Effective March 16, 2020, Governor Greg Abbott authorized the temporary suspension of certain statutory provisions of the Texas Open Meetings Act. This meeting of the City Council of the City of Midland is being held pursuant to such authorization and will limit face-to-face interactions for the purpose of slowing the spread of the coronavirus (COVID-19).

CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL MEETING
July 13, 2021 - 10:00 AM
300 North Loraine
Midland, Texas
Council Chamber - City Hall

Videoconference Information

Please click this URL to join. https://zoom.us/j/98867294192?pwd=UW5QVGNtblZnYlExdzBlMkNsRzE5Zz09
Passcode: 344212

Or One tap mobile:
+1 3462487799,98867294192# US (Houston)
+12532158782,,98867294192# US (Tacoma)

Or join by phone:
Dial(for higher quality, dial a number based on your current location):
US: +1 346 248 7799 or +1 253 215 8782 or +1 669 900 9128 or +1 312 626 6799 or +1 646 558 8656 or +1 301 715 8592
Webinar ID: 988 6729 4192
International numbers available: https://zoom.us/u/ac807OnLxn

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

OPENING ITEMS

1. Invocation – Pastor Randy Sims, Midland Bible Church

2. Pledge of Allegiance

CONSENT AGENDA

3. MOTION APPROVING THE FOLLOWING MINUTES:

   3a. BRIEFING SESSION OF JUNE 22, 2021

3b. REGULAR SESSION OF JUNE 22, 2021

3c. SPECIAL SESSION OF JUNE 23, 2021

3d. SPECIAL SESSION OF JUNE 28, 2021

3e. SPECIAL SESSION OF JUNE 29, 2021

3f. SPECIAL SESSION OF JULY 1, 2021

4. 2021-075 – RESOLUTION AUTHORIZING THE PURCHASE OF MICROSOFT ENTERPRISE VOLUME AND TRUE-UP LICENSING FROM SHI GOVERNMENT SOLUTIONS, INC., OF AUSTIN, TEXAS, THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES, FOR THE COMMUNICATION AND INFORMATION SYSTEMS DEPARTMENT AT A TOTAL COST OF $1,120,411.27; AND AUTHORIZING PAYMENT (DISTRICT: NONE) (GENERAL SERVICES)

5. 2021-076 – RESOLUTION AWARDING A CONTRACT FOR THE MIDLAND DRAW UTILITY ADJUSTMENT PROJECT TO RED DEER CONSTRUCTION, LLC, FOR A TOTAL COST OF $420,818.00; AND APPROVING $84,163.00 FOR CONTINGENCIES (DISTRICT 2) (GENERAL SERVICES)

6. 072-2021 – MOTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE REGION 14 EDUCATION SERVICE CENTER SO AS TO PROVIDE FOR THE CITY OF MIDLAND'S PARTICIPATION IN THE NATIONAL COOPERATIVE PURCHASING ALLIANCE (DISTRICT: NONE) (GENERAL SERVICES)

7. 073-2021 – MOTION AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE A REQUEST FOR QUALIFICATIONS FOR ON-CALL ENGINEERING SERVICES AND SERVICES PROVIDED IN CONNECTION THEREWITH FOR THE ENGINEERING SERVICES DEPARTMENT AND TO NEGOTIATE PROFESSIONAL SERVICES AGREEMENTS WITH UP TO EIGHT FIRMS FOR SAID SERVICES; PROVIDED, HOWEVER, THAT SAID AGREEMENTS SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY COUNCIL (DISTRICT: ALL) (GENERAL SERVICES)

8. 2021-077 – RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH EXERPLAY, INC., FOR THE PURCHASE AND INSTALLATION OF CERTAIN PLAYGROUND EQUIPMENT AND RENOVATIONS AT WINDLANDS PARK THROUGH BUYBOARD AT A TOTAL COST OF $120,986.07; AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT 3) (GENERAL SERVICES)

9. 2021-078 – RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH ONYX GENERAL CONSTRUCTION, LLC, IN THE AMOUNT OF $6,266,014.00 FOR THE MULTI-FACILITY REHABILITATION PROJECT AT MIDLAND INTERNATIONAL AIR & SPACE PORT; AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT 4) (AIRPORTS)

10. 074-2021 – MOTION AUTHORIZING THE EXECUTION OF A TERMINAL LEASE AGREEMENT WITH MIDESSA TELEPHONE SYSTEMS, INC., FOR THE LEASE OF CERTAIN OFFICE SPACE LOCATED AT THE LAFORCE OFFICE CENTER AT MIDLAND INTERNATIONAL AIR & SPACE PORT (DISTRICT 4) (AIRPORTS)

11. 075-2021 – MOTION AUTHORIZING THE MAYOR AND CITY ATTORNEY TO EXECUTE A GRANT AGREEMENT FOR THE FEDERAL AVIATION ADMINISTRATION AMERICAN RESCUE PLAN ACT 2021 GRANT (DISTRICT 4) (AIRPORTS)

12. 076-2021 – MOTION AUTHORIZING THE MAYOR AND CITY ATTORNEY TO EXECUTE A GRANT AGREEMENT FOR THE FEDERAL AVIATION ADMINISTRATION AMERICAN RESCUE PLAN ACT 2021 CONCESSION RELIEF GRANT (DISTRICT 4) (AIRPORTS)

13. 2021-079 – RESOLUTION AUTHORIZING THE ADOPTION OF THE CITY OF MIDLAND'S 2021-2022 ACTION PLAN TO THE CONSOLIDATED PLAN FOR COMMUNITY DEVELOPMENT AND HOUSING FUNDS FOR THE CITY'S FISCAL YEARS 2020-2024; THE CONSOLIDATED PLAN HAVING BEEN APPROVED BY RESOLUTION NUMBER 2020-127; AND AUTHORIZING THE EXECUTION OF AN APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS (DISTRICT: ALL) (DEVELOPMENT SERVICES)

14. 2021-080 – RESOLUTION AUTHORIZING THE CITY MANAGER TO ACQUIRE, ON BEHALF OF THE CITY OF MIDLAND, ANY REAL PROPERTY INTERESTS NECESSARY OR APPROPRIATE, BY ANY INSTRUMENTS OF CONVEYANCE NECESSARY OR APPROPRIATE, FOR THE USE AND BENEFIT OF THE PUBLIC FOR STREET, ROAD, PEDESTRIAN ACCESS, DRAINAGE, AND PUBLIC UTILITY PURPOSES, AND FOR ANY OTHER ANCILLARY PUBLIC USE AS IS USUAL AND CUSTOMARY IN CONNECTION THEREWITH IN THE PORTION OF THE CITY THAT IS NORTH OF INTERSTATE 20, EAST OF MIDKIFF ROAD, SOUTH OF FRANCIS AVENUE, AND WEST OF RANKIN HIGHWAY; AUTHORIZING THE CITY MANAGER TO OBTAIN APPRAISALS, NEGOTIATE, EXECUTE, AND FILE ALL DOCUMENTS NECESSARY TO ACQUIRE SAID REAL PROPERTY INTERESTS, PURCHASE TITLE INSURANCE POLICIES, AND HOLD THE CLOSINGS FOR SAID ACQUISITIONS; AUTHORIZING PAYMENT FOR SAID APPRAISALS, TITLE INSURANCE POLICIES, AND CLOSING COSTS; AND ORDERING THE CITY SECRETARY TO RECORD, OR ENSURE THAT THE TITLE COMPANY RECORDS, ALL INSTRUMENTS OF CONVEYANCE.

15. 2021-081 – RESOLUTION APPROVING A MUNICIPAL MAINTENANCE AGREEMENT BETWEEN THE STATE OF TEXAS AND THE CITY OF MIDLAND TO PROVIDE FOR THE MAINTENANCE, CONTROL, SUPERVISION AND REGULATION OF CERTAIN STATE HIGHWAYS AND PORTIONS OF STATE HIGHWAYS IN THE CITY OF MIDLAND; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO CERTIFY THIS RESOLUTION TO THE STATE OF TEXAS AND TO TRANSMIT THE EXECUTED AGREEMENT TO THE STATE OF TEXAS (DISTRICT: ALL) (ENGINEERING SERVICES)

16. 077-2021 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE BETWEEN THE CITY OF MIDLAND AND NUSTAR PERMIAN TRANSPORTATION & STORAGE, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 2, BLOCK 37, TOWNSHIP 3 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

SECOND READINGS

17. 10196 – AN ORDINANCE VACATING AND ABANDONING A 1.15-ACRE PORTION OF REYES STREET RIGHT-OF-WAY LOCATED IN SECTION 42, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED BETWEEN CHUKAR LANE AND TODD DRIVE, APPROXIMATELY 823 FEET NORTH OF EAST BUSINESS INTERSTATE 20); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $21,850.00; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 2) (DEVELOPMENT SERVICES) (FIRST READING HELD JUNE 22, 2021)

18. 10197 – AN ORDINANCE VACATING AND ABANDONING A 0.65-ACRE PORTION OF WASHITA STREET RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 24 THROUGH 27 AND LOTS 30 AND 31, BLOCK 2, 349 RANCH ESTATES, SECTION 2, AND LOT 28A, BLOCK 2, 349 RANCH ESTATES, SECTION 14, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF STATE HIGHWAY 349, APPROXIMATELY 527 FEET SOUTH OF TEJAS); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $28,203.00; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 1) (DEVELOPMENT SERVICES) (FIRST READING HELD JUNE 22, 2021)

19. 10198 – AN ORDINANCE VACATING AND ABANDONING A 0.032-ACRE PORTION OF EAST MISSOURI AVENUE RIGHT-OF-WAY LOCATED ADJACENT TO LOT 1, BLOCK 79, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST MISSOURI AVENUE AND SOUTH MINEOLA STREET); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $2,772.00; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 2) (DEVELOPMENT SERVICES) (FIRST READING HELD JUNE 22, 2021)

20. 10199 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 1, MIDLAND COUNTRY CLUB ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED APPROXIMATELY 345 FEET NORTH OF TEJAS AND APPROXIMATELY 455 FEET WEST OF NORTH STATE HIGHWAY 349); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES) (FIRST READING HELD JUNE 22, 2021)

21. 10201 – AN ORDINANCE AMENDING THE 2020-2021 FISCAL YEAR BUDGET SO AS TO INCREASE THE AMOUNT APPROPRIATED TO THE SPAY / NEUTER VOUCHER PROGRAM (DISTRICT: ALL) (CITY MANAGER) (FIRST READING HELD JUNE 22, 2021)

PUBLIC HEARINGS

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

22. 078-2021 – THE PROPOSED GRANTING OF OIL AND GAS WELL PERMITS TO ENDEAVOR ENERGY RESOURCES, L.P. FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELLS: BANKHEAD 4-33 UNIT 2A #162; BANKHEAD 4-33 UNIT 2A #173; AND BANKHEAD 4-33 UNIT 2A #182; SAID WELLS BEING GENERALLY LOCATED 580 FEET NORTH OF WEST I-20 SERVICE ROAD AND BETWEEN 1,157 FEET AND 1,207 FEET EAST OF SOUTH MIDKIFF (DISTRICT 2) (DEVELOPMENT SERVICES)

23. 079-2021 – THE PROPOSED GRANTING OF OIL AND GAS WELL PERMIT TO PERMIAN DEEP ROCK OIL CO., LLC FOR THE DRILLING OF THE OIL AND GAS WELL CHARGER #H130LS; SAID WELL BEING GENERALLY LOCATED 2,373 FEET EAST OF SOUTH GARFIELD STREET AND 320 FEET NORTH OF WEST COUNTY ROAD 111 (DISTRICT 2) (DEVELOPMENT SERVICES)

24. 080-2021 – HOLD A PUBLIC HEARING TO AMEND THE 2020/2021 COMMUNITY DEVELOPMENT FIRST YEAR ACTION PLAN REGARDING THE AUTHORIZATION OF COVID-19 CARES ACT FUNDS IN THE AMOUNT OF $172,500.00 FOR PROJECTS RELATED TO THE NATIONAL PUBLIC HEALTH CRISIS (DISTRICT: NONE) (DEVELOPMENT SERVICES)

25. 10173 – AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 21.91-ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 21, GRASSLAND ESTATES, SECTION 16, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED APPROXIMATELY 266 FEET EAST OF THE INTERSECTION OF HOMELAND DRIVE AND APPROXIMATELY 258 FEET EAST OF HOMESTEAD BOULEVARD); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (DEVELOPMENT SERVICES) (DEFERRED FROM APRIL 27, 2021)

26. 10174 – AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 21.91-ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 21, GRASSLAND ESTATES, SECTION 16, MIDLAND COUNTY, TEXAS, AS AN AE, AGRICULTURAL ESTATE DISTRICT; SAID TRACT BEING GENERALLY LOCATED APPROXIMATELY 266 FEET EAST OF THE INTERSECTION OF HOMELAND DRIVE AND APPROXIMATELY 258 FEET EAST OF HOMESTEAD BOULEVARD; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES) (DEFERRED FROM APRIL 27, 2021)

27. 10202 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 1 AND 2, BLOCK 37, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST INDIANA AVENUE AND SOUTH E STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES)

28. 10203 – AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 131.190-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF STATE HIGHWAY 158, APPROXIMATELY 1,001 FEET NORTH OF STATE HIGHWAY 191); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT: NONE) (DEVELOPMENT SERVICES)

29. 10204 – AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATIONS OF THE AREA INDICATED AS BEING A 131.190-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN LR, LOCAL RETAIL DISTRICT, IN PART, AND AN SF-3, SINGLE-FAMILY DWELLING DISTRICT, IN PART; SAID TRACT BEING GENERALLY LOCATED ON THE WEST SIDE OF STATE HIGHWAY 158, APPROXIMATELY 1,001 FEET NORTH OF STATE HIGHWAY 191; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT: NONE) (DEVELOPMENT SERVICES)

30. 10205 – 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 LOT 1A, BLOCK 2, GRANDRIDGE PARK ADDITION, SECTION 7, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF THE INTERSECTION OF HOLIDAY HILL ROAD AND NORTH LOOP 250 WEST), WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A SHOPPING CENTER, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES)

31. 10206 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 57.55-ACRE TRACT OF LAND OUT OF SECTION 1, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART MH, MANUFACTURED HOUSING

DISTRICT, IN PART, AND BP, I-20 BUSINESS PARK, IN PART, TO PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, OFFICE CENTER, AND SHOPPING CENTER (GENERALLY LOCATED ON THE NORTH SIDE OF EAST INTERSTATE 20, APPROXIMATELY 530 FEET EAST OF SOUTH LAMESA 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)

32. 10207 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 1.42-ACRE TRACT OF LAND OUT OF LOT 1A, BLOCK 1, CYCLES ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF WEST BUSINESS INTERSTATE 20, APPROXIMATELY 450 FEET WEST OF SOUTH TRADEWINDS BOULEVARD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES)

33. 10208 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 2.5-ACRE TRACT OF LAND OUT OF SECTION 30, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF NORTH FAIRGROUNDS ROAD, APPROXIMATELY 1,582 FEET SOUTH OF EAST LOOP 250 NORTH); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

34. 10209 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 14, BLOCK 3, PARK HILL ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST TENNESSEE AVENUE, APPROXIMATELY 190 FEET WEST FROM NORTH D STREET), BY PERMITTING A REDUCED MINIMUM SIDE YARD SETBACK ON THE EAST SIDE OF THE PROPERTY; 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)

35. 10210 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOTS 1 AND 2, BLOCK 182, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF SOUTH BIG SPRING STREET AND WEST FLORIDA AVENUE), WHICH IS PRESENTLY

ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

36. 10211 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 3,600-SQUARE FOOT PORTION OF LOTS 9 AND 10, BLOCK 20, BELMONT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF RANKIN HIGHWAY, APPROXIMATELY 182 FEET SOUTH OF WEST TAYLOR AVENUE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

MISCELLANEOUS

37. 10212 – AN ORDINANCE CHANGING THE NAMES OF (1) THE PORTION OF YUCCA LANE LOCATED ADJACENT TO LOT 15, BLOCK 36, AND LOT 1, BLOCK 53, LONE STAR TRAILS II, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF RANCH AVENUE, APPROXIMATELY 289 FEET EAST OF RIO PLACE) AND (2) THE PORTION OF PIONEER ROAD LOCATED ADJACENT TO LOT 68, BLOCK 36, AND LOT 4, BLOCK 53, LONE STAR TRAILS II, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF RANCH AVENUE, APPROXIMATELY 580 FEET EAST OF RIO PLACE) TO “PIONEER CIRCLE”; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND DIRECTING THE CITY SECRETARY TO SEND THE MIDLAND EMERGENCY COMMUNICATIONS DISTRICT A CERTIFIED COPY OF THIS ORDINANCE (DISTRICT 1) (DEVELOPMENT SERVICES)

PUBLIC COMMENT

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

Respectfully Submitted,

Robert Patrick
City Manager

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

MIDLAND CITY COUNCIL
BRIEFING SESSION
MINUTES
June 22, 2021

The City Council convened in briefing session in the Council Chamber, City Hall, Midland, Texas, at 9:30 AM, June 22, 2021.

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

The meeting was called to order at 9:33 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 Development Services regarding a proposed Entertainment District in the City of Midland.

   Development Services Director Chuck Harrington shared a map of the proposed downtown entertainment overlay district boundaries noting they were seeking Council's input. The boundaries can be changed in the future and for now they are trying to only include areas that are very active. He reviewed the key elements of the district including allowing alcoholic beverages without a SUD, festivals and a special event center. He reviewed allowed uses and prohibited uses and event ideas noting that all events would be handled administratively. He added that the park is key to everything in the district. Public consumption of alcohol is allowed in the district and they will have to work that issue out with Centennial Park to see how they can make it work. He reviewed items that could be included such as information kiosks and reviewed how other cities designated their boundaries. They key operations issues include public safety and cleanliness. The City may have to look at special clean up crews just for this area and there would be costs for a manager and other personnel. The City may want to think about a parking enforcement officer who could also serve as an ambassador for visitors to downtown. He concluded that if Council did not agree with the boundaries to please let him know. This will be a zoning ordinance and will take a lot of work to get things lined up just right. They would like to bring the ordinance back in August.

DRAFT

All the business at hand having been completed, the meeting adjourned at 9:54 a.m.

PASSED AND APPROVED July 13, 2021.

Patrick Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

DRAFT

MIDLAND CITY COUNCIL
MINUTES
June 22, 2021

DRAFT

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., June 22, 2021.

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

The meeting was called to order at 10:02 a.m.

OPENING ITEMS

1. Invocation – Minister Kyle Rodgers, Stonegate Fellowship

2. Pledge of Allegiance

PRESENTATIONS

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

   3a. Presentation of a proclamation honoring the Division IV TAPPS State Champion Midland Classical Academy Varsity Baseball Team.

   3b. Presentation of a proclamation honoring the Division I TAPPS State Champion Midland Christian School Varsity Baseball Team.

   3c. Council Member Norman recognized two Midlanders who will be going to the Summer Olympics in Tokyo: Bryce Hoppel and Natalie Hines.

   3d. Council Member Norman thanked the members of the Juneteenth Committee noting the event gets better every year.

CONSENT AGENDA

Spencer Robnett moved to approve Consent Agenda items 4-16, excluding item(s) 6, 8, 9, 10; seconded by Michael Trost.

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

4. MOTION APPROVING THE FOLLOWING MINUTES:

   4a. REGULAR SESSION OF JUNE 8, 2021

5. 2021-068 – RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT WITH WELLS FARGO BANK, N.A. TO PROVIDE PRIMARY DEPOSITORY AND COMMERCIAL BANKING SERVICES FOR THE CITY OF MIDLAND (DISTRICT: NONE) (GENERAL SERVICES)

7. 2021-070 – RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PARKHILL, SMITH & COOPER, INC., FOR THE TEXAS COMMISSION ON ENVIRONMENTAL COMPLIANCE LANDFILL TESTING AND CITIZEN COLLECTION STATION DESIGN SERVICES FOR THE SOLID WASTE DEPARTMENT FOR A COST OF $546,300.00 (DISTRICT 2) (GENERAL SERVICES)

11. 067-2021 – MOTION APPROVING PLANS AND SPECIFICATIONS FOR THE AIRFIELD LIGHTING REHABILITATION PROJECT AT MIDLAND INTERNATIONAL AIR & SPACE PORT, SAID PLANS AND SPECIFICATIONS BEING ON FILE IN THE CITY SECRETARY'S OFFICE REFERENCED BY THE NUMBER AND DATE OF THIS MOTION, AND AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE FOR COMPETITIVE BIDS FOR SAID PROJECT PURSUANT TO THE STATUTES OF THE STATE OF TEXAS FOR ACCOMPLISHING THE WORK SET FORTH IN SAID PLANS AND SPECIFICATIONS (DISTRICT 4) (AIRPORTS)

12. 2021-071 – RESOLUTION APPROVING A PROMOTIONAL AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND THE MUSEUM OF THE SOUTHWEST (DISTRICT 2) (CITY MANAGER)

13. 2021-072 – RESOLUTION APPROVING AN AMENDMENT TO THAT CERTAIN WESTERN UNITED LIFE BUILDING TEMPORARY ROOF CONTRACT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND LYDICK-HOOKS ROOFING CO. (DISTRICT 2) (CITY MANAGER)

14. 2021-073 – RESOLUTION APPROVING THE MIDLAND DEVELOPMENT CORPORATIONS DESIGNATION OF THIRTY PERCENT (30%) OF SALES TAX

DRAFT

REVENUES FOR AUTHORIZED INFRASTRUCTURE IMPROVEMENT PROJECTS PURSUANT TO TEXAS LOCAL GOVERNMENT CODE § 501.103 (DISTRICT: ALL) (CITY MANAGER)

15. 068-2021 – MOTION APPROVING A PROPOSED PRELIMINARY PLAT OF TAHOE LAKES ADDITION, SECTION 3, BEING A RE-PLAT OF LOT 2, BLOCK 1, TAHOE LAKES ADDITION, SECTION 2 AND A PLAT OF A 57.55 ACRE TRACT OF LAND LOCATED IN THE SW/4 OF SECTION 1, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF INTERSTATE 20, APPROXIMATELY 465 FEET EAST OF LAMESA ROAD) (DISTRICT 2) (DEVELOPMENT SERVICES)

16. 2021-074 – RESOLUTION AUTHORIZING AN OPERATING CERTIFICATE FOR RED RAIDER RIDES LLC TO OPERATE A LIMOUSINE BUSINESS; SETTING FORTH CONDITIONS ACCOMPANYING THE CERTIFICATE; AND ESTABLISHING THE TERMS OF THE CERTIFICATE (DISTRICT: ALL) (POLICE)

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

6. 2021-069 – RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH PRESIDIO NETWORKED SOLUTIONS GROUP, LLC, FOR CISCO ROUTERS AND NETWORK ENGINEERING SERVICES THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES AT A TOTAL COST OF $739,155.12 FOR THE COMMUNICATION AND INFORMATION SYSTEMS DEPARTMENT; AND TRANSFERRING AND APPROPRIATING FUNDS (DISTRICT NONE) (GENERAL SERVICES)

Chief Information Officer Jennifer Frescaz gave a brief overview of the item noting we are laying fiber and this is for a electronics to connect it all together. We will have redundancy and good quality at each point. This is necessary to connect all areas to the main site.

Council Member Dufford asked if we piggybacked with the County to get better connectivity for first responders. Ms. Frescaz reported it is a shared vendor. The County laid theirs first and we came in behind them. They have worked with the County for interopperability for everything else.

Jack Ladd moved to approve Resolution No. 2021-069; seconded by Spencer Robnett.

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

8. 064-2021 – MOTION AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE A REQUEST FOR PROPOSALS FOR STATE LOBBYING CONSULTANT SERVICES AND TO NEGOTIATE A PROFESSIONAL SERVICES

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AGREEMENT FOR SAID SERVICES; PROVIDED, HOWEVER, THAT SAID AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY COUNCIL (DISTRICT: NONE) (GENERAL SERVICES)

Council Member Ladd reported they met with the lobbing group during the legislative session and were less than impressed. They found out they had not shown up to any committees and had not done any work for the City. He asked if it was necessary to have a lobbyist at the state and federal level. City Manager Robert Patrick reported that when you look at the amount of state and federal funding received, it does pay to have a lobbyist. For state lobbyist it pays in off years. He added that with earmarks coming back, it is a no brainer to keep a lobbyist. Council Member Blong asked that performance metrics be included in their contract and to have a way out of the contract if they are not performing.

Mr. Patrick reported that on item #9 the federal lobbyist we currently have will not be turning in a proposal as he is making his exit plan.

Jack Ladd moved to approve Motion No. 064-2021; seconded by Spencer Robnett.

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

9. 065-2021 – MOTION AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE A REQUEST FOR PROPOSALS FOR FEDERAL LOBBYING CONSULTANT SERVICES AND TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT FOR SAID SERVICES; PROVIDED, HOWEVER, THAT SAID AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY COUNCIL (DISTRICT: NONE) (GENERAL SERVICES)

Jack Ladd moved to approve Motion No. 065-2021; seconded by John Norman.

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

10. 066-2021 – MOTION APPROVING PLANS AND SPECIFICATIONS FOR THE RELOCATE VEHICLE GATES SV1A AND SV1B AND ASSOCIATED ROADWAY AND CARGO ROAD RECONSTRUCTION PROJECT AT MIDLAND INTERNATIONAL AIR & SPACE PORT, SAID PLANS AND SPECIFICATIONS BEING ON FILE IN THE CITY SECRETARY'S OFFICE REFERENCED BY THE NUMBER AND DATE OF THIS MOTION, AND AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE FOR COMPETITIVE BIDS FOR SAID PROJECT PURSUANT TO THE STATUTES OF THE STATE OF TEXAS FOR ACCOMPLISHING THE WORK SET FORTH IN SAID PLANS AND SPECIFICATIONS (900321) (DISTRICT

DRAFT

4) (AIRPORTS)

Council Member Robnett asked if this has anything to do with the new fence design. Airports Director Justine Ruff reported that is a different item. This is a new spec so they don't have to do it twice.

Spencer Robnett moved to approve Motion No. 066-2021; seconded by Jack Ladd.

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

SECOND READINGS

17. 10191 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOTS 1 AND 2, BLOCK 37, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST INDIANA AVENUE AND SOUTH E STREET), BY PERMITTING A REDUCED MINIMUM LOT DEPTH IN THE EVENT THAT THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND IS AMENDED TO REZONE THE PROPERTY FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT; 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 JUNE 08, 2021)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10191.

Jack Ladd moved to approve the second and final readings of Ordinance No. 10191; seconded by John Norman.

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

18. 10192 – AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 97.05-ACRE TRACT OF LAND OUT OF SECTIONS 35 AND 36, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST STATE HIGHWAY 158, APPROXIMATELY 11 FEET WEST OF BRANDY HILL ROAD); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT: NONE) (DEVELOPMENT SERVICES) (FIRST READING HELD JUNE 08, 2021)

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Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10192.

Spencer Robnett moved to approve the second and final reading of Ordinance No. 10192; seconded by Jack Ladd.

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

19. 10193 – AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATIONS OF THE AREA INDICATED AS BEING A 97.05-ACRE TRACT OF LAND OUT OF SECTIONS 35 AND 36, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN SF-1, SINGLE-FAMILY DWELLING DISTRICT, IN PART, AND AN RR, REGIONAL RETAIL DISTRICT, IN PART; SAID TRACT BEING GENERALLY LOCATED ON THE NORTH SIDE OF WEST STATE HIGHWAY 158, APPROXIMATELY 11 FEET WEST OF BRANDY HILL 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: NONE) (DEVELOPMENT SERVICES) (FIRST READING HELD JUNE 08, 2021)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10193.

Spencer Robnett moved to approve the second and final reading of Ordinance No. 10193; seconded by John Norman.

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

20. 10194 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 4,712-SQUARE FOOT PORTION OF LOT 20A, BLOCK 17, GREATHOUSE ADDITION, SECTION 13, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF BRIARWOOD AVENUE AND PORTICO WAY), WHICH IS PRESENTLY ZONED LR, LOCAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN AN EVENT CENTER FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES) (FIRST READING HELD JUNE 08, 2021)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10194.

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Spencer Robnett moved to approve the second and final reading of Ordinance No. 10194; seconded by Jack Ladd.

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

PUBLIC HEARINGS

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

21. 069-2021 – THE PROPOSED GRANTING OF OIL AND GAS WELL PERMITS TO MCM OPERATING, LLC FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELLS: MB-1H; MB-2H; MB-3H; MB-4H; MB-5H; MB-6H AND MB-7H; SAID WELLS BEING GENERALLY LOCATED 485 FEET SOUTH OF MOCKINGBIRD LANE AND BETWEEN 1,681 FEET AND 1,801 FEET EAST OF HOLIDAY HILL ROAD (DISTRICT 1) (DEVELOPMENT SERVICES)

Mayor Pro Tem Blong opened the public hearing at 10:32 a.m.

Chris Hamilton reported he was available to answer questions.

Oil & Gas Compliance Officer Ron Jenkins gave a brief overview of the item noting there were four wells that were going to be plugged, the new wells will be in a new location and there is a centralized tank battery in the county. They are using quiet frac with 24-foot sound walls on all four sides.

Chris Hamilton added that their operations worked with the homeowners association. There will also be a masonry and wood fence between the HOA.

There being no one else wishing to speak, the public hearing was closed at 10:35 a.m.

22. 10195 – AN ORDINANCE VACATING AND ABANDONING A 0.05-ACRE PORTION OF SOUTH CARRIZO STREET RIGHT-OF-WAY LOCATED ADJACENT TO THE SOUTH 20 FEET OF LOT 2 AND ALL OF LOTS 3 AND 4, BLOCK 60, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH CARRIZO STREET, APPROXIMATELY 92 FEET SOUTH OF WEST WALL STREET); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $4,400.00; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 3) (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10195.

Mayor Pro Tem Blong opened the public hearing at 10:36 a.m.

Judy Farris, 4701 Sunshine Parkway, reported she didn't know about this until last week and wanted to ensure she understood that the City is giving the applicant 10 feet of Carrizo Street.

DRAFT

Development Services Director Chuck Harrington gave a brief overview of the item noting that according to the maps this area has already been vacated but they can find no official records referencing it. This will be putting into place, what was previously thought to have already been vacated. It has nothing to do with closing Carrizo but just documenting their access to their right-of-way on the west of their site. City Attorney John Ohnemiller added that nothing is changing, it is just being papered properly.

Judy Farris added that according to the map it is an additional 10 feet behind where the cars currently park and they object to that as the street is already very narrow. She felt it would be a problem with traffic and for gaining entrance into the parking lots.

Mr. Harrington clarified there will be no physical change, things will continue to operate as they are currently.

Engineering Services Director Jose Ortiz reported he has not personally talked to the applicant but this will have no impact to any conditions as they currently exist. Mayor Pro Tem Blong asked staff to please get clarification from the applicant that they are not wanting an additional 10 feet before the second reading.

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

Michael Trost moved to approve the first of two readings of Ordinance No. 10195; seconded by Spencer Robnett.

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

23. 10196 – AN ORDINANCE VACATING AND ABANDONING A 1.15-ACRE PORTION OF REYES STREET RIGHT-OF-WAY LOCATED IN SECTION 42, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED BETWEEN CHUKAR LANE AND TODD DRIVE, APPROXIMATELY 823 FEET NORTH OF EAST BUSINESS INTERSTATE 20); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $21,850.00; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 2) (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10196.

Mayor Pro Tem Blong opened the public hearing at 10:48 a.m.

Development Services Director Chuck Harrington reported this request is being made on behalf of Green Acres Golf. This portion of land has never been open. It is just an open space with utility poles and the easements will be retained. It doesn't change things and it is just vacant land.

DRAFT

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

John Norman moved to approve the first of two readings of Ordinance No. 10196; seconded by Scott Dufford.

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

24. 10197 – AN ORDINANCE VACATING AND ABANDONING A 0.65-ACRE PORTION OF WASHITA STREET RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 24 THROUGH 27 AND LOTS 30 AND 31, BLOCK 2, 349 RANCH ESTATES, SECTION 2, AND LOT 28A, BLOCK 2, 349 RANCH ESTATES, SECTION 14, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF STATE HIGHWAY 349, APPROXIMATELY 527 FEET SOUTH OF TEJAS); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $28,203.00; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 1) (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10197.

Development Services Director Chuck Harrington gave a brief overview of the item noting it is a request being made on behalf of the owner by Maverick Engineering for a vacation of a street that is not being utilized. They wish to make the street private and the City would not maintain it. There is an appraised value of $28,302 by Midland Central Appraisal District. City Manager Robert Patrick reported that it is a cul-de-sac with no homes. With no traffic to keep it compacted, it deteriorates quickly.

Mayor Pro Tem Blong opened the public hearing at 10:53 a.m.

Andrew Mellen, Maverick Engineering, reported the roadway is dilapidated and has never been up to standard. The only adjoining land owner wants to improve it and make it a good standard and is asking for a waiver of the appraised value. City Attorney John Ohnemiller clarified that an amendment is needed to waive the fees.

There being no one else wishing to speak, the public hearing was closed at 10:55 a.m.

Michael Trost moved to approve the first of two readings of Ordinance No. 10197 with amendment to waive the fee; seconded by Spencer Robnett.

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

25. 10198 – AN ORDINANCE VACATING AND ABANDONING A 0.032-ACRE PORTION OF EAST MISSOURI AVENUE RIGHT-OF-WAY LOCATED ADJACENT TO LOT 1, BLOCK

DRAFT

79, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST MISSOURI AVENUE AND SOUTH MINEOLA STREET); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $2,772.00; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 2) (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10198.

Development Services Director Chuck Harrington gave a brief overview of the item noting this portion of Missouri is very wide and the 10-foot portion will allow the applicant to develop the property as a commercial site. Staff reviewed the item and is in favor of the request.

Mayor Pro Tem Blong opened the public hearing at 10:57 a.m.

Everado Rodriguez, 1509 N. Big Spring, reported he does business as Bill Rodriguez. He is asking for a 10-foot easement because he plans to develop the lot. The Salvation Army is across the street and he wants the extra ten feet for an additional buffer.

There being no one else wishing to speak, the public hearing was closed at 11:00 a.m.

John Norman moved to approve the first of two readings of Ordinance No. 10198; seconded by Jack Ladd.

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

26. 10199 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 1, MIDLAND COUNTRY CLUB ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED APPROXIMATELY 345 FEET NORTH OF TEJAS AND APPROXIMATELY 455 FEET WEST OF NORTH STATE HIGHWAY 349); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10199.

Mayor Pro Tem Blong opened the public hearing at 11:01 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Spencer Robnett moved to approve the first of two readings of Ordinance No. 10199; seconded by Jack Ladd.

The motion passed by the following vote:

DRAFT

AYE: Robnett, Trost, Dufford, Norman, Ladd, Blong
NAY: None
ABSTAIN: None
ABSENT: Payton

MISCELLANEOUS

27. 10200 – DISCUSSION AND CONSIDERATION OF ALL MATTERS INCIDENT AND RELATED TO THE ISSUANCE AND SALE OF "CITY OF MIDLAND, TEXAS TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021," INCLUDING THE ADOPTION OF AN ORDINANCE AUTHORIZING THE ISSUANCE OF SUCH CERTIFICATES OF OBLIGATION, ESTABLISHING PARAMETERS FOR THE SALE AND ISSUANCE OF SUCH CERTIFICATES OF OBLIGATION AND DELEGATING CERTAIN MATTERS TO AN AUTHORIZED OFFICIAL OF THE CITY (DISTRICT: NONE) (FINANCE)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10200.

Interim Finance Director Christy Weakland gave a brief overview of the certificate of obligation bonds the City is seeking noting $25 million is for park improvements and $30 million for water/sewer infrastructure. George from Hilltop Security is available if there are any questions.

Spencer Robnett moved to approve the first and only reading of Ordinance No. 10200; seconded by Jack Ladd.

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

28. 070-2021 – MOTION PROVIDING DIRECTION TO THE CITY MANAGER REGARDING FISCAL YEAR 2022 HOTEL MOTEL FUND GRANT FUNDING LEVELS FOR AGENCY RECIPIENTS (DISTRICT: NONE) (FINANCE)

Interim Finance Director Christy Weakland reported that hotels are receiving much less revenue in the current fiscal year due to the pandemic. Agencies requesting grants were given less money for the upcoming fiscal year. A Council Member suggested finding a way to make up the difference to bring them up to the level they received in the current fiscal. The cost to do that is $912,320.00 Staff is asking for guidance on how to proceed. Money could be given from MDC promotional budget, funds could be taken from the hotel/motel fund balance, or it could stand as it is.

Following discussion, suggestions were made to handle this during the budget process over the next several months.

Danny Holeva, 4 Stutz Court, Executive Direct of Arts Council Midland, reported he has been a Council partner for three decades by subgranting to arts programming in the City.

DRAFT

Their funds were cut 38% the previous year. They are asking for $125,000 to do arts programming. These funds would help volunteer driven organizations make it through 2022. He made himself available to answer any questions.

Michael Trost moved to approve Motion No. 070-2021 directing the City Manager to investigate sources of revenue to fund the groups and make a recommendation to City Council; seconded by John Norman.

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

29. 10201 – AN ORDINANCE AMENDING THE 2020-2021 FISCAL YEAR BUDGET SO AS TO INCREASE THE AMOUNT APPROPRIATED TO THE SPAY / NEUTER VOUCHER PROGRAM (DISTRICT: ALL) (CITY MANAGER)

Animal Services Manager Leah Lewis reported that in 2018 the City approved the pilot TNR program (trap, neuter, release). They allow residents to borrow live traps to humanely trap cats, neuter and vaccinate, clip their ear tips and release outdoors. The City provides a $70 medical voucher with the agreement to waive the license and allow rabies shots to be administered at the time of neutering. This year they have depleted the voucher budget. Staff recommends adding an additional $80,000 to the program. When asked why the increase, it was reported there have been a lot of feral cats that are being neutered. Deputy City Manager Morris Williams added that there was a commitment from Council for this program with the intent to evaluate it in a couple of years to determine if it's working. When asked the ratio of pets to feral cats, Ms. Lewis reported that from October through May it was 55% owned animals and 45% feral cats. She reviewed the requirements for getting a City voucher. They are limiting vouchers for feral cats to 10 per week. The voucher is given to the vet who turns them into the City for reimbursement. It was noted that the combination of voucher program and TNR program is unique to Midland.

Karen Patterson, 4921 NCR 1147, reported she is the president of Fix West Texas. The purpose of the voucher program is to lower the intake of animals and lower euthanasia. There were just under 2,000 animals that were killed last year, not because the City wants to, but because the community did not have the resources to spay/neuter. Last year the mobile clinic spayed 3,500 animals. This year they doubled that number in just six months. Before their clinic came the cost to spay/neuter ranged from $200-$600 which priced most people out of the market. Their cost to spay/neuter ranges from $75 – $95 and they largely rely on volunteers. Feral cats are being trapped on behalf of the elderly and disabled. If we don't control the population the feral cat problem will only get worse.

Keith Dial, Odessa, reported this is a unique program. He doesn't think we are telling our story well enough to the community. He thanked those responsible for the vision of this program and for the new shelter. Euthanasia takes an emotional toll on staff. If we can get more people to Fix West Texas or other local vets, the less we will have to deal with.

DRAFT

Carol Savage, 3801 St. Andrews Court, reported she is the Vice President of Midland Cat Wranglers, a 501(c)3. They loan out traps or help trap feral cats for the elderly. They take the cats to surgery, keep them overnight, and then return them to where they were trapped. The cat wranglers are trying to help with awareness and they only trap when they are invited to do so. She asked Council to continue the voucher program.

Jannika Anderson, 3613 Wedgewood, believes in the trap neuter release program 100%. She had feral cats that kept coming to her house and she fed them because it is the right thing to do. She noticed one was pregnant. She invited Carol over and they trapped the pregnant cat and spayed her. The cat now lives in her back yard. Euthanasia is very inhumane but the TNR program is very humane. She asked for Councils continued support of the program.

Tracye Gearhart, 6706 Mosswood, thinks a feral cat program, if run properly, is a wonderful thing for the City. Her concern is that feral cats live a horrible life. They are left outside to fend and take care of themselves with many having no access to food, water and shelter. They get torn up by predators and run over by cars. She did TNR with 10 cats and has heard back that since then all 10 cats are no longer alive and she can't get over that.

Anarani Medina, 4624 Leisure Drive, spoke in favor of the voucher program and for those who trap neuter and release. They rescued 3 cats last year and without the help of the voucher program and Fix West Texas, they would not have been able to adopt those animals.

Shirley Cook reported that her sister died in 2019 with a lot of cats. She spent thousands of dollars caring for those animals. There should be a law against that. She is dead because those cats wore her down.

When asked how we are sure that the animals being fixed are not coming from outside of the City Limits, Karen Patterson reported that when the City issues the vouchers, they are verifying the address of each resident. If they are trapping, they have to report from what area they are trapping the cat.

Council Member Robnett thought an increase of $65,000 should help the voucher program for the remainder of the budget year. We need to have a conversation about this program.

Carrie Powell, 315 W. Ohio, explained how the cat wrangler program works noting they started with five members and now have 380 in just about two years.

Council Member Norman asked if there was anything in the code that limits the number of animals a person can have. Leah Lewis reported that if your animals are fixed you can have a total 8 animals. If they are not sterilized you can have up to 5.

Spencer Robnett moved to approve the first of two reading of Ordinance No. 10201 with the amendment to increase the current budget by $65,000 and revisit as part of the budget process; seconded by Scott Dufford.

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

DRAFT

ABSTAIN: None
ABSENT: Payton

30. 071-2021 – MOTION GRANTING CACTUS SIGN COMPANY'S APPEAL AND REVERSING THE BUILDING OFFICIAL'S DENIAL OF A SIGN PERMIT FOR LOT 1A, BLOCK 109, ORIGINAL TOWN ADDITION, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH MARIENFELD STREET, APPROXIMATELY 80 FEET NORTH OF EAST FRONT STREET (COUNCIL DISTRICT 3) (DEVELOPMENT SERVICES)

Development Services Director Chuck Harrington gave a brief overview of the item noting that the proposed sign is located on public property on Marienfeld and exceeds the standards for signage. They are requesting to put up a 25-foot sign with 50-feet of electric messaging board. The maximum allowed is 15% of the space or 42 square feet with a maximum height of 20 feet. If they place the sign on their other frontage road they would not need a variance. Staff reviewed the item and because there are other options, staff cannot recommend approval.

Jack Ladd moved to approve Motion No. 071-2021; seconded by Scott Dufford.

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

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

Chris Barnhill, 1000 W. Broadway, CEO PermiaCare is seeking the appointment of Derek Cook to replace retiring member Larry Edgerton on the Permian Basin Community Centers Board.

John Norman moved to appoint Latoya Mayberry to the Midland Housing Authority Commission and Derek Cook to the Permian Basin Community Centers Board; seconded by Michael Trost.

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

PUBLIC COMMENT

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

DRAFT

There were no citizens present wishing to speak.

EXECUTIVE SESSION

Mayor Pro Tem Blong recessed the meeting to go to Executive Session.

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

    a. Section 551.072, Deliberation Regarding Real Property

    a.1. Discuss the purchase, exchange, lease or value of real property.

All the business at hand having been completed, the meeting adjourned at 1:35 p.m.

PASSED AND APPROVED July 13, 2021.

_____

Patrick Payton, Mayor

ATTEST:

_____

Amy M. Turner, City Secretary

DRAFT

CITY OF MIDLAND, TEXAS
MIDLAND CITY COUNCIL
SPECIAL MINUTES
June 23, 2021

The City Council convened in **Special** Session in the Bush Convention Center, Midland, Texas, at 6:30 PM, Wednesday, June 23, 2021.

Council Members present:	Lori Blong
Council Members absent:	Patrick Payton, Spencer Robnett, Michael Trost, Scott Dufford, John Norman, Jack Ladd
Staff members present:	Oil & Gas Coordinator Ron Jenkins

The meeting was called to order at 6:35 p.m

SPECIAL SESSION

1. Attend a public meeting held by Midland-Petro D.C. Partners, LLC (Midland-Petro) regarding safety measures, noise control, traffic control and related matters associated with a proposed oil and gas lease and surface use agreement between Midland-Petro and the City of Midland for the development of minerals under Midland Airpark and adjacent properties.

   Wayne Bailey and Keith Bucy of Midland-Petro presented a PowerPoint providing illustrations of plans to develop the minerals at Midland Airpark and answered questions of the audience.

All the business at hand having been completed, the meeting adjourned at 7:05 p.m.

PASSED AND APPROVED July 13, 2021.

Patrick Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

DRAFT

CITY OF MIDLAND, TEXAS
MIDLAND CITY COUNCIL
SPECIAL MINUTES
June 28, 2021

The City Council convened in **Special** Session in the Martin Luther King Jr. Community Center, Midland, Texas, at 6:30 PM, Monday, June 28, 2021.

Council Members present:	
Council Members absent:	Patrick Payton, Spencer Robnett, Michael Trost, Scott Dufford, John Norman, Jack Ladd, Lori Blong
Staff members present:	Oil & Gas Coordinator Ron Jenkins

The meeting was called to order at 6:35 p.m

SPECIAL SESSION

1. Attend a public meeting held by Midland-Petro D.C. Partners, LLC (Midland-Petro) regarding safety measures, noise control, traffic control and related matters associated with a proposed oil and gas lease and surface use agreement between Midland-Petro and the City of Midland for the development of minerals under Midland Airpark and adjacent properties.

   Wayne Bailey and Keith Bucy of Midland-Petro presented a PowerPoint providing illustrations of plans to develop the minerals at Midland Airpark and answered questions of the audience.

All the business at hand having been completed, the meeting adjourned at 7:35 p.m

PASSED AND APPROVED .

Patrick Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

DRAFT

CITY OF MIDLAND, TEXAS
MIDLAND CITY COUNCIL
SPECIAL MINUTES
June 29, 2021

The City Council convened in **Special** Session in the Hampton Inn, Midland, Texas, at 6:30 PM, Tuesday, June 29, 2021.

Council Members present:	
Council Members absent:	Patrick Payton, Spencer Robnett, Michael Trost, Scott Dufford, John Norman, Jack Ladd, Lori Blong
Staff members present:	Oil & Gas Coordinator Ron Jenkins

The meeting was called to order at 6:32 p.m

SPECIAL SESSION

1. Attend a public meeting held by Midland-Petro D.C. Partners, LLC (Midland-Petro) regarding safety measures, noise control, traffic control and related matters associated with a proposed oil and gas lease and surface use agreement between Midland-Petro and the City of Midland for the development of minerals under Midland Airpark and adjacent properties.

   Wayne Bailey and Keith Bucy of Midland-Petro presented a PowerPoint providing illustrations of plans to develop the minerals at Midland Airpark and answered questions of the audience.

All the business at hand having been completed, the meeting adjourned at 7:01 p.m.

PASSED AND APPROVED July 13, 2021.

Patrick Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

DRAFT

CITY OF MIDLAND, TEXAS
MIDLAND CITY COUNCIL
SPECIAL MINUTES
July 1, 2021

The City Council convened in **Special** Session in the Midland Fire Department Station 5, Midland, Texas, at 9:00 AM, Thursday, July 1, 2021.

Council Members present:	Patrick Payton, John Norman, Jack Ladd
Council Members absent:	Spencer Robnett, Michael Trost, Scott Dufford, Lori Blong
Staff members present:	City Manager Robert Patrick, Deputy City Manager Morris Williams, Assistant City Manager Tina Jauz, City Secretary Amy Turner, Police Chief Seth Herman, Development Services Director Charles Harrington, General Services Director Regina Stephenson, Fire Chief Charles Blumenauer, Airports Director Justine Ruff, Chief Information Officer Jennifer Frescaz, Engineering Services Director Jose Ortiz, Assistant to the City Manager Marcia Bentley-German, Public Information Officer Erin Bailey, Budget Manager Jamie Radcliff, Assistant Utilities Director Cory Moose, Interim Finance Director Christy Weakland

The meeting was called to order at 9:00 a.m

SPECIAL SESSION

1. Attend the grand opening of Midland Fire Department Station 5.

   Fire Chief Chuck Blumenauer welcomed everyone. The invocation was held and colors were posted. Comments were made by Mayor Payton, former Mayor Jerry Morales, former Council Member Sharla Hotchkiss, and Council Member Jack Ladd.

   Chief Blumenauer recognized all who took part in making the station a possibility and invited everyone to tour the fire station.

All the business at hand having been completed, the meeting adjourned at 9:18 a.m.

PASSED AND APPROVED July 13, 2021.

DRAFT

Patrick Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

DRAFT

City Council Meeting

Item Number: 4

Meeting Date: July 13, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AUTHORIZING THE PURCHASE OF MICROSOFT ENTERPRISE VOLUME AND TRUE-UP LICENSING FROM SHI GOVERNMENT SOLUTIONS, INC., OF AUSTIN, TEXAS, THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES, FOR THE COMMUNICATION AND INFORMATION SYSTEMS DEPARTMENT AT A TOTAL COST OF $1,120,411.27; AND AUTHORIZING PAYMENT (DISTRICT: NONE) (GENERAL SERVICES)

Purpose:

Approval of a resolution approving a three-year renewal of Microsoft Enterprise Volume and True-Up licensing for $1,120,411.27 for the Communications and Information Systems Department.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds are available in the FY21 General Fund operating budget.

Discussion:

Staff is recommending the procurement of Microsoft Volume True-Up licensing from SHI Government Solutions, Inc. through Department of Information Resources (DIR) contract DIR-TSO-4092. 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. This is a more efficient process compared to procuring licenses and upgrades throughout the year. It also allows flexibility for continuous projects and upgrades while still maintaining the legality of accounting for Microsoft licensing. Please see the attached memo from Jennifer Frescaz, Chief Information Officer, for further information.

Therefore, please consider a resolution approving the purchase of Microsoft Volume True-Up licensing from SHI Government Solutions, Inc. of Austin, Texas through Department of Information Resources (DIR) contract DIR-TSO-4092 for a total cost of $1,120,411.27.



City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE PURCHASE OF MICROSOFT ENTERPRISE VOLUME AND TRUE-UP LICENSING FROM SHI GOVERNMENT SOLUTIONS, INC., OF AUSTIN, TEXAS, THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES, FOR THE COMMUNICATION AND INFORMATION SYSTEMS DEPARTMENT AT A TOTAL COST OF $1,120,411.27; AND AUTHORIZING PAYMENT

WHEREAS, the Texas Department of Information Resources (the "DIR") is a cooperative program in which the City participates in purchases; and

WHEREAS, the Communication and Information Systems Department has arranged for the purchase of Microsoft Enterprise Volume and True-Up licensing from SHI Government Solutions, Inc., of Austin, Texas, through the DIR for $484,053.71 for year one and for $318,178.78 for years two and three for a total cost of $1,120,411.27 as shown on the quote attached hereto as Exhibit "A" and incorporated herein for all legal purposes; and

WHEREAS, the City Council finds the price proposed for said licensing through the DIR to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to authorize the purchase of said licensing from SHI Government Solutions, Inc., through the DIR;

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

SECTION ONE. That the City Manager is hereby authorized and directed to purchase said licensing for the Communication and Information Systems Department from SHI Government Solutions, Inc., at a total cost of $1,120,411.27.

SECTION TWO. That the City Comptroller is hereby authorized and directed to make payment to SHI Government Solutions, Inc., for the purchase of said licensing from funds available in the FY21 General Fund operating budget upon proper receipt of invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member

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

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

_____
Jennifer Frescaz, Chief Information Officer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

City Council Agenda Item

DATE: **June 24, 2021**

TO: Erika Martinez, Purchasing Manager

FROM: Jennifer Frescaz, Chief Information Officer

SUBJECT: Consider a resolution approving a three-year renewal of Microsoft Enterprise Volume and True-Up licensing for $484,053.71 for the Communications and Information Systems Department.

Purpose:
Consider a resolution approving a three-year renewal of Microsoft Enterprise Volume and True-Up licensing for $484,053.71.

Discussion:
Prior to the annual renewal, we are required to align our Enterprise Agreement with the total number of licenses added in the previous 12 months. The annual process is referred to as a True-up Process by Microsoft. It is a more streamlined process compared to procuring licenses and upgrades throughout the year. It allows flexibility for continuous projects and upgrades while still maintaining the legality of accounting for Microsoft licenses.

The total cost of the True-up licenses including Office 365 licenses is $484,053.71 and will come from CISD Information Systems Software Maintenance. The subsequent years will be budgeted in the CISD Software Maintenance at $318,178.78 per year.

Pricing Proposal
Quotation #: 20439287
Reference #: EA# 51328804
Created On: 5/6/2021
Valid Until: 7/16/2021

City of Midland

Jennifer Frescaz
P.O. BOX 1152
Midland, Texas 79702
UNITED STATES
Phone: (432) 685-7510
Fax: (432) 686-1699
Email: jfrescaz@midlandtexas.gov

Inside Account Executive

Dakota Haines
1301 South Mo-Pac Expressway
Suite 100
Austin, TX 78746
Phone: 512-770-4469
Fax:
Email: Dakota_Haines@shi.com

Click here to order this quote

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	CISSteDCCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9GS-00135 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 8/1/2021 – 7/31/2022 **Note:** Year 1 of 3 - Price will remain the same years 2 & 3 barring any additions	24	$163.72	$3,929.28
2	ExchgSvrStd ALNG SA MVL Microsoft - Part#: 312-02257 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 8/1/2021 – 7/31/2022 **Note:** Year 1 of 3 - Price will remain the same years 2 & 3 barring any additions	1	$124.43	$124.43
3	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7NQ-00292 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 8/1/2021 – 7/31/2022 **Note:** Year 1 of 3 - Price will remain the same years 2 & 3 barring any additions	48	$576.29	$27,661.92
4	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL Microsoft - Part#: 6VC-01254 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 8/1/2021 – 7/31/2022 **Note:** Year 1 of 3 - Price will remain the same years 2 & 3 barring any additions	140	$21.28	$2,979.20
5	WinSvrDCCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EA-00278 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 8/1/2021 – 7/31/2022 **Note:** Year 1 of 3 - Price will remain the same years 2 & 3 barring any additions	245	$124.43	$30,485.35

6	CoreCALBridgeO365 ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-12414 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 8/1/2021 – 7/31/2022 **Note:** Year 1 of 3 - Price will remain the same years 2 & 3 barring any additions	50	$19.20	$960.00
7	CoreCALBridgeO365FromSA ALNG SubsVL MVL Pltfrm PerUsr Microsoft - Part#: AAA-12417 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 8/1/2021 – 7/31/2022 **Note:** Year 1 of 3 - Price will remain the same years 2 & 3 barring any additions	1000	$15.48	$15,480.00
8	WINENTperDVC ALNG SA MVL Pltfrm Microsoft - Part#: KV3-00353 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 8/1/2021 – 7/31/2022 **Note:** Year 1 of 3 - Price will remain the same years 2 & 3 barring any additions	808	$41.75	$33,734.00
9	ExchgOnlnP1GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 3MS-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 8/1/2021 – 7/31/2022 **Note:** Year 1 of 3 - Price will remain the same years 2 & 3 barring any additions	225	$37.32	$8,397.00
10	ExchOnlnArchGCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 4ES-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 8/1/2021 – 7/31/2022 **Note:** Year 1 of 3 - Price will remain the same years 2 & 3 barring any additions	225	$26.52	$5,967.00
11	O365GCCE1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: U4S-00002 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 8/1/2021 – 7/31/2022 **Note:** Year 1 of 3 - Price will remain the same years 2 & 3 barring any additions	50	$78.60	$3,930.00
12	O365GCCE3fromSA ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-11924 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 8/1/2021 – 7/31/2022 **Note:** Year 1 of 3 - Price will remain the same years 2 & 3 barring any additions	1000	$183.72	$183,720.00
13	PowerAutomateplanGCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: SFR-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 8/1/2021 – 7/31/2022 **Note:** Year 1 of 3 - Price will remain the same years 2 & 3 barring any additions	5	$162.12	$810.60

Subtotal	$318,178.78
Shipping	$0.00
Total	$318,178.78

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Pricing Proposal
Quotation #: 20597756
Reference #: EA# 51328804
Created On: 6/10/2021
Valid Until: 6/30/2021

City of Midland

Jennifer Frescaz
P.O. BOX 1152
Midland, Texas 79702
UNITED STATES
Phone: (432) 685-7510
Fax: (432) 686-1699
Email: jfrescaz@midlandtexas.gov

Inside Account Executive

Dakota Haines
1301 South Mo-Pac Expressway
Suite 100
Austin, TX 78746
Phone: 512-770-4469
Fax:
Email: Dakota_Haines@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic Microsoft - Part#: 7NQ-00302 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: – 7/31/2021	32	$2,591.69	$82,934.08
2	WinSvrDCCore ALNG LicSAPk MVL 2Lic CoreLic Microsoft - Part#: 9EA-00039 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: – 7/31/2021	149	$556.65	$82,940.85

Subtotal	$165,874.93
Shipping	$0.00
Total	$165,874.93

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

City Council Meeting

Item Number: 5

Meeting Date: July 13, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AWARDING A CONTRACT FOR THE MIDLAND DRAW UTILITY ADJUSTMENT PROJECT TO RED DEER CONSTRUCTION, LLC, FOR A TOTAL COST OF $420,818.00; AND APPROVING $84,163.00 FOR CONTINGENCIES (DISTRICT 2) (GENERAL SERVICES)

Purpose:

Approval of a resolution authorizing the execution of a contract for the Midland Draw Utility Adjustments Project for the Utilities Department.

Recommended City Council Action:

Approve

Fiscal Impact:

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

Discussion:

The City Manager approved plans and specifications and authorized advertisement for bids for the approval of a resolution authorizing the execution of a contract for the Midland Draw Utility Adjustments Project. The bid request was sent to eighty-four (84) companies. We received a sole bid. Staff recommends awarding a contract to the sole bidder, Red Deer Construction LLC for the amount of $420,818.00. Please see the attached memo from Carl Craigo, Utilities Director, for more information.

Therefore, please consider a resolution awarding a contract for the Midland Draw Utility Adjustments Project to Red Deer Construction LLC of Midland, Texas for the amount of $420,818.00. Staff is also requesting as additional $84,163.00 in contingences for a total cost of

$504,981.00.

Morris Williams Jr.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE MIDLAND DRAW UTILITY ADJUSTMENT PROJECT TO RED DEER CONSTRUCTION, LLC, FOR A TOTAL COST OF $420,818.00; AND APPROVING $84,163.00 FOR CONTINGENCIES

WHEREAS, the City Manager approved plans and specifications and authorized the advertisement for bids for the Midland Draw Utility Adjustment Project; and

WHEREAS, Bid No. D21-03 was opened on June 17, 2021, with the sole conforming bid being submitted by Red Deer Construction, LLC, as shown on the bid tabulation attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the City Council finds the amount proposed by Red Deer Construction, LLC, to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to award a contract to Red Deer Construction, LLC, for the Midland Draw Utility Adjustment Project; and

WHEREAS, the City Council finds it to be in the public interest to approve $84,163.00 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 Red Deer Construction, LLC, for the Midland Draw Utility Adjustment Project for a total cost of $420,818.00. 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 $84,163.00 for contingencies is hereby approved for said contract.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Red Deer Construction, LLC, pursuant to the terms of said contract from funds available in a designated project of Fund 305 upon receipt of proper invoices or statements approved

by the City Manager.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

S:\Resolutions\Purchase\2021\Contracts\Award Contract - Midland Draw Utility Adjustment Project.wpd

INTEROFFICE MEMORANDUM

TO: Erika Munoz, Purchasing Manager

FROM: Carl Craigo, PE, Utilities Director

SUBJECT: Consider a resolution awarding a construction contract for the Midland Draw Utility Adjustment project to Red Deer Construction

DATE: July 13, 2021

Parkhill engineering under the engineering on call program prepared plans and specification for the Midland Draw Utility Adjustment Project. The project rehab includes 20 manholes using a structural coating system and adjust water lines in the Midland Draw.

The prepared plans and specifications were issued for bid on May 26, 2021 and opened on June 16, 2021.

Red Deer Construction was the sole conforming bid with a bid of $420,818. The project cost is set at $504,981 which includes a 20% contingency for the project.

After review of the bid, staff recommends a resolution for approval for bid award and authorization of funds.

The project will be paid for from FY2021 Utilities unappropriated fund balance, and will be transferred to a project for said purpose in Fund 305,

D21-03 Midland Draw Utility Adjustment Project - Front Street to Golf Course Road

City of Midland - Engineering Services; June 17, 2021

BID TAB					Red Deer Construction, LLC		
Bid Item	Pay Note	Description	Quantity	Units	Bid # Unit Price	Bid Total	Actual Bid Total
Miscellaneous Items							
1	M1	Mobilization	1	MO	$ 12,500.00	$ 12,500.00	$ 12,500.00
2	M2	Temporary Erosion/Sediment Control	1	MO	$ 4,000.00	$ 4,000.00	$ 4,000.00
3	M3	Traffic Control	1	MO	$ 2,500.00	$ 2,500.00	$ 2,500.00
4	M4	Job Site Safety	1	MO	$ 3,500.00	$ 3,500.00	$ 3,500.00
5	M5	Outfall Protection Gabion Wall	1	EA	$ 50,000.00	$ 50,000.00	$ 50,000.00
6	M6	Material Mark-up	Percentage	%	20.00%	20.00%	20.00%
7	M7	Labor Mark-up	Percentage	%	20.00%	20.00%	20.00%
8	M8	Equipment Rental Mark-up	Percentage	%	20.00%	20.00%	20.00%
Demolition Items							
1	D1	Removal & Disposal of Existing 30" HDPE Storm Drain	21	LF	$ 238.00	$ 4,998.00	$ 4,998.00
Wastewater Items							
1	WW1	6" SDR 26 ASTM D2241, PVC Wastewater Main	116	LF	$ 95.00	$ 11,020.00	$ 11,020.00
2	WW1	8" SDR 26 ASTM D2241, PVC Wastewater Main	83	LF	$ 100.00	$ 8,300.00	$ 8,300.00
3	WW2	Manhole Ring & Cover Adjustment	14	EA	$ 4,000.00	$ 56,000.00	$ 56,000.00
4	WW3	Lower Concrete Manhole	2	EA	$ 6,500.00	$ 13,000.00	$ 13,000.00
5	WW4	60" Fiberglass Manhole & Cover, (0' - 15')	3	EA	$ 30,000.00	$ 90,000.00	$ 90,000.00
6	WW5	Structural Lining Rehabiliation, Brick Manholes	9	EA	$ 7,000.00	$ 63,000.00	$ 63,000.00
7	WW6	Structural Lining Rehabiliation, Concrete Manholes	11	EA	$ 8,500.00	$ 93,500.00	$ 93,500.00
8	WW7	Sawcut Fibeerglass Barrel and Lower Manhole	1	EA	$ 8,500.00	$ 8,500.00	$ 8,500.00
		Base Bid Total				**$ 420,818.00**	**$ 420,818.00**
						$ 420,818.00	$ 420,818.00
							$0.00

SPECIFICATIONS

Project Name: Midland Draw Utility Adjustments Project - Front Street to Golf Course Road

Project Number: D20-01

MAYOR

Patrick Payton

COUNCIL MEMBERS

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

CITY ENGINEER

Matt C. Carr, P.E.



05/18/2021

Prepared by City of Midland, Texas
Engineering Services Division

May 2021

NOTICE TO BIDDERS

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

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

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

Sealed proposals, addressed to the Mayor and City Council of the City of Midland, Texas, for the furnishing of materials and labor together with other miscellaneous and appurtenant work will be received at the office of the City Secretary, City Hall, Midland, Texas, until 2:00 p.m. on the 16th day of June, 2021, and publicly opened and read aloud at that time.

ATTENTION: The public bid opening will be in the City Council Meeting Chambers in order to enable social distancing by the attendees due to COVID-19. Attendees must wear masks while they are inside City Hall.

The Proposed Work provides for the furnishing of materials and labor for Midland Draw Utility Adjustments Project - Front Street to Golf Course Road together with other miscellaneous and appurtenant work.

ATTENTION: A NON-MANDATORY PRE-BID MEETING TELECONFERENCE will be held at 3:00 p.m. on Wednesday, June 9th, 2021. There will be no in-person pre-bid meeting due to COVID-19.

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

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

csanchez@midlandtexas.gov

The deadline for submitting additional questions after the Non-Mandatory Pre-Bid Meeting Teleconference is Noon on Friday, June 11, 2021. Questions submitted before the Noon deadline will be included in the Addendum that will go out that same day along with all discussion items, questions, answers, and any new information resulting from the Non-Mandatory Pre-Bid Meeting Teleconference. Questions submitted after the Noon deadline will not receive any additional information and will instead only be directed to the information already provided.

Bids will be received on a unit price basis.

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

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

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

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

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

WAIVER OF ATTORNEY FEES

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

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

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

WAIVER

BIDDER’S WAIVER:

BY SUBMITTING A BID, THE BIDDER AGREES TO WAIVE AND DOES HEREBY VOLUNTARILY AND INTENTIONALLY WAIVE, ABANDON AND RELINQUISH ANY CLAIM THE BIDDER HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY OF MIDLAND, TEXAS, AND THE CITY’S EMPLOYEES, AGENTS AND OFFICERS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FOLLOWING:

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

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

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

4. **AWARD OF THE CONTRACT**

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

City of Midland

Amy Turner
City Secretary

Form Revised March 2021

INSTRUCTION AND INFORMATION FOR BIDDERS

1. LOCATION AND EXTENT OF WORK

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

The location and details for the construction and related work are shown upon a set of drawings dated May 17, 2021 and numbered from 1 through 26 inclusive. These drawings and plans, together with the specifications, form a part of the Contract. Where figures are shown on the drawings, they shall take precedence over scaled distances and dimensions.

2. TIME AND PLACE OF RECEIVING BIDS

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

3. PREPARATION OF BID FORM

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

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

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

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

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

4. EXAMINATION OF SITE, DRAWINGS, ETC

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

5. WITHDRAWAL OF BIDS

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

6. AGREEMENT AND BONDS

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

7. INTERPRETATION OF PLANS AND DOCUMENTS

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

8. BIDDERS INTERESTED IN MORE THAN ONE BID

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

9. AWARD OF CONTRACT

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

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

10. OPENING OF BIDS

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

11. COMPARISON OF BIDS

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

12. BID GUARANTY

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

13. CONTRACT DOCUMENTS

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

14. TIME ELEMENT

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

15. PAYMENTS

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

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

Revised March 2021

NOTICE TO BIDDERS

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

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

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

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

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

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

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

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

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

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

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Red Deer Construction LLC

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

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

N/A

Name of Officer

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

N/A

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

7

Signature of vendor doing business with the governmental entity

10/16/2021

Date July 13, 2021

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CITY OF MIDLAND

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

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

(1) the lowest bidder; or

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

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

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

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: Red Deer Construction LLC

Local Address (must be within the City limits): 401 N. Colorado Midland, TX 79701

1. Is the above address the principal place of business for the business named above? ☒ Yes ☐ No
2. How many residents of the City of Midland are employed at the above business location? 20
3. Year your business was established in the City of Midland: 2013
4. If you collect sales tax for ANY class of customer, provide the following Reseller information:

   Reseller Permit Number: 46-2536880

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

   Red Deer Construction LLC
   PO Box 51473
   Midland, TX 79710

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

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

   ☒ Yes ☐ No

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

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

Authorized Signature: [signature] Date: 06/16/2021

Printed Name and Title: David Chandler III

REDDEER-01 BCAMPBELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/30/2020

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
Boley-Featherston Insurance
701 Lamar Street
Wichita Falls, TX 76301

CONTACT NAME:
PHONE (A/C, No, Ext): (940) 723-7111 FAX (A/C, No): (940) 723-7631
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: FCCI Insurance Company	10178
INSURER B: Evanston Insurance Company	35378
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Red Deer Construction, LLC
P.O. Box 51473
Midland, TX 79710

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						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			CPP100061669	10/1/2020	10/1/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	$1,500 deductible PD per claim OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			CA100061670	10/1/2020	10/1/2021	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			UMB100061671	10/1/2020	10/1/2021	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC0100061672	10/1/2020	10/1/2021	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Excess Liability			MKLV4EUE100366	10/2/2020	10/1/2021	Each Occurrence	5,000,000
A	Limited Pollution			CPP100061669	10/1/2020	10/1/2021	Work Sites	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Midland
PO Box 1152
Midland, TX 79702-1152

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: REDDEER-01 BCAMPBELL

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Boley-Featherston Insurance	Red Deer Construction, LLC P.O. Box 51473 Midland, TX 79710
POLICY NUMBER	
SEE PAGE 1	
CARRIER / NAIC CODE	
SEE PAGE 1 / SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

additional info

The Auto and General Liability policies include a blanket additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The Auto, General Liability and Worker's Compensation policies include a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

The Auto, General Liability and Umbrella policies include a special endorsement with "Primary and Noncontributory" wording.

The Umbrella policy follows form of the Underlying Policies with regard to Additional Insured and Waiver of Subrogation.
Pollution coverage is excluded in the umbrella

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TECHNICAL SPECIFICATIONS

FOR: Midland Draw Utility Adjustments Project – Front Street to Golf Course Road

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

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

1) Excavation, Embankment and Preparation of Subgrade
2) Concrete Curb and Gutter, Sidewalks, Driveways, Valley Gutters, Center Drains and Rip Rap
3) Flexible Base, Caliche
4) PVC Pipe Casings
5) Water Line Specifications
6) Gravity Flow Sewers for Wastewater and Storm Water

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

The bidder/contractor is to pay particular attention to the Epoxy Rehabilitation Specifications for this project:

1) Geokrete Geopolymer Liner Specification 05/19
2) S301 by Warren Epoxy

GENERAL CONDITIONS AND PROVISIONS

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. CONFLICT OF PROVISIONS

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

3. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

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

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

4. TIME ELEMENT

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

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

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

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

5. PAYMENT TO CONTRACTOR

ESTIMATED QUANTITIES:

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

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

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

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

PAYMENT; RETAINAGE:

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

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

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

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

FINAL COMPLETION AND ACCEPTANCE:

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

FINAL PAYMENT:

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

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

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

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

(b) For defective work not remedied.

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

7. CERTIFICATE OF PAYMENT

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

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

8. EXTRA, ADDITIONAL OR OMITTED WORK PAYMENT

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

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

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

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

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

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

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

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

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

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

9. ASSIGNMENT OF CONTRACT

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

10. SUBCONTRACTORS

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

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

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

11. SUSPENSION OF WORK

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

12. RIGHT OF OWNER TO TERMINATE CONTRACT

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

13. RIGHT OF CONTRACTOR TO TERMINATE CONTRACT

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

14. INCIDENTAL WORK

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

15. PERMITS – COMPLIANCE WITH LAW

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

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

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

16. INSPECTION BY OWNER

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

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

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

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

17. PATENTS

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

18. MUTUAL RESPONSIBILITY OF CONTRACTORS

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

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

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

19. NOTICE AND SERVICE THEREOF

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

20. QUALITY OF MATERIALS AND WORKMANSHIP

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

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

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

21. SPECIAL METHODS

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

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

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

23. COVERING WORK

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

24. UNFAVORABLE WEATHER

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

25. ALL WORK SUBJECT TO FINAL INSPECTION

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

26. PUBLIC CONVENIENCE

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

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

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

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

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

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

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

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

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

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

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

27. TRAFFIC CONTROL

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

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

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

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

28. PROTECTION OF NEW WORK

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

29. MONUMENTS OR STAKES

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

30. USE OF COMPLETED PORTIONS

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

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

31. USE OF PREMISES

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

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

32. SAFETY RESTRICTIONS

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

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

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

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

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

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

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

33. INSURANCE REQUIREMENTS AND WORKERS COMPENSATION

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

34. INDEMNIFICATION

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

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

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

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

35. RELEASE

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

36. INDEPENDENT CONTRACTOR

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

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

37. QUALIFICATIONS FOR EMPLOYMENT

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

38. PAYROLLS OF CONTRACTOR AND SUBCONTRACTORS

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

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

39. POSTING WAGE RATES

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

40. PAYMENT OF EMPLOYEES

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

41. WAGE UNDERPAYMENT AND ADJUSTMENTS

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

42. COMPUTATION OF WAGES ON 8 – HOUR DAY

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

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

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

43. OVERTIME WORK AND WORK ON SUNDAYS AND LEGAL HOLIDAYS

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

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

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

44. CONTRACT SECURITY

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

45. DELAYS

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

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

LATE COMPLETION; LIQUIDATED DAMAGES:

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

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

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

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

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

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

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

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

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

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

46. ERRORS AND OMISSIONS

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

47. SPECIFICATIONS AND DRAWINGS

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

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

48. CONSTRUCTION STAKING

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

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

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

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

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

49. SANITATION

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

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

The Engineer may establish such other sanitary rules and regulations as may seem necessary and desirable to the safe prosecution of the work, such rules and regulations to apply to all forces employed under this Contract, and if, the Contractor fails to observe and enforce these rules, the Engineer may enforce them at the expense of the Contractor.

50. WATER FOR CONSTRUCTION

The Contractor may obtain all water necessary for construction purposes from the Municipal Waterworks System at the regular customer service rate, but the Contractor must make all necessary arrangements with the Director of Utilities for necessary connections and meters. The Contractor must make his own provisions and provide such equipment as is necessary for conveying water from point of service to point of use. No extra compensation will be allowed and the Contractor shall anticipate the expense connected herewith and absorb said expense in the prices bid for the various bid items.

51. SEQUENCE AND SPEED OF WORK

The Engineer shall direct the order and sequence of the work. If at any time before the commencement or during the progress of the work, the materials and appliances used appear to the Engineer as insufficient and improper for securing the quality of work required or the required rate of progress, he may order the Contractor to increase their efficiency or to improve their character and the Contractor shall conform to such order. The

failure of the Engineer to demand any increase of such efficiency or improvement shall not release the Contractor from his obligations to secure the quality of work or the rate of progress specified.

52. INSPECTION AND TESTING OF MATERIAL

The sampling and testing of materials used or proposed to be used in the construction of this project will be made by the Engineer, his designated representative or certified testing laboratory personnel in accordance with methods prescribed by the American Society of Testing Materials and/or the American Association of State Highway Officials, with subsequent approved revisions made prior to the date of the Proposal. The selection of the method of test shall be designated by the Engineer. The Contractor shall bear the cost of all tests required before a material or a method is approved for use on the job, unless the Owner specifically agrees to bear the cost of these tests.

All tests required by the Owner after materials and/or methods have been approved and after they have been incorporated or used in the job will be paid for by the Owner, except if the Owner's tests reveal non-conformance with the specifications, subsequent tests on that part of the work required to determine if the replaced or reworked material meets the specifications, will be paid for by the Contractor. The City will pay only one time for any required testing.

The following is a summary of test required for the approval of materials or methods:

Material	**Test**
Subgrade	Maximum density, optimum moisture
Caliche Base:	Maximum density, optimum moisture, hardness, gradation, liquid limit, plasticity index, Texas Triaxial Classification
Aggregates for hot-mix:	Gradation, unit weight, abrasion, soundness, liquid limit, plasticity index, density
Asphalt, emulsions and tars:	Certified plant test and certificates of compliance with each shipment
Hot- Mix asphaltic concrete:	Design mix, swell test, stripping test
Portland cement concrete pavement:	Design mix with test cylinders

Any materials shipped by the Contractor from the factory prior to having satisfactorily passed such testing and inspection by the Owner’s representative or prior to the receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated in the work.

The Owner may, at its discretion, approve materials and/or methods for use on this project without testing when they are from sources previously tested and approved for City of Midland projects.

53. CONSTRUCTION SCHEDULE

It shall be the responsibility of the Contractor to furnish the Construction Engineer prior to construction a schedule out – lining the anticipated time each phase of construction will begin and be completed, including sufficient time being allowed for clean – up.

54. PROFILES AND ELEVATIONS

Profiles and elevations of the ground are shown on the plans hereto attached. These profiles and elevations are believed to be reasonably correct, but are not guaranteed to be absolutely so, and are represented only as an approximation. Elevations are referred to datum given by the Engineer.

55. CLEANUP

During the progress of the work, the Contractor shall maintain the work area in a reasonably clean and safe condition. Dirt, debris, excess excavation and other objectionable materials shall be removed from the site and disposed of on a daily basis.

After completion of all the work contemplated to be done in accordance with the detailed plans and these specifications, the premises and area along the entire line of the work shall be thoroughly cleaned up and all remaining structural materials, excess or surplus excavation and debris of any nature shall be removed and disposed of in a satisfactory manner and as directed by the Engineer. The site of all work shall appear neat and finished. All portions of the project when completed shall be ready for use or occupancy.

No compensation or payment shall be made for any cleanup work. The price for such cleanup work shall be absorbed in the items covered in the proposal.

56. GUARANTEE

The contractor shall and hereby does guarantee: (1) all work performed by him directly and all work performed by his subcontractors; (2) that all material specified; and (3) that any defect due to improper workmanship or material discovered and made known to him within one year (1) f the date of final acceptance of the improvements shall be repaired, replaced, corrected or otherwise made good by him without additional expense to the Owner. The Contractor shall, in case of work performed by his subcontractors and where guarantees are required, secure guarantees from said subcontractors and deliver copies of same to the Engineer upon completion of the work.

57. WAIVER OF ATTORNEY FEES:

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

CONTRACTOR AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. THE CONTRACTOR ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE CONTRACT. THE CONTRACTOR FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN

THE OWNER AND THE CONTRACTOR. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

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

58. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Contract shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Contract or the performance of this Contract shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Contract shall be deemed to have occurred in Midland County, Texas. This Contract shall be governed by, interpreted, enforced and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way that would direct application of the laws of another jurisdiction.

59. SOVEREIGN IMMUNITY

By executing this Contract, the City is not waiving its right of sovereign immunity. The City is retaining its immunity from suit. The City is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

60. NO THIRD – PARTY BENEFICIARY

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

61. NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES

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

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

62. ASSIGNMENT

Contractor shall not, either directly or indirectly, assign all or any part of this contract or any interest, right or privilege herein, without the prior written consent of the owner. The issue on whether or not to grant consent to an assignment is in the sole discretion of the owner.

63. FEDERAL WAGE REQUIREMENTS

If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Contract, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Contract, to which the parties to this Contract have agreed to be bound.

64. PROMPT PAY ACT

The owner and contractor agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

Updated September 2014

SPECIAL PROVISIONS

ATTENTION: All Bidders are directed to pay special attention to the NOTICE TO BIDDERS section of the bid packet. The Coronavirus (COVID-19) pandemic has resulted in several changes to the City of Midland's normal bid process, and bidders have sole responsibility for complying with the current bid process requirements. Bidders also have sole responsibility for verifying that any bid submitted is completed correctly and includes all of the required documentation, including addendums.

1. SCOPE OF WORK:

Included in this Project will be the Midland Draw Sewer Manhole Rehabilitation Project – Front Street to Golf Course Road Project to be performed as outlined in the Plans and Specifications, which are necessary to satisfactorily complete the work.

The project base bid will include demolition of existing structures, installation and removal of outfall protection wall, existing manhole rehabilitation, manhole replacement, manhole adjustments, sanitary sewer pipeline installation including all necessary mobilization as well temporary as erosion control, traffic control, coordination with City of Midland staff and organizations such as TxDOT, OSHA, franchise utilities, etc. as needed, One Call (Texas 811) notifications for pending work, notifications to adjacent property owners as directed by City of Midland staff, and all other work to be performed as outlined in the Construction Drawings and Specifications, to satisfactorily complete the work.

Additive Alternate 1 will include flexible caliche base for the service roads along the top banks.

The Owner reserves the right to abandon, without obligation to the Contractor, any part of the project, or the entire project, at any time before the Contractor begins any construction work authorized by the Owner.

Standard Specifications for Construction of the City of Midland will govern all construction, except as modified by these Special Provisions.

2. ORDER OF PRECEDENCE:

The Special Provisions take precedence over the General Conditions in this bid packet anywhere these two sections are not in agreement.

The Special Provisions take precedence over the City of Midland Specifications in this bid packet anywhere these two sections are not in agreement.

The Contractor is to bid the quantities in the Proposal section of the bid packet even if there is a discrepancy between the Proposal quantities and those noted or measured in the construction drawing set.

In the construction drawing set any written or noted dimension takes precedence over dimensions measured based on the drawing scale unless otherwise directed by the Engineer.

Any changes or revisions made as part of an Addendum for this project take precedence over the original bid packet and construction drawing set where the documents are in conflict.

3. EXAMINATION OF SITE:

Prospective bidders are to make a careful examination of the entire site of the project and are to make such explorations as may be necessary to determine the subsoil and/or water conditions to be encountered; improvements and obstructions which may be encountered; methods of providing ingress-egress to private as well as public property; methods of handling traffic during construction and maintenance of the entire project as well as any section thereof, protection of all existing structures both above and below ground; and how the plans fit the proposed project and especially if any discrepancies exist.

4. PAYMENT:

Payment and retainage (five percent, 5%) shall be per the General Conditions.

Payment will be made for material installed, not for material delivery.

5. SAFETY REQUIREMENTS:

It is the responsibility of the Contractor to follow and comply at all times with Occupational Safety and Health Administration (OSHA) and all other applicable safety regulations and requirements throughout the course of the project's work.

6. SAFETY RESTRICTIONS – WORK NEAR HIGH VOLTAGE LINES:

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

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

   "**WARNING – UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES"**

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

3) When necessary to work within six feet of high voltage electric lines, notification shall be given to the power company of who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. The notifying department shall maintain an accurate log of all such calls to the Power Company, and shall record action taken in each case.

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

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

7. TRAFFIC CONTROL:

All proposed traffic control shall be approved by the City where applicable. All traffic control plans must be submitted to and approved by the Traffic Operations Division no less than two (2) business days prior to starting the construction work. Traffic control for each phase of work must be approved prior to starting that work.

Generic traffic control plans or typical details may be submitted for shoulder work on any class of roadway, or for work on local or collector streets that does not require the closure of any travel lanes (i.e., all lanes are open to traffic on striped roadways, or adequate width remains available for two-way traffic on unstriped roadways). Once a generic traffic control plan or typical detail for a certain type of setup has been approved one time, the Contractor shall only be responsible for notifying the Traffic Operations Division of the location, type of setup, and dates on which they intend to utilize the pre-approved traffic control for the duration of the contract. No additional plan submittals will be required in these cases, except that the City reserves the right to suspend this exception at its discretion. For any work not fitting the above exception, or in the event that the exception is suspended by the City, a site-specific traffic control plan will be required for each work location and time period.

1. All temporary traffic control shall be in general conformance with the *Texas Manual on Uniform Traffic Control Devices* (TMUTCD) (latest edition as adopted by the Texas Department of Transportation), except as specifically directed by the City Engineer or City Traffic Engineer.
2. All temporary traffic control shall be designed, installed, and maintained by competent and qualified personnel with adequate experience in traffic control.
3. All temporary traffic control involving multiple lane closures or traffic shifts, full closures of collector or arterial streets, traffic control extending through a railroad crossing, or any setup reasonably determined by the City to be "complex", shall be implemented only by a contractor with specific experience and expertise in the field of traffic control (i.e., a qualified "barricade company").
4. A Traffic Control Plan (TCP) shall be submitted to the Engineering Services Department, Traffic Operations Division, in advance of any work in the right-of-way that impacts traffic. No work shall occur until an approved TCP has been returned to the Contractor.
5. A copy of the approved TCP shall be kept in the possession of the person responsible for supervising the traffic control at all times while working in the right-of-way. The approved TCP shall be presented to City staff or law enforcement upon demand at any time.
6. Depending on site conditions and the nature of the work, temporary traffic control may be approved by the City for either of the following:
    a. All Times – All traffic control, including closures, may remain in place 24 hours per day until expiration of the approved TCP.
    b. Off-Peak Only – Lane or road closures are NOT permitted from 6:00-9:00 AM and 4:00-7:00 PM on weekdays (Monday through Friday). Other traffic control not related to lane or road closures may remain in place 24 hours per day until expiration of the approved TCP.
7. The contractor setting the temporary traffic control shall be responsible for the maintenance and upkeep of all signs, barricades, and other devices, at all times.
    a. All temporary traffic control setups shall be maintained at least one time per day, including weekends and holidays.
    b. More frequent maintenance shall be performed as needed, with particular emphasis to following up after severe weather events or during times of high winds.

c. Maintenance shall include:
    i. Verifying and correcting the location and orientation of all signs, barricades, and other devices;
    ii. Keeping signs and reflective areas of barricades and other devices clean and free of dirt buildup so as to maintain appropriate visibility and legibility; and
    iii. Ensuring the proper location, orientation, and operation of arrow boards or message boards, if present.

8. Arrow boards shall be required for lane closures under the following conditions:
    a. On roadways with a posted speed limit of 55 MPH or greater, for closures lasting more than one (1) hour;
    b. On roadways with a posted speed limit of 45 MPH or greater, for closures lasting more than four (4) hours;
    c. On any roadway if lanes will remain open to traffic travelling in the same direction on both sides of a closed lane during any overnight hours (from 7:00 PM to 6:00 AM); and

At other times as shown on the approved TCP, or as otherwise directed by the City.

8. DETOURS:

The Contractor is to prosecute his work in such a manner as to create a minimum of interruption to traffic and pedestrian facilities and to the flow of vehicular and pedestrian traffic within the project area.

9. PROPERTY AND RIGHT-OF-WAY ACCESS:

Access to adjacent property must be maintained at all times unless otherwise directed by the Engineer. If the contractor will not be working in an area for a period of one week or more, special care is to be taken to address any unsafe conditions such as excavated areas or obstructions outside the worked area that could be tripping hazards, etc.

10. CONSTRUCTION SCHEDULE:

It is the responsibility of the Contractor to furnish the Construction Engineer, prior to construction, with a schedule outlining the anticipated time each phase of construction will begin and be completed, including sufficient time being allowed for clean-up.

11. CONSTRUCTION STAKING:

It is the responsibility of the Contractor to provide the project construction staking at fifty foot (50') intervals along the entire length of the project as well as at such control points as the Contractor deems necessary for proper execution of the work. Construction staking is to include grading and cuts as well as horizontal alignments and construction control points. Cut sheets are to be provided to the Engineer by the Contractor for review and approval.

12. SURVEY:

The Contractor is to provide GPS survey shots for all meters replaced to the City of Midland with each completed work order submittal. Survey data is to be shot in Texas Central Zone with 1983 NAD at 1.0' accuracy or better. Survey data is to be provided in Excel csv. file format with all rounding functions turned off.

13. WATER FOR CONSTRUCTION:

The Contractor is to install a water tap with a valve can at the location shown on the plans and make all necessary arrangements with the Director of Utilities for necessary connections and meters. Water used for soil conditioning and compaction efforts will be incidental to the project. However, vegetative watering will be paid on a weekly basis at a frequency specified on the plans or as directed by the Engineer. The contractor shall use water sparingly, only for the activities described in this section.

14. CONSTRUCTION MATERIALS:

The Contractor is to only provide new materials for permanent installation in any and all parts of this project, and all such materials must comply with the General Conditions, the Bid Packet Specifications, and all applicable City of Midland Standards and Specifications.

For this project, the Standard Specification is hereby amended to read:

Concrete is only to be placed when the ambient temperature is between 40 degrees and 95 degrees Fahrenheit and the ambient temperature in the shade is higher than 40 degrees Fahrenheit or is 40 degrees Fahrenheit and rising.

All concrete pavement joints are to be sealed with Texas Department of Transportation (TxDOT) DMS-6310 SL-2 sealant, an American Society for Testing and Materials (ASTM) D 1190 Hot-Applied Single Component Joint Sealant, or a City of Midland approved equal. This will not apply to curb or sidewalk joints.

No construction materials are to be placed or installed during rain events unless they are necessary to resolve an emergency situation or to facilitate the project site erosion control measures.

15. EROSION CONTROL:

Erosion control is the responsibility of the Contractor and erosion control measures are to be implemented so as to prevent sediment erosion from wind, rain, and other elements from the project site. Should the Owner feel that supplementary erosion control measures are required in addition to those implemented by the Contractor then the Contractor will include additional erosion control measures within reason to the Owner's satisfaction and/or TCEQ requirements.

Reasonable erosion control measures include but are not limited to: construction entrance(s), concrete washout(s), perimeter silt fence or fiber wattle, rock rip-rap dams for concentrated runoff control, gutter and inlet protection measures such as sand bags, and stabilization of the construction area surfaces when construction work is not actively occurring by means of vegetative cover or seeded erosion control blankets.

Supplemental erosion control measures are ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes.

The project is in a large drainage channel and it is subject to flooding during small rain events. The contractor is to install a gabion outfall protection wall intended to protect downstream infrastructure from accumulated sediment. Any sediment accumulated along the wall is to be removed and replaced after each event. The gabion wall is to remain in place until final stabilization of the project is achieved. The contractor shall remove the wall at the end of the final stabilization period.

Site cleanup work is to be done for this project as soon as possible as per the General Conditions and will be ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes. Site cleanup is to take place throughout the project's construction as needed to maintain a clean and professional looking work area. No more than three calendar days are to elapse after completion of construction before the final roadway and right-of-way cleanup has been completed to the satisfaction of the Engineer.

16. WASTE MATERIAL:

Excess concrete material must be washed out in a concrete washout within the project's job site area, or else any and all other concrete material washout must occur away from the job site area in the Contractor's or concrete Supplier's own operation yards or properties. Under no circumstances are concrete trucks allowed to washout in any job site excavations, channels, public right-of-way, or on private property.

Demolished material will become the property of the Contractor. Demolished material is be disposed in accordance with Federal, State and Local regulations.

With the exception of topsoil and excess material from excavation, no other material is to be placed on City property or private property without the approval of the Engineer and the property owner. Existing topsoil within the project area is to be striped and hauled away to a designated location shown on the plans. Material from excavation shall be reused on fill areas. All remaining excess material from excavation is to be hauled away to a designated stockpile location adjacent to Golf Course road, as shown on the plans.

17. TESTING:

It is the Contractor's responsibility to perform all required testing for any and all materials and workmanship performed or installed as part of the project's work. The cost of all such testing is to be borne solely by the Contractor unless required by the Engineer for work or materials that had previously been tested and approved and had not experienced any change in condition since that time as a result of the Contractor's work or actions; or unless additional testing outside of the project scope is performed at the request of the Engineer.

Required testing includes:

Concrete for Flumes, Center Valley and Cap – A Slump Test is required for every cylinder set (3 test cylinders), and no less than 1 cylinder set per day when concrete is placed. Test results are to be given to the engineer upon completion of each test, with 1 cylinder set for:

A. Every 50 cubic yards of concrete placed.

Wastewater Gravity Pipes/Manholes – Perform air testing, mandrel testing, hydrostatic testing, and closed-circuit televising (CCTV) for all wastewater mains and manholes.

- Air Test – Perform test as described in the City of Midland Gravity Flow Pipe Sewers and Fittings for Wastewater and Storm Water, Part 3.14, Testing Gravity Mains and Manholes.

- Mandrel Test – A successful mandrel pull is required for all wastewater pipes installed.

- Hydrostatic Testing – Perform test as described in the City of Midland Gravity Flow Pipe Sewers and Fittings for Wastewater and Stormwater Specifications, Part 3.14, Hydrostatic Testing.

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

18. COMPLIANCE:

The said Contractor further agrees to comply with all applicable provisions of the laws and building and construction codes of the City of Midland and the State of Texas, and with any regulations for the protection of workers which may be promulgated by the Government, and will protect such work with all necessary lights, barriers, safeguards, and warnings as provided for in said specifications and the Ordinance regulations.

19. PERSONNEL:

It is the Contractor's responsibility to have a supervising representative of the Contractor on the construction site any time that construction work is taking place. The Contractor's representative must be on the Contractor's direct payroll. Sub-contractors or paid consultants will not satisfy this requirement.

It is also the Contractor's responsibility to provide the City with a reliable contact for issue escalation coordination. Such contacts would include the Contractor's site foreman, the Contractor's construction project manager, etc.

20. INTENT OF THE PROPOSAL:

The intent of the proposal is to determine the lowest responsible bidder based on the total of the quantities and unit prices. Once the lowest responsible bidder is selected, the project will be awarded based on the terms and requirements of the contract outlined in the bid packet and construction drawings.

21. CONTRACT DEADLINE:

The deadline for substantial completion of this project is 30 calendar days total starting from the Notice to Proceed date.

Extensions of the project deadline may be requested by the Contractor for documented excepting conditions such as weather days, delays due to conflicts with existing franchise lines, etc. which are reasonably beyond the Contractor's control. Any and all deadline extensions must be submitted by the Contractor in writing to Engineer for review, and the approval or denial of the request rests solely with the Engineer.

Unless specifically granted in writing by the Engineer, there will be no suspension of project time between phases of construction.

22. WARRANTY PERIOD:

There is a one (1) year calendar warranty period on this project for all work performed or materials installed effective immediately upon acceptance of the improvements by the Owner. The warranty period will be based on the acceptance date of the project as a whole, and not any individual phases of the project.

23. BID PACKET COMPLETION ITEMS OF NOTE:

Bidders must be willing to sign the Contract as is if a bid is submitted. Revisions, alterations, deletions, additions, or any other changes of any kind by the bidder to the bid packet or other bid documents (such as the construction drawing set, addendums, etc.) will result in the bid submittal being deemed 'Non-Responsive' and the bid will not be accepted.

Bidders are reminded to make sure that the Conflict of Interest forms are completed if applicable before submitting a bid.

All bid items in the Proposal section must be completed for a bid submittal to be considered complete. Any bid item left blank or that the bidder indicates they chose to not provide a bid for will be considered incomplete, and the entire bid submittal will also be deemed incomplete, the bid submittal will be deemed 'Non-Responsive', and the bid will not be accepted. Bidders bear sole responsibility for making sure that the Proposal is complete and in accordance with the instructions provided to bidders in the bid packet.

All acknowledgement forms for all addendums that are issued during the bid process for this project must be filled out and be included with any bid submittal for that bid submittal to be considered complete. Any bid submittal lacking these completed addendum acknowledgement forms will be deemed 'Non-Responsive' and the bid will not be accepted. Bidders bear sole responsibility for making sure that they have obtained all addendums issued prior to submitting their bid.

Bidders must provide documentation as part of the bid packet submittal proving that they possess either an active Water Operator D license, an active Wastewater D license, or an active Class 1 Collections license, and the Contractor must maintain at least one of these active licenses for the entirety of the project. Any bid submittal that does not include this required documentation will be rejected as a non-responsive bid. If a Contractor allows the required license or licenses to lapse at any time during the course of the project, then all work under this project will be halted and the City of Midland will have sole discretion to either allow the Contractor to renew their active licenses before resuming work or to end the project immediately.

PROPOSAL

TO: Honorable Mayor and City Council
City of Midland
Midland, Texas

Gentlemen: The undersigned bidder, having examined the drawings, specifications and contract documents, the location of the proposed work, and being fully advised as to the extent and character of the work, proposes to furnish all material, equipment, and to perform all labor and work necessary for the completion of the construction of the work described by and in accordance with the attached drawings, specifications, and contract, for the following prices, to wit:

Project Name: Midland Draw Utility Adjustment Project – Front Street to Golf Course Road

Project Number: U21-03

Base Bid: Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	1 MO	Mobilization, furnished, installed, complete and in place, for the sum of: Twelve thousand, five hundred dollars and Zero cents per month. (Pay Note M1)	$12,500 00	$12,500 00
2)	1 MO	Temporary Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: four thousand dollars and Zero cents per month. (Pay Note M2)	$4,000 00	$4,000 00
3)	1 MO	Traffic Control, furnished, installed, complete and in place, for the sum of: Two thousand, five hundred dollars and Zero cents per month. (Pay Note M3)	$2,500 00	$2,500 00
4)	1 MO	Job Site Safety, furnished, installed, complete and in place, for the sum of: Three thousand, five hundred dollars and Zero cents per month. (Pay Note M4)	$3,500 00	$3,500 00
5)	1 EA	Outfall Protection Gabion Wall, installed, complete and in place, and removed for the sum of: fifty thousand dollars and Zero cents per each. (Pay Note M5)	$50,000 00	$50,000 00

Base Bid: Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
6)	Enter Percentage	Material Mark-up, complete and in place, for the sum of: Twenty percent. (Pay Note M6)	20 %	$ (No Entry)
7)	Enter Percentage	Labor Mark-up (Regular Work Hours), complete and in place, for the sum of: Twenty percent. (Pay Note M7)	20 %	$ (No Entry)
8)	Enter Percentage	Equipment Rental Mark-up (Non-Standard Equipment Only), complete and in place, for the sum of: Twenty percent. (Pay Note M8)	20 %	$ (No Entry)
Total Miscellaneous Items 1-8		$ 72,500 oo		

Base Bid: Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	21 LF	Removal & Disposal of Existing 30" HDPE Storm Drain Pipe, complete and in place, for the sum of: Two hundred and thirty eight dollars and zero cents per linear foot. (Pay Note D1)	$ 238 oo	$ 4,998 oo
Total Demolition Item 1		$ 4,998 oo		

Base Bid: Wastewater Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	116 LF	6" SDR 26 ASTM D2241, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: Ninety five dollars and zero cents per linear foot. (Pay Note WW1)	$ 95 00	$ 11,020 00
2)	83 LF	8" SDR 26 ASTM D2241, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: One hundred dollars and zero cents per linear foot. (Pay Note WW1)	$ 100 00	$ 8,300 00
3)	14 EA	Manhole Ring & Cover Adjustment, furnished, installed, complete and in place, for the sum of: four thousand dollars and zero cents per each. (Pay Note WW2)	$ 4,000 00	$ 56,000 00
4)	2 EA	Lower Concrete Manhole, furnished, installed, complete and in place, for the sum of: six thousand, five hundred dollars and zero cents per each. (Pay Note WW3)	$ 6,500 00	$ 13,000 00
5)	3 EA	60" Fiberglass Manhole & Cover, (0'-15' Deep), furnished, installed, complete and in place, for the sum of: thirty thousand dollars and zero cents per each. (Pay Note WW4)	$ 30,000 00	$ 90,000 00
6)	9 EA	Structural Lining Rehabilitation, Brick Manholes with New Concrete Slab Top (8 Feet average adjusted depth) Warren, GeoKrete or approved equal, furnished, installed, complete and in place, for the sum of: seven thousand dollars and zero cents per each. (Pay Note WW5)	$ 7,000 00	$ 63,000 00

Base Bid: Wastewater Items				
Item No.	Quantity	Description	Unit Price	Total Amount
7)	11 EA	Structural Lining Rehabilitation, Concrete Manholes (13 Feet average adjusted depth) Warren, GeoKrete or approved equal, furnished, installed, complete and in place, for the sum of: Eight thousand, five hundred dollars and Zero cents per each. (Pay Note WW6)	$ 8,500 00	$ 93,500 00
8)	1 EA	Sawcut Fiberglass Barrel and Lower Manhole, furnished, installed, complete and in place, for the sum of: Eight thousand, five hundred dollars and Zero cents per each. (Pay Note WW7)	$ 8,500 00	$ 8,500 00
Total Sewer Items 1-8		$ 343,320 00		

Price For:	
1. Miscellaneous Items	$ 72,500 ^00
2. Demolition Items	$ 4,998 ^00
3. Wastewater Items	$ 343,320 ^00
Base Bid Total Price	$ 420,818 ^00

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

Four hundred twenty thousand, eight hundred and eighteen dollars

and zero cents total.

The undersigned bidder hereby declares that he has visited the site of the work and has carefully examined the contract documents pertaining to the work covered by the above bid. The selected contractor will receive written notice to proceed.

Bidder agrees to substantially complete all work within 30 calendar days after receipt of notice to proceed.

PUBLIC INFORMATION

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

Enclosed herewith in this proposal is a cashier's check, cash or bid bond on a form approved by the City Attorney, for

Bid Bond from FCCI Insurance company for 5% of bid total dollars

and _____ cents total. ($_____)

which it is agreed shall be collected and retained by the owner as liquidated damages in the event this proposal is accepted by the Owner within thirty days (30) after the date advertised for the reception of bids and the undersigned fails to execute the contract and required bonds with the owner, under the conditions thereof, within (15) days after the date said proposal is accepted; otherwise said check or bond shall be returned to the undersigned on demand.

Red Deer Construction LLC

Name of Contractor

Submitted By: David Chandler III - President

Print Name and Title

Signature

PO Box 51473

Mailing Address

Midland	Tx	79710
City	State	Zip

PAY NOTES

Midland Draw Utility Adjustment Project - Front Street to Golf Course Road (U21-03)

Bid Item		Pay Quantity Note
Miscellaneous Items		
1	Mobilization	M1
2	Temporary Erosion/Sediment Control	M2
3	Traffic Control	M3
4	Job Site Safety	M4
5	Outfall Protection Gabion	M5
6	Material Mark-up	M6
7	Labor Mark-up	M7
8	Equipment Rental Markup	M8
Demolition Items		
1	Removal & Disposal of Existing Storm Drain	D1
Wastewater Items		
1	6" SDR 26 ASTM D2241, PVC, Wastewater Main	WW1
2	8" SDR 26 ASTM D2241, PVC, Wastewater Main	WW1
3	Manhole Ring & Cover Adjustment	WW2
4	Lower Concrete Manhole	WW3
5	60" Fiberglass Manhole & Cover (0'-15' Deep)	WW4
6	60" Structural Lining Rehabilitation of Brick Manhole & Cover (0'-7' Deep)	WW5
7	60" Structural Lining Rehabilitation Concrete Manhole & Cover (0'-13' Deep)	WW6
8	Sawcut and Lower 60" Fiberglass Manhole Barrel	WW7

PAY QUANTITY NOTES

M1 Includes the necessary equipment, labor, materials, and incidentals for all Mobilization to the job site complete and in place. Measurement and payment to be made per month.

M2 Includes the necessary equipment, labor, materials, and incidentals to implement the Erosion Control Plan per the construction drawings and City of Midland standards and specifications. Measurement and payment to be made per month.

M3 Includes the necessary equipment, labor, materials, and incidentals to implement the Traffic Control per the approved Traffic Control Plan. Any required traffic control devices are to meet the City of Midland Traffic Division Standards. Measurement and payment to be made per month.

M4 Includes the necessary equipment, labor, materials, and incidentals to implement Job Site Safety and to provide a safe work environment for the project work area (including all personal protection equipment, trench safety, etc.) per the construction drawings and in compliance with all applicable Federal, State, and Local requirements or regulations including those of OSHA and the City of Midland. JOB SITE SAFETY IS THE RESPONSABILITY OF THE CONTRACTOR. Measurement and payment to be made per month.

M5 Includes installation and removal for Outfall Protection Gabion Wall and all necessary equipment, labor, materials, and incidentals per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per each.

M6 Includes the Material Mark-up for materials and material sizes (pipe, valve, manhole, etc.) required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of the material in question plus the set percent increase established by this bid item. The Contractor must provide a copy of the invoice for the material cost from the supplier to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any material. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

M7 Includes the Labor Mark-up (Regular Work Hours) for labor required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of labor in question plus the set percent increase established by this bid item. The Contractor must provide a typical hourly pay rate for work crews prior to the percent increase along with the number of workers on the crew and the number of hours worked by the crew for the project in question to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any labor. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

M8 Includes the Equipment Rental Mark-up (non-standard equipment only) required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of the equipment rental in question plus the set percent increase established by this bid item. The Contractor must provide a copy of the invoice for the rented equipment from the equipment supplier to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any rented equipment. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

D1 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Utility Mains per the construction drawings and City of Midland standards and specifications, including the removal and disposal of all pipes, fittings, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all valves, manholes, fittings, junctions, structures, and appurtenances.

WW1 Includes the necessary equipment, labor, materials, and incidentals for the installation of Wastewater Mains per the construction drawings and City of Midland standards and specifications, including all embedment, detector wire, tracer tape, necessary testing, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all structures and appurtenances.

WW2 Includes the necessary equipment, labor, materials, and incidentals for Mahole Ring & Cover Adjustment per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. This includes a minimum 1.0' wide concrete collar whose width is measured from the outer edge of the cover to the outer edge of the concrete ring. Measurement and payment to be made per each adjustment made.

WW3 Includes the necessary equipment, labor, materials, and incidentals for lowering concrete manhole per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Measurement and payment to be made per each adjustment made.

WW4 Includes the necessary equipment, labor, materials, and incidentals for the installation of Fiberglass Manhole & Cover up to a depth of 15' per the construction drawings and City of Midland standards and specifications, to the depth shown on the construction drawings and including all embedment, base, necessary testing, concrete collars, and appurtenances. Measurement and payment to be made per each manhole installed.

WW5 Includes the necessary equipment, labor, materials, and incidentals for the installation of an Structural Lining Rehabilitation on a Brick Manholes & Cover to an adjusted average depth of 8' per the construction drawings and City of Midland standards and specifications, and including all embedment, base, necessary testing, concrete collars, new concrete slab top and appurtenances. Structural Lining shall be Warren, GeoKrete or approved equal. Measurement and payment to be made per each manhole installed.

WW6 Includes the necessary equipment, labor, materials, and incidentals for the installation of an Structural Lining Rehabilitation on a Concrete Manholes & Cover to an adjusted average depth of 13' per the construction drawings and City of Midland standards and specifications, and including all embedment, base, necessary testing, concrete collars, new concrete slab top and appurtenances. Structural Lining shall be Warren, GeoKrete or approved equal. Measurement and payment to be made per each manhole installed.

WW7 Includes the necessary equipment, labor, materials, and incidentals for the Sawcutting & Lowering of Fiberglass Manhole & Cover to a final depth of specified per the construction drawings and City of Midland standards and specifications and including all embedment, base, necessary testing, concrete collars, new concrete slap tops and appurtenances. Measurement and payment to be made per each manhole installed.

BID BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT Red Deer Construction LLC (Hereinafter called the Principal), as Principal, and FCCI Insurance Company (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 5% of bid total Dollars ($ _____) for the payment whereof the said Principal and surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written contract for the construction of Midland Draw Utility Adjustment Project - Front Street to Golf Course.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully, enter into such written Contract, then this obligation shall be void; otherwise to remain in full force and effect.

IT IS EXPRESSLY UNDERSTOOD AND AGREE that if said Principal should withdraw its Bid anytime after such Bid is opened and before official rejection to such Bid or, if successful in securing the award thereof, said Principal should fail to enter into the Contract and furnish satisfactory Performance Bond and Payment Bond, the Obligee, in either of such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damage.

PROVIDED, further that if any legal action be filed upon this Bond venue shall lie in Midland County, Texas.

IN WITNESS WHEREOF, the said Principal and surety do sign and seal this instrument, this 16th day of June, 2021.

Red Deer Construction LLC
Principal

By [signature] - President

Address PO Box 51473
Midland, TX 79710

FCCI Insurance Company
Surety

By see attached bid bond form

Address 6300 University Parkway
Sarasota, FL 34240

APPROVED AS TO FORM:

City Attorney

NOTE: Attach Power of Attorney

Form Revised March 2021

THE AMERICAN INSTITUE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
Red Deer Construction, LLC

as Principal, hereinafter called the Principal, and
FCCI Insurance Company
6300 University Parkway, Sarasota, Fl 34240
a corporation duly organized under the State of **Florida**
as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Midland, TX

as Obligee, hereinafter called the Obligee, in the sum of
*****FIVE PERCENT OF BID AMOUNT*** (5%)**

for the payment of which sum well and truly to be made, the said Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Midland Draw Utility Adjustment Project - Front Street to Golf Course Road

NOW, THEREFORE, if the Obligee, shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee, in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding of Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee, the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for with the Obligee, may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **June 16, 2021**

Red Deer Construction, LLC

Diana Ingersson
(Witness)

(Seal)
– President
(Title)

FCCI Insurance Company

(Witness)

(Seal)
Haevyn Risley
Haevyn Risley **Attorney-in-Fact**

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Garland Martin; Robbie Martin; Josh Andrajack; Tina McLelland; Haevyn Risley

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $10,000,000.00): $10,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch

Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida
Peggy Snow
My Commission GG 283505
Expires 02/27/2023

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida
Peggy Snow
My Commission GG 283505
Expires 02/27/2023

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 16th day of June, 2021

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

1-IONA-3592-NA-04 7/2020

CONTRACT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

THIS CONTRACT, made and entered into this 14th day of July, 2021, by and between the City of Midland of the County of Midland and State of Texas, acting through its Mayor thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and Red Deer Construction, LLC of the City Midland, County of Midland, State of Texas, Party of the Second Part, herein-after termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the first Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows: Midland Draw Utility Adjustment Project – Front street to Golf course Road together with appurtenances and incidentals.

Conditions of the Contract and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendent, labor, insurance and other accessories and services necessary to complete the said construction in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to the Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore as prepared by Engineering and Transportation Department of the City of Midland, Texas, herein entitled the ENGINEER, together with the CONTRACTOR'S written Proposal, the General Conditions of the Contract, and the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

The CONTRACTOR hereby agrees to commence work within fifteen (15) calendar days after the written notice to do so and to substantially complete the same within 30 calendar days after receipt of notice to proceed, subject to such extensions of time as are provided by the General and Special Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this Contract, such payments to be subject to the General and Special Conditions of the Contract.

The SUM TOTAL of this Contract shall be: $420,818.00.

INSURANCE

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

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

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

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

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

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

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

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

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

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

WAIVER OF ATTORNEY FEES

WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, CONTRACTOR AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE OWNER, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT. THE CONTRACTOR SPECIFICALLY AGREES THAT IF THE CONTRACTOR BRINGS OR COMMENCES

ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMEDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE CONTRACTOR AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH CONTRACTOR MIGHT OTHERWISE BE ENTITLED.

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

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

SOVEREIGN IMMUNITY

By executing this Contract, the City is not waiving its right of sovereign immunity. The City is retaining its immunity from suit. The City is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

GOVERNING LAW AND VENUE

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

COMPLIANCE – Contractor agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. Contractor agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

VERIFICATION

To the extent that Tex. Gov't Code section 2270.002 applies to this Contract, Contractor hereby verifies that Contractor does not boycott Israel and will not boycott Israel during the term of this Contract. If Tex. Gov't Code section 2270.002 does not apply to this Contract, such verification is not required, and Contractor shall be deemed to have not made such verification.

RECORDS RETENTION AND PRODUCTION OF INFORMATION

To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, Contractor shall (1) preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the City of Midland for the duration of the contract, (2) promptly provide to the City of Midland any contracting information related to the Contract that is in the custody or possession of Contractor on request of the City of Midland, and (3) on completion of the Contract, either (i) provide at no cost to the City of Midland all contracting information related to the Contract that is in the custody or possession of Contractor, or (ii) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the City of Midland.

PUBLIC INFORMATION

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

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

Parties of the First Part (Owner)

By: _____
Patrick Payton, Mayor

ATTEST:

_____
Amy Turner, City Secretary

APPROVED ONLY AS TO FORM:

By: _____
John Ohnemiller, City Attorney

By: _____
Party of the Second Part (CONTRACTOR)

By: _____
Title

THE STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this _____ day of _____, 2021__ personally appeared _____, an officer of Red Deer Construction, 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 an act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20_____

_____
Notary Public

Form Revised March 2021

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ (Hereinafter called the Principal[s]), as Principal(s), and _____ (Hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____day of _____ , 20___ , for the furnishing of materials and equipment to perform all labor and work necessary for the construction of Midland Draw Utility Adjustments Project – Front Street to Golf Course Road , specifically including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein, as well as the Principal's primary obligation to perform according to plans and specifications.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications, instructions to bidder, general and special conditions and other contract documents, including any addendum thereto, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED further that if any legal action be filed upon this Bond venue shall lie in Midland County, State of Texas.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders, shall in anywise affect its obligation on this Bond, and it does waive notice of any such change, extension of time, alteration or addition to the terms of the contract, assignment thereof, or the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and surety do sign and seal this instrument, this _____ day of _____ , 20___.

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ of the City of _____ of the County of _____ and State of Texas as Principal, and _____, as Surety, are held and firmly bound unto the City of Midland, Texas, as Obligee, in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20__, for the furnishing of materials, equipment to perform all labor and work necessary for Midland Draw Utility Adjustment – Front Street to Golf Course Road, hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of the obligation is that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be null and void; otherwise, it is to remain in full force and effect.

Surety, for value received, stipulates and agrees that no change, extension of time alteration or addition to the terms of the contract, or to the work performed there under, or the plans, specifications of drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders, shall in anywise affect its obligation on this Bond, and it does waive notice of any such change, extension of

time, alteration or addition to the terms of the contract, assignment thereof, or to the work to be performed there under.

IN WITNESS WHEREOF the said Principal and Surety have signed and sealed this instrument, this _____ day of _____ , 20__ .

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

CERTIFICATE OF PAYMENT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

_Midland Draw Utility Adjustments Project – Front Street to Golf Course Road_____

The undersigned states that all debts, bills, and expenses that were incurred by the undersigned, his agents, or subcontractors employed by him, for labor, wages, materials and other purposes furnished for the above project have been paid and satisfied in full.

The undersigned, as general contractor for the above described project agrees to indemnify, hold harmless and defend the City, its officers, agents, and employees, from and against all claims and suits for damages, expenses, including court costs and attorney fees, arising out of or resulting from the undersigned contractor, his agents or subcontractors employed by him for expenses, warranties for items furnished, or labor performed and for any party that has supplied materials in connection with the repair or construction of the above referenced premises.

The undersigned contractor agrees to waive any and all claims it may have against the City, associated with, resulting from or arising out of the work performed at the above premises.

Further, the undersigned states that all labor performed by the undersigned, his agents, and subcontractors employed by him, has been completed in the usual and customary workmanlike manner and all work performed is accompanied with the usual and appropriate warranties for such work or repair, absent any disclaimer previously approved by the City of Midland.

I, the undersigned, release and relinquish unto the City of Midland, and their assigns the above described lien upon the above referenced property and hereby certify that all debts, bills, and expenses incurred by the undersigned, his agents, or subcontractors employed by him in connection with work done at the above

premises have been fully paid, in exchange for payment in full to be made by the City of Midland for the performance on the above described premises.

WITNESS MY HAND on this _____ day of _____, 20_____.

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Name of Company

SUBSCRIBED AND SWORN to before me on the _____ day of _____, 20_____.

_____
Notary Public, State of Texas

_____
Typed or printed name

_____
My Commission expires:

Form Revised March 2021

City of Midland Specifications

PREPARATION OF RIGHT OF WAY

1. GENERAL

Includes the preparation of right-of-way for construction by clearing, grubbing, removing and disposing of all obstructions and objectionable material from the right-of-way and designated easements, which is not specifically provided for on the plans.

Obstructions and objectionable material refer to all objects or material that do not meet the quality of standards for the courses of pavement to be constructed or which protrude into the excavation for slopes.

Measurement and Payment - Measurement and payment will be at the units and prices for the applicable bid item in the proposal.

When no specific bid items are included in the bid proposal for work specified under this section this work shall be considered as incidental to other items of work and the cost shall be included in the bid for these items. No separate payment will be made.

2. CONSTRUCTION METHODS

Removal - Obstructions and objectionable material to be removed by blading, plowing, bulldozing, or other methods approved in writing by the Engineer. The use of explosives will not be permitted. Solid objects must be removed to a depth of at least one (1) foot below the finished slope or subgrade elevation. Hollow objects must be removed entirely.

Disposal - Material to be removed from the right-of-way becomes the property of the Contractor. If disposal areas are available, they will be indicated on the plans.

Preservation of Trees and Shrubs - Trees and shrubs to be preserved in the right of way are shown on the plans and must be protected from injury during construction.

Removal of Concrete - Cut concrete at the right-of-way line straight and vertical by sawing or other approved methods prior to the removal of concrete in the right-of-way.

EXCAVATION, EMBANKMENT AND PREPARATION OF SUBGRADE 1
1. GENERAL 2
2. CONSTRUCTION METHODS 2

EXCAVATION, EMBANKMENT AND PREPARATION OF SUBGRADE

1. GENERAL

Includes the excavation, embankment and preparation of subgrade determined by the lines, grades and sections shown on the plans and in accordance with the provisions of the specifications.

Excavation - Includes excavation to planned grade, disposal of the material, removal of unsuitable subgrade material and borrow material when required in the construction. All excavation to be classified as common.

Embankment - Consists of excavated or borrow materials placed and compacted in horizontal layers in accordance with the specifications.

Subgrade - The upper eight inches (8") of embankment or the upper eight inches (8") below the roadway excavation finished grade. The subgrade shall extend from six inches (6") back of curb to six inches (6") back of curb where curb and gutter is to be constructed.

Measurement and Payment - Measurement and payment to be at the units and prices for the applicable bid items in the proposal.

2. CONSTRUCTION METHODS

Excavation - Made at the location and to the lines and grades shown on the plans in areas previously prepared in accordance with provisions of Section 2A. Dispose of excess material not required in the embankment and material that is unsuitable for subgrade. Excavation tolerance to be plus or minus 1/10 foot from the plan grade.

The area between the curb and property line shall be excavated or filled, whichever is necessary, to curb height at back of curb and finished to a straight even surface to the property line. The minimum elevation at the property line shall be the elevation of the top of the curb. The maximum elevation at the property line shall be equal to a rise of 1/4 inch per foot from the back of the curb to the property line.

During the excavation of this project, it will be required that all parkways be excavated and shaped at the same time the roadway is excavated. Excess excavation will be disposed of at locations approved by the Engineer.

Embankment shall be constructed at the locations and to the lines and grades shown on the plans in areas previously prepared in accordance with Section 2A of these specifications. Top eight inches (8") of natural ground to be compacted

to embankment density requirements. Embankment shall be constructed from suitable material obtained from the excavation or borrow free of roots, rocks in excess of three inches (3"), debris and other objectionable material. Excavation deficiencies shall be supplemented from a borrow source approved by the Engineer. Embankment shall be constructed in uniform horizontal layers not to exceed eight inches (8") of loose depth and compact with suitable equipment to a minimum of ninety percent (90%) AASHTO T180. The materials shall be processed by aeration or watering to bring the material to the approximate optimum moisture. Dry layers will not be permitted. Soft spots that develop in the embankment shall be removed and replaced with suitable material. No payment will be made for removal of soft spots. Tolerance for embankment grading shall be one-half foot (1/2) plus or minus the plan grade.

Preparation of Subgrade - Eight inches (8") of the upper portion of the embankment or excavation shall be shaped and compacted to a minimum density of 95 percent (95%) AASHTO T180 and finished within a tolerance of one-half inch (1/2") in ten feet (10'). The finished subgrade shall be protected and maintained in a satisfactory condition until covered by succeeding construction.

Compaction Tests - Field density tests will be made by the Owner or by a laboratory selected by the Owner. The Contractor shall notify the Engineer when compaction has been achieved. The Contractor shall allow 24 hours for scheduling of test. Prior to the taking of subgrade density test, the entire subgrade will be tested by proof-rolling using a pneumatic roller weighing not less than 50,000 lbs. gross with tire pressure being not less than 110 psi. Any soft spots, pumping, or other evidence of weakness shall be remedied before density tests are made. Proof rolling shall be in the presence of the Engineer or his duly authorized representative.

The City will pay the cost of initial density tests made on the subgrade. If the subgrade fails to meet the density requirements on the first test, the contractor will be required to have subsequent density tests made by the commercial lab selected by owner. The cost of all subsequent density tests will be born by the contractor.

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CONCRETE CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS,

VALLEY GUTTERS, CENTER DRAINS AND RIP RAP

1. GENERAL

Includes the construction of concrete curb and gutter, sidewalks, driveways, valley gutters, center drains and rip rap in accordance with lines, grades and the sections shown on the plans and constructed in full compliance with provisions of the specifications.

A proven performance record by the Texas Highway Department shall be supplied by material producers for all materials supplied by them.

2. MATERIALS

Concrete - All concrete other than rip rap shall be Class "A" concrete in accordance with Texas Highway Department specifications Item No. 421. Concrete for rip rap shall be the class as shown on the plans and detail drawings. When no concrete class is shown the plans concrete for rip rap shall be Class "B" concrete.

Concrete batch designs shall be furnished for each project and shall include all classes of concrete proposed for use on the project.

Reinforcing Steel - Reinforcing steel shall be deformed bars or wire mesh fabric conforming to the requirements of "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" Item No. 440 and shall be of the sizes and grades as shown on the plans.

The contractor, at his option, may use fiber reinforcing in lieu of the wire mesh for all concrete slab on grade. When fiber reinforcing is used, it shall be "Fiber Mesh" or "Caprolan RC" or approved equal. The material and rate of application shall be approved by the Engineer prior to its use.

Expansion Joints - Bituminous pre-molded joint filler shall be composed of top grade fiber, treated by special impregnation system with water repellent bituminous materials. It shall be a non-extruding type, resilient, expanding on release of compression, preventing open joint crevices. The pre-molded joint filler shall be of such character, that it will not be deformed by handling during hot weather, nor shall it become brittle in cold weather. It shall be free from visible external defects such as holes, ragged or untrue edges, breaks, cracks or tears. It may be covered on both sides with paper to facilitate handling.

The joint filler shall be accurately cut to the dimensions and shapes required. It shall be of the thickness required by the plans, or as specified elsewhere.

3. CONSTRUCTION METHODS

GENERAL

No concrete shall be placed when, in the Engineers opinion, weather or other conditions would be detrimental to the structure placed. No concrete shall be placed on grade when the ground temperature is 35^{o} F or lower. Concrete may be placed when the ground temperature is rising from 35^{o} F. Concrete placed in cold weather shall be protected from freezing for 72 hours after being placed.

CURB AND GUTTER

EXCAVATION AND SUBGRADE - Excavation for curb, gutter, and combined curb and gutter shall be done with the subgrade excavation for the street. Street subgrade shall extend from six inches (6") back of curb to (6") back of curb and shall be compacted for a full width to a minimum of 95% AASHTO T180-61. Where subgrade is more than three inches (3") below bottom of curb, fill shall be compacted caliche base constructed from six inches (6") back of curb to six inches (6") back of curb as specified for base course.

Whenever subgrade or base is dry or dusty, it shall be thoroughly moistened, not made muddy, before the concrete is placed.

Forms - Forms shall be of steel, of a type to be approved by the Engineer, except that curves may be formed with wood sections built up or laminated, upon prior approval by the Engineer.

The forms shall be attached securely to stakes, shall be set true to line and grade, and braced sufficiently to remain true during the placing and tamping of the concrete. Forms shall be thoroughly cleaned and oiled before each use.

Curves - All changes in direction of the curbs shall be by means of true circular curves of the radii as shown on the plans.

Expansion Joints - Expansion joints shall be placed between curb and gutter sections at the tangent points of all curves, at each side of the inlet boxes, drives, alleyways, and at intervals of not more than forty feet (40') in straight runs. The expansion material shall be pre-molded three-fourths inch (3/4") in thickness, and shall conform to the requirements of expansion material as specified herein. It shall be cut to the full size and shape or the cross section of the curb and gutter, less one-half inch (1/2") from the finished surface thereof. The edges of sections against the joint shall be finished with an edging tool and the joint raked clean of concrete.

Finishing - There shall be provided on the job a metal screed or mule designed to give proper shape to the curb and gutter. It shall be bent to the exact shape of the finished curb and gutter and the forward edge turned up slightly to prevent disturbing the mortar. It shall be designed to ride on the forms and when properly manipulated shall leave the curb and gutter in its proper shaped condition. An "S" trowel shall be used to finish the surface and minor imperfections shall be corrected with a mason's trowel. Care shall be taken to finish

the gutter flow line to a true, uniform grade. All edges shall be finished with an edging tool, and joints marked with a jointer. Joint marks shall coincide with actual joints and shall be straight and true.

Curing - The completed curb and gutter, shall be cured in accordance with the requirements of the item "Membrane Curing", Texas Highway Department Item 531.

DRIVEWAYS AND ALLEY RETURNS

Driveways and alley returns shall be constructed of Class "A" concrete to the lines and grades as shown on the plans and detail sheets. All driveways and alley returns shall be reinforced as shown on the detail drawings.

Excavation and Subgrade - Excavation shall be accomplished in the same manner as for streets and curbs. The subgrade for all driveways and alley returns shall be compacted to 95% modified proctor density for 8 inches depth.

Driveways for single family residences and property used for two family residential purposes (duplexes) may be placed on the compacted subgrade. All other driveways shall be considered as commercial driveways and shall be constructed on 6 inches compacted flexible base.

Flexible Base - Commercial driveways and alley returns shall be constructed on 6 inches of flexible base conforming to Section 2-C- Flexible Base, Caliche.

Forms - Forms shall be constructed of steel or, when approved by the engineer, wood conforming to the requirements for curb and gutter forms.

Expansion Joints - Expansion joints shall be placed at the ends of abutting curb and gutter at the end of radii for all driveways and alley returns. In addition, expansion joints shall be placed at the ends of abutting sidewalk sections and at any point where the driveway or alley return abuts another concrete structure. Expansion joint material shall be pre-molded three fourths inch (3/4") in thickness, cut to the shape and dimensions required and shall extend the full depth of the concrete.

Finishing - Shaping and finishing of driveways and alley returns shall be accomplished by using a screed to shape the driveway or alley return to the lines and grade required. Finishing shall be accomplished by use of wooden floats and stiff bristled brushes or brooms. The last finish shall be by brushing or brooming in
A direction transverse to the direction of traffic.

During the entire finishing process care shall be taken to maintain the true gutter invert in line with the street curb and gutter.

Curing - Finished driveways and alley returns shall be cured in accordance with the requirements "membrane curing" "Texas Department of Highways and Public Transportation, 1982 Standard Specifications for Highways, Streets and Bridges", Item Number 531.

CONCRETE VALLEY GUTTERS, CENTER DRAINS AND DRAINWAYS

Concrete slab type street drainage structures with or without curbs, shall be constructed of Class "A" concrete to the lines and grades as shown on the plans and detail sheets or as may be established in the field by the engineer.

Subgrade excavation preparation and compaction and flexible base shall be the same as specified for street construction. All drainage structures within the roadway shall be constructed on a flexible caliche base so that the thickness of the concrete slab plus base is equal to the thickness of the hot mix asphaltic concrete surface plus base.

Forms - Forms shall be as specified for curb and gutter.

Reinforcing - All slab type drainage structures shall be reinforced as shown on the plans and detail drawings. Care shall be taken to maintain all reinforcing in good condition and at its proper location within the slab.

Expansion Joints - Expansion joint material shall be as specified for curb and gutter and for driveways and alley returns.

Expansion joints for valley gutter shall be placed at the ends of radii and at the juncture between the fillet and the cross valley as shown on the detail sheet.

For center drains, expansion joints shall be placed at the ends of widened or transition sections and at each end of a section containing a manhole or other structure and at intervals of sixty feet (60') measured along the center line of the drain.

Additional expansion joints shall be placed where drainage slabs abut backs of curbs, sidewalks and at contact points with other concrete structures.

Contraction Joints - Contraction joints shall be spaced at 15' intervals along the center line of center drains. These contraction joints shall be saw cut 3/8" wide minimum and 1/4 the depth of the slab using an approved concrete saw.

Saw cut contraction joints shall be made after the concrete has set sufficiently to prevent excessive raveling during sawing and shall be completed before the concrete is 48 hours old.

Finishing - Finishing shall be the same as for alley returns and driveways with the last finishing operation for structures subject to vehicular traffic being by broom or stiff brush in a direction transverse to the direction of traffic.

Curing - Curing shall be the same as for curb and gutter and driveways and alley returns.

SIDEWALKS

Sidewalks shall be constructed of Class A" concrete to the lines and grades as shown on the plans and detail drawings or as may be established in the field by the engineer. Sidewalks shall be constructed parallel to the back of the curb and on a grade parallel to

the top of curb grade. The minimum thickness for any sidewalk is 4 inches. The minimum width of any sidewalk is 4 feet.

Excavation and Subgrade - Excavation for sidewalk shall be made with street excavation where applicable. Care shall be exercised in excavating for sidewalks. Any over excavation or any fill required for sidewalk must be brought to grade in lifts not to exceed two inches (2") and thoroughly tamped. Subgrade for sidewalks shall be compacted to at least the density of the adjacent soil or to 85% modified proctor whichever is greater.

When a sidewalk is to be constructed on an embankment the fill must extend at least 3 feet beyond the edge of the sidewalk.

If the subgrade is dry or dusty it must be thoroughly moistened but not made muddy before concrete is placed.

Forms - Forms for sidewalks may be either steel or wood. Forms must be in good shape and true to line and grade. If nominal 2" x 4" lumber is used the subgrade must be finished one half inch (1/2") below the bottom of the form to provide the required 4 inch thickness.

Expansion Joints - Expansion joint material shall be pre-molded conforming to these specifications and shall be one half inch (1/2") thick. The expansion joint shall extend the full depth of the sidewalk.

Expansion joints shall be placed at points where the sidewalk contacts the back of curb, at all junctures between sidewalks all directions, and at all points where the sidewalk abuts a driveway, alley return or other concrete structure including fence foundations.

Transverse expansion joints shall be constructed in the sidewalk at intervals not exceeding twenty eight feet (28') as measured along the centerline of the walk except for sidewalks that are constructed wider than four feet (4') in which case expansion joints may be placed at intervals that are multiples of the width but not exceeding thirty feet (30').

Contraction Joints - Contraction joints consisting of trowel cuts one and one half inches (1-1/2") deep shall be spaced at four foot (4') intervals along the sidewalk. Contraction joints shall be edged using an edging tool with a 1/4 inch or 3/8 inch radius.

For sidewalks wider than four feet (4') contraction joints may be placed at intervals equal to the width of the walk up to but not exceeding ten feet (10').

Finishing - Sidewalks shall be "struck off" with a screed to provide an even surface and float finished using a wooden float.

The final finish on the sidewalk shall be accomplished by brooming or brushing using a stiff bristled brush or broom with the final strokes being in the transverse direction.

Curing - Curing shall be as specified for curb and gutter and driveways and alley returns.

CONCRETE RIP RAP

Concrete rip rap shall be constructed of concrete of the class and to the line and grades as shown on the plans.

Excavation and Subgrade - Care shall be taken not to over excavate for rip rap. The subgrade for rip rap shall be compacted to at least the density of the adjacent undisturbed soil or 85% modified proctor whichever is higher.

Forms - Forms, where required, may be either steel or wood. Forms must be in good condition and true to line and grade.

Expansion Joints - Expansion joints, where required, will meet the requirements of expansion joints materials as specified herein and will be placed as shown on the plans or directed by the engineer.

Finishing - Finishing shall be by screed and wooden float to produce true uniform surface.

Curing - Curing shall be as specified for other concrete herein.

Slope Paving - Slope paving may be required behind the curb or behind sidewalks where street paving requires deeper cuts in developed areas. Slope paving shall be constructed of Class "A" concrete and shall be constructed to the lines and grades as shown on the plans or as established in the field. Slope pavement shall be four inches (4") thick and shall be constructed in accord with the specifications for sidewalks.

When no slope grade is given on the plans the slope gradient shall be l:l.

Unless listed separately on the bid proposal, slope pavement shall be measured and paid for as sidewalk.

4. BACKFILL AND CLEANUP

GENERAL

Backfill and clean up are an integral part of the various items covered by this specification and must be completed for each item before that item will be considered for payment.

CONCRETE STRUCTURES WITHIN THE PAVED AREA OF STREETS

Backfill and clean up for concrete structures within the paved areas of streets, alleys, etc. shall receive special attention to assure the integrity of the street pavement.

Structures constructed in previously paved areas shall have sufficient surface removed along with base and subgrade where necessary to set full face forms for the concrete. As soon as the forms are removed all loose material shall be removed from the form trench and the trench filled to the base level with Portland cement stabilized backfill material

consisting of two (2) sacks Portland cement to one (l) cubic yard of caliche base material or one (l) cubic yard "blow sand". When the cement stabilized backfill has cured the pavement edge shall be saw cut to provide true and straight lines and the pavement restored to its original or revised grade using Hot mix asphaltic concrete conforming to the requirements of Section 2-F of these specifications.

For structures constructed on previously prepared subgrade or base course, clean up and backfill shall be considered complete when the subgrade or base course has been made ready to receive the next course.

When a structure is constructed on a finished base course and it is necessary to remove base material to set forms, backfill and cleanup shall be as described for previously paved areas and shall be considered complete when the base course is made ready to receive the surface course or courses.

BACKFILL BEHIND CURBS AND ALONG SIDEWALKS

Backfill behind curbs and along sidewalks that is to be grassed shall be made using good top soil. Top soil shall be free of caliche, rocks, clods, lumps, debris and other objectionable material. This backfill shall be compacted to at least the density of undisturbed adjacent soil but not less than 85% modified proctor.

Backfill behind curbs and along sidewalks that is to receive paving shall be constructed to conform to the base and subgrade of the adjacent paving and shall be compacted to 95% modified proctor. Or the contractor may elect to backfill to the top of the base with two (2) sack cement stabilized backfill.

In undeveloped areas and in areas where no sidewalks exist the contractor shall slope from the back of the curb to a maximum height of 1/4 inch per foot rise from the top of the curb to the property line on a straight line grade. The minimum elevation at the property lines shall be top of curb elevation.

In deeper cut areas slope paving may be required. When slope paving is required it shall be constructed to the lines and grades shown on the plans. Backfill and shaping beyond the slope paving shall be in accord with the applicable portions of this specification.

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

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CONCRETE STRUCTURES

1. GENERAL

This specification covers concrete structures including but not limited to junction boxes, culverts, head walls, cast in place manholes, valve vaults, meter vaults and retaining walls.

2. MATERIALS

CONCRETE

Concrete for cast in place manholes, junction boxes, storm sewer inlet boxes, valve vaults and direct traffic culvert and bridge decks shall be a modified class "C" concrete using a minimum of 6 sacks cement per cubic yard with a maximum water content of 5 gallons per sack of cement and producing a concrete with 4000 psi 28 day compressive strength.

Concrete for other structures shall be class "A" as specified in "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" item number 421. Concrete for riprap shall be class "B".

Reinforcing steel shall conform to the requirements of item number 440 or "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" and shall be of the sizes and grades as shown on the plans.

3. CONSTRUCTION

Construction of concrete structures shall be in accordance with the provisions of item 420 "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges".

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FLEXIBLE BASE, CALICHE

1. GENERAL

This item consists of the construction of a caliche flexible base course to the lines, grades and thickness shown on the plans and in accordance with the provisions of the specifications.

Qualification of Material Source - There will be no designated material sources, but the source proposed by the Contractor must be approved by the Engineer. The contractor shall furnish evidence of capability to crush and screen the material with suitable equipment.

Measurement and Payment - Measurement and payment to be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Material from the approved source shall meet the following requirements when tested in accordance with the referenced testing standards:

Gradation - Tested by ASTM C 136-67 to meet the following gradation limits:

Sieve Size	Percent Passing
1-3/4"	100.0
7/8"	65-90
3/8"	50-70
No. 4	30-60
No. 40	15-35

Liquid Limit and Plasticity Index **-** Tested by ASTM D423-66 and D 424-59.

Liquid Limit - 30.0 Maximum
Plasticity Index - 10.0 Maximum
Triaxial Classification - Tested by Texas Highway Department Method TEX 117-E, Part II - minimum class 3.0.

Source Quality Control - The contractor shall exercise caution in the operation of the material source to prevent the inclusion of inferior materials.

3. CONSTRUCTION

A. The subgrade shall be finished true to the lines and grades as shown on the plans or as established by the Engineer and finished within specified tolerances and properly maintained to prevent drying and/or loosening of the surface.

No base material may be dumped on any subgrade until it has been tested and approved by the Engineer.

B. Flexible caliche base material shall be placed in uniform courses and processed to provide a uniformly mixed base course of the proper moisture content for compaction. The processing and compaction procedure used shall provide a uniform base course compacted to ninety-five percent (95%) modified proctor density (YACHT T180) minimum. The minimum thickness of any one compacted course shall be three inches (3"). The maximum thickness of any one compacted course shall be eight inches (8").

Any soft or segregated spots that appear in the base shall be removed, replaced or reprocessed and recompacted prior to final finishing of the base. The finished base shall conform to the lines and grades as shown on the plans or established by the Engineer. Finished tolerances shall not exceed one half inch (1/2") in ten feet (10').

The finished base shall be primed as soon after finishing as practical and shall be protected until the hot mix asphaltic concrete surface is applied. In no case will prime be applied until the finished base has been approved by the Engineer.

4. TESTING

A. All test for approval of the source shall be performed by a commercial lab selected by the owner and shall be paid for by the contractor.

B. Gradation and soil constants tests (ASTM C-136, D423 and D424) and THD Triaxial Test (THD TEX117-E Part II) will be performed for source approval. Should the appearance, workability or other visual checks indicate a possible change in the material being furnished, the Engineer may require the contractor to retest the material for source approval.

C. Field quality control test will consist of the finish tolerance test and density test.

The finish tolerance test will be performed by the contractor at his expense using a 10' rolling straight edge. This test shall be performed at the direction of the Engineer or his representative. When required, the test shall consist of checking one path in each lane with the rolling straight edge.

Density test will be made by the City or a commercial laboratory chosen by the City using Troxler 3411-B nuclear density gauges or approved equal at the minimum rate of one test for each 1000 square yards of base. In no case shall less than three tests be run on any one area processed as a unit. The City will bear the cost of the first test or set of tests only. If the base fails the first test the contractor, at his own expense, will be required to have all subsequent tests performed by the commercial laboratory chosen by the city.

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BITUMINOUS PRIME

1. GENERAL

This item consists of the application of a bituminous prime coat to the finished caliche base in accordance with the provisions of the Specifications.

Qualification of Material Source - Material shall be supplied by a producer with a proven performance record of acceptance by the Texas Highway Department.

Measurement and Payment - Measurement and payment will be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Cut-back asphalt grade MC-30, Texas Highway Department Item 300.

Source Quality Control - Certificates of compliance to be furnished by the producer to the Engineer.

3. CONSTRUCTION METHODS

Condition of Base - The surface of the base shall be tightly compacted to the line and grade shown on the plans and within the tolerances of the specifications. The surface shall be clean and the base shall contain sufficient moisture to assure the proper penetration of the prime.

The prime shall be applied with an approved distributor to the surface of the base at a rate of between 0.15 and 0.40 gallon per square yard. The application rate shall be varied to meet field conditions and to obtain uniform coverage, and adequate penetration. Properly applied prime coat should penetrate from 3/8" to 1/2" into the base and should cure in approximately 72 hours with ambient temperatures at or near 70 degrees F. The prime shall be applied at a temperature within the range of temperatures recommended in Item 300 of Texas Highway Department Standard Specifications. The temperature shall be varied within this range to provide a viscosity that will assure even spreading and penetration of the base. Air Temperatures at the time of application shall be above 50'F.

BITUMINOUS TACK

1. GENERAL

This item consists of the application of a bituminous tack coat to the primed base or existing asphaltic concrete or Portland cement concrete pavement in accordance with the provisions of the specification.

Qualification of Material Source - Material shall be supplied by producer with a proven performance record of acceptance by the Texas Highway Department.

Measurement and Payment - Measurement and payment will be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Cut-back asphalt grade RC-250, Texas Highway Department Item 300.

3. CONSTRUCTION METHODS

Conditions of Surface - Prior to application of tack to the base course the prime must be completely penetrated into the base and the surface cleaned of foreign objects.

The tack shall be applied with an approved distributor at a rate of between 0.05 and 0.10 gallons per square yard. The temperature of application shall be within the range recommended by the Texas Highway Department in Item 300. The surface temperature to which tack is being applied shall be above 50 degrees F. at the time of application.

When the asphaltic concrete surface is being placed on primed caliche base, use of the tack coat may be waived by the Engineer if the contractor can show that adequate adhesion of the surface being placed to the base course is achieved without it.

Tack coat shall be placed on all asphaltic concrete or portland cement concrete surfaces on which an additional course of asphaltic concrete surfacing is to be placed. The tack coat shall be rolled with a pneumatic roller to assure even distribution over the entire surface and to achieve proper penetration into and adhesion to the surface being overlayed.

HOT MIX ASPHALTIC CONCRETE

I. GENERAL

Includes the construction of the hot mix asphaltic concrete surface in accordance with lines, grades and the sections shown on the plans and with the provisions of the specifications.

Qualification of Material Sources - Producers of oil asphaltic concrete mixture to have a proven record of acceptance by the Texas Highway Department.

Measurement and Payment - Measurement and payment to be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Oil Asphalt - Oil asphalt grade AC-l0 or AC-20, Texas Highway Department Item 300. When no asphalt grade is shown on the plans, and unless directed otherwise by the Engineer, asphalt for this project shall be grade AC-10.

Coarse Aggregate - Crushed stone or crushed gravel with a minimum of 75 percent of the aggregates having two or more crushed faces. Additional requirements:

(a) Los Angeles Abrasion: ASTM C l3l, Wear not to exceed 40.

(b) Decantation: Maximum 2.0 percent by weight

Fine Aggregates - Natural sand and screenings crushed from the same or similar material meeting the requirements of the course aggregates. Additional requirements.

(a) Plasticity Index: Maximum of 6.

(b) Sand Equivalents: Minimum of 50 for each individual fine aggregate.

Paving Mixtures - The paving mixture(s) shall be as shown on the plans and details. If no mixtures are shown on the plans surface or wearing courses up to l-3/4 inches thick shall be Type D, base courses up to 2 inches thick shall be Type C and base courses over 2 inches thick shall be Type B or Type A.

(a) Gradation: The master gradations for the paving mixtures are:

TYPE "A" (Coarse Graded Base Course):	Percent Aggregate by weight or volume
Passing 2" sieve	100
Passing l-3/4" sieve	95 to 100
Passing l-3/4" sieve, retained on 7/8" sieve	16 to 42
Passing 7/8" sieve, retained on 3/8" sieve	16 to 42
Passing 3/8" sieve, retained on No. 4 sieve	10 to 26
Passing No. 4 sieve, retained on No. l0 sieve	5 to 21
Total retained on No. l0 sieve	68 to 84
Passing No. l0 sieve, retained on No. 40 sieve	5 to 21
Passing No. 40 sieve, retained on No. 80 sieve	3 to 16
Passing No. 80 sieve, retained on No. 200 sieve	2 to 16
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

TYPE "B" (Fine graded Base or Leveling-up course)	Percent Aggregate by Weight or Volume
Passing l" sieve	100
Passing 78" sieve	95 to 100
Passing 7/8" sieve, retained on 3/8" sieve	21 to 53
Passing 3/8" sieve, retained on No. 4 sieve	11 to 42
Passing No. 4 sieve, retained on No. l0 sieve	5 to 26
Total retained on No. l0 sieve	58 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 21
Passing No. 80 sieve, retained on No. 200 sieve	3 to 21
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

Type "C" (Coarse Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing 7/8" sieve	100
Passing 5/8" sieve	95 to 100
Passing 5/8" sieve, retained on 3/8" sieve	16 to 42
Passing No. 4 sieve, retained on No. l0 sieve	11 to 37
Total retained on No. l0 sieve	54 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 Sieve	3 to 27
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

TYPE "D" (Fine Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing l/2" sieve	100
Passing 3/8" sieve	85 to 100
Passing 3/8" sieve, retained on 4" sieve	21 to 53
Passing No. 4 sieve, retained on No. l0 sieve	54 to 74
Total retained on No. l0 sieve	54 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 sieve	3 to 27
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 4 to 8 percent of the mixture by weight.

TYPE "F" (Fine Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing 3/8" sieve	100
Passing No. 4 sieve	95 to 100
Passing No. 4 sieve, retained on No. l0 sieve	58 to 73
Passing No. l0 sieve, retained on No. 40 sieve	6 to 26
Passing No. 40 sieve, retained on No. 80 sieve	3 to 13
Passing No. 80 sieve, retained on No. 200 sieve	2 to 11
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 6.5 percent of the mixture by weight.

(b) Tolerances: Deviations from job mix formula limited to:

(l) Sizes larger than the l0 sieve- Plus or Minus 4 percent.

(2) No. l0 sieve and smaller - Plus or Minus 3 percent.

(3) The deviation from the job mix formula shall be further limited in that the total deviation from the job mix formula between any two adjacent aggregate grades shall not exceed the allowable deviation for either one.

(4) Asphalt - Plus or Minus 0.3 percent.

(c) Density - The mixture shall be designed to produce an acceptable mixture within tolerance, at or near optimum density. The mixture molded in the laboratory should have the following percent of maximum theoretical density:

Minimum	Maximum	Optimum
96	98	97

(d) Stability: Minimum of 35 Hveem

Source Quality Control - Paving mixture and plant tests to be performed by laboratory selected and paid by the Owner, except as noted.

Job Mix Formula - The contractor shall submit a job mix formula, prepared by laboratory chosen by the owner, at least l0 days in advance of laying operations to allow time for review by the engineer. Substitution of one or more materials will require a new job mix formula and must be approved by the engineer.

The design of job mix formula whether for original submittal or revisions shall be paid for by the contractor.

Plant Tests - Check of raw material uniformity, quality and flow, hot bin gradations, temperature of mixture, mixture tests for density, stability and percent asphalt and other necessary tests to be performed bythe laboratory selected by the owner for each day's production.

Oil Asphalt - Producer to furnish certificates of compliance to the Engineer.

3. CONSTRUCTION METHODS

A. GENERAL

Condition of Base - The surface of the base shall be tight and free of debris. The prime coat shall be uniformly distributed, well penetrated and completely cured prior to application of the tack coat. If the mixture will adhere to the surface of the base without the application of a tack coat, the tack coat can be eliminated. If the surface of the base is one half (l/2") inch or more lower than the proposed bottom of the asphaltic concrete it shall be corrected by placing and compacting a level up course of the asphaltic concrete before the mat is placed on it.

Stockpiling, Storage, Batching and Mixing - Shall meet the requirements of Item 340, "Texas Highway Department l982 Standard Specifications for Road and Bridge Construction.

Weather Limitations - Shall be the requirements of Item 340,"Texas Highway Department l982 Standard Specifications for Road and Bridge Construction." With the added provision that no asphaltic concrete shall be placed when the surface on which the mat is to be placed is below 50 degrees F.

Thickness - Shall be as shown on plans. Unless shown otherwise on the plans, the maximum compacted thickness of any one course of asphaltic concrete shall be two and one-half (2-l/2) times the maximum aggregate size of the mixture being placed. The minimum shall be one (l) inch or one and one fourth (1-1/4) times the maximum particle size which ever is greater.

B. PLACING

Placing of Asphaltic Concrete shall be accomplished using an approved self propelled spreading and finishing machine with a heated vibrating screed capable of producing a surface that will meet the requirements of the typical cross section and the surface test, and when the mixture is dumped directly into the finishing machine shall have adequate power to propel the delivery vehicles in a satisfactory manner. The finishing machine shall be equipped with a flexible spring and/or hydraulic type hitch sufficient in design and capacity to maintain contact between the rear wheels of the hauling equipment and the pusher rollers of the finishing machine while the mixture is being unloaded.

The use of any vehicle which requires dumping directly into the finishing machine and which the finishing machine cannot push or propel in such a manner as to obtain the desired lines and grades without resorting to hand finishing will not be allowed. Vehicles dumping directly or indirectly into the finishing machine shall be so designed and equipped that unloading into the finishing machine can be mechanically and/or automatically operated in such a manner that overloading the finishing machine being used cannot occur and the required lines and grades shall be obtained without resorting to hand finishing.

Automatic screed controls will be required and shall meet the requirements item, 528 "automatic screed controls for asphaltic concrete spreading and finishing machines "Texas Department of Highways and Public Transportation 1982 Specifications for Construction of Highways, Streets and Bridges".

The screed shall be ski controlled using a ski of not less than l8' in length. Curb shoe control will not be allowed.

The spreading and finishing machine shall be maintained in good working order and operated by competent trained personnel.

The Engineer may require the contractor to place a test strip to prove the capability of the machine and the competency of the operating personnel to produce a satisfactory finished surface.

In dips and on curved surfaces where the ski control cannot be used, the surface will be controlled using a l0' straight edge.

Fillet areas, turn outs and other areas not accessible to the spreading machine may be hand laid provided a satisfactory surface is produced.

C. COMPACTION AND FINISHING

Compaction Requirements - The asphaltic concrete surface shall be compacted so that the compacted mixture will contain not more than seven percent (7%) nor less than three percent (3%) air voids.

The surface of the pavement, after compaction, shall be smooth and true to the established line, grade and cross section, and when tested with a l0 foot rolling straightedge, except as provided herein, the maximum deviation shall not exceed l/8 inch in l0 feet, and any surface not meeting this requirement shall be corrected as directed by the engineer.

Raking and Leveling - Minor leveling may be accomplished using asphalt rakes prior to compacting the surface. The surface shall be leveled by loosening the surface of the asphaltic concrete using an asphalt rake then adding or removing material and smoothing the surface. Any large aggregate worked to the surface in this process shall be removed before compaction. The large aggregate shall not be spread over the new asphaltic concrete surface.

Edges and joints with compacted asphalt or concrete gutters shall be carefully squared and excess material removed before compaction. Care shall be taken to see that NO excess material laps over onto the surface of existing asphaltic concrete paving or concrete gutters. Large aggregate worked to the surface in this process shall be removed. It shall not be spread over the new asphaltic concrete surface.

Rolling - In general rolling shall conform to the requirements of item 340 of the Texas Department of Highways and Transportation 1982 Specifications for Construction of Highways, Streets an Bridges except as modified herein.

It shall be the responsibility of the contractor to have rolling equipment available on the job to properly compact the paving mixture in place as required without delay to the lay down operation. Rollers provided shall meet the qualifications for their type as follows:

PNEUMATIC TIRE ROLLERS: The rollers shall be acceptable medium pneumatic tire rollers conforming to the requirements of the item, "Rolling (pneumatic tire)", Type B, unless otherwise specified on plans.

TWO AXLE TANDEM ROLLER: This roller shall be an acceptable power driven tandem roller weighing not less than 8 tons.

THREE WHEEL ROLLER: This roller shall be an acceptable power driven three wheel roller weighing not less than l0 tons.

THREE AXLE TANDEM ROLLER: This roller shall be an acceptable power driven three axle roller weighing not less than l0 tons.

Vibrating rollers will not be used without prior written approval of the engineer. Written approval will be granted only upon demonstration by the contractor that the roller and operator can produce a satisfactory surface within the tolerances of these specifications. Only the operator or operators thus approved will be allowed to operate the vibrating roller on this project.

Areas not accessible to standard rollers shall be compacted using trench rollers, impact tampers, hand tamps or other approved means that will produce the density and surface required.

JOINTS- Shall be carefully rolled to provide compaction of the asphalt against the existing surface or face of the concrete gutter. Joints between concrete gutters and Hot Mix Asphaltic Concrete shall be placed so that the HMAC will be approximately l/2 inch higher than the concrete when compaction is completed. At transverse joints such as valley gutters and fillet areas where finishing asphalt paving 1/2 inch above the edge of concrete will adversely affect ride quality the asphalt shall be finished 1/4 inch above the edge of the concrete.

Transverse joints shall be rolled in the transverse direction with the first pass extending approximately six (6") inches onto the new asphalt each additional pass shall extend approximately twelve (12") inches further onto the new asphalt until the full width of the roller is on the new asphalt. Longitudinal rolling may begin then.

All transverse joints shall be checked with a l0" straight edge while the material is

still hot enough to roll. Any corrections shall be made by loosening the material using an asphalt rake and adding or removing material and recompacting the surface. The surface shall be rechecked and when the joint is acceptable the asphalt spreading machine may proceed with the pass.

Final or finish rolling shall be accomplished using a two axle tandem roller to remove roller marks. This rolling shall be accomplished after the surface has cooled sufficient to minimize further marking but before it is too cool to respond to rolling.

STRAIGHTEDGES AND TEMPLATES - The contractor shall provide acceptable l0 foot straightedge for surface testing. Satisfactory templates shall be provided as required by the Engineer.

4. FIELD QUALITY CONTROL

Test Lots - Field Quality Control Tests shall be made by lot with a lot being the amount of contiguous surface laid in one day. No lot shall exceed l0,000 S.Y. If a days laying exceeds l0,000 S.Y., that days laying shall be divided into two approximately equal lots. The same lot divisions shall be used for all Quality Control Tests. Each separate block or combination of contingeous (blocks) of paving shall be considered as a separate lot even though they may be placed in a single day and do not comprise l0,000 S.Y. of surface.

Surface Tests - Surface tolerance tests will be performed in both longitudinal and transverse directions. The test for longitudinal surface tolerance will be performed with a ten-foot rolling straightedge furnished by the contractor, and calibrated and used in accordance with the manufacturer's recommendation or other approved method.

The maximum allowable deviation in surface shall be 1/8 inch in 10 feet. Tests for longitudinal surface tolerance will be performed by the contractor, accompanied by the engineer within 24 hours of the completion of a lot. One path in each lane for the length of the entire lot will be tested. The location of the test path (Distance from centerline or pavement edge) will be determined by the engineer through the use of random numbers. Any deviations in the surface finish of a roadway wearing course which exceeds l/4 inch must be corrected. After corrections have been made, the entire lot must meet the l/8 inch surface tolerance.

Thin course "scab on" patching will NOT be permitted. Corrections may be made by planning, milling and patching or by removing and replacing affected surface area.

When milling and patching is used to correct surface defects the minimum depth of removal shall be l".

For milling and patching or surface removal the area removed or milled shall be sufficiently large to avoid the appearance of patching.

When planning is used to correct defects the thickness of the remaining paving shall meet the thickness requirements as shown on the plans.

Surface tolerance test will be performed on the last or wearing course only.

Asphaltic concrete pavement constructed under these specifications that does not meet the surface tolerance requirements and is allowed to remain in place will be paid for at a reduced rate determined by multiplying the price bid for the wearing surface course by a surface tolerance quality factor. This rate shall apply to the entire lot.

Lower courses will not be affected by this quality factor but will be paid for at the price bid or such price as it may be affected by other quality factors.

The surface tolerance quality factor will be determined according to the following schedule:

Linear % of pavement exceeding 1/8 inch surface tolerance	Surface tolerance quality factor
0.0 to 1.0	1.0
1.1 to 1.5	0.9
1.6 to 2.5	0.8
over 2.5	0.5

Roadway surface requirements will not be applied for paved drives, aprons, turnouts, and other irregular sections, however, asphaltic concrete shall be placed in such a manner as to provide a neat and uniform appearance and shall be compacted by methods satisfactory to the engineer.

The contractor may request permission to reconstruct a portion of the pavement when, in his opinion, the surface tolerance quality factor can be improved. Upon approval of the engineer, the contractor shall take sufficient tests to isolate the portion or portions of pavement to be pre- constructed and remove and reconstruct the pavement. All costs in connection with this reconstruction are to be born by the contractor. The minimum width of this reconstruction shall be l/2 the street width unless approved otherwise in writing by the engineer. The portions reconstructed shall be re-tested and the surface tolerance quality factor recomputed using the new information along with the test from the area within the portion of the lot not reconstructed.

When other quality factor reductions are provided for on the plans or in the specifications the effect shall be cumulative ie: QFl x QF2 x QF3 x ....x QFn x unit price.

No payment will be made for pavement with a combined quality factor of less than 0.5.

Thickness Test - Thickness test will be made by the engineer on each course of asphaltic concrete laid. Test specimens shall be made by a commercial laboratory selected by the owner. Test specimens shall be cores having a minimum nominal diameter of 6". These cores shall be made in the presence of the inspector at locations designated by the inspector using an approved power operated coring machine.

For thickness and compaction test, each lot shall be divided into approximately equal sublots corresponding in width to each pass of the lay down machine and containing up to but not exceeding 2,000 square yards each. If a lot contains less than 2,000 square yards the engineer may, at his option, divide the lot into two equal sublots, or, if the contractor has a record of satisfactory workmanship, the engineer may waive tests on said lots.

The engineer will locate one test spot for each l,000 S.Y. and/or fraction thereof in each sub-lot using random numbers. If a spot thus located falls within one foot of a longitudinal joint or lip of gutter or within two feet of an unsupported edge or within l5 feet of the beginning or ending edge of a pass, the engineer will relocate the spot using random numbers. The commercial laboratory chosen by the owner will remove the test specimen from each designated spot, mark the specimen and the adjacent pavement for future reference and perform the required tests. Test specimens shall be removed with special caliper type tongs having circular jaws of the diameter of the specimen being removed. These jaws shall grip at least 1/2 of the circumference of the specimen. Screw drivers or other type of prying instruments shall not be used to remove the specimens.

The thickness of a specimen shall be determined by averaging four (4) measurements made at ninety degree (90) intervals around the specimen. Any thickness less than design thickness shall be considered as deficient.

For hot mix asphaltic concrete pavement less than 2 inches thick the maximum allowable deficiency in any one test specimen is l/8 inch provided that no more than twenty five percent (25%) of the specimens tested show a deficiency. For pavement in excess of 2 inches in thickness the maximum allowable deficiency in any one specimen shall be l/8 inch plus l/l6 inch for each additional inch of thickness provided that no more than twenty five percent (25%) of the test specimens show a deficiency.

When a test specimen has a greater deficiency and less than (25%) of the test specimens show a deficiency the contractor shall, at his own expense, determine the extent of the deficiency and correct it by removing and replacing the surface. The minimum width for such correction will be the full width of the pass or passes of the lay down machine in which the deficiency occurs.

The minimum length of such correction shall be three times the width removed. When more than (25%) of the test specimens show a deficiency the surface may at

the engineers option be declared uniformly deficient and the contractor shall correct the deficiency by removing and reconstructing the surface or by constructing an overlay of not less than l inch thickness over the deficient area. The construction of an overlay will require milling at lip lines and dips.

The corrected surface shall meet all the requirements of these specifications.

Asphaltic concrete pavement constructed under these specifications that is less than design thickness, if allowed to remain in place, will be paid for at a reduced rate determined by multiplying the unit price bid in the bid proposal by a thickness quality factor. This rate shall apply to the entire lot in which the deficiency is found.

The thickness quality factor for hot mix asphaltic concrete pavement less than 2 inches in thickness shall be:

Thickness Deficiency	Quality Factor
Maximum l/8" for any one specimen with no more than 25% of the specimens showing a deficiency.	l.0
Pavement not meeting the 25% limitation with an average specimen deficiency up to l/8 inch.	0.75
Average specimen deficiency of l/8 inch to l/4 inch	.55
Average deficiency of more than l/4 inch	0.0

The thickness quality factor for hot mix asphaltic concrete more than 2 inches thick will be l.0 if the maximum deficiency for any one specimen is l/8 inch plus l/l6 inch for each additional inch of thickness over 2 inches and not more than twenty five percent (25%) of the test specimens in the lot are deficient. For thickness test that fall outside this area either by single specimen thickness deficiency or more than twenty five percent (25%) of the specimens showing deficiency the thickness quality factor shall be computed as follows:

$$\text{Thickness Quality Factor} = \frac{1}{\left(\frac{1}{\text{Thickness Ratio}}\right)^2}$$

The thickness ratio for a lot is the average specimen thickness for that lot, with no allowance for thickness in excess of design, divided by the design thickness. For determining the average specimen thickness, those specimens in excess of design thickness shall be considered at design thickness.

The minimum thickness quality factor for which payment will be allowed is .55. Any pavement with a thickness quality factor below .55 will be considered as having a thickness quality factor of 0. This shall apply only if the contractor requests, in writing, to have this paving remain in place and this request is approved in writing by the engineer.

When the deficient area is in a lower course of a multi-course paving structure the contractor may reduce or correct the deficiency by increasing the thickness of the subsequent course or courses as follows:

When subsequent course is	Maximum increase in course thickness
Type B	1/2"
Type C	3/8"
Type D	1/4"

When corrected in this manner the thickness quality factor shall be determined using the combined thickness of the corrected courses and shall apply to all unit prices applicable to this lot.

The contractor may request permission to reconstruct a portion of the pavement when, in his opinion, the thickness quality factor can be improved. Upon approval of the engineer, the contractor shall take sufficient tests to isolate the portion or portions of pavement to be reconstructed and remove and reconstruct the pavement. All cost in connection with this reconstruction are to be born by the contractor. The minimum width of this reconstruction shall be l/2 the street width unless approved otherwise in writing by the engineer. The portions reconstructed shall be retested and the thickness quality factor recomputed using the new information along with the test from the area within the portion of the lot not reconstructed.

When other quality factor reductions are provided for on the plans or in the specifications the effect shall be cumulative ie: QFl x QF2 x QF3 x....x QFn x unit price.

No payment will be made for pavement with a combined quality factor of less than 0.5.

Compaction Test: Compaction test will be made by the commercial laboratory chosen by the owner on the core samples removed from the paving for thickness testing.

The percent air voids will be calculated using maximum theoretical specific gravity of the mixture.

The contractor may attempt to correct deficiencies in compaction by additional pneumatic rolling upon written permission of the engineer. Requests for permission to conduct additional rolling shall be submitted, in writing, to the engineer no later than three days following notification of the deficiency by the commercial laboratory and the additional rolling shall be completed within ten (l0) days following said notification weather permitting.

In no case shall the additional rolling be delayed beyond thirty (30) days from the date the surface was laid. All cost for additional rolling and additional coring and testing of the re-rolled surface shall be born by the contractor.

Asphaltic concrete pavement not meeting this specification and that is allowed to remain in place shall be paid for at a reduced rate determined by multiplying the price bid in the bid proposal by a compaction quality factor determined according to the following schedule:

Percent air voids (average of all specimens for the lot)	Compaction Quality factor	
less than 3	0	
3.0 to 8.0	1.0	
8.1 to 9.0	0.9	
9.1 to 10.0	0.7	
10.1 to 11.0	0.5	and the engineer may require a chip seal to be applied at the contractor's expense
More than 11		0 and the engineer may require a chip seal to be applied at the contractor's expense.

NOTE: HMAC surfacing with between 11% and 15% air voids may, upon written request by the Contractor, be reviewed by the Engineer to determine if it may be left in place. The Engineer's review will consider the type of street and expected traffic conditions among other factors and a written determination will be issued. If the surface is allowed to remain in place, a chip seal will be required at the Contractor's expense. The quality factor for this paving will remain at 0.

The reduced rate shall apply to the entire lot.

The effect of compaction quality factors shall be cumulative and shall be applied as described for surface quality factors and thickness quality factors.

Cost for Field Quality Control - The surface tolerance test shall be made by the contractor at his expense.

The initial thickness and compaction test will be made at no cost to the contractor except for the cost of materials and labor to repair the holes left when cores are removed.

The cost of all thickness test to isolate a deficient area and the cost of retesting the corrected area shall be born by the contractor.

The cost of all retesting of compaction after additional rolling to correct compaction deficiencies shall be born by the contractor.

Areas reconstructed to remedy deficiencies shall meet all the requirements of these specifications and shall be tested in the same manner as original construction. The cost of all tests on reconstructed areas shall be born by the contractor.

5. ADDITIVES

Anti-stripping: An approved liquid anti-stripping agent shall be added to the asphalt used in the hot mix asphaltic concrete. The rate of application shall be in accordance with the manufacturer's recommendation. The minimum anti-stripping agent added shall be one-half (l/2) of l%.

The anti-stripping agent used shall have a proven record when used with similar aggregate and shall be approved by the engineer in writing prior to the date set for reception of bids.

DOUBLE COURSE ASPHALT SURFACE TREATMENT

1. SCOPE

The work to be done under this section consists of furnishing all labor, materials and equipment necessary to construct a Double Asphalt Surface Treatment on the prepared base course in accordance with the sections shown on the plans and as specified herein or as directed by the Engineer.

2. MATERIALS

2.1 Asphalt

The asphalt used shall be of the grade and type specified below. The material shall be homogeneous and free from water, shall not foam when heated to 347° F., and shall meet the following requirements.

Viscosity Grade AC-5
Texas Highway Department 1982 Specifications

Viscosity 140 F. Stokes	500 +/- 100	
	Min.	Max.
Viscosity 140 F. Stokes	1.4	--
Penetration 77° F. 100 g. 5 sec.	135	--
Flash Point C.O.C.F.	425	--
Solubility in trichlorethylene percent	99.0	--

Tests on residues from thin film oven test:

Viscosity 140 F. Stokes	--	1500
Ductility, 77° F. 5 cms per min. cms.	100	--

Spot Test – negative for all grades.

2.2 Aggregate

All aggregate shall be composed of sound and durable particles of crushed stone or crushed gravel. At least eighty-five percent (85%) of the particles of the aggregate retained on the No. 4 sieve shall have one or more crushed faces. Aggregate particles shall be free from organic matter, clay, loam, or pebbles coated therewith, and shall not contain more that (5%) of slate, shale, schist or soft particles of sandstone. The aggregates shall have a percent of wear of not more than thirty-five (35). (Los Angeles Abrasion Tests of Coarse Aggregate, AASHO Designation

T-96 as revised). Crushed limestone will not be acceptable for this project.

Double Asphalt Surface Treatment

No. 1 Aggregate – (Texas Highway Department 1982 Grade 3)	Retained on ¾" Sieve -	0% by weight
	Retained on 5/8" Sieve -	0 – 2% by weight
	Retained on ½" Sieve -	20, 35% by weight
	Retained on 3/8" Sieve -	85 – 100% by weight
	Retained on ¼" Sieve	95 – 100% by weight
	Retained on No. 10 Sieve-	99-100% by weight

No. 2 Aggregate - (Texas Highway Department 1982 Grade 5)	Retained on ½" Sieve -	0% by weight
	Retained on 3/8" Sieve -	0 – 5% by weight
	Retained on No. 4 Sieve -	40 – 85% by weight
	retained on No. 10 Sieve -	98 –100% by weight
	Retained on No. 20 Sieve-	99 100% by weight

3. CONSTRUCTION METHODS

3.1 Preparation of base

If the surface of the base course is not in proper condition for placement of surfacing, it shall first be brought true to the section and grade as established. The base shall be checked, and any deviation in excess of ¼-inch from grade or from true cross section shall be corrected by scarifying then adding or removing material, reshaping and re-compacting by sprinkling and rolling. No "scab" or "featheredge" patches will be permitted. After correction of any defects in the base, it shall be cleaned of dirt, dust, or other deleterious material by sweeping or other approved methods and primed.

The base course shall be primed with MC-30 Asphalt as directed by the Engineer. The asphalt used shall meet the 1982 Texas Highway Department Specifications Item 300.

The base course shall be checked at least 24 hours in advance of placing the surfacing and any defects shall be repaired and re-primed. Immediately prior to placing the surfacing, the base shall be cleaned of all dirt, dust, or other deleterious materials by sweeping with rotary and hand brooms or other approved methods.

Prime coats shall not be applied more than 7 days in advance of placing the surface course. Areas that have been primed longer than the time

specified above prior to placing the surface course shall be re-primed at the Contractor's expense.

3.2 Handling and Applying Asphalt

All storage tanks, piping, retorts, booster tanks, and distributors used in storing or handling asphalt shall be kept clean and in good operating condition at all times, and they shall be operated in such a manner that there will be no contamination of the asphalt with foreign material. Asphalt shall not be heated above 400° F. at any time, and when applied, it shall be at a temperature of not less than 300° F. and not more than 350° F. The Engineer will select the temperature of application, and the Contractor shall apply the asphalt at a temperature within 15° of the temperature selected. All asphalt material heated above 400° F. will be rejected. Re-circulating heating equipment shall be equipped with recording temperature gauges.

The prime coat shall not be applied when the air temperature is below 50° F. and falling or when in the opinion of the Engineer weather conditions are not suitable. Prime coat shall not be applied when the temperature of the surface on which it is to be applied is less than 40° F. The prime coat shall be applied at least 24 hours in advance of placing the surface course. Prime coat shall be applied with an approved distributor at a rate of 0.30 gallon per square yard, or as directed by the Engineer.

Double Asphalt Surface Treatment shall not be applied when the temperature of the surface on which it is to be placed is below 50° F. and is falling but may be applied when the air temperature is above 40° F. and rising. No asphalt shall be placed when general weather conditions, in the opinion of the engineer, are unsuitable. No double asphalt surface treatment shall be placed from September 30 to April 15.

Asphalt shall be applied on the clean surface by an approved type of self-propelled pressure distributor so operated as to distribute the material in the quantity specified, evenly and smoothly, under a pressure necessary for proper distribution. The Contractor shall provide necessary facilities for determining the temperature of the asphalt in all of the heating equipment and in the distributor, for determining the rate and pressure at which it is applied, and for securing uniformity at the junction of two distributor loads. The beginning and ending of each shot of asphalt shall start and stop on a strip of heavy craft paper of not less than thirty (30) inches in width.

In areas inaccessible to the distributor, asphalt shall be applied by means of a hose and spray nozzles attached to the distributor. Care shall be

taken during application of any asphalt to shield the curb and gutter from the asphalt spray; satisfactory means of handling this matter will be insisted upon.

3.3 Application of Aggregate

Immediately after making the first application of asphalt, the surface shall be covered with No. 1 aggregate. The aggregate shall be spread with an approved self-propelled continuous feet aggregate spreader box, or approved equal, at rates as specified below or as directed by the Engineer. If necessary to obtain uniform distribution of aggregates, hand brooming and hand spotting of aggregates will be required. After completion of placing the aggregates, all areas shall be bull-wheeled with a three- wheeled roller weighing not less than 8 tons followed immediately by two complete passes with an approved self propelled pneumatic roller.

The second application of asphalt shall then be made and the No. 2 aggregate shall be applied in the same manner as stated above for the No. 1 aggregate. The Contractor shall be responsible for the maintenance of the surface and the distribution of the excess aggregate until the work is accepted.

On the two successive days following completion of the work as specified above, all areas shall be rolled with at least four complete coverage's with a pneumatic roller. This rolling shall be done in the warm part of the day.

3.4 Rate of Application of Materials

The asphalt and aggregate shall be applied at the rates specified in the following schedule:

Double Asphalt Surface Treatment

Application	Aggregate Gal. Asphalt/Sq. Yd.	Aggregate Cu. Yd. To Sq. Yds.	Designation
First	0.30	1:70	No. 1
Second	0.40	1:110	No. 2

3.5 Cleanup

After completion of the asphalt surfacing, all debris resulting from the construction shall be cleaned up and removed from the site of the work to

an approved place of disposal. The ditches, shoulders and back slopes shall be bladed and graded to true grades and cross sections as shown on the plans. The entire premises of the work shall be left in a clean condition satisfactory to the Engineer, and all costs of cleanup shall be included in the contract unit prices for the items of work involved.

DOUBLE COURSE ASPHALT SURFACE TREATMENT 1
1. SCOPE 1
2. MATERIALS 1
2.1 Asphalt 1
Viscosity Grade AC-5 1
Texas Highway Department 1982 Specifications 1
Viscosity 140 F. Stokes 1.4 --..... 1
2.2 Aggregate 1
Double Asphalt Surface Treatment 2
3. CONSTRUCTION METHODS 2
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3.4 Rate of Application of Materials 4
Double Asphalt Surface Treatment 4
3.5 Cleanup 4

3/2006

PREPARATION OF ASPHALTIC CONCRETE SURFACE FOR OVERLAY OR SEAL COAT

1. GENERAL

This item includes patching, milling and incidentals to prepare the asphaltic concrete surface for tack coating and overlay or for application of a seal coat.

2. MATERIALS

a. Asphalt

Asphalt for hot mix asphaltic concrete shall be Grade ACl0 Texas Highway Department Item 300.

Asphaltic concrete shall be Type D or Type F Texas Highway Department Item 340 except when the overlay is the second phase of phased construction in which case the asphaltic concrete for full depth patching shall be the grade as shown on the plans.

b. Portland Cement Stabilized Base

Cement stabilized base shall conform to Texas Highway Department Item 274 and shall consist of caliche base materials described in Section 2-C of this specification. Stabilized using 2 sacks of Portland cement per cubic yard. Cement stabilized base may be blade mixed at or near the job site if the contractor can produce a uniformly mixed acceptable product by this method.

3. PATCHING

a. Patching Surface Raveling

Where, in the opinion of the engineer, surface raveling has caused sufficient loss of material to require patching, the contractor shall thoroughly clean the area to be patched by brooming, and/or compressed air nozzle. When the patched area is completely free of loose aggregate and other foreign matter the contractor shall lightly brush the area with emulsified asphalt type SS1 and apply Type F hot mix asphaltic concrete. The asphaltic concrete shall be raked using an asphalt rake and finished smooth a little higher than the existing surrounding surface and compacted using a steel wheel roller and/or a pneumatic roller. Rollers shall be sufficient size and weight to achieve

adequate compaction. Small areas may be compacted using vibrating plate compacters when approved by the Engineer.

b. Patching Deteriorated Surface

When, in the opinion of the engineer, the surface has deteriorated to a point where replacement is required the engineer shall mark the area to be removed and replaced. The contractor shall saw cut for the full depth of the asphaltic concrete and remove said pavement. The saw cut shall be rectangular in shape with the edges being parallel to and at 90` to the centerline of the street. The minimum width for any patch shall be one (l') foot. After the surface has been removed the base shall be carefully smoothed and all loose base material shall be removed. When needed the base shall be reprimed using a light shot of RC 250 or MC 30 asphalt. After the prime coat has penetrated the base material, the contractor shall apply tack coat to the sawed edges of the surface and place Type D asphaltic concrete to a sufficient depth above the existing surface to provide a compacted surface slightly higher than the adjacent surface. The patch shall be compacted to a density of 92% to 97% Rice density using steel wheel and or pneumatic rollers.

c. Patching Deteriorated Substructure

When the base and or subgrade have failed and are to be removed, the contractor shall remove the surface as specified for deteriorated surface patching. The weakened base shall be removed to a uniform depth to expose undamaged base or subgrade. The minimum depth of removal shall be six (6") inches. The base and subgrade thus removed shall be replaced with Portland cement stabilize base and compacted to 95% modified proctor density and finished at the level of the abutting base. The finished base shall be primed and the surface replaced as specified for patching deteriorated surface.

4. MILLING

Surface milling shall be accomplished using approved asphalt milling machines. The maximum depth of milling shall be one (l") inch.

Milling shall be as directed by the engineer to remove asphaltic concrete placed at valley gutters, gutters and at the ends of the first phase of phased construction for drainage and to remove the asphaltic concrete placed for a smooth connection between that phase and the existing paving. The Engineer may also direct milling to

remove ridges and ruts that have formed on the pavement surface.

The Contractor shall be responsible for controlling the milling operation so that only these areas which require milling are milled. No measurement or payment will be made for milling where only superficial surface marks are left and from which no material is removed. When milling is required to remove ridges and ruts the low areas between ridges and ruts will be considered as "milled surface" for payment.

If a smooth straight joint can not be made by milling the contractor may be required to saw cut a one (l") inch depth groove at the edge of the milled area and remove material between the saw cut and the milled area by hand. No separate payment will be made for this saw cut when required.

5. MEASUREMENT AND PAYMENT

a. Patching Surface Raveling

Measurement will be made of the actual square footage of surface area patched. Payment will be made at the price bid per square foot for patching surface raveling in the bid proposal.

b. Patching Deteriorated Surface

Measurement will be made of the square yards of street surface replaced.

Payment will be made for the actual number of square yards of street surface replaced at the price bid per square yard for patching deteriorated surface in the bid proposal.

c. Portland Cement Stabilized Base

Measurement will be made of the actual cubic yards of compacted cement stabilized base in place.

Payment will be made at the price per cubic yard bid for compacted in place Portland cement stabilized base in the bid proposal.

d. Saw Cutting

Measurement will be made of the actual length of full depth saw cut made as directed by the engineer. No measurement will be made of the sawing required to square up poor milling edges.

Payment will be made at the price per linear foot of full depth saw cutting for the actual number of feet of saw cut as measured above.

No payment will be made for saw cutting required to square up the edges left by improper, inadequate or poor quality milling.

e. Milling

Measurement will be made of the actual area milled. No measurement will be made of areas where milling leaves only superficial surface marks from which no material was removed.

Payment will be made for the actual number of square yards of surface milling as measured above at the unit price bid per square yard of surface milling in the bid proposal.

SEAL COAT

I. DESCRIPTION

This item shall consist of the application of liquid asphalt to the existing pavement surface followed by placement of cover aggregate and rolled to increase adhesion, together with other operations necessary to form a complete durable seal coat.

II. MATERIALS

A. Asphaltic Materials

The material shall be homogeneous, shall be free from water, shall not foam when heated to 347 degrees F and shall meet the following requirements:

		VISCOSITY GRADE	
TEST		AC-5 Min/Max	AC-10 Min/Max
Viscosity, 140 F stokes		500+100	1000+200
Viscosity, 275 stokes		1.4	1.9
Penetration, 77F, 100g, 5 sec.		135	85
Flash Point, C.O.C.F.		425	450
Solubility in trichlorethylene	%	99.0	99.0
Tests on residues from thin film oven test: Viscosity, 140 F stokes		1500	3000
Ductility, 77 F 5cms per min, cms		100	70
Spot Test		Negative for all grades	

B. Storage, Heating and Application Temperatures

Asphalt materials should be applied at the temperature which provides proper and uniform distribution and within practical limits avoiding higher temperatures than necessary. Satisfactory application usually should be obtained within the recommended ranges shown below. No material shall be heated above the following maximum temperatures:

Applications and Mixing

TYPE-GRADE	Recommended Range, F	Maximum Allowable, F	Heating and Storage Maximum, F
AC-5, 10	275-350	375	400

NOTE:Heating of asphalt materials (except emulsions) constitutes a fire hazard to various degrees. Proper precautions should be used in all cases and especially with RC cutbacks.

Warning to Contractors: Attention is called to the fact that asphaltic materials are very flammable. The utmost care shall be taken to prevent open flames from coming in contact with the asphaltic materials or the gases of same. The Contractor shall be responsible for damages from any fires or accidents which may result from heating the asphaltic materials.

C. Additives

1. Latex Additive: A minimum of two percent by weight latex additive (solids basis) shall be added to AC-5 asphalt when specified on the plans or in other specifications in the contract. The latex additive shall be governed by the following specifications:

The latex is to be an anionic emulsion of butadiene-styrene low-temperature copolymer in water, stabilized with fatty-acid soap so as to have good storage stability, and possessing the following properties:

Monomer ratio, B/S 70/30
Minimum solids content 67%
Solids content per gal @ 67% ..... 5.3 lbs
Coagulum on 80-mesh screen ..... 0.1% max

Type Anti-oxidant ..... staining
Mooney Viscosity of Polymer
(M/L4 @ 212 F) ....100 min
pH of Latex ..... 9.4 - 10.5
Surface Tension ..... 28-42 dynes/cm^2
Brookfield Viscosity
of Latex ..... 1200 ps max @ 67% solids

The finished latex-asphalt shall meet the following requirements:

Viscosity at 140 F, stokes ..... 1500 max
Ductility at 39.2F, 1cm per min, cm..... 100 min

2. Anti-stripping Agent. An approved liquid anti-stripping agent shall be added to the asphalt used on this project when called for on the plans or elsewhere in the specifications or bid proposal. The rate of application shall be in accordance with the manufacturers recommendations. The minimum anti-stripping agent added shall be one/half (1/2) of 1%. The anti-stripping agent shall be Permatac or approved equal.

D. Regular Aggregate

Regular aggregate shall be Type B Grade 4 or Grade 5 crushed gravel, or crushed stone as specified in Item 302 of the Texas State Department of Highways and Public Transportation (T.S.D.H.P.T.) 1982 Standard Specification for Construction of Highways, Streets, and Bridges with the following exceptions:

1. Limestone other than natural limestone rock asphalt will not be approved for use on this project.

2. Aggregate shall contain not more than 1% by weight of organic matter, clays, loam or pebbles coated therewith and shall contain not more than 5% by weight of any one of or combination of slate, shale, schist or soft particles of sandstone when tested in accordance with Test Method Tex-217-F.

3. Aggregate Gradation, expressed as a percentage of weight, shall be as follows:

Grade 4	Percent by Weight		
Retained on 5/8" sieve			0
Retained on 1/2" sieve	0	-	2
Retained on 3/8" sieve	5	-	35
Retained on No. 4 sieve	80	-	100
Retained on No. 10 sieve	98	-	100
Passing No. 200 sieve	0	-	0.5

Grade 5	Percent by Weight		
Retained on 1/2" sieve			0
Retained on 3/8" sieve	0	-	5
Retained on No. 4 sieve	40	-	85
Retained on No. 10 sieve	98	-	100
Retained on No. 20 sieve	99	-	100

When no aggregate grade is shown on the plans or called for elsewhere in the specifications or bid proposal, Grade 5 aggregate will be furnished.

4. The percent of wear, as determined by ASTM C-131, shall not exceed 25%.

5. The percent loss of the aggregate, as determined by ASTM C-88 using a magnesium sulfate solution and a four cycle test, shall not exceed 30%.

E. Precoated Aggregate

Precoated aggregate shall be Type PB Grade 4 or Grade 5 crushed gravel, or crushed stone as specified in Item 304 of the T.S.D.H.P.T. 1982 Standard Specification for Construction of Highways, Streets, and Bridges with the following exceptions:

1. Those exceptions listed in Paragraph II 2(B) above.

2. The precoated aggregate shall be coated with 1.0 to 2.0 per cent by weight of asphaltic cement of Grade AC-20.

F. Joint Paper

Paper used for starting and stopping asphalt application, as well as making fabricated paper discs to protect manhole covers and valve covers, shall be a non-absorbent, high grade 60# Kraft paper, 30" in width.

The contractor shall cover all manhole and valve box lids with paper discs, furnished by Contractor, immediately before application of asphalt and remove same immediately after application of rock.

G. Delivery Tickets

A legible copy of the delivery tickets for all materials to be used on this project shall be furnished to the City's representative at the time materials are delivered to the project stock pile and storage site.

III. CONSTRUCTION METHODS

A. Equipment

In general, all equipment used on this project shall be in good working order and in sufficient quantity to insure proper expedition of the seal operation.

1. Asphalt Handling Equipment

The asphalt distributor shall have been recently calibrated and the Engineer shall be furnished an accurate and satisfactory record of such calibration. The distributor shall be an approved type of self-propelled pressure distributor so operated as to distribute the material in the quantity specified, evenly and smoothly, under a pressure necessary for proper distribution. The Contractor shall provide all necessary facilities for determining the temperature of the asphaltic material in all of the heating equipment and in the distributor, for determining the rate at which asphalt is applied, and for securing uniformity at the junction of two distributor loads. All storage tanks, piping, retorts, booster tanks, and distributors used in storing or handling asphaltic material shall be kept clean and in good operating

condition at all times, and they shall be operated in such manner that there will be no contamination of the asphalt with foreign material. It shall be the responsibility of the Contractor to provide and maintain in good working order a recording thermometer at the storage heating unit at all times.

2. Drag Broom

A drag broom shall be required if the aggregate is not properly distributed. The drag broom shall be furnished at no additional cost to the City.

3. Pneumatic-tire Roller

Pneumatic-tire rollers shall be of the self-propelled type consisting of not less than 7 pneumatic-tired wheels, running on axles in such manner that the rear group of tires will not follow in the tracks of the forward group, and mounted on a rigid frame and provided with a loading platform or body suitable for ballast loading. The roller shall be not less that 10 tons in weight and carry not less than 50 pounds pressure in each tire.

4. Aggregate Spreader

Aggregate spreader shall be an approved self-propelled continuous feed aggregate spreader. The spreader shall be equipped with a disposable trash box for placing debris removed from spreader box scalping screen.

5. Miscellaneous Equipment

The Contractor shall have available for immediate use at no additional cost one rock blade and one drag broom if their use is required by the Engineer. These pieces of equipment shall not be pulled by rollers. In addition, the Contractor shall furnish one tail gate aggregate spreader and one dump truck, equipped to receive the tail gate spreader.

6. Truck Scale

A truck scale conforming to the requirements of item 520 of "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" shall be furnished by the Contractor at aggregate stockpile sites.

B. Surface Preparation

The City of Midland will sweep all streets to be sealed ahead of the Contractor. This sweeping by the City of Midland is not intended to be a final cleaning preparation for the application of asphalt but is intended as an aid to the Contractor.

Prior to placing the seal coat, loose dirt and other objectionable material shall be removed from the existing surface by the Contractor. The surface will be cleaned with rotary brooms. Hand brooms will be used in areas not accessible to the rotary broom. The Engineer shall approve all streets before application of any asphalt.

C. Application of Bituminous Material

Paper shall be spread on the surface for a sufficient distance back form the end of each application so that flow through sprays may be started and stopped on the paper, and so that all sprays will operate properly over the entire length being treated.

No asphaltic material shall be applied when the total of air temperature plus pavement surface temperature is less than 120" F.

No equipment or vehicular traffic shall be allowed to cross over joint paper in place, except the distributor.

Immediately following the application of asphaltic material, the Contractor shall remove all joint paper and load same on a designated vehicle. At the end of each day, all paper shall be disposed of at the City Landfill.

Following all preparation outlined above, the Contractor shall immediately apply asphaltic materials at the specified rates and temperatures designated by the Engineer.

If the Contractor employs only one distributor in the seal operation, he shall be required to seal all designated filets and street stubs in the seal area before moving to another section of the City. If two distributors are used, one distributor will be employed only to seal filets and street stubs.

The use of a second distributor to seal filets and street stubs shall require the following additional equipment; one dump truck equipped with tailgate spreader, and one self-propelled pneumatic roller. All rolling shall be deferred until aggregate is dry.

D. Application of Aggregate

Aggregate shall be immediately and uniformly applied and spread by an approved self-propelled continuous-feed aggregate -8- spreader, unless otherwise authorized by the Engineer. Aggregate shall be applied at the approximately rate directed by the Engineer.

Vehicles used to transport aggregate from stockpiled area to spreading machine shall be weighed and a weight ticket issued for each load. Weight tickets shall show truck identification No., tare weight of truck, gross weight, and net weight of aggregate. The weight ticket shall be delivered to the city's representative at the aggregate spreader.

E. Rolling

A minimum of three (3) rollers shall be employed by the Contractor. Rolling shall be controlled by the Engineer during the entire project. The speed of all rollers will be held to a maximum of 5 miles per hour during the rolling process. When surface moisture is present on aggregate, "Rolling shall be deferred until aggregate is dry.

F. Stockpiling

All aggregate stockpiles shall be placed on a paved surface or areas acceptable to the Engineer.

When dust from the aggregate creates a nuisance or when aggregate fails to adhere to the asphalt the Engineer may require the Contractor to "water down" the aggregate stock pile.

When, directed by the Engineer, or desired by the Contractor, aggregate stockpiles will be "watered down". When the "watered down" aggregate does not adhere to the asphalt properly the Engineer may direct that water for this purpose contain 5% EA10S emulsified asphalt and/or an approved wetting agent. The Engineer may direct the contractor to increase the amount of emulsified asphalt added to the water if, in his opinion, desired results are not being achieved. No separate payment shall be made for emulsified asphalt, water or wetting agent but the cost shall be considered as an incidental cost for furnishing satisfactory aggregate.

G. Cleanup

Clean up shall be maintained on a timely manner as the work progresses. All debris scattered on the sidewalks and driveways shall be swept up by the Contractor. Sweeping debris onto freshly sealed streets shall not be allowed.

City forces will remove excess aggregate from the street and gutters after the project is completed.

H. Maintenance

The Contractor will be required to maintain all sealed streets until final acceptance of the project by the Engineer. Maintenance shall consist of adding additional coverstone when required, rolling, pony blading, or drag brooming.

IV. MEASUREMENT

Asphaltic material shall be measured in gallons at the applied temperature at the point of application.

Aggregate shall be measured by the ton in vehicles as delivered to the aggregate spreader and applied on the street. Trucks will not be allowed to leave the construction area with a partial load. If it becomes necessary for a truck to leave the area because of mechanical failure or other reasons, a second weigh ticket for that truck will be required.

Rolling shall be measured by the hours of actual rolling for each roller.

V. PAYMENT

Payment shall be made as provided under "Measurement" at the unit price bid for "aggregate", "asphalt", and "rolling" and shall be full compensation for furnishing and incorporating the materials "Aggregate" and "Asphalt" (and additives where applicable) into a composite product; for delivering, stockpiling; for brooming, compaction, and rolling; for cleaning the existing surface; for cleaning excess bituminous material; cleaning gutters; for cleaning sidewalks and driveways; for cleaning stockpile sites; for all required maintenance; for pony blading; for drag brooming; for adding additional cover aggregate; for all labor, equipment, supervision, tools, overhead, profit, and any other incidentals necessary to complete the work required under the conditions of these plans and specifications to the satisfaction of the Engineer.

08/07

ASPHALT - RUBBER SEAL COAT

(Stress Absorbing Membrane)

1. SCOPE

This specification covers the material, equipment, and construction procedures for a Stress Absorbing Membrane (seal coat).

2. PREQUALIFICATION OF A NEW ASPHALT-RUBBER MATERIAL

Pre-qualification of a new asphalt-rubber material or applicator may be requested at any time. Pre-qualification will be based on three controlled field applications evaluated after three years' performance under traffic. New asphalt-rubber material that has been evaluated and pre-qualified by an agency recognized nationally may be pre-qualified by that agency upon disclosure of suitable evidence of successful performance. Notwithstanding other agency pre-qualification, the City reserves the right to withhold pre-qualification pending the performance evaluation of local controlled field applications.

3. MATERIALS

3.1 Asphalt

The grade of asphalt cement for the asphalt-rubber mixture shall be AC - 5 or AC - 10 which shall comply with the requirements of Item 300 "Asphalt, oils and emulsions" of Texas State Department of Highways and Public Transportation 1982 Standard Specification for Construction of Highways, Streets and Bridges. The grade selected shall be based on laboratory testing by the asphalt-rubber supplier, to insure compatibility with the granulated reclaimed rubber.

If indicated necessary by laboratory testing, an approved anti-stripping additive may be added to the asphalt cement up to 1.0 percent by weight of asphalt.

3.2 Granulated Reclaimed Rubber

The granulated reclaimed rubber used shall be produced primarily from the processing of automobile and truck tires. The rubber shall be produced by ambient temperature grinding processes only.

The gradation of the granulated reclaimed rubber when tested in accordance with ASTM C-136 and using a 50 gram +/- 1 gram sample, shall meet the

following requirements:

Sieve Sizes	Percent Passing
#8	100
#10	95 - 100
#16	40 - 60
#30	0 - 10
#50	0 - 5

The use of rubber from multiple sources is acceptable provided that the overall blend of rubber meets the gradation requirements.

The individual granulated rubber particles, irrespective of diameter, shall not be greater in length than 3/16 inch (5mm).

The granulated rubber shall have a specific gravity of 1.15 +/- 0.05 and shall be free of loose fabric, wire and other contaminants except that up to 4 percent (by weight of rubber) calcium carbonate or talc may be added to prevent rubber particles from sticking together. The rubber shall be sufficiently dry so as to be free flowing and not produce a foaming problem when blended with the hot asphalt cement.

The granulated reclaimed rubber shall be accepted by certification from the rubber supplier.

3.3 **Diluent**

The diluent shall have the following properties:

Flash Point	130^{o} F Minimum
Initial Boiling Point (ASTM D-86)	340^{o} F Minimum
Dry Point (ASTM D-86)	390^{o} - 415^{o} F
Total Saturates	85% Minimum

3.4 **Asphalt - Rubber**

The asphalt-rubber supplier shall furnish to the engineer a minimum of 10 days before the beginning of membrane placement, the asphalt-rubber mix formulation which shall contain the following information:

Asphalt Cement
Source of Asphalt Cement

Grade of Asphalt Cement
Percentage of Asphalt Cement by total weight of the asphalt-rubber mixture.

Granulated Reclaimed Rubber
Source of Granulated Rubber
Grade of Granulated Rubber
Percentage of Granulated Rubber by total weight of the asphalt-rubber mixture.

If granulated rubber from more than one source is utilized the above information will be required for each granulated rubber used.

Diluent
Source of Diluent
Grade of Diluent
Percentage of Diluent allowable by volume of the asphalt-rubber mixture.

3.5 **Cover Aggregate**

Aggregate shall be composed of a clean and durable crushed rock, crushed gravel or crushed slag conforming to Item 304 "Aggregate for Surface Treatments (pre-coated)" of Texas State Department of Highways and Public Transportation 1982 Standard Specification for Construction of Highways, Streets and Bridges, grade No. 3 or No. 4.

Proposed aggregate samples shall be submitted to the asphalt-rubber supplier a minimum of 21 days prior to application, to test for aggregate stripping characteristics. The results shall be submitted to the engineer. Anti-strip will be included as a contingency bid item.

4. **EQUIPMENT**

4.1 **General**

The equipment used by the contractor shall include a self propelled rotary power broom or mobile pickup broom for pavement cleaning and excess cover material removal.

4.2 **Asphalt-Rubber Equipment**

All equipment utilized in the production and application of the asphalt-rubber shall be so designed and accessible that the Engineer can readily determine

the percentage by weight for each material being incorporated into the mixture and shall be as described as follows:

4.2.1 An asphalt heating tank with a hot oil heat transfer system or retort heating system capable of heating asphalt cement to the necessary temperature for blending with the granulated rubber. This unit shall be capable of heating a minimum of 3,000 gallons of asphalt cement.

4.2.2 An asphalt-rubber mechanical blender with a two stage continuous mixing process capable of producing a homogenous mixture of asphalt cement and granulated rubber, at the mix design specified ratios, as directed by the engineer. This unit shall be equipped with a granulated rubber feed system capable of supplying the asphalt cement feed system, as not to interrupt the continuity of the blending process. A separate asphalt cement feed pump and finished product pump are required. This unit shall have both an asphalt cement totaling meter in gallons and a flow rate meter in gallons per minute.

4.2.3 A truck mounted self powered distributor truck equipped with a retort heating unit, and an internal mixing device capable of maintaining a uniform mixture of asphalt cement and granulated rubber. It shall be equipped with a full circulating spreader bar and a pumping system capable of applying asphalt-rubber material within +/- .05 gallons per square yard tolerance of the specified application rate and must give a uniform covering of the surface to be treated. The distributor shall have a boot board on the rear of the vehicle and a bootman shall accompany the distributor. The bootman shall ride in a position so that all spray bar tips are in full view and readily accessible for unplugging if a plugged tip should occur. The distributor shall also include a tachometer, pressure gauge, volume measuring device and a thermometer.

4.3 Cover Material Spreader

The cover material (chip) spreader shall be a self-propelled machine with an aggregate receiving hopper in the rear, belt conveyors to carry the aggregate to the front, and a spreading hopper equipped with a full-width distribution auger and spread roll. The spreader shall be in good mechanical condition and be capable of applying the cover material uniformly across the spread at the specified rate.

4.4 Rolling Equipment

A minimum of three operational self-propelled pneumatic-tired rollers shall be used for the required rolling of the cover material. The pneumatic tired rollers shall carry a minimum loading of 3,000 pounds on each wheel and a

minimum air pressure of 100 pounds per square inch in each tire.

4.5 **Hauling Equipment**

Trucks for hauling cover material shall be tailgate discharge and shall be equipped with a device to lock onto the hitch at the rear of the cover material spreader. Haul trucks shall also be compatible with the cover aggregate spreader so that the dump bed will not push down on the spreader when fully raised or have too short a bed which results in aggregate spillage while dumping into the receiving hopper.

5. **CONSTRUCTION**

5.1 **General**

Streets to receive the asphalt-rubber stress absorbing membrane or seal coat shall be prepared in accord with Section 2-C-1 "Preparation of Asphaltic Concrete Surface for Overlay or Seal Coat" of these specifications.

Immediately prior to the application of the asphalt-rubber membrane, the surface shall be thoroughly cleaned in order to insure adequate adhesion of the asphalt-rubber to the pavement.

Due to the handling characteristics of asphalt-rubber, when radii and other irregular areas are to be sealed it is recommended that this be done with an RS or CRS chip seal emulsion or paving grade asphalt cement.

5.2 **Asphalt-Rubber Mixing and Reaction**

The percentage of granulated rubber shall be 23 percent plus or minus 3 percent by weight of total asphalt-rubber mixture, the exact granulated rubber content shall be as determined by the mix design submitted by the asphalt-rubber supplier. During membrane placement the granulated rubber percentage shall not fluctuate more than 1 percent by weight of total asphalt-rubber mixture.

The temperature of the asphalt cement shall be between 350^{o} and 400^{o} F at the addition of the granulated rubber. The asphalt and rubber shall be combined and mixed together in the asphalt-rubber blending unit and reacted in the distributor for a period of time as required by the engineer which shall be based on laboratory testing by the asphalt-rubber supplier. The temperature of the asphalt-rubber mixture shall be above 350^{o} F during the reaction period.

After the reaction between asphalt cement and granulated rubber has occurred, the viscosity of the hot asphalt-rubber-mixture may be adjusted for spraying and/or better "wetting" of the cover material by the addition of a diluent. The diluent shall comply with the requirements of Section 3.3 and shall not exceed 7.5 percent by volume of the hot asphalt-rubber mixture.

When a job delay occurs after full reaction, the asphalt-rubber may be allowed to cool. The asphalt-rubber shall be reheated slowly just prior to application but not to a temperature exceeding 350° F. An additional quantity of diluent not exceeding 3 percent by volume of the hot asphalt-rubber mixture may be added after reheating.

5.3 Application of Asphalt-Rubber Material

Placement of the asphalt-rubber membrane shall be made only under the following conditions.

1. The pavement surface temperature shall be 45° F and rising.

2. The pavement surface is clean and absolutely dry.

3. The wind conditions are not excessive.

4. All construction equipment such as asphalt-rubber distributor, cover material spreader, haul trucks with cover material, and rollers are in position and ready to commence membrane placement operations.

5. Rain is not imminent.

The asphalt-rubber mixture shall be applied at a temperature of 300° to 350° F at a rate of between .55 and .65 gallons per square yard. Transverse joints shall be constructed by placing building paper across and over the end of the previous asphalt-rubber application. Once the spraying has progressed beyond the paper, the paper shall be removed immediately and disposed of as directed by the engineer. All longitudinal joints shall not exceed a four inch overlap.

5.4 Application of Cover Material

Cover material shall be applied immediately to the asphalt-rubber after spreading at a rate of 25 to 35 pounds per square yard.
At the time of application to the asphalt-rubber, cover material shall be

surface dry so as to gain proper adhesion to the asphalt-rubber material.

5.5 Rolling

At least three operational pneumatic-tired rollers complying with the requirements of Section 4.4 shall be provided to accomplish the required embedment of the cover material. At some project locations or where production rates dictate, fewer rollers may be utilized as directed by the engineer. At no time shall there be less than two operational pneumatic tired rollers on a project.

Sufficient rollers shall be used for the initial rolling to cover the width of the aggregate spread with one pass. The first pass shall be made immediately behind the cover material spreader, and if the spreading is stopped for an extended period, the cover material spreader shall be moved ahead or off the site so that all cover material may be immediately rolled. Four complete passes with rollers shall be made with all rolling completed within one hour after the application of the cover material.

5.6 Traffic Control

Except when it is necessary that hauling equipment must travel on the newly applied membrane, traffic of all types must be kept off the membrane until it has had time to set properly. The speed of all hauling equipment shall not exceed 15 miles per hour when traveling over a membrane which is not adequately set. The minimum traffic free period shall not be less than one hour.

5.7 Removing Loose Cover Material

Sweeping can begin a minimum of one hour after membrane placement.

5.8 Method of Measurement and Basis of Payment

5.8.1 Asphalt-Rubber

a) Measurement will be made of the actual number of gallons of Asphalt-Rubber including asphalt placed in accord with these specifications.

b) Payment will be made at the price bid per gallon of Asphalt-Rubber in the bid proposal and will be full compensation for furnishing all asphalt, rubber, extender and for all labor,

equipment and incidentals for placing the asphalt-rubber on the Street surface.

5.8.2 **Cover Aggregate**

a) Measurement will be made of the actual number of tons of pre-coated aggregate placed in accord with these specifications.

b) Payment will be made at the price bid per ton of pre-coated aggregate in the bid proposal and shall be full compensation for furnishing all pre-coated aggregate and for all labor and equipment including rollers and rolling for the complete surface in place.

5.8.3 **Rolling**

a) No measurement will be made of rolling but rolling shall be considered as incidental to placing of the cover aggregate.

b) No separate payment will be made for rolling. The cost of rolling shall be included in the price per ton of cover aggregate in the bid proposal.

5.8.4 **Anti strip agent**

a) Anti stripping agent, when used, shall be measured by the gallon.

b) Payment for anti stripping agent shall be made at the price per gallon of anti stripping agent bid in the bid proposal.

08/07

POLYMER MODIFIED SLURRY SEAL (MICRO-SURFACE)

I. SCOPE

This specification covers the design, application, testing, quality control and measurement and payment for a complete in place "polymer modified micro surface" constructed on existing paved surfaces cleaned and prepared in accordance with the item 2-C-1 "PREPARATION OF ASPHALTIC CONCRETE SURFACE FOR OVERLAY OR SEAL".

2. DESCRIPTION

This specification covers all materials, equipment, construction and application procedures for rut filling and/or surfacing of existing paved surfaces. The micro-surfacing shall be a mixture of cationic polymer modified asphalt emulsion, mineral aggregate, mineral filler, water and other additives, properly proportioned, mixed and spread on the paved surface in accordance with this guideline and as directed by the Engineer.

3. MATERIALS

3.1 Emulsified Asphalt

(1.) The emulsified asphalt shall be a cationic emulsified type, designated as CSS-1P and shall comply with the following requirements.

	Min.	Max.
Viscosity, Saybolt Furol, 25 C (77 F), Sec.	**20**	**100**
Storage Stability test, one day, percent	**-**	**1**
Particle charge test		**Positive**
Sieve test, percent	**-**	**0.1**
Distillation:		**-** **-**
Oil distillate, by volume of emulsion, %	**-**	**0.5**
Residue, %		**62** **-**
Test on Residue from Distillation:		
Penetration, 77 F, 100 g, 5 seconds	**55**	**90**
Ductility, 77 F, 5 cm/min, cm	**70**	**-**
Solubility in trichloroethylene , %	**97**	**-**
Softening Point, R. & B., F	**135**	**-**
Viscosity, absolute 60 C (140 F), Poise		**8000** **-**

This standard distillation procedure shall be modified as follows: The temperature on the lower thermometer shall be brought slowly to 350 degrees plus or minus 10 degrees F and maintained at this point for 20 minutes. Complete the total distillation in 60 plus or minus 5 minutes from the first application of heat.

(2). The emulsion shall be modified with an approved Polymer. The distillation residue of the modified emulsion shall contain a minimum of three percent (3%) polymer solids by weight. The modified emulsion shall pass all applicable storage and settlement tests. The polymer material shall be milled into the emulsion or blended into the asphalt cement prior to the emulsification process. The cement-mixing test shall be waived for this emulsion.

(3). The polymer modified emulsified asphalt shall be so formulated that when the paving mixture is applied with the relative humidity at not more than 50% and the ambient temperature at least 75^{o} F, the paving mixture will sufficiently cure so that uniformly moving traffic can be allowed in approximately one hour. Locations such as driveways, Intersections and where sharp turning may take place or where vehicles may accelerate sharply, additional curing time may be required.

(4). The contractor shall notify the Engineer of the source of his asphaltic material prior to the design or production of the surfacing mixture and this source shall not be changed during the course of the project, except on written permission by the Engineer.

3.2 Mineral Aggregate

(1) Description. One Hundred percent (100%) of the mineral aggregate shall be crushed and shall be composed of clean, tough and durable particles of traprock, granite, sandstone or other approved aggregates. A sand equivalent of 65 or higher is required. The aggregate shall have a weight loss of not more than 12% when sodium sulfate is used or 18% when magnesium sulfate is used in accordance with Test Method Tex-411-A, using 5 cycles. The aggregate shall be one that has proven resistant to polishing in roadway surfacing.

(2.) Grades. When tested by Test Method Tex-200-F, Part I, the gradation requirements shall be as follows:

Grade 1 (Fine Graded Surface Course)	Percent Aggregate By Weight
Passing 3/8" sieve	100
Passing No. 4 sieve	98-100
Passing No. 8 sieve	75 -90
Passing No. 16 sieve	50- 75
Passing No. 30 sieve	30- 50
Passing No. 50 sieve	18- 35
Passing No. 200 sieve	5 -15

Grade 2 (Coarse Graded Surface Course)	Percent Aggregate By Weight
Passing 1/2" sieve	100
Passing 3/8" sieve	99-100
Passing No.4 sieve	86- 94
Passing No. 8 sieve	45- 65
Passing No. 16 sieve	25- 46
Passing No. 30 sieve	15 - 35
Passing No. 50 sieve	10 - 25
Passing No. 200 sieve	5- 15

(3.) Mineral Filler. Mineral filler shall be non-air entrained Portland cement that is free of lumps or foreign matter.

3.3 Water

The water shall be portable and shall be free of harmful soluble salts.

3.4 Other Additives

Additives supplied by the emulsion manufacturer may be added to the emulsion mix or to any of the component materials to provide control of the set time in the field.

4. LABORATORY EVALUATION

4.l General

Before work commences, the contractor shall submit a signed mix design covering the specific materials to be used on the project. This design shall be performed by the contractors or suppliers laboratory or by a qualified laboratory chosen by the owner. Once the materials are approved, no substitution will be permitted, unless first tested and approved by the laboratory preparing the mix design. The cost of mix design shall be born by the contractor.

4.2 Designing Job Mix

The qualified laboratory shall develop the job mix design and present certified test results for the contractor approval. Compatibility of the aggregate and modified CSS-1P shall be verified by the mix design. The mix design must be made using samples taken from the actual materials proposed for use in the project and in accordance with the procedures and requirements of Article 5.1 below.

5. PAVING MIXTURE

5.1 Mixture Design.

The mix shall be designed in accordance with Texas State Highway Department Bulletin C-14 and Test Method Tex-204-F, using Test Method Tex-227-F to supplement Test Method Tex-201-F and Tex-202-F to conform to the requirements herein. The above laboratory mixing and curing procedures may be modified as approved by the Engineer. The emulsified asphalt content will be selected by the Engineer to provide an optimum laboratory compacted density within the range of 94 to 97%. A minimum Hveem stability of 35 is required for placements exceeding a depth of twice the maximum aggregate size.

This is a mix design requirement, to be verified by testing of trial batch material prior to placement of project material. Hveem Stability testing will be performed by the selected laboratory. The Engineer will determine the frequency of job control density and stability testing. The Contractor shall furnish the mix design for the type of mixture specified together with applicable design worksheets and data. The Bulk Specified Gravity will be determined for each aggregate to be used in the design mixture. If the determined values vary by 0.300 or more, the mixture design will be by the Volumetric Method, Test Method Tex-204-F, Part II. To substantiate the design, trial mixtures will be produced and tested using all of the proposed project materials and equipment prior to any placement. The Engineer may waive trial mixtures if the same design has been proven to be in conformance with these requirements.

5.2 Composition of Mixture.

The Engineer shall approve the design mix and all micro-surfacing materials and methods prior to use and shall designate the proportions to be used within the following limits.

Residual Asphalt	**6 to 9 percent by weight of dry aggregate or 13.5 to 23 percent by volume of the aggregate**
Mineral Filler	**0.5% to 3.0% by dry weight of aggregate**
Modifier	**As required to provide the specified properties**
Water	**As required to provide proper consistency**

5.3 Type

The paving mixture shall consist of a uniform mixture of coarse aggregate, fine aggregate and asphaltic material. The mix may also contain mineral filler and/or additives when required.

The mixture shall be designed so that the mineral aggregate will produce a gradation, which conforms to the limitations for the master grading for the type specified herein. The gradation will be determined in accordance with Test Method Tex-200-F (Dry Sieve Analysis) and shall be based upon aggregate only. The amount of asphaltic material shall conform to the limitation for the type specified.

The aggregate grade shall be as shown on the plans. If no grade is shown on the plan grade 2 aggregate shall be used.

5.4 Tolerances

The aggregate portion of the paving mixture produced shall not vary from the design gradation by more than the tolerances that follow. The material passing the No. 200 sieve is further restricted to conform to the limitations for the master grading for the type specified. The asphaltic material portion of the paving mixture shall not vary from the design amount by more than the allowed tolerance and is also restricted to conform to the master limits. The method of test for determining the aggregate gradation and asphalt content of the mixture shall be Test Method Tex-210-F or other methods of proven accuracy.

	Percent by Weight or Volume as Applicable
Passing 3/8" sieve, retained on No. 4 sieve	**Plus or minus 5**

Passing No. 4 sieve, retained on No. 8 sieve	**Plus or minus 5**
Total retained on No. 8 sieve	**Plus or minus 5**
Passing No. 8 sieve, retained on No. 16 sieve	**Plus or minus 3**
Passing No. 16 sieve, retained on No. 30 sieve	**Plus or minus 3**
Passing No. 30 sieve, retained on No. 50 sieve	**Plus or minus 3**
Passing No. 50 sieve, retained on No. 200 sieve	**Plus or minus 3**
Passing No. 200 sieve	**Plus or minus 2**

Asphaltic Material Plus or minus 0.5 by wt. or l.2 by vol.

6. EQUIPMENT

6.1 General.

All equipment for the handling of all materials and mixing and placing of the mixture shall be maintained in good repair and operating condition and subject to the approval of the Engineer. Any equipment found to be defective and potentially affecting the quality of the paving mixture will be replaced or, at the option of the Contractor, satisfactorily repaired. It will be the contractor responsibility to prove to the Engineer that the repaired equipment is properly functional.

6.2 Mixing and Proportioning Equipment.

(1.) The material shall be mixed by a self-propelled micro-surfacing mixing machine which shall be a continuous flow mixing unit able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler, field control additive and water to a revolving multi-blade twin shafted mixer and discharge the mixed product on a continuous flow basis. The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler, field control additive and water to maintain an adequate supply to the proportioning controls. The machine shall be equipped with self-loading devices, which provide for the loading of all materials while continuing to lay micro surfacing.

The machine shall be equipped with opposite side driving stations to optimize longitudinal alignment. The machine shall be equipped to allow the mix operator to have full hydrostatic control of the forward and reverse speed during application of the micro-surfacing material.

The self-loading devices, opposite side driving stations and forward and reverse speed controls shall be original equipment manufacturer design.

(2). Individual volume or weight controls for proportioning each material to be added to the mix shall be provided. Each material control device shall be calibrated and properly marked.

(3) The aggregate feed to the mixer shall be equipped with a revolution counter or similar device so the amount of aggregate used may be determined at any time.

(4) The emulsion pump shall be a positive displacement type and shall be equipped with a revolution counter or similar device so that the amount of emulsion used may be determined at any time.

(5.) The mixing machine shall be equipped with a water pressure system and nozzle type spray bar to provide a water spray immediately ahead of and outside the spreader box.

(6.) The mixing machine shall be equipped with an approved fines feeder that shall provide a uniform, positive, accurately metered, predetermined amount of the specified mineral filler.

6.3 Spreading Equipment.

The paving mixture shall be spread uniformly by means of a mechanical type spreader box attached to the mixer, equipped with paddles, screws or augers to agitate and spread the materials throughout the box. A front seal shall be provided to insure no loss of the mixture at the road contact surface. The rear seal shall act as a final strike off and shall be adjustable and shall break in the middle so that the screed can be adjusted to fit the crown of the street including inverted crowns. The rear seal carrier shall be capable of being fitted with a rubber seal or a steel strike off bar.

The spreading equipment shall be readily adjustable in width so that laying widths can be changed without undue delay before starting each pass if necessary.

The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. The seam where two spreads join, shall be neat appearing and uniform.

7. STOCKPILING AND STORAGE.

7.1 Aggregate Storage.

If the mineral aggregates are stored or stockpiled, they shall be handled in such a manner as to prevent segregation, mixing of the various materials or sizes, and contamination with foreign materials. The grading of aggregates proposed for use and as supplied to the mixing plant shall be uniform. Suitable equipment of acceptable size shall be furnished by the Contractor to work the stockpiles and prevent segregation of the aggregates. The mineral aggregate shall be screened and weighed at the contractor stockpile prior to job site delivery. The Engineer shall approve screens and scales.

7.2 Storage and Heating of Asphaltic Materials.

The asphaltic material storage shall be ample to meet the requirements of the plant. Asphalt shall not be heated to a temperature in excess of that specified
in the Item "Asphalt's, Oils and Emulsions" Texas Highway Department 1982 Standard Specifications. All equipment used in the storage and handling of asphaltic material shall be kept in a clean condition at all times and shall be operated in such manner that there will be no contamination with foreign matter.

8. CONSTRUCTION METHODS

8.1 General

It shall be the responsibility of the Contractor to produce, transport, and place the specified paving mixture in accordance with these specifications and as approved by the Engineer.

8.2 Street Preparation

Prior to starting the micro-surfacing operation, streets designated to be surfaced shall be prepared in accordance with item 2-C-1 "Preparation of Asphaltic Concrete Surface for Overlay or Seal".

8.3 Weather Limitations.

The material shall be spread only when the atmospheric temperature is at least fifty (50 degrees) F and rising and the weather is not foggy or rainy. No material will be placed when the surface on which it is to be placed is below 50^{o} F.

8.4 Final Surface Preparation

Immediately before placing the micro-surface, the area to be sealed shall be thoroughly cleaned of all vegetation, loose aggregate and soil, and moistened. Water for prewetting the surface shall be applied immediately ahead of the spreader box by use of a pressure spray bar equipped with nozzles that produce a fine mist. The rate of application of water shall be sufficient to dampen the entire surface without any free flowing water ahead of the spreader box. The rate of the mist spray shall be adjusted from time to time during the placing operation to accommodate changes in temperature, surface texture, humidity and dryness of the pavement surface.

8.5 Placing the Mix

(1). The mixture shall be spread to fill cracks and minor surface irregularities and leave a uniform skid resistant application of aggregate and asphalt on the surface. The finished surface shall be neat in appearance without drag marks, excessive buildup or other detracting irregularities.

(2). The speed of operation of the surfacing equipment shall be controlled by the mixer operator at forward speeds between 85 and 225 feet per minute depending on conditions and appearance of the newly placed surface.

If transverse rippling occurs the speed of the equipment shall be reduced until the ripples disappear.

(3). The Engineer shall designate either rubber seal/screed or the steel strike off screed according to the Project requirements.

(4). The depth of mixture in the spreader box shall be carefully controlled to prevent transverse ridging and premature setup of material in the corners of the box and ahead of the screed. In general the depth of mixture in the box should be approximately to the mid point of the auger-agitator.

(5). Auxiliary equipment shall be kept in good working order and free of leaks. Any truck or transport used to bring materials on to the street being surfaced that develops leaks either of the material being transported or fuel and/or oil leaks will be removed from the job site and not allowed to return until it has been thoroughly repaired.

Scales and screens used at the contractors stockpile and storage site shall be kept in good working order.

(6). Spills of surfacing materials or fuel, oil or other detrimental substances on the street ahead of the surfacing operation shall be thoroughly removed before the surface is placed. This may required the operation to be shut down until the street has been cleaned.

(7). No excessive streaks shall be left in the finished surface. When such excessive streaking occurs, the operation shall be immediately stopped and corrective action is taken before resuming the operation.

8.6 Joints

(1). Longitudinal joints shall be placed on lane lines. On residential streets an eight-foot parking lane will be assumed with the centerline being the other lane line.

(2). All longitudinal and transverse joints shall be straight and neat in appearance without excessive build up or bare spots. Any irregularity shall be corrected immediately before the material has started to set up.

(3). The overlap at longitudinal joints shall not exceed 4 inches. When the overlapped pass is only partially set care shall be exercised to avoid skid marks. Any skid marks that occur shall be immediately corrected by removing any partially set material that has been displaced and placing fresh mix in the mark and shaping by use of Lutes, squeegees, hand drags, etc.

Overlapping of longitudinal joints shall not leave a visible build up. Any buildup shall be immediately removed by use of lutes, squeegees, hand drags, shovels or other approved means.

8.7 Mix Stability

The modified mixture shall posses sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading; it shall be free of excess water or emulsion and free of segregation of the emulsion and aggregate fines from the coarser aggregate.

8.8 Hand Work

Areas that cannot be reached with the mixing machine shall be surfaced using hand squeegees to provide complete and uniform coverage. The area to be hand-worked shall be lightly dampened prior to mix placement. Care shall be exercised to leave no unsightly appearance from handwork. The same type finish as applied by the spreader box shall be required. Handwork shall be completed during the machine applying process.

8.9 Lines

Care shall be taken to insure straight lines along curbs and shoulders. No runoff on these areas will be permitted. Lines at intersections will be kept straight to provide a good appearance.

8.10 Work Force

The contractor shall maintain a work force of adequate size to accomplish the work as specified herein, including the loading and transporting of materials to the job site, the placing of the micro surface, the monitoring of joints and surface and the correction of any deficiencies that occur.

If, at any time, the Engineer or his representative determines that the work force is not adequate to perform all the tasks required for the proper completion of the micro surfacing, work on the project will be halted until adequate personnel are provided and/or modifications in procedure are implemented that will assure proper placement of the surfacing material.

8.11 Scratch or Level up course

A scratch or level up course will be required on certain streets as shown on the plans and/or as directed by the Engineer. This course shall be the same material as the polymer modified surface course and will be placed in the same manner except the spreader shall be equipped with a steel strike off screed. This screed shall be set to run as close to the pavement surface as practical.

The appearance of this course is not as critical as the final surface so long as any marks or blemishes that occur are not of such magnitude that they will affect the appearance of the final course.

8.12 Correction of Deficiencies and Blemishes

After the laydown work is completed and before final acceptance by the

Engineer, spot application of micro- surfacing material may be required to correct any deficiencies such as streaks, scuff marks, tire tracks, gaps, etc. to improve the ride quality and overall appearance. The spot application shall be performed with a full width spreader box when required.

9. QUALITY CONTROL

9.1 Materials

The contractor will permit the Engineer and/or the Independent laboratory to take samples of the aggregate and asphalt emulsion used in the project at the Engineers discretion. Gradation and sand equivalent tests may be run on the aggregate and residual asphalt content tests on the emulsion. Test results will be compared to specifications. Tests will be run at the expense of the owner. The owner must notify the contractor immediately if any test fails to meet the specifications.

9.2 Polymer Modified Micro-Surfacing

Samples of the material may be taken directly from the mixing unit(s). Consistency and residual asphalt content tests may be made on the samples and compared to the specifications. Tests will be run at the expense of the owner. The owner must notify the contractor immediately if any test fails to meet specifications.
The Engineer may use the recorders and measuring facilities of the unit to determine application rates, asphalt emulsion content, mineral filler and additive.

9.3 Non-Compliance

If any two successive tests fail on the stockpile material, the job shall be stopped. It is the responsibility of the contractor, at his own expense, to prove to the Engineer that the conditions have been corrected. If any two successive tests on the mix from the same machine fail, the use of the machine shall be suspended. It will be the responsibility of the contractor, at his own expense, to prove to the Engineer that the problems have been corrected and that the
machine is working properly.

10. CLEAN UP

10.1 Protecting and Cleaning Manholes and Valves

Prior to beginning the sealing operation the contractor shall locate all manhole covers and valve boxes in the area to be sealed. Placing one or

more layers of heavy craft paper or other suitable material over them shall protect manhole covers and valve boxes. The protective covering shall be secured in place so that it does not move or tear during the sealing operation. The contractor shall remove the protective covering and any seal material placed over manhole covers and valve boxes as soon as the seal has set sufficiently to prevent damage to the adjoining seal in the process. The edges around manhole covers and valve boxes shall be neat and smooth and shall conform to the shape and size of the manhole cover or valve box.

10.2 Streets

Clean up along streets shall be accomplished as the work progresses and any excess material that is raked onto or otherwise placed on adjoining concrete curb and gutter, valley gutters or fillet areas or on adjacent asphalt or concrete paving shall be removed before it breaks or sets up.

Before a section of street is opened to traffic all clean up work shall be completed on that section.

11. MEASUREMENT AND PAYMENT

11.1 General

Payment will be made for these items listed in the bid proposal only. All work, materials, labor and appurtenance required to complete the project as shown on the plans or called for in the specifications but not listed in the bid proposal shall be considered as incidental and no separate payment will be made. The cost of these incidentals must be included in the price bid for the various items listed in the bid proposal.

11.2 Measurements

(1). Measurement will be made of the actual number of tons of each type or grade of the Composite Polymer Modified Slurry Seal (Micro-Surface) complete in place. For this specification a ton is considered 2000 lbs. and the composite slurry seal mixture is defined as the asphalt,
aggregate and additives.

All materials shall be weighed on certified public scales or the contractor shall place a set of standard truck scales at a site approved by the Engineer. Scales shall conform to the requirements of the item "Weighing and measuring equipment" Texas Highway Department 1982 Standard Specifications.

(2). Aggregate - The quantity of aggregate used in the accepted portions of the work shall be measured by net ticket weight of each individual load of
aggregate shipped to the project from the approved job site scale.

The weight of mineral additive used shall be calculated and included in the total aggregate weight.

(3). Polymer Modified Asphalt Emulsion. The quantity of polymer modified asphalt emulsion in the accepted portion of the work shall be measured by tons of material based on the accepted load tickets issued from the manufacturer. At the completion of the project any unused emulsion shall be weighed back and that quantity deducted from the accepted asphalt emulsion quantity delivered.

11.3 Payment

Payment will be made for the number of tons of micro surface measured at the applicable unit price bid per ton of micro surface in the bid proposal. This payment shall be full and complete compensation for the complete in place micro surface.

08/07

P.V.C. PIPE CASINGS

1. SCOPE

   This item consists of furnishing and installing PVC pipe for casing for future water and electric lines at locations shown on the plans or as directed by the Engineer.

2. MATERIAL

   Pipe shall be ASTM D 1785 schedule 40 PVC pipe or ASTM D 2241 PVC SDR 32.5 pressure pipe. The ASTM designation and schedule or SDR shall be clearly marked on the outside of the pipe.

3. CONSTRUCTION

   Pipe shall be laid in straight alignment and grade in trenches as narrow as the diameter of the pipe can be laid. Pipe shall be placed after the sub grade is prepared but before base material is placed. Bedding under the pipe shall be a minimum of 2 inches in thickness and shall be carefully graded and leveled before pipe is placed. Joints shall be water tight. They may be solvent cement welded using approved materials, or may be made using a gasketed collars or push on gasketed bell and spigot. When collars are used care shall be exercised to assure that the collar is centered over the joint. All joints shall be made in accord with the manufacturer's recommendations. After pipe has been joined and inspected the pipe shall be encased in bedding/encasement material to a thickness of 3 inches above the pipe. Care shall be exercised to be sure the encasement material is worked in under the haunches of the pipe and compacted along the side of the pipe to assure adequate lateral support. The balance of the trench shall be back filled using cement stabilized backfill consisting of 2 sacks of Portland cement to 1 cubic yard of blow sand or crushed caliche mixed with sufficient water to form a stiff place able mixture that can be consolidated in the trench by rodding or vibrating. The back fill shall be "struck off" at the finished sub grade level using square point shovels or suitable screeds. The ends of the pipe shall be tightly plugged to prevent the entrance of water debris or other foreign material. These plugs shall be PVC or rubber stoppers designed to endure until the water lines and/ or electric lines are places.

4. MEASUREMENT AND PAYMENT

   Casing pipe shall be measured by the linear foot along the center of the pipe and shall be paid for at the unit price in the bid proposal.

WATER LINE SPECIFICATIONS

1. SCOPE OF WORK

The work covered by this section consists of all water pipe lines and piping, including valves, valve boxes, tapping sleeves, fire hydrants and other accessories, required to complete the project. The contractor shall furnish all materials, labor, superintendence, tools, equipment and incidentals necessary for the complete construction of this work in accordance with the drawings and these specifications.

2. PIPE AND MATERIAL

2.1 General

Pipe shall be polyvinyl chloride (PVC) AWWA C900, ductile iron AWWA C-151 or steel cylinder concrete pipe AWWA C-303.

2.2 Polyvinyl Chloride (PVC) Pipe

A. PVC pipe furnished for use on this project shall conform to the requirements of AWWA C900 Polyvinyl Chloride (PVC) Pressure Pipe, 4 in. through 12 in., for water distribution pressure class 150, DR18. and shall be NSF approved for potable water supply.

B. The pipe furnished shall have an integral bell designed for joint assembly using elastomeric seals.

C. Markings for the pipe shall include all the requirements of AWWA C900 and the MSF approval stamp.

D. Elastomeric seals shall be furnished by the pipe manufacturer. Seals shall be manufactured to conform with the requirements of ASTM F4 77 and shall be specifically designed for use with the pipe furnished.

E. Lubricants intended for use with PVC pipe and seals (gaskets) shall be compatible with both PVC and the seal material. Lubricant shall not support growth of bacteria and shall not adversely affect the potable quality of the water that is to be transported.

F. Pipe laying lengths shall be 20'.

G. Service taps on PVC water lines shall be made using hinged type or double strap type saddles. Tapping saddles shall support the full circumference of the pipe and shall have a bearing area of sufficient width along the axis of the pipe to prevent distortion of the pipe when saddle is tightened.

No direct taps into the wall of PVC pipe will be permitted.

Seals for tapping saddles shall be recessed into the body of the saddle and shall be

a rubber - compound conforming to the requirements of ASTM F477.

Tapping saddles shall be SMITH-BLAIR Taper Seal Style 313 or DMD Dresser style 194 or approved equal.

H. Tapped connections for water mains and fire lines made on PVC water mains shall be accomplished using full bodied ductile iron tapping sleeves of a pressure rating equal to or greater than the pressure rating of the pipe specified.

I. Bedding for AWWA C900 PVC water pipe shall extend from a minimum depth of 4 inches below the outside of the water line to a minimum cover of 6 inches over the top outside of the water line.

J. AWWA C900 PVC water pipe shall be installed in accord with the applicable requirements for installing ductile iron pipe.

Care shall be taken to install each joint of PVC water pipe to, but not beyond the factory insertion mark on the pipe.

When a joint of PVC water pipe must be cut, the end of the pipe shall be carefully beveled to match the factory bevel on the uncut pipe. An insertion mark matching the factory insertion mark on the uncut pipe must be made before the pipe is inserted into the bell.

When PVC water pipe is to be inserted into a ductile iron fitting or valve, the factory bevel must be removed to form a square plain end pipe.

2.2 (a) Metallic Marking Tape (For PVC Water Pipe)

2.2(a).1 General

When non-metallic pipelines are to be installed, then the Contractor shall furnish and lay, above the pipeline, a continuous strip of metallic identification tape.

2.2 (a).2 Tape Material

The metallic identification tape shall be at least two inches (2”) in width and shall be of corrosive resistant metal of sufficient thickness to be stable and reflect electronic signals to electronic pipeline detector when buried to a dept of twenty-four (24”) below normal ground level.

The metallic tape shall be painted blue on one side and shall have 1-inch high letters painted continuously on the same side of the tape which read, “CAUTION: BURIED WATER LINE BELOW” or other words to this effect.

The marking tape shall be “Detectable Warning Tape”, as manufactured by the Omega Marking Company, or equal approved by the Engineer.

2.2(a).3 Construction Methods

The Contractor shall backfill over non-metallic pipelines to a depth which is less than twenty-four (24”) and not more than twelve inches (12) from the top of the cut of the ditch section in which the pipeline is laid. Contractor shall stop the backfilling material to a generally uniform level. All machine tamping, jetting and other compaction activities shall be accomplished up to this point of height in the backfilling the marking tape is placed in the trench.

The Contractor shall then lay the marking tape in the pipe trench and shall be held in position by the spot placement of backfill materials over it to keep it from sliding t the sides and/or from being blown about in the ditch by the wind. The tape shall be lid with the painted side, which shall also be the side with the identification lettering on it, in the “up” position. The tape shall be laid in the flat position and kept there until backfill is accomplished.

The Contractor shall then complete the backfilling operation in such a manner that the marking tape is not cut, crimped, ruptured or separated by the backfilling work.

2.2(a).4 Measurement and Payment

No separate pay item will be provided for furnish and placing the marking tape. This item shall be considered subsidiary to the non-metallic pipe being placed.

2.3 Ductile Iron Pipe

A. All ductile iron pipe used in the construction of water works improvements shall be Cement Lined and shall be manufactured in accordance with and shall meet the requirements of AWWA Specification C-l5l.

B. Pipe shall be cast in lengths of not less than l2 feet and shall be designed for a working pressure of l50 pounds per square inch. Thickness of ductile iron pipe shall be as shown on the plans and bid proposal or shall be computed in accordance with AWWA Specification C-l50, based on l50 pounds per square inch working pressure for 10 feet of cover and laying condition 2.

C. All ductile iron pipe shall have an exterior, bituminous coating and an inside cement-mortar lining in accordance with the requirements of AWWA Specification C-l04.

2.4 Polyethylene Plastic Tubing

Service lines shall be constructed with polyethylene plastic tubing as specified in ASTM D 2737 with a rating of l60 psi.

2.5 Ductile Iron Pipe Fittings

All fittings for ductile iron pipe and PVC pipe shall be ductile iron and shall be mechanical joint all connections except tees for fire hydrant leads unless shown otherwise on the plans. Tees for connecting fire hydrant leads shall be MJ- with a flange outlet.

All ductile iron fittings shall conform to AWWA Specification C-110, designed for a working pressure of 250 psi. All ductile iron fittings shall have an external coating and shall be cement lined in accordance with the specifications for coating and lining the pipe.

2.6 Pretensioned Concrete Cylinder Pipe

A. The contractor shall furnish and install all concrete cylinder pipe and fittings, including connections and appurtenances complete as shown on the plans and specified herein.

B. The contractor shall submit six (6) sets of full and complete shop drawings on the concrete cylinder pipe and fittings. All of the drawings and data shall be complete and shall include a complete description of the pipe offered, including cuts, tabulated layout and all pertinent engineering data required for a complete evaluation of the submittal. Submittal data shall be in such form and so presented that the Engineer may readily review the data.

C. Prior to delivery of the pipe to the project site, the manufacturer shall furnish an affidavit certifying that all pipe, fittings, and specials, and other products and materials furnished, comply with the applicable provisions of this specification.

D. The pipe manufacturer shall furnish a factory trained, job experienced field representative who shall visit the project periodically during the course of installation. He shall also be subject to call by the contractor and/or engineer to advise and assist with the solution of field problems.

During visits, the representative shall observe all phases of the project including location and condition of pipe strung ahead of the contractor, trench width, if applicable, bedding and backfill, assembly of pipe joints and protection of steel. If, in the opinion of the representative any phase of the installation is unsatisfactory, he shall so advise the contractor's superintendent and also advise the owner or engineer's representative on the job site.

E. All closure sections shall be the jack on type and "field welding" will not be permitted without the written permission of the engineer.

F. Pipe manufacturer will install all necessary taps for the contractor to disinfect and field hydrostatic test the pipe.

G. Pretensioned concrete cylinder pipe, fittings and specials shall be designed, fabricated and tested in accordance with the latest requirements of AWWA C-303, "Reinforced Concrete Pressure Pipe Steel Cylinder Type, Pretensioned, for Water and Other Liquids" with additional requirements or modifications as described herein.

H. Pretensioned concrete cylinder pressure pipe shall be designed for l50 psi, working pressure and manufactured in 32 foot nominal lengths in accordance with the provisions of AWWA Standard C-303.

I. Inspection and Testing

(1) The owner reserves the option to have an independent testing laboratory, at the owner's expense, inspect pipe and fittings at the pipe manufacturer's plant to ensure compliance with the applicable specifications. The owner's testing laboratory and Engineer shall have free access to those parts of the manufacturer's plant that are necessary to ensure compliance with the governing standard. The pipe manufacturer shall notify the owner, in writing, at least two weeks ahead of pipe fabrication as to start of fabrication and fabricating schedule so that the owner can advise the manufacturer as to owners' decision regarding tests to be performed by an independent testing laboratory. In event the owner elects to retain an independent testing laboratory to make material tests and weld test, it is the intent that the tests be limited to one spot testing of each category unless the tests do not show compliance with the standard. If these tests do not show compliance, the owner reserves the right to have the laboratory make additional tests and observations to ensure compliance of the finished product with the standard.

(2) In any event, the manufacturer shall perform the tests described in AWWA C 303, and furnish the owner with a copy of the test reports, if requested, at the expense of the pipe manufacturer. The pipe manufacturer shall furnish the owner with affidavit of compliance as outlined in the standard.

(3) All welds for water tightness in special pipe and fittings that have not been hydrostatically tested may be examined by use of visible dye penetrant system meeting requirement of ASTM El65; however, collar reinforcement and all other lap welds shall be tested by introducing air under l0 psi pressure between the collar and cylinder and checking for leaks around and through the welds with soap solution.

The area to receive the dye penetrant shall be cleaned free from contaminants that might interfere with the penetrant process. The temperature of the steel in the weld area shall be between 60 and l25 degrees F. when the penetrant is applied. Dwell time of six hours shall be allowed after application of the penetrant and developer before interpreting the results.

Defects that are found shall be repaired and the test repeated until all defects

are eliminated. Colored penetrant shall be removed before fittings are lined.

2.7 Casing Pipe

Casing pipe to be installed in bore or open cut may be limited service pipe, corrugated galvanized steel pipe or new straight seam or spiral welded steel pipe. Casing pipe shall be furnished in thickness or gage as shown on the plans.

Limited service pipe proposed for use on this project must be approved a minimum of four (4) working days prior to the time of opening bids and shall be in good condition and shall meet the same service requirements as the corrugated galvanized steel or welded steel pipe.

Welded steel casing pipe shall be coated inside and out using a coal tar epoxy or shall be bituminous coated in side and out by the hot dip method.

2.8 Bedding Materials

A. All water pipelines placed on this project shall be bedded with crushed stone bedding materials to the minimum as shown on the plans and in the Detail Drawings.

B. Granular material furnished for foundation, bedding, encasement, backfill, or other purposes as may be specified, shall consist of any natural or synthetic mineral aggregate such as, crushed gravel, crushed rock, crushed stone, or slag, and shall conform to the following specifications and/or gradation.

Note, all materials used for these purposes shall be crushed and shall have at least two broken faces. Pea gravel will NOT be allowed.

	Foundation	Bedding	Encasement	Backfill
ASTM c33 Grade #57	X			
ASTM C33 Grade #67	X			
ASTM C33 Grade #8		X	X	
THD 1982 ITEM 302 Type "D" Grade #4		X	X	
THD 1982 Item 302 Type "D" Grade #5			X	
Crusher Fines**			*X	X

* 100 percent of crusher fines that are to be used within 12 inches of the top of pipe must pass the 3/4" sieve.

** Approximate Gradation for Crusher Fines

Sieve Size	% Passing
2 inch	100
#4	35 - 100
#10	20 - 100
#40	5 - 35
#200	4 - 10

Crushed stone material proposed as an alternate for use on this project and not meeting the above specifications must be approved in writing at least 48 hours prior to the time scheduled for opening bids.

C. Granular materials provided for Foundation, Bedding, Encasement, or backfill use as required by the contract, either as part of the pipe item work unit or as a separate contract item, shall be classified as to use in accordance with the following:

MATERIAL USE DESIGNATION	ZONE DESIGNATION
Granular Foundation	Placed below the bottom of pipe grade as replacement for unsuitable or unstable soils, to achieve better foundation support.
Granular Bedding	Placed below the midpoint of the pipe prior to pipe installation, to facilitate proper shaping and achieve uniform pipe support. Also for Class B Bedding where specified.
Granular Encasement	Placed below an elevation one half (6") foot above the top of pipe, after pipe installation, for protection of the pipe and to assure proper filling of voids and thorough consolidation of backfill.
Granular Backfill	Placed below the surface base course, if any, as the second stage of backfill, to minimize trench settlement and provide support for surface improvements.

In each case above, unless otherwise indicated, the lower limits of any particular zone shall be the top surface of the next lower course as constructed. The upper limits of each zone are established to define variable needs for material gradation and compaction or void content, taking into consideration the sequence of construction and other conditions. The material use and zone designations described above shall only serve to fulfill the objectives and shall not be construed to restrict the use of any particular material in other zones where the gradation requirements are met.

3. **VALVES AND VALVE BOXES**

3.1 General

A. Valves 4" through l2" shall be resilient seated gate valves with non-rising stems and shall open by turning to the left (counter clock wise).

B. Valves l4" and larger shall be resilient seated butterfly valves and have operators suitable for direct burial and shall open by turning to the left (counter clock wise).

All valves except valves for use in fire hydrant leads shall have mechanical joint ends unless shown otherwise on the plans. Valves for use in fire hydrant leads shall be flange by mechanical joint.

C. All valves and fire hydrants shall be spray coated with a two component thermal setting epoxy to cover all interior wetted ferrous surfaces. Finished coating shall have a minimum thickness of 4 mils. The coating shall conform to the coating section of these specifications.

D. All valves for buried service shall be equipped with 2" square AWWA operating nuts.

3.2 Gate Valves

A. Gate valves shall be iron body, resilient **wedge gate** and shall be in compliance with AWWA Standard C-509-80 or latest revision thereof and shall have the following design features:

B. All valves shall have a working pressure of 200 psi and shall be bottle tight tested at this pressure from both directions. The gate body shall also be hydrostatically tested at 400 psi. Zero leakage will be required in all tests. The body, bonnet, and stuffing box shall be flange together with ASTM A-307 Grade B bolts and nuts to insure repairability.

C. Stems shall be machined from modified manganese bronze rod with an integral forged thrust collar machined to size.

D. Stem seals shall be dual "O" ring type.

E. Valve discs shall be rubber encapsulated or have disc seat rings molded of natural rubber, internally steel reinforced retained to the disc by self-locking type 304 stainless steel screws. Valve gates shall seat against a machined epoxy coated mating surface in the body of the valve.

F. All internal ferrous metal surfaces (machined or cast) shall be factory spray coated with a two component thermosetting epoxy to a nominal thickness of 4 mils and the exterior shall be coated with asphalt varnish as specified for coating of the pipe. (See Sec. 3.4 of these specifications for epoxy coating).

G. Valves shall be Mueller A-**2360** or Dresser-M&H **4067** or approved equal. Any alternate (approved equal) to these specifications **shall have completely interchangeable parts with either of the specified valves.**

3.3 Butterfly Valves

A. General - All butterfly valves shall be of the rubber seated tight-closing type. They shall meet or exceed AWWA Standard C-504, Class l50B. Both valve ends shall be mechanical-joint per AWWA Standard C-lll. Accessories (bolts, glands, and gaskets) shall be supplied by the valve manufacturer.

B. All valves must use full AWWA C-504 Class l50 B valve shaft diameter, and full Class l50 B underground service operator torque rating throughout entire travel, to provide capability for operation in emergency service.

C. Valve body shall be high strength cast iron ASTM A 126 Class B with l8-8 type 304 stainless steel body seat. Valve vane shall be high strength cast iron ASTM A 48 Class 40 or ASTM A 536, Grade 65-45-l2 ductile iron having rubber seat mechanically secured with an integral l8-8 stainless steel clamp ring and l8-8 stainless steel self locking screws.

D. Rubber seat shall be a full circle 360^{o} seat not penetrated by the valve shaft. Valve shall have permanently set two way thrust bearing. Packing shall be designed for permanent duty in underground service.

E. Valve operator shall be of the traveling nut type, sealed, gasketed and lubricated for underground service. It shall be capable of withstanding an overload input torque of 450 ft. lbs. at full open or closed position without damage to the valve or valve operator. It shall be designed to resist submergence in water to 25 ft. head pressure. Number of turns to operate valve shall be as listed below in order to closely resemble conventional distribution valve practices and to minimize water hammer:

Pipe and Valve Size	Turns to close	Pipe and Valve Size	Turns to Close
4" - 6"	16-1/2	14" - 16"	48"
8"	24	18" - 20"	72
10" - 12"	36	24"	90

F. Valves shall be capable of easy closure by one man using standard valve key, even under emergency line-break conditions as severe as those that would - cause a valve maximum opening torque requirement of as much as two times AWWA Class l50 B.

G. All valves shall be tested bottle-tight at rated working pressure by the manufacturer as follows:

l4" up. . . . . l50 psi

In addition a hydrostatic test with vane partially open shall be given to the assembled valve as follow:

l4" up. . . . . 300 psi

H. Valve shafts shall be l8-8 type 304 stainless steel. Shaft bearings shall be of the self lubricating sleeve type.

I. Valve discs or vanes for valves 30" and larger shall be the flow through (bridge or truss) type.

J. Butterfly valves shall be Dresser-M&H Model "450", "4500" or "l450" or Mueller line seal III or approved equal. Alternates (approved equal) to these specifications must be approved in writing 48 hours prior to time bids are received.

3.4 Coating

A. The coating shall be a two part thermosetting epoxy protective coating and shall function as a physical, chemical and electrical barrier between the base metal to which it is applied and the surroundings.

B. The coating shall be non-toxic and shall not impart taste to water. The coating must be formulated from materials deemed acceptable per the FOOD AND DRUG ADMINISTRATION DOCUMENT TITLE 2l of the FEDERAL REGULATIONS ON FOOD ADDITIVES SECTION l2l.25l4 entitled, RESINS AND POLYMERIC COATINGS.

C. The coating shall have a satin finish and shall be suitable for field over coating and touchup with same coating material without sanding or special surface preparation, or application of heat in excess of room temperature.

D. The coating shall have a successful record of performance in valves, pipe or other allied equipment for a minimum of two years.

E. The coating adhesion to the substrate shall exceed cohesion of the coating film as demonstrated by the following test:

(1) Prepare test panel and apply coating per manufacturer's recommendation.

(2) After sample has properly cured per manufacturer's recommendation, scribe an "X" using a sharp knife or scalpel through the coating to the metal substrate.

(3) Then with the point of the knife at the juncture of two scribes, attempt to lift off coating. Coating should not lift off substrate or between coats readily, but should break up leaving coating material on the substrate of this damaged area.

(4) No disbandment of the film shall be noted as tested above after immersion in tap water for l500 hours at l00`F.

F. A falling sand abrasion test using ASTM D968 shall produce an abrasion coefficient of 25-30 liters/mil. As an alternative, a Taber Abrader Test should find 3.5 - 3.7 milligrams coating loss per l00 cycles when using a CSF l0 Wheel (l000 gram weight).

3.5 Valve Boxes

All valves to be used in buried service shall be enclosed in cast iron valve boxes. Care shall be taken to place and maintain the 2" square operating nut in the center of the valve box. The valve box shall be two piece cast iron suitable for use with PVC pipe box risers. The 6 inch diameter cover shall be marked " Water". The PVC riser pipe shall be furnished in lengths as required (minimum pipe cover 42") PVC pipe for valve box riser may be ASTM C-900, ASTM D1785 schedule 40, ASTM D2241 pressure class 125 or ASTM D3034 DR 35. Valve boxes shall have a concrete ring 8" thick and having a radius equal to the radius of the valve box plus one foot (1') cast around them. Valve boxes placed in unpaved areas shall be set level with or slightly higher than the finished ground elevation. Valve boxes set in paved areas shall match the finished pavement surface.

3.6 Fire Hydrants

A. Fire hydrants shall conform to the requirements of AWWA C 502 dry barrel type. The fire hydrants shall be designed for a depth of bury of 4.5 feet, however the depth of bury may vary according to field conditions and extensions or shorter bury depth may be required.

B. The hydrants shall have a 5-l/4 inch valve opening, two 2-l/2 inch hose nozzles and one 4-l/2 inch pumper nozzle.

C. Hose threads shall be National Standard threads.

D. The hydrants shall be sized for 6-inch mains and shall have an inlet connection compatible with the type pipe used. All gaskets, nuts, bolts and other jointing materials shall be considered part of the fire hydrant installation.

E. Operating nut shall be standard l-l/2 inch pentagon opening counter-clockwise. The hydrant shall close with the pressure.

F. Hydrants shall be painted Federal Safety Yellow.

G. Fire hydrants shall have all interior wetted ferrous surfaces epoxy coated as required in the general and coating section of this item.

H. The hydrants shall have a minimum of two (2) drain holes located on opposite sides of the hydrant. The entire drainage channel must be made of non-corrosive material and sealed by acceptable resilient material (metal and/or leather seals are not acceptable).

I. The hydrants shall have a breakable safety flange and breakable stem coupling which breaks cleanly upon impact.

J. The hydrants shall be AWWA improved type hydrants and shall have self-oiling reservoirs.

K. Fire hydrants shall be the Mueller Centurion, the Dresser -M & H 929 Reliant, or The American Darling.

4. EXCAVATION, TRENCHING BEDDING AND BACKFILLING

4.l Trenching

A. The trench shall be excavated to the lines and grades as established by the engineer and as shown on the plans. The depth of cover for all main lines on which the grades and elevations are not shown on the plans, shall in general be Forty-two (42) inches. The amount of cover may vary over or under 42 inches as directed by the engineer but in no case will the amount of cover be less than thirty-six (36) inches. Depth of cover for service lines shall be as shown on the detail drawings.

B. Water lines constructed in proposed streets and service drives shall have the depth of cover measured from the finished grade. The contractor is hereby cautioned that proposed street finished grades are sometimes cut below the existing ground elevation.

C. The minimum width of the trench shall be the outside diameter of the pipe plus twelve (l2) inches for pipe diameter through l8", the outside diameter of the pipe plus eighteen (l8) inches for pipe diameters over l8". The trenching equipment shall be maintained on a sufficiently level road bed to provide substantially vertical trench walls. The maximum horizontal offset of the trench wall from bottom of trench to the top of the trench (under-cutting) shall be four (4) inches.

D. The trench shall be over excavated to an even grade to the depth of required bedding so that the bottom of the pipe will rest on a uniform thickness of bedding material on the bottom of trench throughout the entire length of the pipe. In order to obtain a true even grade, the bedding material shall be fine graded by hand. On lines that are to be laid to established grades batter boards shall be set at fifty foot intervals and the trench graded to the established grade.

E. Any part of the trench excavated below grade shall be corrected by filling with bedding material. The bedding material shall be thoroughly compacted.

E. If large rock, rock fragments or other unyielding materials are encountered in the bottom of the trench they shall be removed to a depth of six inches below grade, and the void filled with thoroughly compacted approved bedding material.

G. Bell holes of ample dimensions shall be dug at each joint to permit the jointing of pipe to be made properly and of sufficient depth to prevent the bell of the pipe from resting on undisturbed materials.

H. Wherever necessary to prevent caving, the trench shall be adequately braced and sheeted. Trench safety shall be in accordance with item l4 "Shoring and Sheeting of this specification.

I. Trench digging machinery may be used to make the trench excavations except in places where operation of same would cause damages to trees, buildings or other existing structures either above or below ground. In such instances hand trenching methods shall be employed.

J. All excavated material shall be stockpiled in a manner that will not endanger the work or existing structures and that will cause the least amount of obstructions to walks and driveways.

K. There will be no classification of the excavated materials and the term excavation shall include all materials encountered in excavating the trenches or structural excavations.

L. The contractor shall take all necessary precautions for protecting paved areas from being damaged by the trenching and backfilling equipment. Any damage done to any paved area, outside of the area set forth in the plans, as a result of the construction work shall be repaired by the contractor at his own expense.

M. Where the lines are located behind curbs, the contractor shall take special precautions to protect trees and shrubs. Care shall be exercised to cause as little damage to lawns as possible.

Where lines cross under curbs, gutters or curbs and gutters, tunneling will be required.

N. Blasting for excavation of solid rock will be permitted only after securing the

approval of the Director of Engineering and Transportation and the engineer and only when proper precautions are taken for protection of persons and property. The hours of blasting will be fixed by the engineer. Any damage caused by blasting shall be paid for by the contractor. The method or procedure relative to blasting shall conform to all state laws and local ordinances.

O. The contractor will be required to locate all known utility lines, including consumer service lines, far enough in advance of the trenching to make proper provisions for protecting the lines and to allow for any deviations that may be required from the established lines and grades.

P. The contractor shall not be allowed to disrupt the service on any utility lines except consumers service lines, which may be taken out of service for short periods of time, if the contractor obtains permission from the engineer and from the owner of the premises being served by the utility.

Q. The contractor shall immediately notify the proper utility company of any damage to utility lines, in order that service may be reestablished with the least possible delay. Repair of any damage to existing lines and the repair of consumer lines which are authorized to be cut or temporarily taken out of service shall be made by the contractor at his own expense, and as directed by an official representative of the utility company involved.

R. All utility lines shall be properly supported to prevent settlement or damage to the line both during and after construction.

S. Any permanent relocations of existing utility lines shall be done by the proper utility company without expense to the contractor.

4.2 Backfill General

A. All pipeline excavations shall be backfilled in a manner that will restore pre-existing conditions as the minimum requirement and fulfill all supplementary requirements indicated in the Plans and Specifications. The backfilling operations shall be started as soon as conditions will permit on each section of pipeline to provide continuity in subsequent operations and restore normal public service as soon as practicable on a section-by- section basis. All operations shall be pursued diligently, with proper and adequate equipment, to assure acceptable results.

B. Depositing of the backfill shall be done so the shock of falling material will not injure the structure. Grading over and around all parts of the work shall be done as directed by the Engineer.

C. Whenever soil types which are determined by the Inspector to be undesirable for backfill are excavated from the trench, such material shall be hauled away and deposited where directed by the Inspector at no additional compensation.

D. In the absence of special work item requirements the backfilling shall be accomplished with the use of suitable materials selected from the excavated

materials to the extent available and practical. Should the materials available from the trench section be unsuitable or insufficient, the required additional materials shall be furnished from outside sources at the Owners expense.

E. Suitable material shall be defined as a mineral soil reasonable free of foreign materials (rubbish, debris, etc.) frozen clumps, oversize stone, rock, concrete or bituminous chunks and other unsuitable materials, that may damage the pipe installation, prevent thorough compaction, or increase the risks of after settlement unnecessarily. Material selection shall be such as to make the best and fullest utilization of what is available, taking into consideration particular needs of different backfill zones. Material containing stone, rock, or chunks of any sort shall only be utilized where and to the extent there will be no detrimental effects.

F. Backfill materials shall be carefully placed in relatively uniform depth layers spread over the full width and length of the trench section in a manner and/or sequence that will provide simultaneous support on both sides of the pipeline. Each layer shall be compacted effectively, by approved mechanical of hand methods, until there is no further visual evidence of increased consolidation. Compaction of the in place layer shall be completed acceptably before placing material for a succeeding layer thereon. The manner of placement, layer thickness, compaction equipment, and procedure effectiveness shall be subject to approval of the Engineer. Water jetting or flooding shall NOT be used to compact trench backfill.

G. Within the pipe bedding and encasement zones described as that portion of the trench which is below an elevation one foot above the top of the pipe, the materials placed shall be limited in particular size to 3/4 inch maximum. For larger pipe in access of 18 inches in diameter the Engineer may allow particle sizes up to 2 inches maximum if it can be shown that the backfill can be satisfactorily compacted without leaving voids or damaging pipe or joints. Above these zones, the placement of material containing stones, boulders, chunks, etc. shall be governed by the layer thickness and compaction equipment capabilities.

H. Compaction of materials placed within the pipe bedding and encasement zones shall be accomplished with portable or hand equipment methods to achieve thorough consolidation under and around the pipe and avoid damage to the pipe. Above the pipe zone material, the use of heavy roller type compaction equipment shall be limited to safe pipe loading.

I. The maximum loose thickness of each backfill layer shall be l2 inches, except that l6 inches will be permitted for Granular Materials placed above an elevation one foot above the top of pipe, and with the provision that, by authority of the Engineer in consideration of the demonstrated capability of special type vibratory compactors, these maximums may be increased at his discretion. "Hydro tamps" or "vibra tamp: or other heavy vibrating equipment shall not be used until the backfill has reached a depth of four (4) feet above the top of the pipe.

J. All surplus or waste materials remaining after completion of the backfilling operations shall be disposed of in an acceptable manner within 24 hours after

completing the backfill work on each particular pipeline section. Disposal at any location within the project limits shall be as specified, or as approved by the Engineer; otherwise, disposal shall be accomplished outside the project limits at the Contractor's discretion. The backfilling and surplus or waste disposal operations shall be a part of the work required under the pipeline installation items, not as work that may be delayed until final cleanup.

K. Until final acceptance of the project, the Contractor shall assume full Responsibility and expense for all backfill settlement and shall refill and restore the work as directed to maintain an acceptable surface condition. All additional materials required shall be furnished without additional cost to the Owner.

4.3 Backfill Procedure above Pipe Zone, in Public Rights-of-way and other areas where settlement is important.

A. Backfill above the pipe zone shall be made using Portland cement stabilized backfill or crushed stone screening (crusher fines).

B. Backfill around structures such as manholes, junction boxes, transformer boxes and valve boxes shall be made using portland cement stabilized backfill material or crushed stone screening (crusher fines).

C. The minimum depth of stabilized backfill or crusher fines shall be twelve (12") inches.

When utilities are being constructed under existing paving, the stabilized backfill or crusher fines shall extend from top of the pipe zone to the top of the base course.

When utilities are being constructed under existing unpaved streets that are not scheduled for immediate pavement construction, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the existing roadway surface.

When utilities are being constructed in new streets that are scheduled for immediate paving or in streets in a new subdivision for which a paving contract with the property developer has been approved the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the bottom edge of the eight (8") inches of subgrade, or, if the paving contractor has constructed a portion of the roadway prior to the construction of the utilities stabilized backfill shall extend to the top of the course the contractor has finished. In no case shall the backfill extend above the top of the base course.

If the final course of asphaltic concrete has been placed, the street or alley surface shall **NOT** be cut for utility installation.

In new streets where stabilized backfill is required only to the bottom of the subgrade course, the minimum depth of stabilized backfill may be reduced to six (6") inches in which case the maximum depth of the "pipe zone" shall be limited to six (6") inches above the top of the utility line or conduit.

D. Backfill Materials

(1) Portland cement stabilized backfill shall consist of caliche base material, blow sand or native soil stabilized by the addition of Portland cement. Crushed stone or concrete aggregate shall **NOT** be used.

The Contractor shall submit a mix design prepared by an approved Commercial Laboratory that will produce a minimum 7 day compressive strength of 150 psi. In no case shall the minimum cement content of the mix be less than 1 sack per cubic yard.

(2) Cement used in Portland cement stabilized backfill shall be Type I or Type II conforming to the requirements of ASTM Designation C150.

(3) Caliche used for Portland cement stabilized backfill shall be crushed material con-forming to Texas State Department of Highways and Transportation 1982Standard Specifications for Construction of Highways, Streets and Bridges Item 248 Type F, Grade 2.

(4) Blow sand used for Portland cement stabilized backfill shall be clean, free from organic matter, clay lumps, rock and other deleterious matter.

(5) Native soil used for Portland cement stabilized backfill shall be clean, free from clods and organic matter, and rock in excess of 2".

(6) Crushed stone screening (crusher fines) used for back fill shall be sharp grained particles of crushed stone conforming to the following gradation

Sieve Size	% Passing
2"	100
#4	35-100
#10	20-100
#40	5-35
#200	4-10

and may be the by product of crushing stone for other purposes or may be stone specifically crushed for use in backfill. Crusher fines not meeting these specifications may be approved for backfill upon demonstration that the desired results will be obtained.

E. Backfill Construction

(1) Portland cement stabilized caliche backfill or Portland cement stabilized native soil backfill may be constructed using either the "dry" method or the "wet" method.

(a) The dry method of stabilized backfill construction consists of dry mixing of the cement and caliche, sand or soil to produce a homogenous mixture then adding and mixing sufficient water for proper compaction and hydration of the cement. The water content of the mixture will be approximately one to two percent above the optimum moisture for soil compaction. The mixing may be accomplished by using batch mixers or on the job site by "blade Mixing" or other suitable method to produce the desired backfill material. The mixed material shall be placed in lifts of up to a maximum of 12 inches and compacted to ninety five (95%) modified proctor density by use of suitable compacting equipment.

(b) In the "wet" method of cement stabilized backfill construction, the materials shall be mixed in an approved concrete batching plant or mixer to the consistency of concrete and placed as concrete would be placed. The slump of the backfill material shall be such that all voids will be filled, approximately four (4") to six (6") inches. The backfill shall be consolidated by rodding or by the use of mechanical vibrators.

(c) The mix design used must be for the method of placement chosen.

(2) Portland cement stabilized blow sand backfill shall be mixed and placed by the "wet" method as described above.

(3) Crushed stone screening (crusher fines) shall be wetted uniformly throughout with sufficient moisture to assure proper compaction before being placed in the trench.

The moistened crushed stone screening (crusher fines) shall be placed in maximum lifts of twelve (12") inches and consolidated using vibratory type compaction equipment except when it has been demonstrated that the compaction equipment employed will adequately compact deeper lifts in which case the maximum depth of a lift shall be limited by the capabilities of the equipment used.

Tests to determine the compacted density of the backfill shall be ordered by the Engineer if in his opinion the compaction is not adequate. Test showing a minimum compacted density of 90% modified proctor will be deemed adequate compaction.

5. INSTALLATION OF DUCTILE IRON PIPE

5.1 Pipe Laying - General

A. All pipe and accessories shall be unloaded, handled, laid, jointed, tested for defects and for leakage and chlorinated in the manner herein specified.

B. The pipe, fittings, valves, and accessories shall be inspected upon delivery and during the progress of the work and any material found to be defective will be rejected by the engineer and the contractor shall remove such defective material from the site of the work.

C. The contractor shall be responsible for all material furnished by him and he shall replace at his own expense all such material that is found to be defective in manufacturer or has become damaged in handling after delivery.

D. All pipe, fittings, valves, and other accessories shall, unless otherwise directed, be unloaded at the point of delivery, hauled to and distributed at the site of the work by the contractor. Loading and unloading, of pipe and fittings shall be by hoisting or by sliding, or rolling on skidways in such a manner as to avoid shock or damage to the material. Under no circumstances shall pipe or fittings be dropped. Pipe handled on skidways must not be skidded or rolled against pipe already on the ground.

The pipe, fittings and accessories shall be placed along the site in such a manner as to be kept as free as possible from dirt, sand, mud, and other foreign matter.

E. All pipe shall be laid and maintained to the lines and grades shown on the plans
or as established on the ground by the engineer.

F. Wherever it is necessary to deflect pipe from a straight line either in a vertical or horizontal plane to avoid obstructions, to plumb valves and hydrants, or where vertical or horizontal curves are shown or permitted, the degree of deflection at each joint shall not exceed the maximum deflection recommended by the manufacturer of the particular kind of pipe being laid and the degree of deflection shall be approved by the engineer.

G. After the trench grade has been completed and all bell holes dug and the grade inspected, the pipes and accessories my be placed in the trench. All pipe, fittings, valves, and hydrants shall be carefully lowered into the trench piece by piece by means of derricks, ropes, or other suitable tools or equipment, in such a manner as to prevent damage to the material in any way. Under no circumstances shall pipe or accessories be dropped or dumped in the trench.

H. Before lowering into trench the pipe shall be again inspected for defects and the pipe while suspended shall be lightly hammered to detect cracks. Any defective, damaged or unsound pipe and materials shall be rejected.

I. All foreign matter or dirt shall be removed from the inside of the pipe and from all bells, spigots or parts of the pipe used in forming the joint, before the pipe is lowered into the trench, and it shall be kept clean by approved means during and after laying.

5.2 Laying and Jointing Ductile Iron Pipe

A. Unless otherwise directed, pipe shall be laid with bells facing in direction of laying; and for lines on appreciable slopes, bells shall, at the discretion of the engineer, face up grade. Cutting of pipe for inserting valves, fittings or closure pieces shall be done in a neat and workmanlike manner without damage to the pipe or the cement lining.

B. The jointing shall be completed for all pipe laid each day. No open joints will be left in the trench overnight. At times when pipe laying is not in progress, the open ends of pipe shall be closed by approved means. No trench water shall be permitted to enter the pipe.

C. No pipe shall be laid in water, or when the trench conditions or weather is unsuitable for such work, except by written permission of the engineer.

D. Rubber Gasket joints for cast iron or ductile iron pressure pipe and fittings shall conform to AWWA Standard C-lll.

E. Before laying the pipes, all lumps, blisters and excess coal tar coating shall be removed from the bell and spigot ends of each pipe; the outside of the spigot and the inside of the bell shall be wire brushed and wiped clean and dry. Pipe ends shall be kept clean until joints are made.

F. The pipe and fittings shall be properly aligned and free to move in any direction while bolting, and the bolts shall be gradually tightened at a uniform rate around the entire flange.

G. Flange joints where used shall be bolted with flange bolts of best quality mild steel and of the size and length required by AWWA C-ll5: Bolts and nuts shall be provided with standard hexagonal heads. Gasket rings shall be used and shall be made of best quality rubber composition sheet packing one-eighth (l/8) inch thick, of a brand and quality approved by the engineer.

H. Standard plugs shall be inserted into the bells of all dead end pipes, tees, or crosses and spigot ends shall be capped. Plugs or caps shall be jointed to the pipe or fittings in the same manner used in joining the pipe.

6. SPECIFICATIONS FOR INSTALLING PRETENSIONED CONCRETE CYLINDER PIPE

6.l General

The applicable portions of the specifications for installing ductile iron pipe shall apply except as amended or supplemented herein.

6.2 Pipe Laying

A. Pipe and fittings shall be handled with care at all times to avoid damage. They shall be lifted by hoists or slide or rolled on skid-ways in such manner as to avoid shock. Under no circumstances shall they be dropped. Pipe must not be skidded or rolled against other pipe or object.

B. Just before making the joint, the bell and spigot rings shall be thoroughly cleaned by wire-brushing until clean and dry. The gasket and the inside surface of the bell shall be lubricated with a light film or soft vegetable soap compound (flax soap) to facilitate telescoping the joint. The rubber gasket shall be stretched uniformly as it is placed in the spigot groove to insure a uniform volume of rubber around the circumference of the groove.

C. The joint shall be telescoped by pulling directly along the centerline of the pipe so that the spigot enters squarely into the bell. After the spigot has been telescoped into the bell, the bell end of the pipe being laid shall be moved in accordance with the plans to secure proper grade and alignment. After the joint is in place, a thin metal feeler gauge shall be used to check the position of the rubber gasket around the circumference of the joint.

D. The inside joint recess shall be filled immediately prior to placing the pipe together by buttering the bell end with mortar. After the joint is engaged, the joint mortar of pipe l8" in diameter and larger shall be finished off smooth by hand. The mortar in pipe smaller than l8" in diameter shall be smoothed and cleaned with a swab.

E. After the spigot has been telescoped into the bell, the joint checked and found satisfactory, a canvas wrapper shall be placed around the pipe, covering the joint. The canvas type wrapper shall be of the quality manufactured by the Mar-Mac Manufacturing Company or approved equal burlap type, and shall be hemmed at each edge to allow threading with a steel strap to securely fasten the wrapper around the pipe by means of a stretcher and sealer.

The wrapper shall have a minimum width of 7" and sufficient length to encircle the pipe leaving enough space between the ends at the top to allow the cement mortar to be poured. The entire joint shall be poured with cement mortar and rodded or agitated to eliminate voids and settlement. Prior to pouring the cement mortar the joint shall be thoroughly cleaned and saturated with clean water. Any joint showing shrinkage or excessive cracking shall be cleaned and remade. In hot weather,

additional measures may be required to obtain the best quality of joint, such as additional wet burlap, curing membrane, or immediate careful and well controlled backfilling of the joint with damp earth.

F. The mortar used at the exterior joint shall consist of one part Portland cement to 2-l/2 parts fine, sharp, clean sand and mixed with water to the consistency of thick cream. Mortar required at the joint shall not be placed in freezing weather unless adequately protected from freezing.

G. The joints for pipe to be installed in casing shall be made as for pipe laid in trench except that the outside portion of the joint shall be wrapped in a special polyurethane wrap impregnated with unhydrated cement manufactured for this purpose, prior to being jacked into the casing pipe. The wrap shall be "Flex-Protex" as manufactured by Mar-Mag Mfg. Corporation or approved equal. The interior of the joints shall be mortared after the pipe to be installed in casing has been jacked into place. The pipe shall not be moved after interior mortaring is completed. After the water line has been installed in the casing the ends of the casing shall be sealed using concrete or cement mortar.

H. Steel cylinder reinforced concrete pipe shall not be pressure tested until it has been in place a minimum of l4 days.

I. The contractor shall fill the steel cylinder reinforced concrete pipe under slight pressure and allow approximately 24 hours for water absorption by concrete lining before performing pressure test.

7. SETTING VALVES, VALVE BOXES, FIRE HYDRANTS AND FITTINGS

7.1 General

Valves and fittings shall be set at the locations shown on the plans or at locations as established by the engineer, and shall be set and jointed to the pipe in the manner heretofore specified for pipe installation. All valves buried in the ground shall have a cast iron valve box set over the valve and set to grade. All valves shall be set vertical, unless otherwise specified, and shall be thoroughly inspected and checked for operation before installation.

7.2 Valve Boxes

Cast Iron valve boxes shall be firmly supported and maintained centered and plumb over the wrench nut of the valve, with box cover flush with the surface of the ground or street paving.

Valve boxes shall be supported by a ring of concrete as shown on the plans and Detail Drawings. This ring shall be Class "A" concrete having a minimum thickness of six (6") inches and shall extend a minimum of twelve (12") inches in all directions from the outside diameter of the valve box and shall be supported on thoroughly compacted backfill.

7.3 Setting Fire Hydrants

A. Fire hydrants shall be located at points shown on the plans, the exact location of the hydrant to be established by the engineer. All hydrants shall be set plumb, to the grade as established by the engineer, and shall have their nozzles parallel with and/or at right angles to the curb, with the pumper nozzle facing the curb. The hydrants shall be supported in such a manner as not to cause a strain on the fire hydrant lead or branch.

The bowl of the hydrant shall be well braced against unexcavated earth at the end of the trench with concrete blocking. The concrete blocking shall be placed so as not to interfere with the hydrant drains and so that the joints or flanges are accessible.

B. Each hydrant shall be connected to the main with a six (6) inch ductile iron branch controlled by an independent six (6) inch gate valve. Each hydrant shall be set upon a stone or concrete slab not less than four (4) inches thick and not less than one square foot of surface area. Where solid rock exists in the bottom of the trench and same is excavated to the proper depth to form a foundation for the hydrant, the slab of stone or concrete may be omitted.

C. There shall be placed around the base of the hydrant not less than seven (7) cubic feet of sound broken stone or clean gravel, or other suitable material to provide reservoir capacity so that the hydrant will completely drain when closed. The gravel or broken stone shall reach from the bottom of the trench to at least six (6) inches above the waste opening in the hydrant. Each hydrant shall be operated by the contractor to prove to the inspector that the drain hole has not been plugged with concrete or other material.

8. **ANCHORAGE OF BENDS, TEES AND PLUGS, ETC.**

Reaction or thrust blocking shall be applied to all pipe lines at all tees, plugs, caps, valves, fire hydrants, and at bends deflecting ll-1/4 degrees or more. Concrete shall be used for blocking the pipe and fittings. Concrete for thrust block shall have a minimum compressive strength of 3,000 psi and shall conform to Texas Highway Department Class "A" concrete. Before thrust blocking is placed the element to be blocked shall be carefully wrapped in polyethylene sheeting having a minimum thickness of 3 mils. The blocking shall be placed between solid ground and the fitting to be anchored; the area of bearing on pipe and on the ground in each instance shall be that required by the engineer. The blocking shall be so placed that the pipe and fitting joints will be accessible for repair.

9. DISINFECTION OF PIPE LINES

The contractor shall furnish all labor, equipment, and materials necessary to the disinfecting of the new pipe lines which shall be disinfected before being placed in service. The lines shall be disinfected by the application of a chlorinating agent. The chlorinating agent may be a liquid chlorine, liquid chlorine gas water mixture, or a calcium hypochlorite solution, which shall be fed into the lines through a suitable solution feed device, or other methods approved by the engineer. The chlorinating agent shall be readily dissolvable and of a type that will rapidly mix with the water as it is loaded into the water line. Tablets or other solid form shall not be used unless they are dissolved before being placed into the line. The chlorinating agent shall be applied at or near the point from which the line is being filled, and through a corporation stop or other approved connection inserted in the horizontal axis of the newly laid pipe. The water being used to fill the line shall be controlled to flow into the section to be disinfected very slowly, and the rate of application of the chlorinating agent shall be in such proportion to the rate of water entering the pipe that the chlorine dose applied to the water entering the line shall be at least 50 parts per million. The treated water shall be retained in the pipe lines for a period of not less than twenty four (24) hours. At the end of the retention period all treated water shall be thoroughly flushed from the lines until the replacement water in the lines shall have a chlorine residual of not more than 0.2 parts per million. Where it is necessary to place the new lines in service in less than 24 hours, the concentration of chlorine may be increased to 300 ppm and the lines flushed and placed in service in 3 hours. Disinfecting procedures shall conform to AWWA C 60l.

l0. HYDROSTATIC TESTS

All pipe lines constructed under this contract before being accepted, shall be tested at l20% design pressure as described in the following paragraphs. This test shall apply to all newly laid pipe or any valved sections thereof.

The required test pressure (l80 pounds per square inch) shall be maintained over a continuous period of not less than eight (8) hours.

Each valved section of pipe shall be slowly filled with water, being certain that all air is expelled from the pipe by using hydrants, blow-offs or taps at points of highest elevation in the line. The specified pressure shall be applied by means of a pump and flow meter (gpm and amount) connected to the pipe in a manner satisfactory to the engineer. The contractor shall furnish all necessary equipment, materials and labor to satisfactorily make the hydrostatic tests.

After the line section to be tested has been brought to pressure, a visual inspection shall be made of all joints, fittings, valves, and appurtenance. Any leaks thus located shall be corrected before continuing with the test.

If the test indicates a leakage in excess of a rate equal to twenty-five (25) gallons per inch of nominal diameter of pipe line per mile per day (maximum 600 gallon per mile per day total leakage) the cause of such leaks shall be determined and corrected and the line retested until satisfactory results are obtained.

11. **REMOVING AND REPLACING PAVEMENT**

A. When it is necessary to cut existing paving to install utilities the paving shall be repaired as soon after the backfill is consolidated or the cement stabilized backfill has reached sufficient strength as practical. The repair shall be made using Texas Highway Department Type "D" Hot Mix Asphaltic Concrete and shall have a minimum thickness equal to the thickness of the existing surface.

B. Edges along the trenches and around pits shall be saw cut to remove damaged edges and/or surface. Saw cuts shall be straight and parallel to or at right angles to the street or alley center line in so far as practical. Meandering, zig-zag or notched saw lines will not be permitted. The saw cuts shall be such that a minimum of 6" of surface is removed beyond the edges of the trench.

C. The edges of the saw cut and surface of the backfill material shall be tack coated prior to the placing of hot mix asphaltic concrete. The tack coat shall be either RC-250 cut back asphalt or RS2h emulsified asphalt or approved equal. When emulsified asphalt is used for tack coat the asphaltic concrete shall not be placed until the break of the emulsion is complete and all free water has evaporated or has been removed.

D. After the tack coat is cured the hot mix asphaltic concrete shall be placed uniformly throughout the repair area. The edges of the repair shall be squared up and the hot mix asphaltic concrete thoroughly compacted. Any large aggregate that is separated from the mix during the leveling process shall be removed from the surface and disposed of off the project. Care shall be taken that none of the mix over laps the old paving. Any mix that has "scabbed" onto the paving shall be removed before the section is reopened to traffic.

Sufficient mix shall be placed so that the finished repair is from one eight (1/8") inch to one quarter (1/4") inch above the old paving surface to allow for further consolidation by traffic.

12. **TUNNELING UNDER UTILITY LINES, ETC**.

Where pipes, conduits or concrete curbs, gutters or other obstructions are encountered in the construction, the cost of tunneling under such obstructions shall be included as a part of the cost of the pipe line, or other pay items, complete in place.

13. **HIGHWAY CROSSING**

A. The City of Midland will obtain any required permits from the State Highway Department for installation of the water line along and across the highway right-of-way. It shall be the contractor's duty and responsibility to coordinate the time of making the crossing and the manner of handling traffic.

B. Installations of the casing pipe shall be accomplished by boring or open cut trench as indicated on the drawings and in accordance with the Texas Department of Transportation permit and requirements. Equipment used shall be of such size and capacity as to allow the placement of the casing to proceed in a safe and expeditions manner. Installation of the casing and the excavation and removal of the materials

within the casing shall proceed simultaneously.

The boring shall proceed from a pit provided for the boring equipment and workmen. Excavation and location of the pit shall be approved by the Engineer. Boring without the concurrent installation of the casing pipe will not be permitted. The use of water or other fluids in connection with the boring operation will be permitted only to the extent of lubricating cuttings. Jetting will not be permitted. Overcutting in excess of one inch shall be remedied by concrete pressure grouting the entire length of the installation. All joints for casing pipe installed in bore shall be welded. Care shall be taken to keep the casing pipe on the proper line and grade.

C. After the casing pipe has been installed and is accepted by the Engineer, the pipe shall be shoved through the casing. The pipe shall be pushed or pulled through the casing by exerting pressure on the barrel of the pipe and not on the bell, and shall be done in such a manner that the joint is always in compression during the shoving operation. Hardwood, or other suitable material skids shall be banded with stainless steel bands to each joint of pipe In accordance with the pipe manufacturers recommendation. The hardwood skids shall be of sufficient dimensions to allow the bell of the pipe to clear the casing pipe by at least one-half inch. The length of the skid shall be in accordance with the pipe manufacturers recommendations. A minimum of three bands shall be used to secure the skids to the pipe. The skids shall be such that the carrier pipe will be centered in the casing pipe. The design of skids and bonding techniques shall be submitted to the Engineer for approval prior to use.

In general waterline installation in the casing pipe shall conform to AWWA C 600-Section 6 requirements.

After completion of pipe installation in casing, the ends of the casing shall be sealed off by use of concrete grout. The minimum compressive strength of the grout shall be 2,000 psi in 28 days.

14. **SHORING & SHEETING**

14.1 Description

This item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project and including all additional excavation and backfill necessitated by the safety system. A trench shall be defined as a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet. The depth is five feet or more.

Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, dewatering or diversion of water to provide adequate drainage.

l4.2 Construction Methods

Trench safety systems shall be accomplished in accordance with the detailed specifications set out in the provisions of Excavation, Trench, and Shoring, Federal Occupational Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, Subpart P, as amended, including Proposed Rules published in the Federal Register (Vol. 52, No. 72) on Tuesday, October 31, l989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652. Legislation that has been enacted by the Texas Legislature, being Tex. Rev. Civ. Stat. Ann. arts. 1015q, 2368a.6 (Vernon Supp. 1988) with regard to Trench Safety Systems, is hereby incorporated, by reference into these specifications.

A reproduction of the OSHA Publication 2226 is attached for the convenience of the Contractor. The City assumes no responsibility for the accuracy of the reproduction or that it reflects current law. The Contractor is responsible for obtaining a copy of this section of the Federal Register for his use.

If the contractor elects to use a trench protective system that, in the Proposed Rules, requires "Design by a qualified person or a qualified engineer," [For example see 1926.652(b) (3) and 1926.652(c) (4)], "a qualified person or qualified engineer" shall be a Professional Engineer registered in the State of Texas. The Contractor is responsible for obtaining boring and soil analysis as required for the planned design. The trench excavation is to be designed in conformance with OSHA standards and regulations.

14.3 Safety Program

The Contractor shall submit a safety program specifically for the construction of trench excavation. The trench safety program shall be in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

14.4 Inspection

The Contractor shall make daily inspections of the Trench Safety Systems to ensure that the systems meet OSHA requirements. Daily inspection is to be made by a "competent person" provided by the Contractor. If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench. It is the sole duty, responsibility and prerogative of the Contractor, not the owner or the Engineer, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The Contractor shall maintain a permanent record of daily inspections.

14.5. Safety Restrictions - work near high voltage lines

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

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

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

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

C. When necessary to work within six feet of high voltage electric lines, notification shall be given the power company who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. The notifying department shall maintain an accurate log of all such calls to the Power Company, and shall record action taken in each case.

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

l5. MEASUREMENT AND PAYMENT

l5.l General

The unit price or lump sum price bid on each item, as stated in the proposal, shall include furnishing all labor, superintendence, machinery, equipment, and materials necessary to complete the various items of work in accordance with the plans and specifications. Cost of work or materials shown on the plans and called for in the specifications and on which no separate payment is made shall be included in the bid price on the various pay items.

l5.2 Water Lines

A. Measurement

The length of pipe lines for the various sizes, classes and types to be paid for will be determined by measurement along the center lines of the pipe installed, measurement being made from the center of fitting to center of fitting or end of pipe, without any deduction for the length of intermediate fittings or valves including pipe installed in casing.

B. Payment

Furnishing and installing approved type pipe of the various sizes and classes shown on the plans or as required will be paid for at the unit price bid per linear foot for furnishing and installing the various sizes and classes of approved pipe complete in place. The unit price bid shall be complete compensation for furnishing and installing the pipe complete in place including all excavation, backfilling, testing and disinfection of lines and shall include any and all incidental work not otherwise included in the bid items or otherwise provided for in the specifications.

l5.3 Solid Rock Excavation

All excavation for pipe trenches shall be unclassified and no extra compensation will be made for solid rock excavation. The contractor is expected to make boring of his own and satisfy himself to the character of material which will be encountered.

l5.4 Gate Valves or Butterfly Valves

A. Measurement

Gate valves or butterfly valves will be counted in the field after installation by the size and type specified and actually installed.

B. Payment

The unit price bid for each type and size valve shall be complete compensation for furnishing and installing the valves, complete in place, including the furnishing and installation of cast iron valve boxes on all valves to the finished grade of the adjacent surface. All valves in paved areas shall be set to finish pavement grades

l5.5 Fire Hydrants

A. Measurement

Fire hydrants will be counted in the field after installation in accordance with the plans and specifications.

B. Payment

The unit price bid shall be complete compensation for furnishing and installing the fire hydrants, complete in place, each, including lead pipe the gravel drain, concrete blocking, extension or additional bury depth as required for a complete installation.

I5.6 Service Connections

A. Measurement

The number of service connections of the type and size specified to be paid for will be counted in the field after complete installation.

B. Payment

The unit price bid shall be complete compensation for furnishing and installing the service connections, complete in place, including the meter box and lid, service line, corporation stop, meter stop and incidentals required for a complete installation.

I5.7 Ductile Iron Fittings

A. Measurement

The weight of the various ductile iron fittings and specials were estimated by using the standard weights for cast iron fittings as established by the American Water Works Association or American Standard Association. Measurement of ductile iron fittings will be made by counting the actual number of fittings installed and multiplying the number of fittings by the catalog weights for those types of fittings actually installed. Allowance will be made for glands and bolts.

B. Payment

The ductile iron fittings or specials required in the construction of the various size pipe lines as shown on the plans or as required will be paid for at the unit price bid per ton for furnishing and installing the ductile iron fittings complete in place. The unit price shall also include all materials, excavation, backfilling, concrete blocking and other incidental work required for the complete installation.

I5.8 Steel Cylinder Concrete Pipe Fittings

A. Measurement

No separate measurement or count of fittings and specials for steel cylinder concrete pipe will be made.

B. Payment

No separate payment will be made for fittings or specials for steel cylinder concrete pipe used on this project, but the cost of same shall be included in the price bid per linear foot for the various classes and sizes of pipe in the bid proposal.

l5.9 Casing Pipe In Bored Hole Or Open Cut

A. Measurement

Measurement of the casing pipe, of the type and size specified, shall be made by the linear foot of casing installed complete in bored hole or installed complete in open cut.

B. Payment

The unit price bid per linear foot for casing in bored hole or for casing in open cut shall be complete compensation for furnishing and installing the casing, complete in place, including all pits, boring equipment, materials and labor required for a complete installation. Payment for carrier pipe installed in the casing will be made as stated under Waterlines above.

l5.l0 Paving Cut and Repair

A. Measurement

Measurement of paving cut and repair will be made by the square yard for replacing pavement of the type specified. The area of the pavement replaced shall be determined by actual measurements on the ground; however, measurement will be limited to areas within widths of cuts as shown on the plans unless additional widths are authorized by the engineer. Any pavement removed or damaged outside of the aforementioned limits shall be replaced as prescribed with these specifications, but will not be measured for payment.

B. Payment

The unit price bid, per square yard, shall be complete compensation for cutting and removing the pavement, and constructing the concrete base and surfacing of the type specified, all as specified herein and as shown on the plans.

15.ll Trench Safety Systems, Sheeting and Shoring

A. Measurement

Trench Safety Systems shall be measured by the linear foot along the centerline of trench including manholes and other line structures.

B. Payment

Payment for Trench Safety Systems, measured as prescribed above, shall be made at the unit price bid per linear foot of "Trench Safety Systems: Payment of all work prescribed under this item shall be full compensation for the Trench Safety Systems including all Engineering cost and any additional excavation and backfill required, for furnishing, placing, maintaining and removing all shoring, sheeting, or bracing; for dewatering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

Revised 08/07

GRAVITY FLOW PIPE SEWERS AND FITTINGS
FOR WASTE WATER AND STORM WATER

PART I – GENERAL

1.01 SCOPE

A. The work covered by this specification shall include the furnishing of all material, labor and equipment to construct, complete in place, all Gravity sewers including jointing, gaskets, fittings, castings, mortar, concrete, the placing of sewer pipe, and the construction of manholes and other appurtenance, all in accordance with the details shown on the plans and these specifications for the drainage of sanitary and/or storm sewage.

B. Sanitary and storm sewer lines constructed under these specifications shall be straight in grade and alignment between manholes. Manholes shall be constructed at any change in grade and at any change in alignment. In general manholes are to be constructed at 300 feet intervals or less with the maximum distance between manholes being 350 feet when approved by the Engineer.

1.02 QUALITY ASSURANCE

A. The Contractor, at the Engineer's request, shall furnish a certificate from the manufacturer of the pipe and fittings that the manufacturer is fully competent and capable of manufacturing sewer pipe, fittings, and accessories of the type, size and grade proposed for use in this project that are of uniform texture and strength that will fully comply with these specifications and have so manufactured this class of pipe in sufficient quantities to be certain that it will meet all normal field conditions of usage. The manufacturer must have adequate equipment and quality control facilities to be sure that each extrusion casting or run of pipe is uniform in texture, dimensions, and strength.

B. All PVC, HDPE, or plastic resin based pipe and fittings shall be covered during storage to protect them from excessive heat and direct sunlight.

C. All pipe and accessories shall be stored above ground and fully supported so that they will not bend or deflect excessively under their own weight.

D. Pipe in any way damaged or deformed during storage shall not be incorporated into this project, but at the direction of the Engineer, shall be permanently removed from the job site and project area.

1.03 TYPE OF PIPE

A. Pipe for sanitary sewers 15 inches in diameter and less shall be PVC. Pipe for storm drains 15 inches in diameter and less may be corrugated steel pipe when called for on the plans and in the bid proposal. Pipe 18 inches in diameter and larger shall be of the type shown on the plans and bid proposal.

B. The contractor may be allowed to bid a choice of two or more of the pipe materials when pipe 18 inches in diameter and larger are proposed for use on a project. When such choice is allowed the permissible choices will be clearly stated on the plans and/or bid proposal and a blank space will be provided for the contractor to write in the type of pipe proposed for use on the project. When such blank spaces are provided, the contractor must choose one of the permitted pipe materials as specified in part 2 “Materials” of these specifications and write in the type of pipe bid. Failure to write in the type of pipe bid may be reason to disqualify the bid. One or more types of pipe 18 inches in diameter and larger may be excluded from consideration on any given project by notes on the plans and/or the bid proposal.

PART 2 – MATERIALS

2.01 POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS FOR SANITARY AND STORM SEWERS

A. GRAVITY SEWERS

(1) Pipe and fittings in nominal diameters from 4-inch through 15-inch shall be manufactured in accordance with ASTM D3034, “Type PSM Polyvinyl Chloride (PVC) Sewer Pipe and Fittings” and pipe and fittings in diameter 18” through 36” shall be manufactured in accordance with ASTM F-679 or ASTM F-794, closed profile, subject to the modifications and limitations below.

B. MODIFICATIONS AND LIMITATIONS

(1) The concrete slab manhole tops shall be reinforced with number 4 steel reinforcing bars spaced at 12 inches on center each way. Additional diagonal bars shall be placed on 4 sides around the manway opening. The diagonal bars shall be number 4 rebar with a minimum length equal to the diameter of the manway opening plus 4 inches. The steel reinforcing mat shall be placed in the bottom of the slab with 1-1/2 inches protective covering.

(2) The term Dimension Ratio (DR) or standard dimension ratio (SDR) is the ratio of the average outside pipe diameter to the minimum wall thickness rounded to the nearest 0.5. The maximum DR for PVC sewer pipe shall be 35. PVC pipe sewers that will have less than 4 feet of cover shall be DR26.

(3) PVC pipe manufactured under ASTM F679 or F794 shall have a wall thickness that will meet or exceed the D.R. and stiffness specified herein. The minimum pipe stiffness for pipe having a DR of 26 shall be 115 psi. The minimum pipe stiffness for DR 35 pipe shall be 46 psi.

(4) Where DR 26 pipe is specified, all necessary fittings shall be the same as for SDR 35 PVC pipe.

(5) Minimum wall thickness for ASTM D-3034 PVC pipe shall be as follows:

Nominal Size (in.)	Min. Wall Thickness (in.)	
	DR 26	DR 35
4	0.162	0.120
6	0.241	0.180
8	0.323	0.240
10	0.404	0.300
12	0.481	0.360
15	0.588	0.437

The minimum wall thickness for PVC pipe meeting ASTM F-679 or F-794 requirements shall be the thickness as set forth in said ASTM specification that will meet or exceed the pipe stiffness and DR required.

(5) The identification markings as shown in Section 12 of ASTM 3034 shall note the specified DR of 26 where applicable.

(6) All pipe and fittings shall have the dimensions for inside diameter, outside diameter, etc. as shown in ASTM D3034 and/or ASTM F-679 except that the inside diameter DR 26 may be reduced by the added wall thickness.

(7) The pipe and fittings shall be homogeneous throughout and free from visible cracks, holes, foreign inclusions, or other injurious defects. The pipe shall be as uniform as commercially practical in color, opacity, density, and other physical properties.

(8) The Contractor shall provide wyes, tees, bends, adapters, and any other fittings called for in the specifications and/or shown on the plans or directed by the Engineer.

(9) The standard length of ASTM, D-3034 SDR 35 or SDR 26 PVC pipe under this specification shall be 20 feet with a minimum of 10 feet, except that all pipe used in service lines shall not exceed 10 feet in length unless otherwise approved by the Engineer. The standard laying length for ASTM F-679 PVC pipe shall be 13 feet. The Engineer must approve other laying lengths.

C. SEWER LATERALS AND CONNECTIONS

Pipe and fittings for service lines shall be the same material and thickness class as required for the main sewer. Schedule 40 PVC pipe may be used for 4” service lines when PVC pipe meeting requirements of ASTM 3034, SDR 35 is required.

D. JOINING SYSTEMS

(1) PIPE JOINTS

The pipe shall be joined with an integral bell, bell and spigot type rubber gasket joint. Each integral bell joint shall consist of a formed bell complete with a single rubber o-ring gasket. Gaskets shall be manufactured in accordance with ASTM F477 and shall be installed in accordance with the pipe manufacturer's instructions using all the necessary materials, lubricants and equipment recommended by the manufacturer.

For pipe 18" through 36" gaskets shall be factory installed and chemically bonded to the bell end of the pipe.

Lubricant shall be water soluble, non-toxic and have no deteriorating effects on gasket or pipe materials and shall not support the growth of bacteria. Lubricant shall be suitable for use at temperatures from 5^{o} to 120^{o} F (-15^{o} to 50^{o} C). Containers shall be labeled with the manufacturer's name and identified as PVC pipe joint lubricant. Each lubricant container shall have printed instructions for usage and joint assembly.

Field welded joints will not be allowed.

(2) FITTING JOINTS

All fittings shall utilize rubber gasket joints of the same type design and specifications as pipe joints.

(3) PIPE SPIGOT

The pipe spigot shall have a bevel and an insertion stop mark. The assembled joint shall be designed so the gasket shall be radially compressed to assure a positive water-tight seal for all installation conditions recommended by the manufacturer and under all combinations of production tolerances for the joint components. Each size joint shall be qualified to no leakage under various test conditions in conformance with ASTM Specification D-3212, "Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals."

E. INSPECTION AND TESTING

(1) INSPECTION REQUIREMENTS

Certification: as the basis of the acceptance of the material, the manufacturer will furnish a certificate of conformance to these specifications. The manufacturer will furnish other conformance certification in the form of affidavit of conformances, test results, and copies of test reports.

(2) PHYSICAL TEST REQUIREMENTS

For each 4,000 linear feet of pipe manufactured of each class and size of pipe, the following certified test data shall be required:

1. The basic dimensions shall be measured.
2. The allowable crush load (lbs/ft ^{2}) shall be calculated.
3. Impact resistance, fusion quality and ductility shall be tested.

F. MARKING AND DELIVERY

Each pipe shall be identified with the name of manufacturer, nominal size, cell classification, ASTM designation F794, Uni-Bell Plastic Pipe Association designation Uni-B-9, the pipe stiffness designation “PS-46 psi” and manufacturer’s date code.

1. MANHOLE CONNECTIONS

The Contractor shall provide smooth pieces of pipe for connecting sewer line into manholes. The Contractor shall be required to assist the manhole gasket supplier with the nominal outside diameter of these smooth pieces of pipe, as manufactured. There shall be only one plain end thickness for each diameter of pipe specified for the project.

2. DELIVERY

All pipe couplings and fittings shall be prepared for standard commercial shipment.

The pipe shall be inspected upon delivery to the job site for final acceptance. The contractor shall be responsible for all material furnished by him and he shall replace, at his own expense, all such material that is found to be defective in manufacture or which has become damaged in handling until final acceptance has been made. Pipe, which exhibits excessive ovalty or curvature, shall be rejected.

PVC pipe and fittings shall be covered during storage to protect them from excessive heat and direct sunlight.

All pipe and accessories shall be stored above ground and fully supported so as not to bend or deflect excessively under its own weight.

2.01(a) Metallic Marking Tape (For PVC Sewer Pipe)

2.01 (a).1 General

When non-metallic pipelines are to be installed, then the Contractor shall furnish and lay, above the pipeline, a continuous strip of metallic identification tape.

2.01 (a).2 Tape Material

The metallic identification tape shall be at least two inches (2”) in width and shall be of corrosive resistant metal of sufficient thickness to be stable and reflect electronic signals to electronic pipeline detector when buried to a dept of twenty-four (24”) below normal ground level.

The metallic tape shall be painted green on one side and shall have 1-inch high letters painted continuously on the same side of the tape which read, “CAUTION: BURIED SEWER LINE BELOW” or other words to this effect.

The marking tape shall be “Detectable Marking Tape”, as manufactured by the Omega Marking Company, or equal approved by the Engineer.

2.01(a).3 Construction Methods

The Contractor shall backfill over non-metallic pipelines to a depth which is less than twenty-four (24”) and not more than twelve inches (12) from the top of the cut of the ditch section in which the pipeline is laid. Contractor shall stop the backfilling material to a generally uniform level. All machine tamping, jetting and other compaction activities shall be accomplished up to this point of height in the backfilling the marking tape is placed in the trench.

The Contractor shall then lay the marking tape in the pipe trench and shall be held in position by the spot placement of backfill materials over it to keep it from sliding t the sides and/or from being blown about in the ditch by the wind. The tape shall be lid with the painted side, which shall also be the side with the identification lettering on it, in the “up” position. The tape shall be laid in the flat position and kept there until backfill is accomplished.

The Contractor shall then complete the backfilling operation in such a manner that the marking tape is not cut, crimped, ruptured or separated by the backfilling work.

2.01(a).4 Measurement and Payment

No separate pay item will be provided for furnish and placing the marking tape. This item shall be considered subsidiary to the non-metallic pipe being placed.

2.02 CORRUGATED STEEL PIPE (CSP) FOR STORM SEWERS AND CULVERTS ONLY

1. PIPE

A. STEEL SHEET STOCK

(1) Corrugated steel pipe shall be manufactured using galvanized steel sheet AASHTO M 218 or aluminized steel sheet AASHTO M 274.

(2) The lining for smooth lined corrugated steel pipe shall be polymer coated on both sides. The minimum thickness of the polymer coating shall be 10 mils.

B. PIPE DESIGNATION

(1) Pipe furnished shall be manufactured in accordance with AASHTO Specification M 36.

(2) Corrugated steel pipe shall be one or more of the following type as designated in AASHTO M 36.

Type I - Full circular cross section having helical corrugations.

Type IA - Full circular smooth lined pipe constructed of an outer shell having helical corrugations with a smooth sheet lining attached to the outer shell at helical lock seams.

Type IR - Full circular cross section with helical rib protruding outward.

Type II - Type I pipe formed into a pipe arch.

Type IIA - Type IA pipe formed into a pipe arch.

The type of pipe furnished on this project will be as shown on the plans and in the bid proposal.

When no type of pipe is called for on the plans or in the bid proposal helically corrugated circular single wall pipe (Type I or Type IR) shall be furnished.

C. MANUFACTURERS CERTIFICATION

(1) The pipe manufacturer will be required to certify the adequacy of the pipe furnished for the application and design life of the project.

(2) The design life for storm sewers constructed under this specification is 50 years.

(3) The pipe manufacturer will be required to run soil pH, soil resistivity and such other test as they deem necessary to design pipe thickness and protective coatings required to assure the adequacy of the pipe supplied.

D. CORRUGATION AND MINIMUM THICKNESS

(1) Thickness used in this specification refers to the bare steel thickness before coating is applied. The minimum thickness for any single wall corrugated steel pipe furnished under this specification is 16 gage.

(2) All corrugated steel pipe furnished under these specifications shall have helical corrugations.

(3) Circular corrugated steel pipe 48” in diameter and smaller shall have 2-2/3” x ½” corrugation and shall be a minimum of 16 gage in thickness.

Circular corrugated steel pipe larger than 48” in diameter may have either 2-2/3 x ½” or 3” x 1” corrugations. The minimum thickness for corrugated steel pipe larger than 48” in diameter and having 2-2/3 x ½” corrugation shall be as follows:

54” Diameter - 12 gage
60” Diameter - 10 gage
66” through 90” Diameter - 8 gage

The minimum thickness for circular corrugated steel pipe having 3” x 1” corrugation and diameters of 54” through 90” shall be 14 gage.

(4) For smooth lined corrugated steel pipe the minimum thickness for the lining shall be 20 gage and the minimum thickness for the outer shell shall be 18 gage.

The corrugations for the outer shell shall be 2-2/3” x ½” for pipe 48” diameter and smaller. Larger diameter pipe may use 3” x 1” corrugations in the outer shell. The sum of the thickness for the outer shell and the liner shall be a minimum of one thickness unit greater than the thickness that would be required for single wall pipe of the same diameter or span.

(5) Spiral rib steel pipe (Type IR) shall have outward projecting spiral corrugations of ¾” x 1” at 11-1/2” on center in accord with AASHTO specification M 36 or ¾” x ¾” at 7-1/2” on center as described in AASHTO specification M 196.

The minimum thickness for spiral rib pipe 48” in diameter and smaller shall be 16 gage.

The minimum thickness for spiral rib pipe 54” and 60” in diameter shall be 14 gage.

The minimum thickness for spiral rib pipe 66” and 72” in diameter shall be 12 gage.

The minimum thickness for spiral rib pipe larger than 72” in diameter shall be as shown on the plans.

(6) The corrugations and minimum thickness of corrugated steel pipe arch shall be in accord with the following table:

EQUIV. Dia. (in.)	2-2/3" x ½" Corrugations Span (in.)	Rise (in.)	Gage	3" x 1" Nominal Size Span (in.)	Rise (in.)	Gage
15"	17	13	14			
18"	21	15	14			
24"	28	20	14			
30"	35	24	14			
36"	42	29	14	40	31	16
42"	49	33	12	40	36	14
48"	57	38	10	53	41	12
54"	64	43	10	60	46	12
60"	71	47	8	66	51	12
66"	77	52	8	73	55	12
72"	83	57	8	81	59	12
78"				87	63	12
84"				95	67	12
90"				103	71	12

When 2-2/3" x ½" corrugations are called for on the plans and/or on the bid schedule the substitution of 3" x 1" corrugations will be allowed only upon the demonstration by the contractor that there is sufficient head room to accommodate the higher rise for arch pipe of this cross section.

E. END TREATMENT AND JOINING

(1) The ends of all corrugated steel pipe furnished for this project shall be rolled to provide circumferential corrugations for coupling. The end corrugations for all pipe 48" in diameter and less shall be 2-2/3 x ½". The end corrugations for single wall helically corrugated steel pipe or for smooth lined corrugated steel pipe 54" in diameter and larger shall be the same pitch as the pipe furnished and may be either 2-2/3" x ½" or 3" x 1". The end corrugations for spiral rib (Type IR) corrugated steel pipe shall be 2-2/3" x ½" or 3" x 1" for pipe 54" and larger in diameter.

(2) Coupling bands shall be made of the same material as the pipe and shall be not more than 3 nominal sheet thicknesses lighter than the pipe joined and in no case less than .052 inch.

Jointing devices for joining corrugated steel pipe shall have a gasket and shall produce a joint meeting the infiltration/exfiltration requirements of these specifications.

If it should be necessary to cut a joint of Helically corrugated pipe and join the unreformed end to another section of pipe or fitting extra width bands will be required and special care must be taken to insure a water tight connection.

Locking bands shall be corrugated and shall securely fit into at least one full annular corrugation. The corrugations on the locking band must match the corrugations on the pipe being joined.
The minimum width for locking bands is as follows:

for 2-2/3 x ½ inch corrugations	10-1/2 inches
3 x 1 inch corrugation	12 inches

For helical corrugations that have not been reformed the coupling bands must be at least 2 inches wider than the widths listed above.

Unless shown otherwise on the plans all bolts for coupling or locking bands shall be ½ inch in diameter. Bands 12 inches wide or less shall have a minimum of 2 bolts. Bands wider than 12 inches shall have a minimum of 3 bolts.

Bolts must be galvanized in accordance with AASHTO Designation M232 or ASTM A164 Type RS.

(3) Gaskets for corrugated steel pipe shall be closed cell expanded rubber and shall be formed into a continuous band. Gaskets may be either “O” ring or flat band as recommended by the pipe manufacturer. Flat band gaskets shall be a minimum of 7” wide and 3/8” thick. “O” ring gaskets shall be 13/16” diameter minimum for pipe 36” in diameter or less and 7/8” for pipe larger than 36” diameter and having ½” deep corrugations. “O” ring gaskets shall be a minimum of 1-3/8” diameter for pipe having 1” deep corrugations. When “O” ring gaskets are furnished, an additional flat gasket shall be furnished and placed between the overlapping ends of the coupling band. This flat gasket shall completely fill the gap between the “O” rings. All gasket materials shall be capable of producing a water tight joint that will meet the leakage requirements of these specifications.

2. CORRUGATED STEEL MANHOLE FITTINGS, AND CLEAN OUTS

A. FABRICATION

(1) Corrugated steel manholes and fittings shall be constructed of the same material and type of pipe furnished for the storm sewer line with the exception that manhole risers shall be helical corrugated single wall circular pipe when used with pipe arch sewers or smooth lined corrugated steel pipe. The thickness of the manhole riser shall be the same as would be required for the same type and diameter pipe if it were used for the storm sewer.

(2) Cleanouts for use on shallow storm sewer and inlet leads shall be manufactured from pipe meeting the requirements of these specifications. Cleanouts shall be constructed to the dimensions and in accord with the details shown on the plans.

B. CONNECTION TO MANHOLES AND CLEANOUTS

(1) Stub outs from manholes and cleanouts for connection to storm sewers and inlet leads shall have annular corrugations and shall be compatible with the type and size of pipe being connected. Stub outs provided for connection to PVC pipe storm sewers and inlet leads shall be sized so that the PVC pipe can be inserted into the stub leaving the least amount of annular space between the PVC pipe and the CSP practical. The PVC pipe shall be connected using an approved molded rubber or PVC sleeve connector clamped to both pipes with stainless steel straps.

The connector shall be a flexible coupling as manufactured by Fernco, 300 S. Dayton St., Davison, MI., or approved equal.

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C. LEAKAGE

Manholes, fittings and cleanouts shall meet the leakage requirements of these specifications.

D. SHOP DRAWINGS

The contractor shall submit shop drawings of all manholes, fittings and cleanouts for approval prior to their fabrication. A minimum of 5 sets of drawings for each manhole, each fitting and each cleanout shall be submitted.

E. CONCRETE SLAB TOPS

A reinforced concrete slab top shall be constructed for each manhole and cleanout. The slab shall extend to one foot (1') outside the riser section on all sides and shall have an eccentric 2' diameter opening for the manway located at the outside edge of the riser section. For manholes and cleanouts designated for standard manhole rings and covers the concrete top shall be 8 inches thick and shall be finished smooth to receive the manhole ring.

For manholes designated to receive pressure type manhole rings and covers the concrete slab top shall be a minimum of 12 inches thick and shall have L bolts imbedded in the concrete to fit the requirements of the manhole ring furnished. The slab shall be finished smooth to receive the manhole ring. The manhole ring shall be securely bolted to the slab and sealed using "Ram Nek" or an approved equal bitumastic sealer between the manhole ring and the concrete slab.

The concrete slab manhole tops shall be reinforced with number 4 steel reinforcing bars spaced at 12 inches on center each way. Additional diagonal bars shall be placed on 4 sides around the manway opening. The diagonal bars shall be number 4 rebar with a minimum length equal to the diameter of the manway opening plus 4 inches. The steel reinforcing mat shall be placed in the bottom of the slab with 1-1/2 inches protective covering.

F. PRESSURE MANHOLE RING AND COVER

(1) Pressure type manhole rings and covers shall be Western Iron Works No. 380-24P or approved equal. The manhole cover shall be sealed with an "O" ring gasket in a ring groove and shall be secured to the ring by six (6) 5/8-inch stainless steel bolts.

(2) The ring shall have six (6) 1-1/4 inch bolt holes in the flange for securing the ring to the concrete slab top on the manhole.

3. CORRUGATED STEEL PIPE SLOTTED DRAIN

(1) Corrugated steel pipe slotted drains shall be fabricated from full circle corrugated steel pipe conforming to these specifications.

(2) C.S.P. Slotted drains shall be of a type as manufactured by "Contech Construction Products, Inc.", "Texas Corrugators", "Caldwell Culvert Company" or approved equal.

(3) The upstream end of CSP slotted drains shall be equipped with a bend and a ring and cover of the some size as the pipe from which the slotted drain was fabricated to allow cleaning equipment to be inserted into the slotted drain. The ring and cover shall be Nenah Foundry Co. R-5901 open grate or R-5900 solid lid or approved equal. Unless shown otherwise on the plans the open grate shall be furnished.

(4) When slotted drain is to be connected to PVC leads, molded rubber or PVC flexible connector as specified for connections to manholes and cleanouts shall be furnished.

4. DAMAGED COATING

A. PROTECTION OF PIPE

(1) Pipe fittings and specials shall be handled and stored in a manner that will minimize damage to the coating.

(2) The fabrication process shall be designed to minimize the burning of coatings during welding.

(3) Pipe and/or fittings showing excessive abuse or damage will be rejected.

B. REPAIRING DAMAGE

(1) Pipe on which the metallic coating has been burned by welding or has been otherwise damaged in fabricating or handling, shall be repaired. The repair shall be done so that the completed pipe shall show careful finished workmanship in all particulars.

(2) The damaged area shall be cleaned to bright metal by blast cleaning, power disk sanding, or wire brushing. The cleaned area shall extend at least ½ inch into the undamaged section of the coating. The cleaned area shall be coated within 24 hours and before any rusting or soiling.

(3) Zinc-rich paint shall be applied to a dry film thickness of at least 0.005 inches over the damaged section and surrounding cleaned area. Zinc-rich paint shall be used for repair of damage to all types of metallic coating -zinc, aluminum, and aluminum-zinc alloy.

2.03 CAST-IN-PLACE CONCRETE SEWER PIPE (NON-REINFORCED) FOR STORM SEWERS ONLY

1. DESCRIPTION

This item shall cover machine cast-in-place monolithic non-reinforced concrete pipe, which shall consist of Portland cement concrete placed in a prepared trench at such locations and grades shown on the plans and intended to be used for the conveyance of storm water. Items and item numbers referred to in this specification are the items as given in the "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges."

2. MATERIALS

The cast-in-place pipe shall be constructed of Class "C" concrete. The concrete shall meet the requirements of Item 421, "Concrete for Structures," and Special Provision thereto, except as otherwise noted herein or on the plans. Type III Portland Cement shall be used.

The minimum compressive strength for concrete used in this item is 4000 psi. Backfilling operations may proceed when the concrete has reached 2000 psi compressive strength.

The coarse aggregate grading for pipe diameters 48 inches or less shall conform to that of Aggregate Grade No. 3, one inch (1") maximum size aggregate under Item 421. For pipe diameters over 48 inches, Coarse Aggregate No. 2, one and one third inch (1-1/3") maximum size aggregate shall be used.

No concrete having a slump in excess of 2" will be permitted for use in pipes with diameters of 48 inches and over. For pipes with diameters less than 48 inches, no concrete having a slump in excess of 3" will be permitted for use. At the option of the Contractor, sections of precast reinforced concrete pipe (D-load) may be substituted for cast-in-place concrete pipe. Pipe and installation shall conform to the requirements of Item 465, "Pipe Sewers." Backfill shall be in accordance with the requirements for other storm sewers in these specifications using crusher fines (chat).

3. PIPE MAKING EQUIPMENT

The pipe shall be constructed with equipment specially designed for constructing cast-in-place monolithic concrete pipe. The equipment shall be acceptable to the Engineer and the Contractor may be required to furnish evidence of successful operation in other work of the equipment he proposes to use. Equipment not suitable to produce the quality of work required for the pipeline will not be permitted to operate on the project.

4. DIMENSIONS AND TOLERANCES

The design shell thickness shall be as specified in Table 1.

TABLE I

Internal Diameter inches	Min. Shell Thickness inches
18	2
24	2-1/2
30	3
36	3-1/2
42	4
48	5
54	5-1/2
60	6
66	6-1/2
72	7
84	8
96	9
108	10
120	11

Variation in the internal diameter shall not exceed plus or minus 3 percent. The maximum allowable deviation form the true grade of the design invert of the pipe shall not exceed ½ inch either side of true grade. Where deviation from true grade occurs, true grade shall be re-established at a maximum departure of one-eighth inch per foot.

5. EXCAVATION AND BACKFILL

Excavation shall be in accordance with the requirement for other types of storm drains, except as modified herein. The trench shall be excavated in the lines and grades shown on the plans or as directed by the Engineer. The width of the trench shall be sufficient to accommodate travel of the pipe machine only. The bottom of the trench shall be shaped to the nominal outside circumference of the pipe. Excavation shall be performed from the outlet to the inlet. If the trench is over-excavated for the bottom 210 degrees of the pipe the excess area shall be filled with concrete. If rock is encountered, it will be removed at least 6 inches below the bottom of the pipe and the trench refilled with material sufficiently compacted to

allow operation of the machine and provide a smooth firm surface. The sidewall of the pipe shall be placed against undisturbed material.

Backfill material will be a crusher fine (chat) as described elsewhere in these Specifications. No backfill other than permitted for curing purposes shall be placed until the line has been inspected and approved by the Engineer. The trench may be completely backfilled after the pipe has been in place at least 24 hours and concrete strength requirements have been reached. Light traffic, axle load less than 6,000 pounds, may be routed over the pipe after backfill has been completed for twenty-four (24) hours. Unrestricted traffic may be permitted over the pipe after the backfill has been in place for forty-eight (48) hours.

All backfill material shall be mechanically compacted to 95% modified proctor or as directed by the Engineer.

6. CONSTRUCTION

All surfaces against which concrete are to be placed shall be free from standing water, mud, and debris. Absorptive surfaces against which concrete are to be placed shall be moistened thoroughly so that moisture will not be drawn from the freshly placed concrete.

The concrete shall be placed in one operation around the full circumference of the pipe by means of a traveling form. The forms shall be of sufficient strength to withstand vibrating or tamping the concrete and to permit workmen to walk on the forms without causing springing or bulging at any point.

As the traveling form moves forward, forms shall be placed inside the newly formed pipe to support a minimum of 230 degrees of the upper portion of the pipe.

The concrete shall be vibrated, rammed, tamped or worked with suitable appliances until the concrete has been consolidated to the maximum practicable density, free of rock pockets, and closes snugly against all surfaces or forms and provides a bond between the pipe shell and supporting earth.

When placing operations cease for any reason, the end of the pipe shall be left rough with a slope of approximately 45 degrees. The ends of the pipeline shall be covered with canvas or other suitable cover material to prevent excessive loss of moisture from the interior of the pipe already placed.

When starting pipe laying operation from a previously laid cast-in-place pipe or section of pre-cast pipe, a construction joint shall be made by excavating a “bell” completely around the end of the existing pipe and constructing a concrete collar to extend at least one foot either side of the joint with a minimum thickness equal to that of the wall of the pipe. The end of the existing pipe shall be clean and damp before continuing pipe making operations. Cleaning of the construction joint shall consist of removing all latency, loose or defective concrete, coatings, and any other deleterious materials.

All forms shall be clean and shall be placed at the trench side at the location of their proposed use for inspection by the Engineer. Forms, which are defective in any way, will not be used, and upon condemnation they shall be removed from the site of the work. The forms shall not vary more than ½ inch from the lower edge of a straightedge laid parallel to the centerline of the form, and shall be free of any holes larger than 5/8 inch in greatest dimension. The pipe machine shall be thoroughly clean and serviced prior to the placing of the concrete. Particular attention will be given to all parts of the machine with which concrete comes into contact.

Concrete chutes or trunks shall be provided to reach within 1 foot of the pipe machine hopper. The end of the chute or trunk shall discharge the concrete at the center of the hopper. Provisions shall be maintained to minimize segregation of the concrete mix in all phases of the operation.

Delays in placing shall be handled as follows or as otherwise directed. The concrete hopper on the pipe laying machine shall be kept ½ full at all times, provided, however, that when placing operations cease or are delayed for any reason for more than 20 minutes, the pipe machine shall be pulled forward until all the concrete is exhausted and until the top troweling skirt is clear of the concrete. If the pipe laying operation proceeds within one hour of the time of the last placement, no further steps need to be taken. However, if longer than one hour has elapsed, then a construction joint must be made as previously described. The end of the pipe shall be left rough and at the natural slope when the machine is moved forward.

All junctions of pipe shall be provided for at the time the cast-in-place pipe is placed.

Inside forms shall be removed from the pipe not sooner than 4 hours nor longer than 24 hours after placement of the concrete. Care shall be taken when removing forms to prevent damage to the pipe. The inside of the pipe shall be carefully inspected for imperfections in placement, and any required repairs or smoothing shall be made immediately to provide a uniform interior surface. No wash, mortar or concrete shall be applied to a surface not properly moistened or cleaned. Visible cracks shall be brushed with cement paste or chipped out and pointed up with cement mortar. Any cracks that appear to go through the shell shall be grooved and filled with mortar. All construction operations and methods for providing a watertight pipeline shall be the responsibility of the Contractor. Mortar shall consist of one part cement; two parts well graded sand passing 1/8-inch sieve. Wash shall consist of four parts cement, one part fire clay. The finished surface of the concrete pipe shall be substantially free of fractures, cracks and surface roughness.

7. CURING CONCRETE

Immediately after the concrete is placed the exposed surface of the concrete shall be cured by covering the top with a sheet of polyethylene film sealed with dirt along the edges. During the curing period following the placement of the concrete, the ends of the pipeline and all other openings into the pipeline shall be covered with canvas or other suitable material, except at locations where work is actually in progress. The inside surface of the pipeline shall not be cured.

8. MANHOLES AND BENDS

Manhole bases shall be hand formed on top of the pipe as soon as the pipe-placing machine has passed. Where required, the extra width for manholes shall be excavated ahead of the pipe placing operation. The base for the manhole shall be formed to receive a standard precast concrete barrel section and shall be shaped and smoothed so that the joint can be sealed water tight by use of “Ram Nek” or other approved joint sealing material.

Bends may be formed and cast in place or fabricated using precast reinforced concrete pipe (load D). Design and shop drawings shall be submitted to and approved by the Engineer before the bends are fabricated or cast.

9. MEASUREMENT

Measurement of manholes shall be as specified elsewhere in these specifications. Measurement of bends shall be as for other storm sewer pipe. The method of pipe measurement shall conform to that for other types of storm drainpipe in the section or storm drains in these specifications.

10. PAYMENT

Payment for cast-in-place non-reinforced pipe sewers, measured as prescribed above, will be made at the unit price bid per linear foot for the various sizes of “Pipe Sewers (Cast-in-Place)” complete in place. Payment for manholes shall be as specified elsewhere in these specifications.

Such payment shall be full compensation for furnishing all concrete materials, precast reinforced concrete pipe used in place of cast-in-place pipe, and for all other materials, tools, labor, equipment, and incidentals required to perform the applicable work prescribed herein.

When precast reinforced concrete pipe at the Contractor’s option is used in a line of cast-in-place pipe the additional excavation for the pipe will be subsidiary.

2.04 CENTRIFUGALLY CAST FIBERGLASS REINFORCED RESIN PIPE SEWERS

A. DIRECT BURY PIPES

1. GENERAL

All pipes, joints and fittings shall be manufactured in accordance with the requirements of the applicable standard given below except as noted herein:

Service	Standard
Non pressure Sanitary Sewer	ASTM D3262
Sewer Force Main and Effluent Lines	ASTM D3754

Pipes shall be centrifugally cast, fiberglass-reinforced polyester resin as manufactured by Hobas USA, Inc. or approved equal.

Minimum pipe stiffness when tested in accordance with ASTM D2412 shall be 46 psi.

2. MATERIALS

The manufacturer shall use only approved polyester resin systems for which he can provide a proven history of performance in these particular applications. The historical data shall have been acquired from a composite material of similar construction and composition as the proposed product.

The reinforcing glass fibers used to manufacture the components shall be of highest quality commercial grade of E-glass filaments with binder and sizing compatible with impregnating resins. Sand shall be minimum 98% silica with a maximum moisture content of 0.2%

3. DIMENSIONS

Pipe outside diameters shall be in accordance with AWWA Standard C151 and C950. For diameters larger than covered in those documents, OD's shall be as shown in Table 1.

TABLE I

*WP/s		0/46		50/46		100/46		150/46		200/46	
Nomin Pipe Sz. (in.)	Pipe OD (in.)	Min. wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt (lb/ ft.)
18	19.50	.42	20	.41	20	.40	19	.38	18	.37	18
20	21.60	.46	25	.45	24	.43	23	.42	22	.40	21
24	25.80	.54	35	.53	34	.51	33	.49	31	.47	30
30	32.00	.66	54	.65	53	.62	51	.60	49	.57	47
36	38.30	.78	77	.77	76	.74	73	.71	70	.68	67
42	44.50	.90	104	.88	101	.85	98	.82	94	.78	89
48	50.80	1.02	134	1.00	131	.96	126	.93	122	.88	115
54	57.10	1.14	169	1.12	166	1.08	160	1.04	155	.99	147
60	62.90	1.26	209	1.23	204	1.19	197	1.14	188	1.09	180
66	69.20	1.38	249	1.35	243	1.30	234	1.25	228		
72	75.40	1.50	298	1.47	292	1.41	280	1.36	270		
78	81.60	1.62	352	1.58	343	1.52	331	1.47	320		
84	88.00	1.74	409	1.70	399	1.64	385				
90	94.30	1.86	468	1.82	458	1.75	440				
96	100.6	1.98	531	1.94	520	1.87	501				

- **Maximum nominal working pressure in psi/pipe stiffness in psi**

Pipe shall be supplied in nominal lengths of 20 feet. Actual laying length shall be the nominal plus or minus 2 inches. At least 90% of the total footage of each size and class of pipe, excluding special order lengths, shall be furnished in nominal length sections.

4. **PRESSURE CLASS & TESTING FOR SEWER FORCE MAINS AND EFFLUENT LINES**

The pipe nominal pressure class (PN) shall be equal to or greater than the maximum sustained operating pressure of the line. The minimum pressure rating for non-pressure pipe shall be 15 psi.

The maximum transient (operating plus surge) pressure of the line shall not exceed the pipe nominal pressure class by more than 40%.

Pipe hoop tensile strength for pressure pipe shall be verified as specified in the applicable standard (D3754 or C950) or by random burst testing at the same sampling frequency. All pipes shall be capable of withstanding a test pressure of 2 times the maximum sustained operating pressure of the line without leaking or cracking. This performance shall be periodically verified at the factory for pressure pipe at least once per lot as defined in D3754, section 7.1.

A. JOINTS

Unless otherwise specified, the pipe shall be field connected with fiberglass sleeve couplings that utilize elastomeric sealing gaskets made of EPDM rubber compound as the sole means to maintain joint water tightness. The joints must meet the performance requirements of ASTM D4161.

B. FITTINGS

Flanges, elbows, reducers, tees, wyes, laterals and other fittings shall, when installed, be capable of withstanding all operating conditions. Acceptable configurations include contact molded or metered fiberglass or properly protected standard ductile iron.

Unbalanced thrust forces shall be restrained with thrust blocks or other approved suitable methods. Fiberglass tees, wyes, laterals, or other similar fittings shall be fully encased in reinforced concrete designed to withstand the pressure forces.

2.05 POLYETHYLENE SEWER PIPE

A. SCOPE

(1) This specification covers Polyethylene (PE) pipe with a corrugated outer wall and a smooth interior wall, for use with non-pressure sanitary sewer systems. The PVC fittings and joints are included in the specification.

B. MATERIAL AND MANUFACTURING

1. PIPE MATERIALS

The pipe shall be made from clean virgin Polyethylene compounds having a cell classification of 324420C as defined by ASTM D-3350.

2. FITTING MATERIALS

The fittings shall be made from clean virgin polyvinyl chloride (PVC) compounds having a cell classification of 12454B, 1245C or 13343C as defined by ASTM D-1784.

Pipe shall be manufactured by simultaneous extrusion of the corrugated and smooth walls with the smooth inner wall fused to the outer corrugated wall.

Fittings shall be molded or fabricated.

3. JOINING MATERIALS

a. Gaskets
b. Elastomeric gaskets shall meet the requirements of ASTM F-477.
c. Lubricants

The lubricants used for assembly shall have no detrimental effect on the gasket or the pipe, and shall be per published recommendations of the pipe manufacture.

4. MATERIAL CERTIFICATION

A manufacture's or an independent laboratory certification shall be furnished to the purchaser/engineer that the products were manufactured, sampled, tested, and inspected at the time of manufacture in accordance with this specification.

C. PIPE DIMENSIONS

Pipe dimensions shall meet the following requirements when tested in accordance with ASTM D-2122.

Nominal Size	Avg. O.D.	Avg. I.D.
4	4.790 (121.7)	4.00 (101.6)
6	6.930 (176.0)	6.00 (152.4)
8	9.145 (232.2)	8.00 (203.2)
10	11.405 (289.7)	10.00 (254.0)
12	14.450 (367.0)	12.00 (304.8)
15	17.530 (445.3)	15.00 (381.0)
18	21/150 (537.2)	18.00 (457.2)

D. INSTALLATION

1. Joint Tightness

Minimum joint performance shall show no leakage when tested in accordance with ASTM D-3212.

2. Supplier Assistance

A manufacturers representative of the above referenced pipe material shall be present at the beginning of the installation as required by the Design Engineer or Contractor and shall remain on site until released by the Design Engineer or Field Inspector/Engineer.

2.06 INLETS FOR STORM SEWERS

A. CURB TYPE INLETS

(1) Curb inlets shall be constructed at the locations and to the lines and grades or shown on the plans or as directed by the Engineer.

(2) Curb inlets shall be constructed of reinforced class “C” concrete in accordance with Section 1-B “Concrete Structures” and the plans and detail drawings.

(3) The curb section and the curb inlet shall conform to the curb and gutter section in which it is placed in so far as it is possible.

B. GRATE TYPE INLETS

(1) Grate inlets shall be constructed at the locations and the lines and grades as shown on the plans or as directed by the Engineer.

(2) Concrete boxes for grate inlets shall be constructed of reinforced Class “C” concrete in accordance with Section 1-B “concrete Structures” and the plans and detail drawings.

(3) Grates shall be constructed of ASTM A-48 gray iron having minimum tensile strength of 35,000 psi or ductile iron having a minimum tensile strength of 60,000 psi and a yield strength of 40,000 psi.

The size, style, shape, type, weight and class shall be as shown on the plans.

Grate frames shall be as manufactured for the grate by the grate fabricator. If more than one type or style or frame is available, the type and/or style shall be as indicated on the plans.

C. COMBINATION INLETS

(1) Combination curb and grate inlets shall be constructed at the locations and to the lines and grades as shown on the plans or as directed by the Engineer.

(2) Combination inlets shall be constructed in accordance with the applicable requirements for “Curb type inlets” and “Grate type inlets” above.

D. INLET LEADS

(1) Inlet leads may be PVC pipe or CSP as shown on the plans and called for in the bid proposal.

(2) Inlet leads shall be constructed in accordance with the specifications for type of material used and the plans and detail drawings.

(3) Where two or more leads are joined together to form a single lead to the storm sewer they shall be joined at a cleanout unless shown otherwise on the plans.

(4) Inlet leads shall be connected to the storm sewer at a manhole. The leads shall enter the manhole at a point that will match the .8 points of the two pipes as near as practical.

E. CLEANOUT FOR STORM SEWER INLET LEADS

Cleanouts at the juncture of inlet leads shall be constructed in accordance with the dimensions and requirements shown on the plans and detail drawings.

F. CORRUGATED STEEL SLOTTED DRAINS

(1) Corrugated steel slotted drains shall be as specified in section 2.02-3 of these specifications and shall be furnished in the lengths and diameters as shown on the drawings and in the bid proposal.

(2) Corrugated steel slotted drains are approved for nuisance water inlets only and are sized to allow for considerable clogging before they will cease to function in this capacity.

2.07 MANHOLES

1. GENERAL

A. **CONCRETE MANHOLES ARE NOT TO BE USED FOR SANITARY SEWERS AFTER DECEMBER 31, 2002. FIBERGLASS MANHOLES ARE TO BE USED FOR ALL SANITARY SEWERS**. Concrete manholes can be used for storm water sewers.

All manholes furnished for this project shall be precast unless noted otherwise on the plans and or bid proposal.

Precast manholes shall conform to the requirements of ASTM Specification C-478 with the modifications given in this article.

Concrete used for precast manholes shall have a minimum 28-day compressive strength of 4,000 psi and shall have a minimum cement content of 7 sacks per cubic yards.

All manhole sections shall be furnished with tongue and groove type joints suitable for sealing water tight with rubber or bituminous joint sealer or gaskets.

B. When cast in place components for manholes are called for on the plans the concrete used shall have a minimum 28 day compressive strength of 4,000 psi and a minimum cement content of 7 sacks per cubic yard and shall conform to the requirements of ASTM Specification C-478 with wall thickness as shown on the plans and detail drawings.

Aggregate for the concrete shall meet the sodium sulfate and magnesium sulfate test as required in ASTM Specification C-33.

C. Mortar for filling and shaping the inverts in precast manhole bases and for mortaring precast grade rings and cast iron rings and covers shall consist of one part Portland cement ASTM C150 Type 1 to 3 parts washed sand mixed with just enough water to make a workable mix.

D. Manholes for corrugated steel pipe may be precast concrete or corrugated steel as described in Article 2.02. The type and material shall be as shown on the plans and called for on the bid proposal.

2. PRECAST MANHOLES

A. Manhole base sections shall be cast with an integral floor and shall be constructed in accordance with the details shown on the plans.

B. Manhole riser sections shall be constructed in accordance with the plans and details and these specifications. When pipe openings are required in manhole riser sections they shall be of the same type and meet the same requirements as the pipe openings in the precast bases.

Manhole riser sections for each manhole shall be furnished in the proper combination of lengths to construct the manhole in conjunction with the other components to the finished grade shown on the plans.

C Eccentric cone sections shall be constructed in the same manner as other components except the top of the cone will have a flat surface to accommodate the manhole ring and cover or grade adjusting rings instead of a tongue or groove.

Generally openings will not be required in the wall of the cone section of the manhole.

D. Manhole grade rings shall comply with all the requirements for manhole riser sections except they shall be cast smooth both sides without tongues and/or grooves.

Manhole grade rings shall be sized to fit the smooth small end of the cone section and shall be cast in heights of 2", 4" or 6".

E. Joint seals for precast concrete manholes shall be a bitumastic sealer such as Ram-Nek or approved equal, a soft rubber sealer such as Butyl-Lok or approved equal or an approved "O" ring gasket or a combination of the above if required to achieve a water tight joint.

F. All water tight Storm Sewer Manholes constructed on this project shall have Neenah R-1755-C watertight manhole rings and covers or approved equal.

No separate payment will be made for the protective plastic manhole linings or for the water tight manhole rings and covers but the cost of these items shall be included in the price bid for water tight Storm Sewer Manholes.

In addition to the markings required by ASTM Specification C-478, all components of each manhole shall be, marked with location identifying information such as manhole number or line number and station value where manhole is to be installed. If the manhole has openings for installation of branch lines above the base section, each manhole section shall be clearly marked with the sequence of installation to assure the branch opening will be at the correct elevation.

3. FIBERGLASS MANHOLES

A. SCOPE

Fiberglass reinforced polyester manholes shall be manufactured from commercial grade polyester resin or other suitable polyester or vinyl resins, with fiberglass reinforcements and in accordance with the latest edition of ASTM D 3 753 (Standard Specification for Glass-Fiber Reinforced Polyester Manholes). Fiberglass manholes shall be used with fiberglass or plastic sewer pipe.

B. MATERIALS

1. **Resin:** The resins used shall be a commercial grade unsaturated polyester resin.

2. **Reinforcing Materials**: The reinforcing materials shall be commercial Grade "E" type glass in the form of mat, continuous roving, chopped roving, roving fabric, or a combination of the above, having a coupling agent that will provide a suitable bond with the resin and leave a resin rich surface.

3. **Surfacing Materials**: If reinforcing materials are used on the surface exposed to the contained substance, they shall be a commercial grade chemical-resistant glass organic surfacing mat having a coupling agent that will provide a suitable bond with the resin and leave a resin rich surface.

4. **Fillers and Additives**: Fillers, when used, shall be inert to the environment and wet well construction. Additives, such as thixotropic agents, catalysts, promoters, etc., may be added as required by the specific manufacturing process to be used. The resulting reinforced plastic material must meet the requirement of this specification.

C. FABRICATION

1. **Exterior Surface**: The exterior surface shall be relatively smooth with no sharp projections. Handwork finish is acceptable if enough resin is present to eliminate fiber show. The exterior surface shall be free of blisters larger than ½ inch in diameter, de-lamination and fiber show.

2. **Interior Surface**: The interior surface shall be resin rich with no exposed fibers. The surface shall be free of crazing, de-lamination, blisters larger than ½ inch in diameter, and wrinkles of 1/8 inch or greater in depth. Surface pits shall be permitted up to 6 per square foot if they are less than ¾ inch in diameter and less than 1/16 inch deep.

3. **Defects not permitted**:

Exposed fibers: glass fibers not wet out with resin.
Resin runs: runs of resin and sand on the surface
Dry areas: areas with glass not wet out with resin.
De-lamination: separation in the laminate.
Blisters: light colored areas larger than ½ inch in diameter.
Crazing: cracks caused by sharp objects
Pits or Voids: air pockets.
Wrinkles: smooth irregularities in the surface.
Sharp projection: fiber or resin projection necessitation gloves for handling.

D. PHYSICAL REQUIREMENTS

1. **Load Rating**: The complete manholes shall have a minimum dynamic-load rating of 16,000 ft-lbs. when tested in accordance with this standard. In order to establish this rating, the complete manhole shall not leak, crack, or suffer other damage when load

tested to 40,000 ft-lbs. and shall not deflect vertically downward more than ¼ inch at the point of load application when loaded to 24,000 lbs.

2. **Stiffness**: The manhole cylinder shall have a minimum pipe stiffness value as shown below when tested in accordance with A.S.T.M. 3753 8.5 (note 1)

Depth Ft.	F/dy.psi
3 – 6.5	0.75
7 – 12.5	1.26
13 – 20.5	2.01
21 – 25.5	3.02
26 – 35	5.24

3. **Soundness:** In order to determine soundness, apply an air or water pressure test to the manhole test sample. Test pressure shall not be less than 3 psig or greater than 5 psig. While holding at the established pressure, inspect the entire manhole for leaks. Any leakage through the laminate is cause for failure of the test. Refer to A.S.T.M. 3753 8.6.

4. **Chemical Resistance**: The fiberglass manhole and all related components shall be fabricated from corrosion proof material suitable for atmospheres containing hydrogen sulfide and dilute sulfuric acid as well as other gases associated with the wastewater collection.

5. **Physical Properties**:

	Hoop Direction	Axial Direction
a. Tensile Strength (pi)	18,000	5,000
b. Tensile Modulus (pi)	0.6×10^6	0.7×10^6
c. Flexural Strength (psi)	26,000	4,500
d. Flexural Modulus (psi)	1.4×10^6	0.7×10^6
e. Compressive (psi)	18,000	10,000

6. **Minimum Wall Thickness**: Shall be 0.48” nominal at all depths of the manholes.

E. TEST METHODS: All tests shall be performed as specified in A.S.T.M 3753 latest edition, section 8. Test method D-790 (see note 5) and test method D-695.

F. QUALITY CONTROL: Each completed manhole shall be examined for dimensional requirements, hardness, and workmanship. All required A.S.T.M 3753 testing shall be completed and records of all testing shall be kept and copies of test records shall be presented to customer upon formal written request within a reasonable time period.

G. CERTIFICATIONS: As a basis of acceptance the manufacturer shall provide a independent certification which consist of a copy of the manufacturer’s test report and accompanied by a copy of the test results that the manhole has been sampled, tested,

and inspected in accordance with the provisions of this specification and meets all requirements.

H. SHIPPING AND HANDLING: Do not drop or impact the fiberglass manhole. Fiberglass manhole may be lifted by inserting a 4" x 4" x 30" timber into the top of manhole with cable attached or by a sling or "choker" connection around center of manhole, lift as required. Use of chains or cables in contact with the manhole surface is prohibited.

I. CONCRETE:

1. **Fiberglass Bottom**: Manholes may have fiberglass bottoms that are a minimum of 6" below the OD of the pipe invert when concrete is used to form the invert. Manufactured fiberglass inverts and bench areas are allowed, or concrete may be used to form bench area and invert. Concrete is to be used on top of anti-flotation ring and around the reducer section as required for buoyancy.

2. **Concrete Bottom**: Lower manhole into wet concrete until it rests at the proper elevation, with a minimum of 4 inches of fiberglass manhole inserted into the wet concrete below flow line, then move manhole to plumb. The concrete shall extend a minimum of one foot from the outside wall of the manhole and a minimum of 6 inches above incoming lines. On the inside concrete shall form the bench and invert area and rise a minimum of 4 inches above incoming lines. If required by Engineer concrete may be used around reducer section for buoyancy control.

BACKFILL:

1. **Backfill Material**: Unless shown otherwise on drawings and approved by the Engineer, sand, crushed stone, or crushed gravel shall be used for backfill around the manhole for a minimum distance of one foot from the outside surface and extending from the bottom of the excavation to the top of the reducer section. Suitable material chosen from the excavation may be used for the remainder of the backfill. The material chosen shall be free of large lumps or clods, which will not readily break down under compaction. This material will be subject to approval by Engineer.

2. **Backfill Procedure**: Backfill shall be placed in layers of not more than 12 loose measure inches and mechanically tamped to 95% Modified Proctor Density, unless otherwise approved by Engineer. Backfill shall be placed in such a manner as to prevent any wedging action against the fiberglass manhole structure.

K. MARKING and IDENTIFICATION: Each manhole shall be marked on the inside and outside with the following information:

Manufacturer's name or trademark
Manufacturer's factory location
Manufacturer's serial number
Total length

4. MANHOLE RINGS AND COVERS

A. Manhole rings and covers furnished for this project shall be pattern No. 300-24 as produced by Western Iron Works, Inc., 21 E. 6th St., San Angelo, Texas 76903-5493 or Bass and Hays Foundry, Inc., 238 South Bagdad Rd., Grand Prairie, Texas 75050, or approved equal.

B. WATER TIGHT MANHOLE COVERS

(1) Water tight manhole rings and covers furnished for this project shall be number R-1755-C as manufactured by Neenah Foundry Company, P.O. Box 729, Neenah, Wisconsin 54957, or approved equal.

(2) When watertight replacement sanitary sewer manhole rings and covers are called for on the plans and in the bid proposal they shall be Neenah Foundry Co. No. R-1755-C or approved equal.

No separate payment will be made for adjusting to grade of the replacement watertight manhole rings and covers. The contractor shall schedule this work to coincide with other manhole and water valve adjustments and any costs that might be involved shall be included in the price bid for replacement water tight manhole rings and covers.

(3) Manhole vents shall be used in conjunction with watertight rings and covers spaced every third manhole or as indicated on the plans. Vents shall be constructed as indicated on City design and construction standards.

C. Pressure type manhole rings and covers may be required for certain storm sewer applications. When pressure type manhole rings and covers are called for on the plans and/or bid schedule they shall be Western Iron Works Pattern #380-24P or approved equal. The manhole cover shall be sealed with an “O” ring gasket in a ring groove and shall be secured to the ring by six (6) five-eighths inch (5/8”) stainless steel bolts. The ring shall have six (6) one and one quarter inch (1-1/4”) bolt holes in the flanges for securing the ring to the concrete slab top on the manhole.

D. All manhole covers except grate type shall have two blind pick holes or pick bar cast into them. The blind pick holes or pick bars shall be placed on opposite sides of the cover.

E. All manhole covers except grate type shall have cast into their tops in letters 2 inches high minimum one of the following:

CITY OF MIDLAND
SANITARY SEWER
OR
CITY OF MIDLAND
STORM DRAIN

which ever is applicable.

2.08 GRANULAR MATERIALS

A. GRANULAR MATERIAL GRADATION CLASSIFICATIONS:

Granular materials furnished for foundation, bedding, encasement, backfill, or other purposes as may be specified, shall consist of any natural or synthetic mineral aggregate such as sharp grained sand, crushed gravel, crushed rock, crushed stone, or slag, and shall conform to the following specifications and/or gradation.

Note all materials used for these purposes shall be crushed and shall have at least two broken faces. Pea gravel will NOT be allowed.

	Foundation	Bedding	Encasement	Backfill
ASTM C33 Grade #57	x			
ASTM C33 Grade #67	x			
ASTM C33 Grade #8		x	x	
THD 1982 Item 302 Type D Grade 4		x	x	
THD 1982 Item 302 Type D Grade 5			x	
Crusher fines**			*x	x

*100 percent of crusher fines that are to be used within 12 inches of the top of pipe must pass the ¾" sieve.

** Approximate Gradation for Crusher Fines.

Sieve Size	% Passing
2 inch	100
# 4	35 - 100
# 10	20 - 100
# 40	5 - 35
#200	4 - 10

Crushed stone material proposed as an alternate for use on this project and not meeting the above specifications must be approved in writing at least 48 hours prior to the time scheduled for opening bids.

B. GRANULAR MATERIAL USE DESIGNATIONS:

Granular materials provided for Foundation, Bedding, Encasement, or Backfill use as required by the contract, either as part of the pipe item work unit or as a separate contract item, shall be classified as to use in accordance with the following:

MATERIAL USE DESIGNATION	ZONE DESIGNATION
Granular Foundation	Placed below the bottom of pipe grade as replacement for unsuitable or unstable soils, to achieve better foundation support.
Granular Bedding	Placed below the midpoint of the pipe prior to pipe installation, to facilitate proper shaping and achieve uniform pipe support. Also for Class B bedding where specified.
Granular Encasement	Placed below an elevation one half foot (6") above the top of pipe, after pipe installation, for protection of the pipe and to assure proper filling of voids and thorough consolidation of backfill.

In each case above, unless otherwise indicated, the lower limits of any particular zone shall be the top surface of the next lower course as constructed. The upper limits of each zone are established to define variable needs for material gradation and compaction or void content, taking into consideration the sequence of construction and other conditions. The material use and zone designations described above shall only serve to fulfill the objectives and shall not be construed to restrict the use of any particular material in other zones where the gradation requirements are met.

PART 3 – EXECUTION

3.01 LOCATION OF WORK

A. The work will be located as shown on the plans.

B. It may be necessary for the Engineer to shift lines as reasonable amount to avoid an obstruction to the construction or to reduce right of way difficulties. The Contractor will not be allowed any additional compensation due to shift of lines. Additional compensation will be allowed only for lengthening of lines.

3.02 PROTECTION OF SURFACE STRUCTURES

A. All surface structures and features located outside the permissible excavation limits for underground installations, together with those within the construction areas which are indicated in the Plans as being saved, shall be properly protected against damage and shall not be disturbed or removed without approval by the Engineer.

B. Obstructions such as street signs, guard posts, mail boxes and other items of prefabricated construction may be temporarily removed during construction provided that essential service is maintained in a relocated setting as

approved by the Engineer and that non-essential items are properly stored for the duration of construction. Upon completion of the underground work, all such items shall be replaced in their proper setting. This removal, relocation and replacement shall be at the sole expense of the Contractor.

In the event of damage to any surface structures or improvements, either privately or publicly owned, in the absence of construction necessity, the Contractor will be required to replace or repair the damaged property to the satisfaction of the Engineer and without cost to the Owner.

3.03 INTERFERENCE OF UNDERGROUND STRUCTURES

A. When any underground structure interferes with the planned placement of the pipeline or appurtenances to such an extent that alterations in the work are necessary to eliminate the conflict or avoid endangering effects on either the existing or proposed facilities, the Contractor shall immediately notify the Engineer and the Owner of the affected structure. When any existing facilities are endangered by the Contractor's operations, he shall cease his operations at the site and take such precautions as may be necessary to protect the in place structures until a decision is made as to how the conflict will be resolved.

B. Without specific authorization from the Engineer, no essential utility service shall be disrupted, nor shall any change be made in either the existing structures or the planned installations to overcome the interference. Alterations in existing facilities will be allowed only to the extent that service will not be curtailed unavoidably and then only when the encroachment or relocation will satisfy all applicable regulations and conditions.

C. Wherever alterations are required as a result of unforeseen underground interference not due to any fault or negligence of the Contractor, the Engineer will issue a written order covering any additional or extra work involved and specifying the revised basis of payment, if any. Any alterations made strictly for the convenience of the Contractor shall be subject to prior approval and shall be at the Contractor's expense.

D. No extra compensation will be allowed for delays caused by the interference of underground structures.

3.04 SEPARATION BETWEEN SANITARY SEWERS AND WATER MAINS

A. Sanitary sewers and service lines shall be installed so that the separation between the sewer and water mains is not less than 9 feet in all directions. The 9 feet shall be measured between the nearest outside edges of the pipe.

B. When the required 9 foot minimum separation cannot be maintained and a sanitary sewer must be constructed parallel to a water main, the sanitary sewer shall be constructed of ductile iron or PVC pipe meeting AWWA specification or having NSF approval for potable water pipe, with a pressure rating of 100 psi for both the pipe and the joint. The sanitary sewer line shall

be installed in a separate trench and may be placed no closer than 2 feet vertically and 4 feet horizontally from the water main, with the separation being measured from the nearest outside walls of the pipes. The sanitary sewer shall be constructed lower than the water main.

C. When a sanitary sewer must cross a water main and the 9 feet required separation cannot be maintained, the sanitary sewer may be constructed with a minimum clear separation between the outside diameters of the two pipes of 6 inches if that part of the sanitary sewer within 9 feet of the water main is constructed of ductile iron pipe or PVC pipe meeting AWWA specifications, having a 150 psi pressure rating and equipped with pressure type joints. One length of the sewer pipe must be centered on the water main and where possible, the sanitary sewer should pass under the water line.

D. When the 9 foot required separation cannot be maintained and a sanitary sewer force main must be constructed parallel to a water main, the sanitary sewer force main shall be constructed of ductile iron or PVC pipe meeting AWWA specifications and having a pressure rating of 150 psi and equipped with pressure type joints. The force main must be constructed with a minimum vertical separation of 2 feet and a minimum horizontal separation of 4 feet measured between the outside diameters of the pipes. The force main must be constructed lower than water main.

Table I showing separation of water and sewer lines and construction materials allowed:

TABLE 1
SEPARATION OF WATER AND SEWER LINES

Condition	Location	Material		Separation (Min.)		Comments
		Water	Sewer	Vert.	Horiz.	
NEW WATER AND NEW SEWER SYSTEM						
New Water & New Sewer Gravity Sanitary Sewer Parallel to Water Main	Water above Sewer	Std.	CI DI PVC 150 PSI	2’	4’	Separate Trenches
Gravity Sanitary Sewer Crossing Water Main	Water above Sewer or Sewer above Water	Std	CI DI PVC. 150 PSI	6”	NA	Center one joint of sewer pipe on water main
Gravity Sewer Crossing Water Main	Water above Sewer	Std	ABS, Clay Conc. composite	2’	NA	Cement stabilize sand initial backfill zone each side of crossing. Center of sewer for 9 ft one joint of sewer pipe on water Main
NEW WATER AND EXISTING SANITARY SEWER						
New Water Parallel Existing Sewer	Water above Sewer	Std.	Clay, Conc. ABS CI DI PVC	2’	4’	If sewer shows no sign of leakage, then leave sewer alone. If Sewer shows signs of leakage, then repair or replace.
New Water Crossing Existing Sewer	Water above Sewer	Std	Clay, ABS Conc. composite	2”	NA	If sewer shows no sign of leakage, then leave sewer alone if sewer shows signs of leakage then repair or replace.
New Water Crossing Existing Sewer	Sewer above Water	Std	Clay, ABS Conc. composite	2’	NA	Replace existing sewer with one joint CI,DI,PVC-150 Centering over waterline
New Water Parallel to Existing Sewer	Sewer above Water	Std	Clay, ABS Conc. composite	2’	4’	Replace existing sewer with CI, DI, PVC – 150 PSI or Cement Stabilized sand back- fill initial Backfill none of sewer where parallel closer than 9 ft., or Encase the water in 150 PSI Pipe two nominal sizes larger.

EXISTING WATER AND NEW SANITARY SEWER						
New Sewer parallel Existing Water	Water above Sewer Or Sewer above Water	Std	CI DI PVC 150 PSI	2'	4'	Separate trenches
New Sewer crossing Existing Water	Water above Sewer or Sewer above water	Std	CI DI PVC 150 PSI	6"	NA	Center one joint of sewer pipe on water main.
New Sewer crossing Existing Water	Water Above Sewer	Std	Clay, ABS Conc. composite	2'	NA	Cement Stabilize sand initial backfill zone of sewer for 9 ft each side of crossing. Center one joint of sewer pipe on water main.

3.05 EXCAVATION

A. Excavation of every description and of whatever materials encountered shall be made to the alignment and depth shown on the plans or as directed by the Engineer. Excavation shall be made by open cut. Sides of trenches shall be kept as nearly vertical as possible and the trench shall be so braced, sheeted and drained that workmen may work safely and efficiently therein. The trenches shall be sufficiently straight between designated angle points to permit the pipe to be laid true to line in the approximate center of the trench.

B. The trench width may vary with and depend upon the depth of trench, the diameter of pipe to be laid and the nature of the material to be excavated; but in any case shall be of ample width to permit the pipe to be laid and jointed properly and the backfill to be placed and compacted properly. The minimum width of unsheeted trench shall be 18 inches. The maximum clear width of trench at the top of the pipe shall be not more than two (2) feet greater than the outside diameter of the pipe for pipes up to 33" diameter except by consent of the Engineer. Whenever, for any reason, the maximum trench width is exceeded, the Contractor shall provide, at his own expense, pipe of higher class and/or bedding adequate to sustain the increased soil load as calculated by the Engineer.

C. Trenches shall be undercut to provide for the class bedding specified and/or shown on the plans. Bell holes shall be excavated to insure the pipe resting for its entire length upon the bedding material. Where trenches are under-cut beyond the depth required for bedding the trench shall be brought to grade by using crushed aggregate as specified for foundation herein. The use of loose native soil will NOT be permitted for this purpose.

D. No pipe shall be laid in water. Where the ground water table is at or above trench bottom, the Contractor shall de-water the trench to permit the pipe to be laid on a solid foundation.

   Costs for de-watering by whatever method selected shall be considered incidental to the price bid per foot of pipe.

   The Contractor shall discharge pumps to the natural drainage channels, or if permitted, to other sewer or drains.

Where sewer pipelines are located in or across streambeds or drainage ditches, the Contractor shall divert the stream flow and de-water each section as the work progresses.

E. Temporary support, adequate protection and maintenance of all underground and surface utility structures, drains, sewers, and other obstructions encountered in the progress of the work shall be furnished by the Contractor at his own expense under the direction of the Engineer.

F. Whenever wet, soft or unstable soil, incapable of properly supporting the pipe, manholes or other structure is encountered in the trench, a further depth and/or width shall be excavated and refilled to trench bottom grade with gravel or other approved suitable material thoroughly compacted to assure a firm foundation for the pipe.

G. Rock, boulders and large stones shall be removed to provide a clearance of at least six (6) inches below the outside barrel of the pipes, valves, or fittings and to a clear width of six (6) inches on each side of all pipe and appurtenances for pipe 15 inches in diameter or less, and a clear width of nine (9) inches on each side of all pipe and appurtenances for pipe larger than 15 inches in diameter. Adequate clearance for properly joining pipe laid in rock trenches shall be provided at bell holes. The space between the rock at the bottom of the trench and the bottom of the pipe barrel shall be filled with compacted bedding material.

H. The Engineer shall be notified of any need for blasting to remove materials which cannot be broken up mechanically, and there shall be no blasting operations conducted until the Engineer's approval has been secured. Blasting operations will be allowed only when proper precautions are taken to protect life and property, and then shall be restricted as the Engineer directs. The Contractor shall assume full responsibility for any damage caused by blasting, regardless of the requirements for notification and approval. The Contractor shall secure any required permits for blasting and shall conduct blasting operations in conformance with all applicable State and local laws, regulations and ordinances.

I. In the event the Contractor desires to employ tunneling in locations other than as shown on the Plans in order to avoid replacement of sidewalks, etc., he shall do so only upon receipt of specific permission from the Engineer. Tunneling of this nature shall be considered incidental.

J. Excavated materials will be classified for reuse as being either suitable or unsuitable for backfill or other specified use.

3.06 SPECIAL SAFETY PROVISIONS

1. TRENCH SAFETY SYSTEMS

A. DESCRIPTION

This item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project and including all additional excavation and backfill necessitated by the safety system. A trench shall be defined as a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet. The depth is five feet or more. Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, de-watering or diversion of water to provide adequate drainage.

B. CONSTRUCTION METHODS

Trench safety systems shall be accomplished in accordance with the detailed specifications set out in the provisions of Excavation, Trench, and Shoring, Federal Occupational Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, Subpart P, as amended, including Proposed Rules published in the Federal Register (Vol. 52, No. 72) on Tuesday, October 31, 1989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652. Legislation that has been enacted by the Texas Legislature, being Tex. Rev. Civ. Stat. Ann. Arts. 1015q, 2368a.6 (Vernon Supp. 1988) with regard to Trench Safety Systems, is hereby incorporated, by reference into these specifications.

A reproduction of the OSHA Publication 2226 is attached for the convenience of the Contractor. The City assumes no responsibility for the accuracy of the reproduction or that it reflects current law. The Contractor is responsible for obtaining a copy of this section of the Federal Register for his use.

If the contractor elects to use a trench protective system that, in the Proposed Rules, requires “Design by a qualified person or a qualified engineer,” [For example see 1926.652 (b) (3) and 1926.652 (c) (4)], a “qualified person or qualified engineer” shall be a Professional Engineer registered in the State of Texas. The Contractor is responsible for obtaining boring and soil analysis as required for the planned design. The trench excavation is to be designed in conformance with OSHA standards and regulations.

C. TRENCH SAFETY PROGRAM

The Contractor shall submit a safety program specifically for the construction of trench excavation. The trench safety program shall be in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

D. INSPECTION

The Contractor shall make daily inspections of the Trench Safety Systems to ensure that the systems meet OSHA requirements. Daily inspection is to be made by a "competent person" provided by the Contractor. If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench. It is the sole duty, responsibility and prerogative of the Contractor, not the owner or the Engineer, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The Contractor shall maintain a permanent record of daily inspections.

2. SAFETY RESTRICTIONS - work near high voltage lines

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

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

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

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

C. When necessary to work within six feet of high voltage electric lines, notification shall be given the power company who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. The notifying department shall maintain an accurate log of all such calls to the Power Company, and shall record action taken in each case.

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

3.07 PIPE LAYING

A. All gravity pipe shall be laid using approved grade boards, furnished and set by the Contractor at no additional cost to the Owner, according to the grade stakes established by the Engineer. The maximum spacing of grade boards shall be fifty (50) feet. No sewer shall be laid unless there is a minimum of three grade boards set to check the proper grade and alignment ahead. The Contractor shall provide and use a suitable grade rod to insure the proper grade of the pipe.

B. The Contractor may use the laser beam method of setting a line and grade for the sewer by using the laser beam coaxially through the center of the sewer being laid. The laser beam projector is to be rigidly mounted to its support platforms, with a two-point suspension, or equivalent, assuring that all ground and equipment vibrations are kept to an absolute minimum. The Contractor shall furnish all equipment including equipment necessary to control atmospheric conditions in the pipe to keep line and grade to acceptable standards of accuracy. Competent experienced people who have been properly trained to operate the equipment used must operate the laser beam system.

C. The Contractor shall stake check pegs at all manholes throughout the job. Check pegs midway between manholes and any other checkpoints deemed necessary to assure accuracy of the equipment shall be provided by the contractor.

D. Each piece of pipe and special fitting shall be carefully inspected before it is placed and no defective pipe shall be laid in the trench. Pipe laying shall proceed upgrade, starting at the lower end of the grade and with the bells uphill. No pipe shall be laid except in the presence of an inspector representing the Engineer. Any pipe laid except in the presence of an inspector representing the Engineer shall be subject, at the contractor's expense, to a television camera inspection and survey by the city. Trench bottoms found to be unsuitable for foundations after pipe laying operations have started shall be corrected and brought to exact line and grade with approved compacted granular material as specified for foundation in Item 2.07 A. of these specifications.

E. Pipe laying shall proceed up-grade with spigot or tongue ends pointing in the direction of flow. The spigot shall be centered in the bell, and pipe shoved into position, and brought into true alignment. It shall be secured there with bedding material carefully tamped under and on each side of it, excepting at bell holes. Care shall be taken to prevent dirt from entering the joint space.

F. Any defective or damaged pipe discovered after the line is laid or any gravity pipe, which has had its grade or joint, disturbed after laying shall be removed and replaced or relayed. The section of line in which such damaged or displaced section is discovered shall be retested after corrections are made.

G. Where excavation for buildings or other portions of the work have been carried below the line and grades of the pipe, thorough tamping of approved crushed stone backfill and the use of adequate bracing and blocking under the pipe will be required to insure against settling and shearing of the pipe. In areas where noted on plans, Portland cement stabilized material or concrete shall be used for backfill to provide adequate bracing for pipe and protection of structures.

H. All manhole connections for PVC or other Polymer based pipe shall be made using "A Lok Gaskets" or "Kor-N-Seal" boots or other approved water stop devices. Only Portland cement grout that expands upon curing or approved non-shrink grout will be incorporated into any manhole connection.

I. Connections to manholes for other types of pipe shall be in accord with the pipe manufacturers specifications and other applicable requirements of these specifications. The resulting joint shall meet the leakage test requirements of these specifications.

J. The exposed end of all pipes shall be fully protected with a stopper or bulkhead at the end of each day's work to prevent earth, debris, small animals, or other substances from entering the pipe. The interior of the sewer shall be carefully freed from all dirt, jointing compound, or superfluous material of every description as the work progresses.

3.08 CONNECTION AND ASSEMBLY OF JOINTS

1. JOINING PVC OR OTHER POLYMER BASED PIPE

A. The type of joint and the material to be used shall be as shown on the plans or specified herein. Factory cast compression joints shall be free of dirt and lubricated before inserting the barrel into the bell. After the spigot is centered in the bell, the pipe shall be shoved home solidly by using a wood block and bar. The Contractor shall keep the ends of the pipe closed to prevent dirt and other material from entering the pipe during placement. All joints must be water tight, and any leaks or defects discovered must be repaired immediately. Any pipe, which has been disturbed after being laid, must be taken up, the joint cleaned and properly relayed as directed by the Engineer.

Lubricant used shall be as recommended by the pipe manufacturer.

B. Field-cut pipe must be beveled for insertion into the gasketed bell or coupling. Bevels can be made with a hand or power tool. Bevels shall be made to pipe manufacturer's specifications. If pipe manufacturers specifications are not available the bevel may be made at 15 degrees to the longitudinal axis of the pipe through one half (l/2) the wall thickness.

C. After pipe has been cut and beveled, a new full insertion mark located as recommended by the pipe manufacture shall be made using a felt tip pen. The contractor may determine the location of the insertion mark by measuring the mark location on a factory marked joint of pipe if manufacturer's specifications are not available.

2. JOINTING CORRUGATED STEEL PIPE

A. Gaskets for corrugated steel pipe shall be "O" Ring or sleeve types. Sleeve gasket shall be carefully placed on one joint of pipe. When the pipe is aligned and brought end to end the gasket shall be carefully centered over the joint between the ends of the pipe. "O" ring gasket shall be installed in accordance with the manufacturer's recommendation.

B. When "O" ring gaskets are furnished a flat gasket shall be furnished and placed between the overlapping portions of the band. The gasket shall extend the full width of the band and shall be of sufficient depth to assure a watertight joint.

C. The coupling band shall be carefully centered over the joints and tightened to the pipe manufacturer specifications. Care shall be taken during the tightening process to assure a snug uniform fit for the entire circumference of the pipe.

3. PROTECTING AND COVERING JOINTS

A. The contractor shall keep the ends of the pipe closed during the time of construction to prevent the entry of dirt, debris, small animals and other foreign objects.

B. Joints shall not be covered until approved by Engineer or his representative. Connections, which are for future use, shall be properly capped.

3.09 CONNECTIONS TO EXISTING STRUCTURES

A. Where shown on the plans, the contractor shall connect the new sewer to existing manholes. If no stub out is present in the existing manhole for such connection, the contractor shall construct such connection by making a hole in the side of the existing manhole using a coring machine or other approved method and installing a “KOR N Seal” boot as manufactured by N.P.C. Systems, Inc. or other approved water tight manhole connector.

The contractor shall use caution in constructing the connection to the existing manhole. Damage to the manhole that, in the opinion of the Engineer, would impair the use and/or function of the manhole shall be just cause to require the contractor to reconstruct the manhole at contractor’s expense. Such damage shall include but not be limited to cracking of the manhole riser section, spalling around the connection significantly reducing manhole wall thickness or excessive oversize in the opening for the new connection requiring any filler other than the manhole connector and/or non-shrink grout specified.

The contractor shall make such changes in the invert of the manhole as may be necessary to provide a smooth flow of the water through the manhole. Any connection to existing structures required in the Plans shall be accomplished by the Contractor and shall be incidental item with no direct compensation being made unless listed as a pay item in the bid proposal.

B. If the work consists of the construction of a sewer that is to replace an existing sewer, all of the existing service lines shall be kept in operation and connected to the new line.

C. Connections shall be made to all existing sewer lines in the vicinity of the work by removing a section of the sewer for the existing line and inserting in the space a tee branch of proper size, or by the construction of a manhole, regulator chamber of other structure as shown on the Drawings.

D. Connections to building services shall be made in a neat and workman like manner. Clean out plugs shall be installed wherever feasible, by making the connections with a standard wye or tee-wye. When clean out plugs are installed they should be located as near the right of way line as practical.

3.10 BACKFILL OPERATIONS

1. GENERAL

A. All pipeline excavations shall be backfilled in a manner that will restore pre-existing conditions as the minimum requirement and fulfill all supplementary requirements indicated in the Plans and Specifications. The backfilling operations shall be started as soon as conditions will permit on each section of pipeline, so as to provide continuity in subsequent operations and restore normal public service as soon as practicable on a section-by-section basis. All operations shall be pursued diligently, with proper and adequate equipment, to assure acceptable results.

B. For this specification backfill is defined as any material placed in the trench above the bedding zone other than the pipe or conduit and appurtenance.

For flexible pipe the backfill between the bedding material and the crown of the pipe shall be crushed stone suitable for encasement as specified in article 2.07 of the specifications. When Portland cement stabilized backfill is used above the pipe zone; the crushed stone encasement shall extend to 1' above the crown of the pipe.

C. Depositing of the backfill shall be done so the shock of falling material will not injure the structure. Grading over and around all parts of the work shall be done as directed by the Engineer.

D. Whenever soil types which are determined by the Inspector to be undesirable for backfill are excavated from the trench, such material shall be hauled away and deposited at locations shown on the plans or as directed by the Engineer at no additional compensation.

E. Backfill materials placed in the pipe zone shall be carefully placed in relatively uniform depth layers spread over the full width and length of the trench section in a manner and/or sequence that will provide simultaneous support on both sides of the pipeline. Each layer shall be compacted effectively, by approved mechanical of hand methods, until there is no further visual evidence of increased consolidation. Above the pipe zone the backfill material shall be placed uniformly across and along the trench in depth suitable for the compaction method used and compacted to a minimum of the density specified for the material used and the trench location. Compaction of the in place layer shall be completed acceptably before placing material for a succeeding layer thereon.

The manner of placement, layer thickness, compaction equipment, and procedure effectiveness shall be subject to approval of the Engineer. Water jetting or flooding shall NOT be used to compact trench backfill.

F. Compaction of materials placed within the pipe bedding and encasement zones shall be accomplished with portable or hand equipment methods, so as to achieve thorough consolidation under and around the pipe and avoid damage to the pipe. Above the pipe zone, the use of heavy roller type compaction equipment shall be limited to safe pipe loading.

G. The maximum loose thickness of each backfill layer placed above the pipe zone shall be 12 inches, except that 16 inches will be permitted for Granular Materials placed above an elevation one foot above the top of pipe, and with the provision that, by authority of the Engineer and in consideration of the demonstrated capability of special type vibratory compactors, these maximums may be increased at his discretion. “Hydro tamps”, “vibra tamps” or other heavy compacting equipment shall not be used until the backfill has reached a depth of four (4) feet above the top of the pipe.

H. All surplus or waste materials remaining after completion of the backfilling operations shall be disposed of in an acceptable manner within 24 hours after completing the backfill work on each particular pipeline section. Disposal at any location within the project limits shall be as specified, or as approved by the Engineer; otherwise, disposal shall be accomplished outside the project limits at the Contractor’s discretion. The backfilling and surplus or waste disposal operations shall be a part of the work required under the pipeline installation items, not as work that may be delayed until final cleanup.

I. For the duration of the warranty period of the project, the Contractor shall assume full responsibility and expense for all backfill settlement and shall refill and restore the work as directed to maintain an acceptable surface condition. All additional materials required shall be furnished without additional cost to the Owner.

2. BACKFILL IN PUBLIC RIGHTS-OF-WAY AND OTHER AREAS WHERE SETTLEMENT IS CRITICAL

A. GENERAL REQUIREMENTS

(1). Backfill above the pipe zone in public rights-of-way and under paved parking lots, near structures or other utilities where settlement can cause damage shall be made using Portland cement stabilized backfill or crushed stone screenings (crusher fines).

The pipe zone is defined as that portion of the trench extending from the bottom of the trench to 12” above the crown of the pipe or conduit.

(2) Backfill around structures such as manholes, junction boxes, transformer boxes and valve boxes shall be made using Portland cement stabilized backfill material or crushed stone screening (crusher fines).

(3) The minimum depth of stabilized backfill or crusher fines shall be twelve (12”) inches.

When utilities are being constructed under existing paving, the stabilized backfill or crusher fines shall extend from top of the pipe zone to the top of the base course.
When utilities are being constructed under existing unpaved streets that are not scheduled for immediate pavement construction, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the existing roadway surface.

When utilities are being constructed in streets that are scheduled for immediate paving, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the bottom edge of the eight (8”) inches of subgrade, or, if the paving contractor has constructed a portion of the roadway prior to the construction of the utilities the backfill shall extend to the top of the course the contractor has finished, or the top of the base course, which ever is lower.

If the final course of asphaltic concrete has been placed, the street or alley surface shall not be cut for utility installation.

In streets where stabilized backfill is required only to the bottom of the subgrade course, the minimum depth of stabilized backfill may be reduced to six (6”) inches in which case the maximum depth of the “pipe zone” shall be limited to six (6”) inches above the top of the utility line or conduit.

B. BACKFILL MATERIALS

(1) Portland cement stabilized backfill shall consist of caliche base material, blow sand or native soil stabilized by the addition of Portland cement. Crushed stone or concrete aggregate shall NOT be used.

When Portland cement stabilized backfill is to be used, the contractor shall submit a mix design prepared by an approved commercial laboratory for approval before the trenching operation is begun. When native soil is to be used samples may be taken along the proposed route by boring or other approved means. Samples must be representative of the full trench depth.

The mix design shall be such that the minimum 7-day compressive strength is 150 psi when tested according to test method Tex 418-A.

The minimum cement content for Portland cement stabilized backfill shall be 1 sack per cubic yard.

Cement used in Portland cement stabilized backfill shall be Type I or Type II conforming to the requirements of ASTM Designation C150.

Caliche used for Portland cement stabilized backfill shall be crushed material conforming to Texas State Department of Highways and Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges Item 248 Type F, Grade 2.

Blow sand used for Portland cement stabilized backfill shall be clean, free from organic matter, clay lumps, rock and other deleterious matter.

Native soil used for Portland cement stabilized backfill shall be clean, free of clods and organic matter, and free of rock in excess of 2”.

(2) Crushed stone screening (crusher fines) used for back fill shall be sharp grained particles of crushed stone conforming to the requirements of Article 2.07 of these specifications.

(3) Trencher excavated rock material shall be screened so that the largest diameter material is less than 2". The screened rock material used for backfill shall have sufficient moisture added so that the backfill will bind with the fines. The rock material backfill shall be tamped or compacted in two (2) foot lifts. A sheeps foot roller shall not be used unless there is two (2) feet or more compacted backfill above the pipe bedding.

C. BACKFILL CONSTRUCTION

(1) Portland cement stabilized caliche backfill or Portland cement stabilized native soil backfill may be constructed using either the "dry" method or the "wet" method.

(a) The dry method of stabilized backfill construction consists of dry mixing of the cement and caliche or soil to produce a homogenous mixture then adding and mixing sufficient water for proper compaction and hydration of the cement. The water content of the mixture will be approximately one to two percent above the optimum moisture for soil compaction. The mixing may be accomplished by using batch mixers or on the job site by "blade mixing" or other suitable method to produce the desired backfill material. The mixed material shall be placed in lifts of up to a maximum of 12 inches and compacted to ninety-five (95%) modified proctor densities by use of suitable compacting equipment.

(b) In the "wet" method of cement stabilized backfill construction, the materials shall be mixed in an approved concrete batching plant or mixer to the consistency of concrete and placed as concrete would be placed. The slump of the backfill material shall be such that all voids will be filled, approximately four (4") to six (6") inches. The backfill shall be consolidated by rodding or by the use of mechanical vibrators.

Portland cement stabilized blow sand backfill shall be mixed and placed by the "wet" method as described above.

Crushed stone screening (crusher fines) shall be wetted uniformly throughout with sufficient moisture to assure proper compaction before being placed in the trench. The moistened crushed stone screening (crusher fines) shall be placed in maximum lifts of twelve inches and consolidated using vibratory type compaction equipment except when it has been demonstrated that the compaction equipment employed will adequately compact deeper lifts in which case the maximum depth of a lift shall be limited by the capabilities of the equipment used.

Tests to determine the compacted density of the backfill shall be ordered by the Engineer if in his opinion the compaction is not adequate. Test showing a minimum compacted density of 90%-modified proctor will be deemed adequate.

3. BACKFILL OUTSIDE OF PUBLIC RIGHTS-OF-WAY WHERE SETTLEMENT IS NOT CRITICAL

A. In areas outside of public rights-of-way and in the absence of special work item requirements the backfilling shall be accomplished with the use of suitable materials selected from the excavated materials to the extent available and practical. Should the materials available from the trench section be unsuitable or insufficient, the required additional materials shall be furnished from outside sources at the Owners expense.

B. Suitable material shall be defined as a mineral soil reasonably free of foreign materials (rubbish, debris, etc.) frozen clumps, oversize stone, rock, concrete or bituminous chunks and other unsuitable materials, that may damage the pipe installation, prevent thorough compaction, or increase the risks of after settlement unnecessarily. Material selection shall be such as to make the best and fullest utilization of what is available, taking into consideration particular needs of different backfill zones. Material containing stone, rock, or chunks of any sort shall only be utilized where and to the extent there will be no detrimental effects.

C. The backfill material placed in this area shall be compacted by suitable means to a minimum density equal to the density of the undisturbed surrounding soil. City Engineer MUST approve water flooding as a means of compaction.

4. TRENCH BACKFILL BEHIND CURB AND GUTTER

A. When utilities are placed behind the curb in paved streets and other landscaped areas the backfill shall be the same as elsewhere in the right-of-way or other applicable location except that in grassed areas and in flower beds the top six (6") inches of backfill shall be good quality top soil. When utilities are placed behind the curb in grassed or landscaped areas where no sidewalk is to be constructed and the edge of the trench is a minimum of 2 feet from the back of curb or where sidewalk is to be constructed and the minimum distance from both the back of curb and the edge of the sidewalk to the edge of the trench is 2 feet the contractor may elect to use suitable native soil for backfill. The native soil backfill shall be compacted to 95% modified proctor density to within 6" of the top of curb height. The top 6" of backfill shall be good topsoil and shall be compacted to the density of the adjacent soil.

B. Sidewalks shall be repaired by removing and replacing the complete section or sections that have been damaged. Strip patching through sidewalks will not be permitted.

The replacement sidewalk shall be of the same design and section as the walk removed and shall be of equal or better workmanship.

C. When utilities are placed in paved areas behind curbs the pavement shall be repaired as specified for street pavement.

D. Grassed areas and flowerbeds shall be restored as nearly as possible to the original condition. Care shall be taken to avoid damage to sprinkler systems.

Mail boxes and other appurtenance in the construction area. Any damage to said items shall be repaired immediately.

E. All repairs made behind the curb shall be to the satisfaction of the property owner responsible for their maintenance and/or to the satisfaction to the City Engineer.

3.11 INLET STRUCTURES AND LEADS AND CLEANOUTS FOR STORM SEWERS

A. Corrugated Galvanized Steel Slotted Drains for Nuisance water inlets only.

(1) Slotted drains shall be the sizes and lengths as shown on the plans and constructed at the locations as shown on the plans or at locations to be established on the job site.

(2) Slotted drains shall not be installed under asphalt pavement but shall have a section of concrete gutter constructed around it as shown on the detail drawings.

Slotted drains shall be protected from the entrance of debris, concrete or HMAC by closing the slot with one or two layers of heavy duct tape or similar material. In addition, the slot for slotted drain shall have a 2-½ inch or ¾ inch board attached to use as a guide for placing and edging the concrete.

Unless otherwise approved or directed by the Engineer the removal of tape and planking from the slotted drain should be accomplished as part of the final clean up.

B. Curb inlets, grate inlets and combination inlets

(1) General

Curb inlets, grate inlets and combination inlets may be pre-cast or cast-in-place at the contractor's option unless specifically shown otherwise on the plans and bid proposal.

(2) Pre-cast inlet boxes

(a) Construction and finish for pre-cast inlet boxes shall conform to details shown on the plans and all applicable requirements for pre-cast manholes.

(b) Tops for curb inlets and combination inlets may be cast in place or pre-cast. Extra care will be required in setting pre-cast tops to assure curb and gutter match.

(c) Pipe connections, bedding, setting and backfill for pre-cast inlets shall be in accord with the applicable requirements for pre-cast manholes article 3.12 of these specifications.

(3) Cast in place inlets

(a) Cast in place inlets shall be constructed of class "C" reinforced concrete as specified in item 1-B "Concrete for Structure" in these specifications.

(b) Forms for cast in place inlets shall be straight, clean and in good condition. Forms shall be properly cleaned and oiled before concrete is placed.

(c) Construction joints may be placed in cast in place inlets at locations shown on the plans. When construction joints are used, extra care will be required to assure that the joints are watertight.

(d) Cast in place inlets may be cast without outside forms if the soil conditions are such that true vertical walls can be cut and will stand during construction without sloughing or otherwise incorporation foreign materials into the concrete.

(e) When inlets are cast without outside forms, a plastic sheet lining may be required to prevent excessive loss of moisture from the concrete and/or to prevent incorporation of foreign material into the concrete.

A. Inlet Leads

(1) Inlet leads shall be constructed of corrugated steel pipe, PVC pipe or other material as called for on the plans and in the bid proposal.

(2) Construction of inlet leads shall be in accord with the applicable requirements for the type of pipe used.

(3) Junctions where two or more inlet leads are joined shall be made at clean outs or manholes.

B. Cleanouts

(1) Clean outs shall be constructed in accord with the plans and detail drawings.

(2) Construction and connections shall be in accord with the applicable specifications for construction of corrugated steel pipe manholes.

3.12 SANITARY SEWER SERVICES AND PLUGGED STUBS

A. Sanitary Sewer Services:

(1) On new sewer main construction all sewer laterals shall be constructed as part of the initial installation. Sewer wye fittings for sewer laterals in new construction shall be molded or fabricated with all gasketed connections. Four (4") inch laterals shall be installed at all single-family residences and duplex. Laterals installed for apartment complexes, commercial and industrial areas shall be a minimum of six (6") inches. Depth of laterals will be determined by depth of sewer main and applicable building codes. Laterals shall be installed using tee wyes or wyes and bends so that they will be at 90 degrees to the sewer main. Laterals shall extend to 3' minimum beyond the property line of the served lot or tract. The contractor shall install sewer laterals according to the typical sewer lateral detail and the most current revisions of the Plumbing Code.

(2) Taps into existing lines shall use a gasketed fitting in conjunction with a full circle repair sleeve coupling, except that taps into existing ductile iron sewer may be made using the Genco Model DF sewer pipe saddle (The General Engineering Co., Frederic, MD Drawing No. R-3220-D dated 12/29/82) or approved equal.

(3) Cemented mitered connections without socket reinforcement shall not be permitted. The contractor will be permitted to use fittings, which are prefabricated, using pipe sections, molded saddles and PVC solvent cement, provided the solvent cement used in fabrication has cured for at least 24 hours prior to the installation. All solvent cement fittings shall e manufactured in the shop under controlled conditions.

(4) All caps and plugs shall be braced, staked, anchored, wired on or otherwise secured to the pipe to prevent leakage under maximum anticipated thrust from internal abnormal operating conditions or test pressures from water or air.

(5) It shall be the duty of the Contractor to keep a record of sewer service wye locations with respect to the nearest downstream manhole, but the Engineer will record ties on the end of all sewer services at the property line. When installing sewer services the Contractor shall, before backfilling, contact the Engineer or his representatives, and assist him in making ties to the end of the service in the open trench. At least two ties shall be made for each service, and if backfilling proceeds before such ties are made, the Contractor shall dig up the end of all such services, with no additional compensation, for the purpose of making ties. During backfilling the Contractor shall furnish and place a vertical steel post or 2 inch by 2 inch wooden stake set flush with finished ground surface, and extending down to the end of the sewer service, a nail shall be placed in the top of the stake to allow location of the service by metal finder.

(6) The main sewer service connection shall consist of installing an in-line wye section in the main sewer line at designated locations. Saddle wye installations will be permitted only when specifically called for. Orientation of service connection fittings shall be as shown in the standard drawings unless otherwise directed by the Engineer.

(7) Where the depth of cover over the main sewer invert is greater than 8 feet (or such other maximum as may be indicated), the service connection shall be extended outward then upward by use of bends to prevent excess loading on the sewer main in accordance with the details shown in the drawings.

(8) The Contractor shall provide the necessary wyes, tees and bends to bring the service to the proper place at the property line.

(9) Wherever service line connections to the main sewer are permitted or required to be made by the open cutout method in the absence of a built-in tee or wye fitting, the connection shall be made by using an approved type coring machine or by other approved methods producing a uniform, smooth circular cut-out as required for proper fit. The cutout discs shall be retrieved and shall not be allowed to remain within the main sewer pipe. The saddle tee shall be securely fastened to the main sewer pipe by means of epoxy resin or other approved adhesive. The entire connection fitting shall be encased in concrete to a minimum thickness of six inches and as may be shown in the standard drawings.

(10)Wherever service line connections to the main sewer are required to be made by means of built-in branch tee or wye fittings, the Contractor shall, in the absence of such fitting, remove a section of the main sewer pipe and replace it with the required branch tee wye or wye section connected by means of an approved sleeve coupling.

(11)Connections of service lines to the main sewer are required to be made by means of built-in branch tee or wye fittings, the Contractor shall, in the absence of such fitting, remove a section of the main sewer pipe and replace it with the required branch tee wye or wye section connected by means of an approved sleeve coupling.

(12)The end of all service connections shall be plugged with PVC plug and sealed with plastic joint material.

(13)Crushed stone bedding and backfill material, concrete encasement and protection, etc., for service line installation shall be the same as for the sewer lines.

(14)No service connections or laterals shall be covered until they have been inspected and located by the Engineer.

B. INSTALLATION OF PLUGGED STUBS ON SANITARY SEWERS

Plugged pipe stubs for future connections to manholes and sewerage structures shall be installed where shown on the Drawings or directed by the Engineer. The pipe stubs shall be installed in accordance with the specifications and details shown on the Drawings for connecting the type of pipe used to manholes.

3.13 MANHOLES

1. General

The manholes shall be constructed at the locations shown on the plans or as directed by the Engineer and in accordance with the details shown on the plans and as specified herein. After the excavation has been completed, the subgrade for the manhole base shall be graded and leveled. A crushed stone foundation having a minimum thickness of 6 inches shall then be placed on the subgrade. The crushed stone foundation shall be leveled and consolidated before the section of the manhole is placed. Pre-cast base sections shall sit in place level and plumb and to the lines and grade as shown on the plans. Cast in place bases shall be placed around the existing sewer line in accord with the plans and detail sheet. When pre-cast manhole bases are used, riser construction may proceed when the base is set on line and grade. When cast in place manhole bases are used, riser construction may proceed when the base has set sufficiently to support the weight of the riser.

Manholes shall be of the type and material shown on the plans and called for in the bid proposal and shall conform to these specifications.

All lift holes shall be filled with approved non shrink grout and bituminous material before final acceptance. Use of bituminous material or other flowable material alone to plug lift holes will not be permitted. Voids in the invert around the sewer pipe on the

inside wall of the manhole shall be grouted with cement rich grout, to conform to the rest of the wash, in accordance with the standard manhole details.

The backfill around the manhole shall be done in accordance with the details shown on the plans and trench backfill specifications.

The Contractor shall take whatever precautions necessary to protect the manholes that are under construction. At the end of the day or at such time as the Contractor deems necessary, all manholes not completed shall be covered, sealed, plugged, etc. to prevent the inflow of storm water or other objectionable material, and to prevent animals and humans from getting into the manhole.

2. PRE-CAST CONCRETE

A. Pre-cast tub bottom sections of manholes shall be set on a crushed stone foundation or bedding according to the details shown on the plans. Care shall be exercised to assure true alignment and grade for the pipe openings.

The invert of the manhole shall be constructed of cement rich grout and shall be formed to true lines; grades and curvature to assure smooth flow through the manhole. The invert shall have a steel trowel finish.

Joints for pre-cast concrete manhole riser sections shall be made Watertight by use of bitumastic or rubber sealers or “O” ring gaskets. Both sides of the tongue and groove joint shall be painted with a bitumastic primer before assembly.

The bitumastic or rubber sealer shall be clean and pliable and shall deform under the pressure of joint closure to assure a complete water tight seal. Care shall be exercised to assure proper alignment of the joint. The walls of the completed manhole shall be straight and vertical.

B. Pre-cast eccentric cone sections and precast slab manhole tops with eccentrically located manway shall be set with the manway adjacent to the up stream side of the manhole. The joints between the cone or slab top and the manhole riser shall be sealed in the same manner as the joints between the riser section. Care shall be taken in placing the cone and or slab tops to assure the manhole ring and cover can be set to match the finished paving.

C. Pre-cast grade rings will be used, when required, to bring the manhole ring and cover up to the finished grade. Grade rings may be set using cement rich grout or bitumastic seal and such as Ram-Nek or approved equal. When cement rich grout is used, care shall be taken that the space between the cone or slab top and the first grade ring and between the grade rings are completely filled without voids.

When bitumastic sealer is used the joints shall be constructed in the same manner as the joints between the riser sections.

When pre-cast manholes with PVC or other approved polymer lining are called for on the plans and bid proposal and are furnished under this contract they shall be constructed as other pre-cast concrete manholes.

In addition the joints in the lining shall be sealed by hot air welding, use of epoxy coating, or other approved means.

3. CAST IN PLACE MANHOLE BASES

A. Cast in place manhole bases shall be used only where shown on the plans or as directed by the Engineer and shall be constructed in accord with the details shown on the plans.

B. Special care shall be taken in casting the surfaces that will mate with the first risersection to assure a smooth even fit and a watertight joint.

C. The first riser section to be used with cast in place manhole bases shall be castwithout tongue or groove. The joint between the riser section and the cast in place base shall be sealed with a bitumastic or rubber sealant in the same manner as the joints in the pre-cast riser sections.

D. Care shall be taken in forming the invert of the manhole around existing sewers to assure adequate opening for the insertion of a “go – no go” mandrel or other testing equipment and cleaning tools.

4. MANHOLE RING AND COVER

A. The tops of the manhole frame and cover (ring) shall be built to the grade shown on the plans. The cast iron frame shall be firmly embedded in mortar.

B. When pressure type manhole rings and cover are specified on storm sewer manholes they shall be bolted to the concrete slab top using the “L” bolts cast into the slab for this purpose. The joint between the ring and the concrete slab top shall be made watertight using a bitumastic or rubber seal and conforming to the requirements of these specifications.

5. CORRUGATED STEEL MANHOLES

A. Corrugated steel manholes shall be constructed in accord with the details shown on the plans and in accord with the applicable requirements for the construction of corrugated steel pipe sewers.

B. Care shall be taken during the placing of backfill around corrugated steel pipe manholes to maintain the horizontal and vertical alignment of the manhole.

C. Since full contact of the flat top slab with the cement stabilized backfill is critical the backfill shall be finished smooth and to the proper grade. A thin layer of cement rich grout shall be placed on the cement stabilized backfill immediately prior to placing the concrete slab top. The grout shall be sufficient t fill all voids between the backfill and the slab and of a consistency to be forced into the voids under the weight of the slab.

3.14 TESTING GRAVITY SEWER MAINS AND MANHOLES

A. Upon completion of the sewer construction including all wyes and service laterals and before any house drains or services are connected, all sewers shall be cleaned and lamped. All runs of sewer between manholes shall be straight and true. Leakage tests shall be made to determine the amount of ground water infiltration into the sewers. Infiltration tests shall be made when groundwater level is 18 inches or more above the top of the outside of the pipe. Measurement will be taken by means of a weir placed in the lines. The maximum allowable rate of leakage shall be 25 gallons per inch diameter per mile of pipe per 24 hours, for any section of pipe with a maximum total leakage of 200 gallons per mile per 24 hours for sanitary sewers with the exception that the maximum leakage for storm drains shall be 200 gallons per inch of diameter per mile per 24 hours with a total maximum leakage of 6,000 gallons per mile per 24 hours.

When the groundwater is not at sufficient height for infiltration testing the Contractor shall use exfiltration to test the sewer lines.

B. In lieu of the infiltration or exfiltration tests the Contractor may perform air tests on the sewers.

C. If the infiltration, exfiltration, or air tests fail to meet requirements specified herein, the Engineer reserves the right to request television work to be done to locate leaks. The Contractor shall furnish all materials and equipment necessary to accomplish all infiltration, exfiltration, air or television testing.

The Contractor shall receive no additional compensation for this testing or inspection work or for repairs of corrective work required to be done to the sewers. The exfiltration tests shall be used in areas where no ground water is present.

D. Test Procedure Hydrostatic (Exfiltration)

(1) The test section shall be bulk headed and the pipe subject to a hydrostatic pressure produced by a head of water at a depth of three (3) feet above the invert of the sewer at the upper manhole under test. In areas where ground water exists, this head of water shall be three feet above the existing water table.

(2) This head of water shall be maintained for a period of one hour during which it is presumed that full absorption of the concrete manhole body has taken place and thereafter for a further period of one (1) hour for the actual test of leakage. Fiber glass manholes are exempt from the one hour absorption requirement. During this one (1) hour test period, the measured maximum allowable rate of exfiltration for any section of sewer shall be the same as allowed for the infiltration test.

E. TEST PROCEDURE AIR

(1) Where the Contractor elects to air test, he shall perform these tests with equipment similar to Air-Loc equipment manufactured by Cherne Industrial, Inc. Hopkins, Minnesota.

(2) The air test shall be made when the sewer is clean. The line shall be plugged at each manhole with pneumatic balls. Low pressure air shall be introduced into the plugged line until the internal air pressure reaches 4.0 psig greater than the average

back pressure of any ground water pressure that may submerge the pipe. At least two (2) minutes shall be allowed for the air temperature to stabilize before readings are taken and the timing started.

(3) When testing pipes 14 inches and less in diameter between consecutive manholes, the portion being tested shall pass if it does not lose air at a rate to cause the pressure to drop from 4.0 to 3.0 psig (greater than the average back pressure of any groundwater that may submerge the pipe) in less time than listed as calculated from Table 1.

When testing pipes greater than 15 inches in diameter between consecutive manholes the portion being tested shall pass if it does not lose air at a rate to cause the pressure to drop from 3.5 psig 3.0 psig (greater than the average back pressure of any groundwater that may submerge the pipe) in less time than that shown in or calculated from Table II.

TABLE I
Specification Time Required for a 1.0 PSIG Pressure Drop for Size and Length of Pipe indicated for Q = 0.0015

Specification Time for Length (L) Shown (min: sec)											
1	2	3	4 (xL)	100 ft.	150 ft.	200 ft.	250 ft.	300 ft.	350 ft.	400 ft.	450 ft.
4	3:46	597	.380	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46
6	5:40	398	.854	5:40	5:40	5:40	5:40	5:40	5:40	5:42	5:42
8	7:34	298	1.520	7:34	7:34	7:34	7:34:	7:36	8:52	10:08	11:24
10	9:26	239	2.374	9:26	9:26	9:26	9:53	11:52	13:51	15:49	17:48
12	11:20	199	3.418	11:20	11:20	11:24	14:15	17:05	19:56	22:47	25:38
15	14:10	159	5.342	14:10	14:10	17:48	22:15	26:42	31:09	35:36	40:04
18	17:00	133	7.692	17:00	19:13	25:38	32:03	38:27	44:52	51:16	57:41
21	19:50	114	10.470	19:50	26:10	34:54	43:37	52:21	61:00	69:48	78:31
24	22:40	99	13.674	22:47	34:11	45:34	56:58	68:22	79:46	91:10	102:33
27	25:30	88	17.306	28:51	43:16	57:41	72:07	86:32	100:57	115:22	129:48
30	28:20	80	21.366	35:37	53:25	71:13	89:02	106:50	124:38	142:26	160:15
33	31:10	72	25.852	43:05	64:38	86:10	107:43	129:16	150:43	172:21	193:53
36	34:00	66	30.768	51:17	75:55	102.34	128:12	153:50	179:29	205:07	230:46

1. Pipe Diameter (in.)
Minimum Time (min:sec)
Length for Minimum Time (ft.)
Time for Longer Length (sec)

NOTE: When using column 4 multiply the number in column 4 opposite the pipe diameter by the length of pipe of that diameter and sum the times for the various pipe size in the run being tested. Computations shall include lengths for service connection laterals.

Table II
Specification Time Required for 0.5 PSIG Pressure Drop for Size and Length of Pipe Indicated for Q + 0.0015

Specification Time for Length (L) Shown (min: sec)											
1	2	3	4 (xL)	100 ft.	150 ft.	200 ft.	250 ft.	300 ft.	350 ft.	400 ft.	450 ft.
4	1:53	597	.190	1:53	1:53	1:53	1:53	1:53	1:53	1:53	1:53
6	2:50	398	.427	2:50	2:50	2:50	2:50	2:50	2:50	2:51	3:12
8	3:47	298	.760	3:47	3:47	3:47	3:47	3:48	4:26	5:04	5:42
10	4:43	239	1.187	4:43	4:43	4:43	4:57	5:56	6:55	7;54	8:54
12	5:40	199	1.709	5:40	5:40	5:40	7:08	8:33	9:58	11:24	12:50
15	7:05	159	2.671	7:05	7:05	8:54	11:08	13:21	15:35	17:48	20:02
18	8:30	133	3.846	8:30	9:37	12:49	16:01	19:14	22:26	25:38	28:51
21	9:55	114	5.235	9:55	13:05	17:27	21:49	26:11	30:32	34:54	39:16
24	11:20	99	6.837	11:24	17:57	22:48	28:30	34:11	39:53	45:35	51:17
27	12:45	88	8.653	14:25	21:38	28:51	36:04	43:16	50:30	57:42	46:54

30 33 36	14:10 15:35 17:00	80 72 66	10.683 12.926 15:384	17:48 21:33 25:39	26:43 32:19 38:28	35:37 43:56 51:17	44:31 53:52 64:06	53:25 64:38 75:55	62:19 75:24 89:44	71:13 86:10 102:34	80:07 96:57 115:23

1 Pipe Diameter (in.)
2 Minimum Time (min:sec)
3 Length for Minimum Time (ft.)
4 Time for Longer Length (sec)

NOTE: When using column 4 multiply the number in column 4 opposite the pipe diameter by the length of pipe of that diameter and sum the times for the various pipe size in the run being tested. Computations shall include lengths for service connection laterals. All service plugs shall be secured in place to prevent displacement during testing operation.

F: DEFLECTION TEST

Deflection tests shall be performed on all flexible pipe, the tests shall be conducted after the backfill has been in place at least 30 days. No pipe shall exceed a deflection of 5 percent. The deflection tests shall be run using a Go-No-Go mandrel having a diameter equal to 95 percent of the inside diameter of the pipe. The tests shall be performed without mechanical pulling device, any pipe not meeting the deflection test shall be excavated and re-bedded at no cost to the owner.

The Contractor at no additional cost to the owner shall furnish the Go-No-GO Mandrel.

Upon completion of all tests, the Contractor shall provide personnel to remove each manhole cover in the presence of the Engineer's representative for inspection and depth measurement.

G. TESTING SANITARY SEWER MANHOLES

All sanitary sewer manholes shall be tested for water tightness by one of the following methods.

Manholes, except those in streets scheduled for immediate paving, shall be complete, having all adjusting rings and cover rings in place and shall be backfilled prior to testing.

Manholes in streets scheduled for immediate paving shall be complete as described above except those acceptance tests shall be made at the top of the cone section.

(1.) Vacuum Test

a. General

This item will govern the testing of all sanitary sewer manholes. All connections to manholes including drop connections shall be in place before testing.

b. Equipment

Equipment for vacuum testing manholes shall be:
MANHOLE VACUUM TESTER as manufactured by:

P.A. Glazier, Inc.
P.O. Box 1002
Worcester, MA. 01613

Or

THE CHERNE AIR-LOC MANHOLE TESTER as manufactured by:

Cherne Industries, Inc.
5700 Lincoln Dr.
Minneapolis, MN 55436-1695

Or approved equal.

c. Preparation for Testing

All connections to the manhole; except plugged stubs for future line extensions, shall be plugged using suitable pneumatic plugs. Line plugs shall be placed at a point outside of the manhole wall (approximately 8" to 10" into the sewer pipe). Drop connections shall be plugged at a point up stream from the drop.
All plugs, pipe connections and plugged stub outs shall be adequately braced to prevent them being drawn into the manhole when vacuum is applied.

d. Testing

The contractor shall set the test equipment in place and operate it in accord with the manufacturer instructions. A copy of these instructions shall be kept on the job site and shall be available to the inspector when tests are performed. When equipment is properly set up a vacuum of 10" of mercury (Hg) shall be drawn and the vacuum line valve closed. After the vacuum pump is shut off the hose shall be disconnected before the test is started.

Note: Vacuum must be at 10" Hg when test is started. The contractor may wish to draw up to 10.5" Hg vacuum and then bleed back to 10" Hg before starting the test. The test shall pass when the minimum time for the vacuum to drop from 10" Hg to 9" Hg is greater than the time shown in the following table:

TABLE 1: Minimum test times for various manhole diameters.

	DIAMETER		
Depth Feet	48"	60"	72"
8'	0:20	0:26	0:33
10'	0:25	0:33	0:41
12'	0:30	0:39	0:49
14'	0:35	0:46	0:57
16'	0:40	0:52	1:05
18'	0:45	0:59	1:13
20'	0:50	1:05	1:21
* ADD	0:05	0:06.5	0:08

Any manhole that fails the test shall be repaired and retested until it passes the test.

e. Contractors Optional Test

The contractor, at his option may wish to test manholes before they are backfilled to assure himself that the manhole is sound.
Manholes that fail the test prior to being backfilled may be repaired under vacuum by coating the area of the leak with a liquid quick setting grout allowing the grout to be drawn into the opening until the leak is stopped.

Manholes will not be accepted on the bases of this test.

f. Fiberglass Manholes

Fiberglass manholes may be tested in the same manner as concrete manholes except that all repairs to the fiberglass body of the manhole shall be made using materials furnished by the manufacturer. Repairs shall be made in accord with the manufacturer instructions.

g. No separate payment will be made for vacuum testing of manholes, but the cost shall be considered incidental to furnishing and construction of manholes as bid in the bid proposal.

2. HYDROSTATIC TESTING

a. General

This item shall govern the hydrostatic testing of manholes and may be used as an alternative to vacuum testing by the contractor.

All connections to manholes including drop connections shall be in place prior to testing manholes.

b. Testing

All connections to the manhole, except plugged stubs installed for future line extensions, shall be plugged upstream from the drop.

Plugs in pipe connections must be placed outside the manhole wall (approximately 8” to 10” into the pipe).

The manhole shall then be filled to the top of the cast iron ring (or top of the cone section for manholes in streets scheduled for immediate paving) and allowed to stand for a minimum of one hour to allow for absorption by the components of the manhole. The inspector may extend the absorption period if it appears that the manhole has not reached a stable state.

The manhole shall then be refilled to the top of the ring (or cone) and allowed to stand for up to 24 hours.

The manhole shall be checked at the end of 4 hours and will be deemed to have passed if no perceptible loss has occurred – if loss has occurred the manhole will be checked after the 24 hour period and will be considered to have passed if loss does not exceed the following schedule

Depth Ft.	Loss Inches
0 - 10’	.2
10 – 20’	.4
20 - 30’	.6

c. No separate payment will be made for Hydrostatic Testing of manholes but the cost shall be considered as incidental to furnishing and constructing manholes as bid in the bid proposal.

H. TELEVISING NEW SEWER LINES

It is the city’s intention to televise all new sanitary sewer lines for record purposes.

Immediately after the contractor completes all testing of sanitary sewer lines and manholes he shall leave all manholes accessible for televising and make allowances for the city’s camera crews working on the project site.

The contractor at his own expense before final acceptance must correct any defects discovered during the televising of sanitary sewers.

3.15 RESTORATION

A. Whenever any surface improvements such as pavement, curbing, pedestrian walks, fencing, or turf have been removed, damaged or otherwise disturbed by the Contractor’s operations, they shall be repaired or replaced to the Engineers satisfaction, to restore the improvement in kind and structure to the pre-existing condition. Each item of restoration work shall be done as soon as practicable after completion of installation and backfilling operations on each section of pipeline.

B. In absence of specific payment provisions, as separate Contract Items, the restoration work shall be compensated for as part of the work required under those Contract Items, which necessitated the destruction and replacement or repair, and there will be no separate payment therefor. If separate pay items are provided for restoration work, only that portion of the repair or reconstruction, which was necessitated by the contract, will be measured for payment. Any improvements removed or damaged unnecessarily shall be replaced or repaired at the Contractor’s expense.

C. Turf restoration shall be accomplished by sod replacement except where seeding is specifically allowed or required.

Caliche or gravel surfaced streets and driveway shall be restored to their original condition by salvaging and replacing the pre-existing caliche or gravel. If the Contractor does not salvage sufficient material during excavation operation, he will be required to furnish material to restore the surface to the depth of the original section. This caliche or gravel restoration shall be considered a part of excavation and backfill and no extra compensation will be made.

E. Bituminous and concrete surfaced streets and driveways will be restored to equal or better condition than existed prior to sewer construction. Measurement will be made of the actual quantities required to be replaced by the sewer construction and paid for at the price bid in the appropriate bid items in the proposal.

No measurement or payment will be made for work done outside the lines considered necessary for sewer construction. The Contractor will be required to replace damage outside these lines at his own expense.

F. Reconstruction of caliche base courses and concrete or bituminous surface courses shall be in substantial compliance with all applicable City of Midland Specifications pertaining to the item being restored.

3.16 CLEANUP

After completing each section of the sewer line, the Contractor shall remove all debris, construction materials, and equipment from the site of the work, grade and smooth over the surface on both sides of the line and leave the entire right-of-way in a clean, neat, and serviceable condition. No separate compensation shall be made for clean up.

3.17 PAYMENT

A. General

Payment in accordance with the following items, at the unit price bid for the work, shall constitute full and complete payment for the entire project including all incidental terms necessary for the complete and successful prosecution of the work in accordance with the intent of the plans and specifications.

Materials and work required to complete the project for which there is no bid item in the bid proposal shall be considered as incidental and the cost shall be included in the prices bid for the various items in the bid proposal.

Where payment is to be made on a unit price basis, it shall be made on the actual measured quantities as constructed in the work.

B. Sewer Pipe in Place

Unit prices bid shall cover furnishing and installation of pipe and jointing materials, including tests and all other necessary work and material to install the pipe complete in place at the depth specified. The unit of work shall be the lineal foot of the various types and sizes as shown in the proposal form. The pipe installation shall be measured

along the centerline of the sewer from center to center of manholes with no deduction in footage for manholes, wye branches, riser bases or other structure.

C. Foundation Corrections Materials

Payment for foundation correction materials shall be made at the unit price bid per cubic yard for material furnished and placed to pro vide adequate pipe base in unstable soil. The unit price shall include extra excavation below pipe grade, the material, placing and tamping.

Additional material required to backfill excess depth of excavation caused by neglect or error on the part of the Contractor or wet conditions, shall be furnished and placed at his own expense.

Removal of Street Surfacing

The Contractor shall receive no extra compensation for the removal of street surfacing including cutting of a straight edge.

E. Trench Safety Systems, Sheeting and Shoring

Measurement: Trench Safety Systems shall be measured by the linear foot of "Trench Safety Systems": Payment for work prescribed under this item shall be full compensation for the Trench Safety Systems including any Engineering and/or consulting fees and any additional excavation and backfill required, for furnishing, placing, maintaining and removing all shoring, sheeting, or bracing; for de-watering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

F. Manholes

Payment will be made for the various types of manholes at the unit prices bid for the various types of manholes 0 to 6' deep which price shall include excavation, furnishing and installing all materials pumping where necessary, and backfilling and all incidentals for the complete manhole in place. Measurement for manholes over 6 feet in depth shall be made of the depth of manhole in excess of six (6) feet. Manholes will be measured from the invert to the top of the casting as set.

Payment will be made for the manhole depth in excess of 6 feet at the vertical foot price bid in the bid proposal for extra depth of manhole over 6 feet for each type of manhole furnished.

G. Drop Connections to Manholes

Payment shall be made for drop connections to manhole for each drop connection made as counted in the field at the price bid in the proposal.

Said payment shall be complete compensation for furnishing all materials and fittings and making all connections to the manhole including 2' of vertical depth as measured from the invert of the incoming line to the invert of the manhole.

H. Drop Section for Manholes

Drop sections shall be paid for on a vertical footage basis as measured from the invert of the incoming line to the invert of the manhole less 2 feet and shall be paid for at the price bid per vertical foot for the various size drop connections in the bid proposal.

The price bid per vertical foot includes all fittings, granular material, if used and concrete and shall be full compensation for the complete in service drop connection.

I. Service Lines

Service lines will be measured from centerline of the sewer main to the plug end and paid for at the unit price bid per linear foot of each type of pipe as specified and as shown on the typical details.

J. Barricading and Traffic Control

The lump sum price bid in the bid proposal shall be full compensation for furnishing flag persons when required and all barricades, signs and other barricading and traffic control devices and for furnishing barricading plans and erecting and maintaining all such devices and signs as required for the duration of the period.

Updated
08/07

Manhole
Epoxy Rehabilitation
Specifications

PRACTICE FOR INSTALLING A GEOPOLYMER LINING SYSTEM

INSIDE SANITARY SEWER AND STORM VERTICAL INFRASTRUCTURE

(SPIN-CAST OR HAND SPRAYED/APPLIED GEOPOLYMER LINING)

PART 1 GENERAL

1.01 RELATED DOCUMENTS

1.02 SUMMARY

A. This specification covers work, materials and equipment required for the preparation and installation of a Geopolymer Lining System providing a minimum 50-year service life for internal protection and structural rehabilitation of sanitary sewer and storm vertical infrastructure. This includes but is not limited to manholes, boxes, wet wells, structures and other similar infrastructure. This is accomplished by using an approved structural, monolithic spray-application of a high-build, Geopolymer Lining System with enhanced corrosion protection. The protective lining works shall include all activities associated with the protective lining system, not limited to the following:

1. Design of approved continuous protection liners to the internal surface of the host vertical infrastructure (manholes, boxes, wet wells, structures, etc.),
2. Pre-construction inspection and surface preparation of host infrastructure prior to application of protective lining system,
3. Installation of approved continuous protection liners to the internal surface of the host infrastructure. Partial liner installations, unless directed by the Owner/Engineer, are not allowed,
4. Quality Control Measures,
5. and Post-construction inspection, repairs and testing.

1.03 REFERENCES

A. Applicable ASTM and ACI Standards and Specifications

Unless revised herein, the Certified Applicator shall follow the latest revision of the practices and standards of the following American Society for Testing and Materials (ASTM) and American Concrete Institute (ACI) Standards, which are made part of this specification:

American Society for Testing and Materials (ASTM):

1. ASTM C 31 - Standard Practice for Making and Curing Concrete Test Specimens in the Field
2. ASTM C 39 / C 109 – Compressive Strength Hydraulic Cement Mortars
3. ASTM C 78 – Flexural Strength of Concrete
4. ASTM C 138 / C 642 – Standard Test Method for Density
5. ASTM C 267 – Chemical Resistance of Mortars, Grouts, and Monolithic Surfacings and Polymer Concretes
6. ASTM C 469 – Static Modulus of Elasticity & Poisson’s Ratio of Concrete Compression

7. ASTM C 496 – Splitting Tensile Strength of Cylindrical Concrete Specimens
8. ASTM C 666 – Freeze Thaw Durability
9. ASTM C 807 – Set Time of Hydraulic Cement Mortar
10. ASTM C 882 – Bond Strength of Epoxy-Resin Systems Used with Concrete by Slant Shear
11. ASTM C 1090 – Shrinkage Test
12. ASTM C 1138 - Standard Test Method for Abrasion Resistance of Concrete (Underwater Method)
13. ASTM C 1202 – Electrical Indication of Concrete's Ability to Resist Chloride Ion Penetration
14. ASTM F 2414 – Practice for Sealing Sewer Manhole Using Chemical Grouting
15. ASTM F 2551 – Practice for Installing a Protective Cementitious Liner System in Sanitary Sewer Manholes

American Concrete Institute (ACI):

1. ACI Certified Concrete Field Testing Technician, Level 1

1.04 SUBMITTALS

A. Submittals shall be prepared and submitted in accordance with the General Conditions of the project.

B. The following items shall be submitted:

1. Before any field work by the Certified Applicator, the Certified Applicator/Contractor shall submit to the Owner/Engineer for review the following:
    a. Manufacturer-certified copies of all test reports on each product used, including:
        (i) ASTM test results indicating the product conforms to and is suitable for its intended use per these specifications. Test reports shall be performed at the Certified Applicator's expense and shall be carried out by an approved independent third-party testing laboratory or by a reputable independent testing body. As a minimum, the test reports should include all those listed in **Table 2** of this Section.
        (ii) XRF test results indicating the product confirms to the requirements as found in **Table 1** of this Section. Testing to be performed as detailed in **Paragraph 1.08**.
        (iii) XRD test results indicating the product confirms to the requirements as found in **Table 1** of this Section. Testing to be performed as detailed in **Paragraph 1.08**.
    b. Detailed Minimum Liner Thickness Calculations as required and as discussed further in **Paragraph 2.05** of this Section, along with proposed plan for ensuring that the installed Geopolymer Liner meets the minimum thickness requirements.
    c. Certified Applicator Qualifications
        (i) Manufacturer Certification that Certified Applicator (as defined in **Paragraph 1.05/B** of this Section) has been trained and approved in the handling, mixing and application of the products to be used. A fully trained field technician shall apply the liner material.
        (ii) Manufacturer Certification that the equipment to be used for applying the products has been manufactured or approved by the Manufacturer and Certified Applicator personnel have been trained and certified for proper use of the equipment by the Manufacturer.
        (iii) Proof of any required permits or licenses necessary for the project.

2. After rehabilitation of the infrastructure, the Certified Applicator/Contractor shall submit to the Owner/Engineer for their records the following:
    a. Structure Inspection Form documenting at minimum: Host material, installed liner material and thickness, date of installation, gas readings, depth and diameter, infiltration observations, corrosion observations, surface preparations made, repair products used, any special conditions.
    b. Photo(s)/Video (1 copy) of the Certified Applicator's inspection of the (1) pre-preparation, (2) post preparation / pre-lining and (3) completed Work. Video shall be required for any infrastructure deeper than 25 VF or larger than 8 FT diameter.
    c. Test results of field samples of Geopolymer Liner material as specified in the Contract Documents.

1.05 QUALITY ASSURANCE

A. Product Manufacturer: Company specializing in manufacturing quality Geopolymer Liner products with minimum 10-years' experience in the manufacture and distribution of a geopolymer product. Geopolymer product shall have a track record of use within sanitary sewer and/or storm infrastructure of at least 10-years.

B. Certified Applicator: Company pre-approved by the Product Manufacturer and who meets the following conditions:
    1. At least 3-years' experience specializing in the application of spray on lining systems including the installation of at least 10,000 VF in vertical infrastructure using Geopolymer, Cementitious or Mortar Liner products in vertical infrastructure applications similar to those being proposed for the subject project, OR
    2. Provide 3 days on-site supplemental installation expertise on the project in the form of a product expert, provided by the Manufacturer, who meets the Manufacturer Certified Superintendent requirements found in **Item C**, below.
        a. In addition, product expert provided by the Product Manufacturer must be additionally insured with a liability umbrella up to $5 million dollars.

    Certified Applicator shall initiate and enforce quality control procedures consistent with applicable ASTM and ACI standards and Manufacturer's recommendations.

C. Manufacturer Certified Superintendent: Individual specialized in the application of Geopolymer Liner products, pre-approved by the Product Manufacturer for the application of spray on lining systems, who, meets the following minimum requirements:
    1. 5-years' experience in the industry actively involved in field services related to the lining of pipes, manholes or other sanitary sewer and/or storm infrastructure,
    2. Superintendent shall be certified by the Product Manufacturer.

D. Single Source Responsibility: Geopolymer Liner and all products used with the Geopolymer Lining System, to include but not limited to Infiltration Control, Invert Repair and Patching and MH Chimney Treatment shall be approved by and/or supplied through the Product Manufacturer. Use only products approved by Product Manufacturer and used only within recommended limits.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Delivery: Deliver materials in original containers with seals unbroken and labels intact and free of moisture. Do not use materials that have been directly exposed to moisture or if there is visible damage to the packaging.

B. Receipt Process: All materials must be inspected by Certified Applicator upon receipt and the Bill of Lading reviewed to confirm it properly documents amount(s) and type(s) of material(s) received, date and time of delivery as well as the shipping company delivering the material. Completed/signed Bill of Lading and material batch numbers shall be logged by the Certified Applicator upon receipt of the material(s) and stored in project files for possible future reference. Receipt of material should also be noted in Daily Activity Log, refer to **Paragraph 1.08/C** of this Section for additional discussion.

C. Storage: Materials may be stored offsite, such as in a yard, for a period of time prior to use on the project. Upon delivery to the project, Contractor shall designate a specific space at the project site for staging and mixing materials. Protect this space and repair all damage resulting from use. Do not store kerosene, gasoline or other flammable liquids in this space. Remove oily rags at the end of each day's work. Regardless of storage location, Geopolymer Lining System products are to be kept dry, protected from weather and stored under cover within the temperature ranges recommended by the Manufacturer. Products are to be stored and handled according to their SDSs or appropriate classification. Damaged or unsuitable products shall be promptly removed from the job site and shall be replaced with suitable materials.

1.07 PROJECT CONDITIONS

A. Environmental Requirements: Certified Applicator shall conform with all local, state and federal regulations including those set forth by OSHA and the EPA and any other applicable authorities. Confined space entry requirements shall be followed.

B. Monitor and maintain the temperature inside the host infrastructure prior to, during and immediately following installation. Temperature conditions shall be maintained per Manufacturers' recommendations.

C. Provide continuous ventilation and if necessary, cooling and heating facilities to maintain surface and ambient temperatures before, during, and following application of finishes, within specified temperature range and for duration as directed by Manufacturer.

D. Protection: Provide sufficient shielding to fully protect adjacent finished work.

1.08 QUALITY CONTROL

A. Confirmation of a Geopolymer
   1. Material shall be confirmed as a Geopolymer as determined by XRF and XRD testing. Testing shall be carried out as detailed here. Testing shall be completed on the proposed Geopolymer Liner material and results submitted at the following stages:
      a. As a part of the Submittal documentation outlined in **Paragraph 1.04/B/1/a**.
      b. During application, XRF and XRD field testing shall be carried out as follows:
         (i) Sieve the unmodified/unground Geopolymer Liner material with #200 mesh, removing the fibers and aggregate.
         (ii) XRF and XRD testing to be run on the precursor that remains.

c. Representative testing information of the Geopolymer Liner material to be applied shall be submitted in the Submittal documentation regardless of project size. Based upon the size of the project, as determined by the amount of Geopolymer Liner material that is to be used, field testing shall be carried out based upon the following:
   (i) For projects less than 1,000 VF/12,500 SF of Geopolymer Liner, no testing of the installed product is required.
   (ii) For projects utilizing 1,000 VF/12,500 SF of Geopolymer Liner material to equal to or less than ***3,000*** VF/37,500 SF of Geopolymer Liner material, one randomly sampled batch of material. Random sample shall be as directed by Owner/Engineer.
   (iii) For projects utilizing more than ***3,000*** VF/37,500 SF of Geopolymer Liner material, first, last and one randomly sampled batch throughout the project life. Random sample shall be as directed by Owner/Engineer.

B. Quality Control, Sampling and Testing
1. During application, Certified Applicator shall regularly perform Geopolymer Liner thickness readings with a method approved by Manufacturer.
2. Sample and make nine (9) three (3) by six (6) inch test cylinders (PREFERED) or nine (9) two (2) by two (2) by two (2) inch cubes (ALLOWED) per ASTM C 31. Label each sample with the date, location sample was taken, project, and product batch numbers. The product batch numbers are located on each Geopolymer material bag. Samples should be prepared by the Certified Applicator or independent third-party laboratory. Prepare samples to test compressive strength at intervals of the lesser of each project or 44,000 lbs. of material. The samples must be undisturbed for a period of at least 24 hours before they can be transported. The independent third-party laboratory shall transport the samples to their lab to be tested/analyzed in accordance with ASTM C 39, or ASTM C 109, or as specified by contract documents. Test the Geopolymer Liner material for compressive strength at 7 days (3 cylinders/cubes) and 28 days (3 cylinders/cubes) and leave remaining (3 cylinders/cubes) for retainage to be tested/analyzed as directed by Certified Applicator.
   a. Performance and Material Testing
      (i) Performance testing as directed in ASTM F 2551.
      (ii) Submit the following information to the Owner/Engineer: Product data, including Manufacturer and brand name along with independent third-party laboratory test results to verify 28-day compressive strength in accordance with ASTM C 39, ASTM C 109 or as specified by contract documents. The project superintendent will require that samples of applied material be collected and tested as discussed in **Paragraph 1.08/B/2** of this Section. Samples may be obtained from the pump, immediately before the discharge into the hose, from a section of hose, or at the spin caster/nozzle, if feasible. The sample location should be identified in laboratory reporting. The material thickness may be determined by using depth gauges during the spraying process. Permanent depth gauges may either be attached to the host infrastructure prior to Geopolymer Liner application or a handheld depth gauge may be used by the installer during installation. Photos shall be taken of the infrastructure prior to and following final installation and submitted to the Owner/Engineer with final application for payment.

C. Daily Activity Logs
   1. Logs will be maintained onsite or electronically and will be available for viewing but will not be submitted.
      a. A Daily Activity Log will be kept detailing the daily activities on a project site. Information to be recorded may include such information as dates and times work was completed, personnel present or absent from the job site and hours worked, reference to material deliveries Bill of Lading, see **Paragraph 1.06/B** in this Section, record of materials used, and surface preparations made, special conditions encountered and additional information as deemed appropriate by the Superintendent.

D. Daily Application Logs
   1. Logs will be maintained onsite or electronically and will be available for viewing but will not be submitted.
      a. A Daily Application Log will be filled out completely anytime a work crew is on site and Geopolymer Liner material is being applied. This log includes listing the surface preparations made, the repair materials used, and weather conditions observed during application.
      b. Any special conditions are to be noted in the Daily Activity Log.

E. Final Inspection
   1. Refer to **Paragraph 3.14** in this Section

1.09 WARRANTY

A. Manufacturer shall warrant all work against defects in materials and Certified Applicator shall warrant all work against defects in workmanship for a period of one (1) year, unless otherwise noted, from the date of acceptance of the lining work. Date of acceptance shall be established per Project Sign-off Form, refer to **Paragraph 3.15** in this Section. Manufacturer / Certified Applicator shall, within a reasonable time after receipt of written notice thereof, repair defects in materials or workmanship, as applicable, which may develop during said one (1) year period, at Certified Applicators expense and without cost to the Owner.

B. GeoKrete Geopolymer Liner as manufactured, sold and distributed by Quadex, LLC adheres to the following warrantied Material Properties:
   1. XRF / XRD
      a. Chemical and phase compositions in the ranges stated in **Table 1**.
   2. Compressive Strength, which exceeds the values used in the design calculations, as sampled by ASTM C 31 and as tested by ASTM C 39, results as follow:
      a. 28 Day Minimum Average Compressive Strength.....8,000 psi
      b. Allowance should be given for consideration of 56 Day results in the rare case that 28 Day strength is not achieved.

      Compressive Strength testing is called for as it is typically the primary factor for determining thickness in the design calculations. Should other physical characteristic values be used as primary factors within the design calculation, additional testing of that specific parameter will be required at the same frequency and quantity to clearly show that design strength assumptions were met or exceeded in the field.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

A. Existing infrastructure may consist of RCP, brick, stone, corrugated metal, HDPE and others as allowed by Manufacturer.

2.02 ACCEPTABLE MATERIALS

A. When more than one product is used in composite with other(s), all materials shall be supplied by the same Manufacturer.

B. Approved Geopolymer Lining System materials as manufactured/supplied by Quadex include:
   1. Geopolymer Liner – GeoKrete
   2. Infiltration Control (Mild to Moderate) - Quad-Plug
   3. Infiltration Control (Heavy) – I&I Guard or alternative Chemical Grout as approved by Product Manufacturer
   4. Invert Repair and Patching (Fast Return to Service) – Hyperform
   5. Manhole Chimney Treatment – Chimney Guard

2.03 GEOPOLYMER – CHARACTERIZATION TECHNIQUES

A. A process to rule out cementitious products and to quantitatively classify a Geopolymer shall include oxide composition and phase composition testing, using X-Ray Fluorescence (XRF) and X-Ray Diffraction (XRD), respectively. Both tests are necessary in order to rule out products with a high CaO content, the material in cementitious products most sensitive to chemical attack, and to ensure availability of sufficient free reactive/amorphous SiO_2 and Al_2O_3 materials in sufficient quantities to allow the product to cure through a process other than hydration, which is synonymous with a Geopolymer.

   1. Using (XRF) and (XRD) together provides optimum information for both oxide composition and phase composition, respectively. Prior to testing, the aggregate and reinforcing fibers shall be removed from the product using a #200 mesh, the resulting material that passes through the mesh is referred to as the Geopolymer precursor powder. The material run through the mesh shall be unmodified and unground accurately representing the Geopolymer Liner material as it will be provided out of the product packaging in the field.
   2. A Geopolymer precursor, must contain significant amounts of reactive/amorphous SiO_2 and Al_2O_3 in particular ratios as determined by X-Ray Fluorescence (XRF). See: **Table 1**
   3. Phase composition utilizing X-Ray Diffraction (XRD) shall then be used to quantify reactive/amorphous phases in the Geopolymer precursor powder. A significant amount of reactive/amorphous SiO_2 and Al_2O_3 is required for the polycondensation process. See: **Table 1**

Table 1

Oxide Content of Geopolymer Powder		**Acceptable Values**
Oxides		**(% wt)**
	Total SiO_2	40 – 55 %
	Amorphous SiO_2 (Geopolymer precursor*)	25 – 50 %
	Total Al_2O_3	13 – 30 %
	Amorphous Al_2O_3 (Geopolymer precursor*)	10 – 20 %
	Total amorphous*	>50 %
	Total of OPC crystalline phases* (% Portland Cement, i.e.: C_3S, C_2S, C_3A, C_4AF)	<28 %
	Total CaO	<25 %
	Total Na_2O	0.35 – 15.0 %
Oxide Ratios		**(ratio)**
	Amorphous SiO_2 / Amorphous Al_2O_3 (Ratio*)	1-3.5
	Total Na_2O / Amorphous Al_2O_3 (Ratio*)	0.05 – 1.2

* Requires XRD Testing to be included along with XRF to ensure that the appropriate ratio of reactive/amorphous SiO_2 and Al_2O_3 are available in the geopolymer precursor to facilitate the polycondensation reaction of the product and ensure cure is not taking place primarily through hydration as with a cementitious product. Failure to perform XRD Testing may leave you with a cementitious product.

2.04 GEOPOLYMER – PHYSICAL PROPERTIES

A. The Geopolymer Liner material may be Centrifugally Cast, Manually Sprayed or Hand Troweled. Approved Geopolymer Liner material shall be Quadex GeoKrete as manufactured by Quadex.

B. The Geopolymer Liner material shall be a factory blended, one-component (just add water), eco-friendly, micro-fiber reinforced ultra-dense geopolymer mortar synthesized from reactive SiO_2 and Al_2O from industrial byproducts, enhanced with monocrystalline quartz aggregate. This material shall be specifically formulated for ease of mechanical pumping, spraying and spin casting.

C. The Geopolymer Liner shall not clog spinner heads or spray equipment.

D. The Geopolymer Liner shall be formulated to produce a liner with improved compressive and flexural strength, high adhesion to damp surfaces, lower permeability and increased resistance to aggressive chemical attack as compared to Portland Cement based systems.

E. The fiber reinforced formula shall be developed to: improve chemical resistance, improve hydraulic abrasion resistance, provide dimensional stability and protect against penetration by substances such as fats, oils, grease, gases and chloride ions as compared to Portland Cement based systems.

F. The finished infrastructure must be such that once the Geopolymer Liner sets, the total wall thickness will be homogeneous and monolithic.

G. The Geopolymer Liner material shall be independently certified by a neutral third-party certifying entity as a product with a reduced carbon footprint. The certifying body shall compare the geopolymer material to conventional rehabilitation products including portland cement and calcium aluminate repair mortars in addition to CIPP liner materials as baseline products, at minimum. Results of comparison should find that Geopolymer Liner material provides a reduced carbon footprint of no less than 40% for each of the above listed product classifications. The independent third-party certifying entity shall meet the following minimum requirements:

1. Be accredited by Accreditation Services International (ASI) and American National Standards Institute (ANSI).
2. Have a track record as an independent certifying body over a period of at least 30 years.
3. Have completed a minimum of 400 certifications for products.

H. The Geopolymer Liner material shall conform to the minimum requirements as presented in **Table 2**. The typical material properties, presented as minimum requirements in **Table 2,** have been obtained through the performance of independent third-party laboratory testing following ASTM Standards performed under standard laboratory conditions. Only those properties as discussed in **Paragraph 1.09/B** of this section, prepared following the testing requirements per internal quality assurance/quality control, as discussed in **Paragraphs 1.05 and 1.08** of this section, are warranted or guaranteed by Quadex. Field tested material properties will meet or exceed warrantied values. Material properties utilized in design engineering shall be equal or lesser of warrantied values and values listed in **Table 2** which follows:

Table 2

Physical Properties	ASTM Reference	Requirements
Set Time	ASTM C 807	Min. Initial 60 mins Max. Final 240 mins
Compressive Strength	ASTM C 39 / C 109	Min. 8,000 psi @ 28 days
Flexural Strength	ASTM C 78 / C 293	Min. 800 psi @ 28 days
Density	ASTM C 138 / C 642	Dry 90 – 110 lb/ft^3 Wet 135 – 145 lb/ft^3
Chemical Resistance, Sulfuric Acid pH 1.0	ASTM C 267	Max 1.0% mass loss @ 8 weeks
Modulus of Elasticity	ASTM C 469	Min. 5,400,000 psi @ 28 days
Split Tensile Strength	ASTM C 496	Min. 900 psi @ 28 days
Freeze Thaw Durability	ASTM C 666	Max 0.1% Loss @ 300 cycles
Bond Strength to Concrete	ASTM C 882	Min. 3,000 psi @ 28 days
Shrinkage Test	ASTM C 1090	Max 0.02% @ 28 days
Abrasion Resistance	ASTM C 1138	Max 1.5% Weight Loss @ 6 cycles on 28 day sample
Rapid Chloride Ion Permeability	ASTM C 1202	Very Low @ 28 days

2.05 GEOPOLYMER – LINER THICKNESS DESIGN

A. General Liner Thickness Guidelines - The design thickness of the centrifugally cast, manually sprayed or hand troweled liner is largely a function of the condition of the existing infrastructure, earth loading, traffic loading, hydraulic loading, earthquake loading, ground conditions, variations in the ground water through seasons, variations in conditions in the longitudinal direction and other factors that the Qualified Engineer retained by the Manufacturer may consider as important, given the local site conditions.

B. Signed and sealed designs shall be prepared and submitted by a Qualified Engineer, licensed in either the state of liner application or in the state in which the headquarters of the liner Manufacturer is located, in the following conditions:

1. Manholes/Boxes/Wet Wells/Structures – When 25 VF or greater in depth as measured from top of ground at the rim on the manhole to invert or when diameter exceeds 8 FT. (When depth is less than 25 VF, and diameter is less than 8 FT, Manufacturers recommended minimum thickness of 1-inch shall be used).
2. Other infrastructure – As directed by Owner/Engineer in project plans and specifications.

C. The thickness calculations are site specific and involve a careful consideration of loading conditions that are applicable to those for the construction phase and long-term service of the infrastructure in question. Therefore, such design steps or simpler equations cannot be presented in cases where a Qualified Engineer is required. In these cases, a Qualified Engineer, experienced in infrastructure liner design, should provide a stamped design thickness report, showing the assumptions made, input data used, design principles employed and the results of the calculations that would meet the standard of care, expected of professionals practicing in the same region and time period.

D. As determined in **Paragraph 2.05/B** in this Section, the Certified Applicator/Contractor shall submit Manufacturer's minimum recommended thicknesses or liner thickness calculations to the Owner/Engineer for review. Thickness or calculations shall substantiate sufficient liner thickness to achieve desired 50-year service life.

E. The Certified Applicator/Contractor shall submit their proposal based upon the appropriate length, size, design life and host infrastructure parameters designated in the Project Plans and Specifications.

F. The Design Parameters shall be as presented in **Table 3**:

Table 3

Design Parameter	**Below to be filled in by Owner/Engineer**
Shape / Diameter	
MH Material	
Bury Depth	
Level of Deterioration	
Live Loading Conditions	
Soil Density	
Ground Water	

2.06 INFILTRATION CONTROL

A. Heavy Infiltration

1. Injection grouting material shall be used to address heavy infiltration following Manufacturer's instructions. Apply injection grouting material as approved by the Geopolymer Liner Manufacture. Injection grouting material shall be Quadex I&I Guard as manufactured by Quadex or alternative approved material(s).
2. Heavy infiltration means infiltration that meets the definition of a "runner" or "gusher", as defined by NASSCO's Pipeline Assessment Certification Program.
    a. Runner - water running into the sewer through a faulty joint or infrastructure wall. A continuous flow will be visible.
    b. Gusher - water entering the infrastructure "under pressure" through a defect or faulty joint.

B. Mild to Moderate Infiltration
1. All fast setting materials furnished shall be formulated to be applied in dry powder form, with no prior mixing of water, directly to active leaks under hydrostatic pressure in pipes, manholes, wet wells or related structures. Materials shall consist of rapid setting cements, siliceous aggregates, and various accelerating agents. Material shall not contain chlorides, gypsum, or metallic particles. Approved infiltration control material shall be Quadex Quad-Plug as manufactured by Quadex.

2.07 INVERT REPAIR AND PATCHING

A. All material furnished shall be formulated to fill large voids in pipe, manholes and structure walls and to repair or reconstruct inverts where no hydrostatic pressure exists.

B. For infrastructure which must be returned to service quickly, material shall consist of rapid setting cements, monocrystalline quartz aggregates, and various accelerating agents. Material shall not contain chlorides, gypsum, or metallic particles. Approved invert repair and patching material shall be Quadex Hyperform as manufactured by Quadex.
1. Physical Properties of approved quick-setting material shall exhibit the following minimum physical properties:
    a. Compressive Strength (ASTM C109)
        (i) 1 day: >3,000 psi

2.08 GEOPOLYMER LINER APPLICATION EQUIPMENT

A. Vertical Infrastructure
1. Manufacturer approved equipment shall be used in the application of the specified Geopolymer Liner. The following outlines the equipment that is to be used on application to Vertical Infrastructure. While horizontal application equipment may be used for Vertical Infrastructure, vertical installation equipment may not be used on Horizontal Infrastructure unless approved in writing by the Product Manufacturer prior to bid.
2. Major equipment components consist of a generator, an air compressor, a pressure washer, a mortar mixer, a material pump, a spray nozzle or spinner head and material hose all to be trailer or skid/truck mounted and contained within a single platform.
3. Application equipment shall include a vertical shaft, horizontal blade mixer with at least a 45-gallon capacity and three stage progressive cavity material pump.
4. Application equipment shall have a water metering system to monitor the rate of water addition. This will ensure water/material ratios are known and controlled. Water/material ratio must be maintained per Manufacturers' recommendations.
5. Application equipment shall include a diesel engine/generator sufficiently sized to operate all components on the trailer as needed for completion of the lining.

6. Application equipment shall include sufficiently sized water transfer pump so as to provide continuous delivery of water to all components. Similarly, an adequately sized pressure washer for use in surface preparation and equipment clean-up is required.
7. Application equipment shall include an air compressor and reservoir providing compressed air for spray atomization.
8. Application equipment shall include either a manual spray nozzle, or a spinner head. Spinner head shall be attached to an electric winch mounted on a tripod allowing for control of vertical movement at a consistent rate.

2.09 EQUIPMENT MAINTENANCE

A. All equipment shall be in clean and good working conditions.

B. Maintenance and service shall be performed on the equipment at Manufacturers' recommended intervals.

C. Inspect the dry material screen above the mixer to ensure that there is no blockage or debris in the dry material feed point. Remove any debris prior to feeding dry powder.

D. Inspect the mixing chamber to ensure it that there is no blockage or debris. Remove any debris prior to mixing.

E. Inspect the receiving hopper to ensure there is no blockage or debris. Remove any debris or dry materials prior to application.

F. Inspect the rotor stator pump to ensure there is no debris or blockage in the pump. Remove any debris prior to application.

G. Spare parts or extra equipment should be kept on site to ensure rapid redeployment in the event of equipment failure.

PART 3 EXECUTION

3.01 ACCEPTABLE APPLICATORS

A. Geopolymer Liner must be applied by a Certified Applicator of the Geopolymer Liner material Manufacturer, as discussed further in **Paragraph 1.04/B/1/c & 1.05/B** of this Section, and according to Manufacturer specifications.

B. Format and Preparation of Daily Activity Log and Daily Application Log:
1. Daily Activity Log and Daily Application Log, as detailed in **Paragraphs 1.08/C & D** of this Section, shall be on-site prior to commencement of the works. These Logs shall be used to document that the works are carried out following the standard steps and procedures. These Logs will be maintained on-site or electronically and available for viewing but will not be submitted.
2. A Daily Activity Log shall be prepared for each shift/application at each location. A Daily Application Log shall be completed any time Geopolymer Liner material is applied.

C. To ensure safety, an employee not otherwise engaged in the mixing and pumping of material shall be onsite and positioned to watch over the manned entry. A minimum of three employees must be on-site during preparation, mixing and pumping operations.

3.02 EXAMINATION

A. Certified Applicator shall verify that surfaces and substrate conditions are ready to receive work. Generally, this can be described as a substrate that is free of dirt, grease, oils and foreign materials as removed by 3,500 psi pressure wash throughout which all active infiltration has been stopped or controlled so as to allow for lining. For lining of new infrastructure 5,000 psi or greater pressure wash will be required.

B. Certified Applicator shall examine surfaces scheduled to be lined prior to commencement of work. Report to Owner/Engineer any condition that may potentially affect proper application.

C. Appropriate actions shall be taken to comply with regulatory and other applicable agencies with regard to environment, health and safety.

D. Any active flows shall be dammed, plugged or bypassed as required to ensure that the conveyed flow is maintained away from the surfaces to be lined. Flows should be totally plugged and/or diverted when lining the invert and during required dry/cure periods. All extraneous flows into the host infrastructure at or above the area lined shall be plugged and/or diverted until the Geopolymer Liner has cured per Manufacturer recommendations.

E. Installation of the Geopolymer liner shall not commence until the host infrastructure has been properly cleaned and repaired in accordance with **Paragraphs 3.04, 3.06 and 3.07** of this Section and Product Manufacturer recommendations.

F. Prior to and during application, care should be taken to avoid exposure of direct sunlight or other intense heat source to the infrastructure being lined unless otherwise instructed by the material Manufacturer.

3.03 BYPASS PUMPING

A. Maintain sanitary sewer service during the installation process, as required for acceptable completion of the work and / or to avoid damages due to sewer spills or overflows.

B. Install and operate bypass pumping equipment to maintain sewage flow around, and in some cases through, the host infrastructure being rehabilitated, and to prevent backup or overflow in compliance with Owner/Engineer requirements.

C. Coordinate with Owner/Engineer regarding potential upstream diversion strategies which could potentially reduce influent flow from upstream system.

D. Install all bypass and isolation material and equipment so as to not affect flow in upstream or downstream structures. The pump and bypass lines shall be of adequate capacity and size to at minimum handle the anticipated daily peak flow, as provided by Owner/Engineer at time of advertisement. Where required by Owner/Engineer, in project documents, bypass may be sized to address anticipated peak wet weather flows. Bypassing of sanitary sewer into the storm system will not be permitted. For all bypass pumping, pump noise shall be kept to a minimum.

3.04 SURFACE PREPARATION AND LIGHT CLEANING

A. Excessive debris, sediment, root intrusion or other foreign materials which may impact the effectiveness of the surface preparation process shall be removed prior to the commencement thereof.

B. Offset structural components, lids, covers, frames, etc. shall be reported to the Owner/Engineer so that direction related to further possible action may be discussed prior to the commencement of surface preparation.

C. External soil/fill voids shall be remediated and/or stabilized by replacement or injection of stabilizing grout as determined appropriate by the Owner/Engineer at the amounts identified in the project Bid documents.

D. Oils, grease, incompatible existing coatings, waxes, form release, curing compounds, efflorescence, sealers, salts, or other contaminants which may affect the performance and adhesion of the coating to the substrate shall be addressed per Manufacturers' recommendations.

E. Choice of surface preparation method(s) should be based upon the condition of the structure and concrete or masonry surface, potential contaminants present, access to perform work, and the required cleanliness and profile of the prepared surface to receive the repair and/or lining product.

F. Surface preparation method, or combination of methods, that may be used include high-pressure water cleaning (minimum 3,500 psi), water jetting, abrasive blasting, grinding or scarifying. When grease or oil are present within the host infrastructure, steam, heated water (up to 200°F) or a detergent approved by Owner/downstream treatment facility owner/operator may be added to the water may be used integrally with the high-pressure water cleaning and other methods as referenced in industry accepted standards such as:
   1. ASTM-F-2551 Standard Practice for Installing a Protective Cementitious Liner System in Sanitary Sewer Manholes.

G. Loose debris materials resulting from the cleaning of the structure shall be removed prior to application of the Geopolymer Liner material.

H. Loose or defective brick, concrete, grout, ledges, and steps shall be removed to provide an even surface prior to application of Geopolymer Liner material.

I. Exposed rebar shall be pressure washed to remove any extraneous materials, such as dirt, oil, grease, debris and loose rust scale. Geopolymer lining using the selected application method can then begin, lining to the required application thickness.

3.05 PRE-CONSTRUCTION INSPECTIONS

A. Prior to sealing of active leaks, invert repair and patching and lining, the Certified Applicator's experienced personnel competent in the inspection of large diameter pipes and/or related manholes and structures will clean the infrastructure to be rehabilitated and provide pre-construction color photos of the complete limits of the infrastructure to be rehabilitated as well as the project site. The interior of the effected host infrastructure shall be carefully inspected to determine the location of and conditions which may prevent the proper installation of the Geopolymer Liner, and these conditions shall be addressed per

Geopolymer Manufacturers' standards prior to application of Geopolymer Liner material. Documentation shall be submitted to the Owner/Engineer following commencement of work.

3.06 SEALING ACTIVE LEAKS

A. The work consists of hand applying a dry quick-setting cementitious mix or, for heavy leaks, chemical grout formulated to instantly stop running water or seepage in all types of concrete, metal and masonry pipes, manholes and structures. The Certified Applicator shall apply an approved quick-setting mortar or chemical grout in accordance with Manufacturer's recommendations and the following requirements.
   1. The area to be repaired must be clean and free of debris to the extent the repair material will bond to the surface of the affected area.
   2. For quick-setting mortar, with gloved hand, place a generous amount of the dry quick-setting cementitious material to the active leak, with a smooth fast motion, maintaining external pressure for 60 seconds, repeat until leak is stopped.
   3. Proper application should not require any special mixing of product or special curing requirements after application.

B. Materials, additives, mixture ratios, and procedures utilized for the grouting process shall be in accordance with Manufacturer's recommendations and shall be appropriate for the application.

3.07 INVERT REPAIR AND PATCHING

A. The work consists of mixing and applying flowable fill or a rapid setting, high early strength, non-shrink patching material to fill all large voids and repair inverts prior to applying Geopolymer Liner to the infrastructure in accordance with **Paragraphs 2.07/B and C** of this Section. For manhole invert repairs, flow must be temporarily restricted prior to cleaning and during repair.
   1. The area to be repaired must be capable of receiving the appropriate repair material.
   2. Mix water shall be clean potable water and require no additives or admixtures for use with patching materials.
   3. Flowable fill shall be mixed on-site or delivered to the site ready for use. Patching material shall be mixed in a mortar tub, 5-gallon pail or mixer/hopper with water per Manufacturers' specifications. Material should be mixed in appropriate quantities, to avoid setting prior to placement in voids or inverts.
   4. Once mixed to proper consistency, the materials shall be applied to the invert or void areas by pump, hand or trowel. In invert applications, care should be taken to not apply excessive material in the channel, which could restrict flow. Once applied, materials should be smoothed either by hand or trowel in order to facilitate flow.
   5. Flows in inverts patched with rapid cure invert repair and patching material discussed in **Paragraph 2.07** can be reestablished within 30 minutes of material placement. Flows in inverts patched with flowable fill material discussed in **Paragraph 2.07** shall not be reestablished until at least 12 hours have passed, unless otherwise directed by Manufacturer.

3.08 PRE-LINING INSPECTIONS

A. Following the sealing of active leaks, invert repair and patching and preparation of the infrastructure, prior to application of the Geopolymer Liner material, the Certified Applicator's experienced personnel competent in the inspection of large diameter pipes

and/or related manholes and structures will provide pre-lining color photos of the infrastructure to be rehabilitated. Certified Applicator can perform inspection one structure at a time, or as a single inspection of the complete limits of the work, so long as no spray application of Geopolymer Liner material is installed in the infrastructure until that infrastructure's pre-lining condition has been documented. The interior of the effected host infrastructure shall be carefully inspected to provide confirmation that the conditions identified during Pre-Construction Inspection, as discussed in Paragraph 3.05, have been addressed per Geopolymer Manufacturers' standards prior to application of Geopolymer Liner material. Documentation shall be submitted to the Owner/Engineer following commencement of work.

3.09 MIXING OF THE GEOPOLYMER LINER MATERIAL

A. Certified Applicator shall add the Geopolymer Liner material to the batch water following the Manufacturers' water/material ratio precisely. Precision metering of water in mixer is required to maintain the strict water to material ratio. The ability to closely adjust and monitor the addition of water through the use of a water meter is required.

B. Mixing water temperatures must be determined before blending operations begin. The mixing water temperature must be recorded in the Data Application Log at multiple times throughout the day during the installation process. Water temperatures should be maintained at all times to within the limits required by the System Supplier or Manufacturer.

C. The lining material shall be mixed in a high shear mixer, or similar, to ensure thorough and uniform mix of water with the material prior to pumping.

D. The mixing operations must be performed so that the minimum of dust is released into the surrounding environment.

E. The batch style mixing, precise metering of water and pump rate eliminates wet/dry and thick/thin variations resulting in a uniform structure liner regardless of the pumping distance.

F. Multiple application nozzles should be onsite at all times to address any application issues or failure of the nozzle.

3.10 APPLICATION OF GEOPOLYMER LINER MATERIAL

A. The work consists of spray applying and/or centrifugally spin-casting the specified Geopolymer Liner material to the inside of an existing structure. The necessary equipment and application methods to apply the liner materials shall be only as provided by the material Manufacturer. Material shall be mixed in accordance with Manufacturer's specifications to proper consistency, then the materials shall be pumped through a high-pressure material hose for delivery to the appropriate and / or selected application device.

B. In brick, block, rock, concrete and corrugated metal manholes, wet wells and structures with deteriorated surfaces, mortar material shall be applied to specified thickness, but no less than one (1)-inch. Application on all pre-cast/poured-in-place manholes shall occur after preparing surfaces. Material shall be applied to the bench and invert area in such a manner as to provide for proper drainage without ponding and to compensate for abrasion. Material must be applied only when surfaces are damp but with no visible active infiltration.

C. Hand Troweled Application

1. In locations where equipment access is limited, or work scope is such that mobilization of equipment is not justifiable, material may be hand troweled into place.
2. Proper mixing should be achieved with a portable mixing unit of sufficient strength to thoroughly mix product to Manufacturers recommended consistency.
3. Application of material shall be performed in a manner such that material is applied evenly and consistently throughout the entirety of the structure.
4. Material shall be applied to a specified uniform minimum thickness no less than 1-inch, unless otherwise approved in writing by Manufacturer prior to bid. Should design have been prepared by a Qualified Engineer, as discussed in **Paragraph 2.05/B**, then thickness shall meet or exceed thickness indicated by the Qualified Engineer.
5. Material shall be applied to the bench/invert area in such a manner as to provide for proper drainage without ponding and accounting for anticipated abrasion.
6. Troweling of materials shall begin immediately following the mixing of the product. Initial troweling shall be in a motion, to compress the material into any voids within the structure walls. Precautions should be taken not to over trowel.
7. Once troweling has been completed, the applied liner should be brushed or sponged to remove trowel marks and to break up the latent surface brought about by troweling. Brushing/sponging should be in the horizontal plane and as with troweling do not over work the lining material.

D. Hand Spray Application

1. Material hose shall be coupled to a low-velocity spray application nozzle. Pumping of the material shall commence and the mortar shall be atomized by the introduction of air at the nozzle, creating a low-velocity spray pattern for material application.
2. Spraying shall be performed in a manner such that material is applied evenly and consistently throughout the entirety of the structure.
3. Material shall be applied to a specified uniform minimum thickness no less than 1-inch, unless otherwise approved in writing by Manufacturer prior to bid. Should design have been prepared by a Qualified Engineer, as discussed in **Paragraph 2.05/B**, then thickness shall meet or exceed thickness indicated by the Qualified Engineer.
4. Material shall be applied to the bench/invert area in such a manner as to provide for proper drainage without ponding and accounting for anticipated abrasion.
5. Troweling of materials shall begin immediately following the spray application. Initial troweling shall be in a motion, to compress the material into any voids within the structure walls. Precautions should be taken not to over trowel.
6. Once troweling has been completed, the applied liner should be brushed or sponged to remove trowel marks and to break up the latent surface brought about by troweling. Brushing/sponging should be in the horizontal plane and as with troweling do not over work the lining material.

E. Centrifugal Application

Spin-cast unit shall be approved by the material Manufacturer. Material hose shall be coupled to the spin-cast unit. The spin-cast unit shall then be positioned within the center of the vertical structure or as appropriate for uniform application and coverage.

1. Initially locate the spinner at either the top of the manhole chimney or the lowest point corresponding to the junction of the manhole bench and walls.
2. The spin-cast unit shall then be initialized and pumping of the material shall commence.

3. As the mortar begins to be centrifugally cast evenly around the interior of the structure, the rotating applicator head may be cycled up and down in multiple passes. When installing in rough, non-uniform vertical structures, a controlled retrieval speed conducive to providing a uniform material thickness on the structure walls shall be maintained.

3.11 CURING OF THE GEOPOLYMER LINER MATERIAL

A. The Manufacturer's recommended cure schedule must be strictly adhered to at all times.

B. SPECIAL NOTE: The use of curing compounds is not recommended for Geopolymer Liner material.

3.12 REINSTATEMENT OF LATERALS AND CONNECTING PIPES

A. Using the records from the pre-construction inspections, the Certified Applicator shall insure that all laterals and other connecting pipes are properly reinstated and put back in service. Any excessive Geopolymer Liner material at the connection shall be removed.

B. The Certified Applicator shall insure that no infiltration is originating at the point of connection. If it is, the Certified Applicator shall seal the leak with appropriate product(s).

C. The laterals and pipe connections shall then be completed by hand, applying the liner to the outer surface of the connection to the pipe and smoothly tapering it into the lateral or connecting pipe. No rough edges or abrupt transitions that could catch debris or hinder the flow shall remain.

3.13 TERMINATION AND SEALING AT MANHOLES, JUNCTIONS, BENDS, INLETS, OUTLETS, SHAFTS AND OTHER STRUCTURES

A. Termination of the Geopolymer Liner at the end of a pipe or manhole shall be completed by hand applying the liner to the outer surface of the pipe or into the interior of the manhole.

B. Unless specifically directed otherwise in the project plans/specification, all starter/intermediate/terminal manholes/junctions/bends/other structures which are directly impacted by rehabilitation activities will also receive an application of Geopolymer Liner. If no direction is provided, or should information conflict, these manholes are to be lined with a minimum thickness of 1-inch. The junctions, bends, shafts, and other structures are to be lined with a minimum thickness of 1-inch. Refer to **Paragraph 2.05/B/3**, this Section, for design requirements.

C. Unless specifically directed otherwise in the project plans/specifications, all manholes which have been lined with Geopolymer Liner material will receive an application of Chimney Guard chimney treatment. Material is to be installed from the bottom of the cover extending down the shaft a minimum of 12-inches and maximum of 18-inches as measured vertically into the MH shaft. The surface is to be prepared as follows:
   1. Steel is to be prepared by grinding meeting SSPC-SP 11 followed by cleaning meeting SSPC-SP 1 as a final preparation, resulting in a final minimum surface profile of 1 mil.
   2. Freshly installed mortars, which have been brush finished, are to be prepared by pressure washing at 3,500 psi sufficiently to remove loose dust and debris, following

chimney treatment manufacture instructions for durations between product installations.

3. If installing to a previously mortar lined MH, prepare surface by 5,000 psi pressure wash sufficient to both score the surface and remove loose dust and debris.
4. If installing to a previously polymeric lined MH, prepare surface by abrading the material with 80-100 grit sandpaper followed by cleaning meeting SSPC-SP 1 as a final preparation to a surface profile of 3mils.
5. If installing to a new precast or cast-in-place MH, abrasive blast or 7,000 psi pressure wash to a finish between ICRI-CSP 3 to ICRI-CSP 5.

3.14 END OF SHIFT EQUIPMENT CLEAN UP PROCEDURES

A. All equipment and materials used during the days/shifts operations shall be properly cleaned/covered and stored.

B. All hoses, fittings, pumps, mixers, spray head equipment, retraction equipment will be cleaned both inside and out.

C. All mixed Geopolymer and support materials not used in application shall be captured and disposed of properly.

3.15 FINAL INSPECTION

A. A visual inspection should be made by the Inspector and Certified Applicator periodically throughout the progression of construction, prior to the completion of a lining stage. Any deficiencies in the finished lining shall be marked and repaired by the Certified Applicator according to the procedures set forth herein.

B. While infrequent, small points of infiltration and/or surface cracking may occur in newly lined infrastructure. As with other trenchless repair technologies, repair methods are available to address the areas of concern and restore the infrastructure to its intended condition. To address the observed conditions, the following activities are to be performed:

1. Points of Infiltration – The area will be cleaned and treated with either a topical application of patching material or in more severe cases will be drilled and chemical grout will be injected to permanently stop infiltration.

2. Surface Cracks – The area around the crack will be cleaned and the crack opened using a small wire brush. The crack will then be rinsed and filled with GeoKrete, Xypex or a mixture of the two. The treated area will be blended to match the surrounding surface creating a permanent solution.

C. At the completion of a lining stage of the infrastructure and once all repairs have been made and accepted, the inspector should indicate acceptance of the work and general conformance with the plans and specifications by signing a Project Sign-off Form provided by the Certified Applicator/Contractor. Once signed, the Certified Applicator should document a final inspection photo (1 copy) of the completed infrastructure. This inspection shall be performed using a color camera. The finished Geopolymer Liner shall be continuous over the entire length of all runs and be free of wet spots. No infiltration of groundwater shall be observed. All service entrances shall be accounted for and shall be unobstructed.

Documentation shall be submitted to the Owner/Engineer by the Certified Applicator/Contractor.

PART 4 MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

A. Infiltration Control
   1. Mild to Moderate – Fast Setting Materials shall be measured on a per pound basis.
   2. Heavy - Chemical Grouting Materials shall be measured on a per tube, gallon or pound basis.

B. Invert Repair and Patching
   1. Invert Repair materials shall be measured on a per cubic yard basis.

C. Geopolymer Rehabilitation
   1. Measurement for installation of Geopolymer Liner on Vertical Infrastructure shall be measured per vertical foot per size (diameter or HxW) from spring-line of the pipe or installation start point to top of ring and cover for payment. Bench to be paid separately for Vertical Infrastructure on a per Each basis.

D. Lateral and Connecting Pipe Reinstatement
   1. Lateral and Connecting Pipe reinstatements shall be measured on a per each per size of lateral or connecting pipe basis.

E. Chimney Treatment
   1. Measurement for installation of Chimney Guard shall be paid on circumferential linear foot basis governed by the size of the ring and cover.

F. Heavy Cleaning
   1. Heavy Cleaning will be paid on a per ton basis as measured by the amount of material removed from the host infrastructure rounded up to the nearest ton.

G. Cold Weather
   1. Cold Weather application will be measured on a per day basis

H. Hot Weather
   1. Hot Weather application will be measured on a per day basis

4.02 PAYMENT

A. Infiltration Control
   1. Mild to Moderate – Payment for Fast Setting Materials shall be paid on a per pound basis in accordance with the Unit Prices contained in the Proposal.
   2. Heavy - Payment for Chemical Grout Injection shall be paid on a per tube/gallon/pound basis in accordance with the Unit Prices contained in the Proposal.

B. Invert Repair and Patching
   1. Payment for Invert Repair shall be paid on a per cubic yard basis in accordance with the Unit Prices contained in the Proposal.

C. Geopolymer Rehabilitation

1. Payment for installation of Geopolymer Liner on Vertical Infrastructure shall be paid on per vertical foot per size (diameter or HxW) in accordance with the Unit Prices contained in the Proposal. Payment for installation of Geopolymer Liner in bench of Vertical Infrastructure, shall be paid on a per each basis in accordance with the Unit Prices contained in the Proposal.
2. Payment shall include compensation for design of the approved Geopolymer liner (as applicable), pre-construction inspection and surface preparation of the host infrastructure prior to application of the Geopolymer Liner, light cleaning, infiltration control (as applicable, except the gallons/pounds of Chemical Grouting Materials used), spill prevention plan, fuel, potable water, safety, traffic control, dust/erosion control, debris disposal, field quality control, material testing, site restoration, installation of the Geopolymer Liner and all other associated work specified and/or required to provide a completed installation.
3. Any related items, requirements or limitations specifically discussed elsewhere in the plans and specifications which may impact the lining system work shall only be considered incidental to the work if also discussed in the geopolymer lining system specification. Certified Applicator shall include all incidental costs in the Unit Price.

D. Lateral and Connecting Pipe Reinstatement

1. Payment for reinstatement of laterals and connecting pipes shall be paid on a per each basis per lateral or connecting pipe size in accordance with the Unit Prices contained in the Proposal.
2. Payment shall include reinstatement of the laterals and connecting pipes to the infrastructure that received the Geopolymer Liner, pre-construction inspection and surface preparation of the laterals and connecting pipes at the point of connection, light cleaning, infiltration control (except the gallons of chemical grout used), spill prevention plan, fuel, potable water, safety, traffic control, dust/erosion control, field quality control, site restoration, installation of any additional Geopolymer Liner material for the reinstatement, and all other associated work specified and/or required to provide a completed installation.
3. Any related items, requirements or limitations specifically discussed elsewhere in the plans and specifications which may impact the lining system work shall only be considered incidental to the work if also discussed in the geopolymer lining system specification. Certified Applicator shall include all incidental costs in the Unit Price.

E. Chimney Treatment

1. Payment for installation of Chimney Guard shall be paid on circumferential linear foot basis governed by the size of the ring and cover in accordance with the Unit Prices contained in the Proposal.

F. Heavy Cleaning

1. Payment for Heavy Cleaning will be paid on a per ton basis as measured by the amount of material removed from the host infrastructure rounded up to the nearest ton in accordance with the Unit Prices contained in the Proposal.

G. Cold Weather

1. Payment for Cold Weather application will be paid on a per day basis in accordance with the Unit Prices contained in the Proposal

H. Hot Weather

1. Payment for Hot Weather application will be paid on a per day basis in accordance with the Unit Prices contained in the Proposal

END OF SECTION

ITEM 881 PROTECTIVE COATINGS SYSTEM

PART 1 - GENERAL

1.1 DESCRIPTION

A. The structural enhancement and corrosion-resistant epoxy coatings shall be suitable for use in a highly corrosive wastewater environment to protect the structural integrity and provide long-term (50-year) corrosion protection of the structure being coated.

B. It is the intent of this Contract to install a 100 percent solid epoxy monolithic structural and corrosion resistant coating to the sanitary manholes, vaults, and structures, constructed of concrete, and as identified on the Contract Drawings. The use of specialized equipment combined with rigorous surface preparation requirements shall be used to apply the products without the use of solvents. The equipment adds high heat and pressure to the monolithic surfacing system resulting in a high build and quick set of the completed system. The epoxy product application requirements and procedures described herein include surface preparation, mixing application, material handling and storage, qualification of the applicator and application quality control.

C. This work shall include the furnishing of all materials, equipment, tools, and labor as required for the interior coating of the manholes identified in the Contract Documents or as directed by the City.

D. The product shall be applied to the manholes, vaults, and structures as indicated on the Contract Drawings and as directed by the Engineer. The protective coating system shall provide a one year non-prorated warranty as described herein and stop infiltration, prohibit root intrusion, protect the manhole from future deterioration, and protect the structurally integrity of the manhole.

E. The manholes to be provided with the protective coating are identified in the Contract Drawings.

1.2 REFERENCES

A. The following standards are hereby incorporated into these Specifications by reference:

ASTM D638	Tensile Properties of Plastics
ASTM D790	Flexural Properties of Unreinforced and Reinforced Plastics
ASTM D695	Compressive Strength of Rigid Plastics
ASTM D4541	Pulloff Strength of Coatings Using a Portable Adhesion Tester
ASTM D2584	Volatile Matter Content
ASTM D2240	Durometer Hardness, Type D

ASTM D1653	Water Vapor Transmission of Organic Coating Films
ASTM D543	Resistance of Plastics to Chemical Reagents
ASTM C297	Flatwise Tensile Strength of Sandwich Constructions
ASTM	The published standards of the American Society for Testing and Materials, West Conshohocken, PA.
NACE	The published standards of the National Association of Corrosion Engineers (NACE International), Houston, TX.

1.2 RELATED WORK INCLUDED ELSEWHERE

A. Repair/Rebuild Bench and Invert Channel, under separate applicable ITEM.

B. Grout and Seal Leaks in MH Walls, under separate applicable ITEM.

C. Repair Pipe Seal, under separate applicable ITEM.

D. Chemical Root Treatment of Manhole, under separate applicable ITEM.

E. Heavy Cleaning of Manholes, under separate applicable ITEM.

1.3 QUALITY ASSURANCE

A. The applicator shall initiate and enforce quality control procedures consistent with applicable ASTM standards.

B. The applicator shall use an adequate number of skilled workmen who are thoroughly trained and experienced in the necessary preparation and application procedures. These workmen shall be completely familiar with the specified requirements and the methods needed for proper performance of all work associated with this Item.

C. The applicator shall use approved specialty equipment adequate in size, capacity and number sufficient to accomplish the work of this Item in a timely manner.

D. Testing and Inspection

1. During application, a wet film thickness gage, such as those available through Paul N. Gardner Company, Inc. meeting ASTM D4414 Standard Practice for Measurement of Wet Film Thickness of Coatings by Notched Gages, shall be used to ensure a consistent uniform thickness of the monolithic coating during application.

2. The Engineer and Applicator shall make a final visual inspection. Any deficiencies in the finished system shall be marked and repaired by the Applicator according to the procedures set forth herein.

1.4 SUBMITTALS

A. Contractor Experience

1. The Contractor responsible for the structural and corrosion resistant coating of the manholes must have a minimum of five years' experience using the specific products proposed and have installed at least 1,000 vertical linear feet (VLF) of the proposed products for sanitary sewer collection system structures. Provide references to past projects where the Contractor has installed the product. Provide minimum 10 references as detail in Section 1.4B.

2. Manufacturer certification that the Contractor has been trained and approved in the handling/application of the product(s) to be used.

B. Product Experience

1. The product proposed for the coating of the structures must have been in use for at least five years and a minimum of 1,000 VLF of the product must have been installed for sanitary application. Contractor shall provide documentation listing minimum 10 projects and minimum 150 installations of the product within the past five years. Information provided for each job shall include a description of the job, the location of the job, the value of the job and the contact for the job including name, title, address and telephone number.

2. After award of the Contract, the Contractor shall submit the information listed below for review and approval. At the discretion of the City, the notice to proceed may not be issued until all of the listed information has been reviewed and approved by the City.

   (a) Shop drawings, product data and narrative procedure for the manhole coating method. The narrative procedure shall also include information specific to the job, such as coordination issues, site access and preparation requirements, timing, cleaning preparation requirements, manufacturer's installation instructions, curing operations and procedures, and flow control.

   (b) Product Warranty and Certification Form: To insure that all products and materials proposed for use on this project are of the highest quality and specifically designed and manufactured for the intended installation or use, a Product Warranty and Certification Form shall be completed by the coating product manufacturer(s), manufacturer's representative or vendor as well as the Manhole Coating Contractor certifying that the product(s) they are proposing to use is specifically designed for the intended application, installation and/or function. Failure to complete this form may prevent the product(s) from being used on this project.

3. The Contractor shall complete all measurements necessary to verify structure dimensions, elevations, diameters and shapes, prior to ordering products and/or materials.

4. Manufacturer's published literature and published data for the proposed structural protective coating system products.

5. The structural protective coating system supplier's letter of certification for the workers who will perform the structure coating work. If, during the installation process, any of the crew members performing the installation work is not identified in this letter, then a new certification letter listing the new crew member(s) must be received from the protective coating system supplier prior to continuing work on this project.

6. Independent test report(s) showing that the physical properties of the proposed structure protective coating system meets the requirements of this Item and the requirements published in the manufacturer's literature.

7. The manufacturer's certification that the proposed structure protective coating system products for the project meets the requirements of this Item and will meet or exceed the physical properties given in the manufacturer's published literature.

8. Calculations (or letter from the manufacturer) supporting the recommended coating/liner thicknesses or wall coverage thicknesses.

C. Post Construction Submittals: Submit documental in accordance with SC-48 POST MANHOLE REHABILITATION DOCUMENTATION.

PRODUCT WARRANTY AND CERTIFICATION FORM

REFERENCE:

PRODUCT: STRUCTURAL AND CORROSION-RESISTANT COATING FOR MANHOLES THE UNDERSIGNED HEREBY ATTEST THAT THEY HAVE EXAMINED ALL THE REFERENCED PROJECT INFORMATION, PROJECT INSTALLATION REQUIREMENTS AND THE CONTRACT SPECIFICATIONS AND HEREBY WARRANT AND CERTIFY THAT THE PROTECTIVE COATING PRODUCTS THAT THEY PROPOSE TO FURNISH, DELIVER AND INSTALL FOR THIS PROJECT MEET OR EXCEED THE REQUIREMENTS OF THESE CONTRACT SPECIFICATIONS, ARE SUITABLE FOR THE INTENDED PURPOSE AND INSTALLATION, AND WILL SATISFACTORILY PERFORM TO THE CRITERIA SPECIFIED. THIS WARRANTY SHALL BE IN ADDITION TO, AND NOT IN LIEU OF, ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED.

PRODUCT: _____

MANUFACTURER: _____

Address:

By: _____
(Typed Name and Title) (SEAL)

_____ Is/ _____
(Signature) (Date)

The Product Warranty and Certification must be signed by a Principal Person (President, Vice-President, etc.) of the Product's Manufacturer. In the event the manufacturer is not the Supplier then a Principal Person of the Supplier must also sign this form.

MANUFACTURERS REPRESENTATIVE/VENDOR: _____
Address:

By: _____
(Typed Name and Title) (SEAL)

_____ Is/ _____
(Signature) (Date)

The Product Warranty and Certification must be signed by a Principal Person (President, Vice-President, etc.) of the Installation Contractor. In the event the manufacturer is not the Installation Contractor then a Principal Person of the Installation Contractor must also sign this form.

INSTALLATION CONTRACTOR: _____
Address:

By: _____
(Typed Name and Title) (SEAL)

_____ Is/ _____
(Signature) (Date)

PART 2 - PRODUCT

2.1 PROTECTIVE COATING MIX

A. The coating system shall be a spray applied or hand applied 100 percent solids epoxy monolithic surfacing system for use in coating existing or new manholes. The material shall be applied at a minimum 250 mil thickness; however, the application thickness must be to a thickness required to ensure a structurally stable manhole while forming an impermeable infiltration barrier to groundwater and long term corrosion resistance to a highly corrosive wastewater environment. The coating thickness shall be designed for hydrostatic loading. The following product/(s) have been preapproved for use on this project:

1. S301 by Warren Environmental, Inc

2. Or approved equal.

B. Should the Contractor desire to use another coating system, information on the alternative coating system shall be provided. The following information shall be submitted:

1. Documentation that the proposed product meets the below minimum physical characteristics, including results of testing performed by a bonded, third party testing company.

2. An affidavit attesting to the successful use of the product as a structural and protective coating for concrete or masonry structures for a minimum continuous period of five years in wastewater conditions recognized as corrosive or otherwise detrimental to concrete and masonry.

3. A verifiable list of references that document the successful installation and use of the product in a minimum of 250,000 square feet of sanitary sewer structures.

C. In order to be considered, a product must have the following minimum physical characteristics as measured by the applicable ASTM Standards referenced herein:

1. Minimum Compressive Strength 12,000 psi

2. Minimum Tensile Strength 7,000 psi

3. Minimum Flexural Strength 11,000 psi

4. Minimum Bond Strength 500 psi or substrate failure

5. Shall be suitable for use in a sanitary sewer environment and have a sulfide resistance with "No Visible attack at all pH levels".

D. The liner mix shall have a one-year labor and materials, non-prorated warranty to provide structural enhancement, corrosion resistance, stop infiltration and prevent future deterioration of the sanitary sewer structure.

E. The manufacturer shall warrant that the products are produced in conformity with their Standard Specifications or formulations within recognized tolerances, free of adulteration or contamination, and that the product will perform in accordance with representations in the manufacturer's literature and technical data sheets when properly applied in strict conformance with the printed instructions on the container and prescribed in technical data instructions and when applied to a properly prepared surface.

PART 3 - EXECUTION

3.1 Flow Control: When required for acceptable completion of the coating, the Contractor shall provide for adequate flow control, including but not limited to required pumping and by-passing as stipulated in the pertinent Items.

3.2 Prior to performance of the actual work, the Contractor shall carefully inspect the entire site and locate the manholes designated to be coated.

3.3 Site conditions may preclude the Contractor from mobilizing the sealing, coating and/or lining equipment near the manholes. If the manholes are inaccessible by vehicle, as determined by the Contractor and the City, the Contractor may hand apply the sealers, coatings and/or liners in accordance with the manufacturer's instructions and recommendations. Hand or other remote applications shall be completed at no additional cost to the City and the quality of the installation shall be the same as if they were applied with mechanical equipment.

3.4 All materials shall be delivered to the job site in the manufacturer's original sealed and unopened containers that bear identifying labels. All materials shall be used in strict accordance with the sealers, coatings, liner and equipment manufacturer's printed directions.

3.5 The manhole coating Contractor shall be licensed by the sealer, coating and coating process manufacturer.

3.6 The manhole coating Contractor shall conduct operations in accordance with applicable OSHA standards, including those safety requirements involving entry into a confined space. The Contractor shall also make suitable precautions to eliminate hazards to personnel near any construction activities when pressurized air or water is being used

3.7 All new cast in place concrete installation will need to be cured for minimum 30 days prior to the application of the epoxy coating.

3.8 PREPARATION OF SURFACES TO RECEIVE COATINGS AND LININGS

A. In addition to the cleaning performed per the Sewer Cleaning Section of the Specifications, the Contractor shall be responsible for performing any additional cleaning required prior to coating to allow for the successful installation of their product. Installation of the protective coating system work shall serve as evidence that the surface preparation is acceptable to accommodate and warrant the installation. The costs associated with this final cleaning shall be included in the cost of the coating work.

B. Throughout the entire surface preparation process, any nearby installations, equipment vehicles, structures, etc. shall be protected from blasting grit and dust generated during the cleaning or application process.

C. Sludge, surface debris or other surface impurities shall be removed by fresh water blasting, 4,000 psi to 10,000 psi using etching rotating turbo tip nozzles. Should this operation be insufficient to remove surface impurities, abrasive blasting shall be performed. An environmentally acceptable detergent may be used in conjunction with the water blast as long as it is thoroughly rinsed out with fresh water after application. No material shall be permitted to enter the sewer during the cleaning process.

D. Loose, missing and/or protruding brick, mortar, and concrete that would impact the installation shall be removed using a mason's hammer and chisel and/or scraper. No material shall be permitted to enter the sewer during the cleaning process.

E. Where noted or shown in the Contract Drawings the Contractor shall perform all repairs as part of the manhole rehabilitation work. The Contractor shall verify that the materials used for the repair are compatible with the product use for the manhole interior coating prior to the commencement of work. All rehabilitation work shall be completed prior to the interior coating of the manhole.

F. All loose and missing bricks and mortar shall be replaced and the work performed is incidental to the manhole lining work.

G. Any active leaks shall be grout injected and the work performed is incidental to the manhole lining work.

F. Concrete or brick to be coated shall be prepared by fresh water or abrasive blasting using properly graded, clean, sharp angular abrasive blast media to produce a sound surface, with no evidence of laitance, loose concrete contaminants or debris, and shall display a surface profile suitable for coating. Previously applied coatings, if any, shall be completely removed during abrasive blasting operations or by other appropriate means. No material shall be permitted to enter the sewer during the cleaning process.

G. Remove all excess expansion joint material prior to application of coating system.

H. All masonry surfaces shall be washed to clean blast dust out of the pores of the brick or cement substrate.

I. Prior to the application of the coating, the interior of the structure shall be sprayed with chlorine or other suitable solution to kill bacteria growth in the substrate and thoroughly rinsed just prior to the application of the coating and/or liner materials. Disinfection and final surface preparation requirements shall be coordinated with the coating/lining manufacturer. Application of the coating shall serve as evidence that the surface was properly prepared and acceptance for the application of the coating.

J. The walls shall be tested for pH and brought to a neutral state prior to application of coating/liner.

K. Areas of the manholes that are found to be severely structurally damaged and in need of repair beyond the scope of this Item shall be brought to the attention of the City. A suitable repair method shall be developed for each area and submitted to the City along with costs for review prior to commencing the repair.

L. Any bench, channel, or service line repairs shall be made at this time using the quick-setting patching mix. Material shall be 100% solids epoxy mastic compatible with the primary coating. No cementitious repairs materials will be allowed.

M. Benches and inverts shall be prepared and cleaned in the same manner as prescribed above.

3.9 APPLICATION OF STRUCTURAL AND CORROSION — RESISTANT MANHOLE COATING

A. The Contractor shall take precautions to keep overspray or excess material from entering the sewers connected to the manhole.

B. No application shall be made to frozen surfaces or if freezing is expected to occur inside the structure within 24 hours after application. Temperature of the surface to be coated should be maintained between 40 and 100 degrees Fahrenheit.

C. The interior surfacing system shall be applied to the chimney, walls, bench, and pipe invert of all manholes and to the specified surfaces of all other structures.

D. The interior surfacing system shall be continuously bonded to all brick, mortar, concrete, chemical sealant, grout, pipe and other surfaces inside the manhole according to ASTM C882 testing and therefore shall be designed for hydrostatic loading.

E. The cured surfacing shall be monolithic with proper sealing connections to all unsurfaced areas and shall be placed and cured in conformance with the recommendations of the monolithic surfacing system manufacturer.

F. When cured, the system shall form a continuous, smooth structural, tightfitting, hard, corrosion resistant and impermeable surfacing that is suitable for long-term use in a sanitary sewer system and chemically resistant to any chemicals, bacteria or vapors found in wastewater environment.

G. The system shall effectively seal the interior surfaces of the manhole and prevent any penetration or leakage of groundwater infiltration.

H. The system shall be compatible with the thermal conditions of the existing sewer structure surfaces.

I. The system shall include heated, plural component, specially designed equipment for use in the spray or spincast application of the specified system approved for use by the monolithic surfacing system manufacturer.

J. Application procedures shall conform to the recommendations of the interior surfacing system manufacturer, including material handling, mixing, and environmental controls during application, safety, and equipment.

K. The equipment shall be specially designated to accurately ratio and apply the specified materials and shall be regularly maintained and in proper working order.

L. The specified materials must be applied by an approved installer of the monolithic surfacing system.

M. The walls and bench and pipe invert of the structure shall be lined with the monolithic surfacing system to provide a thickness as previously specified based on the condition of the existing structure. The cured surfacing shall be monolithic with proper sealing connections to all unsurfaced areas and shall be placed and cured in accordance with the recommendations of the monolithic surfacing system manufacturer.

N. Specially designed spray and/or spincast application equipment may be used to apply each coat of the system.

O. Inspection and Quality Control: The City shall have the right to inspect work at all times. Failure of the City to provide inspection services does not relieve the Contractor of their responsibility to perform the work in accordance with these Specifications. Prior to payment for the coating activities completed on each structure, the Contractor shall submit digital photographs, clearly labeled with the Contract Documents designated manhole number and location of the coating completed. Review of these photographs, in conjunction with physical inspection, will be the basis for approving the work and payment for this work.

P. Clean-up and Disposal: The Contractor shall not allow waste or debris to accumulate. Waste shall be removed from the job site at frequent intervals.

Q. Final Acceptance: After the coating work has been completed, the work shall be visually inspected for compliance and tested for watertightness by the Contractor in the presence of the City. The City reserves the right to inspect the coated manholes during the warranty period. Any leakage or defects in the work found by this inspection or watertightness testing shall be corrected by the Contractor within 30 days' notice, at no additional cost to the City. Finished structures shall be documented in accordance with SC-48 POST MANHOLE REHABILITATION DOCUMENTATION

PART 4 - MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT

Measurement of protective coatings of manholes shall be per vertical foot.

4.2 BASIS OF PAYMENT

A. Payment for this item of work shall be inclusive of all items of work required to successfully complete the work. The price includes all labor, materials, equipment, tools, confined space entry and equipment, resident notification and incidentals for cleaning, repairing, patching, repointing

brick, grout injection, sealing and waterproofing of all surfaces including walls and chimney, coating application, post construction video, sediment and root removal, debris collection and disposal, site cleanup, and all other work not included under other items but necessary to successfully complete the manhole coating as specified and directed.

B. Payment for the structural and corrosion resistant coating of manholes to be coated will be measured per vertical foot of coating applied as shown in the Contract Documents.

C. No payment shall be made until all required submittals including post rehabilitation submittals in accordance with SC-48 POST MANHOLE REHABILITATION DOCUMENTATION are received and accepted by the Engineers.

ITEM 882 CONTINGENT REPAIR AND COAT MANHOLE INTERIOR (CEMENTITIOUS)

PART 1 GENERAL

1.1 DESCRIPTION

A. This work involves a spray applied or hand troweled cement-based lining system for internal manhole rehabilitation that includes any structural repairs, infiltration control, and coating the manhole interiors. Work shall only be done as directed by the Engineer.

B. This work shall include the furnishing of all materials, equipment, tools, and labor as required for the rehabilitation of the manholes.

C. Rehabilitation products shall be applied to the manhole from the frame seat to and including the benches. Each system must provide a non-prorated warranty as herein described in manholes to stop infiltration, prohibit root intrusion, protect the existing structure from further deterioration, and provide a surface coating resistant to collection system gases and chemicals.

D. Work not included in this item is outlined below:

1. Replacing manhole frame and cover.
2. Replacing manhole frame and cover with watertight manhole frame and cover.
3. Resetting the existing manhole frame and cover.
4. Installing interior frame seal (chimney seal).
5. Replacing manhole adjustment rings (chimney).
6. Replacing manhole steps.
7. Repairing cracks with grout.
8. Sealing leaks.
9. Repairing bench.
10. Repairing invert channel.
11. Repairing pipe seal.

1.2 SUBMITTALS

A. Product Installation History: The product proposed for the rehabilitation of sanitary manholes shall been in use for minimum ten years. Provide references to past projects where this product has been installed. Provide minimum 10 references as detail in Section 1.2F.

DRP requirements. All branch and root pruning shall be performed under the supervision of a Maryland Licensed Tree Expert (refer to Maryland DNR website for list). Questions should be directed to Erik Dihle, City Arborist at (410) 396-6110.

SC-45 REQUIREMENTS AND CONTRACT PROVISIONS FOR PROJECT

The instructions and forms pertinent to the "Requirements and Contract Provisions for the Project Financed through the Maryland Water Quality Revolving Loan Fund and the Maryland Drinking Water Revolving Loan Fund" are **included in Appendix A and are hereby made part of this contract.**

The Federal Wage Rates shall be used for all state funded projects as determined by the US Department of Labor under the Davis-Bacon and related Acts. The most recent federal prevailing wage rates can be obtained from: http://www.wdol.gov/dba.aspx#0. In case of conflicts between the Federal Wage Rates and the Minimum Wage Rates – City of Baltimore included under Special Conditions SC-1, the Contractor shall use the higher rates.

SC-46 GENERAL GUIDANCE – Requirement for use of American Iron and Steel (AIS) Products Under Water Quality and Drinking Water State Revolving Fund (WQ/DW SRF) projects

AIS requirements are included in Appendix B and are hereby made part of this contract.

SC-47 TUBULAR SLEEVE HYDROPHILIC SEAL FOR CIPP WORK

The Contractor's attention is directed to the addition of Tubular Sleeve Hydrophilic Seals to the ends of all pipes to be CIPP lined. The seals are intended to prevent pipe –liner interspatial infiltration and flow. Refer to Construction Details section for the CIPP liner for the seal technical specifications.

SC-48 POST MANHOLE REHABILITATION DOCUMENTATION

Submit post rehabilitation documents for each manhole in both hard copies and electronic format.

1. Hard Copies

   Hard copies shall be provided in 3-ring binders with divider tabs for each manhole. Each tab shall be labelled with Manhole's ID.

2. Electronic Media

   Electronic files shall be submitted on workable, unlocked/unrestricted computer media format (USB Drive) including compatible Microsoft Word *doc* (93-2003) format and jpeg image format. Each manhole shall be provided in its own folder. The folder shall be labelled with the Manhole's ID. All electronic files name format shall be per below:

   MANHOLE ID_MM_DD_YYYY_1…2…3…4…

3. Photographs for each manhole shall clearly identifying the manhole number referenced in the Contract Drawings and the post rehabilitation work completed. Photographs shall include multiple pictures including:

    a. Overview photograph of the manhole and the location of the surrounding area. Photograph is required to show the manhole with its lid open, a dry erase board with the manhole number and inspection date and the surrounding area. The photograph should be taken approximately 15 feet away from the manhole.
    b. Top view photographs of the manhole clearly showing the top frame, surface grade around the frame, and full height of the manhole.
    c. Intermediate view photographs showing clearly the walls, bench and channel of the manhole.
    d. Post rehabilitation photographs showing specific rehab done to the manhole.

4. Documents for each manhole shall include list of rehabilitation completed for each manhole in a table format similar as shown in the Contract Drawings. Provide list of work perform for each manhole. Provide list of work not performed as original scope in the Contract Documents.

5. Only final complete manhole rehabilitation shall be submitted for review. Submittals of manholes with incomplete rehabilitation work will result in complete rejection of the submittal.

6. Any incomplete, unreadable, or poorly taken pictures will result in complete rejection of the submittal.

7. No payment shall be made until all required submittals including post rehabilitation submittals are received and accepted by the Engineers.

MIDLAND
Engineering Services

ADDENDUM #01

Project Number U21-03

TO ALL BIDDERS ON THE SUBJECT BID: **Midland Draw Utility Adjustments – Golf Course Rd. to Front Street**

ADDENDUM #01

DATE: June 11, 2021

1. Q/A and Clarification
2. Sign-In Sheet
3. Pre-Bid Agenda
4. Revised Proposal
5. Revised Pay Notes

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

All other terms and conditions shall remain the same.

Red Deer Construction LLC
Company Name

Bidder Authorized Signature

06/16/2021
Date

David Chandler III
Please Print Above Name

432-695-4420
Phone

Midland Draw Utility Adjustments – Golf Course Rd. to Front Street
Project Number U21-03

Q/A and Clarification

During the Pre-Bid Meeting, the following questions were raised by one or more bidders. Below is a list of the questions along with the answers and clarifications.

Clarification: Contractor must be willing to sign contract as is.

Clarification: Check that all conflict of interest forms are completed if applicable.

Clarification: Check that all bid bond forms are in order when submitting bids.

Clarification: Contractor must fill out all bid items in the Proposal for the bid to be considered complete.

Clarification: The Proposal section of the Bid Packet has been revised. The revised version is attached to this Addendum 01. Bidders are to remove all previous versions of the Proposal section in their entirety and replace them with the attached revision.

Clarification: All addendum acknowledgement forms must be included with the bid for the bid to be considered complete. Bidders have sole responsibility for making sure they have and acknowledge all addendums provided for this project bid.

Clarification: General Contractors may submit as proof of possession of an active Water Operator D License, an active Wastewater D License or an active Class 1 Collections License by providing documentation from their Sub-Contractors showing that they have the appropriate licenses.

Clarification: The Bid Opening Date will be Wednesday, June 16, 2021. Please disregard the date provided on the Pre-Bid Meeting Agenda.

Q: Pre-Bid Agenda Item No. 3 – Based on your project overview and scope, it seems you are requesting one rehabilitation process or another. Is this correct?

A: Bidder's will be able to bid on an "either/or" basis when it comes to the rehabilitation process. The Proposal and the Pay Notes will be updated and be placed with Addendum No. 1 for Bidders to use. The specifications for the structural lining processes are included in the Technical Specifications of the Contract Documents.

Pre-Bid Teleconference Meeting Attendance

U21-03

Midland Draw Utility Adjustment - Golf Coarse Road to Front Street

Date: 06-09-2021 - 3:00 PM

☑	Name *(Please Print)*	Company Name *(Please Print)*	Phone Number	Fax Number	Email
√	Claudius Sanchez	City of Midland			csanchez@midlandtexas.gov
	Matt Carr	City of Midland			mcarr@midlandtexas.gov
√	Bobby Wojciechowski	City of Midland			bwojciechowski@midlandtexas.gov
√	Jesus Perez	City of Midland			jperez@midlandtexas.gov
√	Erika Martinez	City of Midland			emunoz@midlandtexas.gov
	Carolina Jimenez	City of Midland			cjimenez@midlandtexas.gov
	Jesse Ramirez	Reece Albert			jesser@reecealbertinc.com
	Steve Strain	Onyx Contractors			steve.s@onyxcontractors.com
	Steven Rock	JD King			s.rock@jdkingcorp.com
	Nolan Windword	JD King			nolan.windword@jdkingcorp.com
	Adrian Perez	JD King			a.perez@jdkingcorp.com
√	David Chandler	Red Deer			david@reddeerconstructiontx.com
	Emily Ford	Boler			emily@boler.net
	Keneth Ford	Jones Bros.			k.ford@jonesdp.com
√	Rene Franks	Parkhill			rfranks@parkhill.com
	Nick Lehnhoff	A&W Maintenance			
√	Trey Chandler	Red Deer			trey@reddeerconstructiontx.com
√	Mark Delossantos	Furgusan Construction			markd@fergusoncc.com

Midland Draw Utility Adjustments – Front Street to Golf Course Road
Pre-Bid Teleconference Meeting Agenda
Project No. U21-03
June 9, 2021; 3:00 PM

Teleconference Call In Number: (866) 528-2256
Access Code: 4450719

Discussion Items

1. Sign-In Sheet
   - Please email csanchez@midlandtexas.gov if you plan to attend the teleconference so your name and contact information can be added to the attendance roll and to ensure you receive a copy of the Addendum following the pre-bid teleconference meeting.

2. Personnel Overview
   - Matt Carr – City Engineer
   - Mike Pacelli – Traffic Engineer
   - Cory Moose – Assistant Utilities Director
   - Bobby Wojciechowski – Construction Manager, construction management & inspections
   - Rex Swearinger – Operations Planner, utility coordination
   - Gabe McClelland – Transportation Manager
   - Jesus Perez – Project Manager
   - Natalie Burgard – Administrative Assistant, document processing
   - Erika Martinez – Purchasing Manager, conduct bid process and bid opening

3. Project Overview and Scope
   - Base Bid - The project will include demolition of existing structures, installation and removal of outfall protection wall, existing manhole rehabilitation, manhole replacement, manhole adjustments, sanitary sewer pipeline installation and including all necessary mobilization as well temporary as erosion control, traffic control, coordination with City of Midland staff and organizations such as TxDOT, OSHA, franchise utilities, etc. as needed.
   - Additive Alternate 1 – The project will include the deduction of the Geopolymer rehabilitation process and recommend the Epoxy rehabilitation process for the concrete and brick sewermanholes.

4. Bid Process
   - Pre-Bid Meeting Teleconference attendance is non-mandatory to bid on this project.
   - ATTENTION: All questions submitted before or after the Non-Mandatory Pre-Bid Meeting Teleconference must be submitted via email to the following email address: csanchez@midlandtexas.gov
   - Addendum distributed by email the Friday afternoon following the Pre-Bid Meeting.
     - The deadline to ask or send questions for the addendum is this Friday, June 11, 2021 at Noon.
     - Questions asked after the Noon deadline will be directed to the information already provided in the bid documents or included in the Addendum.
   - ATTENTION: The City of Midland's City Hall is once again open to the Public. All bidders are still encouraged to mail bid packets to one of the addresses below rather than delivering them in person in the interests of maintaining social distancing.

USPS Mailing Address:
City of Midland, Texas
Attn: City Secretary's Office
P O Box 1152
Midland, TX 79702

– OR –

Physical Address for mail carriers other than USPS:
City of Midland, Texas
Attn: City Secretary's Office
300 North Loraine St, Suite 330
Midland, TX 79701

If bid packets are delivered in person, the bid packets must be dropped off at City Hall before the bid opening deadline. Due to increased security within the building, Bidders must stop by the receptionist's desk, across the elevators, for assistance with time stamping the bid packet for the bid.

- **Bid Opening is Wednesday, June 14, 2021 at 2:00 PM** in the City Hall Council Chamber located on the 1st Floor of Midland's City Hall.
  - ATTENTION: The City of Midland's City Hall is once again open to the Public. The public bid opening will also be shown via the City Council Meeting live feed to maintain social distancing requirements due to COVID-19. This can be accessed from the following web address at the time of the bid opening: http://www.midlandtexas.gov/600/Watch-Council-Meetings
  - No late bids will be accepted.
  - Bidders must be willing to sign the contract as is.
  - Bidders must complete the conflict of interest forms if applicable.
  - Bidders must fill out all bid items in the Proposal. If bid items are left blank then the bid will be considered non-responsive.
  - Bidders have sole responsibility for making sure they have and acknowledge all addendums provided. If all acknowledgement forms are not included with the bid packet submittal then the bid will be considered non-responsive.

5. Notice to Proceed
   - Date of Notice to Proceed to be determined at the Pre-Construction Meeting.
   - Pre-Construction Meeting date will be set after the project bid is awarded.

6. Payment
   - Invoices should be submitted on or before the 1st day of each month and cover work completed up to the 25th day of the preceding month.
   - Invoice submittals need to be itemized and match the bid items listed in the bid packet Proposal.
   - Payment based on the portion of work completed only. No payment for material delivery.
   - 5% retainage until project completion, acceptance, and final payment.
   - Recommended that invoices state "Invoice Due Upon Receipt" or have a due date that is two (2) weeks after the date the invoice is submitted.

7. Project Schedule
   - City Inspector must be notified of all work occurring and be able to perform inspections on any construction or installation that occurs.
   - Typically Monday – Friday from 8:00 AM – 5:00 PM. No work earlier than 7:00 AM or later than 8:00 PM without City permission unless for emergency conditions.
   - Work will not occur on Sundays or legal holidays unless required for emergency situations.
   - Work will not occur on Saturdays unless requested by Contractor in writing at least 48-hours in advance and approved by the City Engineer.

8. Project Specifics

    - Bidders must provide documentation as part of the bid packet submittal proving that they possess either an active Water Operator D license, an active Wastewater D license, or an active Class 1 Collections license, and the Contractor must maintain at least one of these active licenses for the entirety of the project. Any bid submittal that does not include this required documentation will be rejected as a non-responsive bid. If a Contractor allows the required license or licenses to lapse at any time during the project, then all work under this project will be halted and the City of Midland will have sole discretion to either allow the Contractor to renew their active licenses before resuming work or to end the project immediately.

9. Questions received to date and City responses:
   None.

10. Any Additional Questions?

Please direct all questions or comments following the Pre-Bid Meeting to Claudius Sanchez with the City of Midland.

Engineering Services

Claudius Sanchez Czyzewska
Office Phone: (432) 685-7286
Email: csanchez@midlandtexas.gov

PROPOSAL

TO: Honorable Mayor and City Council
City of Midland
Midland, Texas

Gentlemen: The undersigned bidder, having examined the drawings, specifications and contract documents, the location of the proposed work, and being fully advised as to the extent and character of the work, proposes to furnish all material, equipment, and to perform all labor and work necessary for the completion of the construction of the work described by and in accordance with the attached drawings, specifications, and contract, for the following prices, to wit:

Project Name: Midland Draw Utility Adjustment Project – Front Street to Golf Course Road

Project Number: U21-03

Base Bid: Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	1 MO	Mobilization, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M1)	$_____	$_____
2)	1 MO	Temporary Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M2)	$_____	$_____
3)	1 MO	Traffic Control, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M3)	$_____	$_____
4)	1 MO	Job Site Safety, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M4)	$_____	$_____
5)	1 EA	Outfall Protection Gabion Wall, installed, complete and in place, and removed for the sum of: _____dollars and _____cents per each. (Pay Note M5)	$_____	$_____

Base Bid: Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
6)	Enter Percentage	Material Mark-up, complete and in place, for the sum of: _____ percent. (Pay Note M6)	_____%	$_(No Entry)_
7)	Enter Percentage	Labor Mark-up (Regular Work Hours), complete and in place, for the sum of: _____ percent. (Pay Note M7)	_____%	$_(No Entry)__
8)	Enter Percentage	Equipment Rental Mark-up (Non-Standard Equipment Only), complete and in place, for the sum of: _____ percent. (Pay Note M8)	_____%	$_(No Entry)__
Total Miscellaneous Items 1-8		$_____		

Base Bid: Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	21 LF	Removal & Disposal of Existing 30” HDPE Storm Drain Pipe, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note D1)	$_____	$_____
Total Demolition Item 1		$_____		

Base Bid: Wastewater Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	116 LF	6" SDR 26 ASTM D2241, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note WW1)	$_____	$_____
2)	83 LF	8" SDR 26 ASTM D2241, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note WW1)	$_____	$_____
3)	14 EA	Manhole Ring & Cover Adjustment, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note WW2)	$_____	$_____
4)	2 EA	Lower Concrete Manhole, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note WW3)	$_____	$_____
5)	3 EA	60" Fiberglass Manhole & Cover, (0'-15' Deep), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note WW4)	$_____	$_____
6)	9 EA	Structural Lining Rehabilitation, Brick Manholes with New Concrete Slab Top (8 Feet average adjusted depth) Warren, GeoKrete or approved equal, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note WW5)	$_____	$_____

Base Bid: Wastewater Items				
Item No.	Quantity	Description	Unit Price	Total Amount
7)	11 EA	Structural Lining Rehabilitation, Concrete Manholes (13 Feet average adjusted depth) Warren, GeoKrete or approved equal, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note WW6)	$_____	$_____
8)	1 EA	Sawcut Fiberglass Barrel and Lower Manhole, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note WW7)	$_____	$_____
Total Sewer Items 1-8		$_____		

Price For:	
1. Miscellaneous Items	$_____
2. Demolition Items	$_____
3. Wastewater Items	$_____
Base Bid Total Price	$_____

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

_____dollars

and _____ cents total.

The undersigned bidder hereby declares that he has visited the site of the work and has carefully examined the contract documents pertaining to the work covered by the above bid. The selected contractor will receive written notice to proceed.

Bidder agrees to substantially complete all work within 30 calendar days after receipt of notice to proceed.

PUBLIC INFORMATION

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

Enclosed herewith in this proposal is a cashier's check, cash or bid bond on a form approved by the City Attorney, for

_____dollars

and _____ cents total. ($_____)

which it is agreed shall be collected and retained by the owner as liquidated damages in the event this proposal is accepted by the Owner within thirty days (30) after the date advertised for the reception of bids and the undersigned fails to execute the contract and required bonds with the owner, under the conditions thereof, within (15) days after the date said proposal is accepted; otherwise said check or bond shall be returned to the undersigned on demand.

_____

Name of Contractor

Submitted By: _____

Print Name and Title

_____

Signature

_____

Mailing Address

_____

City State Zip

PAY NOTES

Midland Draw Utility Adjustment Project - Front Street to Golf Course Road (U21-03)

Bid Item		Pay Quantity Note
Miscellaneous Items		
1	Mobilization	M1
2	Temporary Erosion/Sediment Control	M2
3	Traffic Control	M3
4	Job Site Safety	M4
5	Outfall Protection Gabion	M5
6	Material Mark-up	M6
7	Labor Mark-up	M7
8	Equipment Rental Markup	M8
Demolition Items		
1	Removal & Disposal of Existing Storm Drain	D1
Wastewater Items		
1	6" SDR 26 ASTM D2241, PVC, Wastewater Main	WW1
2	8" SDR 26 ASTM D2241, PVC, Wastewater Main	WW1
3	Manhole Ring & Cover Adjustment	WW2
4	Lower Concrete Manhole	WW3
5	60" Fiberglass Manhole & Cover (0'-15' Deep)	WW4
6	60" Structural Lining Rehabilitation of Brick Manhole & Cover (0'-7' Deep)	WW5
7	60" Structural Lining Rehabilitation Concrete Manhole & Cover (0'-13' Deep)	WW6
8	Sawcut and Lower 60" Fiberglass Manhole Barrel	WW7

PAY QUANTITY NOTES

M1 Includes the necessary equipment, labor, materials, and incidentals for all Mobilization to the job site complete and in place. Measurement and payment to be made per month.

M2 Includes the necessary equipment, labor, materials, and incidentals to implement the Erosion Control Plan per the construction drawings and City of Midland standards and specifications. Measurement and payment to be made per month.

M3 Includes the necessary equipment, labor, materials, and incidentals to implement the Traffic Control per the approved Traffic Control Plan. Any required traffic control devices are to meet the City of Midland Traffic Division Standards. Measurement and payment to be made per month.

M4 Includes the necessary equipment, labor, materials, and incidentals to implement Job Site Safety and to provide a safe work environment for the project work area (including all personal protection equipment, trench safety, etc.) per the construction drawings and in compliance with all applicable Federal, State, and Local requirements or regulations including those of OSHA and the City of Midland. JOB SITE SAFETY IS THE RESPONSABILITY OF THE CONTRACTOR. Measurement and payment to be made per month.

M5 Includes installation and removal for Outfall Protection Gabion Wall and all necessary equipment, labor, materials, and incidentals per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per each.

M6 Includes the Material Mark-up for materials and material sizes (pipe, valve, manhole, etc.) required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of the material in question plus the set percent increase established by this bid item. The Contractor must provide a copy of the invoice for the material cost from the supplier to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any material. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

M7 Includes the Labor Mark-up (Regular Work Hours) for labor required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of labor in question plus the set percent increase established by this bid item. The Contractor must provide a typical hourly pay rate for work crews prior to the percent increase along with the number of workers on the crew and the number of hours worked by the crew for the project in question to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any labor. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

M8 Includes the Equipment Rental Mark-up (non-standard equipment only) required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of the equipment rental in question plus the set percent increase established by this bid item. The Contractor must provide a copy of the invoice for the rented equipment from the equipment supplier to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any rented equipment. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

D1 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Utility Mains per the construction drawings and City of Midland standards and specifications, including the removal and disposal of all pipes, fittings, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all valves, manholes, fittings, junctions, structures, and appurtenances.

WW1 Includes the necessary equipment, labor, materials, and incidentals for the installation of Wastewater Mains per the construction drawings and City of Midland standards and specifications, including all embedment, detector wire, tracer tape, necessary testing, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all structures and appurtenances.

WW2 Includes the necessary equipment, labor, materials, and incidentals for Mahole Ring & Cover Adjustment per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. This includes a minimum 1.0' wide concrete collar whose width is measured from the outer edge of the cover to the outer edge of the concrete ring. Measurement and payment to be made per each adjustment made.

WW3 Includes the necessary equipment, labor, materials, and incidentals for lowering concrete manhole per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Measurement and payment to be made per each adjustment made.

WW4 Includes the necessary equipment, labor, materials, and incidentals for the installation of Fiberglass Manhole & Cover up to a depth of 15' per the construction drawings and City of Midland standards and specifications, to the depth shown on the construction drawings and including all embedment, base, necessary testing, concrete collars, and appurtenances. Measurement and payment to be made per each manhole installed.

WW5 Includes the necessary equipment, labor, materials, and incidentals for the installation of an Structural Lining Rehabilitation on a Brick Manholes & Cover to an adjusted average depth of 8' per the construction drawings and City of Midland standards and specifications, and including all embedment, base, necessary testing, concrete collars, new concrete slab top and appurtenances. Structural Lining shall be Warren, GeoKrete or approved equal. Measurement and payment to be made per each manhole installed.

WW6 Includes the necessary equipment, labor, materials, and incidentals for the installation of an Structural Lining Rehabilitation on a Concrete Manholes & Cover to an adjusted average depth of 13' per the construction drawings and City of Midland standards and specifications, and including all embedment, base, necessary testing, concrete collars, new concrete slab top and appurtenances. Structural Lining shall be Warren, GeoKrete or approved equal. Measurement and payment to be made per each manhole installed.

WW7 Includes the necessary equipment, labor, materials, and incidentals for the Sawcutting & Lowering of Fiberglass Manhole & Cover to a final depth of specified per the construction drawings and City of Midland standards and specifications and including all embedment, base, necessary testing, concrete collars, new concrete slap tops and appurtenances. Measurement and payment to be made per each manhole installed.

Reté Franks
ENGINEER

05-17-2021
SUBMITTED

Matt Carr
CITY ENGINEER

5/20/2021
APPROVED

~~ENGINEERING SERVICE~~ UTILITIES DIRECTOR

5/20/2021
APPROVED

CITY OF MIDLAND

MIDLAND DRAW UTILITY ADJUSTMENTS

FRONT STREET TO GOLF COURSE ROAD

PROJECT NUMBER U21-03

MAY 2021

CONTRACTOR _____

DATE CONTRACTOR BEGINS WORK _____

DATE WORK WAS COMPLETED _____

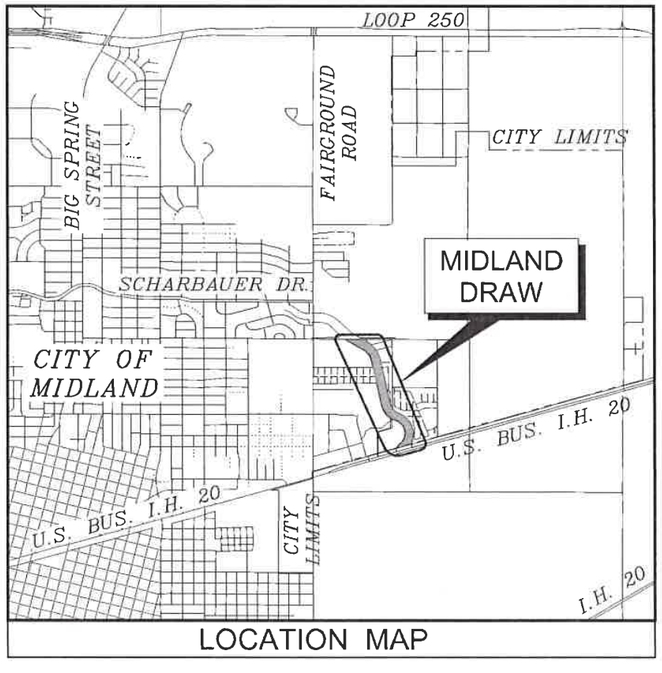
DATE WORK WAS ACCEPTED _____

FINAL CONTRACT COST _____

MIDLAND DEVELOPMENT CORPORATION

BOARD OF DIRECTORS

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STEPHEN LOWERY	1ST VICE CHAIR
CHASE GARDAPHE	2ND VICE CHAIR
BERRY SIMPSON	SECRETARY
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P. LOURCEY SAMS	DIRECTOR



LOCATION MAP

MIDLAND
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CITY OF MIDLAND
300 N. LORAINE ST.
MIDLAND, TEXAS 79702

MAYOR

PATRICK PAYTON

COUNCIL MEMBERS

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JOHN NORMAN	DISTRICT 2
JACK LADD	DISTRICT 3
LORI BLONG	DISTRICT 4
MICHAEL TROST	AT LARGE
SPENCER ROBNETT	AT LARGE

CITY MANAGER

ROBERT PATRICK

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CITY ENGINEER

MATT C. CARR, P.E.
OFFICE: (432) 685 -7286

Texas811
Know what's below. Call before you dig.

DARRELL GLASS & COOPER, INC. TBPE F-1515 RETÉ FRANKS 69100 LICENSED PROFESSIONAL ENGINEER 05/17/21
Reté Franks

SET NUMBER:

SHEET INDEX

SHT. NO.	SHEET DESCRIPTION
G-101	COVER SHEET
G-102 - G-103	GENERAL NOTES
G-104	STORMWATER POLLUTION PREVENTION PLAN
G-105	EROSION CONTROL NOTES
C-100	EXISTING SITE CONDITIONS PLAN
C-101	DEMOLITION PLAN
C-201 - C-202	MANHOLE ACTIONS
C-203 - C-204	VENT AND GABION LOCATIONS
C-205 - C-206	SEWER LINE ADJUSTMENTS
C-207	STORM SEWER ADJUSTMENTS
C-501 - C-508	STORM AND SANITARY SEWER DETAILS
C-509 - C-511	EROSION CONTROL DETAILS
C-512	WATER METER & SERVICE CONNECTION DETAILS

GENERAL NOTES:

A. THIS DESIGN IS FOR PUBLIC STORM DRAINAGE, WASTEWATER, AND STABILIZATION IMPROVEMENTS AT MIDLAND DRAW FROM FRONT STREET (BUSINESS I-20) TO GOLF COURSE ROAD.

B. ALL CONSTRUCTION IS TO COMPLY WITH CITY OF MIDLAND STANDARDS AND SPECIFICATIONS WHEREVER APPLICABLE. ALL OTHER STANDARDS AND REQUIREMENTS ARE TO COMPLY WITH ALL APPLICABLE FEDERAL AND STATE REGULATIONS, REQUIREMENTS, AND STANDARDS. WHEREVER CITY OF MIDLAND STANDARDS AND FEDERAL OR STATE REQUIREMENTS DIFFER THE MORE RESTRICTIVE STANDARD, REQUIREMENT, OR REGULATION WILL GOVERN.

C. ALL BEARINGS, DIMENSIONS, AND COORDINATES SHOWN IN THIS CONSTRUCTION DRAWING SET ARE RELATED TO TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM 1983. ALL ELEVATIONS ARE RELATED TO NORTH AMERICAN VERTICAL DATUM 1988.

D. EXISTING ELEVATIONS AND TOPOGRAPHIC FEATURES SHOWN IN THIS CONSTRUCTION DRAWING SET HAVE BEEN LOCATED USING CITY OF MIDLAND RECORDS, SITE INSPECTIONS, SURVEYS, ONE CALL MARKINGS, AND CONSTRUCTION AND RECORD DRAWINGS. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION PRIOR TO CONSTRUCTION AND NOTIFYING THE CITY ENGINEER OF ANY CONFLICTS BETWEEN EXISTING CONDITIONS AND PROJECT DESIGN.

E. EXISTING UTILITIES, INFRASTRUCTURE, AND OTHER OBJECTS INDICATED IN THIS CONSTRUCTION DRAWING SET HAVE BEEN LOCATED USING CITY OF MIDLAND RECORDS, SITE INSPECTIONS, SURVEYS, ONE CALL MARKINGS, AND CONSTRUCTION AND RECORD DRAWINGS. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION PRIOR TO CONSTRUCTION AND NOTIFYING THE CITY ENGINEER OF ANY CONFLICTS BETWEEN EXISTING CONDITIONS AND PROJECT DESIGN.

F. CONTRACTOR IS TO TAKE ALL NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING FACILITIES THAT ARE ENCOUNTERED REGARDLESS OF WHETHER OR NOT THEY APPEAR IN THIS CONSTRUCTION DRAWING SET.

G. ANY ISSUES, CONFLICTS, OR DISCREPANCIES ENCOUNTERED IN FIELD THAT CONFLICT WITH THIS CONSTRUCTION DRAWING SET ARE TO BE BROUGHT TO ATTENTION OF THE ENGINEER PRIOR TO MAKING ANY DESIGN CHANGES IN FIELD.

H. TRAFFIC CONTROL FOR THIS PROJECT WILL BE CONTRACTOR'S RESPONSIBILITY. CONTRACTOR MUST SUBMIT TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH TMUTCD, TO CITY OF MIDLAND FOR REVIEW AND APPROVAL NO LESS THAN TWO (2) BUSINESS DAYS BEFORE CONTRACTOR BEGINS ANY CONSTRUCTION ACTIVITY.

I. CONTRACTOR IS TO NOTIFY ALL AFFECTED PROPERTIES AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF ANY KNOWN OR PLANNED INTERRUPTION OF SERVICE OR ACCESS DUE TO ANY CONSTRUCTION ACTIVITY PERFORMED BY CONTRACTOR.

J. THE CONSTRUCTION LAYDOWN AND MATERIAL STORAGE AREA, APPROXIMATELY 175'X70', IS TO BE PLACED ADJACENT TO FRONT STREET, ON THE WEST TOP BANK OF MIDLAND DRAW.

K. ALL EXCESS MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND WILL BE REMOVED FROM THE PROJECT SITE.

L. OSHA REQUIREMENTS AND ALL OTHER APPLICABLE FEDERAL, STATE, OR CITY OF MIDLAND SAFETY REQUIREMENTS ARE TO BE FOLLOWED AND COMPLIED WITH AT ALL TIMES.

M. CONTRACTOR MUST COMPLY WITH ALL STAKING AND TESTING REQUIREMENTS AS DESCRIBED IN PROJECT BID PACKET.

N. CONTRACTOR IS REMINDED THAT THIS PROJECT IS LOCATED IN AN URBAN ENVIRONMENT. TREES AND OVERHEAD LINES ARE COMMON, AND CONTRACTOR IS TO PROVIDE PROPER EQUIPMENT TO COMPLETE ALL REQUIRED WORK FOR THIS PROJECT IN AN URBAN ENVIRONMENT.

O. REYES-MASHBURN-NELMS PARK IS AN ACTIVE PARK AREA FOR BOTH CHILDREN AND ADULTS. THEREFORE, CONTRACTOR IS DIRECTED TO TAKE PARTICULAR CARE WITH REGARDS TO CONSTRUCTION ACTIVITIES AND SITE SECURITY WITHIN PARK AREA SUCH AS EQUIPMENT OPERATIONS, TRENCH PROTECTIONS, PEDESTRIAN BARRIERS, ETC.

P. EXISTING CONDITIONS AT PROJECT LOCATION ARE COMPLEX AND FLUID. THERE ARE MULTIPLE OR SIGNIFICANT CHANGES IN FIELD CONDITIONS AT THIS LOCATION, AND EXISTING SURFACE OR SUB-SURFACE CONDITIONS SHOWN IN THIS CONSTRUCTION DRAWING SET MAY NOT REFLECT ALL EXISTING CONDITIONS WHEN CONSTRUCTION COMMENCES. CONTRACTOR IS REMINDED TO VERIFY ALL EXISTING CONDITIONS BEFORE STARTING DEMOLITION, EXCAVATION, OR CONSTRUCTION.

DEMOLITION NOTES:

A. CONTRACTOR IS TO NOTIFY CITY ENGINEER OF ANY ADDITIONAL DEMOLITION THAT MAY BE NEEDED AND RECEIVE WRITTEN CONFIRMATION THAT SUCH DEMOLITION IS APPROVED PRIOR TO ANY ADDITIONAL DEMOLITION TAKING PLACE.

B. CONTRACTOR IS TO TAKE CARE NOT TO DAMAGE OR REMOVE ANY EXISTING INFRASTRUCTURE OR PROPERTY, PUBLIC OR PRIVATE, THAT IS NOT INDICATED BY THIS CONSTRUCTION DRAWING SET. ANY SUCH DAMAGE OR REMOVAL MUST BE REPLACED OR REPAIRED BY CONTRACTOR AT THEIR SOLE EXPENSE TO EQUAL OR BETTER CONDITION.

C. EXISTING 8" PVC WASTEWATER MAIN PIPE AND ALL OTHER EXISTING WASTEWATER MAIN PIPE IDENTIFIED FOR REMOVAL ARE TO BE REMOVED IN THEIR ENTIRETY, INCLUDING ANY FITTINGS, STRUCTURES, AND APPURTENANCES.

D. EXISTING 30" HDPE STORM DRAIN PIPE AND ALL OTHER EXISTING STORM DRAIN PIPE IDENTIFIED FOR REMOVAL ARE TO BE REMOVED IN THEIR ENTIRETY, INCLUDING ANY FITTINGS, STRUCTURES, AND APPURTENANCES.

E. ALL SAW-CUTS ARE TO HAVE CLEAN, STRAIGHT EDGES AND ARE CONSIDERED INCIDENTAL TO ALL PROJECT WORK.

FILE NAME: A:\2020\9728.2003_DSGN\01_DWG\050_CIVIL\05_SHEETS\UTILITIES SET\G-102-9728.dwg LAYOUT NAME: G-102 PRINTED: Tuesday, May 18, 2021 - 2:49pm USER: RSkinner

Parkhill

RENÉ FRANKS 69100 LICENSED PROFESSIONAL ENGINEER 05/17/21

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MIDLAND DRAW
UTILITY ADJUSTMENTS
FRONT STREET TO GOLF COURSE ROAD

MIDLAND DEVELOPMENT CORPORATION

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MIDLAND DEVELOPMENT CORPORATION
200 N. LORAINE
MIDLAND, TEXAS 79701
855-824-6435

PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
2	05/18/2021	CITY REVIEW 01
1	05/17/2021	BID SET

GENERAL NOTES
SHEET 1 OF 2

G-102

CONSTRUCTION NOTES:

A. EXISTING CONTROL POINTS SHOWN ON THE PROJECT STAKING CONTROL PLAN HAVE ELEVATIONS BASED ON NAVD88.

B. CONCRETE REHAB AND NEW FRP MANHOLES ARE TO BE SET TO ELEVATIONS SHOWN ON SHEET C-202. BRICK MANHOLES ARE TO HAVE A NEW COVER INSTALLED TO ELEVATION PROVIDED IN SAME SHEET.

C. CONTRACTOR IS TO MATCH DESIGN GRADES AND ELEVATIONS SHOWN ON THIS CONSTRUCTION DRAWING SET.

D. NOTIFY CITY INSPECTOR OF ALL FRANCHISE UTILITY OR PRIVATE INFRASTRUCTURE ISSUES AND COORDINATE WITH BOTH CITY AND FRANCHISE UTILITY OR PRIVATE INFRASTRUCTURE OWNER.

E. AT NO POINT WILL A DISRUPTION IN WASTEWATER SERVICE BE ALLOWED. CONTRACTOR IS REQUIRED TO TEMORARILY BYPASS MANHOLE(S) AS NECESSARY TO ACCOMPLISH IMPROVEMENTS SHOWN HEREIN. BYPASS PLAN TO BE APPROVED BY ENGINEER PRIOR TO CONSTRUCTION OPERATIONS.

LEGEND

- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- PROJECT BOUNDARY
- SS — EXISTING STORM SEWER LINE
- EF — EF — ABANDONED 14" EFFLUENT LINE
- W — EXISTING WATER LINE
- S — EXISTING SEWER LINE
- MH — EXISTING SEWER MANHOLE
- X — X — EXISTING FENCE
- OHE — OHE — EXISTING OVERHEAD POWER LINES
- UGC — UGC — EXISTING UNDERGROUND TELEPHONE LINE
- G — G — EXISTING GAS LINE

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWGS\050_CIVIL\05_SHEETS\UTILITIES SET\G-103-9728.dwg LAYOUT NAME: G-103 PRINTED: Monday, May 17, 2021 - 1:53pm USER: RSkinner

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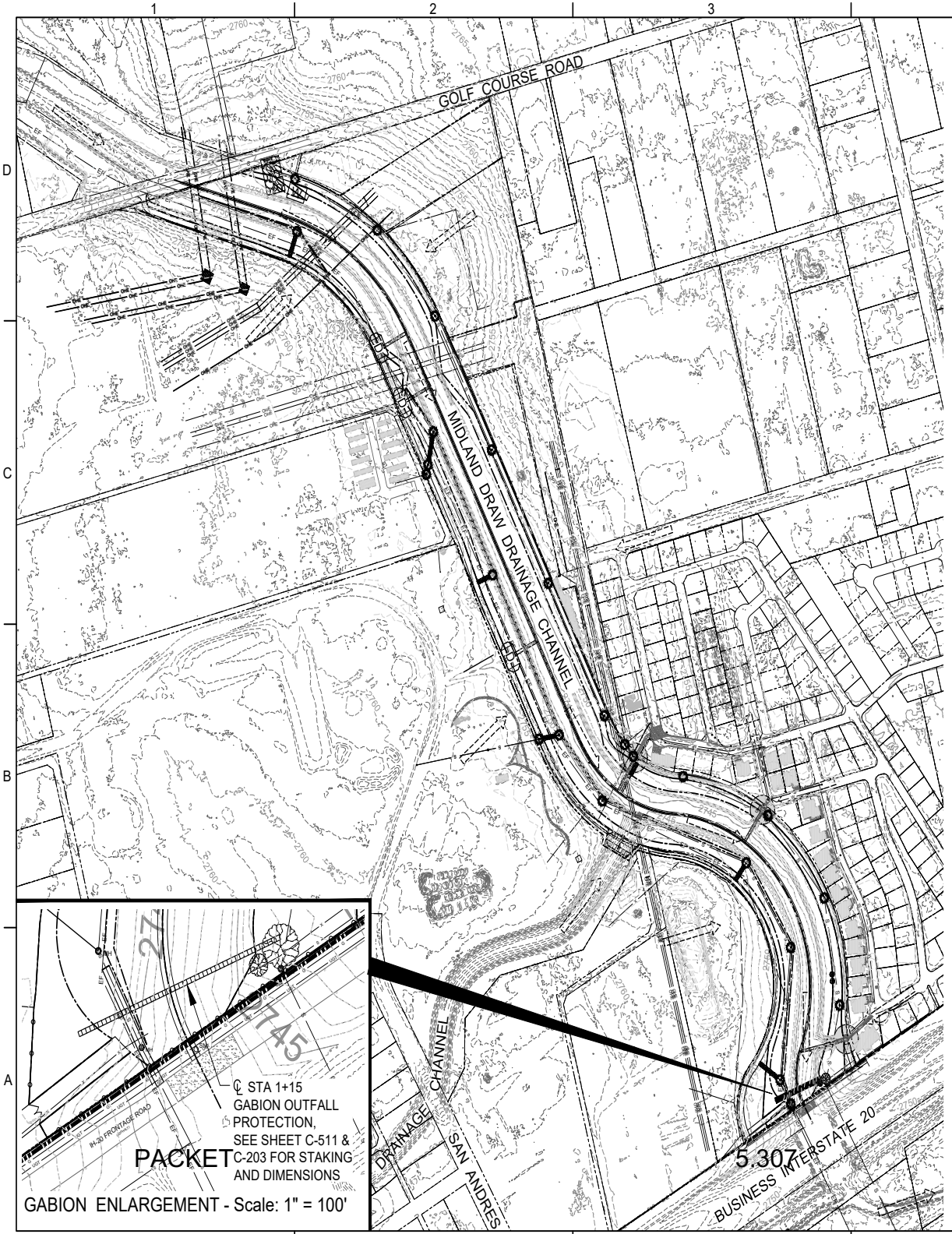
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MIDLAND, TEXAS 79701
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PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
1	05/17/2021	BID SET

GENERAL NOTES
SHEET 2 OF 2

G-103



N

0 200 400

**SPECIAL NOTE:

CONTRACTOR SHALL STRICTLY ADHERE TO THE LIMITS OF DISTURBANCE OUTLINED HEREIN AND SHALL TAKE EXTRA PRECAUTIONS TO MINIMIZE DISTURBANCE TO EXISTING FEATURES.

TEMPORARY EROSION CONTROL LEGEND

- FLOW DIRECTION (EXISTING)
- LIMITS OF DISTURBANCE
- STABILIZED CONSTRUCTION ENTRANCE
- GABION OUTFALL PROTECTION - SEE DETAIL SHEET C - 511
- [W] LOCATE CONCRETE WASHOUT

DISTURBED AREA IS APPROXIMATELY 0.52 ACRES

July 13, 2021

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MIDLAND DRAW UTILITY ADJUSTMENTS

FRONT STREET TO GOLF COURSE ROAD

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PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
1	05/17/2021	BID SET

STORMWATER POLLUTION PREVENTION PLAN

G-104

FILE NAME: A:\2022\09728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\UTILITIES SET\G-104-9728.dwg LAYOUT NAME: G-104 PRINTED: Monday, May 17, 2021 - 1:54pm USER: RSkinner

TEMPORARY EROSION CONTROL NOTES:

A. INSTALL TEMPORARY EROSION CONTROL MEASURES PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITY ON PROJECT SITE.

B. CONTRACTOR IS TO MAINTAIN EROSION CONTROL MEASURES AT ALL TIMES. REPAIRS TO EXISTING EROSION CONTROL MEASURES ARE TO BE MADE IMMEDIATELY UPON DISCOVERY THAT SUCH REPAIRS ARE NEEDED. ALL EROSION CONTROL MEASURES AT PROJECT SITE ARE TO BE INSPECTED IMMEDIATELY FOLLOWING ANY STORM EVENT.

C. CONTRACTOR IS TO MAINTAIN A REASONABLY CLEAN PROJECT SITE AT ALL TIMES. ANY SEDIMENT, DEBRIS, ETC. OUTSIDE PROJECT SITE ARE TO BE REMOVED PROMPTLY.

D. ANY ON-SITE STORAGE OF SPOILS, MATERIALS, OR EQUIPMENT ARE TO BE LOCATED WITHIN PERMISSIBLE STAGING AND STORAGE AREA DESIGNATED AS PART OF WORK ZONE AREA ON SHEET C-203. THIS AREA NEED NOT BE REVEGETATED ON COMPLETION OF PROJECT. 2

E. ON-SITE STORAGE OF SPOILS, MATERIALS, OR EQUIPMENT ARE NOT PERMITTED IN THE CHANNEL BOTTOM. IF ADDITIONAL STORAGE AREAS ARE NEEDED, THEY SHOULD BE APPROVED BY THE CITY OF MIDLAND AND LOCATED EITHER OFF-SITE OR ON THE UNEXCAVATED AREAS ABOVE THE TOP OF BANK.

F. ALL STOCKPILES ARE TO BE SURROUNDED BY SILT FENCE OR EQUIVALENT MEASURES AS APPROVED BY ENGINEER TO PROPERLY CONTROL SEDIMENT RUNOFF.

G. CONCRETE TRUCKS CANNOT UNDER ANY CIRCUMSTANCE WASHOUT IN UTILITY TRENCH. CONTRACTOR IS TO PROVIDE A WASHOUT CONTAINER FOR CONCRETE TRUCKS AND MUST REMOVE ALL WASHOUT AND SPOILS FROM PROJECT SITE.

H. IMPLEMENT SUPPLEMENTAL EROSION CONTROL MEASURES AS NEEDED DURING STORM EVENTS. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED AT SOLE DISCRETION OF ENGINEER IF AT ANY TIME ENGINEER BELIEVES EXISTING EROSION CONTROL MEASURES ARE INSUFFICIENT FOR NEEDS OF PROJECT SITE.

I. CONTRACTOR IS REQUIRED AT A MINIMUM TO REMOVE AND DISPOSE OF ACCUMULATED SILT, SEDIMENT, OR OTHER DEBRIS FROM EROSION CONTROLS WHEN SILT, SEDIMENT, OR OTHER DEBRIS HAVE REACHED A HEIGHT EQUAL TO HALF THAT OF EROSION CONTROLS PLACED OR IMPEDE THEIR EFFECTIVENESS.

J. CONTRACTOR IS TO LEAVE ALL TEMPORARY EROSION CONTROL MEASURES INSTALLED AT PROJECT SITE UPON COMPLETION OF CONSTRUCTION ACTIVITY. SUBSEQUENT EARTHWORK CONTRACT WILL INCLUDE REMOVAL OF SUCH MEASURES.

K. DAMAGES TO ADJACENT PROPERTY OR TO RECEIVING WATERS CAUSED BY IMPROPERLY INSTALLED OR POORLY MAINTAINED EROSION CONTROL MEASURES ARE SOLE RESPONSIBILITY OF CONTRACTOR.

L. LOCATE CONSTRUCTION ENTRANCE OFF GOLF COURSE ROAD. CONTRACTOR IS NOT TO ACCESS PROJECT SITE FROM BUSINESS I-20 (FRONT ST.)

M. LOCATE CONCRETE WASHOUT WITHIN PROJECT AREA AND SHIFT AS NECESSARY FOR CONSTRUCTION ACTIVITY. ALL WASHOUT AND OTHER SPOILS ARE TO BE REMOVED FROM SITE.

N. CONTRACTOR IS NOT TO BACKFILL OVER MANHOLES THAT ARE SET OR ADJUSTED BELOW EXISTING GROUND.

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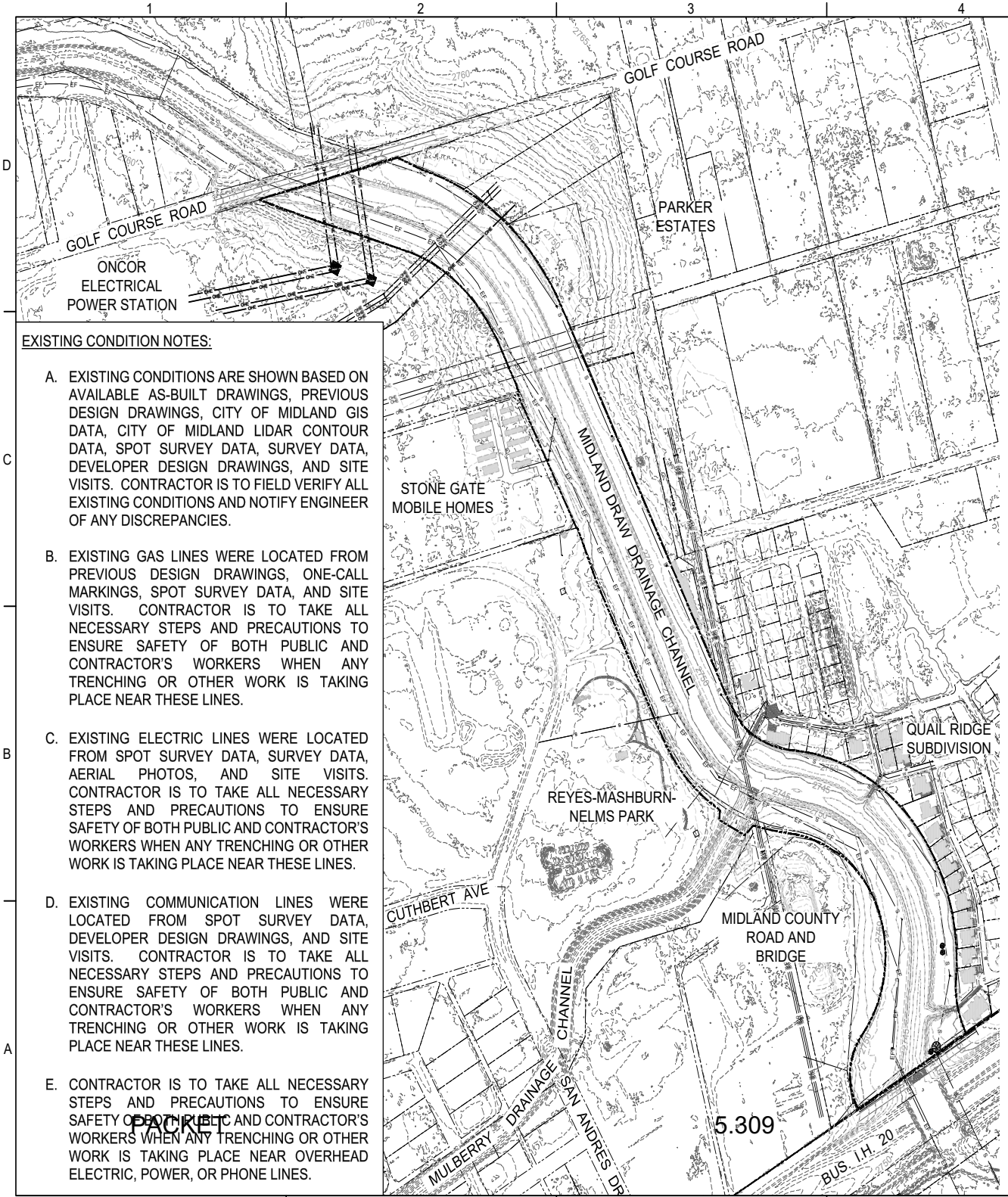
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PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
2	05/18/2021	CITY REVIEW 01
1	05/17/2021	BID SET

EROSION CONTROL NOTES
SHEET 1 OF 1

G-105



EXISTING CONDITION NOTES:

A. EXISTING CONDITIONS ARE SHOWN BASED ON AVAILABLE AS-BUILT DRAWINGS, PREVIOUS DESIGN DRAWINGS, CITY OF MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SPOT SURVEY DATA, SURVEY DATA, DEVELOPER DESIGN DRAWINGS, AND SITE VISITS. CONTRACTOR IS TO FIELD VERIFY ALL EXISTING CONDITIONS AND NOTIFY ENGINEER OF ANY DISCREPANCIES.

B. EXISTING GAS LINES WERE LOCATED FROM PREVIOUS DESIGN DRAWINGS, ONE-CALL MARKINGS, SPOT SURVEY DATA, AND SITE VISITS. CONTRACTOR IS TO TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE SAFETY OF BOTH PUBLIC AND CONTRACTOR'S WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.

C. EXISTING ELECTRIC LINES WERE LOCATED FROM SPOT SURVEY DATA, SURVEY DATA, AERIAL PHOTOS, AND SITE VISITS. CONTRACTOR IS TO TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE SAFETY OF BOTH PUBLIC AND CONTRACTOR'S WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.

D. EXISTING COMMUNICATION LINES WERE LOCATED FROM SPOT SURVEY DATA, DEVELOPER DESIGN DRAWINGS, AND SITE VISITS. CONTRACTOR IS TO TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE SAFETY OF BOTH PUBLIC AND CONTRACTOR'S WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.

E. CONTRACTOR IS TO TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE SAFETY OF BOTH PUBLIC AND CONTRACTOR'S WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR OVERHEAD ELECTRIC, POWER, OR PHONE LINES.

PACKET

5.309

LEGEND

- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROJECT BOUNDARY
- SS — EXISTING STORM SEWER LINE
- EF — EF — ABANDONED 14" EFFLUENT LINE
- W — EXISTING WATER LINE
- S — EXISTING SEWER LINE
- MH — EXISTING SEWER MANHOLE
- X — X — EXISTING FENCE
- OHE — OHE — EXISTING OVERHEAD POWER LINES
- UGC — UGC — EXISTING UNDERGROUND TELEPHONE LINE
- G — G — EXISTING GAS LINE

July 13, 2021

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RENE FRANKS 69100 REGISTERED PROFESSIONAL ENGINEER STATE OF TEXAS
05/17/21

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MIDLAND DRAW UTILITY ADJUSTMENTS

FRONT STREET TO GOLF COURSE ROAD

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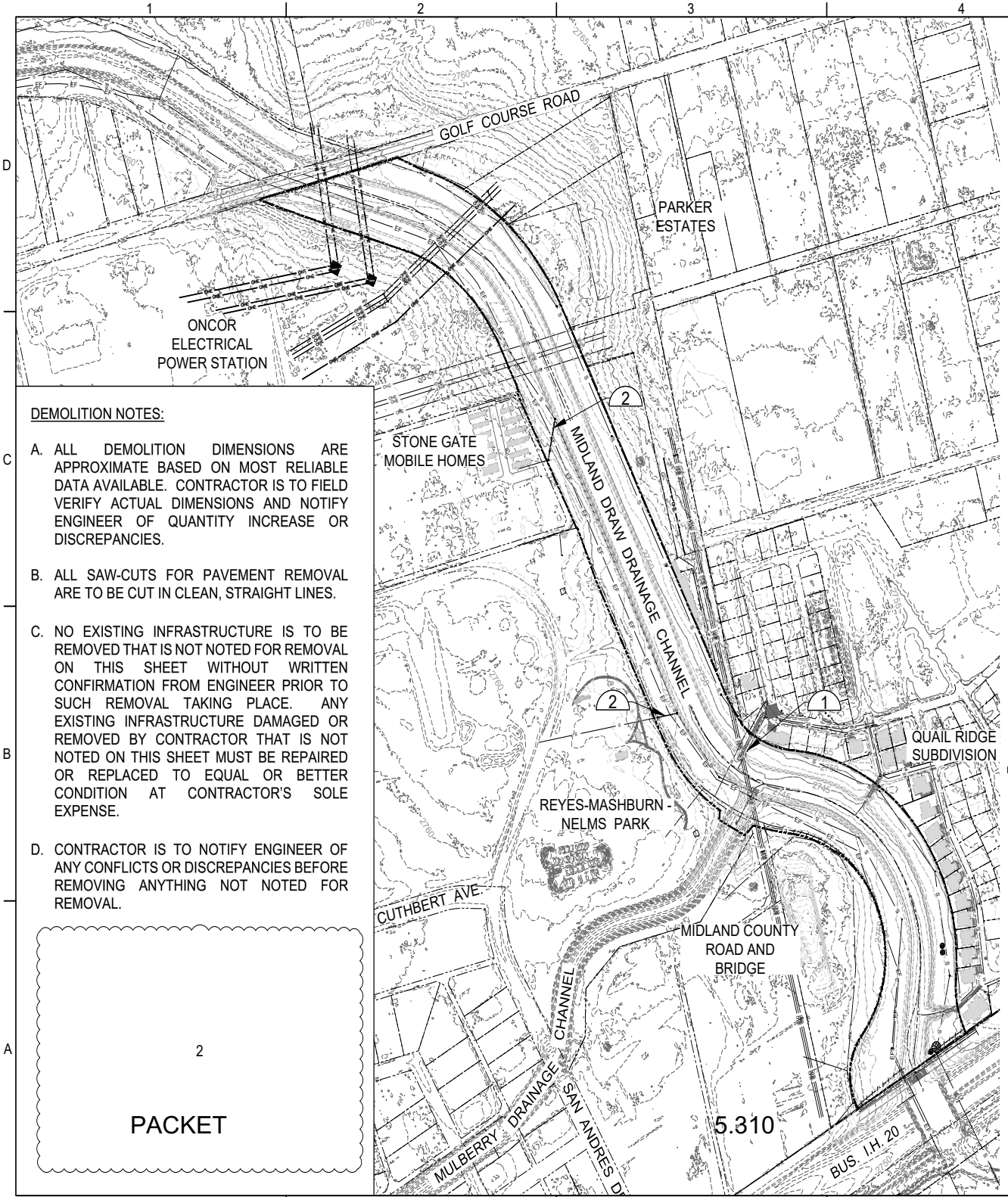
PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
1	05/17/2021	BID SET

EXISTING SITE CONDITIONS PLAN

C-100

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DEMOLITION NOTES:

A. ALL DEMOLITION DIMENSIONS ARE APPROXIMATE BASED ON MOST RELIABLE DATA AVAILABLE. CONTRACTOR IS TO FIELD VERIFY ACTUAL DIMENSIONS AND NOTIFY ENGINEER OF QUANTITY INCREASE OR DISCREPANCIES.

B. ALL SAW-CUTS FOR PAVEMENT REMOVAL ARE TO BE CUT IN CLEAN, STRAIGHT LINES.

C. NO EXISTING INFRASTRUCTURE IS TO BE REMOVED THAT IS NOT NOTED FOR REMOVAL ON THIS SHEET WITHOUT WRITTEN CONFIRMATION FROM ENGINEER PRIOR TO SUCH REMOVAL TAKING PLACE. ANY EXISTING INFRASTRUCTURE DAMAGED OR REMOVED BY CONTRACTOR THAT IS NOT NOTED ON THIS SHEET MUST BE REPAIRED OR REPLACED TO EQUAL OR BETTER CONDITION AT CONTRACTOR'S SOLE EXPENSE.

D. CONTRACTOR IS TO NOTIFY ENGINEER OF ANY CONFLICTS OR DISCREPANCIES BEFORE REMOVING ANYTHING NOT NOTED FOR REMOVAL.

2

PACKET

LEGEND

- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROJECT BOUNDARY
- SS — EXISTING STORM SEWER LINE
- EF — EF — ABANDONED 14" EFFLUENT LINE
- W — EXISTING WATER LINE
- S — EXISTING SEWER LINE
- MH — EXISTING SEWER MANHOLE
- X — X — EXISTING FENCE
- OHE — OHE — EXISTING OVERHEAD POWER LINES
- UGC — UGC — EXISTING UNDERGROUND TELEPHONE LINE
- G — G — EXISTING GAS LINE

2

KEYED DEMO NOTES

1 CUT 30" HDPE TO NEW SLOPE SEE SHEET C -207

2 REMOVE EXISTING SANITARY SEWER

July 13, 2021

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MIDLAND DRAW UTILITY ADJUSTMENTS

FRONT STREET TO GOLF COURSE ROAD

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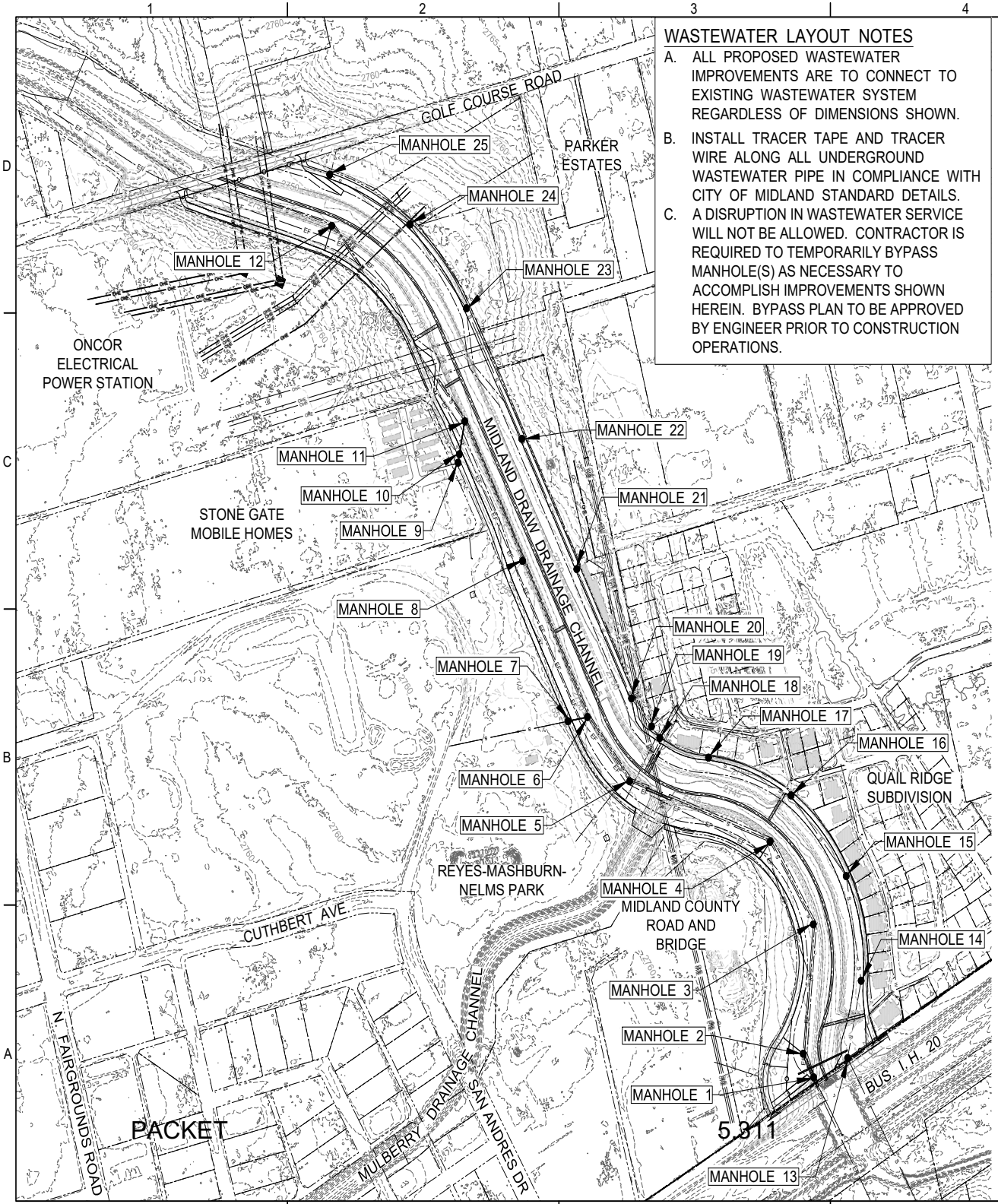
PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
2	05/18/2021	CITY REVIEW 01
1	05/17/2021	BID SET

DEMOLITION PLAN

C-101

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\UTILITIES SET\C-101-9728.dwg LAYOUT NAME: C-101 PRINTED: Tuesday, May 18, 2021 - 3:14pm USER: RSkinner



WASTEWATER LAYOUT NOTES

A. ALL PROPOSED WASTEWATER IMPROVEMENTS ARE TO CONNECT TO EXISTING WASTEWATER SYSTEM REGARDLESS OF DIMENSIONS SHOWN.

B. INSTALL TRACER TAPE AND TRACER WIRE ALONG ALL UNDERGROUND WASTEWATER PIPE IN COMPLIANCE WITH CITY OF MIDLAND STANDARD DETAILS.

C. A DISRUPTION IN WASTEWATER SERVICE WILL NOT BE ALLOWED. CONTRACTOR IS REQUIRED TO TEMPORARILY BYPASS MANHOLE(S) AS NECESSARY TO ACCOMPLISH IMPROVEMENTS SHOWN HEREIN. BYPASS PLAN TO BE APPROVED BY ENGINEER PRIOR TO CONSTRUCTION OPERATIONS.

N

0 200 400

LEGEND

- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- SS — EXISTING STORM SEWER LINE
- EF — ABANDONED 14" EFFLUENT LINE
- W — EXISTING WATER LINE
- S — EXISTING SEWER LINE
- MH — EXISTING SEWER MANHOLE
- X — EXISTING FENCE
- OHE — EXISTING OVERHEAD POWER LINES
- UGC — EXISTING UNDERGROUND TELEPHONE LINE
- G — EXISTING GAS LINE

July 13, 2021

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PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
1	05/17/2021	BID SET

MANHOLE ACTIONS SHEET 1 OF 2

C-201

FILE NAME: A:\2022\09728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\UTILITIES SET\C-201-9728.dwg LAYOUT NAME: C-201 PRINTED: Monday, May 17, 2021 - 2:02pm USER: RSkinner

MANHOLE INFORMATION

SEE SHEET C-201 FOR MANHOLE MAP

MH #	MATERIAL	NORTHING	EASTING	ACTIONS	NOTES	DIAM. FT.	PROP. RIM ELEV. FT.	PROP. VENT ELEV.[2] FT.	MH ADJUST FT.	SURVEY RIM FT.	GIS FL[1] FT.	EXISTING DEPTH FT.
1	BRICK	10,700,123	1,767,082	2	NOT IN GIS OR SURVEY, FL INTERP	4-4.5	2744.54		-0.46	*2745*	2738.09	*6.91*
2	BRICK	10,700,210	1,767,036	2,5		4-4.5	2746.81	2753.60	-2.06	2748.87	2738.57	10.30
3	BRICK	10,700,669	1,767,079	2		4-4.5	2746.55		-1.82	2748.37	2738.11	10.26
4	BRICK	10,700,962	1,766,895	2,5	FL INTERPOLATED, GIS LOOKS OFF	4-4.5	2746.45	2754.20	-3.60	2750.05	2738.46	11.59
5	BRICK	10,701,176	1,766,300	2		4-4.5	2747.51		-3.22	2750.73	2739.09	11.64
6	BRICK	10,701,403	1,766,122	2		4-4.5	2747.65		-3.05	2750.70	2739.36	11.34
7	FRP	10,701,389	1,766,040	4,8	PROPOSED	4	2753.76			N/A	N/A	N/A
8	BRICK	10,701,958	1,765,848	2,5		4-4.5	2748.55	2755.40	-5.55	2754.10	2740.51	13.59
9	FRP	10,702,303	1,765,568	3,8	RIM: APPX. NG+2.5', N,E & FL FROM PLANS	4	2756.46		-2.54	2759.00	2744.95	N/A
10	FRP	10,702,338	1,765,580	4,8	PROPOSED	4	2755.97			N/A	N/A	N/A
11	BRICK	10,702,454	1,765,602	2		4-4.5	2748.51		-3.21	2751.72	2740.59	11.13
12	BRICK	10,703,147	1,765,039	2,5		4-4.5	2748.9[3]	2756.50	0.00	2748.90	2741.53	7.37
13	CONCRETE	10,700,195	1,767,234	1,6	NOT SURVEYED, RIM FROM GIS	5	2746.80		-0.83	2747.63	2736.64	10.99
14	CONCRETE	10,700,469	1,767,282	1,7		5	2749.43		0.89	2748.54	2736.94	11.60
15	CONCRETE	10,700,841	1,767,218	1,7		5	2751.32		1.34	2749.98	2737.02	12.96
16	CONCRETE	10,701,126	1,766,984	1,7		5	2750.43		-0.49	2750.92	2737.27	13.65
17	CONCRETE	10,701,260	1,766,635	4,8	UNDER 2' FILL, RIM FROM GIS	5	2755.47			2750.84	2737.58	13.26
18	CONCRETE	10,701,330	1,766,429	1,7		5	2751.84		1.02	2750.82	2737.70	13.12
19	FRP	10,701,371	1,766,394		2008, FL INTERPOLATED, NOT IN GIS	5	2751.42		0.00	2751.42	2737.75	13.67
20	CONCRETE	10,701,470	1,766,309	1		5	2751.47		0.00	2751.47	2737.86	13.61
21	CONCRETE	10,701,930	1,766,077	1		5	2751.94		0.14	2751.80	2738.15	13.65
22	CONCRETE	10,702,390	1,765,843	1,6		5	2752.44		-0.47	2752.91	2738.47	14.44
23	CONCRETE	10,702,854	1,765,610	1,7		5	2752.01		0.56	2751.45	2739.14	12.31
24	CONCRETE	10,703,151	1,765,371	1,7		5	2752.46		0.40	2752.06	2739.01	13.05
25	CONCRETE	10,703,328	1,765,030	1,7		5	2752.90		0.84	2752.06	2739.36	12.70

SHADE = FLOWLINE COMPUTED BY INTERPOLATION FROM ADJACENT MANHOLES.

UNDERLINE = NORTHING, EASTING, FLOWLINE INFORMATION FROM PLANS. RIM ABOVE GROUND, ESTIMATED FROM PHOTOS.

ITALIC = NOT FOUND OR SURVEYED. RIM ESTIMATED FROM NEAREST EXISTING GROUND POINTS.

N/A = INFORMATION NOT AVAILABLE BECAUSE NOT FOUND IN GIS OR SURVEY, OR BECAUSE MANHOLE IS PROPOSED.

1 AVERAGE DIFFERENTIAL BETWEEN GIS RIM AND SURVEY RIM = + 0.99'. THIS WAS USED TO ADJUST GIS FLOWLINES.

2 REMOTE VENT ELEVATION IS THE BOTTOM OF THE VENT PIPE, SET ONE FOOT ABOVE PROPOSED 100-YEAR FLOODPLAIN ELEVATION.

3 RIM OF MANHOLE 11 IS LESS THAN TWO FEET HIGHER THAN FINISHED GRADE. PROPOSED RIM ELEVATION IS SET TO MATCH EXISTING.

MANHOLE ACTIONS DESCRIPTIONS

1. STRUCTURAL LINING REHAB, FOR EXISTING CONCRETE MANHOLES.
2. FOR EXISTING BRICK MANHOLES: STRUCTURAL LINING REHAB OF BOTTOM PORTION OF MANHOLE, SETTING NEW RIM 2 FEET ABOVE FINISHED GRADE, AND WATERTIGHT LID PER DETAIL A1 & A3 ON SHEET C - 508 AND DETAIL 504, ON SHEET C - 506.
3. CUT OFF FRP MANHOLE IN BARREL AND ADJUST PER DETAIL 317 ON SHEET C - 504.
4. NEW FRP MANHOLE PER DETAIL 313(A) AND 313(B) ON SHEET C - 502, WITH STD. LID DETAIL 503 ON SHEET C - 506. SEE SHEETS C - 205 AND C - 206 FOR NEW SEWER LINE. TERMINATE TRACER WIRE FOR NEW LINE PER DETAIL 321 ON SHEET C - 505.
5. INSTALL REMOTE VENT PIPE OUT TO PROPOSED BANK FOR BRICK MANHOLE. SEE DETAIL 505 ON SHEET C - 507.
6. CONTRACTOR TO ASSUME THERE ARE INSUFFICIENT ADJUSTMENT RINGS PRESENT TO LOWER EXISTING FRAME & COVER TO PROPOSED RIM ELEVATION. IN THIS CONTRACT, CUT CONE AND PROVIDE A NEW TOP USING DETAIL A1, SHEET C - 508.
7. BY OTHERS: MANHOLE ADJUSTMENT UPWARD BY EARTHWORK CONTRACTOR.
8. UTILITY CONTRACTOR TO SET TOP OF CONE 12" BELOW PROPOSED RIM, AND PROVIDE FRAME & COVER TO EARTHWORK CONTRACTOR FOR FINAL ADJUSTMENT, USING DETAIL 316 ON SHEET C - 503.

PACKET 5.312

July 13, 2021

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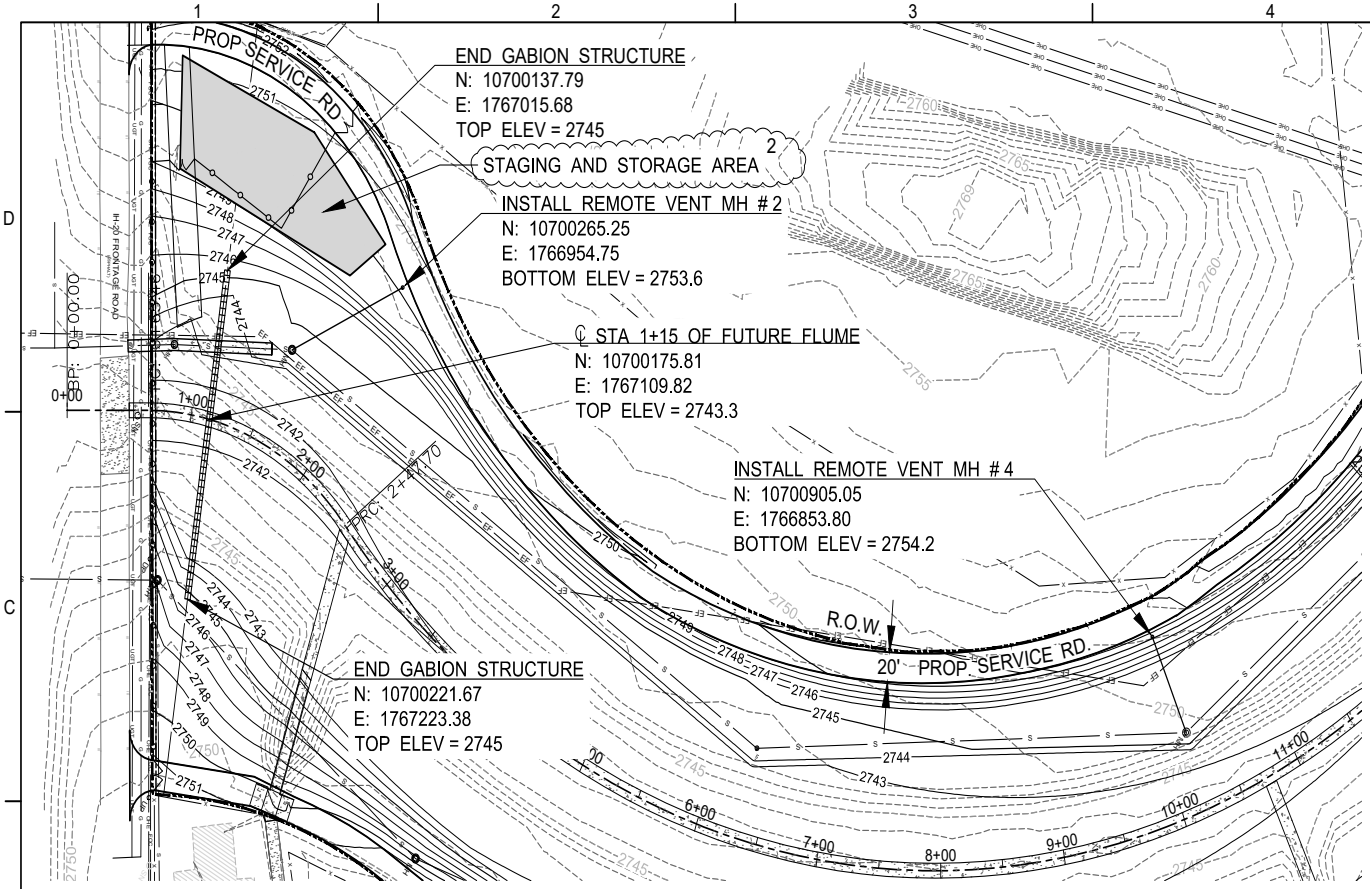
PROJECT NO.
01.9728.20

2 05/18/2021 CITY REVIEW 01
1 05/17/2021 BID SET
DATE DESCRIPTION

MANHOLE ACTIONS
SHEET 2 OF 2

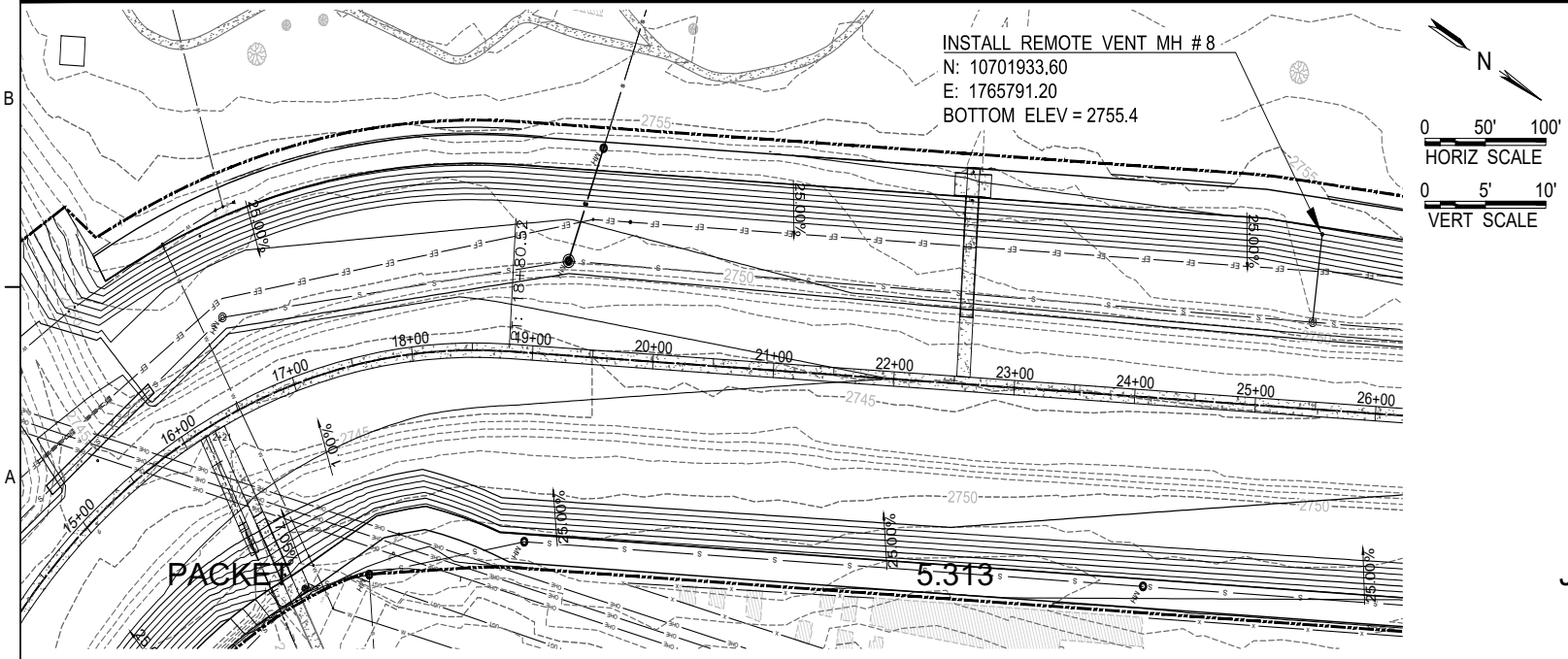
C-202

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\UTILITIES SET\C-202-9728.dwg LAYOUT NAME: C-202 PRINTED: Tuesday, May 18, 2021 - 4:30pm USER: RSkinner



NOTES:

1. FUTURE GRADING BY OTHERS AS SHOWN.
2. SEE SHEET C - 511 FOR DETAIL OF GABION STRUCTURE. CONTRACTOR TO GRADE THE GABION AREA TO APPROXIMATE FINAL SHAPE AS SHOWN ON SHEET C - 511.



PACKET 5.313

July 13, 2021

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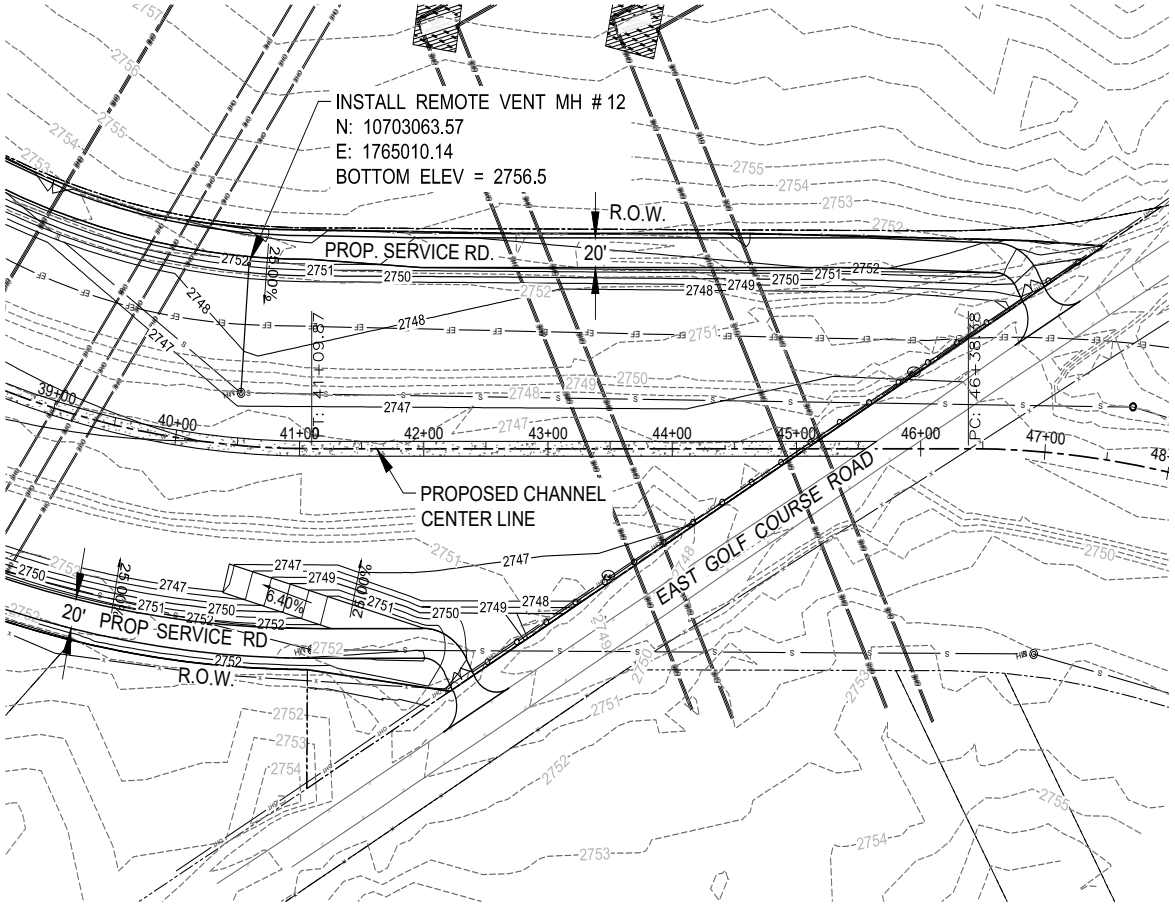
PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
2	05/18/2021	CITY REVIEW 01
1	05/17/2021	BID SET

VENT & GABION LOCATIONS SHEET 1 OF 2

C-203

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEET\UTILITIES SET\C-203-9728.dwg LAYOUT NAME: C-203 PRINTED: Tuesday, May 18, 2021 - 4:22pm USER: RSkinner



N

0 50' 100'
HORIZ SCALE

0 5' 10'
VERT SCALE

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PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
1	05/17/2021	BID SET

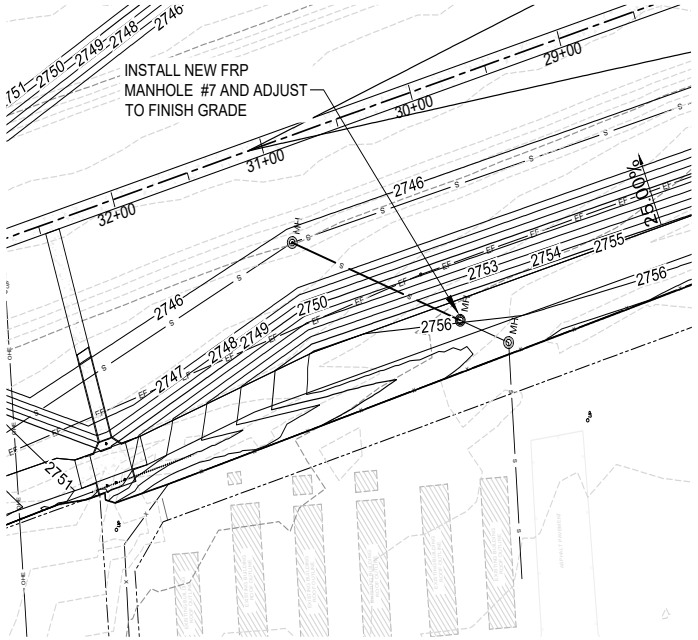
VENT & GABION LOCATIONS
SHEET 2 OF 2

C-204

FILE NAME: A:\2020\9728.2\003_DSGN\01_DWGS\050_CIVIL\05_SHEETS\UTILITIES SET\C-204-9728.dwg LAYOUT NAME: C-204 PRINTED: Monday, May 17, 2021 - 2:09pm USER: RSkinner

NOTES

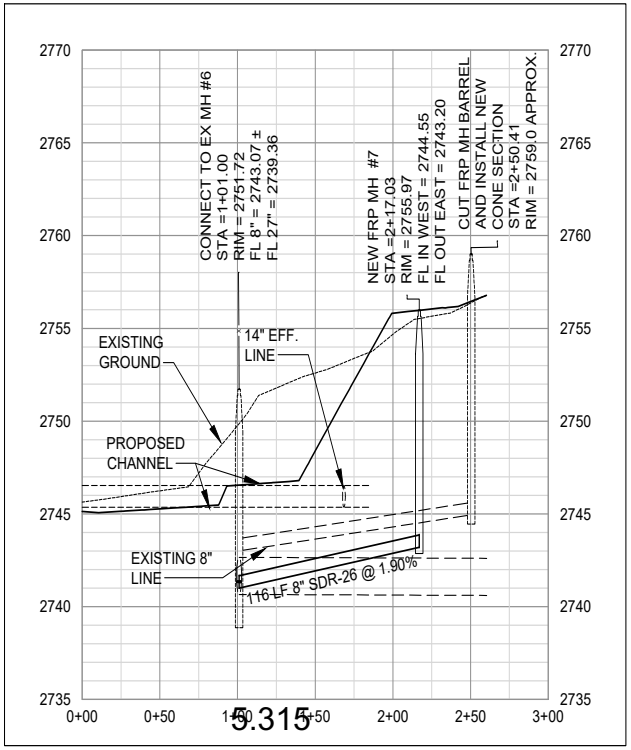
1. ALL PROPOSED WASTEWATER IMPROVEMENTS ARE TO CONNECT TO EXISTING WASTEWATER SYSTEM REGARDLESS OF DIMENSIONS SHOWN
2. INSTALL TRACER TAPE AND TRACER WIRE ALONG ALL UNDERGROUND WASTEWATER PIPE AND AT NEW MANHOLES IN COMPLIANCE WITH CITY DETAIL 321.



N

0 50' 100'
HORIZ SCALE

0 5' 10'
VERT SCALE



PACKET

July 13, 2021

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05/17/21

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01.9728.20

#	DATE	DESCRIPTION
1	05/17/2021	BID SET

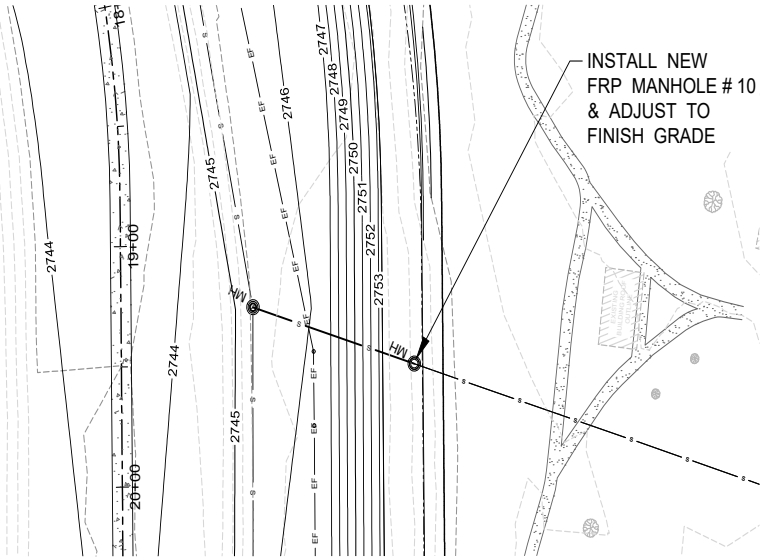
SANITARY SEWER LINE ADJUSTMENTS
SHEET 1 OF 2

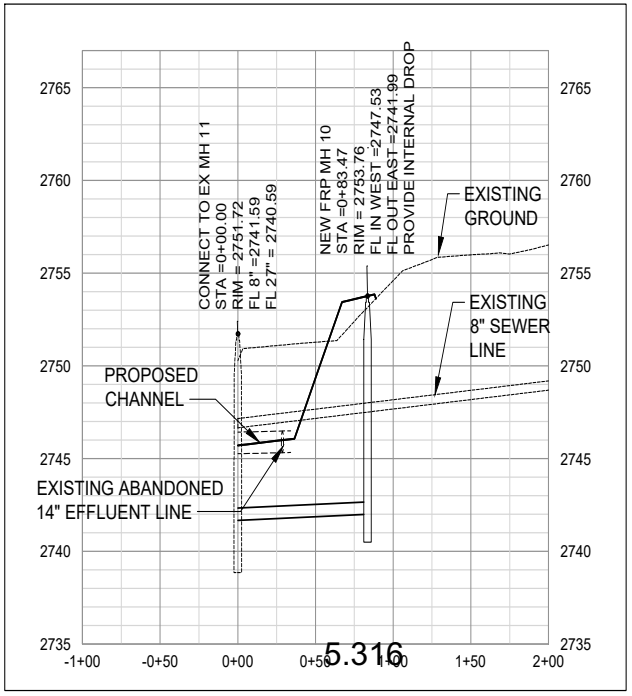
C-205

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\UTILITIES SET\C-205-9728.dwg LAYOUT NAME: C-205 PRINTED: Monday, May 17, 2021 - 2:09pm USER: RSkinner

NOTES

1. ALL PROPOSED WASTEWATER IMPROVEMENTS ARE TO CONNECT TO EXISTING WASTEWATER SYSTEM REGARDLESS OF DIMENSIONS SHOWN
2. INSTALL TRACER TAPE AND TRACER WIRE ALONG ALL UNDERGROUND WASTEWATER PIPE AND AT NEW MANHOLES IN COMPLIANCE WITH CITY DETAIL 321.





N

0 50' 100'
HORIZ SCALE

0 5' 10'
VERT SCALE

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PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
1	05/17/2021	BID SET

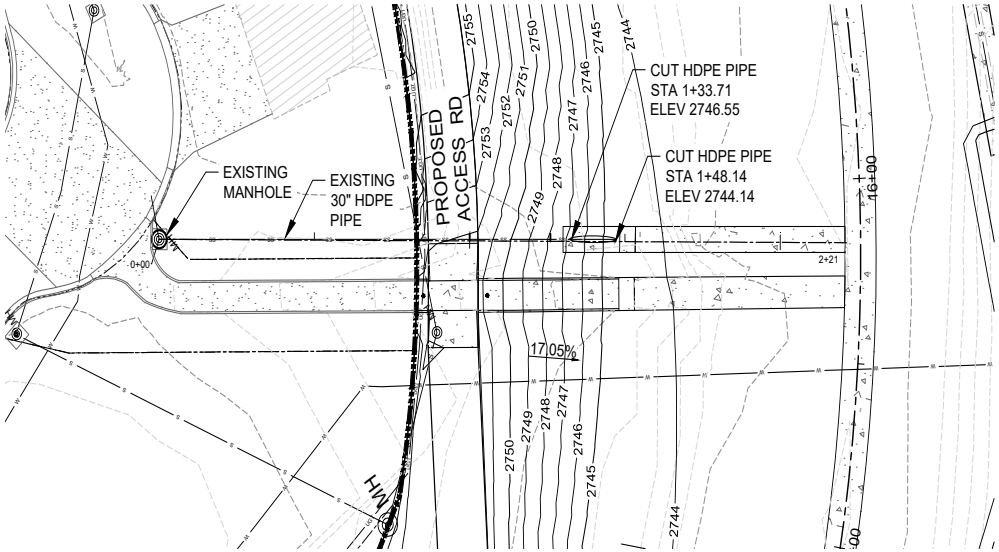
SANITARY SEWER LINE ADJUSTMENTS SHEET 2 OF 2

C-206

PACKET

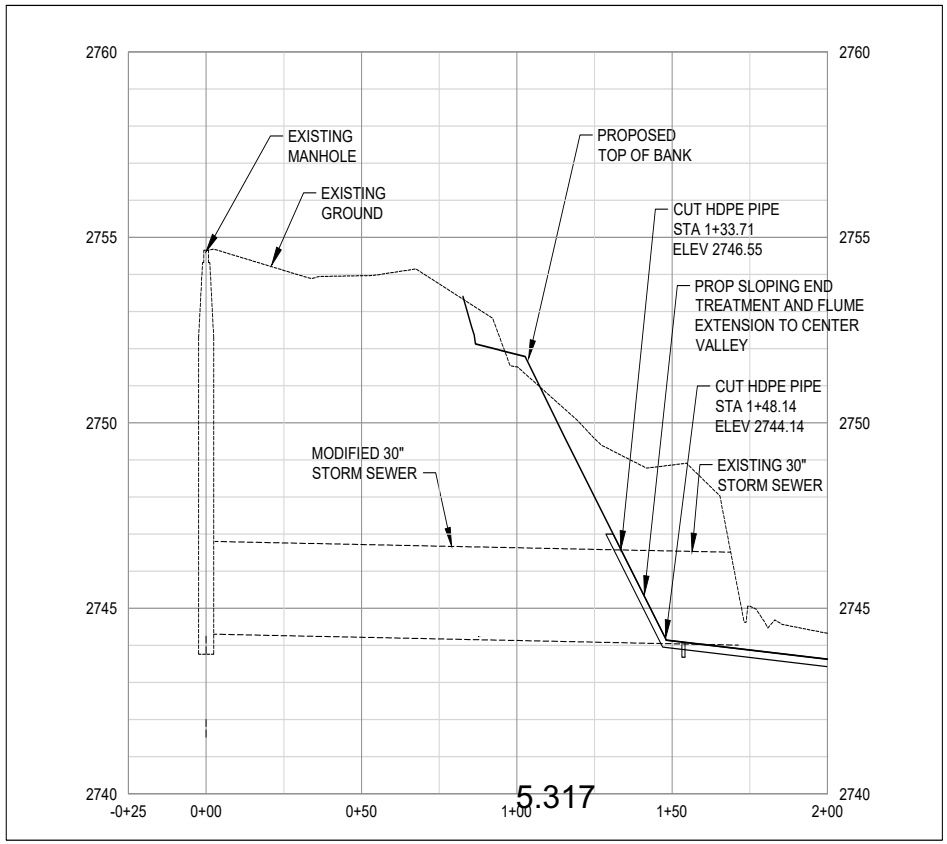
July 13, 2021

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\UTILITIES SET\C-206-9728.dwg LAYOUT NAME: C-206 PRINTED: Monday, May 17, 2021 - 2:10pm USER: RSkinner



0 50' 100'
HORIZ SCALE

0 5' 10'
VERT SCALE



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PROJECT NO.
01.9728.20

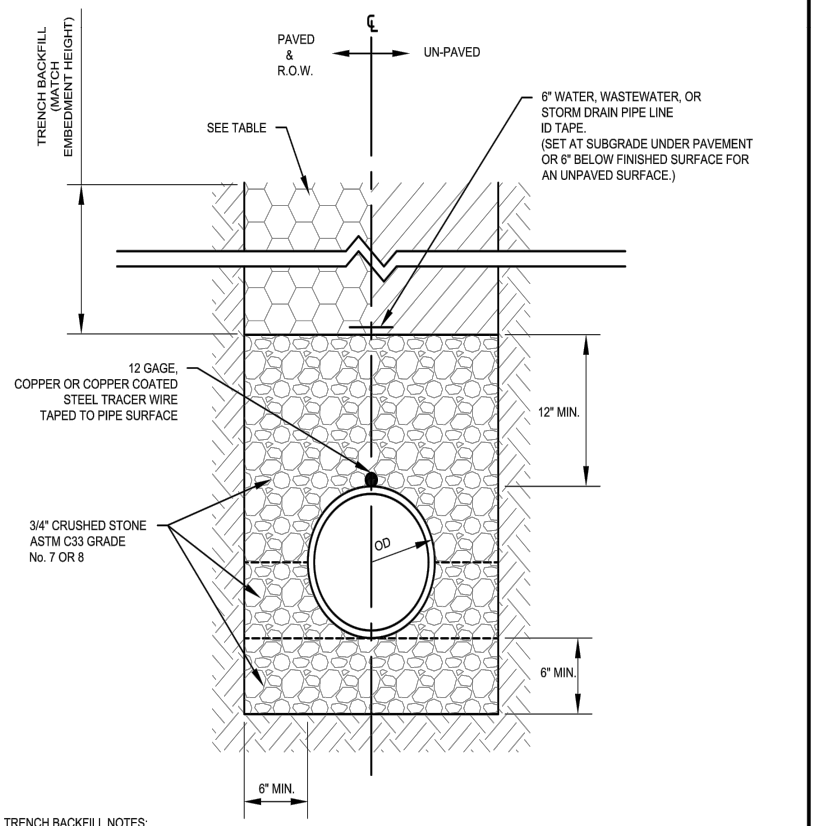
#	DATE	DESCRIPTION
1	05/17/2021	BID SET

STORM SEWER ADJUSTMENTS

C-207

PACKET 5.317 July 13, 2021

FILE NAME: A:\2020\9728.2003_DSGN\01_DWG\050_CIVIL\05_SHEETS\UTILITIES SET\C-207-9728.dwg LAYOUT NAME: C-207 PRINTED: Monday, May 17, 2021 - 2:11pm USER: RSkinner



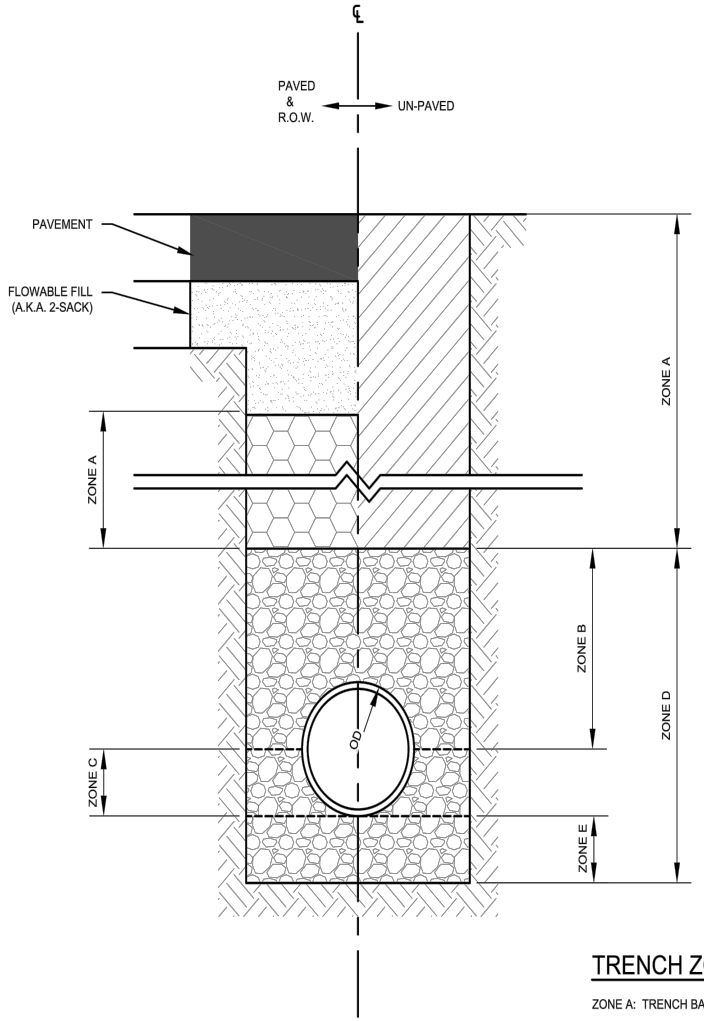
TRENCH BACKFILL NOTES:

1. APPLIES TO ALL PIPE TYPES. (DUCTILE IRON, PVC, ETC.)
2. UTILIZE SELECT FILL BACKFILL BENEATH ALL PAVED SURFACES. NATIVE MATERIAL BACKFILL CAN ONLY BE USER FOR UNPAVED TRENCH CONDITIONS IF BACKFILL MATERIAL IS ≤ 30LL AND ≤ 15 PI.
3. NATIVE MATERIAL TO BE EXISTING EXCAVATED SOIL FROM TRENCH WITH ALL MATERIAL BROKEN DOWN ≤ 2".
4. MOISTURE CONDITION ALL BACKFILL MATERIAL PRIOR TO PLACING IN TRENCH.
5. PLACE TRENCH BACKFILL MATERIAL IN MAXIMUM 12" LOOSE LIFTS AND COMPACT TO MAXIMUM 8" COMPACTED LIFTS.
6. REFER TO CITY DETAILS 311 AND 312 FOR TRENCH PAVEMENT REPLACEMENT REQUIREMENTS.
7. PLACE LAYERS B, C, AND E FOUND ON CITY DETAIL 310(B) AS SEPARATE LAYERS.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:

MIDLAND Engineering Services

TRENCHING AND BEDDING — 310(A)



TRENCH ZONES:

ZONE A: TRENCH BACKFILL
ZONE B: PIPE BACKFILL
ZONE C: HAUNCHING
ZONE D: PIPE EMBEDMENT
ZONE E: BEDDING

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:

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TRENCHING AND BEDDING — 310(B)

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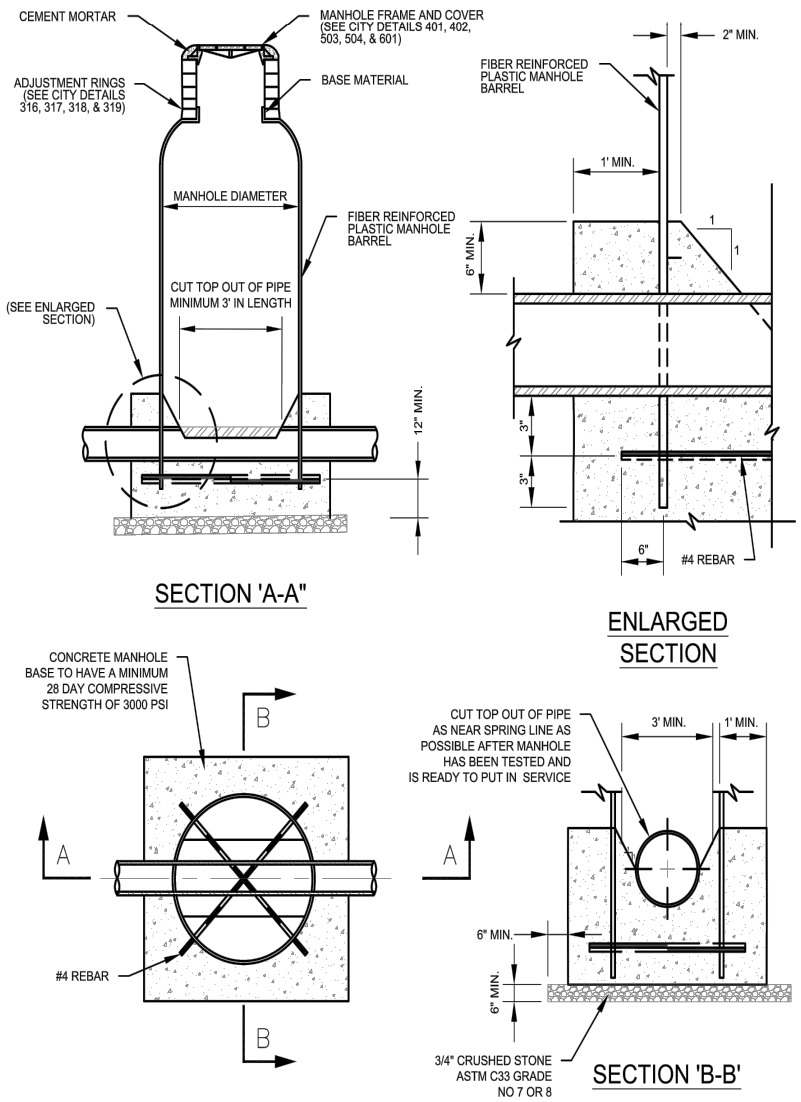
PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
1	05/17/2021	BID SET

STORM AND SANITARY SEWER DETAILS
SHEET 1 OF 8

C-501

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\UTILITIES SET\C-501-9728.dwg LAYOUT NAME: C-501 PRINTED: Monday, May 17, 2021 - 2:17pm USER: RSkinner



DRAWN:	DPM	CHECKED:	JCF	APPROVED:	MCC	
MIDLAND Engineering Services		EFFECTIVE DATE:	10/01/2018	SCALE:	NTS	DETAIL:
	TYPICAL FIBERGLASS MANHOLE					313(A)

NOTES:

1. 46" DIAMETER MANHOLES TO BE USED FOR PIPE DIAMETERS OF 24" OR SMALLER ONLY.
2. INSTALL DROPS AND INTERSECTING PIPES ONLY WHEN CALLED FOR IN CONSTRUCTION DRAWINGS.
3. SET MANHOLE FRAME IN SEALANT PER CITY OF MIDLAND STANDARD SPECIFICATIONS.
4. NEW MANHOLE TO HAVE SEAMLESS AND CONTINUOUS NECK, SHOULDER, AND BARREL.
5. ALL CONCRETE TO BE CLASS "A" CONCRETE.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN:	DPM	CHECKED:	JCF	APPROVED:	MCC	
MIDLAND Engineering Services		EFFECTIVE DATE:	10/01/2018	SCALE:	NTS	DETAIL:
	TYPICAL FIBERGLASS MANHOLE					313(B)

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MIDLAND DRAW
UTILITY ADJUSTMENTS
FRONT STREET TO GOLF COURSE ROAD

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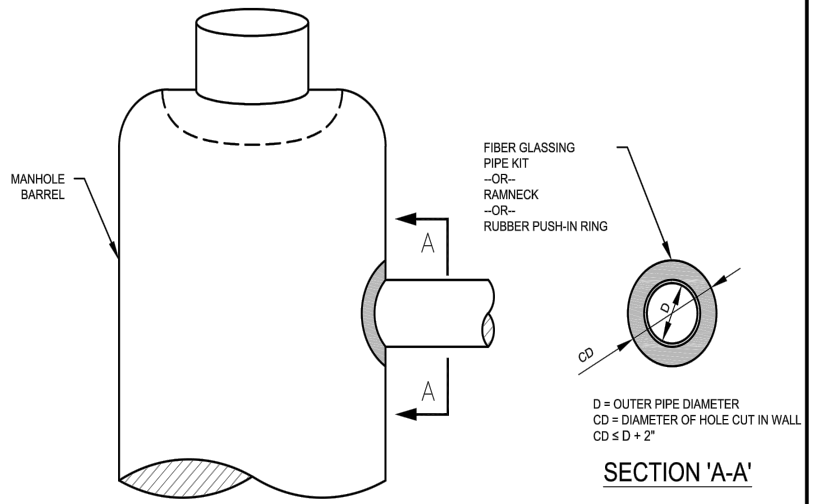
PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
1	05/17/2021	BID SET

STORM AND SANITARY SEWER DETAILS
SHEET 2 OF 8

C-502

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\UTILITIES SET\C-802-9728.dwg LAYOUT NAME: C-502 PRINTED: Monday, May 17, 2021 - 2:17pm USER: RSkinner

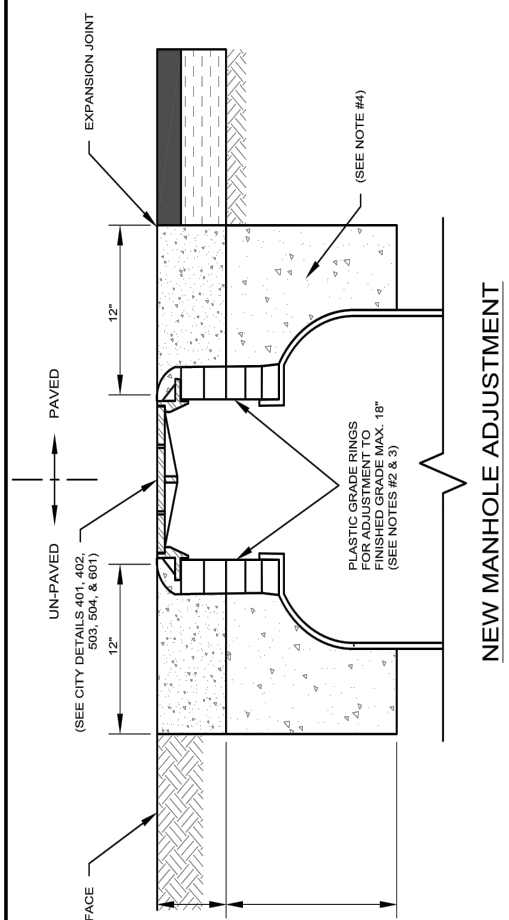


SECTION 'A-A'

NOTES:

1. THE DIAMETER OF THE CUTOUT IN THE MANHOLE BARREL IS TO BE NO MORE THAN 2.0" WIDER THAN THE OUTER WALL DIAMETER OF THE PENETRATING PIPE.
2. THE PENETRATING PIPE IS TO BE CENTERED IN THE MANHOLE BARREL CUTOUT.
3. PIPES PENETRATING MANHOLE MUST BE MINIMUM 6" DIAMETER, AND SERVICE LINES MUST BE CONSTRUCTED TO CITY WASTEWATER MAIN OR STORM DRAIN STANDARDS WITHIN PUBLIC RIGHT OF WAY OR EASEMENT.
4. FORM FLOW SURFACE AND MOUND CONCRETE AROUND PIPE PENETRATIONS, TO FORM A SEAL, IN ONE CONTINUOUS PLACEMENT OPERATION.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE:	DETAIL: 314
TYPICAL FIBERGLASS MANHOLE PIPE PENETRATION			



NOTES:

1. INSTALL 12" MIN. FIBER REINFORCED CLASS "C" CONCRETE RING,3600 PSI, WHEN MANHOLE IS LOCATED IN AN ARTERIAL R.O.W.
2. GRADE RINGS TO MEET ASTM STANDARD A48 AND TO BE 2", 4", OR 6" THICKNESS AS REQUIRED. INSTALL ASPHALT TAR IN THICK, UNIFORM COATING OVER ALL OUTER ADJUSTMENT RING SURFACES AND JOINTS.
3. ENGINEERING SERVICES REPRESENTATIVE AND UTILITY SERVICES REPRESENTATIVE MAY ALLOW GREATER ADJUSTMENT RING DEPTH TO ACCOMMODATE PAVING STRUCTURES.
4. REMOVE ALL MATERIAL EXCAVATED FROM SITE AND EXCAVATION, AND FILL TO FINISHED BASE ELEVATION WITH FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT).
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 316
CHECKED: JCF	NEW MANHOLE ADJUSTMENT		
APPROVED: MCC			

MIDLAND Engineering Services

5.320

PACKET

July 13, 2021

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\UTILITIES SET\C-503-9728.dwg LAYOUT NAME: C-503 PRINTED: Monday, May 17, 2021 - 2:18pm USER: RSkinner

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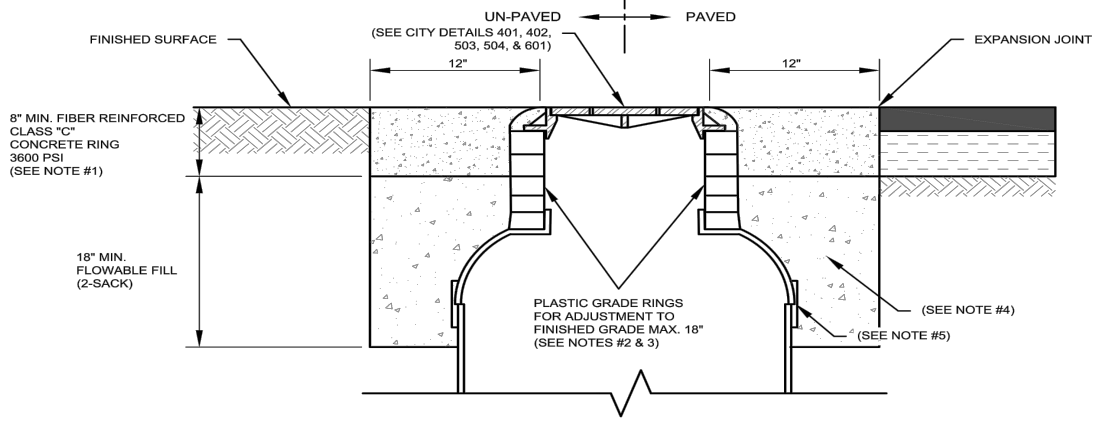
PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
1	05/17/2021	BID SET

STORM AND SANITARY SEWER DETAILS
SHEET 3 OF 8

C-503

PACKET



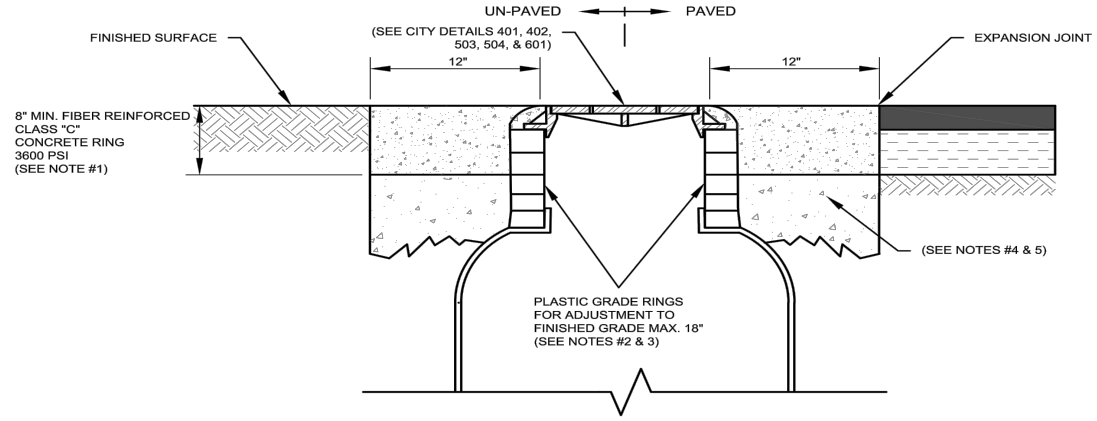
EXISTING MANHOLE BARREL ADJUSTMENT

NOTES:

1. INSTALL 12" MIN. FIBER REINFORCED CLASS "C" CONCRETE RING, 3600 PSI, WHEN MANHOLE IS LOCATED IN AN ARTERIAL R.O.W.
2. GRADE RINGS TO MEET ASTM STANDARD A48 AND TO BE 2", 4", OR 6" THICKNESS AS REQUIRED. INSTALL ASPHALT TAR IN THICK, UNIFORM COATING OVER ALL OUTER ADJUSTMENT RING SURFACES AND JOINTS.
3. ENGINEERING SERVICES REPRESENTATIVE AND UTILITY SERVICES REPRESENTATIVE MAY ALLOW GREATER ADJUSTMENT RING DEPTH TO ACCOMMODATE PAVING STRUCTURES.
4. REMOVE ALL MATERIAL EXCAVATED FROM SITE AND EXCAVATION, AND FILL TO FINISHED BASE ELEVATION WITH FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT).
5. MANUFACTURED WATERTIGHT CONNECTOR, CORE DRILL AND INSTALL PER MANUFACTURER'S RECOMMENDATIONS.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 317
		EXISTING MANHOLE BARREL ADJUSTMENT		

5.321



EXISTING MANHOLE RING & COVER ADJUSTMENT

NOTES:

1. INSTALL 12" MIN. FIBER REINFORCED CLASS "C" CONCRETE RING, 3600 PSI, WHEN MANHOLE IS LOCATED IN AN ARTERIAL R.O.W.
2. GRADE RINGS TO MEET ASTM STANDARD A48 AND TO BE 2", 4", OR 6" THICKNESS AS REQUIRED. INSTALL ASPHALT TAR IN THICK, UNIFORM COATING OVER ALL OUTER ADJUSTMENT RING SURFACES AND JOINTS.
3. ENGINEERING SERVICES REPRESENTATIVE AND UTILITY SERVICES REPRESENTATIVE MAY ALLOW GREATER ADJUSTMENT RING DEPTH TO ACCOMMODATE PAVING STRUCTURES.
4. REMOVE ALL MATERIAL EXCAVATED FROM SITE AND EXCAVATION.
5. FILL ANY OVER-EXCAVATION WITH FLOWABLE FILL 2-SACK (2-SACK = 188 LBS/CY, PORTLAND CEMENT).
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 319
		EXISTING MANHOLE RING & COVER ADJUSTMENT		

July 14, 2021

C-504

STORM AND SANITARY SEWER DETAILS
SHEET 4 OF 8

#	DATE	DESCRIPTION
1	05/17/2021	BID SET

PROJECT NO. 01.9728.20

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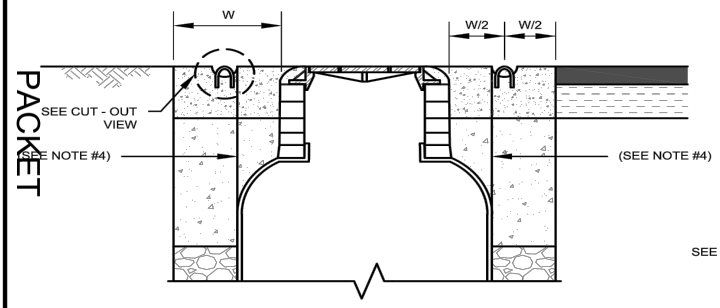
MIDLAND DRAW UTILITY ADJUSTMENTS

FRONT STREET TO GOLF COURSE ROAD

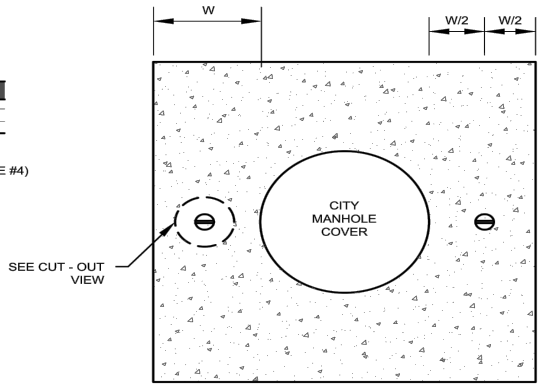
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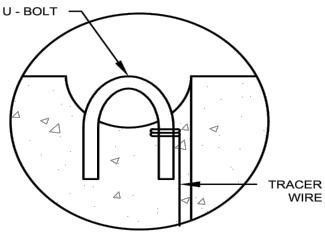
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CROSS SECTION VIEW



PLAN VIEW



CUT - OUT VIEW

NOTES:

1. SEE OTHER CITY STANDARD DETAILS FOR INFORMATION REGUARDING MANHOLES, COVERS, CONCRETE RINGS, ETC.
2. U - BOLT IS TO BE GALVANIZED STEEL RATED FOR OUDOOR EXPOSURE, 1.0" DIAMETER.
3. U - BOLT IS TO BE SET FLUSH WITH FINISHED SURFACE OF CONCRETE RING. THERE IS TO BE A SMALL DEPRESSION IN THE CONCRETE SUFFICIENT TO ALLOW A CLAMP OR WIRE TO BE PLACED AROUND THE EXPOSED METAL.
4. TRACER WIRE PER DETAIL 310(A) TO BE TAPED TO SIDE OF MANHOLE AND WRAPPED SECURELY TO END OF U-BOLT WHEN INSTALLED. TRACER WIRE IS TO REMAIN ENTIRELY COVERED.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

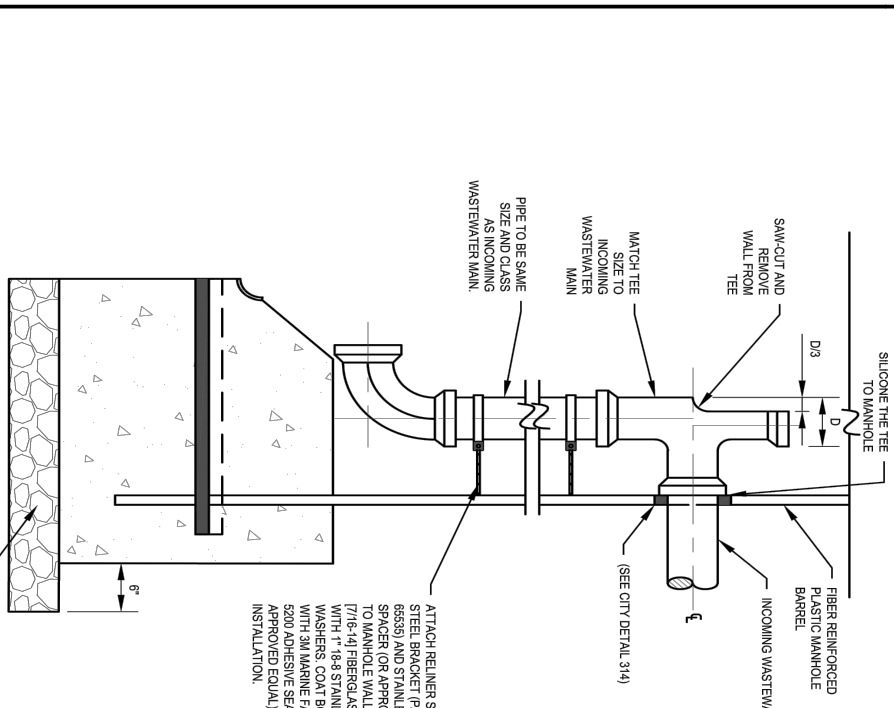
MIDLAND Engineering Services

DRAWN:	DPM	EFFECTIVE DATE:	10/01/2018	SCALE:	NTS	DETAIL:
CHECKED:	JCF					
APPROVED:	MCC					

MANHOLE DETECTOR WIRE END

321

PACKET 5.322



NOTES:

1. THIS DETAIL MAY ONLY BE USED WHEN CONNECTING TO AN EXISTING MANHOLE AND WITH THE PERMISSION OF BOTH THE CITY ENGINEER AND UTILITY DEPARTMENT REPRESENTATIVE.
2. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT), REQUIRED FOR ALL OVER EXCAVATION BACKFILL.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services

DRAWN:	DPM	EFFECTIVE DATE:	10/01/2018	SCALE:		DETAIL:
CHECKED:	JCF					
APPROVED:	MCC					

INTERNAL DROP STRUCTURE

502

July 13, 2021

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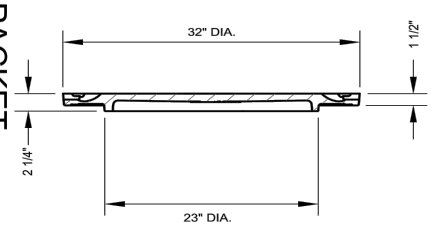
PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
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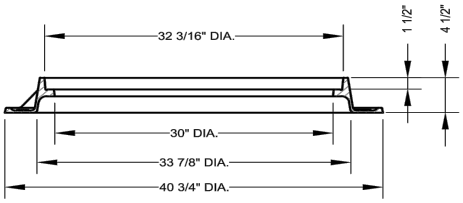
STORM AND SANITARY SEWER DETAILS SHEET 5 OF 8

C-505

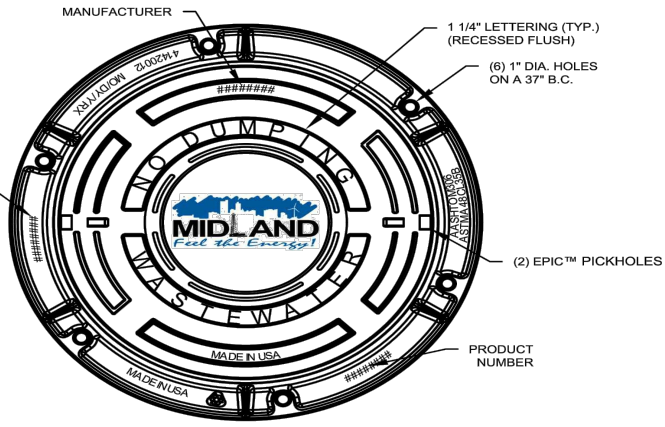
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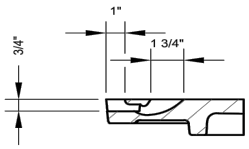


COVER SECTION



FRAME SECTION





PICKHOLE DETAIL

NOTES:

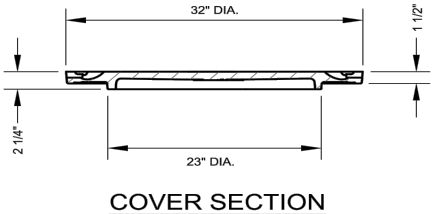
1. MANHOLE COVERS TO BE CAST WITH THE FOLLOWING:
   "NO DUMPING"
   CITY OF MIDLAND LOGO
   "WASTEWATER"

EAST JORDAN V1420Z1/V1430A ASSEMBLY OR APPROVED EQUAL

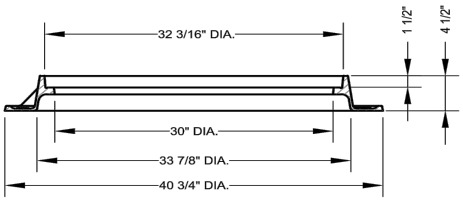
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
3. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
TYPICAL WASTEWATER MANHOLE COVER			DETAIL: 503

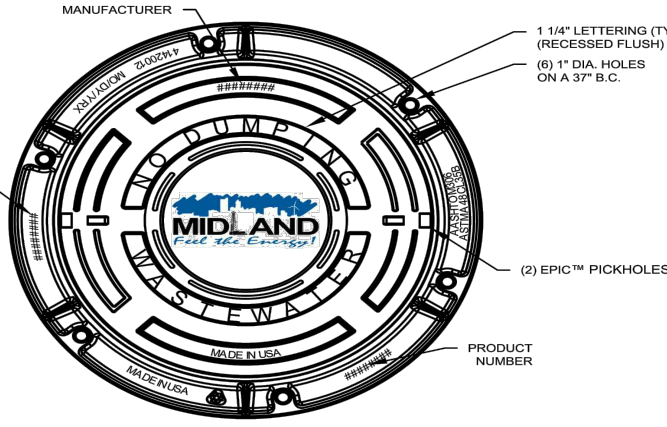
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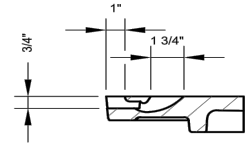


COVER SECTION



FRAME SECTION





PICKHOLE DETAIL

NOTES:

1. MANHOLE COVERS TO BE CAST WITH THE FOLLOWING:
   "NO DUMPING"
   CITY OF MIDLAND LOGO
   "WASTEWATER"

EAST JORDAN V1420ZPT/V1430APT ASSEMBLY OR APPROVED EQUAL

2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
3. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

July 13, 2021

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
WATER TIGHT WASTEWATER MANHOLE COVER			DETAIL: 504

STORM AND SANITARY SEWER DETAILS
SHEET 6 OF 8
C-506

#	DATE	DESCRIPTION
1	05/17/2021	BID SET

PROJECT NO. 01.9728.20

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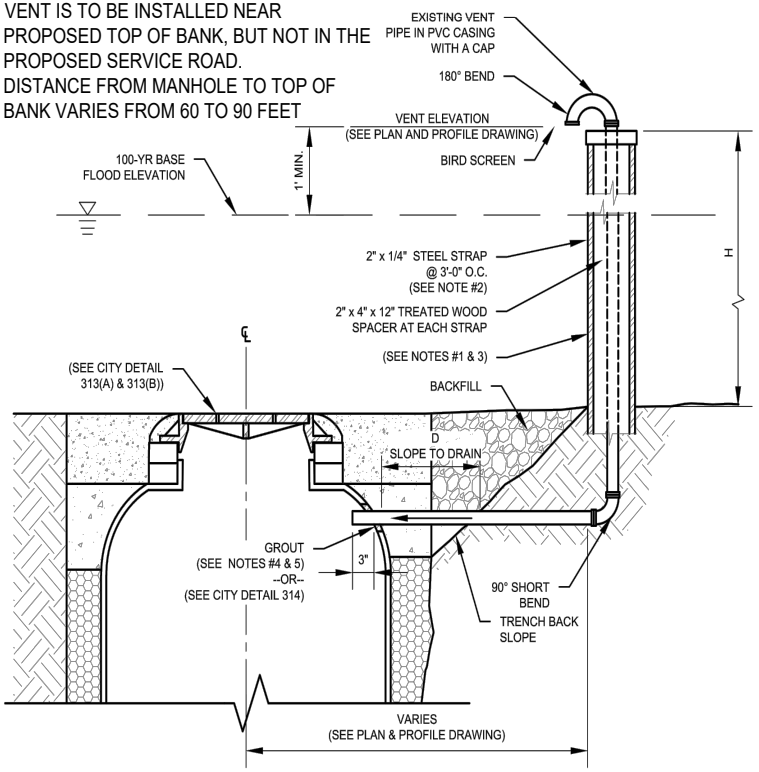
PARKHILL, SMITH & COOPER, INC. TEXAS REGISTERED ENGINEERING FIRM F-569 COLORADO CERTIFICATE OF AUTHORIZATION 69100

05/17/21

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ADDITIONAL NOTES:

1. VENT IS TO BE INSTALLED NEAR PROPOSED TOP OF BANK, BUT NOT IN THE PROPOSED SERVICE ROAD.
2. DISTANCE FROM MANHOLE TO TOP OF BANK VARIES FROM 60 TO 90 FEET



REMOTE VENT PIPE

NOTES:

1. ALL PIPING TO BE 3" DIA. DUCTILE IRON WITH FLANGED JOINTS COATED INSIDE AND OUTSIDE.
2. PAINT ALL STRAPPING WITH 2 COATS OF ALL WEATHER EPOXY.
3. PAINT ALL EXPOSED PIPING WITH 2 COATS OF ALL WEATHER EPOXY.
4. APPROVED WATER TIGHT MANHOLE CONNECTOR INSTALLED PER SPECIFICATION AND/OR MANUFACTURER'S INSTRUCTIONS.
5. GROUT TO BE APPROVED NON-SHRINK TYPE.
6. MANHOLE VENT TO BE USED IN CONJUNCTION WITH WATER TIGHT MANHOLE RINGS AND COVERS SPACED EVERY THIRD MANHOLE OR AS SHOWN ON THE PLANS.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	REMOTE VENT PIPE		505

PACKET 5.324 July 13, 2021

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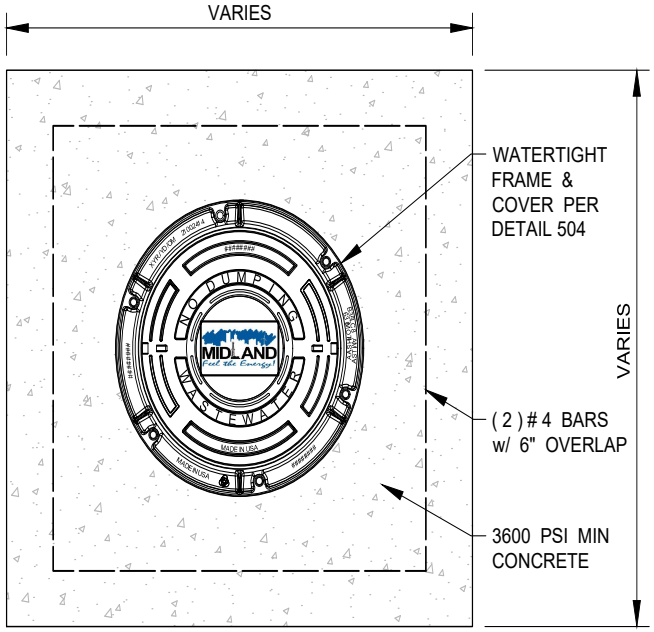
PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
1	05/17/2021	BID SET

STORM AND SANITARY SEWER DETAILS
SHEET 7 OF 8

C-507

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\UTILITIES SET\C-507-9728.dwg LAYOUT NAME: C-507 PRINTED: Monday, May 17, 2021 - 2:23pm USER: RSkinner



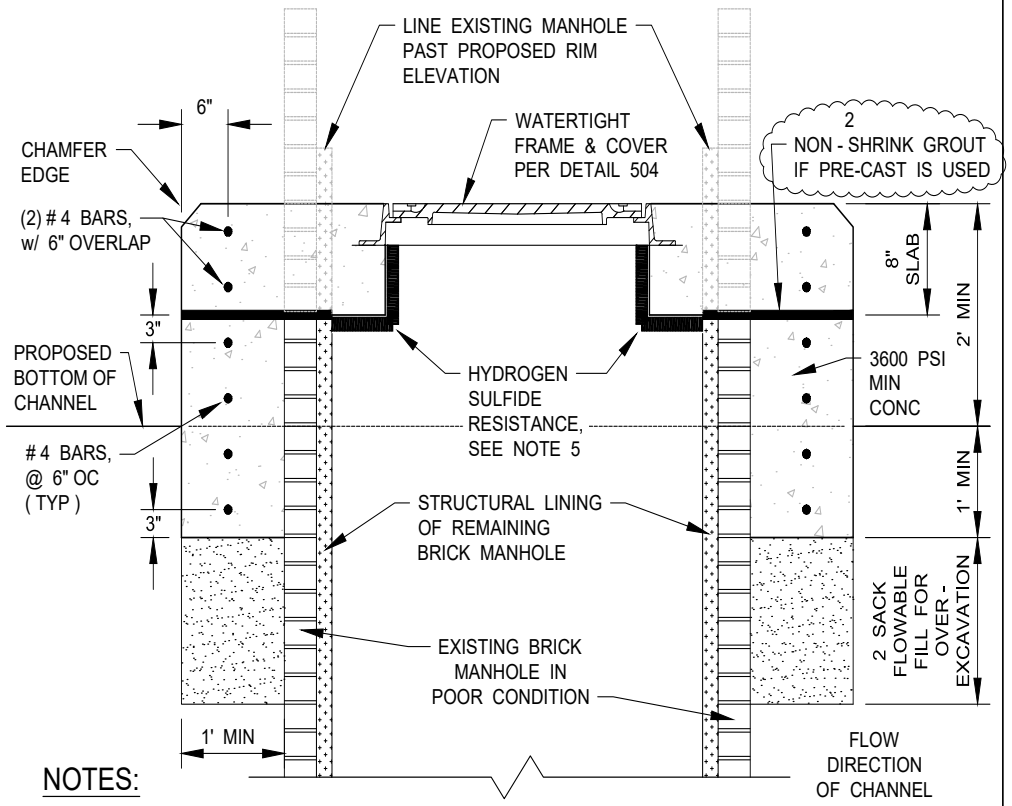
NOTE:

1. TOP SLAB MAY BE PRECAST OR CAST - IN - PLACE.

A1 TOP SLAB FOR MANHOLE BARREL ADJUSTMENT PACKET

NOT TO SCALE

TOP-SLAB-FOR-BRIK-MH-BARL-ADJU.dwg



NOTES:

1. APPLY STRUCTURAL LINING UP TO A POINT ABOVE THE PROPOSED RIM ELEVATION. LINER THICKNESS AS SPECIFIED.
2. CAREFULLY CUT MANHOLE & STRUCTURAL LINING 8" BELOW PROPOSED RIM ELEVATION.
3. BACKFILL ANY OVER - EXCAVATION WITH 2 - SACK FLOWABLE FILL.
4. CAST MANHOLE ENCASEMENT AROUND EXISTING MANHOLE. ORIENT THE FORM WITH OPPOSITE CORNERS ALIGNED WITH DIRECTION OF FLOW.
5. INTERIOR OF TOP SLAB MUST BE PROTECTED WITH A HYDROGEN SULFIDE RESISTANT COATING OR ADMIXTURE HAVING A 5 - YEAR WARRANTY. 2
6. BYPASS PUMPING WILL BE REQUIRED IN ACCORDANCE WITH THE SPECIFICATIONS AND GENERAL NOTES.

ENCASEMENT AND TOP SLAB ORIENTATION

A3 BRICK MANHOLE BARREL ADJUSTMENT IN CHANNEL

NOT TO SCALE

5325

MIDLAND_CHANNEL.dwg

July 13, 2021

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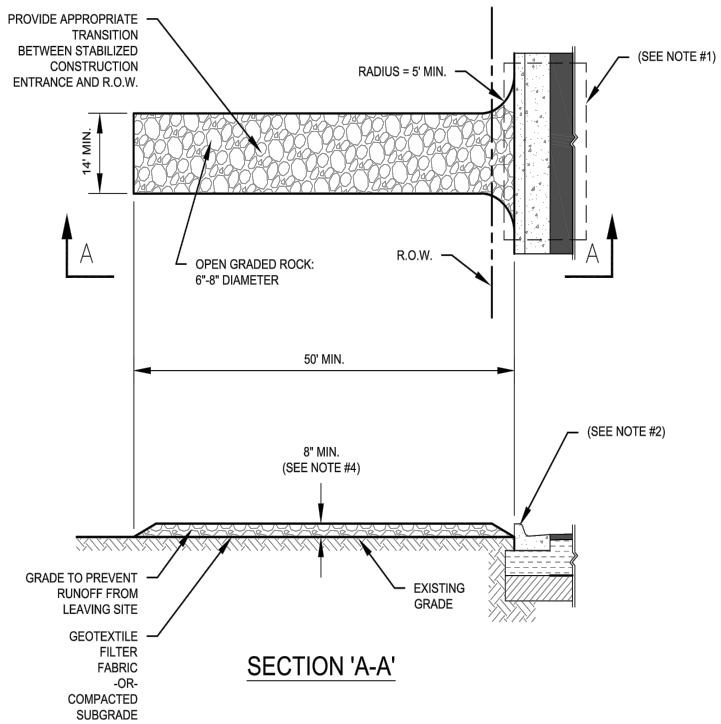
PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
2	05/18/2021	CITY REVIEW 01
1	05/17/2021	BID SET

STORM AND SANITARY SEWER DETAILS
SHEET 8 OF 8

C-508

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEET\UTILITIES SET\C-508-9728.dwg LAYOUT NAME: C-508 PRINTED: Tuesday, May 18, 2021 - 3:54pm USER: RSkinner

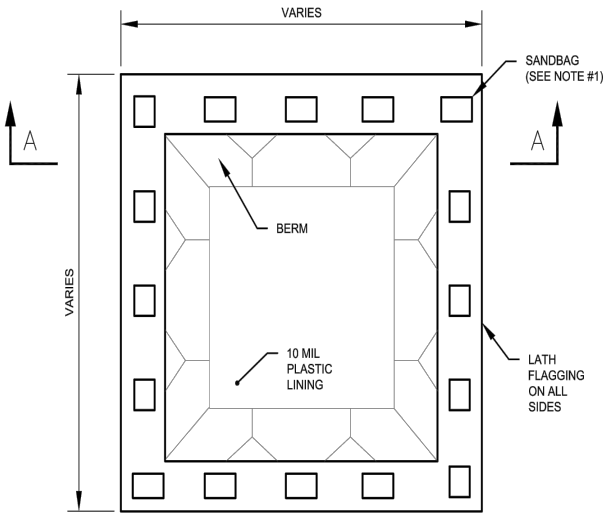


SECTION 'A-A'

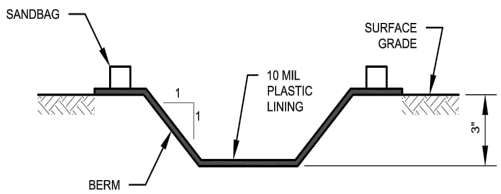
NOTES:

1. IF CURB DOES NOT EXIST OR IF EXISTING CURB IS REMOVED DURING CONSTRUCTION THEN STABILIZED CONSTRUCTION ENTRANCE IS TO EXTEND TO THE EDGE OF PAVEMENT.
2. IF CURB IS LEFT IN PLACE DURING CONSTRUCTION THEN INSTALL TEMPORARY CURB PROTECTION AS PER CITY DETAIL 713.
3. LENGTH SHALL BE AS SHOWN ON THE CONSTRUCTION DRAWINGS, BUT NOT LESS THAN FIFTY (50) FEET.
4. THICKNESS OF OPEN GRADED ROCK TO BE NO LESS THAN EIGHT (8) INCHES.
5. WIDTH SHALL BE NO LESS THAN FOURTEEN (14) FEET OR THE FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS, WHICHEVER IS WIDER.
6. STABILIZED CONSTRUCTION ENTRANCE TO BE REMOVED UPON COMPLETION OF CONSTRUCTION.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
MIDLAND Engineering Services	STABILIZED CONSTRUCTION ENTRANCE OPTION 1		701



DEPRESSED WASHOUT



SECTION 'A-A'

NOTES:

1. SECURE WASHOUT STRUCTURES AND LININGS WITH SANDBAGS OR TWO SECURELY FASTENED STAKES AROUND ENTIRE WASHOUT PERIMETER.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
3. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
MIDLAND Engineering Services	CONCRETE WASHOUT OPTION 1		704

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RENÉ FRANKS 69100 LICENSED PROFESSIONAL ENGINEER 05/17/21

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FRONT STREET TO GOLF COURSE ROAD

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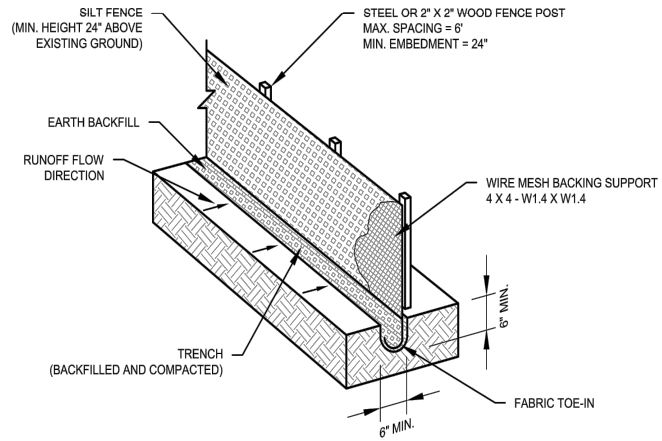
PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
1	05/17/2021	BID SET

EROSION CONTROL DETAILS
SHEET 1 OF 3

C-509

FILE NAME: A:\20209728.2003_DSGN\01_DWG\050_CIVIL\05_SHEETS\UTILITIES SETC-809-9728.dwg LAYOUT NAME: C-509 PRINTED: Monday, May 17, 2021 - 2:25pm USER: RSkinner



NOTES:

1. THIS DETAIL IS TO BE USED FOR SHEET FLOW CONDITIONS ONLY. DO NOT USE SILT FENCE FOR POINT FLOW OR CONCENTRATED FLOW CONDITIONS.
2. INSTALL STEEL OR WOOD POSTS, WHICH SUPPORT THE SILT FENCE, WITH A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POSTS MUST BE EMBEDDED A MINIMUM OF ONE (1) FOOT.
3. TRENCH THE TOE OF THE SILT FENCE IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE THE FENCE CANNOT BE TRENCHED IN (E.G.PAVEMENT), WEIGHT DOWN FABRIC FLAP WITH WASHED GRAVEL ON UPHILL SIDE TO PREVENT FLOW UNDER FENCE.
4. THE TRENCH MUST BE A MINIMUM OF SIX (6) INCHES DEEP AND SIX (6) INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
5. SECURELY FASTEN SILT FENCE TO EACH STEEL SUPPORT POST OR TO WOVEN WIRE, WHICH IN TURN IS TO BE ATTACHED TO THE STEEL OR WOOD FENCE POST. INCLUDE A SIX (6) INCH DOUBLE OVERLAP, SECURELY FASTENED, WHERE ENDS OF FABRIC MEET.
6. REMOVE SILT FENCE WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. REMOVE ACCUMULATED SILT WHEN IT REACHES A DEPTH OF SIX (6) INCHES. DISPOSE OF THE SILT ONSITE IN AN APPROVED LOCATION AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	SILT FENCE		706

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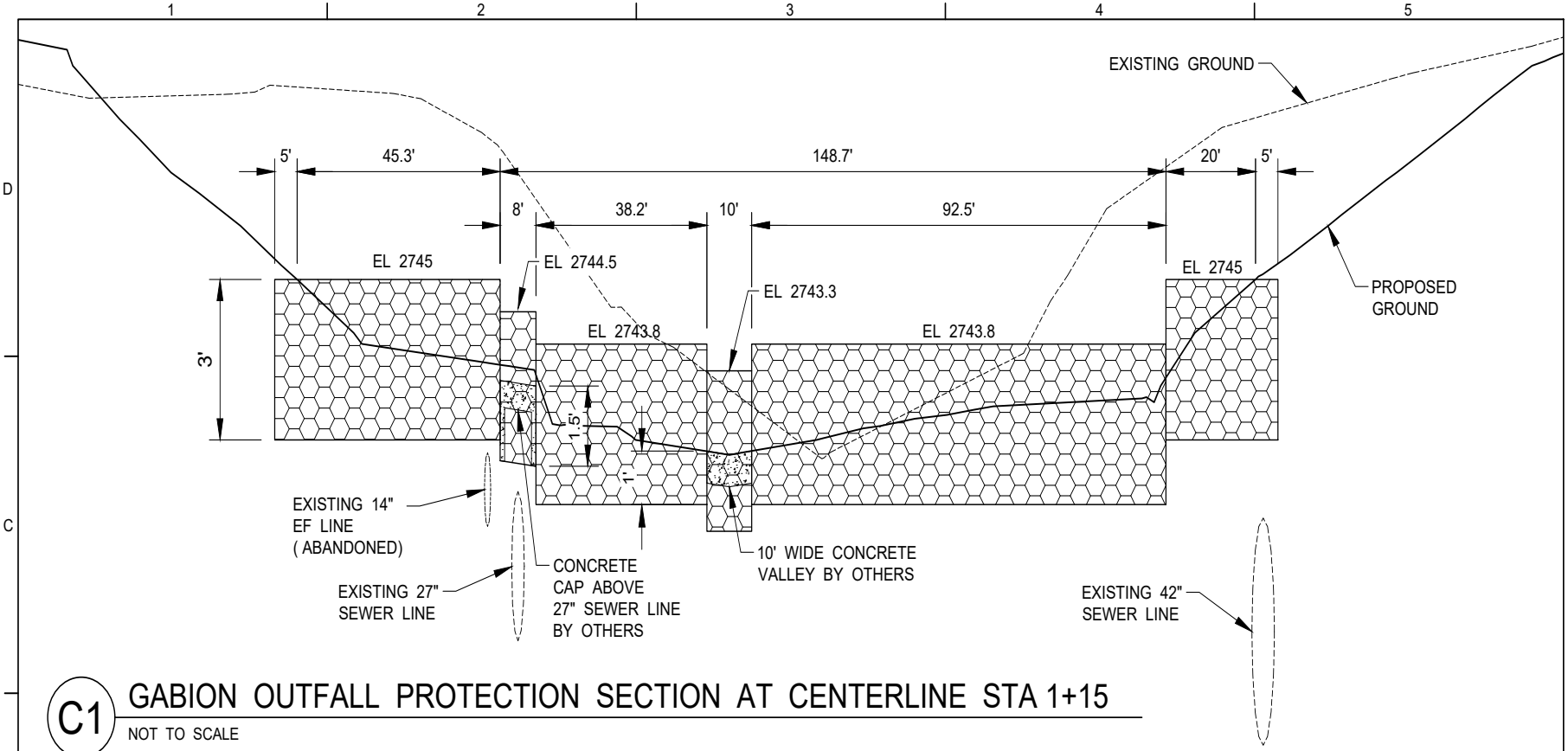
PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
1	05/17/2021	BID SET

EROSION CONTROL DETAILS
SHEET 2 OF 3

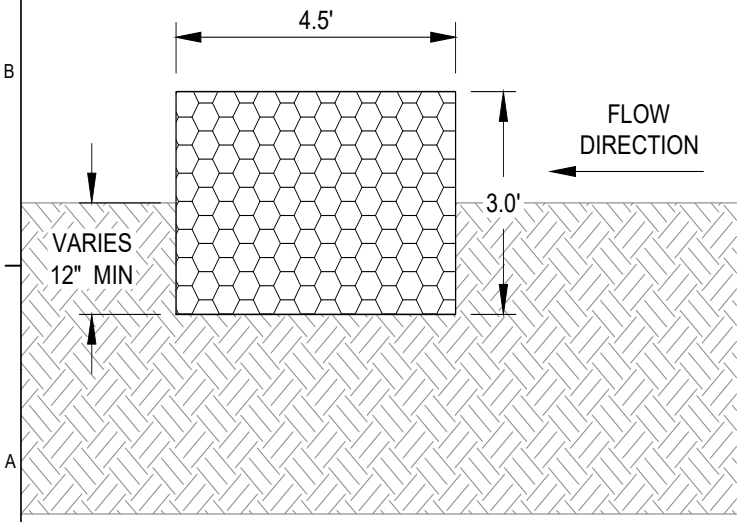
C-510

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\UTILITIES SET\C-510-9728.dwg LAYOUT NAME: C-510 PRINTED: Monday, May 17, 2021 - 2:26pm USER: RSkinner



C1 GABION OUTFALL PROTECTION SECTION AT CENTERLINE STA 1+15

NOT TO SCALE



A1 TYPICAL GABION

NOT TO SCALE

GABION NOTES:

1. INSTALL GABION SEDIMENT BARRIER AT DOWNSTREAM END OF PROJECT AT STATION 1+15.
2. SHAPE THE VICINITY OF THE GABION STRUCTURE TO FIT DIMENSIONS SHOWN ON BOTH SIDES OF THE CHANNEL PRIOR TO SETTING THIS STRUCTURE. THIS WILL AVOID REMOVAL AND REINSTALLATION AT DIFFERENT PHASES OF WORK.
3. GABION SEDIMENT BARRIER WILL BE LEFT IN PLACE UNTIL THE CHANNEL AND SIDE SLOPES HAVE FULLY REVEGETATED. IT IS ANTICIPATED THIS WILL BE ONE YEAR.
4. PROVIDE TWISTED WIRE GABIONS IN ACCORDANCE WITH ASTM A975. DESIGN OF THIS BARRIER IS NOT INTENDED TO BE STRUCTURAL, AS IT WILL BE OVERTOPPED IN A SIGNIFICANT STORM. HOWEVER, THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING WITH THE MANUFACTURER THAT THE GEOMETRY IS SUITABLE PRIOR TO INSTALLATION.
5. GABION WALL UNITS SHALL BE GALVANIZED 8X10 HEXAGONAL DOUBLE TWIST WIRE MESH IN ACCORDANCE WITH ASTM A975, STYLE 1 COATING.
6. COBBLES USED TO FILL THE GABIONS SHALL BE A CLEAN CRUSHED STONE 4-8 INCHES IN LEAST DIMENSION.
7. COMPLY WITH MANUFACTURER'S RECOMMENDATION FOR INSTALLATION OF THE GABIONS.
8. CONCRETE VALLEY AND CONCRETE CAP, OVER THE 27" SEWER, ARE BY EARTHWORK CONTRACTOR. INSTALL FULL DEPTH GABION, TO BE MODIFIED OR REPLACED BY EARTHWORK CONTRACTOR WHEN CONCRETE IS PLACED.

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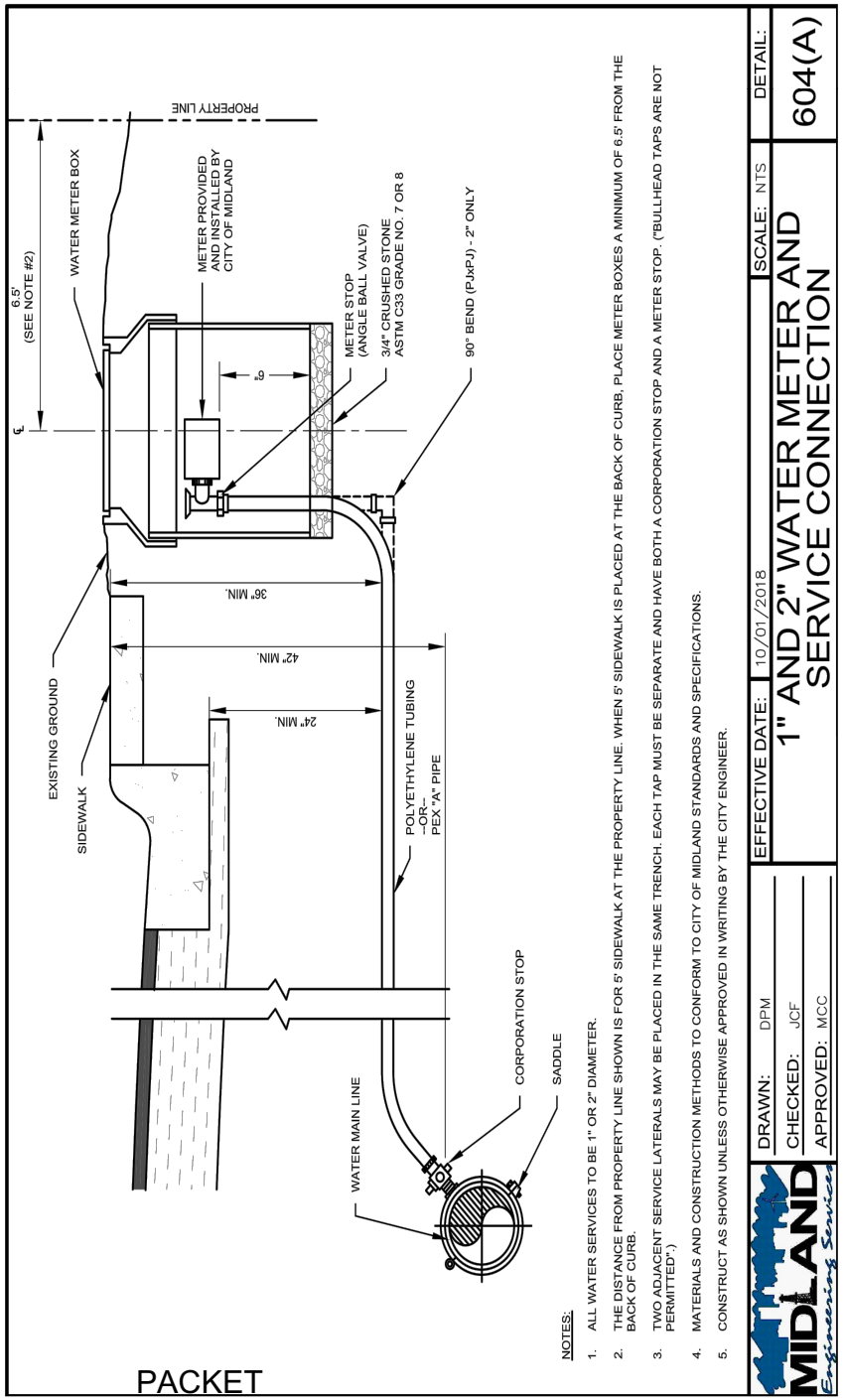
PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
1	05/17/2021	BID SET

EROSION CONTROL DETAILS
SHEET 3 OF 3

C-511

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\060_CIVIL\05_SHEETS\UTILITIES SET\C-511-9728.dwg LAYOUT NAME: C-511 PRINTED: Monday, May 17, 2021 - 2:28pm USER: RSkinner



NOTES:

1. ALL WATER SERVICES TO BE 1" OR 2" DIAMETER.
2. THE DISTANCE FROM PROPERTY LINE SHOWN IS FOR 5' SIDEWALK AT THE PROPERTY LINE. WHEN 5' SIDEWALK IS PLACED AT THE BACK OF CURB, PLACE METER BOXES A MINIMUM OF 6.5' FROM THE BACK OF CURB.
3. TWO ADJACENT SERVICE LATERALS MAY BE PLACED IN THE SAME TRENCH. EACH TAP MUST BE SEPARATE AND HAVE BOTH A CORPORATION STOP AND A METER STOP. ("BULLHEAD TAPS ARE NOT PERMITTED".)
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DETAIL: 604(A)

SCALE: NTS

EFFECTIVE DATE: 10/01/2018

1" AND 2" WATER METER AND SERVICE CONNECTION

DRAWN: DPM

CHECKED: JCF

APPROVED: MCC

MIDLAND Engineering Services

PACKET

APPROVED COMPONENT LIST

1" WATER METER SERVICE	2" WATER METER SERVICE
SADDLE OPTION 1: DUCTILE IRON W/DUAL BAND CC THREAD STEEL STRAP 1. FORD FCD202 SADDLE 2. MUELLER DR 2 S SERIES 3. A.Y. MCDONALD SERIES 4855A 4. OR APPROVED EQUAL	SADDLE OPTION 1: DUCTILE IRON W/DUAL BAND CC THREAD STEEL STRAP 1. FORD FCD202 SADDLE 2. MUELLER DR 2 S SERIES 3. A.Y. MCDONALD SERIES 4855A 4. OR APPROVED EQUAL
SADDLE OPTION 2: BRASS W/DUAL BAND CC THREAD STEEL STRAP 1. FORD 202BSD SADDLE 2. MUELLER BR 2 S SERIES 3. A.Y. MCDONALD SERIES 3855 4. OR APPROVED EQUAL	SADDLE OPTION 2: BRASS W/DUAL BAND CC THREAD STEEL STRAP 1. FORD 202BSD SADDLE 2. MUELLER BR 2 S SERIES 3. A.Y. MCDONALD SERIES 3855 4. OR APPROVED EQUAL
CORPORATION STOP 1. FORD FB1000-4-G-NL 2. MUELLER B-25008N 3. A.Y. MCDONALD SERIES 74701B-22 1 4. OR APPROVED EQUAL	CORPORATION STOP 1. FORD FB1000-7-G-NL 2. MUELLER B-25008N 3. A.Y. MCDONALD SERIES 74701B-22 2 4. OR APPROVED EQUAL
CURB STOP METER VALVE 1. FORD BA43-444W-G-NL 2. MUELLER B-25172N 3. A.Y. MCDONALD SERIES 74602B-22 1 4. OR APPROVED EQUAL	CURB STOP METER VALVE 1. FORD BFA43-777W-G-NL 2. MUELLER B-25172N 3. A.Y. MCDONALD SERIES 74602B-22 2 4. OR APPROVED EQUAL
WATER METER BOX 1. EAST JORDAN 32197099A02 2. OR APPROVED EQUAL	WATER METER BOX 1. EAST JORDAN 32244000A01 2. OR APPROVED EQUAL
SERVICE LINE PIPE 1. ASTM D-2737 POLYETHYLENE TUBING 2. MUNICI PEX 'A' PIPE 3. OR APPROVED EQUAL	SERVICE LINE PIPE 1. ASTM D-2737 POLYETHYLENE TUBING 2. MUNICI PEX 'A' PIPE 3. OR APPROVED EQUAL

NOTES:

1. ALL COMPONENTS OF ANY WATER METER SERVICE LINE MUST COME FROM THE SAME BRAND WHENEVER POSSIBLE.
2. PLASTIC WRAP ALL SADDLES.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM | CHECKED: JCF | APPROVED: MCC

MIDLAND Engineering Services

EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: 604(B)

1" AND 2" WATER METER AND SERVICE CONNECTION

5.329

July 13, 2021

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PROJECT NO.
01.9728.20

#	DATE	DESCRIPTION
1	05/17/2021	BID SET

WATER METER & SERVICE CONNECTION DETAILS - 1 OF 1

C-512

FILE NAME: A:\2020\9728.20\03_DSGN\01_DWG\050_CIVIL\05_SHEETS\UTILITIES SET\C-512-9728.dwg LAYOUT NAME: C-512 PRINTED: Monday, May 17, 2021 - 2:29pm USER: RSkinner

D21-03 Midland Draw Utility Adjustment Project - Front Street to Golf Course Road

City of Midland - Engineering Services; June 17, 2021

BID TAB					Red Deer Construction, LLC		
Bid Item	Pay Note	Description	Quantity	Units	Bid # Unit Price	Bid Total	Actual Bid Total
Miscellaneous Items							
1	M1	Mobilization	1	MO	$ 12,500.00	$ 12,500.00	$ 12,500.00
2	M2	Temporary Erosion/Sediment Control	1	MO	$ 4,000.00	$ 4,000.00	$ 4,000.00
3	M3	Traffic Control	1	MO	$ 2,500.00	$ 2,500.00	$ 2,500.00
4	M4	Job Site Safety	1	MO	$ 3,500.00	$ 3,500.00	$ 3,500.00
5	M5	Outfall Protection Gabion Wall	1	EA	$ 50,000.00	$ 50,000.00	$ 50,000.00
6	M6	Material Mark-up	Percentage	%	20.00%	20.00%	20.00%
7	M7	Labor Mark-up	Percentage	%	20.00%	20.00%	20.00%
8	M8	Equipment Rental Mark-up	Percentage	%	20.00%	20.00%	20.00%
Demolition Items							
1	D1	Removal & Disposal of Existing 30" HDPE Storm Drain	21	LF	$ 238.00	$ 4,998.00	$ 4,998.00
Wastewater Items							
1	WW1	6" SDR 26 ASTM D2241, PVC Wastewater Main	116	LF	$ 95.00	$ 11,020.00	$ 11,020.00
2	WW1	8" SDR 26 ASTM D2241, PVC Wastewater Main	83	LF	$ 100.00	$ 8,300.00	$ 8,300.00
3	WW2	Manhole Ring & Cover Adjustment	14	EA	$ 4,000.00	$ 56,000.00	$ 56,000.00
4	WW3	Lower Concrete Manhole	2	EA	$ 6,500.00	$ 13,000.00	$ 13,000.00
5	WW4	60" Fiberglass Manhole & Cover, (0' - 15')	3	EA	$ 30,000.00	$ 90,000.00	$ 90,000.00
6	WW5	Structural Lining Rehabiliation, Brick Manholes	9	EA	$ 7,000.00	$ 63,000.00	$ 63,000.00
7	WW6	Structural Lining Rehabiliation, Concrete Manholes	11	EA	$ 8,500.00	$ 93,500.00	$ 93,500.00
8	WW7	Sawcut Fibeerglass Barrel and Lower Manhole	1	EA	$ 8,500.00	$ 8,500.00	$ 8,500.00
		Base Bid Total				**$ 420,818.00**	**$ 420,818.00**
						$ 420,818.00	$ 420,818.00
							$0.00

City Council Meeting

Item Number: 6

Meeting Date: July 13, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: ***Motion authorizing the execution of an interlocal agreement with the Region 14 Education Service Center so as to provide for the City of Midland's participation in the National Cooperative Purchasing Alliance*** **(DISTRICT: NONE) (GENERAL SERVICES)**

Purpose:

Approval of a motion authorizing an interlocal agreement for cooperative purchasing services with the National Cooperative Purchasing Alliance (NCPA) Program.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is not required.

Discussion:

Please consider approval of a motion authorizing the City of Midland to participate in the National Cooperative Purchasing Alliance (NCPA) Program. Texas Local Government Code 271.102 provides that a local government may participate in a cooperative purchasing program with a local cooperative organization of the state of Texas or another state.

Therefore, please consider approval of a motion authorizing an interlocal agreement for cooperative purchasing services with the National Cooperative Purchasing Alliance (NCPA) Program.

Morris Williams Jr.

City Manager's Office

National Cooperative Purchasing Alliance

INTERLOCAL AGREEMENT

Contracting Parties

City of Midland, Texas
(Participating Agency)

Region 14 Educational Service Center
(Lead Agency)

75-6000608
(Federal Tax ID Number)

This agreement is effective upon signature and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This agreement may be terminated with or without cause by either party upon (60) days prior written notice, or may also be terminated for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Authority for such services is granted under Government Code, Title 7, Chapter 791 Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102. The purpose of this cooperative is to obtain substantial savings for member school districts and public entities through volume purchasing.

Role of the Purchasing Cooperative

1. Provide for the organizational and administrative structure of the program.
2. Provide staff time necessary for efficient operation of the program.
3. Receive quantity requests from entities and prepare appropriate tally of quantities.
4. Initiate and implement activities related to the bidding and vendors selection process.
5. Provide members with procedures for ordering, delivery, and billing.

Role of the Participating Agency:

1. Commitment to participate in the program as indicated by an authorized signature in the appropriate space below.
2. Designate a contact person for the cooperative.
3. Commit to purchase products and services that become part of the official products and services list when it is in the best interest of the member entity.
4. Prepare purchase orders issued to the appropriate vendor from the official award list provided by the Purchasing Cooperative.

5. Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.

6. Pay vendors in a timely manner for all goods and services received.

Authorization:

Region 14 Education Service Center and the National Cooperative Purchasing Alliance (NCPA) executed a contract to provide cooperative purchasing opportunities to public and nonprofit agencies nationwide.

Please send a signed Interlocal Agreement by email to membership@ncpa.us, fax to (888) 543-6515, or mail to NCPA, P.O. Box 701273, Houston, TX 77270. A facsimile or email transmission of an executed signature page of the agreement shall have the same force and effect as an original signature page.

Participating Agency	**Region 14 Education Service Center**
By_____	By_____
Authorized Signature	Authorized Signature
City Manager	
Title	Title
Date	Date
Erika Martinez	
Contact Person	Contact Person
Purchasing Manager	
Title of Contact	Telephone Number
300 North Loraine Street	
Street Address	Email Address
Midland, TX 79701	
City, State Zip	
432-685-7980	
Contact's Telephone Number	
purchasing@midlandtexas.gov	
Email Address	

INTEROFFICE MEMORANDUM

TO: Erika Munoz Martinez, Purchasing Manager

FROM: Michael Pacelli, P.E., PTOE, City Traffic Engineer

SUBJECT: National Cooperative Purchasing Alliance

DATE: June 25, 2021

The Traffic Operations Division requests that the City join the National Cooperative Purchasing Alliance (NCPA). This government purchasing cooperative is available to public agencies nationwide and allows for the purchase of a variety of goods and services at reduced prices.

There is no cost to the City for participating in NCPA.

Traffic is currently planning the purchase of driver feedback radar signs (i.e., "Your Speed" signs). The City previously purchased one of these signs by obtaining quotes from three vendors, and our cost was $3,814 for one unit. By going through the cooperative, we could now purchase this exact same sign for $3,478 each. That's a savings of $336 per sign, or about 9%.

Our current plan is to purchase two more signs, so we'd save almost $700 on this one purchase alone. We also expect to have additional purchases of these signs and other items in the future that could also see cost savings through NCPA.

The cooperative also ensures that we can buy the same model product each time and saves us the staff time and effort that would otherwise be spent seeking out three quotes each time that we need to make a purchase.

If the City joins NCPA, a wide variety of vendors are available that would also be useful to other departments in the City.

City Council Meeting

Item Number: 7

Meeting Date: July 13, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **Motion authorizing the City Manager or the City Manager's designee to advertise a request for qualifications for on-call engineering services and services provided in connection therewith for the Engineering Services Department and to negotiate professional services agreements with up to eight firms for said services; provided, however, that said agreements shall not become effective until approved by the City Council. (DISTRICT: ALL) (GENERAL SERVICES)**

Purpose:

Motion authorizing the City Manager or the City Manager's designee to advertise a request for qualifications for on-call engineering services and services provided in connection therewith for the Engineering Services Department.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is not required at this time

Discussion:

Please consider approving a motion authorizing the issuance of a request for qualifications for on-call engineering professional services, including but not limited to engineering and engineering-related activities for public works/capital improvement projects and may also include activities such as: survey, route study, traffic study, geotechnical investigation, geometric design, drainage design, right of way map and property appraisal, utility adjustment coordination, signal design, illumination design, construction plan assembly, resource agency coordination and other tasks as needed for the Engineering Services Department. Please see the attached memo from Matt Carr, City Engineer, for additional information.

Morris Williams Jr.

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Martinez, Purchasing Manager

FROM: Matt Carr, City Engineer

SUBJECT: Motion to authorize the City Manager or the City Manager's designee to advertise a request for qualifications for on-call engineering services and services provided in connection therewith for the Engineering Services Department and to negotiate professional services agreements with up to eight firms for said services; provided, however, that said agreements shall not become effective until approved by the City Council.

DATE: 6/29/2021 **COUNCIL MEETING DATE:** 7/13/2021

Please carry a resolution to council to obtain approval to advertise for a PSA for on-call engineering services. These contracts replace all current and past on-call contracts for Engineering Services. These eight contracts will be replaced with new contracts in October 2024.

The contracts provide for the issuance of contracts that do not exceed: (A) $200,000.00 per task order, and (B) $500,000.00 per year. All task orders will be for services to supplement the engineering work performed by Engineering Services' staff. The contracts will also be available for use by other Departments of the City that require engineering services.

The funding for task orders may come from a variety of sources; however, they would be appropriate to the scope of each project per the Engineering Department's judgement.

Let me know if you have any questions.

cc: Regina Stephenson
Jose Ortiz
Jesus Perez

REQUIREMENTS

FOR

STATEMENT OF QUALIFICATIONS

1 GENERAL INFORMATION

1.1 SCOPE OF WORK: The City of Midland invites qualified firms to submit a letter of interest and statement of qualifications for professional services to assist the City's Engineering Services Department with project development activities. These professional services deal with engineering and engineering-related activities for public works and capital improvement projects and may include activities such as: survey, route study, traffic study, geotechnical investigation, geometric design, drainage design, ROW Map and property appraisal, ROW acquisition coordination, utility adjustment coordination, signal design, illumination design, construction plan assembly, and resource agency coordination.

1.2 ISSUING OFFICE: This RFQ is issued by the City of Midland Engineering Department. Matt Carr, City Engineer**,** is the contact person for this RFQ.

1.3 PROJECTS: none at this time.

1.4 DISCLAIMER: none at this time

1.5 SERVICES REQUIRED: The specific services required of the selected firms may include, but are not limited to:

- **1.5.1** Conduct data gathering to include existing surveys, property ownership, geotechnical reports and other corresponding development/engineering reports.
- **1.5.2** Provide utility coordination services in connection with public, private, and city owned utility adjustments in preparation of construction projects.
- **1.5.3** Coordinate with various City departments and outside agencies as required.
- **1.5.4** Preparation of all plans and specifications for the design of utilities, roadways, and other corresponding facilities.
- **1.5.5** Provide engineering, design, and administrative services in connection with drainage improvement projects as defined in the City's Drainage Study and City-wide comprehensive drainage plan.
  - **a.** Prepare construction plans for drainage improvements
  - **b.** Gather essential field data and develop a preliminary plan for review by City Staff

c. Collect feedback from City Staff and prepare a report with recommendations and implementation schedules.

- **1.5.6** Provide engineering, design, and administrative services in connection with roadway improvement projects
  - **a.** Gather essential field data and develop a preliminary plan for review by City Staff
  - **b.** Collect feedback from City Staff and prepare a report with recommendations and implementation schedule
  - **c.** Prepare roadway construction plans for infrastructure improvements
- **1.5.7** Provide traffic engineering, design, and administrative services in connection with the recommendations of traffic studies or as directed by the City.
  - **a.** Perform an analysis of localized existing traffic system
  - **b.** Perform essential field studies and develop a preliminary report for review by City Staff
  - **c.** Collect feedback from City Staff and prepare plans with recommendation and implementation schedules, including but not limited to pavement markings, signing, traffic signals, and temporary traffic control.
- **1.5.8** Makes appearances and/or presentations before City Administration, City Council and Mayor on an as-needed basis
- **1.5.9** Provide real estate services in connection with right-of-way acquisition.
  - **a.** Appraisal Services – Consisting of reviewing property appraisals, preparation of appraisal reports. (However, the City reserves the right to contract directly with Appraisers independent of this contract and provide said appraisals and reports to the Right-Of-Way Consultant.)
  - **b.** Negotiation Services – Consisting of negotiating with property owners for the purchase of partial or full properties, right-of-way, easements, relocation and temporary construction easements (TCE's). Preparation of all letters and documents required including the offer letters, appraisal summary agreement for purchase, and other documents as required, including relocation. All negotiation services shall be in accordance with State of Texas statutes and other applicable requirements, including, but not limited to review and approval by the City and by the State. Note: Plats, legal descriptions and deeds may be prepared by others.
  - **c.** Selected firm(s) must be licensed and/or certified in accordance with the Texas Appraisal Licensing and Certification Act, Occupations Code, Title 7 – Practices and Professions Related to Real Property and Housing, Subtitle A – Professions Related to Real Estate, Chapter 1103 – Real Estate Appraisers amended September 1, 2005 and any future amendment.
  - **d**. Make presentations(s) to City Staff, City Council, and/or to the public as needed basis

1.6 SELECTION: The City will select up to eight (8) firms for on-call services to provide continuous services for three (3) years. The City will make its selection from those responding to this RFQ. If deemed necessary by the City, interviews with the firms deemed most qualified may be conducted. Once a selection is made of the most qualified firms, each chosen firm will be presented to the City Council for approval. Once approved, each firm will enter in a contract in preparation of being issued a Task Order for individual work.

Once work is assigned, the selected firm will be requested to submit a scope of work and proposed fee estimate to perform the specific services. If a mutually satisfactory agreement cannot be reached with the selected firm, negotiations will be terminated with that firm and the negotiation process will be initiated with another qualified firm. This process may be repeated until a mutually satisfactory agreement is reached.

The City maintains the right to terminate the selection process at any time if the City deems it is in the best interest of the City. The City reserves the right to accept or reject any or all proposals and to accept, in the judgment of the Mayor and City Council, what is the most advantageous proposals.

1.7 WAIVER:

- **1.7.1** <u>WAIVER OF CLAIMS ARISING FROM THE COMPETITIVE REQUEST FOR QUALIFICATION PROCESS OF AWARD OF CONTRACT</u>

BY SUBMITTING A STATEMENT OF QUALIFICATIONS, EACH SUBMITTER AGREES TO AND DOES HEREBY WAIVE ANY CLAIM THE SUBMITTER HAS OR MAY HAVE AGAINST THE CITY AND/OR THE CITY'S EMPLOYEES, AGENTS AND OFFICERS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FOLLOWING:

1. THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY STATEMENT OF QUALIFICATIONS.
2. WAVIER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE STATEMENT OF QUALIFICATIONS OR THE CONTRACT DOCUMENTS.
3. ACCEPTANCE OR REJECTION OF ANY STATEMENT OF QUALIFICATION.
4. AWARD OF CONTRACT.

By submitting a Statement of Qualifications, the submitter acknowledges that he or she understands all terms of the proposal documents and consents to the competitive selection process and the possibility of a negative assessment. By submitting a Statement of Qualifications, the submitter acknowledges and agrees that there was and is no disparity of bargaining power between the submitter and the City.

The submitter agrees that this is the intentional relinquishment of the above listed presently existing known rights.

- **1.7.2** WAIVER OF ATTORNEY FEES

BY SUBMITTING A STATEMENT OF QUALIFICATIONS, EACH SUBMITTER AGREES TO WAIVE AND DOES HEREBY WAIVE ANY CLAIM THE SUBMITTER HAS OR MAY HAVE AGAINST THE CITY AND/OR ITS RESPECTIVE EMPLOYEES AND REPRESENTATIVES, FOR THE AWARD OF ATTORNEY FEES, ARISING OUT OF OR IN CONNECTION WITH THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY STATEMENT OF QUALIFICATIONS, WAIVER OF ANY REQUIREMENTS UNDER THIS RFP, ACCEPTANCE OR REJECTION OF ANY STATEMENT OF QUALIFICATIONS, AND AWARD OF THE CONTRACT. BY SUBMITTING A STATEMENT OF QUALIFICATIONS, THE SUBMITTER SPECIFICALLY WAIVES ANY RIGHT TO RECOVER OR BE PAID ATTORNEY'S FEES FROM THE CITY OR ANY OF THE CITY'S EMPLOYEES AND REPRESENTATIVES UNDER ANY OF THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE, SECTION 37.001, ET. SEQ., AS AMENDED).

The submitter agrees that this is the intentional relinquishment of a presently existing known right.

By execution and submission of a Statement of Qualifications under this RFQ, the submitter hereby represents and warrants to the City that the submitter has read and understands the RFQ and the Statement of Qualifications is submitted in accordance with this RFQ. The submitter acknowledges that it understands all terms within the proposal documents, which include the waiver provisions, and that it had the right to consult with counsel regarding all of the above documents.

This section shall not be construed as a Waiver of Sovereign Immunity.

SOVEREIGN IMMUNITY

The City is not waiving its right of sovereign immunity. The City is retaining its immunity from suit. The City is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

2 STATEMENT OF QUALIFICATIONS (SOQ) SUBMITTAL

2.1 NUMBER OF COPIES OF THE SOQ NEEDED: The provider shall provide three (3) hard copies and one (1) electronic copy in PDF format on a CD (or Flash Drive) of the SOQ submittal.

2.2 OFFICALS NOT TO BENEFIT: No City employee, City Council member or elected official shall be admitted to any share or part of this contract, or to any benefit that may arise there from.

2.3 REJECTION OF SOQs: The City reserves the right to reject any and all SOQs received as a result of this Request for Qualifications or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the City. The City does not intend to pay for the information solicited or obtained through any response.

2.4 INCURRING COSTS: The City is not liable for any cost incurred by the service provider prior to issuance of a contact.

2.5 INQUIRIES: Questions regarding this RFQ must be submitted by emailing to mcarr@midlandtexas.gov. Questions and answers that change or substantially clarify the Request for Qualifications will be affirmed in writing and copies will be provided to all persons receiving an RFQ. Consultants receiving the RFQ via Internet download should be certain to provide appropriate contact information utilizing the interactive form provided on the Internet site. Any inquiries relating to this RFQ must be received in writing with contact information and received no later than **5:00 PM Friday, August 20, 2021.**

Any necessary request for clarification, delineation, or explanation of a Firm's SOQ will be made in writing by the City Engineer, or other designated agent.

2.6 ADDENDA TO THE REQUEST FOR QUALIFICATIONS: In the event it becomes necessary to revise any part of this RFQ, addenda will be provided to all service providers who received the RFQ prior to the response date.

2.7 RESPONSE DATE: To be considered, SOQs must arrive at the issuing office or department no later than **3:00 pm on Friday, August 27, 2021.** Service providers mailing SOQs should allow time for normal mail delivery to ensure timely receipt of their SOQ.

2.8 TYPE OF CONTRACT: The City uses its own professional services agreement in contracting for professional services. The characteristics of that agreement include:

- **2.8.1** An indemnification provision holding the City harmless from negligence on the part of the professional, professional's employees, agents or consultants;

- **2.8.2** A requirement that the service provider comply with all Federal, State, and local requirements and is responsible for obtaining all applicable permits, licenses and reviews relating to the project;
- **2.8.3** A requirement that the service provider carry and show proof of comprehensive general liability insurance, including contractual liability and worker's compensation as required by law and the City of Midland.

2.9 ACCEPTANCE OF RFQ AND SOQ CONTENT: To be considered, service providers must submit a complete response to this Request for Qualifications. The contents of this RFQ and the SOQ of the selected service provider(s) and its sub-consultants may become contractual obligations, if a contract ensues. Each of the SOQs must have original signature by an official authorized to bind the firms to its provisions. The service provider will make no other distribution of the SOQs.

2.10 SOQ PREPARATION/FORMAT: Each SOQ should be prepared providing a straightforward, concise description of the respondent's ability to meet the requirements of the RFQ. Emphasis should be on completeness and clarity of content. Failure to follow the format guidelines included herein shall be grounds for disqualification from consideration.

Each individual statement of qualification must not exceed a maximum of 7 pages in total length. Within those 7 total pages, the City of Midland asks each of the firms to place the following information: (1.) Letter of Interest, (2.) Team's Organizational Chart (3.) Team's Introduction/Qualifications, (4.) Firm's Introduction of Project Manager and Team Leads, (5.) Project Manager's and Team Lead's project experience with municipal projects, (6.) Team's Staff Availability, and (7.) Conflict of Interest Questionnaire.

Resumes will be allowed to be placed in the back of the statement of qualifications as an appendix and will not count towards the maximum page count. Firms are reminded to assemble their statement of qualifications in the order mentioned above to assist the RFQ Review Committee in grading each of the submittals.

A single-sided printed page will count as one (1) page. Font shall be Arial and size 12. The margins shall be 1" all around on letter size paper only. The page number shall be a header or footer (0.5" top or bottom).

2.11 ORAL PRESENTATION: None anticipated at this time.

2.12 PRIME CONSULTANT RESPONSIBILITIES: The selected service provider will be required to assume the responsibility for all services offered in the Statement of Qualifications whether or not the service provider produces them. Furthermore, the City will consider the selected service provider to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

2.13 FEDERAL PROJECT REQUIREMENTS: In addition to other requirements and on occasion, the consultant will be asked to work on combined Federal/State/Local funded projects. On-call consultants may be required to provide qualifications (ie. DBE team participation, EEO compliance, etc.) to perform work on these types of projects as needed. This is not mandatory that the on-call consultant possesses these types of qualifications to perform usual city funded work.

3 INFORMATION REQUIRED FROM SERVICE PROVIDER:

3.1 COVER CITATION: The following citation should be on the cover:

Submitted to:
Erika Martinez
Purchasing Manager
City of Midland
300 N. Loraine
Midland, TX 79702

- Statement of Qualifications for: - (2021 On-Call Engineering)
- (RFQ 21003914) -
- (June 29, 2021) -

3.2 LETTER OF INTEREST: The transmittal letter must include the following:

- **3.2.1** Brief statement of understanding of the work to be performed and a positive commitment to perform the work in a timely manner.
- **3.2.2** Name of the contact person or representative for the firm, their title, address and phone number. State whether the contact person is authorized to bind the firm. If not, provide the name of the individual who is authorized to bind the firm.

3.3 TEAM'S ORGANIZATIONAL CHART: The respondent will provide information about the Team's organization through the use of a prepared chart. Include the names of the proposed Project Manager and key personnel to be committed to the Team. IMPORTANT NOTE: Make sure that the team composition includes the appropriate Team Leads so that all the work types, listed in the Scope of Work, have a corresponding qualified person for that type of work. Failure to include personnel to meet the needs of all the proposed types of work will be considered non-responsive.

3.4 TEAM QUALIFICATIONS: The respondent will provide a brief introduction of the firm(s) combined to make up the proposed Team. Be sure to include:

- **3.4.1** The name and business address of the firm and principal who would be responsible for the work.
- **3.4.2** The contributing skill set provided by each Firm.

3.5 PROJECT MANAGER & TEAM LEADS INTRODUCTION: The respondent will provide a more in- depth introduction of the proposed Project Manager and the Team Leads. Provide a brief narrative on the Project Manager and the Team Leads to describe their education, professional licenses, years of experience and expertise.

3.6 PROJECT MANAGER & TEAM LEADS WORK EXPERIENCE: Include:

- **3.6.1** A list of municipal projects recently completed or under design by the PM and Team Leads of similar scope to recent City of Midland projects with approximate construction costs and dates completed.
- **3.6.2** A list of references complete with names and phone numbers.
- **3.6.3** Describe how the referenced projects are similar in nature with City of Midland projects in terms of planning, development and infrastructure design.

3.7 TEAM MEMBER'S AVAILABILITY: The respondent will provide a more in-depth introduction of any sub-consultants proposed to be used. Provide a list of current project load and estimated availability in percent (%).

3.8 CONFLICT OF INTEREST QUESTIONNAIRE: The respondent will provide a prepared and signed copy of a CIQ Form.

EXAMPLE
PROFESSIONAL SERVICES AGREEMENT FOR MULTIPLE PROJECTS

THIS AGREEMENT is made and effective the ___day of _____ 20__, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, _____ hereinafter referred to as "COMPANY."

WHEREAS, CITY desires to retain COMPANY, a professional engineering firm, to provide professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith on one or more projects in which the CITY is involved; and

WHEREAS, COMPANY desires to provide such services on such projects as may be agreed from time to time by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith for the City of Midland.

ARTICLE II. SERVICES TO BE PERFORMED

1. This Agreement shall apply to as many projects as CITY and COMPANY agree will be performed under the terms and conditions of this Agreement.
2. Each project that COMPANY performs for CITY hereunder shall be designated by a "Task Order." A Task Order shall be in the form of that attached hereto and incorporated herein as Exhibit "A" or a form substantially similar thereto. No Task Order shall be binding or enforceable unless and until it has been properly executed by both CITY and COMPANY. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
3. COMPANY shall provide those services described in each properly executed Task Order.
4. COMPANY shall perform said services (1) with the professional skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under

the same or similar circumstances and professional license and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform said services.

5. In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control except to the extent that the terms of the Task Order conflicts with Article III below.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY for said professional services in accordance with Part 5 of each Task Order; provided, however, (1) that the payment from CITY to COMPANY for each Task Order shall not exceed $200,000.00 and (2) that the total cost to CITY for all Task Orders executed by CITY and COMPANY each year in accordance with this Agreement shall not exceed $500,000.00 per year. COMPANY shall provide to CITY a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in the Task Order incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date on which COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The term of this Agreement shall be from _____, 2021 until _____, 2024, unless the project is completed sooner or the Agreement is terminated as provided below.

ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will for no or any reason upon giving at least one-hundred-eighty (180) days written notice to COMPANY. The parties to this Agreement understand and agree that it is in CITY'S sole discretion to cancel the Agreement during the term of the Agreement without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite

notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

ARTICLE VI. ASSIGNMENT

COMPANY shall not, either directly or indirectly, assign all or any part of this Agreement or any interest, right or privilege herein, without 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.

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

All reports, information and other data ("instruments of service"), given to, prepared or assembled by COMPANY under this Agreement, and any other related documents or items shall become the sole property of CITY and shall be delivered to CITY, without restriction, except that COMPANY may make copies of any and all instruments of service for its files. CITY shall not make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of COMPANY, which consent shall not be unreasonably withheld.

ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of CITY; that COMPANY 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 CITY and COMPANY, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a “Community of Pecuniary Interest” or “An Equal Right of Control” which would give rise to vicarious liability. COMPANY shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. 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.

ARTICLE IX. INSURANCE

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

Commercial General Liability (including Contractual liability):

-Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
-Property Damage:	$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 Agreement. 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 Agreement. The Workers' Compensation shall waive all rights of subrogation in favor of CITY.

All insurance required pursuant to this Agreement shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Agreement, 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 Agreement 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 Agreement, 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 Agreement.

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.

ARTICLE X. ATTORNEY FEES

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

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN

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

COMPANY AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this agreement CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

ARTICLE XII. NO THIRD PARTY BENEFICIARIES

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

ARTICLE XIII. RELEASE

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

ARTICLE XIV. GENERAL PROVISIONS

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

B. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

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

If to COMPANY:

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

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

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

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

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

H. Federal Wage Requirements. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Agreement, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Agreement, to which the parties to this Agreement have agreed to be bound.

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or his legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will 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 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 so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request 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, COMPANY'S failure to comply with the requirements herein shall perpetually bar COMPANY'S claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code,

regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

J. **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.

K. Compliance. – COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, as amended.

L. To the extent that Tex. Gov't Code section 2270.002 applies to this Agreement, Company hereby verifies that Company does not boycott Israel and will not boycott Israel during the term of this Agreement. If Tex. Gov't Code section 2270.002 does not apply to this Agreement, such verification is not required, and Company shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement is a contract described by Section 552.371 of the Texas Government Code, Company shall (1) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to City for the duration of the contract, (2) promptly provide to City any contracting information related to the Agreement that is in the custody or possession of Company on request of City, and (3) on completion of the Agreement, either (i) provide at no cost to City all contracting information related to the Agreement that is in the custody or possession of Company, or (ii) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to City.

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

O. Conflict of Terms. If a conflict of terms or language exists between (i) any of the provisions of this Agreement and (ii) any of the provisions contained in Exhibit A, precedence shall be given to the provisions of this Agreement. For the avoidance of any doubt, the provisions contained in this Agreement shall supersede any and all conflicting provisions contained in Exhibit A.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLYAS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§
§
COUNTY OF _____§

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

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

_____
Notary Public, State of Texas

TASK ORDER NO. _

This Task Order pertains to an Agreement by and between City of Midland, Texas, ("CITY"), and _____ ("COMPANY"), dated _____, 20___, ("the Agreement"). COMPANY shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: ___
PROJECT NAME: _____

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY COMPANY ON THE PROJECT:

PART 3.0 CITY'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 PAYMENTS TO COMPANY:

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20___.

CITY OF MIDLAND, TEXAS "CITY"		_____ "COMPANY"	
BY:	_____	BY:	_____
NAME:	Robert Patrick	NAME:	_____
TITLE:	City Manager	TITLE:	_____
ADDRESS:	P.O. Box 1152 Midland, TX 79702	ADDRESS:	_____ _____

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

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

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

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

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7 _____ _____

Signature of vendor doing business with the governmental entity Date July 13, 2021

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

City Council Meeting

Item Number: 8

Meeting Date: July 13, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH EXERPLAY, INC., FOR THE PURCHASE AND INSTALLATION OF CERTAIN PLAYGROUND EQUIPMENT AND RENOVATIONS AT WINDLANDS PARK THROUGH BUYBOARD AT A TOTAL COST OF $120,986.07; AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT 3) (GENERAL SERVICES)

Purpose:

Approval of a resolution approving the purchase of playground renovations and equipment including installation from Exerplay Inc, through Buyboard contract 592-19 for a total cost of $120,986.07 for the Community Services Department.

Recommended City Council Action:

Approve

Fiscal Impact:

$133,000 is available in the Parks Operating Budget (001090) and will be moved to Fund 005 Project 900315 (Playground Renovation project).

Discussion:

Staff recommends the purchase of playground renovations and equipment including installation from Exerplay Inc, through Buyboard contract 592-19. 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 see the attached memo from Cristina Burns, Community Services Director, for more information.

Therefore, please consider a resolution approving the purchase of playground renovations and equipment including installation from Exerplay Inc of Cedar Crest, New Mexico through Buyboard contract 592-19 for a total cost of $120,986.07.

Morris Williams Jr.

City Manager's Office

CITY OF MIDLAND
Community Services Department
Interoffice Memorandum

Date: June 30, 2021
To: Robert Patrick, City Manager
From: Cristina Burns, Community Services Director
Subject: Windlands Playground Equipment Purchase – Award Contract

The 2020 Parks, Recreation and Open Space Master Plan included assessments of playground conditions in Midland. Those evaluations are utilized in selecting the parks where playground replacements are most needed. The Parks Division of the Community Services Department is currently working to complete installations of nine playground renovations. Windlands Park has been identified as the next playground on the list for renovations. The current equipment is missing a slide and it is no longer an option to purchase replacement parts for that outdated structure.

Exerplay has provided a design for new equipment at the Windlands playground. The quoted BuyBoard price for the equipment, artificial turf surfacing, shipping and installation is $120,986.07. A 10% contingency for work to be completed by the Parks Division construction crew, such as site preparation and project fencing, is recommended. The total cost of the project is $133,000. The timeline for installation is Fall 2021.

$133,000 is available in the Parks Operating Budget (001090) and will be moved to Fund 005 Project 900315 (Playground Renovation project).

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH EXERPLAY, INC., FOR THE PURCHASE AND INSTALLATION OF CERTAIN PLAYGROUND EQUIPMENT AND RENOVATIONS AT WINDLANDS PARK THROUGH BUYBOARD AT A TOTAL COST OF $120,986.07; AND APPROPRIATING FUNDS FOR SAID PROJECT

WHEREAS, the 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, Exerplay, Inc., submitted a total proposed cost to the City of $120,986.07 for the purchase and installation of certain playground equipment and renovations at Windlands Park through Buyboard, as shown on the quote attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the Council finds the price proposed by Exerplay, Inc., through Buyboard for the purchase and installation of certain playground equipment and renovations at Windlands Park to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to authorize the execution of a contract with Exerplay, Inc., for the purchase and installation of certain playground equipment and renovations at Windlands Park through Buyboard;

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 Exerplay, Inc., for the purchase and installation of certain playground equipment and renovations at Windlands Park through Buyboard for a total cost of $120,986.07. Said contract being in a form substantially similar to Exhibit A, which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That the amount of $120,986.07 is hereby appropriated from the

Fiscal Year 2021 General Fund Operating Budget to the Playgrounds Renovations Project (900315) Fund 005.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Exerplay, Inc., for said purchase and installation from funds available in the Playgrounds Renovations Project (900315) Fund 005 upon receipt of proper invoices or statements approved by the City Manager.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

THE CITY OF MIDLAND

CONTRACT

Contract No. 21003937

THIS CONTRACT, effective the 14 day of July, 2021, by and between the City of Midland, hereinafter referred to as "CITY", and Exerplay Inc, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 120,986.07 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work necessary for the Windlands Playground Equipment and Installation Project as described in the following exhibits, which are attached hereto and incorporated herein for all purposes.

3. EXHIBIT A Specifications, Proposal or Cost Summary

EXHIBIT B.....Intentionally Omitted
EXHIBIT C..... Bonding instructions for Public Works Contract of $50,000 and more
EXHIBIT D..... Wage Scale

4. **City:** The words "CITY's Representative" or "representative" shall mean Cristina 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.

5. **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.

6. **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.

6.1. 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.

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

7. **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.

7.1. 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.

8. **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.

9. **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.

9.1. **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.**

9.2. **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.

10. **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 120 calendar days after release to proceed.

11. **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.

12. **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.

13. **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:

13.1. Defective work not remedied; or

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

13.3. 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

13.4. 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.

14. **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.

15. **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.

15.1. 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.

16. **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.

17. **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.

18. **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.

19. 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.

20. **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.

21. **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.

22. **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.

23. **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**.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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.

29. **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.

30. To the extent that Section 2271.002 of the Texas Government Code applies to this Contract, COMPANY hereby verifies that COMPANY does not boycott Israel and will not boycott Israel during the term of this Contract. If Section 2271.002 of the Texas Government Code does not apply to this Contract, such verification is not required, and COMPANY shall be deemed to have not made such verification.

31. **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.

32. **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.

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED 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 Exerplay 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 _____

EXHIBIT "A"

PO Box 1160
Cedar Crest, NM 87008-1160
Fax 505.281.0155
Toll Free 800.457-5444
www.exerplay.com

DATE 6/18/2021

NUMBER OR061821-3

QUOTATION

Quote Prepared for:	Purchase Order to be Issued To:
City of Midland	Exerplay, Inc PO Box 1160 Cedar Crest, NM 87008 Fax copy of PO to 505-281-0155

SHIPPED VIA	TERMS	REP	FOB	EST. SHIP DATE
Common Carrier	Net 30	JT	Midland, TX	6-8 Weeks ARO

ITEM	DESCRIPTION	QTY	COST	TOTAL
Project	WINDLANDS PARK - BILLOWS DESIGN - PLAYGROUND EQUIPMENT, SAFETY SURFACING, AND INSTALLATION			
	LANDSCAPE STRUCTURES, INC.			
LSI	DTR PB Billows (5-12 years), per Design 6477	1	49,950.00	49,950.00
BuyBoard	Contract #592-19		-5.00%	-2,497.50
Freight	Freight/shipping charges (150-21-56)	1	4,320.00	4,320.00
	SAFETY SURFACING			
ForeverLawn	FL05-PB - PG Grass Extreme	2,880	7.70	22,176.00
ForeverLawn	SFP20 - SafetyFoam Pro 2" - 2'x4' panel	337	26.47	8,920.39
BuyBoard	Contract #592-19		-1,554.82	-1,554.82
ForeverLawn	Playground Grass Freight & Installation - standard installation includes: 3 in of Drainage stone and compaction, material and installation of perimeter board and staples to secure edges, application of infill when applicable, and site clean-up *Does not include removal of old surfacing if applicable (582)	1	16,205.00	16,205.00
	INSTALLATION			
Install	Installation of Billows play structure in Midland, TX. Price is for normal digging conditions. If adverse digging conditions exist, an additional charge may be incurred. Digging spoils are to be disposed of on site. Haul off is not included in this quote.	1	19,375.00	19,375.00
Bond	Performance/Payment Bond	1	4,092.00	4,092.00
Notes I	Pricing is for the above listed equipment and installation only and does not include off loading of equipment at time of delivery, storage, security, site preparation, security fencing, or any applicable taxes or permits. There will be a 3.5% fee added to your invoice if you choose to pay by credit card			

- CONTINUED ON PAGE 2 -

Quote prepared by Olivia Ramirez
olivia@exerplay.com

TOTAL July 13, 2021

PO Box 1160
Cedar Crest, NM 87008-1160
Fax 505.281.0155
Toll Free 800.457-5444
www.exerplay.com

DATE	NUMBER
6/18/2021	OR061821-3

QUOTATION

Quote Prepared for:	**Purchase Order to be Issued To:**
City of Midland	Exerplay, Inc PO Box 1160 Cedar Crest, NM 87008 Fax copy of PO to 505-281-0155

SHIPPED VIA	TERMS	REP	FOB	EST. SHIP DATE
Common Carrier	Net 30	JT	Midland, TX	6-8 Weeks ARO

ITEM	DESCRIPTION	QTY	COST	TOTAL
JT	For more information please contact Jeff Talley at (806) 670-4006, or jeff@exerplay.com - PRICING IS GOOD FOR 30 DAYS. -			

TOTAL $120,986.07

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

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. 21003937

THIS CONTRACT, effective the 14 day of July, 2021, by and between the City of Midland, hereinafter referred to as "CITY", and Exerplay, Inc., hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 120,986.07 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work necessary for the Windlands Playground Equipment and Installation Project as described in the following exhibits, which are attached hereto and incorporated herein for all purposes.

3. EXHIBIT A Specifications, Proposal or Cost Summary

EXHIBIT B.....Intentionally Omitted
EXHIBIT C..... Bonding instructions for Public Works Contract of $50,000 and more
EXHIBIT D..... Wage Scale

4. **City:** The words "CITY's Representative" or "representative" shall mean Cristina 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.

5. **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.

6. **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,

Exhibit A

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.

6.1. 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.

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

7. **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.

7.1. 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.

8. **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.

9. **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.

9.1. **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.**

9.2. **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.

10. **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 120 calendar days after release to proceed.

11. **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.

12. **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.

13. **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:

13.1. Defective work not remedied; or

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

13.3. 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

13.4. 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.

14. **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.

15. **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.

15.1. 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.

16. **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.

17. **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.

18. **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.

19. 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.

20. **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.

21. **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.

22. **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.

23. **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**.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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.

29. **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.

30. To the extent that Section 2271.002 of the Texas Government Code applies to this Contract, COMPANY hereby verifies that COMPANY does not boycott Israel and will not boycott Israel during the term of this Contract. If Section 2271.002 of the Texas Government Code does not apply to this Contract, such verification is not required, and COMPANY shall be deemed to have not made such verification.

31. **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.

32. **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.

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED 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 Exerplay, 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 _____

EXHIBIT "A"

PO Box 1160
Cedar Crest, NM 87008-1160
Fax 505.281.0155
Toll Free 800.457-5444
www.exerplay.com

DATE 6/18/2021

NUMBER OR061821-3

QUOTATION

Quote Prepared for:	Purchase Order to be Issued To:
City of Midland	Exerplay, Inc PO Box 1160 Cedar Crest, NM 87008 Fax copy of PO to 505-281-0155

SHIPPED VIA	TERMS	REP	FOB	EST. SHIP DATE
Common Carrier	Net 30	JT	Midland, TX	6-8 Weeks ARO

ITEM	DESCRIPTION	QTY	COST	TOTAL
Project	WINDLANDS PARK - BILLOWS DESIGN - PLAYGROUND EQUIPMENT, SAFETY SURFACING, AND INSTALLATION			
	LANDSCAPE STRUCTURES, INC.			
LSI	DTR PB Billows (5-12 years), per Design 6477	1	49,950.00	49,950.00
BuyBoard	Contract #592-19		-5.00%	-2,497.50
Freight	Freight/shipping charges (150-21-56)	1	4,320.00	4,320.00
	SAFETY SURFACING			
ForeverLawn	FL05-PB - PG Grass Extreme	2,880	7.70	22,176.00
ForeverLawn	SFP20 - SafetyFoam Pro 2" - 2'x4' panel	337	26.47	8,920.39
BuyBoard	Contract #592-19		-1,554.82	-1,554.82
ForeverLawn	Playground Grass Freight & Installation - standard installation includes: 3 in of Drainage stone and compaction, material and installation of perimeter board and staples to secure edges, application of infill when applicable, and site clean-up *Does not include removal of old surfacing if applicable (582)	1	16,205.00	16,205.00
	INSTALLATION			
Install	Installation of Billows play structure in Midland, TX. Price is for normal digging conditions. If adverse digging conditions exist, an additional charge may be incurred. Digging spoils are to be disposed of on site. Haul off is not included in this quote.	1	19,375.00	19,375.00
Bond	Performance/Payment Bond	1	4,092.00	4,092.00
Notes I	Pricing is for the above listed equipment and installation only and does not include off loading of equipment at time of delivery, storage, security, site preparation, security fencing, or any applicable taxes or permits. There will be a 3.5% fee added to your invoice if you choose to pay by credit card			

- CONTINUED ON PAGE 2 -

Quote prepared by Olivia Ramirez
olivia@exerplay.com

TOTAL July 13, 2021

PO Box 1160
Cedar Crest, NM 87008-1160
Fax 505.281.0155
Toll Free 800.457-5444
www.exerplay.com

DATE	NUMBER
6/18/2021	OR061821-3

QUOTATION

Quote Prepared for:	**Purchase Order to be Issued To:**
City of Midland	Exerplay, Inc PO Box 1160 Cedar Crest, NM 87008 Fax copy of PO to 505-281-0155

SHIPPED VIA	TERMS	REP	FOB	EST. SHIP DATE
Common Carrier	Net 30	JT	Midland, TX	6-8 Weeks ARO

ITEM	DESCRIPTION	QTY	COST	TOTAL
JT	For more information please contact Jeff Talley at (806) 670-4006, or jeff@exerplay.com - PRICING IS GOOD FOR 30 DAYS. -			

TOTAL $120,986.07

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

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: 9

Meeting Date: July 13, 2021

To: City Council / City Manager

From: Justine Ruff, Director

Subject: **RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH ONYX GENERAL CONSTRUCTION, LLC, IN THE AMOUNT OF $6,266,014.00 FOR THE MULTI-FACILITY REHABILITATION PROJECT AT MIDLAND INTERNATIONAL AIR & SPACE PORT; AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT 4) (AIRPORTS)**

Purpose:

Resolution authorizing the execution of a contract with Onyx General Construction, LLC in the amount of $6,266,014 for the Multi-Facility Rehabilitation Project at Midland International Air & Space Port, and appropriate necessary funds.

Recommended City Council Action:

Approve

Fiscal Impact:

FAA Share (100%) – Grant 65	$6,711,014.00
City/Airport Share (0%) (contingency)	$ 626,600.00
	$7,337,614.00

Breakout of Costs

Construction Phase Airport Admin Costs	$ 10,000.00
Construction Phase Services (Hourly NTE)	$ 110,000.00
Construction Phase Admin/Resident Project Representative (RPR)	$ 300,000.00
Construction Phase Sub-Consultant Services (Reimb. NTE Amount)	$ 25,000.00
Construction Improvements Bid – Onyx General Contractors, LLC	$6,266,014.00
Construction Contingency – Balance of FAA Grant 60 for this scope	$ 626,600.00

Total Recommended Construction Phase Appropriation	$7,337,614.00

Appropriation Language:

That the sum of $626,600.00 is hereby appropriated from the Airport Operating Fund (500) Unappropriated Fund Balance (35650) to the Multi-Facility Rehabilitation Project (900308).

Discussion:

During the April 13, 2021 Council meeting, a motion authorized the advertisement for bids for the Multi-Facility Rehabilitation Project at MAF. On Thursday, June 10th, two bids were received and opened from Onyx General Contractors, LLC and Mid-Tex of Midland, Inc. The low bid was submitted by Onyx General Contractors, LLC in the amount of $6,266,014.00. Parkhill has reviewed the bids and recommends that we award the project to Onyx General Contractors, LLC.

This project includes various improvements at the Terminal Building, Aircraft Rescue Fire Fighting Station #7, Airport Maintenance Facility, LaForce Office Complex, Wright Office Complex, Airfield Lighting Vault, and the Vehicle Parking Exit Booths at MAF. The project will be majorly funded by the Coronavirus Air, Relief and Economic Security (CARES) Grant received in 2020. The additional funding covering contingency will be from the Airport Fund, as contingency is not grant eligible. The contingency for this project is ten percent.

Morris Williams Jr.

City Manager's Office

RESOLUTION NO._____

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH ONYX GENERAL CONSTRUCTION, LLC, IN THE AMOUNT OF $6,266,014.00 FOR THE MULTI-FACILITY REHABILITATION PROJECT AT MIDLAND INTERNATIONAL AIR & SPACE PORT; AND APPROPRIATING FUNDS FOR SAID PROJECT

WHEREAS, the City Council approved the plans and specifications and authorized advertisement for bids for the Multi-Facility Rehabilitation Project at Midland International Air & Space Port; and

WHEREAS, on June 10, 2021, two (2) bids were opened, and the lowest and most responsible bid was submitted by Onyx General Construction, LLC for said project; and

WHEREAS, the City Council finds the price proposed by Onyx General Construction, LLC, for said project to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to award a contract to Onyx General Construction, LLC, for said project and to appropriate necessary funds;

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

SECTION ONE. That the City Manager, or his designee, and the City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Onyx General Construction, LLC, in the amount of $6,266,014.00 for the Multi-Facility Rehabilitation Project at Midland International Air & Space Port. Said contract shall be on file in the office of the City Secretary, referenced by the number and date of this Resolution.

SECTION TWO. That the sum of $626,600.00 is hereby appropriated from the Airport Operating Fund (500) Unappropriated Fund Balance (35650) to the Multi-Facility Rehabilitation Project (900308).

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Onyx General Construction, LLC, pursuant to the terms of said contract from funds

available in the above-referenced project upon receipt of proper invoices or statements approved by the City Manager or his designee.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Justine Ruff, Director of Airports

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

City Council Meeting

Item Number: **10**

Meeting Date: **July 13, 2021**

To: **City Council / City Manager**

From: **Justine Ruff, Director**

Subject: **Motion authorizing the execution of a Terminal Lease Agreement with Midessa Telephone Systems, Inc., for the lease of certain office space located at the LaForce Office Center at Midland International Air & Space Port (DISTRICT 4) (AIRPORTS)**

Purpose:

Resolution authorizing the execution of Terminal Lease Agreement between the City of Midland, Texas and Midessa Telephone Systems, Inc. at the LaForce Office Center at Midland International Air & Space Port.

Recommended City Council Action:

Approve

Fiscal Impact:

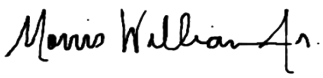
$28,907.64 per year/ $2,408.97 per month
Five (5) year lease with five (5) additional one-year terms

The appropriate Consumer Price Index (CPI) language is incorporated within the lease for annual rental adjustments.

Discussion:

Midessa Telephone Systems has occupied lease space in the LaForce Office Center since 1984. The current lease expired in 2018 and has since been operating in holdover status. In an effort to downsize, Midessa has requested to release 894 square feet from their previous lease.

The Airport Development Board voted unanimously in favor to recommend Council consider the execution of this agreement during their May 2021 meeting.



City Manager's Office

MIDLAND INTERNATIONAL AIRPORT
TERMINAL LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 13th day of July, 2021, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, ("*City*"), and MIDESSA TELEPHONE SYSTEMS, INC., a corporation organized and existing under and by virtue of the laws of the State of Texas ("*Lessee*");

WHEREAS, the City of Midland owns and operates the LaForce Office Complex located at the Midland International Airport (the "*Facility*"); and

WHEREAS, the parties have agreed that certain office space at the Facility shall be leased by the City to the Lessee upon terms and conditions as set forth herein:

ARTICLE I
GRANT OF LEASE

1.01 CONVEYANCE OF LEASED PREMISES

The City hereby leases to the Lessee and the Lessee does hereby accept and take TWO THOUSAND EIGHT HUNDRED AND ONE (2,801) square feet of space at the LaForce Office Complex in Midland, Texas (the "*Leased Premises*"), as shown on **Exhibit A** attached hereto and incorporated herein for all purposes.

1.02 ACCEPTANCE OF LEASED PREMISES

The Lessee agrees to accept the Leased Premises in its present condition at the commencement of the lease term, including all defects thereon, whether concealed or otherwise, and those known or unknown to the City. **BY ACCEPTING THE LEASE PREMISES IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION, THE LESSEE HEREBY RELEASES AND FOREVER DISCHARGES THE CITY AND ITS, EMPLOYEES, OFFICIALS, AND COUNCIL MEMBERS FROM ANY AND ALL DAMAGES OF EVERY KIND AND NATURE THAT MAY BE OCCASIONED BY A DEFECT ON THE LEASED PREMISES. THE OBLIGATIONS IMPOSED BY THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS LEASE.**

THE LESSEE AGREES AND ACKNOWLEDGES THAT THE LESSEE IS LEASING THE LEASED PREMISES "AS IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY, EXPRESS OR IMPLIED BEING MADE BY THE CITY THAT THE BUILDING IS FIT FOR A PARTICULAR PURPOSE. THE LESSEE ACKNOWLEDGES THAT THE LESSEE IS NOT RELYING UPON ANY REPRESENTATION MADE BY THE CITY WITH RESPECT TO THE

CONDITION OF THE BUILDING, BUT IS RELYING UPON THE LESSEE'S EXAMINATION OF THE BUILDING. THE LESSEE ALSO RECOGNIZES THAT THE LESSEE IS AGREEING TO LEASE THE BUILDING "AS IS," THAT THE LESSEE AGREES TO MAKE THE LESSEE'S OWN APPRAISAL OF THE BUILDING AND TO ACCEPT THE RISK THAT THE LESSEE MAY BE WRONG. THE CITY GIVES NO ASSURANCES, EXPRESS OR IMPLIED, CONCERNING THE VALUE OR CONDITION OF THE LEASED PREMISES. IN NO EVENT SHALL THE LESSEE HAVE A RIGHT TO RECOVER CONSEQUENTIAL DAMAGES. THEREFORE, THE LESSEE SHALL TAKE THE LEASED PREMISES UNDER THE EXPRESS UNDERSTANDING THE LEASED PREMISES ARE ACCEPTED "AS IS" AND WITH ALL FAULTS, EXCLUDING EXPRESS OR IMPLIED WARRANTIES.

1.03 LEASE TERM

This Lease shall commence on July 13, 2021, and remain in effect for a period of five (5) years (the "*Initial Term*"), unless terminated earlier pursuant to the provisions of this Lease. This Lease shall automatically renew at the end of the Initial Term for up to five (5) additional one-year terms (collectively, the "*Renewal Terms*"). The Initial Term and Renewal Terms (if any) are collectively referred to herein as the "*Lease Term.*"

1.04 HOLDOVER BY LESSEE

If the Lessee holds over or remains in possession of the Leased Premises after the termination of this Lease, such continuation beyond the date of termination, or the collection or acceptance of rent, fees and/or charges by the City, shall not be construed as a renewal or extension of this Lease, but shall be construed solely as creating a month-to-month tenancy and not for any other term whatsoever. During the term of such month-to-month tenancy, the Lessee shall pay to the City the fees and charges herein reserved, and each party shall be bound by and comply with all the relevant terms and provision of this Lease. The City may terminate said month-to-month tenancy by giving the Lessee at least thirty (30) days' written notice thereof.

ARTICLE II
RENT

2.01 AMOUNT OF RENT

The Lessee agrees to pay rent to the City for the use of the Leased Premises in the following amounts:

TWENTY-SEVEN THOUSAND NINE HUNDRED EIGHTY AND 04/100 DOLLARS ($27,980.04) per year during the Lease Term, payable in monthly installments of $2,331.67. Each monthly installment shall be due and payable in advance on or before the first (1st) day of each month during the Lease Term.

It is agreed and understood that provision must be made herein for an adjustment of rentals annually. Therefore, as of the date of this Lease, it is further agreed and understood that the Minimum Annual Rent shall be $27,980.04. The Minimum Annual Rent shall be increased only in the same proportion or percentage by which the cost of living is increased as reflected by the Consumer Price Index for All Items, as maintained by the United States Government's Department of Labor, Bureau of Labor Statistics for the Dallas/Fort Worth SMA; such increase being measured by comparison with such cost-of-living indices at the end of the immediately preceding 12-month period of this Lease, as compared with the indices at the commencement of the immediately preceding 12-month period of this Lease.

2.02 DELIVERY OF RENT

All rent payments shall be made to the Department of Airports, ATTN: Director of Airports, P. O. Box 60305, Midland, Texas 79711.

2.03 LATE RENT CHARGE

The Lessee agrees that in the event rent payments are not received by the City on or before the 15th day of the month for which such rent is due, amounts due and unpaid shall accrue interest at an annual rate of five percent (5%) or the maximum legal rate, whichever is lower. Payments due the City shall be received by the City only on normal business days. Payment by the Lessee and acceptance by the City of a delinquent charge shall not be construed as a waiver or forfeiture of any other rights or remedies of the City contained elsewhere in this Lease, or as provided by law.

For the purposes of this Section, the date payments are received by the City shall be the U.S. Postal Service cancellation date on the envelope transmitting the payment, or the date such payment is received by an authorized representative of the City if the payment is hand delivered. In the event of a dispute as to the amount to be paid, the City may accept without prejudice the sum tendered and, if a deficiency is determined, the foregoing delinquency charge shall apply only to such deficiency. The City may waive, for good cause, any delinquency charge upon written application of the Lessee.

ARTICLE III
MAINTENANCE, REPAIR AND RESTORATION OF LEASED PREMISES

3.01 MAINTENANCE OF LEASED PREMISES

The City shall furnish to the Lessee heat, water, gas air conditioning, weekday pick-up of small trash placed by Lessee in the common hallways, janitorial services in common areas, and 110 VAC electricity, but shall not be liable for any failures or interruptions in such service. All other utilities used or installed by the Lessee, including trash compactor and/or dumpster, if required by the Lessee, shall be furnished and installed at the Lessee's expense and for the Lessee's account. The Lessee shall maintain the Leased Premises, all other areas leased to the Lessee for its exclusive use, and all the furnishings and equipment included therein in a clean, neat and sanitary condition. The Lessee shall further maintain, repair and replace all or any part of the improvements on the Leased Premises, including, without limitation, the walls, partitions, lighting, floors, ceilings, columns, windows, doors, glass of every kind, fixtures, and all plumbing fixtures, any of which may be damaged or destroyed by use, the elements, wear, weather, deterioration or the acts of omissions of the Lessee, its sublessees, employees, agents, representatives, contractors, customers, guests or invitees. The Lessee is responsible for, and shall perform at its' own cost, all such on-premise repairs and replacements. The amount and extent of the maintenance or repairs to be made by the City are in the City's sole discretion.

3.02 HEATING AND COOLING SYSTEMS

Routine maintenance and major replacement on these systems will be the responsibility of the City. If the systems are destroyed or damaged by negligent use or acts of omission by the Lessee, its sublessees, employees, agents, representatives, contractors, customers, guests or invitees, the Lessee is responsible for, and shall perform at its own cost, all such repairs and replacements.

3.03 DAMAGE TO LEASED PREMISES

A. SUBSTANTIAL DAMAGE OR TOTAL DESTRUCTION

If the Leased Premises or any building or buildings located on the Leased Premises are destroyed or substantially damaged by fire or any other cause, the City or the Lessee shall have the right to terminate this Lease effective as of the date of such damage, without liability to either party.

B. PARTIAL DAMAGE (USABLE)

If any part of the building or buildings on the Leased Premises are partially damaged by fire or other cause so as to require repair, but remain usable for the purposes permitted by this Lease, then the City may repair any such damage without cost to the Lessee. The Lessee shall remain obligated to pay rent and comply with all other provisions of this Lease. The decision on whether to repair and the amount and extent of the repairs are in the sole discretion of the City.

ARTICLE IV
NO SUBLEASING OR ASSIGNMENT

The Lessee shall not sublease or assign, or attempt to sublease or assign, any portion of this Lease or the Leased Premises, and any such sublease or assignment is void at inception.

ARTICLE V
GENERAL PROVISIONS

5.01 **RELEASE**

NOTWITHSTANDING ANY OTHER PROVISIONS, THE LESSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES THE CITY, THE CITY'S EMPLOYEES, OFFICERS, AND COUNCIL MEMBERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT THE LESSEE 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. THIS RELEASE PROVISION SHALL SURVIVE THE TERMINATION OF THIS LEASE.

5.02 **INDEMNITY**

THE LESSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY AND ALL OF THE CITY'S OFFICERS, COUNCIL MEMBERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF THE LESSEE, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM, THE LESSEE'S USE OF, OR ACTIVITIES ON, THE LEASE PREMISES AND THE LESSEE SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS THAT MAY BE OBTAINED AGAINST THE CITY OR ANY OF ITS OFFICERS, COUNCIL MEMBERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

THE LESSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY AND ALL OF THE CITY'S OFFICERS, COUNCIL MEMBERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS,

DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATHS, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PESONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF THE CITY, ITS OFFICERS, COUNCIL MEMBERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROCIMATE CAUSE JOINTLY AND CONCURRENTLY WITH THE LESSEE OR THE LESSEE'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LEASE AND THE LESSEE SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE CITY OR ANY OF ITS OFFICERS, COUNCIL MEMBERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS LEASE.

5.03 **ATTORNEY'S FEES**

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

THE LESSEE AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A

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

THE LESSEE AND THE CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LEASE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS LEASE.

5.04 INDEPENDENT CONTRACTOR

It is expressly understood and agreed that the Lessee shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City; that the Lessee shall have 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 the City and the Lessee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between the City and the Lessee. No person performing any of the work and services described hereunder by the Lessee shall be considered an officer, agent, servant or employee of the City. Further, it is specifically understood and agreed that nothing in this Lease is intended or shall be construed as creating a "Community or Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. The Lessee shall be an independent contractor under this Lease and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder and any provisions in this Lease that may appear to give the City the right to direct the Lessee as to details of doing the work herein covered or to exercise a measure of control over the work shall be deemed to mean that the Lessee shall follow the desires of the City in the results of the work only. The City does not have the power to direct the order in which the work is done. The City shall not have the right to control the means, methods or details of the Lessee's work. The Lessee shall assume exclusive responsibility for the work. The Lessee is entirely free to do the work in its own way.

5.05 THIRD-PARTY BENEFICIARY

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

5.06 TERMINATION AT WILL

The City may terminate this Lease at will for no or any reason upon giving at least ninety (90) days' written notice to the Lessee. The parties understand and agree that it is in the City's sole discretion and absolute to terminate this Lease during the Lease Term without penalty to the City. The Lessee has no expectation and has received no guarantees that this Lease will not be terminated before the end of the Lease Term. The parties have bargained for the flexibility of terminating this Lease upon tender of the requisite notice at any time during the Lease Term. All work and services under the Lease shall be suspended upon termination of Lease becoming effective.

5.07 INSURANCE REQUIREMENTS

The Lessee shall at all times during the Lease Term 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
Worker's Compensation:	Statutory limits

The Commercial General Liability shall be on a per policy aggregate, including completed operations, and shall be on an occurrence basis.

The Business Automobile Liability insurance provided by the Lessee 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 $250,000.00 covering any vehicle used for the execution of the work that is the subject of this Lease.

The Workers' Compensation coverage provided by the Lessee shall inure to the benefit of employees injured during the course and scope of their employment by Lessee pursuant to this Lease.

All insurance required pursuant to this Lease shall provide for a waiver of subrogation in favor of the City. All insurance required pursuant to this Lease, except for Worker's Compensation Insurance, shall name the City as an additional insured on a claims-occurred basis. The Lessee shall cause its insurance provider to submit a written notice to the City not later than thirty (30) days prior to any reduction or termination of such coverage.

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

The Lessee certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code.

5.08 INSURANCE NOT LIMITATION ON INDEMNITY

The amount or amounts of all required policies shall not be deemed a limitation of the Lessee's obligation to indemnify and hold harmless the City, its officers, Council members, agents, and employees in the event the Lessee or the City, its officers or employees shall become liable in an amount in excess of the amount or amounts of such policies.

5.09 CITY'S RIGHT TO PURCHASE INSURANCE

If the insurance policies prescribed by Section 5.07 shall lapse, the City reserves the right to obtain such insurance at the Lessee's expense. Upon demand from the City, the Lessee shall reimburse the City for the full amount of the premium paid on the Lessee's behalf or, at the City's option, such amounts shall be added as amounts due to the City as rent.

5.10 GOVERNING LAW AND VENUE

This Lease shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Lease 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 Lease or the performance of this Lease shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Lease shall be deemed to have occurred in Midland County, Texas.

5.11 NOTICES

Any notice or other communication required or permitted to be given, rendered or made by either party to the other, pursuant to this Lease or pursuant to any applicable law or requirement of public authority, shall be in writing (whether or not so stated elsewhere in this Lease) and shall be deemed to have been properly given, rendered or made, if and when sent by Certified Mail, Return Receipt Requested, addressed to the Director of Airports of the City of Midland at his/her office at **P.O. Box 60305, Midland, Texas 79711** and to the Lessee at **P.O. Box 60688, Midland, Texas 79711**. Either the City or the Lessee may, by notice as aforesaid designate a different address or addresses for notices or other communications.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in multiple, by their fully authorized officers, and their respective seals to be hereunto affixed on this _____ day of _____, 2021.

CITY OF MIDLAND, TEXAS

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy Turner, City Secretary

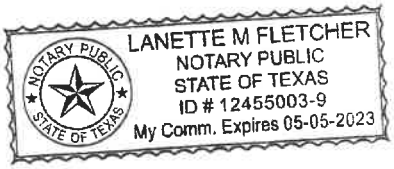
MIDESSA TELEPHONE SYSTEMS, INC.

Linda Scott
_____
Linda Scott, President

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared Linda Scott, President, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument and acknowledged that he executed and delivered the instrument for the purposes and consideration therein expressed on behalf of MIDESSA TELEPHONE SYSTEMS, INC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of June, 2021.



Lanette M Fletcher
Notary Public in and for the State of Texas

My Commission Expires: 5-5-2023

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MIDESSA
TELEPHONE SYSTEMS INC
MIDESSA
BORDER PATROL
COMMON
VACANT
TOTAL
SQ. FOOTAGE
2894
4019
183
894
7096
U.S. BORDER PATROL

City Council Meeting

Item Number: 11

Meeting Date: July 13, 2021

To: City Council / City Manager

From: Justine Ruff, Director

Subject: Motion authorizing the Mayor and City Attorney to execute a grant agreement for the Federal Aviation Administration American Rescue Plan Act 2021 Grant (DISTRICT 4) (AIRPORTS)

Purpose:

Resolution authorizing the Mayor and City Attorney to execute the American Rescue Plan Act 2021 (ARPA) Grant from the Federal Aviation Administration (FAA) upon receipt.

Recommended City Council Action:

Approve

Fiscal Impact:

Estimated Grant Proceeds: $6,918,043.00

Discussion:

In anticipation of the receipt of the American Rescue Plan Act 2021 (ARPA) Grant in the estimated amount of $6,918,043.00, the Department of Airports is requesting City Council's approval to allow the Mayor and the City Attorney to execute this grant agreement upon receipt. These grant proceeds can be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens and debt service at Midland International Air & Space Port. The Federal Aviation Administration will administer this grant under the new Airport Rescue Grant Program (ARGP).

Morris Williams Jr.

City Manager's Office

City Council Meeting

Item Number: 12

Meeting Date: July 13, 2021

To: City Council / City Manager

From: Justine Ruff, Director

Subject: Motion authorizing the Mayor and City Attorney to execute a grant agreement for the Federal Aviation Administration American Rescue Plan Act 2021 Concession Relief Grant (DISTRICT 4) (AIRPORTS)

Purpose:

Resolution authorizing the Mayor and City Attorney to execute the American Rescue Plan Act 2021 (ARPA) Concession Relief Grant from the Federal Aviation Administration (FAA) upon receipt.

Recommended City Council Action:

Approve

Fiscal Impact:

Estimated Grant Proceeds: $576,026.00

Discussion:

In anticipation of the receipt of the American Rescue Plan Act 2021 (ARPA) Concession Relief Grant in the estimated amount of $576,026.00, the Department of Airports is requesting City Council's approval to allow the Mayor and the City Attorney to execute this grant agreement upon receipt. This funding is to provide relief from rent and minimum annual guarantees to in-terminal concessions at Midland International Air & Space Port. The Federal Aviation Administration will administer this grant under the new Airport Rescue Grant Program (ARGP).

Morris Williams Jr.

City Manager's Office

City Council Meeting

Item Number: 13

Meeting Date: July 13, 2021

To: City Council / City Manager

From: Isaac Garnett, Manager, Community Development

Subject: RESOLUTION AUTHORIZING THE ADOPTION OF THE CITY OF MIDLAND'S 2021-2022 ACTION PLAN TO THE CONSOLIDATED PLAN FOR COMMUNITY DEVELOPMENT AND HOUSING FUNDS FOR THE CITY'S FISCAL YEARS 2020-2024; THE CONSOLIDATED PLAN HAVING BEEN APPROVED BY RESOLUTION NUMBER 2020-127; AND AUTHORIZING THE EXECUTION OF AN APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS (DISTRICT: ALL) (DEVELOPMENT SERVICES)

Purpose:

RESOLUTION AUTHORIZING THE ADOPTION OF THE CITY OF MIDLAND'S 2021-2022 SECOND YEAR ACTION PLAN TO THE CONSOLIDATED PLAN FOR COMMUNITY DEVELOPMENT AND HOUSING FUNDS FOR THE CITY'S FISCAL YEARS 2020-2024 AND AUTHORIZING THE EXECUTION OF AN APPLICATION FOR COMMUNITY DEVELOPMENTBLOCK GRANT FUNDS.

Recommended City Council Action:

Approve

Fiscal Impact:

No fiscal Impact on the city budget.

Discussion:

The sole funding source is the City's 2021/2022 Community Development Block Grant (CDBG) program entitlement allocation of $1,003,648, and $184,031 in prior years entitlement allocations. Additionally, the City expects to receive $80,000 in program totaling $1,267,679. Priority housing needs to be addressed are those of owner households in the 0% to 80% of

median income range, and renter households in the 31% to 80% of median income range who will be making home purchases. The City will also address public services (senior citizens) and other park improvements.

Morris William Jr.

City Manager's Office

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The CDBG Second Year Annual Action Plan establishes Midland's strategy for investment of its U.S. Department of Housing and Urban Development (HUD) resources and other resources linked to activities directed at the community development, housing and homeless service's needs. The goal of the Second Annual Action Plan is to develop viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities principally for low- and moderate-income persons. The City of Midland has only applied for and received the Community Development Block Grant (CDBG) program.

The Second Annual Action Plan covers the period, beginning October 1, 2021 and ending September 30, 2022.

The sole funding source is the City's 2021/2022 Community Development Block Grant (CDBG) program entitlement allocation of $1,003,648, and $184,031 in prior years entitlement allocations. Additionally, the City expects to receive $80,000 in program totaling $1,267,679. Priority housing needs to be addressed are those of owner households in the 0% to 80% of median income range, and renter households in the 31% to 80% of median income range who will be making home purchases. The City will also address public services (senior citizens) and other park improvement.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

-40 minor repairs on homes occupied by low-income homeowners

-Assist 15 low-income first-time homebuyers with home purchases

-Casas de Amigos of Midland-SE Senior Center meals program (330 persons)

-Casa de Amigos-home cleaning program for seniors (60 persons)

-CDBG-Administration cost

-N. Baird Street to E. Wilcott Infrastructure Improvements

-Vision 2000 Affordable Housing Development

-MLK/Parks Improvement Program

-Midland Mission Adult Day Center-Take Home Terrific meals grogram (60 persons)

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City of Midland is still recovering from the COVID Health crisis 80% all the public service activities have been completed. These activities include providing health safety and general public services elderly persons, and persons with disabilities. The Single-Family Home Repair Program achieved 99% of its 2021-2022 Action Plan goals and the Single Family Homebuyer Assistance Program achieved 99% of its 2021-2022 Action Plan goals; additionally, other activities will meet or be very close to the goals by the end of the Action Plan period in October 2021. The CDBG office will work to carry out the remainder of the 2021-2022 Action Plan goals listed in the prior year plan.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The CDBG office adhered to its CDBG Citizen Participation Plan. Specifically, publicity for scheduled meetings and events was made, a citizen survey was conducted to arrive at recommended priorities and goals, and the Midland City Council held two public hearings. Efforts were made to include as many sub-populations/groups and/or advocate groups for them in the process.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

the CDBG office surveyed 150 persons and 58 were returned with feedback expressing a need for more public Senior Health, Homeless Facilities, Street Improvements, Affordable Housing and Mowing Unsightly properties.

6. Summary of comments or views not accepted and the reasons for not accepting them

CDBG Office considered all comments and views and did not reject any responses specifically.

7. Summary

During the program year of 2021/2022, CDBG will build upon experience striving to meet the new strategic goals set in this Action Plan. CDBG will continue to focus on using data plan community programs and gathering feedback from various citizen and stakeholder groups. CDBG continues to make great strides in addressing the community's needs as they evolve over time. This document has been developed to satisfy the Consolidated Planning requirements of HUD. Goals are principally those that can be funded, assuming availability of funds, by the CDBG program or that can be administratively supported by City staff and/or the Midland City Council. The Plan consists of a need's assessment, and the Second Year Annual Action Plan. Lead-based paint concerns, barriers to affordable housing, the citizen participation process and an anti-poverty strategy are also discussed.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	MIDLAND	Community Development Division

Table 1 – Responsible Agencies

Narrative (optional)

The lead agency for overseeing the development of the Action Plan is the City of Midland's Department of Development Services through its Community Development Division or CDBG Office. Major public and private agencies responsible for administering programs covered by the Annual Action Plan are the City of Midland, local housing authorities and numerous housing and social service non-profits.

Consolidated Plan Public Contact Information

Community Development Manager

City of Midland

300 N Loraine, Suite 410

P.O. Box 1152

Midland, Texas 79702

432-685-7408

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

The priority needs were presented to the public throughout the City, where citizens were given the chance to prioritize the needs they believed should be addressed throughout the next years. In addition to this, a survey was conducted allowing citizens an additional method of ranking the potential needs. There was concerted effort to reach out to diverse populations including outreach to minorities, non-English speaking persons, persons with disabilities, and special needs populations.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Residents of Public and Assisted Housing	Two public hearings were held to gather input and direct uses of CDBG funding for the 2021/2022 program year.	comments were in line with project recommendation and developments.	None	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Newspaper Ad	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Residents of Public and Assisted Housing				
3	Internet Outreach	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	No comments were received by email to the CDBG offices	NA	All comments are accepted if presented to the CDBG Offices.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,003,648	80,000	184,031	1,267,679	3,881,000	

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Essential service projects will concentrate efforts to address the needs of families, children and youth in high-risk populations consistent with the

identified priority needs. Use of CDBG funds will leverage other nonprofit resources and private foundation funds to assist low-income households.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Midland has tracts of land and abandoned properties that is being evaluated to recover and make available for small housing developers. The program may become active during the five-year term of the ConPlan.

Discussion

Estimates were calculated using the confirmed funding to be received during the second year of the Action Plan plus expected program income.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Affordable Homebuyers Housing Assistance	2021	2022	Affordable Housing	BRADFORD PARK/2004 TARGET AREA SPARKS PARK Low- and Moderate-Income Census Tracts Greenwood Development Addition Ratliff Park 2017 Southern Addition	Affordable Homeowner Housing Assistance	CDBG: $150,000	Direct Financial Assistance to Homebuyers: 15 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	Public Services	2021	2022	Senior Services	BRADFORD PARK/2004 TARGET AREA SPARKS PARK Low- and Moderate-Income Census Tracts Greenwood Development Addition Ratliff Park 2017 Southern Addition	Public Service	CDBG: $109,000	Public service activities other than Low/Moderate Income Housing Benefit: 430 Persons Assisted Jobs created/retained: 4 Jobs
3	Housing Minor Repairs	2021	2022	Minor Housing Repairs	BRADFORD PARK/2004 TARGET AREA SPARKS PARK Low- and Moderate-Income Census Tracts Greenwood Development Addition Ratliff Park 2017 Southern Addition	Homeowner Repairs Improvements	CDBG: $200,000	Homeowner Housing Rehabilitated: 40 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Affordable Housing Development	2021	2022	Affordable Housing	Greenwood Development Addition		CDBG: $150,000	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 8 Households Assisted
5	MLK Center/ Parks & Rec Multiple Programs	2021	2022	Non-Housing Community Development			CDBG: $122,500	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1500 Persons Assisted
6	Administration Cost	2021	2022	Two staff			CDBG: $200,000	Jobs created/retained: 2 Jobs

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Affordable Homebuyers Housing Assistance
	Goal Description	Direct Financial Assistance to Homebuyers: 15 Households Assisted
2	**Goal Name**	Public Services
	Goal Description	Public service activities other than Low/Moderate Income Housing Benefit: 430 Persons Assisted

3	**Goal Name**	Housing Minor Repairs
	Goal Description	Homeowner Housing Rehabilitated: 40 Household Housing Unit
4	**Goal Name**	Affordable Housing Development
	Goal Description	Vision 2000 Project development will provide eight affordable housing units in a low-moderate income census tract community of Greenwood Addition.
5	**Goal Name**	MLK Center/ Parks & Rec Multiple Programs
	Goal Description	City of Midland MLK Center and Parks & Rec Multi Program will provide upgrades to MLK center windows, replace scoreboard, safety lighting in Sparks Park, Dunagun Park and Ratliff Park.
6	**Goal Name**	Administration Cost
	Goal Description	personnel cost

Projects

AP-35 Projects – 91.220(d)

Introduction

Projects

#	Project Name
1	Owner Housing Minor Repair Program
2	Homebuyer Assistance Program
3	SE Senior Center Nutrition Program
4	Home Cleaning Program
5	Take Home Terrific Program
6	N. Baird Street to E. Wilcott Ave.
7	City of Midland Parks and Recreation Division
8	Cloverdale Housing Infrastructure Project
9	Administrative Personnel

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Owner Housing Minor Repair Program
	Target Area	BRADFORD PARK/2004 TARGET AREA SPARKS PARK Low- and Moderate-Income Census Tracts Greenwood Development Addition Ratliff Park 2017 Southern Addition
	Goals Supported	Housing Minor Repairs
	Needs Addressed	Homeowner Repairs Improvements
	Funding	CDBG: $200,000
	Description	The City's Community Development (CD) Office proposes to continue the Minor Repair Program (MRP) of the Owner-Occupied Housing Assistance Program (OHAP).
	Target Date	9/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	40 homeowners can be assisted during the 2021-2022 program year. Community Development Office staff conducts the OHAP for low-moderate income families.
	Location Description	Low-moderate income census tracts.
	Planned Activities	The MRP provides grant assistance for certain repair items; however, the homeowner pays, in advance, a portion of the cost. Up to $5,000 assistance can be provided to a household during the year.
2	**Project Name**	Homebuyer Assistance Program
	Target Area	BRADFORD PARK/2004 TARGET AREA SPARKS PARK Low- and Moderate-Income Census Tracts Greenwood Development Addition Ratliff Park 2017 Southern Addition
	Goals Supported	Affordable Homebuyers Housing Assistance
	Needs Addressed	Affordable Homeowner Housing Assistance
	Funding	CDBG: $150,000

	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.
	Target Date	9/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	The requested funds could assist 15 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.
	Location Description	The program will be administered by the CDBG office for Low-moderate income families in target area census tracts.
	Planned Activities	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.
3	**Project Name**	SE Senior Center Nutrition Program
	Target Area	City of Midland Low- and Moderate-Income Census Tracts Greenwood Development Addition
	Goals Supported	Public Services
	Needs Addressed	
	Funding	CDBG: $32,000
	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).
	Target Date	9/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 262 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.
	Location Description	Southeast Senior Citizen Center (1803 E Indiana) and at the Casa de Amigos (1101 E Garden Lane).
	Planned Activities	

4	**Project Name**	Home Cleaning Program
	Target Area	BRADFORD PARK/2004 TARGET AREA SPARKS PARK Low- and Moderate-Income Census Tracts Greenwood Development Addition Ratliff Park 2017 Southern Addition
	Goals Supported	Public Services
	Needs Addressed	Public Service
	Funding	CDBG: $45,000
	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.
	Target Date	9/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	The program's objective is to maintain safe and sanitary living conditions for indigent senior citizens (60+ years of age) and disabled individuals. Services include an initial deep cleaning and subsequent routine weekly cleaning. It is expected that 120 clients will be assisted during the year.
	Location Description	It is expected that 120 clients will be assisted during the year in low-moderate income census tracts.
	Planned Activities	Services include an initial deep cleaning and subsequent routine weekly cleaning.
5	**Project Name**	Take Home Terrific Program
	Target Area	BRADFORD PARK/2004 TARGET AREA SPARKS PARK Low- and Moderate-Income Census Tracts Greenwood Development Addition Ratliff Park 2017 Southern Addition
	Goals Supported	Public Services
	Needs Addressed	Public Service
	Funding	CDBG: $32,000

	Description	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.
	Target Date	9/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	It is expected that 50 clients will be assisted during the year.
	Location Description	The 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 and in low-income census tracts.
	Planned Activities	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 50 clients will be assisted during the year.
6	**Project Name**	N. Baird Street to E. Wilcott Ave.
	Target Area	Low- and Moderate-Income Census Tracts Southern Addition
	Goals Supported	Affordable Housing Development
	Needs Addressed	Affordable Housing Development
	Funding	CDBG: $336,179
	Description	The Installation of new street paving of various blocks of S. Baird street to E. Wilcott Ave. pavement, sidewalks, curb & gutter, curb ramps.
	Target Date	9/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	The CDBG office estimates the infrastructure improvements will create an environment for small housing developers interest.
	Location Description	low-income community census tracts.
	Planned Activities	The Installation of new street paving of various blocks of S. Baird street to E. Wilcott Ave. pavement, sidewalks, curb & gutter, curb ramps.
7	**Project Name**	City of Midland Parks and Recreation Division

	Target Area	SPARKS PARK Low- and Moderate-Income Census Tracts Ratliff Park 2017 MLK Southern Addition
	Goals Supported	MLK Center/ Parks & Rec Multiple Programs
	Needs Addressed	Expand & Improve Public Infrastructure
	Funding	CDBG: $122,500
	Description	Removal of Glass Garage Windows in Gym (MLK), replace scoreboard in Gym (MLK), safety lighting/fencing at Sparks Park, Dunagun and Ratliff Park:
	Target Date	9/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Develop public facilities where 500 youth programming, senior and other community services including affordable activities can be made available.
	Location Description	Martin Luther King Community Center and parks systems.
	Planned Activities	Removal of Glass Garage Windows in Gym (MLK), replace scoreboard in Gym (MLK), safety lighting/fencing at Sparks Park, Dunagun and Ratliff Park: Installation would be completed by City of Midland Parks Construction crew and vendor contractors.
8	**Project Name**	Cloverdale Housing Infrastructure Project
	Target Area	Greenwood Development Addition
	Goals Supported	Affordable Housing Development
	Needs Addressed	Affordable Housing Development
	Funding	CDBG: $150,000
	Description	Cloverdale Project development plans would provide eight affordable housing units located on the corner of Webster and Cloverdale Rd. 0 Lots 4,5,6 and 7 addition Greenwood.
	Target Date	9/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	The objective of the project is to help revitalize South Midland by providing decent and affordable housing within the Greenwood addition of Midland.

	Location Description	Cloverdale Project development plans would provide eight affordable housing units located on the corner of Webster and Cloverdale Rd. 0 Lots 4,5,6 and 7 addition Greenwood.
	Planned Activities	New construction housing needed for a L/M income household.
9	**Project Name**	Administrative Personnel
	Target Area	City of Midland
	Goals Supported	Administration Cost
	Needs Addressed	
	Funding	CDBG: $200,000
	Description	Requested to cover CDBG personnel employment cost for the 2021/2022 program year.
	Target Date	9/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	NA
	Location Description	300 N. Loraine
	Planned Activities	The Community Development Block Grant administration fund may be used to prevent, prepare for, and respond to the call by city leadership to reduce departmental and divisional budget reductions of 10% for the new fiscal year.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

In the development of the Action Plan, three specific target areas were defined and approved beyond the City-Wide target area. These areas all suffer with high levels of poverty and unemployment, and all are occupied by LMI census tracts.

Geographic Distribution

Target Area	Percentage of Funds
BRADFORD PARK/2004 TARGET AREA	
SPARKS PARK	5
City of Midland	
Low- and Moderate-Income Census Tracts	33
Greenwood Development Addition	
Ratliff Park 2017	5
MLK	7
Southern Addition	50

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City elects to focus activity in the areas of high concentration of poverty, unemployment and basic needs. As well as areas where other city funds and private investments are anticipated as a basis for allocating investments geographically with the jurisdiction.

Discussion

The City's rationale for its geographic distribution of CDBG funds is based on compliance with the CDBG Primary Objective - the development of viable urban communities, by providing decent housing, a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City's CDBG program for 2021-2022 will result in affordable housing through its homebuyer assistance program and affordable housing repair programs (AHRP).

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	28
Special-Needs	0
Total	28

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	8
Rehab of Existing Units	40
Acquisition of Existing Units	0
Total	48

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

None

AP-60 Public Housing – 91.220(h)

Introduction

The only public housing project in Midland is for the elderly and is in good condition but was built in 1976 yet we are working with partner to increase the number of units to match our growing population.

Actions planned during the next year to address the needs to public housing

See above.t

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The CDBG office is working the Housing Authority to encourage more involvement with residents at the commission level.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The PHA is not designated as troubled.

Discussion

NA

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City does not receive any funds to carryout homeless programs. Therefore, the City relies on other organizations to pursue funds to serve homeless needs. For the 2020/2021 program, the City does not anticipate using CDBG funds that will directly support programs that serve the homeless. Being an active partner in the Midland Homeless Coalition, and the Midland Affordable Housing Alliance, the City aims to work toward addressing gaps within the Midland continuum of care for the homeless and eliminating chronic.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Midland does not receive an ESG allocation.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City shall continue to participate in the Midland Homeless Coalition and support individual efforts of agencies comprising the Coalition.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

See above.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

It is anticipated that the public service programs supported by CDBG will aid low-income individuals and

families avoid becoming homeless by providing meals to them.

Discussion

NA

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Affordable housing and public and private residential investments are key components in furthering fair housing in any community. The primary tool communities have for identifying contributing factors for these barriers to housing is an assessment of fair housing and fair housing choice.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City shall strive to use City resources for street improvements, primarily in Midland's south and east sides. Continuation of CDBG funding for the housing improvement program contributes toward this objective. These actions also have the effect of fostering and maintaining affordable housing this office will work with other departments to leverage funding to improve working class communities.

Discussion:

NA

AP-85 Other Actions – 91.220(k)

Introduction:

The following actions will be pursued by the City towards meeting Consolidated Plan regulations on other actions.

Actions planned to address obstacles to meeting underserved needs

The City shall encourage and assist, as appropriate, other private and/or public entities to use funds for programs designed for the underserved.

Actions planned to foster and maintain affordable housing

The City shall also strive to reduce or waive certain development and building fees for affordable housing projects and use local funds to pay for public improvements and the disposal of site clearance debris on affordable housing sites. Services such as platting, and surveying aspects can also be considered for non-profit developers.

Actions planned to reduce lead-based paint hazards

The City will implement its CDBG-aided activities consistent with the lead-based paint hazard reduction objective.

Actions planned to reduce the number of poverty-level families

The City will continue its overall anti-poverty strategy that revolves around economic development– using the economic development sales tax to create jobs for Midland.

Actions planned to develop institutional structure

The City will continue to support activity by the various providers and encourage them to seek other funding sources to enhance the service delivery system in Midland. City staff and/or elected officials will continue to be involved in housing and homeless concerns that seek to improve service delivery.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to cooperate with private housing providers and social service agencies, including participation in MAHA and the Homeless Coalition. The long-standing, good working relationship with both PHAs will be continued. The City will continue to accommodate the PHAs in their planning requirements.

Discussion:

NA

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

This section provides details on program specific requirements on the Community Development Block Grant that the City will receive.

Only the 2021-2022 Program year with CDBG Entitlement Grant # B-21-MC-48-0023 and program income to be received during the year is covered by this Action Plan.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ADOPTION OF THE CITY OF MIDLAND'S 2021-2022 ACTION PLAN TO THE CONSOLIDATED PLAN FOR COMMUNITY DEVELOPMENT AND HOUSING FUNDS FOR THE CITY'S FISCAL YEARS 2020-2024; THE CONSOLIDATED PLAN HAVING BEEN APPROVED BY RESOLUTION NUMBER 2020-127; AND AUTHORIZING THE EXECUTION OF AN APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

WHEREAS, the Department of Housing and Urban Development requires the recipients of Community Development Block Grant Funds to prepare a yearly action plan to the Consolidated Plan for Community Development and Housing Funds for the City's fiscal years 2020-2024; and

WHEREAS, the City Council of the City of Midland, Texas, finds it to be in the public interest to adopt the 2021-2022 Action Plan; and

WHEREAS, the City Council finds it to be in the public interest for the City to apply to the United States Department of Housing and Urban Development for Community Development Block Grant Funds for the fiscal year 2021-2022;

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

SECTION ONE. That the document which is on file with the City Secretary's office referenced by the number and date of this resolution is hereby approved and adopted as the City of Midland 2021-2022 Action Plan to the City of Midland Consolidated Plan for Community Development and Housing Funds for the City's fiscal years 2020-2024.

SECTION TWO. That the Mayor is hereby authorized and directed to execute on behalf of the City of Midland an application, No. B-21-MC-48-0023, to the United States Department of Housing and Urban Development for Community Development Block Grant Funds in the amount of $1,003,648.00 for fiscal year 2021-2022, by GSA Standard Form 424 with budgetary attachments, copies of which are attached hereto and are incorporated within

the City of Midland 2021-2022 Action Plan and made a part hereof for all legal purposes.

SECTION THREE. That an estimated amount of $80,000.00 in program income will be received for program year 2021-2022 which will be used by the program that generated the income.

SECTION FOUR. That $184,031.00 from prior years' funding will be applied to the 2021-2022 fiscal year.

SECTION FIVE. That the City will receive $1,003,648.00 in Community Development Block Grant Entitlement Grant Funds for the 2021-2022 program, an estimated amount of $80,000.00 in program income will be received for program year 2021-2022 which will be used by the program that generates the income, and $184,031.00 from prior years funding, thus resulting in a total of $1,267,679.00 in Community Development Block Grant funds that will be available in 2021-2022.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Isaac Garnett, Community Development
Administrator

_____
Christy Weakland, Interim Director of Finance

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

City Council Meeting

Item Number: 14

Meeting Date: July 13, 2021

To: City Council / City Manager

From: Matt Carr, City Engineer

Subject: **RESOLUTION AUTHORIZING THE CITY MANAGER TO ACQUIRE, ON BEHALF OF THE CITY OF MIDLAND, ANY REAL PROPERTY INTERESTS NECESSARY OR APPROPRIATE, BY ANY INSTRUMENTS OF CONVEYANCE NECESSARY OR APPROPRIATE, FOR THE USE AND BENEFIT OF THE PUBLIC FOR STREET, ROAD, PEDESTRIAN ACCESS, DRAINAGE, AND PUBLIC UTILITY PURPOSES, AND FOR ANY OTHER ANCILLARY PUBLIC USE AS IS USUAL AND CUSTOMARY IN CONNECTION THEREWITH IN THE PORTION OF THE CITY THAT IS NORTH OF INTERSTATE 20, EAST OF MIDKIFF ROAD, SOUTH OF FRANCIS AVENUE, AND WEST OF RANKIN HIGHWAY; AUTHORIZING THE CITY MANAGER TO OBTAIN APPRAISALS, NEGOTIATE, EXECUTE, AND FILE ALL DOCUMENTS NECESSARY TO ACQUIRE SAID REAL PROPERTY INTERESTS, PURCHASE TITLE INSURANCE POLICIES, AND HOLD THE CLOSINGS FOR SAID ACQUISITIONS; AUTHORIZING PAYMENT FOR SAID APPRAISALS, TITLE INSURANCE POLICIES, AND CLOSING COSTS; AND ORDERING THE CITY SECRETARY TO RECORD, OR ENSURE THAT THE TITLE COMPANY RECORDS, ALL INSTRUMENTS OF CONVEYANCE (DISTRICT 2) (ENGINEERING SERVICES)**

Purpose:

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

the City Secretary to record, or ensure that the title company records, all instruments of conveyance.

Recommended City Council Action:

Approval

Fiscal Impact:

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

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

Discussion:

The City of Midland needs a parallel road to IH 20 to provide circulation of traffic movement north of IH 20. This proposed road, refer to as a **Backage Road**, would complement the IH 20 Frontage Road upon the future conversion to one-way operation by TxDOT.

The proposed draft alignment has been planned/engineered and staff requests authority from City Council to negotiate and acquire ROW from landowners within the City Limits. City staff has been working in coordination with County and TxDOT staff during the development of the proposed roadway. This coordination was appropriate because part of the Backage Road extends into the County and connects to existing State Highways.

The general Backage Road alignment is shown on both the 2020 Thoroughfare Plan and the Tall City Tomorrow Comprehensive Plan. Parcels for acquisition have been identified and staff are prepared to begin the negotiations for the needed ROW upon approval of the resolution from the City Council.

Staff supports accepting this resolution. Attached is a location map showing the proposed Right-of-Way for acquisition.

Morris Williams Jr.

City Manager's Office

RESOLUTION NO. _____

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

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

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

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

SECTION ONE. That the City Manager is hereby authorized and directed to acquire,

on behalf of the City of Midland, any real property interests necessary or appropriate, by any instruments of conveyance necessary or appropriate, for the use and benefit of the public for street, road, pedestrian access, drainage, and public utility purposes, and for any other ancillary public use as is usual and customary in connection therewith in the portion of the City that is north of Interstate 20, east of Midkiff Road, south of Francis Avenue, and west of Rankin Highway, said portion being shown in Exhibit "A", which is attached hereto and incorporated herein. The "Proposed Alignment" shown in Exhibit "A" is for illustrative purposes only.

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

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

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

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

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

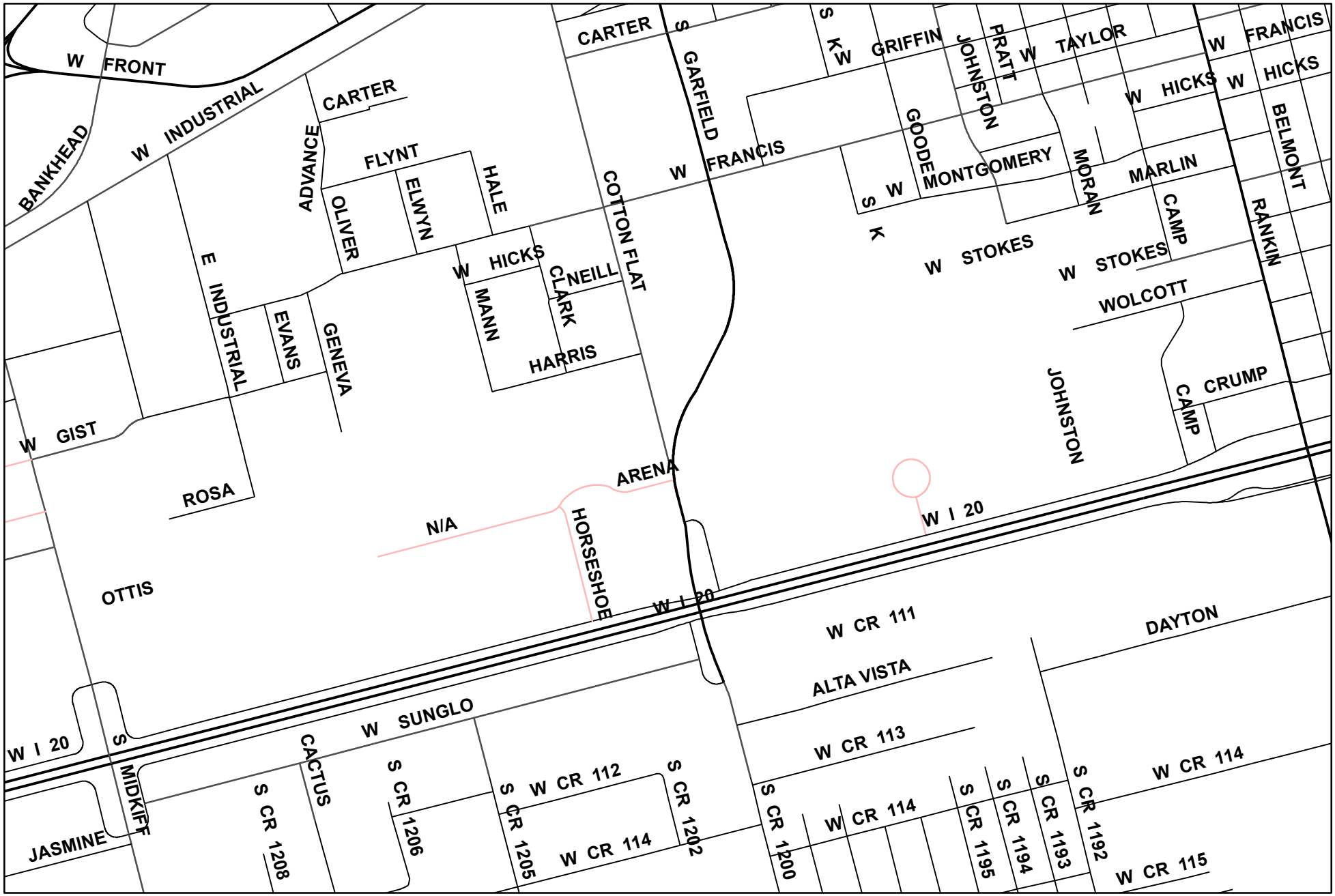
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"



Location Map

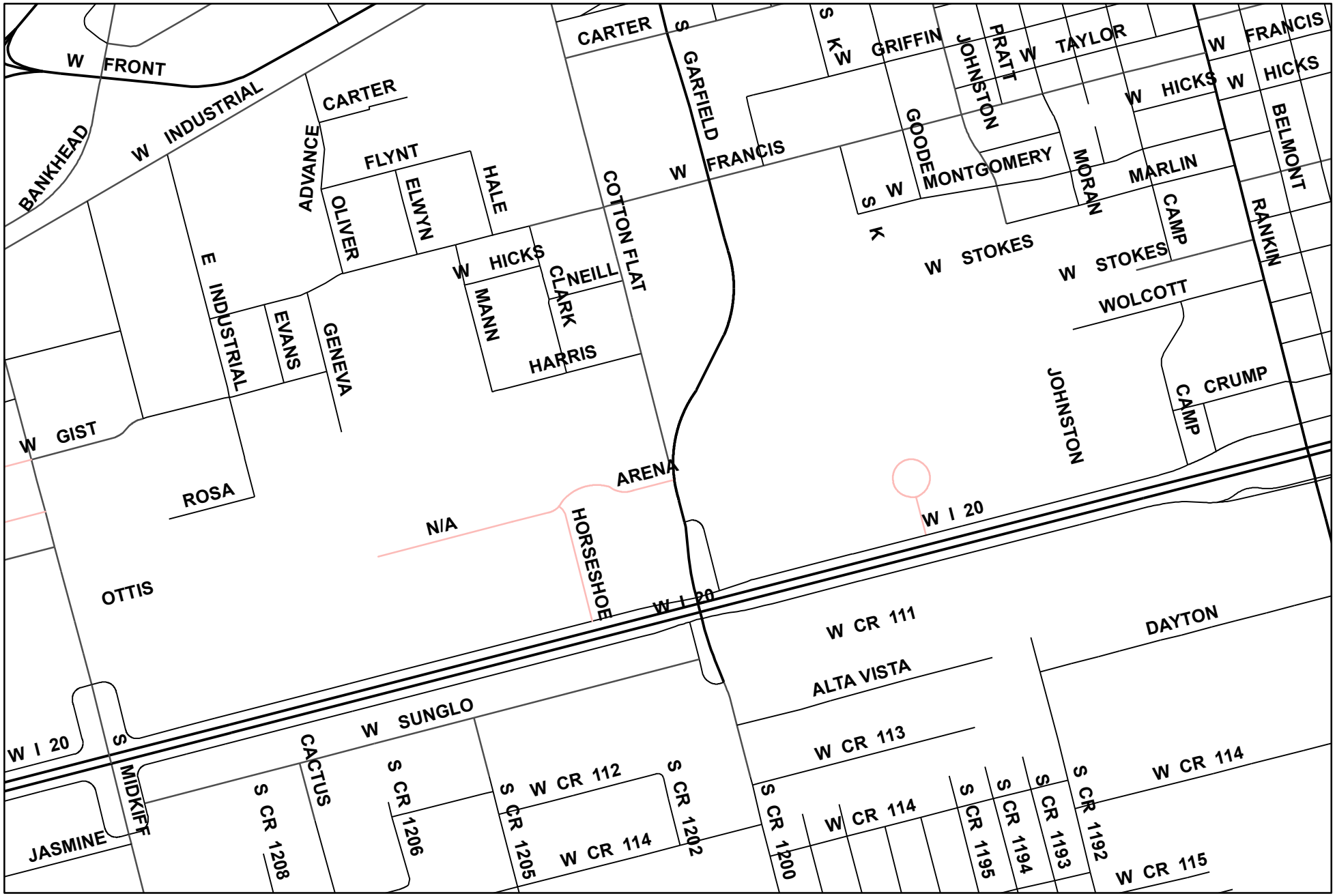
PACKET 14.7

IH 20 Backage Road Corridor

July 13, 2021

N W E S

0 0.075 0.15 0.3 Miles



Location Map

PACKET 14.8

IH 20 Backage Road Corridor

July 13, 2021

N W E S

0 0.075 0.15 0.3 Miles

City Council Meeting

Item Number: 15

Meeting Date: July 13, 2021

To: City Council / City Manager

From: Michael Pacelli, City Traffic Engineer

Subject: RESOLUTION APPROVING A MUNICIPAL MAINTENANCE AGREEMENT BETWEEN THE STATE OF TEXAS AND THE CITY OF MIDLAND TO PROVIDE FOR THE MAINTENANCE, CONTROL, SUPERVISION AND REGULATION OF CERTAIN STATE HIGHWAYS AND PORTIONS OF STATE HIGHWAYS IN THE CITY OF MIDLAND; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO CERTIFY THIS RESOLUTION TO THE STATE OF TEXAS AND TO TRANSMIT THE EXECUTED AGREEMENT TO THE STATE OF TEXAS (DISTRICT: ALL) (ENGINEERING SERVICES)

Purpose:

To approve a revised Municipal Maintenance Agreement with the Texas Department of Transportation.

Recommended City Council Action:

Approve

Fiscal Impact:

The City will assume responsibility for maintenance and operation of three (3) additional traffic signals, representing a 2.6% increase in the total number of signals maintained by the City. This will result in a small increase in maintenance expenses over the long-term, but no additional funding will be required in the near-term.

Discussion:

Per the Texas Transportation Code (Chapter 311), the City has exclusive responsibility for the maintenance, control, supervision, and regulation of all State highways within the city limits.

The Transportation Code (Section 221.002) also authorizes the State, at its sole discretion, to enter into agreements with cities to transfer some of those responsibilities and authorities for State highways back to the State of Texas, acting through the Texas Department of Transportation (TxDOT).

Nearly all cities in Texas have such agreements and return control of State highways to TxDOT. Since the cost to the City to operate and maintain all State highways within the city limits would run into many millions of dollars per year, it is clearly in the City's interest to have such an agreement transferring the obligations to the State. If the City does not agree to enter into such an agreement, the State has the authority to terminate the previous agreement upon 30 days written notice.

The last such agreement with Midland was revised in 2018. TxDOT has now prepared an updated revision to this Municipal Maintenance Agreement (MMA) using the current template adopted for statewide use.

Per the standard MMA language, cities with populations equal to or greater than 50,000 are responsible to install, operate, and maintain traffic signals on non-controlled access highways, while the State is responsible for traffic signals on controlled access highways (I-20, Loop 250, and SH 191).

The City of Midland has historically been responsible for the traffic signals on some controlled access highways within the city limits, including Loop 250 and the interchange of I-20 at Rankin Hwy. However, there are also a number of signals on non-controlled access highways that the City of Midland would ordinarily be responsible for that have historically been maintained by the State, such as those signals on FM 1788.

With this revised agreement, the City will come into line with the traditional responsibilities of cities with populations over 50,000 and will take on maintenance of three signals along a non-controlled access facility, FM 1788 (at SH 191, at Loop 40, and at Younger Rd). The City will take over these signals following certain repairs and upgrades to be made by TxDOT based on a City inspection.

For the certain signals that the City maintains on controlled access highways, the State is obligated to furnish certain types of hardware that are typically the most expensive to replace when damaged, including controller cabinets and mast arm poles.

City staff also plans to update this agreement in the future to take on several other additional traffic signals as they are constructed or as the existing signals are reconstructed. This includes BI-20 at Fairgrounds Rd (rebuild), I-20 at Midkiff Rd (new), I-20 at Cotton Flat Rd (new), I-20 at Fairgrounds Rd (rebuild), and I-20 at Garden City Hwy (rebuild). Amendments to the MMA will be needed when the time comes for responsibility for each of those signals to transfer to the City.

The MMA also assigns a variety of other responsibilities to the State or City, as appropriate. This includes items such as snow and ice control, letter pickup and mowing, traffic control signing and pavement markings, etc. This revised agreement will also assign access permit

authority on State highways within the city limits to the City, except that authority on controlled access highways and FM 1788 will be assigned to TxDOT.

Finally, this agreement, like the previous one in 2018, includes an amendment to allow the City to install and operate traffic monitoring cameras within State rights-of-way.

Staff recommends approval.

Morris Williams Jr.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION APPROVING A MUNICIPAL MAINTENANCE AGREEMENT BETWEEN THE STATE OF TEXAS AND THE CITY OF MIDLAND TO PROVIDE FOR THE MAINTENANCE, CONTROL, SUPERVISION AND REGULATION OF CERTAIN STATE HIGHWAYS AND PORTIONS OF STATE HIGHWAYS IN THE CITY OF MIDLAND; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO CERTIFY THIS RESOLUTION TO THE STATE OF TEXAS AND TO TRANSMIT THE EXECUTED AGREEMENT TO THE STATE OF TEXAS

WHEREAS, the City Council finds it to be in the public interest to approve and authorize the execution of a Municipal Maintenance Agreement between the State of Texas and the City of Midland to provide for the maintenance, control, supervision and regulation of certain State highways and portions of State highways in the City of Midland;

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

SECTION ONE. That the Municipal Maintenance Agreement between the State of Texas and the City of Midland to provide for the maintenance, control, supervision and regulation of certain State highways and portions of State highways in the City of Midland is hereby approved, a copy of said Municipal Maintenance Agreement being attached hereto as Exhibit "1" and incorporated herein for all purposes.

SECTION TWO. That the City Manager is hereby authorized and directed to execute, on behalf of the City of Midland, said Municipal Maintenance Agreement.

SECTION THREE. That the City Secretary is hereby authorized and directed to certify this resolution to the State of Texas and to transmit the executed Municipal Maintenance Agreement to the State of Texas for appropriate action.

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

the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Morris Williams, Deputy City Manager

_____
Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MUNICIPAL MAINTENANCE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made this _____ day of _____ 20_____, by and between the State of Texas, hereinafter referred to as the "State," party of the first part, and the City of Midland (population 111,147, 2010, latest Federal Census) acting by and through its duly authorized officers, hereinafter called the "City," party of the second part.

W I T N E S S E T H

WHEREAS, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

WHEREAS, the Executive Director, acting for and in behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within such City, conditioned that the City will enter into agreements with the State for the purpose of determining the responsibilities of the parties thereto; and

WHEREAS, the City has requested the State to assist in the maintenance and operation of State highways within such City:

A G R E E M E N T

NOW, **THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

For this agreement, the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State's Highway System.

EXHIBIT 1

COVERAGE

1. This agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State Highways within the City:

   A. Non-Controlled Access highways or portions thereof which are described and/or graphically shown as "State Maintained and Operated" highways in Exhibit "A," which is attached hereto and made a part hereof.

   B. All State highways or portions thereof which have been designated by the Texas Transportation Commission or maintained and operated as Controlled Access Highways and which are described and/or graphically shown in Exhibit "B," which is attached hereto and made a part hereof.

2. In the event that the present system of State highways within the City is changed by cancellation, modified routing, or new routes, the State will terminate maintenance and operation and this agreement will become null and void on those portions of the highways which are no longer on the State Highway System; and the full effect and all conditions of this agreement will apply to the changed highways or new highways on the State Highway System within the City; and they shall be classified as "State Maintained and Operated" under paragraph 1 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.

3. Exhibits that are a part of this agreement may be changed with both parties' written concurrence. Additional exhibits may also be added with both parties' written concurrence.

GENERAL CONDITIONS

1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.

2. This agreement is between the State and the City only. No person or entity may claim third party beneficiary status under this contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this contract.

3. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation, and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.

4. Traffic regulations, including speed limits, will be established only after traffic and engineering studies have been completed by the State and/or City and approved by the State.

5. The State will erect and maintain all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way except as mentioned in this paragraph and elsewhere in this agreement. At the intersections of off-system approaches to State highways, the City shall install and maintain all stop signs, yield signs, and one-way signs and any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads, if such exist. The City shall install and maintain all street name signs except for those mounted on State maintained traffic signal poles or arms or special advance street name signs on State right-of-way. All new signs installed by the City on State right-of-way shall meet or exceed the latest State breakaway standards and be in accordance with the *Texas Manual on Uniform Traffic Control Devices*, latest edition and revision. All existing signs shall be upgraded on a maintenance replacement basis to meet these requirements

6. Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation except in those installations specifically covered by separate agreements between the City and State.

7. The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways outside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.

8. The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State.

9. Traffic control devices such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation and necessity, will be determined by traffic and engineering studies. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, will be indicated by the proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement will be covered under a separate agreement.

10. New construction of sidewalks, ramps or other accessibility related items shall comply with current ADA standards. The city is responsible for the maintenance of these items.

11. If the City has a driveway permit process that has been submitted to and approved by the State, the City will issue permits for access driveways on State highway routes and will assure the grantee's conformance, for proper installation and maintenance of access driveway facilities, with either a Local Access Management Plan that the City has adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual. If the City does not have an approved city-wide driveway permit process, the State will issue access driveway permits on State highway routes in accordance with the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual.

12. The use of unused right-of-way and areas beneath structures will be determined by a separate agreement

NON-CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to non-controlled access State highways in addition to the “General Conditions” contained herein above. Non-controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit “A.”

State’s Responsibilities (Non-Controlled Access)

1. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of same under vehicular loads encountered and maintain the shoulders.

2. Assist in mowing and litter pickup to supplement City resources when requested by the City and if State resources are available.

3. Assist in sweeping and otherwise cleaning the pavement to supplement City resources when requested by the City and if State resources are available.

4. Assist in snow and ice control to supplement City resources when requested by the City and if State resources are available.

5. Maintain drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits.

6. Install, maintain, and operate, when required, normal regulatory, warning and guide signs and normal markings (except as provided under “General Conditions” in paragraph 5). In cities with less than 50,000 population, this also includes school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks. Any other traffic striping desired by the City may be placed and maintained by the City subject to written State approval.

7. Install, operate, and maintain traffic signals in cities with less than 50,000 population.

8. In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds if the City agrees to enter into an agreement setting forth the responsibilities of each party.

City’s Responsibilities (Non-Controlled Access)

1. Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.

2. Install and maintain all parking restriction signs, pedestrian crosswalks [except as provided in paragraph 6 under “State's Responsibilities (Non-Controlled Access)”], parking stripes and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population will also install, operate, and maintain all school safety devices and school crosswalks.

3. Signing and marking of intersecting city streets with State highways will be the full responsibility of the City (except as provided under “General Conditions” in paragraph 5).

4. Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.

5. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. The assistance by the State in maintenance of drainage facilities does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.

6. Install, maintain, and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations will be handled by a separate agreement.

7. Perform mowing and litter pickup.

8. Sweep and otherwise clean the pavement.

9. Perform snow and ice control.

CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to controlled access highways in addition to the “General Conditions” contained herein above. Controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit “B.”

State's Responsibilities (Controlled Access)

1. Maintain the traveled surface of the through lanes, ramps, and frontage roads and foundations beneath such traveled surface necessary for the proper support of same under vehicular loads encountered.

2. Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist and assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads in undeveloped areas.

3. Sweep and otherwise clean the through lanes, ramps, separation structures or roadways and frontage roads.

4. Remove snow and control ice on the through lanes and ramps and assist in these operations as the availability of equipment and labor will allow on the frontage roads and grade separation structures or roadways.

5. Except as provided under "General Conditions" in paragraph 5, the State will install and maintain all normal markings and signs, including sign operation if applicable, on the main lanes and frontage roads. This includes school safety devices, school crosswalks and crosswalks installed on frontage roads in conjunction with pedestrian signal heads. It does not include other pedestrian crosswalks.

6. Install, operate and maintain traffic signals at ramps and frontage road intersections unless covered by a separate agreement.

7. Maintain all drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the highway facility within its corporate limits.

City's Responsibilities (Controlled Access)

1. Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances/resolutions and taking other appropriate action in addition to full compliance with current laws on parking.

2. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance/resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.

3. Secure or cause to be secured the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.

4. Pass necessary ordinances/resolutions and retain its responsibility for enforcing the control of access to the expressway/freeway facility.

5. Install and maintain all parking restriction signs, pedestrian crosswalks (except as mentioned above in paragraph 5 under "State's Responsibilities") and parking stripes when agreed to by the State in writing. Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as discussed under "General Conditions" in paragraph 5).

TERMINATION

All obligations of the State created herein to maintain and operate the State highways covered by this agreement shall terminate if and when such highways cease to be officially on the State highway system; and further, should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon 30 days written notice. Upon termination, all maintenance and operation duties on non-controlled access State highways shall revert to City responsibilities, in accordance with Chapter 311 of the Texas Transportation Code. The State shall retain all maintenance responsibilities on controlled access State highways in accordance with the provisions of Chapter 203 of the Texas Transportation Code and 23 United States Code Section 116.

Said State assumption of maintenance and operations shall be effective the date of execution of this agreement by the Texas Department of Transportation.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of Midland on the _____ day of _____ , 20____ , and the Texas Department of Transportation, on the _____ day of _____, 20_____.

ATTEST:

_____

CITY OF _____

BY _____
(Title of Signing Official)

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission

BY _____
(District Engineer)

Odessa District - ODA - 6 District

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under Sections 552.021 and 552.023 of the Government Code, you also are entitled to receive and review this information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect. For more information, call 512/416-3048.

NOTE: To be executed in duplicate and supported by Municipal Maintenance Ordinance/Resolution and City Secretary Certificate.

City of Midland

Exhibit "A"

Non-Controlled Access Highways

FM 868

Loop 250 to BS 158-B

SH 349

North City Limits to BS 349-C

North City Limits to BI 20

IH 20 to South City Limits

BS 349-C

SH 349 to IH 20

SH 158

West City Limits to SL 250

IH 20 to East City Limits

SH 140

SH 349-C to IH 20

FM 307

Lamesa Road to East City Limits

BI 20

West City Limit to East City Limits

SP 268

BI 20 to BS 158-B

FM 715

SH 140 to South City Limits

Exhibit “A”

Non-Controlled Access Highways (Cont.)

SL 40

SH 349 to SH 349

BS 158-B

SL 250 to SP 268

Exhibit “B”

Controlled Access Highways

SH 158

SL 250 to IH 20

Loop 250

SH 158 to East City Limits

IH 20

West City Limits to East City Limits

SH 191

West City Limits to SH 158

Exhibit “C”

On Loop 250, the City of Midland will assume responsibility for the operations and general maintenance of all traffic signals. The City of Midland will also respond to emergency calls for these signals.

On IH 20, the City of Midland will assume responsibility for the operations and general maintenance of traffic signals at the intersections of BS 349 and IH 20 north and south of frontage roads. The City of Midland will also respond to emergency calls for these signals.

The State of Texas will be responsible for the replacement of poles, mast arms, cabinets and signal heads damaged by accidents or acts of nature.

The City of Midland shall have authority to install video surveillance cameras and similar sensors on or near City-operated traffic signals for the purposes of traffic management and incident response. The locations shall be approved by the Texas Department of Transportation and will not be allowed on a pole that has a breakaway design. The City shall not record video imagery from any such cameras at any time.

The City of Midland shall have driveway permit authority on all non-controlled access highways shown in Exhibit “A” except for the segment of SH 349 that runs concurrent with FM 1788 within the city limits.

The State of Texas shall have driveway permit authority on all controlled access highways shown in Exhibit “B” and the segment of SH 349 that runs concurrent with FM 1788 within the city limits.

The City of Midland and the State of Texas hereby concur and consent to the addition of this Exhibit “C” to the Municipal Maintenance Agreement between said parties.

CITY OF MIDLAND	STATE OF TEXAS
By:_____	By:_____
Robert Patrick, City Manager	Printed Name:_____
	Title: _____

RESOLUTION NO. _____

RESOLUTION APPROVING A MUNICIPAL MAINTENANCE AGREEMENT BETWEEN THE STATE OF TEXAS AND THE CITY OF MIDLAND TO PROVIDE FOR THE MAINTENANCE, CONTROL, SUPERVISION AND REGULATION OF CERTAIN STATE HIGHWAYS AND PORTIONS OF STATE HIGHWAYS IN THE CITY OF MIDLAND; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO CERTIFY THIS RESOLUTION TO THE STATE OF TEXAS AND TO TRANSMIT THE EXECUTED AGREEMENT TO THE STATE OF TEXAS

WHEREAS, the City Council finds it to be in the public interest to approve and authorize the execution of a Municipal Maintenance Agreement between the State of Texas and the City of Midland to provide for the maintenance, control, supervision and regulation of certain State highways and portions of State highways in the City of Midland;

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

SECTION ONE. That the Municipal Maintenance Agreement between the State of Texas and the City of Midland to provide for the maintenance, control, supervision and regulation of certain State highways and portions of State highways in the City of Midland is hereby approved, a copy of said Municipal Maintenance Agreement being attached hereto as Exhibit "1" and incorporated herein for all purposes.

SECTION TWO. That the City Manager is hereby authorized and directed to execute, on behalf of the City of Midland, said Municipal Maintenance Agreement.

SECTION THREE. That the City Secretary is hereby authorized and directed to certify this resolution to the State of Texas and to transmit the executed Municipal Maintenance Agreement to the State of Texas for appropriate action.

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

the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Morris Williams, Deputy City Manager

_____
Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MUNICIPAL MAINTENANCE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made this _____ day of _____ 20_____, by and between the State of Texas, hereinafter referred to as the "State," party of the first part, and the City of Midland (population 111,147, 2010, latest Federal Census) acting by and through its duly authorized officers, hereinafter called the "City," party of the second part.

W I T N E S S E T H

WHEREAS, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

WHEREAS, the Executive Director, acting for and in behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within such City, conditioned that the City will enter into agreements with the State for the purpose of determining the responsibilities of the parties thereto; and

WHEREAS, the City has requested the State to assist in the maintenance and operation of State highways within such City:

A G R E E M E N T

NOW, **THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

For this agreement, the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State's Highway System.

COVERAGE

1. This agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State Highways within the City:

   A. Non-Controlled Access highways or portions thereof which are described and/or graphically shown as "State Maintained and Operated" highways in Exhibit "A," which is attached hereto and made a part hereof.

   B. All State highways or portions thereof which have been designated by the Texas Transportation Commission or maintained and operated as Controlled Access Highways and which are described and/or graphically shown in Exhibit "B," which is attached hereto and made a part hereof.

2. In the event that the present system of State highways within the City is changed by cancellation, modified routing, or new routes, the State will terminate maintenance and operation and this agreement will become null and void on those portions of the highways which are no longer on the State Highway System; and the full effect and all conditions of this agreement will apply to the changed highways or new highways on the State Highway System within the City; and they shall be classified as "State Maintained and Operated" under paragraph 1 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.

3. Exhibits that are a part of this agreement may be changed with both parties' written concurrence. Additional exhibits may also be added with both parties' written concurrence.

GENERAL CONDITIONS

1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.

2. This agreement is between the State and the City only. No person or entity may claim third party beneficiary status under this contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this contract.

3. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation, and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.

4. Traffic regulations, including speed limits, will be established only after traffic and engineering studies have been completed by the State and/or City and approved by the State.

5. The State will erect and maintain all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way except as mentioned in this paragraph and elsewhere in this agreement. At the intersections of off-system approaches to State highways, the City shall install and maintain all stop signs, yield signs, and one-way signs and any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads, if such exist. The City shall install and maintain all street name signs except for those mounted on State maintained traffic signal poles or arms or special advance street name signs on State right-of-way. All new signs installed by the City on State right-of-way shall meet or exceed the latest State breakaway standards and be in accordance with the *Texas Manual on Uniform Traffic Control Devices*, latest edition and revision. All existing signs shall be upgraded on a maintenance replacement basis to meet these requirements

6. Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation except in those installations specifically covered by separate agreements between the City and State.

7. The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways outside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.

8. The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State.

9. Traffic control devices such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation and necessity, will be determined by traffic and engineering studies. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, will be indicated by the proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement will be covered under a separate agreement.

10. New construction of sidewalks, ramps or other accessibility related items shall comply with current ADA standards. The city is responsible for the maintenance of these items.

11. If the City has a driveway permit process that has been submitted to and approved by the State, the City will issue permits for access driveways on State highway routes and will assure the grantee's conformance, for proper installation and maintenance of access driveway facilities, with either a Local Access Management Plan that the City has adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual. If the City does not have an approved city-wide driveway permit process, the State will issue access driveway permits on State highway routes in accordance with the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual.

12. The use of unused right-of-way and areas beneath structures will be determined by a separate agreement

NON-CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to non-controlled access State highways in addition to the “General Conditions” contained herein above. Non-controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit “A.”

State’s Responsibilities (Non-Controlled Access)

1. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of same under vehicular loads encountered and maintain the shoulders.

2. Assist in mowing and litter pickup to supplement City resources when requested by the City and if State resources are available.

3. Assist in sweeping and otherwise cleaning the pavement to supplement City resources when requested by the City and if State resources are available.

4. Assist in snow and ice control to supplement City resources when requested by the City and if State resources are available.

5. Maintain drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits.

6. Install, maintain, and operate, when required, normal regulatory, warning and guide signs and normal markings (except as provided under “General Conditions” in paragraph 5). In cities with less than 50,000 population, this also includes school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks. Any other traffic striping desired by the City may be placed and maintained by the City subject to written State approval.

7. Install, operate, and maintain traffic signals in cities with less than 50,000 population.

8. In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds if the City agrees to enter into an agreement setting forth the responsibilities of each party.

City’s Responsibilities (Non-Controlled Access)

1. Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.

2. Install and maintain all parking restriction signs, pedestrian crosswalks [except as provided in paragraph 6 under “State's Responsibilities (Non-Controlled Access)”], parking stripes and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population will also install, operate, and maintain all school safety devices and school crosswalks.

3. Signing and marking of intersecting city streets with State highways will be the full responsibility of the City (except as provided under “General Conditions” in paragraph 5).

4. Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.

5. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. The assistance by the State in maintenance of drainage facilities does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.

6. Install, maintain, and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations will be handled by a separate agreement.

7. Perform mowing and litter pickup.

8. Sweep and otherwise clean the pavement.

9. Perform snow and ice control.

CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to controlled access highways in addition to the “General Conditions” contained herein above. Controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit “B.”

State's Responsibilities (Controlled Access)

1. Maintain the traveled surface of the through lanes, ramps, and frontage roads and foundations beneath such traveled surface necessary for the proper support of same under vehicular loads encountered.

2. Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist and assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads in undeveloped areas.

3. Sweep and otherwise clean the through lanes, ramps, separation structures or roadways and frontage roads.

4. Remove snow and control ice on the through lanes and ramps and assist in these operations as the availability of equipment and labor will allow on the frontage roads and grade separation structures or roadways.

5. Except as provided under "General Conditions" in paragraph 5, the State will install and maintain all normal markings and signs, including sign operation if applicable, on the main lanes and frontage roads. This includes school safety devices, school crosswalks and crosswalks installed on frontage roads in conjunction with pedestrian signal heads. It does not include other pedestrian crosswalks.

6. Install, operate and maintain traffic signals at ramps and frontage road intersections unless covered by a separate agreement.

7. Maintain all drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the highway facility within its corporate limits.

City's Responsibilities (Controlled Access)

1. Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances/resolutions and taking other appropriate action in addition to full compliance with current laws on parking.

2. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance/resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.

3. Secure or cause to be secured the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.

4. Pass necessary ordinances/resolutions and retain its responsibility for enforcing the control of access to the expressway/freeway facility.

5. Install and maintain all parking restriction signs, pedestrian crosswalks (except as mentioned above in paragraph 5 under "State's Responsibilities") and parking stripes when agreed to by the State in writing. Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as discussed under "General Conditions" in paragraph 5).

TERMINATION

All obligations of the State created herein to maintain and operate the State highways covered by this agreement shall terminate if and when such highways cease to be officially on the State highway system; and further, should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon 30 days written notice. Upon termination, all maintenance and operation duties on non-controlled access State highways shall revert to City responsibilities, in accordance with Chapter 311 of the Texas Transportation Code. The State shall retain all maintenance responsibilities on controlled access State highways in accordance with the provisions of Chapter 203 of the Texas Transportation Code and 23 United States Code Section 116.

Said State assumption of maintenance and operations shall be effective the date of execution of this agreement by the Texas Department of Transportation.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of Midland on the _____ day of _____ , 20____ , and the Texas Department of Transportation, on the _____ day of _____, 20_____.

ATTEST:

_____

CITY OF _____

BY _____
(Title of Signing Official)

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission

BY _____
(District Engineer)

Odessa District - ODA - 6 District

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under Sections 552.021 and 552.023 of the Government Code, you also are entitled to receive and review this information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect. For more information, call 512/416-3048.

NOTE: To be executed in duplicate and supported by Municipal Maintenance Ordinance/Resolution and City Secretary Certificate.

City of Midland

Exhibit “A”

Non-Controlled Access Highways

FM 868

Loop 250 to BS 158-B

SH 349

North City Limits to BS 349-C

North City Limits to BI 20

IH 20 to South City Limits

BS 349-C

SH 349 to IH 20

SH 158

West City Limits to SL 250

IH 20 to East City Limits

SH 140

SH 349-C to IH 20

FM 307

Lamesa Road to East City Limits

BI 20

West City Limit to East City Limits

SP 268

BI 20 to BS 158-B

FM 715

SH 140 to South City Limits

Exhibit “A”

Non-Controlled Access Highways (Cont.)

SL 40

SH 349 to SH 349

BS 158-B

SL 250 to SP 268

Exhibit “B”

Controlled Access Highways

SH 158

SL 250 to IH 20

Loop 250

SH 158 to East City Limits

IH 20

West City Limits to East City Limits

SH 191

West City Limits to SH 158

Exhibit “C”

On Loop 250, the City of Midland will assume responsibility for the operations and general maintenance of all traffic signals. The City of Midland will also respond to emergency calls for these signals.

On IH 20, the City of Midland will assume responsibility for the operations and general maintenance of traffic signals at the intersections of BS 349 and IH 20 north and south of frontage roads. The City of Midland will also respond to emergency calls for these signals.

The State of Texas will be responsible for the replacement of poles, mast arms, cabinets and signal heads damaged by accidents or acts of nature.

The City of Midland shall have authority to install video surveillance cameras and similar sensors on or near City-operated traffic signals for the purposes of traffic management and incident response. The locations shall be approved by the Texas Department of Transportation and will not be allowed on a pole that has a breakaway design. The City shall not record video imagery from any such cameras at any time.

The City of Midland shall have driveway permit authority on all non-controlled access highways shown in Exhibit “A” except for the segment of SH 349 that runs concurrent with FM 1788 within the city limits.

The State of Texas shall have driveway permit authority on all controlled access highways shown in Exhibit “B” and the segment of SH 349 that runs concurrent with FM 1788 within the city limits.

The City of Midland and the State of Texas hereby concur and consent to the addition of this Exhibit “C” to the Municipal Maintenance Agreement between said parties.

CITY OF MIDLAND	STATE OF TEXAS
By:_____	By:_____
Robert Patrick, City Manager	Printed Name:_____
	Title: _____

City Council Meeting

Item Number: 16

Meeting Date: July 13, 2021

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: Motion authorizing the execution of a right-of-way license between the City of Midland and Nustar Permian Transportation & Storage, LLC, regarding city-owned property described as Section 2, Block 37, Township 3 South, T&P RR Co. Survey, Midland County, Texas. (DISTRICT: NONE) (UTILITIES)

Purpose:

Applicant is requesting a 30' wide right of way to place a six and a half inch (6.6") common carrier, steel construction, crude pipeline on City of Midland owned real property known as the Spraberry Farm. Pipeline is 610.56 feet between existing connections and is located away from farming operations.

Recommended City Council Action:

Approve

Fiscal Impact:

Application fee (one time): $1,000

Pipeline:
Annual Lease Rate (37 rods x $20/rod): $680.00
Surface Damages: (37 rods x $10/rod): $370.00 / $400.00 minimum

Total Collected: $2,080.00

Discussion:

This common carrier, steel construction crude line is 6.6 inches (6.6) in diameter and buried thirty-six inches (36) deep.

All fees have been collected.

Certificates of Insurance (COI) with City of Midland named as additional insured and a waiver of subrogation in favor of the City of Midland has been collected and on file.

City Secretary to record completed License Agreement

Morris William Jr.

City Manager's Office

RIGHT OF WAY LICENSE

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND	§	

Date:	July 14, 2021
Licensor:	CITY OF MIDLAND, TEXAS, a home-rule municipal corporation
Licensor's Representative:	Robert Patrick, City Manager
Licensor's Mailing Address:	P.O. Box 1152 Midland, Texas 79702
Licensee:	Nustar Permian Transportation and Storage, LLC
Licensee's Representative:	**R. Heath Reininger**
Licensee's Mailing Address:	19003 IH 10 West – Real Estate Department San Antonio, Texas 78257
Property:	See **Exhibit A** attached hereto and incorporated herein for all purposes.

Licensee desires use of property owned by Licensor in Midland County, Texas (the "Property"), for purposes set forth below. Licensee acknowledges and agrees that it must obtain a license (the "License") in order to use the public lands of Licensor.

W I T N E S S E T H:

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

I. Term

A. Initial Term. This License shall be for a term of five (5) years (the "Initial Term"), commencing with the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Renewal Term. This License shall automatically renew at the end of the Initial Term for one (1) additional term of five (5) years, upon the written request of Licensee received by Licensor on or before one hundred twenty (120) days prior to the expiration of the Initial Term then in effect, subject to the express written consent of the governing body of Licensor.

C. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee

commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to cancel the License during the term of the License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of the License. All work and services under the License shall be suspended upon termination of the License becoming effective.

Upon termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred and eighty (180) days after termination of this License.

II. Financial Consideration

A. License Fee. The first year's license fee in the amount of SIX HUNDRED EIGHTY and No/100 Dollars ($680.00) shall be due and payable on or prior to the Commencement Date of this License ("License Fee"). Licensee's failure to make the License Fee payment within thirty (30) days after the License Fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%).

B. Surface Damage Fee. Licensee shall pay a one-time surface damage fee to Licensor in the amount of FOUR HUNDRED and 10/100 Dollars ($400.00), payable on or prior to the Commencement Date.

C. Annual Fee. Licensee shall pay to Licensor an annual fee in the amount of SIX HUNDRED EIGHTY and No/100 Dollars ($680.00), which shall be payable each year on or before the anniversary of the Commencement Date of this License.

D. Application Fee. At the same time the first year License Fee is due, Licensee shall pay a non-refundable one-time fee of ONE THOUSAND and No/100 Dollars ($1,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for the License.

E. Fee Adjustment. Prior to commencement of any renewal term, Licensor and Licensee shall negotiate in good faith to agree to an adjustment of the Annual Fee. If Licensor and Licensee are unable to reach an agreement regarding an adjustment to the Annual Fee, then the Annual Fee shall be determined by Licensor in its sole discretion, provided the new Annual Fee shall not exceed twenty-five percent (25%) of the Annual Fee paid for the last year of the Initial Term.

F. Delivery of Payment. The License Fee payment shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. The License Fee payment shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon the Property, being forty (40) 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 steel construction pipeline, not to exceed six and six tenths (6.6) inches in diameter, for the transportation of crude oil, to have the right of ingress and egress at convenient points for such purpose, and said construction width shall revert to thirty (30) feet after the pipeline is laid. **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline(s) and facilities described herein. The parties agree Licensee's failure to provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline(s) and facilities described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

B. Road Repair. Licensee covenants and agrees that it will repair any of Licensor's roads that Licensee damages on Licensor's property so that such roads will comply with Licensor's Standard Specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines and water meters owned by Licensor that Licensee, its employees, its agents or assigns, damage so that such water lines, sewer lines and water meters shall comply with the requirements of Licensor's Standard Specifications.

D. Depth. Licensee covenants and agrees that it will bury the pipeline(s) to be constructed hereunder no less than thirty-six (36) inches in depth. All backfill used in burying such line shall be compacted to a density of ninety percent (90%), except where such pipeline(s) crosses under a paved or traveled portion of City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). Licensor shall be afforded the opportunity to test the density on all backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that Licensee's pipeline(s) intersects with a City of Midland utility line location, the pipeline(s) shall be bored at a depth of a least (i) nine (9) feet under all City of Midland water utility lines and (ii) two (2) feet under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, the specifications shall be approved by Licensor's Representative.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINE(S), CASING, OR COMPRESSOR STATION, ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS**. If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances to the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically revert to Licensor, its successors or assigns, free and clear of any right, title, or interest in Licensee, or any re-entry by Licensor.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, maintain, replace or remove any pipeline or casing system built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her approval. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor work day. If not on a work day, Licensee shall notify Licensor's Representative on the first work day after repairs have begun.

J. Gates and Fences. Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed." Licensee and all persons entering or leaving the Property in connection with Licensee's operations

hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

K. Trash. Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall by promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace above the land covered by this License for any purpose allowed by law and deemed necessary by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through said right of way occupied by Licensee. In the event of such work in connection with said purposes it shall be deemed necessary by Licensor, at Licensor's sole discretion, to alter, change, adapt, conform or relocate any pipeline, property, or casing of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor's City Council without any claim for reimbursement for the cost of the relocation or damages against Licensor. The relocation or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments.

IV. Standard General Conditions

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

Commercial General Liability (including Contractual liability):	
■ Personal Injury:	$1,000,000.00 per person $1,000,000.00 per occurrence
■ Property Damage:	$100,000.00 per occurrence
Business Automobile Liability:	$1,000,000.00 combined single limit-- Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$1,000,000.00 per accident or occurrence
Umbrella Liability:	$10,000,000.00 each occurrence $10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The parties agree that, prior to the execution of the License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. This decision shall be in Licensor's sole discretion.

Licensor shall be provided the notice by Licensee's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Licensor shall not be required to provide any insurance whatsoever pursuant to this License.

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required by Licensee, and

name the City of Midland as an additional insured. Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSE OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF LICENSEE, LICENSEE'S OFFICERS, AGENTS OR EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', AGENTS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE INCLUDING SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE(S),CASING SYSTEM, OR COMPRESSOR STATION IN LICENSOR'S RIGHT OF WAY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY AND SAVE LICENSOR HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE PIPELINE(S), CASING SYSTEM, OR COMPRESSOR STATION DESCRIBED HEREIN.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSE OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF LICENSOR, LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', AGENTS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS

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LICENSE INCLUDING SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE(S),CASING SYSTEM, OR COMPRESSOR STATION IN LICENSOR'S RIGHT OF WAY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, AND ALL COSTS AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY OF LICENSEE'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR ANY OF LICENSEE'S HANDLING, STORING, RELEASING, TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING, BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

C. Assignment. The rights granted by this License inure to the benefit of Licensee. The rights and privileges shall not be assignable by Licensee without the express written consent of Licensor's City Manager. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager.

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

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

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

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

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

F. Governing Law & Venue. All performance and payment made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

G. Release. NOTWITHSTANDING ANY OTHER PROVISIONS, LICENSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LICENSOR,

LICENSOR'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH LICENSEE HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR LICENSOR'S NEGLIGENCE.

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

I. Third Party Beneficiary. Licensor's approval of this License does not create a third party beneficiary. There is no third party beneficiary to this License. No person or entity who is not a party to this License shall have any third party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

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

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M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties agree that this License does not constitute a License or Contract for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the greatest extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third party lacking privity to the License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, and maintain Licensor's facilities or structures described herein, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose, but does not require the use of the Property for a specific purpose. This License does not require Licensee to construct, operate, repair, maintain, replace or remove any of Licensee's facilities or structures described herein. Licensee is not providing a service to Licensor but is providing a service to Licensee's customers. Licensee is paying Licensor for a temporary interest in real property not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Robert Patrick, City Manager

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ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

LICENSEE:
NUSTAR PERMIAN TRANSPORTATION AND STORAGE, LLC

By: _____
Printed Name: R. Heath Reininger
Title: Executive Director of Real Estate

THE STATE OF Texas §
§
COUNTY OF Bexar §

BEFORE ME, the undersigned authority, on this 8th day of June, 2021 personally appeared R. Heath Reininger the Executive Director of Real Estate of Nustar Permian Transportation and Storage, 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.

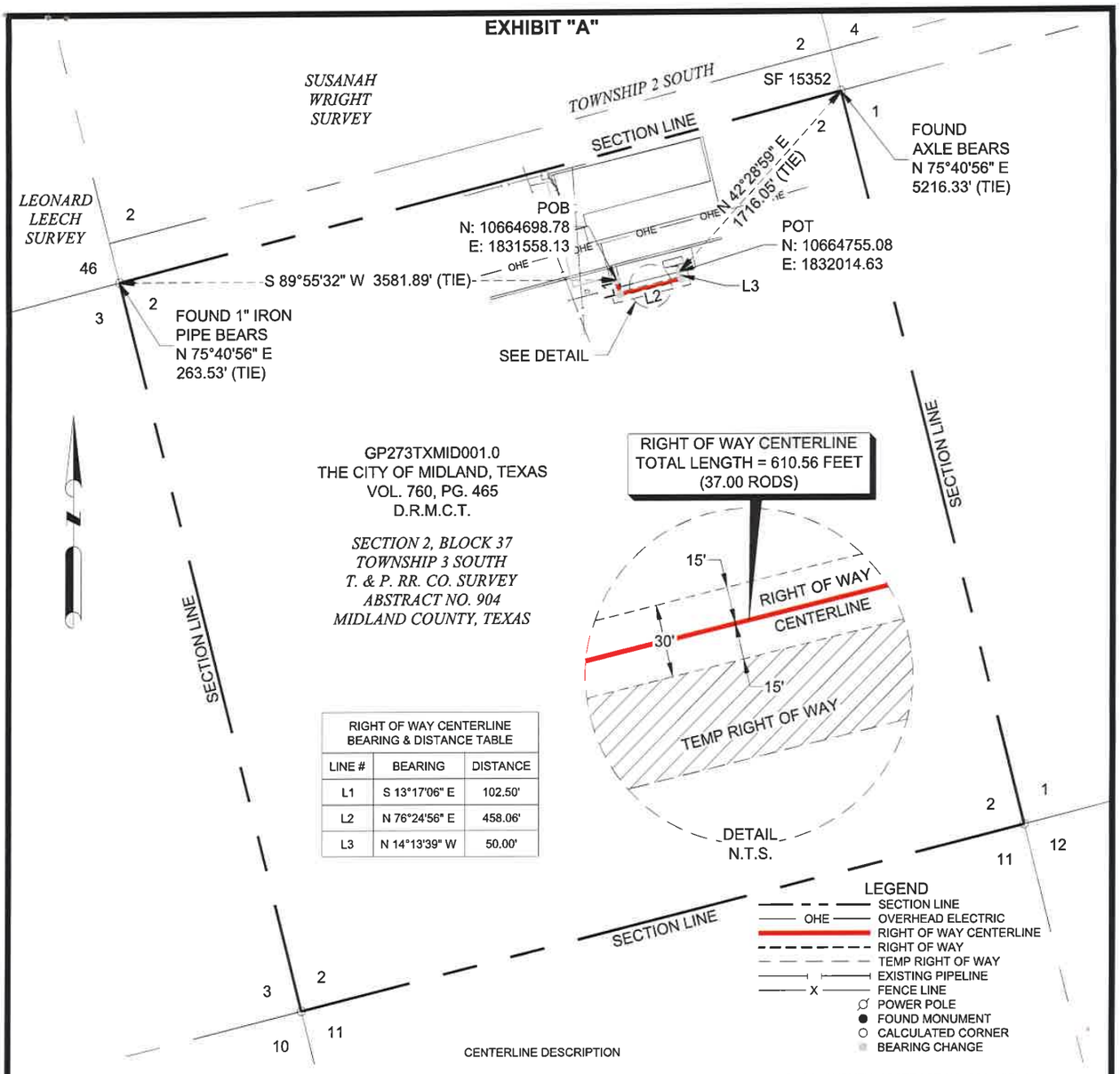
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8th day of June, 2021.

_____
Notary Public, State of Texas

JUSTINA CORTES
Notary ID #131630591
My Commission Expires
July 3, 2022

Reference No. 21-329-019

EXHIBIT "A"



RIGHT OF WAY CENTERLINE BEARING & DISTANCE TABLE		
LINE #	BEARING	DISTANCE
L1	S 13°17'06" E	102.50'
L2	N 76°24'56" E	458.06'
L3	N 14°13'39" W	50.00'

CENTERLINE DESCRIPTION

BEING THE CENTERLINE OF A PROPOSED PIPELINE RIGHT OF WAY SITUATED IN SECTION 2, BLOCK 37, TOWNSHIP 3 SOUTH, T. & P. RR. CO. SURVEY, ABSTRACT NO. 904, MIDLAND COUNTY, TEXAS. SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT (N: 10664698.78, E: 1831558.13) IN SAID SECTION 2, FROM WHICH THE CALCULATED NORTHWEST CORNER OF SAID SECTION 2 BEARS S 89°55'32" W, A DISTANCE OF 3581.89 FEET (TIE), FROM WHICH A FOUND 1" IRON PIPE BEARS N 75°40'56" E, A DISTANCE OF 263.53 FEET (TIE);

THENCE S 13°17'06" E, A DISTANCE OF 102.50 FEET TO A POINT;
THENCE N 76°24'56" E, A DISTANCE OF 458.06 FEET TO A POINT;

THENCE N 14°13'39" W, A DISTANCE OF 50.00 FEET TO THE POINT OF TERMINATION (N: 10664755.08, E: 1832014.63) OF SAID CENTERLINE, IN SAID SECTION 2, FROM WHICH THE CALCULATED NORTHEAST CORNER OF SAID SECTION 2 BEARS N 42°28'59" E, A DISTANCE OF 1716.05 FEET (TIE), FROM WHICH A FOUND AXLE BEARS N 75°40'56" E, A DISTANCE OF 5216.33 FEET (TIE).

SAID CENTERLINE CONTAINING A TOTAL OF 610.56 FEET OR 37.00 RODS IN SAID SECTION 2.

THE POINT OF BEGINNING IS LOCATED APPROXIMATELY
15 MILES SOUTHEAST OF MIDLAND, TEXAS

1000' 0' 1000'

Scale: 1" = 1000'

STATE OF TEXAS REGISTERED DEMPSEY D. HANNAH 5637 PROFESSIONAL LAND SURVEYOR

Dempsey D. Hannah 05/25/2021

DEMPSEY D. HANNAH TEXAS R.P.L.S. NO. 5637 DATE

NOTES:

1. BEARINGS, DISTANCES, AREA AND COORDINATES SHOWN HEREON ARE CORRELATED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS CENTRAL ZONE (4203). ALL BEARINGS AND DISTANCES SHOWN ARE GRID.
2. LATITUDE & LONGITUDE ARE NAD 83 DECIMAL GEOGRAPHIC.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND THE REVIEW OF THE ABSTRACT OF TITLE. THERE MAY BE EASEMENTS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON. LOCATION OF ALL IMPROVEMENTS WAS BEYOND COMMISSIONED SCOPE OF THIS PROJECT AND HAS BEEN SPECIFICALLY OMITTED. VESTING DOCUMENTS NOT FURNISHED FOR THIS SURVEY.

#	DATE	BY:	DESCRIPTION	CHK

PROJECT NO. 4360

TRANSGLOBAL SERVICES LLC
TBPELS FIRM# 10193740 / 19148
2129 S Great Southwest Parkway Suite 313
Grand Prairie, TX 75051
(817) 529-1180 ~ Fax (817) 529-1181

NuStar

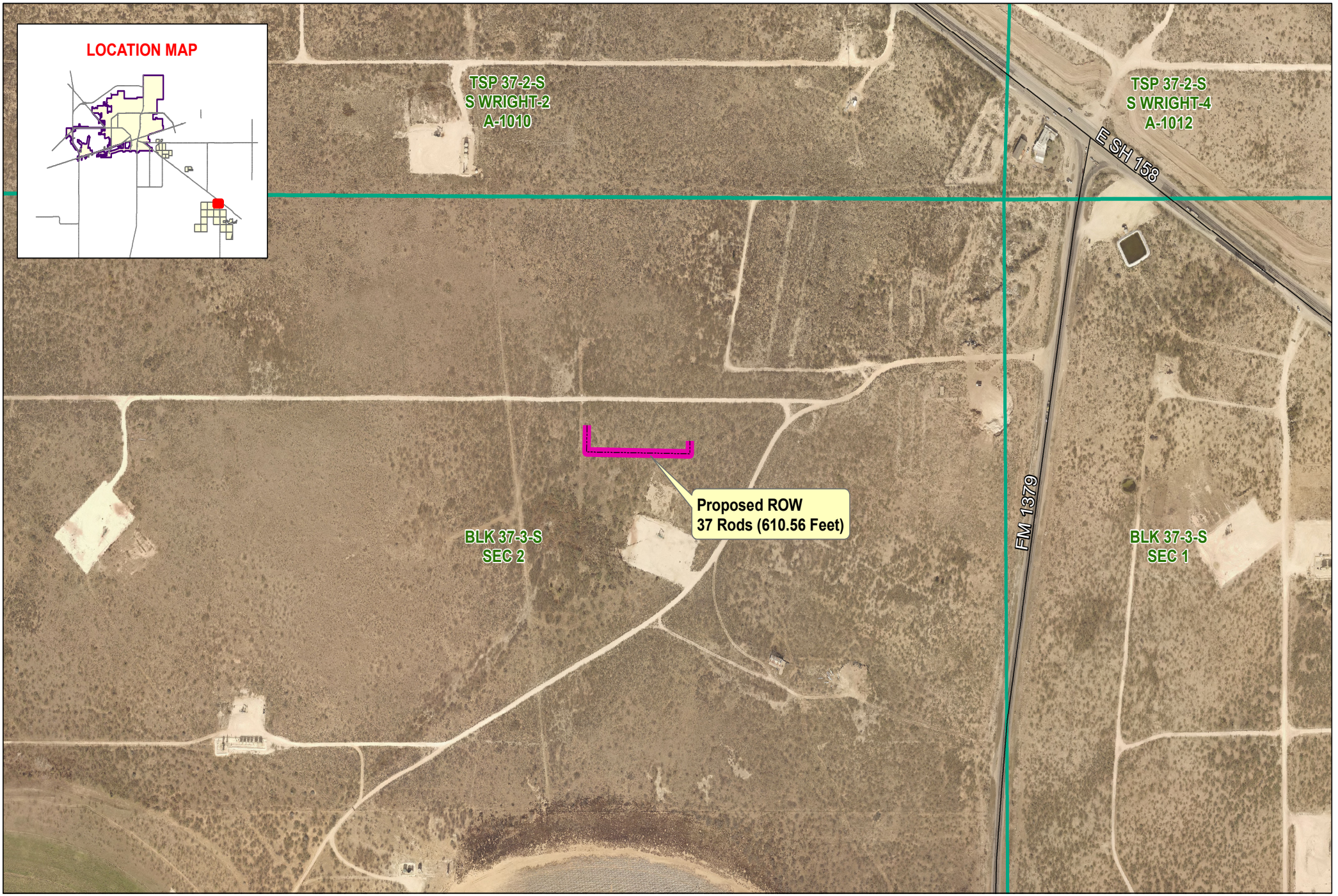
CQ ALKALINE EARTH

THE CITY OF MIDLAND, TEXAS

PROPOSED RIGHT OF WAY CENTERLINE

SITUATED IN
SECTION 2, BLOCK 37, TOWNSHIP 3 SOUTH
T. & P. RR. CO. SURVEY
ABSTRACT NO. 904
MIDLAND COUNTY, TEXAS

DRAWN BY: BAB	DATE: 05/21/2021	DWG. NO. 4360_1.00 SEC 2 JUMPER LINE	REV. 0
CHECKED BY: DDH	DATE: 05/25/2021		
SCALE: 1"=1000'	PAGE 1 OF 1		



Date: 6/1/2021

Legend

- Proposed ROW
- Street
- Survey Section

PACKET

16.16

NuStar Proposed ROW

July 13, 2021

0 250 500 Feet

©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/08/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh USA Inc.
2929 Allen Parkway, Suite 2500
Houston, TX 77019

CN101857056--+XS-20-21 10M

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Co	16535
INSURER B : American Guarantee & Liability Ins Co	26247
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
NuStar Permian Transportation and Storage, LLC
19003 IH 10 West
San Antonio, TX 78257

COVERAGES **CERTIFICATE NUMBER:** HOU-003765286-01 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X Marine Terminal Operators Liab GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			GLO 6724286-10	09/01/2020	09/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	5,000,000 100,000 EXCLUDED 5,000,000 6,000,000 6,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAP 6724287-10	09/01/2020	09/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	5,000,000
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			AUC 6724325-10	09/01/2020	09/01/2021	EACH OCCURRENCE AGGREGATE	$ $	10,000,000 10,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 6724283-10 (AOS)	09/01/2020	09/01/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	2,000,000 2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Right of Way License
City of Midland is included as additional insured where required by written contract and allowed by law. Waiver of Subrogation is applicable where required by written contract and allowed by law.

CERTIFICATE HOLDER
City of Midland
300 N. Loraine
Midland, TX 79701

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.
Keith Wright

PACKET 16.17 July 13, 2021

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City Council Meeting

Item Number: 17

Meeting Date: July 13, 2021

To: City Council / City Manager

From: Elizabeth Shaughnessy, Senior Planner

Subject: AN ORDINANCE VACATING AND ABANDONING A 1.15-ACRE PORTION OF REYES STREET RIGHT-OF-WAY LOCATED IN SECTION 42, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED BETWEEN CHUKAR LANE AND TODD DRIVE, APPROXIMATELY 823 FEET NORTH OF EAST BUSINESS INTERSTATE 20); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $21,850.00; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Green Acres Golf, LLC is requesting to vacate a 1.15-acre portion of Reyes Street right-of-way, located in Section 42, Block 38, T-1-S, T&P RR CO Survey, City and County of Midland, Texas.

Recommended City Council Action:

Approve

Fiscal Impact:

The appraised value of the alley right-of-way is $19,000.00 per acre or $23,850.00.

Discussion:

The applicant, Green Acres Golf, LLC is requesting to vacate a 1.15-acre portion of Reyes Street right-of-way, located in Section 42, Block 38, T-1-S, T&P RR CO Survey, City and County of Midland, Texas, in order to fully and prudently develop the surface lands directly adjacent to the north and south of these vacating requested land for the Green Acres Mini Golf recreational area.

The Midland Central's Appraisal District's appraisal of the land is $19,000.00 per acre, for a total value of $23,850.00.
The applicant will need to retain an easement for all affected utilities.

This request has been circulated and reviewed by all pertinent City departments and franchise utility companies. Their comments, conditions, and requests are as follows:

Code Compliance: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

Engineering: (Approved with Conditions)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

Fire: (Approved)

No objections.

Transportation: (Approved with Conditions)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

Code Administration: (Approved)

No objection.

AT&T:

AT&T doesn't have any issues with this.

Atmos:

Atmos Energy has no objection to the above referenced changes proposed to the Reyes Street right of way located between Chuker Lane and Todd Rd. We currently have no gas lines or facilities located within this section of right of way.

Grande:

Grande does not have utilities in this area.

Midland Central Appraisal District:

The vacation area requested is appraised at $ 19,000 per acre...or $21,850.

Oncor:

Ok with the vacation as long as an Utility Easement stays in place.

Suddenlink:

Update6/8/2021: If the city Vacates the area that really doesn't affect us as long as the Utility Easements stay in place and are not altered. If the Utility Easements are needing to be altered the owner of the area will be responsible for the cost it will take for us to relocate in full before we will move any of our plant.

We "Suddenlink Communications" have, 96 Ct. aerial fiber & some aerial coax on those poles in that easement. We will not vacate, if we need to relocate, that cost will be at the owners expense.

Planning:

Pertinent City departments and franchise utility companies have reviewed this vacation request and have approved it with the condition that a utility easement is retained.

The City Council approved this request at the June 22, 2021 meeting.

Therefore, staff recommends approval for the vacation of the 1.15-acre portion of Reyes Street right-of-way, located in Section 42, Block 38, T-1-S, T&P RR CO Survey, City and County of Midland, Texas, subject to conditions A and C.

Conditions:

A. That the City of Midland has received from the property owner the sum of $21,850.00;

B. That an accessible nonexclusive utility easement is retained; and

C. That a re-plat of the subject property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County.

Letters of Objection:

As of June 16, 2021, staff has not received any letters of objection to this request.

Attachments:

Vacation Survey (Exhibit A)
Application
Maps

Responses from Franchise Utility Companies and Midland Central Appraisal District

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE VACATING AND ABANDONING A 1.15-ACRE PORTION OF REYES STREET RIGHT-OF-WAY LOCATED IN SECTION 42, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED BETWEEN CHUKAR LANE AND TODD DRIVE, APPROXIMATELY 823 FEET NORTH OF EAST BUSINESS INTERSTATE 20); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $21,850.00; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, it has been determined by the Midland City Council that a 1.15-acre portion of Reyes Street right-of-way located in Section 42, Block 38, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas, as described in Exhibit "A" attached hereto and made a part hereof for all legal purposes (the "Property"), is no longer needed for public use; and

WHEREAS, Section 272.001 of the Texas Local Government Code provides that a political subdivision may not convey, sell, or exchange its interest in land without observing notice and bid requirements, unless the conveyance is to one or more abutting property owners; and

WHEREAS, an application for vacating the Property has been received by the City from the abutting property owner; and

WHEREAS, the City Manager has appraised the value of the City's property interest in the Property at $21,850.00, as shown in Exhibit "B" attached hereto and incorporated herein by reference; and

WHEREAS, the Council finds it to be in the public interest to abandon and vacate the Property;

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

SECTION ONE. That the Property is hereby vacated and abandoned for all public purposes. Provided, however, that the City is hereby abandoning only the public interest in

the Property, and this ordinance in no way affects any private easement or access easement which abutting property owners may have in the Property.

SECTION TWO. That this ordinance shall not be effective until:

A. the City of Midland has received from the abutting property owner(s) the sum of $21,850.00; and

B. a replat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.

SECTION THREE. That the City herein retains an accessible nonexclusive utility easement across, through, over, under, on and along the Property until all entities that were using the Property for utility purposes as of the date of approval of this ordinance have abandoned their uses of the Property.

SECTION FOUR. That upon the City's receipt of the sum set forth in Section Two hereof, the City Secretary is hereby authorized and directed to file a certified copy of this ordinance with the County Clerk of Midland County, Texas, for purposes of recording in the Official Records of Midland County, Texas.

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

Council members voting "AYE":

Council members voting "NAY":

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

Council members voting "AYE":

Council members voting “NAY”:

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

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

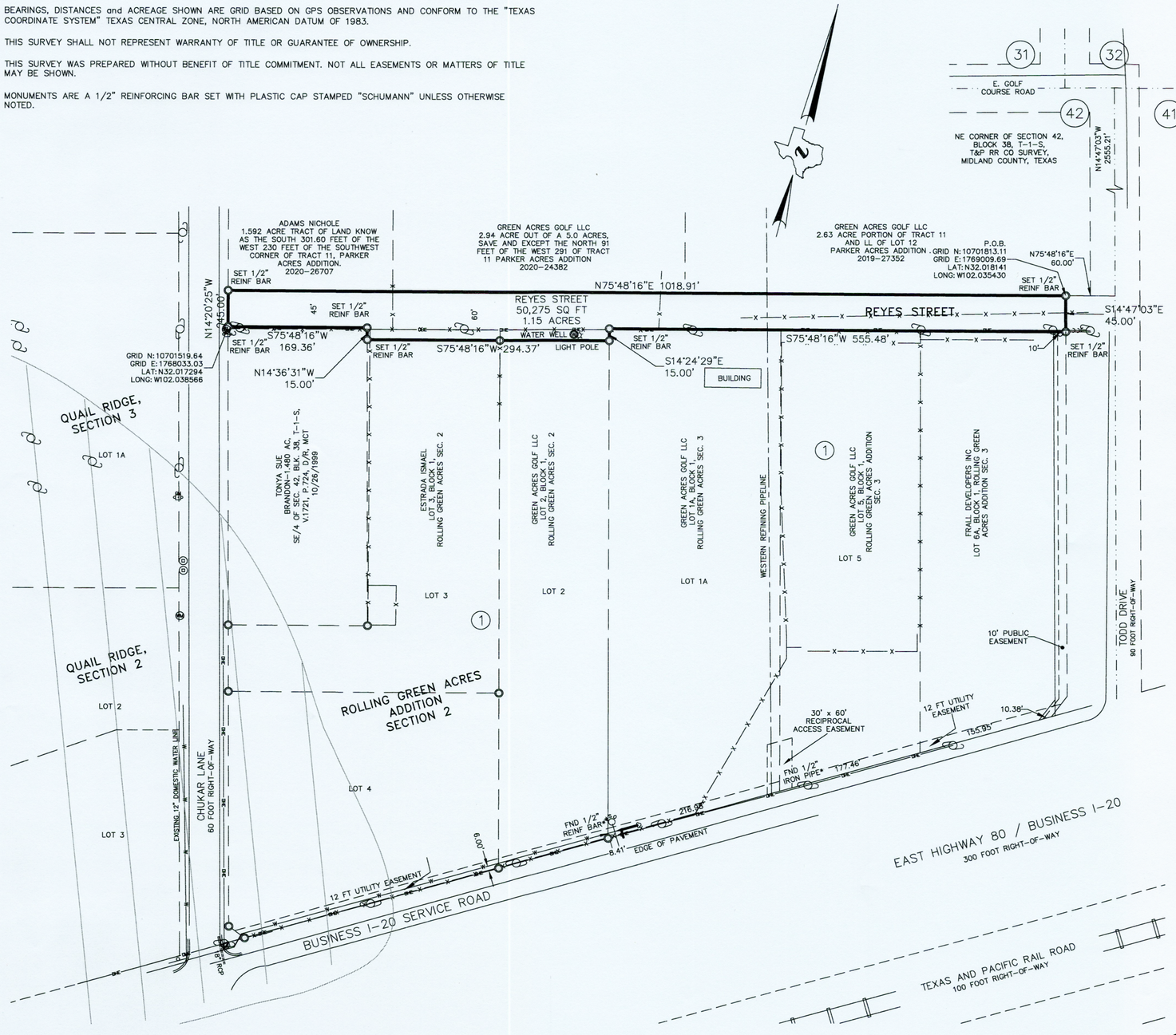
NOTES:

BEARINGS, DISTANCES and ACREAGE SHOWN ARE GRID BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

THIS SURVEY SHALL NOT REPRESENT WARRANTY OF TITLE OR GUARANTEE OF OWNERSHIP.

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF TITLE COMMITMENT. NOT ALL EASEMENTS OR MATTERS OF TITLE MAY BE SHOWN.

MONUMENTS ARE A 1/2" REINFORCING BAR SET WITH PLASTIC CAP STAMPED "SCHUMANN" UNLESS OTHERWISE NOTED.



FIELD NOTE DESCRIPTION OF A 1.15 ACRE TRACT OF LAND DEDICATED FOR THE RIGHT OF WAY OF REYES STREET LOCATED BETWEEN CHUKAR LANE AND TODD DRIVE IN THE NORTHEAST QUARTER OF SECTION 42, BLOCK 38, T-1-S, T&P RR CO SURVEY, IN THE CITY OF MIDLAND, MIDLAND COUNTY TEXAS, SAID 1.15 ACRE TRACT OF LAND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" REINF BAR SET (N:10701813.11, E:1769009.69) IN THE NORTH RIGHT OF WAY LINE OF REYES STREET AND THE SOUTH LINE OF TRACT 12 PARKER ACRES IN THE WEST RIGHT OF WAY LINE OF TODD DRIVE FOR THE NORTHEAST CORNER OF THIS TRACT FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 42, BLOCK 38, T-1-S, T&P RR CO SURVEY, MIDLAND COUNTY TEXAS BEARS NORTH 75°48'16" EAST 60.00 FEET AND NORTH 14°47'03" WEST 2555.21 FEET;

THENCE SOUTH 14°47'03" EAST 45.00 FEET TO A 1/2" REINF BAR FOUND IN THE SOUTH RIGHT OF WAY LINE OF REYES STREET FOR THE NORTHEAST CORNER OF LOT 6A, BLOCK 1, ROLLING GREEN ACRES ADDITION AND THE SOUTHEAST CORNER OF THIS TRACT;

THENCE SOUTH 75°48'16" WEST 555.48 FEET TO A 1/2" REINF BAR SET FOR THE NORTHWEST CORNER OF LOT 1A, BLOCK 1, ROLLING GREEN ACRES ADDITION FOR A CORNER OF THIS TRACT;

THENCE SOUTH 14°24'29" EAST 15.00 FEET TO A 1/2" REINF BAR SET FOR THE NORTHEAST CORNER OF LOT 2, BLOCK 1, ROLLING GREEN ACRES ADDITION FOR A CORNER OF THIS TRACT;

THENCE SOUTH 75°48'16" WEST 294.37 FEET TO A 1/2" REINF BAR SET FOR THE NORTHWEST CORNER OFLOT 3, BLOCK 1, ROLLING GREEN ACRES ADDITION FOR A CORNER OF THIS TRACT;

THENCE NORTH 14°36'31" WEST 15.00 FEET TO A 1/2" REINF BAR SET IN THE SOUTH RIGHT OF WAY LINE OF REYES STREET FOR THE NORTHEAST CORNER OF A 1.48 ACRE TRACT OF LAND AND A CORNER OF THIS TRACT;

THENCE SOUTH 75°48'16" WEST 169.36 FEET TO A 1/2" REINF BAR SET (N:10701519.64, E:1768033.03) IN THE EAST RIGHT OF WAY LINE CHUKAR LANE FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTH 14°20'25" WEST 45.00 FEET ALONG THE SAID EAST RIGHT OF WAY LINE OF CHUKAR LANE TO THE NORTH RIGHT OF WAY LINE OF REYES STREET FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE NORTH 75°48'16" EAST 1018.91 FEET ALONG THE SAID NORTH RIGHT OF WAY LINE OF REYES STREET TO THE POINT OF BEGINNING.

THAT I, RJ DAUM, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT 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 THE SUBDIVISION REGULATIONS OF THE CITY OF MIDLAND, TEXAS.

RJ DAUM
RPLS 4826

STATE OF TEXAS REGISTERED RJ DAUM 4826 PROFESSIONAL LAND SURVEYOR

SYMBOLS LEGEND

- PROPERTY CORNER
- POWER POLE
- OHE — OVERHEAD ELECTRIC
- GM GAS METER
- —x— WIRE FENCE
- RETIRED BREAKER BOX
- PROPERTY LINE
- GAS RISER
- W WATER WELL
- LOT LINES
- TELEPHONE PEDESTAL
- S SEWER MANHOLE

GRAPHIC SCALE
0 100' 200'
(IN FEET)
1 inch = 100 ft.

NO.	DATE	DESCRIPTION	BY

REV 5/6/2021

SCHUMANN ENGINEERING CO.
A LATERAL LAND COMPANY
CIVIL ENGINEERING - LAND SURVEYING
800 N. MARIENFELD STREET SUITE 100 MIDLAND, TEXAS 79701
TEXAS FIRM No. F1880 - TEXAS FIRM No. 10149500
Office (432) 684-5548

SURVEY

A 1.15 ACRE TRACT OF LAND

DEDICATED FOR
THE RIGHT OF WAY OF

REYES STREET
LOCATED BETWEEN CHUKAR LANE AND TODD DRIVE IN

THE NORTHEAST QUARTER OF SECTION 42, BLOCK 38, T-1-S, T&P RR CO SURVEY, IN THE CITY OF MIDLAND, MIDLAND COUNTY TEXAS

SCALE: 1" = 100'

PROJECT: 77823
JOB NO.: 77,823

MIDLAND
Feel the Energy!

Office of the City Manager

June 10, 2021

Midland City Council
City of Midland, Texas

RE: Request for vacation of a 1.15-acre portion of Reyes Street right-of-way located in Section 42, Block 38, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas

Dear Members of the City Council:

The above-referenced property has been appraised in accordance with Chapter 272 of the Texas Local Government Code. The fair market value of the property is $21,850.00. The property can be vacated and recorded in the Midland County Clerk's office when the City of Midland has received this amount from the adjoining property owner(s).

Very truly yours,

Robert Patrick
City Manager

EXHIBIT "B"

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

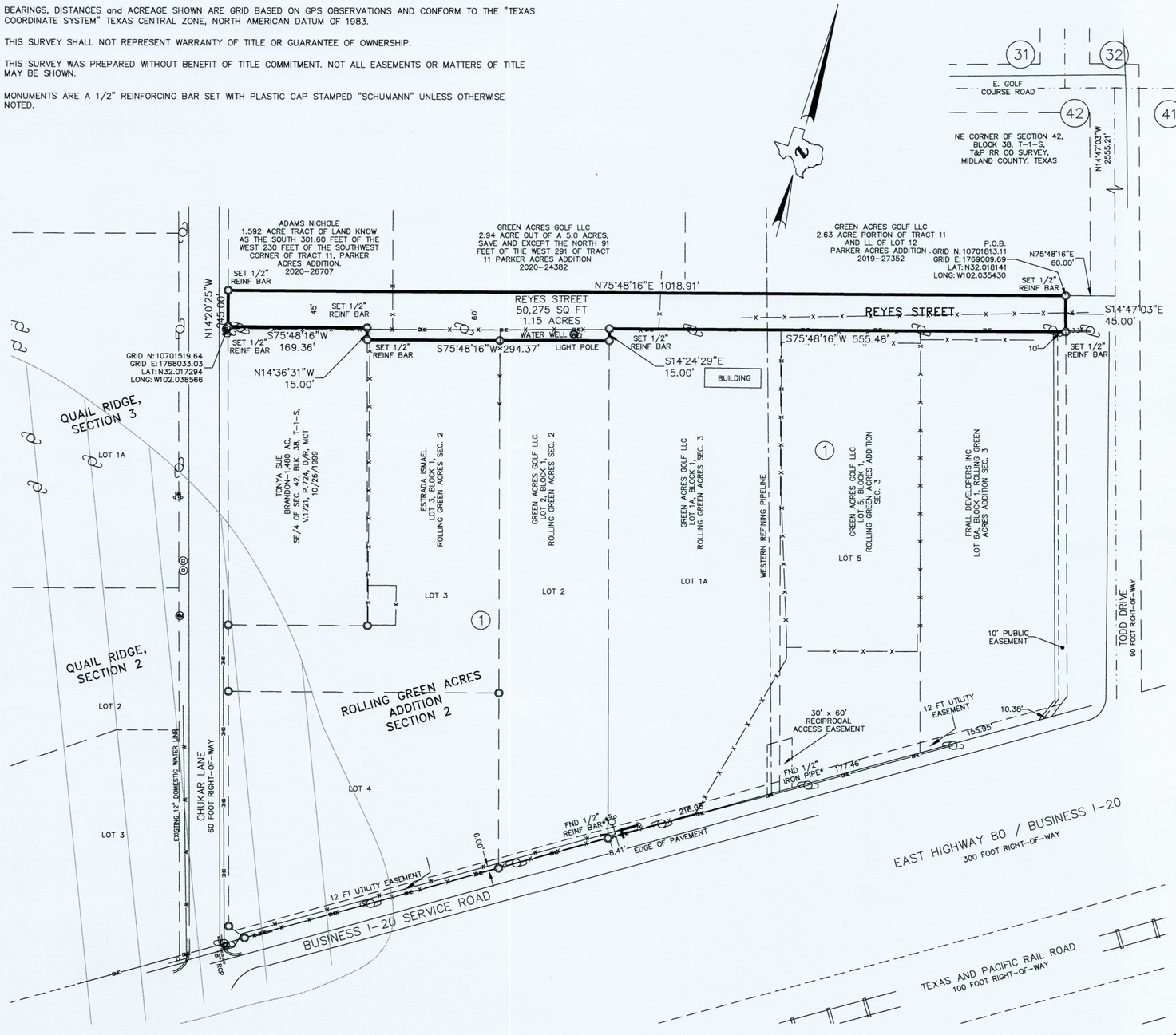
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RJ DAUM
RPLS 4826

STATE OF TEXAS REGISTERED RJ DAUM 4826 PROFESSIONAL LAND SURVEYOR

SYMBOLS LEGEND

PROPERTY CORNER	WIRE FENCE	WATER WELL
POWER POLE	RETIRED BREAKER BOX	LOT LINES
OHE OVERHEAD ELECTRIC	PROPERTY LINE	TELEPHONE PEDESTAL
GM GAS METER	GAS RISER	SEWER MANHOLE

GRAPHIC SCALE
0 100' 200'
(IN FEET)
1 inch = 100 ft.

NO.	DATE	DESCRIPTION	BY

REV 5/6/2021

SCHUMANN ENGINEERING CO.
A LATERAL LAND COMPANY
CIVIL ENGINEERING - LAND SURVEYING
800 N. MARIENFELD STREET SUITE 100 MIDLAND, TEXAS 79701
TEXAS FIRM No. F1880 - TEXAS FIRM No. 10149500
Office (432) 684-5548

SURVEY

A 1.15 ACRE TRACT OF LAND

DEDICATED FOR
THE RIGHT OF WAY OF

REYES STREET
LOCATED BETWEEN CHUKAR LANE AND TODD DRIVE IN

THE NORTHEAST QUARTER OF SECTION 42, BLOCK 38, T-1-S, T&P RR CO SURVEY, IN THE CITY OF MIDLAND, MIDLAND COUNTY TEXAS

SCALE: 1" = 100'

PROJECT: 77823
JOB NO.: 77,823

MIDLAND
Planning Division

Vacate Right-of-Way/Public Utility Easement/Land/Street Application

Project Number: V-21-0035

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)*		Phone: (432) 349-5471 Email: emcginnis@crownquest.com	
Printed Name: Green Acres Golf, LLC			
Address: P.O. BOX 52268	City: MIDLAND	State: TX	Zip: 79710

Application is hereby made to the City Council to vacate the following:

- ■ Right-of-Way
- ■ Public Utility Easement
- ☐ Land
- ☐ Street

Description of Address: That strip of land referenced in Dedication dated March 1, 1946, recorded in Volume 87, Page 571, Public Records of Midland County, Texas, and further described in plat of record dated March 8, 1946, recorded in Volume 87, Page 570, Public Records of Midland County, Texas (each instrument attached hereto).

Reason for Request: Green Acres Golf, LLC ("GAC") is the owner and developer of the surface lands directly adjacent to the north and south of the above described lands. In order to fully and prudently develop the described and adjacent lands, GAC respectfully requests that the City of Midland vacate any and all applicable rights of way and/or easements tied to the above described lands.

Reasons, in applicant's opinion, why the requested vacation will not adversely affect the public welfare or will contribute to it in a positive way: GAC has discussed the aforementioned vacation request in detail with Jose Ortiz (COM Engineering Services Director), and Matt Carr (COM City Engineer). Based on our discussions it is GAC's understanding that the City of Midland has no current or foreseeable future need to utilize said rights of way and/or easements. Further, the vacation will promote the continued development of the Green Acres Mini Golf recreational area. Once complete, Green Acres Mini Golf will provide economic, aesthetic, and recreation benefits to the City of Midland. The hope is that GAC will be able to improve and develop lands adjacent to the above described lands for future development.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Sealed metes and bounds description of the property to be vacated (included on the map) and total square feet of vacation. Include ownership, legal and deed information for adjacent property owners
- Digital Copies of Survey (PDF/JPEG)

Utility Company Approval

Clearance is needed from the following utility companies:

- ☒ City of Midland
- ☐ Atmos Energy
- ☒ Oncor Electric
- ☐ AT&T
- ☒ Suddenlink Cable TV Co.
- ☐ Grande Communications

The City will route the request to these companies, but it is the applicant's responsibility to ensure clearance has been obtained to resolve any issues that may arise.

Policies

1. If the vacation request involves only a portion of a section right-of-way, such that approval would not affect the public's ability to travel along said right-of-way, then the request will be scheduled for consideration by the City Council. No public hearing will be needed.

2. If the vacation request involves an entire section of right-of-way, such that approval would cause the public to lose all rights to use it, then the following procedures apply:

   a. Nearby land owners who have a reasonable expectation to use said right-of-way, as determined by the Transportation Division, must first agree to the proposed vacation. It is the applicant's responsibility to obtain a letter of concurrence signed by the affected landowners.

   b. If all letters are received indicating that the affected landowners agree to the request, then a public hearing before the City Council will be scheduled. The Planning Division will mail public notice of the hearing to landowners within 400 feet of the affected right-of-way.

Signatures

Applicant (signature): Jeffrey T. Beard		Date: 5-4-21
Affected Property Owners:		
Signature:	Print:	Date:
Signature:	Print:	Date
Signature:	Print:	Date
Signature:	Print:	Date

The Vacation of right-of-way/public utility easement/land/street shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

FOR OFFICE USE ONLY

☐ 1 FOLDED Copy of Survey ☐ Survey in Digital Format (PDF/JPEG)

☐ Application Fee

Check #_____

Received By:	Date:

****Application will not be considered for scheduling until reviewed by a planner.****

Policies

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   b. If all letters are received indicating that the affected landowners agree to the request, then a public hearing before the City Council will be scheduled. The Planning Division will mail public notice of the hearing to landowners within 400 feet of the affected right-of-way.

Signatures

Applicant (signature):		Date:
Affected Property Owners:		
Signature:	Print:	Date:
Signature: Nicole Adams	Print: Nicole Adams	Date 3/23/20
Signature:	Print: Doug/ASR Adams	Date 03/23/2
Signature:	Print:	Date

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☐ Application Fee

Check #_____

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Signatures		
Applicant (signature):		Date:
Affected Property Owners:		
Signature: Tonya B	Print: Tonya Brandon	Date: 4/23/21
Signature:	Print:	Date
Signature:	Print:	Date
Signature:	Print:	Date

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☐ Application Fee Check #_____	
Received By:	Date:

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   b. If all letters are received indicating that the affected landowners agree to the request, then a public hearing before the City Council will be scheduled. The Planning Division will mail public notice of the hearing to landowners within 400 feet of the affected right-of-way.

Signatures

Applicant (signature):		Date:
Affected Property Owners:		
Signature: Ismael Estrada	Print: Ismael Estrada	Date: 2/ 8 / 2021
Signature:	Print:	Date
Signature:	Print:	Date
Signature:	Print:	Date

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☐ Application Fee

Check #_____

Received By:	Date:

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   b. If all letters are received indicating that the affected landowners agree to the request, then a public hearing before the City Council will be scheduled. The Planning Division will mail public notice of the hearing to landowners within 400 feet of the affected right-of-way.

Signatures

Applicant (signature):		Date:
Affected Property Owners:		
Signature:	Print: JAMES M. FREY, PRESIDENT FRALL DEVELOPERS, INC.	Date: 2/23/2021
Signature:	Print:	Date
Signature:	Print:	Date
Signature:	Print:	Date

The Vacation of right-of-way/public utility easement/land/street shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

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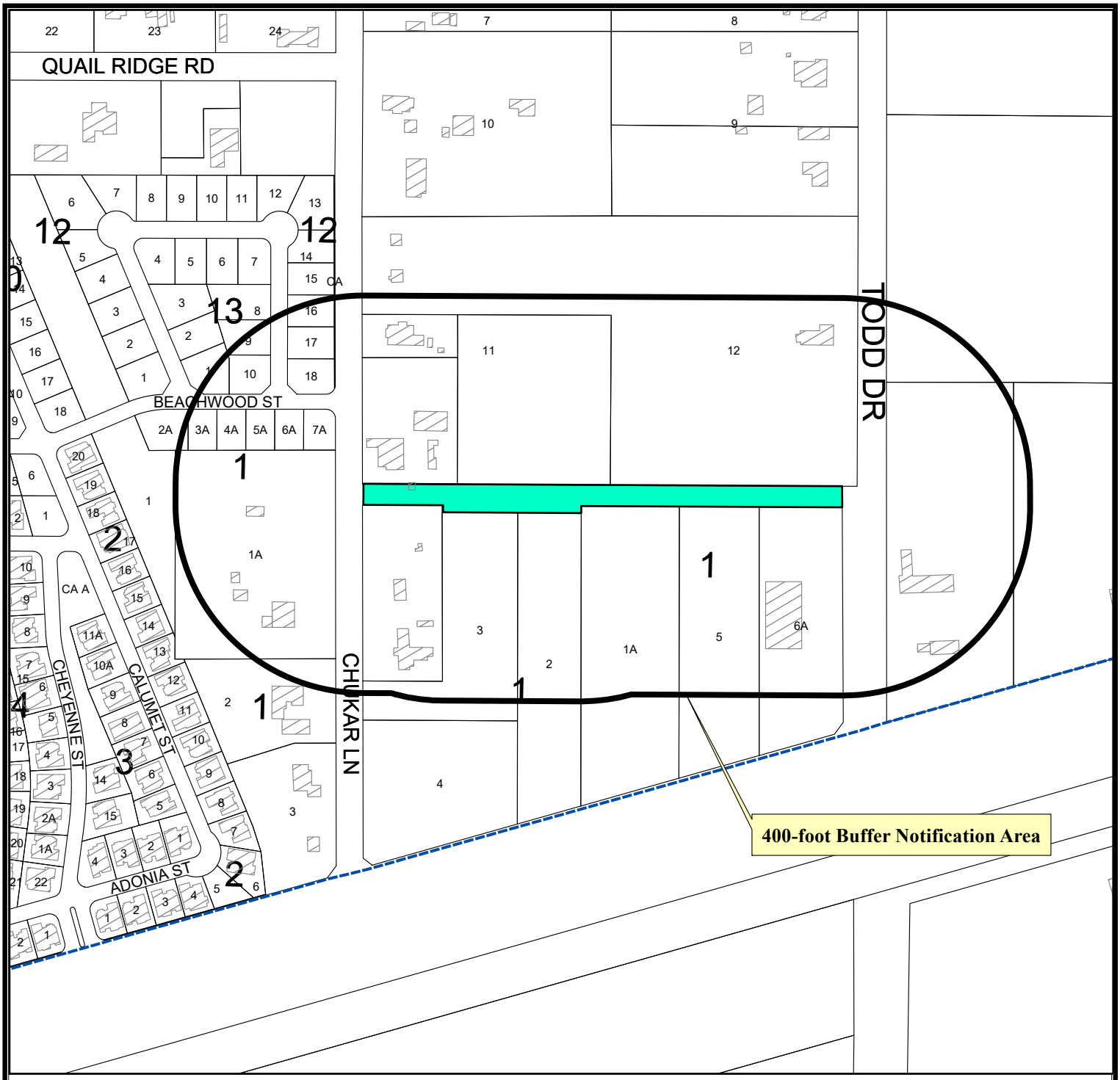
☐ 1 FOLDED Copy of Survey ☐ Survey in Digital Format (PDF/JPEG)

☐ Application Fee

Check #_____

Received By:	Date:

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

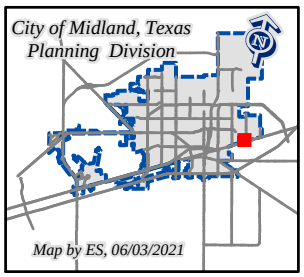
V-21-0035 **Scale: 1" = 250'**

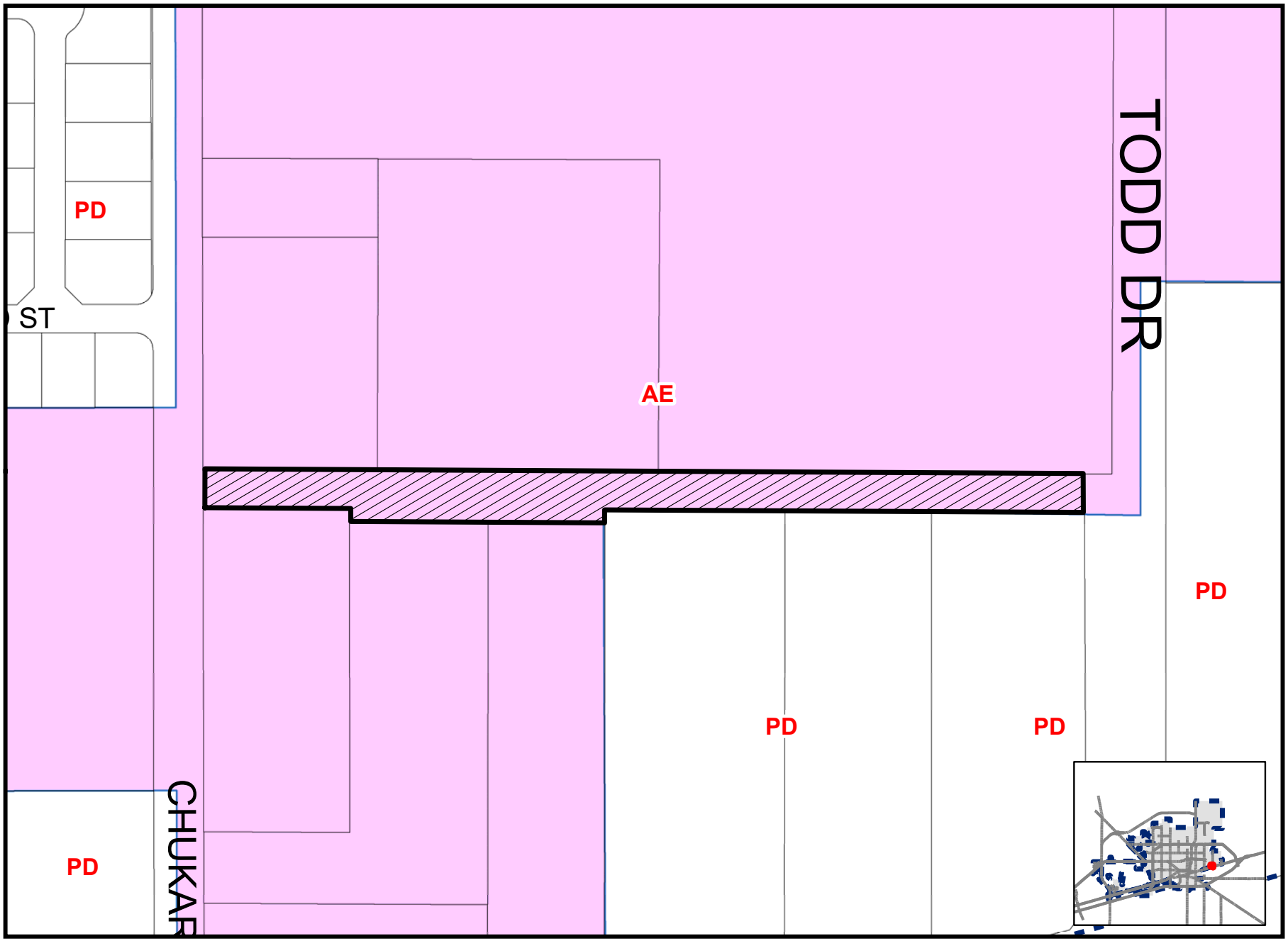
Consider a request for a vacation of a 1.15-acre portion of Reyes Street right-of-way, located in Section 42, Block 38, T-1-S, T&P RR CO Survey, City and County of Midland, Texas.

Generally located between Chukar Lane and Todd Drive, approximately 823 feet north of E. Business Interstate 20. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS
- VACATION AREA





Map By ES, 6/08/2021

Z-21-0035

Scale: 1" = 200'

ZONING MAP

NOR IS IT DESIGNED
INFORMATION CONTAINED
THE USE OF THIS DATA.

Elizabeth Shaughnessy

From: drambo@midcad.org
Sent: Thursday, June 10, 2021 3:47 PM
To: Elizabeth Shaughnessy
Subject: Re: Vacation request for Green Acres Golf, LLC

Elizabeth:

The vacation area requested is appraised at $ 19,000 per acre...or $21,850.

Dennis Rambo
Assistant Chief Appraiser
Midland Central Appraisal District
432 699 4991 ext 3030
432 689 7185 fax

From:	Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
To:	Dennis Rambo <drambo@midcad.org>
Date:	06/04/2021 02:48 PM
Subject:	Vacation request for Green Acres Golf, LLC

Mr. Rambo,

The Green Acres Golf, LLC has submitted a request to vacate the above described Right of Way (see attached exhibits). Please advise if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7407 if you have any questions. You can send your response via email to eshaughnessy@midlandtexas.gov.

Thank you for your assistance.

Respectfully,

Elizabeth Shaughnessy
Senior Planner|Development Services
O. 432-685-7400
E. eshaughnessy@midlandtexas.gov

MIDLAND
Feel the Energy!

300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act. Please reply only to the sender.

[attachment "V-21-0035, Plat.pdf" deleted by Dennis Rambo/MCAD] [attachment "V-21-0035, TaxVacMCAD vac ltr.pdf" deleted by Dennis Rambo/MCAD] [attachment "V-21-0035, Location Map.pdf" deleted by Dennis Rambo/MCAD]

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

Elizabeth Shaughnessy

From: Bradley Ritter <Bradley.Ritter@AlticeUSA.com>
Sent: Tuesday, June 8, 2021 2:12 PM
To: Elizabeth Shaughnessy; Luis Montez
Cc: Eron Zapata
Subject: RE: External E-mail - Vacation request for Green Acres Golf, LLC

If the city Vacates the area that really doesn't affect us as long as the Utility Easements stay in place and are not altered. If the Utility Easements are needing to be altered the owner of the area will be responsible for the cost it will take for us to relocate in full before we will move any of our plant.

Thank You,

altice
Supervisor Ops.
Abilene, Midland, & San Angelo System's
Altice USA
P: (806)771-6256
C: (806)241-0488
E: Bradley.Ritter@AlticeTechServicesUSA.com
A: 6710 Hartford Ave. Lubbock,Tx. 79413

From: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Sent: Tuesday, June 8, 2021 2:05 PM
To: Luis Montez <Luis.Montez@AlticeUSA.com>
Cc: Bradley Ritter <Bradley.Ritter@AlticeUSA.com>; Eron Zapata <Eron.Zapata@AlticeUSA.com>
Subject: RE: External E-mail - Vacation request for Green Acres Golf, LLC

[External Email]

Caution: This email originated outside of Altice USA. Please do not click links or attachments unless you recognize the sender and know the content is safe.

Good Afternoon,

If they leave a utility easement, would you be ok with the vacation?

Respectfully,

Elizabeth Shaughnessy
Senior Planner|Development Services
O. 432-685-7400
E. eshaughnessy@midlandtexas.gov

300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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From: Luis Montez <Luis.Montez@AlticeUSA.com>
Sent: Monday, June 7, 2021 9:18 AM
To: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Cc: Bradley Ritter <Bradley.Ritter@AlticeUSA.com>; Eron Zapata <Eron.Zapata@AlticeUSA.com>
Subject: RE: External E-mail - Vacation request for Green Acres Golf, LLC

Ms. Shaughnessy,
We "Suddenlink Communications" have, 96 Ct. aerial fiber & some aerial coax on those poles in that easement. **We will not vacate,** if we need to relocate, that cost will be at the owners expense.

From: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Sent: Friday, June 4, 2021 2:45 PM
To: Luis Montez <Luis.Montez@AlticeUSA.com>
Subject: External E-mail - Vacation request for Green Acres Golf, LLC

[External Email]

Caution: This email originated outside of Altice USA. Please do not click links or attachments unless you recognize the sender and know the content is safe.

Dear Mr. Montez:

The Green Acres Golf, LLC has submitted a request to vacate the above described Right of Way (see attached exhibits). Please advise if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7407 if you have any questions. You can send your response via email to eshaughnessy@midlandtexas.gov.

Thank you for your assistance.

Respectfully,

Elizabeth Shaughnessy
Senior Planner|Development Services
O. 432-685-7400
E. eshaughnessy@midlandtexas.gov



300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

Elizabeth Shaughnessy

From: UNDERWOOD, JERRY D <ju1659@att.com>
Sent: Tuesday, June 8, 2021 2:14 PM
To: Elizabeth Shaughnessy
Subject: RE: Vacation request for Green Acres Golf, LLC

Good afternoon,

Sorry, AT&T doesn't have any issues with this.

Thanks,
Jerry

From: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Sent: Tuesday, June 8, 2021 2:09 PM
To: UNDERWOOD, JERRY D <ju1659@att.com>
Subject: RE: Vacation request for Green Acres Golf, LLC

Good Afternoon,

Hope all is well. Just follow up so see if you has an update on this request.

Respectfully,

Elizabeth Shaughnessy
Senior Planner|Development Services
O. 432-685-7400
E. eshaughnessy@midlandtexas.gov



300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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From: Elizabeth Shaughnessy
Sent: Friday, June 4, 2021 2:29 PM
To: Jerry Underwood <ju1659@att.com>
Subject: Vacation request for Green Acres Golf, LLC

Dear Mr. Underwood:

The Green Acres Golf, LLC has submitted a request to vacate the above described Right of Way (see attached exhibits). Please advise if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7407 if you have any questions. You can send your response via email to eshaughnessy@midlandtexas.gov.

Thank you for your assistance.

Respectfully,

Elizabeth Shaughnessy
Senior Planner|Development Services
O. 432-685-7400
E. eshaughnessy@midlandtexas.gov





300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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ATMOS ENERGY

West Texas Division
P.O. Box 1111,
Midland, Texas 79702

City of Midland
Elizabeth Shaughnessy
300 N. Loraine
Midland, Texas 79701

June 7, 2021

Re: Case Name: Green Acres Golf, LLC
Case Number: V-21-0035

Ms. Shaughnessy,

Atmos Energy has no objection to the above referenced changes proposed to the Reyes Street right of way located between Chuker Lane and Todd Rd. We currently have no gas lines or facilities located within this section of right of way.
Please let me know if you have any further questions.

Sincerely,

Mark Lieb

Mark Lieb
Project Specialist
Atmos Energy/Permian Basin
432-617-3447 office
432-967-0370 cell
mark.lieb@atmosenergy.com

Elizabeth Shaughnessy

From: Vicki Byler <vicki.byler@mygrande.com>
Sent: Monday, June 7, 2021 6:46 AM
To: Elizabeth Shaughnessy
Subject: Re: Vacation request for Green Acres Golf, LLC

Elizabeth,

Grande does not have utilities in this area.

Thanks,

Vicki

On Fri, Jun 4, 2021 at 2:47 PM Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov> wrote:

> Dear Mrs. Byler:
>
> The Green Acres Golf, LLC has submitted a request to vacate the above described Right of Way (see attached exhibits). Please advise if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7407 if you have any questions. You can send your response via email to eshaughnessy@midlandtexas.gov.
>
> Thank you for your assistance.
>
> Respectfully,
>
> Elizabeth Shaughnessy
>
> Senior Planner|Development Services
>
> O. 432-685-7400
>
> E. eshaughnessy@midlandtexas.gov







300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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Elizabeth Shaughnessy

From: drambo@midcad.org
Sent: Thursday, June 10, 2021 3:47 PM
To: Elizabeth Shaughnessy
Subject: Re: Vacation request for Green Acres Golf, LLC

Elizabeth:

The vacation area requested is appraised at $ 19,000 per acre...or $21,850.

Dennis Rambo
Assistant Chief Appraiser
Midland Central Appraisal District
432 699 4991 ext 3030
432 689 7185 fax

From:	Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
To:	Dennis Rambo <drambo@midcad.org>
Date:	06/04/2021 02:48 PM
Subject:	Vacation request for Green Acres Golf, LLC

Mr. Rambo,

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Thank you for your assistance.

Respectfully,

Elizabeth Shaughnessy
Senior Planner|Development Services
O. 432-685-7400
E. eshaughnessy@midlandtexas.gov

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300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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[attachment "V-21-0035, Plat.pdf" deleted by Dennis Rambo/MCAD] [attachment "V-21-0035, TaxVacMCAD vac ltr.pdf" deleted by Dennis Rambo/MCAD] [attachment "V-21-0035, Location Map.pdf" deleted by Dennis Rambo/MCAD]

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2214


MIDLAND





City Council Meeting

Item Number: 18

Meeting Date: July 13, 2021

To: City Council / City Manager

From: Elizabeth Shaughnessy, Senior Planner

Subject: AN ORDINANCE VACATING AND ABANDONING A 0.65-ACRE PORTION OF WASHITA STREET RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 24 THROUGH 27 AND LOTS 30 AND 31, BLOCK 2, 349 RANCH ESTATES, SECTION 2, AND LOT 28A, BLOCK 2, 349 RANCH ESTATES, SECTION 14, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF STATE HIGHWAY 349, APPROXIMATELY 527 FEET SOUTH OF TEJAS); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $28,203.00; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 1)

Purpose:

The applicant Maverick Engineering is requesting to vacate the 0.65-acre portion of Washita Street right-of-way, located adjacent to Lots 24 through 27 and Lots 30 and 31, Block 2, 349 Ranch Estates, Section 2; and Lot 28 A, Block 2, 349 Ranch Estates, Section 14; City and County of Midland, Texas, for the ownership of a private road.

Recommended City Council Action:

Approve

Fiscal Impact:

The appraised value of the alley right-of-way is $1.00 per square feet or $28,203.00.

Discussion:

The applicant Maverick Engineering is requesting to vacate the 0.65-acre (28,209 sqft) Washita Street right-of-way, located adjacent to Lots 24 through 27 and Lots 30 and 31, Block 2, 349 Ranch Estates, Section 2; and Lot 28 A, Block 2, 349 Ranch Estates, Section 14; City and County of Midland, Texas, for the ownership of a private road.

The Midland Central's Appraisal District's appraisal of the land is $1.00 per square foot, for a total value of $28,203.00.

The applicants will need to retain an easement for all affected utilities.

This request has been circulated and reviewed by all pertinent City departments and franchise utility companies. Their comments, conditions, and requests are as follows:

Code Compliance: (Approved)

No Oil and Gas issues.

Engineering: (Approved)

Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

No objections to vacation.

Fire: (Approved)

No objections.

Transportation: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

Code Administration:

No objection.

AT&T:

AT&T doesn't have anything in that ROW, I am good with vacating.

Atmos:

We do not have any utilities on the said street but we do have some paralleling 349. I don't think it will be a problem.



Grande:

Grande Communications does not have any facilities in the Right-of-Way. Grande has no objections to the requested Vacate.

Midland Central Appraisal District:

The value of the Washita vacation request is $ 1.00 per square foot or $ 28,203.00

Oncor:

Oncor Electric Delivery has no objection to the vacation of the above referenced right-of-way along the platted alley way located at 349 Ranch Estates, Section 2, in Block X, located in the City of Midland. Oncor Electric has no overhead or underground electric facilities located in the area noted to vacate on the indicated plat.

Suddenlink:

Suddenlink is good with the vacated area as long as the Utility Easements do not change that we are currently utilizing.

Planning:

Pertinent City departments and franchise utility companies have reviewed this vacation request and have approved it with the condition that a utility easement is retained.

The City Council approved this request with the amendment that the vacation fee be waived at the June 22, 2021 meeting.

Therefore, staff recommends approval for the vacation of the 0.65-acre portion of Washita Street right-of-way, located adjacent to Lots 24 through 27 and Lots 30 and 31, Block 2, 349 Ranch Estates, Section 2; and Lot 28 A, Block 2, 349 Ranch Estates, Section 14; City and County of Midland, Texas, subject to conditions A and C.

Conditions:

A. **That the City of Midland has received from the property owner the sum of $28,203.00.**

B. **That an accessible nonexclusive utility easement is retained.**

C. **That a re-plat of the subject property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County.**

Letters of Objection:

As of June 16, 2021, staff has not received any letters of objection to this request.

Attachments:

Application
Maps
Vacation Survey (Exhibits A)
Responses from Franchise Utility Companies and Midland Central Appraisal District

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE VACATING AND ABANDONING A 0.65-ACRE PORTION OF WASHITA STREET RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 24 THROUGH 27 AND LOTS 30 AND 31, BLOCK 2, 349 RANCH ESTATES, SECTION 2, AND LOT 28A, BLOCK 2, 349 RANCH ESTATES, SECTION 14, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF STATE HIGHWAY 349, APPROXIMATELY 527 FEET SOUTH OF TEJAS); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $28,203.00; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, it has been determined by the Midland City Council that a 0.65-acre portion of Washita Street right-of-way located adjacent to Lots 24 through 27 and Lots 30 and 31, Block 2, 349 Ranch Estates, Section 2, and Lot 28A, Block 2, 349 Ranch Estates, Section 14, City and County of Midland, Texas, as described in Exhibit "A" attached hereto and made a part hereof for all legal purposes (the "Property"), is no longer needed for public use; and

WHEREAS, Section 272.001 of the Texas Local Government Code provides that a political subdivision may not convey, sell, or exchange its interest in land without observing notice and bid requirements, unless the conveyance is to one or more abutting property owners; and

WHEREAS, an application for vacating the Property has been received by the City from the abutting property owner; and

WHEREAS, the City Manager has appraised the value of the City's property interest in the Property at $28,203.00, as shown in Exhibit "B" attached hereto and incorporated herein by reference; and

WHEREAS, the Council finds it to be in the public interest to abandon and vacate the Property;

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

SECTION ONE. That the Property is hereby vacated and abandoned for all public purposes. Provided, however, that the City is hereby abandoning only the public interest in the Property, and this ordinance in no way affects any private easement or access easement which abutting property owners may have in the Property.

SECTION TWO. That this ordinance shall not be effective until a replat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.

SECTION THREE. That the City herein retains an accessible nonexclusive utility easement across, through, over, under, on and along the Property until all entities that were using the Property for utility purposes as of the date of approval of this ordinance have abandoned their uses of the Property.

SECTION FOUR. That the City Secretary is hereby authorized and directed to file a certified copy of this ordinance with the County Clerk of Midland County, Texas, for purposes of recording in the Official Records of Midland County, Texas.

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

Council members voting "AYE":

Council members voting "NAY":

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

Council members voting "AYE":

Council members voting "NAY":

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

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND
Feel the Energy!

Office of the City Manager

June 10, 2021

Midland City Council
City of Midland, Texas

RE: Request for vacation of a 0.65-acre portion of Washita Street right-of-way located adjacent to Lots 24 through 27 and Lots 30 and 31, Block 2, 349 Ranch Estates, Section 2, and Lot 28A, Block 2, 349 Ranch Estates, Section 14, City and County of Midland, Texas

Dear Members of the City Council:

The above-referenced property has been appraised in accordance with Chapter 272 of the Texas Local Government Code. The fair market value of the property is $28,203.00. The property can be vacated and recorded in the Midland County Clerk's office when the City of Midland has received this amount from the adjoining property owner(s).

Very truly yours,

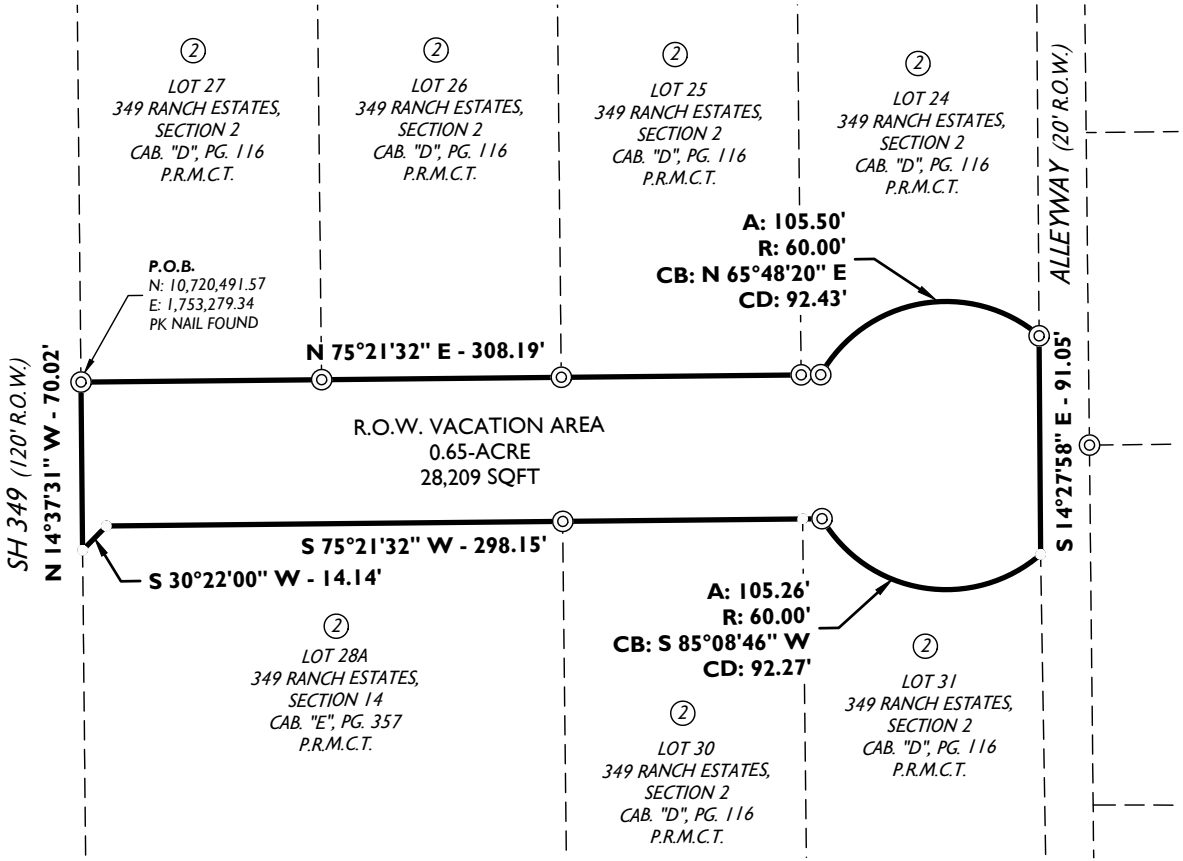
Robert Patrick
City Manager

EXHIBIT "B"

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

"EXHIBIT A"

OF A 0.65 ACRE TRACT OF LAND, SITUATED IN SECTION 12, BLOCK X, H. P. HILLIARD SURVEY, MIDLAND COUNTY, TEXAS, FOR THE ABANDONMENT OF A PORTION OF WASHITA STREET AS DEPICTED ON THE PLAT OF 349 RANCH ESTATES, SECTION 2, AN ADDITION TO THE CITY OF MIDLAND, TEXAS



LEGEND

◎	FOUND 1/2" IRON ROD UNLESS MARKED
○	RECORD LOT CORNER
D.R.M.C.T.	DEED RECORDS MIDLAND CO. TX
P.R.M.C.T.	PLAT RECORDS MIDLAND CO. TX
– – – – –	EXISTING LOTS
———	PARENT TRACT BOUNDARY



0' 80' 160'

ORIGINAL SCALE : 1"- 80'

LEGAL DESCRIPTION

FIELD NOTE DESCRIPTION OF A 0.65 ACRE TRACT OF LAND, SITUATED IN SECTION 12, BLOCK X, H. P. HILLIARD SURVEY, MIDLAND COUNTY, TEXAS, FOR THE ABANDONMENT OF "WASHITA STREET" AS DEPICTED ON THE PLAT OF "349 RANCH ESTATES, SECTION 2", RECORDED IN CABINET D ON PAGE 116 OF THE PLAT RECORDS OF SAID MIDLAND COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

***BEGINNING** AT N.(Y):10720491.57, E.(X):1753279.34, A P. K. NAIL FOUND AND ACCEPTED AS THE SOUTHWEST CORNER OF LOT 27 OF SAID 349 RANCH ESTATES SECTION 2 ON THE EAST RIGHT-OF-WAY LINE OF STATE HIGHWAY 349 FOR THE NORTHWEST CORNER HEREOF;*

***THENCE** N.75°21'32"E., ALONG THE NORTH LINE OF SAID "WASHITA STREET", AT 100.24 FEET PASSING A ONE HALF INCH IRON ROD AT THE SOUTHEAST CORNER OF SAID LOT 27, AT 200.11 FEET PASSING A ONE HALF INCH IRON ROD AT THE SOUTHEAST CORNER OF SAID LOT 26, AT 300.04 FEET PASSING A ONE HALF INCH IRON ROD AT THE SOUTHEAST CORNER OF SAID LOT 25, IN ALL 308.19 FEET TO A ONE HALF INCH IRON ROD FOUND AT THE POINT OF CURVATURE FOR A PORTION OF A CUL-DE-SAC TO THE RIGHT HAVING A RADIUS OF 60.00 FEET AND A CHORD BEARING AND DISTANCE OF N.65°48'20"E., 92.43 FEET;*

***THENCE** AROUND THE ARC OF SAID PORTION OF SAID CUL-DE-SAC AN ARC DISTANCE OF 105.50 FEET TO A ONE HALF INCH IRON ROD FOUND AT THE POINT OF TANGENCY ON THE EAST LINE OF AN ALLEY AS DEPICTED ON SAID PLAT;*

***THENCE** S.14°27'58"E., ALONG SAID ALLEY 91.05 FEET TO THE POINT OF CURVATURE FOR THE REMAINING PORTION OF SAID CUL-DE-SAC TO THE RIGHT HAVING A RADIUS OF 60.00 FEET AND A CHORD BEARING AND DISTANCE OF S.85°08'46"W., 92.27 FEET;*

***THENCE** AROUND THE ARC OF SAID REMAINING PORTION OF SAID CUL-DE-SAC AN ARC DISTANCE OF 105.26 FEET TO A ONE HALF INCH IRON ROD FOUND AT THE POINT OF TANGENCY ON THE SOUTH LINE OF SAID WASHITA STREET;*

***THENCE** S.75°21'32"W., ALONG THE SOUTH LINE OF SAID "WASHITA STREET", AT 108.05 FEET PASSING A ONE HALF INCH IRON ROD AT THE NORTHWEST CORNER OF LOT 30, IN ALL 298.15 FEET TO A POINT FOR A CUTBACK CORNER ON SAID WASHITA STREET AND LOT 28A, BLOCK 2, "349 RANCH ESTATES SECTION 14" RECORDED IN CABINET E ON PAGE 357 OF SAID PLAT RECORDS ;*

***THENCE** S.30°22'00"W., ACROSS SAID CUTBACK 14.14 FEET TO A POINT IN SAID EAST RIGHT-OF- WAY LINE OF SAID STATE HIGHWAY 349 AT THE WEST NORTHWEST CORNER OF SAID LOT 28A FOR THE SOUTHWEST CORNER HEREOF;*

***THENCE** N.14°37'31"W., ALONG SAID EAST RIGHT-OF-WAY LINE, CROSSING SAID "WASHITA STREET". 70.02 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.65 ACRE OF LAND.*

I GREGORY W. SHOULTS DO HEREBY CERTIFY THAT THIS PLAT IS BASED UPON FIELD NOTES OR ELECTRONIC DATA OF AN ACTUAL ON THE GROUND SURVEY AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GREGORY W. SHOULTS R.P.L.S.#5356

10 MAY 2021



BEARING BASIS

BASIS OF BEARING, DISTANCE AND COORDINATES ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, NAD 83, U.S. SURVEY FOOT.

MAVERICK

ENGINEERING / SURVEY / WATER RESOURCES

1909 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0989 Fax: (432) 262-0989
www.Maverick-Eng.com

MIDLAND
Planning Division

Vacate Right-of-Way/Public Utility Easement/Land/Street Application

Project Number: V-21-0034

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Maverick Engineering		Phone (432)262-0999 Email phuckaba@maverick-eng.com	
Address 1909 W Wall St Ste K	City Midland	State TX	Zip 79701

Application is hereby made to the City Council to vacate the following:

- ☐ Right-of-Way
- ☐ Public Utility Easement
- ☐ Land
- ☒ Street

Description of Address: Washita St. 0.68 Acres, 29,481 sq.ft., situated in Section 12, Block X, H.P. Hilliard Survey, Midland County, TX

Reason for Request: Ownership for Private Road reasons

Reasons, in applicant's opinion, why the requested vacation will not adversely affect the public welfare or will contribute to it in a positive way: This development will positively impact the public by allowing the applicant to make improvements to currently unimproved property

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Sealed metes and bounds description of the property to be vacated (included on the map) and total square feet of vacation. Include ownership, legal and deed information for adjacent property owners
- Digital Copies of Survey (PDF/JPEG)

Utility Company Approval

Clearance is needed from the following utility companies:

- City of Midland
- AT&T
- Atmos Energy
- Suddenlink Cable TV Co.
- Oncor Electric
- Grande Communications

The City will route the request to these companies, but it is the applicant's responsibility to ensure clearance has been obtained to resolve any issues that may arise.

Policies

1. If the vacation request involves only a portion of a section right-of-way, such that approval would not affect the public's ability to travel along said right-of-way, then the request will be scheduled for consideration by the City Council. No public hearing will be needed.

2. If the vacation request involves an entire section of right-of-way, such that approval would cause the public to lose all rights to use it, then the following procedures apply:

   a. Nearby land owners who have a reasonable expectation to use said right-of-way, as determined by the Transportation Division, must first agree to the proposed vacation. It is the applicant's responsibility to obtain a letter of concurrence signed by the affected landowners.

   b. If all letters are received indicating that the affected landowners agree to the request, then a public hearing before the City Council will be scheduled. The Transportation Division will mail public notice of the hearing to landowners within 400 feet of the affected right-of-way.

   c. If a request is approved, the right-of-way shall be divided into two equal parts, with each half becoming the property of the respective abutting owner. If the applicant desires to own the entire width, he or she must negotiate with the opposite landowner.

Signatures

Applicant (signature):		Date: 04/16/2021
Affected Property Owners:		
Signature: John C Schaubauer	Print: John C. Schaubauer	Date: 4/29/21
Signature:	Print:	Date
Signature:	Print:	Date
Signature:	Print:	Date

The Vacation of right-of-way/public utility easement/land/street shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

FOR OFFICE USE ONLY

☑ 1 FOLDED Copy of Survey ☑ Survey in Digital Format (PDF/JPEG)

☑ Application Fee

Check # 3428

Received By: Joseph Marquez Date:

RECEIVED
MAY 0 5 2021
BY:

**** Application will not be considered for scheduling until reviewed by a planner ****



LOCATION MAP

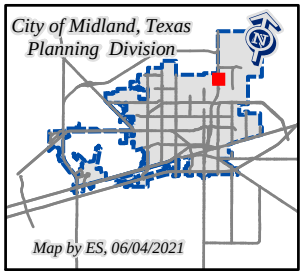
V-21-0034 **Scale: 1" = 250'**

Consider a request for a vacation of a 0.65-acre portion of Washita Street right-of-way, located adjacent to Lots 24 through 27 and Lots 30 and 31, Block 2, 349 Ranch Estates, Section 2; and Lot 28 A, Block 2, 349 Ranch Estates, Section 14; City and County of Midland, Texas.

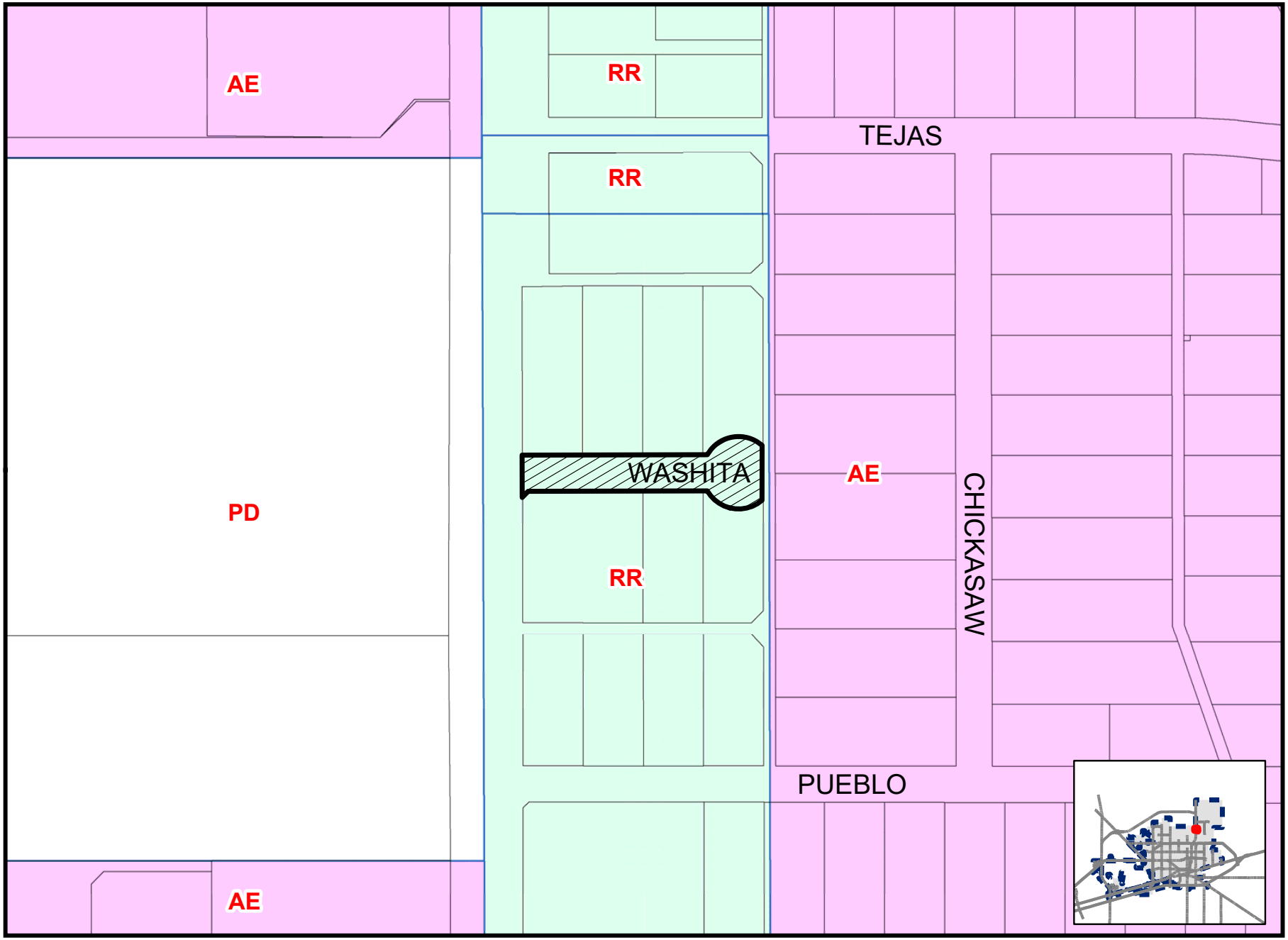
Generally located on the west side of State Highway 349, approximately 527 feet south of Tejas Street. (Council District 1)

L E G E N D

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS
- VACATION AREA



July 13, 2021



Map By ES, 6/08/2021

Z-21-0034

Scale: 1" = 200'

ZONING MAP

NOR IS IT DESIGNED
INFORMATION CONTAINED
THE USE OF THIS DATA.

From:	Bradley Ritter
To:	Paladin Huckaba; Elizabeth Shaughnessy
Cc:	Luis Montez
Subject:	RE: External E-mail - Vacation request Washita St
Date:	Friday, May 28, 2021 2:14:57 PM
Attachments:	image002.png image003.png image004.png image005.png image006.png image007.png image008.png image009.png

---

Yes sir no problem

Thank You,



Supervisor Ops.
Abilene, Midland, & San Angelo System's
Altice USA
P: (806)771-6256
C: (806)241-0488
E: Bradley.Ritter@AlticeTechServicesUSA.com
A: 6710 Hartford Ave. Lubbock,Tx. 79413

From: Paladin Huckaba <PHuckaba@maverick-eng.com>
Sent: Friday, May 28, 2021 2:11 PM
To: Bradley Ritter <Bradley.Ritter@AlticeUSA.com>; Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Cc: Luis Montez <Luis.Montez@AlticeUSA.com>
Subject: RE: External E-mail - Vacation request Washita St

[External Email]

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Thanks again Brad

Paladin Huckaba



Mailing PO Box 6040, Midland, TX 79704
Physical 1909 W. Wall St., Suite K, Midland, TX 79701
Office 432.262.0999 | **Cell** 432.266.8289 | www.maverick-eng.com

From: Bradley Ritter <Bradley.Ritter@AlticeUSA.com>
Sent: Friday, May 28, 2021 2:01 PM
To: Paladin Huckaba <PHuckaba@maverick-eng.com>; Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Cc: Luis Montez <Luis.Montez@AlticeUSA.com>
Subject: RE: External E-mail - Vacation request Washita St

Suddenlink is good with the vacated area as long as the Utility Easements do not change that we are currently utilizing

Thank You,

altice
Supervisor Ops.
Abilene, Midland, & San Angelo System's
Altice USA
P: (806)771-6256
C: (806)241-0488
E: Bradley.Ritter@AlticeTechServicesUSA.com
A: 6710 Hartford Ave. Lubbock,Tx. 79413

From: Paladin Huckaba <PHuckaba@maverick-eng.com>
Sent: Friday, May 28, 2021 12:22 PM
To: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Cc: Bradley Ritter <Bradley.Ritter@AlticeUSA.com>; Luis Montez <Luis.Montez@AlticeUSA.com>
Subject: FW: External E-mail - Vacation request Washita St

[External Email]

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Liz,

Brad and I were able to discuss and we made some clarifications on what's happening with this exactly.

I believe they're good with what we're proposing now and should be able to OK the vacation to proceed and they'll check our final plat to make sure we've dedicated these areas as utility easements where they're riding overhead.

Thanks all have a great holiday weekend.

Best,

Paladin

Paladin Huckaba

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Physical 1909 W. Wall St., Suite K, Midland, TX 79701
Office 432.262.0999 | **Cell** 432.266.8289 | www.maverick-eng.com

---

From: Paladin Huckaba
Sent: Wednesday, May 26, 2021 9:28 AM
To: Bradley Ritter <Bradley.Ritter@AlticeUSA.com>; Luis Montez <Luis.Montez@AlticeUSA.com>
Cc: Andrew Mellen <AMellen@maverick-eng.com>
Subject: RE: External E-mail - Vacation request Washita St

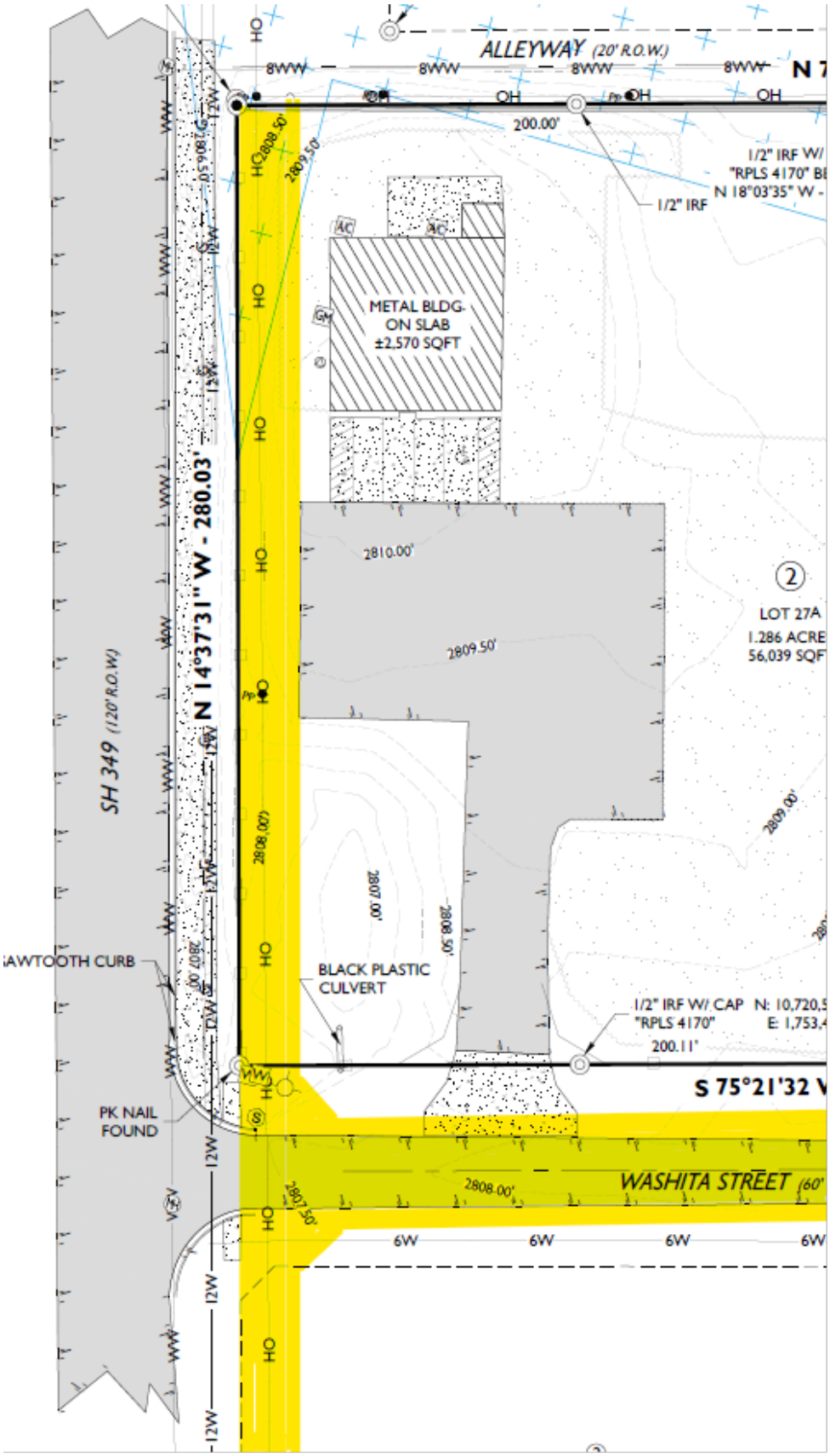
Bradley, Luis –

Just a couple things I'm seeing here. I'd be interested to get your take.

According to the original subdivision plats, as well as our boundary solutions, we currently have the OH lines on the west side of the private property. See the three instruments attached. The 210019 file is our sketch plat which shows the existing conditions.

The chances are high that there is a utility easement for that OH electric that you guys are riding that was dedicated separately from the plats, but we do not have record of this. At any rate its likely prescriptive.

However, because we are currently re-platting this area we will probably dedicate all new easements on the west side of the lots and also partially where the old Washita Public ROW will be as the City has facilities there too as you can see. Something like the below.


ALLEYWAY (20' R.O.W.)
200.00'
1/2" IRF
METAL BLDG.
ON SLAB
±2,570 SQFT
2810.00'
2809.50'
LOT 27A
1.286 ACRE
56,039 SQF
SH 349 (120' R.O.W.)
N 14°37'31" W - 280.03'
SAWTOOTH CURB
BLACK PLASTIC
CULVERT
1/2" IRF W/ CAP
"RPLS 4170"
200.11'
PK NAIL
FOUND
WASHITA STREET (60'
2808.00'
2807.50'
2808.50'
2807.00'
2809.00'

I think ONCOR will require this as a condition of the plat and vacation approval as well.

Would this solution be good with you guys too?

The property owner does not have any plans to re-orient the existing facilities on or adjacent to site.

He literally began this process just to combine 4 lots into 2 and this whole deal with Washita came up from the City requesting us to take that cul-de-sac back private.

Take a look and let me know if we can work something out.

Thanks,

P

Paladin Huckaba

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Physical 1909 W. Wall St., Suite K, Midland, TX 79701
Office 432.262.0999 | **Cell** 432.266.8289 | www.maverick-eng.com

---

From: Bradley Ritter <Bradley.Ritter@AlticeUSA.com>
Sent: Monday, May 24, 2021 3:35 PM
To: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Cc: Luis Montez <Luis.Montez@AlticeUSA.com>; Paladin Huckaba <PHuckaba@maverick-eng.com>
Subject: Re: External E-mail - Vacation request Washita St

SUDDENLINK is not vacating

Sent from my iPhone

> On May 24, 2021, at 8:53 AM, Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov> wrote:
>
> **[External Email]**
>
> **Caution: This email originated outside of Altice USA. Please do not click links or attachments unless you recognize the sender and**

know the content is safe.

Luis, I do not understand what you mean? I just need to know if you are approving them to vacate or not.

From what Paladin stated earlier in his email it seems that 349 will not be affected. Is that correct Paladin?

Liz

From: Luis Montez <Luis.Montez@AlticeUSA.com>
Sent: Thursday, May 20, 2021 4:08 PM
To: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>; Paladin Huckaba <PHuckaba@maverick-eng.com>
Cc: Bradley Ritter <Bradley.Ritter@AlticeUSA.com>
Subject: RE: External E-mail - Vacation request Washita St

If I vacate the easement & someone tears us down we would be responsible for replacing our plant. We have fiber & coax running aerial on these poles off, State Hwy 349,
I responded to this request in an earlier email. There would be a charge for us to relocate to underground, our plant is on the TxDot ROW.

From: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Sent: Wednesday, May 19, 2021 5:42 PM
To: Paladin Huckaba <PHuckaba@maverick-eng.com>; Luis Montez <Luis.Montez@AlticeUSA.com>
Subject: RE: External E-mail - Vacation request Washita St

[External Email]

Caution: This email originated outside of Altice USA. Please do not click links or attachments unless you recognize the sender and know the content is safe.

Hi Luis,

Just checking in to see if you have an update for us?

Thanks!

Respectfully,

Elizabeth Shaughnessy
Senior Planner|Development Services
O. 432-685-7400
E. eshaughnessy@midlandtexas.gov





300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

ATTENTION ELECTED OFFICIALS:
A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act.
Please reply only to the sender.

From: Paladin Huckaba <PHuckaba@maverick-eng.com>
Sent: Monday, May 10, 2021 2:04 PM
To: Luis Montez <Luis.Montez@AlticeUSA.com>; Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Subject: RE: External E-mail - Vacation request Washita St

Hey Luis,

FYI, there is no planned change to the little access there that serves those 7-8 lots.

We're just being asked to vacate it by the City because it is currently unimproved City ROW. They just want us to make it a private drive to serve those commercial lots on the 349 frontage.

If there are no conflicts now on the 349 entrance, I can't see how there would be going forward. But check it out and let us know if you have additional concerns.

Alleyway is remaining intact.

Thanks sir!

P

Paladin Huckaba

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ENGINEERING · SURVEY · WATER RESOURCES
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Physical 1909 W. Wall St., Suite K, Midland, TX 79701
Office 432.262.0999 | **Cell** 432.266.8289 | www.maverick-eng.com

---

From: Luis Montez <Luis.Montez@AlticeUSA.com>
Sent: Monday, May 10, 2021 12:08 PM
To: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Cc: Paladin Huckaba <PHuckaba@maverick-eng.com>
Subject: RE: External E-mail - Vacation request Washita St

There will be a cost for us to relocate to underground easement, I am afraid if they get a big truck going through the entrance & they end up damaging our fiber & coax, I will have to check the location & footages.

From: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Sent: Monday, May 10, 2021 10:06 AM
To: Luis Montez <Luis.Montez@AlticeUSA.com>
Cc: Paladin Huckaba <PHuckaba@maverick-eng.com>
Subject: RE: External E-mail - Vacation request Washita St

[External Email]

Caution: This email originated outside of Altice USA. Please do not click links or attachments unless you recognize the sender and know the content is safe.

Morning Luis,

Would you be ok if they vacate and leave an easement?

Respectfully,

Elizabeth Shaughnessy
Senior Planner|Development Services
O. 432-685-7400
E. eshaughnessy@midlandtexas.gov

MIDLAND
Feel the Energy!



300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

ATTENTION ELECTED OFFICIALS:
A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act.
Please reply only to the sender.

From: Luis Montez <Luis.Montez@AlticeUSA.com>
Sent: Sunday, May 9, 2021 9:06 PM
To: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Subject: RE: External E-mail - Vacation request Washita St

We (Suddenlink Communications) have aerial fiber & coax plant on the poles in the Alley way & The entrance off N Hwy 349 we cannot vacate as, it feeds all of the new build residential homes for, Betenbough, & DR Horton Homes

---

From: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Sent: Friday, May 7, 2021 1:07 PM
To: Luis Montez <Luis.Montez@AlticeUSA.com>
Subject: External E-mail - Vacation request Washita St

[External Email]

Caution: This email originated outside of Altice USA. Please do not click links or attachments unless you recognize the sender and know the content is safe.

Dear Mr. Montez:

Maverick Engineering has submitted a request to vacate the above described Right of Way (see attached exhibit). Please advise if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7407 if you have any questions. You can send your response via email to eshaughnessy@midlandtexas.gov.

Thank you for your assistance.

Respectfully,

Elizabeth Shaughnessy
Senior Planner|Development Services
O. 432-685-7400
E. eshaughnessy@midlandtexas.gov





300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

From: UNDERWOOD, JERRY D
To: Elizabeth Shaughnessy
Subject: RE: Vacation Request Washita Request
Date: Friday, May 7, 2021 2:12:15 PM
Attachments: image001.png
image002.png
image003.png
image004.png

Good afternoon,

AT&T doesn't have anything in that ROW, I am good with vacating.

Thanks,
Jerry

From: TODE, MICHAEL <MT2487@att.com>
Sent: Friday, May 7, 2021 1:17 PM
To: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>; UNDERWOOD, JERRY D <ju1659@att.com>
Subject: FW: Vacation Request Washita Request

Ms. Shaughnessy –

I have taken a different position with AT&T and am no longer in Midland.

The person you need to reach is Jerry Underwood (Cc'd this email).

thx,
mt

From: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Sent: Friday, May 7, 2021 1:08 PM
To: TODE, MICHAEL <MT2487@att.com>
Subject: Vacation Request Washita Request

Dear Mr. Tode:

Maverick Engineering has submitted a request to vacate the above described Right of Way (see attached exhibit). Please advise if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7407 if you have any questions. You can send your response via email to eshaughnessy@midlandtexas.gov.

Thank you for your assistance.

Respectfully,

Elizabeth Shaughnessy
Senior Planner|Development Services
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E. eshaughnessy@midlandtexas.gov





300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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From: drambo@midcad.org
To: Elizabeth Shaughnessy
Subject: Re: Vacation Request Washita St
Date: Tuesday, May 11, 2021 5:33:03 PM
Attachments: ATT00001.png
ATT00002.png
ATT00003.png
ATT00004.png

ELIZAETH....THE VALUE OF THE WASHITA VACATION REQUEST IS $ 1.00 PER SQFT OR $ 28,203.

Dennis Rambo
Assistant Chief Appraiser
Midland Central Appraisal District
432 699 4991 ext 3030
432 689 7185 fax

From: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
To: Dennis Rambo <drambo@midcad.org>
Date: 05/07/2021 01:07 PM
Subject: Vacation Request Washita St

Dear Mr. Rambo:

Maverick Engineering has submitted a request to vacate the above described Right of Way (see attached exhibit). Please advise if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7407 if you have any questions. You can send your response via email to eshaughnessy@midlandtexas.gov.

Thank you for your assistance.

Respectfully,

Elizabeth Shaughnessy
Senior Planner|Development Services
O. 432-685-7400
E. eshaughnessy@midlandtexas.gov

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ATTENTION ELECTED OFFICIALS:
A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act. Please reply only to the sender.

[attachment "V-21-0034 - Location Map.pdf" deleted by Dennis Rambo/MCAD] [attachment "V-21-0034 - Washita Vacation_Exhibit A.pdf" deleted by Dennis Rambo/MCAD] [attachment "V-21-0034, TaxVacMCAD vac ltr.pdf" deleted by Dennis Rambo/MCAD]

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

From:	Padilla, Cesar
To:	Elizabeth Shaughnessy
Subject:	RE: Vacation request Washita Street
Date:	Friday, May 7, 2021 1:32:10 PM
Attachments:	image001.png image002.png image003.png image004.png image005.png

Good afternoon,

We do not have any utilities on the said streer but we do have some paralleling 349. I don't think itll be a problem. Thank you



Cesar Padilla
432-617-3431

From: Elizabeth Shaughnessy [mailto:eshaughnessy@midlandtexas.gov]
Sent: Friday, May 7, 2021 1:07 PM
To: Padilla, Cesar <Cesar.Padilla@atmosenergy.com>
Subject: [EXT] Vacation request Washita Street

CAUTION: Don't be quick to click. This e-mail originated from outside of Atmos Energy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr. Padilla:

Maverick Engineering has submitted a request to vacate the above described Right of Way (see attached exhibit). Please advise if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7407 if you have any questions. You can send your response via email to eshaughnessy@midlandtexas.gov.

Thank you for your assistance.

Respectfully,

Elizabeth Shaughnessy

Senior Planner|Development Services
O. 432-685-7400
E. eshaughnessy@midlandtexas.gov





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Grande Construction Office
Midland-Odessa
2401 East Interstate Highway 20
Odessa Texas 79766

May 11th, 2021

Elizabeth Shaughnessy,

Planner,

Department of Development Services,

City of Midland,

Re: Vacate Right-of-Way Washita Street

Dear Elizabeth,

Grande Communications does not have any facilities in the Right-of-Way. Grande has no objections to the requested Vacate. Please let me know if I can be of further assistance.

Sincerely

Vicki Byler

Vicki Byler
Construction Coordinator
Midland/Odessa
432.272.3052 Office
432.257.2551 Cell
vicki.byler@mygrande.com

Jeffrey R. Henderson
New Construction Manager Sr.



Oncor Electric Delivery
2401 West Industrial
Midland, Texas 79701

May 28th, 2021

City of Midland Texas
Elizabeth Shaughnessy
Planner, Development Services
300 North Loraine St. # 440
Midland, TX 79701

RE: Washita Vacation – V-21-0034

Ms. Shaughnessy,

Oncor Electric Delivery has no objection to the vacation of the above referenced right-of-way along the platted alley way located at 349 Ranch Estates, Section 2, in Block X, in the City of Midland. Oncor Electric has no overhead or underground electric facilities located in the area noted to vacate on the included plat.

Please let me know if you have any questions.

Sincerely,

Jeffrey R. Henderson

Oncor Electric Delivery Company








W Big Spring St
STOP

City Council Meeting

Item Number: 19

Meeting Date: July 13, 2021

To: City Council / City Manager

From: Kelly Martinez, Planner

Subject: AN ORDINANCE VACATING AND ABANDONING A 0.032-ACRE PORTION OF EAST MISSOURI AVENUE RIGHT-OF-WAY LOCATED ADJACENT TO LOT 1, BLOCK 79, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST MISSOURI AVENUE AND SOUTH MINEOLA STREET); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $2,772.00; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Maverick Engineering, is requesting to vacate a 0.032-acre portion of the E. Missouri right-of-way, located adjacent to Lot 1, Block 79, Original Town, City and County of Midland, Texas, to obtain 10 feet of the E. Missouri Avenue right-of-way and to meet the lot width requirement per the C, Commercial District.

Recommended City Council Action:

Approve

Fiscal Impact:

The 2021 appraised value of the right-of-way is $2.00 per square foot, for a total value of $2,772.00

Discussion:

The property is currently in the process of being replatted. The approximate area that will be vacated is 1,386 square feet (0.032-acres). The vacation of this right-of-way will positively impact the public by making improvements to a currently unimproved property.

All the appropriate adjacent owners are aware of the proposed vacation and have signed the application.

The Midland Central's Appraisal District's appraisal of the land is $2.00 per square foot or $2,772.00.

This request has been circulated and reviewed by all pertinent City departments and franchise utility companies. Their comments, conditions, and requests are as follows:

Code Compliance: (Approved)

No Oil and Gas issues.

Building Code: (Approved)

No objections.

Engineering: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

During re-platting of this lot, all public infrastructure along the platted frontage will need to be brought up to City of Midland standards.

Fire: (Approved)

No objections.

Transportation: (Approved with Conditions)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

AT&T: (Approved)

I do not show to have anything in that location.

Atmos: (Approved)

Atmos Energy has no objection to the above referenced changes proposed to the Missouri street right of way located between Mineola and the west alley. We currently have no gas lines or facilities located within this section of right of way.

Grande: (Approved with Conditions)

Grande has aerial plant at this location. If the applicant is going to pay for Grande to relocate our

plant undergrounds, I am ok with that.

Oncor: (Approved)

Oncor Electric Delivery has no objection to the vacation of the above referenced right-of-way along the platted alley way located within a 0.032 Acre Tract within the Right Of Way, East Missouri Ave, North of Lot 1, Block 79, and Original Town Addition in the City & County of Midland, TX.

Oncor Electric has no overhead or underground electric facilities located in the area noted to vacate on the included plat.

Suddenlink: (Approved)

Suddenlink has no reservations on the vacation of this location; Suddenlink doesn't have any plant in this R.O.W.

Midland Central Appraisal District:

The vacation area indicated has a current value of $2.00 per square foot or $ 2,772.00.

Planning:

Pertinent City departments and franchise utility companies have reviewed this vacation request and have approved it with the condition that a utility easement is retained.

The City Council approved this request at the June 22, 2021 meeting.

Therefore, staff recommends approval of the vacation of a 0.032-acre portion of the E. Missouri right-of-way, located adjacent to Lot 1, Block 79, Original Town, City and County of Midland, Texas, to be subject to conditions A through C.

Conditions:

A. **That the City of Midland has received from the property owner the sum of $2,772.00.**

B. **That an accessible nonexclusive utility easement is retained.**

C. **That a replat of the subject property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County.**

Letters of Objection:

As of June 16, 2020, staff has not received any letters of objection to this request.

Attachments:

Vacation Survey (Exhibit A)
Application
Maps
Responses from Franchise Utility Companies and Midland Central Appraisal District

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE VACATING AND ABANDONING A 0.032-ACRE PORTION OF EAST MISSOURI AVENUE RIGHT-OF-WAY LOCATED ADJACENT TO LOT 1, BLOCK 79, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST MISSOURI AVENUE AND SOUTH MINEOLA STREET); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $2,772.00; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, it has been determined by the Midland City Council that a 0.032-acre portion of East Missouri Avenue right-of-way located adjacent to Lot 1, Block 79, Original Town Addition, City and County of Midland, Texas, as described in Exhibit "A" attached hereto and made a part hereof for all legal purposes (the "Property"), is no longer needed for public use; and

WHEREAS, Section 272.001 of the Texas Local Government Code provides that a political subdivision may not convey, sell, or exchange its interest in land without observing notice and bid requirements, unless the conveyance is to one or more abutting property owners; and

WHEREAS, an application for vacating the Property has been received by the City from the abutting property owner; and

WHEREAS, the City Manager has appraised the value of the City's property interest in the Property at $2,772.00, as shown in Exhibit "B" attached hereto and incorporated herein by reference; and

WHEREAS, the Council finds it to be in the public interest to abandon and vacate the Property;

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

SECTION ONE. That the Property is hereby vacated and abandoned for all public purposes. Provided, however, that the City is hereby abandoning only the public interest in

the Property, and this ordinance in no way affects any private easement or access easement which abutting property owners may have in the Property.

SECTION TWO. That this ordinance shall not be effective until:

A. the City of Midland has received from the abutting property owner(s) the sum of $2,772.00; and

B. a replat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.

SECTION THREE. That the City herein retains an accessible nonexclusive utility easement across, through, over, under, on and along the Property until all entities that were using the Property for utility purposes as of the date of approval of this ordinance have abandoned their uses of the Property.

SECTION FOUR. That upon the City's receipt of the sum set forth in Section Two hereof, the City Secretary is hereby authorized and directed to file a certified copy of this ordinance with the County Clerk of Midland County, Texas, for purposes of recording in the Official Records of Midland County, Texas.

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

Council members voting "AYE":

Council members voting "NAY":

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

Council members voting "AYE":

Council members voting "NAY":

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

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

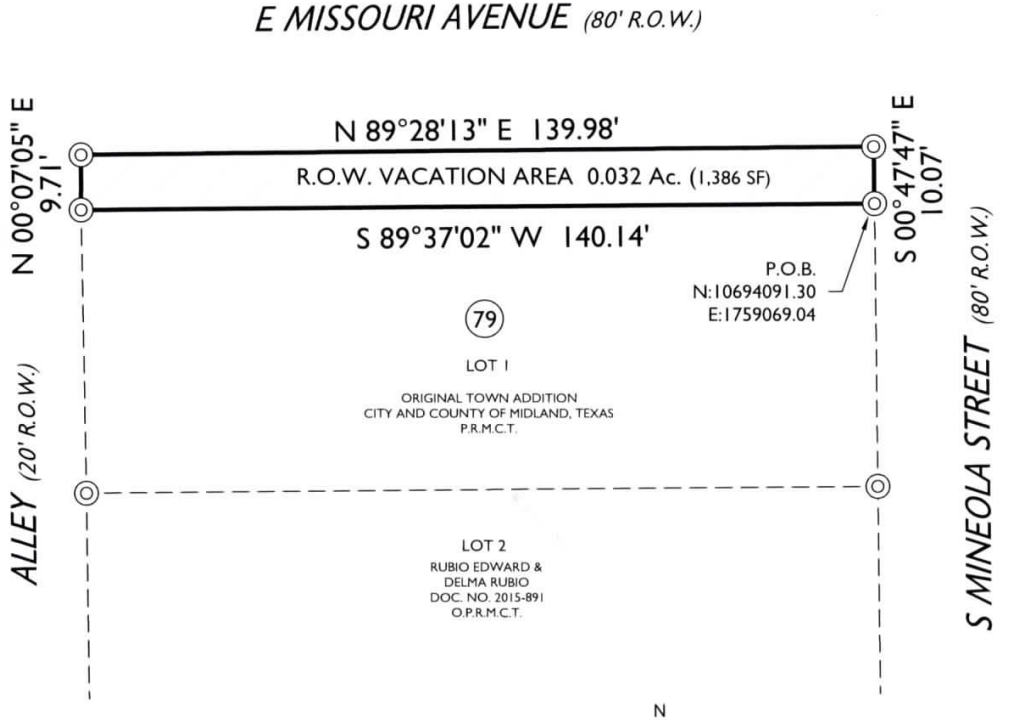
_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

"EXHIBIT A"

OF A 0.032 ACRE TRACT, FOR A ROAD VACATION, BEING WITHIN THE RIGHT OF WAY OF EAST MISSOURI AVENUE, NORTH OF LOT 1, BLOCK 79, ORIGINAL TOWN ADDITION TO THE CITY AND COUNTY OF MIDLAND, TEXAS



FIELD NOTE DESCRIPTION OF A 0.032 ACRE TRACT, FOR A ROAD VACATION, BEING WITHIN THE RIGHT OF WAY OF EAST MISSOURI AVENUE, NORTH OF LOT 1, BLOCK 79, ORIGINAL TOWN ADDITION TO THE CITY AND COUNTY OF MIDLAND TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

***BEGINNING** AT N.(Y):10694091.30, E.(X):1759069.04, A ONE HALF INCH IRON ROD WITH A YELLOW PLASTIC CAP MARKED "SCHUMANN ENGINEERING" (YPC) FOUND FOR THE NORTHEAST CORNER OF SAID LOT 1 FOR THE SOUTHEAST CORNER HEREOF;*

***THENCE** S.89°37'02"W., ALONG THE NORTH LINE OF SAID LOT 1, 140.14 FEET TO A "YPC" FOUND IN THE EAST LINE OF A CALLED 20.0 FOOT ALLEY FOR THE SOUTHWEST CORNER HEREOF;*

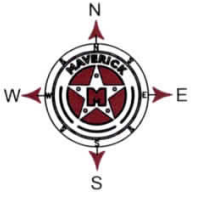
***THENCE** N.00°07'05"E., 9.71 FEET TO A "YPC" FOUND FOR THE NORTHWEST CORNER HEREOF;*

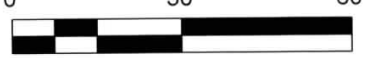
***THENCE** N.89°28'13"E., 139.98 FEET TO A "YPC" FOUND FOR THE NORTHEAST CORNER HEREOF;*

***THENCE** S.00°47'47"E., 10.07 FEET TO THE **POINT OF BEGINNING**, CONTAINING 1386 SQUARE FEET OR 0.032 ACRE OF LAND.*

LEGEND

◎	DENOTES 1/2 IR w/SCHUMANN CAP FOUND
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS MIDLAND CO. TX
P.R.M.C.T.	PLAT RECORDS MIDLAND CO. TX
– – – – –	EXISTING LOTS
———	VACATION BOUNDARY





ORIGINAL SCALE : 1" = 30'

I GREGORY W. SHOULTS DO HEREBY CERTIFY THAT THIS PLAT IS BASED UPON FIELD NOTES OR ELECTRONIC DATA OF AN ACTUAL ON THE GROUND SURVEY AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GREGORY W. SHOULTS R.P.L.S.#5356 APRIL 19, 2021



BEARING BASIS

BASIS OF BEARING, DISTANCE AND COORDINATES ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, NAD 83, U.S. SURVEY FOOT.

MAVERICK
ENGINEERING / SURVEY / WATER RESOURCES
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

Drawing : F:\2021\210052-BILL RODRIGUEZ-200 MINEOLA REPLAT VACATION\DRAWINGS\VACATION\210052 - MISSOURI VACATION BOUNDARY.DWG Last Saved By: AKalenak on 4/19/21

MIDLAND
Feel the Energy!

Office of the City Manager

June 10, 2021

Midland City Council
City of Midland, Texas

RE: Request for vacation of a 0.032-acre portion of East Missouri Avenue right-of-way located adjacent to Lot 1, Block 79, Original Town Addition, City and County of Midland, Texas

Dear Members of the City Council:

The above-referenced property has been appraised in accordance with Chapter 272 of the Texas Local Government Code. The fair market value of the property is $2,772.00. The property can be vacated and recorded in the Midland County Clerk's office when the City of Midland has received this amount from the adjoining property owner(s).

Very truly yours,

Robert Patrick

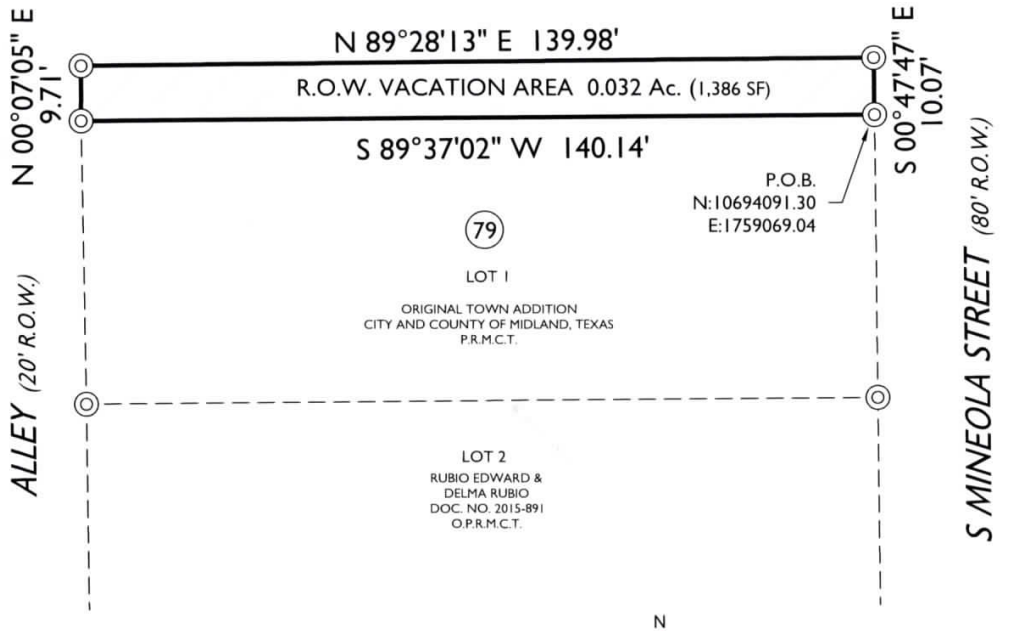
Robert Patrick
City Manager

EXHIBIT "B"

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

"EXHIBIT A"

OF A 0.032 ACRE TRACT, FOR A ROAD VACATION, BEING WITHIN THE RIGHT OF WAY OF EAST MISSOURI AVENUE, NORTH OF LOT 1, BLOCK 79, ORIGINAL TOWN ADDITION TO THE CITY AND COUNTY OF MIDLAND, TEXAS



FIELD NOTE DESCRIPTION OF A 0.032 ACRE TRACT, FOR A ROAD VACATION, BEING WITHIN THE RIGHT OF WAY OF EAST MISSOURI AVENUE, NORTH OF LOT 1, BLOCK 79, ORIGINAL TOWN ADDITION TO THE CITY AND COUNTY OF MIDLAND TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

***BEGINNING** AT N.(Y):10694091.30, E.(X):1759069.04, A ONE HALF INCH IRON ROD WITH A YELLOW PLASTIC CAP MARKED "SCHUMANN ENGINEERING" (YPC) FOUND FOR THE NORTHEAST CORNER OF SAID LOT 1 FOR THE SOUTHEAST CORNER HEREOF;*

***THENCE** S.89°37'02"W., ALONG THE NORTH LINE OF SAID LOT 1, 140.14 FEET TO A "YPC" FOUND IN THE EAST LINE OF A CALLED 20.0 FOOT ALLEY FOR THE SOUTHWEST CORNER HEREOF;*

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***THENCE** N.89°28'13"E., 139.98 FEET TO A "YPC" FOUND FOR THE NORTHEAST CORNER HEREOF;*

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LEGEND

◎	DENOTES 1/2 IR w/SCHUMANN CAP FOUND
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS MIDLAND CO. TX
P.R.M.C.T.	PLAT RECORDS MIDLAND CO. TX
– – – – –	EXISTING LOTS
———	VACATION BOUNDARY





ORIGINAL SCALE : 1" = 30'

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GREGORY W. SHOULTS R.P.L.S.#5356 APRIL 19, 2021



BEARING BASIS

BASIS OF BEARING, DISTANCE AND COORDINATES ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, NAD 83, U.S. SURVEY FOOT.

MAVERICK
ENGINEERING / SURVEY / WATER RESOURCES
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

Drawing : F:\2021\210052-BILL RODRIGUEZ-200 MINEOLA REPLAT VACATION\DRAWINGS\VACATION\210052 - MISSOURI VACATION BOUNDARY.DWG Last Saved By: AKalenak on 4/19/21

MIDLAND
Planning Division

Vacate Right-of-Way/Public Utility Easement/Land/Street Application

Project Number: V-21-0033

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Maverick Engineering Mission Vacation		Phone (432)262-0999 Email phuckaba@maverick-eng.com	
Address 1909 W Wall St Ste K	City Midland	State TX	Zip 79701

Application is hereby made to the City Council to vacate the following:

- ☒ Right-of-Way
- ☐ Public Utility Easement
- ☐ Land
- ☐ Street

Description of Address: E. Missouri Avenue, 1,386 sq. ft. North of Lot 1, Block 79, Original Town Addn

Reason for Request: To obtain 10' of ROW through Missouri Ave to meet lot width requirement in LI zone

Reasons, in applicant's opinion, why the requested vacation will not adversely affect the public welfare or will contribute to it in a positive way: This development will positively impact the public by making improvements to a currently unimproved property

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Sealed metes and bounds description of the property to be vacated (included on the map) and total square feet of vacation. Include ownership, legal and deed information for adjacent property owners
- Digital Copies of Survey (PDF/JPEG)

Utility Company Approval

Clearance is needed from the following utility companies:

- City of Midland
- AT&T
- Atmos Energy
- Suddenlink Cable TV Co.
- Oncor Electric
- Grande Communications

The City will route the request to these companies, but it is the applicant's responsibility to ensure clearance has been obtained to resolve any issues that may arise.

Policies

1. If the vacation request involves only a portion of a section right-of-way, such that approval would not affect the public's ability to travel along said right-of-way, then the request will be scheduled for consideration by the City Council. No public hearing will be needed.

2. If the vacation request involves an entire section of right-of-way, such that approval would cause the public to lose all rights to use it, then the following procedures apply:

   a. Nearby land owners who have a reasonable expectation to use said right-of-way, as determined by the Transportation Division, must first agree to the proposed vacation. It is the applicant's responsibility to obtain a letter of concurrence signed by the affected landowners.

   b. If all letters are received indicating that the affected landowners agree to the request, then a public hearing before the City Council will be scheduled. The Transportation Division will mail public notice of the hearing to landowners within 400 feet of the affected right-of-way.

   c. If a request is approved, the right-of-way shall be divided into two equal parts, with each half becoming the property of the respective abutting owner. If the applicant desires to own the entire width, he or she must negotiate with the opposite landowner.

Signatures

Applicant (signature):		Date: 4/20/21
Affected Property Owners:		
Signature: Everado Rodriguez	Print: Everado Rodriguez	Date: 4/20/21
Signature:	Print:	Date
Signature:	Print:	Date
Signature:	Print:	Date

The Vacation of right-of-way/public utility easement/land/street shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

FOR OFFICE USE ONLY

☒ 1 FOLDED Copy of Survey ☒ Survey in Digital Format (PDF/JPEG)

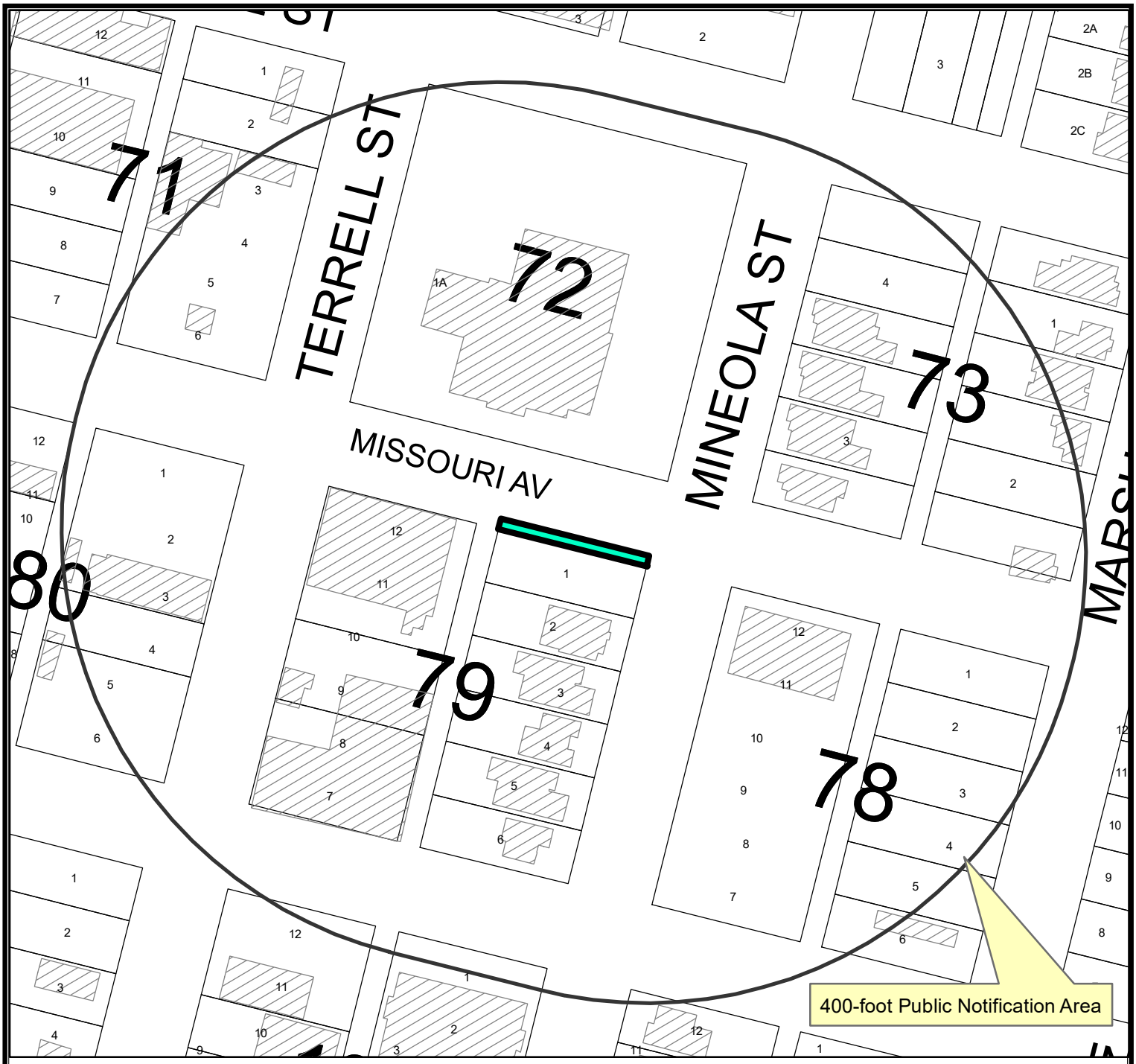
☒ Application Fee

Check # 3429

Received By: KM Date: 4/26/21

RECEIVED
APR 26 2021
BY: KM

***Application will not be considered for scheduling until reviewed by a planner.**



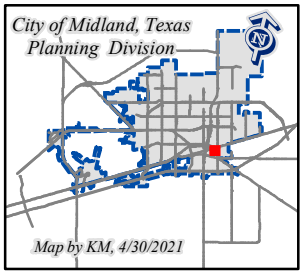
LOCATION MAP

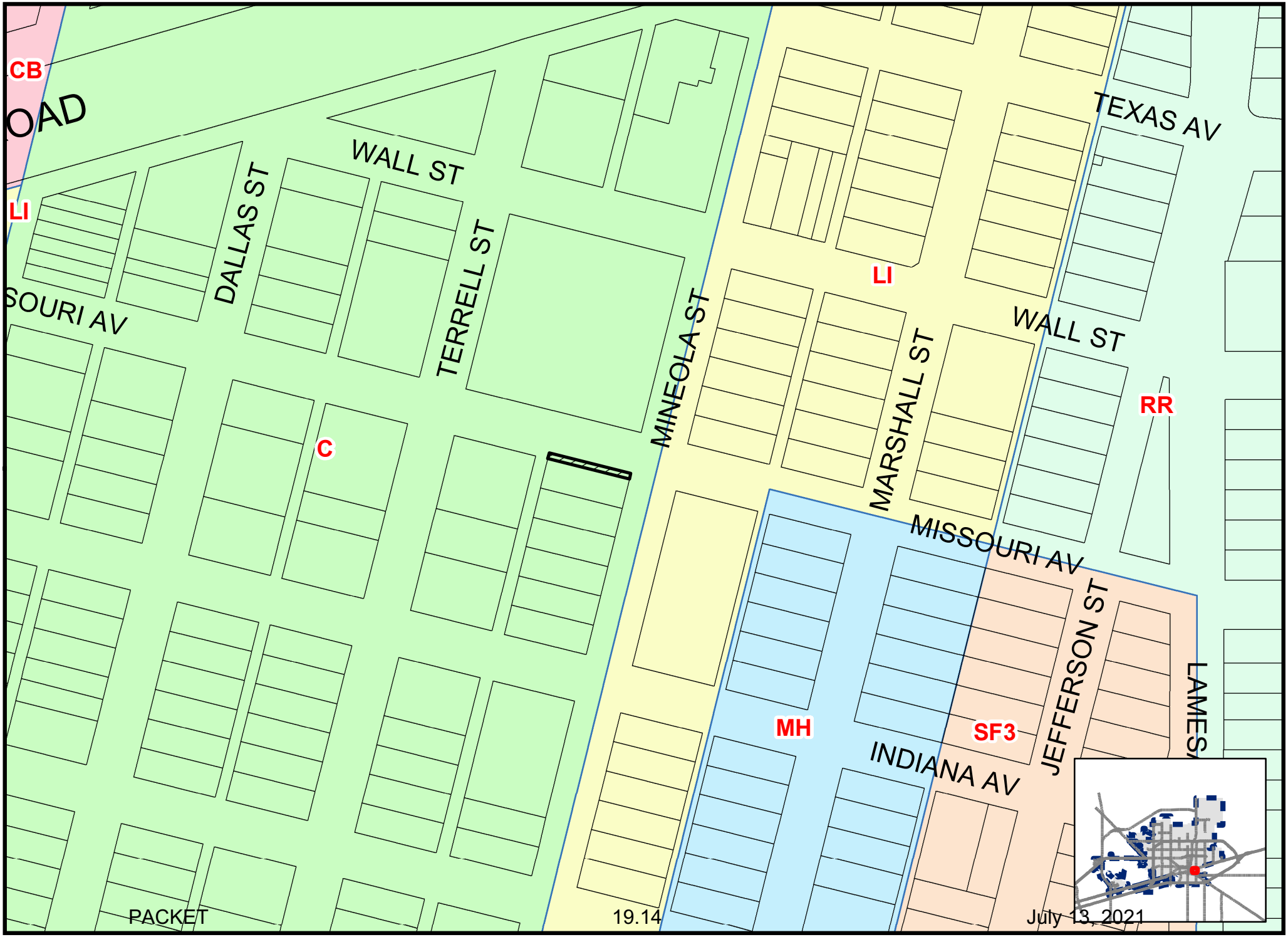
V-21-0033 **Scale: 1" = 570'**

Consider a request for a vacation of a 0.032-acre portion of the E. Missouri Avenue right-of-way, located adjacent to Lot 1, Block 79, Original Town, City and County of Midland, Texas.
Generally located on the southwest corner of the intersection of E. Missouri Avenue and S. Mineola Street. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS





Map By KM, 5/07/2021

V-21-0033

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.

Kelly Martinez

From: drambo@midcad.org
Sent: Monday, May 3, 2021 7:46 AM
To: Kelly Martinez
Subject: Re: Vacation Request- Missouri Street

Kelly:

The vacation area indicated has a current value of $2.00 per sqft...or $ 2772.00.

Dennis Rambo
Assistant Chief Appraiser
Midland Central Appraisal District
432 699 4991 ext 3030
432 689 7185 fax

From:	Kelly Martinez <kmartinez@midlandtexas.gov>
To:	"drambo@midcad.org" <drambo@midcad.org>
Cc:	Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Date:	04/30/2021 04:53 PM
Subject:	Vacation Request- Missouri Street

Mr. Rambo,
Maverick Engineering has requested to vacate the above described Right of Way (see attachment: Exhibit A). Please advise this office if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7406 if you have any questions.
Please let me know if you have any questions regarding vacations!
Thank you,

Kelly Martinez
Planner|Development Services
O. 432-685-7406
E. kmartinez@midlandtexas.gov





300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

[attachment "V-21-0033, Exhibit A.pdf" deleted by Dennis Rambo/MCAD] [attachment "V-21-0033, TaxVacMCAD vac ltr.pdf" deleted by Dennis Rambo/MCAD] [attachment "V-21-0033, Location Map.pdf" deleted by Dennis Rambo/MCAD]

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

Kelly Martinez

From: UNDERWOOD, JERRY D <ju1659@att.com>
Sent: Tuesday, May 4, 2021 8:01 AM
To: Kelly Martinez
Cc: Elizabeth Shaughnessy
Subject: RE: Vacation Request-Missouri Street

I don't show to have anything in that location.

Thanks,
Jerry

From: Kelly Martinez <kmartinez@midlandtexas.gov>
Sent: Friday, April 30, 2021 5:01 PM
To: UNDERWOOD, JERRY D <ju1659@att.com>
Cc: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Subject: Vacation Request-Missouri Street

Mr. Underwood,

Maverick Engineering has requested to vacate the above described Right of Way (see attachment: Exhibit A). Please advise this office if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7406 if you have any questions.

Please let me know if you have any questions regarding vacations!

Kelly Martinez
Planner|Development Services
O. 432-685-7406
E. kmartinez@midlandtexas.gov



300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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ATMOS ENERGY

West Texas Division
P.O. Box 1111,
Midland, Texas 79702

City of Midland
Kelly Martinez
300 N. Loraine
Midland, Texas 79701

May 7, 2021

Re: Case Name: Missouri Vacation
Case Number: V-21-0033

Kelly,

Atmos Energy has no objection to the above referenced changes proposed to the Missouri street right of way located between Mineola and the west alley. We currently have no gas lines or facilities located within this section of right of way.
Please let me know if you have any further questions.

Sincerely,

Mark Lieb

Mark Lieb
Project Specialist
Atmos Energy/Permian Basin
432-617-3447 office
432-967-0370 cell
mark.lieb@atmosenergy.com

Kelly Martinez

From: Vicki Byler <vicki.byler@mygrande.com>
Sent: Monday, June 7, 2021 6:01 AM
To: Kelly Martinez
Subject: Re: Vacation Request-Missouri Avenue

Kelly,

If the applicant is going to pay for Grande to relocate our plant underground, I'm ok with that.

Vicki

On Fri, Jun 4, 2021 at 3:30 PM Kelly Martinez <kmartinez@midlandtexas.gov> wrote:

> Good Afternoon,
>
> This vacation is scheduled to go to City Council on June 22. I did not hear back from you on retaining an utility easement. Can you please provide an update?
>
> Thank you!
>
> Respectfully,
>
> Kelly Martinez
>
> Planner|Development Services
>
> O. 432-685-7406
>
> E. kmartinez@midlandtexas.gov

300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

From: Kelly Martinez
Sent: Monday, May 24, 2021 12:53 PM
To: 'Vicki Byler' <vicki.byler@mygrande.com>
Subject: RE: Vacation Request-Missouri Avenue

Yes, that would mean you need to relocate. However, some companies choose to vacate and retain a non-exclusive utility easement. Is that something Grande is open to? Usually the applicant pays for the relocation costs.

Kelly Martinez

Planner|Development Services

O. 432-685-7406

E. kmartinez@midlandtexas.gov

300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

From: Vicki Byler <vicki.byler@mygrande.com>
Sent: Friday, May 21, 2021 5:53 AM
To: Kelly Martinez <kmartinez@midlandtexas.gov>
Subject: Re: Vacation Request-Missouri Avenue

Is Oncor removing their poles? Yes ma'am, if this is going to mean that Grande has to relocate our plant I object. Who is going to be responsible for the cost to relocate our plant?

Vicki

On Thu, May 20, 2021 at 3:44 PM Kelly Martinez <kmartinez@midlandtexas.gov> wrote:

Hello Vicki,

Since Grande has an aerial plant in this location, does this mean you object to the vacation or can they move forward with the vacation?

Kelly Martinez

Planner|Development Services

O. 432-685-7406

E. kmartinez@midlandtexas.gov





300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

From: Vicki Byler <vicki.byler@mygrande.com>
Sent: Wednesday, May 19, 2021 5:46 AM
To: Kelly Martinez <kmartinez@midlandtexas.gov>
Subject: Re: Vacation Request-Missouri Avenue

Jeffrey R. Henderson
Supervisor, PMDS



Oncor Electric Delivery
2401 West Industrial
Midland, Texas 79701

May 18th, 2021

City of Midland Texas
Kelly Martinez
Planner, Development Services
300 North Loraine St. # 440
Midland, TX 79701

RE: Missouri Vacation – V-21-0033

Ms. Martinez,

Oncor Electric Delivery has no objection to the vacation of the above referenced right-of-way along the platted alley way located within a 0.032 Acre Tract within the Right Of Way, East Missouri Ave, North of Lot 1, Block 79, and Original Town Addition in the City & County of Midland, TX.

Oncor Electric has no overhead or underground electric facilities located in the area noted to vacate on the included plat.

Sincerely,

Jeffrey R. Henderson

Oncor Electric Delivery Company

Kelly Martinez

From: Luis Montez <Luis.Montez@AlticeUSA.com>
Sent: Monday, May 3, 2021 8:49 AM
To: Kelly Martinez
Cc: Elizabeth Shaughnessy
Subject: RE: External E-mail - Vacation Request-Missouri Street

Suddenlink has no reservations on the vacation of this location, Suddenlink doesn't have any plant in this R.O.W.

From: Kelly Martinez <kmartinez@midlandtexas.gov>
Sent: Friday, April 30, 2021 5:04 PM
To: Luis Montez <Luis.Montez@AlticeUSA.com>
Cc: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Subject: External E-mail - Vacation Request-Missouri Street

[External Email]

Caution: This email originated outside of Altice USA. Please do not click links or attachments unless you recognize the sender and know the content is safe.

Mr. Montez,

Maverick Engineering has requested to vacate the above described Right of Way (see attachment: Exhibit A). Please advise this office if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7406 if you have any questions.

Please let me know if you have any questions regarding vacations!

Kelly Martinez
Planner|Development Services
O. 432-685-7406
E. kmartinez@midlandtexas.gov

MIDLAND
Feel the Energy!

300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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WEST TEXAS
COLLISION CENTER




Jayco

City Council Meeting

Item Number: 20

Meeting Date: July 13, 2021

To: City Council / City Manager

From: Valerie A. Sherman, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 1, MIDLAND COUNTRY CLUB ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED APPROXIMATELY 345 FEET NORTH OF TEJAS AND APPROXIMATELY 455 FEET WEST OF NORTH STATE HIGHWAY 349); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Landgraf, Crutcher & Associates, is requesting this zone change from AE, Agricultural Estate District to RR, Regional Retail District to allow for retail use on the property.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Surrounding Zoning and Land Use:

The property to the north is zoned PD, Planned District for an Industrial District, and the location of a business park. The property to the east and south is zoned PD, Planned Development District for a Shopping Center with an underlying zoning of RR, Regional Retail District, and the location of a vacant lot. The property to the west is zoned PD, Planned Development District for

a Recreation Center, and the location of a golf course.

Discussion:

The applicant is requesting this zone change form AE, Agricultural Estate District to RR, Regional Retail District to allow for retail use on the property.

This proposed project has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Engineering: (Approved)

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Our staff has examined the FEMA flood map and it appears that this property lies entirely within Zone AH, 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.

Being that the is floodplain is zoned AH, any fill being placed within the floodplain will require compensatory excavation within the same floodplain to offset the fill.

Code: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

Transportation: (Approved with Conditions)

Existing access easement at north edge of property does not provide acceptable access for any use other than single-family residential. The property to the south is currently in the platting process and the City has required an access easement to be dedicated that will serve the southeast corner of this parcel. This will be the only access to the parcel if it is rezoned.

Access spacing will be required to adhere to the TxDOT Access Management Standards along the state highway.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Planning:

Per the Future Land Use map, this location is designated as Urban Residential Low, which calls for single-family detached development. The property to the east and south, has been recently rezoned to PD, Planned Development District for a Shopping Center with an underlying zoning of RR, Regional Retail District; therefore, this zone change would complement the zone change of the adjacent property.

This request was recommended for approval by a unanimous vote at the June 7, 2021 Planning and Zoning Commission meeting and was approved at the June 22, 2021 City Council meeting.

Staff recommends approval of the zone change from AE, Agricultural Estate District to RR, Regional Retail District, subject to condition A.

Conditions:

A. **That the use and development of this property shall conform to the regulations of the RR, Regional Retail District, except as stated below.**

Letters of Objection:

Staff has not received any objections as of June 16, 2021.

Attachments:

Metes and Bounds (Exhibit A)
Zoning Exhibit
Application
Maps



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 1, MIDLAND COUNTRY CLUB ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED APPROXIMATELY 345 FEET NORTH OF TEJAS AND APPROXIMATELY 455 FEET WEST OF NORTH STATE HIGHWAY 349); 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, Midland Country Club Estates, City and County of Midland, Texas (the "Property") to RR, Regional Retail District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from AE, Agricultural Estate District to RR, Regional Retail District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

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

Council members voting "AYE":

Council members voting "NAY":

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

Council members voting "AYE":

Council members voting "NAY":

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

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

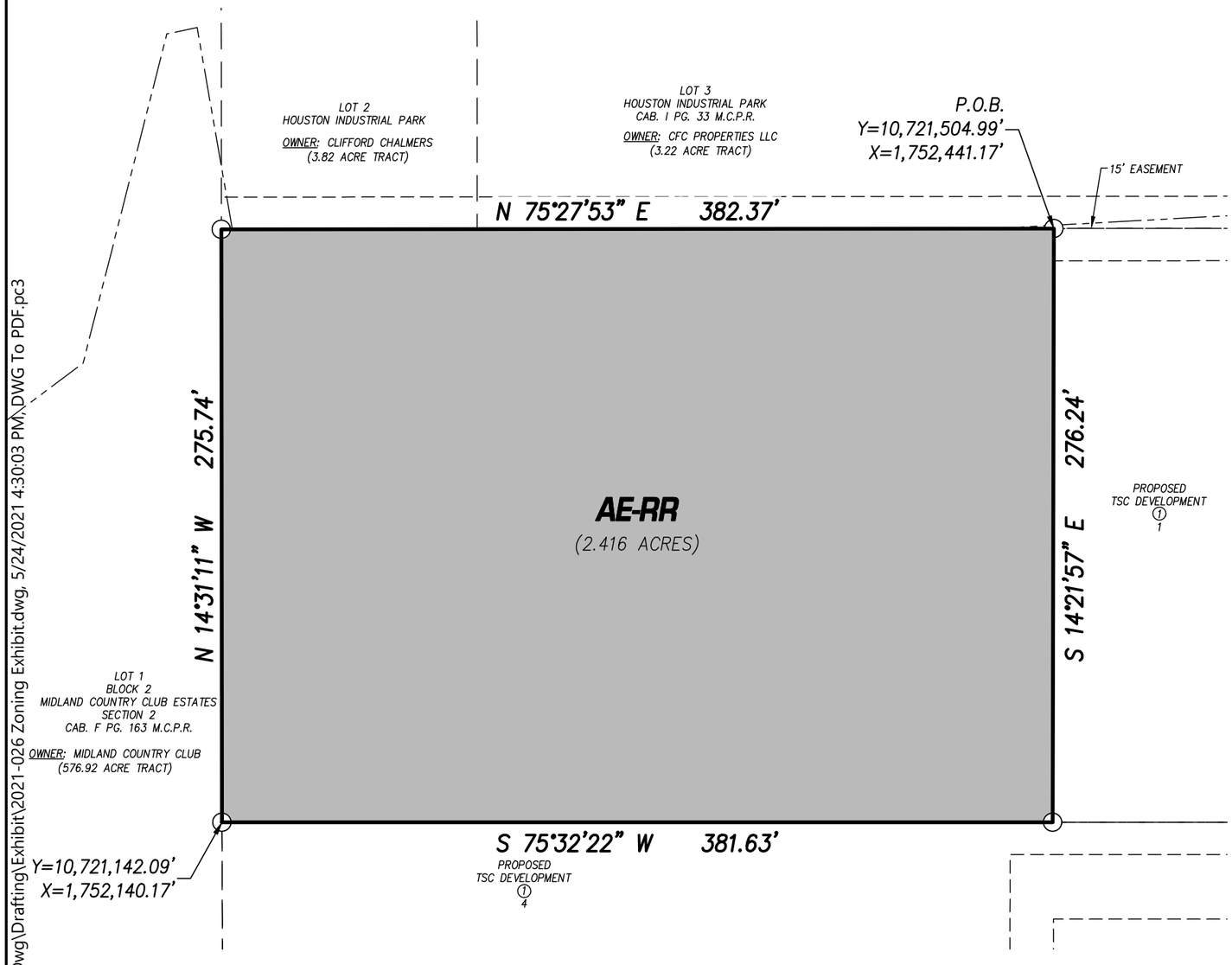
APPROVED AS TO CONTENT
AND COMPLETENESS:

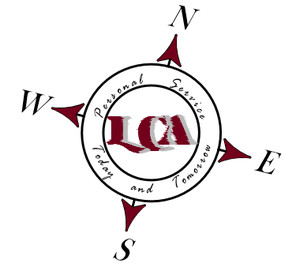
_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT
ZONING EXHIBIT
LOT 1 BLOCK 1, MIDLAND COUNTRY CLUB ESATES
CAB. D, PG. 347 M.C.P.R.
MIDLAND COUNTY, TEXAS





60' 0 60'

SCALE : 1" = 60'

LEGEND

AE–RR

SET 1/2" I.R. W/CAP
"LCA ODESSA,TX"

KNOW ALL MEN BY THESE PRESENTS: THAT I, JOHN F. LANDGRAF, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION.

STATE OF TEXAS
REGISTERED
JOHN F. LANDGRAF
2410
PROFESSIONAL
LAND SURVEYOR

DATED: _____, 2021.

REGISTERED PROFESSIONAL LAND SURVEYOR

COORDINATE ZONE NOTE:

1. BEARINGS, DISTANCES AND COORDINATES ARE RELATIVE THE RECORDED PLAT AND TO THE TEXAS COORDINATE SYSTEM, 1983 NAD, CENTRAL ZONE, BASED ON THE CITY OF ODESSA GPS CONTROL MONUMENT "OD8P" (Y=10,662,750.11' AND X=1,685,745.11) WITH A THETA ANDGLE OF –01°00'53" AND A COMBINED GRID FACTOR OF 0.999870096.

ENG. _____ E.T. _____
DRY. _____ DFT. _____

LCA JOB No. 2021-026

LCA ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING
521 North Texas, Odessa Tx. 79761 F-001363 F-10034300
Phone # (432) 332-5058 E-Mail : lca@lcaodessa.com
Personal Service, Today and Tomorrow

PACKET
20.8
July 13, 2021

I:\2021\2021-026\Dwg\Drafting\Exhibit\2021-026 Zoning Exhibit.dwg, 5/24/2021 4:30:03 PM, DWG To PDF.pc3

LCA

ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING

lca@lcaodessa.com
521 N. Texas Ave. • Odessa, Texas 79761
(432) 332-5058 or 580-8812 • Fax (432) 332-8812
Engineering Firm# 001363 • Surveying Firm# 10034300

METES & BOUNDS DESCRIPTION
OF LOT 1, BLOCK 1 MIDLAND COUNTRY CLUB ESTATES
IN SECTION 11, BLOCK X
H.P. HILLIARD SURVEY
MIDLAND COUNTY, TEXAS

BEING ALL OF LOT 1, BLOCK 1, MIDLAND COUNTRY CLUB ESTATES AS DESCRIBED IN CABINET C PAGE 347 OF THE MIDLAND COUNTY PLAT RECORDS AND BEING MORE PARTICULARY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at (Y=10,721,504.99' & X= 1,752,441.17') a ½" Iron Rod with cap marked "LCA ODESSA TX" (Control Monument) found at the northeast corner of said Lot 1 and being on the south line of Lot 3, HOUSTON INDUSTRIAL PARK as described in Cabinet I, Page 33 of said Midland County Plat Records and the northwest corner of that certain 2.0-acre tract as described in Volume 668, Page 336 of the Midland County Deed Records;

THENCE South 14°21'57" East with the east line of said Lot 1, a distance of 276.24 feet to a ½" Iron Rod with cap marked "BRADSHAW ASSOC." (Control Monument) found at the southeast corner of said Lot 1 and an ell corner of that certain 4.0-acre tract as described in Volume 668, Page 334 of said Midland County Deed Records;

THENCE South 75°32'22" West with the south line of said Lot 1 and the north line of said 4.0-acre tract, a distance of 381.63 feet to a ½" Iron Rod with cap marked "LCA ODESSA TX" found at the southwest corner of said Lot 1 and the northwest corner of said 4.0-acre tract on the east line of Midland Country Club Estates Section 2 as described in Cabinet F Page 163 of said Midland County Plat Records;

THENCE North 14°38'09" West with the west line of said Lot 1 and the east line of said Lot 1, Block 2, a distance of 275.74 feet to a ½" Iron Road with cap marked "LCA ODESSA TX" set at the northwest corner of said Lot 1 and the southwest corner of Lot 2 of said Houston Industrial Park;

THENCE North 75°27'53" East with the north line of said Lot 1 and the south line of said Lots 2 and 3 of said Houston Industrial Park, a distance of 382.37 feet to the Point of the Beginning containing 2.421 surface acres.

The bearings, distance and coordinates are based upon the Texas Coordinate System, Central Zone, NAD 88 with a Combined Grid Factor of 0.999925444 and a Theta Angle of -00°54'17" near the center of the survey.

This document was prepared under 22 TAC 663.21 and is not to be used to convey or establish interest in real property except those rights and interest implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

LCA

John F. Landgraf, RPLS 2410
10 May 2021



LCA Project No. 2021-026

LCA Job # 21-026

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: 2-21-0240

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: LCA. Inc. (Agent)		Phone ( ) Email	
Address 521 N. Texas Avenue	City Odessa	State TX	Zip 79761

Property Owner Printed Name: Byron D. & Kathy L Myers		Phone ( ) Email	
Address 6411 N. State Hwy 349	City Midland	State TX	Zip 79705

Representative *(if different from Applicant or Property Owner)* Firm: Landgraf, Crutcher & Associates Printed Name: LCA		Phone (432) 332-5058 Email lca@lcaodessa.com	
Address 521 N. Texas Avenue	City Odessa	State TX	Zip 79761

Street Address: 6411 N. State Hwy 349 Midland, Texas 79705

Legal Description
Lot: 1 Block: 1 Subdivision: Midland Country Club Estates

Current Zoning: AE

Proposed Zone: RR
(List by tracts if more than one district is requested)

Reason for Zone Change Request: To allow retail use on property

Present Use of Property: Vacant

Proposed Use of Property: Retail site

How would this zone change affect the public health, safety and welfare?
This site will allow a retail site which could impact traffic

Describe how conditions affecting the property have changed since present zoning designation: N/A

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date:
Applicant (printed):	
Property Owner (signature):	Date:
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 George E. Thornley who, being by me duly sworn, upon oath says: That (s)he is authorized by Byron D. and Kathy L Myers, 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.

George E Thornley
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 19th day of May, 20 21, to certify which witness my hand and seal of office.

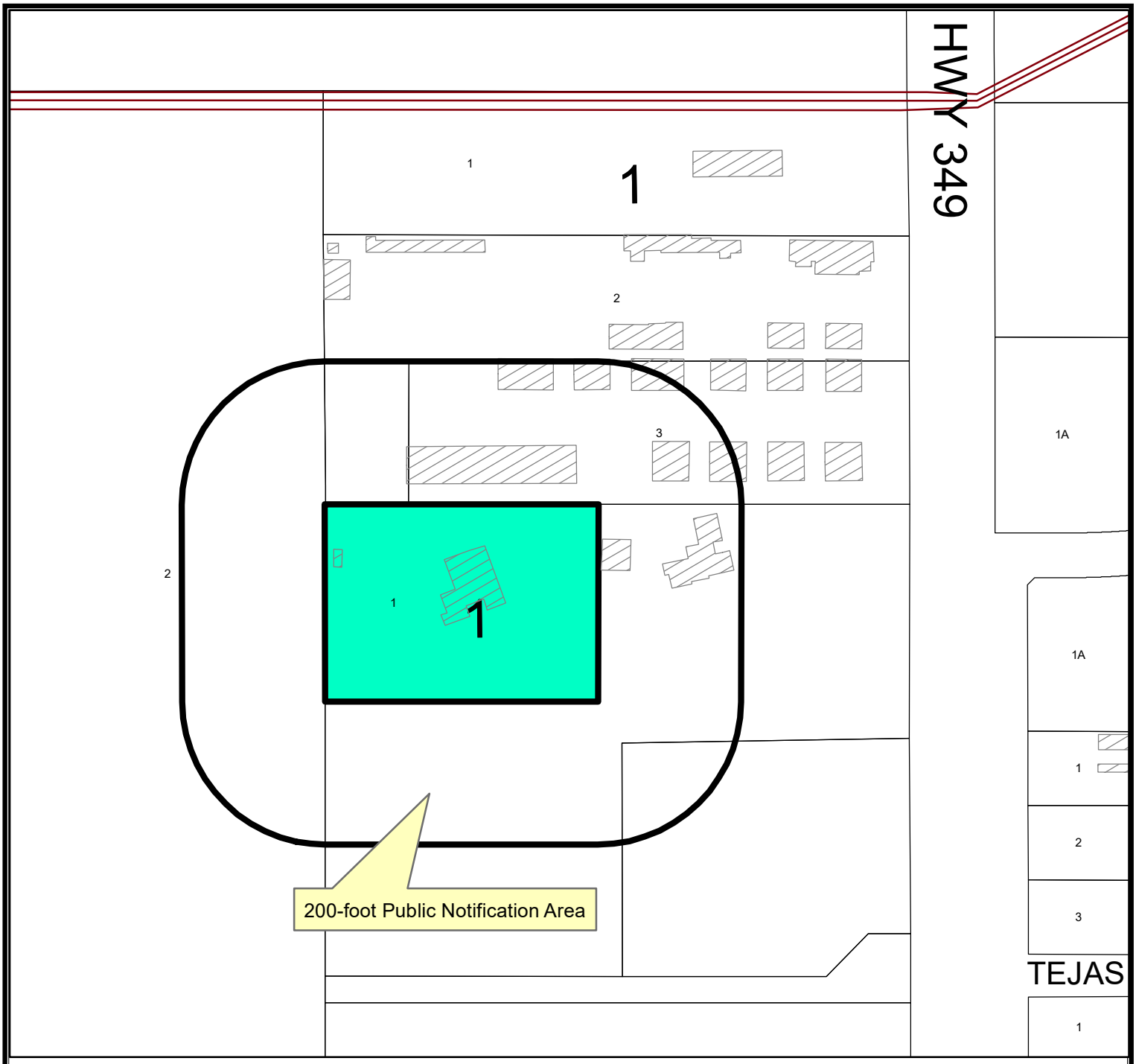
Melanie Martinez
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

NOTARY PUBLIC STATE OF TEXAS
Melanie Martinez
My Commission Expires
12/09/2022
ID No. 130046270

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☐ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # 39088	
Received By: Joseph Mangold	Date: RECEIVED MAY 19 2021 BY:

**Application will not be considered for scheduling until reviewed by a planner.



LOCATION MAP

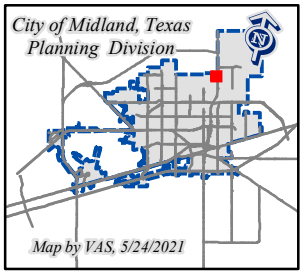
Z-21-0240 **Scale: 1" = 200'**

Consider a request by Landgraf, Crutcher & Associates, for a zone change from AE, Agricultural Estate District, to RR, Regional Retail District on Lot 1, Block 1, Midland Country Club Estates, City and County of Midland, Texas.

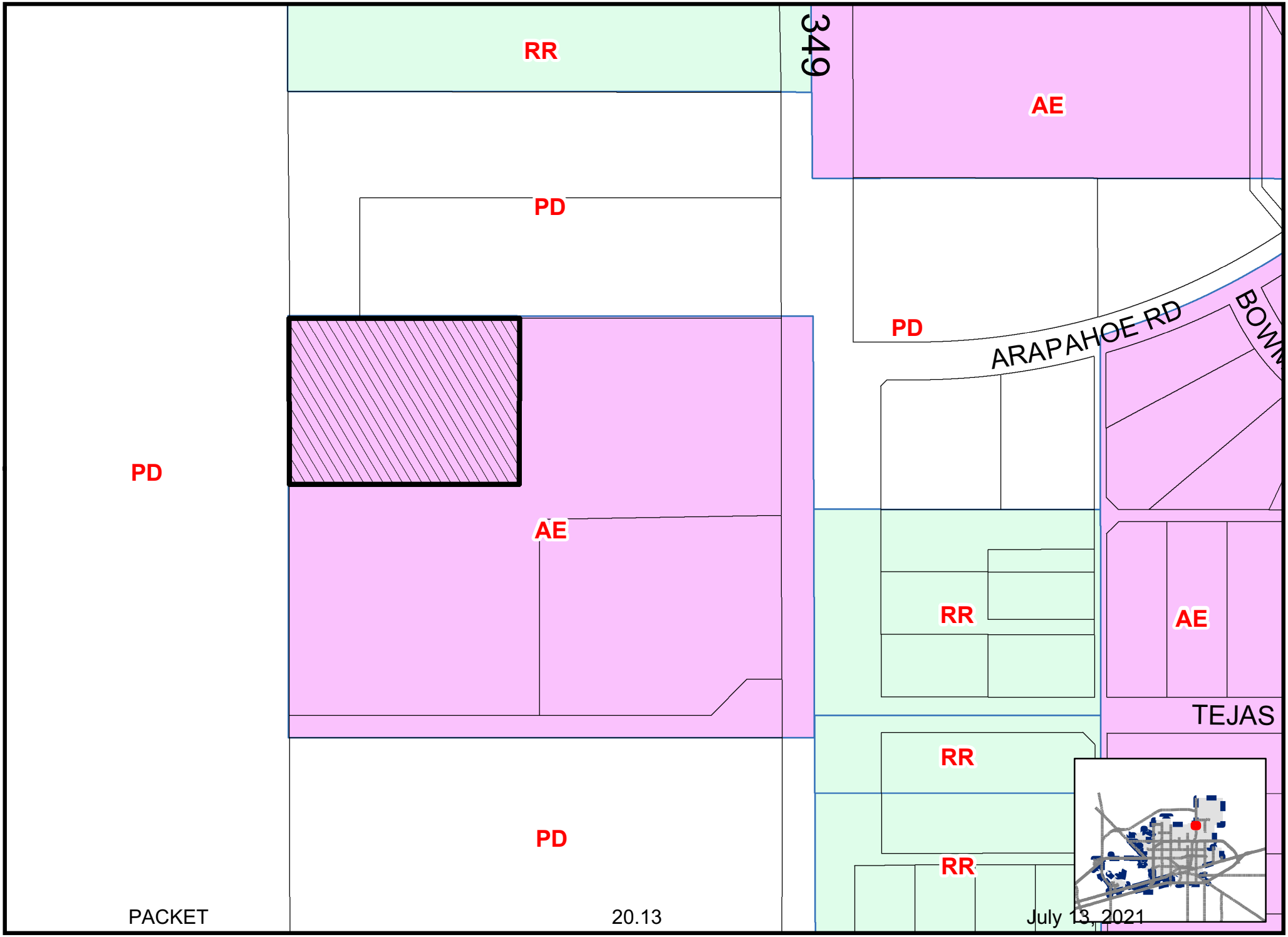
Generally located approximately 345 feet north of Tejas and approximately 455 feet west of N. State Highway 349. (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



July 13, 2021



Map ByVAS, 5/24/2021

Z-21-0240

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: June 22, 2021

To: City Council / City Manager

From: Morris Williams, Assistant City Manager

Subject: AN ORDINANCE AMENDING THE 2020-2021 FISCAL YEAR BUDGET SO AS TO INCREASE THE AMOUNT APPROPRIATED TO THE SPAY / NEUTER VOUCHER PROGRAM (DISTRICT: ALL) (CITY MANAGER)

Purpose:

The FY21 Animal Services spay/neuter voucher budget of $215,000 has been depleted. Based on the average monthly voucher expenditures over the previous 7 months, we will need approximately $150,000 to cover the remaining 5 months of this fiscal year.
In years past, we were able to transfer funds from within Community Services to cover any overages. However, due to last year's budget cuts and this year's plan to keep the budget flat, my concern is that will not be an option.

Recommended City Council Action:

Approve

Fiscal Impact:

$150,000 from the Unappropriated Fund Balance

Discussion:

The FY21 Animal Services spay/neuter voucher budget of $215,000 has been depleted. Based on the average monthly voucher expenditures over the previous 7 months, we will need approximately $150,000 to cover the remaining 5 months of this fiscal year.
In years past, we were able to transfer funds from within Community Services to cover any overages. However, due to last year's budget cuts and this year's plan to keep the budget flat, my concern is that will not be an option.

At the May 17th Animal Services Advisory Commission meeting, the Board discussed the

voucher program expenditures and Commissioner Donnelly recommended and Ms. Aly Dial seconded the request of an additional $150,000 from City Council in order to continue the voucher program through FY21.

It would be in the City's best interest to proceed with the Board's recommendation in order to help reduce the overpopulation of animals in our community.

Background:

$215,000 budgeted for FY21 (a $65,000 reduction from prior year budget due to budget cuts)

From October 1, 2020 to April 30, 2021
- 2,955 vouchers redeemed at $70 a voucher
- $206,850 expended in the first 7 months of the fiscal year
- $8,150 remaining for 5 months (approx. 116 vouchers)

Of the 2,955 redeemed vouchers, 1,609 vouchers were for owned animals and 1,346 vouchers were for feral cats.

Vouchers Redeemed Amount
Owned 1,609 (54%) $112,630
Feral 1,346 (46%) $94,220
Total 2,955 $206,850

TOTAL as of April 30, 2021 - $206,850
Feral – 1,346 vouchers ($94,220)
Owned – 1,609 vouchers ($112,630)
Voucher Redemption Breakdown by Provider (highest to lowest):

Fix West Texas
TOTAL $80,430
Feral – 860 vouchers ($60,200)
Owned – 289 vouchers ($20,230)

Baze Animal Clinic
TOTAL $47,880
Feral – 426 vouchers ($29,820)
Owned – 258 vouchers ($18,060)

J.A. Jensen, DVM
TOTAL $17,920
Feral – 24 vouchers ($1,680)
Owned – 232 vouchers ($16,240)

Animal Clinic at Mission Square
TOTAL $15,610
Feral – 2 vouchers ($140)

Owned – 221 vouchers ($15,470)

Town & Country Veterinary Hospital
TOTAL $14,420
Feral – 2 vouchers ($140)
Owned – 204 vouchers ($14,280)

Mesa Verde Animal Clinic
TOTAL $9,170
Feral – 5 vouchers ($350)
Owned – 126 vouchers ($8,820)

Shannon Animal Hospital
TOTAL $8,190
Feral – 19 vouchers ($1,330)
Owned – 98 vouchers ($6,860)

Animal Clinic & Hospital
TOTAL $3,710
Feral – 0
Owned – 53 vouchers ($3,710)

Cobb Veterinary Clinic
TOTAL $3,500
Feral – 0
Owned – 50 vouchers ($3,500)
A to Z Veterinary Hospital
TOTAL $3,290
Feral – 8 vouchers ($560)
Owned – 39 vouchers ($2,730)

Medical Veterinary Services
TOTAL $910
Feral – 0
Owned – 13 vouchers ($910)

Tall City Veterinary Hospital
TOTAL $770
Feral – 0
Owned – 11 vouchers ($770)

Angel Veterinary Clinic
TOTAL $560
Feral – 0
Owned – 8 vouchers ($560)

Greenbelt Animal Hospital

TOTAL $490
Feral – 0
Owned – 7 vouchers ($490)

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2020-2021 FISCAL YEAR BUDGET SO AS TO INCREASE THE AMOUNT APPROPRIATED TO THE SPAY / NEUTER VOUCHER PROGRAM

WHEREAS, expenditures in the Spay / Neuter Voucher Program will exceed the original estimate in the budget for the 2020-2021 fiscal year; and

WHEREAS, the Council finds it to be in the public interest to amend the 2020-2021 budget as necessary for municipal purposes and to meet unforeseen conditions which could not by reasonably diligent thought and attention have been included in the original budget for 2020-2021 fiscal year;

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

THAT in accordance with Texas Local Government Code sections 102.009 and 102.010, the official municipal budget for the fiscal year 2020-2021 is hereby amended by increasing the amount appropriated to a certain fund from the General Fund Unappropriated Fund Balance for the fiscal year ending September 30, 2021, as follows:

Increasing Budget Authority

Spay / Neuter Voucher Program. . . . . $65,000.00.

Said budget schedule is on file with the office of the City Secretary referenced by the date and number of this Ordinance.

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

Council members voting "AYE":

Council members voting "NAY":

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

Council members voting "AYE":

Council members voting "NAY":

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

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Christy Weakland, Interim Director of Finance

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

City Council Meeting

Item Number: 22

Meeting Date: July 13, 2021

To: City Council / City Manager

From: Ron Jenkins, Oil and Gas Coordinator

Subject: **The proposed granting of oil and gas well permits to Endeavor Energy Resources, L.P. for the drilling of the following oil and gas wells: Bankhead 4-33 Unit 2A #162; Bankhead 4-33 Unit 2A #173; and Bankhead 4-33 Unit 2A #182; said wells being generally located 580 feet north of West I-20 Service Road and between 1,157 feet and 1,207 feet east of South Midkiff. (DISTRICT 2) (DEVELOPMENT SERVICES)**

Purpose:

Endeavor Energy Resources, L.P., for the drilling of oil gas wells, as listed prior. This is an opportunity for the Council to receive public comment. Council may consider these permits following a 30-day public comment period and at a regularly scheduled meeting. No notices of objection received.

Recommended City Council Action:

Directional / Informational

Fiscal Impact:

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

Discussion:

The Oil and Gas Advisory Committee has reviewed these well sites in detail and recommends approval. A sound study has been completed and a 260’ long and 24’ high sound wall will be used during completions operation. Endeavor has a has a surface agreement with the surface owner. Receiving support of the Oil & Gas Advisory Committee, Endeavor Energy Resources is requesting the following variances:

1. Requesting a variance to have a perimeter fence around the well pad instead of individual wellheads.
2. Requesting a variance to the hours of operation for fracture stimulations and to allow for frac operations to occur during a 24-hour period.
3. Requesting a variance to the landscaping would impede future commercial development for the surface owner.
4. Requesting a variance to a larger reserve pit being 307 ft. X 281 ft. for the drilling of five wells on the pad and have cuttings transported off site and processed in accordance with Railroad Commission regulations

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

Robert Patrick

City Manager's Office

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
April 26, 2021	Endeavor Energy Resources, L.P.	110 N. Marienfeld, Suite 200 Midland, TX 79701

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432)-556-0588
Alex Bedford, Reservoir Engineer	110 N. Marienfeld, Suite 200 Midland, TX 79701	Rep. Fax (432)-682-3088
Fee: $4,000.00 Rec'd Yes X No___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4

Permit Compliance Contact (Choose 1): Option B

Option B: Ryan Burrow
1700 ECR 115
Midland, Texas 79706
Office: (432) 262-4271
Cell: (432) 813-3060

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

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):
Ryan Burrow, Production Foreman for Endeavor Energy Resources, L.P.: Cell: 432-813-3060
Endeavor Energy Resources, L.P. -**24-Hour Emergency Hotline- 432-570-0186**
Midland Police Department: 911 or 432-685-7110
Midland Fire Department: 911
Ambulance: 911
Paramedics: 911

Other Permitted Wells in City ***(ATTACHED AS EXHIBIT B*** **[see § J(26)]).**

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease): ***ATTACHED AS EXHIBIT C***

ATTACHED AS EXHIBIT C –is a letter from a licensed Texas Attorney indicating that the Operator has the legal right to develop the mineral estate that is the subject to this application. **[See § J(5)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location): Open Field, Commercial

ATTACHED AS EXHIBIT D **are the most** ***Current Tax Cards 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/plat/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 one hundred (100%) percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Bankhead 4-33 Unit 2A #162

ATTACHED AS EXHIBIT G is **Proposed Hole Size, Casing Program and Cementing Program [See § J(11) and § L(4)]:**
ATTACHED AS EXHIBIT G is **24 hour Fracing Operations Variance**

Legal Description of Proposed Well Site:

Surface Hole Location: 1027' FSL 1207' FWL, Section 4, Block 39, T-2-S, T&P RR Co Survey, Midland County, Texas

ATTACHED AS EXHIBIT G **is the Plat and 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 **is the location agreement letter with current Surface Owner. [See § J(27)].**

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

ATTACHED AS EXHIBIT M **is the Road Repair Agreement and** ***Letter of Credit/Certificate of Deposit/Surety Bond*** **in the amount of at least $75,000.** ***Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable):*** **Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary $75,000** ***letter of credit/certificate of deposit/surety bond*** **in conjunction with this request. [See § J(31)].**

ATTACHED AS EXHIBIT N **is the written Concept Plan and Site Plan. [See § J(32)].**

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

(1) Drilling: Electricity TXU: 1-800-233-2133

(2) Operations: Electricity TXU: 1-800-233-2133

Description of water source to be used during Drilling: Operator will attempt to use water from the Santa Rosa Aquifer for most all drilling and completion purposes. Operator also has freshwater wells in the area, and will be utilizing a frac pond located outside of City limits.

Description of all electric lines to production facilities (reference exhibits as necessary)
ATTACHED AS EXHIBIT G. **[See § L(10)]**

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary)
ATTACHED AS EXHIBIT O. **[See § J(35)]**

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P **is the *Blanket Bond and Rider* in accordance with Subsection (K)(2). [See § J(18)].**

ATTACHED AS EXHIBIT Q **is an Affidavit indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].**

ATTACHED AS EXHIBIT R **is the required Insurance Certificate. [See § J(19) and § K(3)].**

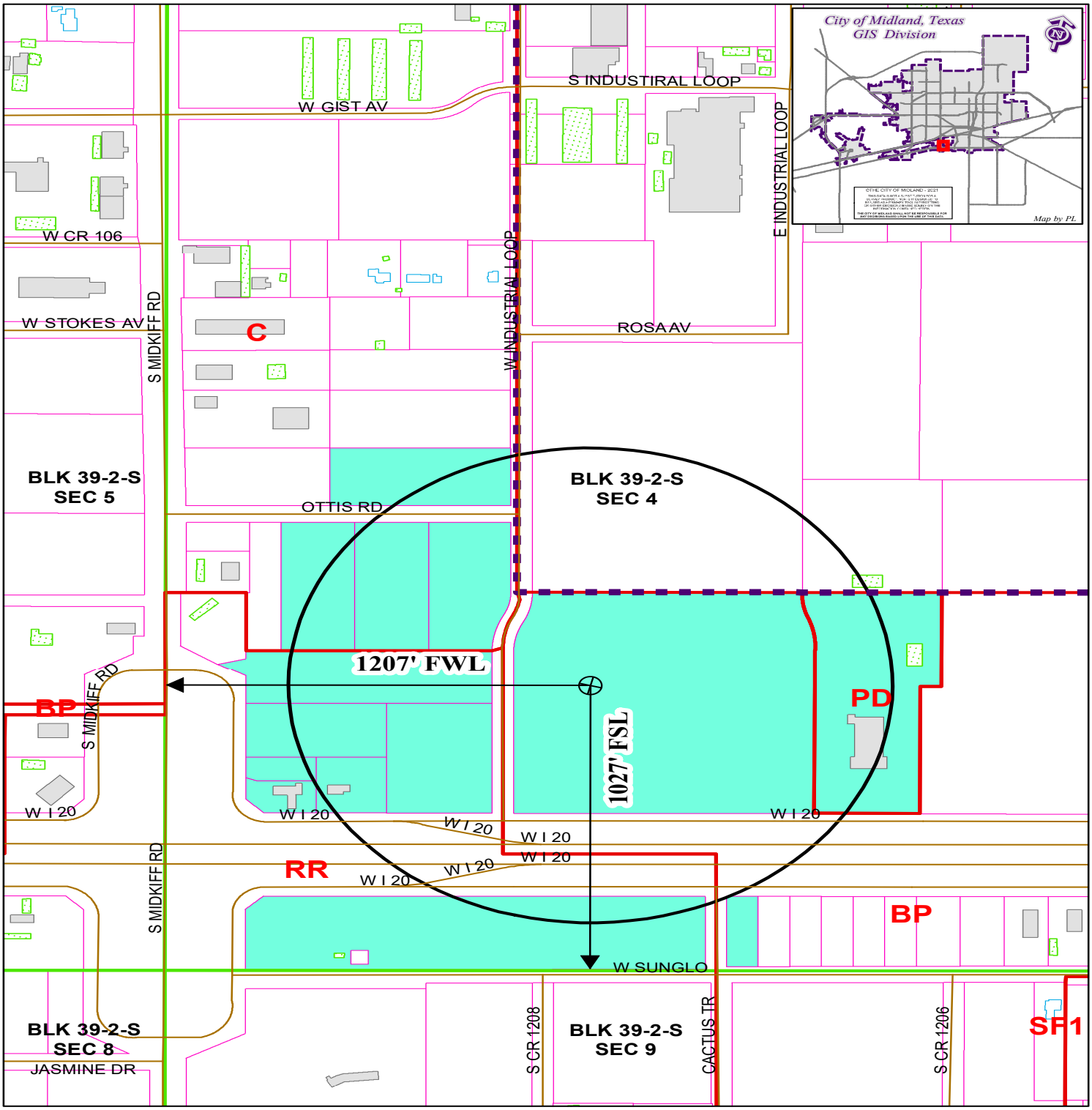
ATTACHED AS EXHIBIT S (if applicable) **is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].**

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 **is Applicant's Summary List of Variances**

ATTACHED AS EXHIBIT W **is Acoustic Impact Study and Noise Mitigation Plan**



LOCATION AND ZONING MAP

Oil - 034484 - 2021 **Scale: 1" = 400'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,027' FSL and 1,207' FWL, Section 4, Block 39, T-2-S, T&P RR CO Survey, Midland County, Texas.

Generally located 580 feet north of West I-20 Service Road and 1,207' feet east of South Midkiff Road.

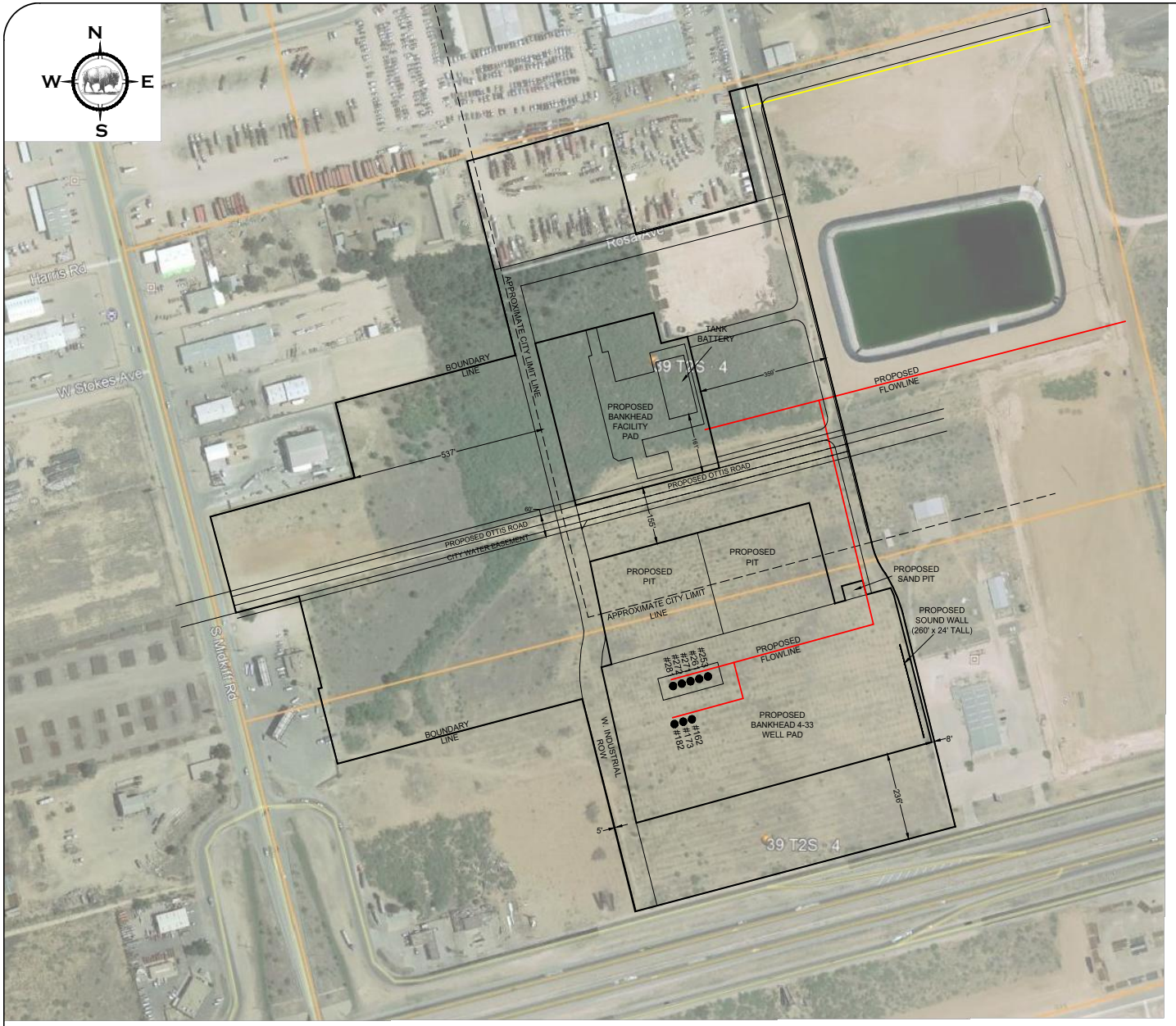
Bankhead 4-33 Unit 2A #162

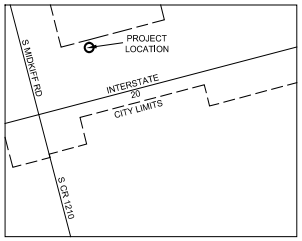
LEGEND

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





VICINITY MAP
NOT TO SCALE

LEGEND
- PROPOSED FLOWLINE
- PROPOSED ELECTRIC
- PROPOSED LEASE ROAD
- PROPOSED FUTURE LEASE ROAD
- PROPOSED FRESH WATER LINE

SCALE: = 1" = 200'
200 100 0 200 400
GRAPHIC SCALE

OVERALL SITE PLAN
SCALE: 1"=200'

PACKET 22.7

COORDINATES		
BANKHEAD 4-33 #253 (SHL) NORTHING: 10683697.5 EASTING: 1747530.2	COORDINATES SHOWN ARE THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD 83	BANKHEAD 4-33 #281 (SHL) NORTHING: 10683671.8 EASTING: 1747433.6
BANKHEAD 4-33 #261 (SHL) NORTHING: 10683691.1 EASTING: 1747506.0	BANKHEAD 4-33 #182 (SHL) NORTHING: 10683569.4 EASTING: 1747437.5	CENTER OF BANKHEAD WELL PAD NORTHING: 10683612.8 EASTING: 1747657.6
BANKHEAD 4-33 #271 (SHL) NORTHING: 10683684.7 EASTING: 1747481.9	BANKHEAD 4-33 #173 (SHL) NORTHING: 10683575.8 EASTING: 1747461.6	CENTER OF BANKHEAD FACILITY PAD NORTHING: 10684380.2 EASTING: 1747260.7
BANKHEAD 4-33 #272 (SHL) NORTHING: 10683678.2 EASTING: 1747457.7	BANKHEAD 4-33 #162 (SHL) NORTHING: 10683582.2 EASTING: 1747485.8	

STATE OF TEXAS REGISTERED JAMES P. KEENE 5100 PROFESSIONAL LAND SURVEYOR

July 13, 2021

BISON CREEK
LAND SERVICES, LLC
WWW.BISON-CREEK.COM
FIRM LICENSE NO. 10193880
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OVERALL SITE PLAN
BANKHEAD
OVERALL SITE PLAN SITUATED IN THE CITY OF MIDLAND, SECTION 4, BLOCK 39, T-2-S, T & P RR CO. SURVEY, ABSTRACT NO. 1168, MIDLAND COUNTY, TEXAS.

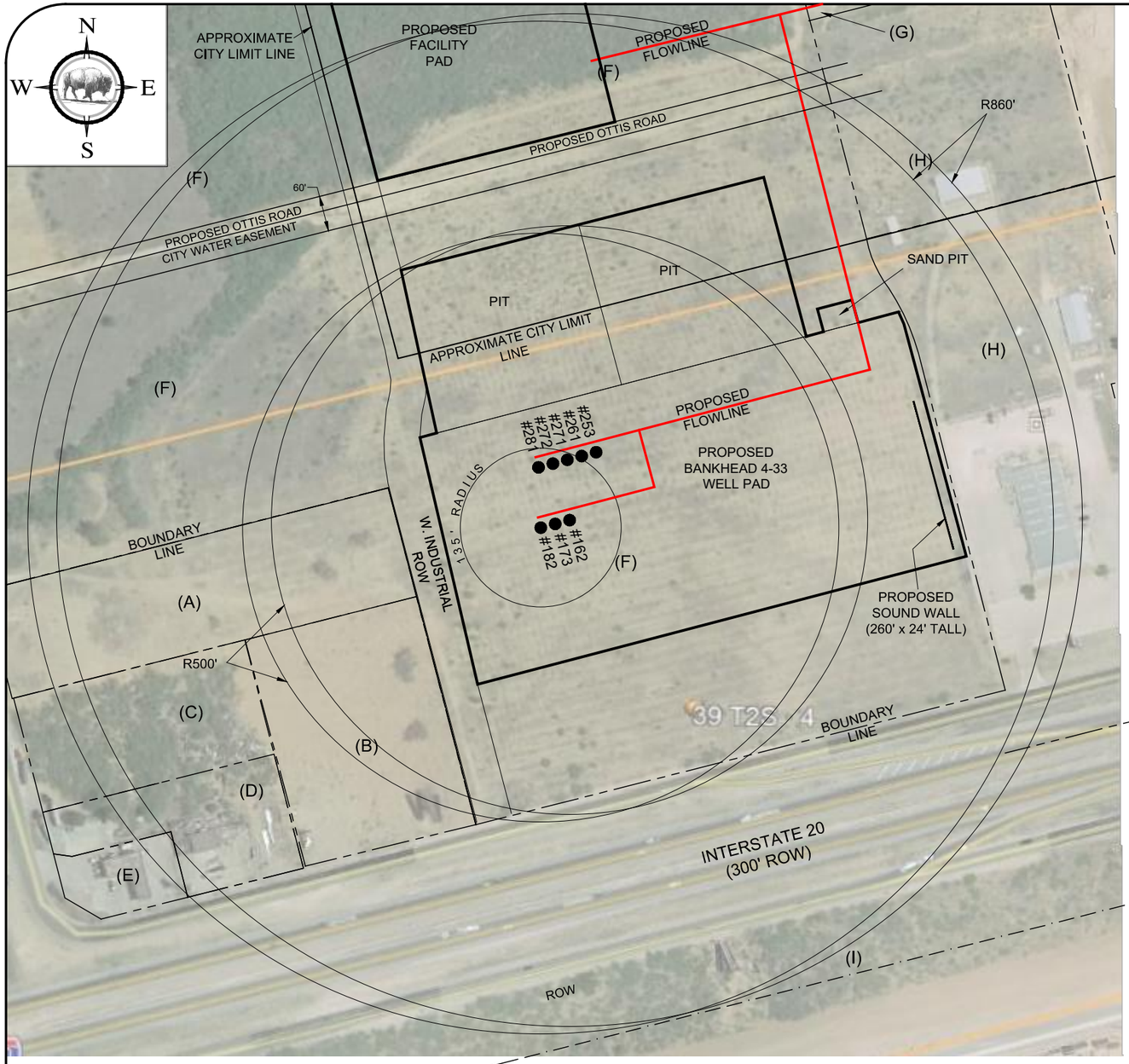
ENDEAVOR ENERGY RESOURCES, L.P.

BISON CREEK LAND SERVICES, LLC 2445 INTERSTATE 20, BLDG. 9, WILLS POINT, TEXAS 75169 PHONE: 903-873-3600 WWW.BISON-CREEK.COM

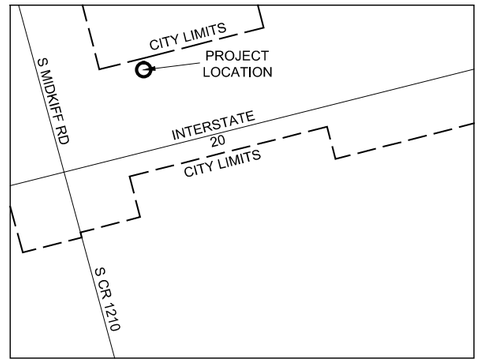
REVISED: 02/18/20 UPDATED SITE PLAN -DV

SCALE: 1" = 200'
DATE: 09/06/19
APPROVED BY: JPK
DRAWN BY: BEM
CREW: RJR
PROJECT NO.19-02490 OVERALL SITE PLAN

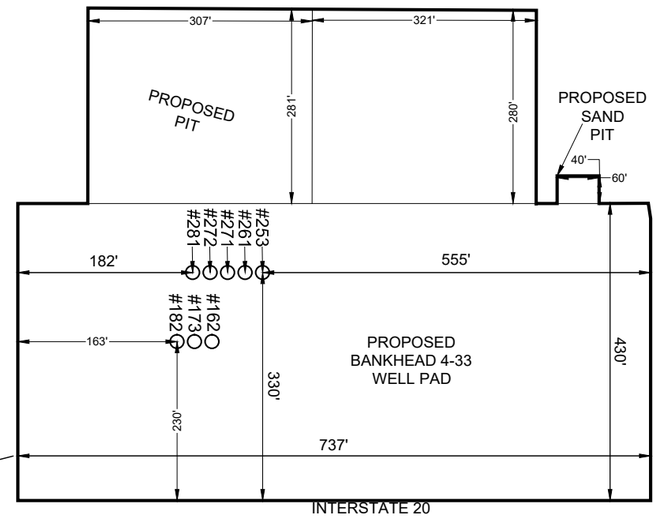
SHEET 1 OF 1



TRACT & LOT NAMES & ADDRESSES
(A) Thomas H. Moore, 1309 Upland St., Midland, TX 79703, Doc. #2017-16450
(B) Thomas H. Moore, 1309 Upland St., Midland, TX 79703, Doc. #2017-23058
(C) John E. Johnson, 16120 N. Western Ave., Gardendale, TX 79758-4006, Vol 1402, Pg. 319
(D) Twelve Hands High, LLC, P.O. Box 2087, Fredricksburg, TX 78624, Doc. #2019-3017
(E) Twelve Hands High, LLC, P.O. Box 2087, Fredricksburg, TX 78624, Doc. #2019-3016
(F) Western T Corporation, P.O. Box, 10512, Midland, TX 79702, Vol. 2659, Pg. 52 and Endeavor Energy Resources LP, 110 N. Marienfield, Ste. 200, Midland, TX 79701-4412, Doc. #2018-2369
(G) Endeavor Energy Resources LP, 110 N. Marienfield, Ste. 200, Midland, TX 79701-4412, Doc. #2018-2369
(H) Towbots LLC, 2600 Mockingbird Ln, Midland, TX 79705, Doc. #2016-32923
(I) Perry L. Riggs, 2222 Quarterpath Dr., Richmond, TX 77469-6630, Col. 745, Pg. 139



VICINITY MAP
NOT TO SCALE



LAYOUT PLAN
1" = 200'

LEGEND
PROPOSED FLOWLINE
— E — PROPOSED ELECTRIC
PROPOSED LEASE ROAD
PROPOSED FUTURE LEASE ROAD
— W — PROPOSED FRESH WATER LINE

COORDINATES			
COORDINATES SHOWN ARE THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD 83			
BANKHEAD 4-33 #182 (SHL) NORTHING: 10683569.4 EASTING: 1747437.5	BANKHEAD 4-33 #173 (SHL) NORTHING: 10683575.8 EASTING: 1747461.6	BANKHEAD 4-33 #162 (SHL) NORTHING: 10683582.2 EASTING: 1747485.8	CENTER OF BANKHEAD WELL PAD NORTHING: 10683620.8 EASTING: 1747689.4

SITE PLAN
1" = 200'
SCALE: 1" = 200'

200 100 0 200 400
GRAPHIC SCALE

STATE OF TEXAS
REGISTERED
JAMES P. KEENE
5100
PROFESSIONAL LAND SURVEYOR

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BISON CREEK LAND SERVICES, LLC 24443 I-20, BLDG. 9, WILLS POINT,TEXAS 75169 PHONE: (903) 873 - 3600

SITE PLAN
ENDEAVOR ENERGY RESOURCES, L.P.
BANKHEAD 4-33 WELL PAD
(ROUND 2)
SITUATED IN THE
CITY OF MIDLAND, SECTION 4, BLOCK 39, T-2-S, T & P RR CO. SURVEY, ABSTRACT NO. 1168, MIDLAND COUNTY, TEXAS.

SCALE: 1"= 200' DATE: 03/01/21
DRAWN BY: BEM
APPROVED: JPK
FIELD CREW: DC
PROJECT NO: 16-02490-BANKHEAD WELL PAD1 ROUND 2

SHEET
1
OF 1

PACKET
22.8
July 13, 2021

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
April 26, 2021	Endeavor Energy Resources, L.P.	110 N. Marienfeld, Suite 200 Midland, TX 79701

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432)-556-0588
Alex Bedford, Reservoir Engineer	110 N. Marienfeld, Suite 200 Midland, TX 79701	Rep. Fax (432)-682-3088
Fee: $4,000.00 Rec'd Yes X No___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4

Permit Compliance Contact (Choose 1): Option B

Option B: Ryan Burrow
1700 ECR 115
Midland, Texas 79706
Office: (432) 262-4271
Cell: (432) 813-3060

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

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):
Ryan Burrow, Production Foreman for Endeavor Energy Resources, L.P.: Cell: 432-813-3060
Endeavor Energy Resources, L.P. -**24-Hour Emergency Hotline- 432-570-0186**
Midland Police Department: 911 or 432-685-7110
Midland Fire Department: 911
Ambulance: 911
Paramedics: 911

Other Permitted Wells in City ***(ATTACHED AS EXHIBIT B*** **[see § J(26)]).**

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease): ***ATTACHED AS EXHIBIT C***

ATTACHED AS EXHIBIT C –is a letter from a licensed Texas Attorney indicating that the Operator has the legal right to develop the mineral estate that is the subject to this application. **[See § J(5)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location): Open Field, Commercial

ATTACHED AS EXHIBIT D **are the most** ***Current Tax Cards 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/plat/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 one hundred (100%) percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Bankhead 4-33 Unit 2A #173

ATTACHED AS EXHIBIT G is **Proposed Hole Size, Casing Program and Cementing Program [See § J(11) and § L(4)]:**
ATTACHED AS EXHIBIT G is **24 hour Fracing Operations Variance**

Legal Description of Proposed Well Site:

Surface Hole Location: 1027' FSL 1182' FWL, Section 4, Block 39, T-2-S, T&P RR Co Survey, Midland County, Texas

ATTACHED AS EXHIBIT G **is the Plat and 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 **is the location agreement letter with current Surface Owner. [See § J(27)].**

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

ATTACHED AS EXHIBIT M **is the Road Repair Agreement and** ***Letter of Credit/Certificate of Deposit/Surety Bond*** **in the amount of at least $75,000.** ***Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable):*** **Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary $75,000** ***letter of credit/certificate of deposit/surety bond*** **in conjunction with this request. [See § J(31)].**

ATTACHED AS EXHIBIT N **is the written Concept Plan and Site Plan. [See § J(32)].**

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

(1) Drilling: Electricity TXU: 1-800-233-2133

(2) Operations: Electricity TXU: 1-800-233-2133

Description of water source to be used during Drilling: Operator will attempt to use water from the Santa Rosa Aquifer for most all drilling and completion purposes. Operator also has freshwater wells in the area, and will be utilizing a frac pond located outside of City limits.

Description of all electric lines to production facilities (reference exhibits as necessary)
ATTACHED AS EXHIBIT G. **[See § L(10)]**

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary)
ATTACHED AS EXHIBIT O. **[See § J(35)]**

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P **is the *Blanket Bond and Rider* in accordance with Subsection (K)(2). [See § J(18)].**

ATTACHED AS EXHIBIT Q **is an Affidavit indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].**

ATTACHED AS EXHIBIT R **is the required Insurance Certificate. [See § J(19) and § K(3)].**

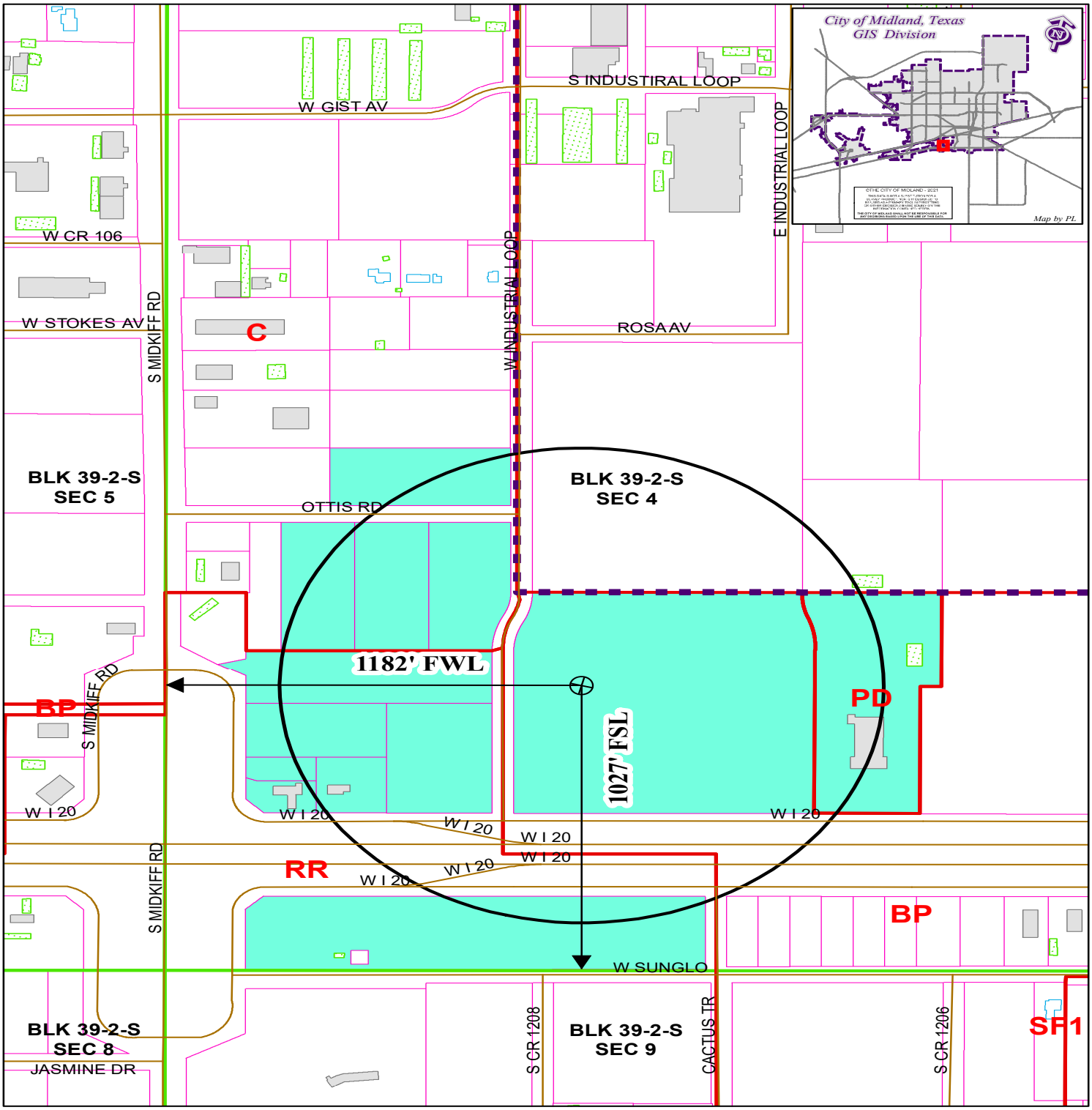
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ATTACHED AS EXHIBIT T **is Applicant's Emergency Action Response Plan. [See § J(22)].**

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 **is Applicant's Summary List of Variances**

ATTACHED AS EXHIBIT W **is Acoustic Impact Study and Noise Mitigation Plan**



LOCATION AND ZONING MAP

Oil - 034485 - 2021 **Scale: 1" = 400'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,027' FSL and 1,182' FWL, Section 4, Block 39, T-2-S, T&P RR CO Survey, Midland County, Texas.

Generally located 580 feet north of West I-20 Service Road and 1,182' feet east of South Midkiff Road.

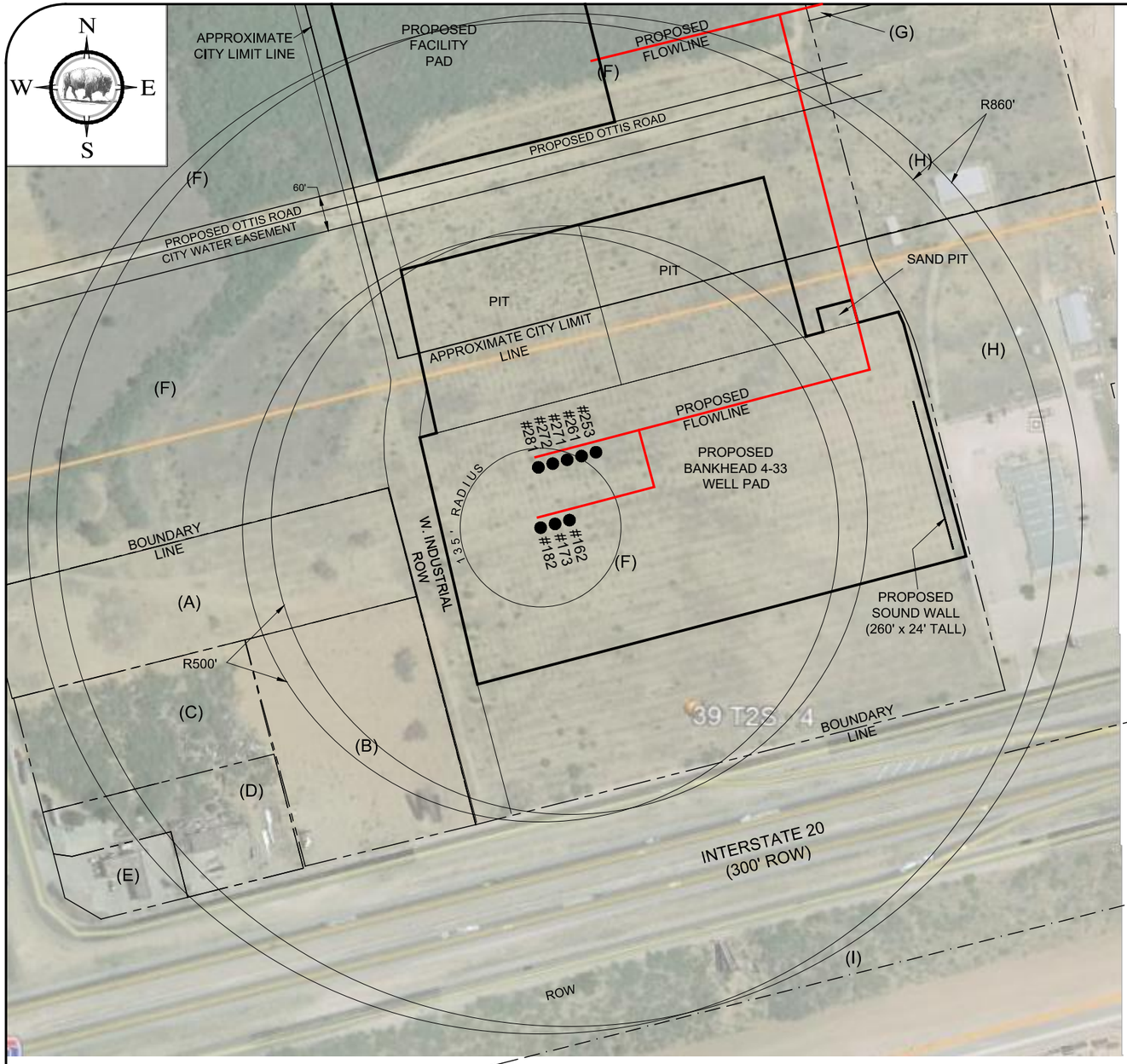
Bankhead 4-33 Unit 2A #173

LEGEND

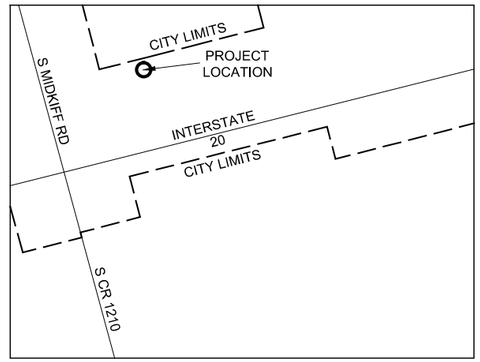
CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

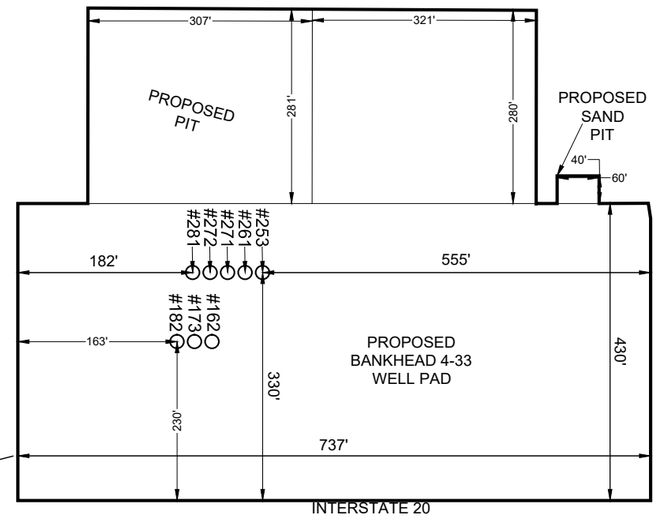
FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOW RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL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



TRACT & LOT NAMES & ADDRESSES
(A) Thomas H. Moore, 1309 Upland St., Midland, TX 79703, Doc. #2017-16450
(B) Thomas H. Moore, 1309 Upland St., Midland, TX 79703, Doc. #2017-23058
(C) John E. Johnson, 16120 N. Western Ave., Gardendale, TX 79758-4006, Vol 1402, Pg. 319
(D) Twelve Hands High, LLC, P.O. Box 2087, Fredricksburg, TX 78624, Doc. #2019-3017
(E) Twelve Hands High, LLC, P.O. Box 2087, Fredricksburg, TX 78624, Doc. #2019-3016
(F) Western T Corporation, P.O. Box, 10512, Midland, TX 79702, Vol. 2659, Pg. 52 and Endeavor Energy Resources LP, 110 N. Marienfield, Ste. 200, Midland, TX 79701-4412, Doc. #2018-2369
(G) Endeavor Energy Resources LP, 110 N. Marienfield, Ste. 200, Midland, TX 79701-4412, Doc. #2018-2369
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(I) Perry L. Riggs, 2222 Quarterpath Dr., Richmond, TX 77469-6630, Col. 745, Pg. 139



VICINITY MAP
NOT TO SCALE



LAYOUT PLAN
1" = 200'

LEGEND
PROPOSED FLOWLINE
— E — PROPOSED ELECTRIC
PROPOSED LEASE ROAD
PROPOSED FUTURE LEASE ROAD
— W — PROPOSED FRESH WATER LINE

COORDINATES			
COORDINATES SHOWN ARE THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD 83			
BANKHEAD 4-33 #182 (SHL) NORTHING: 10683569.4 EASTING: 1747437.5	BANKHEAD 4-33 #173 (SHL) NORTHING: 10683575.8 EASTING: 1747461.6	BANKHEAD 4-33 #162 (SHL) NORTHING: 10683582.2 EASTING: 1747485.8	CENTER OF BANKHEAD WELL PAD NORTHING: 10683620.8 EASTING: 1747689.4

SITE PLAN
1" = 200'
SCALE: 1" = 200'

200 100 0 200 400
GRAPHIC SCALE

STATE OF TEXAS REGISTERED
JAMES P. KEENE
5100
PROFESSIONAL LAND SURVEYOR

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FIRM LICENSE NO. 10193880
BISON CREEK LAND SERVICES, LLC 24443 I-20, BLDG. 9, WILLS POINT,TEXAS 75169 PHONE: (903) 873 - 3600

SITE PLAN
ENDEAVOR ENERGY RESOURCES, L.P.
BANKHEAD 4-33 WELL PAD
(ROUND 2)
SITUATED IN THE
CITY OF MIDLAND, SECTION 4, BLOCK 39, T-2-S, T & P RR CO. SURVEY, ABSTRACT NO. 1168, MIDLAND COUNTY, TEXAS.

SCALE: 1"= 200' DATE: 03/01/21
DRAWN BY: BEM
APPROVED: JPK
FIELD CREW: DC
PROJECT NO: 16-02490-BANKHEAD WELL PAD1 ROUND 2

SHEET 1 OF 1

PACKET
22.13
July 13, 2021

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

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Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432)-556-0588
Alex Bedford, Reservoir Engineer	110 N. Marienfeld, Suite 200 Midland, TX 79701	Rep. Fax (432)-682-3088
Fee: $4,000.00 Rec'd Yes X No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

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Option B: Ryan Burrow
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Other Permitted Wells in City ***(ATTACHED AS EXHIBIT B*** **[see § J(26)]).**

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IV. Well & Operations Information

Proposed Well Name: Bankhead 4-33 Unit 2A #182

ATTACHED AS EXHIBIT G is **Proposed Hole Size, Casing Program and Cementing Program [See § J(11) and § L(4)]:**
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Legal Description of Proposed Well Site:

Surface Hole Location: 1027' FSL 1157' FWL, Section 4, Block 39, T-2-S, T&P RR Co Survey, Midland County, Texas

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(2) **Operations:** Electricity TXU: 1-800-233-2133

Description of water source to be used during Drilling: Operator will attempt to use water from the Santa Rosa Aquifer for most all drilling and completion purposes. Operator also has freshwater wells in the area, and will be utilizing a frac pond located outside of City limits.

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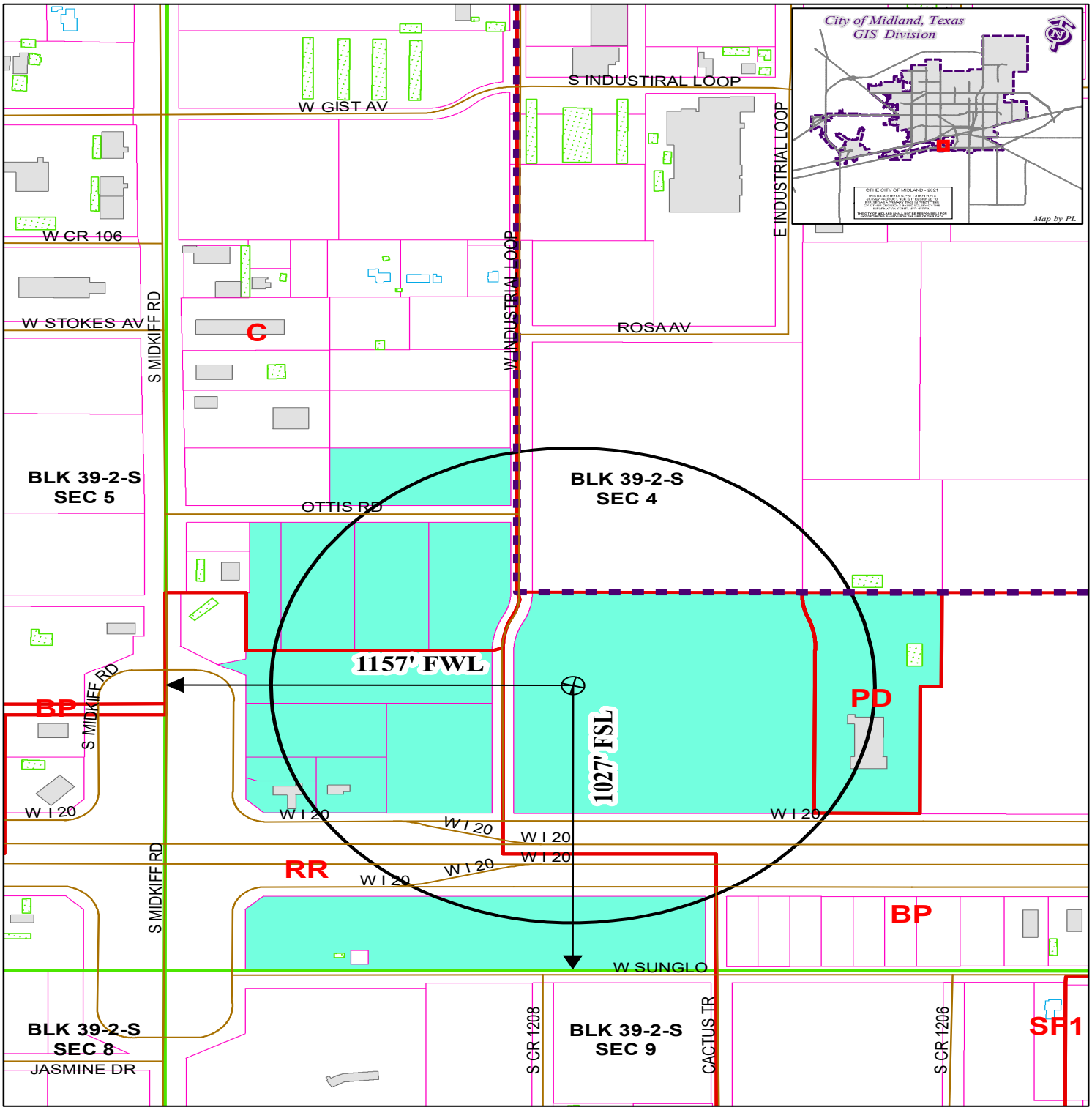
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ATTACHED AS EXHIBIT V **is Applicant's Summary List of Variances**

ATTACHED AS EXHIBIT W **is Acoustic Impact Study and Noise Mitigation Plan**



LOCATION AND ZONING MAP

Oil - 034483 - 2021 **Scale: 1" = 400'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,027' FSL and 1,157' FWL, Section 4, Block 39, T-2-S, T&P RR CO Survey, Midland County, Texas.

Generally located 580 feet north of West I-20 Service Road and 1,157 feet east of South Midkiff Road.

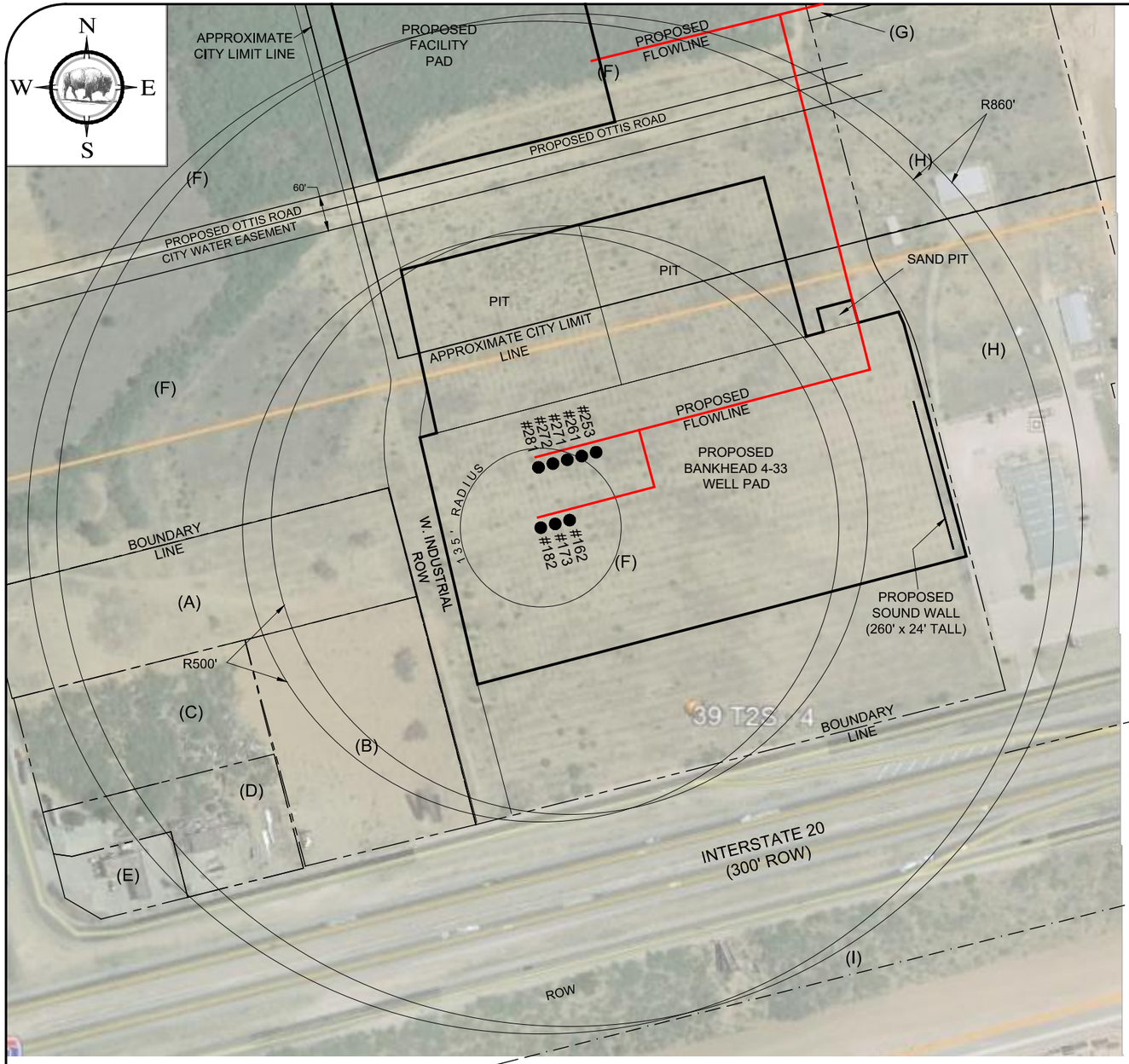
Bankhead 4-33 Unit 2A #182

LEGEND

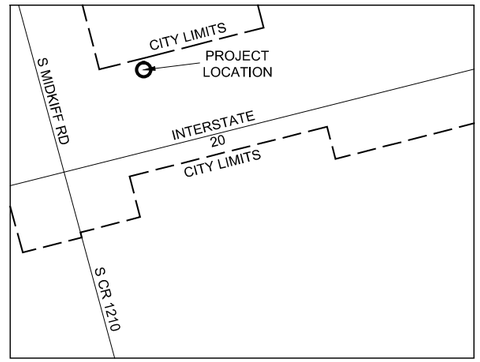
CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

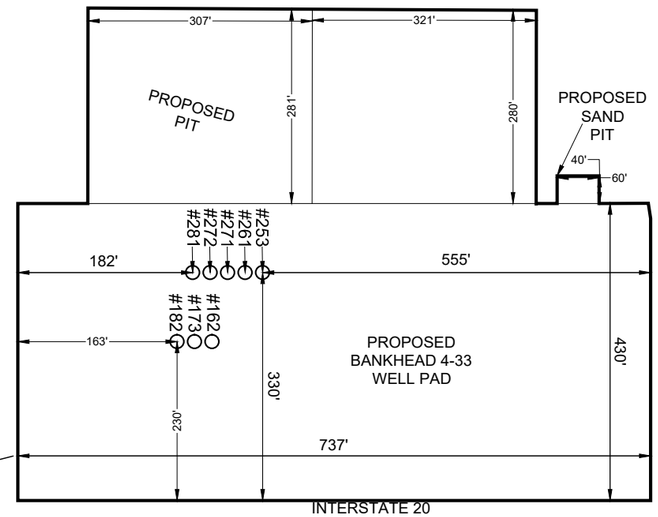
FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOW RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL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



TRACT & LOT NAMES & ADDRESSES
(A) Thomas H. Moore, 1309 Upland St., Midland, TX 79703, Doc. #2017-16450
(B) Thomas H. Moore, 1309 Upland St., Midland, TX 79703, Doc. #2017-23058
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(F) Western T Corporation, P.O. Box, 10512, Midland, TX 79702, Vol. 2659, Pg. 52 and Endeavor Energy Resources LP, 110 N. Marienfield, Ste. 200, Midland, TX 79701-4412, Doc. #2018-2369
(G) Endeavor Energy Resources LP, 110 N. Marienfield, Ste. 200, Midland, TX 79701-4412, Doc. #2018-2369
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(I) Perry L. Riggs, 2222 Quarterpath Dr., Richmond, TX 77469-6630, Col. 745, Pg. 139



VICINITY MAP
NOT TO SCALE



LAYOUT PLAN
1" = 200'

LEGEND
PROPOSED FLOWLINE
— E — PROPOSED ELECTRIC
PROPOSED LEASE ROAD
PROPOSED FUTURE LEASE ROAD
— W — PROPOSED FRESH WATER LINE

COORDINATES			
COORDINATES SHOWN ARE THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD 83			
BANKHEAD 4-33 #182 (SHL) NORTHING: 10683569.4 EASTING: 1747437.5	BANKHEAD 4-33 #173 (SHL) NORTHING: 10683575.8 EASTING: 1747461.6	BANKHEAD 4-33 #162 (SHL) NORTHING: 10683582.2 EASTING: 1747485.8	CENTER OF BANKHEAD WELL PAD NORTHING: 10683620.8 EASTING: 1747689.4

SITE PLAN
1" = 200'
SCALE: 1" = 200'

200 100 0 200 400
GRAPHIC SCALE

STATE OF TEXAS REGISTERED
JAMES P. KEENE
5100
PROFESSIONAL LAND SURVEYOR

BISON CREEK LAND SERVICES, LLC
WWW.BISON-CREEK.COM
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FIRM LICENSE NO. 10193880
BISON CREEK LAND SERVICES, LLC 24443 I-20, BLDG. 9, WILLS POINT,TEXAS 75169 PHONE: (903) 873 - 3600

SITE PLAN
ENDEAVOR ENERGY RESOURCES, L.P.
BANKHEAD 4-33 WELL PAD
(ROUND 2)
SITUATED IN THE
CITY OF MIDLAND, SECTION 4, BLOCK 39, T-2-S, T & P RR CO. SURVEY, ABSTRACT NO. 1168, MIDLAND COUNTY, TEXAS.

SCALE: 1"= 200' DATE: 03/01/21
DRAWN BY: BEM
APPROVED: JPK
FIELD CREW: DC
PROJECT NO: 16-02490-BANKHEAD WELL PAD1 ROUND 2

SHEET 1 OF 1

PACKET
22.18
July 13, 2021

City Council Meeting

Item Number: 23

Meeting Date: July 13, 2021

To: City Council / City Manager

From: Ron Jenkins, Oil and Gas Coordinator

Subject: The proposed granting of oil and gas well permit to Permian Deep Rock Oil Co., LLC for the drilling of the oil and gas well Charger #H130LS; said well being generally located 2,373 feet east of South Garfield Street and 320 feet north of West County Road 111. (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

The proposed granting of oil and gas well permit to Permian Deep Rock Oil Co., LLC for the drilling of the oil and gas well Charger #H130LS; said well being generally located 2,373 feet east of South Garfield Street and 320 feet north of West County Road 111. Council may consider this permit following a 30-day public comment period and at a regularly scheduled meeting. No notices of objection received.

Recommended City Council Action:

Directional / Informational

Fiscal Impact:

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

Discussion:

The Oil and Gas Advisory Committee has reviewed the well site in detail and recommends approval. This application is for a previously approved permit that has expired. A 16 ft. sound wall will be used during drilling and fracing operations being located on the north side of location. This well application was approved under a previous permit but has expired. 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 since city water is not available.
(4) Permian Deep Rock Oil Company requests variance to the Road Repair Agreement due to no city streets will be used.

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

Robert Patrick

City Manager's Office

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
05/03/2021	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

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

Permit Compliance Contact (Choose 1):

Option A:

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

Option B:

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

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

See Exhibit "A"

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

II. Mineral Ownership

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

1.

2.

3.

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

See Exhibit "C"

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):
Surface use: Undeveloped Rangeland, service company yards and apartment complex
Surface ownership: Two residences, apartment complex and service company yards:

See Exhibit "D"

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

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

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

IV. Well & Operations Information

Proposed Well Name: Charger #H130LS Original approved city permit (Charger A H130LS) expired 05/18/2020

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: 108' FSL & 2310' FWL, Section 3
Block 39, T-2-S, T&PRR Co. Survey, Midland County, Texas

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

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

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

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

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

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

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

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

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

(1) Drilling: None

(2) Operations: Oncor

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

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

See Exhibit "N"

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

See Exhibit "O"

V. Additional Required Exhibits

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

ATTACHED AS EXHIBIT Q **: Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by applicant are current. (See § J(29)**

ATTACHED AS EXHIBIT R **is the required Insurance Certificate. [See § J(19) and § K(3)].**

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

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

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

Attached as Exhibit V: Applicants variances

Permian Deep Rock Oil Co. LLC
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

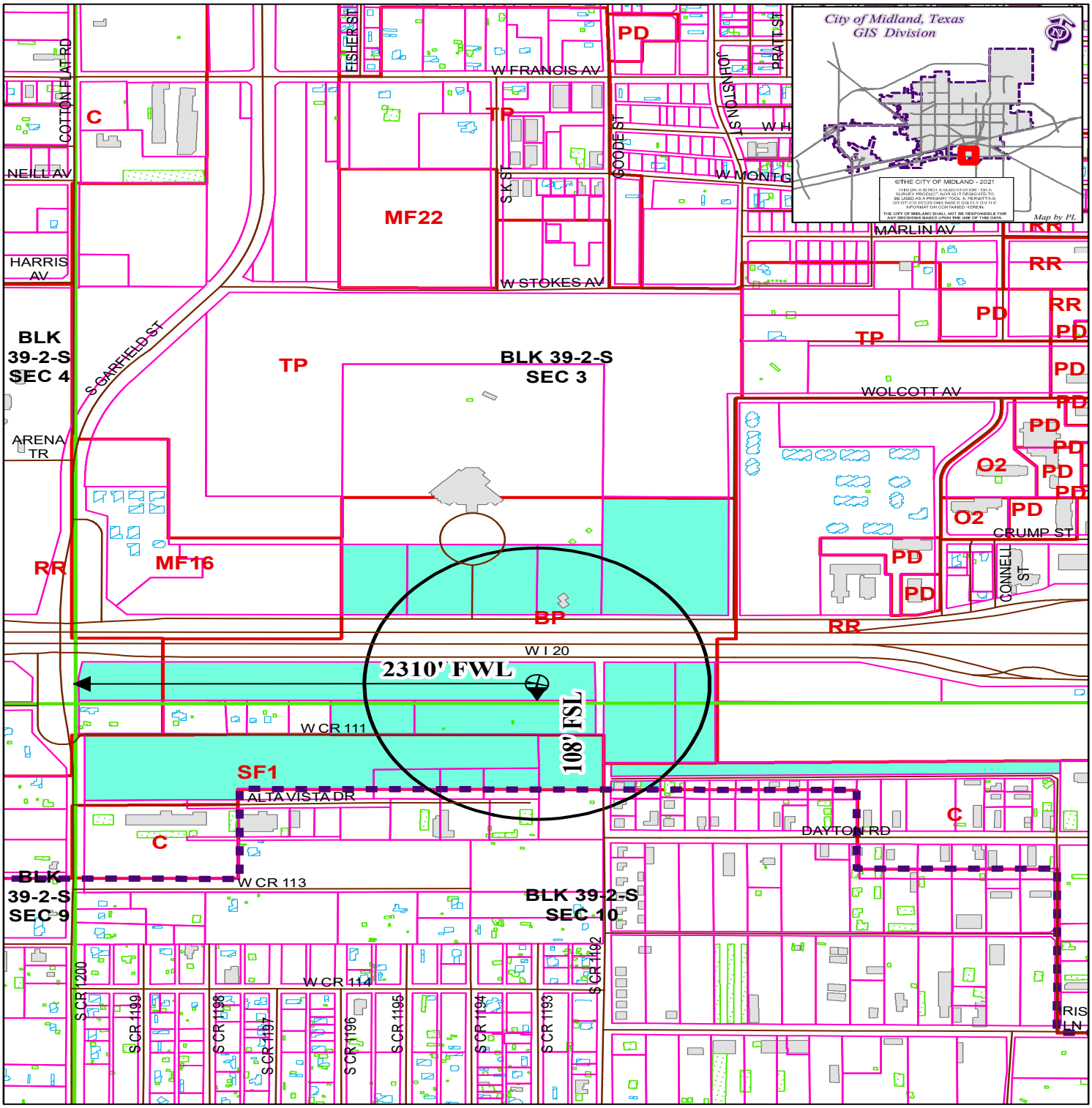
County of Midland)

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

Lindsay Jonell Venerable
Notary Public, State of Texas

LINDSAY JONELL VENERABLE
Notary ID #128754089
My Commission Expires
September 29, 2023

SEAL



LOCATION AND ZONING MAP

Oil - 034482 - 2021 **Scale: 1" = 700'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 108' FSL and 2,310' FWL, Section 3, Block 39, T-2-S, T&P RR CO Survey, Midland County, Texas.

Generally located 2,273 feet east of South Garfield Street and 320 feet north of West County Road 111.

Charger #H130LS

LEGEND

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

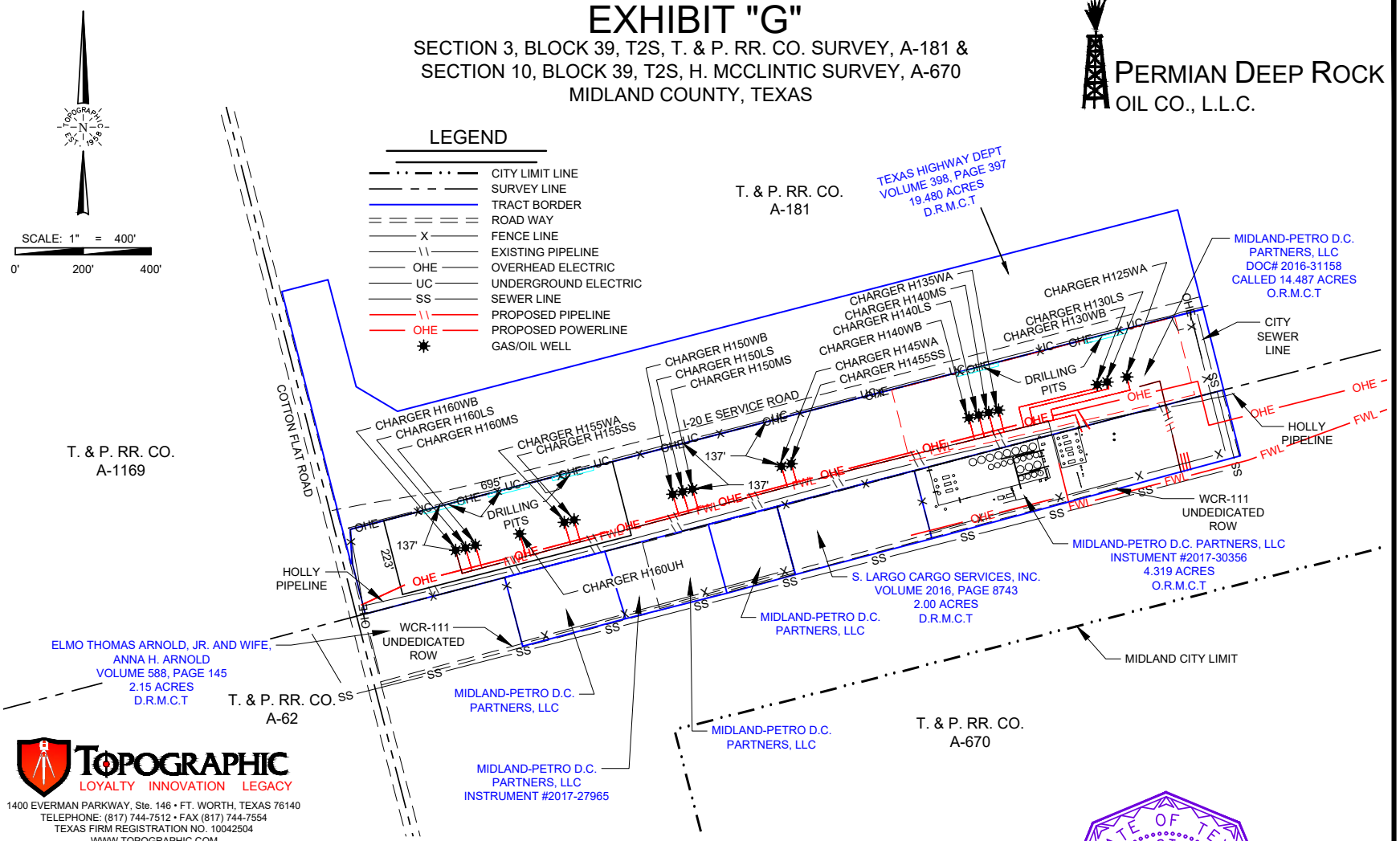
ZONING DISTRICTS:

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

EXHIBIT "G"

SECTION 3, BLOCK 39, T2S, T. & P. RR. CO. SURVEY, A-181 &
SECTION 10, BLOCK 39, T2S, H. MCCLINTIC SURVEY, A-670
MIDLAND COUNTY, TEXAS

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



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

CHARGER UNIT
CITY PERMIT

DATE: 07/05/2017
FILE: SK_CHARGER_UNIT_CL_PERMIT_REV24
DRAWN BY: CAR
SHEET : 4 OF 12

REVISION:	
JRH	07/18/18
JRH	05/24/19
JRH	11/07/19
DRH	08/12/20
DRH	08/26/20
DRH	04/12/21
DRH	04/28/21

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

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

JEFFREY N LUEDERS, R.P.L.S. No. 6512
SURVEYED ON THE GROUND: APRIL 12, 2021

S:\SURVEY\ARRINGTON\CHARGER_UNIT\FINAL_PRODUCTS\SKETCH\SK_CHARGER_UNIT_CL_PERMIT_REV24.DWG 4/28/2021 7:32:18 AM dharris

SCALE: 1" = 300'

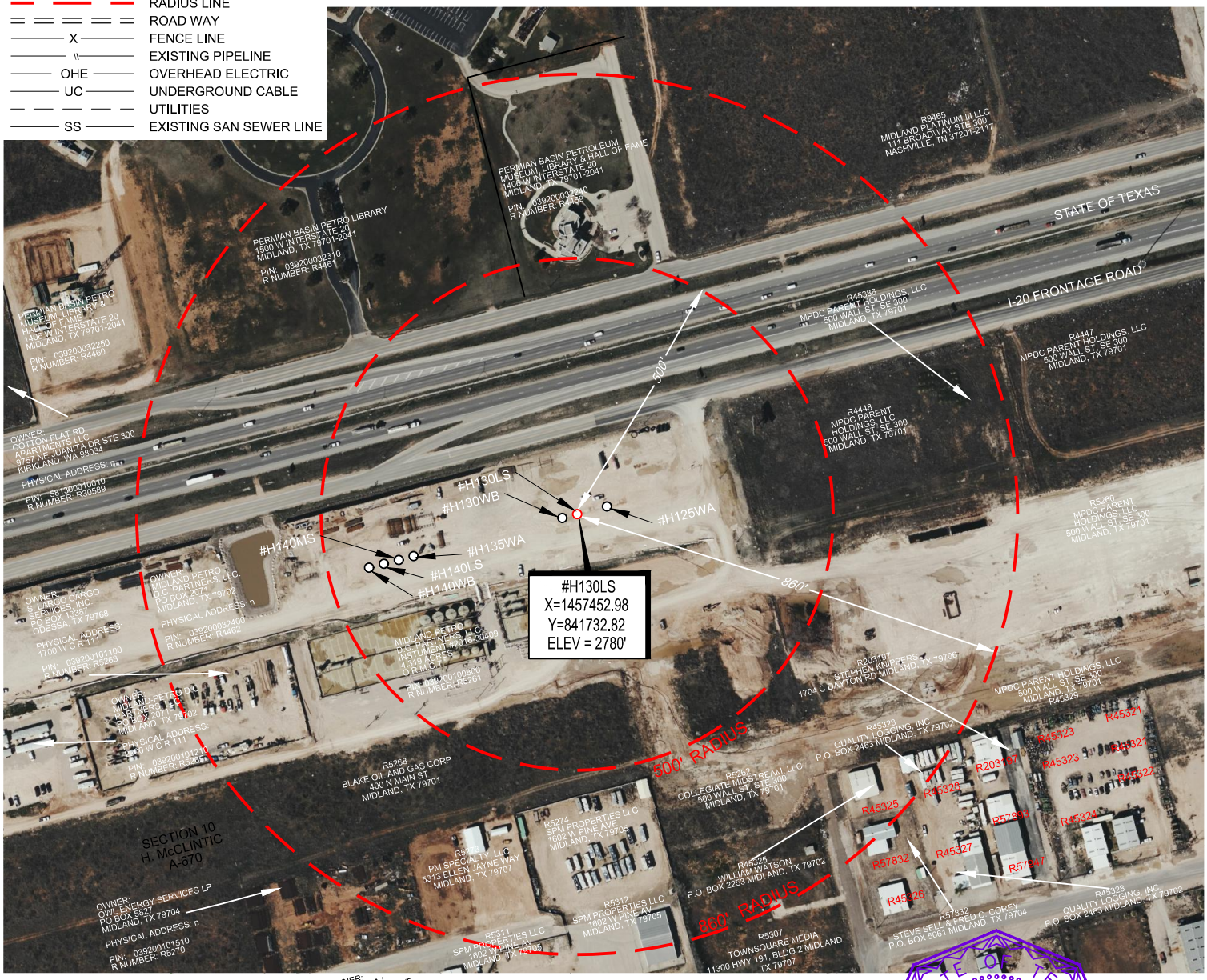
0' 150' 300'

LEGEND

- SURVEY/SECTION LINE
- RADIUS LINE
- ROAD WAY
- X — FENCE LINE
- EXISTING PIPELINE
- OHE — OVERHEAD ELECTRIC
- UC — UNDERGROUND CABLE
- UTILITIES
- SS — EXISTING SAN SEWER LINE

SECTION 3, BLOCK 39, T-2-S
T. & P. RR. CO. SURVEY, A-181
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS
SHOWING STRUCTURES WITHIN 500' RADIUS
FOR PROPOSED **CHARGER #H130LS**
108' FSEL & 2310' FSWL (SECTION 3)

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



N

TOPOGRAPHIC
LOYALTY INNOVATION LEGACY

1400 EVERMAN PARKWAY, Ste. 146 • FT. WORTH, TEXAS 76140
TELEPHONE: (817) 744-7512 • FAX (817) 744-7548
TEXAS FIRM REGISTRATION NO. 10042504
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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: MAY 24, 2018

CHARGER #H130LS	REVISION: INT	DATE
	DRH	04/22/2021
DATE: 07/03/2018	DRH	04/23/2021
FILE: CD_CHARGER_A_H130LS_REV3	DRH	04/27/2021
DRAWN BY: PAC		
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
23.9
July 13, 2021

City Council Meeting

Item Number: 24

Meeting Date: July 13, 2021

To: City Council / City Manager

From: Isaac Garnett, Manager, Community Development

Subject: Hold a public hearing to amend the 2020/2021 Community Development First Year Action Plan regarding the authorization of COVID-19 CARES ACT funds in the amount of $172,500 for projects related to the national public health crisis (DISTRICT: NONE) (DEVELOPMENT SERVICES)

Purpose:

Hold a public hearing to amend the 2020/21 Community Development First Year Action Plan and consider a resolution authorizing the allocation of COVID-19 CARES ACT funds ($172,500) to projects related to the national public health crisis.

Recommended City Council Action:

Directional / Informational

Fiscal Impact:

No Fiscal Impact on the City Budget.

Discussion:

Salvation Army: 100% of clients served are low-moderate income homeless persons. An estimated 56,810 people will be assisted through the shelter program through repeat services. Shelter – 7 days a week to homeless, destitute & impoverished, persons, Soup Kitchen – 3 meals a day, Breakfast and Lunch to Shelter Guest and 1 meal, Dinner to general public. Food Boxes - During Office hours to at risk, destitute & impoverished Average cost per meal - $7.50 (Food Vendors – Sysco and Affiliated Foods). May through September 2021.

Casa de Amigos Grab N Go: Low income Senior Citizens will be provided warm meals in an alternative method, such as “grab & go” meals because having a meal in congregate style pose a serious and immediate threat to the health and welfare of senior citizens due to COVID-19. 2 meals a week for 300 participants May through September 2021.

The amended 2020 Community Development Annual Action Plan has been available for a seven-day public comment period. Final approval of the Action Plan will be submitted to HUD for approval.

Morris William Jr.

City Manager's Office

COVER SHEET for

2021 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

APPLICATION

ORGANIZATION NAME:	Casa de Amigos of Midland, Texas, Inc.		
PROJECT TITLE:	Grab and Go Meals for Low to Moderate Income Senior Citizens		
Total Project Costs:	$30,000.00	Amount of Emergency Fund Request	$30,000.00
Type of Project:	__ Operational __ Capital/Equipment X Special		
Project Address:	1101 Garden Lane, Midland, Texas 79701		
Project Summary (50 words or less):	Low income Senior Citizens will be provided warm meals in an alternative method, such as “grab & go” meals because having a meal in congregate style pose a serious and immediate threat to the health and welfare of senior citizens due to COVID-19. 2 meals a week for 300 participants from May 21, 2021 to July 16, 2021.		
Organization’s Mailing Address:	1101 Garden Lane, Midland, Texas 79701		
Application Contact Person:	Tonya Eckert		
Title of Contact Person	Executive Director		
Phone No:	432-682-9701	Fax No.:	432-682-3817
Email Address:	teckert@casadeamigosmidland.org		

Attachments Checklist

The following is a list of attachments that **must** be submitted with an application for CARES funding. Applications without the required attachments will not be scored and will be returned to the applicant.

Attachment Number	Description	
1	Application cover sheet	X
2	Attachments Checklist Sheet	X
3	Resolution from governing board authorizing the submission of the application and the use of City funds for activities requested and naming the person who will be signing contracts and other documents on behalf of the agency.	X
4	Copy of self scoring sheet	X
5	Narrative	
6	Schedule/Beneficiaries/Budget Worksheet	X
7	Map of project location or service area	X
8	Site plans, specifications (for construction projects only)	N/A
9	Program income guidelines and forms	X
10	List of staff involved in project	X
11	Resumes and job descriptions of key staff	X
12	Letters from CFO	
13	Recent financial statement	X
14	Most recently filed Form 990	X
15	Most current audit	X
16	Letters from funders as evidence of additional funding	X
17	Board Member Roster Submission Form	X
18	Preliminary Statement of Workforce Needs	X
The below are not required if CD Office has current documents on file		
19	Articles of Incorporation and By-laws.	N/A
20	IRS evidence of non-profit status.	N/A
21	Agency procurement policy	N/A

2021 CDBG Application
SCORING FACTORS

Scoring factor	1	0	-1	Score
Beneficiaries	100% L/M income Clients/Business			1
Location	Situated in low Income Census Tract		Located outside low Income Census Tract	1
Project Funding	Has 100%+ of other funds		Proposes 100%+ City funding	0
Capacity			No recent audit or has had a recent audit/monitoring Finding	0
Project Type	Capital Project		Repeat Operational	0
				2

Beneficiaries – any project that will only serve clients whose incomes are below the low and moderate-income guideline will get a point. All other types of projects or programs will score a zero.

Location - any project that will be located and primarily administered within a low-income census tract will get a point. All other types of projects or programs will score a negative one.

Project Funding – a project or program that has a complete budget that will be funded by 100%+ dollars from other sources as from City of Midland will get a point. All others will score zero.

Capacity – Any agency that has not had a recent financial audit, or has had a recent audit/monitoring Finding will get a negative point on its proposal. All others will get a zero.

Project Type – Any proposal that consist solely of a capital project (a one-time expenditure for bricks and mortar or significant long-life equipment) will get a zero. A proposal requesting funding for operational purposes (program delivery, personnel) will get a one point. All others will get a zero.

INSTRUCTIONS TO NARRATIVE SECTION AND OTHER ATTACHMENTS

Not including the require attachments, limit the narrative to two pages

1. PROJECT DESCRIPTION

These are unprecedented times around the world and Midland is no exception.

The mission of Casa de Amigos is to “improve the quality of life throughout the community by helping people help themselves.” Since 1964, Casa de Amigos has provided comprehensive services to empower people in the community to meet their individual needs and the needs of their families. This is accomplished through four main program areas: Education (Youth and Adult), Social Services, Health and Wellness and Senior Services. Because of our 56 year history of serving Midland residents, Casa de Amigos is a trusted agency in the community. The community relies on Casa de Amigos as a source of information and help. Daily we are helping individuals and families navigate this extraordinary and trying time. On October 20, 2020, the City Council awarded Casa de Amigos a contract to manage the Midland Southeast and Midland Senior Centers. This contract began November 1, 2020.

Senior Citizens have been affected profoundly by the COVID-19 pandemic. As of March 2020, senior’s daily activities, which for many included daily trips to the Senior Center to congregate with friends for socialization and a warm noon meal, suddenly came to a halt. Abruptly seniors were encouraged to stay home because of their high risk of contracting the coronavirus. Many were left without the security of the daily warm meals. With Emergency COVID Funding through the city of Midland, Casa de Amigos has been able to provide 2 warm meals weekly to senior citizens unable to do this for themselves through “Grab and Go” meals. Continuing this for the Midland and Midland Southeast Senior Centers and the Casa de Amigos Senior Center, will provide stability until congregate meals can begin again.

We respectfully request $30,000.00 to be used to continue to address food insecurity for low to moderate income senior citizens caused by the coronavirus pandemic in our Midland community. This will provide 2 warm “Grab and Go” meals a week for up to 300 low to moderate income senior citizens from May 21, 2021 until July 16, 2021 with the hope that soon, seniors will be able to congregate once again. Meals in congregate style pose a serious and immediate threat to the health and welfare of senior citizens due to COVID-19. Serving “grab and go” meals as an alternative provides an opportunity to check on the welfare “in-person” of some senior citizens who are insecure nutritionally as we work towards a target of opening the senior center in the fall.

Funding will be used in the Midland community for those who are low to moderate income.

2. IMPLEMENTATION AND SCHEDULE

Meals will be purchased from local businesses and will be provided weekly in a “grab and go” fashion beginning May 21, 2021. The end date is projected as July 16, 2021. The hope it that resolution to COVID-19 will be imminent by that time and senior citizens will be able to congregate safely once again.

The meals will be distributed to from the Midland and Southeast Senior Centers which will include Casa de Amigos participants – 230 from the Midland Southeast Senior Center, 320 from the Midland Senior Center, 40 of which are from the Casa de Amigos Senior Center.

Each center has a system in place for meal distribution. This system will continue.

3. FINANCIAL

The Casa de Amigos Board of Directors are committed to fundraising and ensuring Casa de Amigos has adequate funding to fully cover costs for programs. Casa de Amigos has sufficient cash reserves to pay for operational and procurement needs.

PROJECT WORKSHEET to 2021 Application

Agency:	Casa de Amigos of Midland, Texas, Inc.	Project:	Grab and Go Meals for senior citizens
Meals for Low Income Elderly in place of Congregate Meals			

PROJECT DURATION	Anticipated Start Date	Mid-Point Date and Expected Status	Estimated Completion Date
	05/21/2021	06/15/2021	07/16/2021

PERFORMANCE MEASUREMENTS	Previous FY Actual	Current FY Projected	Proposed FY
Number of Beneficiaries –	385	300	300
% Low/Mod Income Beneficiaries	100%	100%	100%
Outcome 1: Low income Senior Citizens will be provided warm meals in an alternative method, such as “grab & go” meals because having a meal in congregate style pose a serious and immediate threat to the health and welfare of senior citizens due to COVID-19.	N/A	300	300

BUDGET

EXPENSE CATEGORY	Previous FY Actual	Current FY Projected	Proposed FY	CDBG Amount Requested
1. Meal Assistance-MSC-300 Meals Weekly 2. Meal Assistance-MSESC-210 Meals Weekly 3. Meal Assistance-CdASC-40 Meals Weekly	550 meals weekly @ 2 meals for each senior citizen for 9 weeks.	$		
Program/Project Subtotal	$ -	$89,628.00	$30,000.00	$30,000.00
TOTAL EXPENSES	$ -	$ -	$30,000.00	$30,000.00
FUNDING SOURCES* **				
TOTAL REVENUE / FUNDING	$ -	$ -	$30,000.00	$30,000.00

SUPPLEMENTAL INFORMATION

The City's website includes a PDF of the Consolidated Plan that will expire September 30, 2021 at the following link:

http://www.midlandtexas.gov/DocumentCenter/View/158

The most recent (April 2021) HUD income limits for the City of Midland are:

	80%	50%	30%
1 Person	$53,350	$33,350	$20,000
2 Person	$60,950	$38,100	$22,850
3 Person	$68,550	$42,850	$25,700
4 Person	$76,150	$47,600	$28,550
5 Person	$82,250	$51,450	$31,040
6 Person	$88,350	$55,250	$35,580
7 Person	$94,450	$59,050	$40,120
8 Person	$100,550	$62,850	$44,660

List of Staff Involved In CDBG Project

Agency : Casa de Amigos of Midland, Inc.

Name	Title	Race	√ if Hispanic
Tonya Eckert	Executive Director	W	
Ida Fletcher	Director of Programs		X
Luz Saenz	Accounting Manager		X
Monika Lozano	Senior Services Coordinator		X
Martha Oropesa	Citywide Coordinator		X
Luz Perez	Citywide Homemaker		X
Cruz Hernandez	Citywide Homemaker		X

Race – W = White B = Black. A = American Indian/Alaskan Native S = Asian
O = Native Hawaiian /Other Pacific Islander, T = two or more races

Board Member Roster Submission Form

AGENCY: Casa de Amigos of Midland, Inc.

Name: **William Reese**		**Occupation:** **Reservoir Engineer**
Home Address and Telephone 5516 Cypress Court Midland, Texas 79707		Work Address and Telephone P.O. Box 2064 Midland, Texas 79702
Gender: M	Race: W	Position on Board: President
Related to Midland City Council member or key City staff, or was a City employee or City Council member less than a year prior to this application? X NO YES If Yes, identify and state relationship:		

Name: **Holly Williams**		**Occupation:** **Attorney**
Home Address and Telephone 1609 W. Indiana Ave. Midland, Texas 79701		Work Address and Telephone 1209 W. Texas Ave. Midland, Texas 79701
Gender: F	Race: W	Position on Board: Member
Related to Midland City Council member or key City staff, or was a City employee or City Council member less than a year prior to this application? X NO YES If Yes, identify and state relationship:		

Name: **Gregory Smith**		**Occupation:** **Attorney**
Home Address and Telephone 1700 Maberry Midland, Texas 79705		Work Address and Telephone 550 W. Texas, Ste. 800 Midland, Texas 79701
Gender: M	Race: W	Position on Board: Vice President
Related to Midland City Council member or key City staff, or was a City employee or City Council member less than a year prior to this application? X NO YES If Yes, identify and state relationship:		

Name **William Ellerbe**		**Occupation:** **Relationship Manager, Frost Bank**
Home Address and Telephone 2202 Shell Midland, Texas 79705		Work Address and Telephone 508 W. Wall, Ste. 1100 Midland, Texas 79701
Gender: M	Race: W	Position on Board: Treasurer
Related to Midland City Council member or key City staff, or was a City employee or City Council member less than a year prior to this application? X NO YES If Yes, identify and state relationship:		

Board Member Roster Submission Form

AGENCY: Casa de Amigos of Midland, Inc.

Name: **Sara Harris**		**Occupation:** **Director of Operations/CFO**
Home Address and Telephone 900 Bedford Dr. Midland, Texas 79701		Work Address and Telephone 200 N. Loraine St., Ste. 610 Midland, Texas 79701
Gender: F	Race: W	Position on Board: Board Member
Related to Midland City Council member or key City staff, or was a City employee or City Council member less than a year prior to this application? X NO YES If Yes, identify and state relationship: *Works for Midland Development Corp.		

Name: **Steven Jeffcoat**		**Occupation:** **Accountant**
Home Address and Telephone 2002 Boyd. Midland, Texas 79705		Work Address and Telephone 550 W. Texas Ave., Ste. 1000 Midland, Texas 79701
Gender: M	Race: W	Position on Board: Board Member
Related to Midland City Council member or key City staff, or was a City employee or City Council member less than a year prior to this application? X NO YES If Yes, identify and state relationship:		

Name: **Roy Nelson**		**Occupation:** **State Farm Insurance/Agent, Owner**
Home Address and Telephone 2102 Wellington Court Midland, Texas 79707		Work Address and Telephone 910 W. Wall Street Midland, Texas 79701
Gender: M	Race: B	Position on Board: Board Member
Related to Midland City Council member or key City staff, or was a City employee or City Council member less than a year prior to this application? X NO YES If Yes, identify and state relationship:		

Name **Martin Ocampo**		**Occupation:** **HES Specialist-Safety & Health**
Home Address and Telephone 3313 Sherbrook Rd. Odessa, Texas 79762		Work Address and Telephone 6301 Deauville Midland, Texas 79706
Gender: M	Race: H	Position on Board: Board Member
Related to Midland City Council member or key City staff, or was a City employee or City Council member less than a year prior to this application? X NO YES If Yes, identify and state relationship:		

Board Member Roster Submission Form

AGENCY: Casa de Amigos of Midland, Inc.

Name: **Shane Danley**		**Occupation:** **Architect**
Home Address and Telephone 3601 Stanolind Ave. Midland, Texas 79707		Work Address and Telephone 1700 W. Wall, Ste. 100 Midland, Texas 79701
Gender: M	Race: W	Position on Board: Board Member
Related to Midland City Council member or key City staff, or was a City employee or City Council member less than a year prior to this application? X NO YES If Yes, identify and state relationship:		

Name: **Larissa Minjarez**		**Occupation:** **Business Owner**
Home Address and Telephone P.O. Box 52202 Midland, Texas 79710		Work Address and Telephone P.O. Box 52202 Midland, Texas 79710
Gender: F	Race: H	Position on Board: Board Member
Related to Midland City Council member or key City staff, or was a City employee or City Council member less than a year prior to this application? X NO YES If Yes, identify and state relationship:		

Name: **Matt Coolbaugh**		**Occupation:** **Attorney**
Home Address and Telephone 2701 Purple Sage Trail Midland, Texas 79705		Work Address and Telephone 500 W. Texas, Ste. 300 Midland, Texas 79701
Gender: M	Race: W	Position on Board: Board Member
Related to Midland City Council member or key City staff, or was a City employee or City Council member less than a year prior to this application? X NO YES If Yes, identify and state relationship:		

Name **Brock Fitch**		**Occupation:** **Branch President**
Home Address and Telephone 7400 ECR 93 Midland, Texas 79706		Work Address and Telephone 5606 Wadley Midland, Texas 79707
Gender: M	Race: W	Position on Board: Board Member
Related to Midland City Council member or key City staff, or was a City employee or City Council member less than a year prior to this application? X NO YES If Yes, identify and state relationship:		

Board Member Roster Submission Form

AGENCY: Casa de Amigos of Midland, Inc.

Name: **Amanda Perry**		**Occupation:** **Community Volunteer**
Home Address and Telephone 1202 Country Club Dr. Midland, Texas 79701		Work Address and Telephone 1202 Country Club Dr. Midland, Texas 79701
Gender: F	Race: W	Position on Board: Secretary
Related to Midland City Council member or key City staff, or was a City employee or City Council member less than a year prior to this application? X NO YES If Yes, identify and state relationship:		

Name: **Candelaria Arroyo**		**Occupation:** **Financial Analysis**
Home Address and Telephone 300 Sunset St., Apt. B Midland, Texas 79701		Work Address and Telephone 508 W. Wall, Ste. 800 Midland, Texas 79701
Gender: F	Race: H	Position on Board: Board Member
Related to Midland City Council member or key City staff, or was a City employee or City Council member less than a year prior to this application? X NO YES If Yes, identify and state relationship:		

Name: **Ira Bradford**		**Occupation:** **Geoscience Operator**
Home Address and Telephone 6008 Clarewood Drive Midland, Texas 79707		Work Address and Telephone 600 W. Illinois Midland, Texas 79701
Gender: M	Race: W	Position on Board: Board Member
Related to Midland City Council member or key City staff, or was a City employee or City Council member less than a year prior to this application? X NO YES If Yes, identify and state relationship:		

Name **Amy Barnhill**		**Occupation:** **Environmental Specialist**
Home Address and Telephone 3801 Crestgate Ave. Midland, Texas 79707		Work Address and Telephone 6301 Deauville Midland, Texas 79706
Gender: F	Race: W	Position on Board: Board Member
Related to Midland City Council member or key City staff, or was a City employee or City Council member less than a year prior to this application? X NO YES If Yes, identify and state relationship:		

COVER SHEET for

2021 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

APPLICATION

ORGANIZATION NAME:	The Salvation Army in Midland		
PROJECT TITLE:	**Rent/Mortgage and Utility Assistance, Food Assistance for the Homeless**		
Total Project Costs:	$200,000	Amount of CDBG Request $200,000	$200,000
Type of Project:	X Operational	__ Capital/Equipment	__Special
Project Address:	600 E. Wall St. Midland, TX 79701		
Project Summary (50 words or less):	***The Salvation Army is working diligently to protect Guests who currently reside in our shelter and housing program. We continue to serve those in need by providing utility assistance, hygiene products, food boxes, vouchers, hot meals and more. The current COVID-19 crisis has resulted in heightened community need and more and more hard-working people are turning to The Salvation Army for help after experiencing reduced hours, being furloughed or laid off from jobs in the oilfield. An Award of CDBG funds would allow The Salvation Army to further its services into Midland County.***		
Organization's Mailing Address:	600 E. Wall St. Midland, TX 79701		
Application Contact Person:	Carla Ingram		
Title of Contact Person	Regional Resource Development Director		
Phone No:	432-889-4030	Fax No.:	
Email Address:	Carla.Ingram@uss.salvationarmy.org		

INSTRUCTIONS TO NARRATIVE SECTION AND OTHER ATTACHMENTS

Not including the require attachments, limit the narrative to two pages

1. PROJECT DESCRIPTION

Describe the project and the need for the proposed activity, include the nature and location of the need/problem, the number and type of people affected (for instance, special populations, single-parent families, low income families, etc.) and the impact of project on need. Identify which high priority need in the Consolidated Plan is addressed by the project. If construction work is involved, submit site plans, drawings, specifications, etc.

Shelter – 7 days a week to our homeless, destitute & impoverished

Soup Kitchen – 3 meals a day. Breakfast and Lunch to Shelter Guest and 1 meal, Dinner to general public.

Case Work – During Office hours to our homeless, destitute & impoverished

Utility Assistance – During Officer hours to at risk, destitute & impoverished

Food Boxes - During Officer hours to at risk, destitute & impoverished

Clothing & furniture vouchers - During Officer hours to at risk, homeless, destitute & impoverished populations.

Hygiene Products – During Office and Shelter hours to at risk, homeless, destitute & impoverished populations.

Describe the project's anticipated performance that will result in measurable impact on the problem/need addressed. Describe how these outcomes will be measured and tracked. Complete the project worksheet.

100% of clients served will be low and moderate-income. An estimated 1,130 household will be assisted through our Rental / Mortgage & Unility assistance and Pandemic boxes. 56,810 people will be assisted with the inclusion of our Feeding and Homeless services.

Describe the project's proposed beneficiaries including the number of total beneficiaries and the number that will be low or moderate income. For new programs provide program guidelines on income and evidence of need to meet income requirements. Where is the project or program located and what is its service area? Include a map of the location or service area.

All who receive services at our shelter are homeless and they are all low-income citizens who have no place to go, due to various situations and circumstances

in their life. Intake assessments, case management, ongoing evaluation, and providing basic life skills training allows for the agency to empower the recipients of our programs. Through empowering them, we can guide them to become successful, self-supporting members of the community.

2. IMPLEMENTATION AND SCHEDULE

Describe how the project will be accomplished and from where services will be provided. Does the applicant and its key staff have prior CDBG experience? Provide a list (by completing the List form) of all staff involved and resumes and job descriptions of existing staff that can execute the project accordingly. Provide a copy of agency's procurement policy, which must be equivalent to the City's policy. Complete the project worksheet.

In accordance with, Section 101(c) of the authorizing statute, CDBG funding and the three objectives identified, benefiting low- and moderate-income persons; preventing or eliminating slums or blight; and meeting urgent needs. The Salvation Army's proposed program meet the objectives identified by CDBG. The statute also states "...each grantee must ensure that at least 70% of its expenditures over a particular time period must be used for activities qualifying under the first of those national objectives". The Salvation Army's ongoing programs coincide with CDBG National Objective for funding as traditionally our day to day cliental are homeless, at risk, destitute, and or impoverished

3. FINANCIAL

Because CDBG funds are disbursed on a reimbursement basis, the applicant should have sufficient cash reserves to pay for operational or procurement needs. Provide, as evidence, a letter from the CFO and a recent financial statement. If the applicant has secured additional funds for the project, a letter from the funders must be provided. Complete a budget on the project worksheet.

Please see attached operational budget

PROJECT WORKSHEET to 2021 CDBG Application

Agency:	The Salvation Army-Midland	Project:	Rent/Mortgage and Utility Assistance, Food Assistance for the Homeless

PROJECT DURATION	Anticipated Start Date	Mid-Point Date and Expected Status	Estimated Completion Date
2021-2022	2021	October 2021	March 2022

PERFORMANCE MEASUREMENTS	Previous FY Actual	Current FY Projected	Proposed FY
Number of Beneficiaries	11855	3749	15000
% Low/Mod Income Beneficiaries	11855	3749	15000
Outcome 1: Shelter nights	11855	3749	15000
Outcome 2: Food assistance	1134	944	3800
Outcome 3: Rent/Mortgage/Utility Assistance	83,430.97	36,707.26	110,121.78

BUDGET

EXPENSE CATEGORY	Previous FY Actual	Current FY Projected	Proposed FY	CDBG Amount Requested
1. Program Salaries & Benefits	0	20,000	20,000	$20,000
2.Food	0	30,000	30,000	$30,000
3.Rent/Mortgage/Utilities	0	150,000	150,000	150,000
4.				
5.				
Program/Project Subtotal	$ -	$ -	$ -	$ 200,000.00
Administrative				
Other (Explain)				
TOTAL EXPENSES	$ -	$ -	$ -	$200,000.00

FUNDING SOURCES				
1. City of Midland CDBG	0	200,000	200,000	
2.				
3.				
4.				
TOTAL REVENUE / FUNDING	$ -	$ 200,000 -	$ 200,000 -	$ 200,000 -

AMENDMENT TO CDBG BLOCK GRANT

FOOD ASSISTANCE: THE SALVATION ARMY SHELTER IN MIDLAND

Shelter – 7 days a week to our homeless, destitute & impoverished
Soup Kitchen – 3 meals a day. Breakfast and Lunch to Shelter Guest and 1 meal, Dinner to general public.
Food Boxes - During Officer hours to at risk, destitute & impoverished
Average cost per meal - $7.50
Food Vendors – Sysco and Affiliated foods

SEE ATTACHED BUDGET WORKSHEET

Month	**Meal Projections**	**Meal cost**
May	3500	$ 26,250.00
June *	4000	$ 30,000.00
July *	4000	$ 30,000.00
August *	4000	$ 30,000.00
September	3500	$ 26,250.00
Total:	**19000**	**$ 142,500.00**

* Summer months we normally serve more meals

City Council Meeting

Item Number: 25

Meeting Date: July 13, 2021

To: City Council / City Manager

From: Elizabeth Shaughnessy, Senior Planner

Subject: AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 21.91-ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 21, GRASSLAND ESTATES, SECTION 16, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED APPROXIMATELY 266 FEET EAST OF THE INTERSECTION OF HOMELAND DRIVE AND APPROXIMATELY 258 FEET EAST OF HOMESTEAD BOULEVARD); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (DEVELOPMENT SERVICES)

Purpose:

Consider an ordinance for an annexation of a 21.91- acre tract of land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas, located approximately 266 feet east of Homeland Drive and approximately 258 feet east of Homestead Boulevard.

Recommended City Council Action:

Approve

Fiscal Impact:

Additional land to be developed under City regulations in an expanded growth area.

Discussion:

The applicant, Midland- Odessa Golf Corp, is requesting to annex a 21.91- acre tract of land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas, as it is the only portion of Nueva Vista Golf Club located outside of city limits. The proposed annexation will allow the provision of City services to the property. This is considered a

voluntary annexation.

On February 10, 2021, the service agreement between the City and the property was executed. This is the next step in the annexation process.

This project has been circulated to all respective departments for internal review and received no objections.

Engineering: (Approved)

No objections.

Transportation: (Approved)

No objections.

Fire: (Approved)

No objections to annexation.

All future development is required to meet all provisions of IFC 2015 ed. and locally adopted ordinances.

Code Administration: (Approved)

No objection.

Oil and Gas: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

Planning:

As this proposed development will conform with the Tall City Tomorrow Comprehensive Plan, staff recommends approval of this annexation.

Letters of Objection:

Staff has received 14 letters of objection to this request.

Attachments:

Petition (Exhibit A)
Service Agreement (Exhibit B)
Application
Maps

Letters of Objections



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 21.91-ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 21, GRASSLAND ESTATES, SECTION 16, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED APPROXIMATELY 266 FEET EAST OF THE INTERSECTION OF HOMELAND DRIVE AND APPROXIMATELY 258 FEET EAST OF HOMESTEAD BOULEVARD); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, a public hearing before the City Council of the City of Midland, Texas, a home rule municipal corporation, was held in the City Council Chamber on April 27, 2021, during which all interested persons were provided an opportunity to be heard on the proposed annexation of the hereinafter described territory; and

WHEREAS, notice of the public hearing was published on the City of Midland, Texas' Internet website on April 9, 2021, and the notice remained posted until the date of the public hearing; and

WHEREAS, notice of the public hearing was published in a newspaper having general circulation in the City of Midland, Texas, and in the below described territory, on April 9, 2021; and

WHEREAS, a second public hearing before the City Council was held in the City Council Chamber on July 13, 2021, during which all interested persons were provided an opportunity to be heard on the proposed annexation of the hereinafter described territory; and

WHEREAS, notice of the second public hearing was published on the City of Midland, Texas' Internet website on June 25, 2021, and the notice remained posted until the date of the public hearing; and

WHEREAS, notice of the second public hearing was published in a newspaper having general circulation in the City of Midland, Texas, and in the below described territory, on June 26, 2021; and

WHEREAS, all required notices of the proposed annexation and the public hearings were given in accordance with applicable laws; and

WHEREAS, the City of Midland has entered into a written agreement with the owner(s) of the hereinafter described territory for the provision of services in said area;

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

SECTION ONE. That the following described property adjoining the present boundary lines of the City of Midland, Texas, be and the same is hereby annexed to and incorporated within the boundary of the City of Midland, Texas:

> Being a 21.91-acre tract of land out of Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas, and being more fully described by metes and bounds in the petition for annexation attached hereto as Exhibit "A" and incorporated herein by reference for all legal purposes.

SECTION TWO. That this ordinance shall be published in the official newspaper in the City of Midland, Texas, and the same shall not be effective until after the publication thereof.

SECTION THREE. That the City Secretary is hereby authorized and directed to file a certified copy of this ordinance with the County Clerk of Midland County, Texas, for the purpose of recording in the Deed Records of Midland County, Texas.

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

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council

member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

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

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract of land described in Exhibit A (the "Property"), said Exhibit being attached hereto and incorporated herein, Midland-Odessa Golf Corporation ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Jon Crain, President

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 4th day of February, 2021, by Jon Crain in the capacity herein stated.

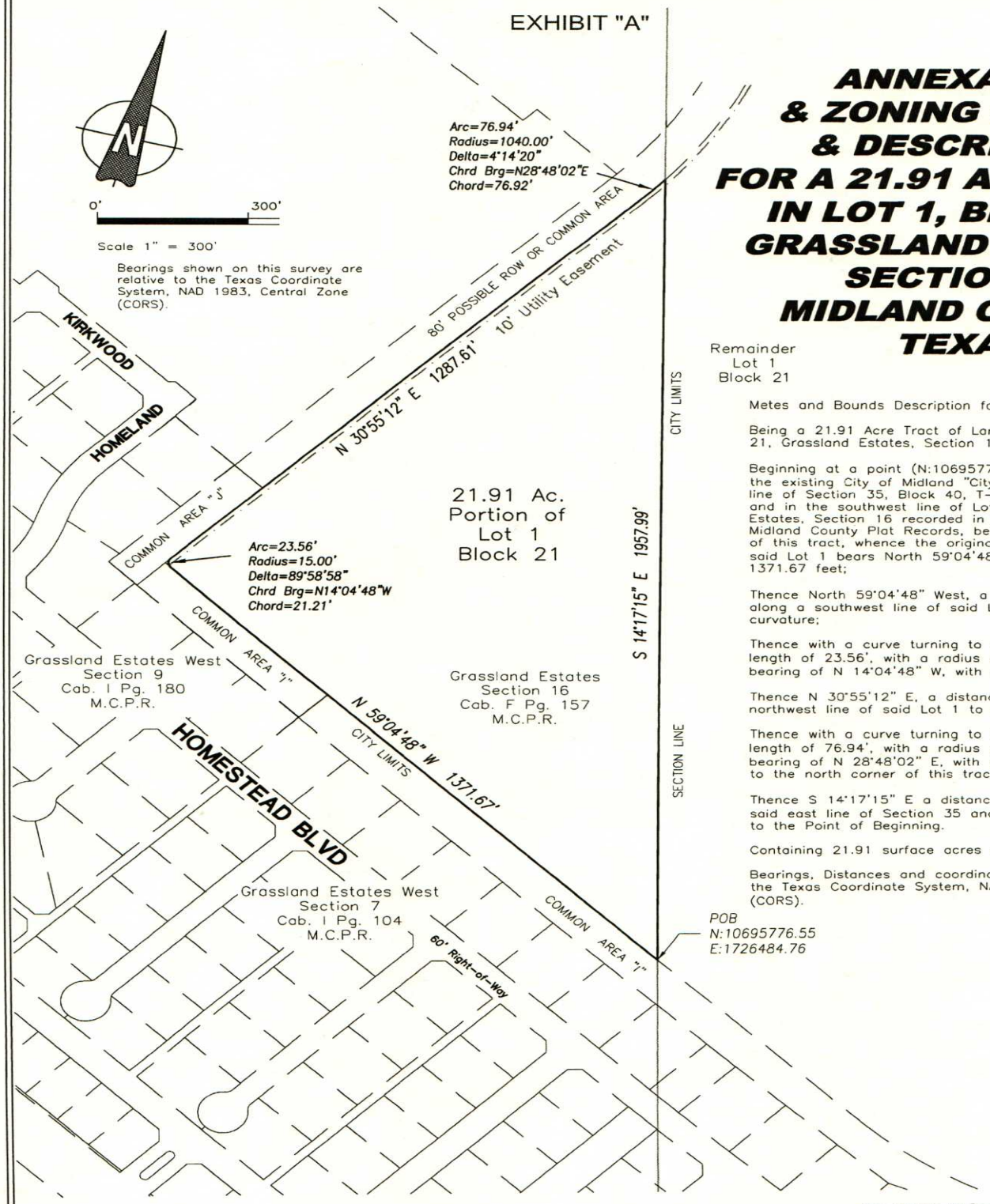
MY COMMISSION EXPIRES
8/22/2024

Notary Public, State of TX

SUZANNE EICHER
Notary Public
State of Texas
ID # 1025491-2
My Comm. Expires 8-22-2024

EXHIBIT "A"

ANNEXATION & ZONING EXHIBIT & DESCRIPTION FOR A 21.91 ACRE TRACT IN LOT 1, BLOCK 21, GRASSLAND ESTATES, SECTION 16, MIDLAND COUNTY, TEXAS.



Remainder
Lot 1
Block 21

Metes and Bounds Description for Annexation and Zoning:

Being a 21.91 Acre Tract of Land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas.

Beginning at a point (N:10695776.55, E:1726484.76') on the existing City of Midland "City Limits" line, the east line of Section 35, Block 40, T-2-S, T&P RR Co Survey and in the southwest line of Lot 1, Block 21, Grassland Estates, Section 16 recorded in Cabinet F, Page 157, Midland County Plat Records, being the southwest corner of this tract, whence the original most westerly corner of said Lot 1 bears North 59°04'48" West, a distance of 1371.67 feet;

Thence North 59°04'48" West, a distance of 1371.67 feet along a southwest line of said Lot 1 to a point of curvature;

Thence with a curve turning to the right with an arc length of 23.56', with a radius of 15.00', with a chord bearing of N 14°04'48" W, with a chord length of 21.21';

Thence N 30°55'12" E, a distance of 1287.61' along a northwest line of said Lot 1 to a point of curvature;

Thence with a curve turning to the left with an arc length of 76.94', with a radius of 1040.00', with a chord bearing of N 28°48'02" E, with a chord length of 76.92' to the north corner of this tract;

Thence S 14°17'15" E a distance of 1957.99' along a said east line of Section 35 and said "City Limits" line to the Point of Beginning.

Containing 21.91 surface acres of land.

Bearings, Distances and coordinates are GRID, based on the Texas Coordinate System, NAD83, Central Zone (CORS).

This Exhibit & Description were prepared from record information for a political subdivision (zoning) and do not represent an actual on the ground survey. This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

15 December 2017

STATE OF TEXAS
REGISTERED
AARON SCOTT BURRELL
5689
PROFESSIONAL
LAND SURVEYOR

Aaron S. Burrell
Registered Professional Land Surveyor
Texas No. 5689

AARON BURRELL
LAND SURVEYORS, LLC.

Professional Land Surveying & Mapping
Aaron Burrell Land Surveyors, LLC
TBPLS Firm No. 10194217
415 W. Wall St., Suite 204 Midland, Texas 79701
P.O. Box 81041 Midland, Texas 79708
432-848-4439
www.asbsurveyors.com

Page 1 of 1
2017-577

PACKET 25.8 July 13, 2021

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract of land described in Exhibit A (the "Property"), said Exhibit being attached hereto and incorporated herein, Midland-Odessa Golf Corporation ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Jon Crain, President

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

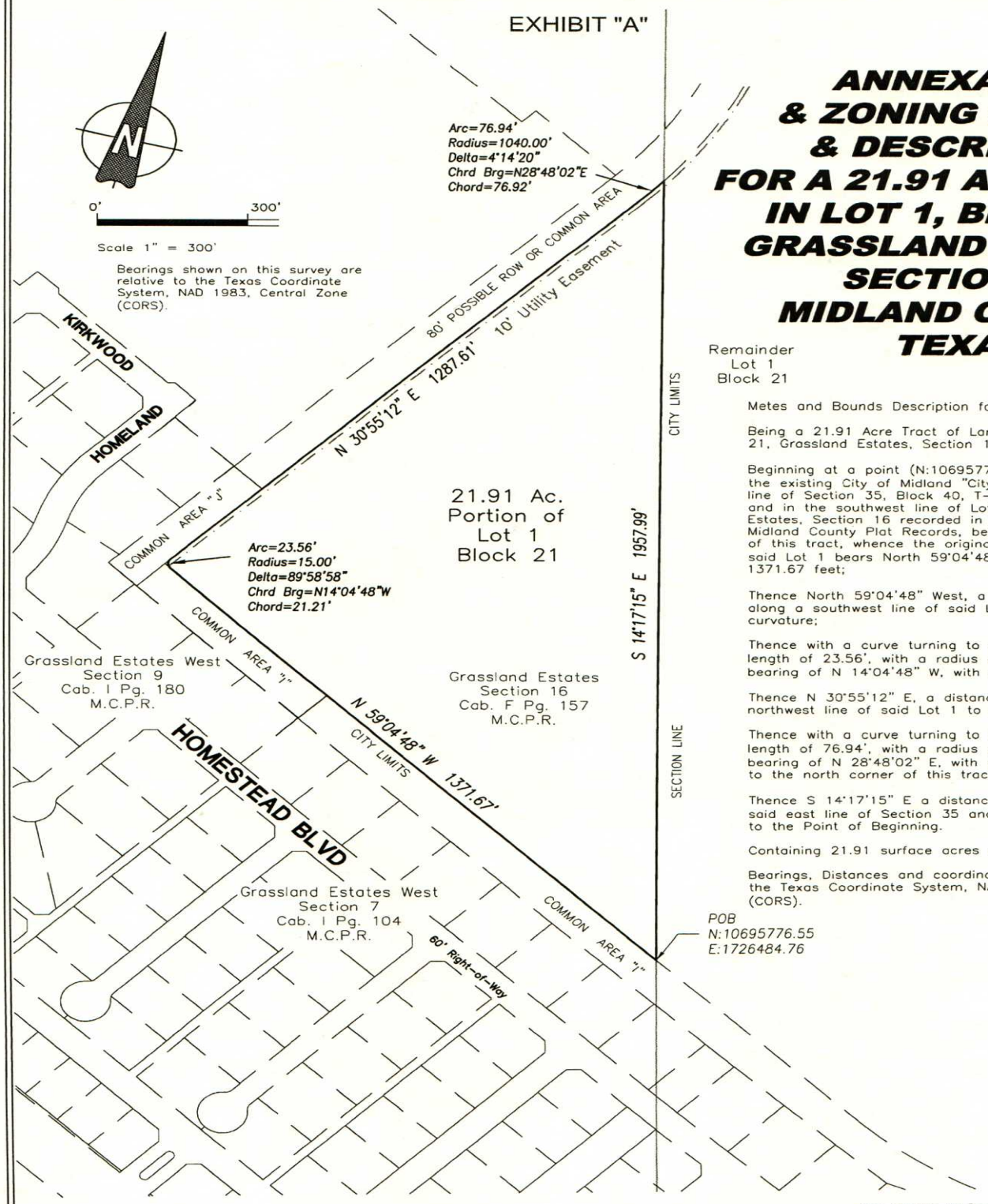
This instrument was acknowledged before me on the 4th day of February, 2021, by Jon Crain in the capacity herein stated.

MY COMMISSION EXPIRES
8/22/2024

Notary Public, State of TX

SUZANNE EICHER
Notary Public
State of Texas
ID # 1025491-2
My Comm. Expires 8-22-2024

EXHIBIT "A"



ANNEXATION & ZONING EXHIBIT & DESCRIPTION FOR A 21.91 ACRE TRACT IN LOT 1, BLOCK 21, GRASSLAND ESTATES, SECTION 16, MIDLAND COUNTY, TEXAS.

Remainder
Lot 1
Block 21

Metes and Bounds Description for Annexation and Zoning:

Being a 21.91 Acre Tract of Land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas.

Beginning at a point (N:10695776.55, E:1726484.76') on the existing City of Midland "City Limits" line, the east line of Section 35, Block 40, T-2-S, T&P RR Co Survey and in the southwest line of Lot 1, Block 21, Grassland Estates, Section 16 recorded in Cabinet F, Page 157, Midland County Plat Records, being the southwest corner of this tract, whence the original most westerly corner of said Lot 1 bears North 59°04'48" West, a distance of 1371.67 feet;

Thence North 59°04'48" West, a distance of 1371.67 feet along a southwest line of said Lot 1 to a point of curvature;

Thence with a curve turning to the right with an arc length of 23.56', with a radius of 15.00', with a chord bearing of N 14°04'48" W, with a chord length of 21.21';

Thence N 30°55'12" E, a distance of 1287.61' along a northwest line of said Lot 1 to a point of curvature;

Thence with a curve turning to the left with an arc length of 76.94', with a radius of 1040.00', with a chord bearing of N 28°48'02" E, with a chord length of 76.92' to the north corner of this tract;

Thence S 14°17'15" E a distance of 1957.99' along a said east line of Section 35 and said "City Limits" line to the Point of Beginning.

Containing 21.91 surface acres of land.

Bearings, Distances and coordinates are GRID, based on the Texas Coordinate System, NAD83, Central Zone (CORS).

This Exhibit & Description were prepared from record information for a political subdivision (zoning) and do not represent an actual on the ground survey. This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

15 December 2017

STATE OF TEXAS
REGISTERED
AARON SCOTT BURRELL
5689
PROFESSIONAL
LAND SURVEYOR

Aaron S. Burrell
Registered Professional Land Surveyor
Texas No. 5689

AARON BURRELL
LAND SURVEYORS, LLC.

Professional Land Surveying & Mapping
Aaron Burrell Land Surveyors, LLC
TBPLS Firm No. 10194217
415 W. Wall St., Suite 204 Midland, Texas 79701
P.O. Box 81041 Midland, Texas 79708
432-848-4439
www.asbsurveyors.com

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2017-577

SERVICE AGREEMENT

THIS AGREEMENT is made and effective the 10th day of February, 2021, by and between the CITY OF MIDLAND, TEXAS, hereinafter called "CITY," and MIDLAND-ODESSA GOLF CORPORATION, hereinafter referred to as "PETITIONER" whether one or more.

WHEREAS, a petition for annexation of **a 21.91-acre tract of land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas**, said tract being more fully described by metes and bounds therein (the "Area"), has been submitted to CITY by PETITIONER, the owner(s) of the land located in the Area, a copy of which is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, before CITY annexes the Area, CITY and PETITIONER must enter into a written agreement for the provision of services in the Area in accordance with Section 43.0672 of the Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is (1) to list each service CITY will provide in the Area on the effective date of the annexation, (2) to establish a schedule that includes the period within which CITY will provide each service in the Area that is not provided on the effective date of the annexation, and (3) to establish the duty of PETITIONER to pay fees similar to impact fees in the event that CITY has adopted, or adopts in the future, one or more ordinances establishing impact fees. PETITIONER understands and agrees that CITY is not required to provide a service that is not included in this Agreement. PETITIONER further understands and agrees that the execution of this Agreement does not constitute a promise by CITY to annex the Area and that this Agreement is not a permit for purposes of Chapter 245 of the Local Government Code.

ARTICLE II. TERM

The term of this Agreement shall be one year; provided, however, that if CITY annexes the Area within one year from the effective date, the term of this Agreement shall continue until such time when all services described in this Agreement are provided in the Area, and at such time, the Agreement shall terminate and shall be of no further force or effect except for those provisions that expressly survive termination. If CITY does not annex the Area during the term of this Agreement, this Agreement shall terminate and shall be of no further force or effect, and CITY shall have no duty to provide services to the Area.

ARTICLE III. SERVICES TO BE PROVIDED UPON ANNEXATION

CITY will provide the following services in the Area on the date that the ordinance annexing the Area becomes effective:

A. **Engineering:** CITY's Engineering Services Department will maintain streets, drainage facilities, and rights-of-way in accordance with CITY policies, procedures, and ordinances and applicable laws. PETITIONER understands and agrees that PETITIONER may be required to construct public improvements, including but not limited to (i) roadways adjacent to property located in the Area upon platting and (ii) roadway connections to existing facilities in the Area upon issuance of building permits in accordance with applicable laws and ordinances. PETITIONER understands and agrees that the Area will be included in CITY's service area of CITY's drainage utility.

B. **Utilities:** CITY will provide water services and wastewater collection services, upon platting property in the Area, in accordance with the City Code at rates established by ordinances for such services; provided, however, that no such service shall be provided until the public improvements necessary therefor have been constructed and CITY has approved said improvements. PETITIONER understands and agrees that CITY may require PETITIONER to construct such public improvements in accordance with applicable laws and ordinances.

C. **Development:** CITY's Development Services Department will provide planning, land development, land use, building review and inspection, and code enforcement services in accordance with applicable laws, rules, regulations, and ordinances.

D. **Police:** CITY's Police Department will provide emergency and routine call response, traffic enforcement, and law enforcement services in the Area.

E. **Fire:** CITY's Fire Department will provide emergency service for fire protection services and emergency medical services.

F. **Community Services:** CITY's Community Services Department will provide access to services and programs that may be offered by the Health and Senior Services Division, services and programs that may be offered by Animal Services Division, and access to City-owned parks.

G. **Solid Waste:** CITY's Solid Waste Department will provide residential garbage pickup service only. PETITIONER understands and agrees that CITY will not provide garbage pickup services to new commercial developments.

Regarding the services described above, PETITIONER understands and agrees that CITY will provide a level of services that is comparable to the level of services available in other parts of the City of Midland with topography, land use, and population density similar to those reasonably contemplated or projected for the Area. PETITIONER understands and acknowledges that any CITY departments or divisions identified above may change names or be reorganized. Any reference to a specific CITY department or division also includes any subsequent CITY department or division that will provide the same or similar services.

ARTICLE IV. IMPACT FEES

A. **Fees to be assessed and collected.** Except as otherwise described herein, if CITY has adopted, or adopts in the future, one or more ordinances establishing impact fees in accordance with Chapter 395 of the Local Government Code, CITY shall assess and collect fees associated with the development of the Area as described for impact fees in the applicable impact fee ordinance(s) (the "Fees").

B. **Service areas.** For purposes of assessing and collecting Fees for water and wastewater under this Agreement, the Area is deemed to be located within CITY's capital improvements plan service area therefor. For the purpose of assessing and collecting Fees for roadways under this Agreement, the Area is deemed to be located in CITY's capital improvements plan roadway service area(s) immediately adjacent thereto; provided, however, that if the Area is not located immediately adjacent to a roadway service area and is located immediately adjacent to a tract of land that is associated with an agreement regarding fees similar to the Fees in this Agreement, the Area is deemed to be located in the roadway service area(s) specified in such similar agreement associated with the adjacent tract of land.

C. **Capital improvements and facility expansions.** For purposes of this Agreement, a capital improvement or facility expansion that will serve the Area shall be deemed to be included in CITY's capital improvements plan if:

   a. said capital improvement or facility expansion is substantially similar to a type of capital improvement or facility expansion identified in CITY's capital improvements plan; or

   b. said capital improvement or facility expansion is an extension of a capital improvement or facility expansion identified in CITY's capital improvements plan.

D. **Time of assessment.** Fees shall be assessed at the time of recordation of a final plat of any portion of the Area, at the time the Area is annexed, or on the effective date(s) of the applicable impact fee ordinance(s), whichever is later.

E. **Time of collection.** CITY shall collect the Fees from PETITIONER at the time of issuance of a building permit. PETITIONER acknowledges and agrees that no building permit or certificate of occupancy shall be issued until PETITIONER has paid the applicable Fees.

F. **Amendment to land use assumptions, capital improvements plan, or impact fees.** Notwithstanding any provision in this Agreement to the contrary, if CITY amends its land use assumptions, capital improvements plan, or impact fees such that PETITIONER would be required to pay impact fees, CITY shall assess and PETITIONER shall pay the applicable impact fees in accordance with the applicable impact fee ordinance(s), as amended; provided, however, that to the extent CITY assesses applicable Fees for service units under this Agreement, PETITIONER shall pay such Fees in accordance with this Agreement and shall not be required to pay the applicable impact fees for the same service units.

G. **Article to survive termination.** If CITY annexes the Area within one year from the

effective date, the provisions of this Article shall survive termination of this Agreement.

ARTICLE V. GOVERNMENTAL IMMUNITY

By executing this agreement CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE VI. RELEASE

NOTWITHSTANDING ANY OTHER PROVISIONS, PETITIONER HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH PETITIONER HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, CITY'S NEGLIGENCE, OR CLAIMS UNDER CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE VII. ATTORNEYS' FEES

In the event of any conflict between the parties hereto such that either party brings or commences any legal action or proceeding related to this Agreement, including but not limited to any action pursuant to the provisions of the Texas Uniform Declaratory Judgments Act (Tex. Civ. Prac. & Rem. Code §37.001, et seq., as amended), the parties hereto agree to waive any and all rights to recovery of attorneys' fees to which the prevailing party might otherwise be entitled.

BY EXECUTING THIS AGREEMENT, THE PARTIES AGREE TO WAIVE AND DO HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM EITHER PARTY HAS OR MAY HAVE IN THE FUTURE AGAINST THE OTHER PARTY, SPECIFICALLY AND SOLELY REGARDING THE AWARD OF ATTORNEYS' FEES, WHICH ARE IN any WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. THE PARTIES SPECIFICALLY AGREE THAT IF A PARTY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING

RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE PARTY BRINGING THE ACTION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEYS' FEES TO WHICH THE PARTY MIGHT OTHERWISE BE ENTITLED.

THE PARTIES AGREE THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. EACH PARTY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. THE PARTIES FURTHER ACKNOWLEDGE AND AGREE THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND PETITIONER. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT. PETITIONER AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE VIII. GENERAL PROVISIONS

A. **Governing law and venue.** This Agreement shall be governed by the laws of the State of Texas. All performance made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. The provisions of this Article VIII.A. shall survive termination of this Agreement.

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

follows:

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

If to PETITIONER: Midland-Odessa Golf Corporation
P.O. Box 12580
Odessa, TX 79768

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

C. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

D. **Use of language.** Words in the singular shall be held to include the plural, unless the context otherwise requires.

E. **Amendments, modifications, alterations.** No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

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

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

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, PETITIONER'S failure to comply with the requirements herein shall perpetually bar PETITIONER'S claim for damages under Chapter 271 of the Texas Local Government Code and Section 311.034 of the Texas Government Code, regardless of whether CITY has actual or constructive notice or knowledge of said claim or alleged damages. The provisions of this Article VIII.G. shall survive termination of this agreement. **PETITONER AGREES THAT THE REQUIREMENTS OF THIS ENTIRE AGREEMENT ARE REASONABLE.**

H. **Covenants run with the land.** The provisions of this Agreement are covenants that run with the land located in the Area. CITY and PETITIONER agree that this Agreement may be recorded in the deed records of the county in which the Area is located. CITY and PETITIONER acknowledge and agree that this Agreement is binding upon CITY and PETITIONER and their respective successors, executors, heirs, and assigns, as applicable. The provisions of this Article VIII.H. shall survive termination of this Agreement.

EXECUTED the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, Interim City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

PETITIONER:

By: _____

Name: JON CRAIN

Title: PRESIDENT

STATE OF TEXAS §

§

COUNTY OF ECTOR §

BEFORE ME, the undersigned authority, on this 10th day of February, 2021 personally appeared, Jon Crain, an officer of Midland Odessa Golf Corp, 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 10th day of February, 2021.

SUZANNE EICHER
Notary Public
State of Texas
ID # 1025491-2
My Comm. Expires 8-22-2024

Suzanne Eicher

Notary Public, State of Texas

EXHIBIT "A" TO SERVICE AGREEMENT

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract of land described in Exhibit A (the "Property"), said Exhibit being attached hereto and incorporated herein, Midland-Odessa Golf Corporation ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Jon Crain, President

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

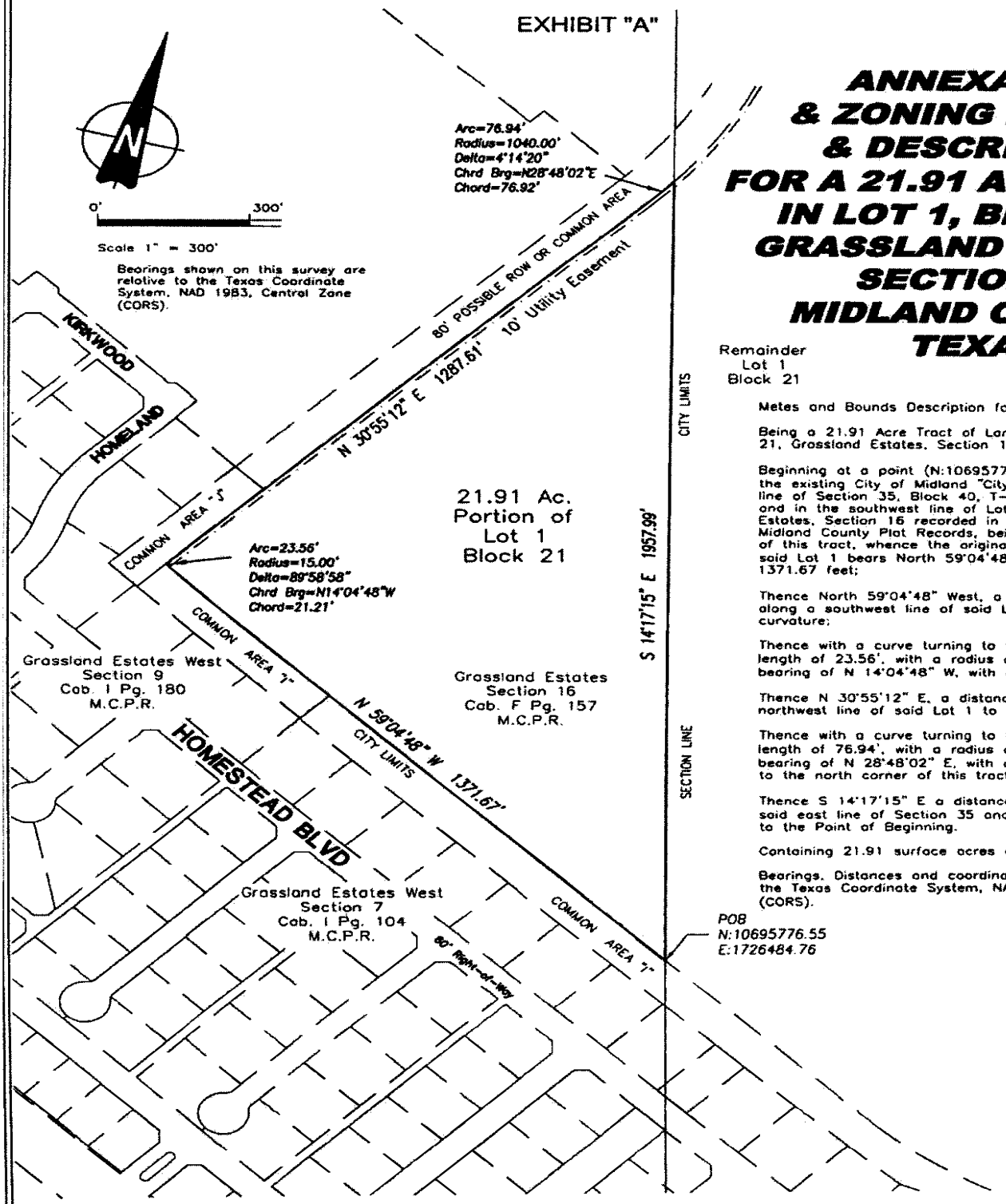
This instrument was acknowledged before me on the 4th day of February, 2021, by Jon Crain in the capacity herein stated.

MY COMMISSION EXPIRES
8/22/2024

Suzanne Eicher
Notary Public, State of TX

SUZANNE EICHER
Notary Public
State of Texas
ID # 1025491-2
My Comm. Expires 8-22-2024

EXHIBIT "A"



ANNEXATION & ZONING EXHIBIT & DESCRIPTION FOR A 21.91 ACRE TRACT IN LOT 1, BLOCK 21, GRASSLAND ESTATES, SECTION 16, MIDLAND COUNTY, TEXAS.

Metes and Bounds Description for Annexation and Zoning:

Being a 21.91 Acre Tract of Land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas.

Beginning at a point (N:10695776.55, E:1726484.76') on the existing City of Midland "City Limits" line, the east line of Section 35, Block 40, T-2-S, T&P RR Co Survey and in the southwest line of Lot 1, Block 21, Grassland Estates, Section 16 recorded in Cabinet F, Page 157, Midland County Plat Records, being the southwest corner of this tract, whence the original most westerly corner of said Lot 1 bears North 59°04'48" West, a distance of 1371.67 feet;

Thence North 59°04'48" West, a distance of 1371.67 feet along a southwest line of said Lot 1 to a point of curvature;

Thence with a curve turning to the right with an arc length of 23.56', with a radius of 15.00', with a chord bearing of N 14°04'48" W, with a chord length of 21.21';

Thence N 30°55'12" E, a distance of 1287.61' along a northwest line of said Lot 1 to a point of curvature;

Thence with a curve turning to the left with an arc length of 76.94', with a radius of 1040.00', with a chord bearing of N 28°48'02" E, with a chord length of 76.92' to the north corner of this tract;

Thence S 14°17'15" E a distance of 1957.99' along a said east line of Section 35 and said "City Limits" line to the Point of Beginning.

Containing 21.91 surface acres of land.

Bearings, Distances and coordinates are GRID, based on the Texas Coordinate System, NAD83, Central Zone (CORS).

This Exhibit & Description were prepared from record information for a political subdivision (zoning) and do not represent an actual on the ground survey. This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

15 December 2017

STATE OF TEXAS
REGISTERED
AARON SCOTT BURRELL
5689
PROFESSIONAL
LAND SURVEYOR

Aaron S. Burrell
Registered Professional Land Surveyor
Texas No. 5689

AARON BURRELL LAND SURVEYORS, LLC.

PACKET 5.2c
July 15, 2021

Professional Land Surveying & Mapping
Aaron Burrell Land Surveyors, LLC
TBPLS Firm No. 10194217
415 W. Wall St., Suite 204 Midland, Texas 79701
P.O. Box 81041 Midland, Texas 79708
432-848-4439
www.asbsurveyors.com

MIDLAND
Planning Division

Annexation/Initial Zoning

Project Number: A-21-0024

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Midland-Odessa Golf Corp.		Phone (432) 559-2011 Email joncrain.nvgc@gmail.com	
Address 4800 E 42nd Street, Suite 210	City Odessa	State TX	Zip 79762

Property Owner Printed Name: Midland-Odessa Golf Corp.		Phone (432) 559-2011 Email joncrain.nvgc@gmail.com	
Address 4800 E 42nd Street, Suite 210	City Odessa	State TX	Zip 79762

Representative *(if different from Applicant or Property Owner)* Firm: Parkhill Printed Name: Josh Wallender (PSC PROJ # 6086.21)		Phone (432) 697-1447 Email jwallender@parkhill.com	
Address 1700 W. Wall Street, Suite 100	City Midland	State TX	Zip 79701

Street Address: 6101 W Wadley

Legal Description
Lot: 1 Block: 21 Subdivision: Grassland Estates, Section 16

Proposed Zone:
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Would like to annex into the city

Present Use of Property: Golf Course Location

Proposed Use of Property: Golf Course

How would this zone change affect the public health, safety and welfare? No Effect

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Metes and Bounds Description
- Survey Map
- Dimensioned Site Plan (If applicable)
- Digital Copies of Documents(PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature): Jon Crain	Date: 1-19-2021
Applicant (printed): Midland-Odessa Golf Corp - Jon Crain	
Property Owner (signature): Jon Crain	Date: 1-19-2021
Property Owner (printed) : Midland-Odessa Golf Corp - Jon Crain	

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 Josh Wallender who, being by me duly sworn, upon oath says: That (s)he is authorized by Midland-Odessa Golf Corp, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 21 day of January, 2021, to certify which witness my hand and seal of office.

SHERI MULLINS
My Notary ID # 8145198
Expires October 10, 2022

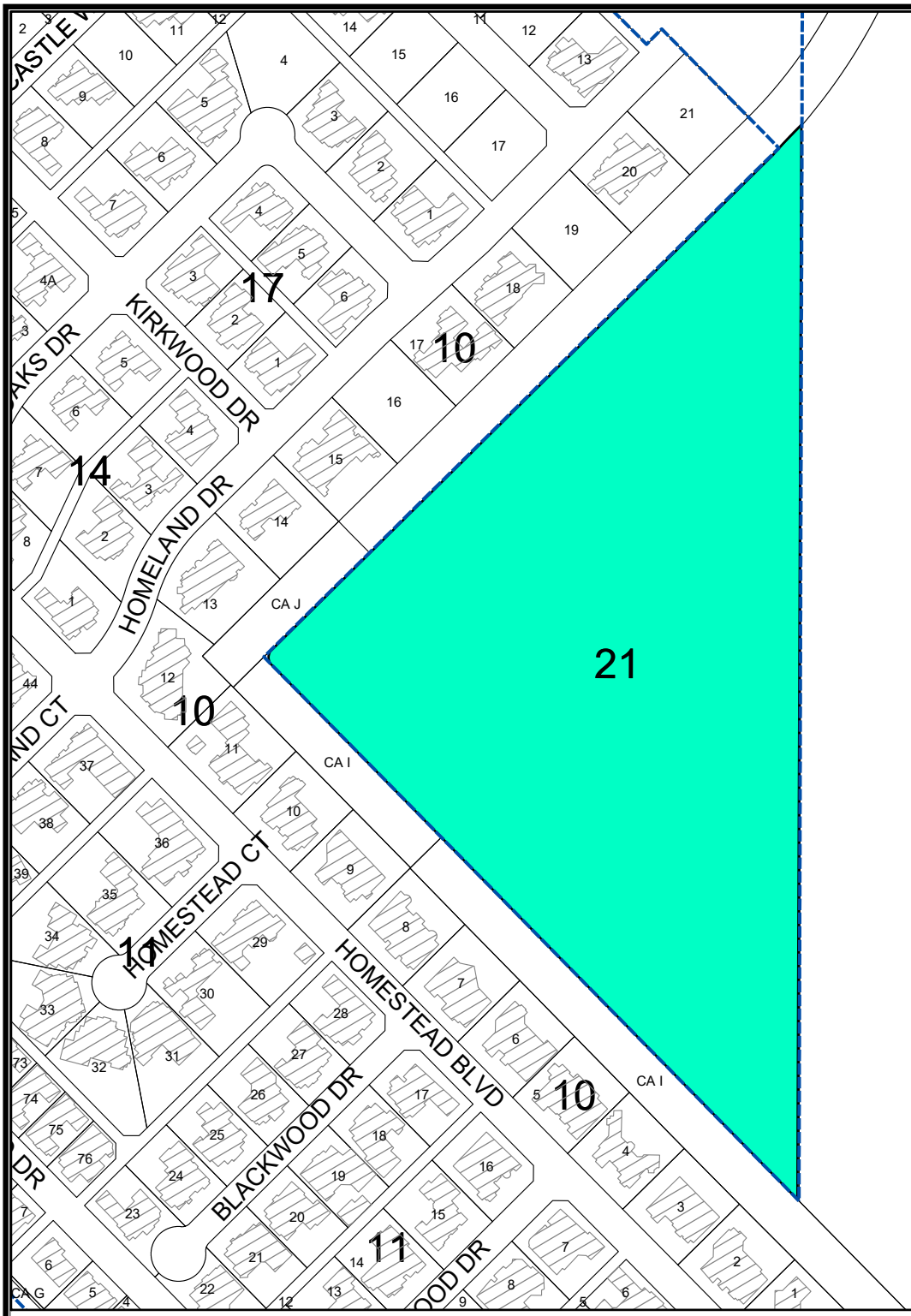
Sheri Mullins

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☒ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check # 1489	
Received By: V. Shaman	Date: RECEIVED JAN 21 2021 By:

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

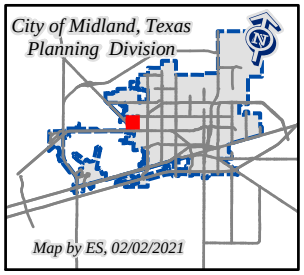
A-21-0024 **Scale: 1" = 300'**

Consider a request for the annexation of a 21.91- acre tract of land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas.

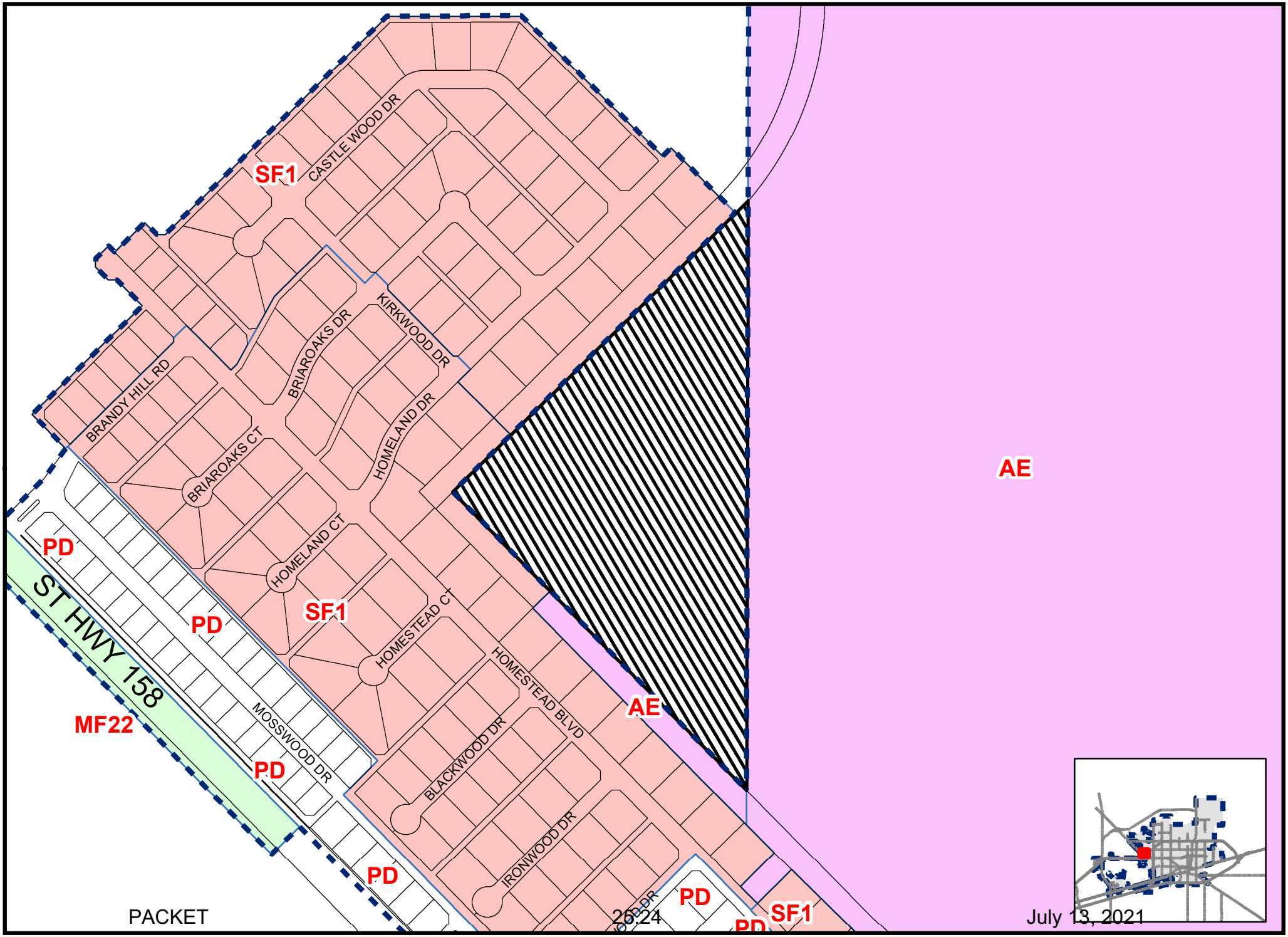
Generally located approximately 266 feet east of Homeland Drive and approximately 258 feet east of Homestead Boulevard. (Extraterritorial Jurisdiction)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



July 13, 2021



Map By COB, 02/23/2021

A-21-0024/Z-21-0212 **Scale: 1" = 400'**

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.

MIDLAND
Planning Division

HELM JOHN LOY
6508 HOMESTEAD BLVD
MIDLAND TX 79707

PUBLIC NOTICE

The **City Council** of the City of Midland, Texas will hold a public hearing at **10:00A.M.** on **Tuesday**, **April 27, 2021,** in the Council Chambers, City Hall, 300 N. Loraine, on a request by **Midland-Odessa Golf Corp** for approval of an **Annexation** on the following described property:

LEGAL DESCRIPTION: A 21.91-acre tract of land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas.

LOCATION: Generally located approximately 266 feet east of Homeland Drive and approximately 258 feet east of Homestead Boulevard. (Extraterritorial Jurisdiction)

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:** This is part of the owner's goal of selling the golf course as a high density housing development w/ commercial & multi-family areas.

Required Information:

John Loy Helm — JOHN LOY HELM — 6508 HOMESTEAD BLVD, MIDLAND, TX 79707

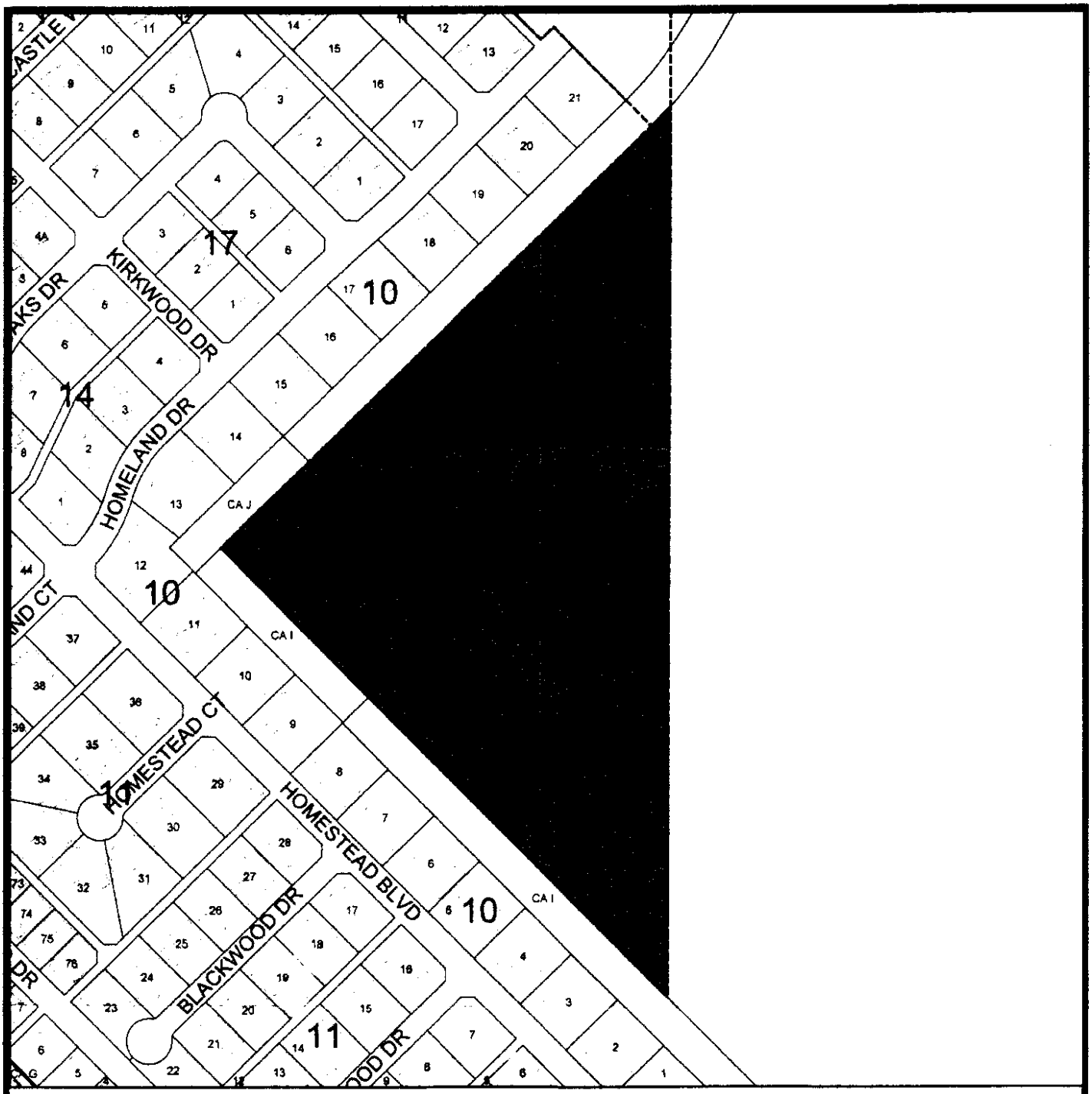
Property Owner's Signature | Printed Name | Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division, at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Cristina Odenborg
Interim Planning Division Manager
Department of Development Services

Notices Mailed: 23
Date Mailed: April 9, 2021
Case Number: A-21-0024
Case Name: Midland-Odessa Golf Corp
ES Planner's Initials

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.



LOCATION MAP

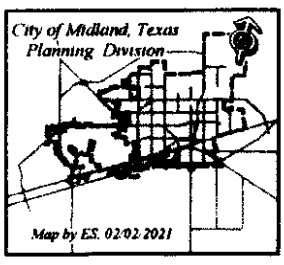
A-21-0024 **Scale: 1" = 300'**

Consider a request for the intiial zoning of a 21.91- acre tract of land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas.

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LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



MIDLAND
Planning Division

ELLIS ZACHARY T
6608 HOMESTEAD BLVD
MIDLAND TX 79707

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I object to this request ✓ **Comments:**

Required Information:

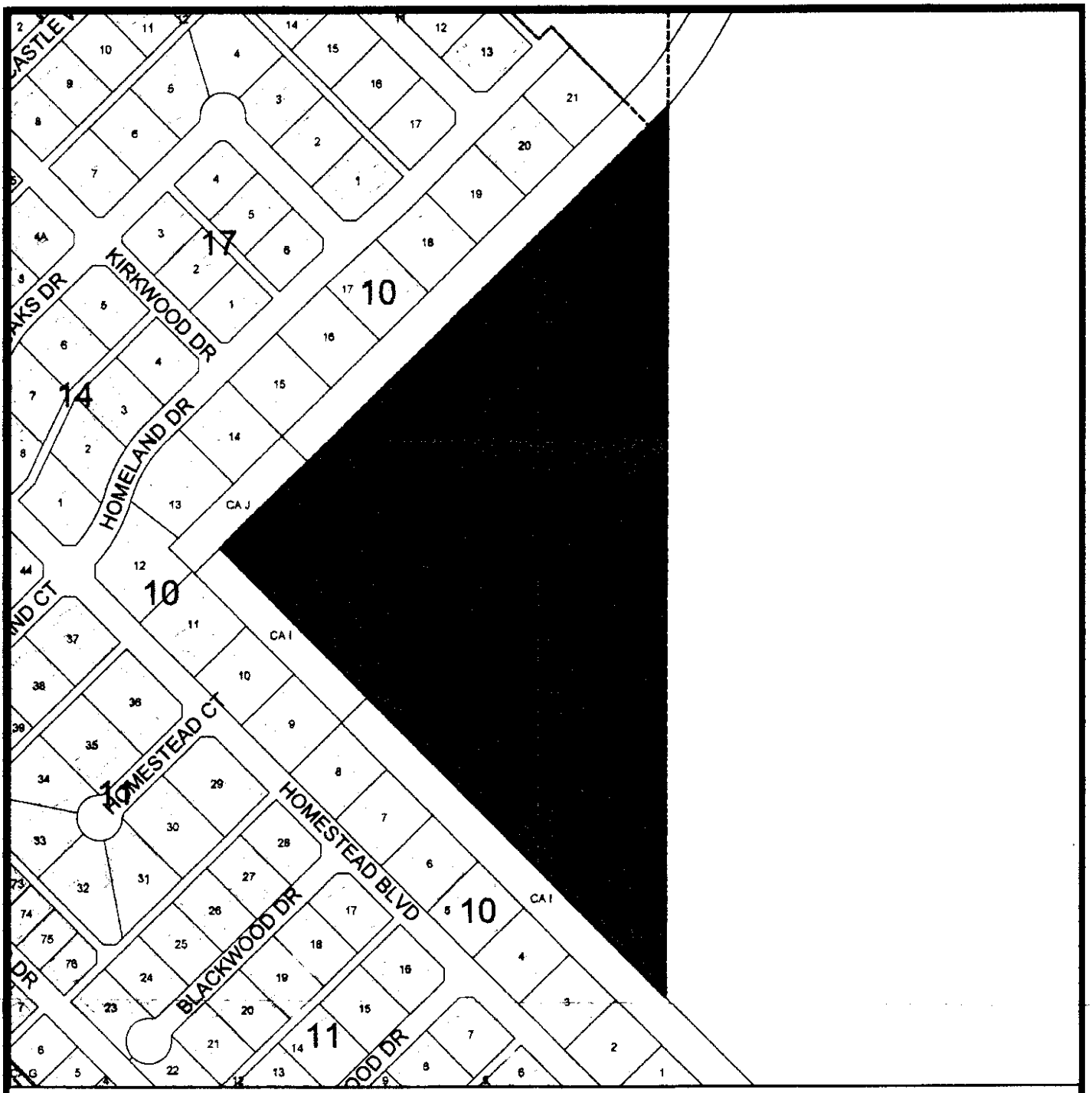
Property Owner's Signature	Zachary Ellis Printed Name	6608 Homestead Blvd Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division, at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 23
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Por
Cristina Odenborg
Interim Planning Division Manager
Department of Development Services

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LOCATION MAP

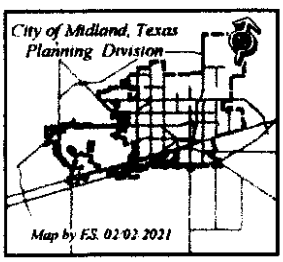
A-21-0024 **Scale: 1" = 300'**

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LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



MIDLAND
Planning Division

BURKES JONATHAN CRAIG
6408 HOMESTEAD BLVD
MIDLAND TX 79707

PUBLIC NOTICE

The **City Council** of the City of Midland, Texas will hold a public hearing at **10:00A.M.** on **Tuesday, April 27, 2021,** in the Council Chambers, City Hall, 300 N. Loraine, on a request by **Midland-Odessa Golf Corp** for approval of an **Annexation** on the following described property:

LEGAL DESCRIPTION: A 21.91-acre tract of land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas.

LOCATION: Generally located approximately 266 feet east of Homeland Drive and approximately 258 feet east of Homestead Boulevard. (Extraterritorial Jurisdiction)

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I object to this request /s/ **Comments:** _____

Required Information:

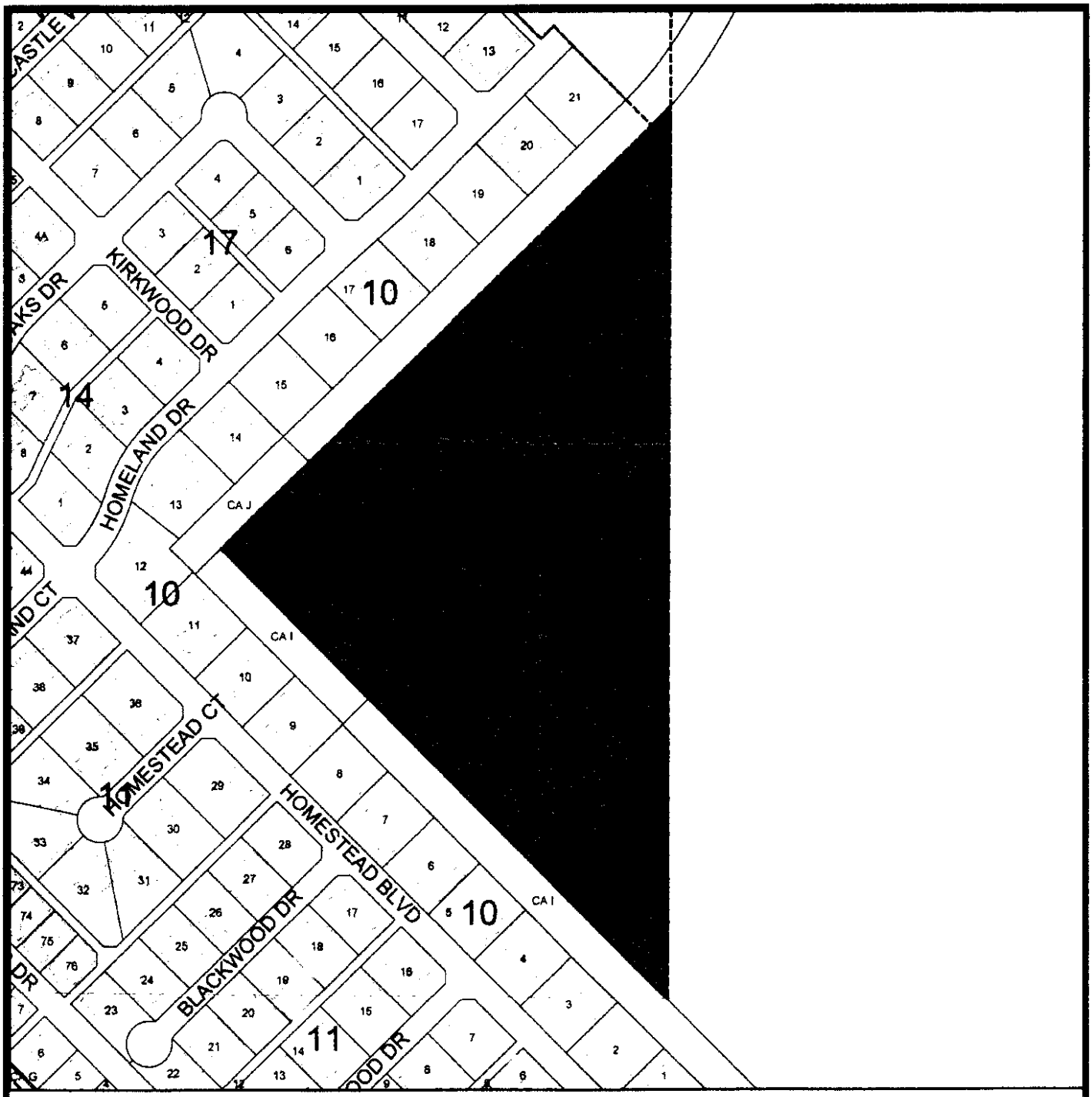
Property Owner's Signature	Printed Name	Property Address (**No P. O. Boxes**)
/s/	Jonathan Burkes	6408 Homestead Blvd

If any further information is desired, please contact the Planning Division, at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 23
Date Mailed: April 9, 2021
Case Number: A-21-0024
Case Name: Midland-Odessa Golf Corp
ES Planner's Initials

/s/ Cristina Odenborg
Interim 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.



LOCATION MAP

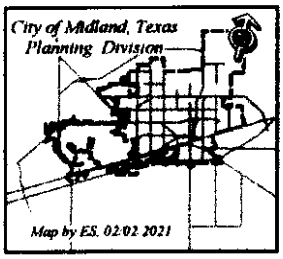
A-21-0024 **Scale: 1" = 300'**

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LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



MIDLAND
Planning Division

PUBLIC NOTICE

SMITH KENNETH C
6412 HOMESTEAD BLVD
MIDLAND TX 79707

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I object to this request X **Comments:**

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Required Information:

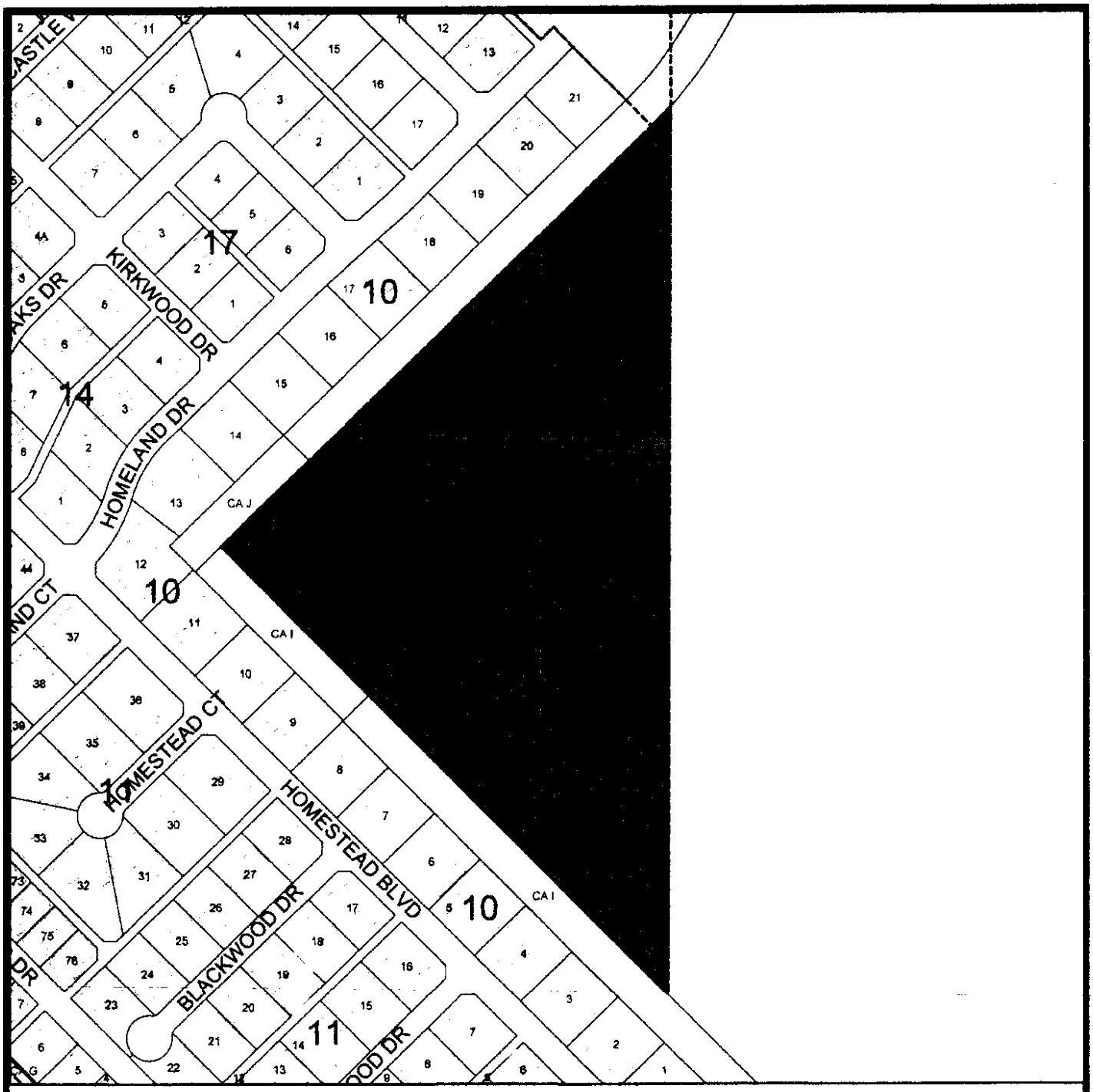
Property Owner's Signature	Kenneth C. Smith Printed Name	6412 Homestead Blvd. Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division, at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 23
Date Mailed: April 9, 2021
Case Number: A-21-0024
Case Name: Midland-Odessa Golf Corp
ES Planner's Initials

Cristina Odenborg
Interim Planning Division Manager
Department of Development Services

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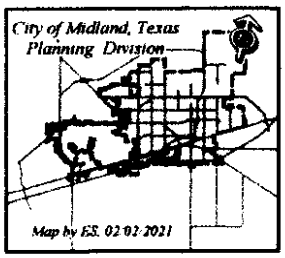
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LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



MIDLAND
Planning Division

RECEIVED
APR 2 6 2021
BY: .....

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I object to this request ____ **Comments:**

_____

Required Information:

_____ Phillip Cochran 6504 Homestead Blvd.

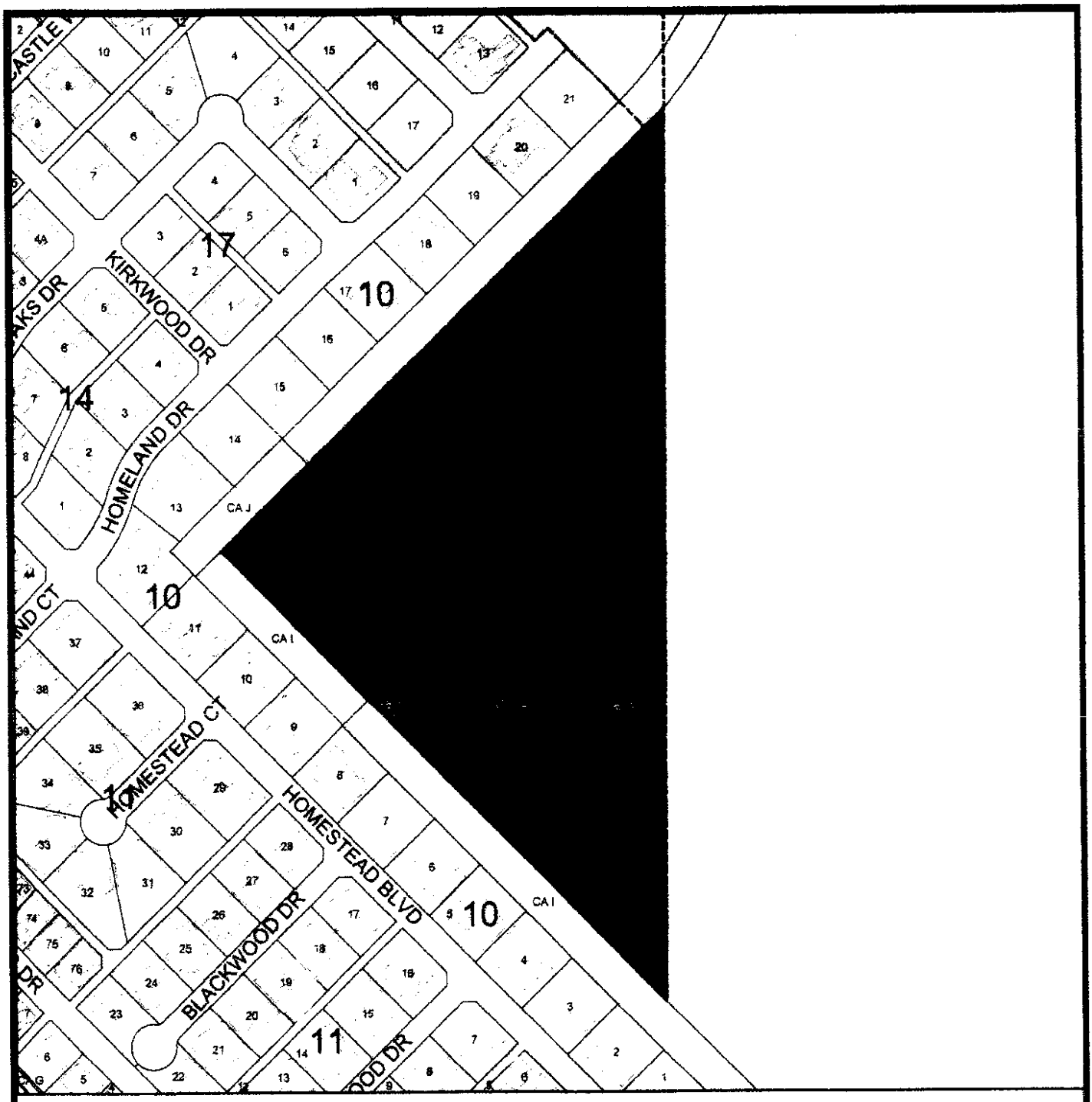
Property Owner's Signature | Printed Name | Property Address (**No P. O. Boxes**)

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Notices Mailed: 23
Date Mailed: April 9, 2021
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Case Name: Midland-Odessa Golf Corp
ES Planner's Initials

Carl Hunt Por
Cristina Odenborg
Interim Planning Division Manager
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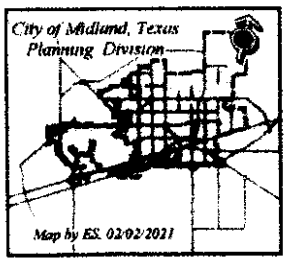
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LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



MIDLAND
Planning Division

RECEIVED
APR 26 2021

PUBLIC NOTICE

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I object to this request ___ **Comments:**

Required Information:

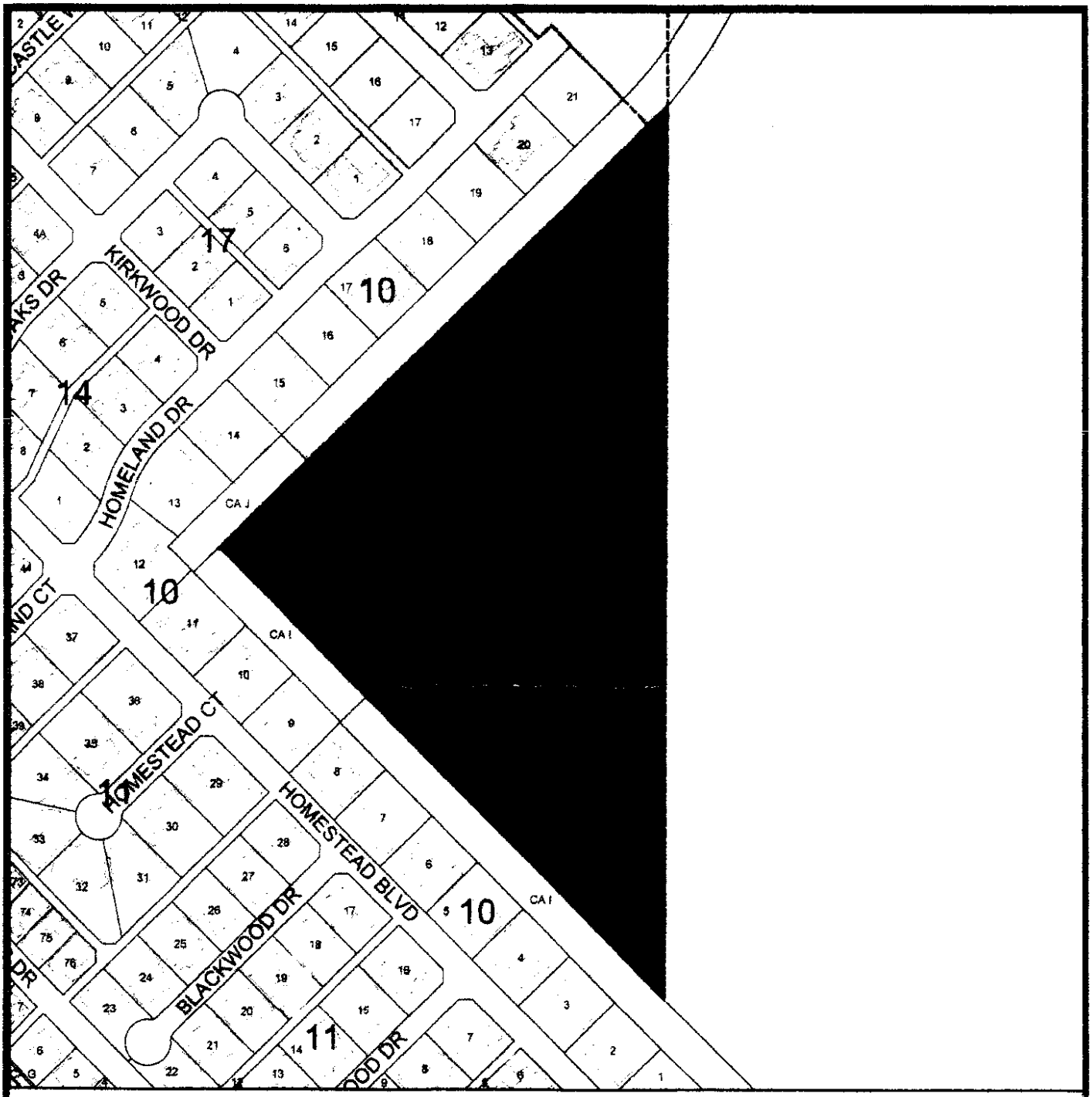
Property Owner's Signature	Printed Name	Property Address (**No P. O. Boxes**)
	Cory Hardy	6416 Homestead Blvd.

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Notices Mailed: 23
Date Mailed: April 9, 2021
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ES Planner's Initials

Carl Hanny Por
Cristina Odenborg
Interim Planning Division Manager
Department of Development Services

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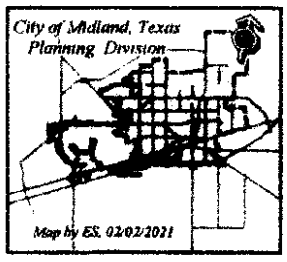
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LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



MIDLAND
Planning Division

RECEIVED
APR 2 6 2021
BY: .....

VALENCIA NATHAN PRICE &
6600 HOMESTEAD
MIDLAND TX 79707

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I object to this request X **Comments:**

Beaun Valencia

Required Information:

Property Owner's Signature	Nathan Valencia Printed Name	6600 Homestead Blvd Property Address (**No P. O. Boxes**)

I Beaun Valencia

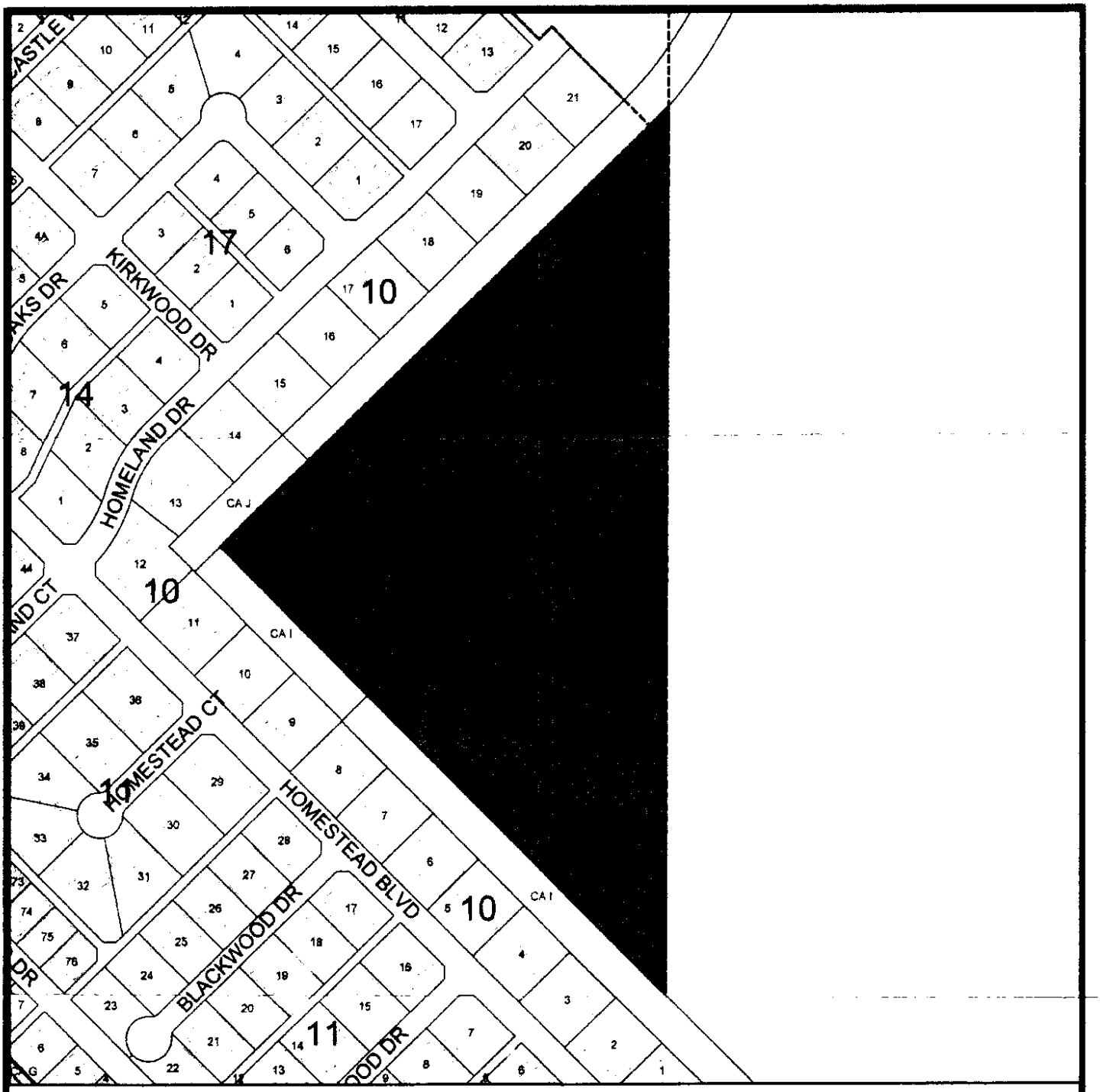
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Carl Hamby Por

Cristina Odenborg
Interim Planning Division Manager
Department of Development Services

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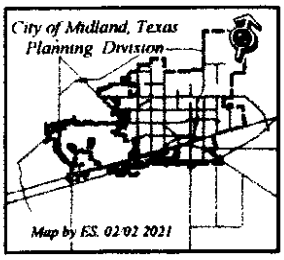
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- - - CITY LIMITS
PARCEL
PRIVATE BLDGS



MIDLAND
Planning Division

RECEIVED
APR 26 2021
BY: .....

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_____

Required Information:

_____ Edelve James 2704 Homeland Dr.

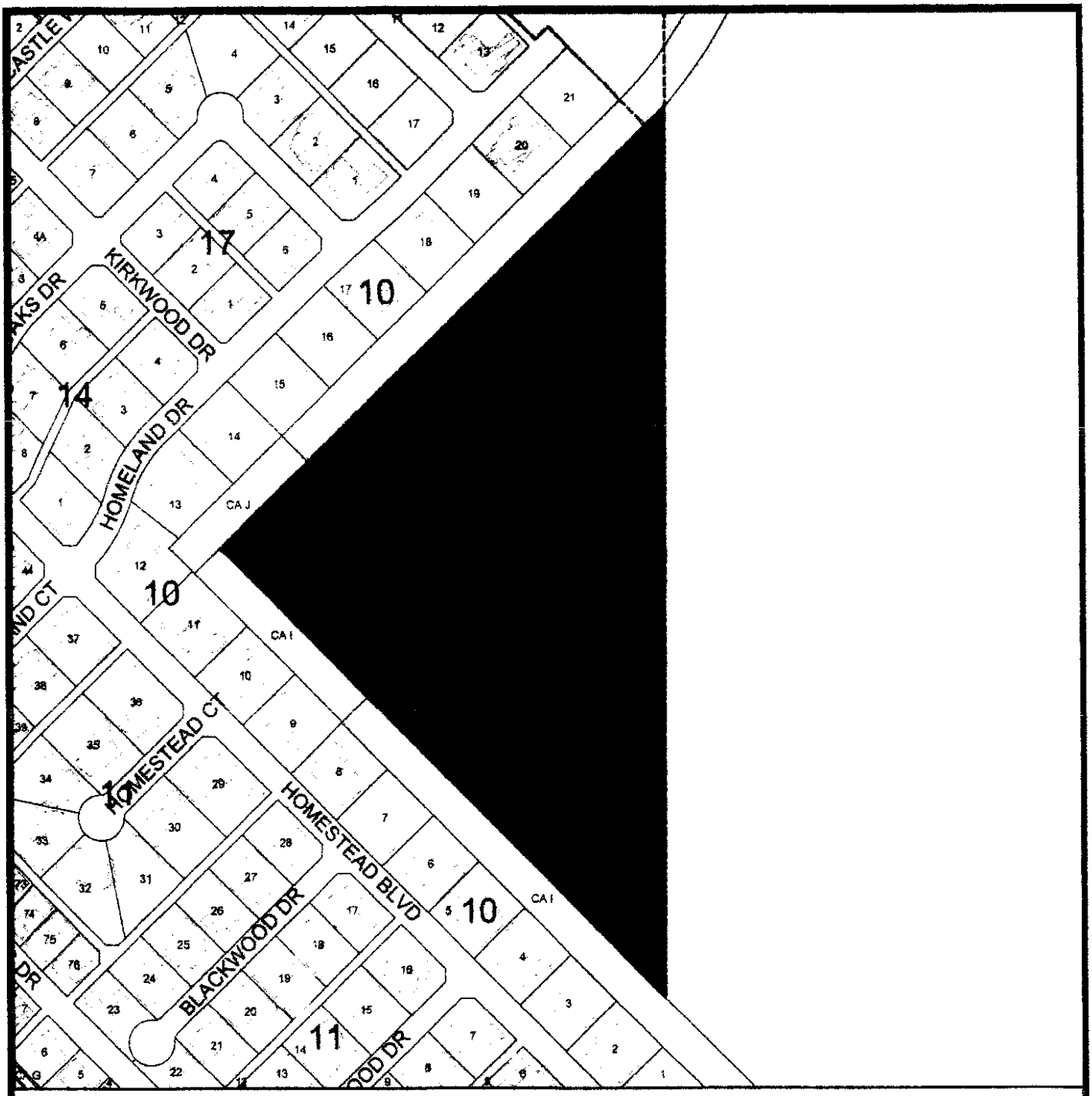
Property Owner's Signature | Printed Name | Property Address (**No P. O. Boxes**)

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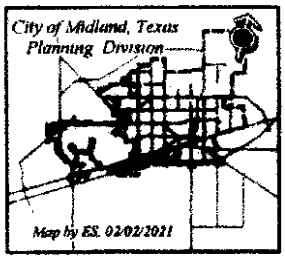
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LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



MIDLAND
Planning Division

RECEIVED
APR 26 2021
BY: .....

Ankur Bhakta
2708 Homeland Dr.

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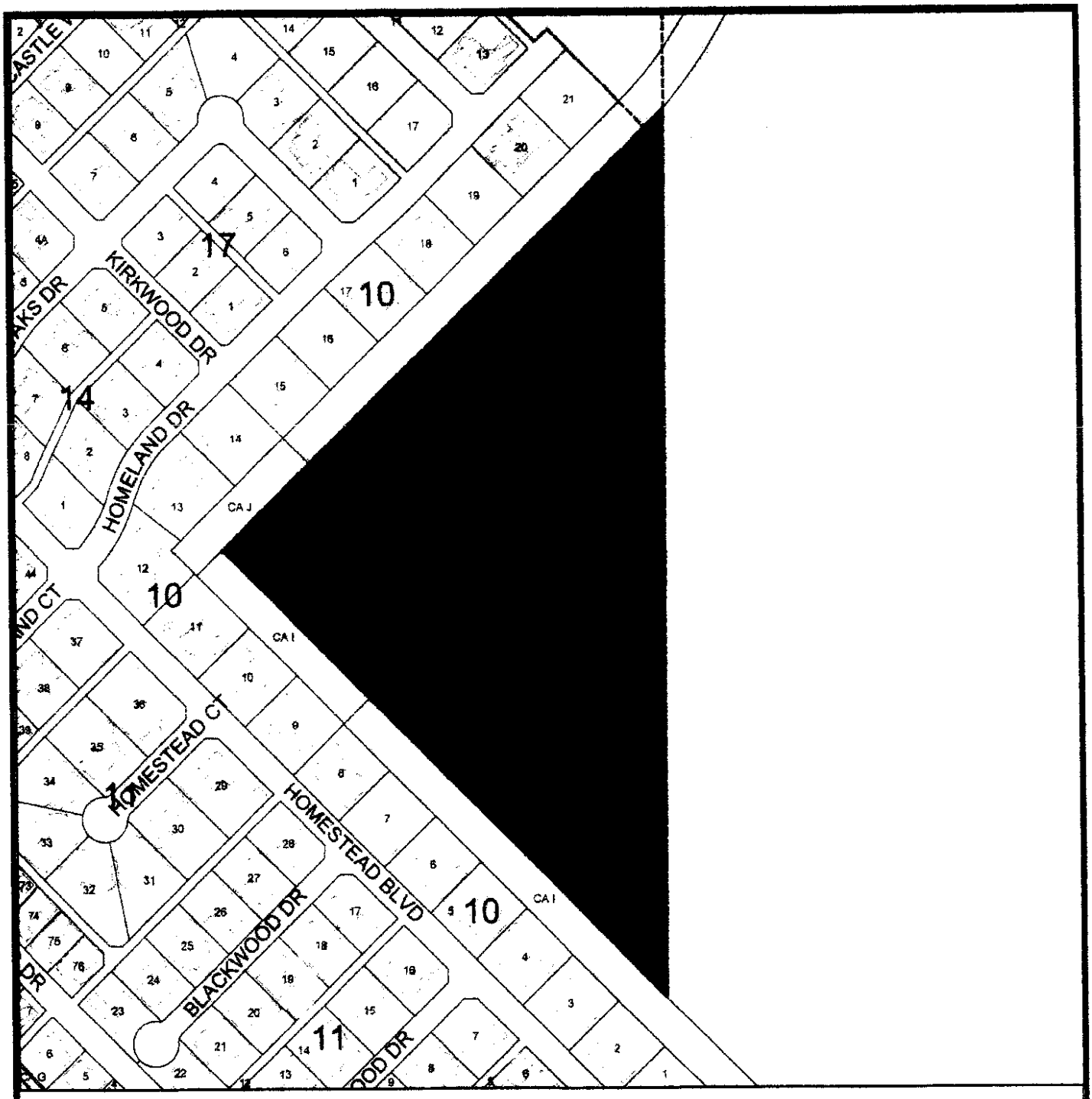
Ankur Bhakta	Ankur Bhakta	2708 Homeland Dr
Property Owner's Signature	Printed Name	Property Address (**No P. O. Boxes**)

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Notices Mailed: 23
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Carl Hunt Por
Cristina Odenborg
Interim Planning Division Manager
Department of Development Services

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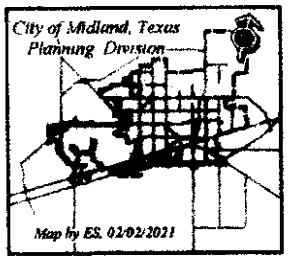
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- PRIVATE BLDGS



MIDLAND
Planning Division

RECEIVED
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BY: .....
Bhavika Bhakta
2600 Homeland Dr.

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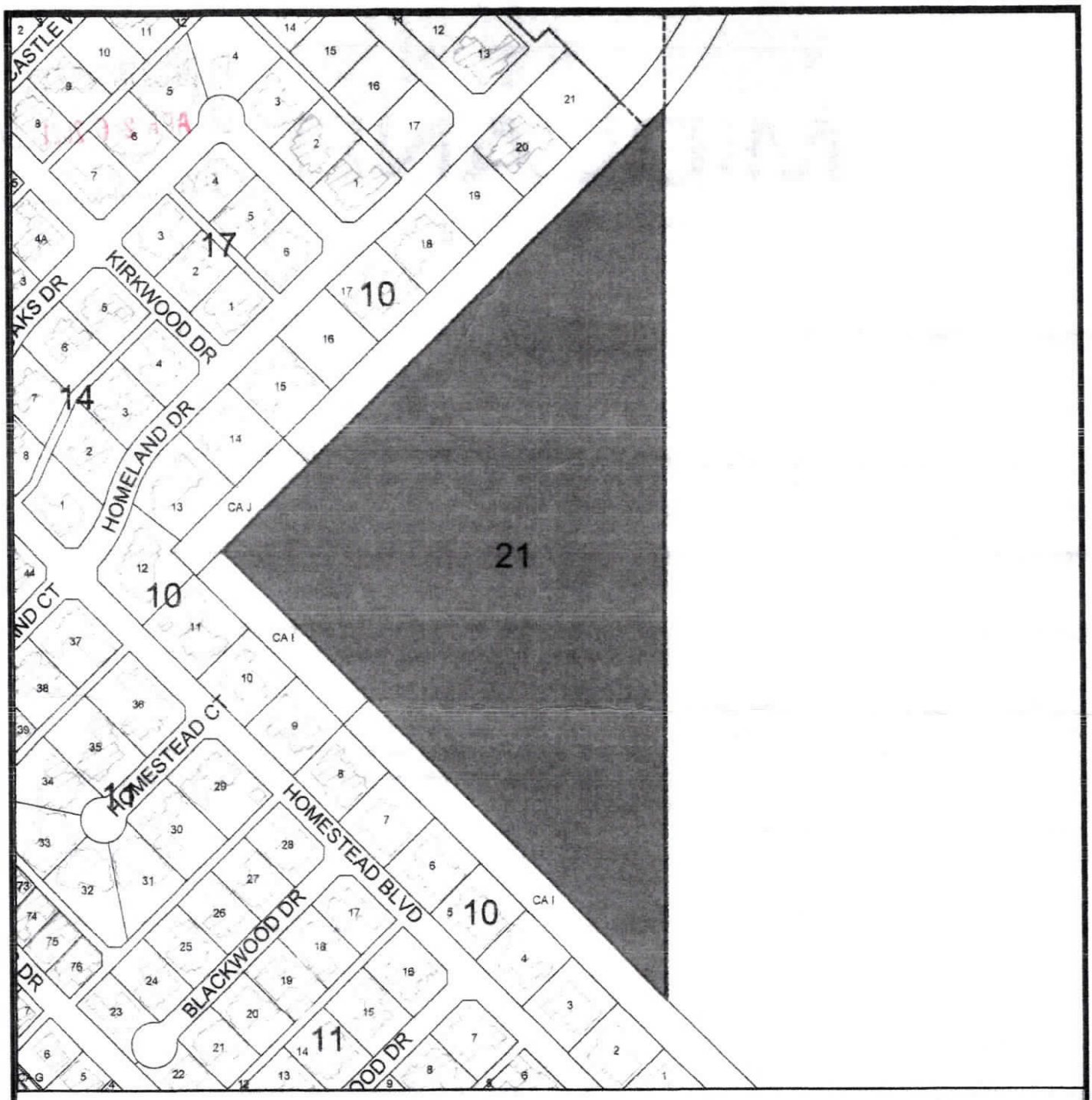
Property Owner's Signature	Printed Name	Property Address (**No P. O. Boxes**)
Bhavika Bhakta	Bhavika Bhakta	2600 Homeland Dr.

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Por
Cristina Odenborg
Interim Planning Division Manager
Department of Development Services

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LOCATION MAP

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LEGEND

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MIDLAND
Planning Division

JORDAN MATTHEW
2512 HOMELAND DR
MIDLAND TX 79707

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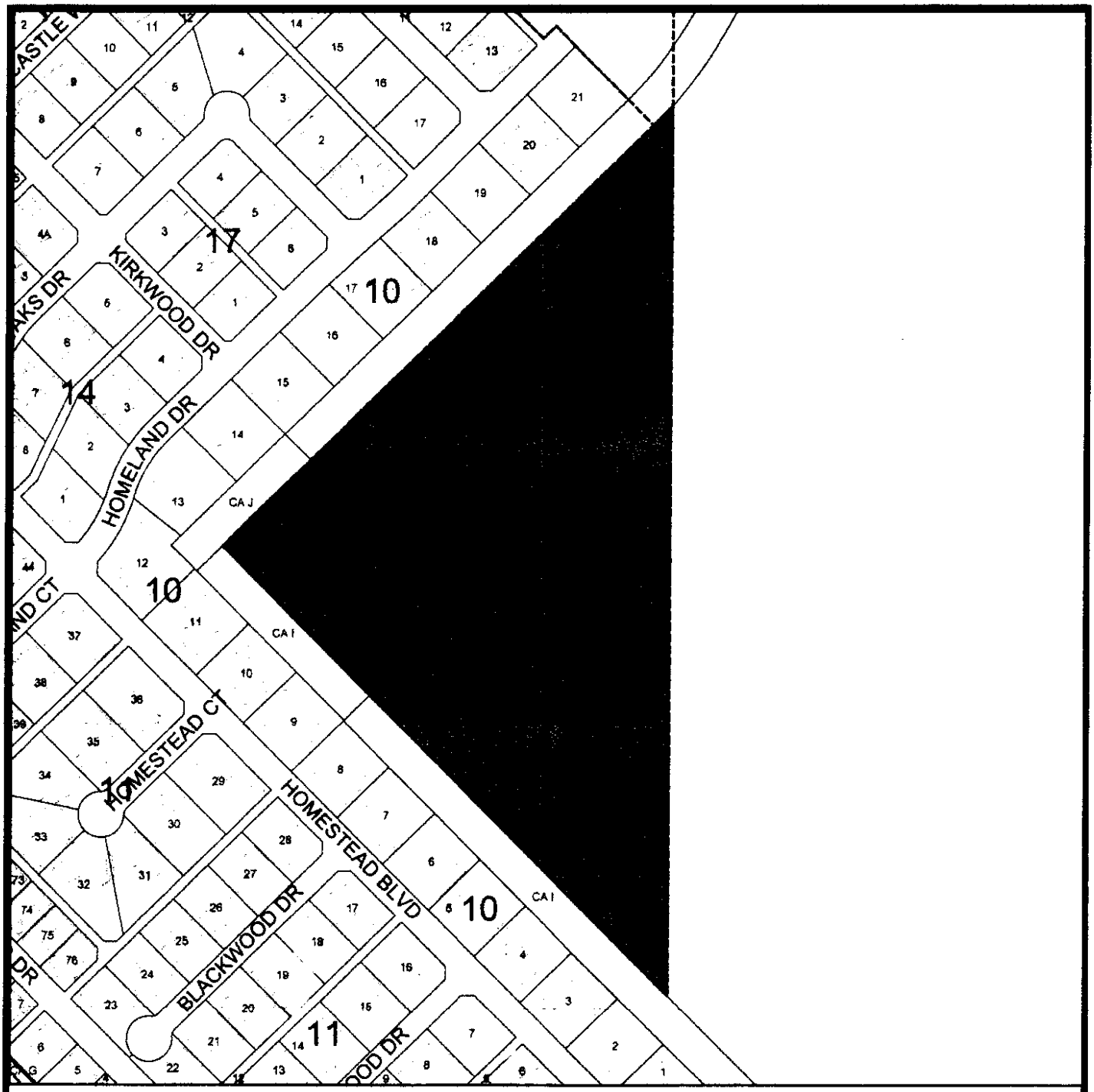
Property Owner's Signature | Matthew Jordan (Printed Name) | 2512 Homeland Dr (Property Address **(No P. O. Boxes)**)

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LOCATION MAP

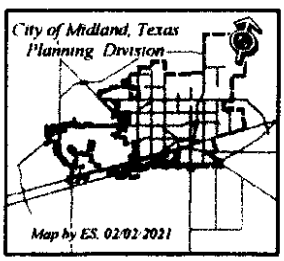
A-21-0024 **Scale: 1" = 300'**

Consider a request for the intiial zoning of a 21.91- acre tract of land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas.

Generally located approximately 266 feet east of Homeland Drive and approximately 258 feet east of Homestead Boulevard. (Extraterritorial Jurisdiction)

LEGEND

- - - CITY LIMITS
- PARCEL
- PRIVATE BLDGS



MIDLAND
Planning Division

KUMAR MANISH
2608 HOMELAND DR
MIDLAND TX 79707

PUBLIC NOTICE

The **City Council** of the City of Midland, Texas will hold a public hearing at **10:00A.M.** on **Tuesday, April 27, 2021,** in the Council Chambers, City Hall, 300 N. Loraine, on a request by **Midland-Odessa Golf Corp** for approval of an **Annexation** on the following described property:

LEGAL DESCRIPTION: A 21.91-acre tract of land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas.

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I object to this request X **Comments:**

Required Information:

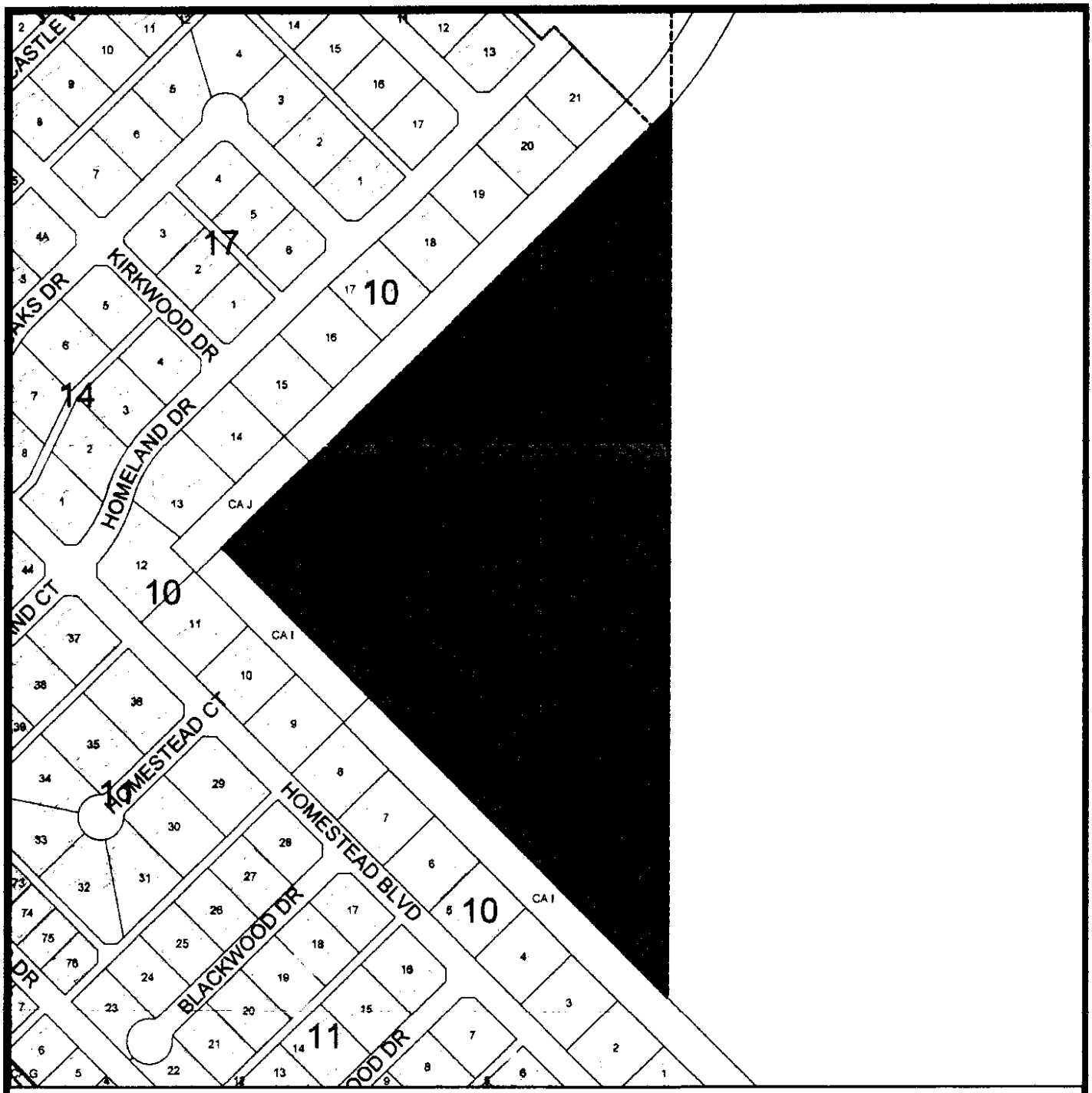
Alka — Property Owner's Signature
ALKA KUMAR — Printed Name
2608 Homeland Drive — Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division, at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 23
Date Mailed: April 9, 2021
Case Number: A-21-0024
Case Name: Midland-Odessa Golf Corp
ES Planner's Initials

Carl Penny Por
Cristina Odenborg
Interim Planning Division Manager
Department of Development Services

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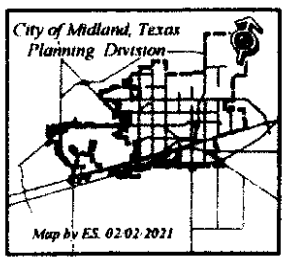
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PARCEL
PRIVATE BLDGS



MIDLAND
Planning Division

BORRA RAVI
2612 HOMELAND DR
MIDLAND TX 79707

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I object to this request X **Comments:** (1) PROPERTY DEVALUATION (2) LOSS OF GREEN SPACE (3) TRAFFIC CONGESTION (4) ENVIRONMENTAL/DRAINAGE ISSUES FROM OVERCROWDING.

Required Information:

B. Ravi Chandra	RAVI C. BORRA	2612 Homeland Drive Midland TX 79707
Property Owner's Signature	Printed Name	Property Address (**No P. O. Boxes**)

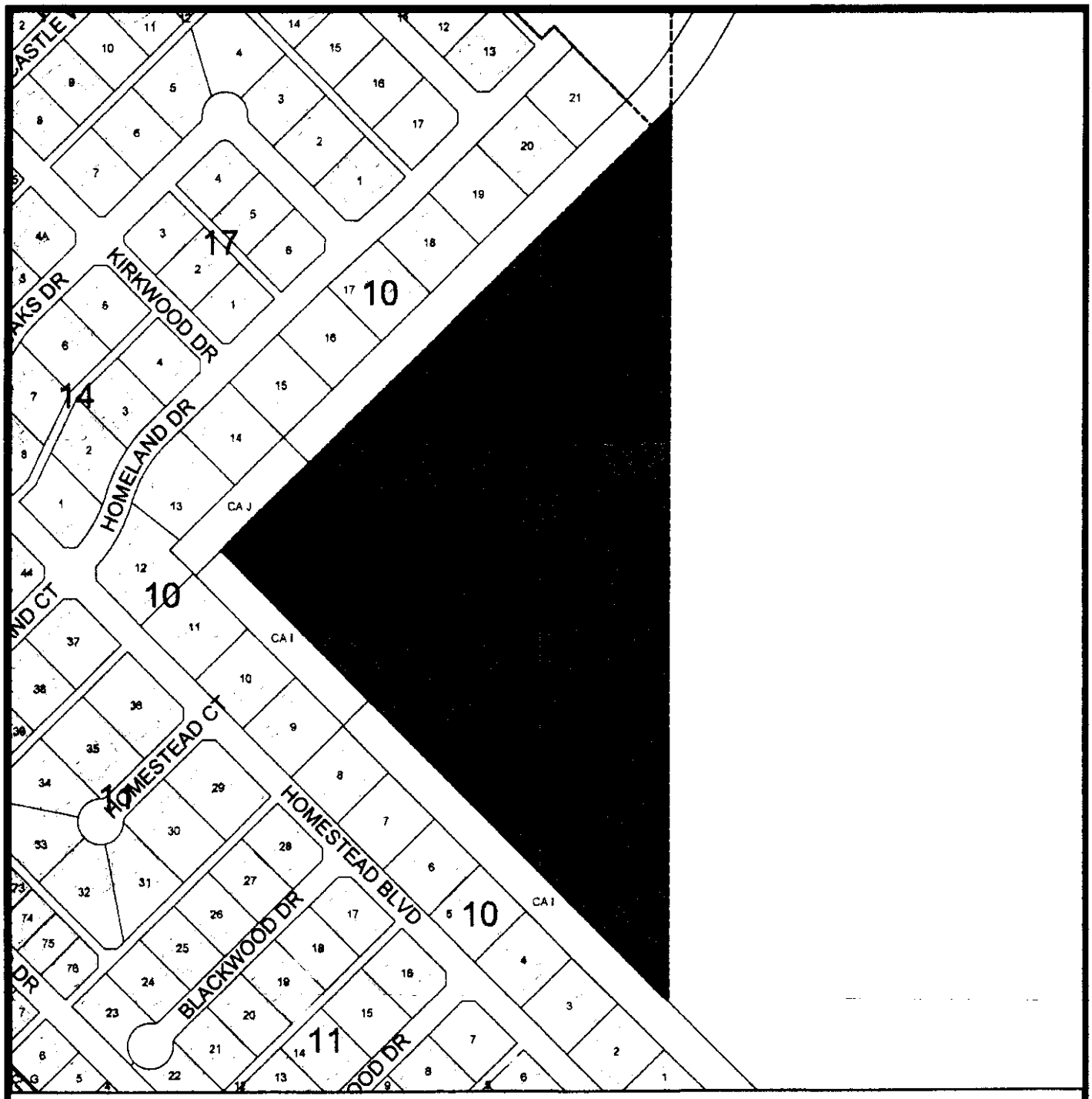
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Carl Amey for

Cristina Odenborg
Interim Planning Division Manager
Department of Development Services

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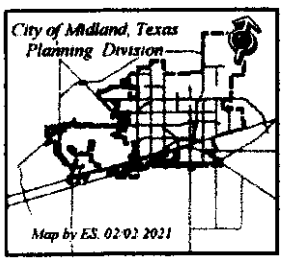
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LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



Not in Buffer

MIDLAND
Planning Division

RECEIVED
APR 2 6 2021
BY: .....

VINOD M. Bhakta
6108 Homestead Blvd
Midland TX 79707

PUBLIC NOTICE

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I object to this request ___ **Comments:**

_____

Required Information:

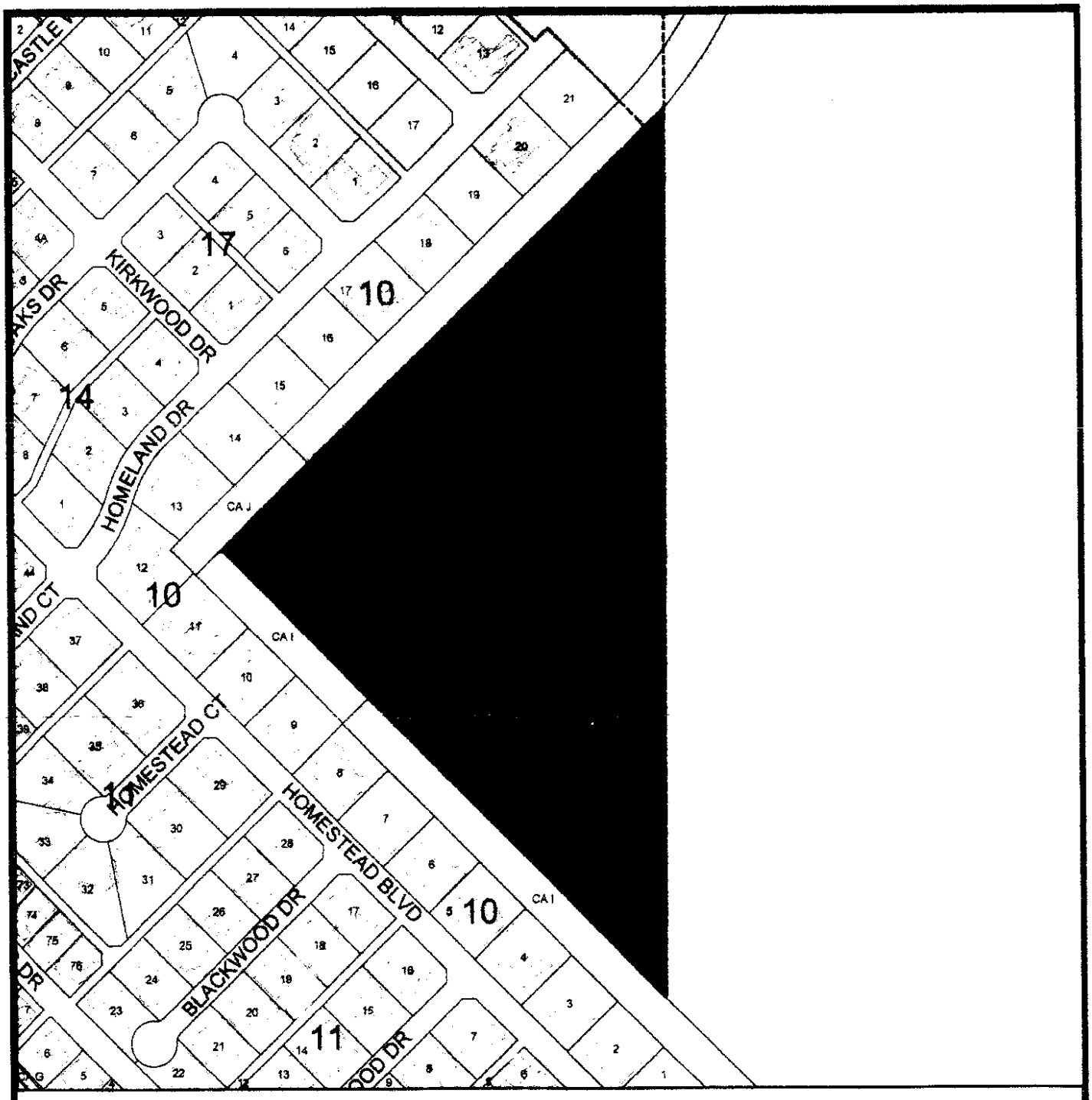
Property Owner's Signature	Printed Name	Property Address (**No P. O. Boxes**)
Vinod M Bhakta	VINOD M Bhakta	6108 Homestead Blvd

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Notices Mailed: 23
Date Mailed: April 9, 2021
Case Number: A-21-0024
Case Name: Midland-Odessa Golf Corp
ES Planner's Initials

Por
Cristina Odenborg
Interim Planning Division Manager
Department of Development Services

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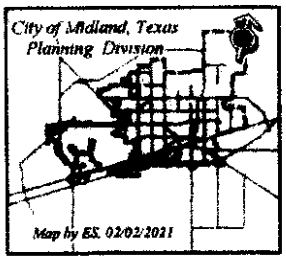
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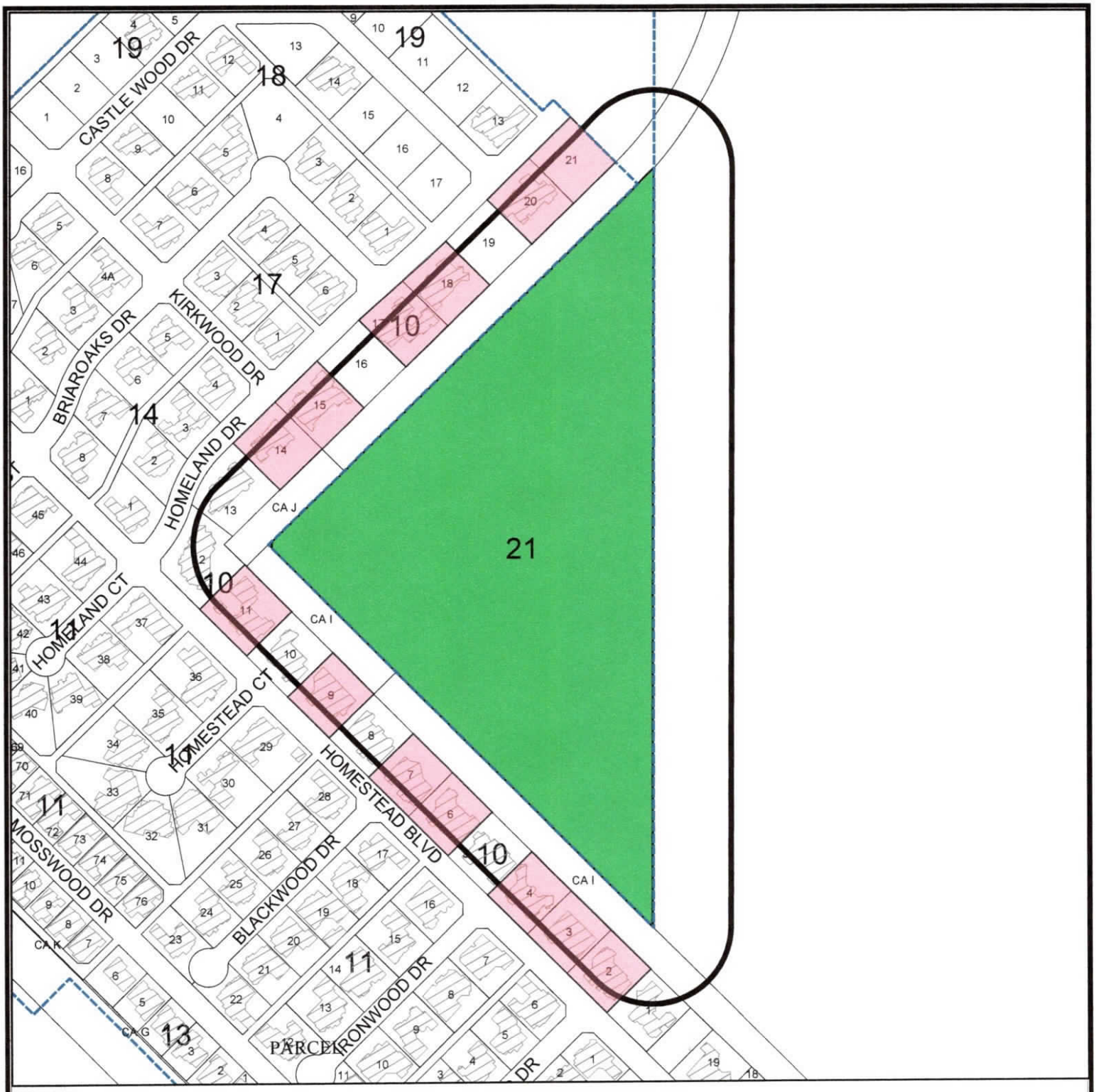
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LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS





LOCATION MAP

A-21-0024 **Scale: 1" = 300'**

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Generally located approximately 266 feet east of Homeland Drive and approximately 258 feet east of Homestead Boulevard. (Extraterritorial Jurisdiction)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS
- OBJECTIONS











City Council Meeting

Item Number: 26

Meeting Date: July 13, 2021

To: City Council / City Manager

From: Elizabeth Shaughnessy, Senior Planner

Subject: AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 21.91-ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 21, GRASSLAND ESTATES, SECTION 16, MIDLAND COUNTY, TEXAS, AS AN AE, AGRICULTURAL ESTATE DISTRICT; SAID TRACT BEING GENERALLY LOCATED APPROXIMATELY 266 FEET EAST OF THE INTERSECTION OF HOMELAND DRIVE AND APPROXIMATELY 258 FEET EAST OF HOMESTEAD BOULEVARD; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Purpose:

Consider an ordinance on a request by Midland-Odessa Golf Corp. for the initial zoning of a 21.91-acre tract of land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas, located approximately 266 feet east of Homeland Drive and approximately 258 feet east of Homestead Boulevard.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Discussion:

The applicant, Midland-Odessa Golf Corp., is requesting for the initial zoning of a 21.91-acre

tract of land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas, located approximately 266 feet east of Homeland Drive and approximately 258 feet east of Homestead Boulevard, which is currently being annexed, to be AE, Agricultural Estate District.

The site is currently in the process of being annexed into City Limits as well as in the process of being platted.

This case has been circulated to and reviewed by all pertinent City departments for internal review and has received no objections. Their comments are as follows.

Engineering: (Approved)

No Objection.

Transportation: (Approved)

Depending on the nature and scale of the proposed development, a Traffic Impact Analysis MAY be required prior to approval of construction drawings.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Fire: (Approved)

No objections.

Code Administration: (Approved)

No objection.

Oil and Gas: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

Planning:

The Future Land Use Plan in the Tall City Tomorrow Comprehensive Plan calls for Park-Open Space land uses in this area; however, the surrounding zoning is AE, Agricultural Estate District, and SF-1, Single-Family Dwelling District.

This request was recommended for approval at the April 5, 2021 Planning and Zoning Commission meeting.

Staff recommends approval of this initial zoning of AE, Agricultural Estate District, subject to condition A.

Conditions:

A. **That the use and development of the property shall conform to the regulations of the AE, Agricultural Estate District.**

Letters of Objection:

As of April 5, 2021, staff has received 16 letters of objection to this request, which amounts to 25% objections within the 200-foot notification area. Since more than 20% of the property owners within the 200-foot notification area object to this request, a ¾ vote of the City Council is required to approve this request.

Attachments:

Petition (Exhibit A)
Signed Service Agreement (Exhibit B)
Application
Maps
Letter of Objections
Objection Map

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 21.91-ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 21, GRASSLAND ESTATES, SECTION 16, MIDLAND COUNTY, TEXAS, AS AN AE, AGRICULTURAL ESTATE DISTRICT; SAID TRACT BEING GENERALLY LOCATED APPROXIMATELY 266 FEET EAST OF THE INTERSECTION OF HOMELAND DRIVE AND APPROXIMATELY 258 FEET EAST OF HOMESTEAD BOULEVARD; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, notice has been given to all parties in interest and citizens by publication in the official newspaper and otherwise of a hearing to be held before the City Council on July 13, 2021 (the "Hearing Date"), to consider an amendment to the Zoning District Map of the City of Midland, Texas, so as to establish the initial zoning classification of the property described in Section One hereof as an AE, Agricultural Estate District, as set out in Title XI, Chapter 1 of the City Code of Midland, Texas; and

WHEREAS, such a public hearing was held in the Council Chambers on the Hearing Date, as advertised; and

WHEREAS, after a full hearing, at which all parties in interest and citizens were given an opportunity to be heard; and after considering among other things, the character of the property involved and the surrounding area and its peculiar suitability for particular uses; and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout such municipality, the Council finds it to be in the best interest of the health, safety, morals and general welfare of the City of Midland to amend the Zoning District Map accordingly;

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

SECTION ONE. That the initial zoning classification of the area indicated on

Exhibit "A", attached hereto and incorporated herein by reference, is hereby established as an AE, Agricultural Estate District, and the Zoning District Map of the City of Midland, Texas, is hereby amended to reflect the establishment of this initial zoning classification.

SECTION TWO. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION THREE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FOUR. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION FIVE. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

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

Council members voting "AYE":

Council members voting “NAY”:

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

Council members voting “AYE”:

Council members voting “NAY”:

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

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract of land described in Exhibit A (the "Property"), said Exhibit being attached hereto and incorporated herein, Midland-Odessa Golf Corporation ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Jon Crain, President

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 4th day of February, 2021, by Jon Crain in the capacity herein stated.

MY COMMISSION EXPIRES

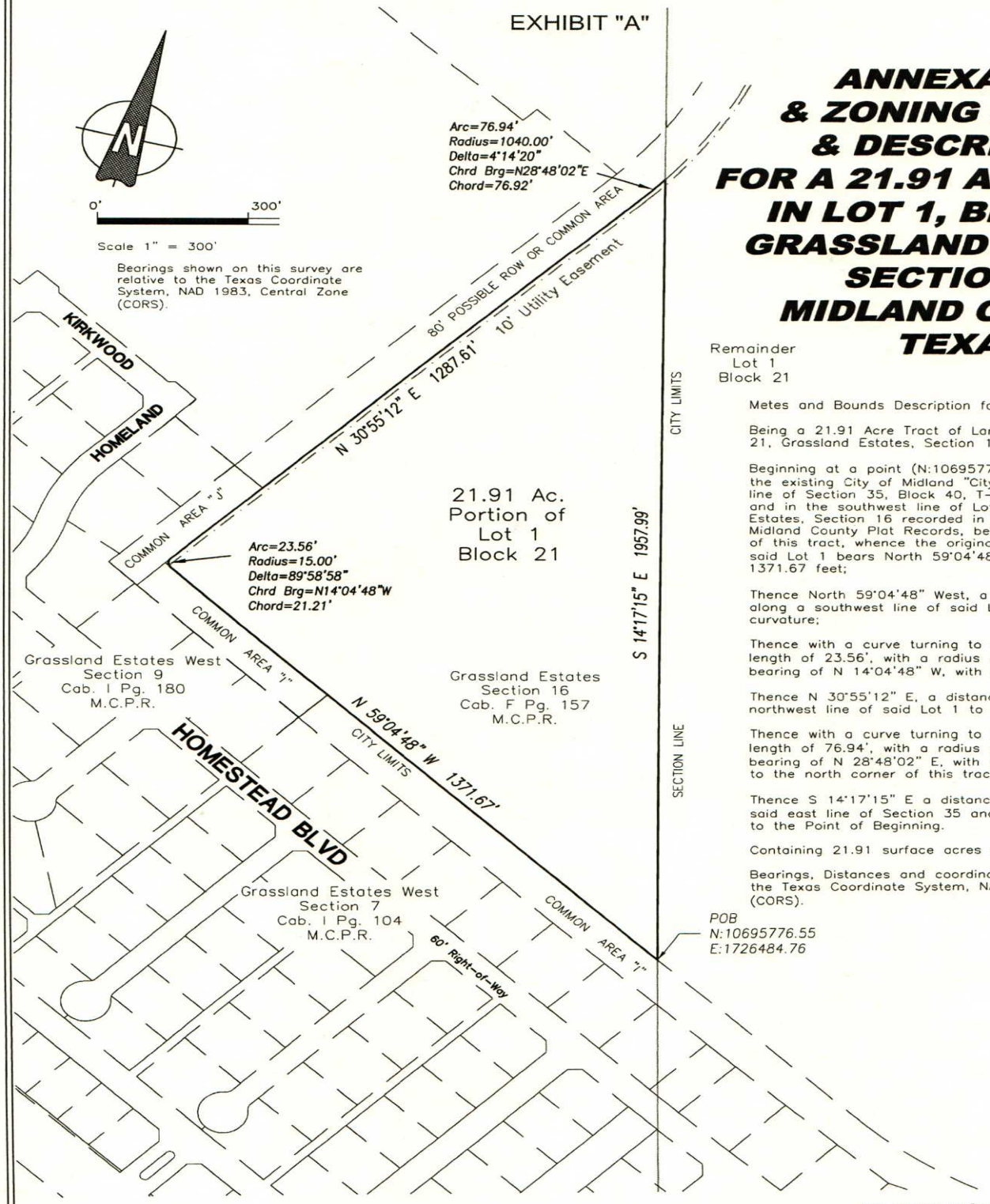
8/22/2024

Notary Public, State of TX

SUZANNE EICHER
Notary Public
State of Texas
ID # 1025491-2
My Comm. Expires 8-22-2024

EXHIBIT "A"

ANNEXATION & ZONING EXHIBIT & DESCRIPTION FOR A 21.91 ACRE TRACT IN LOT 1, BLOCK 21, GRASSLAND ESTATES, SECTION 16, MIDLAND COUNTY, TEXAS.



Remainder
Lot 1
Block 21

Metes and Bounds Description for Annexation and Zoning:

Being a 21.91 Acre Tract of Land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas.

Beginning at a point (N:10695776.55, E:1726484.76') on the existing City of Midland "City Limits" line, the east line of Section 35, Block 40, T-2-S, T&P RR Co Survey and in the southwest line of Lot 1, Block 21, Grassland Estates, Section 16 recorded in Cabinet F, Page 157, Midland County Plat Records, being the southwest corner of this tract, whence the original most westerly corner of said Lot 1 bears North 59°04'48" West, a distance of 1371.67 feet;

Thence North 59°04'48" West, a distance of 1371.67 feet along a southwest line of said Lot 1 to a point of curvature;

Thence with a curve turning to the right with an arc length of 23.56', with a radius of 15.00', with a chord bearing of N 14°04'48" W, with a chord length of 21.21';

Thence N 30°55'12" E, a distance of 1287.61' along a northwest line of said Lot 1 to a point of curvature;

Thence with a curve turning to the left with an arc length of 76.94', with a radius of 1040.00', with a chord bearing of N 28°48'02" E, with a chord length of 76.92' to the north corner of this tract;

Thence S 14°17'15" E a distance of 1957.99' along a said east line of Section 35 and said "City Limits" line to the Point of Beginning.

Containing 21.91 surface acres of land.

Bearings, Distances and coordinates are GRID, based on the Texas Coordinate System, NAD83, Central Zone (CORS).

This Exhibit & Description were prepared from record information for a political subdivision (zoning) and do not represent an actual on the ground survey. This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

15 December 2017

STATE OF TEXAS
REGISTERED
AARON SCOTT BURRELL
5689
PROFESSIONAL
LAND SURVEYOR

Aaron S. Burrell
Registered Professional Land Surveyor
Texas No. 5689

AARON BURRELL
LAND SURVEYORS, LLC.

Professional Land Surveying & Mapping
Aaron Burrell Land Surveyors, LLC
TBPLS Firm No. 10194217
415 W. Wall St., Suite 204 Midland, Texas 79701
P.O. Box 81041 Midland, Texas 79708
432-848-4439
www.asbsurveyors.com

PACKET 26.8 July 13, 2021

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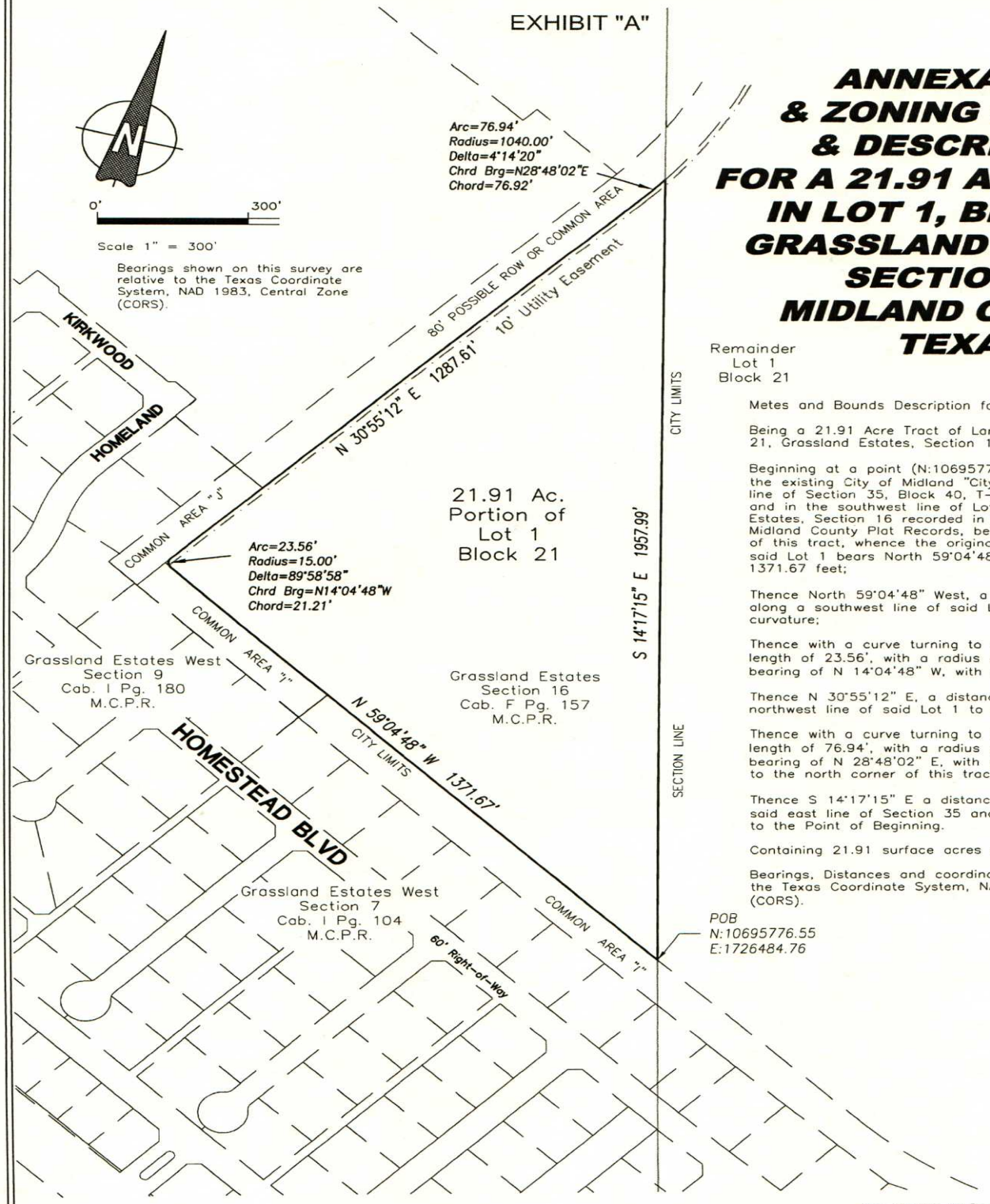
MY COMMISSION EXPIRES
8/22/2024

Notary Public, State of TX

SUZANNE EICHER
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ID # 1025491-2
My Comm. Expires 8-22-2024

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415 W. Wall St., Suite 204 Midland, Texas 79701
P.O. Box 81041 Midland, Texas 79708
432-848-4439
www.asbsurveyors.com

Page 1 of 1
2017-577

SERVICE AGREEMENT

THIS AGREEMENT is made and effective the 10th day of February, 2021, by and between the CITY OF MIDLAND, TEXAS, hereinafter called "CITY," and MIDLAND-ODESSA GOLF CORPORATION, hereinafter referred to as "PETITIONER" whether one or more.

WHEREAS, a petition for annexation of **a 21.91-acre tract of land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas**, said tract being more fully described by metes and bounds therein (the "Area"), has been submitted to CITY by PETITIONER, the owner(s) of the land located in the Area, a copy of which is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, before CITY annexes the Area, CITY and PETITIONER must enter into a written agreement for the provision of services in the Area in accordance with Section 43.0672 of the Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is (1) to list each service CITY will provide in the Area on the effective date of the annexation, (2) to establish a schedule that includes the period within which CITY will provide each service in the Area that is not provided on the effective date of the annexation, and (3) to establish the duty of PETITIONER to pay fees similar to impact fees in the event that CITY has adopted, or adopts in the future, one or more ordinances establishing impact fees. PETITIONER understands and agrees that CITY is not required to provide a service that is not included in this Agreement. PETITIONER further understands and agrees that the execution of this Agreement does not constitute a promise by CITY to annex the Area and that this Agreement is not a permit for purposes of Chapter 245 of the Local Government Code.

ARTICLE II. TERM

The term of this Agreement shall be one year; provided, however, that if CITY annexes the Area within one year from the effective date, the term of this Agreement shall continue until such time when all services described in this Agreement are provided in the Area, and at such time, the Agreement shall terminate and shall be of no further force or effect except for those provisions that expressly survive termination. If CITY does not annex the Area during the term of this Agreement, this Agreement shall terminate and shall be of no further force or effect, and CITY shall have no duty to provide services to the Area.

ARTICLE III. SERVICES TO BE PROVIDED UPON ANNEXATION

CITY will provide the following services in the Area on the date that the ordinance annexing the Area becomes effective:

A. **Engineering:** CITY's Engineering Services Department will maintain streets, drainage facilities, and rights-of-way in accordance with CITY policies, procedures, and ordinances and applicable laws. PETITIONER understands and agrees that PETITIONER may be required to construct public improvements, including but not limited to (i) roadways adjacent to property located in the Area upon platting and (ii) roadway connections to existing facilities in the Area upon issuance of building permits in accordance with applicable laws and ordinances. PETITIONER understands and agrees that the Area will be included in CITY's service area of CITY's drainage utility.

B. **Utilities:** CITY will provide water services and wastewater collection services, upon platting property in the Area, in accordance with the City Code at rates established by ordinances for such services; provided, however, that no such service shall be provided until the public improvements necessary therefor have been constructed and CITY has approved said improvements. PETITIONER understands and agrees that CITY may require PETITIONER to construct such public improvements in accordance with applicable laws and ordinances.

C. **Development:** CITY's Development Services Department will provide planning, land development, land use, building review and inspection, and code enforcement services in accordance with applicable laws, rules, regulations, and ordinances.

D. **Police:** CITY's Police Department will provide emergency and routine call response, traffic enforcement, and law enforcement services in the Area.

E. **Fire:** CITY's Fire Department will provide emergency service for fire protection services and emergency medical services.

F. **Community Services:** CITY's Community Services Department will provide access to services and programs that may be offered by the Health and Senior Services Division, services and programs that may be offered by Animal Services Division, and access to City-owned parks.

G. **Solid Waste:** CITY's Solid Waste Department will provide residential garbage pickup service only. PETITIONER understands and agrees that CITY will not provide garbage pickup services to new commercial developments.

Regarding the services described above, PETITIONER understands and agrees that CITY will provide a level of services that is comparable to the level of services available in other parts of the City of Midland with topography, land use, and population density similar to those reasonably contemplated or projected for the Area. PETITIONER understands and acknowledges that any CITY departments or divisions identified above may change names or be reorganized. Any reference to a specific CITY department or division also includes any subsequent CITY department or division that will provide the same or similar services.

ARTICLE IV. IMPACT FEES

A. **Fees to be assessed and collected.** Except as otherwise described herein, if CITY has adopted, or adopts in the future, one or more ordinances establishing impact fees in accordance with Chapter 395 of the Local Government Code, CITY shall assess and collect fees associated with the development of the Area as described for impact fees in the applicable impact fee ordinance(s) (the "Fees").

B. **Service areas.** For purposes of assessing and collecting Fees for water and wastewater under this Agreement, the Area is deemed to be located within CITY's capital improvements plan service area therefor. For the purpose of assessing and collecting Fees for roadways under this Agreement, the Area is deemed to be located in CITY's capital improvements plan roadway service area(s) immediately adjacent thereto; provided, however, that if the Area is not located immediately adjacent to a roadway service area and is located immediately adjacent to a tract of land that is associated with an agreement regarding fees similar to the Fees in this Agreement, the Area is deemed to be located in the roadway service area(s) specified in such similar agreement associated with the adjacent tract of land.

C. **Capital improvements and facility expansions.** For purposes of this Agreement, a capital improvement or facility expansion that will serve the Area shall be deemed to be included in CITY's capital improvements plan if:

   a. said capital improvement or facility expansion is substantially similar to a type of capital improvement or facility expansion identified in CITY's capital improvements plan; or

   b. said capital improvement or facility expansion is an extension of a capital improvement or facility expansion identified in CITY's capital improvements plan.

D. **Time of assessment.** Fees shall be assessed at the time of recordation of a final plat of any portion of the Area, at the time the Area is annexed, or on the effective date(s) of the applicable impact fee ordinance(s), whichever is later.

E. **Time of collection.** CITY shall collect the Fees from PETITIONER at the time of issuance of a building permit. PETITIONER acknowledges and agrees that no building permit or certificate of occupancy shall be issued until PETITIONER has paid the applicable Fees.

F. **Amendment to land use assumptions, capital improvements plan, or impact fees.** Notwithstanding any provision in this Agreement to the contrary, if CITY amends its land use assumptions, capital improvements plan, or impact fees such that PETITIONER would be required to pay impact fees, CITY shall assess and PETITIONER shall pay the applicable impact fees in accordance with the applicable impact fee ordinance(s), as amended; provided, however, that to the extent CITY assesses applicable Fees for service units under this Agreement, PETITIONER shall pay such Fees in accordance with this Agreement and shall not be required to pay the applicable impact fees for the same service units.

G. **Article to survive termination.** If CITY annexes the Area within one year from the

effective date, the provisions of this Article shall survive termination of this Agreement.

ARTICLE V. GOVERNMENTAL IMMUNITY

By executing this agreement CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE VI. RELEASE

NOTWITHSTANDING ANY OTHER PROVISIONS, PETITIONER HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH PETITIONER HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, CITY'S NEGLIGENCE, OR CLAIMS UNDER CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE VII. ATTORNEYS' FEES

In the event of any conflict between the parties hereto such that either party brings or commences any legal action or proceeding related to this Agreement, including but not limited to any action pursuant to the provisions of the Texas Uniform Declaratory Judgments Act (Tex. Civ. Prac. & Rem. Code §37.001, et seq., as amended), the parties hereto agree to waive any and all rights to recovery of attorneys' fees to which the prevailing party might otherwise be entitled.

BY EXECUTING THIS AGREEMENT, THE PARTIES AGREE TO WAIVE AND DO HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM EITHER PARTY HAS OR MAY HAVE IN THE FUTURE AGAINST THE OTHER PARTY, SPECIFICALLY AND SOLELY REGARDING THE AWARD OF ATTORNEYS' FEES, WHICH ARE IN any WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. THE PARTIES SPECIFICALLY AGREE THAT IF A PARTY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING

RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE PARTY BRINGING THE ACTION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEYS' FEES TO WHICH THE PARTY MIGHT OTHERWISE BE ENTITLED.

THE PARTIES AGREE THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. EACH PARTY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. THE PARTIES FURTHER ACKNOWLEDGE AND AGREE THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND PETITIONER. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT. PETITIONER AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE VIII. GENERAL PROVISIONS

A. **Governing law and venue.** This Agreement shall be governed by the laws of the State of Texas. All performance made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. The provisions of this Article VIII.A. shall survive termination of this Agreement.

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

follows:

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

If to PETITIONER: Midland-Odessa Golf Corporation
P.O. Box 12580
Odessa, TX 79768

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

C. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

D. **Use of language.** Words in the singular shall be held to include the plural, unless the context otherwise requires.

E. **Amendments, modifications, alterations.** No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

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

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

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, PETITIONER'S failure to comply with the requirements herein shall perpetually bar PETITIONER'S claim for damages under Chapter 271 of the Texas Local Government Code and Section 311.034 of the Texas Government Code, regardless of whether CITY has actual or constructive notice or knowledge of said claim or alleged damages. The provisions of this Article VIII.G. shall survive termination of this agreement. **PETITONER AGREES THAT THE REQUIREMENTS OF THIS ENTIRE AGREEMENT ARE REASONABLE.**

H. **Covenants run with the land.** The provisions of this Agreement are covenants that run with the land located in the Area. CITY and PETITIONER agree that this Agreement may be recorded in the deed records of the county in which the Area is located. CITY and PETITIONER acknowledge and agree that this Agreement is binding upon CITY and PETITIONER and their respective successors, executors, heirs, and assigns, as applicable. The provisions of this Article VIII.H. shall survive termination of this Agreement.

EXECUTED the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, Interim City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

PETITIONER:

By: _____

Name: JON CRAIN

Title: PRESIDENT

STATE OF TEXAS §

§

COUNTY OF ECTOR §

BEFORE ME, the undersigned authority, on this 10th day of February, 2021 personally appeared, Jon Crain, an officer of Midland Odessa Golf Corp, 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 10th day of February, 2021.

SUZANNE EICHER
Notary Public
State of Texas
ID # 1025491-2
My Comm. Expires 8-22-2024

Suzanne Eicher

Notary Public, State of Texas

EXHIBIT "A" TO SERVICE AGREEMENT

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract of land described in Exhibit A (the "Property"), said Exhibit being attached hereto and incorporated herein, Midland-Odessa Golf Corporation ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Jon Crain, President

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

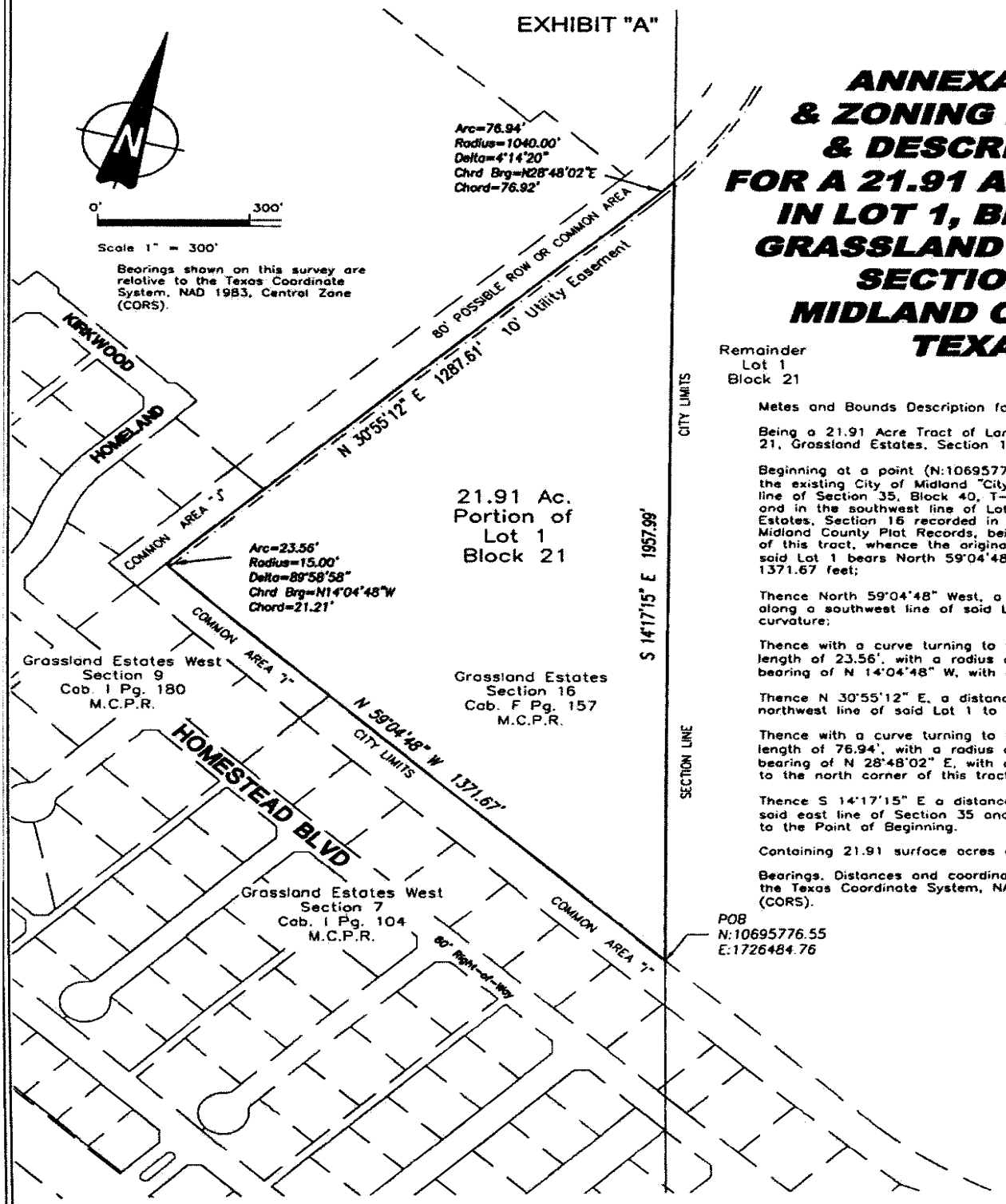
This instrument was acknowledged before me on the 4th day of February, 2021, by Jon Crain in the capacity herein stated.

MY COMMISSION EXPIRES
8/22/2024

Suzanne Eicher
Notary Public, State of TX

SUZANNE EICHER
Notary Public
State of Texas
ID # 1025491-2
My Comm. Expires 8-22-2024

EXHIBIT "A"



ANNEXATION & ZONING EXHIBIT & DESCRIPTION FOR A 21.91 ACRE TRACT IN LOT 1, BLOCK 21, GRASSLAND ESTATES, SECTION 16, MIDLAND COUNTY, TEXAS.

Metes and Bounds Description for Annexation and Zoning:

Being a 21.91 Acre Tract of Land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas.

Beginning at a point (N:10695776.55, E:1726484.76') on the existing City of Midland "City Limits" line, the east line of Section 35, Block 40, T-2-S, T&P RR Co Survey and in the southwest line of Lot 1, Block 21, Grassland Estates, Section 16 recorded in Cabinet F, Page 157, Midland County Plat Records, being the southwest corner of this tract, whence the original most westerly corner of said Lot 1 bears North 59°04'48" West, a distance of 1371.67 feet;

Thence North 59°04'48" West, a distance of 1371.67 feet along a southwest line of said Lot 1 to a point of curvature;

Thence with a curve turning to the right with an arc length of 23.56', with a radius of 15.00', with a chord bearing of N 14°04'48" W, with a chord length of 21.21';

Thence N 30°55'12" E, a distance of 1287.61' along a northwest line of said Lot 1 to a point of curvature;

Thence with a curve turning to the left with an arc length of 76.94', with a radius of 1040.00', with a chord bearing of N 28°48'02" E, with a chord length of 76.92' to the north corner of this tract;

Thence S 14°17'15" E a distance of 1957.99' along a said east line of Section 35 and said "City Limits" line to the Point of Beginning.

Containing 21.91 surface acres of land.

Bearings, Distances and coordinates are GRID, based on the Texas Coordinate System, NAD83, Central Zone (CORS).

POB
N:10695776.55
E:1726484.76

This Exhibit & Description were prepared from record information for a political subdivision (zoning) and do not represent an actual on the ground survey. This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

15 December 2017

STATE OF TEXAS
REGISTERED
AARON SCOTT BURRELL
5689
PROFESSIONAL
LAND SURVEYOR

AARON BURRELL
LAND SURVEYORS, LLC.

Aaron S. Burrell
Registered Professional Land Surveyor
Texas No. 5689

Professional Land Surveying & Mapping
Aaron Burrell Land Surveyors, LLC
TBPLS Firm No. 10194217
415 W. Wall St., Suite 204 Midland, Texas 79701
P.O. Box 81041 Midland, Texas 79708
432-848-4439
www.asbsurveyors.com

PACKET
6.2
July 15, 2021

MIDLAND
Planning Division

Annexation/Initial Zoning

Project Number: A-21-0024

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Midland-Odessa Golf Corp.		Phone (432) 559-2011 Email joncrain.nvgc@gmail.com	
Address 4800 E 42nd Street, Suite 210	City Odessa	State TX	Zip 79762

Property Owner Printed Name: Midland-Odessa Golf Corp.		Phone (432) 559-2011 Email joncrain.nvgc@gmail.com	
Address 4800 E 42nd Street, Suite 210	City Odessa	State TX	Zip 79762

Representative *(if different from Applicant or Property Owner)* Firm: Parkhill Printed Name: Josh Wallender (PSC PROJ # 6086.21)		Phone (432) 697-1447 Email jwallender@parkhill.com	
Address 1700 W. Wall Street, Suite 100	City Midland	State TX	Zip 79701

Street Address: 6101 W Wadley

Legal Description
Lot: 1 Block: 21 Subdivision: Grassland Estates, Section 16

Proposed Zone:
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Would like to annex into the city

Present Use of Property: Golf Course Location

Proposed Use of Property: Golf Course

How would this zone change affect the public health, safety and welfare? No Effect

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Metes and Bounds Description
- Survey Map
- Dimensioned Site Plan (If applicable)
- Digital Copies of Documents(PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature): Jon Crain	Date: 1-19-2021
Applicant (printed): Midland-Odessa Golf Corp - Jon Crain	
Property Owner (signature): Jon Crain	Date: 1-19-2021
Property Owner (printed) : Midland-Odessa Golf Corp - Jon Crain	

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 Josh Wallender who, being by me duly sworn, upon oath says: That (s)he is authorized by Midland-Odessa Golf Corp, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 21 day of January, 2021, to certify which witness my hand and seal of office.

SHERI MULLINS
My Notary ID # 8145198
Expires October 10, 2022

Sheri Mullins

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

- ☑ Property Owner Authorization
- ☑ Application Fee

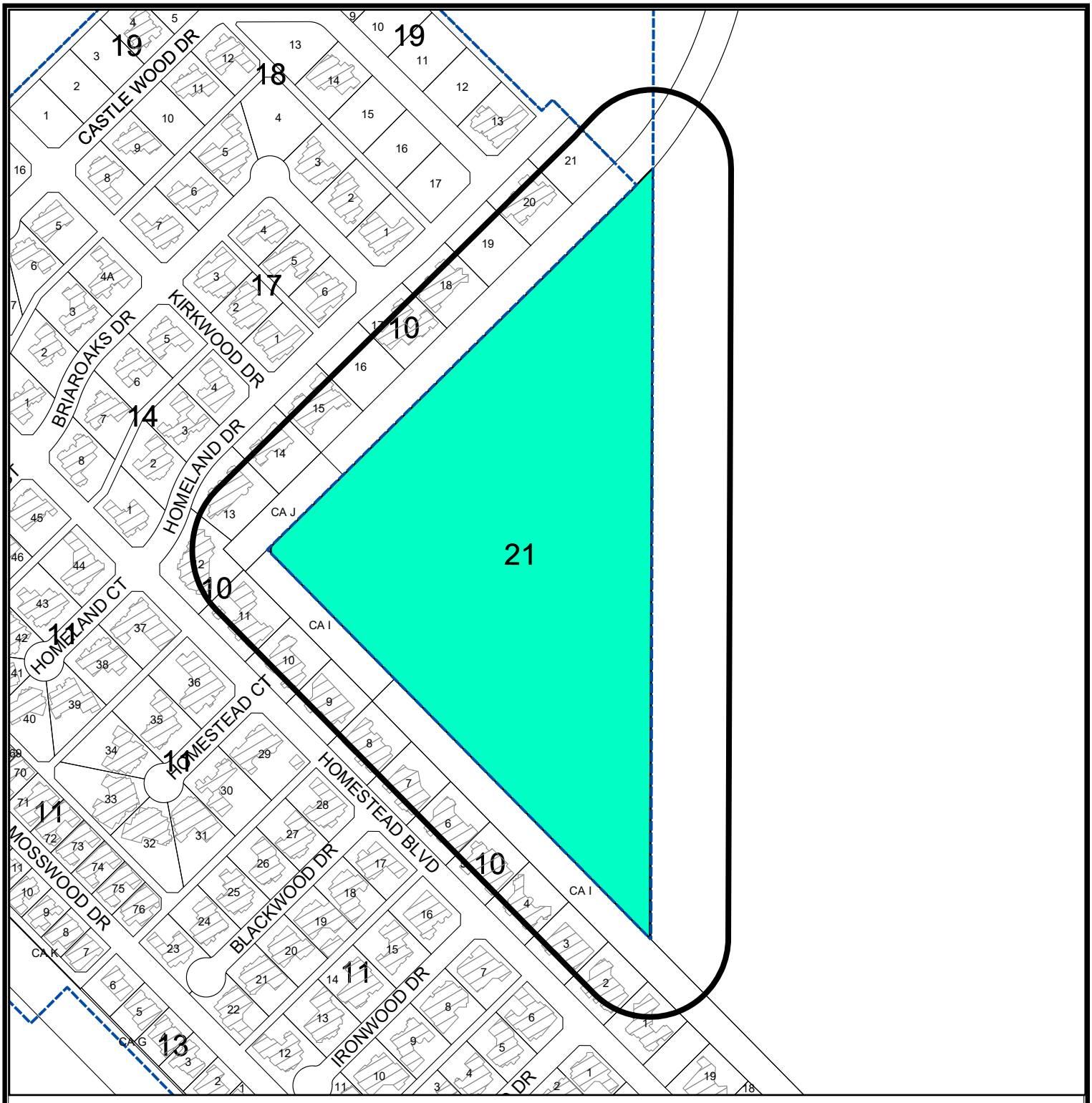
Check # 1489

- ☑ Dimensioned Site Plan
- ☐ Plans in Digital Format (PDF/JPEG)

Received By: V. Shaman

Date: RECEIVED JAN 21 2021 BY: .....

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

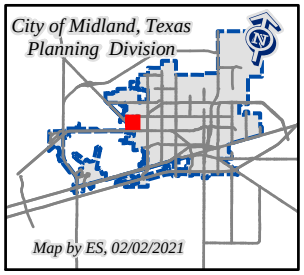
Z-21-0212 **Scale: 1" = 300'**

Consider a request by Midland-Odessa Golf Corp. for the initial zoning of a 21.91-acre tract of land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas.

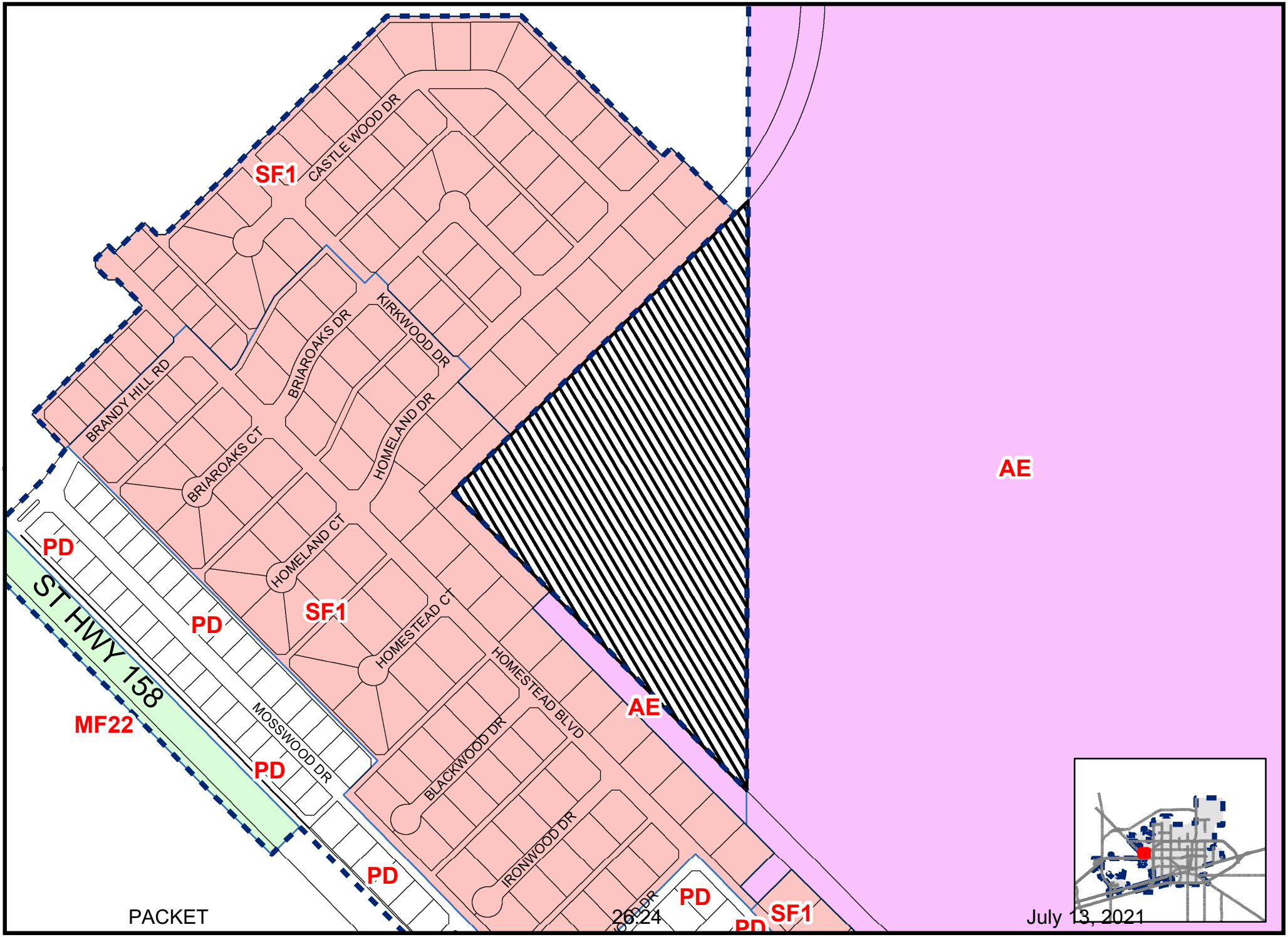
Generally located approximately 266 feet east of Homeland Drive and approximately 258 feet east of Homestead Boulevard. (Extraterritorial Jurisdiction)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



July 13, 2021



Map By COB, 02/23/2021

A-21-0024/Z-21-0212 **Scale: 1" = 400'**

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.

MIDLAND
Planning Divis

Darpan & Bhavika Bhakta
2600 Homeland Dr.

PUBLIC NOTICE

The **Planning and Zoning Commission** of the City of Midland, Texas, will hold a public hearing at **3:30 p.m.** on **Monday, April 5, 2021,** in the Council Chamber, City Hall, 300 N. Loraine, Midland, TX 79701 and via video conference, on a request by **Midland-Odessa Golf Corp** for the **Initial Zoning** of the following described property:

LEGAL DESCRIPTION: A 21.91-acre tract of land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas.

LOCATION: Generally located approximately 266 feet east of Homeland Drive and approximately 258 feet east of Homestead Boulevard. (Extraterritorial Jurisdiction)

PROPOSED ZONING:

From: No Current Zoning
To: AE, Agricultural Estate District

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request ✓ **Comments:** Decrease in value

Required Information:

Property Owner's Signature	Bhavika Bhakta Printed Name	2600 Homeland Dr. Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 23
Date Mailed: March 26, 2021
Case Number: Z-21-0212
Case Name: Midland-Odessa Golf Corp
ES Planner's Initials

for
Cristina Odenborg Burns
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland, at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989. Video Conference information can be found on the City of Midland's website: http://www.midlandtexas.gov/9671/PrimeGov-Meetings

RECEIVED
APR 05 2021
BY:

MIDLAND

Planning Divis

Ankur Bhakta
2708 Homeland Dr.

PUBLIC NOTICE

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I object to this request ____ **Comments:** Decrease Property Valul

Required Information:

Ankur Bhakta — Property Owner's Signature

Ankur Bhakta — Printed Name

2708 Homeland Dr. — Property Address (**No P. O. Boxes**)

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Notices Mailed: 23
Date Mailed: March 26, 2021
Case Number: Z-21-0212
Case Name: Midland-Odessa Golf Corp
ES Planner's Initials

for
Cristina Odenborg Burns
Planning Division Manager
Department of Development Services

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RECEIVED
APR 05 2021

MIDLAND
Planning Divi

HELM JOHN LOY
6508 HOMESTEAD BLVD
MIDLAND TX 79707

PUBLIC NOTICE

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LEGAL DESCRIPTION: A 21.91-acre tract of land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas.

LOCATION: Generally located approximately 266 feet east of Homeland Drive and approximately 258 feet east of Homestead Boulevard. (Extraterritorial Jurisdiction)

PROPOSED ZONING:

From: No Current Zoning
To: AE, Agricultural Estate District

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request ✓ **Comments:** This is part of Mr Crain's objective to sell the land & turn it into a housing development

Required Information:

JOHN LOY HELM
Property Owner's Signature

KIMBERLY A. HELM
Printed Name

6508 Homestead Blvd
Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 23
Date Mailed: March 26, 2021
Case Number: Z-21-0212
Case Name: Midland-Odessa Golf Corp
ES Planner's Initials

for
Cristina Odenborg Burns
Planning Division Manager
Department of Development Services

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RECEIVED
APR 0 1 2021
BY:

MIDLAND
Planning Divis

SMITH KENNETH C
6412 HOMESTEAD BLVD
MIDLAND TX 79707

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I object to this request X **Comments:** MIDLAND-ODESSA GOLF CORP HAS Been denied the SF1 zoning request on this 21.91 acres on 3/1/21, so they decided to try

Required Information:

Property Owner's Signature

Kenneth C. Smith
Printed Name

6412 Homestead Blvd.
Property Address (**No P. O. Boxes**)

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a different strategy. If they get the 21.91 zoned as AE, that would mean they could request the entire golf course be rezoned (21.91 + 200.92) from AE to SF-1, and I think they would have the majority of the perimeter preventing any objections. I ask that P&Z not approve the 21.91 acres to AE before we all know the "master plan", and the outstanding issues are addressed: 1) property value reduction 2) flood plain issues, 3) reduction of "green space in NW midland 4) Crime 5) trash, dirt, noise 5) power/internet needs. Thank you.

MIDLAND
Planning Divis

BURKES JONATHAN CRAIG
6408 HOMESTEAD BLVD
MIDLAND TX 79707

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I object to this request ✓ **Comments:** Will decrease value of our property which was built around golf course

Required Information:

Property Owner's Signature

Jonathan Burkes
Printed Name

6408 Homestead Blvd, Midland TX 79707
Property Address (**No P. O. Boxes**)

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Planning Division Manager
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APR 0 1 2021
BY: .....

MIDLAND
Planning Divi

RECEIVED
APR 0 1 2021
BY: .....

HARDY CORY
6416 HOMESTEAD BLVD
MIDLAND TX 79707

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I object to this request ✓ **Comments:** _____

Required Information:

Property Owner's Signature

Cory Hardy
Printed Name

6416 Homestead
Property Address (**No P. O. Boxes**)

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Notices Mailed: 23
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Planning Division Manager
Department of Development Services

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MIDLAND
Planning Divis

RECEIVED
APR 0 1 2021
BY: .....

COCHRAN PHILLIP D
6504 HOMESTEAD BLVD
MIDLAND TX 79707

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I object to this request ✓ **Comments:** ① will decrease property value ② purposely paid premium + designed house around back view + privacy ③ spent 200K on backyard for view

Required Information:

Property Owner's Signature

Phillip D. Cochran
Printed Name

6504 Homestead Blvd, Midland TX 79707
Property Address (**No P. O. Boxes**)

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VALENCIA NATHAN PRICE &
6600 HOMESTEAD
MIDLAND TX 79707

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I object to this request ✓ **Comments:** _____

Required Information:

Nathan + Deawn Valencia — Property Owner's Signature
Nathan + Deawn Valencia — Printed Name
6600 Homestead Blvd — Property Address (**No P. O. Boxes**)

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MIDLAND
Planning Divi

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BY: .....

ELLIS ZACHARY T
6608 HOMESTEAD BLVD
MIDLAND TX 79707

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I object to this request X **Comments:** _____
Required Information:

Property Owner's Signature

Zachary Ellis
Printed Name

6608 Homestead Blvd.
Property Address (**No P. O. Boxes**)

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MIDLAND
Planning Divi

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BY: .....

JORDAN MATTHEW
2512 HOMELAND DR
MIDLAND TX 79707

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I object to this request V **Comments:** _____

Required Information:

Matthew A. Jordan
Property Owner's Signature

Matthew Jordan
Printed Name

2512 Homeland Dr.
Property Address (**No P. O. Boxes**)

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Planning Division Manager
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MIDLAND
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RECEIVED
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KUMAR MANISH
2608 HOMELAND DR
MIDLAND TX 79707

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I object to this request X **Comments:** _____
Required Information:

Property Owner's Signature

Alka M Kumar
Printed Name

2608 Homeland Drive
Property Address (**No P. O. Boxes**)

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BORRA RAVI
2612 HOMELAND DR
MIDLAND TX 79707

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I object to this request X **Comments:** (1) Property devaluation (2) Invasion of Privacy (3) compromised security (4) Encroachment of green zone. ~~(5) Potential Secur~~

Required Information:

B Ravichandra
Property Owner's Signature

Printed Name
RAVI C BORRA

2612 Homeland Drive
Property Address (**No P. O. Boxes**)
Midland TX 79707

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Planning Divis

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BY: .....

James Eddie
2704 Homeland Dr.
Midland, Tx 79707

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I object to this request. X **Comments:** _____
Required Information

Property Owner's Signature

Eddie James
Printed Name

2704 Homeland Dr.
Property Address (**No P. O. Boxes**)

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MIDLAND
Planning Divis

RECEIVED
APR 0 1 2021
BY:

LOUDER MARSHALL SHANE
6604 HOMESTEAD BLVD
MIDLAND TX 79707

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I object to this request X **Comments:** We purchased a lot w/ golf course - paid more $.

Required Information:

Louder — Property Owner's Signature

Shane Louder — Printed Name

6604 Homestead — Property Address (**No P. O. Boxes**)

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Department of Development Services

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MIDLAND
Planning Divis

GERETY JAMES
6404 HOMESTEAD BLVD
MIDLAND TX 79707

PUBLIC NOTICE

The **Planning and Zoning Commission** of the City of Midland, Texas, will hold a public hearing at **3:30 p.m.** on **Monday, April 5, 2021,** in the Council Chamber, City Hall, 300 N. Loraine, Midland, TX 79701 and via video conference, on a request by **Midland-Odessa Golf Corp** for the **Initial Zoning** of the following described property:

LEGAL DESCRIPTION: A 21.91-acre tract of land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas.

LOCATION: Generally located approximately 266 feet east of Homeland Drive and approximately 258 feet east of Homestead Boulevard. (Extraterritorial Jurisdiction)

PROPOSED ZONING:

From: No Current Zoning
To: AE, Agricultural Estate District

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: THIS ZONING REQUEST WILL ALLOW HOMES TO BE BUILT ON THE GOLF COURSE

Required Information:

Property Owner's Signature

JAMES GERETY
Printed Name

6404 HOMESTEAD
Property Address (No P. O. Boxes)

If any further information is desired, please contact the Planning Division at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 23
Date Mailed: March 26, 2021
Case Number: Z-21-0212
Case Name: Midland-Odessa Golf Corp
ES Planner's Initials

Cristina Odenborg Burns
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland, at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989. Video Conference information can be found on the City of Midland's website: http://www.midlandtexas.gov/9671/PrimeGov-Meetings

RECEIVED
APR 0 1 2021

MIDLAND
Planning Divis

GRASSLANDS ESTATES WEST HOA
[redacted]
[redacted]
MIDLAND TX 79707

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I object to this request X Comments: THE HOA RECOGNIZES THIS AS PRELIMINARY REVIEW TO BUILD HOMES ON NUEVA VISTA GOLF COURSE
Required Information:

JAMES GERETY, PRESIDENT GEW HOA

Property Owner's Signature — Printed Name — Property Address (No P. O. Boxes)

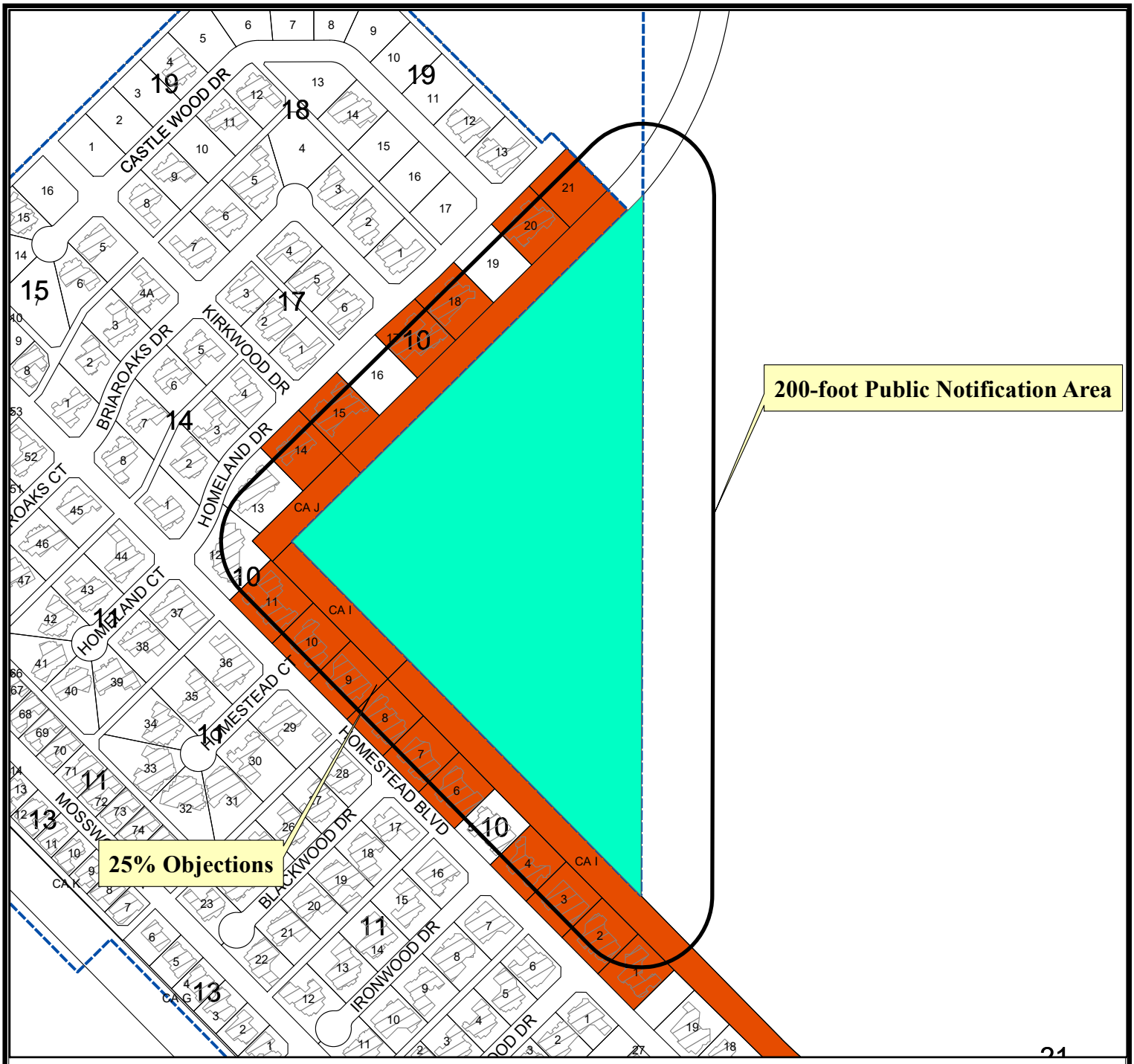
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Notices Mailed: 23
Date Mailed: March 26, 2021
Case Number: Z-21-0212
Case Name: Midland-Odessa Golf Corp
ES Planner's Initials

for
Cristina Odenborg Burns
Planning Division Manager
Department of Development Services

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RECEIVED
APR 0 1 2021
BY:



LOCATION MAP

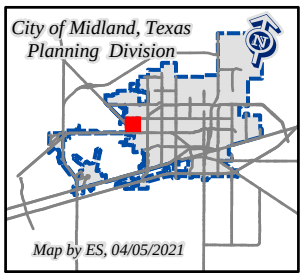
Z-21-0212 **Scale: 1" = 250'**

Consider a request by Midland-Odessa Golf Corp. for the initial zoning of a 21.91-acre tract of land located in Lot 1, Block 21, Grassland Estates, Section 16, City and County of Midland, Texas.

Generally located approximatel 266 feet east of Homeland Drive and approximately 258 feet north of Homestead Boulevard. (Extraterritorial Jurisdiction

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS
- OBJECTIONS



July 13, 2021









City Council Meeting

Item Number: 27

Meeting Date: July 13, 2021

To: City Council / City Manager

From: Elizabeth Shaughnessy, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 1 AND 2, BLOCK 37, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST INDIANA AVENUE AND SOUTH E STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Alamo Heights Homes, LLC is proposing to replat the (2) two lots to correct the internal lot line placement.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Surrounding Zoning and Land Use:

The properties to the north, east, south, and west are zoned MF-16, Multiple-Family Dwelling District, and the location of residences.

Discussion:

The applicant, Alamo Heights Homes, LLC is requesting approval of a zone change for the replat of the (2) two residential lots to correct the internal lot line placement. The current zoning of this property is MF-16, Multiple-Family Dwelling District, which requires a minimum lot area of 2 acres. With this zone change of SF-3 Single Family Dwelling District, the developer will be able to replat the 2 lots with an area of 5,500 +/- square feet each. The corner lot has an approved special exception for the minimum lot depth to be 81.43-feet.

The appropriate setbacks and maximum height of future development must meet the regulations as described in Section 5.04 Residential Zoning District Dimensional Regulations chart.

This proposed zone change has been circulated to and reviewed by respective City departments and their comments, conditions, and requirements are as follows:

Engineering: (Approved)

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Fire: (Approved)

No objections to zone change.

Building: (Approved)

No issues.

Code Compliance: (Approved)

No Oil or Gas issues.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Planning:

This request was recommended for approval at the June 21, 2021 Planning and Zoning Commission meeting.

Staff recommends approval of the zone change from MF-16, Multiple-Family Dwelling to SF-3, Single-Family Dwelling District, subject to condition A.

Conditions:

A. **That the use and development of this property shall conform to the regulations of the SF-3, Single-Family Dwelling District.**

Letters of Objection:

As of July 7, 2021, staff has not received any letters of objection.

Attachments:

Application
Proposed Plat
Maps

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 1 AND 2, BLOCK 37, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST INDIANA AVENUE AND SOUTH E STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lots 1 and 2, Block 37, West End 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-16, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

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

Council members voting "AYE":

Council members voting "NAY":

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

Council members voting "AYE":

Council members voting "NAY":

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

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: 2-21-0237

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Alamo Heights Homes, LLC		Phone (806) 441-6453 Email mdawson@dawsonparrish.com	
Address 309 W 7TH ST STE 915	City Ft Worth	State Tx	Zip 76102
Property Owner Printed Name: Alamo Heights Homes, LLC		Phone (806) 441-6453 Email mdawson@dawsonparrish.com	
Address 309 W 7TH ST STE 915	City Ft Worth	State TX	Zip 76102
Representative *(if different from Applicant or Property Owner)* Firm: Parkhill Job # 1076.21 Printed Name: Josh Wallender		Phone (432) 697-1447 Email jwallender@parkhill.com	
Address 1700 W. Wall Street, Suite 100	City Midland	State Tx	Zip 79701

Street Address: 1205 and 1207 W Indiana Ave

Legal Description
Lot: 1 & 2 Block: 37 Subdivision: West End Addition

Current Zoning: MF16

Proposed Zone: SF3
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Place into a zoning that fits the area.

Present Use of Property: single family house and empty lot

Proposed Use of Property: Residential

How would this zone change affect the public health, safety and welfare? No Change

Describe how conditions affecting the property have changed since present zoning designation: No Changes

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*

Applicant (signature):	Date: 4/28/2021
Applicant (printed): Michael Dawson	
Property Owner (signature):	Date: 4/28/2021
Property Owner (printed) : Alamo Heights Homes, LLC, Michael Dawson, Member	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Josh Wallender who, being by me duly sworn, upon oath says: That (s)he is the owner of — or authorized by Alamo Heights Homes, 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 3 day of May, 2021, to certify which witness my hand and seal of office.

SHERI MULLINS
My Notary ID # 8145198
Expires October 10, 2022

Sheri Mullins

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

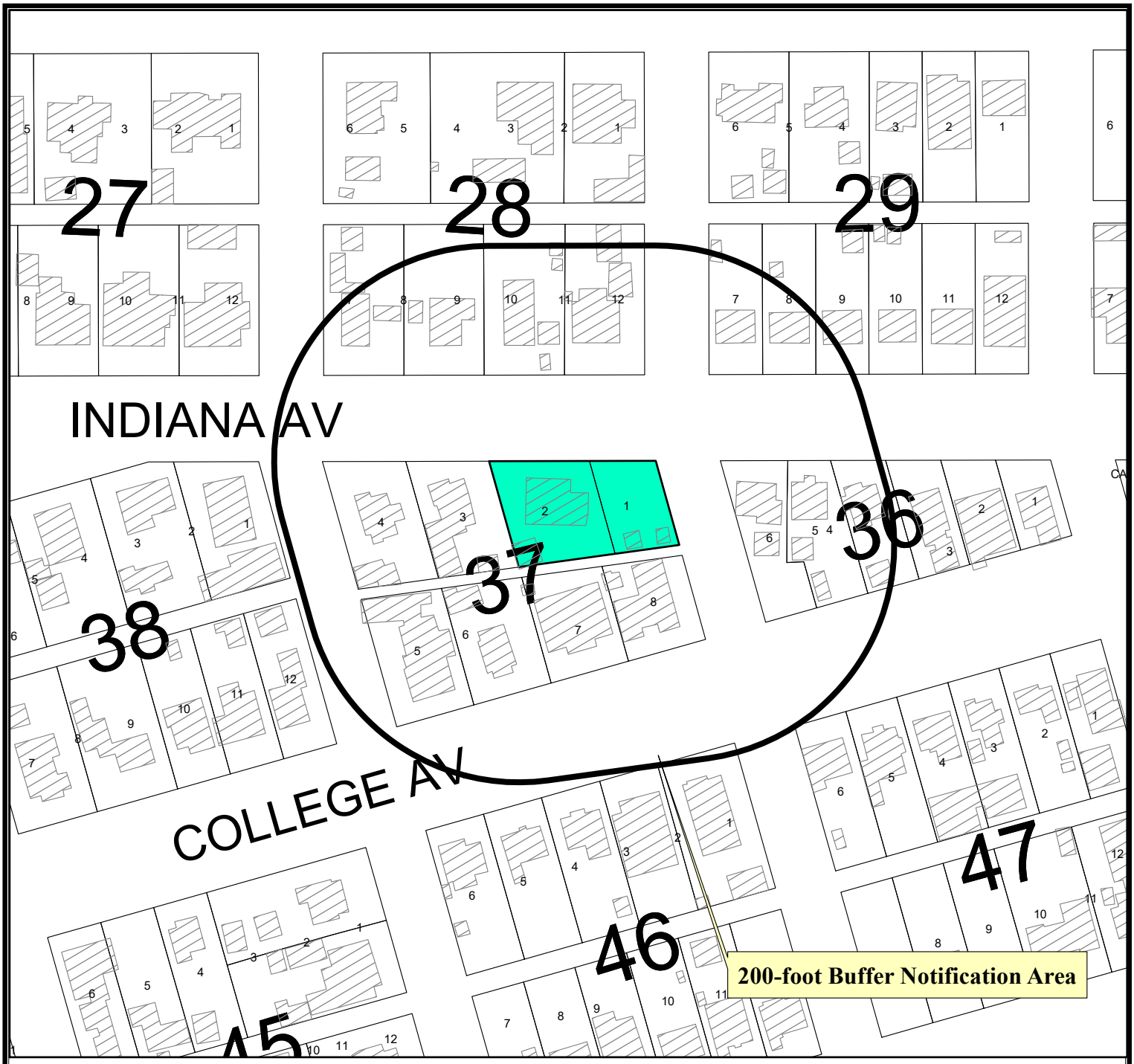
FOR OFFICE USE ONLY

- ☑ Property Owner Authorization
- ☑ Application Fee
- Check # 001500
- ☑ Dimensioned Site Plan
- ☑ Plans in Digital Format (PDF/JPEG)

Received By: Joseph Mayfield

Date: RECEIVED MAY 04 2021 BY: JM

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

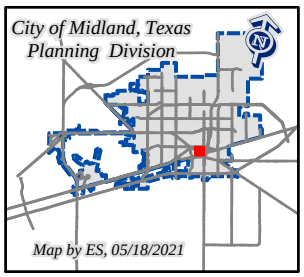
Z-21-0237 **Scale: 1" = 250'**

Consider a request by Alamo Heights Homes, LLC for a zone change from MF-16, Multiple-Family Dwelling District to SF-3, Single Family Dwelling District on Lots 1 & 2, Block 37, West End Addition, City and County of Midland, Texas.

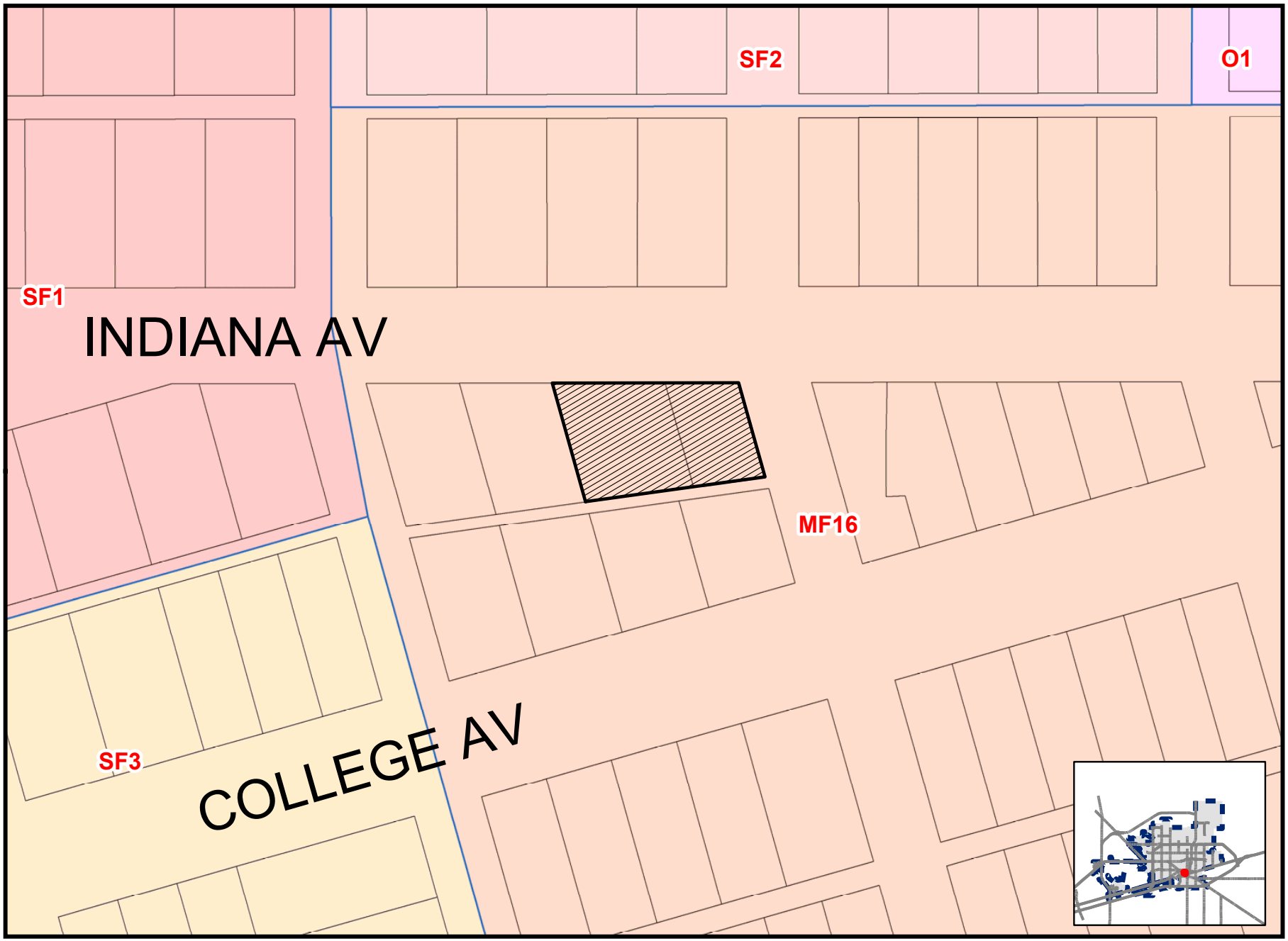
Generally located on the southwest corner of the intersection of West Indiana Avenue and South E Street. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



July 13, 2021



Map By ES, 05/20/2021

Z-21-0053

Scale: 1" = 100'

ZONING MAP

NOR IS IT DESIGNED
INFORMATION CONTAINED
THE USE OF THIS DATA.

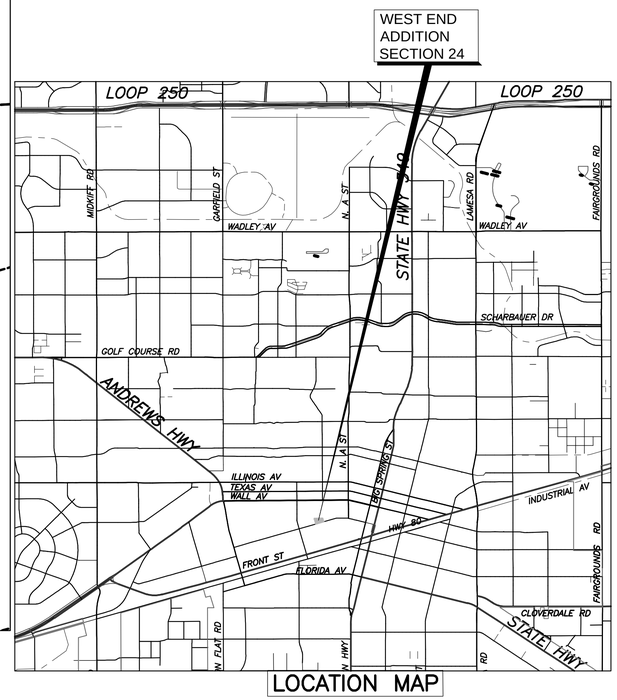
WEST END ADDITION SECTION 24

Being a Replat of Lots 1 and 2, Block 37
West End Addition
City and County of Midland, Texas

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. *1/2" iron rod with plastic cap marked "PSC RPLS 6453" set as indicated on this plat.*
3. *Approval of a site plan by the City of Midland may be required before these lots may be developed or before a building permit may be obtained.*





LOCATION MAP

20' 10' 0 20'
Original Scale: 1"=20'

LEGEND

- PROPOSED PLAT LIMITS
- PROPOSED PLATTED LOT LINES
- EXISTING WATER
- EXISTING SEWER
- EXISTING LOT LINES

OWNER & DEVELOPER:

ALAMO HEIGHTS HOMES, LLC
309 W 7TH ST, STE. 915
FT WORTH, TEXAS 76102

ENGINEER:

PARKHILL
1700 W Wall St., #100
Midland, Texas 79701
432-697-1447

Parkhill
Parkhill.com
TBPELS FIRM REGISTRATION NO. 10194091

A:\2021\10761\2103_GSG\N01_DWG\050_CIVIL\03_PLAT\TMD\02_SKPLU076 SKPL 4-28-2021.dwg, SKPL, 5/3/2021 12:17:26 PM, JWallender









City Council Meeting

Item Number: 28

Meeting Date: July 13, 2021

To: City Council / City Manager

From: Valerie A. Sherman, Senior Planner

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

Purpose:

Consider an ordinance for an annexation of a 131.190-acres tract of land located in Section 35, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas, located on the west side of State Highway 158, approximately 1,001 feet north of State Highway 191.

Recommended City Council Action:

Approve

Fiscal Impact:

Additional land to be developed under City regulations in an expanded growth area.

Discussion:

The applicant, D.R. Horton, Inc., is requesting to annex a 131.190-acres tract of land located in Section 35, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas, to develop a new residential subdivision. The proposed annexation will allow the provision of City services to the property. This is considered a voluntary annexation.

On June 10, 2021, the service agreement between the City and the property was executed. This is the next step in the annexation process.

This project has been circulated to all respective departments for internal review and received no objections.

Engineering: (Approved)

No objections.

Transportation: (Approved)

No additions or changes to site access are approved with annexation review. Driveways or other access points are approved only with construction drawing review.

Access spacing will be required to adhere to the TxDOT Access Management Standards along the state highway.

Depending on the nature and scale of the proposed development, a Traffic Impact Analysis MAY be required prior to approval of construction drawings.

No objection to annexation.

Fire: (Approved)

No objections.

Code Administration: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

Building Code: (Approved)

No objections.

Oil and Gas: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

Planning:

As this proposed development will conform with the Tall City Tomorrow Comprehensive Plan, staff recommends approval of this annexation.

Attachments:

Petition (Exhibit A)
Service Agreement (Exhibit B)
Application
Maps

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 131.190-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF STATE HIGHWAY 158, APPROXIMATELY 1,001 FEET NORTH OF STATE HIGHWAY 191); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, a public hearing before the City Council of the City of Midland, Texas, a home rule municipal corporation, was held in the City Council Chamber on July 13, 2021, during which all interested persons were provided an opportunity to be heard on the proposed annexation of the hereinafter described territory; and

WHEREAS, notice of the public hearing was published on the City of Midland, Texas' Internet website on June 25, 2021, and the notice remained posted until the date of the public hearing; and

WHEREAS, notice of the public hearing was published in a newspaper having general circulation in the City of Midland, Texas, and in the below described territory, on June 25, 2021; and

WHEREAS, all required notices of the proposed annexation and the public hearing were given in accordance with applicable laws; and

WHEREAS, the City of Midland has entered into a written agreement with the owner(s) of the hereinafter described territory for the provision of services in said area;

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

SECTION ONE. That the following described property adjoining the present boundary lines of the City of Midland, Texas, be and the same is hereby annexed to and incorporated within the boundary of the City of Midland, Texas:

Being a 131.190-acre tract of land out of Section 35, Block 40, T-1-S, T&P

RR Co. Survey, Midland County, Texas, and being more fully described by metes and bounds in the petition for annexation attached hereto as Exhibit "A" and incorporated herein by reference for all legal purposes.

SECTION TWO. That this ordinance shall be published in the official newspaper in the City of Midland, Texas, and the same shall not be effective until after the publication thereof.

SECTION THREE. That the City Secretary is hereby authorized and directed to file a certified copy of this ordinance with the County Clerk of Midland County, Texas, for the purpose of recording in the Deed Records of Midland County, Texas.

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

Council members voting "AYE":

Council members voting "NAY":

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

Council members voting "AYE":

Council members voting "NAY":

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

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) A (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, Cumberland Western Resources, LLC ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Signature of Owner or Owner's Authorized Representative

Greg Bettison

Printed Name

Manager

Title

THE STATE OF Florida §
§
COUNTY OF Sarasota §

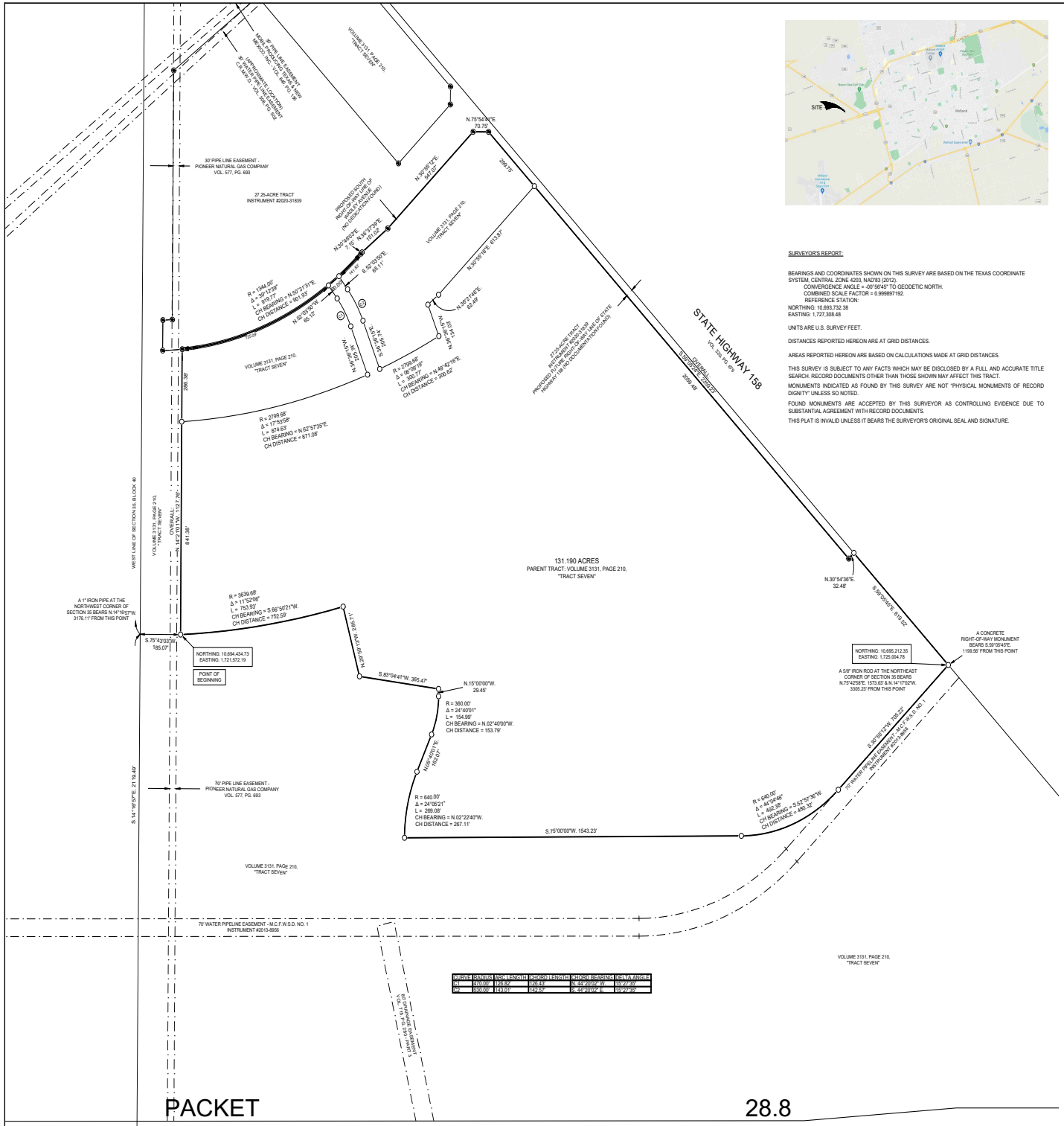
This instrument was acknowledged before me on the 10 day of May, 2021, by Greg Bettison in the capacity herein stated.

MY COMMISSION EXPIRES

Notary Public, State of FL

NOTARY PUBLIC STATE OF FLORIDA

ELISE J. DURANCEAU
Commission # HH 082709
Expires March 8, 2025
Bonded Thru Budget Notary Services



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	470.00'	129.82'	129.43'	S. 44°29'05" W.	15°49'39"
C2	530.00'	146.01'	145.57'	S. 44°29'05" E.	15°47'39"

SURVEYOR'S REPORT:

BEARINGS AND COORDINATES SHOWN ON THIS SURVEY ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83 (2012).
CONVERGENCE ANGLE = -00°56'45" TO GEODETIC NORTH.
COMBINED SCALE FACTOR = 0.999897192.
REFERENCE STATION:
NORTHING: 10,693,732.38
EASTING: 1,727,308.48

UNITS ARE U.S. SURVEY FEET.

DISTANCES REPORTED HEREON ARE AT GRID DISTANCES.

AREAS REPORTED HEREON ARE BASED ON CALCULATIONS MADE AT GRID DISTANCES.

THIS SURVEY IS SUBJECT TO ANY FACTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH. RECORD DOCUMENTS OTHER THAN THOSE SHOWN MAY AFFECT THIS TRACT.

MONUMENTS INDICATED AS FOUND BY THIS SURVEY ARE NOT "PHYSICAL MONUMENTS OF RECORD DIGNITY" UNLESS SO NOTED.

FOUND MONUMENTS ARE ACCEPTED BY THIS SURVEYOR AS CONTROLLING EVIDENCE DUE TO SUBSTANTIAL AGREEMENT WITH RECORD DOCUMENTS.

THIS PLAT IS INVALID UNLESS IT BEARS THE SURVEYOR'S ORIGINAL SEAL AND SIGNATURE.

A PERIMETER SURVEY OF A 131.190-ACRE TRACT IN SECTION 35, BLOCK 40, T-1-S, T. & P. RAILROAD SURVEY,

MIDLAND COUNTY, TEXAS

PARENT TRACT: A 982.1540-ACRE TRACT OF LAND DESCRIBED AS "TRACT SEVEN" IN A WARRANTY DEED RECORDED IN VOLUME 3131, PAGE 210 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS

NORTH

SCALE: 1" = 200'

● = FOUND 5/8" IRON ROD WITH A PLASTIC CAP "KHA"
○ = SET 1/2" IRON ROD WITH CAP "PSC RPLS 6453"

0 200' 400' 600' 800' 1000'

LEGAL DESCRIPTION:

A 131.190-ACRE TRACT OF LAND IN SECTION 35, BLOCK 40, T-1-S, T. & P. RAILROAD SURVEY, ABSTRACT NUMBER 378, MIDLAND COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 982.154-ACRE TRACT OF LAND CONVEYED TO CUMBERLAND AND WESTERN RESOURCES, LLC, DESCRIBED AS "TRACT SEVEN" IN A WARRANTY DEED RECORDED IN VOLUME 3131, PAGE 210 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS, SAID 131.190-ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

(1) THENCE NORTH 14 DEGREES 21 MINUTES 01 SECONDS WEST A DISTANCE OF 1127.76 FEET TO A POINT IN A CURVE IN THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF WADLEY AVENUE, IN THE SOUTH LINE OF A 27.25-ACRE TRACT OF LAND CONVEYED TO CWS ROYALE, SW, L.P., DESCRIBED IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN INSTRUMENT 2020-31839 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS, FOR THE NORTHWEST CORNER OF THIS TRACT, WHENCE A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT THE SOUTHWEST CORNER OF SAID 27.25-ACRE TRACT BEARS SOUTH 72 DEGREES 02 MINUTES 05 SECONDS WEST A CHORD DISTANCE OF 89.32 FEET;

(2) THENCE NORTHEASTERLY, ALONG THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF SAID WADLEY AVENUE AND THE SOUTH LINE OF SAID 27.25-ACRE TRACT, AND A CURVE TO THE LEFT, AN ARC DISTANCE OF 919.77 FEET, SAID CURVE HAVING A RADIUS OF 1344.05 FEET, A DELTA ANGLE OF 39 DEGREES 12 MINUTES 39 SECONDS, A CHORD BEARING OF NORTH 50 DEGREES 31 MINUTES 31 SECONDS EAST, AND A CHORD DISTANCE OF 901.93 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(3) THENCE NORTH 30 DEGREES 46 MINUTES 03 SECONDS EAST, ALONG THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF SAID WADLEY AVENUE AND THE SOUTH LINE OF SAID 27.25-ACRE TRACT, A DISTANCE OF 7.15 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(4) THENCE NORTH 36 DEGREES 37 MINUTES 39 SECONDS EAST, ALONG THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF SAID WADLEY AVENUE AND THE SOUTH LINE OF SAID 27.25-ACRE TRACT, A DISTANCE OF 151.02 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(5) THENCE NORTH 30 DEGREES 55 MINUTES 12 SECONDS EAST, ALONG THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF SAID WADLEY AVENUE AND THE SOUTH LINE OF SAID 27.25-ACRE TRACT, A DISTANCE OF 547.07 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(6) THENCE NORTH 75 DEGREES 54 MINUTES 41 SECONDS EAST, ALONG THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF SAID WADLEY AVENUE AND THE SOUTH LINE OF SAID 27.25-ACRE TRACT, A DISTANCE OF 70.75 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION IN THE PROPOSED OUTHWEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 158 AND THE SOUTHWEST LINE OF SAID 27.25-ACRE TRACT, FOR THE NORTHEAST CORNER OF THIS TRACT;

(7) THENCE SOUTH 59 DEGREES 05 MINUTES 24 SECONDS EAST, ALONG THE PROPOSED SOUTHWEST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 158 AND THE SOUTHWEST LINE OF SAID 27.25-ACRE TRACT, A DISTANCE OF 2359.23 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(8) THENCE NORTH 30 DEGREES 54 MINUTES 36 SECONDS EAST A DISTANCE OF 32.48 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET IN THE EXISTING SOUTHWEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 158, DESCRIBED IN A DEED RECORDED IN VOLUME 329, PAGE 679 OF THE DEED RECORDS OF MIDLAND COUNTY, TEXAS, AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(9) THENCE SOUTH 59 DEGREES 05 MINUTES 45 SECONDS EAST, ALONG THE EXISTING SOUTHWEST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 158, A DISTANCE OF 619.52 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET IN THE NORTHWEST LINE OF A 70-FOOT WIDE WATER PIPELINE EASEMENT CONVEYED TO THE MIDLAND COUNTY FRESH WATER SUPPLY DISTRICT NO. 1, RECORDED IN INSTRUMENT 2013-8956 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF THIS TRACT, SAID POINT HAVING COORDINATES OF NORTHING: 10,695,212.35 AND EASTING: 1,725,004.78, TEXAS COORDINATE SYSTEM, CENTRAL ZONE 4203, NORTH AMERICAN DATUM OF 1983, WHENCE A CONCRETE RIGHT-OF-WAY MONUMENT FOUND IN THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 158 BEARS SOUTH 59 DEGREES 05 MINUTES 45 SECONDS EAST A DISTANCE OF 1199.56 FEET AND A 5/8-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID SECTION 35 BEARS NORTH 75 DEGREES 42 MINUTES 58 SECONDS EAST A DISTANCE OF 1573.63 FEET AND NORTH 14 DEGREES 17 MINUTES 02 SECONDS WEST A DISTANCE OF 3305.23 FEET;

(10) THENCE SOUTH 30 DEGREES 55 MINUTES 12 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID 70-FOOT WIDE WATER PIPELINE EASEMENT, A DISTANCE OF 705.22 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF CURVATURE FOR A CORNER OF THIS TRACT;

(11) THENCE SOUTHWESTERLY, ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 492.38 FEET, SAID CURVE HAVING A RADIUS OF 640.00 FEET, A DELTA ANGLE OF 44 DEGREES 04 MINUTES 48 SECONDS, A CHORD BEARING OF SOUTH 52 DEGREES 57 MINUTES 36 SECONDS WEST, AND A CHORD DISTANCE OF 480.32 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF TANGENCY FOR A CORNER OF THIS TRACT;

(12) THENCE SOUTH 75 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 1543.23 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF INTERSECTION FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THIS TRACT;

(13) THENCE NORTHWESTERLY, ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 269.08 FEET, SAID CURVE HAVING A RADIUS OF 640.00 FEET, A DELTA ANGLE OF 24 DEGREES 05 MINUTES 21 SECONDS, A CHORD BEARING OF NORTH 02 DEGREES 22 MINUTES 40 SECONDS WEST, AND A CHORD DISTANCE OF 267.11 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF TANGENCY FOR A CORNER OF THIS TRACT;

(14) THENCE NORTH 09 DEGREES 40 MINUTES 01 SECONDS EAST A DISTANCE OF 162.07 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF CURVATURE FOR A CORNER OF THIS TRACT;

(15) THENCE NORTHWESTERLY, ALONG A CURVE TO THE LEFT, AN ARC DISTANCE OF 154.99 FEET, SAID CURVE HAVING A RADIUS OF 360.00 FEET, A DELTA ANGLE OF 24 DEGREES 40 MINUTES 01 SECONDS, A CHORD BEARING OF NORTH 02 DEGREES 40 MINUTES 00 SECONDS WEST, AND A CHORD DISTANCE OF 153.79 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF TANGENCY FOR A CORNER OF THIS TRACT;

(16) THENCE NORTH 15 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 29.45 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF INTERSECTION FOR AN ELL CORNER OF THIS TRACT;

(17) THENCE SOUTH 83 DEGREES 04 MINUTES 41 SECONDS WEST A DISTANCE OF 365.47 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(18) THENCE NORTH 29 DEGREES 59 MINUTES 13 SECONDS WEST A DISTANCE OF 285.71 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF INTERSECTION FOR AN ELL CORNER OF THIS TRACT;

(19) THENCE SOUTHWESTERLY, ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 753.93 FEET, SAID CURVE HAVING A RADIUS OF 3639.68 FEET, A DELTA ANGLE OF 11 DEGREES 52 MINUTES 06 SECONDS, A CHORD BEARING OF SOUTH 66 DEGREES 50 MINUTES 21 SECONDS WEST, AND A CHORD DISTANCE OF 752.59 FEET TO THE POINT OF BEGINNING. BEARINGS AND COORDINATES CALLED IN THIS DESCRIPTION ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE 4203, NORTH AMERICAN DATUM OF 1983. CONVERGENCE TO GEODETIC NORTH IS -00 DEGREES 56 MINUTES 45 SECONDS AT A CITY OF MIDLAND MONUMENT WITH COORDINATE VALUES OF NORTHING: 10,693,732.38 AND EASTING: 1,727,308.48, U.S. SURVEY FEET. DISTANCES CALLED IN THIS DESCRIPTION ARE GRID DISTANCES. AREAS REPORTED IN THIS DESCRIPTION ARE BASED ON CALCULATIONS MADE WITH GRID DISTANCES.

THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THE INFORMATION HEREON REPRESENTS THE FINDINGS OF THIS SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SURVEYED: FEBRUARY 05, 2021

SAMUEL WYATT
R.P.L.S. 6453

July 13, 2021

Parkhill
Parkhill.com
TBPELS FIRM REGISTRATION NO. 10194091

A 131.190-ACRE TRACT OF LAND IN SECTION 35, BLOCK 40, T-1-S, T. & P. RR. SURVEY, ABSTRACT NO. 378, MIDLAND COUNTY, TEXAS

A 131.190-acre tract of land in Section 35, Block 40, T-1-S, T. & P. Railroad Survey, Abstract Number 378, Midland County, Texas, being a portion of that certain 982.154-acre tract of land conveyed to Cumberland and Western Resources, LLC, described as "Tract Seven" in a warranty deed recorded in Volume 3131, Page 210 of the Official Public Records of Midland County, Texas, said 131.190-acre tract being further described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set for the most westerly southwest corner of this tract, said beginning point having coordinates of NORTHING: 10,694,434.73 and EASTING: 1,721,572.19, Texas Coordinate System, Central Zone 4203, North American Datum of 1983, whence a 1-inch iron pipe found at the northwest corner of said Section 35 bears *South 75 degrees 43 minutes 03 seconds West* a distance of 185.07 feet and *North 14 degrees 16 minutes 57 seconds West* a distance of 3176.11 feet and the previous location of a 1/2-inch iron rod in a rock mound at the southwest corner of said Section 35 bears *South 75 degrees 43 minutes 03 seconds West* a distance of 185.07 feet and *South 14 degrees 16 minutes 57 seconds East* a distance of 2119.49 feet;

(1) THENCE *North 14 degrees 21 minutes 01 seconds West* a distance of 1127.76 feet to a point in a curve in the proposed southeast right-of-way line of Wadley Avenue, in the south line of a 27.25-acre tract of land conveyed to CWS Royale, SW, L.P., described in a special warranty deed with vendor's lien recorded in Instrument 2020-31839 of the Official Public Records of Midland County, Texas, for the northwest corner of this tract, whence a 5/8-inch iron rod with a plastic cap marked "KHA" found at the southwest corner of said 27.25-acre tract bears *South 72 degrees 02 minutes 05 seconds West* a chord distance of 89.32 feet;

(2) THENCE northeasterly, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, and a curve to the left, an arc distance of 919.77 feet, said curve having a radius of 1344.00 feet, a delta angle of *39 degrees 12 minutes 39 seconds*, a chord bearing of *North 50 degrees 31 minutes 31 seconds East*, and a chord distance of 901.93 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(3) THENCE *North 30 degrees 46 minutes 03 seconds East*, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, a distance of 7.15 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(4) THENCE *North 36 degrees 37 minutes 39 seconds East*, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, a distance of 151.02 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(5) THENCE *North 30 degrees 55 minutes 12 seconds East*, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, a distance of 547.07 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(6) THENCE *North 75 degrees 54 minutes 41 seconds East*, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, a distance of 70.75 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection in the proposed southwest right-of-way line of State Highway 158 and the southwest line of said 27.25-acre tract, for the northeast corner of this tract;

(7) THENCE *South 59 degrees 05 minutes 24 seconds East*, along the proposed southwest right-of-way line of said State Highway 158 and the southwest line of said 27.25-acre tract, a distance of 2359.23 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(8) THENCE *North 30 degrees 54 minutes 36 seconds East* a distance of 32.48 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set in the existing southwest right-of-way line of State Highway 158, described in a deed recorded in Volume 329, Page 679 of the Deed Records of Midland County, Texas, at a point of intersection for a corner of this tract;

(9) THENCE *South 59 degrees 05 minutes 45 seconds East*, along the existing southwest right-of-way line of said State Highway 158, a distance of 619.52 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set in the northwest line of a 70-foot wide water pipeline easement conveyed to the Midland County Fresh Water Supply District No. 1, recorded in Instrument 2013-8956 of the Official Public Records of Midland County, Texas, for the southeast corner of this tract, said point having coordinates of NORTHING: 10,695,212.35 and EASTING: 1,725,004.78, Texas Coordinate System, Central Zone 4203, North American Datum of 1983, whence a concrete right-of-way monument found in the southwest right-of-way line of said State Highway 158 bears *South 59 degrees 05 minutes 45 seconds East* a distance of 1199.56 feet and a 5/8-inch iron rod found at the northeast corner of said Section 35 bears *North 75 degrees 42 minutes 58 seconds East* a distance of 1573.63 feet and *North 14 degrees 17 minutes 02 seconds West* a distance of 3305.23 feet;

(10) THENCE *South 30 degrees 55 minutes 12 seconds West*, along the northwest line of said 70-foot wide water pipeline easement, a distance of 705.22 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of curvature for a corner of this tract;

(11) THENCE southwesterly, along a curve to the right, an arc distance of 492.38 feet, said curve having a radius of 640.00 feet, a delta angle of *44 degrees 04 minutes 48 seconds*, a chord bearing of *South 52 degrees 57 minutes 36 seconds West*, and a chord distance of 480.32 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of tangency for a corner of this tract;

(12) THENCE *South 75 degrees 00 minutes 00 seconds West* a distance of 1543.23 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of intersection for the most southerly southwest corner of this tract;

(13) THENCE northwesterly, along a curve to the right, an arc distance of 269.08 feet, said curve having a radius of 640.00 feet, a delta angle of *24 degrees 05 minutes 21 seconds*, a chord bearing of *North 02 degrees 22 minutes 40 seconds West*, and a chord distance of 267.11 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of tangency for a corner of this tract;

(14) THENCE *North 09 degrees 40 minutes 01 seconds East* a distance of 162.07 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of curvature for a corner of this tract;

(15) THENCE northwesterly, along a curve to the left, an arc distance of 154.99 feet, said curve having a radius of 360.00 feet, a delta angle of *24 degrees 40 minutes 01 seconds*, a chord bearing of *North 02 degrees 40 minutes 00 seconds West*, and a chord distance of 153.79 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of tangency for a corner of this tract;

(16) THENCE *North 15 degrees 00 minutes 00 seconds West*, a distance of 29.45 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of intersection for an ell corner of this tract;

(17) THENCE *South 83 degrees 04 minutes 41 seconds West* a distance of 365.47 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of intersection for a corner of this tract;

(18) THENCE *North 29 degrees 59 minutes 13 seconds West* a distance of 285.71 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of intersection for an ell corner of this tract;

(19) THENCE southwesterly, along a curve to the right, an arc distance of 753.93 feet, said curve having a radius of 3639.68 feet, a delta angle of *11 degrees 52 minutes 06 seconds*, a chord bearing of *South 66 degrees 50 minutes 21 seconds West*, and a chord distance of 752.59 feet to the **POINT OF BEGINNING**. Bearings and coordinates called in this description are based on the Texas Coordinate System, Central Zone 4203, North American Datum of 1983. Convergence to geodetic north is *-00 degrees 56 minutes 45 seconds* at a City of Midland Monument with coordinate values of NORTHING: 10,693,732.38 and EASTING: 1,727,308.48, U.S. Survey Feet. Distances called in this description are grid distances. Areas reported in this description are based on calculations made with grid distances.

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) 'A' (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, Cumberland Western Resources, LLC ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Signature of Owner or Owner's Authorized Representative

GREG BEITERION

Printed Name

MANAGER

Title

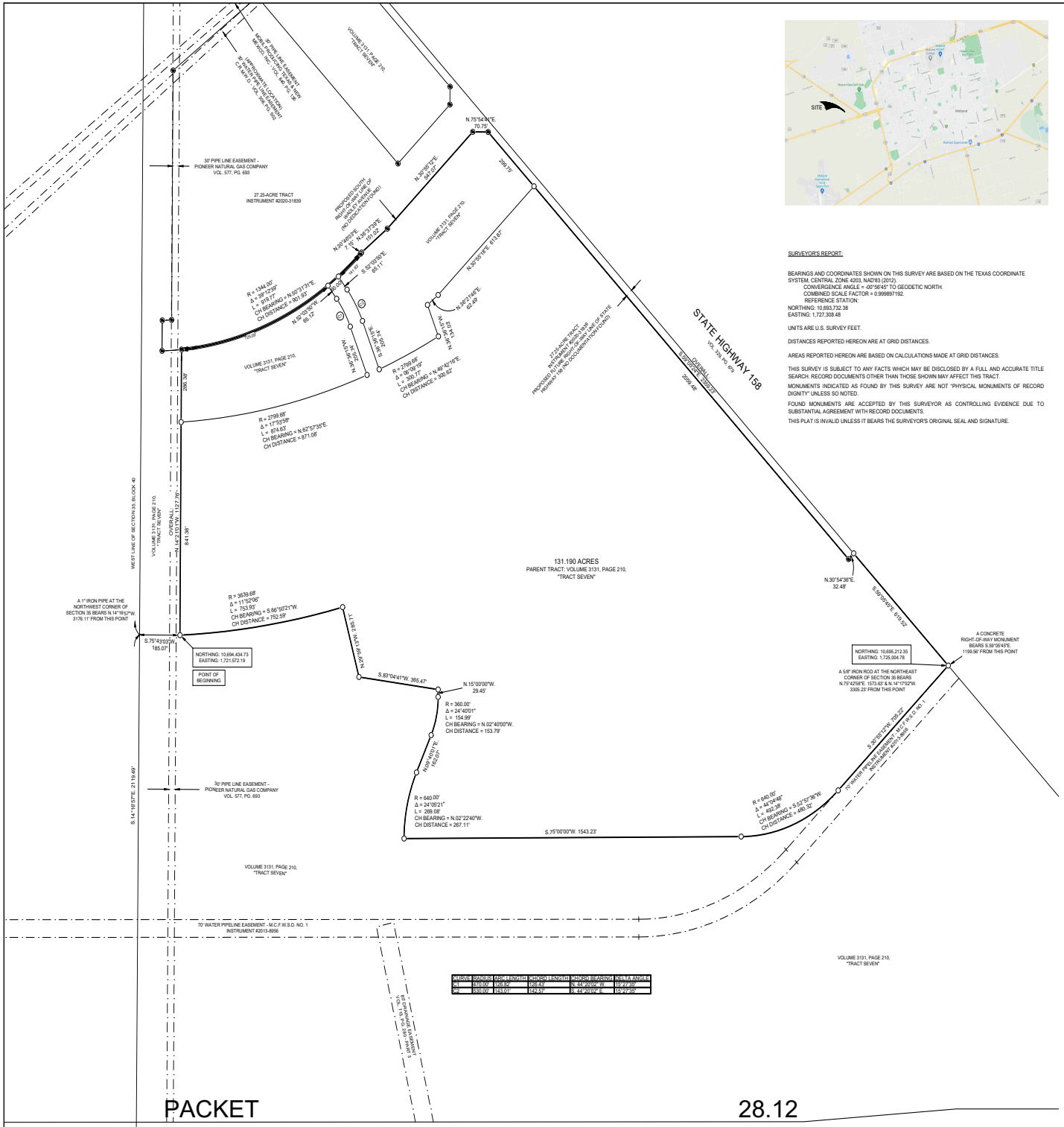
THE STATE OF FLORIDA §
§
COUNTY OF SARASOTA §

This instrument was acknowledged before me on the 10 day of May, 2021, by GREG BEITERION in the capacity herein stated.

MY COMMISSION EXPIRES

Notary Public, State of FL

ELISE J. DURANCEAU
Commission # HH 082709
Expires March 8, 2025
Bonded Thru Budget Notary Services



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	470.00'	129.82'	129.43'	S. 44°29'05" W.	15°49'39"
C2	530.00'	146.01'	145.57'	S. 44°29'05" E.	15°47'39"

SURVEYOR'S REPORT:

BEARINGS AND COORDINATES SHOWN ON THIS SURVEY ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83 (2012).
CONVERGENCE ANGLE = -00°56'45" TO GEODETIC NORTH.
COMBINED SCALE FACTOR = 0.999897192.
REFERENCE STATION:
NORTHING: 10,693,732.38
EASTING: 1,727,308.48

UNITS ARE U.S. SURVEY FEET.

DISTANCES REPORTED HEREON ARE AT GRID DISTANCES.

AREAS REPORTED HEREON ARE BASED ON CALCULATIONS MADE AT GRID DISTANCES.

THIS SURVEY IS SUBJECT TO ANY FACTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH. RECORD DOCUMENTS OTHER THAN THOSE SHOWN MAY AFFECT THIS TRACT.

MONUMENTS INDICATED AS FOUND BY THIS SURVEY ARE NOT "PHYSICAL MONUMENTS OF RECORD DIGNITY" UNLESS SO NOTED.

FOUND MONUMENTS ARE ACCEPTED BY THIS SURVEYOR AS CONTROLLING EVIDENCE DUE TO SUBSTANTIAL AGREEMENT WITH RECORD DOCUMENTS.

THIS PLAT IS INVALID UNLESS IT BEARS THE SURVEYOR'S ORIGINAL SEAL AND SIGNATURE.

A PERIMETER SURVEY OF A 131.190-ACRE TRACT IN SECTION 35, BLOCK 40, T-1-S, T. & P. RAILROAD SURVEY,

MIDLAND COUNTY, TEXAS

PARENT TRACT: A 982.1540-ACRE TRACT OF LAND DESCRIBED AS "TRACT SEVEN" IN A WARRANTY DEED RECORDED IN VOLUME 3131, PAGE 210 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS

NORTH

SCALE: 1" = 200'

● = FOUND 5/8" IRON ROD WITH A PLASTIC CAP "KHA"
○ = SET 1/2" IRON ROD WITH CAP "PSC RPLS 6453"

0 200' 400' 600' 800' 1000'

LEGAL DESCRIPTION:

A 131.190-ACRE TRACT OF LAND IN SECTION 35, BLOCK 40, T-1-S, T. & P. RAILROAD SURVEY, ABSTRACT NUMBER 378, MIDLAND COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 982.154-ACRE TRACT OF LAND CONVEYED TO CUMBERLAND AND WESTERN RESOURCES, LLC, DESCRIBED AS "TRACT SEVEN" IN A WARRANTY DEED RECORDED IN VOLUME 3131, PAGE 210 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS, SAID 131.190-ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

(1) THENCE NORTH 14 DEGREES 21 MINUTES 01 SECONDS WEST A DISTANCE OF 1127.76 FEET TO A POINT IN A CURVE IN THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF WADLEY AVENUE, IN THE SOUTH LINE OF A 27.25-ACRE TRACT OF LAND CONVEYED TO CWS ROYALE, SW, L.P., DESCRIBED IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN INSTRUMENT 2020-31839 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS, FOR THE NORTHWEST CORNER OF THIS TRACT, WHENCE A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT THE SOUTHWEST CORNER OF SAID 27.25-ACRE TRACT BEARS SOUTH 72 DEGREES 02 MINUTES 05 SECONDS WEST A CHORD DISTANCE OF 89.32 FEET;

(2) THENCE NORTHEASTERLY, ALONG THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF SAID WADLEY AVENUE AND THE SOUTH LINE OF SAID 27.25-ACRE TRACT, AND A CURVE TO THE LEFT, AN ARC DISTANCE OF 919.77 FEET, SAID CURVE HAVING A RADIUS OF 1344.05 FEET, A DELTA ANGLE OF 39 DEGREES 12 MINUTES 39 SECONDS, A CHORD BEARING OF NORTH 50 DEGREES 31 MINUTES 31 SECONDS EAST, AND A CHORD DISTANCE OF 901.93 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(3) THENCE NORTH 30 DEGREES 46 MINUTES 03 SECONDS EAST, ALONG THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF SAID WADLEY AVENUE AND THE SOUTH LINE OF SAID 27.25-ACRE TRACT, A DISTANCE OF 7.15 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(4) THENCE NORTH 36 DEGREES 37 MINUTES 39 SECONDS EAST, ALONG THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF SAID WADLEY AVENUE AND THE SOUTH LINE OF SAID 27.25-ACRE TRACT, A DISTANCE OF 151.02 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(5) THENCE NORTH 30 DEGREES 55 MINUTES 12 SECONDS EAST, ALONG THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF SAID WADLEY AVENUE AND THE SOUTH LINE OF SAID 27.25-ACRE TRACT, A DISTANCE OF 547.07 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(6) THENCE NORTH 75 DEGREES 54 MINUTES 41 SECONDS EAST, ALONG THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF SAID WADLEY AVENUE AND THE SOUTH LINE OF SAID 27.25-ACRE TRACT, A DISTANCE OF 70.75 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION IN THE PROPOSED OUTHWEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 158 AND THE SOUTHWEST LINE OF SAID 27.25-ACRE TRACT, FOR THE NORTHEAST CORNER OF THIS TRACT;

(7) THENCE SOUTH 59 DEGREES 05 MINUTES 24 SECONDS EAST, ALONG THE PROPOSED SOUTHWEST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 158 AND THE SOUTHWEST LINE OF SAID 27.25-ACRE TRACT, A DISTANCE OF 2359.23 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(8) THENCE NORTH 30 DEGREES 54 MINUTES 36 SECONDS EAST A DISTANCE OF 32.48 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET IN THE EXISTING SOUTHWEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 158, DESCRIBED IN A DEED RECORDED IN VOLUME 329, PAGE 679 OF THE DEED RECORDS OF MIDLAND COUNTY, TEXAS, AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(9) THENCE SOUTH 59 DEGREES 05 MINUTES 45 SECONDS EAST, ALONG THE EXISTING SOUTHWEST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 158, A DISTANCE OF 619.52 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET IN THE NORTHWEST LINE OF A 70-FOOT WIDE WATER PIPELINE EASEMENT CONVEYED TO THE MIDLAND COUNTY FRESH WATER SUPPLY DISTRICT NO. 1, RECORDED IN INSTRUMENT 2013-8956 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF THIS TRACT, SAID POINT HAVING COORDINATES OF NORTHING: 10,695,212.35 AND EASTING: 1,725,004.78, TEXAS COORDINATE SYSTEM, CENTRAL ZONE 4203, NORTH AMERICAN DATUM OF 1983, WHENCE A CONCRETE RIGHT-OF-WAY MONUMENT FOUND IN THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 158 BEARS SOUTH 59 DEGREES 05 MINUTES 45 SECONDS EAST A DISTANCE OF 1199.56 FEET AND A 5/8-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID SECTION 35 BEARS NORTH 75 DEGREES 42 MINUTES 58 SECONDS EAST A DISTANCE OF 1573.63 FEET AND NORTH 14 DEGREES 17 MINUTES 02 SECONDS WEST A DISTANCE OF 3305.23 FEET;

(10) THENCE SOUTH 30 DEGREES 55 MINUTES 12 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID 70-FOOT WIDE WATER PIPELINE EASEMENT, A DISTANCE OF 705.22 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF CURVATURE FOR A CORNER OF THIS TRACT;

(11) THENCE SOUTHWESTERLY, ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 492.38 FEET, SAID CURVE HAVING A RADIUS OF 640.00 FEET, A DELTA ANGLE OF 44 DEGREES 04 MINUTES 48 SECONDS, A CHORD BEARING OF SOUTH 52 DEGREES 57 MINUTES 36 SECONDS WEST, AND A CHORD DISTANCE OF 480.32 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF TANGENCY FOR A CORNER OF THIS TRACT;

(12) THENCE SOUTH 75 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 1543.23 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF INTERSECTION FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THIS TRACT;

(13) THENCE NORTHWESTERLY, ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 269.08 FEET, SAID CURVE HAVING A RADIUS OF 640.00 FEET, A DELTA ANGLE OF 24 DEGREES 05 MINUTES 21 SECONDS, A CHORD BEARING OF NORTH 02 DEGREES 22 MINUTES 40 SECONDS WEST, AND A CHORD DISTANCE OF 267.11 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF TANGENCY FOR A CORNER OF THIS TRACT;

(14) THENCE NORTH 09 DEGREES 40 MINUTES 01 SECONDS EAST A DISTANCE OF 162.07 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF CURVATURE FOR A CORNER OF THIS TRACT;

(15) THENCE NORTHWESTERLY, ALONG A CURVE TO THE LEFT, AN ARC DISTANCE OF 154.99 FEET, SAID CURVE HAVING A RADIUS OF 360.00 FEET, A DELTA ANGLE OF 24 DEGREES 40 MINUTES 01 SECONDS, A CHORD BEARING OF NORTH 02 DEGREES 40 MINUTES 00 SECONDS WEST, AND A CHORD DISTANCE OF 153.79 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF TANGENCY FOR A CORNER OF THIS TRACT;

(16) THENCE NORTH 15 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 29.45 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF INTERSECTION FOR AN ELL CORNER OF THIS TRACT;

(17) THENCE SOUTH 83 DEGREES 04 MINUTES 41 SECONDS WEST A DISTANCE OF 365.47 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(18) THENCE NORTH 29 DEGREES 59 MINUTES 13 SECONDS WEST A DISTANCE OF 285.71 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF INTERSECTION FOR AN ELL CORNER OF THIS TRACT;

(19) THENCE SOUTHWESTERLY, ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 753.93 FEET, SAID CURVE HAVING A RADIUS OF 3639.68 FEET, A DELTA ANGLE OF 11 DEGREES 52 MINUTES 06 SECONDS, A CHORD BEARING OF SOUTH 66 DEGREES 50 MINUTES 21 SECONDS WEST, AND A CHORD DISTANCE OF 752.59 FEET TO THE POINT OF BEGINNING. BEARINGS AND COORDINATES CALLED IN THIS DESCRIPTION ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE 4203, NORTH AMERICAN DATUM OF 1983. CONVERGENCE TO GEODETIC NORTH IS -00 DEGREES 56 MINUTES 45 SECONDS AT A CITY OF MIDLAND MONUMENT WITH COORDINATE VALUES OF NORTHING: 10,693,732.38 AND EASTING: 1,727,308.48, U.S. SURVEY FEET. DISTANCES CALLED IN THIS DESCRIPTION ARE GRID DISTANCES. AREAS REPORTED IN THIS DESCRIPTION ARE BASED ON CALCULATIONS MADE WITH GRID DISTANCES.

THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THE INFORMATION HEREON REPRESENTS THE FINDINGS OF THIS SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SURVEYED: FEBRUARY 05, 2021

SAMUEL WYATT
R.P.L.S. 6453

July 13, 2021

Parkhill
Parkhill.com
TBPELS FIRM REGISTRATION NO. 10194091

PACKET 28.12

Parkhill

A 131.190-ACRE TRACT OF LAND IN SECTION 35, BLOCK 40, T-1-S, T. & P. RR. SURVEY, ABSTRACT NO. 378, MIDLAND COUNTY, TEXAS

A 131.190-acre tract of land in Section 35, Block 40, T-1-S, T. & P. Railroad Survey, Abstract Number 378, Midland County, Texas, being a portion of that certain 982.154-acre tract of land conveyed to Cumberland and Western Resources, LLC, described as "Tract Seven" in a warranty deed recorded in Volume 3131, Page 210 of the Official Public Records of Midland County, Texas, said 131.190-acre tract being further described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set for the most westerly southwest corner of this tract, said beginning point having coordinates of NORTHING: 10,694,434.73 and EASTING: 1,721,572.19, Texas Coordinate System, Central Zone 4203, North American Datum of 1983, whence a 1-inch iron pipe found at the northwest corner of said Section 35 bears *South 75 degrees 43 minutes 03 seconds West* a distance of 185.07 feet and *North 14 degrees 16 minutes 57 seconds West* a distance of 3176.11 feet and the previous location of a 1/2-inch iron rod in a rock mound at the southwest corner of said Section 35 bears *South 75 degrees 43 minutes 03 seconds West* a distance of 185.07 feet and *South 14 degrees 16 minutes 57 seconds East* a distance of 2119.49 feet;

(1) THENCE *North 14 degrees 21 minutes 01 seconds West* a distance of 1127.76 feet to a point in a curve in the proposed southeast right-of-way line of Wadley Avenue, in the south line of a 27.25-acre tract of land conveyed to CWS Royale, SW, L.P., described in a special warranty deed with vendor's lien recorded in Instrument 2020-31839 of the Official Public Records of Midland County, Texas, for the northwest corner of this tract, whence a 5/8-inch iron rod with a plastic cap marked "KHA" found at the southwest corner of said 27.25-acre tract bears *South 72 degrees 02 minutes 05 seconds West* a chord distance of 89.32 feet;

(2) THENCE northeasterly, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, and a curve to the left, an arc distance of 919.77 feet, said curve having a radius of 1344.00 feet, a delta angle of *39 degrees 12 minutes 39 seconds*, a chord bearing of *North 50 degrees 31 minutes 31 seconds East*, and a chord distance of 901.93 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(3) THENCE *North 30 degrees 46 minutes 03 seconds East*, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, a distance of 7.15 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(4) THENCE *North 36 degrees 37 minutes 39 seconds East*, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, a distance of 151.02 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(5) THENCE *North 30 degrees 55 minutes 12 seconds East*, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, a distance of 547.07 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(6) THENCE *North 75 degrees 54 minutes 41 seconds East*, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, a distance of 70.75 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection in the proposed southwest right-of-way line of State Highway 158 and the southwest line of said 27.25-acre tract, for the northeast corner of this tract;

(7) THENCE *South 59 degrees 05 minutes 24 seconds East*, along the proposed southwest right-of-way line of said State Highway 158 and the southwest line of said 27.25-acre tract, a distance of 2359.23 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(8) THENCE *North 30 degrees 54 minutes 36 seconds East* a distance of 32.48 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set in the existing southwest right-of-way line of State Highway 158, described in a deed recorded in Volume 329, Page 679 of the Deed Records of Midland County, Texas, at a point of intersection for a corner of this tract;

(9) THENCE *South 59 degrees 05 minutes 45 seconds East*, along the existing southwest right-of-way line of said State Highway 158, a distance of 619.52 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set in the northwest line of a 70-foot wide water pipeline easement conveyed to the Midland County Fresh Water Supply District No. 1, recorded in Instrument 2013-8956 of the Official Public Records of Midland County, Texas, for the southeast corner of this tract, said point having coordinates of NORTHING: 10,695,212.35 and EASTING: 1,725,004.78, Texas Coordinate System, Central Zone 4203, North American Datum of 1983, whence a concrete right-of-way monument found in the southwest right-of-way line of said State Highway 158 bears *South 59 degrees 05 minutes 45 seconds East* a distance of 1199.56 feet and a 5/8-inch iron rod found at the northeast corner of said Section 35 bears *North 75 degrees 42 minutes 58 seconds East* a distance of 1573.63 feet and *North 14 degrees 17 minutes 02 seconds West* a distance of 3305.23 feet;

(10) THENCE *South 30 degrees 55 minutes 12 seconds West*, along the northwest line of said 70-foot wide water pipeline easement, a distance of 705.22 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of curvature for a corner of this tract;

(11) THENCE southwesterly, along a curve to the right, an arc distance of 492.38 feet, said curve having a radius of 640.00 feet, a delta angle of *44 degrees 04 minutes 48 seconds*, a chord bearing of *South 52 degrees 57 minutes 36 seconds West*, and a chord distance of 480.32 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of tangency for a corner of this tract;

(12) THENCE *South 75 degrees 00 minutes 00 seconds West* a distance of 1543.23 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of intersection for the most southerly southwest corner of this tract;

(13) THENCE northwesterly, along a curve to the right, an arc distance of 269.08 feet, said curve having a radius of 640.00 feet, a delta angle of *24 degrees 05 minutes 21 seconds*, a chord bearing of *North 02 degrees 22 minutes 40 seconds West*, and a chord distance of 267.11 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of tangency for a corner of this tract;

(14) THENCE *North 09 degrees 40 minutes 01 seconds East* a distance of 162.07 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of curvature for a corner of this tract;

(15) THENCE northwesterly, along a curve to the left, an arc distance of 154.99 feet, said curve having a radius of 360.00 feet, a delta angle of *24 degrees 40 minutes 01 seconds*, a chord bearing of *North 02 degrees 40 minutes 00 seconds West*, and a chord distance of 153.79 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of tangency for a corner of this tract;

(16) THENCE *North 15 degrees 00 minutes 00 seconds West*, a distance of 29.45 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of intersection for an ell corner of this tract;

(17) THENCE *South 83 degrees 04 minutes 41 seconds West* a distance of 365.47 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of intersection for a corner of this tract;

(18) THENCE *North 29 degrees 59 minutes 13 seconds West* a distance of 285.71 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of intersection for an ell corner of this tract;

(19) THENCE southwesterly, along a curve to the right, an arc distance of 753.93 feet, said curve having a radius of 3639.68 feet, a delta angle of *11 degrees 52 minutes 06 seconds*, a chord bearing of *South 66 degrees 50 minutes 21 seconds West*, and a chord distance of 752.59 feet to the **POINT OF BEGINNING**. Bearings and coordinates called in this description are based on the Texas Coordinate System, Central Zone 4203, North American Datum of 1983. Convergence to geodetic north is *-00 degrees 56 minutes 45 seconds* at a City of Midland Monument with coordinate values of NORTHING: 10,693,732.38 and EASTING: 1,727,308.48, U.S. Survey Feet. Distances called in this description are grid distances. Areas reported in this description are based on calculations made with grid distances.

SERVICE AGREEMENT

THIS AGREEMENT is made and effective the 10th day of June 2021, by and between the CITY OF MIDLAND, TEXAS, hereinafter called "CITY," and CUMBERLAND & WESTERN RESOURCES, LLC, hereinafter referred to as "PETITIONER" whether one or more. **WHEREAS,** a petition for annexation of a **131.190-acres tract of land, located in Section 35, Block 40, T-1-S, T&P Railroad Company Survey, Midland County, Texas**, said tract being more fully described by metes and bounds therein (the "Area"), has been submitted to CITY by PETITIONER, the owner(s) of the land located in the Area, a copy of which is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, before CITY annexes the Area, CITY and PETITIONER must enter into a written agreement for the provision of services in the Area in accordance with Section 43.0672 of the Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is (1) to list each service CITY will provide in the Area on the effective date of the annexation, (2) to establish a schedule that includes the period within which CITY will provide each service in the Area that is not provided on the effective date of the annexation, and (3) to establish the duty of PETITIONER to pay fees similar to impact fees in the event that CITY has adopted, or adopts in the future, one or more ordinances establishing impact fees. PETITIONER understands and agrees that CITY is not required to provide a service that is not included in this Agreement. PETITIONER further understands and agrees that the execution of this Agreement does not constitute a promise by CITY to annex the Area and that this Agreement is not a permit for purposes of Chapter 245 of the Local Government Code.

ARTICLE II. TERM

The term of this Agreement shall be one year; provided, however, that if CITY annexes the Area within one year from the effective date, the term of this Agreement shall continue until such time when all services described in this Agreement are provided in the Area, and at such time, the Agreement shall terminate and shall be of no further force or effect except for those provisions that expressly survive termination. If CITY does not annex the Area during the term of this Agreement, this Agreement shall terminate and shall be of no further force or effect, and CITY shall have no duty to provide services to the Area.

ARTICLE III. SERVICES TO BE PROVIDED UPON ANNEXATION

CITY will provide the following services in the Area on the date that the ordinance annexing the Area becomes effective:

A. **Engineering:** CITY's Engineering Services Department will maintain streets, drainage facilities, and rights-of-way in accordance with CITY policies, procedures, and ordinances and applicable laws. PETITIONER understands and agrees that PETITIONER may be required to construct public improvements, including but not limited to (i) roadways adjacent to property located in the Area upon platting and (ii) roadway connections to existing facilities in the Area upon issuance of building permits in accordance with applicable laws and ordinances. PETITIONER understands and agrees that the Area will be included in CITY's service area of CITY's drainage utility.

B. **Utilities:** CITY will provide water services and wastewater collection services, upon platting property in the Area, in accordance with the City Code at rates established by ordinances for such services; provided, however, that no such service shall be provided until the public improvements necessary therefor have been constructed and CITY has approved said improvements. PETITIONER understands and agrees that CITY may require PETITIONER to construct such public improvements in accordance with applicable laws and ordinances.

C. **Development:** CITY's Development Services Department will provide planning, land development, land use, building review and inspection, and code enforcement services in accordance with applicable laws, rules, regulations, and ordinances.

D. **Police:** CITY's Police Department will provide emergency and routine call response, traffic enforcement, and law enforcement services in the Area.

E. **Fire:** CITY's Fire Department will provide emergency service for fire protection services and emergency medical services.

F. **Community Services:** CITY's Community Services Department will provide access to services and programs that may be offered by the Health and Senior Services Division, services and programs that may be offered by Animal Services Division, and access to City-owned parks.

G. **Solid Waste:** CITY's Solid Waste Department will provide residential garbage pickup service only. PETITIONER understands and agrees that CITY will not provide garbage pickup services to new commercial developments.

Regarding the services described above, PETITIONER understands and agrees that CITY will provide a level of services that is comparable to the level of services available in other parts of the City of Midland with topography, land use, and population density similar to those reasonably contemplated or projected for the Area. PETITIONER understands and acknowledges that any CITY departments or divisions identified above may change names or be reorganized. Any reference to a specific CITY department or division also includes any subsequent CITY department or division that will provide the same or similar services.

ARTICLE IV. IMPACT FEES

A. **Fees to be assessed and collected.** Except as otherwise described herein, if CITY has adopted, or adopts in the future, one or more ordinances establishing impact fees in accordance with Chapter 395 of the Local Government Code, CITY shall assess and collect fees associated with the development of the Area as described for impact fees in the applicable impact fee ordinance(s) (the "Fees").

B. **Service areas.** For purposes of assessing and collecting Fees for water and wastewater under this Agreement, the Area is deemed to be located within CITY's capital improvements plan service area therefor. For the purpose of assessing and collecting Fees for roadways under this Agreement, the Area is deemed to be located in CITY's capital improvements plan roadway service area(s) immediately adjacent thereto; provided, however, that if the Area is not located immediately adjacent to a roadway service area and is located immediately adjacent to a tract of land that is associated with an agreement regarding fees similar to the Fees in this Agreement, the Area is deemed to be located in the roadway service area(s) specified in such similar agreement associated with the adjacent tract of land.

C. **Capital improvements and facility expansions.** For purposes of this Agreement, a capital improvement or facility expansion that will serve the Area shall be deemed to be included in CITY's capital improvements plan if:

   a. said capital improvement or facility expansion is substantially similar to a type of capital improvement or facility expansion identified in CITY's capital improvements plan; or

   b. said capital improvement or facility expansion is an extension of a capital improvement or facility expansion identified in CITY's capital improvements plan.

D. **Time of assessment.** Fees shall be assessed at the time of recordation of a final plat of any portion of the Area, at the time the Area is annexed, or on the effective date(s) of the applicable impact fee ordinance(s), whichever is later.

E. **Time of collection.** CITY shall collect the Fees from PETITIONER at the time of issuance of a building permit. PETITIONER acknowledges and agrees that no building permit or certificate of occupancy shall be issued until PETITIONER has paid the applicable Fees.

F. **Amendment to land use assumptions, capital improvements plan, or impact fees.** Notwithstanding any provision in this Agreement to the contrary, if CITY amends its land use assumptions, capital improvements plan, or impact fees such that PETITIONER would be required to pay impact fees, CITY shall assess and PETITIONER shall pay the applicable impact fees in accordance with the applicable impact fee ordinance(s), as amended; provided, however, that to the extent CITY assesses applicable Fees for service units under this Agreement, PETITIONER shall pay such Fees in accordance with this Agreement and shall not be required to pay the applicable impact fees for the same service units.

G. **Article to survive termination.** If CITY annexes the Area within one year from the

effective date, the provisions of this Article shall survive termination of this Agreement.

ARTICLE V. GOVERNMENTAL IMMUNITY

By executing this agreement CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE VI. RELEASE

NOTWITHSTANDING ANY OTHER PROVISIONS, PETITIONER HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH PETITIONER HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, CITY'S NEGLIGENCE, OR CLAIMS UNDER CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE VII. ATTORNEYS' FEES

In the event of any conflict between the parties hereto such that either party brings or commences any legal action or proceeding related to this Agreement, including but not limited to any action pursuant to the provisions of the Texas Uniform Declaratory Judgments Act (Tex. Civ. Prac. & Rem. Code §37.001, et seq., as amended), the parties hereto agree to waive any and all rights to recovery of attorneys' fees to which the prevailing party might otherwise be entitled.

BY EXECUTING THIS AGREEMENT, THE PARTIES AGREE TO WAIVE AND DO HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM EITHER PARTY HAS OR MAY HAVE IN THE FUTURE AGAINST THE OTHER PARTY, SPECIFICALLY AND SOLELY REGARDING THE AWARD OF ATTORNEYS' FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. THE PARTIES SPECIFICALLY AGREE THAT IF A PARTY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING

RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE PARTY BRINGING THE ACTION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEYS' FEES TO WHICH THE PARTY MIGHT OTHERWISE BE ENTITLED.

THE PARTIES AGREE THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. EACH PARTY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. THE PARTIES FURTHER ACKNOWLEDGE AND AGREE THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND PETITIONER. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT. PETITIONER AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE VIII. GENERAL PROVISIONS

A. **Governing law and venue.** This Agreement shall be governed by the laws of the State of Texas. All performance made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. The provisions of this Article VIII.A. shall survive termination of this Agreement.

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

follows:

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

If to PETITIONER: Cumberland & Western Resources LLC
735 E. Venice Avenue, Suite 200
Venice, Florida 34285

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

C. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

D. **Use of language.** Words in the singular shall be held to include the plural, unless the context otherwise requires.

E. **Amendments, modifications, alterations.** No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

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

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

supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, PETITIONER'S failure to comply with the requirements herein shall perpetually bar PETITIONER'S claim for damages under Chapter 271 of the Texas Local Government Code and Section 311.034 of the Texas Government Code, regardless of whether CITY has actual or constructive notice or knowledge of said claim or alleged damages. The provisions of this Article VIII.G. shall survive termination of this agreement. **PETITONER AGREES THAT THE REQUIREMENTS OF THIS ENTIRE AGREEMENT ARE REASONABLE.**

H. **Covenants run with the land.** The provisions of this Agreement are covenants that run with the land located in the Area. CITY and PETITIONER agree that this Agreement may be recorded in the deed records of the county in which the Area is located. CITY and PETITIONER acknowledge and agree that this Agreement is binding upon CITY and PETITIONER and their respective successors, executors, heirs, and assigns, as applicable. The provisions of this Article VIII.H. shall survive termination of this Agreement.

EXECUTED the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

PETITIONER:

By: _____

Name: Greg Bettinson

Title: Manager

STATE OF Florida §

§

COUNTY OF Sarasota §

BEFORE ME, the undersigned authority, on this 4th day of June, 2021 personally appeared, Greg Bettinson, an officer of Cumberland Hotel, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4 day of June, 2021.

_____

Notary Public, State of Florida

NOTARY PUBLIC STATE OF FLORIDA

ELISE J. DURANCEAU
Commission # HH 082709
Expires March 8, 2025
Bonded Thru Budget Notary Services

EXHIBIT "A" TO SERVICE AGREEMENT

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) "A" (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, Cambridge Westland Resources, LLC ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Signature of Owner or Owner's Authorized Representative

Greg Bettinger

Printed Name

MANAGER

Title

THE STATE OF Florida §

§

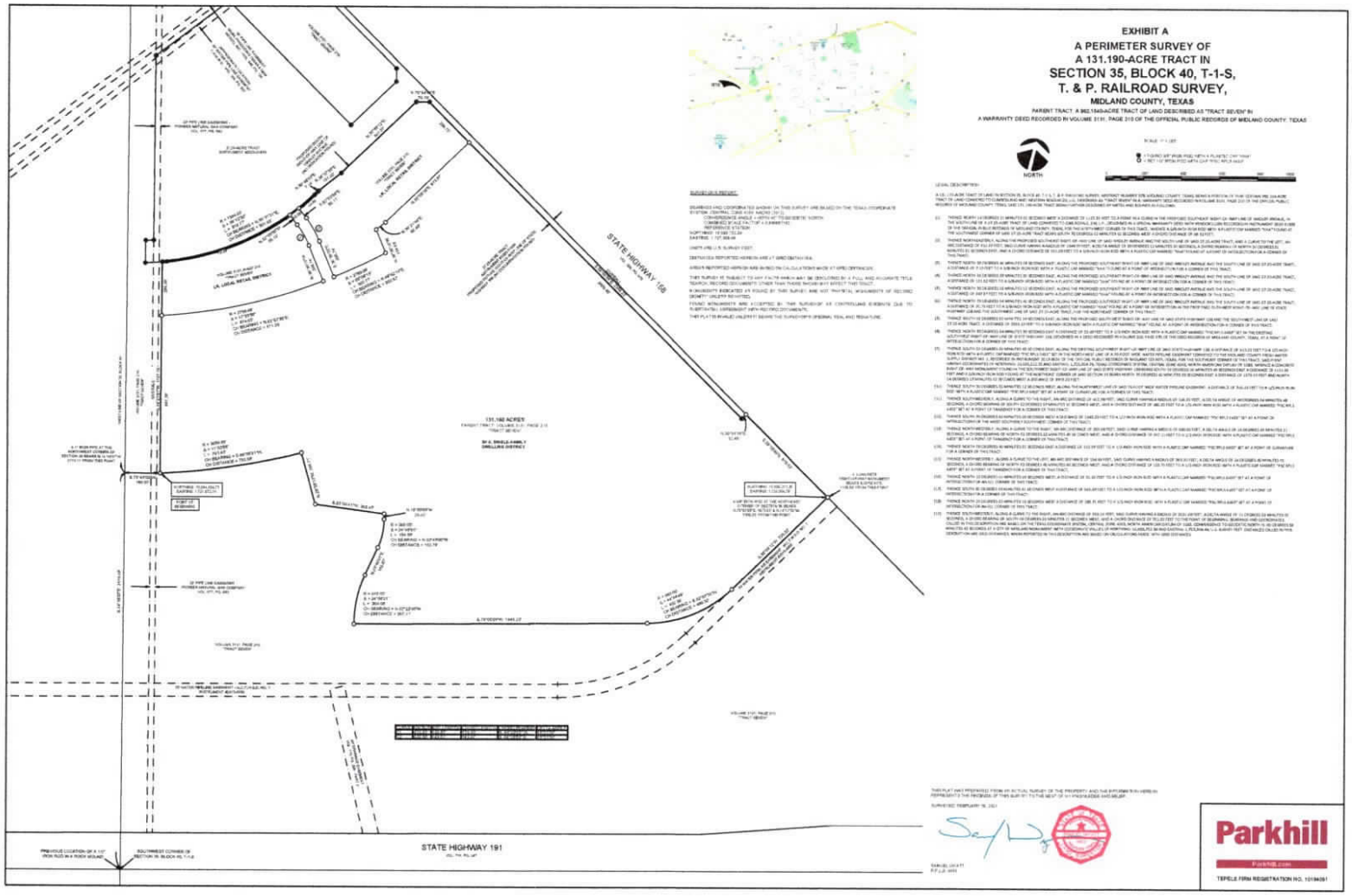
COUNTY OF Sarasota §

This instrument was acknowledged before me on the 10 day of May, 2021, by Greg Bettinger in the capacity herein stated.

MY COMMISSION EXPIRES

Notary Public, State of FL

ELISE J. DURANCEAU
Commission # HH 082709
Expires March 8, 2025
Bonded Thru Budget Notary Services


EXHIBIT A
A PERIMETER SURVEY OF
A 131.190-ACRE TRACT IN
SECTION 35, BLOCK 40, T-1-S,
T. & P. RAILROAD SURVEY,
MIDLAND COUNTY, TEXAS
STATE HIGHWAY 158
STATE HIGHWAY 191
131.190 ACRES
Parkhill

Parkhill

CONTINUATION OF EXHIBIT A

A 131.190-ACRE TRACT OF LAND IN SECTION 35, BLOCK 40, T-1-S, T. & P. RR. SURVEY, ABSTRACT NO. 378, MIDLAND COUNTY, TEXAS

A 131.190-acre tract of land in Section 35, Block 40, T-1-S, T. & P. Railroad Survey, Abstract Number 378, Midland County, Texas, being a portion of that certain 982.154-acre tract of land conveyed to Cumberland and Western Resources, LLC, described as "Tract Seven" in a warranty deed recorded in Volume 3131, Page 210 of the Official Public Records of Midland County, Texas, said 131.190-acre tract being further described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set for the most westerly southwest corner of this tract, said beginning point having coordinates of NORTHING: 10,694,434.73 and EASTING: 1,721,572.19, Texas Coordinate System, Central Zone 4203, North American Datum of 1983, whence a 1-inch iron pipe found at the northwest corner of said Section 35 bears *South 75 degrees 43 minutes 03 seconds West* a distance of 185.07 feet and *North 14 degrees 16 minutes 57 seconds West* a distance of 3176.11 feet and the previous location of a 1/2-inch iron rod in a rock mound at the southwest corner of said Section 35 bears *South 75 degrees 43 minutes 03 seconds West* a distance of 185.07 feet and *South 14 degrees 16 minutes 57 seconds East* a distance of 2119.49 feet;

(1) THENCE *North 14 degrees 21 minutes 01 seconds West* a distance of 1127.76 feet to a point in a curve in the proposed southeast right-of-way line of Wadley Avenue, in the south line of a 27.25-acre tract of land conveyed to CWS Royale, SW, L.P., described in a special warranty deed with vendor's lien recorded in Instrument 2020-31839 of the Official Public Records of Midland County, Texas, for the northwest corner of this tract, whence a 5/8-inch iron rod with a plastic cap marked "KHA" found at the southwest corner of said 27.25-acre tract bears *South 72 degrees 02 minutes 05 seconds West* a chord distance of 89.32 feet;

(2) THENCE northeasterly, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, and a curve to the left, an arc distance of 919.77 feet, said curve having a radius of 1344.00 feet, a delta angle of *39 degrees 12 minutes 39 seconds*, a chord bearing of *North 50 degrees 31 minutes 31 seconds East*, and a chord distance of 901.93 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(3) THENCE *North 30 degrees 46 minutes 03 seconds East*, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, a distance of 7.15 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(4) THENCE *North 36 degrees 37 minutes 39 seconds East*, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, a distance of 151.02 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(5) THENCE *North 30 degrees 55 minutes 12 seconds East*, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, a distance of 547.07 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(6) THENCE *North 75 degrees 54 minutes 41 seconds East*, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, a distance of 70.75 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection in the proposed southwest right-of-way line of State Highway 158 and the southwest line of said 27.25-acre tract, for the northeast corner of this tract;

(7) THENCE *South 59 degrees 05 minutes 24 seconds East*, along the proposed southwest right-of-way line of said State Highway 158 and the southwest line of said 27.25-acre tract, a distance of 2359.23 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(8) THENCE *North 30 degrees 54 minutes 36 seconds East* a distance of 32.48 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set in the existing southwest right-of-way line of State Highway 158, described in a deed recorded in Volume 329, Page 679 of the Deed Records of Midland County, Texas, at a point of intersection for a corner of this tract;

(9) THENCE *South 59 degrees 05 minutes 45 seconds East*, along the existing southwest right-of-way line of said State Highway 158, a distance of 619.52 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set in the northwest line of a 70-foot wide water pipeline easement conveyed to the Midland County Fresh Water Supply District No. 1, recorded in Instrument 2013-8956 of the Official Public Records of Midland County, Texas, for the southeast corner of this tract, said point having coordinates of NORTHING: 10,695,212.35 and EASTING: 1,725,004.78, Texas Coordinate System, Central Zone 4203, North American Datum of 1983, whence a concrete right-of-way monument found in the southwest right-of-way line of said State Highway 158 bears *South 59 degrees 05 minutes 45 seconds East* a distance of 1199.56 feet and a 5/8-inch iron rod found at the northeast corner of said Section 35 bears *North 75 degrees 42 minutes 58 seconds East* a distance of 1573.63 feet and *North 14 degrees 17 minutes 02 seconds West* a distance of 3305.23 feet;

(10) THENCE *South 30 degrees 55 minutes 12 seconds West*, along the northwest line of said 70-foot wide water pipeline easement, a distance of 705.22 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of curvature for a corner of this tract;

(11) THENCE southwesterly, along a curve to the right, an arc distance of 492.38 feet, said curve having a radius of 640.00 feet, a delta angle of *44 degrees 04 minutes 48 seconds*, a chord bearing of *South 52 degrees 57 minutes 36 seconds West*, and a chord distance of 480.32 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of tangency for a corner of this tract;

(12) THENCE *South 75 degrees 00 minutes 00 seconds West* a distance of 1543.23 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of intersection for the most southerly southwest corner of this tract;

(13) THENCE northwesterly, along a curve to the right, an arc distance of 269.08 feet, said curve having a radius of 640.00 feet, a delta angle of *24 degrees 05 minutes 21 seconds*, a chord bearing of *North 02 degrees 22 minutes 40 seconds West*, and a chord distance of 267.11 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of tangency for a corner of this tract;

(14) THENCE *North 09 degrees 40 minutes 01 seconds East* a distance of 162.07 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of curvature for a corner of this tract;

(15) THENCE northwesterly, along a curve to the left, an arc distance of 154.99 feet, said curve having a radius of 360.00 feet, a delta angle of *24 degrees 40 minutes 01 seconds*, a chord bearing of *North 02 degrees 40 minutes 00 seconds West*, and a chord distance of 153.79 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of tangency for a corner of this tract;

(16) THENCE *North 15 degrees 00 minutes 00 seconds West*, a distance of 29.45 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of intersection for an ell corner of this tract;

(17) THENCE *South 83 degrees 04 minutes 41 seconds West* a distance of 365.47 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of intersection for a corner of this tract;

(18) THENCE *North 29 degrees 59 minutes 13 seconds West* a distance of 285.71 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of intersection for an ell corner of this tract;

(19) THENCE southwesterly, along a curve to the right, an arc distance of 753.93 feet, said curve having a radius of 3639.68 feet, a delta angle of *11 degrees 52 minutes 06 seconds*, a chord bearing of *South 66 degrees 50 minutes 21 seconds West*, and a chord distance of 752.59 feet to the **POINT OF BEGINNING**. Bearings and coordinates called in this description are based on the Texas Coordinate System, Central Zone 4203, North American Datum of 1983. Convergence to geodetic north is *-00 degrees 56 minutes 45 seconds* at a City of Midland Monument with coordinate values of NORTHING: 10,693,732.38 and EASTING: 1,727,308.48, U.S. Survey Feet. Distances called in this description are grid distances. Areas reported in this description are based on calculations made with grid distances.

MIDLAND
Planning Division

Annexation/Initial Zoning Application

Project Number: A-21-0026

Case Number: Z-21-0228

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: D.R. Horton, Inc		Phone ( ) Email	
Address 6751 North Freeway	City Fort Worth	State Texas	Zip 76131

Property Owner Printed Name: Cumberland & Western Resources LLC		Phone ( ) Email	
Address 2200 Lapsley Lane	City Bowling Green	State KY	Zip 42103

Representative *(if different from Applicant or Property Owner)* Firm: Parkhill Printed Name: Josh Wallender (Proj # 4534.21)		Phone (432) 697-1447 Email jwallender @parkhill.com	
Address 1700 W Wall Street	City Midland	State Texas	Zip 79701

Street Address: See Attached metes and bounds

Legal Description
Lot: Block: Subdivision:

Current Zoning: N/A

Proposed Zone: SF-3 & LR
(List by tracts if more than one district is requested)

Reason for Annexation/Zone Change Request: New Residential Subdivision

Present Use of Property: Vacant

Proposed Use of Property: Residential

How would this annexation/zone change affect the public health, safety and welfare? It will provide additional housing and development of the community.

Describe how this annexation/zone change will affect adjacent properties: It will improve access and utilization of the surrounding properties

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date:
Applicant (printed):	
Property Owner (signature):	Date: 5/10/21
Property Owner (printed) : GREG BETTERTON	

The Annexation/Initial Zoning shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Josh Wallender who, being by me duly sworn, upon oath says: That (s)he is authorized by Cumberland + Western, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 14 day of May, 2021, to certify which witness my hand and seal of office.

SHERI MULLINS
My Notary ID # 8145198
Expires October 10, 2022

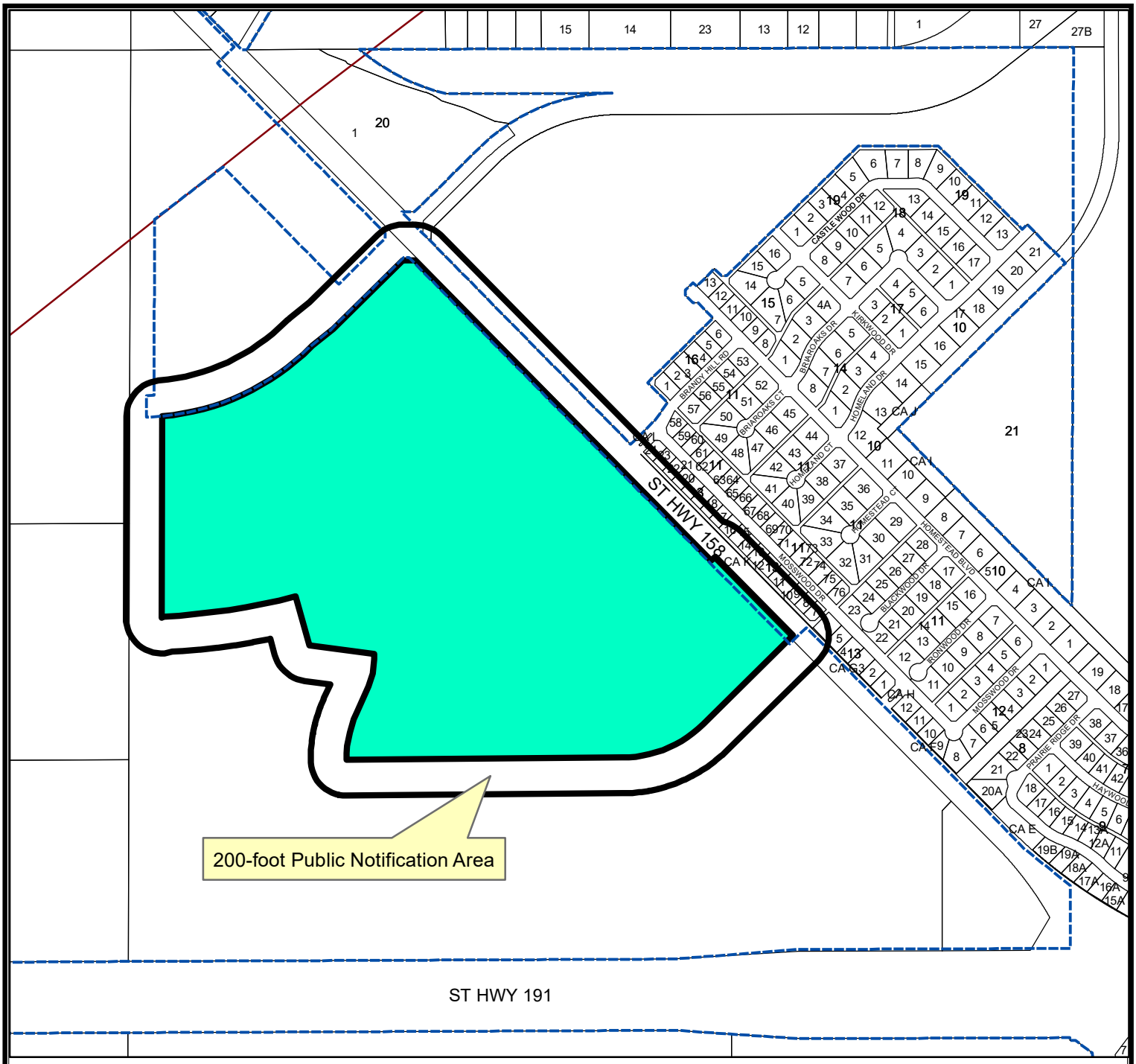
Sheri Mullins

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☐ Property Owner Authorization	☐ Metes and Bounds (Sealed by Surveyor)
☐ Application Fee	☐ Files in Digital Format (PDF/JPEG)
Check #_____	☐ Petition
Received By:	Date:

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

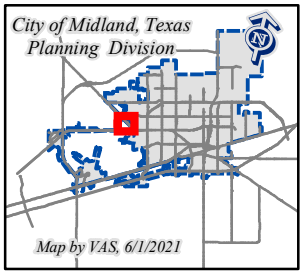
A-21-0026 **Scale: 1" = 800'**

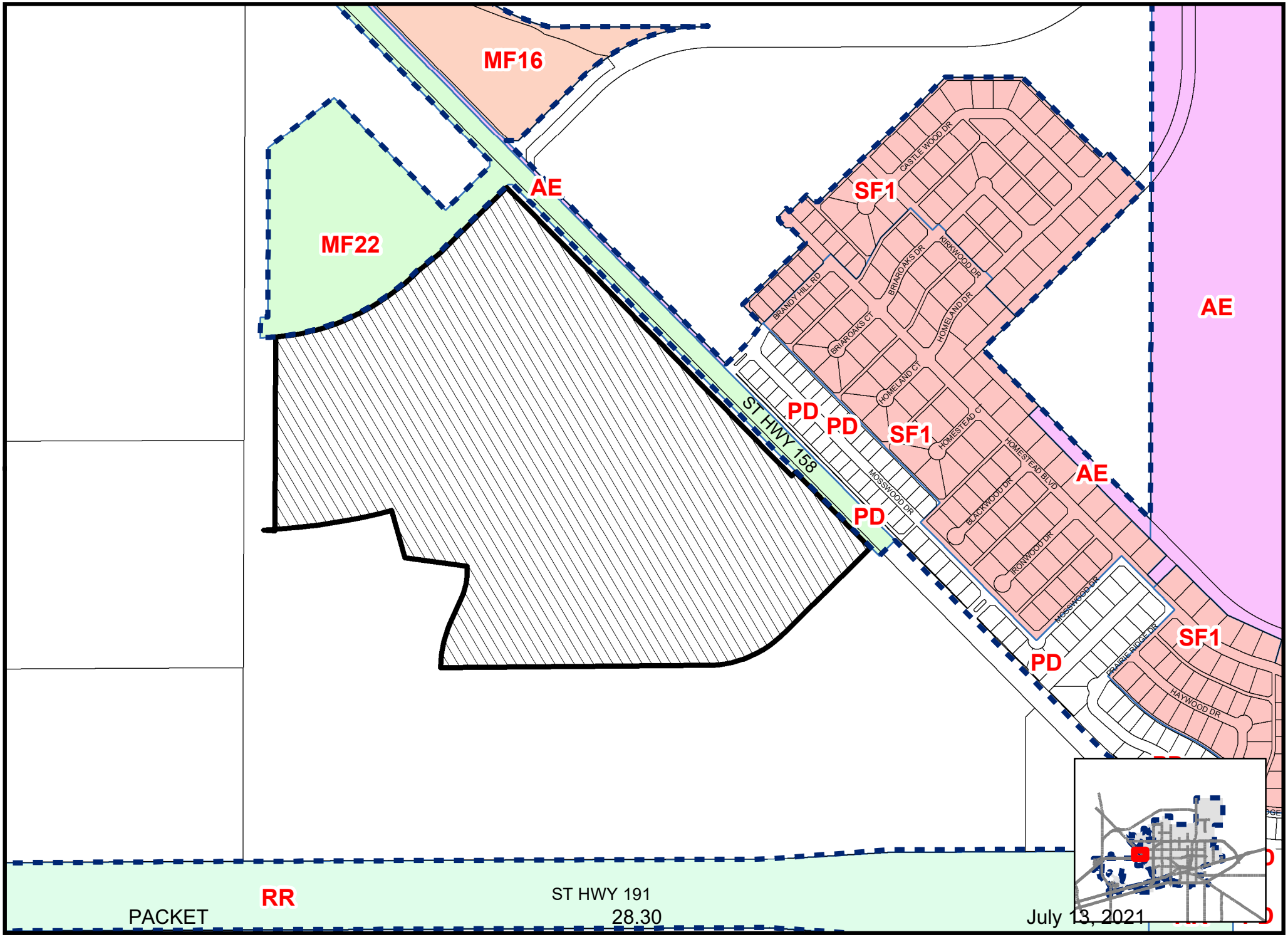
Consider an ordinance for an annexation of a 131.190-acres tract of land located in Section 35, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas.

Generally located on the west side of State Highway 158, approximately 1,001 feet north of State Highway 191. (Extraterritorial Jurisdiction)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS





Map By VAS, 6/10/2021

A-21-0026

Scale: 1" = 200'

ZONING MAP

© **THE CITY OF MIDLAND - 2020:** THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.









City Council Meeting

Item Number: 29

Meeting Date: July 13, 2021

To: City Council / City Manager

From: Valerie A. Sherman, Senior Planner

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

Purpose:

Consider an ordinance on a request by D.R. Horton, Inc. for the initial zoning of a 131.190-acres tract of land located in Section 35, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas, located on the west side of State Highway 158, approximately 1,001 feet north of State Highway 191.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Discussion:

The applicant, D.R. Horton, Inc. is requesting the initial zoning of a 131.190- acres tract of land

located in Section 35, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas, located on the west side of State Highway 158, approximately 1,001 feet north of State Highway 191, which is currently being annexed to be SF-3, Single-Family Dwelling District, in part; and LR, Local Retail District, in part.

The applicant is requesting for the initial zoning of the land to be annexed to be LR, Local Retail District for Tracts 1 and 2 (refer to Exhibit A) and SF-3, Single-Family Dwelling District for Tract 3 (refer to Exhibit A), to develop a new residential subdivision.

The site is currently in the process of being annexed into City Limits as well as in the process of being platted.

This case has been circulated to and reviewed by all pertinent City departments for internal review and has received no objections. Their comments are as follows.

Engineering: (Approved)

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Fire: (Approved)

No objections.

Code Administration: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Oil and Gas: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

Planning:

The Future Land Use Map in Tall City Tomorrow Comprehensive Plan calls for Urban-Medium uses in this location, encompassing a mix of housing types, neighborhood and community commercial, office and service uses.

This request was recommended for approval at the June 21, 2021 Planning and Zoning Commission meeting.

Staff recommends approval of this initial zoning of SF-3, Single-Family Dwelling District, in part; and LR, Local Retail District, in part, subject to condition A.

Conditions:

A. That the use and development of the tracts identified in Exhibit “A” as Tracts 1 and 2 shall conform to the regulations of the LR, Local Retail District.

B. That the use and development of the tract identified in Exhibit “A” as Tract 3 shall conform to the regulations of the SF-3, Single-Family Dwelling District.

Letters of Objection:

As of July 7, 2021, staff has received two letters of objection to this request.

Attachments:

Survey (Exhibit A)
Petition
Service Agreement
Application
Maps
Letters of Objection

Robert Patrick

City Manager’s Office

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATIONS OF THE AREA INDICATED AS BEING A 131.190-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN LR, LOCAL RETAIL DISTRICT, IN PART, AND AN SF-3, SINGLE-FAMILY DWELLING DISTRICT, IN PART; SAID TRACT BEING GENERALLY LOCATED ON THE WEST SIDE OF STATE HIGHWAY 158, APPROXIMATELY 1,001 FEET NORTH OF STATE HIGHWAY 191; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, notice has been given to all parties in interest and citizens by publication in the official newspaper and otherwise of a public hearing to be held before the City Council on July 13, 2021 (the "Hearing Date"), to consider an amendment to the Zoning District Map of the City of Midland, Texas, so as to establish the initial zoning classifications of the property described in Section One hereof as an LR, Local Retail District, in part, and an SF-3, Single-Family Dwelling District, in part, as set out in Title XI, Chapter 1 of the City Code of Midland, Texas; and

WHEREAS, such a public hearing was held in the Council Chambers on the Hearing Date, as advertised; and

WHEREAS, after a full hearing, at which all parties in interest and citizens were given an opportunity to be heard; and after considering among other things, the character of the property involved and the surrounding area and its peculiar suitability for particular uses; and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout such municipality, the Council finds it to be in the best interest of the health, safety, morals and general welfare of the City of Midland to amend the Zoning District Map accordingly;

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

SECTION ONE. That the initial zoning classifications of the area indicated on Exhibit "A", attached hereto and incorporated herein by reference, are hereby established as follows:

A. The zoning classification of the tracts identified in Exhibit "A" as Tract 1 and Tract 2 is established as an LR, Local Retail District.

B. The zoning classification of the tract identified in Exhibit "A" as Tract 3 is established as an SF-3, Single-Family Dwelling District.

The Zoning District Map of the City of Midland, Texas, is hereby amended to reflect the establishment of these initial zoning classifications.

SECTION TWO. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION THREE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FOUR. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION FIVE. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on

first reading, the ___day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

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

Council members voting "AYE":

Council members voting "NAY":

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

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

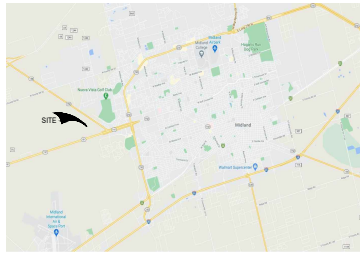
APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

A PERIMETER SURVEY OF A 131.190-ACRE TRACT IN SECTION 35, BLOCK 40, T-1-S, T. & P. RAILROAD SURVEY,

MIDLAND COUNTY, TEXAS

PARENT TRACT: A 982.1540-ACRE TRACT OF LAND DESCRIBED AS "TRACT SEVEN" IN A WARRANTY DEED RECORDED IN VOLUME 3131, PAGE 210 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	470.00'	126.82'	126.43'	S. 44°29'05" W.	15°27'35"
C2	530.00'	143.01'	142.57'	S. 44°29'05" E.	15°27'35"

SURVEYORS REPORT:

BEARINGS AND COORDINATES SHOWN ON THIS SURVEY ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83 (2012).
CONVERGENCE ANGLE = -00°56'45" TO GEODETIC NORTH.
COMBINED SCALE FACTOR = 0.999897192.
REFERENCE STATION:
NORTHING: 10,693,732.38
EASTING: 1,727,308.48

UNITS ARE U.S. SURVEY FEET.

DISTANCES REPORTED HEREON ARE AT GRID DISTANCES.

AREAS REPORTED HEREON ARE BASED ON CALCULATIONS MADE AT GRID DISTANCES.

THIS SURVEY IS SUBJECT TO ANY FACTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH. RECORD DOCUMENTS OTHER THAN THOSE SHOWN MAY AFFECT THIS TRACT.

MONUMENTS INDICATED AS FOUND BY THIS SURVEY ARE NOT "PHYSICAL MONUMENTS OF RECORD DIGNITY" UNLESS SO NOTED.

FOUND MONUMENTS ARE ACCEPTED BY THIS SURVEYOR AS CONTROLLING EVIDENCE DUE TO SUBSTANTIAL AGREEMENT WITH RECORD DOCUMENTS.

THIS PLAT IS INVALID UNLESS IT BEARS THE SURVEYOR'S ORIGINAL SEAL AND SIGNATURE.

LEGAL DESCRIPTION:

A 131.190-ACRE TRACT OF LAND IN SECTION 35, BLOCK 40, T-1-S, T. & P. RAILROAD SURVEY, ABSTRACT NUMBER 378, MIDLAND COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 982.154-ACRE TRACT OF LAND CONVEYED TO CUMBERLAND AND WESTERN RESOURCES, LLC, DESCRIBED AS "TRACT SEVEN" IN A WARRANTY DEED RECORDED IN VOLUME 3131, PAGE 210 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS, SAID 131.190-ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

(1) THENCE NORTH 14 DEGREES 21 MINUTES 01 SECONDS WEST A DISTANCE OF 1127.76 FEET TO A POINT IN A CURVE IN THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF WADLEY AVENUE, IN THE SOUTH LINE OF A 27.25-ACRE TRACT OF LAND CONVEYED TO CWS ROYALE, SW, L.P., DESCRIBED IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN INSTRUMENT 2020-31839 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS, FOR THE NORTHWEST CORNER OF THIS TRACT, WHENCE A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT THE SOUTHWEST CORNER OF SAID 27.25-ACRE TRACT BEARS SOUTH 72 DEGREES 02 MINUTES 05 SECONDS WEST A CHORD DISTANCE OF 89.32 FEET;

(2) THENCE NORTHEASTERLY, ALONG THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF SAID WADLEY AVENUE AND THE SOUTH LINE OF SAID 27.25-ACRE TRACT, AND A CURVE TO THE LEFT, AN ARC DISTANCE OF 919.77 FEET, SAID CURVE HAVING A RADIUS OF 1344.00 FEET, A DELTA ANGLE OF 39 DEGREES 12 MINUTES 39 SECONDS, A CHORD BEARING OF NORTH 50 DEGREES 31 MINUTES 31 SECONDS EAST, AND A CHORD DISTANCE OF 901.93 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(3) THENCE NORTH 30 DEGREES 46 MINUTES 03 SECONDS EAST, ALONG THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF SAID WADLEY AVENUE AND THE SOUTH LINE OF SAID 27.25-ACRE TRACT, A DISTANCE OF 7.15 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(4) THENCE NORTH 36 DEGREES 37 MINUTES 39 SECONDS EAST, ALONG THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF SAID WADLEY AVENUE AND THE SOUTH LINE OF SAID 27.25-ACRE TRACT, A DISTANCE OF 151.02 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(5) THENCE NORTH 30 DEGREES 55 MINUTES 12 SECONDS EAST, ALONG THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF SAID WADLEY AVENUE AND THE SOUTH LINE OF SAID 27.25-ACRE TRACT, A DISTANCE OF 547.07 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(6) THENCE NORTH 75 DEGREES 54 MINUTES 41 SECONDS EAST, ALONG THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF SAID WADLEY AVENUE AND THE SOUTH LINE OF SAID 27.25-ACRE TRACT, A DISTANCE OF 70.75 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION IN THE PROPOSED OUTHWEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 158 AND THE SOUTHWEST LINE OF SAID 27.25-ACRE TRACT, FOR THE NORTHEAST CORNER OF THIS TRACT;

(7) THENCE SOUTH 59 DEGREES 05 MINUTES 24 SECONDS EAST, ALONG THE PROPOSED SOUTHWEST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 158 AND THE SOUTHWEST LINE OF SAID 27.25-ACRE TRACT, A DISTANCE OF 2359.23 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(8) THENCE NORTH 30 DEGREES 54 MINUTES 36 SECONDS EAST A DISTANCE OF 32.48 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET IN THE EXISTING SOUTHWEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 158, DESCRIBED IN A DEED RECORDED IN VOLUME 329, PAGE 679 OF THE DEED RECORDS OF MIDLAND COUNTY, TEXAS, AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(9) THENCE SOUTH 59 DEGREES 05 MINUTES 45 SECONDS EAST, ALONG THE EXISTING SOUTHWEST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 158, A DISTANCE OF 619.52 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET IN THE NORTHWEST LINE OF A 70-FOOT WIDE WATER PIPELINE EASEMENT CONVEYED TO THE MIDLAND COUNTY FRESH WATER SUPPLY DISTRICT NO. 1, RECORDED IN INSTRUMENT 2013-8956 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF THIS TRACT, SAID POINT HAVING COORDINATES OF NORTHING: 10,695,212.35 AND EASTING: 1,725,004.78, TEXAS COORDINATE SYSTEM, CENTRAL ZONE 4203, NORTH AMERICAN DATUM OF 1983, WHENCE A CONCRETE RIGHT-OF-WAY MONUMENT FOUND IN THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 158 BEARS SOUTH 59 DEGREES 05 MINUTES 45 SECONDS EAST A DISTANCE OF 1199.56 FEET AND A 5/8-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID SECTION 35 BEARS NORTH 75 DEGREES 42 MINUTES 58 SECONDS EAST A DISTANCE OF 1573.63 FEET AND NORTH 14 DEGREES 17 MINUTES 02 SECONDS WEST A DISTANCE OF 3305.23 FEET;

(10) THENCE SOUTH 30 DEGREES 55 MINUTES 12 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID 70-FOOT WIDE WATER PIPELINE EASEMENT, A DISTANCE OF 705.22 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF CURVATURE FOR A CORNER OF THIS TRACT;

(11) THENCE SOUTHWESTERLY, ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 492.38 FEET, SAID CURVE HAVING A RADIUS OF 640.00 FEET, A DELTA ANGLE OF 44 DEGREES 04 MINUTES 48 SECONDS, A CHORD BEARING OF SOUTH 52 DEGREES 57 MINUTES 36 SECONDS WEST, AND A CHORD DISTANCE OF 480.32 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF TANGENCY FOR A CORNER OF THIS TRACT;

(12) THENCE SOUTH 75 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 1543.23 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF INTERSECTION FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THIS TRACT;

(13) THENCE NORTHWESTERLY, ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 269.08 FEET, SAID CURVE HAVING A RADIUS OF 640.00 FEET, A DELTA ANGLE OF 24 DEGREES 05 MINUTES 21 SECONDS, A CHORD BEARING OF NORTH 02 DEGREES 22 MINUTES 40 SECONDS WEST, AND A CHORD DISTANCE OF 267.11 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF TANGENCY FOR A CORNER OF THIS TRACT;

(14) THENCE NORTH 09 DEGREES 40 MINUTES 01 SECONDS EAST A DISTANCE OF 162.07 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF CURVATURE FOR A CORNER OF THIS TRACT;

(15) THENCE NORTHWESTERLY, ALONG A CURVE TO THE LEFT, AN ARC DISTANCE OF 154.99 FEET, SAID CURVE HAVING A RADIUS OF 360.00 FEET, A DELTA ANGLE OF 24 DEGREES 40 MINUTES 01 SECONDS, A CHORD BEARING OF NORTH 02 DEGREES 40 MINUTES 00 SECONDS WEST, AND A CHORD DISTANCE OF 153.79 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF TANGENCY FOR A CORNER OF THIS TRACT;

(16) THENCE NORTH 15 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 29.45 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF INTERSECTION FOR AN ELL CORNER OF THIS TRACT;

(17) THENCE SOUTH 83 DEGREES 04 MINUTES 41 SECONDS WEST A DISTANCE OF 365.47 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(18) THENCE NORTH 29 DEGREES 59 MINUTES 13 SECONDS WEST A DISTANCE OF 285.71 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF INTERSECTION FOR AN ELL CORNER OF THIS TRACT;

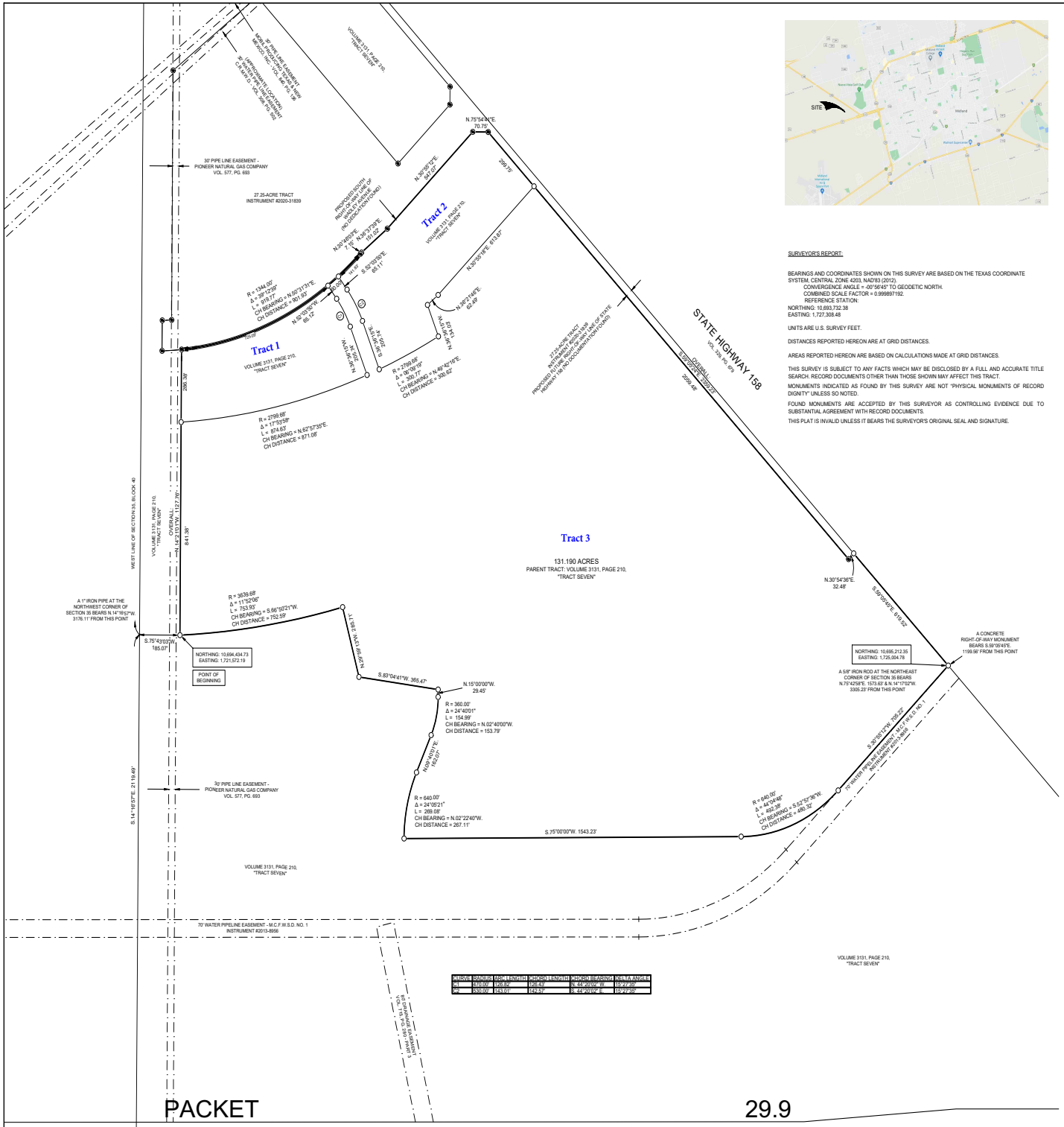
(19) THENCE SOUTHWESTERLY, ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 753.93 FEET, SAID CURVE HAVING A RADIUS OF 3639.68 FEET, A DELTA ANGLE OF 11 DEGREES 52 MINUTES 06 SECONDS, A CHORD BEARING OF SOUTH 66 DEGREES 50 MINUTES 21 SECONDS WEST, AND A CHORD DISTANCE OF 752.59 FEET TO THE POINT OF BEGINNING. BEARINGS AND COORDINATES CALLED IN THIS DESCRIPTION ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE 4203, NORTH AMERICAN DATUM OF 1983. CONVERGENCE TO GEODETIC NORTH IS -00 DEGREES 56 MINUTES 45 SECONDS AT A CITY OF MIDLAND MONUMENT WITH COORDINATE VALUES OF NORTHING: 10,693,732.38 AND EASTING: 1,727,308.48, U.S. SURVEY FEET. DISTANCES CALLED IN THIS DESCRIPTION ARE GRID DISTANCES. AREAS REPORTED IN THIS DESCRIPTION ARE BASED ON CALCULATIONS MADE WITH GRID DISTANCES.

THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THE INFORMATION HEREON REPRESENTS THE FINDINGS OF THIS SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SURVEYED: FEBRUARY 05, 2021

SAMUEL WYATT
R.P.L.S. 6453

Parkhill
Parkhill.com
TBPELS FIRM REGISTRATION NO. 10194091



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	640.00'	269.82'	267.83'	S. 44°29'06" W.	24°09'39"
C2	639.00'	134.01'	133.75'	S. 44°29'06" E.	12°01'19"

A PERIMETER SURVEY OF A 131.190-ACRE TRACT IN SECTION 35, BLOCK 40, T-1-S, T. & P. RAILROAD SURVEY,

MIDLAND COUNTY, TEXAS

PARENT TRACT: A 982.1540-ACRE TRACT OF LAND DESCRIBED AS "TRACT SEVEN" IN A WARRANTY DEED RECORDED IN VOLUME 3131, PAGE 210 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS

SURVEYORS REPORT:

BEARINGS AND COORDINATES SHOWN ON THIS SURVEY ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83 (2012).
CONVERGENCE ANGLE = -00°56'45" TO GEODETIC NORTH.
COMBINED SCALE FACTOR = 0.999897192.
REFERENCE STATION:
NORTHING: 10,693,732.38
EASTING: 1,727,308.48

UNITS ARE U.S. SURVEY FEET.

DISTANCES REPORTED HEREON ARE AT GRID DISTANCES.

AREAS REPORTED HEREON ARE BASED ON CALCULATIONS MADE AT GRID DISTANCES.

THIS SURVEY IS SUBJECT TO ANY FACTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH. RECORD DOCUMENTS OTHER THAN THOSE SHOWN MAY AFFECT THIS TRACT.

MONUMENTS INDICATED AS FOUND BY THIS SURVEY ARE NOT "PHYSICAL MONUMENTS OF RECORD DIGNITY" UNLESS SO NOTED.

FOUND MONUMENTS ARE ACCEPTED BY THIS SURVEYOR AS CONTROLLING EVIDENCE DUE TO SUBSTANTIAL AGREEMENT WITH RECORD DOCUMENTS.

THIS PLAT IS INVALID UNLESS IT BEARS THE SURVEYOR'S ORIGINAL SEAL AND SIGNATURE.

LEGAL DESCRIPTION:

A 131.190-ACRE TRACT OF LAND IN SECTION 35, BLOCK 40, T-1-S, T. & P. RAILROAD SURVEY, ABSTRACT NUMBER 378, MIDLAND COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 982.154-ACRE TRACT OF LAND CONVEYED TO CUMBERLAND AND WESTERN RESOURCES, LLC, DESCRIBED AS "TRACT SEVEN" IN A WARRANTY DEED RECORDED IN VOLUME 3131, PAGE 210 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS, SAID 131.190-ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

(1) THENCE NORTH 14 DEGREES 21 MINUTES 01 SECONDS WEST A DISTANCE OF 1127.76 FEET TO A POINT IN A CURVE IN THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF WADLEY AVENUE, IN THE SOUTH LINE OF A 27.25-ACRE TRACT OF LAND CONVEYED TO CWS ROYALE, SW, L.P., DESCRIBED IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN INSTRUMENT 2020-31839 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS, FOR THE NORTHWEST CORNER OF THIS TRACT, WHENCE A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT THE SOUTHWEST CORNER OF SAID 27.25-ACRE TRACT BEARS SOUTH 72 DEGREES 02 MINUTES 05 SECONDS WEST A CHORD DISTANCE OF 89.32 FEET;

(2) THENCE NORTHEASTERLY, ALONG THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF SAID WADLEY AVENUE AND THE SOUTH LINE OF SAID 27.25-ACRE TRACT, AND A CURVE TO THE LEFT, AN ARC DISTANCE OF 919.77 FEET, SAID CURVE HAVING A RADIUS OF 1344.00 FEET, A DELTA ANGLE OF 39 DEGREES 12 MINUTES 39 SECONDS, A CHORD BEARING OF NORTH 50 DEGREES 31 MINUTES 31 SECONDS EAST, AND A CHORD DISTANCE OF 901.93 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(3) THENCE NORTH 30 DEGREES 46 MINUTES 03 SECONDS EAST, ALONG THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF SAID WADLEY AVENUE AND THE SOUTH LINE OF SAID 27.25-ACRE TRACT, A DISTANCE OF 7.15 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(4) THENCE NORTH 36 DEGREES 37 MINUTES 39 SECONDS EAST, ALONG THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF SAID WADLEY AVENUE AND THE SOUTH LINE OF SAID 27.25-ACRE TRACT, A DISTANCE OF 151.02 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(5) THENCE NORTH 30 DEGREES 55 MINUTES 12 SECONDS EAST, ALONG THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF SAID WADLEY AVENUE AND THE SOUTH LINE OF SAID 27.25-ACRE TRACT, A DISTANCE OF 547.07 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(6) THENCE NORTH 75 DEGREES 54 MINUTES 41 SECONDS EAST, ALONG THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF SAID WADLEY AVENUE AND THE SOUTH LINE OF SAID 27.25-ACRE TRACT, A DISTANCE OF 70.75 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION IN THE PROPOSED OUTHWEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 158 AND THE SOUTHWEST LINE OF SAID 27.25-ACRE TRACT, FOR THE NORTHEAST CORNER OF THIS TRACT;

(7) THENCE SOUTH 59 DEGREES 05 MINUTES 24 SECONDS EAST, ALONG THE PROPOSED SOUTHWEST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 158 AND THE SOUTHWEST LINE OF SAID 27.25-ACRE TRACT, A DISTANCE OF 2359.23 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(8) THENCE NORTH 30 DEGREES 54 MINUTES 36 SECONDS EAST A DISTANCE OF 32.48 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET IN THE EXISTING SOUTHWEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 158, DESCRIBED IN A DEED RECORDED IN VOLUME 329, PAGE 679 OF THE DEED RECORDS OF MIDLAND COUNTY, TEXAS, AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(9) THENCE SOUTH 59 DEGREES 05 MINUTES 45 SECONDS EAST, ALONG THE EXISTING SOUTHWEST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 158, A DISTANCE OF 619.52 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET IN THE NORTHWEST LINE OF A 70-FOOT WIDE WATER PIPELINE EASEMENT CONVEYED TO THE MIDLAND COUNTY FRESH WATER SUPPLY DISTRICT NO. 1, RECORDED IN INSTRUMENT 2013-8956 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF THIS TRACT, SAID POINT HAVING COORDINATES OF NORTHING: 10,695,212.35 AND EASTING: 1,725,004.78, TEXAS COORDINATE SYSTEM, CENTRAL ZONE 4203, NORTH AMERICAN DATUM OF 1983, WHENCE A CONCRETE RIGHT-OF-WAY MONUMENT FOUND IN THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 158 BEARS SOUTH 59 DEGREES 05 MINUTES 45 SECONDS EAST A DISTANCE OF 1199.56 FEET AND A 5/8-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID SECTION 35 BEARS NORTH 75 DEGREES 42 MINUTES 58 SECONDS EAST A DISTANCE OF 1573.63 FEET AND NORTH 14 DEGREES 17 MINUTES 02 SECONDS WEST A DISTANCE OF 3305.23 FEET;

(10) THENCE SOUTH 30 DEGREES 55 MINUTES 12 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID 70-FOOT WIDE WATER PIPELINE EASEMENT, A DISTANCE OF 705.22 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF CURVATURE FOR A CORNER OF THIS TRACT;

(11) THENCE SOUTHWESTERLY, ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 492.38 FEET, SAID CURVE HAVING A RADIUS OF 640.00 FEET, A DELTA ANGLE OF 44 DEGREES 04 MINUTES 48 SECONDS, A CHORD BEARING OF SOUTH 52 DEGREES 57 MINUTES 36 SECONDS WEST, AND A CHORD DISTANCE OF 480.32 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF TANGENCY FOR A CORNER OF THIS TRACT;

(12) THENCE SOUTH 75 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 1543.23 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF INTERSECTION FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THIS TRACT;

(13) THENCE NORTHWESTERLY, ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 269.08 FEET, SAID CURVE HAVING A RADIUS OF 640.00 FEET, A DELTA ANGLE OF 24 DEGREES 05 MINUTES 21 SECONDS, A CHORD BEARING OF NORTH 02 DEGREES 22 MINUTES 40 SECONDS WEST, AND A CHORD DISTANCE OF 267.11 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF TANGENCY FOR A CORNER OF THIS TRACT;

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(15) THENCE NORTHWESTERLY, ALONG A CURVE TO THE LEFT, AN ARC DISTANCE OF 154.99 FEET, SAID CURVE HAVING A RADIUS OF 360.00 FEET, A DELTA ANGLE OF 24 DEGREES 40 MINUTES 01 SECONDS, A CHORD BEARING OF NORTH 02 DEGREES 40 MINUTES 00 SECONDS WEST, AND A CHORD DISTANCE OF 153.79 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF TANGENCY FOR A CORNER OF THIS TRACT;

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THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THE INFORMATION HEREON REPRESENTS THE FINDINGS OF THIS SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SURVEYED: FEBRUARY 05, 2021

SAMUEL WYATT
R.P.L.S. 6453

July 13, 2021

Parkhill
Parkhill.com
TBPELS FIRM REGISTRATION NO. 10194091

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) 'A' (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, Cumberland Western Resources, LLC ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Signature of Owner or Owner's Authorized Representative

Greg Beitelson

Printed Name

Manager

Title

THE STATE OF Florida §
§
COUNTY OF Sarasota §

This instrument was acknowledged before me on the 10 day of May, 2021, by Greg Beitelson in the capacity herein stated.

MY COMMISSION EXPIRES

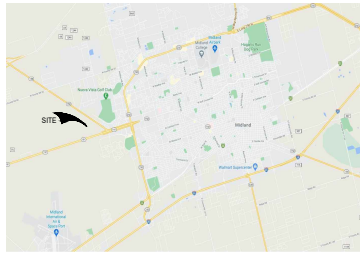
Notary Public, State of FL

ELISE J. DURANCEAU
Commission # HH 082709
Expires March 8, 2025
Bonded Thru Budget Notary Services

A PERIMETER SURVEY OF A 131.190-ACRE TRACT IN SECTION 35, BLOCK 40, T-1-S, T. & P. RAILROAD SURVEY,

MIDLAND COUNTY, TEXAS

PARENT TRACT: A 982.1540-ACRE TRACT OF LAND DESCRIBED AS "TRACT SEVEN" IN A WARRANTY DEED RECORDED IN VOLUME 3131, PAGE 210 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS



NORTH

SCALE: 1" = 200'

● = FOUND 5/8" IRON ROD WITH A PLASTIC CAP "KHA"
○ = SET 1/2" IRON ROD WITH CAP "PSC RPLS 6453"

0 200' 400' 600' 800' 1000'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	470.00'	126.82'	126.43'	S. 44°29'05" W.	15°27'49"
C2	530.00'	143.01'	142.57'	S. 44°29'05" E.	15°27'49"

SURVEYOR'S REPORT:

BEARINGS AND COORDINATES SHOWN ON THIS SURVEY ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83 (2012).
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COMBINED SCALE FACTOR = 0.999897192.
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DISTANCES REPORTED HEREON ARE AT GRID DISTANCES.

AREAS REPORTED HEREON ARE BASED ON CALCULATIONS MADE AT GRID DISTANCES.

THIS SURVEY IS SUBJECT TO ANY FACTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH. RECORD DOCUMENTS OTHER THAN THOSE SHOWN MAY AFFECT THIS TRACT.

MONUMENTS INDICATED AS FOUND BY THIS SURVEY ARE NOT "PHYSICAL MONUMENTS OF RECORD DIGNITY" UNLESS SO NOTED.

FOUND MONUMENTS ARE ACCEPTED BY THIS SURVEYOR AS CONTROLLING EVIDENCE DUE TO SUBSTANTIAL AGREEMENT WITH RECORD DOCUMENTS.

THIS PLAT IS INVALID UNLESS IT BEARS THE SURVEYOR'S ORIGINAL SEAL AND SIGNATURE.

LEGAL DESCRIPTION:

A 131.190-ACRE TRACT OF LAND IN SECTION 35, BLOCK 40, T-1-S, T. & P. RAILROAD SURVEY, ABSTRACT NUMBER 378, MIDLAND COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 982.154-ACRE TRACT OF LAND CONVEYED TO CUMBERLAND AND WESTERN RESOURCES, LLC, DESCRIBED AS "TRACT SEVEN" IN A WARRANTY DEED RECORDED IN VOLUME 3131, PAGE 210 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS, SAID 131.190-ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

(1) THENCE NORTH 14 DEGREES 21 MINUTES 01 SECONDS WEST A DISTANCE OF 1127.76 FEET TO A POINT IN A CURVE IN THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF WADLEY AVENUE, IN THE SOUTH LINE OF A 27.25-ACRE TRACT OF LAND CONVEYED TO CWS ROYALE, SW, L.P., DESCRIBED IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN INSTRUMENT 2020-31839 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS, FOR THE NORTHWEST CORNER OF THIS TRACT, WHENCE A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT THE SOUTHWEST CORNER OF SAID 27.25-ACRE TRACT BEARS SOUTH 72 DEGREES 02 MINUTES 05 SECONDS WEST A CHORD DISTANCE OF 89.32 FEET;

(2) THENCE NORTHEASTERLY, ALONG THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF SAID WADLEY AVENUE AND THE SOUTH LINE OF SAID 27.25-ACRE TRACT, AND A CURVE TO THE LEFT, AN ARC DISTANCE OF 919.77 FEET, SAID CURVE HAVING A RADIUS OF 1344.00 FEET, A DELTA ANGLE OF 39 DEGREES 12 MINUTES 39 SECONDS, A CHORD BEARING OF NORTH 50 DEGREES 31 MINUTES 31 SECONDS EAST, AND A CHORD DISTANCE OF 901.93 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(3) THENCE NORTH 30 DEGREES 46 MINUTES 03 SECONDS EAST, ALONG THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF SAID WADLEY AVENUE AND THE SOUTH LINE OF SAID 27.25-ACRE TRACT, A DISTANCE OF 7.15 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(4) THENCE NORTH 36 DEGREES 37 MINUTES 39 SECONDS EAST, ALONG THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF SAID WADLEY AVENUE AND THE SOUTH LINE OF SAID 27.25-ACRE TRACT, A DISTANCE OF 151.02 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(5) THENCE NORTH 30 DEGREES 55 MINUTES 12 SECONDS EAST, ALONG THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF SAID WADLEY AVENUE AND THE SOUTH LINE OF SAID 27.25-ACRE TRACT, A DISTANCE OF 547.07 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(6) THENCE NORTH 75 DEGREES 54 MINUTES 41 SECONDS EAST, ALONG THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF SAID WADLEY AVENUE AND THE SOUTH LINE OF SAID 27.25-ACRE TRACT, A DISTANCE OF 70.75 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION IN THE PROPOSED OUTHWEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 158 AND THE SOUTHWEST LINE OF SAID 27.25-ACRE TRACT, FOR THE NORTHEAST CORNER OF THIS TRACT;

(7) THENCE SOUTH 59 DEGREES 05 MINUTES 24 SECONDS EAST, ALONG THE PROPOSED SOUTHWEST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 158 AND THE SOUTHWEST LINE OF SAID 27.25-ACRE TRACT, A DISTANCE OF 2359.23 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP MARKED "KHA" FOUND AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(8) THENCE NORTH 30 DEGREES 54 MINUTES 36 SECONDS EAST A DISTANCE OF 32.48 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET IN THE EXISTING SOUTHWEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 158, DESCRIBED IN A DEED RECORDED IN VOLUME 329, PAGE 679 OF THE DEED RECORDS OF MIDLAND COUNTY, TEXAS, AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(9) THENCE SOUTH 59 DEGREES 05 MINUTES 45 SECONDS EAST, ALONG THE EXISTING SOUTHWEST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 158, A DISTANCE OF 619.52 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET IN THE NORTHWEST LINE OF A 70-FOOT WIDE WATER PIPELINE EASEMENT CONVEYED TO THE MIDLAND COUNTY FRESH WATER SUPPLY DISTRICT NO. 1, RECORDED IN INSTRUMENT 2013-8956 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF THIS TRACT, SAID POINT HAVING COORDINATES OF NORTHING: 10,695,212.35 AND EASTING: 1,725,004.78, TEXAS COORDINATE SYSTEM, CENTRAL ZONE 4203, NORTH AMERICAN DATUM OF 1983, WHENCE A CONCRETE RIGHT-OF-WAY MONUMENT FOUND IN THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 158 BEARS SOUTH 59 DEGREES 05 MINUTES 45 SECONDS EAST A DISTANCE OF 1199.56 FEET AND A 5/8-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID SECTION 35 BEARS NORTH 75 DEGREES 42 MINUTES 58 SECONDS EAST A DISTANCE OF 1573.63 FEET AND NORTH 14 DEGREES 17 MINUTES 02 SECONDS WEST A DISTANCE OF 3305.23 FEET;

(10) THENCE SOUTH 30 DEGREES 55 MINUTES 12 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID 70-FOOT WIDE WATER PIPELINE EASEMENT, A DISTANCE OF 705.22 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF CURVATURE FOR A CORNER OF THIS TRACT;

(11) THENCE SOUTHWESTERLY, ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 492.38 FEET, SAID CURVE HAVING A RADIUS OF 640.00 FEET, A DELTA ANGLE OF 44 DEGREES 04 MINUTES 48 SECONDS, A CHORD BEARING OF SOUTH 52 DEGREES 57 MINUTES 36 SECONDS WEST, AND A CHORD DISTANCE OF 480.32 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF TANGENCY FOR A CORNER OF THIS TRACT;

(12) THENCE SOUTH 75 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 1543.23 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF INTERSECTION FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THIS TRACT;

(13) THENCE NORTHWESTERLY, ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 269.08 FEET, SAID CURVE HAVING A RADIUS OF 640.00 FEET, A DELTA ANGLE OF 24 DEGREES 05 MINUTES 21 SECONDS, A CHORD BEARING OF NORTH 02 DEGREES 22 MINUTES 40 SECONDS WEST, AND A CHORD DISTANCE OF 267.11 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF TANGENCY FOR A CORNER OF THIS TRACT;

(14) THENCE NORTH 09 DEGREES 40 MINUTES 01 SECONDS EAST A DISTANCE OF 162.07 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF CURVATURE FOR A CORNER OF THIS TRACT;

(15) THENCE NORTHWESTERLY, ALONG A CURVE TO THE LEFT, AN ARC DISTANCE OF 154.99 FEET, SAID CURVE HAVING A RADIUS OF 360.00 FEET, A DELTA ANGLE OF 24 DEGREES 40 MINUTES 01 SECONDS, A CHORD BEARING OF NORTH 02 DEGREES 40 MINUTES 00 SECONDS WEST, AND A CHORD DISTANCE OF 153.79 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF TANGENCY FOR A CORNER OF THIS TRACT;

(16) THENCE NORTH 15 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 29.45 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF INTERSECTION FOR AN ELL CORNER OF THIS TRACT;

(17) THENCE SOUTH 83 DEGREES 04 MINUTES 41 SECONDS WEST A DISTANCE OF 365.47 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

(18) THENCE NORTH 29 DEGREES 59 MINUTES 13 SECONDS WEST A DISTANCE OF 285.71 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP MARKED "PSC RPLS 6453" SET AT A POINT OF INTERSECTION FOR AN ELL CORNER OF THIS TRACT;

(19) THENCE SOUTHWESTERLY, ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 753.93 FEET, SAID CURVE HAVING A RADIUS OF 3639.68 FEET, A DELTA ANGLE OF 11 DEGREES 52 MINUTES 06 SECONDS, A CHORD BEARING OF SOUTH 66 DEGREES 50 MINUTES 21 SECONDS WEST, AND A CHORD DISTANCE OF 752.59 FEET TO THE POINT OF BEGINNING. BEARINGS AND COORDINATES CALLED IN THIS DESCRIPTION ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE 4203, NORTH AMERICAN DATUM OF 1983. CONVERGENCE TO GEODETIC NORTH IS -00 DEGREES 56 MINUTES 45 SECONDS AT A CITY OF MIDLAND MONUMENT WITH COORDINATE VALUES OF NORTHING: 10,693,732.38 AND EASTING: 1,727,308.48, U.S. SURVEY FEET. DISTANCES CALLED IN THIS DESCRIPTION ARE GRID DISTANCES. AREAS REPORTED IN THIS DESCRIPTION ARE BASED ON CALCULATIONS MADE WITH GRID DISTANCES.

THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THE INFORMATION HEREON REPRESENTS THE FINDINGS OF THIS SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SURVEYED: FEBRUARY 05, 2021

SAMUEL WYATT
R.P.L.S. 6453

July 13, 2021

Parkhill
Parkhill.com
TBPELS FIRM REGISTRATION NO. 10194091

PACKET 29.11

Parkhill

A 131.190-ACRE TRACT OF LAND IN SECTION 35, BLOCK 40, T-1-S, T. & P. RR. SURVEY, ABSTRACT NO. 378, MIDLAND COUNTY, TEXAS

A 131.190-acre tract of land in Section 35, Block 40, T-1-S, T. & P. Railroad Survey, Abstract Number 378, Midland County, Texas, being a portion of that certain 982.154-acre tract of land conveyed to Cumberland and Western Resources, LLC, described as "Tract Seven" in a warranty deed recorded in Volume 3131, Page 210 of the Official Public Records of Midland County, Texas, said 131.190-acre tract being further described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set for the most westerly southwest corner of this tract, said beginning point having coordinates of NORTHING: 10,694,434.73 and EASTING: 1,721,572.19, Texas Coordinate System, Central Zone 4203, North American Datum of 1983, whence a 1-inch iron pipe found at the northwest corner of said Section 35 bears *South 75 degrees 43 minutes 03 seconds West* a distance of 185.07 feet and *North 14 degrees 16 minutes 57 seconds West* a distance of 3176.11 feet and the previous location of a 1/2-inch iron rod in a rock mound at the southwest corner of said Section 35 bears *South 75 degrees 43 minutes 03 seconds West* a distance of 185.07 feet and *South 14 degrees 16 minutes 57 seconds East* a distance of 2119.49 feet;

(1) THENCE *North 14 degrees 21 minutes 01 seconds West* a distance of 1127.76 feet to a point in a curve in the proposed southeast right-of-way line of Wadley Avenue, in the south line of a 27.25-acre tract of land conveyed to CWS Royale, SW, L.P., described in a special warranty deed with vendor's lien recorded in Instrument 2020-31839 of the Official Public Records of Midland County, Texas, for the northwest corner of this tract, whence a 5/8-inch iron rod with a plastic cap marked "KHA" found at the southwest corner of said 27.25-acre tract bears *South 72 degrees 02 minutes 05 seconds West* a chord distance of 89.32 feet;

(2) THENCE northeasterly, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, and a curve to the left, an arc distance of 919.77 feet, said curve having a radius of 1344.00 feet, a delta angle of *39 degrees 12 minutes 39 seconds*, a chord bearing of *North 50 degrees 31 minutes 31 seconds East*, and a chord distance of 901.93 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(3) THENCE *North 30 degrees 46 minutes 03 seconds East*, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, a distance of 7.15 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(4) THENCE *North 36 degrees 37 minutes 39 seconds East*, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, a distance of 151.02 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(5) THENCE *North 30 degrees 55 minutes 12 seconds East*, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, a distance of 547.07 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(6) THENCE *North 75 degrees 54 minutes 41 seconds East*, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, a distance of 70.75 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection in the proposed southwest right-of-way line of State Highway 158 and the southwest line of said 27.25-acre tract, for the northeast corner of this tract;

(7) THENCE *South 59 degrees 05 minutes 24 seconds East*, along the proposed southwest right-of-way line of said State Highway 158 and the southwest line of said 27.25-acre tract, a distance of 2359.23 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(8) THENCE *North 30 degrees 54 minutes 36 seconds East* a distance of 32.48 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set in the existing southwest right-of-way line of State Highway 158, described in a deed recorded in Volume 329, Page 679 of the Deed Records of Midland County, Texas, at a point of intersection for a corner of this tract;

(9) THENCE *South 59 degrees 05 minutes 45 seconds East*, along the existing southwest right-of-way line of said State Highway 158, a distance of 619.52 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set in the northwest line of a 70-foot wide water pipeline easement conveyed to the Midland County Fresh Water Supply District No. 1, recorded in Instrument 2013-8956 of the Official Public Records of Midland County, Texas, for the southeast corner of this tract, said point having coordinates of NORTHING: 10,695,212.35 and EASTING: 1,725,004.78, Texas Coordinate System, Central Zone 4203, North American Datum of 1983, whence a concrete right-of-way monument found in the southwest right-of-way line of said State Highway 158 bears *South 59 degrees 05 minutes 45 seconds East* a distance of 1199.56 feet and a 5/8-inch iron rod found at the northeast corner of said Section 35 bears *North 75 degrees 42 minutes 58 seconds East* a distance of 1573.63 feet and *North 14 degrees 17 minutes 02 seconds West* a distance of 3305.23 feet;

(10) THENCE *South 30 degrees 55 minutes 12 seconds West*, along the northwest line of said 70-foot wide water pipeline easement, a distance of 705.22 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of curvature for a corner of this tract;

(11) THENCE southwesterly, along a curve to the right, an arc distance of 492.38 feet, said curve having a radius of 640.00 feet, a delta angle of *44 degrees 04 minutes 48 seconds*, a chord bearing of *South 52 degrees 57 minutes 36 seconds West*, and a chord distance of 480.32 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of tangency for a corner of this tract;

(12) THENCE *South 75 degrees 00 minutes 00 seconds West* a distance of 1543.23 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of intersection for the most southerly southwest corner of this tract;

(13) THENCE northwesterly, along a curve to the right, an arc distance of 269.08 feet, said curve having a radius of 640.00 feet, a delta angle of *24 degrees 05 minutes 21 seconds*, a chord bearing of *North 02 degrees 22 minutes 40 seconds West*, and a chord distance of 267.11 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of tangency for a corner of this tract;

(14) THENCE *North 09 degrees 40 minutes 01 seconds East* a distance of 162.07 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of curvature for a corner of this tract;

(15) THENCE northwesterly, along a curve to the left, an arc distance of 154.99 feet, said curve having a radius of 360.00 feet, a delta angle of *24 degrees 40 minutes 01 seconds*, a chord bearing of *North 02 degrees 40 minutes 00 seconds West*, and a chord distance of 153.79 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of tangency for a corner of this tract;

(16) THENCE *North 15 degrees 00 minutes 00 seconds West*, a distance of 29.45 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of intersection for an ell corner of this tract;

(17) THENCE *South 83 degrees 04 minutes 41 seconds West* a distance of 365.47 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of intersection for a corner of this tract;

(18) THENCE *North 29 degrees 59 minutes 13 seconds West* a distance of 285.71 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of intersection for an ell corner of this tract;

(19) THENCE southwesterly, along a curve to the right, an arc distance of 753.93 feet, said curve having a radius of 3639.68 feet, a delta angle of *11 degrees 52 minutes 06 seconds*, a chord bearing of *South 66 degrees 50 minutes 21 seconds West*, and a chord distance of 752.59 feet to the **POINT OF BEGINNING**. Bearings and coordinates called in this description are based on the Texas Coordinate System, Central Zone 4203, North American Datum of 1983. Convergence to geodetic north is *-00 degrees 56 minutes 45 seconds* at a City of Midland Monument with coordinate values of NORTHING: 10,693,732.38 and EASTING: 1,727,308.48, U.S. Survey Feet. Distances called in this description are grid distances. Areas reported in this description are based on calculations made with grid distances.

SERVICE AGREEMENT

THIS AGREEMENT is made and effective the 10th day of June 2021, by and between the CITY OF MIDLAND, TEXAS, hereinafter called "CITY," and CUMBERLAND & WESTERN RESOURCES, LLC, hereinafter referred to as "PETITIONER" whether one or more. **WHEREAS,** a petition for annexation of a **131.190-acres tract of land, located in Section 35, Block 40, T-1-S, T&P Railroad Company Survey, Midland County, Texas**, said tract being more fully described by metes and bounds therein (the "Area"), has been submitted to CITY by PETITIONER, the owner(s) of the land located in the Area, a copy of which is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, before CITY annexes the Area, CITY and PETITIONER must enter into a written agreement for the provision of services in the Area in accordance with Section 43.0672 of the Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is (1) to list each service CITY will provide in the Area on the effective date of the annexation, (2) to establish a schedule that includes the period within which CITY will provide each service in the Area that is not provided on the effective date of the annexation, and (3) to establish the duty of PETITIONER to pay fees similar to impact fees in the event that CITY has adopted, or adopts in the future, one or more ordinances establishing impact fees. PETITIONER understands and agrees that CITY is not required to provide a service that is not included in this Agreement. PETITIONER further understands and agrees that the execution of this Agreement does not constitute a promise by CITY to annex the Area and that this Agreement is not a permit for purposes of Chapter 245 of the Local Government Code.

ARTICLE II. TERM

The term of this Agreement shall be one year; provided, however, that if CITY annexes the Area within one year from the effective date, the term of this Agreement shall continue until such time when all services described in this Agreement are provided in the Area, and at such time, the Agreement shall terminate and shall be of no further force or effect except for those provisions that expressly survive termination. If CITY does not annex the Area during the term of this Agreement, this Agreement shall terminate and shall be of no further force or effect, and CITY shall have no duty to provide services to the Area.

ARTICLE III. SERVICES TO BE PROVIDED UPON ANNEXATION

CITY will provide the following services in the Area on the date that the ordinance annexing the Area becomes effective:

A. **Engineering:** CITY's Engineering Services Department will maintain streets, drainage facilities, and rights-of-way in accordance with CITY policies, procedures, and ordinances and applicable laws. PETITIONER understands and agrees that PETITIONER may be required to construct public improvements, including but not limited to (i) roadways adjacent to property located in the Area upon platting and (ii) roadway connections to existing facilities in the Area upon issuance of building permits in accordance with applicable laws and ordinances. PETITIONER understands and agrees that the Area will be included in CITY's service area of CITY's drainage utility.

B. **Utilities:** CITY will provide water services and wastewater collection services, upon platting property in the Area, in accordance with the City Code at rates established by ordinances for such services; provided, however, that no such service shall be provided until the public improvements necessary therefor have been constructed and CITY has approved said improvements. PETITIONER understands and agrees that CITY may require PETITIONER to construct such public improvements in accordance with applicable laws and ordinances.

C. **Development:** CITY's Development Services Department will provide planning, land development, land use, building review and inspection, and code enforcement services in accordance with applicable laws, rules, regulations, and ordinances.

D. **Police:** CITY's Police Department will provide emergency and routine call response, traffic enforcement, and law enforcement services in the Area.

E. **Fire:** CITY's Fire Department will provide emergency service for fire protection services and emergency medical services.

F. **Community Services:** CITY's Community Services Department will provide access to services and programs that may be offered by the Health and Senior Services Division, services and programs that may be offered by Animal Services Division, and access to City-owned parks.

G. **Solid Waste:** CITY's Solid Waste Department will provide residential garbage pickup service only. PETITIONER understands and agrees that CITY will not provide garbage pickup services to new commercial developments.

Regarding the services described above, PETITIONER understands and agrees that CITY will provide a level of services that is comparable to the level of services available in other parts of the City of Midland with topography, land use, and population density similar to those reasonably contemplated or projected for the Area. PETITIONER understands and acknowledges that any CITY departments or divisions identified above may change names or be reorganized. Any reference to a specific CITY department or division also includes any subsequent CITY department or division that will provide the same or similar services.

ARTICLE IV. IMPACT FEES

A. **Fees to be assessed and collected.** Except as otherwise described herein, if CITY has adopted, or adopts in the future, one or more ordinances establishing impact fees in accordance with Chapter 395 of the Local Government Code, CITY shall assess and collect fees associated with the development of the Area as described for impact fees in the applicable impact fee ordinance(s) (the "Fees").

B. **Service areas.** For purposes of assessing and collecting Fees for water and wastewater under this Agreement, the Area is deemed to be located within CITY's capital improvements plan service area therefor. For the purpose of assessing and collecting Fees for roadways under this Agreement, the Area is deemed to be located in CITY's capital improvements plan roadway service area(s) immediately adjacent thereto; provided, however, that if the Area is not located immediately adjacent to a roadway service area and is located immediately adjacent to a tract of land that is associated with an agreement regarding fees similar to the Fees in this Agreement, the Area is deemed to be located in the roadway service area(s) specified in such similar agreement associated with the adjacent tract of land.

C. **Capital improvements and facility expansions.** For purposes of this Agreement, a capital improvement or facility expansion that will serve the Area shall be deemed to be included in CITY's capital improvements plan if:

   a. said capital improvement or facility expansion is substantially similar to a type of capital improvement or facility expansion identified in CITY's capital improvements plan; or

   b. said capital improvement or facility expansion is an extension of a capital improvement or facility expansion identified in CITY's capital improvements plan.

D. **Time of assessment.** Fees shall be assessed at the time of recordation of a final plat of any portion of the Area, at the time the Area is annexed, or on the effective date(s) of the applicable impact fee ordinance(s), whichever is later.

E. **Time of collection.** CITY shall collect the Fees from PETITIONER at the time of issuance of a building permit. PETITIONER acknowledges and agrees that no building permit or certificate of occupancy shall be issued until PETITIONER has paid the applicable Fees.

F. **Amendment to land use assumptions, capital improvements plan, or impact fees.** Notwithstanding any provision in this Agreement to the contrary, if CITY amends its land use assumptions, capital improvements plan, or impact fees such that PETITIONER would be required to pay impact fees, CITY shall assess and PETITIONER shall pay the applicable impact fees in accordance with the applicable impact fee ordinance(s), as amended; provided, however, that to the extent CITY assesses applicable Fees for service units under this Agreement, PETITIONER shall pay such Fees in accordance with this Agreement and shall not be required to pay the applicable impact fees for the same service units.

G. **Article to survive termination.** If CITY annexes the Area within one year from the

effective date, the provisions of this Article shall survive termination of this Agreement.

ARTICLE V. GOVERNMENTAL IMMUNITY

By executing this agreement CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE VI. RELEASE

NOTWITHSTANDING ANY OTHER PROVISIONS, PETITIONER HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH PETITIONER HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, CITY'S NEGLIGENCE, OR CLAIMS UNDER CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE VII. ATTORNEYS' FEES

In the event of any conflict between the parties hereto such that either party brings or commences any legal action or proceeding related to this Agreement, including but not limited to any action pursuant to the provisions of the Texas Uniform Declaratory Judgments Act (Tex. Civ. Prac. & Rem. Code §37.001, et seq., as amended), the parties hereto agree to waive any and all rights to recovery of attorneys' fees to which the prevailing party might otherwise be entitled.

BY EXECUTING THIS AGREEMENT, THE PARTIES AGREE TO WAIVE AND DO HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM EITHER PARTY HAS OR MAY HAVE IN THE FUTURE AGAINST THE OTHER PARTY, SPECIFICALLY AND SOLELY REGARDING THE AWARD OF ATTORNEYS' FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. THE PARTIES SPECIFICALLY AGREE THAT IF A PARTY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING

RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE PARTY BRINGING THE ACTION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEYS' FEES TO WHICH THE PARTY MIGHT OTHERWISE BE ENTITLED.

THE PARTIES AGREE THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. EACH PARTY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. THE PARTIES FURTHER ACKNOWLEDGE AND AGREE THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND PETITIONER. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT. PETITIONER AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE VIII. GENERAL PROVISIONS

A. **Governing law and venue.** This Agreement shall be governed by the laws of the State of Texas. All performance made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. The provisions of this Article VIII.A. shall survive termination of this Agreement.

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

follows:

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

If to PETITIONER: Cumberland & Western Resources LLC
735 E. Venice Avenue, Suite 200
Venice, Florida 34285

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

C. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

D. **Use of language.** Words in the singular shall be held to include the plural, unless the context otherwise requires.

E. **Amendments, modifications, alterations.** No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

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

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

supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, PETITIONER'S failure to comply with the requirements herein shall perpetually bar PETITIONER'S claim for damages under Chapter 271 of the Texas Local Government Code and Section 311.034 of the Texas Government Code, regardless of whether CITY has actual or constructive notice or knowledge of said claim or alleged damages. The provisions of this Article VIII.G. shall survive termination of this agreement. **PETITONER AGREES THAT THE REQUIREMENTS OF THIS ENTIRE AGREEMENT ARE REASONABLE.**

H. **Covenants run with the land.** The provisions of this Agreement are covenants that run with the land located in the Area. CITY and PETITIONER agree that this Agreement may be recorded in the deed records of the county in which the Area is located. CITY and PETITIONER acknowledge and agree that this Agreement is binding upon CITY and PETITIONER and their respective successors, executors, heirs, and assigns, as applicable. The provisions of this Article VIII.H. shall survive termination of this Agreement.

EXECUTED the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

PETITIONER:

By: _____

Name: Greg Bettinson

Title: Manager

STATE OF Florida §

§

COUNTY OF Sarasota §

BEFORE ME, the undersigned authority, on this 4th day of June, 2021 personally appeared, Greg Bettinson, an officer of Cumberland Hotel, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4 day of June, 2021.

_____

Notary Public, State of Florida

NOTARY PUBLIC STATE OF FLORIDA

ELISE J. DURANCEAU
Commission # HH 082709
Expires March 8, 2025
Bonded Thru Budget Notary Services

EXHIBIT "A" TO SERVICE AGREEMENT

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) "A" (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, Cambridge Westland Resources, LLC ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Signature of Owner or Owner's Authorized Representative

Greg Bettinger

Printed Name

Manager

Title

THE STATE OF Florida §

§

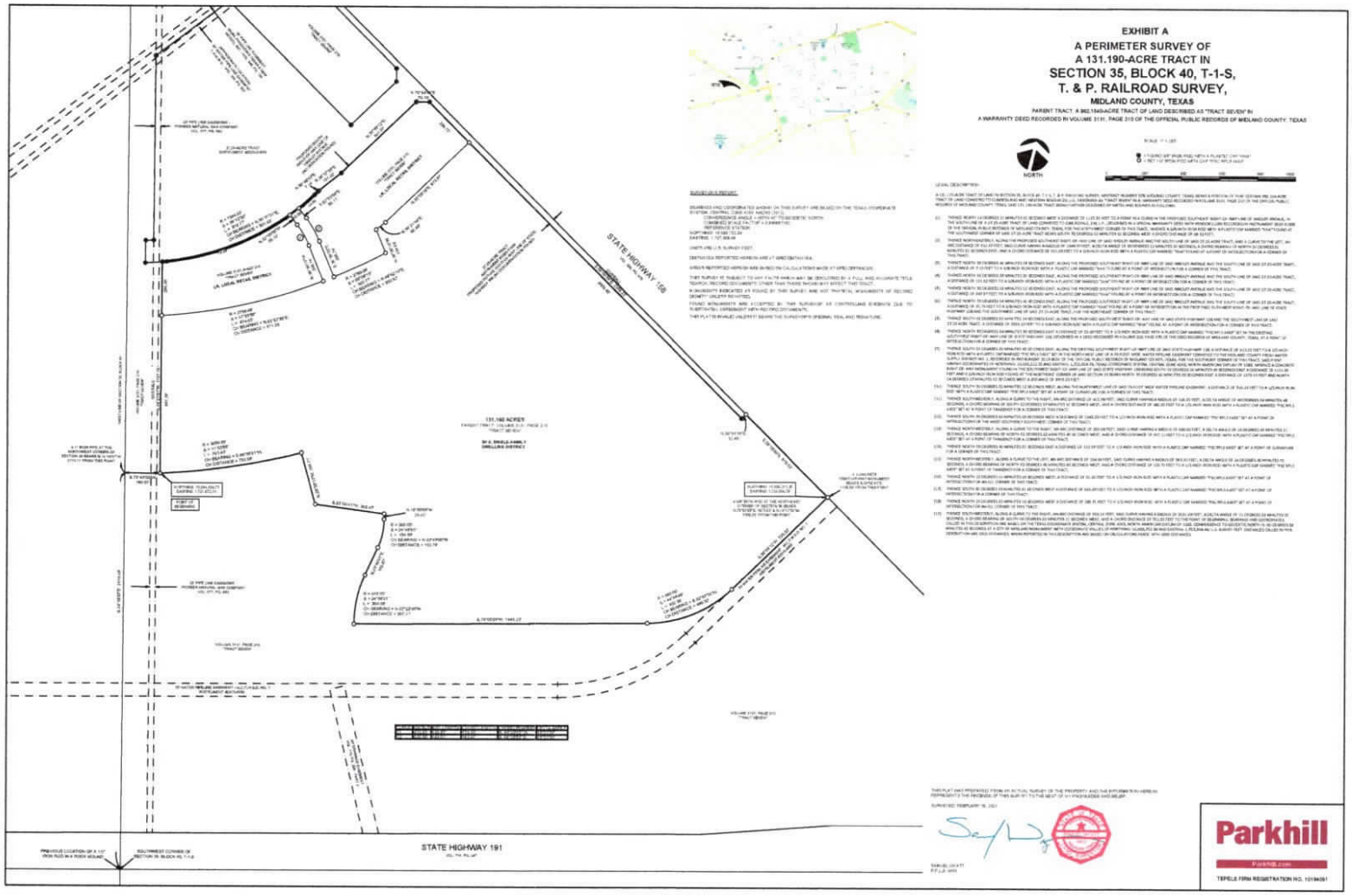
COUNTY OF Sarasota §

This instrument was acknowledged before me on the 10 day of May, 2021, by Greg Bettinger in the capacity herein stated.

MY COMMISSION EXPIRES

Notary Public, State of FL

ELISE J. DURANCEAU
Commission # HH 082709
Expires March 8, 2025
Bonded Thru Budget Notary Services


EXHIBIT A
A PERIMETER SURVEY OF
A 131.190-ACRE TRACT IN
SECTION 35, BLOCK 40, T-1-S,
T. & P. RAILROAD SURVEY,
MIDLAND COUNTY, TEXAS
NORTH
STATE HIGHWAY 158
STATE HIGHWAY 191
131.190 ACRES
Parkhill

Parkhill

CONTINUATION OF EXHIBIT A

A 131.190-ACRE TRACT OF LAND IN SECTION 35, BLOCK 40, T-1-S, T. & P. RR. SURVEY, ABSTRACT NO. 378, MIDLAND COUNTY, TEXAS

A 131.190-acre tract of land in Section 35, Block 40, T-1-S, T. & P. Railroad Survey, Abstract Number 378, Midland County, Texas, being a portion of that certain 982.154-acre tract of land conveyed to Cumberland and Western Resources, LLC, described as "Tract Seven" in a warranty deed recorded in Volume 3131, Page 210 of the Official Public Records of Midland County, Texas, said 131.190-acre tract being further described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set for the most westerly southwest corner of this tract, said beginning point having coordinates of NORTHING: 10,694,434.73 and EASTING: 1,721,572.19, Texas Coordinate System, Central Zone 4203, North American Datum of 1983, whence a 1-inch iron pipe found at the northwest corner of said Section 35 bears *South 75 degrees 43 minutes 03 seconds West* a distance of 185.07 feet and *North 14 degrees 16 minutes 57 seconds West* a distance of 3176.11 feet and the previous location of a 1/2-inch iron rod in a rock mound at the southwest corner of said Section 35 bears *South 75 degrees 43 minutes 03 seconds West* a distance of 185.07 feet and *South 14 degrees 16 minutes 57 seconds East* a distance of 2119.49 feet;

(1) THENCE *North 14 degrees 21 minutes 01 seconds West* a distance of 1127.76 feet to a point in a curve in the proposed southeast right-of-way line of Wadley Avenue, in the south line of a 27.25-acre tract of land conveyed to CWS Royale, SW, L.P., described in a special warranty deed with vendor's lien recorded in Instrument 2020-31839 of the Official Public Records of Midland County, Texas, for the northwest corner of this tract, whence a 5/8-inch iron rod with a plastic cap marked "KHA" found at the southwest corner of said 27.25-acre tract bears *South 72 degrees 02 minutes 05 seconds West* a chord distance of 89.32 feet;

(2) THENCE northeasterly, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, and a curve to the left, an arc distance of 919.77 feet, said curve having a radius of 1344.00 feet, a delta angle of *39 degrees 12 minutes 39 seconds*, a chord bearing of *North 50 degrees 31 minutes 31 seconds East*, and a chord distance of 901.93 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(3) THENCE *North 30 degrees 46 minutes 03 seconds East*, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, a distance of 7.15 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(4) THENCE *North 36 degrees 37 minutes 39 seconds East*, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, a distance of 151.02 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(5) THENCE *North 30 degrees 55 minutes 12 seconds East*, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, a distance of 547.07 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(6) THENCE *North 75 degrees 54 minutes 41 seconds East*, along the proposed southeast right-of-way line of said Wadley Avenue and the south line of said 27.25-acre tract, a distance of 70.75 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection in the proposed southwest right-of-way line of State Highway 158 and the southwest line of said 27.25-acre tract, for the northeast corner of this tract;

(7) THENCE *South 59 degrees 05 minutes 24 seconds East*, along the proposed southwest right-of-way line of said State Highway 158 and the southwest line of said 27.25-acre tract, a distance of 2359.23 feet to a 5/8-inch iron rod with a plastic cap marked "KHA" found at a point of intersection for a corner of this tract;

(8) THENCE *North 30 degrees 54 minutes 36 seconds East* a distance of 32.48 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set in the existing southwest right-of-way line of State Highway 158, described in a deed recorded in Volume 329, Page 679 of the Deed Records of Midland County, Texas, at a point of intersection for a corner of this tract;

(9) THENCE *South 59 degrees 05 minutes 45 seconds East*, along the existing southwest right-of-way line of said State Highway 158, a distance of 619.52 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set in the northwest line of a 70-foot wide water pipeline easement conveyed to the Midland County Fresh Water Supply District No. 1, recorded in Instrument 2013-8956 of the Official Public Records of Midland County, Texas, for the southeast corner of this tract, said point having coordinates of NORTHING: 10,695,212.35 and EASTING: 1,725,004.78, Texas Coordinate System, Central Zone 4203, North American Datum of 1983, whence a concrete right-of-way monument found in the southwest right-of-way line of said State Highway 158 bears *South 59 degrees 05 minutes 45 seconds East* a distance of 1199.56 feet and a 5/8-inch iron rod found at the northeast corner of said Section 35 bears *North 75 degrees 42 minutes 58 seconds East* a distance of 1573.63 feet and *North 14 degrees 17 minutes 02 seconds West* a distance of 3305.23 feet;

(10) THENCE *South 30 degrees 55 minutes 12 seconds West*, along the northwest line of said 70-foot wide water pipeline easement, a distance of 705.22 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of curvature for a corner of this tract;

(11) THENCE southwesterly, along a curve to the right, an arc distance of 492.38 feet, said curve having a radius of 640.00 feet, a delta angle of *44 degrees 04 minutes 48 seconds*, a chord bearing of *South 52 degrees 57 minutes 36 seconds West*, and a chord distance of 480.32 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of tangency for a corner of this tract;

(12) THENCE *South 75 degrees 00 minutes 00 seconds West* a distance of 1543.23 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of intersection for the most southerly southwest corner of this tract;

(13) THENCE northwesterly, along a curve to the right, an arc distance of 269.08 feet, said curve having a radius of 640.00 feet, a delta angle of *24 degrees 05 minutes 21 seconds*, a chord bearing of *North 02 degrees 22 minutes 40 seconds West*, and a chord distance of 267.11 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of tangency for a corner of this tract;

(14) THENCE *North 09 degrees 40 minutes 01 seconds East* a distance of 162.07 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of curvature for a corner of this tract;

(15) THENCE northwesterly, along a curve to the left, an arc distance of 154.99 feet, said curve having a radius of 360.00 feet, a delta angle of *24 degrees 40 minutes 01 seconds*, a chord bearing of *North 02 degrees 40 minutes 00 seconds West*, and a chord distance of 153.79 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of tangency for a corner of this tract;

(16) THENCE *North 15 degrees 00 minutes 00 seconds West*, a distance of 29.45 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of intersection for an ell corner of this tract;

(17) THENCE *South 83 degrees 04 minutes 41 seconds West* a distance of 365.47 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of intersection for a corner of this tract;

(18) THENCE *North 29 degrees 59 minutes 13 seconds West* a distance of 285.71 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set at a point of intersection for an ell corner of this tract;

(19) THENCE southwesterly, along a curve to the right, an arc distance of 753.93 feet, said curve having a radius of 3639.68 feet, a delta angle of *11 degrees 52 minutes 06 seconds*, a chord bearing of *South 66 degrees 50 minutes 21 seconds West*, and a chord distance of 752.59 feet to the **POINT OF BEGINNING**. Bearings and coordinates called in this description are based on the Texas Coordinate System, Central Zone 4203, North American Datum of 1983. Convergence to geodetic north is *-00 degrees 56 minutes 45 seconds* at a City of Midland Monument with coordinate values of NORTHING: 10,693,732.38 and EASTING: 1,727,308.48, U.S. Survey Feet. Distances called in this description are grid distances. Areas reported in this description are based on calculations made with grid distances.

MIDLAND
Planning Division

Annexation/Initial Zoning Application

Project Number: A-21-0026

Case Number: Z-21-0228

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: D.R. Horton, Inc		Phone ( ) Email	
Address 6751 North Freeway	City Fort Worth	State Texas	Zip 76131

Property Owner Printed Name: Cumberland & Western Resources LLC		Phone ( ) Email	
Address 2200 Lapsley Lane	City Bowling Green	State KY	Zip 42103

Representative *(if different from Applicant or Property Owner)* Firm: Parkhill Printed Name: Josh Wallender (Proj # 4534.21)		Phone (432) 697-1447 Email jwallender @parkhill.com	
Address 1700 W Wall Street	City Midland	State Texas	Zip 79701

Street Address: See Attached metes and bounds

Legal Description
Lot: Block: Subdivision:

Current Zoning: N/A

Proposed Zone: SF-3 & LR
(List by tracts if more than one district is requested)

Reason for Annexation/Zone Change Request: New Residential Subdivision

Present Use of Property: Vacant

Proposed Use of Property: Residential

How would this annexation/zone change affect the public health, safety and welfare? It will provide additional housing and development of the community.

Describe how this annexation/zone change will affect adjacent properties: It will improve access and utilization of the surrounding properties

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date:
Applicant (printed):	
Property Owner (signature):	Date: 5/10/21
Property Owner (printed) : GREG BETTERTON	

The Annexation/Initial Zoning shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Josh Wallender who, being by me duly sworn, upon oath says: That (s)he is authorized by Cumberland + Western, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 14 day of May, 2021, to certify which witness my hand and seal of office.

SHERI MULLINS
My Notary ID # 8145198
Expires October 10, 2022

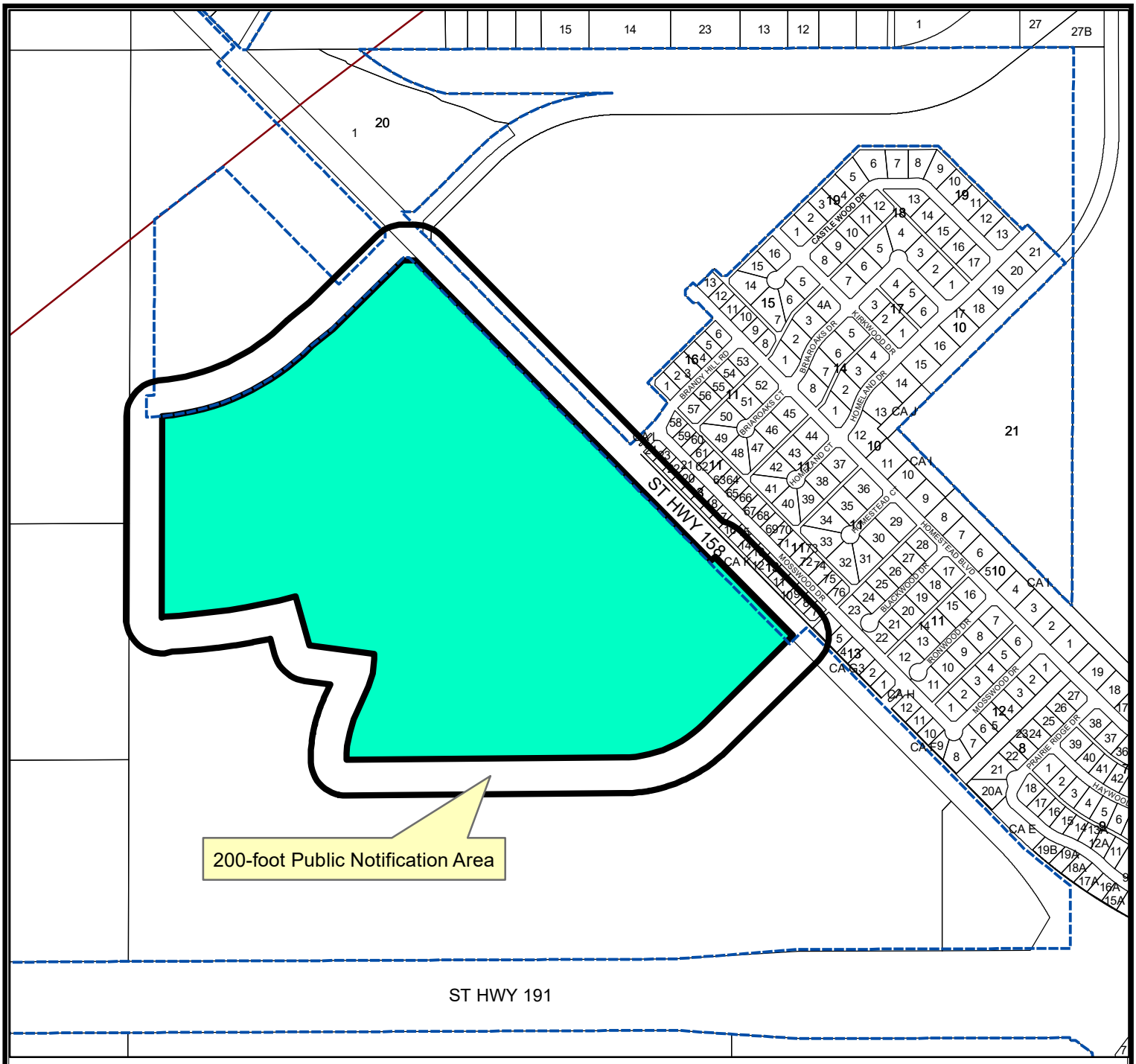
Sheri Mullins

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☐ Property Owner Authorization	☐ Metes and Bounds (Sealed by Surveyor)
☐ Application Fee	☐ Files in Digital Format (PDF/JPEG)
Check #_____	☐ Petition
Received By:	Date:

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

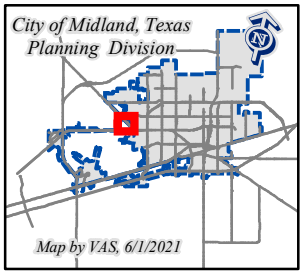
Z-21-0228 **Scale: 1" = 800'**

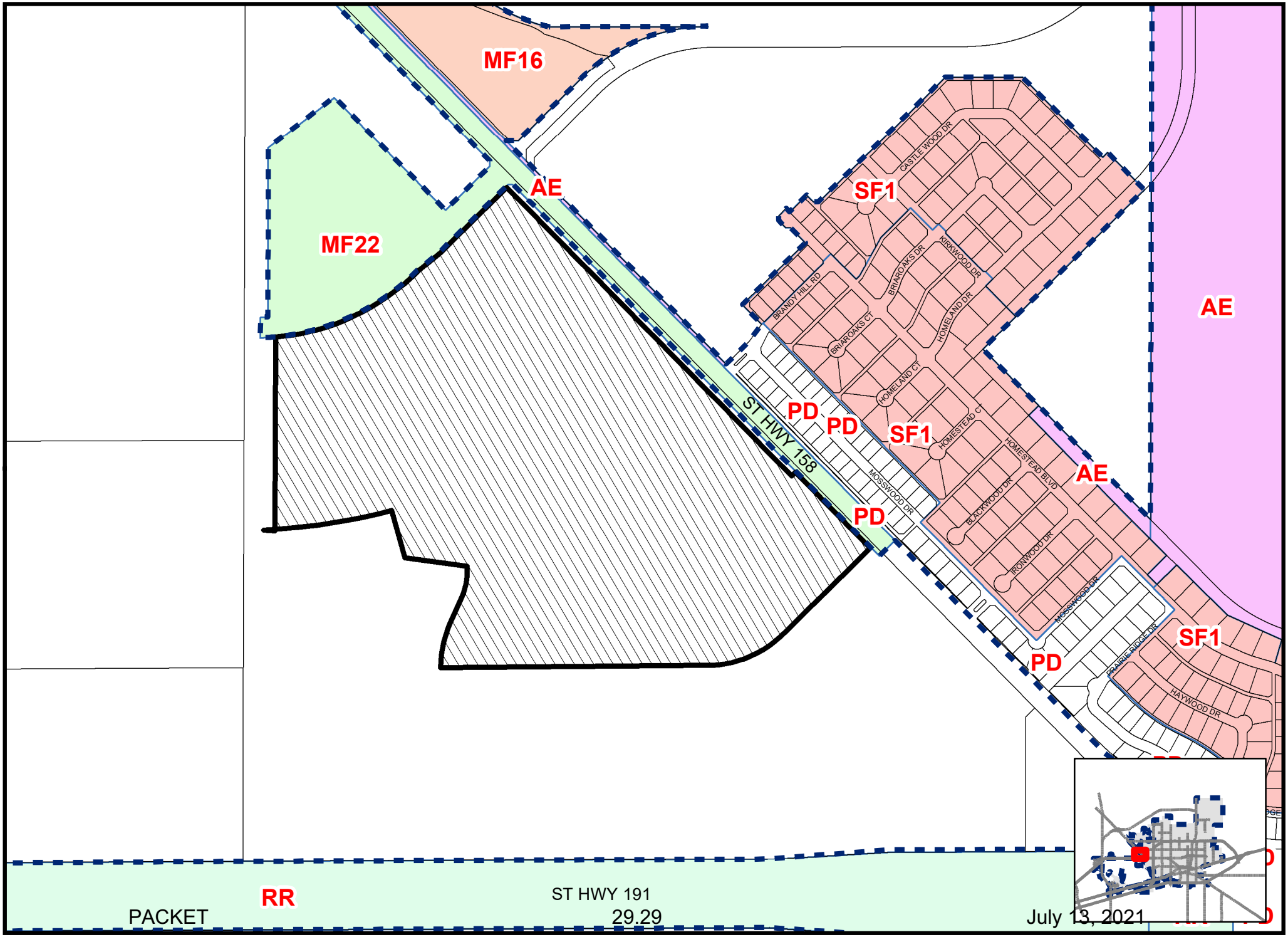
Consider a request for the initial zoning of a 131.190-acres tract of land located in Section 35, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas.

Generally located on the west side of State Highway 158, approximately 1,001 feet north of State Highway 191. (Extraterritorial Jurisdiction)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS





Map By VAS, 6/10/2021

Z-21-0228

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2020: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

RECEIVED
JUN 2 1 2021
BY: .....

MIDLAND
Planning Division

CUMBERLAND & WESTERN
RESOURCES LLC
2200 LAPSLEY LN
BOWLING GREEN KY 42103

PUBLIC NOTICE

The **Planning and Zoning Commission** of the City of Midland, Texas, will hold a public hearing at **3:30 p.m.** on **Monday, June 21, 2021,** in the Council Chamber, City Hall, 300 N. Loraine, Midland, TX 79701 and via video conference, on a request by **D.R. Horton, Inc.,** for the **Initial Zoning** of the following described property:

LEGAL DESCRIPTION: A 131.190-acre tract of land located in Section 35, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas.

LOCATION: Generally located on the west side of State Highway 158, approximately 1,001 feet north of State Highway 191. (Extraterritorial Jurisdiction)

PROPOSED ZONING:

From: No Current Zoning
To: SF-3 Single-Family Dwelling District in part and LR, Local Retail District in part.

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request X **Comments:** Request consideration of a minimum SF2 zoning to be more closely aligned with existing housing in the area.
Required Information:

Misty Clary — Property Owner's Signature
Misty Clary — Printed Name
6805 Mosswood Dr. — Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 25
Date Mailed: June 11, 2021
Case Number: Z-21-0228
Case Name: D.R. Horton Annexation
VAS Planner's Initials

Cristina Odenborg Burns
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland, at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989.

Video Conference information can be found on the City of Midland's website:
http://www.midlandtexas.gov/9671/PrimeGov-Meetings

RECEIVED
JUN 2 2 2021

BY: .....

MIDLAND
Planning Division

RATTLER MIDSTREAM LLC
500 W TEXAS AVE
MIDLAND TX 79701

PUBLIC NOTICE

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LOCATION: Generally located on the west side of State Highway 158, approximately 1,001 feet north of State Highway 191. (Extraterritorial Jurisdiction)

PROPOSED ZONING:

From: No Current Zoning
To: SF-3, Single-Family Dwelling District in part and LR, Local Retail District in part.

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request ✓ **Comments:** Not in agreement to re-zone

Required Information:

Traci Thompson — Property Owner's Signature

Traci Thompson — Printed Name

6703 Mosswood Dr. Midland, Tx 79707 — Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 25
Date Mailed: June 11, 2021
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http://www.midlandtexas.gov/9671/PrimeGov-Meetings









City Council Meeting

Item Number: 30

Meeting Date: July 13, 2021

To: City Council / City Manager

From: Joseph Marynak, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 3,000-SQUARE FOOT PORTION OF LOT 1A, BLOCK 2, GRANDRIDGE PARK ADDITION, SECTION 7, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF THE INTERSECTION OF HOLIDAY HILL ROAD AND NORTH LOOP 250 WEST), WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A SHOPPING CENTER, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Alvaro Reyes Jr., is requesting a Specific Use Designation with Term for the sale of all alcoholic beverages, for on premises consumption, in a restaurant for Don Tomas Café located at 3415 N. Loop 250 West, Suite 203.

Recommended City Council Action:

Approve

Fiscal Impact:

Processing this request does not require any City funds.

Discussion:

Current Zoning:

PD, Planned District for a Shopping Center. (Ordinance 9481)

Surrounding Zoning and Land Use:

The property to the north and west are zoned SF-1, Single Family Dwelling District, and the location of baseball fields. The properties to the south and east are zoned PD, Planned District for a Shopping Center, and RR, Regional Retail District and the locations of Lowe's and a bowling alley.

Analysis:

The property is located in a PD, Planned District for a Shopping Center, governed by Ordinance 9481, which has an underlying zoning of RR, Regional Retail District. This zoning district permits the sale and on premises consumption of alcoholic beverages in a restaurant with the approval of a Specific Use Designation with Term.

Don Tomas Café is located at 3415 N. Loop 250 West, Suite 203, and does not currently have a Specific Use Designation for sale and on premises consumption of alcoholic beverages. The serviceable area will have a maximum indoor floor area of 1,500 square feet. The site currently has adequate parking and restroom facilities. The current hours of operation are the following:

Tuesday through Saturday, 6:00 a.m. to 11:00 p.m.

The applicant is requesting alcohol service hours as the following:

Tuesday through Saturday, 11:00 a.m. to 11:00 p.m.

Per Midland City Code 5.4.4. –Prohibited place of business

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public school, public school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no churches, private schools, public schools, public school grounds, athletic stadium, public hospital within 300 feet measurement along the property lines of the street fronts, and from the front door in a direct line across intersection where they occur within this site.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No objections.

Engineering: (Approved)

No objections.

Transportation: (Approved)

No objection to zone change.

Building Code: (Approved)

The SUD for Don Tomas is acceptable. The property must adhere to the current maximum occupant load of 100 persons. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning:

The request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, “Encourage the development of places where Midland residents can gather and socialize to build connections” (Tall City Tomorrow page 137). Don Tomas Cafe will create a vibrant atmosphere where residents can feel relaxed and enjoy alcoholic beverages with their food.

This request was recommended for approval at the June 7, 2021 Planning and Zoning Commission meeting.

This request meets all requirements; therefore, staff recommends approval of the request of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to Condition A through E.

Conditions:

A. That the serviceable area of the restaurant shall be limited to approximately 1,500 square feet as shown in Exhibit “A”, which is attached hereto and incorporated herein for all purposes.

B. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

C. That the establishment shall meet all requirements of the Fire Department and Code Administration.

D. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.

E. That the days and hours of alcoholic beverages sales and consumption shall be limited to:

Tuesday through Saturday, from 11:00 a.m. to 11:00 p.m.

Letters of Objection:

As of July 7, 2021, staff has not received any letters of objection.

Attachments:

Floor Plan (Exhibit A)
Ordinance 9481
Application
Maps

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 3,000-SQUARE FOOT PORTION OF LOT 1A, BLOCK 2, GRANDRIDGE PARK ADDITION, SECTION 7, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF THE INTERSECTION OF HOLIDAY HILL ROAD AND NORTH LOOP 250 WEST), WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A SHOPPING CENTER, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for a 3,000-square foot portion of Lot 1A, Block 2, Grandridge Park Addition, Section 7, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a restaurant (the "Establishment") for on-premises consumption, together with the uses permitted in the present PD, Planned District for a Shopping Center.

SECTION TWO. That the Property shall be subject to the following conditions and

restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 1,500 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 Tuesday through Saturday from 11:00 a.m. to 11:00 p.m.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

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

Council members voting "AYE":

Council members voting "NAY":

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

Council members voting "AYE":

Council members voting "NAY":

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

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

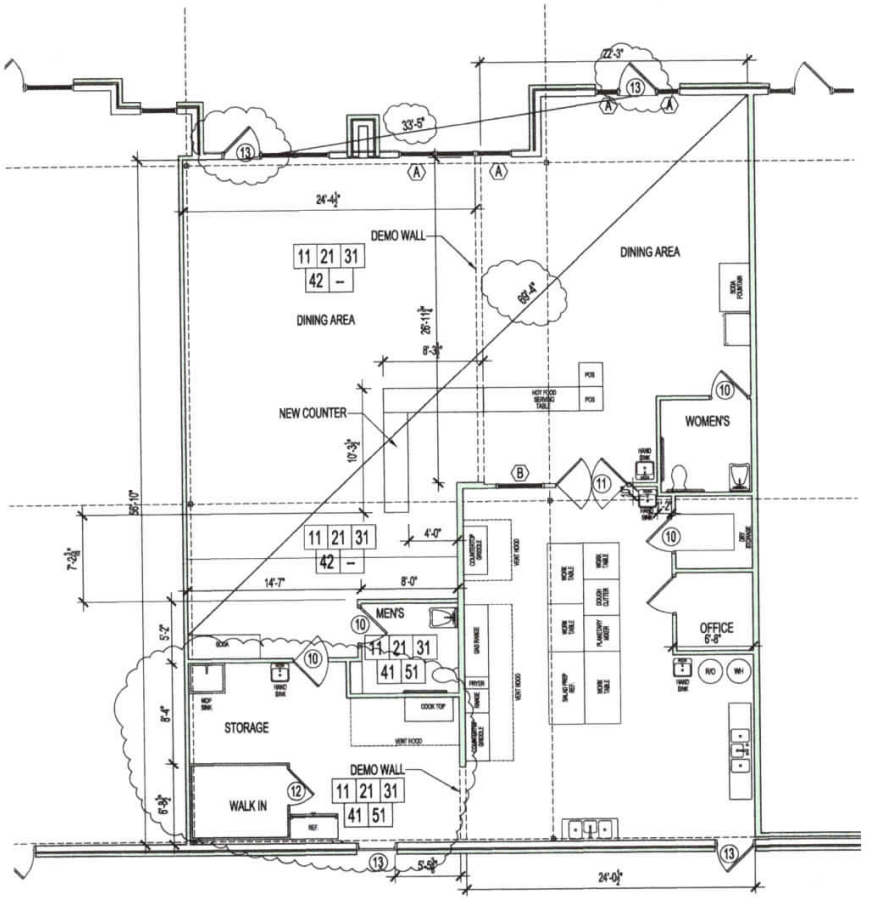
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"



A FLOOR PLAN
A-2.0 SCALE: 1/4" = 1'-0"

FINISH SCHEDULE

FLOOR
WALLS
BASE
CEILING
CEILING HEIGHT

10	20	30	40	50	60

NOTES

FLOORS
11. STAINED CONCRETE

WALLS
21. GYPBOARD - TAPE, BED, TEXTURE, & PAINT COLOR(S) TO BE SELECTED

BASE
31. RUBBER BASE

CEILING
41. GYPBOARD - TAPE, BED, TEXTURE, & PAINT COLOR(S) TO BE SELECTED
42. RUSTIC TIN

CEILING HEIGHT
51. 10' - 0" A.F.F.

FINISH NOTES
61. PREPARE SURFACES AS REQUIRED TO RECEIVE SCHEDULED FINISHES
62. ALL FINISH MATERIALS, COLORS, TEXTURES, ETC., TO BE SELECTED AND APPROVED BY OWNER PRIOR TO PURCHASE. PROVIDE PHYSICAL SAMPLES WHERE SPECIFIED
63. PREPARE AND PAINT ALL INTERIOR SURFACES WHICH DO NOT RECEIVE OTHER APPLIED FINISH
64. PROVIDE BRUSH OUT OF PAINT COLORS (10' X 10' AREA) FOR APPROVAL
65. FINISHES AT STORAGE CLOSETS TO MATCH ADJACENT ROOMS (UNLESS OTHERWISE INDICATED
66. CERAMIC TILE TO BE THIN SET WITH GROUT COLOR AS SELECTED BY OWNER

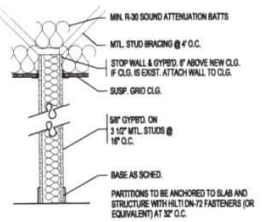
FINISH SCHEDULE

(10) DOOR
(A) WINDOW
60 NOTES

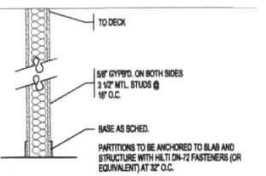
DOOR
(10) 3' - 0" X 6' - 8" X 1 3/4" HOLLOW CORE DOOR IN METAL FRAME
(11) 6' - 0" X 6' - 8" X 1 3/4" HOLLOW CORE DOUBLE SALOON DOORS IN METAL FRAME
(12) PRE FABRICATED WALK IN DOOR
(13) EXISTING DOOR

WINDOW
(A) EXISTING WINDOW
(B) 4' - 0" X 56' - 0" 6' - 8" HEAD HEIGHT

FINISH NOTES
VERIFY ROUGH OPENINGS FOR ALL DOORS AND WINDOWS



WALL - TYPE - INTERIOR
N.T.S. FIRE RATING NONE
INSUL. WALLS & CLG. W/ SOUND ATTENUATION BATTS WHERE INDICATED



WALL - TYPE - FIRE PARTITION
N.T.S. 1 HR FIRE RATING
INSUL. WALLS & CLG. W/ SOUND ATTENUATION BATTS WHERE INDICATED

General Notes

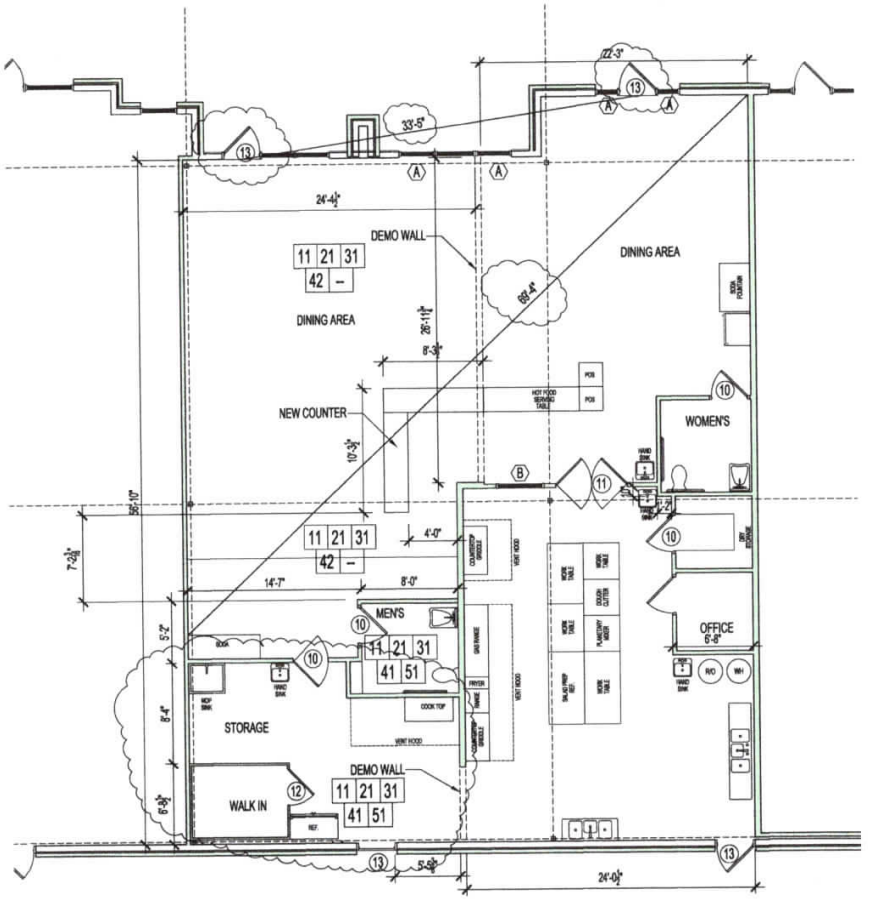
1	FINAL PLAN	08/12/18
2	REVISIONS	03/14/19

DESIGNERS CONSULTANTS INSPECTORS
Chad Walters
432-352-0788
chad@midland-dci.com
www.midland-dci.com

DOS TOMAS CAFE
ADDITION
3415 N LOOP 250
MIDLAND, TEXAS

6 7
A-1.0

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A FLOOR PLAN
A-2.0 SCALE: 1/4" = 1'-0"

FINISH SCHEDULE

FLOOR
WALLS
BASE
CEILING
CEILING HEIGHT

10 20 30 40 50 60 NOTES

FLOORS
11. STAINED CONCRETE

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21. GYPBOARD - TAPE, BED, TEXTURE, & PAINT COLOR(S) TO BE SELECTED

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31. RUBBER BASE

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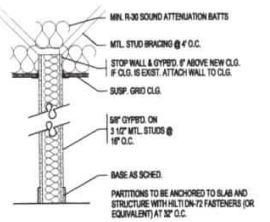
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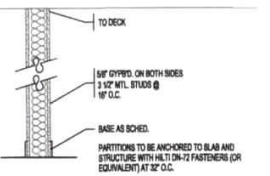
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N.T.S. 1 HR FIRE RATING
INSUL. WALLS & CLG. W/ SOUND ATTENUATION BATTS WHERE INDICATED

General Notes

1	FINAL PLAN	08/12/19
2	REVISIONS	03/14/19

DESIGNERS CONSULTANTS INSPECTORS
Chad Walters
432-352-0788
chad@midland-dci.com
www.midland-dci.com

DOS TOMAS CAFE
ADDITION
3415 N LOOP 250
MIDLAND, TEXAS

6 7
A-1.0

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MIDLAND Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: SUD-21-0100

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)*		Phone (432) 254-2680	
Printed Name: Alvaro Reyes Jr		Email Mabel1977@hotmail.com	
Address 6002 Pedernales Dr	City Midland	State TX	Zip 79707

Property Owner		Phone (432) 940-5155	
Printed Name: Borgata Partners LLC		Email jmorrow.office@gmail.com	
Address 3501 N Industrial Ave	City Midland	State TX	Zip 79703

Representative *(if different from Applicant or Property Owner)*		Phone ( )	
Firm: _____		Email	
Printed Name:			
Address	City	State	Zip

Street Address: 3415 N. Loop 250 W. Ste. 203

Business Name: Don Tomás Café, LLC

Legal Description
Lot: Block: Subdivision:

Current Zoning:

Reason for Request: Would like to offer alcohol with a meal.

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: restaurant (cafe)

Proposed/Current Days and Hours of Operation: Tuesday - Saturday, 6am - 11pm

Proposed Days and Hours of Alcohol Service: Tuesday - Saturday 11Am - 11pm

Total Square Footage of Business: 3,000

Square Footage of Alcohol Serviceable Area: 1500

Restroom Fixtures:				
	Men	**Toilets/Urinals:** 1/0	**Bathroom Sinks** 1	
	Women	**Toilets:** 1	**Bathroom Sinks:** 1	

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature): Alvaro Reyes Jr Date: 3/24/21

Applicant (printed): Alvaro Reyes Jr

Property Owner (signature): John H Paugh Date: 4.19.21

Property Owner (printed): John H Paugh

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

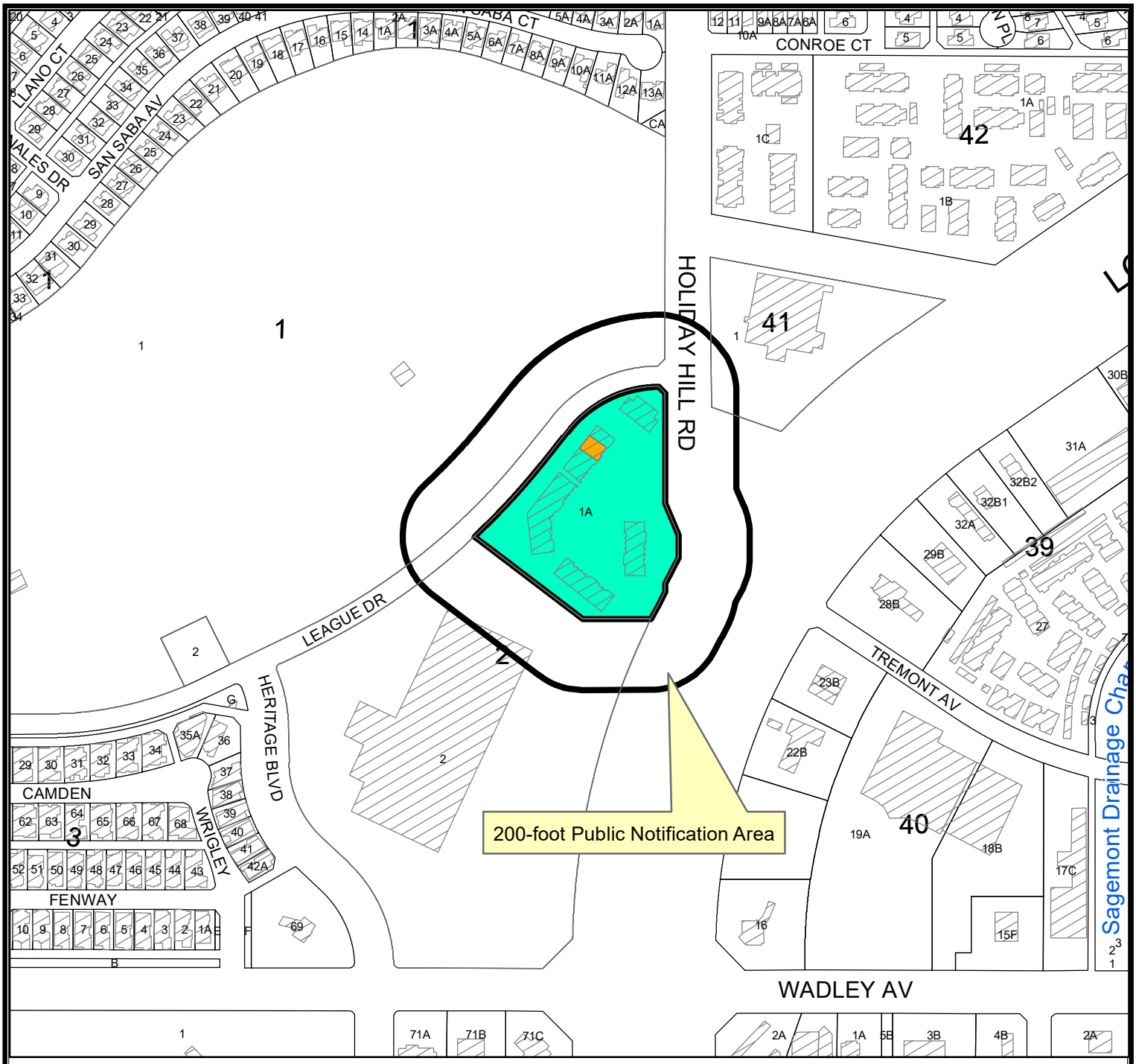
_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY	
☒ Property Owner Authorization	☐ Dimensioned Floor Plan
☒ Application Fee	☒ Site Plan
Check # 2007	☒ Plans in Digital Format (PDF/JPEG) will email today 4/26
Received By: KM	Date: 4/26

RECEIVED
APR 26 2021
BY: KM

Application will not be considered for scheduling until reviewed by a planner.



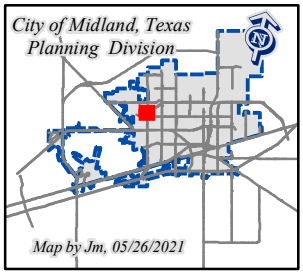
LOCATION MAP

SUD-21-0100 **Scale: 1" = 400'**

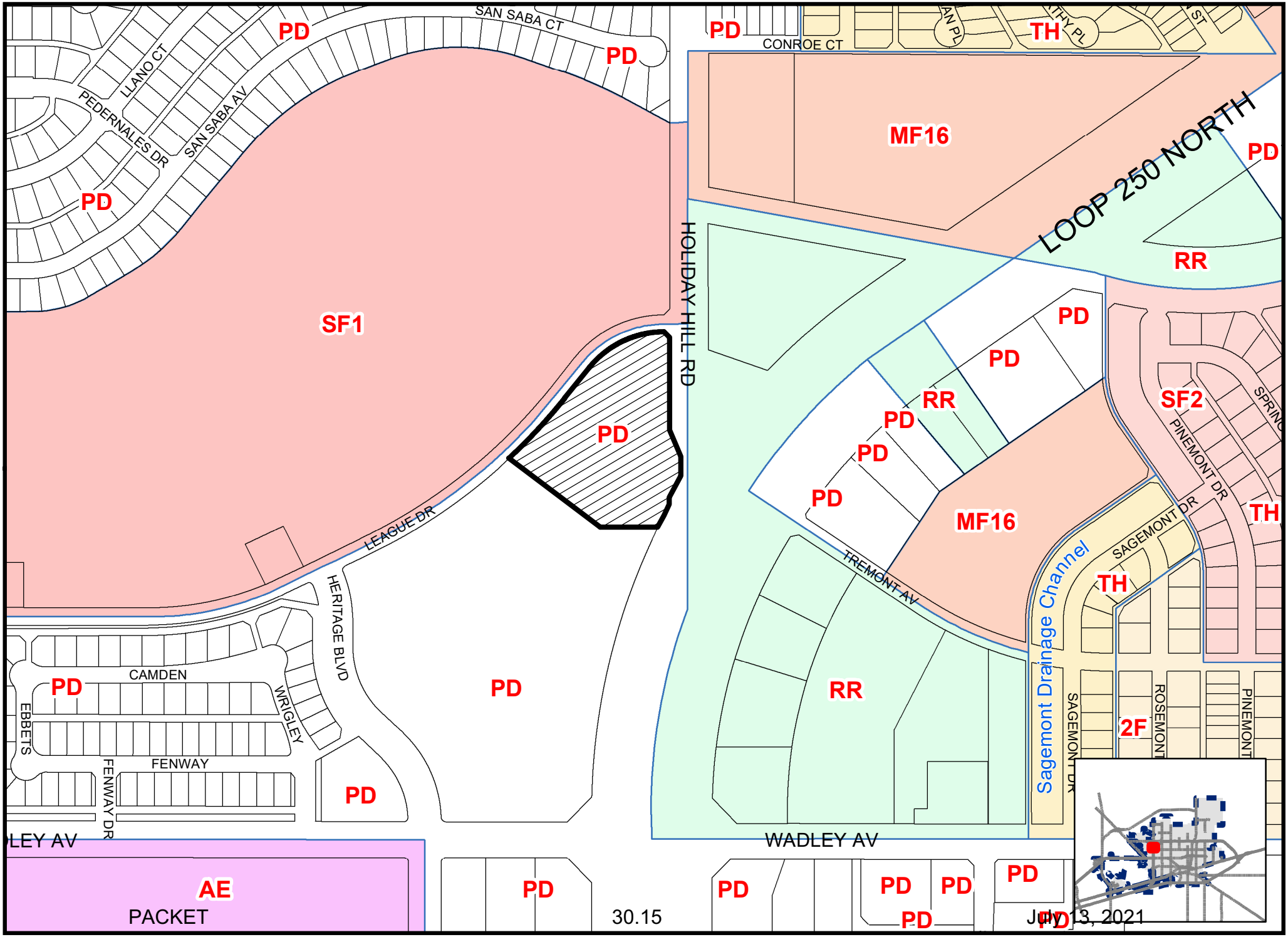
Hold a public hearing and consider a request by Alvaro Reyes Jr. for a Specific Use Designation with Term for the sale of all alcoholic beverages for on-premises consumption, in a restaurant, on a 3,000 square foot portion of Lot 1A, Block 2, Grandridge Park Addition, Section 7, City and County of Midland, Texas. (Generally located on the west side of the intersection of Holiday Hill Road and North Loop 250 West. Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



July 13, 2021



Map By Jm, 05/26/2021

SUD-21-0100

Scale: 1" = 400'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

ORDINANCE NO. 9481

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING LOT 1A, BLOCK 2, GRANDRIDGE PARK ADDITION, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A SHOPPING CENTER, TO BE USED AS AN AMENDED PLANNED DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF THE INTERSECTION OF HOLIDAY HILL ROAD AND NORTH LOOP 250 WEST); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of "Planned Districts" under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the creation of an Amended 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 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned PD, Planned District for a Shopping Center, and it shall be used as an Amended Planned District, said property being described as follows:

Lot 1A, Block 2, Grandridge Park Addition, Section 6, City and County of Midland, Texas.

SECTION TWO. That said property shall be subject to the following special

conditions and restrictions:

1. That the use and development of this property shall conform to the restrictions and conditions listed in Midland City Ordinance Nos. 9191 and 9443 except as stated below.

2. That this property shall significantly conform to the revised site plan, which is attached hereto and incorporated herein as Exhibit "A".

SECTION THREE. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FOUR. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FIVE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SIX. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on

first reading, the 22nd day of September, A.D., 2015; and passed to second reading on motion of Council member Robnett, seconded by Council member Lacy, by the following vote:

Council members voting "AYE": Hotchkiss, Sparks, Morales, Dufford, Lacy, Robnett

Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Sparks, seconded by Council member Love, on the 6th day of October, A.D., 2015, at a regular meeting of the City Council:

Council members voting "AYE": Hotchkiss, Love, Sparks, Morales, Lacy Robnett

Council members voting "NAY": None

PASSED AND APPROVED THIS 6th day of October, A.D., 2015.

Jerry F. Morales, Mayor

ATTEST:

Amy M. Turner, City Secretary

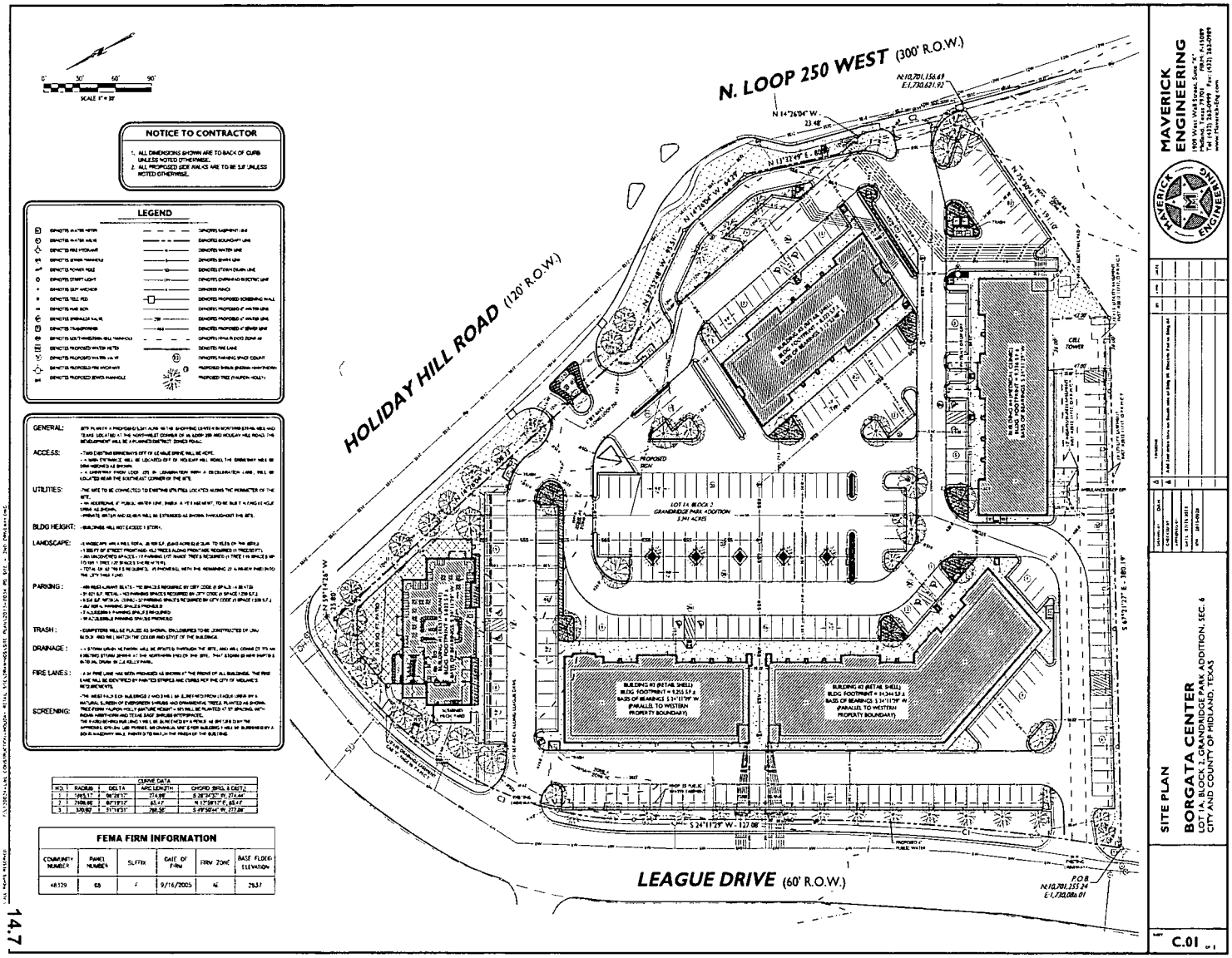
APPROVED AS TO CONTENT
AND COMPLETENESS:

Frank Salvato, Assistant City Manager

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

John Ohmemiller, City Attorney



14.7

EXHIBIT A


BOWL


17-7


TEA GO
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City Council Meeting

Item Number: 31

Meeting Date: July 13, 2021

To: City Council / City Manager

From: Joseph Marynak, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 57.55-ACRE TRACT OF LAND OUT OF SECTION 1, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART MH, MANUFACTURED HOUSING DISTRICT, IN PART, AND BP, I-20 BUSINESS PARK, IN PART, TO PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, OFFICE CENTER, AND SHOPPING CENTER (GENERALLY LOCATED ON THE NORTH SIDE OF EAST INTERSTATE 20, APPROXIMATELY 530 FEET EAST OF SOUTH LAMESA 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)

Purpose:

The applicant, Landgraf, Crutcher, & Associates, is requesting a zone change to PD, Planned Development District for a Housing Development, Office Center, and Shopping Center on a 57.55-acre tract of land located in Section 1, Block 39, T-2-S, T & P RR Co. Survey, City and County of Midland, Texas, to develop a mixed-use development.

Recommended City Council Action:

Approve

Fiscal Impact:

Processing this request does not require any City funds.

Discussion:

Current Zoning:

MF-16, Multiple Family Dwelling District, in part; MH, Manufactured Housing District, in part; and BP, I-20 Business Park, in part.

Surrounding Zoning and Land Use:

The property to the north is zoned MF-16, Multiple Family Dwelling District and the location of an apartment complex. The property to the east is zoned LI, Light Industrial, in part; and BP, I-20 Business Park, in part, and the location of an industrial business. The properties to the south are zoned BP, I-20 Business Park and RR, Regional Retail District and the locations of a pump jack and vacant land. The property to the west is zoned MF-22, Multiple-Family Dwelling District and the location of an apartment complex that is currently under construction.

Analysis:

The applicant is requesting this zone change to develop a mixed use development in an area east of South Lamesa Road between Latta Street and Interstate 20. This property is currently raw land and is zoned a variety of residential and nonresidential zoning districts. The applicant, Landgraf Crutcher & Associates, is requesting a zone change to PD, Planned Development District for a Housing Development, Office Center, and Shopping Center to adopt a guiding site plan for this unique development. If approved, the development will need to conform to the adopted site plan, and other regulations and standards required by the Zoning Ordinance.

The site will consist of a mix of uses including office, retail, hotel, single-family residential, townhomes, multi-family residential, and a school. This development would integrate with the neighboring apartment complex to the west and is in the process of being platted to reflect this integration.

This proposed zone change has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Engineering: (Approved)

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Code: (Approved)

There are two permitted wells to the south operated by Permian Deep Rock-a 500 ft. radius needs to be identified on the plat from the well locations. It appears the radius will clip the South end of this plat. The wells are the McClurg B#1 & A#1. LCA should be familiar with these wells and process from experience in this area. Any occupied residential/commercial building permits inside the 500 ft. radius would require a variance to the permitted well from the City Council. A variance would have to be presented to the City Council by the City Building Official. A letter of endorsement/support to approved distance from the Operator would be helpful but not required.

Transportation: (Approved)

Access spacing will be required to adhere to the TxDOT Access Management Standards along the state highway.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Planning:

This proposed development fits with Chapter 3, An Integrated Land Use Vision, Future Land Use Map of the Tall City Tomorrow comprehensive plan as this area calls for Employment Reserve uses. This designation calls for multi-family housing when integrated with holistic development. As the proposed planned district integrates a myriad of uses, it is in conformance with the guiding principles of this designation.

This development also aligns with several other aspects of the Tall City Tomorrow Plan. Principle 5 of Chapter 3, requests planning for community amenities such as parks and open space to support “community activity, personal interaction a sense of place, and ultimately a sense of ownership in the community.” Additionally, Principle 8 of the same chapter requests that land use policies and regulations support the creation of more balanced neighborhoods, which include “a variety of housing options, access to open space, and contain activity centers such as parks…”Chapter 9 of the Tall City Tomorrow Plan also seeks to keep us aware of the need for parks and recreational development as Midland continues to expand. Goal 1 of Chapter 9 seeks to provide park facilities accessible to the growing population, nothing that “Midland’s historic trend has been to focus on the need for housing and commercial needs

during growth periods without the consideration of additional open space needs. This development fits all of these goals and principles by creating a community with integrated uses, pedestrian friendly streets, and plenty of park and open space areas for residents to recreate in.

The proposed parking spots are 9 feet by 18 feet as noted in Section 4.1.1.2 of the Regulating Plan and Development Standards. According to Section 6.02.B.2 of the City of Midland Zoning Ordinance, parking spaces shall not be less than 9 feet by 20 feet in all zoning districts.

This request was recommended for approval at the June 7, 2021 Planning and Zoning Commission meeting.

Therefore, staff recommends approval of this zone change, subject to conditions A through E.

Conditions:

A. That the use and development of this property shall conform to the regulations of the TH, Townhouse District except as stated below.

B. That the development of this property shall significantly conform to the Section 3.1 the Regulating Plan (Exhibit B) and Section 4.0 Summary of Frontage Types (Exhibit C) of the Regulating Plan and Development Standards.

C. That the landscaping shall significantly conform to the standards outlined in Section 8.0 Landscaping Standards (Exhibit D) of the Regulating Plan and Development Standards.

D. That the lighting shall significantly conform to the standards outlined in Section 11.0 Lighting Standards (Exhibit E) of the Regulating Plan and Development Standards except that all exterior lighting shall be composed of light emitting diodes (LEDs).

E. That the signs shall significantly conform to the standards outlined in Section 12.0 Signage Standards (Exhibit F) of the Regulating Plan and Development Standards.

Letters of Objection:

Staff has not received any letters of objection as of July 7, 2021.

Attachments:

Metes and Bounds (Exhibit A)
Section 3.1 Regulating Plan (Exhibit B)
Section 4.0 Summary of Frontage Types (Exhibit C)
Section 8.0 Landscape Standards (Exhibit D)
Section 11.0 Lighting Standards (Exhibit E)
Section 12.0 Signage Standards (Exhibit F)
Regulating Plan and Development Standards
Application

Maps

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 57.55-ACRE TRACT OF LAND OUT OF SECTION 1, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART MH, MANUFACTURED HOUSING DISTRICT, IN PART, AND BP, I-20 BUSINESS PARK, IN PART, TO PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, OFFICE CENTER, AND SHOPPING CENTER (GENERALLY LOCATED ON THE NORTH SIDE OF EAST INTERSTATE 20, APPROXIMATELY 530 FEET EAST OF SOUTH LAMESA ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning a 57.55-acre tract of land out of Section 1, Block 39, T-2-S, T&P RR Co. Survey, 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 PD, Planned Development District for a Housing Development, Office Center, and Shopping Center and adopting a site plan therefor, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from MF-16, Multiple-Family Dwelling District, in part MH, Manufactured Housing District, in part, and BP, I-20 Business Park, in part, to PD, Planned Development District for a Housing Development, Office Center, and Shopping

Center.

SECTION TWO. That the base zoning district to which the use and development of the Property shall conform, except as modified by Section Three of this ordinance, is the TH, Townhouse (Attached) Dwelling District.

SECTION THREE. That a site plan, attached hereto as Exhibits "B" and "C" 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 development and use of the Property shall significantly conform to the site plan attached hereto as Exhibits "B" and "C".

B. That the landscaping shall significantly conform to the standards set out in Exhibit "D", which is attached hereto and incorporated herein for all purposes.

C. That the lighting shall significantly conform to the standards set out in Exhibit "E", which is attached hereto and incorporated herein for all purposes, except that all exterior lighting shall be composed of light emitting diodes.

D. That the signs shall significantly conform to the standards set out in Exhibit "F", which is attached hereto and incorporated herein for all purposes.

SECTION FOUR. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FIVE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION SIX. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section,

subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SEVEN. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION EIGHT. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

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

Council members voting "AYE":

Council members voting "NAY":

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

Council members voting "AYE":

Council members voting "NAY":

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

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING

lca@lcaodessa.com
521 N. Texas Ave. • Odessa, Texas 79761
(432) 332-5058 or 580-8812 • Fax (432) 332-8812
Engineering Firm# 001363 • Surveying Firm# 10034300

METES & BOUNDS DESCRIPTION
OF A 57.55-ACRE TRACT
LOCATED IN SECTION 1, BLOCK 39, T-2-S
T&P RR CO. SURVEY
MIDLAND COUNTY, TEXAS

BEING A 57.55-ACRE REMAINDER OF THAT CERTAIN 101.49-ACRE TRACT AS DESCRIBED IN DOCUMENT NO. 2010-4195 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS, IN SECTION 1, BLOCK 39, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT (Y=10,688,784.49' & X= 1,762,775.17') A 3/8" IRON ROD WITH CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT) FOUND AT THE NORTHEAST CORNER OF LOT 1 BLOCK 1 TAHOE LAKES ADDITION, AS RECORDED IN CABINET I, PAGE 190 OF THE MIDLAND COUNTY PLAT RECORDS AND ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF THE CURVED SOUTH RIGHT-OF-WAY LINE OF LATTA STREET AS DESCRIBED IN DOCUMENT NO. 2008-22815 OF SAID OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS HAVING A RADIAL BEARING OF NORTH 37°19'47" WEST;

THENCE ALONG SAID CURVE TO THE LEFT IN A NORTHEASTERLY DIRECTION, HAVING A RADIUS LENGTH OF 330.00 FEET, A DELTA ANGLE OF 33°32'10", AN ARC LENGTH OF 193.15 FEET, A CHORD LENGTH OF 190.41 FEET BEARING NORTH 35°54'06" EAST TO A ½" IRON ROD WITH PLASTIC CAP MARKED "LCA ODESSA TX" SET AT THE POINT OF TANGENCY;

THENCE NORTH 19°08'00" EAST WITH THE SOUTH RIGHT-OF-WAY OF SAID LATTA STREET, A DISTANCE OF 195.48 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT A POINT OF CURVATURE OF A CURVE TO THE LEFT;

THENCE ALONG SAID CURVE TO THE LEFT IN A NORTHEASTERLY DIRECTION, HAVING A RADIUS LENGTH OF 330.00 FEET, A DELTA ANGLE OF 23°09'45", AN ARC LENGTH OF 133.41 FEET, A CHORD LENGTH OF 132.50 FEET BEARING NORTH 07°33'08" EAST TO A ½" IRON ROD WITH PLASTIC CAP MARKED "LCA ODESSA TX" SET FOR THE POINT OF TANGENCY;

THENCE NORTH 04°01'57" WEST WITH THE EASTERN RIGHT-OF-WAY OF SAID LATTA STREET, A DISTANCE OF 24.19 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT THE POINT OF CURVATURE OF A CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE TO THE RIGHT IN A NORTHEASTERLY DIRECTION, HAVING A RADIUS LENGTH OF 295.00 FEET, A DELTA ANGLE OF 23°10'30", AN ARC LENGTH OF 119.32 FEET, A CHORD LENGTH OF 118.51 FEET BEARING NORTH

07°33'31" EAST TO A ½" IRON ROD WITH PLASTIC CAP MARKED "LCA ODESSA TX" SET FOR THE POINT OF TANGENCY;

THENCE NORTH 19°04'24" EAST WITH THE EAST RIGHT-OF-WAY OF SAID LATTA STREET, A DISTANCE OF 36.38 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX SET AT THE WEST CORNER OF THAT CERTAIN 7.53-ACRE TRACT CURRENTLY IN THE NAME OF MIDLAND COUNTY ON THE EAST RIGHT-OF-WAY LINE OF SAID LATTA STREET, WHENCE A 3/8" IRON ROD (CONTROL MONUMENT) FOUND AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF SAID LATTA STREET AND THE SOUTHERN RIGHT-OF-WAY OF E. TAYLOR AVENUE BEARS NORTH 19°03'10" EAST, A DISTANCE OF 300.00 FEET;

THENCE SOUTH 71°05'09" EAST WITH THE SOUTHERN LINE OF SAID 7.53-ACRE TRACT, A DISTANCE OF 467.02 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" FOUND AT AN ELL CORNER OF THIS SURVEY AND THE NORTHERNMOST CORNER OF THAT CERTAIN 5.57-ACRE TRACT AS DESCRIBED IN DOCUMENT NO. 2014-17375 OF SAID OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY TEXAS;

THENCE SOUTH 23°20'09" WEST WITH A WEST LINE OF SAID 5.57-ACRE TRACT, A DISTANCE OF 48.93 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT A POINT OF DEFLECTION OF THIS SURVEY:

THENCE SOUTH 71°08'48" EAST WITH A SOUTH LINE OF SAID 5.57-ACRE TRACT, A DISTANCE OF 152.80 FEET TO A FOUND 3/8" IRON ROD (CONTROL MONUMENT);

THENCE SOUTH 23°29'35" WEST WITH A WEST LINE OF SAID 5.57-ACRE TRACT, A DISTANCE OF 300.87 FEET TO A 3/8" IRON ROD FOUND AT THE SOUTHERNMOST WEST CORNER OF SAID 5.57-ACRE TRACT AND AN ELL CORNER OF THIS SURVEY;

THENCE SOUTH 71°49'04" EAST WITH THE SOUTHERN LINE OF SAID 5.57-ACRE TRACT, A DISTANCE OF 570.74 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT THE NORTH CORNER OF THAT CERTAIN 4.92-ACRE TRACT AS DESCRIBED IN DOCUMENT NO. 2010-12057 OF SAID OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY TEXAS AND A POINT OF DEFLECTION OF THIS SURVEY;

THENCE SOUTH 23°35'54" WEST WITH THE WESTERN LINE OF SAID 4.92-ACRE TRACT, A DISTANCE OF 363.93 FEET TO A ½" IRON ROD (CONTROL MONUMENT) FOUND AT THE WEST CORNER OF SAID 4.92-ACRE TRACT AND AN ELL CORNER OF THIS SURVEY;

THENCE SOUTH 72°30'41" EAST, WITH THE SOUTH LINE OF SAID 4.92-ACRE TRACT, A DISTANCE OF 627.03 FEET TO A ½" IRON ROD FOUND AT THE SOUTH CORNER OF SAID 4.92-ACRE TRACT, THE NORTH CORNER OF THAT CERTAIN 2.15-ACRE TRACT AS DESCRIBED IN VOLUME 1817, PAGE 300 OF THE DEED RECORDS OF MIDLAND COUNTY TEXAS AND AN ELL CORNER OF THIS SURVEY;

THENCE SOUTH 19°04'38" WEST WITH THE WESTERN LINE OF SAID 2.15-ACRE TRACT, A DISTANCE OF 269.33 FEET TO A ½" IRON ROD FOUND AT THE WEST CORNER OF SAID 2.15-ACRE TRACT AND AN ELL CORNER OF THIS SURVEY;

THENCE SOUTH 73°48'45" EAST WITH THE SOUTHERN LINE OF SAID 2.15-ACRE TRACT, A DISTANCE OF 157.05 FEET TO A ½" IRON ROD FOUND AT THE

NORTHWEST CORNER OF THAT CERTAIN 1.01-ACRE TRACT AS DESCRIBED IN SAID VOLUME 1817 PAGE 300 OF SAID MIDLAND COUNTY DEED RECORDS FOR AN ELL CORNER OF THIS SURVEY;

THENCE SOUTH 08°35'01" EAST WITH THE WESTERN LINE OF SAID 1.01-ACRE TRACT, A DISTANCE OF 293.86 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT THE SOUTHWEST CORNER OF SAID 1.01-ACRE TRACT ON THE NORTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 20 FOR THE EASTERNMOST SOUTHEAST CORNER OF THIS SURVEY;

THENCE SOUTH 70°34'45" WEST WITH THE NORTH RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY 20, A DISTANCE OF 899.28 FEET TO A TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) CONCRETE MONUMENT WITH A BRASS DISK (CONTROL MONUMENT) FOR THE POINT OF CURVATURE OF A CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE TO THE RIGHT IN A SOUTHWESTERLY DIRECTION, HAVING A RADIUS LENGTH OF 11,309.20 FEET, A DELTA ANGLE OF 04°59'56", AN ARC LENGTH OF 986.68 FEET, A CHORD LENGTH OF 986.37 FEET BEARING SOUTH 73°03'27" WEST TO A TXDOT CONCRETE MONUMENT WITH BRASS DISK AT THE POINT OF TANGENCY;

THENCE SOUTH 75°34'27" WEST WITH THE NORTH RIGHT-OF-WAY OF SAID INTERSTATE HIGHWAY 20, A DISTANCE OF 192.73 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT THE SOUTHEAST CORNER OF THAT CERTAIN 3.30-ACRE TRACT AS DESCRIBED IN VOLUME 1198 PAGE 204 OF SAID MIDLAND COUNTY DEED RECORDS FOR THE WESTERNMOST SOUTHWEST CORNER OF THIS SURVEY;

THENCE NORTH 14°32'03" WEST WITH THE EAST LINE OF SAID 3.30-ACRE TRACT, A DISTANCE OF 242.05 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT A POINT OF CURVATURE;

THENCE ALONG SAID CURVE TO THE LEFT IN A NORTHWESTERLY DIRECTION, HAVING A RADIUS LENGTH OF 18.61 FEET, A DELTA ANGLE OF 89°59'12", AN ARC LENGTH OF 29.23 FEET, A CHORD LENGTH OF 26.32 FEET BEARING NORTH 59°31'38" WEST TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT) FOUND AT THE POINT OF TANGENCY;

THENCE NORTH 75°41'32" EAST, A DISTANCE OF 349.07 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX SET AT THE POINT OF DEFLECTION OF THIS TRACT;

THENCE NORTH 14°33'23" WEST, A DISTANCE OF 173.46 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX SET AT THE POINT OF DEFLECTION OF THIS TRACT;

THENCE SOUTH 75°37'36" WEST, A DISTANCE OF 45.07 FEET A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIAL BEARING OF NORTH 83°54'09" EAST;

THENCE ALONG SAID CURVE TO THE RIGHT IN A NORTHWESTERLY DIRECTION, HAVING A RADIUS LENGTH OF 530.00 FEET, A DELTA ANGLE OF 27°47'11", AN ARC

LENGTH OF 257.03 FEET, A CHORD LENGTH OF 254.52 FEET BEARING NORTH 07°47'45" EAST TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT THE END OF THIS CURVE;

THENCE NORTH 21°41'20" EAST, A DISTANCE OF 522.76 FEET TO 3/8" IRON ROD SET AT THE POINT OF CURVATURE OF A CURVE TO THE LEFT;

THENCE ALONG SAID CURVE TO THE RIGHT IN A NORTHWESTERLY DIRECTION, HAVING A RADIUS LENGTH OF 556.30 FEET, A DELTA ANGLE OF 44°23'54", AN ARC LENGTH OF 431.07 FEET, A CHORD LENGTH OF 420.37 FEET BEARING NORTH 00°30'36" WEST TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT THE POINT OF TANGENCY;

THENCE NORTH 22°42'31" WEST, DISTANCE OF 86.39 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT AN ELL CORNER OF THIS TRACT;

THENCE SOUTH 32°04'31" WEST, DISTANCE OF 61.92 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT AN ELL CORNER OF THIS TRACT;

THENCE NORTH 42°34'20" WEST, DISTANCE OF 168.30 FEET TO THE POINT OF THE BEGINNING CONTAINING 57.55 SURFACE ACRES.

BEARINGS, DISTANCES AND COORDINATES ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM, 1983 NAD, CENTRAL ZONE, BASED ON THE CITY OF MIDLAND GPS CONTROL MONUMENT "LAM 20" (Y=10,686,841.66' AND X=1,761,908.42'', ELEVATION = 2775.01 NAVD 29) WITH A THETA ANGLE OF -00°53'17" WITH A COMBINED GRID FACTOR OF 0.999893673 AS PUBLISHED IN US SURVEY FEET.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTEREST IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTEREST IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

LCA

JOHN F. LANDGRAF, RPLS 2410
27 May 2021



LCA PROJECT NO. 2021-001

EXHIBIT "B"

Section 3.1
The Regulating Plan

LEGEND

FRONTAGE TYPES

F1	(Section 4.1) Type F1:	Main Street Commercial
F2	(Section 4.2) Type F2:	Live/Work
F3	(Section 4.3) Type F3:	Townhouse
F4	(Section 4.4) Type F4:	Side Yard House
F5	(Section 4.5) Type F5:	Education / Civic

STREET TYPES

MS-78	Main Street 78' R.O.W.
BVD-VAR	Boulevard Variable R.O.W.
CS-65	Commercial Street 65' R.O.W.
CS-60	Commercial Street 60' R.O.W.
US-50	Urban Street 50' R.O.W.
US-45	Urban Street 45' R.O.W.
US-40	Urban Street 40' R.O.W.
CL-20	Commercial Alley 20' Access Easement
AL-20	Residential Alley 20' Access Easement

PUBLIC OPEN SPACE

PL	Plaza
SQ	Square
GR	Green
GB	Greenbelt
P	Park



NORTH

0 300' 600' 900'

PACKET
31.14
July 13, 2021

EXHIBIT "C"

Section 4.0

Summary of Frontage Types

Complete detailed requirements of Frontage Types can be found in Sections 4.1 through 4.5

FRONTAGES	F1 (See Section F1) Main Street Commercial	F2 (See Section F2) Live/Work	F3 (See Section F3) Townhouse	F4 (See Section F4) Sideyard House	F5 (See Section F5) Education
PERMITTED USES	Retail Sales and Service (20,000 SF max per tenant) Office/Research and Development Lodging/Hotel Multi-Family Residential Single Family Attached Residential Day Care	Limited Retail (≤3,000 SF) Limited Office (≤3,000 SF) Lodging/Hotel (≤10 rooms) Multi-Family Residential (≤10 dwelling units Single Family Attached Residential	Single Family Attached Residential	Single Family Detached Residential Ancillary unit	Public or private School
CONDITIONAL USES	Manufacturing (10,000 SF max. per tenant) Congregate Care (100 room max)	None	Home Occupation	Home Occupation	None
PROHIBITED USES	Vehicle Sales Auto Service & Repair Auto Parts Sales Gas Stations Auto Body Painting and Repair Drive-Through Commercial Storage &Warehouse Single Family Detached Residential Sexually-Oriented Businesses	Same as F1 - Main Street	Same as F1 - Main Street Plus: Retail Office Manufacturing	Same as F1 - Main Street Plus: Retail Office Manufacturing	Same as F1 - Main Street Plus: Retail Office Manufacturing
LOT WIDTH	30' min. 240' max (30' increments)	20' min. 40' max	20' min. 40' max	35' min. 60' max	90' min. no max.
LOT DEPTH	No Minimum Maximum limited by block size	No Minimum Maximum limited by block size	80' min. 125' max.	80' min. 150' max.	50' min. no max.
BUILDING HEIGHT	2 stories or 25' minimum 5 stories maximum	2 stories minimum 3 stories maximum	2 stories minimum 3 stories maximum	2 stories minimum 2.5 stories maximum	2 stories minimum 5 stories maximum
SIDE SETBACK	None	None	None	2.5' on one side & 10' on the opposite side	5'
BUILD-TO LINE	0' to 10' from property line (on designated primary frontage)	0' to 10' from property line (on designated primary frontage)	10' from property line (on designated primary frontage)	20' from property line (on designated primary frontage)	90' from property line (on designated primary frontage)
REAR SETBACK	None	None	5' from Alley	5' from Alley	N/A
PARKING RATIOS					
Retail	4 spaces per 1000 GSF	4 spaces per 1000 GSF	N/A	N/A	N/A
Office	4 spaces per 1000 GSF	4 spaces per 1000 GSF	N/A	N/A	N/A
Lodging/Hotel	1 space per Room	1 space per Room	N/A	N/A	N/A
Residential	1.5 spaces per Unit	1.5 spaces per Unit	2 spaces per Primary Unit plus 1 space per ancillary unit	2 spaces per Primary Unit plus 1 space per ancillary unit	N/A
Congregate Care	1.0 spaces per every 2 beds	NA	NA	NA	N/A
Manufacturing	1.0 spaces per 600 GSF	N/A	N/A	N/A	N/A
Education	1.0 spaces per 575 GSF	N/A	N/A	N/A	1.0 spaces per 575 GSF

Table 4.01

PACKET
31.15
July 13, 2021

EXHIBIT "D"

Section 8.0
Landscape Standards

8.1.THE PUBLIC LANDSCAPE

8.1.1 SOIL PRESERVATION
Wherever possible grades for thoroughfare and open spaces shall follow existing topography and drainage patterns. Areas to be left natural shall be fenced and undisturbed during construction. The soil structure for planting strips shall be protected from compaction with protective fencing. During construction, topsoil shall be removed, and stockpiled for later use.

8.1.2 COMPACTION
All planting areas shall be cultivated and top-dressed with organic matter. Deeply compacted areas shall be cultivated to a depth of one foot and top-dressed with an addition of loose topsoil, coarse sand and compost. Ballfields shall be underlain with a mix of coarse sand.

8.1.3 HYDROLOGY / DRAINAGE
All planting areas shall have drainage outlets achieve positive drainage. Playing fields shall be uniformly graded to a 2% -3% slope.

8.1.4 SITE CLEARING / EROSION CONTROL
To prevent erosion, clearing of easements and access routes should not occur more than 60 days prior to construction. Trees to be removed shall be taken down in a manner that will not impact any of the adjacent trees to remain. All trees will have crown and limbs removed before being felled and depending upon the density of vegetation the trunk shall be felled before the stump is removed. It is recommended that limbs and underbrush be chipped shredded and retained on site to be spread as a mulch after construction has finished. The boundary of construction sites shall be marked with a barrier and erosion control fencing on the downhill sides. No clearing operations will be allowed in an unmarked area. When construction is adjacent to a waterway, care should be taken to prevent any excavated material from spilling into the waterway by use of erosion control barriers.

8.1.5 TREE PROTECTION:
Protecting existing trees on site adds value and prevents additional planting costs. In areas of construction where trees are to be preserved, tree protection fencing must be installed and maintained at the dripline. No storage of materials or equipment is allowed within the dripline area of trees to be protected.

With the exception of Protected Trees as defined by the City's General Landscape Ordinance these Oasis landscape standards shall be adhered to in lieu of City's landscape regulations.

8.1.6 PLANT SELECTION
Trees may be selected from the lists outlined below. The use of native shrubs and ground cover species is encouraged given their adaptability to drought and indigenous soil conditions. Plant quality shall follow the highest Nursery Industry Standards.

8.2. PUBLIC OPEN SPACE TREES

8.2.1 STREETS, SQUARES, AND GREENS
The following is a list of trees that may be used in Squares and Greens, as well as for Street Trees. These trees were selected for their shade providing qualities and their ability to tolerate compaction, drought and pollution typically associated with heavily trafficked areas. Low maintenance and disease resistance are also important qualities for trees in this category. With pruning, these trees also have high a branching character so as not interfere with pedestrian and vehicular activities. Street trees shall have a single trunk and should be limbed up to a minimum of 14' at maturity. All street tree plantings shall utilize root barriers to prevent heaving of adjacent paving.

·Live Oak, Quercus virginiana
·Bur Oak, Quercus macrocarpa
·Texas Red Oak, Quercus texana
·Pecan, Carya illinoensis
·Bald Cypress, Taxodium distinctum
·Afghan Pine, Pinus elderica
·Mexican White Oak, Quercus polymorpha.

8.2.2 GREENBELT TREES

The following trees may be planted in Greenbelts (as defined in the Open Space Standards) This list of trees was selected for their more naturalistic character which is representative of the above listed public open spaces. Native species are encouraged given their adaptability to native soils and drought conditions:

Native Large Trees (Mature Height Over 30'):
·Texas Ash, Fraxinus texensis
·Bald Cypress, Taxodium distinctum
·Cedar Elm, Ulmus crassifolia
·Live Oak, Quercus virginiana
·Pecan, Carya illinoensis
·Bur Oak, Quercus macrocarpa
·Chinkapin Oak, Quercus muhlenbergii
·Texas Red Oak, Quercus texana
·Eastern Red Cedar, Juniperus virginiana

Non-Native Large Trees (Mature Height Over 30'):
·Arizona Cypress, Cupressus arizonica
·Austrian Pine, Pinus nigra
·Goldenraintree, Koelreuteria paniculata
·Italian Stone Pine, Pinus pinea
·Lacebark Elm, Ulmus parvifolia

Native Small Trees (Mature Height 30' or less):
·Crabapple, Malus spp.
·Eve's Necklace, Sophora affinis.
·Goldenball Leadtree, Leucaena retusa.
·Mexican Redbud, Cercis canadensis var. mexicana.
·Mexican-Buckeye, Ungnadia speciosa.
·Pinyon Pine, Pinus edulis.
·Prairie Flameleaf Sumac, Rhus Lanceolata.
·Texas Mountain Laurel, Sophora secundiflora.
·Texas Walnut, Juglans microcarpa.
·Desert Willow, Chilopsis linearis
·Texas Persimmon, Diospyros virginiana
·Texas Pistache, Pistacia texana
·Mexican Plum, Prunus mexicana
·Texas Redbud, Cercis canadensis texensis
·Vitex, Vitex agnus-castus

Non-Native Small Trees (Mature Height 30' or less):
·American Smoketree, Cotinus obovatus
·Crape Myrtle, Lagerstroemia indica
·Chinese Pistache, Pistacia chinensis

8.2.3 PARKS
Shade trees shall be 3" caliper container grown or 4" balled and burlapped trees planted in naturalistic pattern. At least 1 tree per 5,000 sf shall be planted. Existing hardwood trees may count toward the minimum number of trees. Trees may be grouped to allow for large lawn cover areas (see tree list in Landscape Standards 8.2.2)

B) Small Flowering Trees:
Small flowering trees(no less than 2 caliper inches) shall be planted in groupings at no less than 1 per 5,000 SF. (see tree list in Landscape Standards).

C) Lawn:
Lawns shall include Bermuda grass in sun to partly shade conditions; St. Augustine shall be provided in dense shade. In conditions with a more natural landscape character, coverage should be a mixture of native grass and wildflower seed. This mixture should contain a minimum of three (3) different species of grass and five (5) different species of wildflowers.

D) Street Lamps:
Street lamps shall be provided along pedestrian paths and at entrances to a Square or Plaza. At least 1/2 of a foot candle must be maintained.

E) Public seating:
Public seating shall include metal, stone or concrete benches placed along pathways. Seating shall be provided at no less than ten linear feet of seating per 10,000 SF of park area.

F) Irrigation:
Irrigation is required for all landscaped areas.

8.3 PARKING LOT LANDSCAPES

It is the intent of this section to establish standards in harmony with a city's landscape ordinance. However, due to the different development pattern (i.e. parking behind rather than in front of buildings) these standards shall apply where they may conflict with the landscape ordinance, including the Buffer requirements.

8.3.1 LANDSCAPE ISLANDS
In parking lots, landscaped islands must be provided at the end of all parking rows. Landscaped islands shall have a minimum width of 9 feet measured from back of curb to back of curb. A continuous poured-in-place concrete curb shall be provided around parking islands to prevent vehicular intrusion.

8.3.2 TREE ISLANDS
In addition to landscaping islands at the end of all parking rows, tree islands shall be incorporated into the parking lot layout every eight spaces to provide for additional shade. Tree islands shall incorporate a continuous poured-in-place concrete curb and shall be a minimum of 5' from back of curb to back of curb.

8.3.3 PARKING LOT TREES
In parking areas, two shade trees shall be planted in landscape islands at the end of all parking rows. A shade tree shall be installed no further than 30' from each stall. In addition, one shade tree will be provided for each five perimeter parking spaces. The parking lot trees will be a minimum 4 inch caliper balled and burlapped or 3 inch caliper container grown.

8.3.4 STREET TREES
Street trees shall be installed in locations shown on Street Types (Section 5.0), and shall be a minimum of 4" caliper, container grown with a minimum branching height of 9'-0".

8.3.5 MAXIMUM AREA OF PARKING SECTIONS
Parking areas shall be broken into individual sections not to exceed 60 cars. Each section shall be separated by a 10' wide major landscaped buffer to provide visual relief.-

8.3.6 PARKING LOT SCREENING
Any parking lot fronting along a Build-to-Line shall be landscaped at the perimeter and screened from view. A landscaped strip at least three feet wide shall be planted with a shrub hedge at least 30 inches in height at the time of installation and a mature height of 4' to 5'.

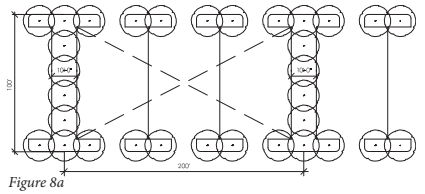


Figure 8a
MAXIMUM PARKING AREA

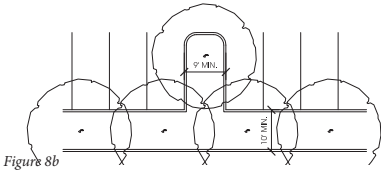


Figure 8b
LANDSCAPE ISLANDS

PACKET
31.16
July 13, 2021

8.3.7 STORAGE SCREENING
All loading and storage areas for commercial uses shall be screened from view from public streets and public open space. This provision includes above grade utility transformers, meters, valve boxes or other such apparatus. Screen elements may include permanent walls, fences, plant material or architectural enclosures. Open storage of goods, materials, machinery, equipment, vehicles, plants, trash or other items shall be similarly screened from public view.

8.3.8 IRRIGATION
All landscape areas shall be irrigated with the exception of natural areas and undeveloped areas. All irrigation systems are to be below ground, fully automated systems and in compliance with applicable building code requirements. The use of drip irrigation for shrubs and trees is acceptable. All backflow control devices are to be installed in below-grade Valve boxes or located and screened so that they are not visible from public streets or parking lots. All parking areas, drives and walks are to be "trimmed" to minimize spray onto pavements. Owners shall be required to irrigate to back of the curb of public roads. Oasis will provide reclaimed waste water to all irrigation users.

8.3. EXISTING TREE LOCATIONS
If specimen quality existing trees of 16" DBH or greater are encountered in tree surveys subsequent to the formulation of these standards, modifications to the layout of streets and walks may be considered. Refer to section 11.0 for Revisions to the Regulating Plan.

8.4 IMPLEMENTATION

All public landscape improvements shall be constructed or installed at the time of adjacent street and utility infrastructure construction.

9.1 STORM WATER MANAGEMENT

A Regional Storm water Management approach is desirable for the Oasis District. The benefits of a regional approach to providing storm water detention over an on-site approach are many. They include the following:

- A greater level of confidence in the hydraulic performance of the regional facilities;
- Less land area required thus increasing taxable land base in the District;
- Centralized, focused long term maintenance and thus a greater level of confidence in the long term function of the regional facility;
- Less overall construction, design, and administration costs;
- The ability to combine the regional facilities into an amenity area.

9.2 DRAINAGE STANDARDS
The Oasis District is anticipated to be a moderately high density and impervious cover area and as such the management of storm water runoff will be essential and critical to the ongoing health, safety, and welfare of not only the District, but also areas downstream of the District.

9.3 FLOODING CONDITIONS
There is increased potential for downstream erosion and degradation of water quality due to the increase in frequency of storm water runoff by the smaller more frequent storm events and corresponding increase in storm runoff volume. The increase in volume of runoff and frequency of storm water runoff events will have the effect of eroding the natural downstream waterways and further the potential for flooding. The effects of this can be mitigated by providing detention for the higher frequency (smaller) storm events and/or providing extended detention or a combination of detention/retention.

9.4 REGIONAL DETENTION
Due to the location of the Oasis District and its direct interface with the Midland County detention facility, accomodating approximately the north half of the project. The south half of the project shall drain to a combination of common area detention facilities.

9.5 WET PONDS
Detention may be combined with irrigation reservoirs and/or aesthetic ponds. Sufficient free board shall be designed into the pond to allow for adequate detention volume. These ponds may also be used to create man made wetlands where appropriate.

9.6 TIME OF IMPLEMENTATION
As with open space and landscape improvements, the implementation of drainage and water quality improvements outlined in this section shall be simultaneous with the development of sub basin served by the various drainage phases.



Figure 9a: Storm water management facilities can become a community amenity. (Hogan Park Golf Course, Midland, TX)

PACKET
31.17
July 13, 2021

EXHIBIT "E"

Section 10.0
Not Used

Section 11.0
Lighting Standards

11.1 GENERAL INTENT

A) Street lights shall be decorative and blend with the architectural style of the buildings in the Oasis District. Exterior lighting in the Public right-of-way will be coordinated with the electric utility provider. Standards for exterior lighting of private development such as parking areas and public spaces shall be subject to the regulations below and enforced by the Master Developer.

B) Street lights and site lights shall provide adequate lighting, while minimizing adverse impacts, such as glare and upward oriented glow. House side shields shall be provided where abutting a residential use. 'Dark Sky' protocols shall be integrated to the greatest extent possible.

11.2 PLACEMENT

A) Along all commercial or mixed use streets, parking areas, sidewalks, walkways, courtyards, community greens, and common open spaces, twelve to fourteen foot high decorative light posts shall be provided at regular intervals. Post shall be spaced at no greater than 60 feet on center on both sides of a commercial or main street and at all street intersections. Lighting on residential streets should be confined to the intersections and corners. Lighting standards shall be consistent throughout each district.

1) Lighting level along commercial streets shall be no less than one-half foot candle and shall be no greater than two foot candles.
2) Lighting level at an intersection of two residential streets (excluding alleys or access easements) shall be no less than one foot candle and shall be no greater than three foot candles.
3) Lighting level at an intersection of a commercial street and any other street (excluding alleys or access easements) shall be no less than one foot candle and shall be no greater than three foot candles.
4) Lighting level in parking lots shall be no less than one foot candle and shall be no greater than two foot candles.

B) In parking lots, post heights may be extended to a maximum of 18 feet.

11.3 TYPES

A) Use of metal halide or color corrected LED light sources are required. High pressure and sodium and non-color corrected mercury vapor light sources may be considered in special circumstances.

B) Porch light and yard post lighting are encouraged in residential areas. Where yard post lighting is used post and luminaires shall be of compatible styles.

PACKET
31.18
July 13, 2021

EXHIBIT "F"

Section 12.0
Signage Standards

12.1 INTENT

The following Standards address the number, location, size and types of allowable signs throughout the Oasis District. These signage standards take precedent over the Midland Signage Ordinance and shall be enforced by the Master Developer. Where this section is silent, the standards of the Midland Sign Ordinance, if any, shall apply.

12.2 TYPE AND PLACEMENT

12.2.1 SIGNS AND EXTERIORS
Signing should be designed to directly relate to the exterior design of the building. Signing should not cover important features or cross transitions between features. Signing should be at the first floor level, should not project above the cornice or facia line, and should be primarily oriented to the pedestrian with the exception of the commercial district. However, lettering on second story windows, to identify separate uses located there, is appropriate. Anchor tenants (10,000 sq. ft. or greater) may place signage to within two feet of highest point of facade.

12.2.2 PROJECTING SIGNS
Signs should generally be flush with the facade and not protrude more than eight (8) inches from the wall. Projecting signs may be considered when the sign does not conflict with the building's exterior design.

12.2.3 OTHER PERMITTED SIGNS
Under-canopy shingle type signs and signing painted on canopies or awnings are permitted. Symbolic three-dimensional signs, such as barber poles, are encouraged. Moving and rotating signs are not permitted.

12.2.4 FREESTANDING SIGNS
Freestanding signs are allowed to identify a district, or multiple-business complex. In a multiple business complex one permanent directory or freestanding master identification sign, not to exceed twenty-five (25) square feet per sign face, is allowed at each main entrance to a public street.

12.2.5 SHINGLE SIGN STANDARDS
Shingle sign, also known as blade or projecting signs, may be permitted to be placed on a building frontage only if all of the following Standards are met:

A) Context
The sign is historically accurate or appropriate for the building

B) Visibility
The sign does not impair the visibility of adjacent signs

C) Materials
The size, location and materials of the sign are compatible with the building and conform to the requirements of this section.

D) Height
The height of the sign does not extend above the cornice line of a one story building or the sill of a second floor window.

12.2.6 SIGN CONTENT
A permanent sign is limited to the name and graphic logo of the business, the type of service rendered, the principal brand names or classification of merchandise for sale, and street address. Street addresses are mandatory for each building. Brand names may occupy not more than twenty five percent (25%) of the allowable sign area, except for storefront window signs.

12.2.7 NEON SIGNS
Neon signs are permitted only when all of the following Standards are met:

A) Visibility
The sign does not impair the visibility of adjacent signs.

B) Materials
The sign, location and materials of the sign are compatible with the building and conform to the other requirements of this Section.

C) Associated Use
The sign is more appropriate than an otherwise illuminated sign because of its associated use (e.g. nightclub).

12.3 ALLOWABLE SIGN AREA

12.3.1 MAXIMUM SIGN AREA
A maximum area of one-half (1/2) square foot of signing may be permitted for each linear foot of a business on a primary frontage (facing a public street, public parking lot, or public space) not to exceed forty (40) square feet on any one frontage. A maximum of one-fourth (1/4) square foot of signing may be permitted for each linear foot of a business on a secondary frontage (facing an alley, private driveway, an adjacent building, private parking or service area) not to exceed twenty (20) square feet on any one frontage.

12.3.2 APPLICABILITY
The maximum area of signing noted above shall apply to all wall, window and projecting signs and signs painted on awnings. Further, shingle signs shall not exceed twenty (20) square feet per sign face and shall not project more than five (5) feet from the wall. Shingle signs located under canopies may be the width of the canopy.

12.3.3 FIRST FLOOR SIGNS
Each business with first floor frontage or direct sidewalk access may have a pedestrian-oriented sign attached below a canopy not exceeding five (5) square feet per sign face and with a minimum clearance of eight (8) feet above the sidewalk. Such a sign will not count as part of the maximum business sign allowance.

12.3.4 MULTIPLE TENANT SIGNS
Multiple business directories are intended to address situations where businesses have limited visibility from the adjacent street, and may be permitted when not exceeding two (2) square feet per tenant and twenty (20) square feet total per sign face. Such a sign will not count as part of the maximum business sign allowance.

12.4 MATERIALS

Signs should be painted and/or carved wood, wrought iron, cut out, non reflective metal lettering such as brass, or glass (including stained glass). Signs painted directly on plain surfaces, windows and canvas awnings are generally appropriate. Three dimensional metal "box" signs are not permitted. Decorative neon identification signs may be used as an accent or design feature, but shall not dominate the general appearance of the facade.

12.5 ILLUMINATION

12.5.1 INDIRECT ILLUMINATION
Illumination should generally be indirect such as that provided by "goose necked" light fixtures. In some instances, signs may be flood-lighted or may utilize exposed LED light bulbs.

12.5.2 ILLUMINATED SIGNS NOT PERMITTED
No interior-illuminated signs are permitted. Fluorescent, flashing, and intermittent illumination is not permitted.

12.6 TEMPORARY SIGNS

12.6.1 STORE EVENTS
Temporary signs pertaining to special store events or sales lasting no more than thirty (30) days may be painted or affixed to display windows provided that their total area shall not exceed twenty-five percent (25%) of the window area.

12.6.2 TEMPORARY BANNERS
Banners or other promotional signs may be displayed for up to thirty (30) days. The same or similar signage shall not be replaced within thirty (30) days after removal.

12.7 NON-CONFORMING SIGNS

Non-conforming signs or sign structures shall be removed upon change in tenancy or ownership of the business identified by the sign. No change in copy and/or reuse of non-conforming sign or sign structure shall be permitted in order to identify a new business, product, tenant or occupant.

12.8 UNUSED SIGNS

12.8.1 UNUSED SIGNS
Any sign existing as of or after the effective date of these Standards, which no longer advertises a bona fide business conducted or a product available for purchase by the public, shall be taken down and removed by the owner, agent or person having the beneficial use of the building or structure or land upon to do so.

12.8.2 SIGN REMOVAL BY CITY OR DEVELOPER
Upon failure to comply with such notice within the time specified in such order, the Developer is authorized to cause removal of such sign and any expense incident thereto shall be paid by the owner of the building or structure to which such sign is attached or, if the sign is not attached to a building, then such expense shall be paid by the owner of the sign.

12.9 ILLEGAL CONSTRUCTION

If the Developer finds that any sign has been constructed or erected, or is being maintained in violation of the provisions of this Section, they shall give written notice of such conditions to the permittee. In the event no valid permit exists, the owner will remove or alter the sign so as to comply with this section within thirty (30) days after such notice. Such signs may be removed or altered to comply at the expense of the permittee or the owner of the property upon which the sign is located.

12.10 STREET ADDRESS SIGNS

Building shall display a numerical address sign indicating the legal address in letters not less than four inches in height and clearly visible from the public street.

12.11 PROHIBITED SIGNS

All auto oriented pylon, pole mounted berm mounted, or off-premise identification signs are prohibited. Off-premise directional signs may be approved on a case-by-case basis by the Design Review Board or Town Architect.

ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING

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Engineering Firm# 001363 • Surveying Firm# 10034300

METES & BOUNDS DESCRIPTION
OF A 57.55-ACRE TRACT
LOCATED IN SECTION 1, BLOCK 39, T-2-S
T&P RR CO. SURVEY
MIDLAND COUNTY, TEXAS

BEING A 57.55-ACRE REMAINDER OF THAT CERTAIN 101.49-ACRE TRACT AS DESCRIBED IN DOCUMENT NO. 2010-4195 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS, IN SECTION 1, BLOCK 39, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT (Y=10,688,784.49' & X= 1,762,775.17') A 3/8" IRON ROD WITH CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT) FOUND AT THE NORTHEAST CORNER OF LOT 1 BLOCK 1 TAHOE LAKES ADDITION, AS RECORDED IN CABINET I, PAGE 190 OF THE MIDLAND COUNTY PLAT RECORDS AND ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF THE CURVED SOUTH RIGHT-OF-WAY LINE OF LATTA STREET AS DESCRIBED IN DOCUMENT NO. 2008-22815 OF SAID OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS HAVING A RADIAL BEARING OF NORTH 37°19'47" WEST;

THENCE ALONG SAID CURVE TO THE LEFT IN A NORTHEASTERLY DIRECTION, HAVING A RADIUS LENGTH OF 330.00 FEET, A DELTA ANGLE OF 33°32'10", AN ARC LENGTH OF 193.15 FEET, A CHORD LENGTH OF 190.41 FEET BEARING NORTH 35°54'06" EAST TO A ½" IRON ROD WITH PLASTIC CAP MARKED "LCA ODESSA TX" SET AT THE POINT OF TANGENCY;

THENCE NORTH 19°08'00" EAST WITH THE SOUTH RIGHT-OF-WAY OF SAID LATTA STREET, A DISTANCE OF 195.48 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT A POINT OF CURVATURE OF A CURVE TO THE LEFT;

THENCE ALONG SAID CURVE TO THE LEFT IN A NORTHEASTERLY DIRECTION, HAVING A RADIUS LENGTH OF 330.00 FEET, A DELTA ANGLE OF 23°09'45", AN ARC LENGTH OF 133.41 FEET, A CHORD LENGTH OF 132.50 FEET BEARING NORTH 07°33'08" EAST TO A ½" IRON ROD WITH PLASTIC CAP MARKED "LCA ODESSA TX" SET FOR THE POINT OF TANGENCY;

THENCE NORTH 04°01'57" WEST WITH THE EASTERN RIGHT-OF-WAY OF SAID LATTA STREET, A DISTANCE OF 24.19 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT THE POINT OF CURVATURE OF A CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE TO THE RIGHT IN A NORTHEASTERLY DIRECTION, HAVING A RADIUS LENGTH OF 295.00 FEET, A DELTA ANGLE OF 23°10'30", AN ARC LENGTH OF 119.32 FEET, A CHORD LENGTH OF 118.51 FEET BEARING NORTH

07°33'31" EAST TO A ½" IRON ROD WITH PLASTIC CAP MARKED "LCA ODESSA TX" SET FOR THE POINT OF TANGENCY;

THENCE NORTH 19°04'24" EAST WITH THE EAST RIGHT-OF-WAY OF SAID LATTA STREET, A DISTANCE OF 36.38 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX SET AT THE WEST CORNER OF THAT CERTAIN 7.53-ACRE TRACT CURRENTLY IN THE NAME OF MIDLAND COUNTY ON THE EAST RIGHT-OF-WAY LINE OF SAID LATTA STREET, WHENCE A 3/8" IRON ROD (CONTROL MONUMENT) FOUND AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF SAID LATTA STREET AND THE SOUTHERN RIGHT-OF-WAY OF E. TAYLOR AVENUE BEARS NORTH 19°03'10" EAST, A DISTANCE OF 300.00 FEET;

THENCE SOUTH 71°05'09" EAST WITH THE SOUTHERN LINE OF SAID 7.53-ACRE TRACT, A DISTANCE OF 467.02 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" FOUND AT AN ELL CORNER OF THIS SURVEY AND THE NORTHERNMOST CORNER OF THAT CERTAIN 5.57-ACRE TRACT AS DESCRIBED IN DOCUMENT NO. 2014-17375 OF SAID OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY TEXAS;

THENCE SOUTH 23°20'09" WEST WITH A WEST LINE OF SAID 5.57-ACRE TRACT, A DISTANCE OF 48.93 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT A POINT OF DEFLECTION OF THIS SURVEY:

THENCE SOUTH 71°08'48" EAST WITH A SOUTH LINE OF SAID 5.57-ACRE TRACT, A DISTANCE OF 152.80 FEET TO A FOUND 3/8" IRON ROD (CONTROL MONUMENT);

THENCE SOUTH 23°29'35" WEST WITH A WEST LINE OF SAID 5.57-ACRE TRACT, A DISTANCE OF 300.87 FEET TO A 3/8" IRON ROD FOUND AT THE SOUTHERNMOST WEST CORNER OF SAID 5.57-ACRE TRACT AND AN ELL CORNER OF THIS SURVEY;

THENCE SOUTH 71°49'04" EAST WITH THE SOUTHERN LINE OF SAID 5.57-ACRE TRACT, A DISTANCE OF 570.74 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT THE NORTH CORNER OF THAT CERTAIN 4.92-ACRE TRACT AS DESCRIBED IN DOCUMENT NO. 2010-12057 OF SAID OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY TEXAS AND A POINT OF DEFLECTION OF THIS SURVEY;

THENCE SOUTH 23°35'54" WEST WITH THE WESTERN LINE OF SAID 4.92-ACRE TRACT, A DISTANCE OF 363.93 FEET TO A ½" IRON ROD (CONTROL MONUMENT) FOUND AT THE WEST CORNER OF SAID 4.92-ACRE TRACT AND AN ELL CORNER OF THIS SURVEY;

THENCE SOUTH 72°30'41" EAST, WITH THE SOUTH LINE OF SAID 4.92-ACRE TRACT, A DISTANCE OF 627.03 FEET TO A ½" IRON ROD FOUND AT THE SOUTH CORNER OF SAID 4.92-ACRE TRACT, THE NORTH CORNER OF THAT CERTAIN 2.15-ACRE TRACT AS DESCRIBED IN VOLUME 1817, PAGE 300 OF THE DEED RECORDS OF MIDLAND COUNTY TEXAS AND AN ELL CORNER OF THIS SURVEY;

THENCE SOUTH 19°04'38" WEST WITH THE WESTERN LINE OF SAID 2.15-ACRE TRACT, A DISTANCE OF 269.33 FEET TO A ½" IRON ROD FOUND AT THE WEST CORNER OF SAID 2.15-ACRE TRACT AND AN ELL CORNER OF THIS SURVEY;

THENCE SOUTH 73°48'45" EAST WITH THE SOUTHERN LINE OF SAID 2.15-ACRE TRACT, A DISTANCE OF 157.05 FEET TO A ½" IRON ROD FOUND AT THE

NORTHWEST CORNER OF THAT CERTAIN 1.01-ACRE TRACT AS DESCRIBED IN SAID VOLUME 1817 PAGE 300 OF SAID MIDLAND COUNTY DEED RECORDS FOR AN ELL CORNER OF THIS SURVEY;

THENCE SOUTH 08°35'01" EAST WITH THE WESTERN LINE OF SAID 1.01-ACRE TRACT, A DISTANCE OF 293.86 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT THE SOUTHWEST CORNER OF SAID 1.01-ACRE TRACT ON THE NORTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 20 FOR THE EASTERNMOST SOUTHEAST CORNER OF THIS SURVEY;

THENCE SOUTH 70°34'45" WEST WITH THE NORTH RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY 20, A DISTANCE OF 899.28 FEET TO A TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) CONCRETE MONUMENT WITH A BRASS DISK (CONTROL MONUMENT) FOR THE POINT OF CURVATURE OF A CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE TO THE RIGHT IN A SOUTHWESTERLY DIRECTION, HAVING A RADIUS LENGTH OF 11,309.20 FEET, A DELTA ANGLE OF 04°59'56", AN ARC LENGTH OF 986.68 FEET, A CHORD LENGTH OF 986.37 FEET BEARING SOUTH 73°03'27" WEST TO A TXDOT CONCRETE MONUMENT WITH BRASS DISK AT THE POINT OF TANGENCY;

THENCE SOUTH 75°34'27" WEST WITH THE NORTH RIGHT-OF-WAY OF SAID INTERSTATE HIGHWAY 20, A DISTANCE OF 192.73 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT THE SOUTHEAST CORNER OF THAT CERTAIN 3.30-ACRE TRACT AS DESCRIBED IN VOLUME 1198 PAGE 204 OF SAID MIDLAND COUNTY DEED RECORDS FOR THE WESTERNMOST SOUTHWEST CORNER OF THIS SURVEY;

THENCE NORTH 14°32'03" WEST WITH THE EAST LINE OF SAID 3.30-ACRE TRACT, A DISTANCE OF 242.05 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT A POINT OF CURVATURE;

THENCE ALONG SAID CURVE TO THE LEFT IN A NORTHWESTERLY DIRECTION, HAVING A RADIUS LENGTH OF 18.61 FEET, A DELTA ANGLE OF 89°59'12", AN ARC LENGTH OF 29.23 FEET, A CHORD LENGTH OF 26.32 FEET BEARING NORTH 59°31'38" WEST TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT) FOUND AT THE POINT OF TANGENCY;

THENCE NORTH 75°41'32" EAST, A DISTANCE OF 349.07 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX SET AT THE POINT OF DEFLECTION OF THIS TRACT;

THENCE NORTH 14°33'23" WEST, A DISTANCE OF 173.46 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX SET AT THE POINT OF DEFLECTION OF THIS TRACT;

THENCE SOUTH 75°37'36" WEST, A DISTANCE OF 45.07 FEET A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIAL BEARING OF NORTH 83°54'09" EAST;

THENCE ALONG SAID CURVE TO THE RIGHT IN A NORTHWESTERLY DIRECTION, HAVING A RADIUS LENGTH OF 530.00 FEET, A DELTA ANGLE OF 27°47'11", AN ARC

LENGTH OF 257.03 FEET, A CHORD LENGTH OF 254.52 FEET BEARING NORTH 07°47'45" EAST TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT THE END OF THIS CURVE;

THENCE NORTH 21°41'20" EAST, A DISTANCE OF 522.76 FEET TO 3/8" IRON ROD SET AT THE POINT OF CURVATURE OF A CURVE TO THE LEFT;

THENCE ALONG SAID CURVE TO THE RIGHT IN A NORTHWESTERLY DIRECTION, HAVING A RADIUS LENGTH OF 556.30 FEET, A DELTA ANGLE OF 44°23'54", AN ARC LENGTH OF 431.07 FEET, A CHORD LENGTH OF 420.37 FEET BEARING NORTH 00°30'36" WEST TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT THE POINT OF TANGENCY;

THENCE NORTH 22°42'31" WEST, DISTANCE OF 86.39 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT AN ELL CORNER OF THIS TRACT;

THENCE SOUTH 32°04'31" WEST, DISTANCE OF 61.92 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT AN ELL CORNER OF THIS TRACT;

THENCE NORTH 42°34'20" WEST, DISTANCE OF 168.30 FEET TO THE POINT OF THE BEGINNING CONTAINING 57.55 SURFACE ACRES.

BEARINGS, DISTANCES AND COORDINATES ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM, 1983 NAD, CENTRAL ZONE, BASED ON THE CITY OF MIDLAND GPS CONTROL MONUMENT "LAM 20" (Y=10,686,841.66' AND X=1,761,908.42'', ELEVATION = 2775.01 NAVD 29) WITH A THETA ANGLE OF -00°53'17" WITH A COMBINED GRID FACTOR OF 0.999893673 AS PUBLISHED IN US SURVEY FEET.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTEREST IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTEREST IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

LCA

JOHN F. LANDGRAF, RPLS 2410
27 May 2021



LCA PROJECT NO. 2021-001

Section 3.1
The Regulating Plan

LEGEND

FRONTAGE TYPES

F1	(Section 4.1) Type F1:	Main Street Commercial
F2	(Section 4.2) Type F2:	Live/Work
F3	(Section 4.3) Type F3:	Townhouse
F4	(Section 4.4) Type F4:	Side Yard House
F5	(Section 4.5) Type F5:	Education / Civic

STREET TYPES

MS-78	Main Street 78' R.O.W.
BVD-VAR	Boulevard Variable R.O.W.
CS-65	Commercial Street 65' R.O.W.
CS-60	Commercial Street 60' R.O.W.
US-50	Urban Street 50' R.O.W.
US-45	Urban Street 45' R.O.W.
US-40	Urban Street 40' R.O.W.
CL-20	Commercial Alley 20' Access Easement
AL-20	Residential Alley 20' Access Easement

PUBLIC OPEN SPACE

PL	Plaza
SQ	Square
GR	Green
GB	Greenbelt
P	Park



Section 4.0

Summary of Frontage Types

Complete detailed requirements of Frontage Types can be found in Sections 4.1 through 4.5

FRONTAGES	F1 (See Section F1) Main Street Commercial	F2 (See Section F2) Live/Work	F3 (See Section F3) Townhouse	F4 (See Section F4) Sideyard House	F5 (See Section F5) Education
PERMITTED USES	Retail Sales and Service (20,000 SF max per tenant) Office/Research and Development Lodging/Hotel Multi-Family Residential Single Family Attached Residential Day Care	Limited Retail (≤3,000 SF) Limited Office (≤3,000 SF) Lodging/Hotel (≤10 rooms) Multi-Family Residential (≤10 dwelling units Single Family Attached Residential	Single Family Attached Residential	Single Family Detached Residential Ancillary unit	Public or private School
CONDITIONAL USES	Manufacturing (10,000 SF max. per tenant) Congregate Care (100 room max)	None	Home Occupation	Home Occupation	None
PROHIBITED USES	Vehicle Sales Auto Service & Repair Auto Parts Sales Gas Stations Auto Body Painting and Repair Drive-Through Commercial Storage &Warehouse Single Family Detached Residential Sexually-Oriented Businesses	Same as F1 - Main Street	Same as F1 - Main Street Plus: Retail Office Manufacturing	Same as F1 - Main Street Plus: Retail Office Manufacturing	Same as F1 - Main Street Plus: Retail Office Manufacturing
LOT WIDTH	30' min. 240' max (30' increments)	20' min. 40' max	20' min. 40' max	35' min. 60' max	90' min. no max.
LOT DEPTH	No Minimum Maximum limited by block size	No Minimum Maximum limited by block size	80' min. 125' max.	80' min. 150' max.	50' min. no max.
BUILDING HEIGHT	2 stories or 25' minimum 5 stories maximum	2 stories minimum 3 stories maximum	2 stories minimum 3 stories maximum	2 stories minimum 2.5 stories maximum	2 stories minimum 5 stories maximum
SIDE SETBACK	None	None	None	2.5' on one side & 10' on the opposite side	5'
BUILD-TO LINE	0' to 10' from property line (on designated primary frontage)	0' to 10' from property line (on designated primary frontage)	10' from property line (on designated primary frontage)	20' from property line (on designated primary frontage)	90' from property line (on designated primary frontage)
REAR SETBACK	None	None	5' from Alley	5' from Alley	N/A
PARKING RATIOS					
Retail	4 spaces per 1000 GSF	4 spaces per 1000 GSF	N/A	N/A	N/A
Office	4 spaces per 1000 GSF	4 spaces per 1000 GSF	N/A	N/A	N/A
Lodging/Hotel	1 space per Room	1 space per Room	N/A	N/A	N/A
Residential	1.5 spaces per Unit	1.5 spaces per Unit	2 spaces per Primary Unit plus 1 space per ancillary unit	2 spaces per Primary Unit plus 1 space per ancillary unit	N/A
Congregate Care	1.0 spaces per every 2 beds	NA	NA	NA	N/A
Manufacturing	1.0 spaces per 600 GSF	N/A	N/A	N/A	N/A
Education	1.0 spaces per 575 GSF	N/A	N/A	N/A	1.0 spaces per 575 GSF

Table 4.01

PACKET
31.25
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8.1.THE PUBLIC LANDSCAPE

8.1.1 SOIL PRESERVATION
Wherever possible grades for thoroughfare and open spaces shall follow existing topography and drainage patterns. Areas to be left natural shall be fenced and undisturbed during construction. The soil structure for planting strips shall be protected from compaction with protective fencing. During construction, topsoil shall be removed, and stockpiled for later use.

8.1.2 COMPACTION
All planting areas shall be cultivated and top-dressed with organic matter. Deeply compacted areas shall be cultivated to a depth of one foot and top-dressed with an addition of loose topsoil, coarse sand and compost. Ballfields shall be underlain with a mix of coarse sand.

8.1.3 HYDROLOGY / DRAINAGE
All planting areas shall have drainage outlets achieve positive drainage. Playing fields shall be uniformly graded to a 2% -3% slope.

8.1.4 SITE CLEARING / EROSION CONTROL
To prevent erosion, clearing of easements and access routes should not occur more than 60 days prior to construction. Trees to be removed shall be taken down in a manner that will not impact any of the adjacent trees to remain. All trees will have crown and limbs removed before being felled and depending upon the density of vegetation the trunk shall be felled before the stump is removed. It is recommended that limbs and underbrush be chipped shredded and retained on site to be spread as a mulch after construction has finished. The boundary of construction sites shall be marked with a barrier and erosion control fencing on the downhill sides. No clearing operations will be allowed in an unmarked area. When construction is adjacent to a waterway, care should be taken to prevent any excavated material from spilling into the waterway by use of erosion control barriers.

8.1.5 TREE PROTECTION:
Protecting existing trees on site adds value and prevents additional planting costs. In areas of construction where trees are to be preserved, tree protection fencing must be installed and maintained at the dripline. No storage of materials or equipment is allowed within the dripline area of trees to be protected.

With the exception of Protected Trees as defined by the City's General Landscape Ordinance these Oasis landscape standards shall be adhered to in lieu of City's landscape regulations.

8.1.6 PLANT SELECTION
Trees may be selected from the lists outlined below. The use of native shrubs and ground cover species is encouraged given their adaptability to drought and indigenous soil conditions. Plant quality shall follow the highest Nursery Industry Standards.

8.2. PUBLIC OPEN SPACE TREES

8.2.1 STREETS, SQUARES, AND GREENS
The following is a list of trees that may be used in Squares and Greens, as well as for Street Trees. These trees were selected for their shade providing qualities and their ability to tolerate compaction, drought and pollution typically associated with heavily trafficked areas. Low maintenance and disease resistance are also important qualities for trees in this category. With pruning, these trees also have high a branching character so as not interfere with pedestrian and vehicular activities. Street trees shall have a single trunk and should be limbed up to a minimum of 14' at maturity. All street tree plantings shall utilize root barriers to prevent heaving of adjacent paving.

·Live Oak, Quercus virginiana
·Bur Oak, Quercus macrocarpa
·Texas Red Oak, Quercus texana
·Pecan, Carya illinoensis
·Bald Cypress, Taxodium distinctum
·Afghan Pine, Pinus elderica
·Mexican White Oak, Quercus polymorpha.

8.2.2 GREENBELT TREES

The following trees may be planted in Greenbelts (as defined in the Open Space Standards) This list of trees was selected for their more naturalistic character which is representative of the above listed public open spaces. Native species are encouraged given their adaptability to native soils and drought conditions:

Native Large Trees (Mature Height Over 30'):
·Texas Ash, Fraxinus texensis
·Bald Cypress, Taxodium distinctum
·Cedar Elm, Ulmus crassifolia
·Live Oak, Quercus virginiana
·Pecan, Carya illinoensis
·Bur Oak, Quercus macrocarpa
·Chinkapin Oak, Quercus muhlenbergii
·Texas Red Oak, Quercus texana
·Eastern Red Cedar, Juniperus virginiana

Non-Native Large Trees (Mature Height Over 30'):
·Arizona Cypress, Cupressus arizonica
·Austrian Pine, Pinus nigra
·Goldenraintree, Koelreuteria paniculata
·Italian Stone Pine, Pinus pinea
·Lacebark Elm, Ulmus parvifolia

Native Small Trees (Mature Height 30' or less):
·Crabapple, Malus spp.
·Eve's Necklace, Sophora affinis.
·Goldenball Leadtree, Leucaena retusa.
·Mexican Redbud, Cercis canadensis var. mexicana.
·Mexican-Buckeye, Ungnadia speciosa.
·Pinyon Pine, Pinus edulis.
·Prairie Flameleaf Sumac, Rhus Lanceolata.
·Texas Mountain Laurel, Sophora secundiflora.
·Texas Walnut, Juglans microcarpa.
·Desert Willow, Chilopsis linearis
·Texas Persimmon, Diospyros virginiana
·Texas Pistache, Pistacia texana
·Mexican Plum, Prunus mexicana
·Texas Redbud, Cercis canadensis texensis
·Vitex, Vitex agnus-castus

Non-Native Small Trees (Mature Height 30' or less):
·American Smoketree, Cotinus obovatus
·Crape Myrtle, Lagerstroemia indica
·Chinese Pistache, Pistacia chinensis

8.2.3 PARKS
Shade trees shall be 3" caliper container grown or 4" balled and burlapped trees planted in naturalistic pattern. At least 1 tree per 5,000 sf shall be planted. Existing hardwood trees may count toward the minimum number of trees. Trees may be grouped to allow for large lawn cover areas (see tree list in Landscape Standards 8.2.2)

B) Small Flowering Trees:
Small flowering trees(no less than 2 caliper inches) shall be planted in groupings at no less than 1 per 5,000 SF. (see tree list in Landscape Standards).

C) Lawn:
Lawns shall include Bermuda grass in sun to partly shade conditions; St. Augustine shall be provided in dense shade. In conditions with a more natural landscape character, coverage should be a mixture of native grass and wildflower seed. This mixture should contain a minimum of three (3) different species of grass and five (5) different species of wildflowers.

D) Street Lamps:
Street lamps shall be provided along pedestrian paths and at entrances to a Square or Plaza. At least 1/2 of a foot candle must be maintained.

E) Public seating:
Public seating shall include metal, stone or concrete benches placed along pathways. Seating shall be provided at no less than ten linear feet of seating per 10,000 SF of park area.

F) Irrigation:
Irrigation is required for all landscaped areas.

8.3 PARKING LOT LANDSCAPES

It is the intent of this section to establish standards in harmony with a city's landscape ordinance. However, due to the different development pattern (i.e. parking behind rather than in front of buildings) these standards shall apply where they may conflict with the landscape ordinance, including the Buffer requirements.

8.3.1 LANDSCAPE ISLANDS
In parking lots, landscaped islands must be provided at the end of all parking rows. Landscaped islands shall have a minimum width of 9 feet measured from back of curb to back of curb. A continuous poured-in-place concrete curb shall be provided around parking islands to prevent vehicular intrusion.

8.3.2 TREE ISLANDS
In addition to landscaping islands at the end of all parking rows, tree islands shall be incorporated into the parking lot layout every eight spaces to provide for additional shade. Tree islands shall incorporate a continuous poured-in-place concrete curb and shall be a minimum of 5' from back of curb to back of curb.

8.3.3 PARKING LOT TREES
In parking areas, two shade trees shall be planted in landscape islands at the end of all parking rows. A shade tree shall be installed no further than 30' from each stall. In addition, one shade tree will be provided for each five perimeter parking spaces. The parking lot trees will be a minimum 4 inch caliper balled and burlapped or 3 inch caliper container grown.

8.3.4 STREET TREES
Street trees shall be installed in locations shown on Street Types (Section 5.0), and shall be a minimum of 4" caliper, container grown with a minimum branching height of 9'-0".

8.3.5 MAXIMUM AREA OF PARKING SECTIONS
Parking areas shall be broken into individual sections not to exceed 60 cars. Each section shall be separated by a 10' wide major landscaped buffer to provide visual relief.-

8.3.6 PARKING LOT SCREENING
Any parking lot fronting along a Build-to-Line shall be landscaped at the perimeter and screened from view. A landscaped strip at least three feet wide shall be planted with a shrub hedge at least 30 inches in height at the time of installation and a mature height of 4' to 5'.

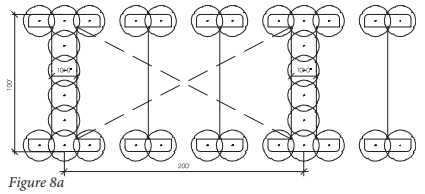


Figure 8a
MAXIMUM PARKING AREA

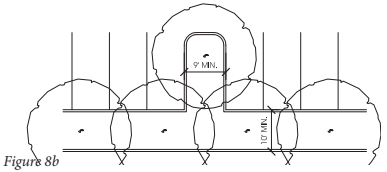


Figure 8b
LANDSCAPE ISLANDS

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8.3.7 STORAGE SCREENING
All loading and storage areas for commercial uses shall be screened from view from public streets and public open space. This provision includes above grade utility transformers, meters, valve boxes or other such apparatus. Screen elements may include permanent walls, fences, plant material or architectural enclosures. Open storage of goods, materials, machinery, equipment, vehicles, plants, trash or other items shall be similarly screened from public view.

8.3.8 IRRIGATION
All landscape areas shall be irrigated with the exception of natural areas and undeveloped areas. All irrigation systems are to be below ground, fully automated systems and in compliance with applicable building code requirements. The use of drip irrigation for shrubs and trees is acceptable. All backflow control devices are to be installed in below-grade Valve boxes or located and screened so that they are not visible from public streets or parking lots. All parking areas, drives and walks are to be "trimmed" to minimize spray onto pavements. Owners shall be required to irrigate to back of the curb of public roads. Oasis will provide reclaimed waste water to all irrigation users.

8.3. EXISTING TREE LOCATIONS
If specimen quality existing trees of 16" DBH or greater are encountered in tree surveys subsequent to the formulation of these standards, modifications to the layout of streets and walks may be considered. Refer to section 11.0 for Revisions to the Regulating Plan.

8.4 IMPLEMENTATION

All public landscape improvements shall be constructed or installed at the time of adjacent street and utility infrastructure construction.

9.1 STORM WATER MANAGEMENT

A Regional Storm water Management approach is desirable for the Oasis District. The benefits of a regional approach to providing storm water detention over an on-site approach are many. They include the following:

- A greater level of confidence in the hydraulic performance of the regional facilities;
- Less land area required thus increasing taxable land base in the District;
- Centralized, focused long term maintenance and thus a greater level of confidence in the long term function of the regional facility;
- Less overall construction, design, and administration costs;
- The ability to combine the regional facilities into an amenity area.

9.2 DRAINAGE STANDARDS
The Oasis District is anticipated to be a moderately high density and impervious cover area and as such the management of storm water runoff will be essential and critical to the ongoing health, safety, and welfare of not only the District, but also areas downstream of the District.

9.3 FLOODING CONDITIONS
There is increased potential for downstream erosion and degradation of water quality due to the increase in frequency of storm water runoff by the smaller more frequent storm events and corresponding increase in storm runoff volume. The increase in volume of runoff and frequency of storm water runoff events will have the effect of eroding the natural downstream waterways and further the potential for flooding. The effects of this can be mitigated by providing detention for the higher frequency (smaller) storm events and/or providing extended detention or a combination of detention/retention.

9.4 REGIONAL DETENTION
Due to the location of the Oasis District and its direct interface with the Midland County detention facility, accomodating approximately the north half of the project. The south half of the project shall drain to a combination of common area detention facilities.

9.5 WET PONDS
Detention may be combined with irrigation reservoirs and/or aesthetic ponds. Sufficient free board shall be designed into the pond to allow for adequate detention volume. These ponds may also be used to create man made wetlands where appropriate.

9.6 TIME OF IMPLEMENTATION
As with open space and landscape improvements, the implementation of drainage and water quality improvements outlined in this section shall be simultaneous with the development of sub basin served by the various drainage phases.



Figure 9a: Storm water management facilities can become a community amenity. (Hogan Park Golf Course, Midland, TX)

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Section 10.0
Not Used

Section 11.0
Lighting Standards

11.1 GENERAL INTENT

A) Street lights shall be decorative and blend with the architectural style of the buildings in the Oasis District. Exterior lighting in the Public right-of-way will be coordinated with the electric utility provider. Standards for exterior lighting of private development such as parking areas and public spaces shall be subject to the regulations below and enforced by the Master Developer.

B) Street lights and site lights shall provide adequate lighting, while minimizing adverse impacts, such as glare and upward oriented glow. House side shields shall be provided where abutting a residential use. 'Dark Sky' protocols shall be integrated to the greatest extent possible.

11.2 PLACEMENT

A) Along all commercial or mixed use streets, parking areas, sidewalks, walkways, courtyards, community greens, and common open spaces, twelve to fourteen foot high decorative light posts shall be provided at regular intervals. Post shall be spaced at no greater than 60 feet on center on both sides of a commercial or main street and at all street intersections. Lighting on residential streets should be confined to the intersections and corners. Lighting standards shall be consistent throughout each district.

1) Lighting level along commercial streets shall be no less than one-half foot candle and shall be no greater than two foot candles.
2) Lighting level at an intersection of two residential streets (excluding alleys or access easements) shall be no less than one foot candle and shall be no greater than three foot candles.
3) Lighting level at an intersection of a commercial street and any other street (excluding alleys or access easements) shall be no less than one foot candle and shall be no greater than three foot candles.
4) Lighting level in parking lots shall be no less than one foot candle and shall be no greater than two foot candles.

B) In parking lots, post heights may be extended to a maximum of 18 feet.

11.3 TYPES

A) Use of metal halide or color corrected LED light sources are required. High pressure and sodium and non-color corrected mercury vapor light sources may be considered in special circumstances.

B) Porch light and yard post lighting are encouraged in residential areas. Where yard post lighting is used post and luminaires shall be of compatible styles.

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Section 12.0
Signage Standards

12.1 INTENT

The following Standards address the number, location, size and types of allowable signs throughout the Oasis District. These signage standards take precedent over the Midland Signage Ordinance and shall be enforced by the Master Developer. Where this section is silent, the standards of the Midland Sign Ordinance, if any, shall apply.

12.2 TYPE AND PLACEMENT

12.2.1 SIGNS AND EXTERIORS
Signing should be designed to directly relate to the exterior design of the building. Signing should not cover important features or cross transitions between features. Signing should be at the first floor level, should not project above the cornice or facia line, and should be primarily oriented to the pedestrian with the exception of the commercial district. However, lettering on second story windows, to identify separate uses located there, is appropriate. Anchor tenants (10,000 sq. ft. or greater) may place signage to within two feet of highest point of facade.

12.2.2 PROJECTING SIGNS
Signs should generally be flush with the facade and not protrude more than eight (8) inches from the wall. Projecting signs may be considered when the sign does not conflict with the building's exterior design.

12.2.3 OTHER PERMITTED SIGNS
Under-canopy shingle type signs and signing painted on canopies or awnings are permitted. Symbolic three-dimensional signs, such as barber poles, are encouraged. Moving and rotating signs are not permitted.

12.2.4 FREESTANDING SIGNS
Freestanding signs are allowed to identify a district, or multiple-business complex. In a multiple business complex one permanent directory or freestanding master identification sign, not to exceed twenty-five (25) square feet per sign face, is allowed at each main entrance to a public street.

12.2.5 SHINGLE SIGN STANDARDS
Shingle sign, also known as blade or projecting signs, may be permitted to be placed on a building frontage only if all of the following Standards are met:

A) Context
The sign is historically accurate or appropriate for the building

B) Visibility
The sign does not impair the visibility of adjacent signs

C) Materials
The size, location and materials of the sign are compatible with the building and conform to the requirements of this section.

D) Height
The height of the sign does not extend above the cornice line of a one story building or the sill of a second floor window.

12.2.6 SIGN CONTENT
A permanent sign is limited to the name and graphic logo of the business, the type of service rendered, the principal brand names or classification of merchandise for sale, and street address. Street addresses are mandatory for each building. Brand names may occupy not more than twenty five percent (25%) of the allowable sign area, except for storefront window signs.

12.2.7 NEON SIGNS
Neon signs are permitted only when all of the following Standards are met:

A) Visibility
The sign does not impair the visibility of adjacent signs.

B) Materials
The sign, location and materials of the sign are compatible with the building and conform to the other requirements of this Section.

C) Associated Use
The sign is more appropriate than an otherwise illuminated sign because of its associated use (e.g. nightclub).

12.3 ALLOWABLE SIGN AREA

12.3.1 MAXIMUM SIGN AREA
A maximum area of one-half (1/2) square foot of signing may be permitted for each linear foot of a business on a primary frontage (facing a public street, public parking lot, or public space) not to exceed forty (40) square feet on any one frontage. A maximum of one-fourth (1/4) square foot of signing may be permitted for each linear foot of a business on a secondary frontage (facing an alley, private driveway, an adjacent building, private parking or service area) not to exceed twenty (20) square feet on any one frontage.

12.3.2 APPLICABILITY
The maximum area of signing noted above shall apply to all wall, window and projecting signs and signs painted on awnings. Further, shingle signs shall not exceed twenty (20) square feet per sign face and shall not project more than five (5) feet from the wall. Shingle signs located under canopies may be the width of the canopy.

12.3.3 FIRST FLOOR SIGNS
Each business with first floor frontage or direct sidewalk access may have a pedestrian-oriented sign attached below a canopy not exceeding five (5) square feet per sign face and with a minimum clearance of eight (8) feet above the sidewalk. Such a sign will not count as part of the maximum business sign allowance.

12.3.4 MULTIPLE TENANT SIGNS
Multiple business directories are intended to address situations where businesses have limited visibility from the adjacent street, and may be permitted when not exceeding two (2) square feet per tenant and twenty (20) square feet total per sign face. Such a sign will not count as part of the maximum business sign allowance.

12.4 MATERIALS

Signs should be painted and/or carved wood, wrought iron, cut out, non reflective metal lettering such as brass, or glass (including stained glass). Signs painted directly on plain surfaces, windows and canvas awnings are generally appropriate. Three dimensional metal "box" signs are not permitted. Decorative neon identification signs may be used as an accent or design feature, but shall not dominate the general appearance of the facade.

12.5 ILLUMINATION

12.5.1 INDIRECT ILLUMINATION
Illumination should generally be indirect such as that provided by "goose necked" light fixtures. In some instances, signs may be flood-lighted or may utilize exposed LED light bulbs.

12.5.2 ILLUMINATED SIGNS NOT PERMITTED
No interior-illuminated signs are permitted. Fluorescent, flashing, and intermittent illumination is not permitted.

12.6 TEMPORARY SIGNS

12.6.1 STORE EVENTS
Temporary signs pertaining to special store events or sales lasting no more than thirty (30) days may be painted or affixed to display windows provided that their total area shall not exceed twenty-five percent (25%) of the window area.

12.6.2 TEMPORARY BANNERS
Banners or other promotional signs may be displayed for up to thirty (30) days. The same or similar signage shall not be replaced within thirty (30) days after removal.

12.7 NON-CONFORMING SIGNS

Non-conforming signs or sign structures shall be removed upon change in tenancy or ownership of the business identified by the sign. No change in copy and/or reuse of non-conforming sign or sign structure shall be permitted in order to identify a new business, product, tenant or occupant.

12.8 UNUSED SIGNS

12.8.1 UNUSED SIGNS
Any sign existing as of or after the effective date of these Standards, which no longer advertises a bona fide business conducted or a product available for purchase by the public, shall be taken down and removed by the owner, agent or person having the beneficial use of the building or structure or land upon to do so.

12.8.2 SIGN REMOVAL BY CITY OR DEVELOPER
Upon failure to comply with such notice within the time specified in such order, the Developer is authorized to cause removal of such sign and any expense incident thereto shall be paid by the owner of the building or structure to which such sign is attached or, if the sign is not attached to a building, then such expense shall be paid by the owner of the sign.

12.9 ILLEGAL CONSTRUCTION

If the Developer finds that any sign has been constructed or erected, or is being maintained in violation of the provisions of this Section, they shall give written notice of such conditions to the permittee. In the event no valid permit exists, the owner will remove or alter the sign so as to comply with this section within thirty (30) days after such notice. Such signs may be removed or altered to comply at the expense of the permittee or the owner of the property upon which the sign is located.

12.10 STREET ADDRESS SIGNS

Building shall display a numerical address sign indicating the legal address in letters not less than four inches in height and clearly visible from the public street.

12.11 PROHIBITED SIGNS

All auto oriented pylon, pole mounted berm mounted, or off-premise identification signs are prohibited. Off-premise directional signs may be approved on a case-by-case basis by the Design Review Board or Town Architect.

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: Z-21-0236

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Gary Bellomy		Phone (512) 694-8839 Email garyb@landdesignstudio.com	
Address 3307 Northlandf Drive, Suite 240	City Austin	State TX	Zip 78731

Property Owner Printed Name: Zekelman Property, LLC		Phone (734) 582-2650 Email brandon.ryckman@zekelman.com	
Address 100 West Big Beaver Road, Suite 390	City Troy	State MI	Zip 48084

Representative *(if different from Applicant or Property Owner)* Firm: Land Design Studio Printed Name: Gary Bellomy		Phone (512) 694-8839 Email garyb@landdesignstudio.com	
Address 3307 Nothrland Drive, Suite 240	City Austin	State Texas	Zip 78731

Street Address: N/A - Interstate 20 frontage road between La Mesa Rd and Fairgrounds Rd

Legal Description Section 1, Block 39, T-2-S T&P RR Co Survey, see attachment

Lot: N/A Block: 39 Subdivision: Carolcrest

Current Zoning: Manufactured Housing and Business Park

Proposed Zone: Planned Development *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: To allow a mixed used project.

Present Use of Property: Vacant land

Proposed Use of Property: Planned Develepment based on attached Regulating Plan.

How would this zone change affect the public health, safety and welfare? Provide housing opportunities for a variety of income levels with adjacent neighborhood services. All plan elements are in a well connected, walkable form which promotes healthy living.

These project elements are consistent with many of the goals found in the current Comprehensive Plan.

Describe how conditions affecting the property have changed since present zoning designation: Present zoning is a combination of MH, Manufactured Housing and BP, Business Park. However the Future Land Use Map designates the tract as a Future Planning Area. The Planned Development designation being sought and the concepts it includes are well aligned with the vision put forth in the Tall City Tomorrow Plan.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland' ~$2,500.00
- Dimensioned Site Plan see Regulating Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – autl*		*sign affidavit below)*
Applicant (signature):		Date: April 28, 2021
Applicant (printed): Gary Bellomy		
Property Owner (signature):	Brandon Ryckman Digitally signed by Brandon Ryckman DN: C=US, E=brandon.ryckman@zekelman.com, OU=Modular, OU=Director of Operations, CN=Brandon Ryckman Date: 2021.04.28 12:08:48-04'00'	Date: April 28, 2021
Property Owner (printed) : Brandon Ryckman		

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 Travis

Before me, the undersigned authority, on this day personally appear Gary Bellomy who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by Zekelman Property LLC, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 28th day of April, 2021, to certify which witness my hand and seal of office.

Marissa Colleen Peterson
MY COMMISSION EXPIRES
August 12, 2022
NOTARY ID: 12499900-1

Marissa Colleen Peterson

08/12/2022 NOTARY PUBLIC, Texas COUNTY Travis

FOR OFFICE USE ONLY

☐ Property Owner Authorization	☐ Dimensioned Site Plan
☐ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check #_____	
Received By:	Date:

****Application will not be considered for scheduling until reviewed by a planner.****

OASIS

A NEW VISION FOR DEVELOPMENT IN MIDLAND



REGULATING PLAN AND DEVELOPMENT STANDARDS

Oasis
Regulating Plan and Development Standards
Midland, Texas

CITY COUNCIL

Patrick Payton • Mayor
Scott Dufford • Council Member
Spencer Robnett• Council Member
John Norman • Council Member
Jack Ladd• Council Member
Lori Blong• Council Member
Michael Trost• Council Member

PLANNING AND ZONING COMMISSION

Cristina Odenborg Burns • Planning Manager
Chuck Harrington • Development Services
Reggie Lawrence • Commission Chair
Lucy Sisniega • Commission Vice Chair
Zachary Deck. • Commission Member
Chase Gardaphe • Commission Member
Stacy Jo Grosse • Commission Member
Diane Williams • Commission Member
Karen Bryant • Commission Member
Emily Holeva • Alternates
Adrian Carrasco • Alternates

OASIS PLANNING TEAM
Land Design Studio • Urban Planning & Design
LCA • Civil Engineers

PLANNED DEVELOPMENT CREATION

An action creating the PLANNED DEVELOPMENT district number _____ for Oasis.

This Regulating Plan is approved by the Planning and Zoning Commission on _____ ___ , 2021 and takes effect on _____ ___ , 2021

Passed and Approved:

_____, 2021 _____ _____, Chairman

Attest:_____ _____, Recording Secretary

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The Oasis Plan

Oasis was conceived as a new mixed-use, mixed-income neighborhood for the City of Midland, offering local retail, daily services, and residential development all in close proximity to one another. The goal is to offer a quality development in a previously undeveloped area near the core of the city.

While this form of development is traditional from a historic standpoint, it no longer represents conventional suburban development patterns. Traditional Neighborhood Development principles form the backbone for the design decisions that have been made in creating the Oasis plan. Many of these principles are rooted in time-tested methodologies and practices, but vary from current development models in most cities around the country. Consequently, the Oasis team has crafted a Regulating Plan and Development Standards in order to assist the City of Midland in administration of the development and allow the Master Developer to utilize a new form of development regulation in the build-out of Oasis.

The Regulating Plan and Development Standards streamlines the entitlement and site planning process while outlining the desired form of development in greater detail than single purpose zoning regulations.

PRINCIPLES OF TRADITIONAL NEIGHBORHOOD DEVELOPMENT (TND)

These are the principles that have been integrated into the Oasis plan. Each principle is followed by the reason or condition that has caused us to pursue this form of development.

1. Cluster retail and basic services together along a single street, without expansive parking lots between them.

This allows people to 'park once' and walk from store to store, reducing vehicle-miles traveled and the congestion often associated with new suburban retail locations.

2. Locate the parking behind the building, shading the parking and providing broad sidewalks in front of the stores, shaded by street trees.

Shaded parking and pedestrian-oriented sidewalks greatly enhances the experience of coming and going from that retail space. Trees have consistently been shown to increase land values, even if only used to shade or screen parking.

3. Integrate residential in close proximity to retail to create a more walkable, sustainable, and usable neighborhood.

If people can walk or bike to work or shopping locations, a second household vehicle may become optional. This flexibility is also enhanced by alternative transportation options. In communities around Texas and around the country, neighborhoods offering this degree of flexibility are consistently becoming more desirable than neighborhoods that isolate residential from commercial uses.

4. Buildings are required to be built adjacent to the edge of the sidewalk, clearly defining a public street space known as 'the public realm'. Parking is predominantly located in the back of buildings, improving the visual connection of buildings to the street. Parking is connected to the front sidewalk by pedestrian passages between buildings.

Placing commercial space directly on the sidewalk improves the experience of walking along the sidewalk and improves the retailing performance by a continous pedestrian activity zone.

5. Provide moderately dense housing alternatives for people less interested in, or not needing a large house and yard.

Conventional suburban housing is often designed for families with two parents and kids, assuming they are looking for a large house and yard. This demographic now represents a much smaller part of the market than it used to, and increasingly, buyers are looking for smaller homes with less maintenance. The townhouse and cottage neighborhoods included in Oasis are designed to offer a variety of homes catering to a variety of ages and income levels.



Above is an artist's rendering of the desired look and feel of a commercial/mixed use street in Oasis - retail shop fronts are pulled up to the shaded sidewalk, parking is provided along the street and behind the buildings. Sidewalks are generous and street widths are narrower than usual. All streets are designed to accommodate pedestrians and cyclists as well as low speed auto traffic.



Oasis' Main Street encourages development of retail frontages and public spaces. This artist's rendering illustrates the possibility of a public open space anchoring one side of the street. Evening entertainment and dining within Oasis would add to the quality of the neighborhood by offering walkable destinations other than just for shopping.



The plan includes a location for a K-12 public charter school. Additionally, Oasis has several acres of public open space of various sizes located throughout the community.

The intent of the Development Standards is to create a clear and predictable system of mandatory design standards that become enabling tools to create a more varied and inherently richer form of community. This form of community embraces a diversity of uses, people, and buildings. The standards are prescriptive, that is, they delineate the desired result and enable its success. The standards are graphic by nature as drawings can more clearly communicate what is prescribed under, or enabled by the standards. The standards are organized into four principle sections, The Regulating Plan, The Frontage Types, The Street Types and Other Standards. Used in concert, these four components form a "Graphical User Interface" utilized by the public and private sectors to expedite the permitting and development process.

DEVELOPMENT PROCEDURE

Component developments in the various Frontage Type Districts will have the incentive of speed to delivery in that the first two steps in the development process, Zoning and Preliminary Plat, are approved by the adoption of this Regulating Plan. Final plats will follow the same procedure as other projects, but will be aided by being components of the Regulating Plan. Building permits and approval of construction plans for infrastructure will follow the review and approval procedures currently in place.

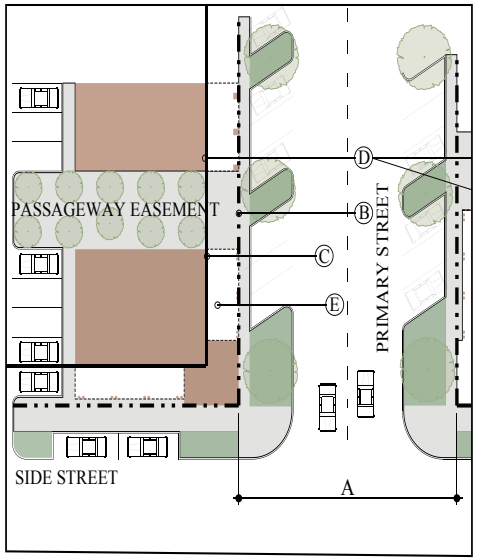
THE REGULATING PLAN

The Regulating Plan lays out the street grid and precisely marks the various urban design regulations within the Standards which are used to produce the community design or town plan. The Regulating Plan designates where and how the Frontage Types are appropriately combined with the various Street Types. The Regulating Plan also designates sites to be set-aside for public open spaces and special sites reserved for civic buildings (such as town halls, schools, and churches).



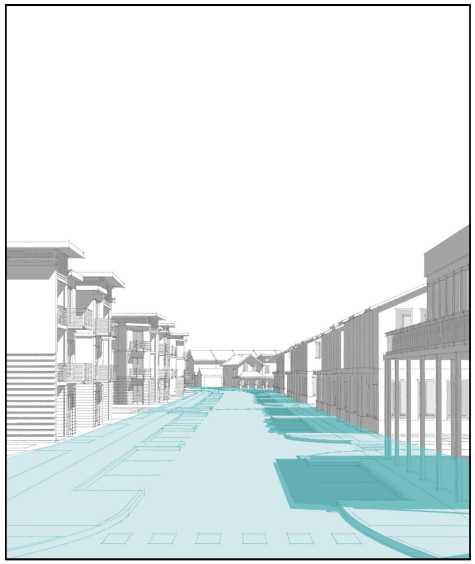
THE FRONTAGE TYPES

The Frontage types take the place of typical zoning categories. Each Frontage type defines the required placement of buildings (build-to-line), the minimum and maximum height, parking standards, architectural standards, and allowable uses for the property. By using a Frontage type instead of traditional zoning, the standards require that buildings meet the sidewalk in a particular way, ensuring the quality of the pedestrian experience.



THE STREET TYPES

The Street Types set out, according to the Regulating Plan, the physical parameters of each street including right-of-way and pavement width, design speed, parking, placement of street trees, etc. The Street Type combined with the Frontage Type establishes the all-important public realm. The public realm is the space defined by opposing building fronts which contains the sidewalks, streets, and open spaces.



OTHER STANDARDS

Other Standards including Open Space, Landscape, Drainage and Signage augment the Frontage and Street Types by filling in important details. These details serve to define the quality of the community beyond what type of building should be built. They set out and ensure what the quality of the public realm will be.



THE ILLUSTRATIVE PLAN

This plan for Oasis represents one potential build-out option and is not intended to replace individual site plans. Streets, block patterns, and land uses shown on this plan are defined and enabled by the Regulating Plan on the following pages.



For the purposes of these Development Standards, the following terms, phrases, words and their derivations shall have the meaning ascribed to them in this section:

Accessory Dwelling Units
A secondary living space which shares ownership and utility connections, and which is on-site with a primary living space and that may be contained within the same structure as is the primary living space, or may be contained in a separate structure.

Appurtenances: Spires, belfries, cupolas, water tanks, ventilators, chimneys or other appurtenances usually required to be placed above the roof level and not intended for human occupancy.

Arcade: a Private Frontage conventional for Retail use wherein the Facade is a colonnade supporting habitable space that overhangs the Sidewalk, while the Facade at Sidewalk level remains at the Build to Line.

Avenue (AV): a Thoroughfare of high vehicular capacity and low to moderate speed, acting as a short distance connector between urban centers, and usually equipped with a landscaped median.

Bed and Breakfast: An owner-occupied Lodging type offering 1 to 5 bedrooms, permitted to serve breakfast in the mornings to guests.

Bicycle Lane (BL): a dedicated lane for cycling within a moderate-speed vehicular Thoroughfare, demarcated by striping or other markings.

Block: the aggregate of private Lots, Passages, Rear Alleys and Rear Lanes, circumscribed by Thoroughfares.

Boulevard (BV): a Thoroughfare designed for high vehicular capacity and moderate speed, traversing an Urbanized area. Boulevards are often equipped with Slip Roads buffering Sidewalks and buildings.

Civic: the term defining not-for-profit organizations dedicated to arts, culture, education, recreation, government, transit, and/or municipal parking.

Build to Line (BTL): The line within a property defining the maximum horizontal distance between a building and the adjacent street right of way line.

City: refers to the City of Midland, Texas

Civic Building: a building operated by not-for-profit organizations dedicated to arts, culture, education, economic development, recreation, religion, government, transit, and municipal parking, or for use approved by Oasis.

Civic Uses: The use of a parcel of land for one or more of the following purposes: park and recreation services, cultural services, religious assembly use, safety and medical services, or transit stops.

Commercial: the term collectively defining workplace, Office, Retail, Service, Sales, Display and Lodging Functions.

Diameter at breast height (DBH): Standard method, in forestry terminology, of expressing the diameter of the trunk of a tree at approximately four feet above grade.

Design Speed: is the velocity at which a Thoroughfare tends to be driven without the constraints of signage or enforcement. There are four ranges of speed: Very Low: (below 20 MPH); Low (20-25 MPH); Moderate: (25-35 MPH); High: (above 35 MPH). Lane width is determined by desired Design Speed. Design Speed is related to but separate from the posted Speed Limit.

Developer (Master Developer): Oasis Development Corporation, a Texas Limited Liability Company, or assigns; serves as the owner and development entity for the Oasis project.

Director: The Director of Planning for the City of Midland.

District: An area of land developed with similar, distinguishing characteristics or uses as defined by Frontage Type.

Driveway: a vehicular lane within a Lot, often leading to a garage.

Effective Turning Radius: the measurement of the inside Turning Radius taking parked cars into account.

Elevation: an exterior wall of a building not along a Frontage Line. See: Facade.

Encroach: to break the plane of a vertical or horizontal regulatory limit with a structural element, so that it extends into a Setback, into the Public Frontage, or above a height limit.

Encroachment: any structural element that breaks the plane of a vertical or horizontal regulatory limit, extending into a Setback, into the Public Frontage, or above a height limit.

Facade: the exterior wall of a building that is set along a Frontage Line. See Elevation.

Forecourt: a frontage wherein a portion of the facade is at the build-to line while a significant portion is setback allowing suitable space for a garden, terrace or entry courtyard.

Frontage: The area between a building Facade and the vehicular lanes, inclusive of its built and planted components. Frontage is divided into Private Frontage and Public Frontage.

Frontage Line: a Lot line bordering a Public Frontage,ie the R.O.W. line. Facades facing Frontage Lines define the public realm and are therefore more regulated than the Elevations facing other Lot Lines.

Green: a Civic Space type for unstructured recreation, spatially defined by landscaping rather than building Frontages and having at least one boundary fronting on a public right-of-way.

Half-Story: the portion of a buildings habitable, conditioned space such as an attic or basement with windows.

Home Occupation: non-Retail Commercial enterprises. The work quarters should be invisible from the Frontage, located either within the house or in an Outbuilding.

Live-Work (or Work-Live): a Mixed Use unit consisting of a Commercial and Residential Functions. The Commercial and/or Residential Function may be anywhere in the unit. It may to be occupied by a business operator who lives in the same structure that contains the Commercial activity or industry or it may be leased.

Lodging: Premises available for daily and weekly renting of bedrooms.

Lot Line: the boundary that legally and geometrically demarcates a Lot.

Lot Width: the length along the Principal Frontage Line of a Lot.

Oasis: Oasis Development Corporation, a Texas Limited Liability Company, or assigns; serves as the owner and development entity for the Oasis project.

Off-Street Parking: Vehicular parking outside the street right-of-way that have adequate drives, aisles, and turning and maneuvering areas for access and usability.

Office: uses associated with buildings occupied for the transaction of business, excluding retail and manufacturing.

On-Street Parking: Vehicular parking contained on the street pavement (public and private streets) located outside the primary travel way, which spaces shall be designated and located parallel or at an angle to the street centerline.

Open Space: A parcel or parcels of land or an area of water, or a combination of land and water, which may include floodplain and wetland areas, within a development area and intended for the use and enjoyment of residents of the development area and, where designated, the community at large, which may be landscaped and improved.

Park: a Public Space type that is available for rest and recreation, may be privately developed and maintained but publicly accessible and having at least one boundary fronting on a public right-of-way.

Planned Development (PD): a development in which the applicable code restrictions, other density requirements, may be modified and/or applied to the development as a whole rather than to each individual lot.

Plaza: a Civic Space type designed for Civic purposes and Commercial activities in the more urban Transect Zones, generally paved and spatially defined by building Frontages and having at least one boundary fronting on a public right-of-way.

Primary Street: . The primary street will be determined based on the following criteria:
1. The street with the highest street classification;
2. The street abutting the longest face of the block;
3. The street generally parallel to an alley within the block.

Principal Building: the main building on a Lot, usually located toward the Frontage.

Regulating Plan: a Zoning Map or set of maps that shows the Use Zones, Civic Zones, Special Districts if any, and Special Requirements if any, of areas subject to, or potentially subject to, regulation by the Development Standards.

Retail: uses for commercial enterprises established for the sale of goods and services.

Residential: uses associated with buildings occupied for the purpose of long term human habitation, excluding short term lodging.

Shared Parking Factor: an accounting for parking spaces that are available to more than one Function.

Shopfront: a Private Frontage conventional for Retail use, with substantial glazing and an awning, wherein the Facade is aligned close to the Frontage Line with the building entrance at Sidewalk grade.

Side Yard Lot: A Lot created for the purpose of a dwelling to be constructed along or near an interior side Lot line with a yard created on the opposite side of the Lot.

Sideyard Building: a building that occupies one side of the Lot with a Setback for a yard on the other side. This type can be a Single or Duplex depending on whether it abuts the neighboring house.

Square: a Civic Space type designed for unstructured recreation and Civic purposes, spatially defined by building Frontages and consisting of Paths, lawns and trees, formally disposed and having at least one boundary fronting on a public right-of-way.

Story: a habitable level within a building, excluding an Attic or raised basement and not exceeding 15 feet in height.

Town Architect/Design Review Board: A licensed Architect or designated committee, contracted by Oasis, with the responsibility of reviewing development concepts, finished construction drawings or completed construction for aesthetic compliance with the overall concept of the Oasis project.

PACKET

Section 3.1

The Regulating Plan

LEGEND

FRONTAGE TYPES

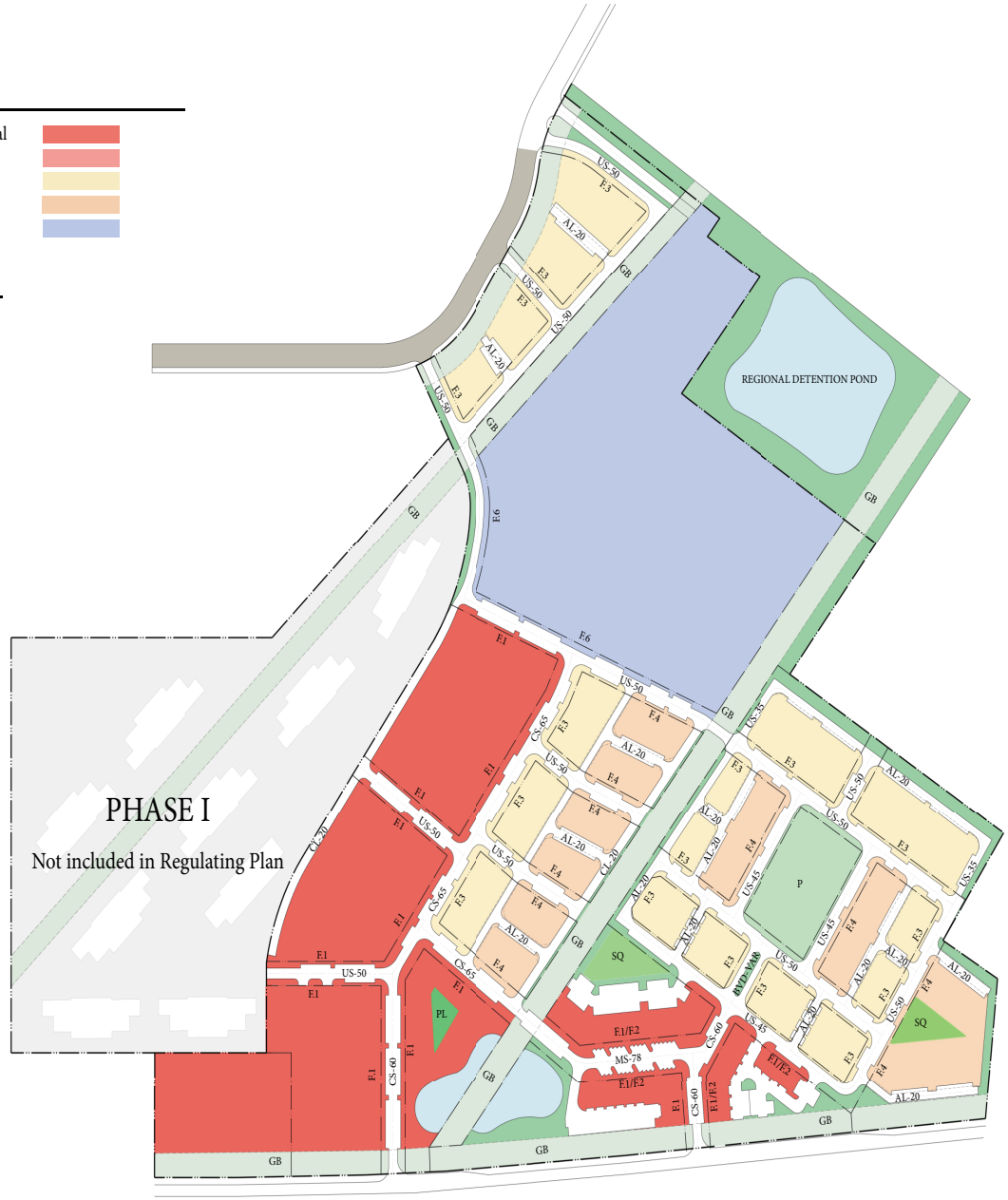
F1	(Section 4.1) Type F1:	Main Street Commercial
F2	(Section 4.2) Type F2:	Live/Work
F3	(Section 4.3) Type F3:	Townhouse
F4	(Section 4.4) Type F4:	Side Yard House
F5	(Section 4.5) Type F5:	Education / Civic

STREET TYPES

MS-78	Main Street 78' R.O.W.
BVD-VAR	Boulevard Variable R.O.W.
CS-65	Commercial Street 65' R.O.W.
CS-60	Commercial Street 60' R.O.W.
US-50	Urban Street 50' R.O.W.
US-45	Urban Street 45' R.O.W.
US-40	Urban Street 40' R.O.W.
CL-20	Commercial Alley 20' Access Easement
AL-20	Residential Alley 20' Access Easement

PUBLIC OPEN SPACE

PL	Plaza
SQ	Square
GR	Green
GB	Greenbelt
P	Park



NORTH

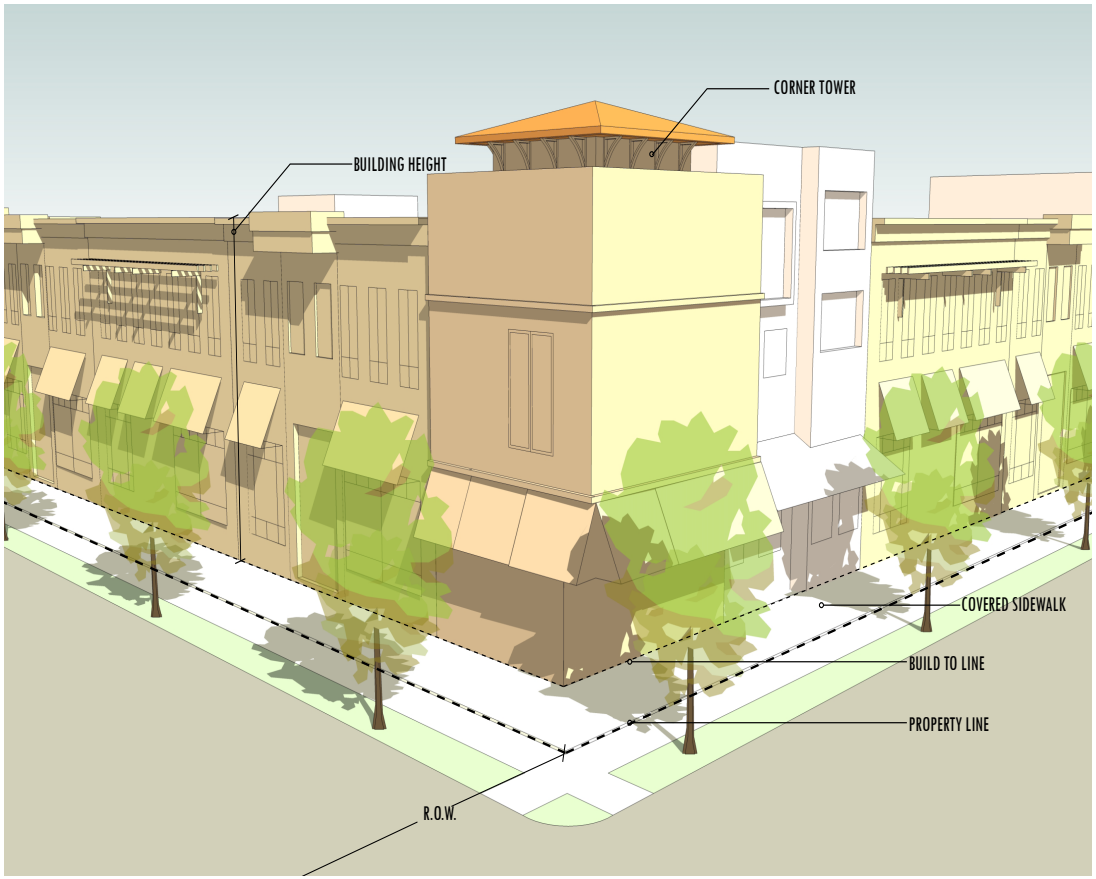
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HOW DOES A FRONTAGE TYPE CODE WORK?

The Oasis Regulating Plan is a Frontage Type code; this means that land uses, height restrictions, parking requirements, etc. are defined by street frontage, rather than by zoning of a particular parcel. In most cases, a parcel will have only one frontage designation; however, unlike traditional zoning, the Frontage Type code prescribes the location of buildings in a way that forms a quality public realm between buildings.

Another unique element of this Frontage Type code is that density is limited primarily by parking requirements. There is no mandated mix of uses, nor compatibility restrictions; instead, frontage types have been assigned in a way that forms a cohesive neighborhood with market flexibility as the project is built out.

Each Frontage Type has a text description and a site plan diagram to help illustrate the intended regulation. The summary Table 4.01, gives a snapshot of the five frontage types designated within the Oasis Regulating Plan.



Summary of Frontage Types

Complete detailed requirements of Frontage Types can be found in Sections 4.1 through 4.5

FRONTAGES	F1 (See Section F1) Main Street Commercial	F2 (See Section F2) Live/Work	F3 (See Section F3) Townhouse	F4 (See Section F4) Sideyard House	F5 (See Section F5) Education
PERMITTED USES	Retail Sales and Service (20,000 SF max per tenant) Office/Research and Development Lodging/Hotel Multi-Family Residential Single Family Attached Residential Day Care	Limited Retail (≤3,000 SF) Limited Office (≤3,000 SF) Lodging/Hotel (≤10 rooms) Multi-Family Residential (≤10 dwelling units Single Family Attached Residential	Single Family Attached Residential	Single Family Detached Residential Ancillary unit	Public or private School
CONDITIONAL USES	Manufacturing (10,000 SF max. per tenant) Congregate Care (100 room max)	None	Home Occupation	Home Occupation	None
PROHIBITED USES	Vehicle Sales Auto Service & Repair Auto Parts Sales Gas Stations Auto Body Painting and Repair Drive-Through Commercial Storage &Warehouse Single Family Detached Residential Sexually-Oriented Businesses	Same as F1 - Main Street	Same as F1 - Main Street Plus: Retail Office Manufacturing	Same as F1 - Main Street Plus: Retail Office Manufacturing	Same as F1 - Main Street Plus: Retail Office Manufacturing
LOT WIDTH	30' min. 240' max (30' increments)	20' min. 40' max	20' min. 40' max	35' min. 60' max	90' min. no max.
LOT DEPTH	No Minimum Maximum limited by block size	No Minimum Maximum limited by block size	80' min. 125' max.	80' min. 150' max.	50' min. no max.
BUILDING HEIGHT	2 stories or 25' minimum 5 stories maximum	2 stories minimum 3 stories maximum	2 stories minimum 3 stories maximum	2 stories minimum 2.5 stories maximum	2 stories minimum 5 stories maximum
SIDE SETBACK	None	None	None	2.5' on one side & 10' on the opposite side	5'
BUILD-TO LINE	0' to 10' from property line (on designated primary frontage)	0' to 10' from property line (on designated primary frontage)	10' from property line (on designated primary frontage)	20' from property line (on designated primary frontage)	90' from property line (on designated primary frontage)
REAR SETBACK	None	None	5' from Alley	5' from Alley	N/A
PARKING RATIOS					
Retail	4 spaces per 1000 GSF	4 spaces per 1000 GSF	N/A	N/A	N/A
Office	4 spaces per 1000 GSF	4 spaces per 1000 GSF	N/A	N/A	N/A
Lodging/Hotel	1 space per Room	1 space per Room	N/A	N/A	N/A
Residential	1.5 spaces per Unit	1.5 spaces per Unit	2 spaces per Primary Unit plus 1 space per ancillary unit	2 spaces per Primary Unit plus 1 space per ancillary unit	N/A
Congregate Care	1.0 spaces per every 2 beds	NA	NA	NA	N/A
Manufacturing	1.0 spaces per 600 GSF	N/A	N/A	N/A	N/A
Education	1.0 spaces per 575 GSF	N/A	N/A	N/A	1.0 spaces per 575 GSF

Table 4.01

4.1.1 DEVELOPMENT REGULATIONS

4.1.1.1 BUILDING PLACEMENT

A) Build-to Line:
A 10' setback from the front property line
1) Primary building facade shall be constructed along a minimum of 80% of the total length of the Build-to-Line.
2) If a forecourt is utilized it may occupy up to 50% of the frontage

B) Rear and side setbacks:
Not required

C) Encroachment:
Arcades and corner towers with occupied or unoccupied space may encroach beyond the Build-to Line to the Property Line. Arcades and corner towers shall encroach a maximum of 10'. No corner tower shall have more than 300 SF on the ground floor encroaching beyond the Build-to line.

D) Pedestrian Passageways:
If parking is provided behind a building, pedestrian passageway must be provided at the ground level providing access to the parking area from the from the Right-of-Way. The passageway shall be a minimum 15' in width and one full floor in height. The passageway may be covered by additional occupied floors or a roof structure.
1. When pedestrian passageways are required, one must be provided for every 150' of frontage.

E) Covered sidewalks:
Covered sidewalks shall be constructed along a minimum of 80% of the primary building facade. Covered sidewalks may be provided as arcades or shop-fronts (fig.4.1A).
1) Covered sidewalks and associated structures may encroach beyond the build-to-line up to the property line. Occupiable space may be constructed above the covered sidewalk and may also encroach beyond the build-to-line up to the property line.
2) Building facades with a covered sidewalk may be constructed a maximum of 3' behind the build-to-line.
3) Arcades shall be constructed to provide a minimum of 8' clear walkway between vertical supports and building facade.
4) Shop-fronts (fig.4.1A) shall provide a minimum of 8' of continuous covered walkway width.
5) If the building does not occupy the entire frontage the sidewalk must still occupy 100% of the frontage.

F) 1st Floor Elevation:
The finish floor of the first level shall be at grade with street sidewalk or made accessible to disabled persons in compliance with the Americans With Disabilities Act and Texas Accessibility Standards.

G) Minimum and Maximum Wall Height:
The maximum building height shall be five stories. Buildings shall be a minimum of two stories or 25' in height at the primary building facade.

4.1.1.2 PARKING

A) Parking spaces shall be 9' width by 18' depth, up to 10% of the total spaces may be assigned as oversized spaces with a width of 10' and a depth of 20'.

B) On-site parking is allowed only at the rear of the building.

C) On-Street Parking in front of building may be used to satisfy minimum parking requirements (see Use Standards below)

D) Shared Parking Standards:
Shared parking standards may replace conventional parking requirements outlined in Use Standards below. Minimum parking requirements may be reduced by 15% percent if shared parking lots serve more than a single use (e.g. Restaurants and Office) long term shared parking agreement shall apply.

E) Parking supply may not exceed the minimum parking requirements outlined in the Use Standards by more than 15%.

F) Parking Garages
Structured parking may be provided for optimal land use efficiency. Parking structure shall meet architectural standards.

4.1.2 USE STANDARDS

4.1.2.1 RETAIL

A) Defined Retail Use:
Retail uses include commercial enterprises established for the sales of goods and services including shops, entertainment establishments, banking, restaurants, and hotel lobbies, eateries and day care facilities.
1) No single retail space shall exceed 20,000 SF per floor.
2) Retail uses shall provide parking at 4 spaces per 1,000 square feet.

4.1.2.2 OFFICE

A) Office Uses Defined:
Office uses are those associated with buildings occupied for the transaction of business, excluding retail and manufacturing.
1) Office uses shall provide parking at 4 spaces per 1,000 square feet (no maximum square footage)

4.1.2.3 LODGING

A) Lodging Uses Defined:
Lodging uses are those associated with buildings occupied for short-term (not to exceed three consecutive weeks) human habitation.
1) Lodging uses shall provide 1 parking space per lodging unit. (no maximum number of units)

4.1.2.4 RESIDENTIAL

A) Residential Uses Defined:
Residential uses are those associated with buildings occupied for the purpose of long term human habitation, excluding lodging.
1) Residential uses shall provide designated parking at 1.5 spaces per dwelling unit. (no maximum density)
2)Multifamily residential uses may provide detached garages for up to 10% of total dwelling units and may include storage outside dwelling unit not to exceed a rate of 2 storage units per garage.

4.1.2.5 CONDITIONAL USES

A) Conditional Uses Defined:
Conditional Uses are considered exceptional situations that must have the approval of the Design Review Board or Town Architect. The following may be acceptable conditional uses in areas designated F1:
1) Limited Manufacturing:
No single manufacturing occupied building space shall exceed 10,000 SF. All rear service yards and visible materials must be screened by a solid masonry wall at least 6 ft. tall. The parking requirement shall be negotiated according to the specific manufacturing activity. Screens shall match adjacent architecture.
2) Congregate Care:
Longterm residential facilities offering skilled nursing services are allowed, not to exceed 100 beds. Related single family attached residences for individuals utilizing services of the congregate care facility are allowed so long as they are owned and managed by the congregate care provider.

4.1.2.6 PROHIBITED USES

A) See prohibited use Table 4.01

4.1.3 ARCHITECTURAL STANDARDS

Architectural standards shall be enforced by the Oasis Master Developer.

4.1.3.1 ARCHITECTURAL CHARACTER

All architectural design shall reflect the vernacular traditions of the West Texas region. The following architectural standards allow for a variety of interpretations, both contemporary and historic.

A) Building massing and facades:
No single building facade type shall exceed 90' in length along the primary Build-to-Line; change in massing or materials shall constitute a change in facade type.

B) Exterior walls:
All exterior-building walls shall be finished in brick, native stone, cast stone, stucco, cementitious board (Hardie), wood or engineered wood. Exterior insulation finishing system (E.I.F.S.) may be used above the first story or a minimum of 12' above grade, whichever is higher. Galvanized or factory finished metal paneling is permitted, but may be used on no more than 50% of exterior elevations.

C) Change in materials:
Shall occur along a horizontal line (with the heavier material at the bottom), or at the joint along an inside corner. Facades shall include no more than three major materials.

D) Awnings and canopies:
Shall be made of sheet metal or canvas/poly membrane. Plastic or vinyl awnings are not permitted. Trellises and sun shading devices are recommended and shall be made of wood or metal.

E) Signage: refer to signage standards (section 9.0)

F) Bicycle racks:
One bicycle rack shall be provided per 10,000 square feet of occupied building area. Bike racks may be ganged together block-by-block and located in the Passageway Easements.

G) Roofs:
1) Pitched roofs:
Pitched roofs may be clad in painted or galvanized metal, clay or concrete tile. Composition shingles are permitted only where not visible from a public right-of-way. Pitched roofs shall be symmetrical gable, hip, or barrel vault with a pitch no less than 3/12. Porch and arcade roofs may be 2/12 min. Pitch. Mansard roofs are not permitted.
2) Flat roofs may be made of built-up roofing or a membrane roofing system.
3) Roof penetrations and rooftop mechanical systems shall be screened or setback from view at street level from either the front or side. Screening devices may be parapet extensions or free standing and shall be of material similar to the base building.

H) Glazing:
Glazed openings shall be at least 40 percent of the wall surface along a build-to line at the ground level and 25 percent on upper floors. Glazing shall not exceed 80 percent.
1) Framing shall be commercial grade painted wood, aluminum, or steel.
2) Glazing shall be clear; no reflective or spandrel glass is permitted.
3) Window openings shall be vertical or square in proportion.

Frontage Type F1 : Main Street Commercial

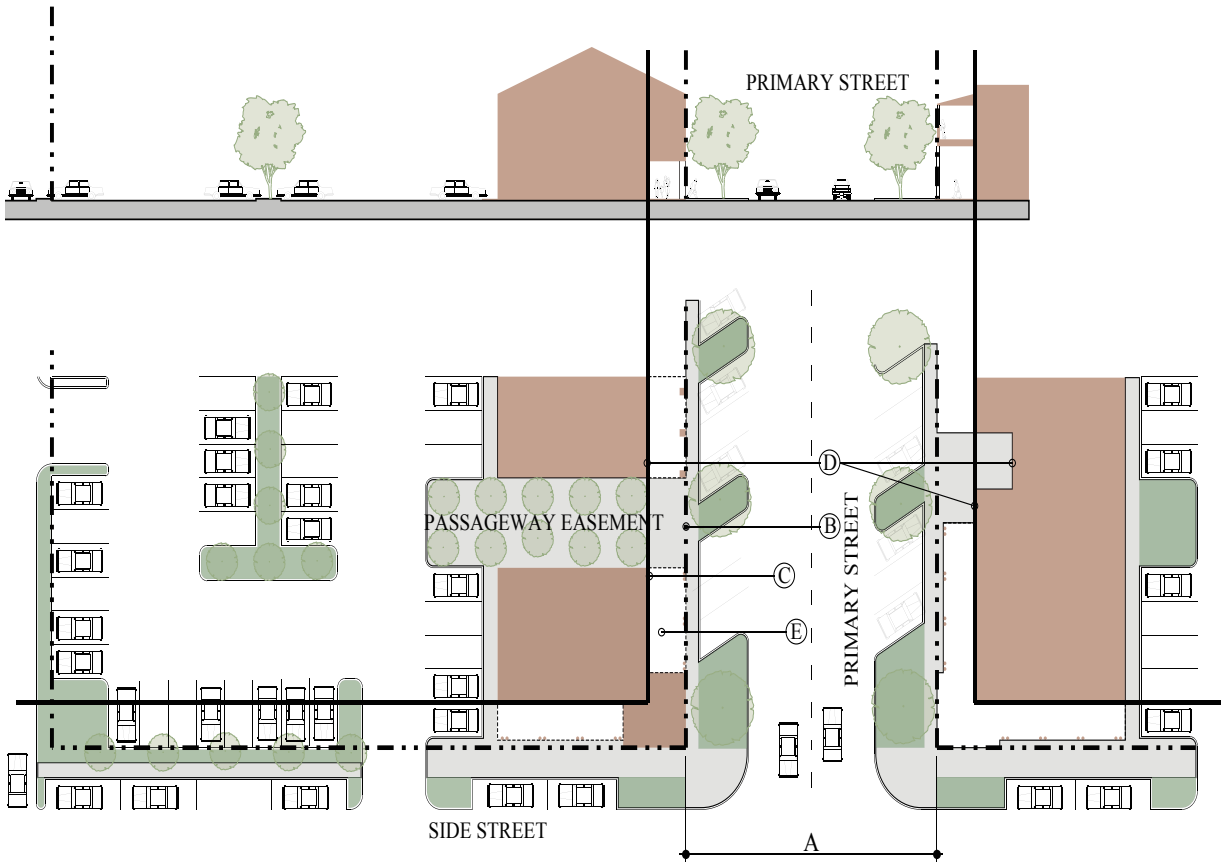


Figure 4.1 Frontage Type - Main Street Commercial

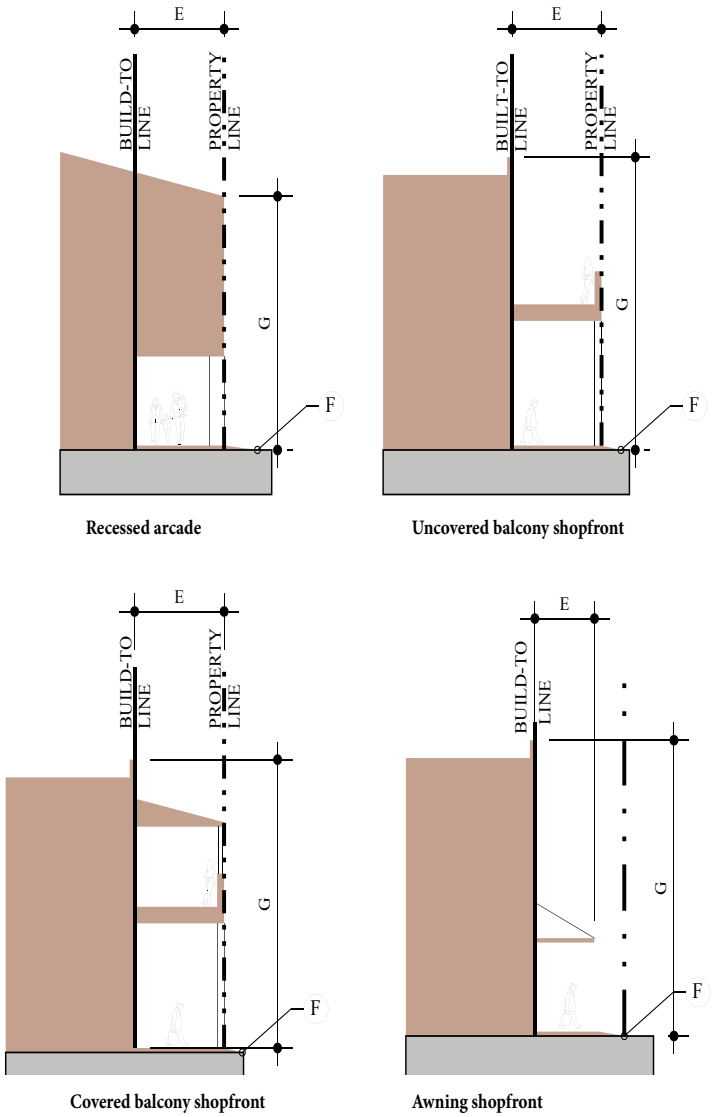


Figure 4.1A
STREET FRONTAGE ARCHITECTURAL OPTIONS

KEYED NOTES

Frontage Type F1: Main Street Commercial

- (A) Right of Way; see street types and standards
- (B) Property Line:
- (C) The Build-to-Line, 0' to 10' setback from the property line
- (D) Primary Building Facade; constructed along 80% of the length of the Build-to-Line
- (E) Covered Sidewalk; may encroach in the setback up to the property line, minimum of 8' deep
- (F) First floor elevation flush with sidewalk or fully accessible
- (G) Building height; 2 stories or 25' minimum; 5 stories maximum

4.2.1 DEVELOPMENT REGULATIONS

4.2.1.1 BUILDING PLACEMENT

A) Build-to Line:
A 10' setback from the front property line
1) Primary building facade shall be constructed along a minimum of 80% of the total length of the Build-to-Line.

B) Rear and side setbacks:
Not required

D) Encroachment:
Corner towers, bay windows, or canopies with occupied or unoccupied space may encroach a maximum of 3' beyond the Build-to-Line. No corner tower shall have more than 300 SF on the ground floor encroaching beyond the Build-to-Line.
1) Stoops, porches or balconies may encroach a maximum of 8' beyond the Build-to-Line.
2) If a stoop is provided, it shall be a minimum of 30 square feet.
3) Stoops and/or porches shall be spaced no more than 60 linear feet along the Build-to-Line within a single parcel.

E) Pedestrian Passageways:
None required

F) Covered sidewalks:
Not required

J) 1st Floor Elevation:
The finish floor of the first level shall be at grade with street sidewalk or made accessible to disabled persons in compliance with the Americans With Disabilities Act and Texas accessibility standards.

K) Minimum and Maximum Wall Height:
The maximum building height shall be three stories. Buildings shall be a minimum of two stories at the primary building facade.

4.2.1.2 PARKING

A) Parking spaces shall be 9' in width by 18' depth, up to 10% of the total spaces may be assigned as oversized spaces with a width of 10' and a depth of 20'.

B) On-site parking is allowed only at the rear of the building.

C) On-Street Parking in front of building may be used to satisfy minimum parking requirements (see Use Standards below)

D) Shared Parking Standards:
Shared parking standards may replace conventional parking requirements outlined in Use Standards below. Minimum parking requirements may be reduced by 15% percent if shared parking lots serve more than a single use (e.g. Restaurants and Office)

E) Parking supply may not exceed the minimum parking requirements outlined in the Use Standards by more than 25%.

F) Parking Garages
Structured parking may be provided for optimal land use efficiency. Parking structure shall meet architectural standards.

4.2.2 USE STANDARDS

4.2.2.1 RETAIL (limited)

A) Defined Retail Use:
Retail uses include commercial enterprises established for the sales of goods and services including shops, entertainment establishments, banking, restaurants, and hotel lobbies and eateries.
1) Retail uses shall provide parking at 4 spaces per 1,000 square feet (maximum of 3,000 square feet)

4.2.2.2 OFFICE (limited)

A) Office Uses Defined:
Office uses are those associated with buildings occupied for the transaction of business, excluding retail and manufacturing.
1) Office uses shall provide parking at 4 spaces per 1,000 square feet (maximum of 3,000 square feet)

4.2.2.3 LODGING (limited)

A) Lodging Uses Defined:
Lodging uses are those associated with buildings occupied for short-term human habitation.
1) Lodging uses shall provide 1 parking space per lodging unit. (maximum of 10 units)

4.2.2.4 RESIDENTIAL

A) Residential Uses Defined:
Residential uses are those associated with buildings occupied for the purpose of long term human habitation, excluding lodging.
1) Residential uses shall provide designated parking at 1.5 spaces per dwelling unit. (no maximum density)
2) Parking for conditional uses and non-conventional unit sizes may be modified with approval of the Town Architect.

4.2.2.5 CONDITIONAL USES

A) Conditional Uses Defined:
Conditional Uses are considered exceptional situations that must have the approval of the Master Developer. The following may be acceptable conditional uses in areas designated F2:
1) Multifamily Residential:
Townhouse lots may be combined to create multifamily development parcels. Architectural massing shall remain consistent with that of surrounding uses, as determined by the Town Architect. Multifamily uses shall be allowed a maximum height of 4 stories and not exceed 20 dwelling units. A maximum of 25% of all combined F2 and F3 frontage may be used for Multifamily Residential.
2) Home occupation permitted

4.2.2.6 PROHIBITED USES

A) See prohibited use Table 4.01.

4.2.3 ARCHITECTURAL STANDARDS

Architectural standards shall be enforced by the Oasis Master Developer.

4.1.3.1 ARCHITECTURAL CHARACTER

All architectural design shall reflect the vernacular traditions of the West Texas region. The following architectural standards allow for a variety of interpretations, both contemporary and historicist.

A) Building massing and facades:
No single building facade type shall exceed 90' in length along the primary Build-to-Line; change in massing or materials shall constitute a change in facade type.

B) Exterior walls:
All exterior-building walls shall be finished in brick, native stone, cast stone, stucco, cementitious board (Hardie), wood or engineered wood. Exterior insulation finishing system (E.I.F.S.) may be used above the first story or a minimum of 12' above grade, whichever is higher. Galvanized or factory finished metal paneling is permitted, but may be used on no more than 50% of exterior elevations.

C) Change in materials:
Shall occur along a horizontal line (with the heavier material at the bottom), or at the joint along an inside corner. Facades shall include no more than three major materials.

D) Awnings and canopies:
Shall be made of sheet metal or canvas/poly membrane. Plastic or vinyl awnings are not permitted. Trellises and sun shading devices are recommended and shall be made of wood or metal.

E) Signage: refer to signage standards (section 9.0)

F) Bicycle racks:
One bicycle rack shall be provided per 10,000 square feet of occupied building area. Bike racks may be ganged together block-by-block and located in the Passageway Easements.

G) Roofs:
1) Pitched roofs:
Pitched roofs may be clad in painted or galvanized metal, clay or concrete tile. Composition shingles are permitted only where not visible from a public right-of-way. Pitched roofs shall be symmetrical gable, hip, or barrel vault with a pitch no less than 3/12. Porch and arcade roofs may be 2/12 min. Pitch. Mansard roofs are not permitted.
2) Flat roofs may be made of built-up roofing or a membrane roofing system.
3) Roof penetrations and rooftop mechanical systems shall be screened or setback from view at street level from either the front or side. Screening devices may be parapet extensions or free standing and shall be of material similar to the base building.

H) Glazing:
Glazed openings shall be at least 30 percent of the wall surface along a build-to line at the ground level and 20 percent on upper floors. Glazing shall not exceed 70 percent.
1) Framing shall be commercial grade painted wood, aluminum, or steel.
2) Glazing shall be clear; no reflective or spandrel glass is permitted.
3) Window openings shall be vertical or square in proportion.

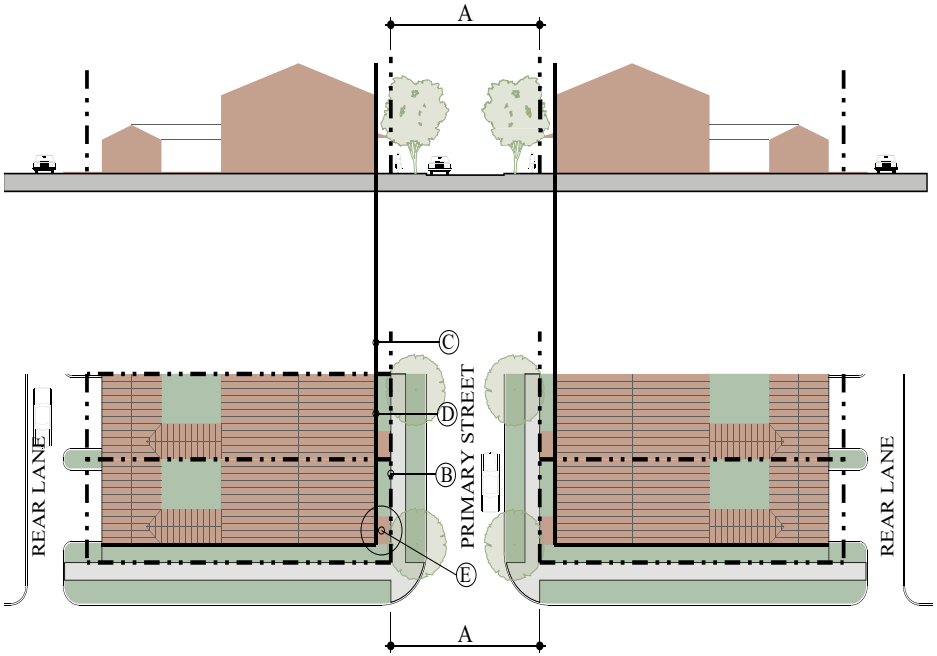


Figure 4.2: Frontage Type- - Livework

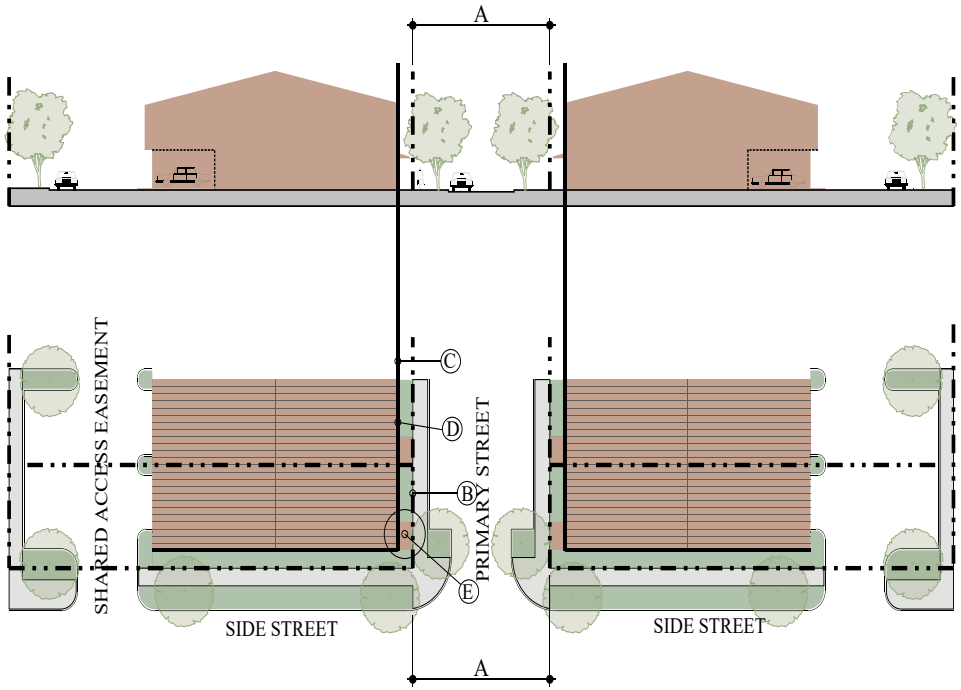


Figure 4.2a
TYPE F2 with TUCK-UNDER GARAGE

KEYED NOTES
Frontage Type F2: Livework

- (A) Right of Way; see street types and standards
- (B) Property Line:
- (C) The Build-to-Line, 0' to 10' setback from the property line
- (D) Primary Building Facade; constructed along 80% of the length of the Build-to-Line
- (E) Porch/Stoop Encroachment
- (F) Building height; 2 stories or 25' minimum; 3 stories maximum

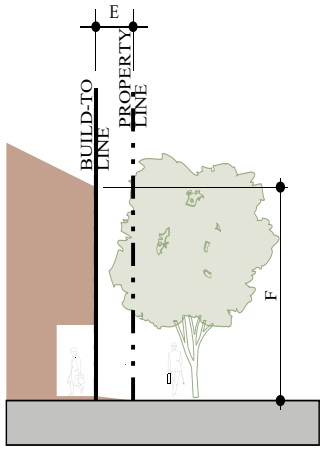


Figure 4.2b
TYPE F2 with RECESSED STOOP

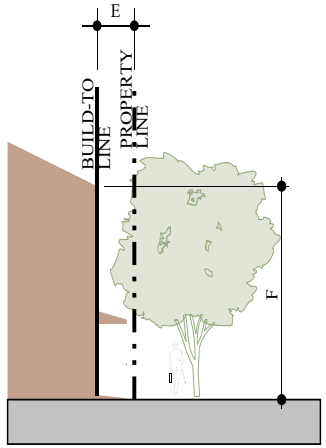


Figure 4.2c
TYPE F2 with PROJECTING STOOP

4.3.1 DEVELOPMENT REGULATIONS

4.3.1.1 BUILDING PLACEMENT

A) Build-to Line:
A 10' setback from the front property line
1) Primary building facade shall be constructed along a minimum of 80% of the total length of the Build-to-Line.

B) Rear and side setbacks:
Not required

C) Encroachment:
Corner towers, bay windows, or canopies with occupied or unoccupied space may encroach a maximum of 3' beyond the Build-to-Line. No corner tower shall have more than 300 SF on the ground floor encroaching beyond the Build-to-Line.
1) Stoops, porches or balconies may encroach a maximum of 8' beyond the Build-to-Line.
2) If a stoop is provided, it shall be a minimum of 30 square feet.
3) Stoops and/or porches shall be spaced no more than 60 linear feet along the Build-to-Line within a single parcel.

D) Pedestrian Passageways:
None required

E) Covered sidewalks:
Not required

F) 1st Floor Elevation:
The finish floor of the first level shall be a minimum of 24 inches above the sidewalk or top of curb.

G) Minimum and Maximum Wall Height:
The maximum building height shall be three stories. Buildings shall be a minimum of two stories at the primary building facade.

4.3.1.2 PARKING

A) Parking spaces shall be 9' in width by 18' depth, up to 10% of the total spaces may be assigned as oversized spaces with a width of 10' and a depth of 20'.

B) On-site parking is allowed only at the rear of the building.

C) On-Street Parking in front of building may be used to supplement minimum parking requirements (see Use Standards below)

D) Shared Parking Standards:
Shared parking standards may NOT replace minimum parking standards in areas designated F3.

E) Parking supply may not exceed the minimum parking requirements outlined in the Use Standards by more than 15%.

F) Parking garages shall count as required parking.

4.3.2 USE STANDARDS

4.3.2.4 RESIDENTIAL

A) Residential Uses Defined:
Residential uses are those associated with buildings occupied for the purpose of long term human habitation, excluding lodging.
1) Residential uses shall provide designated parking at 2 spaces per dwelling unit. (no maximum density)
2) Parking for conditional uses and non-conventional unit sizes may be modified with approval of the Town Architect.

4.3.2.5 CONDITIONAL USES

A) Conditional Uses Defined:
Conditional Uses are considered exceptional situations that must have the approval of the Town Architect or district Design Review Board. The following may be acceptable conditional uses in areas designated F3:
1) Multifamily Residential:
Townhouse lots may be combined to create multifamily development parcels. Architectural massing shall remain consistent with that of surrounding uses, as determined by the Town Architect. Multifamily uses shall be allowed a maximum height of 4 stories and not exceed 20 dwelling units. A maximum of 25% of all combined F2 and F3 frontage may be used for Multifamily Residential.
2) Home occupation permitted

4.3.2.6 PROHIBITED USES

A) See prohibited use Table 4.01.

4.3.3 ARCHITECTURAL STANDARDS

Architectural standards shall be enforced by the Oasis Master Developer.

4.3.3.1 ARCHITECTURAL CHARACTER

All architectural design shall reflect the vernacular traditions of the Central Texas region. The following architectural standards allow for a variety of interpretations, both contemporary and historicist.

A) Building massing and facades
No single building facade type shall exceed 30' in length along the primary Build-to-Line; change in massing or materials shall constitute a change in facade type.

B) Exterior walls:
All exterior-building walls shall be finished in brick, native stone, cast stone, stucco, cementitious board (Hardie), or wood. Exterior insulation finishing system (E.I.F.S.) may not be used. Galvanized or weathered metal paneling is permitted, but may be used on no more than 50% of exterior elevations.

C) Change in materials:
Shall occur along a horizontal line (with the heavier material at the bottom), or at the joint along an inside corner. Facades shall include no more than three major materials.

D) Awnings and canopies:
Shall be made of sheet metal or canvas membrane. Plastic, fabric or vinyl awnings are not permitted. Trellises and sun shading devices are recommended and shall be made of wood or metal.

E) Roofs
1) Pitched roofs:
Pitched roofs may be clad in painted or galvanized metal, clay or concrete tile. No composition shingles are permitted. Pitched roofs shall be symmetrical gable, hip, or barrel vault with a pitch no less than 3/12. Porch and arcade roofs may be 2/12 min. Pitch. Mansard roofs are not permitted.
2) Flat roofs may be made of built-up roofing or a membrane roofing system.
3) Roof penetrations and rooftop mechanical systems shall be screened or setback from view at street level.

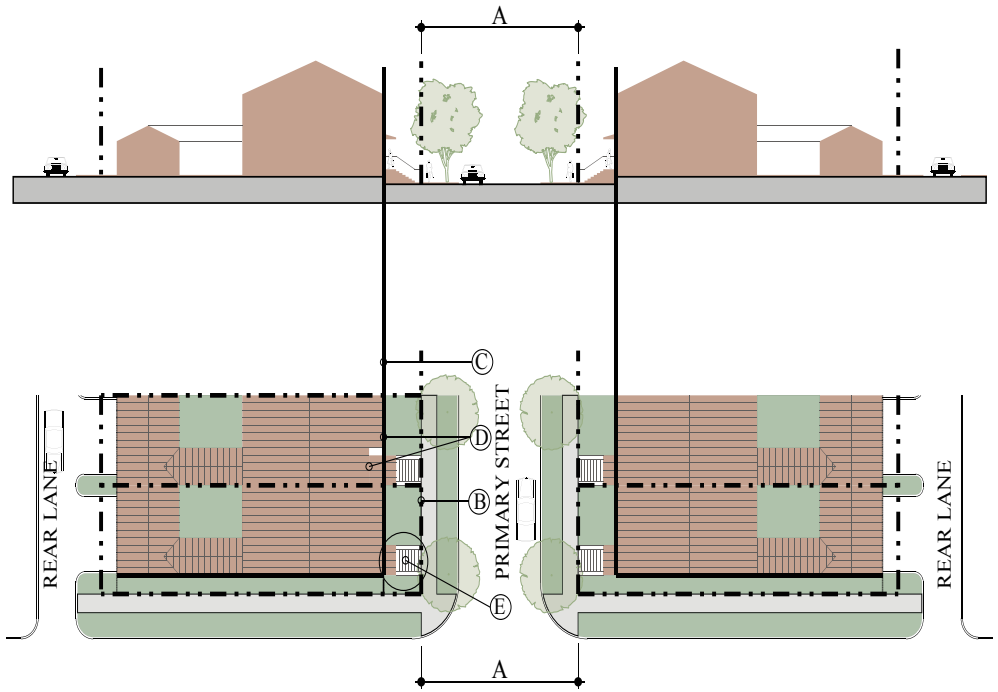


Figure 4.3: Frontage Type - Townhouse

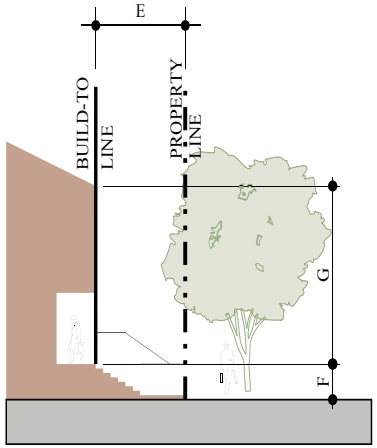


Figure 4.3a
TYPE F3 with RECESSED STOOP

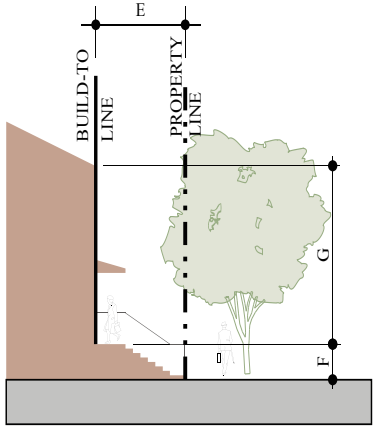


Figure 4.3b
TYPE F3 with PROJECTING STOOP

KEYED NOTES
Frontage Type F3: Townhouse

- (A) Right of Way; see street types and standards
- (B) Property Line:
- (C) The Build-to-Line, 10' setback from the property line
- (D) Primary Building Facade; constructed along 80% of the length of the Build-to-Line
- (E) Porch/Stoop Encroachment
- (F) First floor elevation min. 24" above sidewalk
- (G) Building height; 2 stories or 25' minimum; 3 stories maximum

4.4.1 DEVELOPMENT REGULATIONS

4.4.1.1 BUILDING PLACEMENT

A) Build-to Line:
A 20' setback from the front property line
1) Primary building facade shall be constructed along a minimum of 50% of the total length of the Build-to-Line.

B) Rear and side setbacks:
1) 5' rear setback
2) 2.5' side setback on one side; 10' side setback on opposite side.
3) 10' street sideyard setback where the lot occupies the end of a block.

D) Encroachment:
Corner towers, bay windows, or canopies with occupied or unoccupied space may encroach a maximum of 3' beyond the Build-to-Line. No corner tower shall have more than 300 SF on the ground floor encroaching beyond the Build-to-Line.
1) Stoops, porches or balconies may encroach a maximum of 10' beyond the Build-to-Line.
2) If a stoop is provided, it shall be a minimum of 30 square feet.
3) If a porch is provided, it shall be a minimum of 8' deep.

E) Pedestrian Passageways:
None required

F) Covered sidewalks:
Not required

J) 1st Floor Elevation:
The finish floor of the first level shall be a minimum of 24 inches above the sidewalk.

K) Minimum and Maximum Wall Height:
The maximum building height shall be two and one-half stories. Buildings shall be a minimum of two stories at the primary building facade.

4.4.1.2 PARKING

A) Off street parking spaces shall be 9' in width by 18' depth, up to 10% of the total spaces may be assigned as oversized spaces with a width of 10' and a depth of 20'.

B) On-site parking is allowed only at the rear of the building.

C) On-Street Parking in front of building may be used to supplement minimum parking requirements (see Use Standards below)

D) Shared Parking Standards:
Shared parking standards may NOT replace minimum parking standards in areas designated F4.

E) Parking supply may not exceed the minimum parking requirements outlined in the Use Standards by more than 15%.

F) Parking garages shall count as required parking

4.4.2 USE STANDARDS

4.4.2.4 RESIDENTIAL

A) Residential Uses Defined:
Residential uses are those associated with buildings occupied for the purpose of long term human habitation, excluding lodging.
1) Residential uses shall provide designated parking at 2 spaces per dwelling unit plus 1 space per accessory dwelling unit. (no maximum density)
2) Parking for conditional uses and non-conventional unit sizes may be modified with approval of the Town Architect.

4.4.2.5 CONDITIONAL USES

A) Conditional Uses Defined:
Conditional Uses are considered exceptional situations that must have the approval of the Town Architect. The following may be acceptable conditional uses in areas designated F4:
1) Multifamily Residential is not permitted
2) Home occupation permitted
3) Ancillary units permitted

4.4.2.6 PROHIBITED USES

A) See prohibited use Table 4.01.

4.4.3 ARCHITECTURAL STANDARDS

Architectural standards shall be enforced by the Oasis Master Developer.

4.4.3.1 ARCHITECTURAL CHARACTER

All architectural design shall reflect the vernacular traditions of the Central Texas region. The following architectural standards allow for a variety of interpretations, both contemporary and historicist.

A) Building massing and facades
No single building facade type shall exceed 30' in length along the primary Build-to-Line; change in massing or materials shall constitute a change in facade type.

B) Exterior walls:
All exterior-building walls shall be finished in brick, native stone, cast stone, stucco, cementitious board (Hardie), or wood. Exterior insulation finishing system (E.I.F.S.) may not be used. Galvanized or weathered metal paneling is permitted, but may be used on no more than 50% of exterior elevations.

C) Change in materials:
Shall occur along a horizontal line (with the heavier material at the bottom), or at the joint along an inside corner. Facades shall include no more than three major materials.

D) Awnings and canopies:
Shall be made of sheet metal or canvas membrane. Plastic, fabric or vinyl awnings are not permitted. Trellises and sun shading devices are recommended and shall be made of wood or metal.

G) Roofs
1) Pitched roofs:
Pitched roofs may be clad in painted or galvanized metal, clay or concrete tile. No composition shingles are permitted. Pitched roofs shall be symmetrical gable, hip, or barrel vault with a pitch no less than 3/12. Porch and arcade roofs may be 2/12 min. Pitch. Mansard roofs are not permitted.
2) Flat roofs may be made of built-up roofing or a membrane roofing system.
3) Roof penetrations and rooftop mechanical systems shall be screened or setback from view at street level.

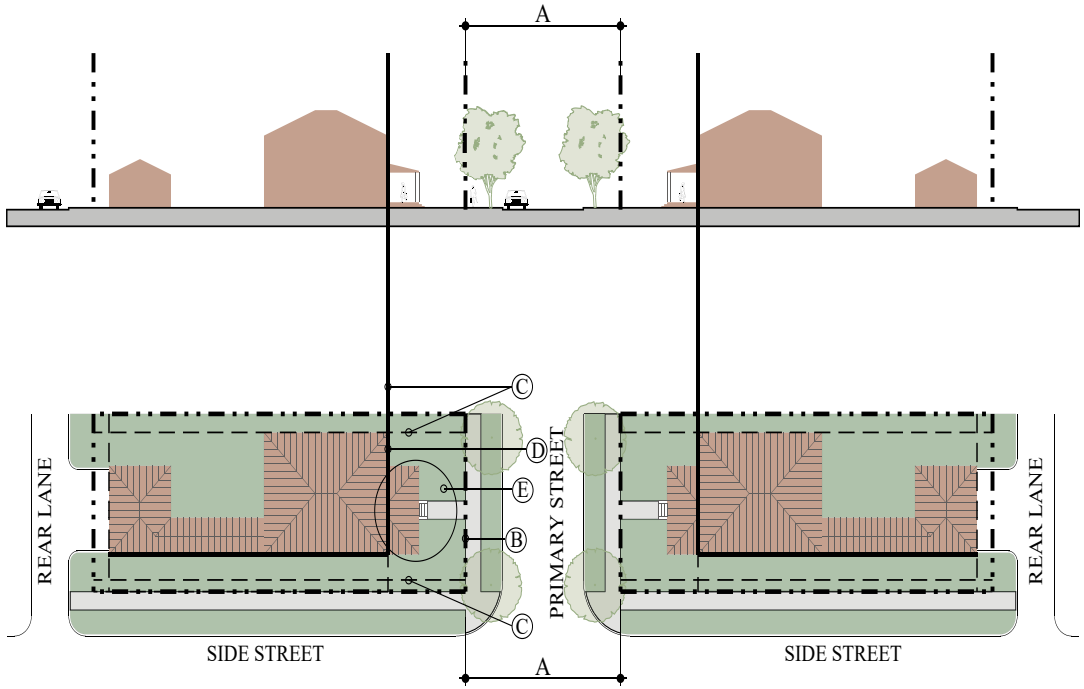


Figure 4.4: Frontage Type - Sideyard

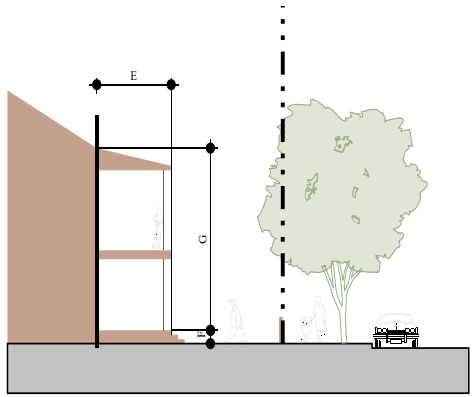


Figure 4.4a
TYPE F4 with COLONNADE

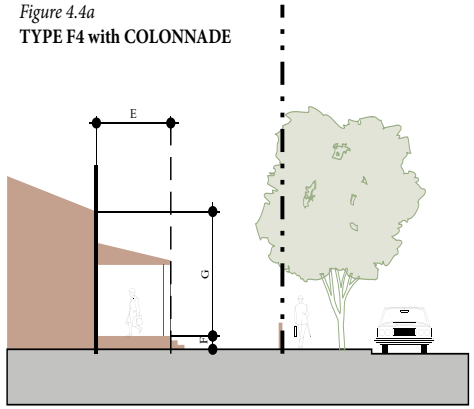


Figure 4.4b
TYPE F4 with ONE STORY PORCH

KEYED NOTES
Frontage Type F4: Sideyard

- (A) Right of Way; see street types and standards
- (B) Property Line:
- (C) The Build-to-Line, 20' setback from the front property line, 5' rear and side setback, 2.5' side setback on one side.
- (D) Primary Building Facade; constructed along 80% of the length of the Build-to-Line
- (E) Porch/Stoop Encroachment
- (F) First floor elevation min. 24" above sidewalk
- (G) Building height; 2 stories or 25' minimum; 2.5 stories maximum

4.4.1 DEVELOPMENT REGULATIONS

4.4.1.1 BUILDING PLACEMENT

A) Build-to Line:
A 90' setback from the front property line
1) Primary building facade shall be constructed along a minimum of 50% of the total length of the Build-to-Line.

B) Rear and side setbacks:
1) 5' rear setback
2) 5' side setback

D) Encroachment:
Corner towers, or canopies with occupied or unoccupied space may encroach a maximum of 30' beyond the Build-to-Line. No corner tower shall have more than 1,000 SF on the ground floor encroaching beyond the Build-to-Line.

E) Pedestrian Passageways:
None required

F) Covered sidewalks:
Recommended for primary student entries.

J) 1st Floor Elevation:
The finish floor of the first level shall be at grade with street sidewalk or made accessible to disabled persons in compliance with the Americans With Disabilities Act and Texas accessibility standards.

K) Minimum and Maximum Wall Height:
The minimum building height shall be two and maximum five stories. Ancillary structures may be one story.

4.4.1.2 PARKING

A) Parking spaces shall be 9' in width by 18' depth, up to 10% of the total spaces may be assigned as oversized spaces with a width of 10' and a depth of 20'.

B) On-site parking is allowed only behind the building.

C) On-Street Parking in front of building may be used to satisfy visitor parking requirements.

D) Shared Parking Standards:
Shared parking standards may NOT replace minimum parking standards in areas designated F5.

E) Parking supply may not exceed the minimum parking requirements outlined in the Use Standards by more than 15%.

4.4.2 USE STANDARDS

4.4.2.4 EDUCATIONAL

A) Educational Uses Defined:
Educational uses are those associated with buildings occupied for the purpose of educational instruction and related services, for public school grades Pre-K through 12.
1) Educational uses shall provide designated parking at one space per 575 gross square feet excluding ancillary structures, play fields, etc. Visitor spaces shall be included in the total parking allowed.

4.4.2.5 CONDITIONAL USES

None are allowed.

4.4.2.6 PROHIBITED USES

A) See prohibited use Table 4.01.

4.4.3 ARCHITECTURAL STANDARDS

Architectural standards shall be enforced by the Oasis Master Developer.

4.4.3.1 ARCHITECTURAL CHARACTER

All architectural design shall reflect the vernacular traditions of the West Texas region. The following architectural standards allow for a variety of interpretations, both contemporary and historic.

A) Building massing and facades
No single building facade type shall exceed 180 feet in length along the primary Build-to-Line; change in massing or materials shall constitute a change in facade type.

B) Exterior walls:
All exterior-building walls shall be finished in brick, native stone, cast stone, stucco or cementitious board (Hardie). Exterior insulation finishing system (E.I.F.S.) may not be used. Galvanized or factory finished metal paneling is permitted, but may be used on no more than 50% of exterior elevations.

C) Change in materials:
Shall occur along a horizontal line (with the heavier material at the bottom), or at the joint along an inside corner. Facades shall include no more than three major materials.

D) Awnings and canopies:
Shall be made of factory finished metal or other permanent roofing materials. Plastic, fabric or vinyl awnings are not permitted. Trellises and sun shading devices are recommended and shall be made of wood or metal.

G) Roofs
1) Pitched roofs:
Pitched roofs may be clad in factory finished or galvanized metal, clay or concrete tile. No composition shingles are permitted. Pitched roofs shall be symmetrical gable, hip, or barrel vault with a pitch no less than 3/12. Canopy, colonnade and arcade roofs may be 1/12 min. Pitch. Mansard roofs are not permitted.
2) Flat roofs may be made of built-up roofing or a membrane roofing system.
3) Roof penetrations and rooftop mechanical systems shall be screened or setback from view at street level, including adjacent public rights-of-way.

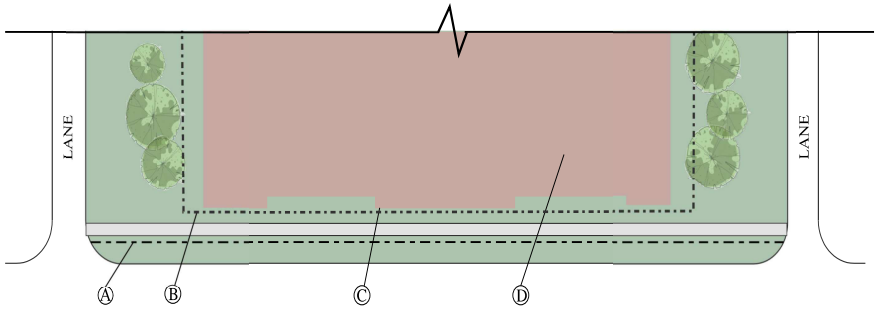


Figure 4.5: Frontage Type - Education

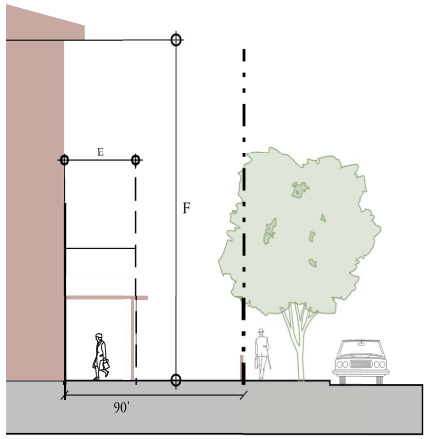


Figure 4.5a
TYPE F5 with ONE STORY PORCH

KEYED NOTES
Frontage Type F5: Education

Ⓐ Right of Way; see street types and standards
Ⓑ Property Line:
Ⓒ The Build-to-Line, 10' setback from the property line, 5' rear and side setback
Ⓓ Primary Building Facade; constructed along 75% of the length of the Build-to-Line
Ⓔ Porch/Stoop Encroachment
Ⓕ Building height 2 stories or 25' minimum, 5 stories maximum

HOW DO STREET TYPES AFFECT DEVELOPMENT?

The frontage types outlined in the previous section of these standards are paired with street types to define the general character and quality of public space within the plan. The Regulating Plan defines locations for each street type and frontage type. The remainder of the Development Standards fills in the gaps, specifying landscape and drainage requirements, utility locations, open space programming, etc.

SEQUENCING

All streets within the Oasis PD shall be built in complete block lengths. A block is defined as a section of street from the intersection of one perpendicular street to the next. If the street-type has a parallel alley, the alley and access to it must be built at the same time as the street.

The following street types are detailed in this section:

MS-78: Main Street 78' R.O.W.

BVD-VAR: Boulevard Variable R.O.W.

CS-65: Commercial Street 65' R.O.W.

CS-60: Commercial Street 60' R.O.W.

US-50: Urban Street 50' R.O.W.

US-45: Urban Street 45' R.O.W.

US-40: Urban Street 40' R.O.W.

CL-20: Comercial Alley 20' Access Easement

AL-20: Residential Alley 20' Access Easement

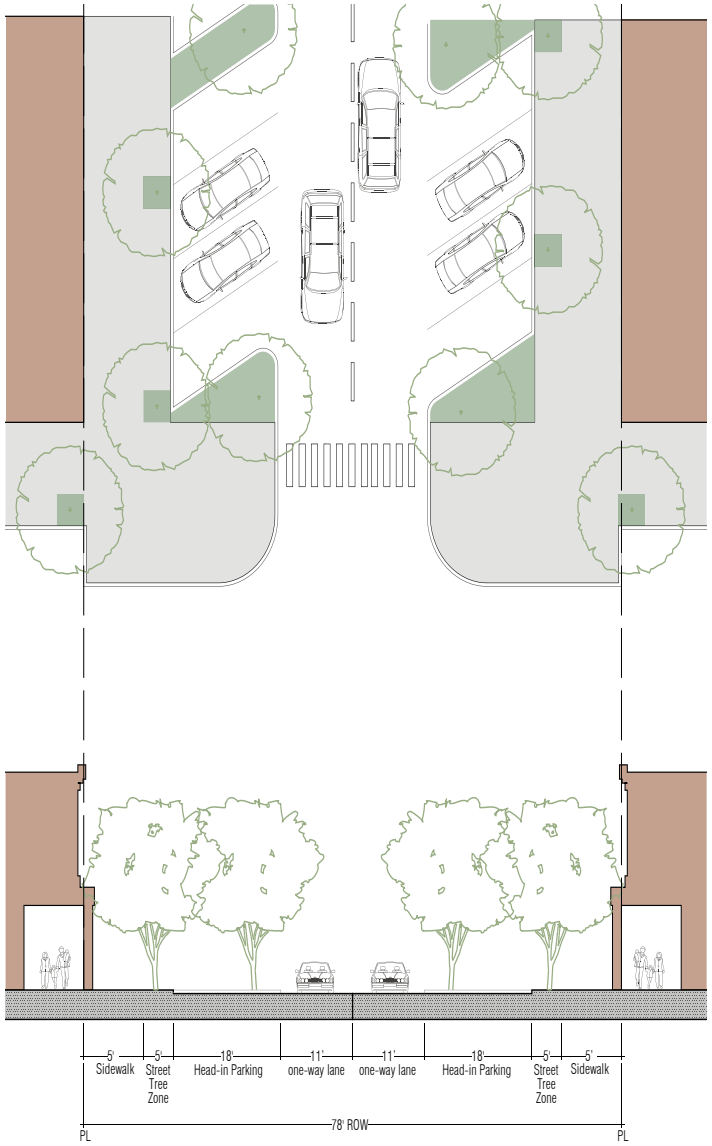
OWNERSHIP AND MAINTENANCE

All streets within the Oasis PD shall be built to meet City of Midland construction standards. However, geometric layout, design speed and details including bulb-outs, pedestrian crossings, sidewalks etc. shall be controlled by this Code.

Maintenance of streets and sidewalks in public rights-of-way shall be performed by a private property owners association as provided for in Section 13.5 of this Code.

Section 5.1

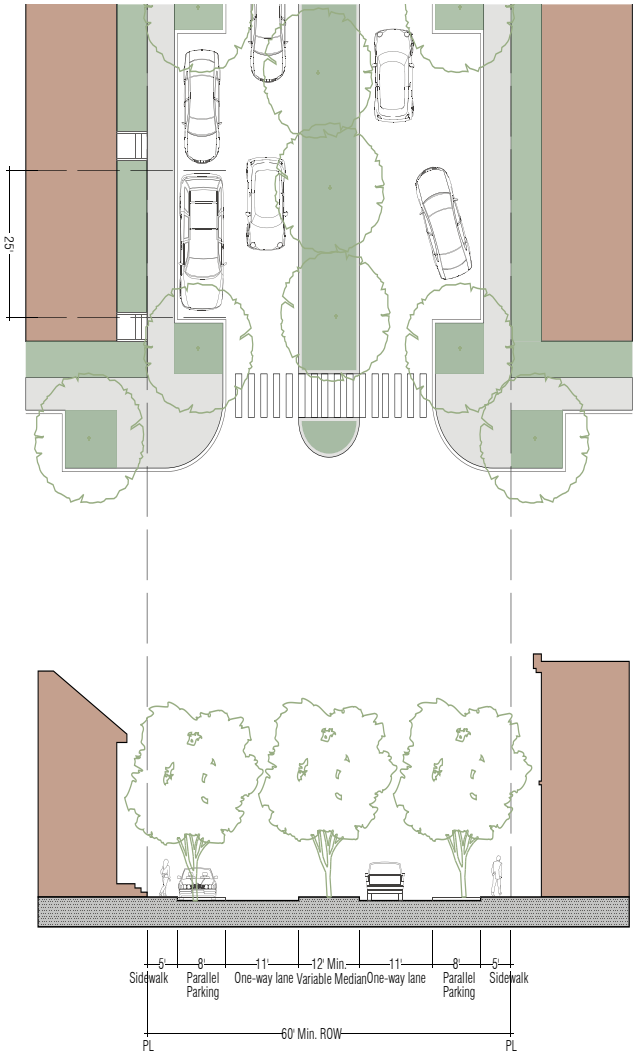
Street Type MS-78 : Main Street 78' R.O.W.



ROW	78'
DESIGN SPEED	25 mph
PAVEMENT WIDTH	58'
PARKING	Head-in both sides
CURB RADIUS	20' radius at street corners
STREET TREES	30' o.c. max.
MIN. CENTERLINE RADII.	166'

Section 5.2

Street Type BVD-VAR : Boulevard Variable R.O.W.

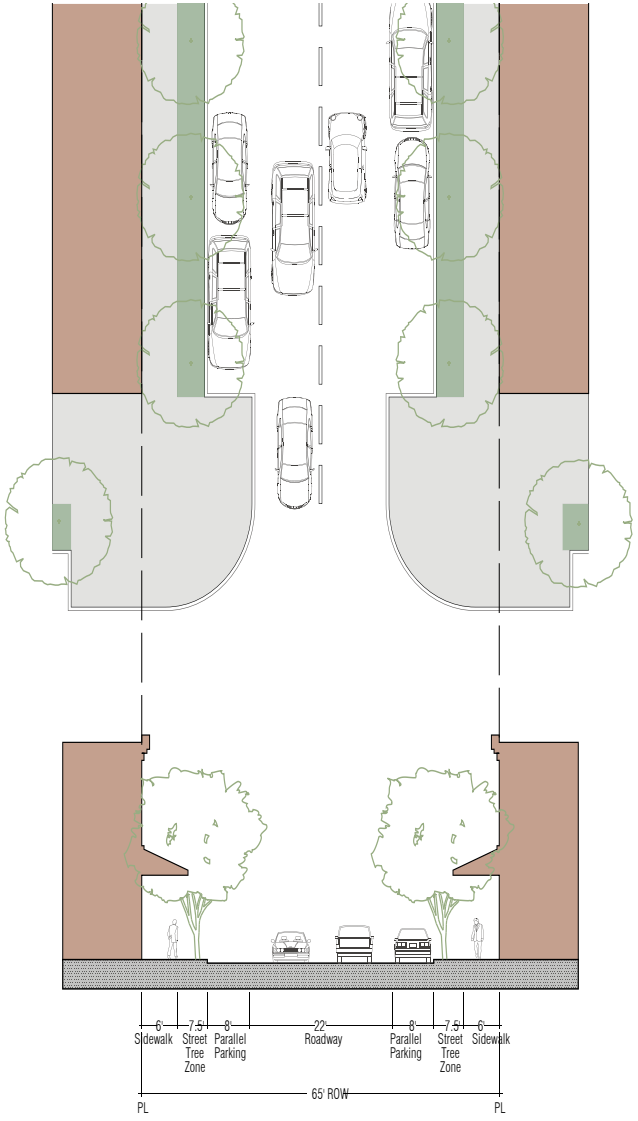


ROW	Min. 60'
DESIGN SPEED	25 mph
PAVEMENT WIDTH	38'
PARKING	Parallel either side (or none)
CURB RADIUS	20' radius at street corners
STREET TREES	30' o.c.
MIN. CENTERLINE RADII.	166'

PACKET

Section 5.3

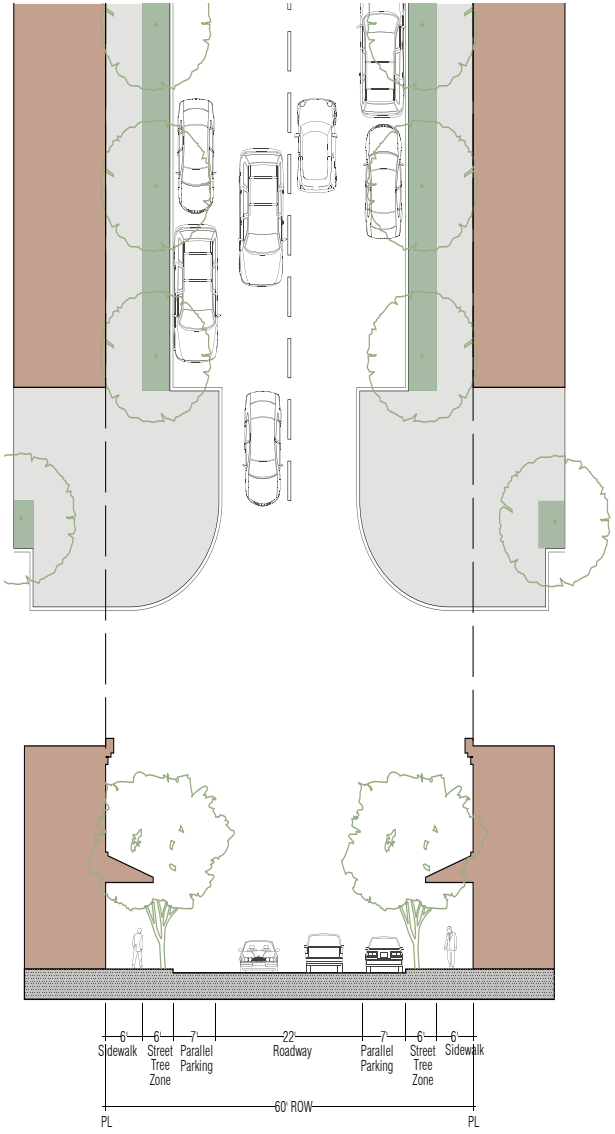
Street Type CS-65 : Commercial Street 65' R.O.W.



ROW	65'
DESIGN SPEED	25 mph
PAVEMENT WIDTH	38'
PARKING	Parallel both sides
CURB RADIUS	20' radius at street corners
STREET TREES	30' o.c.
MIN. CENTERLINE RADII	166'

Section 5.4

Street Type CS-60 : Commercial Street 60' R.O.W.

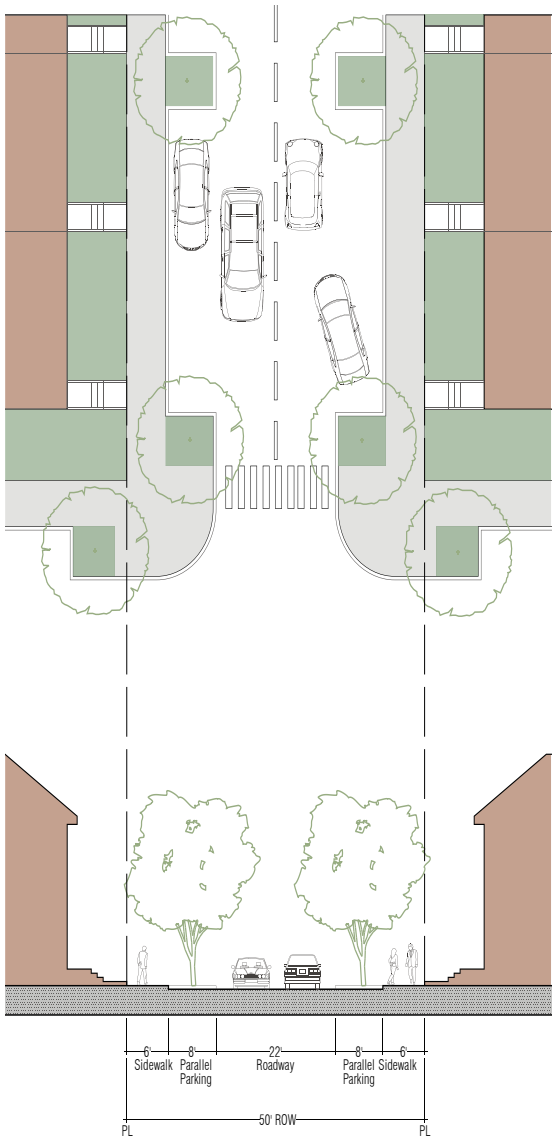


ROW	60'
DESIGN SPEED	25 mph
PAVEMENT WIDTH	22'
PARKING	None
CURB RADIUS	20' radius at street corners
STREET TREES	30' o.c.
MIN. CENTERLINE RADII	166'

PACKET

Section 5.5

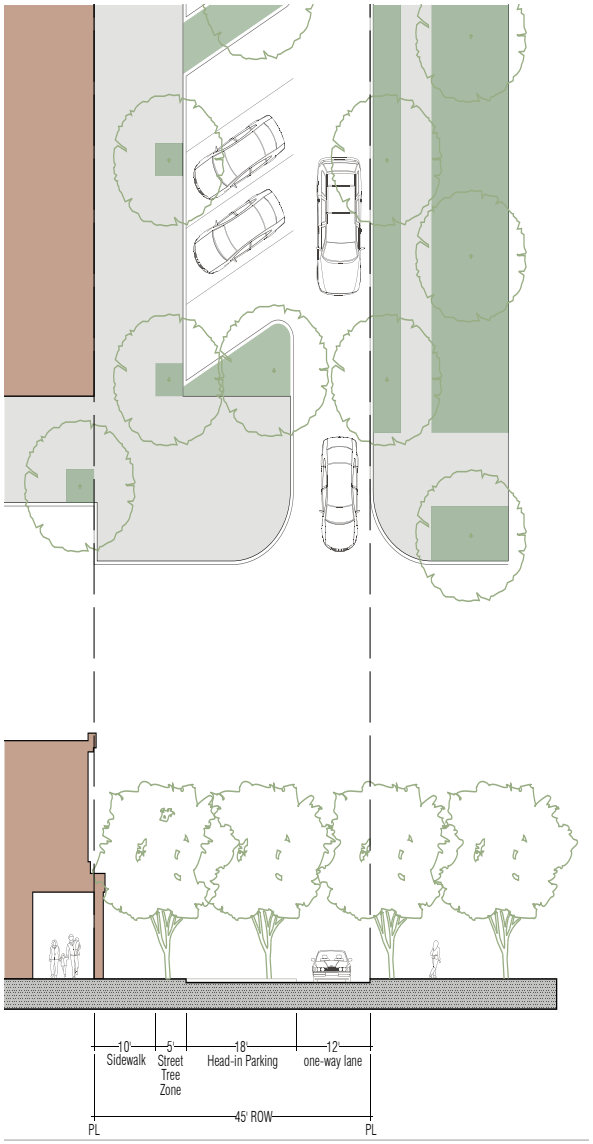
Street Type US-50 : Urban Street 50' R.O.W.



ROW	50'
DESIGN SPEED	20 mph
PAVEMENT WIDTH	38'
PARKING	Parallel both sides
CURB RADIUS	20' radius at street corners
STREET TREES	50' o.c.
MIN. CENTERLINE RADII.	90

Section 5.6

Street Type US-45 : Urban Street 45' R.O.W.

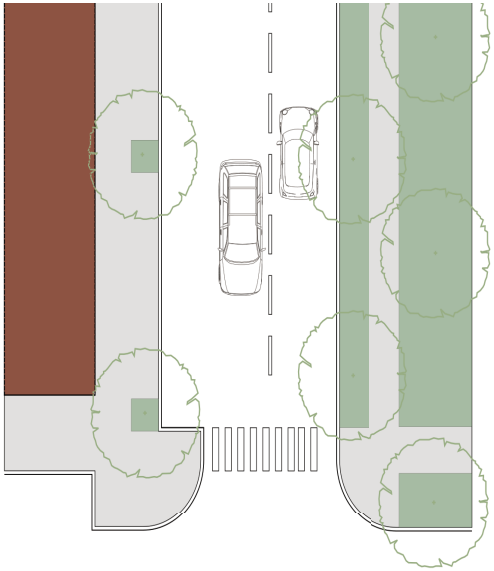


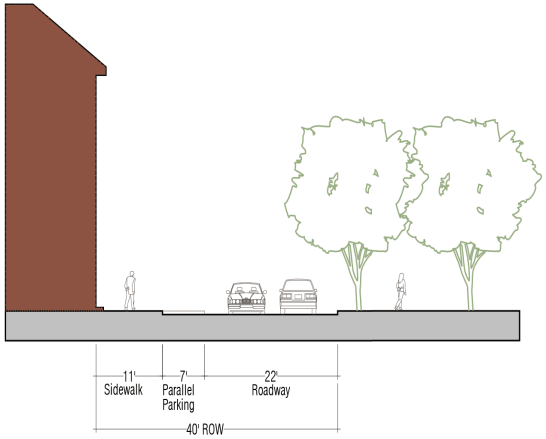
ROW	45'
DESIGN SPEED	20 mph
PAVEMENT WIDTH	30'
PARKING	Parallel or Head-in Parking one side
CURB RADIUS	20' radius at street corners
STREET TREES	30' o.c.
MIN. CENTERLINE RADII.	90'

PACKET

Section 5.7

Street Type US-40 : Urban Street 40' R.O.W.

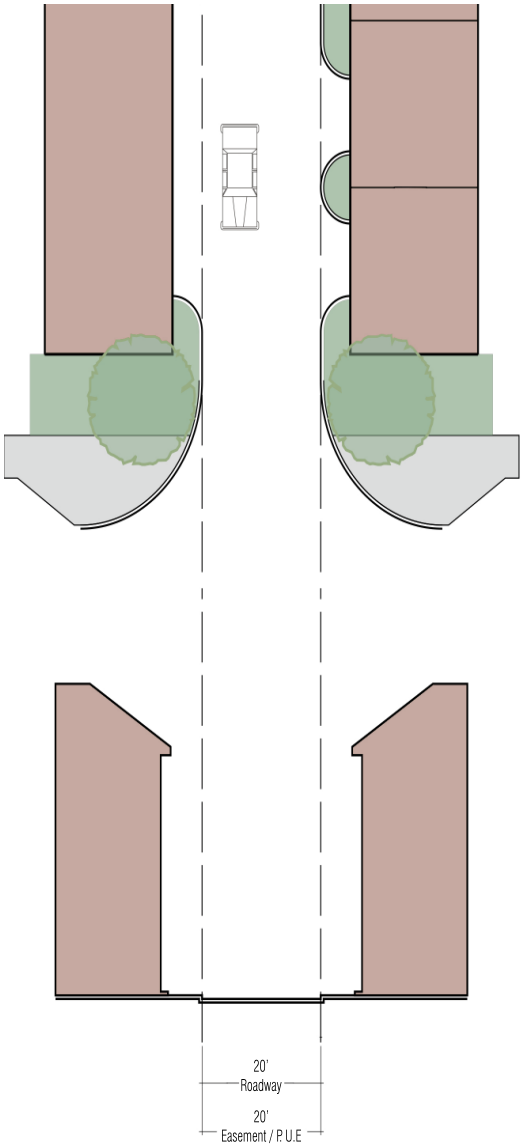




ROW/EASEMENT	40'
DESIGN SPEED	20 mph
PAVEMENT WIDTH	29'
PARKING	Parallel one side
CURB RADIUS	20' radius at street corners
STREET TREES	30' o.c.
MIN. CENTERLINE RADII.	90

Section 5.8

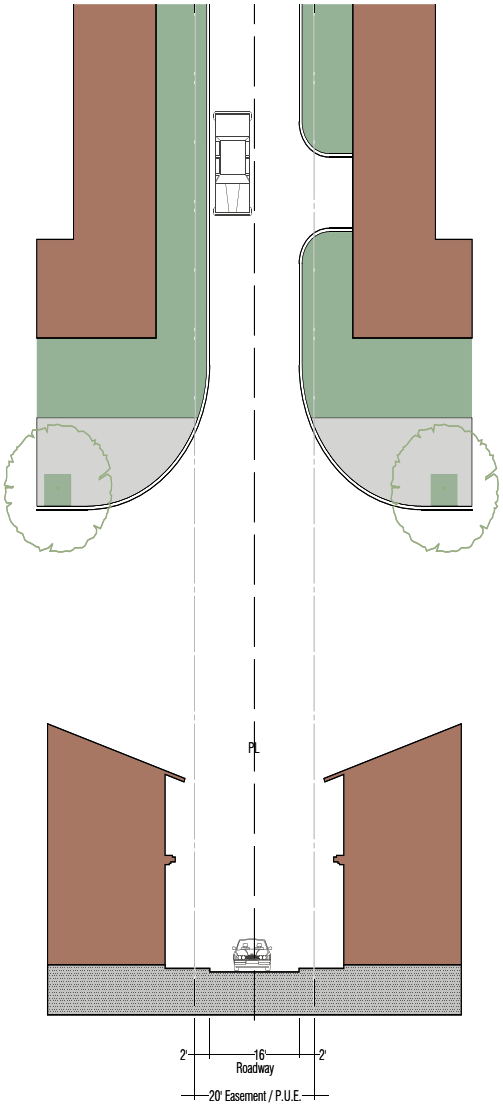
Street Type CL-20 : Commercial Alley 20' Easement



ROW/EASEMENT	20'
DESIGN SPEED	10 mph
PAVEMENT WIDTH	20'
PARKING	None
CURB RADIUS	20' radius at street corners
STREET TREES	None
MIN. CENTERLINE RADII.	50'

PACKET

Street Type AL-20 : Residential Alley 20' Easement



ROW/EASEMENT	20'
DESIGN SPEED	10 mph
PAVEMENT WIDTH	16'
PARKING	None
CURB RADIUS	20' radius at street corners
STREET TREES	None
MIN. CENTERLINE RADII	50

6.1 UTILITIES

All utilities must be located in 1) a Dedicated Utility Corridor within a Public Right of Way, 2) a public utility easement (P.U.E.) on a lot as indicated on a final plat, 3) or by separate dedication instrument. This includes both Dry Utilities and Wet Utilities. Except for temporary construction site offices, utilities shall be located underground. Dry Utilities in common trenches are allowed, providing required separation distances are maintained. Utilities must follow the pattern in the Typical Utility Corridor Section diagram unless the City Engineer or the City Engineer's designee authorizes deviation from the standards in the diagram.

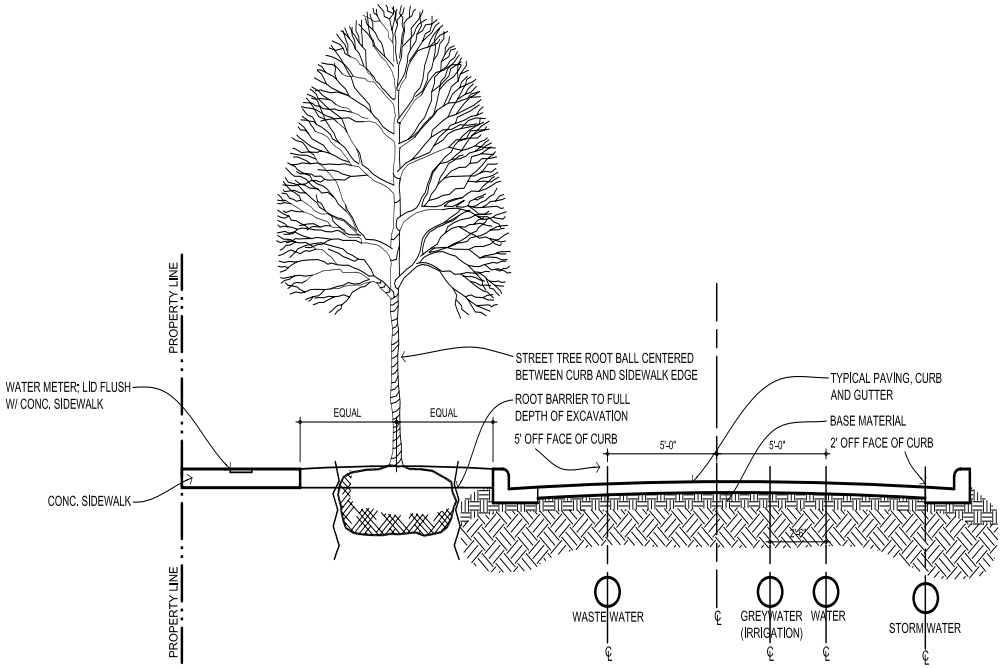
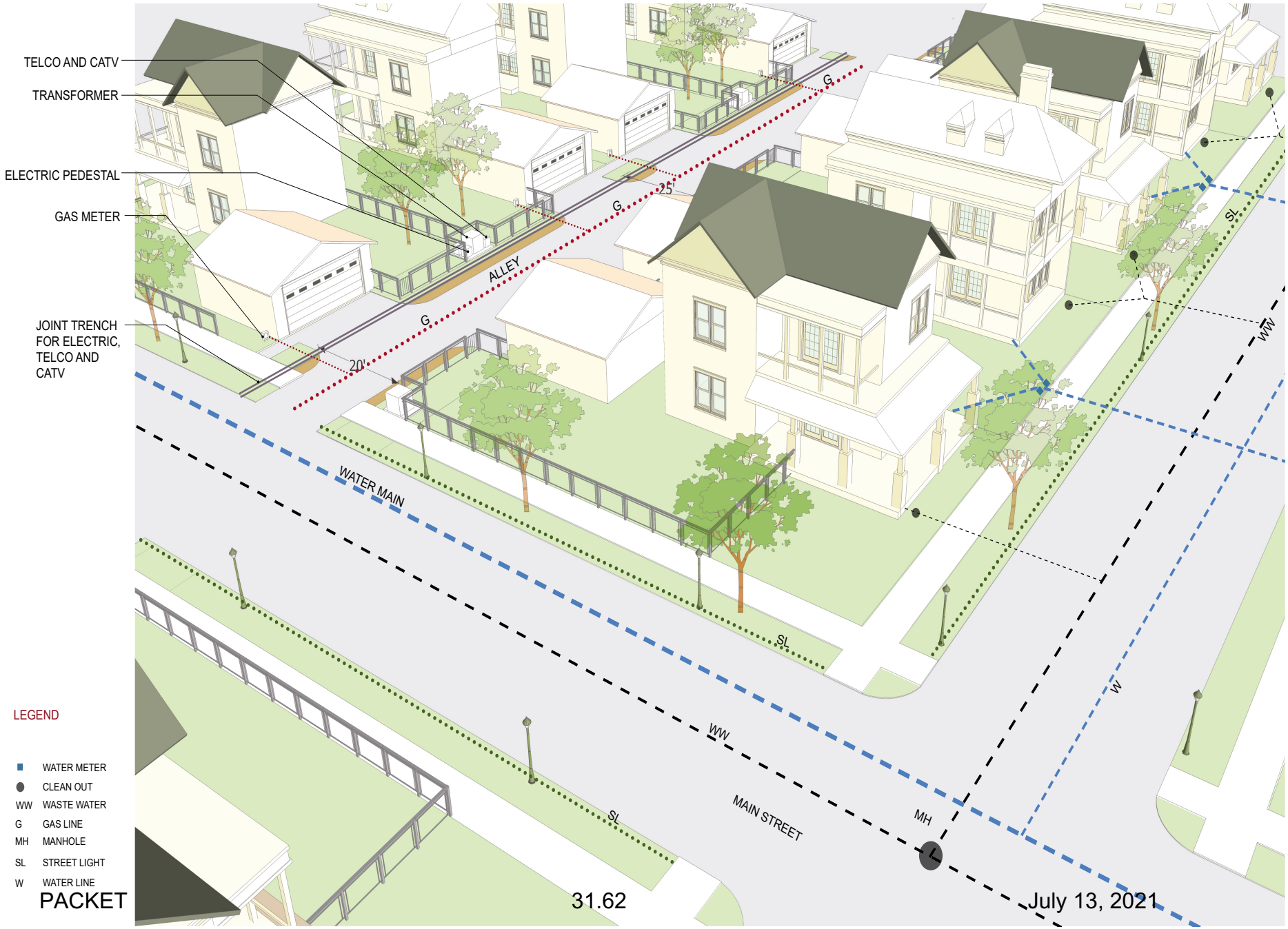


Figure 6a: **Typical Utility Corridor Section**

Fig. 6b: Assignments



PACKET 31.62 July 13, 2021

7.1 INTENT

The following is the intent of the public space standards:

· To create socially active and culturally vibrant public open spaces.

· To create a public open space system which becomes a source of community pride and an attractive feature for encouraging positive town growth.

· To provide for a range of public open space types for community use from highly developed public squares to larger more loosely programmed public greens and greenbelts.

· Public Spaces shall be privately owned, developed and maintained and publicly accessible.

7.2 DEFINITIONS & PROGRAMMING

7.2.1 PLAZA

A plaza is an open area adjacent to, or part of, a civic building or facility. Plazas function as gathering places and may incorporate a variety of temporary activities such as vendors and display stands. Plazas shall be no less than 75% paved in brick or another type of paver or crushed stone. Plazas shall be level, stepped, or gently sloping (less than 3% grade). The following sizes are recommended but may be larger or smaller depending on the building or facility design. The recommended minimum size is 2000 sf., and the recommended maximum size shall be 30,000 sf.

A) Plantings:
Plaza interiors may be left unplanted or may be planted with shade trees. If a programming element such as an outdoor cafe or seating area is incorporated then trees may be planted to provide shade. Arbors may also be used as shade elements. Street trees shall be planted as per Street Types Standards (see tree list in Landscape Guidelines).

B) Public seating:
Seating should be provided with exposure to both shady and sunny conditions. Benches or seat walls should provide seating for at 10 linear feet of seating per 1,000 square feet of plaza area.

C) Optional programming elements:
Optional programming elements might be music concerts, festivals, outdoor cafes or vending areas. Other elements may be considered if determined appropriate by the City.

D) Street Lamps:
Street lighting shall be provided along pedestrian path and marking entrances to the Plaza. At least on half of a foot candle of light shall be provided per 20 ft. of perimeter sidewalk. All street lighting shall be Metal Halide or color corrected LED light sources and shall have full cut-off shields to minimize light pollution.

D) Irrigation:
Irrigation is required for all landscaped areas within the Plaza.

7.2.2 SQUARE

An open space, spatially defined by the facades of surrounding buildings (as a room is defined by its walls), usually surrounded by streets on at least two sides. Squares are at the intersection of important streets and are designed to accommodate public gathering and activities, usually with an area set aside for civic structures or monuments.

A) Shade Trees:
Shade trees (no less than 4 caliper inches at installation and container grown) shall be planted at no less than 1 tree per 2,000 sf. Street trees (as required in the Street Types Standards) shall count towards the minimum number of tree planting. Trees shall be limbed up to a minimum of 10' at maturity. (see tree list in Landscape Standards)

B) Small Flowering Trees:
Small Flowering Trees (no less than 2 caliper inches) shall be planted at no less than 1 tree per 2,000 sf in groupings no greater than 15' on center. (see tree list in Landscape Standards).

C) Lawn:
In areas requiring turfgrass, only shade tolerant varieties of turfgrass shall be allowed. Decomposed granite and other pervious paving is encouraged in all high traffic areas. Mulched beds and native grasses are encouraged to minimize irrigation demand. Solid sod shall have a sandy loam growing soil, not clay.

D) Street Lamps:
Street lighting shall be provided along pedestrian path and marking entrances to the Square. At least on half of a foot candle of light shall be provided per 20 ft. of perimeter sidewalk. All street lighting shall be Metal Halide or color corrected LED light sources and shall have full cut-off shields to minimize light pollution.

E) Public seating:
Public seating shall include metal, stone or concrete benches placed along pathways. Seating shall be a minimum of 10 linear ft. of seating per 1,000 sf. of square area. Other seating alternatives may be approved or by the Town Architect if they meet the criteria of long term durability and minimal susceptibility to vandalism.

F) Irrigation:
Irrigation is required for all landscaped areas. Irrigation shall be minimized through the use of native and drought resistant landscaping.

G) Drinking fountains:
At least two (2) shall be provided within a Square.

H) Other elements:
Plaza or Square shall incorporate at least one of the following as a primary organizing element to be approved by the Town Architect:

· Fountain or water feature
· Monument, sculpture or statue
· Gazebo, covered pavilion, or shade structure

7.2.3 GREEN

A Green is similar to a Square in that it is spatially defined by the facades of surrounding buildings surrounded by streets on at least two sides. A Green is more informally planted than a Square.

A) Shade Trees:
Shade trees (no less than 4 caliper inches and container grown) shall be planted at no less than 1 tree per 4,000 sf. Street trees (as required in the Street Types Standards) shall count towards the minimum number of tree planting. Trees shall be limbed up to a minimum of 10' at maturity. (see tree list in Landscape Standards)

C) Lawn:
In areas requiring turfgrass, only shade tolerant varieties of turfgrass shall be allowed. Decomposed granite and other pervious paving is encouraged in all high traffic areas. Mulched beds and native grasses are encouraged to minimize irrigation demand.

D) Street Lamps:
At least 1/2 of a foot candle of light shall be provided per 50 ft. of perimeter sidewalk. All street lighting shall be Metal Halide or color corrected LED light sources and shall have full cut-off shields to minimize light pollution.

E) Public seating:
Public seating shall include metal, stone or concrete benches placed along pathways. Seating shall be a minimum of 10 linear ft. of seating per 2,000 sf. of Green area. Other seating alternatives may be approved or by the Town Architect if they meet the criteria of long term durability and minimal susceptibility to vandalism.

F) Irrigation:
Irrigation is required for all landscaped areas. Irrigation shall be minimized through the use of native and drought resistant landscaping.

7.2.4 GREENBELT

Greenbelts are linear greenways or natural preserves which may feature walking or cycling trails and serve to buffer a neighborhood from surrounding non-compatible uses such as highway corridor or industrial district.

Uses may include large scale recreational uses such as golf courses, multiple playing fields, hike and bike trails or other program elements that help to create a green buffer. There are no tree planting requirements along ROWs for greenbelts. Greenbelts shall integrate the existing natural landscape. Newly landscaped area shall be compatible with existing vegetation. Shade trees shall be planted at 1 per 100 linear feet of trail and shall be 2" caliper container grown or 3" balled and burlapped or transplanted trees planted in naturalistic pattern.

7.2.5 PARK

An open space defined by surrounding buildings and vegetation and connecting with streets on at least two sides.

A) Paving:
Parks shall be naturally landscaped, not more than 10% paved.

B) Boundaries:
Parks will be bounded by streets on a minimum of 50% of their perimeter. Parks are encouraged to be entirely bounded by streets.

C) Size:
Minimum size shall be one (1) acre; maximum size shall be three (3) acres. Maximum park size may exceed three (3) acres if through design, the park creates a central open space that services an entire neighborhood or group of neighborhoods, or incorporates physical features which are an asset to the community (i.e., lake frontage, high ground or significant stands of trees.

7.3 IMPLEMENTATION

All public and private open space improvements shall be constructed or installed at the time of adjacent street and utility infrastructure construction. Park land dedication, fee in lieu or development of parks in value equal to fees in lieu will be accomplished as each 100 dwelling units are platted.



Figure 7a
PLAZA



Figure 7b
SQUARE

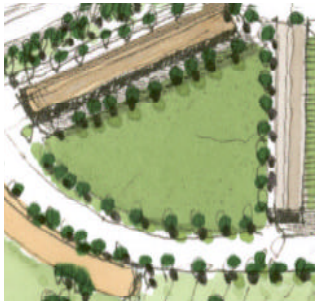


Figure 7c
GREEN



Figure 7d
GREENBELT

PACKET 31.63 July 13, 2021

8.1.THE PUBLIC LANDSCAPE

8.1.1 SOIL PRESERVATION
Wherever possible grades for thoroughfare and open spaces shall follow existing topography and drainage patterns. Areas to be left natural shall be fenced and undisturbed during construction. The soil structure for planting strips shall be protected from compaction with protective fencing. During construction, topsoil shall be removed, and stockpiled for later use.

8.1.2 COMPACTION
All planting areas shall be cultivated and top-dressed with organic matter. Deeply compacted areas shall be cultivated to a depth of one foot and top-dressed with an addition of loose topsoil, coarse sand and compost. Ballfields shall be underlain with a mix of coarse sand.

8.1.3 HYDROLOGY / DRAINAGE
All planting areas shall have drainage outlets achieve positive drainage. Playing fields shall be uniformly graded to a 2% -3% slope.

8.1.4 SITE CLEARING / EROSION CONTROL
To prevent erosion, clearing of easements and access routes should not occur more than 60 days prior to construction. Trees to be removed shall be taken down in a manner that will not impact any of the adjacent trees to remain. All trees will have crown and limbs removed before being felled and depending upon the density of vegetation the trunk shall be felled before the stump is removed. It is recommended that limbs and underbrush be chipped shredded and retained on site to be spread as a mulch after construction has finished. The boundary of construction sites shall be marked with a barrier and erosion control fencing on the downhill sides. No clearing operations will be allowed in an unmarked area. When construction is adjacent to a waterway, care should be taken to prevent any excavated material from spilling into the waterway by use of erosion control barriers.

8.1.5 TREE PROTECTION:
Protecting existing trees on site adds value and prevents additional planting costs. In areas of construction where trees are to be preserved, tree protection fencing must be installed and maintained at the dripline. No storage of materials or equipment is allowed within the dripline area of trees to be protected.

With the exception of Protected Trees as defined by the City's General Landscape Ordinance these Oasis landscape standards shall be adhered to in lieu of City's landscape regulations.

8.1.6 PLANT SELECTION
Trees may be selected from the lists outlined below. The use of native shrubs and ground cover species is encouraged given their adaptability to drought and indigenous soil conditions. Plant quality shall follow the highest Nursery Industry Standards.

8.2. PUBLIC OPEN SPACE TREES

8.2.1 STREETS, SQUARES, AND GREENS
The following is a list of trees that may be used in Squares and Greens, as well as for Street Trees. These trees were selected for their shade providing qualities and their ability to tolerate compaction, drought and pollution typically associated with heavily trafficked areas. Low maintenance and disease resistance are also important qualities for trees in this category. With pruning, these trees also have high a branching character so as not interfere with pedestrian and vehicular activities. Street trees shall have a single trunk and should be limbed up to a minimum of 14' at maturity. All street tree plantings shall utilize root barriers to prevent heaving of adjacent paving.

·Live Oak, Quercus virginiana
·Bur Oak, Quercus macrocarpa
·Texas Red Oak, Quercus texana
·Pecan, Carya illinoensis
·Bald Cypress, Taxodium distinctum
·Afghan Pine, Pinus elderica
·Mexican White Oak, Quercus polymorpha.

8.2.2 GREENBELT TREES

The following trees may be planted in Greenbelts (as defined in the Open Space Standards) This list of trees was selected for their more naturalistic character which is representative of the above listed public open spaces. Native species are encouraged given their adaptability to native soils and drought conditions:

Native Large Trees (Mature Height Over 30'):
·Texas Ash, Fraxinus texensis
·Bald Cypress, Taxodium distinctum
·Cedar Elm, Ulmus crassifolia
·Live Oak, Quercus virginiana
·Pecan, Carya illinoensis
·Bur Oak, Quercus macrocarpa
·Chinkapin Oak, Quercus muhlenbergii
·Texas Red Oak, Quercus texana
·Eastern Red Cedar, Juniperus virginiana

Non-Native Large Trees (Mature Height Over 30'):
·Arizona Cypress, Cupressus arizonica
·Austrian Pine, Pinus nigra
·Goldenraintree, Koelreuteria paniculata
·Italian Stone Pine, Pinus pinea
·Lacebark Elm, Ulmus parvifolia

Native Small Trees (Mature Height 30' or less):
·Crabapple, Malus spp.
·Eve's Necklace, Sophora affinis.
·Goldenball Leadtree, Leucaena retusa.
·Mexican Redbud, Cercis canadensis var. mexicana.
·Mexican-Buckeye, Ungnadia speciosa.
·Pinyon Pine, Pinus edulis.
·Prairie Flameleaf Sumac, Rhus Lanceolata.
·Texas Mountain Laurel, Sophora secundiflora.
·Texas Walnut, Juglans microcarpa.
·Desert Willow, Chilopsis linearis
·Texas Persimmon, Diospyros virginiana
·Texas Pistache, Pistacia texana
·Mexican Plum, Prunus mexicana
·Texas Redbud, Cercis canadensis texensis
·Vitex, Vitex agnus-castus

Non-Native Small Trees (Mature Height 30' or less):
·American Smoketree, Cotinus obovatus
·Crape Myrtle, Lagerstroemia indica
·Chinese Pistache, Pistacia chinensis

8.2.3 PARKS
Shade trees shall be 3" caliper container grown or 4" balled and burlapped trees planted in naturalistic pattern. At least 1 tree per 5,000 sf shall be planted. Existing hardwood trees may count toward the minimum number of trees. Trees may be grouped to allow for large lawn cover areas (see tree list in Landscape Standards 8.2.2)

B) Small Flowering Trees:
Small flowering trees(no less than 2 caliper inches) shall be planted in groupings at no less than 1 per 5,000 SF. (see tree list in Landscape Standards).

C) Lawn:
Lawns shall include Bermuda grass in sun to partly shade conditions; St. Augustine shall be provided in dense shade. In conditions with a more natural landscape character, coverage should be a mixture of native grass and wildflower seed. This mixture should contain a minimum of three (3) different species of grass and five (5) different species of wildflowers.

D) Street Lamps:
Street lamps shall be provided along pedestrian paths and at entrances to a Square or Plaza. At least 1/2 of a foot candle must be maintained.

E) Public seating:
Public seating shall include metal, stone or concrete benches placed along pathways. Seating shall be provided at no less than ten linear feet of seating per 10,000 SF of park area.

F) Irrigation:
Irrigation is required for all landscaped areas.

8.3 PARKING LOT LANDSCAPES

It is the intent of this section to establish standards in harmony with a city's landscape ordinance. However, due to the different development pattern (i.e. parking behind rather than in front of buildings) these standards shall apply where they may conflict with the landscape ordinance, including the Buffer requirements.

8.3.1 LANDSCAPE ISLANDS
In parking lots, landscaped islands must be provided at the end of all parking rows. Landscaped islands shall have a minimum width of 9 feet measured from back of curb to back of curb. A continuous poured-in-place concrete curb shall be provided around parking islands to prevent vehicular intrusion.

8.3.2 TREE ISLANDS
In addition to landscaping islands at the end of all parking rows, tree islands shall be incorporated into the parking lot layout every eight spaces to provide for additional shade. Tree islands shall incorporate a continuous poured-in-place concrete curb and shall be a minimum of 5' from back of curb to back of curb.

8.3.3 PARKING LOT TREES
In parking areas, two shade trees shall be planted in landscape islands at the end of all parking rows. A shade tree shall be installed no further than 30' from each stall. In addition, one shade tree will be provided for each five perimeter parking spaces. The parking lot trees will be a minimum 4 inch caliper balled and burlapped or 3 inch caliper container grown.

8.3.4 STREET TREES
Street trees shall be installed in locations shown on Street Types (Section 5.0), and shall be a minimum of 4" caliper, container grown with a minimum branching height of 9'-0".

8.3.5 MAXIMUM AREA OF PARKING SECTIONS
Parking areas shall be broken into individual sections not to exceed 60 cars. Each section shall be separated by a 10' wide major landscaped buffer to provide visual relief.·

8.3.6 PARKING LOT SCREENING
Any parking lot fronting along a Build-to-Line shall be landscaped at the perimeter and screened from view. A landscaped strip at least three feet wide shall be planted with a shrub hedge at least 30 inches in height at the time of installation and a mature height of 4' to 5'.

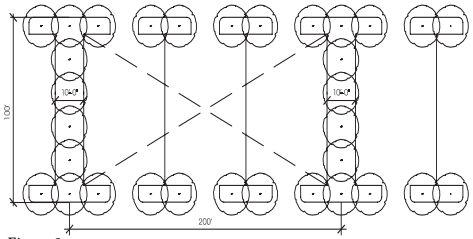


Figure 8a
MAXIMUM PARKING AREA

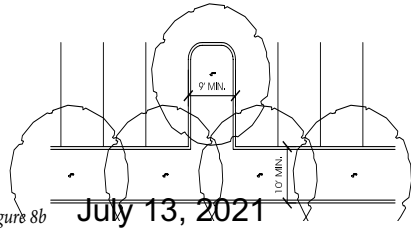


Figure 8b
LANDSCAPE ISLANDS

PACKET 31.64 July 13, 2021

8.3.7 STORAGE SCREENING
All loading and storage areas for commercial uses shall be screened from view from public streets and public open space. This provision includes above grade utility transformers, meters, valve boxes or other such apparatus. Screen elements may include permanent walls, fences, plant material or architectural enclosures. Open storage of goods, materials, machinery, equipment, vehicles, plants, trash or other items shall be similarly screened from public view.

8.3.8 IRRIGATION
All landscape areas shall be irrigated with the exception of natural areas and undeveloped areas. All irrigation systems are to be below ground, fully automated systems and in compliance with applicable building code requirements. The use of drip irrigation for shrubs and trees is acceptable. All backflow control devices are to be installed in below-grade Valve boxes or located and screened so that they are not visible from public streets or parking lots. All parking areas, drives and walks are to be "trimmed" to minimize spray onto pavements. Owners shall be required to irrigate to back of the curb of public roads. Oasis will provide reclaimed waste water to all irrigation users.

8.3. EXISTING TREE LOCATIONS
If specimen quality existing trees of 16" DBH or greater are encountered in tree surveys subsequent to the formulation of these standards, modifications to the layout of streets and walks may be considered. Refer to section 11.0 for Revisions to the Regulating Plan.

8.4 IMPLEMENTATION

All public landscape improvements shall be constructed or installed at the time of adjacent street and utility infrastructure construction.

9.1 STORM WATER MANAGEMENT

A Regional Storm water Management approach is desirable for the Oasis District. The benefits of a regional approach to providing storm water detention over an on-site approach are many. They include the following:

- A greater level of confidence in the hydraulic performance of the regional facilities;
- Less land area required thus increasing taxable land base in the District;
- Centralized, focused long term maintenance and thus a greater level of confidence in the long term function of the regional facility;
- Less overall construction, design, and administration costs;
- The ability to combine the regional facilities into an amenity area.

9.2 DRAINAGE STANDARDS
The Oasis District is anticipated to be a moderately high density and impervious cover area and as such the management of storm water runoff will be essential and critical to the ongoing health, safety, and welfare of not only the District, but also areas downstream of the District.

9.3 FLOODING CONDITIONS
There is increased potential for downstream erosion and degradation of water quality due to the increase in frequency of storm water runoff by the smaller more frequent storm events and corresponding increase in storm runoff volume. The increase in volume of runoff and frequency of storm water runoff events will have the effect of eroding the natural downstream waterways and further the potential for flooding. The effects of this can be mitigated by providing detention for the higher frequency (smaller) storm events and/or providing extended detention or a combination of detention/retention.

9.4 REGIONAL DETENTION
Due to the location of the Oasis District and its direct interface with the Midland County detention facility, accomodating approximately the north half of the project. The south half of the project shall drain to a combination of common area detention facilities.

9.5 WET PONDS
Detention may be combined with irrigation reservoirs and/or aesthetic ponds. Sufficient free board shall be designed into the pond to allow for adequate detention volume. These ponds may also be used to create man made wetlands where appropriate.

9.6 TIME OF IMPLEMENTATION
As with open space and landscape improvements, the implementation of drainage and water quality improvements outlined in this section shall be simultaneous with the development of sub basin served by the various drainage phases.



Figure 9a: Storm water management facilities can become a community amenity. (Hogan Park Golf Course, Midland, TX)

Section 10.0
Not Used

Section 11.0
Lighting Standards

11.1 GENERAL INTENT

A) Street lights shall be decorative and blend with the architectural style of the buildings in the Oasis District. Exterior lighting in the Public right-of-way will be coordinated with the electric utility provider. Standards for exterior lighting of private development such as parking areas and public spaces shall be subject to the regulations below and enforced by the Master Developer.

B) Street lights and site lights shall provide adequate lighting, while minimizing adverse impacts, such as glare and upward oriented glow. House side shields shall be provided where abutting a residential use. 'Dark Sky' protocols shall be integrated to the greatest extent possible.

11.2 PLACEMENT

A) Along all commercial or mixed use streets, parking areas, sidewalks, walkways, courtyards, community greens, and common open spaces, twelve to fourteen foot high decorative light posts shall be provided at regular intervals. Post shall be spaced at no greater than 60 feet on center on both sides of a commercial or main street and at all street intersections. Lighting on residential streets should be confined to the intersections and corners. Lighting standards shall be consistent throughout each district.

1) Lighting level along commercial streets shall be no less than one-half foot candle and shall be no greater than two foot candles.
2) Lighting level at an intersection of two residential streets (excluding alleys or access easements) shall be no less than one foot candle and shall be no greater than three foot candles.
3) Lighting level at an intersection of a commercial street and any other street (excluding alleys or access easements) shall be no less than one foot candle and shall be no greater than three foot candles.
4) Lighting level in parking lots shall be no less than one foot candle and shall be no greater than two foot candles.

B) In parking lots, post heights may be extended to a maximum of 18 feet.

11.3 TYPES

A) Use of metal halide or color corrected LED light sources are required. High pressure and sodium and non-color corrected mercury vapor light sources may be considered in special circumstances.

B) Porch light and yard post lighting are encouraged in residential areas. Where yard post lighting is used post and luminaires shall be of compatible styles.

12.1 INTENT

The following Standards address the number, location, size and types of allowable signs throughout the Oasis District. These signage standards take precedent over the Midland Signage Ordinance and shall be enforced by the Master Developer. Where this section is silent, the standards of the Midland Sign Ordinance, if any, shall apply.

12.2 TYPE AND PLACEMENT

12.2.1 SIGNS AND EXTERIORS
Signing should be designed to directly relate to the exterior design of the building. Signing should not cover important features or cross transitions between features. Signing should be at the first floor level, should not project above the cornice or facia line, and should be primarily oriented to the pedestrian with the exception of the commercial district. However, lettering on second story windows, to identify separate uses located there, is appropriate. Anchor tenants (10,000 sq. ft. or greater) may place signage to within two feet of highest point of facade.

12.2.2 PROJECTING SIGNS
Signs should generally be flush with the facade and not protrude more than eight (8) inches from the wall. Projecting signs may be considered when the sign does not conflict with the building's exterior design.

12.2.3 OTHER PERMITTED SIGNS
Under-canopy shingle type signs and signing painted on canopies or awnings are permitted. Symbolic three-dimensional signs, such as barber poles, are encouraged. Moving and rotating signs are not permitted.

12.2.4 FREESTANDING SIGNS
Freestanding signs are allowed to identify a district, or multiple-business complex. In a multiple business complex one permanent directory or freestanding master identification sign, not to exceed twenty-five (25) square feet per sign face, is allowed at each main entrance to a public street.

12.2.5 SHINGLE SIGN STANDARDS
Shingle sign, also known as blade or projecting signs, may be permitted to be placed on a building frontage only if all of the following Standards are met:

A) Context
The sign is historically accurate or appropriate for the building

B) Visibility
The sign does not impair the visibility of adjacent signs

C) Materials
The size, location and materials of the sign are compatible with the building and conform to the requirements of this section.

D) Height
The height of the sign does not extend above the cornice line of a one story building or the sill of a second floor window.

12.2.6 SIGN CONTENT
A permanent sign is limited to the name and graphic logo of the business, the type of service rendered, the principal brand names or classification of merchandise for sale, and street address. Street addresses are mandatory for each building. Brand names may occupy not more than twenty five percent (25%) of the allowable sign area, except for storefront window signs.

12.2.7 NEON SIGNS
Neon signs are permitted only when all of the following Standards are met:

A) Visibility
The sign does not impair the visibility of adjacent signs.

B) Materials
The sign, location and materials of the sign are compatible with the building and conform to the other requirements of this Section.

C) Associated Use
The sign is more appropriate than an otherwise illuminated sign because of its associated use (e.g. nightclub).

12.3 ALLOWABLE SIGN AREA

12.3.1 MAXIMUM SIGN AREA
A maximum area of one-half (1/2) square foot of signing may be permitted for each linear foot of a business on a primary frontage (facing a public street, public parking lot, or public space) not to exceed forty (40) square feet on any one frontage. A maximum of one-fourth (1/4) square foot of signing may be permitted for each linear foot of a business on a secondary frontage (facing an alley, private driveway, an adjacent building, private parking or service area) not to exceed twenty (20) square feet on any one frontage.

12.3.2 APPLICABILITY
The maximum area of signing noted above shall apply to all wall, window and projecting signs and signs painted on awnings. Further, shingle signs shall not exceed twenty (20) square feet per sign face and shall not project more than five (5) feet from the wall. Shingle signs located under canopies may be the width of the canopy.

12.3.3 FIRST FLOOR SIGNS
Each business with first floor frontage or direct sidewalk access may have a pedestrian-oriented sign attached below a canopy not exceeding five (5) square feet per sign face and with a minimum clearance of eight (8) feet above the sidewalk. Such a sign will not count as part of the maximum business sign allowance.

12.3.4 MULTIPLE TENANT SIGNS
Multiple business directories are intended to address situations where businesses have limited visibility from the adjacent street, and may be permitted when not exceeding two (2) square feet per tenant and twenty (20) square feet total per sign face. Such a sign will not count as part of the maximum business sign allowance.

12.4 MATERIALS

Signs should be painted and/or carved wood, wrought iron, cut out, non reflective metal lettering such as brass, or glass (including stained glass). Signs painted directly on plain surfaces, windows and canvas awnings are generally appropriate. Three dimensional metal "box" signs are not permitted. Decorative neon identification signs may be used as an accent or design feature, but shall not dominate the general appearance of the facade.

12.5 ILLUMINATION

12.5.1 INDIRECT ILLUMINATION
Illumination should generally be indirect such as that provided by "goose necked" light fixtures. In some instances, signs may be flood-lighted or may utilize exposed LED light bulbs.

12.5.2 ILLUMINATED SIGNS NOT PERMITTED
No interior-illuminated signs are permitted. Fluorescent, flashing, and intermittent illumination is not permitted.

12.6 TEMPORARY SIGNS

12.6.1 STORE EVENTS
Temporary signs pertaining to special store events or sales lasting no more than thirty (30) days may be painted or affixed to display windows provided that their total area shall not exceed twenty-five percent (25%) of the window area.

12.6.2 TEMPORARY BANNERS
Banners or other promotional signs may be displayed for up to thirty (30) days. The same or similar signage shall not be replaced within thirty (30) days after removal.

12.7 NON-CONFORMING SIGNS

Non-conforming signs or sign structures shall be removed upon change in tenancy or ownership of the business identified by the sign. No change in copy and/or reuse of non-conforming sign or sign structure shall be permitted in order to identify a new business, product, tenant or occupant.

12.8 UNUSED SIGNS

12.8.1 UNUSED SIGNS
Any sign existing as of or after the effective date of these Standards, which no longer advertises a bona fide business conducted or a product available for purchase by the public, shall be taken down and removed by the owner, agent or person having the beneficial use of the building or structure or land upon to do so.

12.8.2 SIGN REMOVAL BY CITY OR DEVELOPER
Upon failure to comply with such notice within the time specified in such order, the Developer is authorized to cause removal of such sign and any expense incident thereto shall be paid by the owner of the building or structure to which such sign is attached or, if the sign is not attached to a building, then such expense shall be paid by the owner of the sign.

12.9 ILLEGAL CONSTRUCTION

If the Developer finds that any sign has been constructed or erected, or is being maintained in violation of the provisions of this Section, they shall give written notice of such conditions to the permittee. In the event no valid permit exists, the owner will remove or alter the sign so as to comply with this section within thirty (30) days after such notice. Such signs may be removed or altered to comply at the expense of the permittee or the owner of the property upon which the sign is located.

12.10 STREET ADDRESS SIGNS

Building shall display a numerical address sign indicating the legal address in letters not less than four inches in height and clearly visible from the public street.

12.11 PROHIBITED SIGNS

All auto oriented pylon, pole mounted berm mounted, or off-premise identification signs are prohibited. Off-premise directional signs may be approved on a case-by-case basis by the Design Review Board or Town Architect.

PACKET 31 67 July 13, 2021

13.1 ADOPTION AND REVISION OF THE REGULATING PLAN

The Regulating Plan for the Oasis District shall be included in the ordinance zoning for the area as the Oasis District.

13.2 REVISION OF THE REGULATING PLAN

13.2.1 MINOR REVISIONS

The Director of Planning, or their designee, may administratively approve minor revisions to the Regulating Plan if the Director determines that there are no adverse effects on areas that are part of a final plat nor to the overall intent of the Regulating Plan. The following shall be considered minor revisions:

A) The size of a District Area, including its building or structures, may be revised if the size is increased or decreased by not more than 10% and (a) the Director determines that the basic layout of the District remains the same and (b) the Regulating Plan functions as well as before the revision.

B) The location of a Frontage Type may be revised if the Director determines that the revised location is appropriate.

C) The location or size of an open space may be revised if the overall amount of open space does not decrease by more than ten percent, and the Director determines that the quality and functionality of the revised open space is the same or better.

D) A construction phasing plan for open space improvements may be revised to extend a deadline for completion by not more than six months after the adjacent streets are completed.

E) The locations of major utility facilities and easements may be revised if the Director determines the revised locations are more functional or appropriate.

F) The location of a civic site may be revised if the Director determines that (a)the revised location is appropriate, and (b) the transportation network, the infrastructure, and the overall land use mix are not adversely affected.

13.2.2 MAJOR REVISIONS

All revisions other than those described above are major revisions. Major revisions must be approved by the City Council through a rezoning of the property.

13.3 PRIORITY

Requirements of these standards supersede any inconsistent provisions of the City's Development Codes and Ordinances.

13.4 OTHER PERMITS REQUIRED

A) Building Permit Required
A building permit issued by the City is required for a structure within the District.

B) Construction Permit Required
A construction permit is required for development of more than 1,000 sq. ft. of site area if a building permit is not otherwise required.

C) Site Plan
A site plan must be submitted with the building or construction permit application. A building or construction permit may not be issued unless a site plan complies with these Regulations. A site plan must provide the following information, if applicable:

1. Locations and types of easements;

2. The locations of proposed utility connections;

3. Building location and gross building square footage;

4. Proposed use that complies with the Regulating Plan;

5. Locations, quantity, and dimensions of sidewalks, pedestrian ramps, driveways, parking areas, parking spaces, and off-street loading areas;

6. Information that shows compliance with accessibility requirements;

7. Landscaping, screening, and fencing;

8. Locations of protected trees and significant tree clusters;

9. An erosion and sedimentation control plan;

10. Lot size, setbacks, build-to lines, building height and building coverage;

11. Other information that may be required by the Town Architect or Design Review Board.

D) Architectural Standards
A building or construction permit may not be issued unless the Design Review Board or the Town Architect has certified that the proposed development complies with the architectural standards. This requirement applies to other than single family housing intended for sale.

13.5 PROPERTY OWNERS' ASSOCIATIONS

A) Conditions, Covenants, and Restrictions for all single family residential property within the Oasis District must be filed in the county real property records by the owner before a final subdivision plat may be approved, a lot sold, or a building permit issued.

B) Conditions, Covenants, and Restrictions must be approved by the Master Developer, and they must:

1. Create a Property Owners' Association (or Home Owners' Association) with mandatory membership for each property owner;

2. Establish Design Review Board(DRB) if no Town Architect is hired by the master developer.

3. Establish architectural standards that are in conformity with the requirements of these standards;

4. Collaborate with the Town Architect or DRB to review projects for compliance with the architectural standards and issue certificates of approval;

5. Provide for the ownership, development, management, and maintenance of private open space (except plazas owned by individual property owners), community parking facilities, community meeting halls, and other common areas;

6.Provide for the maintenance of the landscaping and trees within the rigth-of-way;

7. Require the collection of assessments from members in an amount sufficient to pay for its functions;

8. Be effective for a term of not less than 50 years;

9. Require that the Property Owners' Association (or Home Owners' Association) obtain the approval of the Director regarding the disposition and management of private open space, community parking facilities, community meeting halls, and other common areas before it may be dissolved; and

10. Require the Property Owners' Association (or Home Owners' Association) obtain the approval of the Director for amendments to the Conditions, Covenants, and Restrictions which relate to provisions required by this chapter.

13.6 ARCHITECTURAL STANDARDS

The Property Owners Association may establish separate Architectural Standards for non commercial buildings in the District. If created those standards shall accomplish the following:

A) Conditions, Covenants, and Restrictions shall establish architectural standards for the property within the Oasis District. The standards must comply with this section.

B) The architectural standards must achieve the following objectives:

1. Architectural compatibility between residential and commercial buildings;

2. Human scale design;

3. Integration of uses;

3. Encouragement of pedestrian activity;

5. Buildings that relate to and are oriented toward the street and surrounding buildings;

6. Residential scale buildings in Mixed Residential Areas;

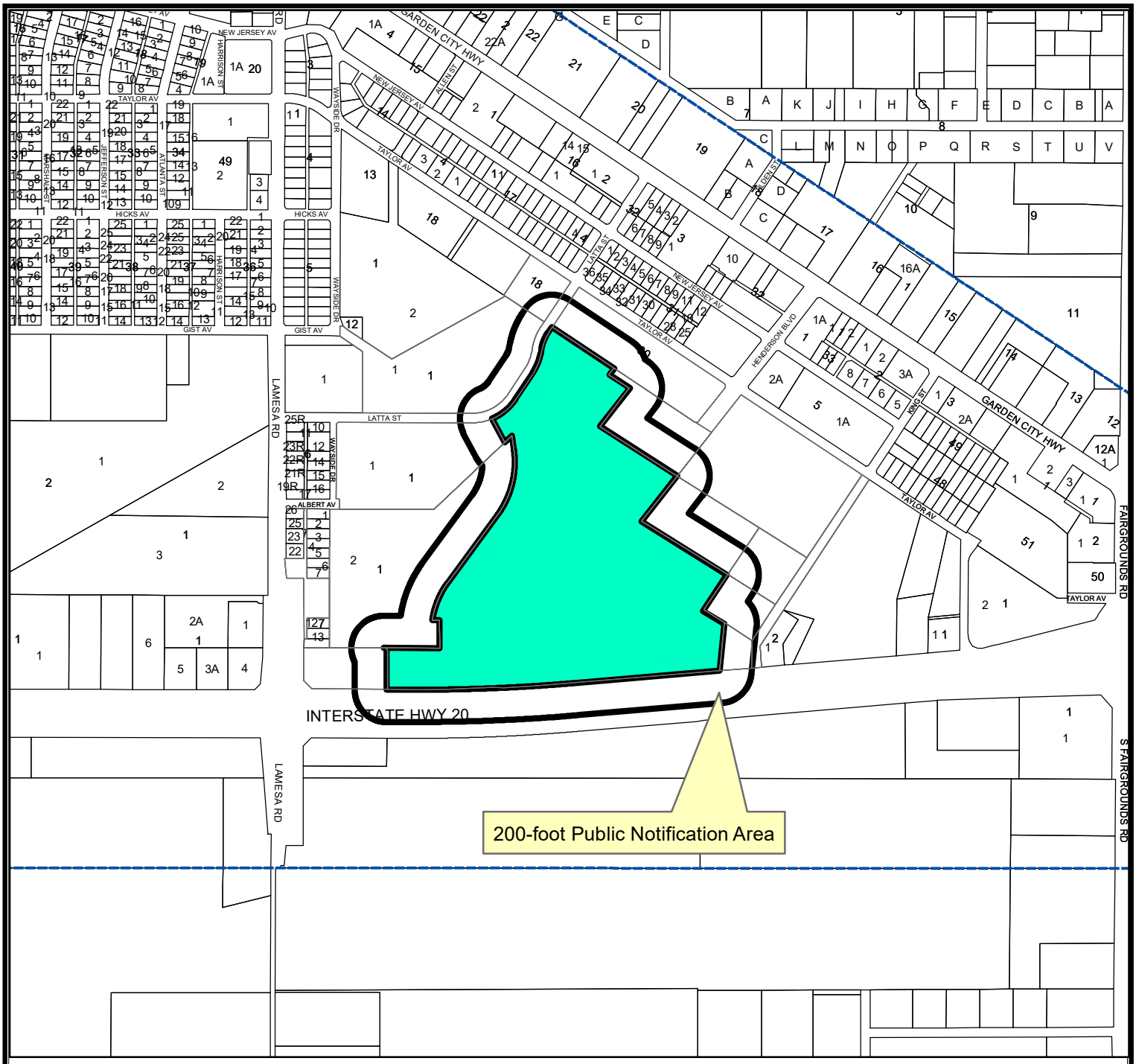
7. Buildings that contain special architectural features to signify entrances to the Neighborhood Center Area and important street intersections; and

8. Neighborhood Center Area buildings that focus activity on the neighborhood square.

13.7 LIFE SAFETY CODES

A) Due to the proximity of commercial to residential buildings, voluntary sprinkler compliance should be considered for all commercial buildings and residential buildings over 500 sq. ft. in the district.

B) NFPA Standards for commercial buildings in excess of 500 sq. ft. shall apply.



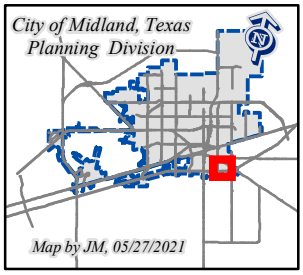
LOCATION MAP

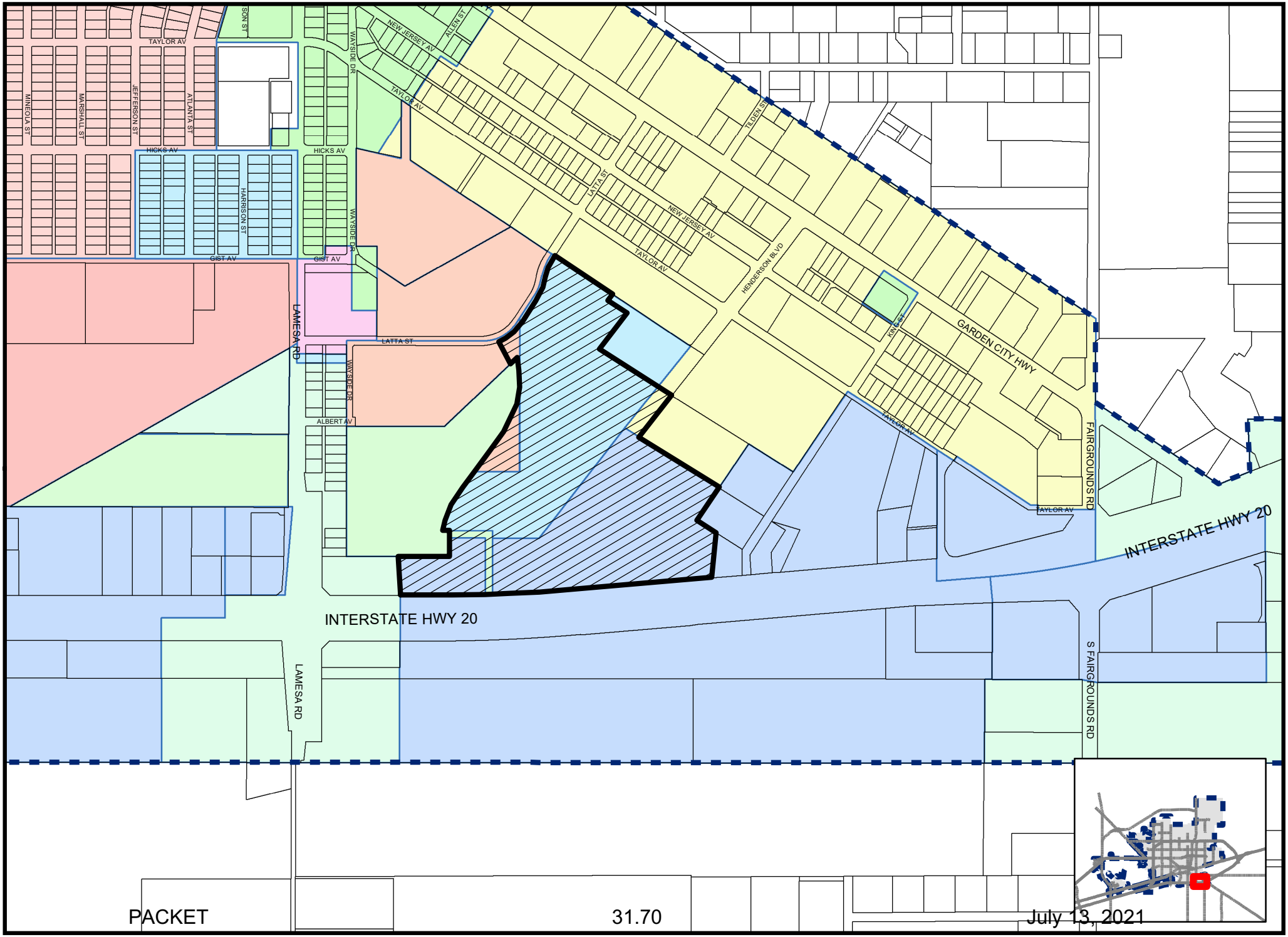
Z-21-0236 **Scale: 1" = 800'**

Hold a public hearing and consider a request by Landgraf, Crutcher & Associates for a zone change from MF-16, Multiple Family Dwelling District, in part; MH, manufactured Housing District, in part; and BP, I-20 Business Park in part, to PD, planned Development District on a 57.55-acre tract of land located in Section 1, Block 39, T-2-S, T&P RR Co Survey, City and County of Midland, Texas.
Generally located on the north side of East Interstate 20, approximately 530 feet east of South Lamesa Road. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS





PACKET 31.70 July 13, 2021

Map By JM, 05/27/2021

Z-21-0236

Scale: 1" = 800'

ZONING MAP

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City Council Meeting

Item Number: 32

Meeting Date: July 13, 2021

To: City Council / City Manager

From: Joseph Marynak, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 1.42-ACRE TRACT OF LAND OUT OF LOT 1A, BLOCK 1, CYCLES ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF WEST BUSINESS INTERSTATE 20, APPROXIMATELY 450 FEET WEST OF SOUTH TRADEWINDS BOULEVARD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Midland (20) DTP, LLC, is requesting a zone change from PD, Planned Development District for a Shopping Center to RR, Regional Retail District, to develop a retail store.

Recommended City Council Action:

Approve

Fiscal Impact:

Processing this request does not require any City funds.

Discussion:

Current Zoning:

PD, Planned Development District for a Shopping Center(Ordinance No. 8446)

Surrounding Zoning and Land Use:

The property to the west is outside of City limits and the location of an industrial business. The property to the north and east is zoned PD, Planned Development District for a Shopping Center (Ordinance No. 8446) and the location of a retail store. The property to the south is outside of City limits and the location of an office building.

Analysis:

The property in question is currently governed by Ordinance No. 8446. This ordinance allowed for the construction of a warehouse on an adjacent portion of the property. Therefore, the applicant is requesting the zone change to RR, Regional Retail District for the construction of a 10,640 square foot retail store.

If approved, the development will need to conform to section 5.05, Nonresidential Zoning District Dimensional Regulations and sections 6.01 through 6.05, Zoning Development Regulations of the Zoning Ordinance. This property is currently not platted. As such a final plat will need to be adopted prior to any development.

This proposed zone change has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Engineering: (Approved)

No objections to zoning/zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Code: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted

well radius of location on plat.

Transportation: (Approved with Conditions)

Access spacing will be required to adhere to the TxDOT Access Management Standards along the state highway.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Planning:

This property is currently zoned PD, Planned Development District for a Shopping Center to facilitate an exception to the previous development regulations and to allow for the construction of a warehouse on the adjacent property. The Planned Development District does not show any development on the area being considered for the zone change. Additionally, since the underlying zoning of this property is RR, Regional Retail District, this zone change does not change the composition of uses in this area. Instead, it allows for additional development to occur on otherwise unused land.

This request was recommended for approval at the June 7, 2021 Planning and Zoning Commission meeting.

Therefore, staff recommends approval of this zone change, subject to condition A.

Conditions:

A. That the use and development of this property shall conform to the regulations of the RR, Regional Retail District.

Letters of Objection:

Staff has not received any letters of objection as of July 7, 2021.

Attachments:

Metes and Bounds (Exhibit A)
Application
Maps
Proposed Site Plan
Ordinance No. 8446



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 1.42-ACRE TRACT OF LAND OUT OF LOT 1A, BLOCK 1, CYCLES ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF WEST BUSINESS INTERSTATE 20, APPROXIMATELY 450 FEET WEST OF SOUTH TRADEWINDS BOULEVARD); 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 1.42-acre tract of land out of Lot 1A, Block 1, Cycles Addition, Section 2, 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 RR, Regional Retail District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from PD, Planned Development District for a Shopping Center to RR, Regional Retail District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

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

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council

member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

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

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

JOHN COWAN & ASSOCIATES, INC.

REGISTERED PROFESSIONAL LAND SURVEYORS
SINCE 1946

FIRM REGISTRATION NO:
10025500

1047 CR 135
FLINT, TEXAS 75762

903.581.2238
TXSURVEYS.COM

FIELD NOTES FOR GBT REALTY
Section 1, Block 40, Township 2 South
T&P RR. Co. Survey, Abstract No. 263
Midland County, Texas

All that certain lot, tract, or parcel of land, being part of Section 1, Block 40, Township 2 South, T&P RR. Co. Survey, Abstract No. 263, Midland County, Texas, and being part of Lot 1A of the Cycles Addition, Section 2 as shown by plat of same recorded in Cabinet E, Page 332 of the Plat Records of Midland County, Texas, and being more completely described as follows, to-wit:

BEGINNING at a ½" iron rod (found) for the Southwest corner of the above mentioned Lot 1A, the westerly Southeast corner of the Framing Square Lumber Company, Inc. 10.13 acre tract described in Volume 1870, Page 123, in the North right of way of U.S. Highway No. 80;

THENCE North 14 deg. 21 min. 52 sec. West with the southerly East line of the 10.13 acre tract, a distance of 269.69 ft. to a ½" iron rod (set) for corner;

THENCE North 59 deg. 40 min. 41 sec. East a distance of 168.89 ft. to a ½" iron rod (set) for corner;

THENCE South 30 deg. 19 min. 19 sec. East a distance of 189.30 ft. to a ½" iron rod (set) for corner;

THENCE North 59 deg. 40 min. 41 sec. East a distance of 120.78 ft. to an "X" cut in the face of a curb;

THENCE South 30 deg. 12 min. 24 sec. East a distance of 70.00 ft. to an "X" cut in the face of a curb, in the South line of Lot 1A, the North right of way of U.S. Highway No. 80;

THENCE South 59 deg. 40 min. 41 sec. West with the South line of Lot 1A, the North right of way of U.S. Highway No. 80, a distance of 363.67 ft. to the place of beginning, containing 1.420 acres of land.

Bearing oriented to Grid North of the Texas State Plane Coordinate System, NAD83, Central Zone 4203.

Plat accompanies field notes.

I, PHILIP W. CORNETT, Registered Professional Land Surveyor No. 5515, do hereby certify that the above field notes were prepared from an actual survey made on the ground under my direction and supervision.

GIVEN UNDER MY HAND AND SEAL, this the 4th day of May, 2021.

PHILIP W. CORNETT
Registered Professional Land Surveyor No. 5515
T21-055 1.420 acres

STATE OF TEXAS
REGISTERED
PHILIP W. CORNETT
5515
PROFESSIONAL
LAND SURVEYOR

JOHN COWAN & ASSOCIATES, INC.

REGISTERED PROFESSIONAL LAND SURVEYORS
SINCE 1946

FIRM REGISTRATION NO:
10025500

10147 CR 135
FLINT, TEXAS 75762

903.581.2238
TXSURVEYS.COM

FIELD NOTES FOR GBT REALTY
Section 1, Block 40, Township 2 South
T&P RR. Co. Survey, Abstract No. 263
Midland County, Texas

All that certain lot, tract, or parcel of land, being part of Section 1, Block 40, Township 2 South, T&P RR. Co. Survey, Abstract No. 263, Midland County, Texas, and being part of Lot 1A of the Cycles Addition, Section 2 as shown by plat of same recorded in Cabinet E, Page 332 of the Plat Records of Midland County, Texas, and being more completely described as follows, to-wit:

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THENCE South 59 deg. 40 min. 41 sec. West with the South line of Lot 1A, the North right of way of U.S. Highway No. 80, a distance of 363.67 ft. to the place of beginning, containing 1.420 acres of land.

Bearing oriented to Grid North of the Texas State Plane Coordinate System, NAD83, Central Zone 4203.

Plat accompanies field notes.

I, PHILIP W. CORNETT, Registered Professional Land Surveyor No. 5515, do hereby certify that the above field notes were prepared from an actual survey made on the ground under my direction and supervision.

GIVEN UNDER MY HAND AND SEAL, this the 4th day of May, 2021.

PHILIP W. CORNETT
Registered Professional Land Surveyor No. 5515
T21-055 1.420 acres



MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: 2-21-0239

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Midland (20) DTP, LLC		Phone (615) 370-0670 Email gglaser@gbtrealty.com	
Address 9010 Overlook Blvd.	City Brentwood	State TN	Zip 37027

Property Owner Printed Name: TJH Management, LLC c/o Jason Heller		Phone (432) 520-2080 Email hellerrace@gmail.com	
Address 5800 W. Highway 80	City Midland	State TX	Zip 79709

Representative *(if different from Applicant or Property Owner)* Firm: Midland (20) DTP, LLC Printed Name: Bob Gage		Phone (615) 519-8208 Email bgage@gbtrealty.com	
Address 9010 Overlook Blvd	City Brentwood	State TN	Zip 37027

Street Address: TBD

Legal Description

Lot: Block: 40 Subdivision: Part of Section 1 Block 40 T-2-S T&P RR CO Survey, Abstract 263 Part of Lot 1A Cydes Addition Section 2

Current Zoning: PD - Planned Development	**Proposed Zone:** RR - Regional Retail *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: Proposed Retail Development

Present Use of Property: Vacant with some trailor storage on a gravel parking lot

Proposed Use of Property: Construct a 10,460 SF Retail Store with parking and utilities on a 1.42 acre lot

How would this zone change affect the public health, safety and welfare? The development would benefit the nearby single family residential, commercial and light industrial developments in the community

Describe how conditions affecting the property have changed since present zoning designation: The Planned Development was originally utilized by Midalnd Power Sports

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date: 05/06/2021
Applicant (printed): **Greg Glaser, Development Manager**	
Property Owner (signature):	Date: 5-6-21
Property Owner (printed) : **TJH Management, LLC, c/o Jason Heller**	

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*)

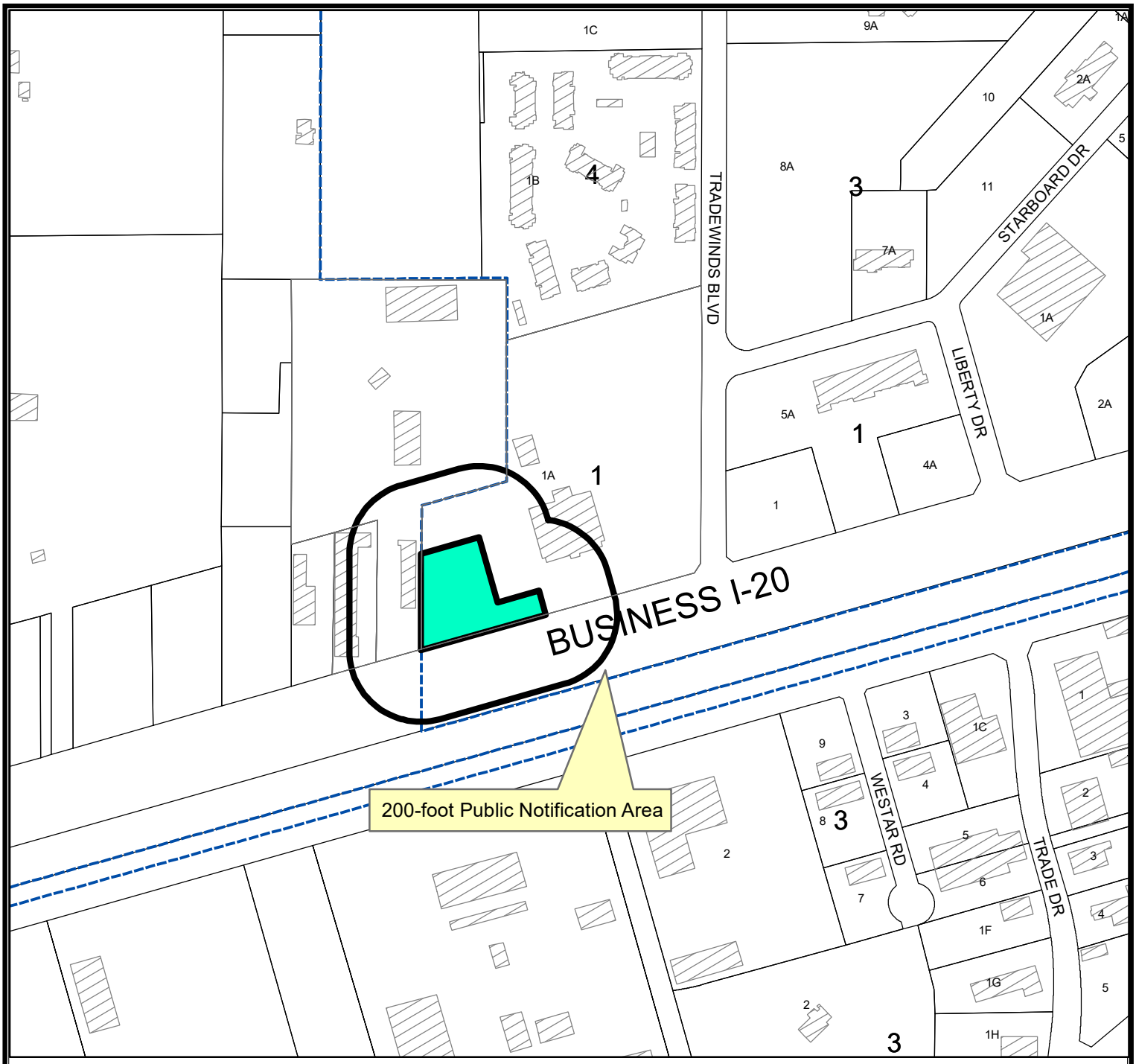
Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # 024635	
Received By: Joseph Maynard	Date: RECEIVED MAY 13 2021
	BY:

****Application will not be considered for scheduling until reviewed by a planner.****



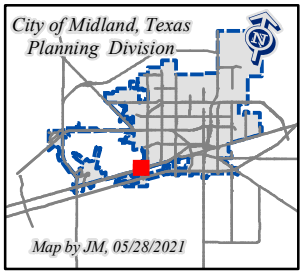
LOCATION MAP

Z-21-0239 **Scale: 1" = 400'**

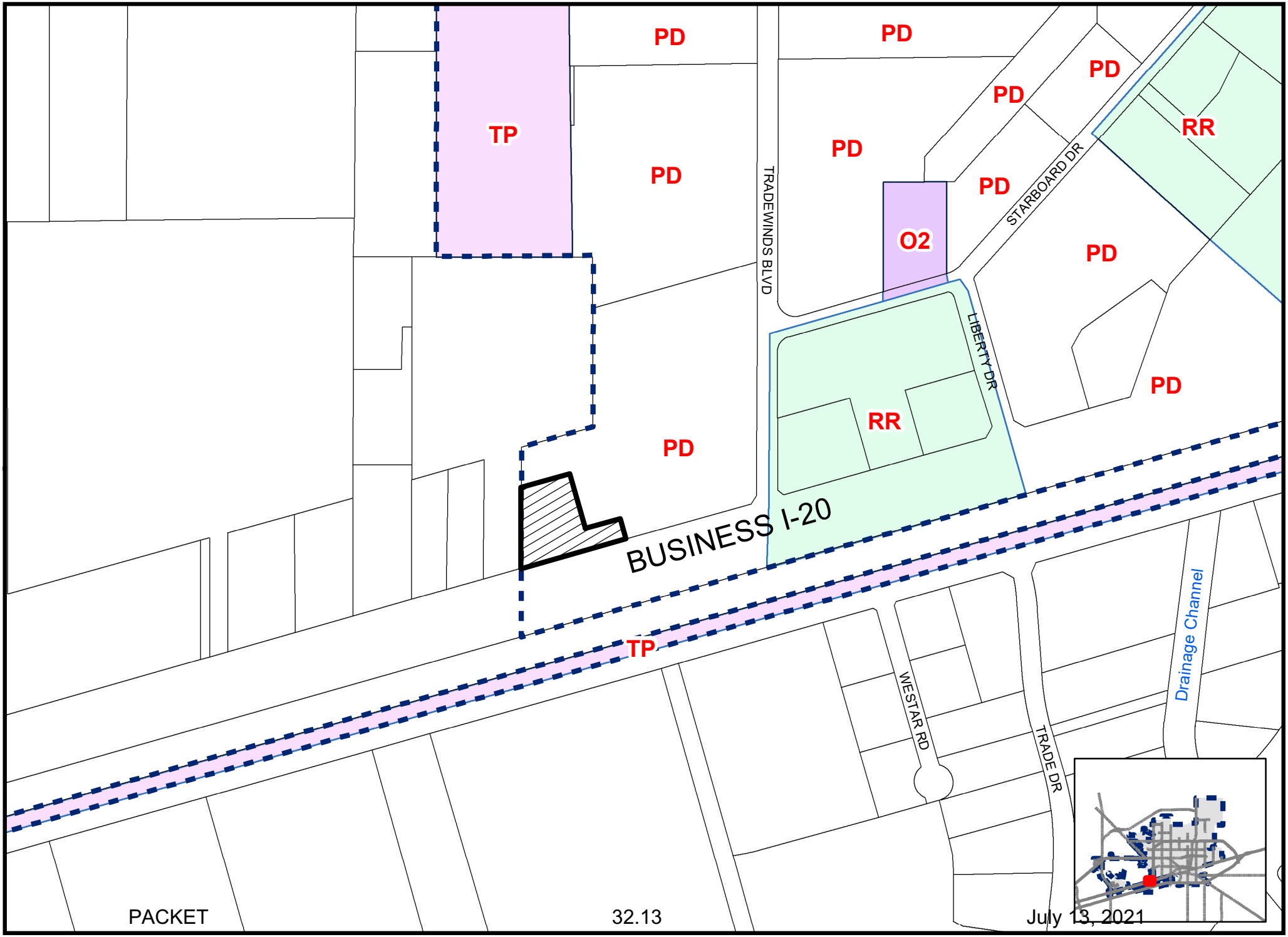
Hold a public hearing and consider a request by Midland 20 DTP, LLC for a zone change from PD, Planned Development District to RR, Regional Retail District on a 1.42-acre portion of Lot 1A, Block 1, Cycles Addition, Section 2, City and County of Midland, Texas.
Generally located on the north side of West Business 20, approximately 450 feet west of South Tradewinds Boulevard. (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



July 13, 2021



Map by JM, 06/01/2021

Z-21-0239

Scale: 1" = 400'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

ORDINANCE NO. 8446

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING LOT 1A, BLOCK 1, CYCLES ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A SHOPPING CENTER, AND IP-1, INDUSTRIAL PARK DISTRICT, TO BE USED AS AN AMENDED PLANNED DISTRICT FOR A SHOPPING CENTER; PROVIDING FOR SUCH USE TO BE SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS AS SET OUT HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of Districts under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the creation of a "Planned District" for a Shopping Center, as set out hereinafter;

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

SECTION ONE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned PD, Planned District for a Shopping Center, and IP-1, Industrial Park District, and it shall be used as an Amended Planned District for a Shopping Center, said property being described as follows:

Lot 1A, Block 1, Cycles Addition, Section 2, City and County of Midland, Texas.

SECTION TWO. That the properties described in Section One hereof, shall be

subject to the following conditions:

A. That the planned district shall be subject to the regulations of the LR-3, Local Retail District.

B. That the site plan adopted by Ordinance No. 8149 shall remain in full force and effect.

C. That a warehouse with a maximum area of 4,000 contiguous square feet shall be allowed at the location indicated on Exhibit "A", attached hereto and incorporated by reference for all purposes.

D. That the warehouse described above shall be allowed to have an exterior consisting of 100% metal coverage.

SECTION THREE. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FOUR. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FIVE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SIX. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish

the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 12th day of September, A.D., 2006; and passed to second reading on motion of Council member Perry, seconded by Council member Morgan, by the following vote:

Council members voting "AYE": Perry, Morgan, Dingus, Canon, Simpson, Dufford and Hailey

Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Perry, seconded by Council member Morgan, on the 26th day of September, A.D., 2006, at a regular meeting of the City Council:

Council members voting "AYE": Perry, Morgan, Dingus, Canon, Simpson, Dufford and Hailey

Council members voting "NAY": None

PASSED AND APPROVED THIS 26th day of September, A.D., 2006.

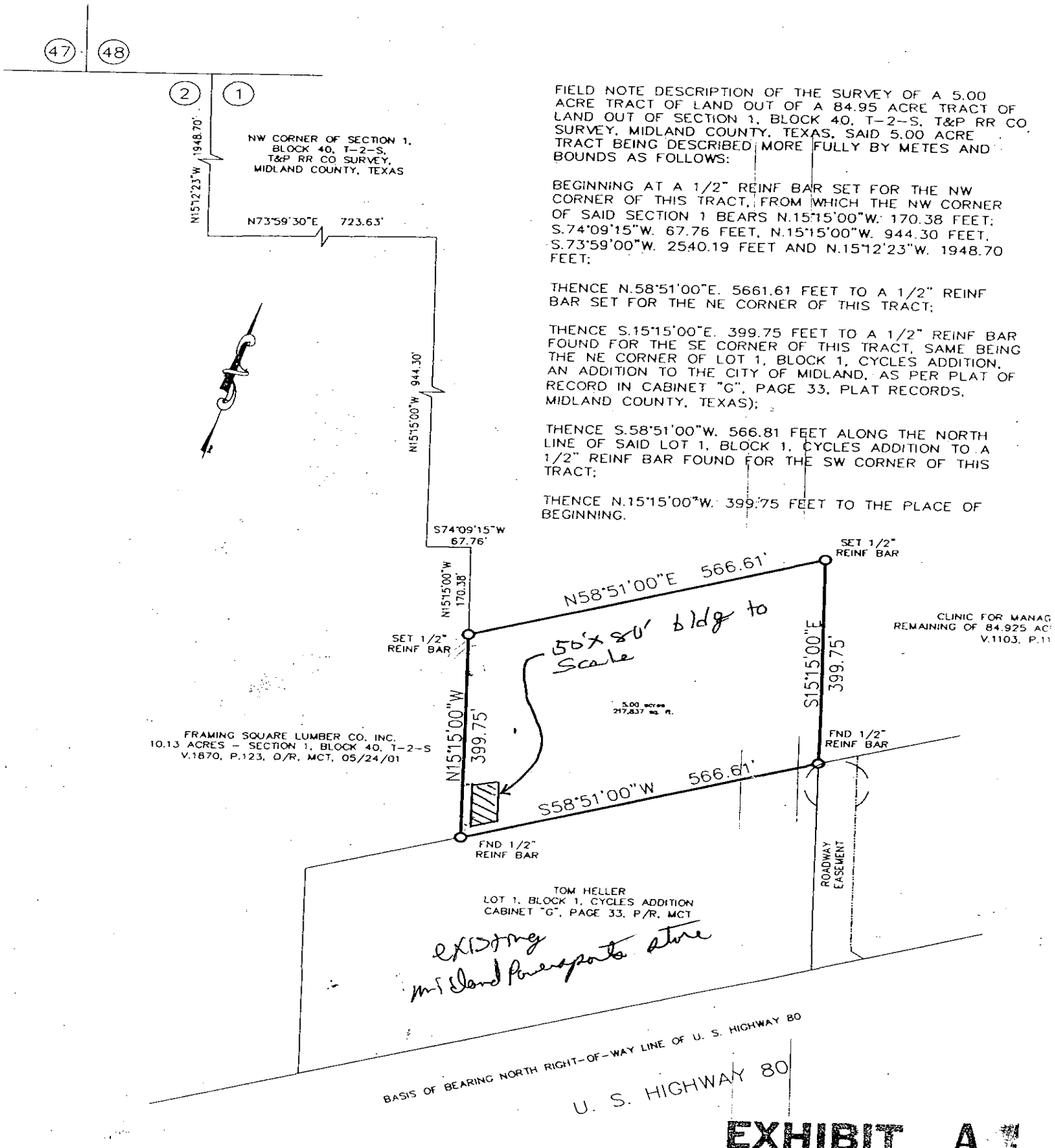
Michael J. Canon, Mayor

ATTEST:

Kaylah J. McCord, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



FIELD NOTE DESCRIPTION OF THE SURVEY OF A 5.00 ACRE TRACT OF LAND OUT OF A 84.95 ACRE TRACT OF LAND OUT OF SECTION 1, BLOCK 40, T-2-S, T&P RR CO SURVEY, MIDLAND COUNTY, TEXAS, SAID 5.00 ACRE TRACT BEING DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" REINF BAR SET FOR THE NW CORNER OF THIS TRACT, FROM WHICH THE NW CORNER OF SAID SECTION 1 BEARS N.15°15'00"W. 170.38 FEET; S.74°09'15"W. 67.76 FEET, N.15°15'00"W. 944.30 FEET, S.73°59'00"W. 2540.19 FEET AND N.15°12'23"W. 1948.70 FEET;

THENCE N.58°51'00"E. 5661.61 FEET TO A 1/2" REINF BAR SET FOR THE NE CORNER OF THIS TRACT;

THENCE S.15°15'00"E. 399.75 FEET TO A 1/2" REINF BAR FOUND FOR THE SE CORNER OF THIS TRACT, SAME BEING THE NE CORNER OF LOT 1, BLOCK 1, CYCLES ADDITION, AN ADDITION TO THE CITY OF MIDLAND, AS PER PLAT OF RECORD IN CABINET "G", PAGE 33, PLAT RECORDS, MIDLAND COUNTY, TEXAS);

THENCE S.58°51'00"W. 566.81 FEET ALONG THE NORTH LINE OF SAID LOT 1, BLOCK 1, CYCLES ADDITION TO A 1/2" REINF BAR FOUND FOR THE SW CORNER OF THIS TRACT;

THENCE N.15°15'00"W. 399.75 FEET TO THE PLACE OF BEGINNING.

EXHIBIT A

.000 INSURANCE RATING PURPOSES: THIS PROPERTY LIES WITHIN FLOOD INSURANCE ZONE DESIGNATION "X" AS DEPICTED ON INSURANCE RATE MAP (FIRM) NUMBER 48329-C0184E, MIDLAND COUNTY, TEXAS AND INCORPORATED AREAS IVE DATE, DECEMBER 6, 1999, AS ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).

S TRACT NO. 101.11

PACKET 32.17 July 13, 2021

CASE NO. Z-06-023

LIENHOLDERS. THOMAS H. HELLER AND CHERYL M. HELLER

) OF THE PREMISES AND TO THE ISSUING TITLE INSURANCE UNDERWRITER.

STATE OF TEXAS REGISTERED CRUSE B. SUDDUTH 5308 PROFESSIONAL LAND SURVEYOR

SURVEY

A 5.00 ACRE T

OUT OF A


FRAMING SQUARE
LUMBER






FRAMING SQUARE
212-1040

City Council Meeting

Item Number: 33

Meeting Date: July 13, 2021

To: City Council / City Manager

From: Kelly Martinez, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 2.5-ACRE TRACT OF LAND OUT OF SECTION 30, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF NORTH FAIRGROUNDS ROAD, APPROXIMATELY 1,582 FEET SOUTH OF EAST LOOP 250 NORTH); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

The applicants, Collin & Jayme Tadlock, are requesting to rezone the property located at 4300 N. Fairgrounds Road to allow for the construction of an office building with an attached warehouse for storage.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Discussion:

The properties to the north and east are zoned MF-16, Multi-Family Dwelling District and are the locations of vacant land. The property to the south is zoned TH, Townhouse Dwelling

District, and the location of Lone Star Sanctuary for Animals. The property to the west is zoned SF-1, Single-Family Dwelling District, and the location of Hogan Golf Course.

Analysis:

The applicant is requesting to rezone the property from MF-16, Multi-Family Dwelling District to RR, Regional Retail District, to allow for the construction of an office building with an attached warehouse for storage. Currently, the land has a single-family home with several carports and a storage building. The intended use would be for an office that would house their business and be for employee use only; this would not be a customer or retail location.

If approved, the development will need to conform to section 5.05, Nonresidential Zoning District Dimensional Regulations and sections 6.01 through 6.05, Zoning Development Regulations of the Zoning Ordinance. This property is currently not platted. As such, a final plat will need to be adopted prior to any development.

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 2017 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Engineering: (Approved)

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

See Transportation's comments.

Code: (Approved)

No variance required due to structures were already on this property- 1954 prior to the existence of the permitted well. McClintic Trust #2 and battery operated by Endeavor

Energy Resources. Well- Permitted 1-27-1998.

Transportation: (Approved with Conditions)

As discussed in the Pre-Development meeting, right-of-way dedication will be required during platting. Please have the engineer/surveyor contact the City Traffic Engineer for details.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Planning:

This proposed development does not fit with the Tall City Tomorrow Comprehensive Plan, Chapter 3, An Integrated Land Use Vision, Future Land Use Map as this area calls for urban low. This district calls for a mix of complementary uses including mostly single-family, townhomes, small parks, churches, and neighborhood retail or mixed use. However, this location has frontage on a major arterial street, which allows for larger commercial or office uses to cluster around arterial streets.

This request was approved by a unanimous vote at the June 21, 2021 Planning and Zoning Commission meeting.

Therefore, staff recommends approval of this zone change from MF-16, Multi-Family Dwelling District to RR, Regional Retail District, subject to condition A.

Condition:

A. **That the use and development of the property shall conform to the regulations of the RR, Regional Retail District.**

Letters of Objection:

Staff has not received any letters of objection as of July 7, 2021.

Attachments:

Survey (Exhibit A)
Application
Maps

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 2.5-ACRE TRACT OF LAND OUT OF SECTION 30, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF NORTH FAIRGROUNDS ROAD, APPROXIMATELY 1,582 FEET SOUTH OF EAST LOOP 250 NORTH); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning a 2.5-acre tract of land out of Section 30, Block 38, T-1-S, T&P RR Co. Survey, 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 RR, Regional Retail District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from MF-16, Multiple-Family Dwelling District to RR, Regional Retail District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

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

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council

member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

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

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

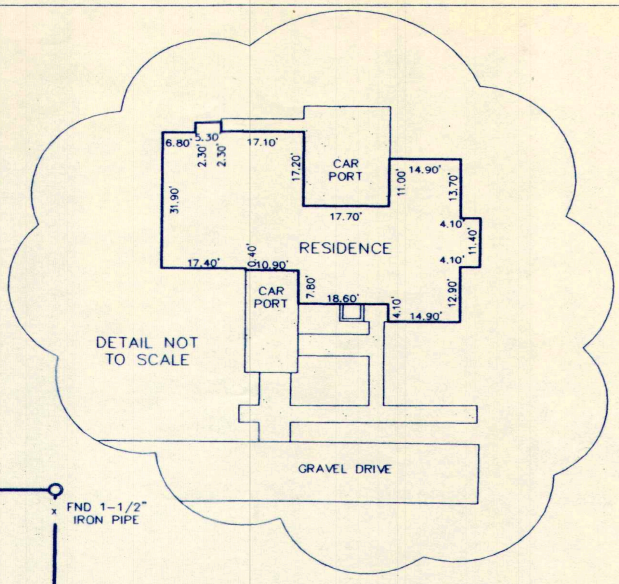
APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

THE RESTRICTIVE COVENANTS RECORDED IN VOLUME 116, PAGE 356 AND V.138, PAGE 54, DEED RECORDS, MIDLAND COUNTY, TEXAS, AFFECT THIS PROPERTY.

THE FOLLOWING BLANKET EASEMENTS AFFECT THIS PROPERTY:
* SOUTH PLAINS PIPE LINE COMPANY, V.41, P.254, D/R, MCT, DEEDED TO WEST TEXAS GAS COMPANY, V.51, P.408-415, D/R, MCT
* ATLANTIC PIPE LINE COMPANY, V.47, P.237, D/R, MCT
* CAP ROCK ELECTRIC COOPERATIVE, INC., V.617, P.277, D/R, MCT
* CAP ROCK ELECTRIC COOPERATIVE, INC., V.632, P.59, D/R, MCT



FIELD NOTE DESCRIPTION OF THE SURVEY OF A 2.51 ACRE (RECORD 2.50 ACRE) TRACT OF LAND OUT OF THE NW/4 OF SECTION 30, BLOCK 38, T-1-S, T&P RR CO SURVEY, MIDLAND COUNTY, TEXAS, SAID 2.51 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN FAIRGROUNDS ROAD (F. M. HIGHWAY 715) FOR THE NW CORNER OF THIS TRACT IN THE WEST LINE OF SAID SECTION 30, FROM WHICH THE NW CORNER OF SECTION 30 BEARS N.15°00'00"W. 1488.00 FEET;

THENCE N.75°00'00"E., AT 30.00 FEET PASS A 1-1/2" IRON PIPE FOUND IN THE EAST RIGHT-OF-WAY LINE OF FAIRGROUNDS ROAD, IN ALL A TOTAL DISTANCE OF 300.00 FEET TO A 1-1/2" IRON PIPE FOUND FOR THE NE CORNER OF THIS TRACT;

THENCE S.14°35'42"E. 366.82 FEET (RECORD S.15°00'00"E. 363.00 FEET) TO A 3/8" BENT REINF BAR FOUND FOR THE SE CORNER OF THIS TRACT;

THENCE S.75°20'28"W., AT 267.38 FEET PASS A 3/8" REINF BAR FOUND IN THE EAST RIGHT-OF-WAY LINE OF FAIRGROUNDS ROAD, IN ALL A TOTAL DISTANCE OF 297.38 FEET (RECORD S.75°00'00"W. 300.00 FEET) TO A POINT IN FAIRGROUNDS ROAD AND IN THE WEST LINE OF SAID SECTION 30 FOR THE SE CORNER OF THIS TRACT;

THENCE N.15°00'00"W. 365.04 FEET (RECORD N.15°00'00"W. 300.00 FEET) ALONG THE WEST LINE OF SAID SECTION 30 TO THE PLACE OF BEGINNING.

NOTE: THE WEST 30 FEET OF THIS TRACT IS IN FAIRGROUNDS ROAD RIGHT-OF-WAY.

FOR FLOOD INSURANCE RATING PURPOSES: THIS PROPERTY LIES WITHIN FLOOD INSURANCE ZONE DESIGNATION "X" AS DEPICTED ON FLOOD INSURANCE RATE MAP (FIRM) NUMBER 48329-C0100E, MIDLAND COUNTY, TEXAS AND INCORPORATED AREAS EFFECTIVE DATE, DECEMBER 6, 1999, AS ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).

CENSUS TRACT NO. 101.12

TO THE LIENHOLDERS, JAMES HENRY AND NOLAN HENRY

(OWNER) OF THE PREMISES AND TO THE ISSUING TITLE INSURANCE UNDERWRITER: 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 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 26TH DAY OF SEPTEMBER, 2002

CRUSE B. SUDDUTH
RPLS 5308

STATE OF TEXAS
REGISTERED
MAX A. SCHUMANN, JR.
137
PROFESSIONAL
LAND SURVEYOR

SCHUMANN ENGINEERING CO., INC.
REGISTERED PROFESSIONAL LAND SURVEYORS
LICENSED STATE LAND SURVEYORS
REGISTERED PROFESSIONAL CIVIL ENGINEERS
TEXAS and NEW MEXICO
Civil Engineering ~ Land Surveying
408 N. PECOS STREET - P. O. BOX 504
MIDLAND, TEXAS 79702-0504
Office (915) 684-5548
Fax (915) 684-6973

SURVEY PLAT

A 2.51 ACRE (RECORD 2.50 ACRE)
TRACT OF LAND
OUT OF THE NW/4 OF
SECTION 30, BLOCK 38, T-1-S,
T&P RR CO SURVEY,
MIDLAND COUNTY, TEXAS

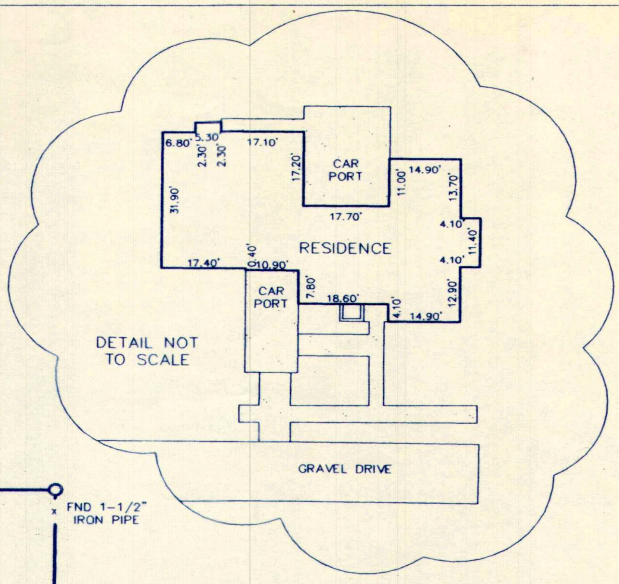
July 13, 2021

SCALE: 1" = 60'

PROJECT: 67601LSA
JOB NO.: 67,601

THE RESTRICTIVE COVENANTS RECORDED IN VOLUME 116, PAGE 356 AND V.138, PAGE 54, DEED RECORDS, MIDLAND COUNTY, TEXAS, AFFECT THIS PROPERTY.

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DATED THIS 26TH DAY OF SEPTEMBER, 2002

CRUSE B. SUDDUTH
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SECTION 30, BLOCK 38, T-1-S,
T&P RR CO SURVEY,
MIDLAND COUNTY, TEXAS

July 13, 2021

SCALE: 1" = 60'

PROJECT: 67601LSA
JOB NO.: 67,601

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: 2-21-0241

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Jayme Tadlock		Phone (936) 647-6751 Email tadlockwaterpermianbasin@gmail.com	
Address 3001 Goddard Place	City Midland	State Texas	Zip 79705

Property Owner Printed Name: Collin& Jayme Tadlock		Phone (936) 647-6751 Email 936 647-6751	
Address 4300 Fairgrounds Road	City Midland	State Texas	Zip 79705

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name: Jayme Tadlock		Phone (936) 647-6751 Email tadlockwaterpermianbasin@gmail.com	
Address 3001 Goddard Place	City Midland	State Texas	Zip 79705

Street Address: 4300 Fairgrounds Road

Legal Description
Lot: Section30 Block: 38-T1S Subdivision: 2.50 Acres, Part W/2 , Section 30, Block 38-T1S

Current Zoning: Multi Family	**Proposed Zone:** RR - Regional Retail District *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: To build an office building with attached warehouse storage . Residential zoning does not seem appopriate for location with upcoming expansion.

Present Use of Property: One residential house with several carports and a storage building.

Proposed Use of Property: Office building with attached warehouse for storage.

How would this zone change affect the public health, safety and welfare? No forseen effects. Residential zoning does not seem appopriate for location with upcoming expansion.

Describe how conditions affecting the property have changed since present zoning designation: Ajacent properties are zoned commercial. Fairgrounds is expanding and becoming a thruway for trucks. Residential zoning does not seem appopriate for location with upcoming expansion.

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): Jayme Tadlock	Date: May 27, 2021
Applicant (printed): Jayme Tadlock	
Property Owner (signature): Collin Tadlock Jayme Tadlock	Date: May 27, 2021
Property Owner (printed) : Collin Tadlock , Jayme Tadlock	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear_____who, being by me duly sworn, upon oath says: That (s)he is the owner of _____or authorized by_____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

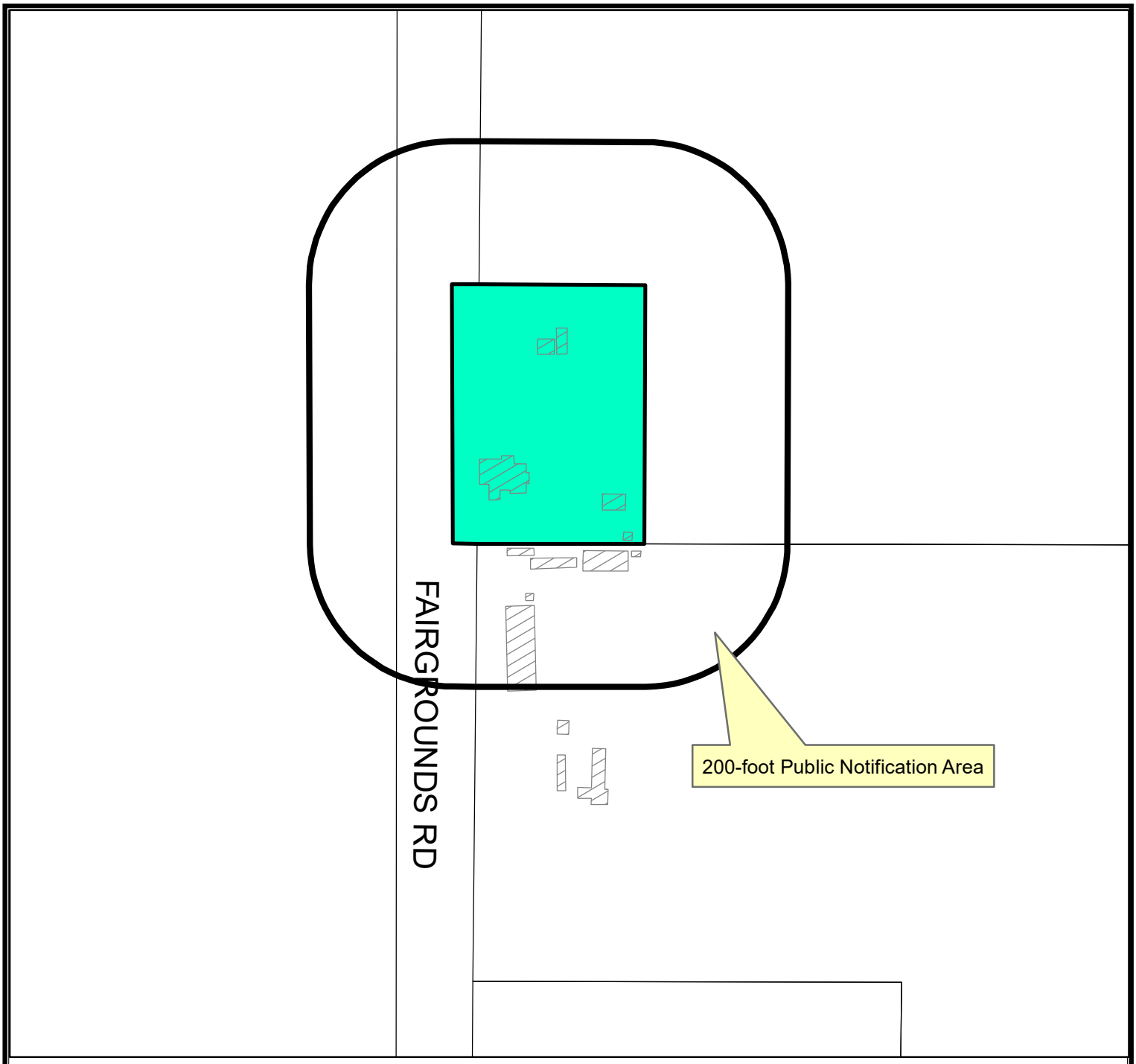
Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☐ Dimensioned Site Plan
☐ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check #_____	
Received By: Joseph Mayorga	Date: RECEIVED MAY 27 2021 BY:

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

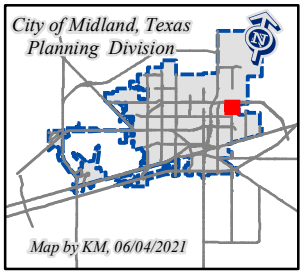
Z-21-0241 **Scale: 1" = 200'**

Consider a request by Collin and Jayme Tadlock for a zone change from MF-16, Multi-Family Dwelling District to RR, Regional Retail District on a 2.50 acre tract of land located in Section 30, Block 38, T-1-S, T&P, RR Co. Survey, City and County of Midland, Texas.

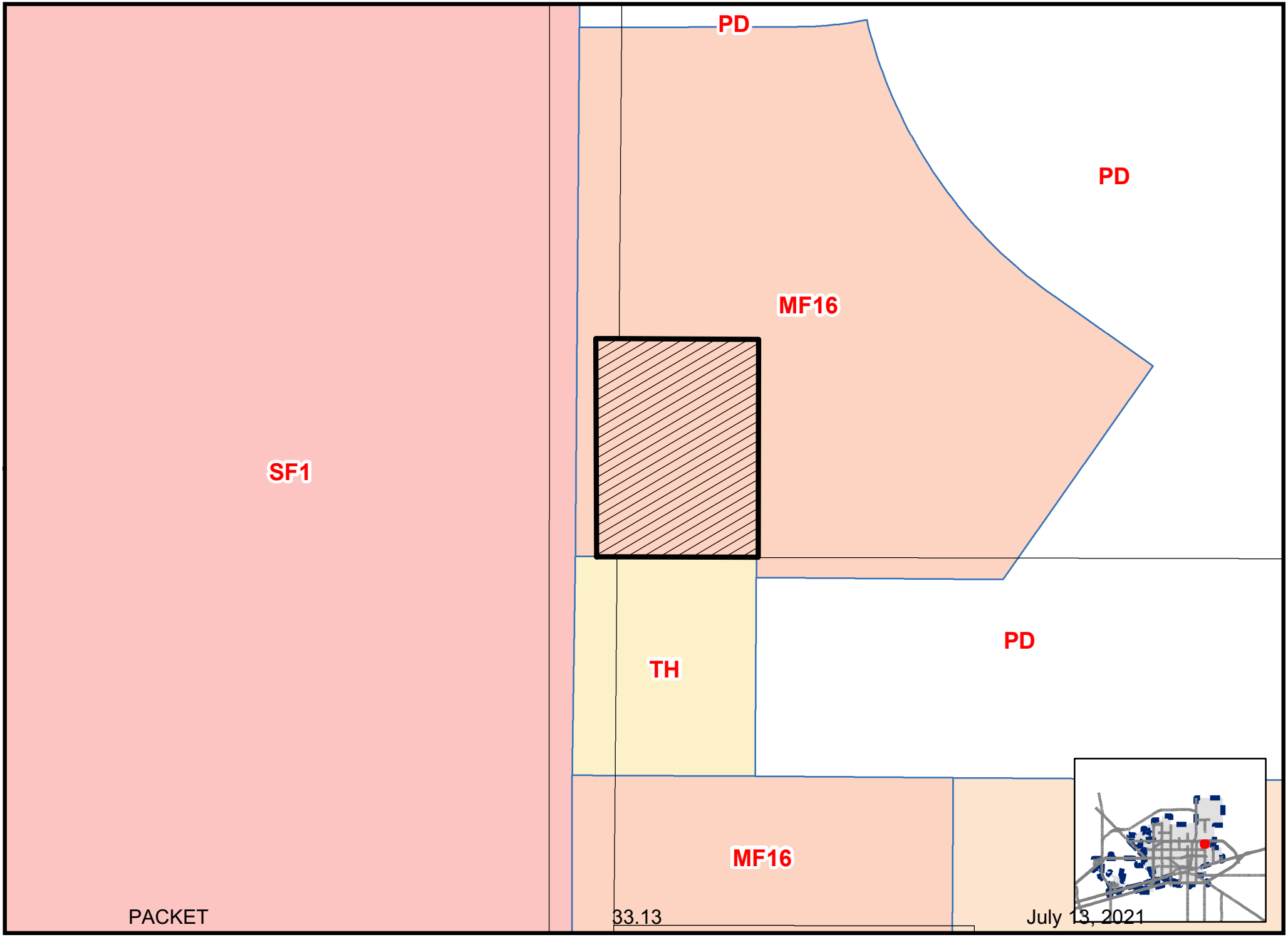
Generally located on the east side of N. Fairgrounds Road, approximately 1,582-feet south of E. Loop 250 North. (Council District 2)

L E G E N D

CITY LIMITS
PARCEL
PRIVATE BLDGS



July 13, 2021



PACKET 33.13 July 13, 2021

Map By KM, 06/04/21

Z-21-0241

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.




4300
4300


LONE STAR
SANCTUARY



City Council Meeting

Item Number: 34

Meeting Date: July 13, 2021

To: City Council / City Manager

From: Kelly Martinez, Planner

Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 14, BLOCK 3, PARK HILL ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST TENNESSEE AVENUE, APPROXIMATELY 190 FEET WEST FROM NORTH D STREET), BY PERMITTING A REDUCED MINIMUM SIDE YARD SETBACK ON THE EAST SIDE OF THE PROPERTY; 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, Elizabeth Drew, is requesting a Special Exception to the City of Midland Zoning Ordinance, Section 5.04 - Residential Zoning District Dimensional Regulations Chart, concerning the minimum side yard setback for an interior lot located at 1200 W. Tennessee Avenue.

Recommended City Council Action:

Deny

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The property is located at 1200 W. Tennessee Avenue. The property is zoned SF-2, Single

Family-Dwelling District and is the location of a residence. The applicant is requesting to construct a carport with a zero (0) side yard setback. The proposed carport will be located on the east side of the property and attached to the home.

Per our City of Midland Zoning Ordinance, *Section 5.04 – Residential Zoning District Dimensional Regulations Chart:*

SF-2, Single-Family Dwelling District
Yard Setback Dimensions
Minimum Side Yard setback for an interior lot: 5 feet

The applicant's property is an interior lot and would have to meet the minimum side yard setback of 5 feet as listed in the zoning ordinance.

This request has been circulated and reviewed by all pertinent City departments and their comments, conditions, and requests are as follows:

Engineering: (Approved)

No objections to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Fire: (Approved)

No objections.

Code Administration: (Approved)

From a building code standpoint, this is an acceptable project. The carport will be attached to the house and will be constructed of acceptable materials. A building permit must be obtained and a detailed drawing of the project must be submitted. The drawings must include a site plan or survey showing where the carport will be located as well as measurements to other structures and property lines, a complete list of building materials or manufacturer's specifications if it is pre-built. We will also need foundation or tie down information.

Planning:

As this request represents a deviation from the existing Zoning Ordinance and no hardships have been shown, staff would recommend denial of this request for a Special Exception to the City of Midland Zoning Ordinance Section 5.04 - Residential Zoning District Dimensional Regulations Chart, concerning the minimum side yard setback of an interior lot.

Should the City Council approve this request, the property shall be subject to the following conditions A through B.

Condition:

A. That the location of all structures shall significantly conform to conditions as shown on the site plan attached hereto as Exhibit "A" and incorporated herein for all purposes.

B. That the minimum side yard setback of the proposed attached carport on the eastern side of the property shall be zero (0) feet.

Letters of Objection:

As of July 7, 2021, staff has not received any letters of objection to this request.

Attachments:

Site Plan (Exhibit A)
Application
Maps

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 14, BLOCK 3, PARK HILL ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST TENNESSEE AVENUE, APPROXIMATELY 190 FEET WEST FROM NORTH D STREET), BY PERMITTING A REDUCED MINIMUM SIDE YARD SETBACK ON THE EAST SIDE OF THE PROPERTY; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Code, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

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

SECTION ONE. That a special exception is hereby granted for the property described as Lot 14, Block 3, Park Hill Addition, City and County of Midland, Texas. Said special exception shall allow a reduced minimum side yard setback on the east side of the property.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That the minimum side yard setback on the east side of the property in the area identified as "Carport" in Exhibit "A", which is attached hereto and incorporated herein for all purposes, shall be zero feet (0').

B. That the property shall significantly conform to Exhibit "A".

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., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

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

Council members voting "AYE":

Council members voting "NAY":

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

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"




1200 tennessee
Show search results for 1200 t...
14
1200
13
1202
Carport
25'
14'
20ft

MIDLAND
Planning Division

Special Exception Application

Project Number: E-21-0054

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: ELIZABETH DREW		Phone (432) 559-3190 Email betsy_lexhart@yahoo	
Address 1200 W. TENNESSEE AVE	City MIDLAND	State TX	Zip 79701

Property Owner Printed Name: SAME AS ABOVE		Phone ( ) Email	
Address	City	State	Zip

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 1200 W. Tennessee Ave. 79701

Legal Description
Lot: 014 Block: 003 Subdivision: PARK HILL

Current Zoning:

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: BUILD A CARPORT (SEE ATTACHED PICTURE) The poles will be on the fence line

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
MAY 24 2021
BY: DM

Signatures	
Applicant (signature): Elizabeth Drew	Date: 5/21/21
Applicant (printed):	
Property Owner (signature): Elizabeth Drew	Date: 5/21/21
Property Owner (printed): ELIZABETH DREW	

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 _____ 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
- ☑ Application Fee — Check # 30116
- ☐ Dimensioned Site Plan
- ☐ Plans in Digital Format (PDF/JPEG)

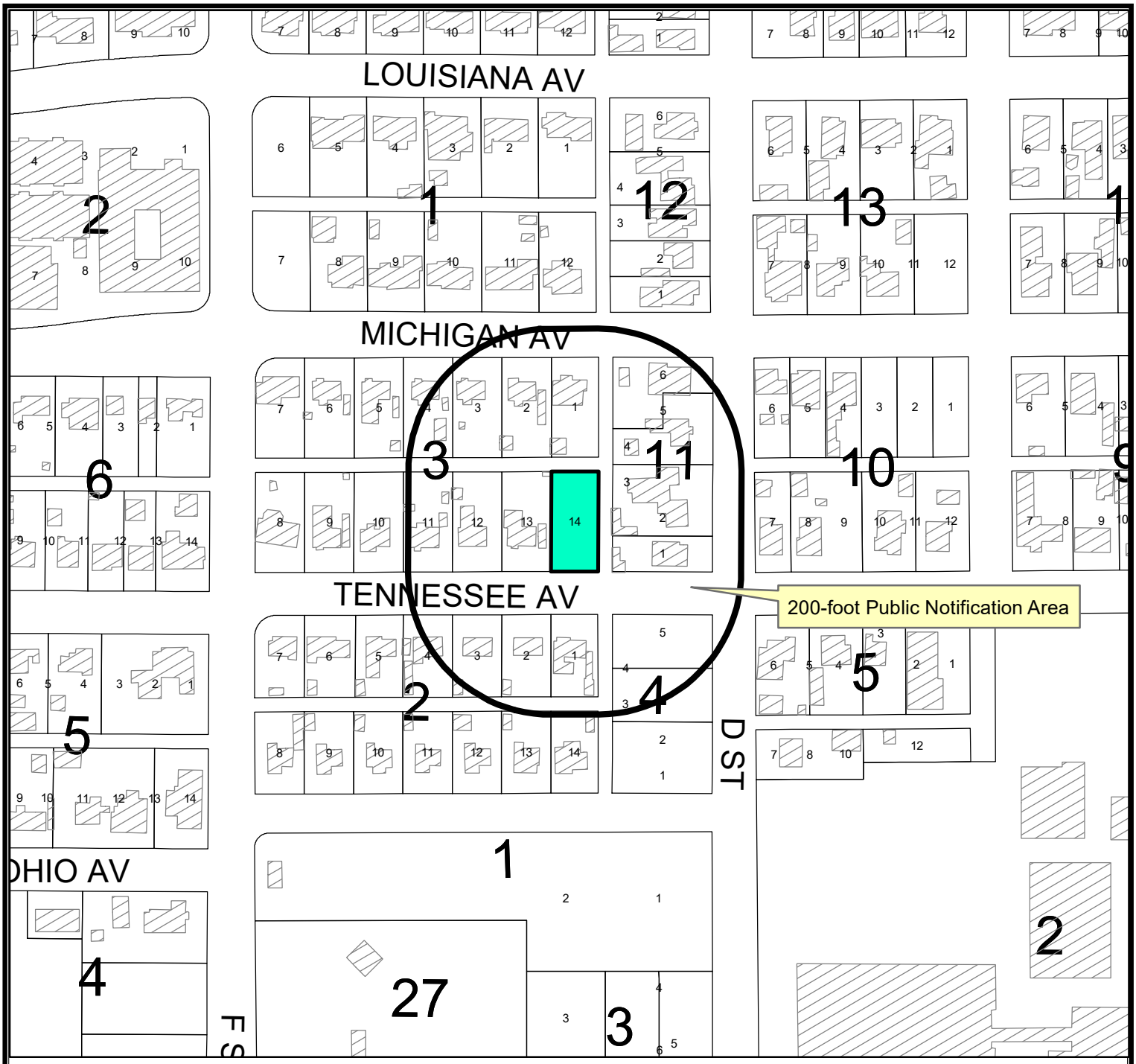
RECEIVED
MAY 24 2021

Received By: DR

Date:

BY: .....

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

E-21-0054 **Scale: 1" = 200'**

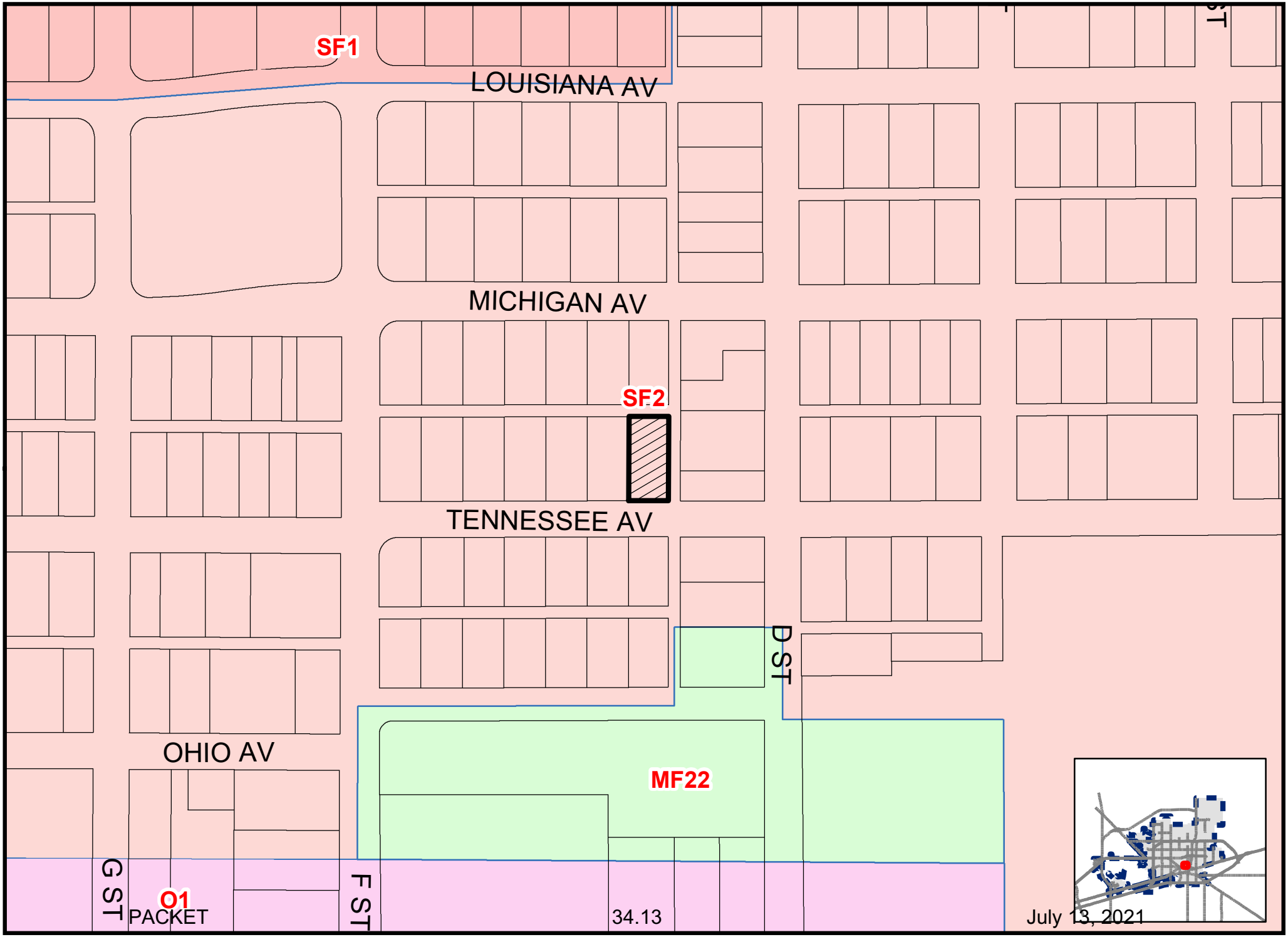
Consider a request by Elizabeth Drew for a Special Exception from the City of Midland Zoning Ordinance Section 5.04 - Residential Zoning Disrict Dimesional Regulations chart, concerning the minimum side yard setback for an interior lot on Lot 14, Block 3, Park Hill, City and County of Midland, Texas.

(Generally located on the north side of W. Tennessee Avenue, approximately 190-feet west of N. D Street. Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS





Map By KM, 5/27/2021

E-21-0054

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.


1200
1200







City Council Meeting

Item Number: 35

Meeting Date: July 13, 2021

To: City Council / City Manager

From: Kelly Martinez, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOTS 1 AND 2, BLOCK 182, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF SOUTH BIG SPRING STREET AND WEST FLORIDA AVENUE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Eudoro Turon Castillo is requesting a Specific Use Designation with Term (SUD) for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant located at 900 S. Big Spring Street.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Current Zoning:

RR, Regional Retail District

Surrounding Zoning and Land Use:

The properties to the north, east, and south are zoned RR, Regional Retail District, and are the locations of a gas station, The Car Store, and TK Elevator Midland. The properties to the west are zoned C, Commercial District and the locations of storage sheds.

Discussion:

This property is located in the RR, Regional Retail District, which allows for the sale and on-premises consumption of alcoholic beverages with the approval of a specific use designation with term.

King Shark Midland is currently not in operation and does not have a specific use designation for the sale of all alcoholic beverages. The floor plan attached hereto as “Exhibit A” illustrates that the establishment will have a total square footage of 2,000 square feet, with an alcohol serviceable area of 1,020 square feet.

The proposed hours of operation are:

Monday through Sunday from 10:00 a.m. to 2:00 a.m. (of the following day)

The applicant is requesting alcohol service hours as the following:

Monday through Saturday from 10:00 a.m. to 2:00 a.m. (of the following day), and Sunday from 12:00 p.m. to 2:00 a.m. (of the following day)

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public school, public school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property.

Engineering: (Approved)

No objections.

Fire: (Approved)

No objections.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Code Administration: (Approved)

The SUD for King Shark is acceptable. The property must adhere to the current maximum occupant load of 68. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning:

The request is in compliance with the *Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4,* "Encourage the development of places where Midland residents can gather and socialize to build connections." (Tall City Tomorrow page 137) King Shark Midland will create a vibrant atmosphere where residents can feel relaxed and enjoy drinks with their meals.

This request was recommended for approval at the June 7, 2021 Planning and Zoning Commission Meeting with the amendment that alcohol service hours be allowed on Monday through Wednesday from 10:00 a.m. to 12:00 a.m. (midnight), and on Thursday through Sunday from 10:00 a.m. to 2:00 a.m. (of the following day).

This request meets all requirements; therefore, staff recommends approval of the request for a Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to Condition A through G.

A. **That the serviceable area of the restaurant shall be limited to approximately 1,020 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 10:00 a.m. to 2:00 a.m. (of the following day), and Sunday from 12:00 p.m. (noon) to 2:00 a.m. (of the following day)

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 July 7, 2021, staff has not received any letters of objections.

Attachments:

Floor Plan (Exhibit A)
Application
Maps

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOTS 1 AND 2, BLOCK 182, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF SOUTH BIG SPRING STREET AND WEST FLORIDA AVENUE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for Lots 1 and 2, Block 182, Southern Addition, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a restaurant (the "Establishment") for on-premises consumption, together with the uses permitted in the present RR, Regional Retail District.

SECTION TWO. That the Property shall be subject to the following conditions and

restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 1,020 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday through Saturday from 10:00 a.m. to 2:00 a.m. of the following day; and
Sunday from 12:00 p.m. (noon) to 2:00 a.m. of the following day.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the 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 Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

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

Council members voting "AYE":

Council members voting "NAY":

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

Council members voting "AYE":

Council members voting "NAY":

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

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

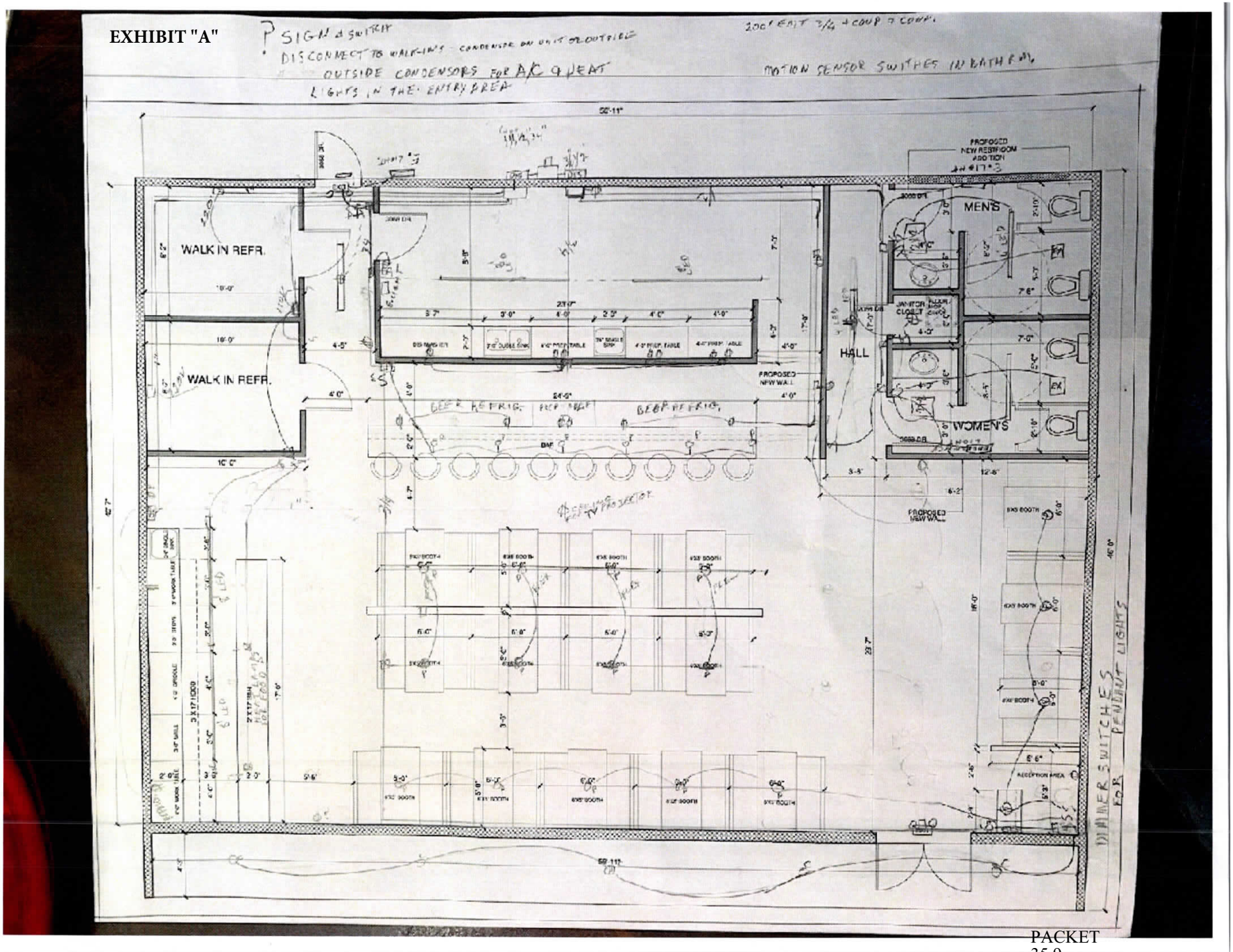
APPROVED AS TO CONTENT
AND COMPLETENESS:

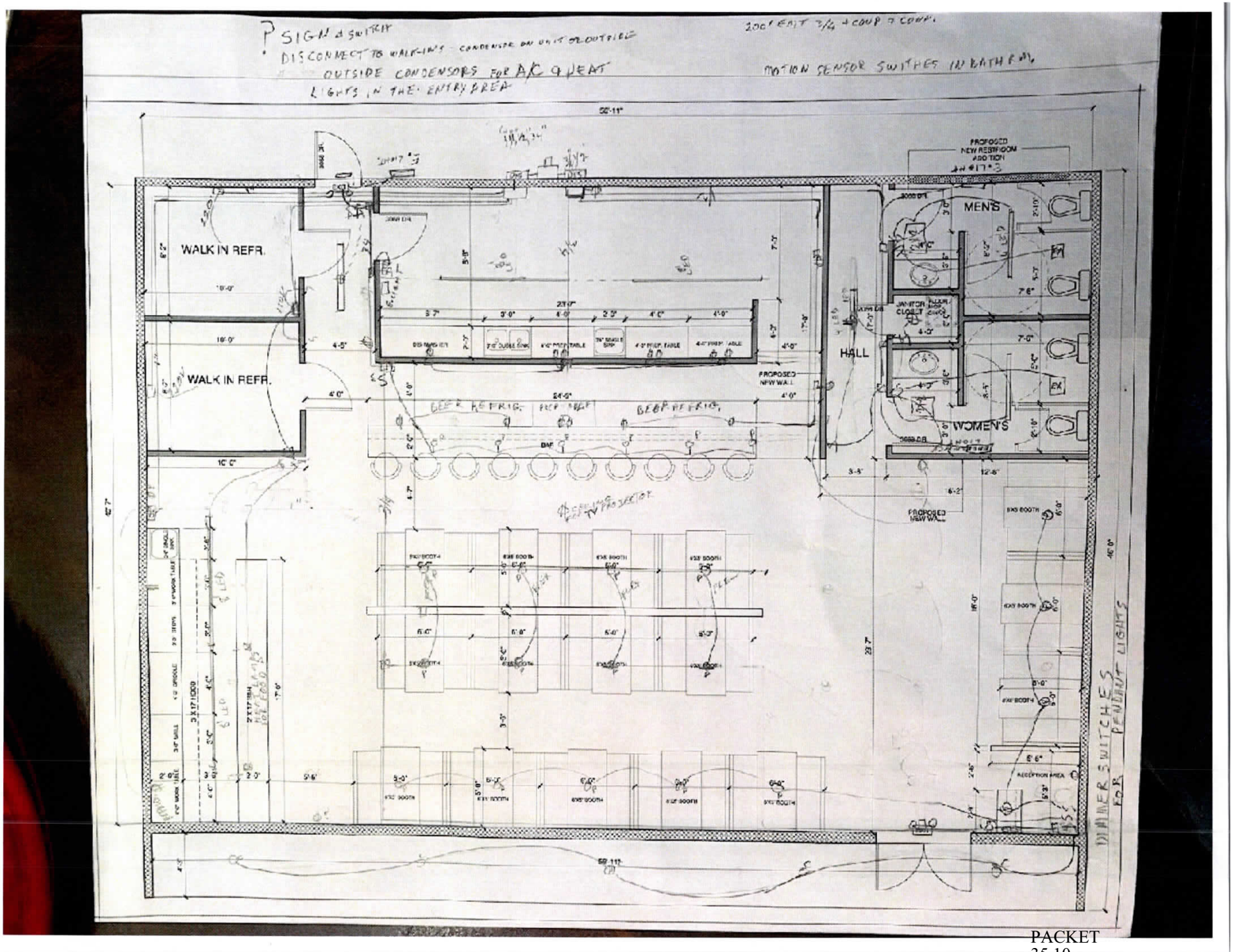
_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"


P SIGN & SWITCH
DISCONNECT TO WALK-INS - CONDENSER ON UNIT OF OUTSIDE
OUTSIDE CONDENSORS FOR A/C & HEAT
LIGHTS IN THE ENTRY AREA
200 CAT 5/6 + COMP + COMP.
MOTION SENSOR SWITHES IN BATHROOMS
PROPOSED NEW RESTROOM ADDITION
WALK IN REFR.
WALK IN REFR.
MEN'S
WOMEN'S
HALL
JANITOR CLOSET
PROPOSED NEW WALL
BEER REFRIG.
BEER REFRIG.
BAR
DIMMER SWITCHES FOR PENDANT LIGHTS


P SIGN & SWITCH
DISCONNECT TO WALK-INS - CONDENSER ON UNIT OF OUTSIDE
OUTSIDE CONDENSORS FOR A/C & HEAT
LIGHTS IN THE ENTRY AREA
200' EMT 3/4 + COND + CONN.
MOTION SENSOR SWITHES IN BATHRM.
WALK IN REFR.
WALK IN REFR.
MEN'S
WOMEN'S
HALL
JANITOR CLOSET
PROPOSED NEW RESTROOM ADDITION
PROPOSED NEW WALL
BEER REFRIG.
BEER REFRIG.
BAR
DIMMER SWITCHES FOR PENDANT LIGHTS

MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: SUD-21-0102

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Eudoro Turon Castillo		Phone (915) 5402656 Email anacorella12@gmail.com	
Address 900 S big Spring	City Midland	State Texas	Zip 79701

Property Owner Printed Name: George ~~Jorge~~ Sosa		Phone (432) 5287158 Email	
Address 1206 Storey Av	City Midland	State Texas	Zip 79701

Representative *(if different from Applicant or Property Owner)* Firm: Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 900 S. Big Spring

Business Name: King Shark Midland

Legal Description
Lot: 00182 Block: 182 Subdivision: Southern Addition

Current Zoning: RR, Regional Retail

Reason for Request: Restaurant

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Restaurant

Proposed/Current Days and Hours of Operation: Monday - Sunday 10 am to 2 am

Proposed Days and Hours of Alcohol Service: Monday - Saturday 10 am - 2 am Sunday 12 pm - 2 am

Total Square Footage of Business: 2000 "²

Square Footage of Alcohol Serviceable Area: 1020 "²

Restroom Fixtures:				
	Men	**Toilets/Urinals:** 1 1 2	**Bathroom Sinks:** 1
	Women	**Toilets:** 2	**Bathroom Sinks:** 1

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature):	Date: 5-19-21
Applicant (printed): Eudoro Turon	
Property Owner (signature): George O. Sosa	Date: 5/19/21
Property Owner (printed): George O. SOSA	

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 Eudoro Turon who, being by me duly sworn, upon oath says: That (s)he is authorized by George Sosa, 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 19th day of May, 20 21, to certify which witness my hand and seal of office.

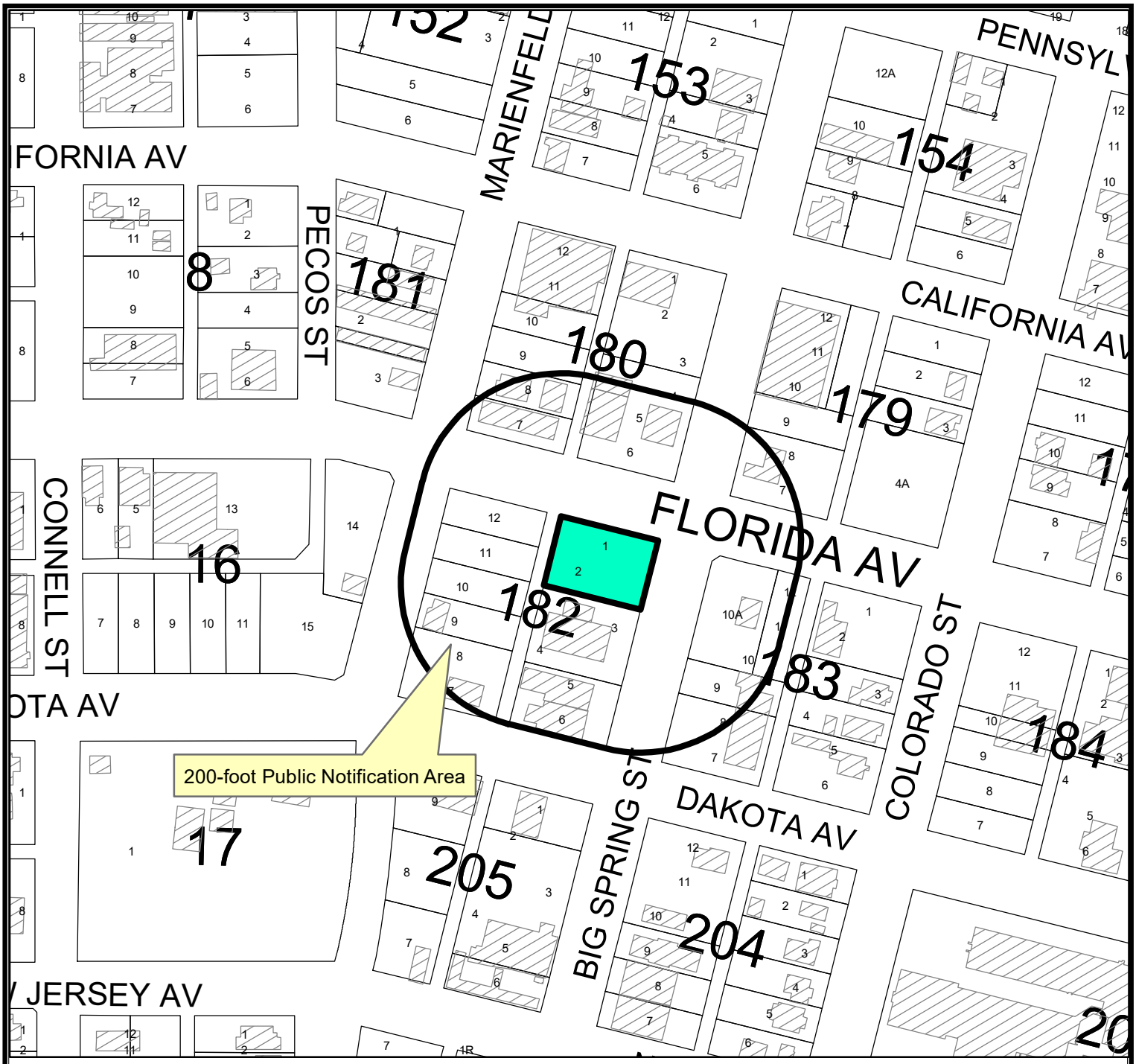
DALIA SALINAS
My Notary ID # 128541568
Expires March 9, 2023

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

Application will not be considered for scheduling until reviewed by Planner

FOR OFFICE USE ONLY	
☒ Property Owner Authorization	☒ Dimensioned Floor Plan
☒ Application Fee	☐ Site Plan
Check # 1105	☒ Plans in Digital Format (PDF/JPEG)
Received By: KM	Date: 5/19/21

Application will not be considered for scheduling until reviewed by a planner.



LOCATION MAP

SUD-21-0102 **Scale: 1" = 200'**

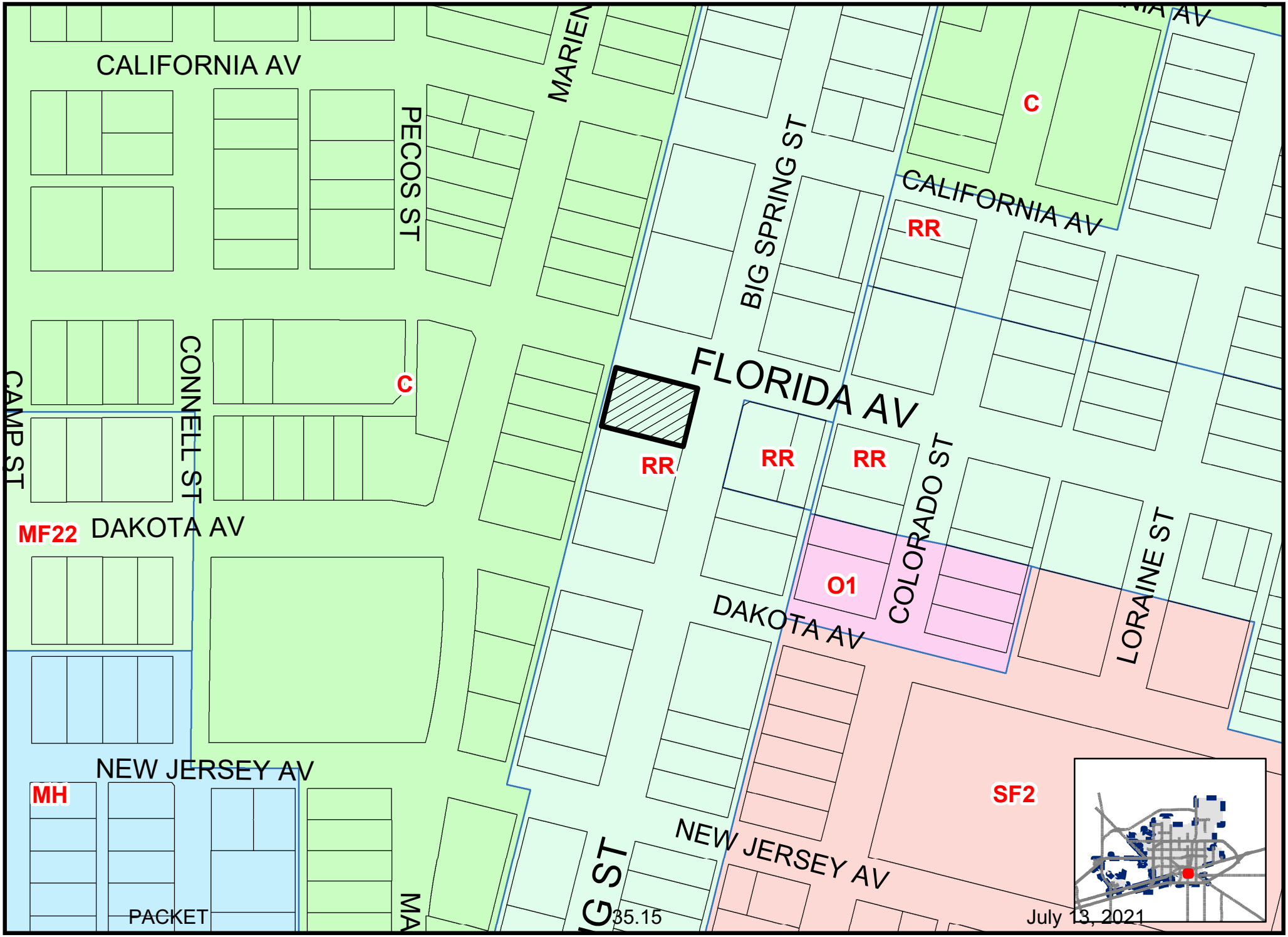
Consider a request by Eudoro Turon Castillo, for a Specific Use Designation with Term for the sale of all alcoholic beverages for on-premises consumption, in a restaurant, on Lots 1 and 2, Block 182, Southern Addition, City and County of Midland, Texas.

Generally located on the southwest corner of the intersection of S. Big Spring Street and W. Florida Avenue. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS





Map By KM, 5/06/2021

SUD-21-0102

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.


CEFCO
CEFCO
CEFCO
2.89
UNLEADED
2.88
DIESEL
ACE CASH EXPRESS
AIR


The Car Store
Quality pre-owned vehicles
Service Department
432-704-4329
Regular Maintenance
432-687-960
The Car Store


SCHOOL
SPEED
LIMIT
20
OR WHEN
FLASHING
CELL PHONE
USE
PROHIBITED



City Council Meeting

Item Number: 36

Meeting Date: July 13, 2021

To: City Council / City Manager

From: Kelly Martinez, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 3,600-SQUARE FOOT PORTION OF LOTS 9 AND 10, BLOCK 20, BELMONT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF RANKIN HIGHWAY, APPROXIMATELY 182 FEET SOUTH OF WEST TAYLOR AVENUE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Jennifer Chacon, is requesting a Specific Use Designation with Term (SUD) for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant located on Lots 9 and 10, Block 20, Belmont 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:

RR, Regional Retail District

Surrounding Zoning and Land Use:

The properties to the north, south, and west are zoned RR, Regional Retail District and are the locations of a parking lot, Bill Williams Tire Center, and El Mitote Sport Lounge. The properties to the east are zoned MH, Manufactured Housing District, and are the locations of mobile homes.

Discussion:

Jennifer Chacon is requesting a Specific Use Designation for the property located on Lots 9 and 10, Block 20, Belmont Addition, City and County of Midland, TX, 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.

The restaurant is currently not in operation and does not have a specific use designation for the sale of all alcoholic beverages. The floor plan attached hereto as “Exhibit A” illustrates that the establishment will have a total square footage of 3,600 square feet, with an alcohol serviceable area of 2,025 square feet.

The proposed hours of operation of the restaurant are the following:

Monday through Sunday from 7:00 a.m. to 11:00 p.m.

The applicant is requesting alcohol service hours as the following:

Monday through Sunday from 10:00 a.m. to 11:00 p.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public school, public school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No objections.

Engineering: (Approved)

No objections.

Transportation: (Approved)

No objection to zone change

Building Code: (Approved)

The SUD for El Mariachi is acceptable. The property must adhere to the current maximum occupant load of 135. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning:

The request is in compliance with the *Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4,* "Encourage the development of places where Midland residents can gather and socialize to build connections." (Tall City Tomorrow page 137) El Mariachi Mexican Restaurant is an establishment that promotes an environment where Midland residents can gather and socialize.

This request was approved at the June 7, 2021 Planning and Zoning Commission Meeting.

This request meets all requirements; therefore, staff recommends approval of the request for a Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to Condition A through G.

A. **That the serviceable area of the restaurant shall be limited to approximately 2,025 square feet as shown in Exhibits "A", which is attached hereto and incorporated herein for all purposes.**

B. **That the days and hours of alcoholic beverages sales and consumption shall be limited to:**

Monday through Sunday 10:00 a.m. to 11:00 p.m.

C. **That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.**

D. **That the establishment shall meet all requirements of the Fire Department and Code Administration.**

E. **That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.**

F. **That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on premises consumption to ensure that the conditions of this permit are satisfied.**

G. **That in accordance with Section 9.07.E.3 of the zoning ordinance, the restaurant shall be in operation within 120 days from the final adoption date of this ordinance.**

Letters of Objection:

As of July 7, 2021, staff has not received any letters of objections.

Attachments:

Floor Plan (Exhibit A)
Application
Maps

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 3,600-SQUARE FOOT PORTION OF LOTS 9 AND 10, BLOCK 20, BELMONT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF RANKIN HIGHWAY, APPROXIMATELY 182 FEET SOUTH OF WEST TAYLOR AVENUE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for a 3,600-square foot portion of Lots 9 and 10, Block 20, Belmont Addition, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a restaurant (the "Establishment") for on-premises consumption, together with the uses permitted in the present RR, Regional Retail District.

SECTION TWO. That the Property shall be subject to the following conditions and

restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 2,025 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Sunday from 10:00 a.m. to 11:00 p.m.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the 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 Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland,

Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

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

Council members voting "AYE":

Council members voting "NAY":

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

Council members voting "AYE":

Council members voting "NAY":

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

_____
Patrick N. Payton, Mayor

ATTEST:

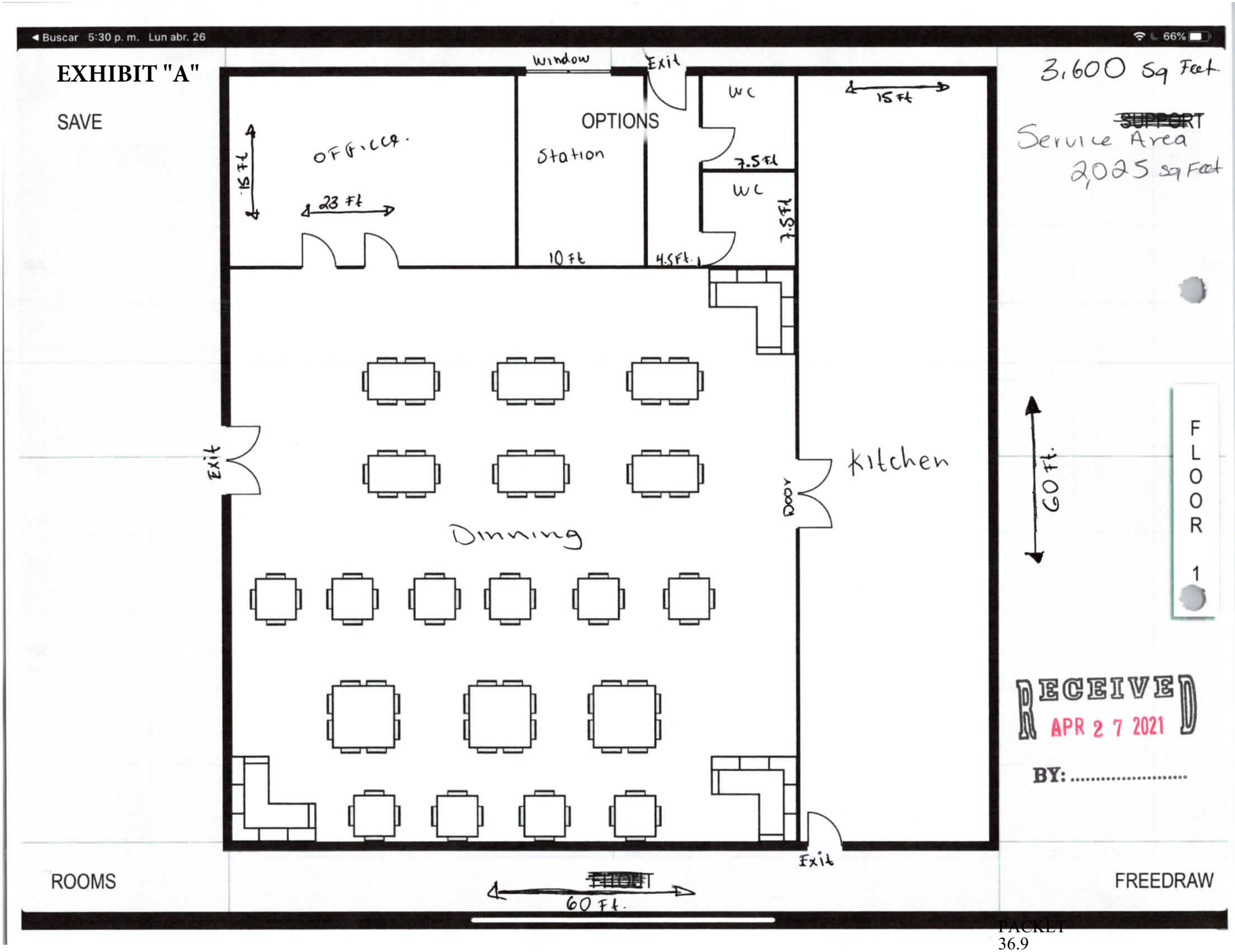
_____
Amy M. Turner, City Secretary

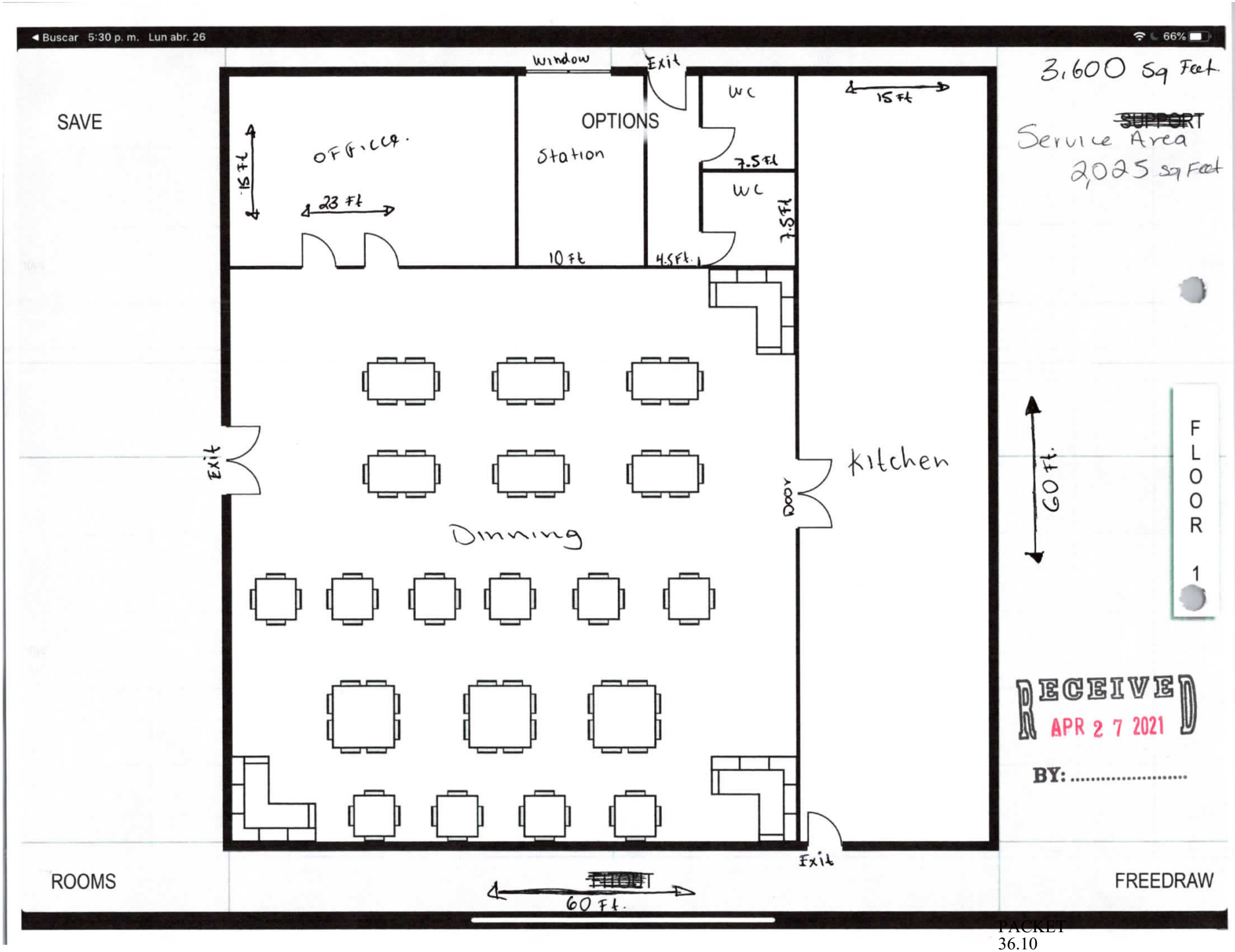
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney


Buscar 5:30 p. m. Lun abr. 26
66%
EXHIBIT "A"
SAVE
Window
Exit
OFFICE
15 Ft
23 Ft
OPTIONS
Station
10 Ft
4.5Ft.
WC
7.5Ft
WC
7.5Ft
15 Ft
3,600 Sq Feet
~~SUPPORT~~
Service Area
2,025 sq Feet
Exit
Dinning
Door
Kitchen
60 Ft.
FLOOR 1
RECEIVED
APR 2 7 2021
BY: .....
Exit
~~FLOOR~~
60 Ft.
ROOMS
FREEDRAW


Buscar 5:30 p. m. Lun abr. 26
66%
SAVE
Window
Exit
OPTIONS
Station
OFFICE
15 Ft
23 Ft
10 Ft
4.5Ft.
WC
7.5Ft
WC
7.5Ft
15 Ft
3,600 Sq Feet
SUPPORT
Service Area
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Exit
Dinning
Kitchen
Door
60 Ft.
FLOOR 1
RECEIVED
APR 2 7 2021
BY: .....
Exit
ROOMS
FLOOR
60 Ft.
FREEDRAW

MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: SUD-21-0101

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)*		Phone (432) 661-0260 Email Jennichacon28@gmail.com	
Printed Name: Jennifer A. Chacon			
Address 2319 Sage Brush Rd	City Midland	State Tx	Zip 79705

Property Owner		Phone (432) 559-5096 Email	
Printed Name: Bertha Ramirez			
Address 1407 West CO Rd 130	City Midland	State Tx	Zip 79706

Representative *(if different from Applicant or Property Owner)*		Phone ( ) Email	
Firm: _____ Printed Name:			
Address	City	State	Zip

Street Address: 1503 Rankin Hwy

Business Name: El Mariachi Mexican Restaurant.

Legal Description
Lot: 10 Block: 20 Subdivision:

Current Zoning: RR

Reason for Request: _____

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Restaurant

Proposed/Current Days and Hours of Operation: 7:00 am to 11 p.m

Proposed Days and Hours of Alcohol Service: Monday to Sunday 10 a.m to 11 p.m

Total Square Footage of Business: 3,600

Square Footage of Alcohol Serviceable Area: ~~3,600~~ 2,025 sq Feet

Restroom Fixtures:			
Men	**Toilets/Urinals:** 1 / 0	**Bathroom Sinks:** 1
Women	**Toilets:** 1	**Bathroom Sinks:** 1

RECEIVED
APR 27 2021
BY: ..... PC

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): Jennifer A. Chacon.	Date: 4-26-2021
Applicant (printed): ~~Bertha Ramirez~~ Jennifer A. Chacon	
Property Owner (signature): Bertha Ramirez	Date: 4-26-2021
Property Owner (printed) : Bertha Ramirez	

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 Jennifer A. Chacon who, being by me duly sworn, upon oath says: That (s)he is authorized by Bertha Ramirez, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Jennifer A. Chacon.
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 4 day of May, 2021, to certify which witness my hand and seal of office.

MIRNA A. GRANADOS
Notary Public, State of Texas
Comm. Expires 04-07-2024
Notary ID 130610784

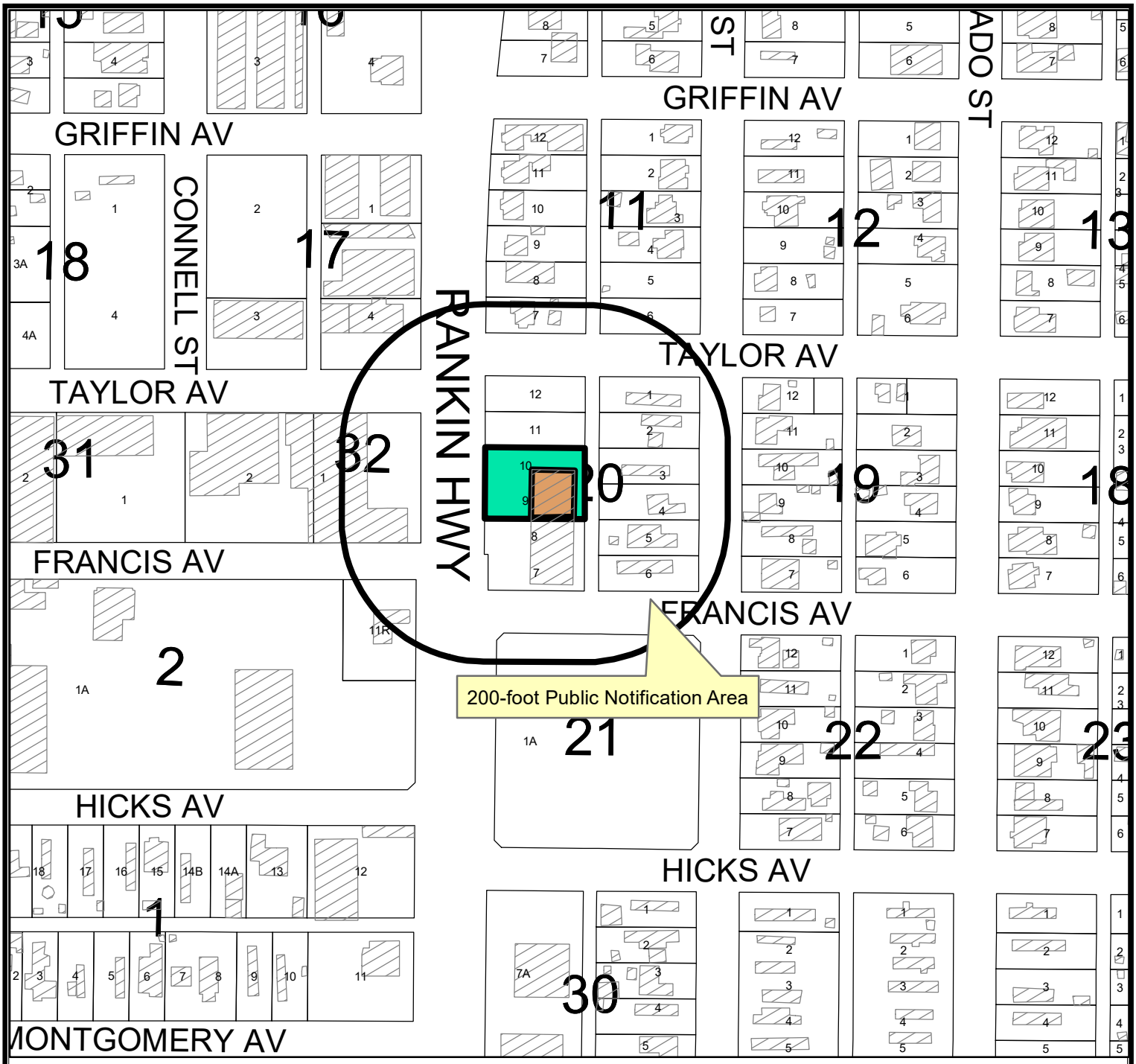
Mirna Granados
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY	
☒ Property Owner Authorization	☒ Dimensioned Floor Plan
☒ Application Fee	☐ Site Plan
Check #_____	☐ Plans in Digital Format (PDF/JPEG)
Received By:_____	Date:_____

RECEIVED
APR 27 2021
BY: .....

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

SUD-21-0101 **Scale: 1" = 200'**

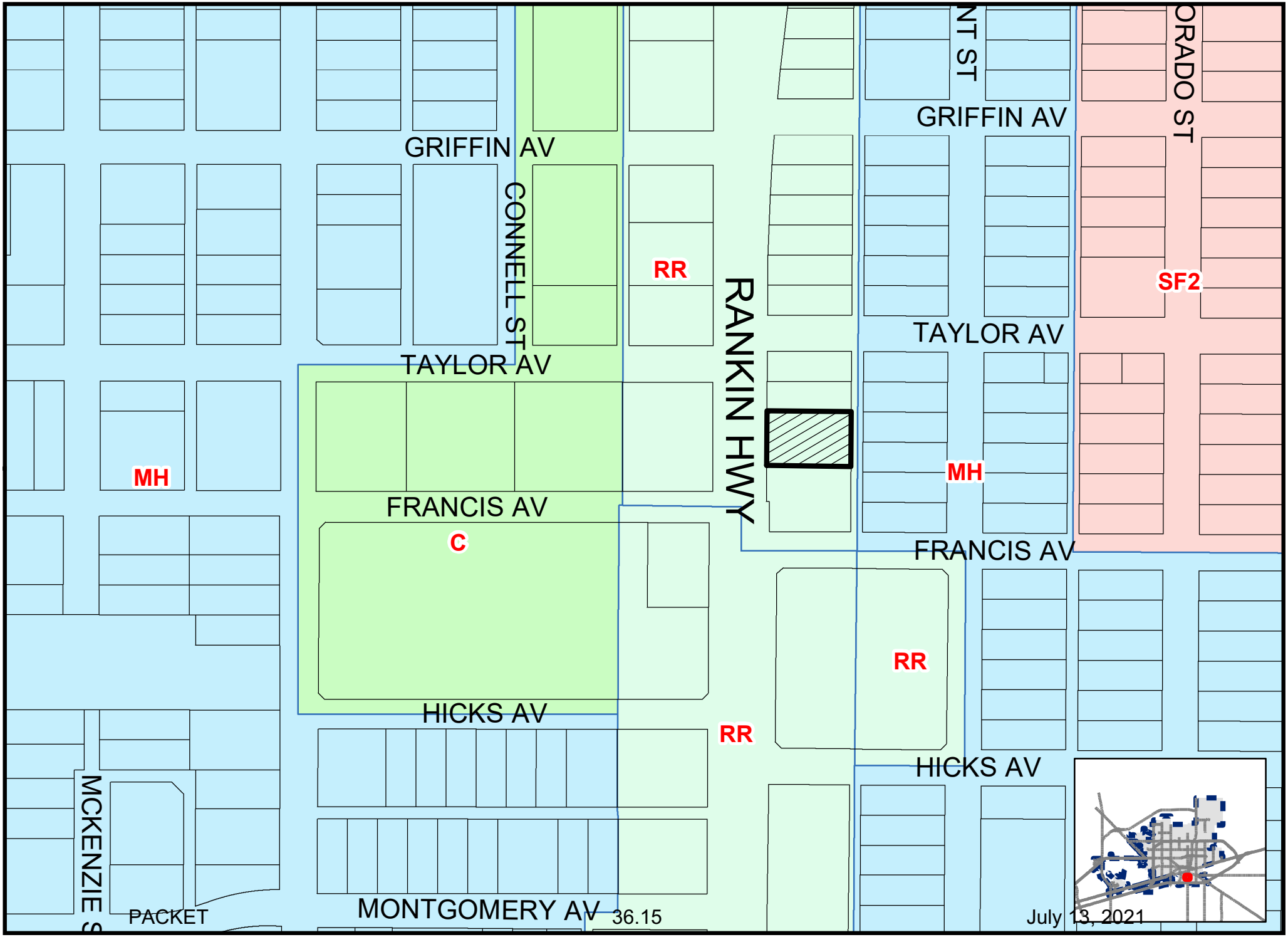
Consider a request by Jennifer Chacon, for a Specific Use Designation with Term for the sale of all alcoholic beverages for on-premises consumption, in a restaurant, on a 3,600 square foot portion of Lots 9 and 10, Block 20, Belmont Addition, City and County of Midland, Texas.
Generally located on the east side of Rankin Highway, approximately 182 feet south of W. Taylor Avenue. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



July 13, 2021



Map By KM, 05/18//2021

SUD-21-0101

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.


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JAVI'S
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casa menudo...
DONDE NUNCA SE ACABA EL MENUDO
1503
Javi's
cocina




BILL WILLIAMS TIRE CENTER

City Council Meeting

Item Number: 37

Meeting Date: July 13, 2021

To: City Council / City Manager

From: Cristina Odenborg Burns, Planning Division Manager

Subject: AN ORDINANCE CHANGING THE NAMES OF (1) THE PORTION OF YUCCA LANE LOCATED ADJACENT TO LOT 15, BLOCK 36, AND LOT 1, BLOCK 53, LONE STAR TRAILS II, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF RANCH AVENUE, APPROXIMATELY 289 FEET EAST OF RIO PLACE) AND (2) THE PORTION OF PIONEER ROAD LOCATED ADJACENT TO LOT 68, BLOCK 36, AND LOT 4, BLOCK 53, LONE STAR TRAILS II, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF RANCH AVENUE, APPROXIMATELY 580 FEET EAST OF RIO PLACE) TO "PIONEER CIRCLE"; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND DIRECTING THE CITY SECRETARY TO SEND THE MIDLAND EMERGENCY COMMUNICATIONS DISTRICT A CERTIFIED COPY OF THIS ORDINANCE (DISTRICT 1) (DEVELOPMENT SERVICES)

Purpose:

Consider an ordinance changing the name of the portion of Yucca Lane located adjacent to Lot 15, Block 36, and Lot 1, Block 53; and the portion of Pioneer Road located adjacent to Lot 4, Block 53, and Lot 68, Block 36; all out of Lone Star Trails II, Section 4, to Pioneer Circle to be consistent with the continuous Pioneer Circle located in Lone Star Trails II, Section 7.

Recommended City Council Action:

Approve

Fiscal Impact:

The cost to change street name signs is negligible.

Discussion:

Yucca Lane and the portion of Pioneer Road in consideration were platted with Lone Star Trails II, Section 4. However, when the street continuous to both portions was platted in Lone Star Trails II, Section 7, it was platted as Pioneer Circle. This street name change would make the name consistent throughout and prevent any confusion. Additionally, there are no properties addressed off either of these segments.

For the reasons stated above, staff recommends approval of this street name change.

Attachments:

Location Map
Lone Star Trails II, Section 4
Lone Star Trails II, Section 7

Morris Williams Jr.

City Manager's Office

ORDINANCE NO._____

AN ORDINANCE CHANGING THE NAMES OF (1) THE PORTION OF YUCCA LANE LOCATED ADJACENT TO LOT 15, BLOCK 36, AND LOT 1, BLOCK 53, LONE STAR TRAILS II, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF RANCH AVENUE, APPROXIMATELY 289 FEET EAST OF RIO PLACE) AND (2) THE PORTION OF PIONEER ROAD LOCATED ADJACENT TO LOT 68, BLOCK 36, AND LOT 4, BLOCK 53, LONE STAR TRAILS II, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF RANCH AVENUE, APPROXIMATELY 580 FEET EAST OF RIO PLACE) TO "PIONEER CIRCLE"; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND DIRECTING THE CITY SECRETARY TO SEND THE MIDLAND EMERGENCY COMMUNICATIONS DISTRICT A CERTIFIED COPY OF THIS ORDINANCE

WHEREAS, the City Council finds it to be in the public interest to rename certain public streets located in the City of Midland, Texas;

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

SECTION ONE. That the following name changes are hereby approved and adopted for the following public streets:

A. That the portion of Yucca Lane located adjacent to Lot 15, Block 36, and Lot 1, Block 53, Lone Star Trails II, Section 4, City and County of Midland, Texas, is hereby renamed "Pioneer Circle".

B. That the portion of Pioneer Road located adjacent to Lot 68, Block 36, and Lot 4, Block 53, Lone Star Trails II, Section 4, City and County of Midland, Texas, is hereby renamed "Pioneer Circle".

SECTION TWO. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed.

SECTION THREE. If any section, subsection, sentence, clause or phrase of this

ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FOUR. The City Secretary is hereby authorized and directed to send a certified copy of this ordinance to the Midland Emergency Communications District.

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

Council members voting "AYE":

Council members voting "NAY":

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

Council members voting "AYE":

Council members voting "NAY":

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

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Jose Ortiz, Engineering Services Director

_____
Michael Pacelli, City Traffic Engineer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

From:	Ronnie Wallace
To:	Cristina Burns
Cc:	Chris Berry; Aaron Burrell
Subject:	City Ordinance to Change Street Names in LST II-4 (To Pioneer Circle)
Date:	Monday, June 28, 2021 2:27:13 PM
Attachments:	image001.png image808623.png

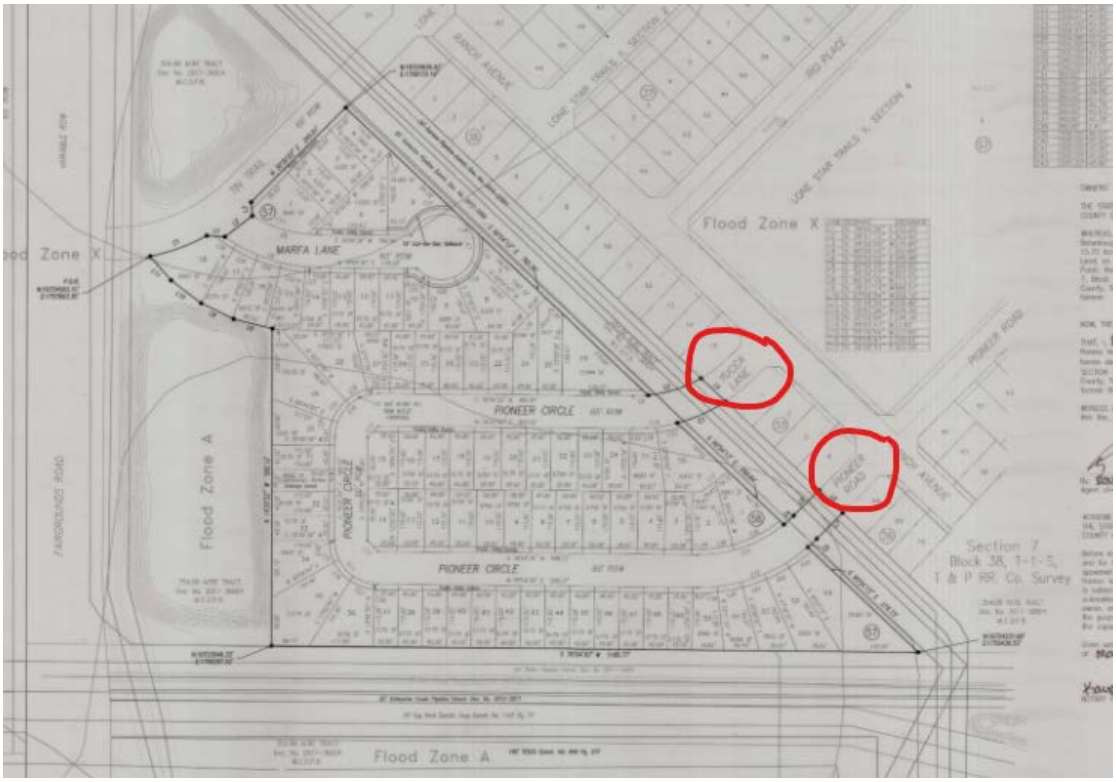
Hi Cristina,

Per our conversation last week, you wanted me to send you an email regarding the street name changes in LST II, Section 4.

As we agreed on, please set up an ordinance request for these street name changes. In LST II-4, Yucca Lane & Pioneer Road will be changed to Pioneer Circle, which will then match Pioneer Circle in LST II-7.

Also, please let us know what the City Council dates (1st & 2nd Readings) will be for this Ordinance.

Thank you!

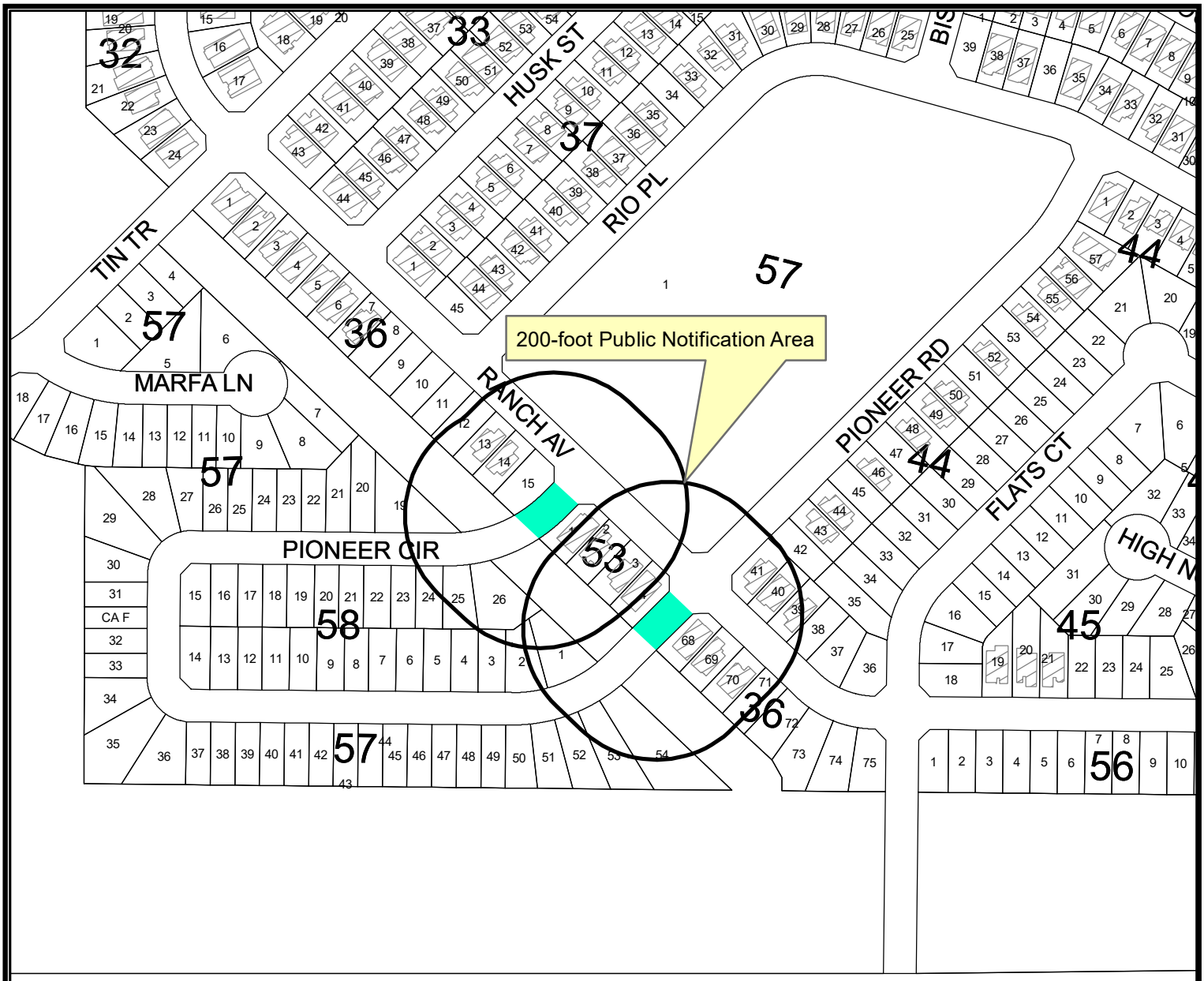


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RONNIE WALLACE
Land Planner

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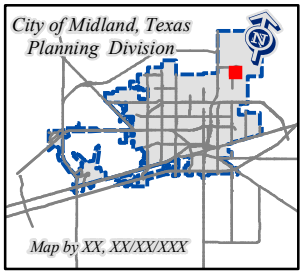
LOCATION MAP

Scale: 1" = 200'

Consider an ordinance changing the name of the portion of Yucca Lane located adjacent to Lot 15, Block 36, and Lot 1, Block 53; and the portion of Pioneer Road located adjacent to Lot 4, Block 53, and Lot 68, Block 36; all out of Lone Star Trails II, Section 4, City and County of Midland, Texas to Pioneer Circle. (Generally located on the south side of Ranch Avenue, approximately 289 and 580 feet east of Rio Place. Council District 1)

LEGEND

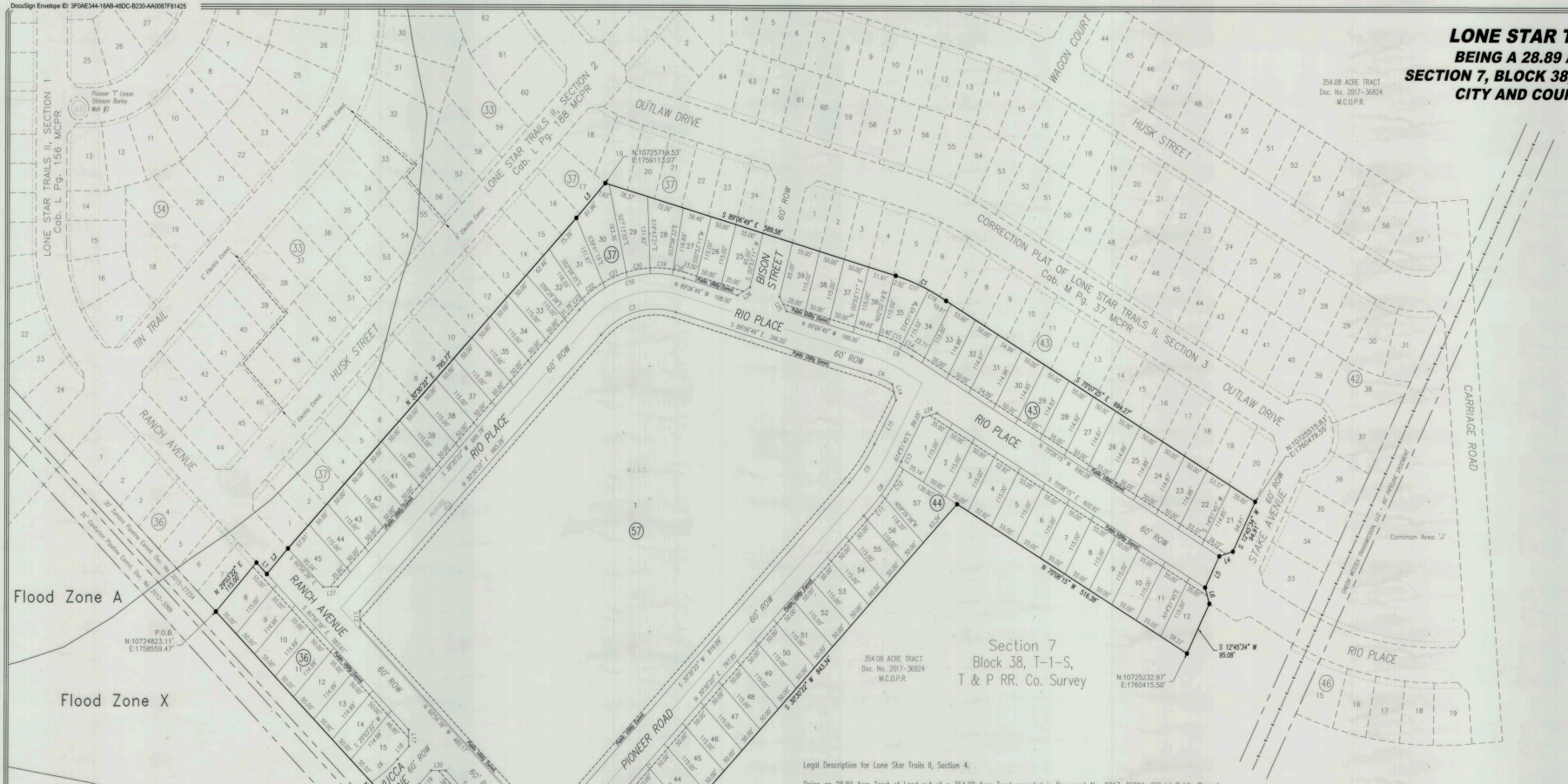
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



DocuSign Envelope ID: 3F0AE344-18AB-48DC-B230-AA0087F81425

LONE STAR TRAILS II, SECTION 4

BEING A 28.89 ACRE TRACT OF LAND IN SECTION 7, BLOCK 38, T-1-S, T. & P. RR. CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS



LINE	BEARING	DISTANCE
L1	S 60°56'38" E	28.24'
L2	N 29°03'22" E	60.00'
L3	N 29°11'12" E	81.96'
L4	S 58°48'40" W	27.76'
L5	S 12°45'34" W	60.04'
L6	S 31°11'20" E	28.80'
L7	S 75°08'15" E	160.04'
L8	N 58°48'40" E	27.76'
L9	S 75°08'15" E	61.87'
L10	S 12°45'34" W	27.92'
L11	S 60°56'38" E	39.96'
L12	S 60°56'38" E	4.31'
L13	N 19°13'08" W	27.92'
L14	S 30°29'03" E	28.11'
L15	S 14°51'45" W	86.05'
L16	S 74°46'52" W	28.64'
L17	S 15°13'08" E	27.92'
L18	S 30°30'22" W	51.55'
L19	N 30°30'22" E	133.07'
L20	N 74°46'52" E	28.64'
L21	S 19°13'08" E	27.92'
L22	N 74°46'52" E	28.64'
L23	N 15°13'08" W	27.92'
L24	N 59°51'45" E	28.28'
L25	N 44°06'49" E	28.28'
L26	S 45°53'11" W	28.28'
L27	S 74°46'52" W	28.64'

CURVE	ARC	LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	107.56'		396.33'	15°32'58"	S 81°14'20" E	107.23'
C2	34.51'		642.81'	3°04'35"	S 76°40'30" E	34.51'
C3	158.08'		300.00'	60°27'49"	N 60°41'46" E	150.86'
C4	44.45'		225.00'	11°19'06"	S 83°27'14" E	44.37'
C5	81.91'		300.00'	15°38'37"	S 22°41'04" W	81.66'
C6	64.43'		245.00'	15°04'02"	S 38°02'27" W	64.24'
C7	62.56'		305.00'	11°45'05"	N 36°22'55" E	62.45'
C8	117.94'		378.00'	17°52'35"	N 23°59'14" E	117.46'
C9	69.52'		265.00'	15°01'58"	N 82°07'32" W	69.32'
C10	221.31'		210.00'	60°22.49"	S 60°41'46" W	211.21'
C11	50.05'		378.00'	7°35'11"	N 29°07'56" E	50.01'
C12	58.94'		378.00'	8°56'00"	N 20°52'20" W	58.88'
C13	8.95'		378.00'	1°21'24"	N 15°43'39" E	8.95'
C14	27.33'		285.00'	5°29'42"	N 77°53'08" W	27.32'
C15	42.19'		285.00'	8°28'50"	N 84°52'23" W	42.15'
C16	39.12'		396.33'	5°39'17"	N 76°17'30" W	39.10'
C17	68.45'		396.33'	9°53'41"	N 84°03'59" W	68.36'
C18	23.14'		210.00'	6°18'52"	S 87°43'45" W	23.13'
C19	43.40'		210.00'	11°50'25"	S 78°39'07" W	43.32'
C20	45.30'		210.00'	12°21'50"	S 66°31'08" W	45.21'
C21	47.21'		210.00'	12°52'46"	S 53°56'00" W	47.11'
C22	46.48'		210.00'	12°40'56"	S 41°09'09" W	46.39'
C23	15.78'		210.00'	4°18'19"	N 32°39'31" E	15.78'

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.

OWNER:
BETENBOUGH HOMES INC.
6301 HOLIDAY HILL ROAD
LUBBOCK, TEXAS 79424
806-797-9494

OWNER:
MIDLAND INDEPENDENT SCHOOL DISTRICT
615 W MISSOURI AVENUE
MIDLAND, TEXAS 79701
432-240-1000

Professional Land Surveying & Mapping
Aaron Burrell Land Surveyors, LLC
415 W. Wall St., Suite 204
Midland, Texas 79701
432-848-4439
P.O. Box 81041
Midland, Texas 79708
TBPLS Firm No. 10194217
Page 1 of 1 LSTII-4 plat

UTILITY COMPANY'S CERTIFICATE

THIS PLAT HAS BEEN CHECKED FOR ACCESSIBILITY OF UTILITIES.

SIGNED: DocuSigned by: Mark Lieb — Mark Lieb — PRINT NAME
SIGNED: DocuSigned by: Pablo Villa-Martinez — Pablo Villa-Martinez — PRINT NAME
SIGNED: DocuSigned by: Jerry Underwood — Jerry Underwood — PRINT NAME
SIGNED: DocuSigned by: Luis Montez — Luis Montez — PRINT NAME
SIGNED: DocuSigned by: Bill Bentley — Bill Bentley — PRINT NAME

CERTIFICATE OF APPROVAL

This is to certify that the above and foregoing plat of "LONE STAR TRAILS II, SECTION 4" was approved by proper action of the City Planning and Zoning Commission of the City of Midland, on this 3rd day of August, 2020.

SIGNED: Joshua K Sparks
PRINT: Joshua Sparks
Chairman

ATTEST: Christina O Burns
PRINT: Christina O Burns
Secretary

FLOOD NOTE: Special Flood Hazard Areas as graphically scaled from FEMA Map No. 48329C0100F, Dated September 16, 2005, Prepared for Midland County, Texas are shown hereon.

16 July 2020
DATE

PLANNING NOTE:

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.

Legal Description for Lone Star Trails II, Section 4.

Being an 28.89 Acre Tract of Land out of a 354.08 Acre Tract recorded in Document No. 2017-36824, Official Public Records, located in Section 7, Block 38, T-1-S, T&P RR Co Survey, City of Midland, Midland County, Texas.

Boundary more fully described by metes and bounds as follows:

Beginning at (N:10724823.11', E:1758559.47') a ½"iron rod found at the southeast corner of Lone Star Trails II, Section 2, being the southwest corner of this tract, whence a ½"iron rod found at the southwest corner of said Section 7 bears South 25°07'37" West, a distance of 1463.96 feet;

Thence with the east line of said Lone Star Trails II, Section 2 the following five (5) courses and distances:
1. North 29°03'22" East, a distance of 115.00 feet to a ½"iron rod found for a point of deflection in the west line of this tract;
2. South 60°56'38" East, a distance of 28.24 feet to a ½"iron rod found for a point of deflection in the west line of this tract;
3. North 29°03'22" East, a distance of 60.00 feet to a ½"iron rod found for a point of deflection in the west line of this tract;
4. North 30°30'22" East, a distance of 795.77 feet to a ½"iron rod found for a point of deflection in the west line of this tract;
5. North 29°11'12" East, a distance of 81.96 feet to a ½"iron rod found at the northeast corner of said Lone Star Trails II, Section 2 and the southwest corner of Lone Star Trails II, Section 3 for the northwest corner of this tract;

Thence with the south line of said Lone Star Trails II, Section 3 the following seven (7) courses and distances:
1. South 89°06'49" East, a distance of 589.58 feet to a ½"iron rod found for a point of curvature in the north line of this tract;
2. With a curve to the right in a southeasterly direction, said curve having an arc length of 107.56 feet, a radius of 396.33 feet, a delta angle of 15°32'58" and a chord length of 107.23 feet bearing South 81°14'20" East to a ½"iron rod found for a point of tangency in the north line of this tract;
3. South 75°07'25" East, a distance of 694.27 feet to a ½"iron rod found for the northeast corner of this tract;
4. South 12°45'34" West, a distance of 94.91 feet to a ½"iron rod found for a point of deflection in the east line of this tract;
5. South 58°48'40" West, a distance of 27.76 feet to a ½"iron rod found for a point of deflection in the east line of this tract;
6. South 12°45'34" West, a distance of 60.04 feet to a ½"iron rod found for a point of deflection in the east line of this tract;
7. South 31°11'20" East, a distance of 28.80 feet to a ½"iron rod found for a point of deflection in the east line of this tract;

Thence through said Section 7 the following eight (8) courses and distances:
1. South 12°45'34" West, a distance of 95.08 feet to a ½"iron rod found for a point of deflection in the east line of this tract;
2. North 75°08'15" West, a distance of 516.38 feet to a ½"iron rod found for a point of deflection in the east line of this tract;
3. South 30°30'22" West, a distance of 843.34 feet to a ½"iron rod found for a point of deflection in the east line of this tract;
4. South 60°56'38" East, a distance of 39.96 feet to a ½"iron rod found for a point of deflection in the east line of this tract;
5. South 29°03'22" West, a distance of 175.00 feet to a ½"iron rod found for a point of deflection in the east line of this tract;
6. South 60°56'38" East, a distance of 4.31 feet to a ½"iron rod found for a point of deflection in the east line of this tract;
7. South 29°03'20" West, a distance of 114.99 feet to a ½"iron rod found for the southeast corner of this tract;
8. North 60°56'40" West, a distance of 945.70 feet to the Point of Beginning.

Containing 28.89 surface acres of land.

Bearings, distances and coordinates are based on the Texas Coordinate System, NAD 83, Central Zone (CORS).

Bearings/distances/coordinates shown on this survey are relative to the Texas Coordinate System, North American Datum of 1983, Texas Central Zone (CORS).

Scale 1" = 100'

LEGEND
- Fd ½" Iron Rod
- Set ½" Iron Rod
- Utility Easement

THAT I, AARON S. BURRELL, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT 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 THE SUBDIVISION REGULATIONS OF THE CITY OF MIDLAND, TEXAS

STATE OF TEXAS REGISTERED AARON SCOTT BURRELL 5689 PROFESSIONAL LAND SURVEYOR

AARON SCOTT BURRELL TX RPLS 5689

OWNERS' CERTIFICATE:

THE STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS, I, Roy Sanders, Agent of Betenbough Homes Inc. as the recorded owner of a 16.42 Acre Tract of Land, out of a 354.00 Acre Tract of Land, as recorded in Instrument No. 2017-36824, Official Public Records, Midland County, Texas, located in Section 7, Block 38, T-1-S, T. & P. RR. Co. Survey, Midland County, Texas, and more particularly shown and described hereon:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, I, Roy Sanders Agent of Betenbough Homes Inc., do hereby adopt this plat designating the herein above described property as "LONE STAR TRAILS II, SECTION 4" an Addition to the City of Midland, Midland County, Texas, and do hereby dedicate to the public use forever the streets, alleys, and easements shown thereon.

WITNESS our hands at Midland, Texas, this the 3 day of Aug, 2020.

By: Roy Sanders
Agent of Betenbough Homes Inc.

ACKNOWLEDGMENT
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 Roy Sanders Agent of Betenbough Homes Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act as owner, and that he executed the same as the act for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 3 day of Aug 2020.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

ABRAM P. FUENTEZ
Notary Public, State of Texas
Notary ID# 132424047-0
My Commission Expires 05-22-2023

OWNERS' CERTIFICATE:

THE STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS, I, Orlando Riddick, Official of Midland Independent School District. as the recorded owner of a 12.47 Acre Tract of Land, as recorded in Document No. 2019-18829, Official Public Records, Midland County, Texas, located in Section 7, Block 38, T-1-S, T. & P. RR. Co. Survey, Midland County, Texas, and more particularly shown and described hereon:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, I, Orlando Riddick, Official of Midland Independent School District, do hereby adopt this plat designating the herein above described property as "LONE STAR TRAILS II, SECTION 4" an Addition to the City of Midland, Midland County, Texas, and do hereby dedicate to the public use forever the streets, alleys, and easements shown thereon.

WITNESS our hands at Midland, Texas, this the 3rd day of August, 2020.

By: Orlando Riddick
Official of Midland Independent School District

ACKNOWLEDGMENT
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 Orlando Riddick, Official of Midland Independent School District, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act as owner, and that he executed the same as the act for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 3rd day of August 2020.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

VERONICA S. RAMIREZ
Notary Public, State of Texas
Comm. Expires 08-13-2022
Notary ID 124300782

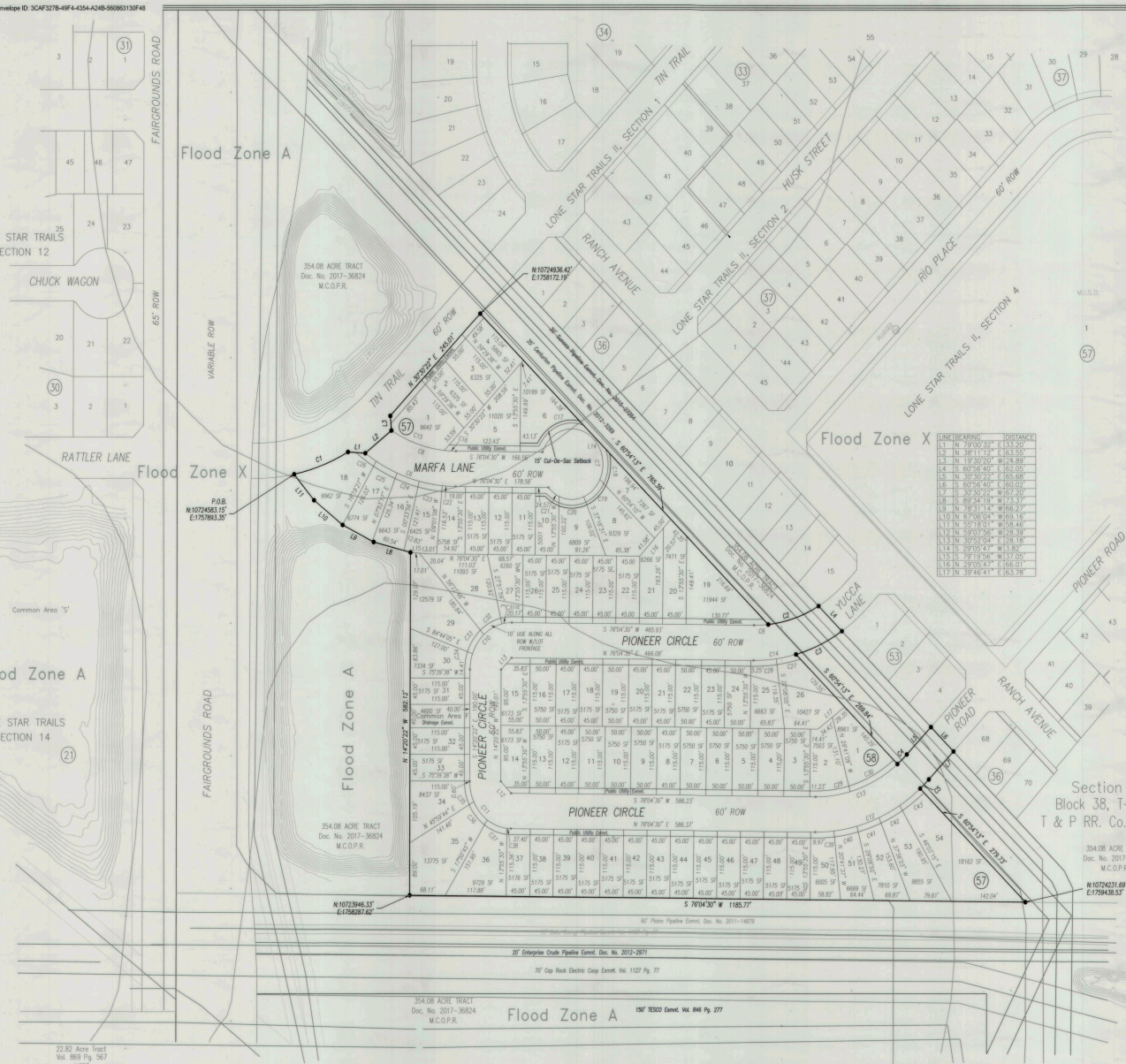
PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS
NO. 22219 CABINET M
DATE 8/14/20 PAGE 44

FINAL PLAT
LONE STAR TRAILS II, SECTION 4

DocuSign Envelope ID: 3CAF327B-49F4-4354-A24B-560863130F48

LONE STAR TRAILS II, SECTION 7

BEING A 15.70 ACRE TRACT OF LAND IN SECTION 7, BLOCK 38, T-1-S, T. & P. RR. CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	360.00'	110.71'	110.27'	N 55°30'47" E	17°37'11"
C2	245.00'	102.71'	101.96'	N 57°35'01" E	24°01'14"
C3	305.00'	97.32'	96.91'	S 51°13'50" W	18°16'58"
C4	245.00'	24.25'	24.24'	N 33°20'27" E	5°40'14"
C5	305.00'	22.74'	22.74'	S 32°36'31" W	4°16'21"
C6	305.00'	186.08'	183.19'	N 86°26'56" E	34°57'08"
C7	60.00'	312.78'	61.19'	N 29°14'58" W	298°40'55"
C8	245.00'	130.69'	129.15'	N 89°38'36" W	30°33'49"
C9	245.00'	27.72'	27.70'	S 72°20'05" W	6°29'54"
C10	80.00'	126.24'	113.55'	S 30°52'04" W	90°24'52"
C11	80.00'	129.09'	112.73'	S 59°07'56" E	89°35'08"
C12	305.00'	210.83'	215.11'	N 59°25'36" E	41°17'48"
C13	245.00'	170.61'	167.18'	S 56°07'32" W	39°53'56"
C14	305.00'	90.70'	87.44'	N 68°18'27" E	13°32'05"
C15	245.00'	108.07'	107.20'	S 85°09'52" E	25°16'33"
C16	245.00'	22.62'	22.62'	N 78°43'13" E	5°17'26"
C17	60.00'	124.81'	103.49'	N 65°00'05" E	119°11'00"
C18	60.00'	69.64'	65.80'	S 22°09'16" E	66°30'18"
C19	60.00'	43.56'	42.61'	S 31°53'41" W	41°35'36"
C20	60.00'	49.37'	47.99'	S 76°15'48" W	47°08'38"
C21	60.00'	25.40'	25.21'	N 68°02'11" W	24°15'23"
C22	305.02'	25.99'	25.98'	S 78°30'57" W	4°52'53"
C23	305.01'	45.00'	44.96'	S 85°11'01" W	8°27'13"
C24	305.00'	45.00'	44.96'	N 80°21'47" W	8°27'12"
C25	304.97'	45.04'	45.00'	N 77°54'21" W	8°27'41"
C26	304.88'	25.04'	25.03'	N 71°19'29" W	4°42'18"
C27	305.00'	39.00'	38.97'	S 64°12'12" W	7°19'35"
C28	305.00'	43.70'	43.66'	S 71°58'15" W	8°12'30"
C29	245.00'	67.39'	67.18'	N 68°11'41" E	15°45'39"
C30	245.00'	103.22'	102.45'	N 48°14'43" E	24°08'17"
C31	80.00'	19.41'	19.43'	S 69°06'16" W	13°54'26"
C32	80.00'	39.81'	39.40'	S 47°52'36" W	28°30'50"
C33	80.00'	39.59'	39.19'	S 19°26'33" W	28°21'17"
C34	80.00'	27.37'	27.24'	S 04°32'19" W	19°36'12"
C35	80.00'	35.79'	35.49'	N 27°09'15" W	25°37'46"
C36	80.00'	40.93'	40.48'	S 54°37'31" E	29°18'47"
C37	80.00'	40.76'	40.32'	S 83°52'41" E	29°11'52"
C38	80.00'	7.61'	7.61'	N 78°48'02" E	5°27'03"
C39	305.00'	36.03'	36.01'	N 72°41'26" E	6°46'07"
C40	305.00'	45.00'	44.96'	N 65°04'46" E	8°27'13"
C41	305.00'	45.00'	44.96'	N 56°37'34" E	8°27'13"
C42	305.00'	45.00'	44.96'	N 48°10'21" E	8°27'13"
C43	305.00'	48.80'	48.75'	N 39°21'43" E	9°10'03"

LINE	BEARING	DISTANCE
L1	N 79°00'32" E	33.20'
L2	N 38°11'12" E	63.55'
L3	N 19°30'20" W	24.89'
L4	S 60°56'40" E	62.05'
L5	N 30°30'22" E	65.68'
L6	S 60°56'40" E	60.02'
L7	S 30°30'22" W	67.20'
L8	S 89°34'19" W	73.37'
L9	N 78°31'14" W	66.27'
L10	N 67°06'04" W	69.16'
L11	N 55°18'01" W	58.46'
L12	N 59°07'56" W	28.39'
L13	N 30°52'04" E	28.18'
L14	S 29°00'42" W	1.82'
L15	S 79°19'56" W	37.05'
L16	N 29°05'47" E	66.01'
L17	N 39°46'41" E	63.78'

OWNERS' CERTIFICATE:

THE STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS, I, Roy Sanders, Agent of Betenbough Homes Inc. as the recorded owner of a 15.70 Acre Tract of Land, out of a 354.08 Acre Tract of Land, as recorded in Instrument No. 2017-36824, Official Public Records, Midland County, Texas, located in Section 7, Block 38, T-1-S, T. & P. RR. Co. Survey, Midland County, Texas, and more particularly shown and described hereon:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, I, Roy Sanders, Agent of Betenbough Homes Inc., do hereby adopt this plat designating the herein above described property as "LONE STAR TRAILS II, SECTION 7" an Addition to the City of Midland, Midland County, Texas, and do hereby dedicate to the public use forever the streets, alleys, and easements shown thereon.

WITNESS our hands at Midland, Texas, this the 10 day of May, 2021.

By: Roy Sanders
Agent of Betenbough Homes Inc.

ACKNOWLEDGMENT
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 Roy Sanders, Agent of Betenbough Homes Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act as owner, and that he executed the same as the act for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 10 day of May, 2021.

Kaylie Kirkpatrick
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

KAYLIE KIRKPATRICK
COMM. EXPIRES 6-21-2022
NOTARY ID 131614474

Legal Description for Lone Star Trails II, Section 7.

Being a 15.70 Acre Tract of Land out of a 354.08 Acre Tract recorded in Document No. 2017-36824, Official Public Records, located in Section 7, Block 38, T-1-S, T&P RR Co Survey, City of Midland, Midland County, Texas.

Boundary more fully described by metes and bounds as follows:

Beginning at (N:10724583.15, E:1757893.35') a ½" iron rod set in the south right of way line of Tin Trail for the northwest corner of this tract, whence a ½" iron rod found at the southwest corner of said Section 7 bears South 02°20'49" East, a distance of 1086.37 feet;

Thence with the south right of way line of said Tin Trail the following five (5) courses and distances:
1. With a curve to the left, having a radius length of 360.00 feet, an arc length of 110.71 feet, a delta angle of 17°37'11", and a chord length of 110.27 feet bearing North 55°30'47" East to a 1/2" iron rod set for a point of tangency in the north line of this tract;
2. North 79°00'32" East, a distance of 33.20 feet to a ½" iron rod set for a point of deflection in the north line of this tract;
3. North 38°11'12" East, a distance of 63.55 feet to a ½" iron rod set for a point of deflection in the north line of this tract;
4. North 19°30'20" West, a distance of 24.89 feet to a ½" iron rod set for a point of deflection in the north line of this tract;
5. North 30°30'22" East, a distance of 245.01 feet to a ½" iron rod set for the northeast corner of this tract;

Thence South 60°54'13" East, a distance of 765.29 feet to a ½" iron rod set for a point of non tangent curvature in the east line of this tract;

Thence with a curve to the left, having a radius length of 245.00 feet, an arc length of 102.71 feet, a delta angle of 24°01'14", and a chord length of 101.96 feet bearing North 57°35'01" East to a ½" iron rod set at the northwest end of Yucca Lane for a point of deflection in the east line of this tract;

Thence South 60°56'40" East with the end of said Yucca Lane, a distance of 62.05 feet to a ½" iron rod set for a point of deflection in the east line of this tract;

Thence with a curve to the right, having a radius length of 305.00 feet, an arc length of 97.32 feet, a delta angle of 18°16'58", and a chord length of 96.91 feet bearing South 51°23'55" West to a ½" iron rod set for a point of deflection in the east line of this tract;

Thence South 60°54'13" East, a distance of 269.84 feet to a ½" iron rod set for a point of deflection in the east line of this tract;

Thence with a curve to the left, having a radius length of 245.00 feet, an arc length of 24.25 feet, a delta angle of 05°40'14", and a chord length of 24.24 feet bearing North 33°20'27" East to a ½" iron rod set for a point of tangency in the east line of this tract;

Thence North 30°30'22" East, a distance of 65.68 feet to a ½" iron rod set at the northwest end of Pioneer Road for a point of deflection in the east line of this tract;

Thence South 60°56'40" East with the end of said Pioneer Road, a distance of 60.02 feet to a ½" iron rod set for a point of deflection in the east line of this tract;

Thence South 30°30'22" West, a distance of 67.20 feet to a ½" iron rod set for a point of curvature in the east line of this tract;

Thence with a curve to the right, having a radius length of 305.00 feet, an arc length of 22.74 feet, a delta angle of 04°16'21", and a chord length of 22.74 feet bearing South 32°38'31" West to a ½" iron rod set for a point of deflection in the east line of this tract;

Thence South 60°54'13" East, a distance of 279.73 feet to a ½" iron rod set in the north line of 60 Foot Pipeline Easement recorded in Document No. 2011-14879, Official Public Records, for the southeast corner of this tract;

Thence South 76°04'30" West with the north line of said 60 Foot Pipeline Easement, a distance of 1185.77 feet to a ½" iron rod set for the southwest corner of this tract;

Thence through said Section 7 the following five (5) courses and distances:
1. North 14°20'22" West, a distance of 582.12 feet to a ½" iron rod set for a point of deflection in the west line of this tract;
2. South 89°34'19" West, a distance of 73.37 feet to a ½" iron rod set for a point of deflection in the west line of this tract;
3. North 78°31'14" West, a distance of 66.27 feet to a ½" iron rod set for a point of deflection in the west line of this tract;
4. North 67°06'04" West, a distance of 69.16 feet to a ½" iron rod set for a point of deflection in the west line of this tract;
5. North 55°18'01" West, a distance of 58.46 feet to the Point of Beginning.

Containing 15.70 surface acres of land.

PLANNING NOTE:

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.

FLOOD NOTE:
Special Flood Hazard Areas as graphically scaled from FEMA Map No. 48329C0100F, Dated September 16, 2005, Prepared for Midland County, Texas are shown hereon.

Bearings shown on this survey are relative to the Texas Coordinate System, NAD 1983, Central Zone (CORS).

OWNER:
BETENBOUGH HOMES INC.
6305 82nd STREET
LUBBOCK, TEXAS 79424
806-797-9494

LEGEND
- ● Fd ½" Iron Rod
- ○ Set ½" Iron Rod
- —— Utility Easement

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
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.

UTILITY COMPANY'S CERTIFICATE

THIS PLAT HAS BEEN CHECKED FOR ACCESSIBILITY OF UTILITIES.

SIGNED: Docusigned by: Mark Lies — ATMOS ENERGY — PRINT NAME
SIGNED: Docusigned by: Pablo Martinez — OXY — PRINT NAME
SIGNED: Docusigned by: Jerry Underwood — AT&T TEXAS — PRINT NAME
SIGNED: Docusigned by: Luis Montes — GRANDE COMMUNICATIONS — PRINT NAME
SIGNED: Docusigned by: VICKI BAKER — GRANDE COMMUNICATIONS — PRINT NAME

CERTIFICATE OF APPROVAL

This is to certify that the above and foregoing plat of "LONE STAR TRAILS II, SECTION 7" was approved by proper action of the City Planning and Zoning Commissions of the City of Midland, on this 11 day of May, 2021.

SIGNED: C. Danne Williams
PRINT: Danne Williams
Chairman

ATTEST: Charles Harrington
PRINT: Charles Harrington
Secretary

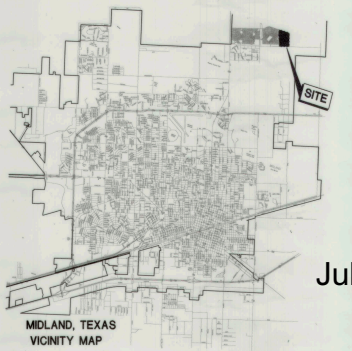
THAT I, AARON S. BURRELL, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MIDLAND, TEXAS

29 April 2021
DATE

AARON SCOTT BURRELL TX RPLS 5689

STATE OF TEXAS · AARON SCOTT BURRELL · 5689 · REGISTERED PROFESSIONAL LAND SURVEYOR

Professional Land Surveying & Mapping
Aaron Burrell Land Surveyors, LLC
415 W. Wall St., Suite 204
Midland, Texas 79701
432-848-4439
P.O. Box 81041
Midland, Texas 79708
TBPLS Firm No. 10194277
absurveyors.com



MIDLAND, TEXAS
VICINITY MAP

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS
NO. 15349 CABINET M
DATE 5/10/21 PAGE 95

FINAL PLAT
LONE STAR TRAILS II, SECTION 7

July 13, 2021