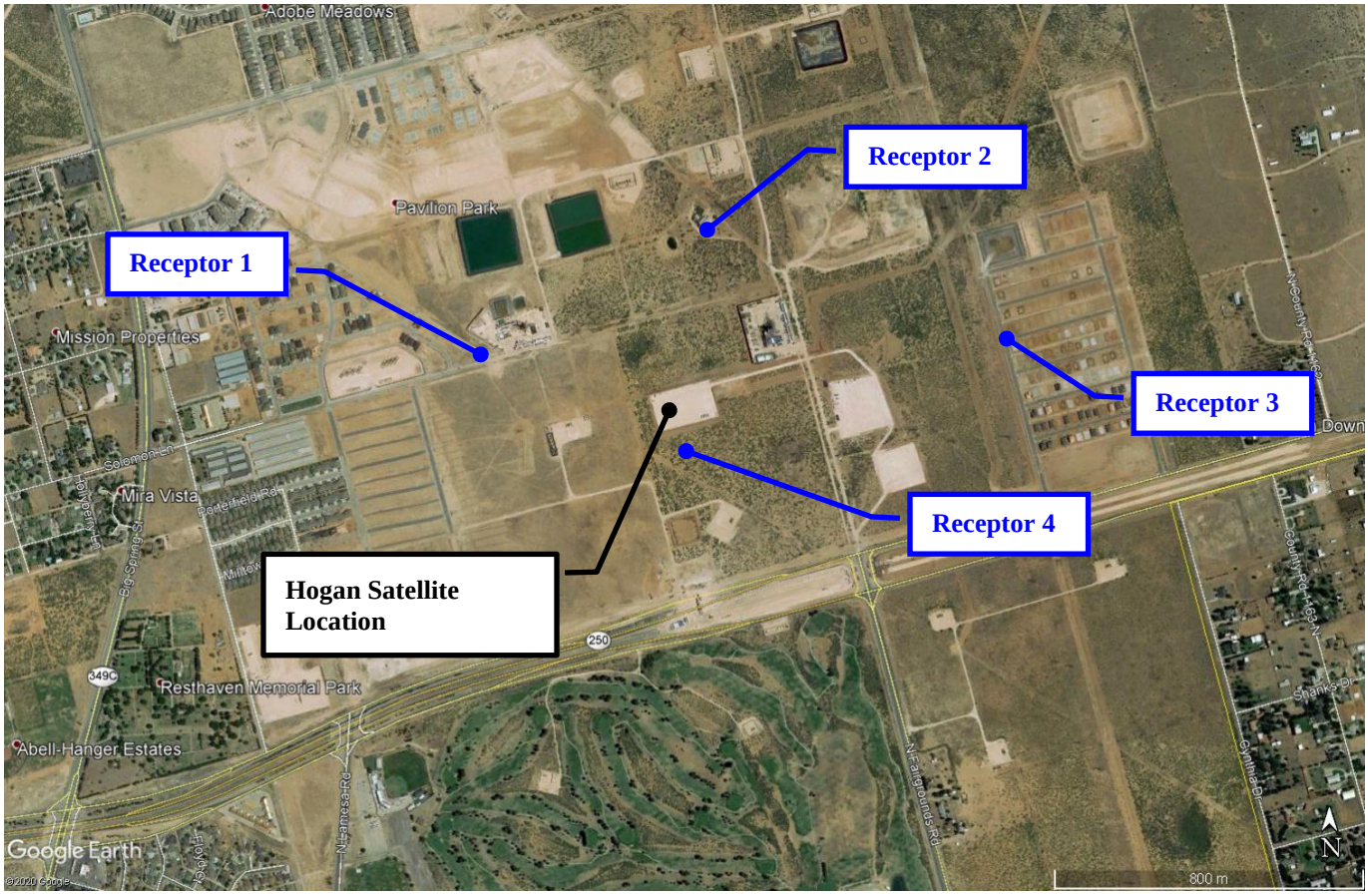


Figure 4-2 Noise Receptor Locations

Table 4-2 Receptor

Location	Receptor
Receptor 1	Northwestern Property
Receptor 2	Northern Property
Receptor 3	Eastern Property
Receptor 4	Southern Property (Possible future development)

4.3 Unmitigated Noise Modeling Results

The proposed compressor will be operational at the 24-hours a day with no difference between daytime and nighttime activities. As such, a compressor model was constructed to predict the constant, steady-state noise levels at the site.

The results of the unmitigated noise modeling are presented in Table 4-3. The calculated noise levels represent only the contribution of the compressor operation and do not include ambient noise. Actual field sound level measurements may vary from the modeled noise levels due to other noise sources such as traffic, other human activity, or environmental factors.

Table 4-3 Unmitigated Noise Modeling Results (dBA)

Location	Unmitigated Noise Level
Receptor 1	36.1
Receptor 2	42.8
Receptor 3	37.1
Receptor 4	67.4

The results of the noise modeling are also shown as noise contour map in Figure 4-3. The noise contours are provided in 5 dB increments with the color scale indicating the sound level of each contour.

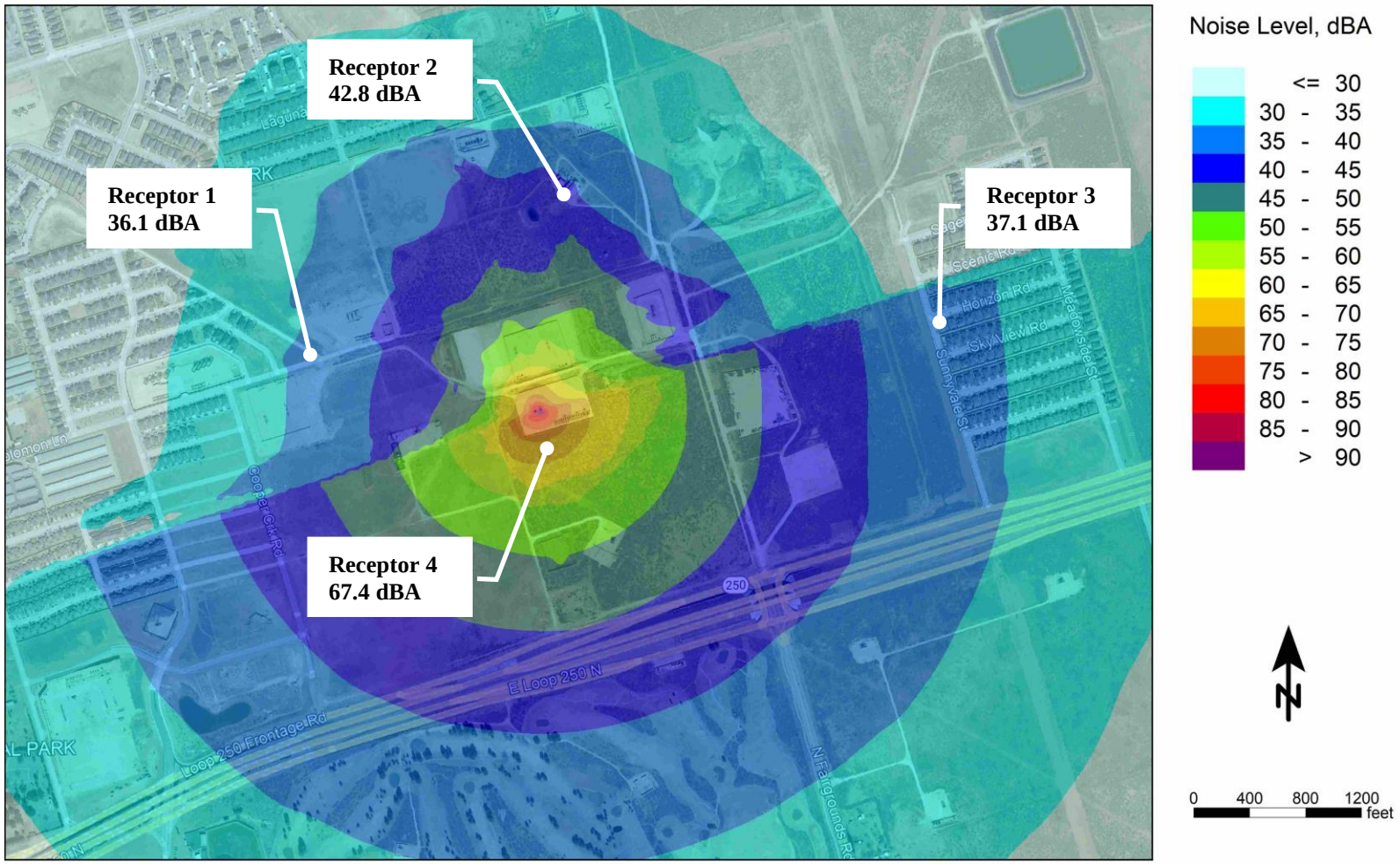


Figure 4-3 Unmitigated Proposed Hogan Satellite Compressor Noise Contour Map (dBA)

4.4 Modeled Mitigation

Based on the unmitigated noise model results, an acoustical wall layout was developed and modeled. The following noise mitigation option was modeled.

- A total of 200 linear feet of 16-foot-high, Sound Transmission Class (STC) 40 permanent acoustical barrier wall installed on the partial north, west and south sides of the compressor and ducted silencers installed on the cooling fans

The mitigation layout is shown in Figure 4-4. Appendix A contains example photographs of similar mitigation utilized in similar projects.

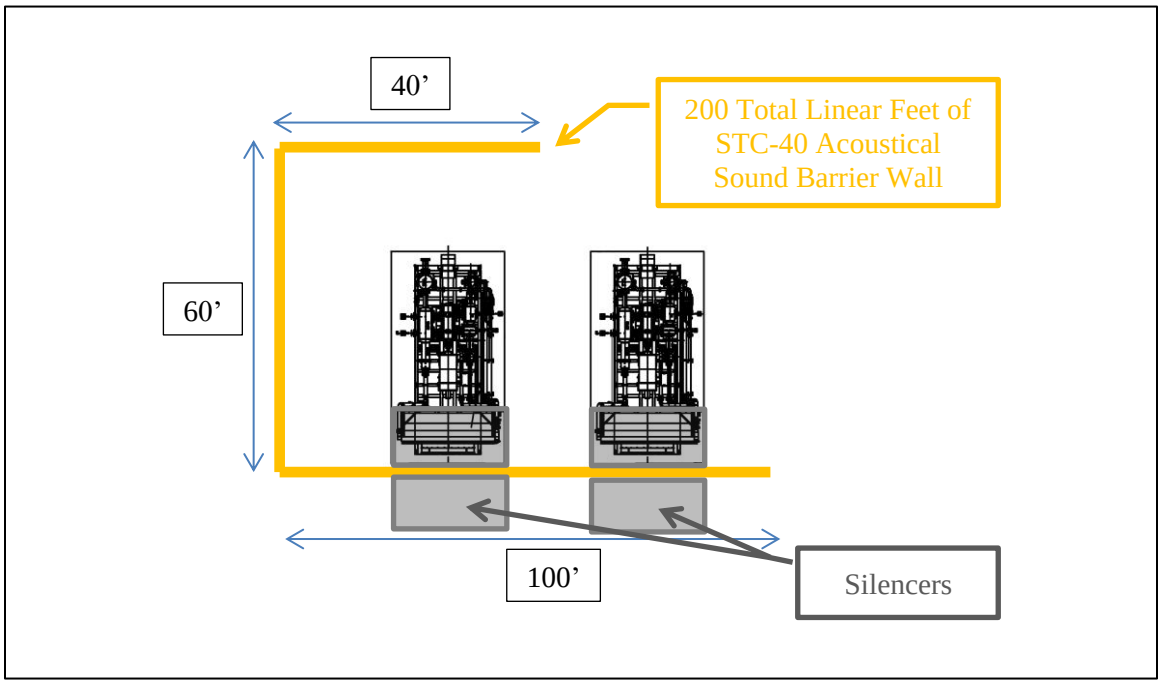


Figure 4-4 Noise Mitigation Layout

4.5 Mitigated Noise Modeling Results

The results of the mitigated noise modeling are presented in Table 4-4. The calculated noise levels represent only the contribution of the compressor operation and do not include ambient noise. Actual field sound level measurements may vary from the modeled noise levels due to other noise sources such as traffic, other human activity, or environmental factors.

Table 4-4 Mitigated Noise Modeling Results (dBA)

Location	Unmitigated Noise Level	Mitigated Noise Level
Receptor 1	36.1	29.0
Receptor 2	42.8	38.9
Receptor 3	37.1	28.3
Receptor 4	67.4	52.1

The results of the noise modeling are also shown as noise contour map in Figure 4-5. The noise contours are provided in 5 dB increments with the color scale indicating the sound level of each contour.

Figure 4-6 through Figure 4-9 show comparisons of the summations of the predicted noise levels and the measured ambient data at each location.

Generally, 3 dB(A) or less incremental noise increase is considered to be below the threshold of perception (See Table 2-1). The combination of the measured ambient noise level and the predicted mitigated compressor operational noise level at each receptor will result 3 dBA or less noise level increase any time of the day or night. Therefore, the impact of the proposed operations can be classified as “non-perceptible” at the receptor locations.

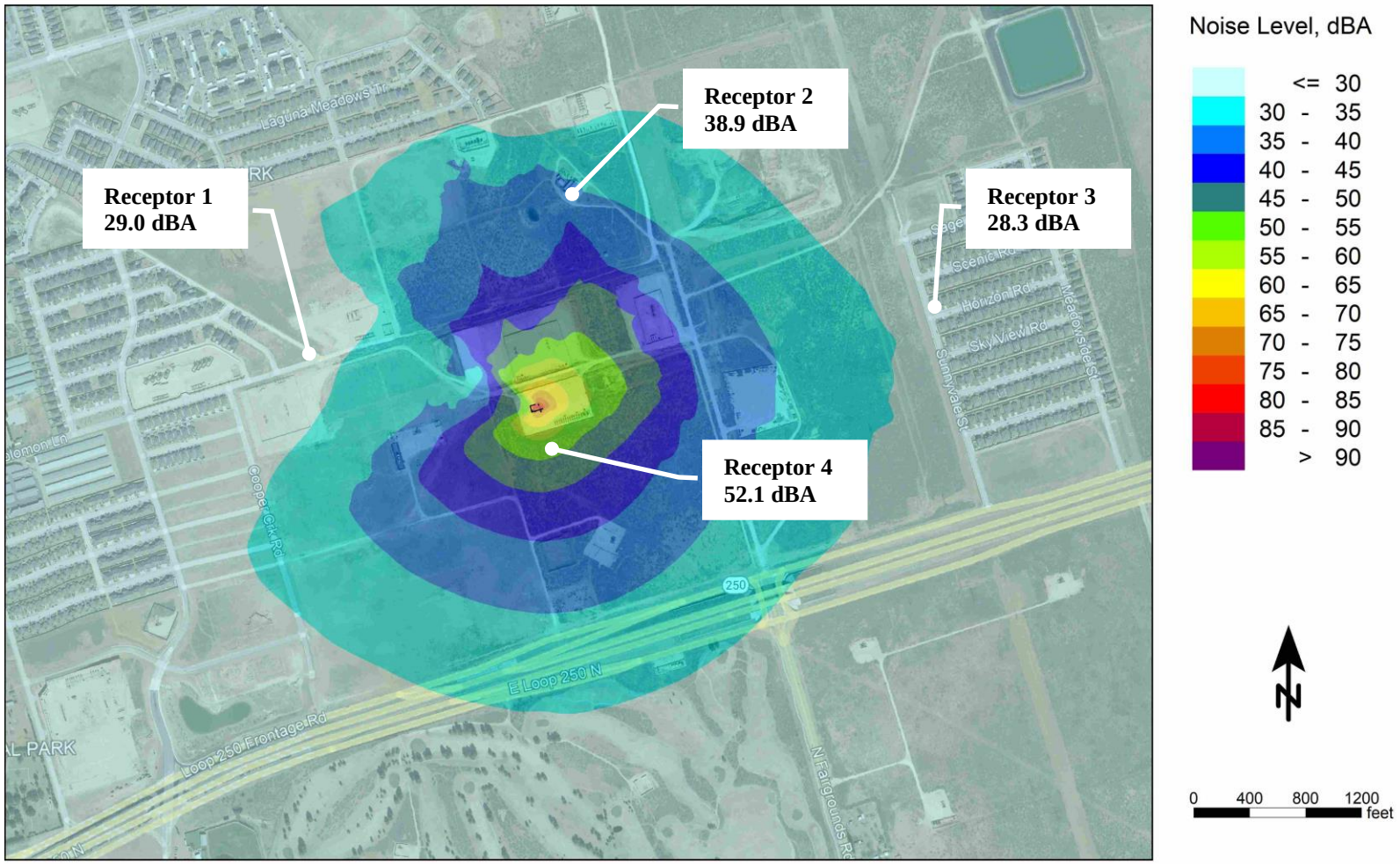


Figure 4-5 Migitated Proposed Hogan Satellite Compressor Noise Contour Map (dBA)

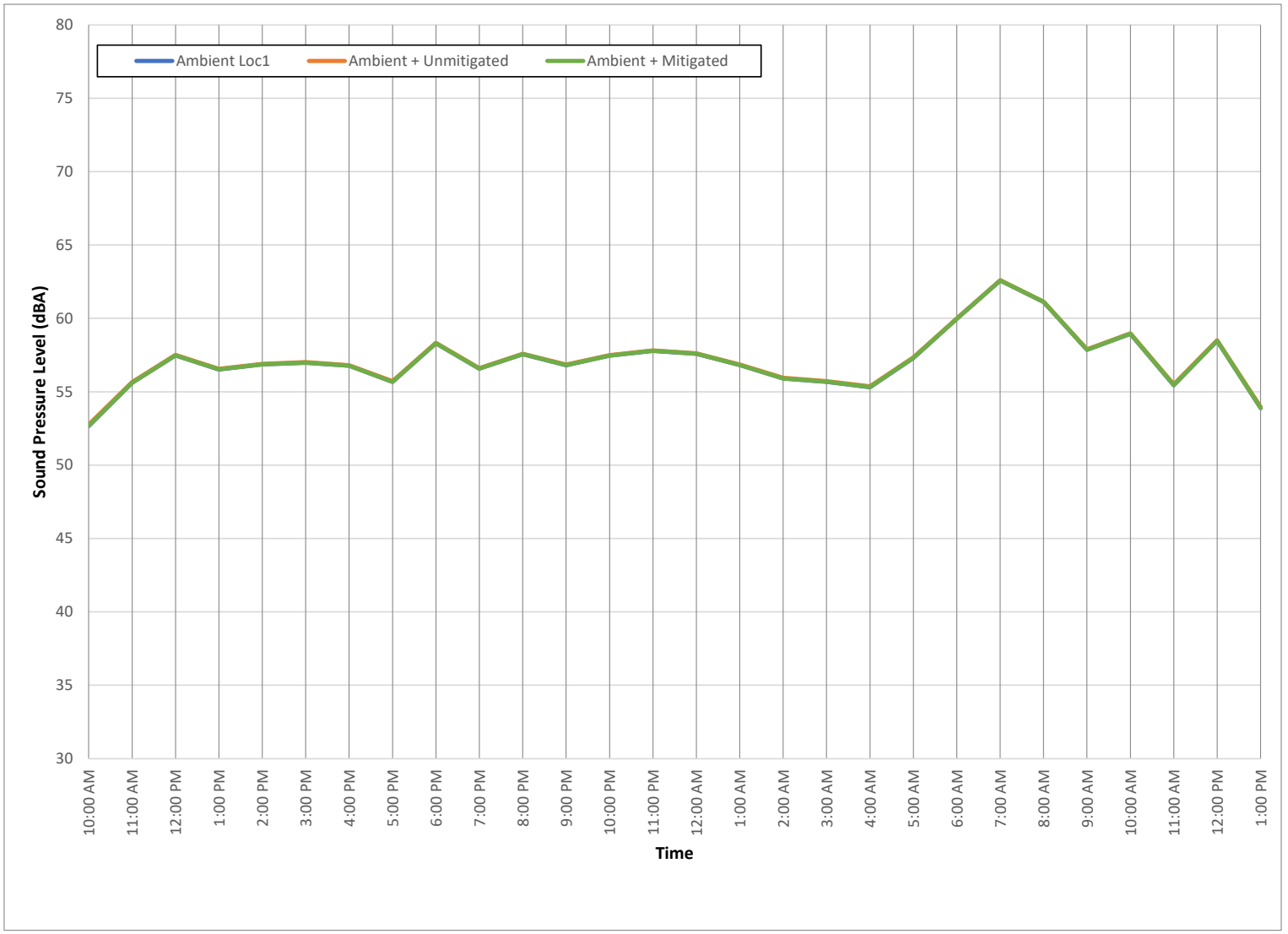


Figure 4-6 Summation of Predicted Noise Levels and Measured Ambient at Location 1 (Receptor 1)

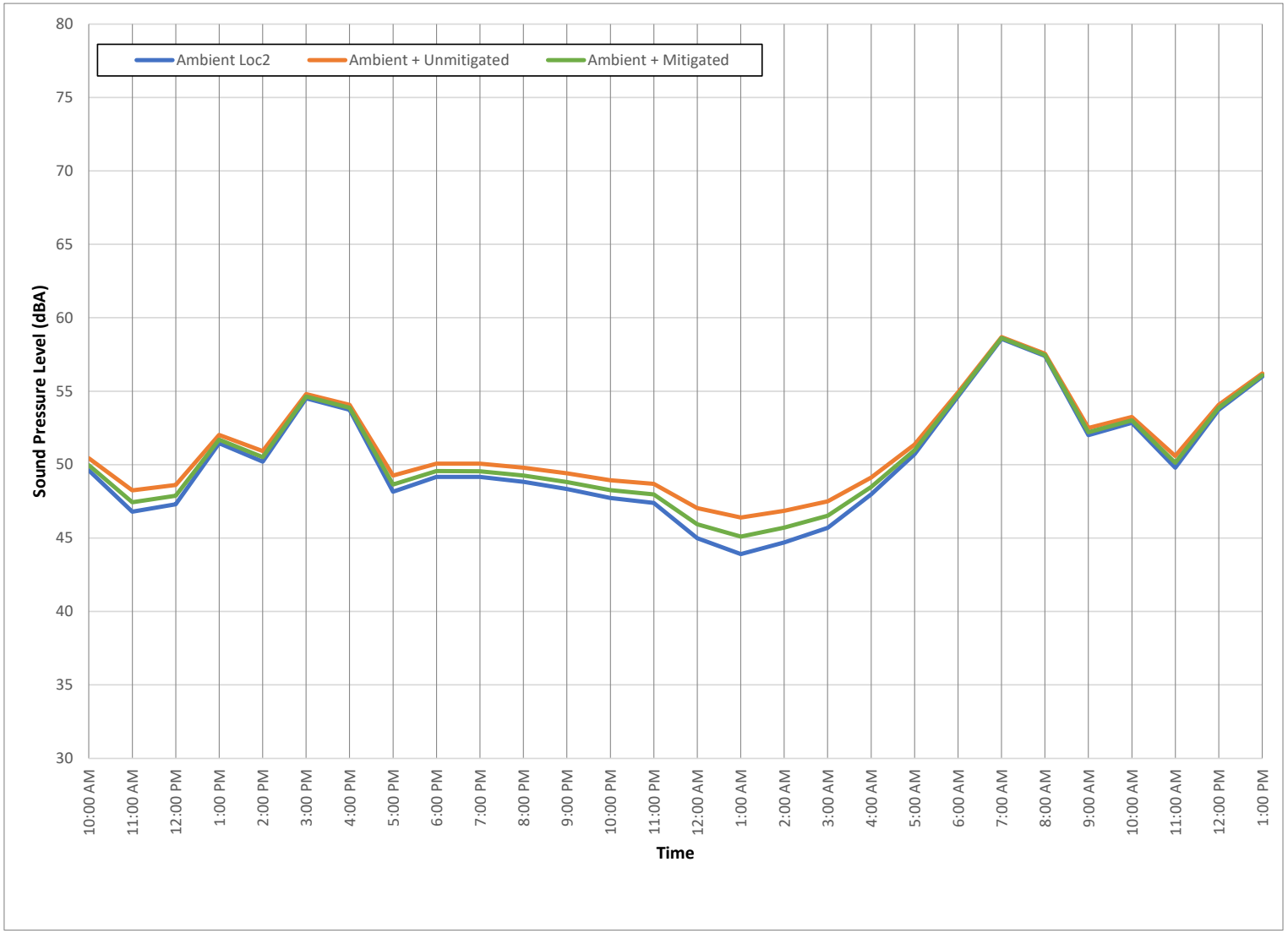


Figure 4-7 Summation of Predicted Noise Levels and Measured Ambient at Location 2 (Receptor 2)

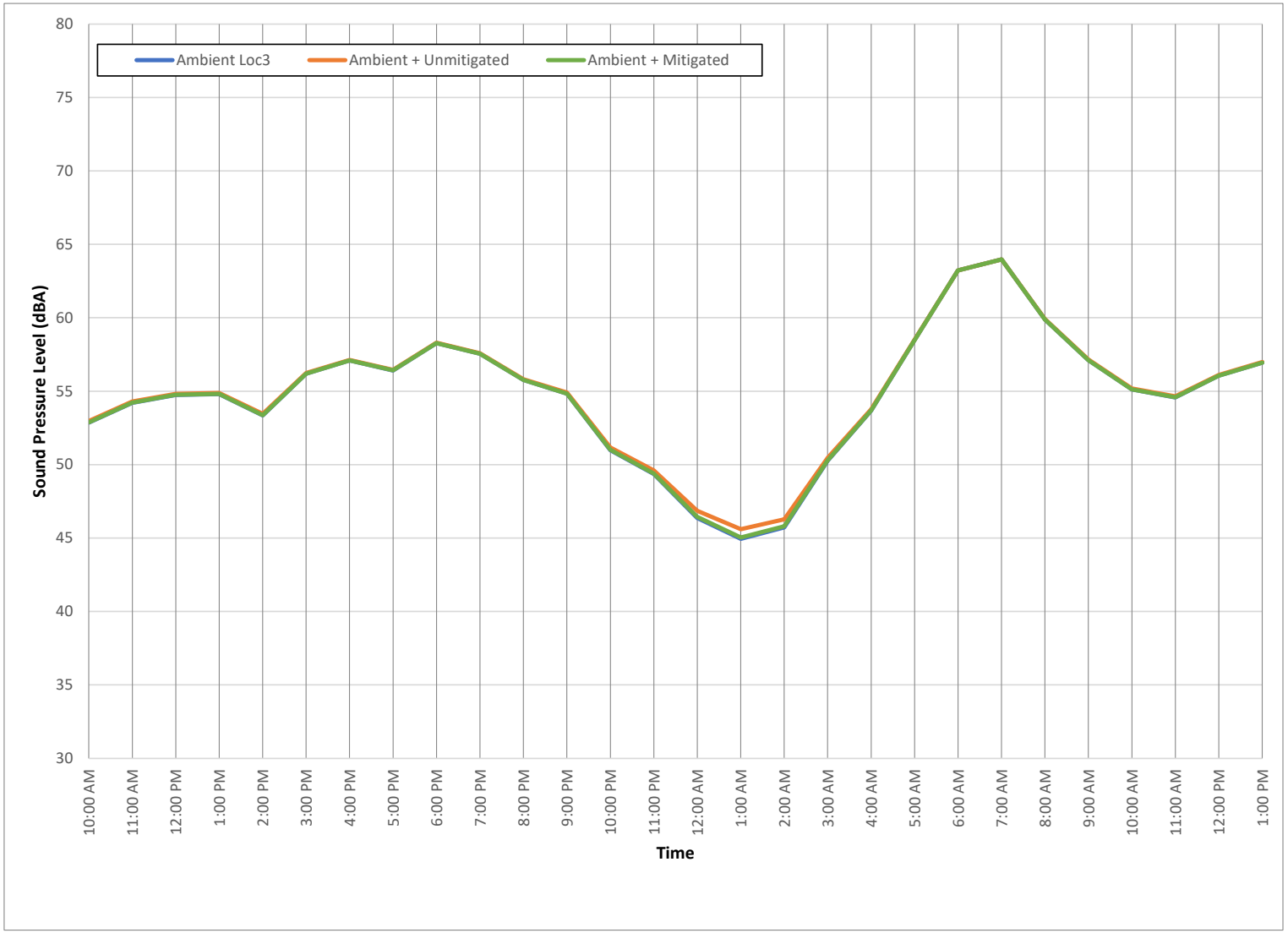


Figure 4-8 Summation of Predicted Noise Levels and Measured Ambient at Location 3 (Receptor 3)

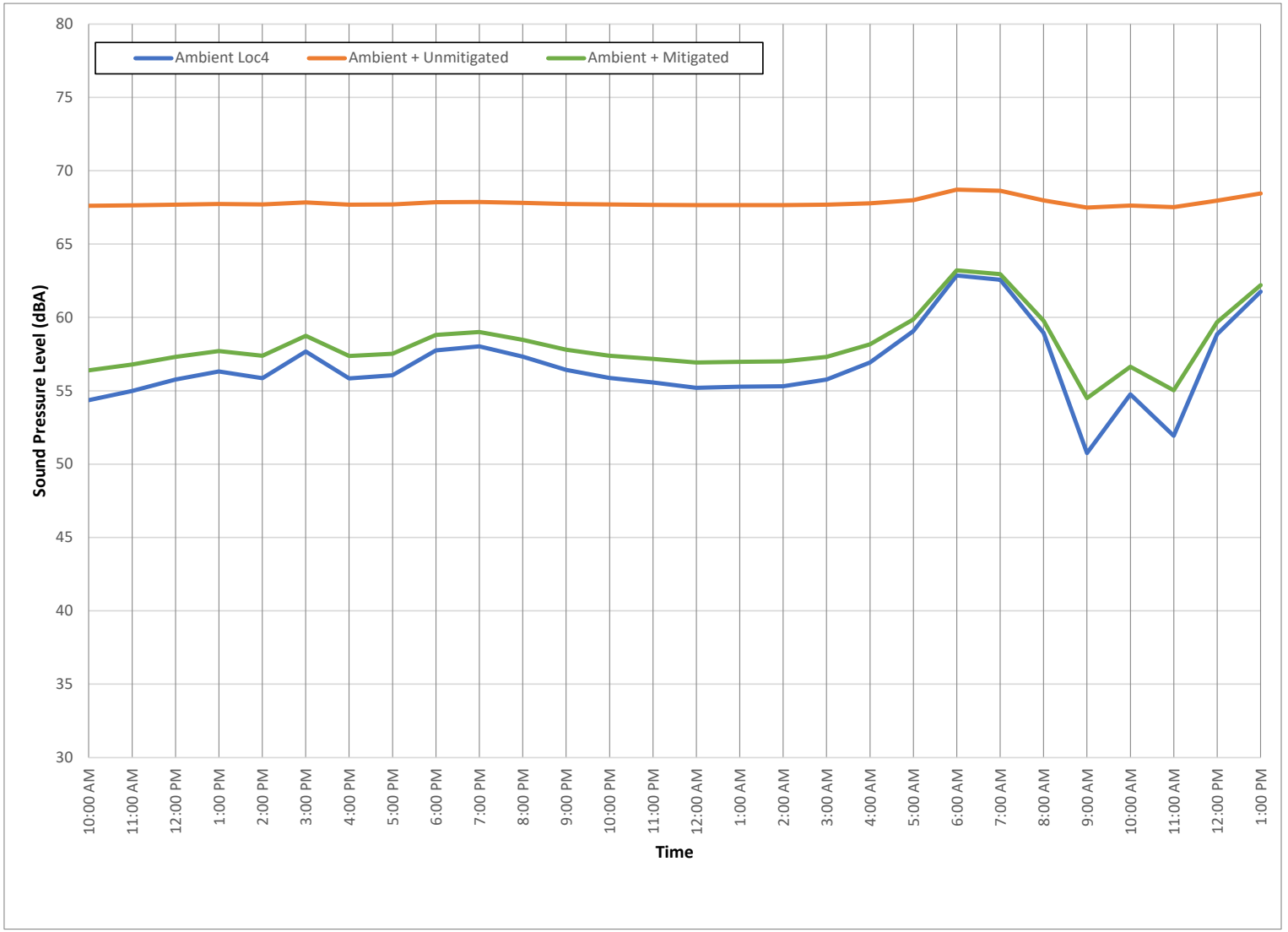


Figure 4-9 Summation of Predicted Noise Levels and Measured Ambient at Location 4 (Receptor 4)

5. Conclusion

A compressor station noise model was constructed to demonstrate the proposed compressor operations at the Hogan Satellite pad operated by Pioneer Natural Resources.

Based on the measured ambient noise level data, the range of noise levels are between 52 dBA and 63 dBA at Location 1, between 43 dBA to 59 dBA at Location 2, between 45 dBA to 64 dBA at Location 3, and between 50 dBA to 63 dBA at Location 4.

The modeling analysis resulted in a predicted unmitigated noise level of 42.8 dBA at Receptor 2, which is the closest existing residential structure to the site.

With implementation of the mitigation measure recommended in Section 4.4, the mitigated noise modeling results indicated that the predicted noise level will be up to 38.9 dBA at Receptor 2, which is the closest existing residential structure to the site. The following table shows the predicted noise level reduction due to the modeled acoustical wall.

Table 5-1 Predicted Noise Level Reductions at Receptors

Location	Noise Reduction
Receptor 1	7.1
Receptor 2	3.9
Receptor 3	8.8
Receptor 4	15.3

Generally, 3 dB(A) or less incremental noise increase is considered to be below the threshold of perception (See Table 2-1). The combination of the measured ambient noise level and the predicted mitigated compressor operational noise level at each receptor will result 3 dBA or less noise level increase any time of the day or night. Therefore, the impact of the proposed operations can be classified as “non-perceptible” at the receptor locations.

Appendix A - Mitigation System Example Photographs

Appendix B - Glossary of Acoustical Terms

Ambient Noise
The all-encompassing noise associated with a given environment at a specified time, usually a composite of sound from many sources both near and far.

Average Sound Level
See Equivalent-Continuous Sound Level

A-Weighted Sound Level, dB(A)
The sound level obtained by use of A-weighting. Weighting systems were developed to measure sound ina way that more closely mimics the ear's natural sensitivity relative to frequency so that the instrument is less sensitive to noise at frequencies where the human ear is less sensitive and more sensitive at frequencies where the human ear is more sensitive.

C-Weighted Sound Level, dBC
The sound level obtained by use of C-weighting. Follows the frequency sensitivity of the human ear at very high noise levels. The C-weighting scale is quite flat and therefore includes much more of the low-frequency range of sounds than the A and B scales. In some jurisdictions, C-weighted sound limits are used to limit the low-frequency content of noise sources.

Community Noise Equivalent Level (CNEL)
A 24-hour A-weighted average sound level which takes into account the fact that a given level of noise may be more or less tolerable depending on when it occurs. The CNEL measure of noise exposure weights average hourly noise levels by 5 dB for the evening hours (between 7:00 pm and 10:00 pm), and 10 dB between 10:00 pm and 7:00 am, then combines the results with the daytime levels to produce the final CNEL value. It is measured in decibels, dB.

Day-Night Average Sound Level (Ldn)
A measure of noise exposure level that is similar to CNEL except that there is no weighting applied to the evening hours of 7:00 pm to 10:00 pm. It is measured in decibels, dB.

Daytime Average Sound Level
The time-averaged A-weighted sound level measured between the hours of 7:00 am to 7:00 pm. It is measured in decibels, dB.

Decibel (dB)
The basic unit of measurement for sound level.

Direct Sound
Sound that reaches a given location in a direct line from the source without any reflections.

Divergence
The spreading of sound waves from a source in a free field, resulting in a reduction in sound pressure level with increasing distance from the source.

Energy Basis
This refers to the procedure of summing or averaging sound pressure levels on the basis of their squared pressures. This method involves the conversion of decibels to pressures, then performing the necessary arithmetic calculations, and finally changing the pressure back to decibels.

Equivalent-Continuous Sound Level (Leq)
The average sound level measured over a specified time period. It is a single-number measure of time-varying noise over a specified time period. It is the level of a steady sound that, in a stated time period and at a stated location, has the same A-Weighted sound energy as the time-varying sound. For example, a person who experiences an Leq of 60 dB(A) for a period of 10 minutes standing next to a busy street is exposed to the same amount of sound energy as if he had experienced a constant noise level of 60 dB(A) for 10 minutes rather than the time-varying traffic noise level.

Fast Response
A setting on the sound level meter that determines how sound levels are averaged over time. A fast sound level is always more strongly influenced by recent sounds, and less influenced by sounds occurring in the distant past, than the corresponding slow sound level. For the same non-steady sound, the maximum fast sound level is generally greater than the corresponding maximum slow sound level. Fast response is typically used to measure impact sound levels.

Field Impact Insulation Class (FIIC)
A single number rating similar to the impact insulation class except that the impact sound pressure levels are measured in the field.

Field Sound Transmission Class (FSTC)
A single number rating similar to sound transmission class except that the transmission loss values used to derive this class are measured in the field.

Flanking Sound Transmission
The transmission of sound from a room in which a source is located to an adjacent receiving room by paths other than through the common partition. Also, the diffraction of noise around the ends of a barrier.

Frequency
The number of oscillations per second of a sound wave

Hourly Average Sound Level (HNL)
The equivalent-continuous sound level, Leq, over a 1-hour time period.

Impact Insulation Class (IIC)
A single number rating used to compare the effectiveness of floor/ceiling assemblies in providing reduction of impact-generated sound such as the sound of a person's walking across the upstairs floor.

Impact Noise
The noise that results when two objects collide.

Impulse Noise
Noise of a transient nature due to the sudden impulse of pressure like that created by a gunshot or balloon bursting.

Insertion Loss
The decrease in sound power level measured at the location of the receiver when an element (e.g., a noise barrier) is inserted in the transmission path between the sound source and the receiver.

Inverse Square Law
A rule by which the sound intensity varies inversely with the square of the distance from the source. This results in a 6dB decrease in sound pressure level for each doubling of distance from the source.

L_n Sound Level
Time-varying noise environments may be expressed in terms of the noise level that is exceeded for a certain percentage of the total measurement time. These statistical noise levels are denoted L_n, where n is the percent of time. For example, the L_{50} is the noise level exceeded for 50% of the time. For a 1-hour measurement period, the L_{50} would be the noise level exceeded for a cumulative period of 30 minutes in that hour.

Masking
The process by which the threshold of hearing for one sound is raised by the presence of another sound.

Maximum Sound Level (Lmax)
The greatest sound level measured on a sound level meter during a designated time interval or event.

NC Curves (Noise Criterion Curves)
A system for rating the noisiness of an occupied indoor space. An actual octave-band spectrum is compared with a set of standard NC curves to determine the NC level of the space.

Noise Reduction
The difference in sound pressure level between any two points.

Noise Reduction Coefficient (NRC)
A single number rating of the sound absorption properties of a material. It is the average of the sound absorption coefficients at 250, 500, 1000, and 2000 Hz, rounded to the nearest multiple of 0.05.

Octave
The frequency interval between two sounds whose frequency ratio is 2. For example, the frequency interval between 500 Hz and 1,000 Hz is one octave.

Octave-Band Sound Level
For an octave frequency band, the sound pressure level of the sound contained within that band.

One-Third Octave
The frequency interval between two sounds whose frequency ratio is 2^(1/3). For example, the frequency interval between 200 Hz and 250 Hz is one-third octave.

One-Third-Octave-Band Sound Level
For a one-third-octave frequency band, the sound pressure level of the sound contained within that band.

Outdoor-Indoor Transmission Class (OITC)
A single number rating used to compare the sound insulation properties of building façade elements. This rating is designed to correlate with subjective impressions of the ability of façade elements to reduce the overall loudness of ground and air transportation noise.

Peak Sound Level (Lpk)
The maximum instantaneous sound level during a stated time period or event.

Pink Noise
Noise that has approximately equal intensities at each octave or one-third-octave band.

Point Source
A source that radiates sound as if from a single point.

RC Curves (Room Criterion Curves)
A system for rating the noisiness of an occupied indoor space. An actual octave-band spectrum is compared with a set of standard RC curves to determine the RC level of the space.

Real-Time Analyzer (RTA)
An instrument for the determination of a sound spectrum.

Receiver
A person (or persons) or equipment which is affected by noise.

Reflected Sound
Sound that persists in an enclosed space as a result of repeated reflections or scattering. It does not include sound that travels directly from the source without reflections.

Reverberation
The persistence of a sound in an enclosed or partially enclosed space after the source of the sound has stopped, due to the repeated reflection of the sound waves.

Room Absorption
The total absorption within a room due to all objects, surfaces and air absorption within the room. It is measured in Sabins or metric Sabins.

Slow Response
A setting on the sound level meter that determines how measured sound levels are averaged over time. A slow sound level is more influenced by sounds occurring in the distant past that the corresponding fast sound level.

Sound
A physical disturbance in a medium (e.g., air) that is capable of being detected by the human ear.

Sound Absorption Coefficient
A measure of the sound-absorptive property of a material.

Sound Insulation
The capacity of a structure or element to prevent sound from reaching a receiver room either by absorption or reflection.

Sound Level Meter (SLM)
An instrument used for the measurement of sound level, with a standard frequency-weighting and standard exponentially weighted time averaging.

Sound Power Level
A physical measure of the amount of power a sound source radiates into the surrounding air. It is measured in decibels.

Sound Pressure Level
A physical measure of the magnitude of a sound. It is related to the sound's energy. The terms sound pressure level and sound level are often used interchangeably.

Sound Transmission Class (STC)
A single number rating used to compare the sound insulation properties of walls, floors, ceilings, windows, or doors. This rating is designed to correlate with subjective impressions of the ability of building elements to reduce the overall loudness of speech, radio, television, and similar noise sources in offices and buildings.

Source Room
A room that contains a noise source or sources

Spectrum
The spectrum of a sound wave is a description of its resolution into components, each of different frequency and usually different amplitude.

Tapping Machine
A device used in rating different floor constructions against impacts. It produces a series of impacts on the floor under test, 10 times per second.

Tone
A sound with a distinct pitch

Transmission Loss (TL)
A property of a material or structure describing its ability to reduce the transmission of sound at a particular frequency from one space to another. The higher the TL value the more effective the material or structure is in reducing sound between two spaces. It is measured in decibels.

White Noise
Noise that has approximately equal intensities at all frequencies.

Windscreen
A porous covering for a microphone, designed to reduce the noise generated by the passage of wind over the microphone.

PIONEER
NATURAL RESOURCES

January 21, 2022

City of Midland
Ron Jenkins
Oil and Gas Coordinator
300 N. Loraine St
Midland, TX 79701

Re: Hogan Satellite Facility – Additional Compressor Application from Pioneer Natural Resources USA, Inc
SE4 of Section 1, Block X, HP Hillard Survey, Midland County, Texas

To whom it may concern,

Pioneer Natural Resources USA. Inc. ("Pioneer") currently operates the Hogan Satellite Facility (the "Site") located in Section 1, Block X, HP Hillard Survey, Midland County, Texas. Pioneer wishes to apply for a permit to operate an additional compressor(s) at the Site that may or may not add an additional level of noise to the facility and or the surrounding properties.

I, as the surface owner of the adjacent property to the Site, have been made aware of the sound study that was conducted and of the results and hereby state that I will not object to Pioneer's application for an additional compressor(s) on the Site.

Thank you,

Toni Isbell
Surface Owner

3617 N. Big Spring Midland, TX 79705 | PO Box 3178 Midland, TX 79702 T 432.683.4768 F 432.571.5063 PXD.COM

PACKET
13.54
May 24, 2022

PIONEER
NATURAL RESOURCES

April 25, 2022

City of Midland
Ron Jenkins
Oil and Gas Coordinator
300 N. Loraine St
Midland, TX 79701

Re: Hogan Satellite Facility – Application for Additional Compressor from Pioneer Natural Resources USA, Inc
SE4 of Section 1, Block X, HP Hillard Survey, Midland County, Texas

To whom it may concern,

Pioneer Natural Resources USA. Inc. ("Pioneer") currently operates the Hogan Satellite Facility (the "Site") located in Section 1, Block X, HP Hillard Survey, Midland County, Texas. Pioneer wishes to apply for a variance to operate up to two compressors at the Site that may or may not add an additional level of noise to the facility and or the surrounding properties.

I, as the surface owner of the adjacent property to the Site, have been made aware of the sound study that was conducted and of the results of said study and hereby state that I will not object to Pioneer's application for an additional compressor(s) on the Site.

Thank you,

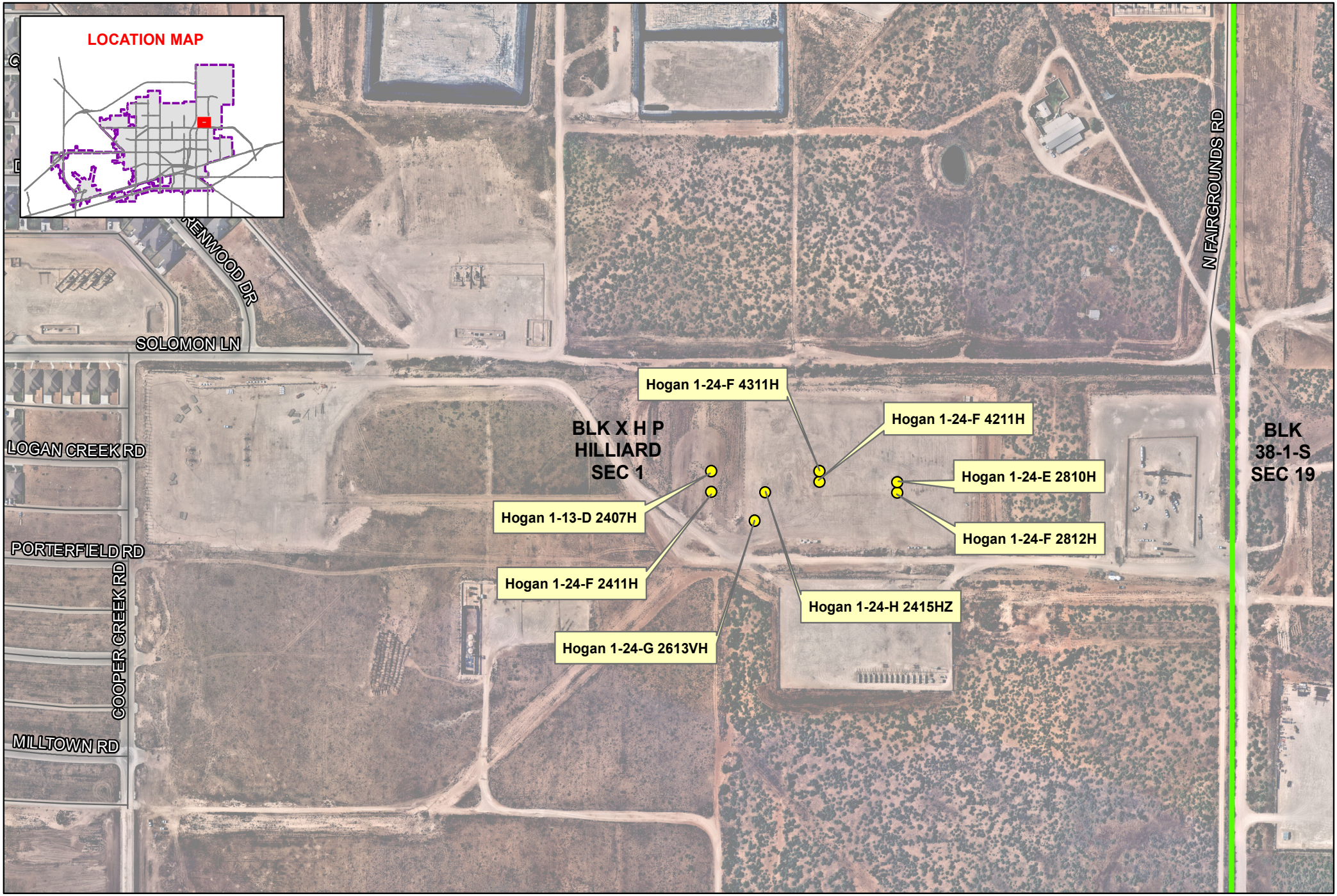
Mal Payne

Mark Payne
Surface Owner

Mal Payne

Lawton Heritage LLC
Mark Payne, Managing Member

3617 N. Big Spring Midland, TX 79705 | PO Box 3178 Midland, TX 79702 T 432.683.4768 F 432.571.5063 PXD.COM



Date: 11/29/2021

Legend

- Oil Well
- Street
- Survey Section

PACKET

13.56

Well Pad #3-
Eight oil and gas wells located in Section 1, Block X, H.P. Hilliard Survey, City of Midland, Midland County, Texas.
Generally located between 320 feet and 445 feet south of Solomon Lane extension and between 952 feet and 1,541 feet west of Fairgrounds Road extension.

May 24, 2022

0 100 200 Feet

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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

City Council Meeting

Item Number: 14

Meeting Date: May 24, 2022

To: City Council / City Manager

From: Ron Jenkins, Oil and Gas Coordinator

Subject: **RESOLUTION APPROVING AMENDMENTS TO THE PERMITS ISSUED TO PIONEER NATURAL RESOURCES USA, INC. (“OPERATOR”) TO DRILL THREE OIL AND GAS WELLS LOCATED IN SECTION 1, BLOCK X, H.P. HILLIARD SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 320 FEET AND 380 FEET SOUTH OF SOLOMON LANE EXTENSION AND 171 FEET WEST OF FAIRGROUNDS ROAD EXTENSION); SAID AMENDMENTS AUTHORIZING THE USE OF ELECTRIC DRIVE COMPRESSORS (DISTRICT 1) (DEVELOPMENT SERVICES)**

Purpose:

Resolution approving amendments to the permits issued to Pioneer Natural Resources USA, Inc. (“Operator”) to drill three oil and gas wells located in Section 1, Block X, H.P. Hilliard Survey, City of Midland, Midland County, Texas (Generally located between 320 feet and 380 feet south of Solomon Lane extension and 171 feet west of Fairgrounds Road extension); said amendments authorizing the use electric drive compressors. Council approved the proposed drill sites on August 14, 2018; however, the applicant is requesting consideration of amended drilling conditions. Permits were authorized by the City Council by Resolution Nos. 2017-381; 2017-385; and 2017-389.

Recommended City Council Action:

Approve

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The amending condition proposed by Pioneer Natural Resources USA, Inc, is to amend the permit to add additional method of artificial lift to produce the well through the use of an electric drive compressor. Currently, operator is using electric submersible pump and have the ability to go to a rod pump and recently amended for use of a jet pump.

The amending condition proposed by Pioneer Natural Resources USA, Inc, is the use of an electric drive compressors at the transfer station currently occupying separators at the site. Pioneer proposes using two electric compressors at the permitted transfer station site to operate sixteen wells. Sound modeling report has been included. Per the Ordinance 8769 states:

L. 19. Compressors. No onsite compressor used to “lift gas” shall be used. No compressor of any type shall be used. In the event Operator determines the use of such compressor is necessary, a detailed plan shall be submitted by Operator to the City Council for considerations. An on-site compressor plan shall include the following information:
a. The physical size of compressor;
b. The power source of the compressor;
c. The horsepower of the compressor;
d. The noise of the compressor; and
e. The manufacturer of the compressor.

No compressor of any type shall be use unless a plan is approved by the City Council.

This request is for the use of an electrical compressor and not a diesel engine drive compressor.

Pioneer Natural Resources identifies the installation of two electric drive compressors being 40 feet long and 14 feet wide and 16 feet high with a 1500 hp compressor manufactured by A-Legacy Compressor Manufacturing, Kodiak Gas Services is the rental provider.

Per the Hogan Satellite Pad Noise Modeling Report from Behrens and Associates, Inc. dated April 11, 2022- Page 23, 5. Conclusion, states “The combination of the measured ambient noise level and the predicted mitigated compressor operational noise level at each receptor will result 3 dBA or less noise level increase any time of the day or night. Therefore, the impact of the proposed operations can be classified as “non-perceptible” at the receptor locations.”

The mitigation model includes the use of approximately of 200 linear feet of 16-foot-high, Sound Transmission Class (STC) 40 permanent acoustical barrier wall installed on the partial north, west and south sides of the compressor with ducted silencers installed on the cooling fans. Layout for the model is page 11 of report.

Pioneer is the surface owner around the Hogan Satellite pad for a very large area and has included two letters of support from the nearest surface owner to the South and the North.

The amending for the use of electric driven compressors has been allowed previously to

Endeavor, December 2019 and recently to Diamondback, April 2022.

Attachments: Amending Letter of request (4-25-22) including (location diagram, schematics, sound study), location map, two neighboring property support letters.

Morris Williams Jr.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION APPROVING AMENDMENTS TO THE PERMITS ISSUED TO PIONEER NATURAL RESOURCES USA, INC. ("OPERATOR") TO DRILL THREE OIL AND GAS WELLS LOCATED IN SECTION 1, BLOCK X, H.P. HILLIARD SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 320 FEET AND 380 FEET SOUTH OF SOLOMON LANE EXTENSION AND 171 FEET WEST OF FAIRGROUNDS ROAD EXTENSION); SAID AMENDMENTS AUTHORIZING THE USE OF ELECTRIC DRIVE COMPRESSORS

WHEREAS, the City Council previously approved the issuance of the permits referenced in the caption hereof to Operator to drill the following oil and gas wells within the City limits:

Hogan 1-24-2815H; Hogan 1-24-4215H; and Hogan 1-24-4315H; and

WHEREAS, the City Council finds it to be in the public interest to approve amendments to said permits;

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

SECTION ONE. That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a document amending said permits. Said amendment document shall be in a form substantially similar to that attached hereto as Exhibit "A", which is incorporated herein for all legal purposes.

SECTION TWO. That all other terms and conditions of said permits shall remain in full force and effect.

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"

OIL AND GAS WELL PERMIT AMENDMENT

THIS AMENDMENT is made and effective May 24, 2022, by and between the City of Midland, Texas, a home-rule municipal corporation (the "City"), and Pioneer Natural Resources USA, Inc. ("Operator").

WHEREAS, the City previously issued those certain Oil and Gas Well Permits dated December 12, 2017 (collectively, the "Permits") to Operator to drill the following oil and gas wells within the city limits: Hogan 1-24-2815H; Hogan 1-24-4215H; and Hogan 1-24-4315H; and

WHEREAS, the Permits were authorized by the City Council by Resolution Nos. 2017-381, 2017-385, and 2017-389; and

WHEREAS, the Permits have been in full force and effect since their effective dates and have not been allowed to lapse; and

WHEREAS, Operator has requested that the City approve certain amendments to the Permits;

W I T N E S S E T H:

For and in consideration of the execution of this Amendment and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

ARTICLE I.

Each of the Permits is hereby amended by inserting the following paragraph:

> The Midland City Council, in granting this permit, also allows the use of an electric drive compressor with permanent acoustical barriers that have a Sound Transmission Class rating of 40 located on the north, south and west sides of the pad as an additional production method; provided, however, that the noise level is to be tested at the time of installation of the electric drive compressor and annually thereafter by a qualified third-party inspector to verify that the noise level 123 feet from the edge of the Hogan Transfer Station pad is less than or equal to 3 dBA greater than the ambient noise level. The results of each test shall be submitted to the City within five business days following the conclusion of the test. If noise exceeds the aforementioned level, the wells shall be immediately shut in, and production shall not resume unless production is achieved while maintaining a noise level that does not exceed the aforementioned level.

ARTICLE II.

The Permits, inclusive of this Amendment, shall in all respects remain in full force and effect in accordance with their provisions and as amended above.

EXECUTED by the duly authorized officials as of the day and year first above written.

CITY OF MIDLAND

By:_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

PIONEER NATURAL RESOURCES USA, INC.

By:_____
Laura Wallace,
Senior Staff Regulatory Specialist

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this _____ day of _____, 20____, by Laura Wallace, Senior Staff Regulatory Specialist of Pioneer Natural Resources USA, Inc., on behalf of Pioneer Natural Resources USA, Inc.

_____
Notary Public – State of Texas

OIL AND GAS WELL PERMIT AMENDMENT

THIS AMENDMENT is made and effective May 24, 2022, by and between the City of Midland, Texas, a home-rule municipal corporation (the "City"), and Pioneer Natural Resources USA, Inc. ("Operator").

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WHEREAS, the Permits were authorized by the City Council by Resolution Nos. 2017-381, 2017-385, and 2017-389; and

WHEREAS, the Permits have been in full force and effect since their effective dates and have not been allowed to lapse; and

WHEREAS, Operator has requested that the City approve certain amendments to the Permits;

W I T N E S S E T H:

For and in consideration of the execution of this Amendment and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

ARTICLE I.

Each of the Permits is hereby amended by inserting the following paragraph:

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ARTICLE II.

The Permits, inclusive of this Amendment, shall in all respects remain in full force and effect in accordance with their provisions and as amended above.

EXECUTED by the duly authorized officials as of the day and year first above written.

CITY OF MIDLAND

By:_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

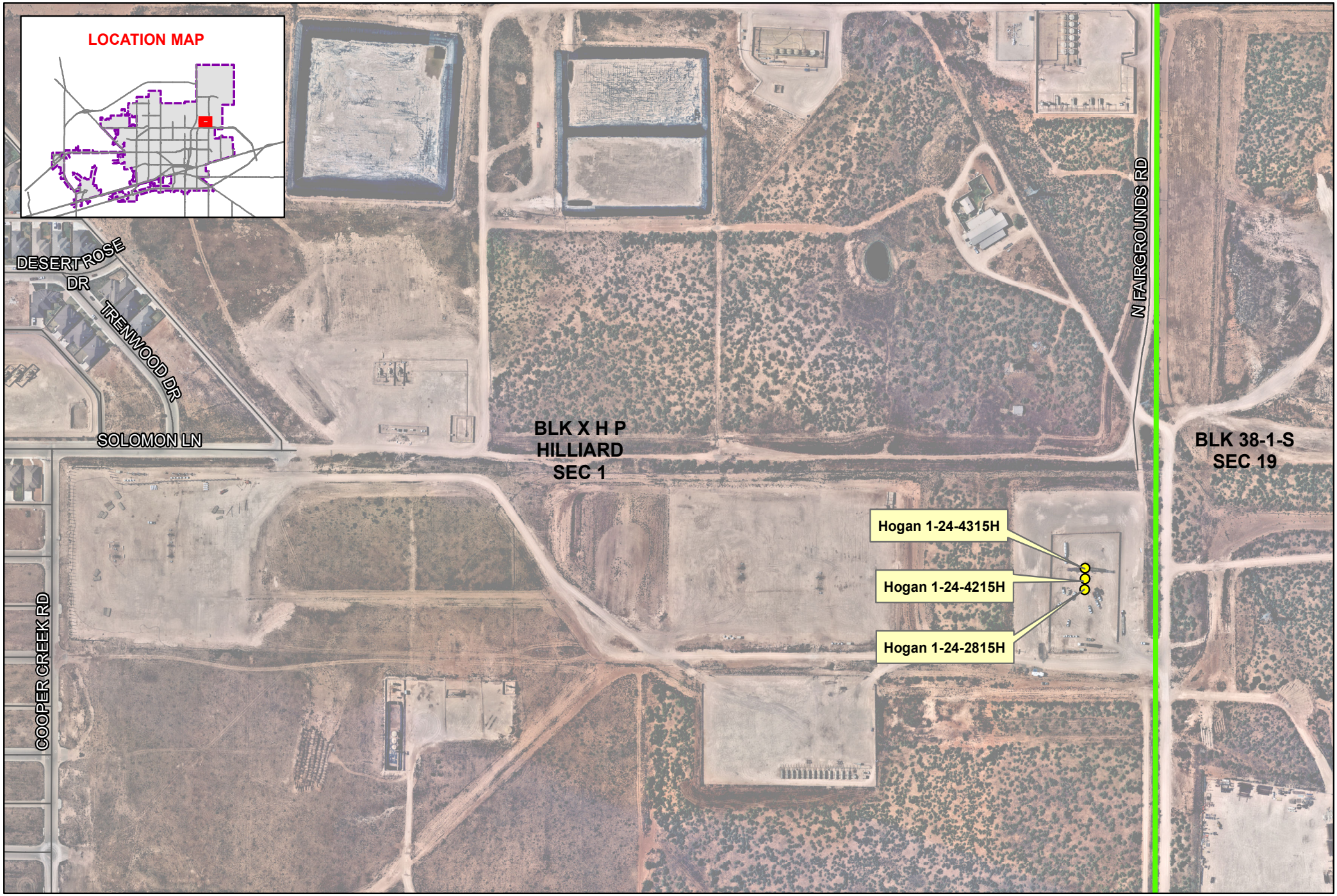
PIONEER NATURAL RESOURCES USA, INC.

By:_____
Laura Wallace,
Senior Staff Regulatory Specialist

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this _____ day of _____, 20____, by Laura Wallace, Senior Staff Regulatory Specialist of Pioneer Natural Resources USA, Inc., on behalf of Pioneer Natural Resources USA, Inc.

_____
Notary Public – State of Texas



Date: 10/6/2021

Legend

- Oil Well
- Street
- Survey Section

PACKET 14.10

Well Pad #4 -
Three oil and gas wells located in Section 1, Block X, H.P. Hilliard Survey, City of Midland, Midland County, Texas.
Generally located between 320 feet and 380 feet south of Solomon Lane extension and 171 feet west of Fairgrounds Road extension.

May 24, 2022

0 100 200 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.

PIONEER
NATURAL RESOURCES

April 25, 2022

City of Midland
Attention: Ron Jenkins
Oil & Gas Coordinator
300 N. Loraine
Midland, Texas 78701

Re: Application for Oil & Gas Variance for the use of Compressors

Dear Mr. Jenkins,

Pioneer Natural Resources USA, Inc. respectfully requests a variance for the below referenced wells / permits in order to use the Hogan Transfer Station to place and operate two electric drive compressors within the City of Midland. Well information can be found below:

Well Name	Permit Date	Permit Resolution	Name Change Resolution	Pump Type Resolution
Hogan 1-13-C 2806H	8/14/2018	2018-294	2019-231	2021-143
Hogan 1-13-D 2808H	8/14/2018	2018-296	2019-231	2021-143
Hogan 1-24-D 4307H (1-13-C 2605H)	8/14/2018	2018-195		
Hogan 1-13-D 4207H	8/14/2018	2018-293	2019-196	2021-143
Hogan 1-13-D 4307H	8/14/2018	2018-295	2019-197	2021-143
Hogan 1-13-D 2407H	8/25/2020	2020-142		
Hogan 1-24-F 2411H	8/25/2020	2020-142		
Hogan 1-24-G 2613VH	8/25/2020	2020-142		
Hogan 1-24-H 2415HZ	2/23/2021	2021-026		
Hogan 1-24-F 4211H	12/12/2017	2017-383	2019-198	2021-146
Hogan 1-24-F 4311H	12/12/2017	2017-387	2019-199	2021-146
Hogan 1-24-E 2810H	6/25/2019	2019-195	2019-230	2021-146
Hogan 1-24-F 2812H	6/25/2019	2019-195	2019-230	2021-146
Hogan 1-24 2815H	12/12/2017	2017-381		2021-144
Hogan 1-24 4215H	12/12/2017	2017-385		2021-144
Hogan 1-24 4315H	12/12/2017	2017-389		2021-144

The wells in this area, acquired by Parsley Energy, specified the following production method:

777 Hidden Ridge | Irving, TX 75038 T 972.444.9001 F 972.969.3587 PXD.COM

"Following fracture operations, production tubing, and an electric submersible pump will be installed in the well. After a period of approximately 3 months, a downhole pump and a sucker rod string assembly will then be installed in the well."

Per the Oil and Gas Ordinance (6-1-23)(L)(19):
"Compressors. No onsite compressor used to "lift gas" shall be used. No compressor of any type shall be used. In the event operator determines the use of such compressor is necessary, a detailed plan shall be submitted by operator to the City Council for consideration. An on-site compressor plan shall include the following information:

a. The physical size of the compressor – *14' Wide x 40' Long x 16' Tall*
b. The power source of the compressor – *Electric*
c. The horsepower of the compressor – *1500 hp*
d. The noise of the compressor – *100 dBA @ Unit, 55-60 dBA @ 500', 45-50 dBA @ 1200'*
e. The manufacturer of the compressor – *A-Legacy compressor manufacturing, Kodiak Gas Services is the rental provider.*

No compressor of any type shall be used unless a plan is approved by City Council."

Unfortunately, due to low total liquid volumes and gas handling limitations, the Electric Submersible Pumps (ESPs) failure rates on wells in this area are very high. With the anticipated decline in reservoir pressure, ESPs will not be a viable long-term solution. If the variance is approved, wells in this area would be converted from ESP or Jet Pump to Gas Lift using compressors. Given current well conditions, gas lift compression is the preferred method in this area.

We would like the ability to install two compressors to produce these wells using any of the following four artificial lift methods:

Electric Submersible Pump
Rod Pump
Jet Pump
Gas Lift

Please find attached, the following exhibits:

Exhibit A – A site plan with the injection line route from the transfer station to the nearby well pads.

Exhibit B – Compressor details and specifics.

Exhibit C – A sound study with information regarding any specific impacts of the equipment placed on location.

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PIONEER
NATURAL RESOURCES

Exhibit D – Support letters from nearby landowners.

Exhibit E – An amended permit fee of $1000 per well.

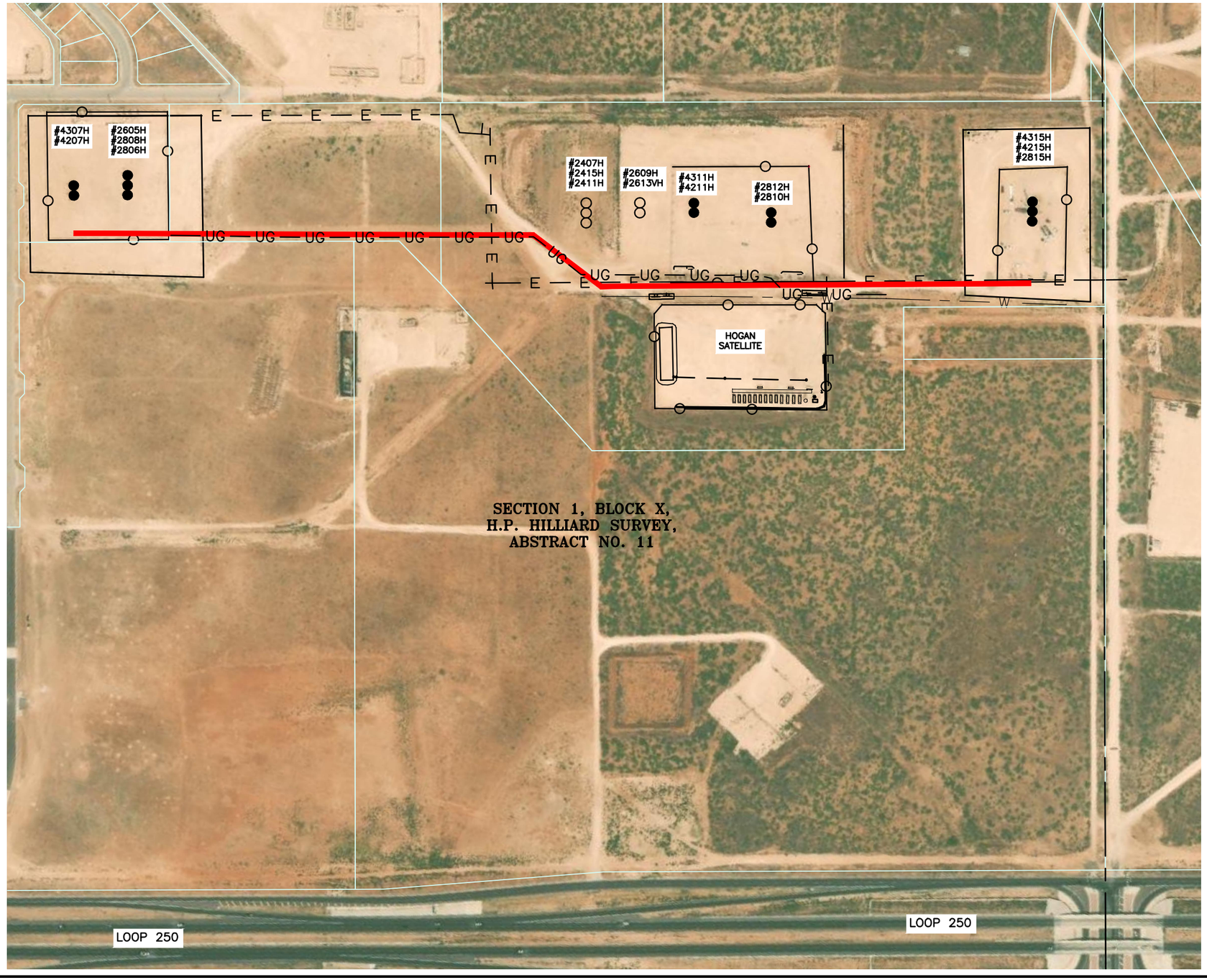
Should you need any additional information in order to process this variance request, please contact me directly.

Respectfully,

Laura E Wallace

Laura Wallace
Senior Staff Regulatory Specialist
laura.wallace@pxd.com

777 Hidden Ridge | Irving, TX 75038 T 972.444.9001 F 972.969.3587 PXD.COM



N

0’ 300’ 600’

SCALE: 1” = 300’

LEGEND

- EXISTING WELL
- PROPOSED WELL
- E — E — EXISTING OVERHEAD ELECTRICAL
- UG — UG — EXISTING BURIED PIPELINE
- W — W — EXISTING WATER LINE
- PROPOSED INJECTION LINE

HALFF®
3300 NORTH A STREET, BUILDING 2, SUITE 120
MIDLAND, TX 79705-5471
TEL (432) 253-3255
TBPELS SURVEYING FIRM #10193998

DATE: 9/22/2021
BY: J. GONZALEZ
AVO: 39678.408

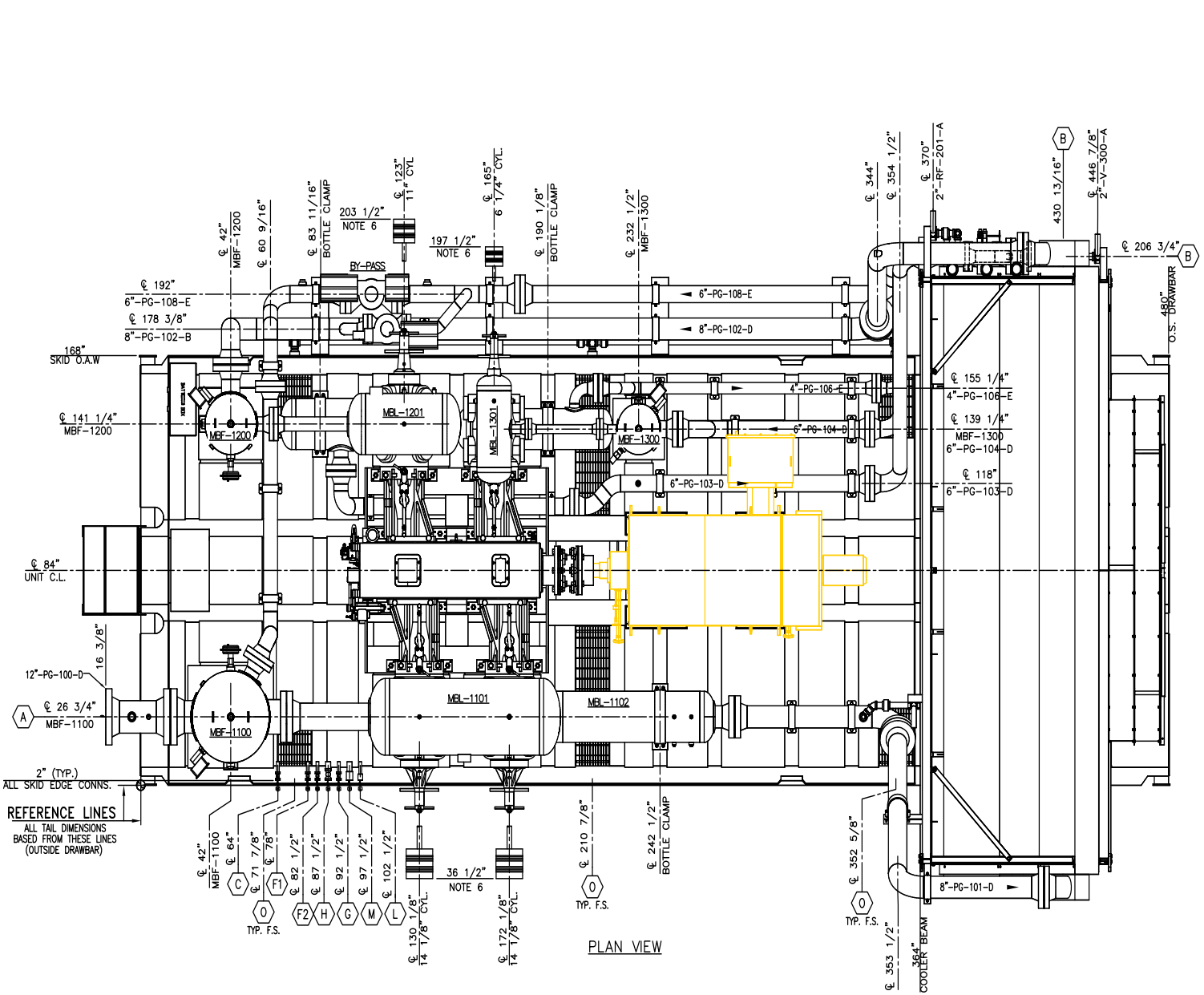
PIONEER NATURAL RESOURCES USA, INC.

EXHIBIT

INJECTION LINE ROUTE

LOCATED IN
SECTION 1, BLOCK X,
H.P. HILLIARD SURVEY,
ABSTRACT NO. 11,
MIDLAND COUNTY, TEXAS

I:\39000s\39678\408\CADD\SheetsMLD\EXHIBIT_PLATS\039697.408_EXHIBIT_INJECTION_LINE_ROUTE.dwg



CONNECTION SCHEDULE

MK	QTY	SIZE	RATING	TYPE	SERVICE
A	ONE	12"	600#	RF	UNIT INLET
B	ONE	4"	900#	RF	UNIT DISCHARGE
C	ONE	1"	3000#	FNPT	INSTRUMENT AIR / GAS INLET
F1	ONE	1"	3000#	FNPT	1ST STAGE SCRUBBER DRAIN
F2	ONE	1"	3000#	FNPT	2ND & 3RD STAGE SCRUBBER DRAIN
G	ONE	1"	3000#	FNPT	COMPRESSOR LUBE OIL MAKE-UP
H	ONE	2"	3000#	FNPT	COMPRESSOR OIL DRAIN
L	ONE	1"	3000#	FNPT	PACKING VENT AND DRAIN
M	ONE	2"	3000#	FNPT	DISTANCE PIECE DRAINS
O	SIX	2"	3000#	FNPT	SKID DRAIN BOXES

NOTES

1. UNIT TO BE INSTALLED BY CUSTOMER ON LEVEL CONCRETE FOUNDATION WITH 2" GROUT UNDER ALL FULL DEPTH MEMBERS WITH GROUNDING PROVISIONS.
2. CONCRETE FOUNDATION TO BE ADEQUATELY DESIGNED PER INDUSTRY STANDARD CONSIDERING STATIC AND DYNAMIC CONDITIONS.
3. APPROXIMATE SHIPPING WEIGHT OF PACKAGE INCLUDES THE FOLLOWING: COOLER AND ASSOCIATED PIPING, OUTRIGGERS AND ASSOCIATED PIPING,
4. CUSTOMER PIPING IS TO BE ADEQUATELY SUPPORTED NOT ALLOWING FOR EXCESS PACKAGE EDGE CONNECTION PIPE LOADS.
5. PIPING TO BE PER ANSI B31.3 LATEST EDITION.
6. DISTANCE REQUIRED TO PULL PISTON AND ROD.
7. BLOWDOWNS AND PSV's TO BE ROUTED TO TOP EDGE OF COOLER AND POINTED 45 DEG. AWAY FROM UNIT..

PACKAGE WEIGHTS (EST.)

CONDITION	WEIGHT
COMBINED DRY	151,100 LBS.
SHIPPING (NOTE 3)	124,700 LBS.

MAJOR COMPONENTS

COMPONENT	MANUFACTURER	MODEL
ENGINE	CATERPILLAR	CN2086 (1500 HP)
COMPRESSOR	ARIEL	KBK-4
CYL. THROW #1	ARIEL	14 1/8"K:21 (14.125" BORE)
CYL. THROW #2	ARIEL	6 1/4"K:21 (6.250" BORE)
CYL. THROW #3	ARIEL	14 1/8"K:21 (14.125" BORE)
CYL. THROW #4	ARIEL	11"K:21 (10.500" BORE)
COOLER	EADS	132-EX
COUPLING	TB WOODS	HSH 70
PANEL	EMIT	14280-1137

ALL PROPRIETARY RIGHTS IN THE SUBJECT MATTER HEREOF ARE RESERVED, AND NO PERMISSION IS GRANTED TO REPRODUCE THIS DRAWING IN WHOLE OR IN PART, OR DISCLOSE ANY OF THE INFORMATION WITHIN TO OTHERS WITHOUT WRITTEN CONSENT OF KODIAK GAS SERVICES, LLC

WELDING PROCEEDURES

TOLERANCES

CUTS	±1/16"
ANGLES	±1/2"
WELD ASS'Y.	±1/8"
DECIMAL DIM.	±.005"
BEND DIM.	±1/8"

APPROVAL

NAME:
DATE:
BY:

NO	REVISION	DATE	BY	CHK
1	ADDED SKID CONNECTION "C"	8/18/21	M.R.	M.T.
0	ISSUED FOR CONSTRUCTION	8/4/21	M.R.	M.T.

KODIAK GAS SERVICES, LLC

CUSTOMER: KODIAK

LOCATION:

TITLE: COMPRESSOR PACKAGE GENERAL ARRANGEMENT PLAN VIEW

P.O. NUMBER:

UNIT NO.

DRAWN BY	DATE	CHECKED	DATE	SCALE
M.Redden	5/7/21			NONE

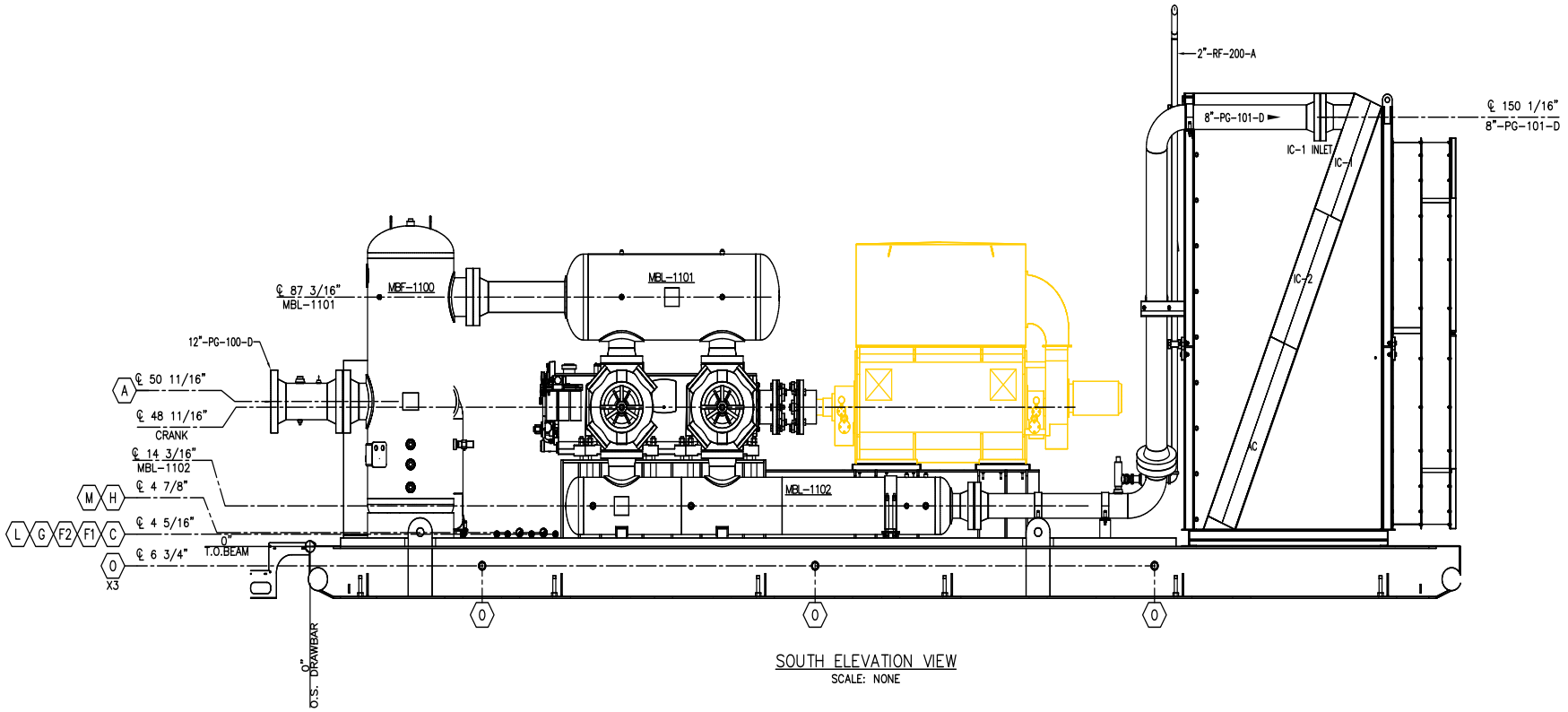
JOB NO.

DRAWING NO. 1-1500HP-KBK4-200

SHEET 1 OF 6

REV 1

PACKET
14 of
May 24, 2022



SOUTH ELEVATION VIEW
SCALE: NONE

ALL PROPRIETARY RIGHTS IN THE SUBJECT MATTER HEREOF ARE RESERVED, AND NO PERMISSION IS GRANTED TO REPRODUCE THIS DRAWING IN WHOLE OR IN PART, OR DISCLOSE ANY OF THE INFORMATION WITHIN TO OTHERS WITHOUT WRITTEN CONSENT OF KODIAK GAS SERVICES, LLC

WELDING PROCEEDURES	TOLERANCES	APPROVAL
	CUTS ±1/16"	NAME:
	ANGLES ±1/2"	DATE:
	WELD ASS'Y. ±1/8"	BY:
	DECIMAL DIM. ±.005"	
	BEND DIM. ±1/8"	

NO	REVISION	DATE	BY	CHK
1	ADDED SKID CONNECTION "C"	8/18/21	M.R.	M.T.
0	ISSUED FOR CONSTRUCTION	8/4/21	M.R.	M.T.

KODIAK GAS SERVICES, LLC

CUSTOMER: KODIAK

LOCATION:

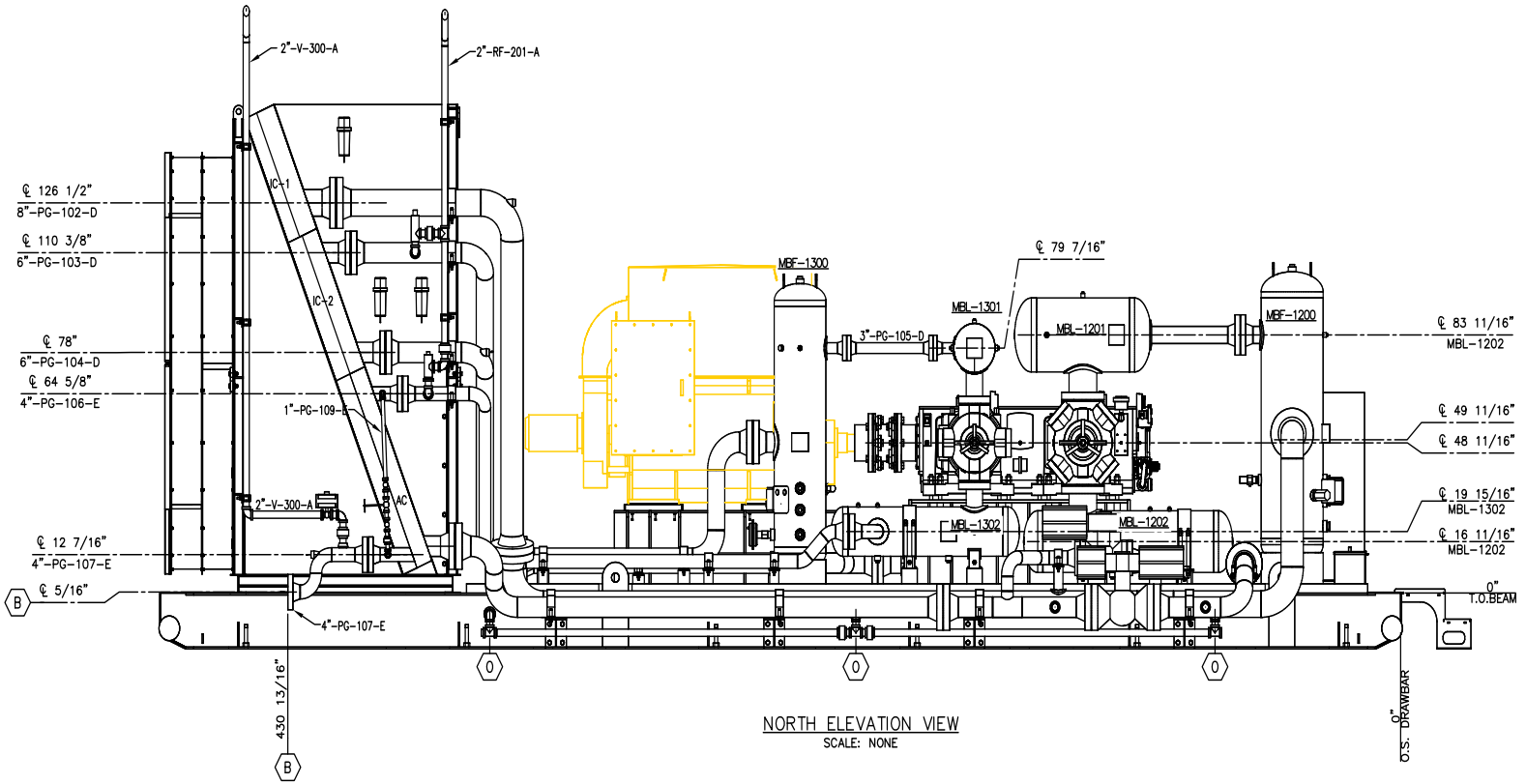
TITLE: COMPRESSOR PACKAGE GENERAL ARRANGEMENT SOUTH ELEVATION VIEW

P.O. NUMBER: | UNIT NO.:

DRAWN BY	DATE	CHECKED	DATE	SCALE
M.Redden	5/7/21			AS NOTED

JOB NO. | DRAWING NO. 1-1500HP-KBK4-200 | SHEET 2 OF 6 | REV 1

PACKET 14.16 May 24, 2022



NORTH ELEVATION VIEW
SCALE: NONE

ALL PROPRIETARY RIGHTS IN THE SUBJECT MATTER HEREOF ARE RESERVED, AND NO PERMISSION IS GRANTED TO REPRODUCE THIS DRAWING IN WHOLE OR IN PART, OR DISCLOSE ANY OF THE INFORMATION WITHIN TO OTHERS WITHOUT WRITTEN CONSENT OF KODIAK GAS SERVICES, LLC

WELDING PROCEDURES	TOLERANCES	APPROVAL
	CUTS ±1/16" ANGLES ±1/2" WELD ASS'Y. ±1/8" DECIMAL DIM. ±.005" BEND DIM. ±1/8"	NAME: DATE: BY:

NO	REVISION	DATE	BY	CHK
1	ADDED SKID CONNECTION "C"	8/18/21	M.R.	M.T.
0	ISSUED FOR CONSTRUCTION	8/4/21	M.R.	M.T.

KODIAK GAS SERVICES, LLC

CUSTOMER: KODIAK

LOCATION:

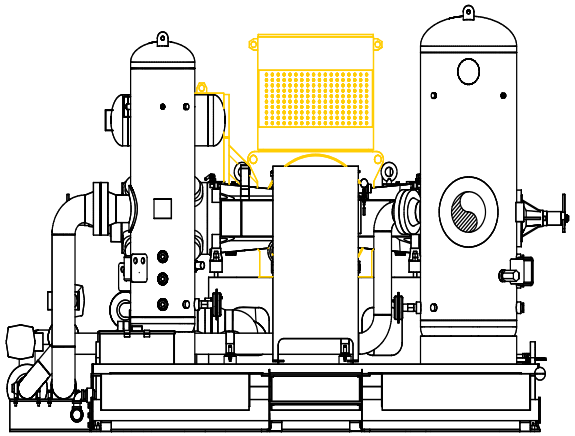
TITLE: COMPRESSOR PACKAGE GENERAL ARRANGEMENT
NORTH ELEVATION VIEW

P.O. NUMBER: | UNIT NO.

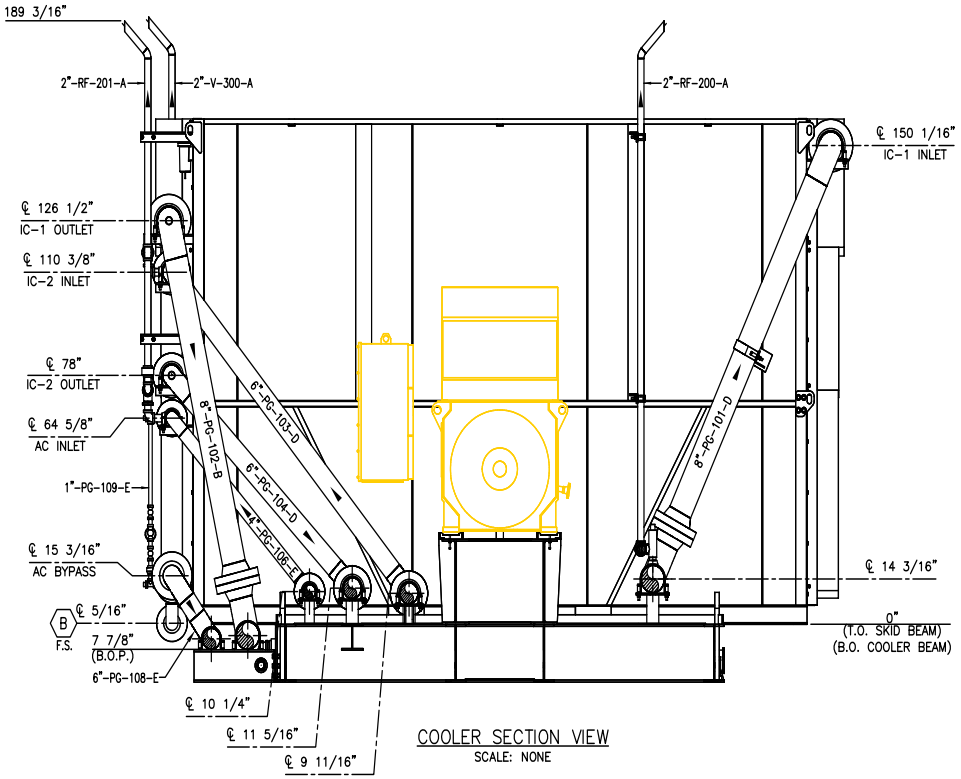
DRAWN BY	DATE	CHECKED	DATE	SCALE
M.Redden	5/7/21			AS NOTED

JOB NO. | DRAWING NO. 1-1500HP-KBK4-200 | SHEET 3 OF 6 | REV 1

PACKET 14.17 May 24, 2022



WEST ELEVATION VIEW
SCALE: NONE



COOLER SECTION VIEW
SCALE: NONE

PACKET

14.18

May 24, 2022

ALL PROPRIETARY RIGHTS IN THE SUBJECT MATTER HEREOF ARE RESERVED. AND NO PERMISSION IS GRANTED TO REPRODUCE THIS DRAWING IN WHOLE OR IN PART, OR DISCLOSE ANY OF THE INFORMATION WITHIN TO OTHERS WITHOUT WRITTEN CONSENT OF KODIAK GAS SERVICES, LLC

WELDING PROCEEDURES

TOLERANCES

CUTS ±1/16"
ANGLES ±1/2"
WELD ASS'Y. ±1/8"
DECIMAL DIM. ±.005"
BEND DIM. ±1/8"

APPROVAL

NAME:
DATE:
BY:

NO	REVISION	DATE	BY	CHK
1	ADDED SKID CONNECTION "C"	8/18/21	M.R.	M.T.
0	ISSUED FOR CONSTRUCTION	8/4/21	M.R.	M.T.

KODIAK GAS SERVICES, LLC

CUSTOMER: KODIAK

LOCATION:

TITLE: COMPRESSOR PACKAGE GENERAL ARRANGEMENT WEST ELEVATION AND COOLER SECTION VIEW

P.O. NUMBER:

UNIT NO.

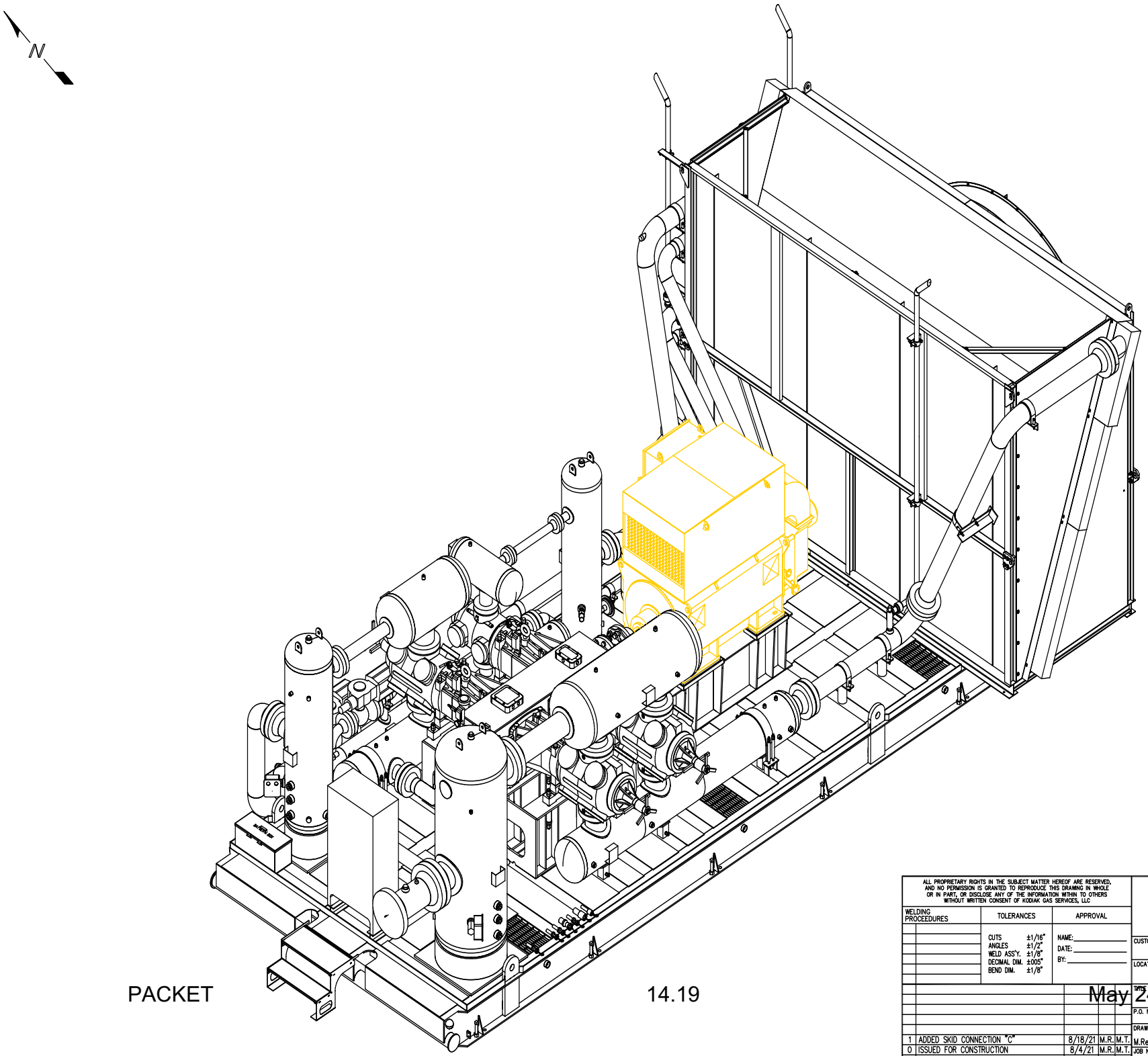
DRAWN BY	DATE	CHECKED	DATE	SCALE
M.Redden	5/7/21			AS NOTED

JOB NO.

DRAWING NO. 1-1500HP-KBK4-200

SHEET 4 OF 6

REV 1



PACKET 14.19 May 24, 2022

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WELDING PROCEEDURES	TOLERANCES	APPROVAL
	CUTS ±1/16"	NAME:
	ANGLES ±1/2"	DATE:
	WELD ASS'Y. ±1/8"	BY:
	DECIMAL DIM. ±.005"	
	BEND DIM. ±1/8"	

NO	REVISION	DATE	BY	CHK
1	ADDED SKID CONNECTION "C"	8/18/21	M.R.	M.T.
0	ISSUED FOR CONSTRUCTION	8/4/21	M.R.	M.T.

KODIAK GAS SERVICES, LLC

CUSTOMER: KODIAK

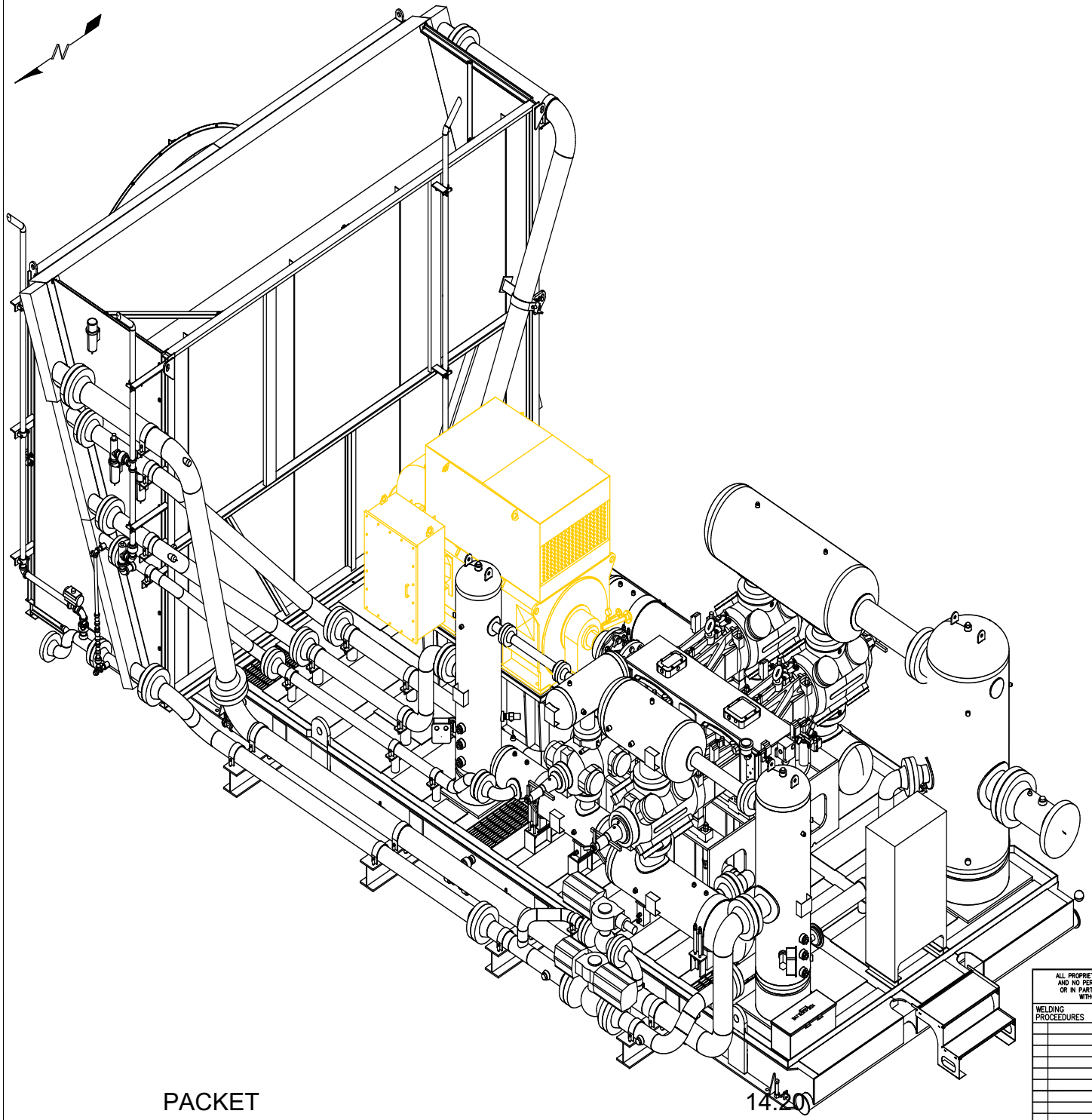
LOCATION:

TITLE: COMPRESSOR PACKAGE GENERAL ARRANGEMENT SOUTHWEST ISOMETRIC VIEW

P.O. NUMBER: | UNIT NO.:

DRAWN BY	DATE	CHECKED	DATE	SCALE
M.Redden	5/7/21			AS NOTED

JOB NO.	DRAWING NO.	SHEET	REV
	1-1500HP-KBK4-200	5 OF 6	1



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14.20

May 24, 2022

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WELDING PROCEEDURES	TOLERANCES	APPROVAL
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1	ADDED SKID CONNECTION "C"	8/18/21	M.R.	M.T.
0	ISSUED FOR CONSTRUCTION	8/4/21	M.R.	M.T.

KODIAK GAS SERVICES, LLC

CUSTOMER: KODIAK

LOCATION:

TITLE: COMPRESSOR PACKAGE GENERAL ARRANGEMENT NORTHWEST ISOMETRIC VIEW

P.O. NUMBER: | UNIT NO.:

DRAWN BY	DATE	CHECKED	DATE	SCALE
M.Redden	5/7/21			AS NOTED

JOB NO.	DRAWING NO.	SHEET	REV
	1-1500HP-KBK4-200	6 OF 6	1

V-100
PROD SEPARATOR
6'-0" X 20'-0"
3 PH

V-110
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-120
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-130
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-140
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-150
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-160
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-170
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-180
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-190
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-200
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-210
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-220
TEST SEPARATOR
6'-0" X 20'-0"
3 PH (FUTURE)

V-230
TEST SEPARATOR
6'-0" X 20'-0"
3 PH (FUTURE)

V-240
TEST SEPARATOR
6'-0" X 20'-0"
3 PH (FUTURE)

V-250
TEST SEPARATOR
6'-0" X 20'-0"
3 PH (FUTURE)

T-100-P
POP TANK
21'-6" OD X 16'-0" HT
100 BBL

P-500/510
TRANSFER PUMP
2X3X10
RPM: 3600 HP: 75
BPD: XXX

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A	04/23/18	ISSUED FOR APPROVAL	MV			
B	05/15/18	ISSUED FOR APPROVAL	GS	MV		

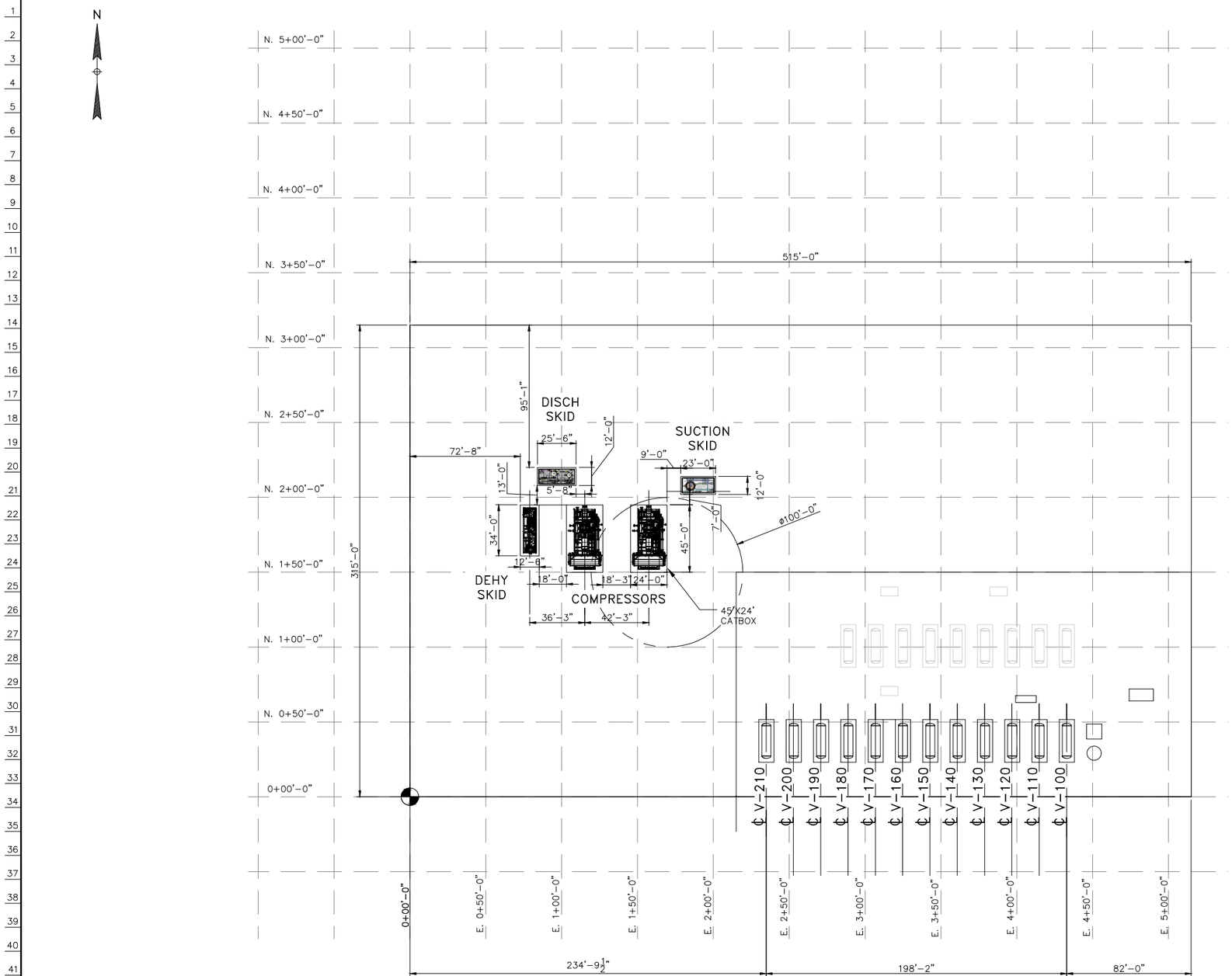
3S Services, LLC
ENGINEERING & CONSTRUCTION
Ph: 432-687-5611 Midland, Texas 79705
WWW.3SSERVICES.COM
TBPE FIRM REG. #13809
NM FIRM REG. #4545320
OKLA FIRM REG. #3712353615

ENGINEERING RECORD	DATE
DRN: JV	01/24/18
CHK:	
APP:	
APP:	
W.O. No.: 8034	
SCALE:	

PARSLEY ENERGY

HOGAN 1-24 SATELLITE #1
PLOT PLAN

DWG. No. 8034-20-200 | CAD FILE: | PLOT DATE: | REV B



V-100
PROD SEPARATOR
6'-0" X 20'-0"
3 PH

V-110
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-120
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-130
TEST SEPARATOR
6'-0" X 20'-0"
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V-140
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V-170
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V-180
TEST SEPARATOR
6'-0" X 20'-0"
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V-190
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-200
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-210
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

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ENGINEERING RECORD	DATE
DRN: JV	01/23/18
CHK:	
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W.O. No.:	
SCALE:	

PARSLEY ENERGY

HOGAN 1-24 SATELLITE #1
OVERALL PLOT PLAN

DWG. No. 8034-20-201 | CAD FILE: | PLOT DATE: | REV –

Hogan Satellite Pad Noise Modeling Report

April 11, 2022

Prepared for:

Pioneer Natural Resources
4815 E. Highway 80
Midland, TX 79706

Prepared by:

Behrens and Associates, Inc.
13806 Inglewood Avenue
Hawthorne California, 90250

Simon Kim
Senior Acoustical Consultant

Jason Peetz
Engineering Manager

1. Introduction

The following report provides a compressor noise modeling assessment of the Hogan Satellite Pad in the City of Midland, Texas. The Hogan Satellite pad is located approximately 4,100 east of North Lamesa Road and 1,500 feet north of Loop Frontage Rd in the City of Midland, Texas. There are no known oil and gas related noise standards established in the City of Midland. This report assesses the predicted unmitigated Hogan Satellite pad operational noise levels including a proposed electric compressor at nearby noise receptors. Figure 1-1 identifies the site location.

To assess the predicted noise levels of the compressor, manufacturer sound level performance data of the equipment and archived file data were used. The noise model was developed using SoundPLAN 8.2 software.

The following is provided in this report:

- A brief description of the fundamentals of noise.
- Documentation of the measured ambient noise levels at the project site and neighbors.
- A discussion of the noise modeling methodology
- Analysis of the projected noise impact due to the proposed compressor.

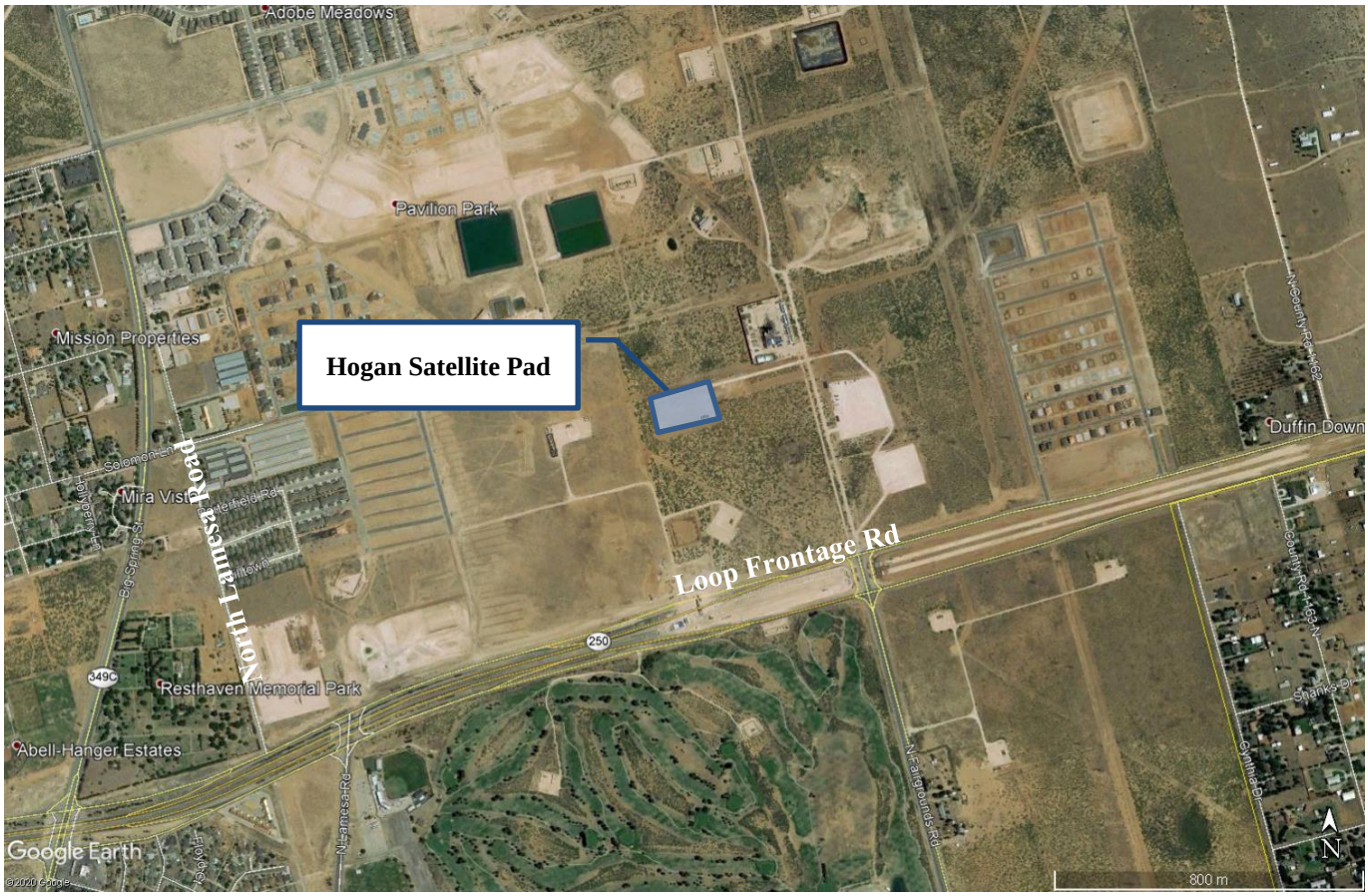

Figure 1-1 Hogan Satellite Pad Location

2. Noise Fundamentals

Sound is most commonly experienced by people as pressure waves passing through air. These rapid fluctuations in air pressure are processed by the human auditory system to produce the sensation of sound. The rate at which sound pressure changes occur is called the frequency. Frequency is usually measured as the number of oscillations per second or Hertz (Hz). Frequencies that can be heard by a healthy human ear range from approximately 20 Hz to 20,000 Hz. Toward the lower end of this range are low-pitched sounds, including those that might be described as a "rumble" or "boom". At the higher end of the range are high-pitched sounds that might be described as a "screech" or "hiss".

Environmental noise generally derives, in part, from a combination of distant noise sources. Such sources may include common experiences such as distant traffic, wind in trees, and distant industrial or farming activities. These distant sources create a low-level "background noise" in which no particular individual source is identifiable. Background noise is often relatively constant from moment to moment, but varies slowly from hour to hour as natural forces change or as human activity follows its daily cycle.

Superimposed on this low-level, slowly varying background noise is a succession of identifiable noisy events of relatively brief duration. These events may include the passing of single-vehicles, aircraft flyovers, screeching of brakes, and other short-term events. The presence of these short-term events causes the noise level to fluctuate. Typical indoor and outdoor A-weighted sound levels are shown in Figure 2-1. Detailed acoustical definitions have been provided in Appendix B – Glossary of Acoustical Terms.

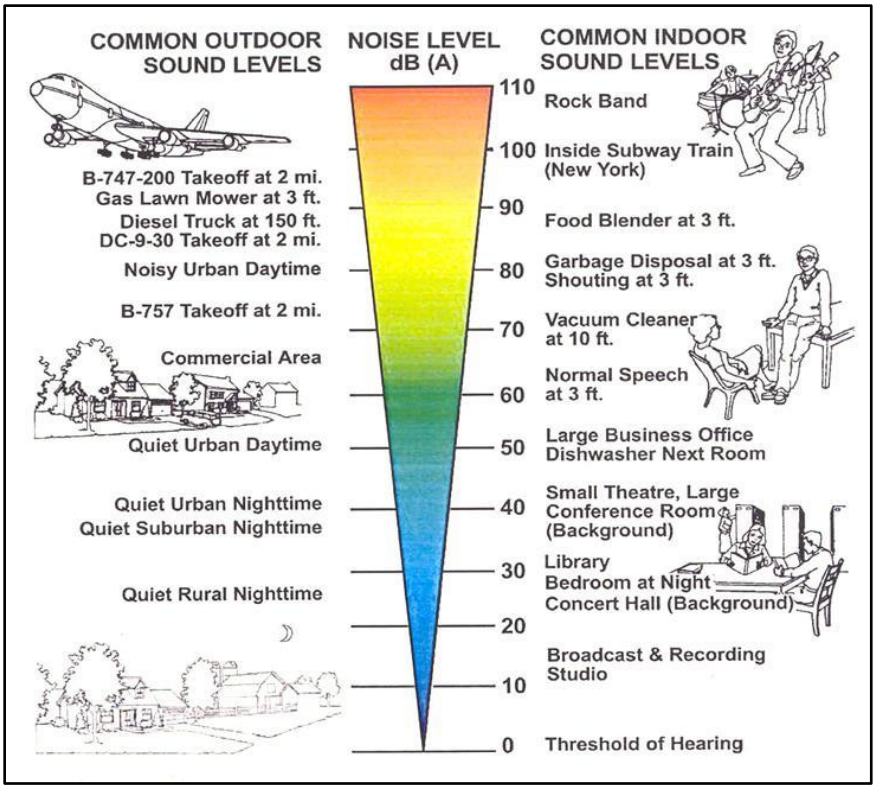

Figure 2-1 Typical Indoor and Outdoor A-Weighted Sound Levels

2.1 Relative Loudness of Environmental Noise

The relative loudness of environmental noise correlates a decibel change in sound levels with a perceived relative loudness as shown in Table 2-1. The sound level change is applicable in the field as opposed to a quiet laboratory environment where smaller sound level differences could be perceived. A decrease of 10 dB is perceived as half as loud and similarly a decrease of 20 dB is perceived as ¼ as loud. Sound level increases are perceived similarly, with a 10 dB increase perceived as a doubling of loudness and a 20 dB increase perceived as 4 times as loud.

Table 2-1 FHWA Relative Loudness of Environmental Noise

Sound Level Change	Relative Loudness	Acoustic Energy Loss
0 dB(A)	Reference	0
-3 dB(A)	Barely Perceptible Change	50%
-5 dB(A)	Readily Perceptible Change	67%
-10 dB(A)	Half as Loud	90%
-20 dB(A)	1/4 as Loud	99%
-30 dB(A)	1/8 as Loud	99.9%

*Table adapted from FHWA Highway Traffic Noise: Analysis and Abatement Guidance, revised December 2010.

3. Ambient Noise Level Survey

3.1 Ambient Noise Level Survey Procedure

To evaluate the existing ambient noise levels at the project site and the adjacent areas prior to any operational activity at the site, an ambient noise level survey was conducted.

The equipment utilized in the survey is detailed in Table 3-1. The measurement locations utilized in the survey are shown in Figure 3-1.

Table 3-1 Ambient Noise Level Survey Instrumentation

Item	Quantity	Equipment	Serial Number
Sound Level Meter	4	SVANTEK SV 971 Sound Level Meter	40386, 44598, 51622, 61564
Calibrator	1	Quest Technologies QC-10 Calibrator	QI9040120

The sound meters were deployed from Thursday, March 2 through Friday, March 3, 2022 at the four measurement locations. Measurements were conducted for 24 hours at each location. The sound level meters were programed to continuously measure and record A-weighted L_{eq} sound levels.

3.2 Ambient Noise Level Survey Results

The results of the ambient noise level survey are presented as hourly average (1-hour LA_{eq}) sound levels from Figure 3-2 to Figure 3-5 and in Table 3-2.

All sound levels are reported utilizing the A-weighted (dBA) decibel scale. The A-weighted filter is applied to instrument-measured sound levels in the effort to account for the relative loudness perceived by the human ear. As the human ear is less sensitive to low frequencies, the A-weighted filter correspondingly discounts low frequency sound observed during measurements and is widely utilized for environmental noise measurements.

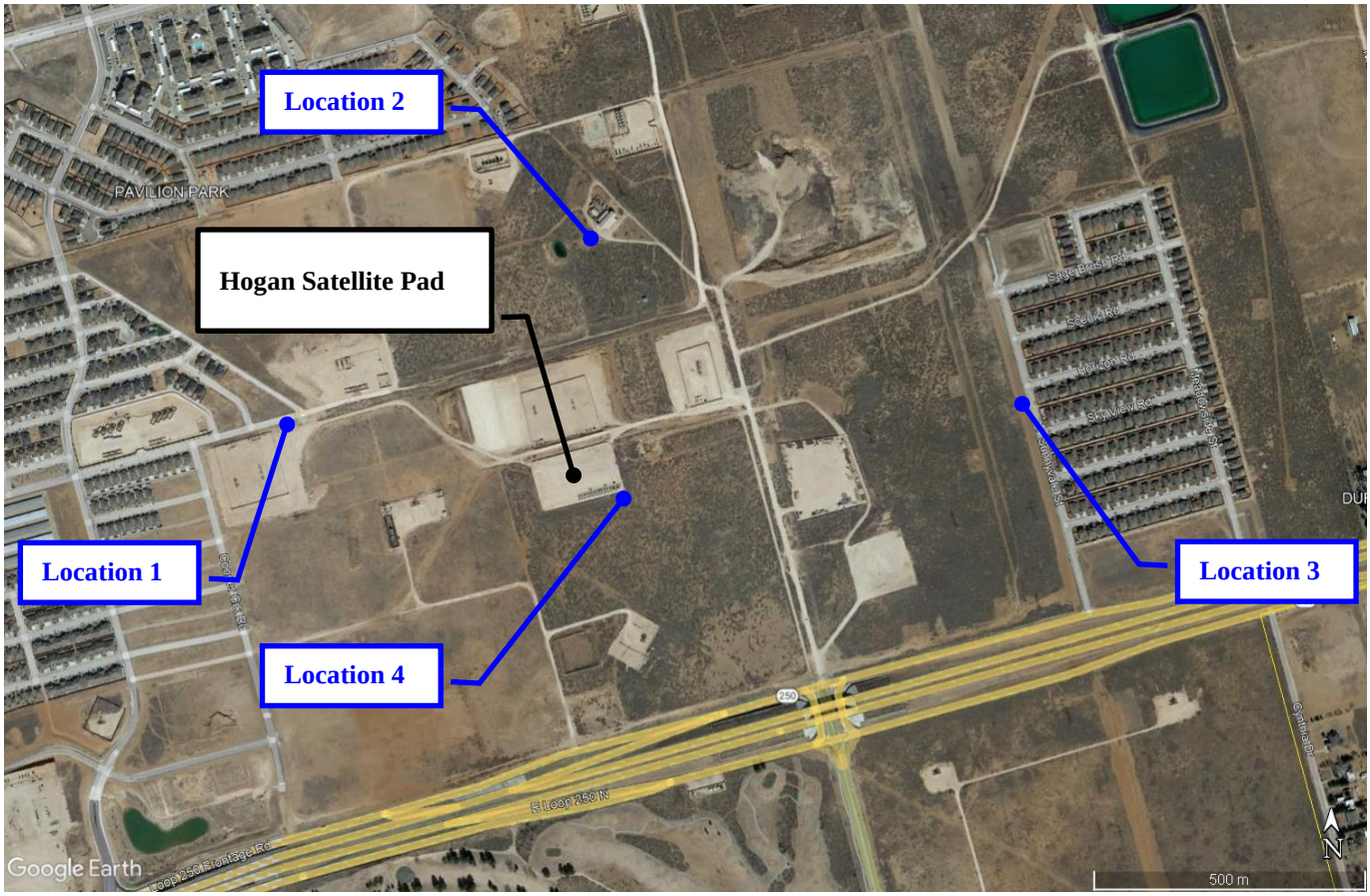

Figure 3-1 Ambient Noise Level Survey Locations

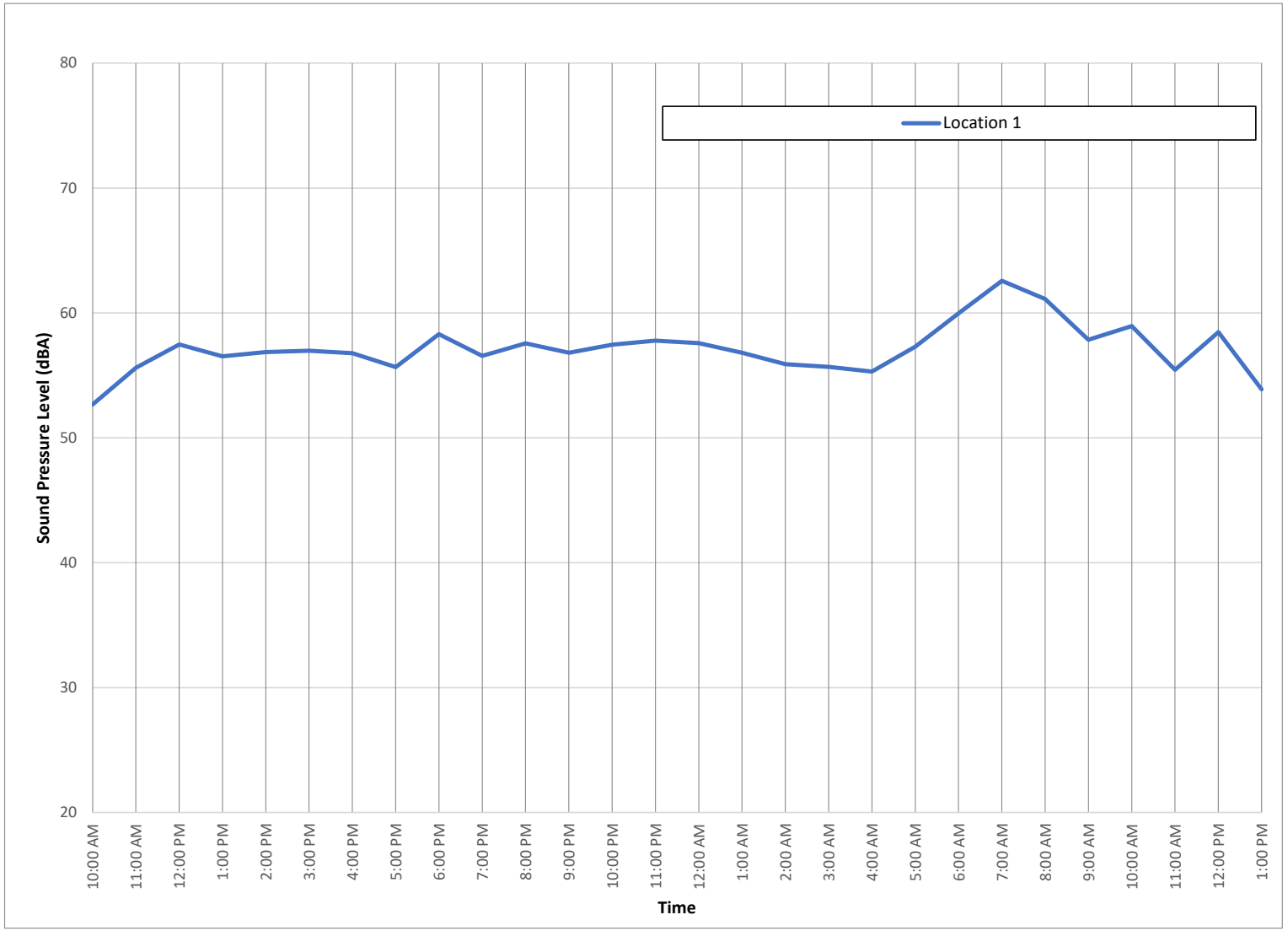

Figure 3-2 Ambient Noise Level Survey Data – Location 1

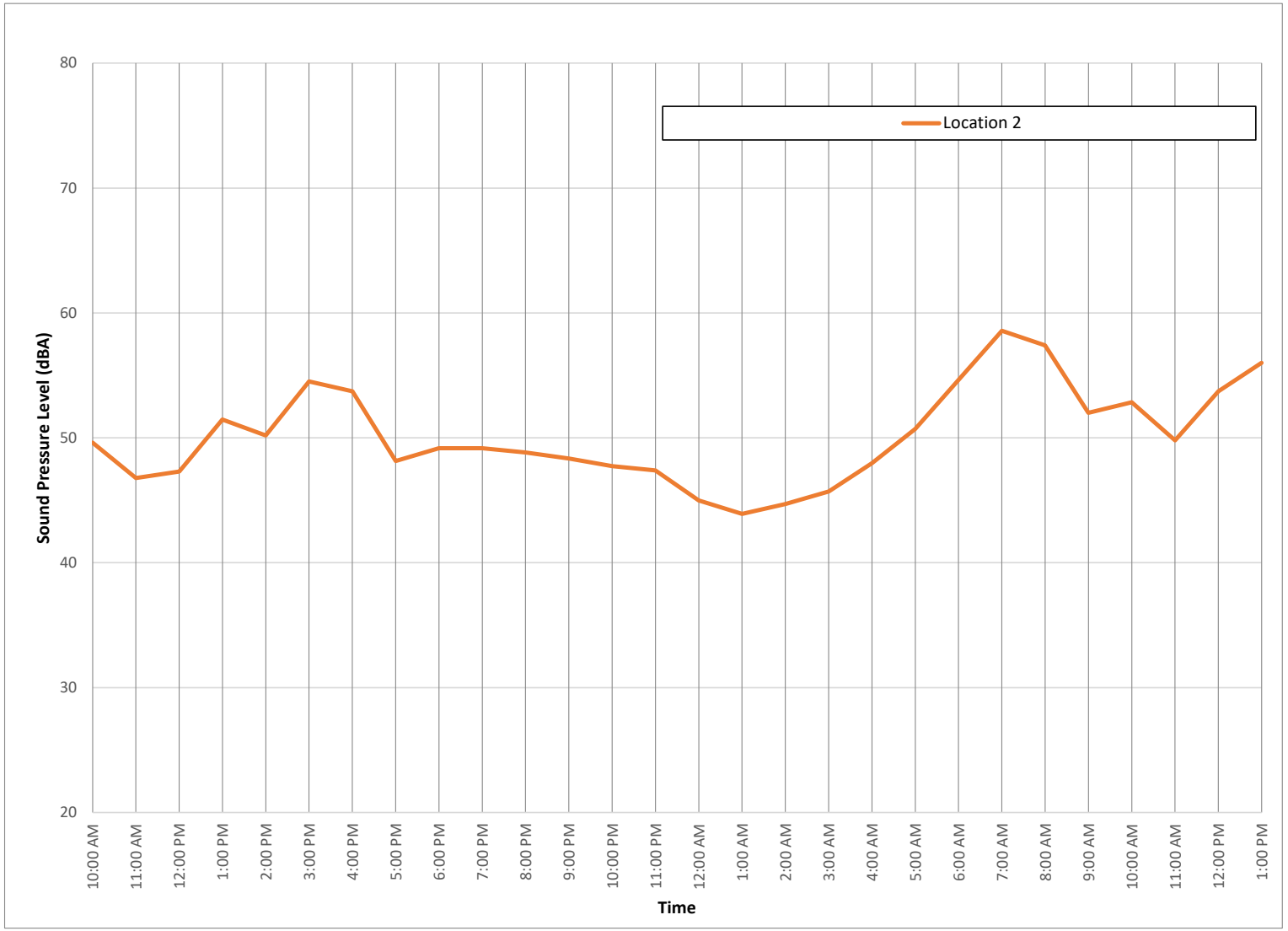

Figure 3-3 Ambient Noise Level Survey Data – Location 2

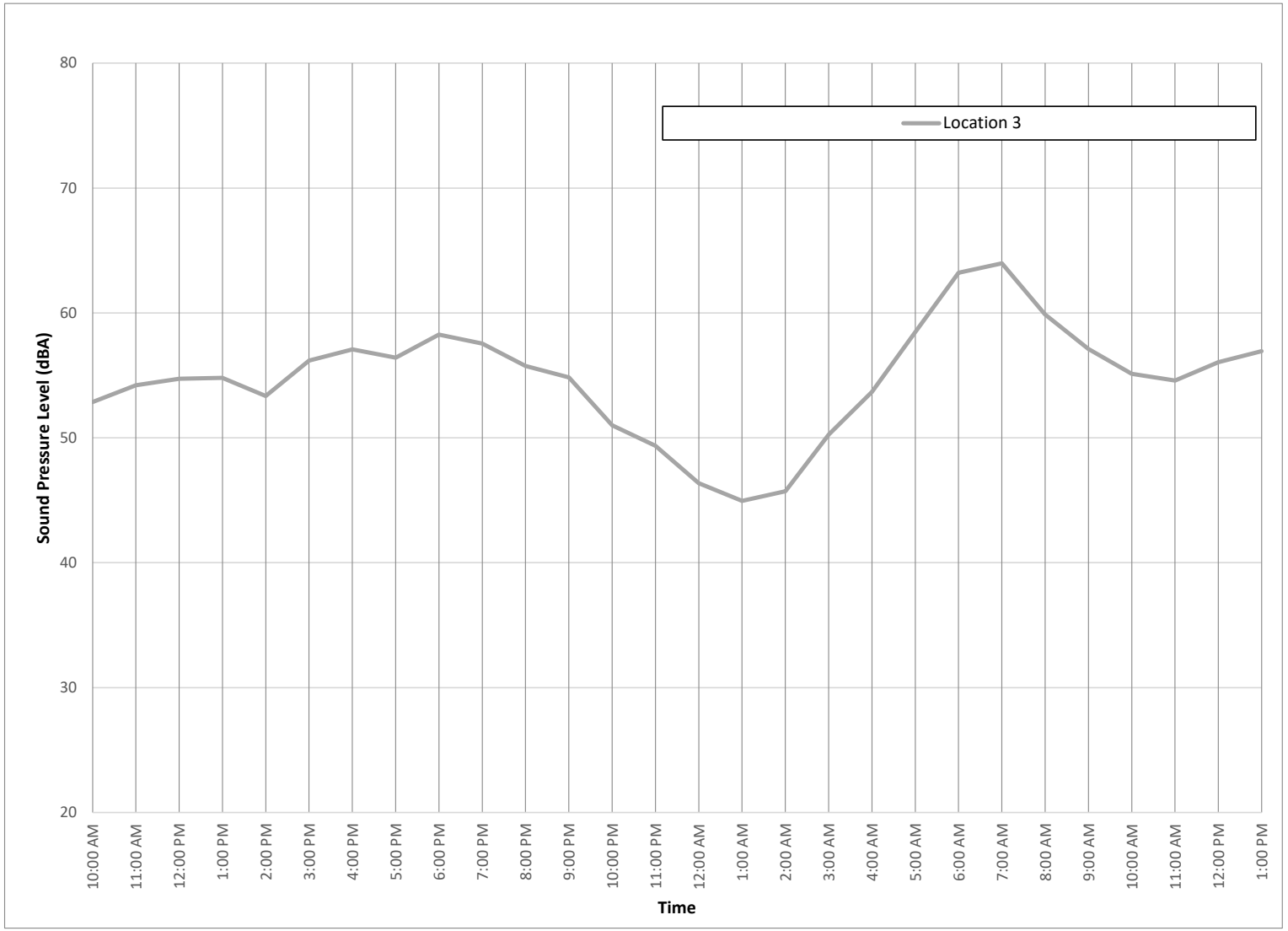

Figure 3-4 Ambient Noise Level Survey Data – Location 3

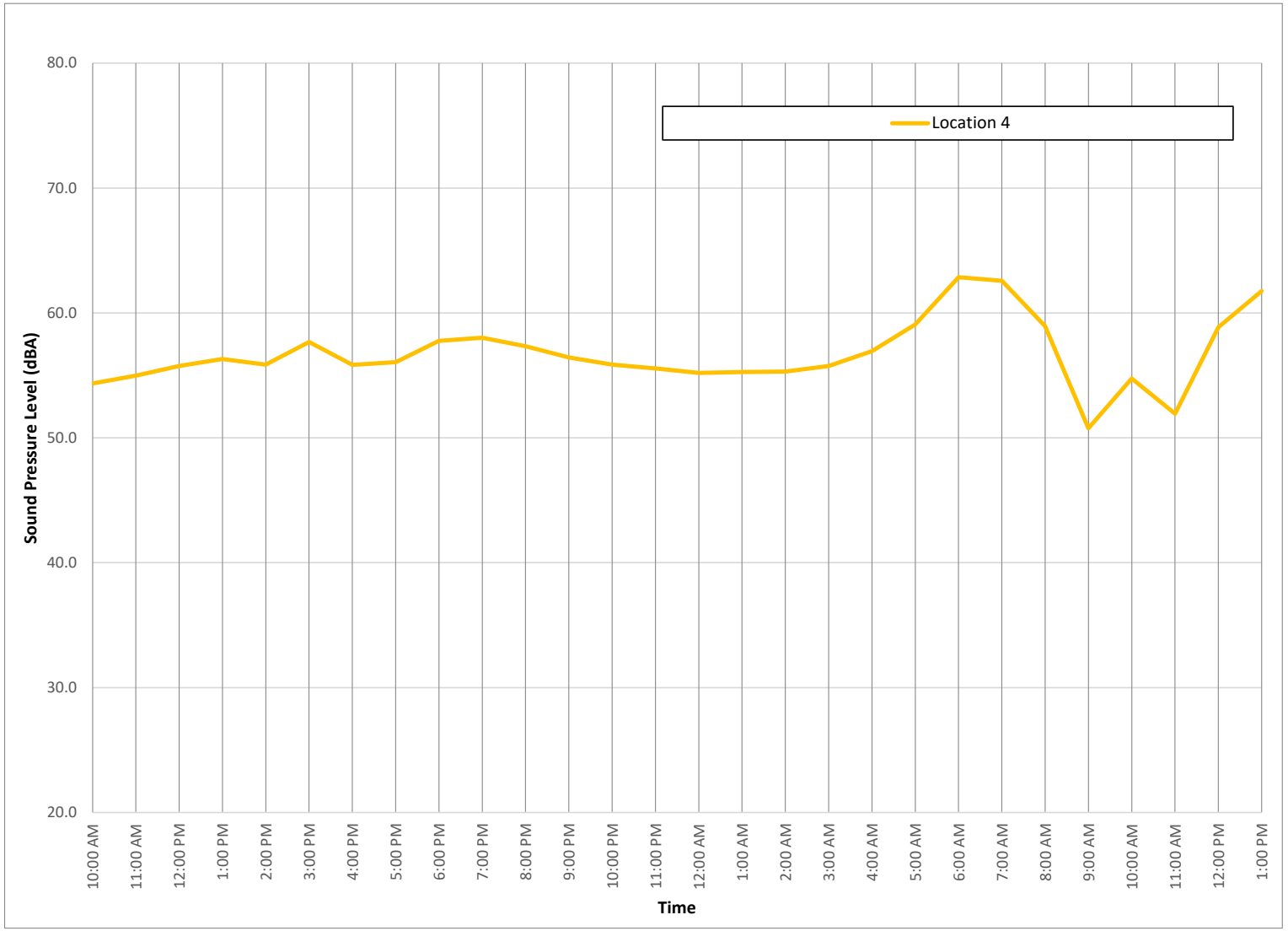

Figure 3-5 Ambient Noise Level Survey Data – Location 4

Table 3-2 Measured Ambient Noise Level Data

Time	Location 1	Location 2	Location 3	Location 4
10:00 AM	52.7	49.6	52.9	54.4
11:00 AM	55.6	46.8	54.2	55.0
12:00 PM	57.5	47.3	54.7	55.8
1:00 PM	56.5	51.5	54.8	56.3
2:00 PM	56.9	50.2	53.4	55.9
3:00 PM	57.0	54.5	56.2	57.7
4:00 PM	56.8	53.7	57.1	55.8
5:00 PM	55.7	48.2	56.4	56.1
6:00 PM	58.3	49.2	58.3	57.8
7:00 PM	56.6	49.2	57.6	58.0
8:00 PM	57.6	48.8	55.8	57.3
9:00 PM	56.8	48.3	54.8	56.4
10:00 PM	57.5	47.7	51.0	55.9
11:00 PM	57.8	47.4	49.4	55.6
12:00 AM	57.6	45.0	46.4	55.2
1:00 AM	56.8	43.9	45.0	55.3
2:00 AM	55.9	44.7	45.7	55.3
3:00 AM	55.7	45.7	50.3	55.8
4:00 AM	55.3	48.0	53.7	56.9
5:00 AM	57.3	50.7	58.5	59.1
6:00 AM	60.0	54.6	63.2	62.9
7:00 AM	62.6	58.6	64.0	62.6
8:00 AM	61.1	57.4	59.9	59.0
9:00 AM	57.9	52.0	57.1	50.8
10:00 AM	59.0	52.8	55.1	54.8
11:00 AM	55.5	49.8	54.6	51.9
12:00 PM	58.5	53.7	56.1	58.9
1:00 PM	53.9	56.0	56.9	61.8

Based on the measured ambient noise level data, the noise levels range between 52 dBA and 63 dBA at Location 1, between 43 dBA to 59 dBA at Location 2, between 45 dBA to 64 dBA at Location 3, and between 50 dBA to 63 dBA at Location 4.

4. Hogan Satellite Pad Noise Modeling

4.1 Noise Modeling Methodology

The noise modeling was completed with use of three-dimensional computer noise modeling software. All models in this report were developed with SoundPLAN 8.2 software using the ISO 9613-2 standard. Noise levels are predicted based on the locations, noise levels and frequency spectra of the noise sources, and the geometry and reflective properties of the local terrain, buildings and barriers. To ensure a conservative assessment and compliance with ISO 9613-2 standards, light to moderate winds are assumed to be blowing from the source to receptor.

The equipment sound level data used in the Hogan Satellite pad modeling is from manufacturer data, archived data of similar size equipment, and calculated data. The predicted modeling results are dependent on the modeled equipment layout (Figure 4-1) which was provided by Pioneer Natural Resources. Table 4-1 lists the sound power levels of the modeled equipment.

Table 4-1 Equipment Modeled for Hogan Satellite Pad

Quantity	Equipment	Individual Sound Power Level (dBA)
2	Motor Air-intake	103.5
2	Electric Motor	101.0
2	Cooling Outlet	100.8
2	Cooling Fan	111.8
2	Cooling Fan with Silencer*	80.7

*The cooling fan with silencer replaces the cooling fan in the mitigated models

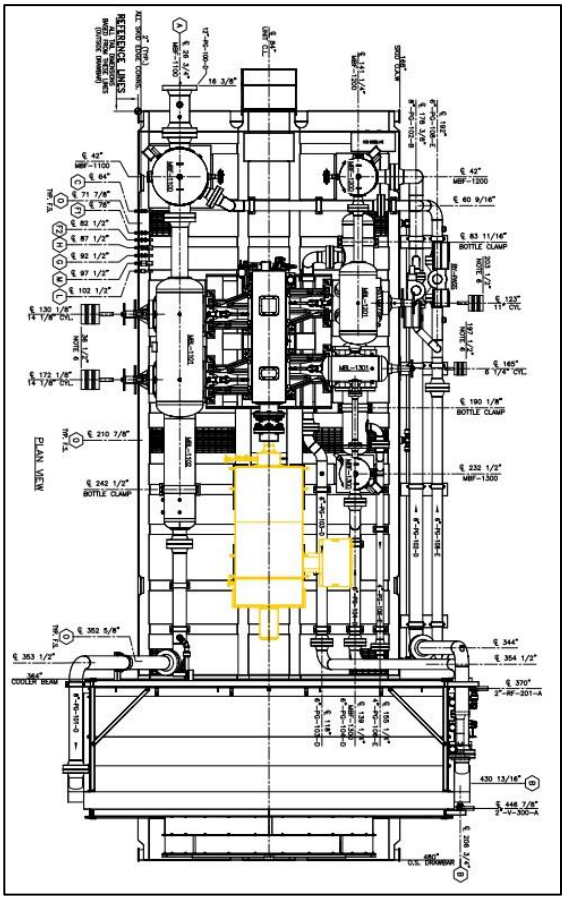

Figure 4-1 Electric Compressor Package Layout

4.2 Noise Receptors

The noise receptors have been chosen to assess the noise impact of the Hogan Satellite compression operations. Receptor locations were chosen at the closest residential property lines of the nearest properties to the Hogan Satellite pad. Figure 4-2 shows the noise receptor locations.

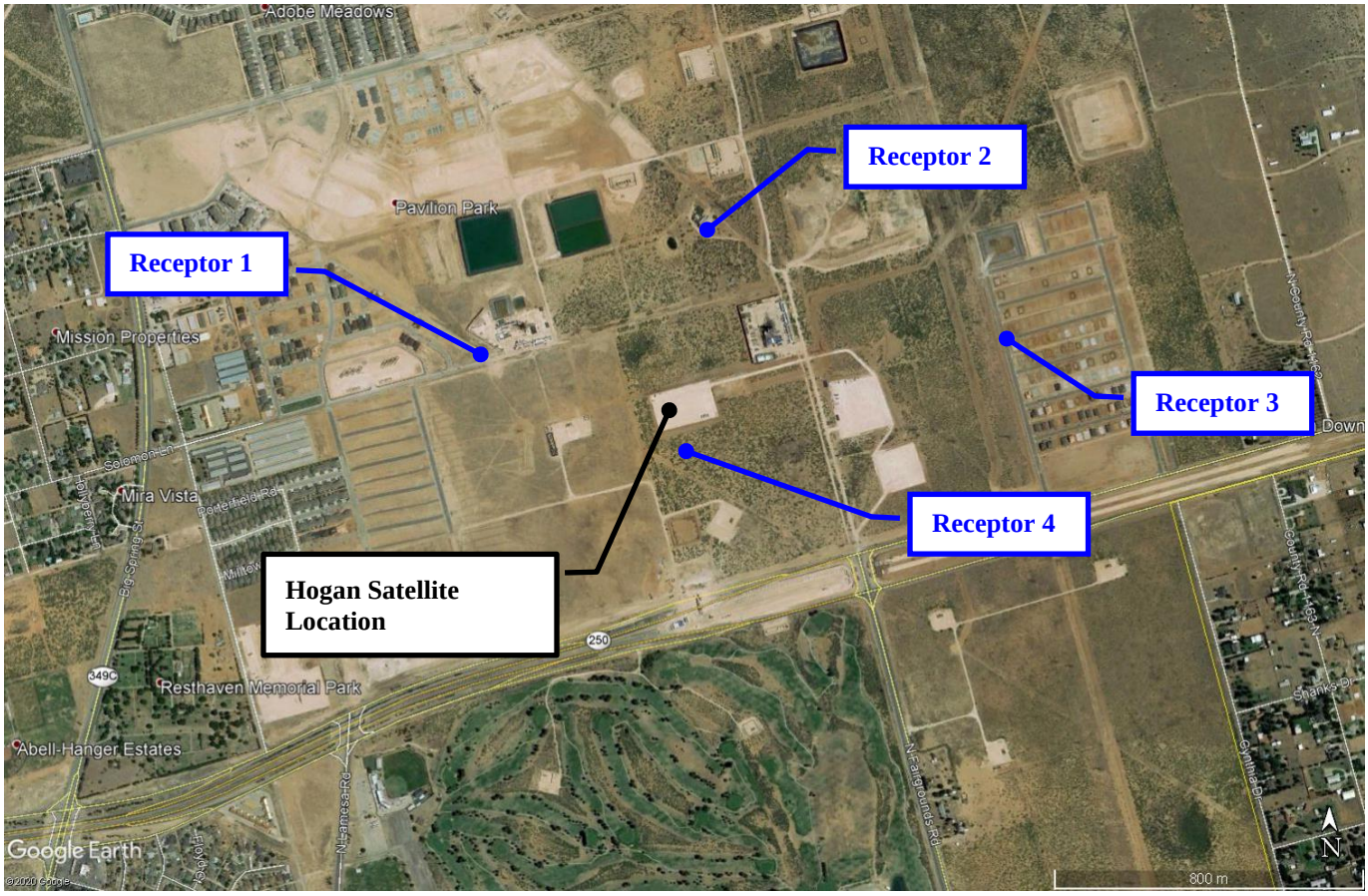

Figure 4-2 Noise Receptor Locations

Table 4-2 Receptor

Location	Receptor
Receptor 1	Northwestern Property
Receptor 2	Northern Property
Receptor 3	Eastern Property
Receptor 4	Southern Property (Possible future development)

4.3 Unmitigated Noise Modeling Results

The proposed compressor will be operational at the 24-hours a day with no difference between daytime and nighttime activities. As such, a compressor model was constructed to predict the constant, steady-state noise levels at the site.

The results of the unmitigated noise modeling are presented in Table 4-3. The calculated noise levels represent only the contribution of the compressor operation and do not include ambient noise. Actual field sound level measurements may vary from the modeled noise levels due to other noise sources such as traffic, other human activity, or environmental factors.

Table 4-3 Unmitigated Noise Modeling Results (dBA)

Location	Unmitigated Noise Level
Receptor 1	36.1
Receptor 2	42.8
Receptor 3	37.1
Receptor 4	67.4

The results of the noise modeling are also shown as noise contour map in Figure 4-3. The noise contours are provided in 5 dB increments with the color scale indicating the sound level of each contour.

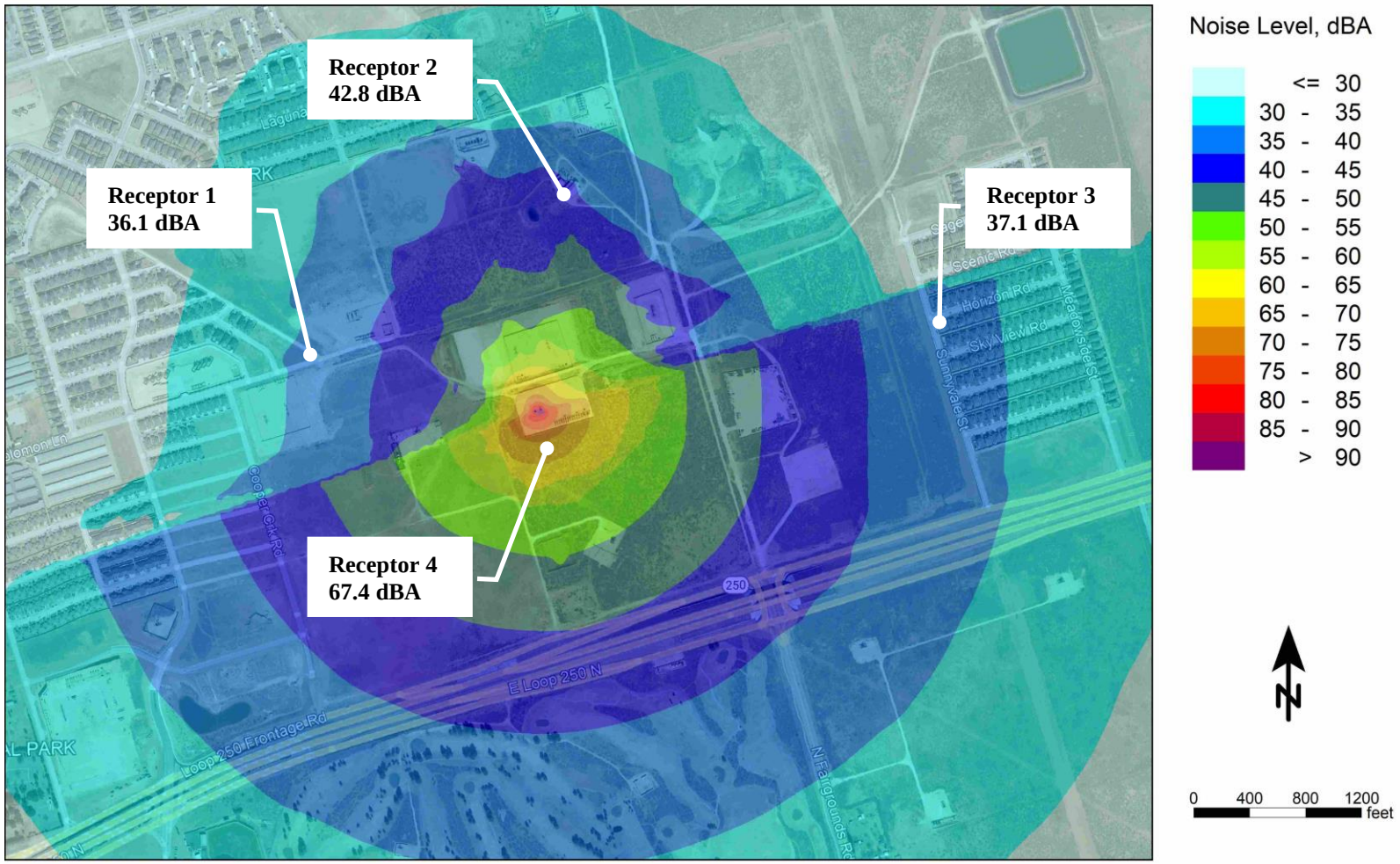

Figure 4-3 Unmitigated Proposed Hogan Satellite Compressor Noise Contour Map (dBA)

4.4 Modeled Mitigation

Based on the unmitigated noise model results, an acoustical wall layout was developed and modeled. The following noise mitigation option was modeled.

- A total of 200 linear feet of 16-foot-high, Sound Transmission Class (STC) 40 permanent acoustical barrier wall installed on the partial north, west and south sides of the compressor and ducted silencers installed on the cooling fans

The mitigation layout is shown in Figure 4-4. Appendix A contains example photographs of similar mitigation utilized in similar projects.

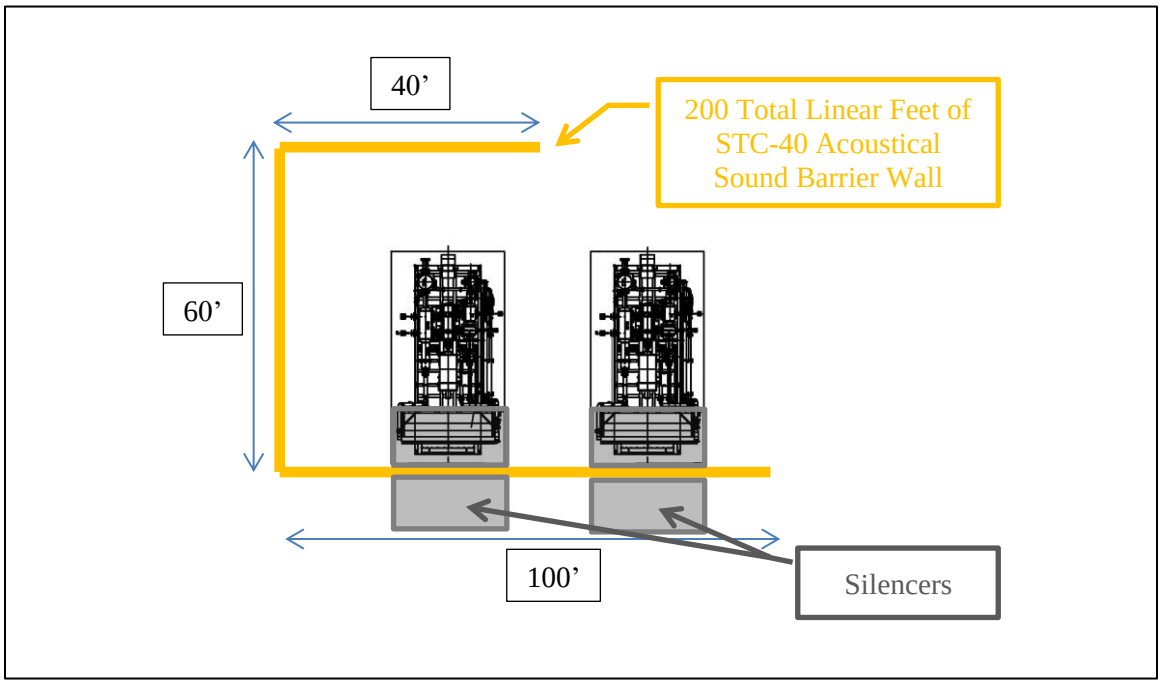

Figure 4-4 Noise Mitigation Layout

4.5 Mitigated Noise Modeling Results

The results of the mitigated noise modeling are presented in Table 4-4. The calculated noise levels represent only the contribution of the compressor operation and do not include ambient noise. Actual field sound level measurements may vary from the modeled noise levels due to other noise sources such as traffic, other human activity, or environmental factors.

Table 4-4 Mitigated Noise Modeling Results (dBA)

Location	Unmitigated Noise Level	Mitigated Noise Level
Receptor 1	36.1	29.0
Receptor 2	42.8	38.9
Receptor 3	37.1	28.3
Receptor 4	67.4	52.1

The results of the noise modeling are also shown as noise contour map in Figure 4-5. The noise contours are provided in 5 dB increments with the color scale indicating the sound level of each contour.

Figure 4-6 through Figure 4-9 show comparisons of the summations of the predicted noise levels and the measured ambient data at each location.

Generally, 3 dB(A) or less incremental noise increase is considered to be below the threshold of perception (See Table 2-1). The combination of the measured ambient noise level and the predicted mitigated compressor operational noise level at each receptor will result 3 dBA or less noise level increase any time of the day or night. Therefore, the impact of the proposed operations can be classified as “non-perceptible” at the receptor locations.

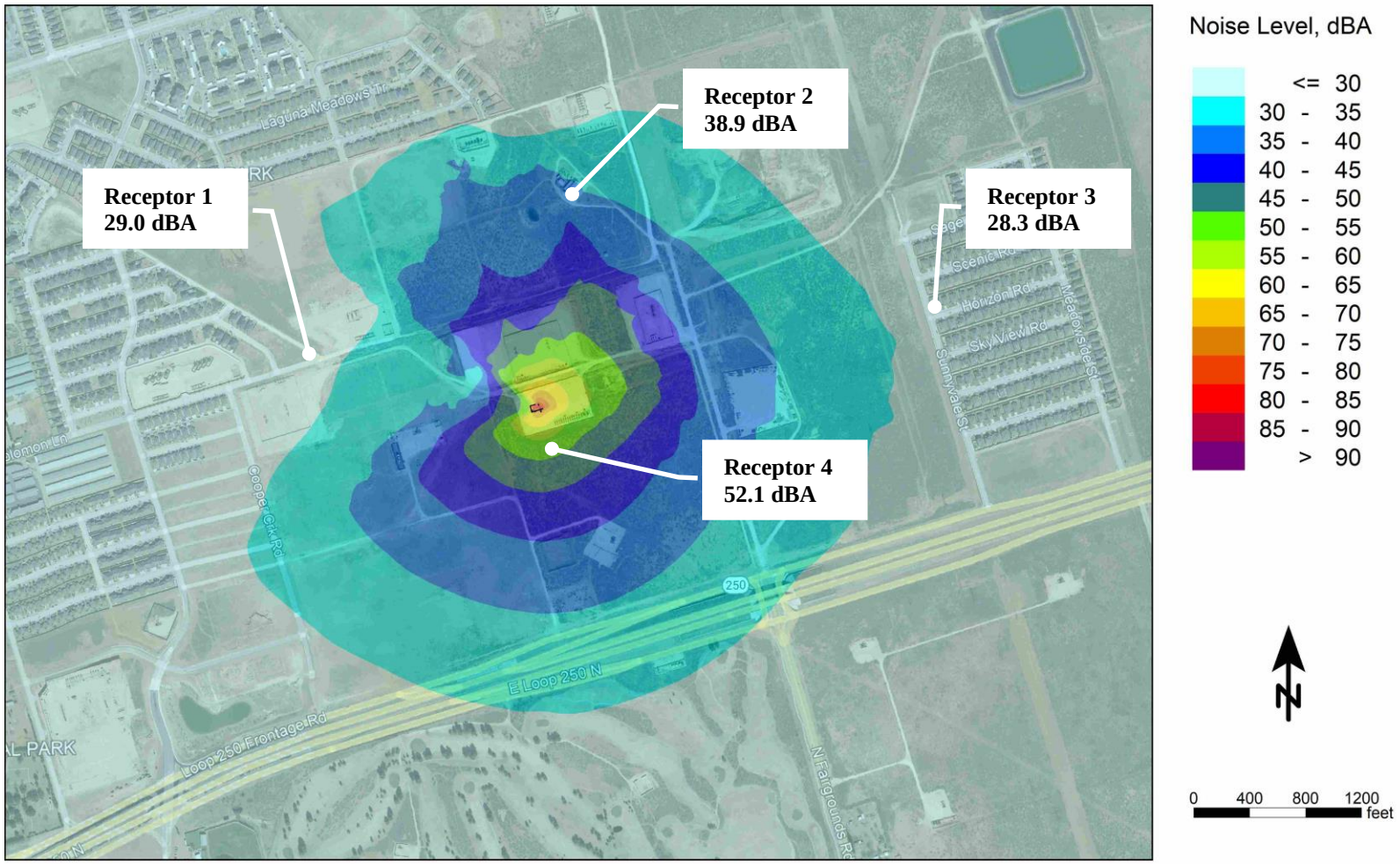

Figure 4-5 Migitated Proposed Hogan Satellite Compressor Noise Contour Map (dBA)

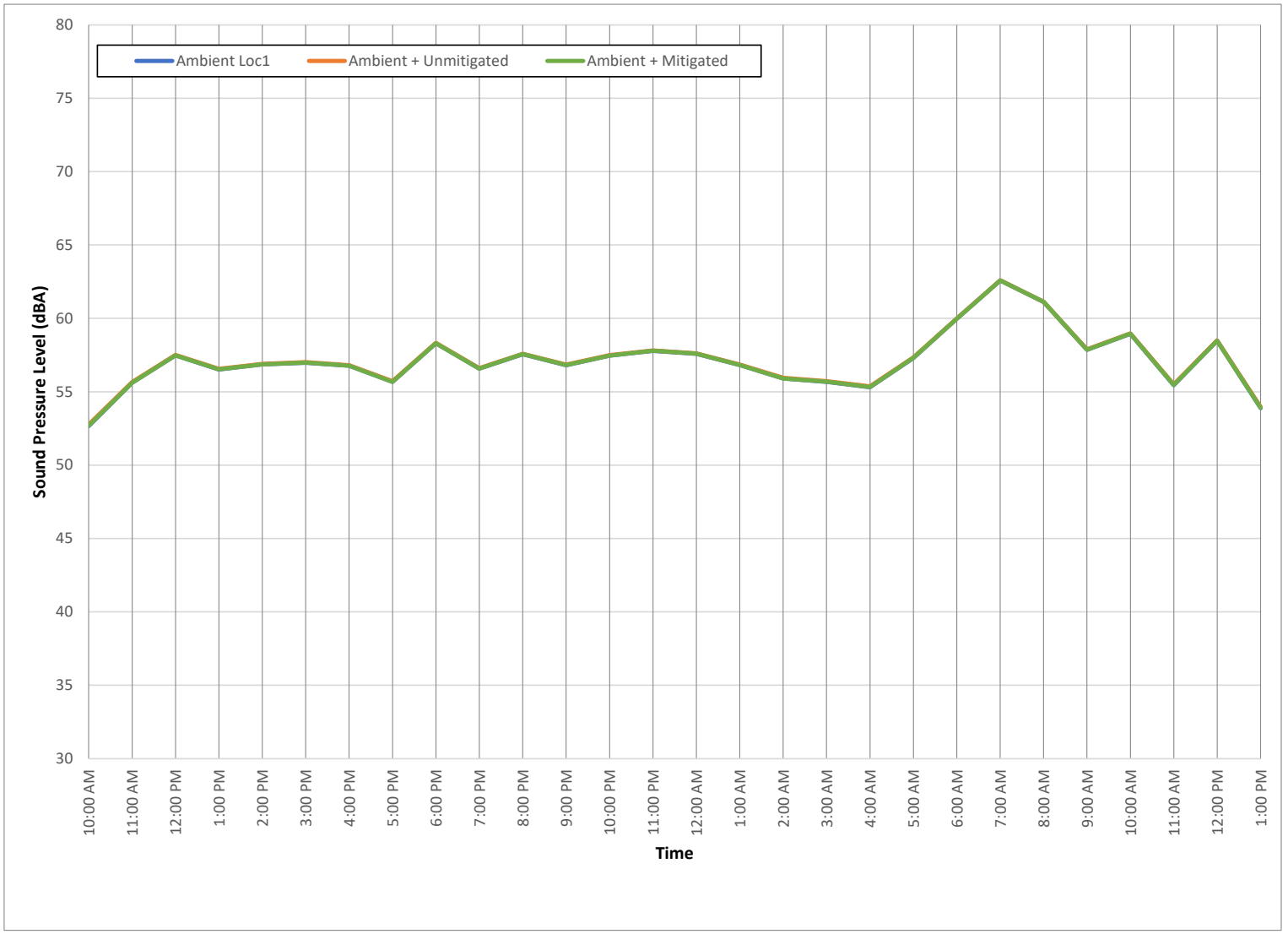

Figure 4-6 Summation of Predicted Noise Levels and Measured Ambient at Location 1 (Receptor 1)

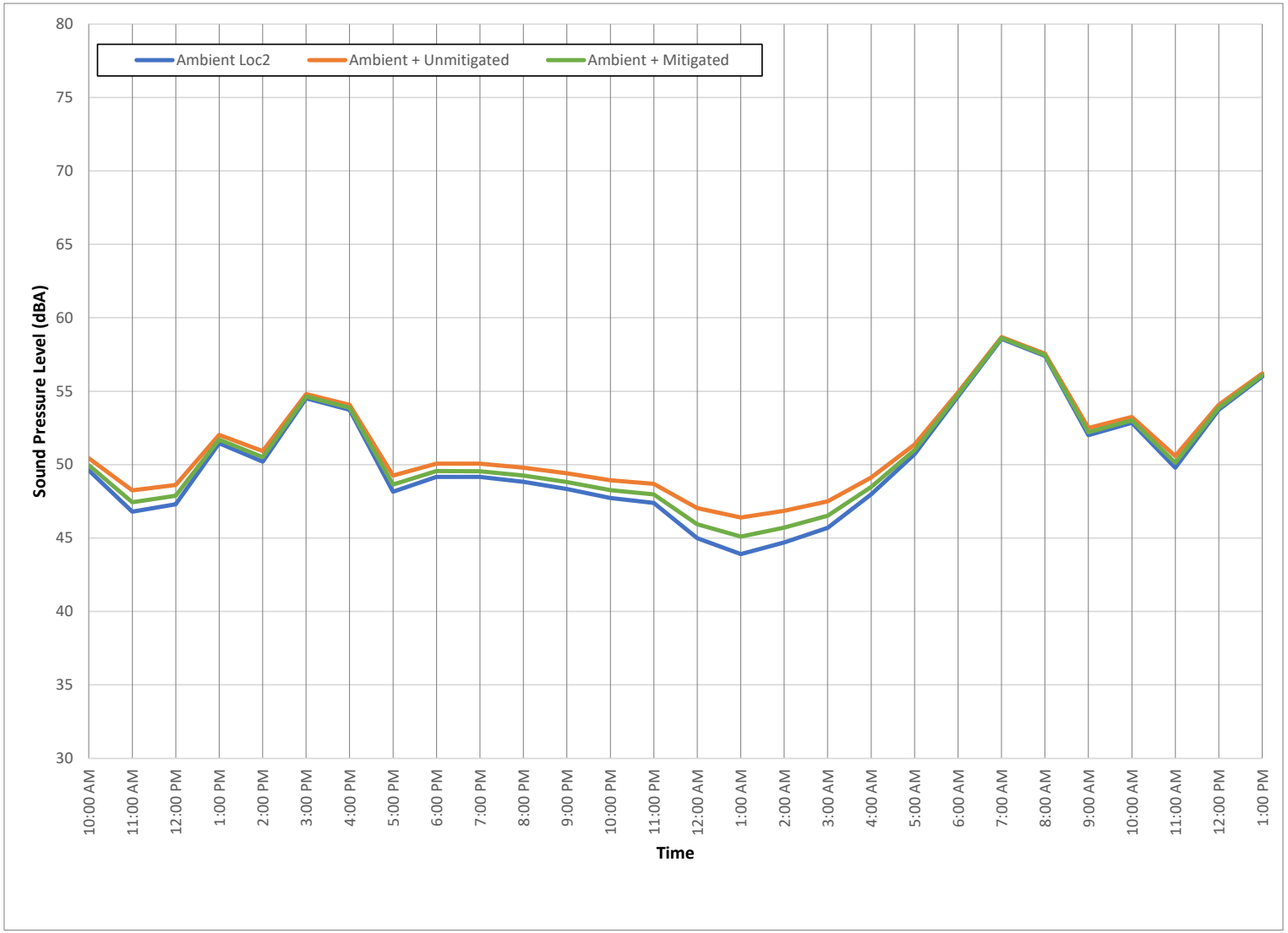

Figure 4-7 Summation of Predicted Noise Levels and Measured Ambient at Location 2 (Receptor 2)

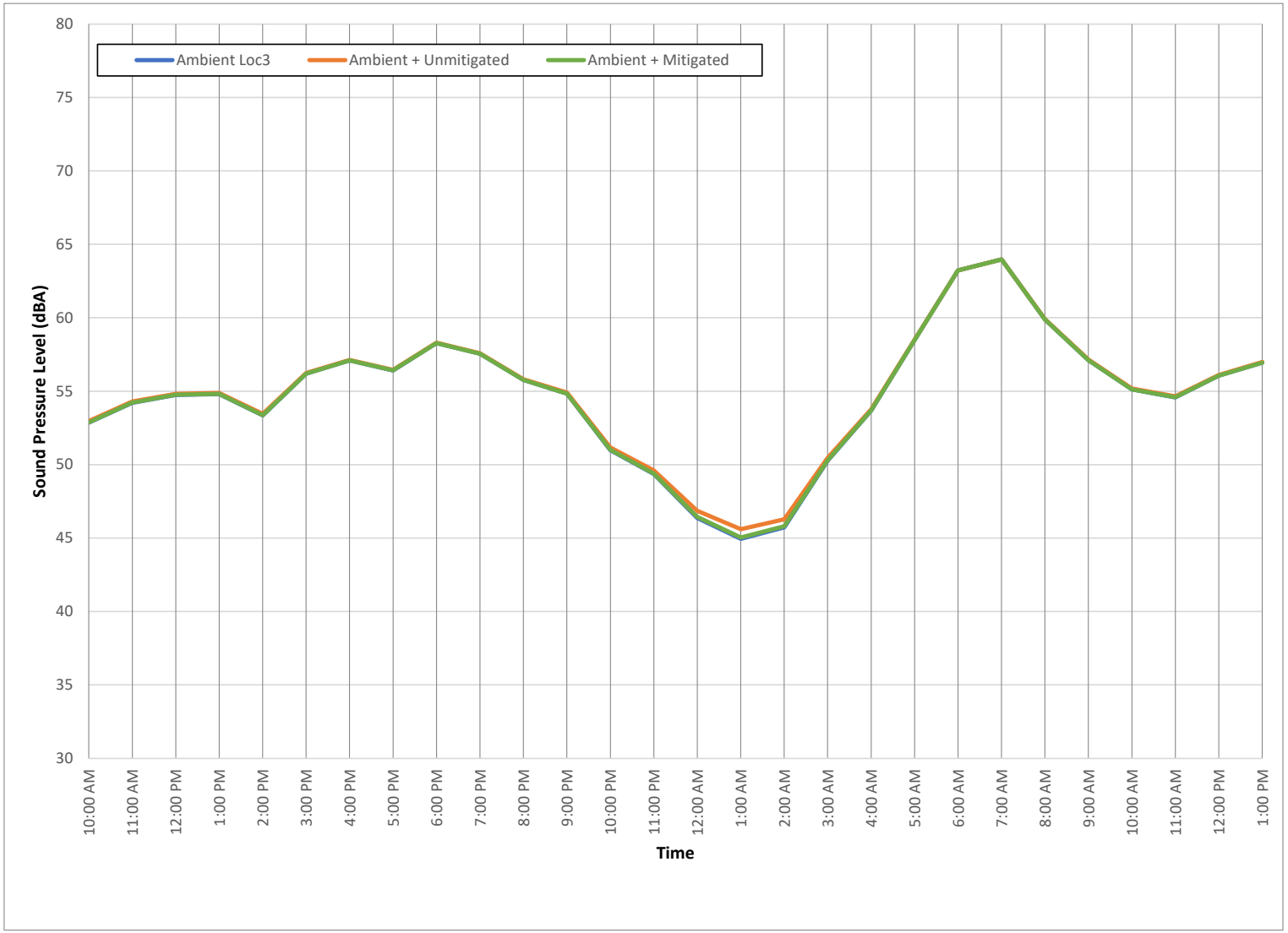

Figure 4-8 Summation of Predicted Noise Levels and Measured Ambient at Location 3 (Receptor 3)

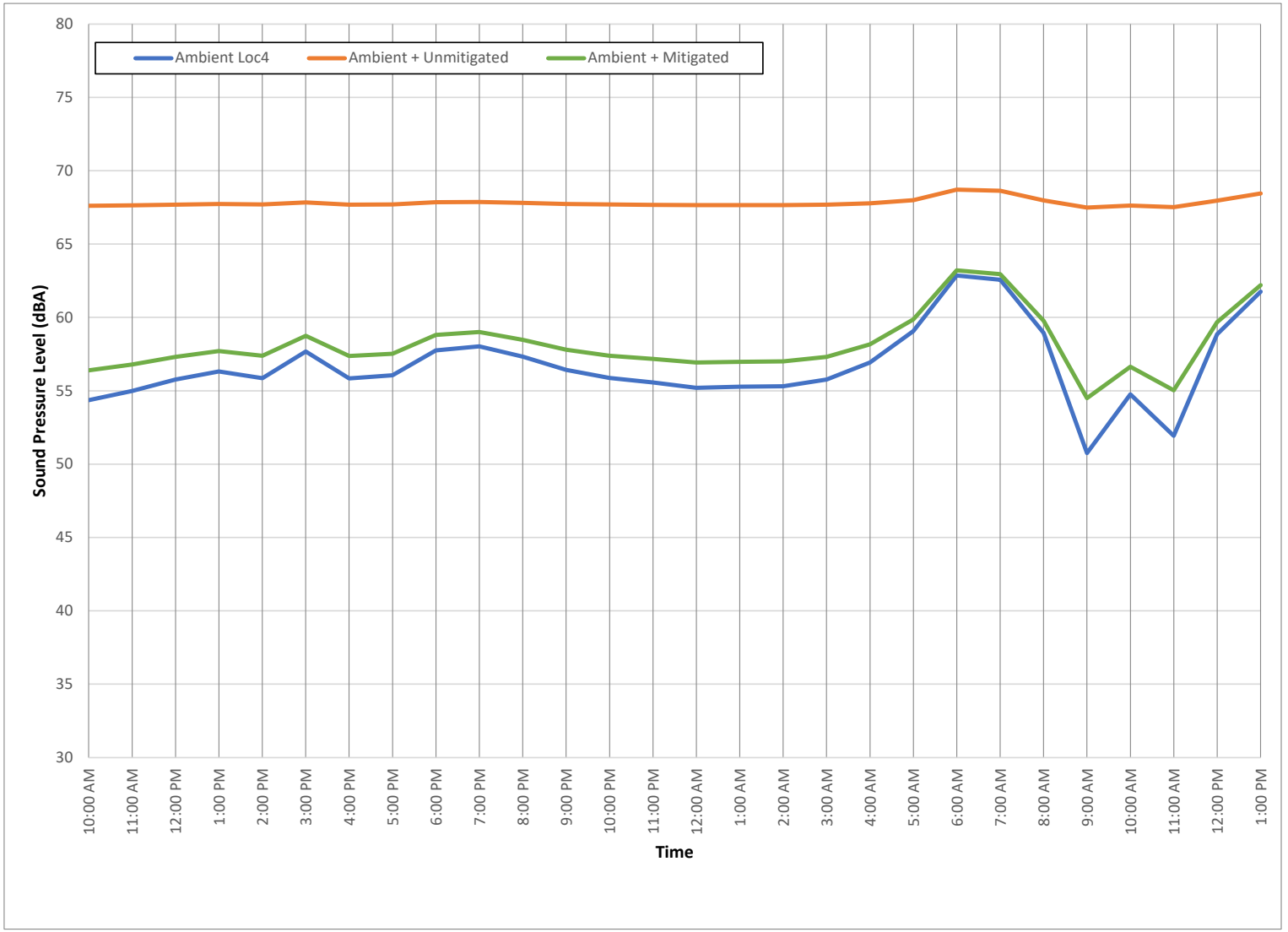

Figure 4-9 Summation of Predicted Noise Levels and Measured Ambient at Location 4 (Receptor 4)

5. Conclusion

A compressor station noise model was constructed to demonstrate the proposed compressor operations at the Hogan Satellite pad operated by Pioneer Natural Resources.

Based on the measured ambient noise level data, the range of noise levels are between 52 dBA and 63 dBA at Location 1, between 43 dBA to 59 dBA at Location 2, between 45 dBA to 64 dBA at Location 3, and between 50 dBA to 63 dBA at Location 4.

The modeling analysis resulted in a predicted unmitigated noise level of 42.8 dBA at Receptor 2, which is the closest existing residential structure to the site.

With implementation of the mitigation measure recommended in Section 4.4, the mitigated noise modeling results indicated that the predicted noise level will be up to 38.9 dBA at Receptor 2, which is the closest existing residential structure to the site. The following table shows the predicted noise level reduction due to the modeled acoustical wall.

Table 5-1 Predicted Noise Level Reductions at Receptors

Location	Noise Reduction
Receptor 1	7.1
Receptor 2	3.9
Receptor 3	8.8
Receptor 4	15.3

Generally, 3 dB(A) or less incremental noise increase is considered to be below the threshold of perception (See Table 2-1). The combination of the measured ambient noise level and the predicted mitigated compressor operational noise level at each receptor will result 3 dBA or less noise level increase any time of the day or night. Therefore, the impact of the proposed operations can be classified as “non-perceptible” at the receptor locations.

Appendix A - Mitigation System Example Photographs

Appendix B - Glossary of Acoustical Terms

Ambient Noise
The all-encompassing noise associated with a given environment at a specified time, usually a composite of sound from many sources both near and far.

Average Sound Level
See Equivalent-Continuous Sound Level

A-Weighted Sound Level, dB(A)
The sound level obtained by use of A-weighting. Weighting systems were developed to measure sound ina way that more closely mimics the ear's natural sensitivity relative to frequency so that the instrument is less sensitive to noise at frequencies where the human ear is less sensitive and more sensitive at frequencies where the human ear is more sensitive.

C-Weighted Sound Level, dBC
The sound level obtained by use of C-weighting. Follows the frequency sensitivity of the human ear at very high noise levels. The C-weighting scale is quite flat and therefore includes much more of the low-frequency range of sounds than the A and B scales. In some jurisdictions, C-weighted sound limits are used to limit the low-frequency content of noise sources.

Community Noise Equivalent Level (CNEL)
A 24-hour A-weighted average sound level which takes into account the fact that a given level of noise may be more or less tolerable depending on when it occurs. The CNEL measure of noise exposure weights average hourly noise levels by 5 dB for the evening hours (between 7:00 pm and 10:00 pm), and 10 dB between 10:00 pm and 7:00 am, then combines the results with the daytime levels to produce the final CNEL value. It is measured in decibels, dB.

Day-Night Average Sound Level (Ldn)
A measure of noise exposure level that is similar to CNEL except that there is no weighting applied to the evening hours of 7:00 pm to 10:00 pm. It is measured in decibels, dB.

Daytime Average Sound Level
The time-averaged A-weighted sound level measured between the hours of 7:00 am to 7:00 pm. It is measured in decibels, dB.

Decibel (dB)
The basic unit of measurement for sound level.

Direct Sound
Sound that reaches a given location in a direct line from the source without any reflections.

Divergence
The spreading of sound waves from a source in a free field, resulting in a reduction in sound pressure level with increasing distance from the source.

Energy Basis
This refers to the procedure of summing or averaging sound pressure levels on the basis of their squared pressures. This method involves the conversion of decibels to pressures, then performing the necessary arithmetic calculations, and finally changing the pressure back to decibels.

Equivalent-Continuous Sound Level (Leq)
The average sound level measured over a specified time period. It is a single-number measure of time-varying noise over a specified time period. It is the level of a steady sound that, in a stated time period and at a stated location, has the same A-Weighted sound energy as the time-varying sound. For example, a person who experiences an Leq of 60 dB(A) for a period of 10 minutes standing next to a busy street is exposed to the same amount of sound energy as if he had experienced a constant noise level of 60 dB(A) for 10 minutes rather than the time-varying traffic noise level.

Fast Response
A setting on the sound level meter that determines how sound levels are averaged over time. A fast sound level is always more strongly influenced by recent sounds, and less influenced by sounds occurring in the distant past, than the corresponding slow sound level. For the same non-steady sound, the maximum fast sound level is generally greater than the corresponding maximum slow sound level. Fast response is typically used to measure impact sound levels.

Field Impact Insulation Class (FIIC)
A single number rating similar to the impact insulation class except that the impact sound pressure levels are measured in the field.

Field Sound Transmission Class (FSTC)
A single number rating similar to sound transmission class except that the transmission loss values used to derive this class are measured in the field.

Flanking Sound Transmission
The transmission of sound from a room in which a source is located to an adjacent receiving room by paths other than through the common partition. Also, the diffraction of noise around the ends of a barrier.

Frequency
The number of oscillations per second of a sound wave

Hourly Average Sound Level (HNL)
The equivalent-continuous sound level, Leq, over a 1-hour time period.

Impact Insulation Class (IIC)
A single number rating used to compare the effectiveness of floor/ceiling assemblies in providing reduction of impact-generated sound such as the sound of a person's walking across the upstairs floor.

Impact Noise
The noise that results when two objects collide.

Impulse Noise
Noise of a transient nature due to the sudden impulse of pressure like that created by a gunshot or balloon bursting.

Insertion Loss
The decrease in sound power level measured at the location of the receiver when an element (e.g., a noise barrier) is inserted in the transmission path between the sound source and the receiver.

Inverse Square Law
A rule by which the sound intensity varies inversely with the square of the distance from the source. This results in a 6dB decrease in sound pressure level for each doubling of distance from the source.

L_n Sound Level
Time-varying noise environments may be expressed in terms of the noise level that is exceeded for a certain percentage of the total measurement time. These statistical noise levels are denoted L_n, where n is the percent of time. For example, the L_{50} is the noise level exceeded for 50% of the time. For a 1-hour measurement period, the L_{50} would be the noise level exceeded for a cumulative period of 30 minutes in that hour.

Masking
The process by which the threshold of hearing for one sound is raised by the presence of another sound.

Maximum Sound Level (Lmax)
The greatest sound level measured on a sound level meter during a designated time interval or event.

NC Curves (Noise Criterion Curves)
A system for rating the noisiness of an occupied indoor space. An actual octave-band spectrum is compared with a set of standard NC curves to determine the NC level of the space.

Noise Reduction
The difference in sound pressure level between any two points.

Noise Reduction Coefficient (NRC)
A single number rating of the sound absorption properties of a material. It is the average of the sound absorption coefficients at 250, 500, 1000, and 2000 Hz, rounded to the nearest multiple of 0.05.

Octave
The frequency interval between two sounds whose frequency ratio is 2. For example, the frequency interval between 500 Hz and 1,000 Hz is one octave.

Octave-Band Sound Level
For an octave frequency band, the sound pressure level of the sound contained within that band.

One-Third Octave
The frequency interval between two sounds whose frequency ratio is 2^(1/3). For example, the frequency interval between 200 Hz and 250 Hz is one-third octave.

One-Third-Octave-Band Sound Level
For a one-third-octave frequency band, the sound pressure level of the sound contained within that band.

Outdoor-Indoor Transmission Class (OITC)
A single number rating used to compare the sound insulation properties of building façade elements. This rating is designed to correlate with subjective impressions of the ability of façade elements to reduce the overall loudness of ground and air transportation noise.

Peak Sound Level (Lpk)
The maximum instantaneous sound level during a stated time period or event.

Pink Noise
Noise that has approximately equal intensities at each octave or one-third-octave band.

Point Source
A source that radiates sound as if from a single point.

RC Curves (Room Criterion Curves)
A system for rating the noisiness of an occupied indoor space. An actual octave-band spectrum is compared with a set of standard RC curves to determine the RC level of the space.

Real-Time Analyzer (RTA)
An instrument for the determination of a sound spectrum.

Receiver
A person (or persons) or equipment which is affected by noise.

Reflected Sound
Sound that persists in an enclosed space as a result of repeated reflections or scattering. It does not include sound that travels directly from the source without reflections.

Reverberation
The persistence of a sound in an enclosed or partially enclosed space after the source of the sound has stopped, due to the repeated reflection of the sound waves.

Room Absorption
The total absorption within a room due to all objects, surfaces and air absorption within the room. It is measured in Sabins or metric Sabins.

Slow Response
A setting on the sound level meter that determines how measured sound levels are averaged over time. A slow sound level is more influenced by sounds occurring in the distant past that the corresponding fast sound level.

Sound
A physical disturbance in a medium (e.g., air) that is capable of being detected by the human ear.

Sound Absorption Coefficient
A measure of the sound-absorptive property of a material.

Sound Insulation
The capacity of a structure or element to prevent sound from reaching a receiver room either by absorption or reflection.

Sound Level Meter (SLM)
An instrument used for the measurement of sound level, with a standard frequency-weighting and standard exponentially weighted time averaging.

Sound Power Level
A physical measure of the amount of power a sound source radiates into the surrounding air. It is measured in decibels.

Sound Pressure Level
A physical measure of the magnitude of a sound. It is related to the sound's energy. The terms sound pressure level and sound level are often used interchangeably.

Sound Transmission Class (STC)
A single number rating used to compare the sound insulation properties of walls, floors, ceilings, windows, or doors. This rating is designed to correlate with subjective impressions of the ability of building elements to reduce the overall loudness of speech, radio, television, and similar noise sources in offices and buildings.

Source Room
A room that contains a noise source or sources

Spectrum
The spectrum of a sound wave is a description of its resolution into components, each of different frequency and usually different amplitude.

Tapping Machine
A device used in rating different floor constructions against impacts. It produces a series of impacts on the floor under test, 10 times per second.

Tone
A sound with a distinct pitch

Transmission Loss (TL)
A property of a material or structure describing its ability to reduce the transmission of sound at a particular frequency from one space to another. The higher the TL value the more effective the material or structure is in reducing sound between two spaces. It is measured in decibels.

White Noise
Noise that has approximately equal intensities at all frequencies.

Windscreen
A porous covering for a microphone, designed to reduce the noise generated by the passage of wind over the microphone.

PIONEER
NATURAL RESOURCES

January 21, 2022

City of Midland
Ron Jenkins
Oil and Gas Coordinator
300 N. Loraine St
Midland, TX 79701

Re: Hogan Satellite Facility – Additional Compressor Application from Pioneer Natural Resources USA, Inc
SE4 of Section 1, Block X, HP Hillard Survey, Midland County, Texas

To whom it may concern,

Pioneer Natural Resources USA. Inc. ("Pioneer") currently operates the Hogan Satellite Facility (the "Site") located in Section 1, Block X, HP Hillard Survey, Midland County, Texas. Pioneer wishes to apply for a permit to operate an additional compressor(s) at the Site that may or may not add an additional level of noise to the facility and or the surrounding properties.

I, as the surface owner of the adjacent property to the Site, have been made aware of the sound study that was conducted and of the results and hereby state that I will not object to Pioneer's application for an additional compressor(s) on the Site.

Thank you,

Toni Isbell
Surface Owner

3617 N. Big Spring Midland, TX 79705 | PO Box 3178 Midland, TX 79702 T 432.683.4768 F 432.571.5063 PXD.COM

PACKET
14.55
May 24, 2022

PIONEER
NATURAL RESOURCES

April 25, 2022

City of Midland
Ron Jenkins
Oil and Gas Coordinator
300 N. Loraine St
Midland, TX 79701

Re: Hogan Satellite Facility – Application for Additional Compressor from Pioneer Natural Resources USA, Inc
SE4 of Section 1, Block X, HP Hillard Survey, Midland County, Texas

To whom it may concern,

Pioneer Natural Resources USA. Inc. ("Pioneer") currently operates the Hogan Satellite Facility (the "Site") located in Section 1, Block X, HP Hillard Survey, Midland County, Texas. Pioneer wishes to apply for a variance to operate up to two compressors at the Site that may or may not add an additional level of noise to the facility and or the surrounding properties.

I, as the surface owner of the adjacent property to the Site, have been made aware of the sound study that was conducted and of the results of said study and hereby state that I will not object to Pioneer's application for an additional compressor(s) on the Site.

Thank you,

Mal Payne

Mark Payne
Surface Owner

Mal Payne

Lawton Heritage LLC
Mark Payne, Managing Member

3617 N. Big Spring Midland, TX 79705 | PO Box 3178 Midland, TX 79702 T 432.683.4768 F 432.571.5063 PXD.COM

City Council Meeting

Item Number: 15

Meeting Date: May 24, 2022

To: City Council / City Manager

From: Ron Jenkins, Oil and Gas Coordinator

Subject: RESOLUTION APPROVING AMENDMENTS TO THE PERMITS ISSUED TO PIONEER NATURAL RESOURCES USA, INC. (“OPERATOR”) TO DRILL FIVE OIL AND GAS WELLS LOCATED IN SECTION 1, BLOCK X, H.P. HILLIARD SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 2,226 FEET AND 2,386 FEET EAST OF LAMESA ROAD AND BETWEEN 2,125 FEET AND 2,185 FEET NORTH OF LOOP 250); SAID AMENDMENTS AUTHORIZING THE USE OF ELECTRIC DRIVE COMPRESSORS (DISTRICT 1) (DEVELOPMENT SERVICES)

Purpose:

Resolution approving amendments to the permits issued to Pioneer Natural Resources USA, Inc. (“Operator”) to drill five oil and gas wells located in Section 1, Block X, H.P. Hilliard Survey, City of Midland, Midland County, Texas (Generally located between 2,226 feet and 2,386 feet east of Lamesa Road and between 2,125 feet and 2,185 feet north of Loop 250); said amendments authorizing the use electric drive compressors. Council approved the proposed drill sites on August 14, 2018; however, the applicant is requesting consideration of amended drilling conditions. Permits were authorized by the City Council by Resolution Nos. 2018-293; 2018-294; 2018-295; 2018-296; 2018-298

Recommended City Council Action:

Approve

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The amending condition proposed by Pioneer Natural Resources USA, Inc, is to amend the permit to add additional method of artificial lift to produce the well through the use of an electric drive compressor. Currently, operator is using electric submersible pump and have the ability to go to a rod pump and recently amended for use of a jet pump.

The amending condition proposed by Pioneer Natural Resources USA, Inc, is the use of an electric drive compressors at the transfer station currently occupying separators at the site. Pioneer proposes using two electric compressors at the permitted transfer station site to operate sixteen wells. Sound modeling report has been included. Per the Ordinance 8769 states:

L. 19. Compressors. No onsite compressor used to “lift gas” shall be used. No compressor of any type shall be used. In the event Operator determines the use of such compressor is necessary, a detailed plan shall be submitted by Operator to the City Council for considerations. An on-site compressor plan shall include the following information:
a. The physical size of compressor;
b. The power source of the compressor;
c. The horsepower of the compressor;
d. The noise of the compressor; and
e. The manufacturer of the compressor.

No compressor of any type shall be use unless a plan is approved by the City Council.

This request is for the use of an electrical compressor and not a diesel engine drive compressor.

Pioneer Natural Resources identifies the installation of two electric drive compressors being 40 feet long and 14 feet wide and 16 feet high with a 1500 hp compressor manufactured by A-Legacy Compressor Manufacturing, Kodiak Gas Services is the rental provider.

Per the Hogan Satellite Pad Noise Modeling Report from Behrens and Associates, Inc. dated April 11, 2022- Page 23, 5. Conclusion, states “The combination of the measured ambient noise level and the predicted mitigated compressor operational noise level at each receptor will result 3 dBA or less noise level increase any time of the day or night. Therefore, the impact of the proposed operations can be classified as “non-perceptible” at the receptor locations.”

The mitigation model includes the use of approximately of 200 linear feet of 16-foot-high, Sound Transmission Class (STC) 40 permanent acoustical barrier wall installed on the partial north, west and south sides of the compressor with ducted silencers installed on the cooling fans. Layout for the model is page 11 of report.

Pioneer is the surface owner around the Hogan Satellite pad for a very large area and has included two letters of support from the nearest surface owner to the South and the North.

The amending for the use of electric driven compressors has been allowed previously to

Endeavor, December 2019 and recently to Diamondback, April 2022.

Attachments: Amending Letter of request (4-25-22) including (location diagram, schematics, sound study), location map, two neighboring property support letters.

Morris Williams Jr.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION APPROVING AMENDMENTS TO THE PERMITS ISSUED TO PIONEER NATURAL RESOURCES USA, INC. ("OPERATOR") TO DRILL FIVE OIL AND GAS WELLS LOCATED IN SECTION 1, BLOCK X, H.P. HILLIARD SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 2,226 FEET AND 2,386 FEET EAST OF LAMESA ROAD AND BETWEEN 2,125 FEET AND 2,185 FEET NORTH OF LOOP 250); SAID AMENDMENTS AUTHORIZING THE USE OF ELECTRIC DRIVE COMPRESSORS

WHEREAS, the City Council previously approved the issuance of the permits referenced in the caption hereof to Operator to drill the following oil and gas wells within the City limits:

Hogan 1-13-C-2806H; Hogan 1-13-D-2808H; Hogan 1-13-D-4207H; Hogan 1-24-4307H; and Hogan 1-13-D-4307H; and

WHEREAS, the City Council finds it to be in the public interest to approve amendments to said permits;

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

SECTION ONE. That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a document amending said permits. Said amendment document shall be in a form substantially similar to that attached hereto as Exhibit "A", which is incorporated herein for all legal purposes.

SECTION TWO. That all other terms and conditions of said permits shall remain in full force and effect.

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"

OIL AND GAS WELL PERMIT AMENDMENT

THIS AMENDMENT is made and effective May 24, 2022, by and between the City of Midland, Texas, a home-rule municipal corporation (the "City"), and Pioneer Natural Resources USA, Inc. ("Operator").

WHEREAS, the City previously issued those certain Oil and Gas Well Permits dated August 14, 2018 (collectively, the "Permits") to Operator to drill the following oil and gas wells within the city limits: Hogan 1-13-C-2806H; Hogan 1-13-D-2808H; Hogan 1-13-D-4207H; Hogan 1-24-4307H; and Hogan 1-13-D-4307H; and

WHEREAS, the Permits were authorized by the City Council by Resolution Nos. 2018-293, 2018-294, 2018-295, 2018-296, and 2018-298; and

WHEREAS, the Permits have been in full force and effect since their effective dates and have not been allowed to lapse; and

WHEREAS, Operator has requested that the City approve certain amendments to the Permits;

W I T N E S S E T H:

For and in consideration of the execution of this Amendment and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

ARTICLE I.

Each of the Permits is hereby amended by inserting the following paragraph:

> The Midland City Council, in granting this permit, also allows the use of an electric drive compressor with permanent acoustical barriers that have a Sound Transmission Class rating of 40 located on the north, south and west sides of the pad as an additional production method; provided, however, that the noise level is to be tested at the time of installation of the electric drive compressor and annually thereafter by a qualified third-party inspector to verify that the noise level 123 feet from the edge of the Hogan Transfer Station pad is less than or equal to 3 dBA greater than the ambient noise level. The results of each test shall be submitted to the City within five business days following the conclusion of the test. If noise exceeds the aforementioned level, the wells shall be immediately shut in, and production shall not resume unless production is achieved while maintaining a noise level that does not exceed the aforementioned level.

ARTICLE II.

The Permits, inclusive of this Amendment, shall in all respects remain in full force and effect in accordance with their provisions and as amended above.

EXECUTED by the duly authorized officials as of the day and year first above written.

CITY OF MIDLAND

By:_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

PIONEER NATURAL RESOURCES USA, INC.

By:_____
Laura Wallace,
Senior Staff Regulatory Specialist

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this _____ day of _____, 20____, by Laura Wallace, Senior Staff Regulatory Specialist of Pioneer Natural Resources USA, Inc., on behalf of Pioneer Natural Resources USA, Inc.

_____
Notary Public – State of Texas

PIONEER
NATURAL RESOURCES

April 25, 2022

City of Midland
Attention: Ron Jenkins
Oil & Gas Coordinator
300 N. Loraine
Midland, Texas 78701

Re: Application for Oil & Gas Variance for the use of Compressors

Dear Mr. Jenkins,

Pioneer Natural Resources USA, Inc. respectfully requests a variance for the below referenced wells / permits in order to use the Hogan Transfer Station to place and operate two electric drive compressors within the City of Midland. Well information can be found below:

Well Name	Permit Date	Permit Resolution	Name Change Resolution	Pump Type Resolution
Hogan 1-13-C 2806H	8/14/2018	2018-294	2019-231	2021-143
Hogan 1-13-D 2808H	8/14/2018	2018-296	2019-231	2021-143
Hogan 1-24-D 4307H (1-13-C 2605H)	8/14/2018	2018-195		
Hogan 1-13-D 4207H	8/14/2018	2018-293	2019-196	2021-143
Hogan 1-13-D 4307H	8/14/2018	2018-295	2019-197	2021-143
Hogan 1-13-D 2407H	8/25/2020	2020-142		
Hogan 1-24-F 2411H	8/25/2020	2020-142		
Hogan 1-24-G 2613VH	8/25/2020	2020-142		
Hogan 1-24-H 2415HZ	2/23/2021	2021-026		
Hogan 1-24-F 4211H	12/12/2017	2017-383	2019-198	2021-146
Hogan 1-24-F 4311H	12/12/2017	2017-387	2019-199	2021-146
Hogan 1-24-E 2810H	6/25/2019	2019-195	2019-230	2021-146
Hogan 1-24-F 2812H	6/25/2019	2019-195	2019-230	2021-146
Hogan 1-24 2815H	12/12/2017	2017-381		2021-144
Hogan 1-24 4215H	12/12/2017	2017-385		2021-144
Hogan 1-24 4315H	12/12/2017	2017-389		2021-144

The wells in this area, acquired by Parsley Energy, specified the following production method:

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"Following fracture operations, production tubing, and an electric submersible pump will be installed in the well. After a period of approximately 3 months, a downhole pump and a sucker rod string assembly will then be installed in the well."

Per the Oil and Gas Ordinance (6-1-23)(L)(19):
"Compressors. No onsite compressor used to "lift gas" shall be used. No compressor of any type shall be used. In the event operator determines the use of such compressor is necessary, a detailed plan shall be submitted by operator to the City Council for consideration. An on-site compressor plan shall include the following information:

a. The physical size of the compressor – *14' Wide x 40' Long x 16' Tall*
b. The power source of the compressor – *Electric*
c. The horsepower of the compressor – *1500 hp*
d. The noise of the compressor – *100 dBA @ Unit, 55-60 dBA @ 500', 45-50 dBA @ 1200'*
e. The manufacturer of the compressor – *A-Legacy compressor manufacturing, Kodiak Gas Services is the rental provider.*

No compressor of any type shall be used unless a plan is approved by City Council."

Unfortunately, due to low total liquid volumes and gas handling limitations, the Electric Submersible Pumps (ESPs) failure rates on wells in this area are very high. With the anticipated decline in reservoir pressure, ESPs will not be a viable long-term solution. If the variance is approved, wells in this area would be converted from ESP or Jet Pump to Gas Lift using compressors. Given current well conditions, gas lift compression is the preferred method in this area.

We would like the ability to install two compressors to produce these wells using any of the following four artificial lift methods:

Electric Submersible Pump
Rod Pump
Jet Pump
Gas Lift

Please find attached, the following exhibits:

Exhibit A – A site plan with the injection line route from the transfer station to the nearby well pads.

Exhibit B – Compressor details and specifics.

Exhibit C – A sound study with information regarding any specific impacts of the equipment placed on location.

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PIONEER
NATURAL RESOURCES

Exhibit D – Support letters from nearby landowners.

Exhibit E – An amended permit fee of $1000 per well.

Should you need any additional information in order to process this variance request, please contact me directly.

Respectfully,

Laura E Wallace

Laura Wallace
Senior Staff Regulatory Specialist
laura.wallace@pxd.com

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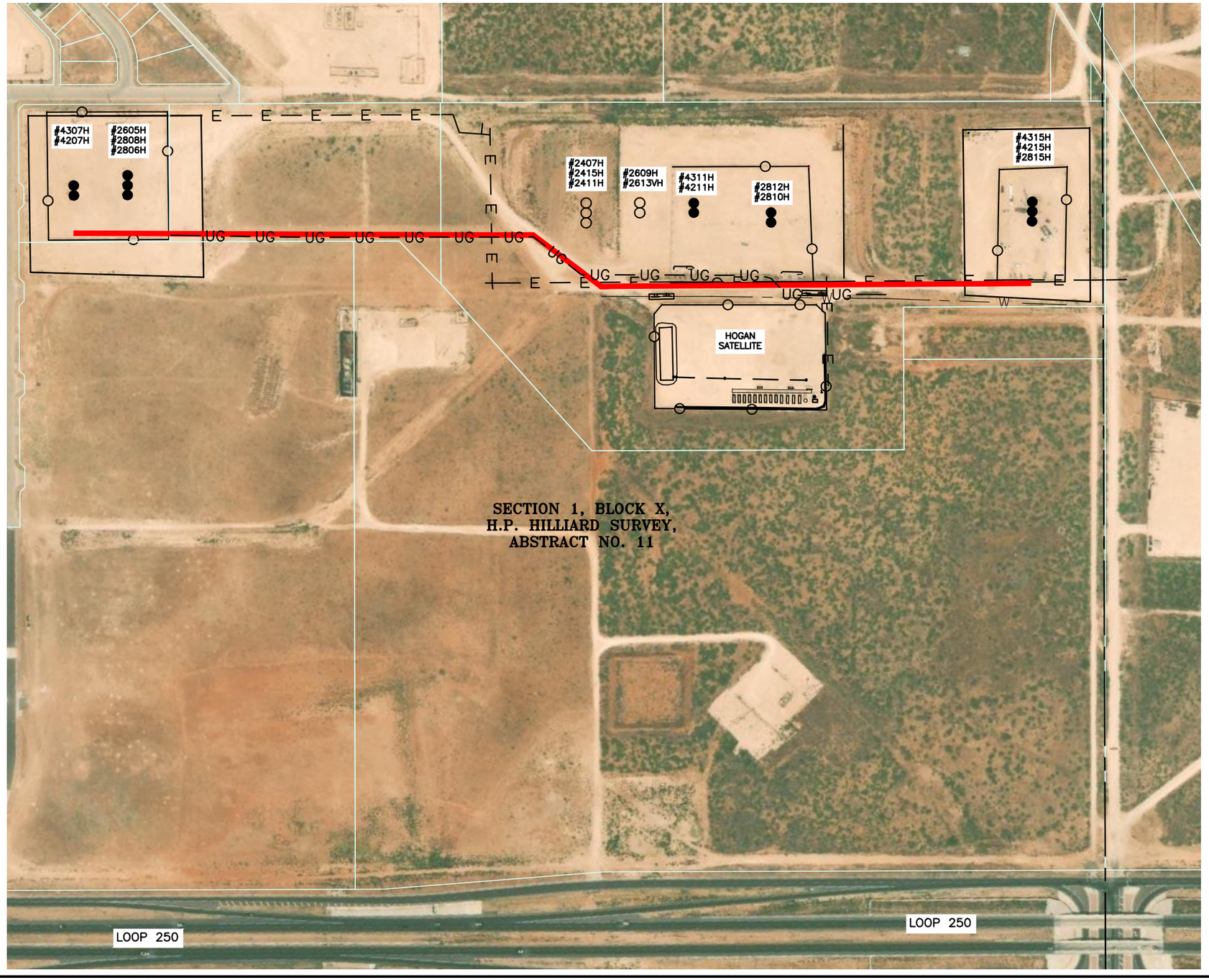


N

0’ 300’ 600’

SCALE: 1” = 300’

LEGEND

- EXISTING WELL
- PROPOSED WELL
- E — E — EXISTING OVERHEAD ELECTRICAL
- UG — UG — EXISTING BURIED PIPELINE
- W — W — EXISTING WATER LINE
- PROPOSED INJECTION LINE

HALFF®
3300 NORTH A STREET, BUILDING 2, SUITE 120
MIDLAND, TX 79705-5471
TEL (432) 253-3255
TBPELS SURVEYING FIRM #10193998

DATE: 9/22/2021
BY: J. GONZALEZ
AVO: 39678.408

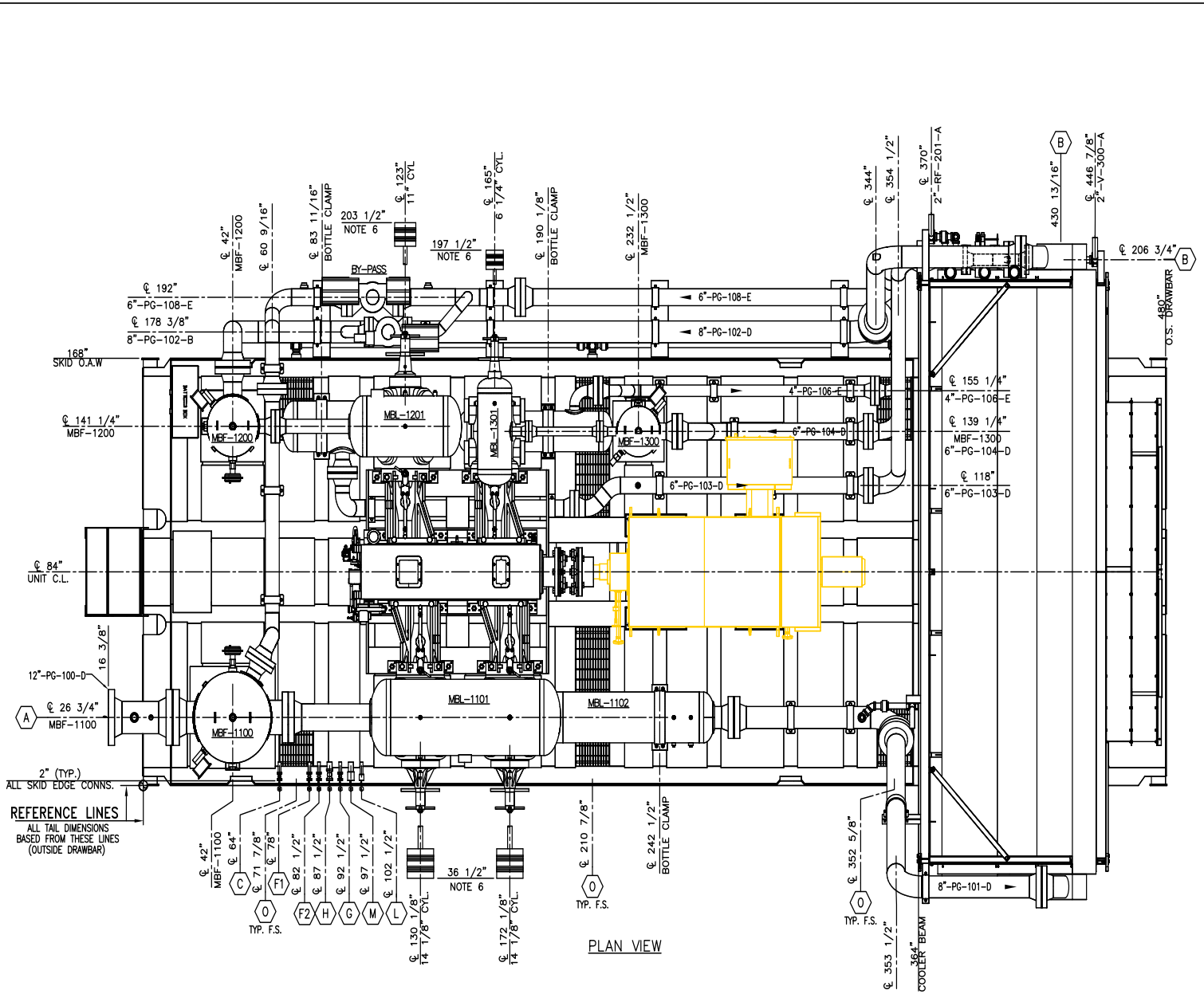
PIONEER NATURAL RESOURCES USA, INC.

EXHIBIT

INJECTION LINE ROUTE

LOCATED IN
SECTION 1, BLOCK X,
H.P. HILLIARD SURVEY,
ABSTRACT NO. 11,
MIDLAND COUNTY, TEXAS

I:\39000s\39678\408\CADD\SheetsMLD\EXHIBIT_PLATS\039697.408_EXHIBIT_INJECTION_LINE_ROUTE.dwg



CONNECTION SCHEDULE

MK	QTY	SIZE	RATING	TYPE	SERVICE
A	ONE	12"	600#	RF	UNIT INLET
B	ONE	4"	900#	RF	UNIT DISCHARGE
C	ONE	1"	3000#	FNPT	INSTRUMENT AIR / GAS INLET
F1	ONE	1"	3000#	FNPT	1ST STAGE SCRUBBER DRAIN
F2	ONE	1"	3000#	FNPT	2ND & 3RD STAGE SCRUBBER DRAIN
G	ONE	1"	3000#	FNPT	COMPRESSOR LUBE OIL MAKE-UP
H	ONE	2"	3000#	FNPT	COMPRESSOR OIL DRAIN
L	ONE	1"	3000#	FNPT	PACKING VENT AND DRAIN
M	ONE	2"	3000#	FNPT	DISTANCE PIECE DRAINS
O	SIX	2"	3000#	FNPT	SKID DRAIN BOXES

NOTES

1. UNIT TO BE INSTALLED BY CUSTOMER ON LEVEL CONCRETE FOUNDATION WITH 2" GROUT UNDER ALL FULL DEPTH MEMBERS WITH GROUNDING PROVISIONS.
2. CONCRETE FOUNDATION TO BE ADEQUATELY DESIGNED PER INDUSTRY STANDARD CONSIDERING STATIC AND DYNAMIC CONDITIONS.
3. APPROXIMATE SHIPPING WEIGHT OF PACKAGE INCLUDES THE FOLLOWING: COOLER AND ASSOCIATED PIPING, OUTRIGGERS AND ASSOCIATED PIPING,
4. CUSTOMER PIPING IS TO BE ADEQUATELY SUPPORTED NOT ALLOWING FOR EXCESS PACKAGE EDGE CONNECTION PIPE LOADS.
5. PIPING TO BE PER ANSI B31.3 LATEST EDITION.
6. DISTANCE REQUIRED TO PULL PISTON AND ROD.
7. BLOWDOWNS AND PSV's TO BE ROUTED TO TOP EDGE OF COOLER AND POINTED 45 DEG. AWAY FROM UNIT..

PACKAGE WEIGHTS (EST.)

CONDITION	WEIGHT
COMBINED DRY	151,100 LBS.
SHIPPING (NOTE 3)	124,700 LBS.

MAJOR COMPONENTS

COMPONENT	MANUFACTURER	MODEL
ENGINE	CATERPILLAR	CN2086 (1500 HP)
COMPRESSOR	ARIEL	KBK-4
CYL. THROW #1	ARIEL	14 1/8"K:21 (14.125" BORE)
CYL. THROW #2	ARIEL	6 1/4"K:21 (6.250" BORE)
CYL. THROW #3	ARIEL	14 1/8"K:21 (14.125" BORE)
CYL. THROW #4	ARIEL	11"K:21 (10.500" BORE)
COOLER	EADS	132-EX
COUPLING	TB WOODS	HSH 70
PANEL	EMIT	14280-1137

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WELDING PROCEEDURES

TOLERANCES

CUTS	±1/16"
ANGLES	±1/2"
WELD ASS'Y.	±1/8"
DECIMAL DIM.	±.005"
BEND DIM.	±1/8"

APPROVAL

NAME:
DATE:
BY:

NO	REVISION	DATE	BY	CHK
1	ADDED SKID CONNECTION "C"	8/18/21	M.R.	M.T.
0	ISSUED FOR CONSTRUCTION	8/4/21	M.R.	M.T.

KODIAK GAS SERVICES, LLC

CUSTOMER: KODIAK

LOCATION:

TITLE: COMPRESSOR PACKAGE GENERAL ARRANGEMENT PLAN VIEW

P.O. NUMBER:

UNIT NO.

DRAWN BY	DATE	CHECKED	DATE	SCALE
M.Redden	5/7/21			NONE

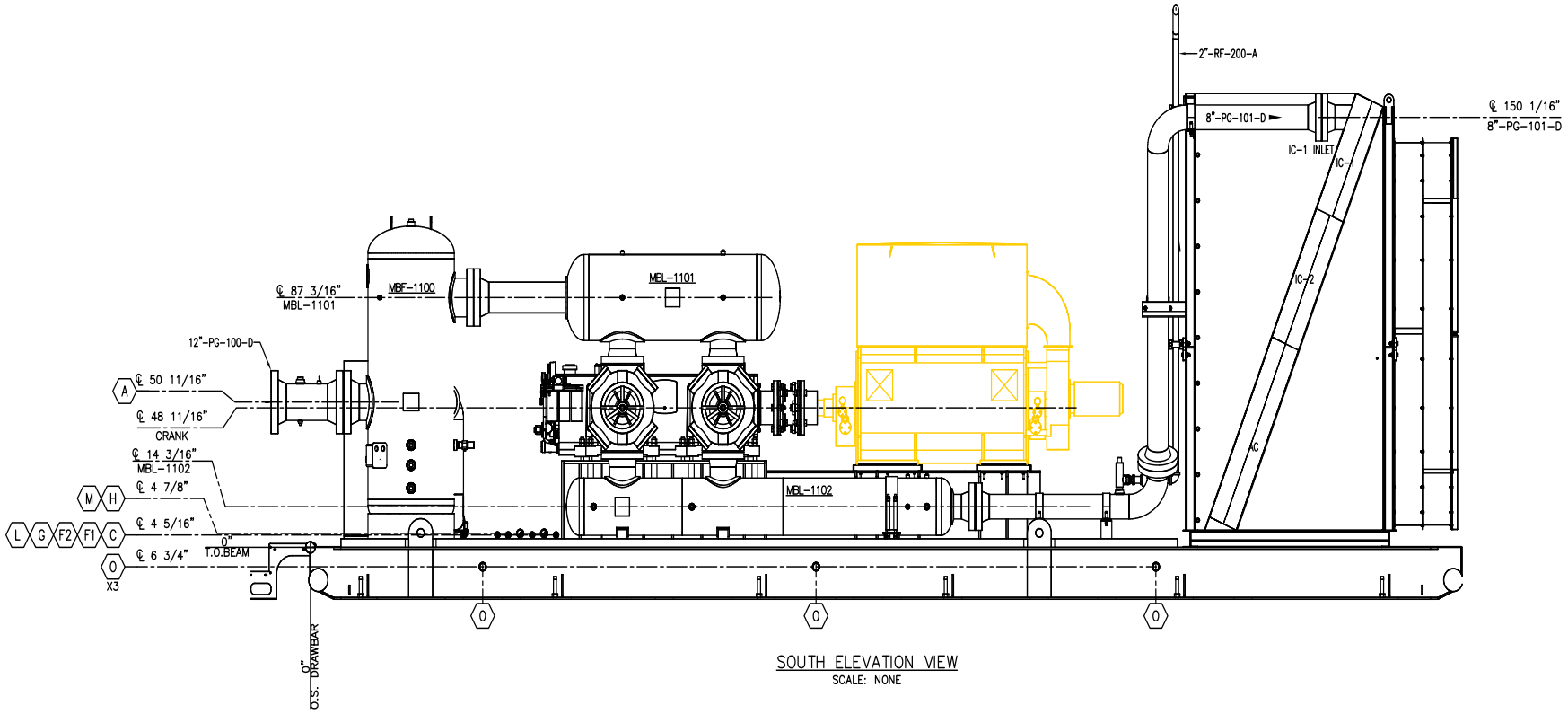
JOB NO.

DRAWING NO. 1-1500HP-KBK4-200

SHEET 1 OF 6

REV 1

PACKET
15112
May 24, 2022



SOUTH ELEVATION VIEW
SCALE: NONE

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WELDING PROCEEDURES	TOLERANCES	APPROVAL
	CUTS ±1/16"	NAME:
	ANGLES ±1/2"	DATE:
	WELD ASS'Y. ±1/8"	BY:
	DECIMAL DIM. ±.005"	
	BEND DIM. ±1/8"	

NO	REVISION	DATE	BY	CHK
1	ADDED SKID CONNECTION "C"	8/18/21	M.R.	M.T.
0	ISSUED FOR CONSTRUCTION	8/4/21	M.R.	M.T.

KODIAK GAS SERVICES, LLC

CUSTOMER: KODIAK

LOCATION:

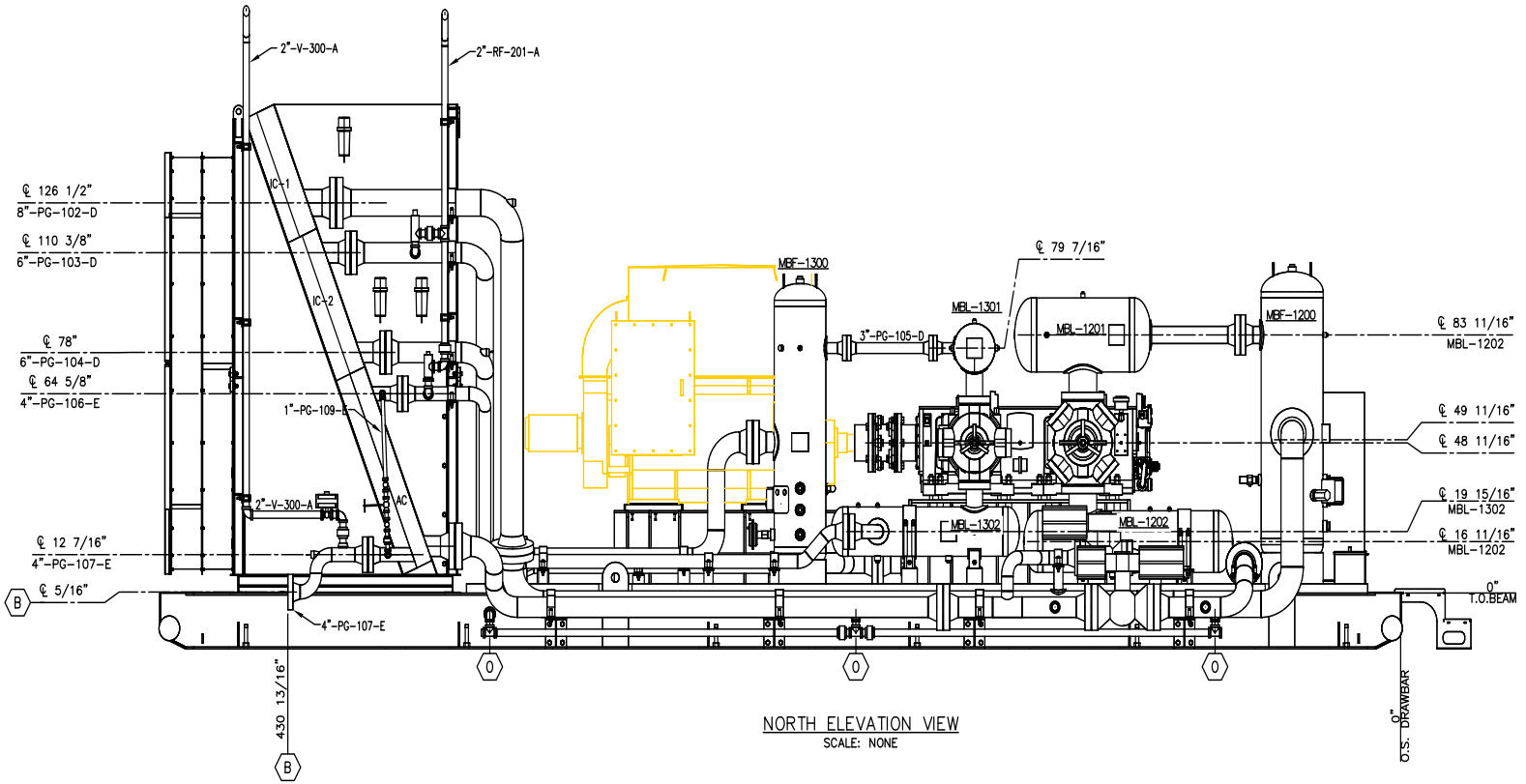
TITLE: COMPRESSOR PACKAGE GENERAL ARRANGEMENT SOUTH ELEVATION VIEW

P.O. NUMBER: | UNIT NO.:

DRAWN BY	DATE	CHECKED	DATE	SCALE
M.Redden	5/7/21			AS NOTED

JOB NO. | DRAWING NO. 1-1500HP-KBK4-200 | SHEET 2 OF 6 | REV 1

PACKET 15.13 May 24, 2022



NORTH ELEVATION VIEW
SCALE: NONE

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WELDING PROCEEDURES	TOLERANCES	APPROVAL
	CUTS ±1/16"	NAME:
	ANGLES ±1/2"	DATE:
	WELD ASS'Y. ±1/8"	BY:
	DECIMAL DIM. ±.005"	
	BEND DIM. ±1/8"	

NO	REVISION	DATE	BY	CHK
1	ADDED SKID CONNECTION "C"	8/18/21	M.R.	M.T.
0	ISSUED FOR CONSTRUCTION	8/4/21	M.R.	M.T.

KODIAK GAS SERVICES, LLC

CUSTOMER: KODIAK

LOCATION:

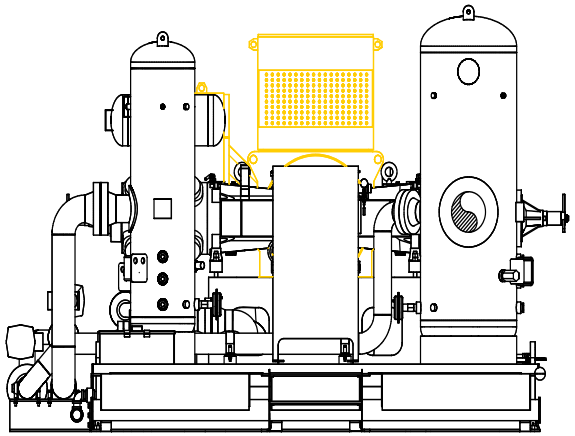
TITLE: COMPRESSOR PACKAGE GENERAL ARRANGEMENT NORTH ELEVATION VIEW

P.O. NUMBER: | UNIT NO.:

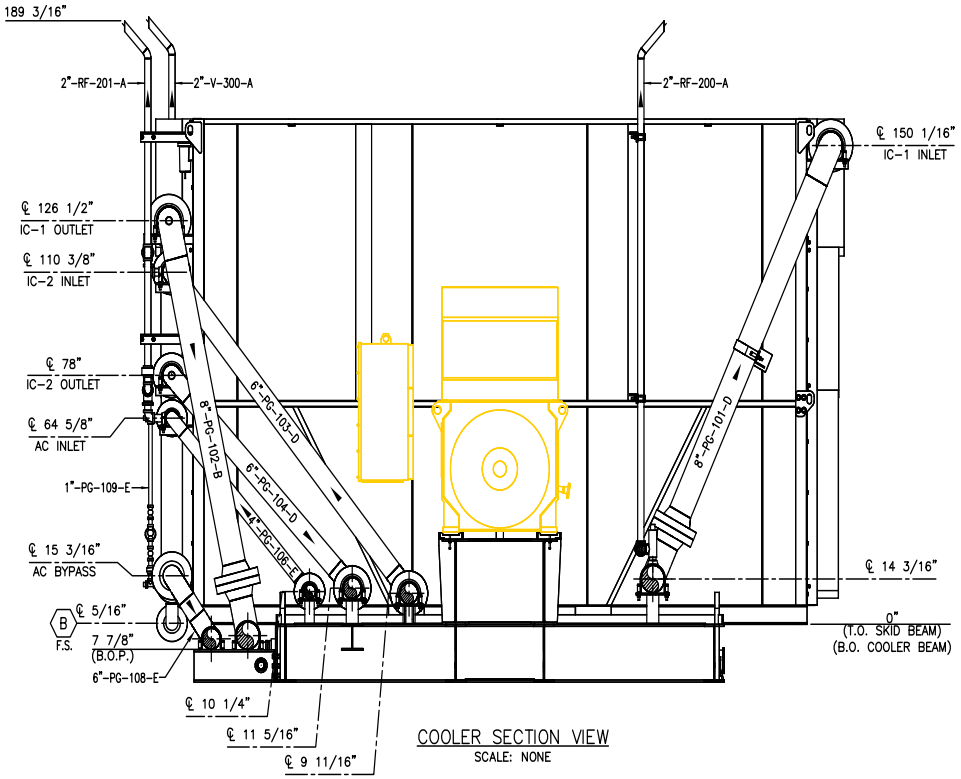
DRAWN BY	DATE	CHECKED	DATE	SCALE
M.Redden	5/7/21			AS NOTED

JOB NO. | DRAWING NO. 1-1500HP-KBK4-200 | SHEET 3 OF 6 | REV 1

PACKET 15.14 May 24, 2022



WEST ELEVATION VIEW
SCALE: NONE



COOLER SECTION VIEW
SCALE: NONE

PACKET

15.15

May 24, 2022

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WELDING PROCEEDURES	TOLERANCES	APPROVAL
	CUTS ±1/16" ANGLES ±1/2" WELD ASS'Y. ±1/8" DECIMAL DIM. ±.005" BEND DIM. ±1/8"	NAME: DATE: BY:

NO	REVISION	DATE	BY	CHK
1	ADDED SKID CONNECTION "C"	8/18/21	M.R.	M.T.
0	ISSUED FOR CONSTRUCTION	8/4/21	M.R.	M.T.

KODIAK GAS SERVICES, LLC

CUSTOMER: KODIAK

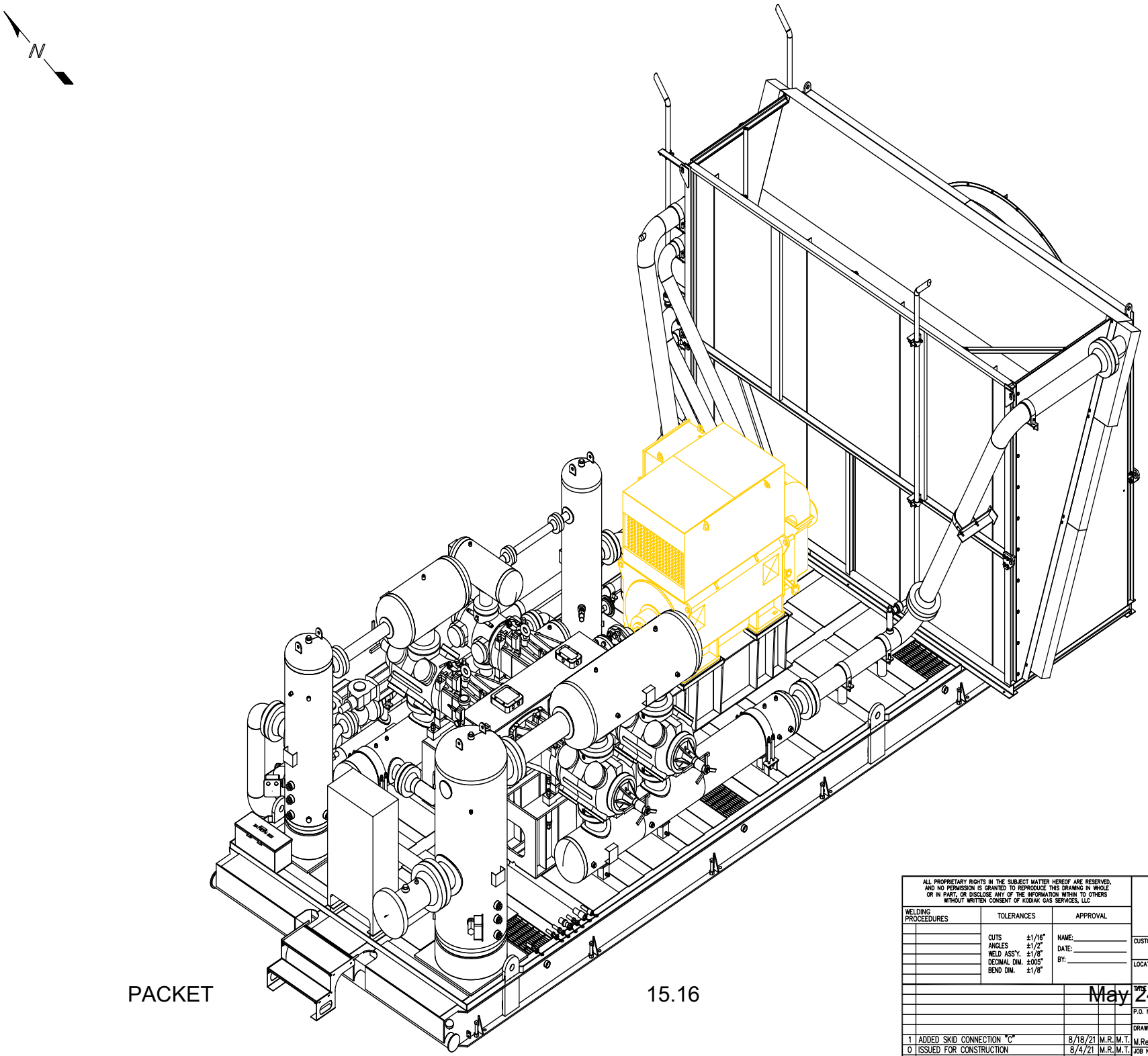
LOCATION:

TITLE: COMPRESSOR PACKAGE GENERAL ARRANGEMENT WEST ELEVATION AND COOLER SECTION VIEW

P.O. NUMBER: | UNIT NO.

DRAWN BY	DATE	CHECKED	DATE	SCALE
M.Redden	5/7/21			AS NOTED

JOB NO. | DRAWING NO. 1-1500HP-KBK4-200 | SHEET 4 OF 6 | REV 1



PACKET 15.16 May 24, 2022

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WELDING PROCEEDURES	TOLERANCES	APPROVAL
	CUTS ±1/16"	NAME:
	ANGLES ±1/2"	DATE:
	WELD ASS'Y. ±1/8"	BY:
	DECIMAL DIM. ±.005"	
	BEND DIM. ±1/8"	

NO	REVISION	DATE	BY	CHK
1	ADDED SKID CONNECTION "C"	8/18/21	M.R.	M.T.
0	ISSUED FOR CONSTRUCTION	8/4/21	M.R.	M.T.

KODIAK GAS SERVICES, LLC

CUSTOMER: KODIAK

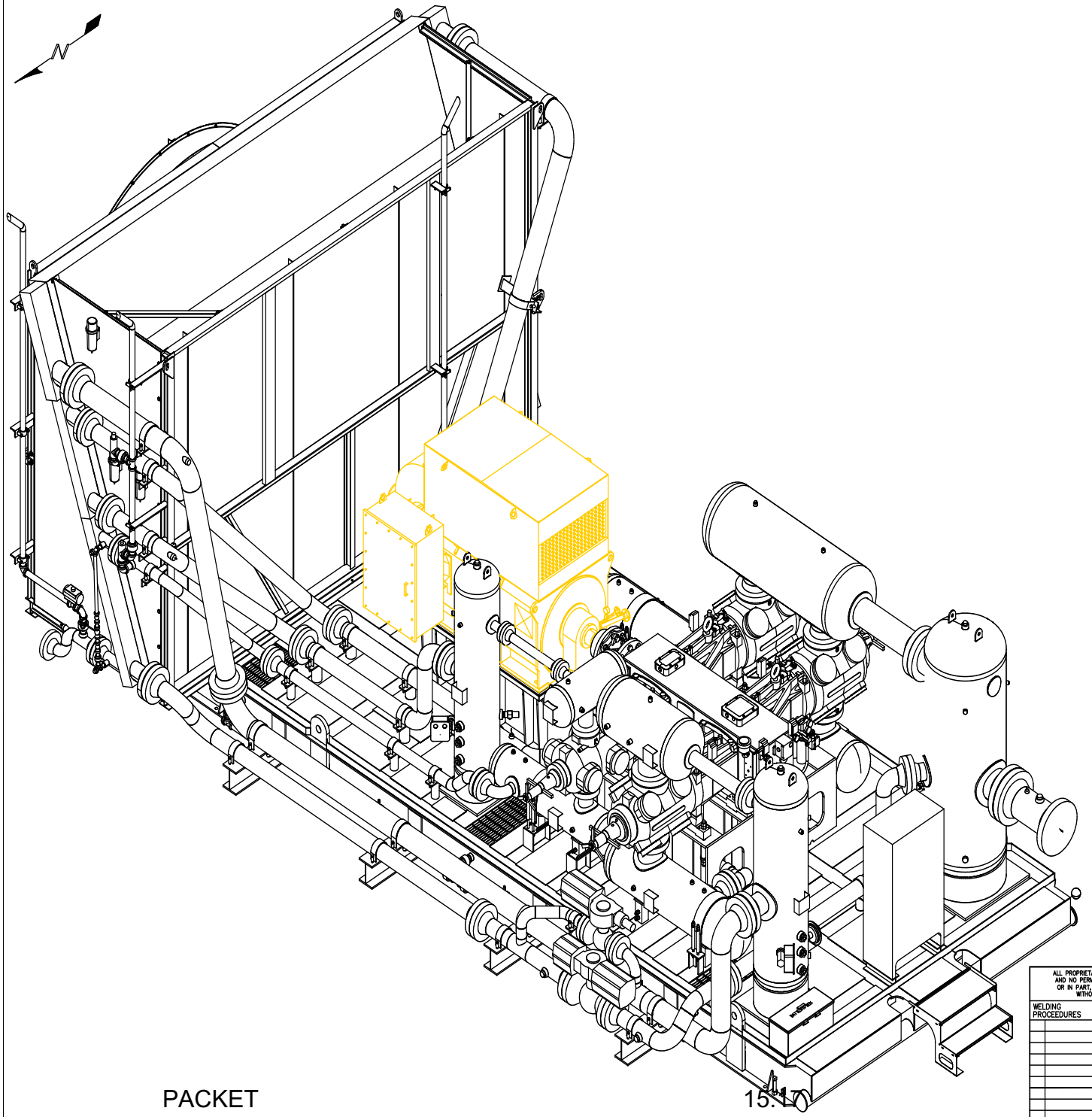
LOCATION:

TITLE: COMPRESSOR PACKAGE GENERAL ARRANGEMENT SOUTHWEST ISOMETRIC VIEW

P.O. NUMBER: UNIT NO.

DRAWN BY	DATE	CHECKED	DATE	SCALE
M.Redden	5/7/21			AS NOTED

JOB NO.	DRAWING NO.	SHEET	REV
	1-1500HP-KBK4-200	5 OF 6	1



PACKET

15.17

May 24, 2022

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WELDING PROCEEDURES	TOLERANCES	APPROVAL
	CUTS ±1/16"	NAME:
	ANGLES ±1/2"	DATE:
	WELD ASS'Y. ±1/8"	BY:
	DECIMAL DIM. ±.005"	
	BEND DIM. ±1/8"	

NO	REVISION	DATE	BY	CHK
1	ADDED SKID CONNECTION "C"	8/18/21	M.R.	M.T.
0	ISSUED FOR CONSTRUCTION	8/4/21	M.R.	M.T.

KODIAK GAS SERVICES, LLC

CUSTOMER: KODIAK

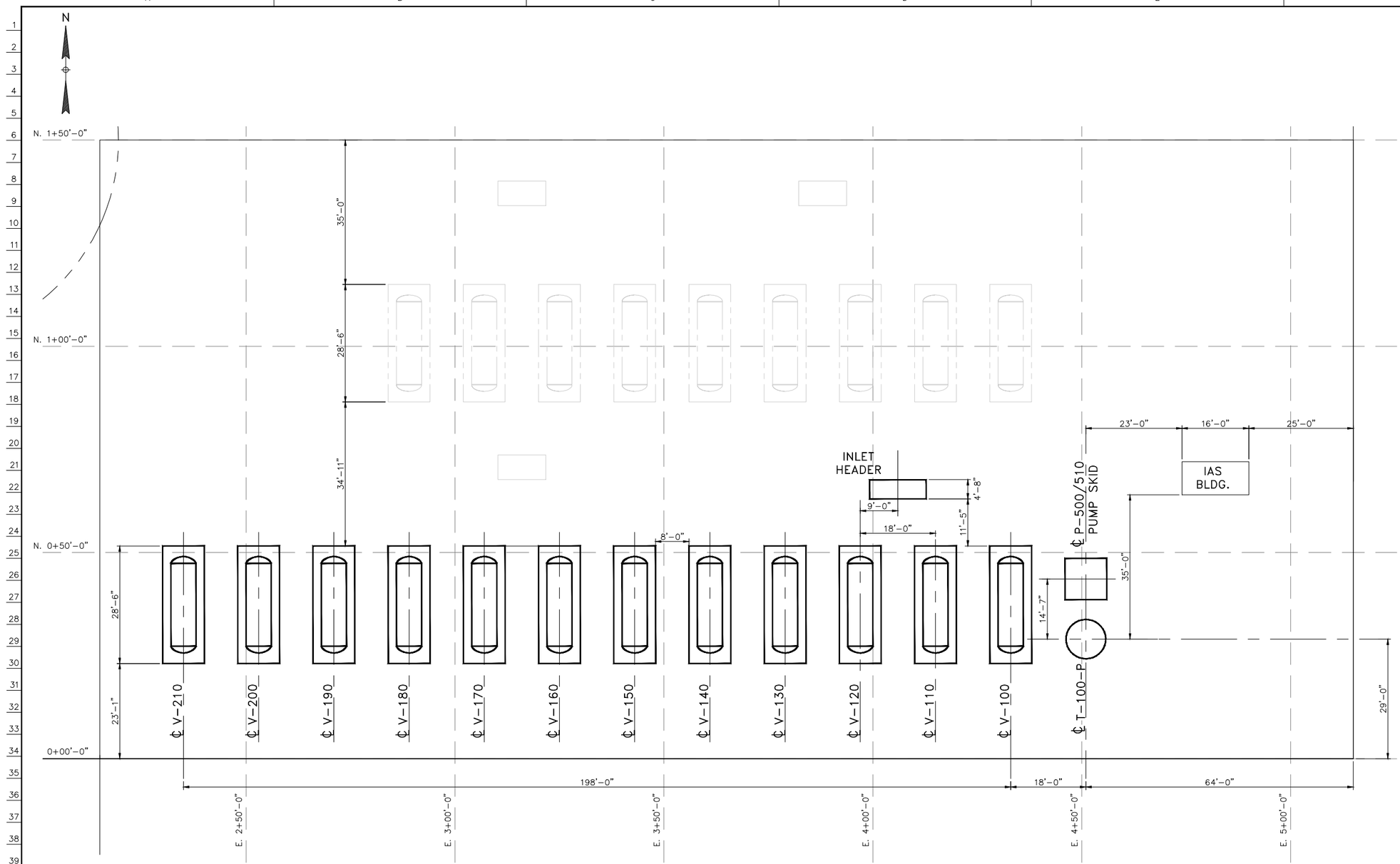
LOCATION:

TITLE: COMPRESSOR PACKAGE GENERAL ARRANGEMENT
NORTHWEST ISOMETRIC VIEW

P.O. NUMBER: | UNIT NO.:

DRAWN BY	DATE	CHECKED	DATE	SCALE
M.Redden	5/7/21			AS NOTED

JOB NO.	DRAWING NO.	SHEET	REV
	1-1500HP-KBK4-200	6 OF 6	1



V-100
PROD SEPARATOR
6'-0" X 20'-0"
3 PH

V-110
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-120
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-130
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-140
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-150
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-160
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-170
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-180
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-190
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-200
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-210
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-220
TEST SEPARATOR
6'-0" X 20'-0"
3 PH (FUTURE)

V-230
TEST SEPARATOR
6'-0" X 20'-0"
3 PH (FUTURE)

V-240
TEST SEPARATOR
6'-0" X 20'-0"
3 PH (FUTURE)

V-250
TEST SEPARATOR
6'-0" X 20'-0"
3 PH (FUTURE)

T-100-P
POP TANK
21'-6" OD X 16'-0" HT
100 BBL

P-500/510
TRANSFER PUMP
2X3X10
RPM: 3600 HP: 75
BPD: XXX

NOTICE

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No.	DATE	REVISIONS	BY	DES.	CKD	APR
A	04/23/18	ISSUED FOR APPROVAL	MV			
B	05/15/18	ISSUED FOR APPROVAL	GS	MV		

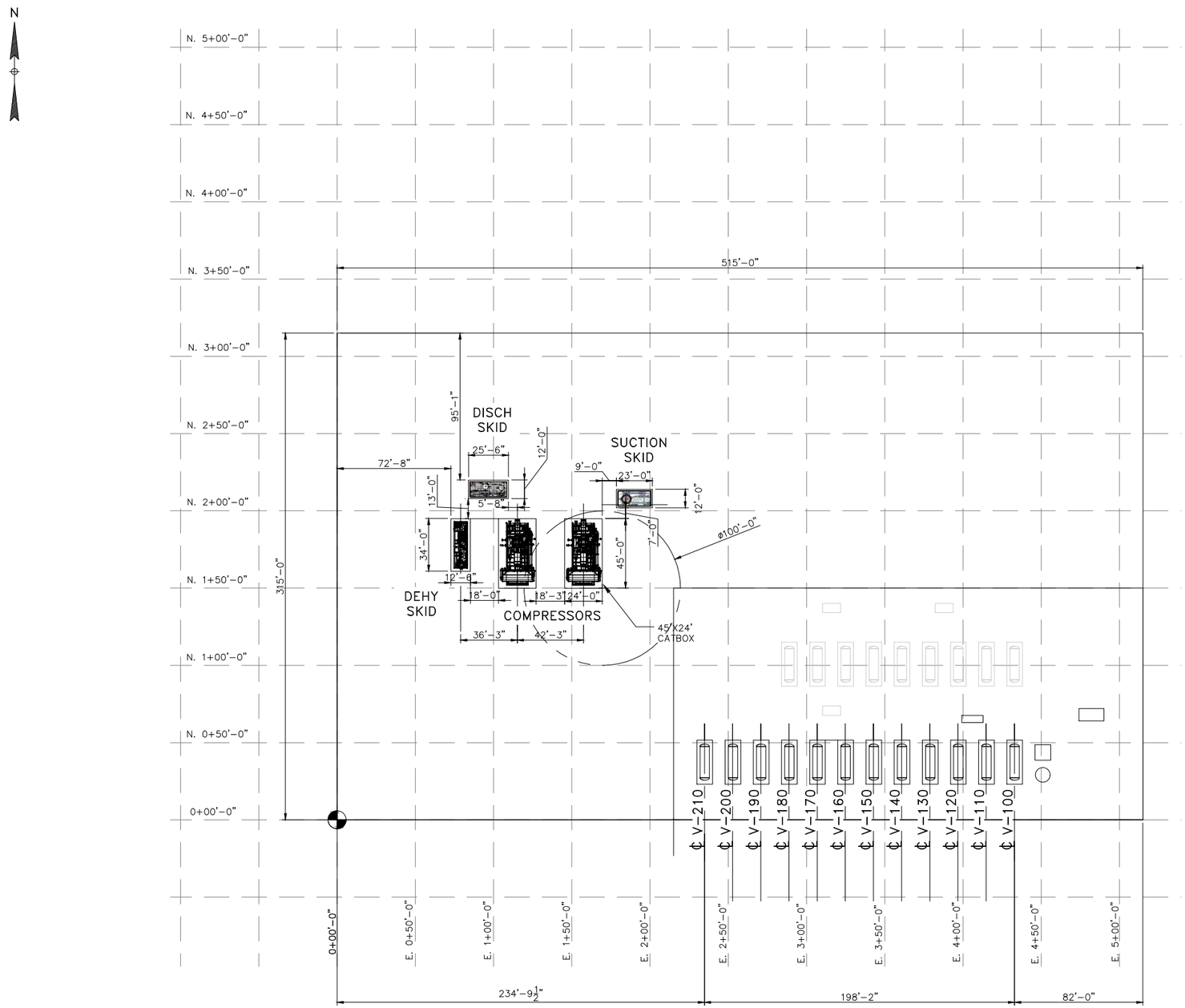
3S Services, LLC
ENGINEERING & CONSTRUCTION
Ph: 432-687-5611 Midland, Texas 79705
WWW.3SSERVICES.COM
TBPE FIRM REG. #13809
NM FIRM REG. #4545320
OKLA FIRM REG. #3712353615

ENGINEERING RECORD	DATE
DRN: JV	01/24/18
CHK:	
APP:	
APP:	
W.O. No.: 8034	
SCALE:	

PARSLEY ENERGY

HOGAN 1-24 SATELLITE #1
PLOT PLAN

DWG. No. 8034-20-200 | CAD FILE: | REV B | PLOT DATE:



V-100
PROD SEPARATOR
6'-0" X 20'-0"
3 PH

V-110
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-120
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-130
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-140
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-150
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-160
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-170
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-180
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-190
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-200
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

V-210
TEST SEPARATOR
6'-0" X 20'-0"
3 PH

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No.	DATE	REVISIONS	BY	DES.	CKD	APR
–	–	ISSUED FOR REVIEW	GS	MV		

3S Services, LLC
ENGINEERING & CONSTRUCTION
Ph: 432-687-5611 Midland, Texas 79705
WWW.3SSERVICES.COM
TBPE FIRM REG. #13809
NM FIRM REG. #4545320
OKLA FIRM REG. #3712353615

ENGINEERING RECORD	DATE
DRN: JV	01/23/18
CHK:	
APP:	
APP:	
W.O. No.:	
SCALE:	

PARSLEY ENERGY

HOGAN 1-24 SATELLITE #1
OVERALL PLOT PLAN

DWG. No. 8034-20-201 | CAD FILE: | PLOT DATE: | REV –

Hogan Satellite Pad Noise Modeling Report

April 11, 2022

Prepared for:

Pioneer Natural Resources
4815 E. Highway 80
Midland, TX 79706

Prepared by:

Behrens and Associates, Inc.
13806 Inglewood Avenue
Hawthorne California, 90250

Simon Kim
Senior Acoustical Consultant

Jason Peetz
Engineering Manager

1. Introduction

The following report provides a compressor noise modeling assessment of the Hogan Satellite Pad in the City of Midland, Texas. The Hogan Satellite pad is located approximately 4,100 east of North Lamesa Road and 1,500 feet north of Loop Frontage Rd in the City of Midland, Texas. There are no known oil and gas related noise standards established in the City of Midland. This report assesses the predicted unmitigated Hogan Satellite pad operational noise levels including a proposed electric compressor at nearby noise receptors. Figure 1-1 identifies the site location.

To assess the predicted noise levels of the compressor, manufacturer sound level performance data of the equipment and archived file data were used. The noise model was developed using SoundPLAN 8.2 software.

The following is provided in this report:

- A brief description of the fundamentals of noise.
- Documentation of the measured ambient noise levels at the project site and neighbors.
- A discussion of the noise modeling methodology
- Analysis of the projected noise impact due to the proposed compressor.

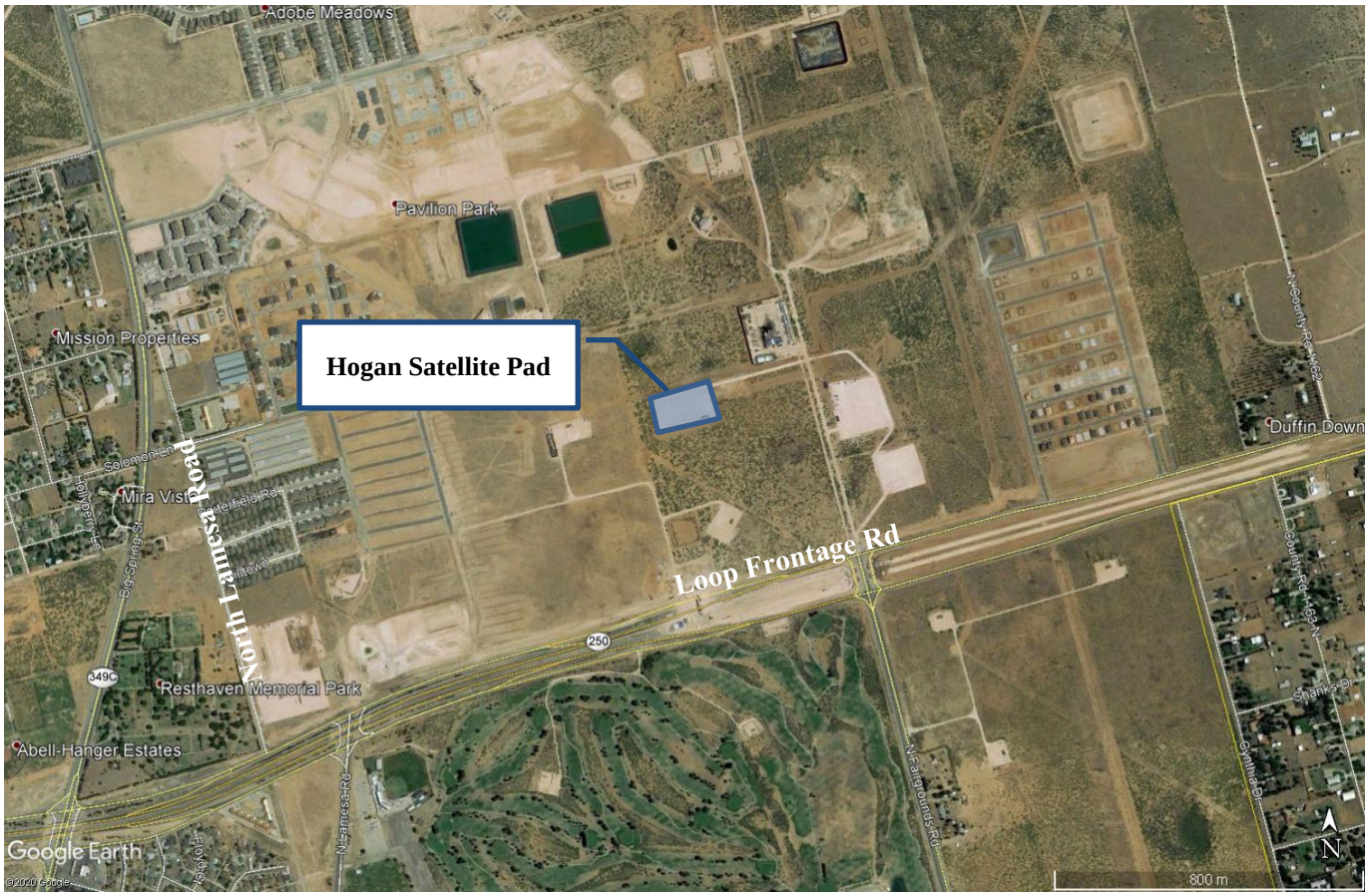

Figure 1-1 Hogan Satellite Pad Location

2. Noise Fundamentals

Sound is most commonly experienced by people as pressure waves passing through air. These rapid fluctuations in air pressure are processed by the human auditory system to produce the sensation of sound. The rate at which sound pressure changes occur is called the frequency. Frequency is usually measured as the number of oscillations per second or Hertz (Hz). Frequencies that can be heard by a healthy human ear range from approximately 20 Hz to 20,000 Hz. Toward the lower end of this range are low-pitched sounds, including those that might be described as a "rumble" or "boom". At the higher end of the range are high-pitched sounds that might be described as a "screech" or "hiss".

Environmental noise generally derives, in part, from a combination of distant noise sources. Such sources may include common experiences such as distant traffic, wind in trees, and distant industrial or farming activities. These distant sources create a low-level "background noise" in which no particular individual source is identifiable. Background noise is often relatively constant from moment to moment, but varies slowly from hour to hour as natural forces change or as human activity follows its daily cycle.

Superimposed on this low-level, slowly varying background noise is a succession of identifiable noisy events of relatively brief duration. These events may include the passing of single-vehicles, aircraft flyovers, screeching of brakes, and other short-term events. The presence of these short-term events causes the noise level to fluctuate. Typical indoor and outdoor A-weighted sound levels are shown in Figure 2-1. Detailed acoustical definitions have been provided in Appendix B – Glossary of Acoustical Terms.

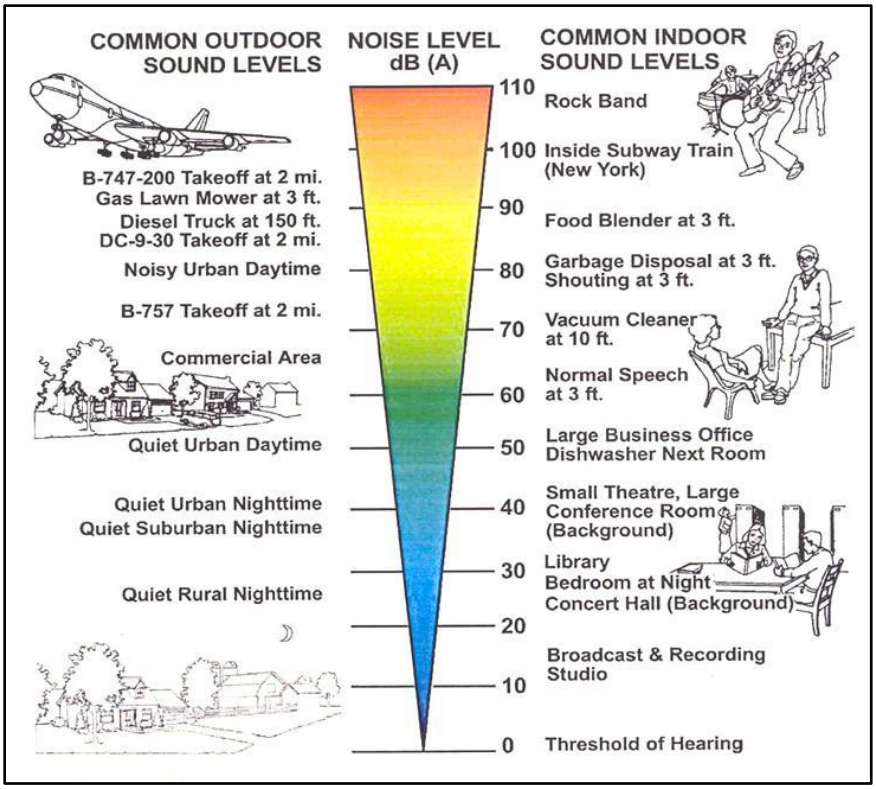

Figure 2-1 Typical Indoor and Outdoor A-Weighted Sound Levels

2.1 Relative Loudness of Environmental Noise

The relative loudness of environmental noise correlates a decibel change in sound levels with a perceived relative loudness as shown in Table 2-1. The sound level change is applicable in the field as opposed to a quiet laboratory environment where smaller sound level differences could be perceived. A decrease of 10 dB is perceived as half as loud and similarly a decrease of 20 dB is perceived as ¼ as loud. Sound level increases are perceived similarly, with a 10 dB increase perceived as a doubling of loudness and a 20 dB increase perceived as 4 times as loud.

Table 2-1 FHWA Relative Loudness of Environmental Noise

Sound Level Change	Relative Loudness	Acoustic Energy Loss
0 dB(A)	Reference	0
-3 dB(A)	Barely Perceptible Change	50%
-5 dB(A)	Readily Perceptible Change	67%
-10 dB(A)	Half as Loud	90%
-20 dB(A)	1/4 as Loud	99%
-30 dB(A)	1/8 as Loud	99.9%

*Table adapted from FHWA Highway Traffic Noise: Analysis and Abatement Guidance, revised December 2010.

3. Ambient Noise Level Survey

3.1 Ambient Noise Level Survey Procedure

To evaluate the existing ambient noise levels at the project site and the adjacent areas prior to any operational activity at the site, an ambient noise level survey was conducted.

The equipment utilized in the survey is detailed in Table 3-1. The measurement locations utilized in the survey are shown in Figure 3-1.

Table 3-1 Ambient Noise Level Survey Instrumentation

Item	Quantity	Equipment	Serial Number
Sound Level Meter	4	SVANTEK SV 971 Sound Level Meter	40386, 44598, 51622, 61564
Calibrator	1	Quest Technologies QC-10 Calibrator	QI9040120

The sound meters were deployed from Thursday, March 2 through Friday, March 3, 2022 at the four measurement locations. Measurements were conducted for 24 hours at each location. The sound level meters were programed to continuously measure and record A-weighted L_{eq} sound levels.

3.2 Ambient Noise Level Survey Results

The results of the ambient noise level survey are presented as hourly average (1-hour LA_{eq}) sound levels from Figure 3-2 to Figure 3-5 and in Table 3-2.

All sound levels are reported utilizing the A-weighted (dBA) decibel scale. The A-weighted filter is applied to instrument-measured sound levels in the effort to account for the relative loudness perceived by the human ear. As the human ear is less sensitive to low frequencies, the A-weighted filter correspondingly discounts low frequency sound observed during measurements and is widely utilized for environmental noise measurements.

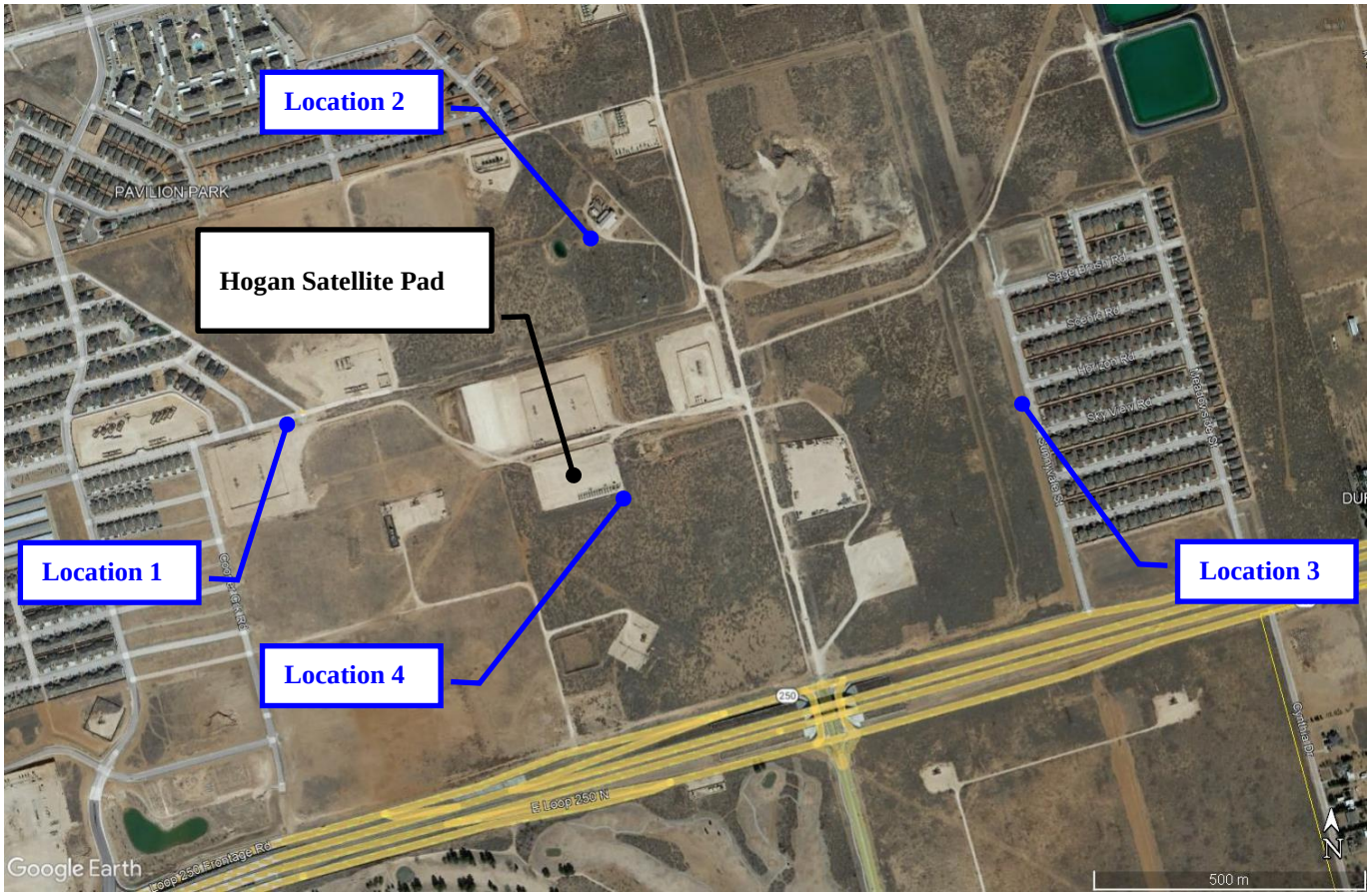

Figure 3-1 Ambient Noise Level Survey Locations

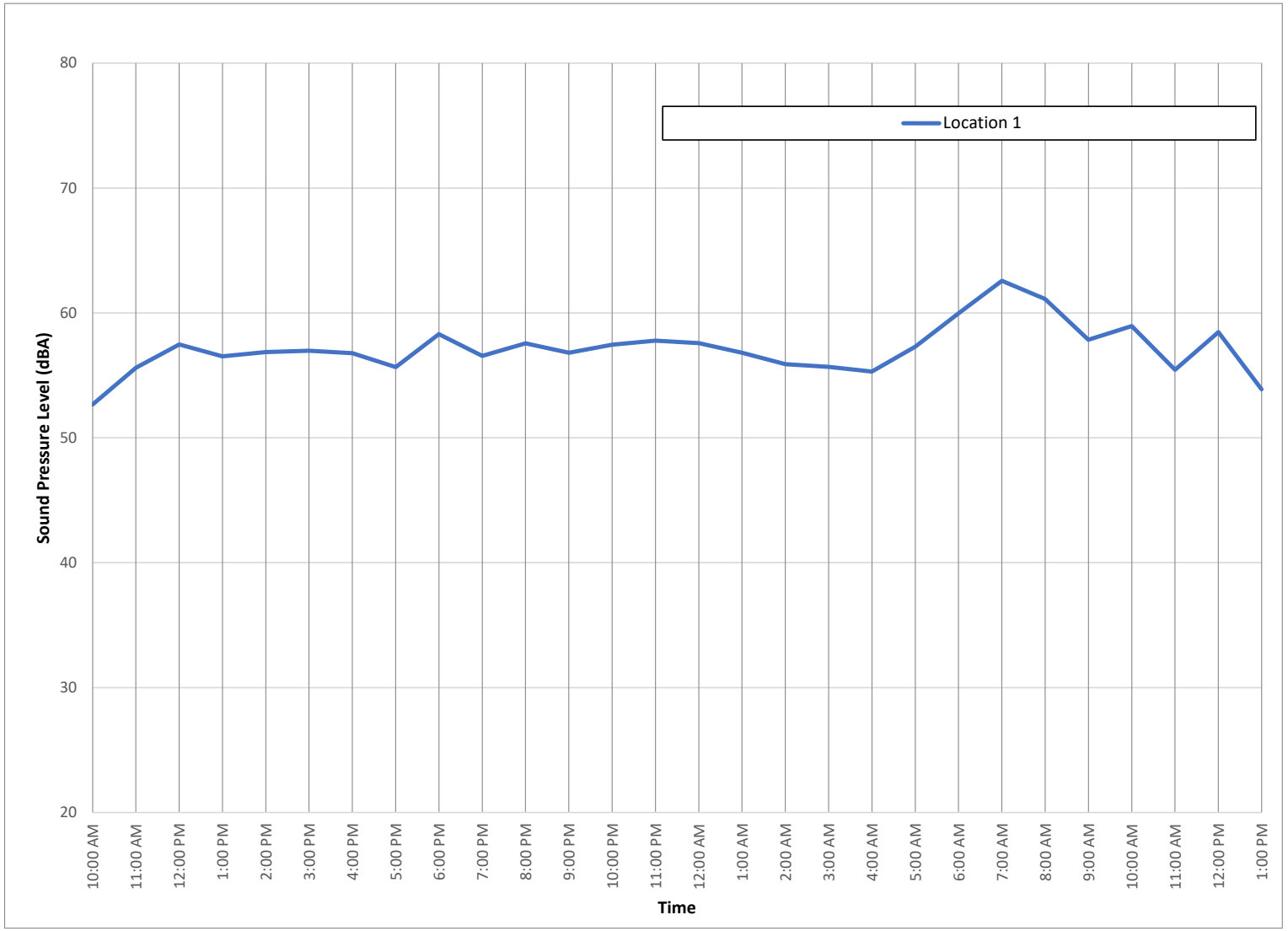

Figure 3-2 Ambient Noise Level Survey Data – Location 1

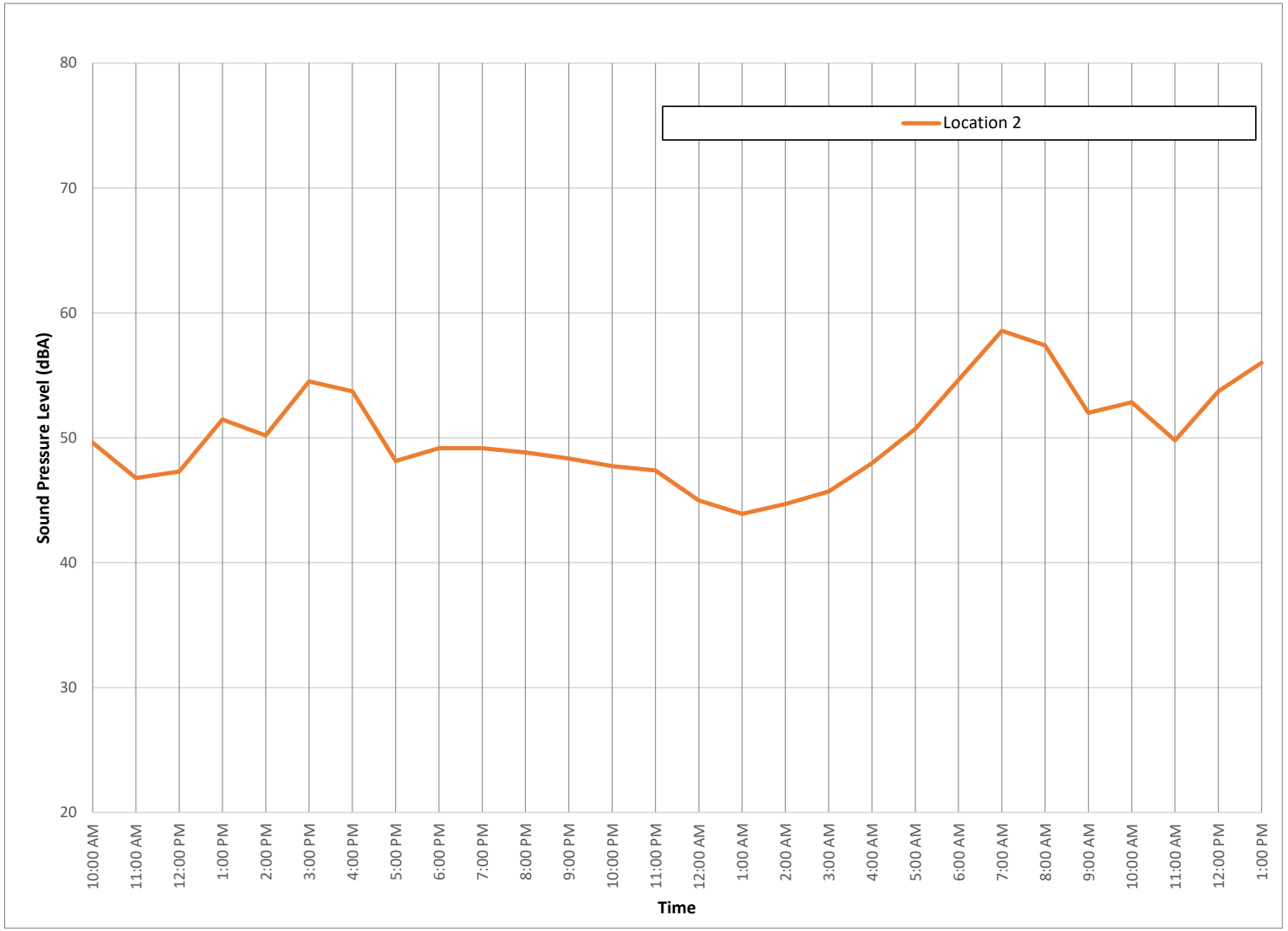

Figure 3-3 Ambient Noise Level Survey Data – Location 2

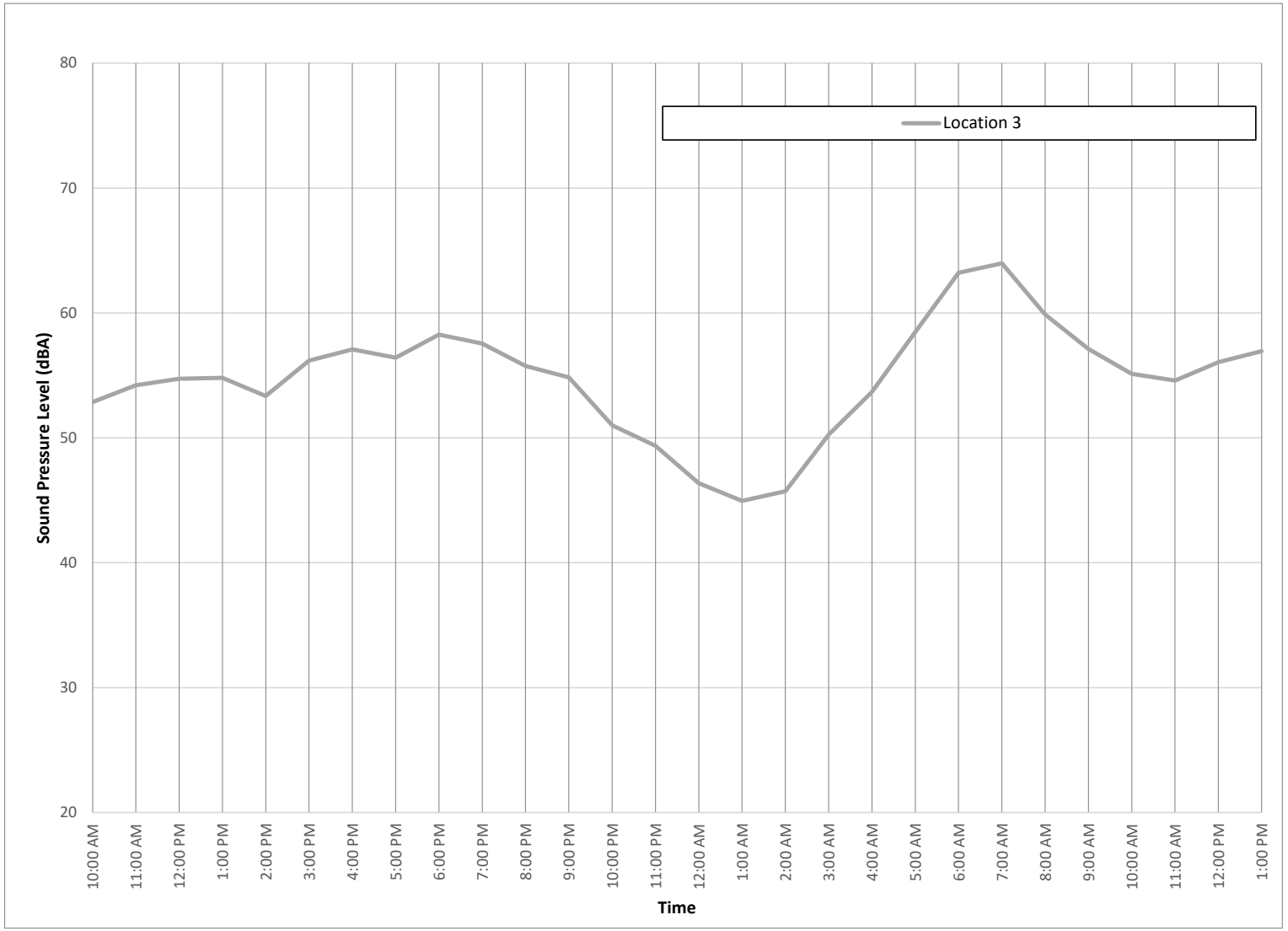

Figure 3-4 Ambient Noise Level Survey Data – Location 3

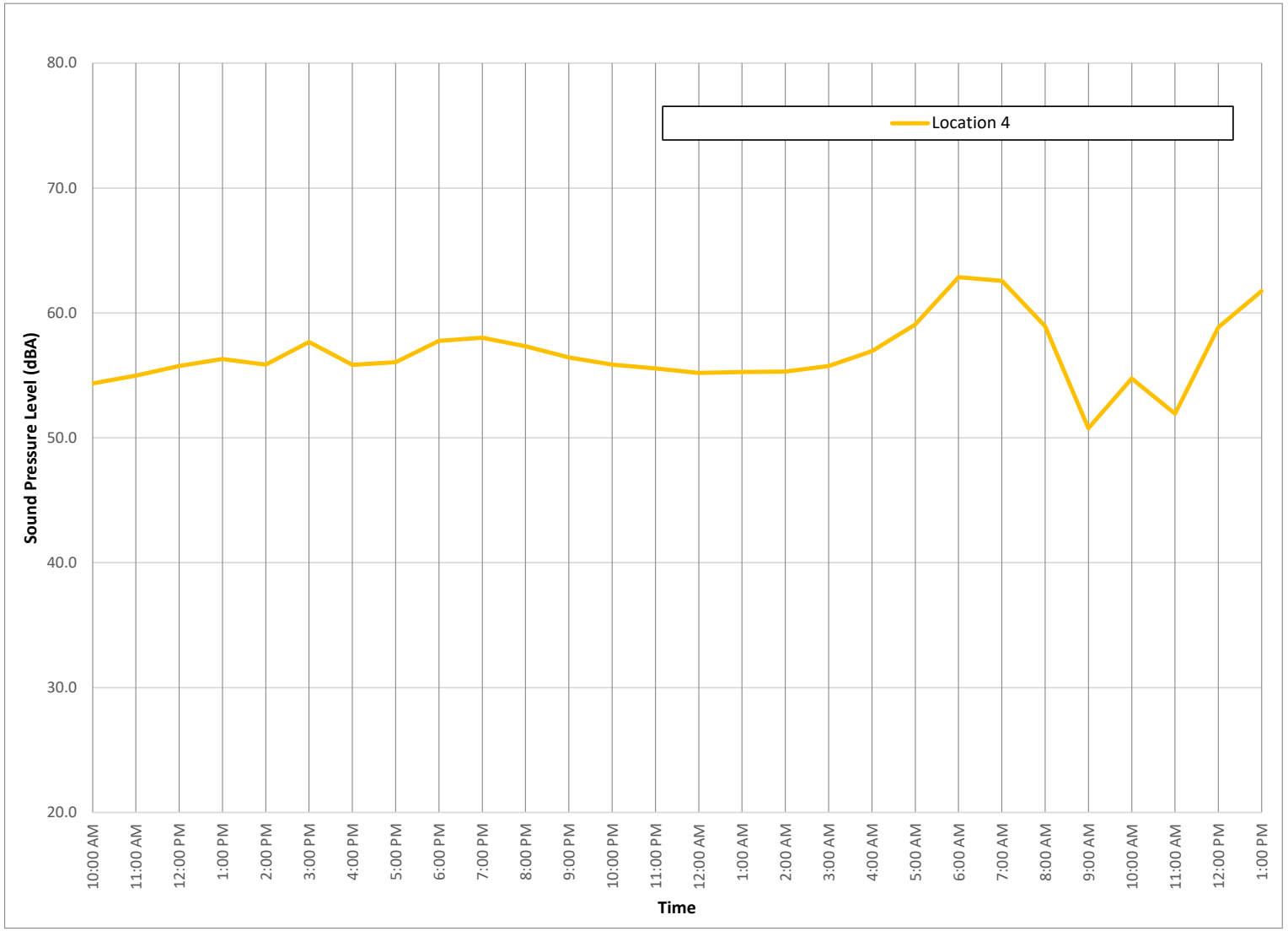

Figure 3-5 Ambient Noise Level Survey Data – Location 4

Table 3-2 Measured Ambient Noise Level Data

Time	Location 1	Location 2	Location 3	Location 4
10:00 AM	52.7	49.6	52.9	54.4
11:00 AM	55.6	46.8	54.2	55.0
12:00 PM	57.5	47.3	54.7	55.8
1:00 PM	56.5	51.5	54.8	56.3
2:00 PM	56.9	50.2	53.4	55.9
3:00 PM	57.0	54.5	56.2	57.7
4:00 PM	56.8	53.7	57.1	55.8
5:00 PM	55.7	48.2	56.4	56.1
6:00 PM	58.3	49.2	58.3	57.8
7:00 PM	56.6	49.2	57.6	58.0
8:00 PM	57.6	48.8	55.8	57.3
9:00 PM	56.8	48.3	54.8	56.4
10:00 PM	57.5	47.7	51.0	55.9
11:00 PM	57.8	47.4	49.4	55.6
12:00 AM	57.6	45.0	46.4	55.2
1:00 AM	56.8	43.9	45.0	55.3
2:00 AM	55.9	44.7	45.7	55.3
3:00 AM	55.7	45.7	50.3	55.8
4:00 AM	55.3	48.0	53.7	56.9
5:00 AM	57.3	50.7	58.5	59.1
6:00 AM	60.0	54.6	63.2	62.9
7:00 AM	62.6	58.6	64.0	62.6
8:00 AM	61.1	57.4	59.9	59.0
9:00 AM	57.9	52.0	57.1	50.8
10:00 AM	59.0	52.8	55.1	54.8
11:00 AM	55.5	49.8	54.6	51.9
12:00 PM	58.5	53.7	56.1	58.9
1:00 PM	53.9	56.0	56.9	61.8

Based on the measured ambient noise level data, the noise levels range between 52 dBA and 63 dBA at Location 1, between 43 dBA to 59 dBA at Location 2, between 45 dBA to 64 dBA at Location 3, and between 50 dBA to 63 dBA at Location 4.

4. Hogan Satellite Pad Noise Modeling

4.1 Noise Modeling Methodology

The noise modeling was completed with use of three-dimensional computer noise modeling software. All models in this report were developed with SoundPLAN 8.2 software using the ISO 9613-2 standard. Noise levels are predicted based on the locations, noise levels and frequency spectra of the noise sources, and the geometry and reflective properties of the local terrain, buildings and barriers. To ensure a conservative assessment and compliance with ISO 9613-2 standards, light to moderate winds are assumed to be blowing from the source to receptor.

The equipment sound level data used in the Hogan Satellite pad modeling is from manufacturer data, archived data of similar size equipment, and calculated data. The predicted modeling results are dependent on the modeled equipment layout (Figure 4-1) which was provided by Pioneer Natural Resources. Table 4-1 lists the sound power levels of the modeled equipment.

Table 4-1 Equipment Modeled for Hogan Satellite Pad

Quantity	Equipment	Individual Sound Power Level (dBA)
2	Motor Air-intake	103.5
2	Electric Motor	101.0
2	Cooling Outlet	100.8
2	Cooling Fan	111.8
2	Cooling Fan with Silencer*	80.7

*The cooling fan with silencer replaces the cooling fan in the mitigated models

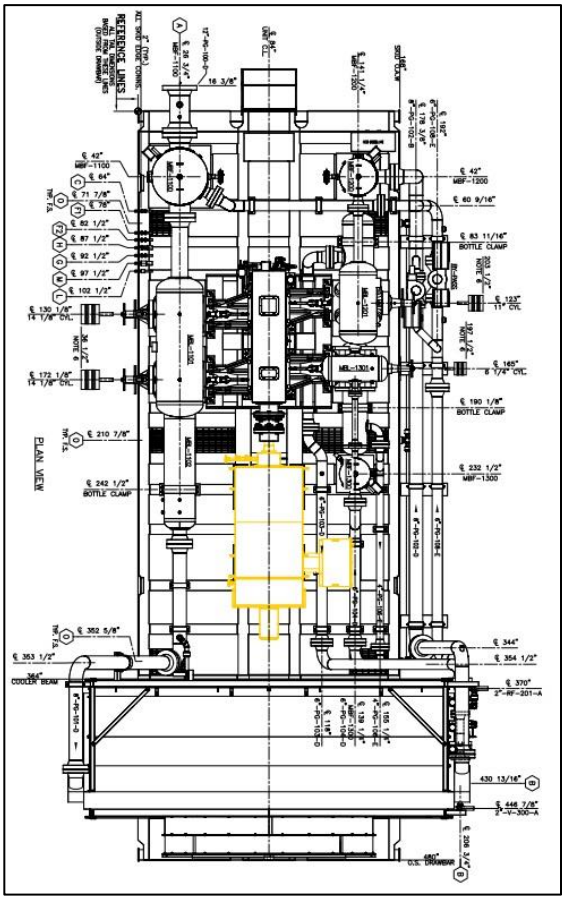

Figure 4-1 Electric Compressor Package Layout

4.2 Noise Receptors

The noise receptors have been chosen to assess the noise impact of the Hogan Satellite compression operations. Receptor locations were chosen at the closest residential property lines of the nearest properties to the Hogan Satellite pad. Figure 4-2 shows the noise receptor locations.

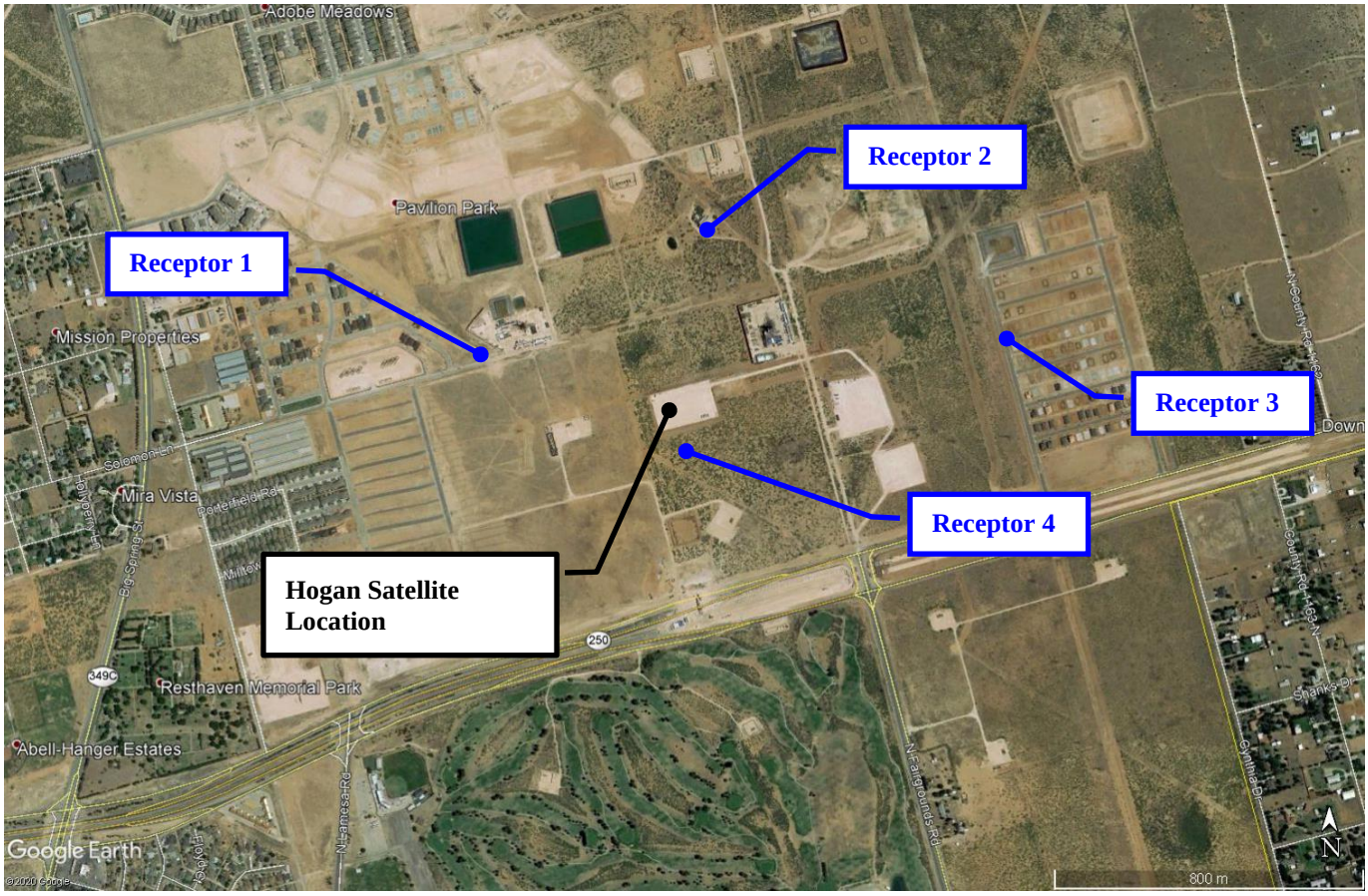

Figure 4-2 Noise Receptor Locations

Table 4-2 Receptor

Location	Receptor
Receptor 1	Northwestern Property
Receptor 2	Northern Property
Receptor 3	Eastern Property
Receptor 4	Southern Property (Possible future development)

4.3 Unmitigated Noise Modeling Results

The proposed compressor will be operational at the 24-hours a day with no difference between daytime and nighttime activities. As such, a compressor model was constructed to predict the constant, steady-state noise levels at the site.

The results of the unmitigated noise modeling are presented in Table 4-3. The calculated noise levels represent only the contribution of the compressor operation and do not include ambient noise. Actual field sound level measurements may vary from the modeled noise levels due to other noise sources such as traffic, other human activity, or environmental factors.

Table 4-3 Unmitigated Noise Modeling Results (dBA)

Location	Unmitigated Noise Level
Receptor 1	36.1
Receptor 2	42.8
Receptor 3	37.1
Receptor 4	67.4

The results of the noise modeling are also shown as noise contour map in Figure 4-3. The noise contours are provided in 5 dB increments with the color scale indicating the sound level of each contour.

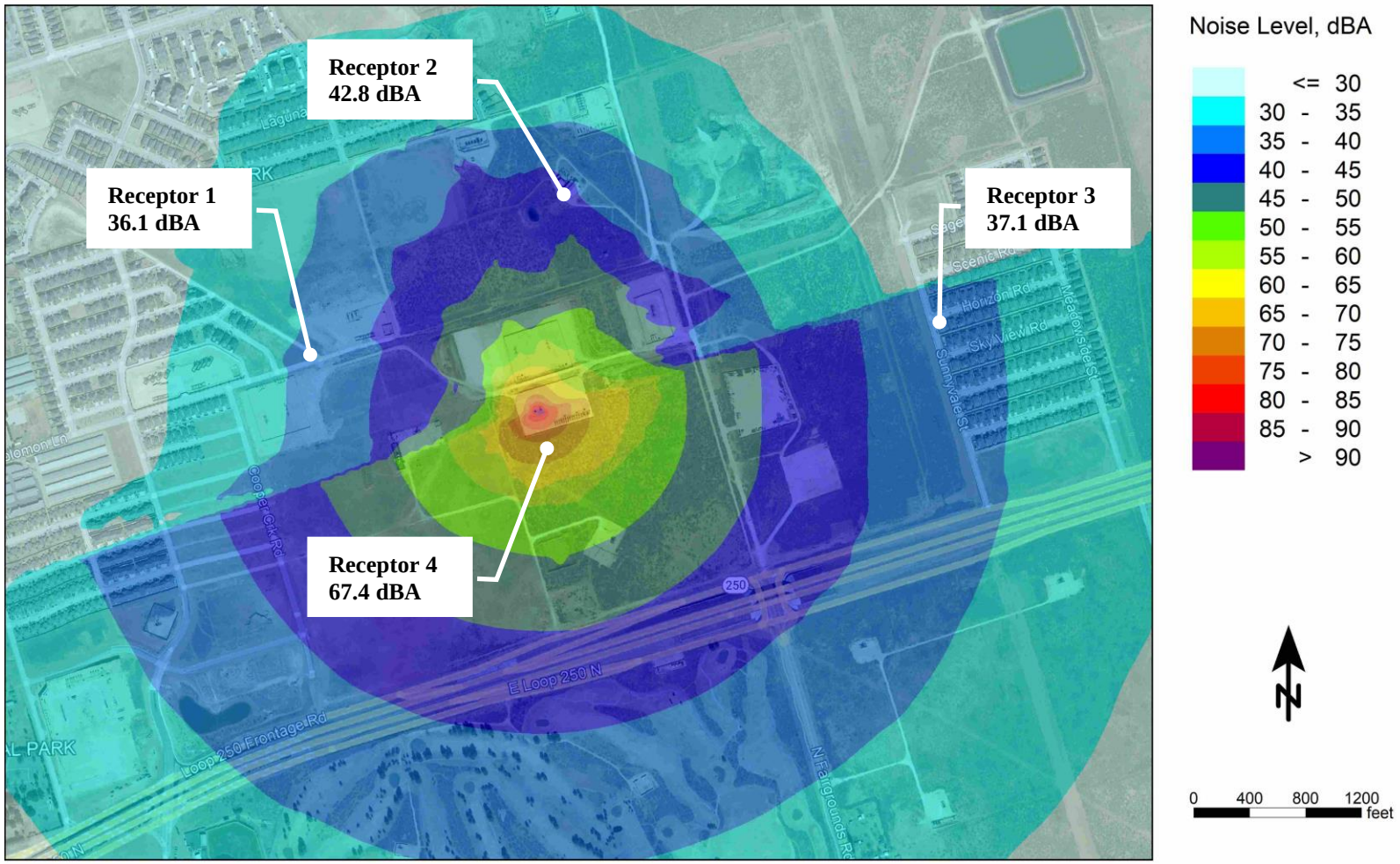

Figure 4-3 Unmitigated Proposed Hogan Satellite Compressor Noise Contour Map (dBA)

4.4 Modeled Mitigation

Based on the unmitigated noise model results, an acoustical wall layout was developed and modeled. The following noise mitigation option was modeled.

- A total of 200 linear feet of 16-foot-high, Sound Transmission Class (STC) 40 permanent acoustical barrier wall installed on the partial north, west and south sides of the compressor and ducted silencers installed on the cooling fans

The mitigation layout is shown in Figure 4-4. Appendix A contains example photographs of similar mitigation utilized in similar projects.

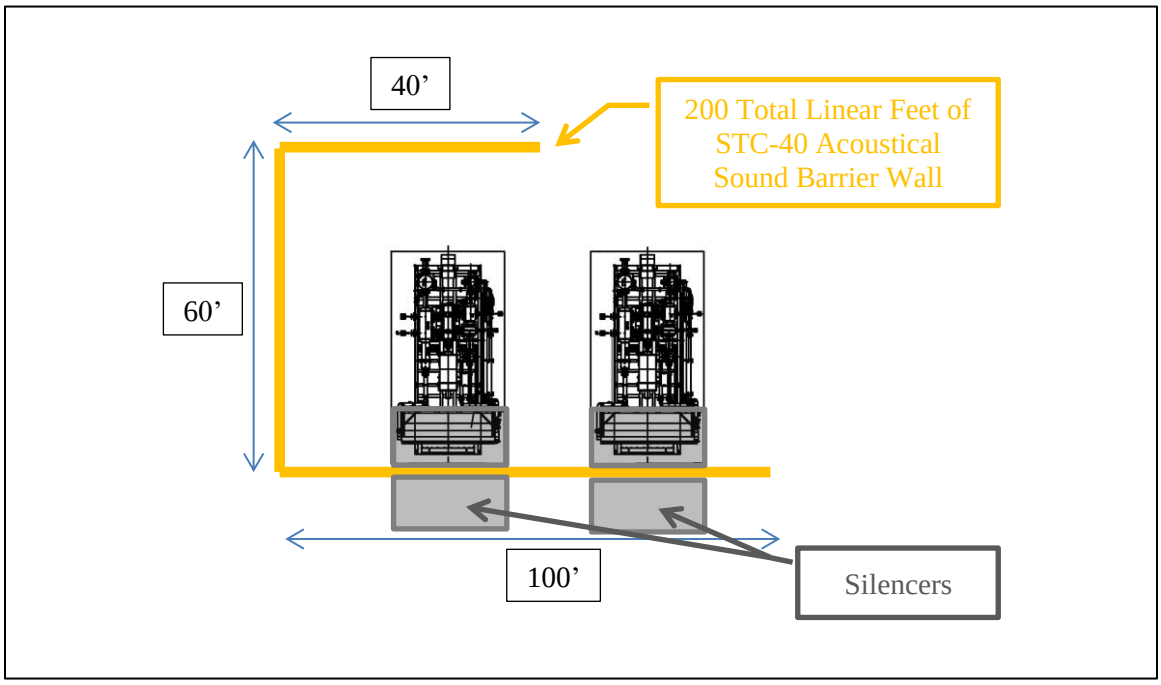

Figure 4-4 Noise Mitigation Layout

4.5 Mitigated Noise Modeling Results

The results of the mitigated noise modeling are presented in Table 4-4. The calculated noise levels represent only the contribution of the compressor operation and do not include ambient noise. Actual field sound level measurements may vary from the modeled noise levels due to other noise sources such as traffic, other human activity, or environmental factors.

Table 4-4 Mitigated Noise Modeling Results (dBA)

Location	Unmitigated Noise Level	Mitigated Noise Level
Receptor 1	36.1	29.0
Receptor 2	42.8	38.9
Receptor 3	37.1	28.3
Receptor 4	67.4	52.1

The results of the noise modeling are also shown as noise contour map in Figure 4-5. The noise contours are provided in 5 dB increments with the color scale indicating the sound level of each contour.

Figure 4-6 through Figure 4-9 show comparisons of the summations of the predicted noise levels and the measured ambient data at each location.

Generally, 3 dB(A) or less incremental noise increase is considered to be below the threshold of perception (See Table 2-1). The combination of the measured ambient noise level and the predicted mitigated compressor operational noise level at each receptor will result 3 dBA or less noise level increase any time of the day or night. Therefore, the impact of the proposed operations can be classified as “non-perceptible” at the receptor locations.

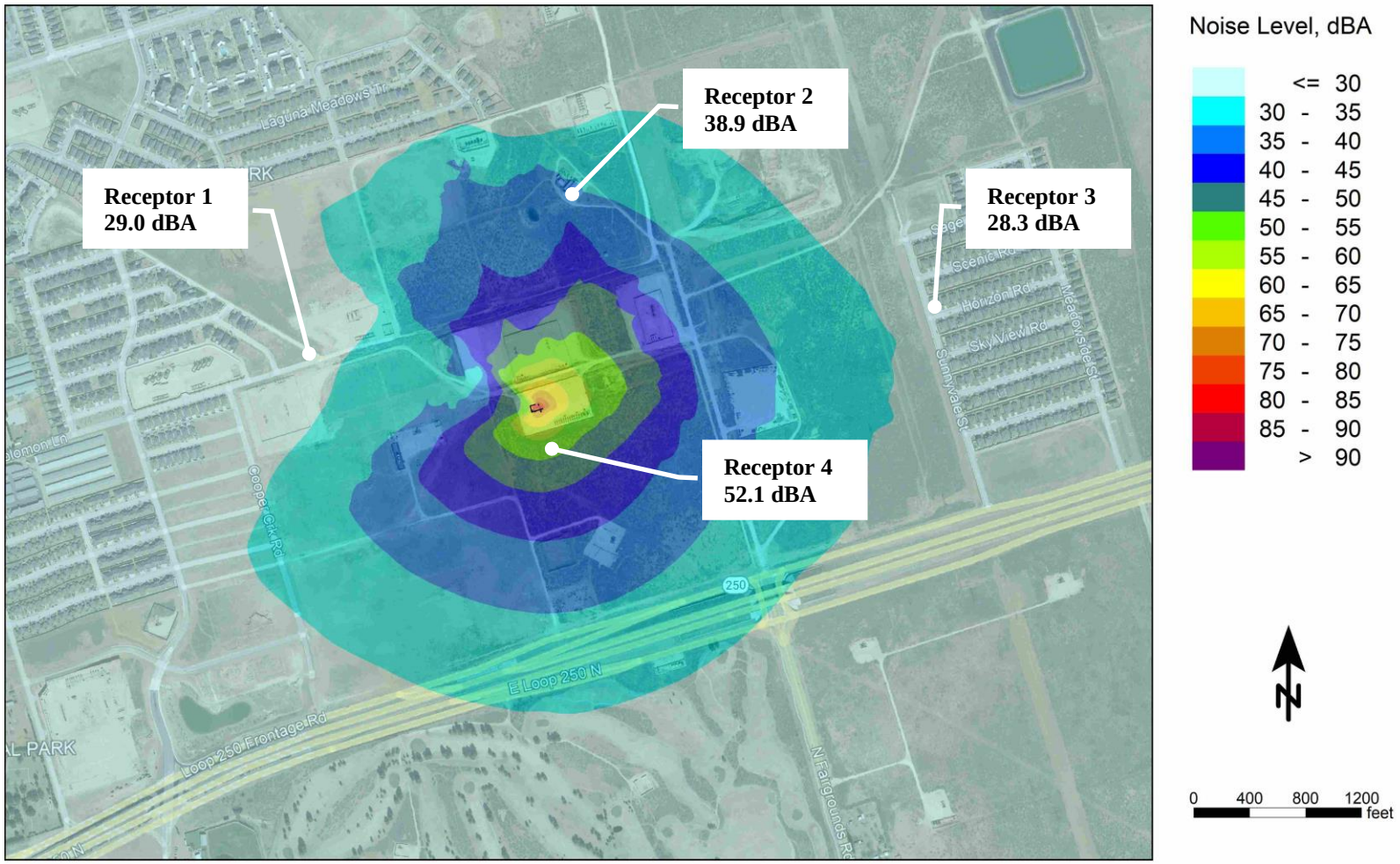

Figure 4-5 Migitated Proposed Hogan Satellite Compressor Noise Contour Map (dBA)

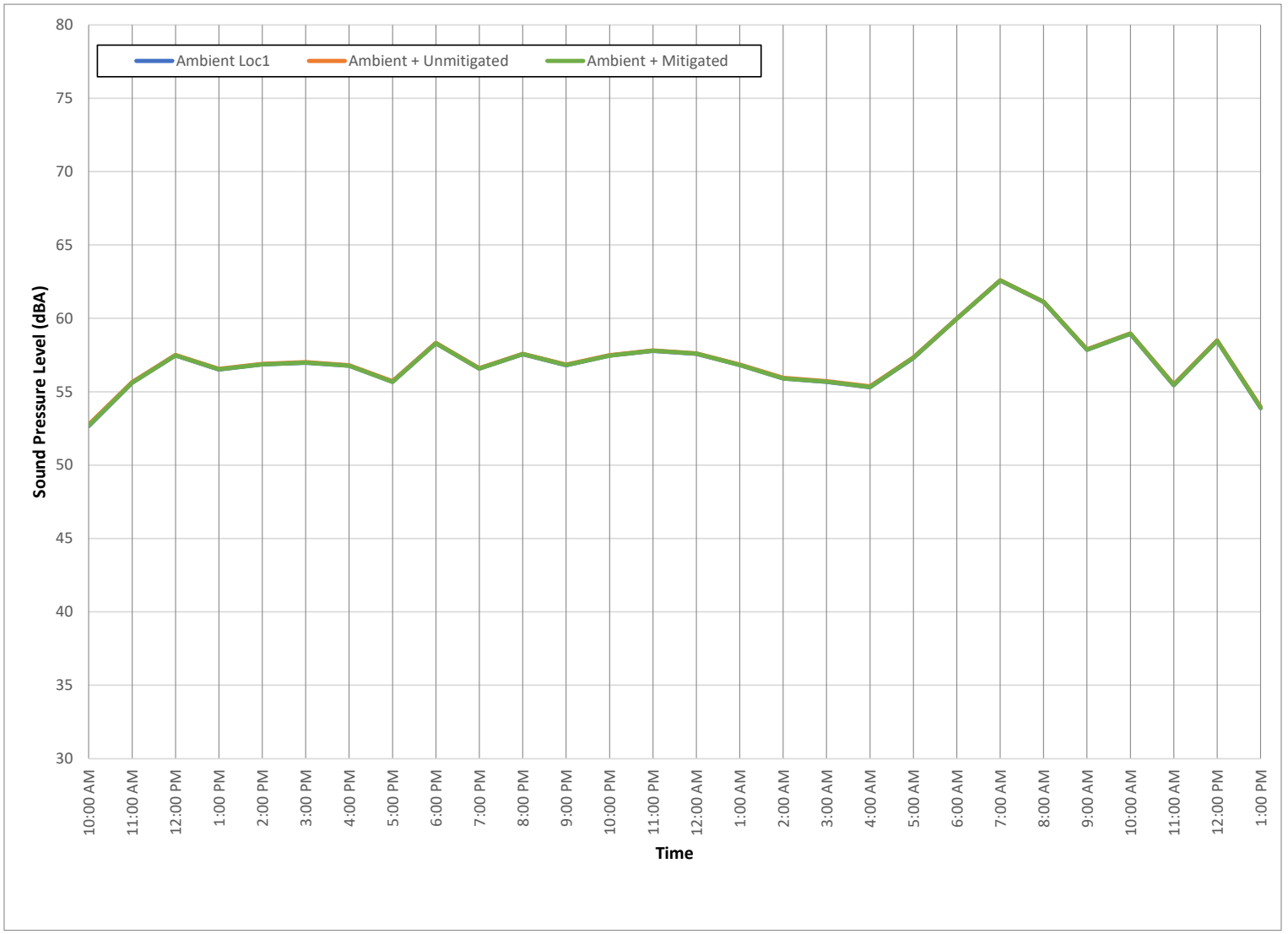

Figure 4-6 Summation of Predicted Noise Levels and Measured Ambient at Location 1 (Receptor 1)

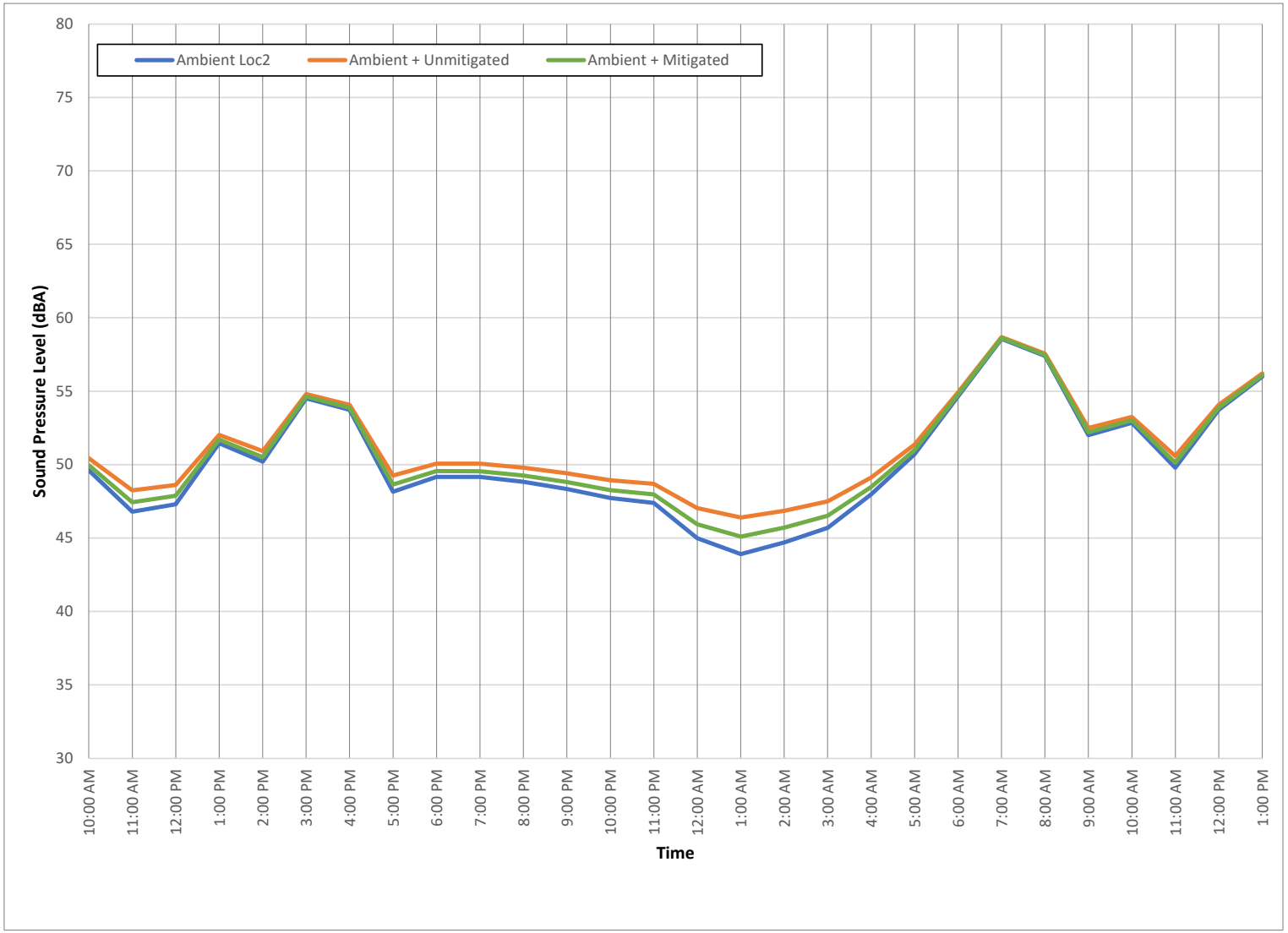

Figure 4-7 Summation of Predicted Noise Levels and Measured Ambient at Location 2 (Receptor 2)

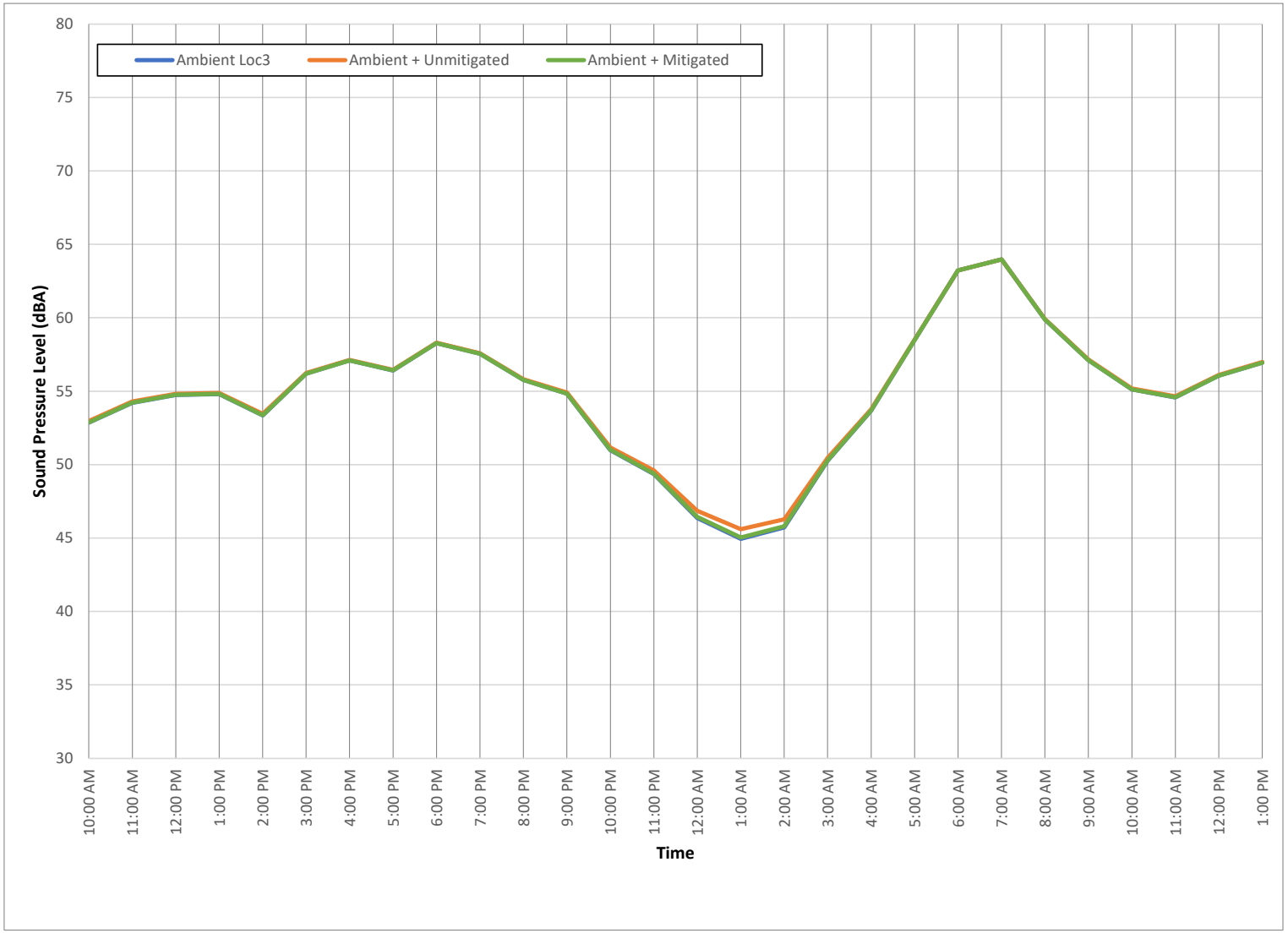

Figure 4-8 Summation of Predicted Noise Levels and Measured Ambient at Location 3 (Receptor 3)

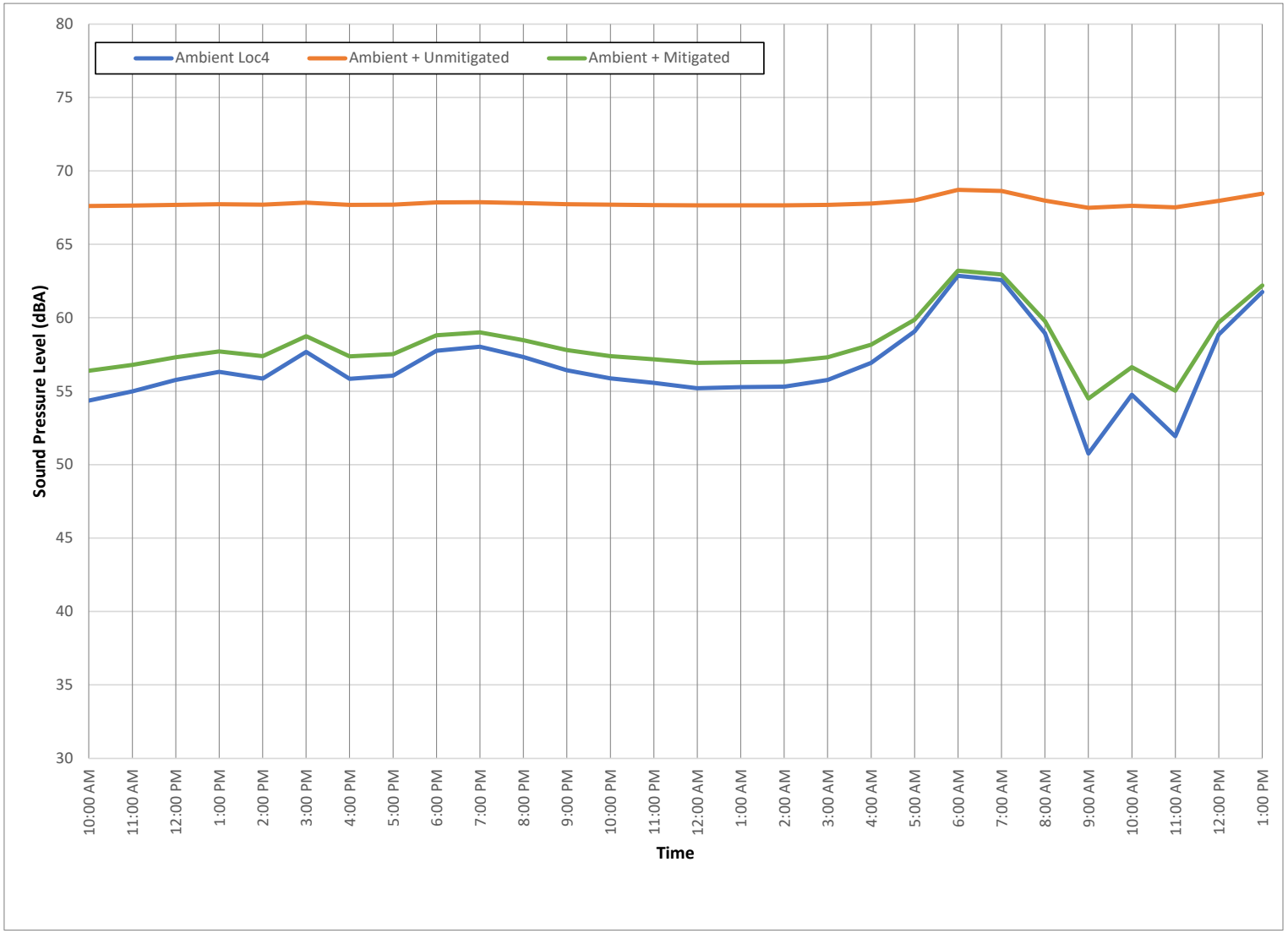

Figure 4-9 Summation of Predicted Noise Levels and Measured Ambient at Location 4 (Receptor 4)

5. Conclusion

A compressor station noise model was constructed to demonstrate the proposed compressor operations at the Hogan Satellite pad operated by Pioneer Natural Resources.

Based on the measured ambient noise level data, the range of noise levels are between 52 dBA and 63 dBA at Location 1, between 43 dBA to 59 dBA at Location 2, between 45 dBA to 64 dBA at Location 3, and between 50 dBA to 63 dBA at Location 4.

The modeling analysis resulted in a predicted unmitigated noise level of 42.8 dBA at Receptor 2, which is the closest existing residential structure to the site.

With implementation of the mitigation measure recommended in Section 4.4, the mitigated noise modeling results indicated that the predicted noise level will be up to 38.9 dBA at Receptor 2, which is the closest existing residential structure to the site. The following table shows the predicted noise level reduction due to the modeled acoustical wall.

Table 5-1 Predicted Noise Level Reductions at Receptors

Location	Noise Reduction
Receptor 1	7.1
Receptor 2	3.9
Receptor 3	8.8
Receptor 4	15.3

Generally, 3 dB(A) or less incremental noise increase is considered to be below the threshold of perception (See Table 2-1). The combination of the measured ambient noise level and the predicted mitigated compressor operational noise level at each receptor will result 3 dBA or less noise level increase any time of the day or night. Therefore, the impact of the proposed operations can be classified as “non-perceptible” at the receptor locations.

Appendix A - Mitigation System Example Photographs

Appendix B - Glossary of Acoustical Terms

Ambient Noise
The all-encompassing noise associated with a given environment at a specified time, usually a composite of sound from many sources both near and far.

Average Sound Level
See Equivalent-Continuous Sound Level

A-Weighted Sound Level, dB(A)
The sound level obtained by use of A-weighting. Weighting systems were developed to measure sound ina way that more closely mimics the ear's natural sensitivity relative to frequency so that the instrument is less sensitive to noise at frequencies where the human ear is less sensitive and more sensitive at frequencies where the human ear is more sensitive.

C-Weighted Sound Level, dBC
The sound level obtained by use of C-weighting. Follows the frequency sensitivity of the human ear at very high noise levels. The C-weighting scale is quite flat and therefore includes much more of the low-frequency range of sounds than the A and B scales. In some jurisdictions, C-weighted sound limits are used to limit the low-frequency content of noise sources.

Community Noise Equivalent Level (CNEL)
A 24-hour A-weighted average sound level which takes into account the fact that a given level of noise may be more or less tolerable depending on when it occurs. The CNEL measure of noise exposure weights average hourly noise levels by 5 dB for the evening hours (between 7:00 pm and 10:00 pm), and 10 dB between 10:00 pm and 7:00 am, then combines the results with the daytime levels to produce the final CNEL value. It is measured in decibels, dB.

Day-Night Average Sound Level (Ldn)
A measure of noise exposure level that is similar to CNEL except that there is no weighting applied to the evening hours of 7:00 pm to 10:00 pm. It is measured in decibels, dB.

Daytime Average Sound Level
The time-averaged A-weighted sound level measured between the hours of 7:00 am to 7:00 pm. It is measured in decibels, dB.

Decibel (dB)
The basic unit of measurement for sound level.

Direct Sound
Sound that reaches a given location in a direct line from the source without any reflections.

Divergence
The spreading of sound waves from a source in a free field, resulting in a reduction in sound pressure level with increasing distance from the source.

Energy Basis
This refers to the procedure of summing or averaging sound pressure levels on the basis of their squared pressures. This method involves the conversion of decibels to pressures, then performing the necessary arithmetic calculations, and finally changing the pressure back to decibels.

Equivalent-Continuous Sound Level (Leq)
The average sound level measured over a specified time period. It is a single-number measure of time-varying noise over a specified time period. It is the level of a steady sound that, in a stated time period and at a stated location, has the same A-Weighted sound energy as the time-varying sound. For example, a person who experiences an Leq of 60 dB(A) for a period of 10 minutes standing next to a busy street is exposed to the same amount of sound energy as if he had experienced a constant noise level of 60 dB(A) for 10 minutes rather than the time-varying traffic noise level.

Fast Response
A setting on the sound level meter that determines how sound levels are averaged over time. A fast sound level is always more strongly influenced by recent sounds, and less influenced by sounds occurring in the distant past, than the corresponding slow sound level. For the same non-steady sound, the maximum fast sound level is generally greater than the corresponding maximum slow sound level. Fast response is typically used to measure impact sound levels.

Field Impact Insulation Class (FIIC)
A single number rating similar to the impact insulation class except that the impact sound pressure levels are measured in the field.

Field Sound Transmission Class (FSTC)
A single number rating similar to sound transmission class except that the transmission loss values used to derive this class are measured in the field.

Flanking Sound Transmission
The transmission of sound from a room in which a source is located to an adjacent receiving room by paths other than through the common partition. Also, the diffraction of noise around the ends of a barrier.

Frequency
The number of oscillations per second of a sound wave

Hourly Average Sound Level (HNL)
The equivalent-continuous sound level, Leq, over a 1-hour time period.

Impact Insulation Class (IIC)
A single number rating used to compare the effectiveness of floor/ceiling assemblies in providing reduction of impact-generated sound such as the sound of a person's walking across the upstairs floor.

Impact Noise
The noise that results when two objects collide.

Impulse Noise
Noise of a transient nature due to the sudden impulse of pressure like that created by a gunshot or balloon bursting.

Insertion Loss
The decrease in sound power level measured at the location of the receiver when an element (e.g., a noise barrier) is inserted in the transmission path between the sound source and the receiver.

Inverse Square Law
A rule by which the sound intensity varies inversely with the square of the distance from the source. This results in a 6dB decrease in sound pressure level for each doubling of distance from the source.

L_n Sound Level
Time-varying noise environments may be expressed in terms of the noise level that is exceeded for a certain percentage of the total measurement time. These statistical noise levels are denoted L_n, where n is the percent of time. For example, the L_{50} is the noise level exceeded for 50% of the time. For a 1-hour measurement period, the L_{50} would be the noise level exceeded for a cumulative period of 30 minutes in that hour.

Masking
The process by which the threshold of hearing for one sound is raised by the presence of another sound.

Maximum Sound Level (Lmax)
The greatest sound level measured on a sound level meter during a designated time interval or event.

NC Curves (Noise Criterion Curves)
A system for rating the noisiness of an occupied indoor space. An actual octave-band spectrum is compared with a set of standard NC curves to determine the NC level of the space.

Noise Reduction
The difference in sound pressure level between any two points.

Noise Reduction Coefficient (NRC)
A single number rating of the sound absorption properties of a material. It is the average of the sound absorption coefficients at 250, 500, 1000, and 2000 Hz, rounded to the nearest multiple of 0.05.

Octave
The frequency interval between two sounds whose frequency ratio is 2. For example, the frequency interval between 500 Hz and 1,000 Hz is one octave.

Octave-Band Sound Level
For an octave frequency band, the sound pressure level of the sound contained within that band.

One-Third Octave
The frequency interval between two sounds whose frequency ratio is 2^(1/3). For example, the frequency interval between 200 Hz and 250 Hz is one-third octave.

One-Third-Octave-Band Sound Level
For a one-third-octave frequency band, the sound pressure level of the sound contained within that band.

Outdoor-Indoor Transmission Class (OITC)
A single number rating used to compare the sound insulation properties of building façade elements. This rating is designed to correlate with subjective impressions of the ability of façade elements to reduce the overall loudness of ground and air transportation noise.

Peak Sound Level (Lpk)
The maximum instantaneous sound level during a stated time period or event.

Pink Noise
Noise that has approximately equal intensities at each octave or one-third-octave band.

Point Source
A source that radiates sound as if from a single point.

RC Curves (Room Criterion Curves)
A system for rating the noisiness of an occupied indoor space. An actual octave-band spectrum is compared with a set of standard RC curves to determine the RC level of the space.

Real-Time Analyzer (RTA)
An instrument for the determination of a sound spectrum.

Receiver
A person (or persons) or equipment which is affected by noise.

Reflected Sound
Sound that persists in an enclosed space as a result of repeated reflections or scattering. It does not include sound that travels directly from the source without reflections.

Reverberation
The persistence of a sound in an enclosed or partially enclosed space after the source of the sound has stopped, due to the repeated reflection of the sound waves.

Room Absorption
The total absorption within a room due to all objects, surfaces and air absorption within the room. It is measured in Sabins or metric Sabins.

Slow Response
A setting on the sound level meter that determines how measured sound levels are averaged over time. A slow sound level is more influenced by sounds occurring in the distant past that the corresponding fast sound level.

Sound
A physical disturbance in a medium (e.g., air) that is capable of being detected by the human ear.

Sound Absorption Coefficient
A measure of the sound-absorptive property of a material.

Sound Insulation
The capacity of a structure or element to prevent sound from reaching a receiver room either by absorption or reflection.

Sound Level Meter (SLM)
An instrument used for the measurement of sound level, with a standard frequency-weighting and standard exponentially weighted time averaging.

Sound Power Level
A physical measure of the amount of power a sound source radiates into the surrounding air. It is measured in decibels.

Sound Pressure Level
A physical measure of the magnitude of a sound. It is related to the sound's energy. The terms sound pressure level and sound level are often used interchangeably.

Sound Transmission Class (STC)
A single number rating used to compare the sound insulation properties of walls, floors, ceilings, windows, or doors. This rating is designed to correlate with subjective impressions of the ability of building elements to reduce the overall loudness of speech, radio, television, and similar noise sources in offices and buildings.

Source Room
A room that contains a noise source or sources

Spectrum
The spectrum of a sound wave is a description of its resolution into components, each of different frequency and usually different amplitude.

Tapping Machine
A device used in rating different floor constructions against impacts. It produces a series of impacts on the floor under test, 10 times per second.

Tone
A sound with a distinct pitch

Transmission Loss (TL)
A property of a material or structure describing its ability to reduce the transmission of sound at a particular frequency from one space to another. The higher the TL value the more effective the material or structure is in reducing sound between two spaces. It is measured in decibels.

White Noise
Noise that has approximately equal intensities at all frequencies.

Windscreen
A porous covering for a microphone, designed to reduce the noise generated by the passage of wind over the microphone.

PIONEER
NATURAL RESOURCES

January 21, 2022

City of Midland
Ron Jenkins
Oil and Gas Coordinator
300 N. Loraine St
Midland, TX 79701

Re: Hogan Satellite Facility – Additional Compressor Application from Pioneer Natural Resources USA, Inc
SE4 of Section 1, Block X, HP Hillard Survey, Midland County, Texas

To whom it may concern,

Pioneer Natural Resources USA. Inc. ("Pioneer") currently operates the Hogan Satellite Facility (the "Site") located in Section 1, Block X, HP Hillard Survey, Midland County, Texas. Pioneer wishes to apply for a permit to operate an additional compressor(s) at the Site that may or may not add an additional level of noise to the facility and or the surrounding properties.

I, as the surface owner of the adjacent property to the Site, have been made aware of the sound study that was conducted and of the results and hereby state that I will not object to Pioneer's application for an additional compressor(s) on the Site.

Thank you,

Toni Isbell
Surface Owner

3617 N. Big Spring Midland, TX 79705 | PO Box 3178 Midland, TX 79702 T 432.683.4768 F 432.571.5063 PXD.COM

PACKET
15.52
May 24, 2022

PIONEER
NATURAL RESOURCES

April 25, 2022

City of Midland
Ron Jenkins
Oil and Gas Coordinator
300 N. Loraine St
Midland, TX 79701

Re: Hogan Satellite Facility – Application for Additional Compressor from Pioneer Natural Resources USA, Inc
SE4 of Section 1, Block X, HP Hillard Survey, Midland County, Texas

To whom it may concern,

Pioneer Natural Resources USA. Inc. ("Pioneer") currently operates the Hogan Satellite Facility (the "Site") located in Section 1, Block X, HP Hillard Survey, Midland County, Texas. Pioneer wishes to apply for a variance to operate up to two compressors at the Site that may or may not add an additional level of noise to the facility and or the surrounding properties.

I, as the surface owner of the adjacent property to the Site, have been made aware of the sound study that was conducted and of the results of said study and hereby state that I will not object to Pioneer's application for an additional compressor(s) on the Site.

Thank you,

Mal Payne

Mark Payne
Surface Owner

Mal Payne

Lawton Heritage LLC
Mark Payne, Managing Member

3617 N. Big Spring Midland, TX 79705 | PO Box 3178 Midland, TX 79702 T 432.683.4768 F 432.571.5063 PXD.COM

Date: 11/29/2021

Legend

- Oil Well
- Street
- Survey Section

Well Pad #2 -
Five oil and gas wells located in Section 1, Block X, H.P. Hilliard Survey, City of Midland, Midland County, Texas.
Generally located between 2,226 feet and 2,386 feet east of Lamesa Road and between 2,125 feet and 2,185 feet north of Loop 250.

0 150 300 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.

OIL AND GAS WELL PERMIT AMENDMENT

THIS AMENDMENT is made and effective May 24, 2022, by and between the City of Midland, Texas, a home-rule municipal corporation (the "City"), and Pioneer Natural Resources USA, Inc. ("Operator").

WHEREAS, the City previously issued those certain Oil and Gas Well Permits dated August 14, 2018 (collectively, the "Permits") to Operator to drill the following oil and gas wells within the city limits: Hogan 1-13-C-2806H; Hogan 1-13-D-2808H; Hogan 1-13-D-4207H; Hogan 1-24-4307H; and Hogan 1-13-D-4307H; and

WHEREAS, the Permits were authorized by the City Council by Resolution Nos. 2018-293, 2018-294, 2018-295, 2018-296, and 2018-298; and

WHEREAS, the Permits have been in full force and effect since their effective dates and have not been allowed to lapse; and

WHEREAS, Operator has requested that the City approve certain amendments to the Permits;

W I T N E S S E T H:

For and in consideration of the execution of this Amendment and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

ARTICLE I.

Each of the Permits is hereby amended by inserting the following paragraph:

> The Midland City Council, in granting this permit, also allows the use of an electric drive compressor with permanent acoustical barriers that have a Sound Transmission Class rating of 40 located on the north, south and west sides of the pad as an additional production method; provided, however, that the noise level is to be tested at the time of installation of the electric drive compressor and annually thereafter by a qualified third-party inspector to verify that the noise level 123 feet from the edge of the Hogan Transfer Station pad is less than or equal to 3 dBA greater than the ambient noise level. The results of each test shall be submitted to the City within five business days following the conclusion of the test. If noise exceeds the aforementioned level, the wells shall be immediately shut in, and production shall not resume unless production is achieved while maintaining a noise level that does not exceed the aforementioned level.

ARTICLE II.

The Permits, inclusive of this Amendment, shall in all respects remain in full force and effect in accordance with their provisions and as amended above.

EXECUTED by the duly authorized officials as of the day and year first above written.

CITY OF MIDLAND

By:_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

PIONEER NATURAL RESOURCES USA, INC.

By:_____
Laura Wallace,
Senior Staff Regulatory Specialist

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this _____ day of _____, 20____, by Laura Wallace, Senior Staff Regulatory Specialist of Pioneer Natural Resources USA, Inc., on behalf of Pioneer Natural Resources USA, Inc.

_____
Notary Public – State of Texas

City Council Meeting

Item Number: 16

Meeting Date: May 24, 2022

To: City Council / City Manager

From: Kelly Martinez, Senior Planner

Subject: **Motion approving with staff's recommended conditions a proposed Preliminary Plat of Hawk View Addition, Section 5 being a replat of Lots 18 and 19, Block 1, and Lot 11, Block 2, Hawk View Addition, Lots 29A, 29B, 30, and 31, Block 1, and Lots 1A, 8B, 12A, and 15C, Block 2, Hawk View Addition, Section 4, all out of Midland County, Texas (Generally located on the northwest corner of the intersection of South County Road 1270 and West County Road 150) (Extraterritorial Jurisdiction) (DISTRICT: NONE) (DEVELOPMENT SERVICES)**

Purpose:

The applicant, Maverick Engineering, is requesting to replat Lots 18 and 19, Block 1, and Lot 11, Block 2, Hawk View Addition, Lots 29A, 29B, 30, and 31, Block 1, and Lots 1A, 8B, 12A, and 15C, Block 2, Hawk View Addition, Section 4, all out of Midland County, Texas for ownership purposes. This plat is greater than 25 acres; therefore, approval from Council is required.

Recommended City Council Action:

Approve

Fiscal Impact:

This request does not have a significant financial impact to the city.

Discussion:

This request has been routed to all respective departments for internal review. The comments are below

BUILDING CODE: (Approved)

ETJ, no jurisdiction.

SURVEYOR: (Approved)

No Comments.

ENGINEERING: (Approved with Conditions)

IMPACT FEES: Property is outside of the designated service areas. Impact fee note not required. [For the Applicant's information only.

ROW: Refer to Transportation's comments.

PAVING: S C R 1270, W C R 143, and W C R 150 are sub-standard, construct to City Standards for entire platted frontage or request a deferral. [Reference City Code Section 11-2-3(G)1 & 11-2-4(A)2(a)]

WATER: None existing. Construct water to City standards along entire platted frontage or request a deferral. [Reference City Code Section 11-2-3(G)1 & 11-2-4(A)2(a)]

FIRE HYDRANTS: Required as needed to meet NFPA, IFC & City Fire Code; and/or comply with directives of City Fire Marshal. After January 14, 2020 - Fire hydrants shall be spaced no more than 500' apart, Pressure Indicator Rings are to be installed and will require the developers/contractors to pay for the flow test. [For the Applicant's information only.]

PRO RATA: None

SEWER: Construct wastewater distribution line to City standards along entire platted frontage or request a deferral. [Reference City Code Section 11-2-3(G)1 & 11-2-4(A)2(a)]

DRAINAGE: Show compliance with Hawk View Addition, Section 4 Drainage Study, prepared by Maverick Engineering and approved by the City on 08/14/2018. [For the Applicant's information only.]

EASEMENTS: Show existing and proposed. [For the Applicant's information only.]

SIDEWALKS: Required at building permit. However, subdivision located in county so request a deferral [For the Applicant's information only.]

DIMENSION: * * *

OTHER:

1. Include in deferral request that public improvements (water, paving & sidewalks) were deferred by Administrative deferral for Hawk View Section 4 on October 2, 2018; and Hawk View

Industrial Park received a deferral from Council on June 23, 2015 for water, wastewater, paving & sidewalk improvements (060-2015).

TRANSPORTATION: (Approved with Conditions)

City GIS shows 85 ft of ROW on CR 1270.

No additions or changes to site access are approved with plat or zoning review.

Driveways or other access points are approved only with construction drawing review. [For the Applicant's information only.]

FIRE: (Approved)

No comments: ETJ.

CODE COMPLIANCE: (Approved)

Not in the City limits- no oil or gas jurisdiction.

GIS: (Approved)

The section containing lots 18, 19, 30, and 31 is 2 feet off from existing survey.

Health: (Approved)

Yes, the health department will review applications from the 27 proposed lots of HAWK VIEW Addition SECTION 6, BEING A REPLAT OF LOTS 18 & 19 BLOCK I AND LOT 11 BLOCK 2 HAWK VIEW ADDITION LOTS 29A 29B 30 31 BLOCK I AND LOTS IA, 8B, 12A & 15C BLOCK 2 HAWK VIEW ADDITION SECTION 4 ALL OUT OF SECTION 29 BLOCK 40 T-2-S T&P RR CO SURVEY MIDLAND COUNTY TEXAS THE 27 LOTS ARE each lot is 1 acre and above the property owner must contact the pipeline company to get the setback to their pipeline before any excavation can occur to ensure the proposed plans on the application for the septic system will meet the setbacks from the water well on the property and the water wells on the adjacent properties.

Midland County: (Approved)

Ensure Driveway permits through the county for any tie ins.

PLANNING: (Approved with Conditions)

The legal description should be, "being a replat of Lots 18 and 19, Block 1, and Lot 11, Block 2, Hawk View Addition, Lots 29A, 29B, 30, and 31, Block 1, and Lots 1A, 8B, 12A, and 15C, Block 2, Hawk View Addition, Section 4, all out of Midland County, Texas." [For Applicant's Information Only]

The point of beginning is off by 2 feet for Lots 18,19,30, and 31. [Midland City Code 11-2-3(D)4]

The plat name should be Hawk View Addition, Section 5. [Midland City Code 11-2-5(A)4]

The plat is over 25 acres; therefore, approval from City Council is required at preliminary. Midland City Code 11-2-3-(D)11(6)

All department's comments must be addressed as a condition of preliminary plat approval. Staff recommends approval of the preliminary plat of Hawk View Addition, Section 5, subject to conditions A through D.

Conditions:

A. Approval of this preliminary plat is subject to the final plat including a drawing of the boundary description which has been prepared by a registered surveyor and shall bear his seal, signature and date on each sheet and a statement that the boundary description shown thereon accurately describes the survey of the tract boundary conducted by said surveyor. [Midland City Code 11-2-3(D)4.]

B. Approval of this preliminary plat is subject to the final plat containing the correct subdivision name. [Midland City Code 11-2-5(A)4]

C. Approval of this preliminary plat is subject to approval by the Council. [Midland City Code 11-2-3(D)11(6)

D. Approval of this preliminary plat is subject to the final plat containing the correct ROW width for CR 1270. [Midland City Code 11-2-3(C)2(b)1

Attachments:

Proposed Preliminary Plat
Application
Map

Morris William Jr.

City Manager's Office

MIDLAND
Planning Division

Preliminary Plat Application

Project Number: SUB-22-0504
Case Number: P-22-1326

Proposed Subdivision Plat Name: Hawk View Addition, Section 6

Legal Description (attached sealed Metes and Bounds): Being a Replat of Lots 18 & 19, Block 1 and Lot 11, Block 2, Hawk View Addition, Lots 29A, 29B, 30, 31, Block 1, and Lots 1A, 8B, 12A, and 15C, Block 2 Hawk View Addition, Section 4, All Out of Section 29, Block 40, T-2-S, T&P, RR. Co. Survey, Midland County, Texas

Property Owner Printed Name: Hawk View Investment Partners		Phone (432) 262-0999 Email	
Address 18301 Von Karman Ave Ste 510	City Irvine	State CA	Zip 92612

Developer *(if different than Owner)* Printed Name:		Phone (432) 262-0999 Email	
Address	City	State	Zip

Representative *(if acting as Agent, see affidavit on page 2)* 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

Current Zoning: ETJ

Reason for Platting: ownership purposes

Plat Information	Total Acreage:
Type: ☐ Single-Family Residential ☐ Multi-Family Residential ☐ Commercial ■ Extraterritorial Jurisdiction (ETJ)	
Number of Lots: 26	Number of Multi-family Dwelling Units:

Submittal and Fees
Items to be submitted with this application form:

- 1 FOLDED Copy of Dimensioned Plat
- 1 Extra Copy (11x17)
- Digital Files (JPEG & PDF)
- Application Fee – Payable to the 'City of Midland'

Request for a Development Agreement
Do you expect to request a development agreement with the City? ☐ Yes ■ No
If yes, contact the City Engineer at (432) 685-7286

RECEIVED
APR 20 2022
Paul Rodriguez

Provisions
A plat application will not be considered filed pursuant to Section 212.009 of the Texas Local Government Code until all required documents and fees have been submitted and ***all of the terms and conditions of the Subdivision Ordinance, including all necessary studies, plans and supporting information are accepted and approved,*** or the applicant has filed a waiver request for sections from which the plat deviates. Once a plat meets the requirements to be considered filed with the City, the application will be placed on the Planning and Zoning Commission agenda for consideration under the time requirements set out in Section 212.009.

Signature *(by property owner only – authorized agent must sign affidavit below)*

Property Owner (signature): Date: _____

Property Owner (printed) : Thomas Reiter, President

The Preliminary Plat shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Subdivision Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Andrew L Meller who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or is authorized by Hawk View Investment Partners the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Andrew L Meller
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 20th day of April, 2022, to certify which witness my hand and seal of office.

Kelsey Ann Lewis
My Commission Expires
2/19/2026
Notary ID
131456388

Kelsey Ann Lewis
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☒ Property Owner Authorization ☒ 1 Copy of Dimensioned Plat ☐ Plat in Digital Format (PDF/JPEG)
☒ Application Fee ☐ 1 Copy of Plat (11x17)
Check # 3717

Received By: Paul Rodriguez Date: 04/20/22

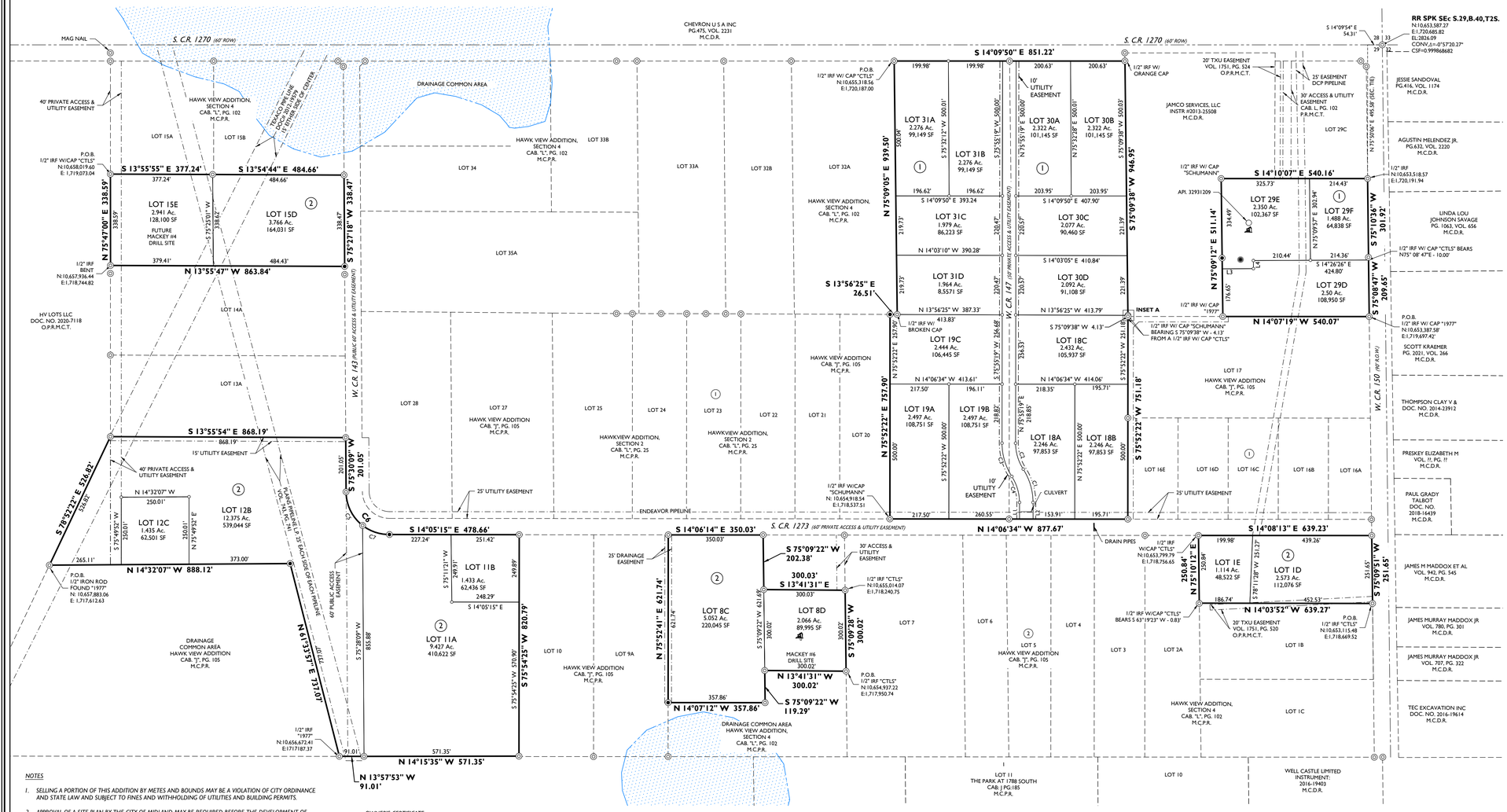
RECEIVED
APR 20 2022

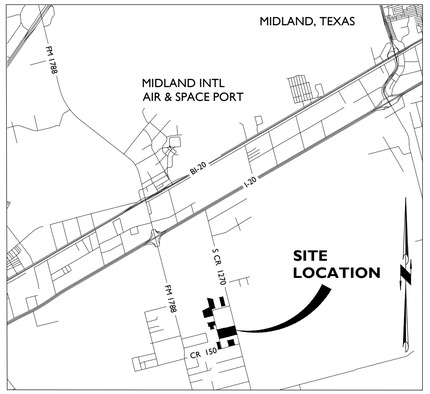
Application will not be considered for scheduling until reviewed by a planner.

PRELIMINARY PLAT

HAWK VIEW ADDITION, SECTION 6

BEING A REPLAT OF LOTS 18 & 19, BLOCK 1 AND LOT 11, BLOCK 2, HAWK VIEW ADDITION,
LOTS 29A, 29B, 30, 31, BLOCK 1, AND LOTS 1A, 8B, 12A, & 15C, BLOCK 2 HAWK VIEW ADDITION,
SECTION 4, ALL OUT OF SECTION 29, BLOCK 40, T-2-S, T&P, RR. CO. SURVEY, MIDLAND COUNTY, TEXAS.





VICINITY MAP
N.T.S.

LEGEND

- DENOTES SET 1/2-INCH IRON ROD W/RED PLASTIC CAP MARKED "MAVERICK FIRM #10194514"
- DENOTES 1/2" IRON ROD FOUND UNLESS NOTED
- DENOTES PROPOSED LOT CORNER
- DENOTES EXISTING PUMP JACK
- DENOTES EXISTING PIPELINE MARKER/SIGN
- DENOTES EXISTING FLARE
- DENOTES BOUNDARY LINE
- DENOTES EXISTING LOTS
- DENOTES EXISTING SECTION LINE
- DENOTES EXISTING EASEMENTS
- DENOTES PROPOSED EASEMENTS
- O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS, MIDLAND CO., TX
- D.R.M.C.T. DEED RECORDS, MIDLAND CO., TX
- P.R.M.C.T. PLAT RECORDS, MIDLAND CO., TX
- DENOTES EXISITNG FLOODPLAIN

NOTES

1. *SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.*
2. *APPROVAL OF A SITE PLAN BY THE CITY OF MIDLAND MAY BE REQUIRED BEFORE THE DEVELOPMENT OF ANY LOT AND BEFORE A BUILDING PERMIT MAY BE OBTAINED.*
3. *BASIS OF BEARING, COORDINATES, DISTANCES AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE, NORTH AMERICAN DATUM 1983, U.S. SURVEY FOOT WITH CONV. Δ=-0°57'20.27", CSF=0.999868682 AT RR SPK AT SEc S.29, B.40,T2S. N:10,653,587.27, E:1,720,685.82, EL:2826.09.*
4. *THE INSTALLATION OF IMPROVEMENTS MAY BE REQUIRED BY THE CITY OF MIDLAND AS SUCH TIME AS: IF ANY OF THE INDIVIDUAL LOTS ARE REPLATTED IN TO MORE THAN ONE LOT OR, THE PROPERTY IS REZONED FOR A MORE INTENSIVE USE.*
5. *PROPERTY LIES WITHIN THE CITY OF MIDLAND'S "AIRPORT HEIGHT HAZARD AND COMPATIBLE LAND USE ZONING" ORDINANCE NO. 9302 THIS IS A PROVISIONAL PRELIMINARY PLAT, THIS IS NOT TO BE RECORDED OR USED FOR CONSTRUCTION PURPOSES. SET MONUMENTS SHOWN HEREON ARE ALSO PRELIMINARY AND SHALL ONLY BE PLACED IN ACCORDANCE WITH A FINAL SURVEY SEALED BY THE SURVEYOR OF RECORD.*
6. *PROPERTY LIES WITHIN THE CITY OF MIDLAND'S "AIRPORT HEIGHT HAZARD AND COMPATIBLE LAND USE ZONING" ORDINANCE NO. 9302*
7. *MIDLAND COUNTY SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OF PRIVATE STREETS, DRIVES, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS, AND OPEN SPACES; AND, THE OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF PRIVATE STREETS, DRIVES, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS, AND OPEN SPACES, AND SAID OWNERS AGREE TO INDEMNIFY AND SAVE HARMLESS MIDLAND COUNTY FROM ALL CLAIMS, DAMAGES, AND LOSSES ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE OBLIGATIONS OF SAID OWNERS SET FORTH IN THIS PARAGRAPH.*

AOZ-4 AIRPORT OVERLAY DISTRICT (NOTE PER 11-11-11 A (2)

ANY PERSON WHO DESIRES TO ERECT A NEW STRUCTURE OR REBUILD, REPLACE, OR ENLARGE AN EXISTING STRUCTURE OR ESTABLISH A NEW USE OR SUBSTANTIALLY CHANGE AN EXISTING USE IN THE AOZ-4 MUST APPLY FOR AND RECEIVE A PERMIT. A PERMIT SHALL BE GRANTED UNLESS THE NEW STRUCTURE OR THE NEW USE WOULD BE A HEIGHT HAZARD OR A PROHIBITED LAND USE AS SET FORTH IN SECTION 11-11-8, 11-11-9, AND TABLE 1 OF THIS CHAPTER OR WOULD OTHERWISE VIOLATE THIS CHAPTER. APPLICATIONS FOR PERMITS SHALL BE SUBMITTED TO AND ISSUED BY THE CITY OF MIDLAND BUILDING OFFICIAL.

OWNER'S CERTIFICATE

THE STATE OF CALIFORNIA
COUNTY OF ORANGE

WHEREAS HAWK VIEW INVESTMENT PARTNERS LLC IS THE RECORD OWNER OF A TRACT OF LAND SITUATED IN SECTION 29, BLOCK 40,T-2-S, T&P, RR. CO. SURVEY COUNTY OF MIDLAND,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT HAWK VIEW INVESTMENT PARTNERS LLC, BEING THE OWNER OF THE LAND SHOWN ON THIS PLAT DESIGNATED AS HAWK VIEW ADDITION, SECTION 6, 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 EASEMENT THAT NO CONSTRUCTION SHALL COMMENCE ON SAID LOT OR LOTS UNTIL THE EXACT LOCATION OF SAID CONTAINERS THEREWITH HAS BEEN SELECTED AND APPROVED BY THE DIRECTOR OF UTILITIES.

WITNESS MY HAND AT _____, CALIFORNIA, THIS

THE_____DAY OF _____, 2022.

BY: THOMAS REITER, PRESIDENT

FEMA NOTE

FLOOD STATEMENT: ACCORDING TO FEMA'S N.F.I.P. FLOOD INSURANCE RATE MAP #48329C0200F, DATED SEPTEMBER 16, 2005, THIS PROPERTY IS WITHIN THE UNSHADED PORTION OF ZONE "X", DESIGNATED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN."

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF MAVERICK ENGINEERING.

ACKNOWLEDGEMENT

THE STATE OF CALIFORNIA
COUNTY OF ORANGE

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE WAS ACTING AS OWNER, AND THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS

THE _____ DAY OF _____, 2022.

NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, GREGORY W. SHOULTS, 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.

GREGORY W. SHOULTS RPLS#5356
MAVERICK ENGINEERING (TX FIRM #10194514)
1909 W. WALL STREET, SUITE, K
MIDLAND, TX 79701

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	130.41'	226.95'	128.63'	N 59° 27' 36" E	32°55'27"
C2	101.68'	176.95'	100.29'	N 59° 27' 36" E	32°55'27"
C3	130.41'	226.95'	128.63'	S 59° 27' 36" W	32°55'26"
C4	101.68'	176.96'	100.29'	S 59° 27' 35" W	32°55'27"
C5	143.74'	158.25'	138.85'	S 49° 49' 22" W	52°02'32"
C6	250.43'	158.26'	225.11'	S 30° 30' 29" W	90°39'56"
C7	106.70'	158.26'	104.69'	S 04° 29' 21" W	38°37'39"

LINE TABLE

LINE	BEARING	LENGTH
L1	S 75° 55' 19" W	61.61'
L2	N 75° 55' 19" E	61.58'
L3	S 14° 26' 26" E	115.00'
L4	N 75° 33' 34" E	30.00'

PROPERTY OWNER:

HAWK VIEW INVESTMENT PARTNERS, LLC
18301 VON KARMAN AVE, SUITE 510
IRVINE, CA 92612

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS

NO. _____ CABINET _____

DATE _____ PAGE _____

CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF HAWK VIEW ADDITION, SECTION 6, WAS APPROVED BY PROPER ACTION OF THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF MIDLAND, TEXAS ON THIS

_____DAY OF_____ 2022.

LUCY SISNIEGA, CHAIRMAN

ELIZABETH SHAUGHNESSY, SECRETARY

UTILITY COMPANY'S CERTIFICATE
THIS PLAT HAS BEEN CHECKED FOR ACCESSIBILITY OF UTILITIES.

ATMOS ENERGY
BY: _____

AT&T
BY: _____

SUDDENLINK COMMUNICATION
BY: _____

GRANDE COMMUNICATION
BY: _____

ONCOR ELECTRIC DELIVERY
BY: _____

MAVERICK ENGINEERING
1909 West Wall Street, Suite "K"
Midland, Texas 79701 FIRM: F-15089
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

HAWK VIEW ADDITION SECTION 6

Drawing : F:\2022\220012-HAWK VIEW INVESTMENT PARTNERS-HAWK VIEW SUBDIVISION RE-PLAT 2022\DRAWINGS\PLAT\220012 PRELIMINARY PLAT.DWG Last Saved By: Paladin on 4/20/22

LOCATION MAP

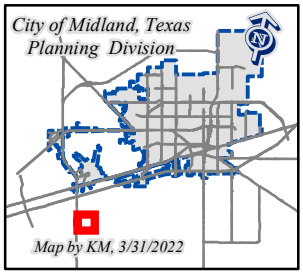
SUB-22-0504 **Scale: 1" = 200'**

Proposed plat of Hawk View Addition, Section 5 being a replat of Lots 18 and 19, Block 1, and Lot 11, Block 2, Hawk View Addition, Lots 29A, 29B, 30, 31, Block 1, and Lots 1A, 8B, 12A, 15C, Block 2, Hawk View Addition, Section 4, all out of Midland County, Texas.

Generally located on the northwest corner of the intersection of S. County Road 1270 and W. County Road 150. (Extraterritorial Jurisdiction)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

City Council Meeting

Item Number: 17

Meeting Date: May 24, 2022

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: Motion authorizing the execution of a Right-of-Way License (22-329-004) with Pinnacle Dos Picos LLC, regarding City-owned property described as Sections 9 and 16, Block 37, Township 3 South, 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 sixteen inch (16) 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 16” pipeline(315.15 rods x $220.00/rod): $69,333.00 per year - first 5 years paid in advance: $346,665.67

Surface Damages: included in new annual rate

Total Collected: $347,665.00

Discussion:

This is a common carrier, steel construction gas line will be sixteen inches (16) 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

Morris Williams Jr.

City Manager's Office

RIGHT OF WAY LICENSE

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND	§	

Date:	May 25, 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:	22-329-004

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 THREE HUNDRED FORTY-SIX THOUSAND SIX HUNDRED SIXTY-FIVE and 67/100 Dollars ($346,665.67) 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 sixteen (16) 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 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 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 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 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 intersects with a City of Midland utility line location, the pipeline 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, 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 the pipeline 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 or property of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by 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 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 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 IN LICENSOR'S RIGHT OF WAY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, AND ALL COSTS AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY OF LICENSEE'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR ANY OF LICENSEE'S HANDLING, STORING, RELEASING, TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING, BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

C. Assignment. The rights granted by this License inure to the benefit of Licensee. The rights and privileges shall not be assignable by Licensee without the express written consent of Licensor's City Manager. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager.

D. Independent Contractor. It is expressly understood and agreed that Licensee shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such

independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way.

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

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

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

F. Governing Law & Venue. All performance and payment made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

G. Release. NOTWITHSTANDING ANY OTHER PROVISIONS, LICENSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LICENSOR, LICENSOR'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS,

CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH LICENSEE HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR LICENSOR'S NEGLIGENCE.

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

I. Third Party Beneficiary. Licensor's approval of this License does not create a third party beneficiary. There is no third party beneficiary to this License. No person or entity who is not a party to this License shall have any third party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

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

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties

agree that this License does not constitute a License or Contract for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the greatest extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third party lacking privity to the License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, and maintain Licensor's facilities or structures described herein, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose, but does not require the use of the Property for a specific purpose. This License does not require Licensee to construct, operate, repair, maintain, replace or remove any of Licensee's facilities or structures described herein. Licensee is not providing a service to Licensor but is providing a service to Licensee's customers. Licensee is paying Licensor for a temporary interest in real property not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

[Signature Pages Follow]

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Robert Patrick, City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Carl 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 Texas §
§
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this 25 day of April, 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 25 day of April, 2022.

_____
Notary Public, State of Texas

FRANKLIN JOSEPH
Notary Public, State of Texas
Comm. Expires 04-10-2026
Notary ID 131523733

EXHIBIT "A"

PINNACLE MIDSTREAM

PIPELINE RIGHT-OF-WAY
SECTION 9, BLOCK 37, T-3-S, T. & P. RR. CO SURVEY, A-132
MIDLAND COUNTY, TEXAS

A pipeline right-of-way thirty feet (30') in width with edges being fifteen feet (15') right and left of the following described centerline in Section 9, Block 37, T-3-S, T. & P. RR. CO Survey, A-132 Midland County, Texas:

BEGINNING at the South line of said Section 9, whence the Southeast corner of said Section 9 bears S 75°48'12" W, a distance of 1399.05 feet;

① Thence N 14°13'54" W , a distance of 56.80 feet to an angle point;

② Thence N 15°11'44" W , a distance of 125.96 feet to an angle point;

③ Thence N 75°41'34" E , a distance of 3611.67 feet to an angle point;

④ Thence N 13°56'47" W , a distance of 97.93 feet, to a site, the **END** of this description; whence the Southwest corner of said Section 9 bears S 56°43'31" E, a distance of 390.31 feet.

This description contains 3892.36 feet or 235.90 rods.

All bearings are relative to GRID NORTH and were determined by GPS observation. Bearings and distances shown are relative to **NAD-27** Grid Texas Central Zone.

CERTIFICATION:

THE INFORMATION IN THIS DRAWING WAS DERIVED FROM FIELD NOTES OR ELECTRONIC DATA OF AN ACTUAL ON-THE-GROUND SURVEY MADE UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THE INFORMATION HEREON IS FOR RIGHT-OF-WAY ACQUISITION PURPOSES ONLY AND DOES NOT CONSTITUTE A COMPLETE BOUNDARY SURVEY AS DEFINED BY THE T.B.P.L.S. "PROFESSIONAL LAND SURVEYING PRACTICES ACT". ALL LANDOWNER INFORMATION, PROPERTY LINES, AND DESCRIPTIONS ARE SHOWN BASED ON DATA PROVIDED BY PINNACLE MIDSTREAM.

STATE OF TEXAS REGISTERED WILLIAM J. KEATING 5041 PROFESSIONAL LAND SURVEYOR

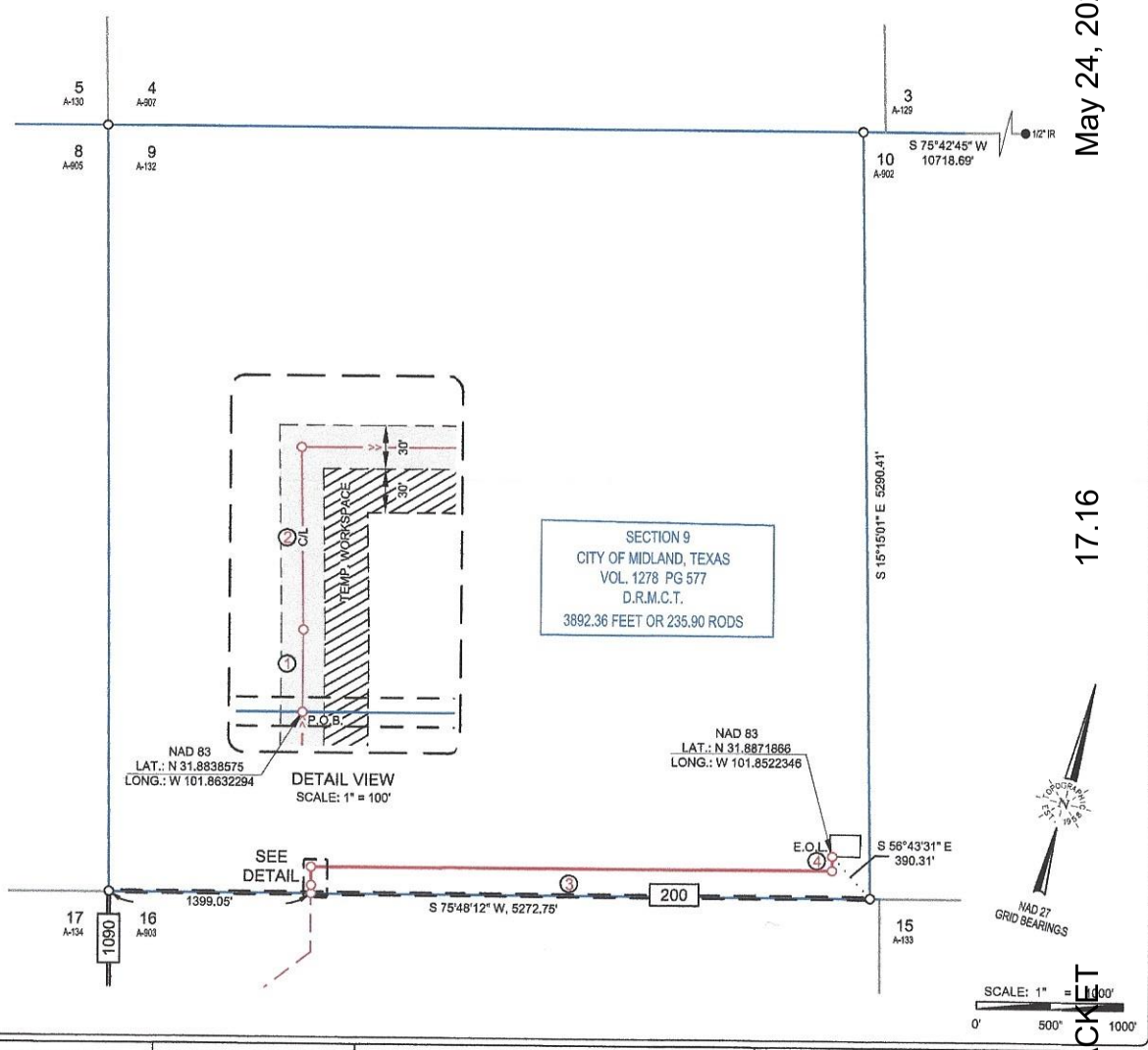
Texas Reg. No. 5041

Signature Date 4/5/2022

TOPOGRAPHIC
LOYALTY INNOVATION LEGACY
2903 NORTH BIG SPRING • MIDLAND, TEXAS 79705
TELEPHONE: (432) 682-1653 OR (800) 767-1653 • FAX (432) 682-1743
TEXAS FIRM REGISTRATION NO. 10042500
WWW.TOPOGRAPHIC.COM

FILE NAME: EP_451_GAS_SALES_WWM_PIPELINE_PL3_REV1

LEGEND
- Section Line
- Block Line
- X Fence
- E Powerline
- Pipeline
- Lease Road
- Found Monument
- Calculated Corner



Orig. Doc. 8.5x14	Surveyed: 03/29/22	COGO: 672-127921	Drawn By: EAH; 03/29/22
Project Page: 3 OF 3			Revision: (KA) Date Revised: 04/08/22

May 24, 2022 17.16 PACKET

PINNACLE MIDSTREAM

PIPELINE RIGHT-OF-WAY
SECTION 16, BLOCK 37, T-3-S, T. & P. RR. CO SURVEY, A-903
MIDLAND COUNTY, TEXAS

A pipeline right-of-way thirty feet (30') in width with edges being fifteen feet (15') right and left of the following described centerline in Section 16, Block 37, T-3-S, T. & P. RR. CO Survey, A-903 Midland County, Texas:

BEGINNING at the West line of Said Section 16, whence the Northwest corner of said Section 16 bears N 14°45'41" W, a distance of 714.68 feet;

① Thence N 75°34'10" E , a distance of 999.45 feet to an angle point;

② Thence N 38°02'38" E , a distance of 496.86 feet to an angle point;

③ Thence N 14°13'54" W , a distance of 406.32 feet, to the North line of said Section 16, the **END** of this description; whence said Northwest corner bears S 75°48'12" W, a distance of 1399.05 feet.

This description contains 1902.63 feet or 115.31 rods.

All bearings are relative to GRID NORTH and were determined by GPS observation. Bearings and distances shown are relative to **NAD-27** Grid Texas Central Zone.

CERTIFICATION:

THE INFORMATION IN THIS DRAWING WAS DERIVED FROM FIELD NOTES OR ELECTRONIC DATA OF AN ACTUAL ON-THE-GROUND SURVEY MADE UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THE INFORMATION HEREON IS FOR RIGHT-OF-WAY ACQUISITION PURPOSES ONLY AND DOES NOT CONSTITUTE A COMPLETE BOUNDARY SURVEY AS DEFINED BY THE T.B.P.L.S. "PROFESSIONAL LAND SURVEYING PRACTICES ACT". ALL LANDOWNER INFORMATION, PROPERTY LINES, AND DESCRIPTIONS ARE SHOWN BASED ON DATA PROVIDED BY PINNACLE MIDSTREAM.

STATE OF TEXAS REGISTERED WILLIAM J. KEATING 5041 PROFESSIONAL LAND SURVEYOR

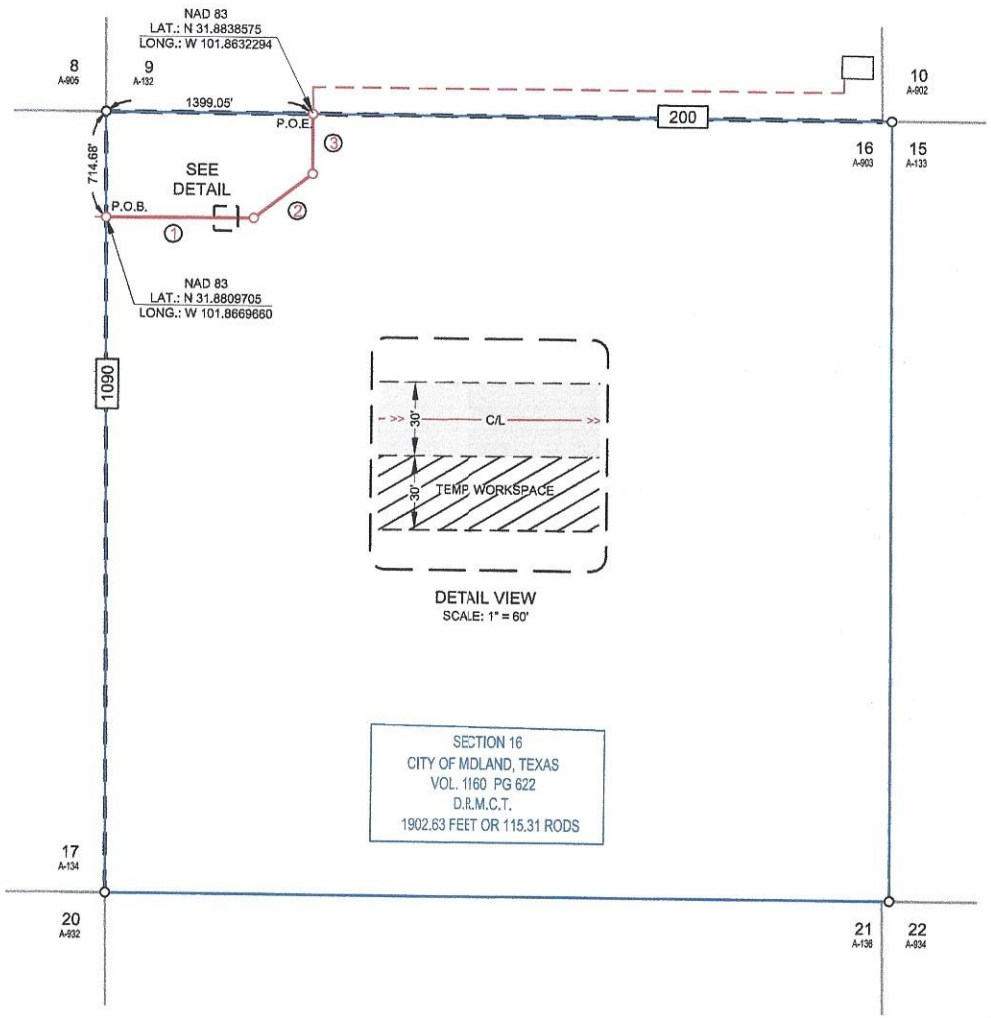
Texas Reg. No. 5041

Signature Date 4/5/2022

TOPOGRAPHIC
LOYALTY INNOVATION LEGACY
2903 NORTH BIG SPRING • MIDLAND, TEXAS 79705
TELEPHONE: (432) 682-1653 OR (800) 767-1653 • FAX (432) 682-1743
TEXAS FIRM REGISTRATION NO. 10042500
WWW.TOPOGRAPHIC.COM

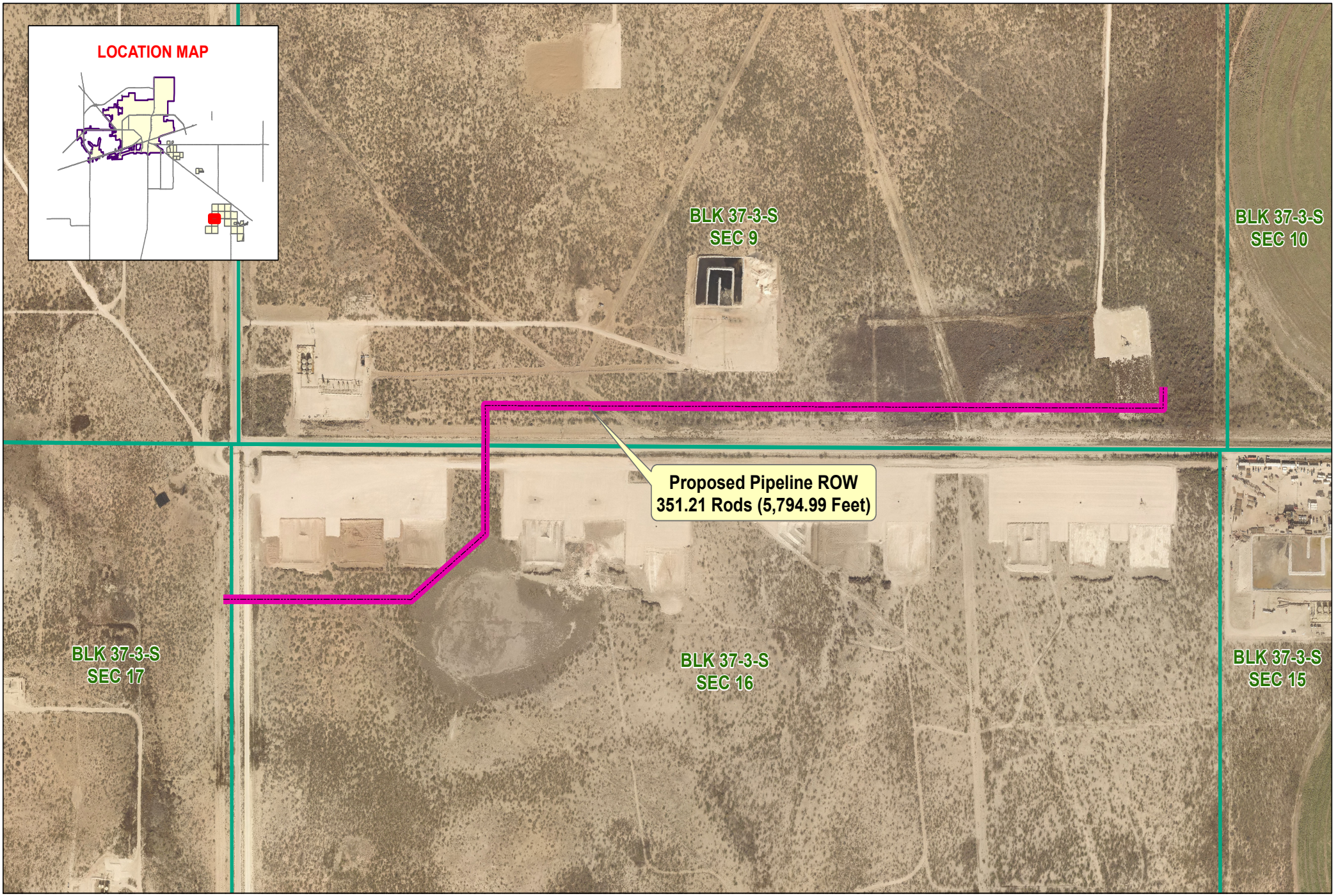
FILE NAME: EP_451_GAS_SALES_WWM_PIPELINE_PL2_REV1

LEGEND
- Section Line
- Block Line
- X — Fence
- E — Powerline
- \\ — Pipeline
- Lease Road
- Found Monument
- Calculated Corner



Orig. Doc. 8.5x14	Surveyed: 03/29/22	COGO: 672-127921	Drawn By: EAH; 03/29/22		
Project Page: 2 OF 3			Revision: (KA)	Date Revised: 04/08/22	

May 24, 2022 17.17 PACKET



Date: 4/18/2022

Proposed ROW
Survey Section

PACKET

17.18

Pinnacle Midstrem Proposed Pipeline ROW

May 24, 2022

0 250 500 Feet

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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	CONTACT NAME: Natalie Mills
Fort Worth-Alliant Insurance Services, Inc. 6100 Western Pl Ste 100 Fort Worth, TX 76107	PHONE (A/C, No, Ext): / FAX (A/C, No):
	E-MAIL ADDRESS: natalie.mills@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : Texas Mutual Insurance Company	22945
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Pinnacle Dos Picos LLC
4400 Post Oak Blvd, Ste 1450
Houston, TX 77027

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 17.19 May 24, 2022

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City Council Meeting

Item Number: 18

Meeting Date: May 10, 2022, May 24, 2022

To: City Council / City Manager

From: Justin Smith, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 1, EASTOVER SECOND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF JESSE STREET AND ILLINOIS AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Louis Clay, is requesting a Zone Change from MF-22, Multiple Family Dwelling District to SF-3 Single Family Dwelling District at 213 Jesse Street, for construction of a single-family home.

Recommended City Council Action:

Approve

Fiscal Impact:

This request does not require any City funds.

Current Zoning:

MF-22, Multiple Family District

Surrounding Zoning and Land Use:

The property to the north is zoned LI, Light Industrial, and the location of vacant land. The property the east is zoned SF-3, Single Family Dwelling District and is currently being used for single family housing. The property to south is zoned MF-22, Multiple Family Dwelling District and is being used for single family housing. The property the west is zoned SF-3, Single Family Dwelling District, and is currently vacant.

Surrounding Zoning and Land Use:

The property to the north is zoned LI, Light Industrial, and the location is vacant land. The property to the east is zoned SF-3, Single Family Dwelling District and is currently being used for single family housing. The property to the south is zoned MF-22, Multiple Family Dwelling District and is being used for single family housing. The property to the west is zoned SF-3, Single Family Dwelling District, and is currently vacant.

Analysis:

The applicant, Louis Clay, is requesting to change the zoning from MF-22, Multiple Family Dwelling District, to SF-3, Single Family Dwelling District with the purpose of building a single-family home. 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. The property does not meet the minimum lot size requirements for the SF-3, Single Family Dwelling District, however; a special exception for the minimum lot dimensions was approved by the City Council on March 22, 2022.

The applicant will be required to adhere to the site plan review standards outlined within the City of Midland Zoning Ordinance Section 5.05: - Nonresidential Zoning District Dimensional Regulations Chart as well as Chapter 9, Landscape Regulations for future landscaping.

This proposed Planned Development amendment 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.] Our staff has examined the FEMA flood map and it appears that this property lies partially within Zone AE which is a Special Flood Hazard Area subject to inundation by the 1% annual chance flood. An elevation certificate based off of construction drawings will be required to get a building permit to show compliance to the 1 foot of freeboard above the base flood elevation for residential structures. An elevation

Code: (Approved)

No Oil and Gas issues. Informational: No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat. Please note if oil & gas wells are not identified and left off of plat, this could prevent receiving city permits for structures. Any plugged and abandoned well would need to be identified.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.] No objection to zone change. [For Applicant's information only.]

Planning:

The request does not fit with the Tall City Tomorrow Comprehensive Plan, Chapter 3-Land Use Vision. This designation calls for UR-M, Urban Residential-Medium. There areas are designed to be neighborhoods that incorporate a mix of housing types, including single-family attached and detached, and townhouse uses. In addition to housing, civic uses would generally be allowed in this area. The City of Midland Planning Department supports this rezone because the surrounding area already has many offices and business uses bordering the single-family dwellings. Urban Residential-Medium is intended to create a high-level connectivity between developments both residential and commercial.

This request was recommended for approval at the April 18, 2022, Planning and Zoning Commission meeting.

Staff recommends approval of this zone change from MF-22, Multiple Family Dwelling District to SF-3, Single Family Dwelling District, subject to condition A.

Conditions:

A. That the use and development of this property shall conform to the regulations of the SF-3, Single family Dwelling District.

Letters of Objection:

Staff has not received any letters of objection as of May 4, 2022.

Attachments:

Application
Maps
Aerial Map

.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 1, EASTOVER SECOND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF JESSE STREET AND ILLINOIS AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 1, Block 1, Eastover Second Addition, City and County of Midland, Texas (the "Property") to SF-3, Single-Family Dwelling District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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: 2-21-0276

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Louis Clay		Phone (432) 631-2909 Email	
Address 1215 Lynn	City Midland	State Tx	Zip 79705

Property Owner Printed Name: Louis Clay		Phone (432) 631-2909 Email	
Address 1215 Lynn	City Midland	State Texas	Zip 79705

Representative *(if different from Applicant or Property Owner)* Firm: N/A Printed Name:		Phone (432) 697-1447 Email	
Address	City	State	Zip

Street Address: 213 Jesse

Legal Description SEE ATTACHED METES AND BOUNDS

Lot: 001 Block: 001 Subdivision: Eastover Second

Current Zoning: FS

Proposed Zone: SF
(List by tracts if more than one district is requested)

Reason for Zone Change Request: To build a single family home

Present Use of Property: Vacant

Proposed Use of Property: Single family home

How would this zone change affect the public health, safety and welfare? None

Describe how conditions affecting the property have changed since present zoning designation: Cant build a single family home

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): Louis Clay	Date: 11-30-2021
Applicant (printed): Louis Clay	
Property Owner (signature): Louis Clay	Date: 11-30-2021
Property Owner (printed) : Louis Clay	

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 _____ 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

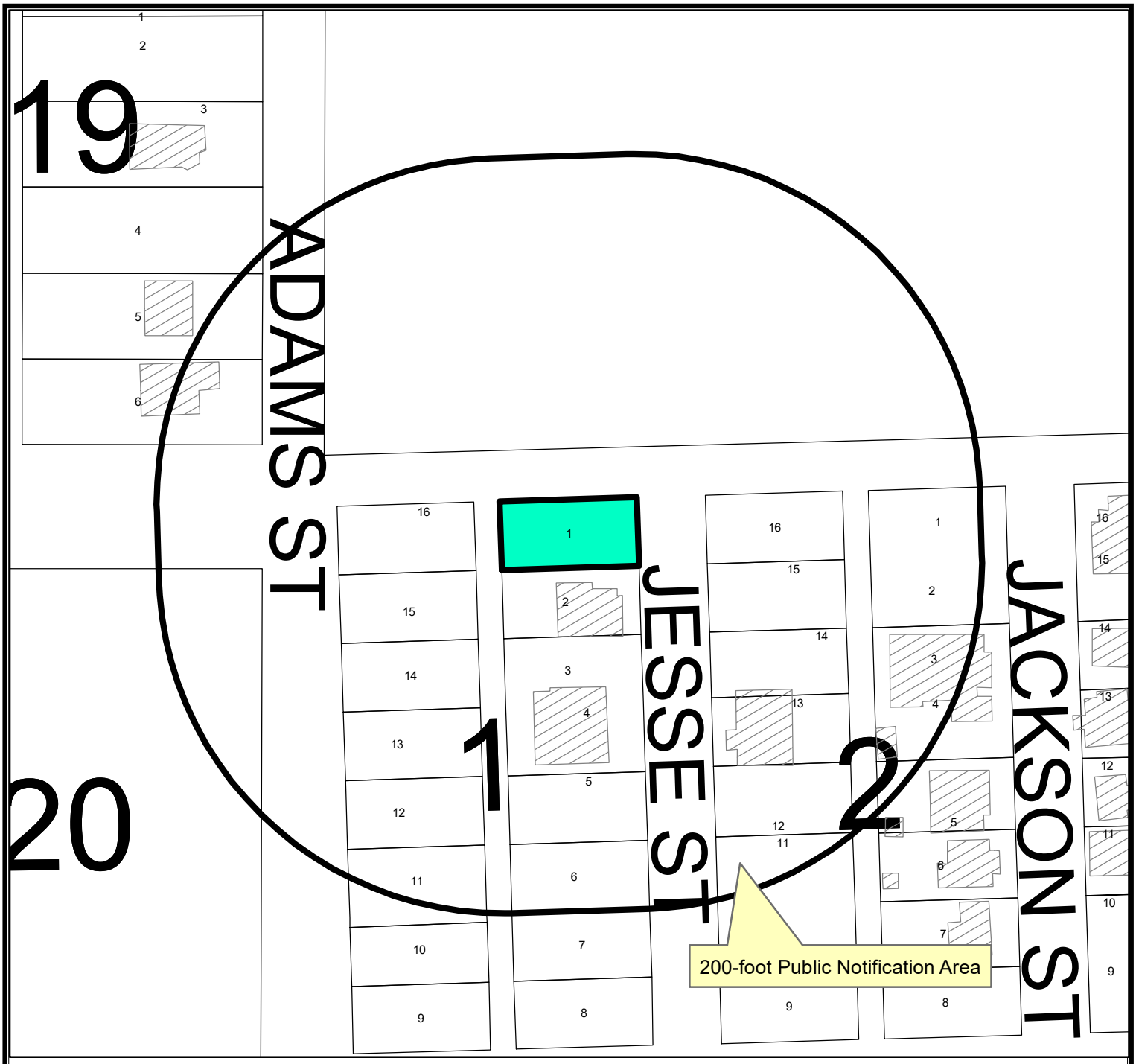
FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # 1555	
Received By: [signature]	Date: 12-1-21

****Application will not be considered for scheduling until reviewed by a planner.****

Aerial Map (Exhibit A)

RECEIVED
JAN 2 1 2022
BY: .....



LOCATION MAP

Z-21-0276 **Scale: 1" = 1000'**

Consider a request by Louis Clay for a Zone Change from MF-22, Multiple Family Dwelling District, to SF-3, Single Family Dwelling District, on Lot 1, Block 1, Eastover Second Addition, City and County of Midland, Texas.

Generally located on the southwest corner of the intersection of Jesse Street and E. Illinois Avenue.(Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

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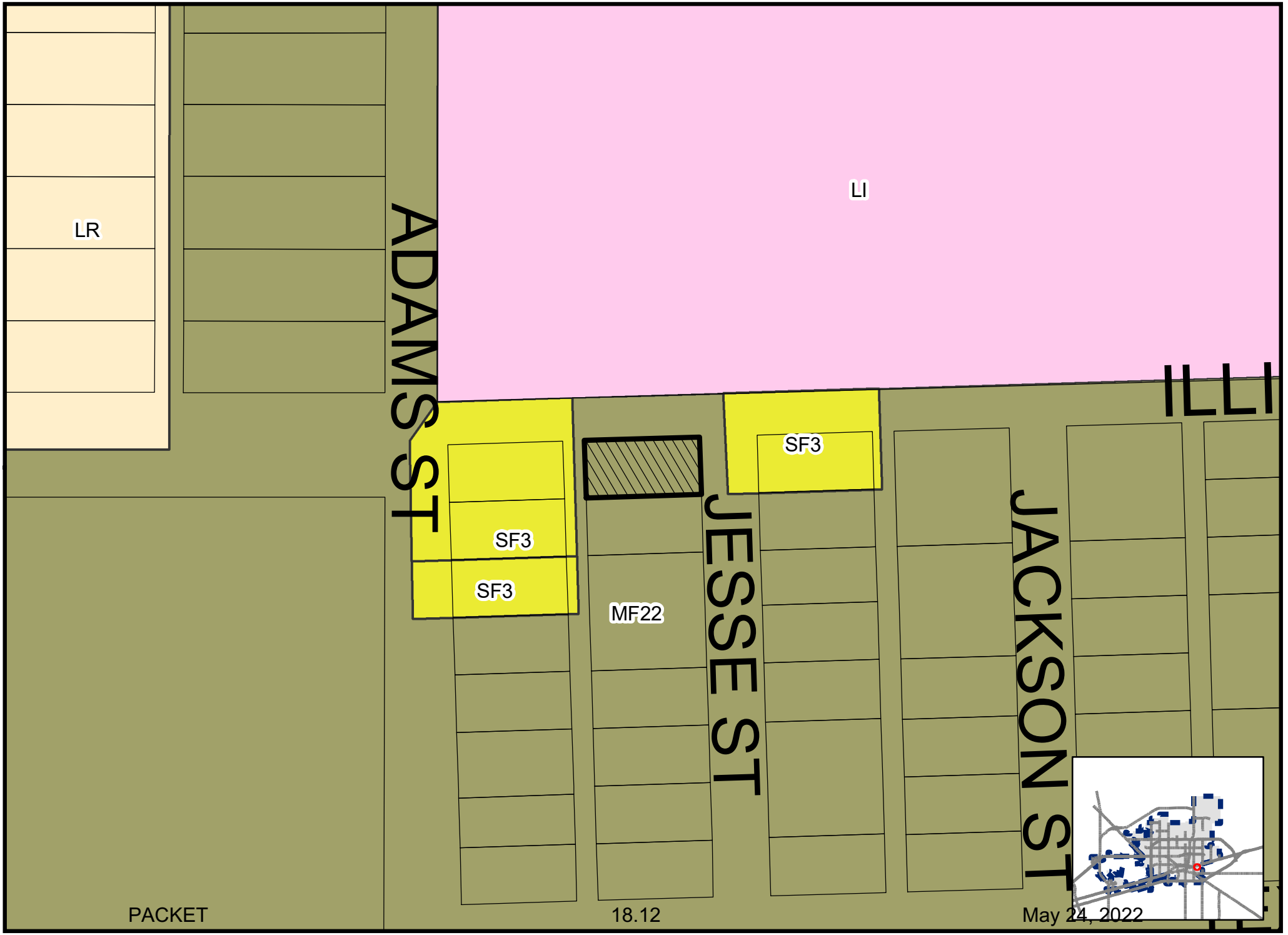

Map By JS, 3/30/2022

Z-21-0276

Scale: 1" = 1000'

ZONING MAP

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Jesse

City Council Meeting

Item Number: 19

Meeting Date: May 10, 2022, May 24, 2022

To: City Council / City Manager

From: Justin Smith, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 1.38-ACRE TRACT OF LAND OUT OF LOTS 1, 2, 3 AND 4, BLOCK 4, WEST MIDLAND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-2, SINGLE-FAMILY DWELLING DISTRICT, IN PART, AND O-1, OFFICE DISTRICT, IN PART, TO O-1, OFFICE DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF F STREET AND ILLINOIS AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Mellen Family Investments, LLC, is requesting a zone change from O-1, Office District, in part and SF-2, Single Family Dwelling District, in part to O1, Office District on a 1.38-acre tract of land out of Lots, 1, 2, 3 and 4, Block 4, West Midland Addition, City and County of Midland, Texas.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds would be required for this project.

Current Zoning:

O-1, Office District, in part and SF-2, Single Family Dwelling District, in part.

Surrounding Zoning and Land Use:

The property to the north is zoned SF-2, Single Family Dwelling District and is currently being used for single family housing. The property to the east is zoned MF-22, Multiple-Family Dwelling District and O-1, Office District and is currently the Midland Tennis Complex. The property to the south, across Illinois Avenue, is zoned O-1, Office District, and is being used for small businesses. The properties to the west are zoned O-1, Office District and SF-2, Single Family Dwelling District, and both are lots are being used as single-family housing.

Analysis:

The applicant, Mellen Family Investments, LLC, is requesting to change the zoning from O-1, Office District, in part and SF-2, Single Family Dwelling District, in part to O-1, Office District, with the purpose of building Maverick Engineering Corporate Headquarters. The property is currently in the process of being replatted.

The applicant will be required to adhere to the site plan review standards outline within the City of Midland Zoning Ordinance Section 5.05: - Nonresidential Zoning District Dimensional Regulations Chart as well as Chapter 9, Landscape Regulations for future landscaping.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No objection to zone change. [For the Applicant’s information only.] Site drainage, utilities, driveway access and traffic circulation may be adjusted during the construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant’s information only.]

Code: (Approved)

No Oil and Gas issues. Informational: No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat. Please note if oil & gas

wells are not identified and left off of plat, this could prevent receiving city permits for structures. Any plugged and abandoned well would need to be identified.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.] No objection to zone change. [For Applicant's information only.]

Planning:

The request does not fit with the Tall City Tomorrow Comprehensive Plan, Chapter 3-Land Use Vision. This designation calls for UR-M, Urban Residential-Medium. There areas are designed to be neighborhoods that incorporate a mix of housing types, including single-family attached and detached, and townhouse uses. In addition to housing, civic uses would generally be allowed in this area. The City of Midland Planning Department supports this rezone because the surrounding area already has many office and business uses bordering the single family dwellings. Urban Residential-Medium is intended to create a high-level connectivity between developments both residential and commercial.

This request was recommended for approval at the April 18, 2022, Planning and Zoning Commission meeting.

Therefore, staff recommends approval of this zone change from O-1 Office District, in part and SF-2, Single Family Dwelling District, in part to O1, Office District to conditions A.

Conditions:

A. That the use and development of the property shall conform to the regulations of the O-1, Office District, except as stated below.

Letters of Objection:

Staff has not received any letters of objection as of May 4, 2022.

Attachments:

Application
Meets and Bounds (Exhibit A)
Plat (Exhibit B)
Site Plan
Maps

City Manager's Office

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number 2-22-0291

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Mellen Family Investments LLC		Phone (432) 262.0999 Email amellen@maverick-eng.com	
Address 1909 W Wall St Ste K	City Midland	State TX	Zip 79701

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: 1306 W Illinois Ave & 307 N F St

Legal Description
Lot: 40, 44 Block: 4 Subdivision: West Midland

Current Zoning: O1, SF2

Proposed Zone: O1
(List by tracts if more than one district is requested)

Reason for Zone Change Request: updating SF2 zoning

Present Use of Property: vacant

Proposed Use of Property: Corporate Headquarters for Maverick Engineering

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): Andrew L. Mellen	Date: 3-23-22
Applicant (printed): Andrew L Mellen	
Property Owner (signature): same as applicant	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.

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 Mellen Family Inv. 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.

Andrew L. Mellen
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 23rd day of March, 20 22, to certify which witness my hand and seal of office.

Kelsey Ann Lewis
My Commission Expires
2/19/2026
Notary ID
131456388

Kelsey Ann Lewis
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:

RECEIVED
MAR 23 2022
BY: JS

Application will not be considered for scheduling until reviewed by a planner.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 1.38-ACRE TRACT OF LAND OUT OF LOTS 1, 2, 3 AND 4, BLOCK 4, WEST MIDLAND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-2, SINGLE-FAMILY DWELLING DISTRICT, IN PART, AND O-1, OFFICE DISTRICT, IN PART, TO O-1, OFFICE DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF F STREET AND ILLINOIS AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning a 1.38-acre tract of land out of Lots 1, 2, 3 and 4, Block 4, West Midland Addition, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein (the "Property") to O-1, Office District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from SF-2, Single-Family Dwelling District, in part, and O-1, Office District, in part, to O-1, Office District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2022; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council

member _____, on the _____ day of _____, A.D., 2022, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

M A V E R I C K
ENGINEERING · SURVEY · WATER RESOURCES
1909 West Wall Street, Suite K • Midland, TX 79701
Tel: 432.262.0999 • Fax: 432.262.0989 • maverick-eng.com
ENGINEER FIRM #: F-15089 | SURVEY FIRM #:10194514

FIELD NOTE DESCRIPTION OF A 1.38 ACRE TRACT OF LAND

FIELD NOTE DESCRIPTION OF A 1.38 ACRE TRACT OF LAND SITUATED IN AND BEING PORTIONS OF LOTS 1, 2, 3, AND 4, OF BLOCK 4, WEST MIDLAND ADDITION, AN ADDITION TO THE CITY AND COUNTY OF MIDLAND, TEXAS ACCORDING TO THE PLAT RECORDED IN CABINET A, ON PAGE 180 OF THE PLAT RECORDS OF SAID MIDLAND COUNTY, BEING THE AGGREGATE OF 3 TRACTS OF LAND DESCRIBED IN VOLUME 735 ON PAGE 167 BEING REFILED IN VOLUME 735 ON PAGE 546, VOLUME 734 ON PAGE 767, VOLUME 751 ON PAGE 97 AND AN ABANDONED ALLEY AS DESCRIBED IN VOLUME 72 ON PAGE 611, ALL OF THE OFFICIAL PUBLIC RECORDS OF SAID MIDLAND COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT N.(y):10694785.22, E.(x):1752392.26, A ONE HALF INCH IRON PIPE FOUND AT THE SOUTHWEST CORNER OF A CALLED "EAST 10 FEET OF LOTS 3 AND 4 IN BLOCK 4, WEST MIDLAND ADDITION, TO THE TOWN OF MIDLAND, MIDLAND COUNTY, TEXAS", AS RECORDED IN VOLUME 40 ON PAGE 360 OF THE DEED RECORDS OF SAID MIDLAND COUNTY, ON THE NORTH RIGHT-OF-WAY LINE OF WEST ILLINOIS AVENUE, FOR THE SOUTHEAST CORNER HEREOF;

THENCE S.75°48'26"W., ALONG SAID RIGHT OF WAY, AT 164.84 FEET (R=165.0) PASSING A ONE HALF INCH IRON ROD FOR THE SOUTHWEST CORNER OF SAID LOT 3, THE SOUTHEAST CORNER OF SAID LOT 2, IN THE CENTER OF SAID ABANDONED ALLEY, IN ALL, 269.96 FEET (R=270.0) TO A ONE HALF INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF A TRACT BEING CALLED THE WEST 70 FEET OF THE SOUTHWEST QUARTER OF SAID BLOCK 4, IN VOLUME 2245 ON PAGE 468 OF SAID OFFICIAL PUBLIC RECORDS, FOR THE SOUTHWEST CORNER HEREOF;

THENCE N.14°15'35"W., ALONG THE EAST LINE OF SAID WEST 70 FEET OF SAID SOUTHWEST QUARTER, AT 150.09 FEET PASSING NEAR A ONE HALF INCH IRON ROD FOUND NEAR THE EAST COMMON CORNER OF SAID CALLED WEST 70 FEET OF THE SOUTHWEST QUARTER, AND THE WEST 70 FEET OF THE NORTHWEST QUARTER OF SAID BLOCK 4, AS RECORDED IN DOCUMENT NUMBER 2018-10779 OF SAID OFFICIAL PUBLIC RECORDS, IN ALL 300.15 FEET (R=300.0) TO A ONE HALF INCH IRON ROD WITH A RED PLASTIC CAP MARKED "MAVERICK FIRM #10194514", (RPC) SET ON THE SOUTH RIGHT-OF-WAY LINE OF WEST OHIO AVENUE, FOR THE NORTHEAST CORNER OF SAID WEST 70 FEET OF THE NORTHWEST QUARTER FOR THE NORTHWEST CORNER HEREOF;

THENCE N.75°48'26"E., ALONG SAID RIGHT-OF-WAY, 38.19 FEET (R=38.0) TO A ONE HALF INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF A CALLED 67 FOOT BY 67 FOOT TRACT AS A SAVE AND EXCEPT TRACT IN THE DOCUMENT RECORDED IN VOLUME 734 ON PAGE 767 OF SAID OFFICIAL PUBLIC RECORDS FOR THE NORTH NORTHEAST CORNER HEREOF;

THENCE S.14°07'34"E., ALONG THE WEST LINE SAID TRACT, 67.22 FEET (R=67.0) TO AN "RPC" FROM WHICH A ONE HALF INCH IRON ROD BEARS S.36°44'47"E., 0.66 FEET, SET FOR AN INTERIOR CORNER HEREOF;

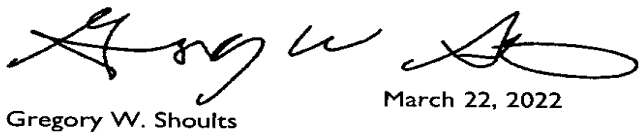
THENCE N.75°48'26"E., ALONG THE SOUTH LINE SAID TRACT, 66.97 FEET (R=67.0) TO AN "RPC" SET ON THE WEST LINE OF SAID LOT 4, IN THE CENTERLINE OF SAID ABANDONED ALLEY, FOR AN EXTERIOR CORNER HEREOF;

THENCE S.14°17'16"E., ALONG THE WEST LINE SAID LOT 4, 33.03 FEET (R=33.0) TO A ONE HALF INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THE CALLED "NORTH 100 FEET OF THE EAST HALF" OF SAID BLOCK 4, RECORDED IN VOLUME 2126 OF PAGE 27 OF SAID OFFICIAL PUBLIC RECORDS FOR AN INTERIOR CORNER HEREOF;

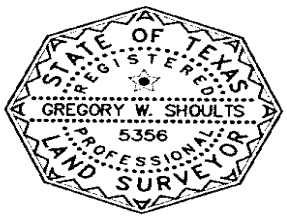
THENCE N.75°48'26"E., ALONG THE SOUTH LINE SAID CALLED NORTH 100 FEET, 164.94 FEET (R=165.0) TO AN "RPC" SET ON THE WEST LINE OF SAID CALLED "EAST 10 FEET OF LOTS 3 AND 4", FOR THE EAST NORTHEAST CORNER HEREOF;

THENCE S.14°15'35"E., ALONG THE WEST LINE OF SAID 10 FOOT STRIP, AT 99.92 FEET (R=100.0) PASSING A ONE HALF INCH IRON ROD AT THE EAST COMMON CORNER OF THE TRACTS CALLED IN VOLUME 735 ON

PAGE 546 AND VOLUME 751 ON PAGE 97 OF SAID OFFICIAL PUBLIC RECORDS, IN ALL 199.90 FEET (R=200.0) TO THE **POINT OF BEGINNING**, CONTAINING 59995.5 SQUARE FEET OR 1.38 ACRES OF LAND.



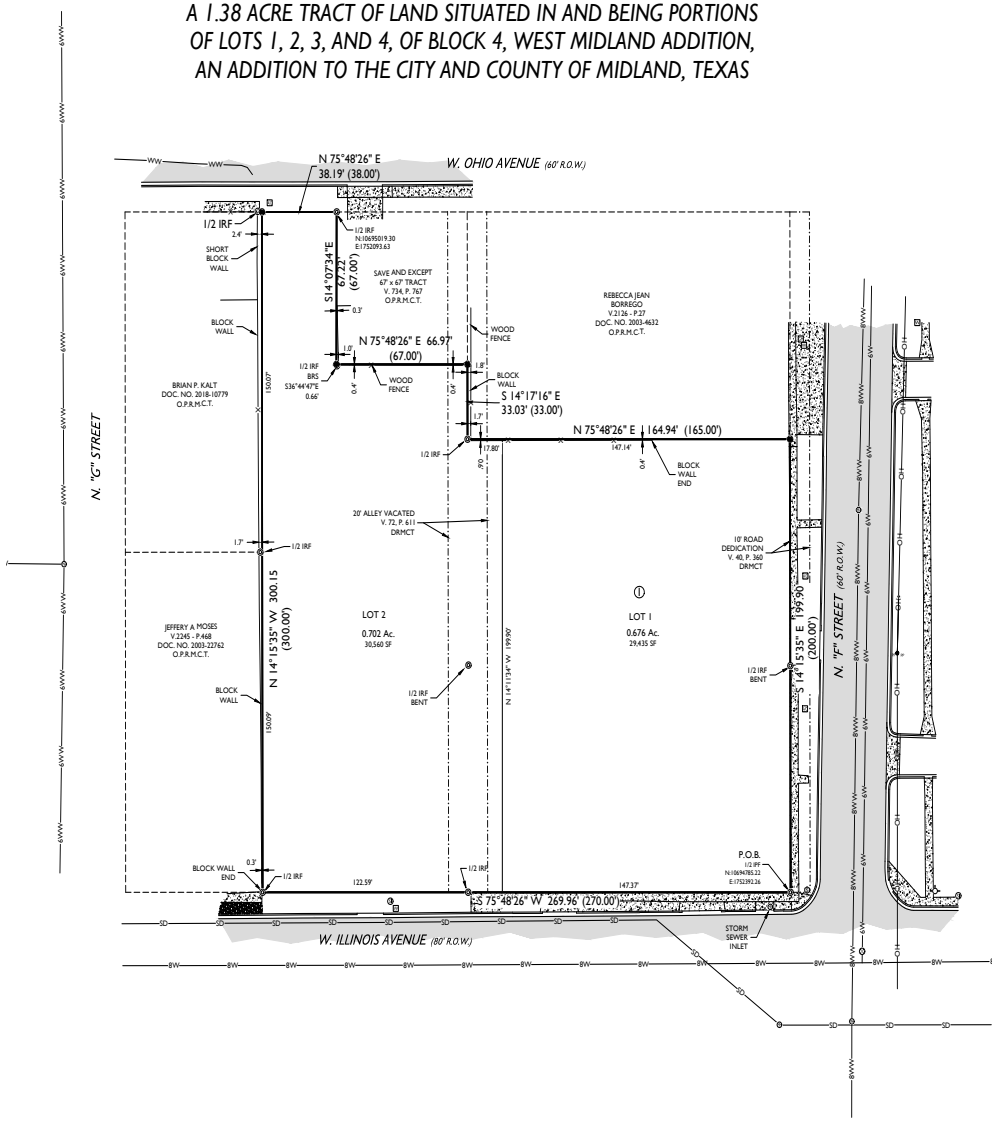
March 22, 2022



Gregory W. Shoults
www.maverick-eng.com
Texas RPLS - No. 5356
Maverick Engineering (FIRM – No. 10194514)

WEST MIDLAND ADDITION
SECTION 2

A 1.38 ACRE TRACT OF LAND SITUATED IN AND BEING PORTIONS OF LOTS 1, 2, 3, AND 4, OF BLOCK 4, WEST MIDLAND ADDITION, AN ADDITION TO THE CITY AND COUNTY OF MIDLAND, TEXAS



OWNER'S CERTIFICATE

THE STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS MELLEN FAMILY INVESTMENTS LLC IS THE RECORD OWNER OF A TRACT OF LAND SITUATED IN SECTION 27, BLOCK 39, T-1-S, T&P. RY. CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT MELLEN FAMILY INVESTMENTS LLC, BEING THE OWNER OF THE LAND SHOWN ON THIS PLAT DESIGNATED AS WEST MIDLAND ADDITION, SECTION 2, 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 COLLECTION, UTILITY FACILITY ACCESS AND MAINTENANCE, LOCATION AND MAINTENANCE OF TRASH CONTAINERS AND ACCESS THERETO, AND CONDITION SAID EASEMENT THAT NO CONSTRUCTION SHALL COMMENCE ON SAID LOT OR LOTS UNTIL THE EXACT LOCATION OF SAID CONTAINERS THEREWITH HAS BEEN SELECTED AND APPROVED BY THE DIRECTOR OF UTILITIES.

WITNESS MY HAND AT _____ - _____

THE _____ DAY OF _____, 2022.

BY: ANDREW MELLEN

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 ANDREW MELLEN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE WAS ACTING AS OWNER, AND THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS

THE _____ DAY OF _____, 2022.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, GREGORY W. SHOULTS, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH SUBDIVISION REGULATIONS OF THE CITY OF MIDLAND, TEXAS.

PRELIMINARY - THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE

GREGORY W. SHOULTS, R.P.L.S.
MAVERICK, T.B.P.E.L.S. FIRM #10194514
1909 W. WALL STREET, SUITE, K
MIDLAND, TX 79701

UTILITY COMPANY'S CERTIFICATE

THIS PLAT HAS BEEN CHECKED FOR ACCESSIBILITY OF UTILITIES.

ATMOS ENERGY

BY: _____

AT&T

BY: _____

SUDDENLINK COMMUNICATION

BY: _____

GRANDE COMMUNICATION

BY: _____

ONCOR ELECTRIC DELIVERY

BY: _____

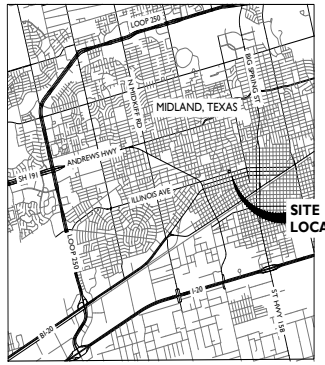
CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF WEST MIDLAND ADDITION, SECTION 2, WAS APPROVED BY PROPER ACTION OF THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF MIDLAND, TEXAS ON THIS

_____ DAY OF _____, 2022.

LUCY SISNIEGA, CHAIRMAN

ELIZABETH SHAUGHNESSY, SECRETARY



VICINITY MAP

N.T.S.

0' 30' 60'

ORIGINAL SCALE: 1" = 30'

LEGEND

DENOTES FOUND MONUMENT AS NOTED	DENOTES BOUNDARY LINE
DENOTES SET ½ IR w/RED PLASTIC CAP MARKED "MAVERICK FIRM #10194514"	DENOTES EXISTING PROPERTY LINES
DENOTES CALCULATED CORNER	DENOTES EXISTING EASEMENT LINE
DENOTES EXISTING WELL OR GUY ANCHOR	DENOTES EXISTING OVERHEAD ELECTRIC LINE
DENOTES EXISTING POWER POLE	DENOTES EXISTING FENCE OR WALL (TYPE NOTED)
DENOTES EXISTING CLEANOUT	DENOTES EXISTING STORM DRAIN
DENOTES EXISTING WATER METER	DENOTES EXISTING WASTE WATER LINE W/ SIZE
DENOTES EXISTING WATER VALVE	DENOTES EXISTING WATER LINE W/ SIZE
DENOTES EXISTING FIRE HYDRANT	
DENOTES EXISTING MANHOLE	DENOTES PAVEMENT
DENOTES EXISTING GAS METER	DENOTES CONCRETE
DENOTES EXISTING STUB OUT	DENOTES RIPRAP
DENOTES EXISTING STOP SIGN	O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS, MIDLAND CO., TX
DENOTES EXISTING SIGN	D.R.M.C.T. DEED RECORDS, MIDLAND CO., TX
	P.R.M.C.T. PLAT RECORDS, MIDLAND CO., TX
	( ) RECORDED MEASUREMENT

DEVELOPMENT NOTES

1. *SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.*
2. *APPROVAL OF A SITE PLAN BY THE CITY OF MIDLAND MAY BE REQUIRED BEFORE THE DEVELOPMENT OF ANY LOT AND BEFORE A BUILDING PERMIT MAY BE OBTAINED.*
3. *THE INSTALLATION OF IMPROVEMENTS MAY BE REQUIRED BY THE CITY OF MIDLAND AS SUCH TIME AS:*
   (1) THE REPRESENTED LOTS ARE REPLATTED FOR SUBDIVISION INTO MORE THAN ONE LOT OR .
   (2) THE PROPERTY IS REZONED FOR A MORE INTENSIVE USE.
4. *IMPACT FEES WILL BE ASSESSED DURING THE FINAL PLATTING PROCESS, IMPLEMENTATION AND COLLECTION OF IMPACT FEES WILL TAKE PLACE DURING THE BUILDING PERMIT PROCESS. ADDITIONAL IMPACT FEES OR INCREASES IN FEES MAY NOT BE ASSESSED AGAINST THE TRACT UNLESS THE NUMBER OF SERVICE UNITS TO BE DEVELOPED ON THE TRACT INCREASED.*

SURVEY NOTES:

1. *BASIS OF BEARING, COORDINATES, DISTANCES AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE, NORTH AMERICAN DATUM 1983, U.S. SURVEY FOOT.*
2. *SEE DOCUMENTS OR ELECTRONIC DATA FILED IN THE OFFICE OF MAVERICK ENGINEERING FOR COMPLETE RECONSTRUCTION OF THIS SURVEY.*
3. *LOCATION OF BURIED UTILITIES AND PIPELINES, IF ANY, IS APPROXIMATE BASED UPON OBSERVED EXISTING SIGNAGE, CITY OF MIDLAND GIS AND VISUAL EVIDENCE, OR BY ONE-CALL 811 SITE MARKINGS AT THE TIME OF THIS SURVEY. DUE CARE IS RECOMMENDED: CALL 1-800-DIG-TESS FOR LOCATES PRIOR TO ANY CONSTRUCTION OR EXCAVATION.*

FEMA NOTE

FLOOD STATEMENT: ACCORDING TO FEMA'S N.F.I.P. FLOOD INSURANCE RATE MAP #48329C0201F, DATED SEPTEMBER 16, 2005, THIS PROPERTY IS WITHIN THE UNSHADED PORTION OF ZONE "X", DESIGNATED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN."

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF SURVEYOR SURVEYING COMPANY.

PROPERTY OWNER

MELLEN FAMILY INVESTMENTS LLC
1909 W. WALL STREET
MIDLAND, TEXAS - 79701
DEED INSTRUMENT #

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS

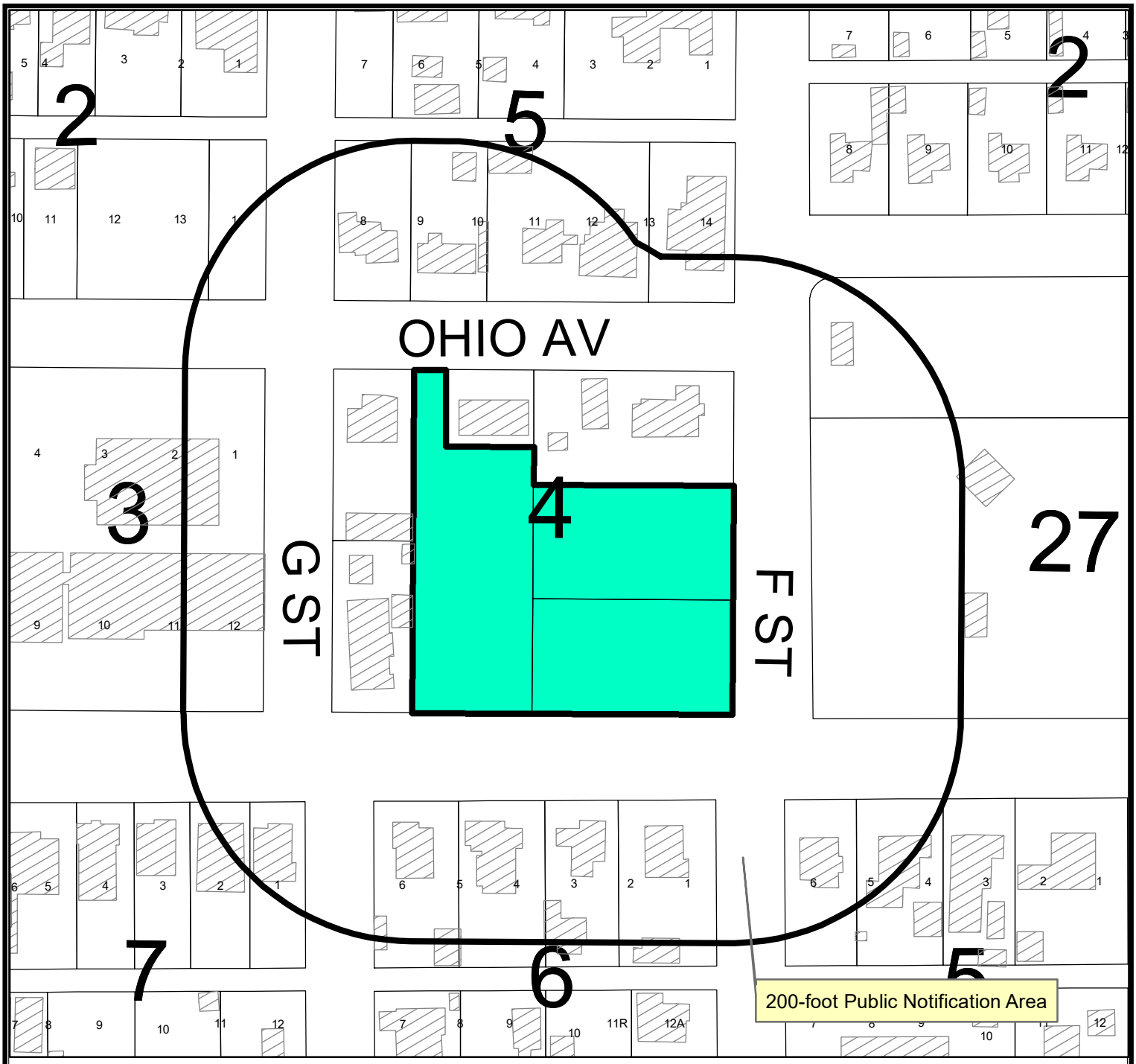
NO. _____ CABINET _____

DATE _____ PAGE _____

MAVERICK
CIVIL ENGINEERING / LAND SURVEY
1909 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM #: F- 15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

WEST MIDLAND ADDITION
SECTION 2

Drawing: P:\2022\220002-MELLEN FAMILY INVESTMENTS-MAVERICK OFFICE\DRAWINGS\PLAT\220002 SKETCH PLAT.DWG Last Saved By: AKalensk on 3/18/22



LOCATION MAP

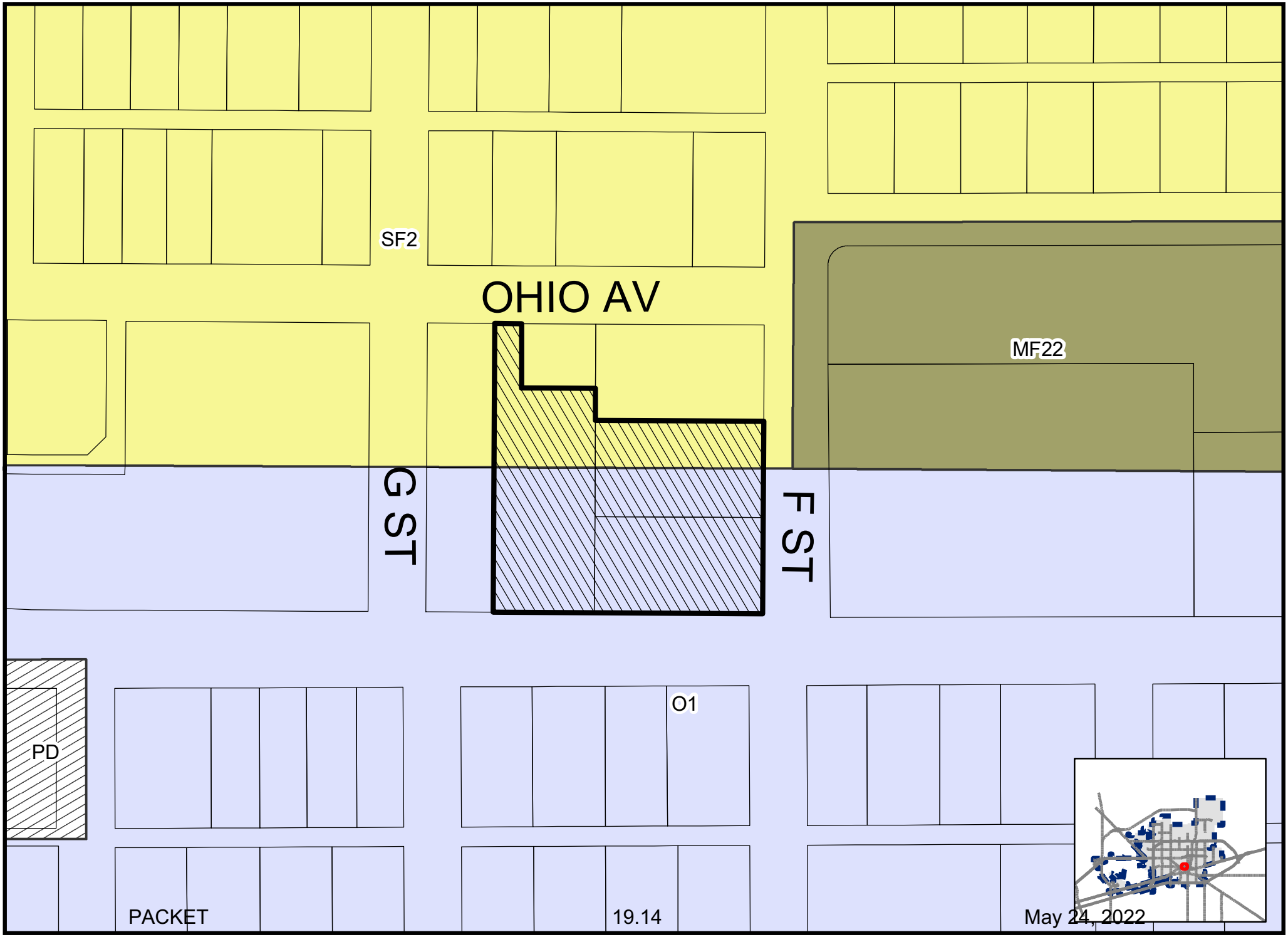
Z-22-0291 **Scale: 1" = 1500'**

Request by Mellen Family Investments, LLC for a Zone Change from O-1, Office District, in part and SF-2, Single Family Housing District, in part to O-1, Office District, on a 1.38-acre tract of land out of Lots, 1, 2, 3 and 4, Block 4, West Midland Addition, City and County of Midland, Texas. Generally located on the northwest corner of the intersection of F Street and Illinois Avenue. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

©THE CITY OF MIDLAND - 2021
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 JS, 3/24/2022

Z-22-0291

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.

City Council Meeting

Item Number: 20

Meeting Date: May 10, 2022, May 24, 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 14 THROUGH 21, BLOCK 7, AND LOTS 1 THROUGH 8, BLOCK 8, NUEVA LA JOLLA ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE EAST AND WEST SIDES OF SOUTH BENTON STREET, APPROXIMATELY 217 FEET NORTH 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 2) (DEVELOPMENT SERVICES)

Purpose:

Midland Habitat for Humanity is requesting a zone change from PD, Planned Development District to Amended PD, Planned Development District to make an amendment to the ordinance for Lots 14-21, Block 7, and Lots 1-8, Block 8, Nueva La Jolla Addition, City and County of Midland, Texas.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Current Zoning:

PD, Planned Development District for a Housing Development (Ordinance No. 6486)

Surrounding Zoning and Land Use:

The properties to the north are zoned C, Commercial District, and the location of vacant lots. The properties to the east are zoned LI, Light Industrial District, and the location of vacant land. The property to the south is zoned C, Commercial District, and the location of mini storage units and vacant lot. The property to the west is zoned PD, Planned Development District, and the location of mobile homes.

Analysis:

Midland Habitat for Humanity is requesting to amend the site plan to modify the building site for the development of single-family homes. The property is currently vacant and in the process of being replatted. The current site plan allows for the development of mobile homes. The new site plan, attached hereto as Exhibit A, will allow for the development of single-family homes. Exhibit A also shows a modification of the lot area from 10 lots to 11 lots on Block 7 and 8. The proposed lot dimensions are about 43 feet by 107 feet and 42 feet by 106 feet, which is a reduction of the current lot dimensions. No additional changes or modifications of the property are being proposed.

This proposed Planned Development amendment 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 with Conditions)

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.

Our staff has examined the FEMA flood map and it appears that the majority of this property lies entirely within Zone AE, which is a Special Flood Hazard Area subject to inundation by the 1% annual chance flood.

An elevation certificate based off of construction drawings will be required to get a building permit to show compliance to the 1 foot of freeboard above the base flood elevation for residential structures. An elevation certificate based off of finish construction will be required for the Certificate of Occupancy.

Code: (Approved)

No Oil and Gas Issues. Informational: No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat. Please note if oil & gas wells are not identified or left off of plat, this could prevent receiving city permits for structures. Any plugged and abandoned well would need to be identified.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

Planning:

The request does fit with the Tall City Tomorrow Comprehensive Plan, Chapter 3-Land Use Vision. This designation calls for U-M, Urban-Medium. These areas are intended to be a mix of complementary uses, including single-family housing, multi-family housing, civic and institutional uses, as well as commercial and mixed uses. Urban-Medium encourages closer proximity between transportation, housing, and shopping choices.

This request was approved at the April 18, 2022, Planning & Zoning Commission meeting.

Therefore, staff recommends approval of this zone change from PD, Planned Development District for a Housing Development to Amended PD, Planned Development District for a Housing Development subject to conditions A through C.

Conditions:

A. **That the use and development of the property shall conform to the regulations of the SF-3, Single-Family Dwelling District.**

B. **That this property shall significantly conform to the site plan, attached hereto and incorporated herein as Exhibit A.**

C. **That the minimum lot width shall be 42 feet.**

Letters of Objection:

Staff has not received any letters of objection as of May 4, 2022.

Attachments:

Application
Site Plan (Exhibit A)
Floor Plan and Elevations (Exhibit B)
Ordinance 6486
Maps

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 14 THROUGH 21, BLOCK 7, AND LOTS 1 THROUGH 8, BLOCK 8, NUEVA LA JOLLA ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE EAST AND WEST SIDES OF SOUTH BENTON STREET, APPROXIMATELY 217 FEET NORTH 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

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 14 through 21, Block 7, and Lots 1 through 8, Block 8, Nueva La Jolla Addition, City and County of Midland, Texas (the "Property") to an amended PD, Planned Development District for a Housing Development and adopting a site plan therefor, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from PD, Planned Development District for a Housing Development to an amended PD, Planned Development District for a Housing Development.

SECTION TWO. That the base zoning district to which the use and development of the Property shall conform, except as modified by Section Three of this ordinance, is the

SF-3, Single-Family Dwelling District.

SECTION THREE. That a site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes, is hereby adopted, and the use and development of the Property shall be subject to the following conditions and restrictions:

A. That the Property shall significantly conform to the site plan attached hereto as Exhibit "A".

B. That the minimum lot width shall be 42 feet.

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"

PRELIMINARY PLAT

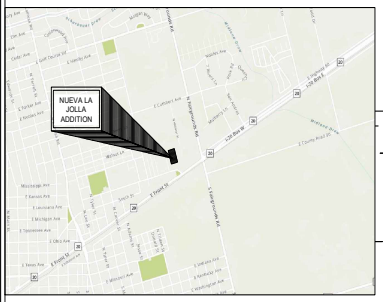
NUEVA LA JOLLA ADDITION, SECTION 5

BEING A REPLAT OF LOTS 14-21, BLOCK 7 AND LOTS 1-8, BLOCK 8,
NUEVA LA JOLLA ADDITION,
CITY AND COUNTY OF MIDLAND, TEXAS

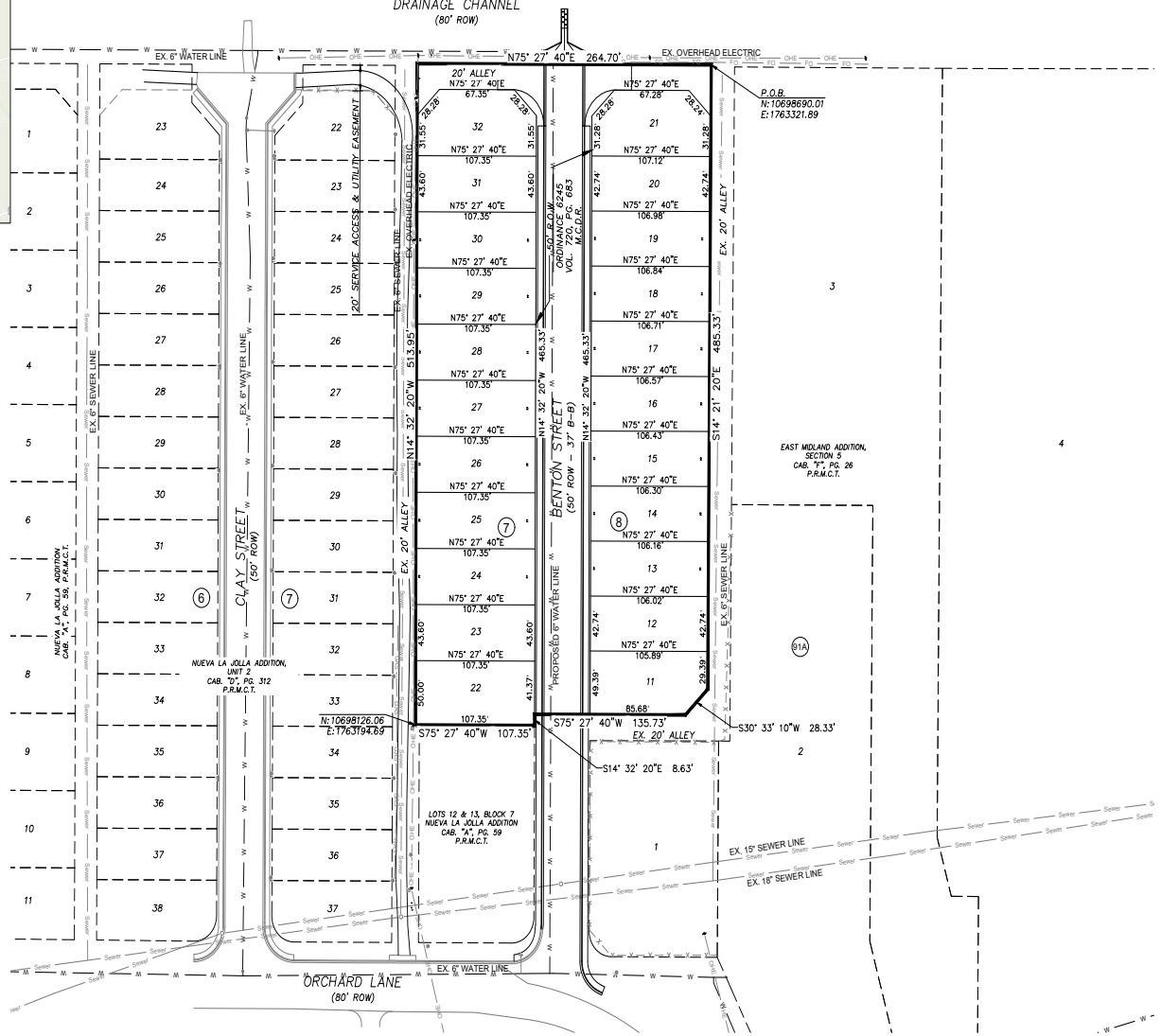
GRAPHIC SCALE

50 0 50 100

(IN FEET)
1 INCH = 50 FT.



LOCATION MAP
N.T.S.



NOTE:
1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

2. APPROVAL OF A SITE PLAN BY THE CITY OF MIDLAND MAY BE REQUIRED BEFORE THE DEVELOPMENT OF ANY LOT AND BEFORE A BUILDING PERMIT MAY BE OBTAINED.

3. BEARINGS/DISTANCES/COORDINATES REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, 1983 NAD, TEXAS CENTRAL ZONE, WITH A COMBINED GRID FACTOR OF 0.999907776 AND A THETA ANGLE OF -00°53'09".

4. THE AREA SHOWN ON THIS PLAT IS PARTIALLY IN FLOOD ZONE X AND PARTIALLY IN FLOOD ZONE AE ACCORDING TO FIRM MAP NUMBER 48329C0093F DATED SEPTEMBER 16, 2005.

5. INITIAL IMPACT FEES WILL BE ASSESSED DURING THE FINAL PLATTING PROCESS. IMPLEMENTATION AND COLLECTION OF IMPACT FEES WILL TAKE PLACE DURING THE BUILDING PERMIT PROCESS. ADDITIONAL IMPACT FEES OR INCREASES IN FEES MAY NOT BE ASSESSED AGAINST THE TRACT UNLESS THE NUMBER OF SERVICE UNITS TO BE DEVELOPED ON THE TRACT INCREASES.

OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS, MIDLAND HABITAT FOR HUMANITY, is the record owner of Lots 14-21, Block 7 and Lots 1-8, Block 8, Nueva La Jolla Addition, an addition to the City of Midland, as per plat recorded in Cabinet "A", Page 59, Plat Records, Midland County, Texas and being more particularly shown hereon.

Now, therefore, know all men by these presents:

That I, JOEY HOPKINS, do hereby adopt this plat designating the hereinabove described property as NUEVA LA JOLLA ADDITION, SECTION 5, an addition to the City of Midland, Texas, and hereby dedicate to the public use forever of the streets and easements shown hereon.

WITNESS my hand at Midland, Texas, this the _____day of _____, 2022

MIDLAND HABITAT FOR HUMANITY
JOEY HOPKINS, EXECUTIVE DIRECTOR

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF MIDLAND

This plat was acknowledged before me on _____, 2022 by JOEY HOPKINS.

Notary Public, State of Texas

OWNER:

MIDLAND HABITAT FOR HUMANITY
P.O. BOX 2555
MIDLAND, TEXAS 79701
(432) 682-9606

UTILITY COMPANY CERTIFICATE:
This plat has been checked for accessibility of utilities.

Signed: _____ Oncor Electric Delivery Company
Signed: _____ Suddenlink
Signed: _____ A. T. & T.
Signed: _____ Grande Communications
Signed: _____ Atmos Energy

CERTIFICATE OF APPROVAL:
For approval by the Commission:

This is to certify that the above and foregoing plat of NUEVA LA JOLLA ADDITION, SECTION 5 was approved by proper action of the Planning and Zoning Commission of the City of Midland, Texas, on this _____ day of _____, 2022.

Signed: _____ Lucy Sisniega, Chairman
Signed: _____ Elizabeth Shaughnessy, Secretary

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS

NO._____CABINET_____
DATE_____PAGE_____

SURVEYOR'S CERTIFICATE:
KNOW ALL MEN BY THESE PRESENTS: THAT I, _____, HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT ALL CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MIDLAND, TEXAS.
DATED: _____, 20__
REGISTERED PROFESSIONAL SURVEYOR

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR
ANY PURPOSE AND SHALL NOT BE USED OR VIEWED
OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

PACKET 20.9 May 24, 2022

KELLY SURVEYING CO.
2532 BAINBRIDGE DR.
ODESSA,TX. 79762
(432) 349-5894
TBPLS FIRM#10194393

NUEVA LA JOLLA ADDITION, SECTION 5
SCALE: 1" = 50' | DRAWN BY: CBD
DATE: MARCH 2022 | FILE NAME:
NEWTON ENGINEERING, PC.
PRELIMINARY PLAT | PROJECT NUMBER 22-MID1191

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: 2-22-0290

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Chase Dunnam		Phone ( ) Email	
Address: 4501A Santa Rosa Dr	City: Midland	State: TX	Zip: 79707

Property Owner Printed Name: Midland Habitat For Humanity		Phone ( ) Email	
Address: P.O. Box 2555	City: Midland	State: TX	Zip: 79701

Representative *(if different from Applicant or Property Owner)* Firm: Newton Engineering, PC Printed Name: Chase Dunnam		Phone (432) 559-5128 Email chase@newtoncivil.com	
Address: 4501A Santa Rosa Dr	City: Midland	State: TX	Zip: 79707

Street Address: None Assigned

Legal Description
Lot: Block: Subdivision: Lots 14-21, Block 7 & Lots 1-8, Block 8, Nueva La Jolla Addition

Current Zoning: PD	**Proposed Zone:** PD *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: To conform to the development of the site

Present Use of Property: Undeveloped pasture

Proposed Use of Property: Single family homes

How would this zone change affect the public health, safety and welfare? No negative impact to the public.

Describe how conditions affecting the property have changed since present zoning designation: The property is now planned to develop as single family homes rather than manufactured homes.

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
MAR 22 2022
By: Rodriguez

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date:
Applicant (printed): Joey Hopkins	
Property Owner (signature):	Date: 3/22/22
Property Owner (printed) : Joey Hopkins, E.D. of Midland Habitat	

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 appeared Chase Dunnam who, being by me duly sworn, upon oath says: That (s)he is the owner of Habitat for Humanity or authorized by Joey Hopkins, 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 22nd day of March, 2022, to certify which witness my hand and seal of office.

DALIA SALINAS
My Notary ID # 128541568
Expires March 9, 2023

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

- ☒ Property Owner Authorization
- ☒ Application Fee
- Check # Card
- ☒ Dimensioned Site Plan
- ☒ Plans in Digital Format (PDF/JPEG)

Received By: Paul Rodriguez Date: 3/22/22

RECEIVED
MAR 22 2022
BY: Paul Rodriguez

* Application will not be considered for scheduling until reviewed by a planner.

2/15/2022 6:08:55 PM
C:\Users\CAD52\Documents\3 BEDROOM_R_tgpeiVGA.rvt

VANDERGRIFF GROUP
ARCHITECTS • PC
312 N. BIG SPRING SUITE 100 (432)687-0781 MIDLAND, TEXAS
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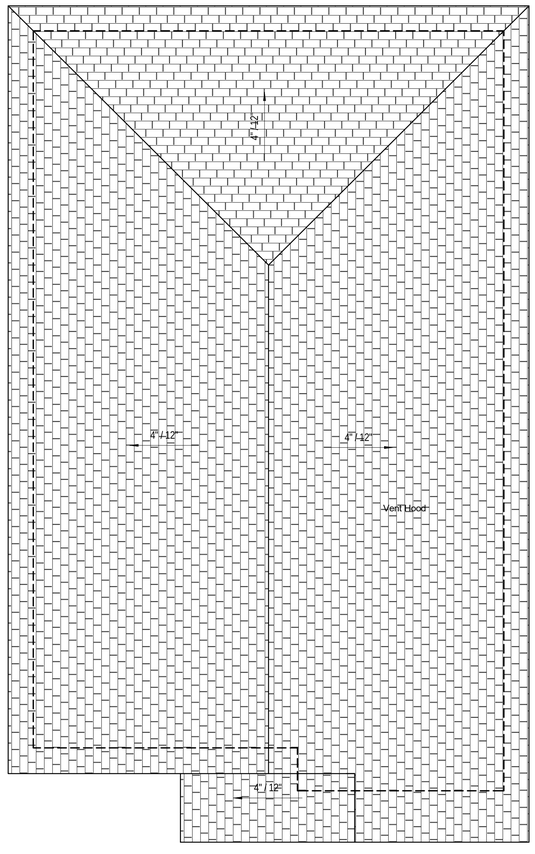
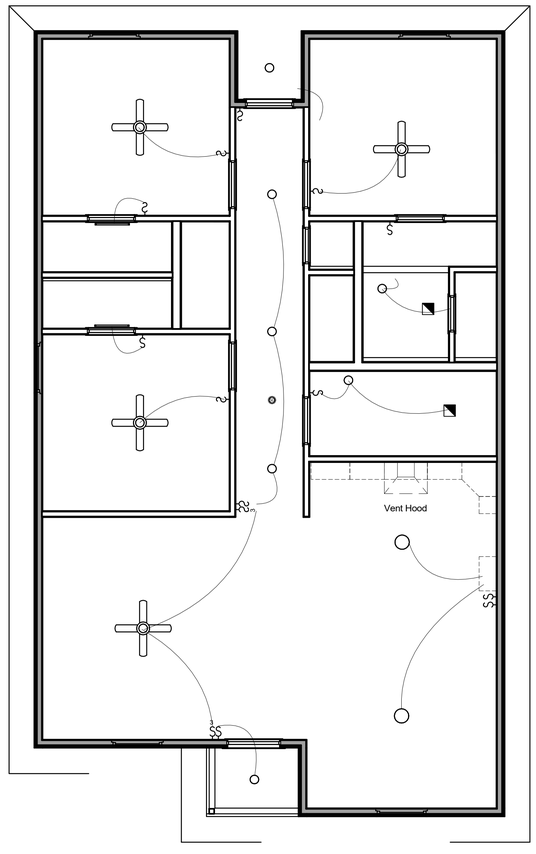
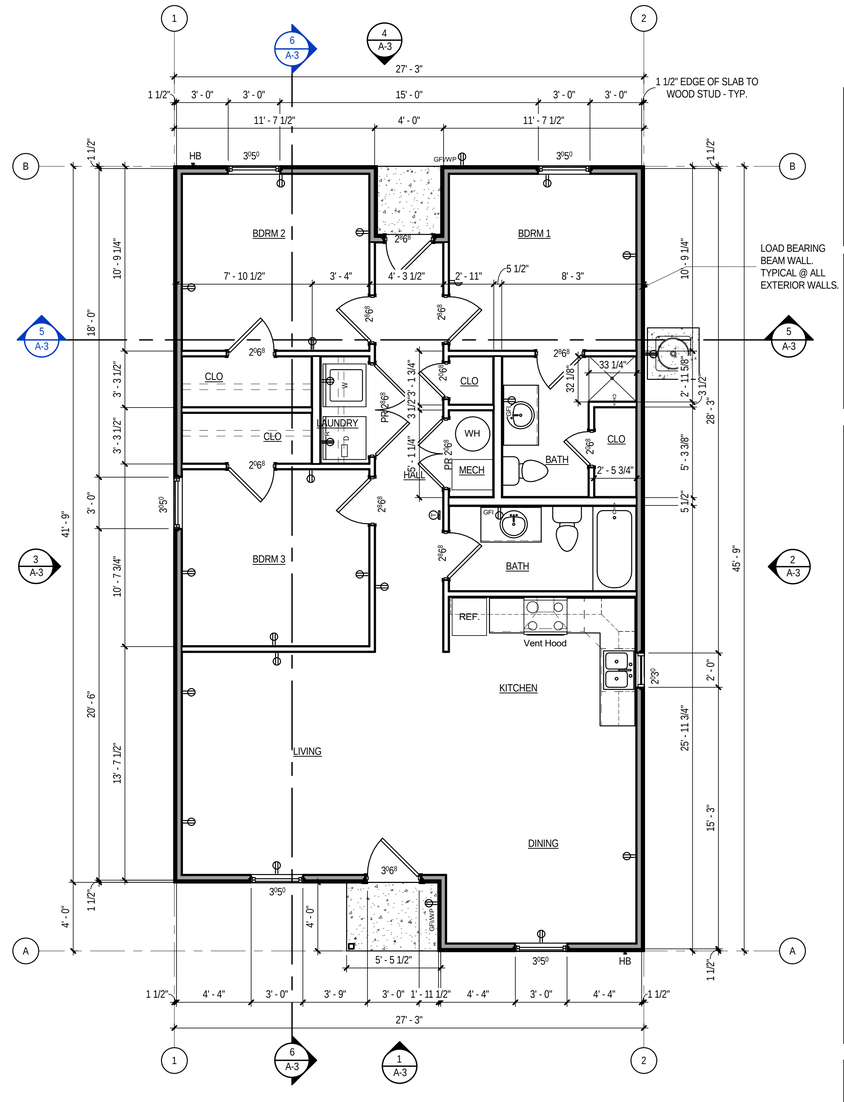
REVISION
NO. DATE: DESCRIPTION:



C A-2 ROOF PLAN
1/4" = 1'-0"



B A-2 CEILING PLAN
1/4" = 1'-0"



A A-2 FLOOR PLAN
1/4" = 1'-0"

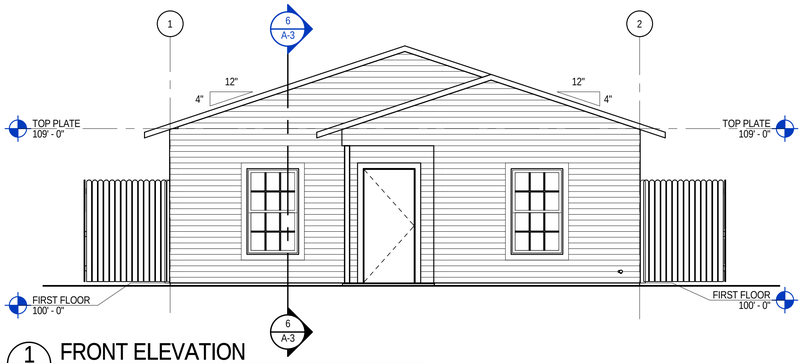
ISSUED

DATE	DESCRIPTION

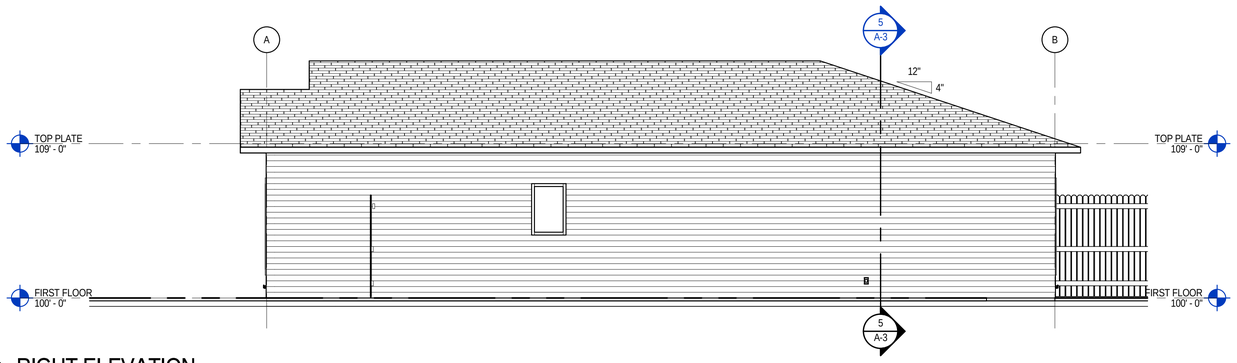
Project: 05020
ODESSA, TEXAS 79761
FLOOR PLAN
HABITAT FOR HUMANITY
SINGLE FAMILY RESIDENCE
DATE: 05/17/21
2/16/2022 6:08:56 PM

SHEET:
A-2

2/16/2022 6:09:05 PM
C:\Users\CAD52\Documents\3 BEDROOM_R_ltgaevGA.rvt



1 FRONT ELEVATION
A-3 — 1/4" = 1'-0"



2 RIGHT ELEVATION
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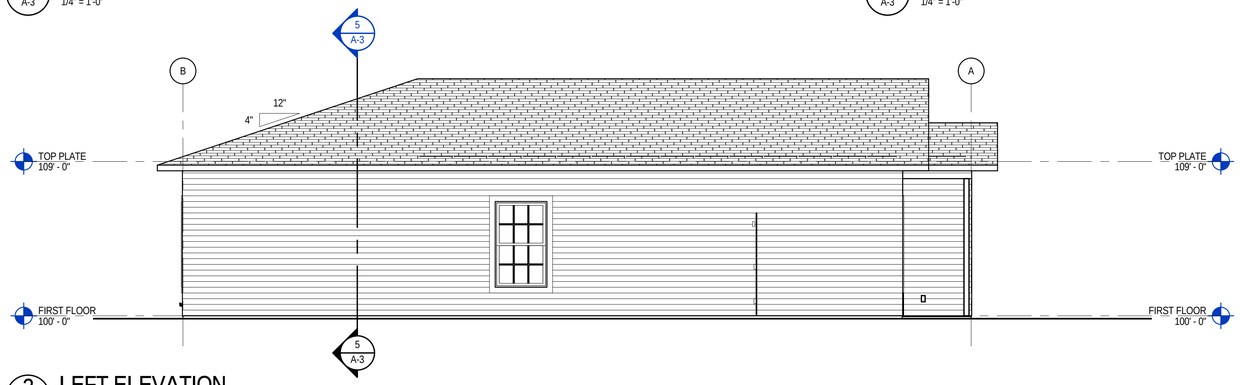
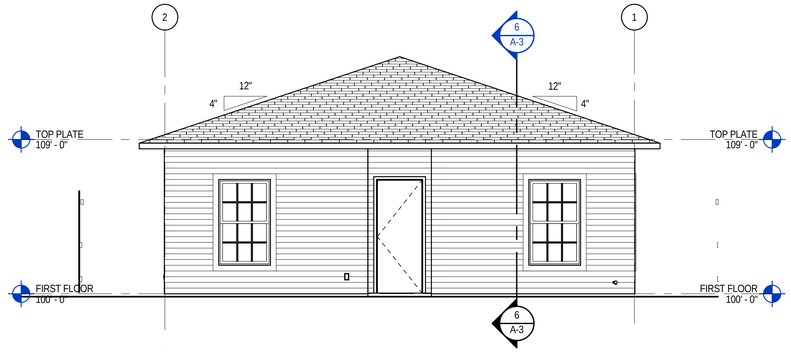
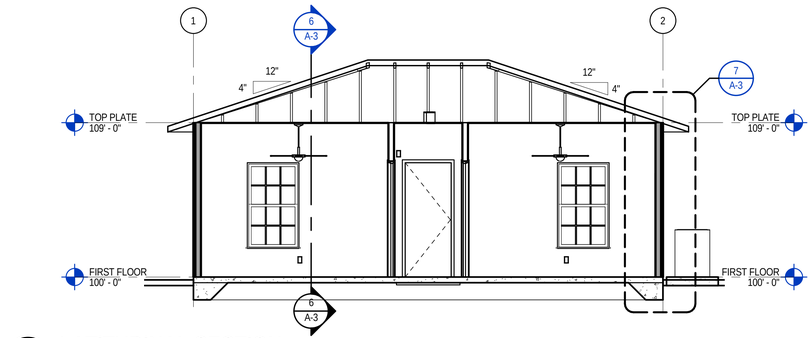


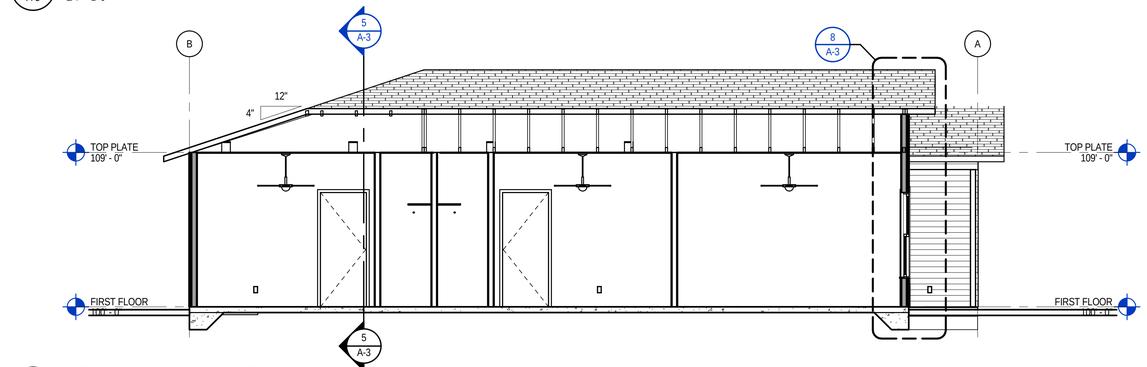
3 LEFT ELEVATION
A-3 — 1/4" = 1'-0"



4 BACK ELEVATION
A-3 — 1/4" = 1'-0"



5 LATITUDINAL SECTION
A-3 — 1/4" = 1'-0"



6 LONGITUDINAL SECTION
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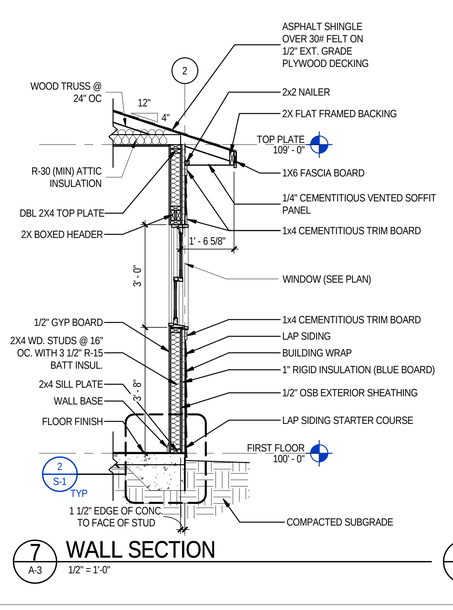
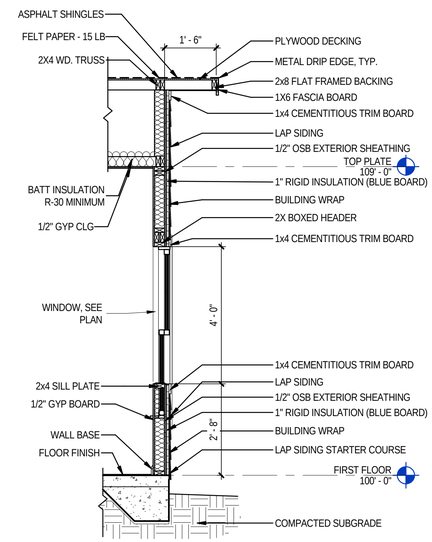


7 WALL SECTION
A-3 — 1/2" = 1'-0"



8 WALL SECTION 2
A-3 — 1/2" = 1'-0"

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REVISION
NO. DATE: DESCRIPTION:

ISSUED
DATE DESCRIPTION

ELEVATIONS, SECTIONS AND DETAILS
Project: 05020
HABITAT FOR HUMANITY
SINGLE FAMILY RESIDENCE
ODESSA, TEXAS 79761
DATE: 06/17/21
2/16/2022 6:09:05 PM

SHEET:
A-3

2/16/2022 6:09:11 PM
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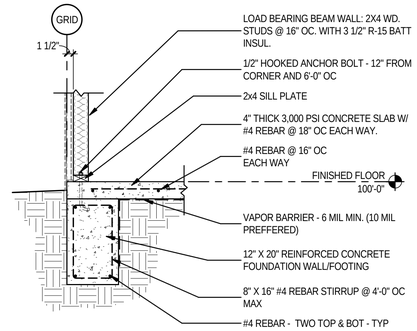

2 S-1 FOUNDATION DETAIL

3/4" = 1'-0"

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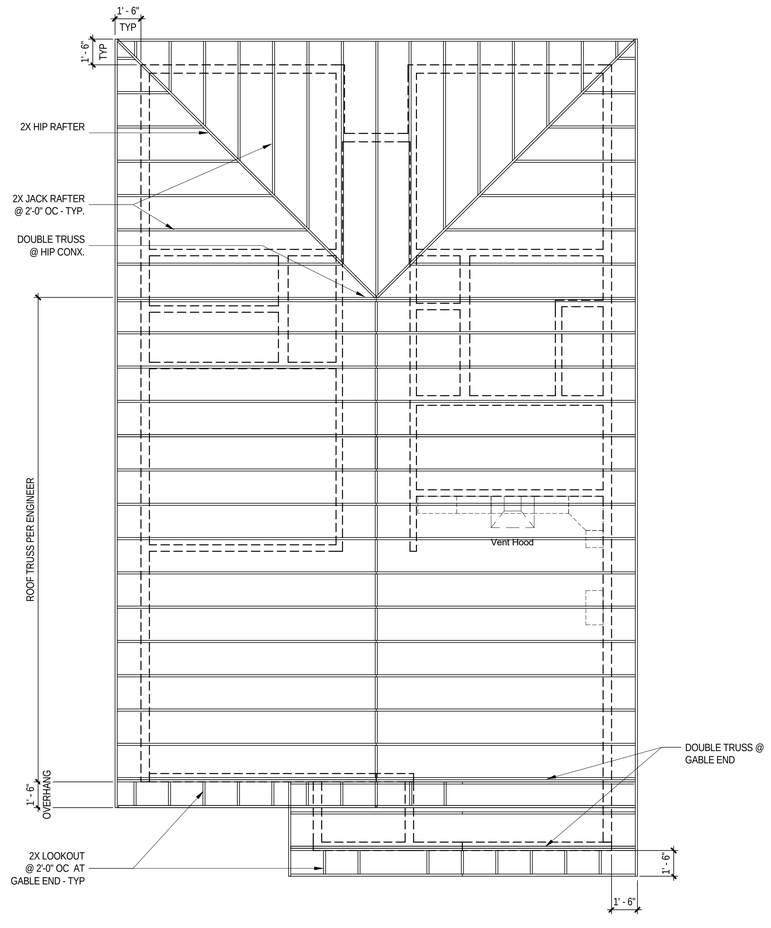
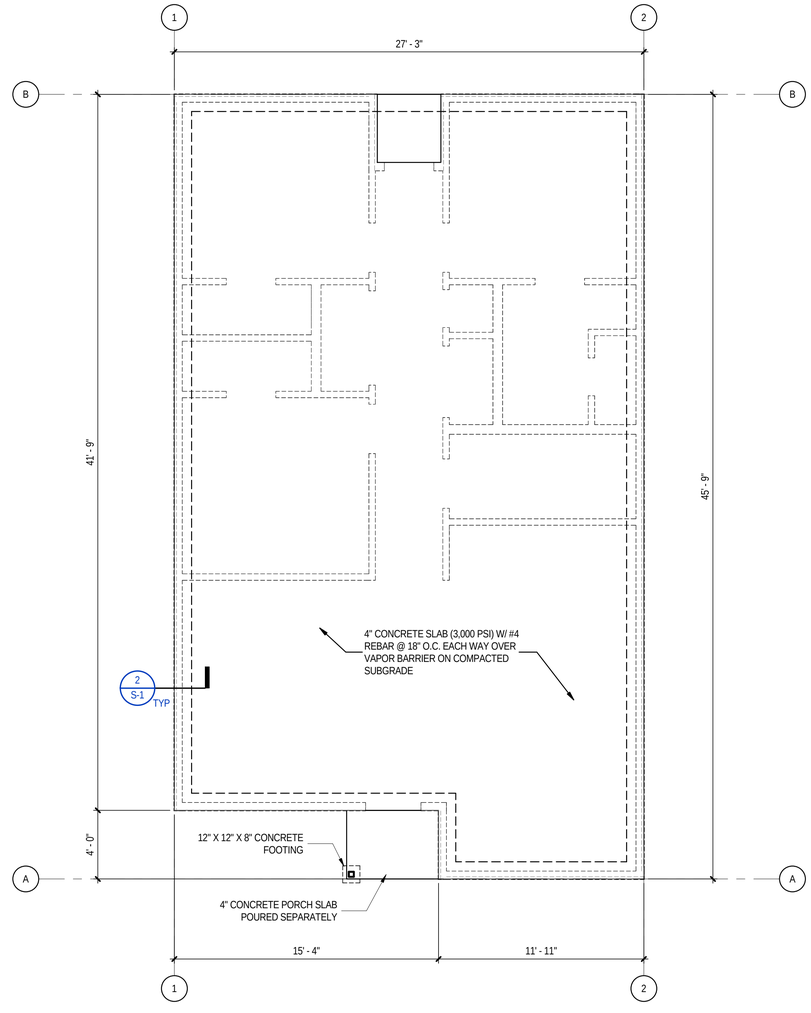
REVISION

NO.	DATE:	DESCRIPTION:



3 S-1 FRAMING PLAN

1/4" = 1'-0"



1 S-1 FOUNDATION PLAN

1/4" = 1'-0"

ISSUED	
DATE	DESCRIPTION
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Project: 05020

FOUNDATION AND FRAMING PLANS

HABITAT FOR HUMANITY

SINGLE FAMILY RESIDENCE

ODESSA, TEXAS 79761

DATE: 05/17/21

2/16/2022 6:09:11 PM

SHEET:

S-1

pr

3

ORDINANCE NO. 6486

AN ORDINANCE AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING THE PROPERTY DESCRIBED IN SECTION ONE HEREOF, WHICH IS PRESENTLY ZONED "MH", MOBILE HOME DWELLING DISTRICT, TO BE USED AS A "PLANNED DISTRICT" FOR A HOUSING DEVELOPMENT; PROVIDING FOR SUCH USE TO BE SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS AS SET OUT HEREIN; PROVIDING THAT THE PROPERTY SHALL BE IMPROVED ACCORDING TO THE SITE PLANS, ORDINANCES AND OTHER SPECIFICATIONS SET OUT AND REFERRED TO HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF ONE THOUSAND DOLLARS ($1,000.00); 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 the "Planned District" 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 One, 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 "MH", Mobile Home Dwelling District, and it shall be used as a "Planned District" for a Housing Development, subject to the special conditions and restrictions hereinafter set out.

Said property is described as follows:

Lots 12-22, Block 6; Lots 1-11 and 14-21, Block 7; Lots 1-8, Block 8; Nueva LaJolla Addition to the City of Midland, Midland County, Texas.

SECTION TWO. That said property shall be subject to the following conditions and restrictions:

1. That the use and development of the property shall conform to all regulations of an "MH", Mobile Home Dwelling District, except as indicated otherwise on the site plans attached hereto, marked Exhibit "A" and Exhibit "B" and made a part hereof for all legal purposes. Exhibit "A" identifies the existing lot development for those lots located on the west side of Clay Street. Exhibit "B" identifies the typical lot development for the balance of the area, those lots located on the east side of Clay Street and both sides of Benton Street.

2. That a two foot (2') side yard setback for optional detached accessory buildings as shown on Exhibit "A" may be observed on the lots developed on the west side of Clay Street only. All other locations shall observe a minimum three foot (3') side yard setback for detached accessory structures, if installed.

3. That metal carports and storage buildings indicated on Exhibits "A" and "B" are optional, but if installed, they shall be located as indicated on said Exhibits "A" and "B".

4. That individual lots may be sold or leased following approval by the Planning and Zoning Commission of a final subdivision replat of this tract, consistent with the approved exhibits, including a requirement for curb, gutters and paving of Clay and Benton Streets, between Mulberry and Orchard Lanes.

SECTION THREE. That 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 one thousand dollars ($1,000.00).

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 law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 13th day of November, A.D., 1984; and passed to second reading on motion of Councilman Godfrey, seconded by Councilman Hatfield, by the following vote:

Councilmen voting "AYE": Godfrey, Hatfield, Akins, and Marcum

Councilmen voting "NAY": Davidson and Hotchkiss

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Councilman Davidson, seconded by Councilman Marcum, on the 27th day of November, A.D., 1984, at a regular meeting of the City Council:

Councilmen voting "AYE": Davidson, Marcum, Godfrey, Hatfield and Hotchkiss

Councilmen voting "NAY": None

PASSED AND APPROVED THIS 27th day of November, A.D., 1984.

G. Thane Akins, Mayor

ATTEST:

B. C. Clanton, City Secretary

APPROVED AS TO FORM:

J. M. Nuessle, City Attorney

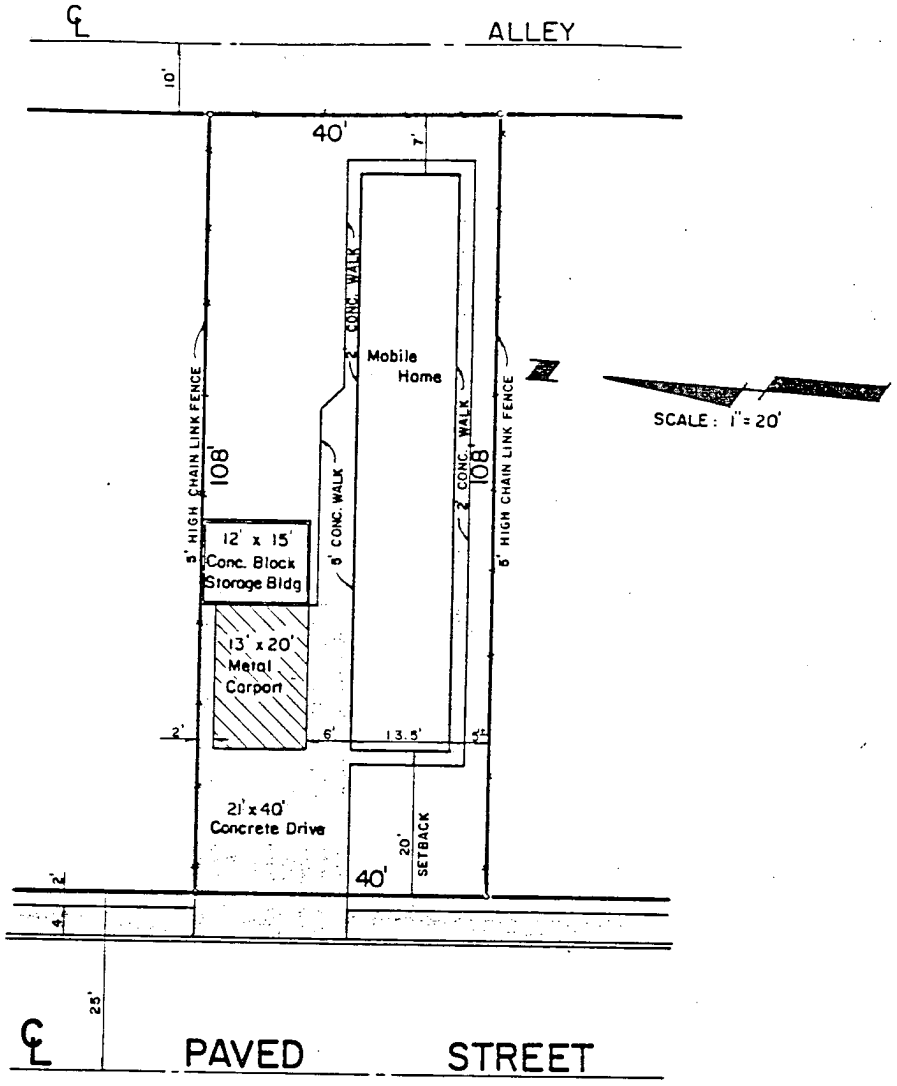


EXHIBIT A

EXISTING LOT ARRANGEMENT

FOR
NUEVA LA JOLLA ADDITION,
UNIT 2
MIDLAND, TEXAS

Prepared By
S. W. HOWELL ENGINEERING, INC.
Consulting Engineers, Surveyors & Land Planners
ODESSA, TEXAS

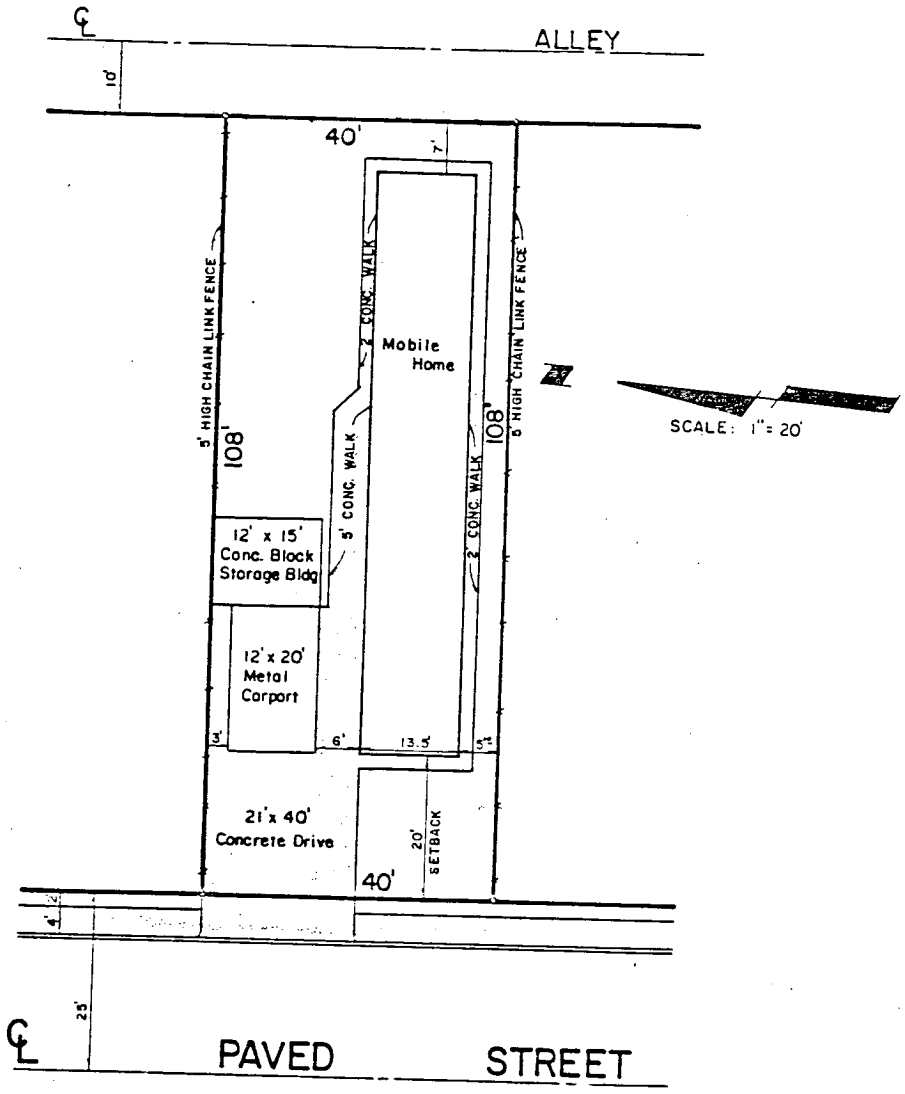
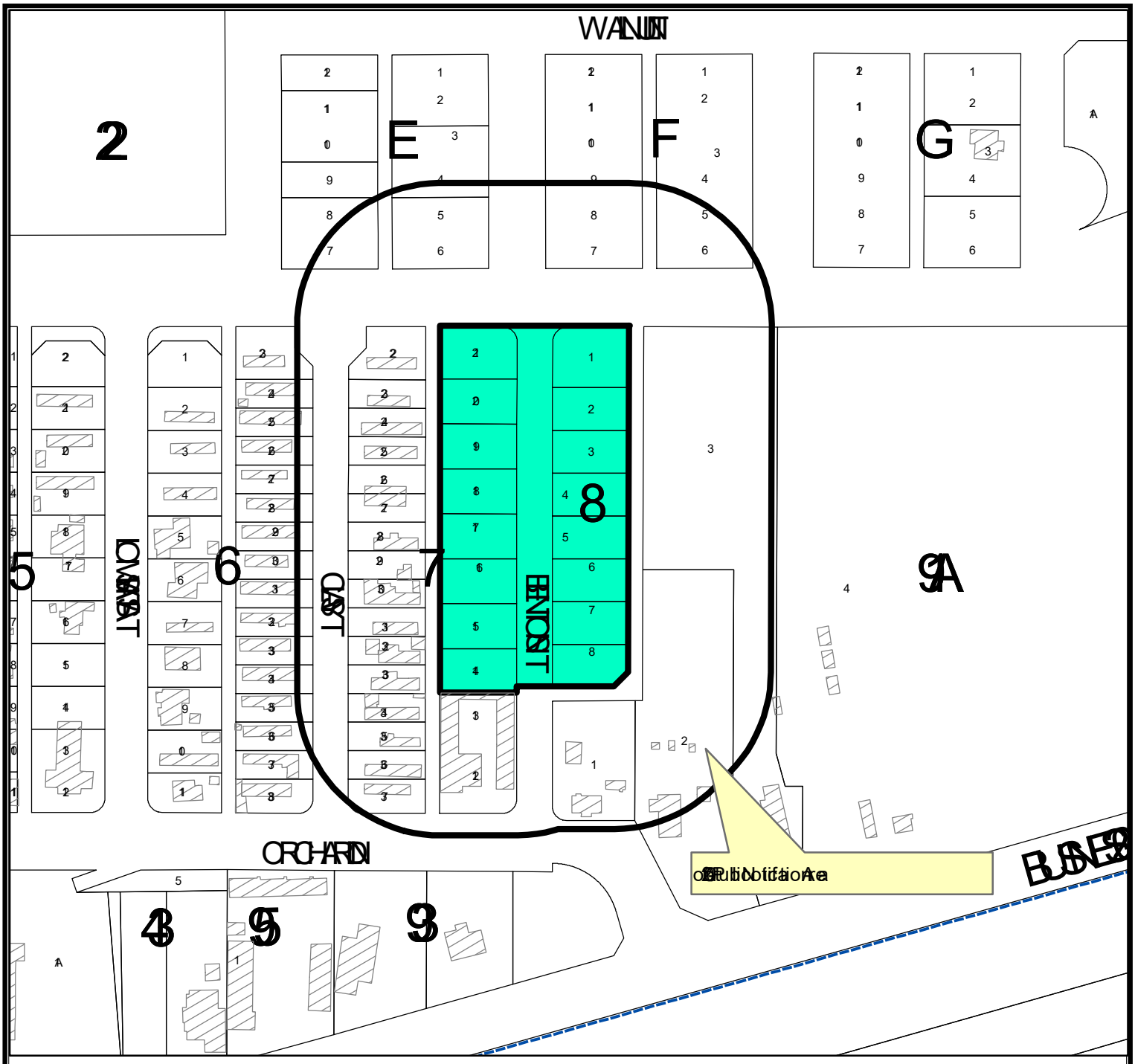


EXHIBIT B

TYPICAL LOT ARRANGEMENT

FOR
NUEVA LA JOLLA ADDITION,
UNIT 2
MIDLAND, TEXAS

Prepared By
S.W. HOWELL ENGINEERING, INC.
Consulting Engineers, Surveyors & Land Planners
ODESSA, TEXAS



LOCATION MAP

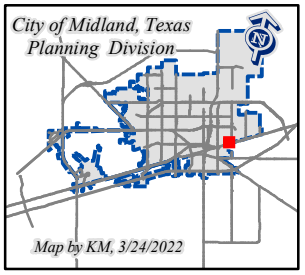
Z-22-0290 **Scale: 1" = 200'**

Consider a request by Midland Habitat for Humanity for a zone change on Lots 14-21, Block 7 and Lots 1-8, Block 8, Nueva La Jolla Addition, City and County of Midland, Texas.

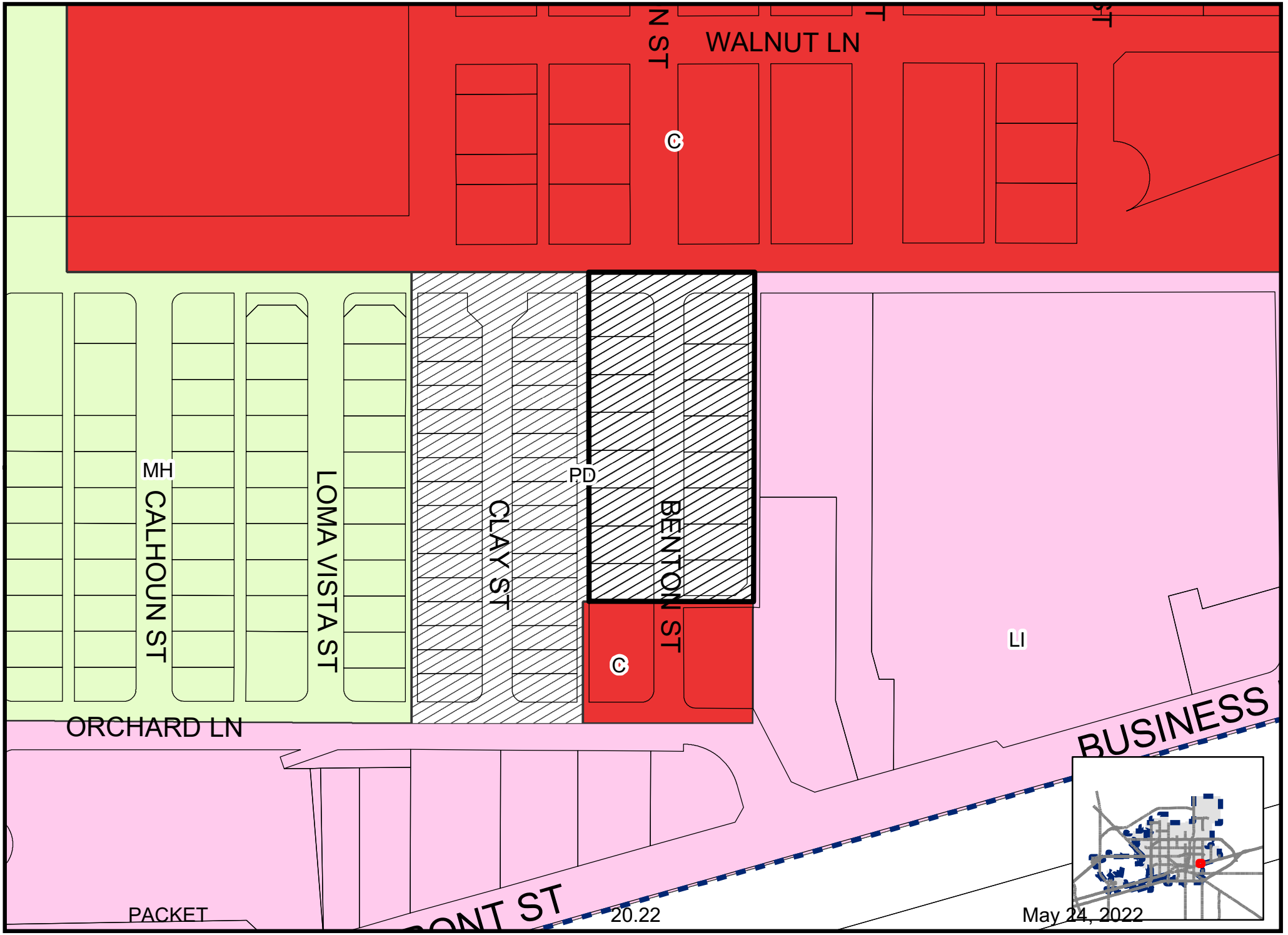
Generally located on the east and west side of Benton Street, approximately 217-feet north of Orchard Lane. (Council District 2)

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 KM, 1//31/2022

Z-22-0290

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

City Council Meeting

Item Number: 21

Meeting Date: May 10, 2022, May 24, 2022

To: City Council / City Manager

From: Paul Rodriguez, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 4,800-SQUARE FOOT PORTION OF LOT 1-J, BLOCK 5, COLONY PLACE, SECTION 5, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WADLEY AVENUE, APPROXIMATELY 254 FEET EAST OF 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 RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Debra Holt, is requesting a Specific Use Designation with term for the sale of alcoholic beverages for on-premises consumption in a restaurant at 2101 W Wadley Avenue, Suite 12, Midland, Texas 79701.

Recommended City Council Action:

Approve

Fiscal Impact:

This request does not require any City funds.

Current Zoning:

RR, Regional Retail District.

Surrounding Zoning and Land Use:

The properties to the north, east, and west are all zoned RR, Regional Retail District, and the locations of restaurants, retail stores, a gas station, and a Community National Bank. The properties to the south are zoned O-1, Office District, and SF-1, Single-Family Dwelling District and are the locations of offices and single-family housing.

Analysis:

The applicant 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.

Spitz Mediterranean is not currently in operation and does not have a specific use designation for the sale of all alcoholic beverages. The floor plan attached hereto a “Exhibit A” illustrates that the establishment has a total square footage of 4,800 square feet, with an alcohol serviceable area of 2,452 square feet. This site will have adequate parking and restroom facilities.

The proposed days and hours of operation are:

Monday through Thursday from 8:00 a.m. to 9:00 p.m.
Friday through Saturday from 8:00am to 9:00 p.m.
Sunday: Closed

The proposed days and hours of alcohol service are:

Monday through Saturday from 8:00am 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.

Fire: (Approved)

No objections.

GIS: (Approved)

No objections.

Engineering: (Approved)

No objections.

Transportation: (Approved)

No objection.

Building Code: (Approved)

The SUD for Spitz Mediterranean is acceptable. The property must adhere to the maximum occupant load of 163 for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning:

The request 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) Spitz Mediterranean is an establishment that will provide Midland residents with a unique social gathering experience.

This request was recommended for approved at the April 18, 2022, Planning and Zoning Commission meeting.

Staff recommends approval of this 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 2,452 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 8:00 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 May 4, 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

MIDLAND Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: SUD-22-0129

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: DEBRA HOLT		Phone (432)661 2972 Email debraholt03@gmail.com	
Address 2101 W WADLEY STE. 12	City MIDLAND	State TX	Zip 79705

Property Owner Printed Name: PLAZA OAKS BPRE INVESTORS LLC		Phone (310)993 2381 Email arizonaretailshaun@gmail.com	
Address 1539 SAWTELLE BLVD. STE. #9	City LOS ANGELES	State CA	Zip 90025

Representative *(if different from Applicant or Property Owner)* Firm: - Printed Name: DEBRA HOLT		Phone ( ) Email debraholt03@gmail.com	
Address 2101 W WADLEY STE 12	City MIDLAND	State TX	Zip 79705

Street Address: 2101 W. WADLEY AVE #12

Business Name: SPITZ MEDITERRANEAN

Legal Description
Lot: IC-J Block: 005 Subdivision: COLONY PLACE

Current Zoning: RR, REGIONAL RETAIL DISTRICT

Reason for Request: LIQUOR LICENSE

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: RESTAURANT W/A BAR

Proposed/Current Days and Hours of Operation: MONDAY - THURSDAY 11:00 AM TO 9:00 PM
FRIDAY AND SATURDAY 11:00 AM TO 9:00 PM SUNDAY CLOSED

Proposed Days and Hours of Alcohol Service: MONDAY - THURSDAY 11:00 AM TO 9:00 PM
FRIDAY AND SATURDAY 11:00 AM TO 10:00 PM SUNDAY CLOSED

Total Square Footage of Business: 4800 SF

Square Footage of Alcohol Serviceable Area: 2452 SF

Restroom Fixtures:			
Men	**Toilets/Urinals:** 1 / 1	**Bathroom Sinks:** 2
Women	**Toilets:** 2	**Bathroom Sinks:** 2

RECEIVED
MAR 16 2022
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): Debra Holt	Date: 03/15/2022
Applicant (printed): Debra Holt	
Property Owner (signature):	Date: 03/15/2022
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 Debra Holt who, being by me duly sworn, upon oath says: That (s)he is authorized by Shaun Krasowski, 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.

Debra Holt
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 16th day of March, 2022, 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

RECEIVED
MAR 16 2022
BY:

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 # 1004	☐ Plans in Digital Format (PDF/JPEG)
Received By: Paul Rodriguez	Date: 3/16/22

RECEIVED
MAR 16 2022
BY: .....

Application will not be considered for scheduling until reviewed by a planner.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 4,800-SQUARE FOOT PORTION OF LOT 1-J, BLOCK 5, COLONY PLACE, SECTION 5, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WADLEY AVENUE, APPROXIMATELY 254 FEET EAST OF 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 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 4,800-square foot portion of Lot 1-J, Block 5, Colony Place, 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 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 2,452 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Saturday from 8:00 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

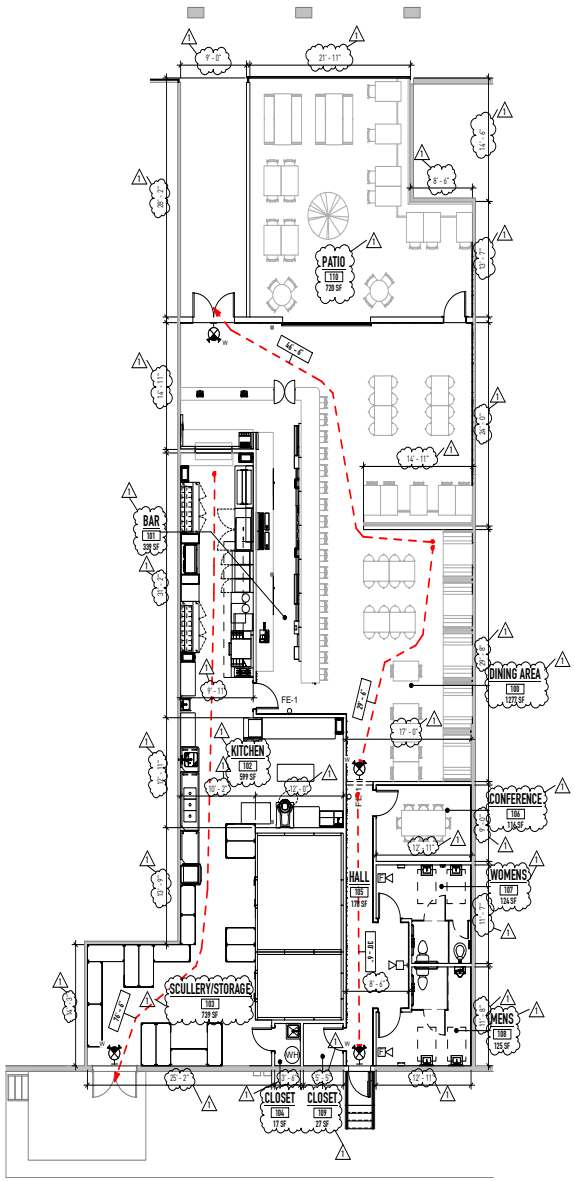
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"



1 LIFE SAFETY PLAN
61.2 SCALE: 1/8" = 1'-0"

CODE SUMMARY ANALYSIS

OCCUPANCY	A-2
ACCESSORY USES	N/A
CONSTRUCTION TYPE	III-A
SPRINKLER SYSTEM	N/A
BUILDING SF	4800 SF
ALLOWABLE SF	N/A
NUMBER OF STORIES	1

EGRESS

REQUIRED EXITS	2
EXITS PROVIDED	3
REQUIRED WIDTH	
ACTUAL WIDTH	
ALLOWABLE TRAVEL DISTANCE (1016.2.2)	75'-0"
COMMON PATH OF TRAVEL (1014.3)	N/A

BAR	- 339 SF
DINING AREA	- 1277 SF
PATIO	- 720 SF
CONFERENCE ROOM	- 116 SF
ALCOHOL-SERVICEABLE AREA	- 2452 SF

OCCUPANCY CALCULATIONS

PER TABLE 1004.5 2018 IBC

DINING AREA 74 SEATS
BAR 340 SF/ 200 - 2 PEOPLE
KITCHEN 600 SF/ 200 - 3 PEOPLE
STORAGE 783 SF/ 300 - 3 PEOPLE
CONFERENCE 117 SF/ 15 - 8 PEOPLE

TOTAL OCCUPANT LOAD 90 PEOPLE

PLUMBING FIXTURE CALCULATIONS

PER TABLE 2902.1 2018 BUILDING CODE

WATER CLOSETS
REQUIRED:
MALE - 1 PER 75
FEMALE - 1 PER 75

PROVIDED:
MALE - 2
FEMALE - 2

LAVORATORIES
REQUIRED:
MALE - 1 PER 200
FEMALE - 1 PER 200

PROVIDED:
MALE: 2
FEMALE: 2

1 SERVICE SINK

LIFE SAFETY PLAN LEGEND

FE-1 — FIRE EXTINGUISHER: PARTIALLY-RECESSED

PATH OF TRAVEL

EXIT SIGN - DUAL LAMP

DIRECTIONAL ARROWS
W = BACK WALL MOUNTED
S = SIDE WALL MOUNTED
C = CEILING MOUNTED

DIRECTIONAL ARROW

GRAPHIC SCALE: 1/4" = 1'-0"
0 4' 8' 12' 16'

BERMAN DESIGN
ARCHITECTURE | INTERIORS | BRANDING

5212 N CLARK / SUITE 3
CHICAGO, IL 60640
+1 773.275.5968
BERMANARCHITECTURE.COM

REVISION SCHEDULE

NO.	REV. / SUBMISSION	DATE	ISSUED BY
1	Revision 1	03/15/22	PR

ISSUE DATE: 3/16/2022 9:42:23 AM

INTERIOR BUILDOUT

SPITZ MIDLAND

2101 W. WADLEY AVE #12
MIDLAND, TX 79705

DRAWN BY:	PR
CHECKED BY:	JB
APPROVED BY:	JB
PROJECT NUMBER:	2136

LIFE SAFETY PLAN

G1.2

3/16/2022 9:42:23 AM \\diskstation\Active Projects\2021\2136_Spitz Midland TX\DRAWING\REVIT\2022-03-16_2136_SPITZ MIDLAND.rvt

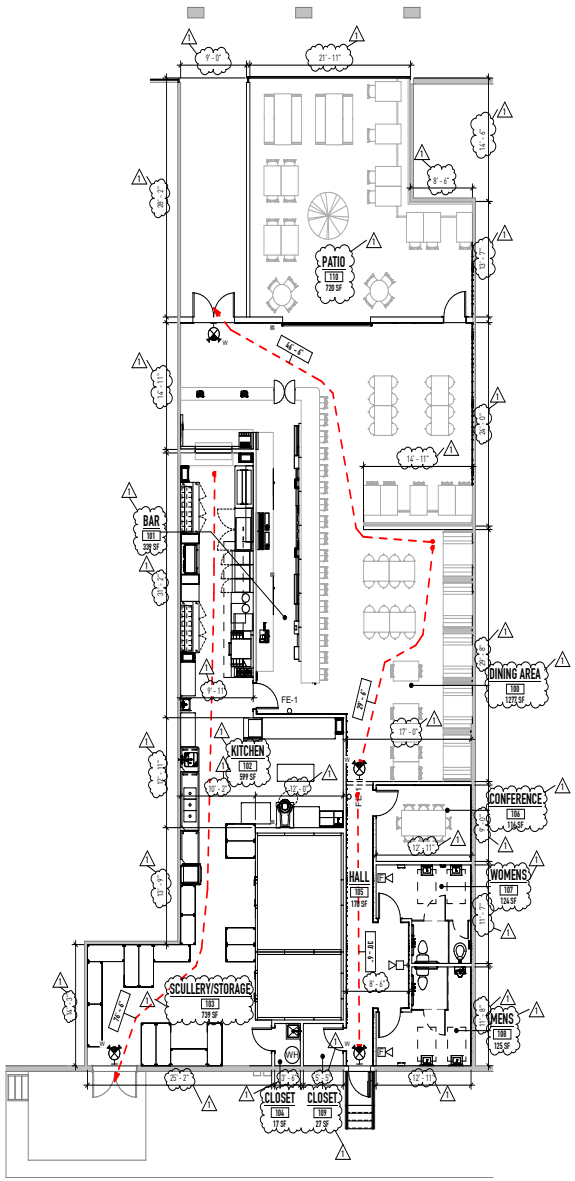
CODE SUMMARY ANALYSIS

OCCUPANCY A-2
ACCESSORY USES ..... N/A
CONSTRUCTION TYPE ..... III-A
SPRINKLER SYSTEM ..... N/A
BUILDING SF ..... 4800 SF
ALLOWABLE SF ..... N/A
NUMBER OF STORIES 1

EGRESS

REQUIRED EXITS 2
EXITS PROVIDED 3
REQUIRED WIDTH .....
ACTUAL WIDTH .....
ALLOWABLE TRAVEL DISTANCE (1016.2.2) ..... 75'-0"
COMMON PATH OF TRAVEL (1014.3) ..... N/A

BAR	- 339 SF
DINING AREA	- 1277 SF
PATIO	- 720 SF
CONFERENCE ROOM	- 116 SF
ALCOHOL-SERVICEABLE AREA	- 2452 SF



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61.2 SCALE: 1/8" = 1'-0"

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CONFERENCE 117 SF/ 15 - 8 PEOPLE

TOTAL OCCUPANT LOAD 90 PEOPLE

PLUMBING FIXTURE CALCULATIONS

PER TABLE 2902.1 2018 BUILDING CODE

WATER CLOSETS
REQUIRED:
MALE - 1 PER 75
FEMALE - 1 PER 75

PROVIDED:
MALE - 2
FEMALE - 2

LAVORATORIES
REQUIRED:
MALE - 1 PER 200
FEMALE - 1 PER 200

PROVIDED:
MALE: 2
FEMALE: 2

1 SERVICE SINK

LIFE SAFETY PLAN LEGEND

FE-1 FIRE EXTINGUISHER: PARTIALLY-RECESSED
PATH OF TRAVEL
EXIT SIGN - DUAL LAMP
DIRECTIONAL ARROWS
W = BACK WALL MOUNTED
S = SIDE WALL MOUNTED
C = CEILING MOUNTED
DIRECTIONAL ARROW

GRAPHIC SCALE: 1/4" = 1'-0"
0 4' 8' 12' 16'

BERMAN DESIGN
ARCHITECTURE | INTERIORS | BRANDING

5212 N CLARK / SUITE 3
CHICAGO, IL 60640
+1 773.275.5968
BERMANARCHITECTURE.COM

REVISION SCHEDULE

NO.	REV. / SUBMISSION	DATE	ISSUED BY
1	Revision 1	03/15/22	PR

ISSUE DATE: 3/16/2022 9:42:23 AM

INTERIOR BUILDOUT

SPITZ MIDLAND

2101 W. WADLEY AVE #12
MIDLAND, TX 79705

DRAWN BY: PR
CHECKED BY: JB
APPROVED BY: JB
PROJECT NUMBER: 2136

LIFE SAFETY PLAN

G1.2

3/16/2022 9:42:23 AM \\diskstation\Active Projects\2021\2136_Spitz Midland TX\DRAWING\REVIT\2022-03-16_2136_SPITZ MIDLAND.rvt

SPITZ MIDLAND

INTERIOR BUILDOUT

2101 W. WADLEY AVE #12
MIDLAND, TX 79705

BERMAN DESIGN
ARCHITECTURE | INTERIORS | BRANDING

5212 N CLARK / SUITE 3
CHICAGO, IL 60640
+1 773.275.5968
BERMANARCHITECTURE.COM

BUILDING AND ZONING INFORMATION

COUNCIL DISTRICT - 7
ZONING DISTRICT - RR (REGIONAL RETAIL DISTRICT
USE GROUP- A-2
CONSTRUCTION TYPE - TYPE IB-A
TENANT SQUARE FOOTAGE- 4800 SF
AREA OF PROJECT - 79,150 SF
BUILDING HEIGHT/NUMBER OF FLOORS - 15-2"/1

GENERAL NOTES

1. SCOPE OF WORK INCLUDES ALL GENERAL AND ELECTRICAL CONSTRUCTION FOR THE BUILDING.
2. CONTRACTOR SHALL FURNISH, APPLY, INSTALL, CONNECT, ERECT, USE, CLEAN AND CONDITION MANUFACTURED ARTICLES, MATERIALS, & EQUIPMENT AS DIRECTED BY THE MANUFACTURER UNLESS INDICATED OTHERWISE.
3. CONTRACTOR TO CLEAN CONSTRUCTION AT COMPLETION OF PROJECT.
4. ALL WORK TO BE EXECUTED IN ACCORDANCE WITH ALL APPLICABLE CODES.
5. ALL SECTIONS, DETAILS, AND NOTES ARE INTENDED TO BE TYPICAL AND SHALL APPLY TO SIMILAR SITUATIONS.
6. ALL DIMENSIONS AND SIZES OF EXISTING/CONSTRUCTION INDICATED ON DRAWINGS SHALL BE CONSIDERED APPROXIMATE AND SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR. EXISTING DIMENSIONS SHALL BE DOCUMENTED IN WRITING AND PROVIDED TO THE ARCHITECT FOR RECORD.
7. CONTRADICTIONS BETWEEN ACTUAL FIELD CONDITIONS AND CONDITIONS SHOWN SHALL BE REPORTED TO THE ARCHITECT AND IF NECESSARY FURTHER DETAILS WILL BE PROVIDED.
8. IF THE CONTRACTOR ENCOUNTERS PROBLEMS IN PERFORMANCE OF THE WORK INDICATED, HE SHALL BRING SUCH PROBLEMS TO THE ATTENTION OF ARCHITECT FOR THE PROPER ACTION BEFORE WORK CONTINUES. THE CONTRACTOR SHALL NOTIFY THE A/E OF ANY ITEMS NOT SHOWN OR INDICATED IN THE CONSTRUCTION DOCUMENTS THAT, IN HIS OPINION, REQUIRE REPAIR OR MODIFICATION.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL SHORING, BRACING AND FALSEWORK REQUIRED FOR THE RENOVATION AND CONSTRUCTION WORK. THE CONTRACTOR SHALL SUBMIT FOR ARCHITECT'S REVIEW A LAYOUT OF SHORING INDICATING PLACEMENT AND LOAD CAPACITIES OF SHORING ELEMENTS.
10. DURING CONSTRUCTION ALL MATERIALS SHALL BE CAREFULLY HANDLED TO PROTECT ALL EXISTING FACILITIES.
11. DO NOT CUT, CORE, OR HAMMER THRU OR INTO ANY EXISTING FRAMING UNLESS SPECIFICALLY NOTED ON THE STRUCTURAL DRAWINGS OR NOTED IN WRITING FROM THE ARCHITECT/ENGINEER.
12. VERIFY LOCATION OF ALL OPENINGS, EMBEDDED ITEMS & CONCRETE CONFIGURATIONS WITH DRAWINGS AND SPECIFICATIONS FROM ALL OTHER DISCIPLINES. LOCATE AND SHOW ALL THESE ITEMS ON APPROVED SHOP DRAWINGS.
13. IT IS NOT TO BE IMPLIED IN ANY WAY WHATSOEVER THAT THE ENGINEER OR ARCHITECT IS RESPONSIBLE FOR THE METHODS AND MEANS OF ANY ASPECT OF THIS PROJECT.
14. EXISTING PIPES, ELECTRICAL BOXES, DUCTWORK, FAN UNITS, GARAGE DOOR TRACKS AND MOTORS, HANDRAIL ETC. TO BE RELOCATED AND MODIFIED AS NECESSARY TO ACCOMMODATE COLUMN, BEAM OR SLAB MODIFICATIONS/ADDITIONS.
15. THE CONTRACTOR AND SUBCONTRACTOR ASSUME FULL LIABILITY FOR THE STRUCTURAL INTEGRITY OF THE INDICATED STRUCTURAL ROOF AND/OR FLOOR SYSTEMS WHEN SHOP DRAWINGS ARE NOT SUBMITTED OR FOLLOWED.
16. DO NOT SCALE THESE DRAWINGS. USE DIMENSIONS.
17. THE STRUCTURE IS DESIGNED TO FUNCTION AS A UNIT UPON COMPLETION. THE CONTRACTOR IS RESPONSIBLE FOR ALL TEMPORARY BRACING THAT MAY BE REQUIRED AS THE RESULT OF THE CONTRACTOR'S MEANS AND METHODS AND/OR SEQUENCES.
18. THE CONTRACTOR'S CONSTRUCTION AND/OR ERECTION SEQUENCES SHALL RECOGNIZE AND CONSIDER THE EFFECTS OF THERMAL MOVEMENTS OF STRUCTURAL ELEMENTS DURING THE CONSTRUCTION PERIOD.
19. THE CONTRACTOR IS RESPONSIBLE FOR LIMITING THE AMOUNT OF CONSTRUCTION LOADS IMPOSED ON THE STRUCTURAL FRAMING. CONSTRUCTION LOADS SHOULD NOT EXCEED THE DESIGN CAPACITY OF THE FRAMING AT THE TIME THE CONSTRUCTION LOADS ARE IMPOSED.
20. THE EXTENT OF THE RENOVATION WORK MAY NOT BE LIMITED TO THE DETAILS OR LOCATIONS SHOWN. IF ADDITIONAL RENOVATION WORK BECOMES REQUIRED AS THE CONSTRUCTION PROCEEDS, ADDITIONAL DETAILS WILL BE DEVELOPED AND PROVIDED.
21. AMERICAN INSTITUTE OF ARCHITECTS DOCUMENT A104-2017 EDITION OR APPROVED EQUAL SHALL BE USED FOR THE CONTRACT FOR CONSTRUCTION.
22. CONTRACTOR SHALL FURNISH BUILDING PERMITS AND FEES.
23. REMOVE EXISTING CONSTRUCTION, BOTH ABOVE AND BELOW GRADE TO EXTENT INDICATED OR AS OTHERWISE REQUIRED TO PERMIT CONSTRUCTION.
24. DISPOSE OF WASTE MATERIALS, INCLUDING TRASH, DEBRIS, AND EXCESS TOPSOIL OFF OWNER'S PROPERTY UNLESS DIRECTED OTHERWISE.

EXISTING CONSTRUCTION

1. VERIFY AND DOCUMENT ALL EXISTING DIMENSIONS, CONDITIONS, & STRUCTURAL FRAMING AS SHOWN ON THESE DRAWINGS PRIOR TO STARTING ANY WORK; RECORD AND NOTIFY THE ARCHITECT OF ALL INCONSISTANCES IN WRITING.
2. ALL SLABS, DECKS, AND BEAMS IN THE AREA OF NEW OPENINGS ARE TO BE SHORED PRIOR TO THE START OF ANY WORK.
3. ALL OPENINGS SHALL BE SAW CUT OR CORED. HAMMERING WITHOUT SAW CUTS OR CORES WILL NOT BE PERMITTED. DO NOT MAKE NEW OPENINGS IN EXISTING STRUCTURAL MEMBERS UNLESS SPECIFICALLY NOTED ON THE DRAWINGS OR NOTED IN WRITING FROM THE ARCHITECT.
4. EXISTING REINFORCING BARS AND WIRE MESH IN SLABS AND CONCRETE COVER SHALL BE PROTECTED, PRESERVED, AND CLEANED PER ACI REQUIREMENTS FOR USE IN REPLACING CONCRETE COVER OR PLACING OF NEW SLABS ADJACENT TO WORK REMOVED.
5. ALL SLABS, DECKS, FRAMING, ETC. TO BE REMOVED SHALL BE DONE IN A MANNER THAT WILL NOT DAMAGE THE EXISTING STRUCTURE THAT IS TO REMAIN IN PLACE.

DEMOLITION

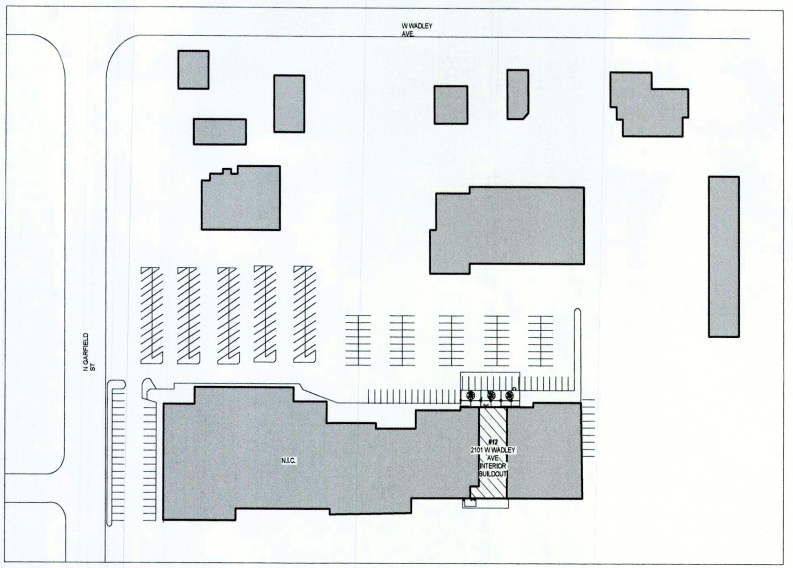
1. REMOVE EXISTING PARTITIONS AS INDICATED IN SKETCHES. REMOVE EXISTING FLOORING, DEVICES, FIXTURES, CEILING, AND MILLWORK AS REQUIRED.

DRAWING LIST

No.	SHEET TITLE
G1.0	TITLE SHEET
G1.1	REFERENCE SHEET
G1.2	LIFE SAFETY PLAN
D1.1	DEMOLITION PLANS
A1.1	CONSTRUCTION PLAN
A2.1	ROOF PLAN
A3.0	ENLARGED PLANS & INTERIOR ELEVATIONS
A3.1	ENLARGED PLANS & INTERIOR ELEVATIONS
A4.0	EXTERIOR ELEVATIONS
A5.0	SECTIONS
A6.0	CONSTRUCTION DETAILS
A7.0	SCHEDULES AND LEGENDS
Q1.1	EQUIPMENT PLANS
P0.1	PLUMBING NOTES, SYMBOLS, ABBREVIATIONS & SPECIFICATIONS
P1.0	PLUMBING SANITARY, WATER AND GAS PIPING FLOOR PLAN
P5.0	PLUMBING DETAILS
P8.0	PLUMBING RISERS & SCHEDULES
M0.1	MECHANICAL GENERAL NOTES, SYMBOLS LIST & ABBREVIATIONS
M0.2	MECHANICAL SPECIFICATIONS
M1.0	MECHANICAL FLOOR PLANS
M5.1	MECHANICAL DETAILS (1 OF 2)
M5.2	MECHANICAL DETAILS (2 OF 2)
M6.1	MECHANICAL EQUIPMENT SCHEDULES
M7.1	HOOD DATA (1 OF 2)
M7.2	HOOD DATA (2 OF 2)
E0.1	ELECTRICAL SYMBOL, ABBREVIATIONS AND GENERAL NOTES
E0.2	ELECTRICAL SPECIFICATIONS SHEET 1 OF 2
E0.3	ELECTRICAL SPECIFICATIONS SHEET 2 OF 2
E1.0	ELECTRIC LIGHTING PLANS
E2.1	ELECTRICAL POWER PLAN
E2.2	ELECTRICAL ROOF PLAN
E3.0	ELECTRICAL DETAILS
E4.0	ELECTRICAL RISER DIAGRAM & PANEL SCHEDULE

RESPONSIBILITIES MATRIX

No.	ITEM	CONTRACTOR PROVIDE	CONTRACTOR INSTALL	FRANCHISOR PROVIDE	FRANCHISOR INSTALL	FRANCHISEE PROVIDE	FRANCHISEE INSTALL	COMMENTS
01	DINING ROOM CHAIRS					•	•	Franchisee through Franchisor will purchase and ship to location and install
02	DINING ROOM STOOLS					•	•	Franchisee through Franchisor will purchase and ship to location and install
03	DINING ROOM TABLES		•	•				Franchisor will build off-site and ship to location. Installation by Contractor with oversite by Franchisor
04	TABLE BASE AND BENCH MOUNTS		•	•				Franchisor will purchase/build off-site and ship to location. Installation by Contractor with oversite by Franchisor. Bases need to be mounted in concrete and tables screwed on
05	OUTDOOR BENCHES		•	•				Franchisee through Franchisor will purchase and ship to location. Contractor to place.
06	OUTDOOR TABLES		•	•				Franchisor will build off-site and ship to location. Installation by Contractor with oversite by Franchisor
07	COMMERCIAL EQUIPMENT FINAL HOOKUP		•			•		Franchisee to unpack and place equipment in locations. Contractor to hookup to MEP services.
08	COMMERCIAL KITCHEN EQUIPMENT		•			•		Franchisee through Franchisor will purchase and ship to location and placed. Contractor to hookup to MEP services.
09	COMMERCIAL BAR EQUIPMENT		•			•		Franchisee through Franchisor will purchase and ship to location and place. Contractor to hookup to MEP services.
10	WALK-IN COOLERS	•	•					Contractor to purchase, provide, and install
11	LIGHT FIXTURES: DINING AREA		•	•	•			Franchisor will purchase and ship to location. Contractor will install with oversight by Franchisor
12	LIGHT FIXTURES: TOILET RM		•	•	•			Franchisor will purchase and ship to location. Contractor will install with oversight by Franchisor
13	LIGHT FIXTURES: KITCHEN	•	•					Contractor to purchase, provide, and install
14	BAR KNEEWALL		•	•				Franchisor will purchase grapestake wood and ship to location. Contractor will install with oversite from Franchisor. Wood installed on a 22 degree angle
15	BRASS FOOT RAIL AT KNEEWALL	•	•					Contractor to purchase, provide, and install
16	BAR TOP	•	•					Contractor will source Brass Bar Top to specs and install
17	BAR TOP AT BACK BAR	•	•					Contractor installation. Plywood as per specs. See details
18	PUBLIC BAR FACING VERT. SURFACE / 2X4 BACK BAR	•	•		•			Contractor to purchase 2x4s, ship to location and build backbar with oversite from Franchisor
19	BAR CEILING PLYWOOD W/ VERT. FACE	•	•					Contractor installation. Plywood to specs
20	WALLS OUTSIDE TOILET ROOMS	•	•					Contractor to purchase and paint green chalkboard color as per specs
21	PAINT: DINING ROOM DUCTS	•	•					Contractor to purchase and paint Behr Beauty Queen color as per specs
22	PAINT - DINING ROOM WALL PAINT	•	•					Contractor to purchase and paint walls
23	BACKBAR SHELVING	•	•					Contractor to provide and install, Oversight by Franchisor.
24	QUICKCRETE WALL	•			•			Contractor to purchase concrete as per specs, Franchisor to apply
25	OUTDOOR SEATING CORRAL PARTITIONS	•	•					Contractor to purchase material and build as per specs
26	DINING ROOM FLOOR FINISH	•	•					
27	EXTERIOR SPITZ SIGNS			•	•			Franchisor to work with sign company on design, purchasing, and installation
28	CEILING IN DINING ROOM		•					Contractor to remove ceiling tiles and clean up all loose cables, flex pipe, etc. in dining room.
29	LOW VOLTAGE DISTRIBUTION	•	•					Need to add network cable runs for security cams
30	HOME RUN DEVICE			•	•			Tsaxi provided Cisco switch.
31	POINT OF SALE			•	•			Franchisor to provide and install
32	VINTAGE SPEAKERS		•	•				Contractor to install vintage speakers per Franchisor's direction
33	SOUND SYSTEM		•	•				Franchisor to provide, Contractor to install
34	SECURITY CAM SYSTEM		•	•				Franchisor to provide, Contractor shall run network cable for POE cams, Contractor to install.
35	RESTROOM PARTITIONS	•	•					Contractor to provide and install.



1 G1.0 SITE PLAN
SCALE: 1" = 80'-0"

ARCHITECT	HVAC CONSULTANT	P/E CONSULTANT	GENERAL CONTRACTOR TBD
JOEL BERMAN ARCHITECTURE & DESIGN, LTD. 5212 N CLARK / SUITE 3 CHICAGO, ILLINOIS 60640 +1 773.275.5968	NEARBY ENGINEERS 1460 BROADWAY NEW YORK, NY 10036 +1 212.575.5300	NEARBY ENGINEERS 1460 BROADWAY NEW YORK, NY 10036 +1 212.575.5300	

CODE AUTHORITY

AUTHORITY
300 N LORIANE
MIDLAND, TX 79702

CODE
2018 IBC, 2018 IFGC, 2018 IMC, 2018 IPC, 2017 NEC, 2015 IECC, 2015 IFC

REGISTERED ARCHITECT
JOEL BERMAN
29695
STATE OF TEXAS

REVISION SCHEDULE

NO.	REV. / SUBMISSION	DATE	ISSUED BY

ISSUE DATE: 3/9/2022 11:54:33 AM

INTERIOR BUILDOUT

SPITZ MIDLAND

2101 W. WADLEY AVE #12
MIDLAND, TX 79705

DRAWN BY:	PR
CHECKED BY:	JB
APPROVED BY:	JB
PROJECT NUMBER:	2136

TITLE SHEET

G1.0

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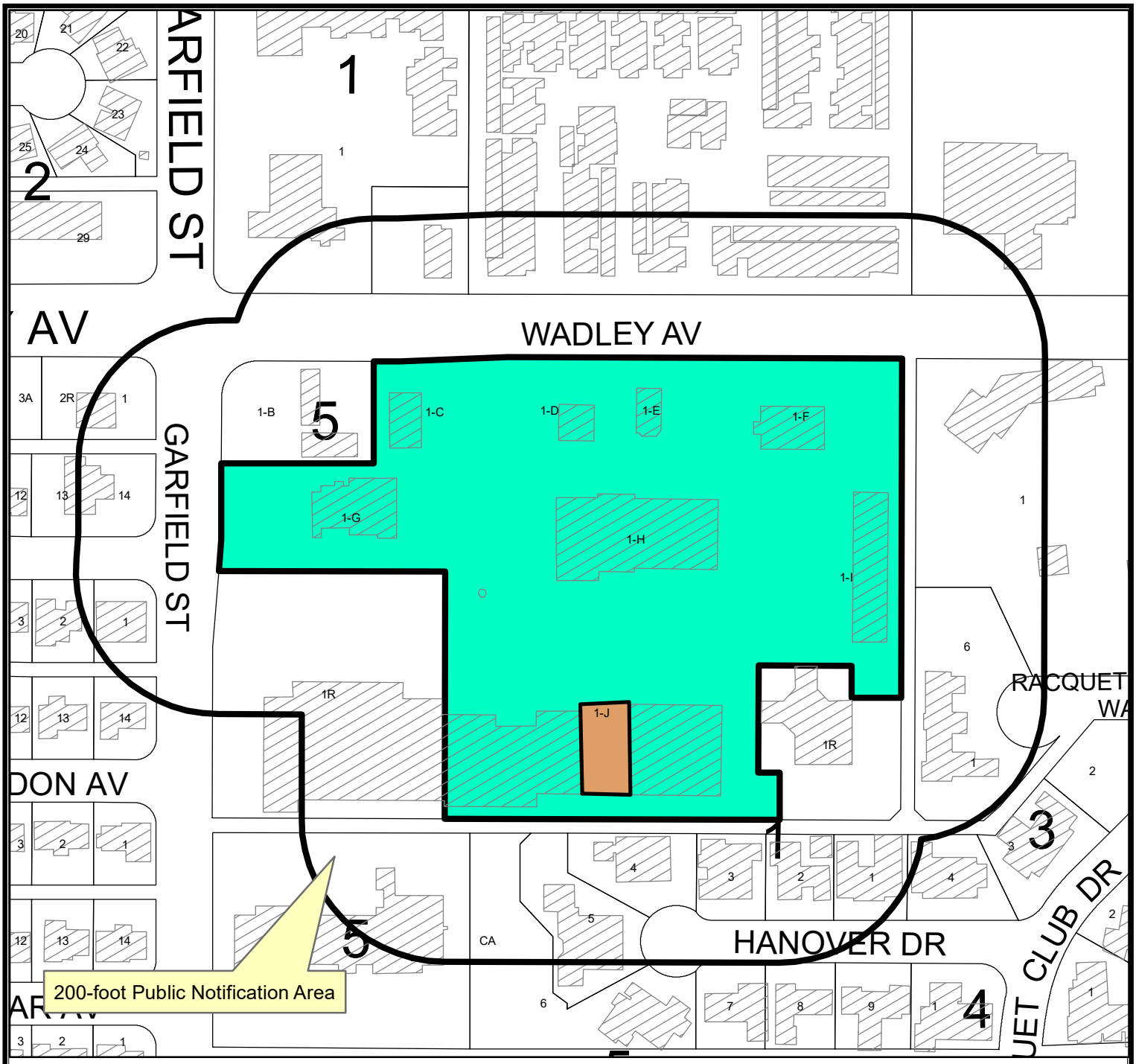


LOCATION MAP

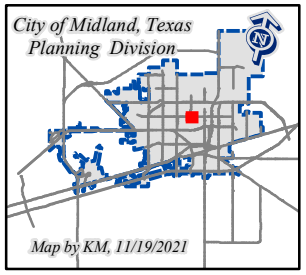
SUD-21-0116 **Scale: 1" = 200'**

Consider a request by Debra Holt, for a Specific Use Designation with Term for the sale of all alcoholic beverages for on-premises consumption, in a restaurant, on a 4,800 square foot portion of Lot 1-J, Block 5, Colony Place, Section 5, City and County of Midland, Texas.

Generally located on the south side of W. Wadley Avenue, approximately 254-feet east of N. Garfield Street. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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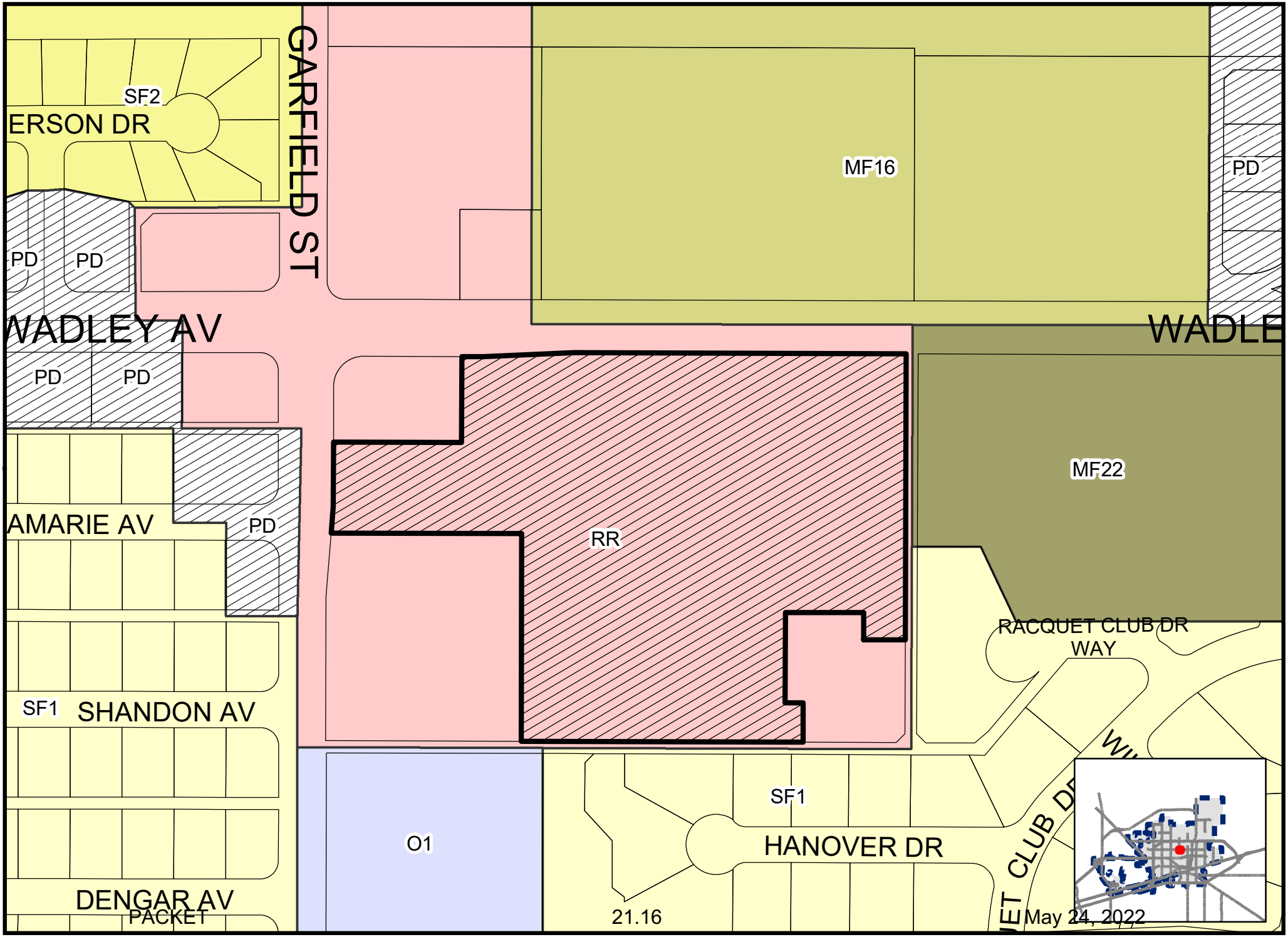
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By ES, 04/06/2022

SUD-22-0129

Scale: 1" = 200'

ZONING MAP

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Salty Dipper's

2214
117-3266

blackbird
Interior Design • Furniture • Accessories

City Council Meeting

Item Number: 22

Meeting Date: May 10, 2022, May 24, 2022

To: City Council / City Manager

From: Elizabeth Shaughnessy, Planning Division Manager

Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE SOUTH 200 FEET OF THE WEST 150 FEET OF THE EAST 857 FEET OF THE SOUTH HALF OF THE EAST 34 ACRES OF A CERTAIN 44-ACRE TRACT OUT OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 22, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF WESTERN DRIVE AND WEST GOLF COURSE ROAD), BY PERMITTING A REDUCED MINIMUM LOT WIDTH; 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, N. Cale Lancaster, is requesting a Special Exception to the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, concerning the minimum lot dimensions to be able to split the lot into two and develop the property into two dwellings.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds are required for this request.

Discussion:

The applicant's property is located 1220 W Golf Course Road and the location of a vacant land. The applicant is requesting a special exception to the minimum lot width in order to replat the lot into two equal sized properties.

The property is currently zoned SF-1, Single-Family Dwelling District. Once the property is replated the minimum lot dimensions for the proposed lots will not support the development of two homes under the SF-1, Single-Family Dwelling District dimensional regulations, that is if the proposed lots are oriented in a north/south to provide alley access. However, if the development of two lots where to be oriented east/west (facing Western Drive), they would satisfy the currents zonings dimensional regulations, but the southern lot would not have alley access, which would present a challenge for access to city trash bins and the northern property would have alley access from the north.

Per our City of Midland Zoning Ordinance, *Section 5.04 – Residential Zoning District Dimensional Regulations Chart:*

SF-1, Single-Family Dwelling District
Lot dimensions
Minimum Lot Width:
Interior Lot: 80 Feet
Corner Lot: 85 Feet

Minimum Lot Depth: 100 Feet

As shown on the proposed plat (Exhibit A), each lot dimensions are 75 feet wide by 200 feet deep.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Engineering: (Approval with conditions)

No objection. 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. Our staff has examined the FEMA flood map and it appears that a portion of this property lies within Zone AE, which is a Special Flood Hazard Area subject to inundation by the 1% annual chance flood. An elevation certificate based off of construction drawings will be required to get a building permit to show compliance to the 1 foot of freeboard above the base flood elevation for residential structures. An elevation certificate based off of finish construction will be required for the Certificate of Occupancy.

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 objections to zone change. [For the Applicant's information only.]

Fire: (Approved)

No comments

Code Compliance: (Approved)

No oil or 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. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Planning Analysis:

While this request represents a deviation from the existing Zoning Ordinance, due to the unique circumstances surrounding the lot in question, staff is recommending approval of this application for a Special Exception to the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart. This lot has been platted in a way that limits development. Furthermore, the new proposed lots match the width dimension of the four lots across it, on W. Golf Course Road, which would continue the character of that street segment.

The two proposed lots are sufficient in square footage to accommodate the 9,000 square feet minimal area that is required in a zoning of SF-1, Single-Family Dwelling District, but will not follow the width dimension regulation. This request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 3 An Integrated Land Use Vision, "Future Land Use Map" as it designates this area for Urban Residential-Low, a classification which calls for "a neighborhood emphasizing single-family detached homes." This special exception would allow for the development of a vacant lot and add to the housing infill development, that would otherwise remain vacant.

Staff recommends approval of this application for a Special Exception to the Zoning Code Concerning Section *5.04 – Residential Zoning District Dimensional Regulations Chart*, concerning the minimum corner and interior lot dimensions, subject to condition A:

Conditions:

A. That all lots shall significantly conform to the conditions shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

Letters of Objection:

As of May 4, 2022, staff has not received any letters of objection.

Attachments:

Application
Proposed Replat (Exhibit A)
Warranty Deed
Maps

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE SOUTH 200 FEET OF THE WEST 150 FEET OF THE EAST 857 FEET OF THE SOUTH HALF OF THE EAST 34 ACRES OF A CERTAIN 44-ACRE TRACT OUT OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 22, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF WESTERN DRIVE AND WEST GOLF COURSE ROAD), BY PERMITTING A REDUCED MINIMUM LOT WIDTH; 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 the south 200 feet of the west 150 feet of the east 857 feet of the south half of the east 34 acres of that certain 44-acre tract out of the west half of the southeast quarter of Section 22, Block 39, T-1-S, T&P RR Co. Survey, Midland County, Texas, described in that certain deed from G. C. Driver, Guardian of the Estate of Bertie May Driver, to J. M. Rockwell, dated March 31, 1931, and recorded in Volume 49, Page 95 of the deed records of Midland County, Texas. Said special exception shall allow a reduced minimum lot width.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That the minimum lot width of each lot shall be 75 feet.

B. That the dimensions of the lots on the property shall significantly conform to the dimensions of the proposed lots shown in 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:

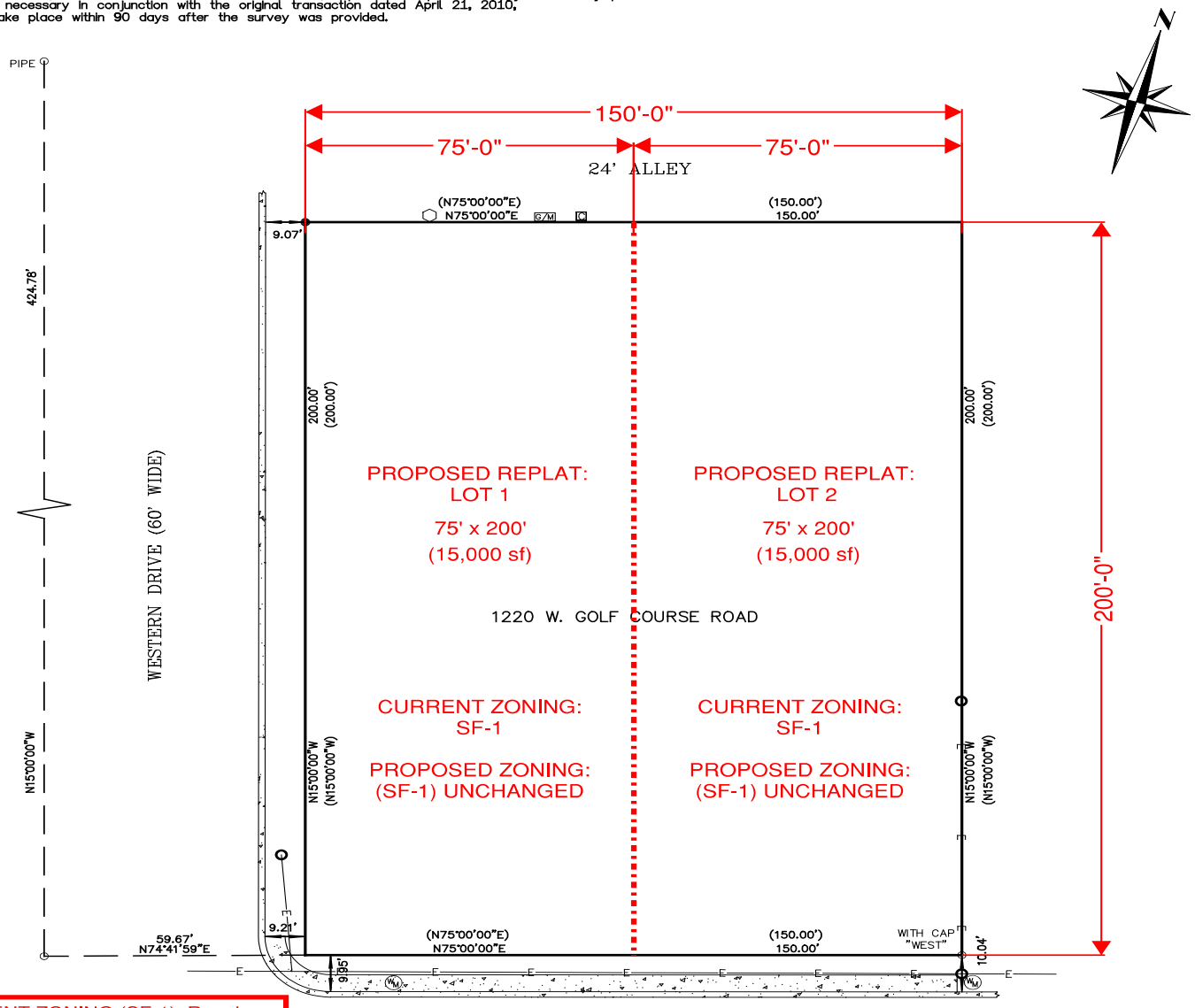
_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT A

COPYRIGHT 2010
This survey plat is being provided solely for the use of: Lone Star Abstract & Title Co., and that no license has been created, express or implied, to copy the survey plat except as is necessary in conjunction with the original transaction dated April 21, 2010, which shall take place within 90 days after the survey was provided.



CURRENT ZONING (SF-1): Requires lots to be a minimum 80' wide and not less than 9,000sf.

The proposed re-plat will result in two (2) 75' wide x 200' deep lots, resulting in two (2) 15,000sf lots.

The following Easements, Rights-of-way, and Restrictive covenants as listed on the title commitment furnished by:
Lone Star Abstract and Title Co., Inc.,
G.F. No.: 00098554

Blanket Right-of-Way:
T.E.S.Co.
Vol. 37, Pg. 324,
Deed Records,
Midland Co., Texas

Specific Agreement & Easement for Underground Service Lateral:
T.E.S.Co.
Vol. 573, Pg. 252,
Deed Records,
Midland Co., Texas

Blanket Right-of-Deed:
South Plains Pipe Line Co.
Vol. 42, Pg. 147,
Deed Records,
Midland Co., Texas

BEING THE SOUTH 200' OF THE WEST 150' OF THE EAST 857' OF THE SOUTH HALF OF THE EAST 34 ACRES OF THAT CERTAIN 44 ACRE TRACT OUT OF THE WEST HALF (W/2) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 22, BLOCK 39, T-1-S, T&P R.R. CO. SURVEY, MIDLAND COUNTY, TEXAS,
DESCRIBED IN THAT CERTAIN DEED FROM G. C. DRIVER, GUARDIAN OF THE ESTATE OF BERTIE MAY DRIVER, TO J. M. ROCKWELL, DATED MARCH 31, 1931 AND RECORDED IN VOLUME 49, PAGE 95 OF THE DEED RECORDS OF MIDLAND COUNTY, TEXAS.

Census Tract: 6

This tract is in Flood Zone "X" as shown on the Flood Insurance Rate Map, Dated September 16, 2005 provided by the Federal Emergency Management Agency Flood Map Number: 48329C0088 F

The undersigned does hereby certify that this survey was this day made on the ground of the property legally described hereon and is correct, and that there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights-of-way, except as shown hereon, and that said property has access to and from a dedicated roadway.

Dated this the 21st day of April 2010.

Bruce R Pennell

Registered Professional Land Surveyor No. 4170
Date: 04/21/10

(IF SURVEYORS SIGNATURE IS NOT SIGNED IN RED INK, THIS IS NOT AN ORIGINAL DOCUMENT)

Basis of Bearings:
EAST Line of this Lot

Bearings and Distances Shown
Inside ( ) Indicate Record Information

30 15 0 30

SCALE: 1" = 30'

STATE OF TEXAS
REGISTERED
BRUCE R. PENNELL
4170
PROFESSIONAL
LAND SURVEYOR

LEGEND

- Set 1/2" I.R. W/Cap "RPLS 4170"
- Fnd. 1/2" I.R.
- G/M Gas Meter
- W_M Water Meter
- Light Pole
- Power Pole
- FH Fire Hydrant
- E—E— OVERHEAD ELECTRIC
- Guy Wire
- Telephone Junct. Box
- Cable TV Junct. Box
- Buried Pipeline Marker
- Sewer Cleanout
- Underground Electric Box
- Utility Box
- Misc. Sign
- M_H Sanitary Sewer Manhole
- W_V Water Valve
- G_V Gas Valve
- Satellite Dish
- Propane Tank
- WW Water Well

PENNELL & MARLOWE LAND SURVEYORS, INC.
PROFESSIONAL LAND SURVEYING
P.O. BOX 61622, MIDLAND, TEXAS 79710
VOICE:(432)570-6256 FAX: (432)682-3262 MOBILE: (432)528-1027

ABSTRACT OFFICE: LONE STAR	G.F. #: 00098554	COMMITMENT EFFECTIVE DATE: 04/08/10	
CAD FILE: BRP13954	DATA FILE: GOLFCOURSE	DRAWN BY: MARCY S.	BOOK/PAGE: 1/

MIDLAND
Planning Division

Special Exception Application

Project Number: E-22-0077

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: N. CALE LANCASTER		Phone (325) 436-1036 Email	
Address 1009 Shirley Ln	City Midland	State TX	Zip 79705

Property Owner Printed Name: RW Properties		Phone (325) 436-1036 Email	
Address 1102 W. Texas Ave	City Midland	State TX	Zip 79701

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone (325) 436-1036 Email	
Address	City	State	Zip

Street Address: 1220 W. Golf Course Road

Legal Description
Lot: Block: 39-T-1-S Subdivision: Northwest Acres

Current Zoning: SF-1

This property qualifies as an exception to the City Code because:

- ☐ It is an expansion of a nonconforming use.
- ☐ There are existing nonconforming structures in the area.
- ☐ The addition of architectural or other projections of a minor extent.

Reason for Request: Re-plat current (.689 acre) lot into two equal (.3445 acre) lots, that run North/South, perpindicular to W. Golf Course Road.

Current SF-1 Zoning does not change.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing:
  - Parking
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

RECEIVED
APR 06 2022
BY:

Signatures

Applicant (signature): N. Cale Lancaster — Date: 3/10/2022

Applicant (printed): Nathan Cale Lancaster

Property Owner (signature): [signature] — Date: 3.10.22

Property Owner (printed): MARK T. WELLEN

The Special Exception 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 N. CALE LANCASTER who, being by me duly sworn, upon oath says: That (s)he is authorized by MARK T. WELLEN the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

[signature]
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 3 day of MARCH, 2022, to certify which witness my hand and seal of office.

[signature]

BRENDA N TILLER
Notary ID #1561848
My Commission Expires
May 20, 2024

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

- [x] Property Owner Authorization
- [x] Application Fee
- Check # 1235
- [x] Dimensioned Site Plan
- [x] Plans in Digital Format (PDF/JPEG)

Received By: Paul Rodriguez — Date: 04/6/22

RECEIVED
APR 06 2022

****Application will not be considered for scheduling until reviewed by a planner.****

16033

GENERAL WARRANTY DEED

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MIDLAND §

THAT THE UNDERSIGNED, TIM LEACH AKA TIMOTHY A. LEACH, A MARRIED PERSON, hereinafter referred to as **"GRANTOR"**, for and in consideration of the sum of TEN DOLLARS ($10.00) cash, and other good and valuable consideration in hand paid by the Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged and confessed, has **GRANTED, SOLD and CONVEYED**, and by these presents does hereby **GRANT, SELL and CONVEY** unto **RW PROPERTIES**, herein referred to as **"GRANTEE"**, whether one or more, the lot, tract or parcel of land situated in Midland County, Texas, to-wit:

> Being THE SOUTH 200 FEET OF THE WEST 150 FEET OF THE EAST 857 FEET OF THE SOUTH HALF OF THE EAST 34 ACRES OF THAT CERTAIN 44 ACRE TRACT OUT OF THE WEST HALF (W/2) OF THE SOUTHEAST QUARTER (SF,/4) OF SECTION 22, BLOCK 39, T-I-S. T&P Ry. Co. Survey, Midland County, Texas, described in that certain Deed from G. C. Driver, Guardian of the Estate of Bertie May Driver, to J. M. Rockwell, dated March 31, 1931 and recorded in Volume 49, Page 95 of the Deed Records of Midland County, Texas.

This conveyance is made and accepted subject to any and all validly existing encumbrances, conditions, and restrictions, relating to the hereinabove described property, including, but not limited to, the following:

1. All visible and apparent easements and all underground easements, the existence of which may arise by unrecorded grant or by use.
2. Rights of parties in possession.
3. Rights of parties in possession under any unrecorded, written or oral lease agreements by and between the present owner and/or their predecessors in title as lessor and unknown persons as lessees covering any of the herein described property. Visible and apparent easements.
4. Portion of the property that may lie within any roadway.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
6. Blanket Right of Way covering a tract of land out of Section 22, Block 39, T-1-S, granting the right of ingress and egress over adjacent land and other rights necessary for the operation of the line and appurtenances, executed by G. C. Driver et al to Texas Electric Service Company dated May 10, 1927, and recorded in Volume 37, Page 324, Deed Records of Midland County, Texas.
7. Blanket Right-of-Way Deed covering the SW/4 and part of the W/2 of the SE/4 of Section 22, Block 39, T-1-S, granting the right of ingress, egress, and regress in, along, upon, and across said way and other rights necessary for the operation of the pipe line and appurtenances, executed by W. B. Driver to South Plains Pipe

Line Company dated August 31, 1928, and recorded in Volume 42, Page 147, Deed Records of Midland County, Texas.

8. Specific Agreement and Easement For Underground Service Lateral covering a 150' x 200' tract of land out of the W/2 of the SE/4 of Section 22, Block 39, T-1-S, T&P RR Co. Survey, Midland County, Texas, granting other rights necessary for the operation of the line and appurtenances, executed by R. W. Barker and wife, Maurine Barker, to Texas Electric Service Company dated July 27, 1973, and recorded in Volume 573, Page 252, Deed Records of Midland County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors and/or assigns, to **WARRANT AND FOREVER DEFEND** all and singular the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof.

Current ad valorem taxes on said property having been prorated, the payment thereof is assumed by Grantee.

EXECUTED this 26th day of July, 2012.

Grantee's Address:
2735 Racquet Club Drive
Midland, Texas 79705

TIM LEACH

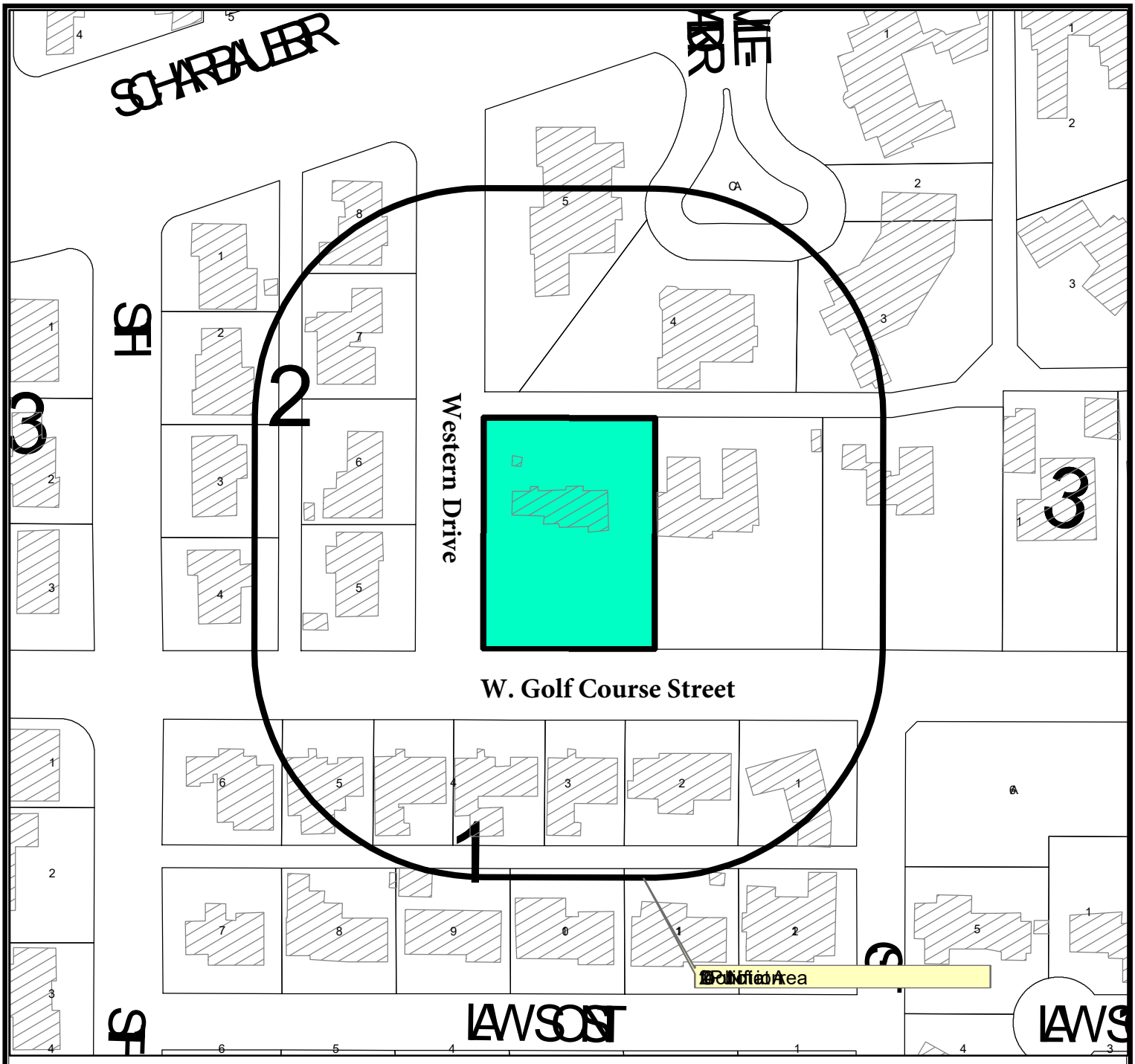
THE STATE OF TEXAS §

COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me on the 26th day of July, 2012, by **TIM LEACH**.

RACHEL E. HUDSON
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 4-8-2013

NOTARY PUBLIC, STATE OF TEXAS



LOCATION MAP

E-22-0077

Scale: 1" = 1500'

Consideration of a Specific Use Permit for [illegible] from the Midland Zoning Ordinance, Section 6, Residential Zoning Districts, Dimensional Regulations Chart, concerning minimum corner and interior lot dimensions [illegible] Midland

Generally located [illegible] Western Drive and West [illegible]

L E G E N D

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

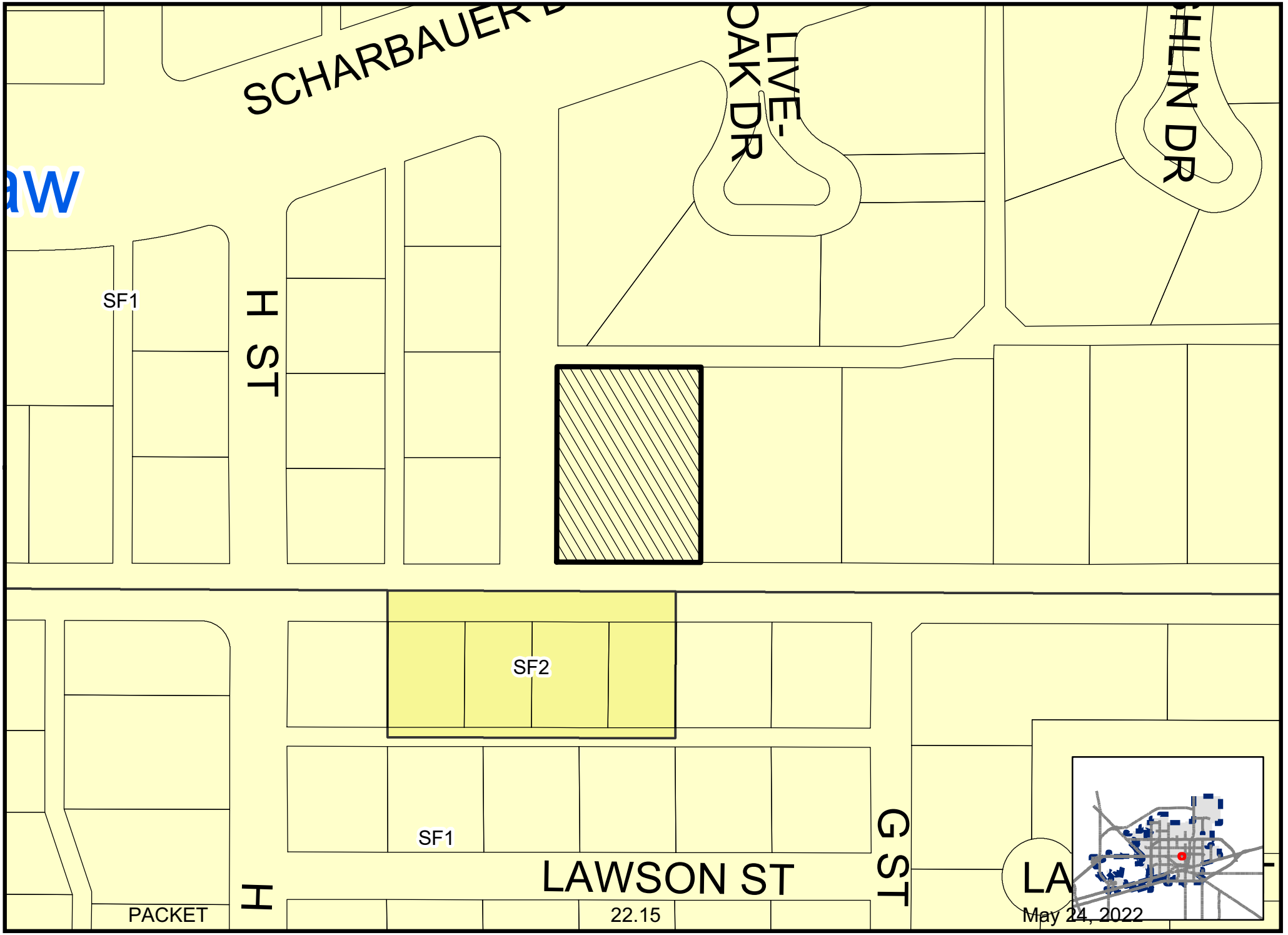
City of Midland, Texas
Planning Division

Map by JS, 04/20/2022

©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, 4/11/2021

E-22-0077

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.

STOP
MIDLAND

~~#21~~
#25

MIDLAND
Planning Division

MAY 04 2022

PUBLIC NOTICE

ARRINGTON DAVID H
P O BOX 2071
MIDLAND TX 79702

The **City Council** of the City of Midland, Texas will hold a public hearing at **10:00 a.m.** on **Tuesday, May 10, 2022,** in the Council Chambers, City Hall, 300 N. Loraine, Midland, Texas 79701, on a request by **N. Cale Lancaster** for approval of a **Special Exception to the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, concerning the minimum corner and interior lot width dimensions** on the following described property:

LEGAL DESCRIPTION: The South 200 feet of the West 150 feet of the East 857 feet of the south half of the East 34 Acres of that Certain 44 Acre Tract Out of the West half (W/2) of the Southeast Quarter (SE/4) of Section 22, Block 39, T-1-S, T&P Ry. Co. Survey, Midland County, Texas.

LOCATION: Generally located on the northeastern corner of the intersection of Western Drive and W Golf Course Road. (Council District 3)

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request X **Comments:** _____

Required Information:

Property Owner's Signature | David Arrington Printed Name | 1212 W. Golf Course Rd. Property Address (No P. O. Boxes)

If any further information is desired, please contact the Planning Division, at 685-7400.
Si ud. desea más información en Español sobre este caso, llame al : 685-7400.

Notices Mailed: 24
Date Mailed: 4/20/2022
Case Number: E-22-0077
Case Name: 1220 W Golf Course
JS Planner's Initials

Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989.

City Council Meeting

Item Number: 23

Meeting Date: May 24, 2022

To: City Council / City Manager

From: Isaac Garnett, Manager, Community Development

Subject: Hold a public hearing in order for the City of Midland and the CDBG Prioritization Committee to receive public comments, guidance and recommendations regarding the 2022-2023 CDBG grant application submissions and the Third Year Action Plan in accordance with the Five Year Consolidated Plan goals (DISTRICT: ALL) (DEVELOPMENT SERVICES)

Purpose:

Hold a public hearing in order for the City of Midland and the CDBG Prioritization Committee to receive public comments, guidance and recommendations regarding the 2022-2023 CDBG grant application submissions and the Third Year Action Plan in accordance with the Five Consolidated Plan goals.

Recommended City Council Action:

Directional / Informational

Fiscal Impact:

No fiscal impact to the City of Midland Budget.

Discussion:

The purpose of the public hearing is to allow the citizens to participate in the development of the City's 2022/2023 Community Development Program and the Second Year Action Plan. Past usage of Community Development Block Grant (CDBG) funds, community development and housing needs, and proposed uses of 2022/2023 CDBG funds will be discussed. The City will receive a grant of approximately $1,083,648 for 2022/2023 and $500,000 in CDBG CV-19 unappropriated fund balance from the U.S. Department of Housing and Urban Development.

The City also expects to receive $70,000 in program income which is included in the CDBG program-year (PY 2022-2023) allocation. A minimum 70% of CDBG funds must be allocated to projects that benefit low and moderate-income persons. Examples of activities eligible for CDBG funding are housing rehabilitation, sidewalk and street improvement, park improvements, code enforcement, lot clearance, economic development and public services.

This is a Public Hearing only.

Morris William Jr.

City Manager's Office

STAFF REPORTS ON APPLICATIONS

RECEIVED FOR 2022-2023

CDBG/CDBG-CV-19 FUNDING

1
CDBG

NAME: Homebuyer Assistance Program **Request: $200,000**

APPLICANT: City of Midland Community Development

Description. The City's Community Development Office proposes to continue the City's Homebuyer Assistance Program (HAP). Through the HAP, low-income first-time homebuyers receive financial assistance to help purchase decent homes anywhere in the City. Depending on income, up to $15,000 assistance would be provided to a homebuyer as a zero interest, deferred forgivable loan.

Budget. The requested funds could assist 10 households during the year. The CD office staff will accept and verify applications, inspect the homes, coordinate the closings and process payments. Community Development Office staff conducts the HAP and is paid by the City's general fund.

Eligibility. Per 24 CFR 570.201(n), homeownership assistance is a basic CDBG eligible activity. In order to meet the CDBG Objective of benefit to low- and moderate-income persons, the City must document that each assisted household meets the low and moderate-income criteria.

Consolidated Plan. High priority is the need for more affordable homes to buy.

2
CDBG

NAME: SE Senior Center Nutrition Program **Request: $68,000**

APPLICANT: Casa de Amigos

Description: The Casa de Amigos requests funding for the nutrition programs at the Southeast Senior Citizen Center (1803 E Indiana) and at the Casa de Amigos (1101 E Garden Lane). Approximately 242 seniors are expected to benefit from the lunchtime meal program and take-home food boxes in order to supplement their nutritional needs. Meals are contracted daily with a local catering company and reviewed by a certified nutritionist.

Budget: SE Center and Casas de Amigos meals program has been CDBG supported. Sub recipient is including the Casa meals program in its application for the upcoming CDBG fiscal year. CDBG funds would be used to pay for an average 53 meals per day for the October 2021 to September 2022 period. The estimated $7.54 cost per meal includes all costs in providing the meals: personnel, supplies, transportation, food, equipment and administrative overhead.

Eligibility: Per 24 CFR 570.201(e), a public service for senior citizens is considered by HUD as a presumed benefit to low and moderate-income person's activity under its limited clientele provisions. This request will be subject to the 15% limitation on funds allocated for public services.

Consolidated Plan: Public services of benefit to the elderly and handicapped individuals are a priority community need.

Other Comments: As an ongoing program, this request is subject to the potential need for the operator to secure replacement funding. CDBG assistance has been provided continuously for senior citizen programming in Midland since 1986. Casa de Amigos has administered CDBG funds for the SE Nutrition Program since 2020.

3
CDBG

NAME: Home Cleaning Program **Request: $45,000**

APPLICANT: Casa de Amigos

Description: Casa de Amigos requests funds to support its Citywide Community Services' Home Cleaning Program. The program's objective is to maintain safe and sanitary living conditions for indigent senior citizens (60+ years of age) and disabled individuals. Services include an initial deep cleaning and subsequent routine weekly cleaning. It is expected that 100 clients will be assisted during the year.

Budget: The requested funds would be used to help pay the wages of the program's homemakers. CDBG funds are proposed to be 30% of the total Citywide Community Services budget. The Citywide Community Services budget for the next year will be $98,000. Grants from United Way also help fund the program.

Eligibility: Per 24 CFR 570.201(e), public services are eligible for CDBG funding. A public service for senior citizens and disabled persons is considered by HUD as a presumed benefit to low- and moderate-income activity under its limited clientele provisions. This request will be subject to the 15% limitation on funds allocated for public services.

Consolidated Plan: Public services of benefit to the elderly and handicapped individuals are a priority community need.

Other Comments: As an ongoing program, this request is subject to the potential need for the operator to secure replacement funding. The home cleaning service has been continuously CDBG supported since 1991.

4
CDBG CV-19

NAME: The Salvation Army of Midland Request: $120,172

APPLICANT: The Salvation Army

Description: The Salvation Army of Midland requests funding for the nutrition programs at the 600 E. Wall St. Center (Homeless Shelter). Approximately 5,300 meals are expected to be served during the program year. three meals time will be available to persons wanting a hot meal.

Budget: CDBG funds would be used to pay for an average 150 meals per day with an estimated $7.54 cost per meal; personnel, transportation, equipment and administrative overhead are not included in the grant. The requested funds would be used to help pay for food and nonperishable item related to meal preparation. The Homeless and Indigent Program overall budget for the next year will be $729,835.00 primarily generated from contribution and federal grants for the homeless.

Eligibility: Per 24 CFR 570.201(e), Homeless service for citizens experiencing hardships and/or disabled persons is considered by HUD a high priority. Homeless service for indigent individuals is considered by HUD as a presumed benefit to low and moderate-income person's activity under its limited clientele provisions

Consolidated Plan: Homeless services is an area of high priority and concentration of community need. All hardship individuals will have an evidence-based needs assessment screening and a plan of care formulated toward each participants service plan.

Other Comments: COVID-19 funding has remaining term of 18 months till sunset provision requires return to Department of Treasury.

5
CDBG CV-19

NAME: Casa De Amigos Senior Resiliency Program Request: $46,610

APPLICANT: Casa de Amigos

Description: Casa de Amigos requests funds to support its Senior Resiliency Program. The program's objective is to provide coping skills and resiliency training for senior citizens to improve their overall mental health as our community continue to recover from the effects of COVID-19. Seniors are adapting to a host of life altering realities (lost friendships, changing living environment, physical capacity, etc.) which has a diminishing effect on mental and physical health. It is expected that 45 clients will be assisted during the year.

Budget: The requested funds would be used to help pay the wages of the licensed counseling PLLC. The Senior Resiliency Program Services budget for the next year will be $81,360.00. Casa De Amigos will also help fund the program staff.

Eligibility: Per 24 CFR 570.201(e), public services are eligible for CDBG-CV19 funding. A public service for senior citizens and disabled persons is considered by HUD as a presumed benefit to low- and moderate-income activity under its limited clientele provisions. This request will be subject to the 15% limitation on funds allocated for public services.

Consolidated Plan: Public services of benefit to the elderly and handicapped individuals are a priority community need.

Other Comments: As an ongoing program, this request is subject to the potential need for the operator to secure replacement funding. COVID-19 funding has remaining term of 18 months till sunset provision requires return to Department of Treasury.

6
CDBG CV-19

NAME: Midland County Hospital District (Mental Health & Wellness Department)
Request: $240,000

APPLICANT: Midland Memorial Hospital

Description: Mental Health & Wellness Department requests funds to support its Community Referral and Indigent Program (CRISP) to help individuals of all ages to recover from the devastation of the pandemic and overcome barriers to restore and stabilize health and livelihood.

The Community Referral and Indigent Program (CRISP) program objective is to provide Personal services that follows participants at every point-of-service to assure connection with needed resources and supportive providers. The CRISP team will coordinate, make and follow up with participants/providers to ensure that integrated care is received thus preventing additional stress and cost on the hospital emergency room. All hardship individuals will have an evidence-based mental health screening and a plan of care formulated toward each participants service plan. It is expected that 1,700 participants will be connect with identified resources during the year.

Budget: The requested funds would be used to help pay the wages of the licensed counselors, social-workers and supportive staff. The Community Referral and Indigent Program (CRISP) program services budget for the next year will be $714,212.00. The Community Referral and Indigent Program (CRISP) will also help fund the program through the hospital grants contributions and fundraising.

Eligibility: Per 24 CFR 570.201(e), mental health services are eligible for CDBG-CV19 funding. Mental Health service for hardship citizens and disabled persons is considered by HUD.

Consolidated Plan: Mental Health services of benefit to the elderly and handicapped individuals are a priority community need.

Other Comments: As a start-up program, this request is subject to the potential need for the agency to secure replacement funding. COVID-19 funding has remaining term of 18 months till sunset provision requires return to Department of Treasury.

7
CDBG CV-19

NAME: Senior Life Midland (SLM) Program **Request: $45,000**

APPLICANT: Mission Center Adult Day Service

The objective of the Meals on Wheels is to promote better mental and physical health for older homebound persons through nutritious meals and socialization. The nutrition program will be provided each weekday by volunteer drivers. Senior Life Midland (SLM), with main offices at 3301 Sinclair St., will carry out the (COVID) relief program Monday through Friday (except on holidays). SLM, through its central kitchen at 3301 Sinclair (under construction), will provide meals which meet the nutritional guidelines set by the Texas Department on Aging and Texas Department of Human Services for elderly nutrition programs.

710 seniors (age 60 years and older) are expected to benefit from the program each month. Primarily, participants are all low and moderate-income persons. Funding will be used for local vendor meals as an alternate resource provider of homebound meal services. Documentation includes an initial nutritional assessment form and other verification forms, which are entered into a tracking system. Monthly performance and financial reports will be provided by SLM. For the CDBG Annual Report, SLM will report the number of households assisted as required by the HUD Performance Measurement System.

Budget: The requested funds would be used to help pay the local vendor meals when disruptions occur in meal preparation at the main kitchen and require vendor meals and PPE. The cost for the alternate meals program will cost $68,000.

Eligibility: Per 24 CFR 570.201(e), public services are eligible for CDBG-CV19 funding. A public service for senior citizens and disabled persons is considered by HUD as a presumed benefit to low- and moderate-income activity under its limited clientele provisions. This request will be subject to the 15% limitation on funds allocated for public services.

Consolidated Plan: Public services of benefit to the elderly and handicapped individuals are a priority community need. COVID-19 funding has remaining term of 18 months till sunset provision requires return to Department of Treasury.

8
CDBG

NAME: Take Home Terrific Program **Request: $35,000**

APPLICANT: Mission Center Adult Day Service

Description: Mission Center Adult Day Service requests funds to support the continuation of program – Take Home Terrific Program. Take Home is an evening meal delivery service for individuals who have some type of mobility dysfunction or health issue that would keep them from meeting their nutritional needs. After an initial assessment, participants will receive meals during the week with extra meals provided for weekend needs on request. Participants will also receive a monthly wellness check. It is expected that 53 clients will be assisted during the year.

Budget: The requested funds would be used to pay for food supplies and staff preparation time and wages. These CDBG funds are proposed to be 30% of the total Take Home Terrific program budget. The entire program budget for the 12-month period is projected to be $97,000.

Eligibility: Per 24 CFR 570.201(e), public services are eligible for CDBG funding. A public service for senior citizens and disabled persons is considered by HUD as a presumed benefit to low- and moderate-income activity under its limited clientele provisions. This request will be subject to the 15% limitation on funds allocated for public services.

Consolidated Plan: Public services of benefit to the elderly and handicapped individuals are a priority community need.

Other Comments: As an ongoing program, this request is subject to the potential need for the operator to secure replacement funding.

9
CDBG

NAME: City of Midland Parks and Recreation Division Request: $84,000

APPLICANT: Parke & Recreation

Description: Gym (MLK), replace floor in Weight room, Install new security cameras, Pedestrian and Security Lighting at MLK: Installation would be completed by City of Midland Parks Construction crew and vendor contractors.

Budget: MLK multiple projects $84,000

Eligibility: Multi-Purpose Public Facility. Develop public facilities where youth programming, and other community services.

Consolidated Plan: Per 24 CFR 570.201(e), Multi-Purpose Public Facility are eligible for CDBG funding.

Other Comments: The City of Midland Parks and Recreation Divisions are working to provide improvements to the Martin Luther King Community Center and Parks Systems. Improvements to recreational facilities in low-income areas are a high priority objective, as a Community Development need.

10
CDBG

NAME: City of Midland Parks and Recreation Division Request: $200,000

APPLICANT: Parke & Recreation

Description: Create covered outdoor activity patio area at Southeast Senior Center to provide social distancing options. Installation would be completed by City of Midland Parks Construction crew and vendor contractors.

Budget: South East Center: $200,000

Eligibility: Multi-Purpose Public Facility; Develop public facilities where senior programming, and other community services are provided.

Consolidated Plan: Per 24 CFR 570.201(e), Multi-Purpose Public Facility are eligible for CDBG funding.

Other Comments: The City of Midland Parks and Recreation Divisions are working to provide improvements to the South East Community Center. Improvements to recreational facilities in low-income areas are a high priority objective, as a Community Development need.

11

NAME: Midland Parker Place Infrastructure Project Request: $75,000

APPLICANT: Midland Parker Place Senior Apartments

Description: Midland Parker Place Infrastructure Project plans would provide for the removal and replacement of current facility parking lot which is 25-year-old and needs major repairs. The objective of the project is to help revitalize the developments parking area for residents and prevent tripping hazards. The parking area is Located in the center of the property and is this the central hub for residents moving about.

Budget: Midland Parker Place Senior Apartments is asking the City of Midland Community Development Block Grant to assist in providing $75,000 to complete the resurfacing of the parking area for its 40 units facility. The total cost of project is $78,960.

Eligibility: Per 24 CFR 570.201(m), Parking facility repairs needed for a L/M income Housing development. (HUD) affordable rent development.

Consolidated Plan: Facility repairs needed for a L/M income Housing.

Other Comments: The infrastructure project is located within a low-moderate income census tract and the CDBG target area.

NOTE: The CDBG office has assessed the applications and recommend funding in the amounts above. Please examine this offices recommendation with the applicant's request sent last week. HUD has not announced the overall funding amounts for entitlement cities starting PY2022; therefore, program funding may be adjusted to entitlement grant appropriations.

NOTE: Matrix codes are used to indicate—but do not establish—activity eligibility. An activity must be eligible in accordance with the regulations at 24 CFR 570.201 – 570.207 for Entitlements. Grantees need to refer to the regulations to determine an activity's eligibility; the codes defined below are used in IDIS On-Line chiefly to categorize activities for reporting purposes:

050, Mental Health Services
05M, Health Services
05B, Services for Persons with Disabilities
05A, Senior Services
03C, Homeless Facilities (not operating costs)

Quick Guide to CDBG Eligible Activities to Support Infectious Disease Response
March 13, 2020

Grantees should coordinate with local health authorities before undertaking any activity to support state or local pandemic response. Grantees may use Community Development Block Grant (CDBG) funds for a range of eligible activities that prevent and respond to the spread of infectious diseases such as the coronavirus disease 2019 (COVID-19).

Examples of Eligible Activities to Support Infectious Disease Response

For more information, refer to applicable sections of the Housing and Community Development Act of 1974 (for State CDBG Grantees) and CDBG regulations (for Entitlement CDBG grantees).	
Buildings and Improvements, Including Public Facilities	
Acquisition, construction, reconstruction, or installation of public works, facilities, and site or other improvements. *See section 105(a)(2) (42 U.S.C. 5305(a)(2)); 24 CFR 570.201(c).*	Construct a testing and diagnosis, or treatment facility.
	Rehabilitate a community facility to establish an infectious disease treatment clinic.
	Acquire and rehabilitate, or construct, a group living facility that may be used to centralize patients undergoing treatment.
Rehabilitation of buildings and improvements (including interim assistance). *See section 105(a)(4) (42 U.S.C. 5305(a)(4)); 24 CFR 570.201(f); 570.202(b).*	Rehabilitate a commercial building or closed school building to establish an infectious disease treatment clinic, e.g., by replacing the HVAC system.
	Acquire, and quickly rehabilitate (if necessary) a motel or hotel building to expand capacity of hospitals to accommodate isolation of patients during recovery.
	Make interim improvements to private properties to enable an individual patient to remain quarantined on a temporary basis.
Assistance to Businesses, including Special Economic Development Assistance	
Provision of assistance to private, for-profit entities, when appropriate to carry out an economic development project. *See section 105(a)(17) (42 U.S.C. 5305(a)(17)); 24 CFR 570.203(b).*	Provide grants or loans to support new businesses or business expansion to create jobs and manufacture medical supplies necessary to respond to infectious disease.
	Avoid job loss caused by business closures related to social distancing by providing short-term working capital assistance to small businesses to enable retention of jobs held by low- and moderate-income persons.
Provision of assistance to microenterprises. *See section 105(a)(22) (42 U.S.C. 5305(a)(22)); 24 CFR 570.201(o).*	Provide technical assistance, grants, loans, and other financial assistance to establish, stabilize, and expand microenterprises that provide medical, food delivery, cleaning, and other services to support home health and quarantine.

Public Services (Capped at 15 Percent of the Grant, With Some Exceptions)	
Provision of new or quantifiably increased public services. *See section 105(a)(8) (42 U.S.C. 5305(a)(8)); 24 CFR 570.201(e).*	Carry out job training to expand the pool of health care workers and technicians that are available to treat disease within a community.
	Provide testing, diagnosis or other services at a fixed or mobile location.
	Increase the capacity and availability of targeted health services for infectious disease response within existing health facilities.
	Provide equipment, supplies, and materials necessary to carry-out a public service.
	Deliver meals on wheels to quarantined individuals or individuals that need to maintain social distancing due to medical vulnerabilities.
Planning, Capacity Building, and Technical Assistance	
States only: Planning grants and planning only grants. *See section 105(a)(12).*	Grant funds to units of general local government may be used for planning activities in conjunction with an activity, they may also be used for planning only as an activity. These activities must meet or demonstrate that they would meet a national objective. These activities are subject to the State's 20 percent administration, planning and technical assistance cap.
States only: use a part of to support TA and capacity building. *See section 106(d)(5) (42 U.S.C. 5306(d)(5).*	Grant funds to units of general local government to hire technical assistance providers to deliver CDBG training to new subrecipients and local government departments that are administering CDBG funds for the first time to assist with infectious disease response. This activity is subject to the State's 3 percent administration, planning and technical assistance cap.
Entitlement only. data gathering, studies, analysis, and preparation of plans and the identification of actions that will implement such plans. *See 24 CFR 570.205.*	Gather data and develop non-project specific emergency infectious disease response plans.

Planning Considerations

Infectious disease response conditions rapidly evolve and may require changes to the planned use of funds:

- CDBG grantees must amend their Consolidated Annual Action Plan when there is a change to the allocation priorities or method of distribution of funds; an addition of an activity not described in the plan; or a change to the purpose, scope, location, or beneficiaries of an activity (24 CFR 91.505).
- If the changes meet the criteria for a "substantial amendment" in the grantee's citizen participation plan, the grantee must follow its citizen participation process for amendments (24 CFR 91.105 and 91.115).

Related Resources

The Department has technical assistance providers that may be available to assist grantees in their implementation of CDBG Funds for activities to prevent or respond to the spread of infectious disease.

Ask A Question

Submit your questions to your local CPD Field Office Director. For contact information, please visit https://www.hud.gov/program_offices/comm_planning/staff

City Council Meeting

Item Number: 24

Meeting Date: May 24, 2022

To: City Council / City Manager

From: Tina Jauz, Assistant City Manager

Subject: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, APPROVING THE REDISTRICTING OF THE CITY OF MIDLAND'S SINGLE-MEMBER COUNCIL DISTRICTS; ESTABLISHING NEW DISTRICT BOUNDARY LINES FOR THE CITY OF MIDLAND'S CITY COUNCIL ELECTIONS BASED ON 2020 CENSUS DATA; AND PROVIDING FOR AN EFFECTIVE DATE (DISTRICT: ALL) (CITY MANAGER)

Purpose:

Resolution approving the redistricting of the city's single-member city council districts and establishing new district boundary lines based on 2020 census data for Midland City Council elections; and providing for an effective date.

Recommended City Council Action:

Approve

Fiscal Impact:

None

Discussion:

On February 8, the City Council held a briefing session where Bickerstaff, Heath, Delgado, Acosta, LLP presented the Initial Assessment of the City of Midland single-member City Council Districts based on 2020 Census data. On February 22, the City Council adopted two resolutions which established guidelines for persons submitting redistricting proposals and providing comments and set criteria for use in the redistricting process. on March 24, the City Council received a presentation to discuss example plans. On April 26, the City Council held two public hearings to receive comments from the public regarding the sample plans.

Bickerstaff, Heath, Delgado, Acosta, LLP presented three plans (A, B, & C). The next step is for the City Council to vote on the adoption of one of those plans. The new City Council single-member districts would go into effect immediately.

According to the 2020 United States Census data, the City of Midland Council Member Districts are not of sufficiently equal population and must be redrawn to comply with the one-person, one-vote principle established by the United States Constitution. Redistricting is required when there is a population deviation of more than 10 percent between the most populous and least populous districts. City of Midland Council District 1 is the most populous and District 3 is the least populous district. The deviation between these two districts is 32.17 percent. As a result, redistricting is needed to balance the single-member districts.

Morris Williams Jr.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, APPROVING THE REDISTRICTING OF THE CITY OF MIDLAND'S SINGLE-MEMBER COUNCIL DISTRICTS; ESTABLISHING NEW DISTRICT BOUNDARY LINES FOR THE CITY OF MIDLAND'S CITY COUNCIL ELECTIONS BASED ON 2020 CENSUS DATA; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the results of the 2020 federal Census have been considered and indicate that the City of Midland's single-member council districts are sufficiently out of population balance to require redistricting to comply with the "one-person, one-vote" equal population principle established by the U.S. Constitution; and

WHEREAS, the City of Midland (the "*City*") engaged the law firm of Bickerstaff Heath Delgado Acosta LLP to act as the City's redistricting consultant, including advising and assisting the City Council in preparation of a new redistricting plan that complies with applicable requirements of state and federal law; and

WHEREAS, on February 22, 2022, the City Council adopted redistricting criteria to assist the City and the public in developing redistricting plans that comply with applicable state and federal law, and the adopted redistricting criteria was applied in the development of the City's new redistricting plan; and

WHEREAS, on February 22, 2022, the City Council adopted redistricting guidelines regarding the submission of comments and proposed plans by the public to ensure the ability of the City to timely receive and adequately consider the same; and

WHEREAS, during the redistricting process, the City provided notice to the public of its proposed discussions and development of a redistricting plan through meeting agendas that were posted in compliance with the Texas Open Meetings Act; and

WHEREAS, the City Council considered (i) proposed redistricting plans at City Council meetings on March 24, 2022, April 26, 2022, and May 24, 2022, and at public hearings held on April 26, 2022, (ii) advice from the City's redistricting consultant, and (iii) various proposed plans regarding the appropriate reconfiguration of the single-member council districts; and

WHEREAS, the City Council finds that the attached City Council District Redistricting Plan complies with the City's adopted redistricting criteria and applicable state and federal law, and that it is in the best interest of the citizens of the City to adopt said plan;

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

SECTION ONE. That the existing single-member council district boundary lines for the

City of Midland are hereby amended, and the City Council District Redistricting Plan depicted on the map attached hereto as **Exhibit A**, defining new districts as such new districts are further described in the tables attached hereto as **Exhibit B**, reporting populations and demographic statistics for each such new district, is hereby adopted and designated to define the City's single-member council districts from and after the effective date of this Resolution; that **Exhibit A** and **Exhibit B** are incorporated herein for all purposes, and shall be kept on file in the City Secretary's Office.

SECTION TWO. That this Resolution shall take and be given effect immediately; and that hereafter all City Council elections shall be held under and in accordance with the City Council District Redistricting Plan until such time as a subsequent lawfully-enacted districting plan shall be adopted to replace it.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO FORM ONLY:

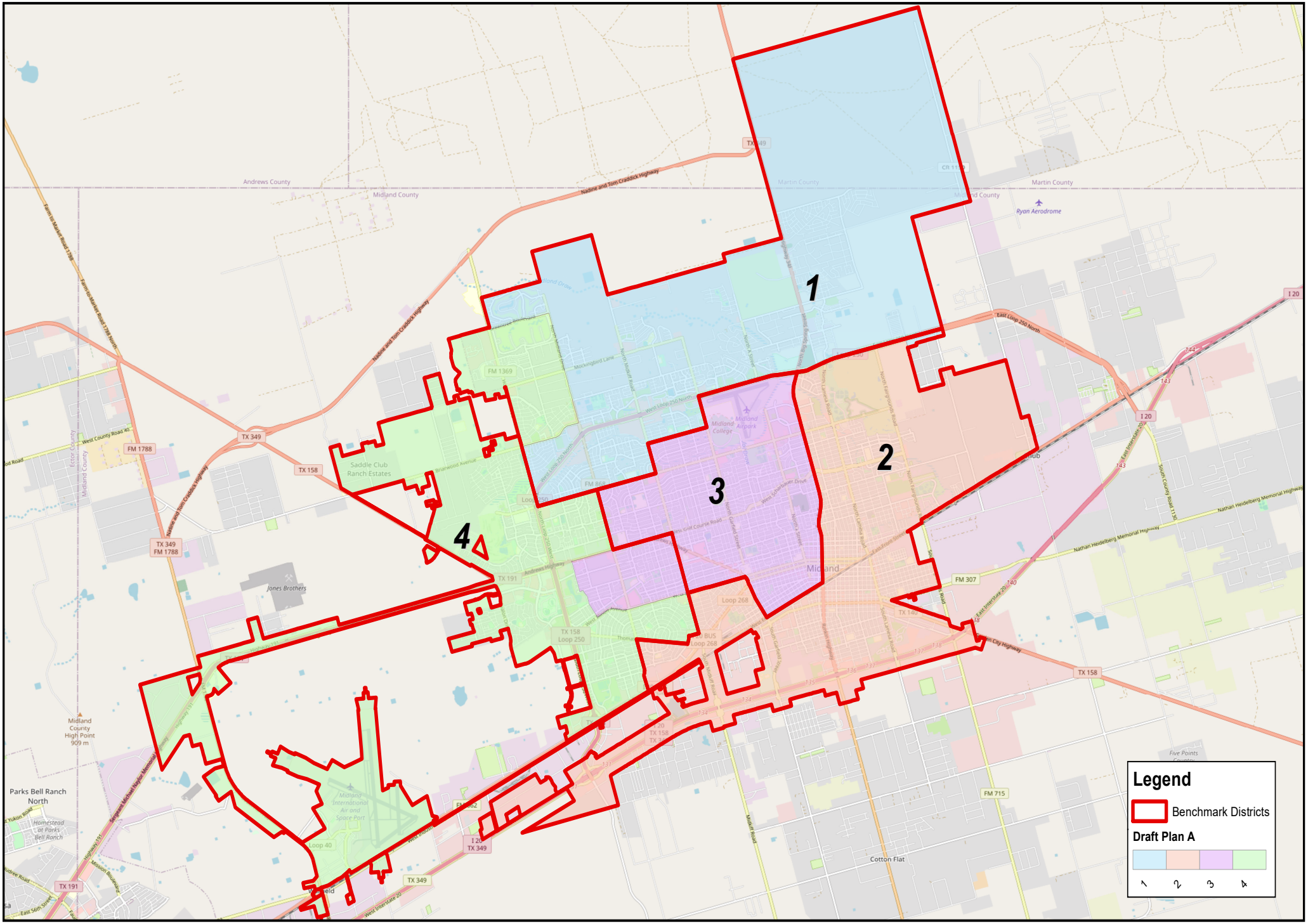
_____
John Ohnemiller, City Attorney

EXHIBIT A

Maps

EXHIBIT B

Tables



PACKET 24.7 May 24, 2022

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Created: 2/7/2022

Differences between the Benchmark Boundary and the 2021 Census Geography.

Midland City Council Districts
2022 Draft Plan A

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Data Source: Roads, Water and other features obtained from the 2020 Tiger/line files, U.S. Census Bureau

Plan Name: Midland City:Council Districts - Plan A

Demographics Report - Detailed 2020 Census Voting Age Population

Plan Last Edited on: 3/3/2022 5:32:56 PM

District	Total VAP	Hispanic VAP	% Hispanic VAP	Anglo VAP	% Anglo VAP	Black VAP	% Black VAP	Asian VAP	% Asian VAP	AM IND NATIVE VAP	% AM IND NATIVE VAP	HAW/PAC VAP	% HAW/PAC VAP	Other VAP	% Other VAP	Two or More Races VAP	% Two or more VAP
1	24,531	6,885	28.07%	14,919	60.82%	1,300	5.30%	631	2.57%	108	0.44%	26	0.11%	100	0.41%	563	2.30%
2	22,723	15,087	66.40%	3,487	15.35%	3,505	15.42%	204	0.90%	79	0.35%	8	0.04%	67	0.29%	285	1.25%
3	25,257	7,358	29.13%	14,973	59.28%	1,363	5.40%	617	2.44%	135	0.53%	14	0.06%	99	0.39%	698	2.76%
4	23,931	7,912	33.06%	13,051	54.54%	1,163	4.86%	947	3.96%	99	0.41%	40	0.17%	61	0.25%	658	2.75%
TOTALS:	96,442	37,242	38.62%	46,430	48.14%	7,331	7.60%	2,399	2.49%	421	0.44%	88	0.09%	327	0.34%	2,204	2.29%

* VAP - Voting Age Population

Some percentages may be subject to rounding errors.

Plan Name: Midland City:Council Districts - Plan A

Bickerstaff Heath Delgado Acosta LLP

Demographics Report - Detailed 2020 Census Total Population

Plan Last Edited on: 3/3/2022 5:32:56 PM

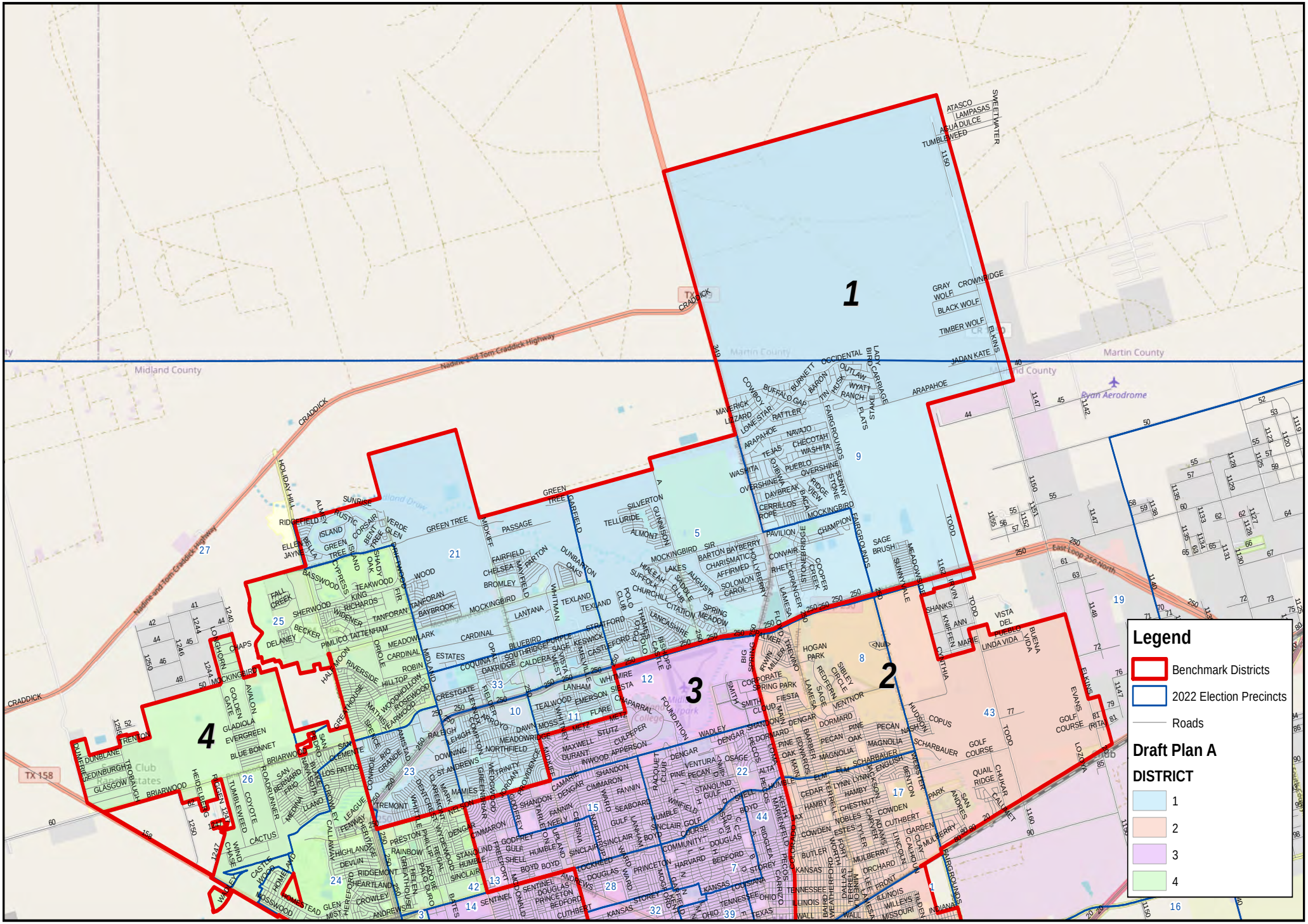
District	Persons	Ideal Size	Deviation	Hispanic	Hispanic % of Total Population	ANGLO	Non-Hispanic Anglo % of Total Population	Black	Black % of Total Population	Asian	Asian % of Total Population	AM Indian Native	IND / NAT % TOT Pop.	Haw Pac. Isl.	HAW/ PAC % of Tota Pop.	Other	Other % of Total Pop.	Two or More Races	Two or More Races % Tot Pop
1	33,010	33,123	-0.34%	10,062	30.48%	18,992	57.53%	1,881	5.70%	845	2.56%	145	0.44%	39	0.12%	120	0.36%	927	2.81%
2	32,175	33,123	-2.86%	22,169	68.90%	4,424	13.75%	4,584	14.25%	321	1.00%	104	0.32%	13	0.04%	105	0.33%	452	1.40%
3	33,880	33,123	2.29%	10,906	32.19%	18,874	55.71%	1,818	5.37%	902	2.66%	168	0.50%	27	0.08%	134	0.40%	1,051	3.10%
4	33,427	33,123	0.92%	12,020	35.96%	17,137	51.27%	1,630	4.88%	1,354	4.05%	129	0.39%	48	0.14%	114	0.34%	998	2.99%
TOTAL:	132,492			55,157	41.63%	59,427	44.85%	9,913	7.48%	3,422	2.58%	546	0.41%	127	0.10%	473	0.36%	3,428	2.59%

Ideal Size: 132492 / 4 = 33123

Total Population: 132,492

Overall Deviation: 5.15%

Some percentages may be subject to rounding errors.



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Midland City Council Districts
2022 Draft Plan A
District 1

Created: 2/7/2022

Differences between the Benchmark Boundary and the 2021 Census Geography.

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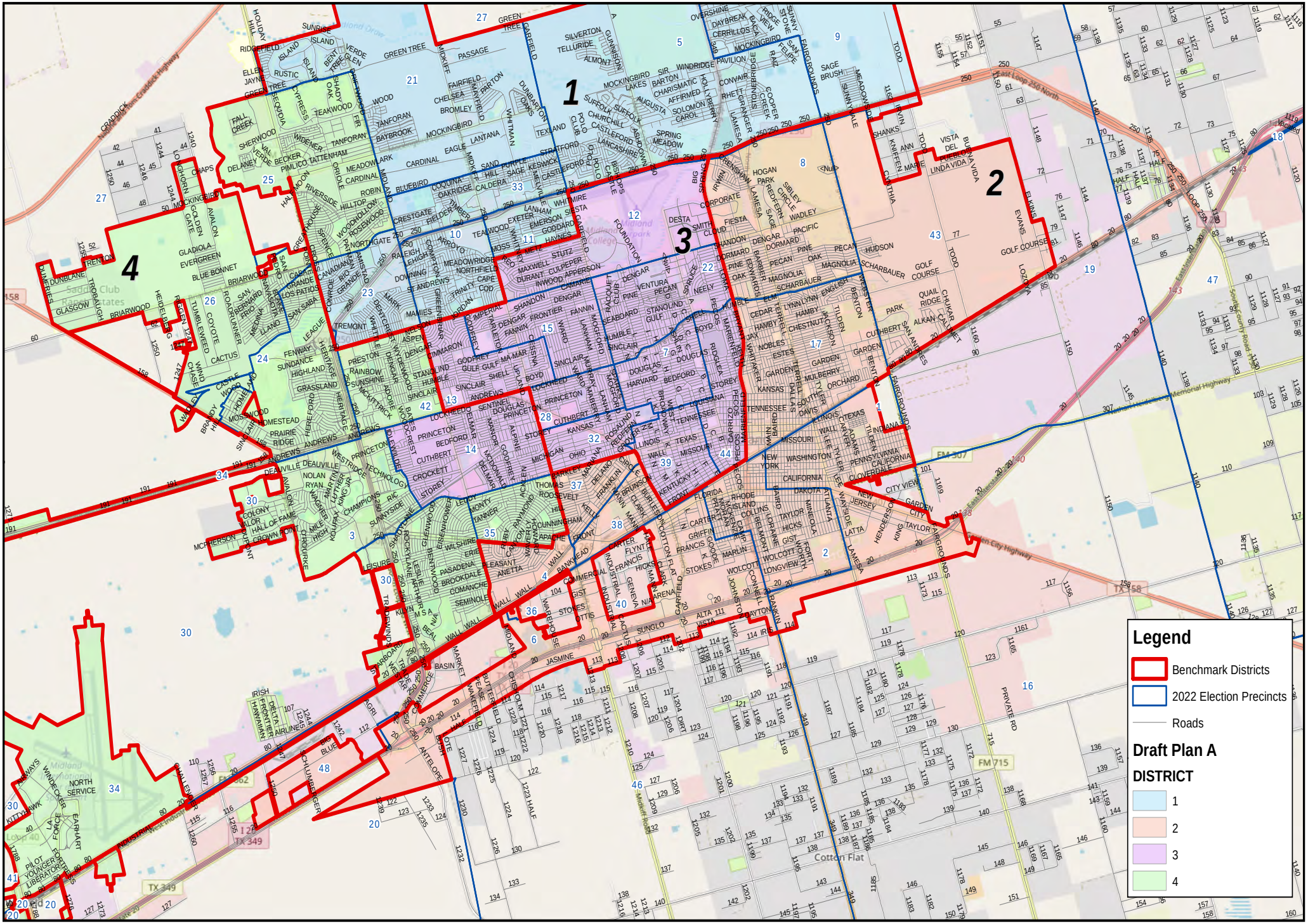
Data Source: Roads, Water and other features obtained from the 2020 Tiger/line files, U.S. Census Bureau



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Midland City Council Districts
2022 Draft Plan A
District 2

Created: 2/7/2022

Differences between the Benchmark Boundary and the 2021 Census Geography.

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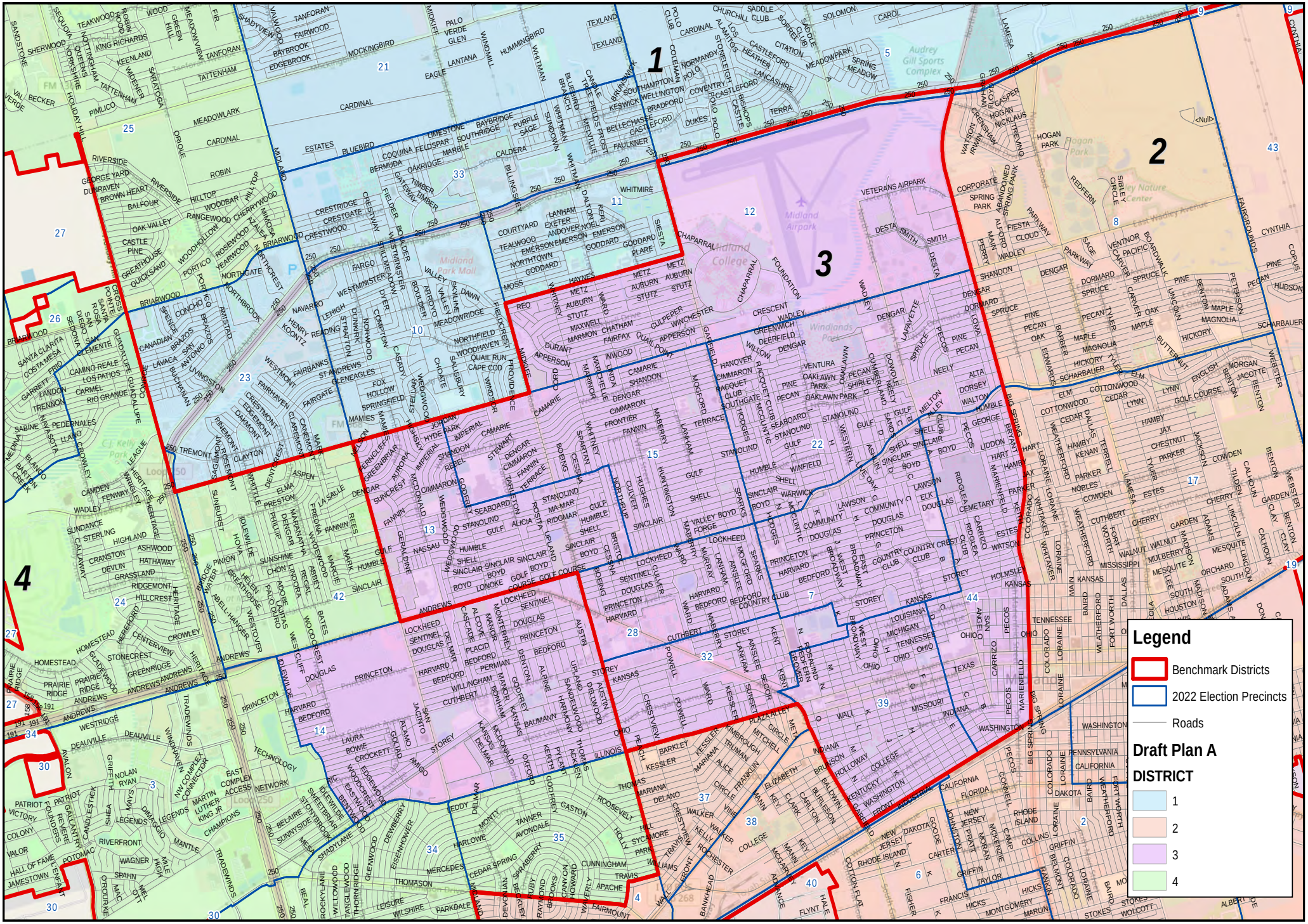

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Midland City Council Districts
2022 Draft Plan A
District 3

Created: 2/7/2022

Differences between the Benchmark Boundary and the 2021 Census Geography.

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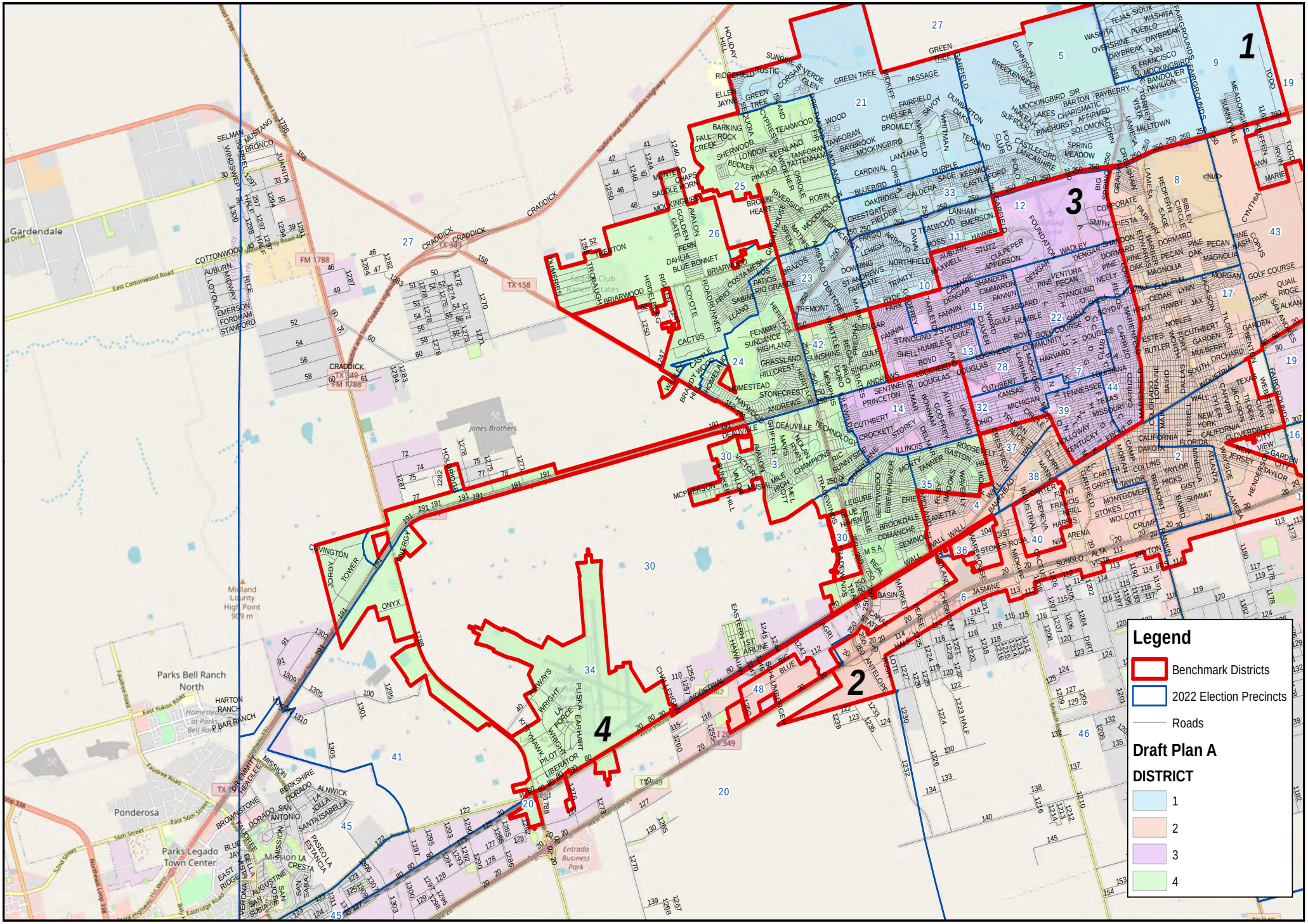

Midland City Council Districts
2022 Draft Plan A
District 4

Created: 2/7/2022

Differences between the Benchmark Boundary and the 2021 Census Geography.

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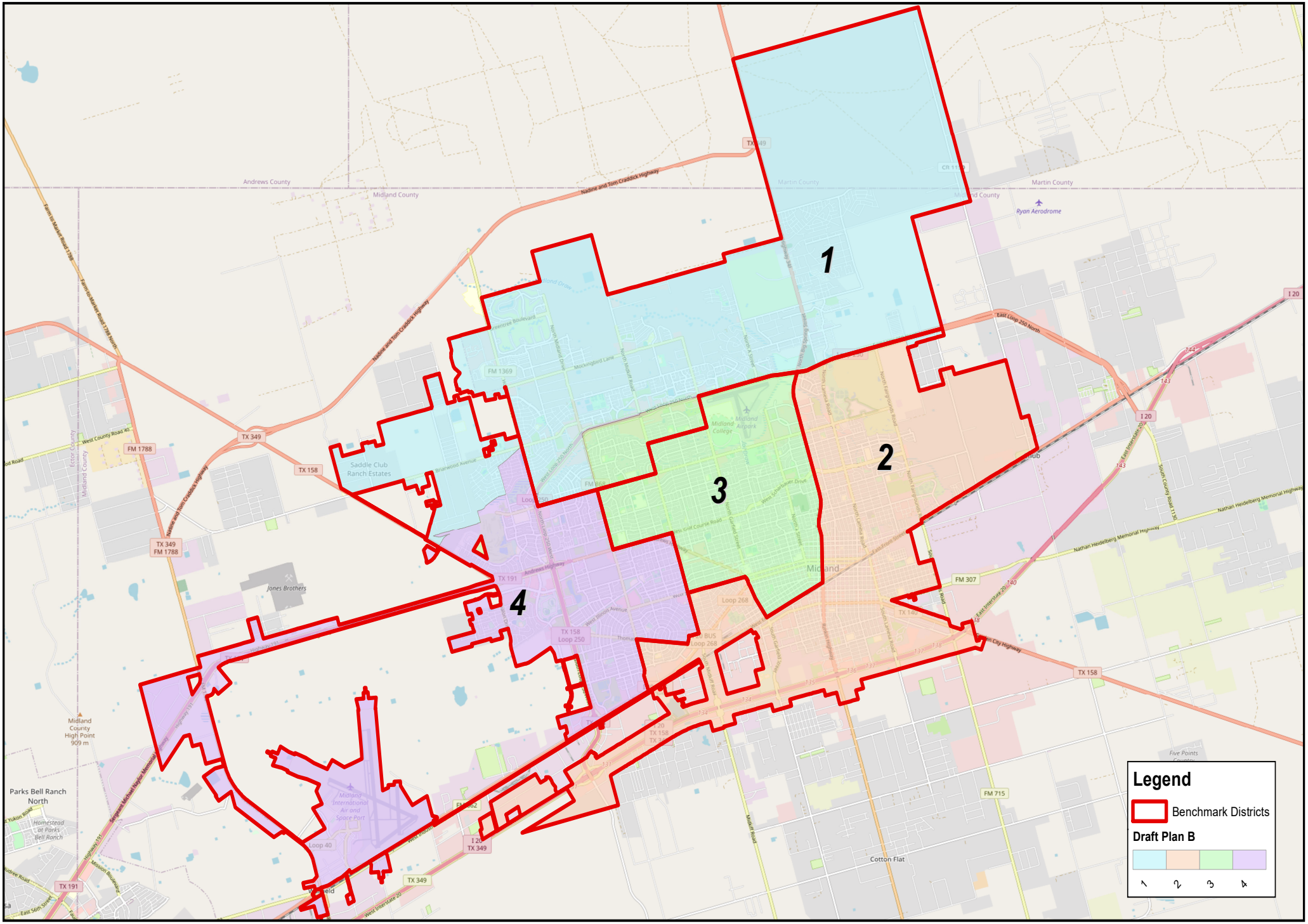

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Created: 2/7/2022

Differences between the Benchmark Boundary and the 2021 Census Geography.

Midland City Council Districts
2022 Draft Plan B

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Data Source: Roads, Water and other features obtained from the 2020 Tiger/line files, U.S. Census Bureau

Plan Name: Midland City:Council Districts - Plan B

Demographics Report - Detailed 2020 Census Voting Age Population

Plan Last Edited on: 3/3/2022 5:30:33 PM

District	Total VAP	Hispanic VAP	% Hispanic VAP	Anglo VAP	% Anglo VAP	Black VAP	% Black VAP	Asian VAP	% Asian VAP	AM IND NATIVE VAP	% AM IND NATIVE VAP	HAW/PAC VAP	% HAW/PAC VAP	Other VAP	% Other VAP	Two or More Races VAP	% Two or more VAP
1	24,387	6,363	26.09%	15,538	63.71%	1,075	4.41%	624	2.56%	83	0.34%	13	0.05%	80	0.33%	612	2.51%
2	22,723	15,087	66.40%	3,487	15.35%	3,505	15.42%	204	0.90%	79	0.35%	8	0.04%	67	0.29%	285	1.25%
3	25,159	6,889	27.38%	15,425	61.31%	1,316	5.23%	592	2.35%	143	0.57%	20	0.08%	112	0.45%	662	2.63%
4	24,173	8,903	36.83%	11,980	49.56%	1,435	5.94%	979	4.05%	116	0.48%	47	0.19%	68	0.28%	645	2.67%
TOTALS:	96,442	37,242	38.62%	46,430	48.14%	7,331	7.60%	2,399	2.49%	421	0.44%	88	0.09%	327	0.34%	2,204	2.29%

* VAP - Voting Age Population

Some percentages may be subject to rounding errors.

Plan Name: Midland City:Council Districts - Plan B

Demographics Report - Detailed 2020 Census Total Population

Plan Last Edited on: 3/3/2022 5:34:56 PM

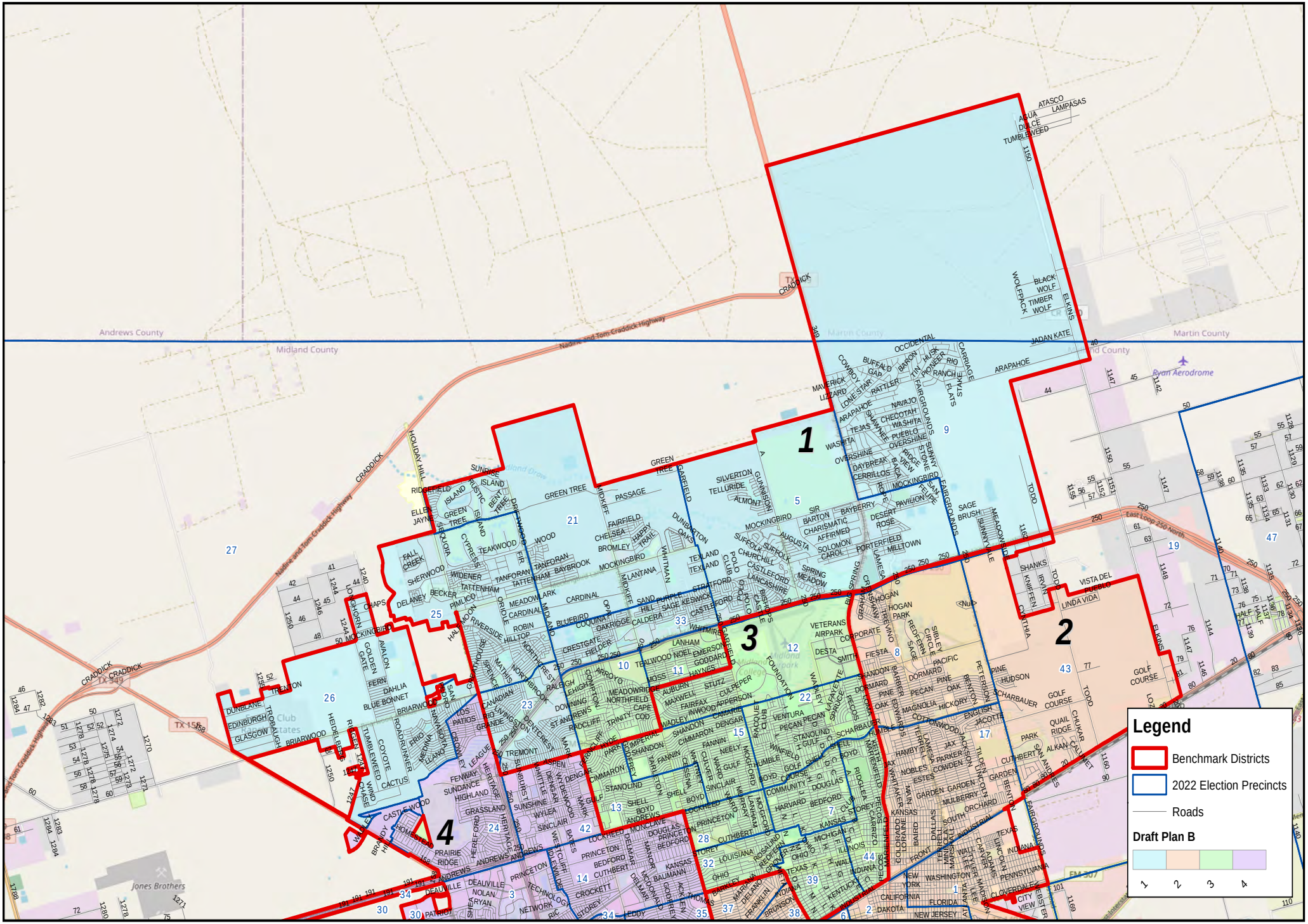
District	Persons	Ideal Size	Deviation	Hispanic	Hispanic % of Total Population	ANGLO	Non-Hispanic Anglo % of Total Population	Black	Black % of Total Population	Asian	Asian % of Total Population	AM Indian Native	IND / NAT % TOT Pop.	Haw Pac. Isl.	HAW/ PAC % of Tota Pop.	Other	Other % of Total Pop.	Two or More Races	Two or More Races % Tot Pop
1	33,492	33,123	1.11%	9,482	28.31%	20,276	60.54%	1,603	4.79%	845	2.52%	112	0.33%	25	0.07%	115	0.34%	1,037	3.10%
2	32,175	33,123	-2.86%	22,169	68.90%	4,424	13.75%	4,584	14.25%	321	1.00%	104	0.32%	13	0.04%	105	0.33%	452	1.40%
3	33,354	33,123	0.70%	10,043	30.11%	19,405	58.18%	1,736	5.20%	840	2.52%	175	0.52%	34	0.10%	141	0.42%	980	2.94%
4	33,471	33,123	1.05%	13,463	40.22%	15,322	45.78%	1,990	5.95%	1,416	4.23%	155	0.46%	55	0.16%	112	0.33%	959	2.87%
TOTAL:	132,492			55,157	41.63%	59,427	44.85%	9,913	7.48%	3,422	2.58%	546	0.41%	127	0.10%	473	0.36%	3,428	2.59%

Ideal Size: 132492 / 4 = 33123

Total Population: 132,492

Overall Deviation: 3.98%

Some percentages may be subject to rounding errors.



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Midland City Council Districts
2022 Draft Plan B
District 1

Created: 2/7/2022

Differences between the Benchmark Boundary and the 2021 Census Geography.

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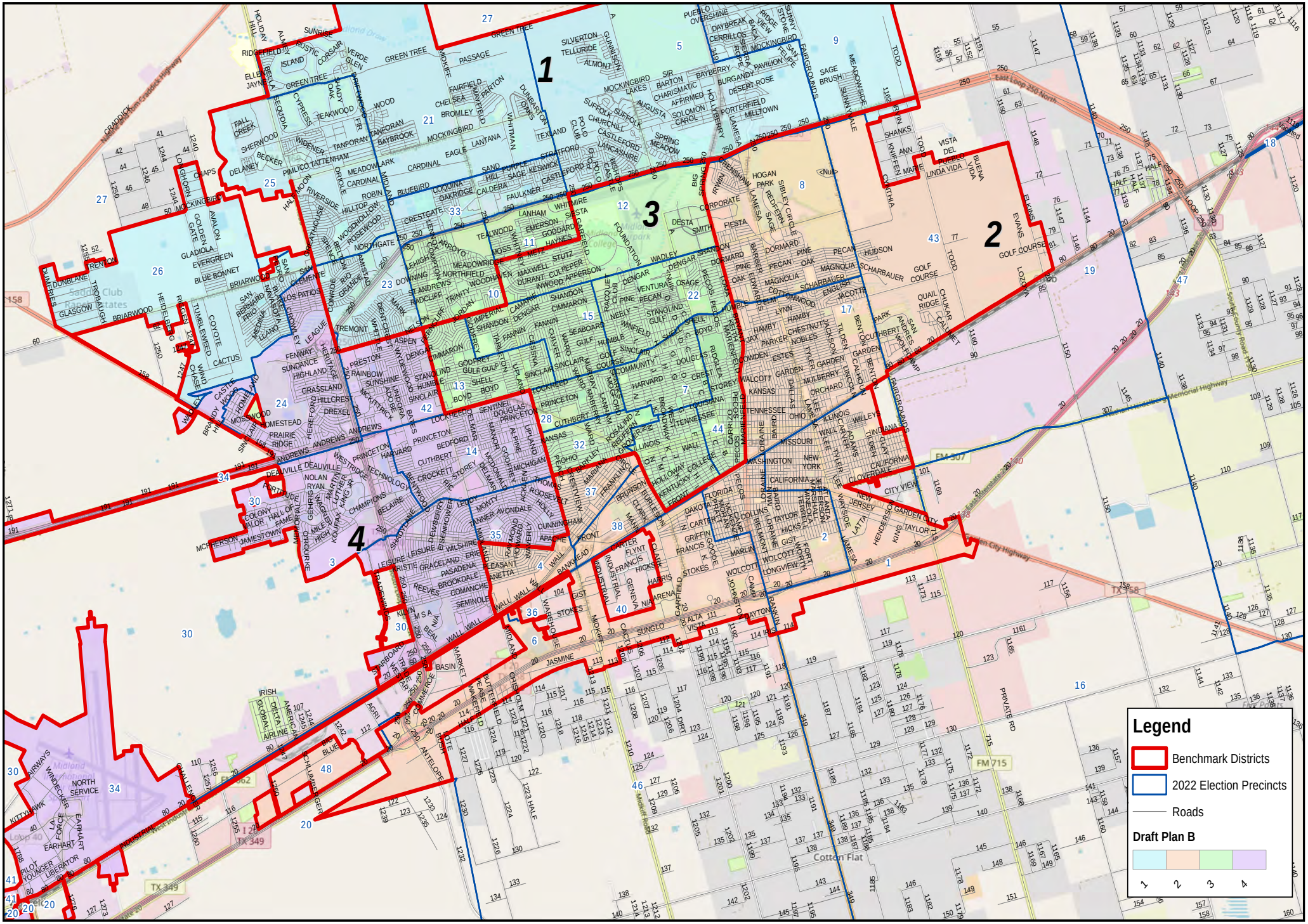
Data Source: Roads, Water and other features obtained from the 2020 Tiger/line files, U.S. Census Bureau



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Created: 2/7/2022

Differences between the Benchmark Boundary and the 2021 Census Geography.

Midland City Council Districts
2022 Draft Plan B
District 2

May 24, 2022

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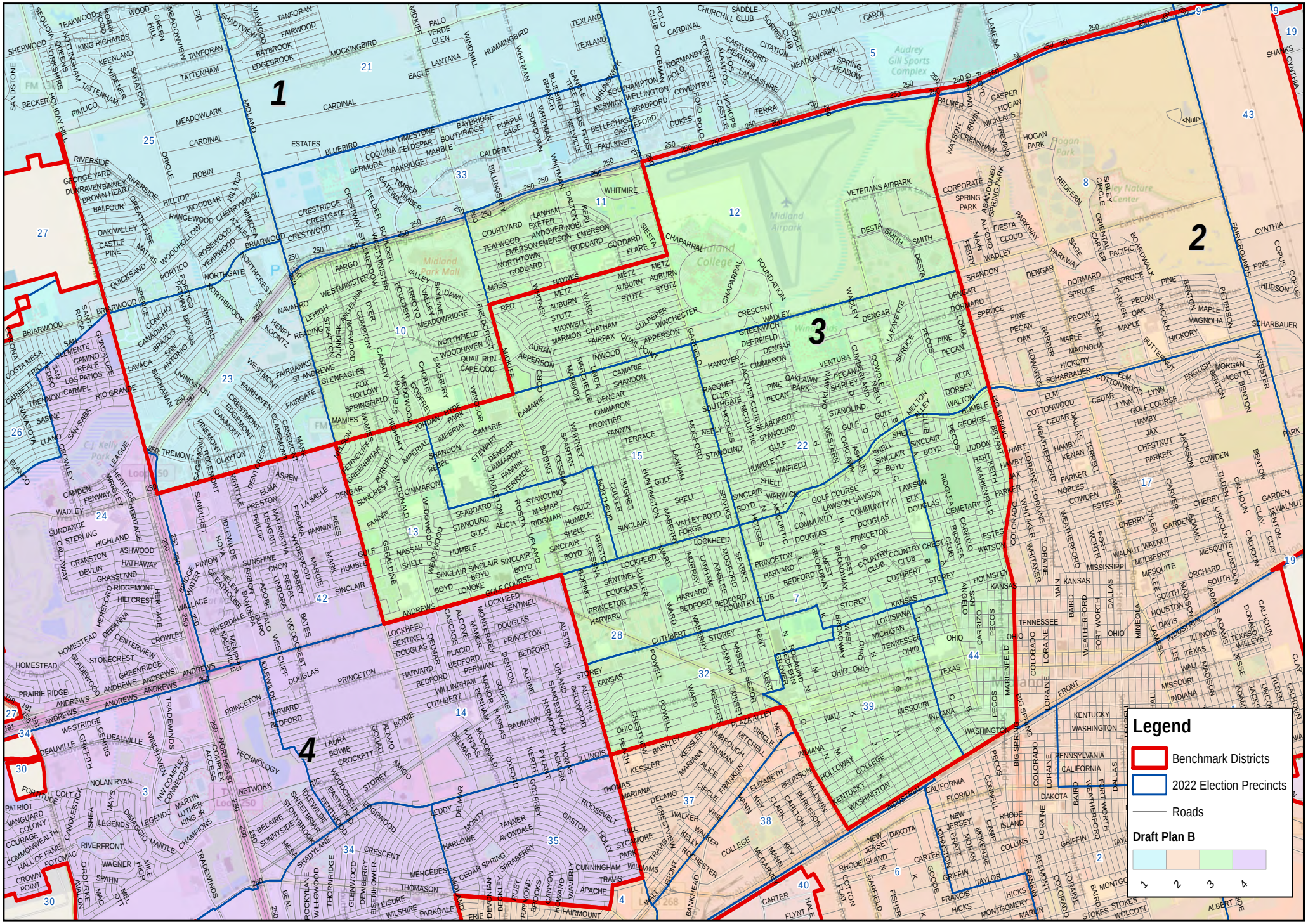
Data Source: Roads, Water and other features obtained from the 2020 Tiger/line files, U.S. Census Bureau



0 0.35 0.7 1.4 Miles

Midland City Council Districts
2022 Draft Plan B
District 3

Created: 2/7/2022

Differences between the Benchmark Boundary and the 2021 Census Geography.

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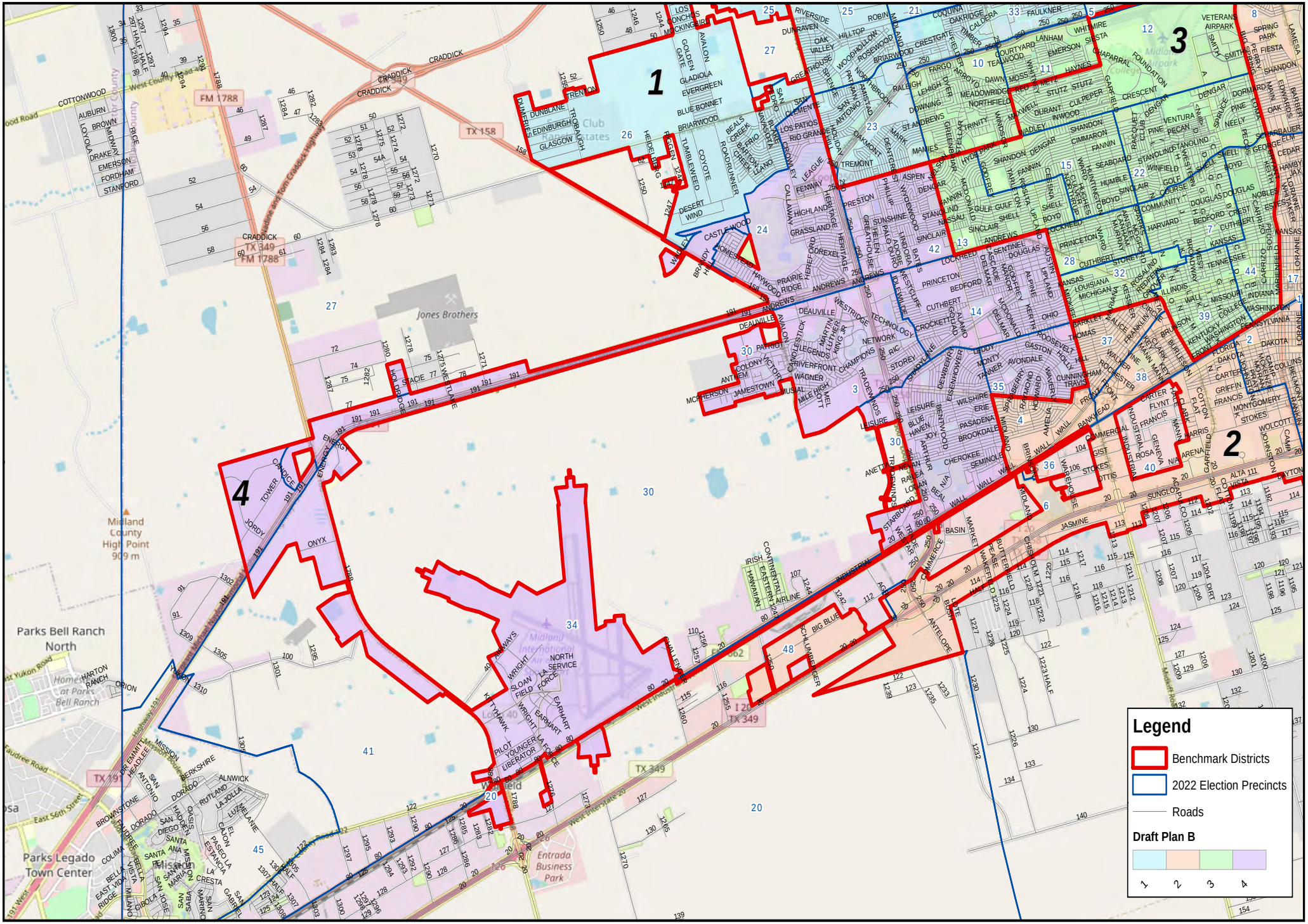
Data Source: Roads, Water and other features obtained from the 2020 Tiger/line files, U.S. Census Bureau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Legend
Benchmark Districts
2022 Election Precincts
Roads
Draft Plan B
1
2
3
4
Midland International Air & Space Port
Midland County High Point 909 m
Jones Brothers
Parks Bell Ranch North
Parks Legado Town Center
Entrada Business Park
Home at Parks Bell Ranch
Midland Country Club
Ranch Estates
FM 1788
TX 158
TX 349
TX 191
CRADDICK
COTTONWOOD
AUBURN
BROWN
LOYOLA
MIDWAY
DRAKE
EMERSON
FORDHAM
STANFORD
RICE
DUNBLANE
EDINBURGH
GLASGOW
TRENTON
LOS CONCHOS
MOCKINGBIRD
GOLDEN GATEN
AVALON
GLADIOLA
EVERGREEN
BLUE BONNET
BRIARWOOD
BEALS CREEK
B. FRIO
MARFA
CARRIZO
CREEK
ILANO
TUMBLEWEED
COYOTE
ROADRUNNER
DESERT WIND
HEIDELBERG
REGEN
CASTLEWOOD
HOMESTEAD
WALNEY
BRADY
HAYWOOD RIDGE
PRAIRIE
HEREFORD
DEAUVILLE
ANDREWS
WESTRIDGE
TECHNOLOGY
NETWORK
RIC
STOREY
STRADDLE
PATRIOT
COLONY
VICTORY
ANTHEM
MCPHERSON
JAMESTOWN
WAGNER
MUSIAL
MILE HIGH
MOTT
MEL
RIVERFRONT
CHAMPIONS
LEGENDS
MARTIN LUTHER KING JR
TRADEMINDS
LEISURE
BLUE HAVEN
JOY
BRENTWOOD
BROOKDALE
PASADENA
WILSHIRE
ERIE
CHEROKEE
SEMINOLE
ARTHUR
ANETTA
STARBOARD
TRADEWINDS
NEVADA
RALEIGH
LOMAX
BEAL
WALL
MIDLAND
BRISTOL
BASIN
MARKET
COMMERCE
INDUSTRIAL
AGGIE
IRISH
CONTINENTAL
EASTERN
HAWAIIAN
AIRLINE
WRIGHT
SLOAN
FIELD
NORTH
SERVICE
LA FORCE
EARHART
KITTYHAWK
PILOT
YOUNGER
LIBERATOR
CHALLENGER
BIG BLUE
SCHLUMBERGER
ANTELOPE
LOCKHEED
PRINCETON
BEDFORD
CUTHBERT
GOLIAD
ALAMO
DELMAR
MANOR
GODFREY
ALPINE
NORTH
UPLAND
OHIO
ROOSEVELT
GASTON
HOLLY
HILL
CUNNINGHAM
TRAVIS
FRONT
ROCHESTER
BANKHEAD
COMMERCIAL
INDUSTRIAL
GENEVA
ROSA
N/A ARENA
GIST
STOKES
OTTIS
WAREHOUSE
JASMINE
CHISHOLM
BUTTERFIELD
PEASE
WAKEFIELD
HALEY
LOTT
BOOST
SUNGLOW
ALTA VISTA
DIRT
CRESTGATE
FIELDER
ARROYO
DAWN
MOSS
TEAKWOOD
COURTYARD
LANHAM
EMERSON
SIESTA
WHITMIRE
CHAPARRAL
FOUNDATION
CRESCENT
DENGAR
VENTURA
PINE
PECAN
NEELY
CIMMARON
FANNIN
SEABOARD
HUMBLE
SINCLAIR
GULF
SHELL
BOYD
COMMUNITY
GOLF COURSE
WINFIELD
STANOLIND
DOUGLAS
BEDFORD CREST
CARRIZO SPRINGS
VETERANS AIRPARK
SPRING PARK
FIESTA
SHANDON
LAMESA
EDWARDS
BARBER
HAWBY
JAX
LORAINE
MONTGOMERY
STOKES
WOLCOTT
JOHNSTON
DAYTON
CAMP
GRIFFIN
FRANCIS
COTTON
FLAT
CLARK
MANN
HARRIS
GARFIELD
ALTA VISTA
SUNGLOW
DIRT
MISSION
BERKSHIRE
ALNWICK
RUTLAND
LA JOLLA
DORADO
BROWNSTONE
OASIS
HADDEN
SAN DIEGO
SANTA ANA
EL CAJON
PASEO LA ESTANCIA
LA CRESTA
MELANIE
LUZ
FELISA
SAN ANTONIO
SAN MARIA
SAN JOSE
SAN SABA
SAN GABRIEL
SAN MARINO
CIBOLA
MILANO
EAST VISTA RIDGE
BELLA VISTA
COLUMBIA
ANDREE
ORION
HARTON RANCH
MISSION
HEADLEE
JORDY
ONYX
TOWER
CANDICE
STACIE
HOLLADAY
WESTLANE
ENERGY
West Industrial
West Interstate 20
East 56th Street
West Yukon Road
Faudree Road
Midland Country Club Road
Midland Airport Boulevard
0
0.5
1
Miles
N
PACKET
24.20
May 24, 2022
Midland City Council Districts
2022 Draft Plan B
District 4
Created: 2/7/2022
Differences between the Benchmark Boundary and the 2021 Census Geography.
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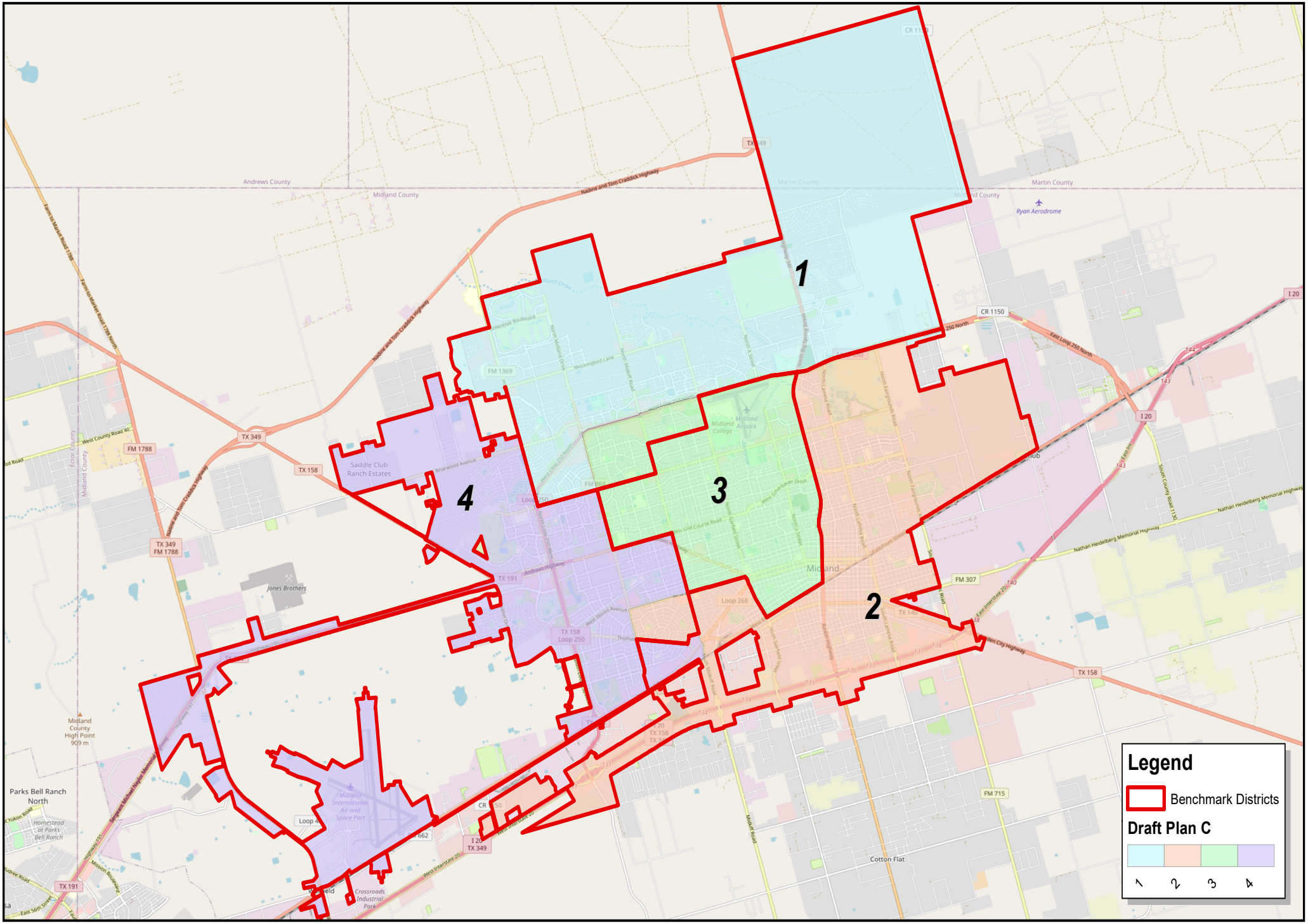
Data Source: Roads, Water and other features obtained from the 2020 Tiger/line files, U.S. Census Bureau



0 1 2 4 Miles

Midland City Council Districts
2022 Draft Plan C

Created: 3/28/2022

Differences between the Benchmark Boundary and the 2021 Census Geography.

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Plan Name: Midland City:Council Districts - Plan C

Demographics Report - Detailed 2020 Census Voting Age Population

Plan Last Edited on: 3/28/2022 4:05:22 PM

District	Total VAP	Hispanic VAP	% Hispanic VAP	Anglo VAP	% Anglo VAP	Black VAP	% Black VAP	Asian VAP	% Asian VAP	AM IND NATIVE VAP	% AM IND NATIVE VAP	HAW/PAC VAP	% HAW/PAC VAP	Other VAP	% Other VAP	Two or More Races VAP	% Two or more VAP
1	22,755	6,074	26.69%	14,330	62.98%	1,054	4.63%	574	2.52%	82	0.36%	13	0.06%	75	0.33%	554	2.43%
2	24,292	15,896	65.44%	4,060	16.71%	3,566	14.68%	267	1.10%	90	0.37%	10	0.04%	76	0.31%	326	1.34%
3	25,159	6,889	27.38%	15,425	61.31%	1,316	5.23%	592	2.35%	143	0.57%	20	0.08%	112	0.45%	662	2.63%
4	24,236	8,383	34.59%	12,615	52.05%	1,395	5.76%	966	3.99%	106	0.44%	45	0.19%	64	0.26%	662	2.73%
TOTALS:	96,442	37,242	38.62%	46,430	48.14%	7,331	7.60%	2,399	2.49%	421	0.44%	88	0.09%	327	0.34%	2,204	2.29%

* VAP - Voting Age Population

Some percentages may be subject to rounding errors.

Plan Name: Midland City:Council Districts - Plan C

Bickerstaff Heath Delgado Acosta LLP

Demographics Report - Detailed 2020 Census Total Population

Plan Last Edited on: 3/28/2022 4:05:22 PM

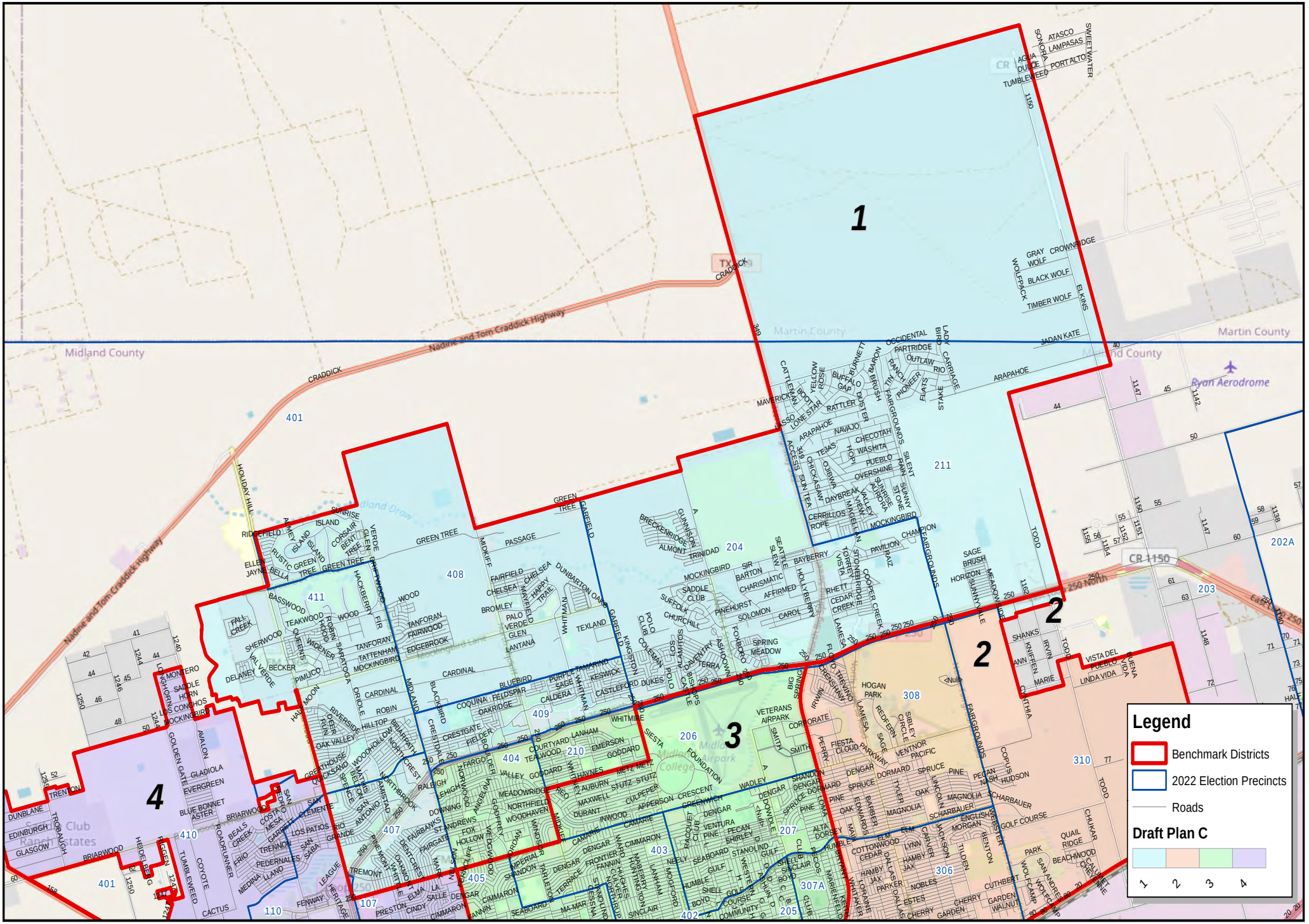
District	Persons	Ideal Size	Deviation	Hispanic	Hispanic % of Total Population	ANGLO	Non-Hispanic Anglo % of Total Population	Black	Black % of Total Population	Asian	Asian % of Total Population	AM Indian Native	IND / NAT % TOT Pop.	Haw Pac. Isl.	HAW/ PAC % of Tota Pop.	Other	Other % of Total Pop.	Two or More Races	Two or More Races % Tot Pop
1	31,075	33,123	-6.18%	8,982	28.90%	18,575	59.77%	1,567	5.04%	772	2.48%	111	0.36%	25	0.08%	106	0.34%	938	3.02%
2	34,308	33,123	3.58%	23,381	68.15%	5,111	14.90%	4,665	13.60%	402	1.17%	118	0.34%	16	0.05%	120	0.35%	492	1.43%
3	33,354	33,123	0.70%	10,043	30.11%	19,405	58.18%	1,736	5.20%	840	2.52%	175	0.52%	34	0.10%	141	0.42%	980	2.94%
4	33,755	33,123	1.91%	12,751	37.78%	16,336	48.40%	1,945	5.76%	1,408	4.17%	142	0.42%	52	0.15%	106	0.31%	1,018	3.02%
TOTAL:	132,492			55,157	41.63%	59,427	44.85%	9,913	7.48%	3,422	2.58%	546	0.41%	127	0.10%	473	0.36%	3,428	2.59%

Ideal Size: 132492 / 4 = 33123

Total Population: 132,492

Overall Deviation: 9.76%

Some percentages may be subject to rounding errors.



0 0.5 1 Miles

Created: 3/28/2022

Differences between the Benchmark Boundary and the 2021 Census Geography.

Midland City Council Districts
2022 Draft Plan C
District 1

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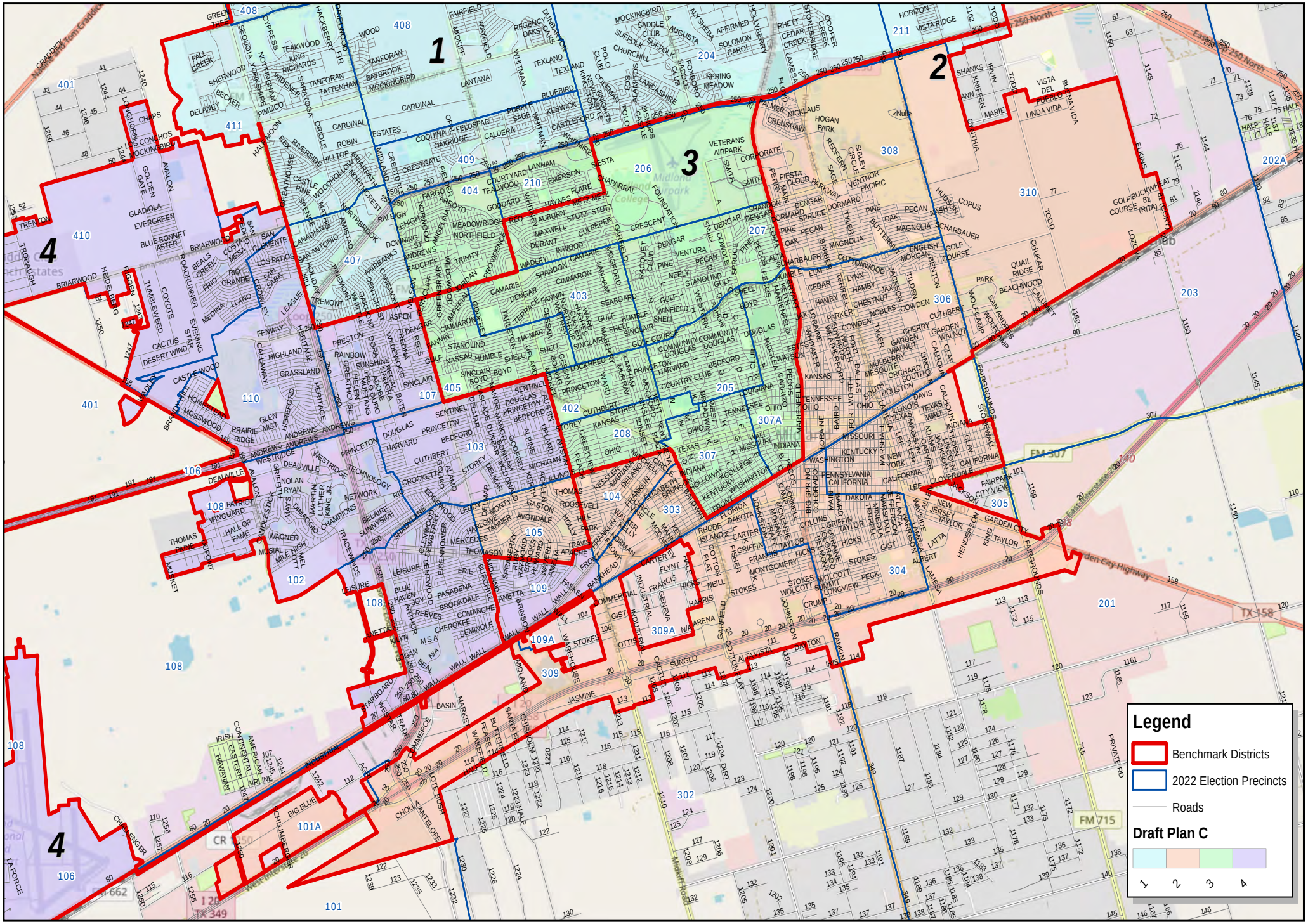
Data Source: Roads, Water and other features obtained from the 2020 Tiger/line files, U.S. Census Bureau



0 0.5 1 Miles

Created: 3/28/2022

Differences between the Benchmark Boundary and the 2021 Census Geography.

Midland City Council Districts
2022 Draft Plan C
District 2

May 24, 2022

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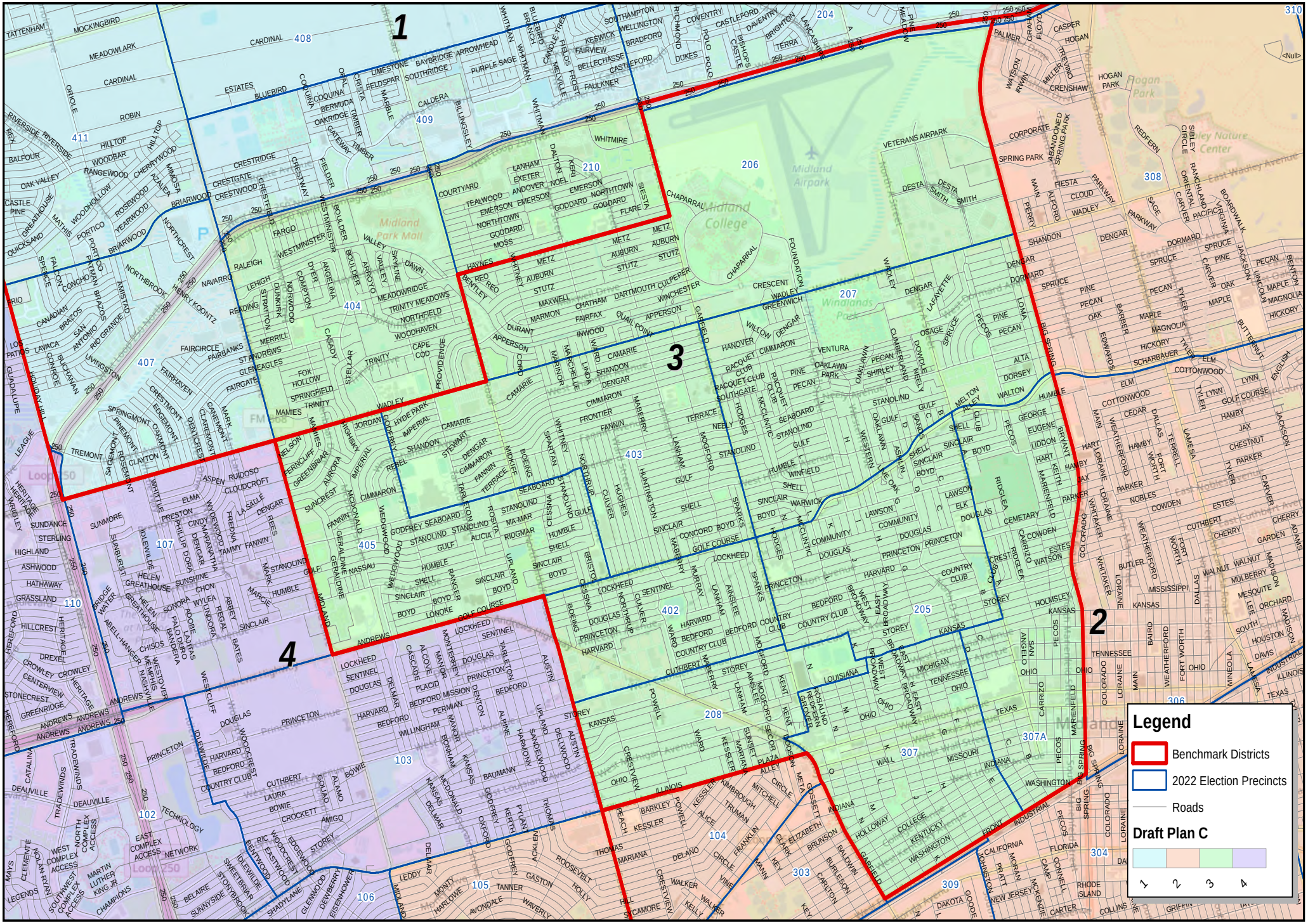

0 0.3 0.6 1.2 Miles

Created: 3/28/2022

Differences between the Benchmark Boundary and the 2021 Census Geography.

Midland City Council Districts
2022 Draft Plan C
District 3

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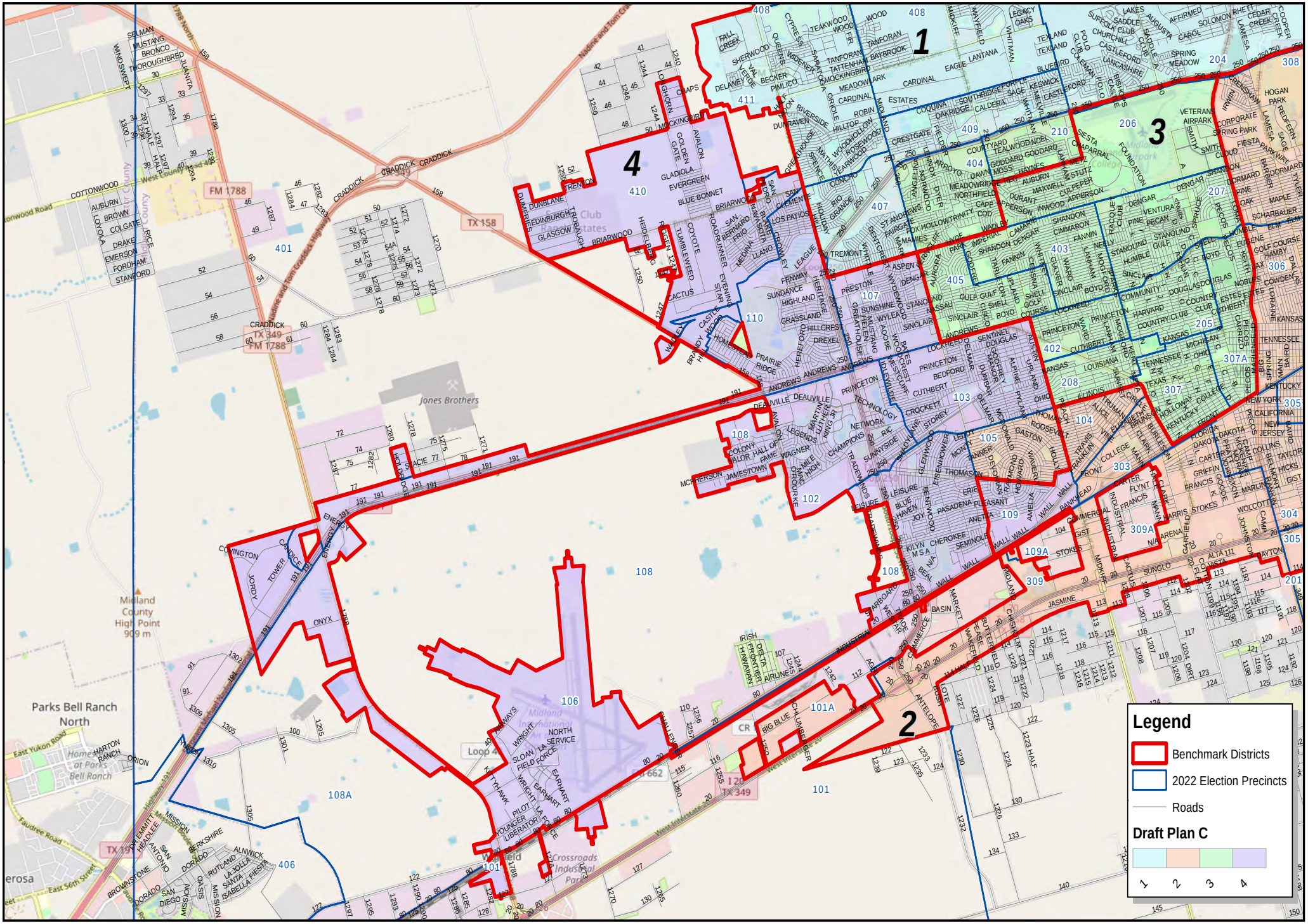
Legend
Benchmark Districts
2022 Election Precincts
Roads
Draft Plan C
1
2
3
4
Midland County High Point 909 m
Parks Bell Ranch North
Jones Brothers
Midland International Air & Space Port
Midland Crossroads Industrial Park
FM 1788
TX 158
TX 349
Loop 250
CR
Craddick
Cottonwood
Auburn
Brown
Colgate
Drake
Emerson
Fordham
Stanford
Rice
Loyola
Selman
Mustang
Bronco
Thoroughbred
Juanita
Windsweep
Trenton
Dunblane
Edinburgh
Glasgow
Trobaugh
Briarwood
Heidelberg
Regen
Tumbleweed
Coyote
Roadrunner
Evening Star
Cactus
Golden Gate
Gladiola
Evergreen
Blue Bonnet
Avalon
Mockingbird
Chaps
Longhorn
Dumbarton
San Bernard
San Clemente
San Pedro
Nueces
Brazos
Colorado
Medina
Llano
Los Patios
Rio Grande
Concho
Pecos
Trinity
Neches
Sabine
Angelina
Red River
Bowie
Cass
Marion
Harrison
Panola
Rusk
Gregg
Upshur
Smith
Wood
Franklin
Titus
Morris
Camp
Hopkins
Delta
Lamar
Fannin
Grayson
Collin
Denton
Cooke
Montague
Clay
Wichita
Archer
Baylor
Knox
Haskell
Throckmorton
Young
Jack
Wise
Parker
Tarrant
Johnson
Ellis
Navarro
Henderson
Anderson
Cherokee
Houston
Trinity
Polk
Tyler
Jasper
Newton
Orange
Jefferson
Chambers
Liberty
Hardin
Galveston
Brazoria
Fort Bend
Harris
Montgomery
San Jacinto
Walker
Madison
Grimes
Waller
Austin
Colorado
Wharton
Matagorda
Jackson
Victoria
Calhoun
Refugio
Aransas
San Patricio
Nueces
Kleberg
Kenedy
Willacy
Cameron
Hidalgo
Starr
Zapata
Webb
Duval
Jim Wells
Brooks
Kenedy
Live Oak
McMullen
La Salle
Dimmit
Maverick
Zavala
Frio
Atascosa
Bee
Goliad
Karnes
Wilson
Gonzales
Lavaca
Fayette
Washington
Lee
Bastrop
Caldwell
Hays
Travis
Williamson
Bell
Coryell
Hamilton
Mills
Lampasas
San Saba
Llano
Burnet
Blanco
Kendall
Comal
Guadalupe
Bexar
Medina
Uvalde
Real
Edwards
Kinney
Val Verde
Terrell
Crockett
Sutton
Schleicher
Menard
Kimble
Gillespie
Kerr
Bandera